

PUBLIC NOTICE
AGENDA
LOCKHART CITY COUNCIL
July 7, 2026
CLARK LIBRARY ANNEX-COUNCIL CHAMBERS
217 SOUTH MAIN STREET, 3RD FLOOR
LOCKHART, TEXAS

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

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

DISCUSSION ONLY

- A. Presentation of certificates of appreciation for the planning, coordinating, and volunteering towards the successful Lockhart Celebrates America 250 Fourth of July event.
- B. Receive an update and presentation by EMS Chief of Caldwell County Emergency Services District (ESD) No. 5 about the emergency medical service (EMS) operations for the City of Lockhart and Caldwell County. **5-7**
- C. Discuss a one-year renewal of the Interlocal Agreement (ILA) for ground lease with Caldwell County Emergency Services District (ESD) No. 5 to lease EMS Stations No. 1 (214 Bufkin Ln.) and No. 2 (1914 W. San Antonio St.) for the performance of governmental services pursuant to Chapter 791 of the Texas Government Code and Chapter 272 of the Texas Local Government Code. **8-24**
- D. Presentation and discussion regarding an update on proposed employee health insurance benefit plan changes and renewal options through the Texas Health Benefits Pool (TxHBP). **25-26**
- E. Discuss Ordinance 2026-27 authorizing the issuance of the Series 2026 Certificates of Obligation. **27-73**
- F. Discuss appointing members to the Lockhart Tourism Advisory Board for two-year terms beginning July 2026 and ending July 2028. **74-81**
- G. Presentation, discussion, and provide staff direction regarding proposed amendments to the City's film permitting policies, procedures, and application requirements. **82-108**
- H. Discuss awarding Request for Proposals (RFP) 2026-02 to Accurite Roofing and Construction in the amount of \$82,905.00 for exterior and interior painting services at the Dr. Eugene Clark Library. **109-131**

- I. Discussion and provide staff direction regarding the proposed project scope and local matching funds for a Texas Parks and Wildlife Department Local Park Grant Program application for improvements to Lion's Park. 132-134
- J. Discussion regarding a pipeline crossing agreement between Union Pacific Railroad (UPRR) and the City of Lockhart related to the General Land Office (G.L.O.) grant for water main replacements along North Blanco and Bois d' Arc Streets and authorize the City Manager to execute all necessary documents. 135-156

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. DISCUSSION/ACTION ITEMS

- A. Discussion and/or action regarding a one-year renewal of the Interlocal Agreement (ILA) for ground lease with Caldwell County Emergency Services District (ESD) No. 5 to lease EMS Stations No. 1 (214 Bufkin Ln.) and No. 2 (1914 W. San Antonio St.) for the performance of governmental services pursuant to Chapter 791 of the Texas Government Code and Chapter 272 of the Texas Local Government Code. 157-173
- B. Presentation and discussion and/or action regarding an update on proposed employee health insurance benefit plan changes and renewal options through the Texas Health Benefits Pool (TxHBP). 174-175
- C. Discussion and/or action regarding Ordinance 2026-27 authorizing the issuance of the Series 2026 Certificates of Obligation. 176-222
- D. Discussion and/or action to appoint members to the Lockhart Tourism Advisory Board for two-year terms beginning July 2026 and ending July 2028. 223-230
- E. Discussion and/or action to award Request for Proposals (RFP) 2026-02 to Accurite Roofing and Construction in the amount of \$82,905.00 for exterior and interior painting services at the Dr. Eugene Clark Library. 231-253

- F. Discussion and/or action regarding a pipeline crossing agreement between Union Pacific Railroad (UPRR) and the City of Lockhart related to the General Land Office (G.L.O.) grant for water main replacements along North Blanco and Bois d' Arc Streets and authorize the City Manager to execute all necessary documents. 254-275

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

- Solid Waste & Recycling Information and Transition Updates Posted to City Website.
- Budget Workshops Reminder July 22: Review personnel compensation and benefits and the Comprehensive Fee Schedule.
- Budget Workshops Reminder July 23: Review Capital Improvement Program (CIP) water, wastewater, facilities, streets, parks and Special Revenue Funds.
- Movies in the Park reminder: How to Train Your Dragon on July 11.

6. COUNCIL AND STAFF COMMENTS - ITEMS OF COMMUNITY INTEREST

7. EXECUTIVE SESSION IN ACCORDANCE WITH THE PROVISIONS OF THE GOVERNMENT CODE, TITLE 5, SUBCHAPTER D, SECTION 551.087 TO DELIBERATE OR FOR DISCUSSION REGARDING COMMERCIAL OR FINANCIAL INFORMATION THAT THE GOVERNMENTAL BODY HAS RECEIVED FROM A BUSINESS PROSPECT THAT THE GOVERNMENTAL BODY SEEKS TO HAVE LOCATE, STAY, OR EXPAND IN OR NEAR THE TERRITORY OF THE GOVERNMENTAL BODY AND WITH WHICH THE GOVERNMENTAL BODY IS CONDUCTING ECONOMIC DEVELOPMENT NEGOTIATIONS; OR TO DELIBERATE THE OFFER OF A FINANCIAL OR OTHER INCENTIVE TO A BUSINESS PROSPECT.

- A. Discussion regarding economic development negotiations with Projects CA-259, CA-260, CA-261, and CA-262.

8. EXECUTIVE SESSION IN ACCORDANCE WITH THE PROVISIONS OF THE GOVERNMENT CODE, TITLE 5, SUBCHAPTER D, SECTION 551.072 - TO DELIBERATE THE PURCHASE, EXCHANGE, LEASE OR VALUE OF REAL PROPERTY IF DELIBERATION IN AN OPEN MEETING WOULD HAVE A DETRIMENTAL EFFECT ON THE POSITION OF THE GOVERNMENTAL BODY IN NEGOTIATIONS WITH A THIRD PERSON.

- A. Discussion regarding possible property acquisition for public facilities.
- B. Discussion regarding possible sale of public property.

9. **EXECUTIVE SESSION IN ACCORDANCE WITH THE PROVISIONS OF THE GOVERNMENT CODE, TITLE 5, SUBCHAPTER D, SECTION 551.086 TO DELIBERATE ON COMPETITIVE MATTERS RELATING TO PUBLIC POWER UTILITIES.**
 - A. Discussion regarding competitive power contract issues.
10. **OPEN SESSION**
 - A. Discussion and/or action regarding economic development negotiations with Projects CA-259, CA-260, CA-261, and CA-262.
 - B. Discussion and/or action regarding possible property acquisition for public facilities.
 - C. Discussion and/or action regarding possible sale of public property.
 - D. Discussion and/or action regarding competitive power contract issues.
11. **ADJOURNMENT**

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

Posted on the bulletin board in the Municipal Building, 308 West San Antonio Street, Lockhart, Texas, on June 30, 2026 at 6:15 p.m.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: July 7, 2026

AGENDA ITEM CAPTION: Receive an update and presentation by EMS Chief of Caldwell County Emergency Services District (ESD) No. 5 about the emergency medical service (EMS) operations for the City of Lockhart and Caldwell County.

ORIGINATING DEPARTMENT AND CONTACT: Fire - Randy Jenkins

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION:

On November 7th, 2023, voters approved the creation of Caldwell County ESD 5 replacing the emergency medical services provided by the City of Lockhart EMS and Luling EMS. An Emergency Services District is a political subdivision of the State of Texas, similar to a School District, Library District, or Hospital District.

Caldwell County ESD No. 5 began emergency medical services (EMS) in Caldwell County on February 1, 2025, covering all the County with ambulance transportation with advanced emergency medical technicians (Paramedics).

The mission of ESD No. 5 is to provide compassionate quality care and professional service built around cutting-edge training and treatments to meet the needs of the communities they serve.

The City of Lockhart has two EMS stations in the city limits. EMS Station #1 is located at 214 Bufkin Ln. and provides primary coverage for the south and east portion of Lockhart and the central portions of Caldwell County. EMS Station #2 is located at 1914 W. San Antonio St. and provides primary coverage to the northern and western portions of the City of Lockhart and Caldwell County.

PROJECT SCHEDULE (if applicable): N/A

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION: N/A

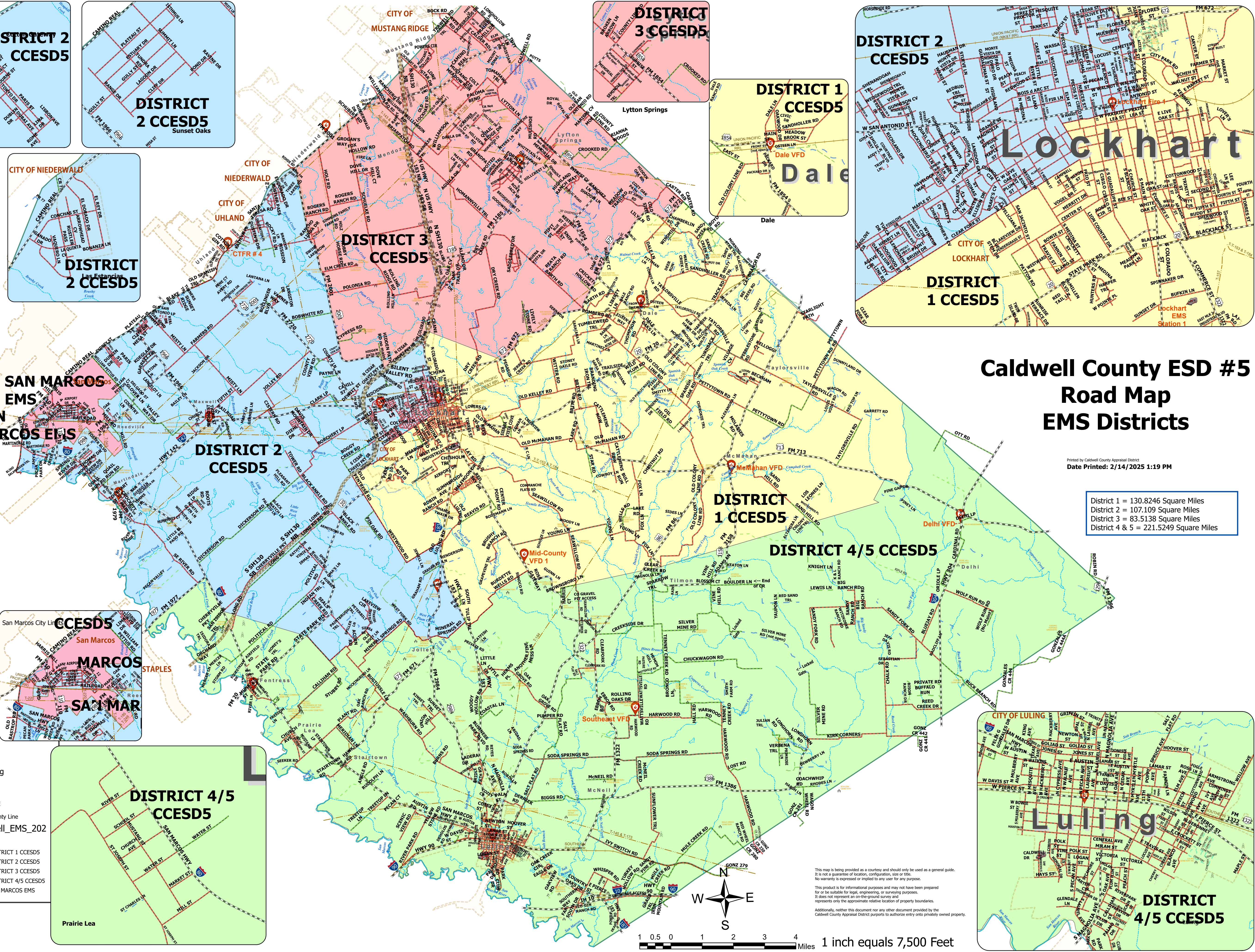
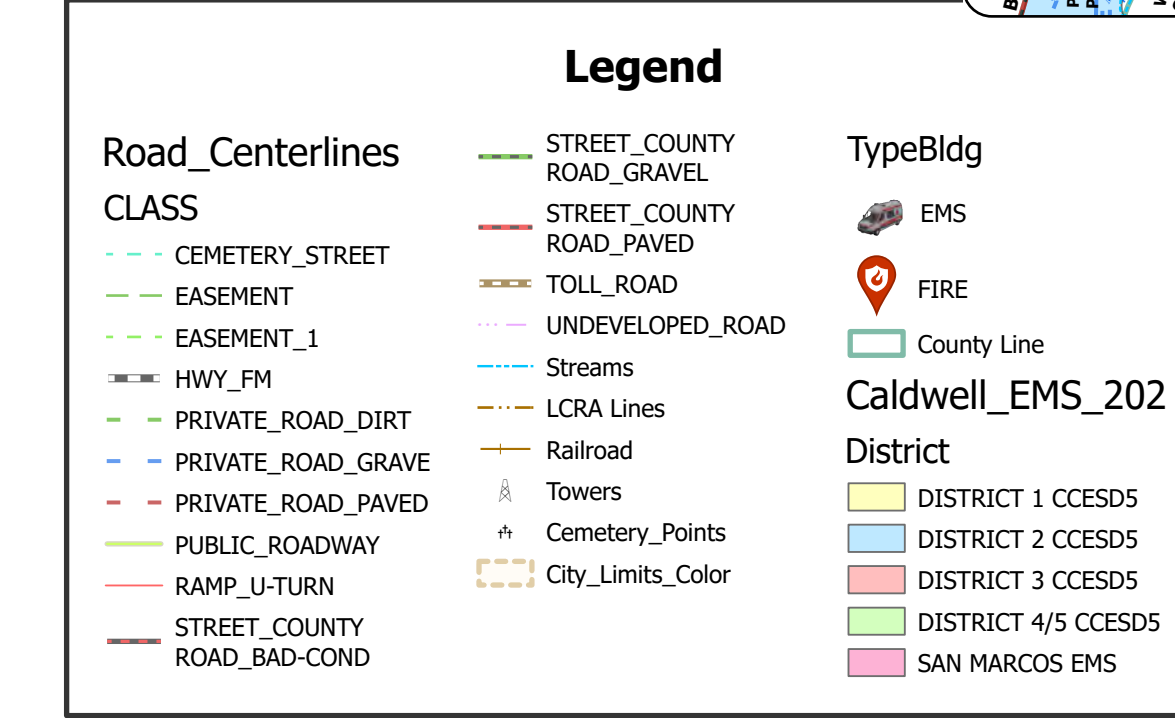
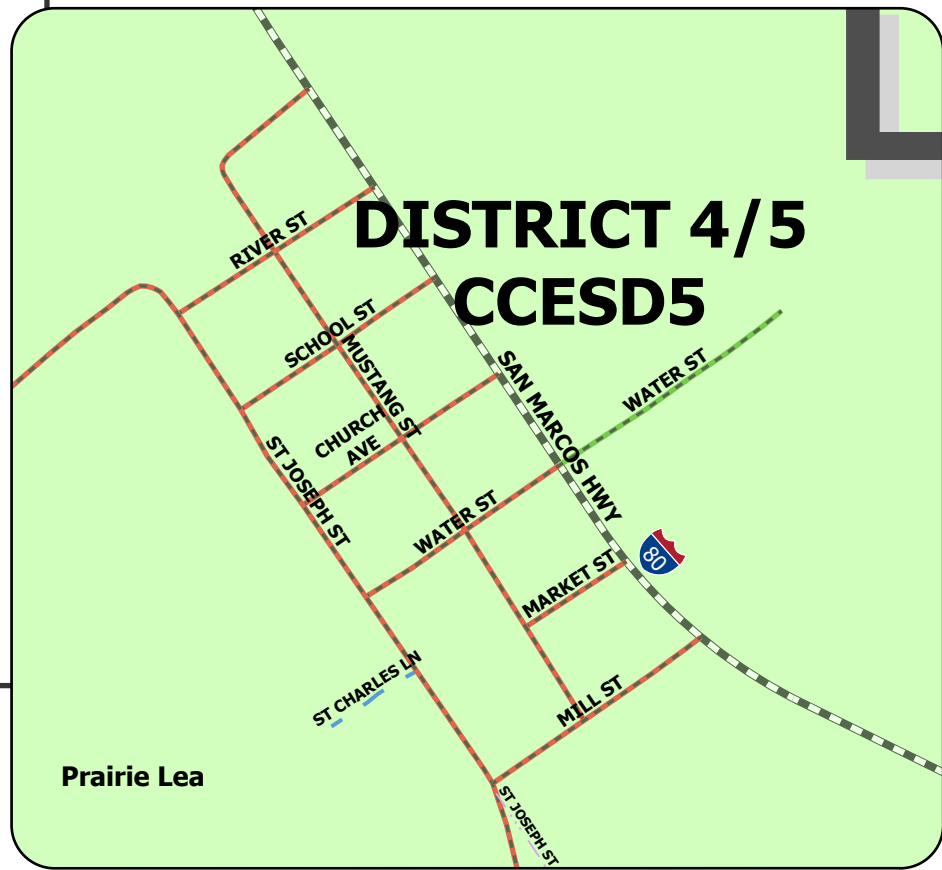
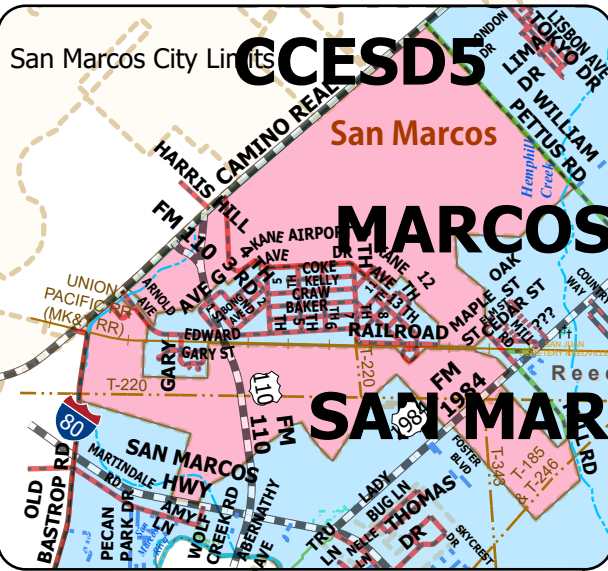
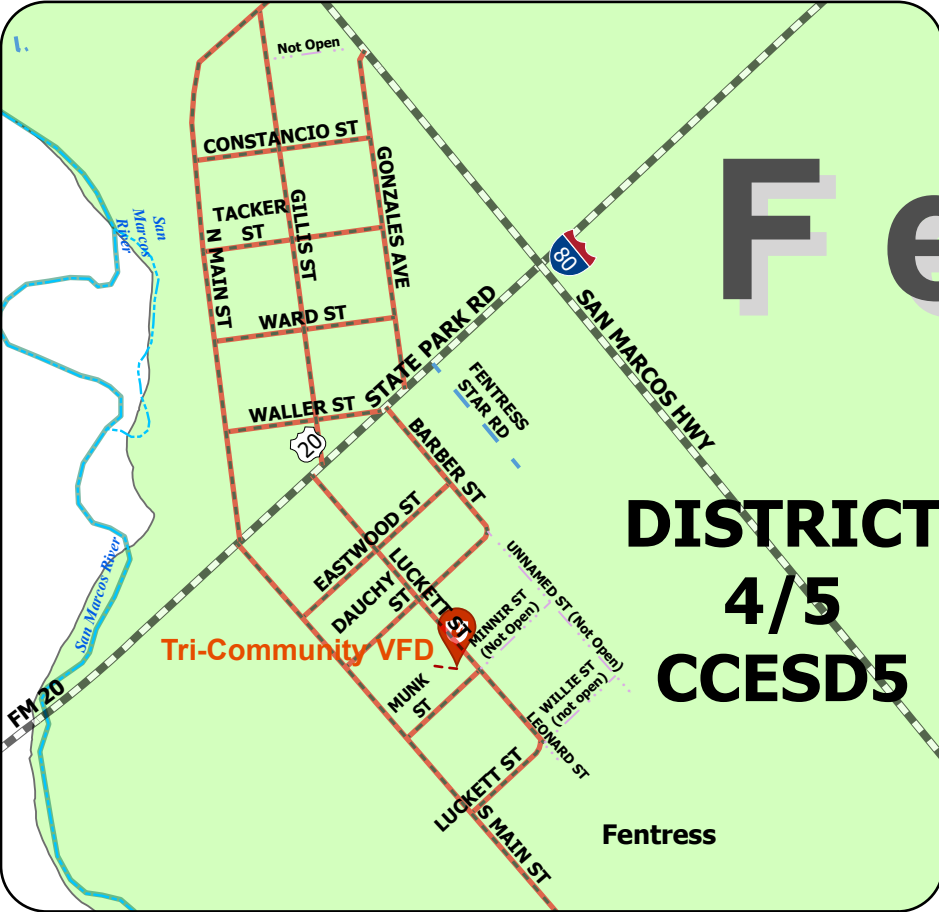
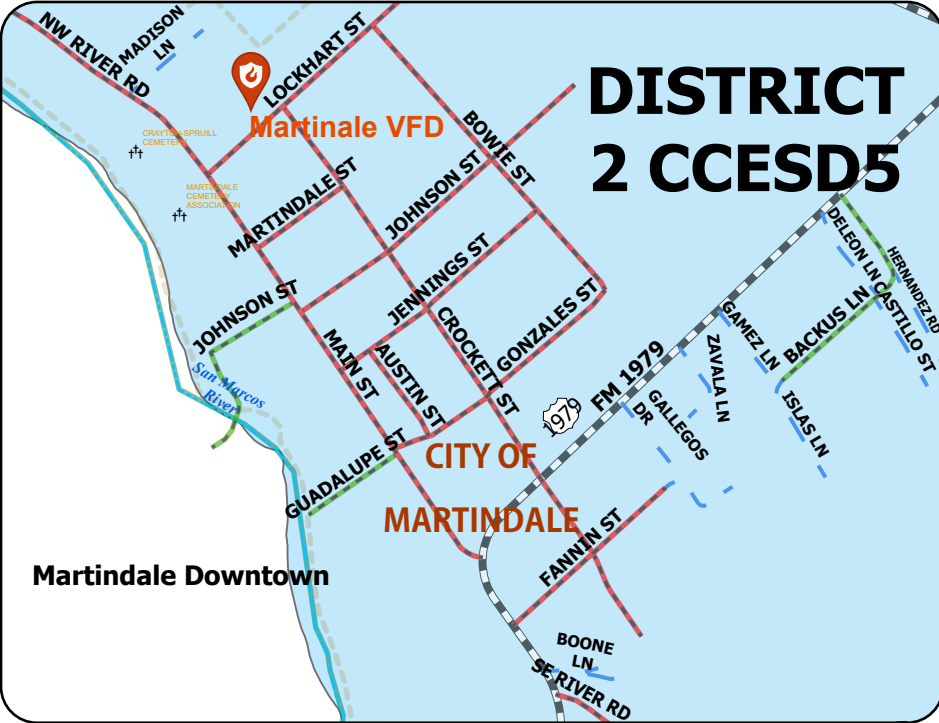
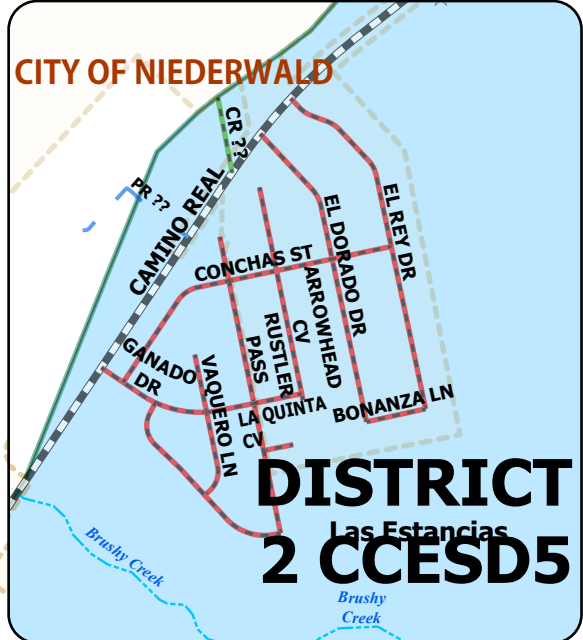
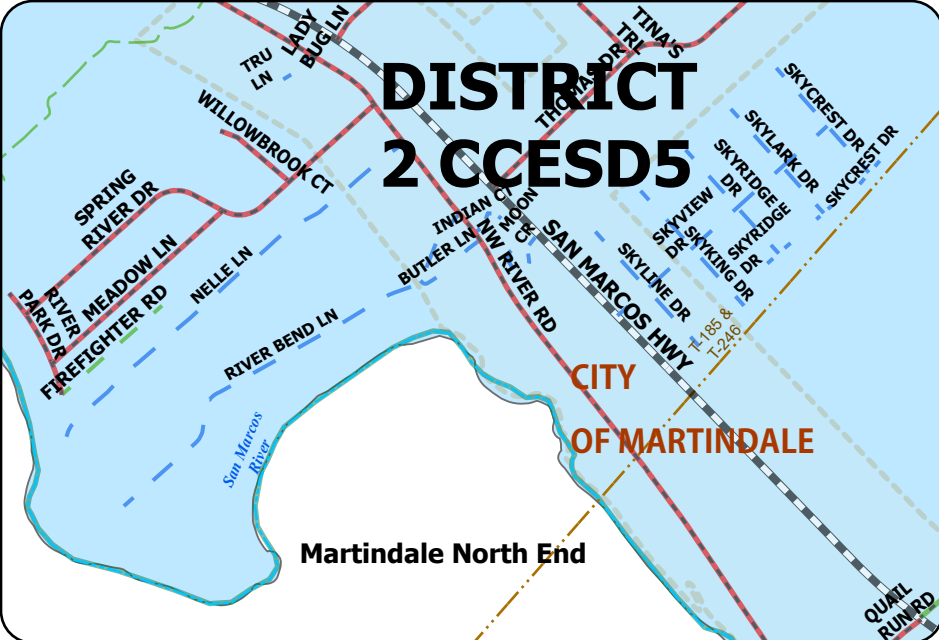
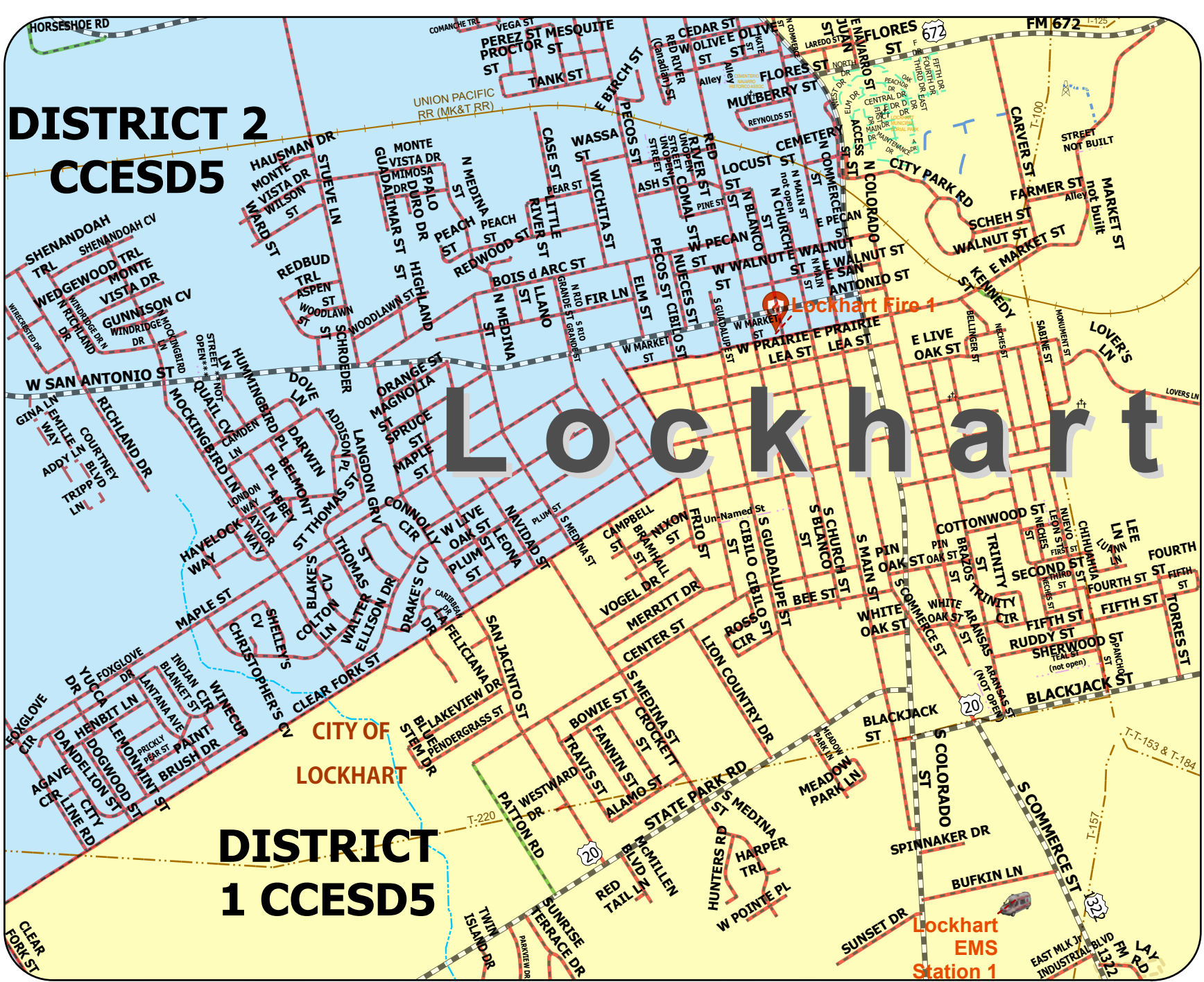
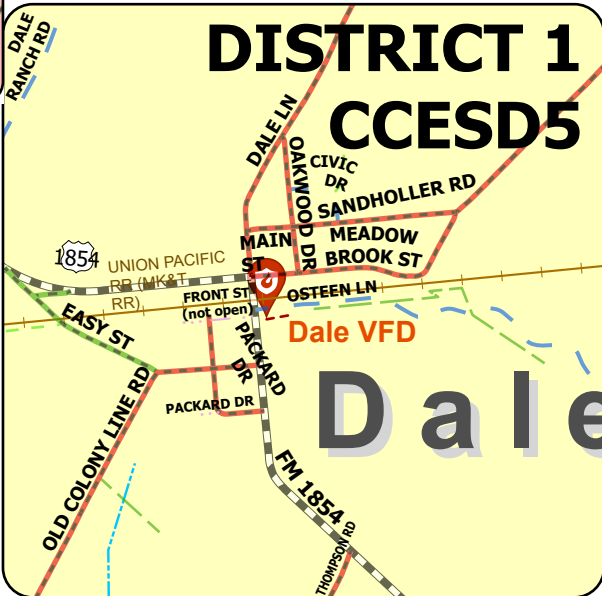
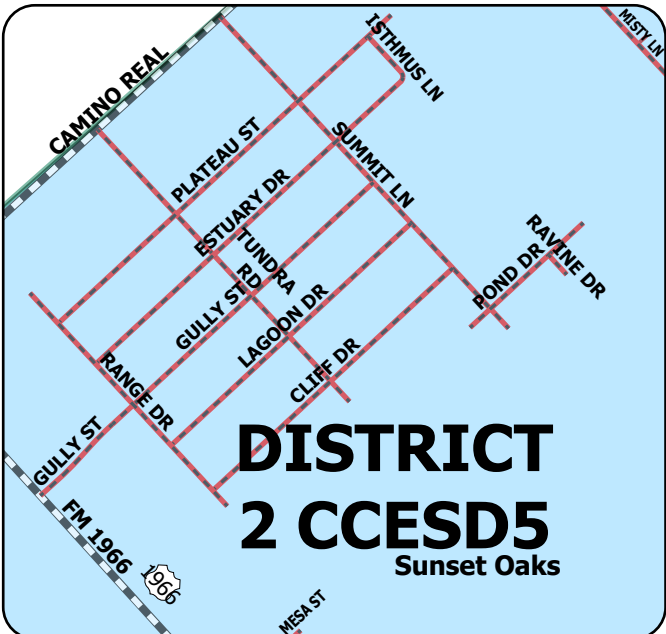
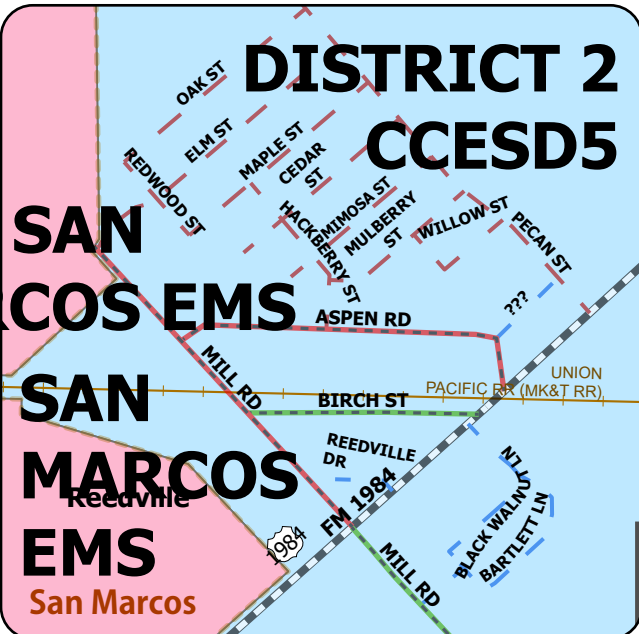
COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: N/A

LIST OF SUPPORTING DOCUMENTS: CCESD5 District Map

City of Lockhart, Texas

Council Agenda Item Cover Sheet



1 0.5 0 1 2 3 4 Miles 1 inch equals 7,500 Feet

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: July 7, 2026

AGENDA ITEM CAPTION: Discuss a one-year renewal of the Interlocal Agreement (ILA) for ground lease with Caldwell County Emergency Services District (ESD) No. 5 to lease EMS Stations No. 1 (214 Bufkin Ln.) and No. 2 (1914 W. San Antonio St.) for the performance of governmental services pursuant to Chapter 791 of the Texas Government Code and Chapter 272 of the Texas Local Government Code.

ORIGINATING DEPARTMENT AND CONTACT: Fire - Randy Jenkins

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION:

The proposed one-year renewal of the Inter-local Agreement (ILA) between Caldwell County ESD No. 5 and the City of Lockhart provides for the City to lease two city-owned EMS stations to ESD No. 5 for one additional year as provided as an option in the original one-year lease. The proposed lease to be paid by ESD No. 5 to the City is \$1,000 per month total for both EMS stations for the term of the agreement. The original ILA for EMS station lease was approved by City Council on September 17, 2024. The previous lease amount was \$1 a month.

EMS Station #1 is located at 214 Bufkin Ln. and provides primary coverage for the south and east portion of Lockhart and the central portions of Caldwell County. EMS Station #2 is located at 1914 W. San Antonio St. and provides primary coverage to the northern and western portions of the City of Lockhart and Caldwell County.

The cost of basic utilities (gas, electric) is included in the monthly lease. The lease also outlines responsibilities for maintenance, insurance, and provisions for addressing defaults and damages. For example, ESD No. 5 will be responsible for routine maintenance, any upgrades to the facility and furnishing, and any required equipment necessary to perform the ESD's functions. In addition, ESD No. 5 will obtain and pay for its own telephone and internet services. As a governmental entity, ESD No. 5 is exempt from paying property tax.

Caldwell County ESD No. 5 approved the ILA one-year renewal and signed the lease at their June 1, 2026, regular meeting.

Caldwell County ESD No. 5 began EMS operations in Caldwell County on February 1, 2025.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION: The original Interlocal Agreement for EMS station lease was approved by City Council on September 17, 2024.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends approval of the one-year renewal of the Interlocal Agreement (ILA) as presented.

LIST OF SUPPORTING DOCUMENTS: EMS Station ILA Lease Renewal 7-7-2026, ESD #5
Lease Renewal Request

STATE OF TEXAS §
 §
COUNTY OF CALDWELL §

RENEWAL OF INTERLOCAL AGREEMENT FOR GROUND LEASE -
EMERGENCY SERVICES DISTRICT NO. 5 AND CITY OF
LOCKHART, TEXAS

THIS RENEWAL of the INTERLOCAL LEASE AGREEMENT ("Lease Agreement") made and entered into by and between EMERGENCY SERVICES DISTRICT NO. 5 ("ESD No. 5"), a political subdivision of the State of Texas organized and operating pursuant to the provisions of Section 48-e, Article III of the Texas Constitution and Chapter 775 of the Health and Safety Code, as amended ("H&S Code") (hereinafter "Lessee"), and the City of Lockhart, Texas, a Texas home rule municipality acting by and through its governing body, the City Council (hereinafter "Lessor").

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code authorizes units of local government to contract with one or more units of local government to perform government functions and services; and

WHEREAS, Section 272.005 of the Texas Local Government Code authorizes a political subdivision to lease property, including real property, to another political subdivision to promote a public purpose without the necessity of complying with any competitive purchasing procedures; and

WHEREAS, this Lease Agreement is entered into pursuant to the authority, under the provisions of, and in accordance with, Chapter 791 of the Texas Government Code, and Chapter 272 of the Texas Local Government Code for the performance of governmental functions and services; specifically, public health and welfare; and the lease of city-owned property without following requirements competitive bidding procedures.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, and other good and valuable consideration, Lessor does hereby lease to Lessee, and Lessee does hereby lease from Lessor, EMS Station #1 (214 Bufkin Lane) and EMS Station #2 (1914 W. San Antonio St.) in the City of Lockhart, Texas, and incorporated herein for all purposes (hereinafter "Leased Premises").

ARTICLE I

Term of Lease

1.1 This Lease Agreement shall renew and commence upon execution by the last party hereto and remain in effect for a term of one (1) year, unless terminated earlier upon mutual written agreement by the parties or as otherwise provided in this Lease Agreement. Lessee shall have an option to renew this Lease Agreement for one additional term of one (1) year upon written notice to Lessor within three (3) months prior to the end of the Initial Term and any extensions thereafter.

1.2 Either party may terminate this Lease for any reason upon notice being given of its desire to so terminate at least ninety (90) days prior to the date of termination. If the Lessor desires to terminate the Lease for cause prior to the expiration of the Initial Term and any extensions mutually agreed thereafter, Lessee shall not be entitled to compensation for such early termination.

ARTICLE II

Rent

2.1 Lessee agrees and promises to pay Lessor a total sum of \$1,000 a month to lease EMS Station #1 and EMS Station #2. If the Lease Agreement is renewed, the rental amount will be determined upon mutual agreement of Lessor and Lessee. The cost of utilities is included in the Lease rent.

2.2 All payments made hereunder by Lessee shall be made to Lessor at the offices of the City of Lockhart, unless notified in writing to the contrary by Lessor. All payments of lease rent and other amounts becoming due and payable from Lessee to Lessor under and in connection with this Lease may be made by delivering to Lessor, at the then-applicable address provided for herein, Lessee's check in the amount of such payment, on or before the due date thereof under the terms of this Lease.

2.3 Lessee shall pay a late charge of \$25.00 if the monthly payment has not been paid by Lessee by the tenth (10th) day of the month in which it is due. Failure of Lessee to pay any rent or monetary penalty on delinquent payments prior to the first day of the following month shall constitute a default of this Lease.

ARTICLE III

Taxes and Assessments

3.1 As a governmental entity, Lessee is typically exempt from paying taxes and other such governmental levies and charges. It is Lessee's responsibility to take the necessary steps to protect Lessee's exempt status. Should Lessee fail to do so, Lessee shall pay such which may be

assessed, levied, confirmed, imposed or become a lien upon the Leased Premises (or any portion thereof), or become payable or accrue during the Term.

ARTICLE IV

Use

4.1 Lessee shall be allowed to construct, operate and the governmental and public functions ESD #5 is authorized to perform by law, along with other related governmental uses and functions.

4.2 Lessee shall not utilize the Leased Premises for any illegal or unauthorized use.

4.3 Lessee agrees to accept the Leased Premises in their present condition and "as is" for Lessee's authorized uses. Further, Lessor disclaims and Lessee accepts such disclaimer, as to warranty, either express or implied, on the condition, use, or fitness for purposes of the Leased Premises. Lessee assumes full responsibility to make upgrades at Lessee's sole expense and to furnish any additional equipment that is not already part of the Leased Premises necessary to perform its governmental function.

4.4 During the Initial Term of this Lease, Lessee shall have the unencumbered use of the Leased Premises; provided, however, that Lessor shall have access to said Leased Premises for the purpose of fulfilling its obligation hereto of said Lessee as are hereinafter set out; or to reasonably inspect the Premises, for which access shall not be unreasonably withheld by Lessee. Further, Lessor shall be under no obligation to make improvements to the Leased Premises as might be desired by Lessee, which are and shall remain Lessee's full responsibility during the Initial Term of this Lease and any extensions approved by the Parties thereafter.

4.5 The Lessee, for itself, its representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

1. No person on the grounds of race, color, sex, religion, or national origin shall be excluded from participation in or denied the benefits of, or otherwise be subject to discrimination under any activity performed by Lessee;

2. That in the construction of any improvements on, over, or under the Leased Premises and the furnishing of services therefrom, no person on the grounds of race, color, sex, religion or national origin shall be excluded from participation in or denied the benefits of, or otherwise be subject to discrimination under any activity performed by Lessee;

3. That the Lessee shall use the Leased Premises in compliance with all requirements imposed by law; and

4. That the Lessee shall at all times use the Leased Premises in compliance with all non-discrimination laws, either in effect at the present time or those promulgated in the future, of the United States of America, the State of Texas, Caldwell County, Texas, and the City of Lockhart, Texas.

ARTICLE V

Maintenance

5.1 Routine maintenance of the Leased Premises and any improvements constructed

thereupon by the Lessee shall be the sole responsibility of the Lessee.

5.2 Lessee shall arrange and be responsible for obtaining and paying for its own telephone and internet service and obtaining necessary extensions of hardware for the operation of these services.

5.3 Lessee shall be responsible for obtaining all necessary equipment, material, and items necessary to perform its mandated governmental functions at Lessee's sole expense. Lessor shall not be responsible for such expenses and Lessee disclaims and waives any right or claim to payment or reimbursement for same.

5.4 Lessee shall be responsible for the repair or replacement of any fixtures that are part of or located in the Leased Premises during the Initial Term and any extensions agreed to by the Parties thereafter.

ARTICLE VI

Limitation of Liability

6.1 The liability for acts or omissions of the agents and employees of either party or for injuries caused by conditions of tangible property is provided for solely by the provisions of the Texas Civil Practice and Remedies Code, Chapters 75, 101 and 102, and that Workers' Compensation Insurance coverage for state and county employees is provided as mandated by the provisions of Texas Labor Code, Chapter 504.

ARTICLE VII

Lessee's Property and Certain Notices

7.1 Lessor shall not be liable for any damage to or loss of personal property placed in, on or about the Leased Premises by Lessee or others, resulting from fire, theft, explosion, flood,

windstorm, hurricane, or other casualty caused by acts of God or by the acts or omissions of other occupants of other space in the building.

ARTICLE VIII

Assignment

8.1 This Lease Agreement shall be binding on the heirs, successors and assigns of the parties hereto. Lessee shall not assign, sublet or transfer its interest or obligations in and under this lease without the prior, written consent of Lessor. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of Lessee or Lessor.

ARTICLE IX

Default

9.1 In the event of any default by the Lessee in any of the terms, conditions, covenants, or agreements herein contained, Lessor may enforce the performance of this Lease Agreement in any manner provided by law including forfeiting and terminating at Lessor's discretion if such default continues for a period of twenty (20) days after Lessor notifies Lessee in writing of such default and its intention to declare this Lease Agreement terminated. Unless Lessee shall have completely removed and cured such default as aforesaid, this Lease Agreement shall terminate and come to an end as if that were the day originally fixed herein for the expiration of the term.

9.2 Default by Lessee shall be defined as (a) failing to timely pay the Lease Rent or other expenses incurred by Lessee in the performance of its governmental functions due and payable to Lessor by the first day of the following month, or (b) failing to begin a reasonable attempt to comply, within twenty (20) days of receiving written notice from Lessor, with any substantive provision of this Lease.

9.3 Lessor's remedies for Lessee's default are to enter and take possession of the Lease Premises and exclude Lessee from said premises. Lessee agrees to reimburse Lessor for actual expenditures reasonably made in order to relet the Leased Premises; or enter the Leased Premises

and perform Lessee's obligations; or terminate this Lease by proper written notice and sue for damages authorized by law.

9.4 Lessee agrees that all permanent improvements and fixtures located on the Leased Premises shall become and remain the property of Lessor and that in the event of default, Lessee shall peaceably vacate the Leased Premises.

ARTICLE X

Insurance

10.1 As a condition precedent to Lessee's right to use the Leased Premises, Lessee shall continuously maintain in effect during the term of this Agreement and any extension thereof, at Lessee's expense, the following insurance coverage:

1. Comprehensive General (Public) Liability Insurance covering the Lessee, and Lessee's activities at the Leased Premises. Liability insurance limits shall be in the following minimum amounts: Bodily Injury, including Death and Property Damage: \$500,000 combined single limit coverage, on a per occurrence or claims made basis/\$1,000,000 aggregate limit.

2. Fire and extended coverage to cover 100% of the full replacement value for the Leased Premises as calculated at the initiation of this Lease Agreement. This coverage shall include for theft, vandalism, malicious mischief, as well as damages caused from weather conditions, acts of God, etc.

3. All policies, either of the Lessee or Sub-Lessee's, shall name the City of Lockhart as an additional named insured and provide for a minimum of thirty (30) days written notice to Lessor prior to the effective date of any cancellation, material change, or lapse of such policies.

4. Notwithstanding other provisions herein contained, Lessor may cancel this Lease with or without notice to Lessee should Lessee's insurance lapse for a period of ten (10) days or more. Lessor may elect to reinstate and revive such Lease after such insurance obligation is cured by Lessee.

5. Appropriate insurance on Lessee's personal property located within the Leased Premises.

6. All policies must be approved by Lessor to ensure that the provisions of this section are included.

7. Lessor shall be provided with a copy of all such policies by Lessee.

8. Any insurance policy herein required or procured by Lessee shall contain any express waiver of any right or subrogation by the insurance company against the City of Lockhart.

10.02. If the improved premises shall be partially damaged by any casualty insurable under Lessee's insurance policy, Lessee shall, upon receipt of the insurance proceeds, repair the same. If the Leased Premises shall be damaged as a result of a risk which is not fully covered by Lessee's insurance, Lessee shall either (a) repair or rebuild the damaged improvements to the extent of available insurance proceeds. If Lessee fails to repair or rebuild the damaged improvements to the extent of available insurance proceeds or terminate this Lease and assign insurance proceeds to Lessor, Lessor shall have the right to terminate this Lease and recover damages from Lessee.

ARTICLE XI

Indemnification

11.1 Lessee agrees to indemnify and hold harmless the Lessor, its agents,

employees, and representatives from and against all liability for any and all claims, suits, demands, and/or actions arising from negligent acts or omissions which may arise out of or result from Lessee's occupancy or use of the Leased Premises.

ARTICLE XII

Miscellaneous

12.1 All notices provided to be given under this Lease Agreement shall be given by certified mail or registered mail, addressed to the proper party or delivered in person at the following addresses:

**Lessor: City of Lockhart, Texas
Attention: Mayor Lew White
308 W. San Antonio Street
P.O. Box 239
Lockhart, Texas 78644**

**Lessee: Caldwell County Emergency Services District No. 5
Attention: Board President
P.O. Box 478
Lockhart, Texas 78644**

**Copy to: Bradford E. Bullock
City Attorney, City of Lockhart
4201 W. Parmer, Ste. C-150
Austin, Texas 78727**

**John Carlton
ESD No. 5 General Counsel
4301 Westbank Drive, Ste. B-130
Austin, Texas 78746**

12.2 This Lease Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Lease Agreement.

12.3 This Lease Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Caldwell County, Texas, and venue shall lie in Caldwell County, Texas.

12.4 In case any one or more of the provisions contained in this Lease Agreement shall be for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Lease Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

12.5 This Lease Agreement constitutes the sole and only lease of the parties hereto and supersedes any prior understandings or written or oral leases between the parties respecting the within subject matter.

12.6 No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

12.7 The rights and remedies provided by this Lease Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

12.8 No waiver by the parties hereto of any default or breach of any term, condition, or covenant of this Lease Agreement shall be deemed to be waiver of any other breach of the same or any other term, condition, or covenant contained herein.

12.9 Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this Lease Agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

12.10 Time is of the essence of this Lease Agreement.

12.11 Lessee's leasehold estate, created hereby and all of Lessee's rights, titles and interests, hereunder are subject and subordinate to any mortgage presently existing.

12.12 There are no implied warranties of merchantability, of fitness for a particular purpose, or of any other kind arising out of this lease, and there are no warranties that extend beyond those expressly stated in this lease.

12.13 All exhibits, schedules and attachments referred to in this lease are hereby incorporated by reference for all purposes as fully as if set forth at length herein. This lease constitutes the entire agreement of the parties with respect to the subject matter hereof, and all prior correspondence, memoranda, agreements or understandings (written or oral) with respect hereto are merged into and superseded by this lease.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written, in duplicate originals.

Lessor:

CITY OF LOCKHART, TEXAS

Lessee:

EMERGENCY SERVICES

DISTRICT NO. 5

By: _____

Lew White, Mayor

By: Jeremy D. White

[Signature] PRESIDENT

ATTEST:

Julie Bowermon

City Secretary

City of Lockhart, Texas



CALDWELL COUNTY ESD NO.5

P.O. Box 478 • Lockhart, Texas 78644

Office: (512) 668-9124



RECEIVED
CITY OF LOCKHART

SEP 12 2025

RECVD. BY: 
TIME RECVD. _____

09/08/2025

City of Lockhart, Texas
Attention: Mayor Lew White
308 W. San Antonio Street
Lockhart, Texas 78644

Subject: Lease Renewal Request for EMS Station #1 and #2

Dear Mayor White,

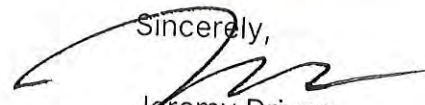
This letter serves as a formal request to renew the Interlocal Lease Agreement between Emergency Services District No. 5 (Lessee) and the City of Lockhart, Texas (Lessor), for EMS Station #1 and #2, located in Lockhart, Texas. This request is made pursuant to Article I, Section 1.01 of the current agreement, "2024 ILA for Lockhart Ground Lease - Fully Executed.pdf," which grants the Lessee an option to renew for one additional term of one (1) year.

We wish to exercise our option to renew the lease for an additional one (1) year term, effective upon the expiration of the initial term. We understand that the rental amount for the renewed term will be determined upon mutual agreement of Lessor and Lessee, as stated in Article II, Section 2.01 of the current agreement.

We look forward to continuing our partnership with the City of Lockhart and appreciate your consideration of this renewal request. Please let us know the next steps to formalize this renewal, including any discussions regarding the rental amount for the extended term.

Should you require any further information or wish to discuss this matter, please contact [Cean Charles](#) at 830.370.1078.

Sincerely,



Jeremy Driver
Board President
Caldwell County Emergency Services District No. 5
P.O. Box 478
Lockhart, Texas 78644

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: July 7, 2026

AGENDA ITEM CAPTION: Presentation and discussion regarding an update on proposed employee health insurance benefit plan changes and renewal options through the Texas Health Benefits Pool (TxHBP).

ORIGINATING DEPARTMENT AND CONTACT: Administration - Joseph Resendez

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: The City currently provides employee health insurance through the Texas Health Benefits Pool (TxHBP) and presently offers employees two Preferred Provider Organization (PPO) health plan options. During the annual renewal process, staff evaluated the City's benefit offerings in response to employee feedback regarding the affordability of premiums for spouses, dependents, and family coverage.

Based on that evaluation, staff is evaluating replacing one of the existing PPO plan options with a High Deductible Health Plan (HDHP) that is compatible with a Health Savings Account (HSA), while retaining one traditional PPO option. The proposed change is intended to provide employees with an additional lower-premium health plan alternative while continuing to offer a traditional copay-based plan for those who prefer that coverage.

At the June 11, 2026 Budget Workshop, City Council received an initial overview of employee health benefit considerations as part of the Fiscal Year 2026-2027 budget development process. This agenda item provides a detailed review of the proposed plan changes, associated premium impacts, and the staff recommendation for the upcoming plan year.

A representative from the Texas Health Benefits Pool (TxHBP) will be present to review the proposed plan changes, explain the benefits and differences between the available plan options, and answer any questions from the City Council. Following the presentation, staff requests City Council approval of the recommended employee health insurance plan offerings for the upcoming plan year so the selected benefits may be incorporated into the Fiscal Year 2026-2027 budget and implemented during the annual renewal process.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

City of Lockhart, Texas

Council Agenda Item Cover Sheet

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION:

LIST OF SUPPORTING DOCUMENTS:

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: July 7, 2026

AGENDA ITEM CAPTION: Discuss Ordinance 2026-27 authorizing the issuance of the Series 2026 Certificates of Obligation.

ORIGINATING DEPARTMENT AND CONTACT: Finance - Keeli Howard

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: On May 5, 2026, City Council passed Resolution 2026-20 authorizing the publication of a notice of intent to issue Combination Tax and Revenue Certificates of Obligation in an amount not to exceed \$15,000,000. This notice stated the City Council tentatively proposed to authorize the issuance of the Certificates and hold a public hearing at its regular meeting to commence at 6:30 P.M. on July 7, 2026.

Staff recommends the approval of Ordinance 2026-27 authorizing the issuance of the City of Lockhart, Texas Combination Tax and Revenue Certificates of Obligation, Series 2026; authorizing the levy of an ad valorem tax and the pledge of certain revenues in support of the Certificates; approving an official statement, a paying agent/registrar agreement and other agreements relating to the sale and issuance of the Certificates; and authorizing other matters related to the issuance of the Certificates.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Approval of Ordinance 2026-27.

LIST OF SUPPORTING DOCUMENTS: Ordinance 2026-27

ORDINANCE NO. 2026-27

**ORDINANCE AUTHORIZING THE ISSUANCE OF THE CITY OF LOCKHART,
TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION,
SERIES 2026; AUTHORIZING THE LEVY OF AN AD VALOREM TAX AND THE
PLEDGE OF CERTAIN REVENUES IN SUPPORT OF THE CERTIFICATES;
APPROVING AN OFFICIAL STATEMENT, A PAYING AGENT/REGISTRAR
AGREEMENT AND OTHER AGREEMENTS RELATING TO THE SALE AND
ISSUANCE OF THE CERTIFICATES; AND AUTHORIZING OTHER MATTERS
RELATED TO THE ISSUANCE OF THE CERTIFICATES**

Adopted on July 7, 2026

ORDINANCE NO. 2026-27

ORDINANCE AUTHORIZING THE ISSUANCE OF \$_____ CITY OF LOCKHART, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2026; AUTHORIZING THE LEVY OF AN AD VALOREM TAX AND THE PLEDGE OF CERTAIN REVENUES IN SUPPORT OF THE CERTIFICATES; APPROVING AN OFFICIAL STATEMENT, A PAYING AGENT/REGISTRAR AGREEMENT AND OTHER AGREEMENTS RELATING TO THE SALE AND ISSUANCE OF THE CERTIFICATES; AND AUTHORIZING OTHER MATTERS RELATED TO THE ISSUANCE OF THE CERTIFICATES

WHEREAS, the City Council of the City of Lockhart, Texas (the "City") deems it advisable to issue certificates of obligation in the amount of \$_____ (the "Certificates") and finds that the payment in whole or in part of contractual obligations are incurred or to be incurred for improving, constructing, equipping, acquiring, or designing the City's: (1) parks and recreation facilities, to include an aquatics center, recreation center and improving Lions Park; (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.

WHEREAS, the Certificates hereinafter authorized and designated are to be issued and delivered for cash pursuant to Subchapter C of Chapter 271, Texas Local Government Code, as amended, and Section 1502.052, Texas Government Code, as amended; and

WHEREAS, the City Council (the "City Council") of the City of Lockhart, Texas (the "City"), by resolution adopted on May 5, 2026, directed publication of notice of the City's intention to issue certificates of obligation in an aggregate principal amount not to exceed \$15,000,000 for the purposes hereinafter set forth; and

WHEREAS, the notice was published on May 29, 2026 and June 5, 2026 in the *Lockhart Post-Register*, a newspaper of general circulation in the City and a "newspaper" as defined in Section 2051.044, Government Code and posted on the City's website continuously for 46 days; and

WHEREAS, there has not been filed with the City Secretary or any other officer of the City a petition protesting the issuance of such certificates of obligation and requesting an election on the same; and

WHEREAS, it is affirmatively found and determined that the City is authorized to proceed with the issuance and sale of such certificates of obligation as authorized by the Constitution and laws of the State of Texas, including, particularly, Chapter 271, Texas Local Government Code, as amended, and Chapter 1502, Texas Government Code, as amended; and

WHEREAS, it is officially found, determined and declared that the meeting at which this Ordinance has been adopted was open to the public and public notice of the date, hour, place and

subject of said meeting, including this Ordinance, was given, all as required by the applicable provisions of Tex. Gov't Code Ann. Ch. 551; Now, Therefore

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

**ARTICLE I
DEFINITIONS AND OTHER PRELIMINARY MATTERS**

Section 1.01. Definition

Unless otherwise expressly provided or unless the context clearly requires otherwise, in this Ordinance the following terms shall have the meanings specified below:

"Certificate" means any of the Certificates.

"Certificates" means the City's certificates of obligation entitled "City of Lockhart, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2026" authorized to be issued by Section 3.01 of this Ordinance.

"Closing Date" means the date of the initial delivery of and payment for the Certificates.

"Code" means the Internal Revenue Code of 1986, as amended, including applicable regulations, published rulings and court decisions relating thereto.

"Construction Fund" means the construction fund established by Section 8.01(a) of this Ordinance.

"Defeasance Securities" means (i) Federal Securities, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the City Council adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provides for the funding of an escrow to effect the defeasance of the Certificates are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the City Council adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provides for the funding of an escrow to effect the defeasance of the Certificates, are rated as to investment quality by a nationally recognized investment rating firm no less than "AAA" or its equivalent and (iv) any other then authorized securities or obligations under applicable State law that may be used to defease obligations such as the Certificates.

"Designated Payment/Transfer Office" means (i) with respect to the initial Paying Agent/Registrar named herein, its corporate trust office in Austin, Texas, and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the City and such successor.

"DTC" means The Depository Trust Company of New York, New York, or any successor securities depository.

"DTC Participant" means any broker, dealer, bank, trust company, clearing corporation or certain other organizations with Certificates credited to an account maintained on its behalf by DTC.

"Event of Default" means any Event of Default as defined in Section 10.01 of this Ordinance.

"Federal Securities" as used herein means direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America (including Interest Strips of the Resolution Funding Corporation).

"Initial Certificate" means the Certificate described in Section 3.04(d) and 6.02.

"Interest and Sinking Fund" means the interest and sinking fund established by Section 8.01(a) of this Ordinance.

"Interest Payment Date" means the date or dates upon which interest on the Certificates is scheduled to be paid until the maturity of the Certificates, such dates being February 1 and August 1 of each year commencing February 1, 2027.

"MSRB" means the Municipal Securities Rulemaking Board.

"Ordinance" means this Ordinance.

"Original Issue Date" means the initial date from which interest on the Certificates accrues and which is designated in Section 3.02(a) of this Ordinance.

"Owner" means the person who is the registered owner of a Certificate or Certificates, as shown in the Register.

"Paying Agent/Registrar" means BOKF, NA, any successor thereto or an entity which is appointed as and assumes the duties of paying agent/registrar as provided in this Ordinance.

"Purchaser" means the person, firm or entity initially purchasing the Certificates from the City and which is designated in Section 7.01 of this Ordinance.

"Record Date" means the close of business on the 15th calendar day of the preceding month.

"Register" means the Register specified in Section 3.06(a) of this Ordinance.

"Representation Letter" means the Blanket Issuer Letter of Representations with respect to the Certificates and other obligations of the City, between the City and DTC.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

"Special Payment Date" means the Special Payment Date prescribed by Section 3.03(b) of this Ordinance.

"Special Record Date" means the new record date for interest payment established in the event of a nonpayment of interest on a scheduled payment date, and for 30 days thereafter, as described in Section 3.03(b) of this Ordinance.

"Surplus Revenues" means the revenues of the City's water and wastewater system, available after deduction of the reasonable expenses of said System and the payment of all debt service, reserve and other requirements with respect to all of the City's revenue bonds and other obligations, now outstanding or hereafter issued, that are payable in whole or in part from a pledge of all or part of the revenues of such System.

"Unclaimed Payments" means money deposited with the Paying Agent/Registrar for the payment of principal, redemption premium, if any, or interest on the Certificates as the same become due and payable or money set aside for the payment of Certificates duly called for redemption prior to maturity, and remaining unclaimed for 90 days after the applicable payment or redemption date.

Section 1.02. Other Definitions.

The terms "City Council" and "City" shall have the meanings assigned in the preamble to this Ordinance.

Section 1.03. Findings.

The declarations, determinations and findings declared, made and found in the preamble to this Ordinance are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.04. Table of Contents, Titles and Headings.

The table of contents, titles and headings of the Articles and Sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Ordinance or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.05. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number

and vice versa.

(b) This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Ordinance.

ARTICLE II SECURITY FOR THE CERTIFICATES

Section 2.01. Tax Levy for Payment of the Certificates.

(a) The City Council hereby declares and covenants that it will provide and levy a tax legally and fully sufficient for payment of the Certificates, it having been determined that the existing and available taxing authority of the City for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding obligations of the City.

(b) In order to provide for the payment of the debt service requirements on the Certificates, being (i) the interest on the Certificates and (ii) a sinking fund for their payment at maturity or a sinking fund of two percent (whichever amount is the greater), there is hereby levied for the current year and each succeeding year thereafter, while the Certificates or interest thereon remain outstanding and unpaid, a tax within legal limitations on each \$100 valuation of taxable property in the City that is sufficient to pay such debt service requirements, full allowance being made for delinquencies and costs of collection.

(c) The tax levied by this Section shall be assessed and collected each year and applied to the payment of the debt service requirements on the Certificates, and the tax shall not be diverted to any other purpose.

Section 2.02. Revenue Pledge.

The Certificates are additionally secured by and shall be payable from a limited pledge of the Surplus Revenues of the City's water and wastewater system not to exceed \$1,000.

ARTICLE III AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE CERTIFICATES

Section 3.01. Authorization.

The City's certificates of obligation to be designated "City of Lockhart, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2026," are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas in the aggregate principal amount of \$_____ for the purpose of paying contractual obligations incurred or to be incurred for improving, constructing, equipping, acquiring, or designing the City's: (1) parks and recreation facilities, to include an aquatics center, recreation center and improving Lions Park; (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.

Section 3.02. Date, Denomination, Maturities, Numbers and Interest.

(a) The Certificates shall be dated July 30, 2026 and have an Original Issue Date of July 30, 2026, shall be in fully registered form, without coupons, in the denomination of \$5,000 or any integral multiple thereof, and shall be numbered separately from one upward or such other designation acceptable to the City and the Paying Agent/Registrar.

(b) The Certificates shall mature on August 1 in the years and in the principal amounts and interest rates set forth below, interest on each Certificate accruing from the Original Issue Date or the most recent Interest Payment Date to which interest has been paid or provided for at the per annum rates of interest, payable semiannually on February 1 and August 1 of each year commencing February 1, 2027, until the principal amount shall have been paid or provision for such payment shall have been made, as follows:

<u>YEAR</u>	<u>AMOUNT</u>	<u>RATE</u>	<u>YEAR</u>	<u>AMOUNT</u>	<u>RATE</u>
2028	\$	%	2037	\$	%
****			2038		
2029			2039		
2030			2040		
2031			2041		
2032			2042		
2033			2043		
2034			2044		
2035			2045		
2036			2046		

Section 3.03. Medium, Method and Place of Payment.

(a) The principal of, premium, if any, and interest on the Certificates shall be paid in lawful money of the United States of America as provided in this Section.

(b) Interest on the Certificates shall be payable to the Owners whose names appear in the Register at the close of business on the Record Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date", which shall be at least 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Owner of a Certificate appearing on the books of the

Paying Agent/Registrar at the close of business on the last business day next preceding the date of mailing of such notice.

(c) Interest on the Certificates shall be paid by check (dated as of the Interest Payment Date) and sent by the Paying Agent/Registrar to the person entitled to such payment by United States mail, first class postage prepaid, to the address of such person as it appears in the Register or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be paid; provided, however, that such person shall bear all risk and expenses of such other customary banking arrangements.

(d) The principal of each Certificate shall be paid to the person in whose name such Certificate is registered on the due date thereof (whether at the maturity date or the date of prior redemption thereof) upon presentation and surrender of such Certificate at the Designated Payment/Transfer Office.

(e) If a date for the payment of the principal of or interest on the Certificates is a Saturday, Sunday, legal holiday, or a day on which banking institutions in the city in which the Designated Payment/Transfer Office is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which such banking institutions are required or authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

(f) Subject to Title 6, Texas Property Code, as amended, Unclaimed Payments remaining unclaimed for three years after the applicable payment or redemption date shall be paid by the Paying Agent/Registrar to the City, to be used for any lawful purpose. Thereafter, neither the City, the Paying Agent/Registrar, nor any other person shall be liable or responsible to any Owners of such Certificates for any further payment of such unclaimed moneys or on account of any such Certificates, subject to any applicable escheat, abandoned property, or similar law.

Section 3.04. Execution and Initial Registration.

(a) The Certificates shall be executed on behalf of the City by the Mayor and City Secretary of the City, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Certificates shall have the same effect as if each of the Certificates had been signed manually and in person by each of said officers, and such facsimile seal on the Certificates shall have the same effect as if the official seal of the City had been manually impressed upon each of the Certificates.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Certificates ceases to be such officer before the authentication of such Certificates or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears

thereon the Certificate of Paying Agent/Registrar substantially in the form provided in this Ordinance, duly authenticated by manual execution by an officer or duly authorized representative of the Paying Agent/Registrar. It shall not be required that the same authorized representative of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Certificates. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Certificate delivered on the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided in this Ordinance, manually executed by the Comptroller of Public Accounts of the State of Texas or by his duly authorized agent, which certificate shall be evidence that the Initial Certificate has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the City, and has been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Closing Date, one Initial Certificate representing the entire principal amount of the Certificates, payable in stated installments to the Purchaser or its designee, executed by manual or facsimile signature of the Mayor and City Secretary of the City, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to the Purchaser or its designee. Upon payment for the Initial Certificate, the Paying Agent/Registrar shall cancel the Initial Certificate and deliver to DTC on behalf of the Purchaser one registered definitive Certificate for each year of maturity of the Certificates in the aggregate principal amount of all Certificates for such maturity, registered in the name of Cede & Co., as nominee for DTC. To the extent that the Paying Agent/Registrar is eligible to participate in DTC's FAST System, pursuant to an agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Certificates in safekeeping for DTC.

Section 3.05. Ownership.

(a) The City, the Paying Agent/Registrar and any other person may treat the person in whose name any Certificate is registered as the absolute owner of such Certificate for the purpose of making and receiving payment of the principal thereof and premium, if any, thereon, for the further purpose of making and receiving payment of the interest thereon (subject to the provisions herein that interest is to be paid to the person in whose name the Certificate is registered on the Record Date or Special Record Date, as applicable), and for all other purposes, whether or not such Certificate is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the person deemed to be the Owner of any Certificate in accordance with this Section shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Certificate to the extent of the sums paid.

Section 3.06. Registration, Transfer and Exchange.

(a) So long as any Certificates remain outstanding, the City shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Certificates in accordance with this Ordinance.

(b) Registration of any Certificate may be transferred in the Register only upon the presentation and surrender thereof at the Designated Payment/Transfer Office for transfer of registration and cancellation, together with proper written instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of the Certificates, or any portion thereof in any integral multiple of \$5,000, to the assignee or assignees thereof, and the right of such assignee or assignees thereof to have the Certificate or any portion thereof registered in the name of such assignee or assignees. No transfer of any Certificate shall be effective until entered in the Register. Upon assignment and transfer of any Certificate or portion thereof, a new Certificate or Certificates will be issued by the Paying Agent/Registrar in conversion and exchange for such transferred and assigned Certificate. To the extent possible the Paying Agent/Registrar will issue such new Certificate or Certificates in not more than three business days after receipt of the Certificate to be transferred in proper form and with proper instructions directing such transfer.

(c) Any Certificate may be converted and exchanged only upon the presentation and surrender thereof at the Designated Payment/Transfer Office, together with a written request therefor duly executed by the registered owner or assignee or assignees thereof, or its or their duly authorized attorneys or representatives, with guarantees of signatures satisfactory to the Paying Agent/Registrar, for a Certificate or Certificates of the same maturity and interest rate and in any authorized denomination and in an aggregate principal amount equal to the unpaid principal amount of the Certificate presented for exchange. If a portion of any Certificate is redeemed prior to its scheduled maturity as provided herein, a substitute Certificate or Certificates having the same maturity date, bearing interest at the same rate, in the denomination or denominations of any integral multiple of \$5,000 at the request of the registered owner, and in an aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon surrender thereof for cancellation. To the extent possible, a new Certificate or Certificates shall be delivered by the Paying Agent/Registrar to the Owner of the Certificate or Certificates in not more than three business days after receipt of the Certificate to be exchanged in proper form and with proper instructions directing such exchange.

(d) Each Certificate issued in exchange for any Certificate or portion thereof assigned, transferred or converted shall have the same principal maturity date and bear interest at the same rate as the Certificate for which it is being exchanged. Each substitute Certificate shall bear a letter and/or number to distinguish it from each other Certificate. The Paying Agent/Registrar shall convert and exchange the Certificates as provided herein, and each substitute Certificate delivered in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such substitute Certificate is delivered.

(e) The City will pay the Paying Agent/Registrar's reasonable and customary charge for the initial registration or any subsequent transfer, exchange or conversion of Certificates, but the Paying Agent/Registrar will require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer, exchange or conversion of a Certificate. In addition, the City hereby covenants with the Owners of the Certificates that it will (i) pay the reasonable and standard or customary fees and charges of the Paying Agent/Registrar for its services with respect to the payment of the principal of and

interest on the Certificates, when due, and (ii) pay the fees and charges of the Paying Agent/Registrar for services with respect to the transfer, registration, conversion and exchange of Certificates as provided herein.

(f) Neither the City nor the Paying Agent/Registrar shall be required to transfer or exchange any Certificate called for redemption, in whole or in part, within 45 days of the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled balance of a Certificate.

Section 3.07. Cancellation and Authentication.

(a) All Certificates paid or redeemed before scheduled maturity in accordance with this Ordinance, and all Certificates in lieu of which exchange Certificates or replacement Certificates are authenticated and delivered in accordance with this Ordinance, shall be canceled and destroyed upon the making of proper records regarding such payment, redemption, exchange or replacement. The Paying Agent/Registrar shall periodically furnish the City with certificates of destruction of such Certificates.

(b) Each substitute Certificate issued pursuant to the provisions of Sections 3.06 and 3.08 of this Ordinance, in conversion of and exchange for or replacement of any Certificate or Certificates issued under this Ordinance, shall have printed thereon a Paying Agent/Registrar's Authentication Certificate, in the form hereinafter set forth. An authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Certificate, manually sign and date such Certificate, and no such Certificate shall be deemed to be issued or outstanding unless such Certificate is so executed. No additional ordinances, orders, or resolutions need be passed or adopted by the City Council or any other body or person so as to accomplish the foregoing conversion and exchange or replacement of any Certificate or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Certificates in the manner prescribed herein. Pursuant to Title 9, Tex. Gov't Code Ann., as amended, and particularly Chapter 1201, Subchapter D thereof, the duty of conversion and exchange or replacement of Certificates as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of the above Paying Agent/Registrar's Authentication Certificate, the converted and exchanged or replaced Certificates shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Initial Certificate which was originally delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(c) Certificates issued in conversion and exchange or replacement of any other Certificate or portion thereof, (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Certificates to be payable only to the registered owners thereof, (ii) may be redeemed prior to their scheduled maturities, (iii) may be transferred and assigned, (iv) may be converted and exchanged for other Certificates, (v) shall have the characteristics, (vi) shall be signed and sealed, and (vii) shall be payable as to principal of and interest, all as provided, and in the manner required or indicated, in the Form of Certificates set forth in this Ordinance.

Section 3.08. Replacement Certificates.

(a) Upon the presentation and surrender to the Paying Agent/Registrar, at the Designated Payment/Transfer Office, of a mutilated Certificate, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Certificate of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Certificate to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Certificate is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Certificate has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Certificate of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Certificate;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar and the City to save them harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Paying Agent/Registrar.

(c) If, after the delivery of such replacement Certificate, a bona fide purchaser of the original Certificate in lieu of which such replacement Certificate was issued presents for payment such original Certificate, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Certificate from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Certificate has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Certificate, may pay such Certificate if it has become due and payable or may pay such Certificate when it becomes due and payable.

(e) Each replacement Certificate delivered in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such replacement Certificate is delivered.

Section 3.09. Book-Entry-Only System.

(a) The definitive Certificates shall be initially issued in the form of a separate single fully registered Certificate for each of the maturities thereof. Upon initial issuance, the ownership of each such Certificate shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 3.11 hereof, all of the outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates, except as provided in this Ordinance. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Certificates, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Certificates. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Register as the absolute Owner of such Certificate for the purpose of payment of principal of, premium, if any, and interest on the Certificates, for the purpose of giving notices of redemption and other matters with respect to such Certificate, for the purpose of registering transfer with respect to such Certificate, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Certificates only to or upon the order of the respective Owners, as shown in the Register as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of, premium, if any, and interest on the Certificates to the extent of the sum or sums so paid. No person other than an Owner, as shown in the register, shall receive a Certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks or drafts being mailed to the registered Owner at the close of business on the Record Date, the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(c) The execution and delivery of the Representation Letter is hereby ratified and confirmed; and the provisions thereof shall be fully applicable to the Certificates.

Section 3.10. Successor Securities Depository; Transfer Outside Book-Entry Only System.

In the event that the City or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, and that it is in the best interest of the beneficial owners of the Certificates that they be able to obtain certificated

Certificates, or in the event DTC discontinues the services described herein, the City or the Paying Agent/Registrar shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants, as identified by DTC, of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository or (ii) notify DTC and DTC Participants, as identified by DTC, of the availability through DTC of Certificates and transfer one or more separate Certificates to DTC Participants having Certificates credited to their DTC accounts, as identified by DTC. In such event, the Certificates shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

Section 3.11. Payments to Cede & Co.

Notwithstanding any other provision of this Ordinance to the contrary, so long as any Certificates are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Certificates, and all notices with respect to such Certificates, shall be made and given, respectively, in the manner provided in the Representation Letter.

ARTICLE IV REDEMPTION OF CERTIFICATES BEFORE MATURITY

Section 4.01. Limitation on Redemption.

The Certificates shall be subject to redemption before scheduled maturity only as provided in this Article IV.

Section 4.02. Redemption of Certificates Prior to Maturity

(a) The City reserves the option to redeem the Certificates maturing on and after August 1, 2036, in whole or from time to time in part, before their scheduled maturity date, on August 1, 2035, or on any date thereafter (such redemption date or dates to be fixed by the City) at a price equal to the principal amount of the Certificates called for redemption plus accrued interest from the most recent interest payment date on which interest has been paid or duly provided for to the redemption date.

(b) The City, at least forty-five (45) days before the redemption date (unless a shorter period shall be satisfactory to the Paying Agent/Registrar), shall notify the Paying Agent/Registrar of such redemption date and of the principal amount of Certificates to be redeemed.

Section 4.03. Partial Redemption.

(a) If less than all of the Certificates are to be redeemed pursuant to Section 4.02, the City shall determine the maturities and amounts thereof to be redeemed and shall direct the Paying

Agent/Registrar (or DTC or a successor securities depository, as applicable, if the Certificates are in Book-Entry-Only form) to call by lot Certificates, or portions thereof within such maturity and in such principal amounts, for redemption.

(b) A portion of a single Certificate of a denomination greater than \$5,000 may be redeemed, but only in a principal amount equal to \$5,000 or any integral multiple thereof. The Paying Agent/Registrar shall treat each \$5,000 portion of the Certificate as though it were a single Certificate for purposes of selection for redemption.

(c) Upon surrender of any Certificate for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.06, shall authenticate and deliver in exchange a Certificate or Certificates in an aggregate principal amount equal to the unredeemed portion of the Certificate so surrendered.

(d) The Paying Agent/Registrar shall promptly notify the City in writing of the principal amount to be redeemed of any Certificate as to which only a portion thereof is to be redeemed.

Section 4.04. Notice of Redemption to Owners.

(a) The Paying Agent/Registrar shall give notice of any redemption of Certificates by sending notice by United States mail, first class postage prepaid, not less than thirty (30) days before the date fixed for redemption, to the Owner of each Certificate (or part thereof) to be redeemed, at the address shown on the Register.

(b) The notice shall state the redemption date, the redemption price, the place at which the Certificates are to be surrendered for payment, and, if less than all the Certificates outstanding are to be redeemed, an identification of the Certificates or portions thereof to be redeemed.

(c) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

Section 4.05. Payment Upon Redemption.

(a) Before or on each redemption date, the Paying Agent/Registrar shall make provision for the payment of the Certificates to be redeemed on such date by setting aside and holding in trust an amount from the Interest and Sinking Fund or otherwise received by the Paying Agent/Registrar from the City sufficient to pay the redemption price of such Certificates.

(b) Upon presentation and surrender of any Certificate called for redemption at the Designated Payment/Transfer Office on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the redemption price of such Certificate to the date of redemption from the money set aside for such purpose.

Section 4.06. Effect of Redemption.

(a) Notice of redemption having been given as provided in Section 4.04, the Certificates or portions thereof called for redemption shall become due and payable on the date fixed for redemption and, unless the City defaults in the payment of the redemption price thereof, such Certificates or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Certificates are presented and surrendered for payment on such date.

(b) If any Certificate or portion thereof called for redemption is not so paid upon presentation and surrender of such Certificate for redemption, such Certificate or portion thereof shall continue to bear interest at the rate stated on the Certificate until paid or until due provision is made for the payment of same.

Section 4.07. Conditional Notice of Redemption.

With respect to any optional redemption of the Certificates, unless certain prerequisites to such redemption required by this have been met and the moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the City, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

ARTICLE V PAYING AGENT/REGISTRAR

Section 5.01. Appointment of Initial Paying Agent/Registrar.

(a) The City hereby appoints BOKF, NA, as its registrar and transfer agent to keep such books or records and make such transfers and registrations under such reasonable regulations as the City and the Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such transfer and registrations as herein provided. It shall be the duty of the Paying Agent/Registrar to obtain from the Owners and record in the Register the address of such Owner of each Certificate to which payments with respect to the Certificates shall be mailed, as provided herein. The City or its designee shall have the right to inspect the Register during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Paying Agent/Registrar has agreed to maintain a copy of the Register at its offices, or the office of its agent, located in Austin, Texas.

(b) The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificates. The Paying Agent/Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Certificates, and of all conversions, exchanges and replacements of such Certificates, as provided in this Ordinance.

(c) The execution and delivery of a Paying Agent/Registrar Agreement, specifying the duties and responsibilities of the City and the Paying Agent/Registrar, is hereby approved with such changes as may be approved by the Mayor of the City, and the Mayor and City Secretary of the City are hereby authorized to execute such agreement.

Section 5.02. Qualifications.

Each Paying Agent/Registrar shall be (i) a commercial bank, trust company, or other entity duly qualified and legally authorized under applicable law, (ii) authorized under such laws to exercise trust powers, (iii) subject to supervision or examination by a federal or state governmental authority, and (iv) a single entity.

Section 5.03. Maintaining Paying Agent/Registrar.

(a) At all times while any Certificates are outstanding, the City will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Ordinance.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the City will promptly appoint a replacement.

Section 5.04. Termination.

The City reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated a certified copy of a resolution of the City (i) giving notice of the termination of the appointment and of the Paying Agent/Registrar Agreement, stating the effective date of such termination, and (ii) appointing a successor Paying Agent/Registrar; provided that no such termination shall be effective until a successor Paying Agent/Registrar has accepted the duties of Paying Agent/Registrar for the Certificates.

Section 5.05. Notice of Change to Owners.

Promptly upon each change in the entity serving as Paying Agent/Registrar, the City will cause notice of the change to be sent to each Owner by United States mail, first class postage prepaid, at the address in the Register, stating the effective date of the change and the name of the replacement Paying Agent/Registrar and the mailing address of its Designated Payment/Transfer Office.

Section 5.06. Agreement to Perform Duties and Functions.

By accepting the appointment as Paying Agent/Registrar, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Ordinance and that it will perform the duties and

functions of Paying Agent/Registrar prescribed hereby.

Section 5.07. Delivery of Records to Successor.

If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Certificates to the successor Paying Agent/Registrar.

**ARTICLE VI
FORM OF THE CERTIFICATES**

Section 6.01. Form Generally.

(a) The Certificates, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Paying Agent/Registrar, and the Assignment form to appear on each of the Certificates, (i) shall be substantially in the form set forth in this Article, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Certificates, as evidenced by their execution thereof.

(b) Any portion of the text of any Certificates may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Certificates.

(c) The Certificates shall be printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other manner, all as determined by the officers executing such Certificates, as evidenced by their execution thereof, except that the Initial Certificate submitted to the Attorney General of Texas, the definitive Certificates delivered to DTC and any temporary Certificates may be typewritten or photocopied or otherwise produced.

Section 6.02. Form of Certificates.

The form of Certificates, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the form of Certificate of the Paying Agent/Registrar and the form of Assignment appearing on the Certificates, shall be substantially as follows:

FORM OF CERTIFICATE

NO. R-

**PRINCIPAL
AMOUNT
\$ _____**

**UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF CALDWELL
CITY OF LOCKHART, TEXAS
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION
SERIES 2026**

<u>INTEREST RATE</u>	<u>DATE OF CERTIFICATE</u>	<u>MATURITY DATE</u>	<u>CUSIP NO.</u>
	July 30, 2026	August 1, 20__	

REGISTERED OWNER:

PRINCIPAL AMOUNT:

ON THE MATURITY DATE specified above, the CITY OF LOCKHART, in Caldwell County, Texas (the "City"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the principal amount set forth above, and to pay interest thereon from the Date of Certificate semiannually on each February 1 and August 1 of each year commencing on February 1, 2027, to the maturity date specified above, or the date of redemption prior to maturity, at the interest rate per annum specified above; except that if this Certificate is required to be authenticated and the date of its authentication after any Record Date (hereinafter defined) but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged or converted from is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full. Notwithstanding the foregoing, during any period in which ownership of the Certificates is determined only by a book entry at a securities depository for the Certificates, any payment to the securities depository, or its nominee or registered assigns, shall be made in accordance with existing arrangements between the City and the securities depository.

THE PRINCIPAL OF AND INTEREST ON this Certificate are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Certificate shall be paid to the Registered Owner hereof upon presentation and surrender of this Certificate at maturity, or upon the date fixed for its redemption prior to maturity, at BOKF, NA, Dallas, Texas, which is the "Paying Agent/Registrar" for this Certificate at their office in Houston, Texas (the "Designated Payment/Transfer Office"). The payment of interest on this Certificate shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the City required by the ordinance authorizing the issuance of this Certificate (the "Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest

payment date, to the Registered Owner hereof, at its address as it appeared on the close of business on the fifteenth calendar day of the preceding month (the "Record Date") on the registration books kept by the Paying Agent/Registrar (the "Registration Books"). In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Certificate appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

DURING ANY PERIOD in which ownership of the Certificates is determined only by a book entry at a securities depository for the Certificates, if fewer than all of the Certificates of the same maturity and bearing the same interest rate are to be redeemed, the particular Certificates of such maturity and bearing such interest rate shall be selected in accordance with the arrangements between the City and the securities depository.

ANY ACCRUED INTEREST due at maturity as provided herein shall be paid to the Registered Owner upon presentation and surrender of this Certificate for payment at the Designated Payment/Transfer Office of the Paying Agent/Registrar. The City covenants with the Registered Owner of this Certificate that on or before each payment date for this Certificate it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Certificates, when due.

IF THE DATE for the payment of the principal of or interest on this Certificate shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the City where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS CERTIFICATE is one of a series of Certificates dated July 30, 2026, authorized in accordance with the Constitution and laws of the State of Texas in the aggregate principal amount of \$_____ FOR THE PURPOSE OF PAYING CONTRACTUAL OBLIGATIONS INCURRED OR TO BE INCURRED FOR IMPROVING, CONSTRUCTING, EQUIPPING, ACQUIRING, OR DESIGNING THE CITY'S: (1) PARKS AND RECREATION FACILITIES, TO INCLUDE AN AQUATICS CENTER, RECREATION CENTER AND IMPROVING LIONS PARK; (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.

ON AUGUST 1, 2035, or on any date thereafter, the Certificates of this Series maturing on and after August 1, 2036 may be redeemed prior to their scheduled maturities, at the option of the City, with funds derived from any available and lawful source, at par plus accrued interest to the date fixed for redemption as a whole, or from time to time in part, and, if in part, the particular maturities, or sinking fund installments in the case of Term Certificates, to be redeemed shall be selected and designated by the City and if less than all of a maturity, or sinking fund installments in the case of Term Certificates, is to be redeemed, the Paying Agent/Registrar shall determine by lot or other customary random method the Certificates, or a portion thereof, within such maturity, or sinking fund installments in the case of Term Certificates, to be redeemed (provided that a portion of a Certificate may be redeemed only in an integral multiple of \$5,000).

NO LESS THAN 30 days prior to the date fixed for any optional redemption, the City shall cause the Paying Agent/Registrar to send notice by United States mail, first-class postage prepaid to the Registered Owner of each Certificate to be redeemed at its address as it appeared on the Registration Books of the Paying Agent/Registrar at the close of business on the 45th day prior to the redemption date; provided, however, that the failure to send, mail or receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Certificates. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Certificates or portions thereof which are to be so redeemed. If due provision for such payment is made, all as provided above, the Certificates or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Certificates shall be redeemed a substitute Certificate or Certificates having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the Registered Owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the City, all as provided in the Ordinance.

WITH RESPECT TO any optional redemption of the Certificates, unless certain prerequisites to such redemption required by the Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the City, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in

which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

ALL CERTIFICATES OF THIS SERIES are issuable solely as fully registered Certificates, without interest coupons, in the denomination of any integral multiple of \$5,000. As provided in the Ordinance, this Certificate, or any unredeemed portion hereof, may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered Certificates, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of \$5,000 as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Certificate to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Ordinance. Among other requirements for such assignment and transfer, this Certificate must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Certificate or any portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in whose name or names this Certificate or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Certificate may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Certificate or any portion or portions hereof from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Certificate or portion thereof will be paid by the City. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange during the period commencing on the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date.

WHENEVER the beneficial ownership of this Certificate is determined by a book entry at a securities depository for the Certificates, the foregoing requirements of holding, delivering or transferring this Certificate shall be modified to require the appropriate person or entity to meet the requirements of the securities depository as to registering or transferring the book entry to produce the same effect.

IN THE EVENT any Paying Agent/Registrar for the Certificates is changed by the City, resigns, or otherwise ceases to act as such, the City has covenanted in the Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owners of the Certificates.

IT IS HEREBY certified, recited, and covenanted that this Certificate has been duly and validly authorized, issued, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance, and delivery of this Certificate have been performed, existed, and been done in accordance with law; and that ad

valorem taxes sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due, and as such principal matures, have been levied and ordered to be levied against all taxable property in the City, and have been pledged for such payment, within the limit prescribed by law and a subordinate lien limited pledge of the surplus revenues of the City's water and wastewater system, which amount shall not exceed \$1,000.

BY BECOMING the Registered Owner of this Certificate, the Registered Owner thereby acknowledges all of the terms and provisions of the Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the City, and agrees that the terms and provisions of this Certificate and the Ordinance constitute a contract between each Registered Owner hereof and the City.

IN WITNESS WHEREOF, the City has caused this Certificate to be signed with the manual or facsimile signature of the Mayor of the City and countersigned with the manual or facsimile signature of the City Clerk of said City, and has caused the official seal of the City to be duly impressed, or placed in facsimile, on this Certificate.

City Secretary, City of Lockhart, Texas

Mayor, City of Lockhart, Texas

[CITY SEAL]

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

(To be executed if this Certificate is not accompanied by an
executed Registration Certificate of the Comptroller
Public Accounts of the State of Texas)

This is one of the Certificates referred to in the within mentioned Ordinance. The series of Certificates of which this Certificate is a part was originally issued as one Initial Certificate which was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

BOKE, NA
as Paying Agent/Registrar

Dated: _____

By: _____
Authorized Representative

FORM OF ASSIGNMENT

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

Please insert Social Security or Taxpayer Identification Number of Transferee

Please print or typewrite name and address, including zip code, of Transferee

the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to register the transfer of the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Certificate in every particular, without alteration or enlargement or any change whatsoever.

INITIAL CERTIFICATE INSERTIONS

The Initial Certificate shall be in the form set forth in this Section, except that:

A. Immediately under the name of the Certificates, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As Shown Below" and "CUSIP NO." shall be deleted.

B. The first paragraph shall be deleted and the following will be inserted:

"ON THE DATE SPECIFIED BELOW, the City of Lockhart, Texas (the "City"), being a political subdivision, hereby promises to pay the annual installments set forth below to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on August 1 in each of the years, in the principal installments in the following schedule and bearing interest at the per annum rate stated above:

Year

Principal Amount

Interest Rates

(Information from Section 3.02 to be inserted)

The City promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Closing Date at the respective Interest Rate per annum specified above. Interest is payable on February 1, 2027, and semiannually on each August 1 and February 1 thereafter to the date of payment of the principal installment specified above; except, that if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full."

C. The Initial Certificate shall be numbered "T-1."

(ii) The following Registration Certificate of Comptroller of Public Accounts shall appear on the Initial Certificate in lieu of the Certificate of Paying Agent/Registrar:

FORM OF REGISTRATION CERTIFICATE OF THE COMPTROLLER OF PUBLIC ACCOUNTS

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

I hereby certify that this Certificate has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and that this Certificate has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this _____.

Acting Comptroller of Public Accounts
of the State of Texas

(COMPTROLLER'S SEAL)

Section 6.03. CUSIP Registration.

The City may secure identification numbers through the CUSIP Service Bureau Division of Standard & Poor's Corporation, and may authorize the printing of such numbers on the face of the Certificates. It is expressly provided, however, that the presence or absence of CUSIP numbers

on the Certificates shall be of no significance or effect as regards the legality thereof and neither the City nor the attorneys approving said Certificates as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Certificates.

Section 6.04. Municipal Bond Insurance.

If municipal bond guaranty insurance is obtained with respect to the Certificates, the Certificates, including the Initial Certificate, may bear an appropriate legend, as provided by the insurer.

**ARTICLE VII
SALE OF THE CERTIFICATES; CONTROL
AND DELIVERY OF THE CERTIFICATES**

Section 7.01. Sale of Certificates, Official Statement.

(a) The Certificates are hereby sold and shall be delivered to [the bidder whose bid produced the lowest net effective interest rate, pursuant to the taking of public bids therefor, on this date, and shall be delivered to] _____ (the "Purchaser") at a price of \$_____ representing the par amount of \$_____. plus a reoffering premium of \$_____, less an underwriter's discount of \$_____ and less the Bond Insurance Premium of \$_____. The City will initially deliver to the Purchaser the Certificates authorized under this Ordinance. The Certificates shall initially be registered in the name of _____.

(b) The form and substance of the Official Statement for the Certificates and any addenda, supplement or amendment thereto (the "Official Statement") presented to and considered at this meeting, is hereby in all respects approved and adopted, and the Preliminary Official Statement is hereby confirmed as deemed final as of its date (except for the omission of pricing and related information) within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended, by the City Council. The Mayor and City Secretary of the City are hereby authorized and directed to execute the same and deliver appropriate numbers of executed copies thereof to the Purchaser of the Certificates. The Official Statement as thus approved, executed and delivered, with such appropriate variations as shall be approved by the Mayor of the City and the Purchaser of the Certificates, may be used by the Purchaser in the public offering and sale thereof. The use and distribution of the Official Statement in the public offering of the Certificates by the Purchaser is hereby ratified, approved and confirmed. The City Secretary of the City is hereby authorized and directed to include and maintain a copy of the Official Statement and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting. The use and distribution of the Preliminary Official Statement for the Certificates and the preliminary public offering of the Certificates by the Purchaser is hereby ratified, approved and confirmed.

(c) All officers of the City are authorized to execute such documents, certificates and receipts as they may deem appropriate in order to consummate the delivery of the Certificates.

(d) All officers of the City are authorized to do any and all things to execute and deliver any and all documents, certificates or other instruments necessary or required for the issuance of any policy or policies of municipal bond insurance relating to the Certificates. The ordinance requirements and accompanying commitments for such insurance are hereby approved and made a part of this Ordinance by reference. To the extent permitted by applicable law, the City will comply with all notice and other applicable requirements of the insurer issuing the municipal bond insurance policy and financial guaranty insurance in connection with the issuance of the Certificates, as such requirements may be in the effect and transmitted to Bond Counsel with such insurer's commitment to issue such insurance.

(e) The obligation of the Purchaser to accept delivery of the Certificates is subject to the Purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., Bond Counsel for the City, which opinion shall be dated and delivered on the Closing Date. The engagement of such firm as bond counsel for the City in connection with the issuance, sale and delivery of the Certificates is hereby approved, ratified and confirmed.

Section 7.02. Control and Delivery of Certificates.

(a) The Mayor of the City is hereby authorized to have control of the Initial Certificate and all necessary records and proceedings pertaining thereto pending investigation, examination and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State of Texas, and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts of the State of Texas, delivery of the Certificates shall be made to the Purchaser under and subject to the general supervision and direction of the Mayor of the City, against receipt by the City of all amounts due to the City under the terms of sale.

ARTICLE VIII CREATION OF FUNDS AND ACCOUNTS; DEPOSIT OF PROCEEDS; INVESTMENTS

Section 8.01. Creation of Funds.

(a) The City hereby establishes the following special funds or accounts:

- 1) the City of Lockhart, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2026, Interest and Sinking Fund (the "Interest and Sinking Fund"); and
- 2) the City of Lockhart, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2026, Construction Fund (the "Construction Fund").

(b) The Interest and Sinking Fund and the Construction Fund shall be maintained at an official depository of the City.

Section 8.02. Interest and Sinking Fund.

a) The taxes levied and revenues pledged under Article II shall be deposited to the credit of the Interest and Sinking Fund at such times and in such amounts as necessary for the timely payment of the principal of and interest on the Certificates.

(b) The proceeds of the Certificates representing accrued interest on the Certificates shall be deposited to the credit of the Interest and Sinking Fund for the payment of interest on the Certificates.

(c) Money on deposit in the Interest and Sinking Fund shall be used to pay the principal of and interest on the Certificates as such become due and payable.

Section 8.03. Construction Fund.

(a) Money on deposit in the Construction Fund, including investment earnings thereof, shall be used for the purposes specified in Section 3.01 of this Ordinance.

(b) All amounts remaining in the Construction Fund after the accomplishment of the purposes for which the Certificates are hereby issued, including investment earnings of the Construction Fund, shall be deposited into the Interest and Sinking Fund, unless a change in applicable law, as evidenced by an opinion of bond counsel, permits or authorizes all or any part of such funds to be used for other purposes.

Section 8.04. Security of Funds.

All moneys on deposit in the funds referred to in this Ordinance shall be secured in the manner and to the fullest extent required by the laws of the State of Texas for the security of public funds, and moneys on deposit in such funds shall be used only for the purposes permitted by this Ordinance.

Section 8.05. Deposit of Proceeds.

(a) All amounts received on the Closing Date as accrued interest on the Certificates from the Original Issue Date to the Closing Date, and premium, if any, on the Certificates shall be deposited to the Interest and Sinking Fund.

(b) The remainder of the proceeds of the Certificates shall be deposited to the Construction Fund and used for the purposes specified in Section 3.01 hereof and for paying the costs of issuance with respect to the Certificates.

Section 8.06. Investments.

(a) Money in the funds established by this Ordinance, at the option of the City, may be invested in such securities or obligations as permitted under applicable law.

(b) Any securities or obligations in which money is so invested shall be kept and held in trust for the benefit of the Owners and shall be sold and the proceeds of sale shall be timely applied to the making of all payments required to be made from the fund from which the investment was made.

Section 8.07. Investment Income.

Interest and income derived from investment of any fund created by this Ordinance shall be credited to such fund.

**ARTICLE IX
PARTICULAR REPRESENTATIONS AND COVENANTS**

Section 9.01. Payment of the Certificates.

While any of the Certificates are outstanding and unpaid, there shall be made available to the Paying Agent/Registrar, out of the Interest and Sinking Fund, money sufficient to pay the interest on and the principal of the Certificates, as applicable, as will accrue or mature on each applicable Interest Payment Date.

Section 9.02. Other Representations and Covenants.

(a) The City will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Ordinance and in each Certificate; the City will promptly pay or cause to be paid the principal of, interest on, and premium, if any, with respect to, each Certificate on the dates and at the places and manner prescribed in such Certificate; and the City will, at the times and in the manner prescribed by this Ordinance, deposit or cause to be deposited the amounts of money specified by this Ordinance.

(b) The City is duly authorized under the laws of the State of Texas to issue the Certificates; all action on its part for the creation and issuance of the Certificates has been duly and effectively taken; and the Certificates in the hands of the Owners thereof are and will be valid and enforceable obligations of the City in accordance with their terms.

Section 9.03. Covenants Regarding Tax Exemption of Interest on the Certificates.

(a) Covenants. The City covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Certificates as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

- 1) to take any action to assure that no more than 10 percent of the proceeds of the Certificates or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed

therewith are so used, such amounts, whether or not received by the City, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Certificates, in contravention of section 141(b)(2) of the Code;

- 2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Certificates or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;
- 3) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Certificates (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;
- 4) to refrain from taking any action which would otherwise result in the Certificates being treated as "private activity bonds" within the meaning of section 141(b) of the Code;
- 5) to refrain from taking any action that would result in the Certificates being "federally guaranteed" within the meaning of section 149(b) of the Code;
- 6) to refrain from using any portion of the proceeds of the Certificates, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Certificates, other than investment property acquired with:
 - i. proceeds of the Certificates invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 30 days or less until such proceeds are needed for the purpose for which the Certificates are issued,
 - ii. amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and
 - iii. amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Certificates;
- 7) to otherwise restrict the use of the proceeds of the Certificates or amounts treated as proceeds of the Certificates, as may be necessary, so that the Certificates do not

otherwise contravene the requirements of section 148 of the Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the Code (relating to advance refundings); and

- 8) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Certificates) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Certificates have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (8), a "Rebate Fund" is hereby established by the City for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The City understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Certificates. It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Certificates, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Certificates, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the City Manager or Director of Finance to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the City, which may be permitted by the Code as are consistent with the purpose for the issuance of the Certificates. The Ordinance is intended to satisfy the official intent requirements set forth in Section 1.152.2 of the Treasury Regulations.

(d) Allocation Of and Limitation On, Expenditures for the Project. The City covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 3.01 of this Ordinance (the "Project") on its books and records in accordance with the requirements of the Code. The City recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the City recognizes that in order for proceeds to be expended under the Code, the sale proceeds or investment earnings must be expended no more

than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Certificates, or (2) the date the Certificates are retired. The City agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Certificates. For purposes of this subsection, the City shall not be obligated to comply with this covenant if it obtains an opinion of nationally-recognized bond counsel to the effect that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Project. The City covenants that the property constituting the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation, unless the City obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Certificates. For purposes of this subsection, the portion of the property comprising personal property and disposed of in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes of this subsection, the City shall not be obligated to comply with this covenant if it obtains an opinion of nationally-recognized bond counsel to the effect that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(f) Written Procedures. Unless superseded by another action of the City, to ensure compliance with the covenants contained herein regarding private business use, remedial actions, arbitrage and rebate, the City hereby adopts and establishes the instructions attached hereto as Exhibit "A" as their written procedures for the Certificates and any other tax-exempt debt or obligation outstanding or hereafter issued.

ARTICLE X DEFAULT AND REMEDIES

Section 10.01. Events of Default.

Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an "Event of Default," to-wit:

- i. the failure to make payment of the principal of or interest on any of the Certificates when the same becomes due and payable; or
- ii. default in the performance or observance of any other covenant, agreement or obligation of the City, the failure to perform which materially, adversely affects the rights of the Registered Owners of the Certificates, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the City.

Section 10.02. Remedies for Default.

(a) Upon the happening of any Event of Default, then and in every case any Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor,

may proceed against the City, or any official, officer or employee of the City in their official capacity, for the purpose of protecting and enforcing the rights of the Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Owners hereunder or any combination of such remedies.

(b) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Owners of Certificates then outstanding.

Section 10.03. Remedies Not Exclusive.

(a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Certificates or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Certificates shall not be available as a remedy under this Ordinance.

(b) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(c) By accepting the delivery of a Certificate authorized under this Ordinance, such Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the City or the City Council.

(d) No covenant or agreement contained in the Certificates, this Ordinance or any corollary instrument shall be deemed to be the covenant or agreement of any member of the City Council or any officer, agent, employee or representative of the City Council in his or her individual capacity, and neither the directors, officers, agents, employees or representatives of the City Council nor any person executing the Certificates shall be personally liable thereon or be subject to any personal liability for damages or otherwise or accountability by reason of the issuance thereof, or any actions taken or duties performed, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability being expressly released and waived as a condition of and in consideration for the issuance of the Certificates.

ARTICLE XI DISCHARGE AND DEFEASANCE

Section 11.01. Defeasance of Certificates.

(a) Any Certificate and the interest thereon shall be deemed to be paid, retired and no longer outstanding ("Defeased Certificate") within the meaning of this Ordinance, except to the extent provided in subsections (c) and (e) of this Section, when payment of the principal of such Certificate, plus interest thereon to the due date or dates (whether such due date or dates be by

reason of maturity, upon redemption, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption) or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar or a commercial bank or trust company for such payment (1) lawful money of the United States of America sufficient to make such payment, (2) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment and when proper arrangements have been made by the City with the Paying Agent/Registrar or a commercial bank or trust company for the payment of its services until all Defeased Certificates shall have become due and payable or (3) any combination of (1) and (2). At such time as a Certificate shall be deemed to be a Defeased Certificate hereunder, as aforesaid, such Certificate and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities.

(b) The deposit under clause (ii) of subsection (a) shall be deemed payment of a Certificate as aforesaid when proper notice of redemption of such Certificates shall have been given, in accordance with this Ordinance. Any money so deposited with the Paying Agent/Registrar or a commercial bank or trust company as provided in this Section may at the discretion of the City Council also be invested in Defeasance Securities, maturing in the amounts and at the times as hereinbefore set forth, and all income from all Defeasance Securities in possession of the Paying Agent/Registrar or a commercial bank or trust company pursuant to this Section which is not required for the payment of such Certificate and premium, if any, and interest thereon with respect to which such money has been so deposited, shall be remitted to the City Council.

(c) Notwithstanding any provision of any other Section of this Ordinance which may be contrary to the provisions of this Section, all money or Defeasance Securities set aside and held in trust pursuant to the provisions of this Section for the payment of principal of the Certificates and premium, if any, and interest thereon, shall be applied to and used solely for the payment of the particular Certificates and premium, if any, and interest thereon, with respect to which such money or Defeasance Securities have been so set aside in trust. Until all Defeased Certificates shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Certificates the same as if they had not been defeased, and the City shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(d) Notwithstanding anything elsewhere in this Ordinance, if money or Defeasance Securities have been deposited or set aside with the Paying Agent/Registrar or a commercial bank or trust company pursuant to this Section for the payment of Certificates and such Certificates shall not have in fact been actually paid in full, no amendment of the provisions of this Section shall be made without the consent of the registered owner of each Certificate affected thereby.

(e) Notwithstanding the provisions of subsection (a) immediately above, to the extent that, upon the defeasance of any Defeased Certificate to be paid at its maturity, the City retains the right under Texas law to later call that Defeased Certificate for redemption in accordance with the provisions of the Ordinance authorizing its issuance, the City may call such Defeased Certificate for redemption upon complying with the provisions of Texas law and upon the satisfaction of the

provisions of subsection (a) immediately above with respect to such Defeased Certificate as though it was being defeased at the time of the exercise of the option to redeem the Defeased Certificate and the effect of the redemption is taken into account in determining the sufficiency of the provisions made for the payment of the Defeased Certificate.

As used in this section, "Defeasance Securities" means (i) Federal Securities, and (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the City Council adopts or approves proceedings authorizing the issuance of refunding certificates or otherwise provide for the funding of an escrow to effect the defeasance of the Certificates are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent.

ARTICLE XII CONTINUING DISCLOSURE UNDERTAKING

Section 12.01 Annual Reports.

(a) The City shall provide annually to the MSRB, in an electronic format as prescribed by the MSRB, within six months after the end of any fiscal year, financial information and operating data with respect to the City of the general type included in the final Official Statement authorized by Section 7.01(b) of this Ordinance, being the information described in Exhibit "B" hereto. Any financial statements to be so provided shall be (1) prepared in accordance with the accounting principles described in Exhibit "B" hereto, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the City shall provide unaudited financial statements within such period, and audited financial statements for the applicable fiscal year to the MSRB, when and if the audit report on such statements become available.

(b) If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document that is available to the public on the MSRB's internet web site or filed with the SEC. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

Section 12.02. Material Event Notices.

The City shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten business days after the occurrence of the event, of any of the following events with respect to the Certificates.

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Certificates, or other events affecting the tax status of the Certificates;
7. Modifications to rights of holders of the Certificates, if material;
8. Certificate calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Certificates, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the City;
13. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
15. Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holder, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material within the meaning of the federal securities laws; and

Appointment of a successor or additional trustee or the change of name of a trustee, if material within the meaning of the federal securities laws.

The City shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with section 12.01 of this Ordinance by the time required by such section. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

Section 12.03 Limitations, Disclaimers, and Amendments.

(a) The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the City in any event will give notice of any deposit made in accordance with Section 12.02 of this Ordinance that causes the Certificates no longer to be outstanding.

(b) The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Certificates, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

(c) UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(d) No default by the City in observing or performing its obligations under this Section shall comprise a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

(e) Should the Rule be amended to obligate the City to make filings with or provide notices to entities other than the MSRB, the City hereby agrees to undertake such obligation with respect to the Certificates in accordance with the Rule as amended.

(f) Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

(g) The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Certificates consents to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interest of the holders and beneficial owners of the Certificates. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with paragraph (a) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The City may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Certificates in the primary offering of the Certificates.

(h) All financial information, operating data, financial statements, and notices required by this Section to be provided to the MSRB shall be provided in an electronic format and be accompanied by identifying information prescribed by the MSRB.

(i) Financial information and operating data to be provided pursuant to Section 12.01 may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available to the public on the MSRB's Internet Web site or filed with the SEC.

ARTICLE XIII AMENDMENTS AND OTHER PROVISIONS

Section 13.01 Amendments.

This Ordinance shall not be amended or repealed by the City while any Certificate remains outstanding, except as permitted by this Section. The City, without the consent of or notice to any Owner, from time to time and at any time, may amend this Ordinance in any manner not detrimental to the interests of the Owners, including the curing of any ambiguity, inconsistency,

or formal defect or omission herein. In addition, the City, with the written consent of Owners holding a majority in aggregate principal amount of the Certificates then outstanding affected thereby, may amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Owners of then outstanding Certificates, no such amendment, addition, or rescission shall (i) extend the time or times of payment of the principal of and interest on the Certificates, reduce the principal amount thereof, redemption price therefor, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on the Certificates, (ii) give any preference to any Certificate over any other Certificate, or (iii) reduce the aggregate principal amount of Certificates required for consent to any such amendment, addition, or rescission.

Section 13.02. No Recourse Against City Officials

No recourse shall be had for the payment of principal of or interest on any Certificates or for any claim based thereon or on this Ordinance against any official of the City or any person executing any Certificates.

Section 13.03. Further Procedures.

The officers and employees of the City are hereby authorized and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of and under the corporate seal of the City all such instruments, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the initial sale and delivery of the Certificates, the Paying Agent/Registrar Agreement, and the Official Statement. In addition, prior to the initial delivery of the Certificates, the Mayor, the City Manager or Director of Finance of the City, and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance and as described in the Official Statement, (ii) obtain a rating from any of the national bond rating agencies, or (iii) obtain the approval of the Certificates by the Attorney General of Texas. In the event that any officer of the City whose signature shall appear on any certificate shall cease to be such officer before the delivery of such certificate, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 13.04. Severability.

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any person or circumstance is held to be invalid or unenforceable, the remainder of this Ordinance and the application of such section, article, paragraph, sentence, clause, phrase or word to other persons and circumstances nevertheless shall be valid and enforceable; and it is hereby declared that this Ordinance would have been enacted without such invalid or unenforceable provision.

Section 13.05. Interpretations.

All terms defined herein and all pronouns used in this Ordinance shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the articles and sections of this Ordinance and the Table of Contents of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Certificates and the validity of the lien on and pledge of the Pledged Revenues to secure the payment of the Certificates.

Section 13.06. Inconsistent Provisions.

All ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

Section 13.07. Interested Parties.

Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the City and the registered owners of the Certificates, any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Ordinance contained by and on behalf of the City shall be for the sole and exclusive benefit of the City and the registered owners of the Certificates.

Section 13.08. Incorporation of Recitals.

The City hereby finds that the statements set forth in the recitals of this Ordinance are true and correct, and the City hereby incorporates such recitals as a part of this Ordinance.

Section 13.09. Repealer.

This Ordinance shall become effect immediately from and after its passage on first and final reading in accordance with Section 1201.028, Texas Government Code, as amended.

Section 13.10. Effective Date.

This Ordinance shall become effect immediately from and after its passage on first and final reading in accordance with Section 1201.028, Texas Government Code, as amended.

Section 13.11. Perfection.

Chapter 1208, Government Code, applies to the issuance of the Certificates and the pledge of ad valorem taxes and surplus net revenues granted by the City under Sections 6 and 7 of this Ordinance, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Certificates are outstanding and unpaid such that the pledge of ad valorem taxes and surplus net revenues granted by the City under Sections 6 and 7 of this Ordinance is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to

preserve to the registered owners of the Certificates the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

Section 13.12. Electronic Signatures.

The City's Financial Advisor, Bond Counsel and City Attorney are hereby authorized to use electronic signatures for the Mayor, the City Secretary, the Director of Finance, the City Manager or any other authorized representative of the City in connection with the offering and sale of the Certificates.

IN ACCORDANCE WITH SECTION 1201.028, Texas Government Code, finally passed, approved and effective on July 7th, 2026.

CITY OF LOCKHART, TEXAS

Mayor, City of Lockhart, Texas

ATTEST:

City Secretary, City of Lockhart, Texas

[CITY SEAL]

EXHIBIT "A"

WRITTEN PROCEDURES RELATING TO CONTINUING COMPLIANCE WITH FEDERAL TAX COVENANTS

A. Arbitrage. With respect to the investment and expenditure of the proceeds of the Bonds, Notes, Certificates, Leases or other Obligations now or hereafter outstanding as having the interest on such debt exempt from Federal income taxes of the debt holder (the "Obligations") the Issuer's City Manager or Director of Finance (the "Responsible Person") will, as applicable to each issuance of Obligations:

- Instruct the appropriate person or persons that the construction, renovation or acquisition of the facilities must proceed with due diligence and that binding contracts for the expenditure of at least 5% of the proceeds of the Obligations will be entered into within 6 months of the Issue Date;
- Monitor that at least 85% of the proceeds of the Obligations to be used for the construction, renovation or acquisition of any facilities are expended within 3 years of the date of delivery of the Obligations ("Issue Date");
- Restrict the yield of the investments to the yield on the Obligations after 3 years of the Issue Date;
- Monitor all amounts deposited into a sinking fund or funds, e.g., the Debt Service Fund/Bond Fund/Interest and Sinking Fund, to assure that the maximum amount invested at a yield higher than the yield on the Obligations does not exceed an amount equal to the debt service on the Obligations in the succeeding 12-month period plus a carryover amount equal to one-twelfth of the principal and interest payable on the Obligations for the immediately preceding 12-month period;
- Ensure that no more than 50% of the proceeds of the Obligations are invested in an investment with a guaranteed yield for 4 years or more;
- Assure that the maximum amount of any reserve fund for any Obligations invested at a yield higher than the yield on the Obligations will not exceed the lesser of (1) 10% of the principal amount of the Obligations, (2) 125% of the average annual debt service on the Obligations measured as of the Issue Date, or (3) 100% of the maximum annual debt service on the Obligations as of the Issue Date;
- Monitor the actions of the escrow agent (to the extent an escrow is funded with proceeds) to ensure compliance with the applicable provisions of the escrow agreement, including with respect to reinvestment of cash balances;
- Maintain any official action of the Issuer (such as a reimbursement resolution) stating its intent to reimburse with the proceeds of the Obligations any amount

expended prior to the Issue Date for the acquisition, renovation or construction of the facilities;

- Ensure that the applicable information return (e.g., IRS Form 8038-G, 8038-GC, or any successor forms) is timely filed with the IRS;
- Assure that, unless excepted from rebate and yield restriction under section 148(f) of the Code, excess investment earnings are computed and paid to the U.S. government at such time and in such manner as directed by the IRS (i) at least every 5 years after the Issue Date and (ii) within 30 days after the date the Obligations are retired.

B. Private Business Use. With respect to the use of the facilities financed or refinanced with the proceeds of the Bonds the Responsible Person will:

- Monitor the date on which the facilities are substantially complete and available to be used for the purpose intended;
- Monitor whether, at any time the Obligations are outstanding, any person, other than the Issuer, the employees of the Issuer, the agents of the Issuer or members of the general public has any contractual right (such as a lease, purchase, management or other service agreement) with respect to any portion of the facilities;
- Monitor whether, at any time the Obligations are outstanding, any person, other than the Issuer, the employees of the Issuer, the agents of the Issuer or members of the general public has a right to use the output of the facilities (e.g., water, gas, electricity);
- Monitor whether, at any time the Obligations are outstanding, any person, other than the Issuer, the employees of the Issuer, the agents of the Issuer or members of the general public has a right to use the facilities to conduct or to direct the conduct of research;
- Determine whether, at any time the Obligations are outstanding, any person, other than the Issuer, has a naming right for the facilities or any other contractual right granting an intangible benefit;
- Determine whether, at any time the Obligations are outstanding, the facilities are sold or otherwise disposed of; and
- Take such action as is necessary to remediate any failure to maintain compliance with the covenants contained in the Order related to the public use of the facilities.

C. Record Retention. The Responsible Persons will maintain or cause to be maintained all records relating to the investment and expenditure of the proceeds of the Obligations and the use of the facilities financed or refinanced thereby for a period ending three (3) years after

the complete extinguishment of the Obligations. If any portion of the Obligations is refunded with the proceeds of another series of tax-exempt obligations, such records shall be maintained until the three (3) years after the refunding obligations are completely extinguished. Such records can be maintained in paper or electronic format.

D. Responsible Persons. Each Responsible Person shall receive appropriate training regarding the Issuer's accounting system, contract intake system, facilities management and other systems necessary to track the investment and expenditure of the proceeds and the use of the facilities financed with the proceeds of the Obligations. The foregoing notwithstanding, the Responsible Persons are authorized and instructed to retain such experienced advisors and agents as may be necessary to carry out the purposes of these instructions.

EXHIBIT "B"

DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

The following information is referred to in Article XII of this Ordinance.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the City to be provided annually in accordance with such Section are as specified (and included in the Appendix or under the headings of the Official Statement referred to) below:

1. The portions of the financial statements of the City appended to the Official Statement as Appendix B, but for the most recently concluded fiscal year.
2. Statistical and financial data set forth in Tables 1 through 5, inclusive, and 7 through 11, inclusive in the Official Statement.

Accounting Principles

The accounting principles referred to in such Section are the accounting principles described in the notes to the financial statements referred to in Appendix B to the Official Statement.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: July 7, 2026

AGENDA ITEM CAPTION: Discuss appointing members to the Lockhart Tourism Advisory Board for two-year terms beginning July 2026 and ending July 2028.

ORIGINATING DEPARTMENT AND CONTACT: Downtown & Tourism - Tiffany Padilla

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: On November 18, 2025, the City Council adopted Ordinance No. 2025-27, creating the City of Lockhart Downtown and Tourism Department and establishing the Lockhart Tourism Advisory Board. The Board was created to advise the Downtown and Tourism Director and the City Council on tourism-related policies, strategic initiatives, destination marketing, and programs intended to strengthen Lockhart's visitor economy.

Pursuant to Ordinance No. 2025-27, the Tourism Advisory Board consists of seven members appointed by the City Council, representing a cross-section of the tourism industry, including the hotel, restaurant, retail, arts and cultural, and visitor attraction sectors, along with at-large community representatives.

The Board will serve as an advisory body by providing recommendations on tourism promotion, destination development, special events, and initiatives that enhance visitor experiences while supporting local businesses and the community.

Staff is requesting that the City Council appoint members to the Tourism Advisory Board for two-year terms beginning in July 2026 and ending in July 2028. Following appointment, the Board will organize, elect officers, adopt bylaws, and begin holding regular meetings in accordance with the City's Code of Ordinances.

To date, staff has received the following applications of eligible individuals: Maxwell Yancy, Amanda (Mandy) Rowden, which are included in the application packet for consideration.

PROJECT SCHEDULE (if applicable): N/A

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: November 18, 2025, Approved Ordinance No. 2025-27

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Staff Recommends Appointing

City of Lockhart, Texas

Council Agenda Item Cover Sheet

Tourism Advisory Board Members

LIST OF SUPPORTING DOCUMENTS: Board Applications: Maxwell Yancy and Amanda Rowden

APPLICANT'S NAME: MAXWELL YANCY BOARD NAME(S): TOURISM BOARD (ADVISORY)

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: SEPT 2023 (APPROX)
- 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: 1/2024
- 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:

Tourism Advisory Board (Ordinance 2025-27)

<u>Y</u>	or	N	City Resident? If no, applicant does not qualify.
Y	or	<u>N</u>	Hotel representative?
Y	or	<u>N</u>	Restaurant representative?
<u>Y</u>	or	N	Retail representative? - <u>REPLUM CREEK RECORDS</u>
<u>Y</u>	or	N	Arts/Cultural representative? - <u>DD/HOST OF KLKT RADIO</u>
Y	or	<u>N</u>	Attractions Sector representative?
Y	or	N	AT-Large Community Member representative?

- Tourism Advisory Board** a) A Tourism Advisory Board is hereby created to advise the Downtown and Tourism Director and City Council on tourism-related policies, priorities, planning, and strategies.
- b) The Board shall consist of seven members appointed by the City Council, including representatives from the hotel, restaurant, retail, arts/ cultural, and attractions sectors, plus at- large community members. The City Council may appoint a Council Member Liaison as a non- voting member of the Board. The Lockhart Economic Development Corporation (LEDC) may appoint a Board of Director Liaison as a non-voting member of the Board.
- c) Members shall establish bylaws.
- d) Members shall serve staggered two-year terms and comply with the Texas Open Meetings Act.
- e) The Board shall meet at least quarterly and provide an annual report to City Council.

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 Maxwell Clayton Yancy		Preferred Name Max	
Physical Home Address 901 W. Prairie Lea St.			
Mailing Address (if different)			
City Lockhart	State TX	Zip 78644	
Home Phone		Work Phone	
Mobile Phone			
Email Address			
Date of Birth			

2. AREAS OF INTEREST

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

☐	Airport Advisory Board	☐	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).

As a downtown business owner, event promoter, member of the local community radio station, and proud Lockhart resident, I believe I can bring perspective and experience to the Tourism Advisory Board. I would love the opportunity to help shape our growth and highlight what makes our town so special.

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.



5/20/26

Applicant's Signature

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

APPLICANT'S NAME: AMANDA LEIGH ROWDEN BOARD NAME(S): TOURISM 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: JUNE 2023 (APPROX)

- 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: JULY 2023

- 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:**Tourism Advisory Board (Ordinance 2025-27)**

<u>Y</u>	or	N	City Resident? If no, applicant does not qualify
Y	or	N	Hotel representative?
Y	or	N	Restaurant representative?
Y	or	N	Retail representative?
<u>Y</u>	or	N	Arts/Cultural representative?
Y	or	N	Attractions Sector representative?
<u>Y</u>	or	N	AT-Large Community Member representative?

TEXAS WOMEN'S SONG WRITERS FESTIVAL

Tourism Advisory Board a) A Tourism Advisory Board is hereby created to advise the Downtown and Tourism Director and City Council on tourism-related policies, priorities, planning, and strategies.

b) The Board shall consist of seven members appointed by the City Council, including representatives from the hotel, restaurant, retail, arts/ cultural, and attractions sectors, plus at-large community members. The City Council may appoint a Council Member Liaison as a non-voting member of the Board. The Lockhart Economic Development Corporation (LEDC) may appoint a Board of Director Liaison as a non-voting member of the Board.

c) Members shall establish bylaws.

d) Members shall serve staggered two-year terms and comply with the Texas Open Meetings Act.

e) The Board shall meet at least quarterly and provide an annual report to City Council.

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 Amanda Leigh Rowden		Preferred Name Mandy Rowden	
Physical Home Address 1339 Camden Ln			
Mailing Address (if different) N/A			
City Lockhart	State Tx	Zip 78644	
Home Phor 3		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	☐	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).

I'm interested in the new Tourism Board, which isn't listed above. Based on my experience with live music, touring, event production and, more recently, the Texas Women Songwriters Festival (based in Lockhart) I think I have a lot to offer this board. I own a women's guitar school in Austin (Girl Guitar) and hold a Masters Degree in Music History from Texas State University where I also serve as an adjunct professor. I have a varied skill set, lots of energy, and am very eager to connect with and serve the Lockhart community.

3. BOARD MEMBER QUALIFICATIONS

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

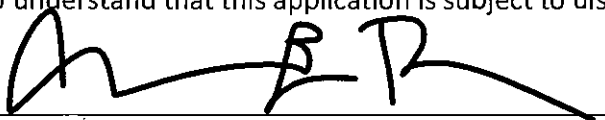
YES	NO	Please answer the following questions about Board/Commission qualifications:
☒	☐	Have you been a resident of the State of Texas/City of Lockhart for at least twelve (12) consecutive months preceding appointment?
☒	☐	Are you a registered voter?
☐	☒	Have you been removed from another city board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

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

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

Certification of Applicant

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



Applicant's Signature

5/26/26

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
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City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: July 7, 2026

AGENDA ITEM CAPTION: Presentation, discussion, and provide staff direction regarding proposed amendments to the City's film permitting policies, procedures, and application requirements.

ORIGINATING DEPARTMENT AND CONTACT: Downtown & Tourism - Tiffany Padilla

ACTION REQUESTED: Direction

BACKGROUND/SUMMARY/DISCUSSION: The City is conducting a comprehensive review of its current film permitting regulations, including Ordinance 2010-10 and the associated Film Permit Application, to ensure Lockhart continues to support film production while appropriately balancing the needs of residents, businesses, visitors, and the community.

Staff has evaluated the existing permitting process through discussions with downtown business owners, residents, film industry representatives, and City departments, as well as a review of best practices from comparable Texas communities. Based on this review, staff has identified several proposed amendments intended to improve clarity, consistency, and predictability for both applicants and affected stakeholders.

The proposed revisions include updates to public notification requirements, acknowledgment by affected property owners and businesses, permit fees, filming standards within downtown and residential areas, parking and right-of-way management, and other administrative procedures designed to improve the overall permitting process while preserving Lockhart's reputation as a film-friendly community.

Staff is seeking City Council feedback and direction regarding the proposed amendments before preparing final ordinance and application revisions for future consideration.

PROJECT SCHEDULE (if applicable): N/A

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: N/A

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Provide staff direction

LIST OF SUPPORTING DOCUMENTS: Code Of Ordinances Chapter 50 Article 4, film-information-packet-2018, Recommendations to film permitting and application

City of Lockhart, Texas

Council Agenda Item Cover Sheet

ARTICLE IV. PUBLIC PARK, BUILDING, CEMETERY, STREET/ALLEY/PUBLIC RIGHTS- OF-WAY CLOSURES FOR STILL PHOTOGRAPHY, FILMING OR MOVIE MAKING¹

Sec. 50-101. Permit required.

It shall be unlawful for any person, firm or corporation to close any portion of a public park, building, cemetery, street, alley, or other right-of-way for the purpose of filming or taping of movies, television programs, commercials, training films and/or shooting photographic projects without first obtaining a permit issued by the city.

(Ord. No. 2010-01, § 2, 1-5-10)

Sec. 50-102. Standards for permit issuance.

- (a) Any person, firm or corporation desiring such a permit to temporarily close any portion of a public park, cemetery, building, street, alley or other right-of-way for filming, photography projects or movie making shall make application on forms furnished by the city. The applicant shall pay all fees and deposits as are established by resolution to the public safety department prior to the request of the application being processed. In the event an application for a permit is denied or withdrawn by the applicant, the application fee will be retained by the city. All other fees will be calculated and paid upon permit issuance. The city is not responsible for any cost or inconvenience incurred by the applicant when the application is not approved. The completed application must be filed according to the following:

- (1) *Commercials or episodic television.* A minimum of two business days prior to the commencement of filming or any substantial activity related to the project.
- (2) *Feature films.* A minimum of five business days prior to the commencement of filming or any substantial activity related to the project.

The application is not considered complete until all documents and information as required has been submitted.

- (b) Any amendments to the application for any reason, a failure to meet the requirements by the applicant, changes requested by the applicant, and/or any combination of factors which alter the application will require the scheduled closing date to be amended to comply with the requirement. No guarantee of approval is implied by the acceptance of the application.
- (c) Waivers of the application submittal requirement or other provisions may be considered. Such waiver must be requested in writing by the applicant and shall be granted solely at the discretion of the city manager or his/her designee. The request for waiver shall state clearly the reasons for such request.

¹Editor's note(s)—Ord. No. 2010-01, § 2, adopted Jan. 5, 2010, amended art. IV in its entirety to read as herein set out. Former art. IV, §§ 50-101—50-109, entitled, "Street/Alley/Public Rights-of-Way Closures for Filming or Movie Making", pertained to similar subject matter and derived from: Ord. No. 97-11, §§ I(22-42)—I(22-49), VI, adopted June 18, 1997.

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- (d) The request is to be submitted and coordinated through the public safety director.
 - (e) Each named or numbered street, alley or other right-of-way, pedestrian right-of-way, park, cemetery or building or any portion thereof requires a separate application.
 - (f) The applicant is responsible for securing the cooperation of all property owners/occupants affected by the park, building, cemetery, street, alley or other rights-of-way closing and will provide proof that all property owners/occupants have been notified by attaching to the application a statement signed by all affected property owners/occupants listing the name, address and telephone number of the person contacted expressing their approval or disapproval of the park, building, cemetery, street, alley or other right-of-way closure. Failure to notify any property owners/occupants may result in the denial of the application or require a change in the scheduled closing date.
 - (g) The applicant will provide a sketch of the park, building, cemetery, street, alley or other rights-of-way closure area indicating the area to be closed and the location of all properties adjacent to the area being closed. Failure to include all information as required may result in the denial of the application or require a change in the scheduled closing date.
 - (h) The applicant shall secure all other permits as established by City Code (i.e., electrical, building) to facilitate the completion of the photography project, filming or movie making. Any additional permits required have a separate application and review process and must be submitted to the appropriate city department or official.
 - (i) The applicant will provide proof of a traffic control plan provided by a professional barricade company indicating placement of barricades, types of barricades, warning and detour signs. The traffic control plan will comply with chapter 56 of the City of Lockhart's Code of Ordinances and the Texas Uniform Manual of Traffic Control Devices.
 - (j) Parks, buildings, cemeteries, streets, alleys or other rights-of-way will not be closed prior to the time authorized by the city manager or his/her designee and will not be physically blocked to prevent access to any emergency vehicle during the period each park, building, cemetery, street, alley, or other right-of-way is closed.
 - (k) Additionally, the applicant understands, while performing their official duties, city personnel, emergency vehicles and police officers may lawfully enter the area. Orders or directions given by police, EMS or fire officials in the lawful discharge of their duties must be obeyed.
 - (l) If the temporary closing of a park, building, cemetery, street, alley or other right-of-way or a portion thereof, is granted by the city manager or his/her designee, abutting property owners cannot be denied use of the rights-of-way for access to or from their property.
 - (m) The applicant will defend, indemnify and hold harmless the city from all damages, costs, expenses and attorney fees for all claims and suits, including claims and suits for death, personal injury, and property damages arising out of, or connected with, the activities of the applicant, whether or not caused in whole or in part by the negligence of the city, its agents or employees.
 - (n) Applicant shall procure a policy of liability insurance naming the city as an additional named insured with contractual endorsement in the following amounts:
 - (1) Not less than \$1,000,000 general liability, including bodily injury and property damage with a \$5,000,000 umbrella; and
 - (2) Automobile liability (if applicable) in an amount not less than \$1,000,000 including bodily injury and property damage.

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- (o) Only police officers (as defined in V.T.C.A., Transportation Code § 541.002) shall be utilized for traffic control. Private security agencies may be used in place of police officers for crowd control only where deemed appropriate and agreed to by the applicant, public safety director, and city manager or his/her designee.
 - (p) If an approved closure date is later adjusted to satisfy a request of the applicant, it shall be the responsibility of the applicant to contact abutting property owners in person or by telephone and advise them of the change in schedule no less than 24 hours in advance of the actual planned closure. The applicant shall provide a statement signed by all affected property owners/occupants listing the name, address and telephone number of the person contacted expressing their approval or disapproval of the park, building, cemetery, street, alley or other right-of-way closure.
 - (q) The applicant shall reimburse the city of the cost of all personnel and equipment used to support the photography project, filming or movie making. The rates and method of payment will be determined in the application process.
 - (r) If an applicant is unable to personally contact the owner or occupant of an affected address, a door-hanger notice containing full information will be left, and the applicant will follow up to ensure all addresses adjacent to the park, building, cemetery, or on the street, alley, or other right-of-way to be closed, or abutting property, have been contacted.
 - (s) Closure that directly or indirectly affects state routes shall be forwarded to the Texas Department of Transportation by the applicant. Applicant will furnish the city, prior to issuance of the permit, a copy of the approved closure permit issued by the Texas Department of Transportation.

(Ord. No. 2010-01, § 2, 1-5-10)

Sec. 50-103. Permit application.

The application for a park, building, cemetery, street, alley or other rights-of-way closure permit shall set forth the following information:

- (1) The name, address and telephone number of the person seeking to conduct such closure.
- (2) If the closure is proposed to be conducted for, on behalf of, or by an organization, the name, address and telephone number of the headquarters of the organization, and of the authorized and responsible heads of such organization.
- (3) The name, address and telephone number of the person who will be the contact and who will be responsible for its conduct.
- (4) The dates when the closure is to be conducted.
- (5) The hours when such closures will start and terminate.
- (6) A statement as to whether the closure will occupy all or only a portion of the park, building, and width of the streets, alley or other right-of-way proposed.
- (7) If the closure is designed to be held by, and on behalf of or for, any person other than the applicant, the applicant for such permit shall file with the public safety director a communication in writing from the person proposing to hold the event, authorizing the applicant to apply for the permit on his behalf.
- (8) Any additional information which the city shall find reasonably necessary to a fair determination as to whether a permit shall be issued.

(Ord. No. 2010-01, § 2, 1-5-10)

Sec. 50-104. Additional conditions for park, building, cemetery, street, alley or other right-of-way closures.

As conditions to the approval of a request to close a park, building, cemetery city street, alley or other right-of-way, the following items are incorporated in the permit:

- (1) The applicant is responsible for cleaning up the immediate and surrounding areas affected by the photographing, filming or movie making in order that the park, building, cemetery, street, alley or other right-of-way is reopened at the time set forth in the permit.
- (2) The applicant shall rope off the lawn or other properties of occupants within the event area who desire such protection. Such security measures shall not impede access to or from the property.
- (3) If the city is required to clean up the area, the applicant will be billed for all costs incurred by the city.
- (4) Any additional requirements, including, but not limited to security, as set forth by the public safety director, city manager or his/her designee.

(Ord. No. 2010-01, § 2, 1-5-10)

Sec. 50-105. Contents and display of permit.

- (a) Each permit shall state the following:
 - (1) Dates and hours approved for closure.
 - (2) Street, names or numbers, portions thereof, distances, addresses and/or directions to be included.
 - (3) Name, phone number and address of contact person and/or firm responsible for the closure.
 - (4) Date permit was approved and date it expires.
 - (5) City permit number.
 - (6) Such other information as the city shall find necessary to the enforcement of this article.
- (b) An approved closure permit shall be prominently displayed in such a manner so as to be clearly visible to the public and city officials for the duration of each closure.

(Ord. No. 2010-01, § 2, 1-5-10)

Sec. 50-106. Notice of permit denial.

If the city manager or his/her designee denies the application for closure of a park, building, cemetery, street, alley or other right-of-way permit, he/she shall mail to the applicant within seven days after the date upon which the application was filed, a notice of his action.

(Ord. No. 2010-01, § 2, 1-5-10)

Sec. 50-107. Suspension, revocation of permit.

The public safety director shall have the authority to suspend the permit and stop any activities that violate any conditions to this permit, pending a hearing by the city manager or his/her designee to revoke the closure permit of a park, building, cemetery, street, alley or other right-of-way.

(Ord. No. 2010-01, § 2, 1-5-10)

Sec. 50-108. Compliance with laws and regulations.

A person holding a park, building, cemetery, street, alley or other right-of-way permit shall comply with all permit directions and conditions and with all applicable laws and ordinances.

(Ord. No. 2010-01, § 2, 1-5-10)

Sec. 50-109. Penalty for violation of article.

- (a) Any person, firm, company, corporation or other entity that violates any provision of this article shall be guilty of a misdemeanor, and upon conviction thereof shall be fined as provided in section 1-8 of the Lockhart Code of Ordinances.
- (b) The city may also direct the city attorney to bring a civil action in a court of competent jurisdiction to enforce the provisions of this article.

(Ord. No. 2010-01, § 2, 1-5-10)

Secs. 50-110—50-140. Reserved.



CITY OF
Lockhart
TEXAS

CITY OF LOCKHART
FILMING INFORMATION PACKET

"A film friendly community"

Revised 7-2-2018

Applicant: _____

Movie/Film: _____

Date of Submission: _____

Guidelines for Filming in Lockhart, TX

- i. Purpose
- ii. City Control/City Manager Authority
- iii. Permit Requirements
- iv. Fees
- v. Use of City Equipment and Personnel
- vi. Use of City Property
- vii. Special Equipment and Vehicles
- viii. Hours of Filming
- ix. Notification of Neighbors
- x. Certificate of Insurance
- xi. Liability
- xii. Hold Harmless Agreement

FILMING AGREEMENT – CITY OF LOCKHART, TEXAS

Guidelines for Filming in Lockhart, TX

I. PURPOSE

The following guidelines are intended to protect the personal and property rights of our Lockhart, TX residents and businesses. The City Manager or his/her designee reserves the right to impose additional regulations in the interest of public safety if deemed necessary.

These guidelines cover requests for commercial use of City-owned property (public streets, rights-of-way, parks, building), commercial use of private property which may affect adjacent public or private property, and the use of City equipment and personnel in the filming of movies, TV shows, and commercials, related activities and photography.

Any person, firm or corporation wishing to close a public park, building, street, alley or other right-of-way must fill out an application provided by the city, obtain a street closure permit from the public safety department and pay all fees and deposits associated with the application and permit. No guarantee of approval is implied by the acceptance of the allocation.

II. CITY MANAGER AUTHORITY CITY CONTROL

The City Manager or his/her designee may authorize the use of any public street, right-of-way, or building, equipment or personnel for commercial uses in the filming or taping of movies, television programs, still photography, commercials, or training films and related activities. In conjunction with these uses, the City Manager or his/her designee may require that any or all of the conditions and/or remuneration as specified on the application be met as a prerequisite to that use.

The applicant agrees that The City of Lockhart, TX shall have full control over the use of public streets and buildings of the City while being used, as well as control over the hours of production and the general location of the production. The City reserves the full and absolute right to prohibit all filming and/or photography or to order cessation of filming if determined to be detrimental to the public health, safety and welfare. The applicant shall agree to allow the respective City departments (i.e., Police, Fire, Building) to inspect all structure and/or devices and equipment to be used in connection with the filming and taping if required by the City Manager or his/her designee.

III. PERMIT REQUIREMENTS

Before filing an application for filming in Lockhart, TX the Office of the City Manager or his/her designee must be contacted to discuss the production's specific filming requirements and the feasibility of filming in Lockhart, TX.

Any commercial producer who desires to undertake a commercial production in Lockhart, TX, is required to complete and return the attached application for filming to the Police Department within the time frames below:

- Commercials or episodic television: a minimum of two (2) business days prior to the commencement of filming or any substantial activity related to the project.
- Feature films: a minimum of five (5) business days prior to the commencement of filming or any substantial activity related to the project.

The City Manager or his/her designee may waive the time frame listed above after requested and granted solely at the discretion of the City Manager or his/her designee.

IV. FEES

An application processing fee of \$25.00 should accompany each application for filming in Lockhart, TX.

The City Manager or his/her designee may wave the fee upon proof of an organization's non-profit status, or for any other reason deemed necessary.

V. USE OF CITY EQUIPMENT AND PERSONNEL

The applicant will agree to pay for the costs of any Police, Fire, Public Works, or other City personnel assigned to the project (whether specifically requested by the production or not). Remuneration rates for the use of any City equipment, including police cars and fire equipment, will be established on a case-by-case basis as determined by the City Manager or his/her designee. The applicant will agree to pay in full promptly upon receipt of an invoice, the charges incurred. The City Manager or his/her designee may, at their discretion, require an advance deposit for the use of the equipment.

The City Manager or his/her designee may authorize the use of any public street, right-of-way, park, cemetery or building, USE OF Lockhart, Texas name, trademark, or logo and/or use of City equipment and/or personnel for commercial uses in the production of movies, television programs, commercials, training films, promotional material, photography and related activities. In conjunction with these uses, the City Manager or his/her designee may require that any or all of the condition and/or remuneration as specified on the application be met as a prerequisite to that use. A security or damage deposit may be required based on production activity.

Depending upon the extent of the use of City property, the Applicant agrees to reimburse the City for inconveniences when using public property. Following is the rate schedule:

Activity	Cost (per Calendar Day)
Total or disruptive use (regular operating hours) of a public building, park, right-of way, or public areas	\$500
Partial non-disruptive use of a public building, park, right-of-way, or public area	\$250
Total closure or obstruction of public street or right-of-way, including parking lots and on-street parking (for filming purposes)	\$50 per block
Partial closure or obstruction of public street or right-of-way, including parking lots and on-street parking (for filming purposes)	\$25 per block
Use of City parking lots, parking areas, and City streets (for the purpose of parking film trailers, buses, catering trucks, and other large vehicles.)	\$50 per block or lot
Or agreed amt per day of filming by City Mgr or designee in public places.	Major \$ _____ .00 Closure \$ _____ .00 Minor Closure

The applicant agrees that The City of Lockhart, Texas shall have full control over the use of its name, trademark, logo, public streets, parks, and building of the City while any are being used, as well as control over the hours of production and the general location of the production. The City reserves the full and absolute right to prohibit all filming or to order cessation of filming activity if it is determined to be hazardous to the public health, safety and welfare.

Additionally, the applicant understands, while performing their official duties, city personnel, emergency vehicles, and police officers may lawfully enter the area. Orders or directions given by police, EMS or fire officials in the lawful discharge of their duties must be obeyed.

VII. SPECIAL EQUIPMENT AND VEHICLES

The applicant shall provide a report listing the number of vehicles and types of equipment to be used during the filming, including proposed hours of use and proposed parked locations. Such locations will need to be specially approved by the City so as to maintain traffic safety. On-street parking or use of public parking lots is subject to City approval. The use of exterior lighting, power generators, or any other noise or light-producing equipment requires on-site approval of the City Manager or his/her designee.

VIII. HOURS OF FILMING

Unless permission has been obtained from the City Manager or his/her designee in advance and affected property owners, tenants and residents have been notified, filming will be limited to the following hours: Monday through Friday, 7:00 a.m. to 9:00 p.m. and weekends and holidays, 8:00 a.m. to 10:00 p.m. If filming in public buildings or parks, please obey the regular posted hours of operation. Please see the attached Extended Hour Form.

IX. NOTIFICATION OF NEIGHBORS

The applicant shall provide a short-written description, approved by the City Manager or his/her designee, of the schedule for the proposed production to the owners, tenants and residents of each property in the affected neighborhood (as defined by boundaries set by the City Manager). The applicant, or his or her designee, shall make a good faith effort to notify each owner, tenant and resident of all such property, and shall submit, as part of this application, a report noting each owner, tenant or resident's comments along with their signatures, addresses and phone numbers. Based upon the community feedback, the City Manager or his/her designee grant the closing of a public park, building, street, alley or other right-of-way for access to or from their property.

X. CERTIFICATION OF INSURANCE

The City requires each filming company carry a \$1,000,000 or more, if determined by the City Manager or designee, insurance policy that indemnifies the City and its employees from all liability of the production. This should also include bodily injury and property damage with a \$5,000,000 umbrella. The applicant shall deliver the original of such policy or certified true copy of such policy to the public safety department at the time of application.

XI. LIABILITY

The applicant agrees to pay in full, promptly upon receipt of an invoice, the costs of repair for any and all damage to public or private property, resulting from or in connection with, the production, or for which the production is responsible, and restore the property to its original condition prior to the production. The applicant shall rope off the lawn or other properties of occupants within the event who desire such protection.

XII. HOLD HARMLESS AGREEMENT

The producer shall sign the following Hold Harmless Agreement holding the City harmless from any claim that may arise from their use of designated public property, right-of-way, or equipment in conjunction with the permitted use:

I certify that I represent the firm which will be performing the photographing or filming/taping at the locations specified on the attached permit application. I further certify that I and my firm will perform in accordance with the directions and specifications of the City of Lockhart, TX and that I and my firm will indemnify and hold harmless The City of Lockhart, TX for and from any loss, damage, expense, claims and costs of every nature and kind arising out of or in connection with the photographing or filming/taping pursuant to this permit except that which results from the negligence or willful misconduct of The City of Lockhart, Tx.

I further certify that the information provided on this Application is true and correct to the best of my knowledge, and that I hold the authority to sign this and other contracts and agreements with City of Lockhart on behalf of this firm.

Signed: _____

Title: _____

Date: _____

Application to Film in Lockhart

(Held Confidential if requested)

This document is intended to alert all involved departments to assist with proper permits, coordination of filming, etc. *Please fill out all that applies*

Filming Company: _____ Date: _____

Address: _____

Contact Name & Title: _____

Cell # _____ Other # _____ E-mail _____

Name of Project: _____

Production Company name & address: _____

Phone # _____ Cell # _____

Fax # _____ E-mail _____

Street address overnight: _____ Overnight Acct # _____

Type of Project

☐ Feature	☐ Corporate/Marketing Video
☐ TV Movie	☐ Student Film
☐ TV Series	☐ Still Shoot
☐ TV Commercial	☐ Documentary
☐ Music Video	☐ Other

Project's projected start date: _____

Schedule: _____

*Length of filming? (i.e. 1 day, 3 weeks, etc.)

Time: From-_____am/pm To-_____am/pm

*If necessary, please fill out the extended hour form in the Film Manual

Producer: _____ Director: _____

Location Manager: _____ Production Manager: _____

Insurance Company: _____ Amount: _____

Please attach Certification of Insurance or copy of insurance policy to this application

		Location/Sites			
Courthouse and or grounds (circle)		North	South	East	West
Central Business District address:		_____			
Exterior	Interior	Date(s) _____			
Dr. Eugene Clark Library		_____			
City Cemetery		_____			
City Park		_____			
Other sites(s)		_____			

*If filming in a neighborhood please fill out the attached door hanger notice and notification letter.

Street Closures:	Block # to Block #	Closing date/time	Opening area to close

*If you need to close a street, please fill out the attached street closure application in the film manual. You must include barricades/signs in compliance with the Teas Manual Uniform Traffic Control. The City of Lockhart does not provide barricades/signs for traffic control.

Special Needs	Description	Dates
Water Dept.	_____	_____
Street Dept.	_____	_____
Police Dept.	_____	_____
Street Closure	_____	_____

Safety _____

Traffic Control _____

Fire Dept. _____

Pyrotechnic _____

Hazardous
Material _____

For Office Use Only

Building Official _____

Parks Manager _____

Fire Chief/Marshall _____

Water/WW Supt. _____

Public Works Dir. _____

Director of

Library Services _____

Police Chief _____

Eco. Dev. Director _____

Electric Supt. _____

City Manager _____

Please return to:

Capt. Police Dept.

Ph: 512-398-4401

Fax: 512-398-3393

**APPLICATION TO TEMPORARILY CLOSE A SEGMENT OF A STREET FOR
FILMING/MOVIE PURPOSES**

Date Application Submitted: _____

Name of Applicant: _____

Address: _____

Telephone Number: _____

Organization: _____

Name of Person Responsible" _____

Address: _____

Telephone Number: _____

Insurance Agency: _____ (Alternate): _____

Barricade Company: _____

Street to be closed: _____

From: _____ To: _____
(Block Number) (Block Number)

Date(s) of Closing: From: ____/____/____ To: ____/____/____

Requested hours of closing from: _____ am/pm to: _____ am/pm

SAMPLE NOTIFICATION LETTER

REQUIRED FOR ALL HIGH IMPACT PRODUCTIONS

WE'RE GOING TO BE PRODUCING IN YOUR NEIGHBORHOOD

WHO: ABCD Productions
WHAT: Television Commercial
WHERE: 308 W. San Antonio
DATE(s): March 15, 2009
TIME(s): 2-10 p.m.

DESCRIPTION OF ACTIVITY:

Woman and man will be pulling up in car in front of home. Band will come marching down the street.

OUR ACTIVITIES WILL AFFECT YOUR NEIGHBORHOOD:

We are asking residents to please not park on San Antonio during the times noted above. Barricades will indicate the hours of restricted parking. If this will pose any problems for you, please call our office as soon as you receive this notice. We understand this is an inconvenience for you and appreciate your cooperation. The City of Lockhart will hold traffic intermittently for 1-3 minutes for some shots.

We are working through the City of Lockhart (512-398-3461 or 512-376-2910) to secure permits, off-duty police, and all the assistance needed to make our job go quickly and smoothly.

If you have any further questions, please contact me directly at (____) ____-____.

Thank you for your patience and support of our industry's work in your community.

C: City of Lockhart, Economic Development Office

CONTACTS

Police Officers-Security

**Chief of Police
(512) 398-4401
Requirements & rates**

**Building Permits, Historical
Certificates of Alteration**

**Building Official
(512) 398-3461**

Excavation, Street – Curbs, Signage

**Public Works Dir.
(512) 398-6452**

Pyrechnic

**Fire Chief
(512) 398-2321**

FILMING AGREEMENT-CITY OF LOCKHART, TEXAS

Revised 3-20-15

Date of Agreement	
Property Name and Address ("Premises")	All Property owned by the City of Lockhart, Texas with prior approval by designated representative for Lockhart, Texas
Property Owner ("Owner")	CITY OF LOCKHART, TEXAS 308 W. SAN ANTONIO ST. P.O. BOX 239 LOCKHART, TEXAS 78644
Production Company ("Production Company")	
Pilot/Series Name ("Project")	
Dates of Use ("Term")	Prep Day: _____ Filming: _____ Strike: _____ Hold Days: _____
License Fee ("Fee") SEE GUIDELINES FOR FEES	Prep Day: _____ Filming Day: _____ Strike Day: _____ Hold Day: _____

1. In consideration for the Fee set forth above, Owner hereby grants the Production Company, and its agents, licenses assigns employees, independent producers, contractors, suppliers and other persons connected with the Project the following irrevocable rights with respect to the Premises:

(a) To enter and remain upon the Premises with personnel, equipment and sets for the sole and express purpose of recording and photographing (still or moving) scenes live or on tape, film or by any other process on the Premises during the Term. If weather conditions, production exigencies, or an event of force majeure makes the Date(s) impracticable, then such Dates may be postponed to another date as agreed upon by Production Company and Owner. Such permission shall continue until completion of all scenes and work required. If the event of force majeure affects only the Premises and the Premises is not readily available when needed by Production Company, the Production Company shall have the right to terminate this Agreement with no obligation to Owner and Owner shall refund, any and all monies paid to Owner by Production Company, pro-rata, based upon the number of prep/strike days and film days actually used. At any time within six (3) months from the Dates(s) Production Company completes its use of the Premises, Production Company may, upon written notice to Owner and Owner's prior written approval, re-enter and use the Premises on such other dates as mutually agreed upon in writing by Owner and Production Company to photograph re-takes, added scenes, etc., upon the same terms and conditions contained in this agreement.

- (b) To photograph (still or moving) and record the exterior and interior of building, ("Buildings") and other structures ("Structures"), including, but not limited to, signed, furniture, and pictures contained in or on such buildings and/or Structures, which are on the Premises and to photograph (still or moving) and record any animals on the Premises.
- (c) To change the location of and/or replace furnishings in Buildings located on the Premises for the purpose of photographing (still or moving) and recording scenes pursuant to this Agreement; provided however, that Production Company shall return and put back all such furnishings to their rightful place prior to vacating the Premises.
- (d) To use the name of the Premises and/or the name of any Building or Structures located on the Premises or to represent each of the foregoing as another real or fictional location, or use a fictional name, in connect with Production Company shall return and put back all such furnishings to their rightful place prior to vacating the Premises.
- (e) To construct and photograph a set duplicating all or part of the Premises and Buildings or Structures (including but not limited to, any signs or any interiors of Building and Structures).
- (f) To use the recordings and photographs (still or moving) made by Production Company pursuant to this Agreement in the Project and other projects is all media now known or hereafter devised throughout the universe, in perpetuity, including but not limited to the in-context advertising and promotion of the Project and customary in-context clip licensing and freely assign such rights. Owner acknowledges that (i) Production Company owns any and all right in and to such recording and photographs (still or moving), and (ii) neither Owner nor any party now or hereafter claiming any interest in the Premises shall have any right or claim against Production Company arising from or based on any use of exploitation of such recordings and/or photography (still or moving).
- (g) To remove any and all of its sets, structures, and other materials and equipment from the Premises upon completion of the term of this Agreement, and to return the Premises to the condition it was in before the Project, unless otherwise requested by Owner.
- (h) To assign this Agreement to any entity(ies) which succeed substantially for the Production Company's business, provided that Production Company shall remain liable for the Fee.

2. The Fee is payable at the commencement of the preparation for filming on the Premises as noted in the "Dates of Use" above unless specifically agreed to the contrary in writing. Production Company is not obligated to actually use the Premises or produce the Project and include material photographed or recorded hereunder in the Project. Owner understands that if Production Company does not use the Premises, Production Company is obligated to pay Owner the compensation set forth above. In addition, if for any reason Production Company does not require the use of the Premises for all of the Date(s) set forth above, then such compensation shall be prorated based upon the number of prep/strike days and film days actually used. Owner acknowledges that Production Company is relying on the rights granted by Owner and that any breach by Owner of this Agreement will cause Production Company irreparable damage which cannot be fully compensated for by money damages.

3. Owner warrants, represents, and agrees that (a) Owner has the sole right and authority to enter into the Agreement and grant to Production Company all of the rights set forth herein and sign this Agreement; (b) it is not necessary for Production Company to obtain the consent of any other person or entity in order to exercise the rights granted to Production Company herein; (c) Owner has been informed of the scene being filmed and fully understands such scene and how the Premises is being used and/or depicted; (d) Owner will disclose all known defects (latest or otherwise) likely to cause personal injury or damage to property; and (e) Owner will disclose the existence of hazardous materials, substances, and environmental factors likely to cause adverse health effects in connection with the use of the Premises.

4. Production Company shall indemnify and hold Owner harmless from and against any and all liabilities; costs (including reasonable outside attorneys' fees) and claims arising from Production Company's use of the Premises excluding any claims that arise from owner's negligent or intentional acts. Owner shall indemnify and hold Production Company harmless from and against any and all liabilities, costs (including but not limited to, reasonable outside attorney's fees), claims and suits arising out of Owner's breach of this Agreement.

5. Production Company agrees to remove any and all of its sets, structures, and other materials and equipment from the Premises upon completion of the term of this Agreement, and to return the Premises to the condition it was in before the Project, unless otherwise requested by Owner.

6. Owner agrees that Owner has not paid nay money or other valuable consideration to Production Company for the inclusion of the Premises in the Project, nor has the Owner paid any money to anyone or accepted any money from anyone for the inclusion of any plug,

7. In the event of an uncured breach by Production Company hereunder, Owner shall not have the right to injunctive relief with respect to the exhibition and/or exploitation of the Project or any element thereof.

8. Before filing suite, the parties will attempt to resolve any dispute for damages between the parties arising under this agreement through mediation in Lockhart, Caldwell County, Texas by a mediator mutually agreed upon by the parties. The parties agree to act in good faith to resolve the dispute prior to litigation.

9. This Agreement constitutes the complete understanding of the parties with respect to the subject matter of this agreement and cannot be changed except by an instrument in writing signed by the parties. This Agreement shall be governed by the laws of the State of Texas applicable to contract entered into, executed, and wholly performed within the State of Texas.

ACCEPTED AND AGREED:

ACCEPTED AND AGREED:

"OWNER"

"PRODUCTION COMPANY"

By: _____

By: _____

Title: _____

Title: _____

Revise ordinance 2010-01: The ordinance currently regulates closures for filming, but the real-world concerns are broader: blocked parking, sidewalk disruption, production staging, repeated filming in residential neighborhoods, downtown business impacts, notice, compensation discussions, and what happens when an affected party objects.

1) Clarify what triggers a film permit:

Currently Section 50-101 says a permit is required to “close” public parks, buildings, cemeteries, streets, alleys, or rights-of-way for filming. This is too narrow.

- Consider clarifying that a permit is required not only for full closures, but also when filming:
- Occupies or restricts public streets, alleys, sidewalks, parking spaces, public lots, parks, city buildings, or rights-of-way
- Requires production vehicles, equipment staging, basecamp, generators, lighting, barricades, traffic control, or police/public works support
- Impacts pedestrian access, customer access, parking, deliveries, or emergency access
- Uses city-owned property, city logos, city equipment, or city personnel
- Creates public impacts even when the filming subject is on private property

2) Create impact categories in the ordinance

The current ordinance separates commercials/episodic television from feature films for notice timing, but it does not classify projects by actual impact. Add definitions for:

- Low-Impact Production
- High-Impact Production
- Downtown/Commercial District Production

3) Update advance notice requirements

The ordinance currently requires only two business days for commercials/episodic television and five business days for feature films.

Production Type	Recommended Minimum Filing Time
Low-impact filming	3 business days
High-impact filming	15 business days
Downtown filming with closures/parking impacts	15 business days
Multi-day closure or major public impact	30 days (with City Council approval)
State highway impact	As required by TxDOT, plus City timeline

City Manager or designee can still waive timelines, but the waiver should require a written finding that public safety, access, and affected-party notice can still be reasonably managed

4) Clarify “affected property owners/occupants”

The ordinance already requires the applicant to secure cooperation from affected property owners/occupants and provide a signed statement showing approval or disapproval.

Define “affected property owner/occupant” to include:

- Property owners
- Business owners
- Commercial tenants
- Residential tenants
- Residents
- Building managers
- Churches, schools, nonprofits, or public-serving uses
- Any property whose access, parking, deliveries, sidewalk frontage, driveway, visibility, noise environment, or normal use is impacted

5) Change “approval/disapproval” to “acknowledgment, comments, and objections”

The current ordinance says the applicant must collect signed statements expressing approval or disapproval

“The applicant shall provide written notice to all affected property owners, occupants, businesses, and residents and shall submit an acknowledgment form documenting whether each affected party received notice, supports the activity, objects to the activity, or requests specific conditions. Acknowledgment of notice does not constitute consent, endorsement, waiver of claims, or agreement regarding private compensation.”

Then the ordinance should say the City may consider objections, but is not automatically bound by them.

6) Add a Business Impact Plan requirement

The ordinance does not clearly address compensation or business disruption.

Add a requirement for a Business Impact Plan when filming affects downtown or commercial activity.

- Consider requiring the plan to identify:
- Businesses affected
- Dates and times of disruption
- Parking spaces removed
- Entrances or sidewalks impacted
- Delivery/loading impacts
- Customer access plan
- Signage/public notice plan

- Production contact person
- Any private agreements between the production and businesses, if applicable
- Unresolved concerns or objections

7) **Clarify compensation language**

Consider requiring proof that the production company has contacted affected businesses when filming materially disrupts operations.

“The City shall not be responsible for determining or administering private compensation between a production company and an affected property owner, tenant, business, or resident. However, when a production materially impacts business access, customer parking, deliveries, use of private property, or normal operations, the City may require the applicant to demonstrate reasonable efforts to coordinate directly with the affected parties regarding mitigation, access, scheduling, and any private compensation or location-use agreements.”

8) **Add downtown-specific standards**

The ordinance currently treats all locations generally the same. Downtown needs its own section.

A Downtown Filming Standards section should address:

- Storefront access
- Sidewalk access
- ADA access
- Customer parking
- Delivery/loading zones
- Visibility of business signage
- Notice signage
- Courthouse square impacts
- Use of public parking lots
- Basecamp/staging locations
- Peak business hours
- Trash/restoration
- On-site production contact
- Coordination with downtown businesses

9) **Add residential neighborhood protections**

The ordinance does not address repeated filming in residential neighborhoods, even though that is clearly a recurring concern.

Consider adding a Residential Filming Standards section requiring additional review when filming affects a residential area through:

- Production parking
- Lighting
- Crew staging
- Noise
- Traffic congestion
- Generators

- After-hours filming
- Multi-day prep/film/strike activity
- Repeated filming at the same property or block

Consider adding a “frequently filmed residential area” provision.

“The City may consider the cumulative impact of prior filming activity in the same residential area when reviewing a permit application. If a residential block or impact area has experienced repeated filming activity within the prior 90 days, the City may impose additional conditions, require additional notice, limit hours, require off-site parking, require a neighborhood impact plan, or deny the requested public use if impacts cannot be reasonably mitigated.”

10) Define the “impact area”

The ordinance requires notice to affected property owners/occupants, but it does not clearly define the affected area.

Consider adding that the City Manager or designee may define the impact area based on:

- Closure boundaries
- Production parking
- Crew staging/basecamp
- Noise/lighting impacts
- Traffic detours
- Pedestrian routes
- Delivery/loading impacts
- Residential block impacts
- Downtown business impacts

For *residential filming*, the default could be the filming property, both sides of the street, and at least one-half block in each direction. For *downtown filming*, the impact area may need to include all businesses on the affected block face, across the street, and any businesses affected by parking removal or detours.

11) Clarify what happens if someone objects

The ordinance requires approval/disapproval statements, but it does not say what staff should do with them.

Objections could result in:

- Modified hours
- Modified parking/staging plan
- Required business/resident meeting
- Additional notice
- Required police/public works review
- Alternative dates/times
- Denial if impacts cannot be reasonably managed

12) Update fees and deposits by impact level

Consider establishing different fees for different levels of impact, including:

- Application fee
- Late application fee
- Downtown/high-impact fee
- Street/parking closure fee
- Public property use fee
- Refundable damage/security deposit
- City personnel/equipment reimbursement
- Cleanup/restoration costs
- Administrative review costs for major productions

The current packet's \$25 application fee is outdated and probably does not reflect staff time or the level of coordination involved.

13) Clarify permit amendments and last-minute changes

The ordinance already says amendments may require the scheduled closing date to be amended, and changes requested by the applicant can affect timing. But it should be clearer.

14) Clarify private property filming

The ordinance should say that filming on private property may not require a City permit unless the production affects public property, public rights-of-way, parking, sidewalks, city services, public safety, noise, lighting, drones, traffic, or surrounding properties in a way that triggers City review.

15) Add stronger enforcement and cost recovery language

The ordinance already allows suspension, revocation, penalties, and civil enforcement. But it should clarify that violations may result in:

- Immediate suspension of filming activity
- Revocation of permit
- Denial of future permits for a defined period
- Forfeiture of deposit
- Recovery of City costs
- Requirement for additional police/public works presence
- Additional conditions on future permits

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: July 7, 2026

AGENDA ITEM CAPTION: Discuss awarding Request for Proposals (RFP) 2026-02 to Accurite Roofing and Construction in the amount of \$82,905.00 for exterior and interior painting services at the Dr. Eugene Clark Library.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Roque Salinas

ACTION REQUESTED: Approval of Bid

BACKGROUND/SUMMARY/DISCUSSION: The proposed improvements to the Dr. Eugene Clark Library include exterior and interior painting, surface preparation and minor repairs, and replacement of the building's exterior lighting with energy-efficient LED fixtures. These improvements are part of the City's American Rescue Plan Act (ARPA) rehabilitation project for the Dr. Eugene Clark Library and Clark Library Annex. In December 2024, the City executed an interdepartmental Memorandum of Understanding obligating up to \$200,000 in ARPA funds for rehabilitation and improvement projects at the Library, including painting, building repairs, lighting improvements, and other facility rehabilitation work. The project is funded through a combination of ARPA funds and the City's General Fund.

As part of the project planning process, City staff provided the Lockhart Historic Preservation Commission (LHPC) with an update on the proposed rehabilitation work at its March 4, 2026 meeting.

To implement the painting portion of the project, the City issued Request for Proposals (RFP) 2026-02 seeking qualified contractors to provide exterior painting, interior painting, and replacement of the building's exterior lighting. Four responsive proposals were received.

Cost	Accurite Roofing and Construction	Falkenberg	JL Bass Construction LLC	Ultimate Construction Service
Exterior Painting	\$ 51,930.00	\$ 449,000.00	\$ 197,857.36	\$ 118,025.06
Interior Painting	\$ 30,975.00	\$ 557,000.00	\$ 55,957.06	\$ 36,282.38
Lighting	\$ 15,828.00	\$ 5,000.00	\$ 2,068.88	\$ 31,922.09
Total	\$ 98,733.00	\$ 1,011,000.00	\$ 255,883.30	\$ 186,229.53

Following evaluation of the proposals, staff determined that the exterior lighting improvements should be removed from the current project scope and completed as a separate project at a later date. Separating the lighting work will simplify project administration, reduce construction coordination, and allow the selected contractor to focus on completing the building repairs and painting in a timely manner.

Proposals were evaluated using the criteria established in the RFP, including proposal

City of Lockhart, Texas

Council Agenda Item Cover Sheet

completeness, insurance compliance, references, estimated completion schedule, and cost. Based on the evaluation committee's scoring, Accurite Roofing and Construction received the highest overall score and submitted the lowest responsive cost proposal for the painting work.

Category	Weight	Accurite Roofing and Construction	Falkenberg	JL Bass Construction LLC	Ultimate Constructio n Service
Completion of Requested information	5	5	5	5	5
Required insurance compliance	5	5	5	5	5
Reference	15	10	10	10	10
Estimate time of completion of work	40	40	40	40	40
Cost	35	35	0	25	25
Total	100	95	60	85	85

Staff recommends awarding RFP 2026-02 to Accurite Roofing and Construction in the amount of \$82,905.00 for the exterior and interior painting portions of the project. The exterior lighting improvements will be procured separately at a future date.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends approval of the bid submitted by Accurite Roofing and Construction.

LIST OF SUPPORTING DOCUMENTS: RFP 2026-02

Cover Page

CITY OF LOCKHART, TEXAS

RFP 2026-02



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 9, 2026

RFP SUBMITTALS DATE DUE:

April 22, 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 22, 2026. RFPs not received by this time and date will be rejected. Proposals will be opened and publicly read at City Hall Large Conference Room, immediately after close. 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 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

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Monday, March 9, 2026

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 9, 2026
Deadline for All questions- must be submitted via email	April 14, 2026
Deadline for Proposal Submissions	April 22, 2026, 3PM
Proposals opening Time and Location	Immediately after deadline Large Conference room City Hall Lockhart, TX 78644
Evaluation of Proposals	April 23, 2026
City Council Approval	May 5, 2026
Tentative Start Date	May 11, 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 is 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 For vendor or other person doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. 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). 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. 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.	<u>OFFICE USE ONLY</u> Date Received	
Name of person who has a business relationship with local governmental entity.		
Check this box if you are filing an update to a previously filed questionnaire. _____ (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.)		

1. 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. Because the Dr. Eugene Clark Library Building is a historic structure, vendors must consider and account for applicable historic preservation requirements in their proposals. All work shall be performed in a manner consistent with the Secretary of the Interior's Standards for Rehabilitation. Contractors must take care to preserve historic materials, architectural features, and the historic character of the building when performing work under this solicitation.

Proposal No. 1- Exterior Painting Services- Repaint with the same color. City will provide color code.

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

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

Proposal No. 2- Interior Painting Services- Repaint with the same color. City will provide color code.

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
- o Protect floors, furniture, shelving, fixtures, and equipment prior to beginning work.
 - o Repair cracks, nail holes, surface damage, and other imperfections on walls, ceilings, doors, trim, and other surfaces to be painted.
 - o Clean surfaces as needed to ensure proper paint adhesion.
 - o Prime repaired or stained surfaces as required.
2. Painting Requirements
- o Furnish and apply high-quality interior paint appropriate for public facilities and high-traffic areas.
 - o Apply a minimum of two (2) coats of paint to all specified interior surfaces.
 - o Paint walls, ceilings, doors, trim, and other designated features as identified by the City.
 - o Coordinate paint colors and finishes with City staff prior to application.
3. Protection, Scheduling, and Cleanup

- o Coordinate work schedules with City staff to ensure library operations continue with minimal disruption.
- o Maintain a clean and safe work environment at all times.
- o Perform daily cleanup of work areas.
- o 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. Demonstrated experience with working with historical buildings.
6. Compliance with insurance requirements.
7. Any other useful information

8. 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. Preference will be given to working with historical buildings.

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.

Site Visits

A site visit of the historic Dr. Eugene Clark Library Building is required prior to submitting a proposal. Site visits may be arranged at the contractor's request and can be scheduled with City staff at any time during the open period of the RFP.

Contractors are encouraged to thoroughly review the project site and existing conditions to ensure their proposal accurately reflects the scope of work and any considerations associated with working on a historic structure. Contractors shall be responsible for coordinating the site visit with City staff in advance.

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
Proposal No. 1	Exterior Painting Services	
Proposal No. 2	Interior Painting Services	
Proposal No. 3	Replacement of Exterior Lighting with LED Lighting	
Total		

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: July 7, 2026

AGENDA ITEM CAPTION: Discussion and provide staff direction regarding the proposed project scope and local matching funds for a Texas Parks and Wildlife Department Local Park Grant Program application for improvements to Lion's Park.

ORIGINATING DEPARTMENT AND CONTACT: Parks & Recreation - Travis Hughes

ACTION REQUESTED: Direction

BACKGROUND/SUMMARY/DISCUSSION: The Parks and Recreation Department is evaluating the Texas Parks and Wildlife Department (TPWD) Local Park Grant Program as a potential funding source for improvements to Lion's Park. The Local Park Grant Program provides matching grants on a reimbursement basis to eligible local governments for the acquisition and development of public park and recreation facilities. Grant-funded projects generally require a 50 percent local match and all grant-assisted park improvements must remain dedicated for public park use in perpetuity.

To prepare a competitive grant application, staff is seeking City Council direction regarding the proposed project scope, desired park improvements, and the City's willingness to provide the required local matching funds. Council feedback will assist staff in refining the project, developing cost estimates, and determining the appropriate level of local financial participation prior to preparing a grant application.

Following Council direction, staff will finalize the proposed project scope, identify funding sources for the required local match, and return to City Council with a resolution authorizing submission of the grant application, if appropriate.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

City of Lockhart, Texas

Council Agenda Item

Cover Sheet

STAFF RECOMMENDATION/REQUESTED MOTION:

LIST OF SUPPORTING DOCUMENTS: Lions Park Conceptual Design

Improvements to Parks & Rec Facilities Including Lions Park



City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: July 7, 2026

AGENDA ITEM CAPTION: Discussion regarding a pipeline crossing agreement between Union Pacific Railroad (UPRR) and the City of Lockhart related to the General Land Office (G.L.O.) grant for water main replacements along North Blanco and Bois d' Arc Streets and authorize the City Manager to execute all necessary documents.

ORIGINATING DEPARTMENT AND CONTACT: Public Works - Sean Kelley

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: In spring 2025, the City of Lockhart was awarded a \$1,889,000 grant from the General Land Office (GLO) for the replacement of 8-inch water mains along Bois D' Arc Street, from Elm Street to Blanco Street, and North Blanco Street, from Olive Street to Bois D' Arc Street. The project is fully funded through the GLO grant and is intended to improve the resiliency of the water distribution system in the area, enhance fire protection, and prepare the utility infrastructure for the upcoming North Blanco Street bridge replacement project.

Because the project crosses Union Pacific Railroad right-of-way, the City is required to obtain authorization from Union Pacific through a utility crossing license agreement. The crossings have been designed in accordance with Union Pacific standards, including the installation of steel carrier pipes to encase the water lines beneath the railroad tracks. These carrier pipes are required to allow for future maintenance of the water lines without disturbing railroad operations.

Union Pacific requires a \$7,000 licensing fee for the utility crossing on its property. The project is currently at the 100% design phase. If approved, the next step will be to formally advertise the project for competitive bidding for construction.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff respectfully recommends approval of the Pipeline Crossing Agreement with Union Pacific Railroad.

LIST OF SUPPORTING DOCUMENTS: 0809483 City of Lockhart Pipeline Crossing Lockhart Sub MP 36.54, GLO Water Line Location Exhibit Map



June 4, 2026
Project: 0809483

CITY OF LOCKHART

Re: Proposed One Underground 8-inch Ductile Iron Pipeline Conveying Potable Water Encased In 24-inch Steel Pipe Pipeline Crossing of Railroad Property at Mile Post 36.54 on the Lockhart Subdivision at or near Lockhart, Caldwell County, Texas.

Attached is an original of the agreement covering your use of the Railroad Company's right of way. **Review and return the partially executed agreement via email.**

Payment, **with Project No. 0809483 referenced**, in the amount of **Seven Thousand Dollars (\$7,000.00)** is due and payable to Union Pacific Railroad Company upon your execution of the agreement. If you require formal billing, you may consider this letter as a formal bill. In compliance with the Internal Revenue Service's new policy regarding their Form 1099, I certify that 946001323 is this Corporation's correct Federal Taxpayer Identification Number.

Send Electronic Payments to:

Name: Bank of America, Dallas, TX
Union Pacific Account = 3752021457
• ACH Routing Number = 1110-0001-2
• Wire Routing Number = 026009593

Mail Checks to:

Union Pacific Railroad Company
P.O. Box 7412567
Chicago, IL 60674-2568
• **CHECKS ONLY – NO AGREEMENTS**

UP does not currently offer a credit card option for these payments.

Railroad Protective Liability Insurance (RPLI) may be obtained from any insurance company which offers such coverage. Union Pacific has also worked with a national broker, Marsh USA, to make available RPLI to you or your contractor. You can find additional information, premium quotes, and application forms at (uprr.marsh.com).

If we have not received the executed document within six months from the date of this letter, this proposed offer of an agreement is withdrawn and becomes null and void.

After final approval and processing, the fully-executed agreement will be returned to you via email with instructions for coordinating your work. In no event should you begin work until you have received your counterpart of the fully-executed agreement.

If you have any questions, please contact me at klbristo@up.com.

Sincerely,

Kerin L Bristow
Mgr II Real Estate - Contracts

PIPELINE CROSSING AGREEMENT

Mile Post: 36.54, Lockhart Subdivision
Location: Lockhart, Caldwell County, Texas

THIS AGREEMENT ("Agreement") is made and entered into as of June 4, 2026, ("Effective Date") by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, ("Licensor") and **CITY OF LOCKHART**, a Texas Municipal Corporation to be addressed at 308 W San Antonio Street, P.O. Box 239, Lockhart, Texas 78644 ("Licensee").

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. LICENSOR GRANTS RIGHT.

A. In consideration of the license fee to be paid by Licensee set forth below and in further consideration of the covenants and agreements to be performed by Licensee, Licensor hereby grants to Licensee the right to construct and thereafter, during the term hereof, maintain and operate one underground 8-inch ductile iron pipeline conveying potable water encased in 24-inch steel pipe only, including any appurtenances required for the operation of said pipeline (collectively, "Licensee's Facilities") across Licensor's real property, trackage, or other facilities located in Lockhart, Caldwell County, State of Texas ("Railroad Property"). The specific specifications and limited purpose for Licensee's Facilities on, along, across and under Railroad Property are described in and shown on the Print and Specifications dated May 28, 2026, attached hereto as **Exhibit A** and made a part hereof.

B. Licensee represents and warrants that Licensee's Facilities will (i) only be used for one underground 8-inch ductile iron pipeline conveying potable water encased in 24-inch steel pipe, and (ii) not be used to convey any other substance, any fiber optic cable, or for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

C. Licensee acknowledges that if it or its contractor provides Licensor with digital imagery depicting Licensee's Facilities ("Digital Imagery"), Licensee authorizes Licensor to use the Digital Imagery in preparing **Exhibit A**. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Licensor to use the Digital Imagery in said manner.

Article 2. LICENSE FEE.

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of Seven Thousand Dollars (**\$7,000.00**).

Article 3. TERM.

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as provided in the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

Article 4. LICENSEE'S COMPLIANCE WITH GENERAL TERMS.

Licensee represents and warrants that all work on Licensee's Facilities performed by Licensee or its contractors will strictly comply with all terms and conditions set forth herein, including the General Terms and Conditions, attached hereto as Exhibit B and made a part hereof.

Article 5. INSURANCE.

A. During the term of this Agreement, Licensee shall fully comply or cause its contractor(s) to fully comply with the insurance requirements described in **Exhibit C**, attached hereto and made a part hereof. Upon request only, Licensee shall send copies of all insurance documentation (e.g., certificates, endorsements, etc.) to Licensor at the address listed in the "NOTICES" Section of this Agreement.

B. If Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this Agreement, those statutes shall apply.

Article 6. DEFINITION OF LICENSEE.

For purposes of this Agreement, all references in this Agreement to Licensee will include Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority (collectively, a "Contractor"). If a Contractor is hired by Licensee to perform any work on Licensee's Facilities (including initial construction and subsequent relocation, maintenance, and/or repair work), then Licensee shall provide a copy of this Agreement to its Contractor(s) and require its Contractor(s) to comply with all terms and conditions of this Agreement, including the indemnification requirements set forth in the "INDEMNITY" Section of **Exhibit B**. Licensee shall require any Contractor to release, defend, and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend, and indemnify Licensor herein.

Article 7. ATTORNEYS' FEES, EXPENSES, AND COSTS.

If litigation or other court action or similar adjudicatory proceeding is undertaken by Licensee or Licensor to enforce its rights under this Agreement, all fees, costs, and expenses, including, without limitation, reasonable attorneys' fees and court costs, of the prevailing Party in such action, suit, or proceeding shall be reimbursed or paid by the Party against whose interest the judgment or decision is rendered. The provisions of this Article shall survive the termination of this Agreement.

Article 8. WAIVER OF BREACH.

The waiver by Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by Licensee shall in no way impair the right of Licensor to avail itself of any remedy for any subsequent breach thereof.

Article 9. ASSIGNMENT.

A. Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of Licensor, which must be requested in writing by Licensee. Any assignment or attempted transfer of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without Licensor's written consent, will be absolutely void and may result in Licensor's termination of this Agreement pursuant to the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

B. Upon Licensor's written consent to any assignment, this Agreement will be binding upon and inure to the benefit of the parties thereto, successors, heirs, and assigns, executors, and administrators.

Article 10. SEVERABILITY.

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

Article 11. NOTICES.

Except Licensee's commencement of work notice(s) required under **Exhibit B**, all other notices required by this Agreement must be in writing, and (i) personally served upon the business address listed below ("Notice Address"), (ii) sent overnight via express delivery by a nationally recognized overnight delivery service such as Federal Express Corporation or United Parcel Service to the Notice Address, or (iii) by certified mail, return receipt requested to the Notice Address. Overnight express delivery notices will be deemed to be given upon receipt. Certified mail notices will be deemed to be given three (3) days after deposit with the United States Postal Service.

If to Licensor: Union Pacific Railroad Company
Attn: Analyst – Real Estate Utilities (Project No. 0809483)
1400 Douglas Street, MS 1690
Omaha, Nebraska 68179

If to Licensee: CITY OF LOCKHART
308 W San Antonio Street
Lockhart, Texas 78644

Article 12. SPECIAL PROVISIONS - ABANDONMENT.

The abandonment of the existing waterline shall be completed following the Guidelines for Abandonment and Removal of Subsurface Structures on Union Pacific Railroad Right of Way, marked as **Exhibit D**, attached hereto and hereby made a part hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

CITY OF LOCKHART

By: _____

By: _____

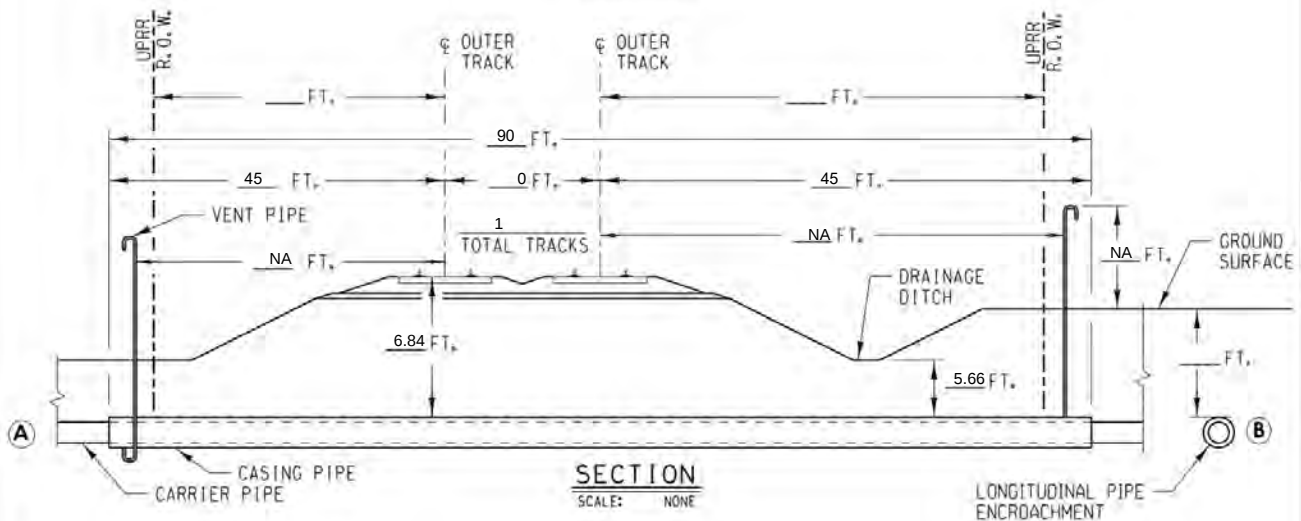
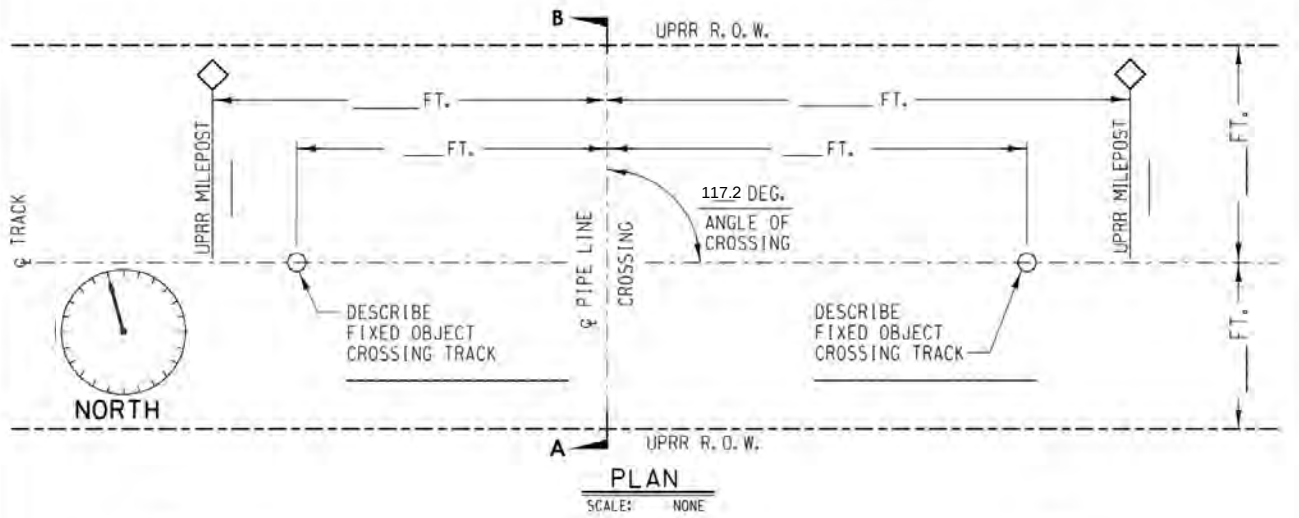
Erica J Lewis
Mgr II Real Estate - Contracts

Name Printed: _____

Title: _____

NON-FLAMMABLE LIQUID PIPELINE

☒ CROSSING
☐ ENCROACHMENT
☐ BOTH



NOTES:

- 1) ALL DIMENSIONS MEASURED PERPENDICULAR TO THE CENTERLINE OF TRACK
- 2) REFER TO AREMA VOLUME 1, CHAPTER 1, PART 5, SECTION 5.1

- A) METHOD OF INSTALLATION BORED AND JACKED
- B) DIST. FROM CENTERLINE OF TRACK TO PIPE ENCROACHMENT _____
- C) SIGNS PROVIDED? AT MINIMUM SIGNS WILL BE PROVIDED AS STATED ABOVE
- D) CARRIER MATERIAL DIP IF RCP, CLASS V? NA
COMMODITY TO BE CONVEYED POTABLE WATER
OPERATIONAL PRESSURE 305 PSI. MAOP 305 PSI.
WALL THICKNESS (INCH)/ SCHEDULE 0.25 DIAMETER 8 IN.
CATHODIC/COATING PROTECTION NO
- E) CASING MATERIAL STEEL PIPE IF RCP, CLASS V? NA
TOTAL LENGTH CASING PIPE: 107 FT.
WALL THICKNESS 0.4375 IN. DIAMETER 24 IN.
CATHODIC/COATING PROTECTION YES
CASING PIPE IS OPEN AT THE ENDS.
- F) DISTANCE FROM CENTERLINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES 53 AND 53.



BUILDING AMERICA®

EXHIBIT "A"

SUBDIVISION:

TRACK TYPE: MAINLINE TRACK

M.P.:

LAT.: 29.89027778

E.S.M.:

LONG.: -97.67583333

NEAREST CITY:

COUNTY: STATE:

LOCKHART

CALDWELL

TX

APPLICANT:

City of Lockhart

FILE NO.:

0809483

DATE:

5/28/2026

EXHIBIT B

GENERAL TERMS AND CONDITIONS

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

A. The foregoing grant is subject and subordinate to the prior and continuing right and obligation of Licensors to use and maintain its entire property including the right and power of Licensors to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Licensors without liability to Licensee or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad Property) and the right of Licensors to renew and extend the same, and is made without covenant of title or for quiet enjoyment. It shall be Licensee's sole obligation to obtain such additional permission, license and grants necessary on account of any such existing rights.

Section 2. ENGINEERING REQUIREMENTS; PERMITS.

A. Licensee's Facilities will be designed, constructed, operated, maintained, repaired, renewed, modified, reconstructed, removed, or abandoned in place on Railroad Property by Licensee or its contractor to Licensors's satisfaction and in strict conformity with: (i) Licensors's current engineering standards and specifications, including those for shoring and cribbing to protect Licensors's railroad operations and facilities ("UP Specifications"), except for variances approved in advance in writing by Licensors's Assistant Vice President Engineering – Design or its authorized representative ("UP Engineering Representative"); (ii) such other additional safety standards as Licensors, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"); and (iii) all applicable laws, rules, and regulations, including any applicable Federal Railroad Administration and Federal Energy Regulatory Commission regulations and enactments (collectively, "Laws"). If there is any conflict between UP Specifications, UP Additional Requirements, and Laws, the most restrictive will apply.

B. Licensee shall keep the soil over Licensee's Facilities thoroughly compacted, and maintain the grade over and around Licensee's Facilities even with the surface of the adjacent ground.

C. If needed, Licensee shall secure, at Licensee's sole cost and expense, any and all necessary permits required to perform any work on Licensee's Facilities.

Section 3. NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES.

A. Licensee and its contractors are strictly prohibited from commencing any work associated with Licensee's Facilities without Licensors's written approval that the work will be in strict compliance with the "ENGINEERING REQUIREMENTS; PERMITS" Section of this Exhibit B. Upon Licensors's approval, Licensee shall contact both of Licensors's field representatives ("Licensors's Field Representatives") at least ten (10) days before commencement of any work on Licensee's Facilities.

B. Licensee shall not commence any work until: (1) Licensors has determined whether flagging or other special protective or safety measures ("Safety Measures") are required for performance of the work pursuant to the "FLAGGING" Section of this **Exhibit B** and provided Licensee written

authorization to commence work; and (2) Licensee has complied with the "PROTECTION OF FIBER OPTIC CABLE SYSTEMS" Section of this **Exhibit B**.

C. If, at any time, an emergency arises involving Licensee's Facilities, Licensee or its contractor shall immediately contact Licensors Response Management Communications Center at (888) 877-7267.

Section 4. FLAGGING.

A. Following Licensee's notice to Licensors Field Representatives required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensors shall inform Licensee if Safety Measures are required for performance of the work by Licensee or its contractor on Railroad Property. If Safety Measures are required, no work of any kind may be performed by Licensee or its contractor(s) until arrangements for the Safety Measures have been made and scheduled. If no Safety Measures are required, Licensors will give Licensee written authorization to commence work.

B. If any Safety Measures are performed or provided by Licensors, including but not limited to flagging, Licensors shall bill Licensee for such expenses incurred by Licensors, unless Licensors and a federal, state, or local governmental entity have agreed that Licensors is to bill such expenses to the federal, state, or local governmental entity. Additional information regarding the submission of such expenses by Licensors and payment thereof by Licensee can be found in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**. If Licensors performs any Safety Measures, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

C. For flagging, the rate of pay per hour for each flagger will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage, and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Licensors and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

D. Reimbursement to Licensors will be required covering the full eight-hour day during which any flagger is furnished, unless the flagger can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagger is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flaggers following the flaggers' assignment to work on the project for which Licensors is required to pay the flaggers and which could not reasonably be avoided by Licensors by assignment of such flaggers to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensors to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensors a minimum of five (5) days notice prior to the cessation of the need for a flagger. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the days the flagger was scheduled, even though flagging is no longer required for that period. An additional ten (10) days notice must then be given to Licensors if flagging services are needed again after such five day cessation notice has been given to Licensors.

Section 5. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any work on Railroad Property performed by Licensee or its contractor, and takes precedence over any work on Licensee's Facilities to be performed Licensee or its contractors. Licensee shall be responsible for initiating, maintaining and supervising all safety operations and programs in connection with any work on Licensee's Facilities. Licensee and its contractor shall, at a minimum comply, with Licensor's then current safety standards located at the below web address ("Licensor's Safety Standards") to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's Safety Standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of Licensor's Safety Standards to each of its employees before they enter Railroad Property.

[Union Pacific Current Safety Requirements](#)

B. Licensee shall keep the job site on Railroad Property free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the work.

C. Licensee represents and warrants that all parts of Licensee's Facilities within and outside of the limits of Railroad Property will not interfere whatsoever with the constant, continuous, and uninterrupted use of the tracks, property, and facilities of Licensor, and nothing shall be done or suffered to be done by Licensee at any time that would in any manner impair the safety thereof.

D. Licensor's operations and work performed by Licensor's personnel may cause delays in Licensee's or its contractor's work on Licensee's Facilities. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee must coordinate any work on Railroad Property by Licensee or any third party with Licensor's Field Representatives in strict compliance with the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**.

E. Licensor shall have the right, if it so elects, to provide any support it deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, repair, renewal, modification, relocation, reconstruction, or removal of Licensee's Facilities. In the event Licensor provides such support, Licensor shall invoice Licensee, and Licensee shall pay Licensor as set forth in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**.

F. Licensee may use unmanned aircraft systems ("UAS") to inspect Licensee's Facilities only upon the prior authorization from and under the direction of Licensor's Field Representatives. Licensee represents and warrants that its use of UAS on Railroad Property will comply with Licensor's then-current Unmanned Aerial Systems Policy and all applicable laws, rules and regulations, including any applicable Federal Aviation Administration regulations and enactments pertaining to UAS.

Section 6. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

Fiber optic cable systems may be buried on Railroad Property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. In addition to the notifications required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensee shall visit up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on Railroad Property to be used by Licensee. If it is, Licensee shall telephone the telecommunications company(ies) involved, and arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will not commence any work on Railroad Property until all such protection or relocation has been completed.

Section 7. LICENSEE'S PAYMENT OF EXPENSES.

A. Licensee shall bear the entire cost and expense of the design, construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities.

B. Licensee shall fully pay for all materials joined, affixed to and labor performed on Railroad Property in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of Licensee. Licensee shall promptly pay or discharge all taxes, charges, and assessments levied upon, in respect to, or on account of Licensee's Facilities, to prevent the same from becoming a charge or lien upon any property of Licensors, and so that the taxes, charges, and assessments levied upon or in respect to such property shall not be increased because of the location, construction, or maintenance of Licensee's Facilities or any improvement, appliance, or fixture connected therewith placed upon such property, or on account of Licensee's interest therein. Where such tax, charge, or assessment may not be separately made or assessed to Licensee but shall be included in the assessment of the property of Licensors, then Licensee shall pay to Licensors an equitable proportion of such taxes determined by the value of Licensee's property upon property of Licensors as compared with the entire value of such property.

C. As set forth in the "FLAGGING" Section of this **Exhibit B**, Licensors shall have the right, if it so elects, to provide any Safety Measures Licensors deems necessary for the safety of Licensors' operations and trackage during Licensee's or its contractor's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, including, but not limited to supervision, inspection, and flagging services. In the event Licensors provides such Safety Measures, Licensors shall submit an itemized invoice to Licensee's notice recipient listed in the "NOTICES" Article of this Agreement. Licensee shall pay to Licensors the total amount listed on such invoice within thirty (30) days of Licensee's receipt of such invoice.

Section 8. MODIFICATIONS TO LICENSEE'S FACILITIES.

A. This grant is subject to Licensors' safe and efficient operation of its railroad, and continued use and improvement of Railroad Property (collectively, "Railroad's Use"). Accordingly, Licensee shall, at its sole cost and expense, modify, reconstruct, repair, renew, revise, relocate, or remove (individually, "Modification", or collectively, "Modifications") all or any portion of Licensee's Facilities as Licensors may designate or identify, in its sole discretion, in the furtherance of Railroad's Use.

B. Upon any Modification of all or any portion of Licensee's Facilities to another location on Railroad Property, Licensors and Licensee shall execute a Supplemental Agreement to this Pipeline Agreement to document the Modification(s) to Licensee's Facilities on Railroad Property. If the Modifications result in Licensee's Facilities moving off of Railroad Property, this Agreement will terminate upon Licensee's completion of such Modification(s) and all requirements contained within the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of this **Exhibit B**. Any such Modification(s) off of Railroad Property will not release Licensee from any liability or other obligation of Licensee arising prior to and upon completion of any such Modifications to the Licensee's Facilities.

Section 9. RESTORATION OF RAILROAD PROPERTY.

In the event Licensee, in any manner moves or disturbs any property of Licensors in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, then, Licensee shall, as soon as possible and at Licensee's sole cost

and expense, restore Licensor's property to the same condition as the same were before such property was moved or disturbed.

Section 10. INDEMNITY.

A. Definitions. As used in this Section:

1. "Licensor" includes Licensor, its affiliates, its and their officers, directors, agents and employees, and other railroad companies using Railroad Property at or near the location of Licensee's installation and their officers, directors, agents, and employees.
2. "Licensee" includes Licensee and its agents, contractors, subcontractors, sub-subcontractors, employees, officers, and directors, or any other person or entity acting on its behalf or under its control.
3. "Loss" includes claims, suits, taxes, loss, damages (including punitive damages, statutory damages, and exemplary damages), costs, charges, assessments, judgments, settlements, liens, demands, actions, causes of action, fines, penalties, interest, and expenses of any nature, including court costs, reasonable attorneys' fees and expenses, investigation costs, and appeal expenses.

B. Licensee shall release, defend, indemnify, and hold harmless Licensor from and against any and all Loss, even if groundless, fraudulent, or false, that directly or indirectly arises out of or is related to Licensee's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, removal, presence, use, or operation of Licensee's Facilities, including, but not limited to, any actual or alleged:

1. Bodily harm or personal injury (including any emotional injury or disease) to, or the death of, any person(s), including, but not limited to, Licensee, Licensor, any telecommunications company, or the agents, contractors, subcontractors, sub-subcontractors, or employees of the foregoing;
2. Damage to or the disturbance, loss, movement, or destruction of Railroad Property, including loss of use and diminution in value, including, but not limited to, any telecommunications system(s) or fiber optic cable(s) on or near Railroad Property, any property of Licensee or Licensor, or any property in the care, custody, or control of Licensee or Licensor;
3. Removal of person(s) from Railroad Property;
4. Any delays or interference with track or Railroad's Use caused by Licensee's activity(ies) on Railroad Property, including without limitation the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities or any part thereof, any activities, labor, materials, equipment, or machinery in conjunction therewith;
5. Right(s) or interest(s) granted pursuant to this Agreement;
6. Contents escaping from Licensee's Facilities, including without limitation any actual or alleged pollution, contamination, breach, or environmental Loss;

7. Licensee's breach of this Agreement or failure to comply with its provisions, including, but not limited to, any violation or breach by Licensee of any representations and warranties Licensee has made in this Agreement; and
8. Violation by Licensee of any law, statute, ordinance, governmental administrative order, rule, or regulation, including without limitation all applicable Federal Railroad Administration regulations.

C. THE FOREGOING OBLIGATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF LICENSOR TO LOSSES CAUSED BY, ARISING FROM, RELATING TO, OR RESULTING FROM, IN WHOLE OR IN PART, THE NEGLIGENCE OF LICENSOR, AND SUCH NEGLIGENCE OF LICENSOR SHALL NOT LIMIT, DIMINISH, OR PRECLUDE LICENSEE'S OBLIGATIONS TO LICENSOR IN ANY RESPECT. NOTWITHSTANDING THE FOREGOING, SUCH OBLIGATION TO INDEMNIFY LICENSOR SHALL NOT APPLY TO THE EXTENT THE LOSS IS CAUSED BY THE SOLE, ACTIVE AND DIRECT NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF LICENSOR AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION.

Section 11. TERMINATION; REMOVAL OF LICENSEE'S FACILITIES.

A. If Licensee does not use the right herein granted on Licensee's Facilities for one (1) year, or if Licensee continues in default in the performance of any provision of this Agreement for a period of thirty (30) days after written notice from Licensor to Licensee specifying such default, Licensor may, at its sole discretion, terminate this Agreement by written notice to Licensee at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

B. In addition to the provisions of Paragraph "A" above, this Agreement may be terminated by written notice given by either party, without cause, upon thirty (30) days written notice to the non-terminating party at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

C. Prior to the effective date of any termination described in this Section, Licensee shall submit an application to Licensor's online Utility Contracts System at [this link](#) for Licensee's removal, or if applicable, abandonment in place of Licensee's Facilities located on Railroad Property ("Removal/Abandonment Work"). Upon the UP Engineering Representative's approval of Licensee's application for the Removal/Abandonment Work, Licensor and Licensee shall execute a separate consent document that will govern Licensee's performance of the Removal/Abandonment Work from those portions of Railroad Property not occupied by roadbed and/or trackage ("Consent Document"). Licensee shall then restore the impacted Railroad Property to the same or reasonably similar condition as it was prior to Licensee's installation of Licensee's Facilities. For purposes of this Section, Licensee's (i) performance of the Removal/Abandonment Work, and (ii) restoration work will hereinafter be collectively referred to as the "Restoration Work".

D. Following Licensee's completion of the Restoration Work, Licensee shall provide a written certification letter to Licensor at the address listed in the "NOTICES" Article of this Agreement which certifies that the Restoration Work has been completed in accordance with the Consent Document. Licensee shall report to governmental authorities, as required by law, and notify Licensor immediately if any environmental contamination is discovered during Licensee's performance of the Restoration Work. Upon discovery, the Licensee shall initiate any and all removal, remedial and restoration actions that are necessary to restore the property to its original, uncontaminated condition. Licensee shall provide written certification to Licensor at the address listed in the "NOTICES" Article of this Agreement that environmental contamination has been remediated and the property has been

restored in accordance with Licensor's requirements. Upon Licensor's receipt of Licensee's restoration completion certifications, this Agreement will terminate.

E. In the event that Licensee fails to complete any of the Restoration Work, Licensor may, but is not obligated, to perform the Restoration Work. Any such work actually performed by Licensor will be at the cost and expense of Licensee. In the event that Licensor performs any of the Restoration Work, Licensee shall release Licensor from any and all Loss (defined in the "INDEMNITY" Section of this **Exhibit B**) arising out of or related to Licensor's performance of the Restoration Work.

F. Termination of this Agreement for any reason will not affect any of rights or obligations of the parties which may have accrued, or liabilities or Loss (defined in the "INDEMNITY" Section of this **Exhibit B**), accrued or otherwise, which may have arisen prior to such termination.

EXHIBIT C

INSURANCE REQUIREMENTS

In accordance with Article 5 of this Agreement, Licensee shall (1) procure and maintain at its sole cost and expense, or (2) require its Contractor(s) to procure and maintain, at their sole cost and expense, the following insurance coverage:

A. **Commercial General Liability Insurance.** Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. **Business Automobile Coverage Insurance.** Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less \$2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

C. **Workers' Compensation and Employers' Liability Insurance.** Coverage must include but not be limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers' compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. **Environmental Liability Insurance.** Environmental Legal Liability Insurance (ELL) applicable to bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed, cleanup costs, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims, or compliance with statute, all in connection with any loss arising from the insured's performance under this Agreement. Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, this insurance must apply as if each named insured were the only named insured; and separately to the additional insured against which claim is made or suit is brought. Coverage shall be maintained in an amount of at least \$2,000,000 per loss, with an annual aggregate of at least \$4,000,000.

Licensee warrants that any retroactive date applicable to ELL insurance coverage under the policy is the same as or precedes the Effective Date of this Agreement, and that continuous coverage

will be maintained for a period of five (5) years beginning from the time the work under this Agreement is completed or if coverage is cancelled for any reason the policies extended discovery period, if any, will be exercised for the maximum time allowed.

E. **Railroad Protective Liability Insurance.** Licensee must maintain for the duration of work "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Licensors only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement. Notwithstanding the foregoing, Licensee does not need Railroad Protective Liability Insurance after its initial construction work is complete and all excess materials have been removed from Licensors property; PROVIDED, however, that Licensee shall procure such coverage for any subsequent maintenance, repair, renewal, modification, reconstruction, or removal work on Licensee's Facilities.

F. **Umbrella or Excess Insurance.** If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.

Other Requirements

G. All policy(ies) required above (except business automobile, workers' compensation and employers' liability) must include Licensors as "Additional Insured" using ISO Additional Insured Endorsement CG 20 26 (or substitute form(s) providing equivalent coverage). The coverage provided to Licensors as additional insured shall not be limited by Licensee's liability under the indemnity provisions of this Agreement. BOTH LICENSOR AND LICENSEE EXPECT THAT LICENSOR WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORM CG 20 26.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Agreement, or (b) all punitive damages are prohibited by all states in which this Agreement will be performed.

I. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Licensors and its agents, officers, directors and employees for damages covered by the workers' compensation and employers' liability or commercial umbrella or excess liability obtained by Licensee required in this Agreement, where permitted by law. This waiver must be stated on the certificate of insurance.

J. All insurance policies must be written by a reputable insurance company acceptable to Licensors or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

K. The fact that insurance is obtained by Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Licensors from Licensee or any third party will not be limited by the amount of the required insurance coverage.

Exhibit D

Union Pacific Railroad

GUIDELINES FOR ABANDONMENT
OF SUBSURFACE UTILITY STRUCTURES



CALL BEFORE YOU DIG
1-800-336-9193

Contents

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1. Introduction

A. Purpose

1. The purpose of these Guidelines is to inform 3rd party Applicants, Contractors and others outside of the Railroad of the requirements and standards for the abandonment of subsurface utility structures such as pipelines and other similar structures.
2. This document governs at all locations where the Railroad operates, regardless of track ownership or track status, either active or out of service.

2. Abandonment Procedures

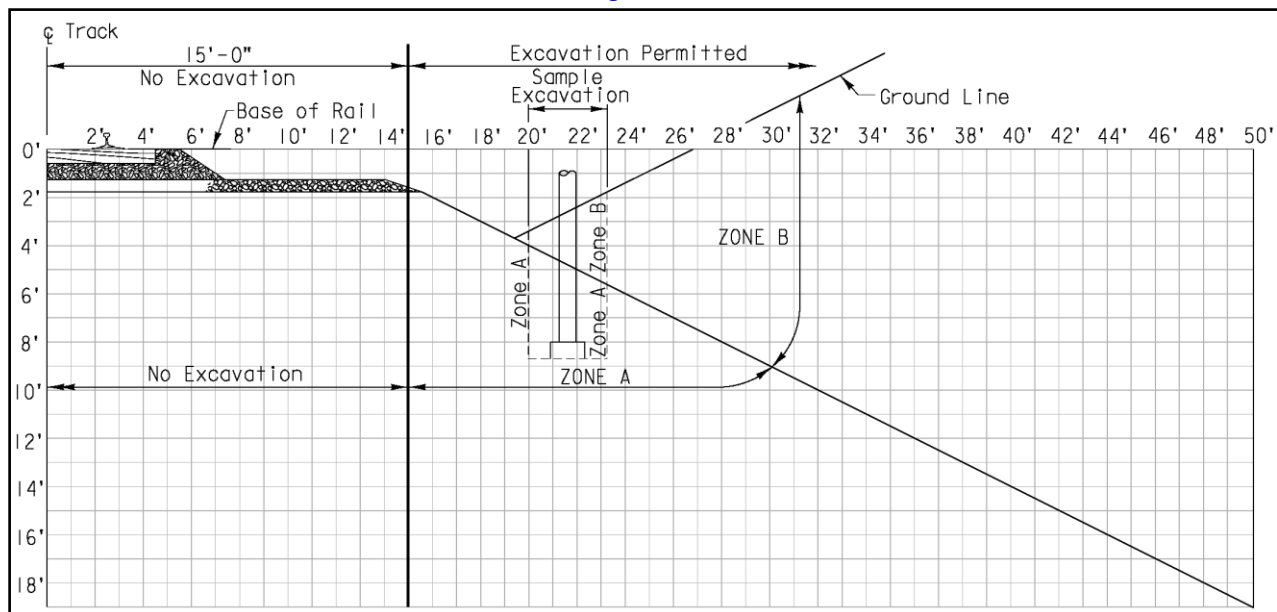
A. Hazardous material testing & notification

1. Prior to either removal or abandon in-place of existing Facilities, testing for ACM, PACM, LBP and PCBs shall be completed and the results reported to the Railroad.
 - i. ACM or PACM – Asbestos Containing Materials or Presumed Asbestos Containing Materials
 - ii. LBP – Lead Based Paint
 - iii. PCBs – PolyChlorinated Biphenyls
2. Testing results shall be emailed to asbestosawareness@up.com (file size limit / email is 10mb) with one of the following subject lines:
 - i. Reporting – Test Results
 - ii. Action Required – Priority Project
 - iii. Action Required – Request for Information/Question
3. The Railroad may require removal or consider abandon in-place of the existing Facilities upon review of the testing results.

B. Removal

1. At the time of abandonment, Facilities within Zone B shall be removed and at the cost of the owner. See [Figure 2-1](#) for Zone identification.
2. Regarding [Figure 2-1](#) the following additional Zone requirements apply.
 - i. Zone A –
 - a. Designed shoring systems are required per [Section 3A](#).
 - b. Track & ground monitoring is required per [Section 3B](#).
 - ii. Zone B – Sloped or stepped excavations are acceptable.

Figure 2-1



C. Abandon in-place

1. The Facility shall be filled with CLSM (Controlled Low-Strength Material). This process is designed to help avoid future subsidence as the line deteriorates after abandonment. The use of low strength CLSM also allows the future removal of CLSM at a later date if deemed necessary.
2. CLSM Design
 - i. The CLSM material shall have an unconfined compressive strength 300psi. This provides strength while allowing future removal if necessary.
 - ii. The mixture shall consist of water, Portland cement, fly ash, and sound fine or coarse aggregate or both.
 - iii. The mix design shall allow adequate flowability without segregation of aggregates.
 - iv. Hardening time is of prime importance and CLSM should develop 50psi in about one hour.
 - v. The maximum layer of thickness for CLSM shall be 3 feet.
 - vi. Additional layers shall not be placed until the CLSM has lost sufficient moisture.
 - vii. For pipelines or structures with a depth greater than 3 feet, CLSM shall be placed in lifts.
 - viii. Contractor should verify no voids will be present after filling the structure.
 - ix. Access to fill pipelines shall be from off the UPRR right-of-way if possible. If excavation is required for the fill procedure, excavations shall meet requirements in [Section 3](#).

3. Excavation Requirements

A. Shoring Design

1. For temporary earth retention design requirements on the Right-of-Way, see the Railroad Guidelines for Temporary Shoring. http://www.up.com/real_estate/roadxing/industry/index.htm

B. Track and Ground Monitoring

1. See the Railroad Guidelines for Track & Ground Monitoring.
https://www.up.com/real_estate/index.htm

C. Excavation Safety

1. Guardrails
 - i. Guardrails shall be provided to surround unattended excavations on Railroad Right-of-Way per OSHA Standard Number 1926.502 as follows:
 - a. The guardrail height shall be at least 42 inches above the walking surface.
 - b. The smallest dimension for openings in the guardrail shall be no greater than 19 inches.
 - c. Guardrail systems shall be capable of withstanding, without failure, a force of at least 200 pounds applied within 2 inches of the top edge, in any outward or downward direction, at any point along the top edge of the guardrail.

4. Glossary

Applicant: Any party proposing to install a new, and/or abandon existing, pipelines or Wirelines on Railroad right-of-way or other Railroad operating location, regardless of track being active or out of service. This includes any contractor, employee or consultant hired by said party.

Call Before You Dig: A Union Pacific Railroad 24-hr by 7-day communication center to assist in protecting, documenting and notifying callers of other utilities installed within the Railroad right-of-way.

1-800-336-9193

Crossing: Refers to a Utility which is crossing the Railroad track(s).

Carrier Pipe: Pipe used to transport the product.

Casing Pipe: Pipe through which the carrier pipe is installed.

Cover: Distance from either the base of rail or finished grade to the top of Pipeline or Wireline.

Encroachment: Utilities on Railroad right-of-way which are generally oriented parallel with Railroad right-of-way and/or track.

Centerline of Track: An imaginary line, that runs down the center of the two rails of a track.

Construction Documents: Design plans and calculations, project and/or standard specifications, geotechnical report and drainage report.

Construction Window: A timeframe in which construction or maintenance can be performed by the Contractor with the required presence of a Flagman.

Contractor: The individual, partnership, corporation or joint venture and all principals and representatives (including Applicant's subcontractors) with whom the contract is made by the Applicant for the construction of the Grade Separation Project.

Facility: Refers to the Applicant's pipeline, wireline, poles, manholes, handholes, splice boxes, storage tanks and other such structures which exist as part of the Applicant's infrastructure.

Flagman (Flagging): A qualified employee of the Railroad providing protection to and from Railroad operations per Railroad requirements.

Guidelines: Information contained in this document.

Industry Track: A secondary track designed to allow access to industries along the main track.

Main Track: A principle track, designated by Timetable or special instructions, upon which train movements are generally authorized and controlled by the train dispatcher. Main Track must not be occupied without proper authority.

Railroad Load: Cooper E-80 loading.

Railroad: Refers to Union Pacific Railroad.

Railroad Manager of Track Maintenance (MTM): Railroad representative responsible for maintenance of the track and supporting subgrade.

Right-of-Entry Agreement: An agreement between the Railroad and an Applicant or a Contractor allowing access to Railroad property.

Right-of-Way: The private property limits owned by the Railroad.

Tracks: The rails, ties and ballast and roadbed that compose the traveling surface used by trains.

Utility: Refers to a pipeline or wireline.

Wireline: Refers to electric power and communication utility systems including, but not limited to, all associated conductors, cables, support structures, and equipment.

CITY OF LOCKHART, TX CDBG-MIT GLO WATERLINE EXHIBIT

END N BLANCO ST WATERLINE REPLACEMENT
APPRX 3300 LF
LAT: N29.892387
LONG: W97.676243

BEGIN BOIS D'ARC WATERLINE REPLACEMENT
LAT: N29.886215
LONG: W97.678956

END BOIS D'ARC WATERLINE REPLACEMENT
BEGIN CONNECTION TO N BLANCO ST
WATERLINE REPLACEMENT
LAT: N29.886877
LONG: W97.675055



City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: July 7, 2026

AGENDA ITEM CAPTION: Discussion and/or action regarding a one-year renewal of the Interlocal Agreement (ILA) for ground lease with Caldwell County Emergency Services District (ESD) No. 5 to lease EMS Stations No. 1 (214 Bufkin Ln.) and No. 2 (1914 W. San Antonio St.) for the performance of governmental services pursuant to Chapter 791 of the Texas Government Code and Chapter 272 of the Texas Local Government Code.

ORIGINATING DEPARTMENT AND CONTACT: Fire - Randy Jenkins

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION:

The proposed one-year renewal of the Inter-local Agreement (ILA) between Caldwell County ESD No. 5 and the City of Lockhart provides for the City to lease two city-owned EMS stations to ESD No. 5 for one additional year as provided as an option in the original one-year lease. The proposed lease to be paid by ESD No. 5 to the City is \$1,000 per month total for both EMS stations for the term of the agreement. The original ILA for EMS station lease was approved by City Council on September 17, 2024. The previous lease amount was \$1 a month.

EMS Station #1 is located at 214 Bufkin Ln. and provides primary coverage for the south and east portion of Lockhart and the central portions of Caldwell County. EMS Station #2 is located at 1914 W. San Antonio St. and provides primary coverage to the northern and western portions of the City of Lockhart and Caldwell County.

The cost of basic utilities (gas, electric) is included in the monthly lease. The lease also outlines responsibilities for maintenance, insurance, and provisions for addressing defaults and damages. For example, ESD No. 5 will be responsible for routine maintenance, any upgrades to the facility and furnishing, and any required equipment necessary to perform the ESD's functions. In addition, ESD No. 5 will obtain and pay for its own telephone and internet services. As a governmental entity, ESD No. 5 is exempt from paying property tax.

Caldwell County ESD No. 5 approved the ILA one-year renewal and signed the lease at their June 1, 2026, regular meeting.

Caldwell County ESD No. 5 began EMS operations in Caldwell County on February 1, 2025.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION: The original Interlocal Agreement for EMS station lease was approved by City Council on September 17, 2024.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends approval of the one-year renewal of the Interlocal Agreement (ILA) as presented.

LIST OF SUPPORTING DOCUMENTS: EMS Station ILA Lease Renewal 7-7-2026, ESD #5
Lease Renewal Request

STATE OF TEXAS

§

§

COUNTY OF CALDWELL

§

RENEWAL OF INTERLOCAL AGREEMENT FOR GROUND LEASE -
EMERGENCY SERVICES DISTRICT NO. 5 AND CITY OF
LOCKHART, TEXAS

THIS RENEWAL of the INTERLOCAL LEASE AGREEMENT ("Lease Agreement") made and entered into by and between EMERGENCY SERVICES DISTRICT NO. 5 ("ESD No. 5"), a political subdivision of the State of Texas organized and operating pursuant to the provisions of Section 48-e, Article III of the Texas Constitution and Chapter 775 of the Health and Safety Code, as amended ("H&S Code") (hereinafter "Lessee"), and the City of Lockhart, Texas, a Texas home rule municipality acting by and through its governing body, the City Council (hereinafter "Lessor").

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code authorizes units of local government to contract with one or more units of local government to perform government functions and services; and

WHEREAS, Section 272.005 of the Texas Local Government Code authorizes a political subdivision to lease property, including real property, to another political subdivision to promote a public purpose without the necessity of complying with any competitive purchasing procedures; and

WHEREAS, this Lease Agreement is entered into pursuant to the authority, under the provisions of, and in accordance with, Chapter 791 of the Texas Government Code, and Chapter 272 of the Texas Local Government Code for the performance of governmental functions and services; specifically, public health and welfare; and the lease of city-owned property without following requirements competitive bidding procedures.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, and other good and valuable consideration, Lessor does hereby lease to Lessee, and Lessee does hereby lease from Lessor, EMS Station #1 (214 Bufkin Lane) and EMS Station #2 (1914 W. San Antonio St.) in the City of Lockhart, Texas, and incorporated herein for all purposes (hereinafter "Leased Premises").

ARTICLE I

Term of Lease

1.1 This Lease Agreement shall renew and commence upon execution by the last party hereto and remain in effect for a term of one (1) year, unless terminated earlier upon mutual written agreement by the parties or as otherwise provided in this Lease Agreement. Lessee shall have an option to renew this Lease Agreement for one additional term of one (1) year upon written notice to Lessor within three (3) months prior to the end of the Initial Term and any extensions thereafter.

1.2 Either party may terminate this Lease for any reason upon notice being given of its desire to so terminate at least ninety (90) days prior to the date of termination. If the Lessor desires to terminate the Lease for cause prior to the expiration of the Initial Term and any extensions mutually agreed thereafter, Lessee shall not be entitled to compensation for such early termination.

ARTICLE II

Rent

2.1 Lessee agrees and promises to pay Lessor a total sum of \$1,000 a month to lease EMS Station #1 and EMS Station #2. If the Lease Agreement is renewed, the rental amount will be determined upon mutual agreement of Lessor and Lessee. The cost of utilities is included in the Lease rent.

2.2 All payments made hereunder by Lessee shall be made to Lessor at the offices of the City of Lockhart, unless notified in writing to the contrary by Lessor. All payments of lease rent and other amounts becoming due and payable from Lessee to Lessor under and in connection with this Lease may be made by delivering to Lessor, at the then-applicable address provided for herein, Lessee's check in the amount of such payment, on or before the due date thereof under the terms of this Lease.

2.3 Lessee shall pay a late charge of \$25.00 if the monthly payment has not been paid by Lessee by the tenth (10th) day of the month in which it is due. Failure of Lessee to pay any rent or monetary penalty on delinquent payments prior to the first day of the following month shall constitute a default of this Lease.

ARTICLE III

Taxes and Assessments

3.1 As a governmental entity, Lessee is typically exempt from paying taxes and other such governmental levies and charges. It is Lessee's responsibility to take the necessary steps to protect Lessee's exempt status. Should Lessee fail to do so, Lessee shall pay such which may be

assessed, levied, confirmed, imposed or become a lien upon the Leased Premises (or any portion thereof), or become payable or accrue during the Term.

ARTICLE IV

Use

4.1 Lessee shall be allowed to construct, operate and the governmental and public functions ESD #5 is authorized to perform by law, along with other related governmental uses and functions.

4.2 Lessee shall not utilize the Leased Premises for any illegal or unauthorized use.

4.3 Lessee agrees to accept the Leased Premises in their present condition and "as is" for Lessee's authorized uses. Further, Lessor disclaims and Lessee accepts such disclaimer, as to warranty, either express or implied, on the condition, use, or fitness for purposes of the Leased Premises. Lessee assumes full responsibility to make upgrades at Lessee's sole expense and to furnish any additional equipment that is not already part of the Leased Premises necessary to perform its governmental function.

4.4 During the Initial Term of this Lease, Lessee shall have the unencumbered use of the Leased Premises; provided, however, that Lessor shall have access to said Leased Premises for the purpose of fulfilling its obligation hereto of said Lessee as are hereinafter set out; or to reasonably inspect the Premises, for which access shall not be unreasonably withheld by Lessee. Further, Lessor shall be under no obligation to make improvements to the Leased Premises as might be desired by Lessee, which are and shall remain Lessee's full responsibility during the Initial Term of this Lease and any extensions approved by the Parties thereafter.

4.5 The Lessee, for itself, its representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

1. No person on the grounds of race, color, sex, religion, or national origin shall be excluded from participation in or denied the benefits of, or otherwise be subject to discrimination under any activity performed by Lessee;

2. That in the construction of any improvements on, over, or under the Leased Premises and the furnishing of services therefrom, no person on the grounds of race, color, sex, religion or national origin shall be excluded from participation in or denied the benefits of, or otherwise be subject to discrimination under any activity performed by Lessee;

3. That the Lessee shall use the Leased Premises in compliance with all requirements imposed by law; and

4. That the Lessee shall at all times use the Leased Premises in compliance with all non-discrimination laws, either in effect at the present time or those promulgated in the future, of the United States of America, the State of Texas, Caldwell County, Texas, and the City of Lockhart, Texas.

ARTICLE V

Maintenance

5.1 Routine maintenance of the Leased Premises and any improvements constructed

thereupon by the Lessee shall be the sole responsibility of the Lessee.

5.2 Lessee shall arrange and be responsible for obtaining and paying for its own telephone and internet service and obtaining necessary extensions of hardware for the operation of these services.

5.3 Lessee shall be responsible for obtaining all necessary equipment, material, and items necessary to perform its mandated governmental functions at Lessee's sole expense. Lessor shall not be responsible for such expenses and Lessee disclaims and waives any right or claim to payment or reimbursement for same.

5.4 Lessee shall be responsible for the repair or replacement of any fixtures that are part of or located in the Leased Premises during the Initial Term and any extensions agreed to by the Parties thereafter.

ARTICLE VI

Limitation of Liability

6.1 The liability for acts or omissions of the agents and employees of either party or for injuries caused by conditions of tangible property is provided for solely by the provisions of the Texas Civil Practice and Remedies Code, Chapters 75, 101 and 102, and that Workers' Compensation Insurance coverage for state and county employees is provided as mandated by the provisions of Texas Labor Code, Chapter 504.

ARTICLE VII

Lessee's Property and Certain Notices

7.1 Lessor shall not be liable for any damage to or loss of personal property placed in, on or about the Leased Premises by Lessee or others, resulting from fire, theft, explosion, flood,

windstorm, hurricane, or other casualty caused by acts of God or by the acts or omissions of other occupants of other space in the building.

ARTICLE VIII

Assignment

8.1 This Lease Agreement shall be binding on the heirs, successors and assigns of the parties hereto. Lessee shall not assign, sublet or transfer its interest or obligations in and under this lease without the prior, written consent of Lessor. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of Lessee or Lessor.

ARTICLE IX

Default

9.1 In the event of any default by the Lessee in any of the terms, conditions, covenants, or agreements herein contained, Lessor may enforce the performance of this Lease Agreement in any manner provided by law including forfeiting and terminating at Lessor's discretion if such default continues for a period of twenty (20) days after Lessor notifies Lessee in writing of such default and its intention to declare this Lease Agreement terminated. Unless Lessee shall have completely removed and cured such default as aforesaid, this Lease Agreement shall terminate and come to an end as if that were the day originally fixed herein for the expiration of the term.

9.2 Default by Lessee shall be defined as (a) failing to timely pay the Lease Rent or other expenses incurred by Lessee in the performance of its governmental functions due and payable to Lessor by the first day of the following month, or (b) failing to begin a reasonable attempt to comply, within twenty (20) days of receiving written notice from Lessor, with any substantive provision of this Lease.

9.3 Lessor's remedies for Lessee's default are to enter and take possession of the Lease Premises and exclude Lessee from said premises. Lessee agrees to reimburse Lessor for actual expenditures reasonably made in order to relet the Leased Premises; or enter the Leased Premises

and perform Lessee's obligations; or terminate this Lease by proper written notice and sue for damages authorized by law.

9.4 Lessee agrees that all permanent improvements and fixtures located on the Leased Premises shall become and remain the property of Lessor and that in the event of default, Lessee shall peaceably vacate the Leased Premises.

ARTICLE X

Insurance

10.1 As a condition precedent to Lessee's right to use the Leased Premises, Lessee shall continuously maintain in effect during the term of this Agreement and any extension thereof, at Lessee's expense, the following insurance coverage:

1. Comprehensive General (Public) Liability Insurance covering the Lessee, and Lessee's activities at the Leased Premises. Liability insurance limits shall be in the following minimum amounts: Bodily Injury, including Death and Property Damage: \$500,000 combined single limit coverage, on a per occurrence or claims made basis/\$1,000,000 aggregate limit.

2. Fire and extended coverage to cover 100% of the full replacement value for the Leased Premises as calculated at the initiation of this Lease Agreement. This coverage shall include for theft, vandalism, malicious mischief, as well as damages caused from weather conditions, acts of God, etc.

3. All policies, either of the Lessee or Sub-Lessee's, shall name the City of Lockhart as an additional named insured and provide for a minimum of thirty (30) days written notice to Lessor prior to the effective date of any cancellation, material change, or lapse of such policies.

4. Notwithstanding other provisions herein contained, Lessor may cancel this Lease with or without notice to Lessee should Lessee's insurance lapse for a period of ten (10) days or more. Lessor may elect to reinstate and revive such Lease after such insurance obligation is cured by Lessee.

5. Appropriate insurance on Lessee's personal property located within the Leased Premises.

6. All policies must be approved by Lessor to ensure that the provisions of this section are included.

7. Lessor shall be provided with a copy of all such policies by Lessee.

8. Any insurance policy herein required or procured by Lessee shall contain any express waiver of any right or subrogation by the insurance company against the City of Lockhart.

10.02. If the improved premises shall be partially damaged by any casualty insurable under Lessee's insurance policy, Lessee shall, upon receipt of the insurance proceeds, repair the same. If the Leased Premises shall be damaged as a result of a risk which is not fully covered by Lessee's insurance, Lessee shall either (a) repair or rebuild the damaged improvements to the extent of available insurance proceeds. If Lessee fails to repair or rebuild the damaged improvements to the extent of available insurance proceeds or terminate this Lease and assign insurance proceeds to Lessor, Lessor shall have the right to terminate this Lease and recover damages from Lessee.

ARTICLE XI

Indemnification

11.1 Lessee agrees to indemnify and hold harmless the Lessor, its agents,

employees, and representatives from and against all liability for any and all claims, suits, demands, and/or actions arising from negligent acts or omissions which may arise out of or result from Lessee's occupancy or use of the Leased Premises.

ARTICLE XII

Miscellaneous

12.1 All notices provided to be given under this Lease Agreement shall be given by certified mail or registered mail, addressed to the proper party or delivered in person at the following addresses:

**Lessor: City of Lockhart, Texas
Attention: Mayor Lew White
308 W. San Antonio Street
P.O. Box 239
Lockhart, Texas 78644**

**Lessee: Caldwell County Emergency Services District No. 5
Attention: Board President
P.O. Box 478
Lockhart, Texas 78644**

**Copy to: Bradford E. Bullock
City Attorney, City of Lockhart
4201 W. Parmer, Ste. C-150
Austin, Texas 78727**

**John Carlton
ESD No. 5 General Counsel
4301 Westbank Drive, Ste. B-130
Austin, Texas 78746**

12.2 This Lease Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Lease Agreement.

12.3 This Lease Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Caldwell County, Texas, and venue shall lie in Caldwell County, Texas.

12.4 In case any one or more of the provisions contained in this Lease Agreement shall be for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Lease Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

12.5 This Lease Agreement constitutes the sole and only lease of the parties hereto and supersedes any prior understandings or written or oral leases between the parties respecting the within subject matter.

12.6 No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

12.7 The rights and remedies provided by this Lease Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

12.8 No waiver by the parties hereto of any default or breach of any term, condition, or covenant of this Lease Agreement shall be deemed to be waiver of any other breach of the same or any other term, condition, or covenant contained herein.

12.9 Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this Lease Agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

12.10 Time is of the essence of this Lease Agreement.

12.11 Lessee's leasehold estate, created hereby and all of Lessee's rights, titles and interests, hereunder are subject and subordinate to any mortgage presently existing.

12.12 There are no implied warranties of merchantability, of fitness for a particular purpose, or of any other kind arising out of this lease, and there are no warranties that extend beyond those expressly stated in this lease.

12.13 All exhibits, schedules and attachments referred to in this lease are hereby incorporated by reference for all purposes as fully as if set forth at length herein. This lease constitutes the entire agreement of the parties with respect to the subject matter hereof, and all prior correspondence, memoranda, agreements or understandings (written or oral) with respect hereto are merged into and superseded by this lease.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written, in duplicate originals.

Lessor:

CITY OF LOCKHART, TEXAS

Lessee:

EMERGENCY SERVICES

DISTRICT NO. 5

By: _____

Lew White, Mayor

By: Jeremy D. White

[Signature] PRESIDENT

ATTEST:

Julie Bowermon

City Secretary

City of Lockhart, Texas



CALDWELL COUNTY ESD NO.5

PO Box 478 • Lockhart, Texas 78644

Office: (512) 668-9124



RECEIVED
CITY OF LOCKHART

SEP 12 2025

RECVD. BY: 
TIME RECVD. _____

09/08/2025

City of Lockhart, Texas
Attention: Mayor Lew White
308 W. San Antonio Street
Lockhart, Texas 78644

Subject: Lease Renewal Request for EMS Station #1 and #2

Dear Mayor White,

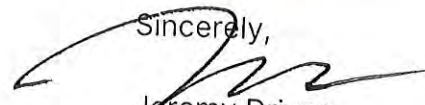
This letter serves as a formal request to renew the Interlocal Lease Agreement between Emergency Services District No. 5 (Lessee) and the City of Lockhart, Texas (Lessor), for EMS Station #1 and #2, located in Lockhart, Texas. This request is made pursuant to Article I, Section 1.01 of the current agreement, "2024 ILA for Lockhart Ground Lease - Fully Executed.pdf," which grants the Lessee an option to renew for one additional term of one (1) year.

We wish to exercise our option to renew the lease for an additional one (1) year term, effective upon the expiration of the initial term. We understand that the rental amount for the renewed term will be determined upon mutual agreement of Lessor and Lessee, as stated in Article II, Section 2.01 of the current agreement.

We look forward to continuing our partnership with the City of Lockhart and appreciate your consideration of this renewal request. Please let us know the next steps to formalize this renewal, including any discussions regarding the rental amount for the extended term.

Should you require any further information or wish to discuss this matter, please contact [Cean Charles](#) at 830.370.1078.

Sincerely,



Jeremy Driver
Board President
Caldwell County Emergency Services District No. 5
P.O. Box 478
Lockhart, Texas 78644

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: July 7, 2026

AGENDA ITEM CAPTION: Presentation and discussion and/or action regarding an update on proposed employee health insurance benefit plan changes and renewal options through the Texas Health Benefits Pool (TxHBP).

ORIGINATING DEPARTMENT AND CONTACT: Administration - Joseph Resendez

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: The City currently provides employee health insurance through the Texas Health Benefits Pool (TxHBP) and presently offers employees two Preferred Provider Organization (PPO) health plan options. During the annual renewal process, staff evaluated the City's benefit offerings in response to employee feedback regarding the affordability of premiums for spouses, dependents, and family coverage.

Based on that evaluation, staff is evaluating replacing one of the existing PPO plan options with a High Deductible Health Plan (HDHP) that is compatible with a Health Savings Account (HSA), while retaining one traditional PPO option. The proposed change is intended to provide employees with an additional lower-premium health plan alternative while continuing to offer a traditional copay-based plan for those who prefer that coverage.

At the June 11, 2026 Budget Workshop, City Council received an initial overview of employee health benefit considerations as part of the Fiscal Year 2026-2027 budget development process. This agenda item provides a detailed review of the proposed plan changes, associated premium impacts, and the staff recommendation for the upcoming plan year.

A representative from the Texas Health Benefits Pool (TxHBP) will be present to review the proposed plan changes, explain the benefits and differences between the available plan options, and answer any questions from the City Council. Following the presentation, staff requests City Council approval of the recommended employee health insurance plan offerings for the upcoming plan year so the selected benefits may be incorporated into the Fiscal Year 2026-2027 budget and implemented during the annual renewal process.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

City of Lockhart, Texas

Council Agenda Item Cover Sheet

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION:

LIST OF SUPPORTING DOCUMENTS:

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: July 7, 2026

AGENDA ITEM CAPTION: Discussion and/or action regarding Ordinance 2026-27 authorizing the issuance of the Series 2026 Certificates of Obligation.

ORIGINATING DEPARTMENT AND CONTACT: Finance - Keeli Howard

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: On May 5, 2026, City Council passed Resolution 2026-20 authorizing the publication of a notice of intent to issue Combination Tax and Revenue Certificates of Obligation in an amount not to exceed \$15,000,000. This notice stated the City Council tentatively proposed to authorize the issuance of the Certificates and hold a public hearing at its regular meeting to commence at 6:30 P.M. on July 7, 2026.

Staff recommends the approval of Ordinance 2026-27 authorizing the issuance of the City of Lockhart, Texas Combination Tax and Revenue Certificates of Obligation, Series 2026; authorizing the levy of an ad valorem tax and the pledge of certain revenues in support of the Certificates; approving an official statement, a paying agent/registrar agreement and other agreements relating to the sale and issuance of the Certificates; and authorizing other matters related to the issuance of the Certificates.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Approval of Ordinance 2026-27.

LIST OF SUPPORTING DOCUMENTS: Ordinance 2026-27

ORDINANCE NO. 2026-27

ORDINANCE AUTHORIZING THE ISSUANCE OF THE CITY OF LOCKHART, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2026; AUTHORIZING THE LEVY OF AN AD VALOREM TAX AND THE PLEDGE OF CERTAIN REVENUES IN SUPPORT OF THE CERTIFICATES; APPROVING AN OFFICIAL STATEMENT, A PAYING AGENT/REGISTRAR AGREEMENT AND OTHER AGREEMENTS RELATING TO THE SALE AND ISSUANCE OF THE CERTIFICATES; AND AUTHORIZING OTHER MATTERS RELATED TO THE ISSUANCE OF THE CERTIFICATES

Adopted on July 7, 2026

ORDINANCE NO. 2026-27

ORDINANCE AUTHORIZING THE ISSUANCE OF \$_____ CITY OF LOCKHART, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2026; AUTHORIZING THE LEVY OF AN AD VALOREM TAX AND THE PLEDGE OF CERTAIN REVENUES IN SUPPORT OF THE CERTIFICATES; APPROVING AN OFFICIAL STATEMENT, A PAYING AGENT/REGISTRAR AGREEMENT AND OTHER AGREEMENTS RELATING TO THE SALE AND ISSUANCE OF THE CERTIFICATES; AND AUTHORIZING OTHER MATTERS RELATED TO THE ISSUANCE OF THE CERTIFICATES

WHEREAS, the City Council of the City of Lockhart, Texas (the "City") deems it advisable to issue certificates of obligation in the amount of \$_____ (the "Certificates") and finds that the payment in whole or in part of contractual obligations are incurred or to be incurred for improving, constructing, equipping, acquiring, or designing the City's: (1) parks and recreation facilities, to include an aquatics center, recreation center and improving Lions Park; (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.

WHEREAS, the Certificates hereinafter authorized and designated are to be issued and delivered for cash pursuant to Subchapter C of Chapter 271, Texas Local Government Code, as amended, and Section 1502.052, Texas Government Code, as amended; and

WHEREAS, the City Council (the "City Council") of the City of Lockhart, Texas (the "City"), by resolution adopted on May 5, 2026, directed publication of notice of the City's intention to issue certificates of obligation in an aggregate principal amount not to exceed \$15,000,000 for the purposes hereinafter set forth; and

WHEREAS, the notice was published on May 29, 2026 and June 5, 2026 in the *Lockhart Post-Register*, a newspaper of general circulation in the City and a "newspaper" as defined in Section 2051.044, Government Code and posted on the City's website continuously for 46 days; and

WHEREAS, there has not been filed with the City Secretary or any other officer of the City a petition protesting the issuance of such certificates of obligation and requesting an election on the same; and

WHEREAS, it is affirmatively found and determined that the City is authorized to proceed with the issuance and sale of such certificates of obligation as authorized by the Constitution and laws of the State of Texas, including, particularly, Chapter 271, Texas Local Government Code, as amended, and Chapter 1502, Texas Government Code, as amended; and

WHEREAS, it is officially found, determined and declared that the meeting at which this Ordinance has been adopted was open to the public and public notice of the date, hour, place and

subject of said meeting, including this Ordinance, was given, all as required by the applicable provisions of Tex. Gov't Code Ann. Ch. 551; Now, Therefore

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

**ARTICLE I
DEFINITIONS AND OTHER PRELIMINARY MATTERS**

Section 1.01. Definition

Unless otherwise expressly provided or unless the context clearly requires otherwise, in this Ordinance the following terms shall have the meanings specified below:

"Certificate" means any of the Certificates.

"Certificates" means the City's certificates of obligation entitled "City of Lockhart, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2026" authorized to be issued by Section 3.01 of this Ordinance.

"Closing Date" means the date of the initial delivery of and payment for the Certificates.

"Code" means the Internal Revenue Code of 1986, as amended, including applicable regulations, published rulings and court decisions relating thereto.

"Construction Fund" means the construction fund established by Section 8.01(a) of this Ordinance.

"Defeasance Securities" means (i) Federal Securities, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the City Council adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provides for the funding of an escrow to effect the defeasance of the Certificates are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the City Council adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provides for the funding of an escrow to effect the defeasance of the Certificates, are rated as to investment quality by a nationally recognized investment rating firm no less than "AAA" or its equivalent and (iv) any other then authorized securities or obligations under applicable State law that may be used to defease obligations such as the Certificates.

"Designated Payment/Transfer Office" means (i) with respect to the initial Paying Agent/Registrar named herein, its corporate trust office in Austin, Texas, and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the City and such successor.

"DTC" means The Depository Trust Company of New York, New York, or any successor securities depository.

"DTC Participant" means any broker, dealer, bank, trust company, clearing corporation or certain other organizations with Certificates credited to an account maintained on its behalf by DTC.

"Event of Default" means any Event of Default as defined in Section 10.01 of this Ordinance.

"Federal Securities" as used herein means direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America (including Interest Strips of the Resolution Funding Corporation).

"Initial Certificate" means the Certificate described in Section 3.04(d) and 6.02.

"Interest and Sinking Fund" means the interest and sinking fund established by Section 8.01(a) of this Ordinance.

"Interest Payment Date" means the date or dates upon which interest on the Certificates is scheduled to be paid until the maturity of the Certificates, such dates being February 1 and August 1 of each year commencing February 1, 2027.

"MSRB" means the Municipal Securities Rulemaking Board.

"Ordinance" means this Ordinance.

"Original Issue Date" means the initial date from which interest on the Certificates accrues and which is designated in Section 3.02(a) of this Ordinance.

"Owner" means the person who is the registered owner of a Certificate or Certificates, as shown in the Register.

"Paying Agent/Registrar" means BOKF, NA, any successor thereto or an entity which is appointed as and assumes the duties of paying agent/registrar as provided in this Ordinance.

"Purchaser" means the person, firm or entity initially purchasing the Certificates from the City and which is designated in Section 7.01 of this Ordinance.

"Record Date" means the close of business on the 15th calendar day of the preceding month.

"Register" means the Register specified in Section 3.06(a) of this Ordinance.

"Representation Letter" means the Blanket Issuer Letter of Representations with respect to the Certificates and other obligations of the City, between the City and DTC.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

"Special Payment Date" means the Special Payment Date prescribed by Section 3.03(b) of this Ordinance.

"Special Record Date" means the new record date for interest payment established in the event of a nonpayment of interest on a scheduled payment date, and for 30 days thereafter, as described in Section 3.03(b) of this Ordinance.

"Surplus Revenues" means the revenues of the City's water and wastewater system, available after deduction of the reasonable expenses of said System and the payment of all debt service, reserve and other requirements with respect to all of the City's revenue bonds and other obligations, now outstanding or hereafter issued, that are payable in whole or in part from a pledge of all or part of the revenues of such System.

"Unclaimed Payments" means money deposited with the Paying Agent/Registrar for the payment of principal, redemption premium, if any, or interest on the Certificates as the same become due and payable or money set aside for the payment of Certificates duly called for redemption prior to maturity, and remaining unclaimed for 90 days after the applicable payment or redemption date.

Section 1.02. Other Definitions.

The terms "City Council" and "City" shall have the meanings assigned in the preamble to this Ordinance.

Section 1.03. Findings.

The declarations, determinations and findings declared, made and found in the preamble to this Ordinance are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.04. Table of Contents, Titles and Headings.

The table of contents, titles and headings of the Articles and Sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Ordinance or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.05. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number

and vice versa.

(b) This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Ordinance.

ARTICLE II SECURITY FOR THE CERTIFICATES

Section 2.01. Tax Levy for Payment of the Certificates.

(a) The City Council hereby declares and covenants that it will provide and levy a tax legally and fully sufficient for payment of the Certificates, it having been determined that the existing and available taxing authority of the City for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding obligations of the City.

(b) In order to provide for the payment of the debt service requirements on the Certificates, being (i) the interest on the Certificates and (ii) a sinking fund for their payment at maturity or a sinking fund of two percent (whichever amount is the greater), there is hereby levied for the current year and each succeeding year thereafter, while the Certificates or interest thereon remain outstanding and unpaid, a tax within legal limitations on each \$100 valuation of taxable property in the City that is sufficient to pay such debt service requirements, full allowance being made for delinquencies and costs of collection.

(c) The tax levied by this Section shall be assessed and collected each year and applied to the payment of the debt service requirements on the Certificates, and the tax shall not be diverted to any other purpose.

Section 2.02. Revenue Pledge.

The Certificates are additionally secured by and shall be payable from a limited pledge of the Surplus Revenues of the City's water and wastewater system not to exceed \$1,000.

ARTICLE III AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE CERTIFICATES

Section 3.01. Authorization.

The City's certificates of obligation to be designated "City of Lockhart, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2026," are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas in the aggregate principal amount of \$_____ for the purpose of paying contractual obligations incurred or to be incurred for improving, constructing, equipping, acquiring, or designing the City's: (1) parks and recreation facilities, to include an aquatics center, recreation center and improving Lions Park; (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.

Section 3.02. Date, Denomination, Maturities, Numbers and Interest.

(a) The Certificates shall be dated July 30, 2026 and have an Original Issue Date of July 30, 2026, shall be in fully registered form, without coupons, in the denomination of \$5,000 or any integral multiple thereof, and shall be numbered separately from one upward or such other designation acceptable to the City and the Paying Agent/Registrar.

(b) The Certificates shall mature on August 1 in the years and in the principal amounts and interest rates set forth below, interest on each Certificate accruing from the Original Issue Date or the most recent Interest Payment Date to which interest has been paid or provided for at the per annum rates of interest, payable semiannually on February 1 and August 1 of each year commencing February 1, 2027, until the principal amount shall have been paid or provision for such payment shall have been made, as follows:

<u>YEAR</u>	<u>AMOUNT</u>	<u>RATE</u>	<u>YEAR</u>	<u>AMOUNT</u>	<u>RATE</u>
2028	\$	%	2037	\$	%
****			2038		
2029			2039		
2030			2040		
2031			2041		
2032			2042		
2033			2043		
2034			2044		
2035			2045		
2036			2046		

Section 3.03. Medium, Method and Place of Payment.

(a) The principal of, premium, if any, and interest on the Certificates shall be paid in lawful money of the United States of America as provided in this Section.

(b) Interest on the Certificates shall be payable to the Owners whose names appear in the Register at the close of business on the Record Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date", which shall be at least 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Owner of a Certificate appearing on the books of the

Paying Agent/Registrar at the close of business on the last business day next preceding the date of mailing of such notice.

(c) Interest on the Certificates shall be paid by check (dated as of the Interest Payment Date) and sent by the Paying Agent/Registrar to the person entitled to such payment by United States mail, first class postage prepaid, to the address of such person as it appears in the Register or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be paid; provided, however, that such person shall bear all risk and expenses of such other customary banking arrangements.

(d) The principal of each Certificate shall be paid to the person in whose name such Certificate is registered on the due date thereof (whether at the maturity date or the date of prior redemption thereof) upon presentation and surrender of such Certificate at the Designated Payment/Transfer Office.

(e) If a date for the payment of the principal of or interest on the Certificates is a Saturday, Sunday, legal holiday, or a day on which banking institutions in the city in which the Designated Payment/Transfer Office is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which such banking institutions are required or authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

(f) Subject to Title 6, Texas Property Code, as amended, Unclaimed Payments remaining unclaimed for three years after the applicable payment or redemption date shall be paid by the Paying Agent/Registrar to the City, to be used for any lawful purpose. Thereafter, neither the City, the Paying Agent/Registrar, nor any other person shall be liable or responsible to any Owners of such Certificates for any further payment of such unclaimed moneys or on account of any such Certificates, subject to any applicable escheat, abandoned property, or similar law.

Section 3.04. Execution and Initial Registration.

(a) The Certificates shall be executed on behalf of the City by the Mayor and City Secretary of the City, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Certificates shall have the same effect as if each of the Certificates had been signed manually and in person by each of said officers, and such facsimile seal on the Certificates shall have the same effect as if the official seal of the City had been manually impressed upon each of the Certificates.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Certificates ceases to be such officer before the authentication of such Certificates or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears

thereon the Certificate of Paying Agent/Registrar substantially in the form provided in this Ordinance, duly authenticated by manual execution by an officer or duly authorized representative of the Paying Agent/Registrar. It shall not be required that the same authorized representative of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Certificates. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Certificate delivered on the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided in this Ordinance, manually executed by the Comptroller of Public Accounts of the State of Texas or by his duly authorized agent, which certificate shall be evidence that the Initial Certificate has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the City, and has been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Closing Date, one Initial Certificate representing the entire principal amount of the Certificates, payable in stated installments to the Purchaser or its designee, executed by manual or facsimile signature of the Mayor and City Secretary of the City, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to the Purchaser or its designee. Upon payment for the Initial Certificate, the Paying Agent/Registrar shall cancel the Initial Certificate and deliver to DTC on behalf of the Purchaser one registered definitive Certificate for each year of maturity of the Certificates in the aggregate principal amount of all Certificates for such maturity, registered in the name of Cede & Co., as nominee for DTC. To the extent that the Paying Agent/Registrar is eligible to participate in DTC's FAST System, pursuant to an agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Certificates in safekeeping for DTC.

Section 3.05. Ownership.

(a) The City, the Paying Agent/Registrar and any other person may treat the person in whose name any Certificate is registered as the absolute owner of such Certificate for the purpose of making and receiving payment of the principal thereof and premium, if any, thereon, for the further purpose of making and receiving payment of the interest thereon (subject to the provisions herein that interest is to be paid to the person in whose name the Certificate is registered on the Record Date or Special Record Date, as applicable), and for all other purposes, whether or not such Certificate is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the person deemed to be the Owner of any Certificate in accordance with this Section shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Certificate to the extent of the sums paid.

Section 3.06. Registration, Transfer and Exchange.

(a) So long as any Certificates remain outstanding, the City shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Certificates in accordance with this Ordinance.

(b) Registration of any Certificate may be transferred in the Register only upon the presentation and surrender thereof at the Designated Payment/Transfer Office for transfer of registration and cancellation, together with proper written instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of the Certificates, or any portion thereof in any integral multiple of \$5,000, to the assignee or assignees thereof, and the right of such assignee or assignees thereof to have the Certificate or any portion thereof registered in the name of such assignee or assignees. No transfer of any Certificate shall be effective until entered in the Register. Upon assignment and transfer of any Certificate or portion thereof, a new Certificate or Certificates will be issued by the Paying Agent/Registrar in conversion and exchange for such transferred and assigned Certificate. To the extent possible the Paying Agent/Registrar will issue such new Certificate or Certificates in not more than three business days after receipt of the Certificate to be transferred in proper form and with proper instructions directing such transfer.

(c) Any Certificate may be converted and exchanged only upon the presentation and surrender thereof at the Designated Payment/Transfer Office, together with a written request therefor duly executed by the registered owner or assignee or assignees thereof, or its or their duly authorized attorneys or representatives, with guarantees of signatures satisfactory to the Paying Agent/Registrar, for a Certificate or Certificates of the same maturity and interest rate and in any authorized denomination and in an aggregate principal amount equal to the unpaid principal amount of the Certificate presented for exchange. If a portion of any Certificate is redeemed prior to its scheduled maturity as provided herein, a substitute Certificate or Certificates having the same maturity date, bearing interest at the same rate, in the denomination or denominations of any integral multiple of \$5,000 at the request of the registered owner, and in an aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon surrender thereof for cancellation. To the extent possible, a new Certificate or Certificates shall be delivered by the Paying Agent/Registrar to the Owner of the Certificate or Certificates in not more than three business days after receipt of the Certificate to be exchanged in proper form and with proper instructions directing such exchange.

(d) Each Certificate issued in exchange for any Certificate or portion thereof assigned, transferred or converted shall have the same principal maturity date and bear interest at the same rate as the Certificate for which it is being exchanged. Each substitute Certificate shall bear a letter and/or number to distinguish it from each other Certificate. The Paying Agent/Registrar shall convert and exchange the Certificates as provided herein, and each substitute Certificate delivered in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such substitute Certificate is delivered.

(e) The City will pay the Paying Agent/Registrar's reasonable and customary charge for the initial registration or any subsequent transfer, exchange or conversion of Certificates, but the Paying Agent/Registrar will require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer, exchange or conversion of a Certificate. In addition, the City hereby covenants with the Owners of the Certificates that it will (i) pay the reasonable and standard or customary fees and charges of the Paying Agent/Registrar for its services with respect to the payment of the principal of and

interest on the Certificates, when due, and (ii) pay the fees and charges of the Paying Agent/Registrar for services with respect to the transfer, registration, conversion and exchange of Certificates as provided herein.

(f) Neither the City nor the Paying Agent/Registrar shall be required to transfer or exchange any Certificate called for redemption, in whole or in part, within 45 days of the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled balance of a Certificate.

Section 3.07. Cancellation and Authentication.

(a) All Certificates paid or redeemed before scheduled maturity in accordance with this Ordinance, and all Certificates in lieu of which exchange Certificates or replacement Certificates are authenticated and delivered in accordance with this Ordinance, shall be canceled and destroyed upon the making of proper records regarding such payment, redemption, exchange or replacement. The Paying Agent/Registrar shall periodically furnish the City with certificates of destruction of such Certificates.

(b) Each substitute Certificate issued pursuant to the provisions of Sections 3.06 and 3.08 of this Ordinance, in conversion of and exchange for or replacement of any Certificate or Certificates issued under this Ordinance, shall have printed thereon a Paying Agent/Registrar's Authentication Certificate, in the form hereinafter set forth. An authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Certificate, manually sign and date such Certificate, and no such Certificate shall be deemed to be issued or outstanding unless such Certificate is so executed. No additional ordinances, orders, or resolutions need be passed or adopted by the City Council or any other body or person so as to accomplish the foregoing conversion and exchange or replacement of any Certificate or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Certificates in the manner prescribed herein. Pursuant to Title 9, Tex. Gov't Code Ann., as amended, and particularly Chapter 1201, Subchapter D thereof, the duty of conversion and exchange or replacement of Certificates as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of the above Paying Agent/Registrar's Authentication Certificate, the converted and exchanged or replaced Certificates shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Initial Certificate which was originally delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(c) Certificates issued in conversion and exchange or replacement of any other Certificate or portion thereof, (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Certificates to be payable only to the registered owners thereof, (ii) may be redeemed prior to their scheduled maturities, (iii) may be transferred and assigned, (iv) may be converted and exchanged for other Certificates, (v) shall have the characteristics, (vi) shall be signed and sealed, and (vii) shall be payable as to principal of and interest, all as provided, and in the manner required or indicated, in the Form of Certificates set forth in this Ordinance.

Section 3.08. Replacement Certificates.

(a) Upon the presentation and surrender to the Paying Agent/Registrar, at the Designated Payment/Transfer Office, of a mutilated Certificate, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Certificate of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Certificate to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Certificate is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Certificate has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Certificate of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Certificate;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar and the City to save them harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Paying Agent/Registrar.

(c) If, after the delivery of such replacement Certificate, a bona fide purchaser of the original Certificate in lieu of which such replacement Certificate was issued presents for payment such original Certificate, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Certificate from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Certificate has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Certificate, may pay such Certificate if it has become due and payable or may pay such Certificate when it becomes due and payable.

(e) Each replacement Certificate delivered in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such replacement Certificate is delivered.

Section 3.09. Book-Entry-Only System.

(a) The definitive Certificates shall be initially issued in the form of a separate single fully registered Certificate for each of the maturities thereof. Upon initial issuance, the ownership of each such Certificate shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 3.11 hereof, all of the outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates, except as provided in this Ordinance. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Certificates, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Certificates. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Register as the absolute Owner of such Certificate for the purpose of payment of principal of, premium, if any, and interest on the Certificates, for the purpose of giving notices of redemption and other matters with respect to such Certificate, for the purpose of registering transfer with respect to such Certificate, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Certificates only to or upon the order of the respective Owners, as shown in the Register as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of, premium, if any, and interest on the Certificates to the extent of the sum or sums so paid. No person other than an Owner, as shown in the register, shall receive a Certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks or drafts being mailed to the registered Owner at the close of business on the Record Date, the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(c) The execution and delivery of the Representation Letter is hereby ratified and confirmed; and the provisions thereof shall be fully applicable to the Certificates.

Section 3.10. Successor Securities Depository; Transfer Outside Book-Entry Only System.

In the event that the City or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, and that it is in the best interest of the beneficial owners of the Certificates that they be able to obtain certificated

Certificates, or in the event DTC discontinues the services described herein, the City or the Paying Agent/Registrar shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants, as identified by DTC, of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository or (ii) notify DTC and DTC Participants, as identified by DTC, of the availability through DTC of Certificates and transfer one or more separate Certificates to DTC Participants having Certificates credited to their DTC accounts, as identified by DTC. In such event, the Certificates shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

Section 3.11. Payments to Cede & Co.

Notwithstanding any other provision of this Ordinance to the contrary, so long as any Certificates are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Certificates, and all notices with respect to such Certificates, shall be made and given, respectively, in the manner provided in the Representation Letter.

ARTICLE IV REDEMPTION OF CERTIFICATES BEFORE MATURITY

Section 4.01. Limitation on Redemption.

The Certificates shall be subject to redemption before scheduled maturity only as provided in this Article IV.

Section 4.02. Redemption of Certificates Prior to Maturity

(a) The City reserves the option to redeem the Certificates maturing on and after August 1, 2036, in whole or from time to time in part, before their scheduled maturity date, on August 1, 2035, or on any date thereafter (such redemption date or dates to be fixed by the City) at a price equal to the principal amount of the Certificates called for redemption plus accrued interest from the most recent interest payment date on which interest has been paid or duly provided for to the redemption date.

(b) The City, at least forty-five (45) days before the redemption date (unless a shorter period shall be satisfactory to the Paying Agent/Registrar), shall notify the Paying Agent/Registrar of such redemption date and of the principal amount of Certificates to be redeemed.

Section 4.03. Partial Redemption.

(a) If less than all of the Certificates are to be redeemed pursuant to Section 4.02, the City shall determine the maturities and amounts thereof to be redeemed and shall direct the Paying

Agent/Registrar (or DTC or a successor securities depository, as applicable, if the Certificates are in Book-Entry-Only form) to call by lot Certificates, or portions thereof within such maturity and in such principal amounts, for redemption.

(b) A portion of a single Certificate of a denomination greater than \$5,000 may be redeemed, but only in a principal amount equal to \$5,000 or any integral multiple thereof. The Paying Agent/Registrar shall treat each \$5,000 portion of the Certificate as though it were a single Certificate for purposes of selection for redemption.

(c) Upon surrender of any Certificate for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.06, shall authenticate and deliver in exchange a Certificate or Certificates in an aggregate principal amount equal to the unredeemed portion of the Certificate so surrendered.

(d) The Paying Agent/Registrar shall promptly notify the City in writing of the principal amount to be redeemed of any Certificate as to which only a portion thereof is to be redeemed.

Section 4.04. Notice of Redemption to Owners.

(a) The Paying Agent/Registrar shall give notice of any redemption of Certificates by sending notice by United States mail, first class postage prepaid, not less than thirty (30) days before the date fixed for redemption, to the Owner of each Certificate (or part thereof) to be redeemed, at the address shown on the Register.

(b) The notice shall state the redemption date, the redemption price, the place at which the Certificates are to be surrendered for payment, and, if less than all the Certificates outstanding are to be redeemed, an identification of the Certificates or portions thereof to be redeemed.

(c) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

Section 4.05. Payment Upon Redemption.

(a) Before or on each redemption date, the Paying Agent/Registrar shall make provision for the payment of the Certificates to be redeemed on such date by setting aside and holding in trust an amount from the Interest and Sinking Fund or otherwise received by the Paying Agent/Registrar from the City sufficient to pay the redemption price of such Certificates.

(b) Upon presentation and surrender of any Certificate called for redemption at the Designated Payment/Transfer Office on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the redemption price of such Certificate to the date of redemption from the money set aside for such purpose.

Section 4.06. Effect of Redemption.

(a) Notice of redemption having been given as provided in Section 4.04, the Certificates or portions thereof called for redemption shall become due and payable on the date fixed for redemption and, unless the City defaults in the payment of the redemption price thereof, such Certificates or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Certificates are presented and surrendered for payment on such date.

(b) If any Certificate or portion thereof called for redemption is not so paid upon presentation and surrender of such Certificate for redemption, such Certificate or portion thereof shall continue to bear interest at the rate stated on the Certificate until paid or until due provision is made for the payment of same.

Section 4.07. Conditional Notice of Redemption.

With respect to any optional redemption of the Certificates, unless certain prerequisites to such redemption required by this have been met and the moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the City, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

ARTICLE V PAYING AGENT/REGISTRAR

Section 5.01. Appointment of Initial Paying Agent/Registrar.

(a) The City hereby appoints BOKF, NA, as its registrar and transfer agent to keep such books or records and make such transfers and registrations under such reasonable regulations as the City and the Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such transfer and registrations as herein provided. It shall be the duty of the Paying Agent/Registrar to obtain from the Owners and record in the Register the address of such Owner of each Certificate to which payments with respect to the Certificates shall be mailed, as provided herein. The City or its designee shall have the right to inspect the Register during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Paying Agent/Registrar has agreed to maintain a copy of the Register at its offices, or the office of its agent, located in Austin, Texas.

(b) The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificates. The Paying Agent/Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Certificates, and of all conversions, exchanges and replacements of such Certificates, as provided in this Ordinance.

(c) The execution and delivery of a Paying Agent/Registrar Agreement, specifying the duties and responsibilities of the City and the Paying Agent/Registrar, is hereby approved with such changes as may be approved by the Mayor of the City, and the Mayor and City Secretary of the City are hereby authorized to execute such agreement.

Section 5.02. Qualifications.

Each Paying Agent/Registrar shall be (i) a commercial bank, trust company, or other entity duly qualified and legally authorized under applicable law, (ii) authorized under such laws to exercise trust powers, (iii) subject to supervision or examination by a federal or state governmental authority, and (iv) a single entity.

Section 5.03. Maintaining Paying Agent/Registrar.

(a) At all times while any Certificates are outstanding, the City will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Ordinance.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the City will promptly appoint a replacement.

Section 5.04. Termination.

The City reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated a certified copy of a resolution of the City (i) giving notice of the termination of the appointment and of the Paying Agent/Registrar Agreement, stating the effective date of such termination, and (ii) appointing a successor Paying Agent/Registrar; provided that no such termination shall be effective until a successor Paying Agent/Registrar has accepted the duties of Paying Agent/Registrar for the Certificates.

Section 5.05. Notice of Change to Owners.

Promptly upon each change in the entity serving as Paying Agent/Registrar, the City will cause notice of the change to be sent to each Owner by United States mail, first class postage prepaid, at the address in the Register, stating the effective date of the change and the name of the replacement Paying Agent/Registrar and the mailing address of its Designated Payment/Transfer Office.

Section 5.06. Agreement to Perform Duties and Functions.

By accepting the appointment as Paying Agent/Registrar, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Ordinance and that it will perform the duties and

functions of Paying Agent/Registrar prescribed hereby.

Section 5.07. Delivery of Records to Successor.

If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Certificates to the successor Paying Agent/Registrar.

**ARTICLE VI
FORM OF THE CERTIFICATES**

Section 6.01. Form Generally.

(a) The Certificates, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Paying Agent/Registrar, and the Assignment form to appear on each of the Certificates, (i) shall be substantially in the form set forth in this Article, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Certificates, as evidenced by their execution thereof.

(b) Any portion of the text of any Certificates may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Certificates.

(c) The Certificates shall be printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other manner, all as determined by the officers executing such Certificates, as evidenced by their execution thereof, except that the Initial Certificate submitted to the Attorney General of Texas, the definitive Certificates delivered to DTC and any temporary Certificates may be typewritten or photocopied or otherwise produced.

Section 6.02. Form of Certificates.

The form of Certificates, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the form of Certificate of the Paying Agent/Registrar and the form of Assignment appearing on the Certificates, shall be substantially as follows:

FORM OF CERTIFICATE

NO. R-

**PRINCIPAL
AMOUNT
\$ _____**

**UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF CALDWELL
CITY OF LOCKHART, TEXAS
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION
SERIES 2026**

<u>INTEREST RATE</u>	<u>DATE OF CERTIFICATE</u>	<u>MATURITY DATE</u>	<u>CUSIP NO.</u>
	July 30, 2026	August 1, 20__	

REGISTERED OWNER:

PRINCIPAL AMOUNT:

ON THE MATURITY DATE specified above, the CITY OF LOCKHART, in Caldwell County, Texas (the "City"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the principal amount set forth above, and to pay interest thereon from the Date of Certificate semiannually on each February 1 and August 1 of each year commencing on February 1, 2027, to the maturity date specified above, or the date of redemption prior to maturity, at the interest rate per annum specified above; except that if this Certificate is required to be authenticated and the date of its authentication after any Record Date (hereinafter defined) but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged or converted from is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full. Notwithstanding the foregoing, during any period in which ownership of the Certificates is determined only by a book entry at a securities depository for the Certificates, any payment to the securities depository, or its nominee or registered assigns, shall be made in accordance with existing arrangements between the City and the securities depository.

THE PRINCIPAL OF AND INTEREST ON this Certificate are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Certificate shall be paid to the Registered Owner hereof upon presentation and surrender of this Certificate at maturity, or upon the date fixed for its redemption prior to maturity, at BOKF, NA, Dallas, Texas, which is the "Paying Agent/Registrar" for this Certificate at their office in Houston, Texas (the "Designated Payment/Transfer Office"). The payment of interest on this Certificate shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the City required by the ordinance authorizing the issuance of this Certificate (the "Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest

payment date, to the Registered Owner hereof, at its address as it appeared on the close of business on the fifteenth calendar day of the preceding month (the "Record Date") on the registration books kept by the Paying Agent/Registrar (the "Registration Books"). In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Certificate appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

DURING ANY PERIOD in which ownership of the Certificates is determined only by a book entry at a securities depository for the Certificates, if fewer than all of the Certificates of the same maturity and bearing the same interest rate are to be redeemed, the particular Certificates of such maturity and bearing such interest rate shall be selected in accordance with the arrangements between the City and the securities depository.

ANY ACCRUED INTEREST due at maturity as provided herein shall be paid to the Registered Owner upon presentation and surrender of this Certificate for payment at the Designated Payment/Transfer Office of the Paying Agent/Registrar. The City covenants with the Registered Owner of this Certificate that on or before each payment date for this Certificate it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Certificates, when due.

IF THE DATE for the payment of the principal of or interest on this Certificate shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the City where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS CERTIFICATE is one of a series of Certificates dated July 30, 2026, authorized in accordance with the Constitution and laws of the State of Texas in the aggregate principal amount of \$_____ FOR THE PURPOSE OF PAYING CONTRACTUAL OBLIGATIONS INCURRED OR TO BE INCURRED FOR IMPROVING, CONSTRUCTING, EQUIPPING, ACQUIRING, OR DESIGNING THE CITY'S: (1) PARKS AND RECREATION FACILITIES, TO INCLUDE AN AQUATICS CENTER, RECREATION CENTER AND IMPROVING LIONS PARK; (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.

ON AUGUST 1, 2035, or on any date thereafter, the Certificates of this Series maturing on and after August 1, 2036 may be redeemed prior to their scheduled maturities, at the option of the City, with funds derived from any available and lawful source, at par plus accrued interest to the date fixed for redemption as a whole, or from time to time in part, and, if in part, the particular maturities, or sinking fund installments in the case of Term Certificates, to be redeemed shall be selected and designated by the City and if less than all of a maturity, or sinking fund installments in the case of Term Certificates, is to be redeemed, the Paying Agent/Registrar shall determine by lot or other customary random method the Certificates, or a portion thereof, within such maturity, or sinking fund installments in the case of Term Certificates, to be redeemed (provided that a portion of a Certificate may be redeemed only in an integral multiple of \$5,000).

NO LESS THAN 30 days prior to the date fixed for any optional redemption, the City shall cause the Paying Agent/Registrar to send notice by United States mail, first-class postage prepaid to the Registered Owner of each Certificate to be redeemed at its address as it appeared on the Registration Books of the Paying Agent/Registrar at the close of business on the 45th day prior to the redemption date; provided, however, that the failure to send, mail or receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Certificates. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Certificates or portions thereof which are to be so redeemed. If due provision for such payment is made, all as provided above, the Certificates or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Certificates shall be redeemed a substitute Certificate or Certificates having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the Registered Owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the City, all as provided in the Ordinance.

WITH RESPECT TO any optional redemption of the Certificates, unless certain prerequisites to such redemption required by the Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the City, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in

which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

ALL CERTIFICATES OF THIS SERIES are issuable solely as fully registered Certificates, without interest coupons, in the denomination of any integral multiple of \$5,000. As provided in the Ordinance, this Certificate, or any unredeemed portion hereof, may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered Certificates, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of \$5,000 as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Certificate to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Ordinance. Among other requirements for such assignment and transfer, this Certificate must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Certificate or any portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in whose name or names this Certificate or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Certificate may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Certificate or any portion or portions hereof from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Certificate or portion thereof will be paid by the City. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange during the period commencing on the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date.

WHENEVER the beneficial ownership of this Certificate is determined by a book entry at a securities depository for the Certificates, the foregoing requirements of holding, delivering or transferring this Certificate shall be modified to require the appropriate person or entity to meet the requirements of the securities depository as to registering or transferring the book entry to produce the same effect.

IN THE EVENT any Paying Agent/Registrar for the Certificates is changed by the City, resigns, or otherwise ceases to act as such, the City has covenanted in the Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owners of the Certificates.

IT IS HEREBY certified, recited, and covenanted that this Certificate has been duly and validly authorized, issued, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance, and delivery of this Certificate have been performed, existed, and been done in accordance with law; and that ad

valorem taxes sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due, and as such principal matures, have been levied and ordered to be levied against all taxable property in the City, and have been pledged for such payment, within the limit prescribed by law and a subordinate lien limited pledge of the surplus revenues of the City's water and wastewater system, which amount shall not exceed \$1,000.

BY BECOMING the Registered Owner of this Certificate, the Registered Owner thereby acknowledges all of the terms and provisions of the Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the City, and agrees that the terms and provisions of this Certificate and the Ordinance constitute a contract between each Registered Owner hereof and the City.

IN WITNESS WHEREOF, the City has caused this Certificate to be signed with the manual or facsimile signature of the Mayor of the City and countersigned with the manual or facsimile signature of the City Clerk of said City, and has caused the official seal of the City to be duly impressed, or placed in facsimile, on this Certificate.

City Secretary, City of Lockhart, Texas

Mayor, City of Lockhart, Texas

[CITY SEAL]

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

(To be executed if this Certificate is not accompanied by an
executed Registration Certificate of the Comptroller
Public Accounts of the State of Texas)

This is one of the Certificates referred to in the within mentioned Ordinance. The series of Certificates of which this Certificate is a part was originally issued as one Initial Certificate which was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

BOKE, NA
as Paying Agent/Registrar

Dated: _____

By: _____
Authorized Representative

FORM OF ASSIGNMENT

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

Please insert Social Security or Taxpayer Identification Number of Transferee

Please print or typewrite name and address, including zip code, of Transferee

the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to register the transfer of the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Certificate in every particular, without alteration or enlargement or any change whatsoever.

INITIAL CERTIFICATE INSERTIONS

The Initial Certificate shall be in the form set forth in this Section, except that:

A. Immediately under the name of the Certificates, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As Shown Below" and "CUSIP NO." shall be deleted.

B. The first paragraph shall be deleted and the following will be inserted:

"ON THE DATE SPECIFIED BELOW, the City of Lockhart, Texas (the "City"), being a political subdivision, hereby promises to pay the annual installments set forth below to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on August 1 in each of the years, in the principal installments in the following schedule and bearing interest at the per annum rate stated above:

Year

Principal Amount

Interest Rates

(Information from Section 3.02 to be inserted)

The City promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Closing Date at the respective Interest Rate per annum specified above. Interest is payable on February 1, 2027, and semiannually on each August 1 and February 1 thereafter to the date of payment of the principal installment specified above; except, that if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full."

C. The Initial Certificate shall be numbered "T-1."

(ii) The following Registration Certificate of Comptroller of Public Accounts shall appear on the Initial Certificate in lieu of the Certificate of Paying Agent/Registrar:

FORM OF REGISTRATION CERTIFICATE OF THE COMPTROLLER OF PUBLIC ACCOUNTS

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

I hereby certify that this Certificate has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and that this Certificate has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this _____.

Acting Comptroller of Public Accounts
of the State of Texas

(COMPTROLLER'S SEAL)

Section 6.03. CUSIP Registration.

The City may secure identification numbers through the CUSIP Service Bureau Division of Standard & Poor's Corporation, and may authorize the printing of such numbers on the face of the Certificates. It is expressly provided, however, that the presence or absence of CUSIP numbers

on the Certificates shall be of no significance or effect as regards the legality thereof and neither the City nor the attorneys approving said Certificates as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Certificates.

Section 6.04. Municipal Bond Insurance.

If municipal bond guaranty insurance is obtained with respect to the Certificates, the Certificates, including the Initial Certificate, may bear an appropriate legend, as provided by the insurer.

**ARTICLE VII
SALE OF THE CERTIFICATES; CONTROL
AND DELIVERY OF THE CERTIFICATES**

Section 7.01. Sale of Certificates, Official Statement.

(a) The Certificates are hereby sold and shall be delivered to [the bidder whose bid produced the lowest net effective interest rate, pursuant to the taking of public bids therefor, on this date, and shall be delivered to] _____ (the "Purchaser") at a price of \$_____ representing the par amount of \$_____. plus a reoffering premium of \$_____, less an underwriter's discount of \$_____ and less the Bond Insurance Premium of \$_____. The City will initially deliver to the Purchaser the Certificates authorized under this Ordinance. The Certificates shall initially be registered in the name of _____.

(b) The form and substance of the Official Statement for the Certificates and any addenda, supplement or amendment thereto (the "Official Statement") presented to and considered at this meeting, is hereby in all respects approved and adopted, and the Preliminary Official Statement is hereby confirmed as deemed final as of its date (except for the omission of pricing and related information) within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended, by the City Council. The Mayor and City Secretary of the City are hereby authorized and directed to execute the same and deliver appropriate numbers of executed copies thereof to the Purchaser of the Certificates. The Official Statement as thus approved, executed and delivered, with such appropriate variations as shall be approved by the Mayor of the City and the Purchaser of the Certificates, may be used by the Purchaser in the public offering and sale thereof. The use and distribution of the Official Statement in the public offering of the Certificates by the Purchaser is hereby ratified, approved and confirmed. The City Secretary of the City is hereby authorized and directed to include and maintain a copy of the Official Statement and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting. The use and distribution of the Preliminary Official Statement for the Certificates and the preliminary public offering of the Certificates by the Purchaser is hereby ratified, approved and confirmed.

(c) All officers of the City are authorized to execute such documents, certificates and receipts as they may deem appropriate in order to consummate the delivery of the Certificates.

(d) All officers of the City are authorized to do any and all things to execute and deliver any and all documents, certificates or other instruments necessary or required for the issuance of any policy or policies of municipal bond insurance relating to the Certificates. The ordinance requirements and accompanying commitments for such insurance are hereby approved and made a part of this Ordinance by reference. To the extent permitted by applicable law, the City will comply with all notice and other applicable requirements of the insurer issuing the municipal bond insurance policy and financial guaranty insurance in connection with the issuance of the Certificates, as such requirements may be in the effect and transmitted to Bond Counsel with such insurer's commitment to issue such insurance.

(e) The obligation of the Purchaser to accept delivery of the Certificates is subject to the Purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., Bond Counsel for the City, which opinion shall be dated and delivered on the Closing Date. The engagement of such firm as bond counsel for the City in connection with the issuance, sale and delivery of the Certificates is hereby approved, ratified and confirmed.

Section 7.02. Control and Delivery of Certificates.

(a) The Mayor of the City is hereby authorized to have control of the Initial Certificate and all necessary records and proceedings pertaining thereto pending investigation, examination and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State of Texas, and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts of the State of Texas, delivery of the Certificates shall be made to the Purchaser under and subject to the general supervision and direction of the Mayor of the City, against receipt by the City of all amounts due to the City under the terms of sale.

ARTICLE VIII CREATION OF FUNDS AND ACCOUNTS; DEPOSIT OF PROCEEDS; INVESTMENTS

Section 8.01. Creation of Funds.

(a) The City hereby establishes the following special funds or accounts:

- 1) the City of Lockhart, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2026, Interest and Sinking Fund (the "Interest and Sinking Fund"); and
- 2) the City of Lockhart, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2026, Construction Fund (the "Construction Fund").

(b) The Interest and Sinking Fund and the Construction Fund shall be maintained at an official depository of the City.

Section 8.02. Interest and Sinking Fund.

a) The taxes levied and revenues pledged under Article II shall be deposited to the credit of the Interest and Sinking Fund at such times and in such amounts as necessary for the timely payment of the principal of and interest on the Certificates.

(b) The proceeds of the Certificates representing accrued interest on the Certificates shall be deposited to the credit of the Interest and Sinking Fund for the payment of interest on the Certificates.

(c) Money on deposit in the Interest and Sinking Fund shall be used to pay the principal of and interest on the Certificates as such become due and payable.

Section 8.03. Construction Fund.

(a) Money on deposit in the Construction Fund, including investment earnings thereof, shall be used for the purposes specified in Section 3.01 of this Ordinance.

(b) All amounts remaining in the Construction Fund after the accomplishment of the purposes for which the Certificates are hereby issued, including investment earnings of the Construction Fund, shall be deposited into the Interest and Sinking Fund, unless a change in applicable law, as evidenced by an opinion of bond counsel, permits or authorizes all or any part of such funds to be used for other purposes.

Section 8.04. Security of Funds.

All moneys on deposit in the funds referred to in this Ordinance shall be secured in the manner and to the fullest extent required by the laws of the State of Texas for the security of public funds, and moneys on deposit in such funds shall be used only for the purposes permitted by this Ordinance.

Section 8.05. Deposit of Proceeds.

(a) All amounts received on the Closing Date as accrued interest on the Certificates from the Original Issue Date to the Closing Date, and premium, if any, on the Certificates shall be deposited to the Interest and Sinking Fund.

(b) The remainder of the proceeds of the Certificates shall be deposited to the Construction Fund and used for the purposes specified in Section 3.01 hereof and for paying the costs of issuance with respect to the Certificates.

Section 8.06. Investments.

(a) Money in the funds established by this Ordinance, at the option of the City, may be invested in such securities or obligations as permitted under applicable law.

(b) Any securities or obligations in which money is so invested shall be kept and held in trust for the benefit of the Owners and shall be sold and the proceeds of sale shall be timely applied to the making of all payments required to be made from the fund from which the investment was made.

Section 8.07. Investment Income.

Interest and income derived from investment of any fund created by this Ordinance shall be credited to such fund.

**ARTICLE IX
PARTICULAR REPRESENTATIONS AND COVENANTS**

Section 9.01. Payment of the Certificates.

While any of the Certificates are outstanding and unpaid, there shall be made available to the Paying Agent/Registrar, out of the Interest and Sinking Fund, money sufficient to pay the interest on and the principal of the Certificates, as applicable, as will accrue or mature on each applicable Interest Payment Date.

Section 9.02. Other Representations and Covenants.

(a) The City will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Ordinance and in each Certificate; the City will promptly pay or cause to be paid the principal of, interest on, and premium, if any, with respect to, each Certificate on the dates and at the places and manner prescribed in such Certificate; and the City will, at the times and in the manner prescribed by this Ordinance, deposit or cause to be deposited the amounts of money specified by this Ordinance.

(b) The City is duly authorized under the laws of the State of Texas to issue the Certificates; all action on its part for the creation and issuance of the Certificates has been duly and effectively taken; and the Certificates in the hands of the Owners thereof are and will be valid and enforceable obligations of the City in accordance with their terms.

Section 9.03. Covenants Regarding Tax Exemption of Interest on the Certificates.

(a) Covenants. The City covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Certificates as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

- 1) to take any action to assure that no more than 10 percent of the proceeds of the Certificates or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed

therewith are so used, such amounts, whether or not received by the City, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Certificates, in contravention of section 141(b)(2) of the Code;

- 2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Certificates or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;
- 3) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Certificates (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;
- 4) to refrain from taking any action which would otherwise result in the Certificates being treated as "private activity bonds" within the meaning of section 141(b) of the Code;
- 5) to refrain from taking any action that would result in the Certificates being "federally guaranteed" within the meaning of section 149(b) of the Code;
- 6) to refrain from using any portion of the proceeds of the Certificates, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Certificates, other than investment property acquired with:
 - i. proceeds of the Certificates invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 30 days or less until such proceeds are needed for the purpose for which the Certificates are issued,
 - ii. amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and
 - iii. amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Certificates;
- 7) to otherwise restrict the use of the proceeds of the Certificates or amounts treated as proceeds of the Certificates, as may be necessary, so that the Certificates do not

otherwise contravene the requirements of section 148 of the Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the Code (relating to advance refundings); and

- 8) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Certificates) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Certificates have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (8), a "Rebate Fund" is hereby established by the City for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The City understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Certificates. It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Certificates, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Certificates, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the City Manager or Director of Finance to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the City, which may be permitted by the Code as are consistent with the purpose for the issuance of the Certificates. The Ordinance is intended to satisfy the official intent requirements set forth in Section 1.152.2 of the Treasury Regulations.

(d) Allocation Of and Limitation On, Expenditures for the Project. The City covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 3.01 of this Ordinance (the "Project") on its books and records in accordance with the requirements of the Code. The City recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the City recognizes that in order for proceeds to be expended under the Code, the sale proceeds or investment earnings must be expended no more

than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Certificates, or (2) the date the Certificates are retired. The City agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Certificates. For purposes of this subsection, the City shall not be obligated to comply with this covenant if it obtains an opinion of nationally-recognized bond counsel to the effect that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Project. The City covenants that the property constituting the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation, unless the City obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Certificates. For purposes of this subsection, the portion of the property comprising personal property and disposed of in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes of this subsection, the City shall not be obligated to comply with this covenant if it obtains an opinion of nationally-recognized bond counsel to the effect that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(f) Written Procedures. Unless superseded by another action of the City, to ensure compliance with the covenants contained herein regarding private business use, remedial actions, arbitrage and rebate, the City hereby adopts and establishes the instructions attached hereto as Exhibit "A" as their written procedures for the Certificates and any other tax-exempt debt or obligation outstanding or hereafter issued.

ARTICLE X DEFAULT AND REMEDIES

Section 10.01. Events of Default.

Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an "Event of Default," to-wit:

- i. the failure to make payment of the principal of or interest on any of the Certificates when the same becomes due and payable; or
- ii. default in the performance or observance of any other covenant, agreement or obligation of the City, the failure to perform which materially, adversely affects the rights of the Registered Owners of the Certificates, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the City.

Section 10.02. Remedies for Default.

(a) Upon the happening of any Event of Default, then and in every case any Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor,

may proceed against the City, or any official, officer or employee of the City in their official capacity, for the purpose of protecting and enforcing the rights of the Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Owners hereunder or any combination of such remedies.

(b) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Owners of Certificates then outstanding.

Section 10.03. Remedies Not Exclusive.

(a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Certificates or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Certificates shall not be available as a remedy under this Ordinance.

(b) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(c) By accepting the delivery of a Certificate authorized under this Ordinance, such Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the City or the City Council.

(d) No covenant or agreement contained in the Certificates, this Ordinance or any corollary instrument shall be deemed to be the covenant or agreement of any member of the City Council or any officer, agent, employee or representative of the City Council in his or her individual capacity, and neither the directors, officers, agents, employees or representatives of the City Council nor any person executing the Certificates shall be personally liable thereon or be subject to any personal liability for damages or otherwise or accountability by reason of the issuance thereof, or any actions taken or duties performed, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability being expressly released and waived as a condition of and in consideration for the issuance of the Certificates.

ARTICLE XI DISCHARGE AND DEFEASANCE

Section 11.01. Defeasance of Certificates.

(a) Any Certificate and the interest thereon shall be deemed to be paid, retired and no longer outstanding ("Defeased Certificate") within the meaning of this Ordinance, except to the extent provided in subsections (c) and (e) of this Section, when payment of the principal of such Certificate, plus interest thereon to the due date or dates (whether such due date or dates be by

reason of maturity, upon redemption, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption) or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar or a commercial bank or trust company for such payment (1) lawful money of the United States of America sufficient to make such payment, (2) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment and when proper arrangements have been made by the City with the Paying Agent/Registrar or a commercial bank or trust company for the payment of its services until all Defeased Certificates shall have become due and payable or (3) any combination of (1) and (2). At such time as a Certificate shall be deemed to be a Defeased Certificate hereunder, as aforesaid, such Certificate and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities.

(b) The deposit under clause (ii) of subsection (a) shall be deemed payment of a Certificate as aforesaid when proper notice of redemption of such Certificates shall have been given, in accordance with this Ordinance. Any money so deposited with the Paying Agent/Registrar or a commercial bank or trust company as provided in this Section may at the discretion of the City Council also be invested in Defeasance Securities, maturing in the amounts and at the times as hereinbefore set forth, and all income from all Defeasance Securities in possession of the Paying Agent/Registrar or a commercial bank or trust company pursuant to this Section which is not required for the payment of such Certificate and premium, if any, and interest thereon with respect to which such money has been so deposited, shall be remitted to the City Council.

(c) Notwithstanding any provision of any other Section of this Ordinance which may be contrary to the provisions of this Section, all money or Defeasance Securities set aside and held in trust pursuant to the provisions of this Section for the payment of principal of the Certificates and premium, if any, and interest thereon, shall be applied to and used solely for the payment of the particular Certificates and premium, if any, and interest thereon, with respect to which such money or Defeasance Securities have been so set aside in trust. Until all Defeased Certificates shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Certificates the same as if they had not been defeased, and the City shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(d) Notwithstanding anything elsewhere in this Ordinance, if money or Defeasance Securities have been deposited or set aside with the Paying Agent/Registrar or a commercial bank or trust company pursuant to this Section for the payment of Certificates and such Certificates shall not have in fact been actually paid in full, no amendment of the provisions of this Section shall be made without the consent of the registered owner of each Certificate affected thereby.

(e) Notwithstanding the provisions of subsection (a) immediately above, to the extent that, upon the defeasance of any Defeased Certificate to be paid at its maturity, the City retains the right under Texas law to later call that Defeased Certificate for redemption in accordance with the provisions of the Ordinance authorizing its issuance, the City may call such Defeased Certificate for redemption upon complying with the provisions of Texas law and upon the satisfaction of the

provisions of subsection (a) immediately above with respect to such Defeased Certificate as though it was being defeased at the time of the exercise of the option to redeem the Defeased Certificate and the effect of the redemption is taken into account in determining the sufficiency of the provisions made for the payment of the Defeased Certificate.

As used in this section, "Defeasance Securities" means (i) Federal Securities, and (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the City Council adopts or approves proceedings authorizing the issuance of refunding certificates or otherwise provide for the funding of an escrow to effect the defeasance of the Certificates are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent.

ARTICLE XII CONTINUING DISCLOSURE UNDERTAKING

Section 12.01 Annual Reports.

(a) The City shall provide annually to the MSRB, in an electronic format as prescribed by the MSRB, within six months after the end of any fiscal year, financial information and operating data with respect to the City of the general type included in the final Official Statement authorized by Section 7.01(b) of this Ordinance, being the information described in Exhibit "B" hereto. Any financial statements to be so provided shall be (1) prepared in accordance with the accounting principles described in Exhibit "B" hereto, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the City shall provide unaudited financial statements within such period, and audited financial statements for the applicable fiscal year to the MSRB, when and if the audit report on such statements become available.

(b) If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document that is available to the public on the MSRB's internet web site or filed with the SEC. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

Section 12.02. Material Event Notices.

The City shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten business days after the occurrence of the event, of any of the following events with respect to the Certificates.

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Certificates, or other events affecting the tax status of the Certificates;
7. Modifications to rights of holders of the Certificates, if material;
8. Certificate calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Certificates, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the City;
13. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
15. Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holder, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material within the meaning of the federal securities laws; and

Appointment of a successor or additional trustee or the change of name of a trustee, if material within the meaning of the federal securities laws.

The City shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with section 12.01 of this Ordinance by the time required by such section. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

Section 12.03 Limitations, Disclaimers, and Amendments.

(a) The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the City in any event will give notice of any deposit made in accordance with Section 12.02 of this Ordinance that causes the Certificates no longer to be outstanding.

(b) The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Certificates, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

(c) UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(d) No default by the City in observing or performing its obligations under this Section shall comprise a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

(e) Should the Rule be amended to obligate the City to make filings with or provide notices to entities other than the MSRB, the City hereby agrees to undertake such obligation with respect to the Certificates in accordance with the Rule as amended.

(f) Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

(g) The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Certificates consents to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interest of the holders and beneficial owners of the Certificates. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with paragraph (a) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The City may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Certificates in the primary offering of the Certificates.

(h) All financial information, operating data, financial statements, and notices required by this Section to be provided to the MSRB shall be provided in an electronic format and be accompanied by identifying information prescribed by the MSRB.

(i) Financial information and operating data to be provided pursuant to Section 12.01 may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available to the public on the MSRB's Internet Web site or filed with the SEC.

ARTICLE XIII AMENDMENTS AND OTHER PROVISIONS

Section 13.01 Amendments.

This Ordinance shall not be amended or repealed by the City while any Certificate remains outstanding, except as permitted by this Section. The City, without the consent of or notice to any Owner, from time to time and at any time, may amend this Ordinance in any manner not detrimental to the interests of the Owners, including the curing of any ambiguity, inconsistency,

or formal defect or omission herein. In addition, the City, with the written consent of Owners holding a majority in aggregate principal amount of the Certificates then outstanding affected thereby, may amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Owners of then outstanding Certificates, no such amendment, addition, or rescission shall (i) extend the time or times of payment of the principal of and interest on the Certificates, reduce the principal amount thereof, redemption price therefor, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on the Certificates, (ii) give any preference to any Certificate over any other Certificate, or (iii) reduce the aggregate principal amount of Certificates required for consent to any such amendment, addition, or rescission.

Section 13.02. No Recourse Against City Officials

No recourse shall be had for the payment of principal of or interest on any Certificates or for any claim based thereon or on this Ordinance against any official of the City or any person executing any Certificates.

Section 13.03. Further Procedures.

The officers and employees of the City are hereby authorized and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of and under the corporate seal of the City all such instruments, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the initial sale and delivery of the Certificates, the Paying Agent/Registrar Agreement, and the Official Statement. In addition, prior to the initial delivery of the Certificates, the Mayor, the City Manager or Director of Finance of the City, and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance and as described in the Official Statement, (ii) obtain a rating from any of the national bond rating agencies, or (iii) obtain the approval of the Certificates by the Attorney General of Texas. In the event that any officer of the City whose signature shall appear on any certificate shall cease to be such officer before the delivery of such certificate, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 13.04. Severability.

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any person or circumstance is held to be invalid or unenforceable, the remainder of this Ordinance and the application of such section, article, paragraph, sentence, clause, phrase or word to other persons and circumstances nevertheless shall be valid and enforceable; and it is hereby declared that this Ordinance would have been enacted without such invalid or unenforceable provision.

Section 13.05. Interpretations.

All terms defined herein and all pronouns used in this Ordinance shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the articles and sections of this Ordinance and the Table of Contents of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Certificates and the validity of the lien on and pledge of the Pledged Revenues to secure the payment of the Certificates.

Section 13.06. Inconsistent Provisions.

All ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

Section 13.07. Interested Parties.

Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the City and the registered owners of the Certificates, any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Ordinance contained by and on behalf of the City shall be for the sole and exclusive benefit of the City and the registered owners of the Certificates.

Section 13.08. Incorporation of Recitals.

The City hereby finds that the statements set forth in the recitals of this Ordinance are true and correct, and the City hereby incorporates such recitals as a part of this Ordinance.

Section 13.09. Repealer.

This Ordinance shall become effect immediately from and after its passage on first and final reading in accordance with Section 1201.028, Texas Government Code, as amended.

Section 13.10. Effective Date.

This Ordinance shall become effect immediately from and after its passage on first and final reading in accordance with Section 1201.028, Texas Government Code, as amended.

Section 13.11. Perfection.

Chapter 1208, Government Code, applies to the issuance of the Certificates and the pledge of ad valorem taxes and surplus net revenues granted by the City under Sections 6 and 7 of this Ordinance, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Certificates are outstanding and unpaid such that the pledge of ad valorem taxes and surplus net revenues granted by the City under Sections 6 and 7 of this Ordinance is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to

preserve to the registered owners of the Certificates the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

Section 13.12. Electronic Signatures.

The City's Financial Advisor, Bond Counsel and City Attorney are hereby authorized to use electronic signatures for the Mayor, the City Secretary, the Director of Finance, the City Manager or any other authorized representative of the City in connection with the offering and sale of the Certificates.

IN ACCORDANCE WITH SECTION 1201.028, Texas Government Code, finally passed, approved and effective on July 7th, 2026.

CITY OF LOCKHART, TEXAS

Mayor, City of Lockhart, Texas

ATTEST:

City Secretary, City of Lockhart, Texas

[CITY SEAL]

EXHIBIT "A"

WRITTEN PROCEDURES RELATING TO CONTINUING COMPLIANCE WITH FEDERAL TAX COVENANTS

A. Arbitrage. With respect to the investment and expenditure of the proceeds of the Bonds, Notes, Certificates, Leases or other Obligations now or hereafter outstanding as having the interest on such debt exempt from Federal income taxes of the debt holder (the "Obligations") the Issuer's City Manager or Director of Finance (the "Responsible Person") will, as applicable to each issuance of Obligations:

- Instruct the appropriate person or persons that the construction, renovation or acquisition of the facilities must proceed with due diligence and that binding contracts for the expenditure of at least 5% of the proceeds of the Obligations will be entered into within 6 months of the Issue Date;
- Monitor that at least 85% of the proceeds of the Obligations to be used for the construction, renovation or acquisition of any facilities are expended within 3 years of the date of delivery of the Obligations ("Issue Date");
- Restrict the yield of the investments to the yield on the Obligations after 3 years of the Issue Date;
- Monitor all amounts deposited into a sinking fund or funds, e.g., the Debt Service Fund/Bond Fund/Interest and Sinking Fund, to assure that the maximum amount invested at a yield higher than the yield on the Obligations does not exceed an amount equal to the debt service on the Obligations in the succeeding 12-month period plus a carryover amount equal to one-twelfth of the principal and interest payable on the Obligations for the immediately preceding 12-month period;
- Ensure that no more than 50% of the proceeds of the Obligations are invested in an investment with a guaranteed yield for 4 years or more;
- Assure that the maximum amount of any reserve fund for any Obligations invested at a yield higher than the yield on the Obligations will not exceed the lesser of (1) 10% of the principal amount of the Obligations, (2) 125% of the average annual debt service on the Obligations measured as of the Issue Date, or (3) 100% of the maximum annual debt service on the Obligations as of the Issue Date;
- Monitor the actions of the escrow agent (to the extent an escrow is funded with proceeds) to ensure compliance with the applicable provisions of the escrow agreement, including with respect to reinvestment of cash balances;
- Maintain any official action of the Issuer (such as a reimbursement resolution) stating its intent to reimburse with the proceeds of the Obligations any amount

expended prior to the Issue Date for the acquisition, renovation or construction of the facilities;

- Ensure that the applicable information return (e.g., IRS Form 8038-G, 8038-GC, or any successor forms) is timely filed with the IRS;
- Assure that, unless excepted from rebate and yield restriction under section 148(f) of the Code, excess investment earnings are computed and paid to the U.S. government at such time and in such manner as directed by the IRS (i) at least every 5 years after the Issue Date and (ii) within 30 days after the date the Obligations are retired.

B. Private Business Use. With respect to the use of the facilities financed or refinanced with the proceeds of the Bonds the Responsible Person will:

- Monitor the date on which the facilities are substantially complete and available to be used for the purpose intended;
- Monitor whether, at any time the Obligations are outstanding, any person, other than the Issuer, the employees of the Issuer, the agents of the Issuer or members of the general public has any contractual right (such as a lease, purchase, management or other service agreement) with respect to any portion of the facilities;
- Monitor whether, at any time the Obligations are outstanding, any person, other than the Issuer, the employees of the Issuer, the agents of the Issuer or members of the general public has a right to use the output of the facilities (e.g., water, gas, electricity);
- Monitor whether, at any time the Obligations are outstanding, any person, other than the Issuer, the employees of the Issuer, the agents of the Issuer or members of the general public has a right to use the facilities to conduct or to direct the conduct of research;
- Determine whether, at any time the Obligations are outstanding, any person, other than the Issuer, has a naming right for the facilities or any other contractual right granting an intangible benefit;
- Determine whether, at any time the Obligations are outstanding, the facilities are sold or otherwise disposed of; and
- Take such action as is necessary to remediate any failure to maintain compliance with the covenants contained in the Order related to the public use of the facilities.

C. Record Retention. The Responsible Persons will maintain or cause to be maintained all records relating to the investment and expenditure of the proceeds of the Obligations and the use of the facilities financed or refinanced thereby for a period ending three (3) years after

the complete extinguishment of the Obligations. If any portion of the Obligations is refunded with the proceeds of another series of tax-exempt obligations, such records shall be maintained until the three (3) years after the refunding obligations are completely extinguished. Such records can be maintained in paper or electronic format.

D. Responsible Persons. Each Responsible Person shall receive appropriate training regarding the Issuer's accounting system, contract intake system, facilities management and other systems necessary to track the investment and expenditure of the proceeds and the use of the facilities financed with the proceeds of the Obligations. The foregoing notwithstanding, the Responsible Persons are authorized and instructed to retain such experienced advisors and agents as may be necessary to carry out the purposes of these instructions.

EXHIBIT "B"

DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

The following information is referred to in Article XII of this Ordinance.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the City to be provided annually in accordance with such Section are as specified (and included in the Appendix or under the headings of the Official Statement referred to) below:

1. The portions of the financial statements of the City appended to the Official Statement as Appendix B, but for the most recently concluded fiscal year.
2. Statistical and financial data set forth in Tables 1 through 5, inclusive, and 7 through 11, inclusive in the Official Statement.

Accounting Principles

The accounting principles referred to in such Section are the accounting principles described in the notes to the financial statements referred to in Appendix B to the Official Statement.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: July 7, 2026

AGENDA ITEM CAPTION: Discussion and/or action to appoint members to the Lockhart Tourism Advisory Board for two-year terms beginning July 2026 and ending July 2028.

ORIGINATING DEPARTMENT AND CONTACT: Downtown & Tourism - Tiffany Padilla

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: On November 18, 2025, the City Council adopted Ordinance No. 2025-27, creating the City of Lockhart Downtown and Tourism Department and establishing the Lockhart Tourism Advisory Board. The Board was created to advise the Downtown and Tourism Director and the City Council on tourism-related policies, strategic initiatives, destination marketing, and programs intended to strengthen Lockhart's visitor economy.

Pursuant to Ordinance No. 2025-27, the Tourism Advisory Board consists of seven members appointed by the City Council, representing a cross-section of the tourism industry, including the hotel, restaurant, retail, arts and cultural, and visitor attraction sectors, along with at-large community representatives.

The Board will serve as an advisory body by providing recommendations on tourism promotion, destination development, special events, and initiatives that enhance visitor experiences while supporting local businesses and the community.

Staff is requesting that the City Council appoint members to the Tourism Advisory Board for two-year terms beginning in July 2026 and ending in July 2028. Following appointment, the Board will organize, elect officers, adopt bylaws, and begin holding regular meetings in accordance with the City's Code of Ordinances.

To date, staff has received the following applications of eligible individuals: Maxwell Yancy, Amanda (Mandy) Rowden, which are included in the application packet for consideration.

PROJECT SCHEDULE (if applicable): N/A

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: November 18, 2025, Approved Ordinance No. 2025-27

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Staff Recommends Appointing

City of Lockhart, Texas

Council Agenda Item Cover Sheet

Tourism Advisory Board Members

LIST OF SUPPORTING DOCUMENTS: Board Applications: Maxwell Yancy and Amanda Rowden

APPLICANT'S NAME: MAXWELL YANCYBOARD NAME(S): TOURISM BOARD (ADVISORY)

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: SEPT 2023 (APPROX)

- 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: 1/2024

- 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:**Tourism Advisory Board (Ordinance 2025-27)**

<u>Y</u>	or	N	City Resident? If no, applicant does not qualify.
Y	or	<u>N</u>	Hotel representative?
Y	or	<u>N</u>	Restaurant representative?
<u>Y</u>	or	N	Retail representative? - <u>REPLUM CREEK RECORDS</u>
<u>Y</u>	or	N	Arts/Cultural representative? - <u>DD/HOST OF KLKT RADIO</u>
Y	or	<u>N</u>	Attractions Sector representative?
Y	or	N	AT-Large Community Member representative?

Tourism Advisory Board a) A Tourism Advisory Board is hereby created to advise the Downtown and Tourism Director and City Council on tourism-related policies, priorities, planning, and strategies.

b) The Board shall consist of seven members appointed by the City Council, including representatives from the hotel, restaurant, retail, arts/ cultural, and attractions sectors, plus at- large community members. The City Council may appoint a Council Member Liaison as a non- voting member of the Board. The Lockhart Economic Development Corporation (LEDC) may appoint a Board of Director Liaison as a non-voting member of the Board.

c) Members shall establish bylaws.

d) Members shall serve staggered two-year terms and comply with the Texas Open Meetings Act.

e) The Board shall meet at least quarterly and provide an annual report to City Council.

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 Maxwell Clayton Yancy		Preferred Name Max	
Physical Home Address 901 W. Prairie Lea St.			
Mailing Address (if different)			
City Lockhart	State TX	Zip 78644	
Home Phone		Work Phone	
Mobile Phone			
Email Address			
Date of Birth			

2. AREAS OF INTEREST

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

☐	Airport Advisory Board	☐	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).

As a downtown business owner, event promoter, member of the local community radio station, and proud Lockhart resident, I believe I can bring perspective and experience to the Tourism Advisory Board. I would love the opportunity to help shape our growth and highlight what makes our town so special.

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.



5/20/26

Applicant's Signature

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

BOARD QUALIFICATION CHECKLIST DATE RECEIVED:

APPLICANT'S NAME: AMANDA LEIGH ROWDEN BOARD NAME(S): TOURISM 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: JUNE 2023 (APPROX)
- 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: JULY 2023
- 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:

Tourism Advisory Board (Ordinance 2025-27)

<u>Y</u>	or	N	City Resident? If no, applicant does not qualify
Y	or	N	Hotel representative?
Y	or	N	Restaurant representative?
Y	or	N	Retail representative?
<u>Y</u>	or	N	Arts/Cultural representative?
Y	or	N	Attractions Sector representative?
<u>Y</u>	or	N	AT-Large Community Member representative?

TEXAS WOMEN'S SONG WRITERS FESTIVAL

Tourism Advisory Board a) A Tourism Advisory Board is hereby created to advise the Downtown and Tourism Director and City Council on tourism-related policies, priorities, planning, and strategies.

b) The Board shall consist of seven members appointed by the City Council, including representatives from the hotel, restaurant, retail, arts/ cultural, and attractions sectors, plus at- large community members. The City Council may appoint a Council Member Liaison as a non- voting member of the Board. The Lockhart Economic Development Corporation (LEDC) may appoint a Board of Director Liaison as a non-voting member of the Board.

c) Members shall establish bylaws.

d) Members shall serve staggered two-year terms and comply with the Texas Open Meetings Act.

e) The Board shall meet at least quarterly and provide an annual report to City Council.

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 Amanda Leigh Rowden		Preferred Name Mandy Rowden	
Physical Home Address 1339 Camden Ln			
Mailing Address (if different) N/A			
City Lockhart	State Tx	Zip 78644	
Home Phor 3		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	☐	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).

I'm interested in the new Tourism Board, which isn't listed above. Based on my experience with live music, touring, event production and, more recently, the Texas Women Songwriters Festival (based in Lockhart) I think I have a lot to offer this board. I own a women's guitar school in Austin (Girl Guitar) and hold a Masters Degree in Music History from Texas State University where I also serve as an adjunct professor. I have a varied skill set, lots of energy, and am very eager to connect with and serve the Lockhart community.

3. BOARD MEMBER QUALIFICATIONS

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

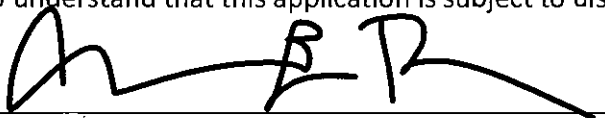
YES	NO	Please answer the following questions about Board/Commission qualifications:
☒	☐	Have you been a resident of the State of Texas/City of Lockhart for at least twelve (12) consecutive months preceding appointment?
☒	☐	Are you a registered voter?
☐	☒	Have you been removed from another city board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

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

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

Certification of Applicant

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



Applicant's Signature

5/26/26

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: July 7, 2026

AGENDA ITEM CAPTION: Discussion and/or action to award Request for Proposals (RFP) 2026-02 to Accurite Roofing and Construction in the amount of \$82,905.00 for exterior and interior painting services at the Dr. Eugene Clark Library.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Roque Salinas

ACTION REQUESTED: Approval of Bid

BACKGROUND/SUMMARY/DISCUSSION: The proposed improvements to the Dr. Eugene Clark Library include exterior and interior painting, surface preparation and minor repairs, and replacement of the building's exterior lighting with energy-efficient LED fixtures. These improvements are part of the City's American Rescue Plan Act (ARPA) rehabilitation project for the Dr. Eugene Clark Library and Clark Library Annex. In December 2024, the City executed an interdepartmental Memorandum of Understanding obligating up to \$200,000 in ARPA funds for rehabilitation and improvement projects at the Library, including painting, building repairs, lighting improvements, and other facility rehabilitation work. The project is funded through a combination of ARPA funds and the City's General Fund.

As part of the project planning process, City staff provided the Lockhart Historic Preservation Commission (LHPC) with an update on the proposed rehabilitation work at its March 4, 2026 meeting.

To implement the painting portion of the project, the City issued Request for Proposals (RFP) 2026-02 seeking qualified contractors to provide exterior painting, interior painting, and replacement of the building's exterior lighting. Four responsive proposals were received.

Cost	Accurite Roofing and Construction	Falkenberg	JL Bass Construction LLC	Ultimate Construction Service
Exterior Painting	\$ 51,930.00	\$ 449,000.00	\$ 197,857.36	\$ 118,025.06
Interior Painting	\$ 30,975.00	\$ 557,000.00	\$ 55,957.06	\$ 36,282.38
Lighting	\$ 15,828.00	\$ 5,000.00	\$ 2,068.88	\$ 31,922.09
Total	\$ 98,733.00	\$ 1,011,000.00	\$ 255,883.30	\$ 186,229.53

Following evaluation of the proposals, staff determined that the exterior lighting improvements should be removed from the current project scope and completed as a separate project at a later date. Separating the lighting work will simplify project administration, reduce construction coordination, and allow the selected contractor to focus on completing the building repairs and painting in a timely manner.

Proposals were evaluated using the criteria established in the RFP, including proposal

City of Lockhart, Texas

Council Agenda Item Cover Sheet

completeness, insurance compliance, references, estimated completion schedule, and cost. Based on the evaluation committee's scoring, Accurite Roofing and Construction received the highest overall score and submitted the lowest responsive cost proposal for the painting work.

Category	Weight	Accurite Roofing and Construction	Falkenberg	JL Bass Construction LLC	Ultimate Constructio n Service
Completion of Requested information	5	5	5	5	5
Required insurance compliance	5	5	5	5	5
Reference	15	10	10	10	10
Estimate time of completion of work	40	40	40	40	40
Cost	35	35	0	25	25
Total	100	95	60	85	85

Staff recommends awarding RFP 2026-02 to Accurite Roofing and Construction in the amount of \$82,905.00 for the exterior and interior painting portions of the project. The exterior lighting improvements will be procured separately at a future date.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends approval of the bid submitted by Accurite Roofing and Construction.

LIST OF SUPPORTING DOCUMENTS: RFP 2026-02

Cover Page

CITY OF LOCKHART, TEXAS

RFP 2026-02



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 9, 2026

RFP SUBMITTALS DATE DUE:

April 22, 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 22, 2026. RFPs not received by this time and date will be rejected. Proposals will be opened and publicly read at City Hall Large Conference Room, immediately after close. 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 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 9, 2026
Deadline for All questions- must be submitted via email	April 14, 2026
Deadline for Proposal Submissions	April 22, 2026, 3PM
Proposals opening Time and Location	Immediately after deadline Large Conference room City Hall Lockhart, TX 78644
Evaluation of Proposals	April 23, 2026
City Council Approval	May 5, 2026
Tentative Start Date	May 11, 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 is 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 For vendor or other person doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. 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). 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. 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.	<u>OFFICE USE ONLY</u> Date Received	
Name of person who has a business relationship with local governmental entity.		
Check this box if you are filing an update to a previously filed questionnaire. _____ (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.)		

1. 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. Because the Dr. Eugene Clark Library Building is a historic structure, vendors must consider and account for applicable historic preservation requirements in their proposals. All work shall be performed in a manner consistent with the Secretary of the Interior's Standards for Rehabilitation. Contractors must take care to preserve historic materials, architectural features, and the historic character of the building when performing work under this solicitation.

Proposal No. 1- Exterior Painting Services- Repaint with the same color. City will provide color code.

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

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

Proposal No. 2- Interior Painting Services- Repaint with the same color. City will provide color code.

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
- o Protect floors, furniture, shelving, fixtures, and equipment prior to beginning work.
 - o Repair cracks, nail holes, surface damage, and other imperfections on walls, ceilings, doors, trim, and other surfaces to be painted.
 - o Clean surfaces as needed to ensure proper paint adhesion.
 - o Prime repaired or stained surfaces as required.
2. Painting Requirements
- o Furnish and apply high-quality interior paint appropriate for public facilities and high-traffic areas.
 - o Apply a minimum of two (2) coats of paint to all specified interior surfaces.
 - o Paint walls, ceilings, doors, trim, and other designated features as identified by the City.
 - o Coordinate paint colors and finishes with City staff prior to application.
3. Protection, Scheduling, and Cleanup

- o Coordinate work schedules with City staff to ensure library operations continue with minimal disruption.
- o Maintain a clean and safe work environment at all times.
- o Perform daily cleanup of work areas.
- o 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. Demonstrated experience with working with historical buildings.
6. Compliance with insurance requirements.
7. Any other useful information

8. 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. Preference will be given to working with historical buildings.

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.

Site Visits

A site visit of the historic Dr. Eugene Clark Library Building is required prior to submitting a proposal. Site visits may be arranged at the contractor's request and can be scheduled with City staff at any time during the open period of the RFP.

Contractors are encouraged to thoroughly review the project site and existing conditions to ensure their proposal accurately reflects the scope of work and any considerations associated with working on a historic structure. Contractors shall be responsible for coordinating the site visit with City staff in advance.

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
Proposal No. 1	Exterior Painting Services	
Proposal No. 2	Interior Painting Services	
Proposal No. 3	Replacement of Exterior Lighting with LED Lighting	
Total		

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: July 7, 2026

AGENDA ITEM CAPTION: Discussion and/or action regarding a pipeline crossing agreement between Union Pacific Railroad (UPRR) and the City of Lockhart related to the General Land Office (G.L.O.) grant for water main replacements along North Blanco and Bois d' Arc Streets and authorize the City Manager to execute all necessary documents.

ORIGINATING DEPARTMENT AND CONTACT: Public Works - Sean Kelley

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: In spring 2025, the City of Lockhart was awarded a \$1,889,000 grant from the General Land Office (GLO) for the replacement of 8-inch water mains along Bois D' Arc Street, from Elm Street to Blanco Street, and North Blanco Street, from Olive Street to Bois D' Arc Street. The project is fully funded through the GLO grant and is intended to improve the resiliency of the water distribution system in the area, enhance fire protection, and prepare the utility infrastructure for the upcoming North Blanco Street bridge replacement project.

Because the project crosses Union Pacific Railroad right-of-way, the City is required to obtain authorization from Union Pacific through a utility crossing license agreement. The crossings have been designed in accordance with Union Pacific standards, including the installation of steel carrier pipes to encase the water lines beneath the railroad tracks. These carrier pipes are required to allow for future maintenance of the water lines without disturbing railroad operations.

Union Pacific requires a \$7,000 licensing fee for the utility crossing on its property. The project is currently at the 100% design phase. If approved, the next step will be to formally advertise the project for competitive bidding for construction.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff respectfully recommends approval of the Pipeline Crossing Agreement with Union Pacific Railroad.

LIST OF SUPPORTING DOCUMENTS: 0809483 City of Lockhart Pipeline Crossing Lockhart Sub MP 36.54, GLO Water Line Location Exhibit Map



June 4, 2026
Project: 0809483

CITY OF LOCKHART

Re: Proposed One Underground 8-inch Ductile Iron Pipeline Conveying Potable Water Encased In 24-inch Steel Pipe Pipeline Crossing of Railroad Property at Mile Post 36.54 on the Lockhart Subdivision at or near Lockhart, Caldwell County, Texas.

Attached is an original of the agreement covering your use of the Railroad Company's right of way. **Review and return the partially executed agreement via email.**

Payment, **with Project No. 0809483 referenced**, in the amount of **Seven Thousand Dollars (\$7,000.00)** is due and payable to Union Pacific Railroad Company upon your execution of the agreement. If you require formal billing, you may consider this letter as a formal bill. In compliance with the Internal Revenue Service's new policy regarding their Form 1099, I certify that 946001323 is this Corporation's correct Federal Taxpayer Identification Number.

Send Electronic Payments to:

Name: Bank of America, Dallas, TX
Union Pacific Account = 3752021457
• ACH Routing Number = 1110-0001-2
• Wire Routing Number = 026009593

Mail Checks to:

Union Pacific Railroad Company
P.O. Box 7412567
Chicago, IL 60674-2568
• **CHECKS ONLY – NO AGREEMENTS**

UP does not currently offer a credit card option for these payments.

Railroad Protective Liability Insurance (RPLI) may be obtained from any insurance company which offers such coverage. Union Pacific has also worked with a national broker, Marsh USA, to make available RPLI to you or your contractor. You can find additional information, premium quotes, and application forms at (uprr.marsh.com).

If we have not received the executed document within six months from the date of this letter, this proposed offer of an agreement is withdrawn and becomes null and void.

After final approval and processing, the fully-executed agreement will be returned to you via email with instructions for coordinating your work. In no event should you begin work until you have received your counterpart of the fully-executed agreement.

If you have any questions, please contact me at klbristo@up.com.

Sincerely,

Kerin L Bristow
Mgr II Real Estate - Contracts

PIPELINE CROSSING AGREEMENT

Mile Post: 36.54, Lockhart Subdivision
Location: Lockhart, Caldwell County, Texas

THIS AGREEMENT ("Agreement") is made and entered into as of June 4, 2026, ("Effective Date") by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, ("Licensor") and **CITY OF LOCKHART**, a Texas Municipal Corporation to be addressed at 308 W San Antonio Street, P.O. Box 239, Lockhart, Texas 78644 ("Licensee").

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. LICENSOR GRANTS RIGHT.

A. In consideration of the license fee to be paid by Licensee set forth below and in further consideration of the covenants and agreements to be performed by Licensee, Licensor hereby grants to Licensee the right to construct and thereafter, during the term hereof, maintain and operate one underground 8-inch ductile iron pipeline conveying potable water encased in 24-inch steel pipe only, including any appurtenances required for the operation of said pipeline (collectively, "Licensee's Facilities") across Licensor's real property, trackage, or other facilities located in Lockhart, Caldwell County, State of Texas ("Railroad Property"). The specific specifications and limited purpose for Licensee's Facilities on, along, across and under Railroad Property are described in and shown on the Print and Specifications dated May 28, 2026, attached hereto as **Exhibit A** and made a part hereof.

B. Licensee represents and warrants that Licensee's Facilities will (i) only be used for one underground 8-inch ductile iron pipeline conveying potable water encased in 24-inch steel pipe, and (ii) not be used to convey any other substance, any fiber optic cable, or for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

C. Licensee acknowledges that if it or its contractor provides Licensor with digital imagery depicting Licensee's Facilities ("Digital Imagery"), Licensee authorizes Licensor to use the Digital Imagery in preparing **Exhibit A**. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Licensor to use the Digital Imagery in said manner.

Article 2. LICENSE FEE.

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of Seven Thousand Dollars (**\$7,000.00**).

Article 3. TERM.

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as provided in the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

Article 4. LICENSEE'S COMPLIANCE WITH GENERAL TERMS.

Licensee represents and warrants that all work on Licensee's Facilities performed by Licensee or its contractors will strictly comply with all terms and conditions set forth herein, including the General Terms and Conditions, attached hereto as Exhibit B and made a part hereof.

Article 5. INSURANCE.

A. During the term of this Agreement, Licensee shall fully comply or cause its contractor(s) to fully comply with the insurance requirements described in **Exhibit C**, attached hereto and made a part hereof. Upon request only, Licensee shall send copies of all insurance documentation (e.g., certificates, endorsements, etc.) to Licenser at the address listed in the "NOTICES" Section of this Agreement.

B. If Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this Agreement, those statutes shall apply.

Article 6. DEFINITION OF LICENSEE.

For purposes of this Agreement, all references in this Agreement to Licensee will include Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority (collectively, a "Contractor"). If a Contractor is hired by Licensee to perform any work on Licensee's Facilities (including initial construction and subsequent relocation, maintenance, and/or repair work), then Licensee shall provide a copy of this Agreement to its Contractor(s) and require its Contractor(s) to comply with all terms and conditions of this Agreement, including the indemnification requirements set forth in the "INDEMNITY" Section of **Exhibit B**. Licensee shall require any Contractor to release, defend, and indemnify Licenser to the same extent and under the same terms and conditions as Licensee is required to release, defend, and indemnify Licenser herein.

Article 7. ATTORNEYS' FEES, EXPENSES, AND COSTS.

If litigation or other court action or similar adjudicatory proceeding is undertaken by Licensee or Licenser to enforce its rights under this Agreement, all fees, costs, and expenses, including, without limitation, reasonable attorneys' fees and court costs, of the prevailing Party in such action, suit, or proceeding shall be reimbursed or paid by the Party against whose interest the judgment or decision is rendered. The provisions of this Article shall survive the termination of this Agreement.

Article 8. WAIVER OF BREACH.

The waiver by Licenser of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by Licensee shall in no way impair the right of Licenser to avail itself of any remedy for any subsequent breach thereof.

Article 9. ASSIGNMENT.

A. Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of Licenser, which must be requested in writing by Licensee. Any assignment or attempted transfer of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without Licenser's written consent, will be absolutely void and may result in Licenser's termination of this Agreement pursuant to the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

B. Upon Licenser's written consent to any assignment, this Agreement will be binding upon and inure to the benefit of the parties thereto, successors, heirs, and assigns, executors, and administrators.

Article 10. SEVERABILITY.

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

Article 11. NOTICES.

Except Licensee's commencement of work notice(s) required under **Exhibit B**, all other notices required by this Agreement must be in writing, and (i) personally served upon the business address listed below ("Notice Address"), (ii) sent overnight via express delivery by a nationally recognized overnight delivery service such as Federal Express Corporation or United Parcel Service to the Notice Address, or (iii) by certified mail, return receipt requested to the Notice Address. Overnight express delivery notices will be deemed to be given upon receipt. Certified mail notices will be deemed to be given three (3) days after deposit with the United States Postal Service.

If to Licensor: Union Pacific Railroad Company
Attn: Analyst – Real Estate Utilities (Project No. 0809483)
1400 Douglas Street, MS 1690
Omaha, Nebraska 68179

If to Licensee: CITY OF LOCKHART
308 W San Antonio Street
Lockhart, Texas 78644

Article 12. SPECIAL PROVISIONS - ABANDONMENT.

The abandonment of the existing waterline shall be completed following the Guidelines for Abandonment and Removal of Subsurface Structures on Union Pacific Railroad Right of Way, marked as **Exhibit D**, attached hereto and hereby made a part hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

CITY OF LOCKHART

By: _____

By: _____

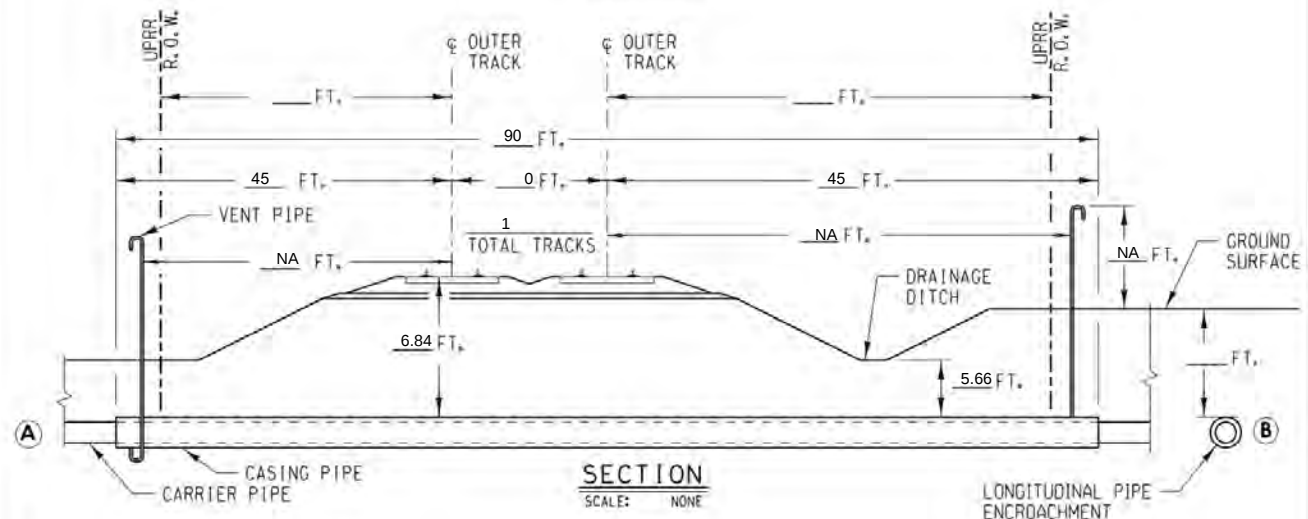
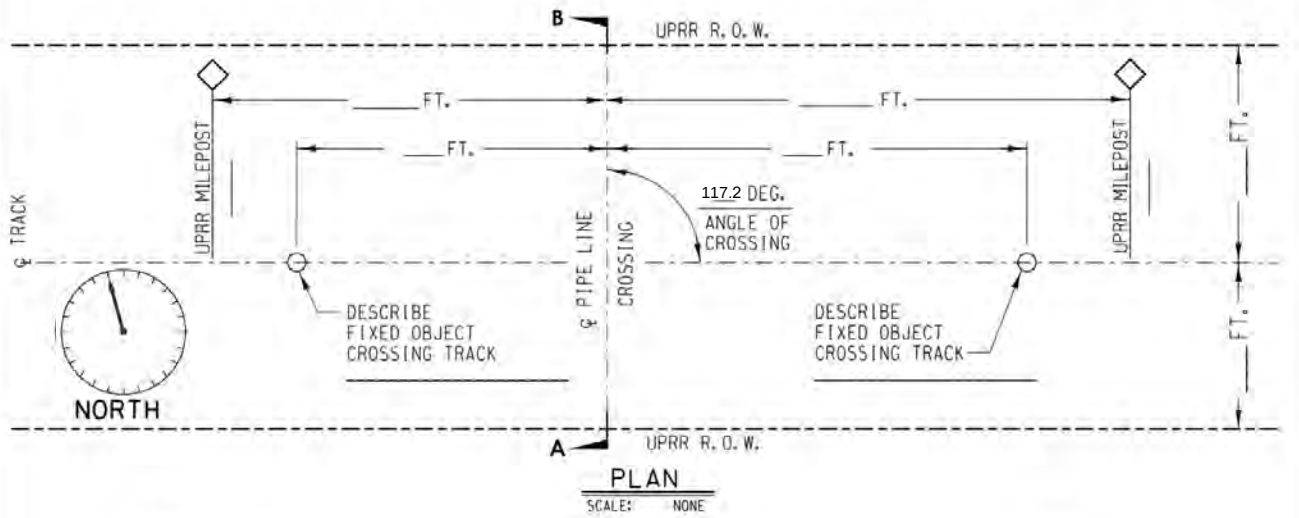
Erica J Lewis
Mgr II Real Estate - Contracts

Name Printed: _____

Title: _____

NON-FLAMMABLE LIQUID PIPELINE

☒ CROSSING
☐ ENCROACHMENT
☐ BOTH



NOTES:

- 1) ALL DIMENSIONS MEASURED PERPENDICULAR TO THE CENTERLINE OF TRACK
- 2) REFER TO AREMA VOLUME 1, CHAPTER 1, PART 5, SECTION 5.1

- A) METHOD OF INSTALLATION BORED AND JACKED
- B) DIST. FROM CENTERLINE OF TRACK TO PIPE ENCROACHMENT _____
- C) SIGNS PROVIDED? AT MINIMUM SIGNS WILL BE PROVIDED AS STATED ABOVE
- D) CARRIER MATERIAL DIP IF RCP, CLASS V? NA
COMMODITY TO BE CONVEYED POTABLE WATER
OPERATIONAL PRESSURE 305 PSI. MAOP 305 PSI.
WALL THICKNESS (INCH)/ SCHEDULE 0.25 DIAMETER 8 IN.
CATHODIC/COATING PROTECTION NO
- E) CASING MATERIAL STEEL PIPE IF RCP, CLASS V? NA
TOTAL LENGTH CASING PIPE: 107 FT.
WALL THICKNESS 0.4375 IN. DIAMETER 24 IN.
CATHODIC/COATING PROTECTION YES
CASING PIPE IS OPEN AT THE ENDS.
- F) DISTANCE FROM CENTERLINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES
53 AND 53.



BUILDING AMERICA®

EXHIBIT "A"

SUBDIVISION:

TRACK TYPE: MAINLINE TRACK

M.P.: LAT.: 29.89027778

E.S.M.: LONG.: -97.67583333

NEAREST CITY: COUNTY: STATE:
LOCKHART CALDWELL TX

APPLICANT: City of Lockhart

FILE NO.: 0809483 DATE: 5/28/2026

EXHIBIT B

GENERAL TERMS AND CONDITIONS

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

A. The foregoing grant is subject and subordinate to the prior and continuing right and obligation of Licensors to use and maintain its entire property including the right and power of Licensors to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Licensors without liability to Licensee or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad Property) and the right of Licensors to renew and extend the same, and is made without covenant of title or for quiet enjoyment. It shall be Licensee's sole obligation to obtain such additional permission, license and grants necessary on account of any such existing rights.

Section 2. ENGINEERING REQUIREMENTS; PERMITS.

A. Licensee's Facilities will be designed, constructed, operated, maintained, repaired, renewed, modified, reconstructed, removed, or abandoned in place on Railroad Property by Licensee or its contractor to Licensors's satisfaction and in strict conformity with: (i) Licensors's current engineering standards and specifications, including those for shoring and cribbing to protect Licensors's railroad operations and facilities ("UP Specifications"), except for variances approved in advance in writing by Licensors's Assistant Vice President Engineering – Design or its authorized representative ("UP Engineering Representative"); (ii) such other additional safety standards as Licensors, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"); and (iii) all applicable laws, rules, and regulations, including any applicable Federal Railroad Administration and Federal Energy Regulatory Commission regulations and enactments (collectively, "Laws"). If there is any conflict between UP Specifications, UP Additional Requirements, and Laws, the most restrictive will apply.

B. Licensee shall keep the soil over Licensee's Facilities thoroughly compacted, and maintain the grade over and around Licensee's Facilities even with the surface of the adjacent ground.

C. If needed, Licensee shall secure, at Licensee's sole cost and expense, any and all necessary permits required to perform any work on Licensee's Facilities.

Section 3. NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES.

A. Licensee and its contractors are strictly prohibited from commencing any work associated with Licensee's Facilities without Licensors's written approval that the work will be in strict compliance with the "ENGINEERING REQUIREMENTS; PERMITS" Section of this Exhibit B. Upon Licensors's approval, Licensee shall contact both of Licensors's field representatives ("Licensors's Field Representatives") at least ten (10) days before commencement of any work on Licensee's Facilities.

B. Licensee shall not commence any work until: (1) Licensors has determined whether flagging or other special protective or safety measures ("Safety Measures") are required for performance of the work pursuant to the "FLAGGING" Section of this **Exhibit B** and provided Licensee written

authorization to commence work; and (2) Licensee has complied with the "PROTECTION OF FIBER OPTIC CABLE SYSTEMS" Section of this **Exhibit B**.

C. If, at any time, an emergency arises involving Licensee's Facilities, Licensee or its contractor shall immediately contact Licensors Response Management Communications Center at (888) 877-7267.

Section 4. FLAGGING.

A. Following Licensee's notice to Licensors Field Representatives required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensors shall inform Licensee if Safety Measures are required for performance of the work by Licensee or its contractor on Railroad Property. If Safety Measures are required, no work of any kind may be performed by Licensee or its contractor(s) until arrangements for the Safety Measures have been made and scheduled. If no Safety Measures are required, Licensors will give Licensee written authorization to commence work.

B. If any Safety Measures are performed or provided by Licensors, including but not limited to flagging, Licensors shall bill Licensee for such expenses incurred by Licensors, unless Licensors and a federal, state, or local governmental entity have agreed that Licensors is to bill such expenses to the federal, state, or local governmental entity. Additional information regarding the submission of such expenses by Licensors and payment thereof by Licensee can be found in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**. If Licensors performs any Safety Measures, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

C. For flagging, the rate of pay per hour for each flagger will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage, and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Licensors and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

D. Reimbursement to Licensors will be required covering the full eight-hour day during which any flagger is furnished, unless the flagger can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagger is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flaggers following the flaggers' assignment to work on the project for which Licensors is required to pay the flaggers and which could not reasonably be avoided by Licensors by assignment of such flaggers to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensors to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensors a minimum of five (5) days notice prior to the cessation of the need for a flagger. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the days the flagger was scheduled, even though flagging is no longer required for that period. An additional ten (10) days notice must then be given to Licensors if flagging services are needed again after such five day cessation notice has been given to Licensors.

Section 5. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any work on Railroad Property performed by Licensee or its contractor, and takes precedence over any work on Licensee's Facilities to be performed Licensee or its contractors. Licensee shall be responsible for initiating, maintaining and supervising all safety operations and programs in connection with any work on Licensee's Facilities. Licensee and its contractor shall, at a minimum comply, with Licensor's then current safety standards located at the below web address ("Licensor's Safety Standards") to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's Safety Standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of Licensor's Safety Standards to each of its employees before they enter Railroad Property.

[Union Pacific Current Safety Requirements](#)

B. Licensee shall keep the job site on Railroad Property free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the work.

C. Licensee represents and warrants that all parts of Licensee's Facilities within and outside of the limits of Railroad Property will not interfere whatsoever with the constant, continuous, and uninterrupted use of the tracks, property, and facilities of Licensor, and nothing shall be done or suffered to be done by Licensee at any time that would in any manner impair the safety thereof.

D. Licensor's operations and work performed by Licensor's personnel may cause delays in Licensee's or its contractor's work on Licensee's Facilities. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee must coordinate any work on Railroad Property by Licensee or any third party with Licensor's Field Representatives in strict compliance with the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**.

E. Licensor shall have the right, if it so elects, to provide any support it deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, repair, renewal, modification, relocation, reconstruction, or removal of Licensee's Facilities. In the event Licensor provides such support, Licensor shall invoice Licensee, and Licensee shall pay Licensor as set forth in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**.

F. Licensee may use unmanned aircraft systems ("UAS") to inspect Licensee's Facilities only upon the prior authorization from and under the direction of Licensor's Field Representatives. Licensee represents and warrants that its use of UAS on Railroad Property will comply with Licensor's then-current Unmanned Aerial Systems Policy and all applicable laws, rules and regulations, including any applicable Federal Aviation Administration regulations and enactments pertaining to UAS.

Section 6. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

Fiber optic cable systems may be buried on Railroad Property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. In addition to the notifications required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensee shall visit up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on Railroad Property to be used by Licensee. If it is, Licensee shall telephone the telecommunications company(ies) involved, and arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will not commence any work on Railroad Property until all such protection or relocation has been completed.

Section 7. LICENSEE'S PAYMENT OF EXPENSES.

A. Licensee shall bear the entire cost and expense of the design, construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities.

B. Licensee shall fully pay for all materials joined, affixed to and labor performed on Railroad Property in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of Licensee. Licensee shall promptly pay or discharge all taxes, charges, and assessments levied upon, in respect to, or on account of Licensee's Facilities, to prevent the same from becoming a charge or lien upon any property of Licensors, and so that the taxes, charges, and assessments levied upon or in respect to such property shall not be increased because of the location, construction, or maintenance of Licensee's Facilities or any improvement, appliance, or fixture connected therewith placed upon such property, or on account of Licensee's interest therein. Where such tax, charge, or assessment may not be separately made or assessed to Licensee but shall be included in the assessment of the property of Licensors, then Licensee shall pay to Licensors an equitable proportion of such taxes determined by the value of Licensee's property upon property of Licensors as compared with the entire value of such property.

C. As set forth in the "FLAGGING" Section of this **Exhibit B**, Licensors shall have the right, if it so elects, to provide any Safety Measures Licensors deems necessary for the safety of Licensors' operations and trackage during Licensee's or its contractor's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, including, but not limited to supervision, inspection, and flagging services. In the event Licensors provides such Safety Measures, Licensors shall submit an itemized invoice to Licensee's notice recipient listed in the "NOTICES" Article of this Agreement. Licensee shall pay to Licensors the total amount listed on such invoice within thirty (30) days of Licensee's receipt of such invoice.

Section 8. MODIFICATIONS TO LICENSEE'S FACILITIES.

A. This grant is subject to Licensors' safe and efficient operation of its railroad, and continued use and improvement of Railroad Property (collectively, "Railroad's Use"). Accordingly, Licensee shall, at its sole cost and expense, modify, reconstruct, repair, renew, revise, relocate, or remove (individually, "Modification", or collectively, "Modifications") all or any portion of Licensee's Facilities as Licensors may designate or identify, in its sole discretion, in the furtherance of Railroad's Use.

B. Upon any Modification of all or any portion of Licensee's Facilities to another location on Railroad Property, Licensors and Licensee shall execute a Supplemental Agreement to this Pipeline Agreement to document the Modification(s) to Licensee's Facilities on Railroad Property. If the Modifications result in Licensee's Facilities moving off of Railroad Property, this Agreement will terminate upon Licensee's completion of such Modification(s) and all requirements contained within the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of this **Exhibit B**. Any such Modification(s) off of Railroad Property will not release Licensee from any liability or other obligation of Licensee arising prior to and upon completion of any such Modifications to the Licensee's Facilities.

Section 9. RESTORATION OF RAILROAD PROPERTY.

In the event Licensee, in any manner moves or disturbs any property of Licensors in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, then, Licensee shall, as soon as possible and at Licensee's sole cost

and expense, restore Licensor's property to the same condition as the same were before such property was moved or disturbed.

Section 10. INDEMNITY.

A. Definitions. As used in this Section:

1. "Licensor" includes Licensor, its affiliates, its and their officers, directors, agents and employees, and other railroad companies using Railroad Property at or near the location of Licensee's installation and their officers, directors, agents, and employees.
2. "Licensee" includes Licensee and its agents, contractors, subcontractors, sub-subcontractors, employees, officers, and directors, or any other person or entity acting on its behalf or under its control.
3. "Loss" includes claims, suits, taxes, loss, damages (including punitive damages, statutory damages, and exemplary damages), costs, charges, assessments, judgments, settlements, liens, demands, actions, causes of action, fines, penalties, interest, and expenses of any nature, including court costs, reasonable attorneys' fees and expenses, investigation costs, and appeal expenses.

B. Licensee shall release, defend, indemnify, and hold harmless Licensor from and against any and all Loss, even if groundless, fraudulent, or false, that directly or indirectly arises out of or is related to Licensee's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, removal, presence, use, or operation of Licensee's Facilities, including, but not limited to, any actual or alleged:

1. Bodily harm or personal injury (including any emotional injury or disease) to, or the death of, any person(s), including, but not limited to, Licensee, Licensor, any telecommunications company, or the agents, contractors, subcontractors, sub-subcontractors, or employees of the foregoing;
2. Damage to or the disturbance, loss, movement, or destruction of Railroad Property, including loss of use and diminution in value, including, but not limited to, any telecommunications system(s) or fiber optic cable(s) on or near Railroad Property, any property of Licensee or Licensor, or any property in the care, custody, or control of Licensee or Licensor;
3. Removal of person(s) from Railroad Property;
4. Any delays or interference with track or Railroad's Use caused by Licensee's activity(ies) on Railroad Property, including without limitation the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities or any part thereof, any activities, labor, materials, equipment, or machinery in conjunction therewith;
5. Right(s) or interest(s) granted pursuant to this Agreement;
6. Contents escaping from Licensee's Facilities, including without limitation any actual or alleged pollution, contamination, breach, or environmental Loss;

7. Licensee's breach of this Agreement or failure to comply with its provisions, including, but not limited to, any violation or breach by Licensee of any representations and warranties Licensee has made in this Agreement; and
8. Violation by Licensee of any law, statute, ordinance, governmental administrative order, rule, or regulation, including without limitation all applicable Federal Railroad Administration regulations.

C. THE FOREGOING OBLIGATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF LICENSOR TO LOSSES CAUSED BY, ARISING FROM, RELATING TO, OR RESULTING FROM, IN WHOLE OR IN PART, THE NEGLIGENCE OF LICENSOR, AND SUCH NEGLIGENCE OF LICENSOR SHALL NOT LIMIT, DIMINISH, OR PRECLUDE LICENSEE'S OBLIGATIONS TO LICENSOR IN ANY RESPECT. NOTWITHSTANDING THE FOREGOING, SUCH OBLIGATION TO INDEMNIFY LICENSOR SHALL NOT APPLY TO THE EXTENT THE LOSS IS CAUSED BY THE SOLE, ACTIVE AND DIRECT NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF LICENSOR AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION.

Section 11. TERMINATION; REMOVAL OF LICENSEE'S FACILITIES.

A. If Licensee does not use the right herein granted on Licensee's Facilities for one (1) year, or if Licensee continues in default in the performance of any provision of this Agreement for a period of thirty (30) days after written notice from Licensor to Licensee specifying such default, Licensor may, at its sole discretion, terminate this Agreement by written notice to Licensee at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

B. In addition to the provisions of Paragraph "A" above, this Agreement may be terminated by written notice given by either party, without cause, upon thirty (30) days written notice to the non-terminating party at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

C. Prior to the effective date of any termination described in this Section, Licensee shall submit an application to Licensor's online Utility Contracts System at [this link](#) for Licensee's removal, or if applicable, abandonment in place of Licensee's Facilities located on Railroad Property ("Removal/Abandonment Work"). Upon the UP Engineering Representative's approval of Licensee's application for the Removal/Abandonment Work, Licensor and Licensee shall execute a separate consent document that will govern Licensee's performance of the Removal/Abandonment Work from those portions of Railroad Property not occupied by roadbed and/or trackage ("Consent Document"). Licensee shall then restore the impacted Railroad Property to the same or reasonably similar condition as it was prior to Licensee's installation of Licensee's Facilities. For purposes of this Section, Licensee's (i) performance of the Removal/Abandonment Work, and (ii) restoration work will hereinafter be collectively referred to as the "Restoration Work".

D. Following Licensee's completion of the Restoration Work, Licensee shall provide a written certification letter to Licensor at the address listed in the "NOTICES" Article of this Agreement which certifies that the Restoration Work has been completed in accordance with the Consent Document. Licensee shall report to governmental authorities, as required by law, and notify Licensor immediately if any environmental contamination is discovered during Licensee's performance of the Restoration Work. Upon discovery, the Licensee shall initiate any and all removal, remedial and restoration actions that are necessary to restore the property to its original, uncontaminated condition. Licensee shall provide written certification to Licensor at the address listed in the "NOTICES" Article of this Agreement that environmental contamination has been remediated and the property has been

restored in accordance with Licensor's requirements. Upon Licensor's receipt of Licensee's restoration completion certifications, this Agreement will terminate.

E. In the event that Licensee fails to complete any of the Restoration Work, Licensor may, but is not obligated, to perform the Restoration Work. Any such work actually performed by Licensor will be at the cost and expense of Licensee. In the event that Licensor performs any of the Restoration Work, Licensee shall release Licensor from any and all Loss (defined in the "INDEMNITY" Section of this **Exhibit B**) arising out of or related to Licensor's performance of the Restoration Work.

F. Termination of this Agreement for any reason will not affect any of rights or obligations of the parties which may have accrued, or liabilities or Loss (defined in the "INDEMNITY" Section of this **Exhibit B**), accrued or otherwise, which may have arisen prior to such termination.

EXHIBIT C

INSURANCE REQUIREMENTS

In accordance with Article 5 of this Agreement, Licensee shall (1) procure and maintain at its sole cost and expense, or (2) require its Contractor(s) to procure and maintain, at their sole cost and expense, the following insurance coverage:

A. **Commercial General Liability Insurance.** Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. **Business Automobile Coverage Insurance.** Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less \$2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

C. **Workers' Compensation and Employers' Liability Insurance.** Coverage must include but not be limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers' compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. **Environmental Liability Insurance.** Environmental Legal Liability Insurance (ELL) applicable to bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed, cleanup costs, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims, or compliance with statute, all in connection with any loss arising from the insured's performance under this Agreement. Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, this insurance must apply as if each named insured were the only named insured; and separately to the additional insured against which claim is made or suit is brought. Coverage shall be maintained in an amount of at least \$2,000,000 per loss, with an annual aggregate of at least \$4,000,000.

Licensee warrants that any retroactive date applicable to ELL insurance coverage under the policy is the same as or precedes the Effective Date of this Agreement, and that continuous coverage

will be maintained for a period of five (5) years beginning from the time the work under this Agreement is completed or if coverage is cancelled for any reason the policies extended discovery period, if any, will be exercised for the maximum time allowed.

E. **Railroad Protective Liability Insurance.** Licensee must maintain for the duration of work "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Licensors only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement. Notwithstanding the foregoing, Licensee does not need Railroad Protective Liability Insurance after its initial construction work is complete and all excess materials have been removed from Licensors property; PROVIDED, however, that Licensee shall procure such coverage for any subsequent maintenance, repair, renewal, modification, reconstruction, or removal work on Licensee's Facilities.

F. **Umbrella or Excess Insurance.** If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.

Other Requirements

G. All policy(ies) required above (except business automobile, workers' compensation and employers' liability) must include Licensors as "Additional Insured" using ISO Additional Insured Endorsement CG 20 26 (or substitute form(s) providing equivalent coverage). The coverage provided to Licensors as additional insured shall not be limited by Licensee's liability under the indemnity provisions of this Agreement. BOTH LICENSOR AND LICENSEE EXPECT THAT LICENSOR WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORM CG 20 26.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Agreement, or (b) all punitive damages are prohibited by all states in which this Agreement will be performed.

I. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Licensors and its agents, officers, directors and employees for damages covered by the workers' compensation and employers' liability or commercial umbrella or excess liability obtained by Licensee required in this Agreement, where permitted by law. This waiver must be stated on the certificate of insurance.

J. All insurance policies must be written by a reputable insurance company acceptable to Licensors or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

K. The fact that insurance is obtained by Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Licensors from Licensee or any third party will not be limited by the amount of the required insurance coverage.

Exhibit D

Union Pacific Railroad

GUIDELINES FOR ABANDONMENT
OF SUBSURFACE UTILITY STRUCTURES



CALL BEFORE YOU DIG
1-800-336-9193

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1. Introduction

A. Purpose

1. The purpose of these Guidelines is to inform 3rd party Applicants, Contractors and others outside of the Railroad of the requirements and standards for the abandonment of subsurface utility structures such as pipelines and other similar structures.
2. This document governs at all locations where the Railroad operates, regardless of track ownership or track status, either active or out of service.

2. Abandonment Procedures

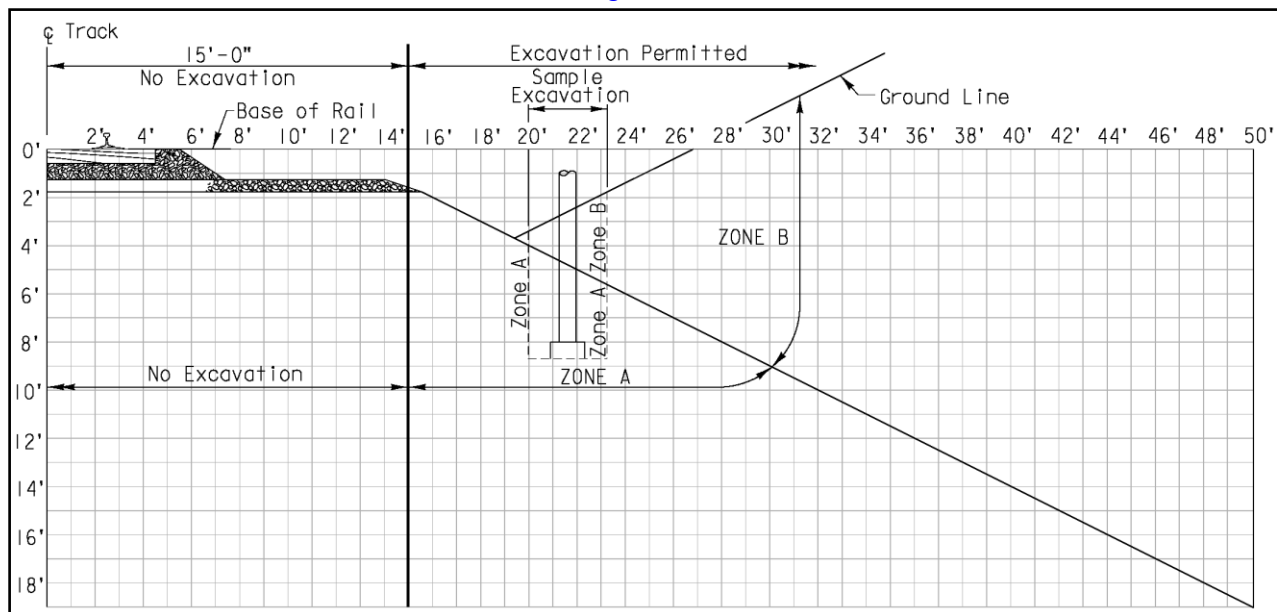
A. Hazardous material testing & notification

1. Prior to either removal or abandon in-place of existing Facilities, testing for ACM, PACM, LBP and PCBs shall be completed and the results reported to the Railroad.
 - i. ACM or PACM – Asbestos Containing Materials or Presumed Asbestos Containing Materials
 - ii. LBP – Lead Based Paint
 - iii. PCBs – PolyChlorinated Biphenyls
2. Testing results shall be emailed to asbestosawareness@up.com (file size limit / email is 10mb) with one of the following subject lines:
 - i. Reporting – Test Results
 - ii. Action Required – Priority Project
 - iii. Action Required – Request for Information/Question
3. The Railroad may require removal or consider abandon in-place of the existing Facilities upon review of the testing results.

B. Removal

1. At the time of abandonment, Facilities within Zone B shall be removed and at the cost of the owner. See [Figure 2-1](#) for Zone identification.
2. Regarding [Figure 2-1](#) the following additional Zone requirements apply.
 - i. Zone A –
 - a. Designed shoring systems are required per [Section 3A](#).
 - b. Track & ground monitoring is required per [Section 3B](#).
 - ii. Zone B – Sloped or stepped excavations are acceptable.

Figure 2-1



C. Abandon in-place

1. The Facility shall be filled with CLSM (Controlled Low-Strength Material). This process is designed to help avoid future subsidence as the line deteriorates after abandonment. The use of low strength CLSM also allows the future removal of CLSM at a later date if deemed necessary.
2. CLSM Design
 - i. The CLSM material shall have an unconfined compressive strength 300psi. This provides strength while allowing future removal if necessary.
 - ii. The mixture shall consist of water, Portland cement, fly ash, and sound fine or coarse aggregate or both.
 - iii. The mix design shall allow adequate flowability without segregation of aggregates.
 - iv. Hardening time is of prime importance and CLSM should develop 50psi in about one hour.
 - v. The maximum layer of thickness for CLSM shall be 3 feet.
 - vi. Additional layers shall not be placed until the CLSM has lost sufficient moisture.
 - vii. For pipelines or structures with a depth greater than 3 feet, CLSM shall be placed in lifts.
 - viii. Contractor should verify no voids will be present after filling the structure.
 - ix. Access to fill pipelines shall be from off the UPRR right-of-way if possible. If excavation is required for the fill procedure, excavations shall meet requirements in [Section 3](#).

3. Excavation Requirements

A. Shoring Design

1. For temporary earth retention design requirements on the Right-of-Way, see the Railroad Guidelines for Temporary Shoring. http://www.up.com/real_estate/roadxing/industry/index.htm

B. Track and Ground Monitoring

1. See the Railroad Guidelines for Track & Ground Monitoring.
https://www.up.com/real_estate/index.htm

C. Excavation Safety

1. Guardrails
 - i. Guardrails shall be provided to surround unattended excavations on Railroad Right-of-Way per OSHA Standard Number 1926.502 as follows:
 - a. The guardrail height shall be at least 42 inches above the walking surface.
 - b. The smallest dimension for openings in the guardrail shall be no greater than 19 inches.
 - c. Guardrail systems shall be capable of withstanding, without failure, a force of at least 200 pounds applied within 2 inches of the top edge, in any outward or downward direction, at any point along the top edge of the guardrail.

4. Glossary

Applicant: Any party proposing to install a new, and/or abandon existing, pipelines or Wirelines on Railroad right-of-way or other Railroad operating location, regardless of track being active or out of service. This includes any contractor, employee or consultant hired by said party.

Call Before You Dig: A Union Pacific Railroad 24-hr by 7-day communication center to assist in protecting, documenting and notifying callers of other utilities installed within the Railroad right-of-way.

1-800-336-9193

Crossing: Refers to a Utility which is crossing the Railroad track(s).

Carrier Pipe: Pipe used to transport the product.

Casing Pipe: Pipe through which the carrier pipe is installed.

Cover: Distance from either the base of rail or finished grade to the top of Pipeline or Wireline.

Encroachment: Utilities on Railroad right-of-way which are generally oriented parallel with Railroad right-of-way and/or track.

Centerline of Track: An imaginary line, that runs down the center of the two rails of a track.

Construction Documents: Design plans and calculations, project and/or standard specifications, geotechnical report and drainage report.

Construction Window: A timeframe in which construction or maintenance can be performed by the Contractor with the required presence of a Flagman.

Contractor: The individual, partnership, corporation or joint venture and all principals and representatives (including Applicant's subcontractors) with whom the contract is made by the Applicant for the construction of the Grade Separation Project.

Facility: Refers to the Applicant's pipeline, wireline, poles, manholes, handholes, splice boxes, storage tanks and other such structures which exist as part of the Applicant's infrastructure.

Flagman (Flagging): A qualified employee of the Railroad providing protection to and from Railroad operations per Railroad requirements.

Guidelines: Information contained in this document.

Industry Track: A secondary track designed to allow access to industries along the main track.

Main Track: A principle track, designated by Timetable or special instructions, upon which train movements are generally authorized and controlled by the train dispatcher. Main Track must not be occupied without proper authority.

Railroad Load: Cooper E-80 loading.

Railroad: Refers to Union Pacific Railroad.

Railroad Manager of Track Maintenance (MTM): Railroad representative responsible for maintenance of the track and supporting subgrade.

Right-of-Entry Agreement: An agreement between the Railroad and an Applicant or a Contractor allowing access to Railroad property.

Right-of-Way: The private property limits owned by the Railroad.

Tracks: The rails, ties and ballast and roadbed that compose the traveling surface used by trains.

Utility: Refers to a pipeline or wireline.

Wireline: Refers to electric power and communication utility systems including, but not limited to, all associated conductors, cables, support structures, and equipment.

CITY OF LOCKHART, TX CDBG-MIT GLO WATERLINE EXHIBIT

END N BLANCO ST WATERLINE REPLACEMENT
APPRX 3300 LF
LAT: N29.892387
LONG: W97.676243

BEGIN BOIS D'ARC WATERLINE REPLACEMENT
LAT: N29.886215
LONG: W97.678956

END BOIS D'ARC WATERLINE REPLACEMENT
BEGIN CONNECTION TO N BLANCO ST
WATERLINE REPLACEMENT
LAT: N29.886877
LONG: W97.675055

