PUBLIC NOTICE

AGENDA

LOCKHART CITY COUNCIL

July 21, 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 a proclamation declaring July 21, 2026 as Hot Car Awareness Day. **6**

B. Receive a presentation and discuss the 90% design update for the proposed Lockhart Aquatics Facility, including updated design drawings, renderings, project schedule, and next steps. **7-16**

C. Discussion regarding Resolution No. 2026-29 approving an Economic Development Incentive Agreement between the Lockhart Economic Development Corporation and Mill Scale Metalworks, LLC, for the purchase of manufacturing equipment and creation of new full-time jobs. **17-39**

D. Presentation and discussion regarding the Interlocal Agreement (ILA) with Capital Area Rural Transportation System (CARTS) for Fiscal Year 2026-2027. **40-61**

E. Discuss an Agreement with Matador Gruppo, LLC for the Lockhart's Last Drop Cycling Event to be held October 3-4, 2026, and authorizing the Mayor to execute the Agreement. **62-106**

F. Discuss Resolution 2026-28 to grant Hillwood Communities a 60-day extension of the conditional consent to form the Lockhart Municipal Utility District (MUD) of Caldwell County and the inclusion into said district of 889.3 acres of land, 720.681 acres of which are in the City's ETJ. **107-124**

G. Receive an update from Republic Services regarding the transition to new solid waste services beginning August 1st. **125-136**

H. Discussion regarding Ordinance 2026-31 amending Chapter 48 "Solid Waste" of the City of Lockhart Code of Ordinances. **137-160**

I. Discuss Ordinance 2026-32 regarding code amendments to Chapter 50 "Streets, Sidewalks, and Other Public Places". 161-174

J. Receive a presentation and discuss proposed solid waste service options for the Downtown Square. 175-189

K. Presentation and discussion of the Lockhart Freedom Act second quarterly report of 2026. 190-191

L. Discuss nominations of Max Yancy and Mandy Rowden to the Tourism Advisory Board for a term to expire in July 2028; and consider additional nominations to the board. 192

M. Discuss funding appropriations for Non-Profit and Special Interest Organizations requesting funding for an annual contribution from the City of Lockhart for Fiscal Year 2026-2027. 193-195

N. Receive and discuss the 3rd Quarter Fiscal Year 2026 Investment Report. 196-205

O. Discuss awarding a professional services agreement to Barker Rinker Seacat Architecture for architectural and engineering services related to the design and construction administration of the Lockhart Recreation Center project and authorizing the City Manager to execute the agreement and all necessary documents. 206-382

P. Discuss Resolution 2026-27 authorizing staff to submit a Texas Parks & Wildlife Department Local Park Grant Program application for improvements to Lions Park. 383-386

Q. Discussion regarding a proposal to assign recently-annexed areas comprising 226.181 acres to a City Council district and discuss Ordinance 2026-28, adopting revised City Council boundaries. 387-391

7:30 P.M. REGULAR MEETING

1. CALL TO ORDER

Mayor Lew White

2. INVOCATION, PLEDGE OF ALLEGIANCE

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

3. PUBLIC COMMENT

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

4. PUBLIC HEARING/COUNCIL ACTION

A. Hold a PUBLIC HEARING and discussion and/or action on Ordinance 2026-29, for text amendments to Chapter 56, "Traffic & 392-395

Vehicles" Article V, Section 56-313, "Residential Parking Permits," of the Lockhart Code of Ordinances to authorize creation of a residential parking permit area on Center Street from the intersection of Cibilo Street to the residences at 805 Center on the north side of the street and 812 Center on the Southside of the street, between the hours of 8:00 a.m. and 5:00 p.m. on school days for Lockhart I.S.D.

5. CONSENT AGENDA

A. Approve Interlocal Agreement (ILA) with Capital Area Rural Transportation System (CARTS) for Fiscal Year 2026-2027. **396-417**

B. Approve Resolution 2026-28 to grant Hillwood Communities a 60-day extension of the conditional consent to form the Lockhart Municipal Utility District (MUD) of Caldwell County and the inclusion into said district of 889.3 acres of land, 720.681 acres of which are in the City's ETJ. **418-435**

C. Acceptance of the 3rd Quarter Fiscal Year 2026 Investment Report. **436-445**

D. Receive the Lockhart Freedom Act second quarterly report of 2026. **446-447**

6. DISCUSSION/ACTION ITEMS

A. Discussion and/or action regarding Resolution No. 2026-29 approving an Economic Development Incentive Agreement between the Lockhart Economic Development Corporation and Mill Scale Metalworks, LLC, for the purchase of manufacturing equipment and creation of new full-time jobs. **448-470**

B. Discussion and/or action to approve an Agreement with Matador Gruppo, LLC for the Lockhart's Last Drop Cycling Event to be held October 3-4, 2026, and authorizing the Mayor to execute the Agreement. **471-515**

C. Discussion and/or action regarding Ordinance 2026-31 amending Chapter 48 "Solid Waste" of the City of Lockhart Code of Ordinances. **516-539**

D. Discussion and/or action to consider adopting Ordinance 2026-32 regarding code amendments to Chapter 50 "Streets, Sidewalks, and Other Public Places". **540-553**

E. Discussion and/or action regarding the nominations of Max Yancy and Mandy Rowden to the Tourism Advisory Board for a term to expire in July 2028; and consider additional nominations to the board. **554**

F. Discussion and/or action regarding funding appropriations for Non-Profit and Special Interest Organizations requesting funding for an annual contribution from the City of Lockhart for Fiscal Year 2026-2027. **555-557**

G. Discussion and/or action to award a professional services agreement to Barker Rinker Seacat Architecture for architectural and engineering services related to the design and construction administration of the Lockhart Recreation Center project and authorizing the City Manager to execute the agreement and all necessary documents. **558-734**

H. Discussion and/or action regarding Resolution 2026-27 authorizing staff to submit a Texas Parks & Wildlife Department Local Park Grant Program application for improvements to Lions Park. **735-738**

I. Discussion and consideration of a proposal to assign recently-annexed areas comprising 226.181 acres to a City Council district and discuss Ordinance 2026-28, adopting revised City Council boundaries. **739-743**

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

- Annual Water System Maintenance – Temporary Water Treatment Process Change
- Ice Cream with a Cop – August 5 | 1:00–2:30 p.m. | City Park
- Budget Workshop reminder:
  July 22 (Wed.) Budget Workshop to review City personnel compensation and benefits and the Comprehensive Fee Schedule.
- Budget Workshop reminder:
  July 23 (Thurs.) Budget Workshop to review Special Revenue Funds and Capital Improvement Program (CIP) for water and wastewater, facilities, streets, and parks.

8. COUNCIL AND STAFF COMMENTS - ITEMS OF COMMUNITY INTEREST

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

A. Discussion regarding Vested Rights Claim related to that certain 6.03-acre property within the Francis Berry Survey A-2, known as Section One-A, Block 1 of the Maple Park Planned Development District.

B. Discuss legal questions related to charter and state law election requirements.

10. OPEN SESSION

A. Discussion and/or action regarding Vested Rights Claim related to that certain 6.03-acre property within the Francis Berry Survey A-2, known as Section One-A, Block 1 of the Maple Park Planned Development District.

B. Discussion and/or action regarding legal questions related to charter and state law election requirements.

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 the July 15, 2026 at 5:00 p.m.

Proclamation

WHEREAS, pediatric vehicular heatstroke is one of the leading causes of non-crash-related fatalities in vehicles for children under 15, with more than 1,000 lives lost since 1998; and

WHEREAS, a child's body temperature rises three to five times faster than an adult's, and death can occur when their core temperature reaches 107 degrees—a threshold that can be reached in minutes; and

WHEREAS, on a typical 70-degree day, the interior of a vehicle can reach over 115 degrees in just 30 minutes, and parking in the shade or cracking windows does not provide a safe environment for a child or pet; and

WHEREAS, research shows that these tragedies can happen to any caregiver regardless of education or personality, often triggered by a change in routine, sleep deprivation, or high stress; and

WHEREAS, Project SafeRide, founded by youth advocate Sailee Raja, serves as a vital community initiative to empower families with technology and reminders to eliminate these 100% preventable deaths; and

NOW, THEREFORE, I, Lew White, by the authority vested in me as Mayor of the City of Lockhart, Texas, do hereby proclaim

July 21, 2026

as

"HOT CAR AWARENESS DAY"

in the City of Lockhart and encourage all residents, businesses, schools, healthcare providers, and community organizations to join in raising awareness of pediatric vehicular heatstroke, promoting prevention strategies, and helping protect children from these preventable tragedies.

IN TESTIMONY WHEREOF, I have hereto set my hand and caused to be affixed the Seal of the City of Lockhart, Texas, this the 21st day of July 2026.

CITY OF LOCKHART

_____

Lew White
Mayor

ATTEST:

_____

Julie Bowermon
City Secretary

City of Lockhart, Texas

Council Agenda Item
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COUNCIL MEETING DATE: July 21, 2026

AGENDA ITEM CAPTION: Receive a presentation and discuss the 90% design update for the proposed Lockhart Aquatics Facility, including updated design drawings, renderings, project schedule, and next steps.

ORIGINATING DEPARTMENT AND CONTACT: Parks & Recreation - Travis Hughes

ACTION REQUESTED: Direction

BACKGROUND/SUMMARY/DISCUSSION: In May 2025, the City contracted with Halff Associates to provide architectural and engineering services for the design of the new Aquatics Facility and construction administration services. On March 17, 2026, City Council reviewed the 30% schematic design, discussed the project funding plan, and authorized staff and Halff Associates to proceed with final design and preparation of construction documents.

Since Council's direction in March, Halff Associates has continued advancing the project design and has now completed the 90% design phase. Staff and the design team will present the updated design drawings and three-dimensional renderings illustrating the facility layout, architectural character, site improvements, and major project amenities. The presentation will also provide an overview of refinements made since the 30% schematic design and discuss the remaining steps necessary to finalize the project and prepare for construction bidding.

The proposed Aquatics Facility continues to include three distinct aquatic venues designed to support year-round recreational and competitive programming. The facility includes a seasonal leisure pool with zero-depth entry and interactive play features, a heated six-lane 25-yard competition pool with a diving well and a heated teaching pool to support swim lessons, aquatic fitness, rehabilitation, and other instructional programming - both enclosed within a retractable structure for year-round use. Additional amenities include shaded seating, gathering spaces, concessions, support facilities, and associated site improvements to enhance the overall user experience.

The project remains funded through the City's 2025 Certificates of Obligation and a $750,000 Texas Parks and Wildlife Department Local Park Grant. Upon completion of the final design phase, staff anticipates advertising the project for competitive bids and returning to City Council with a recommendation for award of a construction contract prior to the start of construction.

PROJECT SCHEDULE (if applicable): Projected completion is September 2027.

AMOUNT & SOURCE OF FUNDING:
Funds Required:
Account Number:

City of Lockhart, Texas

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Funds Available:
Account Name:

FISCAL NOTE (if applicable): Construction costs are currently estimated at approximately $16.5 million and are to be funded through the City's 2025 Certificates of Obligation and a $750,000 Texas Parks and Wildlife Department grant award.

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION:

LIST OF SUPPORTING DOCUMENTS: Lockhart Aquatics Facility

SCHOOL BUS

City of Lockhart, Texas

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COUNCIL MEETING DATE: July 21, 2026

AGENDA ITEM CAPTION: Discussion regarding Resolution No. 2026-29 approving an Economic Development Incentive Agreement between the Lockhart Economic Development Corporation and Mill Scale Metalworks, LLC, for the purchase of manufacturing equipment and creation of new full-time jobs.

ORIGINATING DEPARTMENT AND CONTACT: Economic Development - Holly Malish

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION: Mill Scale Metalworks, LLC, a Lockhart-based manufacturer located at 800 N. Commerce Street, has requested financial assistance from the Lockhart Economic Development Corporation (LEDC) to purchase three advanced precision manufacturing machines. Currently, the company outsources approximately $800,000 to $900,000 in manufacturing work each year because it lacks the specialized equipment needed to fabricate certain precision metal components in-house. The new equipment will enable Mill Scale to bring this work back to Lockhart, expand production capacity, reduce operating costs, and support the company's continued growth.

The proposed Economic Development Incentive Agreement authorizes the LEDC to provide a manufacturing equipment incentive in an amount not to exceed $300,000 following the company's purchase of the equipment and satisfaction of the performance requirements established in the agreement. The incentive will be paid on a reimbursement basis upon verification of equipment purchase and compliance with the agreement.

As part of the agreement, Mill Scale has committed to:

- Create a minimum of six (6) new full-time jobs, increasing employment from 15 to at least 21 full-time employees.
- Increase annual payroll from approximately $606,000 to at least $750,000 over the performance period.
- Invest in new manufacturing equipment and maintain the required employment and payroll levels throughout the agreement term.
- Submit annual compliance reports and supporting documentation demonstrating continued compliance with the agreement.

The investment is expected to strengthen Lockhart's manufacturing sector by expanding local production capabilities, retaining and creating quality jobs, increasing taxable business personal property, reducing manufacturing work currently performed outside the community, and generating additional annual revenue through expanded operations.

PROJECT SCHEDULE (if applicable): Once approved, machines will be ordered and ready in approximately 12-16 weeks.

AMOUNT & SOURCE OF FUNDING:
Funds Required:
Account Number:
Funds Available:
Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION: The Lockhart EDC Board approved Resolution No. 2026-09 and Incentive Agreement on July 13, 2026

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends approving Resolution No. 2026-29

LIST OF SUPPORTING DOCUMENTS: City Council Resolution No. 2026-29 Mill Scale, Lockhart EDC Resolution No. 2026-09 - Mill Scale, Exhibit A - Mill Scale Incentive Agreement, Exhibit B - Incentive Monitoring Form 2025-03-25

RESOLUTION NO. 2026-29

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, APPROVING AN ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT BETWEEN THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION AND MILL SCALE, LLC; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Lockhart Economic Development Corporation ("LEDC") is a Type B economic development corporation created pursuant to Chapters 501 and 505 of the Texas Local Government Code for the purpose of promoting economic development within the City of Lockhart; and

WHEREAS, Mill Scale, LLC ("Mill Scale") proposes to expand its manufacturing operations located at 800 N. Commerce Street in Lockhart, Texas, through the purchase of new manufacturing equipment and the creation of additional full-time jobs; and

WHEREAS, pursuant to the proposed Economic Development Incentive Agreement ("Agreement"), Mill Scale has committed to create a minimum of six (6) new full-time positions, increase its annual payroll, and make a significant investment in manufacturing equipment and tangible personal property in accordance with the performance requirements established in the Agreement; and

WHEREAS, the Agreement provides for a manufacturing equipment incentive from the LEDC in an amount not to exceed Three Hundred Thousand Dollars ($300,000), payable upon satisfaction of the performance requirements and submission of proof of equipment purchase, together with provisions for annual reporting, compliance monitoring, and recapture in the event of default; and

WHEREAS, the City Council finds that the proposed expansion will promote local economic development by creating new employment opportunities, increasing the City's tax base, supporting the growth of manufacturing within the community, and furthering the public purposes authorized by Chapters 501 and 505 of the Texas Local Government Code; and

WHEREAS, the City Council has reviewed the proposed Economic Development Incentive Agreement and finds that approval of the Agreement is in the best interest of the City of Lockhart and its citizens.

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

Section 1. The recitals contained herein are found to be true and correct and are incorporated into this Resolution as though fully set forth herein.

Section 2. The City Council hereby approves the Economic Development Incentive Agreement between the LEDC and Mill Scale Metalworks, LLC, in substantially the form presented to the City Council.

Section 3. The President of the LEDC is authorized to execute the Economic Development Incentive Agreement, and the Executive Director and legal counsel are authorized to make such non-substantive revisions as may be necessary to finalize the Agreement, provided such revisions do not materially alter the intent or financial obligations approved by this Resolution.

Section 4. This Resolution shall become effective immediately upon its adoption.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Lockhart, Texas, on this 21st day of July, 2026.

CITY OF LOCKHART

_____

Lew White
Mayor

ATTEST:

_____

Julie Bowermon
City Secretary

APPROVED AS TO FORM:

_____

Brad Bullock
City Attorney

RESOLUTION NO. 2026-09

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION APPROVING A PERFORMANCE AGREEMENT WITH MILL SCALE METALWORKS, LLC AND AUTHORIZING ECONOMIC DEVELOPMENT INCENTIVES FOR THE PURCHASE OF MANUFACTURING EQUIPMENT IN LOCKHART, TEXAS.

WHEREAS, the Lockhart Economic Development Corporation ("LEDC") is a Type B economic development corporation operating pursuant to Chapters 501 and 505 of the Texas Local Government Code; and

WHEREAS, Mill Scale Metalworks, LLC ("Mill Scale") is expanding its manufacturing operations at 800 N. Commerce Street, Lockhart, Texas, through the purchase of new manufacturing equipment; and

WHEREAS, Mill Scale has committed to creating at least six (6) new full-time jobs, increasing employment from fifteen (15) to twenty-one (21) full-time employees, and maintaining a minimum annual payroll of Seven Hundred Fifty Thousand Dollars ($750,000) in accordance with the Performance Agreement; and

WHEREAS, Mill Scale has requested economic development assistance from the LEDC in the form of a manufacturing equipment incentive not to exceed Three Hundred Thousand Dollars ($300,000), payable upon proof of purchase and subject to the terms and performance requirements set forth in the Performance Agreement; and

WHEREAS, the Board of Directors finds that the Project will promote expanded business development, job creation, increased capital investment, and economic growth within the City of Lockhart and qualifies as a project under Chapters 501 and 505 of the Texas Local Government Code; and

WHEREAS, the Board of Directors further finds that entering into the Performance Agreement serves a public purpose by encouraging primary job creation, expanding the local manufacturing base, increasing the taxable value of business personal property, and strengthening the local economy.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION THAT:

Section 1. The recitals contained herein are found to be true and correct and are incorporated into this Resolution as though fully set forth herein.

Section 2. The Board of Directors hereby approves the Performance Agreement between the Lockhart Economic Development Corporation and Mill Scale Metalworks, LLC, substantially in the form presented to the Board.

Section 3. The Board authorizes a manufacturing equipment incentive in an amount not to exceed Three Hundred Thousand Dollars ($300,000), subject to the terms, conditions, performance requirements, and recapture provisions contained within the Performance Agreement.

Section 4. The Executive Director is hereby authorized to execute the Performance Agreement and any related documents, and to administer the Agreement in accordance with its terms.

Section 5. This Resolution shall become effective immediately upon its adoption.

PASSED AND APPROVED this 13th day of July, 2026.

LOCKHART ECONOMIC DEVELOPMENT CORPORATION

Chairman

Attest:

Holly Malish

Holly Malish, EDC Executive Dir

Approved as to form:

Board Attorney

EXHIBIT A

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT
Mill Scale LLC.

This Economic Development Incentive Agreement ("Agreement") is entered into by and between the Lockhart Economic Development Corporation, a Type-B economic development corporation (hereinafter called "LEDC") and Mill Scale LLC, a Texas limited liability, (hereinafter called "Mill Scale") otherwise known as the "Parties" to this Agreement.

RECITALS

WHEREAS, the Development Corporation Act of 1979, as amended (Section 501.001 et seq, Texas Local Government Code, formerly the Development Corporation Act of 1979) (the "Act") authorizes a development corporation to fund certain projects as defined by the Act and requires development corporations to enter into performance agreements to establish and provide for the direct incentive or make an expenditure on behalf of a business enterprise under a project; and

WHEREAS, Section 501.158 of the ACT requires an incentive agreement to provide at a minimum for a schedule of additional payroll or jobs to be created or retained and capital investment to be made as consideration for any direct incentives provided or expenditures made by the corporation under the agreement and to specify the terms under which repayment must be made if the business enterprise does not meet the performance requirements specified in the agreement; and

WHEREAS, Mill Scale desires to expand operations in Texas and purchase new equipment to use at 800 N. Commerce St, Lockhart TX 78644; and

WHEREAS, Mill Scale intends to add 6 new full-time employees (FTE) to the current 15 FTE with a total, minimum annual payroll of $750,000; and

WHEREAS, LEDC intends to provide a manufacturing equipment incentive sixty (60) days after the City of Lockhart City Council approves the Agreement and upon proof of purchase of the new equipment by Mill Scale pursuant to the terms of the Agreement.

WHEREAS, the addition of new equipment will contribute to the economic development of the City of Lockhart (the "City") by creating new jobs and increased employment, promoting and developing expanded business enterprises, increased development, increased real property value and tax revalue for the City, and will have both a direct and indirect positive overall improvement and stimulus in the local and state economy;

WHEREAS, the LEDC desires to offer incentives to Mill Scale to enable Mill Scale to increase tangible business personal property and workforce pursuant to this Agreement in

substantial conformity with Lockhart 2023 Targeted Business Strategy Refresh Plan and the Act; and

WHEREAS, the Parties are executing and entering into this Agreement to set forth certain terms and obligations of the Parties with respect to such matters; and

WHEREAS, the Parties recognize that all agreements of the Parties hereto and all terms and provisions hereof are subject to the laws of the State of Texas and all rules, regulations and interpretations of any or subdivision thereof at any time governing the subject matters hereof; and

WHEREAS, the Parties agree that all conditions precedent for this Agreement to become a binding agreement have occurred and been complied with, including all requirements pursuant to the Texas Open Meetings Act and all public notices and hearings; if any, have been conducted in accordance with Texas law; and

WHEREAS, on the Effective Date, the commitments contained in this Agreement shall become legally binding obligations of the Parties.

NOW, THEREFORE, in consideration of the mutual covenants, benefits and agreements described and contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and further described herein, the Parties agree as follows:

ARTICLE 1
RECITALS

1. Recitals. The recitals set forth above are declared true and correct by the Parties and are hereby incorporated as part of this Agreement.

ARTICLE II
AUTHORITY AND TERM

1. Authority. The LEDC's execution of this Agreement is authorized by the Act and constitutes a valid and binding obligation of the LEDC. The LEDC acknowledges that Mill Scale is acting in reliance upon the LEDC's performance of its obligations under this Agreement in making the decision to commit substantial money to the establishment of the Project, hereinafter established.

2. Term. This Agreement shall become enforceable upon the Effective Date, hereinafter established, and shall continue until the Expiration Date, hereinafter established, unless terminated sooner or extended by mutual agreement of the Parties in the manner provided for herein.

3. Purpose. The purpose of this Agreement is to formalize the agreements between Mill Scale and the LEDC for the manufacturing equipment incentive to assist with costs associated with the Project and specifically state covenants, representations of the Parties, and the incentives associated with Mill Scale's commitment to abide by the provisions of the Act and to abide by the terms of this Agreement which has been approved by the LEDC and Mill Scale as complying with the specific requirements of the Act. It is expressly agreed that this Agreement constitutes a single transaction. A failure to perform any obligation by Mill Scale may constitute a breach of the entire Agreement and terminate any further commitments (if any) by the LEDC unless an alternative penalty or remedy is provided for herein.

4. Administration of Agreement. Upon the Effective Date, the LEDC delegates the administration and oversight of this Agreement to the Director of the LEDC. Any proposed amendments to the Agreement shall require the approval of the Board of Directors of the LEDC.

ARTICLE III
DEFINITIONS

As used in this Agreement, the following terms shall have the meanings ascribed below. All undefined terms shall retain their usual and customary meaning as by common and ordinary usage.

"Annual Payroll" shall mean the total wages paid, exclusive of employee benefits, to Fulltime Employees at the Lockhart Facility

"Bankruptcy" shall mean the dissolution or termination of a Party's existence as a going business, insolvency, appointment of receiver for any party of such Party's property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

"Manufacturing Equipment Incentive" shall mean an incentive for a new equipment line in exchange for receipts and proof of payment not to exceed THREE HUNDRED THOUSAND DOLLARS ($300,000) from LEDC to Mill Scale; and

"Certificate of Occupancy" shall mean the signed certificate issued by City of Lockhart Permit Inspections Division permitting Mill Scale the right to occupy the Facility and confirming that the entire work covered by the permit and plans are in place.

"Default" shall mean failure by any Party to timely and substantially comply with any performance requirement, duty, or covenant if uncured within sixty (60) days of receiving written notice from any other Party.

"Effective Date" shall be the date of the last signature authorizing this agreement.

"Expiration Date" shall mean April 15, 2032, or such other date to which the Parties agree in writing.

"Facility" shall mean the property and improvements within the 6-acre property located 800 N. Commerce, Lockhart Texas, 78644.

"Force Majeure" shall mean any contingency or cause beyond the reasonable control of a party, including, without limitation, acts of God or the public enemy, war riot, civil corruption, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of a party), fires, explosions or floods, strikes, slowdowns or work stoppages

"Full-time employee" or "FTE" shall mean: (1) an employee with a regular work schedule of at least 40 hours per week as reported on the Texas Employers Quarterly Wage Report from the Texas Workforce Commission and (2) are entitled to at least the customary employer-sponsored employee benefits package afforded by the Mill Scale to its similarly situated employees at other locations.

"Project" shall mean the purchase of new equipment and creation of at least 6 new full-time employees; and

"State of Texas" shall mean the Office of the Texas Comptroller, or its successor; and

"Tangible Personal Property" shall mean real property improvements excluding building and land and tangible personal property, equipment, machinery, fixtures and inventory owned or leased by Mill Scale that is added to the Project subsequent to the execution of this Agreement and is accounted on the tax rolls by the Caldwell County Appraisal District.

ARTICLE IV
ECONOMIC DEVELOPMENT TERMS AND CONDITIONS

1. Manufacturing Equipment Incentive

Subject to the satisfaction of all the terms and conditions of this Agreement and the obligation of Mill Scale to repay the Manufacturing Equipment Incentive pursuant to Article V hereof, the LEDC agrees to provide Mill Scale with a Manufacturing Equipment Incentive not to exceed THREE HUNDRED THOUSAND DOLLARS ($300,000) for the creation of six (6) new FTE's as outlined in the Performance Table. The Manufacturing Equipment Incentive shall be paid to Mill Scale within sixty (60) days after receipt by the LEDC Director of proof of purchase by Mill Scale. Mill Scale must create and maintain the

minimum number of new jobs outlined in the Performance Table for the duration of the agreement.

Performance Table

Period Ending Dec 31	Full-Time Employees	Total Payroll for all jobs-	Minimum Tangible Personal Property	Certification Date
Year 1 - 2027	16	$606,000		15-APR-28
Year 2 - 2028	17	$634,800		15-APR-29
Year 3 - 2029	18	$663,600		15-APR-30
Year 4 - 2030	19	$692,400		15-APR-31
Year 5 - 2031	21	$750,000		15-APR-32

2. Current Revenue. The funds distributed hereunder shall be paid solely from funds lawfully available to the LEDC. Under no circumstances shall the obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. None of the obligations under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

3. Confidentiality. The LEDC, to the extent allowed by law, shall keep all tax information and documentation received, pursuant to this Agreement hereof, confidential. In the event a request is made for such information pursuant to the Texas Public Information Act, LEDC will not disclose the information unless required to do so by the Attorney General of Texas under the provisions of the applicable statutes.

4. Conditions Precedent. The obligation of the LEDC to pay funds in the form of a Manufacturing Equipment Incentive shall be conditioned upon Mill Scale successfully submitting proof of payment for the new equipment and the continued compliance with and satisfaction of each of the conditions set forth in this Agreement as reflected in the Performance Table above.

5. Annual Report. Mill Scale shall submit an Annual Report (an "Annual Report") for the preceding Calendar Year to the Executive Director of the LEDC each year not later than April 15th each year. The Annual Report should substantially conform to the Annual Report Form attached as Exhibit B to this Agreement along with a copy of IRS Form 941. The first Annual Report will be due April 15, 2028.

ARTICLE V
COVENANTS AND DUTIES

1. Mill Scale's Covenants and Duties. Mill Scale makes the covenants and warranties to the LEDC and agrees to timely and fully perform the obligations and duties contained in Article IV of this Agreement. Any false or substantially misleading statements contained herein or failure to timely and fully perform those obligations and duties within this Agreement shall be an act of Default by the Mill Scale.

(a) Mill Scale is authorized to do business and is in good standing in the State of Texas and shall remain in good standing in the State of Texas and the United States of America during any time of this Agreement and shall timely and fully comply with all of the terms and conditions of this Agreement to commence and complete the Project in accordance with the Agreement.

(b) The execution of this Agreement has been duly authorized by Mill Scale's Members, and the individual signing this Agreement is empowered to execute such Agreement and bind Mill Scale. Said authorization, signing, and binding effect is not in contravention of any law, rule, regulation, or of the provisions of Mill Scale's by-laws, or of any agreement or instrument to which Mill Scale is a party to or by which it may be bound.

(c) Mill Scale is not a party to any Bankruptcy proceedings currently pending or contemplated, and Mill Scale has not been informed of any potential involuntary Bankruptcy proceedings.

(d) To its current, actual knowledge, and subject to the Certificate of Occupancy (or other approvals and permits to be obtained under subpart (f) immediately below), Mill Scale has acquired and maintained all necessary rights, licenses, permits, and authority to carry on its business in the City and will continue to use its best efforts to maintain all necessary rights, licenses, permits, and authority.

(e) Mill Scale agrees to obtain or cause to be obtained, all necessary permits and approvals from the City and/or all other governmental agencies having jurisdiction over the construction of any improvements to the Facility and shall be responsible for paying, or causing to be paid, to the City and all other governmental agencies the cost of all applicable permit fees and licenses required for construction of the Project.

(f) Mill Scale shall cooperate with the LEDC in providing all reasonably requested information and documentation to assist the LEDC in its determination that Mill Scale is in compliance with this Agreement.

(g) During the term of this Agreement, Mill Scale agrees to not knowingly employ any undocumented workers as part of the Project, and, if convicted of a violation under 8 U.S.C. Section 1324a, Mill Scale shall be in Default and subject to the remedies set forth in this Agreement. Mill Scale is not liable for an unknown violation of this Section by a subsidiary, affiliate, or franchisee of Mill Scale or by a person with whom Mill Scale contracts provided however that identical federal law requirements provided for herein shall be included as part of any agreement or contract which Mill Scale enters into with any subsidiary, assignee, affiliate, or franchisee for which a Manufacturing Equipment Incentive provided herein will be used.

(h) Mill Scale shall prepare and maintain financial statements in accordance with generally accepted accounting principles in the United States of America as established by the Financial Accounting Standards Board and permit LEDC to visit, examine, audit, inspect, and make and take away copies or reproductions of Mill Scale's book of accounts and other records at mutually agreed upon times (provided, LEDC shall pay the reasonable fees and disbursements of any accountants or other agents of LEDC, selected by LEDC, for the foregoing purposes). Unless written notice of another location is given to LEDC, Mill Scale's books and records will be located at 800 N. Commerce, Lockhart, Caldwell County, Texas 78644.

(i) Mill Scale shall grant LEDC the right to review year-end financial statements to include balance sheet, operating statement and surplus reconciliation, together with an officer's certificate of compliance with this Agreement including computations of all quantitative covenants, as well as un-audited, interim financial statements, and promptly provide LEDC with such additional information, reports, or statements respecting its business operations and financial condition as LEDC may reasonably request in the event any performance objectives are not met as reported in the Annual Reports as required in Article IV, Section 5. To the extent that Mill Scale prepares audited year-end financial statements in the ordinary course of Mill Scale's business, Mill Scale shall grant LEDC the right to review the audited year-end financial statements.

(j) Mill Scale shall grant LEDC the right to periodically (and with reasonable advance notice) verify the terms and conditions of this Agreement including, but not limited to, the number of persons employed by Mill Scale as a result of the assistance provided hereunder, the number of hours each employee worked during the previous 12 months, and the cumulative payroll for Mill Scale's Lockhart operation.

2. LEDC's Covenants and Duties. The LEDC is obligated to pay Mill Scale an amount not to exceed THREE HUNDRED THOUSAND DOLLARS ($300,000) as a Manufacturing Equipment Incentive as set forth in Article IV.

3. Substantial Compliance and Default. Failure by any Party to timely and substantially comply with any performance requirement, duty, or covenant shall be considered an act of Default if uncured within sixty (60) days of receiving written notice from any other Party. Failure of Mill Scale to timely and substantially cure a default will give the LEDC the right to terminate this Agreement, as reasonably determined by the Board of Directors of the LEDC.

4. Recapture. In the event of Default by the Mill Scale, the LEDC shall, as its sole and exclusive remedy for Default hereunder, after providing Mill Scale notice and an opportunity to cure, have the right to recapture all Manufacturing Equipment Incentive amounts previously paid under this Agreement (as applicable, the "Recaptured Amount"). The Recaptured Amount shall be paid by the Mill Scale within one hundred twenty (120)

days after the date Mill Scale is notified by the LEDC of such Default (the "Payment Date") provided said Default was not cured. In the event the Recaptured Amount is not repaid by the applicable Payment Date, the unpaid portion thereof shall accrue interest at the rate of two percent (2.00%) per annum from the Effective Date until paid in full.

ARTICLE VI
TERMINATION

1. Termination. This Agreement shall terminate upon the earliest occurrence of any one or more of the following:

(a) The written agreement of the Parties;
(b) The Agreement's Expiration Date as defined in Article III; or
(c) Default by Mill Scale (at the option of the LEDC).

ARTICLE VII
DISPUTE RESOLUTION

1. In the event of any controversy or claim arising out of or relating to this Agreement or the breach of this Agreement, the parties shall attempt in good faith to resolve the same by good faith mediation before a mediator mutually agreed to by the parties.

2. In the event that the claim or controversy is not settled by mediation or any other alternative dispute resolution method agreed to by the parties, either party may file suit in a court of competent jurisdiction sitting in the State of Texas.

3. In any action, suit, or proceeding arising out of or relating to this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees, court costs, and out-of-pocket expenses (including those incurred in any appeal or in enforcing any judgment), to the extent permitted by law. 'Prevailing party' includes a party that obtains substantially the relief sought, including through dismissal with prejudice or summary judgment."

ARTICLE VIII
MISCELLANEOUS

1. Binding Agreement. The terms and conditions of this Agreement shall be binding on and inure to the benefit of the Parties, and their respective successors and assigns. The Executive Director of the LEDC shall be responsible for the administration of this Agreement and shall have the authority to execute any instruments, duly approved by the LEDC, on behalf of the Parties related thereto. Notwithstanding any other provision of this Agreement to the contrary, performance of either Party under this Agreement is specifically contingent on Mill Scale

obtaining a Certificate of Occupancy from the City and commencing operations at the Facility under the terms of this Agreement.

2. Mutual Assistance. The Parties will do all things reasonably necessary or appropriate to carry out the terns and provisions of this Agreement and to aid and assist each other in carving out such terms and provisions.

3. Representations and Warranties. The LEDC represents and warrants to Mill Scale that this Agreement is within its authority, and that it is duly authorized and empowered to enter into this Agreement, unless otherwise ordered by a court of competent jurisdiction. Mill Scale represents and warrants to the LEDC that it has the requisite authority to enter into this Agreement.

4. Assignment. Mill Scale shall have the right to assign all of its rights, duties, and obligations under this Agreement to a duly qualified third party' with prior written approval of the LEDC. Any assignment provided herein shall not serve to enlarge or diminish the obligations and requirements of this Agreement for a duly qualified third party approved by the LEDC. The LEDC may demand and receive adequate assurance of performance including the deposit or provision of financial security by any proposed Assignee prior to its approval of an assignment. In the event a duly qualified third-party Assignee is approved by the LEDC and provides adequate financial security to ensure performance of the obligations and requirements of this Agreement, Mill Scale shall be released from any remaining performance obligations and any indemnity obligations in the event of Default by the Assignee.

5. Notice. Any notice required or permitted to be delivered hereunder shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses or at such addresses provided by the parties in writing hereafter:

If intended for LEDC: Lockhart Economic Development Corporation
Attention: Executive Director of Economic Development
215 E Market Street
Lockhart, TX 78644

With a Copy To: Messer Fort
Attention: Bradford E. Bullock
4201 W. Parmer Lane
Ste C-150
Austin, TX 78644

If to the Mill Scale: Mill Scale Metalworks

Attention: Erik Larson
800 N. Commerce
Lockhart, TX 78644

With a Copy To: Stibbs & Co., P.C.
Attention: Taylor Nuttall
831 Crossbridge Drive
Spring, Texas 77373

Any Party may designate a different address at any time upon written notice to other Parties.

7. Governing Law. The Agreement shall be governed by the laws of the State of Texas, and the venue for any action concerning this Agreement shall be in the Courts of Caldwell County. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

8. Amendment. This Agreement may be amended by mutual written agreement of the Parties, as approved by the Board of Directors of the LEDC.

9. Legal Construction. In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions of this Agreement.

10. Interpretation. Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which Party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, whatever its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any Party.

11. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties that, in any manner, relates to the subject matter of this Agreement, except as provided for in any Exhibits attached hereto or duly approved amendments to this Agreement, as approved by the Board of Directors of the LEDC.

12. Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.

13 Exhibits. Any Exhibits attached hereto are incorporated by reference for all purposes.

14. Indemnification. ***MILL SCALE AGREES TO DEFEND, INDEMNIFY AND HOLD THE LEDC, ITS OFFICERS, AGENTS SERVANTS AND EMPLOYEES (EACH AN "INDEMNIFIED PARTY"), HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, ACTIONS, COSTS AND EXPENSES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, THOSE FOR PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING DEATH, THAT MAY ARISE OUT OF OR BE OCCASIONED BY (i) MILL SCALE'S DEFAULT WITH RESPECT TO ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT OR (ii) ANY NEGLIGENT ACT OR OMISSION OR INTENTIONAL MISCONDUCT OF MILL SCALE, ITS OFFICERS, AGENTS, ASSOCIATES, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS OR LESSEES, RELATED TO THE LAND, IMPROVEMENTS ON THE LAND, INCLUDING THE PROJECT IMPROVEMENTS AND ANY OPERATIONS AND ACTIVITIES THEREON, OR OTHERWISE TO THE PERFORMANCE OF THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, THE MILL SCALE SHALL NOT, HOWEVER, BE REQUIRED TO INDEMNIFY THE LEDC AGAINST CLAIMS CAUSED BY AN INDEMNIFIED PARTY'S NEGLIGENCE OR WILLFUL MISCONDUCT, AND IF THE LEDC INCURS CLAIMS THAT ARE CAUSED BY THE CONCURRENT FAULT OR NEGLIGENCE OF MILL SCALE AND AN INDEMNIFIED PARTY, MILL SCALE'S INDEMNITY OBLIGATION WILL BE LIMITED TO A FRACTION OF THE TOTAL CLAIMS EQUIVALENT TO MILL SCALE'S OWN PERCENTAGE OF RESPONSIBILITY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.***

TO THE EXTENT ALLOWED BY LAW, THE LEDC HEREBY RELEASES AND AGREES TO HOLD HARMLESS MILL SCALE, ITS OFFICERS, AGENTS, AFFILIATES AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LAWSUITS, ACTIONS, COSTS AND EXPENSES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO THOSE FOR PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING DEATH, THAT MAY RELATE TO, ARISE OUT OF OR BE OCCASIONED BY (i) THE LEDC'S DEFAULT WITH RESPECT TO ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT OR (ii) ANY NEGLIGENT ACT OR OMISSION OR INTENTIONAL MISCONDUCT OF THE LEDC, ITS OFFICERS, SERVANTS, AGENTS, ASSOCIATES, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS, RELATED TO THE LAND, IMPROVEMENTS ON THE LAND, INCLUDING THE PROJECT IMPROVEMENTS, AND ANY OPERATIONS AND ACTIVITIES THEREON, OR OTHERWISE TO THE PERFORMANCE OF THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, THE LEDC SHALL NOT, HOWEVER, BE REQUIRED TO INDEMNIFY MILL SCALE AGAINST CLAIMS CAUSED BY MILL SCALE'S NEGLIGENCE OR WILLFUL MISCONDUCT, AND IF MILL SCALE INCURS CLAIMS THAT ARE CAUSED BY THE CONCURRENT FAULT OR NEGLIGENCE OF MILL SCALE AND THE LEDC, THE LEDC'S OBLIGATION WILL BE LIMITED TO A FRACTION OF THE TOTAL CLAIMS EQUIVALENT TO THE LEDC'S OWN PERCENTAGE OF RESPONSIBILITY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

15. Additional Instruments. The Parties agree and covenant to cooperate, negotiate in good faith, and to execute such other and further instruments and documents as may be reasonably required to fulfill the public purposes provided for and included within this Agreement.

Executed on this day, 13th of July, 2026.

MILLSCALE, LLC

By: _____
Matthew Johnson, Manager

Lockhart Economic Development Corporation

By: _____
Alfredo Munoz, Chairman

Attest:

_____
Holly Malish, Executive Director

Approved as to Form:

_____
Brad Bullock, Attorney

Exhibit B
SAMPLE ANNUAL CERTIFICATION REPORT FORM
[SEE ATTACHED]

Exhibit B

Annual Certification Report

Reporting Period: January I to December 31, 20____

The Annual Certification Report for the Economic Development Performance Agreement between the City of Lockhart Economic Development Corporation and _____ is due on March 31,_____.

Please sign and return the Annual Certification Report form with **accompanying narrative and IRS Form 941.**

I. PROJECT INFORMATION

Company Legal Name: _____

Address (subject to incentive): _____

Company Primary Contact: _____ Title: _____

Phone: _____ Email: ad_____

II. REPORTING INFORMATION

Employment and Wage Information:

What is the total number of Full-Time Employees located at the Facility during the calendar year? _____

What is the current average wage at your facility? _____

What is the total Annual Payroll for the Lockhart Facility during the calendar year? _____

Investment Information:

What is the Company's Personal Property value for the reporting period? _____

Narrative: Please attach a brief narrative explaining the current year's activities and/or comments relating to any potential defaults.

III. ADDITIONAL INFORMATION (VOLUNARTY)

Employment:

Number of Full-Time Employees added in past year: _____

Number of employees that live in Lockhart, Texas: _____

Number of employees that live in Caldwell County, TX: _____

Interested in being contacted about workforce training opportunities? _____ Yes _____ No

Interested in being contacted for assistance with City permits? _____ Yes _____ No

IV. CERTIFICATION

I certify that, to the best of my knowledge and belief, the information and attachments provided herein are true and accurate and in compliance with the terms of the Economic Development Performance Agreement.

I further certify that the representations and warranties contained within the Agreement remain true and correct as of the date of this Certification, and _____remakes those representations and warranties as of the date hereof.

I further certify that the employment and wage information provided is true and accurate to the best of my knowledge and I can provide documentation from the Texas Workforce Commission to support my claim if so requested.

I understand that this Certificate is being relied upon by the LEDC in connection with the expenditure of public funds.

I have the legal and express authority to sign this Certificate on behalf of _____.

Name of Certifying Officer:_____ Certifying Officer's Title: _____

Phone Number: _____ E-Mail Address:_____

Signature of Certifying Officer:_____ Date: _____

STATE OF TEXAS x
COUNTY OF CALDWELL

This information was acknowledged before me on this day of by for _____., a Texas limited partnership, on behalf of said agency

_____
Notary Public, State of Texas

_____
Notary's typed or printed name

_____
My commission expires

The Annual Certification Report is to be completed, signed and returned on or before April 15, 20___Please send an original to the following address:

Attention: Economic Development Director
City of Lockhart Economic Development Corporation
215 E. Market St.
Lockhart, TX 78644

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: July 21, 2026

AGENDA ITEM CAPTION: Presentation and discussion regarding the Interlocal Agreement (ILA) with Capital Area Rural Transportation System (CARTS) for Fiscal Year 2026-2027.

ORIGINATING DEPARTMENT AND CONTACT: Finance -

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: On June 10, 2026, David Marsh, CARTS General Manager, submitted a funding request letter to staff for the City's Fiscal Year 2026-2027 budget for City Council consideration. CARTS is requesting $40,000 to be approved by City Council for the upcoming fiscal year.

Previously, City Council approved an Interlocal Agreement with CARTS in August 2023 to include a $20,000 contribution for Fiscal Year 2023-2024. In 2024, City Council approved the First Addendum to the ILA with CARTS to include a $30,000 contribution for Fiscal Year 2024-2025. Last year, City Council approved the Second Addendum to the ILA with CARTS to include a $40,0000 contribution for Fiscal Year 2025-2026.

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:

LIST OF SUPPORTING DOCUMENTS: CARTS - FYE 2027 Funding Request, CARTS Presentation 2026, CARTS - Third Addendum to ILA

June 10, 2026

Mayor Lew White
City of Lockhart
PO Box 239
Lockhart, TX 78644

THE CARTS DISTRICT
5300 Tucker Hill Ln
Cedar Creek, TX 78612

PO Box 2107
Bastrop, TX 78602-9107

512/481 1011
f 512/478 1110

RideCARTS.com

Regional transportation for the non-urbanized areas of Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis and Williamson counties.

Dear Mayor White:

The Capital Area Rural Transportation System (CARTS) formally submits this letter as a request for $40,000 to be included in the city budget for the upcoming fiscal year. These funds will be used to support transportation services in the City of Lockhart. CARTS, with your continued support, will continue its mission to provide safe, reliable transportation to our service area.

A CARTS representative is available to address the City Council during the budget process if you wish. We are happy to provide information to the council for consideration on the service provided to your citizens, just let us know.

On behalf of CARTS, and the people we serve in your city, thanks for the past assistance and for your consideration of this request

Let me know if I can provide additional information about our services prior to that time. You can contact me at (512) 505-5678 or Dave@RideCARTS.com.

Sincerely,

David Marsh
General Manager

cc: Commissioner Rusty Horne
cc: City Manager Joseph Resendez

Lockhart City Council

Budget Request & Service Update

July 2026 • CARTS partnership update

CARTS NOW • Country Bus • Interurban • Seniors • Veterans

Requested FY27 City Support: $40,000

Sustaining reliable local mobility while preparing for station, commuter, and electric fleet investments.

Budget request: what City support helps deliver

Local funds help keep service responsive and position Lockhart for new mobility opportunities.

FY27 budget request

$40K

Country Bus Caldwell

1,756 FY26 YTD

CARTS NOW Lockhart

29,760 Trips FY26 YTD

Interurban Coach 1516 Orange Route

866 FY26 YTD

Senior Free Rides

894 FY26 YTD

- Maintain local on-demand mobility for work, school, healthcare, errands, and daily needs.
- Support service planning, community outreach, and rider education as demand grows.
- Coordinate on station development, interim vehicle storage, charger placement, and future commuter options.
- Leverage regional funding partnerships that stretch local dollars further.

Council request: approve $40,000 in FY27 support and continue staff coordination on station, charger, and commuter planning.

Lockhart + Caldwell County

2026 service snapshot

Multiple services, one mobility network

CARTS is not a single service in Lockhart — it is a local, countywide, and regional mobility system.

CARTS *NOW* Lockhart

On-demand curb-to-curb rides within the Lockhart zone, Monday–Friday, 7 AM–7 PM.

Interurban Coach 1516

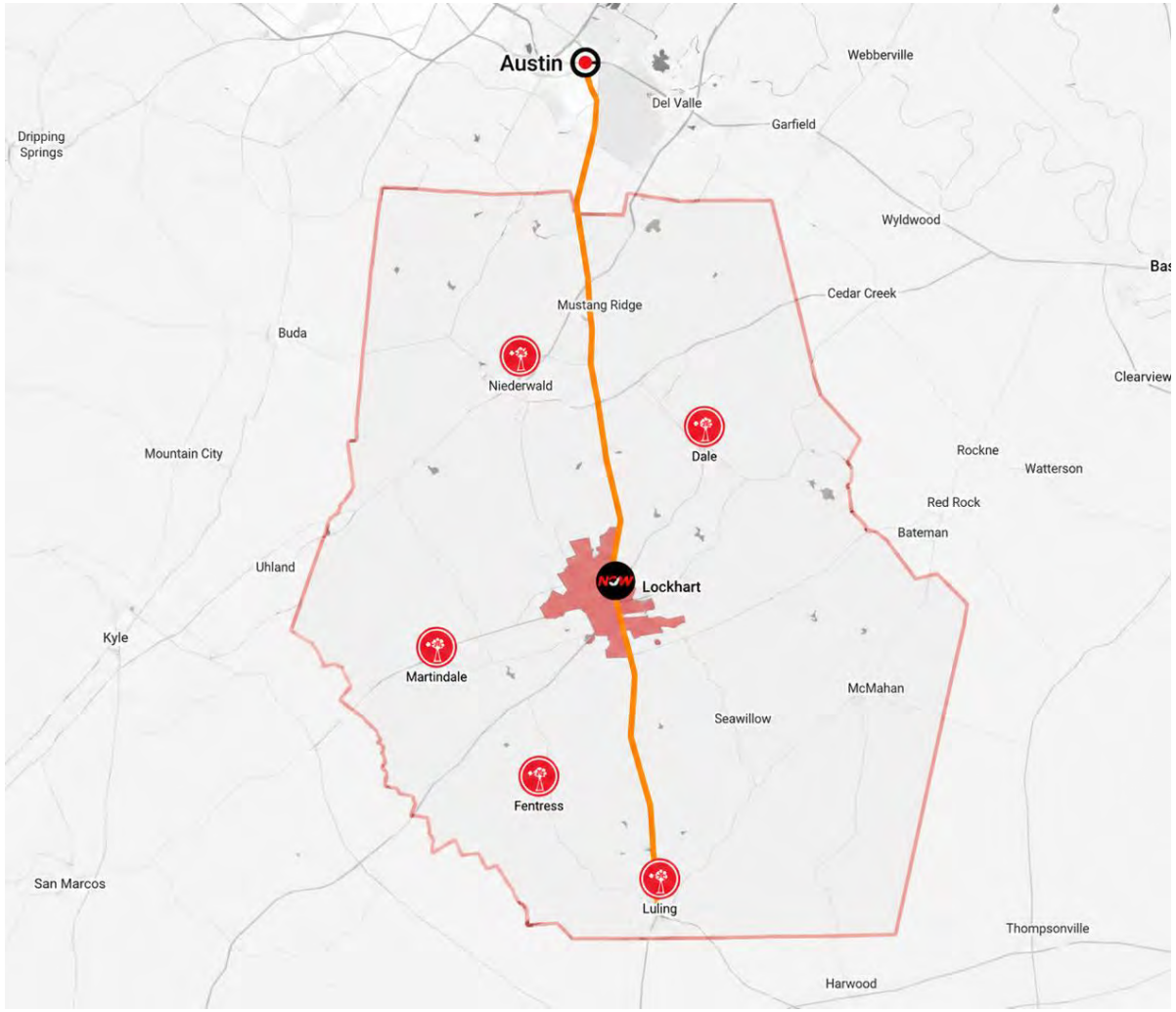
Austin ⇄ Lockhart ⇄ Luling connection, operating Mondays, Wednesdays, and Fridays.

Free Ride Partnerships

Seniors, veterans, and eligible riders connected through partner-funded fare support.

Country Bus On Demand

Caldwell County curb-to-curb service by reservation; supports riders beyond fixed-route service.

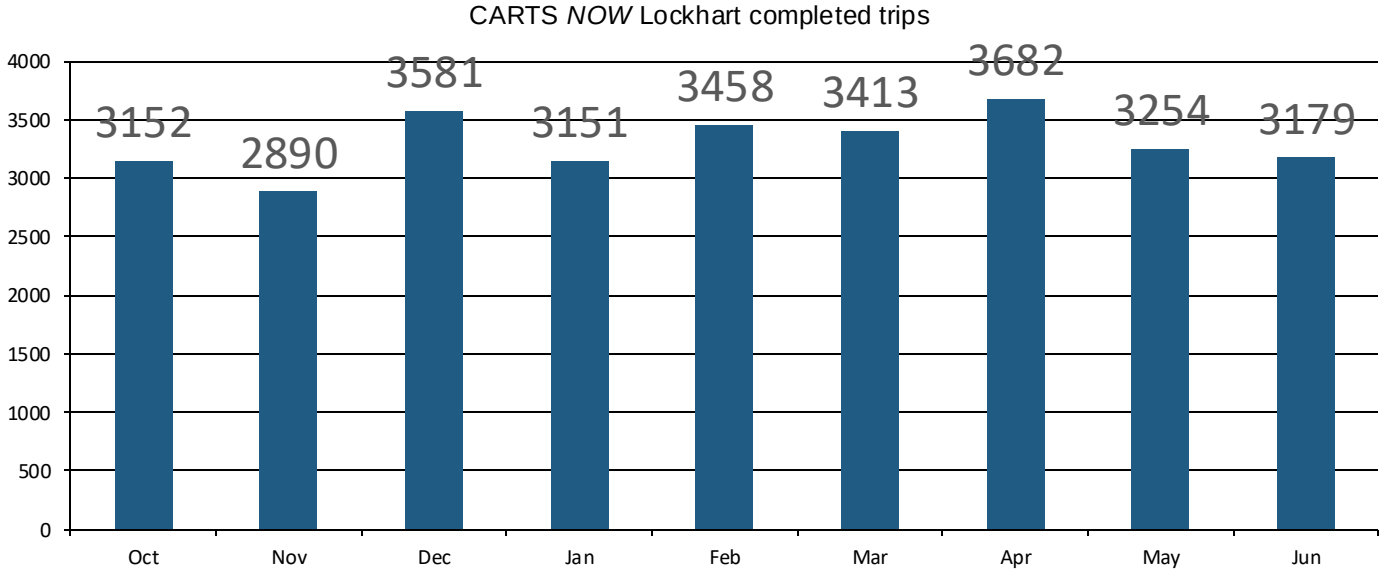


Ridership + reliability

CARTS *NOW* Lockhart

The **third vehicle** added last March helped move more riders and support strong daily demand.

FY26 YTD trips	June Trips	June Wheelchair	June App Booking	Daily Average Passenger Trips
29,760	3,179	212	73.96%	151 trips



- Lockhart remains one of CARTS' strongest on-demand zones.
- June service completed 3,179 trips with 212 wheelchair-accessible trips.
- Nearly three out of four June bookings were made through the app, while call-center access remains available.

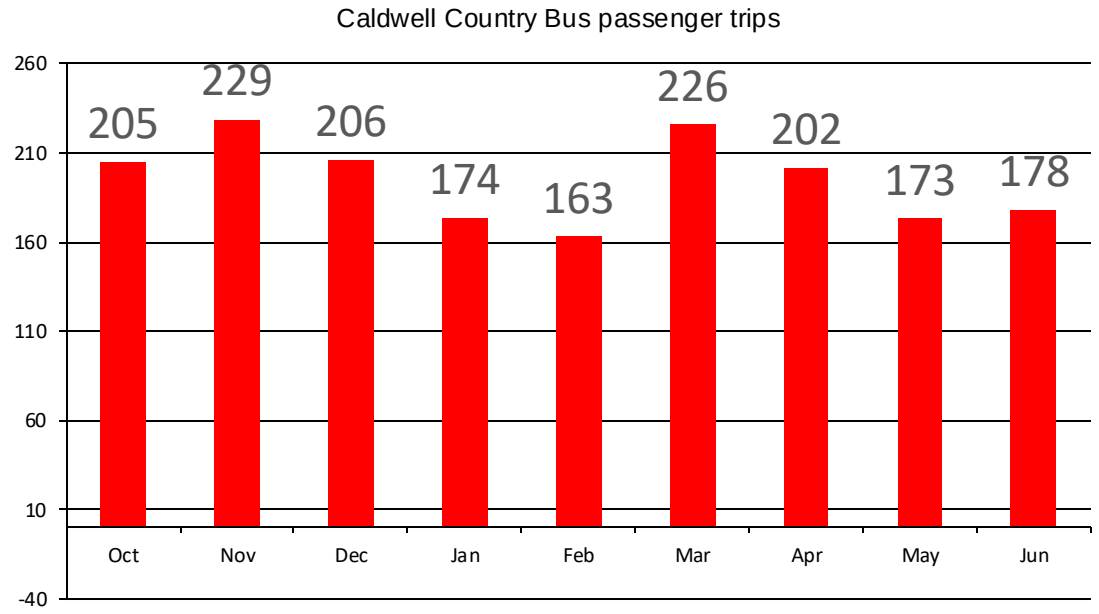
Takeaway: Lockhart riders are using the service heavily, booking digitally, and relying on it for accessible local trips.

Caldwell County Mobility

Country Bus On Demand

Country Bus fills the gaps beyond fixed routes and the Lockhart *NOW* zone.

FY26 YTD	June trips	Average Monthly Trips FY26 YTD	Median Wait Time
1,756	178	186	20.15 min.



Budget relevance: local support helps preserve flexible rural access while continuing to modernize booking through the CARTS App powered by Spare.

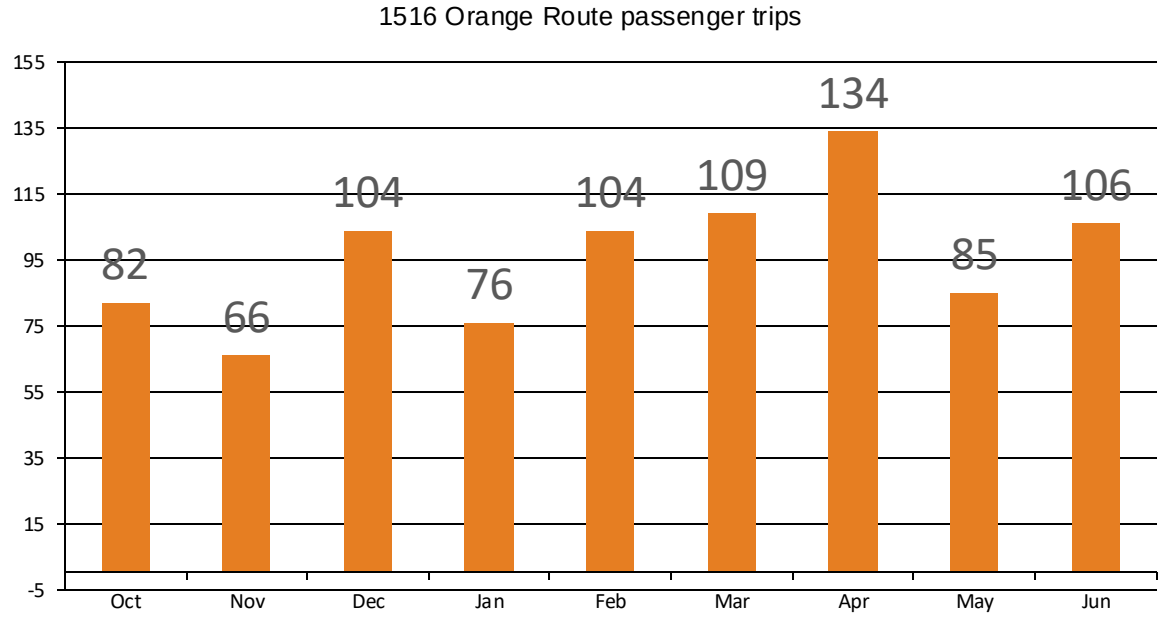
- Lockhart Country Bus ridership more than doubled year over year**, growing 114% from Jan–Jun 2025 to Jan–Jun 2026** after the new Spare-powered booking system was introduced.
- Route 403 Lockhart to San Marcos/Kyle grew from **54 trips in May to 97 trips in June**.
- Route 430 **Luling** continues to provide rural access for essential trips.
- Service supports seniors, riders with disabilities, veterans, and households without reliable transportation.

Austin ⇄ Lockhart ⇄ Luling

Interurban Coach 1516

Route 1516 links Lockhart, Luling, Austin, Eastside Bus Plaza, H-E-B, Walmart, and the VA Clinic.

FY26 YTD	April Peak	Fares	Service Days
866	134	$4 one way $6 All Day Pass	M/W/F



- Reliable regional service supports work, medical, veteran, and regular service into Austin making regional, local and other CARTS services
- Continued outreach can help rebuild awareness and ridership.
- Local partnership helps CARTS promote the route and connect riders to the full network.

Seniors + Veterans

Fare support partnerships

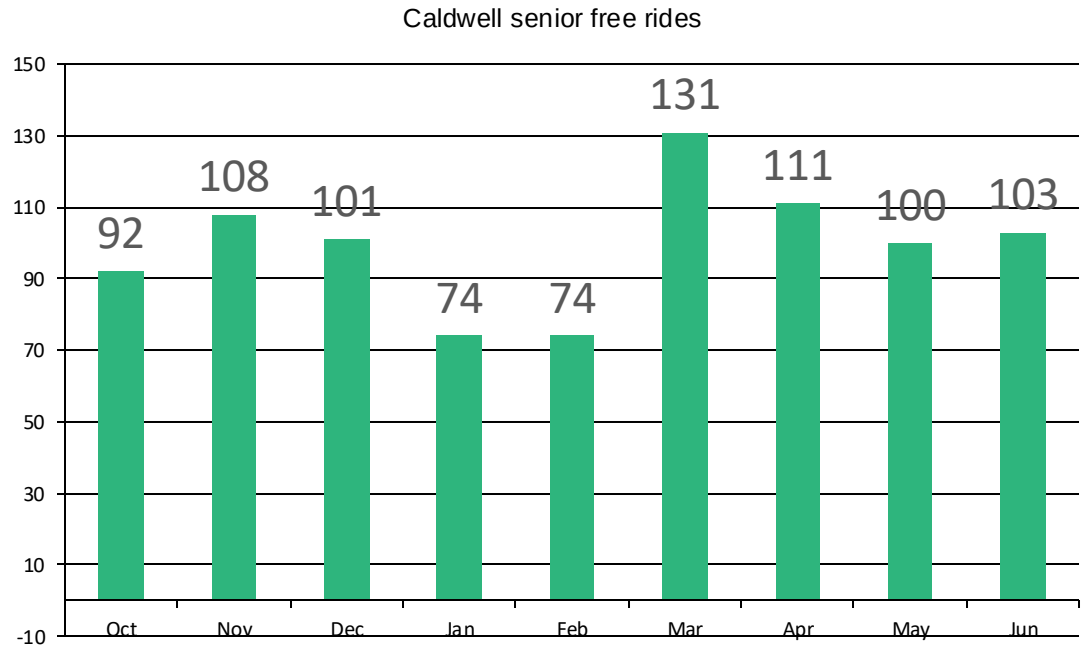
Free rides remove cost barriers for priority riders.

*"Thank you so much for yours and CARTS supporting those we help. In 2025, we assisted **507 clients**. That include Veterans, Military Service members, students and general adult populations."*

Sincerely, Tina Brooks ~ Board Secretary CCHC Field Office

CCHC

Caldwell Senior Free Rides	March peak	May senior rides	Eligibility
894	131	100	60+



- Partnership with Area Agency on Aging and CAPCOG supports residents 60+ with access to essential trips at no charge. PCA can attend passengers at no costs as well
- Veterans can connect to VA, medical, employment, and community services through CARTS and partner-supported ride options.
- Partnership focus: make sure eligible Lockhart and Caldwell County residents know these ride options are available.

Capital Area Aging & Disability Resource Center — An Initiative of the U.S. Department of Health and Human Services

Area Agency on Aging of the Capital Area

Capital Area Council of Governments — CAPCOG — Texas Planning Region 12

Rider Tools

Technology makes service easier to use

Digital adoption is growing while phone access remains available for riders who need it.

CARTS NOW Lockhart App	Call Center Booking	Transit App Users in June	Transit Planned Trips in June
73.96%	26.04%	369	604

- Riders can book **CARTS NOW** by app or phone.
- **Country Bus** riders can book same-day or advance trips through the CARTS App powered by Spare, web, or phone.
- **Transit app** supports regional trip planning across CARTS and partner systems, and now powers the trip planner on the CARTS website.
- **Token Transit** makes it easier to buy passes and distribute electronic passes for riders and partner programs.

Source note: CARTS NOW app percentage is Lockhart-specific for June; Transit app statistics are CARTS systemwide for May.

CARTS NOW — LOCKHART —

Lockhart Station Planning + Design

$450,000 TxDOT award for planning, engineering, and environmental review

Proposed downtown station location

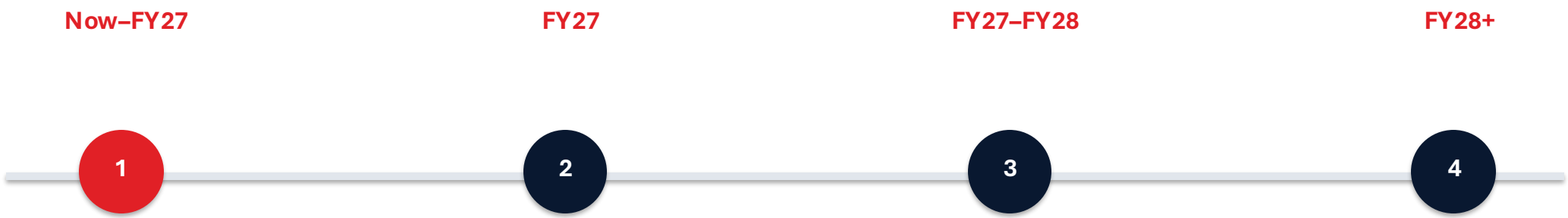
Conceptual future station

- 3 CARTS NOW vehicles currently *operate in Lockhart*
- CARTS is coordinating with the City on *interim bus parking and storage until the station is built*
- Future station will support CARTS NOW, Country Bus, and Interurban service
- Future phases will require construction funding and include EV charging infrastructure

From award to buildout

Station timeline + next funding steps

Design funds move the project toward construction readiness; construction funding is a future phase.



Confirm scope + site coordination

City coordination, interim bus parking/storage, and project setup.

Procure professional services

RFQ, selection, contract, project management and reporting.

Design + environmental

Planning, engineering, environmental review, utilities, access, and charger readiness.

Construction funding + buildout

Construction documents, estimates, funding applications, and future station construction.

Design award: $450,000 for professional services only — not construction.

Coordination with the City

Electric fleet + chargers

Lockhart is part of CARTS' move toward cleaner service.

Clean Fleet Direction	Charger Coordination	Station Readiness	Local Fleet
EV	City	Future	3 Vehicles

- Identify charging sites that support daily service without interrupting operations.
- Coordinate with City infrastructure, utilities, site access, and public facility planning.
- Align charging with station development and future commuter service opportunities.
- Use clean fleet investments to reduce operating emissions and support regional air quality goals.

City of Austin CPRG

Regional commuter coordination

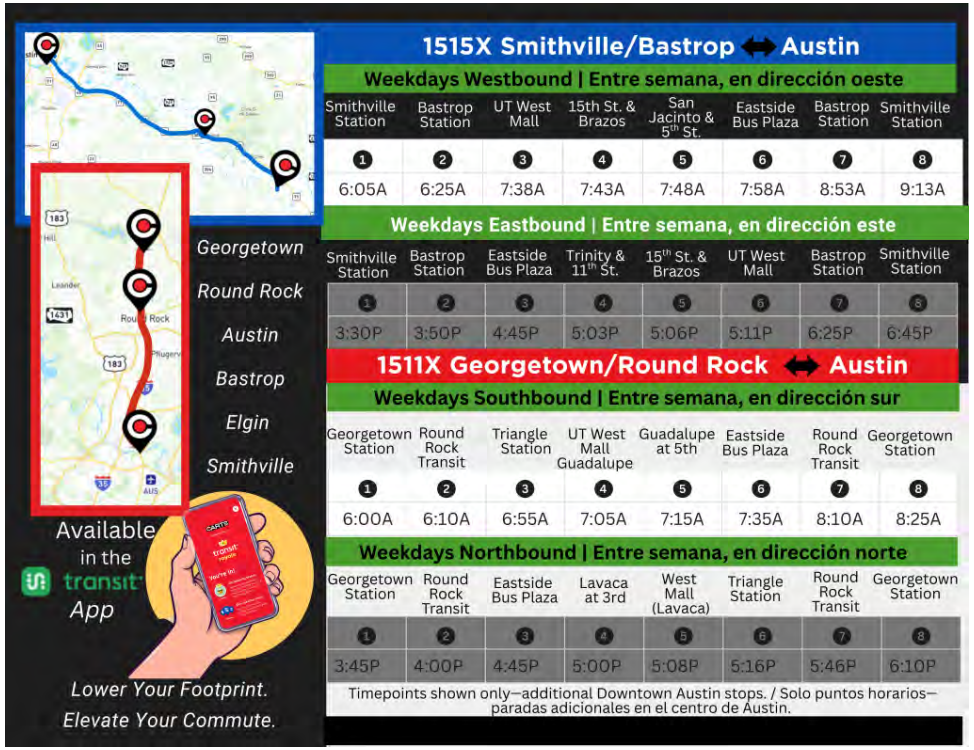
CARTS is working with the City of Austin on CPRG-funded commuter service.

Austin Transportation and Public Works

CLIMATE POLLUTION REDUCTION GRANTS
U.S. Environmental Protection Agency

The goal is cleaner, reliable commute options that reduce single-occupancy vehicle trips into Austin.

- CPRG funding supports regional commuter service planning and launch activities.
- CARTS is coordinating schedules, stops, rider information, and marketing with regional partners.
- The program strengthens CARTS' commuter service playbook for communities like Lockhart.
- Future Lockhart opportunities can build on the same regional route-planning, park-and-ride, and charger coordination framework.



Local support now helps Lockhart stay positioned for the next wave of commuter investment.

Council update

FY27 partnership priorities

What CARTS will deliver with continued City partnership.

1. Sustain Lockhart CARTS *NOW* service and monitor demand.
2. Promote Country Bus On Demand across Caldwell County.
3. Grow awareness and utilization of Interurban 1516.
4. Coordinate CARTS station next steps and city-facing decisions.
5. Advance interim vehicle storage, electric charger planning, and clean fleet readiness.
6. Promote free ride programs for seniors, homeless coalition, veterans, and eligible riders.

Request: approve $40,000 in FY27 support and continue staff coordination on station, charger, and commuter planning.

Thank you, Lockhart City Council

CARTS appreciates the City's continued partnership in building reliable, clean, and connected transportation options for Lockhart and Caldwell County.

Dana Platt
Community Engagement Director
Dana@RideCARTS.com • 512-505-5623
RideCARTS.com

Follow us on Social media @RideCARTS

CAPITAL AREA RURAL TRANSPORTATION SYSTEM

Local investment.
Regional leverage.
Daily mobility.

Lockhart
The BBQ Capital of Texas

THIRD ADDENDUM TO INTERLOCAL COOPERATION AGREEMENT BETWEEN CAPITAL AREA RURAL TRANSPORTATION SYSTEM AND THE CITY OF LOCKHART

WHEREAS, Capital Area Rural Transportation System ("CARTS") and the City of Lockhart ("City") entered a certain agreement entitled "Interlocal Cooperation Agreement Between The City of Lockhart and Capital Area Rural Transportation System" ("Agreement") on August 25, 2023, a true and correct copy of which is attached hereto as Exhibit "A"; and

WHEREAS, whereas, the City desires to enter into an addendum to that Agreement whereby the City and CARTS agree that the Agreement will continue on a month-to-month basis on the same terms and conditions after September 30, 2027; and

WHEREAS, the City desires to enter an addendum to that Agreement whereby the City agrees that it will increase the lump sum amount for payment of CARTS's services identified in Article IV to $40,000.00; and

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

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

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

Article II.
TERM

The term of this Agreement shall be for the period commencing on the Effective Date and ending on September 30, 2027, unless terminated earlier in accordance with applicable provisions herein. After September 30, 2027, this Agreement may continue in full force and effect on a month-to-month basis, on the same terms and conditions as are set forth herein, and is expressly agreed upon by the parties.

Article IV.
PAYMENT BY CITY FOR SERVICES

For CARTS' performance of services under this Agreement, City agrees to pay CARTS the lump sum amount of Forty Thousand and No/100 Dollars ($40,000.00). The payment schedule for the City's payment of the lump sum amount under this Agreement shall be made by the City to CARTS on January 30, 2027.

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

IN WITNESS WHEREOF, the parties hereto have executed this Second Addendum to the Interlocal Cooperation Agreement as of the _____ day of August 2026.

CITY OF LOCKHART, TEXAS

By _____
Lew White
Mayor, City of Lockhart

ATTEST:

By _____
Julie Bowermon,
City Secretary, City of Lockhart

APPROVED AS TO FORM:

By _____
Bradford E. Bullock,
City Attorney, City of Lockhart

CAPITAL AREA RURAL
TRANSPORTATION SYSTEM

By _____
David L. Marsh,
General Manager, Capital Area Rural
Transportation System

EXHIBIT A

INTERLOCAL AGREEMENT BETWEEN THE CITY OF LOCKHART AND CAPITAL AREA RURAL TRANSPORTATION SYSTEM

This **INTERLOCAL AGREEMENT** (this "Agreement") is made and entered by and between the CAPITAL AREA RURAL TRANSPORTATION SYSTEM ("CARTS"), a rural transit district and political subdivision organized under Chapter 458 of the Texas Transportation Code, and the CITY OF LOCKHART, TEXAS (the "City"), a home-rule municipality and political subdivision of the State of Texas.

RECITALS

WHEREAS, this Agreement is an interlocal agreement authorized and governed by Chapter 791 of the Texas Government Code; and

WHEREAS, CARTS and City are entities with statutory authority to enter into this Agreement, and have each entered into this Agreement by the action of their respective governing bodies in the appropriate manner prescribed by law; and

WHEREAS, CARTS and City have determined that it is in their mutual best interest and in the best interest of the public for the parties to provide certain affordable public transportation services, and further find that this Agreement will increase the efficiency and effectiveness of the parties' provision of those certain public transportation services; and

WHEREAS, CARTS and City desire to continue to participate in the funding for and provision of those certain public transportation services.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

I. FINDINGS

1.1 Recitals Incorporated. The recitals set forth above and herein are true and correct, and such recitals are incorporated herein for all purposes.

1.2 Effective Date. This Agreement will be effective on the latest date of execution by the parties hereto (the "Effective Date").

1.3 Current Revenue Provision. All monies paid by the parties under this Agreement shall be paid from current revenues available to the paying party.

1.4 Allowable Public Purpose. CARTS and the City agree that CARTS, through its services, accomplishes a public purpose that benefits the city.

II. TERM

The term of this Agreement shall be for the period commencing on the Effective Date and ending on September 30, 2024, unless terminated earlier in accordance with applicable provisions herein. After September 30, 2024, this Agreement may continue in full force and effect on a month-to-month basis, on the same terms and conditions as are set forth herein, only upon the express written mutual agreement of the parties.

III.
SERVICES TO BE PROVIDED BY CARTS

CARTS agrees to continue to provide its existing services to City as described on **Exhibit "A"** attached hereto and made a part hereof, being general public transportation for residents of City per its published schedule for the City of Lockhart.

IV.
PAYMENT BY CITY FOR SERVICES

For CARTS' performance of services under this Agreement, City agrees to pay CARTS the lump sum amount of Twenty Thousand and No/100 Dollars ($20,000.00). The schedule for City's payment of the lump sum amount under this Agreement shall be mutually agreed to by CARTS and City.

V.
TERMINATION

Either party may terminate this Agreement without cause upon thirty (30) days' prior written notice to the other party. If one party determines that the other party is in default under this Agreement, the non-defaulting party will notify the defaulting party in writing of such default, and if the default is not cured within thirty (30) days from the date of such notice, then the non-defaulting party may, in addition to any other remedies available to such party at law or in equity, terminate this Agreement upon written notice. Any failure by the non-defaulting party to enforce this Agreement with respect to one or more defaults by the defaulting party will not waive the non-defaulting party's ability to enforce this Agreement after that time. Upon termination of this Agreement pursuant to this Article V, all obligations of the parties under this Agreement shall cease and City shall only be required to pay for those services provided by CARTS up to the date of such termination.

VI.
MISCELLANEOUS

6.1 Amendment. This Agreement shall not be altered, waived, amended, or extended without the parties' prior written agreement.

6.2 Assignment. All provisions of this Agreement shall be binding upon the parties and each of their respective successors and assigns. Neither party shall assign its rights and obligations under this Agreement to any other party without the express prior written consent of the other party.

6.3 Notice. All notices and other communications in connection with this Agreement shall be in writing and shall be deemed delivered upon deposit in the U.S. mail, with postage prepaid, certified mail, return receipt requested, addressed to the recipient's address as stated herein. Notice given in any other manner shall be deemed effective only if and when received by the party to be notified.

CITY:

City of Lockhart, Texas

308 W. San
Antonio

PO Box 239
Lockhart, Texas 78644
Attn: Steven Lewis, City Manager

CARTS:

Capital Area Rural Transportation
System Post Office Box 6050
Austin, TX 78762
Attn: David Marsh, General Manager

A party may change its address for notice by written notice to the other party as herein provided.

6.4 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

6.5 Prior Written Agreements. This Agreement is without regard to any and all prior written contracts or agreements between City and CARTS regarding any other subject or matter, and does not modify, amend, ratify, confirm or renew any such other prior contract or agreement between the parties.

6.6 Entire Agreement. This Agreement, and all appended documents, constitutes the entire agreement between the parties hereto regarding the subject matter hereof.

6.7 Parties Independent Contractors. City and CARTS are independent contractors. Except as expressly provided herein, no partnership or joint venture is intended to be created by this Agreement, nor any principal-agent or employer-employee relationship.

Except to the extent expressly provided herein, neither party has and neither party shall attempt to assert the authority to make commitments for or to bind the other party to any obligation.

6.8 No Waiver. The parties to this Agreement are governmental entities under state law and nothing in this Agreement waives or relinquishes the right of the parties to claim any exemptions, privileges and immunities as may be provided by law.

6.9 Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

6.10 Headings. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

6.11 Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date above first written, when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

6.12 Insurance. CARTS agrees to maintain in full force and effect all forms of insurance required by applicable local, state and federal regulatory authorities in at least the minimum amounts prescribed by those authorities. CARTS shall furnish written certificates of such coverage to the City upon request. The City shall be named as an additional insured under all policies for such required insurance.

6.13 Indemnification. To the extent allowed by law, a party will defend, indemnify, and hold harmless the other party for all claims and damages arising from the alleged acts or omissions of the party's employees or contractors. However, nothing in this Agreement shall require a party to establish an interest and sinking fund in connection with its indemnity obligations hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective undersigned duly authorized officers on the dates set forth below, to be effective as of the Effective Date.

CITY:

CITY OF LOCKHART, TEXAS

By: Lew White Name: LEW WHITE Title: MAYOR

Date Signed: 8/15/23

FOR CITY, ATTEST:

By: Julie Bowerman

JULIE BOWERMAN, City Secretary

FOR CITY, APPROVED AS TO FORM:

By:

Monte Akers, City Attorney

CARTS:

CAPITAL AREA RURAL TRANSPORTATION SYSTEM

By:

David L. Marsh, General Manager

Date Signed: August 25, 2023

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: July 21, 2026

AGENDA ITEM CAPTION: Discuss an Agreement with Matador Gruppo, LLC for the Lockhart's Last Drop Cycling Event to be held October 3-4, 2026, and authorizing the Mayor to execute the Agreement.

ORIGINATING DEPARTMENT AND CONTACT: Downtown & Tourism - Tiffany Padilla

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: The City has received a proposal from Matador Gruppo, LLC, organizer of the Lockhart's Last Drop Cycling Event, to host a two-day cycling festival in Lockhart on October 3-4, 2026. The proposed event is intended to promote tourism, showcase downtown Lockhart, support local businesses, and generate economic activity through a combination of competitive cycling races, recreational rides, and family-friendly activities.

The proposed event includes a downtown criterium bicycle race, community and competitive 5K, youth cycling activities, live music and entertainment, vendor activations, and a Sunday Gran Fondo ride originating from the Mill Scale area. Portions of the event would require temporary street closures, use of public rights-of-way, and coordination with City departments to ensure public safety and minimize impacts to residents, businesses, and visitors.

The proposed Agreement establishes the responsibilities of both the City and the Organizer regarding event operations, public safety, insurance, traffic control, resident and business notification, cleanup, and indemnification. The Agreement also requires the Organizer to submit final traffic control, emergency management, medical, operations, and communication plans for City review and approval prior to the event. Approval of the Agreement does not waive any applicable permits or regulatory requirements, all of which must be satisfied before the event may proceed.

If approved, the Agreement authorizes the Organizer to continue planning for the 2026 event, subject to final approval of operational plans and compliance with all applicable federal, state, and local requirements. The Agreement applies only to the 2026 event and does not authorize future events without separate City Council approval.

PROJECT SCHEDULE (if applicable):

- July 21, 2026 – City Council consideration of the Agreement.
- August–September 2026 – Review and approval of required operational, safety, traffic control, and communication plans.
- October 3-4, 2026 – Lockhart's Last Drop Cycling Event.

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

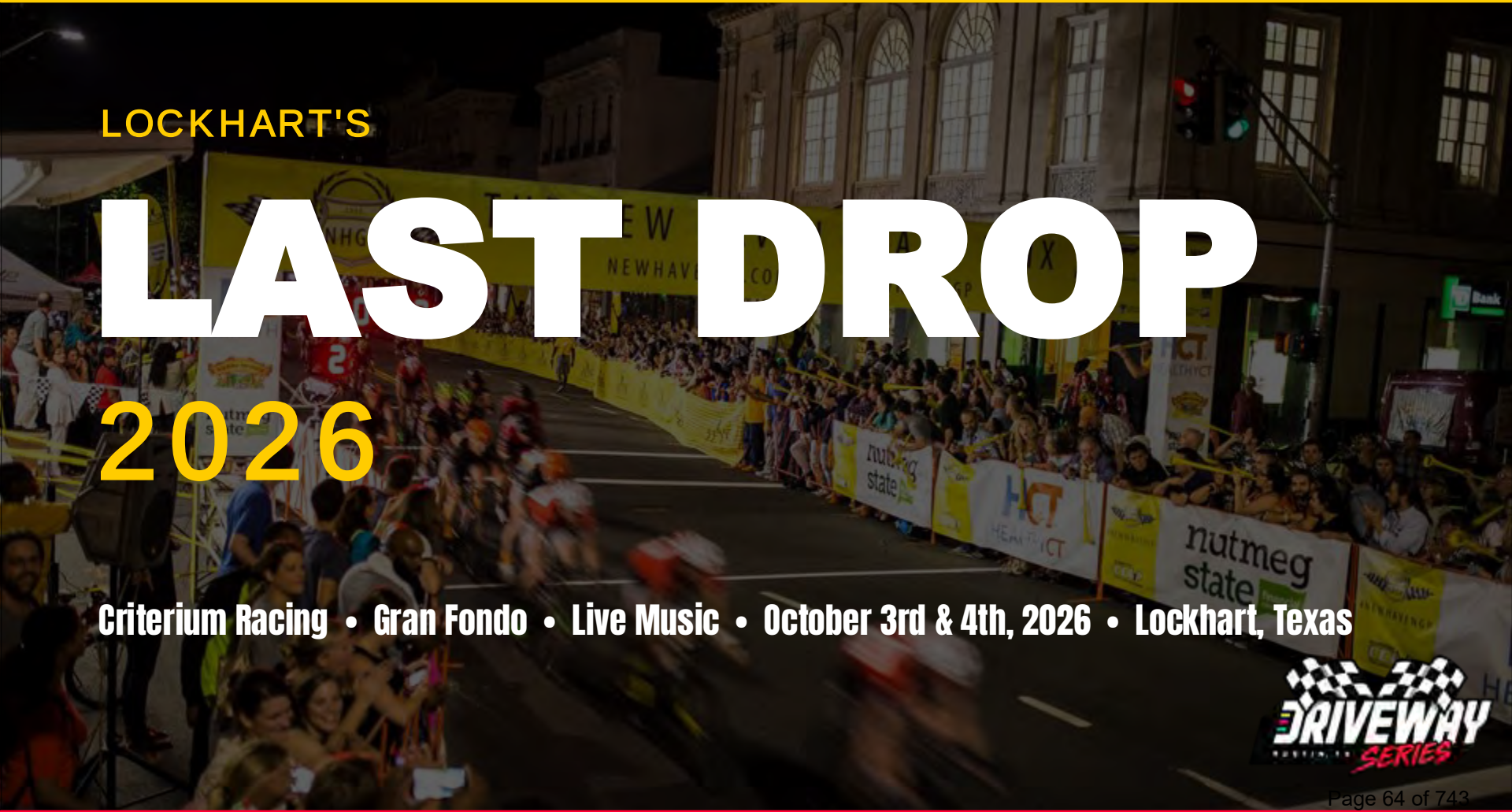
FISCAL NOTE (if applicable): The proposed Agreement does not obligate the City to provide financial assistance beyond any in-kind services expressly approved by the City. Any City support will be coordinated through existing departmental resources and in accordance with the Agreement.

PREVIOUS COUNCIL ACTION: N/A

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends approval of agreement.

LIST OF SUPPORTING DOCUMENTS: Last Drop In Lockhart - Presentation, Last Drop in Lockhart, Last Drop Cycling Event Agreement


LOCKHART'S
LAST DROP
2026
Criterium Racing • Gran Fondo • Live Music • October 3rd & 4th, 2026 • Lockhart, Texas
DRIVEWAY SERIES

WHAT IS A

CRITERIUM?

A criterium — or "crit" — is a high-speed bicycle race held on a short, closed circuit. Riders complete dozens of laps, keeping spectators locked in on the action from start to finish.

Short Circuit
.65 mile loop · 4 corners

High Speed
30+ mph pack speeds

Spectator Friendly
See the whole race from one spot

Lap Format
60–90 minutes of continuous racing

RACING IN THE HEART OF DOWNTOWN

Tight corners. Blazing speed. Spectators inches from the action. The Lockhart criterium puts your brand front and center in a festival atmosphere that lasts all day.

THE PROPOSAL

A FULL DAY OF CYCLING AND COMMUNITY ENERGY IS COMING TO LOCKHART WITH THE LAST DROP BIKE FESTIVAL. ANCHORED BY A SIGNATURE BREAKFAST CLUB GRAVEL FONDO AND HIGH-SPEED PROFESSIONAL CRITERIUM RACING THROUGH DOWNTOWN, THE EVENT BRINGS ELITE COMPETITION AND SPECTATOR EXCITEMENT TO THE HEART OF THE CITY.

DESIGNED FOR EVERYONE, THE DAY ALSO FEATURES A 5K FOR LOCAL PARTICIPATION AND A LIVE MUSIC STAGE THAT TURNS DOWNTOWN INTO A VIBRANT FESTIVAL ATMOSPHERE. THE LAST DROP IS MORE THAN AN EVENT—IT'S THE BEGINNING OF A PREMIER ANNUAL TRADITION THAT WILL DRIVE TOURISM, SUPPORT LOCAL BUSINESSES, AND SHOWCASE LOCKHART AS A CYCLING DESTINATION.

EVENT IMPACT

Criteriums have a festival atmosphere often paired along with music, art, fairs. The events are often paired with local health initiatives, and can include kids bike races and larger mass start cycling events.

The economic impact can be immediately felt by surrounding business and hotels as most racers choose to stay overnight in the area for the following days festivities.

CHALLENGE
CANCER

THE SCHEDULE

CRITERIUM RACING & 5K - SATURDAY

- DOWNTOWN CRIT RACING 1:00-8:00PM
- KIDS RACE
- 5K PRESENTED BY THE LOOP
- AFTER PARTY WITH BANDS AT LOCAL BUSINESS

BREAKFAST CLUB GRAN-FONDO - 8:00 AM SUNDAY

- 20, 40, 70 MILE ROUTE OPTIONS
- PROFESSIONALLY TIMED
- CELEBRATION LUNCH AT KREUZ MARKET

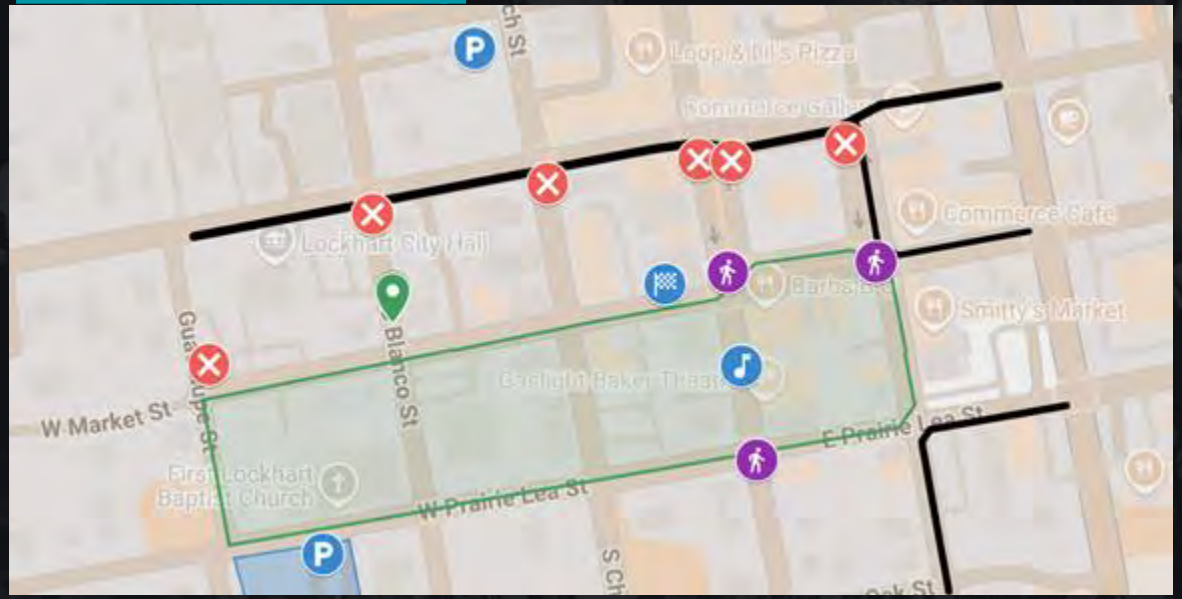
Race	Start	Distance
Cat 4-5	12:30 pm	35 min
Cat 3-4	1:15 pm	45 min
Masters Men +50	2:05 pm	45 min
Kids Races	3:25 pm	25 min
Womens P 1-2-3	4:00 pm	50 min
Community & Competitive 5k	5:00 pm	40 min
Mens Pro 1-2	5:50 pm	65 min

ELIEL
Suoq Squad

THE COURSE - CRITERIUM

.65 Miles, 4 corners in the heart of Downtown!

[Full interactive map]

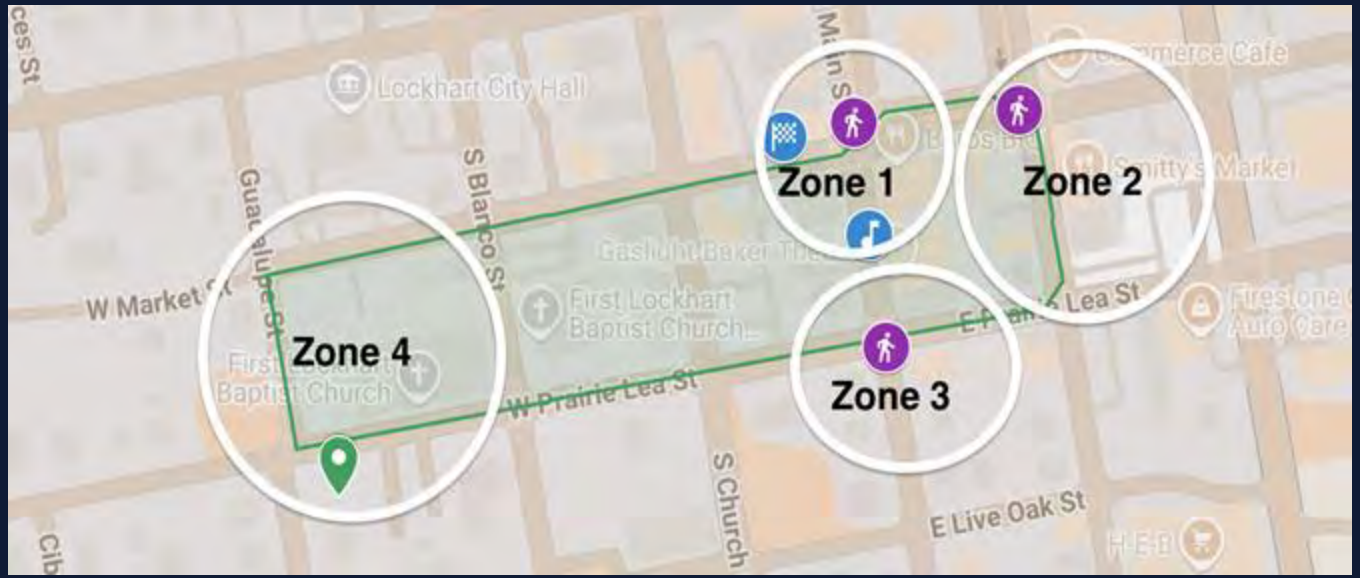


THE COURSE - CLOSURE

Course Closure in Phases

- **Phase 1: No Parking signs 48 hrs in advance**
- **Phase 2: Fencing place 7:00am Race Day**
  - **Traffic permitted until 11am**
- **Phase 3:Full Closure to traffic 12:00 - 7:15pm**
  - **Traffic can still flow around the square going east west via Old San Antonio. Certain left and right turns on the course can be made.**
  - **Multiple staffed crosswalks along the course for safe pedestrian access**

Traffic Control Plan · Lockhart Downtown Criterium



LEGEND

- **Race course** — Counterclockwise
- **Crowd fencing** — Full perimeter
- **Road closure** — No vehicle access
- **Crosswalk** — Controlled crossing
- **Start / Finish** — W Market & S Blanco
- **Zone boundary** — 4 zones assigned
- **Crossing leader** — 8 positions

CROSSING LEADER POSITIONS

- CL-1 Guadalupe & W Market St
- CL-2 W Prairie Lea & Guadalupe
- CL-3 W Prairie Lea & S Blanco
- CL-4 W Prairie Lea & S Church
- CL-5 E Prairie Lea & S Main
- CL-6 E Market & S Main (NE corner)
- CL-7 W Market & S Blanco (S/F)
- CL-8 W Market St (mid-north)

Traffic Control Plan · Roles & Protocols

ROAD CLOSURES

- W San Antonio St — closed from Guadalupe to S Main
- Guadalupe St — closed between W San Antonio & W Market
- No through traffic on S Main between San Antonio & Market
- Barricades at all 6 marked closure points
- Signage 300 ft in advance of each closure
- Detour: use S Commerce St or E Live Oak St as alternates

CROSSING LEADER DUTIES

- CL-1/2: Guadalupe St — hold & release peds between laps
- CL-3/4: Prairie Lea south straight — mid-block pedestrian gap
- CL-5: E Prairie Lea & S Main — heaviest foot traffic
- CL-6: NE chicane corner — no crossing during active racing
- CL-7: Start/Finish — clear zone 5 min before each wave
- CL-8: N straight mid — marshal spectators behind fencing
- All CL positions: radio check every 30 min with Zone Leader
- Wear high-vis vest; carry stop/go paddle

EMERGENCY PROTOCOLS

- Primary emergency access: W San Antonio St (north corridor)
- Secondary access: S Main St from E Live Oak heading north
- Race neutralization signal: 3 airhorn blasts from Race Director
- On neutralization: all CL positions hold pedestrians immediately
- EMS staging: Lockhart Church of Christ parking lot (SW corner)
- Contact: Race Director → Event Director → Zone Leader chain
- 911 first; then notify Race Director via radio channel 1
- Do not reopen closures until Race Director confirms clear

All personnel must have completed safety briefing before race start · Zone Leaders carry printed copy of this plan

Top-level positions

RD Race Director

Full event day

Full name

Phone

Personal email

Radio channel

Signature

Date

ED Event Director

Full event day

Full name

Phone

Personal email

Radio channel

Signature

Date

LD Location Director

Full event day

Full name

Phone

Personal email

Radio channel

Signature

Date

Zone Leaders — all positions

ZL-1
Zone Leader 1

Shift A
12:00 pm – 2:50 pm

Full name

Phone

Signature Date

Shift B
2:50 pm – 7:10 pm

Full name

Phone

Signature Date

ZL-2
Zone Leader 2

Shift A
12:00 pm – 2:50 pm

Full name

Phone

Signature Date

Shift B
2:50 pm – 7:10 pm

Full name

Phone

Signature Date

ZL-3
Zone Leader 3

Shift A
12:00 pm – 2:50 pm

Full name

Phone

Signature Date

Shift B
2:50 pm – 7:10 pm

Full name

Phone

Signature Date

ZL-4
Zone Leader 4

Shift A
12:00 pm – 2:50 pm

Full name

Phone

Signature Date

Shift B
2:50 pm – 7:10 pm

Full name

Phone

Signature Date

Crossing Leaders — all positions

CL-1 Guadalupe & W Market	CL-2 Guadalupe & Prairie Lea	CL-3 Prairie Lea & S Blanco	CL-4 Prairie Lea & S Church	CL-5 E Prairie Lea & S Main	CL-6 E Market & S Main	CL-7 W Market & S Blanco (S/F)	CL-8 W Market mid-north
Shift 1 12:00–2:50 pm	**Shift 1** 12:00–2:50 pm	**Shift 1** 12:00–2:50 pm	**Shift 1** 12:00–2:50 pm	**Shift 1** 12:00–2:50 pm	**Shift 1** 12:00–2:50 pm	**Shift 1** 12:00–2:50 pm	**Shift 1** 12:00–2:50 pm
Name	Name	Name	Name	Name	Name	Name	Name
Phone	Phone	Phone	Phone	Phone	Phone	Phone	Phone
Sig. Date	Sig. Date	Sig. Date	Sig. Date	Sig. Date	Sig. Date	Sig. Date	Sig. Date
Shift 2 2:50–5:00 pm	**Shift 2** 2:50–5:00 pm	**Shift 2** 2:50–5:00 pm	**Shift 2** 2:50–5:00 pm	**Shift 2** 2:50–5:00 pm	**Shift 2** 2:50–5:00 pm	**Shift 2** 2:50–5:00 pm	**Shift 2** 2:50–5:00 pm
Name	Name	Name	Name	Name	Name	Name	Name
Phone	Phone	Phone	Phone	Phone	Phone	Phone	Phone
Sig. Date	Sig. Date	Sig. Date	Sig. Date	Sig. Date	Sig. Date	Sig. Date	Sig. Date
Shift 3 5:00–7:10 pm	**Shift 3** 5:00–7:10 pm	**Shift 3** 5:00–7:10 pm	**Shift 3** 5:00–7:10 pm	**Shift 3** 5:00–7:10 pm	**Shift 3** 5:00–7:10 pm	**Shift 3** 5:00–7:10 pm	**Shift 3** 5:00–7:10 pm
Name	Name	Name	Name	Name	Name	Name	Name
Phone	Phone	Phone	Phone	Phone	Phone	Phone	Phone
Sig. Date	Sig. Date	Sig. Date	Sig. Date	Sig. Date	Sig. Date	Sig. Date	Sig. Date

ADDITIONAL QUESTIONS

- **Responsibility for barricade placement, setup, and teardown**
  a. Fencing & crowd control will be contracted to Cadence Sports. Road closure barricades to be placed by city staff in accordance with local guidelines
- **Police and public safety involvement**
  a. Police to serve as on square and closed intersections for traffic control
- **Portable restroom locations**
  a. Restrooms will be located in 3 locations, totalling 15 toilets with 2 hand wash stations per group
- Coordination needs with downtown operations and businesses
  a. The goal of the event is to incorporate as many local businesses as possible to have a festival-like atmosphere around the bike race.

THE FONDO

SUNDAY MORNING, HUNDREDS OF CYCLISTS TAKE TO THE BACKGROUNDS OF CALDWELL COUNTY LEAD BY *THE BREAKFAST CLUB*. DEPARTING FROM MILL SCALE ON 3 DIFFERENT ROUTES, RANGING FROM 25-80 MILES WITH SUPPORTED AID STATIONS, CULMINATING WITH COMPLIMENTARY KREUZ BBQ.

GRAN FONDO
WORLD SERIES
JACKSONVILLE, AL
UNITED STATES
Sweet Home Alabama
Alabama Backroads
2017
WELLS FARGO

Gran Fondo

THE IMPACT

THIS EVENT IS PROJECTED TO GENERATE OVER $100,000 IN DIRECT VISITOR SPENDING IN A SINGLE DAY, WITH A TOTAL ECONOMIC IMPACT EXCEEDING $160,000 WHEN ACCOUNTING FOR SECONDARY EFFECTS. THESE DOLLARS FLOW DIRECTLY INTO LOCAL RESTAURANTS, LODGING, AND SMALL BUSINESSES, REINFORCING LOCKHART'S POSITION AS A DESTINATION WHILE DELIVERING MEASURABLE ECONOMIC RETURN TO THE COMMUNITY.

*BASED ON AVG. RACE AND FONDO TURNOUT

ECONOMIC IMPACT

Total Attendance (racers)	Moderate Spend	High Spend
Low Estimate 400	$50,000	$67,000
High Estimate 700	$70,000	$94,000

*Using standard 1.5-1.8x tourism spend

CONTACT

RACE DIRECTOR: CHRIS.TOLLEY@DRIVEWAYSERIES.COM

WWW.DRIVEWAYSERIES.COM

APRIL 26TH | AUSTIN, TX

WRONG TURN

CRITSTATE CHAMPIONSHIPS

OVER $2500 in cash payout

CAPITOL CHEVROLET

DRIVEWAY SERIES

AUSTIN, TX

2025

PRESENTED BY...

TREK

THE METEOR

CASTELLI

BY THE RACERS, FOR THE RACERS

AUSTX Rambler SPARKLING WATER

BEST DAY BREWING

HOUSTON-FISH BICYCLING LAW

SARIS

DR UECKERT & ASSOCIATES

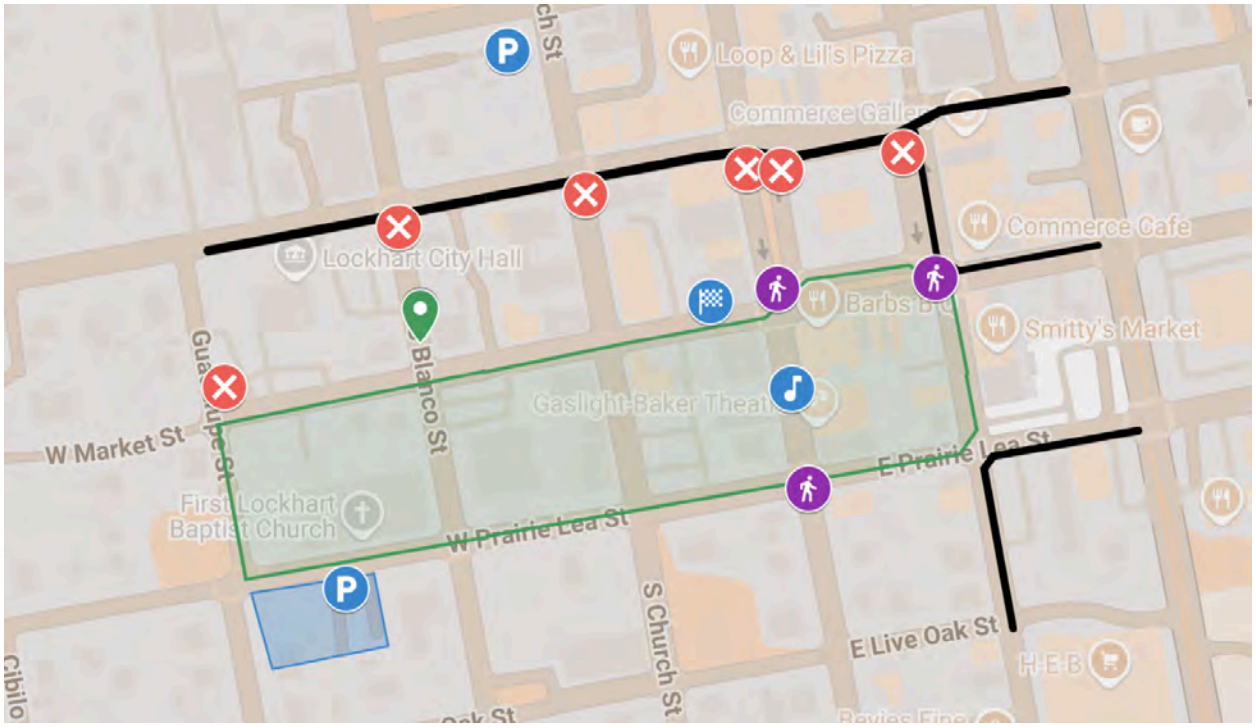
WATKINS INSURANCE GROUP Clint Bradford

FRONKS

Revised Course Proposal

We are currently refining the revised criterium course based on City staff and City Council feedback. The google map linked here is a working site-plan.

https://www.google.com/maps/d/u/0/edit?mid=1oFuhyQoPf05IMYofLioMmHhGhU9BcWc&ll=29.791972624052008%2C-97.57981740000001&z=11



Proposed October Weekend

Our preferred weekend is October 3–4, 2026.
This timing aligns best with the regional cycling calendar, athlete travel schedules, and anticipated weather conditions.

Event Documentation

We are assembling the following documentation for City review:

- Sample event permits are attached
- Certificate of Insurance (COI) for City of Austin attached
- Traffic control plans - Example from Wrong Turn, our most recent race
- Barricade and fencing layouts - included in the google map
- Emergency action and medical plans - example safety plan attached. Would be modified to include Masur Building as the HQ.
- Live stream production specifications - Outsourced to Zodiac Productions, featuring 4-5 cameras located at key course sections as well as a drone, along with a 9x12ft jumbo tron.
- Vendor and expo layouts - included in the Google Map.
- Sample race operations timelines - Timeline document for events are attached.
- Public communication examples for residents and businesses - Mailer included, this was sent to all businesses mailing addresses and residents on the course.

Site Walk Coordination

We agree that a site walk is an important next step. During the walkthrough, we would like to review:

- Proposed race course operations
- Fence and barricade placement
- Resident and business access points
- Old San Antonio Street constraints
- Emergency vehicle access
- Controlled pedestrian crossing locations
- Team/vendor staging areas
- Spectator flow and safety considerations

We are available to coordinate dates with City staff in the coming weeks.

Venue and Parking Logistics

We are currently evaluating the following operational components:

- Downtown square usage - Closure of Square will be required, but through access on San Antonio is permitted. Cars traveling West on Market and Prairie Lea will be able to make left and rights respectively.

- Team and expo staging - Staging for racers will be on S. Blanco St north of the course. Athlete parking will utilize the Lockhart Church of Christ lot.
- Church lot rental opportunities - Church of Christ
- Mill Scale staging and activation - Staging and Fondo depart will be used at Millscale.
- Kreuz BBQ provided for Fondo racers.
- City park reservation needs - 5/3 parking and 5/4 full rental.
- VIP and production parking - Masur Building and bank adjacent
- Athlete and spectator overflow parking - church parking lot for athlete parking.

We will provide a consolidated venue and parking proposal as planning progresses.

Road Closure Window & Race Schedule

Our current concept includes a limited-duration downtown closure focused around race operations rather than a full-day closure whenever feasible.

The proposed event schedule currently includes:

Race	Start	Distance
Cat 4-5	1:00 pm	35 min
Cat 3-4	1:45 pm	45 min
Masters Men +50	2:35 pm	45 min
Kids Races	3:30 pm	25 min
Womens P1-2-3	4:00 pm	50 min
Community & Competitive 5k	5:00 pm	40 min
Mens Pro 1-2	5:50 pm	60 min

We would close the road in phases. The finish line stretch along Market st would be closed in the morning as it requires the most set up. The course would be 75% fenced off by the afternoon, but traffic could still be flowing across the course and on Prairie Lea st until 10:30am-11:00am. We'd then have the full closure in place.

No Parking along the course will be the more pressing issue. Key race areas will need No Parking after midnight, and we can cone/sign accordingly. We always try to avoid towing where possible.

We will continue refining the schedule in coordination with downtown operational needs and City feedback.

Gran Fondo Route Review

The routes for the Gran Fondo are indicated on the map.

50 Mile Route: https://www.strava.com/routes/3489609563196935922

70 Mile Route: https://www.strava.com/routes/3489613217579774706

Volunteer & Staffing Plan

We are developing a volunteer and staffing plan that may include support from:

- Local cycling organizations
- Scouts and community groups
- Fire department coordination
- Parking volunteers
- Corner marshals
- Crossing coordinators
- Registration and hospitality staff

We also intend to establish volunteer training and communication procedures prior to race weekend. We have a rotating group of volunteers that are familiar with race operations.

Sponsorships, Entertainment & Production

We are actively exploring partnerships and activations involving:

- Event sponsors
- Local venues and restaurants
- Live music partnerships
- Live stream production
- LED/video screen logistics

- Audio/visual requirements
- Power distribution needs
- Downtown fan engagement opportunities

Our goal is to create an event atmosphere that benefits both participants and the local community.

Newport News Reference Contact

I have shared this contact with Jose earlier this week. Below is his contact information.

Ralph L. (Bo) Clayton III
Deputy City Manager – ICMA-CM
City of Newport News
2400 Washington Avenue
Newport News, VA 23607
claytonrl@nnva.gov
Office: 757-926-8411

Please let us know if there are any additional materials or information that would be helpful as discussions move forward.

Best,

Charlie Thames
Chris Tolley

STATE OF TEXAS) (

COUNTY OF CALDWELL) (

AGREEMENT FOR LOCKHART'SLAST DROP CYCLING EVENT

This Agreement for Lockhart's Last Drop Cycling Event ("Agreement") is entered into by and between the City of Lockhart, Texas, a Home-Rule municipality located in Caldwell County, Texas ("City"), and David Tolley/Matador Gruppo, a Texas, LLC ("Organizer"). The City and Organizer may be referred to individually as a "Party" and collectively as the "Parties."

Recitals

1. The City Council of Lockhart desires to promote events in the City that are of interest to and benefit residents, expand tourism, support local businesses, and create economic opportunities for the City and community.
2. Organizer desires to produce and conduct a cycling event known as Lockhart's Last Drop 2026 / Last Drop Bike Festival (the "Event") in Lockhart on October 3-4, 2026, including downtown criterium bicycle racing, a community and competitive 5K, a kids race, live music or related entertainment, and a Sunday Gran Fondo departing from the Mill Scale area.
3. The proposed Event includes a high-speed criterium bicycle race on a short, closed downtown circuit of approximately 0.65 miles with four corners, with anticipated pack speeds of 30+ mph and multiple race categories.
4. The proposed Event is intended to create a festival-like atmosphere in downtown Lockhart, incorporate local businesses, and generate measurable tourism and local economic activity.
5. City approval of this Agreement does not waive any permit, safety, insurance, traffic control, inspection, public safety, sound, vendor, alcohol, park reservation, or other requirement imposed by federal, state, or local law, City ordinance, City policy, or direction of the City Manager or designee.

Agreement

In consideration of the mutual covenants contained herein, the sufficiency of which is acknowledged, the City and Organizer agree as follows:

1. **Permission to Use City Property and Public Right-of-Way.** Subject to City Council approval, final permit approval, final route approval, and the terms of this Agreement, the City grants Organizer the limited right to use the City streets, sidewalks, public parking areas, plazas, and other public areas identified in the final approved site plan, route map, traffic control plan, and permit documents (collectively, the "Property") for the Event.

The Saturday criterium and 5K are anticipated to occur in the downtown area on Saturday, October 3, 2026, with downtown criterium racing currently proposed from approximately 1:00 p.m. to 8:00 p.m., subject to final City Council approval.

The Sunday Gran Fondo is anticipated to occur on Sunday, October 4, 2026, beginning at approximately 8:00 a.m., with route options and public right-of-way use subject to final City and, if applicable, county or state approval.

The approved Property, route, closure locations, staging areas, parking areas, vendor/expo areas, pedestrian crossings, restroom locations, spectator areas, production areas, and emergency access points as shown in Exhibit A attached to this Agreement and incorporated in herein for all purposes.

Nothing in this Agreement limits the City's authority to maintain infrastructure, respond to emergencies, close or reopen streets in the interest of public safety, alter the approved traffic control plan, or require removal or relocation of any structure, equipment, vehicle, vendor, staging item, fencing, sign, barrier, or activation.

2. **Term and No Future-Year Commitment**. This Agreement is for the 2026 Event only and does not grant approval for the Event to occur in future years, at other times, or in other locations. Any future event shall require separate review and approval by the City.

3. Event Components. The Event may include the following components, subject to final approval by the City Manager or his designee and all applicable permits:

- Downtown criterium bicycle races with multiple race categories.
- Kids race or related youth cycling activity.
- Community and competitive 5K activity presented or coordinated by an approved partner.
- Festival-style local business activation, vendors, expo space, sponsor activations, music, amplified sound, and related programming.
- Sunday Gran Fondo ride, professionally timed if applicable, with route options currently described as approximately 20, 40, and 70 miles or such other distances as approved in the final route plan.
- Sunday staging/departure activity from the Mill Scale area, supported aid stations, and post-ride food or celebration activity, including possible partnership with Kreuz Market.

4. Final Plans Required Before Event. Organizer shall submit final versions of the following documents in a form acceptable to the City Manager or his designee no later than sixty [60] days before the Event, unless the City Manager or designee approves a different deadline in writing. The City may require earlier submission of items involving street closures, public safety, emergency services, or outside agency approvals.

- Final event schedule and operations timeline, including setup, fencing, closure, race, 5K, entertainment, teardown, and reopening times.
- Final criterium course map, 5K route map, Gran Fondo route maps, and all turn-by-turn route information.
- Final site plan showing staging, vendor/expo areas, team areas, production areas, VIP/production parking, spectator zones, restrooms, handwashing stations, trash locations, water locations, command post/headquarters (HQ), and emergency access points. The

proposal currently contemplates modification of the emergency plan to include the Masur Building as the HQ.

- Final traffic control plan prepared or reviewed by a qualified traffic control professional, showing road closure points, Type III barricades, signage, channelizing devices, detours, police posts, crosswalks, pedestrian crossings, resident/business access points, and emergency access routes.
- Final safety management plan, emergency action plan, medical plan, severe weather plan, and incident communication plan, including the proposed Event HQ/command location.
- Final volunteer and staffing plan, including corner marshals, crossing coordinators, registration staff, parking volunteers, hospitality staff, radio/communication plan, volunteer check-in, training, supervision, and post assignments.
- Final public communication plan for residents and businesses along and near the route, including notice method, mailing or hand-delivery plan, notice language, timing, contact information, and a process for handling complaints or requests for access.
- Final insurance certificates as set forth Section 13 of this Agreement, endorsements, participant waiver language, sanctioning documentation, and proof of any required licenses or permits.
- Final production plan for amplified sound, live stream production, LED/video screen, drone usage, electrical needs, generators, cabling, lighting, and related safety protections.
- Final plan for portable restrooms, handwashing stations, waste collection, cleanup, recycling if any, and post-event restoration.
- Copies of agreements or written permissions for use of any non-City property, including the Lockhart Church of Christ property, Mill Scale property, Masur Building, bank-adjacent parking, private vendor areas, production areas, and any other private locations.

5. **Route, Closures, Access, and No-Parking Areas.** The Parties acknowledge that road closures, route impacts, and resident/business access will be primary issues for City review and public safety coordination. Organizer shall not close, block, cone, fence, barricade, reserve, or otherwise restrict any street, sidewalk, alley, driveway, parking space, loading area, or public area except as expressly authorized in the final approved traffic control plan and City permit.

- The current concept includes a phased closure plan: no-parking signage approximately 48 hours in advance; no-parking restrictions in key race areas beginning after midnight on race day; placement of fencing beginning at approximately 7:00 a.m. on race day; a morning closure of the finish-line stretch along Market Street if needed for setup; partial fencing while allowing traffic to flow where feasible; and full closure during the core race window. The full closure window is currently anticipated to be no later than 12:00 p.m. to approximately 7:15 p.m., subject to final City approval.
- The current concept indicates that through traffic on San Antonio Street should remain available to the extent approved by the City, with traffic flow around the square and certain turning movements preserved where feasible.

- Organizer shall identify and staff multiple controlled pedestrian crossing points along the course and shall coordinate all crossing locations with the City, law enforcement, fire/EMS, and the traffic control provider.
- Organizer shall prepare alternative route or closure options in case the City Council, City Manager, law enforcement, fire/EMS, or traffic control reviewer determines that any proposed closure, residential impact, business impact, or access restriction is unacceptable.
- Organizer shall avoid towing whenever possible, but all no-parking areas, towing contingencies, notice requirements, and enforcement procedures must be reviewed and approved by the City before implementation.

6. Resident and Business Impact Mitigation. Organizer shall make reasonable efforts to minimize impacts to residents, property owners, tenants, churches, downtown businesses, local deliveries, customers, emergency access, parking, and ordinary downtown operations.

- Organizer shall provide advance notice to all residents and businesses on or materially affected by the route, closure areas, no-parking areas, staging areas, and detour areas. Unless otherwise approved by the City, notice shall be provided at least fourteen [14] days before the Event and again during the week of the Event.
- Notices shall include the Event date, closure windows, no-parking windows, access restrictions, pedestrian crossing points, detour or alternate access information, contact information for Organizer, and a City contact if designated.
- Organizer shall maintain a process for receiving, tracking, and responding to resident and business concerns before, during, and after the Event.
- If a business or resident claims a material access or operational impact due to the Event, Organizer shall be responsible for documenting the concern, working toward reasonable mitigation, and addressing any compensation or resolution directly. The City shall not be responsible for compensating businesses, residents, property owners, tenants, vendors, or other third parties for Event-related impacts.
- Organizer shall coordinate with local businesses and venues to encourage lawful and safe participation in the festival atmosphere, while ensuring no business activation interferes with the approved racecourse, pedestrian safety, emergency access, or public right-of-way requirements.

7. Safety Management, Emergency Action, and Medical Plan. Organizer shall be responsible for safe operation of the Event and shall provide all staffing, plans, equipment, contractors, communications, and training necessary to meet or exceed applicable industry standards for criterium bicycle racing, 5K activity, Gran Fondo rides, festival operations, and special events.

- The Event shall be sanctioned by USA Cycling or another sanctioning body acceptable to the City, if required or represented by Organizer, and Organizer shall provide proof of sanctioning before the Event.
- Organizer shall designate an Event Director, Race Director, Safety Director, Traffic Control Supervisor or liaison, Medical Coordinator, Volunteer Coordinator, Production Coordinator,

and City liaison. Organizer shall provide City the names and contact information of the proceeding designees at least thirty (30) days prior to the Event.

- Organizer shall coordinate with law enforcement, fire, EMS, and City staff regarding emergency vehicle access, incident response, emergency crossing procedures, and command communication.
- Organizer shall provide or contract for appropriate on-site medical services, EMS support, first aid, and emergency transport coordination in a form acceptable to the City and provide such information at least thirty (30) days prior to the Event.
- Organizer shall identify an Event HQ/command location subject to City approval and availability.
- Organizer shall maintain radio or comparable communications for race operations, public safety coordination, corner marshals, crossing coordinators, medical, traffic control, and Event leadership.
- Organizer shall ensure that volunteers and staff are trained regarding their assignments, communication procedures, emergency procedures, course access restrictions, and public interaction expectations.

8. Barricades, Fencing, Traffic Control, and Police. Organizer shall be responsible for coordinating and paying for all fencing, racecourse safety barriers, crowd-control materials, traffic control services, signage, and related equipment unless expressly listed as an approved City service in *Exhibit B* attached to this agreement and incorporated herein for all purposes.

- If Organizer contracts fencing and crowd control to a third party vendor, Organizer shall ensure vendor is qualified, insured, and coordinated with City staff.
- Organizer shall be responsible for providing and installing traffic control devices through an approved vendor.
- Traffic control devices shall be in good condition and may include Type III barricades, ROAD CLOSED signs, SPECIAL EVENT AHEAD signs, detour signage, channelizing devices, and other devices required by the final traffic control plan.
- Police officers shall be posted at the square and closed intersections for traffic control as required by the City, with costs allocated as stated in Exhibit B or otherwise required by permit.
- Organizer shall ensure that all race fencing, crowd-control fencing, barricades, cones, signs, cables, mats, truss, tents, screens, generators, and related equipment are installed, maintained, and removed safely and promptly.

9. **City Services and In-Kind Support.** The City may provide certain in-kind services for the Event only as approved by City Council, the City Manager, or their designee and as listed in *Exhibit B.* No City service, equipment, staff time, fee waiver, road closure, police support, park use, facility use, trash service, restroom support, electrical support, or other in-kind contribution is authorized unless expressly approved in writing.

- Approved City services, if any, may include staff coordination, permit coordination, police support, street closure support, access to City facilities or parking, trash coordination, or other items listed in *Exhibit B*.
- The City may modify, reduce, condition, or withdraw in-kind services if required for public safety, staffing limitations, emergency response, budgetary limitations, legal compliance, or failure of Organizer to meet deadlines or requirements.

10. Organizer Services and Responsibilities. Organizer shall provide, at no cost to the City unless otherwise expressly approved in Exhibit B, all services, staffing, materials, contractors, licenses, permits, and equipment necessary to plan, produce, operate, and conclude the Event safely and lawfully, including:

- Race Director, Assistant Race Director, officials, timing/scoring personnel, registration staff, announcer, corner marshals, crossing coordinators, volunteer coordinator, course setup coordinator, and cleanup coordinator.
- Timing and scoring equipment, race radios, race signage, sponsor signage, race numbers, awards/trophies, participant communications, and Event operations materials.
- Fencing and crowd-control contractor, racecourse safety barriers, wheel pit/mechanics area, team areas, production areas, and safe spectator layout.
- Medical services, first-aid staffing, EMS coordination, and emergency action plan implementation.
- Portable restrooms and handwashing stations. The current proposal contemplates three restroom locations totaling fifteen toilets, with two handwashing stations per restroom group, subject to final City approval.
- Vendor/expo layout, vendor coordination, food/beverage coordination, waste management support, and any required health, alcohol, or vendor permits.
- Live stream and production services.
- Public notices and communications to affected residents and businesses.
- Written permissions for use of private property, including staging and parking areas.
- Post-event cleanup, removal of materials and equipment, and restoration of affected public property.

11. Parking, Staging, and Venue Logistics. Final parking, staging, and venue logistics shall be approved by the City and incorporated into *Exhibit A* or a final operations plan. Current planning concepts include:

- Downtown square usage, with the square closure required for race operations while preserving through access on San Antonio Street if approved.
- Team and expo staging on South Blanco Street north of the course.
- Athlete parking at the Lockhart Church of Christ lot, subject to written permission from the property owner.
- Mill Scale staging and Gran Fondo departure, subject to written permission from the property owner.

- VIP and production parking at or near the Masur Building and adjacent bank property, subject to City and/or property owner approval.
- Athlete and spectator overflow parking at church or other approved lots.
- City Park use or reservation only if requested, approved, and properly reserved under City procedures.
- Organizer will recognize the support of the City of Lockhart by adding the City logo to all promotional material and organizer will hang banner(s) with the City of Lockhart logo at the Start/Finish line and/or event hub.

12. Production, Entertainment, Vendors, and Amplified Sound. Organizer shall obtain all required permits and approvals for live music, amplified sound, stages, tents, truss, video screens, generators, cabling, lighting, food or beverage vendors, alcohol service, merchandise sales, sponsor activations, and other Event production elements. Organizer shall ensure all production elements comply with fire, building, electrical, accessibility, public safety, and City requirements. Any drone use shall comply with all applicable FAA requirements and shall not interfere with emergency operations, public safety, privacy, or City instructions.

13. Insurance. Organizer shall obtain and maintain insurance coverage acceptable to the City for the Event. Unless otherwise approved in writing by the City Attorney or City Manager, Organizer shall provide:

- Commercial general liability insurance in an amount not less than Five Million Dollars ($5,000,000.00) per occurrence or such other amount required by the City for high-speed bicycle racing and special event operations.
- Automobile liability, workers' compensation, employer's liability, umbrella/excess liability, participant accident, and other coverage as required by the City based on final operations.
- Coverage that does not exclude participants, bicycle racing, criterium racing, athletic participation, public right-of-way operations, vendors, volunteers, spectators, or any material Event activity.
- Certificates of insurance and endorsements naming the City, its officers, officials, agents, employees, and volunteers as additional insureds where applicable.
- Proof that contractors, subcontractors, vendors, production companies, medical providers, traffic control providers, fencing providers, and other material vendors carry insurance in amounts acceptable to the City.
- Insurance shall be obtained from insurers qualified and licensed to write insurance in Texas and acceptable to the City. Required insurance shall not be canceled or materially changed without at least thirty (30) days' written notice to the City, to the extent available under the policy.

14. Indemnification. TO THE FULLEST EXTENT ALLOWED BY LAW, ORGANIZER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY AND ITS OFFICERS, OFFICIALS, AGENTS, EMPLOYEES, AND VOLUNTEERS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, LOSSES, LIABILITIES, CAUSES OF ACTION, JUDGMENTS, LIENS, COSTS, EXPENSES, AND ATTORNEYS'

FEES ARISING OUT OF OR RELATED TO THE EVENT, ORGANIZER'S USE OF THE PROPERTY, ORGANIZER'S ACTS OR OMISSIONS, THE ACTS OR OMISSIONS OF ORGANIZER'S CONTRACTORS, SUBCONTRACTORS, VENDORS, VOLUNTEERS, PARTICIPANTS, OR INVITEES, OR ANY BREACH OF THIS AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY AS DETERMINED BY A COURT OF COMPETENT JURISDICTION.

15. Damage to Property and Restoration. Organizer shall be responsible for any damage to City property, public right-of-way, infrastructure, landscaping, signage, parking areas, facilities, utilities, private property, or third-party property arising from or related to the Event, except to the extent caused by the City. Organizer shall promptly repair, restore, or reimburse the City or affected property owner for such damage, as determined by the City or applicable property owner.

16. Participant Release and Waiver. Organizer shall obtain an executed release and waiver from each race participant, 5K participant, Gran Fondo participant, volunteer, and other Event participant as appropriate, releasing the City and its officers, officials, agents, employees, and volunteers from claims arising from participation in or attendance at the Event to the fullest extent allowed by law. No participant may enter any race, ride, or competition without completing the required release and waiver. Organizer shall retain waiver records and provide copies to the City upon request.

17. Permits, Legal Compliance, and Outside Agency Approvals. Organizer shall comply with all applicable federal, state, county, and local laws, rules, regulations, ordinances, permits, and orders. Organizer shall be responsible for obtaining all necessary permits and approvals, including any required approvals from Caldwell County, TxDOT, law enforcement agencies, fire/EMS, health department, alcohol regulators, FAA, private property owners, sanctioning bodies, or other agencies with jurisdiction over any part of the Event.

18. Independent Operation; No Joint Venture Organizer shall operate the Event independently and at its own expense except for any City services expressly approved in Exhibit B. Nothing in this Agreement creates a partnership, joint venture, employment, or agency relationship between Organizer and the City.

19. Funds Generated; Post-Event Reporting. Within thirty (30) days after the Event, Organizer shall provide the City with a post-event report that includes, to the extent reasonably available: participant counts, spectator estimates, vendor participation, hotel or lodging information known to Organizer, public safety incidents, resident/business complaints and resolutions, cleanup results, any property damage, and an accounting of Event revenues and expenses or such financial information as required by the City.

20. Termination and Public Safety Authority. Either Party may terminate this Agreement due to a material breach if the breach is not cured within twenty (20) days after written notice, or immediately if the breach involves public safety, insurance, route approval, permit compliance, or failure to provide required plans. The City may modify, suspend, delay, or cancel the Event or

any portion of the Event if the City Manager, Police Chief, Fire Chief, emergency management personnel, or designee determines that public safety, severe weather, staffing, emergency response, infrastructure, legal compliance, or other conditions require such action.

21. General Terms

- Waiver. Neither Party's delay or inaction in exercising rights or remedies shall operate as a waiver of those rights or remedies.
- Applicable Law and Venue. This Agreement shall be governed by Texas law, and venue for any legal action related to this Agreement shall be in Caldwell County, Texas.
- Assignment. Organizer may not assign this Agreement or any interest herein without prior written consent of the City.
- Entire Agreement. This Agreement and its exhibits constitute the entire agreement between the Parties regarding the Event and supersede prior written or verbal agreements on the same subject. This Agreement may be amended only in a writing signed by both Parties.
- Severability. If any provision is held invalid or unenforceable, the remaining provisions shall remain in effect.
- Binding Effect. This Agreement binds the Parties and their respective successors and permitted assigns.
- Counterparts and Electronic Signatures. This Agreement may be executed in counterparts and by electronic signature, each of which shall be deemed an original.
- Headings. Headings are for convenience only and do not modify the terms of this Agreement.
- Authority. Each person signing represents that they are authorized to bind the Party on whose behalf they sign.
- Construction. This Agreement shall not be construed more strictly against either Party by reason of authorship.

22. Notices. All notices required under this Agreement shall be in writing and delivered by hand delivery, certified mail, recognized overnight courier, or email with confirmation to the following:

For the City	For Organizer
City of Lockhart Attention: City Manager 308 W. San Antonio Street Lockhart, Texas 78644 Email: [City email]	Davis Tolley, Matador Gruppo LLC President 6402 Capriola Dr. Austin, TX 78745 chris.tolley@drivewayseries.com

23. Consent and Execution The Parties acknowledge that they have read and reviewed this Agreement in its entirety and that the terms and provisions contained herein are understood and consented to after opportunity for advice of counsel.

Executed effective as of the ____ day of _____, 2026.

CITY OF LOCKHART, TEXAS

By: _____
Name: [Mayor/City Manager]
Title: _____

Attest:

_____
City Secretary

DAVID TOLLEY
MATADOR GRUPPO/LLC

By: _____
Name: _____
Title: _____

EXHIBIT A
Approved Event Area, Route, Closure, Parking, and Site Plan

The final approved Event area, route maps, closure maps, parking map, staging plan, vendor/expo layout, restroom layout, pedestrian crossing plan, and emergency access plan shall be attached or incorporated here. Current planning concepts from Organizer include the following, subject to final City approval:

Downtown criterium course of approximately 0.65 miles with four corners in the heart of downtown Lockhart.

Course incorporates the downtown square and attempts to preserve uninterrupted traffic flow north of San Antonio Street where feasible.

Downtown square closure required for race operations, with through access on San Antonio Street permitted if approved by the City.

Team and expo staging on South Blanco Street north of the course.

Athlete parking at Lockhart Church of Christ lot, subject to written permission.

VIP and production parking at the Masur Building and adjacent bank area, subject to approval.

Mill Scale staging/departure for Sunday Gran Fondo, subject to written permission.

Gran Fondo routes of approximately 20, 40, and 70 miles or such other routes as approved by the City and any outside agencies.

Three restroom locations totaling fifteen toilets with two handwashing stations per group, subject to final placement approval.

Attach final approved maps and plans here: [INSERT FINAL ROUTE MAPS / SITE PLAN / TRAFFIC CONTROL PLAN].

EXHIBIT B
Approved City Services and In-Kind Support

The following City services or in-kind contributions are approved only if checked, initialed, or otherwise expressly approved by the City. All unlisted items remain Organizer responsibilities.

Service / Support Item	Approved? / Notes
City staff liaison / event coordination	[ ] Approved / Notes:
City Council agenda coordination	[ ] Approved / Notes:
Street closure support	[ ] Approved / Notes:
Police support at square and closed intersections	[ ] Approved / Cost allocation:
Trash receptacles / disposal / cleanup assistance	[ ] Approved / Notes:
City facility access, including access to Masur Building HQ	[ ] Approved / Notes:
City Park reservation or parking use	[ ] Approved / Notes:
Electrical / power access	[ ] Approved / Notes:
Portable restrooms / handwashing support	[ ] Approved / Notes:
Fee waivers, if any	[ ] Approved / Notes:
Other	[ ] Approved / Notes:

EXHIBIT C
Organizer Services, Contractors, and Required Deliverables

Organizer shall provide and/or contract for all Event services necessary for safe and lawful operation, including but not limited to the following:

Cadence Sports or other approved provider for fencing and crowd control.

Traffic control professional/provider and traffic control devices unless specifically approved as a City service.

Medical provider and EMS coordination; final provider to be confirmed.

USA Cycling or other acceptable sanctioning/officials, if applicable.

Timing and scoring services, registration, race officials, announcer, mechanics/wheel pit, race radios, signage, and participant materials.

Zodiac Productions or other approved production provider for livestream, cameras, drone, screen, audio/visual, power, and related production equipment.

Portable restrooms and handwashing stations; current planning concept is fifteen toilets in three groups with two handwashing stations per group.

Volunteer recruitment, training, management, and staffing for corner marshals, crossing coordinators, parking, registration, and hospitality.

Public notices to residents and businesses and active management of resident/business concerns.

All private property permissions and agreements.

Required delivery dates:

Deliverable	Deadline / Status
Final route maps and site plan	[60] days before Event or earlier as required
Final traffic control plan	[60] days before Event or earlier as required
Final safety/medical/emergency action plan	[60] days before Event or earlier as required
Insurance certificates and endorsements	[30] days before Event or earlier as required
Private property permissions	[30] days before Event
Resident/business notice materials	[21] days before Event for City review
Final vendor/production/restroom/power plan	[30] days before Event
Post-event report	Within 30 days after Event

EXHIBIT D
Public Communication, Safety, and Access Requirements

Minimum public communication, safety, and access requirements include:

Advance mailed, hand-delivered, or otherwise City-approved notice to affected residents and businesses, with a follow-up reminder during Event week.

Notice language must include no-parking times, closure times, access points, pedestrian crossings, detour or alternate access information, and Organizer contact information.

Multiple staffed pedestrian crossings along the course for safe pedestrian movement.

Resident and business access points identified on the final map and staffed as needed.

Emergency vehicle access maintained as directed by fire/EMS and law enforcement.

On-site command/HQ location identified and staffed during closure and race operations.

Staff or volunteers positioned to answer public questions and direct pedestrians, residents, and visitors.

Complaint log or incident log maintained by Organizer and provided to the City upon request.

Prompt teardown and reopening of streets after the approved closure window.

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: July 21, 2026

AGENDA ITEM CAPTION: Discuss Resolution 2026-28 to grant Hillwood Communities a 60-day extension of the conditional consent to form the Lockhart Municipal Utility District (MUD) of Caldwell County and the inclusion into said district of 889.3 acres of land, 720.681 acres of which are in the City's ETJ.

ORIGINATING DEPARTMENT AND CONTACT: Development Services - David Fowler

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION: State law requires that a city consent to the inclusion of land in its ETJ in a municipal utility district ("MUD"). At a workshop on January 27, 2025, Hillwood Communities discussed the development of 889.3 acres of land ("Property"), 720.681 acres of which is in City's ETJ ("Property"). Hillwood Communities is continuing in its due diligence period for the purchase of the Property and has asked the City to extend the conditional consent to creation of the Lockhart Municipal Utility District of Caldwell County and the inclusion of the Property into said district. There is also an additional property included in the resolution that is currently owned by a third party, covering 148.77 acres. This consent was granted with the passage of Resolution 2025-08 on February 18, 2025. The consent agreement was renewed on August 5, 2025, November 18, 2025, February 3, 2026, and May 5, 2026. The fourth extension is nearing expiration, creating the need for another extension, as the Development Agreement between Hillwood and the City of Lockhart has not yet been approved. The subject agreement is conditioned in part on the ability of Hillwood Communities and the City to negotiate and enter into a development agreement and expires in 60 days after the expiration of the current extension, or October 11 2026, and represents the fifth extension of the original 180-day consent agreement.

PROJECT SCHEDULE (if applicable): N/A

FISCAL NOTE (if applicable): None

PREVIOUS COUNCIL ACTION: City Council approved Resolution 2025-08, granting conditional consent to the creation of the MUD on the subject property.on February 18, 2025, and renewed with Resolution 2025-24 on August 5, 2025 and Resolution 2026-03 on February 3, 2026..

COMMITTEE/BOARD/COMMISSION ACTION: None

STAFF RECOMMENDATION/REQUESTED MOTION: Approval of Resolution 2026-28, granting a 60-day extension to the conditional consent to create a MUD granted on February 18, 2025 and renewed August 5, 2025, November 18, 2025, February 3, 2026 and May 5,

2026, creating a new expiration date of October 11, 2026.

LIST OF SUPPORTING DOCUMENTS: Hillwood MUD Consent Resolution 2026-28, Resolution 2026-28 Exhibit A, Resolution 2026-28 Exhibit B

CITY OF LOCKHART, TEXAS

RESOLUTION NO. 2026-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, GRANTING EXTENSION OF ADDITIONAL 60 DAYS TO NEGOTIATE AND ENTER INTO A DEVELOPMENT AGREEMENT AND PROVIDING THAT THE CITY'S CONDITIONAL CONSENT TO THE CREATION OF THE SPENCEWOOD MUNICIPAL UTILITY DISTRICT OF CALDWELL COUNTY WILL EXPIRE UPON THE PASSAGE OF SUCH ADDITIONAL 60 DAYS.

WHEREAS, pursuant to Resolution No. 2025-08, the City of Lockhart, Texas (the "City"), a home-rule municipality created under the laws of the State of Texas, provided its conditional consent to the creation of the Spencewood Municipal Utility District of Caldwell County, at that time referred to as the Lockhart Municipal Utility District of Caldwell County (the "District") encompassing 889.3 acres ("Land"), as reflected in Exhibit A, attached hereto and incorporated by reference, approximately 720.681 acres of the Land being situated within the City's extraterritorial jurisdiction and the remainder situated within unincorporated Caldwell County; and

WHEREAS, Hillwood Enterprises, L.P., a Texas limited partnership, has entered into an earnest money contract to purchase an additional 148.5 acres (the "Additional Land") as more particularly described in Exhibit B, attached hereto and incorporated by reference;

WHEREAS, the City's conditional consent was conditioned on the City and the owners of the Land negotiating and entering into a development agreement (the "Development Agreement") concerning the Land, pursuant to Section 212.172 of the Texas Local Government Code, to the extent any portion of the District is located within the City's extraterritorial jurisdiction as reflected in Exhibit A; and

WHEREAS, Resolution No. 2025-08 provided for the expiration of the City's conditional consent upon the passage of one-hundred eighty (180) days after February 18, 2025, or August 17, 2025; and

WHEREAS, pursuant to Resolution No. 2025-24, the City granted an extension of an additional 90 days after August 17, 2025, or November 15, 2025, for the City and the owners of any portion of the Land and the Additional Land within the City's extraterritorial jurisdiction to negotiate and enter into a Development Agreement; and

WHEREAS, pursuant to Resolution Nos. 2025-40, 2026-03, and 2026-18, the City granted additional 90-day extensions through August 12, for the City and the owners of any portion of the Land and the Additional Land within the City's extraterritorial jurisdiction to negotiate and enter into a Development Agreement; and

WHEREAS, the City wishes to grant another extension of an additional 60 days after August 12, 2026 for the City and the owners of any portion of the Land and the Additional Land within the City's extraterritorial jurisdiction to negotiate and enter into a Development Agreement.

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

Section 1. All of the above premises are hereby found to be true and correct legislative findings of the City Council of the City of Lockhart (the "City Council"), and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Section 2. The City Council hereby extends for an additional 60 days its conditional support and consent for the creation of a district operating pursuant to Article XVI, Section 59 and Article III, Section 52, Texas Constitution and Chapter 54, Texas Water Code, as amended, to the extent any portion of the District is located within the City's extraterritorial jurisdiction, as shown more fully in Exhibit A, and to the extent that the City and the owners of the Land and the Additional Land within the extraterritorial jurisdiction of the City are able to negotiate and enter into a Development Agreement. The City Council's conditional consent applies to the Land and the Additional Land and expires 60 days after August 12, 2026 or Sunday, October 11, 2026.

Section 3. The City Manager of the City is hereby authorized to execute any documents necessary to effectuate this Resolution.

Section 4. The City Council further states that it has not relinquished any rights, duties or powers relating to the inclusion of the District within its extraterritorial jurisdiction.

Section 5. The City Council further states that this Resolution is provided subject to and in reliance upon the terms of a Development Agreement, which may be entered into between the City and the landowners within the District. The District shall execute a joinder and become a party to the Development Agreement. The City does not consent to the organization of the District, election, or issuance of bonds from any revenue available to the District until the Development Agreement is executed.

Section 6. The City Council hereby finds and determines that sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted as a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Texas Open Meetings Act, contained in Chapter 551 of the Texas Government Code, as amended, and that this meeting was open to the public and the subject matter of this Resolution and its contents have been discussed, considered and formally acted upon by the City Council. Further, the City Council ratifies, approves and confirms such written notice and the contents and posting thereof, and the foregoing fully complied with all applicable law.

Section 7. If any part of this Resolution, of whatever size, is ever declared invalid or unenforceable for any reason, the remainder of this Resolution shall remain in full force and effect.

Section 8. This Resolution shall be effective from and after its passage by the City Council.

PASSED AND APPROVED by the City Council of the City of Lockhart, Texas, the 21st day of July, 2026.

_____
Lew White, Mayor

ATTEST:

_____
Julie Bowermon, City Secretary

APPROVED AS TO FORM:

_____
Brad Bullock, City Attorney

CITY OF LOCKHART, TEXAS

RESOLUTION NO. 2025-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, GRANTING CONDITIONAL CONSENT TO THE CREATION OF THE LOCKHART MUNICIPAL UTILITY DISTRICT OF CALDWELL COUNTY AND THE INCLUSION OF 889.3 ACRES OF LAND INTO SAID DISTRICT; MAKING FINDINGS RELATED THERETO; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lockhart, Texas (the "City"), a home-rule municipality created under the laws of the State of Texas, received a request for consent from Spencewood, Inc., ("Owner") to the creation of the Lockhart Municipal Utility District of Caldwell County (the "District") encompassing 889.3 acres ("Land") as more particularly described in Exhibit A, attached hereto and incorporated by reference, approximately 720.681 acres of the Land being situated within the City's extraterritorial jurisdiction and the remainder situated within unincorporated Caldwell County; and

WHEREAS, the Land is not situated within the corporate limits or extraterritorial jurisdiction of any other municipality; and

WHEREAS, Section 54.016 of the Texas Water Code provides that land within a city or its extraterritorial jurisdiction may not be included within a municipal utility district without such city's consent; and

WHEREAS, this Resolution is authorized by Section 54.016 of the Texas Water Code, Chapters 49 and 54 of the Texas Water Code, Section 42.042 of the Texas Local Government Code, and all applicable law; and

WHEREAS, the District will be created and organized pursuant to Article XVI, Section 59 and Article III, Section 52, of the Texas Constitution, and Chapters 49 and 54 of the Texas Water Code, as amended; and

WHEREAS, the City wishes to evidence its conditional support and consent for the creation of the District to the extent any portion of the District is located within the City's extraterritorial jurisdiction, as evidenced by Exhibit A, subject to the terms of a Development Agreement to be negotiated between the City and the landowners (the "Development Agreement") and the terms of this Resolution, subject to the expiration thereof upon the passage of one-hundred eighty (180) days,

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

Section 1. All of the above premises are hereby found to be true and correct legislative findings of the City Council of the City of Lockhart (the "City Council"), and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Section 2. The City Council hereby grants its conditional support and consent for the creation of a district operating pursuant to Article XVI, Section 59 and Article III, Section 52, Texas Constitution and Chapter 54, Texas Water Code, as amended, to the extent any portion of the District is located within its extraterritorial jurisdiction as shown more fully in Exhibit A and to the extent that the City and Owner and District are able to negotiate and enter into a Development Agreement, and the City Manager of the City is hereby authorized to execute any documents necessary to effectuate this Resolution. The City Council's conditional consent expires one hundred and eighty (180) days from the date of this Resolution.

Section 3. The City Council further states that it has not relinquished any rights, duties or powers relating to the inclusion of the District within its extraterritorial jurisdiction.

Section 4. The City Council further states that this Resolution is provided subject to and in reliance upon the terms of a Development Agreement, which may be entered into between the City and the landowners within the District. The District shall execute a joinder and become a party to the Development Agreement. The City does not consent to the organization of the District, election, or issuance of bonds from any revenue available to the District until the Development Agreement is executed.

Section 5. The City Council hereby finds and determines that sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted as a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Texas Open Meetings Act, contained in Chapter 551 of the Texas Government Code, as amended, and that this meeting was open to the public and the subject matter of this Resolution and its contents have been discussed, considered and formally acted upon by the City Council. Further, the City Council ratifies, approves and confirms such written notice and the contents and posting thereof, and the foregoing fully complied with all applicable law.

Section 6. If any part of this Resolution, of whatever size, is ever declared invalid or unenforceable for any reason, the remainder of this Resolution shall remain in full force and effect.

Section 7. This Resolution shall be effective from and after its passage by the City Council.

PASSED AND APPROVED by the City Council of the City of Lockhart, Texas the 18th day of February, 2025.

Lew White, Mayor

ATTEST:

Julie Bowermon, City Secretary

APPROVED AS TO FORM:

Bradford E. Bullock, City Attorney

(Legal Description of Property to be included in the District)

DESCRIPTION OF AN 889.3 ACRE TRACT OF LAND
SITUATED IN THE JAMES M. BAKER SURVEY, ABSTRACT NO. 46
MILES G. DIKES SURVEY NO. 9, ABSTRACT NO. 6
CALDWELL COUNTY, TEXAS

BEING an 889.3 acre tract of land situated in the James M. Baker Survey, Abstract No. 46, and the Miles G. Dikes Survey No. 9, Abstract No. 6 of Caldwell County, Texas, being a portion of a called 691.822 acre tract of land described in an instrument to Spencewood, Inc. described in Volume 194, Page 893, Official Public Records of Caldwell County, Texas (O.P.R.C.C.T.), save and except a called 80.895 acre tract described in an instrument recorded in Volume 538, Page 333, O.P.R.C.C.T., and save and except a called 129.248 acre tract described in an instrument recorded in Volume 552, Page 399, O.P.R.C.C.T.; being all of a called 181.790 acre tract described in an instrument to Spencewood, Inc. recorded in Volume 503, Page 764, O.P.R.C.C.T.; being a portion of a called 57.315 acre tract of land described in an instrument to Spencewood, Inc. recorded in Volume 634, Page 543, O.P.R.C.C.T., save and except a called 0.339 acre tract recorded in Volume 579, Page 97, O.P.R.C.C.T.; said 889.3 acre tract of land described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod found on the East right-of-way line of State Highway 130 a controlled access variable width right-of-way (right-of-way being dedicated in the following documents: Volume 579, Page 39, O.P.R.C.C.T., Volume 579, Page 47, O.P.R.C.C.T., Volume 579, Page 27, O.P.R.C.C.T., Volume 579, Page 55, O.P.R.C.C.T., Volume 579, Page 65, O.P.R.C.C.T., Volume 579, Page 73, O.P.R.C.C.T., Volume 579, Page 81, O.P.R.C.C.T., Volume 579, Page 89, O.P.R.C.C.T., Volume 579, Page 104, O.P.R.C.C.T., Volume 579, Pg. 112, O.P.R.C.C.T., Volume 579, Page 97, O.P.R.C.C.T., Volume 579, Page 120, O.P.R.C.C.T., Volume 579, Page 128, O.P.R.C.C.T., Volume 619, Page 659, O.P.R.C.C.T., Volume 619, Page 661, O.P.R.C.C.T., and Volume 579, Page 136, O.P.R.C.C.T), being the Southwest corner of the remainder of a called 101.25 acre tract of land described in an instrument to Zanty Lynn Champion and wife Doris Bragg Champion recorded in Volume 356, Page 19, Deed Records of Caldwell County, Texas (D.R.C.C.T.) and being the Northwest corner of the remainder of said 691.822 acre tract of land;

THENCE, South 61° 53' 33" East, along and with the North line of said 691.822 acre tract and the South line of said 101.25 acre tract, a distance of 93.52 feet to a 5-inch cedar fence corner post found for an angle point;

THENCE, North 78° 52' 36" East, continuing along and with the North line of said 691.822 acre tract and the South line of said 101.25 acre tract, a distance of 348.06 feet to a 4-inch cedar fence post found for an angle point;

THENCE, North 78° 30' 19" East, continuing along and with the North line of said 691.822 acre tract and the South line of said 101.25 acre tract, a distance of 950.36 feet to a 5/8-inch iron rod with cap stamped "Summit Geomatics, Inc." set in the center of an old tree stump with wire;

THENCE, South 10° 40' 13" East, along and with an East line of said 691.822 acre tract and the West line of a called 70.83 acre tract (Tract II) and a called 70.83 acre tract (Tract I) described in an instrument to Delbert Decker recorded in Volume 435, Page 472, O.P.R.C.C.T., a distance of 2,008.96 feet to a 10-inch cedar fence post found for the Southwest corner of said 70.83 acre tract (Tract I) and being an interior corner of said 691.822 acre tract and the herein described tract;

THENCE, North 78° 21' 12" East, along and with the South line of said 70.83 acre tract (Tract I) and the North line of said 691.822 acre tract, and the North line of said 181.790 acre tract, a distance of 3,275.62 feet to a 3/8-inch iron rod found for the Southeast corner of said Tract I and being the Southwest corner of a called 118.357 acre tract of land described in an instrument to Bridge to One, Inc. recorded in Document No. 2021-009484, O.P.R.C.C.T. and being an angle point on the North line of said 181.790 acre tract;

THENCE, North 78° 03' 03" East, along and with the South line of said 118.357 acre tract and the North line of said 181.790 acre tract, a distance of 1,777.47 feet to a 7-inch cedar fence post found on the occupied West right-of-way line of Dry Creek Road (variable width right-of-way – no deed of record found) and being the occupied Northeast corner of said 181.790 acre tract, and an angle point on the South line of said 118.357 acre tract;

THENCE, along and with the East and South lines of said 181.790 acre tract same being the occupied West and North right-of-way lines of said Dry Creek Road, the following eight (8) bearings and distances:

1) South 36° 03' 44" East, a distance of 20.64 feet to a 5/8-inch iron rod with cap stamped "Summit Geomatics, Inc." set for an angle point;
2) South 11° 35' 37" East, a distance of 593.70 feet to a 5/8-inch iron rod with cap stamped "Summit Geomatics, Inc." set for an angle point;
3) South 12° 13' 42" East, a distance of 721.17 feet to a 5/8-inch iron rod with cap stamped "Summit Geomatics, Inc." set for an angle point;
4) South 11° 31' 51" East, a distance of 1,285.35 feet to an 8-inch cedar fence corner post found for corner;
5) South 00° 48' 15" East, a distance of 159.84 feet to a 6-inch cedar fence corner post found for corner;
6) South 39° 04' 45" West, a distance of 71.90 feet to an 8-inch cedar fence corner post found for corner;
7) South 78° 27' 46" West, a distance of 772.29 feet to a 6-inch cedar fence corner post found for corner;
8) South 79° 38' 55" West, a distance of 784.15 feet to a 7-inch cedar fence corner post found for the most Easterly Northeast corner of said 691.822 acre tract;

THENCE, along and with the East lines of said 691.822 acre tract same being the occupied West right-of-way line of said Dry Creek Road, the following seven (7) bearings and distances:

1) South 10° 03' 46" West, a distance of 75.84 feet to a 37-inch live oak tree;
2) South 13° 04' 38" East, a distance of 86.31 feet to a 7-inch cedar fence corner post;
3) South 26° 28' 01" East, a distance of 83.48 feet to an 8-inch cedar fence corner post;
4) South 21° 18' 42" East, a distance of 512.98 feet to a 5/8-inch iron rod with cap stamped "Summit Geomatics, Inc." set for an angle point;
5) South 21° 10' 59" East, a distance of 911.78 feet to a 5/8-inch iron rod with cap stamped "Summit Geomatics, Inc." set for an angle point;
6) South 25° 11' 46" East, a distance of 622.32 feet to a 5/8-inch iron rod with cap stamped "Summit Geomatics, Inc." set for an angle point;

7) South 21° 52' 46" East, a distance of 608.22 feet to a 3-inch metal fence post found for the occupied Southeast corner of said 691.822 acre tract and the occupied Northeast corner of a called 100 acre tract of land described as Second Tract in an instrument to Barbara Lou Segler et al recorded in Volume 364, Page 54 of the D.R.C.C.T.;

THENCE, along and with the common line of said 100 acre tract and said 691.822 acre tract, the following four (4) bearings and distances:

1) South 78° 19' 35" West, a distance of 1,848.63 feet to a 7-inch cedar fence post found for an angle point;
2) South 78° 18' 17" West, a distance of 1,280.10 feet to a 4-inch metal fence post found for an angle point;
3) South 78° 45' 38" West, a distance of 806.01 feet to a t-post found for an angle point;
4) South 77° 54' 58" West, a distance of 885.98 feet to a calculated point in the approximate centerline of Plum Creek and being the East line of a called 204.145 acre tract of land described in an instrument to La Familia Partnership, LTD., recorded in Volume 228, Page 493, O.P.R.C.C.T., and being further described in Volume 416, Page 694, D.R.C.C.T., and being the common Westerly corner of said 100 acre tract and said 691.822 acre tract and marking the most Southerly Southwest corner of the herein described tract;

THENCE, along and with the approximate centerline of Plum Creek, same being the East line of said 204.145 acre tract and the West line of said 691.822 acre tract, the following forty-one (41) bearings and distances:

1) North 23° 24' 09" East, a distance of 57.35 feet to a calculated point for corner;
2) North 11° 15' 07" East, a distance of 99.02 feet to a calculated point for corner;
3) North 03° 03' 49" West, a distance of 83.76 feet to a calculated point for corner;
4) North 40° 07' 18" West, a distance of 54.71 feet to a calculated point for corner;
5) North 43° 48' 44" West, a distance of 86.61 feet to a calculated point for corner;
6) North 76° 38' 06" West, a distance of 59.52 feet to a calculated point for corner;
7) North 89° 34' 23" West, a distance of 159.53 feet to a calculated point for corner;
8) North 45° 43' 00" West, a distance of 237.39 feet to a calculated point for corner;
9) North 04° 50' 50" West, a distance of 88.11 feet to a calculated point for corner;
10) North 38° 24' 49" West, a distance of 112.95 feet to a calculated point for corner;
11) North 31° 03' 49" West, a distance of 66.09 feet to a calculated point for corner;
12) North 48° 41' 53" West, a distance of 69.74 feet to a calculated point for corner;
13) South 81° 32' 05" West, a distance of 138.88 feet to a calculated point for corner;
14) South 84° 47' 07" West, a distance of 45.19 feet to a calculated point for corner;
15) South 80° 12' 18" West, a distance of 76.04 feet to a calculated point for corner;
16) South 75° 16' 21" West, a distance of 22.49 feet to a calculated point for corner;
17) South 33° 29' 16" West, a distance of 72.95 feet to a calculated point for corner;
18) South 66° 38' 23" West, a distance of 113.82 feet to a calculated point for corner;
19) North 52° 12' 37" West, a distance of 29.22 feet to a calculated point for corner;
20) North 51° 00' 35" West, a distance of 100.62 feet to a calculated point for corner;
21) North 58° 43' 21" West, a distance of 115.68 feet to a calculated point for corner;
22) South 89° 41' 28" West, a distance of 84.87 feet to a calculated point for corner;
23) North 49° 34' 03" West, a distance of 161.32 feet to a calculated point for corner;
24) North 10° 20' 55" West, a distance of 146.23 feet to a calculated point for corner;
25) North 06° 40' 43" East, a distance of 113.07 feet to a calculated point for corner;

26) North 02° 26' 01" West, a distance of 62.69 feet to a calculated point for corner;
27) North 06° 30' 09" East, a distance of 51.12 feet to a calculated point for corner;
28) North 12° 55' 26" East, a distance of 70.10 feet to a calculated point for corner;
29) North 15° 21' 21" East, a distance of 97.97 feet to a calculated point for corner;
30) North 10° 31' 47" East, a distance of 155.22 feet to a calculated point for corner;
31) North 24° 32' 11" East, a distance of 33.50 feet to a calculated point for corner;
32) North 11° 05' 46" East, a distance of 56.86 feet to a calculated point for corner;
33) North 19° 37' 09" East, a distance of 179.53 feet to a calculated point for corner;
34) North 33° 57' 25" East, a distance of 116.26 feet to a calculated point for corner;
35) North 42° 05' 09" East, a distance of 86.94 feet to a calculated point for corner;
36) North 59° 43' 10" East, a distance of 77.48 feet to a calculated point for corner;
37) North 52° 59' 09" East, a distance of 217.90 feet to a calculated point for corner;
38) North 54° 38' 09" East, a distance of 79.74 feet to a calculated point for corner;
39) North 34° 30' 50" East, a distance of 166.27 feet to a calculated point for corner;
40) North 11° 33' 43" East, a distance of 112.67 feet to a calculated point for corner;
41) North 04° 11' 35" West, a distance of 78.81 feet to a calculated point for the Northeast corner of said 204.145 acre tract and being the Southeast corner of said 57.315 acre tract;

THENCE, South 78° 34' 00" West, along and with the occupied South line of said 57.315 acre tract and being the occupied North line of said 204.145 acre tract, a distance of 1,616.84 feet to a calculated point for corner;

THENCE, North 11° 27' 55" East, over and across said 57.315 acre tract, a distance of 55.71 feet to a 1/2-inch iron rod with cap stamped "Hinkle Surveying" found for the monumented Southeast corner of a called 9.988 acre tract of land described in an instrument to Spencewood, Inc. recorded in Volume 634, Page 601, O.P.R.C.C.T.;

THENCE, North 11° 09' 57" East, along and with the West line of said 57.315 acre tract same being the East line of said 9.998 acre tract, the East line of a called 9.484 acre tract described in an instrument to Spencewood, Inc. recorded in Volume 634, Page 551, O.P.R.C.C.T., the East line of a called 9.391 acre tract described in an instrument to Spencewood, Inc. recorded in Volume 634, Page 558, O.P.R.C.C.T., the East line of a called 9.329 acre tract described in an instrument to Spencewood, Inc. recorded in Volume 634, Page 565, O.P.R.C.C.T., the East line of a called 9.304 acre tract described in an instrument to Spencewood, Inc. recorded in Volume 634, Page 572, O.P.R.C.C.T., the East line of a called 9.198 acre tract described in an instrument to Spencewood, Inc. recorded in Volume 634, Page 536, O.P.R.C.C.T., and the East line of a called 36.934 acre tract described in an instrument to Spencewood, Inc. recorded in Volume 634, Page 528, O.P.R.C.C.T., at a distance of 2,444.22 feet passing a 1/2-inch iron rod (bent) and continuing for a total distance of 2,591.70 feet to a calculated point in the approximate centerline of Plum Creek and being the Northeast corner of said 36.934 acre tract;

THENCE, along and with the North line of said 36.934 acre tract, the following eight (8) bearings and distances:

1) North 31° 24' 31" West, a distance of 61.66 feet to a calculated point for corner;
2) North 08° 56' 21" West, a distance of 84.16 feet to a calculated point for corner;
3) North 40° 23' 15" West, a distance of 114.49 feet to a calculated point for corner;
4) North 43° 38' 39" West, a distance of 134.69 feet to a calculated point for corner;
5) North 19° 31' 20" West, a distance of 80.43 feet to a calculated point for corner;
6) North 37° 11' 55" West, a distance of 100.98 feet to a calculated point for corner;

7) North 45° 50' 12" West, a distance of 211.91 feet to a calculated point for corner;
8) North 68° 14' 45" West, a distance of 106.56 feet to a 60D nail found on the East right-of-way line of said S.H. 130;

THENCE, North 11° 10' 57" East, along and with the East right-of-way line of said S.H. 130, a distance of 1,552.24 feet to a TxDOT Type II brass disc monument marking the beginning of a curve to the right;

THENCE, continuing along and with the East right-of-way line of said S.H. 130 and along said curve to the right through an angle of 02° 17' 59", having a radius of 12,000.00 feet, an arc length of 481.63 feet and whose long chord bears North 12° 19' 56" East, a distance of 481.60 feet to the **POINT OF BEGINNING** and containing 889.3 acres of land.

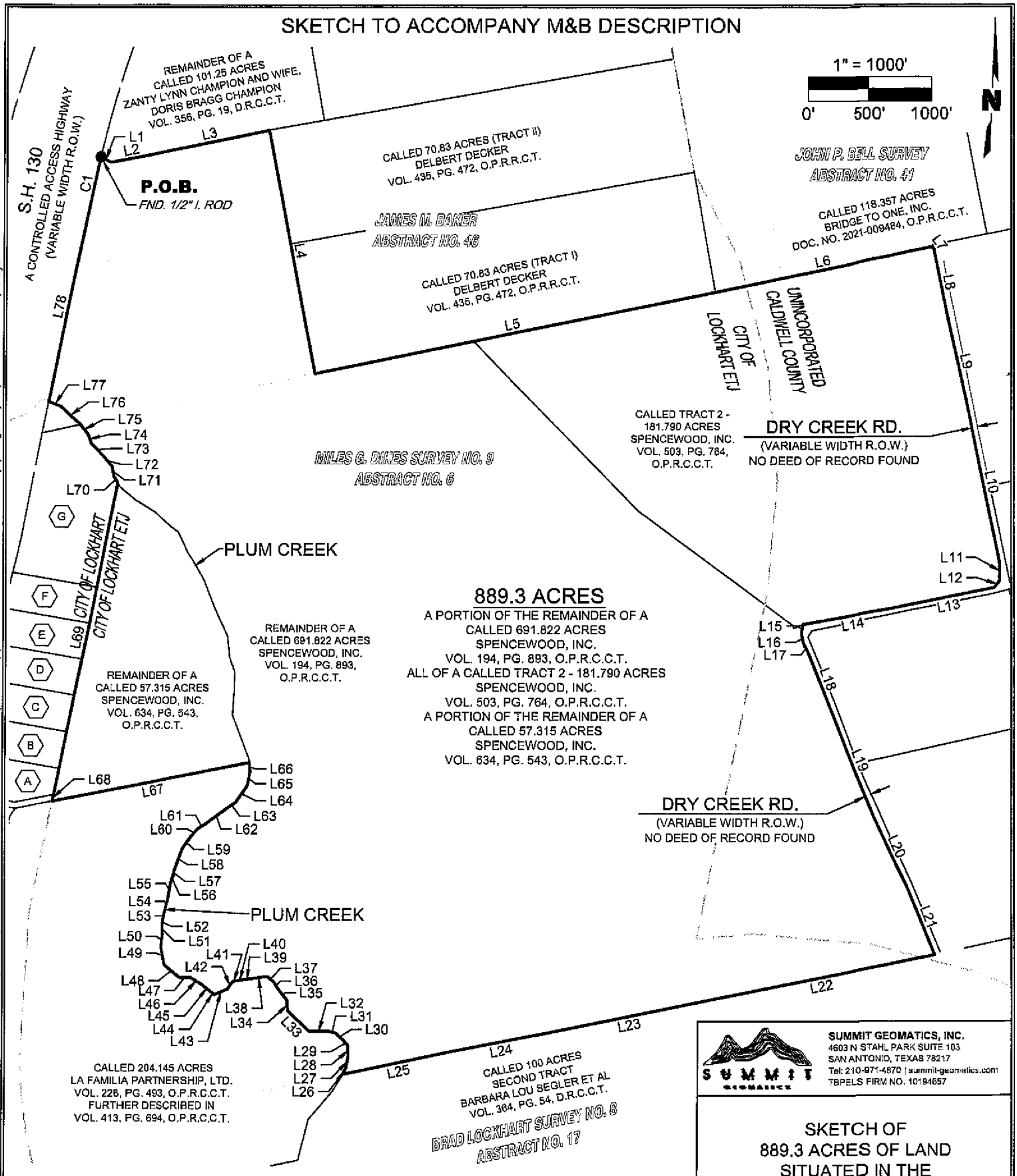
Notes:

1) Bearing orientation is based upon the Texas Coordinate System, South Central Zone 4204, North American Datum of 1983 (NAD 83), 2011 Adjustment, Epoch 2010.00. Distances shown hereon are in Surface. To convert distances to Divide by the Surface Adjustment Factor of 1.00013.

2) This M&B description was prepared in conjunction with a survey sketch of even date.

Robert A. Harper, RPLS No. 6582
Summit Geomatics, Inc.
4603 N Stahl Park Suite 103
San Antonio, Texas 78217
TBPELS Firm No. 10194657

SKETCH TO ACCOMPANY M&B DESCRIPTION



SUMMIT GEOMATICS, INC.
4603 N STAHL PARK SUITE 103
SAN ANTONIO, TEXAS 78217
Tel: 210-971-4870 | summit-geomatics.com
TBPELS FIRM NO. 10194657

SKETCH OF 889.3 ACRES OF LAND SITUATED IN THE JAMES M. BAKER SURVEY, A-46 MILES G. DIKES SURVEY NO. 9, A-6 CALDWELL COUNTY, TEXAS

SCALE:	JOB NO.:	DATE:	SHEET:
1"=1,000'	24.0329	02/06/2025	1 OF 2

GENERAL NOTES:

1. BEARING ORIENTATION IS BASED UPON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE 4204, NORTH AMERICAN DATUM OF 1983 (NAD 83), 2011 ADJUSTMENT, EPOCH 2010.00. MEASUREMENTS ARE IN U.S. SURVEY FEET. DISTANCES AND COORDINATES SHOWN HEREON ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY USING THE COMBINED ADJUSTMENT FACTOR OF 1.00013.
2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.

X:\03_Summit_Projects\2024-Projects\24.0329_GrayEngineering_SpencewoodSvy_Lockhart\03_Finals\01_CAD\Spencewood-LockhartOutsideCL1(S).dwg, 2/06/2025 2:52 PM, alujan

SKETCH TO ACCOMPANY M&B DESCRIPTION

LINE TABLE		
NO.	BEARING	DISTANCE
L1	S 61°53'33" E	93.52'
L2	N 78°52'36" E	348.06'
L3	N 78°30'19" E	950.36'
L4	S 10°40'13" E	2,008.96'
L5	N 78°21'12" E	3,275.62'
L6	N 78°03'03" E	1,777.47'
L7	S 36°03'44" E	20.64'
L8	S 11°35'37" E	593.70'
L9	S 12°13'42" E	721.17'
L10	S 11°31'51" E	1,285.35'
L11	S 00°48'15" E	159.84'
L12	S 39°04'45" W	71.90'
L13	S 78°27'46" W	772.29'
L14	S 79°38'55" W	784.15'
L15	S 10°03'46" W	75.84'
L16	S 13°04'38" E	86.31'
L17	S 26°28'01" E	83.48'
L18	S 21°18'42" E	512.98'
L19	S 21°10'59" E	911.78'
L20	S 25°11'46" E	622.32'
L21	S 21°52'46" E	608.22'
L22	S 78°19'35" W	1,848.63'
L23	S 78°18'17" W	1,280.10'
L24	S 78°45'38" W	806.01'
L25	S 77°54'58" W	885.98'
L26	N 23°24'09" E	57.35'
L27	N 11°15'07" E	99.02'
L28	N 03°03'49" W	83.76'
L29	N 40°07'18" W	54.71'
L30	N 43°48'44" W	86.61'
L31	N 76°38'06" W	59.52'
L32	N 89°34'23" W	159.53'
L33	N 45°43'00" W	237.39'
L34	N 04°50'50" W	88.11'
L35	N 38°24'49" W	112.95'
L36	N 31°03'49" W	66.09'
L37	N 48°41'53" W	69.74'
L38	S 81°32'05" W	138.88'
L39	S 84°47'07" W	45.19'

LINE TABLE		
NO.	BEARING	DISTANCE
L40	S 80°12'18" W	76.04'
L41	S 75°16'21" W	22.49'
L42	S 33°29'16" W	72.95'
L43	S 66°38'23" W	113.82'
L44	N 52°12'37" W	29.22'
L45	N 51°00'35" W	100.62'
L46	N 58°43'21" W	115.68'
L47	S 89°41'28" W	84.87'
L48	N 49°34'03" W	161.32'
L49	N 10°20'55" W	146.23'
L50	N 06°40'43" E	113.07'
L51	N 02°26'01" W	62.69'
L52	N 06°30'09" E	51.12'
L53	N 12°55'26" E	70.10'
L54	N 15°21'21" E	97.97'
L55	N 10°31'47" E	155.22'
L56	N 24°32'11" E	33.50'
L57	N 11°05'46" E	56.86'
L58	N 19°37'09" E	179.53'
L59	N 33°57'25" E	116.26'
L60	N 42°05'09" E	86.94'
L61	N 59°43'10" E	77.48'
L62	N 52°59'09" E	217.90'
L63	N 54°38'09" E	79.74'
L64	N 34°30'50" E	166.27'
L65	N 11°33'43" E	112.67'
L66	N 04°11'35" W	78.81'
L67	S 78°34'00" W	1,616.84'
L68	N 11°27'55" E	55.71'
L69	N 11°09'57" E	2,591.70'
L70	N 31°24'31" W	61.66'
L71	N 08°56'21" W	84.16'
L72	N 40°23'15" W	114.49'
L73	N 43°38'39" W	134.69'
L74	N 19°31'20" W	80.43'
L75	N 37°11'55" W	100.98'
L76	N 45°50'12" W	211.91'
L77	N 68°14'45" W	106.56'
L78	N 11°10'57" E	1,552.24'

CURVE TABLE					
NO.	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	481.63'	12,000.00'	2°17'59"	N 12°19'56" E	481.60'

LEGEND

DOC.	DOCUMENT
FND.	FOUND
I.	IRON
NO.	NUMBER
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS
PG.	PAGE
P.O.B.	POINT OF BEGINNING
VOL.	VOLUME

(A) REMAINDER OF A CALLED 9.988 ACRES SPENCEWOOD, INC. VOL. 634, PG. 601, O.P.R.C.C.T.

(B) REMAINDER OF A CALLED 9.484 ACRES SPENCEWOOD, INC. VOL. 634, PG. 551, O.P.R.C.C.T.

(C) REMAINDER OF A CALLED 9.391 ACRES SPENCEWOOD, INC. VOL. 634, PG. 558, O.P.R.C.C.T.

(D) REMAINDER OF A CALLED 9.329 ACRES SPENCEWOOD, INC. VOL. 634, PG. 565, O.P.R.C.C.T.

(E) REMAINDER OF A CALLED 9.304 ACRES SPENCEWOOD, INC. VOL. 634, PG. 572, O.P.R.C.C.T.

(F) REMAINDER OF A CALLED 9.198 ACRES SPENCEWOOD, INC. VOL. 634, PG. 536, O.P.R.C.C.T.

(G) REMAINDER OF A CALLED 36.934 ACRES SPENCEWOOD, INC. VOL. 634, PG. 528, O.P.R.C.C.T.

SUMMIT GEOMATICS, INC.
4603 N STAHL PARK SUITE 103
SAN ANTONIO, TEXAS 78217
Tel: 210-971-4870 | summit-geomatics.com
TBPELS FIRM NO. 10194657

SKETCH OF 889.3 ACRES OF LAND SITUATED IN THE JAMES M. BAKER SURVEY, A-46 MILES G. DIKES SURVEY NO. 9, A-6 CALDWELL COUNTY, TEXAS

SCALE:	JOB NO.:	DATE:	SHEET:
1"=1,000'	24.0329	02/06/2025	2 OF 2

X:\03_Summit_Projects\2024-Projects\24.0329_GrayEngineering_SpencewoodSvy_Lockhart\03_Finals\01_CAD\Spencewood-LockhartOutsideCL1(S).dwg, 2/06/2025 2:52 PM, slujan

DESCRIPTION OF A 148.5 ACRE TRACT OF LAND
SITUATED IN THE JAMES M. BAKER SURVEY, ABSTRACT NO. 46
CALDWELL COUNTY, TEXAS

BEING a 148.5 acre tract of land situated in the James M. Baker Survey, Abstract No. 46 of Caldwell County, Texas, being all of a called 70.83 acre tract of land described as Tract I and all of a called 70.83 acre tract of land described as Tract II recorded in Volume 435, Page 472, of the Official Public Records of Caldwell County, Texas (O.P.R.C.C.T.); said 148.5 acre tract of land described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron rod found on the East right-of-way line of State Highway 130 a controlled access variable width right-of-way (right-of-way being dedicated in the following documents: Volume 553, Page 255, O.P.R.C.C.T., Volume 579, Page 39, O.P.R.C.C.T., Volume 579, Page 47, O.P.R.C.C.T., Volume 579, Page 27, O.P.R.C.C.T., Volume 579, Page 55, O.P.R.C.C.T., Volume 579, Page 65, O.P.R.C.C.T., Volume 579, Page 73, O.P.R.C.C.T., Volume 579, Page 81, O.P.R.C.C.T., Volume 579, Page 89, O.P.R.C.C.T., Volume 579, Page 104, O.P.R.C.C.T., Volume 579, Pg. 112, O.P.R.C.C.T., Volume 579, Page 97, O.P.R.C.C.T., Volume 579, Page 120, O.P.R.C.C.T., Volume 579, Page 128, O.P.R.C.C.T., Volume 619, Page 659, O.P.R.C.C.T., Volume 619, Page 661, O.P.R.C.C.T., and Volume 579, Page 136, O.P.R.C.C.T), being the Southwest corner of the remainder of a called 101-1/4 acre tract of land described in an instrument to Zanty Lynn Champion and wife Doris Bragg Champion recorded in Volume 356, Page 19, Deed Records of Caldwell County, Texas (D.R.C.C.T.) and being the Northwest corner of a called 691.822 acre tract of land described in an instrument recorded to Spencewood, Inc. recorded in Volume 194, Page 893, O.P.R.C.C.T.;

THENCE, South 61° 53' 33" East, along and with the North line of said 691.822 acre tract and the South line of said 101-1/4 acre tract, a distance of 93.52 feet to a 5-inch cedar fence corner post found for an angle point;

THENCE, North 78° 52' 36" East, continuing along and with the North line of said 691.822 acre tract and the South line of said 101-1/4 acre tract, a distance of 348.06 feet to a 4-inch cedar fence post found for an angle point;

THENCE, North 78° 30' 19" East, continuing along and with the North line of said 691.822 acre tract and the South line of said 101-1/4 acre tract, a distance of 950.36 feet to a 5/8-inch iron rod with cap stamped “Summit Geomatics, Inc.” found in the center of an old tree stump with wire for the Northwest corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, North 79° 42' 13" East, along and with the North line of said 70.83 acre Tract II same being the South line of said 101-1/4 acre tract, and the South line of a called 78.962 acre tract of land described in an instrument to David L. Pittman recorded in Volume 35, Page 339, D.R.C.C.T., a distance of 3,290.86 feet to a 3/8-inch iron rod found on the West line of a called 118.357 acre tract of land described in an instrument to Bridge to One, Inc. recorded in Document No. 2021-009484, O.P.R.C.C.T., for the Southeast corner of said 78.962 acre tract, marking the Northeast corner of the herein described tract;

THENCE, South 10° 12' 23" East, along and with the West line of said 118.357 acre tract same being the East lines of said 70.83 acre Tracts I and II, a distance of 1,931.74 feet to a 3/8-inch iron rod found on the North line of a called 181.790 acre tract of land described as Tract 2 in an instrument to Spencewood Inc., recorded in Volume 503, Page 764, O.P.R.C.C.T., and marking the Southeast corner of said 70.83 acre Tract I and the herein described tract;

THENCE, South 78° 21' 12" West, along and with the South line of said 70.83 acre Tract I same being the North lines of said 181.790 acre tract and said 691.822 acre tract, a distance of 3,275.62 feet to a 10-inch Cedar Post found marking the Southwest corner of said 70.83 acre Tract I and the herein described tract;

THENCE, North 10° 40' 13" West, along and with an East line of said 691.822 acre tract and the West lines of said 70.83 acre Tracts I and II, a distance of 2,008.96 feet to **POINT OF BEGINNING** and containing 148.5 acres of land.

Notes:

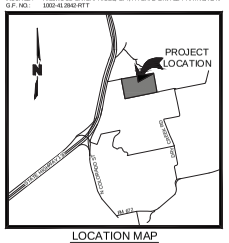
1) Bearing orientation is based upon the Texas Coordinate System, South Central Zone 4204, North American Datum of 1983 (NAD 83), 2011 Adjustment, Epoch 2010.00. Distances shown hereon are in Surface. To convert distances to Divide by the Surface Adjustment Factor of 1.00013.

2) This M&B description was prepared in conjunction with a survey of even date.

_____

Robert A. Harper, RPLS No. 6582
Summit Geomatics, Inc.
4603 N Stahl Park Suite 103
San Antonio, Texas 78217
TBPELS Firm No. 10194657

INSURED: HILLWOOD ENTERPRISES, L.P., A TEXAS LIMITED PARTNERSHIP
G.F. NO.: 1002-413942-RTT



LOCATION MAP
NOT TO SCALE

TITLE COMMITMENT NOTES:

10a. Easement granted by August Schuenemann to Texas Power & Light Company, recorded in Volume 121, Page 595, Deed Records, Caldwell County, Texas. **(Shown Hereon)**

10b. Easement granted by Adolf Seeliger and wife, Martha Seeliger, to Sinclair Refining Company, recorded in Volume 217, Page 118, Deed Records, Caldwell County, Texas. **(Shown Hereon)**

10c. Easement granted by Hilmer A. Seeliger to Humble Pipe Line Company, recorded in Volume 291, Page 578, Deed Records, Caldwell County, Texas. **(Shown Hereon)**

10d. Easement granted by Hilmer A. Seeliger and wife, Jewell Seeliger, to Plum Creek Conservation District of Lockhart, Texas, recorded in Volume 298, Page 210, Deed Records, Caldwell County, Texas. **(This easement is for floodwater retarding structure No. 22, which does not appear to have been constructed - No description for the easement - likely reverted back to Grantor due to no construction)**

10e. Easement granted by Jewell Seeliger, Alvina Bragg, and Lena Jackson to The Veterans' Land Board of the State of Texas, recorded in Volume 303, Page 567, Deed Records, Caldwell County, Texas. **(Shown Hereon)**

10f. Easement granted by Fane and Alvina Bragg to Delbert Decker recorded in Volume 322, Page 227, Deed Records, Caldwell County, Texas. **(This easement is a part of our subject tract - No description for the easement, Terrace outlet easement)**

10g. Easement granted by Delbert Decker to Plum Creek Conservation District of Lockhart, Texas, recorded in Volume 365, Page 79, Deed Records, Caldwell County, Texas. **(This easement is for floodwater retarding structure No. 22, which does not appear to have been constructed - No description for the easement - likely reverted back to Grantor due to no construction)**

10h. Easement granted Veteran's Land Board of Texas and Delbert Decker by to Plum Creek Conservation District of Lockhart, Texas, recorded in Volume 365, Page 393, Deed Records, Caldwell County, Texas. **This easement is for floodwater retarding structure No. 22, which does not appear to have been constructed - No description for the easement - likely reverted back to Grantor due to no construction)**

10i. Terms, Conditions, and Stipulations contained in the Easement and Right of Way Agreement, recorded in Volume 220, Page 838, Official Public Records, Caldwell County, Texas. **(This is a Blanket Easement- No description provided)**

10j. -10p; **(Not survey related)**

DESCRIPTION OF A 148.5 ACRE TRACT OF LAND
SITUATED IN THE LINKS M. BAKER SURVEY, ABSTRACT NO. 46
CALDWELL COUNTY, TEXAS

BEING a 148.5 acre tract of land situated in the James M. Baker Survey, Abstract No. 46 of Caldwell County, Texas, being all of a called 70.83 acre tract of land described as Tract I and all of a called 70.83 acre tract of land described as Tract II recorded in Volume 435, Page 472, of the Official Public Records of Caldwell County, Texas (O.P.R.C.C.T.); said 148.5 acre tract of land described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron rod found on the East right-of-way line of State Highway 130 a controlled access variable width right-of-way (right-of-way being dedicated in the following documents: Volume 579, , Page 39, O.P.R.C.C.T., Volume 579, Page 47, O.P.R.C.C.T., Volume 579, Page 27, O.P.R.C.C.T., Volume 579, Page 55, O.P.R.C.C.T., Volume 579, Page 65, O.P.R.C.C.T., Volume 579, Page 73, O.P.R.C.C.T., Volume 579, Page 81, O.P.R.C.C.T., Volume 579, Page 89 , O.P.R.C.C.T., Volume 579, Page 104, O.P.R.C.C.T., Volume 579, Pg. 112, O.P.R.C.C.T., Volume 579, Page 97, O.P.R.C.C.T., Volume 579, Page 120, O.P.R.C.C.T., Volume 579, Page 128, , O.P.R.C.C.T., Volume 619, Page 659, O.P.R.C.C.T., Volume 619, Page 661, O.P.R.C.C.T., and Volume 579, Page 136, O.P.R.C.C.T), being the Southwest corner of the remainder of a called 101.25 acre tract of land described in an instrument to Zerby Lynn Champion and wife Doris Bragg Champion recorded in Volume 356, Page 19, Deed Records of Caldwell County, Texas (D.R.C.C.T.) and being the Northwest corner of a called 691.822 acre tract of land described in an instrument recorded to Spencewood, Inc. recorded in Volume 194, Page 893, O.P.R.C.C.T.;

THENCE, South 61° 5 3' 33" East, along and with the North line of said 691.822 acre tract and the South line of said 101.25 acre tract, a distance of 93.52 feet to a 5-inch cedar fence corner post found for an angle point;

THENCE, North 7 8° 5 2' 36" East, continuing along and with the North line of said 691.822 acre tract and the South line of said 101.25 acre tract, a distance of 348.06 feet to a 4-inch cedar fence post found for an angle point;

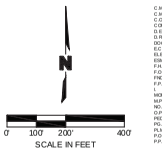
THENCE, North 7 8° 30' 19" East, continuing along and with the North line of said 691.822 acre tract and the South line of said 101.25 acre tract, a distance of 950.36 feet to a 5,/8-inch iron rod with cap stamped "Summit Geomatics, Inc." found in the center of an old tree stump with wire for the Northwest corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, North 79° 4'2' 13" East, along and with the North line of said 70.83 acre Tract 2 same being the South line of said 101.25 acre tract, and the South line of a called 78.962 acre tract of land described in an instrument to David L. Pittman recorded in Volume 35, Page 339, O.R.C.C.T., a distance of 3,290.86 feet to a 3/8-inch iron rod found on the West line of a called 118.357 acre tract of land described in an instrument to Bridge to One, Inc. recorded in Document No. 2021-009 484, O.P.R.C.C.T., being the Northeast corner of the herein described tract;

THENCE, South 10° 12' 23" East, along and with the West line of said 118.357 acre tract same being the East lines of said 70.83 acre Tracts I and II, a distance of 1,3 31.74 feet to a 3/8-inch iron rod found on the North line of a called 181.790 acre tract of land described as Tract 2 in an instrument to Spencewood Inc., recorded in Volume 503, Page 764, O.P.R.C.C.T., and marking the Southeast corner of said 70.83 acre Tract I and the herein described tract;

THENCE, South 7 8° 21' 1 2" West, along and with the South line of said 70.83 acre Tract I same being the North lines of said 181.790 acre tract and said 691.822 acre tract, a distance of 3,275.62 feet to a 10-inch Cedar Post found marking the Southwest corner of said 70.83 acre Tract I and the herein described tract;

THENCE, North 10° 40' 1 3" West, along and with an East line of said 691.822 acre tract and the West lines of said 70.83 acre Tracts I and II, a distance of 2,018.96 feet to **POINT OF BEGINNING** and containing 148.5 acres of land.



LEGEND

C.M.	CONTROLLING MONUMENT	R.C.P.	REINFORCED CONCRETE PIPE
C.I.P.	CAST IRON METAL PIPE	R.O.W.	RIGHT-OF-WAY
C.O.	CLEAN OUT	P.B.	TELEPHONE POST
CONC.	CONCRETE	TEL.	TELEPHONE
D.E.	DRAINAGE EASEMENT	U.C.B.	UNDERGROUND CABLE/COMMUNICATION BOX
D.R.C.C.T.	DEED RECORDS OF CALDWELL COUNTY, TEXAS	U.E.	UTILITY EASEMENT
DOC.	DOCUMENT	U.E.B.	UNDERGROUND ELECTRIC BOX
E.C.R.	ELECTRIC CONDUIT RISER	VOL.	VOLUME
E.M.	ELECTRIC METER	TEL. PED.	TELEPHONE PEDESTAL
ESMT.	EASEMENT	W.M.S.	WATER METER
F.H.	FIRE HYDRANT	W.M.	WATER METER
F.O.M.	FIBER OPTIC METER	W.V.	WATER VALVE
FND.	FOUND		CALCULATED POINT
P.P.	POWER POST		GUY
	PVDN		5/8 OR 1/2 INCH I.R.OD
MON.	MONUMENT		6 INCH DIAMETER NOTED
MAP R.C.C.T.	MAP AND PLAT RECORDS OF CALDWELL COUNTY, TEXAS		POWER POLE
NO.	NUMBER		SET 5/8 INCH I.R.OD W/CAP STAMPED "SUMMIT GEOMATICS, INC"
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS		BARBED WIRE FENCE
PED.	PEDESTAL		CHAIN LINK FENCE
P.O.B.	POINT OF BEGINNING		OVERHEAD UTILITY LINE
P.L.M.	PIPELINE MARKER		EDGE OF ASPHALT
P.O.B.	POINT OF BEGINNING		TxDOT R.O.W. - ACCESS DENIAL
P.P.	POWER POLE		ABSTRACT LINE
			CITY OF LOCKHART ETJ LINE
			FEMA FLOOD LINE

GENERAL NOTES:

1. BEARING ORIENTATION IS BASED UPON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE 4204, NORTH AMERICAN DATUM OF 1983 (NAD 83), 2011 ADJUSTMENT, EPOCH 2010.00. MEASUREMENTS ARE IN U.S. SURVEY FEET. DISTANCES AND COORDINATES SHOWN HEREON ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY USING THE COMBINED ADJUSTMENT FACTOR OF 1.000 0.15.
2. THIS SURVEY WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY UNDER G.F. NO. 1002-402927-RTT, DATED EFFECTIVE FEBRUARY 1, 2025 AND ISSUED ON FEBRUARY 28, 2025.
3. THE PROPERTY LIES IN ZONE "A" AND UNSHADED ZONE "X" AS DELINEATED ON THE FLOOD INSURANCE RATE MAP FOR CALDWELL COUNTY, TEXAS AND INCORPORATED AREAS, MAP NO. 48055C0130E, EFFECTIVE DATE JUNE 19, 2012. FLOODLINES SHOWN HEREON WERE OBTAINED FROM THE FEMA GIS DATA SET.
4. THE METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SURVEY.
5. FIELDWORK WAS COMPLETED ON JUNE 20, 2025.

TO HILLWOOD ENTERPRISES, L.P., A TEXAS LIMITED PARTNERSHIP, AND FIRST AMERICAN TITLE:

I, ROBERT A. HARPER, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS MANUAL OF PRACTICE REQUIREMENTS FOR A CATEGORY 1A, CONDITION 1, LAND TITLE SURVEY. THE FIELDWORK WAS COMPLETED ON THE 20TH DAY OF JUNE, 2025 UNDER MY DIRECT SUPERVISION.

DATED THIS THE 23RD DAY OF JUNE, 2025.

STATE OF TEXAS
ROBERT A. HARPER
6582
REGISTERED PROFESSIONAL LAND SURVEYOR

PRELIMINARY; THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

ROBERT A. HARPER, RPLS NO. 6582
SUMMIT GEOMATICS, INC.
TEL: (210) 971-4870
RHARPER@SUMMIT-GEOMATICS.COM

SUMMIT GEOMATICS, INC.
4603 NS TAHL PARK SUITE 103
SAN ANTONIO, TEXAS 78217
Tel: 210-971-4870 | summit@geomatics.com
TBPELS FIRM NO. 10194657

CATEGORY 1A, CONDITION 2
LAND TITLE SURVEY OF
148.5 ACRES OF LAND
SITUATED IN THE
JAMES M. BAKER SURVEY, A-46
CALDWELL COUNTY, TEXAS

SCALE:	JOB NO.:	DATE:	SHEET:
1"=200'	25.0125	06/23/2025	1 OF 1

S:\03_Summit_Projects\2025-Projects\25.0125_Grey_Meadow\Post-Spencewood_Lockhart\03_Final\01_CAD\Metadata\25.0125_ALTA_Master.dwg 6/23/2025 3:08 PM, rharper

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: July 21, 2026

AGENDA ITEM CAPTION: Receive an update from Republic Services regarding the transition to new solid waste services beginning August 1st.

ORIGINATING DEPARTMENT AND CONTACT: Public Works - Sean Kelley

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: Update from Republic Services regarding the transition and implementation of the City's new solid waste services. This update will include information on residential universal recycling, new cart distribution, recycling route changes, monthly brush and bulky waste collection, and the upcoming transition to automatic side-loading collection trucks.

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: None.

LIST OF SUPPORTING DOCUMENTS: 07.21.26 - Republic Services Transition Update

REPUBLIC SERVICES
Lockhart
Coming 2026
Próximamente en 2026
New cart delivery begins the week of July 27–31, 2026.
La entrega de contenedores comenzará la semana de Julio 27– 31, 2026

Lockhart, TX, recycling and trash cart program

Trash and Recycle carts will be delivered and replaced with new carts the week of July 27–31, 2026.

****Leave out BOTH carts on your trash day****

Los contenedores de basura y reciclaje se entregarán y se reemplazarán por carros nuevos la semana de julio 27–31, 2026.

Dejar fuera LOS DOS contenedores en el dia de servicio de basura

***Leave out both recycling and trash carts for final service and pickup. Please leave carts at the curb until they're removed.**

**Deja fuera tanto los contenedores de reciclaje como los de basura para el servicio final y la recolección. Por favor, déjalos en la acera hasta que los retiren.*

For more information, call **512.243.2833** or scan the QR code.

REPUBLIC SERVICES

Sustainability in Action

©2026 Republic Services, Inc.

Converting From Rear-Load to Automated Side-Load Trucks

The City of Lockhart, Texas, recently upgraded to cart only service for trash and recycling. This change also meant a conversion to automated side-load trucks. The conversion significantly improved safety and brought noticeable improvements to the community.

Proper Cart Placement Is the Key to Automated Service

- Have the cart at the curb by 6 a.m. on your collection day.
- Place the cart at least 5 feet from any object – like a car, tree, pole, fire hydrant, mailbox, electrical box or cable box – so the automated arm can reach your cart.
- Please maintain this same distance of 5 feet between recycling and waste carts.
- Don't lean anything against the cart.
- Don't place your cart under a tree.
- Place carts 1 foot from the curb or edge of the street.
- Place the cart with the arrows on the lid pointing toward the street and the handle toward your house.
- Remember to close the lid of the cart.
- Please don't allow children to play in or around the carts. Our trucks use mechanical arms to pick up the recycling and waste carts.

Automated side-load trucks are not only safer for our drivers, but they're safer for the communities where they pick up recycling and waste.

If you have any questions about this new service, please contact the Republic Services customer service department at **512.243.2833**. For more information, visit **RepublicServices.com**.

REPUBLIC SERVICES
Sustainability in Action

Lockhart TEXAS

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City of Lockhart
Monthly Bulk Pickup

Republic Services, the City of Lockhart's contractor for solid waste removal, will collect bulk waste monthly on the same day as the trash service day. Monthly bulk collection will be scheduled on a rotating weekly schedule, as outlined below.

Service Day	Monthly Bulk Collection
Monday	Bulk collection on the first week of the month on Monday
Tuesday	Bulk collection on the second week of the month on Tuesday
Thursday	Bulk collection on the third week of the month on Thursday
Friday	Bulk collection on the fourth week of the month on Friday

Place your items at the curb by 7 a.m. on your trash day for collection. When placing items, please do not block the sidewalk. Excluded items and items placed at the curb after 7 a.m. will be the resident's responsibility to discard. Residents may set out up to 4 cubic yards per month of brush and bulk waste. Residents may request additional brush and bulk waste collection services for an additional cost.

Accepted Items

- ✓ Appliances that do not contain Freon® (please provide 2 feet of side clearance)
- ✓ Carpeting (cut and rolled less than 4' x 4' x 40 lbs.)
- ✓ Furniture
- ✓ Scrap metal (less than 4' long)
- ✓ Wooden fencing material/treated wood (bundled less than 4' x 4' x 40 lbs. and free of all nails, screws, concrete and metal)
- ✓ Mattresses
- ✓ Bundled tree limbs, brush and lawn bags*

*(6) 30 gallon lawn bags equals 1 cubic yard

If you have any questions or encounter any pickup issues, please contact the Republic Services Customer Resource Center at **512.243.2833** or **customerexperience@RepublicServices.com**.

Scan the QR code to view your collection schedule and get real-time service tracking with Track My Truck.

Excluded Items

- ✗ Appliances that contain Freon® (refrigerators, freezers, air conditioner units)
- ✗ Televisions and computers
- ✗ Automotive products/fluids
- ✗ Demolition/ construction debris or metal fencing
- ✗ Batteries, ammunition or explosives
- ✗ Tires
- ✗ Hazardous chemicals
- ✗ Concrete, rocks, dirt and sand, masonry
- ✗ Railroad tie lumber
- ✗ Pianos, hot tubs, motorcycles, vehicle parts or items larger than a normal-sized appliance

REPUBLIC SERVICES
Sustainability in Action

Lockhart
TEXAS

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Important changes to the Lockhart, TX, recycling and trash cart program

****IMPORTANT: Please place recycling and trash carts at the curb for final removal and replacement of carts: July 27–31, 2026**

On August 1, 2026, the new agreement with enhanced recycling and trash services will begin. Each resident will receive one new recycling cart and one new trash cart. Commercial customers utilizing trash carts will also receive a new trash cart and will have the option for recycling service, either with cart or dumpster of choice.

Servicing of the carts will be done using automatic side load (ASL) trucks and will require proper spacing of carts to be clear of obstacles and obstructions.

If anyone in your household is 62 years of age or older, you are eligible for a senior discounted rate and qualify for smaller 65-gallon carts. Please contact the City of Lockhart to apply.

Every household will receive a 95-gallon blue cart for trash and also a 95-gallon blue cart for recycling. Recycling and trash must be placed in these carts for service. The lids will indicate which cart is trash and which is for recyclables: black = trash, blue = recycling. There will be no change to the trash collection schedule.

Recycling will still be collected the same day as trash, but will be serviced on an every-other-week schedule. Each household will receive notices indicating their recycling week and acceptable/non-acceptable items and other relevant cart information. Bulk and brush waste will be serviced separately. Monthly Bulk collection will be scheduled on a rotating weekly schedule, on your service day. Details to be provided.

Proper Cart Placement

For more information, call **512.243.2833** or scan the QR code.

REPUBLIC SERVICES

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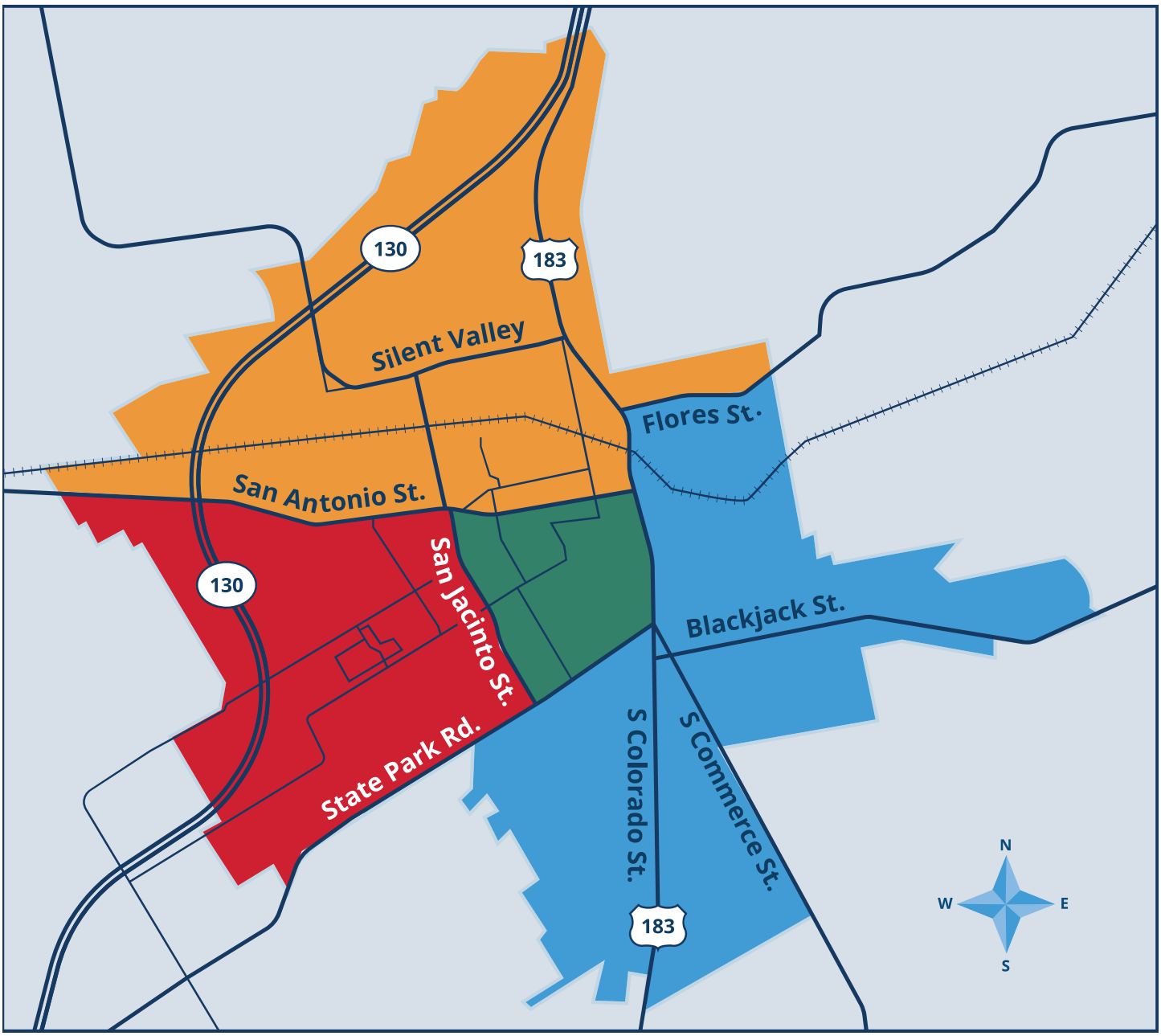
City of Lockhart
Residential Trash Collection Routes

Monday Tuesday Thursday Friday



If you have any questions, please contact the Republic Services customer service department at **512.243.2833**. For more information, visit **RepublicServices.com**.

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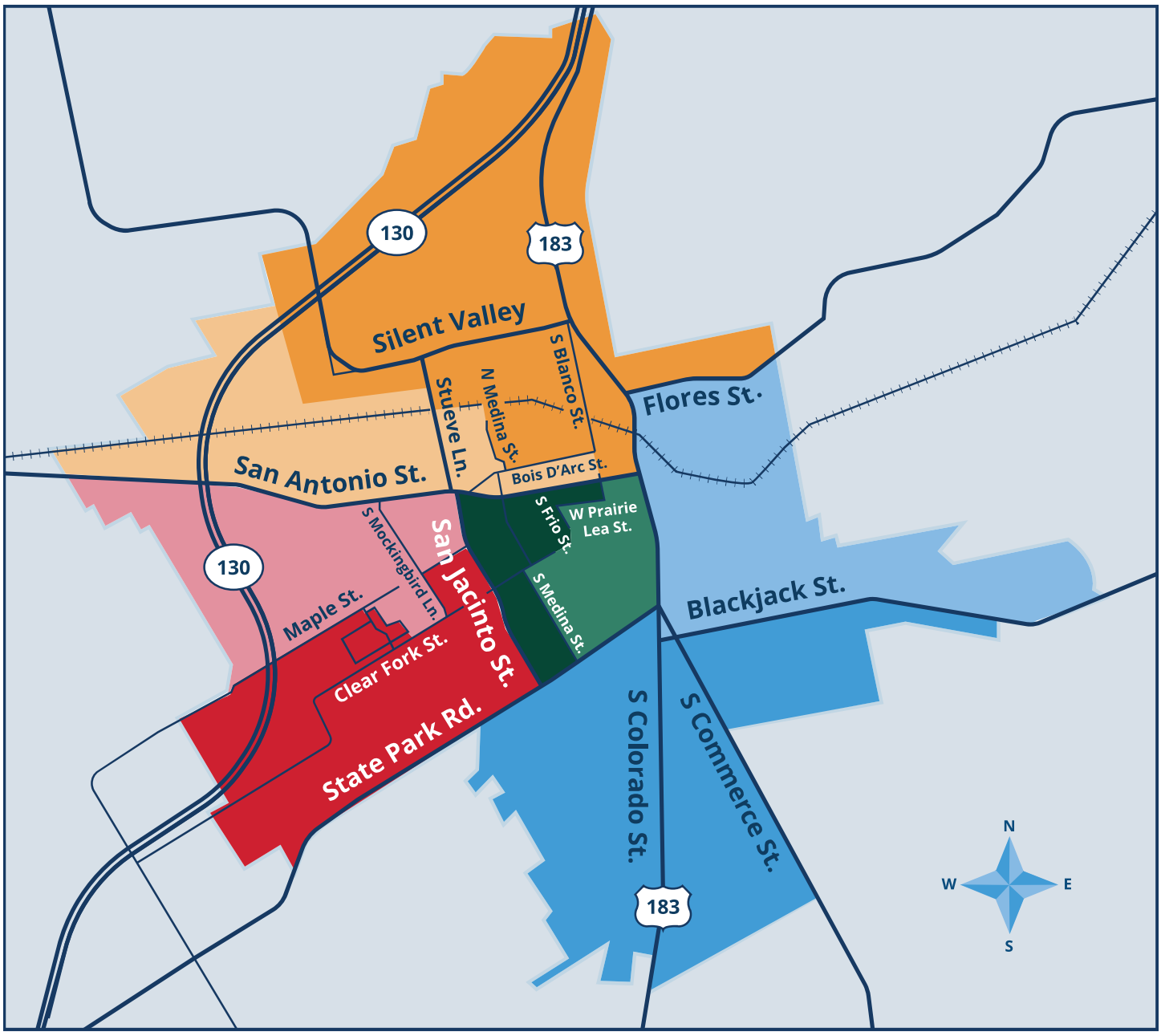
City of Lockhart
Residential Recycling Collection Routes

Monday - A Week
Monday - B Week
Tuesday - A Week
Tuesday - B Week
Thursday - A Week
Thursday - B Week
Friday - A Week
Friday - B Week



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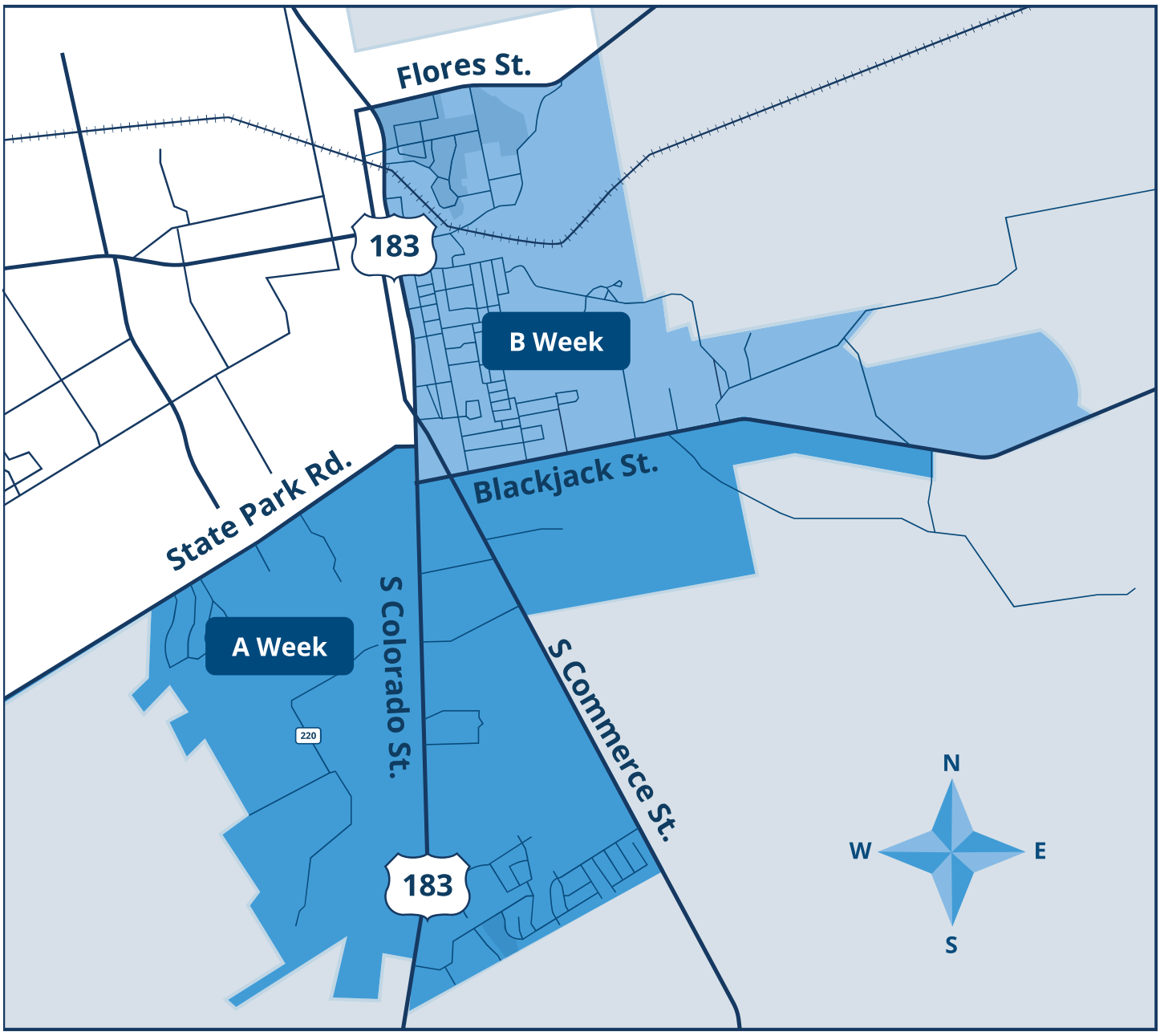
City of Lockhart
Monday Recycling Collection Route

Monday - A Week Monday - B Week



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City of Lockhart
Tuesday Recycling Collection Route

Tuesday - A Week Tuesday - B Week

If you have any questions, please contact the Republic Services customer service department at **512.243.2833**. For more information, visit **RepublicServices.com**.

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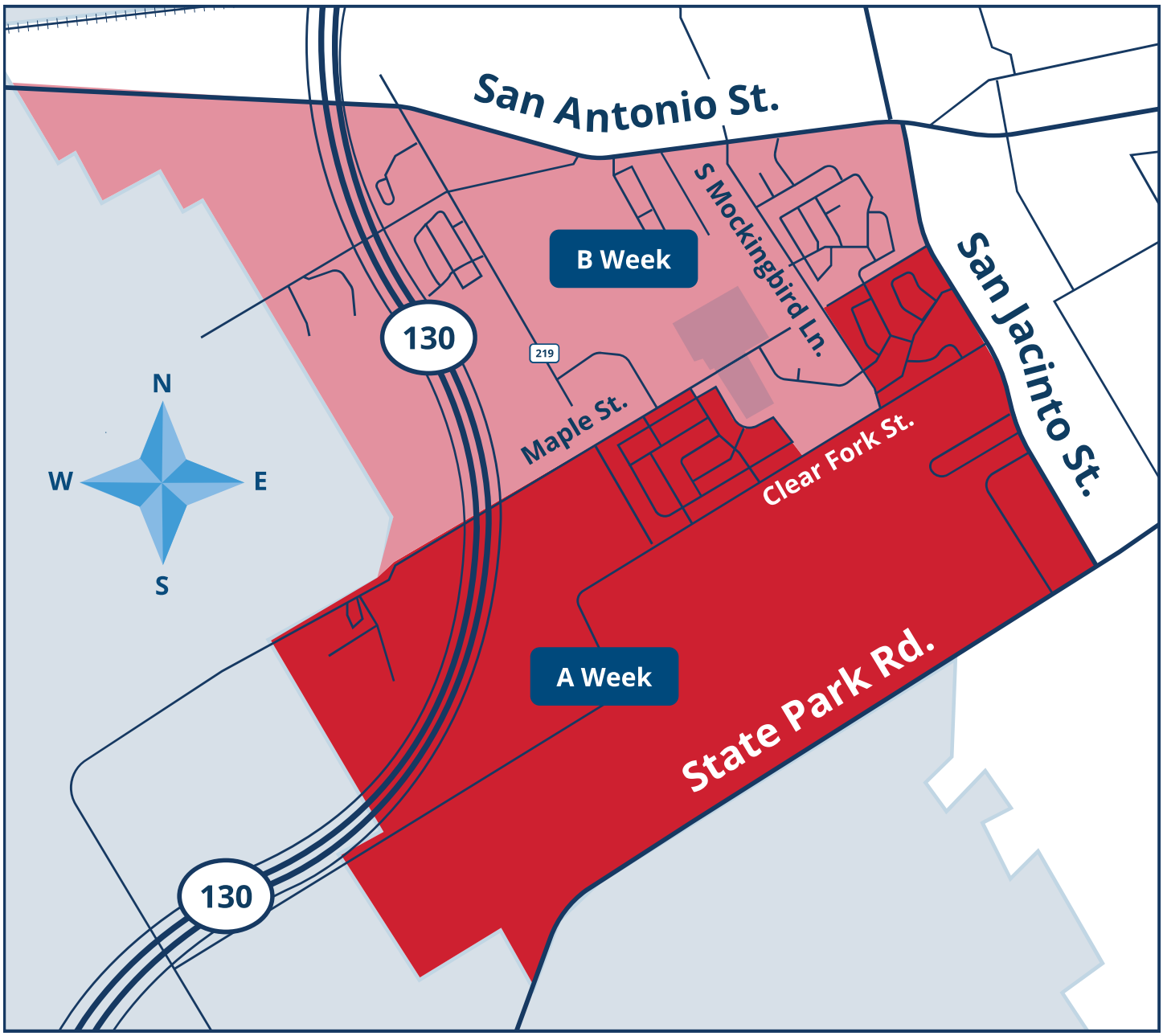
City of Lockhart
Thursday Recycling Collection Route

Thursday - A Week Thursday - B Week



If you have any questions, please contact the Republic Services customer service department at **512.243.2833**. For more information, visit **RepublicServices.com**.

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City of Lockhart
Friday Recycling Collection Route

Friday - A Week Friday - B Week

If you have any questions, please contact the Republic Services customer service department at **512.243.2833**. For more information, visit **RepublicServices.com**.

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City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: July 21, 2026

AGENDA ITEM CAPTION: Discussion regarding Ordinance 2026-31 amending Chapter 48 "Solid Waste" of the City of Lockhart Code of Ordinances.

ORIGINATING DEPARTMENT AND CONTACT: Public Works - Sean Kelley

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION:

Ordinance 2026-31 is for consideration of proposed redline amendments to Chapter 48 “Solid Waste” of the City of Lockhart Code of Ordinances. The amendments are necessary to update the City Code in advance of the new solid waste services contract, which will go into effect August 1, 2026.

The proposed changes clarify service responsibilities between the City, the City’s designated solid waste contractor, and customers. The amendments also update language related to authorized collection, use of City-provided carts and bins, roll-off and construction containers, cart placement and storage, brush and bulky waste collection, senior rate eligibility verification, and recycling services.

The redline amendments are intended to remove outdated language, align Chapter 48 with the new contract, improve consistency in service delivery, and provide clearer requirements for customers and enforcement.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:
Funds Required:
Account Number:
Funds Available:
Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff respectfully recommends

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

approval of Ordinance 2026-31 amending Chapter 48 "Solid Waste" in the Code of Ordinances.

LIST OF SUPPORTING DOCUMENTS: Ord. 2026-31 Ch 48 Solid Waste Amendments, Presentation Amendments Chapter 48

ORDINANCE NO. 2026-31

AN ORDINANCE OF THE CITY OF LOCKHART, TEXAS, AMENDING THE CITY OF LOCKHART CODE OF ORDINANCES, CHAPTER 48 "SOLID WASTE" TO CLARIFY OPERATIONAL STANDARDS FOR THE PROVISION OF SOLID WASTE SERVICES; PROVIDING FOR SEVERABILITY; PROVIDING A REPEALER; PROVIDING FOR PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, The City of Lockhart, Texas (the "City") is a home rule city having authority to utilize police power regulation for the health, safety, and general welfare of the citizens of the City; and

WHEREAS, the City Council of the City has determined that the provision of solid waste collection is necessary for the health, safety, and general welfare of its citizens; and

WHEREAS, the City Council of the City has determined that updating, revising, and amending provisions of Chapter 48 "Solid Waste" of the Code of Ordinances is necessary to provide effective and efficient solid waste collection services; and

WHEREAS, the City Council has determined that amending Chapter 48 of the Code of Ordinances serves a public purpose and the City Council desires to amend the Code of Ordinances accordingly.

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

SECTION 1. The foregoing recitals are approved and adopted herein for all purposes.

SECTION 2. Chapter 48 "Solid Waste" of the Code of Ordinances is hereby amended as follows (with deletions shown as ~~strikeouts~~ and additions shown as <u>underlines</u>), and all other sections not expressly amended shall remain in full force and effect:

Sec. 48-1. Definitions.

For the purpose of this chapter, the following words and phrases shall have the meanings respectively ascribed to them:

Bags: Plastic sacks designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed 35 pounds.

Bin: Metal receptacle designed to be lifted and emptied mechanically for use only at commercial/industrial units; also known as a dumpster or container.

Bulky waste: Stoves, refrigerators, water heaters, washing machines, furniture and waste materials other than garbage, construction debris, dead animals, tires, rubbish, hazardous or special wastes, or stable matter, with weights or volumes greater than those allowed for bins, bags, or garbage containers, as the case may be.

Bundle waste: Tree, shrub and brush trimmings~~, cardboard, or newspapers and magazines~~ securely tied together forming an easily handled package not exceeding four ~~five~~ feet in length. Bundle waste also includes rubbish placed in an authorized receptacle (also see the definition for "*rubbish*").

City: City of Lockhart, Texas.

City council or *council:* The legislative and governing body of the City of Lockhart.

Commercial or industrial unit: Any premises, location or entity, public or private, requiring garbage and rubbish collection within the corporate limits of the city and not a residential unit.

Construction debris: Waste building materials resulting from construction, remodeling, repair or demolition operations of all types of buildings.

Dead animals: Domestic animals of 40 pounds or greater, or portions thereof, that have expired from any cause, except those slaughtered or killed for human use.

Disabled customer at the door service: Special service offered for collection of trash carts placed within 75 feet of street right-of-way with direct access for customers who have provided acceptable proof of disability.

Disposal site: A solid waste depository that has been officially designated by the city for receipt of solid waste as directed by the city. Disposal sites shall include, but not be limited to, sanitary landfills, processing/separation centers licensed, or any City owned property allowed to accept solid waste materials and is permitted or approved by all governmental bodies and agencies having jurisdiction over said site.

Electronic recycling: The collection of televisions, radios, computer items, monitors, cameras, telephones, cell phones, VCR or other recording devices, and related electronic items for recycling purposes.

Garbage: All household discarded food and trash except that waste that can be included in the definition of bulky waste, bundle waste, construction debris, dead animals, hazardous waste, rubbish, stable matter or electronic recycling.

Hand collection: The collection of solid waste or garbage other than in city or agent receptacles or bins, as provided in section 48-40 for bulky/bundle waste, and as provided in section 48-42 for "at-door" collection and special waste collection.

Hazardous and special wastes: Any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or any appropriate agency of the state as "hazardous" or "special."

Junked vehicle: Any vehicle as defined in V.T.C.A., Transportation Code § 683.071, or as hereafter amended.

Premises: Any residential unit, commercial/industrial unit, vacant lot, and all other property within the city limits.

Receptacle: A 65~~35~~-gallon or 95-gallon trash cart or trash dumpster/bin provided by the city or its agent, authorized according to the collection method chosen by the city to receive garbage, rubbish or bundled waste from premises within the city. Only receptacles provided by the city or its agent shall be eligible for solid waste collections.

Recycling, curbside: Collection of designated recyclable items at the right-of-way at times determined by the city.

Residential unit: A dwelling within the corporate limits of the city occupied by a person or group of persons requiring solid waste collection. A residential unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. All single-family units or each of the units in a multifamily dwelling shall be considered residential dwelling units individually.

Rubbish: All waste wood, wood products, grass cuttings, dead plants, weeds, leaves, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass; ashes, cinders, floor sweepings, glass, mineral or metallic substances, as well as any and all other waste materials not included in the definition of bulky waste, construction debris, dead animals, garbage, hazardous waste, or stable matter so long as such rubbish is placed in an authorized receptacle (also see the definition of "*bundle waste*").

Solid waste: All rubbish, garbage, recyclable, bulky or bundled waste generated within the city.

Solid waste provider: The City or any third party approved by the City Council to provide solid waste services on behalf of the City.

Special events: Activities that include, but are not limited to, carnivals, fairs, festivals, sporting events, rodeos, special gatherings, rallies and parades which occur at infrequent intervals or only at certain times of the year.

Stable matter: All manure and other fecal waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.

Sec. 48-2. Littering prohibited.

It shall be unlawful for any person to throw, drop, cast, or deposit on any street, alley, sidewalk, or any yard or premises, public or private, any solid or hazardous waste of any type.

Sec. 48-3. Authorized use of receptacles.

Only city residents, and entities located within the city, are authorized to use the city's solid waste collection system. It shall be unlawful for any person/entity to place solid waste that is not generated on their premises within the city in a city-provided receptacle, any other container, or as bundled or bulky waste, for solid waste collection by the city or its agent.

Sec. 48-4. Requirements of disposal site.

(a) The city's directly operated disposal site shall operate in accordance with current state regulations. As such it will accept only those materials allowed for disposal under state regulations. All bundle waste brought to this site, as well as lumber (with nails removed), drywall and related construction debris must be cut into lengths of five feet or less. All trucks and trailer loads of material brought to this site must be tarped or covered. The public works director or designee is authorized to refuse acceptance when material does not meet these requirements and/or when quantities exceed available dump space.

(b) Disposal of all other varieties of solid waste not permitted to be disposed of under state regulations shall be disposed of in a manner and at a state health department permitted disposal site designated by the city.

(c) The city may change disposal site regulations in accordance with any requirements of state or federal disposal site regulations.

(d) Solid waste considered by the city to be detrimental to the health, safety, or welfare of the general public, or which the city believes would be detrimental in any way to the disposal site shall not be accepted. All items to be disposed of in the city's or its agent's disposal site shall be inspected by site personnel. Items found to be prohibited by city, county, state or federal regulations, or which are determined to be outside the handling capabilities of the city's or its agent's equipment or personnel shall not be accepted.

Sec. 48-5. City disposal site rates.

(a) Use of the city disposal site described in subsection 48-4(a) shall be governed by the rates established by city council resolution from time to time.

(b) ~~Debris and waste from the demolition of any structure greater than 120 square feet will not be accepted at the city disposal site. The demolition contractor or owner must transport or contract for the transport of such material to a licensed landfill approved by the state.~~ Debris from demolition material will not be accepted by the City. It is the responsibility of the contractor to remove such material and dispose of it properly at a licensed landfill approved by the State of Texas.

(c) Tires will be accepted from city residents at the public works facility for disposal and will be subject to disposal fees, per rim size, as established by city council resolution from time to time.

(d) Fees for the disposal of white goods (stoves, refrigerators and freezers without refrigerant, washers, dryers, and related appliances), furniture items, and electronic items shall be established by city council resolution from time to time.

(e) ~~Construction waste in amounts greater than the capacity of the largest vehicle for which a disposal fee is established by city council resolution shall not be accepted at the city's disposal site.~~ It is the sole responsibility of the property owner, lessee, and/or contractor to properly dispose of construction ~~such~~ waste by making arrangements with the ~~city's collection agent~~ solid waste provider or taking it to a licensed disposal site. ~~a private waste collection entity.~~

(f) Current owners and/or occupants of residential and commercial/industrial units located in the city must present to the attendant at the city disposal site described in subsection 48-4(a), a current utility bill for those premises he owns or occupies as well as a valid driver's license before permission to unload at this site will be given. Failure to provide this identification to the attendant shall result in the city refusing the use of the disposal site.

(g) Solid waste generated outside the city limits will not be accepted at the city's disposal site.

(h) The city reserves the right to reject solid waste at the city disposal site, where city staff reasonably believes that the solid waste violates this ordinance, state or federal law, does not meet the descriptions or standards of this ordinance, or poses a threat to health and safety. A customer whose solid waste is rejected may request reconsideration by the city manager or her/his designee.

Sec. 48-6. Solid waste on private premises.

(a) It shall be unlawful for the owner or occupant of premises within the city to permit garbage; hazardous, bundle or bulky waste; construction debris; stable matter; rubbish; junked vehicles; or other miscellaneous solid waste to remain or accumulate on such property or premises, whether or not such waste belongs to the owner and/or occupant of such premises. If the owner and/or occupant of such premises is a current utility customer of the city and the city manager or ~~his~~ their designate has determined that the accumulation of solid waste on the premises is an immediate threat to the public's health, the city may collect or have collected the solid waste at the owner's and/or occupant's expense and recover the fees for collection of this waste on the owner's and/or occupant's city utility account. Failure to pay this fee will result in disconnection of utility service to the premises.

(b) The city reserves the right to refuse collection of solid waste from those premises not currently paying solid waste collection fees.

Sec. 48-36. Mandatory.

Collection of garbage and of other solid waste as determined by the city shall be compulsory for all users of utilities, and/or generators of solid waste within the city limits except as allowed herein. Fees shall be billed based upon availability of service, whether such service is actually used or not. Seasonal businesses are continuously closed for business six months or more per calendar year, may request disconnect of solid waste service in writing for that period of time they are closed when no solid waste is generated. The business representative must activate or connect solid waste service in writing through the city utility office when the business opens. Seasonal business structures under construction and/or rehabilitation shall not be eligible for this provision and normal solid waste rates shall apply.

Sec. 48-37. Authorized collector.

Collection of garbage and of other solid waste as determined by the city shall be performed only by the city and/or its designated agent operating under contractual agreement with the city, unless otherwise excepted by state law.

Sec. 48-38. Method of collection.

(a) Garbage and other solid waste as determined by the city shall be collected in ~~35~~65-gallon receptacles, 95-gallon receptacles, or bins provided by the city or its agent. Determinations concerning who receives collection by receptacle versus bin collection shall be made solely by the city manager or designee. Generally, those duplex and triplex residential multifamily units or commercial units with a weekly solid waste volume of more than 285 gallons (equivalent to three 95-gallon receptacles) shall receive bin collection unless otherwise approved by the city manager or designee.

(b) If a residential unit development or commercial/industrial unit produces 285 gallons or the equivalent of three 95-gallon receptacles or more of solid waste weekly, the city may provide a bin instead of receptacles, and may combine the solid waste collection with another residential or commercial/industrial unit so as to receive bin collection. If the city elects to do this, each residential unit within the development or commercial/industrial unit shall be charged at least

the minimum equivalent charge for collection service for each unit or rate established from time to time by the city council.

Sec. 48-39. Receptacles generally.

(a) All premises receiving city solid waste collection services shall only utilize the 65-gallon receptacles, 95-gallon receptacles, or bins provided by the city or its agent, for disposal of all their solid waste, unless otherwise authorized by the city. Solid waste collection shall be provided as designated by and according to the method of collection utilized by the city.

(b) The solid waste provider is the sole provider of solid waste collection, including temporary roll-off open top construction containers, and prohibits others from engaging in solid waste collection, removal, and transport without a franchise, contract, or permit.

(cb) All hand collection receptacles shall be maintained by the customer in a manner so as not to become a nuisance or health hazard on the premises or in the neighborhood where it is placed.

(de) No person shall remove the cover of any receptacle, bin, or other garbage container or open any garbage or waste bag, except when depositing or removing the contents with the authority of the property owner or lessee, nor interfere interefere in any manner the bin, receptacle, or container, or the contents thereof, except those persons authorized for such duty by the city.

(ed) All owners and/or occupants of premises receiving receptacle collection shall place their receptacles at street side or curbside for collection except as otherwise provided for disabled customers. If street side collection is not feasible, the owner and/or occupant of such premises shall place the receptacle at a place most accessible for collection by the authorized collector. If receptacles are not reasonably accessible by the authorized collector, the contents thereof shall not be collected. However, the owner and/or occupant of the premises shall still be responsible for collection and disposal of the waste and shall pay the monthly collection fee.

(f) Receptacles may be removed from the customer's premises only by department employees or solid waste provider.

(g) A customer shall deliver a receptacle to the designated collection location at the public street or alley between 8:00 p.m. on the day preceding the collection day, but no later than 7:00 a.m. of the collection day, and shall remove the receptacle from the collection location not later than 9:00 p.m. the day after collection.

(he) Bins set out for collection use shall not be overloaded, abused, or set on fire. Damage to bins is recoverable by the city or its authorized collector.

(if) All owners and/or occupants of premises receiving bin solid waste collection service shall place all their solid waste designated for collection by the city's agent within the bin assigned to them by the city for their use in solid waste collection. Solid waste placed anywhere outside of the assigned bin shall not be collected. If the owner and/or occupant of the premises places his solid waste outside of the assigned bin, the city may increase the bin size and/or collection frequency at that owner's and/or occupant's expense so that adequate room is available in the bin for placement of the solid waste generated from those premises. Additionally, if the solid waste placed outside of the bin is not deposited inside the bin in a timely manner and represents a potential health hazard and/or litter source, the city or its agent may remove such solid waste at the expense of the owner and/or occupant of the premises as well as pursue enforcement of sections 48-3 and 48-6.

Sec. 48-40. Bulky/bundle waste hand collection ~~and brush chipping~~ requirements.

(a) Bundle and bulky waste hand collection service shall be provided only to residential units and hand collected commercial/industrial units.

(b) Bundle waste shall be prepared in accordance with the requirements of section 48-1 and placed street side or curbside for collection. All loose materials that cannot be bundled must be placed in receptacles or bins for pickup. Bulky waste shall be placed street side or curbside for hand collection.

(c) Brush and limb collection ~~chipping~~ services provided by the solid waste provider shall be limited to 4 ~~12~~ cubic yards or less per customer address, per scheduled service visit ~~according to the fees established in section 48-42~~.

(d) Any customers with bundle and bulky waste exceeding the 4 cubic yards shall be required to arrange for the disposal through the solid waste provider or otherwise dispose of the materials at their own expense. The City reserves the right to coordinate removal of any excess waste through the solid waste provider, with all associated disposal costs charged to the customer.

(e) Tree trimming and/or construction contractors are responsible for removal of limbs and/or trees they cut. Limbs and brush shall not be placed in the street for chipping.

Sec. 48-41. Collection frequency.

(a) Commercial/industrial units receiving receptacle hand collection service shall receive once per week collection service according to pickup times, days, and routes determined by the city. Residential hand collection shall receive once per week collection at times, days and routes determined by the city.

(b) Commercial/industrial and residential units receiving bin collection shall receive collection service based on a pickup frequency and bin size dictated by volume and type of solid waste determined solely by the city manager or his designate. Bin size, location and pickup frequency shall be adjusted only by the city manager or his designate, based on changes in volume and/or collection needs.

(c) Food establishments shall pay for and receive collection services a minimum of three times per week in the interest of public health and sanitation if they are open more than three days per week.

Sec. 48-42. Collection fees.

Solid waste fees established by city council resolution shall be assessed and collected through the city billing department for each residential dwelling unit and commercial/industrial unit within the city limits as follows:

(1) *Residential units:*

a. A residential living unit shall be charged a collection fee as established by city council resolution from time to time, for collection of garbage. Garbage collection shall be one time per week with the city or agent provided receptacle or bin. Solid waste disposal site use by residents shall be as described in subsection 48-5(a). A collection fee shall apply to residential living units receiving either receptacle or bin collection services. Senior citizen utility customers (65 years or older) that are billed by the city directly for garbage/solid waste services may apply to the city for a

monthly rate reduction for these services as established from time to time by the city council. Qualified disabled customers may request "at the door" garbage collection services at a collection fee established by the city council.

Garbage and waste collections exceeding 285 gallons per week or equivalent to three 95-gallon receptacles or more are subject to additional pro-rated charges based on volumes of garbage/solid waste. Fees for each city or agent issued receptacle are established by the city council. ~~Up to one-fourth cubic yard of extra qualifying residential waste (special waste), not including garbage, may be placed with receptacles for pickup on the same day as regular service without additional special charges.~~ Other special waste may be disposed of in the manner and at rates established from time to time by city council resolution.

b. Solid waste that consists of material that would otherwise be described as bundle waste (such as brush) that requires special handling or bulky waste, except that it is not properly prepared per the bundle and rubbish requirements of section 48-1, may be collected by the ~~city~~ solid waste provider and a fee charged to that premises' utility account. However, should the ~~city~~ solid waste provider, at its discretion, elect not to collect this material, it is still the responsibility of the owner and/or occupant of the premises to properly collect and dispose of said material. Charges for the city's provision of this service are as established by city council resolution from time to time.

c. Residential solid waste customers receiving a senior citizen rate, discount, or reduced charge shall be required to verify eligibility on an annual basis in a form and manner established by the City. Failure to submit the required annual verification by the deadline established by the City may result in removal of the senior rate and billing at the standard residential solid waste rate. The City may require documentation reasonably necessary to confirm eligibility, including proof of age, residency, account status, or other applicable criteria. Any customer removed from the senior rate may be reinstated upon submission and approval of the required verification, subject to City billing policies and procedures.

(2) *Commercial/industrial units.*

a. *Bin collection, stand-alone.* A stand-alone commercial/industrial unit used by a single customer with a weekly solid waste volume of 285 gallons or more shall receive sold waste bin service as determined by the city, and shall be charged a monthly collection fee established from time to time by the city council.

b. *Bin collection, combo users.* A commercial/industrial unit composed of multiple customers, each with a weekly solid waste volume of 285 gallons or less, that is sharing usage of a bin for solid waste collection with other commercial/industrial units, shall be charged a minimum collection unit fee as from time to time established by the city council.

c. *Multi-tenant commercial properties* shall be served by one or more shared commercial solid waste containers, dumpsters, or compactors approved by the City or its authorized solid waste provider, unless separate service is approved in writing by the City. The property owner, property manager, or other responsible party shall provide and maintain the shared container area, including the number, size, location,

enclosure, accessibility, and collection frequency necessary to serve all tenants on the property. Each tenant shall use the approved shared container unless otherwise authorized by the City. The City may require a written agreement identifying responsibility for service charges, maintenance, access, overflow prevention, and compliance with this chapter.

d. *Commercial Dumpster Enclosures Required Upon Service Change.* Any commercial, industrial, institutional, or multi-tenant property utilizing commercial dumpster service shall provide and maintain an approved dumpster enclosure when required by the City. An enclosure may be required when a new commercial dumpster account is established, when a container is added or increased in size, when collection frequency is increased due to overflow, nuisance conditions, inadequate container capacity, or repeated noncompliance, or when the City determines that screening is necessary for public health, safety, sanitation, or aesthetics. The enclosure shall comply with City standards for location, access, screening, gates, concrete pads, maneuvering area, and visibility from public rights-of-way or adjacent properties. No commercial dumpster service change shall be approved until the required enclosure, pad, and access improvements are approved by the City, unless a temporary approval is granted in writing by the City Manager or designee.

(3) *Commercial bin/single residential dwelling units.* Stand-alone bin customers whose single residential dwelling unit is located on the same premises as their commercial business shall be charged unit fees as established by the city council from time to time.

Sec. 48-43. Special events.

Solid waste collection and disposal service for special events held within the city shall be performed in a manner established by the city manager or his/her designee, with the sponsor of the special event being responsible for payment of all fees for this service. Sponsors not having a current utility account with the city may be required to make payment for the service in advance. Fees for this service may not be waived except by approval of the city manager or his/her designee. Hand collection fees for special events shall be established by the city manager or his/her designee, while bin collection fees for special events will be assessed by the city according to its contract with its current agent performing this service. Sec. 48-44. Fecal matter, dead animals and parts thereof.

(a) It shall be unlawful for any property owner or occupant to place excessive amounts of fresh or untreated fecal matter in any household garbage containers for collection by the city. It shall be the sole responsibility of the owner or occupant of the property from which such matter is generated to properly treat and/or dispose of it.

(b) It shall be the sole responsibility of the property owner or occupant to properly dispose of large dead animals such as horses, cattle, sheep, etc.

(c) Dead domestic animals such as cats, dogs, etc., and/or wild animals and game, and/or parts thereof, shall not be collected with normal household garbage. It shall be responsibility of the owner or occupant to:

(1) Securely wrap dead domestic animals, including wild animals and/or game in plastic and then notify the animal control officer for appropriate disposal; and

(2) Securely wrap parts of domestic dead animals and/or parts of wild animals and/or game in plastic and then notify the public works sanitation department for appropriate disposal.

Sec. 48-45. Special and hazardous waste.

Collection and disposal of special and/or hazardous wastes generated within the city shall be the sole responsibility of the owner and/or occupant of the premises generating such hazardous waste. Such wastes include all hazardous medical waste from doctor offices, clinics, hospitals, pharmacies or any other such medical related facility. All hazardous waste collections and disposals must be in compliance with the most recent applicable local, state and federal laws, rules and regulations.

Animal health related businesses and/or residential solid waste customers must dispose of all animal health and/or medical sharps, needles and syringes with protective caps attached and must be placed in hard plastic or metal containers sealed with lids to avoid piercing of trash bags and other trash receptacles.

Sec. 48-46. Tires.

No tires of any kind shall be placed in city receptacles or bins. Residential owners and/or occupants of premises shall dispose of tires at the disposal site described in subsection 48-4(a), according to the schedule described in subsection 48-5(c). It is the sole responsibility of commercial/industrial businesses to dispose of tires in compliance with state and/or federal law.

Sec. 48-47. Recycling, curbside residential ~~voluntary curbside~~ collection service.

(a) ~~On a voluntary or subscription sign-up basis,~~ The city shall provide ~~offer to~~ all residential utility customers, who are not on trash bin collection service, a biweekly curbside collection service for single stream recyclables. ~~The minimum service period and the applicable fee for this service shall be for one year from the initial sign-up date.~~

(b) Items and conditions for this collection service shall be established in the solid waste service contract and may be amended from time to time with the approval of the city council and agreement by the authorized collector.

(c) A 95-gallon recycling cart shall be provided to each customer ~~subscriber~~. Service shall be every other week on the designated collection day. ~~Wednesday as designated by the city. Items must be placed at the property's trash collection location by 8:00 a.m~~. Fees for this service shall be established by resolution as approved by and changed from time to time by the city council.

Sec. 48-48. Prohibited disposal of natural yard wastes into streets and/or drainage facilities.

The deliberate disposal, either by mechanical or other means, of natural yard waste such as grass, weeds, grass/weed clippings, leaves, plants, and any other natural yard plant/tree trimmings into streets and/or drainage facilities including, but not limited to, drainage ditches, pipes and stormwater inlets is hereby prohibited.

SECTION 3. Severability: If any provision, section, clause, sentence, or phrase of this ordinance is for any reason held to be unconstitutional, void, invalid, or un-enforced, the validity of the remainder

of this ordinance or its application shall not be affected, it being the intent of the City Council in adopting and of the Mayor in approving this ordinance that no portion, provision, or regulation contained herein shall become inoperative or fail by way of reasons of any unconstitutionality or invalidity of any other portion, provision or regulation.

SECTION 4. Repealer: That all other ordinances, sections, or parts of ordinances heretofore adopted by the City of Lockhart in conflict with the provisions set out above in this ordinance are hereby repealed or amended as indicated.

SECTION 5. Penalty: Any person who violates any provision of this ordinance shall be guilty of a misdemeanor, and upon conviction shall be fined as provided in Section 1-8 of the City Code.

SECTION 6. Publication: That the City Secretary is directed to cause the caption of this ordinance to be published in a newspaper of general circulation according to law.

SECTION 7. Effective Date: That this ordinance shall become effective and be in full force immediately upon its passage.

PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, ON THE _____DAY OF JULY 2026.

CITY OF LOCKHART, TEXAS

_____

LEW WHITE, Mayor

ATTEST:

_____

JULIE BOWERMON, City Secretary

APPROVED AS TO FORM:

_____
BRADFORD E. BULLOCK, City Attorney

CITY OF
Lockhart
TEXAS

Chapter 48 “Solid Waste” Code Amendments

May 5, 2026

Purpose of Code Amendments in Chapter 48 “Solid waste”

- Clean up outdated language and prepare Chapter 48 for new solid waste service contract implementation.
- Reflects new service model, contractor responsibilities, and operational standards that will take place when the new contract goes into effect.
- Clarifies definitions, customers expectations, contractor services, and quantities of materials.
- Better execution for contractor/staff to administer services, address misuse, and adheres to the new solid waste contract provisions.

Code of Ordinance Sec. 48-5

Sec. 48-5. - City disposal site rates

Current Language

- (b) Debris and waste from the demolition of any structure greater than 120 square feet will not be accepted at the city disposal site. The demolition contractor or owner must transport or contract for the transport of such material to a licensed landfill approved by the state.
- (e) Construction waste in amounts greater than the capacity of the largest vehicle for which a disposal fee is established by city council resolution shall not be accepted at the city's disposal site. It is the sole responsibility of the property owner, lessee, and/or contractor to properly dispose of such waste by making arrangements with the city's collection agent or a private waste collection entity.

New Code Language

- (b) Debris from demolition material will not be accepted by the City. It is the responsibility of the contractor to remove such material and dispose of it properly at a licensed landfill approved by the State of Texas.
- (e) It is the sole responsibility of the property owner, lessee, and/or contractor to properly dispose of construction waste by making arrangements with the city's collection agent or taking it to a licensed disposal site.

Code of Ordinance Sec. 48-39

Sec. 48-39. – Receptacles generally

Newly added codes

- (b) The City and/or selected contractor is the “sole provider of solid waste collection, including temporary roll-off open top construction containers,” and prohibits others from engaging in solid waste collection, removal, and transport without a franchise, contract, or permit.
- (f) Receptacles may be removed from the customer’s premises only by department employees or agent.
- (g) A customer shall deliver a receptacle to the designated collection location at the public street or alley between 8:00 p.m. on the day preceding the collection day, but no later than 7:00 a.m.of the collection day, and shall remove the receptacle from the collection location not later than 9:00 p.m the day after collection.

Cart Placement, Storage & Timing

1

Store

Receptacles stored on private property unless a City license agreement allows public-property storage.

2

Set out

Place carts at the designated location after 8:00 p.m. the day before collection.

3

Collection ready

Carts must be out no later than 7:00 a.m. on collection day.

4

Remove

Carts must be removed from the collection location by 9:00 p.m. on the day following collection day.

Goal: cleaner streets, fewer complaints, and easier collection access.

Code of Ordinance Sec. 48-40

Sec. 48-40. – Bulky/bundle waste hand collection requirements.

Current Language

- (c) Brush and limb chipping services provided by the city shall be limited to 12 cubic yards or less per customer address, per scheduled service visit, according to the fees established in section 48-42. Tree trimming and/or construction contractors are responsible for removal of limbs and/or trees they cut. Limbs and brush shall not be placed in the street for chipping.

New Code Language

- (c) Brush and limb collection services provided shall be limited to 4 cubic yards or less per customer address, per scheduled service visit.
- (d) Any customers with bundle and bulky waste exceeding the 4 cubic yards shall be required to arrange for the disposal through the solid waste provider or otherwise dispose of the materials at their own expense. The City reserves the right to coordinate removal of any excess waste through the solid waste provider, with all associated disposal costs charged to the customer.
- (e) Tree trimming and/or construction contractors are responsible for removal of limbs and/or trees they cut. Limbs and brush shall not be placed in the street for chipping.

Section 48-40

Bulky & Bundled Waste Limit

Proposed code amendment clarifies customer responsibility when set-outs exceed the included service amount.

4

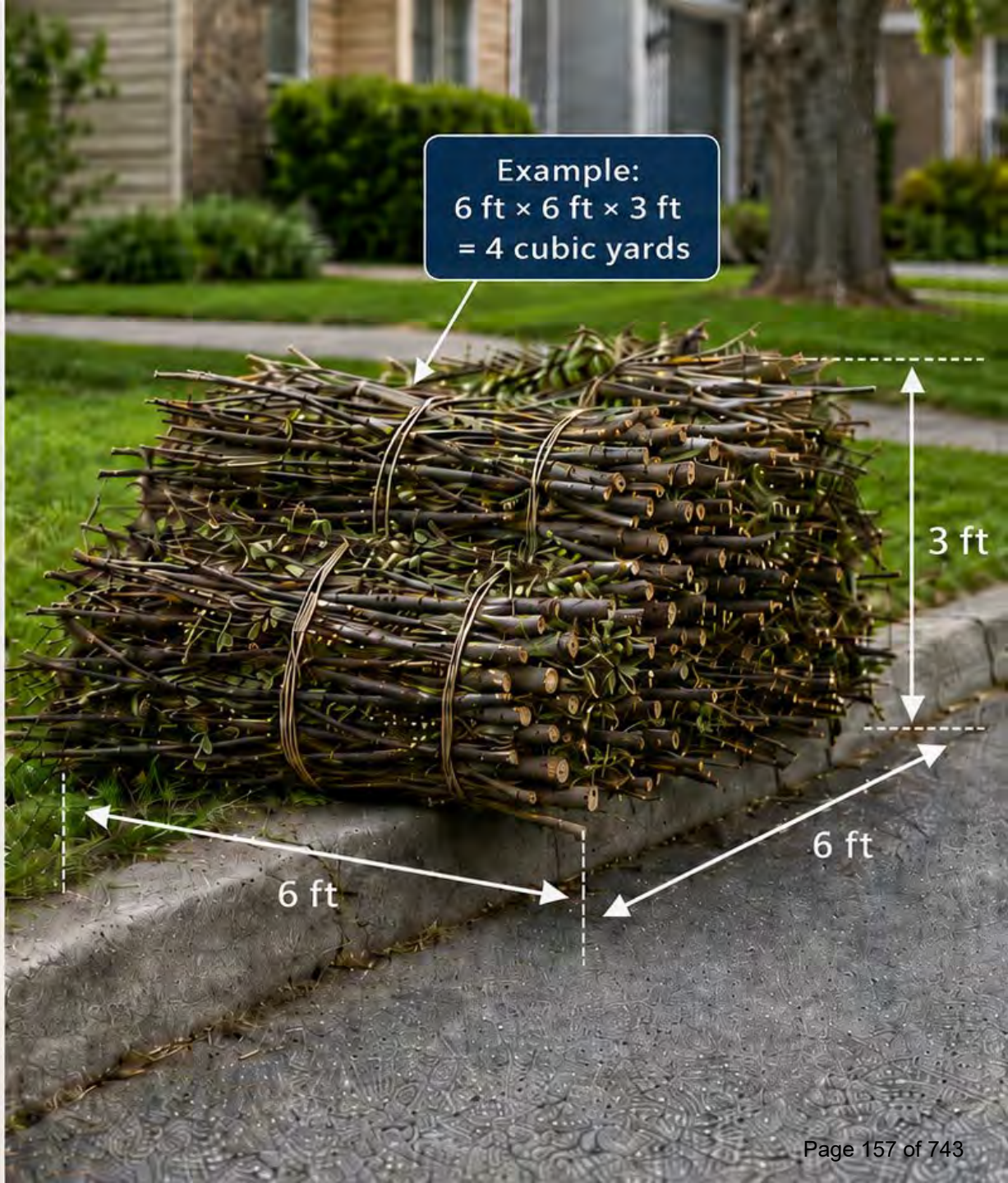
cubic yards

included limit

When materials exceed 4 cubic yards:

- Customer must arrange disposal through the solid waste provider, or dispose of materials at their own expense.
- The City may coordinate removal of excess waste through the provider.
- All associated disposal costs are charged to the customer.
- Additional amounts may be picked up by the provider for an additional fee.

- Set-outs within the 4 cubic yard limit will be picked up by the provider, and the cost will be included in the solid waste residential collection rate.
- Bundled waste means tree, shrub and brush trimmings, cardboard, or newspapers and magazines securely tied together forming an easily handled package not exceeding four feet in length. Weight limit 50 lbs per bundle.



Code of Ordinance Sec. 48-42

Sec. 48-42. – Collection fees.

Newly added language

(1) Residential units.

- c. Residential solid waste customers receiving a senior citizen rate, discount, or reduced charge shall be required to verify eligibility on an annual basis in a form and manner established by the City. Failure to submit the required annual verification by the deadline established by the City may result in removal of the senior rate and billing at the standard residential solid waste rate. The City may require documentation reasonably necessary to confirm eligibility, including proof of age, residency, account status, or other applicable criteria. Any customer removed from the senior rate may be reinstated upon submission and approval of the required verification, subject to City billing policies and procedures.

Code of Ordinance Sec. 48-42

Sec. 48-42. – Collection fees.

Newly added language

(2) Commercial/industrial units.

- c. *Multi-tenant commercial properties* shall be served by one or more shared commercial solid waste containers, dumpsters, or compactors approved by the City or its authorized solid waste provider, unless separate service is approved in writing by the City. The property owner, property manager, or other responsible party shall provide and maintain the shared container area, including the number, size, location, enclosure, accessibility, and collection frequency necessary to serve all tenants on the property. Each tenant shall use the approved shared container unless otherwise authorized by the City. The City may require a written agreement identifying responsibility for service charges, maintenance, access, overflow prevention, and compliance with this chapter.
- d. *Commercial Dumpster Enclosures Required Upon Service Change.* Any commercial, industrial, institutional, or multi-tenant property utilizing commercial dumpster service shall provide and maintain an approved dumpster enclosure when required by the City. An enclosure may be required when a new commercial dumpster account is established, when a container is added or increased in size, when collection frequency is increased due to overflow, nuisance conditions, inadequate container capacity, or repeated noncompliance, or when the City determines that screening is necessary for public health, safety, sanitation, or aesthetics. The enclosure shall comply with City standards for location, access, screening, gates, concrete pads, maneuvering area, and visibility from public rights-of-way or adjacent properties. No commercial dumpster service change shall be approved until the required enclosure, pad, and access improvements are approved by the City, unless a temporary approval is granted in writing by the City Manager or designee.

Code of Ordinance Sec. 48-47

Sec. 48-47. – Recycling, curbside residential collection service.

Current Language

Recycling, residential voluntary curbside collection service.

- On a voluntary or subscription sign-up basis, the city shall offer to all residential utility customers, who are not on trash bin collection service, a weekly curbside collection service for single stream recyclables. The minimum service period and the applicable fee for this service shall be for one year from the initial sign-up date. Items and conditions for this collection service shall be established in the solid waste service contract and may be amended from time to time with the approval of the city council and agreement by the authorized collector. A 95-gallon recycling cart shall be provided to each subscriber. Service shall be every other Wednesday as designated by the city. Items must be placed at the property's trash collection location by 8:00 a.m. Fees for this service shall be established by resolution as approved by and changed from time to time by the city council.

New Code Language

Recycling, curbside residential collection service.

- (a) The city shall provide all residential utility customers, who are not on trash bin collection service, a biweekly curbside collection service for single stream recyclables.
- (b) Items and conditions for this collection service shall be established in the solid waste service contract and may be amended from time to time with the approval of the city council and agreement by the authorized collector.
- (c) A 95-gallon recycling cart shall be provided to each customer. Service shall be every other week on the designated collection day. Fees for this service shall be established by resolution as approved by and changed from time to time by the city council.

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: July 21, 2026

AGENDA ITEM CAPTION: Discuss Ordinance 2026-32 regarding code amendments to Chapter 50 "Streets, Sidewalks, and Other Public Places".

ORIGINATING DEPARTMENT AND CONTACT: Public Works - Sean Kelley

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION:
The proposed ordinance amends the City of Lockhart Code to better define maintenance responsibilities for properties abutting public streets, alleys, sidewalks, curbs, and rights-of-way. Nearly all Central Texas cities have similar ordinances that require property owners, tenants, or lessees to maintain areas adjacent to their property, including sidewalks, curbs, drainage areas, and rights-of-way. These regulations are commonly adopted under a city's broad nuisance authority to protect public health, safety, access, and the safe use of public property.

The City's current Code Section 50-6 does not sufficiently outline the duty to maintain areas between private property lines and adjacent curbs, sidewalks, streets, alleys, and rights-of-way. This lack of clear language creates challenges for code compliance and limits the City's ability to address unsafe or unsanitary conditions in public areas.

If adopted, Ordinance 2026-32 will establish clear maintenance duties for abutting property owners, tenants, and lessees. These duties will include keeping sidewalks, curbs, streets, alleys, and rights-of-way free of solid waste, sand, dirt, leaves, overgrown grass, weeds, and other obstructions. Grass and vegetation in these areas will be limited to a maximum height of twelve inches, and trees overhanging sidewalks, curbs, streets, alleys, or rights-of-way will be required to be trimmed to provide a minimum eight-foot vertical clearance for pedestrian access above sidewalks and fifteen feet above roadways for safe egress.

This amendment is also necessary to support public safety and essential City services. Proper vegetation maintenance around fire hydrants is needed to meet fire code access requirements and ensure hydrants remain visible and accessible during emergencies. In addition, maintaining adequate clearance within rights-of-way is necessary to accommodate the City's new automatic side-loading solid waste trucks, which require clear access along streets and collection routes to safely and efficiently provide service.

The proposed amendment will bring Lockhart's regulations more in line with common Central Texas municipal standards, strengthen the City's ability to address nuisance conditions, improve code compliance, protect public health and safety, preserve access within rights-of-way and ensure that public infrastructure and City services can function as intended.

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:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff respectfully recommends adoption of Ordinance 2026-32.

LIST OF SUPPORTING DOCUMENTS: Chapter 50 Redline, Presentation Ch 50 Code Amendments

ARTICLE I. IN GENERAL

Sec. 50-1. Permit to remove curbing.

No person shall cut or remove any curb without a permit issued by the department of public works. A person desiring such a permit shall make written application to the city and shall pay such fee as is established by ordinance or resolution.

(Code 1982, § 22-1)

Sec. 50-2. Access driveways.

All access driveways onto streets shall comply with the standards promulgated by the state for access driveways to state highways.

(Code 1966, § 22-2; Code 1982, § 22-2)

Sec. 50-3. Curb and gutter, sidewalk standards.

(a) The standards for the construction, maintenance and repair of all curbs and gutters and sidewalks within the city shall be as prescribed by the city manager and/or the city engineer from time to time.

(b) It shall be unlawful for the owner, lessee, or tenant of any premises abutting any curb or gutter to permit such curb or gutter to become cluttered with vegetation or other debris to the extent that the vegetation or debris causes an obstruction or partial obstruction to the flow of stormwater along the curb or in the gutter.

(Code 1966, § 22-3; Code 1982, § 22-3)

Sec. 50-4. Street or alley improvements.

(a) The procedures set forth by V.T.C.A., Transportation Code § 313.001 et seq., shall be followed, and the same are hereby adopted, for such purpose, for each street or alley improvement within the city.

(b) No street and/or alley improvements shall be made within the city unless and until prior approval thereof shall be first had and obtained of and from the city manager.

(c) All street and alley improvements within the city shall be constructed only in accordance with plans and specifications as approved by the city manager or by the city engineer.

(d) Prior to the beginning of construction of any street or alley improvements within the city, plans and specifications and estimates of cost shall be prepared by the city manager or by the city engineer.

(Code 1966, §§ 22-9—22-12; Code 1982, § 22-4)

Sec. 50-5. Landscaping which constitutes traffic hazard.

(a) *Application of restrictions.* The areas in the city hereinafter restricted are as follows:

(1) All of that portion of land lying within a triangular shaped area on each street corner within the City of Lockhart described by metes and bounds as follows:

Beginning at the precise corner of intersection point of the curbs of each of the two streets intersecting forming each corner and extending 20 feet along each such curbline from said curb intersection point, the third side being determined by the drawing of a straight line from the ends of each such 20-foot extension, whether such land be privately owned or unpaved or untraveled street right-of-way property, all as more portrayed by sketch immediately below.[1]

Where no curbs are in existence at such street intersections, such 20-foot lines shall coincide with the central flow line of the ditches paralleling such uncurbed streets (as such central flow line shall be determined by the engineer of the City of Lockhart).

(2) No person shall erect or maintain within any such restricted area any wall, fence or other structure, excepting utility poles and traffic signs, to a height greater than three feet, measured from the street gutter flow line.

(3) No person shall plant, grow or maintain in any such restricted area any plant, hedge, shrub or other growth (save and except trees as hereinafter provided for) at a height greater than four feet, measured from the street gutter flow line.

(4) Any trees planted, grown and maintained in any such restricted area shall not have branches or foliage extending from the trunk thereof at a height lower than eight feet, measured from the street gutter flow line.

(5) By street gutter flow line is meant the street gutter flow line of the curb adjacent to and bordering upon each such restricted area; in the event there be no such curb as aforesaid, the aforesaid height restrictions shall be based upon the actual level of the paved or used portion of the public street adjacent to and bordering upon each such restricted area.

(6) The provisions of this section shall apply only to those areas of the city designated and classified by the zoning ordinance of the City of Lockhart, from time to time, as applies to any residential district and neighborhood commercial districts; the purpose of this exception being that the provisions of this section shall only apply to those zoned sections of the city requiring construction on lots in the zoned sections to be set back from the property line of each lot.

(7) The provisions of this section shall not apply to any business building, family dwelling or apartment house existing in the city on the date of the enactment of this section and not in violation of any law of the state or ordinance of the city.

(8) The provisions of this section shall have no bearing or effect upon the right of the city to administer and control the remaining portions of its public street right-of-way not involved in the triangular corner areas provided for in this section.

~~(b) *Penalty.* Any person violating the provisions of this section shall be guilty of a misdemeanor and shall be subject to a fine of not less than $5.00 and not more than $200.00, and each day that such structure or growth, as herein defined, shall exist in violation of this section shall constitute a separate offense.~~

~~(c) *Remedy by city.* In addition to the penalty provisions above provided for, resulting from violation of the provisions of this section, the city shall be entitled to enter upon and remove from the triangular corner areas provided for herein any of the prohibited structures or growths provided for herein, such entry and removal upon the private property portions of such triangular areas to be the liability of owners thereof.~~

[1]Editor's note(s)—Such sketch is not included herein, but remains on file in the offices of the city.

(Ord. No. 84-2, §§ 1, 2, 4, 2-14-84; Code 1982, § 22-5)

Sec. 50-6. Intrusions and obstructions in public sidewalks and streets.

(a) No person shall plant or grow any plant, hedge, shrub, or tree so that they or any placed landscaping shall intrude and obstruct any portion of a public sidewalk. All such plants and trees must be kept trimmed as not to cause an obstruction for pedestrians on public sidewalks. Limbs and growth from trees or plants of any type planted on private property shall be maintained by the property owner at a height of not less than ~~seven~~ eight feet above the public sidewalk and not less than fifteen~~13~~ feet ~~six inches~~ in the public street area. The city retains the right to trim any limbs or growth from trees or plants of any type planted on public right-of-way maintain a height of not less than fifteen~~13~~ feet ~~six inches~~ above the surface of any street.

(b) No person shall park or place obstacles of any type upon any public sidewalk, except in the CCB Commercial central business district, where obstacles must be located adjacent to building walls and provide a minimum of 36 inches of unobstructed sidewalk width for pedestrians at all times. Obstacles shall not block traffic visibility at street intersections, or obstruct the view from the street or sidewalk of address numerals on buildings. Portable signs shall comply with the provisions of subsection 46-7(17) of chapter 46 "Signs". Obstacles shall not occupy any portion of the public sidewalk or curbed area at street intersections that is not immediately abutting a building wall. All obstacles shall be maintained in a clean, safe, and attractive condition. For the purposes of this section, obstacles include but are not limited to privately owned portable statues, bicycle racks, tables, seating, flower pots, planters, merchandise, signs, or other promotional items, but do not include public street furniture and infrastructure such as benches, trash receptacles, bicycle racks, planters, street lights, traffic signage, or other items owned by the city or state government.

~~(c) *Penalty.* Any person violating the provisions of this section shall be guilty of a misdemeanor and shall be subject to a fine of not less than $5.00 and not more than $200.00, and each day that such structure or growth, as herein defined, shall exist in violation of this section shall constitute a separate offense.~~

~~(d) *Remedy by city.* In addition to the penalty provisions above provided for, resulting from violation of the provisions of this section, the city shall be entitled to enter upon and remove and/or trim as necessary to eliminate any such public sidewalk or street obstructions from such areas. City costs (labor, benefits, equipment, and materials) associated with removing and/or trimming any such obstacles to pedestrian traffic upon a public sidewalk or obstructions for vehicles on public streets shall be invoiced to the property owner of record. Should the property owner fail to pay the incurred city costs within 30 days of the invoice, a lien shall be filed on the property plus ten percent of the invoice and the cost of the then current filing fee.~~

(Ord. No. 07-62, § I, 12-18-07; Ord. No. 2019-08, § II, 4-2-19)

Sec. 50-7. Duty of abutting owners, tenants or lessees to keep maintained.

(a) It shall be unlawful for the owner, lessee, or tenant of any premises abutting on any sidewalk, curb, alley, or right-of-way to permit such sidewalk, curb, alley, or right-of-way to become covered with solid waste, sand, dirt or leaves or to permit grass or weeds to grow on or extend over such sidewalk, curb, alley, or right-of-way. Trees overhanging a sidewalk, curb, alley, or right-of-way shall be kept trimmed to a minimum eight-foot height for egress and a minimum fifteen-foot height above the surface of any street. Grass and vegetation on median between the street and sidewalk shall be limited to a height of 12 inches.

(b) Property owners shall be responsible for maintaining their driveway aprons, including the portion of the driveway apron that is integrated with the sidewalk.

(c) During periods of constructions on abutting property, the owners, tenants or lessees shall also be responsible to keep all streets and sidewalks free of safety hazards to vehicles and pedestrian traffic.

Sec. 50-8. Penalty and remedy by the City

(a) *Penalty.* Any person violating the provisions of this article shall be guilty of a misdemeanor and shall be subject to a fine of not less than $1.00 and not more than $500.00, and each day that such violation exists shall constitute a separate offense.

(b) *Remedy by city.* In addition to the penalty provisions above provided for, resulting from violation of the provisions of this article, the city shall be entitled to enter upon and remedy the violation from such areas. City costs (labor, benefits, equipment, and materials) associated with remedying such violation shall be invoiced to the property owner of record. Should the property owner fail to pay the incurred city costs within 30 days of the invoice, a lien shall be filed on the property plus ten percent of the invoice and the cost of the then current filing fee.

Secs. 50-~~97~~—50-35. Reserved.

CITY OF Lockhart TEXAS

Chapter 50“ Streets, sidewalks, public right-of-way maintenance, tree clearance, and enforcement

July 21, 2026

Why the Chapter 50 update is needed

- Updates the street tree clearance standard from 13 feet 6 inches to 15 feet above the street.
- Clarifies duties for owners, tenants, and lessees to maintain abutting sidewalks, curbs, alleys, and right-of-way.
- Supports automated side-load trash and recycling service by reducing conflicts and rejected solid waste service due to low limbs and obstructions.
- Helps maintain fire hydrant visibility and fire code clearance requirements in the public right-of-way.
- Improves visibility at intersections and when backing out of driveways.

What are the Key Chapter 50 Code Changes

- Sec. 50-3: Establishes maintenance so gutters and curbs remaining unobstructed for stormwater flow and public health.
- Sec. 50-6: Establishes 8-foot sidewalk clearance and 15-foot street clearance for limbs and growth.
- Sec. 50-7: Clarifies duty of abutting owners, tenants, or lessees to keep sidewalks, curbs, alleys, and ROW maintained.
- Sec. 50-8: Consolidates penalty and remedy authority for violations, currently found throughout the sections.

Automated side-load clearance need

15 ft. overhead clearance

- The new clearance standard aligns local maintenance duties with automated collection operations.
- Low-hanging limbs can prevent the automated arm from reaching carts and increase service disruptions.
- The 15-foot street clearance provides a practical standard for keeping collection routes serviceable.

Fire hydrant visibility and sight distance visibility

- Keep fire hydrants visible and accessible for emergency response.
- Improve intersection sight distance and driveway visibility.
- Keep sidewalks passable and streets clear for public vehicles, emergency vehicles, and solid waste trucks.

ADA accessibility and right-of-way obstructions

- Public sidewalks and pedestrian routes must remain clear, passable, and accessible.
- Low tree limbs, overgrown shrubs, and encroaching vegetation can narrow or block the accessible path of travel.
- Vegetation in the right-of-way can become a physical obstacle for wheelchairs, walkers, strollers, and visually impaired pedestrians.
- Clear maintenance duties help reduce ADA non-compliance risk while improving safety and usability for all residents.

Sec. 50-7: Duty to keep maintained

- Do not permit sidewalks, curbs, alleys, or right-of-way to be covered with solid waste, sand, dirt, or leaves.
- Do not permit grass or weeds to grow on or extend over sidewalks, curbs, alleys, or right-of-way.
- Limit grass and vegetation in the area between the street and sidewalk to 12 inches.
- Maintain tree clearance at a minimum of 8 feet for sidewalk egress and 15 feet above street surfaces.
- Maintain driveway aprons, including portions integrated with sidewalks.
- During construction, keep streets and sidewalks free of safety hazards to vehicles and pedestrians.

Sec. 50-8: Penalty and remedy by the City

Violation Exists

- Penalty: Misdemeanor $1 to $500 and each day that the violation exists shall constitute a separate offense.

Notice Given

- Property owner notified to come into compliance.

City remedies violation

- In cases where the property is not brought into compliance by the property owner.

Cost of remedy invoiced to owner

- Invoice includes any labor, benefits, equipment and materials. Must be paid within 30 days of invoice.

Lien filed if unpaid

- Lien filed on the property for the invoiced amount plus ten percent.

City of Lockhart, Texas

Council Agenda Item
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COUNCIL MEETING DATE: July 21, 2026

AGENDA ITEM CAPTION: Receive a presentation and discuss proposed solid waste service options for the Downtown Square.

ORIGINATING DEPARTMENT AND CONTACT: Public Works - Sean Kelley

ACTION REQUESTED: Direction

BACKGROUND/SUMMARY/DISCUSSION:

This agenda item is intended to review and discuss solid waste service options for properties within the City's nine-block Downtown Square. As the City continues implementation of the new solid waste services contract, staff has identified the need to further evaluate how commercial solid waste service is provided in the downtown area. The Downtwon Square presents unique service considerations due to the building setbacks, limited rear access, shared dumpster service, narrow alleys, pedestrian activity, on-street/alley parking, and limited space for traditional dumpster placement.

Staff is reviewing potential options that may better accommodate downtown businesses while maintaining safe, efficient, and sanitary solid waste collection. Items under consideration include the creation of specialized customer categories for properties located downtown, establishing appropriate rates for those customer categories, and evaluating container placement options such as shared containers, individual carts, dumpsters, designated collection areas, or other service alternatives where space constraints exist.

The purpose of this discussion is to receive City Council feedback before staff prepares a formal ordinance for consideration. Any proposed ordinance would be intended to provide a clear framework for commercial solid waste service in the Downtown Square, including customer classifications, service requirements, and rate structure. Staff anticipates bringing a formal ordinance back to City Council for consideration in August.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:
Funds Required:
Account Number:
Funds Available:
Account Name:

FISCAL NOTE (if applicable):

City of Lockhart, Texas

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PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Direction.

LIST OF SUPPORTING DOCUMENTS: Downtown Square Solid Waste Service Options

CITY OF
Lockhart
TEXAS

Downtown Square
Solid Waste Service Options

July 21, 2026

Why Downtown Requires a Focused Review

The Downtown Square has a unique physical and operation condition that makes standard solid waste service difficult

Building setbacks

- Limited in front and behind buildings

- **Limited rear access**
  - Some properties lack practical rear loading areas.
- **Narrow alleys**
  - Collection trucks must navigate tight areas and avoid overhead utility conflicts.
- **Share service dumpsters**
  - Multiple users depend on the same containers at shared dumpster locations.
- **On-street / alley parking**
  - Parking and access affects dumpster and cart placement.

Current Procedures as of June 2026

Rate Structure

- Residential units pay adopted residential rate of $18.50/month (previous rate).
- Most businesses pay $34.04/month, to a high of $46.99/month.

Operations

- Customers downtown utilize both shared dumpsters and standalone dumpster.
- Shared dumpster are generally set apart by block.
- Dumpster are frequently dump, up to 6 times per week to accommodate various volumes per block.

Downtown Square Solid Waste Service District

9 Blocks Directly Around Courthouse

Service Options For Consideration

Shared Containers	Traditional Dumpsters at Offsite Locations	Require Each Business/Customer to Setup Own Service Needs	Traditional Dumpster
• Allows multiple users to share service where rear access or space is limited.	• Placement where additional space is available downtown or at designated area outside of downtown.	• Customer would need to contact utilities for setup based on quantity and frequency needs. • Customer would be required to find suitable location for cart(s) or dumpster.	• Appropriate when space and access clearance exists.

Potential Downtown Customer Categories (Shared Dumpsters)

Residential	Office	Retail	Low Volume Restaurant	High Volume Restaurant
• Lower-volume household waste; cart-based or shared service may be appropriate where space is limited.	• Predictable waste volume. • Low volume commercial customers. • Reduced frequency and quantity needs.	• Variable cardboard and packaging needs. • Commercial recycling could reduce quantities.	• Lower-volume food waste, disposable plates/cups/containers, cleaning materials, and packing materials. • City Code Requirement - Restaurants must be services at least 3 times a week. • Qualification- Limited operating hours, non-full-service kitchen, or primary take-out function.	• Higher-volume and heavier waste; usually requires specialized service frequency and placement requirements. • City Code Requirement - Restaurants must be services at least 3 times a week.

Recommended Downtown Customer Rates (Shared Dumpsters)

Residential	Office	Retail	Low Volume Restaurant	High Volume Restaurant
• $23.56/month • Consistent with New Residential Solid Waste Rate recently adopted	• $46.00/Month • Equivalent of New Commercial Cart Rate for service one per week • Lowest commercial rate service offered	• $102/Month • Equivalent 2 Cubic Yards Dumpster service once per week • Lowest dumpster service rate offered	• $211/Month • Equivalent 2 Cubic Yards Dumpster service 3 times per week. • Lowest dumpster service rate offered that meets 3 times service per week requirement.	• $343/month • Equivalent of 4 cubic yard service 3 times per week. Meeting 3 times a week code requirement.

Office Comparison

Shared Dumpster Office Spaces ($46/month)

- World Finance
- TS Reality
- Harrison Reality
- Farm Bureau Ins.
- Spellerberg Projects

Dumpster Office Spaces (Outside DT)

- Ins. Team ($46/month)
- Low Cost Ins. ($46/month)
- Elizabeth Raxter($46/month)
- Hollis Burkland ($46/month)

Retail Comparison

Shared Dumpster Retail Spaces ($102/month)

- Magnolia Books
- Logos
- Printing Solutions
- Field/Stables Antiques

Dumpster Retail Spaces (Outside DT)

- Texas Hatters- 3CY x 1 time ($122/month)
- Advance Auto - 4CY x 1 time ($248/month)
- Upscale Resale and Thrift - 6CY x 3times ($506/month)

Restaurant Comparison

Shared Dumpster Restaurant Spaces ($211-343/month)

- Loop N Lils
- Henry’s
- O’Donnell’s
- Barbs BQ
- Old Pak

Dumpster Restaurant Spaces (Outside DT)

- Pizza Hut- 8CY x 3 times ($572/month)
- Chisolm Trail BBQ- (2)8CY x 3 times ($1144/month)
- Subway - 6CY x 3times ($343/month)
- Jalisco - 6CY x 3times ($506/month)
- El Rey - 6CY x 3times ($506/month)

New Rates Effective July 2026

ATTACHMENT C
COMMERCIAL TRASH COLLECTION SERVICE
EFFECTIVE JULY 2026

Commercial Trash Collection Service						
Container Type	Collections per Week					
	1	2	3	4	5	6
Carts	$ 46.00	Not offered	Not offered	Not offered	Not offered	Not offered
2 CY	$ 102.00	$ 175.00	$ 211.00	$ 282.00	$ 352.00	$ 388.00
3 CY	$ 122.00	$ 211.00	$ 275.00	$ 381.00	$ 477.00	$ 521.00
4 CY	$ 149.00	$ 248.00	$ 343.00	$ 457.00	$ 571.00	$ 629.00
6 CY	$ 180.00	$ 300.00	$ 506.00	$ 655.00	$ 818.00	$ 900.00
8 CY	$ 227.00	$ 403.00	$ 572.00	$ 740.00	$ 924.00	$ 1,100.00
10 CY	$ 283.00	$ 466.00	$ 661.00	$ 880.00	$ 1,100.00	$ 1,260.00
2 CY Compactor	$ 89.26	$ 178.53	$ 254.38	$ 339.16	$ 425.93	$ 535.54
4 CY Compactor	$ 139.46	$ 278.25	$ 418.37	$ 557.83	$ 659.75	$ 836.75
6 CY Compactor	$ 189.67	$ 379.33	$ 568.98	$ 758.65	$ 948.31	$ 1,137.99
Lockbar				$20.00 Per Month, Per Unit		
Casters				$20.00 Per Month, Per Unit		

RECEIVE FEEDBACK

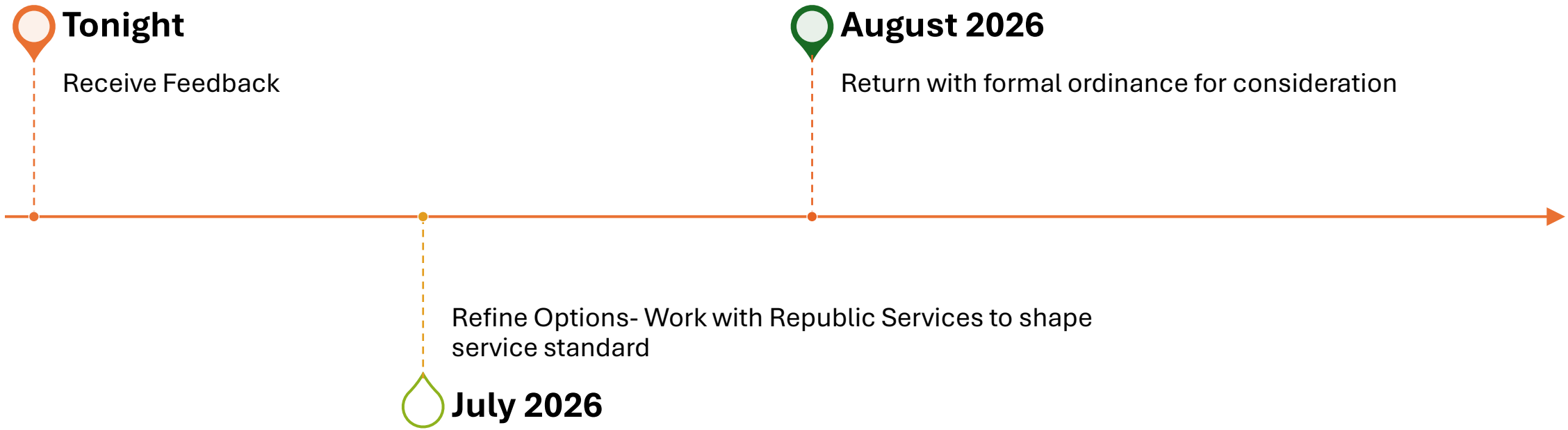
Service to Remain

- Offer traditional carts and dumpsters at locations that can accommodate the service needs on the customer.

Feedback Needed

- Should customers downtown be required to setup and manage individual service needs?
- Offer offsite dumpster service to downtown customers?
- Continue shared dumpsters on blocks as needed and adopt rate structure?

Next Steps


Tonight
Receive Feedback
August 2026
Return with formal ordinance for consideration
Refine Options- Work with Republic Services to shape service standard
July 2026

City of Lockhart, Texas

Council Agenda Item
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COUNCIL MEETING DATE: July 21, 2026

AGENDA ITEM CAPTION: Presentation and discussion of the Lockhart Freedom Act second quarterly report of 2026.

ORIGINATING DEPARTMENT AND CONTACT: Police - Gary Williamson

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: The Lockhart Police Department continues to implement sections of the Lockhart Freedom Act that are not in conflict with state and federal law. These include evidence handling protocols (Section 12.06), codification of officer discretion in low-level marijuana cases (Section 12.10), and public transparency through quarterly reporting (Section 12.12).

This second quarterly report for 2026 provides data on LPD enforcement activity related to minor marijuana possession during the most recent reporting period. Included in this report are:

- Total number of misdemeanor marijuana-related arrests and citations issued,
- Estimated personnel time devoted to enforcement of these cases,
- Demographic breakdowns (age, gender, race, and ethnicity) of individuals cited or arrested.

This report builds upon the City's efforts to promote accountability, transparency, and informed decision-making.

PROJECT SCHEDULE (if applicable):

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION: Acknowledged receipt of previous quarterly reports.

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Acknowledge receipt of second quarterly report of 2026.

LIST OF SUPPORTING DOCUMENTS: Misdemeanor Marijuana Enforcement (Apr 1, 2026 to June 31, 2026)

MISDEMEANOR MARIJUANA ENFORCEMENT

(Arrests & Citations)

April 1, 2026 to June 31, 2026

				SUSPECT DESCRIPTION				
DATE	**CASE NUMBER**	**ARREST/CITATION**	**CHARGE**	**AGE**	**GENDER**	**RACE**	**ETHNICITY**	**EST. MINUTES**
5/12/2026	2026050048	Citation	Poss Drug Para	18	F	W		11 mins.
5/16/2026	2026050060	Citation#	Poss Drug Para	33	M	W	H	209 mins.
5/22/2026	2026050087	Citation#	Poss Drug Para	39	M	W	H	95 mins.
6/16/2026	2026060035	Citation	Poss Drug Para	24	M	W	H	16 mins.
6/17/2026	2026060039	Citation	Poss Drug Para	22	F	W	H	27 mins.
6/29/2026	2026060073	Citation	Poss Drug Para	55	M	W	H	205 mins.

SCHOOLS:

4/17/2026	2026040058	Arrest	Poss Marij < 2oz - Drug Free Zone	17	M	W	H	107 mins.
4/20/2026	2026040078	Juv Admin	Poss Marij < 2oz - Drug Free Zone	16	F	W	H	29 mins.
4/21/2026	2026040081	Arrest	Poss Marij < 2oz - Drug Free Zone	18	M	W	H	25 mins.
4/21/2026	2026040083	Juv Admin	Poss Marij < 2oz - Drug Free Zone	15	M	W	H	26 mins.
4/22/2026	2026040086	Juv Admin	Poss Marij < 2oz - Drug Free Zone	16	M	W	H	15 mins
4/22/2026	2026040089	Juv Admin	Poss Marij < 2oz - Drug Free Zone	16	M	W	H	23 mins.
4/22/2026	2026040090	Juv Admin	Poss Marij < 2oz - Drug Free Zone	15	F	W	H	34 mins.
4/23/2026	2026040094	Juv Admin	Poss Marij < 2oz - Drug Free Zone	15	M	W	H	84 mins.
5/18/2026	2026050070	Juv Admin	Poss Marij < 2oz - Drug Free Zone	15	M	W	H	8 mins.

* - Possession of marijuana along with other illegal narcotics.

^ - Possession of Drug Paraphernalia citation in lieu of arrest for Possession of Marijuana.

- Possession of marijuana along with other crimes.

City of Lockhart, Texas

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COUNCIL MEETING DATE: July 21, 2026

AGENDA ITEM CAPTION: Discuss nominations of Max Yancy and Mandy Rowden to the Tourism Advisory Board for a term to expire in July 2028; and consider additional nominations to the board.

ORIGINATING DEPARTMENT AND CONTACT: Downtown & Tourism - Tiffany Padilla

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION:

City Council has nominated Max Yancy and Mandy Rowden to be appointed to the Tourism Advisory Board.

After reviewing the applications, both candidates meet the qualifications to serve on a city board.

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

The announcement of nomination occurred during the July 7, 2026, Council meeting.

Action to appoint, should Council move to appoint Max Yancy and Mandy Rowden to the board, will occur during the July 21, 2026, Council meeting.

PROJECT SCHEDULE (if applicable): N/A

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: None.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

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

LIST OF SUPPORTING DOCUMENTS:

City of Lockhart, Texas

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COUNCIL MEETING DATE: July 21, 2026

AGENDA ITEM CAPTION: Discuss funding appropriations for Non-Profit and Special Interest Organizations requesting funding for an annual contribution from the City of Lockhart for Fiscal Year 2026-2027.

ORIGINATING DEPARTMENT AND CONTACT: Finance - Keeli Howard

ACTION REQUESTED: Direction

BACKGROUND/SUMMARY/DISCUSSION: On June 16, 2026 the following Non-Profit Organizations presented to the City Council their funding requests for Fiscal Year 2026-2027 (FYE 2027):

- Ascension Seton Hays Foundation Care-A-Van - $10,000
- Caldwell County Food Bank - $15,000
- CASA of Central Texas - $12,000
- Combined Community Action - Meals on Wheels - $8,000
- HartWell Center, Inc. - $10,416
- Hays-Caldwell Women's Center - $12,000
- Lockhart Area Senior Citizen Center - $4,000

After the presentations, staff was directed to return the appropriation of funding discussion to a future Council meeting.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:
Funds Required: $71,416
Account Number: 100-5101-700-00
Funds Available: TBD - $56,000 appropriated in FY 25-26
Account Name: Non-Profit Expense

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION:

City of Lockhart, Texas

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LIST OF SUPPORTING DOCUMENTS: FYE 2027 - Non-profit Contribution History

City of Lockhart
Historical Contributions to Non-Profit/Special Interest Organizations

Organization	FYE 2024	FYE 2025	FYE 2026	FYE 2027 Requested
Caldwell County Food Bank	10,900	5,000	10,000	15,000
Care-A-Van	10,000	5,000	10,000	10,000
CASA of Central Texas, Inc.	13,000	12,000	12,000	12,000
Combined Community Action - Meals on Wheels	8,800	8,000	10,000	8,000
HartWell Center	-	-	-	10,416
Hays-Caldwell Women's Center	9,745	10,000	10,000	12,000
Lockhart Area Senior Citizen Center	5,085	4,000	4,000	4,000
Take Me Home - Advocates for Transport	-	5,000	10,000	-
Totals:	**57,530**	**49,000**	**66,000**	**71,416**

*Funding for Take Me Home - Advocates for Transport is being considered in the FYE 2027 Operating Budget through a contract for services with the Animal Control department.

City of Lockhart, Texas

Council Agenda Item
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COUNCIL MEETING DATE: July 21, 2026

AGENDA ITEM CAPTION: Receive and discuss the 3rd Quarter Fiscal Year 2026 Investment Report.

ORIGINATING DEPARTMENT AND CONTACT: Finance - Keeli Howard

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: The Texas Public Funds Investment Act requires local governments to review and accept the quarterly investment reports for each quarterly reporting period of the fiscal year. The 3rd Quarter Investment Report of Fiscal Year End (FYE) 2026, ending June 30, 2026 is presented for your review and acceptance.

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 a motion to accept the 3rd Quarter Investment Report for FYE 2026.

LIST OF SUPPORTING DOCUMENTS: FYE 2026 3rd Quarter Report

CITY OF LOCKHART

Quarterly Investment Report
For the Quarter Ended June 30, 2026

July 21, 2026

CITY of LOCKHART

Quarterly Investment Report

For the Quarter Ended June 30, 2026

This report is presented in accordance with the Texas Government Code, Title 10, Chapter 2256, Public Funds Investment; Section 2256.023 known as the "Public Funds Investment Act". Attached is a detailed City of Lockhart investment report for the period April 1, 2026 through June 30, 2026. The Investment Portfolio Summary reports the beginning and ending book values and market values for the quarterly reporting period as follows:

	Investment Portfolio	
	Book Value	**Market Value**
April 1, 2026		
Cash	547,188	547,188
Marketable Securities	0	0
Investment Pools	58,576,635	57,186,641
Certificates of Deposits	0	0
Total:	**59,123,822**	**57,733,829**
June 30, 2026		
Cash	1,514,957	1,514,957
Marketable Securities	0	0
Investment Pools	52,625,893	52,302,646
Certificates of Deposits	0	0
Total:	**54,140,851**	**53,817,603**

	Fund Availabilty	
April 1, 2026		
Unrestricted Funds	5,297,397	5,297,397
Restricted Funds	53,826,425	52,436,432
Total Funds	**59,123,822**	**57,733,829**
June 30, 2026		
Unrestricted Funds	2,890,769	2,890,769
Restricted Funds	51,250,081	50,926,834
Total Funds	**54,140,851**	**53,817,603**

The investment portfolio, at all times during the quarter, complied with the Public Funds Investment Act and the City of Lockhart Investment Policy. TexPool, Texas CLASS and TexSTAR were also in compliance with the Public Funds Investment Act and the City of Lockhart Investment Policy throughout the quarter.

Joseph Resendez
City Manager

Keeli Howard
Finance Director

CITY of LOCKHART

Investment Portfolio Summary

For the Quarter Ended June 30, 2026

	June 30, 2026			
	9/30/2026	% of Total	Market Value	% of Total
April 1, 2026				
Cash	547,188	0.9%	547,188	0.9%
Marketable Securities	0	0.0%	0	0.0%
Investment Pools	58,576,635	99.1%	57,186,641	99.1%
Certificates of Deposits	0	0.0%	0	0.0%
Portfolio Total	**59,123,823**	**100.0%**	**57,733,829**	**100.0%**
June 30, 2026				
Cash	1,514,957	2.8%	1,514,957	2.8%
Marketable Securities	0	0.0%	0	0.0%
Investment Pools	52,625,893	97.2%	52,302,646	97.2%
Certificates of Deposits	0	0.0%	0	0.0%
Portfolio Total	**54,140,851**	**100.0%**	**53,817,603**	**100.0%**
Change in Value				
Cash	967,769		967,769	
Marketable Securities	0		0	
Investment Pools	(5,950,742)		(4,883,995)	
Certificates of Deposits	0		0	
Portfolio Total	**(4,982,972)**		**(3,916,226)**	
	0			

Maturity Data	Book Value @ 6/30/2026	Weighted Average Maturity	Yield to Maturity
Cash	1,514,957	0 Days	1.00%
Marketable Securities	0	0 Days	0.00%
Investment Pools - Texas CLASS	22,024,786	53 Days *	3.79%
Investment Pools - TexPool	13,034,111	47 Days *	3.65%
Investment Pools - TexSTAR	17,250,984	40 Days *	3.60%
Certificates of Deposits	0	0 Days	0.00%
	53,824,839	46 Days	3.61%

Benchmark - 6 Week Treasury Bills - Secondary Market @ June 30, 2026 3.73%

* Weighted Average Maturity of Pool Investments - City funds are available from pools upon request.

Total Return On Investment	Interest Earned
Cash	4,150
Marketable Securities	0
Investment Pools - Texas CLASS	206,348
Investment Pools - TexPool	125,328
Investment Pools - TexSTAR	155,229
Certificates of Deposits	0
Total Return on Investment	491,055

CITY OF LOCKHART

Cash Accounts (as reconciled to FLNB)

For the Quarter Ended June 30, 2026

General Operating Account - FLNB		
		Value
April 1, 2026	$	543,924
Deposits		10,153,014
Withdrawals		(9,186,131)
Interest Earned		4,150
June 30, 2026	$	1,514,957

Total Cash Accounts		
		Value
April 1, 2026	$	543,924
Deposits		10,153,014
Withdrawals		(9,186,131)
Interest Earned		4,150
June 30, 2026	$	1,514,957

CITY of LOCKHART
Marketable Securities Transaction Summary
For the Quarter Ended June 30, 2026

Type of Security	CUSIP	Purchase Date	Par Value	Coupon 0.34%	Date of Maturity	Yield to Maturity	Purchase Price	Quarterly Interest Earned	Beginning Value @ Par	Beginning Book Value	Beginning Market Value	Ending Value @ Par	Ending Book Value	Ending Market Value
								-	April 1, 2026			June 30, 2026		0
								-						0
Totals			$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Purchases

Type of Security	CUSIP	Purchase Date	Par Value	Coupon Rate	Date of Maturity	Yield to Maturity	Settlement Total	Price	Accrued Interest
Totals			$ -				$ -		$ -

Maturities

	Purchase Date	Par Value	Coupon Rate	Date of Maturity	Yield to Maturity	Settlement Total
$ -						
Totals		$ -	0.59%			$ -

CITY OF LOCKHART

Investment Pool Transactions Summary

For the Quarter Ended June 30, 2026

TexPool - City of Lockhart

	Book Value	Market Value	Net Asset Value	Weighted Aver. Maturity	Average Monthly Yield
April 1, 2026	18,275,007	18,274,276	0.999960	44 Days	3.6700%
Deposits	0				
Withdrawals	(5,366,223)				
Interest Earned	125,328				
June 30, 2026	13,034,111	13,030,983	0.999760	47 Days	3.6500%

Texas CLASS

	Book Value	Market Value	Net Asset Value	Weighted Aver. Maturity	Average Monthly Yield
April 1, 2026	21,818,438	21,815,293	0.999856	49 days	3.8110%
Deposits	0				
Withdrawals	0				
Interest Earned	206,348				
June 30, 2026	22,024,786	22,021,904	0.999869	53 days	3.7868%

TexSTAR

	Book Value	Market Value	Net Asset Value	Weighted Aver. Maturity	Average Monthly Yield
April 1, 2026	17,095,755	17,097,072	1.000077	36 Days	3.6770%
Deposits	0				
Withdrawals	0				
Interest Earned	155,229				
June 30, 2026	17,250,984	17,249,759	0.999929	40 Days	3.5974%

(*) Feburary 28, 2026

Total of All Pools

	Book Value	Market Value
April 1, 2026	57,505,212	57,517,862
Deposits	0	
Withdrawals	(5,366,223)	
Interest Earned	486,905	
June 30, 2026	52,625,893	52,302,646

CITY of LOCKHART
Certificates of Deposit Transaction Summary
For the Quarter Ended June 30, 2026

Holdings During the Quarter

CD Number	Holder	Purchase Date	Face Value	Interest Rate	Date of Maturity	Yield to Maturity	Purchase Price	Quarterly Interest Earned	Beginning Face Value April 1, 2026	Beginning Market Value April 1, 2026	Ending Face Value June 30, 2026	Ending Market Value June 30, 2026
			$ -				$ -	$ -	$ -	$ -	$ -	$ -

Purchases

CD Number	Holder	Purchase Date	Face Value	Interest Rate	Date of Maturity	Yield to Maturity	Purchase Price
			$ -				$ -

Maturities

CD Number	Holder	Purchase Date	Face Value	Interest Rate	Date of Maturity	Yield to Maturity	Settlement Total
			$ -				$ -

City of Lockhart

Investment Pools

Standard and Poor's Ratings

Month	TexPool	TexSTAR	Texas CLASS
April-25	AAAm	AAAm	AAAm
May-25	AAAm	AAAm	AAAm
June-25	AAAm	AAAm	AAAm
July-25	AAAm	AAAm	AAAm
August-25	AAAm	AAAm	AAAm
September-25	AAAm	AAAm	AAAm
October-25	AAAm	AAAm	AAAm
November-25	AAAm	AAAm	AAAm
December-25	AAAm	AAAm	AAAm
January-26	AAAm	AAAm	AAAm
February-26	AAAm	AAAm	AAAm
March-26	AAAm	AAAm	AAAm
April-26	AAAm	AAAm	AAAm
May-26	AAAm	AAAm	AAAm
June-26	AAAm	AAAm	AAAm

City of Lockhart

Bank Collateralization

Standard and Poor's Ratings

Month			FLNB Collateralization *
April-25			AAA
May-25			AAA
June-25			AAA
July-25			AAA
August-25			AAA
September-25			AAA
October-25			AAA
November-25			AAA
December-25			AAA
January-26			AAA
February-26			AAA
March-26			AAA
April-26			AAA
May-26			AAA
June-26			AAA

* Guaranteed by US government (AAA)

City of Lockhart, Texas

Council Agenda Item
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COUNCIL MEETING DATE: July 21, 2026

AGENDA ITEM CAPTION: Discuss awarding a professional services agreement to Barker Rinker Seacat Architecture for architectural and engineering services related to the design and construction administration of the Lockhart Recreation Center project and authorizing the City Manager to execute the agreement and all necessary documents.

ORIGINATING DEPARTMENT AND CONTACT: Parks & Recreation - Travis Hughes

ACTION REQUESTED: Award of Contract

BACKGROUND/SUMMARY/DISCUSSION: On September 2, 2025, the City Council approved Resolution No. 2025-27 awarding Barker Rinker Seacat Architecture (BRS) a professional services contract to prepare a feasibility study for a new recreation center at the former Hometown Cinema property and authorized the City Manager to negotiate a subsequent architectural services agreement should the project move forward. The completed feasibility study was presented to City Council on April 21, 2026, at which time Council directed staff to proceed with renovation of the former Hometown Cinema into the City's future Recreation Center.

The proposed agreement authorizes BRS to provide complete architectural and engineering services for the renovation and expansion of the former Hometown Cinema located at 120 W. Martin Luther King Jr. Blvd. The project includes renovation of approximately 11,800 square feet of the existing facility, construction of approximately 2,000 square feet of building additions, and associated site improvements. The Recreation Center is anticipated to include a variety of indoor and outdoor amenities designed to serve residents of all ages. Planned features include a multi-use activity court, walking and jogging track, a group fitness room, a fitness area with cardio and weight equipment, a community room and event space, a catering kitchen, administrative offices, storage and support areas, restrooms, a welcoming lobby, and associated parking. Outdoor amenities include basketball/pickleball courts, an outdoor fitness area, a playground, and a pavilion to support recreation programming and community events.

Under the agreement, BRS will serve as the Architect of Record and provide architectural, structural, civil, landscape, mechanical, electrical, plumbing, interior design, bidding assistance, and construction administration services through project completion utilizing a traditional Design-Bid-Build project delivery method.

The proposed professional services agreement totals $797,000, exclusive of reimbursable expenses. The overall Recreation Center project is currently estimated at approximately $11.8 million, including approximately $9.1 million in construction costs and $2.7 million in project soft costs, which includes the cost of this agreement. Construction services will be competitively procured through a separate solicitation and presented to the City Council for future consideration.

Upon execution of the agreement, the project will commence with a project kickoff in July 2026. BRS anticipates completing the schematic design phase by September 18, 2026, followed by design development by November 11, 2026, and final construction documents by March 26, 2027. Following completion of the design phase, the City anticipates competitively bidding the project and awarding a construction contract in Spring 2027. Construction is expected to require approximately 12 months, with substantial completion of the Recreation Center anticipated in Spring/Summer 2028.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:
Funds Required:
Account Number:
Funds Available:
Account Name:

FISCAL NOTE (if applicable): The projected total project cost is $11.8 million which will be funded by the 2026 CO's.

PREVIOUS COUNCIL ACTION: On September 2, 2025, Council approved Resolution 2025-27 to award a contract to Barker-Rinker-Seacat (BRS) Architecture to produce a feasibility study for the design, construction, and operation of a Recreation Center at the site of the former Hometown Cinemas, as well as a potential future Recreation Facility to be located adjacent to the new Aquatics Facility. In addition, Council authorized the City Manager to negotiate a contract with BRS Architecture for the development and construction of the Center and to return said contract to Council for approval.

COMMITTEE/BOARD/COMMISSION ACTION: A steering committee was assembled to develop design and programming ideas and those recommendations were provided to Council on April 21, 2026.

STAFF RECOMMENDATION/REQUESTED MOTION: Award Contract

LIST OF SUPPORTING DOCUMENTS: B101-2017 - Lockhart Rec Center rev1, R-2025-27, Feasibility Study-Recreaton Center

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twenty-third day of June in the year Two Thousand Twenty-Six
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Lockhart, Texas

308 W. San Antonio Street
Lockhart, TX 78644

and the Architect:
(Name, legal status, address and other information)

Barker Rinker Seacat Architecture

990 South Broadway, Ste 222
Denver, CO 80209
303.455.1366

for the following Project:
(Name, location and detailed description)

2025.058 - Lockhart Rec Center
120 W. Martin Luther King Jr. Industrial Blvd.
Lockhart, TX 78644
A renovation of an existing 11,800 sf pre-engineered metal building structure into a recreation center. The existing building with a mezzanine level will be converted into indoor spaces including a multi-activity court with on-grade walk/jog track, group aerobics room, 1,500 sf fitness equipment area with weights and cardio, community room, catering kitchen, men's and women's restrooms, and admin space. Approximately 2,000 sf of new construction will be added to the building. Exterior site renovation will
include a new parking lot, three outdoor basketball courts, tournament area with a concessions pavilion and shade structures, an outdoor fitness area with new garage door into the existing structure, and a playground. The estimated construction budget is $9.1 million with soft costs of $2.7 million for a total project budget of $11.8 million.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The project may include the following amenities:
- Multi-use Activity Court with walk/jog track
- Group Fitness Room
- Fitness /weights room
- Community Room / Event Space
- Catering Kitchen
- Administrative offices
- Storage and support rooms
- Restrooms, lobby
- Associated Parking
- Outdoor basketball courts
- Outdoor fitness area
- Outdoor Playground
- Outdoor Pavilion

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

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The project includes an existing steel frame building with metal siding of approx. 12,000 sf on a site with existing parking lot.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

$11,800,000.00

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Schematic Design by September 18, 2026
Design Development by December 11, 2026
Construction Documents by March 26, 2027

.2 Construction commencement date:

Schedule will be established at the time of bidding.

.3 Substantial Completion date or dates:

Schedule will be established at the time of bidding.

.4 Other milestone dates:

N/a

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive bid

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

To be determined.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Travis Hughes
705 Wichita Street
Lockhart, TX 78644
512.398.6452
thughes@lockhart-tx.org

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

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n/a

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

.2 Land Surveyor :

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Jason Ringdahl
990 S. Broadway Suite 222
Denver, CO 80209
303-455-1366
jasonringdahl@brsarch.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

1. Civil Engineer
Halff & Associates
Ross Monte
13620 Briarwick Dr.
Austin, TX 78729
512.777.4600

2. Landscape Architect
Halff & Associates
James Hemenes
13620 Briarwick Dr.
Austin, TX 78729
512.777.4600

.3 Structural Engineer:
.3 Structural Engineer:

IMEG Corp (Houston)

Akshai Ramakrishnan
15810 Park Ten Place, Suite 225
Houston, TX 77084
8328568115

.4 Mechanical Engineer:

The Ballard Group, Inc.

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Peter Failla
2525 South Wadsworth Blvd., Suite 200
Lakewood, CO 80227
303.988.4514 x148

.5 Electrical Engineer:

Reese Hackman

Mark Layfield
9781 S Meridian Blvd, Ste 220
Englewood, CO 80112
7208425317

4: Cost Estimator
Blundall & Associates
Martyn Blundall
7223 Engle Road, Suite 215
Fort Wayne, Indiana 46804
260.489.8444

5. Specifications

iBIMSolutions, LLC

Greg Markling
6885 N. Oracle Road, Suite G
Tucson, AZ 85704
303.775.9517

§ 1.1.11.2 Consultants retained under Supplemental Services:

Not applicabl

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

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§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document G203™–2022, BIM Execution Plan, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document G203™–2022, BIM Execution Plan, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars($ 1,000,000) for each occurrence and Two Million Dollars ($ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars ($ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars ($ 1,000,000) each accident, One Million Dollars ($ 1,000,000) each employee, and One Million Dollars ($ 1.000.000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars ($ 2,000,000) per claim and Two Million Dollars and Zero Cents ($ 2,000,000.00) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or

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omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some

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combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's written approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.1.1 As a service to the Owner, the Architect shall illustrate and describe additive and deductive alternatives in order to preserve options for cost control through the end of the Design Development phase. Upon acceptance of the budget at the end of Design Development, the project scope shall be fixed, and documentation of alternatives beyond the Design Development phase shall constitute an Additional Service

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's written approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

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§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

.1 facilitating the distribution of Bidding Documents to prospective bidders;

.2 organizing and conducting a pre-bid conference for prospective bidders;

.3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,

.4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

.1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;

.2 organizing and participating in selection interviews with prospective contractors;

.3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,

.4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. In the event the Architect fails to perform a necessary task or work item, and later corrects the omission within a reasonable period of

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time, the Architect shall be responsible only for that portion of the cost resulting from the work being performed out of sequence.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site observations to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

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§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

§ 3.6.6.2 The Architect's observations shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

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§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	**Responsibility** *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	Not Provided
§ 4.1.1.2 Multiple preliminary designs	Not Provided
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Not Provided
§ 4.1.1.5 Site evaluation and planning	Landscape Architect
§ 4.1.1.6 Building Information Model management responsibilities	Architect
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Architect
§ 4.1.1.15 As-designed record drawings	Not Provided
§ 4.1.1.16 As-constructed record drawings	Not Provided
§ 4.1.1.17 Post-occupancy evaluation	Not Provided

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§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.21 Telecommunications/data design	Architect
§ 4.1.1.22 Security evaluation and planning	Not Provided
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30 Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

See Exhibit 1.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

See Exhibit 1.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget

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for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;

.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.7 Preparation for, and attendance at, a public presentation, meeting or hearing;

.8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.9 Evaluation of the qualifications of entities providing bids or proposals;

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,

.11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 Ten (10) visits to the site by the Architect during construction

.3 One (1)observations for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 One (1) observations for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Thirty-One (31) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the

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Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner acknowledges that the contingency allowance is to cover funding of unpredictable changes in the work or items of work during the construction phase, serving three core purposes: (1) To account for coordination issues in the Construction Documents, including errors and omissions corrected by the Architect at no additional design cost to the owner. (2) To modify or change the scope of the project "Betterment" or provide additional scope elements that were excluded from the contract documents, but required to completed the project. (3) To accommodate unknown conditions. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. The Owner Designates Mr. Travis Hughes, City of Lockhart Director of Parks and Recreation as the Owner's Representative.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the

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Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- **.1** give written approval of an increase in the budget for the Cost of the Work;
- **.2** authorize rebidding or renegotiating of the Project within a reasonable time;
- **.3** terminate in accordance with Section 9.5;
- **.4** in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- **.5** implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, with additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work

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at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. "Instruments of Service" are defined as representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. These may include, but are not limited to, maps, plans, drawings, specifications, reports, electronic files and other documents.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1. Any such claim, dispute or matter in question shall be subject to Informal Negotiation as first course of resolution. Either party may initiate informal negotiation of its claim, assuming the claim has been asserted within the time limits set forth in this Agreement by giving the other party written notice of such demand.

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Within ten (10) days of receipt of demand for informal negotiations, representatives of the parties with authority to settle the claim will meet to determine if the claim can be resolved informally. If informal negotiation fails to resolve the claim, mediation as a condition of precedent to binding dispute resolution. If the parties do not resolve a claim, dispute or matter in question through mediation, the method of binding dispute resolution shall be as selected in the sections to follow.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

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§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension and as planned and communicated per schedule for one (1) week following suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this

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Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

Not applicable.

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

As mutually agreed.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

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§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10 The Architect agrees to publish milestone documents at the end of each phase for the purpose of estimating and/ or pricing. Other interim document sets are for design coordination and internal review only: publication of additional interim documents for the purpose of estimating/ pricing will be an additional service and require additional time.

179D Commercial Buildings Energy-Efficiency Tax Deduction. The 179D commercial buildings energy efficiency tax deduction primarily enables building owners to claim a tax deduction for installing qualifying systems in buildings. If the system or building is installed on federal, state, or local government property, the 179D tax deduction may be assigned by the Public Agency to the design team responsible for the design. The 179D tax deduction has been in effect since January 1, 2006, and is now a permanent program enacted as part of the Consolidated Appropriations Act of 2021, signed into law on December 27, 2020.§ 10.11

Owner agrees to allocate tax deduction incentives under paragraph 179d of the Internal Revenue Code regarding the Energy Policy Act and energy savings to the Architect of Record, Barker Rinker Seacat Architecture. As a Public Agency, the potential deduction has no direct value to [insert client name] as it does not pay federal income taxes.

§ 10.12 [for use when the Owner asks us to include Geotech in our Contract]

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

$797,000, excluding reimbursable expenses.

.2 Percentage Basis
(Insert percentage value)

( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

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§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Architect will prepare a proposal or work will be done on an hourly basis per Architect's current hourly rates at the time of additional services. These rates change in January of every year. 2026 hourly rates are shown in Exhibit 1.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Architect will prepare a proposal or work will be done on an hourly basis per Architect's current hourly rates at the time of additional services. These rates change in January of every year. 2026 hourly rates are shown in Exhibit 1.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Eighteen percent (18.00 %)
Design Development Phase	Twenty-Five percent (25.00 %)
Construction Documents Phase	Twenty-Seven percent (27.00 %)
Procurement Phase	Two percent (2.00 %)
Construction Phase	Twenty-Eight percent (28.00 %)
Total Basic Compensation	one hundred percent (100.00 %)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate ($0.00
Partner	$ 260/ HR
Senior Principal III	$ 240/ HR
Principal II	$ 225/ HR
Principal I	$ 205/ HR
Project Manager	$ 205/ HR
Project Specialist	$ 185/ HR
Design Manager	$ 175/ HR
Senior Designer	$ 200/ HR
Designer IV	$ 160/ HR

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Designer III	$ 145/ HR
Designer II	$ 135/ HR
Designer I	$ 125/ HR
Marketing/Administrative	$ 150 /HR

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
.3 Permitting and other fees required by authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, and standard form documents;
.5 Postage, handling, and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses;
.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
.12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10.0 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

Not Applicable

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of N/A ($ N/A) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ($) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

Prime* plus one % monthly
Per month. *Rate shall be based on the published prime rate on the 61st day after the date of the invoice.

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated

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damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

Limitation of Liability: The Owner agrees, to the fullest extent permitted by law, to limit the liability of the Architect and Architect's officers, directors, and employees, for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and cost of litigation, so that the total aggregate liability of the Architect and the Architect's officers and employees shall not exceed $1,000,000.00 or the Architect's total fee for services rendered on this project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. Corporate Protection: It is intended by the parties to this agreement that the Architect's services in connection with the Project shall not subject the Architect's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Owner agrees that as the Owner's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Architect, a Colorado corporation, and not against any of the Architect's individual employees, officers or directors.

Architect shall indemnify and hold the City, its officers, elected officials, and employees, harmless from any loss, damage, suit, and liability of every kind, including all expenses of litigation, court costs, and reasonable attorney's fees, for injury to or death of any person, or for damage to any property, intellectual property infringement, or failure to pay a subcontractor or supplier of the Architect to the extent caused by the negligent, intentional, or willful acts or omissions of the Architect, its officers, employees, contract laborers, or subarchitects in the performance of this agreement as permitted by Texas Local Government Code Section 271.904 and Texas Government Code Section 2254.0031.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

.2 AIA Document G203™–2022, BIM Execution Plan, dated as indicated below:
(Insert the date of the G203-2022 incorporated into this agreement.)

.3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

[X] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

BRS Scope of Work Proposal (with exhibits) dated 06/25/2026.

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

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This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
BY: Joseph Resendez, City Manager	BY: Jason Ringdahl, Senior Principal
(Printed name and title)	*(Printed name, title, and license number if required)*

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Additions and Deletions Report for
AIA® Document B101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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Changes to original AIA text

PAGE 4

.2 Land Surveyor ~~Civil Engineer~~:

1. Civil Engineer
Halff & Associates
Ross Monte
13620 Briarwick Dr.
Austin, TX 78729
512.777.4600

2. Landscape Architect
Halff & Associates
James Hemenes
13620 Briarwick Dr.
Austin, TX 78729
512.777.4600

.3 Structural Engineer:

.3 ~~.1~~ Structural Engineer:

.42 Mechanical Engineer:

PAGE 5

.53 Electrical Engineer:

4: Cost Estimator
Blundall & Associates
Martyn Blundall
7223 Engle Road, Suite 215
Fort Wayne, Indiana 46804
260.489.8444

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5. Specifications

iBIMSolutions, LLC

Greg Markling
6885 N. Oracle Road, Suite G
Tucson, AZ 85704
303.775.9517

PAGE 6

§ 1.3 The parties shall agree upon ~~written~~ protocols governing the transmission and use ~~of, and reliance on,~~ of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document G203™–2022, BIM Execution Plan, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to ~~written~~ protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document G203™–2022, BIM Execution Plan, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

PAGE 7

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella ~~policies~~ policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

PAGE 8

§ 3.3.1 Based on the Owner's written approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications

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that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.1.1 As a service to the Owner, the Architect shall illustrate and describe additive and deductive alternatives in order to preserve options for cost control through the end of the Design Development phase. Upon acceptance of the budget at the end of Design Development, the project scope shall be fixed, and documentation of alternatives beyond the Design Development phase shall constitute an Additional Service

§ 3.4.1 Based on the Owner's written approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

PAGE 9

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. In the event the Architect fails to perform a necessary task or work item, and later corrects the omission within a reasonable period of time, the Architect shall be responsible only for that portion of the cost resulting from the work being performed out of sequence.

PAGE 10

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site ~~inspections~~ observations to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site ~~inspections~~ observations to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

PAGE 11

§ 3.6.6.2 The Architect's ~~inspections~~ observations shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

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Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	Not Provided ~~Owner~~
§ 4.1.1.2 Multiple preliminary designs	Not Provided
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Not Provided
§ 4.1.1.5 Site evaluation and planning	~~–~~Landscape Architect
§ 4.1.1.6 Building Information Model management responsibilities	Architect
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	~~Not Provided~~Architect
§ 4.1.1.10 Architectural interior design	~~A~~ Architect
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	~~A Architect~~Architect
§ 4.1.1.15 As-designed record drawings	Not Provided
§ 4.1.1.16 As-constructed record drawings	Not Provided
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.21 Telecommunications/data design	~~A~~ Architect
§ 4.1.1.22 Security evaluation and planning	Not Provided
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not Provided

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§ 4.1.1.29	Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30	Other Supplemental Services	

PAGE 14

.3 One (1) ~~inspections~~ observations for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 One (1) ~~inspections~~ observations for any portion of the Work to determine final completion.

PAGE 15

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner acknowledges that the contingency allowance is to cover funding of unpredictable changes in the work or items of work during the construction phase, serving three core purposes: (1) To account for coordination issues in the Construction Documents, including errors and omissions corrected by the Architect at no additional design cost to the owner. (2) To modify or change the scope of the project "Betterment" or provide additional scope elements that were excluded from the contract documents, but required to completed the project. (3) To accommodate unknown conditions. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. The Owner Designates Mr. Travis Hughes, City of Lockhart Director of Parks and Recreation as the Owner's Representative.

PAGE 17

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the ~~Architect~~Architect, with additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. "Instruments of Service" are defined as representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. These may include, but are not limited to, maps, plans, drawings, specifications, reports, electronic files and other documents.

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims

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and causes of action not commenced in accordance with this Section 8.1.1. Any such claim, dispute or matter in question shall be subject to Informal Negotiation as first course of resolution. Either party may initiate informal negotiation of its claim, assuming the claim has been asserted within the time limits set forth in this Agreement by giving the other party written notice of such demand. Within ten (10) days of receipt of demand for informal negotiations, representatives of the parties with authority to settle the claim will meet to determine if the claim can be resolved informally. If informal negotiation fails to resolve the claim, mediation as a condition of precedent to binding dispute resolution. If the parties do not resolve a claim, dispute or matter in question through mediation, the method of binding dispute resolution shall be as selected in the sections to follow.

PAGE 19

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension and as planned and communicated per schedule for one (1) week following suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

PAGE 21

§ 10.10 The Architect agrees to publish milestone documents at the end of each phase for the purpose of estimating and/ or pricing. Other interim document sets are for design coordination and internal review only: publication of additional interim documents for the purpose of estimating/ pricing will be an additional service and require additional time.

179D Commercial Buildings Energy-Efficiency Tax Deduction. The 179D commercial buildings energy efficiency tax deduction primarily enables building owners to claim a tax deduction for installing qualifying systems in buildings. If the system or building is installed on federal, state, or local government property, the 179D tax deduction may be assigned by the Public Agency to the design team responsible for the design. The 179D tax deduction has been in effect since January 1, 2006, and is now a permanent program enacted as part of the Consolidated Appropriations Act of 2021, signed into law on December 27, 2020.§ 10.11

Owner agrees to allocate tax deduction incentives under paragraph 179d of the Internal Revenue Code regarding the Energy Policy Act and energy savings to the Architect of Record, Barker Rinker Seacat Architecture. As a Public Agency, the potential deduction has no direct value to [insert client name] as it does not pay federal income taxes.

§ 10.12 [for use when the Owner asks us to include Geotech in our Contract]

PAGE 22

Employee or Category	Rate ($0.00
Partner	$ 260/ HR
Senior Principal III	$ 240/ HR
Principal II	$ 225/ HR
Principal I	$ 205/ HR
Project Manager	$ 205/ HR
Project Specialist	$ 185/ HR
Design Manager	$ 175/ HR
Senior Designer	$ 200/ HR
Designer IV	$ 160/ HR
Designer III	$ 145/ HR

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Designer II	$ 135/ HR
Designer I	$ 125/ HR
Marketing/Administrative	$ 150 /HR

PAGE 23

Per month. *Rate shall be based on the published prime rate on the 61st day after the date of the invoice.

PAGE 24

.2 AIA Document G203™–2022, BIM Execution Plan~~Building Information Modeling Exhibit, if completed:~~, dated as indicated below:

(Insert the date of the G203-2022 incorporated into this agreement.)

PAGE 25

Variable Information

PAGE 1

AGREEMENT made as of the Twenty-third day of June in the year Two Thousand Twenty-Six
(In words, indicate day, month and year.)

City of Lockhart, Texas

308 W. San Antonio Street
Lockhart, TX 78644

Barker Rinker Seacat Architecture

990 South Broadway, Ste 222
Denver, CO 80209

303.455.1366

2025.058 - Lockhart Rec Center

120 W. Martin Luther King Jr. Industrial Blvd.
Lockhart, TX 78644

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A renovation of an existing 11,800 sf pre-engineered metal building structure into a recreation center. The existing building with a mezzanine level will be converted into indoor spaces including a multi-activity court with on-grade walk/jog track, group
aerobics room, 1,500 sf fitness equipment area with weights and cardio, community room, catering kitchen, men's and women's restrooms, and admin space. Approximately 2,000 sf of new construction will be added to the building. Exterior site renovation will
include a new parking lot, three outdoor basketball courts, tournament area with a concessions pavilion and shade structures, an outdoor fitness area with new garage door into the existing structure, and a playground. The estimated construction budget is $9.1 million with soft costs of $2.7 million for a total project budget of $11.8 million.

PAGE 2

The project may include the following amenities:
- Multi-use Activity Court with walk/jog track
- Group Fitness Room
- Fitness /weights room
- Community Room / Event Space
- Catering Kitchen
- Administrative offices
- Storage and support rooms
- Restrooms, lobby
- Associated Parking
- Outdoor basketball courts
- Outdoor fitness area
- Outdoor Playground
- Outdoor Pavilion

PAGE 3

The project includes an existing steel frame building with metal siding of approx. 12,000 sf on a site with existing parking lot.

$11,800,000.00

Schematic Design by September 18, 2026
Design Development by December 11, 2026
Construction Documents by March 26, 2027

Schedule will be established at the time of bidding.

Schedule will be established at the time of bidding.

N/a

Competitive bid

To be determined.

Travis Hughes

705 Wichita Street
Lockhart, TX 78644

512.398.6452

thughes@lockhart-tx.org

PAGE 4

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n/a

Jason Ringdahl

990 S. Broadway Suite 222
Denver, CO 80209

303-455-1366

jasonringdahl@brsarch.com

IMEG Corp (Houston)

Akshai Ramakrishnan

15810 Park Ten Place, Suite 225
Houston, TX 77084

8328568115

The Ballard Group, Inc.

PAGE 5

Peter Failla

2525 South Wadsworth Blvd., Suite 200
Lakewood, CO 80227

303.988.4514 x148

Reese Hackman

Mark Layfield

9781 S Meridian Blvd, Ste 220
Englewood, CO 80112

7208425317

Not applicabl

PAGE 6

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars ($ 1,000,000) for each occurrence and Two Million Dollars ($ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars ($ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars ($ 1,000,000) each accident, One Million Dollars ($ 1,000,000) each employee, and One Million Dollars ($ 1,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services

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with policy limits of not less than Two Million Dollars ($ 2,000,000) per claim and Two Million Dollars and Zero Cents ($ 2,000,000.00) in the aggregate.

PAGE 13

See Exhibit 1.

See Exhibit 1.

PAGE 14

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 Ten (10) visits to the site by the Architect during construction

.3 One (1)observations for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 One (1) observations for any portion of the Work to determine final completion.

§ 4.2.5 If the services covered by this Agreement have not been completed within Thirty-One (31) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 18

[X] Litigation in a court of competent jurisdiction

PAGE 20

Not applicable.

As mutually agreed.

PAGE 21

$797,000, excluding reimbursable expenses.

Architect will prepare a proposal or work will be done on an hourly basis per Architect's current hourly rates at the time of additional services. These rates change in January of every year. 2026 hourly rates are shown in Exhibit 1.

PAGE 22

Architect will prepare a proposal or work will be done on an hourly basis per Architect's current hourly rates at the time of additional services. These rates change in January of every year. 2026 hourly rates are shown in Exhibit 1.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

Schematic Design Phase	Eighteen percent (18.00 %)
Design Development Phase	Twenty-Five percent (25.00 %)
Construction Documents Phase	Twenty-Seven percent (27.00 %)
Procurement Phase	Two percent (2.00 %)
Construction Phase	Twenty-Eight percent (28.00 %)
Total Basic Compensation	one hundred percent (100.00 %)

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§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10.0 %) of the expenses incurred.

Not Applicable

§ 11.10.1.1 An initial payment of N/A ($ N/A) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

Prime* plus one % monthly

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Limitation of Liability: The Owner agrees, to the fullest extent permitted by law, to limit the liability of the Architect and Architect's officers, directors, and employees, for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and cost of litigation, so that the total aggregate liability of the Architect and the Architect's officers and employees shall not exceed $1,000,000.00 or the Architect's total fee for services rendered on this project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. Corporate Protection: It is intended by the parties to this agreement that the Architect's services in connection with the Project shall not subject the Architect's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Owner agrees that as the Owner's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Architect, a Colorado corporation, and not against any of the Architect's individual employees, officers or directors.

Architect shall indemnify and hold the City, its officers, elected officials, and employees, harmless from any loss, damage, suit, and liability of every kind, including all expenses of litigation, court costs, and reasonable attorney's fees, for injury to or death of any person, or for damage to any property, intellectual property infringement, or failure to pay a subcontractor or supplier of the Architect to the extent caused by the negligent, intentional, or willful acts or omissions of the Architect, its officers, employees, contract laborers, or subarchitects in the performance of this agreement as permitted by Texas Local Government Code Section 271.904 and Texas Government Code Section 2254.0031.

[X] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

BRS Scope of Work Proposal (with exhibits) dated 06/25/2026.

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Mary Schambach, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 19:38:35 MDT on 07/08/2026 under Order No. 20250148606 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ - 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

Mary P Schambach

(Signed)

Project Manager

(Title)

July 8, 2026

(Dated)

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Lockhart Recreation Center – Theater Retrofit

Barker Rinker Seacat Architecture

Architectural Scope of Work

June 25, 2026

The following scope of work represents the task definition of the roles and responsibilities of Barker Rinker Seacat Architecture (BRS, also referred to as the Architect) for a renovation of a pre-engineered metal building that previously operated as a movie theater. The existing building will be renovated into the Lockhart Recreation Center in Lockhart, Texas. This proposal is for providing architectural and engineering services to obtain the appropriate permits for the renovation and addition to Lockhart Recreation Center, including services during construction. The existing building is approximately 11,800 square feet and consists of a partially demolished interior containing a lobby, restrooms, theater spaces, and a mezzanine with screening rooms. The City of Lockhart (also referred to as the Owner) hired BRS to do a feasibility study of the existing facility vs. a new facility, which involved a community survey and input from a steering committee and city officials. Through this effort, it was determined that the additions and alterations to the existing facility was the best approach. The resulting plan consists of targeted renovations and expansion of different areas of the building to meet the needs of this growing community.

The design and construction will include approximately 11,800 sq/ft of renovation to create an indoor multi-activity court with on-grade walk/jog track, group aerobics room, 1,500 sf fitness equipment area with weights and cardio, community room, catering kitchen, men's and women's restrooms, and admin space. The renovation will involve removing the mezzanine and stairs. Approximately 2,000 sq/ft of new construction will be added to the existing structure to expand the building footprint for circulation. Exterior site renovation will include relocating the parking lot to the adjacent airport property, adding 3 outdoor basketball courts/tournament area with a concessions pavilion and shade structures, an outdoor fitness area with new garage door into the existing structure, and a playground. Please refer to Exhibit C for the conceptual floor plan and site plan.

The construction budget is $9.1 million with soft costs being $2.7 million for a total project cost of $11.8 million.

Barker Rinker Seacat Architecture will serve as the Architect of Record. BRS shall maintain the prime contract relationship for the Project with the City of Lockhart. This proposal is based on a Design-Bid-Build procurement process. If desired by the Owner, BRS may assist with the procurement process for the General Contractor for Construction. This assistance is not included in BRS' base fee and scope of services. Barker Rinker Seacat Architecture services will include Architectural Design, Interior Design, and Exterior Design. Civil engineering, landscape architecture, structural engineering, electrical engineering, mechanical engineering, and plumbing engineering services will be provided by consultants. Scope of work and costs for these consultants are also included in the scope of services and fee. Please refer to attached Exhibits D through J for detailed information regarding the project's consultants' scope of services. BRS will hold all sub-consultant contracts, each using an AIA C401 or C402 document. Geotechnical and Survey will be contracted directly with the City. All phases of the work will be documented using Building Information Modeling (BIM, using Revit software). Please refer to the Project Schedule for anticipated design and construction milestones as well as the number of anticipated workshops. As soon as practicable after the contract has been fully executed, BRS shall submit, for the Owner's approval, a project schedule with more detailed information based on the agreed-upon project kickoff date.

The architectural responsibility scope of work is broken down as follows:

Schematic Design Phase

1. BRS shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architectural services and the project.

2. The Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.
3. BRS shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.
4. BRS shall submit to the Owner an opinion of probable construction cost (OPCC). In preparing costs and budgets, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the OPCC to meet the Owner's budget. The Architect's OPCC shall be based on current area, volume or similar conceptual estimating techniques.
5. BRS shall submit the Schematic Design Documents to the Owner and request the Owner's written approval.
6. BRS shall lead the consultant coordination effort during Schematic Design with structural, mechanical, electrical, civil, and landscape consultants.
7. Meetings: The team anticipates two (2) Client Workshops during Schematic Design with one meeting being in-person and the other meeting being virtual. Please refer to the Project Schedule. Council meetings, presentations and updates can be provided as an additional service upon request.
8. Schematic Design Printing and Distribution of Documents: BRS shall distribute progress documents electronically (PDF) to the Owner and consultants.
9. Written response to Owner's SD Review: BRS shall provide a written response to Owner's schematic design review upon request.
10. Sub-Consultant/Engineer Responsibility: In addition to the responsibilities and deliverables provided by the Architectural team, please refer to the enclosed consultant proposals for a description of the civil, structural, mechanical, electrical, plumbing and landscape portion of the scope of work.

    Note: The City will provide written approval of the scope that they agree to move forward with into the Design Development phase that meets the approved construction budget. Scope areas that are outside of the allowed budget will not be developed further than the Schematic Design level and the information will be available for future design when funding is available.

Design Development Phase

1. Based on the Owner's written approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, BRS shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

2. As a service to the Owner, BRS shall illustrate and describe additive and deductive alternatives in order to preserve options for cost control through the end of the Design Development phase. Upon acceptance of the budget at the end of Design Development, the project scope shall be fixed, and documentation of alternatives beyond the Design Development phase shall constitute an Additional Service.
3. BRS shall update the estimate of the Cost of the Work.
4. BRS shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the OPCC, and request the Owner's written approval.
5. Meetings: The team anticipates two (2) Client Workshops during Design Development with one meeting being in-person and the other meeting being virtual. Please refer to the Project Schedule. Council meetings, presentations and updates can be provided as an additional service upon request.
6. Design Development Printing and Distribution of Documents: BRS shall distribute progress documents electronically (PDF) to the Owner and consultants.
7. Written Response to Owner's DD Review: BRS shall provide a written response to the Owner's Design Development review upon request.
8. Sub-Consultant/Engineer Responsibility: In addition to the responsibilities and deliverables provided by the Architectural team, please refer to the enclosed consultant proposals for a description of the civil, structural, mechanical, electrical, plumbing and landscape portion of the scope of work.

Construction Documents Phase

1. Based on the Owner's written approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, BRS shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review during construction.
2. The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.
3. If required, during the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.
4. The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.
5. BRS shall request the Owner's written approval.
6. Meetings: The team anticipates two (2) Client Workshops during the Construction Documents Phase with one meeting being in-person and the other meeting being virtual. Please refer to the

Project Schedule. Council meetings, presentations and updates can be provided as an additional service upon request.

7. Construction Document Printing and Distribution of Documents: BRS shall distribute electronic progress documents (PDF) to the Owner and Consultants.

Bid Phase

1. BRS shall prepare one bid package. Multiple Bid packages can be provided as an additional service. Bid packages are available at the contractor's expense.
2. Bidding Documents shall consist of bidding requirements and proposed Contract Documents. Bidding requirements to be provided by the Owner.
3. If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.
4. Request for Information/Clarifications: BRS will receive and distribute all RFI/RFCs to consultants as necessary and will coordinate the preparation of the written response.
5. BRS will prepare addenda, as necessary.
6. BRS shall update documents based on questions and responses provided for RFIs and city comments.

Construction Administration Phase

1. BRS shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, or implement an alternate contractual agreement with the General Contractor, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.
2. BRS shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. In the event the Architect fails to perform a necessary task or work item, and later corrects the omission within a reasonable period of time, the Architect shall be responsible only for that portion of the cost resulting from the work being performed out of sequence.
3. BRS's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.
4. BRS shall visit the site at intervals appropriate to the stage of construction, or as follows:
    a. A construction duration of twelve (12) months is anticipated. Ten (10) visits to the site by the Architect during construction. Site visit reports are to be provided within one week of site visit.

   b. One (1) observation for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents.
   c. One (1) observation for any portion of the Work to determine final completion.
5. Site visits in addition to the ten (10) indicated above will incur additional services and associated fees.
6. Construction administration services beyond the twelve (12) months assumed for construction will incur additional services and associated fees.
7. BRS shall attend OAC (Owner-Architect-Contractor) meetings in between site visits virtually.
8. BRS' role during site visits is to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.
9. BRS has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.
10. BRS shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.
11. Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.
12. The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.
13. The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site observations to check the quality or quantity of the Work,

(2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

14. BRS shall maintain a record of the Applications and Certificates for Payment.
15. BRS shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.
16. BRS shall review the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
17. Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor will be provided. Additional reviews required will be brought to the owner's attention and considered an additional service outside the scope of this agreement as described below under "Additional Services."
18. If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.
19. BRS shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.
20. The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.
21. The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. BRS shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.
22. The Architect shall maintain records relative to changes in the Work.
23. BRS shall issue a Certificate of Substantial Completion.

24. BRS shall forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor.
25. BRS shall issue a final Certificate for Payment based upon a final observation indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.
26. BRS' observations shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.
27. When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.
28. The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.
29. Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

Owner's Responsibilities

1. Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.
2. The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.
3. The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. The Owner Designates Mr. Travis Hughes, City of Lockhart Director of Parks and Recreation as the Owner's Representative.
4. The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.
5. The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials,

seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

6. The Owner shall furnish tests, special inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.
7. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.
8. Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

Project Schedule

The project schedule is as follows assuming a single bid package:

Phase	Duration	# of meetings	Preliminary Schedule
Schematic Design	8 weeks	(2) Workshops	July-August 2026
City Review/SD Estimate	2 weeks	(1) Review Meeting	September 2026
Design Development	10 weeks	(2) Workshops	September-November 2026
Phase Review/DD Estimate	2 weeks	(1) Review Meeting	December 2026
Construction Documentation	14 weeks	(2) Workshops	December 2026-March 2027
Permitting & Bidding	8 weeks	-	March – May 2027
Final Conformance/For Const. Set	-	-	May 2027
Construction Administration	52 weeks	(26)*	June 2027-June 2028
Total	**96 weeks**		

Construction is anticipated to start in second quarter of 2027.
Of the two workshops in each design phase, one is planned to be virtual and one is planned to be held in Lockhart, TX. Council meetings, presentations and updates can be provided as an additional service upon request.
*BRS will attend bi-weekly construction meetings virtually. Ten (10) site visits during construction are included.

Compensation

Please refer to the Project Fee Summary - Exhibit A.

Additional Services

BRS may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services shall entitle the Architect to compensation and an appropriate adjustment in the Architect's schedule. BRS's additional services beyond the scope of this proposal shall be discussed between BRS and the Owner and approved

prior to execution. Compensation for this work will be negotiated per Exhibit B Hourly Rates for anticipated work.

Reimbursable Expenses

Please refer to Exhibit A.

Expenses will be submitted as actual expense x 1.1 (administrative mark-up).

Exhibits

A. Project Fee Summary (includes reimbursable expenses)
B. BRS Standard Hourly Rates
C. Conceptual Floor Plan and Site Plan
D. Civil Engineering Proposal (Halff)
E. Landscape Architecture Proposal (Halff)
F. Structural Proposal (IMEG)
G. Mechanical & Plumbing Proposal (The Ballard Group)
H. Electrical & Technology Proposals (Reese Hackman)
I. Cost Estimating Proposal (Blundall Associates)
J. Specifications (iBim)

Exhibit A: Fee Summary

Lockhart, TX Rec Center

Scope of Services - Fee Allocation

Prepared 25-Jun-2026

Design Fee Allocation				***Breakdown by Phase***				
Basic Design Services	Total	%*	SD cost	DD cost	CD cost	BN cost	CA cost
Architect of Record (Including Interior Design)	$ 377,499	4.15%	$ 67,950	$ 94,375	$ 101,925	$ 7,550	$ 105,700
Landscape Architect	$ 110,311		$ 32,861	$ 32,861	$ 32,861	$ -	$ 11,727
Structural Engineer	$ 42,000		$ 6,000	$ 10,000	$ 16,000	$ 2,000	$ 8,000
Mechanical & Plumbing	$ 80,680		$ 13,290	$ 22,800	$ 30,400	$ -	$ 14,190
Electrical Engineer	$ 38,000		$ 5,700	$ 11,400	$ 11,400	$ 1,900	$ 7,600
Cost Estimating	$ 16,910		$ 3,950	$ 5,985	$ 6,975	$ -	$ -
Specifications	$ 9,500		$ -	$ 4,750	$ 4,750	$ -	$ -
	$ 419,501	4.61%	$ 77,901	$ 122,196	$ 146,386	$ 7,800	$ 65,217

Basic Design Services Fee $ 797,000

Recommended Optional Services		SD cost	DD cost	CD cost	BN cost	CA cost
Electrical Engineer						
Technology Systems Design	$ 22,000	$ 3,300	$ 6,600	$ 6,600	$ 1,100	$ 4,400
		$ 3,300	$ 6,600	$ 6,600	$ 1,100	$ 4,400

Recommended Optional Services Fee $ 22,000

Reimbursable Expense Budget		***Breakdown by Phase***				
(refer to Exhibit B)		SD cost	DD cost	CD cost	BN cost	CA cost
		$ 7,796	$ 7,642	$ 7,641	$ -	$ 15,913

Total Budgeted Expenses $ 38,993

Basic Design Services Fee	**$**	**797,000**
Recommended Optional Services Fee	**$**	**22,000**
Total Budgeted Expenses	**$**	**38,993**
Total Fee	**$**	**857,993**

Assumptions:

1. Assumes design of a 11,800 sf existing building with 2,000 sf addition, and site amenities. Construction cost estimate is $9.1 million. Should the square footage or construction cost change by more than 10%, the design and engineering fees will be adjusted accordingly.
2. Project site is assumed to be free of environmental hazards and will not require cleanup.
3. Geo-technical investigation will be provided by the Owner and is outside of this contract/scope of work.
4. Topographic survey of the project site will be provided by the Owner and is outside of this contract/scope of work.
5. Any traffic engineering studies, traffic signals, or street improvements will be provided by the City.
6. Project limits do not include work in adjacent public right-of-way. Work in these areas will be the responsibility of the City and coordinated to the extent the ROW design work follows the building project schedule.
7. Project limits are as shown in Exhibit C.
8. Any zoning or plats will be done by the City and will not be part of this project.
9. All fees for permits and jurisdictional approvals, site inspection fees, utilities and taxes have been excluded.
10. The proposal is based on the project schedule included in the Scope of Work. Changes to the project schedule may incur an additional
11. Construction documents are anticipated to be released in one package. Should additional packages be needed to accelerate the construction schedule, additional services and fees will be required.
12. The project will be constructed by a hard bid. Contractor Proposals will be based on the 100% Construction Documents.
13. 3rd Party Estimating is included in this contract.
14. Record documents coordinated with Contractor redlined drawings are excluded.
15. The project will be designed with energy efficiency measures and sustainable concepts, but there will be no LEED or other certification sought for this project.
16. A monument sign on the site is not anticipated and excluded from this scope of work. This can be added as an additional service.
17. Fire Protection design will be specified by the project Mechanical engineer as part of this contract scope of work and Fire Protection for the project will be designed by the Fire Protection subcontractor as part of the construction contract.

18	The project documents will be delivered at the end of phase milestone dates as established on the project schedule. The milestone sets may be used for project milestone pricing/cost evaluation and client review. Mo mid-milestone pricing of document sets issued between end-of-phase milestones shall be used for cost evaluation or pricing.
19	Design alternates will be evaluated and considered during the Schematic Design Phase. Final direction and scope of the project will be established at the completion of the Schematic Design phase. If design alternates are to be carried past the SD phase, it will be an additional service and fee.
20	If a design omission is recognized within the construction documents during the Construction Administration phase of the project, however, is required to complete the project, ie. "Betterment", the client will pay for the cost of adding that missing scope or item back into the project.Client will pay for the construction cost of the missing scope only however not the re-design fee.
21	Foundation and Slab Assumptions: We are anticipating reusing as much as the existing slab and foundation as possible. It is anticipated to be slab on grade.
22	Commercial kitchen design is excluded. A catering/warming kitchen is anticipated with no cooking equipment. We anticipate stainless steel counters and prep areas as well as refrigerator, ice maker, dishwasher, warming ovens, sink, microwaves, and storage.
23	Basic commissioning is excluded in this contract. We assume the City will contract with a third party commissioning agent to provide commissioning as required by the 2018 IECC.
24	The project scope excludes Enhanced commissioning beyond code minimums.
25	The project scope excludes Energy Modeling in lieu of meeting prescriptive Comcheck IECC code requirements.
26	The project scope excludes Daylighting Analysis and related design recommendations for optimizing the use of natural light.
27	The project scope excludes Assessment and design recommendations for reduction of Embodied Carbon.
28	Levels of design and coordination for AV, Security, and Telecom/Raceways are defined in attached low voltage scope of services.
29	A detailed project scope for each subconsultant will be provided in the final contract.
30	Printing of milestone documents (drawings and specifications), record drawings or required submittal documents are not included in the reimbursable expenses covered in this contract.
31	Construction Administration Services will be provided based on the project schedule and identified tasks within the Scope of Work. Construction delays and project schedule extensions will incur additional design team fees per consultants' hourly rates.
32	The hourly rates provided in Exhibit B are valid for the calendar year of the contract and are subject to change when the project schedule is extended and/or additional fees are incurred for added scope of work.
33	Electronic Communications Fee of $150/month is included in the contract reimbursable expenses for the project duration as outlined in the project schedule. An additional fee will be required to cover electronic communications for projects exceeding their agreed-upon schedule.
34	Cladding Modification Analysis is excluded.
35	FF&E is excluded.
36	Signage and wayfinding is excluded.
37	Application and extensive coordination with TxDOT and FAA as related to the airport tract is excluded.

Exhibit B: Hourly Rates

BARKER RINKER SEACAT ARCHITECTURE, P.C.

BILLING RATE CATEGORIES AND REIMBURSABLE EXPENSES

(Effective 1 Jan 2026)

A. Compensation shall be made to Barker Rinker Seacat Architecture, P.C. for the time of the Principals and Staff at the following Billing Rates subject to annual review for escalation:

Designer I	$ 125/ hour
Designer II	$ 135/ hour
Designer III	$ 140/ hour
Designer IV	$ 160/ hour
Senior Designer	$ 200/ hour
Design Manager	$ 180/ hour
Administrative/Marketing	$ 155/ hour
Project Specialist	$ 190/ hour
Project Manager	$ 205/ hour
Principal I	$ 220/ hour
Principal II	$ 225/ hour
Senior Principal III	$ 250/ hour
Partner	$ 265/ hour

B. Services of Professional Consultants are billed at a multiple of one point one (1.1) times the amount billed to Barker Rinker Seacat Architecture, P.C.

C. In addition to compensation for time and the services of professional consultants, compensation shall be made to Barker Rinker Seacat Architecture, P.C. for the following reimbursable expenses, which will be billed at a multiple of one point one (1.1) times the amount billed to Barker Rinker Seacat Architecture, P.C.:

1. Expense of transportation and living when traveling outside the Metropolitan Denver area in connection with the project. Use of private automobile shall be billed at seventy cents ($0.725) per mile.
2. Phone calls, deliveries and shipping, extraordinary mailing expenses and fees paid for securing approval of authorities.
3. Printing, plotting and other document reproduction, brochures, contract documents and other special presentation expenses (e.g. renderings, finish models).

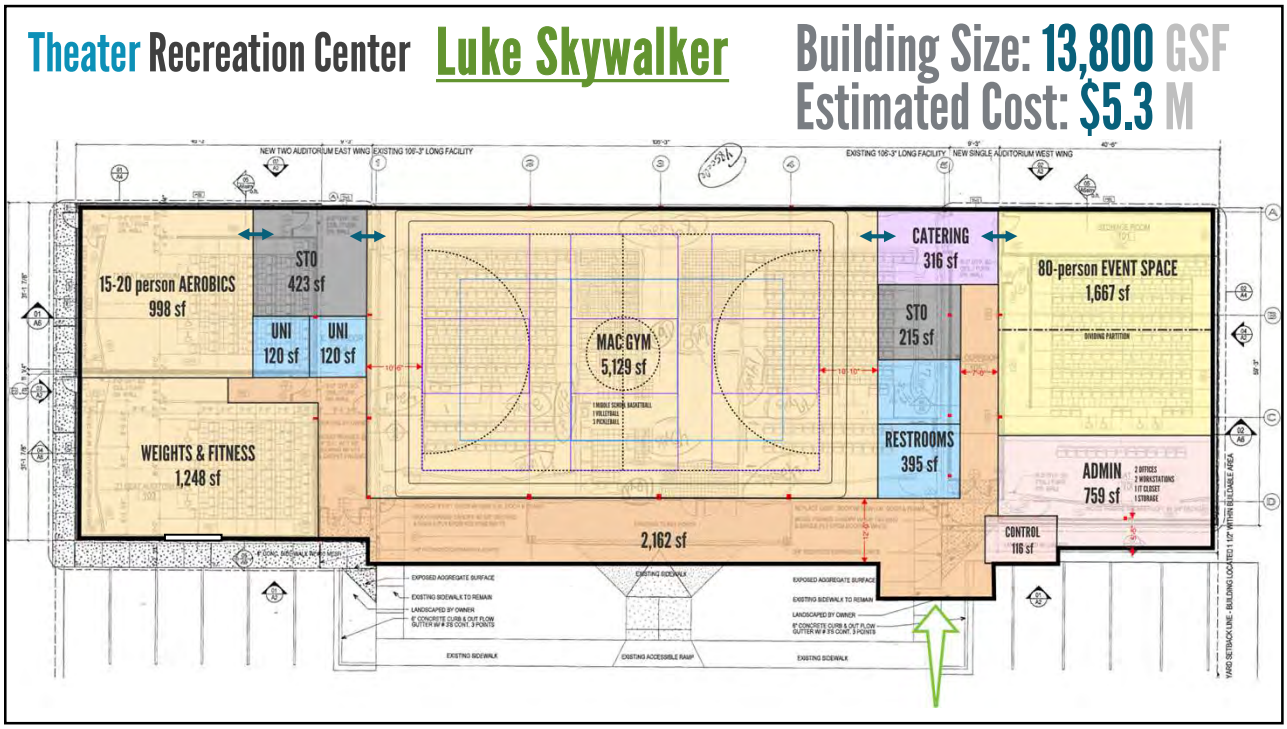
D. An Electronic Communication monthly fee shall be included within monthly reimbursables charges (between $50-$150 a month) based on the duration, team, and responsibilities outlined in the contract. The determined monthly charge will be included within Barker Rinker Seacat Architecture's formal proposal.

E. Other expenses that are directly attributable to a project shall not be billed unless prior approval is obtained from the Owner.

F. Payment due Barker Rinker Seacat Architecture, P.C. shall bear interest at the rate of one and one-half percent (1.5%) per month, commencing sixty days after the date of billing.

# # #

Exhibit C: Conceptual Building & Site Plans



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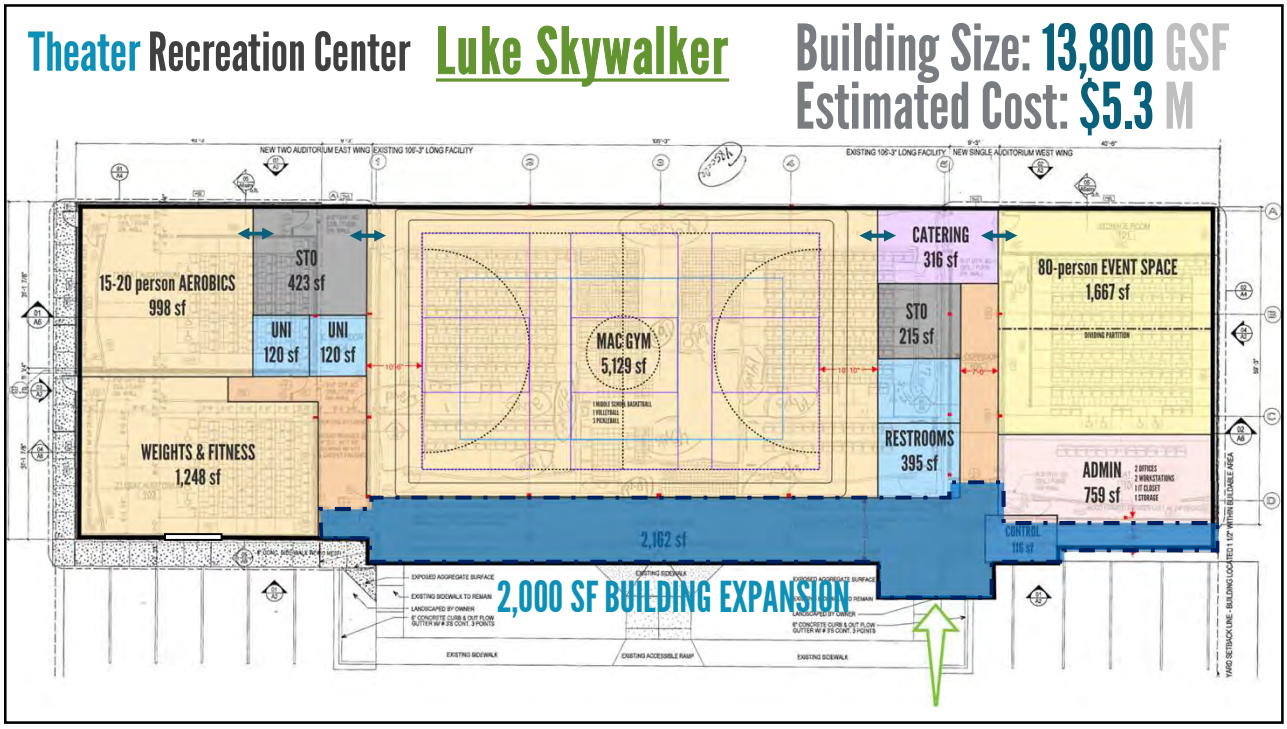

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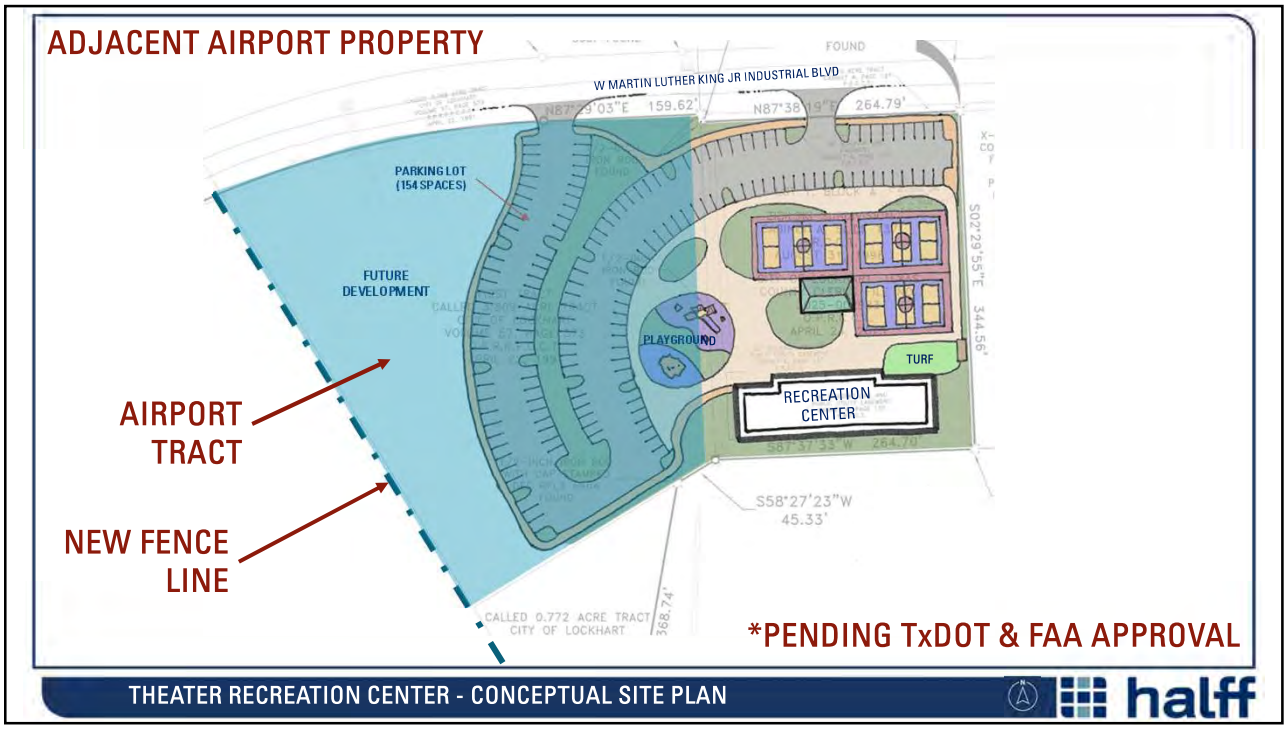
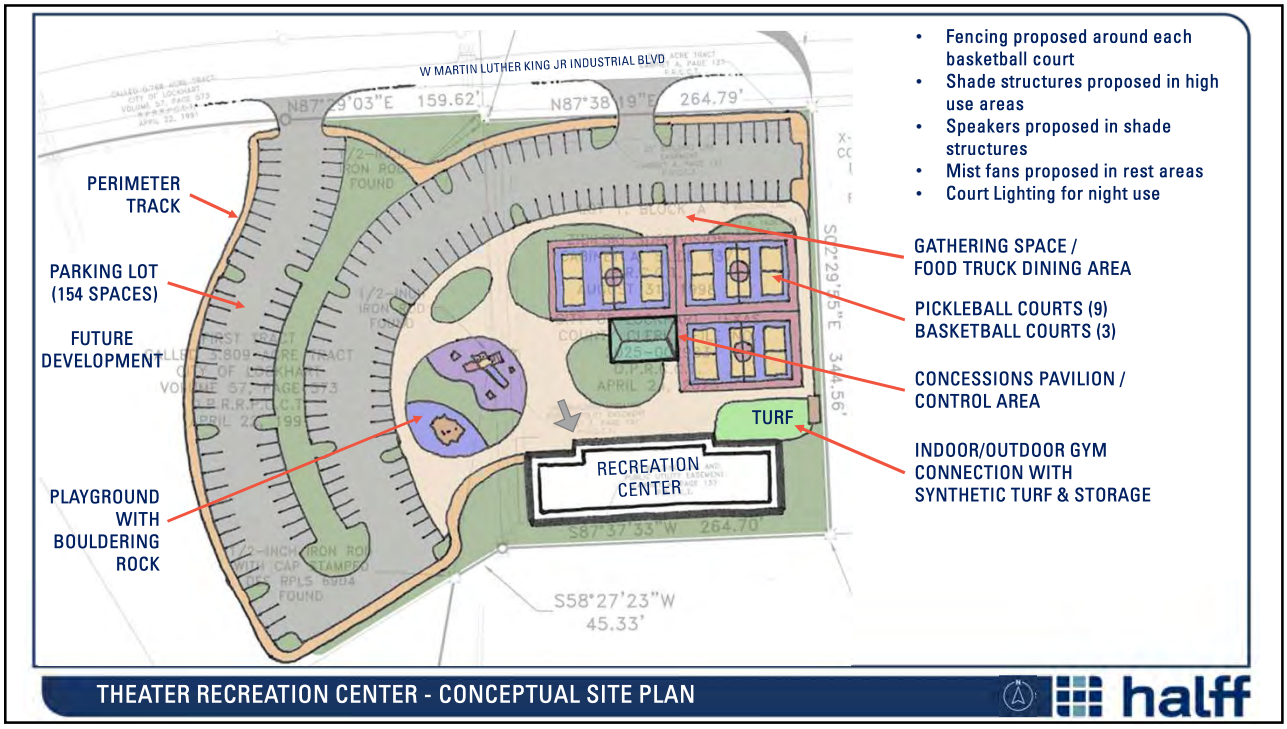

ADJACENT AIRPORT PROPERTY
W MARTIN LUTHER KING JR INDUSTRIAL BLVD
PARKING LOT (154 SPACES)
FUTURE DEVELOPMENT
PLAYGROUND
TURF
RECREATION CENTER
AIRPORT TRACT
NEW FENCE LINE
S58°27'23"W 45.33'
CALLED 0.772 ACRE TRACT CITY OF LOCKHART
*PENDING TxDOT & FAA APPROVAL
THEATER RECREATION CENTER - CONCEPTUAL SITE PLAN
halff

3


W MARTIN LUTHER KING JR INDUSTRIAL BLVD
PERIMETER TRACK
PARKING LOT (154 SPACES)
FUTURE DEVELOPMENT
PLAYGROUND WITH BOULDERING ROCK
TURF
RECREATION CENTER
S58°27'23"W 45.33'
• Fencing proposed around each basketball court
• Shade structures proposed in high use areas
• Speakers proposed in shade structures
• Mist fans proposed in rest areas
• Court Lighting for night use
GATHERING SPACE / FOOD TRUCK DINING AREA
PICKLEBALL COURTS (9)
BASKETBALL COURTS (3)
CONCESSIONS PAVILION / CONTROL AREA
INDOOR/OUTDOOR GYM CONNECTION WITH SYNTHETIC TURF & STORAGE
THEATER RECREATION CENTER - CONCEPTUAL SITE PLAN
halff

4

06/02/2026
AVO P62511.002

Barker Rinker Seacat Architecture
Attn: Jason Ringdahl
Senior Principal
990 South Broadway, Suite 222
Denver, CO, 80209

sent via e-mail: jasonringdahl@brsarch.com

RE: AGREEMENT FOR PROFESSIONAL SERVICES

Dear Mr. Ringdahl:

Halff Associates, Inc. (HALFF) is pleased to submit our proposal to Barker Rinker Seacat Architecture (CLIENT) to provide Professional Services for the referenced site, more specifically described as follows:

Site Location:

City: Lockhart County: Caldwell State: Texas
Latitude: 29.861008 Longitude: -97.670056
Address: 120 W Martin Luther King Jr Industrial BLVD
Zip code: 78644

Project Understanding:
The project site is part of an approximately 5.9AC tract that currently has an existing 11,800SF movie theatre along with associated parking and drives, and detention pond. The overall tract is divided into 2 lots. One lot is approximately 2.1 AC and the other is 3.8 AC. Barker Rinker Seacat (BRS) Architecture is proposing an approximately 13,800 SF recreation center for the City of Lockhart on the 2.1AC lot. Additionally, the parking and drives will be reconfigured to meet the increased parking demand for the buildings. Some of the parking will be located on the 2.1 AC movie theatre lot and the rest will be on the 3.8AC lot owned by the city. Currently the existing detention pond is anticipated to be removed and relocated onto the City tract.

Stormwater for the site will be handled by a combination of sheet flow and underground storm lines and conveyed to the proposed detention pond. The site is not within the FEMA regulated floodplain as per Fema FIRM Map number 48055C0235E Effective June 19, 2012.

Water and wastewater service will need to be provided to the newly proposed building. Currently the size of the water and wastewater services going into the existing movie theatre are unknown, and their location and sizes will need to be determined and the capacity evaluated if those same services are to be used. Otherwise, An existing 12” water main runs along W MLK Jr Industrial BLVD, and a 12” wastewater line runs along the same road across the street. New services may need to be run from these existing lines.

If HALFF's understanding is incorrect or requires clarification, please contact us immediately so we can revise this Proposal.

We appreciate the opportunity to be of service and trust that our association on this project will be mutually beneficial. Please contact us if you have any questions or comments concerning this matter. HALFF has included the attached Scope of Services for this Proposal along with the Exhibits listed below.

Sincerely,

HALFF

Ross Monte, PE

Exhibit A: SCOPE OF SERVICES
Exhibit B: CONCEPTUAL SITE PLAN
Exhibit C: FEE SCHEDULE
Exhibit D: STANDARD FORM OF AGREEMENT FOR PROFESSIONAL SERVICES

EXHIBIT A SCOPE OF SERVICES

PHASE 100 PRELIMINARY SERVICES

TASK 101: DUE DILIGENCE DATA COLLECTION

Collect readily available planning and engineering related data relative to the project site with consideration of the available development option(s). This information may include the following:

- Aerial maps
- SCS soils maps
- Information provided by you (boundary surveys, etc.)
- Platting status and determination of restrictions/requirements for the property
- Zoning maps and zoning requirements
- Comprehensive Plan maps and plan policies
- Access/thoroughfare plans
- Water, sewer and utility atlases
- FEMA floodplain maps
- General drainage patterns across the site
- Protected/heritage tree requirements
- Specific project-related information found in local agency files
- Halff GIS Map Package for the project site

This task will include a preliminary or pre-development meeting with City of Georgetown Engineering to determine stormwater management requirements. This information will be used for the development of the construction documents and not presented as a deliverable.

TASK 102: CONCEPTUAL PLAN

Review up to three conceptual layouts prepared by the Client for the proposed development to be in general conformance with requirements of the local agency requirements. The layout(s) will be reviewed and discussed with the CLIENT for future refinement as computed plans.

Coordinate with the CLIENT during design development and incorporate minor modifications as required in response to the CLIENT's comments.

PHASE 200 CIVIL ENGINEERING

TASK 201: COMPUTED SITE PLAN

Utilizing CAD files provided by the project Surveyor and Architect, prepare the computed layout in CAD for the proposed development in conformance with the Client's concept and our understanding of the local agency requirements. This plan can be provided to the CLIENT for review, upon request.

TASK 202: ONSITE CIVIL ENGINEERING CONSTRUCTION PLANS

Utilizing the Computed Plan prepared above, prepare construction plans as necessary for use in permitting and construction of the land development activities. This task may include;

- Site Plan – The Site plan may include dimensions and other horizontal controls for the location of improvements on the project. Data tables, if required by agencies indicating the uses of the project will be depicted.
- Paving Plan – The paving plan of all applicable roadways within the site. This item includes preparation of vehicular paving details based on the recommendations of the geotechnical engineer.
- Drainage Plan – Prepare, in concert with the site grading plan, a drainage plan in substantial accordance with the requirements of the local agency. The drainage design may include; an overall drainage area map delineating drainage areas, location of inlets and drainage pipe to convey the stormwater runoff, storm sewer calculations and storm sewer plan and profile sheets. Any required stormwater management pond analysis or design will be via a separate Task, if listed below.
- Grading Plan – The grading plan may include spot elevations at critical locations, Finish Floor Elevations for building areas, top and toe elevation of retaining walls, daylight grading at site perimeter and contours for large excavation and fill areas, at our discretion. This task is for grading vehicular and pedestrian paving areas outside the building only and does not include grading within the limits of the building.
- Water & Sanitary Sewer Plan – Coordinate the location and layout of water and sanitary sewer services to serve the proposed facilities. The water and sanitary sewer design may include Sanitary sewer point of connection, sanitary sewer profiles, sanitary sewer structure details, water main profiles and water main connection details. Network capacity modeling, nor off-site water and/or sewer is not anticipated for this project and unless specifically listed elsewhere in this scope is excluded. Standard Details, if available for the authority having jurisdiction, will be incorporated. Any required grease trap location, connections, sizing or routing shall be provided by others.
- Signage and Marking Plan – The signage and marking plan will include schematic locations of required streets signs and striping.
- Erosion Control Plan – Prepare an erosion control plan in conjunction with the grading and drainage designs. This task includes suggested erosion control devices and erosion control details for use during construction. The Contractor will be responsible for preparing the Storm Water Pollution Prevention Plan (SWPPP) and the required submittals (e.g. – Notice of Intent (NOI), Notice of Termination (NOT), etc.).
- Fire Protection Site Plan - Prepare a fire protection plan to identify fire lanes, hydrant locations, fire flow information to show compliance with applicable building codes.
- Construction Specifications - Construction specifications required for drawings will be in notes included in the plans. Client will prepare bid packages and construction contract documents.

The above-described plans may be combined or renamed into sheets at our discretion. The design of facilities described above will be limited to a point 5 feet outside the building lines. This includes, but is not limited to, the design of roof drains, utility connections, building stairs and fire service connections beyond this point, and within the limits of the building. It is expected that the design of those and similar elements will be performed by others and may be incorporated into our design, if provided and requested by the Client. This task item does not provide for structural design of retaining walls, review of walls designed by others, nor inclusion of structural details. Any required agency meetings, architectural coordination or changes by the Client once a task is completed shall be invoiced based upon the provisions indicated below and Exhibit A.

PHASE 300 SPECIAL CIVIL ENGINEERING

TASK 301: STORMWATER POND(S) DESIGN

Pond plans and calculations will be provided for the proposed impervious cover increase to the site, as well as replace the existing detention pond. Halff will Utilize the project's geotechnical report, survey data and drainage areas outlined in the record drawings, prepare calculations and a stormwater report for the potential re-development design of a stormwater management facility (pond) to provide attenuation of stormwater runoff associated with this project. Model, calculations and resulting reports are intended for use in the preparation of the construction plans and the permitting efforts for this project. This design will be prepared per local agency criteria, utilizing software of our choice, should specialty models or special software be required by other agencies the Client will be notified and additional fees may be warranted.

PHASE 400 SITE CIVIL PERMITTING

TASK 401: INCLUDED PERMITS

Prepare the appropriate permit application forms and provide any necessary exhibits, design drawings, calculations, and reports in accordance with current agency standards, as required by Agencies Having Jurisdiction (AHJ). Any field meetings, public meetings or agency coordination meetings are included in the "Meeting" task, below. Permitting efforts will include:

LIST PERMITS

- City of Lockhart Site Development Permit

PHASE 500 SPECIAL SERVICES

TASK 501: SUBCONSULTANT COORDINATION (BILLED HOURLY)

Assist the Client in coordinating the services of outside consultants, if requested by the CLIENT. These may include Traffic, Geotechnical, Environmental, Architectural, Structural. Coordinate with the CLIENT's consultants to provide assistance and obtain needed information or clarification when requested by the Client. Consultant fees are not included in this task or proposal.

TASK 502: MISCELLANEOUS REQUESTS, MEETINGS AND CLIENT COORDINATION

Attend status and/or strategy meetings on an as-needed basis, as determined by the CLIENT. This task also includes general coordination or consulting with the client on other project-related issues not specifically included in this scope. This may also include formal updates and documentation that are requested by the CLIENT related to the project.

PHASE 600 CONSTRUCTION SERVICES

TASK 601: CONSTRUCTION OBSERVATION (HOURLY AS REQUESTED)

Provide observation of construction activities as needed for certification upon completion of the project. Observation services required to ensure conformance to the approved plans and specifications may include the following:

- Attend a pre-construction conference with the Owner, contractor, and/or utility representatives
- Visual observation on a random basis for installation of storm sewer pipe and structures
- Review of TV tapes for gravity sanitary sewer and storm sewer
- Observation of stormwater ponds, control structures, and outfalls (if re-development is required)
- Observation of stormwater inlet construction
- Observation of water lines and facilities installation
- Attendance at Potable Water Pressure Tests and preparation of test results
- Observation of gravity sanitary sewer system installation
- Roadway subgrade and base observation
- Monitor materials testing reports
- Preliminary final observation with agencies and the contractor to determine punch list items
- Final observation following completion of any of the punch list items
- Review of shop drawings
- Review of contractor pay requests
- Review and response to contractor RFI's
- Landscape and Irrigation observation and material selection

Repeat observations due to faulty construction methods or defective materials or equipment are not included. HALFF shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of work. HALFF shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). HALFF's efforts will be directed toward providing limited assurance for the Client that the completed project will conform to the contract documents but shall not be responsible for failure of Contractor(s) to perform the construction work in accordance with the contract documents. This contract includes only infrequent site inspections that will provide for very limited observations. At the Client's request, HALFF can provide more frequent construction observation and documentation on an hourly rate basis for an increased estimated budget.

PROJECT SCHEDULE

Preliminary project schedule is shown below and is anticipated to be approximately 14 months to closeout of construction. Project schedule is subject to modifications due to delays, permitting review turnaround time, etc. Modifications to this schedule will be communicated with the CLIENT as the project progresses. CONSULTANT will begin upon execution of this proposal.

- Concept Refinement and Due Diligence – three (3) to four (4) weeks.
- Schematic Design (Includes Pond) 100% - four (4) to six (6) weeks.
- Design Development 50% - four (6) to five (8) weeks.
- Design Development 100% - two (2) weeks.
- Construction Documents 50% - five (5) to seven (7) weeks.
- Construction Documents 100% - two (2) weeks.

- Construction Phase services – approximately (7) to nine (9) months.

COMPENSATION

The CLIENT shall pay HALFF compensation for services as described in Exhibit C, Fee Schedule.

ADDITIONAL SERVICES

Services authorized by the CLIENT, other than those specifically listed in the Scope of Services, and which are agreed to be performed by HALFF by written addenda to this Agreement, shall be considered Additional Services. The Client shall compensate HALFF at current hourly rates for the actual personnel involved in the tasks (Hourly Services).

EXCLUSIONS

HALFF's Scope of Services expressly does NOT include the following services which are the obligation of the Client or Owner, as the case may be. If required, excluded services can be provided by HALFF as Additional Services when so authorized in writing by the Client.

ENVIRONMENTAL & ARCHAEOLOGICAL

1. Environmental/Biological Services
2. Environmental impact and cultural statements and assessments, jurisdictional waters of the US determination and/or Threatened or Endangered Species Evaluation
3. Wetlands assessments, delineations, mitigations and/or permitting
4. Site delineation for the Waters of the United States, and wetlands, consistent with the 1987 Wetland Delineation Manual and/or the U.S. Army Corps of Engineers (USACE) Section 404 of the Clean Water Act Permitting
5. Identification, trapping or relocation of species
6. USACE Coordination and/or preparation of a Preliminary Jurisdictional Determination
7. Environmental testing services of any kind
8. Researching title records for environmental liens or activity and use limitations
9. Preparation, coordination, or attendance for any Environmental Board Approvals or Board of Adjustment meetings
10. City, State, or Federal Historical Societies coordination and/or permitting
11. Archaeological or Geological assessments

ARCHITECTURAL & STRUCTURAL

12. Any services related to building design or vertical construction elements
13. Structural design of retaining walls (including landscape/decorative) and pond walls
14. Entry or Monument Sign design and permitting
15. LEED services

STORMWATER, FLOODPLAIN AND DRAINAGE

16. Flood studies, conditional (CLOMR) or final FEMA Letter of Map Revision (LOMR)
17. Offsite Drainage Plans
18. Floodplain reclamation studies
19. Hydrogeologic reports
20. Storm Water Conveyance Studies or Design for Offsite conveyance of storm water
21. Low Impact Development (LID) design techniques
22. Dam design (embankment taller than 6 feet) and analysis for probable maximum flood event

SURVEYING

23. Surveying services including but not limited to Title searches, ALTA surveys, or Boundary
24. Construction staking
25. Recording of utility easements or other materials
26. Post-construction Improvement Survey
27. Preparation of franchise utility easement plats, including staking of franchise utilities
28. Acquisition of off-site easements and rights-of-way
29. Platting and/or Lot or tract split
30. Condo exhibits or documentation
31. Preparation or modification of a unified development agreement or other restrictive covenant document
32. Preparation or modification of a license agreement

ZONING AND LANDUSE

33. Zoning and Land Use services including but not limited to Zoning/Land-use changes, Conditional-Use, Special-Use, Variance and/or Annexation processes
34. Preparation and processing of major variance requests from City Codes

TRAFFIC AND OTHER OFFSITE IMPROVEMENTS

35. Offsite infrastructure capacity studies/assessments/analysis/designs
36. Traffic impact analyses and studies
37. Offsite roadway design, access, and right-of-way permitting services
38. Offsite water and sewer extensions

CONSTRUCTION SERVICES

39. Preparation of formal bidding documents and technical specifications
40. Subsurface Utility Engineering
41. Bidding services
42. Construction phase services, including Inspection services, construction observation field visits, and/or oversight and direction of contractors' activities
43. Oversight, implementation, monitoring, reporting, and implementation of SWPPP measures during construction, including all fees associated therewith
44. Quality control and construction material testing services
45. Additional punch lists and final walks for phased approach to building and site temporary or permanent certificates of occupancy
46. Unsealed Record Drawings or As-Builts for private/public development work

UTILITY SERVICES

47. Lighting, gas, electric, telephone, cable and other "Franchise" or "Dry" utility coordination and design
48. Design of any facilities within the limits of the building and five (5) feet beyond
49. Fire protection system design
50. Design or specification of grinder pumps, force mains, or lift stations
51. Lift Stations for sewer and stormwater pumping

GENERAL

52. Any Geotechnical, Architectural, Structural, Mechanical, or Electrical Services
53. Revisions to the plans requested by the Client after the plans are approved unless necessitated by discrepancy in the plans
54. Revisions to the plans due to scope changes, value engineering, budget overruns, or other reasons

55. Formal feasibility study
56. Federal and state regulatory agency file reviews that require more than 20 days to obtain files
57. Management and oversight of CLIENT's other team members.
58. Out-of-town travel expenses and professional fees
59. Application/Submittal filing fees, permit fees, review fees, meeting fees and any sales tax
60. The Design Professional shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might in the sole judgment of the Design Professional, increase the Design Professional's risk or the availability or cost of his or her professional or general liability insurance.
61. Opinion of probable cost estimates.
62. Application/submittal fees for permitting.
63. Any services not specifically noted in the Scope of Services.

CLIENT'S RESPONSIBILITIES

- Payment of all impact, review, and permitting fees.

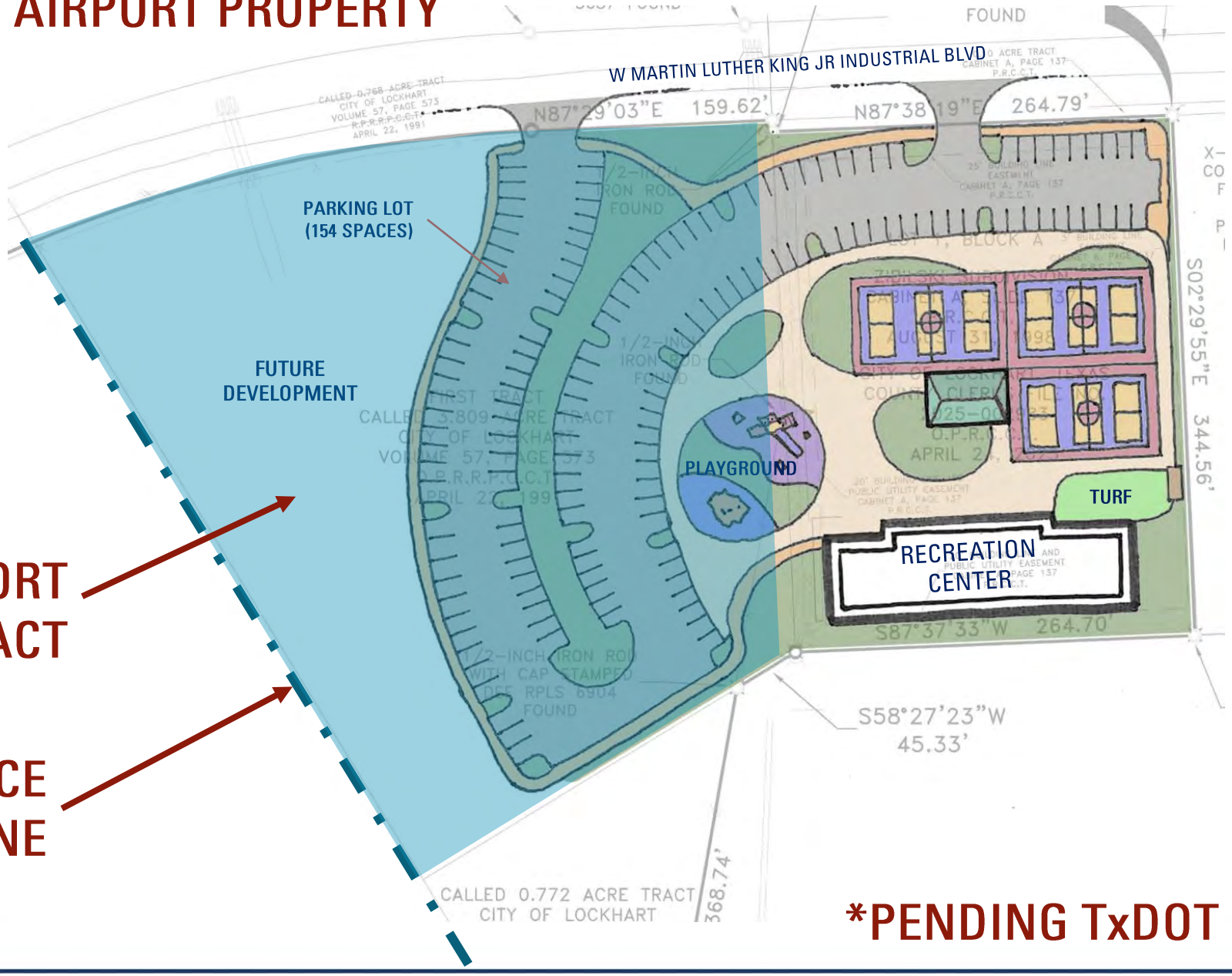
- Provide HALFF with any information, agreements, and/or restrictions that may be in effect on the property and impact the design guidelines or criteria for the project.

- Provide HALFF with access to the site for activities necessary for the performance of the services. HALFF will take precautions to minimize damage due to these activities but have not included in the fee the cost of restoration of any resulting damage.

- The CLIENT shall provide HALFF with a current title commitment and all previous surveys and other related documents in Client's possession.

EXHIBIT B: CONCEPTUAL SITE PLAN

ADJACENT AIRPORT PROPERTY



AIRPORT TRACT

NEW FENCE LINE

*PENDING TxDOT & FAA APPROVAL

THEATER RECREATION CENTER - CONCEPTUAL SITE PLAN

EXHIBIT C: FEE SCHEDULE

EXHIBIT C: PROFESSIONAL SERVICES FEE SUMMARY		
PROJECT TASKS	**LUMP SUM FEE**	**HOURLY FEE**
PHASE 100 PRELIMINARY SERVICES		
101. Due Diligence Data Collection	$ 1,800.00	$ -
102. Conceptual Plan	$ 7,100.00	$ -
Preliminary Services Subtotal	**$ 8,900.00**	**$ -**
PHASE 200 CIVIL ENGINEERING		
201. Computed Site Plan	$ 8,800.00	$ -
202. Onsite Civil Engineering Construction Plans	$ 60,000.00	$ -
Civil Engineering Subtotal	**$ 68,800.00**	**$ -**
PHASE 300 SPECIAL CIVIL ENGINEERING		
301. Stormwater Pond Design	$ 9,600.00	$ -
Special Civil Engineering Subtotal	**$ 9,600.00**	**$ -**
PHASE 400 SITE CIVIL PERMITTING		
401. Permits and Applications	$ 3,900.00	$ -
Site Civil Permitting Subtotal	**$ 3,900.00**	**$ -**
PHASE 500 SPECIAL SERVICES		
501. Subconsultant Coordination (Billed Hourly)	$ -	$ 3,600.00
502. Micellaneous Requests, Meetings and Client Coordination	$ 3,600.00	$ -
503. Cost/Quantity Estimating	EXCLUDED	$ -
Special Services Subtotal	**$ 3,600.00**	**$ 3,600.00**
PHASE 600 CONSTRUCTION SERVICES		
501. Construction Administration and Closeout (as requested/hourly)	$ -	$ 18,700.00
502. Unsealed Record Drawings	EXCLUDED	$ -
503. Additional Construction Coordination (as requested/hourly)	$ -	$ 5,000.00
Construction Services Subtotal	**$ -**	**$ 23,700.00**
FEE SUMMARY		
PHASE 100 PRELIMINARY SERVICES	**$ 8,900.00**	**$ -**
PHASE 200 CIVIL ENGINEERING	**$ 68,800.00**	**$ -**
PHASE 300 SPECIAL CIVIL ENGINEERING	**$ 9,600.00**	**$ -**
PHASE 400 SITE CIVIL PERMITTING	**$ 3,900.00**	**$ -**
PHASE 500 SPECIAL SERVICES	**$ 3,600.00**	**$ 3,600.00**
PHASE 600 CONSTRUCTION SERVICES	**$ -**	**$ 23,700.00**
TOTAL FEE	**$ 94,800.00**	**$ 27,300.00**
ESTIMATE OF REIMBURSABLE EXPENSES		
Site Development Plan Fees	**EXCLUDED**	
Travel	**$ 1,100.00**	
Inspection Fee	**$ 800.00**	
TOTAL ESTIMATE OF REIMBURSABLES	**$ 1,900.00**	
TOTAL ANTICIPATED BUDGET	**$ 124,000.00**	

NOTES ON FEE SCHEDULE

- Fees depicted as “Hourly” or “Hourly Estimated” with a listed value indicate tasks with undeterminable scopes. The values indicated are budgetary estimates only and are subject to change. These tasks will be billed on a time and materials basis.
- Items indicated as “If Necessary” or “If Requested” are phases that are omitted from the project total, however the value provided will apply based upon the CLIENT and/or agency requirements.
- “Phases” above represent line items that will be provided on the invoice. “Tasks” are provided for explanation purposes only. Billing by Task will be provided at our discretion, unless specifically requested by the CLIENT prior to the first invoice.
- Lump Sum fees will be invoiced monthly based on the status of each task (percent complete).
- Hourly Services will also be invoiced monthly based on the individual salary costs times 2.3 to cover overhead and profit (salary costs include the individual’s raw labor cost and fringe benefit costs).

EXHIBIT D: STANDARD FORM OF AGREEMENT FOR PROFESSIONAL SERVICES

EXHIBIT D

STANDARD FORM OF AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
***BARKER RINKER SEACAT ARCHITECTURE* AND HALFF ASSOCIATES, INC.**

I. ENGAGEMENT. Halff Associates, Inc. ("Halff") agrees to perform the professional services (the "Services") described in the attached proposal/scope of services (the "Scope of Services") in connection with the project known as **Lockhart/Recreation Center Feasibility Study** (the "Project"). Unless modified in writing signed by both Halff and Client (each a "Party" and, collectively, the "Parties"), the duties of Halff shall not be construed to exceed those services specifically set forth in the Scope of Services. The Scope of Services and this Standard Form of Agreement (collectively the "Agreement"), when executed by **Barker Rinker Seacat Architecture** a **Limited Liability Company (LLC)** ("Client"), shall constitute a binding agreement on both Parties. Halff shall perform its obligations under this Agreement as an independent contractor and not as an agent or fiduciary of Client or any other party.

II. COMPENSATION AND PAYMENT TERMS.

a. **Payment Terms**. Client agrees to pay monthly invoices or their undisputed portions within thirty (30) calendar days of receipt. Payment later than thirty (30) calendar days shall include interest at one percent (1%) per month or lesser maximum enforceable interest rate, from the date of the invoice until the date Halff receives payment. Interest is due and payable when the overdue payment is made. Any delay in an undisputed payment constitutes a material breach of this Agreement. Notwithstanding anything to the contrary contained herein, Client shall pay all costs of collection, including reasonable attorneys' fees and court costs incurred by Halff if legal action is instituted against Client related to client's payment responsibilities hereunder (a "Payment Recovery Action").

b. **Retainer**. In addition to the payment terms set forth above, Client shall make an initial payment of **N/A** (the "Retainer") promptly upon execution of this Agreement. The Retainer shall be held by Halff and applied against the final invoice. **_____Client Initials**

c. **Suspension of Services due to Nonpayment**. Client agrees that Halff's receipt of payment(s) from Client is not contingent upon Client's receipt of payment, funding, reimbursement, or any other remuneration from any third-party. Client agrees that performance of the Services under this Agreement is contingent upon Client's timely payment of invoices. In the event Client is delinquent on its payment of invoices, after receiving a notification from Halff of nonpayment, Halff shall have the right to stop providing the Services and to terminate this Agreement effective immediately.

d. **Fee and Cost Calculations**. Lump sum and time-related charges will be billed as specified in the Scope of Services. Unless stated otherwise in the Scope of Services, direct expenses, subcontracted services, and direct costs will be billed at actual cost plus a service charge of ten percent (10%). Mileage will be billed at current IRS rates. Rates used in the lump sum calculation(s), if applicable, are estimates and are not reflective of actual billing rates posted on invoices.

e. **Disputed Invoices.** If Client reasonably disagrees with any portion of an invoice, Client shall notify Halff in writing setting forth in reasonable detail the nature of the disagreement, including the invoice date, invoice number and the disputed amount. Claims for disputed amounts must be made within thirty (30) days of the date of the relevant invoice. Client waives the right to dispute an invoice or any portion thereof not disputed within said thirty (30) day period.

f. **Taxes**. The fees and costs stated in this Agreement exclude all sales, consumer, use and other taxes. Client agrees to fully reimburse Halff and its subcontractors for taxes paid or assessed in association with the services provided hereunder, whether those taxes were in effect as of the date of this Agreement or were promulgated after the date of this Agreement. This clause shall not apply to taxes associated with reimbursable or other Project related expenses, which shall be identified in the applicable invoice for reimbursement by Client.

III. STANDARD OF CARE AND RESPONSIBILITY.

a. **Standard of Care**. Halff shall perform its services consistent with the professional skill and care ordinarily provided by members of the profession practicing in the same or similar locality under the same or similar circumstances (the "Standard of Care"). Nothing contained herein shall be construed to create any warranty or certification of any kind, and Halff shall not be required to provide any certification, assignment, or warranty. Upon written request and for a separate mutually agreed fee and fully executed contract amendment and at Halff's sole discretion, Halff may agree to provide certain specific written statements regarding its services. Such

statements shall be in a form prepared by and acceptable to Halff and shall be requested with sufficient advance notice to allow Halff to review the documents and prepare a suitable statement.

b. **Timeliness of Performance.** Halff shall perform its Services as expeditiously as is consistent with the Standard of Care and the orderly progress of the Project.

c. **Halff's Review of Client or Third-Party Work.** Halff's review or supervision of work prepared or performed by Client, Client's employees or by other individuals or legal entities (including such legal entity's employees, agents, consultants, officers and directors) employed by Client (collectively "Third-Party(ies)") shall not relieve Client or any Third-Party of complete responsibility for the adequacy of their work. It is understood that any Project site visits, resident engineering or, if specifically required in the Scope of Services, inspection or observation services provided or performed by Halff shall be for the sole and exclusive purpose of observing the progress and quality of work completed and reviewing the general compliance of such activities with respect to the technical provisions of the Project specifications. Such Project site visits and observation services by Halff are not intended to be an exhaustive check or detailed inspection of any Third-Party's work, and shall not constitute any form of guarantee with respect to the performance of any Third-Party. Halff shall not supervise, direct or have control over any Third-Party. Halff does not assume responsibility for means, methods, techniques, sequences, procedures, or appliances used by any Third-Party, for safety precautions, programs or conditions, or for compliance by any Third-Party with applicable laws, rules, and regulations. Halff shall not be responsible for any acts or omissions of any Third-Party or any employee or agent of such Third-Party.

d. **Client and Third-Party Responsibilities**. Neither the professional services of Halff, nor the presence of Halff or its subcontractors at the Project site, shall impose any duty on Halff, or relieve any Third-Party of its obligations, duties, and responsibilities including, without limitation, for the means, methods, sequence, techniques or procedures necessary for performing, superintending, and coordinating the work in accordance with the contract documents and any applicable health or safety precautions required by any applicable regulatory agencies. Halff has no authority to exercise any control over any Third-Party, including, without limitation, the Contractor or its employees in connection with their work or any health or safety programs or procedures. Client agrees that each Third-Party shall be solely responsible for jobsite and worker safety and warrants that this intent shall be carried out in Client's contract(s) with each Third-Party. Client also agrees that Client, Halff, and Halff's subcontractors shall be made additional insureds under the Contractor's and other Third-Party policies of general liability insurance. As used herein, "Contractor" means the person or legal entity that has entered into a contractual agreement with Client or others to construct, rehabilitate, alter and/or repair all or part of the Project.

e. **Construction Estimates**. Client acknowledges and agrees that Halff's preparation of any estimate of probable construction costs, preliminary or otherwise, and any updated estimates of probable construction costs prepared by Halff, represent Halff's judgment as a design professional. Client further acknowledges and agrees that Halff has no control over the cost of labor, materials, or equipment; the Contractor's methods of calculating and estimating bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, Halff cannot and does not warrant or represent that bids or negotiated prices will not vary from Halff's estimate of probable construction costs (including any updates thereto) or from Client's budget or from any other estimate or evaluation, prepared or agreed to by Halff.

f. **Construction Observation**. Unless construction observation is specifically included in the Scope of Services, Client acknowledges and agrees that Halff's services do **not** include construction observation or review of any Third-Party performance or other construction phase services. Client therefore assumes sole and complete responsibility for interpretation of all construction documents and construction activities and hereby waives any and all claims against Halff related to or resulting from the interpretation of construction documents, unauthorized modifications and construction errors and omissions.

g. **Client Indemnification of Third-Party Acts and Omissions.** Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Halff, its officers, directors, employees, and subcontractors against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of services by Client and any Third-Party and from any and all claims arising from modifications, clarifications, interpretations, adjustments, or other modifications made to the Deliverables without Halff's express, written consent.

h. **Additional Services and Change Orders**. Any service(s) not listed in Halff's Scope of Services will be considered "Additional Services" and shall be billed on an hourly basis pursuant to the current hourly rates of

the personnel performing such Additional Services or if the parties agree upon an additional lump sum payment for the Additional Services such lump sum shall be set forth in a writing signed by Client and Halff. All Additional Services, when requested, shall be authorized in writing by Client prior to Halff proceeding with any such Additional Services. In the event Client requests to modify the Scope of Services (a "Change Order"), such Change Order shall be mutually agreed upon in writing by Client and Halff prior to Halff proceeding with any such changes. Change Orders shall be billed on an hourly basis pursuant to the current hourly rates of the personnel performing such Services or if the parties agree upon an additional lump sum payment for the Change Order such lump sum shall be set forth in a writing signed by Client and Halff. Notwithstanding the foregoing, if circumstances or conditions that were not originally contemplated or known to Halff become known that affect the Scope of Services (including, without limitation, schedule, compensation, allocation of risks), Halff will inform Client and Client agrees to engage in good faith renegotiation of the Scope of Services. If a revised Scope of Services cannot be mutually agreed upon, either Party shall have the right to terminate this Agreement in accordance with Section VIII below.

i. **Subcontractors**. Halff shall be entitled to subcontract any portion of the Services described in the Scope of Services.

IV. CLIENT OBLIGATIONS.

a. Client shall furnish, at Client's expense, all required or necessary information, requirements, reports, data, access, surveys, and instructions necessary for Halff to perform the services. Halff may use such information, requirements, reports, data, surveys, and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. Halff shall not be held responsible for any errors or omissions that arise as a result of erroneous or incomplete information provided by Client and/or Client's Third Parties.

b. Client shall secure safe access to and make all provisions for Halff to enter upon public and private property as required to perform the Scope of Services.

V. OWNERSHIP OF DOCUMENTS.

a. **License to Client.** Upon completion of Halff's services and receipt of payment in full, Halff grants to Client a non-exclusive license to possess and use the final drawings and instruments produced by Halff in connection with Halff's performance of the Services (collectively the "Deliverables"). The Deliverables may be copied, duplicated, reproduced, and used by Client for the sole purpose of constructing, operating and maintaining the Project for which the Deliverables were created. Notwithstanding the foregoing, Client understands and agrees that the Deliverables and any and all computer programs, GIS applications, proprietary data or processes, and certain other items related to the services performed hereunder are and shall remain the sole and exclusive property of Halff.

b. **Prohibition Against the Reuse of Deliverables**. Client agrees that the Deliverables are not intended or represented to be suitable for reuse by Client or any third-party for any purpose other than as set forth herein. Client agrees that Client may not use or reuse the Deliverables on any other project without the express written authorization of Halff and any reuse by Client, or by those who obtain said information from or through Client, without Halff's written consent, will be at Client's sole risk and without liability or legal exposure to Halff or to Halff's employees, agents, representatives, officers, directors, affiliates, shareholders, owners, members, managers, attorneys, subsidiary entities, advisors, subcontractors or independent contractors or associates (collectively "Halff's Affiliates").

c. **Indemnification for Reuse of Deliverables.** Client agrees to defend, indemnify and hold Halff and Halff's Affiliates harmless from and against any and all damages, liability and costs arising from the reuse of the Deliverables in violation of Section V.b. above. Under no circumstances shall delivery of the Deliverables by Halff to Client be deemed a sale by Halff, and Halff makes no warranties, either express or implied, of merchantability or fitness for any particular purpose. In no event shall Halff be liable for any damages, including but not limited to indirect or consequential damages, as a result of Client's unauthorized use or reuse of the Deliverables.

d. **Electronic Files.** Client agrees that differences may exist between the electronic files and the printed hard-copy original documents provided by Halff. In the event of a conflict between the signed original documents prepared by Halff and any electronic or other files or data provided, it is understood and agreed that the original signed or sealed hard-copy documents shall govern.

VI. INSURANCE. Halff agrees to maintain during the life of this Agreement the following minimum insurance:

a. Commercial general liability insurance, including personal injury liability, blanket contractual liability, and broad form property damage liability in an amount of not less than $2,000,000 per occurrence/aggregate.

b. Automobile bodily injury and property damage liability insurance with a limit of not less than $1,000,000.

c. Workers' Compensation and Employer's Liability: Insurance as required by applicable state and/or federal law (including Longshoremen's and Harbor Workers' Act and the Jones Act). The employer's liability policy limit shall not be less than $1,000,000.

d. Professional liability insurance (Errors and Omissions) with a limit of $2,000,000 per claim/annual aggregate.

e. Excess or Umbrella insurance with a limit not less than $5,000,000 per occurrence/general aggregate.

VII. SUSPENSION OF SERVICES. If services performed under this Agreement are suspended for more than thirty (30) calendar days in the aggregate, Halff shall be compensated for services performed and charges incurred prior to receipt of a written notice to suspend, including an equitable adjustment in fees resulting from the demobilization and, as appropriate, remobilization. Additionally, Client agrees to equitably adjust the Project schedule based on the delay caused by the suspension. If services under this Agreement are suspended for more than ninety (90) calendar days in the aggregate, Halff may, at its option, terminate this Agreement upon giving notice in writing to Client. Further, Halff may request suspension of the services by notifying Client, in writing, of circumstances or conditions interfering with normal progress of the services. If Client fails to make timely payments to Halff or is otherwise in breach of this Agreement, Halff may suspend performance of services upon five (5) calendar days' notice to Client. Halff shall have no liability to Client for any costs or damages resulting from a suspension occasioned by any breach or perceived breach of this Agreement by Client.

VIII. TERMINATION. Either Client or Halff may terminate this Agreement at any time with or without cause upon giving the other Party ten (10) calendar days' prior written notice. Client agrees that termination of Halff for Client's convenience shall only be utilized in good faith and shall not be utilized if either the purpose or the result of such termination is the performance of all or part of the Services being performed by a third-party. Following Halff's receipt of such termination notice Client shall, within ten (10) calendar days of Client's receipt of Halff's final invoice, pay Halff for all services rendered and all costs incurred up to the date of Halff's receipt of such notice of termination.

IX. DISPUTE RESOLUTION.

a. "Dispute" means any controversy, claim (whether for damages, costs, expenses or other losses) or disagreement of any kind by and between the Parties, whether in contract, tort, statutory or common law, legal or equitable, now existing or hereafter arising under or in connection with this Agreement including, without limitation, the interpretation, performance or non-performance, or the exercise of rights under any provision of this Agreement.

b. **Negotiation.** In the event of a Dispute, the Parties agree that they shall first attempt to informally negotiate in good faith to resolve the Dispute through one or more meetings to be held between authorized representatives with decision-making authority from each Party for a period of not less than twenty-one (21) days. These informal negotiations are a condition precedent to both mediation and the institution of any legal or equitable proceedings, unless such meetings will infringe upon schedules defined by applicable statutes of limitation or repose in which case such meetings shall still be required, but the institution of said proceedings shall not be precluded for failure to meet this specific requirement. Reasonable requests for information made by one Party to the other shall be honored. All negotiations and information exchanged between the Parties pursuant to this Section IX.b. shall be confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

c. **Mediation.** Excluding a Payment Recovery Action which shall not be mediated, if the Dispute cannot be resolved by negotiations pursuant to Section IX.b. above, the Parties shall endeavor to settle the Dispute by mediation under the then current construction industry mediation rules and procedures published by the American Arbitration Association ("AAA"). The Parties shall mutually agree on the mediator. If the Parties are unable to do so, or the agreed upon mediator is unwilling or unable to serve, AAA shall appoint a mediator. Costs associated with mediation shall be shared equally by Client and Halff. All reasonable requests for information made by one Party to the other shall be honored. The mediation and information exchanged between the Parties pursuant to this Section IX.c. shall be confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

d. **Litigation**. If a Dispute cannot be resolved by negotiation pursuant to Section IX.b. or mediation pursuant to Section IX.c., the Parties agree to submit to the exclusive venue and jurisdiction set forth in Section IX.e. below. The prevailing Party shall be entitled to recover from the other Party all fees, costs, and expenses related to such litigation, including, without limitation, reasonable attorneys' and expert witness' fees and all fees, costs and expenses of any appeals.

e. **Governing Law and Jurisdiction**. This Agreement shall be administered under the substantive laws of the State of **Texas** (and not its conflicts of law principles) which shall be used to govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation, its validity, interpretation, construction, performance, and enforcement. Exclusive jurisdiction and venue shall lie in any court of competent jurisdiction in **Dallas County, Texas.**

X. PROJECT ENHANCEMENTS/BETTERMENTS.

a. **Betterments.** If a component of the Project is omitted from Halff's Deliverables due to the breach of this Agreement or negligence of Halff, Halff will not be liable to Client to the extent such omission relates to any betterment, improvement or added value component (collectively a "Betterment") added to the Project. Client will be responsible for the amount it would have paid for such Betterment as if such Betterment had been included in Halff's Deliverables. Notwithstanding the foregoing, Halff will be responsible only to the extent necessary to place Client in the same position it would have been but for Halff's breach or negligence, for the reasonable (i) retrofit expense, (ii) waste, or (iii) intervening increase in the cost of the Betterment furnished through a change order from Client. To the extent that unit pricing increases due to the addition of the Betterment, Client agrees that such cost increases would only be applicable to newly identified Betterments, not increases in quantity of existing items.

b. **Component Enhancements.** If it is necessary to replace a component of the Project due to the breach of this Agreement or negligence of Halff, Halff will not be liable to Client for any enhancement or upgrade of such component beyond that originally included in the Deliverables. If the component has an identifiable useful life that is less than the Project itself, the damages of Client shall be reduced to the extent that the useful life of the original component will be extended by the replacement thereof.

c. **Betterment/Component Enhancement Exclusion.** IN THE EVENT OF A DISPUTE, THE PARTIES AGREE THAT HALFF'S LIABILITY, IF ANY, SHALL EXCLUDE ANY AND ALL DAMAGES, COSTS, AND EXPENSES THAT CREATE OR RESULT IN A BETTERMENT, COMPONENT ENHANCEMENT OR OTHER ADDED VALUE OR UPGRADE/ENHANCEMENT OF THE PROJECT RECEIVED BY CLIENT DUE TO HALFF'S BREACH OR NEGLIGENCE.

XI. EXCLUSIVITY OF REMEDIES. The Parties acknowledge and agree that the remedies set forth in Section XII are and shall remain the Parties' sole and exclusive remedies with respect to any Dispute. The Parties agree that Halff is to have no liability or responsibility whatsoever to Client for any Dispute, except as set forth in this Agreement. No Party shall be able to avoid the limitations expressly set forth in this Agreement by electing to pursue some other remedy or Dispute resolution method.

XII. AGREED REMEDIES.

a. **No Individual Liability**. In no event shall Halff's individual employees, consultants, agents, officers or directors be subject to any personal legal exposure or liability for Disputes arising out of or in connection with this Agreement.

b. **LIMITATION OF LIABILITY.** IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH CLIENT AND HALFF, AND ACKNOWLEDGING THAT THE ALLOCATION OF RISKS AND LIMITATIONS OF REMEDIES ARE BUSINESS UNDERSTANDINGS BETWEEN THE PARTIES AND THESE RISKS AND REMEDIES SHALL APPLY TO ALL POSSIBLE LEGAL THEORIES OF RECOVERY, CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR ANY REFERENCE TO INSURANCE OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF HALFF AND HALFF'S AFFILIATES TO CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL DISPUTES, SHALL NOT EXCEED HALFF'S FEE RECEIVED HEREUNDER FOR THE SERVICES PERFORMED, ADJUSTED DOWNWARD TO ACCOUNT FOR SUBCONTRACTOR FEES INCURRED AND REIMBURSABLE EXPENSES, UNDER THIS AGREEMENT OR $50,000, WHICHEVER IS

LOWER. INCREASED LIMITS MAY BE NEGOTIATED FOR AN ADDITIONAL FEE.

c. **Waiver of Consequential Damages.** Notwithstanding any other provision of this Agreement, neither Party shall be liable to the other Party for contingent, consequential or other indirect damages including, without limitation, damages for loss of use, revenue or profit; operating costs and facility downtime; or other similar business interruption losses, however, the same may be caused.

d. **Time Limit To Make A Claim.** Client may not assert any claim against Halff after the shorter of (1) three (3) years from substantial completion of the services giving rise to the claim, or (2) the statute of limitation provided by law, or (3) the statute of repose provided by law.

XIII. ASSIGNMENT. This Agreement is binding on the heirs, successors, and assigns of the Parties hereto. Neither this Agreement, nor any claims, rights, obligations, suits, or duties associated hereto, shall be assigned or assignable by either Client or Halff without the prior written consent of the other Party.

XIV. NO THIRD-PARTY BENEFICIARIES. This Agreement is being entered into for the sole benefit of the Parties hereto, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever.

XV. WAIVER. Any failure by Halff to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Halff may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

XVI. SEVERABILITY. Should any one or more of the provisions contained in this Agreement be determined by a court of competent jurisdiction or by legislative pronouncement to be void, invalid, illegal, or unenforceable in any respect, such voiding, invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be considered as if the entirety of such void, invalid, illegal, or unenforceable provision had never been contained in this Agreement.

XVI. INTEGRATION. This Standard Form of Agreement, including the Scope of Services, fee, and schedule, constitutes the entire agreement between the Client and the Halff. It supersedes and replaces all prior, contemporaneous, and subsequent agreements, negotiations, representations, warranties, understandings, statements, promises, or inducements, whether oral or written, regarding the matters contained herein. No prior, contemporaneous, or subsequent communications, whether written, oral, electronic, or in any other form, shall be of any force or effect with respect to the matters covered herein. Any amendments or modifications to this Agreement shall only be effective if made in writing and signed by both Parties.

Representation on Authority of Parties/Signatories. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized, and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

ACCEPTED AND AGREED:

Halff: **HALFF ASSOCIATES, INC.**	Client: **BARKER RINKER SEACAT ARCHITECTURE**
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT A
June 11, 2026
AVO P62511.002

Attn: Jason Ringdahl
Senior Principal
BARKER RINKER SEACAT ARCHITECTURE
990 South Broadway, Suite 222
Denver, CO 80209

Re: Landscape Architecture Services
Lockhart Recreation Center Conversion

Dear Mr. Ringdahl:

HALFF Associates, Inc. is pleased to present our revised proposal for professional services for the above referenced project. We have developed a scope of work, fee schedule and terms of agreement for the proposed project, shown in the attached Exhibits as follows:

- **Exhibit B Landscape Architecture Scope of Services**
- **Exhibit C Assumptions and Exclusions**
- **Exhibit D Fee Schedule – Landscape Architecture Services**
- **Exhibit E Approved Concept Plan**
- **Exhibit F Terms and Conditions**

The fees identified shall be considered lump sum fees for all tasks except for Construction Administration and Direct Costs, which will be hourly not-to-exceed and cost plus, respectively. The fees for the project will not be exceeded without your prior approval. Costs incurred will be carefully monitored during the progress of this project. Our services will be invoiced monthly based on a percent of completion of the total of lump sum fees. Additional services, if authorized, will be invoiced at an agreed upon lump sum or on an hourly basis at the standard billing rates in effect at the time of service. Direct costs including printing and reproduction for in-house review and submittal to the City and Owner, postage, messenger service, long distance telephone calls and travel to the job site are invoiced separately at cost times a 1.1 multiplier. Unless otherwise stated, fees quoted in this proposal exclude state and federal sales taxes on professional services. Current Texas law requires assessment of sales tax on certain kinds of surveying services, but does not require sales taxes on other professional services. In the event that new or additional state or federal taxes are imposed on the professional services provided under this contract during the term of the work, such taxes will be added to the applicable billings and will be in addition to the quoted fees.

We trust this proposal meets your requirements for this project. We appreciate the opportunity to be of service and trust that our association on this project will be mutually beneficial. Please feel free to contact us if you have any questions or comments concerning this matter.

Sincerely,
HALFF

M. James Hemenes, PLA, ASLA, CPRE
Vice President – Director of Landscape Architecture

EXHIBIT B
SCOPE OF SERVICE – SITE DEVELOPMENT

PROJECT UNDERSTANDING

The project site is part of an approximately 5.9AC tract that currently has an existing 11,800SF movie theater along with associated parking and drives, and detention pond. The overall tract is divided into 2 lots. One lot is approximately 2.1AC and the other is 3.8AC. BRS Architecture is proposing a conversion of the existing movie theater into an approximately 13,800SF recreation center for the City of Lockhart. Halff will be responsible for landscape items identified in Exhibit E.

I. LANDSCAPE ARCHITECTURE SCOPE OF SERVICES

a. Schematic Design 100%

- This phase includes the preparation of schematic design drawings for improvements. The schematic design plans will further define the character and essentials of the project concept, including description of materials.
- This phase will include the following:
    - **Kick-off / Assessment Meeting:** Participate in a virtual kick-off meeting with the design team and the CITY to evaluate the final conceptual master plan and identify project goals, site opportunities and constraints, schedules and projected milestones. This meeting is intended to include the project team, identify additional stakeholders, participants, and CITY staff that should attend the pre-development meeting, and identify questions and concerns that should be addressed during the pre-development meeting.
        - One, 2-hour, virtual meeting.
    - **Pre-development meeting:** Coordinate and attend a pre-development meeting with CITY staff members dedicated to this project to confirm submittal/application requirements and expectations for review.
        - One, 2-hour, virtual meeting.
    - **Drawing development:** Prepare schematic design drawings identifying opportunities and constraints resulting from kick-off/assessment and pre-development meetings. Conduct internal QA/QC and revise plans per comments.
    - **Submit to the CITY:** Submit to the CITY for review and comment. Upon receipt of comments, HALFF will review comments and coordinate meeting with the CITY to discuss comments and determine direction to be taken on further development of construction drawings.
        - One, 2-hour, virtual meeting.

Note: Deliverables to be submitted to the CITY in digital PDF format throughout this phase to expedite the design/decision making process. Hard copies are available by request and will be billed as reimbursable expenses.

b. Design Development 50%

- Upon acceptance of the Schematic Design 100% plans and the CITY direction, HALFF will develop Design Development 50% drawings and technical specifications necessary to construct the PROJECT. Construction drawings include general construction and project specific notes, grading, drainage, dimension control/layout, landscape plans/details, and irrigation exhibit/details.
- This phase will include the following:
    - **Design Development 50% Drawings:** Coordinate with project team and prepare DD 50% drawings. Conduct internal QA/QC on drawings and revise per comments.

c. Design Development 100%

- Upon acceptance of the Design Development 50% plans and the CITY direction, HALFF will develop Design Development 100% drawings and technical specifications necessary to construct the PROJECT. Construction drawings include general construction and project specific notes, grading, drainage, dimension control/layout, landscape plans/details, and irrigation exhibit/details.
- This phase will include the following:
    - **Design Development 100% Drawings:** Coordinate with project team and prepare DD 100% drawings. Conduct internal QA/QC on drawings and revise per comments.

d. Construction Documents 50%

- Upon acceptance of the Design Development 100% plans and the CITY direction, HALFF will develop 50% working/construction drawings and technical specifications necessary to construct the PROJECT. HALFF shall complement drawings with Contract Documents and Technical Specifications including quantity take-offs, which describe materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the work. Plans and specifications will be used for approval and permitting with regulatory entities, bidding, and implementation of the PROJECT.
- This phase will include the following:
    - **Construction Documents 50%:** Coordinate with project team and prepare 50% construction drawings, and specifications/project manual. Conduct internal QA/QC on drawings, specifications/project manual, and revise per comments.

e. Construction Documents 90%

- Upon acceptance of the Construction Documents 50% plans and the CITY direction, HALFF will develop 90% working/construction drawings and technical specifications necessary to construct the PROJECT. HALFF shall complement drawings with Contract Documents and Technical Specifications including quantity take-offs, which describe materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the work.
- This phase will include the following:

- **Construction Documents 90%:** Coordinate with project team and prepare 90% construction drawings, and specifications/project manual. Conduct internal QA/QC on drawings, specifications/project manual, and revise per comments.

f. Issue For Construction (IFC) 100%

- Upon acceptance of the Construction Documents 90% plans and the CITY direction, HALFF will develop 100% working/construction drawings and technical specifications necessary to construct the PROJECT. HALFF shall complement drawings with Contract Documents and Technical Specifications including quantity take-offs, which describe materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the work. Plans and specifications will be used for approval and permitting with regulatory entities, bidding, and implementation of the PROJECT.
- This phase will include the following:
  - **IFC 100%:** Prepare final sealed/signed/dated construction drawings, specifications/project manual, permit applications, and other documents required for regulatory permitting. Conduct internal QA/QC on drawings, specifications/project manual, applications, other documents required for permitting and revise per comments prior to issuing for regulatory permitting.

Note: Deliverables to be submitted to the CITY in digital PDF format throughout this phase to expedite the design/decision making process. Hard copies are available by request and will be billed as reimbursable expenses.

g. Regulatory Permitting

- Upon the CITY's approval of construction drawings, HALFF will assist the CITY with regulatory submittals and permitting.
- This phase includes the following:
  - **City of Lockhart: Site Development Permit:** HALFF will follow Site Development Permit requirements and provide all documents necessary to secure approvals and permitting, including the following services:
    - Prepare necessary plans, documents and application(s) for proposed park improvements.
    - Review and address any comments required for approval and permitting.

Note: All filing, permit review, processing, application and inspection fees to be paid by the CITY or waived by the CITY. Deliverables to be determined by the CITY and/or regulatory entities; plans, specifications, reports, etc. to be billed as reimbursable expenses.

II. CONSTRUCTION PHASE SERVICES

HALFF will provide the following construction administration tasks on an hourly basis as required by the CLIENT. A proposed budget amount for these tasks has been included in the fee schedule below and will not be exceeded without prior approval by the CLIENT.

a. Limited Bid Assistance

- Answer limited contractor questions during the bid phase, as directed by the CLIENT:

- This phase includes the following:
  - **Construction Administration:** HALFF will provide the following during construction:
    - Attend the Pre-Construction meeting with the City of Lockhart.
    - Provide review of contractor submittals for landscape items.
    - Respond to Contractor's Requests for Information (RFI's) for landscape items.
    - Provide periodic site observation and attend meetings, at the request of the owner, as necessary during construction of the project. Onsite meetings shall be scheduled and coordinated by others. Site meeting minutes shall be prepared by others.
  - **Project Closeout:** HALFF will follow Site Development Permit requirements and provide all documents necessary to secure approvals and permitting, including the following services:
    - Conduct a final completion walk and issue a Landscape Architect's Concurrence Letter upon satisfactory completion of the improvements within our scope of work.

III. DIRECT COSTS

This task will include reimbursable expenses for direct costs such as printing, plotting, and reproduction, postage messenger services, specialized equipment, and vehicle mileage.

EXHIBIT C
ASSUMPTIONS AND EXCLUSIONS

LANDSCAPE ARCHITECTURE SERVICES EXCLUSIONS

1. Any requested services not specifically covered by the “Scope of Work” will be invoiced separately as an additional service.
2. All application and processing fees are the responsibility of the CLIENT.
3. Geotechnical Engineering Report to be provided by the CLIENT and shall be in conformance with City Standards.
4. TCEQ or County permitting is excluded.
5. Site Lighting/Photometric Design is excluded.
6. Geotechnical consulting is excluded.
7. Quality control and material testing services during construction are excluded.
8. Filing fees, permit fees and sales tax are excluded.
9. Environmental impact statements and assessments are excluded
10. Traffic impact analysis, traffic engineering reports or studies are excluded.
11. Additional punch lists and final walks for any phased approach to building and site temporary or permanent certificates of occupancy are excluded.
12. Record Drawings are excluded.
13. As-Built Drawings are excluded.
14. Client generated changes to the design once Construction Document Preparation has reached the Construction Document 50% level of completion. Time will be invoiced at an hourly rate, per a proposal approved by the CLIENT, until the work is at the same level of completion as it was prior to the change.
15. The development of amenities in addition to the proposed Scope of Work is excluded.
16. Revisions to the plans requested by the CLIENT after the plans are approved, unless necessitated by negligent errors on the plans.
17. Design of areas outside the limits of the defined project site.
18. Design and coordination of existing utility relocations and modifications, including gas, telephone, or other franchise utility improvements.
19. Additional graphic products. Additional meetings not identified in the project scope of services.
20. Printing of additional drawings, specifications and contract documents not identified in the project deliverables.
21. The development design alternatives, or preparation of a feasibility studies are excluded.
22. Negotiations with adjacent property owners.
23. Separation of project documents into multiple submittals or tasks.
24. Market analysis or benchmarking
25. Proforma and Operational Plan

EXHIBIT D
FEE SCHEDULE

Task Item	Description	Fee
I.	Landscape Architecture Services	$ 98,584.00 (LS)
II.	Construction Phase Services	$ 11,727.00 (HRLY NTE)
III.	Direct Costs (Estimated)	$ 1,500.00 (COST PLUS)
	TOTAL FEE	$ 111,811.00

The fee for Item I established above shall be considered a **lump sum** fee unless otherwise noted. The fee for Item II shall be billed **hourly** with the not-to-exceed estimate provided. Task III – Direct Costs will be billed at a rate of 1.1 times the actual cost incurred. The budget for Time and Materials tasks (II & III) are estimated amounts and should not be regarded as limits. Our services will be invoiced monthly based on percentage of work completed. The fees established above do not include revisions to the scope once the design services are underway. If revisions are requested by the CLIENT, a revision to the scope and budget will be required.

Unless otherwise stated, fees quoted in this proposal exclude state and federal sales taxes on professional services. Current Texas law requires assessment of sales tax on certain kinds of surveying services but does not require sales taxes on other professional services. In the event that new or additional state or federal taxes are imposed on the professional services provided under this contract during the term of the work, such taxes will be added to the applicable billings and will be in addition to the quoted fees.

We appreciate the opportunity to be considered for this project and look forward to the possibility of working with your firm.

Please indicate your acceptance of this proposal by signing in the space provided and returning one signed copy.

Respectfully,

James Hemenes
Vice President – Dir of Landscape Arch
HALFF Associates, Inc.

Accepted by:

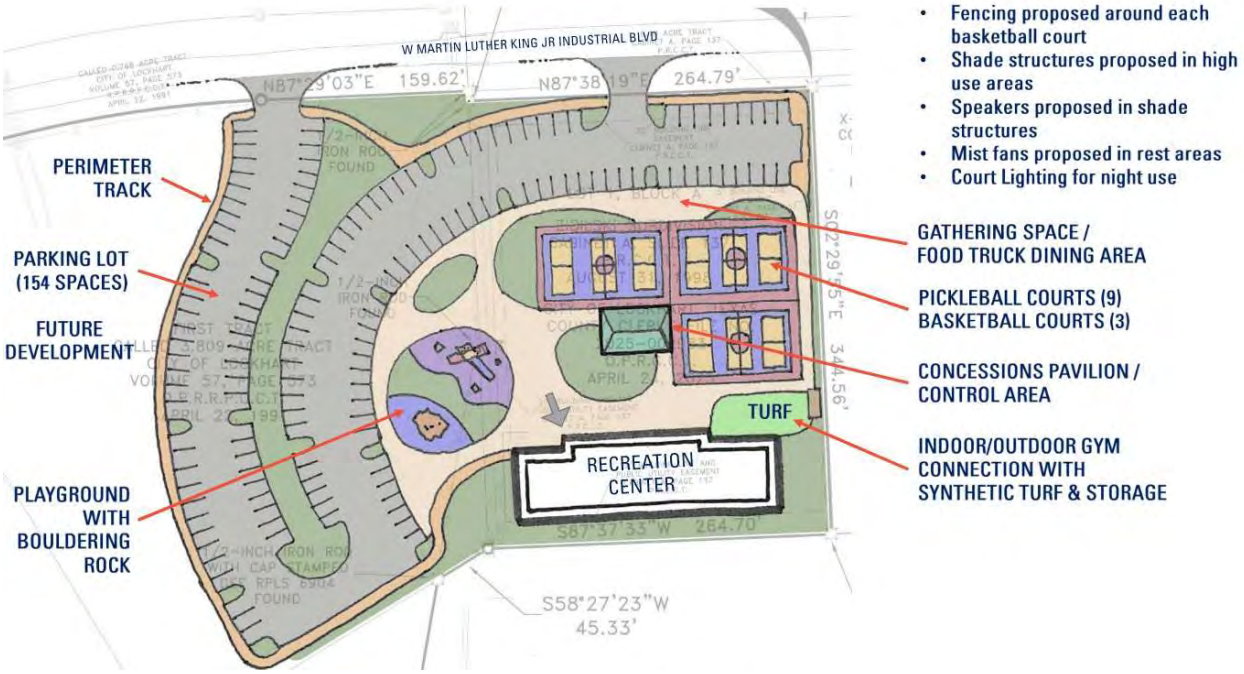
Jason Ringdahl, AIA,
Senior Principal
BARKER RINKER SEACAT ARCHITECTURE

By: _____

Date: _____

Attachment: Terms and Conditions

EXHIBIT E
APPROVED CONCEPT PLAN



6/4/2026

Mary Schambach
Barker Rinker Seacat Architecture - Denver, CO
Via Email maryschambach@brsarch.com

Re: Proposal for Services
City of Lockhart, Texas
Lockhart Recreation Center
Lockhart, Texas

Dear Mary:

Thank you for the opportunity to submit a Proposal for the services described herein for the proposed renovation and expansion to convert an existing movie theater at 120 W Martin Luther King Jr. Industrial Blvd., Lockhart, Texas into a recreation center. We understand the project to be a 13,800 SF existing PEMB building that will be renovated to contain a basketball court, fitness spaces, and a community room. The exterior spaces will contain outdoor courts and a playground. Construction budget is estimated to be around $3.8M for the building and an additional $5.3M for the site.

We understand the structural scope to include the following:

- Foundation designs for pre-engineered or prefabricated shade structures delegated to the Contractor.
- A 2,000 SF one-story horizontal expansion to the north abutting the existing building. Construction is anticipated to consist of conventional steel framing and a concrete slab-on-grade ground floor with drilled under-reamed (“belled”) pier foundations.
- New trenching for re-routing of plumbing in the existing slab-on-grade to accommodate restrooms and needs for a warming kitchen. Details for removal and infill / replacement will be provided by IMEG.
- New framing and associated details for support of an operable dividing partition in the event space.
- New framing and/or details to strengthen the existing structure for support of hanging basketball goals in the proposed gymnasium space.
- Details and potential sequencing coordination for existing slab steps, drops, or slopes that require leveling for the slab-on-grade.
- Assessment of the existing mezzanines supporting mechanical equipment to accommodate replacement units for the new program. Details for retrofit / strengthening are included.

- Details to accommodate the bracing of existing cladding around new proposed doors and windows along the building exterior. These services are provided as an alternate service below based on the assumption of a maximum width of 10'-0" to be considered for any individual opening and a maximum net opening on any façade elevation not exceeding 15% of current cladded surface area.

Structural Engineering Included Services

1. Review of existing structural as-built construction documents provided to us for our use and reliance (if made available).

2. One (1) site visit to observe the general framing layout and accuracy of existing construction documents where structural framing is not concealed and safely accessible.

3. Participate in the establishment of structural design criteria and determination of the primary structural framing scheme for the addition.

4. Engineering calculations for the design of the primary structural frame. Foundations will be designed and detailed in accordance with the recommendations in a Geotechnical Report prepared specifically for this site.

5. Preparation of construction drawings for the structural portions of the work.

6. Preparation of a BIM model produced to Level of Development 300 per AIA E203 with Autodesk Revit Structure. This model is only for the purposes of A/E coordination, generation of construction documents and clash detection with major structural elements, with the exception that the model may not be suitable for the creation of shop drawings. Items to be included in the structural model include: columns, load-bearing walls, beams, slabs, braces, and foundations. Existing construction will only be modeled as required, in the immediate areas of the work, to inform the preparation of the Contract Documents if documentation of the as-built existing structure is available for our use and reliance.

7. Preparation of structural specifications.

8. Assist the Architect in designing and detailing of miscellaneous metal fabrications for the items noted below. Detailing and specification of these items will be the responsibility of the Architect:

    a. Metal stairs: Stringer dimensions will be provided, if requested.

    b. Curtain wall or window wall bracing

    c. Cold-formed metal framing (CFMF): Preliminary member sizes will be provided for detailing purposes only.

9. Provision of structural performance requirements for the following items to be included in the performance specifications being prepared by others:

    a. Pre-engineered seating sections

    b. Pre-engineered or prefabricated shade structures and awnings

c. Outdoor Pavilion

d. Performance specified steel framing

e. Cold-formed metal framing at the exterior and interior conditions

f. Metal stairs

g. Inserts, embeds, and hangers for mechanical, electrical, plumbing, conduits, cable trays and equipment.

10. Preparation of addenda as required during the bidding period and answering questions regarding structural plans and specifications.

11. Construction administration:

a. A maximum of two (2) site visits to conduct structural observations or attend construction administration and/or pre-construction meetings, including the preparation of observation reports.

b. Review of structural shop drawings and submittal data.

c. Review and respond to RFI's.

d. Review of change orders.

e. Review of testing laboratory reports.

Excluded Services

1. Design and detailing of sitework including paving, sidewalks, flag and high mast light foundations (poles over 30 feet in height), retaining walls, bollards, dumpster pads, sign foundations, site sculpture foundations, etc., unless specifically included above.

2. Analysis of the existing gravity load-bearing and lateral stability systems of the existing building to accommodate changes in use or occupancy category per the current adopted building code. This includes any roof component replacement that may trigger an evaluation of the existing diaphragm to meet Existing Building Code requirements.

3. Performance of a comprehensive structural condition assessment of the existing facility to determine potential areas of deterioration or validate the structural integrity of the existing framing and foundations.

4. Design and detailing of any modifications to the existing building not specifically included above.

5. Design of the superstructure or foundations for the outdoor restroom pavilion. It is our understanding this will be delegated to the Contractor.

6. Structural engineering design and detailing of specialty engineered building systems including but not limited to the following performance specified items:

    a. Pre-engineered or prefabricated shade structures

    b. Outdoor Pavilions

    c. Outdoor sports courts

    d. Pre-engineered seating sections

    e. Performance specified steel framing

    f. Cold-formed metal framing at the exterior and interior conditions

    g. Metal stairs.

7. Design, detailing, coordination, or layout of embeds or inserts for the support of mechanical, electrical, or plumbing hanging piping, conduits, cable trays, or other equipment.

8. Design and detailing of monumental, "grand," or architectural stairs.

9. Design of wall systems, including internal reinforcing of window and curtainwall systems.

10. BIM modeling of all items not explicitly included in the AIA E203 "Level of Development" listed in the scope above. These excluded items include, but are not limited to: miscellaneous steel, reinforcing, miscellaneous steel "kicker" braces, channel frames, slab recesses, non-load bearing walls, exterior wall façade and fenestration, pre-engineered metal buildings, wood framing, underground utilities.

11. Opinions of probable construction costs.

12. Geotechnical investigations and material testing.

13. Fast track production of structural drawings ahead of the architectural and MEP drawings.

14. Design of a structural slab system for the ground floor.

15. Design of storm shelters or safe rooms for compliance with ICC 500 or requirements of Authorities Having Jurisdiction.

16. Design of temporary or permanent earth retention systems.

17. Detailing or specification of waterproofing or dampproofing. IMEG may graphically indicate these items as appropriate and designate these items as work specified elsewhere in the Construction Documents.

18. Construction administration:

    a. Additional site visits beyond the number listed above.

b. Review of formwork and shoring drawings.

c. Updating or provision of the BIM model for construction coordination.

d. Issuance of ASI's or change orders after permit and bid issuance.

e. Review of embeds, inserts and/or hangers and accessories for hanging fire suppression piping and equipment.

f. Preparation of record documents incorporating Contractor as-built documentation.

19. Special inspections or responsibility for special inspections as the registered design professional in responsible charge (as defined by the International Building Code).

20. Assistance with the permitting process.

21. Testing of existing in-place materials or framing systems to determine strengths, properties of materials or similar information.

22. Field measurements of existing structures or framing. Existing structures or framing will be depicted in accordance with existing documents provided by others.

Assumptions

The following assumptions are in addition to those listed under IMEG's scope of services above.

Documentation (e.g., design drawings, maintenance records, etc.) of the existing systems relevant to our scope of work, which accurately represents the existing conditions, will be provided to IMEG.

Documents prepared by the Engineer will be prepared based upon reasonable assumptions derived from existing information provided by the Owner and from limited observation of accessible and visible existing conditions by the Engineer without the benefit of extensive field measurements and investigation prohibited by expense and inconvenience to the Owner. It is understood and agreed that unforeseen conditions uncovered during the progress of the project may require changes in the project, resulting in additional cost and delay.

The project will be designed by IMEG using Building Information Modeling (BIM) software with Autodesk Revit® as the platform. The BIM deliverable will be no greater than Level of Development (LOD) 300 as defined in AIA Document E202. A Revit® model including architectural and structural components or AutoCAD® files suitable for use as backgrounds for building and site will be provided to IMEG. Extensive modification of Revit® model or AutoCAD® backgrounds will be considered additional services.

The Revit® model is only inclusive of those systems and trades designed by IMEG. The Revit® model will not include Owner/vendor-provided and installed systems requiring coordination by the installing contractors. The Revit® model is intended for internal coordination among the design team. It is understood the model is not intended to be an exact and complete three-dimensional representation of how the Contractor will route and locate utilities and equipment. The Revit® model will be configured for efficiency as outlined in a mutually agreed upon BIM Execution Plan established before modeling begins.

Modeling of existing conditions will be limited to the extent required to produce specifications and 2D contract documents.

Occupancy separations, fire assemblies, and fire/smoke separations will be determined by the Architect and provided to IMEG at, or prior to, completion of the Design Development phase.

Guardrails, ladders, stairs, platforms, or other components for supporting and accessing mechanical equipment will be designed and coordinated by others and will be part of the General Contractor's scope of work.

Identification, testing, and/or removal of hazardous materials will be by others.

An independent cost estimator will be engaged by the Owner or Client. Opinions or comments made by IMEG related to the independent cost estimator's work shall not create or be interpreted as a warranty, express or implied, that the bids or the negotiated cost of the work will not vary from the cost estimator's valuation.

IMEG assumes the selected General Contractor / Construction Manager will be using a web-based project software site, at their cost, for the purpose of hosting and managing project communication and documentation.

The project will be awarded as a single prime contract for construction. Phased design and/or issue of early documents are not required.

The Primary Structural System is defined as the completed combination of elements that serve to support a building's self-weight, the applicable live load that is based upon the occupancy and use of the spaces, and the environmental loads such as wind, seismic, and thermal. Curtain wall members, non-load-bearing walls, stairs, handrails, or exterior façades, etc. are not part of the Primary Structural System.

For light framed bearing wall construction, such as sawn lumber and cold formed steel, the walls will be modeled as panels. Individual studs will not be modeled.

Floor and roof system layout consisting of sawn lumber and cold-form steel trusses and joists will be schematic only and will not represent the final location and configuration of all elements such as individual truss chords and webs.

Project components designed by others include:

- Miscellaneous metals such as overhead door frames, stairs, railings, roof hatches, and bollards.
- Finish floor elevations and exterior grades.
- Floor and roof slopes, recesses, finishes, and tolerances.
- Building grid layout and dimensioning.
- Masonry control joints, contraction joints, relief conditions, and ties.
- Prefabricated elements such as open web steel joists, wood and cold-form metal trusses, precast concrete.

- Temporary earth retention systems and shoring.
- Site structures, including retaining walls, exterior signage, and light pole and flagpole foundations.
- Drain tile routing and sizing.

Owner to provide the following:

- Geotechnical report, which includes:
    - Foundation type recommendations with allowable bearing capacities.
    - Active, at rest, and passive lateral earth pressures.
    - Frictional coefficients and sub-grade modulus.
    - Seismic site class.
    - Specific details and clauses to be included in the project documents addressing the project specific site conditions.
- Special Inspection and Testing services of structural elements and soils during construction as required by project specific general notes, specifications, building codes, and local Authority Having Jurisdiction over the project.

Compensation

We propose to provide the services described above for a fixed fee of $42,000.00 for basic services. Should the size and/or scope of the project, project schedule, or project budget change, IMEG reserves the right to adjust our fees, or new or increased services will be provided as additional services.

Description	Fee
Schematic Design	$6,000.00
Design Development	$10,000.00
Construction Documents	$16,000.00
Bidding and Negotiation	$2,000.00
Construction Administration	$8,000.00
Total Basic Services	$42,000.00
Budgeted Expenses for Basic Services	$750.00
Alternate Service – Cladding Modification Analysis/Details	$6,000.00
Alternate Service – Additional Site Visit (per site visit)	$1,500.00
Budgeted Expenses for Each Additional Site Visit	$250.00

Project Expenses

The following reimbursable expenses are not included in the above fee and will be invoiced with a 1.1 multiplier of actual cost:

- Reproduction costs for existing facility documents, and for one record set of contract document deliverables at each project phase/milestone when not provided to IMEG by the Architect.
- Payment of plan review fees, permit fees, filing fees, or other imposed governmental agency fees.
- Necessary consultants as approved by Client.
- Project specific insurance coverage riders or amendments necessary to comply with required insurance requirements above current IMEG limits and conditions.
- Postage and delivery charges.
- Travel expense: Automobile mileage will be invoiced at the IRS rate in effect at the time of travel. Travel expenses include mileage, tolls, parking fees, taxi, train, airfare, rental car and fuel, and other out of pocket travel related expenses.
- Meals and lodging, when required to travel overnight.
- Expenses for safety training, background checks, vendor registration sites, and drug testing to access the site.

Additional Services

IMEG can include the following as additional services. Additional services will be performed on a time and material basis using IMEG's standard hourly rates in effect at the time the service is performed, or for a negotiated fee, and only after approved in writing.

Closing

The attached Terms and Conditions dated 09.2024 are made a part of this Proposal. This Proposal is valid for 45 days from the date of this offer.

We will begin our services following acceptance of this Proposal for Services. Acceptance may be conveyed via email or by signing this offer and returning it to our office. Notwithstanding the foregoing sentence, if you or members of your firm engage IMEG for services for the referenced project, either verbally or by actions that imply acceptance of this Proposal, such as providing drawings, submitting questions, requesting engineering information, etc., without returning a signed copy of this Proposal, it is expressly agreed that acceptance of all terms and conditions of this Proposal will be implied and contractually binding.

Akshai Ramakrishnan | Akshai.Ramakrishnan@imegcorp.com

Accepted: Barker Rinker Seacat Architecture - Denver, CO

Mary Schambach

1. Definitions:

“Agreement” - Collectively IMEG’s proposal, these Standard Terms and Conditions, IMEG’s Standard Hourly Rates, and any exhibits incorporated expressly by reference, herein.

“Change Order” - Any additional Services or change in schedule related to the Project requested by IMEG or Client.

“Client” - The party for whom Services are being provided, and its directors, officers, affiliates, employees, and agents.

“Day(s)” - Any day other than Saturday, Sunday, or any other day on which banks in New York are closed.

“IMEG” - IMEG Consultants Corp., and its directors, officers, affiliates, employees, and agents.

“Losses” - Any loss, liability, claim, damage, cost, expense, and reasonable attorney’s fees.

“Party” - Each of IMEG and Client; “Parties” means IMEG and Client collectively.

“Project” - The specific project for which Services are performed pursuant to this Agreement.

“Project Owner” - The party responsible for the initiation, funding, and oversight of the Project.

“Services” - The services or work performed by IMEG in any office location for Client on the Project.

“Standard Hourly Rates” - The current hourly rates set by IMEG for Services performed under this Agreement.

2. Standard of Care/Performance: Services provided by IMEG under this Agreement shall be performed in accordance with the professional skill and care ordinarily exercised by professionals practicing under similar circumstances in the same or similar location (“Standard of Care”). It is explicitly understood and agreed that the Standard of Care does not demand perfection, and IMEG will not be responsible for any cost escalations, separate and apart from IMEG’s negligence as defined in Section 11, throughout the Project's duration. Nothing contained in this Agreement or within any certification/representation statement shall obligate, bind, or require IMEG to exercise professional skill and judgment greater than the Standard of Care. IMEG makes no warranty or guarantee, express or implied, and shall not be responsible for any failure to follow or apply any knowledge or techniques which are not generally known or accepted. Should Client seek additional design parameters in contemplation of future climate change, such parameters shall be explicitly outlined in the Services. IMEG shall perform Services pursuant to an agreed-upon schedule as is consistent with the Standard of Care.

3. Information: Except as otherwise defined in the Services, Client shall facilitate the exchange of information among the Project Owner, IMEG, and other service providers as necessary for the coordination of the Project. IMEG shall be entitled to rely on the accuracy and completeness of such information furnished by Client or Client’s other service providers. IMEG shall not be liable for inaccurate data, specifications, or other Project requirements submitted to it by or on behalf of Client. If there are updates or changes to any information provided to IMEG in furtherance of the Services, Client is responsible for advising IMEG's personnel of such updates or changes in writing.

4. Limitation of Responsibilities: IMEG shall not be responsible for, nor have control over or charge of, construction means, methods, coordination, schedules, techniques, procedures, delays, site observation, or review of contractor’s work, or for any health or safety precautions or programs. Client shall indemnify, defend, and hold harmless IMEG for contractor's or subcontractor’s performance or the failure of contractor's or subcontractor’s work to conform to Project design specifications and contract documents.

5. Additional Services: If the Project schedule or scope changes and additional Services are requested, IMEG shall send Client a Change Order and Client must approve such Change Order in writing or electronically prior to IMEG commencing work. Services performed pursuant to a Change Order shall be deemed an amendment to this Agreement and such additional Services shall be performed pursuant to these Standard Terms and Conditions. IMEG shall not be responsible for any expense associated with any Services that are a betterment or added value to the Project.

6. Compensation/Payment: Client shall pay IMEG in full for all Services performed and expenses incurred. Services provided by IMEG on a time and material basis shall be performed in accordance with IMEG's Standard Hourly Rates, subject to annual update. If Client disputes any portion of an invoice, Client shall notify IMEG in writing within fifteen (15) Days of the invoice date by notice to ClientStatements@imegcorp.com. If no notice is received, Client agrees the invoice is accurate and to pay the amount in full. In no case are invoices subject to unilateral discounting, back-charges, or set-offs, and payment in full is due for Services performed regardless of whether this Agreement or the Project is terminated. Accounts unpaid sixty (60) Days after the invoice date may be subject to a monthly service charge of one- and one-half percent (1.5%) (or the maximum legal rate) on the unpaid balance. If any portion of an account remains unpaid 120 Days after the invoice date, IMEG may stop or pause performance of Services and institute collection action. Client shall pay all costs of collection, including reasonable attorney's fees. Collection actions and billing disputes shall not be subject to informal dispute resolution procedures as described in Section 8.

7. Ownership/Use of Instruments of Services: All drawings, specifications, BIM, reports, and other work product of IMEG developed for this Project are instruments of service owned by IMEG ("Instruments of Service"). Upon Client's payment in full to IMEG for all Services performed and expenses incurred, IMEG shall provide Client with a license to use the Instruments of Service for purposes consistent with the Project. Reuse of any Instruments of Service by Client or any third-party for any other use without the express written consent of IMEG shall be at Client's sole risk. Client shall indemnify, defend, and hold harmless IMEG against Losses arising out of unauthorized use or misuse of the Instruments of Service.

8. Dispute Resolution/Governing Law: Excluding collection actions and billing disputes as described in Section 6, claims or disputes between the Parties arising out of the Services or out of this Agreement shall be escalated for informal dispute resolution. If no informal dispute resolution is achieved within fifteen (15) Days of demand made by IMEG or Client, the Parties shall submit the matter to non-binding mediation (mediation being subject to the provisions in Section 8.2 of AIA Document C401-2017). The Parties shall include a similar provision as in this Section 8 with all contractors, subconsultants, and subcontractors, providing for non-binding mediation as the primary method of dispute resolution following informal dispute resolution as described in this Section. This Agreement and all questions, disputes, and litigation arising in connection with the Services shall be governed by, and brought in, the laws of the state where the Project is located.

9. Mutual Waiver of Damages: Each Party hereby expressly waives against the other Party any and all claims for consequential, indirect, punitive, special, incidental, exemplary, or liquidated damages. The waiver in this Section shall apply to any such damages listed herein sought to be recovered through any indemnity obligation in this Agreement.

10. LIMITATION OF LIABILITY: To the fullest extent permitted by applicable law, IMEG's total liability arising out of or related to this Agreement, for all Services performed on this Project, and for all Losses, whether based in contract or tort, in law or equity, or for negligent acts, errors, or omissions, from any cause, shall not exceed the total amount of $100,000.00. This limitation of liability was negotiated after the Parties discussed the risks and rewards associated with the Project. No individual professional director, officer, or employee of IMEG shall be individually liable for negligence arising out of this Agreement. The limitation of liability established in this Section shall survive the expiration or termination of this Agreement.

11. Indemnification: Subject to Section 10, IMEG shall, to the fullest extent permitted by applicable law, indemnify and hold harmless Client against Losses to the extent caused by, and in proportion to, the negligence of IMEG in the performance of Services under this Agreement. IMEG shall not be obligated to indemnify Client for Client's own negligence.

Client shall, to the fullest extent permitted by applicable law, indemnify and hold harmless IMEG against Losses to the extent caused by, and in proportion to, the negligence of Client in the performance of its services under this Agreement. Client shall not be obligated to indemnify IMEG for IMEG's own negligence.

The other terms of this Agreement notwithstanding, in the event of any professional liability claim within the purview of the indemnification provisions of this Section, each Party shall control its own defense, and at the time of claim resolution, each Party shall provide reimbursement for reasonable defense costs and attorney's fees recoverable under applicable law to the extent caused by the negligence of each Party as determined by a competent trier of fact. As such, the Parties recognize and expressly agree that the duty to defend is not applicable to professional liability claims and is wholly separate and distinct from the duty to indemnify and hold harmless as described in this Section.

12 Insurance: IMEG shall obtain and maintain the following insurance coverages: Commercial General Liability, Automobile Liability, Umbrella/Excess Liability, Worker's Compensation/Employer's Liability, and Professional Liability. Certificates of insurance shall be provided to Client upon request. When stipulated by the Parties, Commercial General Liability, Automobile Liability, and Umbrella/Excess Liability shall be written or endorsed to include additional insureds (which shall not be named additional insureds), primary/non-contributory coverage, and other coverages, subject to all policy terms, conditions, and exclusions, and any limitations as to coverage amounts as agreed upon in writing by the Parties.

13. Termination: Either Party may terminate this Agreement due to the other Party's material breach of this Agreement upon providing a ten (10) Day written notice to the breaching Party and an opportunity of at least five (5) Days to cure such material breach. Upon termination, payment in full to IMEG is required for all Services performed and expenses incurred through the date of termination. IMEG shall not be required to release any Instruments of Service until such payments have been received. If this Agreement is terminated or suspended due to Client's material breach, Client shall return all Instruments of Service within its possession or control, and any consequences (including delay) resulting from such termination or suspension shall be the sole responsibility of Client. The cancellation of the Project or the institution of bankruptcy proceedings by either Party shall be deemed a material breach and termination of this Agreement.

14. Assignment: Except for assignment by operation of law, neither Party shall transfer or assign any rights or duties under, or interest in, this Agreement, including, but not limited to, monies that are due or monies that may be due, without the prior written consent of the other Party, which shall not be unreasonably withheld. Subcontracting to subconsultants, normally contemplated by IMEG as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

15. Employment and Non-Solicitation: Except with the other Party's prior written consent, neither Party shall solicit the employment of, or employ any of the other Party's employees, during the performance of this Agreement and for a period of six (6) months thereafter, provided that any general solicitation for employment through a published advertisement shall not constitute a breach of this Section.

16. Force Majeure: Except as otherwise provided, no delay or failure in IMEG's performance of its obligations under this Agreement shall constitute a default or the incurrence of damages, if and to the extent, the delay or failure is caused by the occurrence of any contingency beyond the reasonable prevention or control, and without any fault, of IMEG. Unless such occurrence frustrates IMEG's performance, such occurrence shall not operate to excuse, but only to delay, IMEG's performance. Once such occurrence ceases, IMEG shall resume the performance of its obligations under this Agreement as soon as reasonably possible.

17. Severability and Non-Waiver: If any part of this Agreement is declared invalid or unenforceable, the remainder shall continue to be valid and enforceable. No failure to act by either Party shall be deemed to constitute a waiver of such Party's rights or remedies under this Agreement. Additionally, there shall be no legal presumption against the drafter of this Agreement in the event of a dispute as to the enforceability and/or interpretation of this Agreement.

18. Entire Agreement: If Client issues to IMEG a purchase order or similar document, none of the terms and conditions stated therein shall bind IMEG, and such document, whether signed by IMEG or not, shall be considered only as a document for Client's internal operational management. This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Parties.

19. Equal Employment Opportunity: The Parties shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, and for inquiring about, discussing, or disclosing compensation. Moreover, these regulations require that covered prime consultants and subconsultants take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.

09.2024

2026 STANDARD HOURLY RATES - SMEPT/Cx
(rates adjusted annually)

Senior Client Executive / Senior Market Director / VP	$325
Client Executive / Market Director	$300
Project Executive	$280
Senior Project Manager 2	$250
Senior Project Manager 1	$230
Engineer of Distinction	$265
Senior (Engineer / Planner / Consultant) 3	$245
Senior (Engineer / Planner / Consultant) 2	$215
Senior (Engineer / Planner / Consultant) 1	$200
Project (Engineer / Consultant) 2	$180
Project (Engineer / Consultant) 1	$165
(Graduate Designer / Consultant / Planner / Authority / Analyst) 2	$140
(Graduate Designer / Consultant / Planner / Authority / Analyst) 1	$125
Designer of Distinction	$225
Senior (Designer / Authority) 3	$205
Senior (Designer / Authority) 2	$200
Senior (Designer / Authority) 1	$180
Project (Designer / Authority) 2	$165
Project (Designer / Authority) 1	$145
(Designer / Authority / Analyst) 2	$130
(Designer / Authority / Analyst) 1	$120
Design Technician 2	$105
Design Technician 1 / Intern	$95

Senior Construction Administrator	$200
Construction Administrator	$170
Field Technician 2	$160
Field Technician	$150
Project Coordinator	$135
Structural Inspector of Distinction	$265
Senior Structural Inspector	$150
Structural Inspector 3	$135
Structural Inspector 2	$120
Structural Inspector 1	$105
Senior Virtual Design Coordinator 2	$150
Senior Virtual Design Coordinator 1	$140
Virtual Design Coordinator 2	$135
Virtual Design Coordinator 1	$120
Virtual Design Technician	$105
Administrative Assistant	$95

*These rates are for staff located in the office providing the rates. Staff based in one of IMEG's other offices may have different billing rates. These rates can be provided upon request.

The Ballard Group, Inc.
Mechanical Consulting Engineers

A. DATE: **May 29, 2026**

B. SUBJECT:

PROJECT NAME: **Lockhart Recreation Center Renovation**

PROJECT LOCATION: **Lockhart Texas**

PROJECT DESCRIPTION: **This project consists of a renovation of the existing 11,800 SF movie theater to support recreation center use. A small 2,000 SF addition is also planned to the building. The facility will include: aerobics, weights, fitness, gymnasium, event space, and a catering kitchen.**

C. CLIENT:

It is our understanding The Architect-Consultant Agreement will be executed on latest version of the AIA Document C401 *Standard Form of Agreement between Architect and Consultant* – C401.pdf. A Prime Agreement, using AIA Document B103, is being negotiated with the Owner and will form the basis of the Architect-Consultant Agreement

The intent of this letter is to establish an agreement for professional services for the subject project; this agreement is between:

1. **Barker Rinker Seacat,** hereinafter called Client and,
2. **The Ballard Group, Inc**., hereinafter called Engineer.

D. PROFESSIONAL SERVICES:

Engineer agrees to perform the following services for Client:

1. Heating, Ventilation and Air Conditioning design and construction documents.
2. Plumbing design and construction documents to ±5’ outside of building.
3. Fire protection design including equipment selection, required details and specifications. System layout will be performed by the successful fire protection contractor.
4. Construction phase services including shop drawing review and (**2)** site observations.

2525 South Wadsworth Blvd., Suite 200
Lakewood, CO 80227
303-988-4514
www.TheBallardGroup.com
4730 South College Ave., Suite 203
Fort Collins, CO 80525
970-568-8762

Scope of Services	Included			Excluded	Remarks
	HVAC	Plumbing	Fire Prot.	✓	
1. Field Verification	✓	✓	✓		
2. Create Record Drawings of Existing Conditions				✓	
3. Schematic Design	✓	✓	✓		Mechanical System Narrative and Schematic Drawings
4. Design Development	✓	✓			
5. Construction Documents	✓	✓			
6. Specification	✓	✓	✓		
7. Bidding Phase	✓	✓	✓		
8. Construction Administration	✓	✓	✓		
a) Shop Drawing Review	✓	✓	✓		
b) Site Observations	✓	✓	✓		Total of 2 site visits
9. Opinion of Probable Construction Cost				✓	
10. Preparation of Record Drawings				✓	
11. Reimbursable Expenses				✓	To be reimbursed by Client
12. Publication of Documents				✓	
13. Utilities to 5’-0” Outside of Building		✓			
14. Site Utility				✓	
15. Energy Model				✓	
16. Commissioning				✓	
17. LEED Certified Building				✓	

E. CLARIFICATIONS:

1. Exclusions – The following services are not included in this proposal. If required they shall be provided and contracted by others.

    - Energy modeling
    - Commissioning
        - While commissioning services are excluded, participation in the commissioning process is included.
    - Sustainability Consultation
    - LEED Championing
        - When the project is pursuing LEED certification participation in the certification process is either included in the base fee or as an additional service below.
    - Cost Estimating
        - Review of 3rd party estimates is included.
    - Solar Thermal Systems
    - Geothermal Design
    - Acoustical Design

2. Design Considerations:

    - Plumbing:
        - The existing water service may be undersized and will require replacement.
        - We believe the existing domestic water heater will not be sized to support the new building program and will be need to be replaced.
    - HVAC:
        - This proposal assumes that the existing roof top units will be replaced with heat pump roof top units in similar locations if not utilizing the same curb.
        - Back-up heating for the RTUs will be either natural gas or electric based on the local code requirements and owner preference.
    - Fire Protection:
        - This proposal assumes that the existing fire entry is sufficient. The distribution piping and heads will be replaced.

3. This proposal includes the following trips to the project.

    - (1) site observations to field verify existing systems.
    - (0) on-site meetings with the ownership/facilities team. Design progress meetings are intended to function virtually.
    - (2) construction phase observations.

4. This proposal includes the following Deliverables.

    - Schematic Design (Report & Drawings)
    - Design Development (50%, 100%)
    - Construction Documents (50%, 95%/Permit, 100%)

2. Ground source geothermal heat exchanger and associated plant system design is excluded from this proposal. Should the project pursue a ground source heat pump design, an additional service fee and scope can be negotiated at that time.

5. The design fees included herein are based upon the following values. If budget, scope and/or building area is increased, design fees shall be increased accordingly.

   - New construction – 2,000 square feet.
   - Renovation – 11,800 square feet.
   - Total Project Costs - $11,800,000
   - Total Building Construction Costs (assumed) - $3,800,000

6. The following standards are assumed to apply to this design and are included in the proposal. Any additional requirements to meet standards above and beyond those listed shall be done at an additional service cost.

   - 2018 International Building Codes.

F. FEE:

Charges for our services shall be as follows:

Service	Total	SD	DD	CD	CA
Mechanical Engineering	$80,680	$13,290	$22,800	$30,400	$14,190
Trips	3	1	0	0	2
Reimbursables	$3,300	$1,100	$0	$0	$2,200
Total Fee	$83,980				

Reimbursable expense shall be paid at a multiplier of 1.10 times actual expense.

Engineer shall present Client with a monthly invoice for professional services rendered. Payment shall be due when invoice is received.

G. STANDARD HOURLY BILLING RATES

Current standard hourly billing rates are guaranteed not to increase for six (6) months from date of this proposal.

Principal	$210.00/hr.	Associate	$190.00/hr.
Senior Project Engineer	$170.00/hr.	Project Engineer II	$140.00/hr.
Project Engineer I	$120.00/hr.	CAD & Revit Operator	$90.00/hr.
Clerical	$85.00/hr.	Troubleshooting / Peer Review	$235.00/hr.

At the expiration date of the six-month guarantee, the standard hourly billing rates shall be adjusted to the current standard hourly rates in effect.

H. EXTENSIVE REVISIONS OR SCOPE CHANGES:

Revisions after substantial completion of the construction documents will be paid for in addition to the fixed fee at the standard hourly billing rates or a negotiated additional service contract may be amended to this original contract.

I. LITIGATION:

In any action brought to enforce or contest any provision of this contract or to collect agreed upon fees, the prevailing party shall be entitled to collect all costs and expenses incurred in connection with such action, including reasonable attorney's fees.

J. REIMBURSABLE EXPENSES:

Reimbursable Expenses are in addition to the Compensation for Basic and Addition Services. Actual expenditures made by the Engineer(s) in the interest of the Project will be billed at 1.10 times actual expense.

K. PUBLICATION:

Engineer shall not be responsible for the publication of plans and specifications except those for in-progress coordination between Architect and other Engineers.

L. TERMINATION

In the event of termination of the project, Engineer shall be reimbursed for services performed prior to termination date at the standard hourly rate.

M. DURATION:

This agreement may be withdrawn or amended if not accepted within thirty (30) days.

Please sign, date and return one copy of this document to The Ballard Group, Inc. to indicate your acceptance of these terms and enter into a contractual agreement.

THE BALLARD GROUP, INC.		**BARKER RINKER SEACAT ARCHITECTURE**	
By:	John Blair	By:	
Title:	Associate	Title:	
Date:	May 29, 2026	Date:	

May 26, 2026

Ms. Mary Schambach
Project Manager
Barker Rinker Seacat Architecture
990 South Broadway, Suite 222
Denver, Colorado 80209

Re: Lockhart Recreation Center
Lockhart, TX
Fee Proposal for Electrical & Lighting Design Services

Dear Ms. Schambach:

Thank you for the opportunity to submit a fee proposal to Barker Rinker Seacat Architecture (BRS) for the lighting and electrical design services scope of work associated with the Lockhart Recreation Center in Lockhart, Texas.
In response to your request, Reese Hackman Engineering, Inc. (RH) submits the following Scope of Work and Fee Proposal for your consideration.

I. PROJECT DESCRIPTION

The Engineer shall work with BRS and the design team to provide Electrical Engineering and Lighting Design services. The general project scope is shown in the Theater Rec Center document dated 4/21/26. RH understands that the project will consist of a renovations and a new addition to an existing movie theater building for a new 13,800 square-foot recreation center. Spaces in the facility shall include a MAC Gym, Fitness & Weights area, Aerobics Studio, Event Space/Classroom, Catering Kitchen, Admin area, Control Desk, Storage, Restrooms and a Walk/Jog Track. The site shall include parking spaces, a food truck area, playground, concessions pavilion, shade structures, indoor/outdoor gym/turf area, perimeter track, 9 illuminated pickleball courts and 3 illuminated basketball courts. The project's construction budget is $3.8 million for the building and $5.3 million for the site.

The design schedule is anticipated to begin in June of 2026 and be complete in January 2027. Construction phase services are targeted to begin in March of 2027 and last until December of 2027.

II. SCOPE OF SERVICES

A. Basic Design and Construction Document Phase Services:

1. Planning and assistance in space utilization relative to electrical systems.

2. Conferences with the Client/Client's representative, other consultants, building department officials, utility companies and other governing agencies to determine the final design requirements. Basic Design and Construction Document Phase Services include up to (3) in-person design meetings at BRS (one per design phase for pull-planning sessions) and up to (3) design meetings in Jarrell, TX (one per design phase). Additional online conference and/or meetings shall be as required.

3. One (1) site/survey trip to the facility to review existing conditions during the early Design Development phase

is included in the scope work.

4. Upon receipt of Architectural, Structural, Mechanical, Aquatics and Site Utility information, Design and Construction Documents for the following:

    a. Interior lighting and normal power distribution systems.
    b. Fire alarm system.
    c. Exterior site lighting, including general site illumination and landscape lighting.
        i. Photometric plan as required for City/Town submission.
        ii. Connections to illuminated signage.
        iii. Lighting design for pickleball and basketball courts is included in the scope of work.
    d. Site electrical design of secondary power to building and site lighting and amenities.
    e. Lightning protection system via a performance specification.
    f. Telecommunications and Technology design. RH shall design the power supplies only. RH has provided a separate Technology Systems Design proposal for Low-Voltage, Audio-Visual Systems and Telecom Cable Infrastructure Design for the work not included in this proposal. Head-end equipment and system design are not included.

5. Design calculations and data, retained in legible form.

6. Review and comment on opinions of probable construction costs (provided by others) for electrical scope of work.

7. Analysis of systems for energy code compliance, including Lighting COMCheck compliance forms.

8. Final drawings for conventional methods of production in accordance with architectural drawings and Revit 2026 or older version.

9. Specifications in final typewritten form.

B. Construction Phase Services:

1. Response to Contractor clarification and data, in amounts normal and customary for projects of this type, retained in legible form.
2. Review of shop drawings, manufacturer's information, submittals, and samples furnished by the Contractor.
3. Issue change bulletins as required. Owner requests that result in changes to the original design shall be additional services.
4. Periodic Construction Observations. Written reports of each visit to the site will be provided, including any recommendations that may be appropriate. After MEP systems rough-in has begun above-grade, up to (4) construction observations, including a completion observation, are included in the Basic Services.
5. Review of test results and/or special inspections are NOT included in this scope of work.
6. Record drawings are included in this scope of work, but listed as a separate fee from design through construction phase services.

C. Additional Services:

1. The Basic Services above are not intended to represent all services that may be required. Additional Services, those not specifically described above, or changes to the Scope of Services, may be authorized by a written document signed by both parties, specifying the services and the compensation. Therefore, Additional Services

include, but are not limited to:

a. Preparation of detailed construction cost estimates. Review of estimates prepared by contractors or separate consultants is included within the scope of Basic Design and Construction Document Phase Services.
b. Major revisions occurring after the issue of Design Development Drawings.
c. Design of site utilities.
d. Energy modeling, life cycle analysis, and alternative fuel and system comparison studies.
e. Electrical and/or lighting controls systems commissioning.
f. Design of multiple or alternative electrical and/or lighting systems.
g. Design of additional electrical services (separate from the main facility) to accommodate EV charging.
h. All design and construction services anticipate the facility to be delivered as one project. Should portions of the project be designed or constructed on separate timelines additional services may be required.
i. Construction close-out phase and post-occupancy phase involvement in trouble-shooting operational problems which result from either equipment manufacturer defects, or improper construction installation techniques. Each condition will be reviewed with the Owner and Client prior to engagement in these activities.
j. LEED or other green certification program submissions and energy modeling.
k. Redesign after completion of the Design Development phase resulting from cost reduction services, otherwise known as Value Engineering. Value engineering that does not result in redesigning building(s) and/or electrical systems is included in the scope of work.
l. Evaluation and/or redesign of alternate products, equipment, and systems to address supply chain issues or market availability.
m. Requests for rebates, grants, or incentives.
n. Design of connection(s) to alternative energy system(s).
o. Additional construction phase observations or site/survey trips.

III. PROJECT TEAM

Certain members of RH personnel may be designated as key personnel for performance of the services. In the ordinary course of business and so long as they remain in Engineer's employ, it is Engineer's intent to keep designated key personnel assigned to the Project. Key personnel in the design and construction phases of this Project are:

Partner-in-Charge	Mark Layfield, PE
Senior Project Manager	Mark Layfield, PE
Lighting Designer	Mark Ekberg

IV. FEES

A. **As defined above, Engineering services for item A (Basic Design Phase Services) will be provided for the lump sum fee of $38,000.00 (Thirty-Eight Thousand Dollars).** A per-phase breakdown of this fee is provided below:

FEE MATRIX					
SD	**DD**	**CD**	**B/N**	**C/A**	**Total Elec/Ltg Fee**
$5,700	$11,400	$11,400	$1,900	$7,600	$38,000

The production of record "as-built" drawings based on RFI responses, ASIs, etc. and contractor-provided mark-ups is in addition to the above amount, and will be provided for an additional lump sum amount of $3,500.00.

B. Any services in addition to those specified above shall be authorized in writing, and shall be compensated on an hourly basis as follows:

Partner	$ 325.00
Principal	$ 295.00
Senior Project Manager (PE)	$ 300.00
Senior Technology Designer (RCDD)	$ 270.00
Director of Lighting Design	$ 245.00
Senior Engineer (PE)	$ 225.00
Project Manager (PE)	$ 225.00
Construction Specialist	$ 215.00
Director of BIM	$ 220.00
Lighting Designer	$ 195.00
Engineer (PE)	$ 195.00
Senior Designer	$ 180.00
Technology Designer	$ 180.00
Designer	$ 155.00
BIM Detailer	$ 130.00
Administration	$ 85.00

Note: Rates are subject to change annually.

C. Reimbursable Expenses: Reimbursable expenses other than mileage and parking/toll road usage are in addition to compensation to the Engineer for Basic and Additional Services, and include expenditures made by the Engineer, its employees, or consultants, in the interests of the Project. Reimbursable Expenses include, but are not limited to:

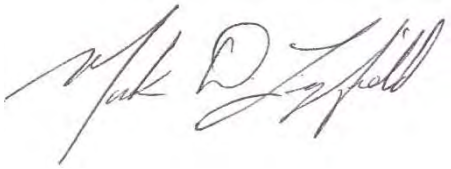
1. Expense of transportation and subsistence when traveling outside of the Denver area in connection with the project. Such trips shall be made only at the Client's request.
2. Fees paid to other consultants for services in connection with the project. The Engineer shall retain other consultants only with the Client's prior written approval.
3. Plots & Large Format Copies – $0.50 per square foot or actual cost if outside vendor used.
4. Copies – $0.16 per page or actual cost if outside vendor used.
5. Color Copies – $1.00 per page or actual cost if outside vendor used.
6. Overnight Delivery Service – Actual Cost.
7. Postage – Actual Cost.

As requested, we are providing an estimated amount not-to-exceed $6,000.00 (in addition to the above fee) to cover miscellaneous reimbursable expenses, including travel to BRS and/or the project site for meetings, observations, etc. RH will invoice for reimbursable expenses as they are incurred.

Thank you for the opportunity to submit this proposal. If you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

REESE HACKMAN



Mark D. Layfield, PE, LEED AP
Partner

RH Technology

May 26, 2026

Ms. Mary Schambach
Project Manager
Barker Rinker Seacat Architecture
990 South Broadway, Suite 222
Denver, Colorado 80209

Re: Lockhart Recreation Center
Lockhart, TX
Fee Proposal for Technology Systems Design Services

Dear Ms. Schambach:

Thank you for the opportunity to submit a fee proposal to Barker Rinker Seacat Architecture (BRS) for professional low-voltage systems, audio-visual systems, and telecommunications cable infrastructure design services scope of work associated with the Lockhart Recreation Center located in Lockhart, Texas. In response to your request, Reese Hackman Engineering, Inc. (RH) submits the following Scope of Work and Fee Proposal for your consideration.

I. PROJECT DESCRIPTION

The Technology Systems Designer shall work with BRS and the design team to provide Technology Design services. The general project scope is shown in the Theater Rece Center document dated 4/21/26. RH understands that the project will consist of a renovations and a new addition to an existing movie theater building for a new 13,800 square-foot recreation center. Spaces in the facility shall include a MAC Gym, Fitness & Weights area, Aerobics Studio, Event Space/Classroom, Catering Kitchen, Admin area, Control Desk, Storage, Restrooms and a Walk/Jog Track. The site shall include parking spaces, a food truck area, playground, concessions pavilion, shade structures, indoor/outdoor gym/turf area, perimeter track, 9 illuminated pickleball courts and 3 illuminated basketball courts. The project's construction budget is $3.8 million for the building and $5.3 million for the site.

The design schedule is anticipated to begin in June of 2026 and be complete in January 2027. Construction phase services are targeted to begin in March of 2027 and last until December of 2027.

II. SCOPE OF SERVICES

A. Provide comments on opinions of probable costs (provided by others) for the low-voltage systems, audio-visual systems, and telecom cable infrastructure.

B. Attend design meetings virtually. A maximum of one in-person meeting is included. (Pull-planning meetings and design meetings in TX are included in our Electrical and Lighting Design Services proposal).

C. Provide coordination with the telecommunications utility companies and/or the City to design pathways from the "street" to the new telecom rooms. Any City-owned wide-area-network connections shall be considered additional services and are not covered by this proposal.

D. Provide drawings and specifications (coordinated with the A/E Team) for the telecommunications cable infrastructure to provide voice, data, and video services for the new buildings and outdoor areas. All pathway and 120-volt requirements shall be coordinated with the A/E Team.

E. Provide drawings and specifications (coordinated with the A/E Team) for a facility-wide Wi-Fi system. All areas of the project shall be analyzed. All pathway and 120-volt requirements shall be coordinated with the A/E Team.

F. Provide drawings and specifications (coordinated with the A/E Team) for the interior and exterior security camera systems. All pathway, data cable requirements and 120-volt requirements shall be coordinated with the A/E Team. A maximum of 16 cameras for the project has been assumed.

G. Provide drawings and specifications (coordinated with the A/E Team) for a centrally managed access control system. All pathway, data cable requirements and 120-volt requirements shall be coordinated with the A/E Team. Door hardware shall be coordinated and specified by the Division 08 specifications.

H. Provide drawings and specifications (coordinated with the A/E Team) for audio-visual systems pathway and 120-volt requirements. General paging and/or background music is anticipated throughout all major public spaces and areas. In addition, the following spaces are anticipated to have their own separate AV systems:
   1. Even Space/Classroom
   2. Aerobics Room
   3. MAC Gymnasium
   4. Fitness/Weights Areas
   5. Exterior

   RH will provide the conceptual systems design and a performance-based specification to determine the correct locations to provide pathway and 120-volt requirements. Overhead speakers shall be shown on the drawings for quantities/locations and cable service loops.

I. Deliverables shall be in the form of a narrative document outlining the technology-based systems and systems description at the SD Phase of the project. At the DD and CD Phase, the information will be incorporated into the appropriate drawings and specifications format as dictated by the Architect.

J. Construction Administration services shall include responding to RFIs, review of product data and shop-drawing submittals, and up to (4) construction observations, including a completion observation. These observations shall coincide with the electrical construction observations.

K. Project Assumptions:
   1. The City's IT/operations staff will be involved in the selection and application of all the above-mentioned systems.

III. PROJECT TEAM

Certain members of RH's personnel may be designated as key personnel for performance of the services. In the ordinary course of business and so long as they remain in RH's employ, it is RH's intent to keep designated key personnel assigned to the Project.

Partner-in-Charge	Mark D. Layfield, PE

Senior Project Manager	Michael J. Sanzotti, RCDD
Communications Designer	Jonathan A. Morgan

IV. FEES

A. **As defined above, design services for item II. (Scope of Services) will be provided for the lump sum fee of $22,000 (Twenty-Two Thousand Dollars).** The Designer shall invoice the Client monthly based on percentage of completion of the Scope of Services. A per-phase breakdown of this fee is provided below:

TECHNOLOGY FEE MATRIX					
SD	**DD**	**CD**	**B/N**	**C/A**	**Total TECH Fee**
$3,300	$6,600	$6,600	$1,100	$4,400	$22,000

The production of record "as-built" drawings based on RFI responses, ASIs, etc. and contractor-provided mark-ups is in addition to the above amount, and will be provided for an additional lump sum amount of $1,500.00.

B. Any services in addition to those specified above or those mentioned to be time and materials, shall be authorized in writing, and shall be compensated on an hourly basis as follows:

Partner	$ 325.00
Principal	$ 295.00
Senior Project Manager (PE)	$ 300.00
Senior Technology Designer (RCDD)	$ 270.00
Senior Engineer (PE)	$ 225.00
Project Manager (PE)	$ 225.00
Construction Specialist	$ 215.00
Director of BIM	$ 220.00
Engineer (PE)	$ 195.00
Senior Designer	$ 180.00
Technology Designer	$ 180.00
Designer	$ 155.00
BIM Detailer	$ 130.00
Administration	$ 85.00

Note: Rates are subject to change annually.

C. Reimbursable Expenses: Reimbursable expenses other than mileage and parking/toll road usage are in addition to compensation to the Designer for the Scope of Services, and include expenditures made by the Designer, its employees, or consultants, in the interests of the Project. Reimbursable Expenses include, but are not limited to:

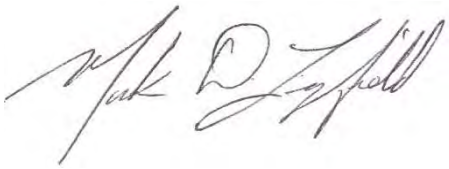
1. Expense of transportation and subsistence when traveling outside of the Denver area in connection with the project. Such trips shall be made only at the Client's request.
2. Fees paid to other consultants for services in connection with the project. The Engineer shall retain other consultants only with the Client's prior written approval.
3. Plots & Large Format Copies – $0.50 per square foot or actual cost if outside vendor used.
4. Copies – $0.16 per page or actual cost if outside vendor used.
5. Color Copies – $1.00 per page or actual cost if outside vendor used.
6. Overnight Delivery Service – Actual Cost.
7. Postage – Actual Cost.

As it is assumed that any Technology-related travel will coincide with Electrical travel, reimbursable expenses are included in our Electrical Fee Proposal.

Thank you for the opportunity to submit this proposal. If you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

REESE HACKMAN



Mark D. Layfield, PE, LEED AP
Partner

Blundall Associates, Inc.

Construction Cost Consultants
Quantity Surveyors
Project Managers

June 3, 2026

Mary Schambach
Project Manager
Barker Rinker Seacat Architecture
Sent via Email to Mary Schambach | BRS <maryschambach@brsarch.com>

Dear Mary Schambach:

Re: Lockhart Rec Center
(Renovation of Existing Cinema Building)
Lockhart, Texas

The following is our proposal to provide construction cost consulting services for the above-referenced project for work as generally outlined in your email of June 2, 2026, and the documents attached thereto.

A. SERVICES

1. We will provide a “detailed” schematic design phase estimate of construction costs prepared by way of measuring all major components of the work and pricing at unit rates applicable to a competitively bid project in central Texas. The estimate will comprise a summary sheet and appropriate “details” for all applicable architectural, structural, mechanical, electrical and site development trades.

2. We will provide a detailed design development phase estimate of construction costs prepared by way of measuring all major components of the work and pricing at unit rates applicable to a competitively bid project in central Texas. The estimate will comprise a summary sheet and appropriate details for all applicable architectural, structural, mechanical, electrical and site development trades.

3. We will provide a detailed 50% construction document phase estimate of construction costs prepared by way of measuring all major components of the work

and pricing at unit rates applicable to a competitively bid project in central Texas. The estimate will comprise a summary sheet and appropriate details for all applicable architectural, structural, mechanical, electrical and site development trades.

B. FEES

1. Our fee for preparing the schematic design phase estimate will be the sum of $3,950.00 (Three Thousand Nine Hundred Fifty Dollars).

2. Our fee for preparing the design development phase estimate will be the sum of $5,985.00 (Five Thousand Nine Hundred Eighty-Five Dollars).

3. Our fee for preparing the 50% construction document phase estimate will be the sum of $6,975.00 (Six Thousand Nine Hundred Seventy-Five Dollars).

4. We have not included time or travel expenses to attend meetings away from our home office location. It is assumed that all transfer of information can be done electronically by way of telephone conferences and/or by way of video conferencing.

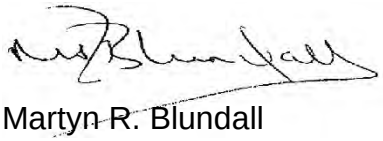
5. THE ABOVE-ENUMERATED FEES DO NOT INCLUDE TIME FOR OUR PARTICIPATION IN ESTIMATE RECONCILIATION MEETINGS WITH A CONSTRUCTION MANAGER OR OTHER THIRD-PARTY ESTIMATE PROVIDER. IF THESE ADDITIONAL SERVICES ARE REQUESTED, THEY WILL BE BILLED AT OUR HOURLY RATES AS LISTED BELOW.

Position	Rate
Principal	$ 195.00
Project Manager/Estimator	180.00
Senior Estimator	120.00
Estimator – Level 1	110.00
Estimator – Level 2	103.50
Estimator – Level 3	90.00
Estimator – Level 4	75.00
Entry Level/Intern	60.00

Thank you for this opportunity to be of service to you. If you have questions concerning the proposal, please call.

Yours very truly,

BLUNDALL ASSOCIATES, INC.



Martyn R. Blundall
President

iBIMsolutions

June 19, 2026

Jason Ringdahl, AIA
Senior Principal
Barker Rinker Seacat Architecture
990 South Broadway, Suite 222
Denver, Colorado 80209

RE: Building Information Consulting Services
Lockhart Recreation Center – Lockhart, TX
iBIMsolutions Project #26-132.00

Jason;

iBIMsolutions, llc (iBIM) is pleased to submit this Proposal and letter of Agreement to Barker Rinker Seacat Architecture (BRS) for building information consulting services associated with the proposed Lockhart Recreation Center to be located in Lockhart, Texas (Project). The Project is generally described as a conversion of an existing 13,800 sf (approximate) PEMB into a "Theater" recreation center. The Project will also include a new building addition of approximately 2,000 sf. The converted facility is anticipated to include a basketball court, fitness spaces, community room with catering kitchen, and limited administration/support spaces.

The Project is not intended to pursue LEED or any other structured sustainable design certifications at this time. However, it is acknowledged that the Owner may wish to include "best practices" sustainability features in the design; the specifics of which will be determined as a matter of course during the Design phase of the Project.

BRS and iBIM agree to work collaboratively with each other in the performance of these services.

DESCRIPTION OF SERVICES

Working in conjunction with and under the direction of designated individuals at BRS, iBIM will perform the following services:

Basic Services:
- Architectural construction specifications.
- Structural construction specifications.
- Geotechnical-related earthwork and paving construction specifications.
- Coordinate consultant specifications with architectural specifications.

Optional Services:
- Additional procurement and construction phase services.

Time of Performance: Based on recent communications, the basic milestone schedule for the project has not been established at this time; however, the schedule is assumed to approximate the following:

- Design Development Phase Completion – October 2026 (TBD)
- Construction Documents Phase Completion – January 2027 (TBD)

For the purposes of this proposal and Agreement, we therefore assume that Basic Services through the Bidding/Negotiation Phase are to be completed on or before January 31, 2027. If this date for completion requires modification, particularly to an earlier date, BRS will notify iBIM in sufficient time to permit iBIM to reasonably complete the required services according to the modified schedule for completion.

Project Delivery: The project delivery method for the Project is a negotiated CMAR (CMGC) general contract; the CMGC entity has not yet been determined as of this date. The Construction Document Phase final specifications will be produced in a single Subcontractor Bid/Permit Package. Included in the fee proposal is the assumption that all interim drafts including 100% DD will be published as a single document.

BRS will provide iBIM with hard-copies or electronic .pdf files of half-size project Drawings and all required product data minimum 14 working days prior to each Project phase deliverable for use in developing the specifications. BRS will also provide electronic copies of other documents including but not limited to product data, property survey, geotechnical and other reports (if any), and other such documents as may be necessary for iBIM to develop the specifications for this project.

Descriptions of basic services above are very general; more detailed descriptions of listed services are included below.

ARCHITECTURAL CONSTRUCTION SPECIFICATIONS

Using BRS's master guide specification system prepared by iBIM, iBIM will prepare architectural specifications, based on materials and product/system selections made by BRS.

The following are **INCLUDED** in the basic services fee for architectural construction specifications:

- Division 01 – General Requirements specifications, incorporating any special administrative requirements required by either BRS or the Owner. This assumes that iBIM/BRS's master Division 01 General Requirements specifications will be incorporated and integrated with the overall specification; use of an Owner-generated or other Division 01 General Requirements package that is not substantially compatible with iBIM/BRS's Division 01 master specifications system may require additional fees for integration and other associated costs.
- Architectural specifications generally included in Divisions 02 through 14.
- Progress specifications for Design Development Phase only as noted above.

The following are **EXCLUDED** from the basic services fee for architectural construction specifications:

- Bidding and procurement requirements documents.
- General and Supplementary Conditions of the construction contract.
- Preparation of documentation for extensive bid or scope alternates.
- Preparation of extensive addenda to the bidding documents.
- Incorporation of a Division 01 General Requirements package that is not substantially compatible with iBIM/BRS's master specifications system.
- Specification Sections in Divisions 21 through 28 (MEP and Special Systems).
- Specification Sections in Divisions 31-35 (Site Construction and Non-Conventional Foundation Systems), except as otherwise specifically included in other provisions of this proposal.
- Preparation of special consultant specification Sections, or portions thereof, in Divisions 02 through 39; these include but may not be limited to landscape architecture, civil engineering, food service, extensive audio/visual, acoustics, door hardware, fire protection and life safety, and other consultants not listed which may be retained by BRS or the Owner.
- Editing, typing, or formatting of the specifications prepared by other consultants on the Project.
- Project design, code research, or similar consulting.

- Cost estimating.
- Construction Drawings, BIM Information, and coordination of Drawings.
- Updating of Specifications to include addenda, modifications, or as-built conditions, etc.
- Review of value engineering items.
- Preparation of Submittal lists or matrices.
- Construction contract administration phase services, including review of submittals, substitutions, construction means, methods, techniques or sequences, etc.

Periodically (if provided in this Agreement), and at the conclusion of the architectural construction specifications preparation process, iBIM will transmit the specifications and other documents prepared by iBIM electronically in Microsoft Word format and portable document format (.pdf) to BRS. BRS, as the Design Professional of Record, will review the specifications and other documents prepared by iBIM and accept them as adequate and sufficiently complete for their intended purpose prior to issuance/publication for procurement and construction.

STRUCTURAL CONSTRUCTION SPECIFICATIONS

Using BRS's *Consultant Specifications Guidelines* documents and applicable specifications master Sections provided by iBIM, iBIM will assist in the preparation and coordination of structural engineering consultant specifications, which will be edited by the Project structural engineer and produced by iBIM on BRS's master specifications system. The structural engineer assumes appropriate responsibility for the content of these Sections, and iBIM is only serving as an assistant in their preparation and coordination with the other Sections in the Project Manual.

Alternative: iBIM will assist in the preparation and coordination of structural engineering consultant specifications, which will be prepared by the Project structural engineer using its own specifications masters. iBIM can upload these specifications Sections into the SpecLink data base, to achieve consistent page and Section formatting, but will only review these specifications for coordination with Division 01 – General Requirements specifications, general architectural aspects of these Sections (if any), and general Section and page formatting.

GEOTECHNICAL-RELATED EARTHWORK AND PAVING CONSTRUCTION SPECIFICATIONS

Using applicable specifications master Sections provided by iBIM, iBIM will assist in the preparation and coordination of geotechnical-related earthwork and paving specifications, which will be initially drafted and produced by iBIM on BRS's master specifications system according to Owner-accepted geotechnical recommendations provided to iBIM by BRS. The drafts will be reviewed and ultimately approved by BRS, the geotechnical consultant, and other affected consultants as applicable. The geotechnical engineer and other affected consultants, as applicable, assume appropriate responsibility for the content of these Sections, and iBIM is only serving as an assistant in their preparation and coordination with the other Sections in the Project Manual.

Alternative: iBIM will assist in the preparation and coordination of geotechnical-related earthwork and paving specifications, which will be prepared by the Project civil engineer using its own specifications masters. iBIM can upload these specifications Sections into the SpecLink data base, to achieve consistent page and Section formatting, but will only review these specifications for coordination with Division 01 – General Requirements specifications, general architectural aspects of these Sections (if any), and general Section and page formatting.

COORDINATE CONSULTANT SPECIFICATIONS WITH ARCHITECTURAL SPECIFICATIONS

Using BRS's *Consultant Specifications Guidelines* documents, iBIM will assist in the coordination of BRS's other consultant specifications, which we understand are limited to landscape architecture, civil engineering, food service, acoustics, aquatics, mechanical, plumbing and electrical engineering, fire protection and life safety. iBIM

will not review or comment on the technical content of these specifications, which is the responsibility of each consultant. iBIM will only review these specifications for coordination with Division 01 – General Requirements specifications, and for general Section and page formatting.

OPTIONAL: ADDITIONAL PROCUREMENT AND CONSTRUCTION PHASE SERVICES

iBIM offers additional services, at BRS's option and upon written direction of BRS, including the following:

- **Bidding / Procurement Phase:** Consultation regarding requests for information / interpretation, substitution requests, and similar issues that may arise during this phase; a fixed fee is included in basic services for limited work required during this phase.
- **Construction Phase (Limited):** Consultation regarding requests for information / interpretation, substitution requests, submittals, and similar issues that may arise during this phase.

Information provided by iBIM associated with these optional additional services will be provided as an opinion only, with no guarantee or warranty expressed or implied by iBIM as to the accuracy or correctness of such opinions. BRS accepts responsibility, as the Design Professional of Record, for the use of such opinions or for its election to not use such opinions in its responses to the originator of a subject document.

These optional services may also include preparation of "record document" specifications, based on information provided to iBIM by BRS at the conclusion of the construction phase of the Project. Since the time required to prepare this document cannot be quantified with certainty at this time, the fee amount quoted below is considered a "budget", which will not be exceeded without prior written consent of BRS.

Optional additional procurement and construction phase services will be provided according to iBIM's hourly rates, established by written agreement between iBIM and BRS.

FEE PROPOSAL

Based on the description of required services and other provisions contained in this Proposal and Agreement, iBIM proposes to provide building information consultation services for the following fees:

Basic Services:

• Architectural Construction Specifications:	$ 8,000.00
• Structural Construction Specifications:	$ 900.00
• Geotechnical-related Earthwork and Paving Construction Specifications:	$ 600.00
• Coordinate Consultant Specifications with Architectural Specifications:	Included
TOTAL	**$ 9,500.00**

Optional Services:

• Additional Procurement and Construction Phase Services:	Hourly Max. $ 1,800.00
• Record Documents:	Hourly Max. $ 1,800.00

For Optional Services, or if any other additional services are required, they are available at a negotiated lump sum or at the Calendar Year 2026 hourly rates listed below. The hourly rates are subject to modification after 12 months from the date of this Proposal and Agreement letter:

- Gregory Markling – Senior Consultant: $ 200.00/hr
- Administrative Support: $ 50.00/hr
- Reimbursable Expenses (Budget): $ 200.00
  Includes mileage (at prevailing Government rate), out-of town travel, printing and other related expenses; itemized and supported by receipts and logs, etc.

The fee amounts itemized in this Proposal and Agreement are valid for 30 days from this Proposal date, unless accepted in writing for an Agreement. After 30 days, fee amounts may be subject to adjustment. If certain fee amounts are subject to retainage (incomplete monthly payments), this Proposal may require renegotiation.

Invoices will be submitted monthly during the first week of each month, or on the date required by BRS to facilitate prompt payment, and are due and payable in full within 30 days of receipt. Payments not received within 30 days of invoice date may be cause for iBIM to stop work until payment is received.

CONTRACT LIMITATIONS

iBIM is responsible for only those consulting services which are specifically enumerated as included in this Proposal and Agreement. iBIM is performing these services as an independent consultant under the direct supervision of BRS as the Design Professional of Record. iBIM is not performing these services as a design professional, and makes no guarantee or warranty that the work product will be complete or error-free in all respects.

iBIM's Agreement with BRS cannot be assigned to another entity without the written consent of iBIM.

iBIM carries and will endeavor to maintain professional liability insurance in the amount of $1,000,000 per occurrence, with a $1,000,000 aggregate limit. Liability for any alleged errors or omissions in iBIM's work product or other services it performs is limited $250,000, or to the amount available under the terms and conditions of its professional liability insurance policy upon the date of settlement of any claim, whichever is the lesser amount.

ACCEPTANCE

Upon your review and approval of this Proposal and Agreement, please sign a copy of this Agreement and transmit an electronic copy to this office. Please retain a copy for your records.

[See next page]

iBIMsolutions, llc sincerely appreciates the opportunity to provide these services to BRS Architecture, and we look forward to working with you on this exciting project.

Sincerely,
iBIMsolutions, llc

Gregory J. Markling, FCSI, SCIP, NCARB, CCS, CCCA, LEED AP BD+C
Member-President

Signature of Acceptance:

By: _____ Date: _____
With authority for and on behalf of BRS Architecture

RESOLUTION NO. 2025-27

WHEREAS, the City currently owns the former Hometown Cinema facility ("Facility"), located at 120 W MLK Industrial Blvd, in the City of Lockhart, Caldwell County, Texas; and

WHEREAS, the City has determined that the Facility should be renovated to serve as a Recreation Center ("Center"); and

WHEREAS, City Staff completed a Request for Qualifications ("RFQ") process and selected BRS Architecture as the recommended firm to design and construct the Center; and

WHEREAS, the City has lawfully available funds to construct and operate the Facility.

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

Section 1. All of the above recitals are hereby found to be true and correct legislative findings of the City Council of the City of Lockhart (the "City Council"), and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Section 2. The City Council approves an agreement with BRS Architecture to conduct a Feasibility Study for the design, construction, and operation of the Center, as well as a potential future Recreation Facility.

Section 3. The Mayor is authorized to execute said agreement and any documents in connection therewith.

Section 4. The City Council authorizes the City Manager to negotiate a contract with BRS Architecture for the development and construction of the Center upon the completion of the feasibility study, and return said contract to City Council for approval.

Section 5. The City Council hereby finds and determines that sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted as a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Texas Open Meetings Act, contained in Chapter 551 of the Texas Government Code, as amended, and that this meeting was open to the public and the subject matter of this Resolution and its contents have been discussed, considered and formally acted upon by the City Council. Further, the City Council ratifies, approves and confirms such written notice and the contents and posting thereof, and the foregoing fully complied with all applicable law.

Section 6. If any part of this Resolution is ever declared invalid or unenforceable for any reason, the remainder of this Resolution shall remain in full force and effect.

Section 7. This Resolution shall be effective from and after its passage by the City Council.

PASSED AND APPROVED by the City Council of the City of Lockhart, Texas, the 2nd day of September 2025.

CITY OF LOCKHART TEXAS

Lew White

Lew White, Mayor

ATTEST:

Julie Bowermon

Julie Bowermon, City Secretary

APPROVED AS TO FORM:

Bradford E. Bullock, City Attorney

BARKER RINKER SEACAT
ARCHITECTURE

LOCKHART RECREATION CENTER

INTRODUCTIONS - YOUR TEAM

JASON
RINGDAHL

ARCHITECT

PRINCIPAL-IN-CHARGE

BARKER RINKER SEACAT ARCHITECTURE

MARY
SCHAMBACH

PROJECT MANAGER

BARKER RINKER SEACAT ARCHITECTURE

MICK
MASSEY

PLANNER/PROGRAMMING

TEXAS REGIONAL DIRECTOR

BARKER RINKER SEACAT ARCHITECTURE

LANDSCAPE ARCHITECT:

halff

OPERATIONS:

BALLARD*KING & ASSOCIATES LTD
Recreation Planning and Operations Consultants

COST ESTIMATOR:

BLUNDALL ASSOCIATES, INC.

BARKER RINKER SEACAT ARCHITECTURE

*** ALL TEAM MEMBERS ARE ALSO ON THE OUTDOOR AQUATICS PROJECT**

BRS FIRM BACKGROUND

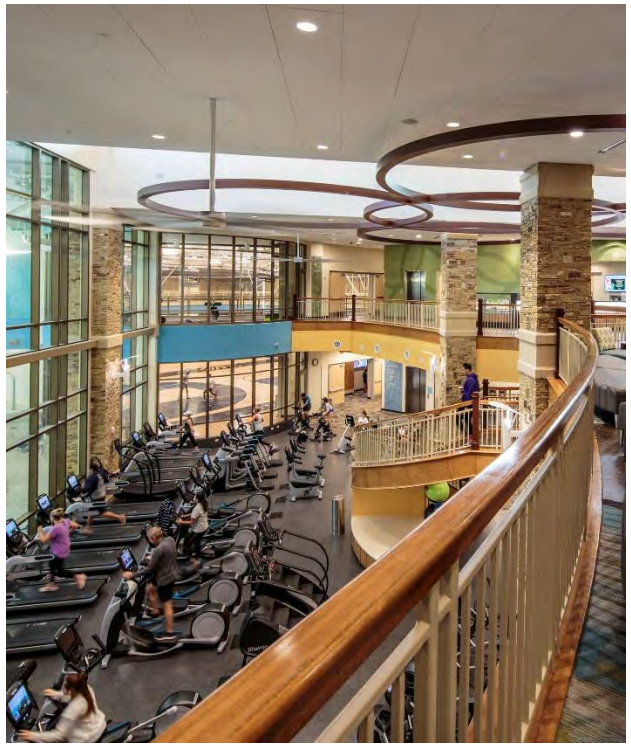
50 YEARS OF CONTINUOUS PRACTICE
COMMUNITY RECREATION EXPERTISE

350+ COMMUNITIES ASSISTED
PUBLIC RECREATION PROJECTS NATIONWIDE

90% OF OUR WORKLOAD & EXPERIENCE IS IN
RECREATION & AQUATIC DESIGN

20-30 ENGAGEMENTS A YEAR AT RECREATION
CONFERENCES & PUBLIC SPEAKING

1.5M MILLION SQUARE FEET DATABASE OF
RECREATION FACILITIES BENCHMARKING



RECREATION IS OUR FOCUS

BENCHMARK NETWORK
RECREATION

20 BRS FACILITIES
ANNUAL SURVEY

10 states

1.5 M sq. ft.

REC CAMP

7TH ANNUAL CONFERENCE IN 2025
COMMUNITY, ARCHITECTURE, MANAGEMENT, PLANNING

4 sessions

7 tours

TEXAS RECREATION & PARK SOCIETY

9 RECREATION CONFERENCES IN 2024
8 ARTICLES IN 2024

11 presentations

8 publications

UNT

PILOT STUDY
HOW PUBLIC REC AFFECTS PRIVATE FITNESS

9 communities

7 events

WHY BRS & THIS TEAM?

RECREATION IS A PRIORITY FOR LOCKHART

Top Priorities

#1 CONSTRUCT A NEW AQUATICS FACILITY (INDOOR/OUTDOOR)
34% VOTED AS TOP PRIORITY

#2 IMPROVEMENTS / MAINTENANCE OF EXISTING PARKS AND RECREATION FACILITIES
23% VOTED AS TOP PRIORITY

#3 DEVELOPMENT OF NEW INDOOR FACILITIES
13% VOTED AS TOP PRIORITY

Desired Park Types

#1 INDOOR FACILITIES, #2 OPEN SPACE/TRAILS, #3 LINEAR PARKS

MOST DESIRED

LEAST DESIRED

#4 SPECIAL USE PARKS, #5 LARGE PARKS, #6 SMALL PARKS

INDOOR RECREATION CENTER

CREATING THE CITY'S FIRST RECREATION CENTER

The community voiced a desire for an indoor recreation facility. A recreation center would best serve the community as a partnership between the City, Caldwell County, and the Lockhart ISD. As such, it is recommended that the three organizations partner to proceed with a feasibility study and locational analysis for the complex. The study should evaluate financial feasibility today and into the future, the best location for the development, and staffing and organizational structure options. The study should also evaluate the potential to allow sufficient space for a future expansion to include an indoor swimming center.

San Marcos Recreation Center

INDOOR REC CENTER PLANNING OPPORTUNITIES

- Strong demographic alignment for **family-focused, multi-use recreation**.
- High potential for **swimming**, **walking**, and **fitness-related use**—especially **unstructured activities**.
- **Price sensitivity** is a concern, but **community demand** and participation potential are present.
- A new indoor recreation center could provide:
  - **Flexible gymnasium** space
  - **Fitness** and **multi-purpose rooms**
  - **Affordable**, unstructured recreation for a wide range of age groups
  - Warm water leisure/therapy pool

Why a Feasibility Study?

COMMUNITY DRIVEN = COMMUNITY BUY-IN

PLAN FOR NOW AND THE FUTURE

INFORMED DECISION MAKING WITH EVIDENCE-BASED DATA

BALANCED SYSTEM = AVOID DUPLICATE PROGRAMMING

STRATEGIC ALIGNMENT OF SHORT- AND LONG-TERM GOALS

DUE DILIGENCE = STAKEHOLDER TRUST

ENHANCED FINANCIAL VIABILITY

HOMETOWN
CINEMAS
There's No Place Like Hometown
OPEN
NO PARKING

SYSTEM-WIDE APPROACH

Opportunity to Study Current & Future Recreation Needs Together

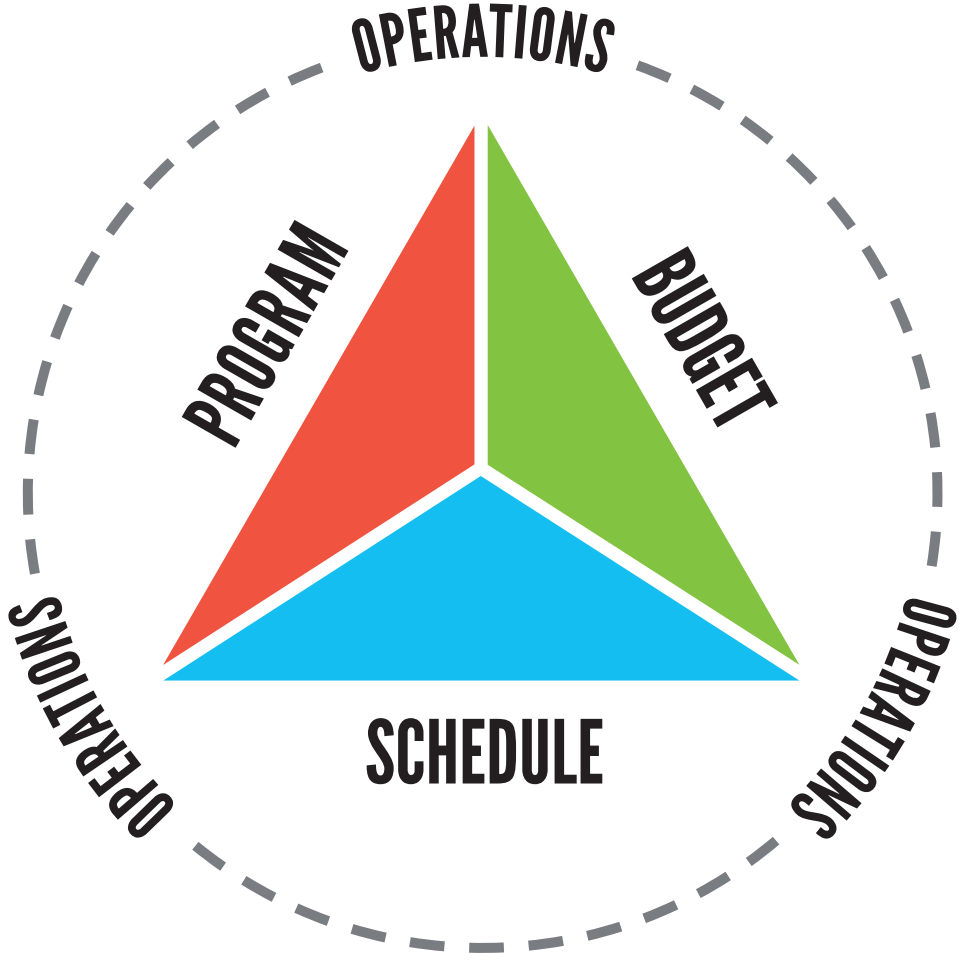
SITE FOR A FUTURE REC CENTER ADJACENT TO AQUATICS CENTER

SITE OF NEW REC CENTER

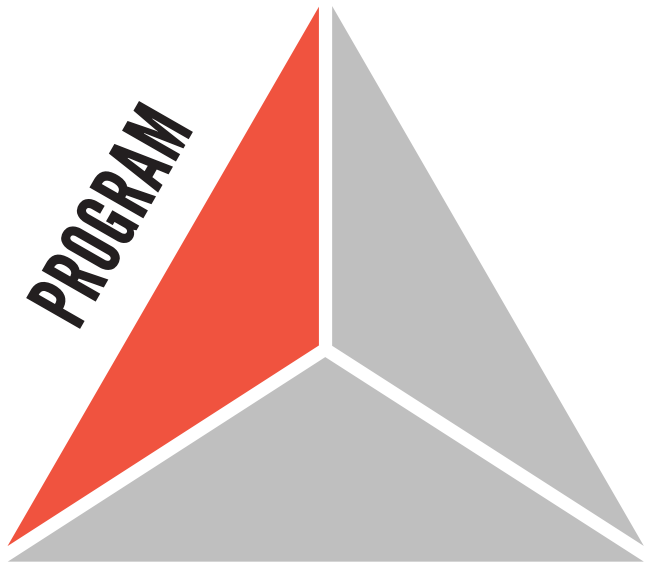
FUTURE RECREATION CENTER
AQUATIC CENTER

FINDING

THE RIGHT BALANCE



PROGRAM



COMMUNITY ENGAGEMENT

MANAGING EXPECTATIONS

ACTIVITY CAPACITY EXPERIENCE

Interactive Programming Input from the Community

PEOPLE

Who are the people of Lockhart and how do they want to be perceived?

PLACE

Where do people live, work and play? Tell us about landmarks of interest and places of pride.

PACE

What experiences are you looking for and what is your pace of life?

1. HOW DO YOU DESCRIBE WHERE YOU LIVE WHEN YOU ARE **AWAY** FROM HOME?
2. WHAT PLACES OR EVENTS MUST VISITORS EXPERIENCE WHEN THEY ARE **HERE**?
3. **WHY** DO YOU LIVE HERE?
4. HOW DO YOU WANT TO **BE** PERCEIVED AS A COMMUNITY?
5. HOW DO YOU **NOT** WANT TO **BE** PERCEIVED AS A COMMUNITY?

WISH LIST OF POSSIBILITIES

Competition swim

Indoor volleyball

Spin classes

Training pool

Dance classes

Senior Activities

Ninja course

Acting classes

Aquatic basketball

Pilates

Childcare

Basketball

Weddings/events

Rock climbing

Yoga

Pickleball

Art classes

Cooking classes

E-sports

Outdoor fitness

Splash pad

Walk/jog track

Aquatic volleyball

Slides

SORTING THE WISH LIST

AQUATIC CENTER

Competition swim

Water play feature

Training/Therapy pool

Ninja course

Aquatic basketball

Aquatic volleyball

Slides

TEMPORARY REC CENTER

Walk/jog track

Spin classes

Basketball

Indoor volleyball

Childcare

Yoga

Senior Activities

Pickleball

Pilates

FUTURE REC CENTER

Rock climbing

Outdoor fitness

Cooking classes

E-sports

Art classes

Dance classes

Acting classes

Weddings/events

Splash pad

Walk/jog track

Gymnasium

PROCESS

BASE PROJECT NEEDS

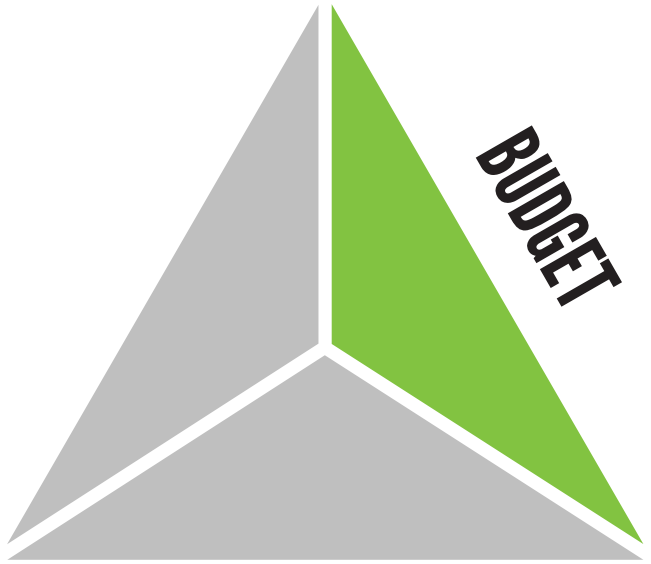
+

WISH LIST

PRIORITIZATION

Align with budget

BUDGET



“LIVE” ESTIMATING PROCESS

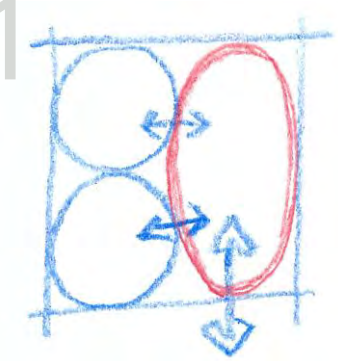
MANAGING EXPECTATIONS

CONTINUOUS ESTIMATING → SD ESTIMATE

CONTINUOUS ESTIMATING → DD ESTIMATE

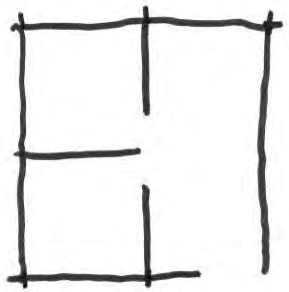
CONTINUOUS ESTIMATING → CD ESTIMATE

1



ASSESSMENT

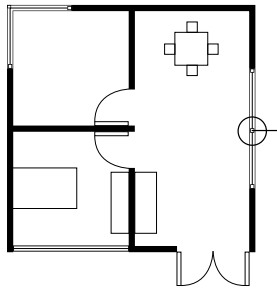
2



SCHEMATIC DESIGN

(SD)

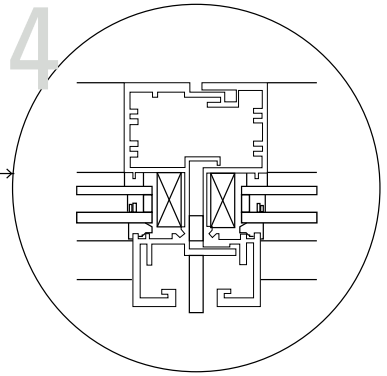
3



DESIGN DEVELOPMENT

(DD)

4



CONSTRUCTION DOCUMENTS

(CD)

5

CONSTRUCTION

VALUE-BASED DECISIONS

Aesthetics
Durability
Life-cycle Cost
Sustainability

TOTAL PROJECT COSTS

HARD COSTS

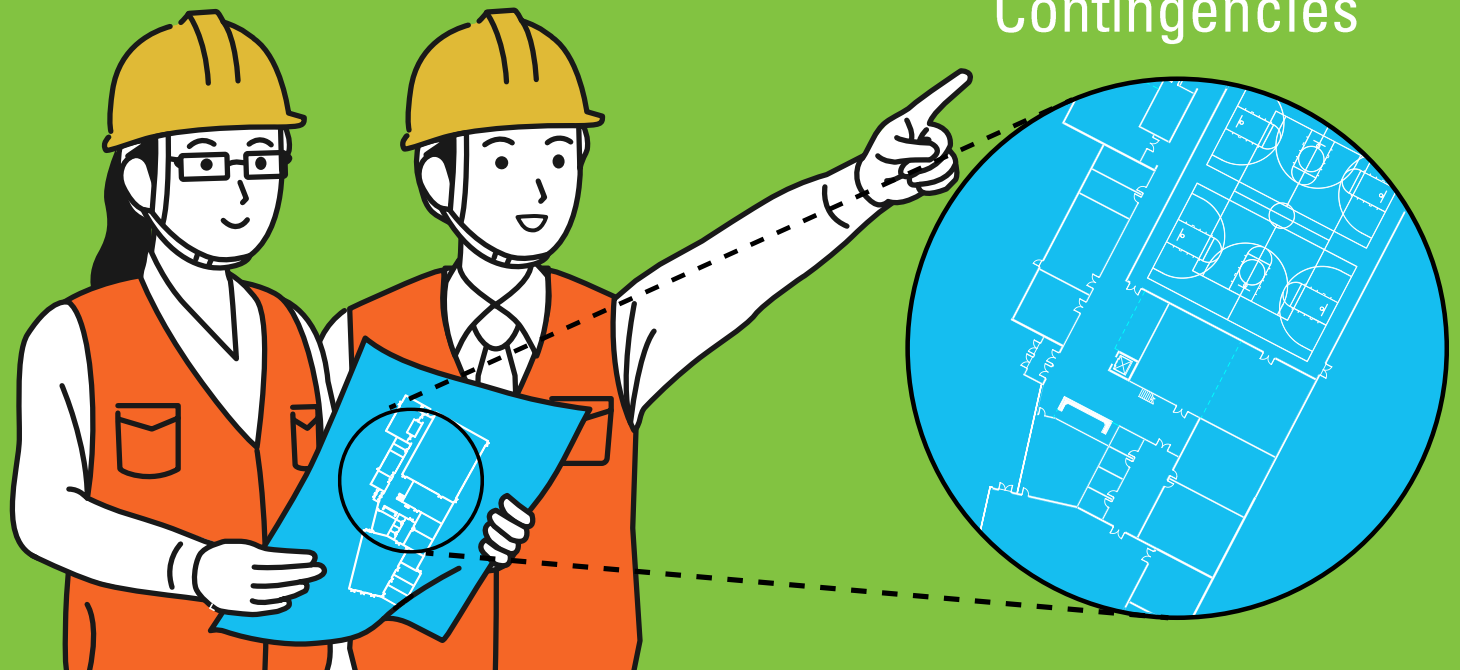
Construction
Material
Labor

SOFT COSTS

Design Fees
Development Fees
Equipment Mgmt Fees
Permitting
Contingencies

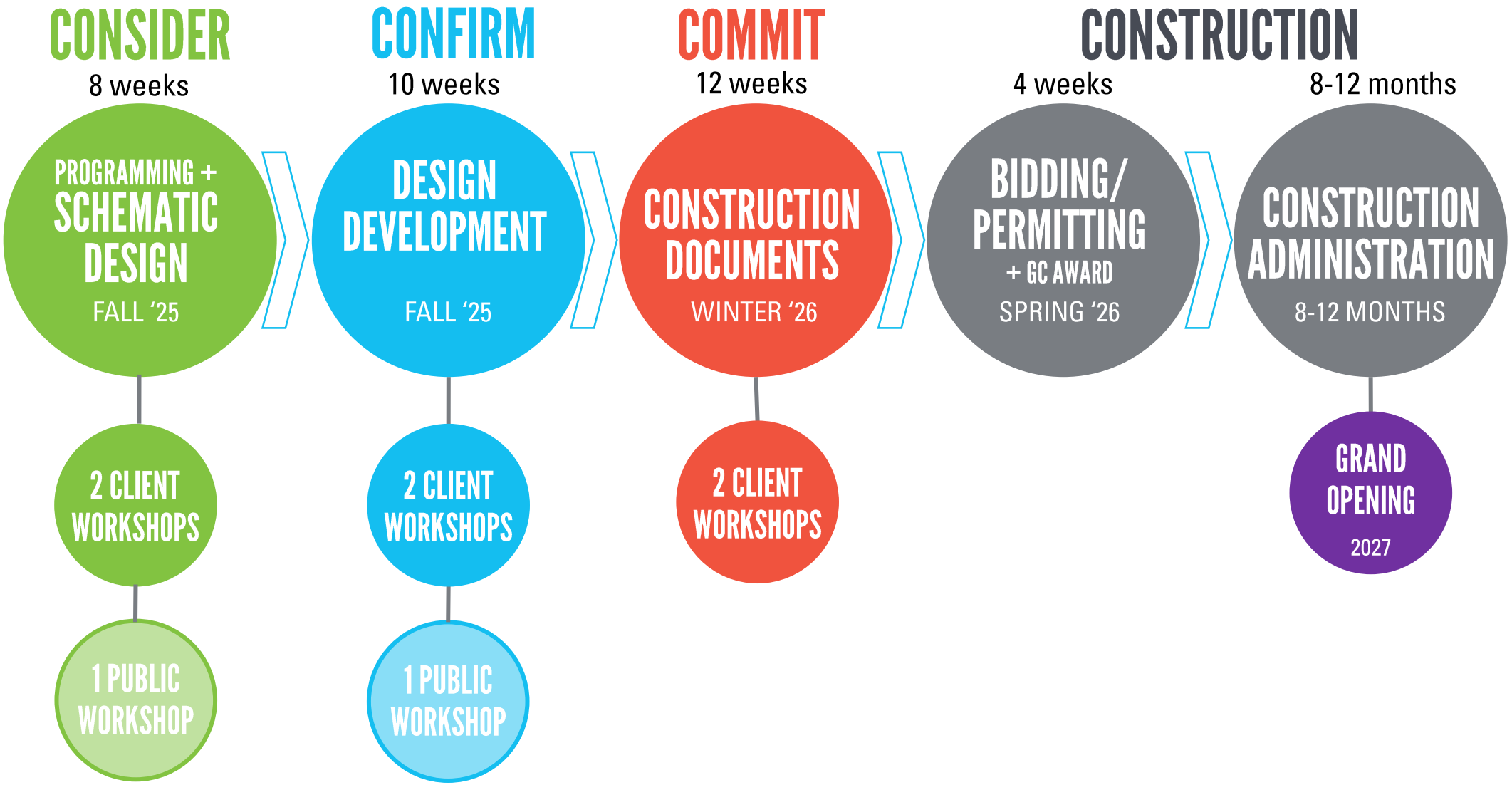
ESCALATION

Impact of Time



SCHEDULE

SCHEDULE



TOTAL DURATION = 16-20 MONTHS

THE 3 C'S

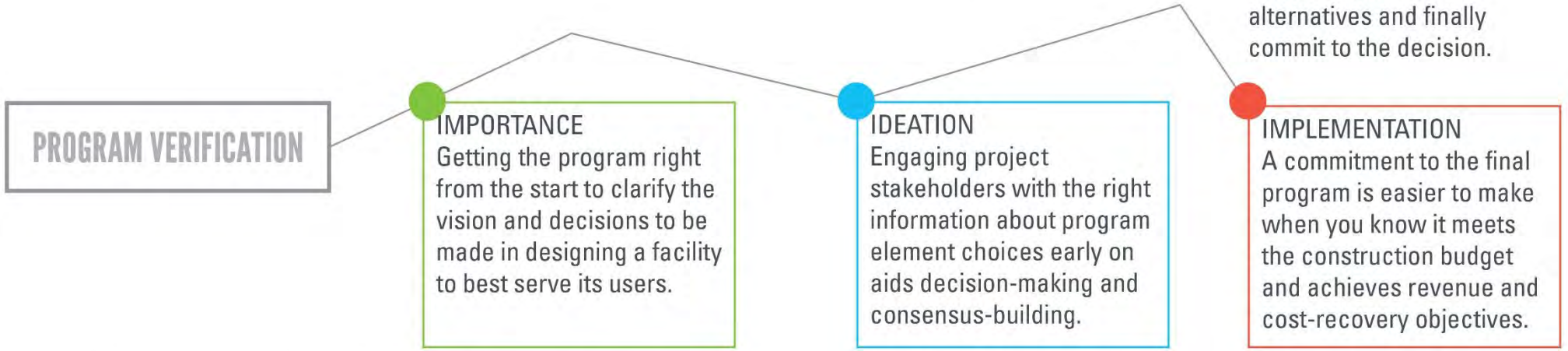
CONSIDER. CONFIRM. COMMIT.®

THE RIGHT DECISIONS AT THE RIGHT TIME WITH THE RIGHT INFORMATION

The first step is the "Consider" stage where we introduce the team to a decision point, be it a material choice or an alternative design approach.

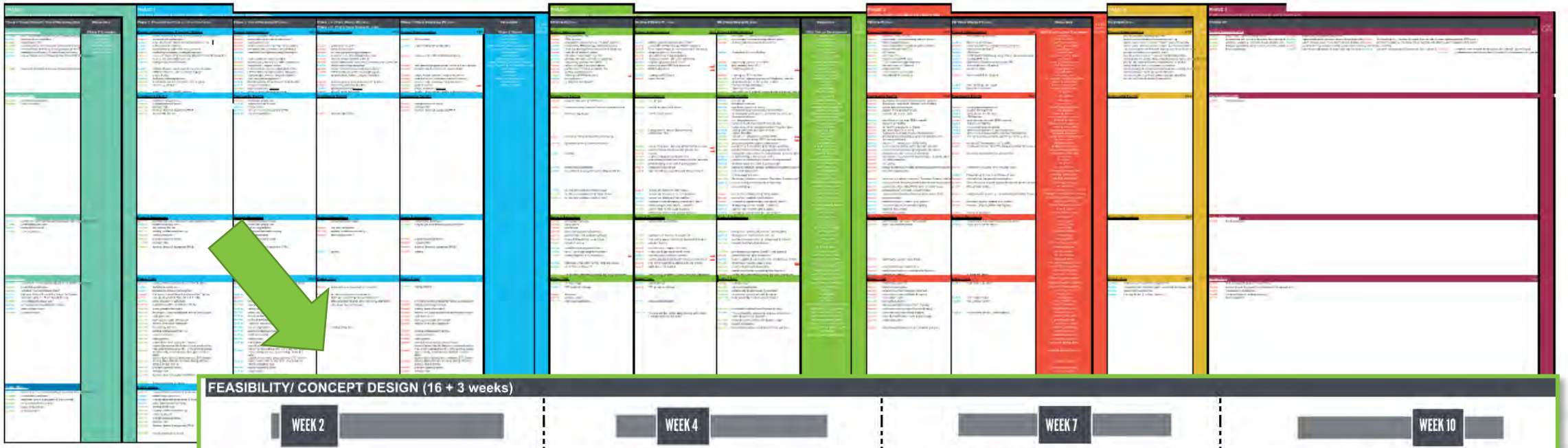
At the next workshop we will discuss the issue in depth, having had some time to understand the implications of the decision and "Confirm" the decision.

The following meeting we would "Commit" to the decision. This allows the client and the community to have enough time to fully understand the issues, research and consider alternatives and finally commit to the decision.



The three decision-making stages of the Owner's Decision Matrix.

OWNER'S DECISION MATRIX (ODM)

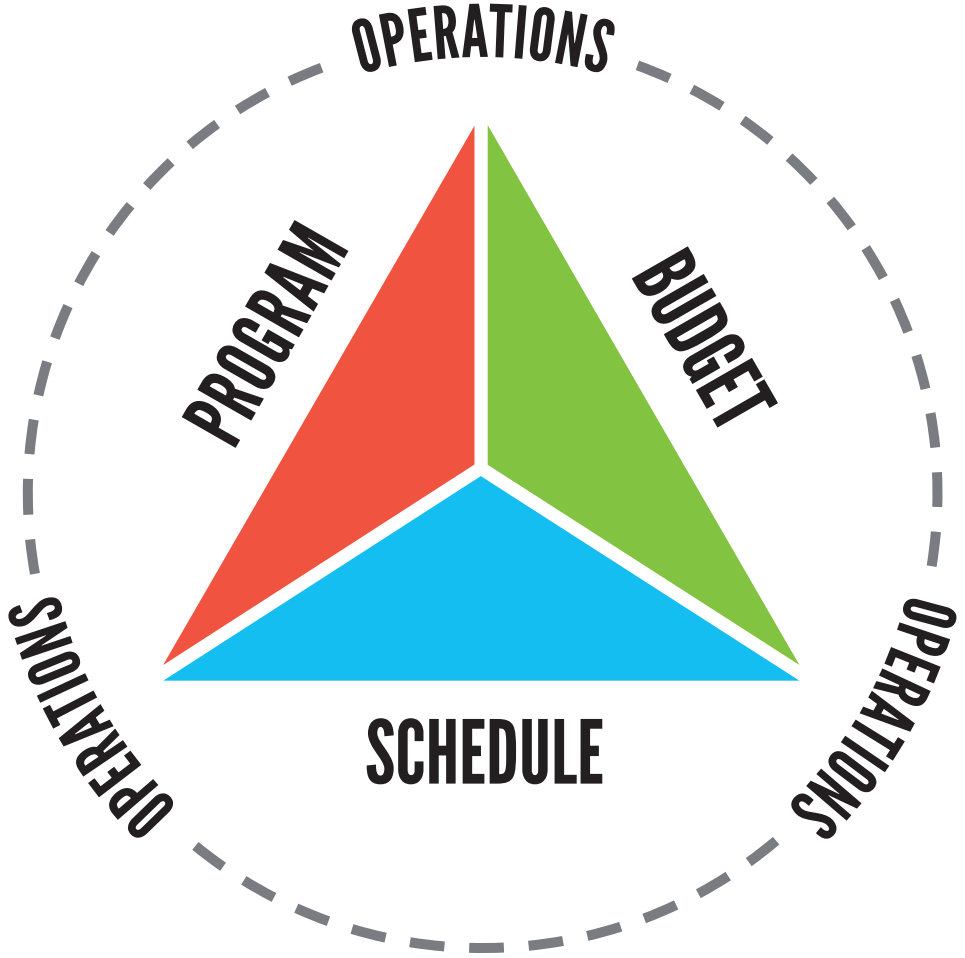


FEASIBILITY/ CONCEPT DESIGN (16 + 3 weeks)

WEEK 2 | WEEK 4 | WEEK 7 | WEEK 10

Feasibility Kickoff (date)		Feasibility Workshop #1 (date)		Feasibility Workshop #2 (date)		Feasibility Workshop #3 (date)	
Consultant Attendees:		Consultant Attendees:		Consultant Attendees:		Consultant Attendees:	
Project Administration	REF	Project Administration	REF	Project Administration		Project Administration	
Consider	client decision makers	Confirm	client decision makers	Commit	client decision makers		
Consider	conducting a focus group meeting	Commit	conducting a focus group meeting				
Confirm	public meeting schedule	Commit	public meeting #1	Commit	public meeting #2		
Consider	stakeholder group involvement	Confirm	stakeholder group involvement	Commit	stakeholder group involvement		
Consider	scope of site survey and procurement	Confirm	scope of site survey and procurement	Commit	scope of site survey and procurement		
Consider	soil information/Geotech start					Confirm	soil information/ Geotech in progress
Confirm	CMGC interview/selection process	Commit	CMGC interview/selection process				
Consider	card game	Commit	card game				
Consider	touring existing facilities	Commit	touring existing facilities				
Consider	defining guidelines	Confirm	defining guidelines	Commit	defining guidelines		
Consider	Phase I or II environmental impact /asbestos report	Confirm	Phase I or II environmental impact /asbestos report	Commit	Phase I or II environmental impact /asbestos report	Confirm	start of Phase I or II environmental impact
Consider	mission/vision statement draft + values	Confirm	mission/vision statement draft + values	Commit	mission/vision statement draft + values		
Consider	sustainable goals	Confirm	sustainable goals	Commit	sustainable goals		
Consider	site plan options	Confirm	site plan options			Commit	site plan

OPERATIONS


OPERATIONS
PROGRAM
BUDGET
SCHEDULE
OPERATIONS
OPERATIONS

OPERATIONS

DOING THE MOST WITH THE LEAST

PERFORMANCE

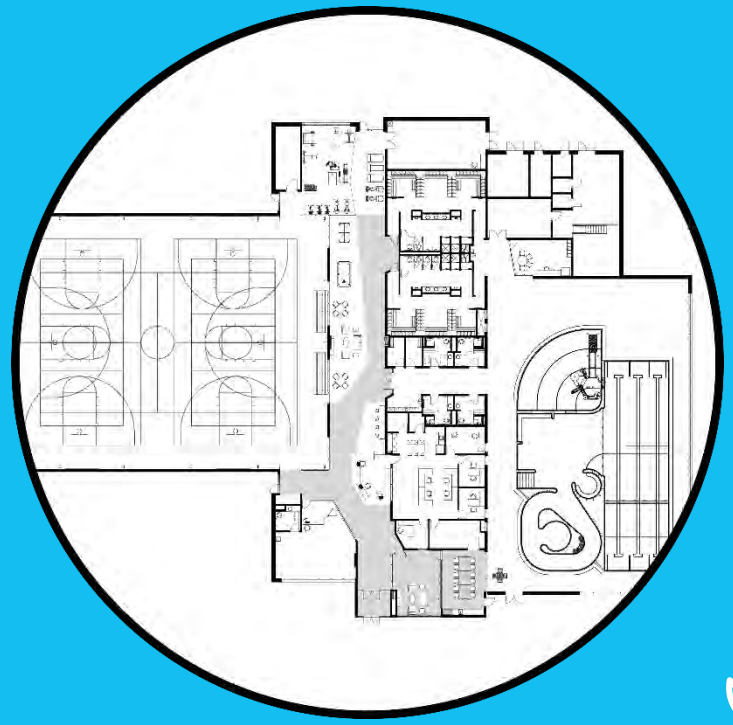
ACCOUNTABILITY

OPERATIONS

STAFFING

COST RECOVERY

HOURS OF OPERATION



FEES & CHARGES

CUSTOMER SERVICE

UTILITIES

SUPPLIES

LOCKHART COMMUNITY DASHBOARD

BIG PICTURE

Population
15,500

5,300
Households

Median Disposable Income
$58,000

INCOME

Median Household Income	Per Capita Income	Median Net Worth
$69K	$31K	$166K

Largest Group
2024 Females Age 30-34
Smallest Group
2024 Males Age 85+

Median Age
39

TAPESTRY LIFEMODES

Middleburg
36%

Front Porches
20%

Rustbelt Traditions
12%

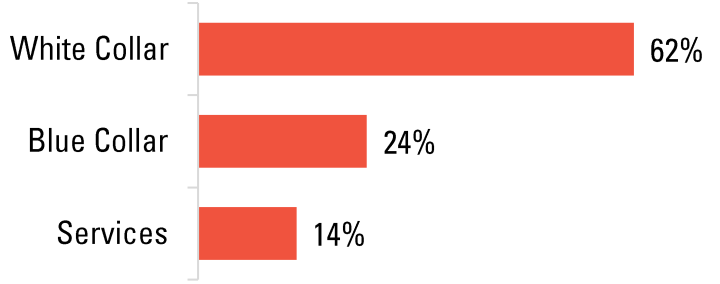
No High School Diploma
12%

42%
High School Graduate

25%
Some College

21%
Bachelor's/Grad/ Prof Degree

EMPLOYMENT



Unemployment Rate
2.4%

Source:

COST RECOVERY

01 Agency philosophy

02 Pricing strategies

03 Operational support

04 Inclusivity & equity

BENCHMARK NETWORK

18
centers

7
states

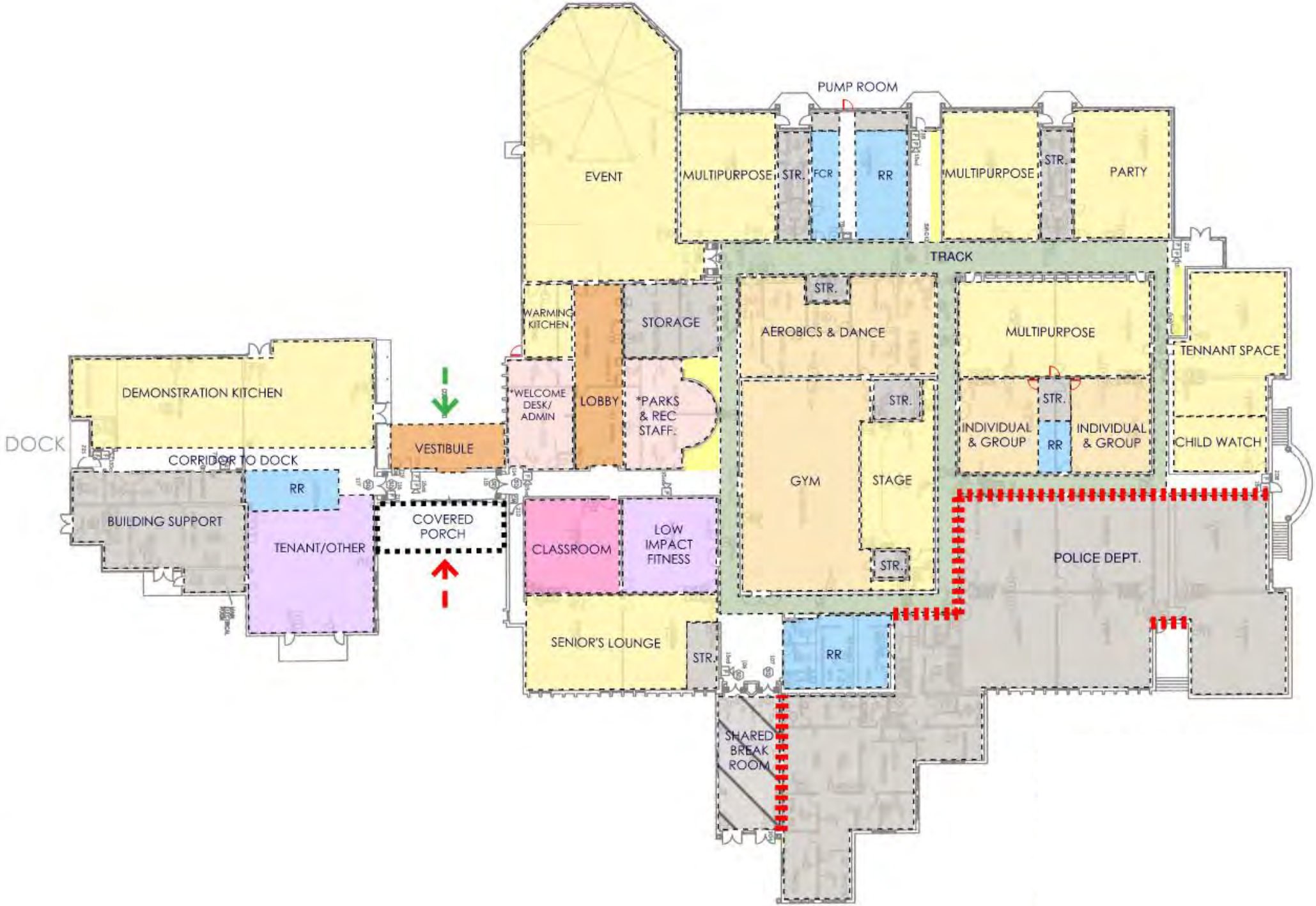
1.6 M
sq. ft.

BENCHMARK NETWORK
RECREATION

SIMILAR PROJECTS & EXPERIENCE

RETROFITTING A SCHOOL

MINT HILL RECREATION CENTER

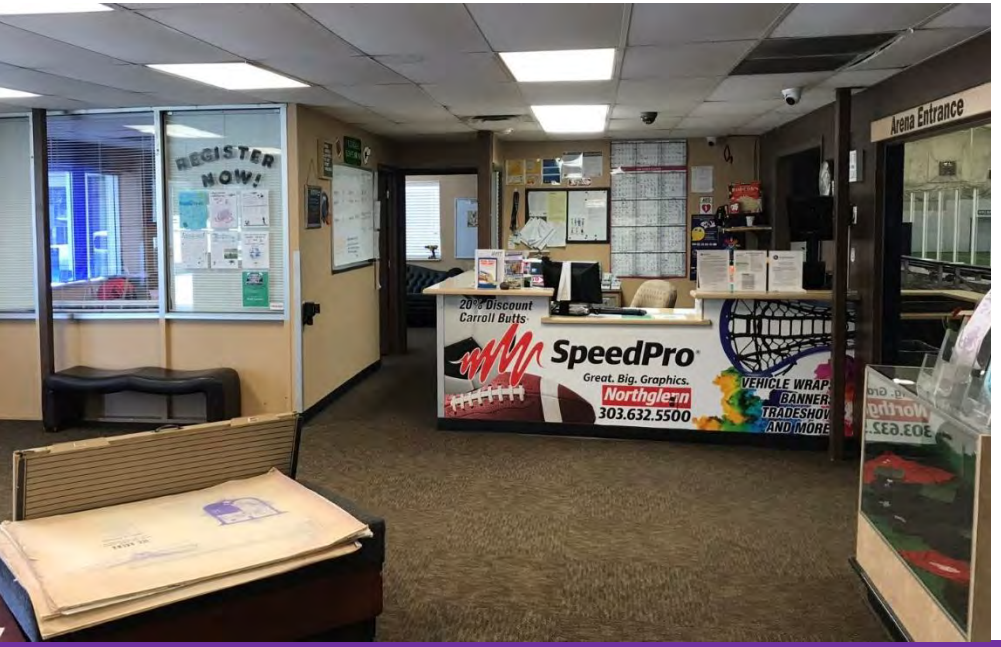

EVENT
MULTIPURPOSE
STR.
FCR
RR
PUMP ROOM
MULTIPURPOSE
STR.
PARTY
TRACK
STR.
AEROBICS & DANCE
MULTIPURPOSE
TENNANT SPACE
WARMING KITCHEN
STORAGE
DEMONSTRATION KITCHEN
*WELCOME DESK/ ADMIN
LOBBY
*PARKS & REC STAFF.
STR.
STR.
INDIVIDUAL & GROUP
RR
INDIVIDUAL & GROUP
CHILD WATCH
DOCK
CORRIDOR TO DOCK
VESTIBULE
GYM
STAGE
STR.
RR
BUILDING SUPPORT
TENANT/OTHER
COVERED PORCH
CLASSROOM
LOW IMPACT FITNESS
STR.
POLICE DEPT.
SENIOR'S LOUNGE
STR.
RR
SHARED BREAK ROOM

BARKER RINKER SEACAT ARCHITECTURE

BARKER RINKER SEACAT ARCHITECTURE

METAL BUILDING RETROFIT

HYLAND HILLS SPORTS CENTER



BEFORE

BARKER RINKER SEACAT ARCHITECTURE

HYLAND HILLS SPORTS CENTER

Sports Center
FDC

BARKER RINKER SEACAT ARCHITECTURE

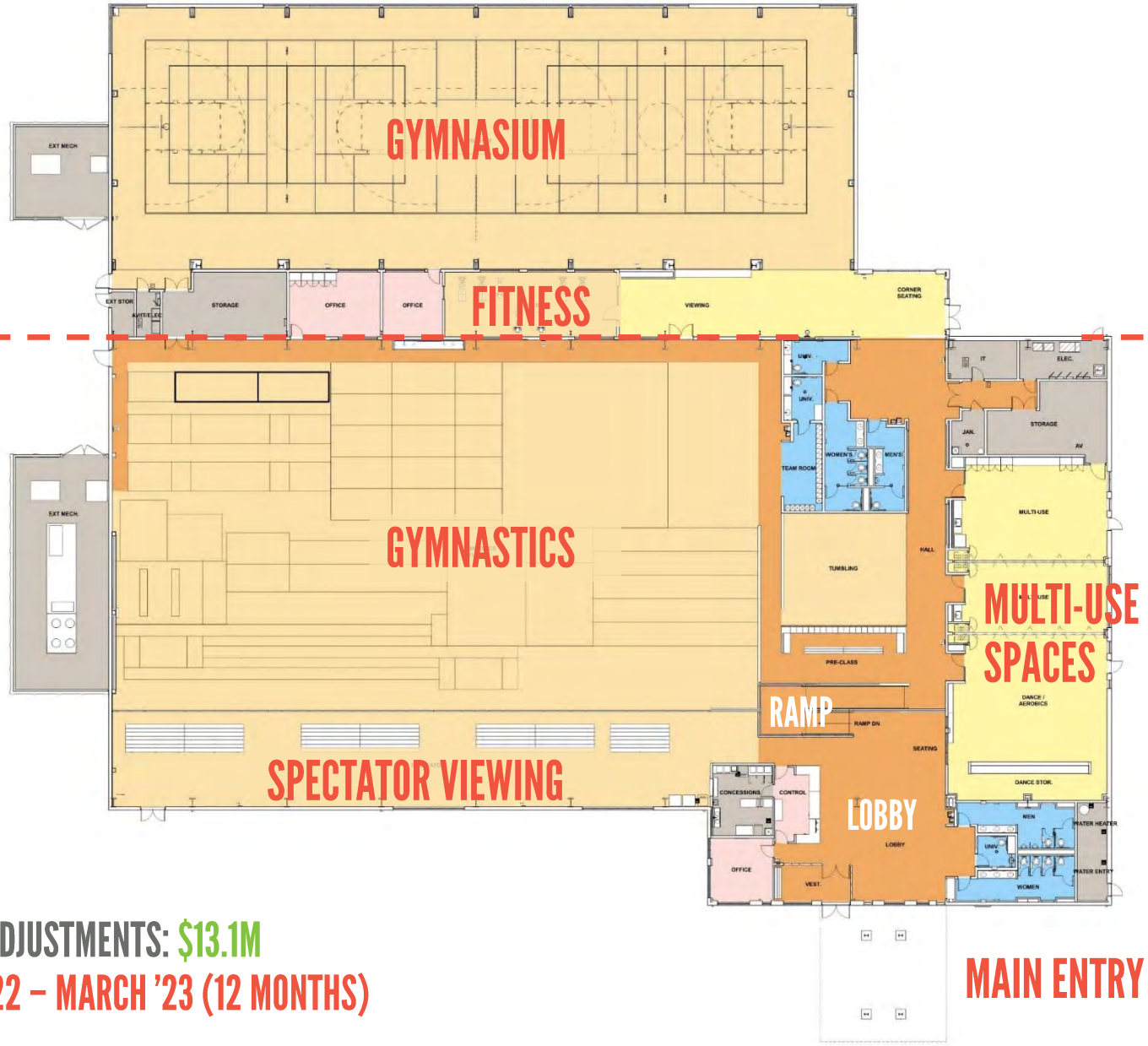
HYLAND HILLS SPORTS CENTER

AFTER

BARKER RINKER SEACAT ARCHITECTURE

HYLAND HILLS SPORTS CENTER

FLOOR PLAN



OVERALL AREA: 49,500 SF

GMP AFTER DESIGN REFINEMENT & ADJUSTMENTS: $13.1M

CONSTRUCTION SCHEDULE: MARCH '22 – MARCH '23 (12 MONTHS)

FLEXIBLE GYM SPACES

THE CORE (HOBBS, NM)

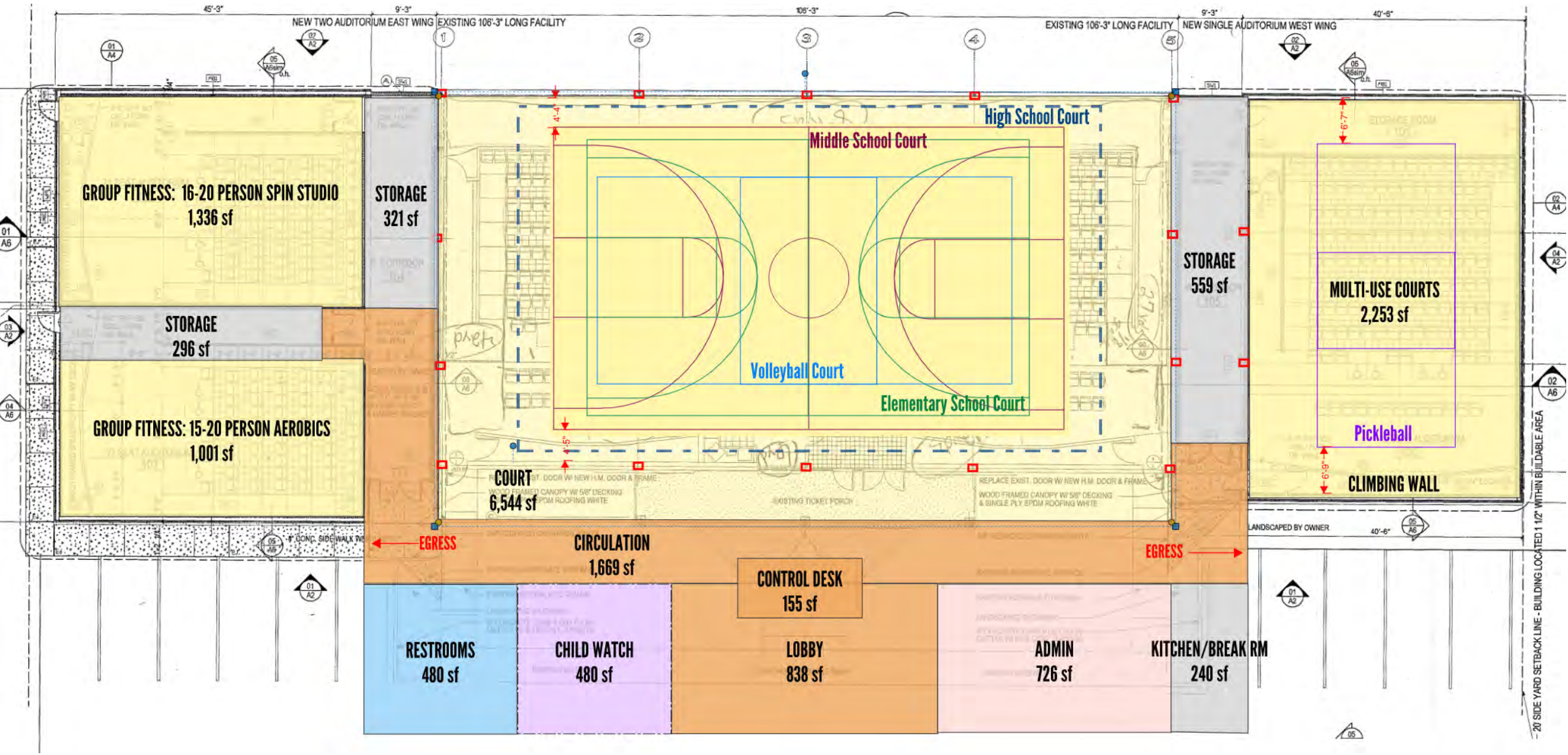
STAFF

BARKER RINKER SEACAT ARCHITECTURE

THE CORE

DIGITAL PLAY

YOUR PROJECT

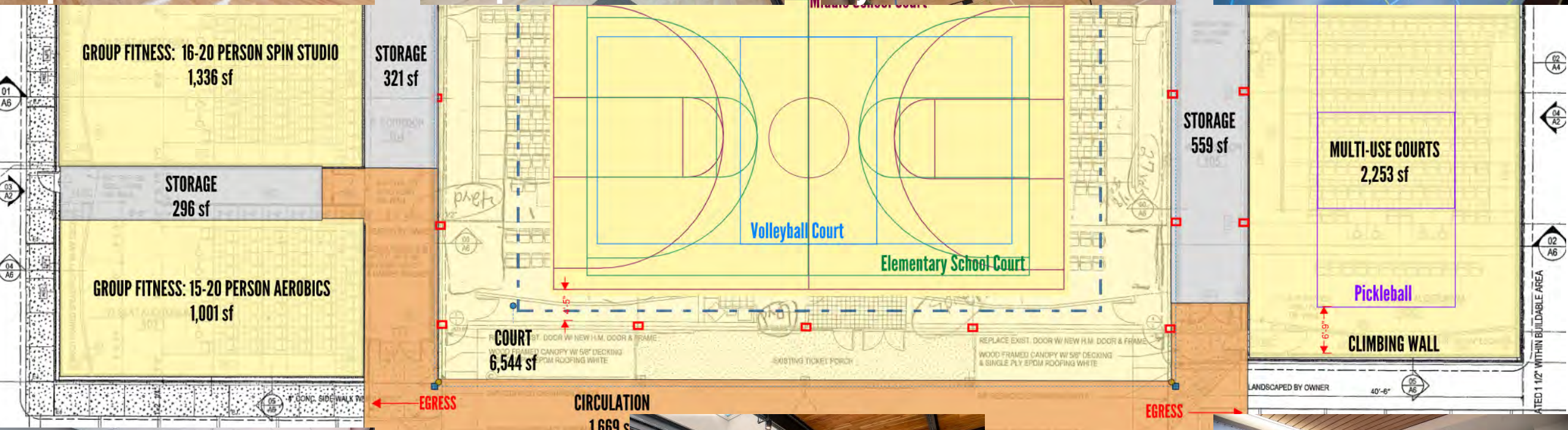

NEW TWO AUDITORIUM EAST WING
EXISTING 106'-3" LONG FACILITY
EXISTING 106'-3" LONG FACILITY
NEW SINGLE AUDITORIUM WEST WING
GROUP FITNESS: 16-20 PERSON SPIN STUDIO
1,336 sf
STORAGE
321 sf
STORAGE
296 sf
GROUP FITNESS: 15-20 PERSON AEROBICS
1,001 sf
High School Court
Middle School Court
Volleyball Court
Elementary School Court
COURT
6,544 sf
STORAGE
559 sf
MULTI-USE COURTS
2,253 sf
Pickleball
CLIMBING WALL
EGRESS
CIRCULATION
1,669 sf
EGRESS
CONTROL DESK
155 sf
RESTROOMS
480 sf
CHILD WATCH
480 sf
LOBBY
838 sf
ADMIN
726 sf
KITCHEN/BREAK RM
240 sf
LANDSCAPED BY OWNER
20' SIDE YARD SETBACK LINE - BUILDING LOCATED 1 1/2" WITHIN BUILDABLE AREA

Spin Studio

Group Fitness

Gym

Multi-Use Courts



Child Watch

RESTROOMS
480 sf

CHILD WATCH
480 sf

Lobby

ADMIN
726 sf

KITCHEN/E
240

Climbing Wall

Outdoor Courts or Fitness Amenities

We are not building a New recreation center...

We are building a community

WHY OUR TEAM?
THE EXPERTS IN RECREATION
DEEP EXPERIENCE IN METAL BUILDING RETROFITS
COMBINED EFFORTS = TIME & MONEY SAVED
BALANCED DESIGN, OPERATIONS, & BUDGET APPROACH

THANK YOU!
SOUTHWEST MUSEUM OF CLOCKS & WATCHES
Welcome to
HISTORIC LOCKHART
Welcome to
HISTORIC LOCKHART
BARKER
RINKER
SEACAT
ARCHITECTURE

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: July 21, 2026

AGENDA ITEM CAPTION: Discuss Resolution 2026-27 authorizing staff to submit a Texas Parks & Wildlife Department Local Park Grant Program application for improvements to Lions Park.

ORIGINATING DEPARTMENT AND CONTACT: Parks & Recreation - Travis Hughes

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION: City Council directed the Parks & Recreation Staff to apply to the Texas Parks & Wildlife Department (TPWD) Local Park Grant Program as a potential funding source for improvements to Lions Park. The Local Park Grant Program provides 50 percent matching grant funds on a reimbursement basis to eligible local governments for the acquisition and development of public park and recreation facilities. Grant-funded projects must remain dedicated for public park use in perpetuity.

City Council has authorized Parks & Recreation staff to apply for the full grant amount of $750,000.00 and will appropriate matching funds if the grant is awarded. The grant application deadline is August 1, 2026, and Texas Parks & Wildlife will announce the awarded recipients in January 2027. Parks & Recreation staff have finalized the project scope to match the proposed total funding amount of $1.5 million.

PROJECT SCHEDULE (if applicable): If awarded, the grant contract with Texas Parks & Wildlife will be executed in June 2027 and a RFQ for design and construction can be issued immediately afterward.

AMOUNT & SOURCE OF FUNDING:
Funds Required:
Account Number:
Funds Available:
Account Name:

FISCAL NOTE (if applicable): A local funding match of $750,000 is required for this project. Funding is anticipated to be provided, in whole or in part, through the City's 2026 Certificates of Obligation and/or unrestricted General Fund balance.

PREVIOUS COUNCIL ACTION: Council directed staff to apply for the Texas Parks & Wildlife Department Local Park Grant at the July 7, 2026 Council Meeting.

COMMITTEE/BOARD/COMMISSION ACTION:

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

STAFF RECOMMENDATION/REQUESTED MOTION: Approve the Resolution

LIST OF SUPPORTING DOCUMENTS: RESOLUTION 2026-27 TP&W Grant Application

RESOLUTION 2026-27

A RESOLUTON OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, HEREINAFTER REFERRED TO AS "APPLICANT," DESIGNATING CERTAIN OFFICIALS AS BEING RESPONSIBLE FOR ACTING FOR, AND ON BEHALF OF THE APPLICANT IN DEALING WITH THE TEXAS PARKS AND WILDLIFE DEPARTMENT, HEREINAFTER REFERRED TO AS "DEPARTMENT," FOR THE PURPOSE OF PARTICIPATING IN THE LOCAL PARK GRANT PROGRAM, HERINAFTER REFERRED TO AS THE "PROGRAM'; CERTIFYING THAT THE APPLICANT IS ELIGIBLE TO RECEIVE PROGRAM ASSISTANCE; CERTIFYING THAT THE APPLICANT MATCHING SHARE IS READILY AVAILABLE; AND DEDICATING THE PROPOSED SITE FOR PERMANENT PUBLIC PARK AND RECREATIONAL USES.

WHEREAS, the Applicant is fully eligible to receive assistance under the Program; and

WHEREAS, the Applicant is desirous of authorizing an official to represent and act for the Applicant in dealing with the Department concerning the Program;

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

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

SECTION 1. That the Applicant hereby certifies that they are eligible to receive assistance under the Program, and that notice of the application has been posted according to local public hearing requirements.

SECTION 2. That the Applicant hereby certifies that the matching share for this application is readily available at this time.

SECTION 3. That the Applicant hereby authorizes and directs the Parks & Recreation Director to act for the Applicant in dealing with the Department for the purposes of the Program, and that the Parks & Recreation Director is hereby officially designated as the representative in this regard.

SECTION 4. The Applicant hereby specifically authorizes the official to make application to the Department concerning the site to be known as the Lions Park in the City of Lockhart for use as a park site and is hereby dedicated for public park and recreation purposes in perpetuity.

SECTION 5. The City Council hereby finds and determines that sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted in a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Texas Open Meetings Act, contained in Chapter 551 of the Texas Government Code, as amended, and that this meeting was open to the public and the subject matter of this Resolution and its contents have been discussed, considered and formally acted upon by the City Council. Further, the City Council ratifies, approves and confirms such written notice and the contents and posting thereof, and the foregoing fully complies with all applicable law.

SECTION 6. If any part of this Resolution is ever declared invalid or unenforceable for any reason, the remainder of this Resolution shall remain in full force and effect.

SECTION 7. This Resolution shall be effective from and after its passage by the City Council.

PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, ON THIS THE 21st DAY OF JULY 2026.

CITY OF LOCKHART

_____
Lew White, Mayor

Attest:

_____
Julie Bowermon, City Secretary

APPROVED AS TO FORM:

_____
Brad Bullock, City Attorney

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: July 21, 2026

AGENDA ITEM CAPTION: Discussion regarding a proposal to assign recently-annexed areas comprising 226.181 acres to a City Council district and discuss Ordinance 2026-28, adopting revised City Council boundaries.

ORIGINATING DEPARTMENT AND CONTACT: Development Services - David Fowler

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: The subject properties, comprising approximately 226.181 acres located south and east of the intersection of FM 1322 and Seawillow Road, were annexed on May 6, 2025 and May 5, 2026. These areas have not yet been incorporated into one of the single member City Council districts. As the parcels are both contiguous with Council District 4, that would be the most sensible City Council district in which to place the properties. The parcels are the sites of two planned residential developments that have yet to begin house construction, so no voters currently reside on the properties, leaving the population balance of the single-member Council districts unchanged.

PROJECT SCHEDULE (if applicable): None.

FISCAL NOTE (if applicable): None

PREVIOUS COUNCIL ACTION: City Council annexed 84.98 acres located at 2500 FM 1322 on May 6, 2005 and 141.2 acres located southeast of the intersection of Seawillow Road and FM 1322 on May 6, 2025.

COMMITTEE/BOARD/COMMISSION ACTION: none

STAFF RECOMMENDATION/REQUESTED MOTION: Approval of Ordinance 2026-28, assigning a total of 230.98 acres south and east of the intersection of FM 1322 and Seawillow Road to City Council District 4.

LIST OF SUPPORTING DOCUMENTS: Ord. 2026-28 Redistricting after annexation, Ordinance 2026-28 Exhibit A Voting Districts 05-05-2026

ORDINANCE 2026-28

AN ORDINANCE OF THE CITY OF LOCKHART, TEXAS, APPROVING THE REDISTRICTING OF THE CITY'S SINGLE-MEMBER CITY COUNCIL DISTRICTS TO INCORPORATE NEWLY ANNEXED AREAS AND ESTABLISHING NEW DISTRICT BOUNDARY LINES FOR LOCKHART CITY ELECTIONS

WHEREAS, on May 6, 2025 and May 5, 2026, the City of Lockhart added new territories to its full-service jurisdiction through annexation, and,

WHEREAS, the newly annexed territory has not been assigned to a city council district; and,

WHEREAS, the City Council has considered the proposed redistricting plan at a City Council meeting and has allowed for public comments,

WHEREAS, the City Council finds that the attached city council district redistricting plan incorporates the newly-annexed areas in the most practical manner possible, to create contiguous City Council districts,

WHEREAS, the City Council finds the attached City Council redistricting plan is in the best interest of the citizens of the City, complies with the adopted redistricting criteria and is believed to comply with all federal and state requirements, and

WHEREAS**,** the City's city limits are changed by the addition of the annexed area, including changing the exterior boundaries of City Council District 4, the boundaries of the City's single-member City Council districts need to be amended as necessary to incorporate the annexed area into the City and into the respective single-member city council district to which it is assigned;

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

I. The foregoing recitals are approved and adopted herein for all purposes.

II. The existing single-member City Council district boundary lines for the City of Lockhart are hereby amended and the new districting plan depicted on the Redistricting Plan Map attached hereto as Exhibit A, defining new districts, is hereby adopted and designated to define the City's four single-member City Council districts from and after the Effective Date; and that the Redistricting Plan Map is incorporated by reference in and made a part of this Ordinance and shall be kept on file in the City Secretary's office.

III. The four single-member City Council districts shall consist of those Caldwell County voting precincts and are within the city limits, and the district boundaries are hereby amended and adopted as the new single-member City Council district boundaries as set out on the attached Redistricting Plan Map.

IV Assignment of annexed areas: The 84.981-acre property annexed May 6, 2025 and the 141.2-acre property annexed May 5, 2026 are hereby assigned to District 4.

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

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

VII. Effective Date: That this ordinance shall become effective and be in full force immediately upon and from the date of its passage.

PASSED, APPROVED, AND ADOPTED AT A REGULAR MEETING OF THE LOCKHART CITY COUNCIL ON THIS THE 21st DAY OF JULY, 2026

CITY OF LOCKHART

_____

Lew White, Mayor

ATTEST:

_____

Julie Bowermon, City Secretary

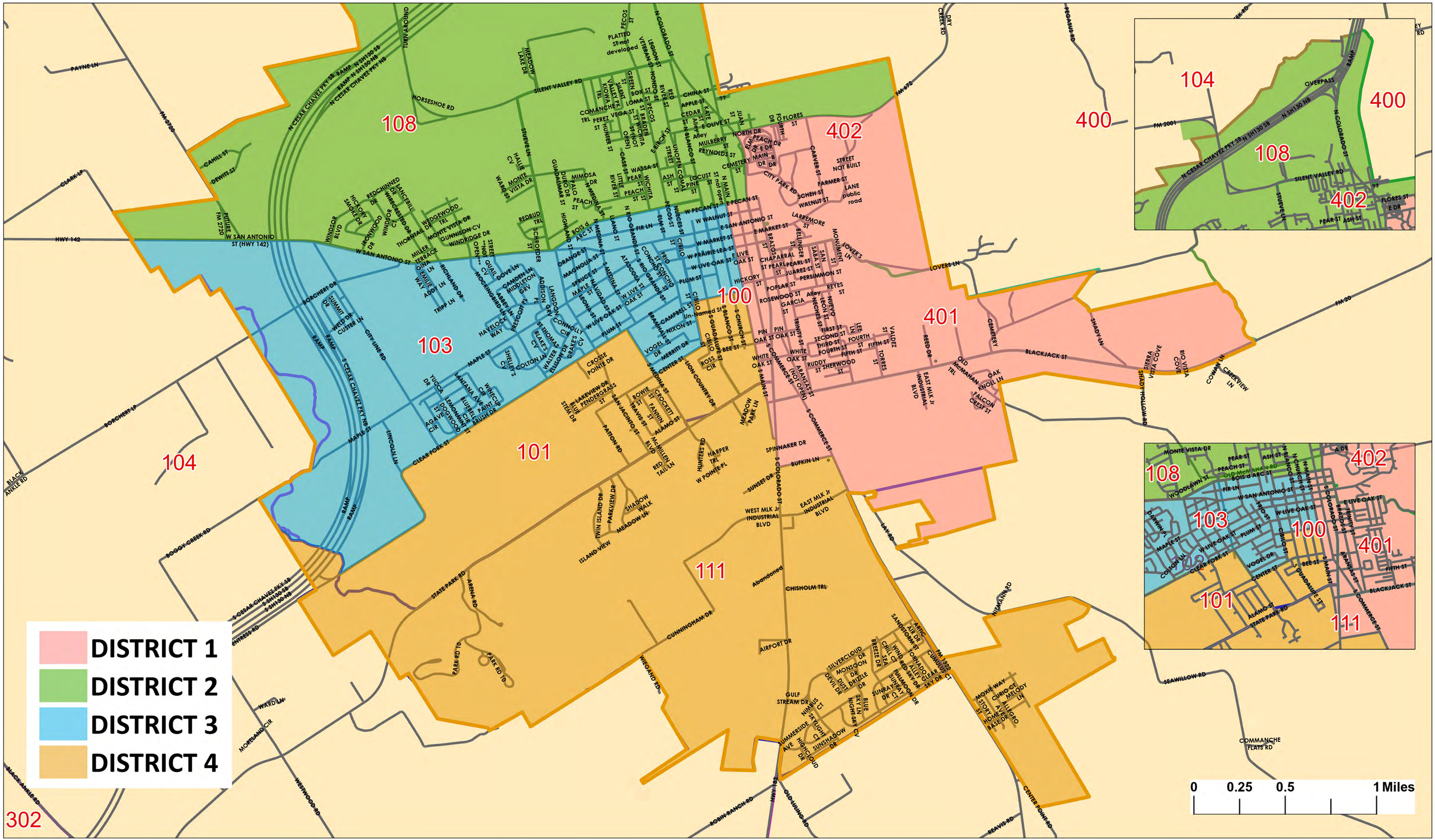
APPROVED AS TO FORM:

_____

Brad Bullock, City Attorney

APPENDIX A

REDISTRICTING PLAN MAP



CITY OF Lockhart TEXAS

VOTING DISTRICTS WITHIN CITY LIMITS

SOURCE: CALDWELL COUNTY APPRAISAL DISTRICT AND THE CITY OF LOCKHART

Updated May 5, 2026

This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the ground survey, and represents only the approximate relative location of property boundaries.

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: July 21, 2026

AGENDA ITEM CAPTION: Hold a PUBLIC HEARING and discussion and/or action on Ordinance 2026-29, for text amendments to Chapter 56, "Traffic & Vehicles" Article V, Section 56-313, "Residential Parking Permits," of the Lockhart Code of Ordinances to authorize creation of a residential parking permit area on Center Street from the intersection of Cibilo Street to the residences at 805 Center on the north side of the street and 812 Center on the Southside of the street, between the hours of 8:00 a.m. and 5:00 p.m. on school days for Lockhart I.S.D.

ORIGINATING DEPARTMENT AND CONTACT: Police - Gary Williamson

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: On September 2, 2025, Council approved Ordinance 2025-18 authorizing creation of the framework for a residential parking permit program, specifically regulating on-street parking in residential areas. The program does not automatically designate any parking restrictions. Instead, property owners would be required to petition the City Council for the creation of a residential permit parking area. Only upon council approval would a designated permit area be established.

On January 6, 2026, Raul Ornelas submitted a petition to the city with signatures representing over 60% of the residences on Center Street from the intersection of Cibilo Street to the residences at 805 Center on the northside of the street and 812 Center on the Southside of the street. The signatures have been verified. The parking restrictions for Center Street would be 8:00 a.m. to 5:00 p.m. on shook days for Lockhart I.S.D. Ordinance 2026-29 amends ordinance 2025-18 to add Center Street from the intersection of Cibilo Street to the residences at 805 Center on the northside of the street and 812 Center on the Southside of the street.

Public Works Director Sean Kelley has reviewed the application for compliance with applicable city ordinances as required by the ordinance.

Council may approve, reject or modify the request.

If approved, public works would erect signage indicating Crockett Street is a Residential Parking Permit area and residents would be issued parking permits.

PROJECT SCHEDULE (if applicable):

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION: On September 2, 2025, Council approved Ordinance 2025-18 authorizing creation of the framework for a residential parking permit program, specifically

regulating on-street parking in residential areas.

On November 6, 2025, Council approved Ordinance 2025-26 amending Ordinance 2025-18 to establish the residential parking area on Bowie Street.

On May 5, 2026, Council approved Ordinance 2026-19 amending Ordinance 2025-18 to establish the residential parking area on Crockett Street.
Council also approved Ordinance 2026-2020 amending Ordinance 2025-18 to establish the residential parking area on Center Street from the intersection of S. Medina Street to the intersection of Lion Country Drive, including 807 & 809 Center Street residences.

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends approval of extension of the Center Street residential parking permit area.

LIST OF SUPPORTING DOCUMENTS: Ordinance 2026-29 Amend 56.313 Parking Area B Lockhart

ORDINANCE NO. 2026-29

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, AMENDING ARTICLE V OF CHAPTER 56 OF THE CODE OF ORDINANCES - CHAPTER 56 RESIDENTIAL PARKING PROGRAM, IS AMENDED TO ADD SECTION 56.313(b)(2) TO ADD DESIGNATED PARKING AREA B; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEALER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Lockhart, Texas ("City Council") finds that regulation of residential parking is necessary to protect the health, safety, and welfare of residents; and

WHEREAS, the City Council has received an application for designated parking area located on both sides of Center Street from its intersection on the south with Cibilo Street, including 425 Center on the north side, to 805 and 812 Center Street. and has conducted a public hearing on the matter; and

WHEREAS, the City Council finds it in the best interest of the City and its residents to adopt the following ordinance;

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

SECTION 1.

That Article V of Chapter 56 of the Code of Ordinances, City of Lockhart, Texas, is hereby amended by adding a section to be numbered Sec. 56.313(b)(2), which section reads as follows:

Sec. 56.313. Residential Parking Program

(b) Designated permit areas

No person shall park and leave standing any vehicle on a public roadway, whether attended or unattended, between the times listed and locations designated below without first having obtained a valid parking permit for the designated permit area from the city. Said designated permit area shall be designated as a tow-away zone. Appropriate signage shall be posted in accordance with Texas Transportation Code § 684.052 before enforcement or towing actions occur.

2. Designated permit area B is located on the north side of Center Street from the intersection of South Medina Street to the intersection of Lions Country Drive, including the residences at 807 & 809 Center Street and on both sides of Center Street from its intersection on the south with Cibilo Street, including 425 Center on the north side, to 805 and 812 Center Street. A valid parking permit is required to park in area B between the hours of 8:00 a.m. and 5:00 p.m. on regularly scheduled class days for Lockhart Independent School District (LISD) as shown on the official student academic calendar.

SECTION 2. SEVERABILITY

If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect the other provisions, sections, or applications of the ordinance that can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are declared to be severable.

SECTION 3. REPEALER

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of the conflict only.

SECTION 4. EFFECTIVE DATE

This ordinance shall take effect immediately upon its passage and publication as provided by law.

PASSED AND APPROVED on this ___ day of _____, 2026.

CITY OF LOCKHART, TEXAS

_____
LEW WHITE, Mayor

ATTEST:

_____
JULIE BOWERMON, City Secretary

APPROVED AS TO FORM:

_____
BRADFORD E. BULLOCK, City Attorney

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: July 21, 2026

AGENDA ITEM CAPTION: Approve Interlocal Agreement (ILA) with Capital Area Rural Transportation System (CARTS) for Fiscal Year 2026-2027.

ORIGINATING DEPARTMENT AND CONTACT: Finance -

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: On June 10, 2026, David Marsh, CARTS General Manager, submitted a funding request letter to staff for the City's Fiscal Year 2026-2027 budget for City Council consideration. CARTS is requesting $40,000 to be approved by City Council for the upcoming fiscal year.

Previously, City Council approved an Interlocal Agreement with CARTS in August 2023 to include a $20,000 contribution for Fiscal Year 2023-2024. In 2024, City Council approved the First Addendum to the ILA with CARTS to include a $30,000 contribution for Fiscal Year 2024-2025. Last year, City Council approved the Second Addendum to the ILA with CARTS to include a $40,0000 contribution for Fiscal Year 2025-2026.

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:

LIST OF SUPPORTING DOCUMENTS: CARTS - FYE 2027 Funding Request, CARTS Presentation 2026, CARTS - Third Addendum to ILA

June 10, 2026

Mayor Lew White
City of Lockhart
PO Box 239
Lockhart, TX 78644

THE CARTS DISTRICT
5300 Tucker Hill Ln
Cedar Creek, TX 78612

PO Box 2107
Bastrop, TX 78602-9107

512/481 1011
f 512/478 1110

RideCARTS.com

Regional transportation for the non-urbanized areas of Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis and Williamson counties.

Dear Mayor White:

The Capital Area Rural Transportation System (CARTS) formally submits this letter as a request for $40,000 to be included in the city budget for the upcoming fiscal year. These funds will be used to support transportation services in the City of Lockhart. CARTS, with your continued support, will continue its mission to provide safe, reliable transportation to our service area.

A CARTS representative is available to address the City Council during the budget process if you wish. We are happy to provide information to the council for consideration on the service provided to your citizens, just let us know.

On behalf of CARTS, and the people we serve in your city, thanks for the past assistance and for your consideration of this request

Let me know if I can provide additional information about our services prior to that time. You can contact me at (512) 505-5678 or Dave@RideCARTS.com.

Sincerely,

David Marsh
General Manager

cc: Commissioner Rusty Horne
cc: City Manager Joseph Resendez

Lockhart City Council

Budget Request & Service Update

July 2026 • CARTS partnership update

CARTS NOW • Country Bus • Interurban • Seniors • Veterans

Requested FY27 City Support: $40,000

Sustaining reliable local mobility while preparing for station, commuter, and electric fleet investments.

Budget request: what City support helps deliver

Local funds help keep service responsive and position Lockhart for new mobility opportunities.

FY27 budget request

$40K

Country Bus Caldwell

1,756 FY26 YTD

CARTS NOW Lockhart

29,760 Trips FY26 YTD

Interurban Coach 1516 Orange Route

866 FY26 YTD

Senior Free Rides

894 FY26 YTD

- Maintain local on-demand mobility for work, school, healthcare, errands, and daily needs.
- Support service planning, community outreach, and rider education as demand grows.
- Coordinate on station development, interim vehicle storage, charger placement, and future commuter options.
- Leverage regional funding partnerships that stretch local dollars further.

Council request: approve $40,000 in FY27 support and continue staff coordination on station, charger, and commuter planning.

Lockhart + Caldwell County

2026 service snapshot

Multiple services, one mobility network

CARTS is not a single service in Lockhart — it is a local, countywide, and regional mobility system.

CARTS *NOW* Lockhart

On-demand curb-to-curb rides within the Lockhart zone, Monday–Friday, 7 AM–7 PM.

Interurban Coach 1516

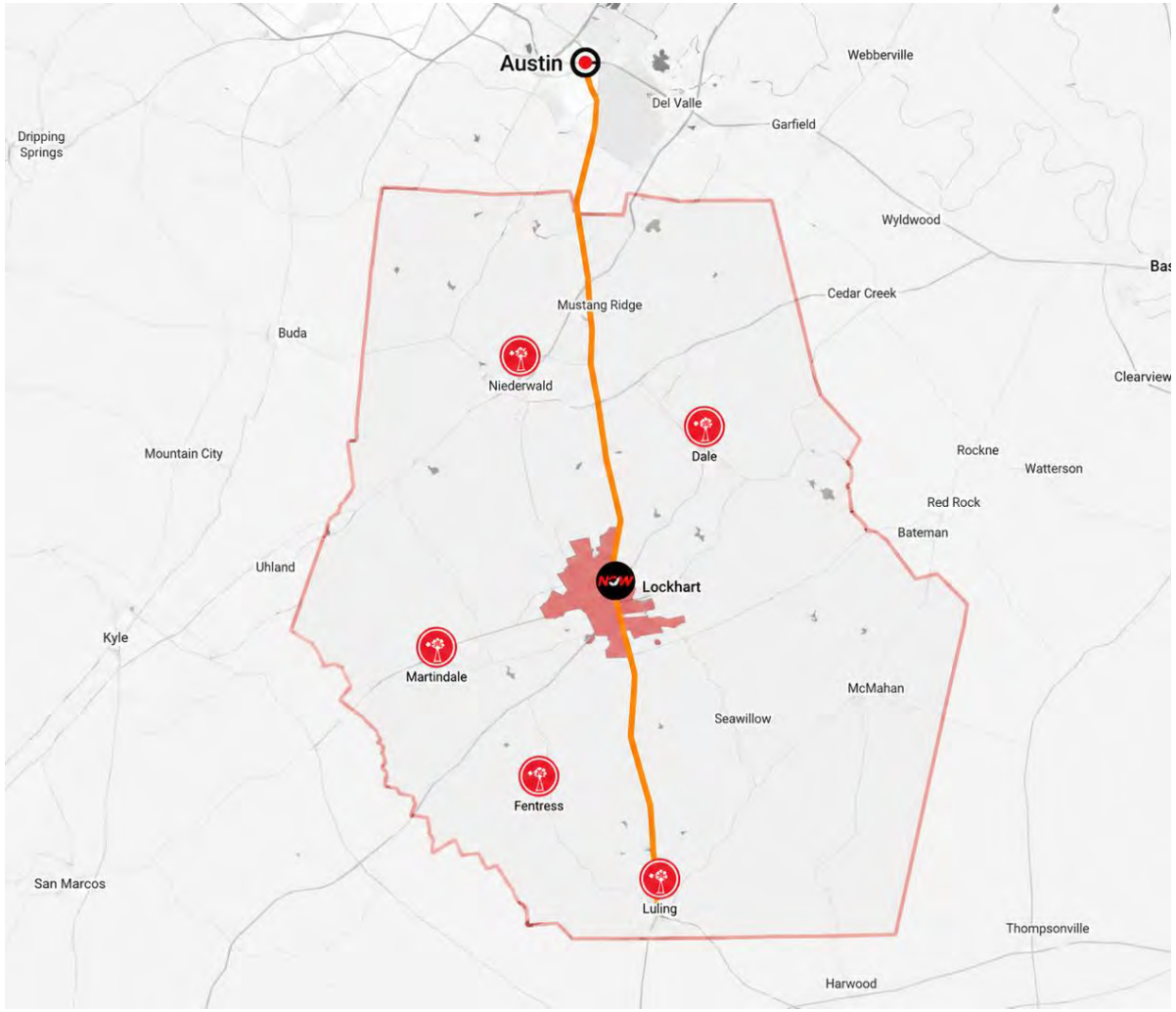
Austin ⇄ Lockhart ⇄ Luling connection, operating Mondays, Wednesdays, and Fridays.

Free Ride Partnerships

Seniors, veterans, and eligible riders connected through partner-funded fare support.

Country Bus On Demand

Caldwell County curb-to-curb service by reservation; supports riders beyond fixed-route service.

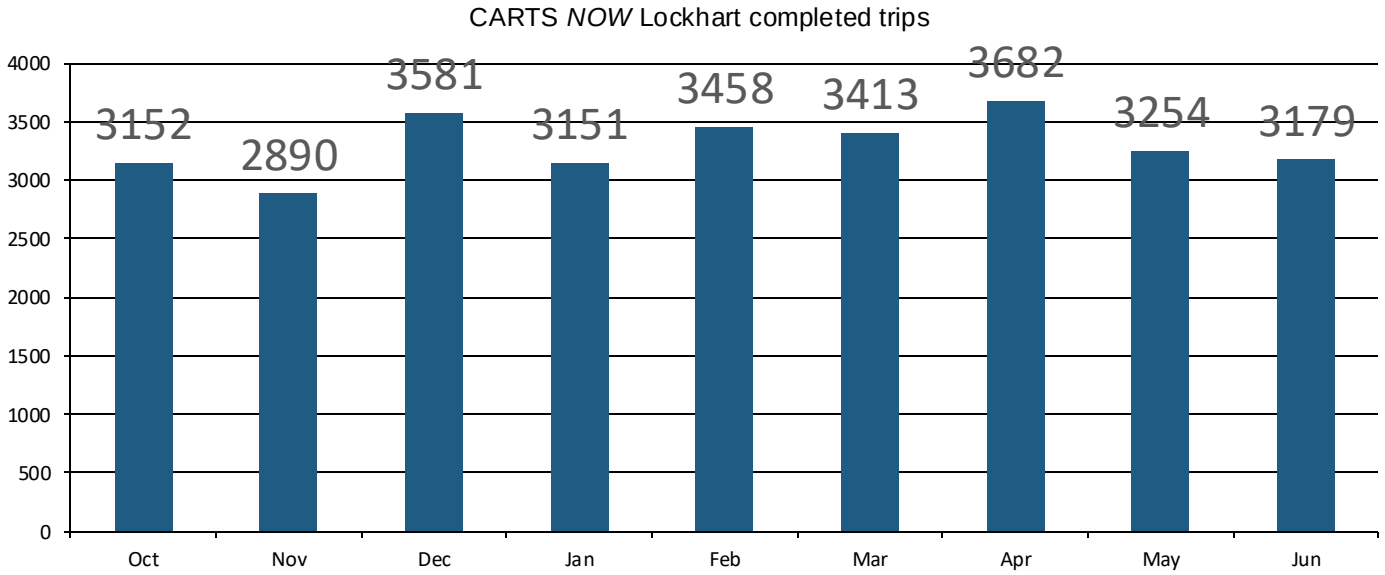


Ridership + reliability

CARTS *NOW* Lockhart

The **third vehicle** added last March helped move more riders and support strong daily demand.

FY26 YTD trips	June Trips	June Wheelchair	June App Booking	Daily Average Passenger Trips
29,760	3,179	212	73.96%	151 trips



- Lockhart remains one of CARTS' strongest on-demand zones.
- June service completed 3,179 trips with 212 wheelchair-accessible trips.
- Nearly three out of four June bookings were made through the app, while call-center access remains available.

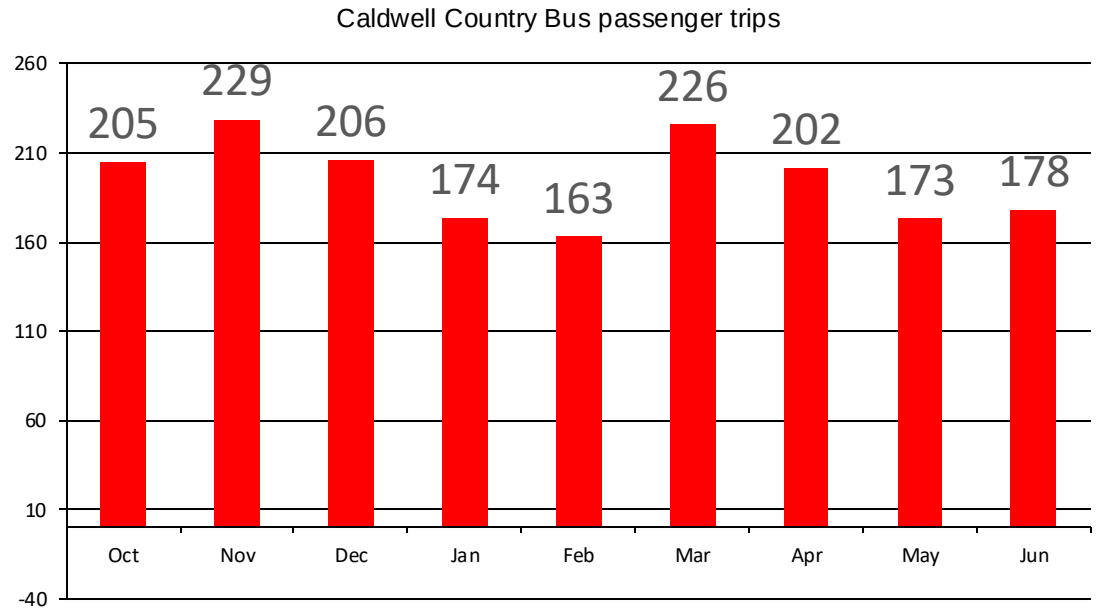
Takeaway: Lockhart riders are using the service heavily, booking digitally, and relying on it for accessible local trips.

Caldwell County Mobility

Country Bus On Demand

Country Bus fills the gaps beyond fixed routes and the Lockhart *NOW* zone.

FY26 YTD	June trips	Average Monthly Trips FY26 YTD	Median Wait Time
1,756	178	186	20.15 min.



Budget relevance: local support helps preserve flexible rural access while continuing to modernize booking through the CARTS App powered by Spare.

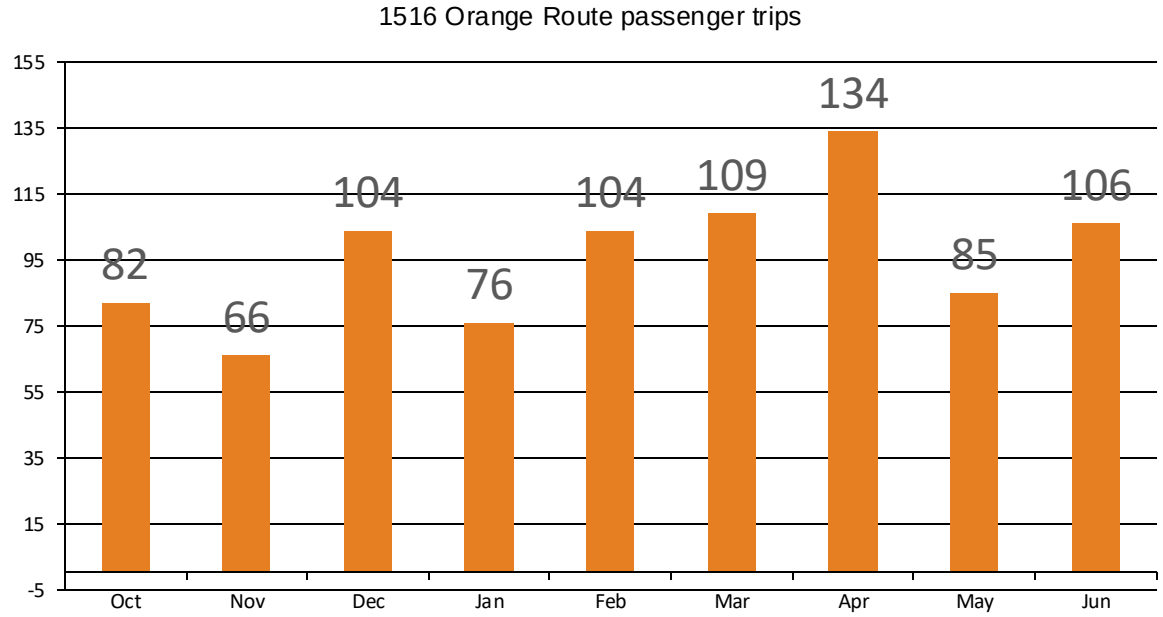
- Lockhart Country Bus ridership more than doubled year over year**, growing 114% from Jan–Jun 2025 to Jan–Jun 2026** after the new Spare-powered booking system was introduced.
- Route 403 Lockhart to San Marcos/Kyle grew from **54 trips in May to 97 trips in June**.
- Route 430 **Luling** continues to provide rural access for essential trips.
- Service supports seniors, riders with disabilities, veterans, and households without reliable transportation.

Austin ⇄ Lockhart ⇄ Luling

Interurban Coach 1516

Route 1516 links Lockhart, Luling, Austin, Eastside Bus Plaza, H-E-B, Walmart, and the VA Clinic.

FY26 YTD	April Peak	Fares	Service Days
866	134	$4 one way $6 All Day Pass	M/W/F



- Reliable regional service supports work, medical, veteran, and regular service into Austin making regional, local and other CARTS services
- Continued outreach can help rebuild awareness and ridership.
- Local partnership helps CARTS promote the route and connect riders to the full network.

Seniors + Veterans

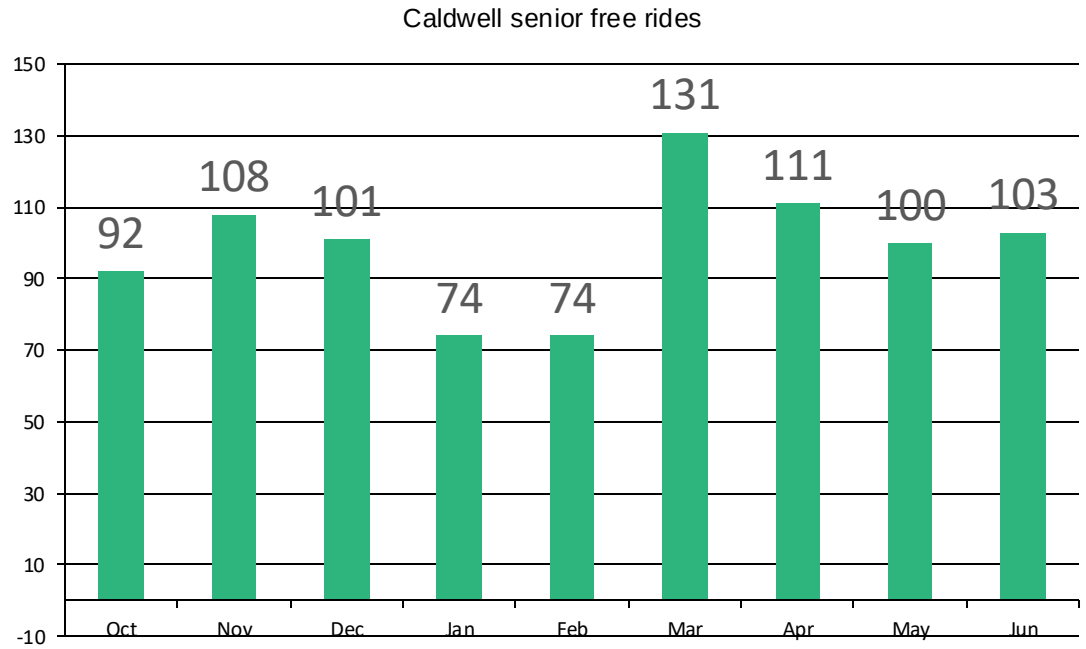
Fare support partnerships

Free rides remove cost barriers for priority riders.

*"Thank you so much for yours and CARTS supporting those we help. In 2025, we assisted **507 clients**. That include Veterans, Military Service members, students and general adult populations."*

Sincerely, Tina Brooks ~ Board Secretary CCHC Field Office

Caldwell Senior Free Rides	March peak	May senior rides	Eligibility
894	131	100	60+



- Partnership with Area Agency on Aging and CAPCOG supports residents 60+ with access to essential trips at no charge. PCA can attend passengers at no costs as well
- Veterans can connect to VA, medical, employment, and community services through CARTS and partner-supported ride options.
- Partnership focus: make sure eligible Lockhart and Caldwell County residents know these ride options are available.

Rider Tools

Technology makes service easier to use

Digital adoption is growing while phone access remains available for riders who need it.

CARTS NOW Lockhart App	Call Center Booking	Transit App Users in June	Transit Planned Trips in June
73.96%	26.04%	369	604

- Riders can book **CARTS NOW** by app or phone.
- **Country Bus** riders can book same-day or advance trips through the CARTS App powered by Spare, web, or phone.
- **Transit app** supports regional trip planning across CARTS and partner systems, and now powers the trip planner on the CARTS website.
- **Token Transit** makes it easier to buy passes and distribute electronic passes for riders and partner programs.

Source note: CARTS NOW app percentage is Lockhart-specific for June; Transit app statistics are CARTS systemwide for May.

CARTS NOW — LOCKHART —

Lockhart Station Planning + Design

$450,000 TxDOT award for planning, engineering, and environmental review

Proposed downtown station location

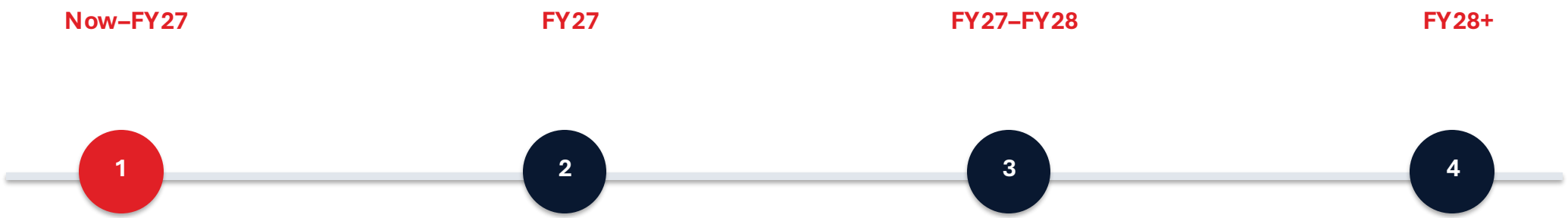
Conceptual future station

- 3 CARTS NOW vehicles currently *operate in Lockhart*
- CARTS is coordinating with the City on *interim bus parking and storage until the station is built*
- Future station will support CARTS NOW, Country Bus, and Interurban service
- Future phases will require construction funding and include EV charging infrastructure

From award to buildout

Station timeline + next funding steps

Design funds move the project toward construction readiness; construction funding is a future phase.



Confirm scope + site coordination

City coordination, interim bus parking/storage, and project setup.

Procure professional services

RFQ, selection, contract, project management and reporting.

Design + environmental

Planning, engineering, environmental review, utilities, access, and charger readiness.

Construction funding + buildout

Construction documents, estimates, funding applications, and future station construction.

Design award: $450,000 for professional services only — not construction.

Coordination with the City

Electric fleet + chargers

Lockhart is part of CARTS' move toward cleaner service.

Clean Fleet Direction	Charger Coordination	Station Readiness	Local Fleet
EV	City	Future	3 Vehicles

- Identify charging sites that support daily service without interrupting operations.
- Coordinate with City infrastructure, utilities, site access, and public facility planning.
- Align charging with station development and future commuter service opportunities.
- Use clean fleet investments to reduce operating emissions and support regional air quality goals.

City of Austin CPRG

Regional commuter coordination

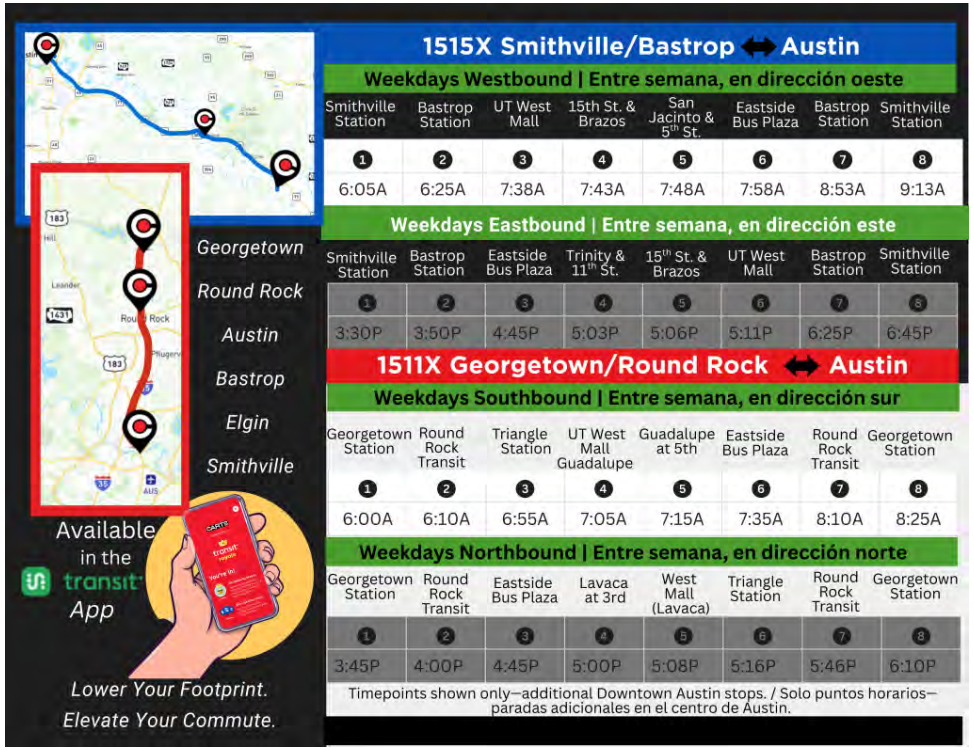
CARTS is working with the City of Austin on CPRG-funded commuter service.

Austin Transportation and Public Works

CLIMATE POLLUTION REDUCTION GRANTS
U.S. Environmental Protection Agency

The goal is cleaner, reliable commute options that reduce single-occupancy vehicle trips into Austin.

- CPRG funding supports regional commuter service planning and launch activities.
- CARTS is coordinating schedules, stops, rider information, and marketing with regional partners.
- The program strengthens CARTS' commuter service playbook for communities like Lockhart.
- Future Lockhart opportunities can build on the same regional route-planning, park-and-ride, and charger coordination framework.



Local support now helps Lockhart stay positioned for the next wave of commuter investment.

Council update

FY27 partnership priorities

What CARTS will deliver with continued City partnership.

1. Sustain Lockhart CARTS *NOW* service and monitor demand.
2. Promote Country Bus On Demand across Caldwell County.
3. Grow awareness and utilization of Interurban 1516.
4. Coordinate CARTS station next steps and city-facing decisions.
5. Advance interim vehicle storage, electric charger planning, and clean fleet readiness.
6. Promote free ride programs for seniors, homeless coalition, veterans, and eligible riders.

Request: approve $40,000 in FY27 support and continue staff coordination on station, charger, and commuter planning.

Thank you, Lockhart City Council

CARTS appreciates the City's continued partnership in building reliable, clean, and connected transportation options for Lockhart and Caldwell County.

Dana Platt
Community Engagement Director
Dana@RideCARTS.com • 512-505-5623
RideCARTS.com

Follow us on Social media @RideCARTS

Local investment.
Regional leverage.
Daily mobility.

Lockhart
The BBQ Capital of Texas

THIRD ADDENDUM TO INTERLOCAL COOPERATION AGREEMENT BETWEEN CAPITAL AREA RURAL TRANSPORTATION SYSTEM AND THE CITY OF LOCKHART

WHEREAS, Capital Area Rural Transportation System ("CARTS") and the City of Lockhart ("City") entered a certain agreement entitled "Interlocal Cooperation Agreement Between The City of Lockhart and Capital Area Rural Transportation System" ("Agreement") on August 25, 2023, a true and correct copy of which is attached hereto as Exhibit "A"; and

WHEREAS, whereas, the City desires to enter into an addendum to that Agreement whereby the City and CARTS agree that the Agreement will continue on a month-to-month basis on the same terms and conditions after September 30, 2027; and

WHEREAS, the City desires to enter an addendum to that Agreement whereby the City agrees that it will increase the lump sum amount for payment of CARTS's services identified in Article IV to $40,000.00; and

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

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

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

Article II.
TERM

The term of this Agreement shall be for the period commencing on the Effective Date and ending on September 30, 2027, unless terminated earlier in accordance with applicable provisions herein. After September 30, 2027, this Agreement may continue in full force and effect on a month-to-month basis, on the same terms and conditions as are set forth herein, and is expressly agreed upon by the parties.

Article IV.
PAYMENT BY CITY FOR SERVICES

For CARTS' performance of services under this Agreement, City agrees to pay CARTS the lump sum amount of Forty Thousand and No/100 Dollars ($40,000.00). The payment schedule for the City's payment of the lump sum amount under this Agreement shall be made by the City to CARTS on January 30, 2027.

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

IN WITNESS WHEREOF, the parties hereto have executed this Second Addendum to the Interlocal Cooperation Agreement as of the _____ day of August 2026.

CITY OF LOCKHART, TEXAS

By _____
Lew White
Mayor, City of Lockhart

ATTEST:

By _____
Julie Bowermon,
City Secretary, City of Lockhart

APPROVED AS TO FORM:

By _____
Bradford E. Bullock,
City Attorney, City of Lockhart

CAPITAL AREA RURAL
TRANSPORTATION SYSTEM

By _____
David L. Marsh,
General Manager, Capital Area Rural
Transportation System

EXHIBIT A

INTERLOCAL AGREEMENT BETWEEN THE CITY OF LOCKHART AND CAPITAL AREA RURAL TRANSPORTATION SYSTEM

This **INTERLOCAL AGREEMENT** (this "Agreement") is made and entered by and between the CAPITAL AREA RURAL TRANSPORTATION SYSTEM ("CARTS"), a rural transit district and political subdivision organized under Chapter 458 of the Texas Transportation Code, and the CITY OF LOCKHART, TEXAS (the "City"), a home-rule municipality and political subdivision of the State of Texas.

RECITALS

WHEREAS, this Agreement is an interlocal agreement authorized and governed by Chapter 791 of the Texas Government Code; and

WHEREAS, CARTS and City are entities with statutory authority to enter into this Agreement, and have each entered into this Agreement by the action of their respective governing bodies in the appropriate manner prescribed by law; and

WHEREAS, CARTS and City have determined that it is in their mutual best interest and in the best interest of the public for the parties to provide certain affordable public transportation services, and further find that this Agreement will increase the efficiency and effectiveness of the parties' provision of those certain public transportation services; and

WHEREAS, CARTS and City desire to continue to participate in the funding for and provision of those certain public transportation services.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

I. FINDINGS

1.1 Recitals Incorporated. The recitals set forth above and herein are true and correct, and such recitals are incorporated herein for all purposes.

1.2 Effective Date. This Agreement will be effective on the latest date of execution by the parties hereto (the "Effective Date").

1.3 Current Revenue Provision. All monies paid by the parties under this Agreement shall be paid from current revenues available to the paying party.

1.4 Allowable Public Purpose. CARTS and the City agree that CARTS, through its services, accomplishes a public purpose that benefits the city.

II. TERM

The term of this Agreement shall be for the period commencing on the Effective Date and ending on September 30, 2024, unless terminated earlier in accordance with applicable provisions herein. After September 30, 2024, this Agreement may continue in full force and effect on a month-to-month basis, on the same terms and conditions as are set forth herein, only upon the express written mutual agreement of the parties.

III.
SERVICES TO BE PROVIDED BY CARTS

CARTS agrees to continue to provide its existing services to City as described on **Exhibit "A"** attached hereto and made a part hereof, being general public transportation for residents of City per its published schedule for the City of Lockhart.

IV.
PAYMENT BY CITY FOR SERVICES

For CARTS' performance of services under this Agreement, City agrees to pay CARTS the lump sum amount of Twenty Thousand and No/100 Dollars ($20,000.00). The schedule for City's payment of the lump sum amount under this Agreement shall be mutually agreed to by CARTS and City.

V.
TERMINATION

Either party may terminate this Agreement without cause upon thirty (30) days' prior written notice to the other party. If one party determines that the other party is in default under this Agreement, the non-defaulting party will notify the defaulting party in writing of such default, and if the default is not cured within thirty (30) days from the date of such notice, then the non-defaulting party may, in addition to any other remedies available to such party at law or in equity, terminate this Agreement upon written notice. Any failure by the non-defaulting party to enforce this Agreement with respect to one or more defaults by the defaulting party will not waive the non-defaulting party's ability to enforce this Agreement after that time. Upon termination of this Agreement pursuant to this Article V, all obligations of the parties under this Agreement shall cease and City shall only be required to pay for those services provided by CARTS up to the date of such termination.

VI.
MISCELLANEOUS

6.1 Amendment. This Agreement shall not be altered, waived, amended, or extended without the parties' prior written agreement.

6.2 Assignment. All provisions of this Agreement shall be binding upon the parties and each of their respective successors and assigns. Neither party shall assign its rights and obligations under this Agreement to any other party without the express prior written consent of the other party.

6.3 Notice. All notices and other communications in connection with this Agreement shall be in writing and shall be deemed delivered upon deposit in the U.S. mail, with postage prepaid, certified mail, return receipt requested, addressed to the recipient's address as stated herein. Notice given in any other manner shall be deemed effective only if and when received by the party to be notified.

CITY:

City of Lockhart, Texas

308 W. San
Antonio

PO Box 239
Lockhart, Texas 78644
Attn: Steven Lewis, City Manager

CARTS:

Capital Area Rural Transportation
System Post Office Box 6050
Austin, TX 78762
Attn: David Marsh, General Manager

A party may change its address for notice by written notice to the other party as herein provided.

6.4 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

6.5 Prior Written Agreements. This Agreement is without regard to any and all prior written contracts or agreements between City and CARTS regarding any other subject or matter, and does not modify, amend, ratify, confirm or renew any such other prior contract or agreement between the parties.

6.6 Entire Agreement. This Agreement, and all appended documents, constitutes the entire agreement between the parties hereto regarding the subject matter hereof.

6.7 Parties Independent Contractors. City and CARTS are independent contractors. Except as expressly provided herein, no partnership or joint venture is intended to be created by this Agreement, nor any principal-agent or employer-employee relationship.

Except to the extent expressly provided herein, neither party has and neither party shall attempt to assert the authority to make commitments for or to bind the other party to any obligation.

6.8 No Waiver. The parties to this Agreement are governmental entities under state law and nothing in this Agreement waives or relinquishes the right of the parties to claim any exemptions, privileges and immunities as may be provided by law.

6.9 Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

6.10 Headings. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

6.11 Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date above first written, when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

6.12 Insurance. CARTS agrees to maintain in full force and effect all forms of insurance required by applicable local, state and federal regulatory authorities in at least the minimum amounts prescribed by those authorities. CARTS shall furnish written certificates of such coverage to the City upon request. The City shall be named as an additional insured under all policies for such required insurance.

6.13 Indemnification. To the extent allowed by law, a party will defend, indemnify, and hold harmless the other party for all claims and damages arising from the alleged acts or omissions of the party's employees or contractors. However, nothing in this Agreement shall require a party to establish an interest and sinking fund in connection with its indemnity obligations hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective undersigned duly authorized officers on the dates set forth below, to be effective as of the Effective Date.

CITY:

CITY OF LOCKHART, TEXAS

By: Lew White Name: LEW WHITE Title: MAYOR

Date Signed: 8/15/23

FOR CITY, ATTEST:

By: Julie Bowerman

JULIE BOWERMAN, City Secretary

FOR CITY, APPROVED AS TO FORM:

By:

Monte Akers, City Attorney

CARTS:

CAPITAL AREA RURAL TRANSPORTATION SYSTEM

By:

David L. Marsh, General Manager

Date Signed: August 25, 2023

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: July 21, 2026

AGENDA ITEM CAPTION: Approve Resolution 2026-28 to grant Hillwood Communities a 60-day extension of the conditional consent to form the Lockhart Municipal Utility District (MUD) of Caldwell County and the inclusion into said district of 889.3 acres of land, 720.681 acres of which are in the City's ETJ.

ORIGINATING DEPARTMENT AND CONTACT: Development Services - David Fowler

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION: State law requires that a city consent to the inclusion of land in its ETJ in a municipal utility district ("MUD"). At a workshop on January 27, 2025, Hillwood Communities discussed the development of 889.3 acres of land ("Property"), 720.681 acres of which is in City's ETJ ("Property"). Hillwood Communities is continuing in its due diligence period for the purchase of the Property and has asked the City to extend the conditional consent to creation of the Lockhart Municipal Utility District of Caldwell County and the inclusion of the Property into said district. There is also an additional property included in the resolution that is currently owned by a third party, covering 148.77 acres. This consent was granted with the passage of Resolution 2025-08 on February 18, 2025. The consent agreement was renewed on August 5, 2025, November 18, 2025, February 3, 2026, and May 5, 2026. The fourth extension is nearing expiration, creating the need for another extension, as the Development Agreement between Hillwood and the City of Lockhart has not yet been approved. The subject agreement is conditioned in part on the ability of Hillwood Communities and the City to negotiate and enter into a development agreement and expires in 60 days after the expiration of the current extension, or October 11 2026, and represents the fifth extension of the original 180-day consent agreement.

PROJECT SCHEDULE (if applicable): N/A

FISCAL NOTE (if applicable): None

PREVIOUS COUNCIL ACTION: City Council approved Resolution 2025-08, granting conditional consent to the creation of the MUD on the subject property.on February 18, 2025, and renewed with Resolution 2025-24 on August 5, 2025 and Resolution 2026-03 on February 3, 2026..

COMMITTEE/BOARD/COMMISSION ACTION: None

STAFF RECOMMENDATION/REQUESTED MOTION: Approval of Resolution 2026-28, granting a 60-day extension to the conditional consent to create a MUD granted on February 18, 2025 and renewed August 5, 2025, November 18, 2025, February 3, 2026 and May 5,

2026, creating a new expiration date of October 11, 2026.

LIST OF SUPPORTING DOCUMENTS: Hillwood MUD Consent Resolution 2026-28, Resolution 2026-28 Exhibit A, Resolution 2026-28 Exhibit B

CITY OF LOCKHART, TEXAS

RESOLUTION NO. 2026-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, GRANTING EXTENSION OF ADDITIONAL 60 DAYS TO NEGOTIATE AND ENTER INTO A DEVELOPMENT AGREEMENT AND PROVIDING THAT THE CITY'S CONDITIONAL CONSENT TO THE CREATION OF THE SPENCEWOOD MUNICIPAL UTILITY DISTRICT OF CALDWELL COUNTY WILL EXPIRE UPON THE PASSAGE OF SUCH ADDITIONAL 60 DAYS.

WHEREAS, pursuant to Resolution No. 2025-08, the City of Lockhart, Texas (the "City"), a home-rule municipality created under the laws of the State of Texas, provided its conditional consent to the creation of the Spencewood Municipal Utility District of Caldwell County, at that time referred to as the Lockhart Municipal Utility District of Caldwell County (the "District") encompassing 889.3 acres ("Land"), as reflected in Exhibit A, attached hereto and incorporated by reference, approximately 720.681 acres of the Land being situated within the City's extraterritorial jurisdiction and the remainder situated within unincorporated Caldwell County; and

WHEREAS, Hillwood Enterprises, L.P., a Texas limited partnership, has entered into an earnest money contract to purchase an additional 148.5 acres (the "Additional Land") as more particularly described in Exhibit B, attached hereto and incorporated by reference;

WHEREAS, the City's conditional consent was conditioned on the City and the owners of the Land negotiating and entering into a development agreement (the "Development Agreement") concerning the Land, pursuant to Section 212.172 of the Texas Local Government Code, to the extent any portion of the District is located within the City's extraterritorial jurisdiction as reflected in Exhibit A; and

WHEREAS, Resolution No. 2025-08 provided for the expiration of the City's conditional consent upon the passage of one-hundred eighty (180) days after February 18, 2025, or August 17, 2025; and

WHEREAS, pursuant to Resolution No. 2025-24, the City granted an extension of an additional 90 days after August 17, 2025, or November 15, 2025, for the City and the owners of any portion of the Land and the Additional Land within the City's extraterritorial jurisdiction to negotiate and enter into a Development Agreement; and

WHEREAS, pursuant to Resolution Nos. 2025-40, 2026-03, and 2026-18, the City granted additional 90-day extensions through August 12, for the City and the owners of any portion of the Land and the Additional Land within the City's extraterritorial jurisdiction to negotiate and enter into a Development Agreement; and

WHEREAS, the City wishes to grant another extension of an additional 60 days after August 12, 2026 for the City and the owners of any portion of the Land and the Additional Land within the City's extraterritorial jurisdiction to negotiate and enter into a Development Agreement.

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

Section 1. All of the above premises are hereby found to be true and correct legislative findings of the City Council of the City of Lockhart (the "City Council"), and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Section 2. The City Council hereby extends for an additional 60 days its conditional support and consent for the creation of a district operating pursuant to Article XVI, Section 59 and Article III, Section 52, Texas Constitution and Chapter 54, Texas Water Code, as amended, to the extent any portion of the District is located within the City's extraterritorial jurisdiction, as shown more fully in Exhibit A, and to the extent that the City and the owners of the Land and the Additional Land within the extraterritorial jurisdiction of the City are able to negotiate and enter into a Development Agreement. The City Council's conditional consent applies to the Land and the Additional Land and expires 60 days after August 12, 2026 or Sunday, October 11, 2026.

Section 3. The City Manager of the City is hereby authorized to execute any documents necessary to effectuate this Resolution.

Section 4. The City Council further states that it has not relinquished any rights, duties or powers relating to the inclusion of the District within its extraterritorial jurisdiction.

Section 5. The City Council further states that this Resolution is provided subject to and in reliance upon the terms of a Development Agreement, which may be entered into between the City and the landowners within the District. The District shall execute a joinder and become a party to the Development Agreement. The City does not consent to the organization of the District, election, or issuance of bonds from any revenue available to the District until the Development Agreement is executed.

Section 6. The City Council hereby finds and determines that sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted as a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Texas Open Meetings Act, contained in Chapter 551 of the Texas Government Code, as amended, and that this meeting was open to the public and the subject matter of this Resolution and its contents have been discussed, considered and formally acted upon by the City Council. Further, the City Council ratifies, approves and confirms such written notice and the contents and posting thereof, and the foregoing fully complied with all applicable law.

Section 7. If any part of this Resolution, of whatever size, is ever declared invalid or unenforceable for any reason, the remainder of this Resolution shall remain in full force and effect.

Section 8. This Resolution shall be effective from and after its passage by the City Council.

PASSED AND APPROVED by the City Council of the City of Lockhart, Texas, the 21st day of July, 2026.

_____
Lew White, Mayor

ATTEST:

_____
Julie Bowermon, City Secretary

APPROVED AS TO FORM:

_____
Brad Bullock, City Attorney

CITY OF LOCKHART, TEXAS

RESOLUTION NO. 2025-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, GRANTING CONDITIONAL CONSENT TO THE CREATION OF THE LOCKHART MUNICIPAL UTILITY DISTRICT OF CALDWELL COUNTY AND THE INCLUSION OF 889.3 ACRES OF LAND INTO SAID DISTRICT; MAKING FINDINGS RELATED THERETO; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lockhart, Texas (the "City"), a home-rule municipality created under the laws of the State of Texas, received a request for consent from Spencewood, Inc., ("Owner") to the creation of the Lockhart Municipal Utility District of Caldwell County (the "District") encompassing 889.3 acres ("Land") as more particularly described in Exhibit A, attached hereto and incorporated by reference, approximately 720.681 acres of the Land being situated within the City's extraterritorial jurisdiction and the remainder situated within unincorporated Caldwell County; and

WHEREAS, the Land is not situated within the corporate limits or extraterritorial jurisdiction of any other municipality; and

WHEREAS, Section 54.016 of the Texas Water Code provides that land within a city or its extraterritorial jurisdiction may not be included within a municipal utility district without such city's consent; and

WHEREAS, this Resolution is authorized by Section 54.016 of the Texas Water Code, Chapters 49 and 54 of the Texas Water Code, Section 42.042 of the Texas Local Government Code, and all applicable law; and

WHEREAS, the District will be created and organized pursuant to Article XVI, Section 59 and Article III, Section 52, of the Texas Constitution, and Chapters 49 and 54 of the Texas Water Code, as amended; and

WHEREAS, the City wishes to evidence its conditional support and consent for the creation of the District to the extent any portion of the District is located within the City's extraterritorial jurisdiction, as evidenced by Exhibit A, subject to the terms of a Development Agreement to be negotiated between the City and the landowners (the "Development Agreement") and the terms of this Resolution, subject to the expiration thereof upon the passage of one-hundred eighty (180) days,

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

Section 1. All of the above premises are hereby found to be true and correct legislative findings of the City Council of the City of Lockhart (the "City Council"), and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Section 2. The City Council hereby grants its conditional support and consent for the creation of a district operating pursuant to Article XVI, Section 59 and Article III, Section 52, Texas Constitution and Chapter 54, Texas Water Code, as amended, to the extent any portion of the District is located within its extraterritorial jurisdiction as shown more fully in Exhibit A and to the extent that the City and Owner and District are able to negotiate and enter into a Development Agreement, and the City Manager of the City is hereby authorized to execute any documents necessary to effectuate this Resolution. The City Council's conditional consent expires one hundred and eighty (180) days from the date of this Resolution.

Section 3. The City Council further states that it has not relinquished any rights, duties or powers relating to the inclusion of the District within its extraterritorial jurisdiction.

Section 4. The City Council further states that this Resolution is provided subject to and in reliance upon the terms of a Development Agreement, which may be entered into between the City and the landowners within the District. The District shall execute a joinder and become a party to the Development Agreement. The City does not consent to the organization of the District, election, or issuance of bonds from any revenue available to the District until the Development Agreement is executed.

Section 5. The City Council hereby finds and determines that sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted as a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Texas Open Meetings Act, contained in Chapter 551 of the Texas Government Code, as amended, and that this meeting was open to the public and the subject matter of this Resolution and its contents have been discussed, considered and formally acted upon by the City Council. Further, the City Council ratifies, approves and confirms such written notice and the contents and posting thereof, and the foregoing fully complied with all applicable law.

Section 6. If any part of this Resolution, of whatever size, is ever declared invalid or unenforceable for any reason, the remainder of this Resolution shall remain in full force and effect.

Section 7. This Resolution shall be effective from and after its passage by the City Council.

PASSED AND APPROVED by the City Council of the City of Lockhart, Texas the 18th day of February, 2025.

Lew White, Mayor

ATTEST:

Julie Bowermon, City Secretary

APPROVED AS TO FORM:

Bradford E. Bullock, City Attorney

(Legal Description of Property to be included in the District)

DESCRIPTION OF AN 889.3 ACRE TRACT OF LAND
SITUATED IN THE JAMES M. BAKER SURVEY, ABSTRACT NO. 46
MILES G. DIKES SURVEY NO. 9, ABSTRACT NO. 6
CALDWELL COUNTY, TEXAS

BEING an 889.3 acre tract of land situated in the James M. Baker Survey, Abstract No. 46, and the Miles G. Dikes Survey No. 9, Abstract No. 6 of Caldwell County, Texas, being a portion of a called 691.822 acre tract of land described in an instrument to Spencewood, Inc. described in Volume 194, Page 893, Official Public Records of Caldwell County, Texas (O.P.R.C.C.T.), save and except a called 80.895 acre tract described in an instrument recorded in Volume 538, Page 333, O.P.R.C.C.T., and save and except a called 129.248 acre tract described in an instrument recorded in Volume 552, Page 399, O.P.R.C.C.T.; being all of a called 181.790 acre tract described in an instrument to Spencewood, Inc. recorded in Volume 503, Page 764, O.P.R.C.C.T.; being a portion of a called 57.315 acre tract of land described in an instrument to Spencewood, Inc. recorded in Volume 634, Page 543, O.P.R.C.C.T., save and except a called 0.339 acre tract recorded in Volume 579, Page 97, O.P.R.C.C.T.; said 889.3 acre tract of land described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod found on the East right-of-way line of State Highway 130 a controlled access variable width right-of-way (right-of-way being dedicated in the following documents: Volume 579, Page 39, O.P.R.C.C.T., Volume 579, Page 47, O.P.R.C.C.T., Volume 579, Page 27, O.P.R.C.C.T., Volume 579, Page 55, O.P.R.C.C.T., Volume 579, Page 65, O.P.R.C.C.T., Volume 579, Page 73, O.P.R.C.C.T., Volume 579, Page 81, O.P.R.C.C.T., Volume 579, Page 89, O.P.R.C.C.T., Volume 579, Page 104, O.P.R.C.C.T., Volume 579, Pg. 112, O.P.R.C.C.T., Volume 579, Page 97, O.P.R.C.C.T., Volume 579, Page 120, O.P.R.C.C.T., Volume 579, Page 128, O.P.R.C.C.T., Volume 619, Page 659, O.P.R.C.C.T., Volume 619, Page 661, O.P.R.C.C.T., and Volume 579, Page 136, O.P.R.C.C.T), being the Southwest corner of the remainder of a called 101.25 acre tract of land described in an instrument to Zanty Lynn Champion and wife Doris Bragg Champion recorded in Volume 356, Page 19, Deed Records of Caldwell County, Texas (D.R.C.C.T.) and being the Northwest corner of the remainder of said 691.822 acre tract of land;

THENCE, South 61° 53' 33" East, along and with the North line of said 691.822 acre tract and the South line of said 101.25 acre tract, a distance of 93.52 feet to a 5-inch cedar fence corner post found for an angle point;

THENCE, North 78° 52' 36" East, continuing along and with the North line of said 691.822 acre tract and the South line of said 101.25 acre tract, a distance of 348.06 feet to a 4-inch cedar fence post found for an angle point;

THENCE, North 78° 30' 19" East, continuing along and with the North line of said 691.822 acre tract and the South line of said 101.25 acre tract, a distance of 950.36 feet to a 5/8-inch iron rod with cap stamped "Summit Geomatics, Inc." set in the center of an old tree stump with wire;

THENCE, South 10° 40' 13" East, along and with an East line of said 691.822 acre tract and the West line of a called 70.83 acre tract (Tract II) and a called 70.83 acre tract (Tract I) described in an instrument to Delbert Decker recorded in Volume 435, Page 472, O.P.R.C.C.T., a distance of 2,008.96 feet to a 10-inch cedar fence post found for the Southwest corner of said 70.83 acre tract (Tract I) and being an interior corner of said 691.822 acre tract and the herein described tract;

THENCE, North 78° 21' 12" East, along and with the South line of said 70.83 acre tract (Tract I) and the North line of said 691.822 acre tract, and the North line of said 181.790 acre tract, a distance of 3,275.62 feet to a 3/8-inch iron rod found for the Southeast corner of said Tract I and being the Southwest corner of a called 118.357 acre tract of land described in an instrument to Bridge to One, Inc. recorded in Document No. 2021-009484, O.P.R.C.C.T. and being an angle point on the North line of said 181.790 acre tract;

THENCE, North 78° 03' 03" East, along and with the South line of said 118.357 acre tract and the North line of said 181.790 acre tract, a distance of 1,777.47 feet to a 7-inch cedar fence post found on the occupied West right-of-way line of Dry Creek Road (variable width right-of-way – no deed of record found) and being the occupied Northeast corner of said 181.790 acre tract, and an angle point on the South line of said 118.357 acre tract;

THENCE, along and with the East and South lines of said 181.790 acre tract same being the occupied West and North right-of-way lines of said Dry Creek Road, the following eight (8) bearings and distances:

1) South 36° 03' 44" East, a distance of 20.64 feet to a 5/8-inch iron rod with cap stamped "Summit Geomatics, Inc." set for an angle point;
2) South 11° 35' 37" East, a distance of 593.70 feet to a 5/8-inch iron rod with cap stamped "Summit Geomatics, Inc." set for an angle point;
3) South 12° 13' 42" East, a distance of 721.17 feet to a 5/8-inch iron rod with cap stamped "Summit Geomatics, Inc." set for an angle point;
4) South 11° 31' 51" East, a distance of 1,285.35 feet to an 8-inch cedar fence corner post found for corner;
5) South 00° 48' 15" East, a distance of 159.84 feet to a 6-inch cedar fence corner post found for corner;
6) South 39° 04' 45" West, a distance of 71.90 feet to an 8-inch cedar fence corner post found for corner;
7) South 78° 27' 46" West, a distance of 772.29 feet to a 6-inch cedar fence corner post found for corner;
8) South 79° 38' 55" West, a distance of 784.15 feet to a 7-inch cedar fence corner post found for the most Easterly Northeast corner of said 691.822 acre tract;

THENCE, along and with the East lines of said 691.822 acre tract same being the occupied West right-of-way line of said Dry Creek Road, the following seven (7) bearings and distances:

1) South 10° 03' 46" West, a distance of 75.84 feet to a 37-inch live oak tree;
2) South 13° 04' 38" East, a distance of 86.31 feet to a 7-inch cedar fence corner post;
3) South 26° 28' 01" East, a distance of 83.48 feet to an 8-inch cedar fence corner post;
4) South 21° 18' 42" East, a distance of 512.98 feet to a 5/8-inch iron rod with cap stamped "Summit Geomatics, Inc." set for an angle point;
5) South 21° 10' 59" East, a distance of 911.78 feet to a 5/8-inch iron rod with cap stamped "Summit Geomatics, Inc." set for an angle point;
6) South 25° 11' 46" East, a distance of 622.32 feet to a 5/8-inch iron rod with cap stamped "Summit Geomatics, Inc." set for an angle point;

7) South 21° 52' 46" East, a distance of 608.22 feet to a 3-inch metal fence post found for the occupied Southeast corner of said 691.822 acre tract and the occupied Northeast corner of a called 100 acre tract of land described as Second Tract in an instrument to Barbara Lou Segler et al recorded in Volume 364, Page 54 of the D.R.C.C.T.;

THENCE, along and with the common line of said 100 acre tract and said 691.822 acre tract, the following four (4) bearings and distances:

1) South 78° 19' 35" West, a distance of 1,848.63 feet to a 7-inch cedar fence post found for an angle point;
2) South 78° 18' 17" West, a distance of 1,280.10 feet to a 4-inch metal fence post found for an angle point;
3) South 78° 45' 38" West, a distance of 806.01 feet to a t-post found for an angle point;
4) South 77° 54' 58" West, a distance of 885.98 feet to a calculated point in the approximate centerline of Plum Creek and being the East line of a called 204.145 acre tract of land described in an instrument to La Familia Partnership, LTD., recorded in Volume 228, Page 493, O.P.R.C.C.T., and being further described in Volume 416, Page 694, D.R.C.C.T., and being the common Westerly corner of said 100 acre tract and said 691.822 acre tract and marking the most Southerly Southwest corner of the herein described tract;

THENCE, along and with the approximate centerline of Plum Creek, same being the East line of said 204.145 acre tract and the West line of said 691.822 acre tract, the following forty-one (41) bearings and distances:

1) North 23° 24' 09" East, a distance of 57.35 feet to a calculated point for corner;
2) North 11° 15' 07" East, a distance of 99.02 feet to a calculated point for corner;
3) North 03° 03' 49" West, a distance of 83.76 feet to a calculated point for corner;
4) North 40° 07' 18" West, a distance of 54.71 feet to a calculated point for corner;
5) North 43° 48' 44" West, a distance of 86.61 feet to a calculated point for corner;
6) North 76° 38' 06" West, a distance of 59.52 feet to a calculated point for corner;
7) North 89° 34' 23" West, a distance of 159.53 feet to a calculated point for corner;
8) North 45° 43' 00" West, a distance of 237.39 feet to a calculated point for corner;
9) North 04° 50' 50" West, a distance of 88.11 feet to a calculated point for corner;
10) North 38° 24' 49" West, a distance of 112.95 feet to a calculated point for corner;
11) North 31° 03' 49" West, a distance of 66.09 feet to a calculated point for corner;
12) North 48° 41' 53" West, a distance of 69.74 feet to a calculated point for corner;
13) South 81° 32' 05" West, a distance of 138.88 feet to a calculated point for corner;
14) South 84° 47' 07" West, a distance of 45.19 feet to a calculated point for corner;
15) South 80° 12' 18" West, a distance of 76.04 feet to a calculated point for corner;
16) South 75° 16' 21" West, a distance of 22.49 feet to a calculated point for corner;
17) South 33° 29' 16" West, a distance of 72.95 feet to a calculated point for corner;
18) South 66° 38' 23" West, a distance of 113.82 feet to a calculated point for corner;
19) North 52° 12' 37" West, a distance of 29.22 feet to a calculated point for corner;
20) North 51° 00' 35" West, a distance of 100.62 feet to a calculated point for corner;
21) North 58° 43' 21" West, a distance of 115.68 feet to a calculated point for corner;
22) South 89° 41' 28" West, a distance of 84.87 feet to a calculated point for corner;
23) North 49° 34' 03" West, a distance of 161.32 feet to a calculated point for corner;
24) North 10° 20' 55" West, a distance of 146.23 feet to a calculated point for corner;
25) North 06° 40' 43" East, a distance of 113.07 feet to a calculated point for corner;

26) North 02° 26' 01" West, a distance of 62.69 feet to a calculated point for corner;
27) North 06° 30' 09" East, a distance of 51.12 feet to a calculated point for corner;
28) North 12° 55' 26" East, a distance of 70.10 feet to a calculated point for corner;
29) North 15° 21' 21" East, a distance of 97.97 feet to a calculated point for corner;
30) North 10° 31' 47" East, a distance of 155.22 feet to a calculated point for corner;
31) North 24° 32' 11" East, a distance of 33.50 feet to a calculated point for corner;
32) North 11° 05' 46" East, a distance of 56.86 feet to a calculated point for corner;
33) North 19° 37' 09" East, a distance of 179.53 feet to a calculated point for corner;
34) North 33° 57' 25" East, a distance of 116.26 feet to a calculated point for corner;
35) North 42° 05' 09" East, a distance of 86.94 feet to a calculated point for corner;
36) North 59° 43' 10" East, a distance of 77.48 feet to a calculated point for corner;
37) North 52° 59' 09" East, a distance of 217.90 feet to a calculated point for corner;
38) North 54° 38' 09" East, a distance of 79.74 feet to a calculated point for corner;
39) North 34° 30' 50" East, a distance of 166.27 feet to a calculated point for corner;
40) North 11° 33' 43" East, a distance of 112.67 feet to a calculated point for corner;
41) North 04° 11' 35" West, a distance of 78.81 feet to a calculated point for the Northeast corner of said 204.145 acre tract and being the Southeast corner of said 57.315 acre tract;

THENCE, South 78° 34' 00" West, along and with the occupied South line of said 57.315 acre tract and being the occupied North line of said 204.145 acre tract, a distance of 1,616.84 feet to a calculated point for corner;

THENCE, North 11° 27' 55" East, over and across said 57.315 acre tract, a distance of 55.71 feet to a 1/2-inch iron rod with cap stamped "Hinkle Surveying" found for the monumented Southeast corner of a called 9.988 acre tract of land described in an instrument to Spencewood, Inc. recorded in Volume 634, Page 601, O.P.R.C.C.T.;

THENCE, North 11° 09' 57" East, along and with the West line of said 57.315 acre tract same being the East line of said 9.998 acre tract, the East line of a called 9.484 acre tract described in an instrument to Spencewood, Inc. recorded in Volume 634, Page 551, O.P.R.C.C.T., the East line of a called 9.391 acre tract described in an instrument to Spencewood, Inc. recorded in Volume 634, Page 558, O.P.R.C.C.T., the East line of a called 9.329 acre tract described in an instrument to Spencewood, Inc. recorded in Volume 634, Page 565, O.P.R.C.C.T., the East line of a called 9.304 acre tract described in an instrument to Spencewood, Inc. recorded in Volume 634, Page 572, O.P.R.C.C.T., the East line of a called 9.198 acre tract described in an instrument to Spencewood, Inc. recorded in Volume 634, Page 536, O.P.R.C.C.T., and the East line of a called 36.934 acre tract described in an instrument to Spencewood, Inc. recorded in Volume 634, Page 528, O.P.R.C.C.T., at a distance of 2,444.22 feet passing a 1/2-inch iron rod (bent) and continuing for a total distance of 2,591.70 feet to a calculated point in the approximate centerline of Plum Creek and being the Northeast corner of said 36.934 acre tract;

THENCE, along and with the North line of said 36.934 acre tract, the following eight (8) bearings and distances:

1) North 31° 24' 31" West, a distance of 61.66 feet to a calculated point for corner;
2) North 08° 56' 21" West, a distance of 84.16 feet to a calculated point for corner;
3) North 40° 23' 15" West, a distance of 114.49 feet to a calculated point for corner;
4) North 43° 38' 39" West, a distance of 134.69 feet to a calculated point for corner;
5) North 19° 31' 20" West, a distance of 80.43 feet to a calculated point for corner;
6) North 37° 11' 55" West, a distance of 100.98 feet to a calculated point for corner;

7) North 45° 50' 12" West, a distance of 211.91 feet to a calculated point for corner;
8) North 68° 14' 45" West, a distance of 106.56 feet to a 60D nail found on the East right-of-way line of said S.H. 130;

THENCE, North 11° 10' 57" East, along and with the East right-of-way line of said S.H. 130, a distance of 1,552.24 feet to a TxDOT Type II brass disc monument marking the beginning of a curve to the right;

THENCE, continuing along and with the East right-of-way line of said S.H. 130 and along said curve to the right through an angle of 02° 17' 59", having a radius of 12,000.00 feet, an arc length of 481.63 feet and whose long chord bears North 12° 19' 56" East, a distance of 481.60 feet to the **POINT OF BEGINNING** and containing 889.3 acres of land.

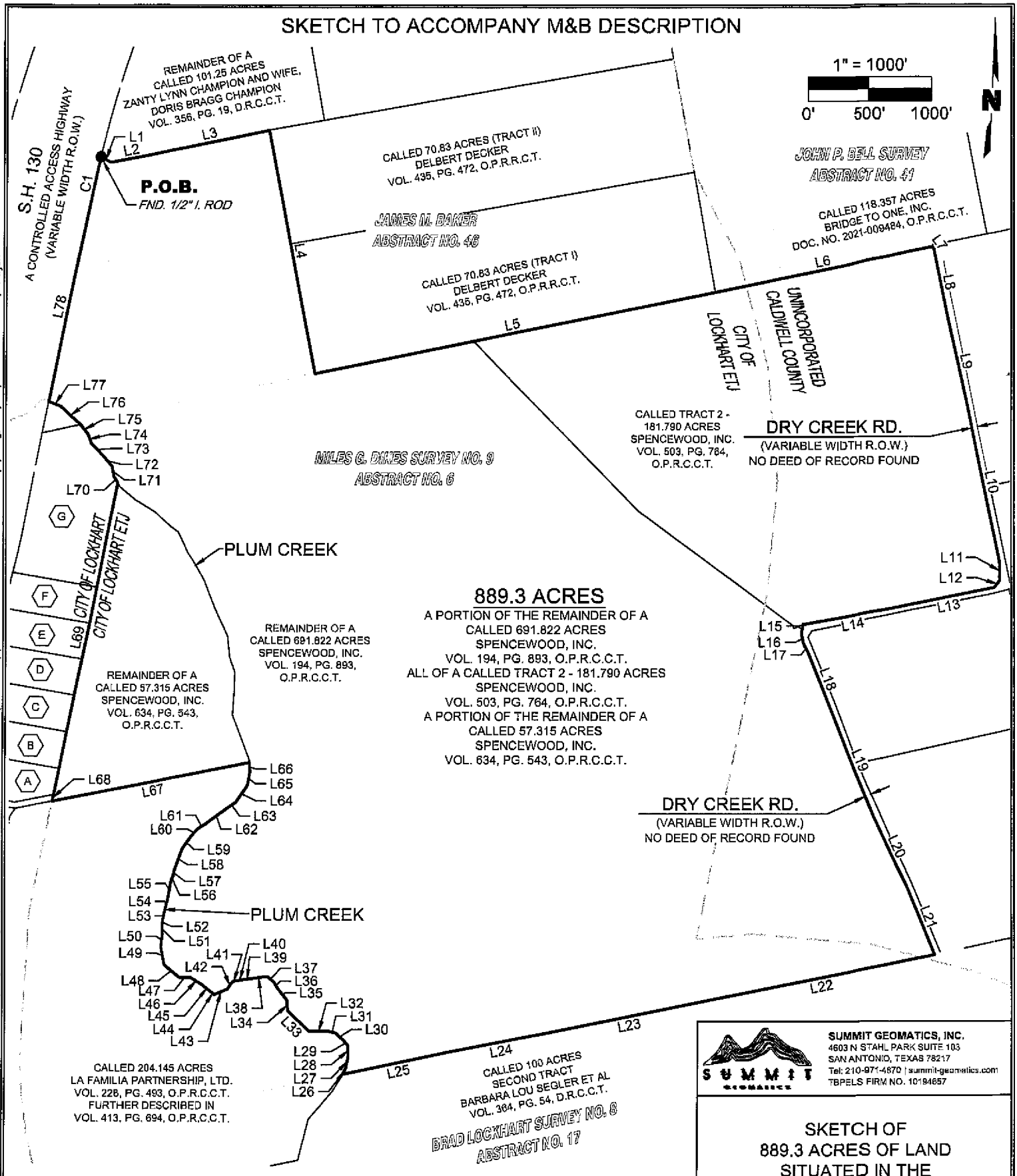
Notes:

1) Bearing orientation is based upon the Texas Coordinate System, South Central Zone 4204, North American Datum of 1983 (NAD 83), 2011 Adjustment, Epoch 2010.00. Distances shown hereon are in Surface. To convert distances to Divide by the Surface Adjustment Factor of 1.00013.

2) This M&B description was prepared in conjunction with a survey sketch of even date.

Robert A. Harper, RPLS No. 6582
Summit Geomatics, Inc.
4603 N Stahl Park Suite 103
San Antonio, Texas 78217
TBPELS Firm No. 10194657

SKETCH TO ACCOMPANY M&B DESCRIPTION



SUMMIT GEOMATICS, INC.
4603 N STAHL PARK SUITE 103
SAN ANTONIO, TEXAS 78217
Tel: 210-971-4870 | summit-geomatics.com
TBPELS FIRM NO. 10194657

SKETCH OF 889.3 ACRES OF LAND SITUATED IN THE JAMES M. BAKER SURVEY, A-46 MILES G. DIKES SURVEY NO. 9, A-6 CALDWELL COUNTY, TEXAS

SCALE:	JOB NO.:	DATE:	SHEET:
1"=1,000'	24.0329	02/06/2025	1 OF 2

GENERAL NOTES:

1. BEARING ORIENTATION IS BASED UPON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE 4204, NORTH AMERICAN DATUM OF 1983 (NAD 83), 2011 ADJUSTMENT, EPOCH 2010.00. MEASUREMENTS ARE IN U.S. SURVEY FEET. DISTANCES AND COORDINATES SHOWN HEREON ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY USING THE COMBINED ADJUSTMENT FACTOR OF 1.00013.
2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.

X:\03_Summit_Projects\2024-Projects\24.0329_GrayEngineering_SpencewoodSvy_Lockhart\03_Finals\01_CAD\Spencewood-LockhartOutsideCL1(S).dwg, 2/06/2025 2:52 PM, alujan

SKETCH TO ACCOMPANY M&B DESCRIPTION

LINE TABLE		
NO.	BEARING	DISTANCE
L1	S 61°53'33" E	93.52'
L2	N 78°52'36" E	348.06'
L3	N 78°30'19" E	950.36'
L4	S 10°40'13" E	2,008.96'
L5	N 78°21'12" E	3,275.62'
L6	N 78°03'03" E	1,777.47'
L7	S 36°03'44" E	20.64'
L8	S 11°35'37" E	593.70'
L9	S 12°13'42" E	721.17'
L10	S 11°31'51" E	1,285.35'
L11	S 00°48'15" E	159.84'
L12	S 39°04'45" W	71.90'
L13	S 78°27'46" W	772.29'
L14	S 79°38'55" W	784.15'
L15	S 10°03'46" W	75.84'
L16	S 13°04'38" E	86.31'
L17	S 26°28'01" E	83.48'
L18	S 21°18'42" E	512.98'
L19	S 21°10'59" E	911.78'
L20	S 25°11'46" E	622.32'
L21	S 21°52'46" E	608.22'
L22	S 78°19'35" W	1,848.63'
L23	S 78°18'17" W	1,280.10'
L24	S 78°45'38" W	806.01'
L25	S 77°54'58" W	885.98'
L26	N 23°24'09" E	57.35'
L27	N 11°15'07" E	99.02'
L28	N 03°03'49" W	83.76'
L29	N 40°07'18" W	54.71'
L30	N 43°48'44" W	86.61'
L31	N 76°38'06" W	59.52'
L32	N 89°34'23" W	159.53'
L33	N 45°43'00" W	237.39'
L34	N 04°50'50" W	88.11'
L35	N 38°24'49" W	112.95'
L36	N 31°03'49" W	66.09'
L37	N 48°41'53" W	69.74'
L38	S 81°32'05" W	138.88'
L39	S 84°47'07" W	45.19'

LINE TABLE		
NO.	BEARING	DISTANCE
L40	S 80°12'18" W	76.04'
L41	S 75°16'21" W	22.49'
L42	S 33°29'16" W	72.95'
L43	S 66°38'23" W	113.82'
L44	N 52°12'37" W	29.22'
L45	N 51°00'35" W	100.62'
L46	N 58°43'21" W	115.68'
L47	S 89°41'28" W	84.87'
L48	N 49°34'03" W	161.32'
L49	N 10°20'55" W	146.23'
L50	N 06°40'43" E	113.07'
L51	N 02°26'01" W	62.69'
L52	N 06°30'09" E	51.12'
L53	N 12°55'26" E	70.10'
L54	N 15°21'21" E	97.97'
L55	N 10°31'47" E	155.22'
L56	N 24°32'11" E	33.50'
L57	N 11°05'46" E	56.86'
L58	N 19°37'09" E	179.53'
L59	N 33°57'25" E	116.26'
L60	N 42°05'09" E	86.94'
L61	N 59°43'10" E	77.48'
L62	N 52°59'09" E	217.90'
L63	N 54°38'09" E	79.74'
L64	N 34°30'50" E	166.27'
L65	N 11°33'43" E	112.67'
L66	N 04°11'35" W	78.81'
L67	S 78°34'00" W	1,616.84'
L68	N 11°27'55" E	55.71'
L69	N 11°09'57" E	2,591.70'
L70	N 31°24'31" W	61.66'
L71	N 08°56'21" W	84.16'
L72	N 40°23'15" W	114.49'
L73	N 43°38'39" W	134.69'
L74	N 19°31'20" W	80.43'
L75	N 37°11'55" W	100.98'
L76	N 45°50'12" W	211.91'
L77	N 68°14'45" W	106.56'
L78	N 11°10'57" E	1,552.24'

CURVE TABLE					
NO.	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	481.63'	12,000.00'	2°17'59"	N 12°19'56" E	481.60'

LEGEND

DOC.	DOCUMENT
FND.	FOUND
I.	IRON
NO.	NUMBER
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS
PG.	PAGE
P.O.B.	POINT OF BEGINNING
VOL.	VOLUME

(A) REMAINDER OF A CALLED 9.988 ACRES SPENCEWOOD, INC. VOL. 634, PG. 601, O.P.R.C.C.T.

(B) REMAINDER OF A CALLED 9.484 ACRES SPENCEWOOD, INC. VOL. 634, PG. 551, O.P.R.C.C.T.

(C) REMAINDER OF A CALLED 9.391 ACRES SPENCEWOOD, INC. VOL. 634, PG. 558, O.P.R.C.C.T.

(D) REMAINDER OF A CALLED 9.329 ACRES SPENCEWOOD, INC. VOL. 634, PG. 565, O.P.R.C.C.T.

(E) REMAINDER OF A CALLED 9.304 ACRES SPENCEWOOD, INC. VOL. 634, PG. 572, O.P.R.C.C.T.

(F) REMAINDER OF A CALLED 9.198 ACRES SPENCEWOOD, INC. VOL. 634, PG. 536, O.P.R.C.C.T.

(G) REMAINDER OF A CALLED 36.934 ACRES SPENCEWOOD, INC. VOL. 634, PG. 528, O.P.R.C.C.T.

SUMMIT GEOMATICS, INC.
4603 N STAHL PARK SUITE 103
SAN ANTONIO, TEXAS 78217
Tel: 210-971-4870 | summit-geomatics.com
TBPELS FIRM NO. 10194657

SKETCH OF 889.3 ACRES OF LAND SITUATED IN THE JAMES M. BAKER SURVEY, A-46 MILES G. DIKES SURVEY NO. 9, A-6 CALDWELL COUNTY, TEXAS

SCALE:	JOB NO.:	DATE:	SHEET:
1"=1,000'	24.0329	02/06/2025	2 OF 2

X:\03_Summit_Projects\2024-Projects\24.0329_GrayEngineering_SpencewoodSvy_Lockhart\03_Finals\01_CAD\Spencewood-LockhartOutsideCL1(S).dwg, 2/06/2025 2:52 PM, slujan

DESCRIPTION OF A 148.5 ACRE TRACT OF LAND
SITUATED IN THE JAMES M. BAKER SURVEY, ABSTRACT NO. 46
CALDWELL COUNTY, TEXAS

BEING a 148.5 acre tract of land situated in the James M. Baker Survey, Abstract No. 46 of Caldwell County, Texas, being all of a called 70.83 acre tract of land described as Tract I and all of a called 70.83 acre tract of land described as Tract II recorded in Volume 435, Page 472, of the Official Public Records of Caldwell County, Texas (O.P.R.C.C.T.); said 148.5 acre tract of land described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron rod found on the East right-of-way line of State Highway 130 a controlled access variable width right-of-way (right-of-way being dedicated in the following documents: Volume 553, Page 255, O.P.R.C.C.T., Volume 579, Page 39, O.P.R.C.C.T., Volume 579, Page 47, O.P.R.C.C.T., Volume 579, Page 27, O.P.R.C.C.T., Volume 579, Page 55, O.P.R.C.C.T., Volume 579, Page 65, O.P.R.C.C.T., Volume 579, Page 73, O.P.R.C.C.T., Volume 579, Page 81, O.P.R.C.C.T., Volume 579, Page 89, O.P.R.C.C.T., Volume 579, Page 104, O.P.R.C.C.T., Volume 579, Pg. 112, O.P.R.C.C.T., Volume 579, Page 97, O.P.R.C.C.T., Volume 579, Page 120, O.P.R.C.C.T., Volume 579, Page 128, O.P.R.C.C.T., Volume 619, Page 659, O.P.R.C.C.T., Volume 619, Page 661, O.P.R.C.C.T., and Volume 579, Page 136, O.P.R.C.C.T), being the Southwest corner of the remainder of a called 101-1/4 acre tract of land described in an instrument to Zanty Lynn Champion and wife Doris Bragg Champion recorded in Volume 356, Page 19, Deed Records of Caldwell County, Texas (D.R.C.C.T.) and being the Northwest corner of a called 691.822 acre tract of land described in an instrument recorded to Spencewood, Inc. recorded in Volume 194, Page 893, O.P.R.C.C.T.;

THENCE, South 61° 53' 33" East, along and with the North line of said 691.822 acre tract and the South line of said 101-1/4 acre tract, a distance of 93.52 feet to a 5-inch cedar fence corner post found for an angle point;

THENCE, North 78° 52' 36" East, continuing along and with the North line of said 691.822 acre tract and the South line of said 101-1/4 acre tract, a distance of 348.06 feet to a 4-inch cedar fence post found for an angle point;

THENCE, North 78° 30' 19" East, continuing along and with the North line of said 691.822 acre tract and the South line of said 101-1/4 acre tract, a distance of 950.36 feet to a 5/8-inch iron rod with cap stamped “Summit Geomatics, Inc.” found in the center of an old tree stump with wire for the Northwest corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, North 79° 42' 13" East, along and with the North line of said 70.83 acre Tract II same being the South line of said 101-1/4 acre tract, and the South line of a called 78.962 acre tract of land described in an instrument to David L. Pittman recorded in Volume 35, Page 339, D.R.C.C.T., a distance of 3,290.86 feet to a 3/8-inch iron rod found on the West line of a called 118.357 acre tract of land described in an instrument to Bridge to One, Inc. recorded in Document No. 2021-009484, O.P.R.C.C.T., for the Southeast corner of said 78.962 acre tract, marking the Northeast corner of the herein described tract;

THENCE, South 10° 12' 23" East, along and with the West line of said 118.357 acre tract same being the East lines of said 70.83 acre Tracts I and II, a distance of 1,931.74 feet to a 3/8-inch iron rod found on the North line of a called 181.790 acre tract of land described as Tract 2 in an instrument to Spencewood Inc., recorded in Volume 503, Page 764, O.P.R.C.C.T., and marking the Southeast corner of said 70.83 acre Tract I and the herein described tract;

THENCE, South 78° 21' 12" West, along and with the South line of said 70.83 acre Tract I same being the North lines of said 181.790 acre tract and said 691.822 acre tract, a distance of 3,275.62 feet to a 10-inch Cedar Post found marking the Southwest corner of said 70.83 acre Tract I and the herein described tract;

THENCE, North 10° 40' 13" West, along and with an East line of said 691.822 acre tract and the West lines of said 70.83 acre Tracts I and II, a distance of 2,008.96 feet to **POINT OF BEGINNING** and containing 148.5 acres of land.

Notes:

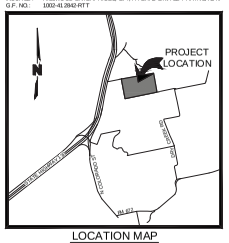
1) Bearing orientation is based upon the Texas Coordinate System, South Central Zone 4204, North American Datum of 1983 (NAD 83), 2011 Adjustment, Epoch 2010.00. Distances shown hereon are in Surface. To convert distances to Divide by the Surface Adjustment Factor of 1.00013.

2) This M&B description was prepared in conjunction with a survey of even date.

_____

Robert A. Harper, RPLS No. 6582
Summit Geomatics, Inc.
4603 N Stahl Park Suite 103
San Antonio, Texas 78217
TBPELS Firm No. 10194657

INSURED: HILLWOOD ENTERPRISES, L.P., A TEXAS LIMITED PARTNERSHIP
G.F. NO.: 1002-413942-RTT



LOCATION MAP
NOT TO SCALE

TITLE COMMITMENT NOTES:

10a. Easement granted by August Schuenemann to Texas Power & Light Company, recorded in Volume 121, Page 595, Deed Records, Caldwell County, Texas. **(Shown Hereon)**

10b. Easement granted by Adolf Seeliger and wife, Martha Seeliger, to Sinclair Refining Company, recorded in Volume 217, Page 118, Deed Records, Caldwell County, Texas. **(Shown Hereon)**

10c. Easement granted by Hilmer A. Seeliger to Humble Pipe Line Company, recorded in Volume 291, Page 578, Deed Records, Caldwell County, Texas. **(Shown Hereon)**

10d. Easement granted by Hilmer A. Seeliger and wife, Jewell Seeliger, to Plum Creek Conservation District of Lockhart, Texas, recorded in Volume 298, Page 210, Deed Records, Caldwell County, Texas. **(This easement is for floodwater retarding structure No. 22, which does not appear to have been constructed - No description for the easement - likely reverted back to Grantor due to no construction)**

10e. Easement granted by Jewell Seeliger, Alvina Bragg, and Lena Jackson to The Veterans' Land Board of the State of Texas, recorded in Volume 303, Page 567, Deed Records, Caldwell County, Texas. **(Shown Hereon)**

10f. Easement granted by Fane and Alvina Bragg to Delbert Decker recorded in Volume 322, Page 227, Deed Records, Caldwell County, Texas. **(This easement is a part of our subject tract - No description for the easement, Terrace outlet easement)**

10g. Easement granted by Delbert Decker to Plum Creek Conservation District of Lockhart, Texas, recorded in Volume 365, Page 79, Deed Records, Caldwell County, Texas. **(This easement is for floodwater retarding structure No. 22, which does not appear to have been constructed - No description for the easement - likely reverted back to Grantor due to no construction)**

10h. Easement granted Veteran's Land Board of Texas and Delbert Decker by to Plum Creek Conservation District of Lockhart, Texas, recorded in Volume 365, Page 393, Deed Records, Caldwell County, Texas. **This easement is for floodwater retarding structure No. 22, which does not appear to have been constructed - No description for the easement - likely reverted back to Grantor due to no construction)**

10i. Terms, Conditions, and Stipulations contained in the Easement and Right of Way Agreement, recorded in Volume 220, Page 838, Official Public Records, Caldwell County, Texas. **(This is a Blanket Easement- No description provided)**

10j. -10p; **(Not survey related)**

DESCRIPTION OF A 148.5 ACRE TRACT OF LAND
SITUATED IN THE LINNEUS M. BAKER SURVEY, ABSTRACT NO. 46
CALDWELL COUNTY, TEXAS

BEING a 148.5 acre tract of land situated in the James M. Baker Survey, Abstract No. 46 of Caldwell County, Texas, being all of a called 70.83 acre tract of land described as Tract I and all of a called 70.83 acre tract of land described as Tract II recorded in Volume 435, Page 472, of the Official Public Records of Caldwell County, Texas (O.P.R.C.C.T.); said 148.5 acre tract of land described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron rod found on the East right-of-way line of State Highway 130 a controlled access variable width right-of-way (right-of-way being dedicated in the following documents: Volume 579, , Page 39, O.P.R.C.C.T., Volume 579, Page 47, O.P.R.C.C.T., Volume 579, Page 27, O.P.R.C.C.T., Volume 579, Page 55, O.P.R.C.C.T., Volume 579, Page 65, O.P.R.C.C.T., Volume 579, Page 73, O.P.R.C.C.T., Volume 579, Page 81, O.P.R.C.C.T., Volume 579, Page 89 , O.P.R.C.C.T., Volume 579, Page 104, O.P.R.C.C.T., Volume 579, Pg. 112, O.P.R.C.C.T., Volume 579, Page 97, O.P.R.C.C.T., Volume 579, Page 120, O.P.R.C.C.T., Volume 579, Page 128, , O.P.R.C.C.T., Volume 619, Page 659, O.P.R.C.C.T., Volume 619, Page 661, O.P.R.C.C.T., and Volume 579, Page 136, O.P.R.C.C.T), being the Southwest corner of the remainder of a called 101.25 acre tract of land described in an instrument to Zetty Lynn Champion and wife Doris Bragg Champion recorded in Volume 356, Page 19, Deed Records of Caldwell County, Texas (D.R.C.C.T.) and being the Northwest corner of a called 691.822 acre tract of land described in an instrument recorded to Spencewood, Inc. recorded in Volume 194, Page 893, O.P.R.C.C.T.;

THENCE, South 61° 5'3' 33" East, along and with the North line of said 691.822 acre tract and the South line of said 101.25 acre tract, a distance of 93.52 feet to a 5-inch cedar fence corner post found for an angle point;

THENCE, North 7 8° 52' 36" East, continuing along and with the North line of said 691.822 acre tract and the South line of said 101.25 acre tract, a distance of 348.06 feet to a 4-inch cedar fence post found for an angle point;

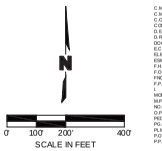
THENCE, North 7 8° 30' 19" East, continuing along and with the North line of said 691.822 acre tract and the South line of said 1.01.25 acre tract, a distance of 950.36 feet to a 5,/8-inch iron rod with cap stamped "Summit Geomatics, Inc." found in the center of an old tree stump with wire for the Northwest corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, North 79° 4'2' 13" East, along and with the North line of said 70.83 acre Tract 2 same being the South line of said 101.25 acre tract, and the South line of a called 78.962 acre tract of land described in an instrument to David L. Pittman recorded in Volume 35, Page 339, O.R.C.C.T., a distance of 3,290.86 feet to a 3/8-inch iron rod found on the West line of a called 118.357 acre tract of land described in an instrument to Bridge to One, Inc. recorded in Document No. 2021-009 484, O.P.R.C.C.T., being the Northeast corner of the herein described tract;

THENCE, South 10° 12' 23" East, along and with the West line of said 118.357 acre tract same being the East lines of said 70.83 acre Tracts I and II, a distance of 1,3 31.74 feet to a 3/8-inch iron rod found on the North line of a called 181.790 acre tract of land described as Tract 2 in an instrument to Spencewood Inc., recorded in Volume 503, Page 764, O.P.R.C.C.T., and marking the Southeast corner of said 70.83 acre Tract I and the herein described tract;

THENCE, South 7 8° 21' 1 2" West, along and with the South line of said 70.83 acre Tract I same being the North lines of said 181.790 acre tract and said 691.822 acre tract, a distance of 3,275.62 feet to a 10-inch Cedar Post found marking the Southwest corner of said 70.83 acre Tract I and the herein described tract;

THENCE, North 10° 40' 1 3" West, along and with an East line of said 691.822 acre tract and the West lines of said 70.83 acre Tracts I and II, a distance of 2,018.96 feet to **POINT OF BEGINNING** and containing 148.5 acres of land.



LEGEND

C.M.	CONTROLLING MONUMENT	R.C.P.	REINFORCED CONCRETE PIPE
C.I.P.	CAST IRON METAL PIPE	R.O.W.	RIGHT-OF-WAY
C.O.	CLEAN OUT	T.P.	TELEPHONE POST
CONC.	CONCRETE	TEL.	TELEPHONE
D.E.	DRAINAGE EASEMENT	U.C.B.	UNDERGROUND CABLE/COMMUNICATION BOX
D.R.C.C.T.	DEED RECORDS OF CALDWELL COUNTY, TEXAS	U.E.	UTILITY EASEMENT
DOC.	DOCUMENT	U.E.B.	UNDERGROUND ELECTRIC BOX
E.C.R.	ELECTRIC CONDUIT RISER	VOL.	VOLUME
E.M.	ELECTRIC METER	TEL. PED.	TELEPHONE PEDESTAL
ESMT.	EASEMENT	W.M.S.	WATER METER
F.H.	FIRE HYDRANT	W.M.	WATER METER
F.O.M.	FIBER OPTIC METER	W.V.	WATER VALVE
FND.	FOUND		CALCULATED POINT
F.P.	FENCE POST		GUY
	PIPE		5/8 OR 1/2-INCH I.R.OD
MON.	MONUMENT		6-INCH CONCRETE MONUMENT
M.P.R.C.C.T.	MAP AND PLAT RECORDS OF CALDWELL COUNTY, TEXAS		SET 5/8-INCH IRON ROD W/CAP STAMPED "SUMMIT GEOMATICS, INC"
NO.	NUMBER		BARBED WIRE FENCE
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS		CHAIN LINK FENCE
PED.	PEDESTAL		OVERHEAD UTILITY LINE
P.I.	POINT		EDGE OF ASPHALT
P.M.	PIPELINE MARKER		TxDOT R.O.W. - ACCESS DENIAL
P.O.B.	POINT OF BEGINNING		ABSTRACT LINE
P.P.	POWER POLE		CITY OF LOCKHART ETJ LINE
			FEMA FLOOD LINE

GENERAL NOTES:

1. BEARING ORIENTATION IS BASED UPON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE 4204, NORTH AMERICAN DATUM OF 1983 (NAD 83), 2011 ADJUSTMENT, EPOCH 2010.00. MEASUREMENTS ARE IN U.S. SURVEY FEET. DISTANCES AND COORDINATES SHOWN HEREON ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY USING THE COMBINED ADJUSTMENT FACTOR OF 1.000 0.15.
2. THIS SURVEY WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY UNDER G.F. NO. 1002-402927-RTT, DATED EFFECTIVE FEBRUARY 1, 2025 AND ISSUED ON FEBRUARY 28, 2025.
3. THE PROPERTY LIES IN ZONE "A" AND UNSHADED ZONE "X" AS DELINEATED ON THE FLOOD INSURANCE RATE MAP FOR CALDWELL COUNTY, TEXAS AND INCORPORATED AREAS, MAP NO. 48055C0130E, EFFECTIVE DATE JUNE 19, 2012. FLOODLINES SHOWN HEREON WERE OBTAINED FROM THE FEMA GIS DATA SET.
4. THE METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SURVEY.
5. FIELDWORK WAS COMPLETED ON JUNE 20, 2025.

TO HILLWOOD ENTERPRISES, L.P., A TEXAS LIMITED PARTNERSHIP, AND FIRST AMERICAN TITLE:

I, ROBERT A. HARPER, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS MANUAL OF PRACTICE REQUIREMENTS FOR A CATEGORY 1A, CONDITION 2, LAND TITLE SURVEY. THE FIELDWORK WAS COMPLETED ON THE 20TH DAY OF JUNE, 2025 UNDER MY DIRECT SUPERVISION.

DATED THIS THE 23RD DAY OF JUNE, 2025.

STATE OF TEXAS
REGISTERED
ROBERT A. HARPER
6582
PROFESSIONAL
LAND SURVEYOR

PRELIMINARY; THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

ROBERT A. HARPER, RPLS NO. 6582
SUMMIT GEOMATICS, INC.
TEL: (210) 971-4870
RHARPER@SUMMIT-GEOMATICS.COM

SUMMIT GEOMATICS, INC.
4603 NS TAHL PARK SUITE 103
SAN ANTONIO, TEXAS 78217
Tel: 210-971-4870 | summit@summit-geomatics.com
TBPELS FIRM NO. 10194657

CATEGORY 1A, CONDITION 2
LAND TITLE SURVEY OF
148.5 ACRES OF LAND
SITUATED IN THE
JAMES M. BAKER SURVEY, A-46
CALDWELL COUNTY, TEXAS

SCALE:	JOB NO.:	DATE:	SHEET:
1"=200'	25.0125	06/23/2025	1 OF 1

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: July 21, 2026

AGENDA ITEM CAPTION: Acceptance of the 3rd Quarter Fiscal Year 2026 Investment Report.

ORIGINATING DEPARTMENT AND CONTACT: Finance - Keeli Howard

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: The Texas Public Funds Investment Act requires local governments to review and accept the quarterly investment reports for each quarterly reporting period of the fiscal year. The 3rd Quarter Investment Report of Fiscal Year End (FYE) 2026, ending June 30, 2026 is presented for your review and acceptance.

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 a motion to accept the 3rd Quarter Investment Report for FYE 2026.

LIST OF SUPPORTING DOCUMENTS: FYE 2026 3rd Quarter Report

CITY OF LOCKHART

Quarterly Investment Report
For the Quarter Ended June 30, 2026

July 21, 2026

CITY of LOCKHART

Quarterly Investment Report

For the Quarter Ended June 30, 2026

This report is presented in accordance with the Texas Government Code, Title 10, Chapter 2256, Public Funds Investment; Section 2256.023 known as the "Public Funds Investment Act". Attached is a detailed City of Lockhart investment report for the period April 1, 2026 through June 30, 2026. The Investment Portfolio Summary reports the beginning and ending book values and market values for the quarterly reporting period as follows:

	Investment Portfolio	
	Book Value	**Market Value**
April 1, 2026		
Cash	547,188	547,188
Marketable Securities	0	0
Investment Pools	58,576,635	57,186,641
Certificates of Deposits	0	0
Total:	**59,123,822**	**57,733,829**
June 30, 2026		
Cash	1,514,957	1,514,957
Marketable Securities	0	0
Investment Pools	52,625,893	52,302,646
Certificates of Deposits	0	0
Total:	**54,140,851**	**53,817,603**

	Fund Availabilty	
April 1, 2026		
Unrestricted Funds	5,297,397	5,297,397
Restricted Funds	53,826,425	52,436,432
Total Funds	**59,123,822**	**57,733,829**
June 30, 2026		
Unrestricted Funds	2,890,769	2,890,769
Restricted Funds	51,250,081	50,926,834
Total Funds	**54,140,851**	**53,817,603**

The investment portfolio, at all times during the quarter, complied with the Public Funds Investment Act and the City of Lockhart Investment Policy. TexPool, Texas CLASS and TexSTAR were also in compliance with the Public Funds Investment Act and the City of Lockhart Investment Policy throughout the quarter.

Joseph Resendez
City Manager

Keeli Howard
Finance Director

CITY of LOCKHART

Investment Portfolio Summary

For the Quarter Ended June 30, 2026

	June 30, 2026			
	9/30/2026	% of Total	Market Value	% of Total
April 1, 2026				
Cash	547,188	0.9%	547,188	0.9%
Marketable Securities	0	0.0%	0	0.0%
Investment Pools	58,576,635	99.1%	57,186,641	99.1%
Certificates of Deposits	0	0.0%	0	0.0%
Portfolio Total	**59,123,823**	**100.0%**	**57,733,829**	**100.0%**
June 30, 2026				
Cash	1,514,957	2.8%	1,514,957	2.8%
Marketable Securities	0	0.0%	0	0.0%
Investment Pools	52,625,893	97.2%	52,302,646	97.2%
Certificates of Deposits	0	0.0%	0	0.0%
Portfolio Total	**54,140,851**	**100.0%**	**53,817,603**	**100.0%**
Change in Value				
Cash	967,769		967,769	
Marketable Securities	0		0	
Investment Pools	(5,950,742)		(4,883,995)	
Certificates of Deposits	0		0	
Portfolio Total	**(4,982,972)**		**(3,916,226)**	
	0			

Maturity Data	Book Value @ 6/30/2026	Weighted Average Maturity	Yield to Maturity
Cash	1,514,957	0 Days	1.00%
Marketable Securities	0	0 Days	0.00%
Investment Pools - Texas CLASS	22,024,786	53 Days *	3.79%
Investment Pools - TexPool	13,034,111	47 Days *	3.65%
Investment Pools - TexSTAR	17,250,984	40 Days *	3.60%
Certificates of Deposits	0	0 Days	0.00%
	53,824,839	46 Days	3.61%

Benchmark - 6 Week Treasury Bills - Secondary Market @ June 30, 2026 3.73%

* Weighted Average Maturity of Pool Investments - City funds are available from pools upon request.

Total Return On Investment	Interest Earned
Cash	4,150
Marketable Securities	0
Investment Pools - Texas CLASS	206,348
Investment Pools - TexPool	125,328
Investment Pools - TexSTAR	155,229
Certificates of Deposits	0
Total Return on Investment	491,055

CITY OF LOCKHART

Cash Accounts (as reconciled to FLNB)

For the Quarter Ended June 30, 2026

General Operating Account - FLNB		
		Value
April 1, 2026	$	543,924
Deposits		10,153,014
Withdrawals		(9,186,131)
Interest Earned		4,150
June 30, 2026	$	1,514,957

Total Cash Accounts		
		Value
April 1, 2026	$	543,924
Deposits		10,153,014
Withdrawals		(9,186,131)
Interest Earned		4,150
June 30, 2026	$	1,514,957

CITY of LOCKHART
Marketable Securities Transaction Summary
For the Quarter Ended June 30, 2026

Type of Security	CUSIP	Purchase Date	Par Value	Coupon 0.34%	Date of Maturity	Yield to Maturity	Purchase Price	Quarterly Interest Earned	Beginning Value @ Par	Beginning Book Value	Beginning Market Value	Ending Value @ Par	Ending Book Value	Ending Market Value
								-	April 1, 2026			June 30, 2026		0
								-						0
Totals			$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Purchases

Type of Security	CUSIP	Purchase Date	Par Value	Coupon Rate	Date of Maturity	Yield to Maturity	Settlement Total	Price	Accrued Interest
Totals			$ -				$ -		$ -

Maturities

	Purchase Date	Par Value	Coupon Rate	Date of Maturity	Yield to Maturity	Settlement Total
$ -						
Totals		$ -	0.59%			$ -

CITY OF LOCKHART

Investment Pool Transactions Summary

For the Quarter Ended June 30, 2026

TexPool - City of Lockhart

	Book Value	Market Value	Net Asset Value	Weighted Aver. Maturity	Average Monthly Yield
April 1, 2026	18,275,007	18,274,276	0.999960	44 Days	3.6700%
Deposits	0				
Withdrawals	(5,366,223)				
Interest Earned	125,328				
June 30, 2026	13,034,111	13,030,983	0.999760	47 Days	3.6500%

Texas CLASS

	Book Value	Market Value	Net Asset Value	Weighted Aver. Maturity	Average Monthly Yield
April 1, 2026	21,818,438	21,815,293	0.999856	49 days	3.8110%
Deposits	0				
Withdrawals	0				
Interest Earned	206,348				
June 30, 2026	22,024,786	22,021,904	0.999869	53 days	3.7868%

TexSTAR

	Book Value	Market Value	Net Asset Value	Weighted Aver. Maturity	Average Monthly Yield
April 1, 2026	17,095,755	17,097,072	1.000077	36 Days	3.6770%
Deposits	0				
Withdrawals	0				
Interest Earned	155,229				
June 30, 2026	17,250,984	17,249,759	0.999929	40 Days	3.5974%

(*) Feburary 28, 2026

Total of All Pools

	Book Value	Market Value
April 1, 2026	57,505,212	57,517,862
Deposits	0	
Withdrawals	(5,366,223)	
Interest Earned	486,905	
June 30, 2026	52,625,893	52,302,646

CITY of LOCKHART
Certificates of Deposit Transaction Summary
For the Quarter Ended June 30, 2026

Holdings During the Quarter

CD Number	Holder	Purchase Date	Face Value	Interest Rate	Date of Maturity	Yield to Maturity	Purchase Price	Quarterly Interest Earned	Beginning Face Value April 1, 2026	Beginning Market Value April 1, 2026	Ending Face Value June 30, 2026	Ending Market Value June 30, 2026
			$ -				$ -	$ -	$ -	$ -	$ -	$ -

Purchases

CD Number	Holder	Purchase Date	Face Value	Interest Rate	Date of Maturity	Yield to Maturity	Purchase Price
			$ -				$ -

Maturities

CD Number	Holder	Purchase Date	Face Value	Interest Rate	Date of Maturity	Yield to Maturity	Settlement Total
			$ -				$ -

City of Lockhart

Investment Pools

Standard and Poor's Ratings

Month	TexPool	TexSTAR	Texas CLASS
April-25	AAAm	AAAm	AAAm
May-25	AAAm	AAAm	AAAm
June-25	AAAm	AAAm	AAAm
July-25	AAAm	AAAm	AAAm
August-25	AAAm	AAAm	AAAm
September-25	AAAm	AAAm	AAAm
October-25	AAAm	AAAm	AAAm
November-25	AAAm	AAAm	AAAm
December-25	AAAm	AAAm	AAAm
January-26	AAAm	AAAm	AAAm
February-26	AAAm	AAAm	AAAm
March-26	AAAm	AAAm	AAAm
April-26	AAAm	AAAm	AAAm
May-26	AAAm	AAAm	AAAm
June-26	AAAm	AAAm	AAAm

City of Lockhart

Bank Collateralization

Standard and Poor's Ratings

Month	FLNB Collateralization *
April-25	AAA
May-25	AAA
June-25	AAA
July-25	AAA
August-25	AAA
September-25	AAA
October-25	AAA
November-25	AAA
December-25	AAA
January-26	AAA
February-26	AAA
March-26	AAA
April-26	AAA
May-26	AAA
June-26	AAA

* Guaranteed by US government (AAA)

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: July 21, 2026

AGENDA ITEM CAPTION: Receive the Lockhart Freedom Act second quarterly report of 2026.

ORIGINATING DEPARTMENT AND CONTACT: Police - Gary Williamson

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: The Lockhart Police Department continues to implement sections of the Lockhart Freedom Act that are not in conflict with state and federal law. These include evidence handling protocols (Section 12.06), codification of officer discretion in low-level marijuana cases (Section 12.10), and public transparency through quarterly reporting (Section 12.12).

This second quarterly report for 2026 provides data on LPD enforcement activity related to minor marijuana possession during the most recent reporting period. Included in this report are:

- Total number of misdemeanor marijuana-related arrests and citations issued,
- Estimated personnel time devoted to enforcement of these cases,
- Demographic breakdowns (age, gender, race, and ethnicity) of individuals cited or arrested.

This report builds upon the City's efforts to promote accountability, transparency, and informed decision-making.

PROJECT SCHEDULE (if applicable):

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION: Acknowledged receipt of previous quarterly reports.

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Acknowledge receipt of second quarterly report of 2026.

LIST OF SUPPORTING DOCUMENTS: Misdemeanor Marijuana Enforcement (Apr 1, 2026 to June 31, 2026)

MISDEMEANOR MARIJUANA ENFORCEMENT

(Arrests & Citations)

April 1, 2026 to June 31, 2026

				SUSPECT DESCRIPTION				
DATE	**CASE NUMBER**	**ARREST/CITATION**	**CHARGE**	**AGE**	**GENDER**	**RACE**	**ETHNICITY**	**EST. MINUTES**
5/12/2026	2026050048	Citation	Poss Drug Para	18	F	W		11 mins.
5/16/2026	2026050060	Citation#	Poss Drug Para	33	M	W	H	209 mins.
5/22/2026	2026050087	Citation#	Poss Drug Para	39	M	W	H	95 mins.
6/16/2026	2026060035	Citation	Poss Drug Para	24	M	W	H	16 mins.
6/17/2026	2026060039	Citation	Poss Drug Para	22	F	W	H	27 mins.
6/29/2026	2026060073	Citation	Poss Drug Para	55	M	W	H	205 mins.

SCHOOLS:

4/17/2026	2026040058	Arrest	Poss Marij < 2oz - Drug Free Zone	17	M	W	H	107 mins.
4/20/2026	2026040078	Juv Admin	Poss Marij < 2oz - Drug Free Zone	16	F	W	H	29 mins.
4/21/2026	2026040081	Arrest	Poss Marij < 2oz - Drug Free Zone	18	M	W	H	25 mins.
4/21/2026	2026040083	Juv Admin	Poss Marij < 2oz - Drug Free Zone	15	M	W	H	26 mins.
4/22/2026	2026040086	Juv Admin	Poss Marij < 2oz - Drug Free Zone	16	M	W	H	15 mins
4/22/2026	2026040089	Juv Admin	Poss Marij < 2oz - Drug Free Zone	16	M	W	H	23 mins.
4/22/2026	2026040090	Juv Admin	Poss Marij < 2oz - Drug Free Zone	15	F	W	H	34 mins.
4/23/2026	2026040094	Juv Admin	Poss Marij < 2oz - Drug Free Zone	15	M	W	H	84 mins.
5/18/2026	2026050070	Juv Admin	Poss Marij < 2oz - Drug Free Zone	15	M	W	H	8 mins.

* - Possession of marijuana along with other illegal narcotics.

^ - Possession of Drug Paraphernalia citation in lieu of arrest for Possession of Marijuana.

- Possession of marijuana along with other crimes.

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: July 21, 2026

AGENDA ITEM CAPTION: Discussion and/or action regarding Resolution No. 2026-29 approving an Economic Development Incentive Agreement between the Lockhart Economic Development Corporation and Mill Scale Metalworks, LLC, for the purchase of manufacturing equipment and creation of new full-time jobs.

ORIGINATING DEPARTMENT AND CONTACT: Economic Development - Holly Malish

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION: Mill Scale Metalworks, LLC, a Lockhart-based manufacturer located at 800 N. Commerce Street, has requested financial assistance from the Lockhart Economic Development Corporation (LEDC) to purchase three advanced precision manufacturing machines. Currently, the company outsources approximately $800,000 to $900,000 in manufacturing work each year because it lacks the specialized equipment needed to fabricate certain precision metal components in-house. The new equipment will enable Mill Scale to bring this work back to Lockhart, expand production capacity, reduce operating costs, and support the company's continued growth.

The proposed Economic Development Incentive Agreement authorizes the LEDC to provide a manufacturing equipment incentive in an amount not to exceed $300,000 following the company's purchase of the equipment and satisfaction of the performance requirements established in the agreement. The incentive will be paid on a reimbursement basis upon verification of equipment purchase and compliance with the agreement.

As part of the agreement, Mill Scale has committed to:

- Create a minimum of six (6) new full-time jobs, increasing employment from 15 to at least 21 full-time employees.
- Increase annual payroll from approximately $606,000 to at least $750,000 over the performance period.
- Invest in new manufacturing equipment and maintain the required employment and payroll levels throughout the agreement term.
- Submit annual compliance reports and supporting documentation demonstrating continued compliance with the agreement.

The investment is expected to strengthen Lockhart's manufacturing sector by expanding local production capabilities, retaining and creating quality jobs, increasing taxable business personal property, reducing manufacturing work currently performed outside the community, and generating additional annual revenue through expanded operations.

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

PROJECT SCHEDULE (if applicable): Once approved, machines will be ordered and ready in approximately 12-16 weeks.

AMOUNT & SOURCE OF FUNDING:
Funds Required:
Account Number:
Funds Available:
Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION: The Lockhart EDC Board approved Resolution No. 2026-09 and Incentive Agreement on July 13, 2026

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends approving Resolution No. 2026-29

LIST OF SUPPORTING DOCUMENTS: City Council Resolution No. 2026-29 Mill Scale, Lockhart EDC Resolution No. 2026-09 - Mill Scale, Exhibit A - Mill Scale Incentive Agreement, Exhibit B - Incentive Monitoring Form 2025-03-25

RESOLUTION NO. 2026-29

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, APPROVING AN ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT BETWEEN THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION AND MILL SCALE, LLC; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Lockhart Economic Development Corporation ("LEDC") is a Type B economic development corporation created pursuant to Chapters 501 and 505 of the Texas Local Government Code for the purpose of promoting economic development within the City of Lockhart; and

WHEREAS, Mill Scale, LLC ("Mill Scale") proposes to expand its manufacturing operations located at 800 N. Commerce Street in Lockhart, Texas, through the purchase of new manufacturing equipment and the creation of additional full-time jobs; and

WHEREAS, pursuant to the proposed Economic Development Incentive Agreement ("Agreement"), Mill Scale has committed to create a minimum of six (6) new full-time positions, increase its annual payroll, and make a significant investment in manufacturing equipment and tangible personal property in accordance with the performance requirements established in the Agreement; and

WHEREAS, the Agreement provides for a manufacturing equipment incentive from the LEDC in an amount not to exceed Three Hundred Thousand Dollars ($300,000), payable upon satisfaction of the performance requirements and submission of proof of equipment purchase, together with provisions for annual reporting, compliance monitoring, and recapture in the event of default; and

WHEREAS, the City Council finds that the proposed expansion will promote local economic development by creating new employment opportunities, increasing the City's tax base, supporting the growth of manufacturing within the community, and furthering the public purposes authorized by Chapters 501 and 505 of the Texas Local Government Code; and

WHEREAS, the City Council has reviewed the proposed Economic Development Incentive Agreement and finds that approval of the Agreement is in the best interest of the City of Lockhart and its citizens.

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

Section 1. The recitals contained herein are found to be true and correct and are incorporated into this Resolution as though fully set forth herein.

Section 2. The City Council hereby approves the Economic Development Incentive Agreement between the LEDC and Mill Scale Metalworks, LLC, in substantially the form presented to the City Council.

Section 3. The President of the LEDC is authorized to execute the Economic Development Incentive Agreement, and the Executive Director and legal counsel are authorized to make such non-substantive revisions as may be necessary to finalize the Agreement, provided such revisions do not materially alter the intent or financial obligations approved by this Resolution.

Section 4. This Resolution shall become effective immediately upon its adoption.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Lockhart, Texas, on this 21st day of July, 2026.

CITY OF LOCKHART

_____

Lew White
Mayor

ATTEST:

_____

Julie Bowermon
City Secretary

APPROVED AS TO FORM:

_____

Brad Bullock
City Attorney

RESOLUTION NO. 2026-09

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION APPROVING A PERFORMANCE AGREEMENT WITH MILL SCALE METALWORKS, LLC AND AUTHORIZING ECONOMIC DEVELOPMENT INCENTIVES FOR THE PURCHASE OF MANUFACTURING EQUIPMENT IN LOCKHART, TEXAS.

WHEREAS, the Lockhart Economic Development Corporation ("LEDC") is a Type B economic development corporation operating pursuant to Chapters 501 and 505 of the Texas Local Government Code; and

WHEREAS, Mill Scale Metalworks, LLC ("Mill Scale") is expanding its manufacturing operations at 800 N. Commerce Street, Lockhart, Texas, through the purchase of new manufacturing equipment; and

WHEREAS, Mill Scale has committed to creating at least six (6) new full-time jobs, increasing employment from fifteen (15) to twenty-one (21) full-time employees, and maintaining a minimum annual payroll of Seven Hundred Fifty Thousand Dollars ($750,000) in accordance with the Performance Agreement; and

WHEREAS, Mill Scale has requested economic development assistance from the LEDC in the form of a manufacturing equipment incentive not to exceed Three Hundred Thousand Dollars ($300,000), payable upon proof of purchase and subject to the terms and performance requirements set forth in the Performance Agreement; and

WHEREAS, the Board of Directors finds that the Project will promote expanded business development, job creation, increased capital investment, and economic growth within the City of Lockhart and qualifies as a project under Chapters 501 and 505 of the Texas Local Government Code; and

WHEREAS, the Board of Directors further finds that entering into the Performance Agreement serves a public purpose by encouraging primary job creation, expanding the local manufacturing base, increasing the taxable value of business personal property, and strengthening the local economy.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION THAT:

Section 1. The recitals contained herein are found to be true and correct and are incorporated into this Resolution as though fully set forth herein.

Section 2. The Board of Directors hereby approves the Performance Agreement between the Lockhart Economic Development Corporation and Mill Scale Metalworks, LLC, substantially in the form presented to the Board.

Section 3. The Board authorizes a manufacturing equipment incentive in an amount not to exceed Three Hundred Thousand Dollars ($300,000), subject to the terms, conditions, performance requirements, and recapture provisions contained within the Performance Agreement.

Section 4. The Executive Director is hereby authorized to execute the Performance Agreement and any related documents, and to administer the Agreement in accordance with its terms.

Section 5. This Resolution shall become effective immediately upon its adoption.

PASSED AND APPROVED this 13th day of July, 2026.

LOCKHART ECONOMIC DEVELOPMENT CORPORATION

Chairman

Attest:

Holly Malish

Holly Malish, EDC Executive Dir

Approved as to form:

Board Attorney

EXHIBIT A

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT
Mill Scale LLC.

This Economic Development Incentive Agreement ("Agreement") is entered into by and between the Lockhart Economic Development Corporation, a Type-B economic development corporation (hereinafter called "LEDC") and Mill Scale LLC, a Texas limited liability, (hereinafter called "Mill Scale") otherwise known as the "Parties" to this Agreement.

RECITALS

WHEREAS, the Development Corporation Act of 1979, as amended (Section 501.001 et seq, Texas Local Government Code, formerly the Development Corporation Act of 1979) (the "Act") authorizes a development corporation to fund certain projects as defined by the Act and requires development corporations to enter into performance agreements to establish and provide for the direct incentive or make an expenditure on behalf of a business enterprise under a project; and

WHEREAS, Section 501.158 of the ACT requires an incentive agreement to provide at a minimum for a schedule of additional payroll or jobs to be created or retained and capital investment to be made as consideration for any direct incentives provided or expenditures made by the corporation under the agreement and to specify the terms under which repayment must be made if the business enterprise does not meet the performance requirements specified in the agreement; and

WHEREAS, Mill Scale desires to expand operations in Texas and purchase new equipment to use at 800 N. Commerce St, Lockhart TX 78644; and

WHEREAS, Mill Scale intends to add 6 new full-time employees (FTE) to the current 15 FTE with a total, minimum annual payroll of $750,000; and

WHEREAS, LEDC intends to provide a manufacturing equipment incentive sixty (60) days after the City of Lockhart City Council approves the Agreement and upon proof of purchase of the new equipment by Mill Scale pursuant to the terms of the Agreement.

WHEREAS, the addition of new equipment will contribute to the economic development of the City of Lockhart (the "City") by creating new jobs and increased employment, promoting and developing expanded business enterprises, increased development, increased real property value and tax revalue for the City, and will have both a direct and indirect positive overall improvement and stimulus in the local and state economy;

WHEREAS, the LEDC desires to offer incentives to Mill Scale to enable Mill Scale to increase tangible business personal property and workforce pursuant to this Agreement in

substantial conformity with Lockhart 2023 Targeted Business Strategy Refresh Plan and the Act; and

WHEREAS, the Parties are executing and entering into this Agreement to set forth certain terms and obligations of the Parties with respect to such matters; and

WHEREAS, the Parties recognize that all agreements of the Parties hereto and all terms and provisions hereof are subject to the laws of the State of Texas and all rules, regulations and interpretations of any or subdivision thereof at any time governing the subject matters hereof; and

WHEREAS, the Parties agree that all conditions precedent for this Agreement to become a binding agreement have occurred and been complied with, including all requirements pursuant to the Texas Open Meetings Act and all public notices and hearings; if any, have been conducted in accordance with Texas law; and

WHEREAS, on the Effective Date, the commitments contained in this Agreement shall become legally binding obligations of the Parties.

NOW, THEREFORE, in consideration of the mutual covenants, benefits and agreements described and contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and further described herein, the Parties agree as follows:

ARTICLE 1
RECITALS

1. Recitals. The recitals set forth above are declared true and correct by the Parties and are hereby incorporated as part of this Agreement.

ARTICLE II
AUTHORITY AND TERM

1. Authority. The LEDC's execution of this Agreement is authorized by the Act and constitutes a valid and binding obligation of the LEDC. The LEDC acknowledges that Mill Scale is acting in reliance upon the LEDC's performance of its obligations under this Agreement in making the decision to commit substantial money to the establishment of the Project, hereinafter established.

2. Term. This Agreement shall become enforceable upon the Effective Date, hereinafter established, and shall continue until the Expiration Date, hereinafter established, unless terminated sooner or extended by mutual agreement of the Parties in the manner provided for herein.

3. Purpose. The purpose of this Agreement is to formalize the agreements between Mill Scale and the LEDC for the manufacturing equipment incentive to assist with costs associated with the Project and specifically state covenants, representations of the Parties, and the incentives associated with Mill Scale's commitment to abide by the provisions of the Act and to abide by the terms of this Agreement which has been approved by the LEDC and Mill Scale as complying with the specific requirements of the Act. It is expressly agreed that this Agreement constitutes a single transaction. A failure to perform any obligation by Mill Scale may constitute a breach of the entire Agreement and terminate any further commitments (if any) by the LEDC unless an alternative penalty or remedy is provided for herein.

4. Administration of Agreement. Upon the Effective Date, the LEDC delegates the administration and oversight of this Agreement to the Director of the LEDC. Any proposed amendments to the Agreement shall require the approval of the Board of Directors of the LEDC.

ARTICLE III
DEFINITIONS

As used in this Agreement, the following terms shall have the meanings ascribed below. All undefined terms shall retain their usual and customary meaning as by common and ordinary usage.

"Annual Payroll" shall mean the total wages paid, exclusive of employee benefits, to Fulltime Employees at the Lockhart Facility

"Bankruptcy" shall mean the dissolution or termination of a Party's existence as a going business, insolvency, appointment of receiver for any party of such Party's property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

"Manufacturing Equipment Incentive" shall mean an incentive for a new equipment line in exchange for receipts and proof of payment not to exceed THREE HUNDRED THOUSAND DOLLARS ($300,000) from LEDC to Mill Scale; and

"Certificate of Occupancy" shall mean the signed certificate issued by City of Lockhart Permit Inspections Division permitting Mill Scale the right to occupy the Facility and confirming that the entire work covered by the permit and plans are in place.

"Default" shall mean failure by any Party to timely and substantially comply with any performance requirement, duty, or covenant if uncured within sixty (60) days of receiving written notice from any other Party.

"Effective Date" shall be the date of the last signature authorizing this agreement.

"Expiration Date" shall mean April 15, 2032, or such other date to which the Parties agree in writing.

"Facility" shall mean the property and improvements within the 6-acre property located 800 N. Commerce, Lockhart Texas, 78644.

"Force Majeure" shall mean any contingency or cause beyond the reasonable control of a party, including, without limitation, acts of God or the public enemy, war riot, civil corruption, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of a party), fires, explosions or floods, strikes, slowdowns or work stoppages

"Full-time employee" or "FTE" shall mean: (1) an employee with a regular work schedule of at least 40 hours per week as reported on the Texas Employers Quarterly Wage Report from the Texas Workforce Commission and (2) are entitled to at least the customary employer-sponsored employee benefits package afforded by the Mill Scale to its similarly situated employees at other locations.

"Project" shall mean the purchase of new equipment and creation of at least 6 new full-time employees; and

"State of Texas" shall mean the Office of the Texas Comptroller, or its successor; and

"Tangible Personal Property" shall mean real property improvements excluding building and land and tangible personal property, equipment, machinery, fixtures and inventory owned or leased by Mill Scale that is added to the Project subsequent to the execution of this Agreement and is accounted on the tax rolls by the Caldwell County Appraisal District.

ARTICLE IV
ECONOMIC DEVELOPMENT TERMS AND CONDITIONS

1. Manufacturing Equipment Incentive

Subject to the satisfaction of all the terms and conditions of this Agreement and the obligation of Mill Scale to repay the Manufacturing Equipment Incentive pursuant to Article V hereof, the LEDC agrees to provide Mill Scale with a Manufacturing Equipment Incentive not to exceed THREE HUNDRED THOUSAND DOLLARS ($300,000) for the creation of six (6) new FTE's as outlined in the Performance Table. The Manufacturing Equipment Incentive shall be paid to Mill Scale within sixty (60) days after receipt by the LEDC Director of proof of purchase by Mill Scale. Mill Scale must create and maintain the

minimum number of new jobs outlined in the Performance Table for the duration of the agreement.

Performance Table

Period Ending Dec 31	Full-Time Employees	Total Payroll for all jobs-	Minimum Tangible Personal Property	Certification Date
Year 1 - 2027	16	$606,000		15-APR-28
Year 2 - 2028	17	$634,800		15-APR-29
Year 3 - 2029	18	$663,600		15-APR-30
Year 4 - 2030	19	$692,400		15-APR-31
Year 5 - 2031	21	$750,000		15-APR-32

2. Current Revenue. The funds distributed hereunder shall be paid solely from funds lawfully available to the LEDC. Under no circumstances shall the obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. None of the obligations under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

3. Confidentiality. The LEDC, to the extent allowed by law, shall keep all tax information and documentation received, pursuant to this Agreement hereof, confidential. In the event a request is made for such information pursuant to the Texas Public Information Act, LEDC will not disclose the information unless required to do so by the Attorney General of Texas under the provisions of the applicable statutes.

4. Conditions Precedent. The obligation of the LEDC to pay funds in the form of a Manufacturing Equipment Incentive shall be conditioned upon Mill Scale successfully submitting proof of payment for the new equipment and the continued compliance with and satisfaction of each of the conditions set forth in this Agreement as reflected in the Performance Table above.

5. Annual Report. Mill Scale shall submit an Annual Report (an "Annual Report") for the preceding Calendar Year to the Executive Director of the LEDC each year not later than April 15th each year. The Annual Report should substantially conform to the Annual Report Form attached as Exhibit B to this Agreement along with a copy of IRS Form 941. The first Annual Report will be due April 15, 2028.

ARTICLE V
COVENANTS AND DUTIES

1. Mill Scale's Covenants and Duties. Mill Scale makes the covenants and warranties to the LEDC and agrees to timely and fully perform the obligations and duties contained in Article IV of this Agreement. Any false or substantially misleading statements contained herein or failure to timely and fully perform those obligations and duties within this Agreement shall be an act of Default by the Mill Scale.

(a) Mill Scale is authorized to do business and is in good standing in the State of Texas and shall remain in good standing in the State of Texas and the United States of America during any time of this Agreement and shall timely and fully comply with all of the terms and conditions of this Agreement to commence and complete the Project in accordance with the Agreement.

(b) The execution of this Agreement has been duly authorized by Mill Scale's Members, and the individual signing this Agreement is empowered to execute such Agreement and bind Mill Scale. Said authorization, signing, and binding effect is not in contravention of any law, rule, regulation, or of the provisions of Mill Scale's by-laws, or of any agreement or instrument to which Mill Scale is a party to or by which it may be bound.

(c) Mill Scale is not a party to any Bankruptcy proceedings currently pending or contemplated, and Mill Scale has not been informed of any potential involuntary Bankruptcy proceedings.

(d) To its current, actual knowledge, and subject to the Certificate of Occupancy (or other approvals and permits to be obtained under subpart (f) immediately below), Mill Scale has acquired and maintained all necessary rights, licenses, permits, and authority to carry on its business in the City and will continue to use its best efforts to maintain all necessary rights, licenses, permits, and authority.

(e) Mill Scale agrees to obtain or cause to be obtained, all necessary permits and approvals from the City and/or all other governmental agencies having jurisdiction over the construction of any improvements to the Facility and shall be responsible for paying, or causing to be paid, to the City and all other governmental agencies the cost of all applicable permit fees and licenses required for construction of the Project.

(f) Mill Scale shall cooperate with the LEDC in providing all reasonably requested information and documentation to assist the LEDC in its determination that Mill Scale is in compliance with this Agreement.

(g) During the term of this Agreement, Mill Scale agrees to not knowingly employ any undocumented workers as part of the Project, and, if convicted of a violation under 8 U.S.C. Section 1324a, Mill Scale shall be in Default and subject to the remedies set forth in this Agreement. Mill Scale is not liable for an unknown violation of this Section by a subsidiary, affiliate, or franchisee of Mill Scale or by a person with whom Mill Scale contracts provided however that identical federal law requirements provided for herein shall be included as part of any agreement or contract which Mill Scale enters into with any subsidiary, assignee, affiliate, or franchisee for which a Manufacturing Equipment Incentive provided herein will be used.

(h) Mill Scale shall prepare and maintain financial statements in accordance with generally accepted accounting principles in the United States of America as established by the Financial Accounting Standards Board and permit LEDC to visit, examine, audit, inspect, and make and take away copies or reproductions of Mill Scale's book of accounts and other records at mutually agreed upon times (provided, LEDC shall pay the reasonable fees and disbursements of any accountants or other agents of LEDC, selected by LEDC, for the foregoing purposes). Unless written notice of another location is given to LEDC, Mill Scale's books and records will be located at 800 N. Commerce, Lockhart, Caldwell County, Texas 78644.

(i) Mill Scale shall grant LEDC the right to review year-end financial statements to include balance sheet, operating statement and surplus reconciliation, together with an officer's certificate of compliance with this Agreement including computations of all quantitative covenants, as well as un-audited, interim financial statements, and promptly provide LEDC with such additional information, reports, or statements respecting its business operations and financial condition as LEDC may reasonably request in the event any performance objectives are not met as reported in the Annual Reports as required in Article IV, Section 5. To the extent that Mill Scale prepares audited year-end financial statements in the ordinary course of Mill Scale's business, Mill Scale shall grant LEDC the right to review the audited year-end financial statements.

(j) Mill Scale shall grant LEDC the right to periodically (and with reasonable advance notice) verify the terms and conditions of this Agreement including, but not limited to, the number of persons employed by Mill Scale as a result of the assistance provided hereunder, the number of hours each employee worked during the previous 12 months, and the cumulative payroll for Mill Scale's Lockhart operation.

2. LEDC's Covenants and Duties. The LEDC is obligated to pay Mill Scale an amount not to exceed THREE HUNDRED THOUSAND DOLLARS ($300,000) as a Manufacturing Equipment Incentive as set forth in Article IV.

3. Substantial Compliance and Default. Failure by any Party to timely and substantially comply with any performance requirement, duty, or covenant shall be considered an act of Default if uncured within sixty (60) days of receiving written notice from any other Party. Failure of Mill Scale to timely and substantially cure a default will give the LEDC the right to terminate this Agreement, as reasonably determined by the Board of Directors of the LEDC.

4. Recapture. In the event of Default by the Mill Scale, the LEDC shall, as its sole and exclusive remedy for Default hereunder, after providing Mill Scale notice and an opportunity to cure, have the right to recapture all Manufacturing Equipment Incentive amounts previously paid under this Agreement (as applicable, the "Recaptured Amount"). The Recaptured Amount shall be paid by the Mill Scale within one hundred twenty (120)

days after the date Mill Scale is notified by the LEDC of such Default (the "Payment Date") provided said Default was not cured. In the event the Recaptured Amount is not repaid by the applicable Payment Date, the unpaid portion thereof shall accrue interest at the rate of two percent (2.00%) per annum from the Effective Date until paid in full.

ARTICLE VI
TERMINATION

1. Termination. This Agreement shall terminate upon the earliest occurrence of any one or more of the following:

(a) The written agreement of the Parties;
(b) The Agreement's Expiration Date as defined in Article III; or
(c) Default by Mill Scale (at the option of the LEDC).

ARTICLE VII
DISPUTE RESOLUTION

1. In the event of any controversy or claim arising out of or relating to this Agreement or the breach of this Agreement, the parties shall attempt in good faith to resolve the same by good faith mediation before a mediator mutually agreed to by the parties.

2. In the event that the claim or controversy is not settled by mediation or any other alternative dispute resolution method agreed to by the parties, either party may file suit in a court of competent jurisdiction sitting in the State of Texas.

3. In any action, suit, or proceeding arising out of or relating to this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees, court costs, and out-of-pocket expenses (including those incurred in any appeal or in enforcing any judgment), to the extent permitted by law. 'Prevailing party' includes a party that obtains substantially the relief sought, including through dismissal with prejudice or summary judgment."

ARTICLE VIII
MISCELLANEOUS

1. Binding Agreement. The terms and conditions of this Agreement shall be binding on and inure to the benefit of the Parties, and their respective successors and assigns. The Executive Director of the LEDC shall be responsible for the administration of this Agreement and shall have the authority to execute any instruments, duly approved by the LEDC, on behalf of the Parties related thereto. Notwithstanding any other provision of this Agreement to the contrary, performance of either Party under this Agreement is specifically contingent on Mill Scale

obtaining a Certificate of Occupancy from the City and commencing operations at the Facility under the terms of this Agreement.

2. Mutual Assistance. The Parties will do all things reasonably necessary or appropriate to carry out the terns and provisions of this Agreement and to aid and assist each other in carving out such terms and provisions.

3. Representations and Warranties. The LEDC represents and warrants to Mill Scale that this Agreement is within its authority, and that it is duly authorized and empowered to enter into this Agreement, unless otherwise ordered by a court of competent jurisdiction. Mill Scale represents and warrants to the LEDC that it has the requisite authority to enter into this Agreement.

4. Assignment. Mill Scale shall have the right to assign all of its rights, duties, and obligations under this Agreement to a duly qualified third party' with prior written approval of the LEDC. Any assignment provided herein shall not serve to enlarge or diminish the obligations and requirements of this Agreement for a duly qualified third party approved by the LEDC. The LEDC may demand and receive adequate assurance of performance including the deposit or provision of financial security by any proposed Assignee prior to its approval of an assignment. In the event a duly qualified third-party Assignee is approved by the LEDC and provides adequate financial security to ensure performance of the obligations and requirements of this Agreement, Mill Scale shall be released from any remaining performance obligations and any indemnity obligations in the event of Default by the Assignee.

5. Notice. Any notice required or permitted to be delivered hereunder shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses or at such addresses provided by the parties in writing hereafter:

If intended for LEDC: Lockhart Economic Development Corporation
Attention: Executive Director of Economic Development
215 E Market Street
Lockhart, TX 78644

With a Copy To: Messer Fort
Attention: Bradford E. Bullock
4201 W. Parmer Lane
Ste C-150
Austin, TX 78644

If to the Mill Scale: Mill Scale Metalworks

Attention: Erik Larson
800 N. Commerce
Lockhart, TX 78644

With a Copy To: Stibbs & Co., P.C.
Attention: Taylor Nuttall
831 Crossbridge Drive
Spring, Texas 77373

Any Party may designate a different address at any time upon written notice to other Parties.

7. Governing Law. The Agreement shall be governed by the laws of the State of Texas, and the venue for any action concerning this Agreement shall be in the Courts of Caldwell County. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

8. Amendment. This Agreement may be amended by mutual written agreement of the Parties, as approved by the Board of Directors of the LEDC.

9. Legal Construction. In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions of this Agreement.

10. Interpretation. Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which Party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, whatever its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any Party.

11. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties that, in any manner, relates to the subject matter of this Agreement, except as provided for in any Exhibits attached hereto or duly approved amendments to this Agreement, as approved by the Board of Directors of the LEDC.

12. Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.

13 Exhibits. Any Exhibits attached hereto are incorporated by reference for all purposes.

14. Indemnification. ***MILL SCALE AGREES TO DEFEND, INDEMNIFY AND HOLD THE LEDC, ITS OFFICERS, AGENTS SERVANTS AND EMPLOYEES (EACH AN "INDEMNIFIED PARTY"), HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, ACTIONS, COSTS AND EXPENSES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, THOSE FOR PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING DEATH, THAT MAY ARISE OUT OF OR BE OCCASIONED BY (i) MILL SCALE'S DEFAULT WITH RESPECT TO ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT OR (ii) ANY NEGLIGENT ACT OR OMISSION OR INTENTIONAL MISCONDUCT OF MILL SCALE, ITS OFFICERS, AGENTS, ASSOCIATES, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS OR LESSEES, RELATED TO THE LAND, IMPROVEMENTS ON THE LAND, INCLUDING THE PROJECT IMPROVEMENTS AND ANY OPERATIONS AND ACTIVITIES THEREON, OR OTHERWISE TO THE PERFORMANCE OF THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, THE MILL SCALE SHALL NOT, HOWEVER, BE REQUIRED TO INDEMNIFY THE LEDC AGAINST CLAIMS CAUSED BY AN INDEMNIFIED PARTY'S NEGLIGENCE OR WILLFUL MISCONDUCT, AND IF THE LEDC INCURS CLAIMS THAT ARE CAUSED BY THE CONCURRENT FAULT OR NEGLIGENCE OF MILL SCALE AND AN INDEMNIFIED PARTY, MILL SCALE'S INDEMNITY OBLIGATION WILL BE LIMITED TO A FRACTION OF THE TOTAL CLAIMS EQUIVALENT TO MILL SCALE'S OWN PERCENTAGE OF RESPONSIBILITY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.***

TO THE EXTENT ALLOWED BY LAW, THE LEDC HEREBY RELEASES AND AGREES TO HOLD HARMLESS MILL SCALE, ITS OFFICERS, AGENTS, AFFILIATES AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LAWSUITS, ACTIONS, COSTS AND EXPENSES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO THOSE FOR PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING DEATH, THAT MAY RELATE TO, ARISE OUT OF OR BE OCCASIONED BY (i) THE LEDC'S DEFAULT WITH RESPECT TO ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT OR (ii) ANY NEGLIGENT ACT OR OMISSION OR INTENTIONAL MISCONDUCT OF THE LEDC, ITS OFFICERS, SERVANTS, AGENTS, ASSOCIATES, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS, RELATED TO THE LAND, IMPROVEMENTS ON THE LAND, INCLUDING THE PROJECT IMPROVEMENTS, AND ANY OPERATIONS AND ACTIVITIES THEREON, OR OTHERWISE TO THE PERFORMANCE OF THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, THE LEDC SHALL NOT, HOWEVER, BE REQUIRED TO INDEMNIFY MILL SCALE AGAINST CLAIMS CAUSED BY MILL SCALE'S NEGLIGENCE OR WILLFUL MISCONDUCT, AND IF MILL SCALE INCURS CLAIMS THAT ARE CAUSED BY THE CONCURRENT FAULT OR NEGLIGENCE OF MILL SCALE AND THE LEDC, THE LEDC'S OBLIGATION WILL BE LIMITED TO A FRACTION OF THE TOTAL CLAIMS EQUIVALENT TO THE LEDC'S OWN PERCENTAGE OF RESPONSIBILITY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

15. Additional Instruments. The Parties agree and covenant to cooperate, negotiate in good faith, and to execute such other and further instruments and documents as may be reasonably required to fulfill the public purposes provided for and included within this Agreement.

Executed on this day, 13th of July, 2026.

MILLSCALE, LLC

By: _____
Matthew Johnson, Manager

Lockhart Economic Development Corporation

By: _____
Alfredo Munoz, Chairman

Attest:

_____
Holly Malish, Executive Director

Approved as to Form:

_____
Brad Bullock, Attorney

Exhibit B
SAMPLE ANNUAL CERTIFICATION REPORT FORM
[SEE ATTACHED]

Exhibit B

Annual Certification Report

Reporting Period: January I to December 31, 20____

The Annual Certification Report for the Economic Development Performance Agreement between the City of Lockhart Economic Development Corporation and _____ is due on March 31,_____.

Please sign and return the Annual Certification Report form with **accompanying narrative and IRS Form 941.**

I. PROJECT INFORMATION

Company Legal Name: _____

Address (subject to incentive): _____

Company Primary Contact: _____ Title: _____

Phone: _____ Email: ad_____

II. REPORTING INFORMATION

Employment and Wage Information:

What is the total number of Full-Time Employees located at the Facility during the calendar year? _____

What is the current average wage at your facility? _____

What is the total Annual Payroll for the Lockhart Facility during the calendar year? _____

Investment Information:

What is the Company's Personal Property value for the reporting period? _____

Narrative: Please attach a brief narrative explaining the current year's activities and/or comments relating to any potential defaults.

III. ADDITIONAL INFORMATION (VOLUNARTY)

Employment:

Number of Full-Time Employees added in past year: _____

Number of employees that live in Lockhart, Texas: _____

Number of employees that live in Caldwell County, TX: _____

Interested in being contacted about workforce training opportunities? _____ Yes _____ No

Interested in being contacted for assistance with City permits? _____ Yes _____ No

IV. CERTIFICATION

I certify that, to the best of my knowledge and belief, the information and attachments provided herein are true and accurate and in compliance with the terms of the Economic Development Performance Agreement.

I further certify that the representations and warranties contained within the Agreement remain true and correct as of the date of this Certification, and _____remakes those representations and warranties as of the date hereof.

I further certify that the employment and wage information provided is true and accurate to the best of my knowledge and I can provide documentation from the Texas Workforce Commission to support my claim if so requested.

I understand that this Certificate is being relied upon by the LEDC in connection with the expenditure of public funds.

I have the legal and express authority to sign this Certificate on behalf of _____.

Name of Certifying Officer:_____ Certifying Officer's Title: _____

Phone Number: _____ E-Mail Address:_____

Signature of Certifying Officer:_____ Date: _____

STATE OF TEXAS x
COUNTY OF CALDWELL

This information was acknowledged before me on this day of by for _____., a Texas limited partnership, on behalf of said agency

_____
Notary Public, State of Texas

_____
Notary's typed or printed name

_____
My commission expires

The Annual Certification Report is to be completed, signed and returned on or before April 15, 20___Please send an original to the following address:

Attention: Economic Development Director
City of Lockhart Economic Development Corporation
215 E. Market St.
Lockhart, TX 78644

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: July 21, 2026

AGENDA ITEM CAPTION: Discussion and/or action to approve an Agreement with Matador Gruppo, LLC for the Lockhart's Last Drop Cycling Event to be held October 3-4, 2026, and authorizing the Mayor to execute the Agreement.

ORIGINATING DEPARTMENT AND CONTACT: Downtown & Tourism - Tiffany Padilla

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: The City has received a proposal from Matador Gruppo, LLC, organizer of the Lockhart's Last Drop Cycling Event, to host a two-day cycling festival in Lockhart on October 3-4, 2026. The proposed event is intended to promote tourism, showcase downtown Lockhart, support local businesses, and generate economic activity through a combination of competitive cycling races, recreational rides, and family-friendly activities.

The proposed event includes a downtown criterium bicycle race, community and competitive 5K, youth cycling activities, live music and entertainment, vendor activations, and a Sunday Gran Fondo ride originating from the Mill Scale area. Portions of the event would require temporary street closures, use of public rights-of-way, and coordination with City departments to ensure public safety and minimize impacts to residents, businesses, and visitors.

The proposed Agreement establishes the responsibilities of both the City and the Organizer regarding event operations, public safety, insurance, traffic control, resident and business notification, cleanup, and indemnification. The Agreement also requires the Organizer to submit final traffic control, emergency management, medical, operations, and communication plans for City review and approval prior to the event. Approval of the Agreement does not waive any applicable permits or regulatory requirements, all of which must be satisfied before the event may proceed.

If approved, the Agreement authorizes the Organizer to continue planning for the 2026 event, subject to final approval of operational plans and compliance with all applicable federal, state, and local requirements. The Agreement applies only to the 2026 event and does not authorize future events without separate City Council approval.

PROJECT SCHEDULE (if applicable):

- July 21, 2026 – City Council consideration of the Agreement.
- August–September 2026 – Review and approval of required operational, safety, traffic control, and communication plans.
- October 3-4, 2026 – Lockhart's Last Drop Cycling Event.

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

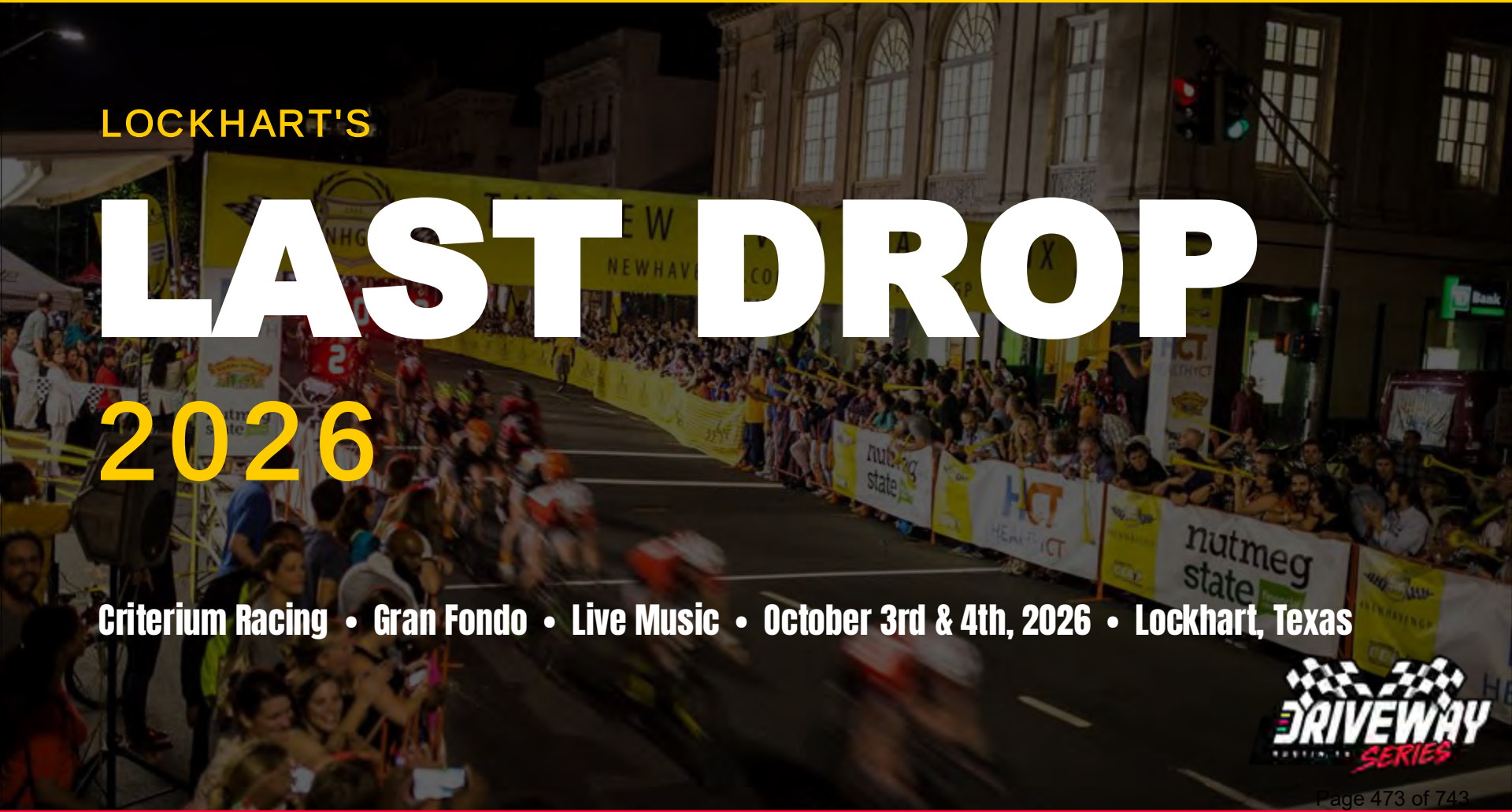
FISCAL NOTE (if applicable): The proposed Agreement does not obligate the City to provide financial assistance beyond any in-kind services expressly approved by the City. Any City support will be coordinated through existing departmental resources and in accordance with the Agreement.

PREVIOUS COUNCIL ACTION: N/A

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends approval of agreement.

LIST OF SUPPORTING DOCUMENTS: Last Drop In Lockhart - Presentation, Last Drop in Lockhart, Last Drop Cycling Event Agreement


LOCKHART'S
LAST DROP
2026
Criterium Racing • Gran Fondo • Live Music • October 3rd & 4th, 2026 • Lockhart, Texas
DRIVEWAY SERIES

WHAT IS A

CRITERIUM?

A criterium — or "crit" — is a high-speed bicycle race held on a short, closed circuit. Riders complete dozens of laps, keeping spectators locked in on the action from start to finish.

Short Circuit
.65 mile loop · 4 corners

High Speed
30+ mph pack speeds

Spectator Friendly
See the whole race from one spot

Lap Format
60–90 minutes of continuous racing

RACING IN THE HEART OF DOWNTOWN

Tight corners. Blazing speed. Spectators inches from the action. The Lockhart criterium puts your brand front and center in a festival atmosphere that lasts all day.

THE PROPOSAL

A FULL DAY OF CYCLING AND COMMUNITY ENERGY IS COMING TO LOCKHART WITH THE LAST DROP BIKE FESTIVAL. ANCHORED BY A SIGNATURE BREAKFAST CLUB GRAVEL FONDO AND HIGH-SPEED PROFESSIONAL CRITERIUM RACING THROUGH DOWNTOWN, THE EVENT BRINGS ELITE COMPETITION AND SPECTATOR EXCITEMENT TO THE HEART OF THE CITY.

DESIGNED FOR EVERYONE, THE DAY ALSO FEATURES A 5K FOR LOCAL PARTICIPATION AND A LIVE MUSIC STAGE THAT TURNS DOWNTOWN INTO A VIBRANT FESTIVAL ATMOSPHERE. THE LAST DROP IS MORE THAN AN EVENT—IT'S THE BEGINNING OF A PREMIER ANNUAL TRADITION THAT WILL DRIVE TOURISM, SUPPORT LOCAL BUSINESSES, AND SHOWCASE LOCKHART AS A CYCLING DESTINATION.

EVENT IMPACT

Criteriums have a festival atmosphere often paired along with music, art, fairs. The events are often paired with local health initiatives, and can include kids bike races and larger mass start cycling events.

The economic impact can be immediately felt by surrounding business and hotels as most racers choose to stay overnight in the area for the following days festivities.

THE SCHEDULE

CRITERIUM RACING & 5K - SATURDAY

- DOWNTOWN CRIT RACING 1:00-8:00PM
- KIDS RACE
- 5K PRESENTED BY THE LOOP
- AFTER PARTY WITH BANDS AT LOCAL BUSINESS

BREAKFAST CLUB GRAN-FONDO - 8:00 AM SUNDAY

- 20, 40, 70 MILE ROUTE OPTIONS
- PROFESSIONALLY TIMED
- CELEBRATION LUNCH AT KREUZ MARKET

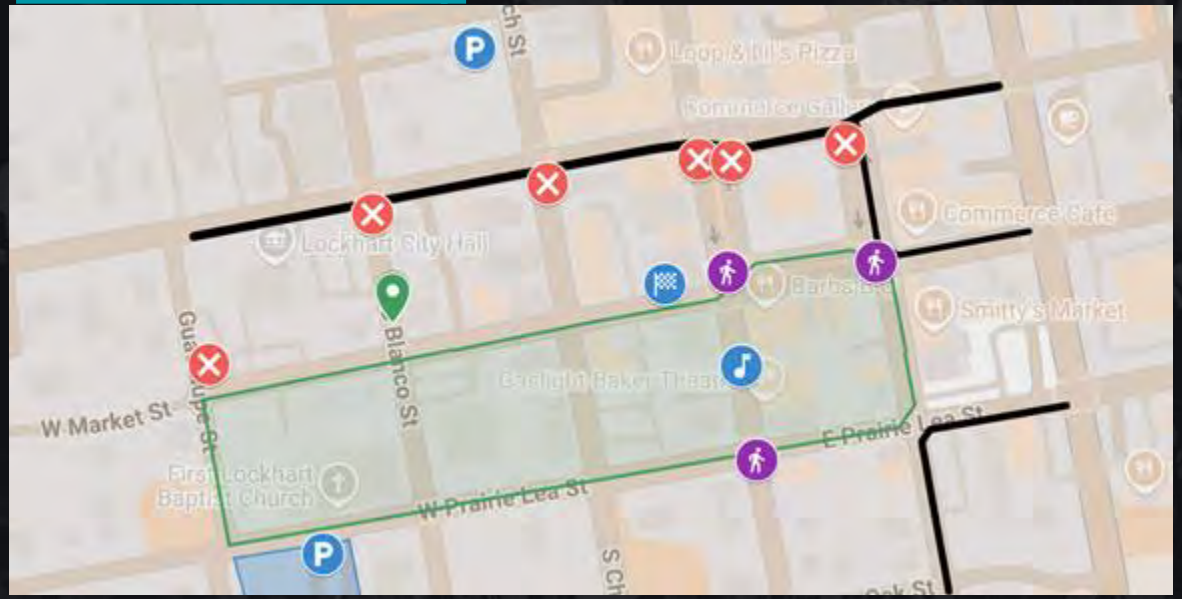
Race	Start	Distance
Cat 4-5	12:30 pm	35 min
Cat 3-4	1:15 pm	45 min
Masters Men +50	2:05 pm	45 min
Kids Races	3:25 pm	25 min
Womens P 1-2-3	4:00 pm	50 min
Community & Competitive 5k	5:00 pm	40 min
Mens Pro 1-2	5:50 pm	65 min

ELIEL
Suoq Squad

THE COURSE - CRITERIUM

.65 Miles, 4 corners in the heart of Downtown!

[Full interactive map]

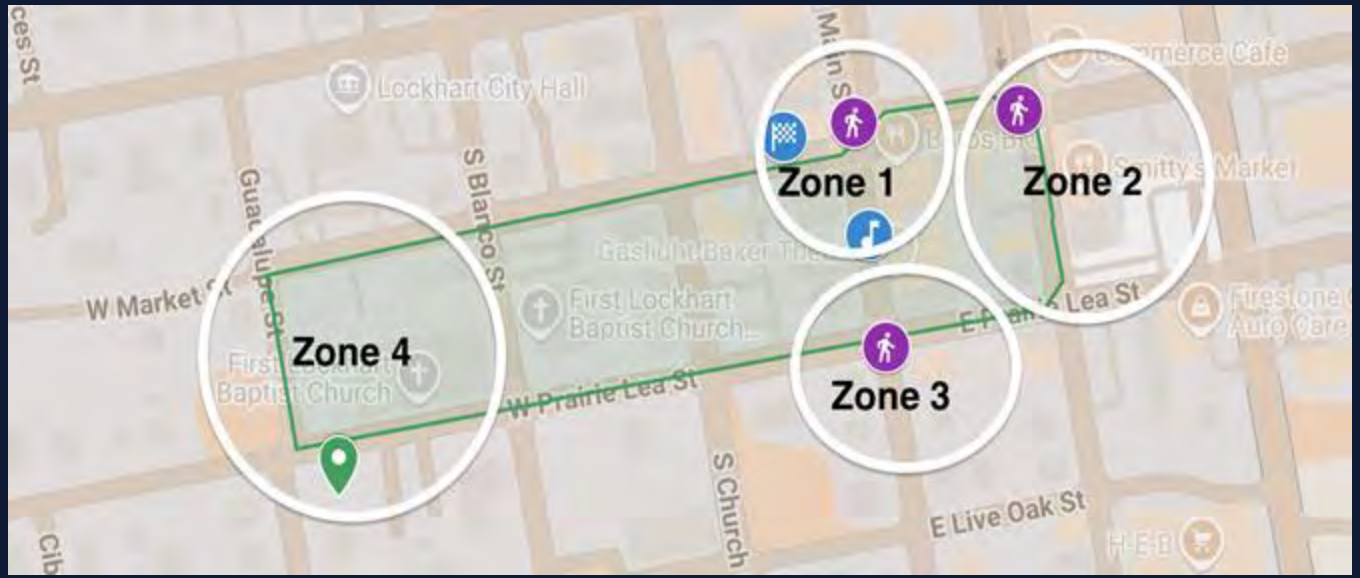


THE COURSE - CLOSURE

Course Closure in Phases

- **Phase 1: No Parking signs 48 hrs in advance**
- **Phase 2: Fencing place 7:00am Race Day**
  - **Traffic permitted until 11am**
- **Phase 3:Full Closure to traffic 12:00 - 7:15pm**
  - **Traffic can still flow around the square going east west via Old San Antonio. Certain left and right turns on the course can be made.**
  - **Multiple staffed crosswalks along the course for safe pedestrian access**

Traffic Control Plan · Lockhart Downtown Criterium



LEGEND

- **Race course** — Counterclockwise
- **Crowd fencing** — Full perimeter
- **Road closure** — No vehicle access
- **Crosswalk** — Controlled crossing
- **Start / Finish** — W Market & S Blanco
- **Zone boundary** — 4 zones assigned
- **Crossing leader** — 8 positions

CROSSING LEADER POSITIONS

CL-1 Guadalupe & W Market St
CL-2 W Prairie Lea & Guadalupe
CL-3 W Prairie Lea & S Blanco
CL-4 W Prairie Lea & S Church
CL-5 E Prairie Lea & S Main
CL-6 E Market & S Main (NE corner)
CL-7 W Market & S Blanco (S/F)
CL-8 W Market St (mid-north)

Traffic Control Plan · Roles & Protocols

ROAD CLOSURES

- W San Antonio St — closed from Guadalupe to S Main
- Guadalupe St — closed between W San Antonio & W Market
- No through traffic on S Main between San Antonio & Market
- Barricades at all 6 marked closure points
- Signage 300 ft in advance of each closure
- Detour: use S Commerce St or E Live Oak St as alternates

CROSSING LEADER DUTIES

- CL-1/2: Guadalupe St — hold & release peds between laps
- CL-3/4: Prairie Lea south straight — mid-block pedestrian gap
- CL-5: E Prairie Lea & S Main — heaviest foot traffic
- CL-6: NE chicane corner — no crossing during active racing
- CL-7: Start/Finish — clear zone 5 min before each wave
- CL-8: N straight mid — marshal spectators behind fencing
- All CL positions: radio check every 30 min with Zone Leader
- Wear high-vis vest; carry stop/go paddle

EMERGENCY PROTOCOLS

- Primary emergency access: W San Antonio St (north corridor)
- Secondary access: S Main St from E Live Oak heading north
- Race neutralization signal: 3 airhorn blasts from Race Director
- On neutralization: all CL positions hold pedestrians immediately
- EMS staging: Lockhart Church of Christ parking lot (SW corner)
- Contact: Race Director → Event Director → Zone Leader chain
- 911 first; then notify Race Director via radio channel 1
- Do not reopen closures until Race Director confirms clear

All personnel must have completed safety briefing before race start · Zone Leaders carry printed copy of this plan

Top-level positions

RD Race Director

Full event day

Full name

Phone

Personal email

Radio channel

Signature

Date

ED Event Director

Full event day

Full name

Phone

Personal email

Radio channel

Signature

Date

LD Location Director

Full event day

Full name

Phone

Personal email

Radio channel

Signature

Date

Zone Leaders — all positions

ZL-1
Zone Leader 1

Shift A
12:00 pm – 2:50 pm

Full name

Phone

Signature

Date

Shift B
2:50 pm – 7:10 pm

Full name

Phone

Signature

Date

ZL-2
Zone Leader 2

Shift A
12:00 pm – 2:50 pm

Full name

Phone

Signature

Date

Shift B
2:50 pm – 7:10 pm

Full name

Phone

Signature

Date

ZL-3
Zone Leader 3

Shift A
12:00 pm – 2:50 pm

Full name

Phone

Signature

Date

Shift B
2:50 pm – 7:10 pm

Full name

Phone

Signature

Date

ZL-4
Zone Leader 4

Shift A
12:00 pm – 2:50 pm

Full name

Phone

Signature

Date

Shift B
2:50 pm – 7:10 pm

Full name

Phone

Signature

Date

Crossing Leaders — all positions

CL-1 Guadalupe & W Market	CL-2 Guadalupe & Prairie Lea	CL-3 Prairie Lea & S Blanco	CL-4 Prairie Lea & S Church	CL-5 E Prairie Lea & S Main	CL-6 E Market & S Main	CL-7 W Market & S Blanco (S/F)	CL-8 W Market mid-north
Shift 1 12:00–2:50 pm	**Shift 1** 12:00–2:50 pm	**Shift 1** 12:00–2:50 pm	**Shift 1** 12:00–2:50 pm	**Shift 1** 12:00–2:50 pm	**Shift 1** 12:00–2:50 pm	**Shift 1** 12:00–2:50 pm	**Shift 1** 12:00–2:50 pm
Name Phone Sig. Date	Name Phone Sig. Date	Name Phone Sig. Date	Name Phone Sig. Date	Name Phone Sig. Date	Name Phone Sig. Date	Name Phone Sig. Date	Name Phone Sig. Date
Shift 2 2:50–5:00 pm	**Shift 2** 2:50–5:00 pm	**Shift 2** 2:50–5:00 pm	**Shift 2** 2:50–5:00 pm	**Shift 2** 2:50–5:00 pm	**Shift 2** 2:50–5:00 pm	**Shift 2** 2:50–5:00 pm	**Shift 2** 2:50–5:00 pm
Name Phone Sig. Date	Name Phone Sig. Date	Name Phone Sig. Date	Name Phone Sig. Date	Name Phone Sig. Date	Name Phone Sig. Date	Name Phone Sig. Date	Name Phone Sig. Date
Shift 3 5:00–7:10 pm	**Shift 3** 5:00–7:10 pm	**Shift 3** 5:00–7:10 pm	**Shift 3** 5:00–7:10 pm	**Shift 3** 5:00–7:10 pm	**Shift 3** 5:00–7:10 pm	**Shift 3** 5:00–7:10 pm	**Shift 3** 5:00–7:10 pm
Name Phone Sig. Date	Name Phone Sig. Date	Name Phone Sig. Date	Name Phone Sig. Date	Name Phone Sig. Date	Name Phone Sig. Date	Name Phone Sig. Date	Name Phone Sig. Date

ADDITIONAL QUESTIONS

- **Responsibility for barricade placement, setup, and teardown**
  a. Fencing & crowd control will be contracted to Cadence Sports. Road closure barricades to be placed by city staff in accordance with local guidelines
- **Police and public safety involvement**
  a. Police to serve as on square and closed intersections for traffic control
- **Portable restroom locations**
  a. Restrooms will be located in 3 locations, totalling 15 toilets with 2 hand wash stations per group
- Coordination needs with downtown operations and businesses
  a. The goal of the event is to incorporate as many local businesses as possible to have a festival-like atmosphere around the bike race.

THE FONDO

SUNDAY MORNING, HUNDREDS OF CYCLISTS TAKE TO THE BACKGROUNDS OF CALDWELL COUNTY LEAD BY *THE BREAKFAST CLUB*. DEPARTING FROM MILL SCALE ON 3 DIFFERENT ROUTES, RANGING FROM 25-80 MILES WITH SUPPORTED AID STATIONS, CULMINATING WITH COMPLIMENTARY KREUZ BBQ.

GRAN FONDO
WORLD SERIES
JACKSONVILLE, AL
UNITED STATES
Sweet Home Alabama
Alabama Backroads
2017
WELLS FARGO

Gran Fondo

THE IMPACT

THIS EVENT IS PROJECTED TO GENERATE OVER $100,000 IN DIRECT VISITOR SPENDING IN A SINGLE DAY, WITH A TOTAL ECONOMIC IMPACT EXCEEDING $160,000 WHEN ACCOUNTING FOR SECONDARY EFFECTS. THESE DOLLARS FLOW DIRECTLY INTO LOCAL RESTAURANTS, LODGING, AND SMALL BUSINESSES, REINFORCING LOCKHART'S POSITION AS A DESTINATION WHILE DELIVERING MEASURABLE ECONOMIC RETURN TO THE COMMUNITY.

*BASED ON AVG. RACE AND FOOD TURNOUT

ECONOMIC IMPACT

Total Attendance (racers)	Moderate Spend	High Spend
Low Estimate 400	$50,000	$67,000
High Estimate 700	$70,000	$94,000

*Using standard 1.5-1.8x tourism spend

CONTACT

RACE DIRECTOR: CHRIS.TOLLEY@DRIVEWAYSERIES.COM

WWW.DRIVEWAYSERIES.COM

APRIL 26TH | AUSTIN, TX

WRONG TURN

CRITSTATE CHAMPIONSHIPS

OVER $2500 in cash payout

CAPITOL CHEVROLET

DRIVEWAY SERIES

AUSTIN, TX

2025

PRESENTED BY...

TREK · THE METEOR · CASTELLI

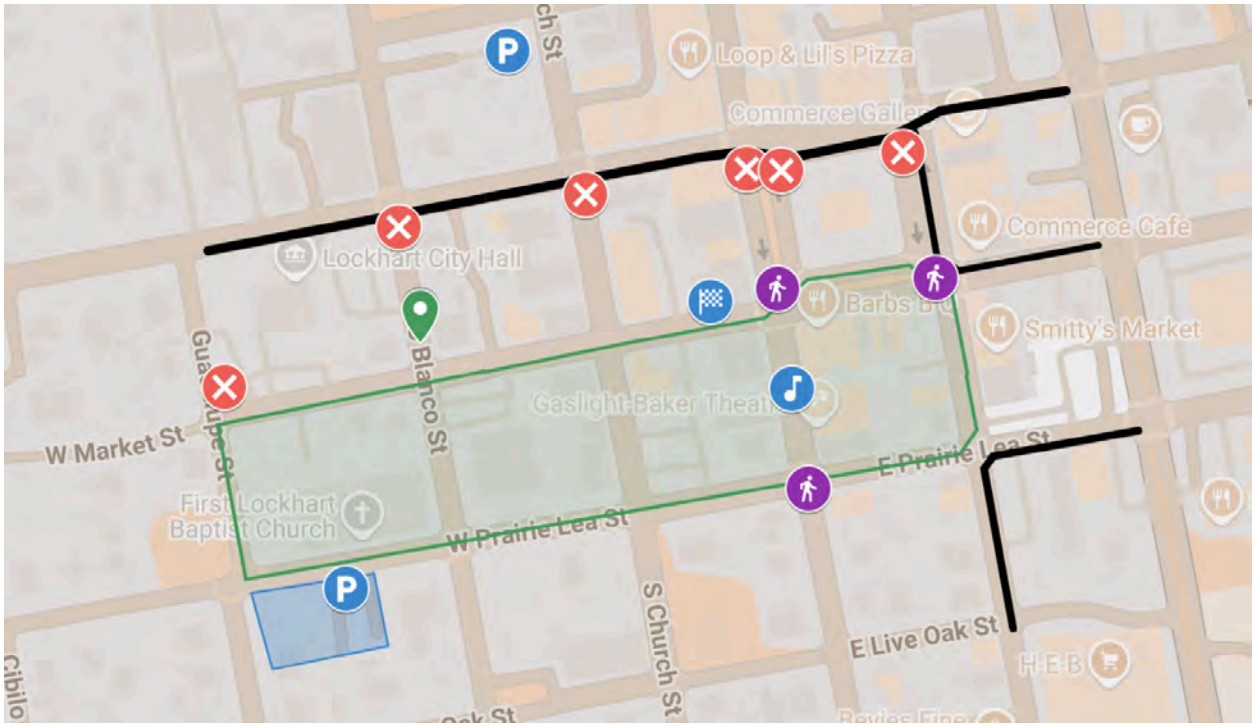
BY THE RACERS, FOR THE RACERS

AUSTX Rambler SPARKLING WATER · BEST DAY BREWING · HOUSTON-FISH BICYCLING LAW · SARIS · DR UECKERT & ASSOCIATES · WATKINS INSURANCE GROUP Clint Bradford · FRONKS

Revised Course Proposal

We are currently refining the revised criterium course based on City staff and City Council feedback. The google map linked here is a working site-plan.

https://www.google.com/maps/d/u/0/edit?mid=1oFuhyQoPf05IMYofLioMmHhGhU9BcWc&ll=29.791972624052008%2C-97.57981740000001&z=11



Proposed October Weekend

Our preferred weekend is October 3–4, 2026.
This timing aligns best with the regional cycling calendar, athlete travel schedules, and anticipated weather conditions.

Event Documentation

We are assembling the following documentation for City review:

- Sample event permits are attached
- Certificate of Insurance (COI) for City of Austin attached
- Traffic control plans - Example from Wrong Turn, our most recent race
- Barricade and fencing layouts - included in the google map
- Emergency action and medical plans - example safety plan attached. Would be modified to include Masur Building as the HQ.
- Live stream production specifications - Outsourced to Zodiac Productions, featuring 4-5 cameras located at key course sections as well as a drone, along with a 9x12ft jumbo tron.
- Vendor and expo layouts - included in the Google Map.
- Sample race operations timelines - Timeline document for events are attached.
- Public communication examples for residents and businesses - Mailer included, this was sent to all businesses mailing addresses and residents on the course.

Site Walk Coordination

We agree that a site walk is an important next step. During the walkthrough, we would like to review:

- Proposed race course operations
- Fence and barricade placement
- Resident and business access points
- Old San Antonio Street constraints
- Emergency vehicle access
- Controlled pedestrian crossing locations
- Team/vendor staging areas
- Spectator flow and safety considerations

We are available to coordinate dates with City staff in the coming weeks.

Venue and Parking Logistics

We are currently evaluating the following operational components:

- Downtown square usage - Closure of Square will be required, but through access on San Antonio is permitted. Cars traveling West on Market and Prairie Lea will be able to make left and rights respectively.

- Team and expo staging - Staging for racers will be on S. Blanco St north of the course. Athlete parking will utilize the Lockhart Church of Christ lot.
- Church lot rental opportunities - Church of Christ
- Mill Scale staging and activation - Staging and Fondo depart will be used at Millscale.
- Kreuz BBQ provided for Fondo racers.
- City park reservation needs - 5/3 parking and 5/4 full rental.
- VIP and production parking - Masur Building and bank adjacent
- Athlete and spectator overflow parking - church parking lot for athlete parking.

We will provide a consolidated venue and parking proposal as planning progresses.

Road Closure Window & Race Schedule

Our current concept includes a limited-duration downtown closure focused around race operations rather than a full-day closure whenever feasible.

The proposed event schedule currently includes:

Race	Start	Distance
Cat 4-5	1:00 pm	35 min
Cat 3-4	1:45 pm	45 min
Masters Men +50	2:35 pm	45 min
Kids Races	3:30 pm	25 min
Womens P1-2-3	4:00 pm	50 min
Community & Competitive 5k	5:00 pm	40 min
Mens Pro 1-2	5:50 pm	60 min

We would close the road in phases. The finish line stretch along Market st would be closed in the morning as it requires the most set up. The course would be 75% fenced off by the afternoon, but traffic could still be flowing across the course and on Prairie Lea st until 10:30am-11:00am. We'd then have the full closure in place.

No Parking along the course will be the more pressing issue. Key race areas will need No Parking after midnight, and we can cone/sign accordingly. We always try to avoid towing where possible.

We will continue refining the schedule in coordination with downtown operational needs and City feedback.

Gran Fondo Route Review

The routes for the Gran Fondo are indicated on the map.

50 Mile Route: https://www.strava.com/routes/3489609563196935922

70 Mile Route: https://www.strava.com/routes/3489613217579774706

Volunteer & Staffing Plan

We are developing a volunteer and staffing plan that may include support from:

- Local cycling organizations
- Scouts and community groups
- Fire department coordination
- Parking volunteers
- Corner marshals
- Crossing coordinators
- Registration and hospitality staff

We also intend to establish volunteer training and communication procedures prior to race weekend. We have a rotating group of volunteers that are familiar with race operations.

Sponsorships, Entertainment & Production

We are actively exploring partnerships and activations involving:

- Event sponsors
- Local venues and restaurants
- Live music partnerships
- Live stream production
- LED/video screen logistics

- Audio/visual requirements
- Power distribution needs
- Downtown fan engagement opportunities

Our goal is to create an event atmosphere that benefits both participants and the local community.

Newport News Reference Contact

I have shared this contact with Jose earlier this week. Below is his contact information.

Ralph L. (Bo) Clayton III
Deputy City Manager – ICMA-CM
City of Newport News
2400 Washington Avenue
Newport News, VA 23607
claytonrl@nnva.gov
Office: 757-926-8411

Please let us know if there are any additional materials or information that would be helpful as discussions move forward.

Best,

Charlie Thames
Chris Tolley

STATE OF TEXAS) (

COUNTY OF CALDWELL) (

AGREEMENT FOR LOCKHART'SLAST DROP CYCLING EVENT

This Agreement for Lockhart's Last Drop Cycling Event ("Agreement") is entered into by and between the City of Lockhart, Texas, a Home-Rule municipality located in Caldwell County, Texas ("City"), and David Tolley/Matador Gruppo, a Texas, LLC ("Organizer"). The City and Organizer may be referred to individually as a "Party" and collectively as the "Parties."

Recitals

1. The City Council of Lockhart desires to promote events in the City that are of interest to and benefit residents, expand tourism, support local businesses, and create economic opportunities for the City and community.
2. Organizer desires to produce and conduct a cycling event known as Lockhart's Last Drop 2026 / Last Drop Bike Festival (the "Event") in Lockhart on October 3-4, 2026, including downtown criterium bicycle racing, a community and competitive 5K, a kids race, live music or related entertainment, and a Sunday Gran Fondo departing from the Mill Scale area.
3. The proposed Event includes a high-speed criterium bicycle race on a short, closed downtown circuit of approximately 0.65 miles with four corners, with anticipated pack speeds of 30+ mph and multiple race categories.
4. The proposed Event is intended to create a festival-like atmosphere in downtown Lockhart, incorporate local businesses, and generate measurable tourism and local economic activity.
5. City approval of this Agreement does not waive any permit, safety, insurance, traffic control, inspection, public safety, sound, vendor, alcohol, park reservation, or other requirement imposed by federal, state, or local law, City ordinance, City policy, or direction of the City Manager or designee.

Agreement

In consideration of the mutual covenants contained herein, the sufficiency of which is acknowledged, the City and Organizer agree as follows:

1. **Permission to Use City Property and Public Right-of-Way.** Subject to City Council approval, final permit approval, final route approval, and the terms of this Agreement, the City grants Organizer the limited right to use the City streets, sidewalks, public parking areas, plazas, and other public areas identified in the final approved site plan, route map, traffic control plan, and permit documents (collectively, the "Property") for the Event.

The Saturday criterium and 5K are anticipated to occur in the downtown area on Saturday, October 3, 2026, with downtown criterium racing currently proposed from approximately 1:00 p.m. to 8:00 p.m., subject to final City Council approval.

The Sunday Gran Fondo is anticipated to occur on Sunday, October 4, 2026, beginning at approximately 8:00 a.m., with route options and public right-of-way use subject to final City and, if applicable, county or state approval.

The approved Property, route, closure locations, staging areas, parking areas, vendor/expo areas, pedestrian crossings, restroom locations, spectator areas, production areas, and emergency access points as shown in Exhibit A attached to this Agreement and incorporated in herein for all purposes.

Nothing in this Agreement limits the City's authority to maintain infrastructure, respond to emergencies, close or reopen streets in the interest of public safety, alter the approved traffic control plan, or require removal or relocation of any structure, equipment, vehicle, vendor, staging item, fencing, sign, barrier, or activation.

2. **Term and No Future-Year Commitment**. This Agreement is for the 2026 Event only and does not grant approval for the Event to occur in future years, at other times, or in other locations. Any future event shall require separate review and approval by the City.

3. Event Components. The Event may include the following components, subject to final approval by the City Manager or his designee and all applicable permits:

- Downtown criterium bicycle races with multiple race categories.
- Kids race or related youth cycling activity.
- Community and competitive 5K activity presented or coordinated by an approved partner.
- Festival-style local business activation, vendors, expo space, sponsor activations, music, amplified sound, and related programming.
- Sunday Gran Fondo ride, professionally timed if applicable, with route options currently described as approximately 20, 40, and 70 miles or such other distances as approved in the final route plan.
- Sunday staging/departure activity from the Mill Scale area, supported aid stations, and post-ride food or celebration activity, including possible partnership with Kreuz Market.

4. Final Plans Required Before Event. Organizer shall submit final versions of the following documents in a form acceptable to the City Manager or his designee no later than sixty [60] days before the Event, unless the City Manager or designee approves a different deadline in writing. The City may require earlier submission of items involving street closures, public safety, emergency services, or outside agency approvals.

- Final event schedule and operations timeline, including setup, fencing, closure, race, 5K, entertainment, teardown, and reopening times.
- Final criterium course map, 5K route map, Gran Fondo route maps, and all turn-by-turn route information.
- Final site plan showing staging, vendor/expo areas, team areas, production areas, VIP/production parking, spectator zones, restrooms, handwashing stations, trash locations, water locations, command post/headquarters (HQ), and emergency access points. The

proposal currently contemplates modification of the emergency plan to include the Masur Building as the HQ.

- Final traffic control plan prepared or reviewed by a qualified traffic control professional, showing road closure points, Type III barricades, signage, channelizing devices, detours, police posts, crosswalks, pedestrian crossings, resident/business access points, and emergency access routes.
- Final safety management plan, emergency action plan, medical plan, severe weather plan, and incident communication plan, including the proposed Event HQ/command location.
- Final volunteer and staffing plan, including corner marshals, crossing coordinators, registration staff, parking volunteers, hospitality staff, radio/communication plan, volunteer check-in, training, supervision, and post assignments.
- Final public communication plan for residents and businesses along and near the route, including notice method, mailing or hand-delivery plan, notice language, timing, contact information, and a process for handling complaints or requests for access.
- Final insurance certificates as set forth Section 13 of this Agreement, endorsements, participant waiver language, sanctioning documentation, and proof of any required licenses or permits.
- Final production plan for amplified sound, live stream production, LED/video screen, drone usage, electrical needs, generators, cabling, lighting, and related safety protections.
- Final plan for portable restrooms, handwashing stations, waste collection, cleanup, recycling if any, and post-event restoration.
- Copies of agreements or written permissions for use of any non-City property, including the Lockhart Church of Christ property, Mill Scale property, Masur Building, bank-adjacent parking, private vendor areas, production areas, and any other private locations.

5. **Route, Closures, Access, and No-Parking Areas.** The Parties acknowledge that road closures, route impacts, and resident/business access will be primary issues for City review and public safety coordination. Organizer shall not close, block, cone, fence, barricade, reserve, or otherwise restrict any street, sidewalk, alley, driveway, parking space, loading area, or public area except as expressly authorized in the final approved traffic control plan and City permit.

- The current concept includes a phased closure plan: no-parking signage approximately 48 hours in advance; no-parking restrictions in key race areas beginning after midnight on race day; placement of fencing beginning at approximately 7:00 a.m. on race day; a morning closure of the finish-line stretch along Market Street if needed for setup; partial fencing while allowing traffic to flow where feasible; and full closure during the core race window. The full closure window is currently anticipated to be no later than 12:00 p.m. to approximately 7:15 p.m., subject to final City approval.
- The current concept indicates that through traffic on San Antonio Street should remain available to the extent approved by the City, with traffic flow around the square and certain turning movements preserved where feasible.

- Organizer shall identify and staff multiple controlled pedestrian crossing points along the course and shall coordinate all crossing locations with the City, law enforcement, fire/EMS, and the traffic control provider.
- Organizer shall prepare alternative route or closure options in case the City Council, City Manager, law enforcement, fire/EMS, or traffic control reviewer determines that any proposed closure, residential impact, business impact, or access restriction is unacceptable.
- Organizer shall avoid towing whenever possible, but all no-parking areas, towing contingencies, notice requirements, and enforcement procedures must be reviewed and approved by the City before implementation.

6. Resident and Business Impact Mitigation. Organizer shall make reasonable efforts to minimize impacts to residents, property owners, tenants, churches, downtown businesses, local deliveries, customers, emergency access, parking, and ordinary downtown operations.

- Organizer shall provide advance notice to all residents and businesses on or materially affected by the route, closure areas, no-parking areas, staging areas, and detour areas. Unless otherwise approved by the City, notice shall be provided at least fourteen [14] days before the Event and again during the week of the Event.
- Notices shall include the Event date, closure windows, no-parking windows, access restrictions, pedestrian crossing points, detour or alternate access information, contact information for Organizer, and a City contact if designated.
- Organizer shall maintain a process for receiving, tracking, and responding to resident and business concerns before, during, and after the Event.
- If a business or resident claims a material access or operational impact due to the Event, Organizer shall be responsible for documenting the concern, working toward reasonable mitigation, and addressing any compensation or resolution directly. The City shall not be responsible for compensating businesses, residents, property owners, tenants, vendors, or other third parties for Event-related impacts.
- Organizer shall coordinate with local businesses and venues to encourage lawful and safe participation in the festival atmosphere, while ensuring no business activation interferes with the approved racecourse, pedestrian safety, emergency access, or public right-of-way requirements.

7. Safety Management, Emergency Action, and Medical Plan. Organizer shall be responsible for safe operation of the Event and shall provide all staffing, plans, equipment, contractors, communications, and training necessary to meet or exceed applicable industry standards for criterium bicycle racing, 5K activity, Gran Fondo rides, festival operations, and special events.

- The Event shall be sanctioned by USA Cycling or another sanctioning body acceptable to the City, if required or represented by Organizer, and Organizer shall provide proof of sanctioning before the Event.
- Organizer shall designate an Event Director, Race Director, Safety Director, Traffic Control Supervisor or liaison, Medical Coordinator, Volunteer Coordinator, Production Coordinator,

and City liaison. Organizer shall provide City the names and contact information of the proceeding designees at least thirty (30) days prior to the Event.

- Organizer shall coordinate with law enforcement, fire, EMS, and City staff regarding emergency vehicle access, incident response, emergency crossing procedures, and command communication.
- Organizer shall provide or contract for appropriate on-site medical services, EMS support, first aid, and emergency transport coordination in a form acceptable to the City and provide such information at least thirty (30) days prior to the Event.
- Organizer shall identify an Event HQ/command location subject to City approval and availability.
- Organizer shall maintain radio or comparable communications for race operations, public safety coordination, corner marshals, crossing coordinators, medical, traffic control, and Event leadership.
- Organizer shall ensure that volunteers and staff are trained regarding their assignments, communication procedures, emergency procedures, course access restrictions, and public interaction expectations.

8. Barricades, Fencing, Traffic Control, and Police. Organizer shall be responsible for coordinating and paying for all fencing, racecourse safety barriers, crowd-control materials, traffic control services, signage, and related equipment unless expressly listed as an approved City service in *Exhibit B* attached to this agreement and incorporated herein for all purposes.

- If Organizer contracts fencing and crowd control to a third party vendor, Organizer shall ensure vendor is qualified, insured, and coordinated with City staff.
- Organizer shall be responsible for providing and installing traffic control devices through an approved vendor.
- Traffic control devices shall be in good condition and may include Type III barricades, ROAD CLOSED signs, SPECIAL EVENT AHEAD signs, detour signage, channelizing devices, and other devices required by the final traffic control plan.
- Police officers shall be posted at the square and closed intersections for traffic control as required by the City, with costs allocated as stated in Exhibit B or otherwise required by permit.
- Organizer shall ensure that all race fencing, crowd-control fencing, barricades, cones, signs, cables, mats, truss, tents, screens, generators, and related equipment are installed, maintained, and removed safely and promptly.

9. **City Services and In-Kind Support.** The City may provide certain in-kind services for the Event only as approved by City Council, the City Manager, or their designee and as listed in *Exhibit B.* No City service, equipment, staff time, fee waiver, road closure, police support, park use, facility use, trash service, restroom support, electrical support, or other in-kind contribution is authorized unless expressly approved in writing.

- Approved City services, if any, may include staff coordination, permit coordination, police support, street closure support, access to City facilities or parking, trash coordination, or other items listed in *Exhibit B*.
- The City may modify, reduce, condition, or withdraw in-kind services if required for public safety, staffing limitations, emergency response, budgetary limitations, legal compliance, or failure of Organizer to meet deadlines or requirements.

10. Organizer Services and Responsibilities. Organizer shall provide, at no cost to the City unless otherwise expressly approved in Exhibit B, all services, staffing, materials, contractors, licenses, permits, and equipment necessary to plan, produce, operate, and conclude the Event safely and lawfully, including:

- Race Director, Assistant Race Director, officials, timing/scoring personnel, registration staff, announcer, corner marshals, crossing coordinators, volunteer coordinator, course setup coordinator, and cleanup coordinator.
- Timing and scoring equipment, race radios, race signage, sponsor signage, race numbers, awards/trophies, participant communications, and Event operations materials.
- Fencing and crowd-control contractor, racecourse safety barriers, wheel pit/mechanics area, team areas, production areas, and safe spectator layout.
- Medical services, first-aid staffing, EMS coordination, and emergency action plan implementation.
- Portable restrooms and handwashing stations. The current proposal contemplates three restroom locations totaling fifteen toilets, with two handwashing stations per restroom group, subject to final City approval.
- Vendor/expo layout, vendor coordination, food/beverage coordination, waste management support, and any required health, alcohol, or vendor permits.
- Live stream and production services.
- Public notices and communications to affected residents and businesses.
- Written permissions for use of private property, including staging and parking areas.
- Post-event cleanup, removal of materials and equipment, and restoration of affected public property.

11. Parking, Staging, and Venue Logistics. Final parking, staging, and venue logistics shall be approved by the City and incorporated into *Exhibit A* or a final operations plan. Current planning concepts include:

- Downtown square usage, with the square closure required for race operations while preserving through access on San Antonio Street if approved.
- Team and expo staging on South Blanco Street north of the course.
- Athlete parking at the Lockhart Church of Christ lot, subject to written permission from the property owner.
- Mill Scale staging and Gran Fondo departure, subject to written permission from the property owner.

- VIP and production parking at or near the Masur Building and adjacent bank property, subject to City and/or property owner approval.
- Athlete and spectator overflow parking at church or other approved lots.
- City Park use or reservation only if requested, approved, and properly reserved under City procedures.
- Organizer will recognize the support of the City of Lockhart by adding the City logo to all promotional material and organizer will hang banner(s) with the City of Lockhart logo at the Start/Finish line and/or event hub.

12. Production, Entertainment, Vendors, and Amplified Sound. Organizer shall obtain all required permits and approvals for live music, amplified sound, stages, tents, truss, video screens, generators, cabling, lighting, food or beverage vendors, alcohol service, merchandise sales, sponsor activations, and other Event production elements. Organizer shall ensure all production elements comply with fire, building, electrical, accessibility, public safety, and City requirements. Any drone use shall comply with all applicable FAA requirements and shall not interfere with emergency operations, public safety, privacy, or City instructions.

13. Insurance. Organizer shall obtain and maintain insurance coverage acceptable to the City for the Event. Unless otherwise approved in writing by the City Attorney or City Manager, Organizer shall provide:

- Commercial general liability insurance in an amount not less than Five Million Dollars ($5,000,000.00) per occurrence or such other amount required by the City for high-speed bicycle racing and special event operations.
- Automobile liability, workers' compensation, employer's liability, umbrella/excess liability, participant accident, and other coverage as required by the City based on final operations.
- Coverage that does not exclude participants, bicycle racing, criterium racing, athletic participation, public right-of-way operations, vendors, volunteers, spectators, or any material Event activity.
- Certificates of insurance and endorsements naming the City, its officers, officials, agents, employees, and volunteers as additional insureds where applicable.
- Proof that contractors, subcontractors, vendors, production companies, medical providers, traffic control providers, fencing providers, and other material vendors carry insurance in amounts acceptable to the City.
- Insurance shall be obtained from insurers qualified and licensed to write insurance in Texas and acceptable to the City. Required insurance shall not be canceled or materially changed without at least thirty (30) days' written notice to the City, to the extent available under the policy.

14. Indemnification. TO THE FULLEST EXTENT ALLOWED BY LAW, ORGANIZER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY AND ITS OFFICERS, OFFICIALS, AGENTS, EMPLOYEES, AND VOLUNTEERS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, LOSSES, LIABILITIES, CAUSES OF ACTION, JUDGMENTS, LIENS, COSTS, EXPENSES, AND ATTORNEYS'

FEES ARISING OUT OF OR RELATED TO THE EVENT, ORGANIZER'S USE OF THE PROPERTY, ORGANIZER'S ACTS OR OMISSIONS, THE ACTS OR OMISSIONS OF ORGANIZER'S CONTRACTORS, SUBCONTRACTORS, VENDORS, VOLUNTEERS, PARTICIPANTS, OR INVITEES, OR ANY BREACH OF THIS AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY AS DETERMINED BY A COURT OF COMPETENT JURISDICTION.

15. Damage to Property and Restoration. Organizer shall be responsible for any damage to City property, public right-of-way, infrastructure, landscaping, signage, parking areas, facilities, utilities, private property, or third-party property arising from or related to the Event, except to the extent caused by the City. Organizer shall promptly repair, restore, or reimburse the City or affected property owner for such damage, as determined by the City or applicable property owner.

16. Participant Release and Waiver. Organizer shall obtain an executed release and waiver from each race participant, 5K participant, Gran Fondo participant, volunteer, and other Event participant as appropriate, releasing the City and its officers, officials, agents, employees, and volunteers from claims arising from participation in or attendance at the Event to the fullest extent allowed by law. No participant may enter any race, ride, or competition without completing the required release and waiver. Organizer shall retain waiver records and provide copies to the City upon request.

17. Permits, Legal Compliance, and Outside Agency Approvals. Organizer shall comply with all applicable federal, state, county, and local laws, rules, regulations, ordinances, permits, and orders. Organizer shall be responsible for obtaining all necessary permits and approvals, including any required approvals from Caldwell County, TxDOT, law enforcement agencies, fire/EMS, health department, alcohol regulators, FAA, private property owners, sanctioning bodies, or other agencies with jurisdiction over any part of the Event.

18. Independent Operation; No Joint Venture Organizer shall operate the Event independently and at its own expense except for any City services expressly approved in Exhibit B. Nothing in this Agreement creates a partnership, joint venture, employment, or agency relationship between Organizer and the City.

19. Funds Generated; Post-Event Reporting. Within thirty (30) days after the Event, Organizer shall provide the City with a post-event report that includes, to the extent reasonably available: participant counts, spectator estimates, vendor participation, hotel or lodging information known to Organizer, public safety incidents, resident/business complaints and resolutions, cleanup results, any property damage, and an accounting of Event revenues and expenses or such financial information as required by the City.

20. Termination and Public Safety Authority. Either Party may terminate this Agreement due to a material breach if the breach is not cured within twenty (20) days after written notice, or immediately if the breach involves public safety, insurance, route approval, permit compliance, or failure to provide required plans. The City may modify, suspend, delay, or cancel the Event or

any portion of the Event if the City Manager, Police Chief, Fire Chief, emergency management personnel, or designee determines that public safety, severe weather, staffing, emergency response, infrastructure, legal compliance, or other conditions require such action.

21. General Terms

- Waiver. Neither Party's delay or inaction in exercising rights or remedies shall operate as a waiver of those rights or remedies.
- Applicable Law and Venue. This Agreement shall be governed by Texas law, and venue for any legal action related to this Agreement shall be in Caldwell County, Texas.
- Assignment. Organizer may not assign this Agreement or any interest herein without prior written consent of the City.
- Entire Agreement. This Agreement and its exhibits constitute the entire agreement between the Parties regarding the Event and supersede prior written or verbal agreements on the same subject. This Agreement may be amended only in a writing signed by both Parties.
- Severability. If any provision is held invalid or unenforceable, the remaining provisions shall remain in effect.
- Binding Effect. This Agreement binds the Parties and their respective successors and permitted assigns.
- Counterparts and Electronic Signatures. This Agreement may be executed in counterparts and by electronic signature, each of which shall be deemed an original.
- Headings. Headings are for convenience only and do not modify the terms of this Agreement.
- Authority. Each person signing represents that they are authorized to bind the Party on whose behalf they sign.
- Construction. This Agreement shall not be construed more strictly against either Party by reason of authorship.

22. Notices. All notices required under this Agreement shall be in writing and delivered by hand delivery, certified mail, recognized overnight courier, or email with confirmation to the following:

For the City	For Organizer
City of Lockhart Attention: City Manager 308 W. San Antonio Street Lockhart, Texas 78644 Email: [City email]	Davis Tolley, Matador Gruppo LLC President 6402 Capriola Dr. Austin, TX 78745 chris.tolley@drivewayseries.com

23. Consent and Execution The Parties acknowledge that they have read and reviewed this Agreement in its entirety and that the terms and provisions contained herein are understood and consented to after opportunity for advice of counsel.

Executed effective as of the ____ day of _____, 2026.

CITY OF LOCKHART, TEXAS

By: _____
Name: [Mayor/City Manager]
Title: _____

Attest:

_____
City Secretary

DAVID TOLLEY
MATADOR GRUPPO/LLC

By: _____
Name: _____
Title: _____

EXHIBIT A
Approved Event Area, Route, Closure, Parking, and Site Plan

The final approved Event area, route maps, closure maps, parking map, staging plan, vendor/expo layout, restroom layout, pedestrian crossing plan, and emergency access plan shall be attached or incorporated here. Current planning concepts from Organizer include the following, subject to final City approval:

Downtown criterium course of approximately 0.65 miles with four corners in the heart of downtown Lockhart.

Course incorporates the downtown square and attempts to preserve uninterrupted traffic flow north of San Antonio Street where feasible.

Downtown square closure required for race operations, with through access on San Antonio Street permitted if approved by the City.

Team and expo staging on South Blanco Street north of the course.

Athlete parking at Lockhart Church of Christ lot, subject to written permission.

VIP and production parking at the Masur Building and adjacent bank area, subject to approval.

Mill Scale staging/departure for Sunday Gran Fondo, subject to written permission.

Gran Fondo routes of approximately 20, 40, and 70 miles or such other routes as approved by the City and any outside agencies.

Three restroom locations totaling fifteen toilets with two handwashing stations per group, subject to final placement approval.

Attach final approved maps and plans here: [INSERT FINAL ROUTE MAPS / SITE PLAN / TRAFFIC CONTROL PLAN].

EXHIBIT B
Approved City Services and In-Kind Support

The following City services or in-kind contributions are approved only if checked, initialed, or otherwise expressly approved by the City. All unlisted items remain Organizer responsibilities.

Service / Support Item	Approved? / Notes
City staff liaison / event coordination	[ ] Approved / Notes:
City Council agenda coordination	[ ] Approved / Notes:
Street closure support	[ ] Approved / Notes:
Police support at square and closed intersections	[ ] Approved / Cost allocation:
Trash receptacles / disposal / cleanup assistance	[ ] Approved / Notes:
City facility access, including access to Masur Building HQ	[ ] Approved / Notes:
City Park reservation or parking use	[ ] Approved / Notes:
Electrical / power access	[ ] Approved / Notes:
Portable restrooms / handwashing support	[ ] Approved / Notes:
Fee waivers, if any	[ ] Approved / Notes:
Other	[ ] Approved / Notes:

EXHIBIT C
Organizer Services, Contractors, and Required Deliverables

Organizer shall provide and/or contract for all Event services necessary for safe and lawful operation, including but not limited to the following:

Cadence Sports or other approved provider for fencing and crowd control.

Traffic control professional/provider and traffic control devices unless specifically approved as a City service.

Medical provider and EMS coordination; final provider to be confirmed.

USA Cycling or other acceptable sanctioning/officials, if applicable.

Timing and scoring services, registration, race officials, announcer, mechanics/wheel pit, race radios, signage, and participant materials.

Zodiac Productions or other approved production provider for livestream, cameras, drone, screen, audio/visual, power, and related production equipment.

Portable restrooms and handwashing stations; current planning concept is fifteen toilets in three groups with two handwashing stations per group.

Volunteer recruitment, training, management, and staffing for corner marshals, crossing coordinators, parking, registration, and hospitality.

Public notices to residents and businesses and active management of resident/business concerns.

All private property permissions and agreements.

Required delivery dates:

Deliverable	Deadline / Status
Final route maps and site plan	[60] days before Event or earlier as required
Final traffic control plan	[60] days before Event or earlier as required
Final safety/medical/emergency action plan	[60] days before Event or earlier as required
Insurance certificates and endorsements	[30] days before Event or earlier as required
Private property permissions	[30] days before Event
Resident/business notice materials	[21] days before Event for City review
Final vendor/production/restroom/power plan	[30] days before Event
Post-event report	Within 30 days after Event

EXHIBIT D
Public Communication, Safety, and Access Requirements

Minimum public communication, safety, and access requirements include:

Advance mailed, hand-delivered, or otherwise City-approved notice to affected residents and businesses, with a follow-up reminder during Event week.

Notice language must include no-parking times, closure times, access points, pedestrian crossings, detour or alternate access information, and Organizer contact information.

Multiple staffed pedestrian crossings along the course for safe pedestrian movement.

Resident and business access points identified on the final map and staffed as needed.

Emergency vehicle access maintained as directed by fire/EMS and law enforcement.

On-site command/HQ location identified and staffed during closure and race operations.

Staff or volunteers positioned to answer public questions and direct pedestrians, residents, and visitors.

Complaint log or incident log maintained by Organizer and provided to the City upon request.

Prompt teardown and reopening of streets after the approved closure window.

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: July 21, 2026

AGENDA ITEM CAPTION: Discussion and/or action regarding Ordinance 2026-31 amending Chapter 48 "Solid Waste" of the City of Lockhart Code of Ordinances.

ORIGINATING DEPARTMENT AND CONTACT: Public Works - Sean Kelley

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION:

Ordinance 2026-31 is for consideration of proposed redline amendments to Chapter 48 “Solid Waste” of the City of Lockhart Code of Ordinances. The amendments are necessary to update the City Code in advance of the new solid waste services contract, which will go into effect August 1, 2026.

The proposed changes clarify service responsibilities between the City, the City’s designated solid waste contractor, and customers. The amendments also update language related to authorized collection, use of City-provided carts and bins, roll-off and construction containers, cart placement and storage, brush and bulky waste collection, senior rate eligibility verification, and recycling services.

The redline amendments are intended to remove outdated language, align Chapter 48 with the new contract, improve consistency in service delivery, and provide clearer requirements for customers and enforcement.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:
Funds Required:
Account Number:
Funds Available:
Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff respectfully recommends

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

approval of Ordinance 2026-31 amending Chapter 48 "Solid Waste" in the Code of Ordinances.

LIST OF SUPPORTING DOCUMENTS: Ord. 2026-31 Ch 48 Solid Waste Amendments, Presentation Amendments Chapter 48

ORDINANCE NO. 2026-31

AN ORDINANCE OF THE CITY OF LOCKHART, TEXAS, AMENDING THE CITY OF LOCKHART CODE OF ORDINANCES, CHAPTER 48 "SOLID WASTE" TO CLARIFY OPERATIONAL STANDARDS FOR THE PROVISION OF SOLID WASTE SERVICES; PROVIDING FOR SEVERABILITY; PROVIDING A REPEALER; PROVIDING FOR PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, The City of Lockhart, Texas (the "City") is a home rule city having authority to utilize police power regulation for the health, safety, and general welfare of the citizens of the City; and

WHEREAS, the City Council of the City has determined that the provision of solid waste collection is necessary for the health, safety, and general welfare of its citizens; and

WHEREAS, the City Council of the City has determined that updating, revising, and amending provisions of Chapter 48 "Solid Waste" of the Code of Ordinances is necessary to provide effective and efficient solid waste collection services; and

WHEREAS, the City Council has determined that amending Chapter 48 of the Code of Ordinances serves a public purpose and the City Council desires to amend the Code of Ordinances accordingly.

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

SECTION 1. The foregoing recitals are approved and adopted herein for all purposes.

SECTION 2. Chapter 48 "Solid Waste" of the Code of Ordinances is hereby amended as follows (with deletions shown as ~~strikeouts~~ and additions shown as <u>underlines</u>), and all other sections not expressly amended shall remain in full force and effect:

Sec. 48-1. Definitions.

For the purpose of this chapter, the following words and phrases shall have the meanings respectively ascribed to them:

Bags: Plastic sacks designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed 35 pounds.

Bin: Metal receptacle designed to be lifted and emptied mechanically for use only at commercial/industrial units; also known as a dumpster or container.

Bulky waste: Stoves, refrigerators, water heaters, washing machines, furniture and waste materials other than garbage, construction debris, dead animals, tires, rubbish, hazardous or special wastes, or stable matter, with weights or volumes greater than those allowed for bins, bags, or garbage containers, as the case may be.

Bundle waste: Tree, shrub and brush trimmings~~, cardboard, or newspapers and magazines~~ securely tied together forming an easily handled package not exceeding four ~~five~~ feet in length. Bundle waste also includes rubbish placed in an authorized receptacle (also see the definition for "*rubbish*").

City: City of Lockhart, Texas.

City council or *council:* The legislative and governing body of the City of Lockhart.

Commercial or industrial unit: Any premises, location or entity, public or private, requiring garbage and rubbish collection within the corporate limits of the city and not a residential unit.

Construction debris: Waste building materials resulting from construction, remodeling, repair or demolition operations of all types of buildings.

Dead animals: Domestic animals of 40 pounds or greater, or portions thereof, that have expired from any cause, except those slaughtered or killed for human use.

Disabled customer at the door service: Special service offered for collection of trash carts placed within 75 feet of street right-of-way with direct access for customers who have provided acceptable proof of disability.

Disposal site: A solid waste depository that has been officially designated by the city for receipt of solid waste as directed by the city. Disposal sites shall include, but not be limited to, sanitary landfills, processing/separation centers licensed, or any City owned property allowed to accept solid waste materials and is permitted or approved by all governmental bodies and agencies having jurisdiction over said site.

Electronic recycling: The collection of televisions, radios, computer items, monitors, cameras, telephones, cell phones, VCR or other recording devices, and related electronic items for recycling purposes.

Garbage: All household discarded food and trash except that waste that can be included in the definition of bulky waste, bundle waste, construction debris, dead animals, hazardous waste, rubbish, stable matter or electronic recycling.

Hand collection: The collection of solid waste or garbage other than in city or agent receptacles or bins, as provided in section 48-40 for bulky/bundle waste, and as provided in section 48-42 for "at-door" collection and special waste collection.

Hazardous and special wastes: Any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or any appropriate agency of the state as "hazardous" or "special."

Junked vehicle: Any vehicle as defined in V.T.C.A., Transportation Code § 683.071, or as hereafter amended.

Premises: Any residential unit, commercial/industrial unit, vacant lot, and all other property within the city limits.

Receptacle: A 65~~35~~-gallon or 95-gallon trash cart or trash dumpster/bin provided by the city or its agent, authorized according to the collection method chosen by the city to receive garbage, rubbish or bundled waste from premises within the city. Only receptacles provided by the city or its agent shall be eligible for solid waste collections.

Recycling, curbside: Collection of designated recyclable items at the right-of-way at times determined by the city.

Residential unit: A dwelling within the corporate limits of the city occupied by a person or group of persons requiring solid waste collection. A residential unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. All single-family units or each of the units in a multifamily dwelling shall be considered residential dwelling units individually.

Rubbish: All waste wood, wood products, grass cuttings, dead plants, weeds, leaves, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass; ashes, cinders, floor sweepings, glass, mineral or metallic substances, as well as any and all other waste materials not included in the definition of bulky waste, construction debris, dead animals, garbage, hazardous waste, or stable matter so long as such rubbish is placed in an authorized receptacle (also see the definition of "*bundle waste*").

Solid waste: All rubbish, garbage, recyclable, bulky or bundled waste generated within the city.

Solid waste provider: The City or any third party approved by the City Council to provide solid waste services on behalf of the City.

Special events: Activities that include, but are not limited to, carnivals, fairs, festivals, sporting events, rodeos, special gatherings, rallies and parades which occur at infrequent intervals or only at certain times of the year.

Stable matter: All manure and other fecal waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.

Sec. 48-2. Littering prohibited.

It shall be unlawful for any person to throw, drop, cast, or deposit on any street, alley, sidewalk, or any yard or premises, public or private, any solid or hazardous waste of any type.

Sec. 48-3. Authorized use of receptacles.

Only city residents, and entities located within the city, are authorized to use the city's solid waste collection system. It shall be unlawful for any person/entity to place solid waste that is not generated on their premises within the city in a city-provided receptacle, any other container, or as bundled or bulky waste, for solid waste collection by the city or its agent.

Sec. 48-4. Requirements of disposal site.

(a) The city's directly operated disposal site shall operate in accordance with current state regulations. As such it will accept only those materials allowed for disposal under state regulations. All bundle waste brought to this site, as well as lumber (with nails removed), drywall and related construction debris must be cut into lengths of five feet or less. All trucks and trailer loads of material brought to this site must be tarped or covered. The public works director or designee is authorized to refuse acceptance when material does not meet these requirements and/or when quantities exceed available dump space.

(b) Disposal of all other varieties of solid waste not permitted to be disposed of under state regulations shall be disposed of in a manner and at a state health department permitted disposal site designated by the city.

(c) The city may change disposal site regulations in accordance with any requirements of state or federal disposal site regulations.

(d) Solid waste considered by the city to be detrimental to the health, safety, or welfare of the general public, or which the city believes would be detrimental in any way to the disposal site shall not be accepted. All items to be disposed of in the city's or its agent's disposal site shall be inspected by site personnel. Items found to be prohibited by city, county, state or federal regulations, or which are determined to be outside the handling capabilities of the city's or its agent's equipment or personnel shall not be accepted.

Sec. 48-5. City disposal site rates.

(a) Use of the city disposal site described in subsection 48-4(a) shall be governed by the rates established by city council resolution from time to time.

(b) ~~Debris and waste from the demolition of any structure greater than 120 square feet will not be accepted at the city disposal site. The demolition contractor or owner must transport or contract for the transport of such material to a licensed landfill approved by the state.~~ Debris from demolition material will not be accepted by the City. It is the responsibility of the contractor to remove such material and dispose of it properly at a licensed landfill approved by the State of Texas.

(c) Tires will be accepted from city residents at the public works facility for disposal and will be subject to disposal fees, per rim size, as established by city council resolution from time to time.

(d) Fees for the disposal of white goods (stoves, refrigerators and freezers without refrigerant, washers, dryers, and related appliances), furniture items, and electronic items shall be established by city council resolution from time to time.

(e) ~~Construction waste in amounts greater than the capacity of the largest vehicle for which a disposal fee is established by city council resolution shall not be accepted at the city's disposal site.~~ It is the sole responsibility of the property owner, lessee, and/or contractor to properly dispose of construction ~~such~~ waste by making arrangements with the ~~city's collection agent~~ solid waste provider or taking it to a licensed disposal site. ~~a private waste collection entity.~~

(f) Current owners and/or occupants of residential and commercial/industrial units located in the city must present to the attendant at the city disposal site described in subsection 48-4(a), a current utility bill for those premises he owns or occupies as well as a valid driver's license before permission to unload at this site will be given. Failure to provide this identification to the attendant shall result in the city refusing the use of the disposal site.

(g) Solid waste generated outside the city limits will not be accepted at the city's disposal site.

(h) The city reserves the right to reject solid waste at the city disposal site, where city staff reasonably believes that the solid waste violates this ordinance, state or federal law, does not meet the descriptions or standards of this ordinance, or poses a threat to health and safety. A customer whose solid waste is rejected may request reconsideration by the city manager or her/his designee.

Sec. 48-6. Solid waste on private premises.

(a) It shall be unlawful for the owner or occupant of premises within the city to permit garbage; hazardous, bundle or bulky waste; construction debris; stable matter; rubbish; junked vehicles; or other miscellaneous solid waste to remain or accumulate on such property or premises, whether or not such waste belongs to the owner and/or occupant of such premises. If the owner and/or occupant of such premises is a current utility customer of the city and the city manager or ~~his~~ their designate has determined that the accumulation of solid waste on the premises is an immediate threat to the public's health, the city may collect or have collected the solid waste at the owner's and/or occupant's expense and recover the fees for collection of this waste on the owner's and/or occupant's city utility account. Failure to pay this fee will result in disconnection of utility service to the premises.

(b) The city reserves the right to refuse collection of solid waste from those premises not currently paying solid waste collection fees.

Sec. 48-36. Mandatory.

Collection of garbage and of other solid waste as determined by the city shall be compulsory for all users of utilities, and/or generators of solid waste within the city limits except as allowed herein. Fees shall be billed based upon availability of service, whether such service is actually used or not. Seasonal businesses are continuously closed for business six months or more per calendar year, may request disconnect of solid waste service in writing for that period of time they are closed when no solid waste is generated. The business representative must activate or connect solid waste service in writing through the city utility office when the business opens. Seasonal business structures under construction and/or rehabilitation shall not be eligible for this provision and normal solid waste rates shall apply.

Sec. 48-37. Authorized collector.

Collection of garbage and of other solid waste as determined by the city shall be performed only by the city and/or its designated agent operating under contractual agreement with the city, unless otherwise excepted by state law.

Sec. 48-38. Method of collection.

(a) Garbage and other solid waste as determined by the city shall be collected in ~~35~~65-gallon receptacles, 95-gallon receptacles, or bins provided by the city or its agent. Determinations concerning who receives collection by receptacle versus bin collection shall be made solely by the city manager or designee. Generally, those duplex and triplex residential multifamily units or commercial units with a weekly solid waste volume of more than 285 gallons (equivalent to three 95-gallon receptacles) shall receive bin collection unless otherwise approved by the city manager or designee.

(b) If a residential unit development or commercial/industrial unit produces 285 gallons or the equivalent of three 95-gallon receptacles or more of solid waste weekly, the city may provide a bin instead of receptacles, and may combine the solid waste collection with another residential or commercial/industrial unit so as to receive bin collection. If the city elects to do this, each residential unit within the development or commercial/industrial unit shall be charged at least

the minimum equivalent charge for collection service for each unit or rate established from time to time by the city council.

Sec. 48-39. Receptacles generally.

(a) All premises receiving city solid waste collection services shall only utilize the 65-gallon receptacles, 95-gallon receptacles, or bins provided by the city or its agent, for disposal of all their solid waste, unless otherwise authorized by the city. Solid waste collection shall be provided as designated by and according to the method of collection utilized by the city.

(b) The solid waste provider is the sole provider of solid waste collection, including temporary roll-off open top construction containers, and prohibits others from engaging in solid waste collection, removal, and transport without a franchise, contract, or permit.

(cb) All hand collection receptacles shall be maintained by the customer in a manner so as not to become a nuisance or health hazard on the premises or in the neighborhood where it is placed.

(dc) No person shall remove the cover of any receptacle, bin, or other garbage container or open any garbage or waste bag, except when depositing or removing the contents with the authority of the property owner or lessee, nor interfere interefere in any manner the bin, receptacle, or container, or the contents thereof, except those persons authorized for such duty by the city.

(ed) All owners and/or occupants of premises receiving receptacle collection shall place their receptacles at street side or curbside for collection except as otherwise provided for disabled customers. If street side collection is not feasible, the owner and/or occupant of such premises shall place the receptacle at a place most accessible for collection by the authorized collector. If receptacles are not reasonably accessible by the authorized collector, the contents thereof shall not be collected. However, the owner and/or occupant of the premises shall still be responsible for collection and disposal of the waste and shall pay the monthly collection fee.

(f) Receptacles may be removed from the customer's premises only by department employees or solid waste provider.

(g) A customer shall deliver a receptacle to the designated collection location at the public street or alley between 8:00 p.m. on the day preceding the collection day, but no later than 7:00 a.m. of the collection day, and shall remove the receptacle from the collection location not later than 9:00 p.m. the day after collection.

(he) Bins set out for collection use shall not be overloaded, abused, or set on fire. Damage to bins is recoverable by the city or its authorized collector.

(if) All owners and/or occupants of premises receiving bin solid waste collection service shall place all their solid waste designated for collection by the city's agent within the bin assigned to them by the city for their use in solid waste collection. Solid waste placed anywhere outside of the assigned bin shall not be collected. If the owner and/or occupant of the premises places his solid waste outside of the assigned bin, the city may increase the bin size and/or collection frequency at that owner's and/or occupant's expense so that adequate room is available in the bin for placement of the solid waste generated from those premises. Additionally, if the solid waste placed outside of the bin is not deposited inside the bin in a timely manner and represents a potential health hazard and/or litter source, the city or its agent may remove such solid waste at the expense of the owner and/or occupant of the premises as well as pursue enforcement of sections 48-3 and 48-6.

Sec. 48-40. Bulky/bundle waste hand collection ~~and brush chipping~~ requirements.

(a) Bundle and bulky waste hand collection service shall be provided only to residential units and hand collected commercial/industrial units.

(b) Bundle waste shall be prepared in accordance with the requirements of section 48-1 and placed street side or curbside for collection. All loose materials that cannot be bundled must be placed in receptacles or bins for pickup. Bulky waste shall be placed street side or curbside for hand collection.

(c) Brush and limb collection ~~chipping~~ services provided by the solid waste provider shall be limited to 4 ~~12~~ cubic yards or less per customer address, per scheduled service visit ~~according to the fees established in section 48-42~~.

(d) Any customers with bundle and bulky waste exceeding the 4 cubic yards shall be required to arrange for the disposal through the solid waste provider or otherwise dispose of the materials at their own expense. The City reserves the right to coordinate removal of any excess waste through the solid waste provider, with all associated disposal costs charged to the customer.

(e) Tree trimming and/or construction contractors are responsible for removal of limbs and/or trees they cut. Limbs and brush shall not be placed in the street for chipping.

Sec. 48-41. Collection frequency.

(a) Commercial/industrial units receiving receptacle hand collection service shall receive once per week collection service according to pickup times, days, and routes determined by the city. Residential hand collection shall receive once per week collection at times, days and routes determined by the city.

(b) Commercial/industrial and residential units receiving bin collection shall receive collection service based on a pickup frequency and bin size dictated by volume and type of solid waste determined solely by the city manager or his designate. Bin size, location and pickup frequency shall be adjusted only by the city manager or his designate, based on changes in volume and/or collection needs.

(c) Food establishments shall pay for and receive collection services a minimum of three times per week in the interest of public health and sanitation if they are open more than three days per week.

Sec. 48-42. Collection fees.

Solid waste fees established by city council resolution shall be assessed and collected through the city billing department for each residential dwelling unit and commercial/industrial unit within the city limits as follows:

(1) *Residential units:*

a. A residential living unit shall be charged a collection fee as established by city council resolution from time to time, for collection of garbage. Garbage collection shall be one time per week with the city or agent provided receptacle or bin. Solid waste disposal site use by residents shall be as described in subsection 48-5(a). A collection fee shall apply to residential living units receiving either receptacle or bin collection services. Senior citizen utility customers (65 years or older) that are billed by the city directly for garbage/solid waste services may apply to the city for a

monthly rate reduction for these services as established from time to time by the city council. Qualified disabled customers may request "at the door" garbage collection services at a collection fee established by the city council.

Garbage and waste collections exceeding 285 gallons per week or equivalent to three 95-gallon receptacles or more are subject to additional pro-rated charges based on volumes of garbage/solid waste. Fees for each city or agent issued receptacle are established by the city council. ~~Up to one-fourth cubic yard of extra qualifying residential waste (special waste), not including garbage, may be placed with receptacles for pickup on the same day as regular service without additional special charges.~~ Other special waste may be disposed of in the manner and at rates established from time to time by city council resolution.

b. Solid waste that consists of material that would otherwise be described as bundle waste (such as brush) that requires special handling or bulky waste, except that it is not properly prepared per the bundle and rubbish requirements of section 48-1, may be collected by the ~~city~~ solid waste provider and a fee charged to that premises' utility account. However, should the ~~city~~ solid waste provider, at its discretion, elect not to collect this material, it is still the responsibility of the owner and/or occupant of the premises to properly collect and dispose of said material. Charges for the city's provision of this service are as established by city council resolution from time to time.

c. Residential solid waste customers receiving a senior citizen rate, discount, or reduced charge shall be required to verify eligibility on an annual basis in a form and manner established by the City. Failure to submit the required annual verification by the deadline established by the City may result in removal of the senior rate and billing at the standard residential solid waste rate. The City may require documentation reasonably necessary to confirm eligibility, including proof of age, residency, account status, or other applicable criteria. Any customer removed from the senior rate may be reinstated upon submission and approval of the required verification, subject to City billing policies and procedures.

(2) *Commercial/industrial units.*

a. *Bin collection, stand-alone.* A stand-alone commercial/industrial unit used by a single customer with a weekly solid waste volume of 285 gallons or more shall receive sold waste bin service as determined by the city, and shall be charged a monthly collection fee established from time to time by the city council.

b. *Bin collection, combo users.* A commercial/industrial unit composed of multiple customers, each with a weekly solid waste volume of 285 gallons or less, that is sharing usage of a bin for solid waste collection with other commercial/industrial units, shall be charged a minimum collection unit fee as from time to time established by the city council.

c. *Multi-tenant commercial properties* shall be served by one or more shared commercial solid waste containers, dumpsters, or compactors approved by the City or its authorized solid waste provider, unless separate service is approved in writing by the City. The property owner, property manager, or other responsible party shall provide and maintain the shared container area, including the number, size, location,

enclosure, accessibility, and collection frequency necessary to serve all tenants on the property. Each tenant shall use the approved shared container unless otherwise authorized by the City. The City may require a written agreement identifying responsibility for service charges, maintenance, access, overflow prevention, and compliance with this chapter.

d. *Commercial Dumpster Enclosures Required Upon Service Change.* Any commercial, industrial, institutional, or multi-tenant property utilizing commercial dumpster service shall provide and maintain an approved dumpster enclosure when required by the City. An enclosure may be required when a new commercial dumpster account is established, when a container is added or increased in size, when collection frequency is increased due to overflow, nuisance conditions, inadequate container capacity, or repeated noncompliance, or when the City determines that screening is necessary for public health, safety, sanitation, or aesthetics. The enclosure shall comply with City standards for location, access, screening, gates, concrete pads, maneuvering area, and visibility from public rights-of-way or adjacent properties. No commercial dumpster service change shall be approved until the required enclosure, pad, and access improvements are approved by the City, unless a temporary approval is granted in writing by the City Manager or designee.

(3) *Commercial bin/single residential dwelling units.* Stand-alone bin customers whose single residential dwelling unit is located on the same premises as their commercial business shall be charged unit fees as established by the city council from time to time.

Sec. 48-43. Special events.

Solid waste collection and disposal service for special events held within the city shall be performed in a manner established by the city manager or his/her designee, with the sponsor of the special event being responsible for payment of all fees for this service. Sponsors not having a current utility account with the city may be required to make payment for the service in advance. Fees for this service may not be waived except by approval of the city manager or his/her designee. Hand collection fees for special events shall be established by the city manager or his/her designee, while bin collection fees for special events will be assessed by the city according to its contract with its current agent performing this service. Sec. 48-44. Fecal matter, dead animals and parts thereof.

(a) It shall be unlawful for any property owner or occupant to place excessive amounts of fresh or untreated fecal matter in any household garbage containers for collection by the city. It shall be the sole responsibility of the owner or occupant of the property from which such matter is generated to properly treat and/or dispose of it.

(b) It shall be the sole responsibility of the property owner or occupant to properly dispose of large dead animals such as horses, cattle, sheep, etc.

(c) Dead domestic animals such as cats, dogs, etc., and/or wild animals and game, and/or parts thereof, shall not be collected with normal household garbage. It shall be responsibility of the owner or occupant to:

(1) Securely wrap dead domestic animals, including wild animals and/or game in plastic and then notify the animal control officer for appropriate disposal; and

(2) Securely wrap parts of domestic dead animals and/or parts of wild animals and/or game in plastic and then notify the public works sanitation department for appropriate disposal.

Sec. 48-45. Special and hazardous waste.

Collection and disposal of special and/or hazardous wastes generated within the city shall be the sole responsibility of the owner and/or occupant of the premises generating such hazardous waste. Such wastes include all hazardous medical waste from doctor offices, clinics, hospitals, pharmacies or any other such medical related facility. All hazardous waste collections and disposals must be in compliance with the most recent applicable local, state and federal laws, rules and regulations.

Animal health related businesses and/or residential solid waste customers must dispose of all animal health and/or medical sharps, needles and syringes with protective caps attached and must be placed in hard plastic or metal containers sealed with lids to avoid piercing of trash bags and other trash receptacles.

Sec. 48-46. Tires.

No tires of any kind shall be placed in city receptacles or bins. Residential owners and/or occupants of premises shall dispose of tires at the disposal site described in subsection 48-4(a), according to the schedule described in subsection 48-5(c). It is the sole responsibility of commercial/industrial businesses to dispose of tires in compliance with state and/or federal law.

Sec. 48-47. Recycling, curbside residential ~~voluntary curbside~~ collection service.

(a) ~~On a voluntary or subscription sign-up basis,~~ The city shall provide ~~offer to~~ all residential utility customers, who are not on trash bin collection service, a biweekly curbside collection service for single stream recyclables. ~~The minimum service period and the applicable fee for this service shall be for one year from the initial sign-up date.~~

(b) Items and conditions for this collection service shall be established in the solid waste service contract and may be amended from time to time with the approval of the city council and agreement by the authorized collector.

(c) A 95-gallon recycling cart shall be provided to each customer ~~subscriber~~. Service shall be every other week on the designated collection day. ~~Wednesday as designated by the city. Items must be placed at the property's trash collection location by 8:00 a.m~~. Fees for this service shall be established by resolution as approved by and changed from time to time by the city council.

Sec. 48-48. Prohibited disposal of natural yard wastes into streets and/or drainage facilities.

The deliberate disposal, either by mechanical or other means, of natural yard waste such as grass, weeds, grass/weed clippings, leaves, plants, and any other natural yard plant/tree trimmings into streets and/or drainage facilities including, but not limited to, drainage ditches, pipes and stormwater inlets is hereby prohibited.

SECTION 3. Severability: If any provision, section, clause, sentence, or phrase of this ordinance is for any reason held to be unconstitutional, void, invalid, or un-enforced, the validity of the remainder

of this ordinance or its application shall not be affected, it being the intent of the City Council in adopting and of the Mayor in approving this ordinance that no portion, provision, or regulation contained herein shall become inoperative or fail by way of reasons of any unconstitutionality or invalidity of any other portion, provision or regulation.

SECTION 4. Repealer: That all other ordinances, sections, or parts of ordinances heretofore adopted by the City of Lockhart in conflict with the provisions set out above in this ordinance are hereby repealed or amended as indicated.

SECTION 5. Penalty: Any person who violates any provision of this ordinance shall be guilty of a misdemeanor, and upon conviction shall be fined as provided in Section 1-8 of the City Code.

SECTION 6. Publication: That the City Secretary is directed to cause the caption of this ordinance to be published in a newspaper of general circulation according to law.

SECTION 7. Effective Date: That this ordinance shall become effective and be in full force immediately upon its passage.

PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, ON THE _____DAY OF JULY 2026.

CITY OF LOCKHART, TEXAS

_____

LEW WHITE, Mayor

ATTEST:

_____

JULIE BOWERMON, City Secretary

APPROVED AS TO FORM:

_____
BRADFORD E. BULLOCK, City Attorney

CITY OF
Lockhart
TEXAS

Chapter 48 “Solid Waste” Code Amendments

May 5, 2026

Purpose of Code Amendments in Chapter 48 “Solid waste”

- Clean up outdated language and prepare Chapter 48 for new solid waste service contract implementation.
- Reflects new service model, contractor responsibilities, and operational standards that will take place when the new contract goes into effect.
- Clarifies definitions, customers expectations, contractor services, and quantities of materials.
- Better execution for contractor/staff to administer services, address misuse, and adheres to the new solid waste contract provisions.

Code of Ordinance Sec. 48-5

Sec. 48-5. - City disposal site rates

Current Language

- (b) Debris and waste from the demolition of any structure greater than 120 square feet will not be accepted at the city disposal site. The demolition contractor or owner must transport or contract for the transport of such material to a licensed landfill approved by the state.
- (e) Construction waste in amounts greater than the capacity of the largest vehicle for which a disposal fee is established by city council resolution shall not be accepted at the city's disposal site. It is the sole responsibility of the property owner, lessee, and/or contractor to properly dispose of such waste by making arrangements with the city's collection agent or a private waste collection entity.

New Code Language

- (b) Debris from demolition material will not be accepted by the City. It is the responsibility of the contractor to remove such material and dispose of it properly at a licensed landfill approved by the State of Texas.
- (e) It is the sole responsibility of the property owner, lessee, and/or contractor to properly dispose of construction waste by making arrangements with the city's collection agent or taking it to a licensed disposal site.

Code of Ordinance Sec. 48-39

Sec. 48-39. – Receptacles generally

Newly added codes

- (b) The City and/or selected contractor is the “sole provider of solid waste collection, including temporary roll-off open top construction containers,” and prohibits others from engaging in solid waste collection, removal, and transport without a franchise, contract, or permit.
- (f) Receptacles may be removed from the customer’s premises only by department employees or agent.
- (g) A customer shall deliver a receptacle to the designated collection location at the public street or alley between 8:00 p.m. on the day preceding the collection day, but no later than 7:00 a.m.of the collection day, and shall remove the receptacle from the collection location not later than 9:00 p.m the day after collection.

Cart Placement, Storage & Timing

1

Store

Receptacles stored on private property unless a City license agreement allows public-property storage.

2

Set out

Place carts at the designated location after 8:00 p.m. the day before collection.

3

Collection ready

Carts must be out no later than 7:00 a.m. on collection day.

4

Remove

Carts must be removed from the collection location by 9:00 p.m. on the day following collection day.

Goal: cleaner streets, fewer complaints, and easier collection access.

Code of Ordinance Sec. 48-40

Sec. 48-40. – Bulky/bundle waste hand collection requirements.

Current Language

- (c) Brush and limb chipping services provided by the city shall be limited to 12 cubic yards or less per customer address, per scheduled service visit, according to the fees established in section 48-42. Tree trimming and/or construction contractors are responsible for removal of limbs and/or trees they cut. Limbs and brush shall not be placed in the street for chipping.

New Code Language

- (c) Brush and limb collection services provided shall be limited to 4 cubic yards or less per customer address, per scheduled service visit.
- (d) Any customers with bundle and bulky waste exceeding the 4 cubic yards shall be required to arrange for the disposal through the solid waste provider or otherwise dispose of the materials at their own expense. The City reserves the right to coordinate removal of any excess waste through the solid waste provider, with all associated disposal costs charged to the customer.
- (e) Tree trimming and/or construction contractors are responsible for removal of limbs and/or trees they cut. Limbs and brush shall not be placed in the street for chipping.

Section 48-40

Bulky & Bundled Waste Limit

Proposed code amendment clarifies customer responsibility when set-outs exceed the included service amount.

4

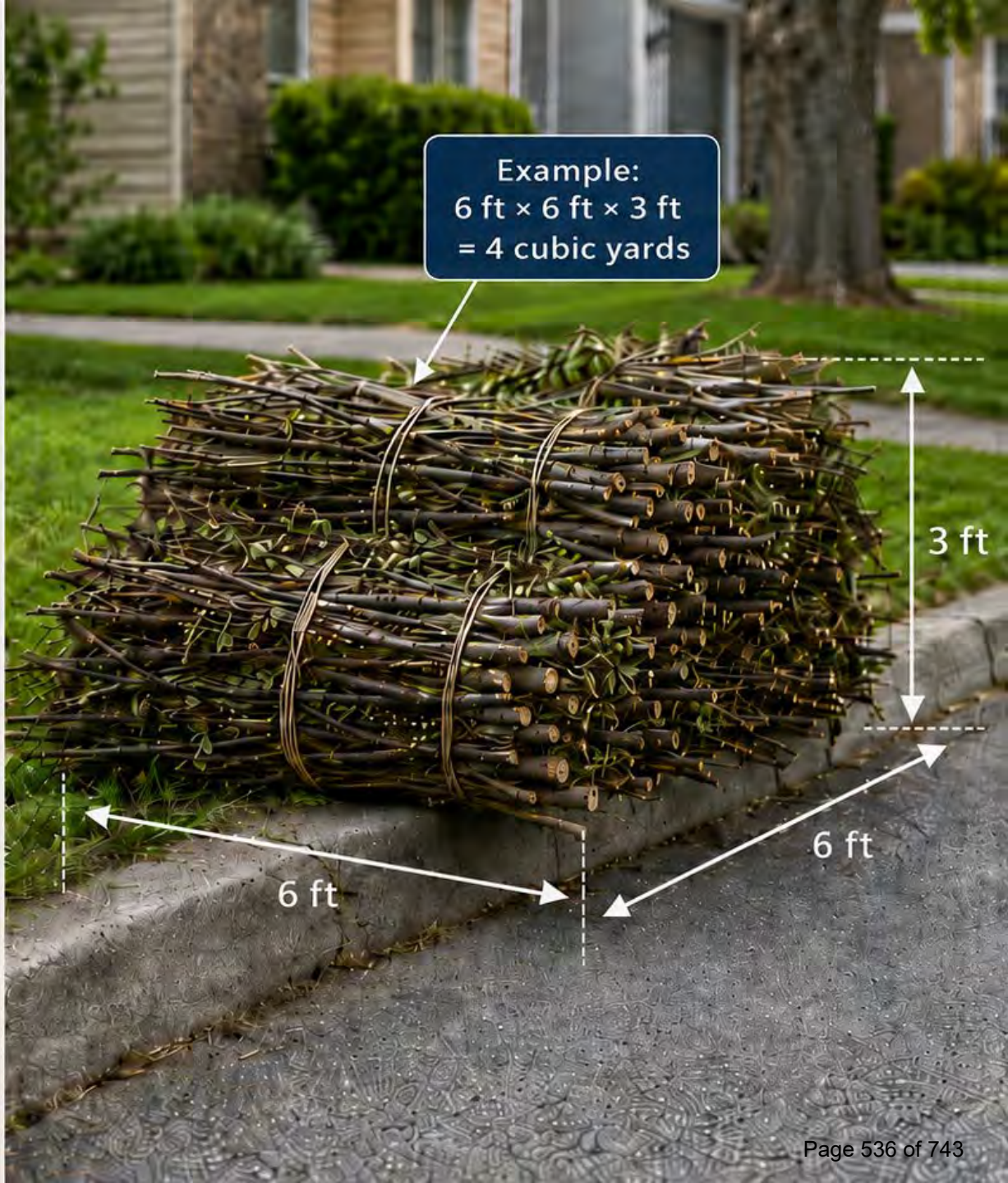
cubic yards

included limit

When materials exceed 4 cubic yards:

- Customer must arrange disposal through the solid waste provider, or dispose of materials at their own expense.
- The City may coordinate removal of excess waste through the provider.
- All associated disposal costs are charged to the customer.
- Additional amounts may be picked up by the provider for an additional fee.

- Set-outs within the 4 cubic yard limit will be picked up by the provider, and the cost will be included in the solid waste residential collection rate.
- Bundled waste means tree, shrub and brush trimmings, cardboard, or newspapers and magazines securely tied together forming an easily handled package not exceeding four feet in length. Weight limit 50 lbs per bundle.



Code of Ordinance Sec. 48-42

Sec. 48-42. – Collection fees.

Newly added language

(1) Residential units.

- c. Residential solid waste customers receiving a senior citizen rate, discount, or reduced charge shall be required to verify eligibility on an annual basis in a form and manner established by the City. Failure to submit the required annual verification by the deadline established by the City may result in removal of the senior rate and billing at the standard residential solid waste rate. The City may require documentation reasonably necessary to confirm eligibility, including proof of age, residency, account status, or other applicable criteria. Any customer removed from the senior rate may be reinstated upon submission and approval of the required verification, subject to City billing policies and procedures.

Code of Ordinance Sec. 48-42

Sec. 48-42. – Collection fees.

Newly added language

(2) Commercial/industrial units.

- c. *Multi-tenant commercial properties* shall be served by one or more shared commercial solid waste containers, dumpsters, or compactors approved by the City or its authorized solid waste provider, unless separate service is approved in writing by the City. The property owner, property manager, or other responsible party shall provide and maintain the shared container area, including the number, size, location, enclosure, accessibility, and collection frequency necessary to serve all tenants on the property. Each tenant shall use the approved shared container unless otherwise authorized by the City. The City may require a written agreement identifying responsibility for service charges, maintenance, access, overflow prevention, and compliance with this chapter.
- d. *Commercial Dumpster Enclosures Required Upon Service Change.* Any commercial, industrial, institutional, or multi-tenant property utilizing commercial dumpster service shall provide and maintain an approved dumpster enclosure when required by the City. An enclosure may be required when a new commercial dumpster account is established, when a container is added or increased in size, when collection frequency is increased due to overflow, nuisance conditions, inadequate container capacity, or repeated noncompliance, or when the City determines that screening is necessary for public health, safety, sanitation, or aesthetics. The enclosure shall comply with City standards for location, access, screening, gates, concrete pads, maneuvering area, and visibility from public rights-of-way or adjacent properties. No commercial dumpster service change shall be approved until the required enclosure, pad, and access improvements are approved by the City, unless a temporary approval is granted in writing by the City Manager or designee.

Code of Ordinance Sec. 48-47

Sec. 48-47. – Recycling, curbside residential collection service.

Current Language

Recycling, residential voluntary curbside collection service.

- On a voluntary or subscription sign-up basis, the city shall offer to all residential utility customers, who are not on trash bin collection service, a weekly curbside collection service for single stream recyclables. The minimum service period and the applicable fee for this service shall be for one year from the initial sign-up date. Items and conditions for this collection service shall be established in the solid waste service contract and may be amended from time to time with the approval of the city council and agreement by the authorized collector. A 95-gallon recycling cart shall be provided to each subscriber. Service shall be every other Wednesday as designated by the city. Items must be placed at the property's trash collection location by 8:00 a.m. Fees for this service shall be established by resolution as approved by and changed from time to time by the city council.

New Code Language

Recycling, curbside residential collection service.

- (a) The city shall provide all residential utility customers, who are not on trash bin collection service, a biweekly curbside collection service for single stream recyclables.
- (b) Items and conditions for this collection service shall be established in the solid waste service contract and may be amended from time to time with the approval of the city council and agreement by the authorized collector.
- (c) A 95-gallon recycling cart shall be provided to each customer. Service shall be every other week on the designated collection day. Fees for this service shall be established by resolution as approved by and changed from time to time by the city council.

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: July 21, 2026

AGENDA ITEM CAPTION: Discussion and/or action to consider adopting Ordinance 2026-32 regarding code amendments to Chapter 50 "Streets, Sidewalks, and Other Public Places".

ORIGINATING DEPARTMENT AND CONTACT: Public Works - Sean Kelley

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION:
The proposed ordinance amends the City of Lockhart Code to better define maintenance responsibilities for properties abutting public streets, alleys, sidewalks, curbs, and rights-of-way. Nearly all Central Texas cities have similar ordinances that require property owners, tenants, or lessees to maintain areas adjacent to their property, including sidewalks, curbs, drainage areas, and rights-of-way. These regulations are commonly adopted under a city's broad nuisance authority to protect public health, safety, access, and the safe use of public property.

The City's current Code Section 50-6 does not sufficiently outline the duty to maintain areas between private property lines and adjacent curbs, sidewalks, streets, alleys, and rights-of-way. This lack of clear language creates challenges for code compliance and limits the City's ability to address unsafe or unsanitary conditions in public areas.

If adopted, Ordinance 2026-32 will establish clear maintenance duties for abutting property owners, tenants, and lessees. These duties will include keeping sidewalks, curbs, streets, alleys, and rights-of-way free of solid waste, sand, dirt, leaves, overgrown grass, weeds, and other obstructions. Grass and vegetation in these areas will be limited to a maximum height of twelve inches, and trees overhanging sidewalks, curbs, streets, alleys, or rights-of-way will be required to be trimmed to provide a minimum eight-foot vertical clearance for pedestrian access above sidewalks and fifteen feet above roadways for safe egress.

This amendment is also necessary to support public safety and essential City services. Proper vegetation maintenance around fire hydrants is needed to meet fire code access requirements and ensure hydrants remain visible and accessible during emergencies. In addition, maintaining adequate clearance within rights-of-way is necessary to accommodate the City's new automatic side-loading solid waste trucks, which require clear access along streets and collection routes to safely and efficiently provide service.

The proposed amendment will bring Lockhart's regulations more in line with common Central Texas municipal standards, strengthen the City's ability to address nuisance conditions, improve code compliance, protect public health and safety, preserve access within rights-of-way and ensure that public infrastructure and City services can function as intended.

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:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff respectfully recommends adoption of Ordinance 2026-32.

LIST OF SUPPORTING DOCUMENTS: Chapter 50 Redline, Presentation Ch 50 Code Amendments

ARTICLE I. IN GENERAL

Sec. 50-1. Permit to remove curbing.

No person shall cut or remove any curb without a permit issued by the department of public works. A person desiring such a permit shall make written application to the city and shall pay such fee as is established by ordinance or resolution.

(Code 1982, § 22-1)

Sec. 50-2. Access driveways.

All access driveways onto streets shall comply with the standards promulgated by the state for access driveways to state highways.

(Code 1966, § 22-2; Code 1982, § 22-2)

Sec. 50-3. Curb and gutter, sidewalk standards.

(a) The standards for the construction, maintenance and repair of all curbs and gutters and sidewalks within the city shall be as prescribed by the city manager and/or the city engineer from time to time.

(b) It shall be unlawful for the owner, lessee, or tenant of any premises abutting any curb or gutter to permit such curb or gutter to become cluttered with vegetation or other debris to the extent that the vegetation or debris causes an obstruction or partial obstruction to the flow of stormwater along the curb or in the gutter.

(Code 1966, § 22-3; Code 1982, § 22-3)

Sec. 50-4. Street or alley improvements.

(a) The procedures set forth by V.T.C.A., Transportation Code § 313.001 et seq., shall be followed, and the same are hereby adopted, for such purpose, for each street or alley improvement within the city.

(b) No street and/or alley improvements shall be made within the city unless and until prior approval thereof shall be first had and obtained of and from the city manager.

(c) All street and alley improvements within the city shall be constructed only in accordance with plans and specifications as approved by the city manager or by the city engineer.

(d) Prior to the beginning of construction of any street or alley improvements within the city, plans and specifications and estimates of cost shall be prepared by the city manager or by the city engineer.

(Code 1966, §§ 22-9—22-12; Code 1982, § 22-4)

Sec. 50-5. Landscaping which constitutes traffic hazard.

(a) *Application of restrictions.* The areas in the city hereinafter restricted are as follows:

(1) All of that portion of land lying within a triangular shaped area on each street corner within the City of Lockhart described by metes and bounds as follows:

Beginning at the precise corner of intersection point of the curbs of each of the two streets intersecting forming each corner and extending 20 feet along each such curbline from said curb intersection point, the third side being determined by the drawing of a straight line from the ends of each such 20-foot extension, whether such land be privately owned or unpaved or untraveled street right-of-way property, all as more portrayed by sketch immediately below.[1]

Where no curbs are in existence at such street intersections, such 20-foot lines shall coincide with the central flow line of the ditches paralleling such uncurbed streets (as such central flow line shall be determined by the engineer of the City of Lockhart).

(2) No person shall erect or maintain within any such restricted area any wall, fence or other structure, excepting utility poles and traffic signs, to a height greater than three feet, measured from the street gutter flow line.

(3) No person shall plant, grow or maintain in any such restricted area any plant, hedge, shrub or other growth (save and except trees as hereinafter provided for) at a height greater than four feet, measured from the street gutter flow line.

(4) Any trees planted, grown and maintained in any such restricted area shall not have branches or foliage extending from the trunk thereof at a height lower than eight feet, measured from the street gutter flow line.

(5) By street gutter flow line is meant the street gutter flow line of the curb adjacent to and bordering upon each such restricted area; in the event there be no such curb as aforesaid, the aforesaid height restrictions shall be based upon the actual level of the paved or used portion of the public street adjacent to and bordering upon each such restricted area.

(6) The provisions of this section shall apply only to those areas of the city designated and classified by the zoning ordinance of the City of Lockhart, from time to time, as applies to any residential district and neighborhood commercial districts; the purpose of this exception being that the provisions of this section shall only apply to those zoned sections of the city requiring construction on lots in the zoned sections to be set back from the property line of each lot.

(7) The provisions of this section shall not apply to any business building, family dwelling or apartment house existing in the city on the date of the enactment of this section and not in violation of any law of the state or ordinance of the city.

(8) The provisions of this section shall have no bearing or effect upon the right of the city to administer and control the remaining portions of its public street right-of-way not involved in the triangular corner areas provided for in this section.

~~(b) *Penalty.* Any person violating the provisions of this section shall be guilty of a misdemeanor and shall be subject to a fine of not less than $5.00 and not more than $200.00, and each day that such structure or growth, as herein defined, shall exist in violation of this section shall constitute a separate offense.~~

~~(c) *Remedy by city.* In addition to the penalty provisions above provided for, resulting from violation of the provisions of this section, the city shall be entitled to enter upon and remove from the triangular corner areas provided for herein any of the prohibited structures or growths provided for herein, such entry and removal upon the private property portions of such triangular areas to be the liability of owners thereof.~~

[1]Editor's note(s)—Such sketch is not included herein, but remains on file in the offices of the city.

(Ord. No. 84-2, §§ 1, 2, 4, 2-14-84; Code 1982, § 22-5)

Sec. 50-6. Intrusions and obstructions in public sidewalks and streets.

(a) No person shall plant or grow any plant, hedge, shrub, or tree so that they or any placed landscaping shall intrude and obstruct any portion of a public sidewalk. All such plants and trees must be kept trimmed as not to cause an obstruction for pedestrians on public sidewalks. Limbs and growth from trees or plants of any type planted on private property shall be maintained by the property owner at a height of not less than ~~seven~~ eight feet above the public sidewalk and not less than fifteen~~13~~ feet ~~six inches~~ in the public street area. The city retains the right to trim any limbs or growth from trees or plants of any type planted on public right-of-way maintain a height of not less than fifteen~~13~~ feet ~~six inches~~ above the surface of any street.

(b) No person shall park or place obstacles of any type upon any public sidewalk, except in the CCB Commercial central business district, where obstacles must be located adjacent to building walls and provide a minimum of 36 inches of unobstructed sidewalk width for pedestrians at all times. Obstacles shall not block traffic visibility at street intersections, or obstruct the view from the street or sidewalk of address numerals on buildings. Portable signs shall comply with the provisions of subsection 46-7(17) of chapter 46 "Signs". Obstacles shall not occupy any portion of the public sidewalk or curbed area at street intersections that is not immediately abutting a building wall. All obstacles shall be maintained in a clean, safe, and attractive condition. For the purposes of this section, obstacles include but are not limited to privately owned portable statues, bicycle racks, tables, seating, flower pots, planters, merchandise, signs, or other promotional items, but do not include public street furniture and infrastructure such as benches, trash receptacles, bicycle racks, planters, street lights, traffic signage, or other items owned by the city or state government.

~~(c) *Penalty.* Any person violating the provisions of this section shall be guilty of a misdemeanor and shall be subject to a fine of not less than $5.00 and not more than $200.00, and each day that such structure or growth, as herein defined, shall exist in violation of this section shall constitute a separate offense.~~

~~(d) *Remedy by city.* In addition to the penalty provisions above provided for, resulting from violation of the provisions of this section, the city shall be entitled to enter upon and remove and/or trim as necessary to eliminate any such public sidewalk or street obstructions from such areas. City costs (labor, benefits, equipment, and materials) associated with removing and/or trimming any such obstacles to pedestrian traffic upon a public sidewalk or obstructions for vehicles on public streets shall be invoiced to the property owner of record. Should the property owner fail to pay the incurred city costs within 30 days of the invoice, a lien shall be filed on the property plus ten percent of the invoice and the cost of the then current filing fee.~~

(Ord. No. 07-62, § I, 12-18-07; Ord. No. 2019-08, § II, 4-2-19)

Sec. 50-7. Duty of abutting owners, tenants or lessees to keep maintained.

(a) It shall be unlawful for the owner, lessee, or tenant of any premises abutting on any sidewalk, curb, alley, or right-of-way to permit such sidewalk, curb, alley, or right-of-way to become covered with solid waste, sand, dirt or leaves or to permit grass or weeds to grow on or extend over such sidewalk, curb, alley, or right-of-way. Trees overhanging a sidewalk, curb, alley, or right-of-way shall be kept trimmed to a minimum eight-foot height for egress and a minimum fifteen-foot height above the surface of any street. Grass and vegetation on median between the street and sidewalk shall be limited to a height of 12 inches.

(b) Property owners shall be responsible for maintaining their driveway aprons, including the portion of the driveway apron that is integrated with the sidewalk.

(c) During periods of constructions on abutting property, the owners, tenants or lessees shall also be responsible to keep all streets and sidewalks free of safety hazards to vehicles and pedestrian traffic.

Sec. 50-8. Penalty and remedy by the City

(a) *Penalty.* Any person violating the provisions of this article shall be guilty of a misdemeanor and shall be subject to a fine of not less than $1.00 and not more than $500.00, and each day that such violation exists shall constitute a separate offense.

(b) *Remedy by city.* In addition to the penalty provisions above provided for, resulting from violation of the provisions of this article, the city shall be entitled to enter upon and remedy the violation from such areas. City costs (labor, benefits, equipment, and materials) associated with remedying such violation shall be invoiced to the property owner of record. Should the property owner fail to pay the incurred city costs within 30 days of the invoice, a lien shall be filed on the property plus ten percent of the invoice and the cost of the then current filing fee.

Secs. 50-~~97~~—50-35. Reserved.

CITY OF Lockhart TEXAS

Chapter 50“ Streets, sidewalks, public right-of-way maintenance, tree clearance, and enforcement

July 21, 2026

Why the Chapter 50 update is needed

- Updates the street tree clearance standard from 13 feet 6 inches to 15 feet above the street.
- Clarifies duties for owners, tenants, and lessees to maintain abutting sidewalks, curbs, alleys, and right-of-way.
- Supports automated side-load trash and recycling service by reducing conflicts and rejected solid waste service due to low limbs and obstructions.
- Helps maintain fire hydrant visibility and fire code clearance requirements in the public right-of-way.
- Improves visibility at intersections and when backing out of driveways.

What are the Key Chapter 50 Code Changes

- Sec. 50-3: Establishes maintenance so gutters and curbs remaining unobstructed for stormwater flow and public health.
- Sec. 50-6: Establishes 8-foot sidewalk clearance and 15-foot street clearance for limbs and growth.
- Sec. 50-7: Clarifies duty of abutting owners, tenants, or lessees to keep sidewalks, curbs, alleys, and ROW maintained.
- Sec. 50-8: Consolidates penalty and remedy authority for violations, currently found throughout the sections.

Automated side-load clearance need

15 ft. overhead clearance

- The new clearance standard aligns local maintenance duties with automated collection operations.
- Low-hanging limbs can prevent the automated arm from reaching carts and increase service disruptions.
- The 15-foot street clearance provides a practical standard for keeping collection routes serviceable.

Fire hydrant visibility and sight distance visibility

- Keep fire hydrants visible and accessible for emergency response.
- Improve intersection sight distance and driveway visibility.
- Keep sidewalks passable and streets clear for public vehicles, emergency vehicles, and solid waste trucks.

ADA accessibility and right-of-way obstructions

- Public sidewalks and pedestrian routes must remain clear, passable, and accessible.
- Low tree limbs, overgrown shrubs, and encroaching vegetation can narrow or block the accessible path of travel.
- Vegetation in the right-of-way can become a physical obstacle for wheelchairs, walkers, strollers, and visually impaired pedestrians.
- Clear maintenance duties help reduce ADA non-compliance risk while improving safety and usability for all residents.

Sec. 50-7: Duty to keep maintained

- Do not permit sidewalks, curbs, alleys, or right-of-way to be covered with solid waste, sand, dirt, or leaves.
- Do not permit grass or weeds to grow on or extend over sidewalks, curbs, alleys, or right-of-way.
- Limit grass and vegetation in the area between the street and sidewalk to 12 inches.
- Maintain tree clearance at a minimum of 8 feet for sidewalk egress and 15 feet above street surfaces.
- Maintain driveway aprons, including portions integrated with sidewalks.
- During construction, keep streets and sidewalks free of safety hazards to vehicles and pedestrians.

Sec. 50-8: Penalty and remedy by the City

Violation Exists

- Penalty: Misdemeanor $1 to $500 and each day that the violation exists shall constitute a separate offense.

Notice Given

- Property owner notified to come into compliance.

City remedies violation

- In cases where the property is not brought into compliance by the property owner.

Cost of remedy invoiced to owner

- Invoice includes any labor, benefits, equipment and materials. Must be paid within 30 days of invoice.

Lien filed if unpaid

- Lien filed on the property for the invoiced amount plus ten percent.

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: July 21, 2026

AGENDA ITEM CAPTION: Discussion and/or action regarding the nominations of Max Yancy and Mandy Rowden to the Tourism Advisory Board for a term to expire in July 2028; and consider additional nominations to the board.

ORIGINATING DEPARTMENT AND CONTACT: Downtown & Tourism - Tiffany Padilla

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION:

City Council has nominated Max Yancy and Mandy Rowden to be appointed to the Tourism Advisory Board.

After reviewing the applications, both candidates meet the qualifications to serve on a city board.

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

The announcement of nomination occurred during the July 7, 2026, Council meeting.

Action to appoint, should Council move to appoint Max Yancy and Mandy Rowden to the board, will occur during the July 21, 2026, Council meeting.

PROJECT SCHEDULE (if applicable): N/A

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: None.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

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

LIST OF SUPPORTING DOCUMENTS:

City of Lockhart, Texas

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COUNCIL MEETING DATE: July 21, 2026

AGENDA ITEM CAPTION: Discussion and/or action regarding funding appropriations for Non-Profit and Special Interest Organizations requesting funding for an annual contribution from the City of Lockhart for Fiscal Year 2026-2027.

ORIGINATING DEPARTMENT AND CONTACT: Finance - Keeli Howard

ACTION REQUESTED: Direction

BACKGROUND/SUMMARY/DISCUSSION: On June 16, 2026 the following Non-Profit Organizations presented to the City Council their funding requests for Fiscal Year 2026-2027 (FYE 2027):

- Ascension Seton Hays Foundation Care-A-Van - $10,000
- Caldwell County Food Bank - $15,000
- CASA of Central Texas - $12,000
- Combined Community Action - Meals on Wheels - $8,000
- HartWell Center, Inc. - $10,416
- Hays-Caldwell Women's Center - $12,000
- Lockhart Area Senior Citizen Center - $4,000

After the presentations, staff was directed to return the appropriation of funding discussion to a future Council meeting.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:
Funds Required: $71,416
Account Number: 100-5101-700-00
Funds Available: TBD - $56,000 appropriated in FY 25-26
Account Name: Non-Profit Expense

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION:

City of Lockhart, Texas

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LIST OF SUPPORTING DOCUMENTS: FYE 2027 - Non-profit Contribution History

City of Lockhart
Historical Contributions to Non-Profit/Special Interest Organizations

Organization	FYE 2024	FYE 2025	FYE 2026	FYE 2027 Requested
Caldwell County Food Bank	10,900	5,000	10,000	15,000
Care-A-Van	10,000	5,000	10,000	10,000
CASA of Central Texas, Inc.	13,000	12,000	12,000	12,000
Combined Community Action - Meals on Wheels	8,800	8,000	10,000	8,000
HartWell Center	-	-	-	10,416
Hays-Caldwell Women's Center	9,745	10,000	10,000	12,000
Lockhart Area Senior Citizen Center	5,085	4,000	4,000	4,000
Take Me Home - Advocates for Transport	-	5,000	10,000	-
Totals:	**57,530**	**49,000**	**66,000**	**71,416**

*Funding for Take Me Home - Advocates for Transport is being considered in the FYE 2027 Operating Budget through a contract for services with the Animal Control department.

City of Lockhart, Texas

Council Agenda Item
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COUNCIL MEETING DATE: July 21, 2026

AGENDA ITEM CAPTION: Discussion and/or action to award a professional services agreement to Barker Rinker Seacat Architecture for architectural and engineering services related to the design and construction administration of the Lockhart Recreation Center project and authorizing the City Manager to execute the agreement and all necessary documents.

ORIGINATING DEPARTMENT AND CONTACT: Parks & Recreation - Travis Hughes

ACTION REQUESTED: Award of Contract

BACKGROUND/SUMMARY/DISCUSSION: On September 2, 2025, the City Council approved Resolution No. 2025-27 awarding Barker Rinker Seacat Architecture (BRS) a professional services contract to prepare a feasibility study for a new recreation center at the former Hometown Cinema property and authorized the City Manager to negotiate a subsequent architectural services agreement should the project move forward. The completed feasibility study was presented to City Council on April 21, 2026, at which time Council directed staff to proceed with renovation of the former Hometown Cinema into the City's future Recreation Center.

The proposed agreement authorizes BRS to provide complete architectural and engineering services for the renovation and expansion of the former Hometown Cinema located at 120 W. Martin Luther King Jr. Blvd. The project includes renovation of approximately 11,800 square feet of the existing facility, construction of approximately 2,000 square feet of building additions, and associated site improvements. The Recreation Center is anticipated to include a variety of indoor and outdoor amenities designed to serve residents of all ages. Planned features include a multi-use activity court, walking and jogging track, a group fitness room, a fitness area with cardio and weight equipment, a community room and event space, a catering kitchen, administrative offices, storage and support areas, restrooms, a welcoming lobby, and associated parking. Outdoor amenities include basketball/pickleball courts, an outdoor fitness area, a playground, and a pavilion to support recreation programming and community events.

Under the agreement, BRS will serve as the Architect of Record and provide architectural, structural, civil, landscape, mechanical, electrical, plumbing, interior design, bidding assistance, and construction administration services through project completion utilizing a traditional Design-Bid-Build project delivery method.

The proposed professional services agreement totals $797,000, exclusive of reimbursable expenses. The overall Recreation Center project is currently estimated at approximately $11.8 million, including approximately $9.1 million in construction costs and $2.7 million in project soft costs, which includes the cost of this agreement. Construction services will be competitively procured through a separate solicitation and presented to the City Council for future consideration.

Upon execution of the agreement, the project will commence with a project kickoff in July 2026. BRS anticipates completing the schematic design phase by September 18, 2026, followed by design development by November 11, 2026, and final construction documents by March 26, 2027. Following completion of the design phase, the City anticipates competitively bidding the project and awarding a construction contract in Spring 2027. Construction is expected to require approximately 12 months, with substantial completion of the Recreation Center anticipated in Spring/Summer 2028.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:
Funds Required:
Account Number:
Funds Available:
Account Name:

FISCAL NOTE (if applicable): The projected total project cost is $11.8 million which will be funded by the 2026 CO's.

PREVIOUS COUNCIL ACTION: On September 2, 2025, Council approved Resolution 2025-27 to award a contract to Barker-Rinker-Seacat (BRS) Architecture to produce a feasibility study for the design, construction, and operation of a Recreation Center at the site of the former Hometown Cinemas, as well as a potential future Recreation Facility to be located adjacent to the new Aquatics Facility. In addition, Council authorized the City Manager to negotiate a contract with BRS Architecture for the development and construction of the Center and to return said contract to Council for approval.

COMMITTEE/BOARD/COMMISSION ACTION: A steering committee was assembled to develop design and programming ideas and those recommendations were provided to Council on April 21, 2026.

STAFF RECOMMENDATION/REQUESTED MOTION: Award Contract

LIST OF SUPPORTING DOCUMENTS: B101-2017 - Lockhart Rec Center rev1, R-2025-27, Feasibility Study-Recreaton Center

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twenty-third day of June in the year Two Thousand Twenty-Six
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Lockhart, Texas

308 W. San Antonio Street
Lockhart, TX 78644

and the Architect:
(Name, legal status, address and other information)

Barker Rinker Seacat Architecture

990 South Broadway, Ste 222
Denver, CO 80209
303.455.1366

for the following Project:
(Name, location and detailed description)

2025.058 - Lockhart Rec Center
120 W. Martin Luther King Jr. Industrial Blvd.
Lockhart, TX 78644
A renovation of an existing 11,800 sf pre-engineered metal building structure into a recreation center. The existing building with a mezzanine level will be converted into indoor spaces including a multi-activity court with on-grade walk/jog track, group aerobics room, 1,500 sf fitness equipment area with weights and cardio, community room, catering kitchen, men's and women's restrooms, and admin space. Approximately 2,000 sf of new construction will be added to the building. Exterior site renovation will
include a new parking lot, three outdoor basketball courts, tournament area with a concessions pavilion and shade structures, an outdoor fitness area with new garage door into the existing structure, and a playground. The estimated construction budget is $9.1 million with soft costs of $2.7 million for a total project budget of $11.8 million.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The project may include the following amenities:
- Multi-use Activity Court with walk/jog track
- Group Fitness Room
- Fitness /weights room
- Community Room / Event Space
- Catering Kitchen
- Administrative offices
- Storage and support rooms
- Restrooms, lobby
- Associated Parking
- Outdoor basketball courts
- Outdoor fitness area
- Outdoor Playground
- Outdoor Pavilion

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

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The project includes an existing steel frame building with metal siding of approx. 12,000 sf on a site with existing parking lot.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

$11,800,000.00

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Schematic Design by September 18, 2026
Design Development by December 11, 2026
Construction Documents by March 26, 2027

.2 Construction commencement date:

Schedule will be established at the time of bidding.

.3 Substantial Completion date or dates:

Schedule will be established at the time of bidding.

.4 Other milestone dates:

N/a

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive bid

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

To be determined.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Travis Hughes
705 Wichita Street
Lockhart, TX 78644
512.398.6452
thughes@lockhart-tx.org

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

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n/a

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

.2 Land Surveyor :

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Jason Ringdahl
990 S. Broadway Suite 222
Denver, CO 80209
303-455-1366
jasonringdahl@brsarch.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

1. Civil Engineer
Halff & Associates
Ross Monte
13620 Briarwick Dr.
Austin, TX 78729
512.777.4600

2. Landscape Architect
Halff & Associates
James Hemenes
13620 Briarwick Dr.
Austin, TX 78729
512.777.4600

.3 Structural Engineer:
.3 Structural Engineer:

IMEG Corp (Houston)

Akshai Ramakrishnan
15810 Park Ten Place, Suite 225
Houston, TX 77084
8328568115

.4 Mechanical Engineer:

The Ballard Group, Inc.

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Peter Failla
2525 South Wadsworth Blvd., Suite 200
Lakewood, CO 80227
303.988.4514 x148

.5 Electrical Engineer:

Reese Hackman

Mark Layfield
9781 S Meridian Blvd, Ste 220
Englewood, CO 80112
7208425317

4: Cost Estimator
Blundall & Associates
Martyn Blundall
7223 Engle Road, Suite 215
Fort Wayne, Indiana 46804
260.489.8444

5. Specifications

iBIMSolutions, LLC

Greg Markling
6885 N. Oracle Road, Suite G
Tucson, AZ 85704
303.775.9517

§ 1.1.11.2 Consultants retained under Supplemental Services:

Not applicabl

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

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§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document G203™–2022, BIM Execution Plan, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document G203™–2022, BIM Execution Plan, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars($ 1,000,000) for each occurrence and Two Million Dollars ($ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars ($ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars ($ 1,000,000) each accident, One Million Dollars ($ 1,000,000) each employee, and One Million Dollars ($ 1.000.000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars ($ 2,000,000) per claim and Two Million Dollars and Zero Cents ($ 2,000,000.00) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or

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omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some

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combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's written approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.1.1 As a service to the Owner, the Architect shall illustrate and describe additive and deductive alternatives in order to preserve options for cost control through the end of the Design Development phase. Upon acceptance of the budget at the end of Design Development, the project scope shall be fixed, and documentation of alternatives beyond the Design Development phase shall constitute an Additional Service

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's written approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

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§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

.1 facilitating the distribution of Bidding Documents to prospective bidders;

.2 organizing and conducting a pre-bid conference for prospective bidders;

.3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,

.4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

.1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;

.2 organizing and participating in selection interviews with prospective contractors;

.3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,

.4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. In the event the Architect fails to perform a necessary task or work item, and later corrects the omission within a reasonable period of

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time, the Architect shall be responsible only for that portion of the cost resulting from the work being performed out of sequence.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site observations to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

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§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

§ 3.6.6.2 The Architect's observations shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

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§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	**Responsibility** *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	Not Provided
§ 4.1.1.2 Multiple preliminary designs	Not Provided
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Not Provided
§ 4.1.1.5 Site evaluation and planning	Landscape Architect
§ 4.1.1.6 Building Information Model management responsibilities	Architect
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Architect
§ 4.1.1.15 As-designed record drawings	Not Provided
§ 4.1.1.16 As-constructed record drawings	Not Provided
§ 4.1.1.17 Post-occupancy evaluation	Not Provided

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§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.21 Telecommunications/data design	Architect
§ 4.1.1.22 Security evaluation and planning	Not Provided
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30 Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

See Exhibit 1.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

See Exhibit 1.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget

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for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;

.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.7 Preparation for, and attendance at, a public presentation, meeting or hearing;

.8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.9 Evaluation of the qualifications of entities providing bids or proposals;

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,

.11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 Ten (10) visits to the site by the Architect during construction

.3 One (1)observations for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 One (1) observations for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Thirty-One (31) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the

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Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner acknowledges that the contingency allowance is to cover funding of unpredictable changes in the work or items of work during the construction phase, serving three core purposes: (1) To account for coordination issues in the Construction Documents, including errors and omissions corrected by the Architect at no additional design cost to the owner. (2) To modify or change the scope of the project "Betterment" or provide additional scope elements that were excluded from the contract documents, but required to completed the project. (3) To accommodate unknown conditions. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. The Owner Designates Mr. Travis Hughes, City of Lockhart Director of Parks and Recreation as the Owner's Representative.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the

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Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- **.1** give written approval of an increase in the budget for the Cost of the Work;
- **.2** authorize rebidding or renegotiating of the Project within a reasonable time;
- **.3** terminate in accordance with Section 9.5;
- **.4** in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- **.5** implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, with additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work

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at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. "Instruments of Service" are defined as representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. These may include, but are not limited to, maps, plans, drawings, specifications, reports, electronic files and other documents.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1. Any such claim, dispute or matter in question shall be subject to Informal Negotiation as first course of resolution. Either party may initiate informal negotiation of its claim, assuming the claim has been asserted within the time limits set forth in this Agreement by giving the other party written notice of such demand.

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Within ten (10) days of receipt of demand for informal negotiations, representatives of the parties with authority to settle the claim will meet to determine if the claim can be resolved informally. If informal negotiation fails to resolve the claim, mediation as a condition of precedent to binding dispute resolution. If the parties do not resolve a claim, dispute or matter in question through mediation, the method of binding dispute resolution shall be as selected in the sections to follow.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

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§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension and as planned and communicated per schedule for one (1) week following suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this

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Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

Not applicable.

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

As mutually agreed.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

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§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10 The Architect agrees to publish milestone documents at the end of each phase for the purpose of estimating and/ or pricing. Other interim document sets are for design coordination and internal review only: publication of additional interim documents for the purpose of estimating/ pricing will be an additional service and require additional time.

179D Commercial Buildings Energy-Efficiency Tax Deduction. The 179D commercial buildings energy efficiency tax deduction primarily enables building owners to claim a tax deduction for installing qualifying systems in buildings. If the system or building is installed on federal, state, or local government property, the 179D tax deduction may be assigned by the Public Agency to the design team responsible for the design. The 179D tax deduction has been in effect since January 1, 2006, and is now a permanent program enacted as part of the Consolidated Appropriations Act of 2021, signed into law on December 27, 2020.§ 10.11

Owner agrees to allocate tax deduction incentives under paragraph 179d of the Internal Revenue Code regarding the Energy Policy Act and energy savings to the Architect of Record, Barker Rinker Seacat Architecture. As a Public Agency, the potential deduction has no direct value to [insert client name] as it does not pay federal income taxes.

§ 10.12 [for use when the Owner asks us to include Geotech in our Contract]

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

$797,000, excluding reimbursable expenses.

.2 Percentage Basis
(Insert percentage value)

( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

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§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Architect will prepare a proposal or work will be done on an hourly basis per Architect's current hourly rates at the time of additional services. These rates change in January of every year. 2026 hourly rates are shown in Exhibit 1.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Architect will prepare a proposal or work will be done on an hourly basis per Architect's current hourly rates at the time of additional services. These rates change in January of every year. 2026 hourly rates are shown in Exhibit 1.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Eighteen percent (18.00 %)
Design Development Phase	Twenty-Five percent (25.00 %)
Construction Documents Phase	Twenty-Seven percent (27.00 %)
Procurement Phase	Two percent (2.00 %)
Construction Phase	Twenty-Eight percent (28.00 %)
Total Basic Compensation	one hundred percent (100.00 %)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate ($0.00
Partner	$ 260/ HR
Senior Principal III	$ 240/ HR
Principal II	$ 225/ HR
Principal I	$ 205/ HR
Project Manager	$ 205/ HR
Project Specialist	$ 185/ HR
Design Manager	$ 175/ HR
Senior Designer	$ 200/ HR
Designer IV	$ 160/ HR

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Designer III	$ 145/ HR
Designer II	$ 135/ HR
Designer I	$ 125/ HR
Marketing/Administrative	$ 150 /HR

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
.3 Permitting and other fees required by authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, and standard form documents;
.5 Postage, handling, and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses;
.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
.12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10.0 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

Not Applicable

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of N/A ($ N/A) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ($) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

Prime* plus one % monthly
Per month. *Rate shall be based on the published prime rate on the 61st day after the date of the invoice.

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated

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damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

Limitation of Liability: The Owner agrees, to the fullest extent permitted by law, to limit the liability of the Architect and Architect's officers, directors, and employees, for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and cost of litigation, so that the total aggregate liability of the Architect and the Architect's officers and employees shall not exceed $1,000,000.00 or the Architect's total fee for services rendered on this project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. Corporate Protection: It is intended by the parties to this agreement that the Architect's services in connection with the Project shall not subject the Architect's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Owner agrees that as the Owner's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Architect, a Colorado corporation, and not against any of the Architect's individual employees, officers or directors.

Architect shall indemnify and hold the City, its officers, elected officials, and employees, harmless from any loss, damage, suit, and liability of every kind, including all expenses of litigation, court costs, and reasonable attorney's fees, for injury to or death of any person, or for damage to any property, intellectual property infringement, or failure to pay a subcontractor or supplier of the Architect to the extent caused by the negligent, intentional, or willful acts or omissions of the Architect, its officers, employees, contract laborers, or subarchitects in the performance of this agreement as permitted by Texas Local Government Code Section 271.904 and Texas Government Code Section 2254.0031.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

.2 AIA Document G203™–2022, BIM Execution Plan, dated as indicated below:
(Insert the date of the G203-2022 incorporated into this agreement.)

.3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

[X] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

BRS Scope of Work Proposal (with exhibits) dated 06/25/2026.

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

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This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
BY: Joseph Resendez, City Manager	BY: Jason Ringdahl, Senior Principal
(Printed name and title)	*(Printed name, title, and license number if required)*

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Additions and Deletions Report for
AIA® Document B101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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Changes to original AIA text

PAGE 4

.2 Land Surveyor ~~Civil Engineer~~:

1. Civil Engineer
Halff & Associates
Ross Monte
13620 Briarwick Dr.
Austin, TX 78729
512.777.4600

2. Landscape Architect
Halff & Associates
James Hemenes
13620 Briarwick Dr.
Austin, TX 78729
512.777.4600

.3 Structural Engineer:

.3 ~~.1~~ Structural Engineer:

.42 Mechanical Engineer:

PAGE 5

.53 Electrical Engineer:

4: Cost Estimator
Blundall & Associates
Martyn Blundall
7223 Engle Road, Suite 215
Fort Wayne, Indiana 46804
260.489.8444

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5. Specifications

iBIMSolutions, LLC

Greg Markling
6885 N. Oracle Road, Suite G
Tucson, AZ 85704
303.775.9517

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PAGE 6

§ 1.3 The parties shall agree upon ~~written~~ protocols governing the transmission and use ~~of, and reliance on,~~ of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document G203™–2022, BIM Execution Plan, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to ~~written~~ protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document G203™–2022, BIM Execution Plan, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

PAGE 7

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella ~~policies~~ policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

PAGE 8

§ 3.3.1 Based on the Owner's written approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications

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that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.1.1 As a service to the Owner, the Architect shall illustrate and describe additive and deductive alternatives in order to preserve options for cost control through the end of the Design Development phase. Upon acceptance of the budget at the end of Design Development, the project scope shall be fixed, and documentation of alternatives beyond the Design Development phase shall constitute an Additional Service

§ 3.4.1 Based on the Owner's written approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

PAGE 9

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. In the event the Architect fails to perform a necessary task or work item, and later corrects the omission within a reasonable period of time, the Architect shall be responsible only for that portion of the cost resulting from the work being performed out of sequence.

PAGE 10

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site ~~inspections~~ observations to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site ~~inspections~~ observations to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

PAGE 11

§ 3.6.6.2 The Architect's ~~inspections~~ observations shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

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Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	Not Provided ~~Owner~~
§ 4.1.1.2 Multiple preliminary designs	Not Provided
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Not Provided
§ 4.1.1.5 Site evaluation and planning	~~–~~Landscape Architect
§ 4.1.1.6 Building Information Model management responsibilities	Architect
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	~~Not Provided~~Architect
§ 4.1.1.10 Architectural interior design	~~A~~ Architect
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	~~A Architect~~Architect
§ 4.1.1.15 As-designed record drawings	Not Provided
§ 4.1.1.16 As-constructed record drawings	Not Provided
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.21 Telecommunications/data design	~~A~~ Architect
§ 4.1.1.22 Security evaluation and planning	Not Provided
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not Provided

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§ 4.1.1.29	Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30	Other Supplemental Services	

PAGE 14

.3 One (1) ~~inspections~~ observations for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 One (1) ~~inspections~~ observations for any portion of the Work to determine final completion.

PAGE 15

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner acknowledges that the contingency allowance is to cover funding of unpredictable changes in the work or items of work during the construction phase, serving three core purposes: (1) To account for coordination issues in the Construction Documents, including errors and omissions corrected by the Architect at no additional design cost to the owner. (2) To modify or change the scope of the project "Betterment" or provide additional scope elements that were excluded from the contract documents, but required to completed the project. (3) To accommodate unknown conditions. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. The Owner Designates Mr. Travis Hughes, City of Lockhart Director of Parks and Recreation as the Owner's Representative.

PAGE 17

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the ~~Architect~~Architect, with additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. "Instruments of Service" are defined as representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. These may include, but are not limited to, maps, plans, drawings, specifications, reports, electronic files and other documents.

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims

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and causes of action not commenced in accordance with this Section 8.1.1. Any such claim, dispute or matter in question shall be subject to Informal Negotiation as first course of resolution. Either party may initiate informal negotiation of its claim, assuming the claim has been asserted within the time limits set forth in this Agreement by giving the other party written notice of such demand. Within ten (10) days of receipt of demand for informal negotiations, representatives of the parties with authority to settle the claim will meet to determine if the claim can be resolved informally. If informal negotiation fails to resolve the claim, mediation as a condition of precedent to binding dispute resolution. If the parties do not resolve a claim, dispute or matter in question through mediation, the method of binding dispute resolution shall be as selected in the sections to follow.

PAGE 19

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension and as planned and communicated per schedule for one (1) week following suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

PAGE 21

§ 10.10 The Architect agrees to publish milestone documents at the end of each phase for the purpose of estimating and/ or pricing. Other interim document sets are for design coordination and internal review only: publication of additional interim documents for the purpose of estimating/ pricing will be an additional service and require additional time.

179D Commercial Buildings Energy-Efficiency Tax Deduction. The 179D commercial buildings energy efficiency tax deduction primarily enables building owners to claim a tax deduction for installing qualifying systems in buildings. If the system or building is installed on federal, state, or local government property, the 179D tax deduction may be assigned by the Public Agency to the design team responsible for the design. The 179D tax deduction has been in effect since January 1, 2006, and is now a permanent program enacted as part of the Consolidated Appropriations Act of 2021, signed into law on December 27, 2020.§ 10.11

Owner agrees to allocate tax deduction incentives under paragraph 179d of the Internal Revenue Code regarding the Energy Policy Act and energy savings to the Architect of Record, Barker Rinker Seacat Architecture. As a Public Agency, the potential deduction has no direct value to [insert client name] as it does not pay federal income taxes.

§ 10.12 [for use when the Owner asks us to include Geotech in our Contract]

PAGE 22

Employee or Category	Rate ($0.00
Partner	$ 260/ HR
Senior Principal III	$ 240/ HR
Principal II	$ 225/ HR
Principal I	$ 205/ HR
Project Manager	$ 205/ HR
Project Specialist	$ 185/ HR
Design Manager	$ 175/ HR
Senior Designer	$ 200/ HR
Designer IV	$ 160/ HR
Designer III	$ 145/ HR

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Designer II	$ 135/ HR
Designer I	$ 125/ HR
Marketing/Administrative	$ 150 /HR

PAGE 23

Per month. *Rate shall be based on the published prime rate on the 61st day after the date of the invoice.

PAGE 24

.2 AIA Document G203™–2022, BIM Execution Plan~~Building Information Modeling Exhibit, if completed:~~, dated as indicated below:

(Insert the date of the G203-2022 incorporated into this agreement.)

PAGE 25

Variable Information

PAGE 1

AGREEMENT made as of the Twenty-third day of June in the year Two Thousand Twenty-Six
(In words, indicate day, month and year.)

City of Lockhart, Texas

308 W. San Antonio Street
Lockhart, TX 78644

Barker Rinker Seacat Architecture

990 South Broadway, Ste 222
Denver, CO 80209

303.455.1366

2025.058 - Lockhart Rec Center

120 W. Martin Luther King Jr. Industrial Blvd.
Lockhart, TX 78644

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A renovation of an existing 11,800 sf pre-engineered metal building structure into a recreation center. The existing building with a mezzanine level will be converted into indoor spaces including a multi-activity court with on-grade walk/jog track, group
aerobics room, 1,500 sf fitness equipment area with weights and cardio, community room, catering kitchen, men's and women's restrooms, and admin space. Approximately 2,000 sf of new construction will be added to the building. Exterior site renovation will
include a new parking lot, three outdoor basketball courts, tournament area with a concessions pavilion and shade structures, an outdoor fitness area with new garage door into the existing structure, and a playground. The estimated construction budget is $9.1 million with soft costs of $2.7 million for a total project budget of $11.8 million.

PAGE 2

The project may include the following amenities:
- Multi-use Activity Court with walk/jog track
- Group Fitness Room
- Fitness /weights room
- Community Room / Event Space
- Catering Kitchen
- Administrative offices
- Storage and support rooms
- Restrooms, lobby
- Associated Parking
- Outdoor basketball courts
- Outdoor fitness area
- Outdoor Playground
- Outdoor Pavilion

PAGE 3

The project includes an existing steel frame building with metal siding of approx. 12,000 sf on a site with existing parking lot.

$11,800,000.00

Schematic Design by September 18, 2026
Design Development by December 11, 2026
Construction Documents by March 26, 2027

Schedule will be established at the time of bidding.

Schedule will be established at the time of bidding.

N/a

Competitive bid

To be determined.

Travis Hughes

705 Wichita Street
Lockhart, TX 78644

512.398.6452

thughes@lockhart-tx.org

PAGE 4

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n/a

Jason Ringdahl

990 S. Broadway Suite 222
Denver, CO 80209

303-455-1366

jasonringdahl@brsarch.com

IMEG Corp (Houston)

Akshai Ramakrishnan

15810 Park Ten Place, Suite 225
Houston, TX 77084

8328568115

The Ballard Group, Inc.

PAGE 5

Peter Failla

2525 South Wadsworth Blvd., Suite 200
Lakewood, CO 80227

303.988.4514 x148

Reese Hackman

Mark Layfield

9781 S Meridian Blvd, Ste 220
Englewood, CO 80112

7208425317

Not applicabl

PAGE 6

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars ($ 1,000,000) for each occurrence and Two Million Dollars ($ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars ($ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars ($ 1,000,000) each accident, One Million Dollars ($ 1,000,000) each employee, and One Million Dollars ($ 1.000.000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services

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with policy limits of not less than Two Million Dollars ($ 2,000,000) per claim and Two Million Dollars and Zero Cents ($ 2,000,000.00) in the aggregate.

PAGE 13

See Exhibit 1.

See Exhibit 1.

PAGE 14

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 Ten (10) visits to the site by the Architect during construction

.3 One (1)observations for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 One (1) observations for any portion of the Work to determine final completion.

§ 4.2.5 If the services covered by this Agreement have not been completed within Thirty-One (31) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 18

[X] Litigation in a court of competent jurisdiction

PAGE 20

Not applicable.

As mutually agreed.

PAGE 21

$797,000, excluding reimbursable expenses.

Architect will prepare a proposal or work will be done on an hourly basis per Architect's current hourly rates at the time of additional services. These rates change in January of every year. 2026 hourly rates are shown in Exhibit 1.

PAGE 22

Architect will prepare a proposal or work will be done on an hourly basis per Architect's current hourly rates at the time of additional services. These rates change in January of every year. 2026 hourly rates are shown in Exhibit 1.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

Schematic Design Phase	Eighteen percent (18.00 %)
Design Development Phase	Twenty-Five percent (25.00 %)
Construction Documents Phase	Twenty-Seven percent (27.00 %)
Procurement Phase	Two percent (2.00 %)
Construction Phase	Twenty-Eight percent (28.00 %)
Total Basic Compensation	one hundred percent (100.00 %)

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§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10.0 %) of the expenses incurred.

Not Applicable

§ 11.10.1.1 An initial payment of N/A ($ N/A) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

Prime* plus one % monthly

PAGE 24

Limitation of Liability: The Owner agrees, to the fullest extent permitted by law, to limit the liability of the Architect and Architect's officers, directors, and employees, for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and cost of litigation, so that the total aggregate liability of the Architect and the Architect's officers and employees shall not exceed $1,000,000.00 or the Architect's total fee for services rendered on this project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. Corporate Protection: It is intended by the parties to this agreement that the Architect's services in connection with the Project shall not subject the Architect's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Owner agrees that as the Owner's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Architect, a Colorado corporation, and not against any of the Architect's individual employees, officers or directors.

Architect shall indemnify and hold the City, its officers, elected officials, and employees, harmless from any loss, damage, suit, and liability of every kind, including all expenses of litigation, court costs, and reasonable attorney's fees, for injury to or death of any person, or for damage to any property, intellectual property infringement, or failure to pay a subcontractor or supplier of the Architect to the extent caused by the negligent, intentional, or willful acts or omissions of the Architect, its officers, employees, contract laborers, or subarchitects in the performance of this agreement as permitted by Texas Local Government Code Section 271.904 and Texas Government Code Section 2254.0031.

[X] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

BRS Scope of Work Proposal (with exhibits) dated 06/25/2026.

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Mary Schambach, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 19:38:35 MDT on 07/08/2026 under Order No. 20250148606 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ - 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

Mary P Schambach

(Signed)

Project Manager

(Title)

July 8, 2026

(Dated)

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Lockhart Recreation Center – Theater Retrofit

Barker Rinker Seacat Architecture

Architectural Scope of Work

June 25, 2026

The following scope of work represents the task definition of the roles and responsibilities of Barker Rinker Seacat Architecture (BRS, also referred to as the Architect) for a renovation of a pre-engineered metal building that previously operated as a movie theater. The existing building will be renovated into the Lockhart Recreation Center in Lockhart, Texas. This proposal is for providing architectural and engineering services to obtain the appropriate permits for the renovation and addition to Lockhart Recreation Center, including services during construction. The existing building is approximately 11,800 square feet and consists of a partially demolished interior containing a lobby, restrooms, theater spaces, and a mezzanine with screening rooms. The City of Lockhart (also referred to as the Owner) hired BRS to do a feasibility study of the existing facility vs. a new facility, which involved a community survey and input from a steering committee and city officials. Through this effort, it was determined that the additions and alterations to the existing facility was the best approach. The resulting plan consists of targeted renovations and expansion of different areas of the building to meet the needs of this growing community.

The design and construction will include approximately 11,800 sq/ft of renovation to create an indoor multi-activity court with on-grade walk/jog track, group aerobics room, 1,500 sf fitness equipment area with weights and cardio, community room, catering kitchen, men's and women's restrooms, and admin space. The renovation will involve removing the mezzanine and stairs. Approximately 2,000 sq/ft of new construction will be added to the existing structure to expand the building footprint for circulation. Exterior site renovation will include relocating the parking lot to the adjacent airport property, adding 3 outdoor basketball courts/tournament area with a concessions pavilion and shade structures, an outdoor fitness area with new garage door into the existing structure, and a playground. Please refer to Exhibit C for the conceptual floor plan and site plan.

The construction budget is $9.1 million with soft costs being $2.7 million for a total project cost of $11.8 million.

Barker Rinker Seacat Architecture will serve as the Architect of Record. BRS shall maintain the prime contract relationship for the Project with the City of Lockhart. This proposal is based on a Design-Bid-Build procurement process. If desired by the Owner, BRS may assist with the procurement process for the General Contractor for Construction. This assistance is not included in BRS' base fee and scope of services. Barker Rinker Seacat Architecture services will include Architectural Design, Interior Design, and Exterior Design. Civil engineering, landscape architecture, structural engineering, electrical engineering, mechanical engineering, and plumbing engineering services will be provided by consultants. Scope of work and costs for these consultants are also included in the scope of services and fee. Please refer to attached Exhibits D through J for detailed information regarding the project's consultants' scope of services. BRS will hold all sub-consultant contracts, each using an AIA C401 or C402 document. Geotechnical and Survey will be contracted directly with the City. All phases of the work will be documented using Building Information Modeling (BIM, using Revit software). Please refer to the Project Schedule for anticipated design and construction milestones as well as the number of anticipated workshops. As soon as practicable after the contract has been fully executed, BRS shall submit, for the Owner's approval, a project schedule with more detailed information based on the agreed-upon project kickoff date.

The architectural responsibility scope of work is broken down as follows:

Schematic Design Phase

1. BRS shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architectural services and the project.

2. The Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.
3. BRS shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.
4. BRS shall submit to the Owner an opinion of probable construction cost (OPCC). In preparing costs and budgets, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the OPCC to meet the Owner's budget. The Architect's OPCC shall be based on current area, volume or similar conceptual estimating techniques.
5. BRS shall submit the Schematic Design Documents to the Owner and request the Owner's written approval.
6. BRS shall lead the consultant coordination effort during Schematic Design with structural, mechanical, electrical, civil, and landscape consultants.
7. Meetings: The team anticipates two (2) Client Workshops during Schematic Design with one meeting being in-person and the other meeting being virtual. Please refer to the Project Schedule. Council meetings, presentations and updates can be provided as an additional service upon request.
8. Schematic Design Printing and Distribution of Documents: BRS shall distribute progress documents electronically (PDF) to the Owner and consultants.
9. Written response to Owner's SD Review: BRS shall provide a written response to Owner's schematic design review upon request.
10. Sub-Consultant/Engineer Responsibility: In addition to the responsibilities and deliverables provided by the Architectural team, please refer to the enclosed consultant proposals for a description of the civil, structural, mechanical, electrical, plumbing and landscape portion of the scope of work.

    Note: The City will provide written approval of the scope that they agree to move forward with into the Design Development phase that meets the approved construction budget. Scope areas that are outside of the allowed budget will not be developed further than the Schematic Design level and the information will be available for future design when funding is available.

Design Development Phase

1. Based on the Owner's written approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, BRS shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

2. As a service to the Owner, BRS shall illustrate and describe additive and deductive alternatives in order to preserve options for cost control through the end of the Design Development phase. Upon acceptance of the budget at the end of Design Development, the project scope shall be fixed, and documentation of alternatives beyond the Design Development phase shall constitute an Additional Service.
3. BRS shall update the estimate of the Cost of the Work.
4. BRS shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the OPCC, and request the Owner's written approval.
5. Meetings: The team anticipates two (2) Client Workshops during Design Development with one meeting being in-person and the other meeting being virtual. Please refer to the Project Schedule. Council meetings, presentations and updates can be provided as an additional service upon request.
6. Design Development Printing and Distribution of Documents: BRS shall distribute progress documents electronically (PDF) to the Owner and consultants.
7. Written Response to Owner's DD Review: BRS shall provide a written response to the Owner's Design Development review upon request.
8. Sub-Consultant/Engineer Responsibility: In addition to the responsibilities and deliverables provided by the Architectural team, please refer to the enclosed consultant proposals for a description of the civil, structural, mechanical, electrical, plumbing and landscape portion of the scope of work.

Construction Documents Phase

1. Based on the Owner's written approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, BRS shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review during construction.
2. The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.
3. If required, during the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.
4. The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.
5. BRS shall request the Owner's written approval.
6. Meetings: The team anticipates two (2) Client Workshops during the Construction Documents Phase with one meeting being in-person and the other meeting being virtual. Please refer to the

Project Schedule. Council meetings, presentations and updates can be provided as an additional service upon request.

7. Construction Document Printing and Distribution of Documents: BRS shall distribute electronic progress documents (PDF) to the Owner and Consultants.

Bid Phase

1. BRS shall prepare one bid package. Multiple Bid packages can be provided as an additional service. Bid packages are available at the contractor's expense.
2. Bidding Documents shall consist of bidding requirements and proposed Contract Documents. Bidding requirements to be provided by the Owner.
3. If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.
4. Request for Information/Clarifications: BRS will receive and distribute all RFI/RFCs to consultants as necessary and will coordinate the preparation of the written response.
5. BRS will prepare addenda, as necessary.
6. BRS shall update documents based on questions and responses provided for RFIs and city comments.

Construction Administration Phase

1. BRS shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, or implement an alternate contractual agreement with the General Contractor, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.
2. BRS shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. In the event the Architect fails to perform a necessary task or work item, and later corrects the omission within a reasonable period of time, the Architect shall be responsible only for that portion of the cost resulting from the work being performed out of sequence.
3. BRS's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.
4. BRS shall visit the site at intervals appropriate to the stage of construction, or as follows:
    a. A construction duration of twelve (12) months is anticipated. Ten (10) visits to the site by the Architect during construction. Site visit reports are to be provided within one week of site visit.

   b. One (1) observation for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents.
   c. One (1) observation for any portion of the Work to determine final completion.
5. Site visits in addition to the ten (10) indicated above will incur additional services and associated fees.
6. Construction administration services beyond the twelve (12) months assumed for construction will incur additional services and associated fees.
7. BRS shall attend OAC (Owner-Architect-Contractor) meetings in between site visits virtually.
8. BRS' role during site visits is to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.
9. BRS has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.
10. BRS shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.
11. Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.
12. The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.
13. The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site observations to check the quality or quantity of the Work,

(2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

14. BRS shall maintain a record of the Applications and Certificates for Payment.
15. BRS shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.
16. BRS shall review the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
17. Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor will be provided. Additional reviews required will be brought to the owner's attention and considered an additional service outside the scope of this agreement as described below under "Additional Services."
18. If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.
19. BRS shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.
20. The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.
21. The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. BRS shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.
22. The Architect shall maintain records relative to changes in the Work.
23. BRS shall issue a Certificate of Substantial Completion.

24. BRS shall forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor.
25. BRS shall issue a final Certificate for Payment based upon a final observation indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.
26. BRS' observations shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.
27. When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.
28. The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.
29. Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

Owner's Responsibilities

1. Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.
2. The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.
3. The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. The Owner Designates Mr. Travis Hughes, City of Lockhart Director of Parks and Recreation as the Owner's Representative.
4. The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.
5. The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials,

seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

6. The Owner shall furnish tests, special inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.
7. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.
8. Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

Project Schedule

The project schedule is as follows assuming a single bid package:

Phase	Duration	# of meetings	Preliminary Schedule
Schematic Design	8 weeks	(2) Workshops	July-August 2026
City Review/SD Estimate	2 weeks	(1) Review Meeting	September 2026
Design Development	10 weeks	(2) Workshops	September-November 2026
Phase Review/DD Estimate	2 weeks	(1) Review Meeting	December 2026
Construction Documentation	14 weeks	(2) Workshops	December 2026-March 2027
Permitting & Bidding	8 weeks	-	March – May 2027
Final Conformance/For Const. Set	-	-	May 2027
Construction Administration	52 weeks	(26)*	June 2027-June 2028
Total	**96 weeks**		

Construction is anticipated to start in second quarter of 2027.
Of the two workshops in each design phase, one is planned to be virtual and one is planned to be held in Lockhart, TX. Council meetings, presentations and updates can be provided as an additional service upon request.
*BRS will attend bi-weekly construction meetings virtually. Ten (10) site visits during construction are included.

Compensation

Please refer to the Project Fee Summary - Exhibit A.

Additional Services

BRS may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services shall entitle the Architect to compensation and an appropriate adjustment in the Architect's schedule. BRS's additional services beyond the scope of this proposal shall be discussed between BRS and the Owner and approved

prior to execution. Compensation for this work will be negotiated per Exhibit B Hourly Rates for anticipated work.

Reimbursable Expenses

Please refer to Exhibit A.

Expenses will be submitted as actual expense x 1.1 (administrative mark-up).

Exhibits

A. Project Fee Summary (includes reimbursable expenses)
B. BRS Standard Hourly Rates
C. Conceptual Floor Plan and Site Plan
D. Civil Engineering Proposal (Halff)
E. Landscape Architecture Proposal (Halff)
F. Structural Proposal (IMEG)
G. Mechanical & Plumbing Proposal (The Ballard Group)
H. Electrical & Technology Proposals (Reese Hackman)
I. Cost Estimating Proposal (Blundall Associates)
J. Specifications (iBim)

Exhibit A: Fee Summary

Lockhart, TX Rec Center

Scope of Services - Fee Allocation

Prepared 25-Jun-2026

Design Fee Allocation				***Breakdown by Phase***				
Basic Design Services	Total	%*	SD cost	DD cost	CD cost	BN cost	CA cost
Architect of Record (Including Interior Design)	$ 377,499	4.15%	$ 67,950	$ 94,375	$ 101,925	$ 7,550	$ 105,700
Landscape Architect	$ 110,311		$ 32,861	$ 32,861	$ 32,861	$ -	$ 11,727
Structural Engineer	$ 42,000		$ 6,000	$ 10,000	$ 16,000	$ 2,000	$ 8,000
Mechanical & Plumbing	$ 80,680		$ 13,290	$ 22,800	$ 30,400	$ -	$ 14,190
Electrical Engineer	$ 38,000		$ 5,700	$ 11,400	$ 11,400	$ 1,900	$ 7,600
Cost Estimating	$ 16,910		$ 3,950	$ 5,985	$ 6,975	$ -	$ -
Specifications	$ 9,500		$ -	$ 4,750	$ 4,750	$ -	$ -
	$ 419,501	4.61%	$ 77,901	$ 122,196	$ 146,386	$ 7,800	$ 65,217

Basic Design Services Fee $ 797,000

Recommended Optional Services		SD cost	DD cost	CD cost	BN cost	CA cost
Electrical Engineer						
Technology Systems Design	$ 22,000	$ 3,300	$ 6,600	$ 6,600	$ 1,100	$ 4,400
		$ 3,300	$ 6,600	$ 6,600	$ 1,100	$ 4,400

Recommended Optional Services Fee $ 22,000

Reimbursable Expense Budget		***Breakdown by Phase***				
(refer to Exhibit B)		SD cost	DD cost	CD cost	BN cost	CA cost
		$ 7,796	$ 7,642	$ 7,641	$ -	$ 15,913

Total Budgeted Expenses $ 38,993

Basic Design Services Fee	**$**	**797,000**
Recommended Optional Services Fee	**$**	**22,000**
Total Budgeted Expenses	**$**	**38,993**
Total Fee	**$**	**857,993**

Assumptions:

1	Assumes design of a 11,800 sf existing building with 2,000 sf addition, and site amenities. Construction cost estimate is $9.1 million. Should the square footage or construction cost change by more than 10%, the design and engineering fees will be adjusted accordingly.
2	Project site is assumed to be free of environmental hazards and will not require cleanup.
3	Geo-technical investigation will be provided by the Owner and is outside of this contract/scope of work.
4	Topographic survey of the project site will be provided by the Owner and is outside of this contract/scope of work.
5	Any traffic engineering studies, traffic signals, or street improvements will be provided by the City.
6	Project limits do not include work in adjacent public right-of-way. Work in these areas will be the responsibility of the City and coordinated to the extent the ROW design work follows the building project schedule.
7	Project limits are as shown in Exhibit C.
8	Any zoning or plats will be done by the City and will not be part of this project.
9	All fees for permits and jurisdictional approvals, site inspection fees, utilities and taxes have been excluded.
10	The proposal is based on the project schedule included in the Scope of Work. Changes to the project schedule may incur an additional
11	Construction documents are anticipated to be released in one package. Should additional packages be needed to accelerate the construction schedule, additional services and fees will be required.
12	The project will be constructed by a hard bid. Contractor Proposals will be based on the 100% Construction Documents.
13	3rd Party Estimating is included in this contract.
14	Record documents coordinated with Contractor redlined drawings are excluded.
15	The project will be designed with energy efficiency measures and sustainable concepts, but there will be no LEED or other certification sought for this project.
16	A monument sign on the site is not anticipated and excluded from this scope of work. This can be added as an additional service.
17	Fire Protection design will be specified by the project Mechanical engineer as part of this contract scope of work and Fire Protection for the project will be designed by the Fire Protection subcontractor as part of the construction contract.

18	The project documents will be delivered at the end of phase milestone dates as established on the project schedule. The milestone sets may be used for project milestone pricing/cost evaluation and client review. Mo mid-milestone pricing of document sets issued between end-of-phase milestones shall be used for cost evaluation or pricing.
19	Design alternates will be evaluated and considered during the Schematic Design Phase. Final direction and scope of the project will be established at the completion of the Schematic Design phase. If design alternates are to be carried past the SD phase, it will be an additional service and fee.
20	If a design omission is recognized within the construction documents during the Construction Administration phase of the project, however, is required to complete the project, ie. "Betterment", the client will pay for the cost of adding that missing scope or item back into the project.Client will pay for the construction cost of the missing scope only however not the re-design fee.
21	Foundation and Slab Assumptions: We are anticipating reusing as much as the existing slab and foundation as possible. It is anticipated to be slab on grade.
22	Commercial kitchen design is excluded. A catering/warming kitchen is anticipated with no cooking equipment. We anticipate stainless steel counters and prep areas as well as refrigerator, ice maker, dishwasher, warming ovens, sink, microwaves, and storage.
23	Basic commissioning is excluded in this contract. We assume the City will contract with a third party commissioning agent to provide commissioning as required by the 2018 IECC.
24	The project scope excludes Enhanced commissioning beyond code minimums.
25	The project scope excludes Energy Modeling in lieu of meeting prescriptive Comcheck IECC code requirements.
26	The project scope excludes Daylighting Analysis and related design recommendations for optimizing the use of natural light.
27	The project scope excludes Assessment and design recommendations for reduction of Embodied Carbon.
28	Levels of design and coordination for AV, Security, and Telecom/Raceways are defined in attached low voltage scope of services.
29	A detailed project scope for each subconsultant will be provided in the final contract.
30	Printing of milestone documents (drawings and specifications), record drawings or required submittal documents are not included in the reimbursable expenses covered in this contract.
31	Construction Administration Services will be provided based on the project schedule and identified tasks within the Scope of Work. Construction delays and project schedule extensions will incur additional design team fees per consultants' hourly rates.
32	The hourly rates provided in Exhibit B are valid for the calendar year of the contract and are subject to change when the project schedule is extended and/or additional fees are incurred for added scope of work.
33	Electronic Communications Fee of $150/month is included in the contract reimbursable expenses for the project duration as outlined in the project schedule. An additional fee will be required to cover electronic communications for projects exceeding their agreed-upon schedule.
34	Cladding Modification Analysis is excluded.
35	FF&E is excluded.
36	Signage and wayfinding is excluded.
37	Application and extensive coordination with TxDOT and FAA as related to the airport tract is excluded.

Exhibit B: Hourly Rates

BARKER RINKER SEACAT ARCHITECTURE, P.C.

BILLING RATE CATEGORIES AND REIMBURSABLE EXPENSES

(Effective 1 Jan 2026)

A. Compensation shall be made to Barker Rinker Seacat Architecture, P.C. for the time of the Principals and Staff at the following Billing Rates subject to annual review for escalation:

Designer I	$ 125/ hour
Designer II	$ 135/ hour
Designer III	$ 140/ hour
Designer IV	$ 160/ hour
Senior Designer	$ 200/ hour
Design Manager	$ 180/ hour
Administrative/Marketing	$ 155/ hour
Project Specialist	$ 190/ hour
Project Manager	$ 205/ hour
Principal I	$ 220/ hour
Principal II	$ 225/ hour
Senior Principal III	$ 250/ hour
Partner	$ 265/ hour

B. Services of Professional Consultants are billed at a multiple of one point one (1.1) times the amount billed to Barker Rinker Seacat Architecture, P.C.

C. In addition to compensation for time and the services of professional consultants, compensation shall be made to Barker Rinker Seacat Architecture, P.C. for the following reimbursable expenses, which will be billed at a multiple of one point one (1.1) times the amount billed to Barker Rinker Seacat Architecture, P.C.:

1. Expense of transportation and living when traveling outside the Metropolitan Denver area in connection with the project. Use of private automobile shall be billed at seventy cents ($0.725) per mile.
2. Phone calls, deliveries and shipping, extraordinary mailing expenses and fees paid for securing approval of authorities.
3. Printing, plotting and other document reproduction, brochures, contract documents and other special presentation expenses (e.g. renderings, finish models).

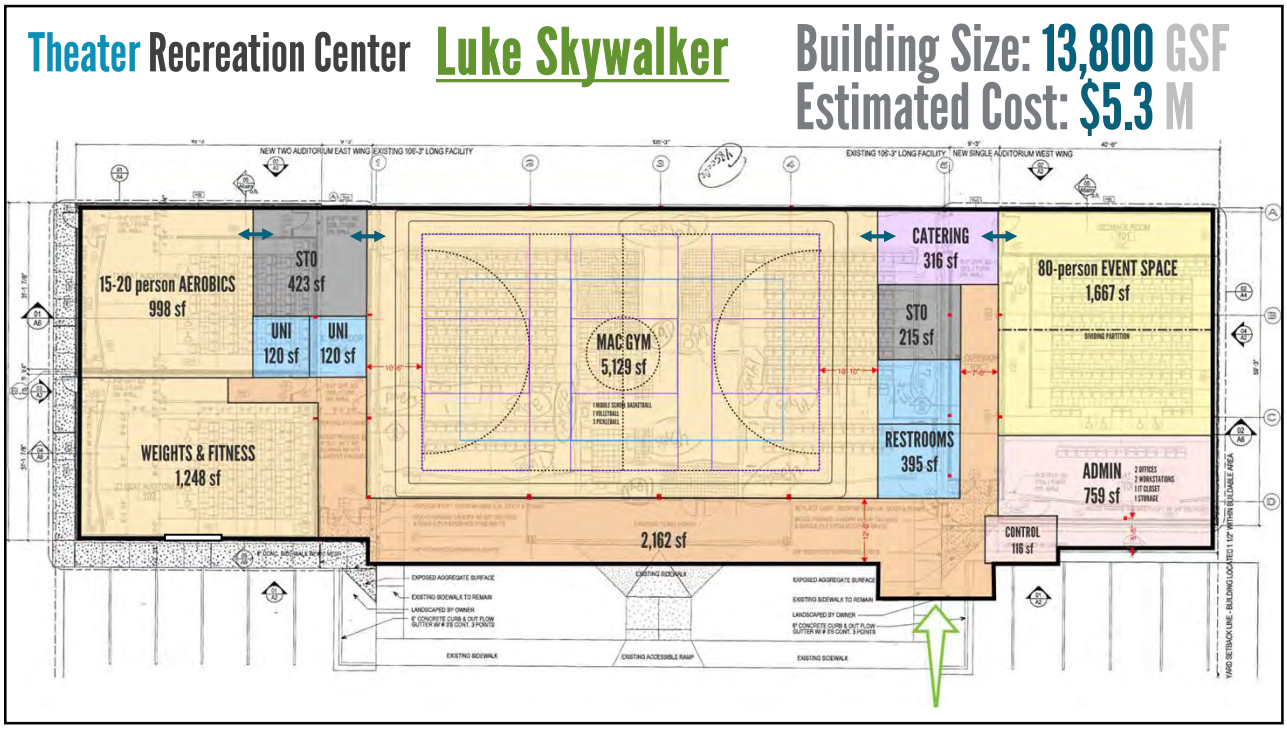
D. An Electronic Communication monthly fee shall be included within monthly reimbursables charges (between $50-$150 a month) based on the duration, team, and responsibilities outlined in the contract. The determined monthly charge will be included within Barker Rinker Seacat Architecture's formal proposal.

E. Other expenses that are directly attributable to a project shall not be billed unless prior approval is obtained from the Owner.

F. Payment due Barker Rinker Seacat Architecture, P.C. shall bear interest at the rate of one and one-half percent (1.5%) per month, commencing sixty days after the date of billing.

# # #

Exhibit C: Conceptual Building & Site Plans



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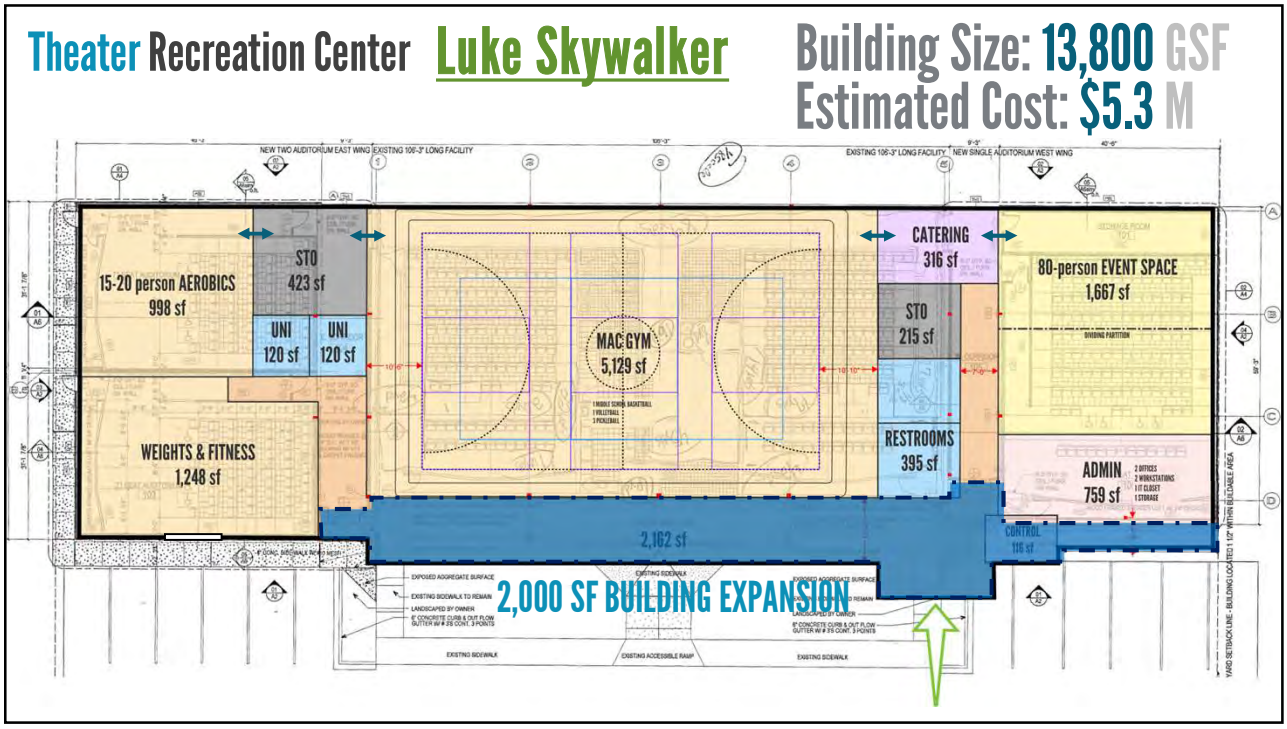

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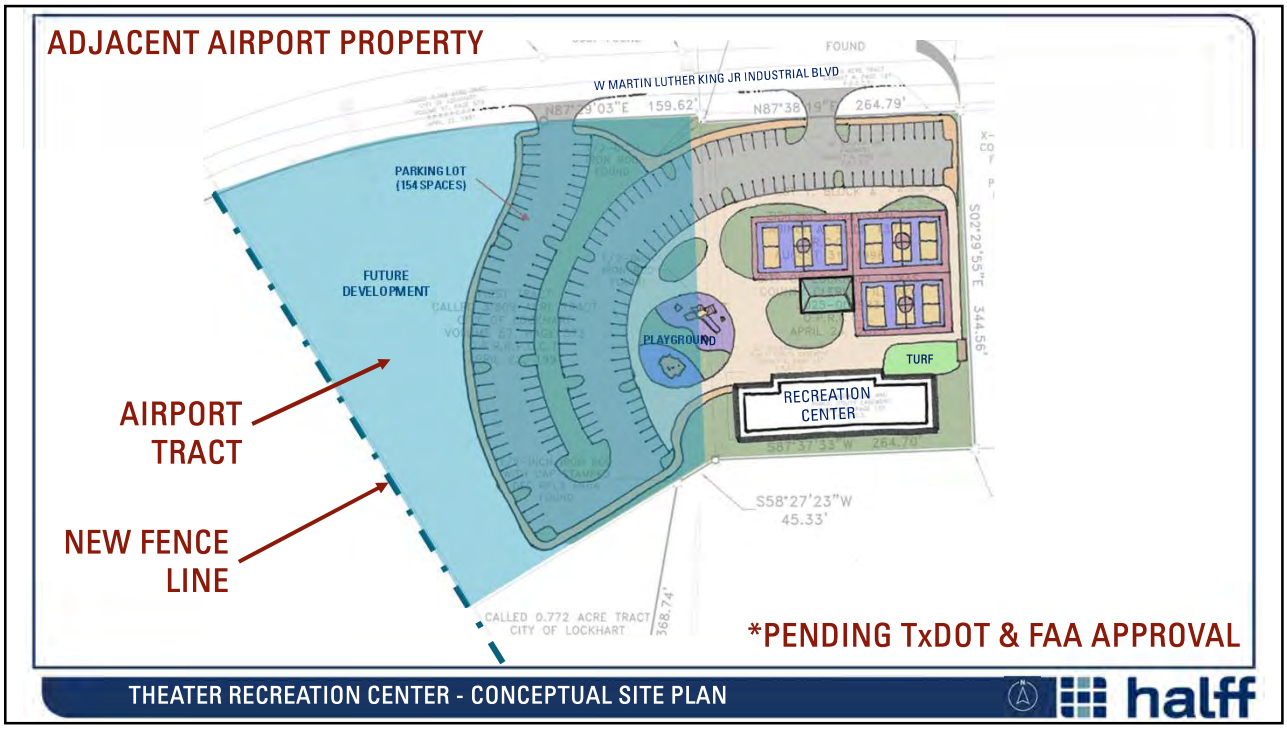
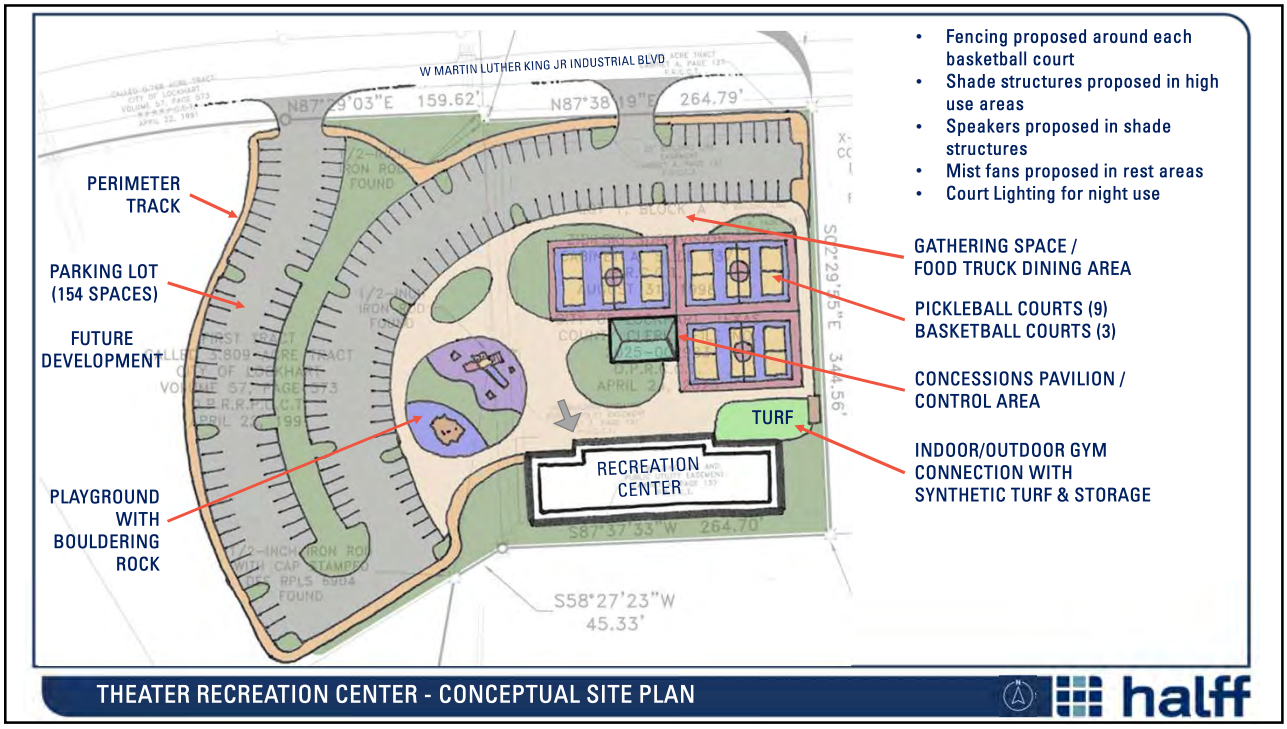

ADJACENT AIRPORT PROPERTY
W MARTIN LUTHER KING JR INDUSTRIAL BLVD
PARKING LOT (154 SPACES)
FUTURE DEVELOPMENT
PLAYGROUND
TURF
RECREATION CENTER
AIRPORT TRACT
NEW FENCE LINE
S58°27'23"W 45.33'
CALLED 0.772 ACRE TRACT CITY OF LOCKHART
*PENDING TxDOT & FAA APPROVAL
THEATER RECREATION CENTER - CONCEPTUAL SITE PLAN
halff

3


W MARTIN LUTHER KING JR INDUSTRIAL BLVD
PERIMETER TRACK
PARKING LOT (154 SPACES)
FUTURE DEVELOPMENT
PLAYGROUND WITH BOULDERING ROCK
TURF
RECREATION CENTER
S58°27'23"W 45.33'
• Fencing proposed around each basketball court
• Shade structures proposed in high use areas
• Speakers proposed in shade structures
• Mist fans proposed in rest areas
• Court Lighting for night use
GATHERING SPACE / FOOD TRUCK DINING AREA
PICKLEBALL COURTS (9)
BASKETBALL COURTS (3)
CONCESSIONS PAVILION / CONTROL AREA
INDOOR/OUTDOOR GYM CONNECTION WITH SYNTHETIC TURF & STORAGE
THEATER RECREATION CENTER - CONCEPTUAL SITE PLAN
halff

4

06/02/2026
AVO P62511.002

Barker Rinker Seacat Architecture
Attn: Jason Ringdahl
Senior Principal
990 South Broadway, Suite 222
Denver, CO, 80209

sent via e-mail: jasonringdahl@brsarch.com

RE: AGREEMENT FOR PROFESSIONAL SERVICES

Dear Mr. Ringdahl:

Halff Associates, Inc. (HALFF) is pleased to submit our proposal to Barker Rinker Seacat Architecture (CLIENT) to provide Professional Services for the referenced site, more specifically described as follows:

Site Location:

City: Lockhart County: Caldwell State: Texas
Latitude: 29.861008 Longitude: -97.670056
Address: 120 W Martin Luther King Jr Industrial BLVD
Zip code: 78644

Project Understanding:
The project site is part of an approximately 5.9AC tract that currently has an existing 11,800SF movie theatre along with associated parking and drives, and detention pond. The overall tract is divided into 2 lots. One lot is approximately 2.1 AC and the other is 3.8 AC. Barker Rinker Seacat (BRS) Architecture is proposing an approximately 13,800 SF recreation center for the City of Lockhart on the 2.1AC lot. Additionally, the parking and drives will be reconfigured to meet the increased parking demand for the buildings. Some of the parking will be located on the 2.1 AC movie theatre lot and the rest will be on the 3.8AC lot owned by the city. Currently the existing detention pond is anticipated to be removed and relocated onto the City tract.

Stormwater for the site will be handled by a combination of sheet flow and underground storm lines and conveyed to the proposed detention pond. The site is not within the FEMA regulated floodplain as per Fema FIRM Map number 48055C0235E Effective June 19, 2012.

Water and wastewater service will need to be provided to the newly proposed building. Currently the size of the water and wastewater services going into the existing movie theatre are unknown, and their location and sizes will need to be determined and the capacity evaluated if those same services are to be used. Otherwise, An existing 12” water main runs along W MLK Jr Industrial BLVD, and a 12” wastewater line runs along the same road across the street. New services may need to be run from these existing lines.

If HALFF's understanding is incorrect or requires clarification, please contact us immediately so we can revise this Proposal.

We appreciate the opportunity to be of service and trust that our association on this project will be mutually beneficial. Please contact us if you have any questions or comments concerning this matter. HALFF has included the attached Scope of Services for this Proposal along with the Exhibits listed below.

Sincerely,

HALFF

Ross Monte, PE

Exhibit A: SCOPE OF SERVICES
Exhibit B: CONCEPTUAL SITE PLAN
Exhibit C: FEE SCHEDULE
Exhibit D: STANDARD FORM OF AGREEMENT FOR PROFESSIONAL SERVICES

EXHIBIT A SCOPE OF SERVICES

PHASE 100 PRELIMINARY SERVICES

TASK 101: DUE DILIGENCE DATA COLLECTION

Collect readily available planning and engineering related data relative to the project site with consideration of the available development option(s). This information may include the following:

- Aerial maps
- SCS soils maps
- Information provided by you (boundary surveys, etc.)
- Platting status and determination of restrictions/requirements for the property
- Zoning maps and zoning requirements
- Comprehensive Plan maps and plan policies
- Access/thoroughfare plans
- Water, sewer and utility atlases
- FEMA floodplain maps
- General drainage patterns across the site
- Protected/heritage tree requirements
- Specific project-related information found in local agency files
- Halff GIS Map Package for the project site

This task will include a preliminary or pre-development meeting with City of Georgetown Engineering to determine stormwater management requirements. This information will be used for the development of the construction documents and not presented as a deliverable.

TASK 102: CONCEPTUAL PLAN

Review up to three conceptual layouts prepared by the Client for the proposed development to be in general conformance with requirements of the local agency requirements. The layout(s) will be reviewed and discussed with the CLIENT for future refinement as computed plans.

Coordinate with the CLIENT during design development and incorporate minor modifications as required in response to the CLIENT's comments.

PHASE 200 CIVIL ENGINEERING

TASK 201: COMPUTED SITE PLAN

Utilizing CAD files provided by the project Surveyor and Architect, prepare the computed layout in CAD for the proposed development in conformance with the Client's concept and our understanding of the local agency requirements. This plan can be provided to the CLIENT for review, upon request.

TASK 202: ONSITE CIVIL ENGINEERING CONSTRUCTION PLANS

Utilizing the Computed Plan prepared above, prepare construction plans as necessary for use in permitting and construction of the land development activities. This task may include;

- Site Plan – The Site plan may include dimensions and other horizontal controls for the location of improvements on the project. Data tables, if required by agencies indicating the uses of the project will be depicted.
- Paving Plan – The paving plan of all applicable roadways within the site. This item includes preparation of vehicular paving details based on the recommendations of the geotechnical engineer.
- Drainage Plan – Prepare, in concert with the site grading plan, a drainage plan in substantial accordance with the requirements of the local agency. The drainage design may include; an overall drainage area map delineating drainage areas, location of inlets and drainage pipe to convey the stormwater runoff, storm sewer calculations and storm sewer plan and profile sheets. Any required stormwater management pond analysis or design will be via a separate Task, if listed below.
- Grading Plan – The grading plan may include spot elevations at critical locations, Finish Floor Elevations for building areas, top and toe elevation of retaining walls, daylight grading at site perimeter and contours for large excavation and fill areas, at our discretion. This task is for grading vehicular and pedestrian paving areas outside the building only and does not include grading within the limits of the building.
- Water & Sanitary Sewer Plan – Coordinate the location and layout of water and sanitary sewer services to serve the proposed facilities. The water and sanitary sewer design may include Sanitary sewer point of connection, sanitary sewer profiles, sanitary sewer structure details, water main profiles and water main connection details. Network capacity modeling, nor off-site water and/or sewer is not anticipated for this project and unless specifically listed elsewhere in this scope is excluded. Standard Details, if available for the authority having jurisdiction, will be incorporated. Any required grease trap location, connections, sizing or routing shall be provided by others.
- Signage and Marking Plan – The signage and marking plan will include schematic locations of required streets signs and striping.
- Erosion Control Plan – Prepare an erosion control plan in conjunction with the grading and drainage designs. This task includes suggested erosion control devices and erosion control details for use during construction. The Contractor will be responsible for preparing the Storm Water Pollution Prevention Plan (SWPPP) and the required submittals (e.g. – Notice of Intent (NOI), Notice of Termination (NOT), etc.).
- Fire Protection Site Plan - Prepare a fire protection plan to identify fire lanes, hydrant locations, fire flow information to show compliance with applicable building codes.
- Construction Specifications - Construction specifications required for drawings will be in notes included in the plans. Client will prepare bid packages and construction contract documents.

The above-described plans may be combined or renamed into sheets at our discretion. The design of facilities described above will be limited to a point 5 feet outside the building lines. This includes, but is not limited to, the design of roof drains, utility connections, building stairs and fire service connections beyond this point, and within the limits of the building. It is expected that the design of those and similar elements will be performed by others and may be incorporated into our design, if provided and requested by the Client. This task item does not provide for structural design of retaining walls, review of walls designed by others, nor inclusion of structural details. Any required agency meetings, architectural coordination or changes by the Client once a task is completed shall be invoiced based upon the provisions indicated below and Exhibit A.

PHASE 300 SPECIAL CIVIL ENGINEERING

TASK 301: STORMWATER POND(S) DESIGN

Pond plans and calculations will be provided for the proposed impervious cover increase to the site, as well as replace the existing detention pond. Halff will Utilize the project's geotechnical report, survey data and drainage areas outlined in the record drawings, prepare calculations and a stormwater report for the potential re-development design of a stormwater management facility (pond) to provide attenuation of stormwater runoff associated with this project. Model, calculations and resulting reports are intended for use in the preparation of the construction plans and the permitting efforts for this project. This design will be prepared per local agency criteria, utilizing software of our choice, should specialty models or special software be required by other agencies the Client will be notified and additional fees may be warranted.

PHASE 400 SITE CIVIL PERMITTING

TASK 401: INCLUDED PERMITS

Prepare the appropriate permit application forms and provide any necessary exhibits, design drawings, calculations, and reports in accordance with current agency standards, as required by Agencies Having Jurisdiction (AHJ). Any field meetings, public meetings or agency coordination meetings are included in the "Meeting" task, below. Permitting efforts will include:

LIST PERMITS

- City of Lockhart Site Development Permit

PHASE 500 SPECIAL SERVICES

TASK 501: SUBCONSULTANT COORDINATION (BILLED HOURLY)

Assist the Client in coordinating the services of outside consultants, if requested by the CLIENT. These may include Traffic, Geotechnical, Environmental, Architectural, Structural. Coordinate with the CLIENT's consultants to provide assistance and obtain needed information or clarification when requested by the Client. Consultant fees are not included in this task or proposal.

TASK 502: MISCELLANEOUS REQUESTS, MEETINGS AND CLIENT COORDINATION

Attend status and/or strategy meetings on an as-needed basis, as determined by the CLIENT. This task also includes general coordination or consulting with the client on other project-related issues not specifically included in this scope. This may also include formal updates and documentation that are requested by the CLIENT related to the project.

PHASE 600 CONSTRUCTION SERVICES

TASK 601: CONSTRUCTION OBSERVATION (HOURLY AS REQUESTED)

Provide observation of construction activities as needed for certification upon completion of the project. Observation services required to ensure conformance to the approved plans and specifications may include the following:

- Attend a pre-construction conference with the Owner, contractor, and/or utility representatives
- Visual observation on a random basis for installation of storm sewer pipe and structures
- Review of TV tapes for gravity sanitary sewer and storm sewer
- Observation of stormwater ponds, control structures, and outfalls (if re-development is required)
- Observation of stormwater inlet construction
- Observation of water lines and facilities installation
- Attendance at Potable Water Pressure Tests and preparation of test results
- Observation of gravity sanitary sewer system installation
- Roadway subgrade and base observation
- Monitor materials testing reports
- Preliminary final observation with agencies and the contractor to determine punch list items
- Final observation following completion of any of the punch list items
- Review of shop drawings
- Review of contractor pay requests
- Review and response to contractor RFI's
- Landscape and Irrigation observation and material selection

Repeat observations due to faulty construction methods or defective materials or equipment are not included. HALFF shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of work. HALFF shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). HALFF's efforts will be directed toward providing limited assurance for the Client that the completed project will conform to the contract documents but shall not be responsible for failure of Contractor(s) to perform the construction work in accordance with the contract documents. This contract includes only infrequent site inspections that will provide for very limited observations. At the Client's request, HALFF can provide more frequent construction observation and documentation on an hourly rate basis for an increased estimated budget.

PROJECT SCHEDULE

Preliminary project schedule is shown below and is anticipated to be approximately 14 months to closeout of construction. Project schedule is subject to modifications due to delays, permitting review turnaround time, etc. Modifications to this schedule will be communicated with the CLIENT as the project progresses. CONSULTANT will begin upon execution of this proposal.

- Concept Refinement and Due Diligence – three (3) to four (4) weeks.
- Schematic Design (Includes Pond) 100% - four (4) to six (6) weeks.
- Design Development 50% - four (6) to five (8) weeks.
- Design Development 100% - two (2) weeks.
- Construction Documents 50% - five (5) to seven (7) weeks.
- Construction Documents 100% - two (2) weeks.

- Construction Phase services – approximately (7) to nine (9) months.

COMPENSATION

The CLIENT shall pay HALFF compensation for services as described in Exhibit C, Fee Schedule.

ADDITIONAL SERVICES

Services authorized by the CLIENT, other than those specifically listed in the Scope of Services, and which are agreed to be performed by HALFF by written addenda to this Agreement, shall be considered Additional Services. The Client shall compensate HALFF at current hourly rates for the actual personnel involved in the tasks (Hourly Services).

EXCLUSIONS

HALFF's Scope of Services expressly does NOT include the following services which are the obligation of the Client or Owner, as the case may be. If required, excluded services can be provided by HALFF as Additional Services when so authorized in writing by the Client.

ENVIRONMENTAL & ARCHAEOLOGICAL

1. Environmental/Biological Services
2. Environmental impact and cultural statements and assessments, jurisdictional waters of the US determination and/or Threatened or Endangered Species Evaluation
3. Wetlands assessments, delineations, mitigations and/or permitting
4. Site delineation for the Waters of the United States, and wetlands, consistent with the 1987 Wetland Delineation Manual and/or the U.S. Army Corps of Engineers (USACE) Section 404 of the Clean Water Act Permitting
5. Identification, trapping or relocation of species
6. USACE Coordination and/or preparation of a Preliminary Jurisdictional Determination
7. Environmental testing services of any kind
8. Researching title records for environmental liens or activity and use limitations
9. Preparation, coordination, or attendance for any Environmental Board Approvals or Board of Adjustment meetings
10. City, State, or Federal Historical Societies coordination and/or permitting
11. Archaeological or Geological assessments

ARCHITECTURAL & STRUCTURAL

12. Any services related to building design or vertical construction elements
13. Structural design of retaining walls (including landscape/decorative) and pond walls
14. Entry or Monument Sign design and permitting
15. LEED services

STORMWATER, FLOODPLAIN AND DRAINAGE

16. Flood studies, conditional (CLOMR) or final FEMA Letter of Map Revision (LOMR)
17. Offsite Drainage Plans
18. Floodplain reclamation studies
19. Hydrogeologic reports
20. Storm Water Conveyance Studies or Design for Offsite conveyance of storm water
21. Low Impact Development (LID) design techniques
22. Dam design (embankment taller than 6 feet) and analysis for probable maximum flood event

SURVEYING

23. Surveying services including but not limited to Title searches, ALTA surveys, or Boundary
24. Construction staking
25. Recording of utility easements or other materials
26. Post-construction Improvement Survey
27. Preparation of franchise utility easement plats, including staking of franchise utilities
28. Acquisition of off-site easements and rights-of-way
29. Platting and/or Lot or tract split
30. Condo exhibits or documentation
31. Preparation or modification of a unified development agreement or other restrictive covenant document
32. Preparation or modification of a license agreement

ZONING AND LANDUSE

33. Zoning and Land Use services including but not limited to Zoning/Land-use changes, Conditional-Use, Special-Use, Variance and/or Annexation processes
34. Preparation and processing of major variance requests from City Codes

TRAFFIC AND OTHER OFFSITE IMPROVEMENTS

35. Offsite infrastructure capacity studies/assessments/analysis/designs
36. Traffic impact analyses and studies
37. Offsite roadway design, access, and right-of-way permitting services
38. Offsite water and sewer extensions

CONSTRUCTION SERVICES

39. Preparation of formal bidding documents and technical specifications
40. Subsurface Utility Engineering
41. Bidding services
42. Construction phase services, including Inspection services, construction observation field visits, and/or oversight and direction of contractors' activities
43. Oversight, implementation, monitoring, reporting, and implementation of SWPPP measures during construction, including all fees associated therewith
44. Quality control and construction material testing services
45. Additional punch lists and final walks for phased approach to building and site temporary or permanent certificates of occupancy
46. Unsealed Record Drawings or As-Builts for private/public development work

UTILITY SERVICES

47. Lighting, gas, electric, telephone, cable and other "Franchise" or "Dry" utility coordination and design
48. Design of any facilities within the limits of the building and five (5) feet beyond
49. Fire protection system design
50. Design or specification of grinder pumps, force mains, or lift stations
51. Lift Stations for sewer and stormwater pumping

GENERAL

52. Any Geotechnical, Architectural, Structural, Mechanical, or Electrical Services
53. Revisions to the plans requested by the Client after the plans are approved unless necessitated by discrepancy in the plans
54. Revisions to the plans due to scope changes, value engineering, budget overruns, or other reasons

55. Formal feasibility study
56. Federal and state regulatory agency file reviews that require more than 20 days to obtain files
57. Management and oversight of CLIENT's other team members.
58. Out-of-town travel expenses and professional fees
59. Application/Submittal filing fees, permit fees, review fees, meeting fees and any sales tax
60. The Design Professional shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might in the sole judgment of the Design Professional, increase the Design Professional's risk or the availability or cost of his or her professional or general liability insurance.
61. Opinion of probable cost estimates.
62. Application/submittal fees for permitting.
63. Any services not specifically noted in the Scope of Services.

CLIENT'S RESPONSIBILITIES

- Payment of all impact, review, and permitting fees.

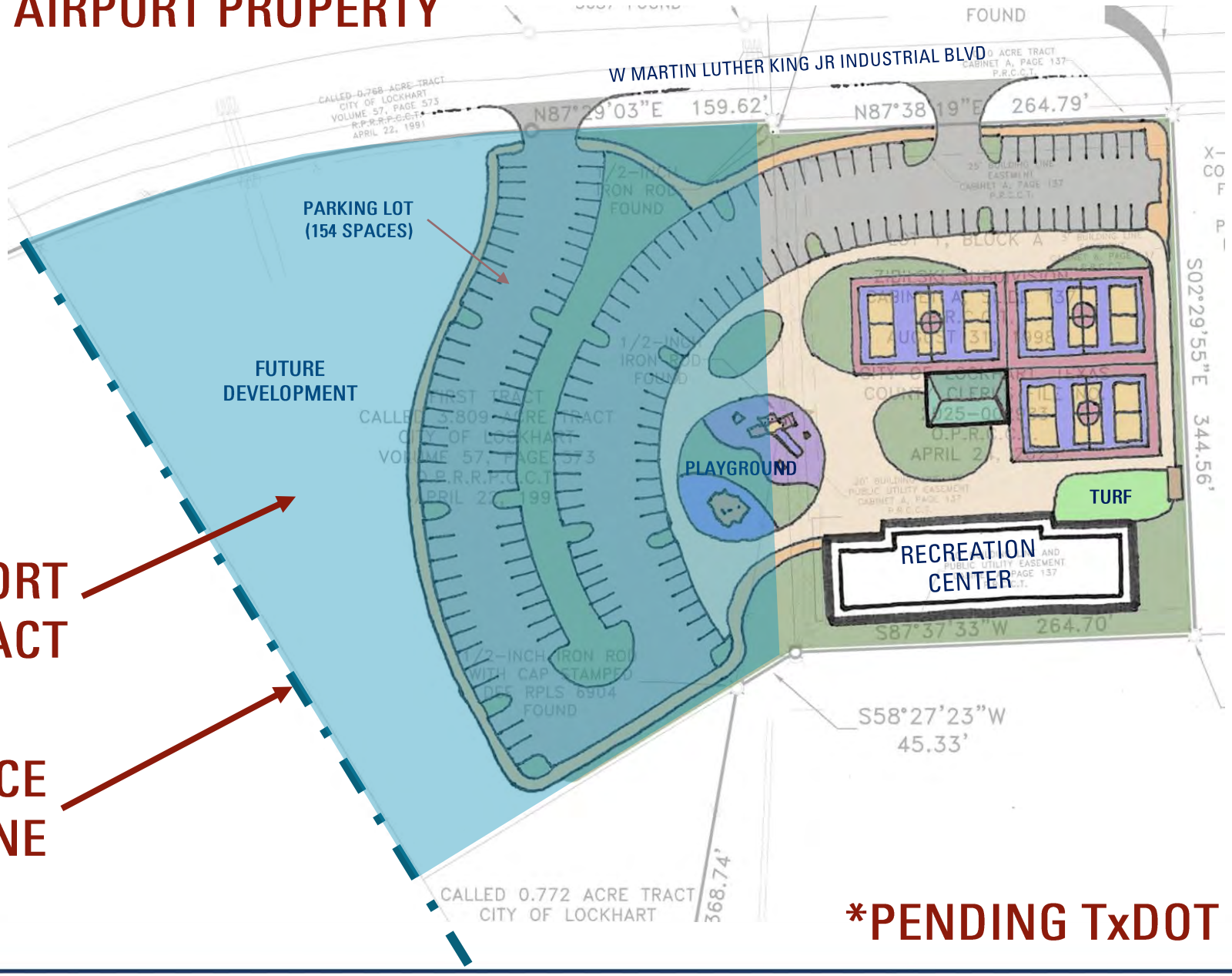
- Provide HALFF with any information, agreements, and/or restrictions that may be in effect on the property and impact the design guidelines or criteria for the project.

- Provide HALFF with access to the site for activities necessary for the performance of the services. HALFF will take precautions to minimize damage due to these activities but have not included in the fee the cost of restoration of any resulting damage.

- The CLIENT shall provide HALFF with a current title commitment and all previous surveys and other related documents in Client's possession.

EXHIBIT B: CONCEPTUAL SITE PLAN

ADJACENT AIRPORT PROPERTY



AIRPORT TRACT

NEW FENCE LINE

*PENDING TxDOT & FAA APPROVAL

THEATER RECREATION CENTER - CONCEPTUAL SITE PLAN

EXHIBIT C: FEE SCHEDULE

EXHIBIT C: PROFESSIONAL SERVICES FEE SUMMARY		
PROJECT TASKS	**LUMP SUM FEE**	**HOURLY FEE**
PHASE 100 PRELIMINARY SERVICES		
101. Due Diligence Data Collection	$ 1,800.00	$ -
102. Conceptual Plan	$ 7,100.00	$ -
Preliminary Services Subtotal	**$ 8,900.00**	**$ -**
PHASE 200 CIVIL ENGINEERING		
201. Computed Site Plan	$ 8,800.00	$ -
202. Onsite Civil Engineering Construction Plans	$ 60,000.00	$ -
Civil Engineering Subtotal	**$ 68,800.00**	**$ -**
PHASE 300 SPECIAL CIVIL ENGINEERING		
301. Stormwater Pond Design	$ 9,600.00	$ -
Special Civil Engineering Subtotal	**$ 9,600.00**	**$ -**
PHASE 400 SITE CIVIL PERMITTING		
401. Permits and Applications	$ 3,900.00	$ -
Site Civil Permitting Subtotal	**$ 3,900.00**	**$ -**
PHASE 500 SPECIAL SERVICES		
501. Subconsultant Coordination (Billed Hourly)	$ -	$ 3,600.00
502. Micellaneous Requests, Meetings and Client Coordination	$ 3,600.00	$ -
503. Cost/Quantity Estimating	EXCLUDED	$ -
Special Services Subtotal	**$ 3,600.00**	**$ 3,600.00**
PHASE 600 CONSTRUCTION SERVICES		
501. Construction Administration and Closeout (as requested/hourly)	$ -	$ 18,700.00
502. Unsealed Record Drawings	EXCLUDED	$ -
503. Additional Construction Coordination (as requested/hourly)	$ -	$ 5,000.00
Construction Services Subtotal	**$ -**	**$ 23,700.00**
FEE SUMMARY		
PHASE 100 PRELIMINARY SERVICES	**$ 8,900.00**	**$ -**
PHASE 200 CIVIL ENGINEERING	**$ 68,800.00**	**$ -**
PHASE 300 SPECIAL CIVIL ENGINEERING	**$ 9,600.00**	**$ -**
PHASE 400 SITE CIVIL PERMITTING	**$ 3,900.00**	**$ -**
PHASE 500 SPECIAL SERVICES	**$ 3,600.00**	**$ 3,600.00**
PHASE 600 CONSTRUCTION SERVICES	**$ -**	**$ 23,700.00**
TOTAL FEE	**$ 94,800.00**	**$ 27,300.00**
ESTIMATE OF REIMBURSABLE EXPENSES		
Site Development Plan Fees	**EXCLUDED**	
Travel	**$ 1,100.00**	
Inspection Fee	**$ 800.00**	
TOTAL ESTIMATE OF REIMBURSABLES	**$ 1,900.00**	
TOTAL ANTICIPATED BUDGET	**$ 124,000.00**	

NOTES ON FEE SCHEDULE

- Fees depicted as “Hourly” or “Hourly Estimated” with a listed value indicate tasks with undeterminable scopes. The values indicated are budgetary estimates only and are subject to change. These tasks will be billed on a time and materials basis.
- Items indicated as “If Necessary” or “If Requested” are phases that are omitted from the project total, however the value provided will apply based upon the CLIENT and/or agency requirements.
- “Phases” above represent line items that will be provided on the invoice. “Tasks” are provided for explanation purposes only. Billing by Task will be provided at our discretion, unless specifically requested by the CLIENT prior to the first invoice.
- Lump Sum fees will be invoiced monthly based on the status of each task (percent complete).
- Hourly Services will also be invoiced monthly based on the individual salary costs times 2.3 to cover overhead and profit (salary costs include the individual’s raw labor cost and fringe benefit costs).

EXHIBIT D: STANDARD FORM OF AGREEMENT FOR PROFESSIONAL SERVICES

EXHIBIT D

STANDARD FORM OF AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
***BARKER RINKER SEACAT ARCHITECTURE* AND HALFF ASSOCIATES, INC.**

I. ENGAGEMENT. Halff Associates, Inc. ("Halff") agrees to perform the professional services (the "Services") described in the attached proposal/scope of services (the "Scope of Services") in connection with the project known as **Lockhart/Recreation Center Feasibility Study** (the "Project"). Unless modified in writing signed by both Halff and Client (each a "Party" and, collectively, the "Parties"), the duties of Halff shall not be construed to exceed those services specifically set forth in the Scope of Services. The Scope of Services and this Standard Form of Agreement (collectively the "Agreement"), when executed by **Barker Rinker Seacat Architecture** a **Limited Liability Company (LLC)** ("Client"), shall constitute a binding agreement on both Parties. Halff shall perform its obligations under this Agreement as an independent contractor and not as an agent or fiduciary of Client or any other party.

II. COMPENSATION AND PAYMENT TERMS.

a. **Payment Terms**. Client agrees to pay monthly invoices or their undisputed portions within thirty (30) calendar days of receipt. Payment later than thirty (30) calendar days shall include interest at one percent (1%) per month or lesser maximum enforceable interest rate, from the date of the invoice until the date Halff receives payment. Interest is due and payable when the overdue payment is made. Any delay in an undisputed payment constitutes a material breach of this Agreement. Notwithstanding anything to the contrary contained herein, Client shall pay all costs of collection, including reasonable attorneys' fees and court costs incurred by Halff if legal action is instituted against Client related to client's payment responsibilities hereunder (a "Payment Recovery Action").

b. **Retainer**. In addition to the payment terms set forth above, Client shall make an initial payment of **N/A** (the "Retainer") promptly upon execution of this Agreement. The Retainer shall be held by Halff and applied against the final invoice. **_____Client Initials**

c. **Suspension of Services due to Nonpayment**. Client agrees that Halff's receipt of payment(s) from Client is not contingent upon Client's receipt of payment, funding, reimbursement, or any other remuneration from any third-party. Client agrees that performance of the Services under this Agreement is contingent upon Client's timely payment of invoices. In the event Client is delinquent on its payment of invoices, after receiving a notification from Halff of nonpayment, Halff shall have the right to stop providing the Services and to terminate this Agreement effective immediately.

d. **Fee and Cost Calculations**. Lump sum and time-related charges will be billed as specified in the Scope of Services. Unless stated otherwise in the Scope of Services, direct expenses, subcontracted services, and direct costs will be billed at actual cost plus a service charge of ten percent (10%). Mileage will be billed at current IRS rates. Rates used in the lump sum calculation(s), if applicable, are estimates and are not reflective of actual billing rates posted on invoices.

e. **Disputed Invoices.** If Client reasonably disagrees with any portion of an invoice, Client shall notify Halff in writing setting forth in reasonable detail the nature of the disagreement, including the invoice date, invoice number and the disputed amount. Claims for disputed amounts must be made within thirty (30) days of the date of the relevant invoice. Client waives the right to dispute an invoice or any portion thereof not disputed within said thirty (30) day period.

f. **Taxes**. The fees and costs stated in this Agreement exclude all sales, consumer, use and other taxes. Client agrees to fully reimburse Halff and its subcontractors for taxes paid or assessed in association with the services provided hereunder, whether those taxes were in effect as of the date of this Agreement or were promulgated after the date of this Agreement. This clause shall not apply to taxes associated with reimbursable or other Project related expenses, which shall be identified in the applicable invoice for reimbursement by Client.

III. STANDARD OF CARE AND RESPONSIBILITY.

a. **Standard of Care**. Halff shall perform its services consistent with the professional skill and care ordinarily provided by members of the profession practicing in the same or similar locality under the same or similar circumstances (the "Standard of Care"). Nothing contained herein shall be construed to create any warranty or certification of any kind, and Halff shall not be required to provide any certification, assignment, or warranty. Upon written request and for a separate mutually agreed fee and fully executed contract amendment and at Halff's sole discretion, Halff may agree to provide certain specific written statements regarding its services. Such

statements shall be in a form prepared by and acceptable to Halff and shall be requested with sufficient advance notice to allow Halff to review the documents and prepare a suitable statement.

b. **Timeliness of Performance.** Halff shall perform its Services as expeditiously as is consistent with the Standard of Care and the orderly progress of the Project.

c. **Halff's Review of Client or Third-Party Work.** Halff's review or supervision of work prepared or performed by Client, Client's employees or by other individuals or legal entities (including such legal entity's employees, agents, consultants, officers and directors) employed by Client (collectively "Third-Party(ies)") shall not relieve Client or any Third-Party of complete responsibility for the adequacy of their work. It is understood that any Project site visits, resident engineering or, if specifically required in the Scope of Services, inspection or observation services provided or performed by Halff shall be for the sole and exclusive purpose of observing the progress and quality of work completed and reviewing the general compliance of such activities with respect to the technical provisions of the Project specifications. Such Project site visits and observation services by Halff are not intended to be an exhaustive check or detailed inspection of any Third-Party's work, and shall not constitute any form of guarantee with respect to the performance of any Third-Party. Halff shall not supervise, direct or have control over any Third-Party. Halff does not assume responsibility for means, methods, techniques, sequences, procedures, or appliances used by any Third-Party, for safety precautions, programs or conditions, or for compliance by any Third-Party with applicable laws, rules, and regulations. Halff shall not be responsible for any acts or omissions of any Third-Party or any employee or agent of such Third-Party.

d. **Client and Third-Party Responsibilities**. Neither the professional services of Halff, nor the presence of Halff or its subcontractors at the Project site, shall impose any duty on Halff, or relieve any Third-Party of its obligations, duties, and responsibilities including, without limitation, for the means, methods, sequence, techniques or procedures necessary for performing, superintending, and coordinating the work in accordance with the contract documents and any applicable health or safety precautions required by any applicable regulatory agencies. Halff has no authority to exercise any control over any Third-Party, including, without limitation, the Contractor or its employees in connection with their work or any health or safety programs or procedures. Client agrees that each Third-Party shall be solely responsible for jobsite and worker safety and warrants that this intent shall be carried out in Client's contract(s) with each Third-Party. Client also agrees that Client, Halff, and Halff's subcontractors shall be made additional insureds under the Contractor's and other Third-Party policies of general liability insurance. As used herein, "Contractor" means the person or legal entity that has entered into a contractual agreement with Client or others to construct, rehabilitate, alter and/or repair all or part of the Project.

e. **Construction Estimates**. Client acknowledges and agrees that Halff's preparation of any estimate of probable construction costs, preliminary or otherwise, and any updated estimates of probable construction costs prepared by Halff, represent Halff's judgment as a design professional. Client further acknowledges and agrees that Halff has no control over the cost of labor, materials, or equipment; the Contractor's methods of calculating and estimating bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, Halff cannot and does not warrant or represent that bids or negotiated prices will not vary from Halff's estimate of probable construction costs (including any updates thereto) or from Client's budget or from any other estimate or evaluation, prepared or agreed to by Halff.

f. **Construction Observation**. Unless construction observation is specifically included in the Scope of Services, Client acknowledges and agrees that Halff's services do **not** include construction observation or review of any Third-Party performance or other construction phase services. Client therefore assumes sole and complete responsibility for interpretation of all construction documents and construction activities and hereby waives any and all claims against Halff related to or resulting from the interpretation of construction documents, unauthorized modifications and construction errors and omissions.

g. **Client Indemnification of Third-Party Acts and Omissions.** Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Halff, its officers, directors, employees, and subcontractors against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of services by Client and any Third-Party and from any and all claims arising from modifications, clarifications, interpretations, adjustments, or other modifications made to the Deliverables without Halff's express, written consent.

h. **Additional Services and Change Orders**. Any service(s) not listed in Halff's Scope of Services will be considered "Additional Services" and shall be billed on an hourly basis pursuant to the current hourly rates of

the personnel performing such Additional Services or if the parties agree upon an additional lump sum payment for the Additional Services such lump sum shall be set forth in a writing signed by Client and Halff. All Additional Services, when requested, shall be authorized in writing by Client prior to Halff proceeding with any such Additional Services. In the event Client requests to modify the Scope of Services (a "Change Order"), such Change Order shall be mutually agreed upon in writing by Client and Halff prior to Halff proceeding with any such changes. Change Orders shall be billed on an hourly basis pursuant to the current hourly rates of the personnel performing such Services or if the parties agree upon an additional lump sum payment for the Change Order such lump sum shall be set forth in a writing signed by Client and Halff. Notwithstanding the foregoing, if circumstances or conditions that were not originally contemplated or known to Halff become known that affect the Scope of Services (including, without limitation, schedule, compensation, allocation of risks), Halff will inform Client and Client agrees to engage in good faith renegotiation of the Scope of Services. If a revised Scope of Services cannot be mutually agreed upon, either Party shall have the right to terminate this Agreement in accordance with Section VIII below.

i. **Subcontractors**. Halff shall be entitled to subcontract any portion of the Services described in the Scope of Services.

IV. CLIENT OBLIGATIONS.

a. Client shall furnish, at Client's expense, all required or necessary information, requirements, reports, data, access, surveys, and instructions necessary for Halff to perform the services. Halff may use such information, requirements, reports, data, surveys, and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. Halff shall not be held responsible for any errors or omissions that arise as a result of erroneous or incomplete information provided by Client and/or Client's Third Parties.

b. Client shall secure safe access to and make all provisions for Halff to enter upon public and private property as required to perform the Scope of Services.

V. OWNERSHIP OF DOCUMENTS.

a. **License to Client.** Upon completion of Halff's services and receipt of payment in full, Halff grants to Client a non-exclusive license to possess and use the final drawings and instruments produced by Halff in connection with Halff's performance of the Services (collectively the "Deliverables"). The Deliverables may be copied, duplicated, reproduced, and used by Client for the sole purpose of constructing, operating and maintaining the Project for which the Deliverables were created. Notwithstanding the foregoing, Client understands and agrees that the Deliverables and any and all computer programs, GIS applications, proprietary data or processes, and certain other items related to the services performed hereunder are and shall remain the sole and exclusive property of Halff.

b. **Prohibition Against the Reuse of Deliverables**. Client agrees that the Deliverables are not intended or represented to be suitable for reuse by Client or any third-party for any purpose other than as set forth herein. Client agrees that Client may not use or reuse the Deliverables on any other project without the express written authorization of Halff and any reuse by Client, or by those who obtain said information from or through Client, without Halff's written consent, will be at Client's sole risk and without liability or legal exposure to Halff or to Halff's employees, agents, representatives, officers, directors, affiliates, shareholders, owners, members, managers, attorneys, subsidiary entities, advisors, subcontractors or independent contractors or associates (collectively "Halff's Affiliates").

c. **Indemnification for Reuse of Deliverables.** Client agrees to defend, indemnify and hold Halff and Halff's Affiliates harmless from and against any and all damages, liability and costs arising from the reuse of the Deliverables in violation of Section V.b. above. Under no circumstances shall delivery of the Deliverables by Halff to Client be deemed a sale by Halff, and Halff makes no warranties, either express or implied, of merchantability or fitness for any particular purpose. In no event shall Halff be liable for any damages, including but not limited to indirect or consequential damages, as a result of Client's unauthorized use or reuse of the Deliverables.

d. **Electronic Files.** Client agrees that differences may exist between the electronic files and the printed hard-copy original documents provided by Halff. In the event of a conflict between the signed original documents prepared by Halff and any electronic or other files or data provided, it is understood and agreed that the original signed or sealed hard-copy documents shall govern.

VI. INSURANCE. Halff agrees to maintain during the life of this Agreement the following minimum insurance:

a. Commercial general liability insurance, including personal injury liability, blanket contractual liability, and broad form property damage liability in an amount of not less than $2,000,000 per occurrence/aggregate.

b. Automobile bodily injury and property damage liability insurance with a limit of not less than $1,000,000.

c. Workers' Compensation and Employer's Liability: Insurance as required by applicable state and/or federal law (including Longshoremen's and Harbor Workers' Act and the Jones Act). The employer's liability policy limit shall not be less than $1,000,000.

d. Professional liability insurance (Errors and Omissions) with a limit of $2,000,000 per claim/annual aggregate.

e. Excess or Umbrella insurance with a limit not less than $5,000,000 per occurrence/general aggregate.

VII. SUSPENSION OF SERVICES. If services performed under this Agreement are suspended for more than thirty (30) calendar days in the aggregate, Halff shall be compensated for services performed and charges incurred prior to receipt of a written notice to suspend, including an equitable adjustment in fees resulting from the demobilization and, as appropriate, remobilization. Additionally, Client agrees to equitably adjust the Project schedule based on the delay caused by the suspension. If services under this Agreement are suspended for more than ninety (90) calendar days in the aggregate, Halff may, at its option, terminate this Agreement upon giving notice in writing to Client. Further, Halff may request suspension of the services by notifying Client, in writing, of circumstances or conditions interfering with normal progress of the services. If Client fails to make timely payments to Halff or is otherwise in breach of this Agreement, Halff may suspend performance of services upon five (5) calendar days' notice to Client. Halff shall have no liability to Client for any costs or damages resulting from a suspension occasioned by any breach or perceived breach of this Agreement by Client.

VIII. TERMINATION. Either Client or Halff may terminate this Agreement at any time with or without cause upon giving the other Party ten (10) calendar days' prior written notice. Client agrees that termination of Halff for Client's convenience shall only be utilized in good faith and shall not be utilized if either the purpose or the result of such termination is the performance of all or part of the Services being performed by a third-party. Following Halff's receipt of such termination notice Client shall, within ten (10) calendar days of Client's receipt of Halff's final invoice, pay Halff for all services rendered and all costs incurred up to the date of Halff's receipt of such notice of termination.

IX. DISPUTE RESOLUTION.

a. "Dispute" means any controversy, claim (whether for damages, costs, expenses or other losses) or disagreement of any kind by and between the Parties, whether in contract, tort, statutory or common law, legal or equitable, now existing or hereafter arising under or in connection with this Agreement including, without limitation, the interpretation, performance or non-performance, or the exercise of rights under any provision of this Agreement.

b. **Negotiation.** In the event of a Dispute, the Parties agree that they shall first attempt to informally negotiate in good faith to resolve the Dispute through one or more meetings to be held between authorized representatives with decision-making authority from each Party for a period of not less than twenty-one (21) days. These informal negotiations are a condition precedent to both mediation and the institution of any legal or equitable proceedings, unless such meetings will infringe upon schedules defined by applicable statutes of limitation or repose in which case such meetings shall still be required, but the institution of said proceedings shall not be precluded for failure to meet this specific requirement. Reasonable requests for information made by one Party to the other shall be honored. All negotiations and information exchanged between the Parties pursuant to this Section IX.b. shall be confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

c. **Mediation.** Excluding a Payment Recovery Action which shall not be mediated, if the Dispute cannot be resolved by negotiations pursuant to Section IX.b. above, the Parties shall endeavor to settle the Dispute by mediation under the then current construction industry mediation rules and procedures published by the American Arbitration Association ("AAA"). The Parties shall mutually agree on the mediator. If the Parties are unable to do so, or the agreed upon mediator is unwilling or unable to serve, AAA shall appoint a mediator. Costs associated with mediation shall be shared equally by Client and Halff. All reasonable requests for information made by one Party to the other shall be honored. The mediation and information exchanged between the Parties pursuant to this Section IX.c. shall be confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

d. **Litigation**. If a Dispute cannot be resolved by negotiation pursuant to Section IX.b. or mediation pursuant to Section IX.c., the Parties agree to submit to the exclusive venue and jurisdiction set forth in Section IX.e. below. The prevailing Party shall be entitled to recover from the other Party all fees, costs, and expenses related to such litigation, including, without limitation, reasonable attorneys' and expert witness' fees and all fees, costs and expenses of any appeals.

e. **Governing Law and Jurisdiction**. This Agreement shall be administered under the substantive laws of the State of **Texas** (and not its conflicts of law principles) which shall be used to govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation, its validity, interpretation, construction, performance, and enforcement. Exclusive jurisdiction and venue shall lie in any court of competent jurisdiction in **Dallas County, Texas.**

X. PROJECT ENHANCEMENTS/BETTERMENTS.

a. **Betterments.** If a component of the Project is omitted from Halff's Deliverables due to the breach of this Agreement or negligence of Halff, Halff will not be liable to Client to the extent such omission relates to any betterment, improvement or added value component (collectively a "Betterment") added to the Project. Client will be responsible for the amount it would have paid for such Betterment as if such Betterment had been included in Halff's Deliverables. Notwithstanding the foregoing, Halff will be responsible only to the extent necessary to place Client in the same position it would have been but for Halff's breach or negligence, for the reasonable (i) retrofit expense, (ii) waste, or (iii) intervening increase in the cost of the Betterment furnished through a change order from Client. To the extent that unit pricing increases due to the addition of the Betterment, Client agrees that such cost increases would only be applicable to newly identified Betterments, not increases in quantity of existing items.

b. **Component Enhancements.** If it is necessary to replace a component of the Project due to the breach of this Agreement or negligence of Halff, Halff will not be liable to Client for any enhancement or upgrade of such component beyond that originally included in the Deliverables. If the component has an identifiable useful life that is less than the Project itself, the damages of Client shall be reduced to the extent that the useful life of the original component will be extended by the replacement thereof.

c. **Betterment/Component Enhancement Exclusion.** IN THE EVENT OF A DISPUTE, THE PARTIES AGREE THAT HALFF'S LIABILITY, IF ANY, SHALL EXCLUDE ANY AND ALL DAMAGES, COSTS, AND EXPENSES THAT CREATE OR RESULT IN A BETTERMENT, COMPONENT ENHANCEMENT OR OTHER ADDED VALUE OR UPGRADE/ENHANCEMENT OF THE PROJECT RECEIVED BY CLIENT DUE TO HALFF'S BREACH OR NEGLIGENCE.

XI. EXCLUSIVITY OF REMEDIES. The Parties acknowledge and agree that the remedies set forth in Section XII are and shall remain the Parties' sole and exclusive remedies with respect to any Dispute. The Parties agree that Halff is to have no liability or responsibility whatsoever to Client for any Dispute, except as set forth in this Agreement. No Party shall be able to avoid the limitations expressly set forth in this Agreement by electing to pursue some other remedy or Dispute resolution method.

XII. AGREED REMEDIES.

a. **No Individual Liability**. In no event shall Halff's individual employees, consultants, agents, officers or directors be subject to any personal legal exposure or liability for Disputes arising out of or in connection with this Agreement.

b. **LIMITATION OF LIABILITY.** IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH CLIENT AND HALFF, AND ACKNOWLEDGING THAT THE ALLOCATION OF RISKS AND LIMITATIONS OF REMEDIES ARE BUSINESS UNDERSTANDINGS BETWEEN THE PARTIES AND THESE RISKS AND REMEDIES SHALL APPLY TO ALL POSSIBLE LEGAL THEORIES OF RECOVERY, CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR ANY REFERENCE TO INSURANCE OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF HALFF AND HALFF'S AFFILIATES TO CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL DISPUTES, SHALL NOT EXCEED HALFF'S FEE RECEIVED HEREUNDER FOR THE SERVICES PERFORMED, ADJUSTED DOWNWARD TO ACCOUNT FOR SUBCONTRACTOR FEES INCURRED AND REIMBURSABLE EXPENSES, UNDER THIS AGREEMENT OR $50,000, WHICHEVER IS

LOWER. INCREASED LIMITS MAY BE NEGOTIATED FOR AN ADDITIONAL FEE.

c. **Waiver of Consequential Damages.** Notwithstanding any other provision of this Agreement, neither Party shall be liable to the other Party for contingent, consequential or other indirect damages including, without limitation, damages for loss of use, revenue or profit; operating costs and facility downtime; or other similar business interruption losses, however, the same may be caused.

d. **Time Limit To Make A Claim.** Client may not assert any claim against Halff after the shorter of (1) three (3) years from substantial completion of the services giving rise to the claim, or (2) the statute of limitation provided by law, or (3) the statute of repose provided by law.

XIII. ASSIGNMENT. This Agreement is binding on the heirs, successors, and assigns of the Parties hereto. Neither this Agreement, nor any claims, rights, obligations, suits, or duties associated hereto, shall be assigned or assignable by either Client or Halff without the prior written consent of the other Party.

XIV. NO THIRD-PARTY BENEFICIARIES. This Agreement is being entered into for the sole benefit of the Parties hereto, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever.

XV. WAIVER. Any failure by Halff to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Halff may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

XVI. SEVERABILITY. Should any one or more of the provisions contained in this Agreement be determined by a court of competent jurisdiction or by legislative pronouncement to be void, invalid, illegal, or unenforceable in any respect, such voiding, invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be considered as if the entirety of such void, invalid, illegal, or unenforceable provision had never been contained in this Agreement.

XVI. INTEGRATION. This Standard Form of Agreement, including the Scope of Services, fee, and schedule, constitutes the entire agreement between the Client and the Halff. It supersedes and replaces all prior, contemporaneous, and subsequent agreements, negotiations, representations, warranties, understandings, statements, promises, or inducements, whether oral or written, regarding the matters contained herein. No prior, contemporaneous, or subsequent communications, whether written, oral, electronic, or in any other form, shall be of any force or effect with respect to the matters covered herein. Any amendments or modifications to this Agreement shall only be effective if made in writing and signed by both Parties.

Representation on Authority of Parties/Signatories. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized, and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

ACCEPTED AND AGREED:

Halff: **HALFF ASSOCIATES, INC.**	Client: **BARKER RINKER SEACAT ARCHITECTURE**
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT A
June 11, 2026
AVO P62511.002

Attn: Jason Ringdahl
Senior Principal
BARKER RINKER SEACAT ARCHITECTURE
990 South Broadway, Suite 222
Denver, CO 80209

Re: Landscape Architecture Services
Lockhart Recreation Center Conversion

Dear Mr. Ringdahl:

HALFF Associates, Inc. is pleased to present our revised proposal for professional services for the above referenced project. We have developed a scope of work, fee schedule and terms of agreement for the proposed project, shown in the attached Exhibits as follows:

- **Exhibit B Landscape Architecture Scope of Services**
- **Exhibit C Assumptions and Exclusions**
- **Exhibit D Fee Schedule – Landscape Architecture Services**
- **Exhibit E Approved Concept Plan**
- **Exhibit F Terms and Conditions**

The fees identified shall be considered lump sum fees for all tasks except for Construction Administration and Direct Costs, which will be hourly not-to-exceed and cost plus, respectively. The fees for the project will not be exceeded without your prior approval. Costs incurred will be carefully monitored during the progress of this project. Our services will be invoiced monthly based on a percent of completion of the total of lump sum fees. Additional services, if authorized, will be invoiced at an agreed upon lump sum or on an hourly basis at the standard billing rates in effect at the time of service. Direct costs including printing and reproduction for in-house review and submittal to the City and Owner, postage, messenger service, long distance telephone calls and travel to the job site are invoiced separately at cost times a 1.1 multiplier. Unless otherwise stated, fees quoted in this proposal exclude state and federal sales taxes on professional services. Current Texas law requires assessment of sales tax on certain kinds of surveying services, but does not require sales taxes on other professional services. In the event that new or additional state or federal taxes are imposed on the professional services provided under this contract during the term of the work, such taxes will be added to the applicable billings and will be in addition to the quoted fees.

We trust this proposal meets your requirements for this project. We appreciate the opportunity to be of service and trust that our association on this project will be mutually beneficial. Please feel free to contact us if you have any questions or comments concerning this matter.

Sincerely,
HALFF

M. James Hemenes, PLA, ASLA, CPRE
Vice President – Director of Landscape Architecture

EXHIBIT B
SCOPE OF SERVICE – SITE DEVELOPMENT

PROJECT UNDERSTANDING

The project site is part of an approximately 5.9AC tract that currently has an existing 11,800SF movie theater along with associated parking and drives, and detention pond. The overall tract is divided into 2 lots. One lot is approximately 2.1AC and the other is 3.8AC. BRS Architecture is proposing a conversion of the existing movie theater into an approximately 13,800SF recreation center for the City of Lockhart. Halff will be responsible for landscape items identified in Exhibit E.

I. LANDSCAPE ARCHITECTURE SCOPE OF SERVICES

a. Schematic Design 100%

- This phase includes the preparation of schematic design drawings for improvements. The schematic design plans will further define the character and essentials of the project concept, including description of materials.
- This phase will include the following:
    - **Kick-off / Assessment Meeting:** Participate in a virtual kick-off meeting with the design team and the CITY to evaluate the final conceptual master plan and identify project goals, site opportunities and constraints, schedules and projected milestones. This meeting is intended to include the project team, identify additional stakeholders, participants, and CITY staff that should attend the pre-development meeting, and identify questions and concerns that should be addressed during the pre-development meeting.
        - One, 2-hour, virtual meeting.
    - **Pre-development meeting:** Coordinate and attend a pre-development meeting with CITY staff members dedicated to this project to confirm submittal/application requirements and expectations for review.
        - One, 2-hour, virtual meeting.
    - **Drawing development:** Prepare schematic design drawings identifying opportunities and constraints resulting from kick-off/assessment and pre-development meetings. Conduct internal QA/QC and revise plans per comments.
    - **Submit to the CITY:** Submit to the CITY for review and comment. Upon receipt of comments, HALFF will review comments and coordinate meeting with the CITY to discuss comments and determine direction to be taken on further development of construction drawings.
        - One, 2-hour, virtual meeting.

Note: Deliverables to be submitted to the CITY in digital PDF format throughout this phase to expedite the design/decision making process. Hard copies are available by request and will be billed as reimbursable expenses.

b. Design Development 50%

- Upon acceptance of the Schematic Design 100% plans and the CITY direction, HALFF will develop Design Development 50% drawings and technical specifications necessary to construct the PROJECT. Construction drawings include general construction and project specific notes, grading, drainage, dimension control/layout, landscape plans/details, and irrigation exhibit/details.
- This phase will include the following:
    - **Design Development 50% Drawings:** Coordinate with project team and prepare DD 50% drawings. Conduct internal QA/QC on drawings and revise per comments.

c. Design Development 100%

- Upon acceptance of the Design Development 50% plans and the CITY direction, HALFF will develop Design Development 100% drawings and technical specifications necessary to construct the PROJECT. Construction drawings include general construction and project specific notes, grading, drainage, dimension control/layout, landscape plans/details, and irrigation exhibit/details.
- This phase will include the following:
    - **Design Development 100% Drawings:** Coordinate with project team and prepare DD 100% drawings. Conduct internal QA/QC on drawings and revise per comments.

d. Construction Documents 50%

- Upon acceptance of the Design Development 100% plans and the CITY direction, HALFF will develop 50% working/construction drawings and technical specifications necessary to construct the PROJECT. HALFF shall complement drawings with Contract Documents and Technical Specifications including quantity take-offs, which describe materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the work. Plans and specifications will be used for approval and permitting with regulatory entities, bidding, and implementation of the PROJECT.
- This phase will include the following:
    - **Construction Documents 50%:** Coordinate with project team and prepare 50% construction drawings, and specifications/project manual. Conduct internal QA/QC on drawings, specifications/project manual, and revise per comments.

e. Construction Documents 90%

- Upon acceptance of the Construction Documents 50% plans and the CITY direction, HALFF will develop 90% working/construction drawings and technical specifications necessary to construct the PROJECT. HALFF shall complement drawings with Contract Documents and Technical Specifications including quantity take-offs, which describe materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the work.
- This phase will include the following:

- **Construction Documents 90%:** Coordinate with project team and prepare 90% construction drawings, and specifications/project manual. Conduct internal QA/QC on drawings, specifications/project manual, and revise per comments.

f. Issue For Construction (IFC) 100%

- Upon acceptance of the Construction Documents 90% plans and the CITY direction, HALFF will develop 100% working/construction drawings and technical specifications necessary to construct the PROJECT. HALFF shall complement drawings with Contract Documents and Technical Specifications including quantity take-offs, which describe materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the work. Plans and specifications will be used for approval and permitting with regulatory entities, bidding, and implementation of the PROJECT.
- This phase will include the following:
  - **IFC 100%:** Prepare final sealed/signed/dated construction drawings, specifications/project manual, permit applications, and other documents required for regulatory permitting. Conduct internal QA/QC on drawings, specifications/project manual, applications, other documents required for permitting and revise per comments prior to issuing for regulatory permitting.

Note: Deliverables to be submitted to the CITY in digital PDF format throughout this phase to expedite the design/decision making process. Hard copies are available by request and will be billed as reimbursable expenses.

g. Regulatory Permitting

- Upon the CITY's approval of construction drawings, HALFF will assist the CITY with regulatory submittals and permitting.
- This phase includes the following:
  - **City of Lockhart: Site Development Permit:** HALFF will follow Site Development Permit requirements and provide all documents necessary to secure approvals and permitting, including the following services:
    - Prepare necessary plans, documents and application(s) for proposed park improvements.
    - Review and address any comments required for approval and permitting.

Note: All filing, permit review, processing, application and inspection fees to be paid by the CITY or waived by the CITY. Deliverables to be determined by the CITY and/or regulatory entities; plans, specifications, reports, etc. to be billed as reimbursable expenses.

II. CONSTRUCTION PHASE SERVICES

HALFF will provide the following construction administration tasks on an hourly basis as required by the CLIENT. A proposed budget amount for these tasks has been included in the fee schedule below and will not be exceeded without prior approval by the CLIENT.

a. Limited Bid Assistance

- Answer limited contractor questions during the bid phase, as directed by the CLIENT:

- This phase includes the following:
  - **Construction Administration:** HALFF will provide the following during construction:
    - Attend the Pre-Construction meeting with the City of Lockhart.
    - Provide review of contractor submittals for landscape items.
    - Respond to Contractor's Requests for Information (RFI's) for landscape items.
    - Provide periodic site observation and attend meetings, at the request of the owner, as necessary during construction of the project. Onsite meetings shall be scheduled and coordinated by others. Site meeting minutes shall be prepared by others.
  - **Project Closeout:** HALFF will follow Site Development Permit requirements and provide all documents necessary to secure approvals and permitting, including the following services:
    - Conduct a final completion walk and issue a Landscape Architect's Concurrence Letter upon satisfactory completion of the improvements within our scope of work.

III. DIRECT COSTS

This task will include reimbursable expenses for direct costs such as printing, plotting, and reproduction, postage messenger services, specialized equipment, and vehicle mileage.

EXHIBIT C
ASSUMPTIONS AND EXCLUSIONS

LANDSCAPE ARCHITECTURE SERVICES EXCLUSIONS

1. Any requested services not specifically covered by the “Scope of Work” will be invoiced separately as an additional service.
2. All application and processing fees are the responsibility of the CLIENT.
3. Geotechnical Engineering Report to be provided by the CLIENT and shall be in conformance with City Standards.
4. TCEQ or County permitting is excluded.
5. Site Lighting/Photometric Design is excluded.
6. Geotechnical consulting is excluded.
7. Quality control and material testing services during construction are excluded.
8. Filing fees, permit fees and sales tax are excluded.
9. Environmental impact statements and assessments are excluded
10. Traffic impact analysis, traffic engineering reports or studies are excluded.
11. Additional punch lists and final walks for any phased approach to building and site temporary or permanent certificates of occupancy are excluded.
12. Record Drawings are excluded.
13. As-Built Drawings are excluded.
14. Client generated changes to the design once Construction Document Preparation has reached the Construction Document 50% level of completion. Time will be invoiced at an hourly rate, per a proposal approved by the CLIENT, until the work is at the same level of completion as it was prior to the change.
15. The development of amenities in addition to the proposed Scope of Work is excluded.
16. Revisions to the plans requested by the CLIENT after the plans are approved, unless necessitated by negligent errors on the plans.
17. Design of areas outside the limits of the defined project site.
18. Design and coordination of existing utility relocations and modifications, including gas, telephone, or other franchise utility improvements.
19. Additional graphic products. Additional meetings not identified in the project scope of services.
20. Printing of additional drawings, specifications and contract documents not identified in the project deliverables.
21. The development design alternatives, or preparation of a feasibility studies are excluded.
22. Negotiations with adjacent property owners.
23. Separation of project documents into multiple submittals or tasks.
24. Market analysis or benchmarking
25. Proforma and Operational Plan

EXHIBIT D
FEE SCHEDULE

Task Item	Description	Fee
I.	Landscape Architecture Services	$ 98,584.00 (LS)
II.	Construction Phase Services	$ 11,727.00 (HRLY NTE)
III.	Direct Costs (Estimated)	$ 1,500.00 (COST PLUS)
	TOTAL FEE	$ 111,811.00

The fee for Item I established above shall be considered a **lump sum** fee unless otherwise noted. The fee for Item II shall be billed **hourly** with the not-to-exceed estimate provided. Task III – Direct Costs will be billed at a rate of 1.1 times the actual cost incurred. The budget for Time and Materials tasks (II & III) are estimated amounts and should not be regarded as limits. Our services will be invoiced monthly based on percentage of work completed. The fees established above do not include revisions to the scope once the design services are underway. If revisions are requested by the CLIENT, a revision to the scope and budget will be required.

Unless otherwise stated, fees quoted in this proposal exclude state and federal sales taxes on professional services. Current Texas law requires assessment of sales tax on certain kinds of surveying services but does not require sales taxes on other professional services. In the event that new or additional state or federal taxes are imposed on the professional services provided under this contract during the term of the work, such taxes will be added to the applicable billings and will be in addition to the quoted fees.

We appreciate the opportunity to be considered for this project and look forward to the possibility of working with your firm.

Please indicate your acceptance of this proposal by signing in the space provided and returning one signed copy.

Respectfully,

James Hemenes
Vice President – Dir of Landscape Arch
HALFF Associates, Inc.

Accepted by:

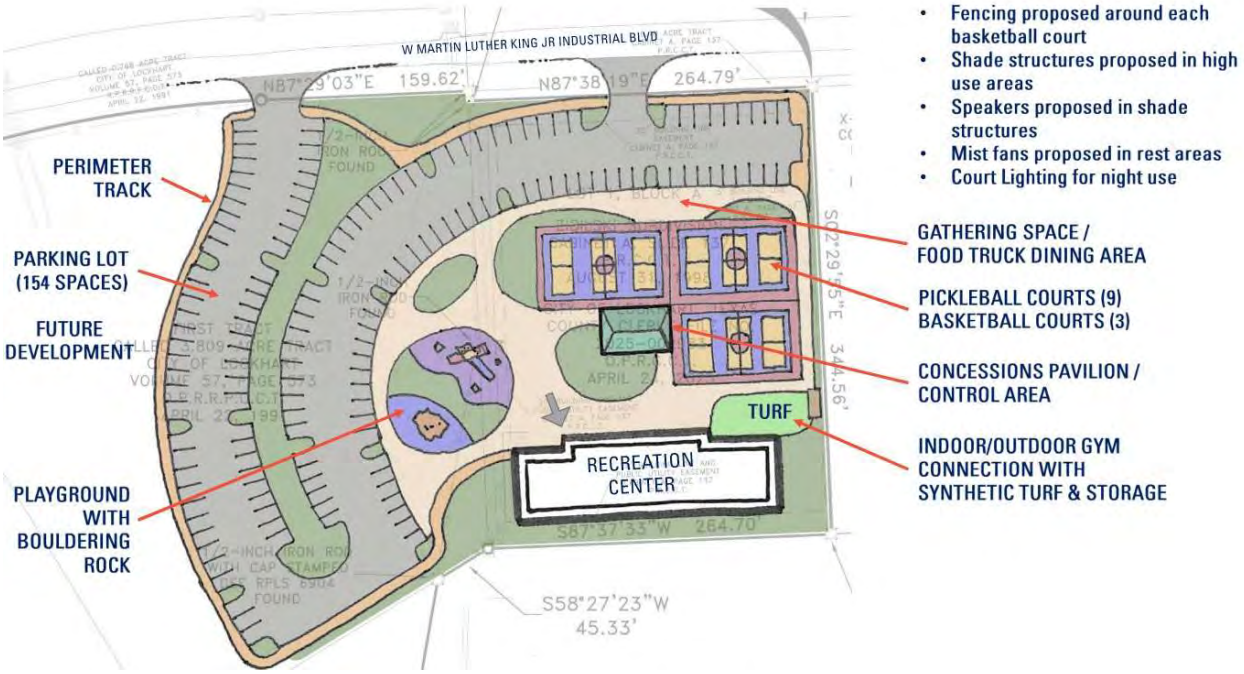
Jason Ringdahl, AIA,
Senior Principal
BARKER RINKER SEACAT ARCHITECTURE

By: _____

Date: _____

Attachment: Terms and Conditions

EXHIBIT E
APPROVED CONCEPT PLAN



6/4/2026

Mary Schambach
Barker Rinker Seacat Architecture - Denver, CO
Via Email maryschambach@brsarch.com

Re: Proposal for Services
City of Lockhart, Texas
Lockhart Recreation Center
Lockhart, Texas

Dear Mary:

Thank you for the opportunity to submit a Proposal for the services described herein for the proposed renovation and expansion to convert an existing movie theater at 120 W Martin Luther King Jr. Industrial Blvd., Lockhart, Texas into a recreation center. We understand the project to be a 13,800 SF existing PEMB building that will be renovated to contain a basketball court, fitness spaces, and a community room. The exterior spaces will contain outdoor courts and a playground. Construction budget is estimated to be around $3.8M for the building and an additional $5.3M for the site.

We understand the structural scope to include the following:

- Foundation designs for pre-engineered or prefabricated shade structures delegated to the Contractor.
- A 2,000 SF one-story horizontal expansion to the north abutting the existing building. Construction is anticipated to consist of conventional steel framing and a concrete slab-on-grade ground floor with drilled under-reamed (“belled”) pier foundations.
- New trenching for re-routing of plumbing in the existing slab-on-grade to accommodate restrooms and needs for a warming kitchen. Details for removal and infill / replacement will be provided by IMEG.
- New framing and associated details for support of an operable dividing partition in the event space.
- New framing and/or details to strengthen the existing structure for support of hanging basketball goals in the proposed gymnasium space.
- Details and potential sequencing coordination for existing slab steps, drops, or slopes that require leveling for the slab-on-grade.
- Assessment of the existing mezzanines supporting mechanical equipment to accommodate replacement units for the new program. Details for retrofit / strengthening are included.

- Details to accommodate the bracing of existing cladding around new proposed doors and windows along the building exterior. These services are provided as an alternate service below based on the assumption of a maximum width of 10'-0" to be considered for any individual opening and a maximum net opening on any façade elevation not exceeding 15% of current cladded surface area.

Structural Engineering Included Services

1. Review of existing structural as-built construction documents provided to us for our use and reliance (if made available).

2. One (1) site visit to observe the general framing layout and accuracy of existing construction documents where structural framing is not concealed and safely accessible.

3. Participate in the establishment of structural design criteria and determination of the primary structural framing scheme for the addition.

4. Engineering calculations for the design of the primary structural frame. Foundations will be designed and detailed in accordance with the recommendations in a Geotechnical Report prepared specifically for this site.

5. Preparation of construction drawings for the structural portions of the work.

6. Preparation of a BIM model produced to Level of Development 300 per AIA E203 with Autodesk Revit Structure. This model is only for the purposes of A/E coordination, generation of construction documents and clash detection with major structural elements, with the exception that the model may not be suitable for the creation of shop drawings. Items to be included in the structural model include: columns, load-bearing walls, beams, slabs, braces, and foundations. Existing construction will only be modeled as required, in the immediate areas of the work, to inform the preparation of the Contract Documents if documentation of the as-built existing structure is available for our use and reliance.

7. Preparation of structural specifications.

8. Assist the Architect in designing and detailing of miscellaneous metal fabrications for the items noted below. Detailing and specification of these items will be the responsibility of the Architect:

    a. Metal stairs: Stringer dimensions will be provided, if requested.

    b. Curtain wall or window wall bracing

    c. Cold-formed metal framing (CFMF): Preliminary member sizes will be provided for detailing purposes only.

9. Provision of structural performance requirements for the following items to be included in the performance specifications being prepared by others:

    a. Pre-engineered seating sections

    b. Pre-engineered or prefabricated shade structures and awnings

c. Outdoor Pavilion

d. Performance specified steel framing

e. Cold-formed metal framing at the exterior and interior conditions

f. Metal stairs

g. Inserts, embeds, and hangers for mechanical, electrical, plumbing, conduits, cable trays and equipment.

10. Preparation of addenda as required during the bidding period and answering questions regarding structural plans and specifications.

11. Construction administration:

a. A maximum of two (2) site visits to conduct structural observations or attend construction administration and/or pre-construction meetings, including the preparation of observation reports.

b. Review of structural shop drawings and submittal data.

c. Review and respond to RFI's.

d. Review of change orders.

e. Review of testing laboratory reports.

Excluded Services

1. Design and detailing of sitework including paving, sidewalks, flag and high mast light foundations (poles over 30 feet in height), retaining walls, bollards, dumpster pads, sign foundations, site sculpture foundations, etc., unless specifically included above.

2. Analysis of the existing gravity load-bearing and lateral stability systems of the existing building to accommodate changes in use or occupancy category per the current adopted building code. This includes any roof component replacement that may trigger an evaluation of the existing diaphragm to meet Existing Building Code requirements.

3. Performance of a comprehensive structural condition assessment of the existing facility to determine potential areas of deterioration or validate the structural integrity of the existing framing and foundations.

4. Design and detailing of any modifications to the existing building not specifically included above.

5. Design of the superstructure or foundations for the outdoor restroom pavilion. It is our understanding this will be delegated to the Contractor.

6. Structural engineering design and detailing of specialty engineered building systems including but not limited to the following performance specified items:

    a. Pre-engineered or prefabricated shade structures

    b. Outdoor Pavilions

    c. Outdoor sports courts

    d. Pre-engineered seating sections

    e. Performance specified steel framing

    f. Cold-formed metal framing at the exterior and interior conditions

    g. Metal stairs.

7. Design, detailing, coordination, or layout of embeds or inserts for the support of mechanical, electrical, or plumbing hanging piping, conduits, cable trays, or other equipment.

8. Design and detailing of monumental, "grand," or architectural stairs.

9. Design of wall systems, including internal reinforcing of window and curtainwall systems.

10. BIM modeling of all items not explicitly included in the AIA E203 "Level of Development" listed in the scope above. These excluded items include, but are not limited to: miscellaneous steel, reinforcing, miscellaneous steel "kicker" braces, channel frames, slab recesses, non-load bearing walls, exterior wall façade and fenestration, pre-engineered metal buildings, wood framing, underground utilities.

11. Opinions of probable construction costs.

12. Geotechnical investigations and material testing.

13. Fast track production of structural drawings ahead of the architectural and MEP drawings.

14. Design of a structural slab system for the ground floor.

15. Design of storm shelters or safe rooms for compliance with ICC 500 or requirements of Authorities Having Jurisdiction.

16. Design of temporary or permanent earth retention systems.

17. Detailing or specification of waterproofing or dampproofing. IMEG may graphically indicate these items as appropriate and designate these items as work specified elsewhere in the Construction Documents.

18. Construction administration:

    a. Additional site visits beyond the number listed above.

b. Review of formwork and shoring drawings.

c. Updating or provision of the BIM model for construction coordination.

d. Issuance of ASI's or change orders after permit and bid issuance.

e. Review of embeds, inserts and/or hangers and accessories for hanging fire suppression piping and equipment.

f. Preparation of record documents incorporating Contractor as-built documentation.

19. Special inspections or responsibility for special inspections as the registered design professional in responsible charge (as defined by the International Building Code).

20. Assistance with the permitting process.

21. Testing of existing in-place materials or framing systems to determine strengths, properties of materials or similar information.

22. Field measurements of existing structures or framing. Existing structures or framing will be depicted in accordance with existing documents provided by others.

Assumptions

The following assumptions are in addition to those listed under IMEG's scope of services above.

Documentation (e.g., design drawings, maintenance records, etc.) of the existing systems relevant to our scope of work, which accurately represents the existing conditions, will be provided to IMEG.

Documents prepared by the Engineer will be prepared based upon reasonable assumptions derived from existing information provided by the Owner and from limited observation of accessible and visible existing conditions by the Engineer without the benefit of extensive field measurements and investigation prohibited by expense and inconvenience to the Owner. It is understood and agreed that unforeseen conditions uncovered during the progress of the project may require changes in the project, resulting in additional cost and delay.

The project will be designed by IMEG using Building Information Modeling (BIM) software with Autodesk Revit® as the platform. The BIM deliverable will be no greater than Level of Development (LOD) 300 as defined in AIA Document E202. A Revit® model including architectural and structural components or AutoCAD® files suitable for use as backgrounds for building and site will be provided to IMEG. Extensive modification of Revit® model or AutoCAD® backgrounds will be considered additional services.

The Revit® model is only inclusive of those systems and trades designed by IMEG. The Revit® model will not include Owner/vendor-provided and installed systems requiring coordination by the installing contractors. The Revit® model is intended for internal coordination among the design team. It is understood the model is not intended to be an exact and complete three-dimensional representation of how the Contractor will route and locate utilities and equipment. The Revit® model will be configured for efficiency as outlined in a mutually agreed upon BIM Execution Plan established before modeling begins.

Modeling of existing conditions will be limited to the extent required to produce specifications and 2D contract documents.

Occupancy separations, fire assemblies, and fire/smoke separations will be determined by the Architect and provided to IMEG at, or prior to, completion of the Design Development phase.

Guardrails, ladders, stairs, platforms, or other components for supporting and accessing mechanical equipment will be designed and coordinated by others and will be part of the General Contractor's scope of work.

Identification, testing, and/or removal of hazardous materials will be by others.

An independent cost estimator will be engaged by the Owner or Client. Opinions or comments made by IMEG related to the independent cost estimator's work shall not create or be interpreted as a warranty, express or implied, that the bids or the negotiated cost of the work will not vary from the cost estimator's valuation.

IMEG assumes the selected General Contractor / Construction Manager will be using a web-based project software site, at their cost, for the purpose of hosting and managing project communication and documentation.

The project will be awarded as a single prime contract for construction. Phased design and/or issue of early documents are not required.

The Primary Structural System is defined as the completed combination of elements that serve to support a building's self-weight, the applicable live load that is based upon the occupancy and use of the spaces, and the environmental loads such as wind, seismic, and thermal. Curtain wall members, non-load-bearing walls, stairs, handrails, or exterior façades, etc. are not part of the Primary Structural System.

For light framed bearing wall construction, such as sawn lumber and cold formed steel, the walls will be modeled as panels. Individual studs will not be modeled.

Floor and roof system layout consisting of sawn lumber and cold-form steel trusses and joists will be schematic only and will not represent the final location and configuration of all elements such as individual truss chords and webs.

Project components designed by others include:

- Miscellaneous metals such as overhead door frames, stairs, railings, roof hatches, and bollards.
- Finish floor elevations and exterior grades.
- Floor and roof slopes, recesses, finishes, and tolerances.
- Building grid layout and dimensioning.
- Masonry control joints, contraction joints, relief conditions, and ties.
- Prefabricated elements such as open web steel joists, wood and cold-form metal trusses, precast concrete.

- Temporary earth retention systems and shoring.
- Site structures, including retaining walls, exterior signage, and light pole and flagpole foundations.
- Drain tile routing and sizing.

Owner to provide the following:

- Geotechnical report, which includes:
    - Foundation type recommendations with allowable bearing capacities.
    - Active, at rest, and passive lateral earth pressures.
    - Frictional coefficients and sub-grade modulus.
    - Seismic site class.
    - Specific details and clauses to be included in the project documents addressing the project specific site conditions.
- Special Inspection and Testing services of structural elements and soils during construction as required by project specific general notes, specifications, building codes, and local Authority Having Jurisdiction over the project.

Compensation

We propose to provide the services described above for a fixed fee of $42,000.00 for basic services. Should the size and/or scope of the project, project schedule, or project budget change, IMEG reserves the right to adjust our fees, or new or increased services will be provided as additional services.

Description	Fee
Schematic Design	$6,000.00
Design Development	$10,000.00
Construction Documents	$16,000.00
Bidding and Negotiation	$2,000.00
Construction Administration	$8,000.00
Total Basic Services	$42,000.00
Budgeted Expenses for Basic Services	$750.00
Alternate Service – Cladding Modification Analysis/Details	$6,000.00
Alternate Service – Additional Site Visit (per site visit)	$1,500.00
Budgeted Expenses for Each Additional Site Visit	$250.00

Project Expenses

The following reimbursable expenses are not included in the above fee and will be invoiced with a 1.1 multiplier of actual cost:

- Reproduction costs for existing facility documents, and for one record set of contract document deliverables at each project phase/milestone when not provided to IMEG by the Architect.
- Payment of plan review fees, permit fees, filing fees, or other imposed governmental agency fees.
- Necessary consultants as approved by Client.
- Project specific insurance coverage riders or amendments necessary to comply with required insurance requirements above current IMEG limits and conditions.
- Postage and delivery charges.
- Travel expense: Automobile mileage will be invoiced at the IRS rate in effect at the time of travel. Travel expenses include mileage, tolls, parking fees, taxi, train, airfare, rental car and fuel, and other out of pocket travel related expenses.
- Meals and lodging, when required to travel overnight.
- Expenses for safety training, background checks, vendor registration sites, and drug testing to access the site.

Additional Services

IMEG can include the following as additional services. Additional services will be performed on a time and material basis using IMEG's standard hourly rates in effect at the time the service is performed, or for a negotiated fee, and only after approved in writing.

Closing

The attached Terms and Conditions dated 09.2024 are made a part of this Proposal. This Proposal is valid for 45 days from the date of this offer.

We will begin our services following acceptance of this Proposal for Services. Acceptance may be conveyed via email or by signing this offer and returning it to our office. Notwithstanding the foregoing sentence, if you or members of your firm engage IMEG for services for the referenced project, either verbally or by actions that imply acceptance of this Proposal, such as providing drawings, submitting questions, requesting engineering information, etc., without returning a signed copy of this Proposal, it is expressly agreed that acceptance of all terms and conditions of this Proposal will be implied and contractually binding.

Akshai Ramakrishnan | Akshai.Ramakrishnan@imegcorp.com

Accepted: Barker Rinker Seacat Architecture - Denver, CO

Mary Schambach

1. Definitions:

“Agreement” - Collectively IMEG’s proposal, these Standard Terms and Conditions, IMEG’s Standard Hourly Rates, and any exhibits incorporated expressly by reference, herein.

“Change Order” - Any additional Services or change in schedule related to the Project requested by IMEG or Client.

“Client” - The party for whom Services are being provided, and its directors, officers, affiliates, employees, and agents.

“Day(s)” - Any day other than Saturday, Sunday, or any other day on which banks in New York are closed.

“IMEG” - IMEG Consultants Corp., and its directors, officers, affiliates, employees, and agents.

“Losses” - Any loss, liability, claim, damage, cost, expense, and reasonable attorney’s fees.

“Party” - Each of IMEG and Client; “Parties” means IMEG and Client collectively.

“Project” - The specific project for which Services are performed pursuant to this Agreement.

“Project Owner” - The party responsible for the initiation, funding, and oversight of the Project.

“Services” - The services or work performed by IMEG in any office location for Client on the Project.

“Standard Hourly Rates” - The current hourly rates set by IMEG for Services performed under this Agreement.

2. Standard of Care/Performance: Services provided by IMEG under this Agreement shall be performed in accordance with the professional skill and care ordinarily exercised by professionals practicing under similar circumstances in the same or similar location (“Standard of Care”). It is explicitly understood and agreed that the Standard of Care does not demand perfection, and IMEG will not be responsible for any cost escalations, separate and apart from IMEG’s negligence as defined in Section 11, throughout the Project's duration. Nothing contained in this Agreement or within any certification/representation statement shall obligate, bind, or require IMEG to exercise professional skill and judgment greater than the Standard of Care. IMEG makes no warranty or guarantee, express or implied, and shall not be responsible for any failure to follow or apply any knowledge or techniques which are not generally known or accepted. Should Client seek additional design parameters in contemplation of future climate change, such parameters shall be explicitly outlined in the Services. IMEG shall perform Services pursuant to an agreed-upon schedule as is consistent with the Standard of Care.

3. Information: Except as otherwise defined in the Services, Client shall facilitate the exchange of information among the Project Owner, IMEG, and other service providers as necessary for the coordination of the Project. IMEG shall be entitled to rely on the accuracy and completeness of such information furnished by Client or Client’s other service providers. IMEG shall not be liable for inaccurate data, specifications, or other Project requirements submitted to it by or on behalf of Client. If there are updates or changes to any information provided to IMEG in furtherance of the Services, Client is responsible for advising IMEG's personnel of such updates or changes in writing.

4. Limitation of Responsibilities: IMEG shall not be responsible for, nor have control over or charge of, construction means, methods, coordination, schedules, techniques, procedures, delays, site observation, or review of contractor’s work, or for any health or safety precautions or programs. Client shall indemnify, defend, and hold harmless IMEG for contractor's or subcontractor’s performance or the failure of contractor's or subcontractor’s work to conform to Project design specifications and contract documents.

5. Additional Services: If the Project schedule or scope changes and additional Services are requested, IMEG shall send Client a Change Order and Client must approve such Change Order in writing or electronically prior to IMEG commencing work. Services performed pursuant to a Change Order shall be deemed an amendment to this Agreement and such additional Services shall be performed pursuant to these Standard Terms and Conditions. IMEG shall not be responsible for any expense associated with any Services that are a betterment or added value to the Project.

6. Compensation/Payment: Client shall pay IMEG in full for all Services performed and expenses incurred. Services provided by IMEG on a time and material basis shall be performed in accordance with IMEG's Standard Hourly Rates, subject to annual update. If Client disputes any portion of an invoice, Client shall notify IMEG in writing within fifteen (15) Days of the invoice date by notice to ClientStatements@imegcorp.com. If no notice is received, Client agrees the invoice is accurate and to pay the amount in full. In no case are invoices subject to unilateral discounting, back-charges, or set-offs, and payment in full is due for Services performed regardless of whether this Agreement or the Project is terminated. Accounts unpaid sixty (60) Days after the invoice date may be subject to a monthly service charge of one- and one-half percent (1.5%) (or the maximum legal rate) on the unpaid balance. If any portion of an account remains unpaid 120 Days after the invoice date, IMEG may stop or pause performance of Services and institute collection action. Client shall pay all costs of collection, including reasonable attorney's fees. Collection actions and billing disputes shall not be subject to informal dispute resolution procedures as described in Section 8.

7. Ownership/Use of Instruments of Services: All drawings, specifications, BIM, reports, and other work product of IMEG developed for this Project are instruments of service owned by IMEG ("Instruments of Service"). Upon Client's payment in full to IMEG for all Services performed and expenses incurred, IMEG shall provide Client with a license to use the Instruments of Service for purposes consistent with the Project. Reuse of any Instruments of Service by Client or any third-party for any other use without the express written consent of IMEG shall be at Client's sole risk. Client shall indemnify, defend, and hold harmless IMEG against Losses arising out of unauthorized use or misuse of the Instruments of Service.

8. Dispute Resolution/Governing Law: Excluding collection actions and billing disputes as described in Section 6, claims or disputes between the Parties arising out of the Services or out of this Agreement shall be escalated for informal dispute resolution. If no informal dispute resolution is achieved within fifteen (15) Days of demand made by IMEG or Client, the Parties shall submit the matter to non-binding mediation (mediation being subject to the provisions in Section 8.2 of AIA Document C401-2017). The Parties shall include a similar provision as in this Section 8 with all contractors, subconsultants, and subcontractors, providing for non-binding mediation as the primary method of dispute resolution following informal dispute resolution as described in this Section. This Agreement and all questions, disputes, and litigation arising in connection with the Services shall be governed by, and brought in, the laws of the state where the Project is located.

9. Mutual Waiver of Damages: Each Party hereby expressly waives against the other Party any and all claims for consequential, indirect, punitive, special, incidental, exemplary, or liquidated damages. The waiver in this Section shall apply to any such damages listed herein sought to be recovered through any indemnity obligation in this Agreement.

10. LIMITATION OF LIABILITY: To the fullest extent permitted by applicable law, IMEG's total liability arising out of or related to this Agreement, for all Services performed on this Project, and for all Losses, whether based in contract or tort, in law or equity, or for negligent acts, errors, or omissions, from any cause, shall not exceed the total amount of $100,000.00. This limitation of liability was negotiated after the Parties discussed the risks and rewards associated with the Project. No individual professional director, officer, or employee of IMEG shall be individually liable for negligence arising out of this Agreement. The limitation of liability established in this Section shall survive the expiration or termination of this Agreement.

11. Indemnification: Subject to Section 10, IMEG shall, to the fullest extent permitted by applicable law, indemnify and hold harmless Client against Losses to the extent caused by, and in proportion to, the negligence of IMEG in the performance of Services under this Agreement. IMEG shall not be obligated to indemnify Client for Client's own negligence.

Client shall, to the fullest extent permitted by applicable law, indemnify and hold harmless IMEG against Losses to the extent caused by, and in proportion to, the negligence of Client in the performance of its services under this Agreement. Client shall not be obligated to indemnify IMEG for IMEG's own negligence.

The other terms of this Agreement notwithstanding, in the event of any professional liability claim within the purview of the indemnification provisions of this Section, each Party shall control its own defense, and at the time of claim resolution, each Party shall provide reimbursement for reasonable defense costs and attorney's fees recoverable under applicable law to the extent caused by the negligence of each Party as determined by a competent trier of fact. As such, the Parties recognize and expressly agree that the duty to defend is not applicable to professional liability claims and is wholly separate and distinct from the duty to indemnify and hold harmless as described in this Section.

12 Insurance: IMEG shall obtain and maintain the following insurance coverages: Commercial General Liability, Automobile Liability, Umbrella/Excess Liability, Worker's Compensation/Employer's Liability, and Professional Liability. Certificates of insurance shall be provided to Client upon request. When stipulated by the Parties, Commercial General Liability, Automobile Liability, and Umbrella/Excess Liability shall be written or endorsed to include additional insureds (which shall not be named additional insureds), primary/non-contributory coverage, and other coverages, subject to all policy terms, conditions, and exclusions, and any limitations as to coverage amounts as agreed upon in writing by the Parties.

13. Termination: Either Party may terminate this Agreement due to the other Party's material breach of this Agreement upon providing a ten (10) Day written notice to the breaching Party and an opportunity of at least five (5) Days to cure such material breach. Upon termination, payment in full to IMEG is required for all Services performed and expenses incurred through the date of termination. IMEG shall not be required to release any Instruments of Service until such payments have been received. If this Agreement is terminated or suspended due to Client's material breach, Client shall return all Instruments of Service within its possession or control, and any consequences (including delay) resulting from such termination or suspension shall be the sole responsibility of Client. The cancellation of the Project or the institution of bankruptcy proceedings by either Party shall be deemed a material breach and termination of this Agreement.

14. Assignment: Except for assignment by operation of law, neither Party shall transfer or assign any rights or duties under, or interest in, this Agreement, including, but not limited to, monies that are due or monies that may be due, without the prior written consent of the other Party, which shall not be unreasonably withheld. Subcontracting to subconsultants, normally contemplated by IMEG as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

15. Employment and Non-Solicitation: Except with the other Party's prior written consent, neither Party shall solicit the employment of, or employ any of the other Party's employees, during the performance of this Agreement and for a period of six (6) months thereafter, provided that any general solicitation for employment through a published advertisement shall not constitute a breach of this Section.

16. Force Majeure: Except as otherwise provided, no delay or failure in IMEG's performance of its obligations under this Agreement shall constitute a default or the incurrence of damages, if and to the extent, the delay or failure is caused by the occurrence of any contingency beyond the reasonable prevention or control, and without any fault, of IMEG. Unless such occurrence frustrates IMEG's performance, such occurrence shall not operate to excuse, but only to delay, IMEG's performance. Once such occurrence ceases, IMEG shall resume the performance of its obligations under this Agreement as soon as reasonably possible.

17. Severability and Non-Waiver: If any part of this Agreement is declared invalid or unenforceable, the remainder shall continue to be valid and enforceable. No failure to act by either Party shall be deemed to constitute a waiver of such Party's rights or remedies under this Agreement. Additionally, there shall be no legal presumption against the drafter of this Agreement in the event of a dispute as to the enforceability and/or interpretation of this Agreement.

18. Entire Agreement: If Client issues to IMEG a purchase order or similar document, none of the terms and conditions stated therein shall bind IMEG, and such document, whether signed by IMEG or not, shall be considered only as a document for Client's internal operational management. This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Parties.

19. Equal Employment Opportunity: The Parties shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, and for inquiring about, discussing, or disclosing compensation. Moreover, these regulations require that covered prime consultants and subconsultants take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.

09.2024

2026 STANDARD HOURLY RATES - SMEPT/Cx
(rates adjusted annually)

Senior Client Executive / Senior Market Director / VP	$325
Client Executive / Market Director	$300
Project Executive	$280
Senior Project Manager 2	$250
Senior Project Manager 1	$230
Engineer of Distinction	$265
Senior (Engineer / Planner / Consultant) 3	$245
Senior (Engineer / Planner / Consultant) 2	$215
Senior (Engineer / Planner / Consultant) 1	$200
Project (Engineer / Consultant) 2	$180
Project (Engineer / Consultant) 1	$165
(Graduate Designer / Consultant / Planner / Authority / Analyst) 2	$140
(Graduate Designer / Consultant / Planner / Authority / Analyst) 1	$125
Designer of Distinction	$225
Senior (Designer / Authority) 3	$205
Senior (Designer / Authority) 2	$200
Senior (Designer / Authority) 1	$180
Project (Designer / Authority) 2	$165
Project (Designer / Authority) 1	$145
(Designer / Authority / Analyst) 2	$130
(Designer / Authority / Analyst) 1	$120
Design Technician 2	$105
Design Technician 1 / Intern	$95

Senior Construction Administrator	$200
Construction Administrator	$170
Field Technician 2	$160
Field Technician	$150
Project Coordinator	$135
Structural Inspector of Distinction	$265
Senior Structural Inspector	$150
Structural Inspector 3	$135
Structural Inspector 2	$120
Structural Inspector 1	$105
Senior Virtual Design Coordinator 2	$150
Senior Virtual Design Coordinator 1	$140
Virtual Design Coordinator 2	$135
Virtual Design Coordinator 1	$120
Virtual Design Technician	$105
Administrative Assistant	$95

*These rates are for staff located in the office providing the rates. Staff based in one of IMEG's other offices may have different billing rates. These rates can be provided upon request.

The Ballard Group, Inc.
Mechanical Consulting Engineers

A. DATE: **May 29, 2026**

B. SUBJECT:

PROJECT NAME: **Lockhart Recreation Center Renovation**

PROJECT LOCATION: **Lockhart Texas**

PROJECT DESCRIPTION: **This project consists of a renovation of the existing 11,800 SF movie theater to support recreation center use. A small 2,000 SF addition is also planned to the building. The facility will include: aerobics, weights, fitness, gymnasium, event space, and a catering kitchen.**

C. CLIENT:

It is our understanding The Architect-Consultant Agreement will be executed on latest version of the AIA Document C401 *Standard Form of Agreement between Architect and Consultant* – C401.pdf. A Prime Agreement, using AIA Document B103, is being negotiated with the Owner and will form the basis of the Architect-Consultant Agreement

The intent of this letter is to establish an agreement for professional services for the subject project; this agreement is between:

1. **Barker Rinker Seacat,** hereinafter called Client and,
2. **The Ballard Group, Inc**., hereinafter called Engineer.

D. PROFESSIONAL SERVICES:

Engineer agrees to perform the following services for Client:

1. Heating, Ventilation and Air Conditioning design and construction documents.
2. Plumbing design and construction documents to ±5’ outside of building.
3. Fire protection design including equipment selection, required details and specifications. System layout will be performed by the successful fire protection contractor.
4. Construction phase services including shop drawing review and (**2)** site observations.

2525 South Wadsworth Blvd., Suite 200
Lakewood, CO 80227
303-988-4514
www.TheBallardGroup.com
4730 South College Ave., Suite 203
Fort Collins, CO 80525
970-568-8762

Scope of Services	Included			Excluded	Remarks
	HVAC	Plumbing	Fire Prot.	✓	
1. Field Verification	✓	✓	✓		
2. Create Record Drawings of Existing Conditions				✓	
3. Schematic Design	✓	✓	✓		Mechanical System Narrative and Schematic Drawings
4. Design Development	✓	✓			
5. Construction Documents	✓	✓			
6. Specification	✓	✓	✓		
7. Bidding Phase	✓	✓	✓		
8. Construction Administration	✓	✓	✓		
a) Shop Drawing Review	✓	✓	✓		
b) Site Observations	✓	✓	✓		Total of 2 site visits
9. Opinion of Probable Construction Cost				✓	
10. Preparation of Record Drawings				✓	
11. Reimbursable Expenses				✓	To be reimbursed by Client
12. Publication of Documents				✓	
13. Utilities to 5’-0” Outside of Building		✓			
14. Site Utility				✓	
15. Energy Model				✓	
16. Commissioning				✓	
17. LEED Certified Building				✓	

E. CLARIFICATIONS:

1. Exclusions – The following services are not included in this proposal. If required they shall be provided and contracted by others.

    - Energy modeling
    - Commissioning
        - While commissioning services are excluded, participation in the commissioning process is included.
    - Sustainability Consultation
    - LEED Championing
        - When the project is pursuing LEED certification participation in the certification process is either included in the base fee or as an additional service below.
    - Cost Estimating
        - Review of 3rd party estimates is included.
    - Solar Thermal Systems
    - Geothermal Design
    - Acoustical Design

2. Design Considerations:

    - Plumbing:
        - The existing water service may be undersized and will require replacement.
        - We believe the existing domestic water heater will not be sized to support the new building program and will be need to be replaced.
    - HVAC:
        - This proposal assumes that the existing roof top units will be replaced with heat pump roof top units in similar locations if not utilizing the same curb.
        - Back-up heating for the RTUs will be either natural gas or electric based on the local code requirements and owner preference.
    - Fire Protection:
        - This proposal assumes that the existing fire entry is sufficient. The distribution piping and heads will be replaced.

3. This proposal includes the following trips to the project.

    - (1) site observations to field verify existing systems.
    - (0) on-site meetings with the ownership/facilities team. Design progress meetings are intended to function virtually.
    - (2) construction phase observations.

4. This proposal includes the following Deliverables.

    - Schematic Design (Report & Drawings)
    - Design Development (50%, 100%)
    - Construction Documents (50%, 95%/Permit, 100%)

2. Ground source geothermal heat exchanger and associated plant system design is excluded from this proposal. Should the project pursue a ground source heat pump design, an additional service fee and scope can be negotiated at that time.

5. The design fees included herein are based upon the following values. If budget, scope and/or building area is increased, design fees shall be increased accordingly.
   - New construction – 2,000 square feet.
   - Renovation – 11,800 square feet.
   - Total Project Costs - $11,800,000
   - Total Building Construction Costs (assumed) - $3,800,000

6. The following standards are assumed to apply to this design and are included in the proposal. Any additional requirements to meet standards above and beyond those listed shall be done at an additional service cost.
   - 2018 International Building Codes.

F. FEE:

Charges for our services shall be as follows:

Service	Total	SD	DD	CD	CA
Mechanical Engineering	$80,680	$13,290	$22,800	$30,400	$14,190
Trips	3	1	0	0	2
Reimbursables	$3,300	$1,100	$0	$0	$2,200
Total Fee	$83,980				

Reimbursable expense shall be paid at a multiplier of 1.10 times actual expense.

Engineer shall present Client with a monthly invoice for professional services rendered. Payment shall be due when invoice is received.

G. STANDARD HOURLY BILLING RATES

Current standard hourly billing rates are guaranteed not to increase for six (6) months from date of this proposal.

Principal	$210.00/hr.	Associate	$190.00/hr.
Senior Project Engineer	$170.00/hr.	Project Engineer II	$140.00/hr.
Project Engineer I	$120.00/hr.	CAD & Revit Operator	$90.00/hr.
Clerical	$85.00/hr.	Troubleshooting / Peer Review	$235.00/hr.

At the expiration date of the six-month guarantee, the standard hourly billing rates shall be adjusted to the current standard hourly rates in effect.

H. EXTENSIVE REVISIONS OR SCOPE CHANGES:

Revisions after substantial completion of the construction documents will be paid for in addition to the fixed fee at the standard hourly billing rates or a negotiated additional service contract may be amended to this original contract.

I. LITIGATION:

In any action brought to enforce or contest any provision of this contract or to collect agreed upon fees, the prevailing party shall be entitled to collect all costs and expenses incurred in connection with such action, including reasonable attorney's fees.

J. REIMBURSABLE EXPENSES:

Reimbursable Expenses are in addition to the Compensation for Basic and Addition Services. Actual expenditures made by the Engineer(s) in the interest of the Project will be billed at 1.10 times actual expense.

K. PUBLICATION:

Engineer shall not be responsible for the publication of plans and specifications except those for in-progress coordination between Architect and other Engineers.

L. TERMINATION

In the event of termination of the project, Engineer shall be reimbursed for services performed prior to termination date at the standard hourly rate.

M. DURATION:

This agreement may be withdrawn or amended if not accepted within thirty (30) days.

Please sign, date and return one copy of this document to The Ballard Group, Inc. to indicate your acceptance of these terms and enter into a contractual agreement.

THE BALLARD GROUP, INC.		**BARKER RINKER SEACAT ARCHITECTURE**	
By:	John Blair	By:	
Title:	Associate	Title:	
Date:	May 29, 2026	Date:	

May 26, 2026

Ms. Mary Schambach
Project Manager
Barker Rinker Seacat Architecture
990 South Broadway, Suite 222
Denver, Colorado 80209

Re: Lockhart Recreation Center
Lockhart, TX
Fee Proposal for Electrical & Lighting Design Services

Dear Ms. Schambach:

Thank you for the opportunity to submit a fee proposal to Barker Rinker Seacat Architecture (BRS) for the lighting and electrical design services scope of work associated with the Lockhart Recreation Center in Lockhart, Texas.
In response to your request, Reese Hackman Engineering, Inc. (RH) submits the following Scope of Work and Fee Proposal for your consideration.

I. PROJECT DESCRIPTION

The Engineer shall work with BRS and the design team to provide Electrical Engineering and Lighting Design services. The general project scope is shown in the Theater Rec Center document dated 4/21/26. RH understands that the project will consist of a renovations and a new addition to an existing movie theater building for a new 13,800 square-foot recreation center. Spaces in the facility shall include a MAC Gym, Fitness & Weights area, Aerobics Studio, Event Space/Classroom, Catering Kitchen, Admin area, Control Desk, Storage, Restrooms and a Walk/Jog Track. The site shall include parking spaces, a food truck area, playground, concessions pavilion, shade structures, indoor/outdoor gym/turf area, perimeter track, 9 illuminated pickleball courts and 3 illuminated basketball courts. The project's construction budget is $3.8 million for the building and $5.3 million for the site.

The design schedule is anticipated to begin in June of 2026 and be complete in January 2027. Construction phase services are targeted to begin in March of 2027 and last until December of 2027.

II. SCOPE OF SERVICES

A. Basic Design and Construction Document Phase Services:

1. Planning and assistance in space utilization relative to electrical systems.

2. Conferences with the Client/Client's representative, other consultants, building department officials, utility companies and other governing agencies to determine the final design requirements. Basic Design and Construction Document Phase Services include up to (3) in-person design meetings at BRS (one per design phase for pull-planning sessions) and up to (3) design meetings in Jarrell, TX (one per design phase). Additional online conference and/or meetings shall be as required.

3. One (1) site/survey trip to the facility to review existing conditions during the early Design Development phase

is included in the scope work.

4. Upon receipt of Architectural, Structural, Mechanical, Aquatics and Site Utility information, Design and Construction Documents for the following:

    a. Interior lighting and normal power distribution systems.
    b. Fire alarm system.
    c. Exterior site lighting, including general site illumination and landscape lighting.
        i. Photometric plan as required for City/Town submission.
        ii. Connections to illuminated signage.
        iii. Lighting design for pickleball and basketball courts is included in the scope of work.
    d. Site electrical design of secondary power to building and site lighting and amenities.
    e. Lightning protection system via a performance specification.
    f. Telecommunications and Technology design. RH shall design the power supplies only. RH has provided a separate Technology Systems Design proposal for Low-Voltage, Audio-Visual Systems and Telecom Cable Infrastructure Design for the work not included in this proposal. Head-end equipment and system design are not included.

5. Design calculations and data, retained in legible form.

6. Review and comment on opinions of probable construction costs (provided by others) for electrical scope of work.

7. Analysis of systems for energy code compliance, including Lighting COMCheck compliance forms.

8. Final drawings for conventional methods of production in accordance with architectural drawings and Revit 2026 or older version.

9. Specifications in final typewritten form.

B. Construction Phase Services:

1. Response to Contractor clarification and data, in amounts normal and customary for projects of this type, retained in legible form.
2. Review of shop drawings, manufacturer's information, submittals, and samples furnished by the Contractor.
3. Issue change bulletins as required. Owner requests that result in changes to the original design shall be additional services.
4. Periodic Construction Observations. Written reports of each visit to the site will be provided, including any recommendations that may be appropriate. After MEP systems rough-in has begun above-grade, up to (4) construction observations, including a completion observation, are included in the Basic Services.
5. Review of test results and/or special inspections are NOT included in this scope of work.
6. Record drawings are included in this scope of work, but listed as a separate fee from design through construction phase services.

C. Additional Services:

1. The Basic Services above are not intended to represent all services that may be required. Additional Services, those not specifically described above, or changes to the Scope of Services, may be authorized by a written document signed by both parties, specifying the services and the compensation. Therefore, Additional Services

include, but are not limited to:

a. Preparation of detailed construction cost estimates. Review of estimates prepared by contractors or separate consultants is included within the scope of Basic Design and Construction Document Phase Services.
b. Major revisions occurring after the issue of Design Development Drawings.
c. Design of site utilities.
d. Energy modeling, life cycle analysis, and alternative fuel and system comparison studies.
e. Electrical and/or lighting controls systems commissioning.
f. Design of multiple or alternative electrical and/or lighting systems.
g. Design of additional electrical services (separate from the main facility) to accommodate EV charging.
h. All design and construction services anticipate the facility to be delivered as one project. Should portions of the project be designed or constructed on separate timelines additional services may be required.
i. Construction close-out phase and post-occupancy phase involvement in trouble-shooting operational problems which result from either equipment manufacturer defects, or improper construction installation techniques. Each condition will be reviewed with the Owner and Client prior to engagement in these activities.
j. LEED or other green certification program submissions and energy modeling.
k. Redesign after completion of the Design Development phase resulting from cost reduction services, otherwise known as Value Engineering. Value engineering that does not result in redesigning building(s) and/or electrical systems is included in the scope of work.
l. Evaluation and/or redesign of alternate products, equipment, and systems to address supply chain issues or market availability.
m. Requests for rebates, grants, or incentives.
n. Design of connection(s) to alternative energy system(s).
o. Additional construction phase observations or site/survey trips.

III. PROJECT TEAM

Certain members of RH personnel may be designated as key personnel for performance of the services. In the ordinary course of business and so long as they remain in Engineer's employ, it is Engineer's intent to keep designated key personnel assigned to the Project. Key personnel in the design and construction phases of this Project are:

Partner-in-Charge	Mark Layfield, PE
Senior Project Manager	Mark Layfield, PE
Lighting Designer	Mark Ekberg

IV. FEES

A. **As defined above, Engineering services for item A (Basic Design Phase Services) will be provided for the lump sum fee of $38,000.00 (Thirty-Eight Thousand Dollars).** A per-phase breakdown of this fee is provided below:

FEE MATRIX					
SD	**DD**	**CD**	**B/N**	**C/A**	**Total Elec/Ltg Fee**
$5,700	$11,400	$11,400	$1,900	$7,600	$38,000

The production of record "as-built" drawings based on RFI responses, ASIs, etc. and contractor-provided mark-ups is in addition to the above amount, and will be provided for an additional lump sum amount of $3,500.00.

B. Any services in addition to those specified above shall be authorized in writing, and shall be compensated on an hourly basis as follows:

Partner	$ 325.00
Principal	$ 295.00
Senior Project Manager (PE)	$ 300.00
Senior Technology Designer (RCDD)	$ 270.00
Director of Lighting Design	$ 245.00
Senior Engineer (PE)	$ 225.00
Project Manager (PE)	$ 225.00
Construction Specialist	$ 215.00
Director of BIM	$ 220.00
Lighting Designer	$ 195.00
Engineer (PE)	$ 195.00
Senior Designer	$ 180.00
Technology Designer	$ 180.00
Designer	$ 155.00
BIM Detailer	$ 130.00
Administration	$ 85.00

Note: Rates are subject to change annually.

C. Reimbursable Expenses: Reimbursable expenses other than mileage and parking/toll road usage are in addition to compensation to the Engineer for Basic and Additional Services, and include expenditures made by the Engineer, its employees, or consultants, in the interests of the Project. Reimbursable Expenses include, but are not limited to:

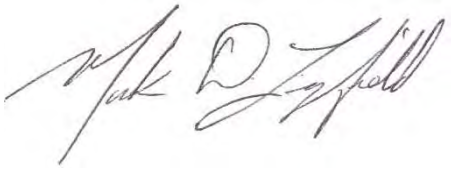
1. Expense of transportation and subsistence when traveling outside of the Denver area in connection with the project. Such trips shall be made only at the Client's request.
2. Fees paid to other consultants for services in connection with the project. The Engineer shall retain other consultants only with the Client's prior written approval.
3. Plots & Large Format Copies – $0.50 per square foot or actual cost if outside vendor used.
4. Copies – $0.16 per page or actual cost if outside vendor used.
5. Color Copies – $1.00 per page or actual cost if outside vendor used.
6. Overnight Delivery Service – Actual Cost.
7. Postage – Actual Cost.

As requested, we are providing an estimated amount not-to-exceed $6,000.00 (in addition to the above fee) to cover miscellaneous reimbursable expenses, including travel to BRS and/or the project site for meetings, observations, etc. RH will invoice for reimbursable expenses as they are incurred.

Thank you for the opportunity to submit this proposal. If you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

REESE HACKMAN



Mark D. Layfield, PE, LEED AP
Partner

RH Technology

May 26, 2026

Ms. Mary Schambach
Project Manager
Barker Rinker Seacat Architecture
990 South Broadway, Suite 222
Denver, Colorado 80209

Re: Lockhart Recreation Center
Lockhart, TX
Fee Proposal for Technology Systems Design Services

Dear Ms. Schambach:

Thank you for the opportunity to submit a fee proposal to Barker Rinker Seacat Architecture (BRS) for professional low-voltage systems, audio-visual systems, and telecommunications cable infrastructure design services scope of work associated with the Lockhart Recreation Center located in Lockhart, Texas. In response to your request, Reese Hackman Engineering, Inc. (RH) submits the following Scope of Work and Fee Proposal for your consideration.

I. PROJECT DESCRIPTION

The Technology Systems Designer shall work with BRS and the design team to provide Technology Design services. The general project scope is shown in the Theater Rece Center document dated 4/21/26. RH understands that the project will consist of a renovations and a new addition to an existing movie theater building for a new 13,800 square-foot recreation center. Spaces in the facility shall include a MAC Gym, Fitness & Weights area, Aerobics Studio, Event Space/Classroom, Catering Kitchen, Admin area, Control Desk, Storage, Restrooms and a Walk/Jog Track. The site shall include parking spaces, a food truck area, playground, concessions pavilion, shade structures, indoor/outdoor gym/turf area, perimeter track, 9 illuminated pickleball courts and 3 illuminated basketball courts. The project's construction budget is $3.8 million for the building and $5.3 million for the site.

The design schedule is anticipated to begin in June of 2026 and be complete in January 2027. Construction phase services are targeted to begin in March of 2027 and last until December of 2027.

II. SCOPE OF SERVICES

A. Provide comments on opinions of probable costs (provided by others) for the low-voltage systems, audio-visual systems, and telecom cable infrastructure.

B. Attend design meetings virtually. A maximum of one in-person meeting is included. (Pull-planning meetings and design meetings in TX are included in our Electrical and Lighting Design Services proposal).

C. Provide coordination with the telecommunications utility companies and/or the City to design pathways from the "street" to the new telecom rooms. Any City-owned wide-area-network connections shall be considered additional services and are not covered by this proposal.

D. Provide drawings and specifications (coordinated with the A/E Team) for the telecommunications cable infrastructure to provide voice, data, and video services for the new buildings and outdoor areas. All pathway and 120-volt requirements shall be coordinated with the A/E Team.

E. Provide drawings and specifications (coordinated with the A/E Team) for a facility-wide Wi-Fi system. All areas of the project shall be analyzed. All pathway and 120-volt requirements shall be coordinated with the A/E Team.

F. Provide drawings and specifications (coordinated with the A/E Team) for the interior and exterior security camera systems. All pathway, data cable requirements and 120-volt requirements shall be coordinated with the A/E Team. A maximum of 16 cameras for the project has been assumed.

G. Provide drawings and specifications (coordinated with the A/E Team) for a centrally managed access control system. All pathway, data cable requirements and 120-volt requirements shall be coordinated with the A/E Team. Door hardware shall be coordinated and specified by the Division 08 specifications.

H. Provide drawings and specifications (coordinated with the A/E Team) for audio-visual systems pathway and 120-volt requirements. General paging and/or background music is anticipated throughout all major public spaces and areas. In addition, the following spaces are anticipated to have their own separate AV systems:
   1. Even Space/Classroom
   2. Aerobics Room
   3. MAC Gymnasium
   4. Fitness/Weights Areas
   5. Exterior

   RH will provide the conceptual systems design and a performance-based specification to determine the correct locations to provide pathway and 120-volt requirements. Overhead speakers shall be shown on the drawings for quantities/locations and cable service loops.

I. Deliverables shall be in the form of a narrative document outlining the technology-based systems and systems description at the SD Phase of the project. At the DD and CD Phase, the information will be incorporated into the appropriate drawings and specifications format as dictated by the Architect.

J. Construction Administration services shall include responding to RFIs, review of product data and shop-drawing submittals, and up to (4) construction observations, including a completion observation. These observations shall coincide with the electrical construction observations.

K. Project Assumptions:
   1. The City's IT/operations staff will be involved in the selection and application of all the above-mentioned systems.

III. PROJECT TEAM

Certain members of RH's personnel may be designated as key personnel for performance of the services. In the ordinary course of business and so long as they remain in RH's employ, it is RH's intent to keep designated key personnel assigned to the Project.

Partner-in-Charge	Mark D. Layfield, PE

Senior Project Manager	Michael J. Sanzotti, RCDD
Communications Designer	Jonathan A. Morgan

IV. FEES

A. **As defined above, design services for item II. (Scope of Services) will be provided for the lump sum fee of $22,000 (Twenty-Two Thousand Dollars).** The Designer shall invoice the Client monthly based on percentage of completion of the Scope of Services. A per-phase breakdown of this fee is provided below:

TECHNOLOGY FEE MATRIX					
SD	**DD**	**CD**	**B/N**	**C/A**	**Total TECH Fee**
$3,300	$6,600	$6,600	$1,100	$4,400	$22,000

The production of record "as-built" drawings based on RFI responses, ASIs, etc. and contractor-provided mark-ups is in addition to the above amount, and will be provided for an additional lump sum amount of $1,500.00.

B. Any services in addition to those specified above or those mentioned to be time and materials, shall be authorized in writing, and shall be compensated on an hourly basis as follows:

Partner	$ 325.00
Principal	$ 295.00
Senior Project Manager (PE)	$ 300.00
Senior Technology Designer (RCDD)	$ 270.00
Senior Engineer (PE)	$ 225.00
Project Manager (PE)	$ 225.00
Construction Specialist	$ 215.00
Director of BIM	$ 220.00
Engineer (PE)	$ 195.00
Senior Designer	$ 180.00
Technology Designer	$ 180.00
Designer	$ 155.00
BIM Detailer	$ 130.00
Administration	$ 85.00

Note: Rates are subject to change annually.

C. Reimbursable Expenses: Reimbursable expenses other than mileage and parking/toll road usage are in addition to compensation to the Designer for the Scope of Services, and include expenditures made by the Designer, its employees, or consultants, in the interests of the Project. Reimbursable Expenses include, but are not limited to:

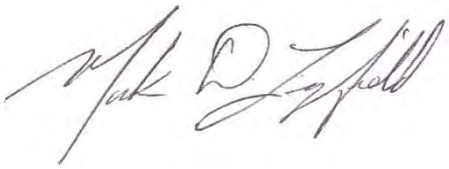
1. Expense of transportation and subsistence when traveling outside of the Denver area in connection with the project. Such trips shall be made only at the Client's request.
2. Fees paid to other consultants for services in connection with the project. The Engineer shall retain other consultants only with the Client's prior written approval.
3. Plots & Large Format Copies – $0.50 per square foot or actual cost if outside vendor used.
4. Copies – $0.16 per page or actual cost if outside vendor used.
5. Color Copies – $1.00 per page or actual cost if outside vendor used.
6. Overnight Delivery Service – Actual Cost.
7. Postage – Actual Cost.

As it is assumed that any Technology-related travel will coincide with Electrical travel, reimbursable expenses are included in our Electrical Fee Proposal.

Thank you for the opportunity to submit this proposal. If you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

REESE HACKMAN



Mark D. Layfield, PE, LEED AP
Partner

Blundall Associates, Inc.

Construction Cost Consultants
Quantity Surveyors
Project Managers

June 3, 2026

Mary Schambach
Project Manager
Barker Rinker Seacat Architecture
Sent via Email to Mary Schambach | BRS <maryschambach@brsarch.com>

Dear Mary Schambach:

Re: Lockhart Rec Center
(Renovation of Existing Cinema Building)
Lockhart, Texas

The following is our proposal to provide construction cost consulting services for the above-referenced project for work as generally outlined in your email of June 2, 2026, and the documents attached thereto.

A. SERVICES

1. We will provide a “detailed” schematic design phase estimate of construction costs prepared by way of measuring all major components of the work and pricing at unit rates applicable to a competitively bid project in central Texas. The estimate will comprise a summary sheet and appropriate “details” for all applicable architectural, structural, mechanical, electrical and site development trades.

2. We will provide a detailed design development phase estimate of construction costs prepared by way of measuring all major components of the work and pricing at unit rates applicable to a competitively bid project in central Texas. The estimate will comprise a summary sheet and appropriate details for all applicable architectural, structural, mechanical, electrical and site development trades.

3. We will provide a detailed 50% construction document phase estimate of construction costs prepared by way of measuring all major components of the work

and pricing at unit rates applicable to a competitively bid project in central Texas. The estimate will comprise a summary sheet and appropriate details for all applicable architectural, structural, mechanical, electrical and site development trades.

B. FEES

1. Our fee for preparing the schematic design phase estimate will be the sum of $3,950.00 (Three Thousand Nine Hundred Fifty Dollars).

2. Our fee for preparing the design development phase estimate will be the sum of $5,985.00 (Five Thousand Nine Hundred Eighty-Five Dollars).

3. Our fee for preparing the 50% construction document phase estimate will be the sum of $6,975.00 (Six Thousand Nine Hundred Seventy-Five Dollars).

4. We have not included time or travel expenses to attend meetings away from our home office location. It is assumed that all transfer of information can be done electronically by way of telephone conferences and/or by way of video conferencing.

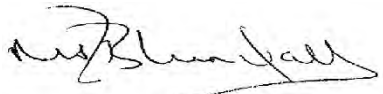
5. THE ABOVE-ENUMERATED FEES DO NOT INCLUDE TIME FOR OUR PARTICIPATION IN ESTIMATE RECONCILIATION MEETINGS WITH A CONSTRUCTION MANAGER OR OTHER THIRD-PARTY ESTIMATE PROVIDER. IF THESE ADDITIONAL SERVICES ARE REQUESTED, THEY WILL BE BILLED AT OUR HOURLY RATES AS LISTED BELOW.

Position	Rate
Principal	$ 195.00
Project Manager/Estimator	180.00
Senior Estimator	120.00
Estimator – Level 1	110.00
Estimator – Level 2	103.50
Estimator – Level 3	90.00
Estimator – Level 4	75.00
Entry Level/Intern	60.00

Thank you for this opportunity to be of service to you. If you have questions concerning the proposal, please call.

Yours very truly,

BLUNDALL ASSOCIATES, INC.



Martyn R. Blundall
President

iBIMsolutions

June 19, 2026

Jason Ringdahl, AIA
Senior Principal
Barker Rinker Seacat Architecture
990 South Broadway, Suite 222
Denver, Colorado 80209

RE: Building Information Consulting Services
Lockhart Recreation Center – Lockhart, TX
iBIMsolutions Project #26-132.00

Jason;

iBIMsolutions, llc (iBIM) is pleased to submit this Proposal and letter of Agreement to Barker Rinker Seacat Architecture (BRS) for building information consulting services associated with the proposed Lockhart Recreation Center to be located in Lockhart, Texas (Project). The Project is generally described as a conversion of an existing 13,800 sf (approximate) PEMB into a "Theater" recreation center. The Project will also include a new building addition of approximately 2,000 sf. The converted facility is anticipated to include a basketball court, fitness spaces, community room with catering kitchen, and limited administration/support spaces.

The Project is not intended to pursue LEED or any other structured sustainable design certifications at this time. However, it is acknowledged that the Owner may wish to include "best practices" sustainability features in the design; the specifics of which will be determined as a matter of course during the Design phase of the Project.

BRS and iBIM agree to work collaboratively with each other in the performance of these services.

DESCRIPTION OF SERVICES

Working in conjunction with and under the direction of designated individuals at BRS, iBIM will perform the following services:

Basic Services:
- Architectural construction specifications.
- Structural construction specifications.
- Geotechnical-related earthwork and paving construction specifications.
- Coordinate consultant specifications with architectural specifications.

Optional Services:
- Additional procurement and construction phase services.

Time of Performance: Based on recent communications, the basic milestone schedule for the project has not been established at this time; however, the schedule is assumed to approximate the following:

- Design Development Phase Completion – October 2026 (TBD)
- Construction Documents Phase Completion – January 2027 (TBD)

For the purposes of this proposal and Agreement, we therefore assume that Basic Services through the Bidding/Negotiation Phase are to be completed on or before January 31, 2027. If this date for completion requires modification, particularly to an earlier date, BRS will notify iBIM in sufficient time to permit iBIM to reasonably complete the required services according to the modified schedule for completion.

Project Delivery: The project delivery method for the Project is a negotiated CMAR (CMGC) general contract; the CMGC entity has not yet been determined as of this date. The Construction Document Phase final specifications will be produced in a single Subcontractor Bid/Permit Package. Included in the fee proposal is the assumption that all interim drafts including 100% DD will be published as a single document.

BRS will provide iBIM with hard-copies or electronic .pdf files of half-size project Drawings and all required product data minimum 14 working days prior to each Project phase deliverable for use in developing the specifications. BRS will also provide electronic copies of other documents including but not limited to product data, property survey, geotechnical and other reports (if any), and other such documents as may be necessary for iBIM to develop the specifications for this project.

Descriptions of basic services above are very general; more detailed descriptions of listed services are included below.

ARCHITECTURAL CONSTRUCTION SPECIFICATIONS

Using BRS's master guide specification system prepared by iBIM, iBIM will prepare architectural specifications, based on materials and product/system selections made by BRS.

The following are **INCLUDED** in the basic services fee for architectural construction specifications:

- Division 01 – General Requirements specifications, incorporating any special administrative requirements required by either BRS or the Owner. This assumes that iBIM/BRS's master Division 01 General Requirements specifications will be incorporated and integrated with the overall specification; use of an Owner-generated or other Division 01 General Requirements package that is not substantially compatible with iBIM/BRS's Division 01 master specifications system may require additional fees for integration and other associated costs.
- Architectural specifications generally included in Divisions 02 through 14.
- Progress specifications for Design Development Phase only as noted above.

The following are **EXCLUDED** from the basic services fee for architectural construction specifications:

- Bidding and procurement requirements documents.
- General and Supplementary Conditions of the construction contract.
- Preparation of documentation for extensive bid or scope alternates.
- Preparation of extensive addenda to the bidding documents.
- Incorporation of a Division 01 General Requirements package that is not substantially compatible with iBIM/BRS's master specifications system.
- Specification Sections in Divisions 21 through 28 (MEP and Special Systems).
- Specification Sections in Divisions 31-35 (Site Construction and Non-Conventional Foundation Systems), except as otherwise specifically included in other provisions of this proposal.
- Preparation of special consultant specification Sections, or portions thereof, in Divisions 02 through 39; these include but may not be limited to landscape architecture, civil engineering, food service, extensive audio/visual, acoustics, door hardware, fire protection and life safety, and other consultants not listed which may be retained by BRS or the Owner.
- Editing, typing, or formatting of the specifications prepared by other consultants on the Project.
- Project design, code research, or similar consulting.

- Cost estimating.
- Construction Drawings, BIM Information, and coordination of Drawings.
- Updating of Specifications to include addenda, modifications, or as-built conditions, etc.
- Review of value engineering items.
- Preparation of Submittal lists or matrices.
- Construction contract administration phase services, including review of submittals, substitutions, construction means, methods, techniques or sequences, etc.

Periodically (if provided in this Agreement), and at the conclusion of the architectural construction specifications preparation process, iBIM will transmit the specifications and other documents prepared by iBIM electronically in Microsoft Word format and portable document format (.pdf) to BRS. BRS, as the Design Professional of Record, will review the specifications and other documents prepared by iBIM and accept them as adequate and sufficiently complete for their intended purpose prior to issuance/publication for procurement and construction.

STRUCTURAL CONSTRUCTION SPECIFICATIONS

Using BRS's *Consultant Specifications Guidelines* documents and applicable specifications master Sections provided by iBIM, iBIM will assist in the preparation and coordination of structural engineering consultant specifications, which will be edited by the Project structural engineer and produced by iBIM on BRS's master specifications system. The structural engineer assumes appropriate responsibility for the content of these Sections, and iBIM is only serving as an assistant in their preparation and coordination with the other Sections in the Project Manual.

Alternative: iBIM will assist in the preparation and coordination of structural engineering consultant specifications, which will be prepared by the Project structural engineer using its own specifications masters. iBIM can upload these specifications Sections into the SpecLink data base, to achieve consistent page and Section formatting, but will only review these specifications for coordination with Division 01 – General Requirements specifications, general architectural aspects of these Sections (if any), and general Section and page formatting.

GEOTECHNICAL-RELATED EARTHWORK AND PAVING CONSTRUCTION SPECIFICATIONS

Using applicable specifications master Sections provided by iBIM, iBIM will assist in the preparation and coordination of geotechnical-related earthwork and paving specifications, which will be initially drafted and produced by iBIM on BRS's master specifications system according to Owner-accepted geotechnical recommendations provided to iBIM by BRS. The drafts will be reviewed and ultimately approved by BRS, the geotechnical consultant, and other affected consultants as applicable. The geotechnical engineer and other affected consultants, as applicable, assume appropriate responsibility for the content of these Sections, and iBIM is only serving as an assistant in their preparation and coordination with the other Sections in the Project Manual.

Alternative: iBIM will assist in the preparation and coordination of geotechnical-related earthwork and paving specifications, which will be prepared by the Project civil engineer using its own specifications masters. iBIM can upload these specifications Sections into the SpecLink data base, to achieve consistent page and Section formatting, but will only review these specifications for coordination with Division 01 – General Requirements specifications, general architectural aspects of these Sections (if any), and general Section and page formatting.

COORDINATE CONSULTANT SPECIFICATIONS WITH ARCHITECTURAL SPECIFICATIONS

Using BRS's *Consultant Specifications Guidelines* documents, iBIM will assist in the coordination of BRS's other consultant specifications, which we understand are limited to landscape architecture, civil engineering, food service, acoustics, aquatics, mechanical, plumbing and electrical engineering, fire protection and life safety. iBIM

will not review or comment on the technical content of these specifications, which is the responsibility of each consultant. iBIM will only review these specifications for coordination with Division 01 – General Requirements specifications, and for general Section and page formatting.

OPTIONAL: ADDITIONAL PROCUREMENT AND CONSTRUCTION PHASE SERVICES

iBIM offers additional services, at BRS's option and upon written direction of BRS, including the following:

- **Bidding / Procurement Phase:** Consultation regarding requests for information / interpretation, substitution requests, and similar issues that may arise during this phase; a fixed fee is included in basic services for limited work required during this phase.
- **Construction Phase (Limited):** Consultation regarding requests for information / interpretation, substitution requests, submittals, and similar issues that may arise during this phase.

Information provided by iBIM associated with these optional additional services will be provided as an opinion only, with no guarantee or warranty expressed or implied by iBIM as to the accuracy or correctness of such opinions. BRS accepts responsibility, as the Design Professional of Record, for the use of such opinions or for its election to not use such opinions in its responses to the originator of a subject document.

These optional services may also include preparation of "record document" specifications, based on information provided to iBIM by BRS at the conclusion of the construction phase of the Project. Since the time required to prepare this document cannot be quantified with certainty at this time, the fee amount quoted below is considered a "budget", which will not be exceeded without prior written consent of BRS.

Optional additional procurement and construction phase services will be provided according to iBIM's hourly rates, established by written agreement between iBIM and BRS.

FEE PROPOSAL

Based on the description of required services and other provisions contained in this Proposal and Agreement, iBIM proposes to provide building information consultation services for the following fees:

Basic Services:

• Architectural Construction Specifications:	$ 8,000.00
• Structural Construction Specifications:	$ 900.00
• Geotechnical-related Earthwork and Paving Construction Specifications:	$ 600.00
• Coordinate Consultant Specifications with Architectural Specifications:	Included
TOTAL	**$ 9,500.00**

Optional Services:

• Additional Procurement and Construction Phase Services:	Hourly Max. $ 1,800.00
• Record Documents:	Hourly Max. $ 1,800.00

For Optional Services, or if any other additional services are required, they are available at a negotiated lump sum or at the Calendar Year 2026 hourly rates listed below. The hourly rates are subject to modification after 12 months from the date of this Proposal and Agreement letter:

- Gregory Markling – Senior Consultant: $ 200.00/hr
- Administrative Support: $ 50.00/hr
- Reimbursable Expenses (Budget): $ 200.00
  Includes mileage (at prevailing Government rate), out-of town travel, printing and other related expenses; itemized and supported by receipts and logs, etc.

The fee amounts itemized in this Proposal and Agreement are valid for 30 days from this Proposal date, unless accepted in writing for an Agreement. After 30 days, fee amounts may be subject to adjustment. If certain fee amounts are subject to retainage (incomplete monthly payments), this Proposal may require renegotiation.

Invoices will be submitted monthly during the first week of each month, or on the date required by BRS to facilitate prompt payment, and are due and payable in full within 30 days of receipt. Payments not received within 30 days of invoice date may be cause for iBIM to stop work until payment is received.

CONTRACT LIMITATIONS

iBIM is responsible for only those consulting services which are specifically enumerated as included in this Proposal and Agreement. iBIM is performing these services as an independent consultant under the direct supervision of BRS as the Design Professional of Record. iBIM is not performing these services as a design professional, and makes no guarantee or warranty that the work product will be complete or error-free in all respects.

iBIM's Agreement with BRS cannot be assigned to another entity without the written consent of iBIM.

iBIM carries and will endeavor to maintain professional liability insurance in the amount of $1,000,000 per occurrence, with a $1,000,000 aggregate limit. Liability for any alleged errors or omissions in iBIM's work product or other services it performs is limited $250,000, or to the amount available under the terms and conditions of its professional liability insurance policy upon the date of settlement of any claim, whichever is the lesser amount.

ACCEPTANCE

Upon your review and approval of this Proposal and Agreement, please sign a copy of this Agreement and transmit an electronic copy to this office. Please retain a copy for your records.

[See next page]

iBIMsolutions, llc sincerely appreciates the opportunity to provide these services to BRS Architecture, and we look forward to working with you on this exciting project.

Sincerely,
iBIMsolutions, llc

Gregory J. Markling, FCSI, SCIP, NCARB, CCS, CCCA, LEED AP BD+C
Member-President

Signature of Acceptance:

By: _____ Date: _____
With authority for and on behalf of BRS Architecture

RESOLUTION NO. 2025-27

WHEREAS, the City currently owns the former Hometown Cinema facility ("Facility"), located at 120 W MLK Industrial Blvd, in the City of Lockhart, Caldwell County, Texas; and

WHEREAS, the City has determined that the Facility should be renovated to serve as a Recreation Center ("Center"); and

WHEREAS, City Staff completed a Request for Qualifications ("RFQ") process and selected BRS Architecture as the recommended firm to design and construct the Center; and

WHEREAS, the City has lawfully available funds to construct and operate the Facility.

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

Section 1. All of the above recitals are hereby found to be true and correct legislative findings of the City Council of the City of Lockhart (the "City Council"), and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Section 2. The City Council approves an agreement with BRS Architecture to conduct a Feasibility Study for the design, construction, and operation of the Center, as well as a potential future Recreation Facility.

Section 3. The Mayor is authorized to execute said agreement and any documents in connection therewith.

Section 4. The City Council authorizes the City Manager to negotiate a contract with BRS Architecture for the development and construction of the Center upon the completion of the feasibility study, and return said contract to City Council for approval.

Section 5. The City Council hereby finds and determines that sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted as a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Texas Open Meetings Act, contained in Chapter 551 of the Texas Government Code, as amended, and that this meeting was open to the public and the subject matter of this Resolution and its contents have been discussed, considered and formally acted upon by the City Council. Further, the City Council ratifies, approves and confirms such written notice and the contents and posting thereof, and the foregoing fully complied with all applicable law.

Section 6. If any part of this Resolution is ever declared invalid or unenforceable for any reason, the remainder of this Resolution shall remain in full force and effect.

Section 7. This Resolution shall be effective from and after its passage by the City Council.

PASSED AND APPROVED by the City Council of the City of Lockhart, Texas, the 2nd day of September 2025.

CITY OF LOCKHART TEXAS

Lew White

Lew White, Mayor

ATTEST:

Julie Bowermon

Julie Bowermon, City Secretary

APPROVED AS TO FORM:

Bradford E. Bullock, City Attorney

BARKER RINKER SEACAT
ARCHITECTURE

LOCKHART RECREATION CENTER

INTRODUCTIONS - YOUR TEAM

JASON
RINGDAHL

ARCHITECT

PRINCIPAL-IN-CHARGE

BARKER RINKER SEACAT ARCHITECTURE

MARY
SCHAMBACH

PROJECT MANAGER

BARKER RINKER SEACAT ARCHITECTURE

MICK
MASSEY

PLANNER/PROGRAMMING

TEXAS REGIONAL DIRECTOR

BARKER RINKER SEACAT ARCHITECTURE

LANDSCAPE ARCHITECT:

halff

OPERATIONS:

BALLARD*KING & ASSOCIATES LTD
Recreation Planning and Operations Consultants

COST ESTIMATOR:

BLUNDALL ASSOCIATES, INC.

BARKER RINKER SEACAT ARCHITECTURE

* ALL TEAM MEMBERS ARE ALSO ON THE OUTDOOR AQUATICS PROJECT

BRS FIRM BACKGROUND

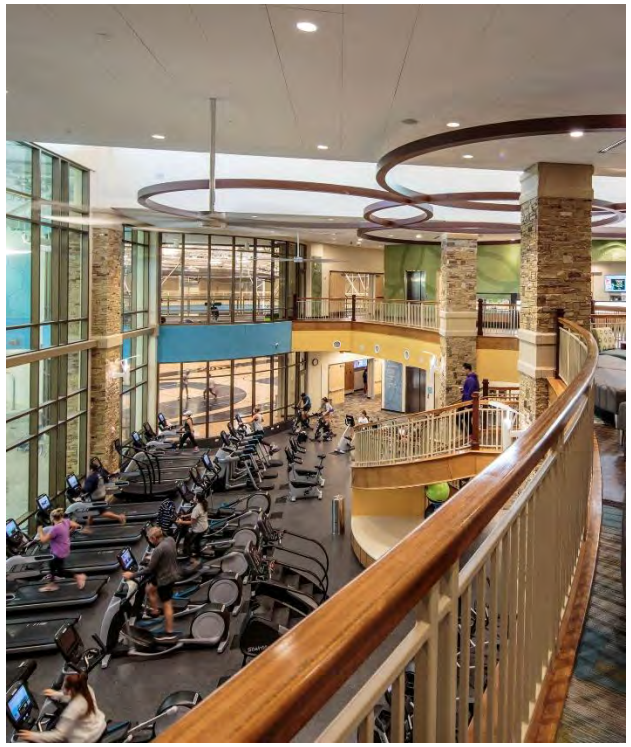
50 YEARS OF CONTINUOUS PRACTICE
COMMUNITY RECREATION EXPERTISE

350+ COMMUNITIES ASSISTED
PUBLIC RECREATION PROJECTS NATIONWIDE

90% OF OUR WORKLOAD & EXPERIENCE IS IN
RECREATION & AQUATIC DESIGN

20-30 ENGAGEMENTS A YEAR AT RECREATION
CONFERENCES & PUBLIC SPEAKING

1.5M MILLION SQUARE FEET DATABASE OF
RECREATION FACILITIES BENCHMARKING



RECREATION IS OUR FOCUS

BENCHMARK NETWORK
RECREATION

20 BRS FACILITIES
ANNUAL SURVEY

10 states

1.5 M sq. ft.

REC CAMP

7TH ANNUAL CONFERENCE IN 2025
COMMUNITY, ARCHITECTURE, MANAGEMENT, PLANNING

4 sessions

7 tours

TEXAS RECREATION & PARK SOCIETY

9 RECREATION CONFERENCES IN 2024
8 ARTICLES IN 2024

11 presentations

8 publications

UNT

PILOT STUDY
HOW PUBLIC REC AFFECTS PRIVATE FITNESS

9 communities

7 events

WHY BRS & THIS TEAM?

RECREATION IS A PRIORITY FOR LOCKHART

Top Priorities

#1 CONSTRUCT A NEW AQUATICS FACILITY (INDOOR/OUTDOOR)
34% VOTED AS TOP PRIORITY

#2 IMPROVEMENTS / MAINTENANCE OF EXISTING PARKS AND RECREATION FACILITIES
23% VOTED AS TOP PRIORITY

#3 DEVELOPMENT OF NEW INDOOR FACILITIES
13% VOTED AS TOP PRIORITY

Desired Park Types

#1 INDOOR FACILITIES, #2 OPEN SPACE/TRAILS, #3 LINEAR PARKS

MOST DESIRED

LEAST DESIRED

#4 SPECIAL USE PARKS, #5 LARGE PARKS, #6 SMALL PARKS

INDOOR RECREATION CENTER

CREATING THE CITY'S FIRST RECREATION CENTER

The community voiced a desire for an indoor recreation facility. A recreation center would best serve the community as a partnership between the City, Caldwell County, and the Lockhart ISD. As such, it is recommended that the three organizations partner to proceed with a feasibility study and locational analysis for the complex. The study should evaluate financial feasibility today and into the future, the best location for the development, and staffing and organizational structure options. The study should also evaluate the potential to allow sufficient space for a future expansion to include an indoor swimming center.

San Marcos Recreation Center

INDOOR REC CENTER PLANNING OPPORTUNITIES

- Strong demographic alignment for **family-focused, multi-use recreation**.
- High potential for **swimming**, **walking**, and **fitness-related use**—especially **unstructured activities**.
- **Price sensitivity** is a concern, but **community demand** and participation potential are present.
- A new indoor recreation center could provide:
  - **Flexible gymnasium** space
  - **Fitness** and **multi-purpose rooms**
  - **Affordable**, unstructured recreation for a wide range of age groups
  - Warm water leisure/therapy pool

Why a Feasibility Study?

COMMUNITY DRIVEN = COMMUNITY BUY-IN

PLAN FOR NOW AND THE FUTURE

INFORMED DECISION MAKING WITH EVIDENCE-BASED DATA

BALANCED SYSTEM = AVOID DUPLICATE PROGRAMMING

STRATEGIC ALIGNMENT OF SHORT- AND LONG-TERM GOALS

DUE DILIGENCE = STAKEHOLDER TRUST

ENHANCED FINANCIAL VIABILITY

HOMETOWN
CINEMAS
There's No Place Like Hometown
OPEN
NO PARKING

SYSTEM-WIDE APPROACH

Opportunity to Study Current & Future Recreation Needs Together

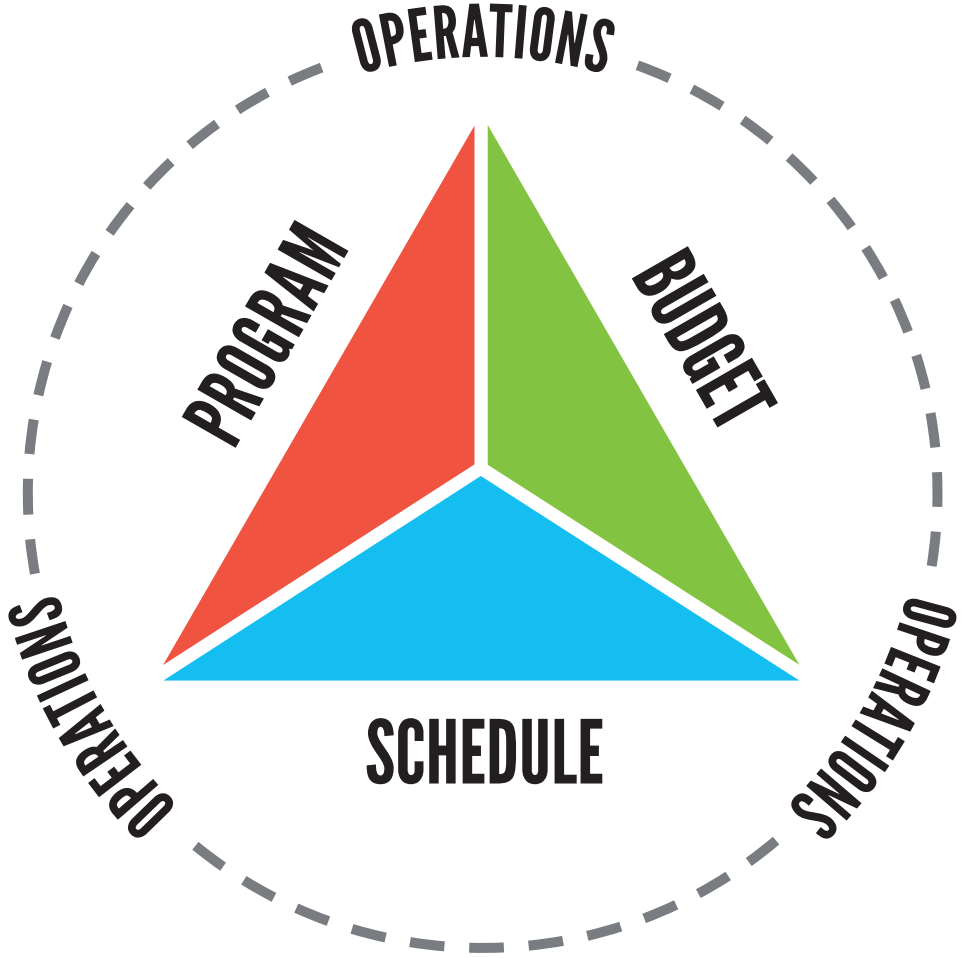
SITE FOR A FUTURE REC CENTER ADJACENT TO AQUATICS CENTER

SITE OF NEW REC CENTER

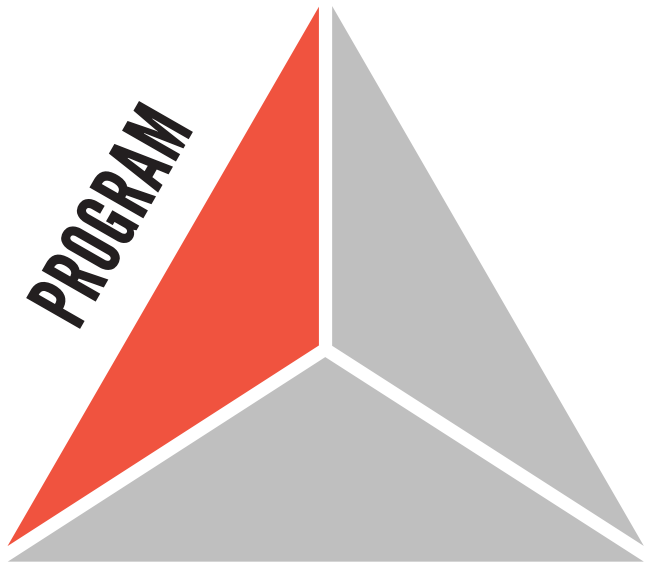
FUTURE
RECREATION
CENTER
AQUATIC
CENTER

FINDING

THE RIGHT BALANCE



PROGRAM



COMMUNITY ENGAGEMENT

MANAGING EXPECTATIONS

ACTIVITY CAPACITY EXPERIENCE

Interactive Programming Input from the Community

PEOPLE

Who are the people of Lockhart and how do they want to be perceived?

PLACE

Where do people live, work and play? Tell us about landmarks of interest and places of pride.

PACE

What experiences are you looking for and what is your pace of life?

1. HOW DO YOU DESCRIBE WHERE YOU LIVE WHEN YOU ARE **AWAY** FROM HOME?
2. WHAT PLACES OR EVENTS MUST VISITORS EXPERIENCE WHEN THEY ARE **HERE**?
3. **WHY** DO YOU LIVE HERE?
4. HOW DO YOU WANT TO **BE** PERCEIVED AS A COMMUNITY?
5. HOW DO YOU **NOT** WANT TO **BE** PERCEIVED AS A COMMUNITY?

WISH LIST OF POSSIBILITIES

Competition swim

Indoor volleyball

Spin classes

Training pool

Dance classes

Senior Activities

Ninja course

Acting classes

Aquatic basketball

Pilates

Childcare

Basketball

Weddings/events

Rock climbing

Yoga

Pickleball

Art classes

Cooking classes

E-sports

Outdoor fitness

Splash pad

Walk/jog track

Aquatic volleyball

Slides

SORTING THE WISH LIST

AQUATIC CENTER

Competition swim

Water play feature

Training/Therapy pool

Ninja course

Aquatic basketball

Aquatic volleyball

Slides

TEMPORARY REC CENTER

Walk/jog track

Spin classes

Basketball

Indoor volleyball

Childcare

Yoga

Senior Activities

Pickleball

Pilates

FUTURE REC CENTER

Rock climbing

Outdoor fitness

Cooking classes

E-sports

Art classes

Dance classes

Acting classes

Weddings/events

Splash pad

Walk/jog track

Gymnasium

PROCESS

BASE PROJECT NEEDS

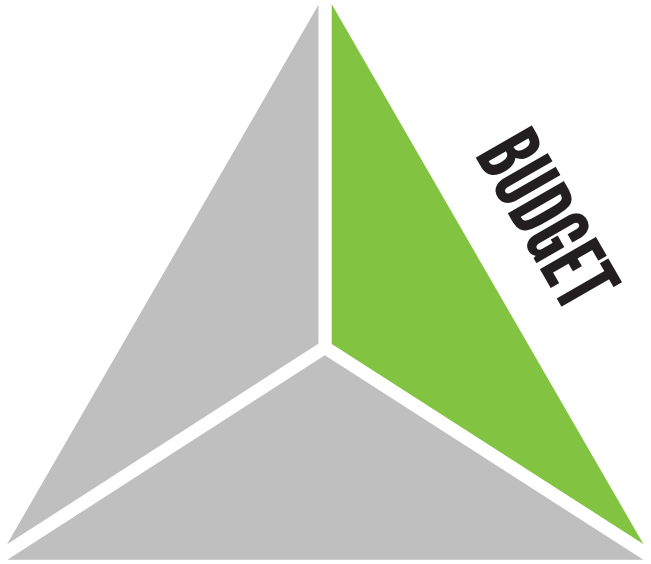
+

WISH LIST

PRIORITIZATION

Align with budget

BUDGET



“LIVE” ESTIMATING PROCESS

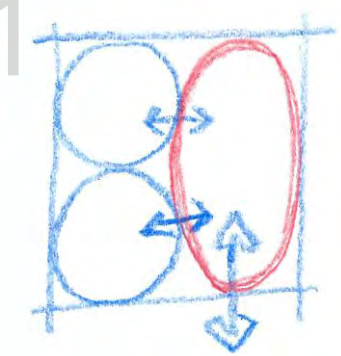
MANAGING EXPECTATIONS

CONTINUOUS ESTIMATING → SD ESTIMATE

CONTINUOUS ESTIMATING → DD ESTIMATE

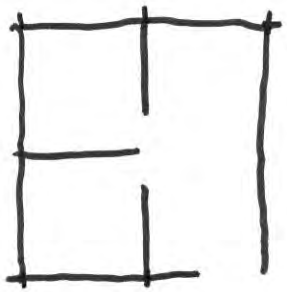
CONTINUOUS ESTIMATING → CD ESTIMATE

1



ASSESSMENT

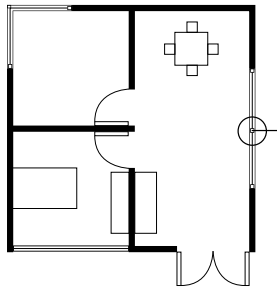
2



SCHEMATIC DESIGN

(SD)

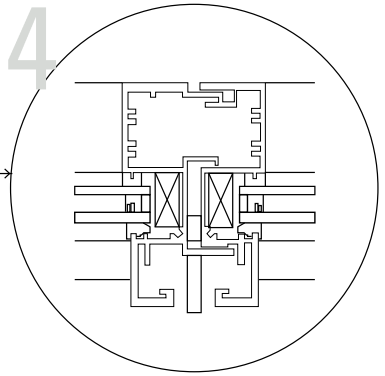
3



DESIGN DEVELOPMENT

(DD)

4



CONSTRUCTION DOCUMENTS

(CD)

5

CONSTRUCTION

VALUE-BASED DECISIONS

Aesthetics
Durability
Life-cycle Cost
Sustainability

TOTAL PROJECT COSTS

HARD COSTS

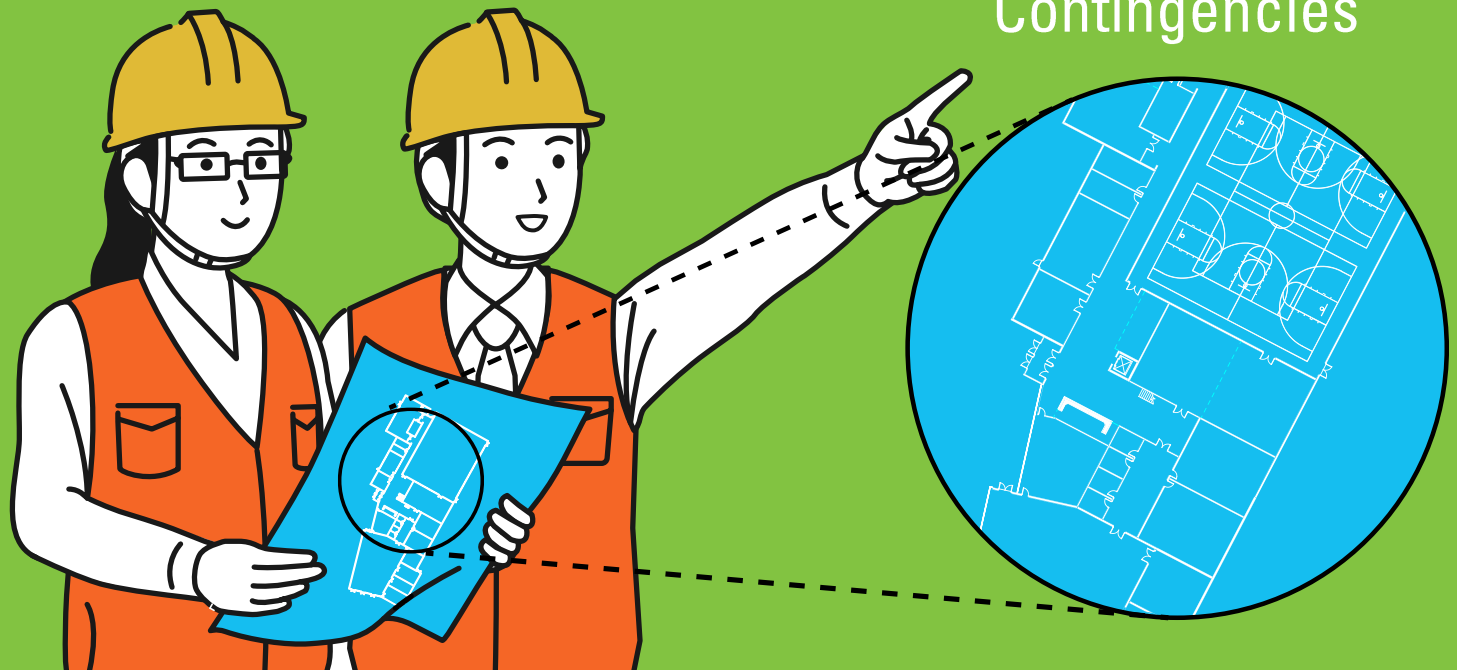
Construction
Material
Labor

SOFT COSTS

Design Fees
Development Fees
Equipment Mgmt Fees
Permitting
Contingencies

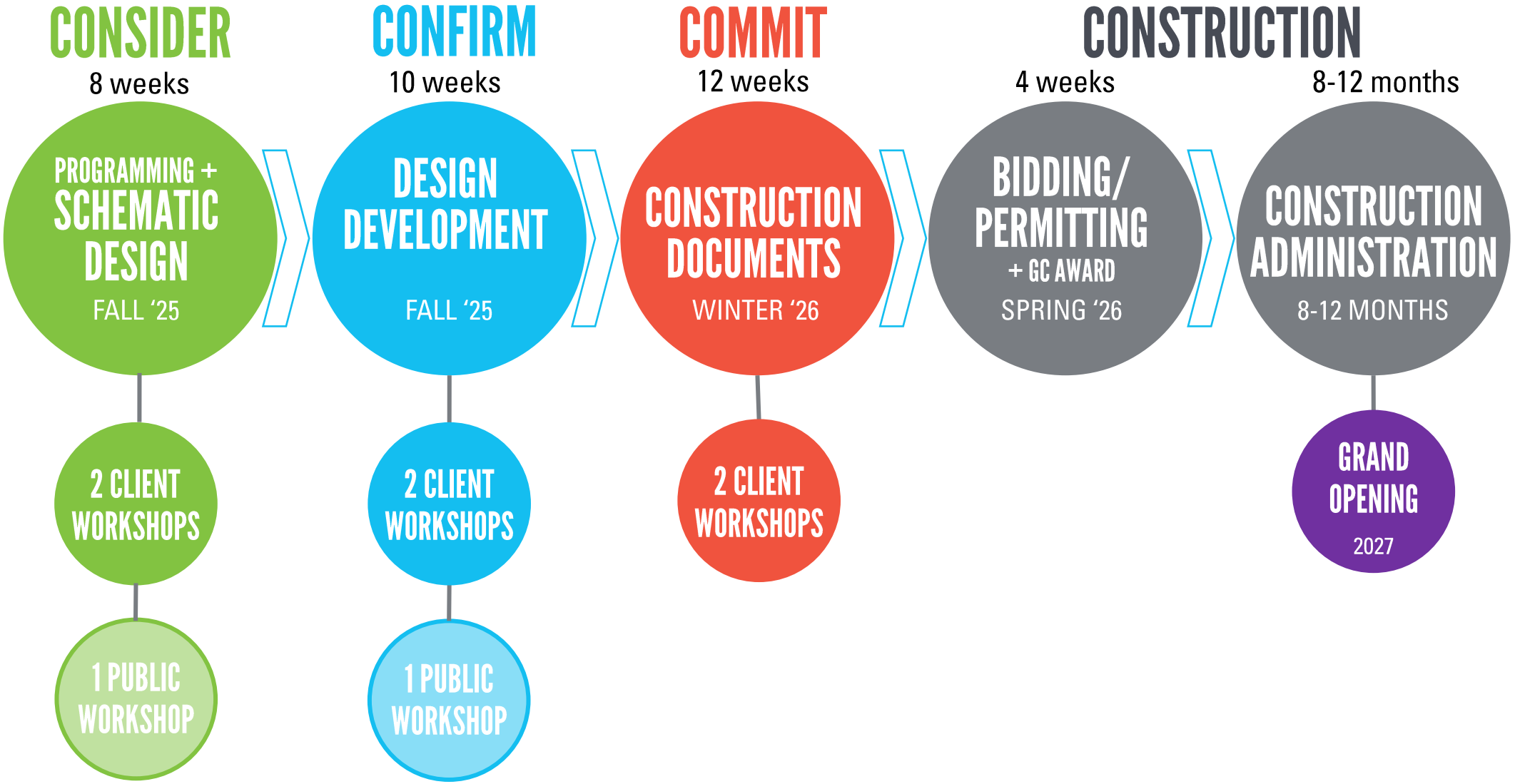
ESCALATION

Impact of Time



SCHEDULE

SCHEDULE



TOTAL DURATION = 16-20 MONTHS

THE 3 C'S

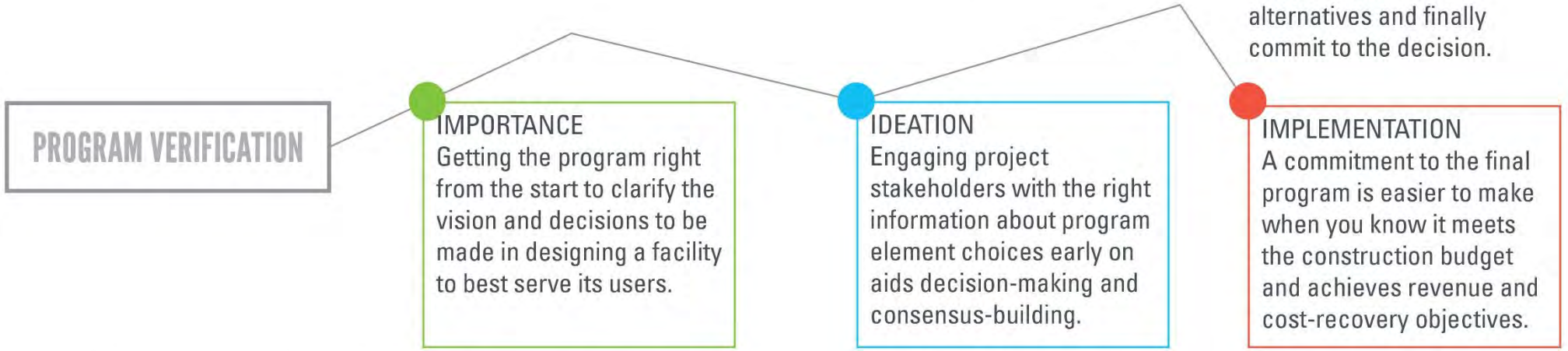
CONSIDER. CONFIRM. COMMIT.®

THE RIGHT DECISIONS AT THE RIGHT TIME WITH THE RIGHT INFORMATION

The first step is the "Consider" stage where we introduce the team to a decision point, be it a material choice or an alternative design approach.

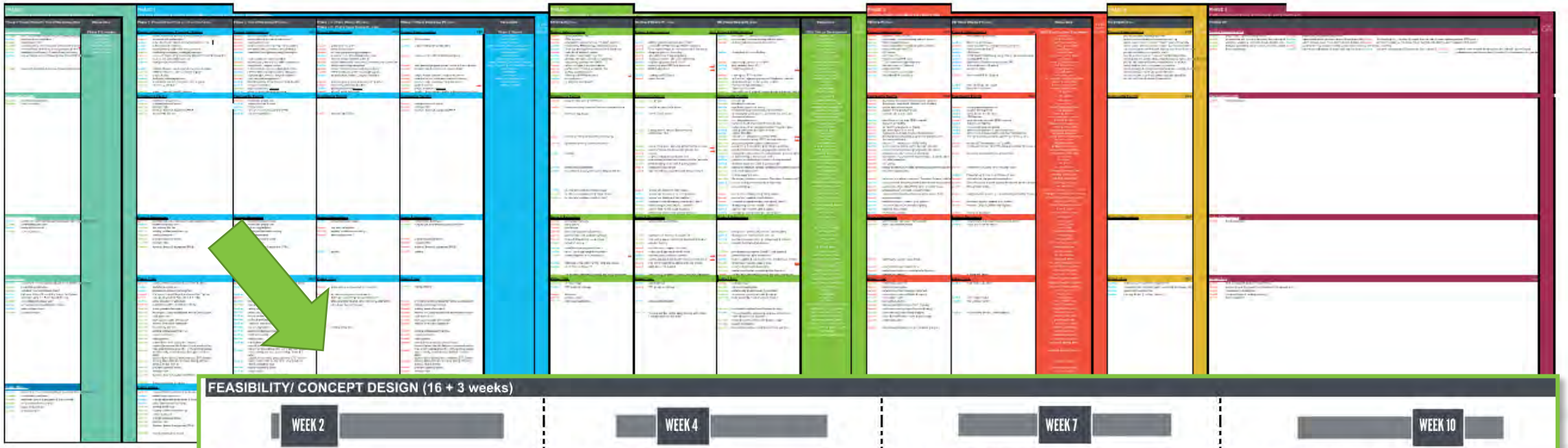
At the next workshop we will discuss the issue in depth, having had some time to understand the implications of the decision and "Confirm" the decision.

The following meeting we would "Commit" to the decision. This allows the client and the community to have enough time to fully understand the issues, research and consider alternatives and finally commit to the decision.



The three decision-making stages of the Owner's Decision Matrix.

OWNER'S DECISION MATRIX (ODM)

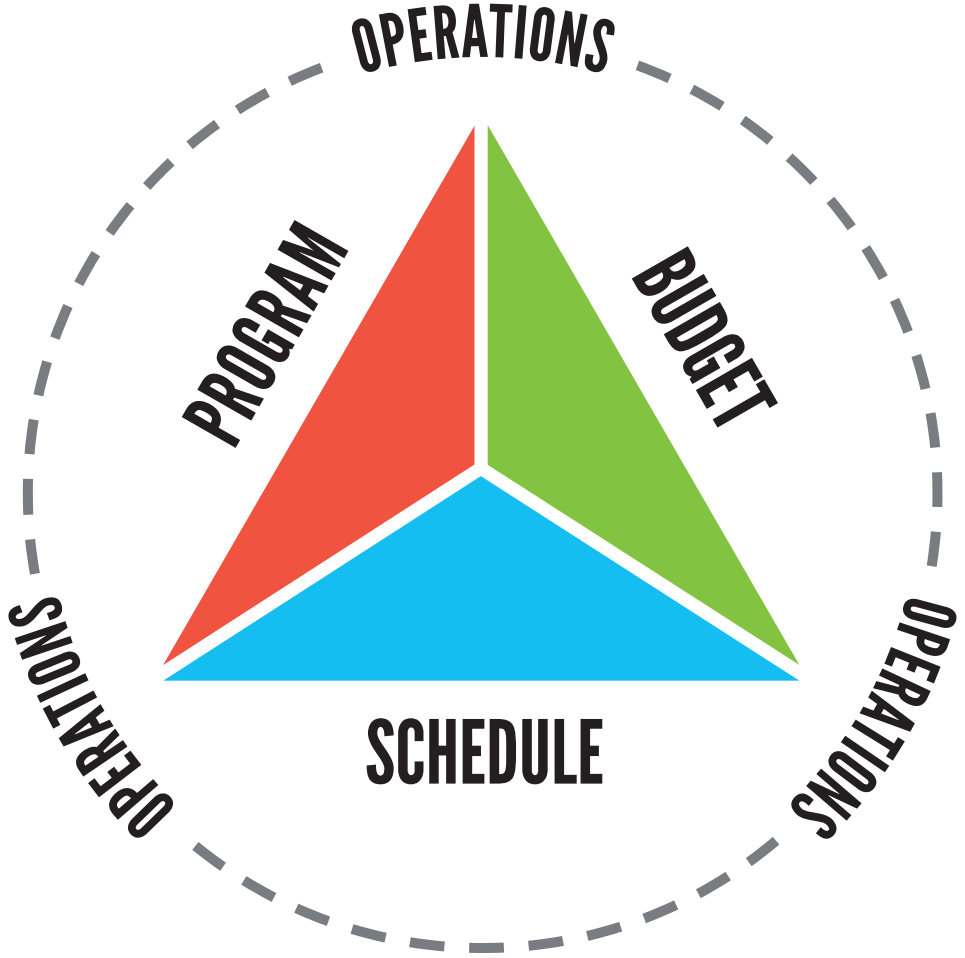


FEASIBILITY/ CONCEPT DESIGN (16 + 3 weeks)

WEEK 2 | WEEK 4 | WEEK 7 | WEEK 10

Feasibility Kickoff (date)		Feasibility Workshop #1 (date)		Feasibility Workshop #2 (date)		Feasibility Workshop #3 (date)	
Consultant Attendees:		Consultant Attendees:		Consultant Attendees:		Consultant Attendees:	
Project Administration	REF	Project Administration	REF	Project Administration		Project Administration	
Consider	client decision makers	Confirm	client decision makers	Commit	client decision makers		
Consider	conducting a focus group meeting	Commit	conducting a focus group meeting				
Confirm	public meeting schedule	Commit	public meeting #1	Commit	public meeting #2		
Consider	stakeholder group involvement	Confirm	stakeholder group involvement	Commit	stakeholder group involvement		
Consider	scope of site survey and procurement	Confirm	scope of site survey and procurement	Commit	scope of site survey and procurement		
Consider	soil information/Geotech start					Confirm	soil information/ Geotech in progress
Confirm	CMGC interview/selection process	Commit	CMGC interview/selection process				
Consider	card game	Commit	card game				
Consider	touring existing facilities	Commit	touring existing facilities				
Consider	defining guidelines	Confirm	defining guidelines	Commit	defining guidelines		
Consider	Phase I or II environmental impact /asbestos report	Confirm	Phase I or II environmental impact /asbestos report	Commit	Phase I or II environmental impact /asbestos report	Confirm	start of Phase I or II environmental impact
Consider	mission/vision statement draft + values	Confirm	mission/vision statement draft + values	Commit	mission/vision statement draft + values		
Consider	sustainable goals	Confirm	sustainable goals	Commit	sustainable goals		
Consider	site plan options	Confirm	site plan options			Commit	site plan

OPERATIONS


OPERATIONS
PROGRAM
BUDGET
SCHEDULE
OPERATIONS
OPERATIONS

OPERATIONS

DOING THE MOST WITH THE LEAST

PERFORMANCE

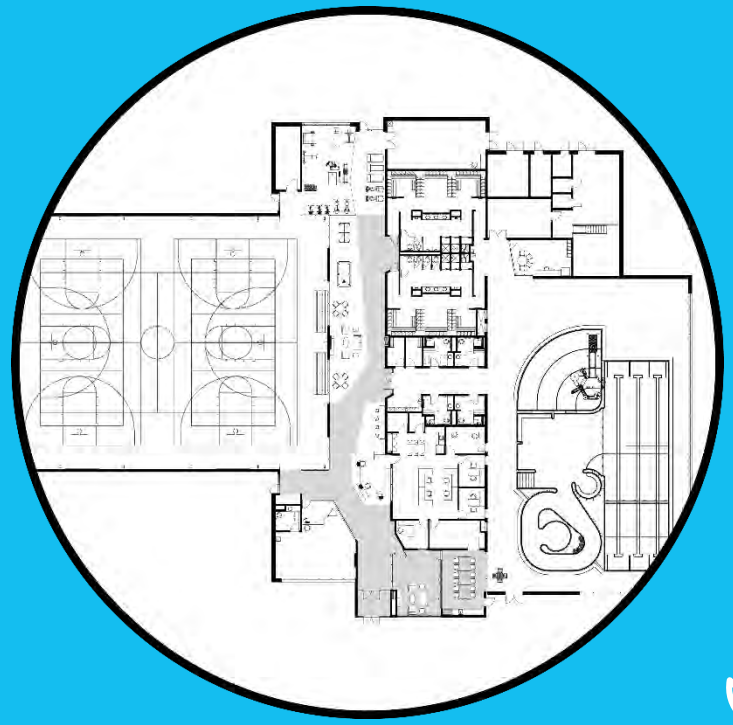
ACCOUNTABILITY

OPERATIONS

STAFFING

COST RECOVERY

HOURS OF OPERATION



FEES & CHARGES

CUSTOMER SERVICE

UTILITIES

SUPPLIES

LOCKHART COMMUNITY DASHBOARD

BIG PICTURE

Population
15,500

5,300
Households

Median Disposable Income
$58,000

INCOME

Median Household Income	Per Capita Income	Median Net Worth
$69K	$31K	$166K

Largest Group
2024 Females Age 30-34
Smallest Group
2024 Males Age 85+

Median Age
39

TAPESTRY LIFEMODES

Middleburg
36%

Front Porches
20%

Rustbelt Traditions
12%

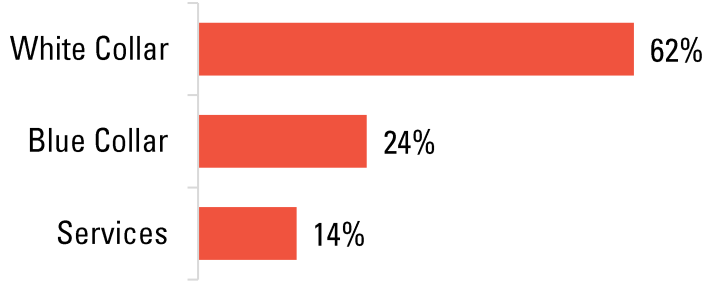
No High School Diploma
12%

42%
High School Graduate

25%
Some College

21%
Bachelor's/Grad/ Prof Degree

EMPLOYMENT



Unemployment Rate
2.4%

Source

COST RECOVERY

01 Agency philosophy

02 Pricing strategies

03 Operational support

04 Inclusivity & equity

BENCHMARK NETWORK

18
centers

7
states

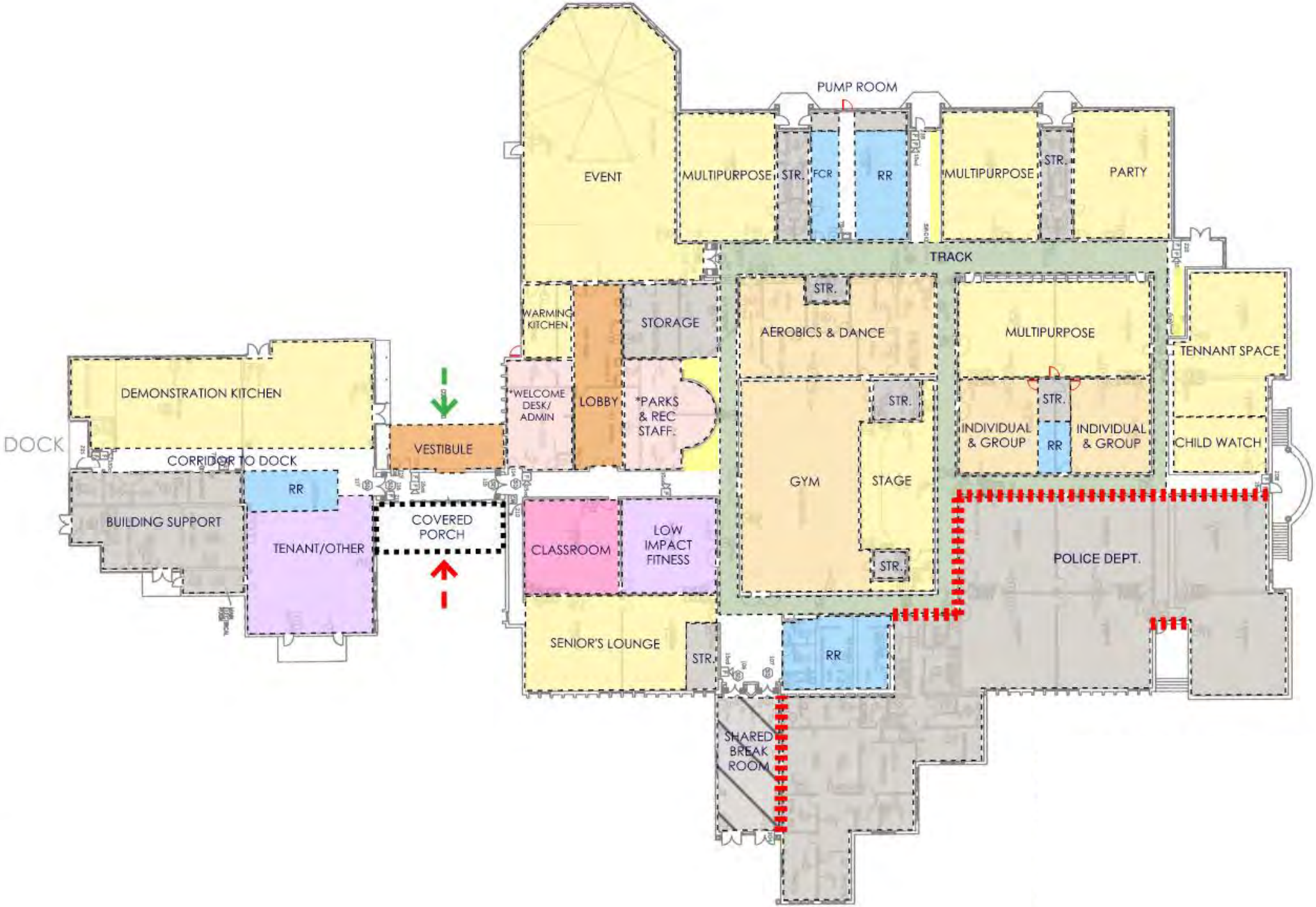
1.6 M
sq. ft.

BENCHMARK NETWORK
RECREATION

SIMILAR PROJECTS & EXPERIENCE

RETROFITTING A SCHOOL

MINT HILL RECREATION CENTER

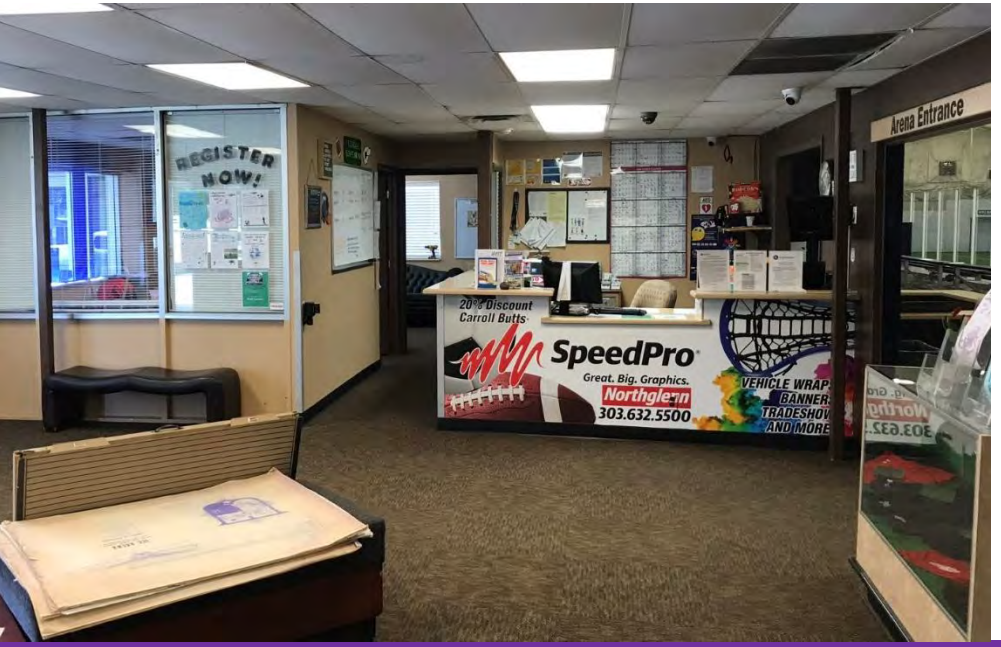

PUMP ROOM
EVENT
MULTIPURPOSE
STR.
FCR
RR
MULTIPURPOSE
STR.
PARTY
TRACK
STR.
AEROBICS & DANCE
MULTIPURPOSE
TENNANT SPACE
WARMING KITCHEN
STORAGE
DEMONSTRATION KITCHEN
*WELCOME DESK/ ADMIN
LOBBY
*PARKS & REC STAFF.
STR.
STR.
INDIVIDUAL & GROUP
RR
INDIVIDUAL & GROUP
CHILD WATCH
DOCK
CORRIDOR TO DOCK
VESTIBULE
GYM
STAGE
STR.
RR
BUILDING SUPPORT
TENANT/OTHER
COVERED PORCH
CLASSROOM
LOW IMPACT FITNESS
STR.
POLICE DEPT.
SENIOR'S LOUNGE
STR.
RR
SHARED BREAK ROOM

BARKER RINKER SEACAT ARCHITECTURE

BARKER RINKER SEACAT ARCHITECTURE

METAL BUILDING RETROFIT

HYLAND HILLS SPORTS CENTER



BEFORE

BARKER RINKER SEACAT ARCHITECTURE

HYLAND HILLS SPORTS CENTER

Sports Center
FDC

BARKER RINKER SEACAT ARCHITECTURE

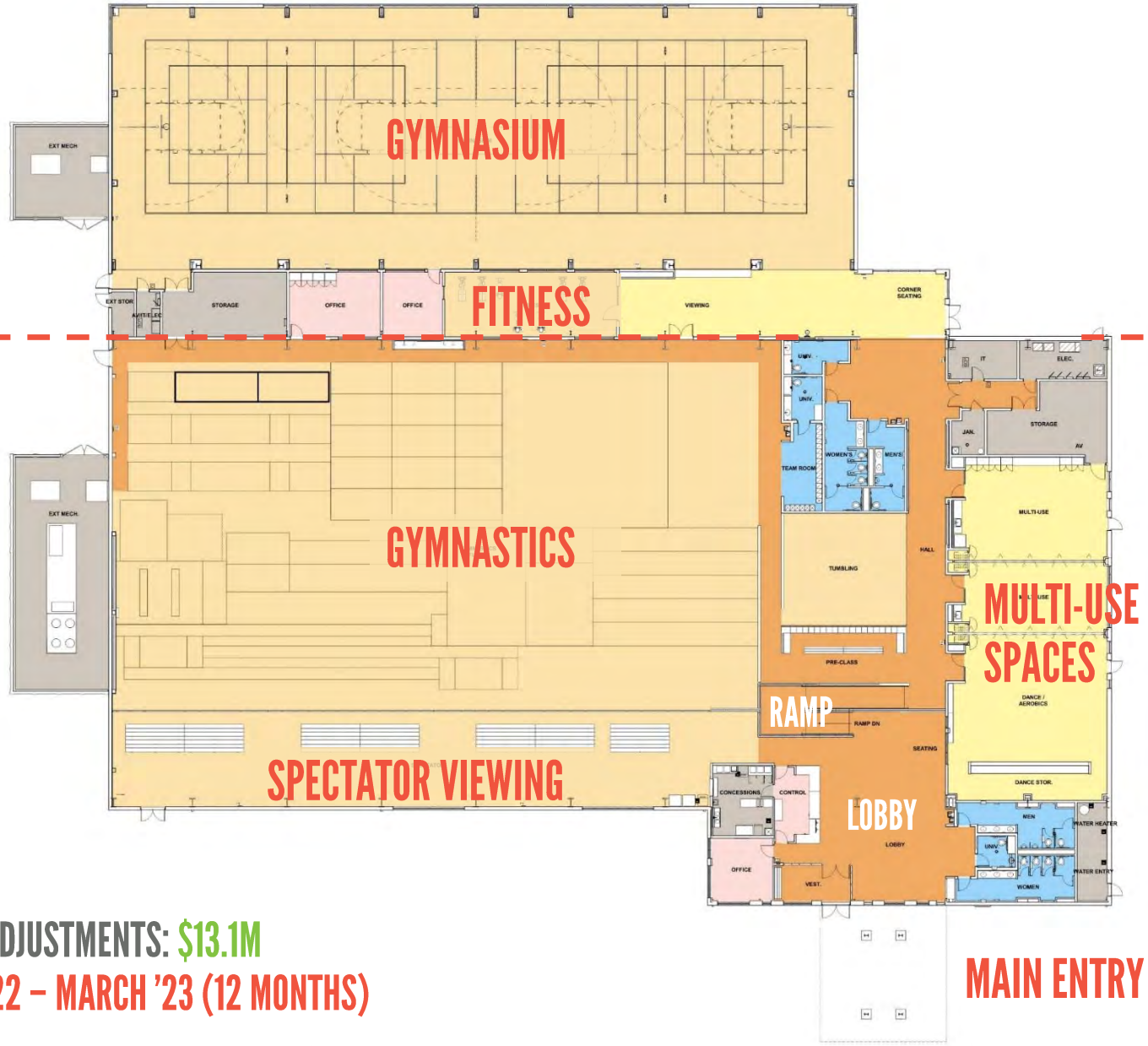
HYLAND HILLS SPORTS CENTER

AFTER

BARKER RINKER SEACAT ARCHITECTURE

HYLAND HILLS SPORTS CENTER

FLOOR PLAN



OVERALL AREA: 49,500 SF

GMP AFTER DESIGN REFINEMENT & ADJUSTMENTS: $13.1M

CONSTRUCTION SCHEDULE: MARCH '22 – MARCH '23 (12 MONTHS)

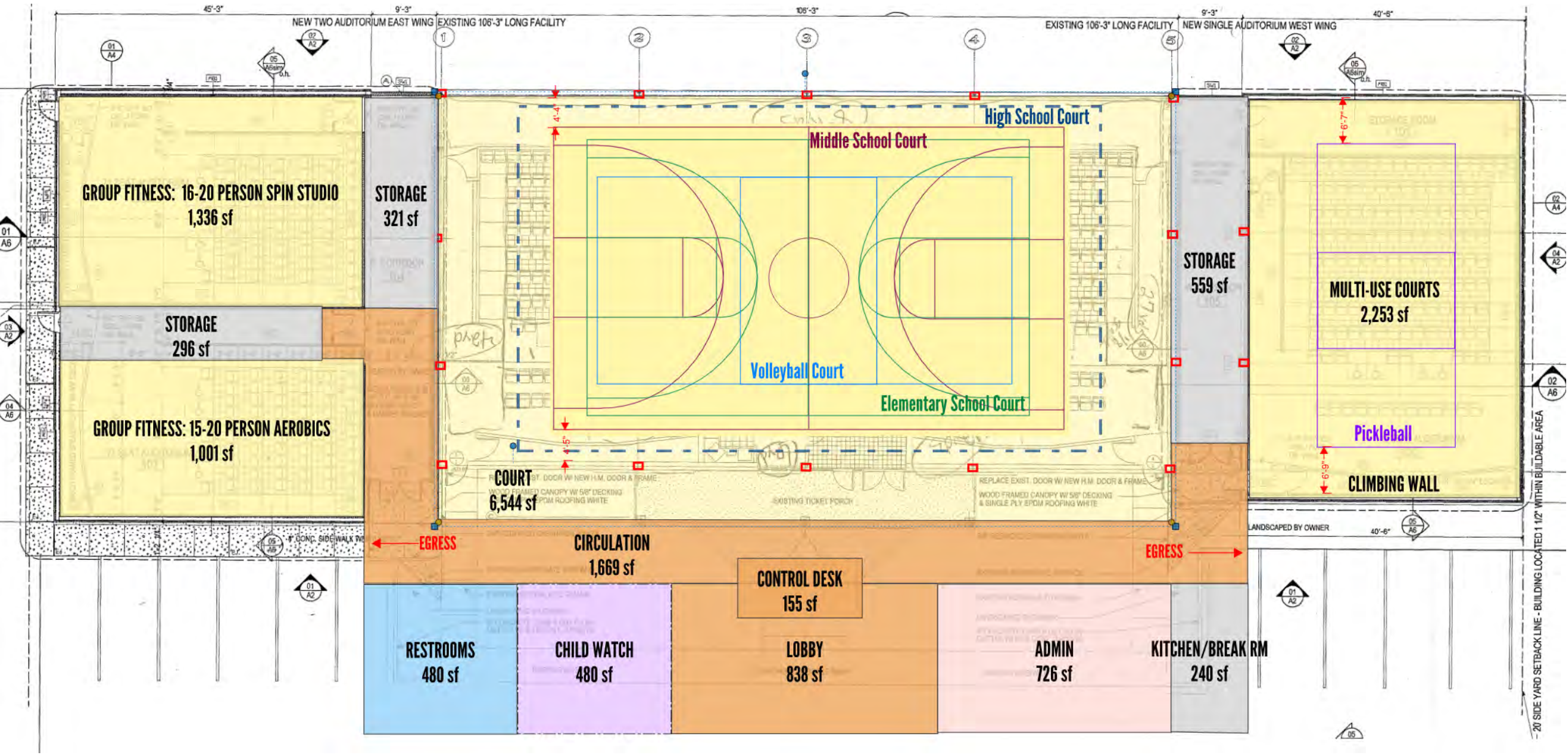
FLEXIBLE GYM SPACES

THE CORE (HOBBS, NM)

STAFF

DIGITAL PLAY

YOUR PROJECT

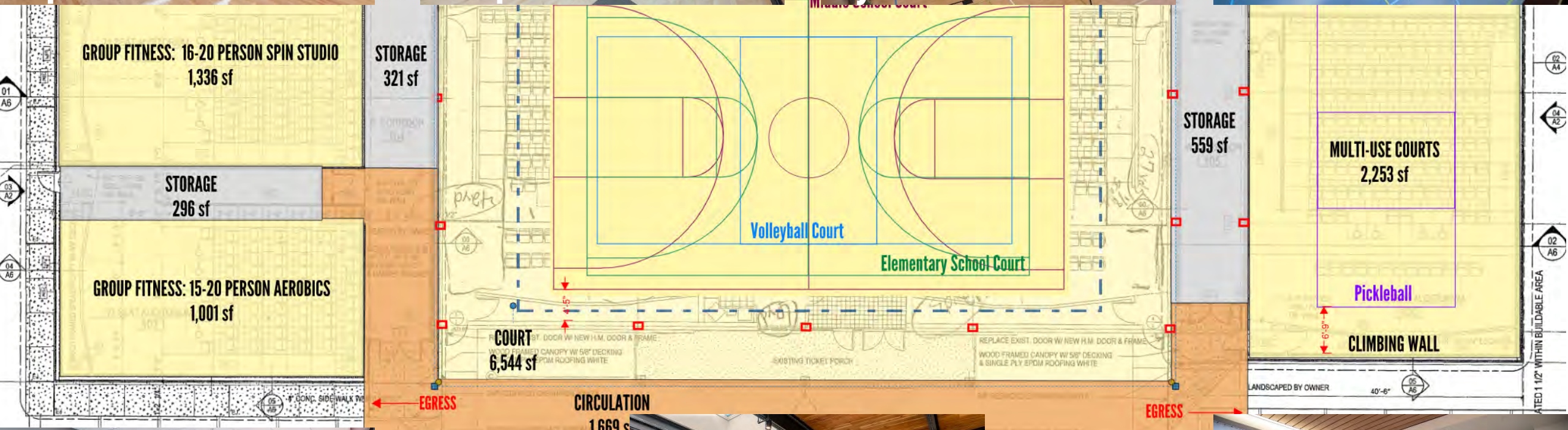

NEW TWO AUDITORIUM EAST WING
EXISTING 106'-3" LONG FACILITY
EXISTING 106'-3" LONG FACILITY
NEW SINGLE AUDITORIUM WEST WING
GROUP FITNESS: 16-20 PERSON SPIN STUDIO
1,336 sf
STORAGE
321 sf
STORAGE
296 sf
GROUP FITNESS: 15-20 PERSON AEROBICS
1,001 sf
High School Court
Middle School Court
Volleyball Court
Elementary School Court
COURT
6,544 sf
STORAGE
559 sf
MULTI-USE COURTS
2,253 sf
Pickleball
CLIMBING WALL
EGRESS
CIRCULATION
1,669 sf
EGRESS
CONTROL DESK
155 sf
RESTROOMS
480 sf
CHILD WATCH
480 sf
LOBBY
838 sf
ADMIN
726 sf
KITCHEN/BREAK RM
240 sf
LANDSCAPED BY OWNER
20' SIDE YARD SETBACK LINE - BUILDING LOCATED 1 1/2" WITHIN BUILDABLE AREA

Spin Studio

Group Fitness

Gym

Multi-Use Courts



Child Watch

Lobby

Climbing Wall

Outdoor Courts or Fitness Amenities

We are not building a New recreation center...

We are building a community

WHY OUR TEAM?
THE EXPERTS IN RECREATION
DEEP EXPERIENCE IN METAL BUILDING RETROFITS
COMBINED EFFORTS = TIME & MONEY SAVED
BALANCED DESIGN, OPERATIONS, & BUDGET APPROACH

THANK YOU!
Welcome to
HISTORIC LOCKHART
Welcome to
HISTORIC LOCKHART
SOUTHWEST MUSEUM OF CLOCKS & WATCHES
A.L.B.
1901
BARKER
RINKER
SEACAT
ARCHITECTURE

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: July 21, 2026

AGENDA ITEM CAPTION: Discussion and/or action regarding Resolution 2026-27 authorizing staff to submit a Texas Parks & Wildlife Department Local Park Grant Program application for improvements to Lions Park.

ORIGINATING DEPARTMENT AND CONTACT: Parks & Recreation - Travis Hughes

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION: City Council directed the Parks & Recreation Staff to apply to the Texas Parks & Wildlife Department (TPWD) Local Park Grant Program as a potential funding source for improvements to Lions Park. The Local Park Grant Program provides 50 percent matching grant funds on a reimbursement basis to eligible local governments for the acquisition and development of public park and recreation facilities. Grant-funded projects must remain dedicated for public park use in perpetuity.

City Council has authorized Parks & Recreation staff to apply for the full grant amount of $750,000.00 and will appropriate matching funds if the grant is awarded. The grant application deadline is August 1, 2026, and Texas Parks & Wildlife will announce the awarded recipients in January 2027. Parks & Recreation staff have finalized the project scope to match the proposed total funding amount of $1.5 million.

PROJECT SCHEDULE (if applicable): If awarded, the grant contract with Texas Parks & Wildlife will be executed in June 2027 and a RFQ for design and construction can be issued immediately afterward.

AMOUNT & SOURCE OF FUNDING:
Funds Required:
Account Number:
Funds Available:
Account Name:

FISCAL NOTE (if applicable): A local funding match of $750,000 is required for this project. Funding is anticipated to be provided, in whole or in part, through the City's 2026 Certificates of Obligation and/or unrestricted General Fund balance.

PREVIOUS COUNCIL ACTION: Council directed staff to apply for the Texas Parks & Wildlife Department Local Park Grant at the July 7, 2026 Council Meeting.

COMMITTEE/BOARD/COMMISSION ACTION:

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

STAFF RECOMMENDATION/REQUESTED MOTION: Approve the Resolution

LIST OF SUPPORTING DOCUMENTS: RESOLUTION 2026-27 TP&W Grant Application

RESOLUTION 2026-27

A RESOLUTON OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, HEREINAFTER REFERRED TO AS "APPLICANT," DESIGNATING CERTAIN OFFICIALS AS BEING RESPONSIBLE FOR ACTING FOR, AND ON BEHALF OF THE APPLICANT IN DEALING WITH THE TEXAS PARKS AND WILDLIFE DEPARTMENT, HEREINAFTER REFERRED TO AS "DEPARTMENT," FOR THE PURPOSE OF PARTICIPATING IN THE LOCAL PARK GRANT PROGRAM, HERINAFTER REFERRED TO AS THE "PROGRAM'; CERTIFYING THAT THE APPLICANT IS ELIGIBLE TO RECEIVE PROGRAM ASSISTANCE; CERTIFYING THAT THE APPLICANT MATCHING SHARE IS READILY AVAILABLE; AND DEDICATING THE PROPOSED SITE FOR PERMANENT PUBLIC PARK AND RECREATIONAL USES.

WHEREAS, the Applicant is fully eligible to receive assistance under the Program; and

WHEREAS, the Applicant is desirous of authorizing an official to represent and act for the Applicant in dealing with the Department concerning the Program;

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

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

SECTION 1. That the Applicant hereby certifies that they are eligible to receive assistance under the Program, and that notice of the application has been posted according to local public hearing requirements.

SECTION 2. That the Applicant hereby certifies that the matching share for this application is readily available at this time.

SECTION 3. That the Applicant hereby authorizes and directs the Parks & Recreation Director to act for the Applicant in dealing with the Department for the purposes of the Program, and that the Parks & Recreation Director is hereby officially designated as the representative in this regard.

SECTION 4. The Applicant hereby specifically authorizes the official to make application to the Department concerning the site to be known as the Lions Park in the City of Lockhart for use as a park site and is hereby dedicated for public park and recreation purposes in perpetuity.

SECTION 5. The City Council hereby finds and determines that sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted in a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Texas Open Meetings Act, contained in Chapter 551 of the Texas Government Code, as amended, and that this meeting was open to the public and the subject matter of this Resolution and its contents have been discussed, considered and formally acted upon by the City Council. Further, the City Council ratifies, approves and confirms such written notice and the contents and posting thereof, and the foregoing fully complies with all applicable law.

SECTION 6. If any part of this Resolution is ever declared invalid or unenforceable for any reason, the remainder of this Resolution shall remain in full force and effect.

SECTION 7. This Resolution shall be effective from and after its passage by the City Council.

PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, ON THIS THE 21st DAY OF JULY 2026.

CITY OF LOCKHART

_____
Lew White, Mayor

Attest:

_____
Julie Bowermon, City Secretary

APPROVED AS TO FORM:

_____
Brad Bullock, City Attorney

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: July 21, 2026

AGENDA ITEM CAPTION: Discussion and consideration of a proposal to assign recently-annexed areas comprising 226.181 acres to a City Council district and discuss Ordinance 2026-28, adopting revised City Council boundaries.

ORIGINATING DEPARTMENT AND CONTACT: Development Services - David Fowler

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: The subject properties, comprising approximately 226.181 acres located south and east of the intersection of FM 1322 and Seawillow Road, were annexed on May 6, 2025 and May 5, 2026. These areas have not yet been incorporated into one of the single member City Council districts. As the parcels are both contiguous with Council District 4, that would be the most sensible City Council district in which to place the properties. The parcels are the sites of two planned residential developments that have yet to begin house construction, so no voters currently reside on the properties, leaving the population balance of the single-member Council districts unchanged.

PROJECT SCHEDULE (if applicable): None.

FISCAL NOTE (if applicable): None

PREVIOUS COUNCIL ACTION: City Council annexed 84.98 acres located at 2500 FM 1322 on May 6, 2005 and 141.2 acres located southeast of the intersection of Seawillow Road and FM 1322 on May 6, 2025.

COMMITTEE/BOARD/COMMISSION ACTION: none

STAFF RECOMMENDATION/REQUESTED MOTION: Approval of Ordinance 2026-28, assigning a total of 230.98 acres south and east of the intersection of FM 1322 and Seawillow Road to City Council District 4.

LIST OF SUPPORTING DOCUMENTS: Ord. 2026-28 Redistricting after annexation, Ordinance 2026-28 Exhibit A Voting Districts 05-05-2026

ORDINANCE 2026-28

AN ORDINANCE OF THE CITY OF LOCKHART, TEXAS, APPROVING THE REDISTRICTING OF THE CITY'S SINGLE-MEMBER CITY COUNCIL DISTRICTS TO INCORPORATE NEWLY ANNEXED AREAS AND ESTABLISHING NEW DISTRICT BOUNDARY LINES FOR LOCKHART CITY ELECTIONS

WHEREAS, on May 6, 2025 and May 5, 2026, the City of Lockhart added new territories to its full-service jurisdiction through annexation, and,

WHEREAS, the newly annexed territory has not been assigned to a city council district; and,

WHEREAS, the City Council has considered the proposed redistricting plan at a City Council meeting and has allowed for public comments,

WHEREAS, the City Council finds that the attached city council district redistricting plan incorporates the newly-annexed areas in the most practical manner possible, to create contiguous City Council districts,

WHEREAS, the City Council finds the attached City Council redistricting plan is in the best interest of the citizens of the City, complies with the adopted redistricting criteria and is believed to comply with all federal and state requirements, and

WHEREAS**,** the City's city limits are changed by the addition of the annexed area, including changing the exterior boundaries of City Council District 4, the boundaries of the City's single-member City Council districts need to be amended as necessary to incorporate the annexed area into the City and into the respective single-member city council district to which it is assigned;

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

I. The foregoing recitals are approved and adopted herein for all purposes.

II. The existing single-member City Council district boundary lines for the City of Lockhart are hereby amended and the new districting plan depicted on the Redistricting Plan Map attached hereto as Exhibit A, defining new districts, is hereby adopted and designated to define the City's four single-member City Council districts from and after the Effective Date; and that the Redistricting Plan Map is incorporated by reference in and made a part of this Ordinance and shall be kept on file in the City Secretary's office.

III. The four single-member City Council districts shall consist of those Caldwell County voting precincts and are within the city limits, and the district boundaries are hereby amended and adopted as the new single-member City Council district boundaries as set out on the attached Redistricting Plan Map.

IV Assignment of annexed areas: The 84.981-acre property annexed May 6, 2025 and the 141.2-acre property annexed May 5, 2026 are hereby assigned to District 4.

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

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

VII. Effective Date: That this ordinance shall become effective and be in full force immediately upon and from the date of its passage.

PASSED, APPROVED, AND ADOPTED AT A REGULAR MEETING OF THE LOCKHART CITY COUNCIL ON THIS THE 21st DAY OF JULY, 2026

CITY OF LOCKHART

_____

Lew White, Mayor

ATTEST:

_____

Julie Bowermon, City Secretary

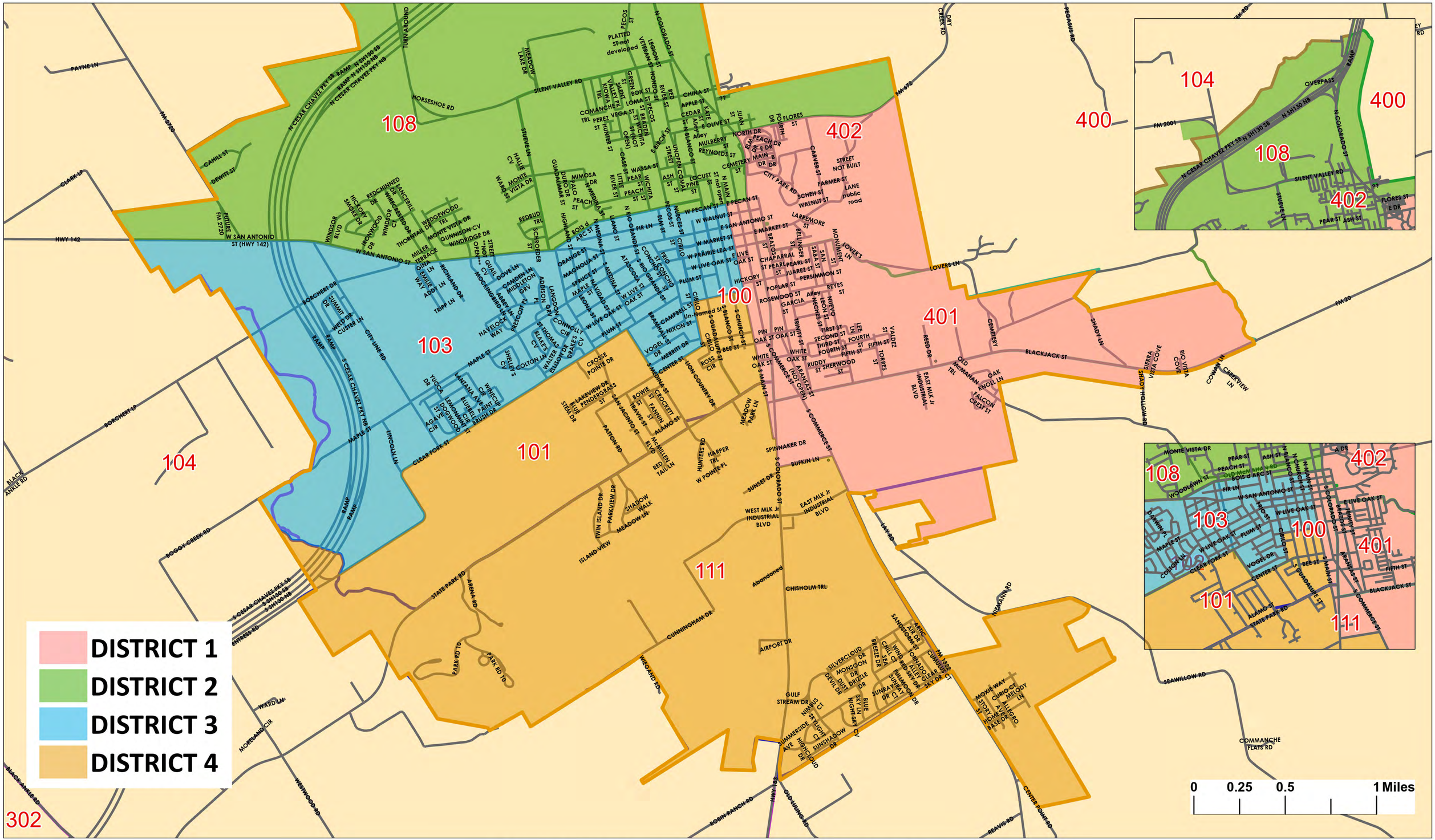
APPROVED AS TO FORM:

_____

Brad Bullock, City Attorney

APPENDIX A

REDISTRICTING PLAN MAP



VOTING DISTRICTS WITHIN CITY LIMITS

SOURCE: CALDWELL COUNTY APPRAISAL DISTRICT AND THE CITY OF LOCKHART

Updated May 5, 2026

CITY OF Lockhart TEXAS

This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the ground survey, and represents only the approximate relative location of property boundaries.