PUBLIC NOTICE

AGENDA

LOCKHART CITY COUNCIL

August 1, 2023

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. Recognition of a $100,000 monetary donation to Dr. Eugene Clark Library in memory of Ronald A. Seeliger. 4-4

B. Discuss SH142 Corridor Study and Preliminary Service Agreement with TRC Engineering for consideration of future improvements along West San Antonio Street from SH130 to US183. 5-18

C. Presentation of the City of Lockhart's FY 2023-2024 Proposed Budget and consider the Lockhart Economic Development Corporation's Budget for Fiscal Year 2023-2024, and set two public hearings on the Fiscal Year 2023-2024 City of Lockhart Proposed Budget. 19-21

D. Discuss Ordinance 2023-12 amending Code of Ordinances, Ch. 10 Animals and Beekeeping, to include a new Section 10-19 Commerce in Live Animals Prohibited in Certain Places. 22-25

E. Discuss Ordinance 2023-13 ordering a General Election on November 7, 2023 for the purpose of electing One Mayor; One Councilmember District 3; and, One Councilmember District 4; providing for Joint Election with Caldwell County; establishing early voting locations and hours; designating City election polling places; and ordering Notice of Election to be given as prescribed by law; and making provision for the conduct of the election. 26-44

7:30 P.M. REGULAR MEETING

1. **CALL TO ORDER**
   Mayor Lew White

2. **INVOCATION, PLEDGE OF ALLEGIANCE**
   Invocation. Pledge of Allegiance to the United States and Texas flags.

3. **PUBLIC COMMENT**

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

4. **DISCUSSION/ACTION ITEMS**

A. Presentation of the City of Lockhart's FY 2023-2024 Proposed Budget and consider approval of the Lockhart Economic Development Corporation's Budget for Fiscal Year 2023-2024, and set two public hearings on the Fiscal Year 2023-2024 City of Lockhart Proposed Budget. 45-47

B. Discussion and/or action to consider Ordinance 2023-12 amending Code of Ordinances, Ch. 10 Animals and Beekeeping, to include a new Section 10-19 Commerce in Live Animals Prohibited in Certain Places. 48-51

C. Discussion and/or action to consider Ordinance 2023-13 ordering a General Election on November 7, 2023 for the purpose of electing One Mayor; One Councilmember District 3; and, One Councilmember District 4; providing for Joint Election with Caldwell County; establishing early voting locations and hours; designating City election polling places; and ordering Notice of Election to be given as prescribed by law; and making provision for the conduct of the election. 52-70

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

- Coffee with a Cop event scheduled for August 14, 7:00 a.m. - 9:00 a.m. at Summer Moon Coffee.
- TRC Engineers have delivered the 100% Construction Plans / Bid Package for final City Review.
- The City's newly formed Aquatics Subcommittee meets on August 4, 4:00 p.m.
- Update from GBRA concerning the Carrizo Groundwater Supply Project.
- Update relative to new shade structures at the Maple Street Splash Pad.
- Public Works Department activities in preparation for the 2023-2024 school year.

6. **COUNCIL AND STAFF COMMENTS - ITEMS OF COMMUNITY INTEREST**

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

   A. Discussion regarding economic development negotiations with Project Apple Pie.

8. **EXECUTIVE SESSION IN ACCORDANCE WITH THE PROVISIONS OF THE GOVERNMENT CODE, TITLE 5, SUBCHAPTER D, SECTION 551.074, TO DELIBERATE THE APPOINTMENT, EMPLOYMENT, EVALUATION, REASSIGNMENT, DUTIES, DISCIPLINE, OR DISMISSAL OF A PUBLIC OFFICER OR EMPLOYEE.**

   A. Discussion regarding the provision of City Attorney services to the City by the Messer Fort and McDonald law firm.

9. **OPEN SESSION**

   A. Discussion and/or action regarding economic development negotiations with Project Apple Pie.

   B. Discussion and/or action regarding the provision of City Attorney services to the City by the Messer Fort and McDonald law firm.

10. **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 28th day of July, 2023 at 3:15 p.m.

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: August 1, 2023

AGENDA ITEM CAPTION: Recognition of a $100,000 monetary donation to Dr. Eugene Clark Library in memory of Ronald A. Seeliger.

ORIGINATING DEPARTMENT AND CONTACT: Library - Bertha Martinez

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: Louis Harrison, Independent Executor for the Estate of Ronald Alton Seeliger will present the Dr. Eugene Clark Library with a monetary donation in the amount of $100,000. Mr. Seeliger passed away in November 2022 and placed the following request in his Last Will and Testament: "I bequeath to the Dr. Eugene Clark Library a check for the sum of $100,000. To be used exclusively for the acquisition of books, periodicals, and recordings in either printed, analog or digital formants." Mr. Seeliger grew up in Lockhart, and spent his professional career in the General Libraries at the University of Texas.

The Seeliger family has a history of philanthropy towards the city of Lockhart. When Mr. Seeliger's mother passed away in 2008, she left a monetary gift to the city in appreciation for helping make the family business, Seeliger's Clothing Store on the square, a success. The monetary gift was used to purchase a fully equipped EMS ambulance for the City of Lockhart.

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:

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: August 1, 2023

AGENDA ITEM CAPTION: Discuss SH142 Corridor Study and Preliminary Service Agreement with TRC Engineering for consideration of future improvements along West San Antonio Street from SH130 to US183.

ORIGINATING DEPARTMENT AND CONTACT: Public Works - Sean Kelley

ACTION REQUESTED: Direction

BACKGROUND/SUMMARY/DISCUSSION: The City of Lockhart has seen significant residential and multifamily development along the SH 142 Corridor (West San Antonio Street) over the past few years. During the joint Growth Planning Meetings between the City Council and the Planning and Zoning Committee, staff presented growth projections and the need for the SH 142 Corridor to be expanded was discussed. At the December 13, 2022 meeting, TxDOT outlined the following short/long term project with respect to SH 142:

Short Term:

- SH 142 from US 183 to Borchert Loop - Pavement repair and overlay scheduled for December 2024.

Long Term:

- Feasibility Study for SH 142 - Not scheduled at this time.

Discussion of Project Responsibilities:

- R.O.W.- For a new roadway - typically a 10% match from the City.
- Utilities - Relocation of existing utilities in the R.O.W. - non-reimbursable.

TxDOT Long Range Planning:

- The adopted CAMPO 2045 Transportation Plan notes that SH 142 from US 183 to SH 130 is on the unconstrained list, meaning that there is no funding at this time for TxDOT to work on this project.
- However, TxDOT can partner with cities to make short-term improvements to alleviate "bottlenecks" on identified state roads.

Since the joint meetings, TxDOT has been approached about the need to conduct a corridor

study since there was not a TxDOT planned corridor study. They advised that the City conducting study could result in expediting the needed improvements along SH 142. Typically, TxDOT will conduct these studies, but they have a 5-year backlog of similar projects in our district. The attached scope of service from TRC details a work plan.

The purpose of the corridor study is to assess existing facilities and forecasted conditions along the SH 142 Corridor and develop a prioritized implementation plan based on the need and when the improvements should occur by addressing short-(0-4 yrs), middle-(5-10 yrs) and long-range (10+ yrs) projects. Conducting the corridor study would also provide:

- Defined schematic projects for the short/mid/long ranges with costs that could be implemented over time.
- The City would be able to discuss financing options with TxDOT at least 5 years earlier, including discussing potential financial participation from TxDOT.
- The City would be proactive in addressing problems on this corridor and it will save time.
- The study results could be used to discuss with CAMPO for additional funding (either the remaining end of a FY budget or a new call for projects).

However, there are no guarantee that after the study is completed, that any or all identified potential projects will be funded, implemented or implemented by the timeframes recommended in the corridor study. Further, the cost of the corridor study will not be reimbursed to the City.

The attached proposal by TRC is provided for your review. This item is scheduled for discussion only on August 1st. At this time, staff seeks feedback.

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: Growth Planning Meetings held on December 13, 2022 and January 12, 2023

STAFF RECOMMENDATION/REQUESTED MOTION: Council feedback requested.

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

LIST OF SUPPORTING DOCUMENTS: 2023-07-26_Lockhart SH 142 Corridor Study , (2023-07-26) SH142 CORRIDOR STUDY

505 East Huntland Drive
Suite 250
Austin, Texas 78752

T 512.454.8716
TRCcompanies.com
T.B.P.E. #F-8632

July 26, 2023

Mr. Steven Lewis, City Manager
City of Lockhart
P.O. Box 239
Lockhart, Texas 78644

RE: San Antonio Street (SH 142) Corridor Study and Preliminary Engineering Engineering Services Agreement

Dear Mr. Lewis:

TRC Engineering, Inc. (TRC) has prepared this proposal and scope of services for the Lockhart San Antonio Street (SH142) Corridor Study and Preliminary Engineering for the City of Lockhart (City).

BACKGROUND

Based on projected growth, the City has identified the need to study the widening of San Antonio St (SH142) from SH130 to US183. The corridor study will be developed to satisfy TxDOT criteria, proposed development needs, and in coordination with landowners, TxDOT, Caldwell County, and any other stakeholders, as applicable. Consequently, up to three (3) alternatives are to be considered by the proposed Design Consultant Team of TRC and its subconsultant, Binkley and Barfield. The study should address the following major topics: Short- and Long-Range Planning, Safety, Property and Impacts and Cost.

SCOPE OF WORK

Project Coordination

Project coordination is a crucial component in achieving TRC's goal of meeting or exceeding the City of Lockhart's expectations for this project. Continuous coordination between the project team and the City will help keep the project in-line with the City's goals, on schedule, and within budget. This coordination will include:

a. Progress Reports and Invoices

b. The TRC project team shall review the project schedule and prepare monthly progress reports for review by the City's Project Manager. Invoices for all work completed during the period will be submitted monthly (with a progress report) for work performed by the TRC project team. Monthly progress reports shall include:

- Activities, ongoing or completed, during the reporting period.
- Activities planned for the following month.
- Problems encountered.

c. Project Schedule

The high-level project schedule will be developed and shall include identified tasks, milestones, public involvement, and submittal deadlines. The project schedule shall be approximately six (6) months. The schedule shall be updated quarterly.

d. Kick-Off Meeting

The purpose of the Kick-off Meeting is to assemble members of the City and consulting staffs to make sure the direction and coordination of the project is well understood. The Kick-off meeting may be held virtually.

The following topics will be reviewed at the meeting:

- Introductions of City staff and Consultants
- Reporting relationships and contact information
- Goals and Objectives of the Study
- Scope and data needs/availability
- Schedule, budget, and deliverables
- Public outreach program

e. Progress Meetings

The TRC project team shall conduct up to three (3) progress meetings with appropriate City staff to facilitate data collection, coordination, and in-progress reviews. The meetings will be held virtually but may be at City offices if required by the agenda. The TRC team will present its findings and recommendations at these progress meetings and seek input from the City prior to moving forward with the public meeting.

f. Quality Control Quality Assurance

For each deliverable, the TRC project team, including its subconsultant, Binkley and Barfield, shall perform quality assurance quality control (QA/QC) reviews of all deliverables, the TRC project team shall provide documentation that the QA/ QC reviews were performed by qualified staff.

g. Project Coordination Deliverables:

- Meeting minutes for each meeting attended; PDF format.
- Documentation of QA/QC reviews.
- Project Schedule, PDF format.
- Monthly Progress Report, PDF format.

Data Collection

a. The TRC project team shall obtain appropriate data to document existing conditions as well as any proposed plans along the project limits. The TRC project team shall:
   - Meet with TxDOT and City of Lockhart to establish initial work tasks consistent with TxDOT Project Development
   - Interview major stakeholders impacted by the Corridor Study

b. Data collection includes:
   - Design data from record drawings of existing facility including County, City, and TxDOT plans where applicable.
   - Roadway inventory information, including the number of lanes, speed limits, pavement widths and ROW widths.
   - Corridor Studies, recent Master Transportation Plan (MTP) updates, and proposed roadway plans in the area.
   - Previously prepared drainage studies, FEMA Maps
   - Adjacent land uses
   - Right-of-way
   - Field review of existing conditions including verification of land use, environmental setting, location of existing driveways, lane configuration assignment, and existing pedestrian and bicycle facilities
   - Peak Hour Turning Movement Counts at the following intersections:
     - Texas 130 SBFR
     - Texas 130 NBFR
     - Borchert Drive
     - Mockingbird Lane
     - Stueve Lane
     - San Jacinto Street
     - Orange/Navidad
     - Medina/Magnolia
     - Blanco
     - US 183
   - Two bidirectional traffic volume classification counts
   - AADT from TxDOT traffic count stations along SH 142
   - Crash Records Information System (CRIS) data will be collected for this work authorization.
   - Existing land use in study area to support traffic projections based on growth rates. Obtain current information about approved development plans and City of Lockhart future land use plans within the project area.

Develop Base Map

a. The TRC project team will prepare a base map to include:
   - Project base map (property lines, easements, alignments)
   - Typical sections
   - Existing ROW
   - Preliminary drainage area maps
   - Preliminarily environmental constrain map

b. The TRC project team shall obtain existing ROW and property information from as-built plans and from Caldwell County appraisal District tax records to prepare base map depicting the compiled information.

Analyze Existing Conditions

Using collected data and base map, the TRC project team shall develop an overall analysis of the existing conditions in order to identify and develop the proposed improvements.

a. The analysis of the existing conditions shall include:
   - Existing typical section
   - Existing ROW limits, driveways, and property lines
   - Existing bicycle and pedestrian accommodations

b. Traffic Analysis - Traffic Projections
   - The TRC project team shall hold a methodology meeting with the City and participating stakeholders to discuss traffic projection methodology to support the development of schematics and the environmental process. After the methodology meeting, the TRC project team shall prepare and submit for approval to the City a methodology memorandum with the projection of traffic volumes within the study corridor for the opening and 25-year horizon. The methodology memo shall include a summary of the traffic methodology and assumptions to evaluate traffic demand and future demographics. The TRC project team shall utilize the existing traffic data, land use/development information, and any additional information from CAMPO/the City to determine the future year traffic projection.

c. Traffic Analysis - Crash Analysis
   - A high-level crash analysis for five years of crashes along the corridor will be included with the traffic projections when assessing the proposed conceptual corridor.

- Utilizing crash data from CRIS, a high-level crash analysis for five years of crashes for the overall corridor will be considered when assessing the overall proposed conceptual corridor. The analysis will include the identification of any trends in the crash data and provide potential counter measures and recommendations for further consideration.

d. Traffic Analysis – Traffic Operation Analysis

- Intersection Capacity Analysis

  The TRC project team will analyze observed traffic volumes and perform intersection capacity analysis for the study intersections. Additionally, the Engineer will analyze the study intersections with the projected traffic volumes based on the existing roadway configuration for comparison purposes, as a "No-Build" scenario. The Engineer will document patterns and observations in the traffic analysis report along with the level of service analysis. The Engineer will review the data and provide recommendations for potential improvements and changes to the intersection layouts.

- Turn Lane Analysis

  The TRC project team will evaluate the need for auxiliary lanes based on TxDOT requirements. The operations of the proposed turned lanes will be evaluated and documented to ensure no issues are anticipated.

Identify and Analyze Three Build Alternatives

The TRC project team shall identify and analyze up to three (3) build alternatives along the corridor which might include segmentation of the corridor into three zones. Alternatives must consider avoiding or minimizing potential environmental issues of concern, structural impediments. The Feasibility Study goals to identify build alternatives that would improve roadway operation, improve safety, circulation, and mobility in the area. The TRC project team shall consider the following in the analysis to optimize the design:

- The most efficient use of the existing and proposed ROW
- Roadway and intersection geometry, sight distance, roadside safety, and appurtenances
- Construction costs to include ROW.

a. Alternatives Development and Diagrammatic Schematic

The TRC project team shall develop diagram schematics for the two alternatives. The diagram schematics shall be plan view for all two alternatives and the profile view for the recommended alternative.

The diagram schematic shall contain the following design elements:

- Vicinity map.
- Design speed.
- The existing and proposed ROW and property information.
- Existing and proposed typical sections.
- Roadway alignment, pavement edges, face of curb, lane lines, and shoulder lines.
- The proposed structure locations, retaining walls, and profile.
- Bicycle and pedestrian accommodations.
- Direction of traffic flow described by directional arrows.
- Preliminary construction costs of proposed improvements.

b. Develop Existing and Proposed Typical Sections

The TRC project team shall develop existing and proposed typical sections that depicts the number and type of lanes, shoulders, median width, curb offsets, border width, clear zone widths, and ROW limits.

c. Bicycle and Pedestrian Accommodations

The TRC project team shall consider inclusion of bicycles and pedestrian facilities. Public input when applicable, as well as local and planning organization reports concerning bicycles and pedestrian accommodations must be considered.

d. Preliminary Cost Estimate

The TRC project team shall prepare preliminary planning level cost estimates for the three (3) build alternatives, including costs of construction. Current State unit bid prices shall be used in the preparation of the estimate.

e. Environmental Constraints Map

To support the alternatives analysis, The TRC project team will use readily available online resources to map environmental constraints. For natural, social, biological, and physical resources considered, the area of investigation (“study area”) will extend 1500 feet from the existing and proposed roadway centerline but would also include the area(s) proposed for floodplain mitigation. This task includes desktop data collection using GIS to compile geospatial information from multiple sources, task also include:

- Compile information on community resources (utilities, pipelines, cemeteries, religious facilities, day-care centers, parks, first responders, hospitals, and the like), and possible displacements within the alignments.
- Use the Potential Archeological Liability Map (PALM) and recorded sites locational data obtained from the Texas Historical Commission Sites Atlas

(THC) to identify historic buildings and archeological resources within 500 feet of the proposed study corridor. For this feasibility study, the Area of Potential Effect (APE) would be defined by this 500-foot buffer area. Historians would consult THC's Texas Historic Sites and Archeological Sites Atlases to identify potential cultural resources sites in the vicinity of the proposed project.

- Listed Historic Structures/Districts and eligible structures identified within the Lockhart Downtown Project will be displayed and buildings of potential historic age. A survey by an architectural historian of the corridor to identify historic-age structures will not be completed.
- Collect relevant environmental data from public sources considering endangered species; migratory birds; the location, presence, and relative health of biological and natural ecosystems.
- Compile National Wetlands Inventory (NWI) maps, National Hydrography Dataset (NHD), and floodplain data to identify potential wetlands, waters of the United States, and floodplains within or along the project corridor.
- Collect information from the Texas Commission on Environmental Quality (TCEQ), U.S. Environmental Protection Agency (EPA), CAMPO, and the Railroad Commission of Texas (RRC) online datasets and websites concerning the location and status of potentially registered or recorded hazardous materials and/or hazardous waste sites within 500 feet of the corridor and in the area of proposed floodplain mitigation.
- Collect Texas Natural Diversity Dataset (TxNDD) and U.S. Fish and Wildlife (UFWS) Information, Planning, and Conservation System (IPaC) Webpage to collect county lists of threatened and endangered species, and project-specific official species lists.

f. Alternatives Evaluation and Analysis

The TRC project team shall evaluate up to three (3) alternatives based on the following factors:

- Impacts to ROW, access, and cost.
- Considering the purpose and need and the public involvement, identify potential issues of concern, environmental conditions or other constraints, possible avoidance of mitigation measures, and the appropriate documentation of the alternative's evaluation process and results.
- Public and stakeholder comments to determine community needs, goals, and interest as determined through the public involvement process conducted with interested local, state, and federal agencies and the local stakeholders including area residents.

The TRC project team shall document the evaluation process leading to the recommendation of a preferred alternative.

The TRC team shall break down the long-term preferred alternative into short and mid-term proposed improvements and provide cost estimates for these additional two options.

Preparation of Feasibility Report

The TRC project team shall prepare a feasibility report summarizing the results of all studies completed as a part of this project. The report shall include a final discussion of the design criteria, public and agency involvement issues and environmental constraints encountered, alternatives investigated, and a preliminary cost estimate and basis of estimate.

a. Feasibility Studies Deliverables

In conjunction with the performance of the foregoing services, the TRC project team shall provide the following draft and final documents and associated electronic files:

- Draft copy of the Diagram Schematic layouts (1 inch = 100 feet) of the recommended alternative.
- Final copy of the Diagram Schematic layouts (1 inch = 100 feet) of the recommended alternative.
- Draft copy of the TRC project team Summary Report
- Final copy of the Engineering Summary Report
- Electronic files shall be furnished to the City

Community Outreach Support and Public Engagement

The TRC project team shall assist the City with two (2) Public Meetings, to present the alternatives and the recommended alternative. There will be up to four (4) stakeholder meetings that the TRC project team shall attend. Stakeholders will include TxDOT, Caldwell County and potentially others. In addition, the Team will provide two (2) updates to City Council, one after each Public Meeting.

a. Public Meetings

The TRC project team shall prepare and submit draft schematic roll plot and typical section board to the City for review and comment. The TRC project team shall prepare final schematic roll plot and typical section board based on comments received from the City and shall bring copies of final schematic roll plot and typical section board to the Public Meeting. The TRC project team shall:

- Arrange coordination meetings with the City to discuss and review the materials to be used prior to the public meeting.
- Arrange one dress rehearsal meeting for each public meeting with the City to present all exhibits and other materials to be used prior to the public meeting.
- Provide four (4) personnel to staff the meetings.

The City will coordinate the location and other preparations for the public meeting and outreach activities.

b. Stakeholder Meetings

The TRC project team shall participate in up to four (4) stakeholder meetings or Meeting with Affected Property Owners (MAPO) located within or near the project study area. The TRC project team shall prepare a memorandum documenting each meeting.

c. Council Meetings

- Provide Project updates to the City's Public Information Officer for addition to the City's website during the 6-month Project Schedule. (Maximum 2 updates)
- Provide Council updates in-person during the 6-month Project Schedule. Council updates will be coordinated with the City's Public Information Officer for website updates for the project. (Maximum 2 Council meetings)

ASSUMPTIONS

1. City to provide Public Involvement activities not listed in the scope above.
2. Field investigations for the Environmental Constraints Map will be reconnaissance-level and limited to accessible public ROW and/or properties on which the City coordinates right-of-entry.

EXCLUSIONS

1. TxDOT LGPP coordination and approval.
2. No geotechnical investigation will be included in this scope of services.
3. No field surveying will be performed for this effort.
4. Does not include wetland/WOTUS delineations.
5. Does not include a habitat assessment for federally- or state-listed species.
6. Does not include an ASTM Standard Phase I Environmental Site Assessment or hazardous materials database search. Phase I ESAs and Phase II investigations related to parcel acquisitions which will be completed once the alignment is finalized.
7. Does not include presence/absence surveys for threatened and endangered species.
8. Does not include preparation of NEPA documentation or technical report.
9. Does not include preparation of a Section 404 permit application or coordination with the USACE.

10. Does not include cultural resource surveys.

11. Does not include a survey by an architectural historian of the corridor to identify historic-age structures.

COMPENSATION FOR SERVICES

TRC will provide the professional engineering services as outlined herein for a total fee as follows:

Data Collection	$ 64,387
Base Map Development	$ 20,554
Analyzing Existing Conditions	$ 29,119
Development of three Build Alternatives	$ 92,722
Community Outreach Support and Public Engagement	$ 54,103
Feasibility Report Development	$ 138,899
Total:	**$ 399,784**

This lump sum fee includes labor and material costs associated with the Scope of Work identified above. These services will be performed under the terms and conditions of our previously executed Master Services Agreement with the City of Lockhart.

TRC's fee above is based on a continuous flow of work. Any delays or restrictions, caused by customer or customer's sub consultants, which result in idle-time or inefficiencies, could be cause for additional compensation.

Changes in scope, including additional scenarios or modification to the scenarios identified above will be evaluated for additional services and/or materials cost through a formal change order process, which results in approval of the additional cost prior to executing the additional work.

Fees for services quoted in this Letter of Agreement are valid for a period of time not to exceed 60 days from the date of this letter.

We appreciate the opportunity to assist with this project and are available to proceed immediately with your written approval. Please review this SOW and, upon acceptance, sign in the space provided below, returning a copy for our files.

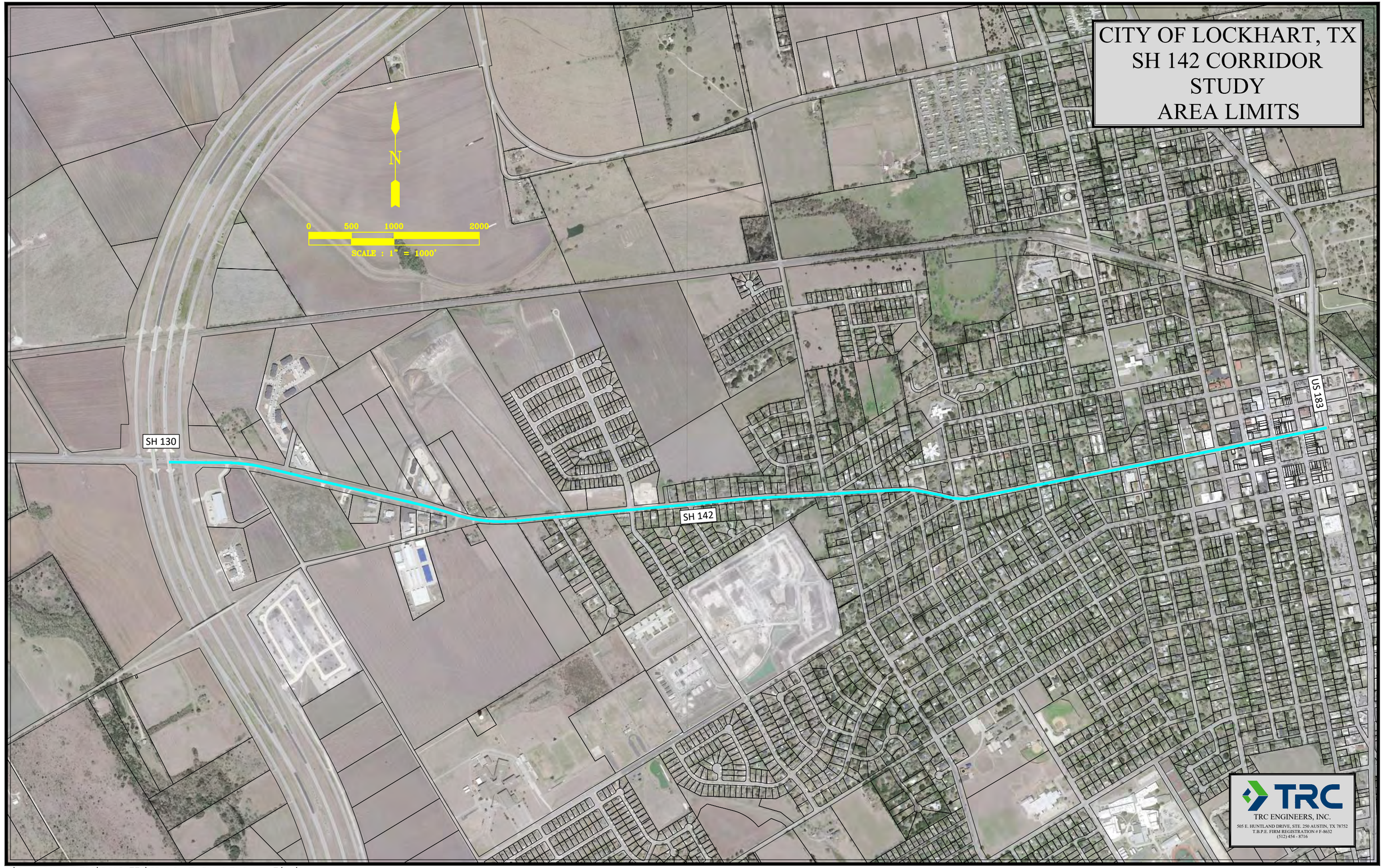
CITY OF LOCKHART

By:_____
Steven Lewis
City Manager

TRC ENGINEERS, Inc.

By: William A Wachel
William Wachel, P.E.
Deputy Director

CITY OF LOCKHART, TX
SH 142 CORRIDOR
STUDY
AREA LIMITS



TRC
TRC ENGINEERS, INC.
505 E. HUNTLAND DRIVE, STE. 250 AUSTIN, TX 78752
T.B.P.E. FIRM REGISTRATION # F-8632
(512) 454 - 8716

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City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: August 1, 2023

AGENDA ITEM CAPTION: Presentation of the City of Lockhart's FY 2023-2024 Proposed Budget and consider the Lockhart Economic Development Corporation's Budget for Fiscal Year 2023-2024, and set two public hearings on the Fiscal Year 2023-2024 City of Lockhart Proposed Budget.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Steven Lewis, Joseph Resendez

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: According to the City of Lockhart Charter, Article 9, Section 9.07, Public Hearing on Budget, the City Council shall hold a public hearing on the budget submitted and all interested persons shall be given an opportunity to be heard for or against any item or the amount of any item therein contained.

According to the Lockhart Economic Development Corporation's bylaws, Article 5, Section 3 Annual Corporate Budget, the President shall submit the budget to the City Council for approval prior to submittal to the Board for final adoption.

The City of Lockhart is required by Charter to hold one public hearing on the budget. Staff recommends conducting two public hearings to allow the citizens of Lockhart the opportunity to discuss any item or amount presented in the proposed FY 2023-2024 Budget. The following dates are presented to the Council for public hearings:

- August 15, 2023 at 7:30 p.m.
- September 5, 2023 at 7:30 p.m.

To be held in the Council Chambers located at the Clark Library Annex - 217 South Main Street, 3rd floor, Lockhart, Texas.

The City of Lockhart and the Lockhart Economic Development budget for Fiscal Year 2023-24 can be located on the City's website and hard copies are located in City Hall and the City Library.

PROJECT SCHEDULE (if applicable):

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

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff respectfully request the approval of the Lockhart Economic Development Corporation's budget and of the two dates presented to Council for public hearings on the City's proposed budget.

LIST OF SUPPORTING DOCUMENTS: 2023-2024 Proposed Revenue and Expense Summary

CITY OF LOCKHART
BUDGET
FISCAL YEAR 2023-24

	2021-22 BUDGET	2021-22 ACTUAL	2022-23 BUDGET	2023-24 PROPOSED BUDGET
REVENUE SUMMARY				
GENERAL FUND	**12,550,366**	**12,378,161**	**17,071,700**	**14,771,098**
DEBT SERVICE FUND	**1,186,422**	**1,229,136**	**1,667,464**	**1,738,469**
ELECTRIC FUND	**12,069,155**	**12,806,789**	**13,573,255**	**13,989,885**
WATER FUND	**5,744,622**	**4,227,757**	**4,934,269**	**5,754,837**
WASTEWATER FUND	**3,034,591**	**2,655,201**	**4,363,300**	**3,525,587**
SOLID WASTE FUND	**2,063,450**	**1,944,946**	**2,154,685**	**2,191,685**
EMS FUND	**1,338,482**	**1,338,153**	**1,721,200**	**1,523,200**
AIRPORT FUND	**122,039**	**108,768**	**142,039**	**162,050**
LOCKHART ECO DEV FUND	**1,093,140**	**1,296,356**	**1,179,140**	**1,179,140**
TOTAL - REVENUES	**39,202,267**	**37,985,267**	**46,807,052**	**44,835,951**

					DELTA
EXPENSE SUMMARY					
GENERAL FUND	**13,153,318**	**11,852,719**	**16,765,537**	**14,729,104**	41,994
DEBT SERVICE FUND	**1,186,422**	**1,290,472**	**1,667,464**	**1,654,125**	84,344
ELECTRIC FUND	**12,063,397**	**11,731,870**	**13,287,402**	**13,880,645**	109,240
WATER FUND	**5,582,950**	**3,735,489**	**4,917,702**	**5,478,098**	276,739
WASTEWATER FUND	**2,985,120**	**2,468,288**	**4,197,505**	**3,312,727**	212,860
SOLID WASTE FUND	**1,827,138**	**1,903,047**	**1,881,253**	**2,070,908**	120,777
EMS FUND	**1,283,279**	**1,342,488**	**1,582,854**	**2,202,429**	-679,229
AIRPORT FUND	**67,839**	**37,592**	**89,441**	**139,143**	22,907
LOCKHART ECO DEV FUND	**1,092,933**	**434,125**	**1,035,381**	**1,081,345**	97,795
TOTAL - EXPENSES	**39,242,396**	**34,796,091**	**45,424,539**	**44,548,524**	

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: August 1, 2023

AGENDA ITEM CAPTION: Discuss Ordinance 2023-12 amending Code of Ordinances, Ch. 10 Animals and Beekeeping, to include a new Section 10-19 Commerce in Live Animals Prohibited in Certain Places.

ORIGINATING DEPARTMENT AND CONTACT: Police - Gary Williamson

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: Raising animals for parking lot or flea market sales can raise significant ethical concerns, as these animals are often subject to poor living conditions and inadequate care. The conditions in which these animals are raised can vary widely depending on the individual sellers, but there are some common issues to be aware of: 1. Overcrowded and unhygienic environments, 2. Lack of veterinary care, 3. Minimal socialization and stimulation, 4. Questionable breeding practices, 5. Lack of legal oversight, and 6. Impulse buying and care issues.

To address these issues, it's essential for local authorities to enforce existing animal welfare laws and regulations. Additionally, consumers should be educated about the importance of adopting pets from reputable sources, such as animal shelters or licensed breeders who prioritize the well-being of the animals. Adopting pets responsibly ensures that they come from a safe and caring environment, reducing the demand for animals raised under questionable conditions.

This ordinance would prohibit the non-retail sale of animals in public spaces, yet allow for the sale or purchase of animals at a private residence. It would make it unlawful to sell, trade, barter, lease, rent, give away or display for commerce a live animal on a roadside, public right-of-way, sidewalk, street, parkway or any other public property or any property dedicated to public use, on a commercial parking lot, or at an outdoor special sale, swap meet, flea market, parking lot sale or similar event. It does not prohibit the sale, purchase or give away of animals from a person's private residence.

Occurrences of roadside and parking lot animal sales have occurred in Lockhart.

PROJECT SCHEDULE (if applicable):

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

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION:

LIST OF SUPPORTING DOCUMENTS: ORDINANCE 2023-12

ORDINANCE 2023-12

AN ORDINANCE OF THE CITY OF LOCKHART, TEXAS, AMENDING CHAPTER 10 "ANIMALS AND BEEKEEPING" OF THE CODE OF ORDINANCES, TO ADD NEW SECTION 10-19 "COMMERCE IN LIVE ANIMALS PROHIBITED IN CERTAIN PLACES"; PROVIDING FOR SEVERABILITY; PROVIDING A REPEALER; PROVIDING FOR PENALTY; PROVIDING FOR PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Lockhart is committed to promoting the welfare and safety of its residents, including the humane treatment of animals; and

WHEREAS, it is necessary to regulate the sale, trade, and display of live animals in certain public places to protect the well-being of animals and maintain the tranquility and safety of the community;

WHEREAS, the City Council is of the opinion that adoption of Ordinance No. 2023-12 is in the best interests of the City of Lockhart.

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. Chapter 10 "Animals and Beekeeping", is hereby amended as follows, with all existing provisions not shown remaining unchanged:

Sec. 10-19. Commerce in live animals prohibited in certain places.

(1) It shall be unlawful for any person to sell, trade, barter, lease, rent, give away or display for commerce a live animal on a roadside, public right-of-way, sidewalk, street, parkway or any other public property or any property dedicated to public use, on a commercial parking lot, or at an outdoor special sale, swap meet, flea market, parking lot sale or similar event.
(2) This provision does not prohibit the sale, purchase, or give away of animals from a person's private residence.

III. 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.

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

V. Penalty: Any person who violates a provision of this ordinance shall be guilty of a misdemeanor, and upon conviction shall be fined as provided in Section 10-15 of this Chapter.

VI. 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.

VII. Effective Date: This ordinance shall become effective and be in full force immediately from the date of its passage.

PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, ON THIS THE 1ST DAY OF AUGUST 2023.

CITY OF LOCKHART

_____

Lew White
Mayor

ATTEST:

_____

Julie Bowermon
City Secretary

APPROVED AS TO FORM:

_____

Monte Akers
City Attorney

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: August 1, 2023

AGENDA ITEM CAPTION: Discuss Ordinance 2023-13 ordering a General Election on November 7, 2023 for the purpose of electing One Mayor; One Councilmember District 3; and, One Councilmember District 4; providing for Joint Election with Caldwell County; establishing early voting locations and hours; designating City election polling places; and ordering Notice of Election to be given as prescribed by law; and making provision for the conduct of the election.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Julie Bowermon

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: The City Council positions up for election on November 7, 2023 are Mayor, District 3, and District 4. The Caldwell County Elections Administrator (County EA) will be conducting the November 7, 2023 election for several entities which includes the City of Lockhart. The Ordinance provides details about the election and indicates that the City will contract with the County EA to conduct the election. The City Secretary's office will receive applications for a place on the ballot, post and publish notices, prepare ballot language, and be available to direct voters to the correct polling locations.

The filing period for a place on the ballot is July 22 – August 21. Early voting will be conducted October 23 – November 3 at the Scott Annex Building at 1403 Blackjack Street, Suite A in Lockhart.

The County EA has supplied Election Day polling locations and he has reported that he anticipates presenting the locations to the Caldwell County Commissioners' Court during their next meeting on August 8, 2023. Ordinance 2023-13 includes the polling locations provided by the County EA. However, if the County EA does make amendments to the locations prior to the election, City Staff will return to the Council to update the polling locations.

The costs associated with the election will depend on the number of entities involved in Caldwell County's November 7, 2023 General Election as well as the specific needs of each entity in the joint election. Several entities that will be on the November 7 ballot include Caldwell County, City of Lockhart, City of Mustang Ridge, and Oatman Hill Municipal Utility District, to name a few. For the 2022 election held jointly with the County, the City's cost was approximately $13,000. However, it is anticipated that the 2023 election will have fewer partnering entities sharing the election expenses, thus resulting in a higher cost.

A contract for "Joint Election Services Between Caldwell County and Participating Entities" will be presented to the City Council during the next City Council meeting. The County EA has provided a draft of the contract which has been included in this agenda packet for review.

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

PROJECT SCHEDULE (if applicable): Staff anticipates presenting a joint election contract for Council consideration during the August 15, 2023 Council meeting.

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

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION: N/A

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Staff respectfully recommends approval of Ordinance 2023-13

LIST OF SUPPORTING DOCUMENTS: Ordinance 2023-13 ordering Nov 7 2023 Election, 2023 November JOINT ELECTION SERVICES CONTRACT--ELECTIONS UNIFORM TEMPLATE

ORDINANCE 2023-13

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, ORDERING A GENERAL ELECTION ON NOVEMBER 7, 2023 FOR THE PURPOSE OF ELECTING ONE MAYOR, ONE COUNCILMEMBER DISTRICT 3; AND, ONE COUNCILMEMBER DISTRICT 4; PROVIDING FOR JOINT ELECTION WITH CALDWELL COUNTY; ESTABLISHING EARLY VOTING LOCATIONS AND HOURS; DESIGNATING CITY ELECTION POLLING PLACES; AND ORDERING NOTICE OF ELECTION TO BE GIVEN AS PRESCRIBED BY LAW; AND MAKING PROVISIONS FOR THE CONDUCT OF THE ELECTION.

WHEREAS, state and city law provide that on November 7, 2023 there shall be a general election for the purpose of electing One (1) Mayor; one (1) Councilmember District 3; and One (1) Councilmember District 4.

WHEREAS, state law further provides that the Election Code of the State of Texas is applicable to said election, and in order to comply with said Code, a city Ordinance should be passed designating the voting places for said election.

WHEREAS, the City Council also has the authority pursuant to Chapter 271, Texas Election Code, to enter into a joint election agreement with Caldwell County, which is a political subdivision that is also holding an election on the same date.

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

Section 1. Order of General Election:

ORDER OF GENERAL ELECTION FOR MUNICIPALITIES
ORDEN DE ELECCIÓN GENERAL PARA MUNICIPOS

An election is hereby ordered to be held on November 7, 2023 for the purpose of voting on:

(Por la presente se ordena celebrar una elección el 7 de noviembre, 2023 con el propósito de votar sobre.)

List Offices/Propositions/Measures on the ballot *(Enúmere los puestos/proposiciones/medidas oficiales en la boleta)*

Mayor *(Alcalde)*
Councilmember District 3 *(Concilio Distrito 3)*
Councilmember District 4 *(Concilio Distrito 4)*

Early voting by personal appearance will be conducted as follows:
(La votación adelantada en persona se llevará a cabo como previsto:)

The Main Early Voting Location *(sitio principal de votación adelantada)*

Scott Annex Building (Edificio Anexo Scott)
1403 Blackjack St., Suite A
Lockhart, Texas 78644

Early voting by personal appearance will be conducted:

Monday, October 23, 2023	8:00 a.m. - 5:00 p.m.
Tuesday, October 24, 2023	8:00 a.m. – 5:00 p.m.
Wednesday, October 25, 2023	8:00 a.m. – 5:00 p.m.
Thursday, October 26, 2023	8:00 a.m. – 5:00 p.m.
Friday, October 27, 2023	8:00 a.m. – 5:00 p.m.
Saturday, October 28, 2023	7:00 a.m. – 7:00 p.m.
Sunday, October 29, 2023	12:00 p.m. – 6:00 p.m.
Monday, October 30, 2023	7:00 a.m. – 7:00 p.m.
Tuesday, October 31, 2023	7:00 a.m. – 7:00 p.m.
Wednesday, November 1, 2023	7:00 a.m. – 7:00 p.m.
Thursday, November 2, 2023	7:00 a.m. – 7:00 p.m.
Friday, November 3, 2023	7:00 a.m. – 7:00 p.m.

The Temporary Early Voting Polling Place is hereby designated as (La votación anticipada por comparecencia personal en los centros de votación anticipada se llevará a cabo de la siguiente manera):

Luling Civic Center (Centro Cívico Luling)
333 E. Austin St.
Luling, TX 78648

The Council appoints Devante Coe, Caldwell County Elections Administrator, as the Early Voting Clerk. Applications for ballot by mail shall be mailed to:
(Las solicitudes para boletas que se votarán adelantada por correo deberán enviarse a:)

Early Voting Clerk
Devante Coe, Caldwell County Elections Administrator
1403 Blackjack Street, Suite A
Lockhart, Texas 78644
(512) 668-4347
Email Address: devante.coe@co.caldwell.tx.us
Website: www.co.caldwell.tx.us

Applications for Ballots by Mail (ABBMs) must be received no later than the close of business on: *(Las solicitudes para boletas que se votarán adelantada por correo deberán recibirse no más tardar de las horas de negocio el:)*

October 27, 2023 *(27 de octubre, 2023)*

Federal Post Card Applications (FPCAs) must be received no later than the close of business on:
(La Tarjeta Federal Postal de Solicitud deberán recibirse no más tardar de las horas de negocio el:)

October 27, 2023 *(27 de octubre, 2023)*

Order of General Election Issued this 1st day of August, 2023.

(Emitida este dia 1 de agosto, 2023)

_____

Signature of Mayor (Firma del Alcalde)

Section 2. Voting Precincts. Except as otherwise provided herein, the presently existing boundaries and territory of the respective Caldwell County Election Precincts that are wholly or partially within the territorial boundaries of the CITY are hereby designated as the joint voting precincts of the City for the November 7, 2023 Election.

The COUNTY has the Election Precincts that include polling locations within the City limits and said election shall be held at the polling places as listed in **Exhibit "A"** on November 7, 2023.

Section 3. Notice of Election. Notice of the Election, stating in substance the contents of this Ordinance, shall be published in the English and Spanish languages at least once in a newspaper published within CITY's territory at least 10 days and no more than 30 days, prior to the election, and as otherwise may be required by the Texas Election Code and Texas Local Government Code. Notice of the Elections shall also be posted on the bulletin board used by the Council to post notices of the Council's meetings no later than the 21st day before the Elections, or if the 21st day before the Elections falls on a weekend or holiday, on the first business day thereafter.

Section 4. Authorization to Execute. The Mayor of the CITY is authorized to execute and the City Secretary of the CITY is authorized to attest this Ordinance on behalf of the City Council; and the Mayor of the City Council is authorized to do all other things legal and necessary in connection with the holding and consummation of the Elections.

Section 5. 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 6. 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 7. 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 8. Effective Date. This Ordinance is effective immediately upon its passage and approval.

PASSED AND APPROVED on August 1, 2023.

CITY OF LOCKHART

_____
Lew White, Mayor

ATTEST:

_____
Julie Bowermon
Assistant City Secretary

APPROVED AS TO FORM:

_____
Monte Akers
City Attorney

EXHIBIT "A"

NOVEMBER 2023 UNIFORM ELECTION – ELECTION DAY			
POLLING LOCATION *Sitio de Votación*	**ADDRESS** *Dirección*	**COUNTY PRECINCTS(S)** *Precinto(s) de Condado*	**CITY DISTRICT(S)** *Distritos de la Ciudad*
FIRST LOCKHART BAPTIST CONNECTION CENTER	200 S. BLANCO ST. LOCKHART, TX 78644	100 / 101	1, 3, 4
GRACE LUTHERAN FELLOWSHIP HALL	108 N. MEDINA (FIR ST ENTERANCE) LOCKHART, TX 78644	103 / 108	2,3
VFW POST 8927	7007 S. US HWY 183 LOCKHART, TX 78644	102 / 104	1, 3, 4
LOCKHART EVENING LIONS CLUB	220 BUFKIN LANE LOCKHART, TX 78644	111	1, 4
SOUTHSIDE CLUBHOUSE	1035 S. MAGNOLIA AVE LULING, TX 78648	201 / 202	N/A
MCNEIL BAPTISH CHURCH	14304 FM 1322 LULING, TX 78648	203	N/A
MCMAHAN COMMUNITY CENTER	6022 FM 713 DALE, TX 78616	204 / 205	N/A
LULING CIVIC CENTER	333 E. AUSTIN ST. LULING, TX 78648	206	N/A
THREE RIVERS COMMUNITY CHURCH FELLOWSHIP HALL	103 MAIN ST. MARTINDALE, TX 78655	300 / 301	N/A
MAXWELL FIRE STATION	9655 TX 142 MAXWELL, TX 78656	302	N/A
UHLAND COMMUNITY HALL	15 N. OLD SPANISH TRAIL UHLAND, TX 78640	303 / 306	N/A
FENTRESS COMMUNITY CHURCH	13481 STATE PARK RD. (STATE PARK/BARBER ST.) FENTRESS, TX 78622	305	N/A
ST. MARKS METHODIST CHURCH	602 E. LIVE OAK ST. LOCKHART, TX 78644	401	1
ST. MARY'S CATHOLIC PARISH HALL	205 W. PECAN ST. LOCKHART, TX 78644	402	1, 2
LYTTON SPRINGS BAPTIST CHURCH	8511 FM 1854 DALE, TX 78616	404	N/A
DALE FIRE STATION	1414 FM 1854 DALE, TX 78616	400 / 405	N/A

JOINT ELECTION SERVICES CONTRACT
BETWEEN
CALDWELL COUNTY
ON BEHALF OF THE CALDWELL COUNTY ELECTIONS ADMINISTRATOR
AND
PARTICIPATING ENTITIES

WHEREAS, pursuant to Section 41.001(d), Texas Election Code, a county elections administrator shall enter into a contract to furnish election services for a uniform election date when requested by a political subdivision;

WHEREAS, for non-uniform election dates, pursuant to Section 31.092(a), Texas Election Code, the county election administrator may enter into a contract with the governing body of a political subdivision situated wholly or partly in the county served by the county elections administrator in any one or more elections ordered by an authority of the political subdivision;

WHEREAS, pursuant to Section 31.094, Texas Election Code, an election services contract may provide for the county election administrator to perform or supervise performance of any or all of the corresponding duties and functions the elections administrator performs in connection with a countywide election ordered by a county authority, other than the exceptions enumerated in Section 31.096, Texas Election Code.

WHEREAS, the Caldwell County, Texas (the "County") is served by the Caldwell County Elections Administrator (the "Administrator");

WHEREAS, the undersigned political subdivisions (individually or collectively referred to as the "Participating Entities") that conduct elections are situated wholly or partly within the political boundaries of the County.

WHEREAS, for the NOVEMBER 2023 uniform election date and associated subsequent elections, some or all of the Participating Entities request the County, on behalf of the Administrator, to contract for the performance of election services; and

WHEREAS, to promote uniform and consistent elections held within the County, to assist in the reduction of fraud, protection of the secrecy of the ballot, promotion of voter access, and to ensure all legally cast ballots are counted, the County and undersigned Participating Entities intend to enter into a joint election services contract.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the County and undersigned Participating Entities do hereby agree as follows:

ARTICLE I
DEFINITIONS

Section 1.01. "Contracted Election" means the NOVEMBER 2023 uniform election, as generally described in Section 41.001(a), Texas Election Code, and accompanying early voting period, and, if applicable, any post-election services including any associated runoff elections, recounts, election contests, elections to resolve a tie, and any early voting periods associated with post-election services.

Section 1.02. "Election Officer" means an election judge, alternate election judge, early voting clerk, presiding judge of an early voting ballot board, alternate presiding judge of an early voting ballot board, member of an early voting ballot board, chair of a signature

verification committee, vice chair of a signature verification committee, member of a signature verification committee, presiding judge of a central counting station, alternate presiding judge of a central counting station, central counting station manager, central counting station clerk, tabulation supervisor, and assistant to a tabulation supervisor.

Section 1.03. "Election Clerk" means an election clerk, and deputy early voting clerk.

ARTICLE II
PARTICIPATING ENTITY OBLIGATIONS

Section 2.01. **RETAINED DUTIES**. Any duties and obligations not expressly transferred to the Administrator or the County under this agreement are retained by the Participating Entities. Nothing in this contract will be construed to authorize or permit a change in the office with whom or the place at which any document or recording related to the Contracted Election is to be filed, a Participating Entity's requirement to maintain office hours, or place at which any function of the canvass of the election returns is to be performed.

Section 2. 02. **JOINT ELECTION AUTHORIZED**. Participating Entities agree to conduct the Contracted Election jointly, as authorized by Chapter 271, Texas Election Code, with any other undersigned Participating Entities holding elections on the same day in all or part of the same territory in Caldwell County. Participating Entities agree and acknowledge that other Participating Entities may join this agreement subject only to County approval.

Section 2.03. **PRECLEARANCE FOR SPECIAL ELECTIONS**. If required by law, Participating Entities will be individually responsible for obtaining appropriate preclearance from the United States Department of Justice for any special elections.

Section 2.04. **APPOINTMENT OF EARLY VOTING CLERK**. Participating Entities, through their respective governing bodies, will appoint the Administrator to serve as the Early Voting Clerk for the Contracted Election.

Section 2.05. **DESIGNATION OF VOTER REGISTRAR**. Participating Entities, through their respective governing bodies, will appoint the Administrator to serve as the Voter Registrar for the Contracted Election.

Section 2.06. **APPOINTMENT OF ELECTION WORKERS**. Participating Entities, through their respective governing bodies, will appoint Election Officers and Election Clerks, as identified in Attachment 'C', pursuant to Section 4.09 of this contract.

Section 2.07. **ELECTION OFFICIAL COMPENSATION APPROVAL**. Participating Entities will set any compensation for election officers at rates consistent with the election cost estimate attached to this contract as Attachment 'A'.

Section 2.08. **DESIGNATION OF CENTRAL COUNTING STATION**. Participating Entities will designate the Caldwell County Elections Office, 1403 Blackjack Street, Lockhart, Texas 78644, as the Central Counting Station for the Contracted Election.

Section 2.09. **DESIGNATION OF POLLING PLACES**. Participating Entities agree to designate the Administrator's office, 1403 Blackjack Street, Suite A, Lockhart, Texas 78644, as the main early voting polling place for the Contracted Election. Participating Entities

agree to designate other polling places, including early voting polling places and temporary early voting polling places as recommended by the Administrator.

Section 2.10. **ELECTION ORDERS, NOTICES, AND LOCAL CANVASS**. Participating Entities will be responsible for the preparation, adoption, publication, and posting of all statutorily required election orders, notices, and other documents, including bilingual materials, evidencing action by the Participating Entities of all actions necessary to call and administer the Contracted Election, except as otherwise provided for in this contract. Participating Entities will conduct the local canvass.

Section 2.11. **BALLOTS**. Participating Entities will be responsible for the preparation information contained in English and Spanish ballots and sample ballots, including mail ballots, and, as applicable, will determine the names of the candidates, names of the offices sought, order of names on the ballot, propositions on the ballot, and the Spanish translation of the offices and any propositions. This information will be provided to the Administrator no less than 60 days prior to any associated election day during the Contracted Election. The Participating Entities are responsible for proofreading and, if necessary, notifying the Administrator of necessary corrections to proposed ballots and sample ballots, including mail ballots, as provided by the Administrator.

Section 2.12. **USE OF COMMON BALLOT**. It is agreed by the parties to this Agreement that a common ballot will be used for joint elections. The universal serial busses ("USBs") containing the voted ballots for an election will be delivered to the Administrator's office at 1403 Blackjack Street, Suite A, Lockhart, Texas 78644, and the USBs will remain in the Administrator's custody, except that the County agrees to provide Participating Entities with the necessary documentation, if requested, for canvass of an election or in the event the voted ballots are required for a recount or any court proceedings in which a Participating Entity may be a party. The County agrees to maintain custody of the USBs containing the voted ballots for the period of time prescribed by the Texas Election Code. All USBs that are not placed in active voting equipment will remain locked in the Caldwell County Elections Office. USBs will not be replaced without being logged out and checked out by an Election Officer or Election Clerk at any time during an election. An audit shall be conducted to ensure that all USBs are present and accounted for. All replaced equipment will remain secured until after tabulation to ensure that all checks and balances have been satisfied.

Section 2.013. **USE OF COMMON FORMS**. All forms used in the conduct of the election, including but not limited to the poll list, signature roster, ballot registers, expense accounts, and all oaths and certificates will be used jointly by the two agencies. All forms will be returned to the Administrator who shall keep them in his custody for the period prescribed by the Texas Election Code. The County agrees to furnish the Participating Entities with copies of any election documents upon the Participating Entity's request at no charge.

Section 2.14. **APPLICATIONS FOR MAIL BALLOTS**. Participating Entities will designate the Caldwell County Elections Office, 1403 Blackjack Street, Suite A, Lockhart, Texas 78644, to be the early voting clerk's mailing address to which ballot applications and ballots voted by mail will be sent. Applications for mail ballots sent to Participating entities shall be promptly faxed to the Administrator or emailed to caldwellec@co.caldwell.tx.us for timely processing, with the original application forwarded to the Administrator for appropriate record retention.

Section 2.15. **TRANSLATION**. Each Participating Entity is responsible for having its own election orders, resolutions, notices, or official ballot wording translated into the Spanish language if necessary.

Section 2.16. **MAPS AND ANNEXATIONS**. Participating Entities will provide the Administrator with an updated map and street index, including address numbers, of its jurisdiction in an electronic format that is compatible with the mapping format used by the Administrator's office, and will provide notice to the Administrator of any new developments, annexations, de-annexations, and any other changes to the master voter registration list within the Participating Entities jurisdiction within the County.

Section 2.16. **RECOUNT NOTICE**. Not later than 48 hours after it becomes aware that a recount is required by law or requested by a candidate, Participating Entities will provide notice to the Administrator that a recount must be conducted.

Section 2.17. **ELECTION TO RESOLVE A TIE**. Notwithstanding any provision to the contrary, in the event an election is needed to resolve a tie vote, the affected Participating Entity and the Administrator will agree to an election date and early voting schedule in compliance with the Texas Election Code, with consideration given to other elections conducted by the Administrator. The cost for implementing an election under this section will be attributed solely to the affected Participating Entity.

Section 2.18. **PRECINCT REPORTS TO THE SOS**. Participating Entities will prepare and file all required precinct reports with the Texas Secretary of State.

ARTICLE III
COUNTY OBLIGATIONS

Section 3.01. **BACKGROUND CHECK**. The County will conduct a criminal background check (in accordance with statutory requirements) of any nominated Election Officer or Election Clerk who is expected to or scheduled to serve. Any person that does not satisfactorily pass the criminal background check or refuses to consent to a background check will be ineligible to serve in this Contracted Election. Failure to obtain a criminal background check does not release the Participating Entities' obligation for service rendered in good faith.

Section 3.02. **POLLING PLACES**. The County will enter into lease agreements for polling places, including temporary branch polling locations, to effect this contract. Participating Entities agree to reimburse the County for expenses associated with any lease agreements for polling places, pursuant to Section 6.04.

ARTICLE IV
ADMINISTRATOR DUTIES

Section 4.01. **ELECTION SUPERVISOR**. The Administrator will coordinate, supervise, and conduct all aspects of administering voting in connection with the Contracted Election in compliance with all applicable laws.

Section 4.02. **POLLING PLACES**. The Administrator will arrange for election day polling places, and the hours and location of early voting polling places, including temporary branch polling places. The Administrator will arrange for the physical preparation of each polling place, including tables, chairs, and voting booths.

Section 4.03. **NOTICE OF PREVIOUS POLLING PLACE**. As necessary, The Administrator will post physical notices of a change in polling places as required by Section 43.062, Texas Election Code. Participating Entities will be responsible for any other notice requirements under Section 43.061, Texas Election Code.

Section 4.04. **ELECTION SUPPLIES**. The Administrator shall, as necessary to conduct the Contracted Election, procure, prepare, and distribute election supplies to Election Officers for use at their respective polling locations during the Contracted Election.

Section 4.05. **EARLY VOTING CLERK**. Pursuant to Sections 31.096 and 32.097(b), Texas Election Code, the Administrator will serve as the Early Voting Clerk for the Contracted Election, and will supervise and conduct the early voting by mail and by personal appearance as follows:

(a) Appoint personnel to serve as early voting deputy clerks;
(b) Publish notice of early voting polling places, including temporary branch polling places;
(c) Receive and process mail ballot applications on behalf of the Participating Entities in accordance with Title 7, Texas Election Code, at the Caldwell County Elections Office, 1403 Blackjack Street, Suite A, Lockhart, Texas 78644;
(d) Secure and maintain early voting ballots at the Caldwell County Elections Office, 1403 Blackjack Street, Suite A, Lockhart, Texas 78644, or other location as necessitated by County reorganization;
(e) Coordinate the Early Voting Ballot Board to meet at the Caldwell County Elections Office, 1403 Blackjack Street, Suite A, Lockhart, Texas 78644;
(f) Publish electronic notice of the Signature Verification Committee meeting, pursuant to Chapter 87.121(i)(1), Texas Election Code;
(g) Publish notice, including electronic notice, of the Early Voting Ballot Board meeting, pursuant to Chapter 87.027, Texas Election Code;
(h) Publish notice, including electronic notice, that voting materials have been delivered to the signature verification committee and early voting ballot board, pursuant to Sections 87.0221, 87.0222, 87.0223, 87.023, 87.024, and 87.027(h), Texas Election Code.

Section 4.06. **ELECTION DAY DUTIES**. For each election day during the Contracted Election, not including early voting periods, the Administrator will coordinate, supervise, and conduct the election as follows:

(a) Make himself available from 6:00A.M. until the completion of vote counting to render guidance, technical support, and assistance to voters, Election Officials, Election Clerks, and Participating Entities;
(b) Prepare and conduct post-election intake of election equipment, supplies, and records;
(c) Serve as central counting station manager and tabulation supervisor;
(d) Count votes in conjunction with the Early Voting Ballot Board and Central Counting Station judges;

Section 4.07. **ELECTION NIGHT REPORTS**. The Administrator will prepare the unofficial and official tabulation of precinct results, as follows:

(a) Periodically make a public announcement of the current state of the unofficial tabulation, at www.co.caldwell.tx.us/page/caldwell.ElectionsOffice;

(b) Provide unofficial early voting precinct results and election day precinct results to Participating Entities as soon as administratively possible, but not earlier than the close of all polling places on the associated election day;

(c) Reconvene the Early Voting Ballot Board after election day as necessary to determine the disposition of timely provisional votes and late mail ballots , and to resolve any issues with such ballots;

(d) Promptly after final disposition of provisional votes and late mail ballots, the Administrator will retally and update the unofficial and official tabulation of precinct results with accepted provisional votes and resolved mail ballots, and provide new unofficial and official tabulations to the Participating Entities.

Section 4.08. **ELIGIBILITY OF ELECTION WORKERS**. The Administrator will notify all Election Officers and Election Clerks about the eligibility requirements contained in Title 3, Subchapter C, Texas Election Code, and Section 271.005, Texas Election Code. The Administrator will take necessary steps to ensure that all Election Officers and Election Clerks nominated to serve during the Contracted Election are qualified and eligible to serve.

Section 4.09. **NOMINATION OF ELECTION OFFICERS**. Administrator will provide to Participating Entities a list of persons to serve as Election Officers for the Contracted Election, attached as Attachment 'C'. If a person becomes unable or unwilling to serve as an Election Officer, the Administrator will nominate a replacement and, within 2 business days after amending Attachment 'C', forward the amended Attachment 'C' to the Participating Entities for appointment of the new nominee. Notwithstanding Section 7.08 of this contract, the County may update Attachment 'C' on receipt of a written communication from an appointed or nominated Election Officer indicating an inability or unwillingness to serve as an Election Officer.

Section 4.10. **NOTIFICATION OF APPOINTMENT TO ELECTION OFFICERS**. Within 72 hours of receiving notice of appointed Election Officers from Participating Entities, the Administrator will notify each appointed election officer of said appointment. The notification will also include the assigned polling station, the date of the election officer's election training(s), the date and time of the Contracted Election, the rate of compensation, the number of clerks the judge may appoint, the eligibility requirements for election clerks, and a list of nominated election clerks.

Section 4.11. **ELECTION TRAINING**. The Administrator will be responsible for conducting training for election officers and election clerks, as required by applicable law.

Section 4.12. **CENTRAL COUNTING STATION**. The Administrator will establish a central counting station to receive and tabulate ballots cast during the Contracted Election under Chapter 127, Texas Election Code. The central counting station will be located at the Caldwell County Elections Office,1403 Blackjack Street, Lockhart, Texas 78644.

Section 4.13. **LOGIC AND ACCURACY TESTING**. In advance of Early Voting, the Administrator, the tabulation supervisor, and other members the Administrator designates for the testing board shall conduct all logic and accuracy testing in accordance with applicable law and guidance provided by the Office of the Texas Secretary of State. The Administrator will be responsible for the publication of any required notice for logic and accuracy testing.

Section 4.14. **REGISTERED VOTER LIST**. The Administrator will provide lists of registered voters as required by law for use during the Contracted Election.

Section 4.15. **POLLING EQUIPMENT**. The Administrator will prepare and distribute the Elections Systems & Software ("ES&S") Polling Equipment for the Contracted Election, with each polling location to have at least one voting machine that is accessible to disabled voters.

Section 4.16. **BALLOTS**. The Administrator will be responsible for the printing, programming, and distribution of English and Spanish ballots and sample ballots, including mail ballots, based on the information provided by the Participating Entities pursuant to Section 2.11 of this contract. The Administrator will deliver the proposed ballots to the Participating Entities for approval prior to the printing, programming, and distribution of English and Spanish ballots and sample ballots, including mail ballots.

Section 4.17. **CUSTODIAN OF ELECTION RECORDS**. The Administrator will serve as the general custodian for election records and will maintain and preserve election records generated as part of the Contracted Election, as required by law. Access to the election records will be available to each Participating Entity as well as to the public in accordance with the Texas Public Information Act, Chapter 552, Texas Government Code. Third-party notice to Participating Entities, pursuant to Chapter 552, will be provided subject to Section 7.04 of this contract.

Section 4.18. **DELEGATION OF DUTIES**. The Administrator may, at his discretion, assign a deputy elections administrator to perform any of the contracted services.

Section 4.19. **TIMELY PERFORMANCE**. The Administrator will perform all election services in compliance with all time requirements set out in the Texas Election Code.

Section 4.20. **THIRD-PARTY CONTRACTS**. Pursuant to Section 31.098, Texas Election Code, the County is authorized to contract with third-parties for election services and supplies, to be included in any final invoice submitted to Participating Entities for payment subject to Sections 6.04 and 6.05 of this contract.

ARTICLE V
TERM AND WITHDRAWAL

Section 5.01. **INITIAL TERM**. The initial term of the contract will commence on the last party's execution hereof, and expires with respect to an individual Participating Entity on the County's receipt of that Participating Entity's payment-in-full of a final invoices submitted by the Administrator.

Section 5.02. **WITHDRAWAL**. Participating Entities may withdraw from this contract by delivering to the Administrator any certifications and declarations required under Subchapters C or D, Chapter 2, Texas Election Code. Delivery of said necessary certifications or withdrawals must be provided by the statutory deadlines prescribed by the Texas Elections Code. Any Participating Entities withdrawing from this contract will be billed for any expenses incurred or obligated prior to the Administrator's receipt of said necessary certifications and declarations. A Participating Entity's obligation to pay for any expenses incurred or obligated prior to withdrawal, subject to Sections 6.04 and 6.05 of this contract, survives expiration, termination, or cancellation of this contract until paid-in-full by the Participating Entities.

ARTICLE VI
COSTS AND PAYMENT

Section 6.01. **ESTIMATED COST**. Participating Entities acknowledge that the estimate contained in Attachment 'A' is an estimate ONLY, and any required payment reflected in the final invoice may differ.

Section 6.02. **FINAL INVOICE**. Final election expenses, as calculated pursuant to Sections 6.04 and 6.05 of this contract, will be determined within 120 business days after the conclusion of the Contracted Election. The Administrator will provide each Participating Entity with a final invoice.

Section 6.03. **PAYMENT DATE**. An invoice for election services submitted by the Administrator to Participating Entities is due and payable to the address set forth in the invoice within 30 days from the date of its receipt by a Participating Entity. This provision survives expiration, termination, or cancellation of this contract until paid-in-full by the Participating Entities.

Section 6.04. **PRORATED BILLING**. Participating Entities agree to share the costs of administering the Contracted Election. Allocation of costs for the entire election, unless specifically stated otherwise, will be shared between the Participating Entities based on a ration formula involving the total number of registered voters eligible to vote in the joint election and the number of registered voters associated with the individual Participating Entities for the joint election. The Participating Entities will be responsible for their percentage of the prorated cost or a minimum cost of $500.00, whichever is greater. The cost of any special request from a Participating Entity which is not agreed upon by all Participating Entities, will be borne solely by the requesting Participating Entity.

Section 6.05. **ADMINISTRATIVE FEE**. As authorized by the Section 31.100, Texas Election Code, a general supervisory fee not to exceed 10% of the total cost of the election will be assessed, and not less than $75.00.

Section 6.06. **PAYMENT FROM CURRENT REVENUES**. Each Party paying for the performance of governmental functions or services under this contract will make payments from current revenues available to the paying party.

ARTICLE VII
MISCELLANEOUS

Section 7.01. **CONTRACT COPIES TO AUDITOR AND TREASURER**. Pursuant to Section 31.099, Texas Election Code, the Administrator will file a copy of this executed contract with the Caldwell County Auditor and the Caldwell County Treasurer within 10 days of the execution date.

Section 7.02. **SEVERABILITY**. If any provision of this contract is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this contract in accordance with the intent of the parties to this contract as expressed in the terms and provisions.

Section 7.03. **FORCE MAJEURE**. Either of the parties to this Agreement shall be excused from any delays and/or failures in the performance of the terms and conditions of this Contract, to the extent that such delays and/or failures result from causes beyond the

delaying/failing party's reasonable control, including but not limited to war (whether declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization, civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience, act of terrorism, sabotage or piracy; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine, social distancing, isolation or other behavioral restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization; act of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, earthquake, landslide, flood, damage or destruction by lightning, drought; explosion, fire, destruction of machines, equipment and of any kind of installation, prolonged breakdown of transport, telecommunication or electric current; shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control of the subject party ("force majeure event ") whether foreseeable or unforeseeable by the parties at the time of the execution of this Agreement. Any delaying/failing party shall, with all reasonable diligence, attempt to remedy the cause of delay and/or failure and shall recommence all remaining duties under this Agreement within a reasonable time of such remedy, or, when applicable, on the next available dates under the Texas Election Code.

Section 7.04. **NOTICE**. Any addendum to, change or modification of, clarification of, or withdrawal from this contract requires written notice to and written approval by Caldwell County. Whenever this contract requires any consent, approval, notice, request, or demand, the writing must be delivered to the party intended to receive it and other Participating Entities, as provided in Attachment 'B'. Any required writing under this Section will be deemed to have been given when personally delivered, if mailed, 72 hours after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, property addressed to the contact person identified in Attachment 'B' Notwithstanding this Section and Section 7.08 of this contract, the County may update Attachment 'B' on receipt of a written communication from a Participating Entity designating new contact information. Within two business days after Attachment 'B' is amended, the Administrator will send each Participating Entity a copy of the amended attachment.

Section 7.05. **LIABILITY**. All parties to this contract agree to be responsible, in accordance with applicable state or federal law, each for their own negligent acts or omissions, or other tortious conduct in the course of performance of this contract without waiving any sovereign immunity, governmental immunity, statutory immunity, or other defenses available to the parties under federal or state law. Nothing in this paragraph will be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities. All parties agree that any such liability or damages occurring during the performance of this contract caused by the joint or comparative negligence of the parties, or their employees, agents, or officers will be determined in accordance with comparative responsibility laws of Texas, but only to the extent such laws are applicable to the party.

To the extent permitted by law, if legal action is filed against a party to this contract, that party shall be solely responsible for their own respective costs and defense of that suit.

Section 7.06. **CHOICE OF LAW**. This contract will be governed and interpreted by the laws of the State of Texas.

Section 7.07. **VENUE AND JURISDICTION**. Venue will lie in the district courts serving Caldwell County Texas, and are the exclusive jurisdiction and venue for any lawsuit, cause of action, temporary restraining order, temporary injunction, injunction, petition for extraordinary relief, mandamus, or any other legal proceeding or claim arising out of the performance of this contract.

Section 7.08. **ENTIRE CONTRACT**. This contract, including any exhibits or attachments, contains the entire agreement between the Administrator, the County, and the Participating Entities concerning the duties required by this contract. The Administrator and each Participating Entity hereby expressly warrant and represent that they are not relying on any promises or agreements that are not contained in this contract concerning any of the terms in this contract. Except otherwise specified in this contract, no modification, amendment, novation, renewal, or other alteration of this contract shall be effective unless mutually agreed upon in writing and executed by the Parties hereto.

Section 7.09. **PLURALITY, GENDER, AND HEADINGS**. In this contract, words in the singular number include the plural, and those in the plural include the singular. Words of any gender also refer to any other ender. Headings in this contract are descriptive only, and not terms of inclusion or exclusion.

Section 7.10. **RELATIONSHIP OF PARTIES**. The Participating Entities, including their agents or employees, are independent contractors and are not an agent, servant, joint enterpriser, joint venturer, or employee of the Administrator or the County, and are responsible for their own acts, forbearance, negligence, and deeds, and for those of their agents or employees in conjunction with the performance of services covered under this contract. The Participating Entities represent that they have, or will secure at their own expense, all personnel and consultants required in performing the services herein. Such personnel and consultants shall not be employees of or have any contractual relationship with the Administrator or the County.

Section 7.11. **DEFAULT, CUMULATIVE RIGHTS, AND MITIGATION**. It is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this contract are cumulative, and no party's use of any right or remedy will preclude or waive its right to any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance, or otherwise. All parties have a duty to mitigate damages.

Section 7.12. **CONTRA PROFERENTEM**. The legal document of contra proferentem will not apply to this contract. Consequently, any ambiguity that may exist in this contract will not be construed against the party who drafted this contract.

Section 7.13. **SIGNATORY WARRANTY**. The signatories for the County, the Administrator, and Participating Entities represent that each has the full right, power, and authority to enter into and perform this contract in accordance with all of its terms and conditions, and that the execution and delivery of this contract has been made by authorized representatives of the Participating Entities to validly and legally bind the Participating Entities to all terms, performances, and provisions set forth in this contract.

Section 7.14. **COUNTERPARTS**. This contract may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

IN WITNESS HEREOF, the parties hereto have executed this contract on this the ____ day of _____, 20____.

CALDWELL COUNTY, TEXAS:

_____
Hoppy Haden
Caldwell County Judge

_____
Devante Coe
Caldwell County Elections Administrator

Attest:

_____
Teresa Rodriguez
Caldwell County Clerk

CITY OF LOCKHART, TEXAS

_____
Name: _____
Title: _____

Attest:

_____
Name: _____
Title: _____

OATMAN HILL MUNICIPAL UTILITY DISTRICT

_____
Name: _____
Title: _____

Attest:

_____
Name: _____
Title: _____

WAELDER ISD:

_____
Name: _____
Title: _____

Attest:

_____
Name: _____
Title: _____

City of Mustang Ridge, Texas

_____
Name: _____
Title: _____

Attest:

_____
Name: _____
Title: _____

_____ENTITY

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Name: _____
Title: _____

Attest:

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_____**ENTITY**

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_____**ENTITY**

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Name: _____
Title: _____

Attest:

_____
Name: _____
Title: _____

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: August 1, 2023

AGENDA ITEM CAPTION: Presentation of the City of Lockhart's FY 2023-2024 Proposed Budget and consider approval of the Lockhart Economic Development Corporation's Budget for Fiscal Year 2023-2024, and set two public hearings on the Fiscal Year 2023-2024 City of Lockhart Proposed Budget.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Steven Lewis, Joseph Resendez

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: According to the City of Lockhart Charter, Article 9, Section 9.07, Public Hearing on Budget, the City Council shall hold a public hearing on the budget submitted and all interested persons shall be given an opportunity to be heard for or against any item or the amount of any item therein contained.

According to the Lockhart Economic Development Corporation's bylaws, Article 5, Section 3 Annual Corporate Budget, the President shall submit the budget to the City Council for approval prior to submittal to the Board for final adoption.

The City of Lockhart is required by Charter to hold one public hearing on the budget. Staff recommends conducting two public hearings to allow the citizens of Lockhart the opportunity to discuss any item or amount presented in the proposed FY 2023-2024 Budget. The following dates are presented to the Council for public hearings:

- August 15, 2023 at 7:30 p.m.
- September 5, 2023 at 7:30 p.m.

To be held in the Council Chambers located at the Clark Library Annex - 217 South Main Street, 3rd floor, Lockhart, Texas.

The City of Lockhart and the Lockhart Economic Development budget for Fiscal Year 2023-24 can be located on the City's website and hard copies are located in City Hall and the City Library.

PROJECT SCHEDULE (if applicable):

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

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff respectfully request the approval of the Lockhart Economic Development Corporation's budget and of the two dates presented to Council for public hearings on the City's proposed budget.

LIST OF SUPPORTING DOCUMENTS: 2023-2024 Proposed Revenue and Expense Summary

CITY OF LOCKHART
BUDGET
FISCAL YEAR 2023-24

	2021-22 BUDGET	2021-22 ACTUAL	2022-23 BUDGET	2023-24 PROPOSED BUDGET
REVENUE SUMMARY				
GENERAL FUND	**12,550,366**	**12,378,161**	**17,071,700**	**14,771,098**
DEBT SERVICE FUND	**1,186,422**	**1,229,136**	**1,667,464**	**1,738,469**
ELECTRIC FUND	**12,069,155**	**12,806,789**	**13,573,255**	**13,989,885**
WATER FUND	**5,744,622**	**4,227,757**	**4,934,269**	**5,754,837**
WASTEWATER FUND	**3,034,591**	**2,655,201**	**4,363,300**	**3,525,587**
SOLID WASTE FUND	**2,063,450**	**1,944,946**	**2,154,685**	**2,191,685**
EMS FUND	**1,338,482**	**1,338,153**	**1,721,200**	**1,523,200**
AIRPORT FUND	**122,039**	**108,768**	**142,039**	**162,050**
LOCKHART ECO DEV FUND	**1,093,140**	**1,296,356**	**1,179,140**	**1,179,140**
TOTAL - REVENUES	**39,202,267**	**37,985,267**	**46,807,052**	**44,835,951**

					DELTA
EXPENSE SUMMARY					
GENERAL FUND	**13,153,318**	**11,852,719**	**16,765,537**	**14,729,104**	41,994
DEBT SERVICE FUND	**1,186,422**	**1,290,472**	**1,667,464**	**1,654,125**	84,344
ELECTRIC FUND	**12,063,397**	**11,731,870**	**13,287,402**	**13,880,645**	109,240
WATER FUND	**5,582,950**	**3,735,489**	**4,917,702**	**5,478,098**	276,739
WASTEWATER FUND	**2,985,120**	**2,468,288**	**4,197,505**	**3,312,727**	212,860
SOLID WASTE FUND	**1,827,138**	**1,903,047**	**1,881,253**	**2,070,908**	120,777
EMS FUND	**1,283,279**	**1,342,488**	**1,582,854**	**2,202,429**	-679,229
AIRPORT FUND	**67,839**	**37,592**	**89,441**	**139,143**	22,907
LOCKHART ECO DEV FUND	**1,092,933**	**434,125**	**1,035,381**	**1,081,345**	97,795
TOTAL - EXPENSES	**39,242,396**	**34,796,091**	**45,424,539**	**44,548,524**	

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: August 1, 2023

AGENDA ITEM CAPTION: Discussion and/or action to consider Ordinance 2023-12 amending Code of Ordinances, Ch. 10 Animals and Beekeeping, to include a new Section 10-19 Commerce in Live Animals Prohibited in Certain Places.

ORIGINATING DEPARTMENT AND CONTACT: Police - Gary Williamson

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: Raising animals for parking lot or flea market sales can raise significant ethical concerns, as these animals are often subject to poor living conditions and inadequate care. The conditions in which these animals are raised can vary widely depending on the individual sellers, but there are some common issues to be aware of: 1. Overcrowded and unhygienic environments, 2. Lack of veterinary care, 3. Minimal socialization and stimulation, 4. Questionable breeding practices, 5. Lack of legal oversight, and 6. Impulse buying and care issues.

To address these issues, it's essential for local authorities to enforce existing animal welfare laws and regulations. Additionally, consumers should be educated about the importance of adopting pets from reputable sources, such as animal shelters or licensed breeders who prioritize the well-being of the animals. Adopting pets responsibly ensures that they come from a safe and caring environment, reducing the demand for animals raised under questionable conditions.

This ordinance would prohibit the non-retail sale of animals in public spaces, yet allow for the sale or purchase of animals at a private residence. It would make it unlawful to sell, trade, barter, lease, rent, give away or display for commerce a live animal on a roadside, public right-of-way, sidewalk, street, parkway or any other public property or any property dedicated to public use, on a commercial parking lot, or at an outdoor special sale, swap meet, flea market, parking lot sale or similar event. It does not prohibit the sale, purchase or give away of animals from a person's private residence.

Occurrences of roadside and parking lot animal sales have occurred in Lockhart.

PROJECT SCHEDULE (if applicable):

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

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION:

LIST OF SUPPORTING DOCUMENTS: ORDINANCE 2023-12

ORDINANCE 2023-12

AN ORDINANCE OF THE CITY OF LOCKHART, TEXAS, AMENDING CHAPTER 10 "ANIMALS AND BEEKEEPING" OF THE CODE OF ORDINANCES, TO ADD NEW SECTION 10-19 "COMMERCE IN LIVE ANIMALS PROHIBITED IN CERTAIN PLACES"; PROVIDING FOR SEVERABILITY; PROVIDING A REPEALER; PROVIDING FOR PENALTY; PROVIDING FOR PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Lockhart is committed to promoting the welfare and safety of its residents, including the humane treatment of animals; and

WHEREAS, it is necessary to regulate the sale, trade, and display of live animals in certain public places to protect the well-being of animals and maintain the tranquility and safety of the community;

WHEREAS, the City Council is of the opinion that adoption of Ordinance No. 2023-12 is in the best interests of the City of Lockhart.

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. Chapter 10 "Animals and Beekeeping", is hereby amended as follows, with all existing provisions not shown remaining unchanged:

Sec. 10-19. Commerce in live animals prohibited in certain places.

(1) It shall be unlawful for any person to sell, trade, barter, lease, rent, give away or display for commerce a live animal on a roadside, public right-of-way, sidewalk, street, parkway or any other public property or any property dedicated to public use, on a commercial parking lot, or at an outdoor special sale, swap meet, flea market, parking lot sale or similar event.
(2) This provision does not prohibit the sale, purchase, or give away of animals from a person's private residence.

III. 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.

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

V. Penalty: Any person who violates a provision of this ordinance shall be guilty of a misdemeanor, and upon conviction shall be fined as provided in Section 10-15 of this Chapter.

VI. 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.

VII. Effective Date: This ordinance shall become effective and be in full force immediately from the date of its passage.

PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, ON THIS THE 1ST DAY OF AUGUST 2023.

CITY OF LOCKHART

_____

Lew White
Mayor

ATTEST:

_____

Julie Bowermon
City Secretary

APPROVED AS TO FORM:

_____

Monte Akers
City Attorney

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: August 1, 2023

AGENDA ITEM CAPTION: Discussion and/or action to consider Ordinance 2023-13 ordering a General Election on November 7, 2023 for the purpose of electing One Mayor; One Councilmember District 3; and, One Councilmember District 4; providing for Joint Election with Caldwell County; establishing early voting locations and hours; designating City election polling places; and ordering Notice of Election to be given as prescribed by law; and making provision for the conduct of the election.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Julie Bowermon

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: The City Council positions up for election on November 7, 2023 are Mayor, District 3, and District 4. The Caldwell County Elections Administrator (County EA) will be conducting the November 7, 2023 election for several entities which includes the City of Lockhart. The Ordinance provides details about the election and indicates that the City will contract with the County EA to conduct the election. The City Secretary's office will receive applications for a place on the ballot, post and publish notices, prepare ballot language, and be available to direct voters to the correct polling locations.

The filing period for a place on the ballot is July 22 – August 21. Early voting will be conducted October 23 – November 3 at the Scott Annex Building at 1403 Blackjack Street, Suite A in Lockhart.

The County EA has supplied Election Day polling locations and he has reported that he anticipates presenting the locations to the Caldwell County Commissioners' Court during their next meeting on August 8, 2023. Ordinance 2023-13 includes the polling locations provided by the County EA. However, if the County EA does make amendments to the locations prior to the election, City Staff will return to the Council to update the polling locations.

The costs associated with the election will depend on the number of entities involved in Caldwell County's November 7, 2023 General Election as well as the specific needs of each entity in the joint election. Several entities that will be on the November 7 ballot include Caldwell County, City of Lockhart, City of Mustang Ridge, and Oatman Hill Municipal Utility District, to name a few. For the 2022 election held jointly with the County, the City's cost was approximately $13,000. However, it is anticipated that the 2023 election will have fewer partnering entities sharing the election expenses, thus resulting in a higher cost.

A contract for "Joint Election Services Between Caldwell County and Participating Entities" will be presented to the City Council during the next City Council meeting. The County EA has provided a draft of the contract which has been included in this agenda packet for review.

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

PROJECT SCHEDULE (if applicable): Staff anticipates presenting a joint election contract for Council consideration during the August 15, 2023 Council meeting.

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

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION: N/A

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Staff respectfully recommends approval of Ordinance 2023-13

LIST OF SUPPORTING DOCUMENTS: Ordinance 2023-13 ordering Nov 7 2023 Election, 2023 November JOINT ELECTION SERVICES CONTRACT--ELECTIONS UNIFORM TEMPLATE, .

ORDINANCE 2023-13

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, ORDERING A GENERAL ELECTION ON NOVEMBER 7, 2023 FOR THE PURPOSE OF ELECTING ONE MAYOR, ONE COUNCILMEMBER DISTRICT 3; AND, ONE COUNCILMEMBER DISTRICT 4; PROVIDING FOR JOINT ELECTION WITH CALDWELL COUNTY; ESTABLISHING EARLY VOTING LOCATIONS AND HOURS; DESIGNATING CITY ELECTION POLLING PLACES; AND ORDERING NOTICE OF ELECTION TO BE GIVEN AS PRESCRIBED BY LAW; AND MAKING PROVISIONS FOR THE CONDUCT OF THE ELECTION.

WHEREAS, state and city law provide that on November 7, 2023 there shall be a general election for the purpose of electing One (1) Mayor; one (1) Councilmember District 3; and One (1) Councilmember District 4.

WHEREAS, state law further provides that the Election Code of the State of Texas is applicable to said election, and in order to comply with said Code, a city Ordinance should be passed designating the voting places for said election.

WHEREAS, the City Council also has the authority pursuant to Chapter 271, Texas Election Code, to enter into a joint election agreement with Caldwell County, which is a political subdivision that is also holding an election on the same date.

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

Section 1. Order of General Election:

ORDER OF GENERAL ELECTION FOR MUNICIPALITIES
ORDEN DE ELECCIÓN GENERAL PARA MUNICIPOS

An election is hereby ordered to be held on November 7, 2023 for the purpose of voting on:

(Por la presente se ordena celebrar una elección el 7 de noviembre, 2023 con el propósito de votar sobre.)

List Offices/Propositions/Measures on the ballot *(Enúmere los puestos/proposiciones/medidas oficiales en la boleta)*

Mayor *(Alcalde)*
Councilmember District 3 *(Concilio Distrito 3)*
Councilmember District 4 *(Concilio Distrito 4)*

Early voting by personal appearance will be conducted as follows:
(La votación adelantada en persona se llevará a cabo como previsto:)

The Main Early Voting Location *(sitio principal de votación adelantada)*

Scott Annex Building (Edificio Anexo Scott)
1403 Blackjack St., Suite A
Lockhart, Texas 78644

Early voting by personal appearance will be conducted:

Monday, October 23, 2023	8:00 a.m. - 5:00 p.m.
Tuesday, October 24, 2023	8:00 a.m. – 5:00 p.m.
Wednesday, October 25, 2023	8:00 a.m. – 5:00 p.m.
Thursday, October 26, 2023	8:00 a.m. – 5:00 p.m.
Friday, October 27, 2023	8:00 a.m. – 5:00 p.m.
Saturday, October 28, 2023	7:00 a.m. – 7:00 p.m.
Sunday, October 29, 2023	12:00 p.m. – 6:00 p.m.
Monday, October 30, 2023	7:00 a.m. – 7:00 p.m.
Tuesday, October 31, 2023	7:00 a.m. – 7:00 p.m.
Wednesday, November 1, 2023	7:00 a.m. – 7:00 p.m.
Thursday, November 2, 2023	7:00 a.m. – 7:00 p.m.
Friday, November 3, 2023	7:00 a.m. – 7:00 p.m.

The Temporary Early Voting Polling Place is hereby designated as (La votación anticipada por comparecencia personal en los centros de votación anticipada se llevará a cabo de la siguiente manera):

Luling Civic Center (Centro Cívico Luling)
333 E. Austin St.
Luling, TX 78648

The Council appoints Devante Coe, Caldwell County Elections Administrator, as the Early Voting Clerk. Applications for ballot by mail shall be mailed to:
(Las solicitudes para boletas que se votarán adelantada por correo deberán enviarse a:)

Early Voting Clerk
Devante Coe, Caldwell County Elections Administrator
1403 Blackjack Street, Suite A
Lockhart, Texas 78644
(512) 668-4347
Email Address: devante.coe@co.caldwell.tx.us
Website: www.co.caldwell.tx.us

Applications for Ballots by Mail (ABBMs) must be received no later than the close of business on: *(Las solicitudes para boletas que se votarán adelantada por correo deberán recibirse no más tardar de las horas de negocio el:)*

October 27, 2023 *(27 de octubre, 2023)*

Federal Post Card Applications (FPCAs) must be received no later than the close of business on:
(La Tarjeta Federal Postal de Solicitud deberán recibirse no más tardar de las horas de negocio el:)

October 27, 2023 *(27 de octubre, 2023)*

Order of General Election Issued this 1st day of August, 2023.

(Emitida este dia 1 de agosto, 2023)

_____

Signature of Mayor (Firma del Alcalde)

Section 2. Voting Precincts. Except as otherwise provided herein, the presently existing boundaries and territory of the respective Caldwell County Election Precincts that are wholly or partially within the territorial boundaries of the CITY are hereby designated as the joint voting precincts of the City for the November 7, 2023 Election.

The COUNTY has the Election Precincts that include polling locations within the City limits and said election shall be held at the polling places as listed in **Exhibit "A"** on November 7, 2023.

Section 3. Notice of Election. Notice of the Election, stating in substance the contents of this Ordinance, shall be published in the English and Spanish languages at least once in a newspaper published within CITY's territory at least 10 days and no more than 30 days, prior to the election, and as otherwise may be required by the Texas Election Code and Texas Local Government Code. Notice of the Elections shall also be posted on the bulletin board used by the Council to post notices of the Council's meetings no later than the 21st day before the Elections, or if the 21st day before the Elections falls on a weekend or holiday, on the first business day thereafter.

Section 4. Authorization to Execute. The Mayor of the CITY is authorized to execute and the City Secretary of the CITY is authorized to attest this Ordinance on behalf of the City Council; and the Mayor of the City Council is authorized to do all other things legal and necessary in connection with the holding and consummation of the Elections.

Section 5. 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 6. 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 7. 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 8. Effective Date. This Ordinance is effective immediately upon its passage and approval.

PASSED AND APPROVED on August 1, 2023.

CITY OF LOCKHART

_____
Lew White, Mayor

ATTEST:

_____
Julie Bowermon
Assistant City Secretary

APPROVED AS TO FORM:

_____
Monte Akers
City Attorney

EXHIBIT "A"

NOVEMBER 2023 UNIFORM ELECTION – ELECTION DAY			
POLLING LOCATION *Sitio de Votación*	**ADDRESS** *Dirección*	**COUNTY PRECINCTS(S)** *Precinto(s) de Condado*	**CITY DISTRICT(S)** *Distritos de la Ciudad*
FIRST LOCKHART BAPTIST CONNECTION CENTER	200 S. BLANCO ST. LOCKHART, TX 78644	100 / 101	1, 3, 4
GRACE LUTHERAN FELLOWSHIP HALL	108 N. MEDINA (FIR ST ENTERANCE) LOCKHART, TX 78644	103 / 108	2,3
VFW POST 8927	7007 S. US HWY 183 LOCKHART, TX 78644	102 / 104	1, 3, 4
LOCKHART EVENING LIONS CLUB	220 BUFKIN LANE LOCKHART, TX 78644	111	1, 4
SOUTHSIDE CLUBHOUSE	1035 S. MAGNOLIA AVE LULING, TX 78648	201 / 202	N/A
MCNEIL BAPTISH CHURCH	14304 FM 1322 LULING, TX 78648	203	N/A
MCMAHAN COMMUNITY CENTER	6022 FM 713 DALE, TX 78616	204 / 205	N/A
LULING CIVIC CENTER	333 E. AUSTIN ST. LULING, TX 78648	206	N/A
THREE RIVERS COMMUNITY CHURCH FELLOWSHIP HALL	103 MAIN ST. MARTINDALE, TX 78655	300 / 301	N/A
MAXWELL FIRE STATION	9655 TX 142 MAXWELL, TX 78656	302	N/A
UHLAND COMMUNITY HALL	15 N. OLD SPANISH TRAIL UHLAND, TX 78640	303 / 306	N/A
FENTRESS COMMUNITY CHURCH	13481 STATE PARK RD. (STATE PARK/BARBER ST.) FENTRESS, TX 78622	305	N/A
ST. MARKS METHODIST CHURCH	602 E. LIVE OAK ST. LOCKHART, TX 78644	401	1
ST. MARY'S CATHOLIC PARISH HALL	205 W. PECAN ST. LOCKHART, TX 78644	402	1, 2
LYTTON SPRINGS BAPTIST CHURCH	8511 FM 1854 DALE, TX 78616	404	N/A
DALE FIRE STATION	1414 FM 1854 DALE, TX 78616	400 / 405	N/A

JOINT ELECTION SERVICES CONTRACT
BETWEEN
CALDWELL COUNTY
ON BEHALF OF THE CALDWELL COUNTY ELECTIONS ADMINISTRATOR
AND
PARTICIPATING ENTITIES

WHEREAS, pursuant to Section 41.001(d), Texas Election Code, a county elections administrator shall enter into a contract to furnish election services for a uniform election date when requested by a political subdivision;

WHEREAS, for non-uniform election dates, pursuant to Section 31.092(a), Texas Election Code, the county election administrator may enter into a contract with the governing body of a political subdivision situated wholly or partly in the county served by the county elections administrator in any one or more elections ordered by an authority of the political subdivision;

WHEREAS, pursuant to Section 31.094, Texas Election Code, an election services contract may provide for the county election administrator to perform or supervise performance of any or all of the corresponding duties and functions the elections administrator performs in connection with a countywide election ordered by a county authority, other than the exceptions enumerated in Section 31.096, Texas Election Code.

WHEREAS, the Caldwell County, Texas (the "County") is served by the Caldwell County Elections Administrator (the "Administrator");

WHEREAS, the undersigned political subdivisions (individually or collectively referred to as the "Participating Entities") that conduct elections are situated wholly or partly within the political boundaries of the County.

WHEREAS, for the NOVEMBER 2023 uniform election date and associated subsequent elections, some or all of the Participating Entities request the County, on behalf of the Administrator, to contract for the performance of election services; and

WHEREAS, to promote uniform and consistent elections held within the County, to assist in the reduction of fraud, protection of the secrecy of the ballot, promotion of voter access, and to ensure all legally cast ballots are counted, the County and undersigned Participating Entities intend to enter into a joint election services contract.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the County and undersigned Participating Entities do hereby agree as follows:

ARTICLE I
DEFINITIONS

Section 1.01. "Contracted Election" means the NOVEMBER 2023 uniform election, as generally described in Section 41.001(a), Texas Election Code, and accompanying early voting period, and, if applicable, any post-election services including any associated runoff elections, recounts, election contests, elections to resolve a tie, and any early voting periods associated with post-election services.

Section 1.02. "Election Officer" means an election judge, alternate election judge, early voting clerk, presiding judge of an early voting ballot board, alternate presiding judge of an early voting ballot board, member of an early voting ballot board, chair of a signature

verification committee, vice chair of a signature verification committee, member of a signature verification committee, presiding judge of a central counting station, alternate presiding judge of a central counting station, central counting station manager, central counting station clerk, tabulation supervisor, and assistant to a tabulation supervisor.

Section 1.03. "Election Clerk" means an election clerk, and deputy early voting clerk.

ARTICLE II
PARTICIPATING ENTITY OBLIGATIONS

Section 2.01. **RETAINED DUTIES**. Any duties and obligations not expressly transferred to the Administrator or the County under this agreement are retained by the Participating Entities. Nothing in this contract will be construed to authorize or permit a change in the office with whom or the place at which any document or recording related to the Contracted Election is to be filed, a Participating Entity's requirement to maintain office hours, or place at which any function of the canvass of the election returns is to be performed.

Section 2. 02. **JOINT ELECTION AUTHORIZED**. Participating Entities agree to conduct the Contracted Election jointly, as authorized by Chapter 271, Texas Election Code, with any other undersigned Participating Entities holding elections on the same day in all or part of the same territory in Caldwell County. Participating Entities agree and acknowledge that other Participating Entities may join this agreement subject only to County approval.

Section 2.03. **PRECLEARANCE FOR SPECIAL ELECTIONS**. If required by law, Participating Entities will be individually responsible for obtaining appropriate preclearance from the United States Department of Justice for any special elections.

Section 2.04. **APPOINTMENT OF EARLY VOTING CLERK**. Participating Entities, through their respective governing bodies, will appoint the Administrator to serve as the Early Voting Clerk for the Contracted Election.

Section 2.05. **DESIGNATION OF VOTER REGISTRAR**. Participating Entities, through their respective governing bodies, will appoint the Administrator to serve as the Voter Registrar for the Contracted Election.

Section 2.06. **APPOINTMENT OF ELECTION WORKERS**. Participating Entities, through their respective governing bodies, will appoint Election Officers and Election Clerks, as identified in Attachment 'C', pursuant to Section 4.09 of this contract.

Section 2.07. **ELECTION OFFICIAL COMPENSATION APPROVAL**. Participating Entities will set any compensation for election officers at rates consistent with the election cost estimate attached to this contract as Attachment 'A'.

Section 2.08. **DESIGNATION OF CENTRAL COUNTING STATION**. Participating Entities will designate the Caldwell County Elections Office, 1403 Blackjack Street, Lockhart, Texas 78644, as the Central Counting Station for the Contracted Election.

Section 2.09. **DESIGNATION OF POLLING PLACES**. Participating Entities agree to designate the Administrator's office, 1403 Blackjack Street, Suite A, Lockhart, Texas 78644, as the main early voting polling place for the Contracted Election. Participating Entities

agree to designate other polling places, including early voting polling places and temporary early voting polling places as recommended by the Administrator.

Section 2.10. **ELECTION ORDERS, NOTICES, AND LOCAL CANVASS**. Participating Entities will be responsible for the preparation, adoption, publication, and posting of all statutorily required election orders, notices, and other documents, including bilingual materials, evidencing action by the Participating Entities of all actions necessary to call and administer the Contracted Election, except as otherwise provided for in this contract. Participating Entities will conduct the local canvass.

Section 2.11. **BALLOTS**. Participating Entities will be responsible for the preparation information contained in English and Spanish ballots and sample ballots, including mail ballots, and, as applicable, will determine the names of the candidates, names of the offices sought, order of names on the ballot, propositions on the ballot, and the Spanish translation of the offices and any propositions. This information will be provided to the Administrator no less than 60 days prior to any associated election day during the Contracted Election. The Participating Entities are responsible for proofreading and, if necessary, notifying the Administrator of necessary corrections to proposed ballots and sample ballots, including mail ballots, as provided by the Administrator.

Section 2.12. **USE OF COMMON BALLOT**. It is agreed by the parties to this Agreement that a common ballot will be used for joint elections. The universal serial busses ("USBs") containing the voted ballots for an election will be delivered to the Administrator's office at 1403 Blackjack Street, Suite A, Lockhart, Texas 78644, and the USBs will remain in the Administrator's custody, except that the County agrees to provide Participating Entities with the necessary documentation, if requested, for canvass of an election or in the event the voted ballots are required for a recount or any court proceedings in which a Participating Entity may be a party. The County agrees to maintain custody of the USBs containing the voted ballots for the period of time prescribed by the Texas Election Code. All USBs that are not placed in active voting equipment will remain locked in the Caldwell County Elections Office. USBs will not be replaced without being logged out and checked out by an Election Officer or Election Clerk at any time during an election. An audit shall be conducted to ensure that all USBs are present and accounted for. All replaced equipment will remain secured until after tabulation to ensure that all checks and balances have been satisfied.

Section 2.013. **USE OF COMMON FORMS**. All forms used in the conduct of the election, including but not limited to the poll list, signature roster, ballot registers, expense accounts, and all oaths and certificates will be used jointly by the two agencies. All forms will be returned to the Administrator who shall keep them in his custody for the period prescribed by the Texas Election Code. The County agrees to furnish the Participating Entities with copies of any election documents upon the Participating Entity's request at no charge.

Section 2.14. **APPLICATIONS FOR MAIL BALLOTS**. Participating Entities will designate the Caldwell County Elections Office, 1403 Blackjack Street, Suite A, Lockhart, Texas 78644, to be the early voting clerk's mailing address to which ballot applications and ballots voted by mail will be sent. Applications for mail ballots sent to Participating entities shall be promptly faxed to the Administrator or emailed to caldwellec@co.caldwell.tx.us for timely processing, with the original application forwarded to the Administrator for appropriate record retention.

Section 2.15. **TRANSLATION**. Each Participating Entity is responsible for having its own election orders, resolutions, notices, or official ballot wording translated into the Spanish language if necessary.

Section 2.16. **MAPS AND ANNEXATIONS**. Participating Entities will provide the Administrator with an updated map and street index, including address numbers, of its jurisdiction in an electronic format that is compatible with the mapping format used by the Administrator's office, and will provide notice to the Administrator of any new developments, annexations, de-annexations, and any other changes to the master voter registration list within the Participating Entities jurisdiction within the County.

Section 2.16. **RECOUNT NOTICE**. Not later than 48 hours after it becomes aware that a recount is required by law or requested by a candidate, Participating Entities will provide notice to the Administrator that a recount must be conducted.

Section 2.17. **ELECTION TO RESOLVE A TIE**. Notwithstanding any provision to the contrary, in the event an election is needed to resolve a tie vote, the affected Participating Entity and the Administrator will agree to an election date and early voting schedule in compliance with the Texas Election Code, with consideration given to other elections conducted by the Administrator. The cost for implementing an election under this section will be attributed solely to the affected Participating Entity.

Section 2.18. **PRECINCT REPORTS TO THE SOS**. Participating Entities will prepare and file all required precinct reports with the Texas Secretary of State.

ARTICLE III
COUNTY OBLIGATIONS

Section 3.01. **BACKGROUND CHECK**. The County will conduct a criminal background check (in accordance with statutory requirements) of any nominated Election Officer or Election Clerk who is expected to or scheduled to serve. Any person that does not satisfactorily pass the criminal background check or refuses to consent to a background check will be ineligible to serve in this Contracted Election. Failure to obtain a criminal background check does not release the Participating Entities' obligation for service rendered in good faith.

Section 3.02. **POLLING PLACES**. The County will enter into lease agreements for polling places, including temporary branch polling locations, to effect this contract. Participating Entities agree to reimburse the County for expenses associated with any lease agreements for polling places, pursuant to Section 6.04.

ARTICLE IV
ADMINISTRATOR DUTIES

Section 4.01. **ELECTION SUPERVISOR**. The Administrator will coordinate, supervise, and conduct all aspects of administering voting in connection with the Contracted Election in compliance with all applicable laws.

Section 4.02. **POLLING PLACES**. The Administrator will arrange for election day polling places, and the hours and location of early voting polling places, including temporary branch polling places. The Administrator will arrange for the physical preparation of each polling place, including tables, chairs, and voting booths.

Section 4.03. **NOTICE OF PREVIOUS POLLING PLACE**. As necessary, The Administrator will post physical notices of a change in polling places as required by Section 43.062, Texas Election Code. Participating Entities will be responsible for any other notice requirements under Section 43.061, Texas Election Code.

Section 4.04. **ELECTION SUPPLIES**. The Administrator shall, as necessary to conduct the Contracted Election, procure, prepare, and distribute election supplies to Election Officers for use at their respective polling locations during the Contracted Election.

Section 4.05. **EARLY VOTING CLERK**. Pursuant to Sections 31.096 and 32.097(b), Texas Election Code, the Administrator will serve as the Early Voting Clerk for the Contracted Election, and will supervise and conduct the early voting by mail and by personal appearance as follows:

(a) Appoint personnel to serve as early voting deputy clerks;
(b) Publish notice of early voting polling places, including temporary branch polling places;
(c) Receive and process mail ballot applications on behalf of the Participating Entities in accordance with Title 7, Texas Election Code, at the Caldwell County Elections Office, 1403 Blackjack Street, Suite A, Lockhart, Texas 78644;
(d) Secure and maintain early voting ballots at the Caldwell County Elections Office, 1403 Blackjack Street, Suite A, Lockhart, Texas 78644, or other location as necessitated by County reorganization;
(e) Coordinate the Early Voting Ballot Board to meet at the Caldwell County Elections Office, 1403 Blackjack Street, Suite A, Lockhart, Texas 78644;
(f) Publish electronic notice of the Signature Verification Committee meeting, pursuant to Chapter 87.121(i)(1), Texas Election Code;
(g) Publish notice, including electronic notice, of the Early Voting Ballot Board meeting, pursuant to Chapter 87.027, Texas Election Code;
(h) Publish notice, including electronic notice, that voting materials have been delivered to the signature verification committee and early voting ballot board, pursuant to Sections 87.0221, 87.0222, 87.0223, 87.023, 87.024, and 87.027(h), Texas Election Code.

Section 4.06. **ELECTION DAY DUTIES**. For each election day during the Contracted Election, not including early voting periods, the Administrator will coordinate, supervise, and conduct the election as follows:

(a) Make himself available from 6:00A.M. until the completion of vote counting to render guidance, technical support, and assistance to voters, Election Officials, Election Clerks, and Participating Entities;
(b) Prepare and conduct post-election intake of election equipment, supplies, and records;
(c) Serve as central counting station manager and tabulation supervisor;
(d) Count votes in conjunction with the Early Voting Ballot Board and Central Counting Station judges;

Section 4.07. **ELECTION NIGHT REPORTS**. The Administrator will prepare the unofficial and official tabulation of precinct results, as follows:

(a) Periodically make a public announcement of the current state of the unofficial tabulation, at www.co.caldwell.tx.us/page/caldwell.ElectionsOffice;

(b) Provide unofficial early voting precinct results and election day precinct results to Participating Entities as soon as administratively possible, but not earlier than the close of all polling places on the associated election day;

(c) Reconvene the Early Voting Ballot Board after election day as necessary to determine the disposition of timely provisional votes and late mail ballots , and to resolve any issues with such ballots;

(d) Promptly after final disposition of provisional votes and late mail ballots, the Administrator will retally and update the unofficial and official tabulation of precinct results with accepted provisional votes and resolved mail ballots, and provide new unofficial and official tabulations to the Participating Entities.

Section 4.08. **ELIGIBILITY OF ELECTION WORKERS**. The Administrator will notify all Election Officers and Election Clerks about the eligibility requirements contained in Title 3, Subchapter C, Texas Election Code, and Section 271.005, Texas Election Code. The Administrator will take necessary steps to ensure that all Election Officers and Election Clerks nominated to serve during the Contracted Election are qualified and eligible to serve.

Section 4.09. **NOMINATION OF ELECTION OFFICERS**. Administrator will provide to Participating Entities a list of persons to serve as Election Officers for the Contracted Election, attached as Attachment 'C'. If a person becomes unable or unwilling to serve as an Election Officer, the Administrator will nominate a replacement and, within 2 business days after amending Attachment 'C', forward the amended Attachment 'C' to the Participating Entities for appointment of the new nominee. Notwithstanding Section 7.08 of this contract, the County may update Attachment 'C' on receipt of a written communication from an appointed or nominated Election Officer indicating an inability or unwillingness to serve as an Election Officer.

Section 4.10. **NOTIFICATION OF APPOINTMENT TO ELECTION OFFICERS**. Within 72 hours of receiving notice of appointed Election Officers from Participating Entities, the Administrator will notify each appointed election officer of said appointment. The notification will also include the assigned polling station, the date of the election officer's election training(s), the date and time of the Contracted Election, the rate of compensation, the number of clerks the judge may appoint, the eligibility requirements for election clerks, and a list of nominated election clerks.

Section 4.11. **ELECTION TRAINING**. The Administrator will be responsible for conducting training for election officers and election clerks, as required by applicable law.

Section 4.12. **CENTRAL COUNTING STATION**. The Administrator will establish a central counting station to receive and tabulate ballots cast during the Contracted Election under Chapter 127, Texas Election Code. The central counting station will be located at the Caldwell County Elections Office,1403 Blackjack Street, Lockhart, Texas 78644.

Section 4.13. **LOGIC AND ACCURACY TESTING**. In advance of Early Voting, the Administrator, the tabulation supervisor, and other members the Administrator designates for the testing board shall conduct all logic and accuracy testing in accordance with applicable law and guidance provided by the Office of the Texas Secretary of State. The Administrator will be responsible for the publication of any required notice for logic and accuracy testing.

Section 4.14. **REGISTERED VOTER LIST**. The Administrator will provide lists of registered voters as required by law for use during the Contracted Election.

Section 4.15. **POLLING EQUIPMENT**. The Administrator will prepare and distribute the Elections Systems & Software ("ES&S") Polling Equipment for the Contracted Election, with each polling location to have at least one voting machine that is accessible to disabled voters.

Section 4.16. **BALLOTS**. The Administrator will be responsible for the printing, programming, and distribution of English and Spanish ballots and sample ballots, including mail ballots, based on the information provided by the Participating Entities pursuant to Section 2.11 of this contract. The Administrator will deliver the proposed ballots to the Participating Entities for approval prior to the printing, programming, and distribution of English and Spanish ballots and sample ballots, including mail ballots.

Section 4.17. **CUSTODIAN OF ELECTION RECORDS**. The Administrator will serve as the general custodian for election records and will maintain and preserve election records generated as part of the Contracted Election, as required by law. Access to the election records will be available to each Participating Entity as well as to the public in accordance with the Texas Public Information Act, Chapter 552, Texas Government Code. Third-party notice to Participating Entities, pursuant to Chapter 552, will be provided subject to Section 7.04 of this contract.

Section 4.18. **DELEGATION OF DUTIES**. The Administrator may, at his discretion, assign a deputy elections administrator to perform any of the contracted services.

Section 4.19. **TIMELY PERFORMANCE**. The Administrator will perform all election services in compliance with all time requirements set out in the Texas Election Code.

Section 4.20. **THIRD-PARTY CONTRACTS**. Pursuant to Section 31.098, Texas Election Code, the County is authorized to contract with third-parties for election services and supplies, to be included in any final invoice submitted to Participating Entities for payment subject to Sections 6.04 and 6.05 of this contract.

ARTICLE V
TERM AND WITHDRAWAL

Section 5.01. **INITIAL TERM**. The initial term of the contract will commence on the last party's execution hereof, and expires with respect to an individual Participating Entity on the County's receipt of that Participating Entity's payment-in-full of a final invoices submitted by the Administrator.

Section 5.02. **WITHDRAWAL**. Participating Entities may withdraw from this contract by delivering to the Administrator any certifications and declarations required under Subchapters C or D, Chapter 2, Texas Election Code. Delivery of said necessary certifications or withdrawals must be provided by the statutory deadlines prescribed by the Texas Elections Code. Any Participating Entities withdrawing from this contract will be billed for any expenses incurred or obligated prior to the Administrator's receipt of said necessary certifications and declarations. A Participating Entity's obligation to pay for any expenses incurred or obligated prior to withdrawal, subject to Sections 6.04 and 6.05 of this contract, survives expiration, termination, or cancellation of this contract until paid-in-full by the Participating Entities.

ARTICLE VI
COSTS AND PAYMENT

Section 6.01. **ESTIMATED COST**. Participating Entities acknowledge that the estimate contained in Attachment 'A' is an estimate ONLY, and any required payment reflected in the final invoice may differ.

Section 6.02. **FINAL INVOICE**. Final election expenses, as calculated pursuant to Sections 6.04 and 6.05 of this contract, will be determined within 120 business days after the conclusion of the Contracted Election. The Administrator will provide each Participating Entity with a final invoice.

Section 6.03. **PAYMENT DATE**. An invoice for election services submitted by the Administrator to Participating Entities is due and payable to the address set forth in the invoice within 30 days from the date of its receipt by a Participating Entity. This provision survives expiration, termination, or cancellation of this contract until paid-in-full by the Participating Entities.

Section 6.04. **PRORATED BILLING**. Participating Entities agree to share the costs of administering the Contracted Election. Allocation of costs for the entire election, unless specifically stated otherwise, will be shared between the Participating Entities based on a ration formula involving the total number of registered voters eligible to vote in the joint election and the number of registered voters associated with the individual Participating Entities for the joint election. The Participating Entities will be responsible for their percentage of the prorated cost or a minimum cost of $500.00, whichever is greater. The cost of any special request from a Participating Entity which is not agreed upon by all Participating Entities, will be borne solely by the requesting Participating Entity.

Section 6.05. **ADMINISTRATIVE FEE**. As authorized by the Section 31.100, Texas Election Code, a general supervisory fee not to exceed 10% of the total cost of the election will be assessed, and not less than $75.00.

Section 6.06. **PAYMENT FROM CURRENT REVENUES**. Each Party paying for the performance of governmental functions or services under this contract will make payments from current revenues available to the paying party.

ARTICLE VII
MISCELLANEOUS

Section 7.01. **CONTRACT COPIES TO AUDITOR AND TREASURER**. Pursuant to Section 31.099, Texas Election Code, the Administrator will file a copy of this executed contract with the Caldwell County Auditor and the Caldwell County Treasurer within 10 days of the execution date.

Section 7.02. **SEVERABILITY**. If any provision of this contract is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this contract in accordance with the intent of the parties to this contract as expressed in the terms and provisions.

Section 7.03. **FORCE MAJEURE**. Either of the parties to this Agreement shall be excused from any delays and/or failures in the performance of the terms and conditions of this Contract, to the extent that such delays and/or failures result from causes beyond the

delaying/failing party's reasonable control, including but not limited to war (whether declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization, civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience, act of terrorism, sabotage or piracy; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine, social distancing, isolation or other behavioral restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization; act of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, earthquake, landslide, flood, damage or destruction by lightning, drought; explosion, fire, destruction of machines, equipment and of any kind of installation, prolonged breakdown of transport, telecommunication or electric current; shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control of the subject party ("force majeure event ") whether foreseeable or unforeseeable by the parties at the time of the execution of this Agreement. Any delaying/failing party shall, with all reasonable diligence, attempt to remedy the cause of delay and/or failure and shall recommence all remaining duties under this Agreement within a reasonable time of such remedy, or, when applicable, on the next available dates under the Texas Election Code.

Section 7.04. **NOTICE**. Any addendum to, change or modification of, clarification of, or withdrawal from this contract requires written notice to and written approval by Caldwell County. Whenever this contract requires any consent, approval, notice, request, or demand, the writing must be delivered to the party intended to receive it and other Participating Entities, as provided in Attachment 'B'. Any required writing under this Section will be deemed to have been given when personally delivered, if mailed, 72 hours after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, property addressed to the contact person identified in Attachment 'B' Notwithstanding this Section and Section 7.08 of this contract, the County may update Attachment 'B' on receipt of a written communication from a Participating Entity designating new contact information. Within two business days after Attachment 'B' is amended, the Administrator will send each Participating Entity a copy of the amended attachment.

Section 7.05. **LIABILITY**. All parties to this contract agree to be responsible, in accordance with applicable state or federal law, each for their own negligent acts or omissions, or other tortious conduct in the course of performance of this contract without waiving any sovereign immunity, governmental immunity, statutory immunity, or other defenses available to the parties under federal or state law. Nothing in this paragraph will be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities. All parties agree that any such liability or damages occurring during the performance of this contract caused by the joint or comparative negligence of the parties, or their employees, agents, or officers will be determined in accordance with comparative responsibility laws of Texas, but only to the extent such laws are applicable to the party.

To the extent permitted by law, if legal action is filed against a party to this contract, that party shall be solely responsible for their own respective costs and defense of that suit.

Section 7.06. **CHOICE OF LAW**. This contract will be governed and interpreted by the laws of the State of Texas.

Section 7.07. **VENUE AND JURISDICTION**. Venue will lie in the district courts serving Caldwell County Texas, and are the exclusive jurisdiction and venue for any lawsuit, cause of action, temporary restraining order, temporary injunction, injunction, petition for extraordinary relief, mandamus, or any other legal proceeding or claim arising out of the performance of this contract.

Section 7.08. **ENTIRE CONTRACT**. This contract, including any exhibits or attachments, contains the entire agreement between the Administrator, the County, and the Participating Entities concerning the duties required by this contract. The Administrator and each Participating Entity hereby expressly warrant and represent that they are not relying on any promises or agreements that are not contained in this contract concerning any of the terms in this contract. Except otherwise specified in this contract, no modification, amendment, novation, renewal, or other alteration of this contract shall be effective unless mutually agreed upon in writing and executed by the Parties hereto.

Section 7.09. **PLURALITY, GENDER, AND HEADINGS**. In this contract, words in the singular number include the plural, and those in the plural include the singular. Words of any gender also refer to any other ender. Headings in this contract are descriptive only, and not terms of inclusion or exclusion.

Section 7.10. **RELATIONSHIP OF PARTIES**. The Participating Entities, including their agents or employees, are independent contractors and are not an agent, servant, joint enterpriser, joint venturer, or employee of the Administrator or the County, and are responsible for their own acts, forbearance, negligence, and deeds, and for those of their agents or employees in conjunction with the performance of services covered under this contract. The Participating Entities represent that they have, or will secure at their own expense, all personnel and consultants required in performing the services herein. Such personnel and consultants shall not be employees of or have any contractual relationship with the Administrator or the County.

Section 7.11. **DEFAULT, CUMULATIVE RIGHTS, AND MITIGATION**. It is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this contract are cumulative, and no party's use of any right or remedy will preclude or waive its right to any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance, or otherwise. All parties have a duty to mitigate damages.

Section 7.12. **CONTRA PROFERENTEM**. The legal document of contra proferentem will not apply to this contract. Consequently, any ambiguity that may exist in this contract will not be construed against the party who drafted this contract.

Section 7.13. **SIGNATORY WARRANTY**. The signatories for the County, the Administrator, and Participating Entities represent that each has the full right, power, and authority to enter into and perform this contract in accordance with all of its terms and conditions, and that the execution and delivery of this contract has been made by authorized representatives of the Participating Entities to validly and legally bind the Participating Entities to all terms, performances, and provisions set forth in this contract.

Section 7.14. **COUNTERPARTS**. This contract may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

IN WITNESS HEREOF, the parties hereto have executed this contract on this the ____ day of _____, 20____.

CALDWELL COUNTY, TEXAS:

_____
Hoppy Haden
Caldwell County Judge

_____
Devante Coe
Caldwell County Elections Administrator

Attest:

_____
Teresa Rodriguez
Caldwell County Clerk

CITY OF LOCKHART, TEXAS

_____
Name: _____
Title: _____

Attest:

_____
Name: _____
Title: _____

OATMAN HILL MUNICIPAL UTILITY DISTRICT

_____
Name: _____
Title: _____

Attest:

_____
Name: _____
Title: _____

WAELDER ISD:

_____
Name: _____
Title: _____

Attest:

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Name: _____
Title: _____

City of Mustang Ridge, Texas

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Name: _____
Title: _____

Attest:

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Title: _____

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Name: _____
Title: _____

Lockhart
TEXAS

2022-2023 Strategic Work Plan

The Strategic Planning Process

From January through April 2022, the City of Lockhart embarked on a strategic planning process to create strategic priorities for 2022-2023. The following is the process used to reach the conclusions for the plan:

The process kicked off with a preliminary Zoom between the City Manager, Steve Lewis, Mayor Lew White, and professional facilitator Alysia A. Cook, PCED, IOM with Opportunity Strategies LLC. The three met to review key issues facing the city, understand the programs and projects currently underway, and to prepare the process and format for the planning session.

On April 8, 2022, the City of Lockhart Management Team met at the Library for Part 1 of the Strategic Work Planning Session for 2022-2023.

On April 9, 2022, the City of Lockhart City Council and City Manager met at the Library for Part 2 of the Strategic Work Planning Session for 2022-2023.

Day One – Management Team

Day One began with City Manager Steve Lewis reviewing with the Management Team the City of Lockhart's accomplishments and success stories of 2021.

Following that, the City Manager and the facilitator shared some leadership concepts and considerations with the Lockhart Management Team. This led to some group discussions about the importance of continuous learning and leadership development.

The City Manager discussed with the participants that when goals are adopted by the City Council, they provide a positive impact for the Management Team in at least 4 different ways:

a) Direction is clearly set by City Council
b) Once that direction is established, differences can be discussed in a more open, less polarizing manner
c) Saves time in decision making on projects/programs
d) City Manager's recommendations can be better aligned with ultimate objectives

Mission of Lockhart Management Team

To promote and influence the alignment of organizational resources by focusing on:

a) Organizational planning and issues
b) Open communication with elected officials, staff, boards, commissions, and citizens
c) Ensuring City of Lockhart is a leader in Central Texas regarding issues with community relevance
d) Implementing programs that derive from the City Council and community's goals

Start – Stop – Continue

The facilitator then engaged the Management Team in a group exercise called *Start – Stop – Continue* which divides participants into small groups and has them offer feedback on what the City needs to start doing, stop doing, and continue doing.

These are individual manager recommendations and not necessarily agreed to by all managers or by City Council members. The responses are as follows:

Start

- Long-term capital planning
- Increasing non-emergency communications
- Administering annual customer service surveys that are statistically valid
- Developing recreation programs
- Indoor community recreation center
- City facilities and community infrastructure improvements
- New spaces for city facilities
- Modernize Human Resources policies including technology
- A vehicle acquisition fund
- Decreasing steps in the hiring process
- Staff planning for future growth
- Modernizing our contracts, best practices, attorney, etc. including reviewing for mutually beneficial language and avoiding one-sided contracts

Stop

- Ineffective/outdated contracts
- Thinking small
- Six-month probationary period for personnel
- Reconnecting customers after 10pm
- Providing free services (such as banners and road closures) and establish a fee schedule for these special requests
- Requiring utility inspections for every change of occupant

Continue

- Longevity pay
- Forward-looking planning for quality growth
- Law enforcement outreach with community
- Contracting (sending RFPs) for solid waste collection
- Supporting tourism
- Modernizing technology, e.g. paperless, Go Green
- Enhancing community investment
- Planning our wayfinding and signage
- Growing events that enhance overnight stays in Lockhart and maximize HOT $ collections
- Economic growth including considering developing a 4th industrial park
- Striving for improved customer service
- Community engagement including public open houses and social media

Next, the Management Team embarked on a discussion around the following topics which also included some departmental reports on the status of various projects:

- Growth Trends
- Land Development
- Economic Development
- Service Delivery
- Workforce Development
- Long Range Financial Outlook

Following those discussions, the facilitator led the Management Team through a discussion of what they each thought should be the 2022-2023 goals City Council would establish the following day. She recorded those recommendations, then the group reached consensus on what would be put forth to the Council to consider.

The final decisions for 2022-2023 were made by City Council the following day and are listed below.

Day Two – City Council

Day Two began with City Manager Steve Lewis reviewing with City Council the City of Lockhart's accomplishments and success stories of 2021.

Expectations – City Council

Following that, the facilitator asked City Council to share any expectations for the day. Responses were as follows:

- TxDOT – Wayfinding and Signage
- Summerside Subdivision turn lane and traffic light
- Urgent Care facility
- Comprehensive mental health care for first responders
- Keeping City Staff wages competitive
- Need for an Assistant City Manager
- Need for a grantwriter
- Regional animal shelter
- Next industrial park and/or property

The following is the City of Lockhart 2022-2023 Strategic Work Plan.

City of Lockhart Vision:

- To be a first-class community that has maintained its integrity and sense of community characterized by livable neighborhoods and quality schools.
- To be a City that focuses on family by ensuring quality recreational and cultural activities, services, housing, economic, and educational opportunities that promote a well-rounded productive member of the community.
- To be a City that is friendly to visitors and future residents with a spirit of fellowship and cooperation by accommodating their needs and recognizing the wealth in cultural, ethnic and age diversity.
- To be a City committed to sustainability by diligently balancing community needs with available resources and managing growth in a smart and fiscally responsible manner.
- To be a City that celebrates and embraces its long and rich history by reinvesting in neighborhoods, preserving areas and buildings of historic significance and returning the Central Business District to an economically viable and lively activity center.
- To be a City recognized for the quality of its built environment and the integration of the natural landscape throughout the community.
- To be a City that ensures a good balance between residential, commercial, industrial, and public/institutional uses supported by quality infrastructure and transportation systems.
- To be a City known for its innovative solutions to managing growth, progressiveness of City government, and responsiveness to the needs of citizens and businesses.

Source: Lockhart 2020 Comprehensive Plan

Goal #1: City Facilities

Goal #2: Human Resources/ Staffing

Goal #3: Parks & Recreation

Goal #4: Infrastructure

Goal #5: Modernization & Communications

Goal #6: Development & Quality of Life

Goal #7: Revenue Sustainability

2022-2023 Goals:

Each of the following seven goals is guided by the values of diversity and inclusion. Diversity and inclusion are a tapestry that is woven through every goal, every service, and every program.

Goal #1: City Facilities
To begin planning for new city facilities and offices.

Goal #2: Human Resources/Staffing
To enhance our HR services to ensure Lockhart remains a competitive employer.

Goal #3: Parks & Recreation
To develop the Parks & Recreation program and services.

Goal #4: Infrastructure
To enhance physical infrastructure and branded wayfinding throughout Lockhart.

Goal #5: Modernization & Communications
To modernize our in-house and online technology, systems, and communications to serve residents more efficiently and tell the Lockhart story.

Goal #6: Development & Quality of Life
To continually improve the quality of life and employment opportunities of the people of Lockhart.

Goal #7: Revenue Sustainability
To ensure the long-term financial health and sustainability of the City of Lockhart.

Goal #1: City Facilities

To begin planning for new city facilities and offices.

1.1 Consider which facilities improvements should be funded by certificates of obligation vs. bonds
1.2 Begin plans to replace/update City Hall
1.3 Begin plans to replace/update Police/Fire/Training facilities
1.4 Begin plans to replace/update Maintenance/City Barn Utilities
1.5 Reclaim old space at the hospital
1.6 Lease additional space at the EDC building
1.7 Conduct a Facilities Study with architects and engineers
1.8 Consider Airport improvements (TxDOT Aviation) in the study

Goal #2: Human Resources/Staffing

To enhance our HR services to ensure Lockhart remains a competitive employer.

2.1 Hire ACM (Assistant City Manager) immediately
2.2 Hire City Manager Support Staff (Executive Assistant or Administrative Assistant)
2.3 Once new ACM is hired, assign him/her with developing a Staffing Plan
2.4 Once new ACM is hired, assign him/her with developing a Succession Plan
2.5 Consider adding additional staff city-wide as needed
2.6 Retain law enforcement officers by ensuring compensation competitiveness
2.7 Implement a formal EAP (Employee Assistance Program)
2.8 Secure a grantwriter (explore opportunities for hiring one vs. contractor)

Goal #3: Parks & Recreation

To develop the Parks & Recreation program and services.

3.1 Develop adult and youth programming that utilize existing facilities
3.2 Conduct successful outreach to sports leagues across Texas and neighboring states
3.3 Consider new Parks & Rec facilities such as pickleball, volleyball, and frisbee golf
3.4 Plan for and implement safety improvements of existing facilities
3.5 Plan for and implement aesthetic improvements of existing facilities
3.6 City Council requests to meet with Parks & Rec Director and City Manager to discuss ideas and brainstorm next steps in the Parks Plan including:
- Work session, then tour Parks facilities with Parks & Rec Director
- Discuss short-term vs. long-term Parks & Rec needs
- Develop plan to survey citizens including bond exploration

Goal #4: Infrastructure

To enhance physical infrastructure and branded wayfinding throughout Lockhart.

4.1 Conduct public open houses to determine public wishes for Downtown
4.2 Council to approve a final Downtown Conceptual Design and authorize staff to implement
4.3 Consider an additional commercial district with retail and mixed-use offerings
4.4 Issue the RFP for a Comprehensive Plan update (hire firm by January 2023, then CIP (capital improvement plan) to follow
4.5 Explore downtown WiFi options including geofencing

Goal #5: Modernization & Communications

To modernize our in-house and online technology, systems, and communications to serve residents more efficiently and tell the Lockhart story.

5.1 PIO (Public Information Officer) to secure proposals for a new website design including:
- Online forms and application portals (permitting, employment, variance requests, etc.)
- Must be mobile responsive platform
- Ensure ease of use and innovative utility of site
- Include a portal to the Lockhart Economic Development Corporation website

5.2 Hire a consultant to 1) build a survey to ask the public what information they seek to find on the City of Lockhart website and 2) compare Lockhart website to other communities with high utilization of an innovative website

5.3 Streamline application processes of permits, developer proposals, engineering, employment, etc. to be placed on website (see 5.1)

5.4 Verify internet access at all City facilities

Goal #6: Development & Quality of Life

To continually improve the quality of life and employment opportunities of the people of Lockhart.

6.1 Consider proposed sidewalk ordinance
6.2 Facilitate/incentivize more housing options including:
- Rental housing options
- Workforce housing options
- Higher-income housing
- Infill/revitalized housing within centers of commerce (existing or planned)
- Senior/retiree housing

6.3 Continue to promote family-friendly events in Downtown
6.4 Encourage higher development standards (within state legislature contraints) to research modernization techniques and make recommendations to City Manager for consideration
6.5 Continue to implement Animal Control Audit recommendations
6.6 Continue to provide concerts on the square

Goal #7: Revenue Sustainability

To ensure the long-term financial health and sustainability of the City of Lockhart.

7.1 Explore and increase film production permitting fees
7.2 Create and implement fees for banners, road closures, event special requests
7.3 Use grantwriter (see 2.8) to find and write grants that benefit the City of Lockhart and its residents
7.4 Conduct discussions between City Council and Staff regarding which items can/should be funded by certificates of obligation vs. bonds
7.5 Update/increase construction permit fees and impact fees
7.6 Explore a bond vote for the items proposed by Parks & Rec and Council from Goal #3
7.7 Explore the concept of a Community Foundation with community benefactor options including other communities who have successfully created and implemented a Community Foundation

City of Lockhart Leadership

The 2022 City Council and Management Team participating:

City Council:

Lew White, Mayor
Angie Gonzales-Sanchez, Mayor Pro-Tem
Brad Westmoreland, Councilmember At-Large
Juan Mendoza, Councilmember District 1
David Bryant, Councilmember District 2
Kara McGregor, Councilmember District 3
Jeffry Michelson, Councilmember District 4

Management Team:

Steve Lewis, City Manager
Julie Bowermon, Director of Human Resources
Connie Constancio, City Secretary
Travis Hughes, Director of Parks & Recreation
Randy Jenkins, Fire Chief
Mike Kamerlander, Economic Development Director
Sean Kelley, Public Works Director
Pam Larison, Director of Finance
Bobby Leos, Electric Superintendent
Victoria Maranan, Public Information Officer
Bertha Martinez, Director of Library Services
Ernest Pedraza, Chief of Police

Facilitated by Opportunity Strategies LLC

Lockhart
TEXAS

City of Lockhart

2020-2021 Strategic Priorities

Prepared by:

Opportunity Strategies LLC