

PUBLIC NOTICE
AGENDA
LOCKHART CITY COUNCIL

August 15, 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. Discuss an interlocal agreement between Capital Area Rural Transportation System (CARTS) and the City of Lockhart. 4-49
- B. Discussion regarding setting the 2023 combined maintenance and operations and interest and sinking proposed property tax rate of the City of Lockhart. 50-51
- C. Discuss the 3rd Quarter Fiscal Year 2023 Investment Report. 52-61
- D. Discuss adopting Ordinance 2023-15 designating Lockhart Industrial District No. 1 in the City's Extraterritorial Jurisdiction. 62-66
- E. Discuss Resolution 2023-13 regarding a contract for medical director services for Lockhart EMS between Travis County Emergency Physicians, P.A. dba US Acute Care Solutions (USAC) effective October 1, 2023. 67-75
- F. Discuss contract for Election Services with the Caldwell County Elections Administrator to conduct the City of Lockhart's General Election on November 7, 2023. 76-93

7:30 P.M. REGULAR MEETING

- 1. **CALL TO ORDER**
Mayor Lew White
- 2. **INVOCATION, PLEDGE OF ALLEGIANCE**
Invocation. Pledge of Allegiance to the United States and Texas flags.

3. PUBLIC COMMENT

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

4. PUBLIC HEARING/COUNCIL ACTION

- A. Hold a PUBLIC HEARING regarding whether the City Council of the City of Lockhart should enact an Ordinance regulating the installation and use of on-site sewage facilities in the City of Lockhart and discussion and/or action to consider Ordinance 2023-14 adopting rules and requirements for on-site sewage facilities. 94-104
- B. Hold a PUBLIC HEARING for the proposed City of Lockhart Fiscal Year 2023-2024 Budget. 105-106

5. DISCUSSION/ACTION ITEMS

- A. Discussion and consideration regarding an interlocal agreement between Capital Area Rural Transportation System (CARTS) and the City of Lockhart. 107-152
- B. Discussion and/or action regarding setting the 2023 combined maintenance and operations and interest and sinking proposed property tax rate of the City of Lockhart. 153-154
- C. Discussion and/or action to receive the 3rd Quarter Fiscal Year 2023 Investment Report. 155-164
- D. Discussion and/or action to consider adopting Ordinance 2023-15 designating Lockhart Industrial District No. 1 in the City's Extraterritorial Jurisdiction. 165-169
- E. Discussion and/or action to consider Resolution 2023-13 regarding a contract for medical director services for Lockhart EMS between Travis County Emergency Physicians, P.A. dba US Acute Care Solutions (USAC) effective October 1, 2023. 170-178
- F. Discussion and/or action to consider contract for Election Services with the Caldwell County Elections Administrator to conduct the City of Lockhart's General Election on November 7, 2023. 179-196

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

- Update on TxDOT's plans for future improvements to FM 2720.
- Update on the Aquatics subcommittee visioning process and future City Council workshop.
- Maple Street Splash Pad shade canopy installations update.
- School starts August 16th: City Park Swimming Pool will remain open with modified hours of operation while lifeguards are available.
- Community input sought for City's new Comprehensive Plan.

7. COUNCIL AND STAFF COMMENTS - ITEMS OF COMMUNITY INTEREST

8. 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 11th day of August, 2023 at 2:45 p.m.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: August 15, 2023

AGENDA ITEM CAPTION: Discuss an interlocal agreement between Capital Area Rural Transportation System (CARTS) and the City of Lockhart.

ORIGINATING DEPARTMENT AND CONTACT: Finance - Joseph Resendez, ACM

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: On April 21st, CARTS General Manager, Dave Marsh, contacted the City Manager to request funding for FY 2023-24 be allocated via an interlocal agreement (ILA). Historically, CARTS has received funding from the City Council through the Non-Profit and Human Services Organizational line item in the General Fund.

During the July 18th City Council meeting, Mr. Marsh and Ms. Dana Platt, CARTS Community Services Director, gave a presentation to City Council with additional information associated with their increased funding allocation request. Staff was directed to perform additional review and return to City Council for consideration. CARTS and Mr. Marsh provided their current agency budget (09/01/2022 - 08/31/2023) and a financial statement of current revenues and expenditures from 9/01/2022 - 6/30/2023. The statement includes projected year-end expenditures of approximately \$380,000.

In 2022, CARTS introduced their CARTS Now service. The added costs for this service requires off setting additional funding. CARTS is requesting \$40,000 be approved by the City for the upcoming FY 2023-24 city budget to fund an approximately 10% share of both CARTS Now and Interurban services expenses.

At this time, other CARTS communities are evaluating similar requests.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required: \$40,000

Account Number: 100-5101-711-00

Funds Available:

Account Name: CARTS

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

City of Lockhart, Texas

Council Agenda Item Cover Sheet

STAFF RECOMMENDATION/REQUESTED MOTION: Table the interlocal agreement to allow staff to evaluate the City's contribution.

LIST OF SUPPORTING DOCUMENTS: CARTS-City of Lockhart-Interlocal Agreement, Statement of Activities, CARTS Transit Presentation

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

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

RECITALS

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

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

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

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

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

I. FINDINGS

- 1.1 Recitals Incorporated.** The recitals set forth above and herein are true and correct, and such recitals are incorporated herein for all purposes.
- 1.2 Effective Date.** This Agreement will be effective on the latest date of execution by the parties hereto (the “Effective Date”).
- 1.3 Current Revenue Provision.** All monies paid by the parties under this Agreement shall be paid from current revenues available to the paying party.
- 1.4 Allowable Public Purpose.** CARTS and the City agree that CARTS, through its services, accomplishes a public purpose that benefits the city.

II. TERM

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

III. SERVICES TO BE PROVIDED BY CARTS

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

IV. PAYMENT BY CITY FOR SERVICES

For CARTS’ performance of services under this Agreement, City agrees to pay CARTS the lump sum amount of Forty Thousand and No/100 Dollars (\$40,000.00). The schedule for City’s payment of the lump sum amount under this Agreement shall be mutually agreed to by CARTS and City.

V. TERMINATION

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

VI. MISCELLANEOUS

- 6.1 Amendment.** This Agreement shall not be altered, waived, amended, or extended without the parties’ prior written agreement.
- 6.2 Assignment.** All provisions of this Agreement shall be binding upon the parties and each of their respective successors and assigns. Neither party shall assign its rights and obligations under this Agreement to any other party without the express prior written consent of the other party.
- 6.3 Notice.** All notices and other communications in connection with this Agreement shall be in writing and shall be deemed delivered upon deposit in the U.S. mail, with postage prepaid, certified mail, return receipt requested, addressed to the recipient’s address as stated herein. Notice given in any other manner shall be deemed effective only if and when received by the party to be notified.

CITY:

City of Lockhart, Texas
308 W. San
Antonio
PO Box 239
Lockhart, Texas 78644
Attn: Steven Lewis, City Manager

CARTS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY:

CITY OF LOCKHART, TEXAS

By: _____ Name: _____ Title: _____

Date Signed: _____

FOR CITY, ATTEST:

FOR CITY, APPROVED AS TO FORM:

By: _____
_____, City Secretary

By: _____
_____, City Attorney

CARTS:

CAPITAL AREA RURAL TRANSPORTATION SYSTEM

By: _____
David L. Marsh, General Manager

Date Signed: _____

EXHIBIT “A”

CARTS *Now* Microtransit Service

CARTS Country Bus Service

CARTS Interurban Coach service

CARTS
Statement of Activities
CARTSNow-Lockhart Service
September 1, 2022 - June 30, 2023

		Total YTD	Year End Projected Costs
Revenues			
4150	Fares	<u>10,864</u>	<u>13,037</u>
	Total Revenues	<u>10,864</u>	<u>13,037</u>
Expenses			
Wages & Benefits			
5000	Salaries	111,243	133,492
5060	FICA	8,249	9,898
5070	Unemployment	450	540
5150	Worker's Compensation	5,319	6,383
5160	Health	27,283	32,739
5170	Retirement	13	16
5180	AD&D, Life & Dental	<u>1,674</u>	<u>2,009</u>
	Total Wages & Benefits	<u>154,231</u>	<u>185,077</u>
Other Expenses			
6160	Drug/Physicals/Background	484	581
6200	Facility Maintenance & Equipment	0	0
6400	Membership and Dues	100	120
6750	Software and Network Support	<u>9,020</u>	<u>10,824</u>
6766	Overhead-allocated costs	<u>5,250</u>	<u>6,300</u>
	Total Other Expenses	<u>14,854</u>	<u>17,825</u>
Vehicle Expenditures			
7050	Vehicle Graphics	1,149	1,379
7100	Fuel	18,285	21,942
7200	Licensing & Registration	45	54
7455	Tires	855	1,026
7460	Towing	279	335
7500	Vehicle Equipment	0	0
7540	Vehicle Maintenance	24,430	29,315
7550	VMC Parts	<u>1,600</u>	<u>1,920</u>
	Total Vehicle Expenditures	<u>46,642</u>	<u>55,971</u>
	Total Expenses	<u>215,727</u>	<u>258,873</u>
 Interurban Service			
	1516 Expenses	100,925	121,110
Total CARTS Now and Interurban		<u><u> </u></u>	<u><u>379,983</u></u>

CARTS
Statement of Activities



Recap of Expenses	
Wages and Benefits	6,743,737
Operating & Admin Expenses	1,533,815
Vehicle Operations & Maintenance	1,708,000
Capital Expenses	\$3,277,881
Planning Expenses	194,040
TOTAL EXPENSES:	13,457,473
Recap of Resources	
Operating Resources	9,985,552
Capital Resources	\$3,277,881
Planning Resources	194,040
TOTAL RESOURCES:	13,457,473



July 7, 2023

Mayor Lew White
Mayor – City of Lockhart
P.O. Box 239
Lockhart TX 78644

Dear Mayor White:

THE CARTS DISTRICT

5300 Tucker Hill Ln
Cedar Creek, TX 78612

PO Box 6050
Austin, TX 78762

512/481 1011
f 512/478 1110

RideCARTS.com

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

The Capital Area Rural Transportation System (CARTS) formally submits this letter as a request for \$40,000.00 to be included in the city budget for the upcoming fiscal year. These funds will be used to support transportation services in the City of Lockhart. CARTS, with your continued support, will continue its mission to provide safe, reliable transportation in the city.

You will note an increase in this year's request as your city participates in the CARTS *Now* service and the added costs for that type of service necessitates we request a higher level of local funding.

A CARTS representative will attend and present at the July 18th meeting of the city council. We have prepared an Interlocal Agreement (attached) for your consideration to memorialize our understanding.

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

Please feel free to contact me for any questions or concerns at (512) 505-5678 or Dave@RideCARTS.com.

Sincerely,

David L. Marsh
General Manager

cc: Commissioner Rusty Horne
cc: Pam Larison – Director of Finance
cc: Steven Lewis, City Manager



Simply download the App. Ride on-demand.

LIMITED TIME!

FREE

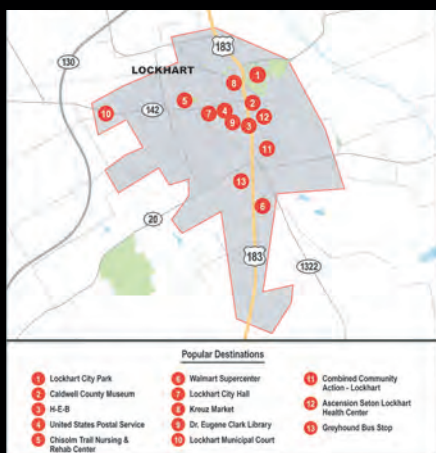
REFER A FRIEND — RIDE FOR FREE!*

*Earn free rides by inviting friends to sign up and ride with CARTS Now. To find your invite code, tap FREE RIDES in the app menu. When a friend signs up with your invite code, they'll receive a free first ride. After they've completed a first ride, your next ride will be free. This offer may be revoked or altered at any time by CARTS Now.

SERVICE INFO

CARTS Now is in Lockhart Mon – Fri, 7 a.m. – 7 p.m.

Ride anywhere within the Lockhart Zone Map.



HOW TO RIDE

1. Download the App

Get CARTS Now from the App Store or Google Play on your smart phone.

Follow the simple steps to set up your account. *If you do not have a smart phone call 512-505-5666.

2. Set Your Pickup

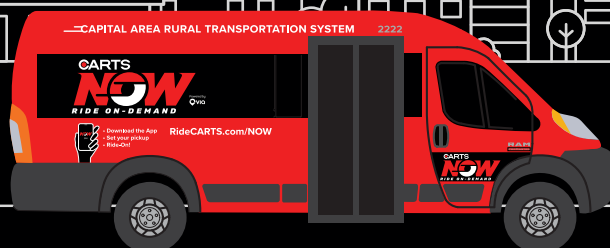
Enter your pickup and dropoff addresses and choose your ride option.

3. Ride-On!

Check the app and walk a short distance to your pickup spot. Call 512-505-5666 if you have questions.



Scan to download the
CARTS Now app



RideCARTS.com/NOW

512-505-5666



Simplemente descarge el App. Ride-on demand.

TIEMPO LIMITADO!

GRATIS

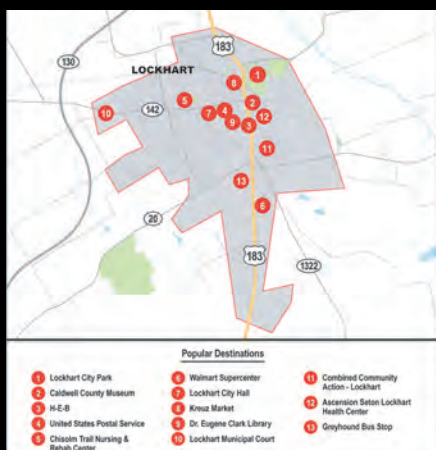
RECOMIENDE A UN AMIGO — VIAJE GRATIS!*

*Usted puede ganar viajes gratuitos cuando invite amigos y registren su viaje con CARTS Now. Para ver su código de invitación, presione FREE RIDES en el menú de la app. Cuando sus amigos registren usando el código que usted les envíe, ellos recibirán su primer viaje gratis. Después que completen ese viaje, su próximo viaje será gratis. Esta oferta puede ser cancelada o alterada en cualquier momento por CARTS Now.

INFORMACION DE SERVICIO

CARTS Now se encuentra en Lockhart de Lunes a Viernes, 7am-7pm.

Viaje a cualquier lugar dentro de la zona Lockhart.



COMO VIAJAR

1. Descarge el App

Consiga CARTS Now desde el App Store o Google Play en su teléfono, smart phone. Siga los pasos para establecer su cuenta. *Si no tiene un smart phone, llame a 512.505.5666.

2. Decida su Recogida

Ingrese las direcciones de su recogida y destino, y escoja su opción de viaje.

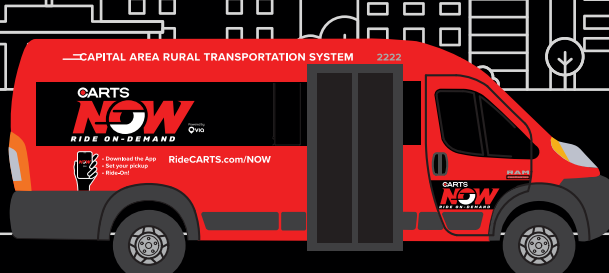
3. Listo!

Revise el app y camine una corta distancia a su lugar de recogida. Si tiene preguntas llame a 512.505.5666.



Escanee para
descargar el app

Powered by
VIA



RideCARTS.com/NOW

512-505-5666

CARTS
NOW
RIDE ON-DEMAND

Your new way to get
around *lickety-split*.

Su nueva manera
de viajar *rapidísimo*.



RideCARTS.com/NOW

Ride today:

- 1 Download the App
- 2 Set your pickup
- 3 Ride-On!



Como viajar:

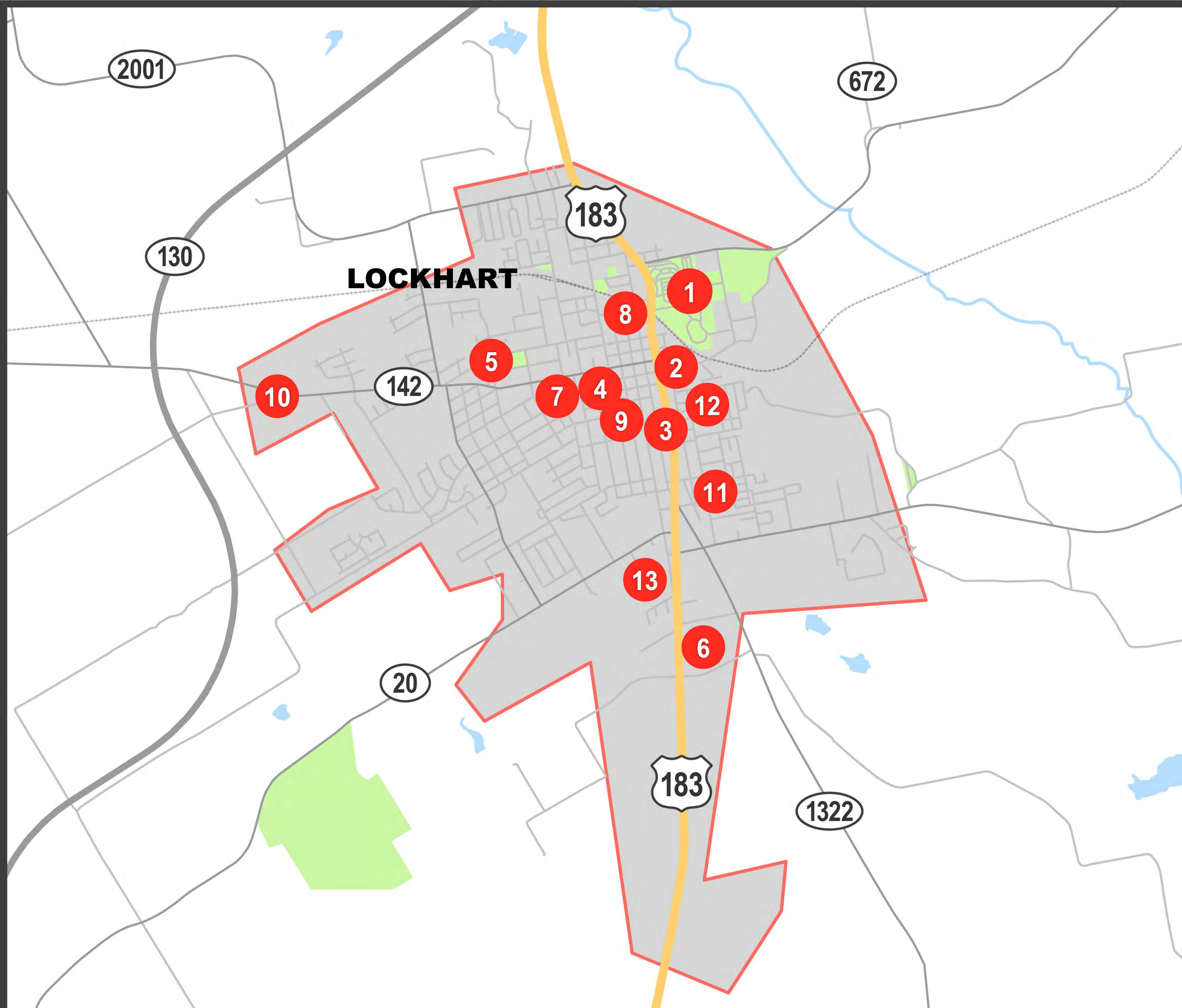
- 1 Descargue el app
- 2 Decida su recogida
- 3 ¡Listo!



◀ *Scan to download*
Escanee para
descargar

Or call to schedule
O llame para programar

512-505-5666 Page 17 of 211



Popular Destinations

- | | | |
|--|-----------------------------|---|
| 1 Lockhart City Park | 6 Walmart Supercenter | 11 Combined Community Action - Lockhart |
| 2 Caldwell County Museum | 7 Lockhart City Hall | 12 Ascension Seton Lockhart Health Center |
| 3 H-E-B | 8 Kreuz Market | 13 Greyhound Bus Stop |
| 4 United States Postal Service | 9 Dr. Eugene Clark Library | |
| 5 Chisolm Trail Nursing & Rehab Center | 10 Lockhart Municipal Court | |



Capital Area Rural Transportation System

CARTS RIDE LINE 1 (512) 478-RIDE (7433)

Regional Transportation for the non-urbanized areas of Bastrop, Blanco, Burnet, Caldwell Fayette, Hays, Lee, Travis and Williamson counties & the San Marcos urbanized area.

CARTS delivers transportation tailored specifically for each of the one hundred and sixty-nine communities it serves. The service frequency in or to the various communities range from many times a day to once a month. Be sure to visit the CARTS web site at RideCARTS.com for updates and further route information for each community. Persons traveling out of town can use the Interurban Coach service. Most Country Bus schedules make connections to Interurban Coach services.

Rides are scheduled Monday thru Friday from 8am to 4pm / 24 hours advance notice required. Local vehicles serve neighboring towns so local ride times may vary.

CURB-TO-CURB SERVICES RESERVED BY PHONE

Enjoy the convenience of having a CARTS bus pick you up at your home, take you to your destination, and then back home again. We will set up a time for pickup within our time slots of general availability. On your first call we will request information to enter into your customer profile, and after that we will know you when you call.

CARTS can help you or someone you know who needs a ride to go shopping, city businesses, medical appointments, work, senior centers or for any other purpose.

Vehicles serve neighboring towns so local ride times may vary.

COUNTRY BUS FARES

Fares are set by zones. A CARTS customer service agent will inform you of ride costs when booking the trip. All fares are based on a one-way trip.

Zone 1 -City \$2.00 *\$1.00
Trips wholly within a town or city

Zone 2 - Intra-county \$4.00 *\$2.00
Trips originating and ending within the same county

Zone 3 - Inter-county \$6.00 *\$3.00
Trips with destinations outside the county of origin

HOPTHRU

CARTS bus passes are now available on your phone. **HOPTHRU** is a streamlined mobile ticketing app for use on public transportation. Text "**hopthru**" to **43506** and download a link. After creating an account, tap "**Buy Passes**" on the main screen, select your preferred CARTS service from the list of agencies, and then select your desired pass type. Just before boarding the bus, tap on your pass to activate it. Present your pass to the driver while boarding and your off!

NATIONAL CONNECTIONS

Bus and Train Services: CARTS operates intercity bus terminals for Greyhound and makes connections to Greyhound stations. Which can take care of your shipping or travel needs nationwide. At our San Marcos Station, AMTRAK rail service is also available. Visit the CARTS web site at RideCARTS.com for station address and further information.



Capital Area Rural Transportation System

COUNTRY BUS SCHEDULES



CALDWELL
COUNTY

RideCARTS.COM

*Reduced Fare: Registered CARTS Customers, Seniors 65 and older, Persons with Disabilities, and Children Under 12.



Community Served	Destination	Route Day	Departure	Return	One-Way	Reduced
Dale	To: San Marcos	Mon & Fri	7:30a	12:00p	\$6.00	\$3.00
	To: Lockhart	Mon & Fri	7:30a	12:00p	\$4.00	\$2.00
City of Lockhart	Local Service	Mon thru Fri	8:00a to 4:30p		\$2.00	\$1.00
	To: Austin	Mon, Wed & Fri	8:45a	3:15p	Interurban Coach 	
	To: San Marcos	Mon, Wed & Fri	8:00a & 2:30p	12:30p & 3:30p	\$6.00	\$3.00
	To: Kyle/Seton Med	Mon, Wed & Fri	8:00a	3:00p	\$6.00	\$3.00
	To: Luling	Tue & Thurs	9:00a	2:30p	\$4.00	\$2.00
City of Luling	Local Service	Mon thru Fri	8:00a to 4:30p		\$2.00	\$1.00
	To: Austin/Lockhart	Mon, Wed & Fri	8:00a	3:15p	Interurban Coach 	
	To: Lockhart	Tue & Thurs	8:00a	2:00p	\$4.00	\$2.00
	To: San Marcos	Thursday	9:00a	12:00p	\$6.00	\$3.00
Lytton Springs Mendoza	To: Lockhart	2nd & 4th Thursday	8:45a	1:00p	\$4.00	\$2.00
Martindale Reedville	To: San Marcos	Mon, Wed & Fri	9:15a	3:00p	\$6.00	\$3.00
Maxwell	To: San Marcos	Mon, Wed & Fri	9:30a	3:15p	\$6.00	\$3.00
Niederwald Uhland	To: San Marcos	Tue & Thurs	9:00a	12:00p	\$6.00	\$3.00
	To: Lockhart	2nd & 4th Thursday	8:30a	1:00p	\$4.00	\$2.00
Stairtown Fentress Prairie Lea	To: Luling	Friday	9:00a	12:00p	\$4.00	\$2.00
	To: Lockhart	Monday	9:00a	12:00p	\$4.00	\$2.00
	To: San Marcos	Thursday	9:00a	12:00p	\$6.00	\$3.00

CARTS RIDE LINE (512) 478-RIDE (7433)

CARTS CAPITAL AREA RURAL TRANSPORTATION SYSTEM



Capital Area Rural Transportation System

COUNTIES SERVED

BASTROP
 BLANCO
 BURNET
 CALDWELL
 FAYETTE
 HAYS
 LEE
 TRAVIS
 WILLIAMSON

RIDECARTS.COM

FULL TICKETING BUS STATIONS

AUSTIN GREYHOUND STATION
363 Shady Ln., Austin, TX 78702

BASTROP CARTS STATION
310 Hospital Dr., Bastrop, TX 78602

ELGIN CARTS STATION
200 Central Ave., Elgin, TX 78621

GEORGETOWN CARTS STATION
3620 S. Austin Ave., Georgetown, TX 78626

GEORGETOWN LIBRARY
402 W 8th St, Georgetown, TX 78626

RICHARD A. MOYA EASTSIDE BUS PLAZA
363 Shady Ln., Austin, TX 78702

ROUND ROCK TRANSIT CENTER
300 West Bagdad Ave., Round Rock, TX 78664

SAN MARCOS CARTS STATION
338 S. Guadalupe, San Marcos, TX 78666

SMITHVILLE CARTS STATION
300 Northeast Loop 230, Smithville, TX 78957

TAYLOR CARTS STATION
1103 W. 2nd St., Taylor, TX 76574

MARBLE FALLS CARTS STATION
801 North US 281, Marble Falls, TX 78654

LEE DILDY OPERATIONS COMPLEX
5300 Tucker Hill Ln., Cedar Creek, TX 78612

GREYHOUND All CARTS Stations are
Austin Greyhound Stations.

CONNECTS TO CAPITAL METRO
AT THESE LOCATIONS

Eastside Bus Plaza
363 Shady Lane
Austin, 78702

Lakeline Station
13625 Lyndhurst Blvd.
Austin, TX 78717

Manor Park and Ride
101 W Carrie Manor St.
Manor, TX 78653

Metro Downtown Station
209 E. 4th St.
Austin, TX 78701

Southpark Meadows
Northeast Corner of
Turk & Cullen
Austin, TX 78748

Tech Ridge Park & Ride
900 Center Ridge Dr.
Austin, TX 78753



capmetro.org
(512) 474-1200

METRO

INTERURBAN COACH ROUTES

- 1510 Interurban Coach IH 35
- 1511 Interurban Coach IH 35
- 1512 Interurban Coach HWY 183
- 1515 Interurban Coach HWY 71
- 1516 Interurban Coach HWY 183
- 1517 Interurban Coach Tx State Exp. IH 35
- 1518 Interurban Coach HWY 71
- 1519 Interurban Coach HWY 71
- 1520 Interurban Coach HWY 290

- CARTS Stations
- Other Stops
- Metro Stations
- Greyhound Station

CARTS Now is a low-cost, on-demand ride service that will allow citizens to get from point A to point B on their own time. CARTS Now has no predetermined routes or schedules, and rides are available within 15 minutes of scheduling.

For More Information
RideCARTS.com
512/478 RIDE (7433)

Zone 1 – Local/Intra-County \$2.00*
Trips wholly within one county
Zone 2 – Regional/Inter-County \$4.00*
Trips anywhere in the CARTS district
Regional/All Day Pass \$6.00 (all day)
Ride all day on any Interurban Coach Route
Monthly passes available **\$88.00**

MUST HAVE EXACT FARE OR TICKET

*Zone 1 and Zone 2 fares quoted are one-way fares.

Zona 1 – Local/Intra-County \$2.00*
Viajes dentro de un condado
Zona 2 – Regional/Inter-County \$4.00*
Viajes en cualquier parte de el distrito de CARTS
Regional/All Day Pass \$6.00 (todo el día)
Viaje todo el día en cualquier Ruta de Interurban Coach
Pases mensuales disponible por \$88.00 el pase con ilimitado numero de viajes por mes

DEBE TENER DINERO EXACTO O BOLETO

*Tarifas de Zona 1 y Zona 2 son de una sola direccion.

FARES / TARIFAS

BIKES / BICICLETAS

BRING YOUR BIKE

CARTS vehicles are equipped with easy to use front-mounted bike racks. For instructions visit **RideCARTS.com** or ask the driver.

GRASSHOPPER SERVICE CARTS customers who use the Interurban into Austin can schedule a connecting ride from the CARTS Station to medical appointments or other business in Austin. Grasshopper Service must be booked in advance and passenger must meet certain eligibility requirements (registered CARTS customer of age 65 or older, persons pre-approved under the reduced Fare program, CARTS ADA Eligibility Guidelines or Veterans travelling to a VA Center).

Connecting rides subject to availability, and are offered at all CARTS stations.

TRAE TU BICICLETA

Los vehículos de CARTS están equipados con racks para bicicletas. Instrucciones en **RideCARTS.com** o pregunte al chofer.

SERVICIO GRASSHOPPER Clientes de CARTS que usan el Interurban hacia Austin pueden programar conexiones de la estación de CARTS a citas medicas u otros negocios en Austin. El servicio Grashopper debe ser reservado con anticipación y los pasajero deben cumplir con ciertos requisitos de elegibilidad. (Clientes registrados con CARTS de edad 65 o mayor, personas pre-aprovadas bajo el programa de tarifas reducidas, Guías de elegibilidad de CARTS ADA o Veteranos que viajan a un centro de VA).



Capital Area Rural Transportation System

INTERURBAN COACH ROUTES

Serving:

AUSTIN INTERNATIONAL AIRPORT
AUSTIN
AUSTIN GREYHOUND
BASTROP
BERTRAM
BURNET
CAPITAL METRO
ELGIN
GEORGETOWN
GIDDINGS
LA GRANGE
LIBERTY HILL
LOCKHART
LULING
MARBLE FALLS
PAIGE
ROUND ROCK
SAN MARCOS
SMITHVILLE
TEXAS STATE UNIVERSITY

All bus stop locations and addresses
are located on our website:

RideCARTS.com/schedule

Effective May 31, 2022

RideCARTS.com
512/478 RIDE (7433)

YELLOW ROUTE

MONDAY - FRIDAY

*Drop Off Only

1510

INTERURBAN COACH SOUTH IH 35

IH35 SOUTHBOUND & NORTHBOUND						
Northbound: San Marcos to Austin						
CARTS San Marcos	8:00a	10:15a	-	2:00p	4:15p	-
San Marcos Outlet	8:10a	-	-	2:10p	4:25p	-
Southpark Meadows	8:40a	10:45a	-	2:40p	4:55p	-
Trinity and 4th	9:00a	11:05a	-	3:00p	5:15p	-
7th and Comal	Flag stop	Flag stop	-	Flag stop	Flag stop	-
Eastside Bus Plaza	9:10a	11:15a	-	3:10p	5:25p	-
Southbound: Austin to San Marcos						
Eastside Bus Plaza	9:15a	11:20a	-	3:15p	5:30p	-
Southpark Meadows	9:35a	11:40a	-	3:35p	5:50p	-
Woods and LBJ	10:05a	12:10p	1:50p	4:05p	6:20p*	-
CARTS San Marcos	10:10a	12:15p	1:55p	4:10p	6:25p*	-

RED ROUTE

MONDAY - FRIDAY

1511

INTERURBAN COACH NORTH IH 35

IH35 SOUTHBOUND & NORTHBOUND				
Southbound: Georgetown to Austin				
CARTS Georgetown Station	7:50a	-	1:50p	-
Georgetown Library	8:00a	10:30a	2:00p	4:30p
CARTS Georgetown Station	8:10a	10:40a	2:10p	4:40p
IKEA	8:20a	10:50a	2:20p	4:50p
Round Rock Transit Center	8:35a	11:05a	2:35p	5:05p
Metro Techridge	8:50a	11:20a	2:50p	-
Eastside Bus Plaza	9:10a	11:40a	3:10p	-
Northbound: Austin to Georgetown				
Eastside Bus Plaza	9:15a	11:45a	3:15p	-
Metro Techridge	9:40a	12:10p	3:40p	-
Round Rock Transit Center	9:50a	12:20p	3:50p	-
IKEA	10:00a	12:30p	4:00p	-
Georgetown Library	10:20a	12:50p	4:20p	-

BLUE ROUTE

FRIDAYS

*Drop Off Only

1519

INTERURBAN COACH HWY 71

HWY 71 WESTBOUND & EASTBOUND					
Westbound: La Grange to Bastrop					
La Grange Downtown	7:25a	10:15a	1:25p	3:25p	-
La Grange Wal-Mart	7:30a	10:30a	1:30p	3:30p	-
CARTS Smithville	7:50a	10:50a	1:50p	3:50p	-
CARTS Bastrop	8:10a	11:10a	2:10p	4:10p	-
Eastbound: Bastrop to La Grange					
CARTS Bastrop	8:15a	11:15a	2:15p	4:15p	-
CARTS Smithville	8:35a	11:35a	2:35p	4:35p	-
La Grange Wal-Mart	8:55a	11:55a*	2:55p	4:55p*	-
La Grange Downtown	9:00a	12:00p*	3:00p	5:00p*	-

GREEN ROUTE

THURSDAYS

*Drop Off Only

1512

INTERURBAN COACH HWY 183

HWY 183 EASTBOUND & WESTBOUND			
Eastbound: Marble Falls to Austin			
CARTS Marble Falls	7:05a	12:55p	
Marble Falls City Hall	7:10a	1:02p	
Marble Falls HEB	7:17a	1:12p	
Marble Falls Wal-Mart	7:26a	1:22p	
Burnet	7:43a	1:38p	
Bertram	7:57a	1:52p	
Liberty Hill	8:16a	2:12p	
Metro Lakeline	8:42a	2:40p	
Eastside Bus Plaza	9:10a	3:10p	
Westbound: Austin to Marble Falls			
Eastside Bus Plaza	9:15a	3:15p	
Metro Lakeline	9:45a	3:45p	
Liberty Hill	10:07a	4:05p	
Bertram	10:21a	4:22p	
Burnet	10:36a	4:36p	
Marble Falls Wal-Mart	10:53a	4:52p*	
Marble Falls HEB	11:00a	5:04p*	
Marble Falls City Hall	11:06a	5:10p*	
CARTS Marble Falls	11:10a	5:18p*	

JOURNEY

BY BYTEMARK

Download on the App Store

GET IT ON Google play

CARTS General

Ticket Expires 01/26/2022 12:00PM

CARTS passes are now available on the Journey app.

Download the app today.

All routes connect with Cap Metro Greyhound. All stops make Greyhound connection and all CARTS stations are Greyhound Stations.

CARTS passengers can make direct connections to Capital Metropolitan Transportation Authority (CapMetro), Flixbus and Greyhound routes from the Richard A. Moya Eastside Bus Plaza.

PURPLE ROUTE

MONDAY - FRIDAY

1518

INTERURBAN COACH HWY 71

HWY 71 WESTBOUND & EASTBOUND				
Westbound: Bastrop to Austin				
CARTS Bastrop	8:15a	10:15a	2:15p	4:15p
Tucker Hill Park and Ride	8:35a	10:35a	2:35p	4:35p
ABIA Hilton	8:54a	10:54a	2:54p	4:54p
ABIA Terminal	8:55a	10:55a	2:55p	4:55p
Eastside Bus Plaza	9:10a	11:10a	3:10p	5:10p
Eastbound: Austin to Bastrop				
Eastside Bus Plaza	9:15a	11:15a	3:15p	5:15p
ABIA Hilton	9:30a	11:30a	3:30p	5:30p
ABIA Terminal	9:31a	11:31a	3:31p	5:31p
Tucker Hill Park and Ride	9:51a	11:51a	3:51p	5:51p
CARTS Bastrop	10:11a	12:11p	4:11p	6:11p

PURPLE ROUTE

MONDAY - FRIDAY

1515 EXPRESS

INTERURBAN COACH HWY 71

HWY 71 WESTBOUND & EASTBOUND			*All times are approximate & can fluctuate depending on traffic
CARTS Smithville	5:55a		
CARTS Bastrop	6:15a		
CARTS Park and Ride	6:35a	4:00p**	
Eastside Bus Plaza	6:55a**	-	
Lavaca & 4th St	7:09a**	4:38p**	
Lavaca & 7th St	7:10a**	4:40p**	
Lavaca & 15th St	7:14a**	4:42p**	
17th St & Colorado	7:15a**	4:45p Time Point	
San Jacinto & 14th St	-	4:52p**	
San Jacinto & 11th St	-	4:53p**	
San Jacinto & 8th St	7:20a**	4:55p**	
Eastside Bus Plaza	-	5:05p**	
CARTS Park and Ride	-	5:25p**	
CARTS Bastrop	-	5:50p**	
CARTS Smithville	-	6:10p*	

All routes connect with Cap Metro Greyhound. All stops make Greyhound connection and all CARTS stations are Greyhound Stations.

CARTS passengers can make direct connections to Capital Metropolitan Transportation Authority (CapMetro), Flixbus and Greyhound routes from the Richard A. Moya Eastside Bus Plaza.

ORANGE ROUTE

MONDAY & WEDNESDAY & FRIDAY

1516

INTERURBAN COACH HWY 183

Hwy 183 Westbound: Luling to Austin				
Luling American Legion	8:05a	10:30a	2:05p	4:30p
Luling Visitor's Center	8:10a	10:35a	2:10p	4:35p
Lockhart Wal-Mart	8:30a	10:55a	2:30p	4:55p
Lockhart HEB	8:35a	11:00a	2:35p	5:00p
VA Clinic Plaza	9:00a	11:25a	3:00p	5:25p
Eastside Bus Plaza	9:10a	11:35a	3:10p	5:35p
Hwy 183 Eastbound: Austin to Luling				
Eastside Bus Plaza	9:15a	11:40a	3:15p	5:40p
VA Clinic	9:25a	11:50a	3:25p	5:50p
Lockhart HEB	9:50a	12:15p	3:50p	6:15p
Lockhart Wal-Mart	9:55a	12:20p	3:55p	6:20p
Luling Visitor's Center	10:15a	12:40p	4:15p	6:40p
Luling American Legion	10:20a	12:45p	4:20p	6:45p

PINK ROUTE

TUESDAY & THURSDAY

*Drop Off Only

1520

INTERURBAN COACH HWY 290

HWY 71 WESTBOUND & EASTBOUND		
Westbound: La Grange, Giddings to Austin		
La Grange Downtown	7:00a	1:00p
La Grange Wal-Mart	7:05a	1:05p
Giddings Library	7:35a	1:35p
Paige Chevron	7:50a	1:50p
Elgin CARTS Station	8:15a	2:15p
Elgin ACC	8:30a	2:30p
Manor Park and Ride	8:50a	2:50p
Eastside Bus Plaza	9:10a	3:10p
Eastbound: Austin to Giddings, La Grange		
Eastside Bus Plaza	9:15a	3:15p
Manor Park and Ride	9:35a	3:35p
Elgin ACC	10:00a	4:00p
Elgin CARTS Station	10:25a	4:25p
Paige Chevron	10:50a	4:50p
Giddings Library	11:05a	5:05p
La Grange Wal-Mart	11:35a*	5:35p*
La Grange Downtown	11:40a*	5:40p*

REDUCED SERVICE SCHEDULE					
GOLD ROUTE MONDAY - FRIDAY *Drop Off Only					
1517 EXPRESS INTERURBAN COACH IH 35					
IH35 SOUTHBOUND & NORTHBOUND					
Southbound: Austin to San Marcos					
Eastside Bus Plaza	6:45a	9:00a	-	4:15p	6:40p
Cesar Chavez & Robert Martinez	Flagstop	-	-	-	-
Trinity and 4th St	7:00a	-	-	-	-
Southpark Meadows	7:20a	9:20a	-	4:35p	7:00p
Woods and LBJ	7:50a	9:50a*	2:55p	5:15p	7:30p*
CARTS San Marcos	7:55a	9:55a*	3:00p	5:20p	7:35p*
Northbound: San Marcos to Austin					
CARTS San Marcos	8:05a	-	3:10p	5:35p	-
Southpark Meadows	-	-	3:40p	6:05p	-
Trinity and 4th St	8:45a	-	4:00p	6:25p	-
7th and Comal St	Flagstop	-	Flagstop	Flagstop	-
Eastside Bus Plaza	8:55a	-	4:10p	6:35p	-

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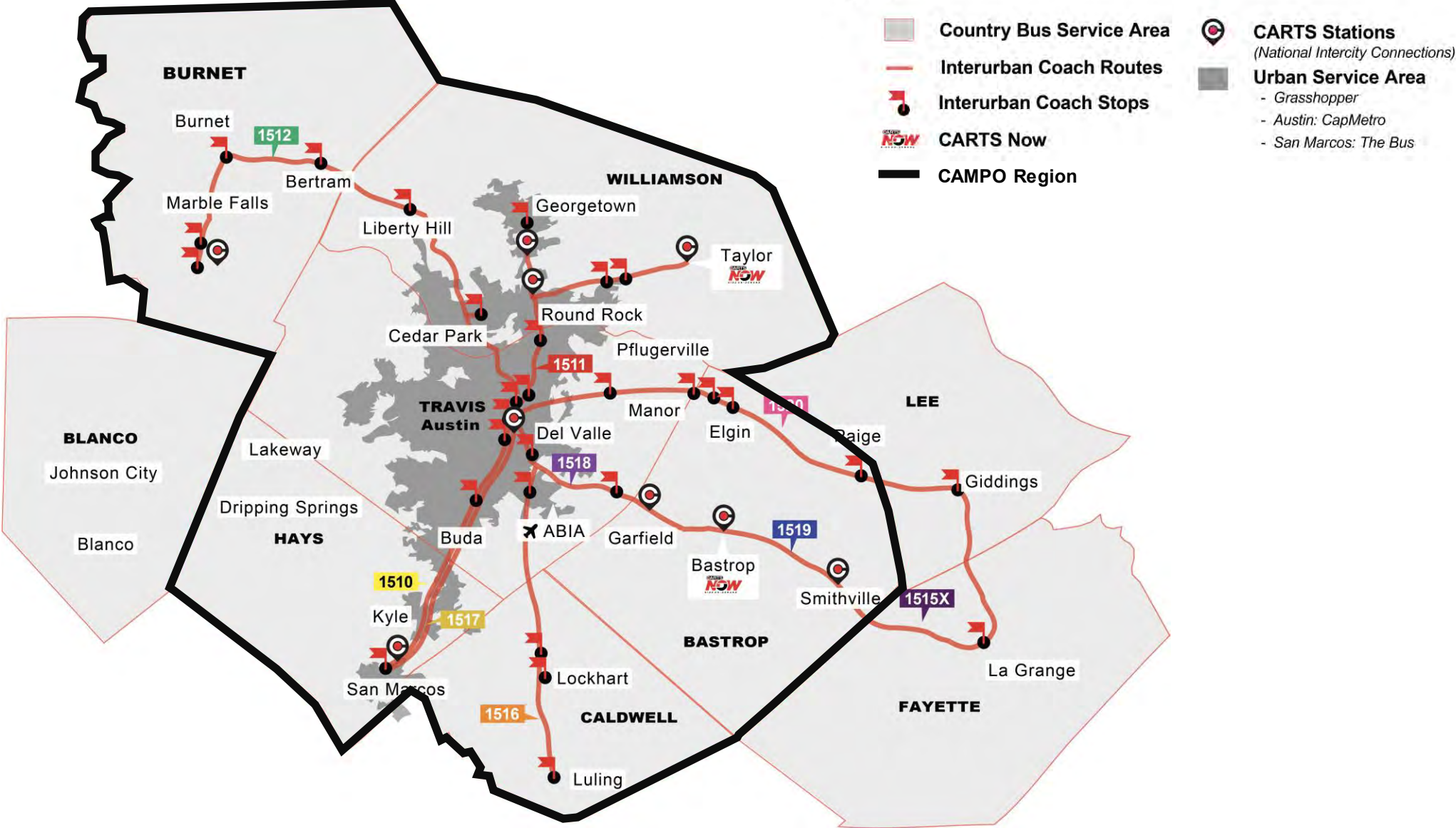
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CARTS Rural Transportation in Lockhart

July 2023



CARTS Service Area



Meet the Fleet



Interurban Coach

Fixed-schedule rides for commutes into urban areas or trips between rural areas



Grasshopper

Call-ahead connections in Austin for Interurban Coach riders who are 65 & older or ADA eligible

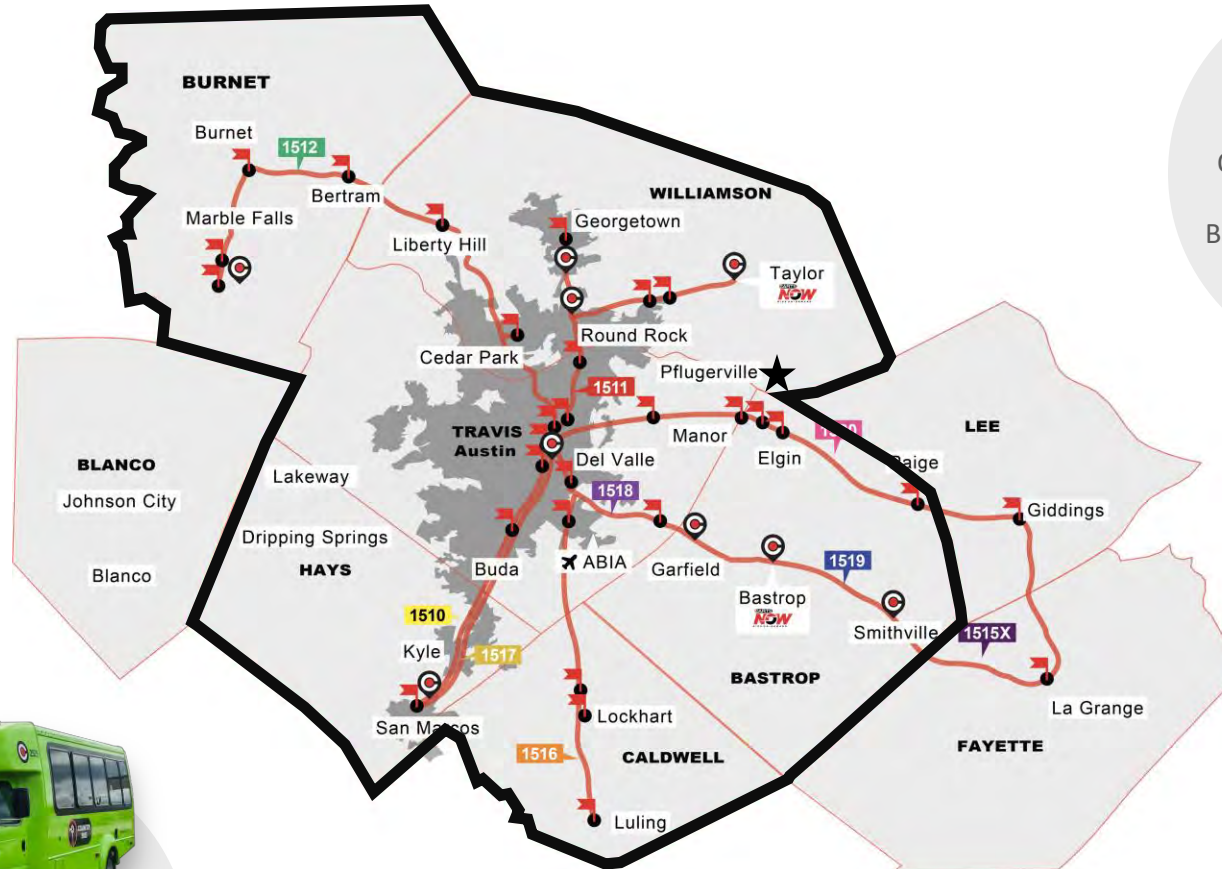


Country Bus

Call-ahead rides to and from anywhere in the CARTS district



Scan to sign up for CARTS updates



Legend

- Country Bus Service Area
- Interurban Coach Routes
- Interurban Coach Stops
- CARTS Now
- CAMPO Region
- CARTS Stations (National Intercity Connections)
- Urban Service Area
 - Grasshopper
 - Austin: CapMetro
 - San Marcos: The Bus



CARTS Now

On-demand rides to and from anywhere within Bastrop and Taylor – more cities coming soon!



National Intercity

Fixed-schedule connections and passenger & freight ticket to Greyhound lines. Direct connections to AMTRAK at San Marcos Station



CapMetro Stations

Fixed-schedule stops at CapMetro stations in the Austin area





Country Bus

Lockhart - local service Monday through Friday from 8a to 4:30p

- Call-ahead rides to and from destinations in CARTS district
 - Available in specific areas on designated days
 - Example - Service from *Lockhart to Luling on Tuesdays and Thursdays. Lockhart to San Marcos Mondays, Wednesdays and Fridays*
- 24-hour call-ahead reservation is recommended **512-478-RIDE (7433)**



Caldwell County Country Bus also serves – Dale, Lytton Springs, Mendoza, Martindale, Reedville, Maxwell, Niederwald, Uhland, Stairtown, Fentress, Prairie Lea

City of Lockhart

Local Service	Mon thru Fri	8:00a to 4:30p		\$2.00	\$1.00
To: Austin	Mon, Wed & Fri	8:45a	3:15p	Interurban Coach 	
To: San Marcos	Mon, Wed & Fri	8:00a & 2:30p	12:30p & 3:30p	\$6.00	\$3.00
To: Kyle/Seton Med	Mon, Wed & Fri	8:00a	3:00p	\$6.00	\$3.00
To: Luling	Tue & Thurs	9:00a	2:30p	\$4.00	\$2.00





COUNTRY BUS

This flexible service provides rides locally and to nearby destinations, but requires a ride reservation be made in advance. Ideal for seniors, disabled individuals or others requiring special assistance, this community transit service provides Curb-to-Curb transportation throughout the CARTS district, and connects to the regional intercity bus network for extending access beyond local destinations.

You can reserve your ride by calling 512-478-7433. Same day reservations may be made based on availability.	Full Fare	Half-Fare	Half Fares are available for registered CARTS customers, seniors 65 and older, persons with disabilities and children under the age of 12.
Zone 1	\$2.00	\$1.00	Trips wholly within a town or city
Zone 2	\$4.00	\$2.00	Trips originating and ending within the same county
Zone 3	\$6.00	\$3.00	Trips with destinations outside of the county of origin

Interurban Coach/Express

- Fixed-schedule rides for commutes into urban areas or trips between rural areas
- Interurban Coach lines travel along major highways to service:

- | | | |
|----------------|--------------------------|--------------|
| • Austin | • Luling | • La Grange |
| • Bastrop | • Marble Falls | • Giddings |
| • Bertram | • Round Rock | • Paige |
| • Burnet | • San Marcos | • Smithville |
| • Georgetown | • Taylor | • Elgin |
| • Liberty Hill | • Texas State University | |
| • Lockhart | | |



GRASSHOPPER provides call-ahead connections in Austin for Interurban Coach riders who are **65 + years of age or ADA eligible**



1516 Orange Route

Luling ⇄ Lockhart ⇄ Austin

▼ TO AUSTIN (WESTBOUND)

MONDAY & WEDNESDAY & FRIDAY

Luling to Austin; with stops in Lockhart, the Austin VA Outpatient Clinic as requested and Austin Greyhound.

Stop	Departure Times			
Luling American Legion	8:05 am	10:30 am	2:05 pm	4:30 pm
Luling Visitor Center	8:10 am	10:35 am	2:10 pm	4:35 pm
Lockhart Wal-Mart	8:30 am	10:55 am	2:30 pm	4:55 pm
Lockhart HEB	8:35 am	11:00 am	2:35 pm	5:00 pm
Austin VA Clinic	9:00 am	11:25 am	3:00 pm	5:25 pm
Eastside Bus Plaza	9:10 am	11:35 am	3:10 pm	5:35 pm

▼ TO LULING (EASTBOUND)

MONDAY & WEDNESDAY & FRIDAY

Austin to Luling; with stops at the Austin VA Outpatient Clinic and Lockhart.

Stop	Departure Times			
Eastside Bus Plaza	9:15 am	11:40 am	3:15 pm	5:40 pm
Austin VA Clinic	9:25 am	11:50 am	3:25 pm	5:50 pm
Lockhart HEB	9:50 am	12:15 pm	3:50 pm	6:15 pm
Lockhart Wal-Mart	9:55 am	12:20 pm	3:55 pm	6:20 pm
Luling Visitor Center	10:15 am	12:40 pm	4:15 pm	6:40 pm
Luling American Legion	10:20 am	12:45 pm	4:20 pm	6:45 pm



INTERURBAN

AUSTIN • BASTROP • SAN MARCOS • ROUND ROCK • GEORGETOWN • LULING
BURNET • BERTRAM • LIBERTY HILL • MARBLE FALLS • LOCKHART • ELGIN

The Interurban Coach is a regional intercity route providing connections between Austin International Airport, Austin, Bastrop, Bertram, Burnet, Georgetown, Liberty Hill, Lockhart, Luling, Marble Falls, Round Rock, San Marcos, Texas State University, LaGrange, Giddings, Paige, Smithville and Elgin and makes connections to Greyhound, Capital Metro and Amtrak.

Fare

Zone 1

\$2.00

Trips wholly within a town or city

Zone 2

\$4.00

Trips anywhere in the CARTS District.

Regional All Day Pass

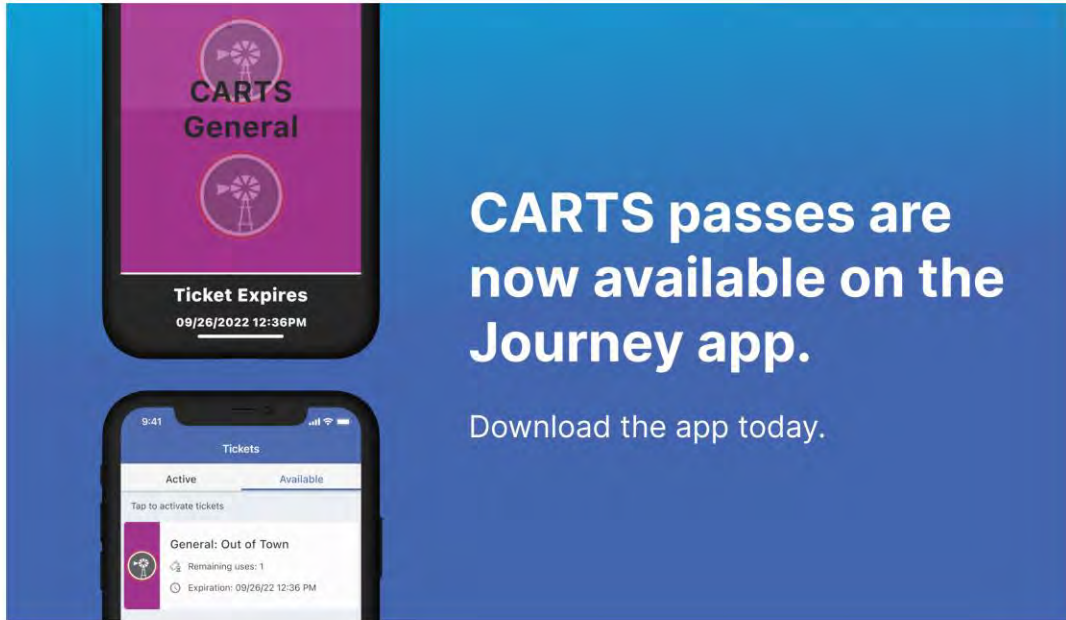
\$6.00

Ride All Day on any Interurban or Metro Connector Route.

Monthly Pass

\$88.00

Ride all month on all Interurban Coach Routes.

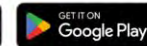


CARTS passes are now available on the Journey app.

Download the app today.



JOURNEY
BY BYTEMARK



How to ride CARTS using Journey by Bytemark



Download the Journey App

Download Journey from the App Store or the Google Play Store



Purchase a Pass

After creating an account, tap "Buy Passes" on the main screen, select CARTS from the list of agencies, and then select your desired pass type.



Activate your Pass and Ride

Just before boarding, tap on your pass to activate it. Present your pass to the operator while boarding, and you're off!



Scan the QR code or visit
bytemark.co/journey

Our Newest Service – CARTS NOW

On-demand microtransit

- Curb to curb rides within 15 minutes
- Monday-Friday, 7am-7pm

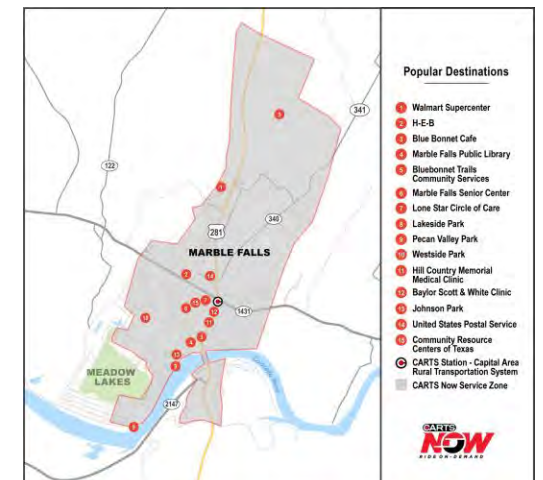
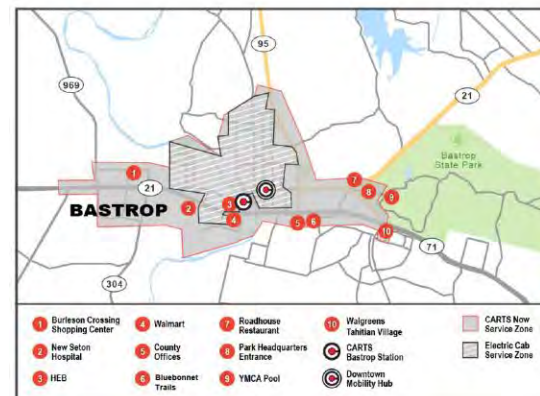
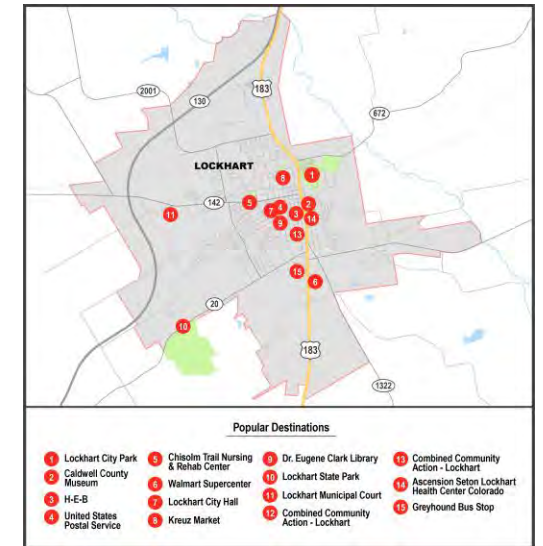
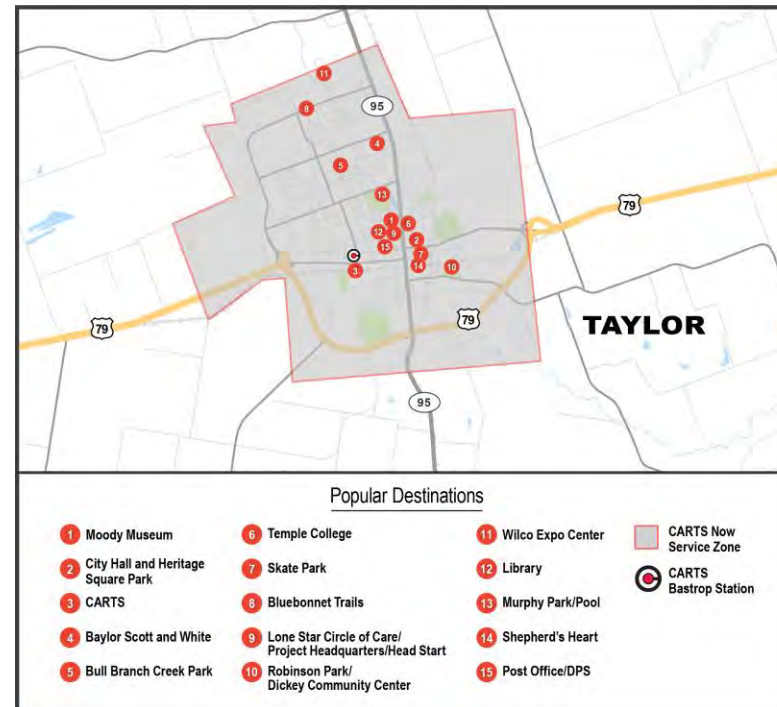
How to Book:

- Set pickup and dropoff locations in CARTS Now app
- Call CARTS Now service line (512)505-5666



Where does it operate?

- The service is currently operating in Bastrop, Lockhart, Taylor and Marble Falls. See right for each exact service area.



CARTS NOW FARES



One Way: \$2

All Day Pass: \$6

Monthly Pass: \$88

Half Price Fares

Seniors over 65

Persons with disabilities

Children under 12 (with an adult)

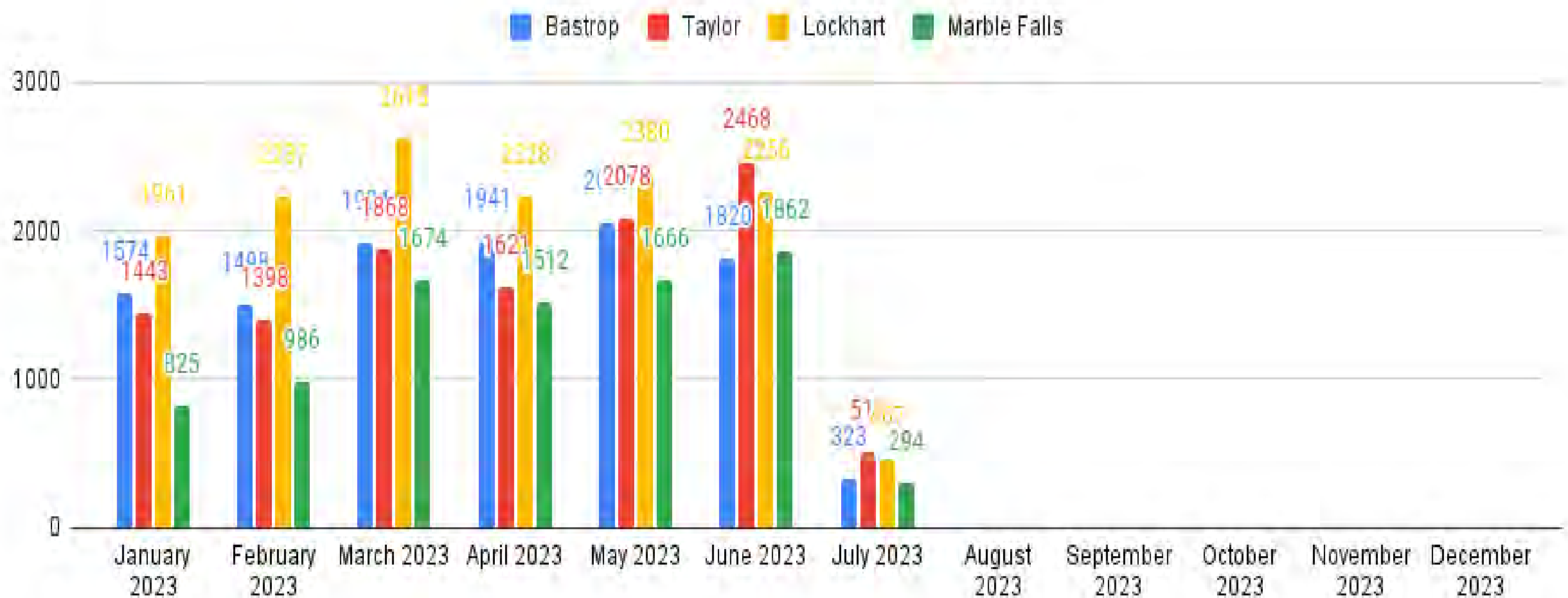
One Way: \$1 | All Day Pass: \$3

Monthly Pass: \$44

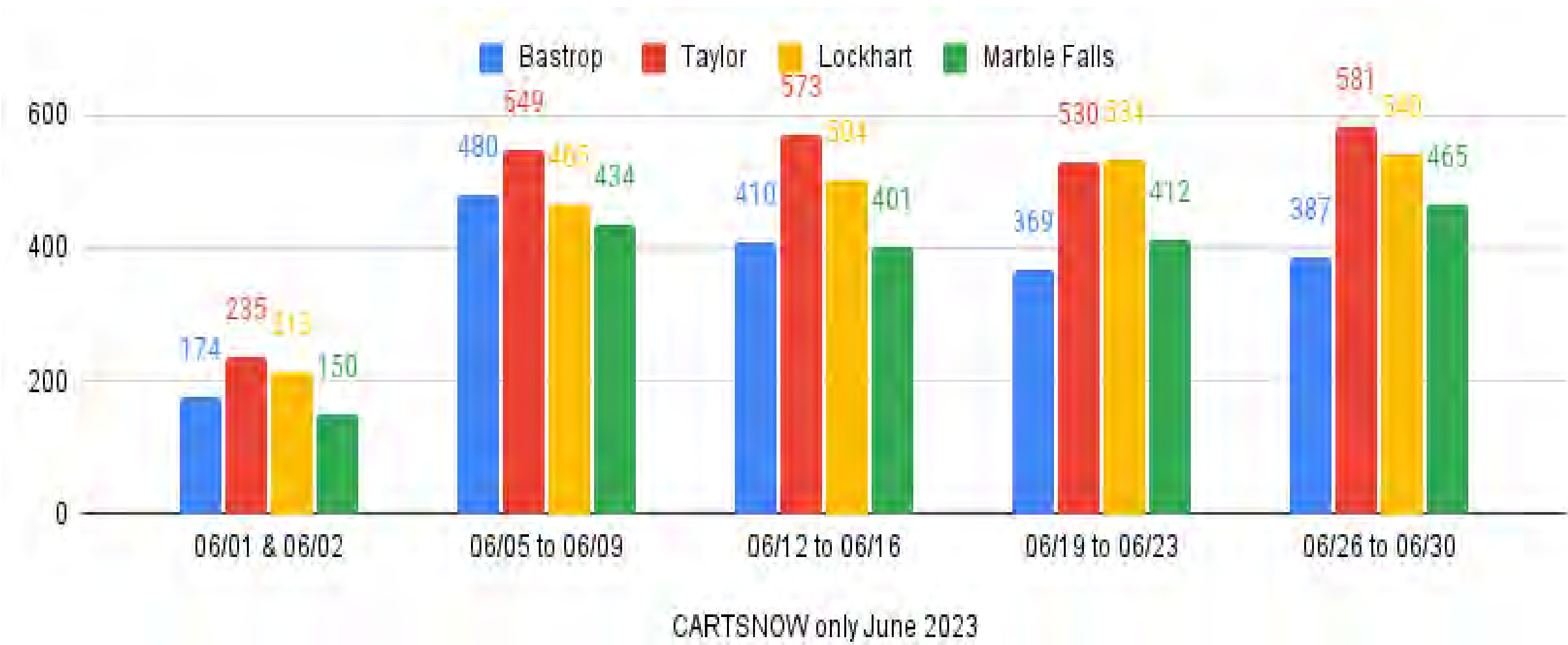
www.ridecarts.com

[@RideCARTS](https://www.instagram.com/RideCARTS)   

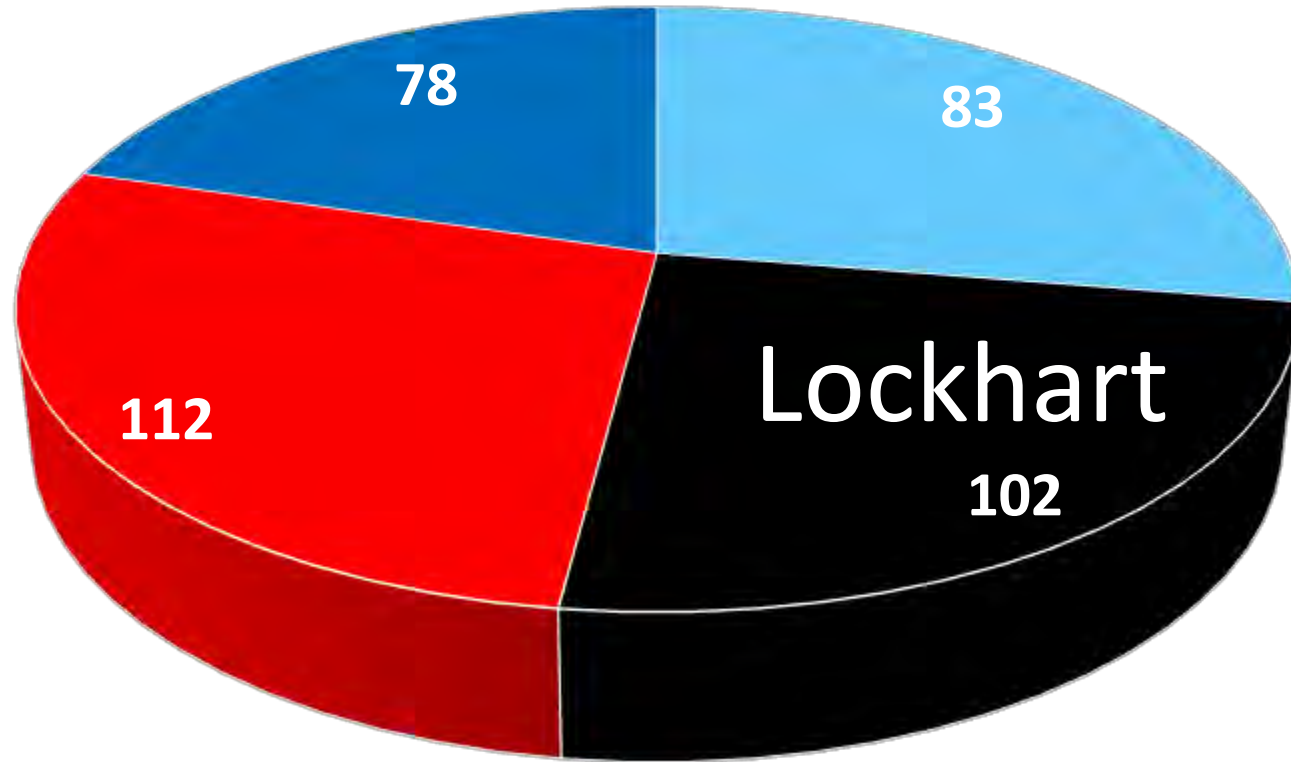
CARTS *NOW* Ridership Year to Date



CARTS *NOW* June Ridership



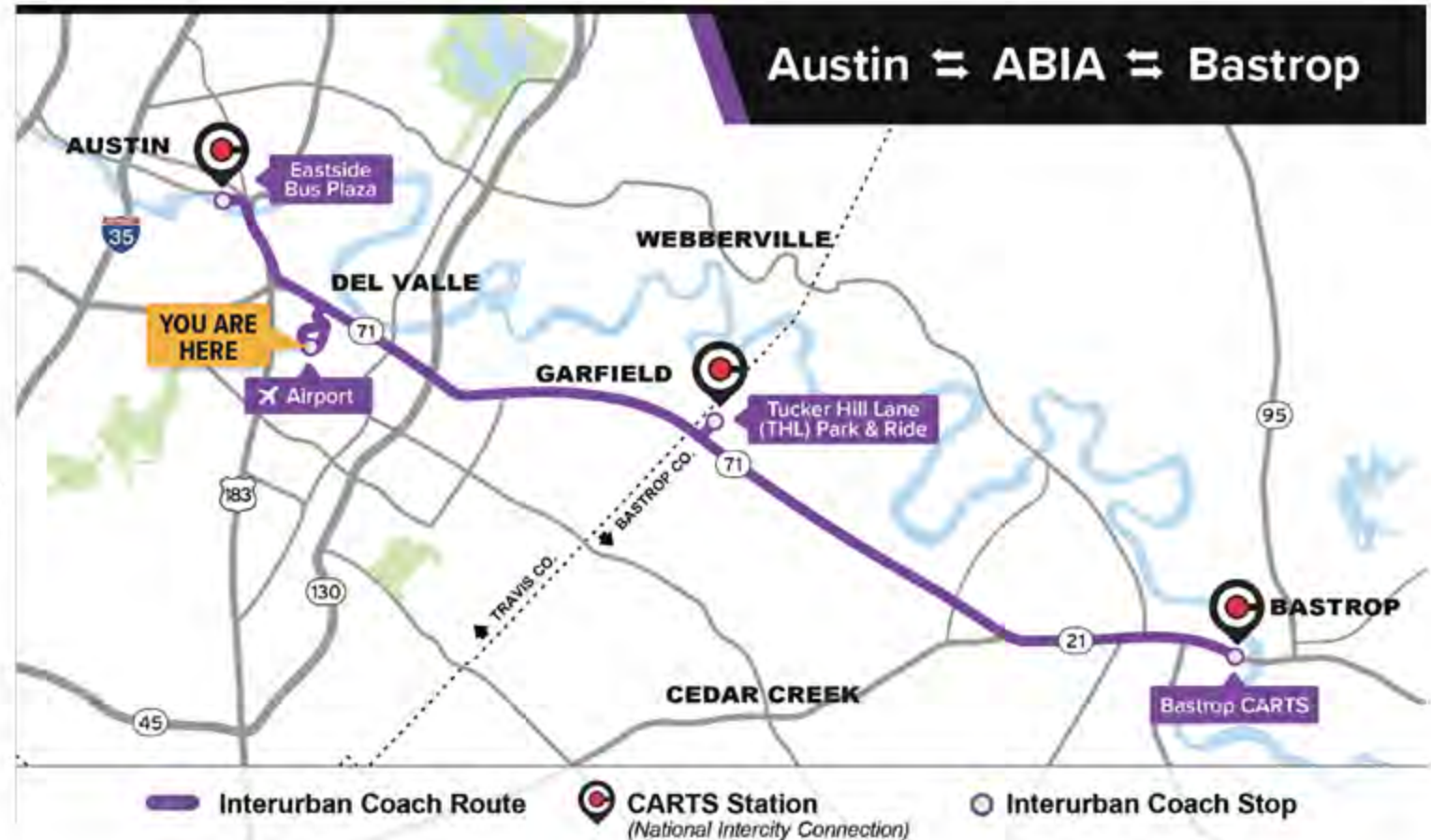
Average daily ridership June



■ Bastrop ■ Lockhart ■ Taylor ■ Marble Falls

Service to ABIA

- Interurban Coach route to the Austin-Bergstrom International Airport
- Fixed-schedule rides **available Monday – Friday** at:
 - Bastrop Station
 - Tucker Hill Park & Ride
 - Eastside Bus Plaza



Veterans Services

VA



U.S. Department
of Veterans Affairs

FREE rides to and from
medical appointments for
veterans

To Austin VA Clinic:

- **1516 Orange Route:**
Luling ⇌ Lockhart ⇌ Austin
 - Stops at Austin VA
 - Monday, Wednesday, Friday
- Interurban Coach + Grasshopper
- Country Bus



ADA Services

- All CARTS vehicles are **wheelchair accessible** and accommodate **service dogs**
- ADA eligible? Try the **Grasshopper** to connect to Austin destinations from Interurban Coach stops



Help us plan for the Future!



WE WANT TO
HEAR FROM
YOU!



Since 1978, CARTS (Capital Area Rural Transportation System) has been providing service to the rural areas in Central Texas. It is open to everyone. Going shopping, to the doctor or to the recreation center? CARTS can get you there!

**IT'S EASY
TO GET A RIDE!**

**(512)478-7433
RIDECARTS.COM**

TRANSPORTATION DEVELOPMENT PLAN



CARTS has developed a transportation development plan (TDP) identifying solutions for improved transportation access, efficiency, and reliability in rural communities in Bastrop, Blanco, Burnet, Caldwell, Hays, Fayette, Lee, Travis, and Williamson counties.

CARTS tailors service to each of the communities it serves, providing predictable connections between rural areas, national and local transit systems, and the region's metropolitan center.

CARTS WANTS YOUR INPUT!

CARTS has released the draft TDP for community review. Please comment before July 14th.



CARTS FACT SHEET TRANSIT DEVELOPMENT PLAN

The Capital Area Rural Transportation System (CARTS) is working on a Transit Development Plan (TDP) to identify solutions for improved transportation access, efficiency, and reliability in rural communities across Central Texas.

CARTS delivers transportation across 9 counties for communities with fewer than 50,000 population, which means that the CARTS service area and mobility needs evolve with each census. CARTS tailors services to each of the communities it serves, providing predictable connections between rural areas, to national and local transit systems, and to the metropolitan center of the region.

ABOUT THE TDP

CARTS worked with community partners and planning agencies to understand current and future needs, developing a vision for services and stations to be developed by the year 2045. The TDP process will help reassess and update long-term goals, prioritize specific improvements, and develop service strategies to help CARTS fulfill this vision.

The TDP will recommend adjustments to existing services, potential new services or amenities, and emerging technologies and best practices to integrate with the CARTS system. Potential solutions may include:

- Additional routes, more frequent service, and on-demand (CARTS Now) service areas
- Station and vehicle upgrades
- Technological integrations, such as app-based fare collection and smart trip planning
- Innovative service models such as rapid bus transit, on-demand services, or vanpooling
- Integrations with local and regional transit services, such as Capital Metro and San Antonio Metro



distribute services equitably across the region.

This plan will balance considerations such as:



PROCESS & TIMELINE

Local communities and leadership will be engaged throughout this process to help develop a plan that reflects community needs and values. CARTS will build from input collected from fall 2021 to early 2022 through a district-wide survey to assess existing services, routes, stations, and the system as a whole. This analysis will help inform improvement strategies and alternatives that will be included in the TDP.

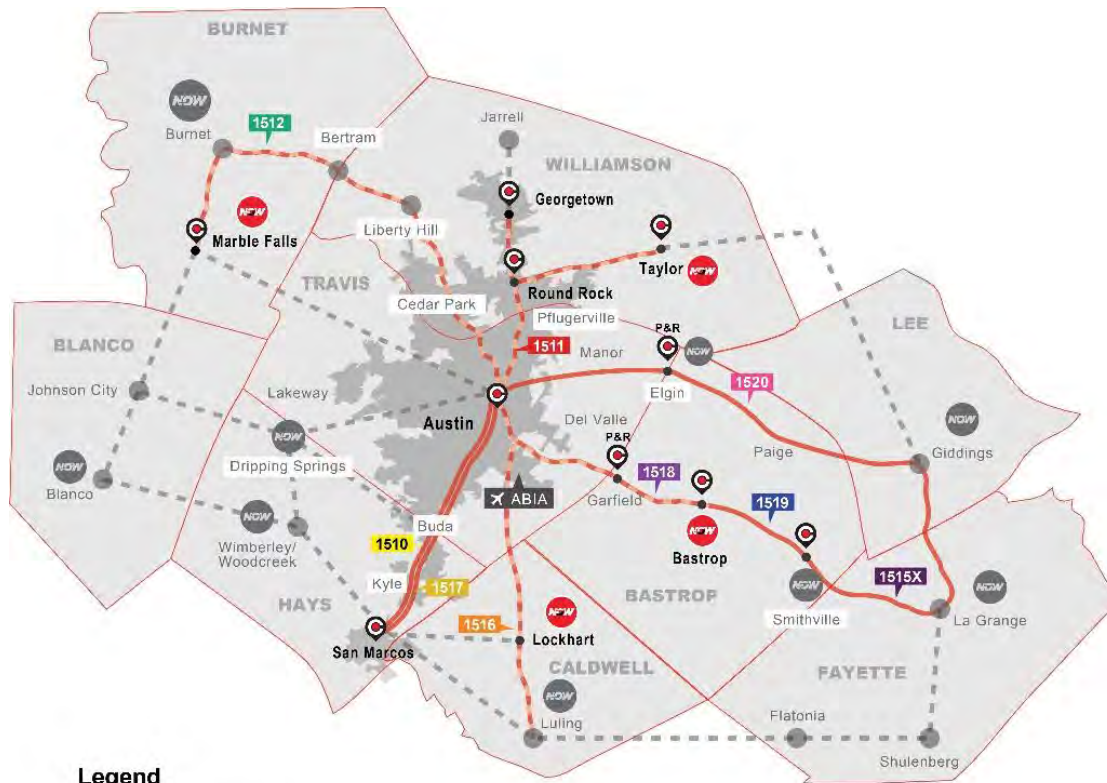


Some improvements in the TDP may be implemented over the next 5 years, while longer-term solutions may be implemented 10 or more years in the future. Putting these solutions in place will require additional funding and coordination with local and regional planning partners.

PLAN THE FUTURE WITH US

Community events and input opportunities will be announced throughout the process. To stay up to date on activities and ways to share your input, visit <https://bit.ly/CARTSTDP>, follow us on social media, or email Outreach@RideCARTS.com to sign up for updates.

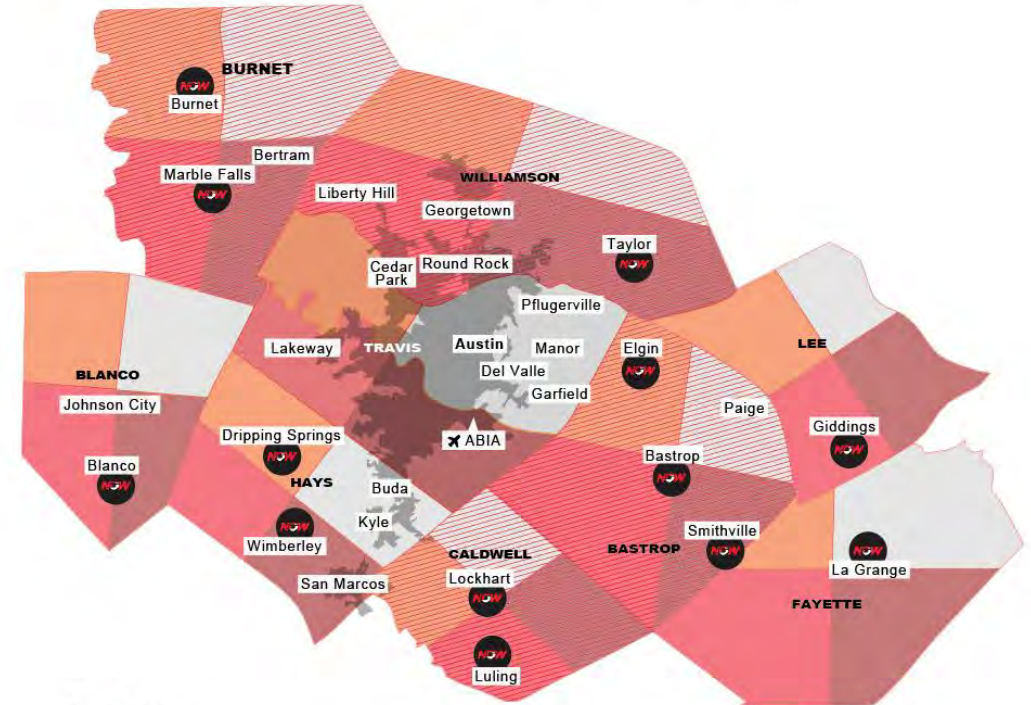
512-478-7433 | RideCARTS.com | [f](#) [i](#) [t](#) [t](#) [@RideCARTS](#)



Legend

- CARTS Stations**
(National Intercity Connections)
- P&R** Planned park & ride improvements
- Existing Routes**
- Planned express bus service
- Existing stops
- Existing CARTS Now Service**
- Planned CARTS Now Service**
- Planned CARTS Stations**
- Planned Express Bus Routes**

CARTS District Microtransit & Country Bus Conceptual Plan



Legend

- Country Bus Service Area
- Country Bus Service Area
- Country Bus Service Area
- Country Bus Service Area
- Country Bus Service Area
- 2022 Coordinated Call Candidate Location**
- CARTS Now Service**
(National Intercity Connections)
- Urban Service Area**
(Grasshopper, Austin CapMetro, San Marcos The Bus)

Caldwell County

There are two Country Buses serving the County in addition to the two vehicles in Lockhart *NOW* service and one Interurban route. The population centers are shown in Figure 4-7. Four buses in total typically serve the county.

The Lockhart *NOW* service has been a big success while most of the other services have seen ridership drop during the pandemic, but many of them have not come back. Consequently, the Country Bus service should be revised to focus on expanded ridership.

Summary of Strategies

Figure 4-7 illustrates the county's population centers. These population centers in large part determine the type of service to be provided. Based on that and the detailed analysis, the strategies include (in no specific order of priority):

1. **Expanded Lockhart *NOW* service** – While the coverage area for Lockhart is currently relatively expansive, Lockhart is growing rapidly and in the out years of the plan this community may need a third microtransit service
2. **Luling *NOW* service** – This should include surrounding areas. This is a one bus service that could double in serving the southern part of the county.
3. **Connector service** should be modified to allow for early morning, mid-day and evening round trips or expanding the time in each community and moving some trips to the afternoon.
4. **Country *NOW* service** – Countywide, zonal wide or on specific days and times.

The Luling *NOW* service will be the expansion of service. All other service levels will remain the same as present.



Table 4-4: Cost Projections for Services in Caldwell County

Service Scenario	# of Vehicles	# Hours (Weekday Service)	Annual Hours	Projected One-Way Trips per Hour per Vehicle	Estimated Annual Ridership	Estimated Annual Operating Cost
New <i>NOW</i> Service						
Luling	1	11	2,750	2	5,500	\$236,500
Caldwell Country <i>NOW</i> and Connector Service						
Luling/Lockhart to San Marcos and Kyle						No additional costs

Expanding the Caldwell CARTS *NOW* Service

Over time, CARTS should seek to expand the Lockhart service area when needed. Currently, the city limits are expansive and encompass an area well beyond current development (Figure 4-8). Virtually the entire greater Lockhart area is covered by the *NOW* zone so expansion can happen over time and is not an immediate/short term issue. What should be watched closely is the need for a peak hour bus if service goes consistently beyond 20 minutes response times.

New *NOW* Service

Luling, like Smithville, can support limited *NOW* service using one bus on a 7:00 a.m. to 6:00 p.m. schedule, this bus can also serve as the mid-day connector for the Luling to Lockhart service. This would be an expansion of service and vehicle needs, being the fifth bus in service.

Ridership, Revenue Hours and Cost Projections

As shown in Table 4-4, annual hours, ridership and costs for Luling would include an 11 hour day with one vehicle – 2,750 hours with a potential annual ridership of 5,500 one way trips – far more than the current level at a cost of \$236,500.

Caldwell Country *NOW* Service and Caldwell Connector Service

About fifty percent of the county's population are more than 5 miles from the outer edge of the population centers. These residents are spread across the vast majority of the service area. It is suggested that these areas have access to *NOW* service albeit using a longer response time. Currently two buses serve the rural areas and provide the current connector service between Luling/Lockhart/San

Future Facilities

In addition to these facility needs CARTS would like to build multimodal facilities in Lockhart and Flatonia.

Connectivity

It is clear that connectivity is the primary focus of CARTS services. Whether connecting rural residents to local goods and services or transporting customers across the nine-county region, connectivity is clearly the name of the game for CARTS. This section examines CARTS connectivity at all scales looking at local connections at a pedestrian and bicycle scale all the way to connection with national intercity bus and rail networks.

Figure 4-8: CARTS-Caldwell County Alternatives

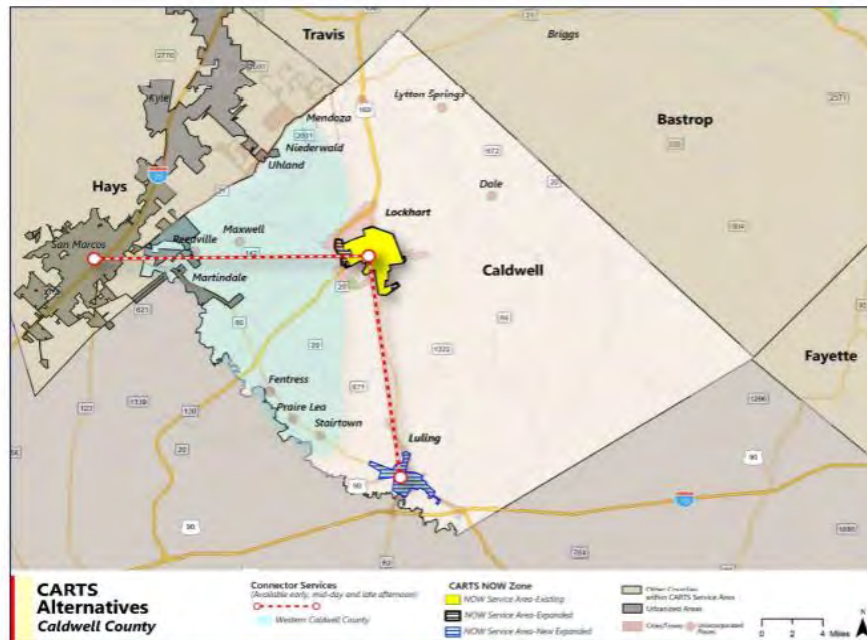
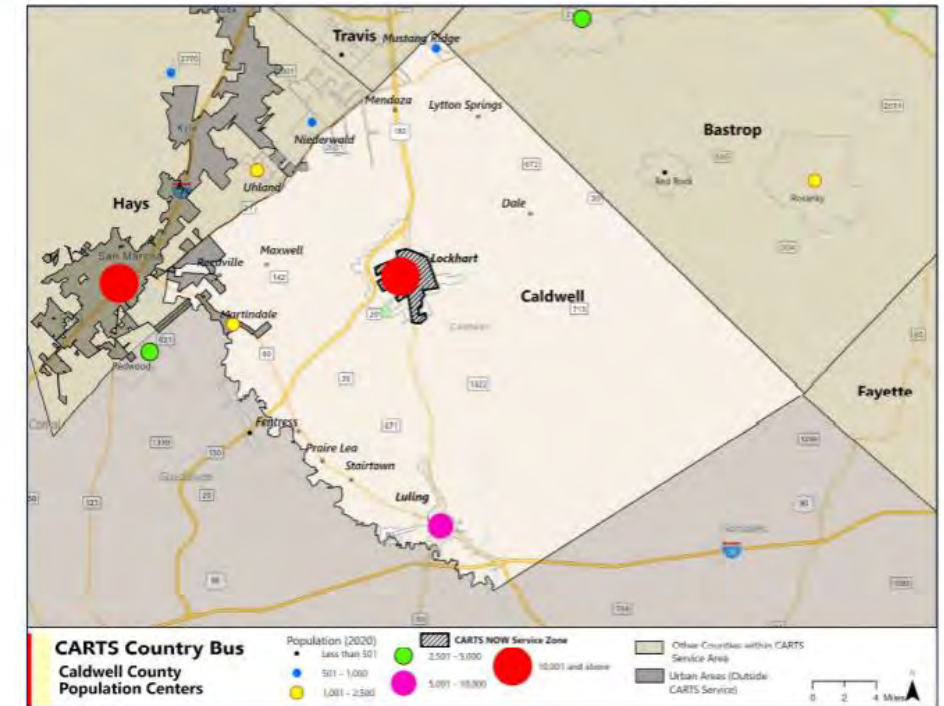


Figure 4-7: Caldwell County Service Area Population Centers



Help us spread the word

Let us know if you can help share information through:

- Email distribution
- Social media
- Website
- Newsletters
- Events & presentations



Follow us on social media: @RideCARTS



Stay in Touch

- Email us: Dana@RideCARTS.com
- Phone: 512-801-5670
- Follow us on social media: @RideCARTS f @ Instagram Twitter



City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: August 15, 2023

AGENDA ITEM CAPTION: Discussion regarding setting the 2023 combined maintenance and operations and interest and sinking proposed property tax rate of the City of Lockhart.

ORIGINATING DEPARTMENT AND CONTACT: Finance - Joseph Resendez

ACTION REQUESTED: Consensus

BACKGROUND/SUMMARY/DISCUSSION: The action taken by the City Council is required by the State of Texas in adherence with the Truth-In-Taxation laws.

If the proposed tax rate exceeds either the no new revenue rate or voter approval rate, a record vote must be taken to place a proposal to adopt the rate on the agenda for a future Council meeting. If the motion passes, the Council must schedule and announce the date, time, and location of one (1) public hearing regarding the proposed tax rate set by the Council.

As directed by Council, the aforementioned public hearing is scheduled on September 5, 2023, at 7:30 p.m. in the Council Chambers located in the Clark Library Annex - Council Chambers, 217 South Main Street, 3rd floor, Lockhart, Texas.

Senate Bill 2 has limited the percentage increase from No New Revenue to Voter Approval Rate by 3.5% but has added a new unused incremental rate adjustment. The 2023 voter-approved tax rate, as prepared by the CAD, is 0.5348/\$100 assessed valuation. This rate includes the unused increment rate.

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: It is staff's recommendation that the City Council set a tax rate for 2023; record the vote; schedule a public hearing on September

City of Lockhart, Texas

Council Agenda Item Cover Sheet

5, 2023 and announce the date, time, and location of the public hearing.

LIST OF SUPPORTING DOCUMENTS:

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: August 15, 2023

AGENDA ITEM CAPTION: Discuss the 3rd Quarter Fiscal Year 2023 Investment Report.

ORIGINATING DEPARTMENT AND CONTACT: Finance - Joseph Resendez, ACM

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: The Texas Public Funds Investment Act requires local governments to review and accept the quarterly investment reports for each quarterly reporting period of the fiscal year. The 3rd Quarter Investment Report of Fiscal Year 2023, ending June 30, 2023 is presented for your review and acceptance.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff respectfully request a motion to accept the 3rd Quarter Investment Report for Fiscal Year 2023.

LIST OF SUPPORTING DOCUMENTS: Quarterly Investment Report for Quarter ending June 30, 2023

CITY OF LOCKHART

Quarterly Investment Report
For the Quarter Ended June 30, 2023

August 15, 2023

CITY of LOCKHART
Quarterly Investment Report
For the Quarter Ended June 30, 2023

This report is presented in accordance with the Texas Government Code, Title 10, Chapter 2256, Public Funds Investment; Section 2256.023 known as the "Public Funds Investment Act". Attached is a detailed City of Lockhart investment report for the period April 1, 2023 through June 30, 2023. The Investment Portfolio Summary reports the beginning and ending book values and market values for the quarterly reporting period as follows:

April 1, 2023

Cash
Marketable Securities
Investment Pools
Certificates of Deposits
Total:

Investment Portfolio	
Book Value	Market Value
852,398	852,398
0	0
38,974,599	38,974,052
0	0
39,826,997	39,826,451

June 30, 2023

Cash
Marketable Securities
Investment Pools
Certificates of Deposits
Total:

Fund Availability	
10,583,346	10,583,346
29,243,651	29,243,105
39,826,997	39,826,451

April 1, 2023

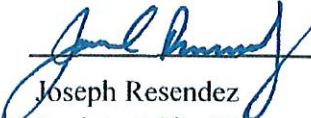
Unrestricted Funds
Restricted Funds
Total Funds

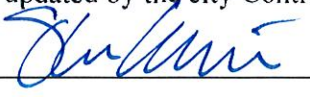
June 30, 2023

Unrestricted Funds
Restricted Funds
Total Funds

10,583,346	10,583,346
29,243,651	29,243,105
39,826,997	39,826,451

The investment portfolio, at all times during the quarter, complied with the Public Funds Investment Act and the City of Lockhart Investment Policy. TexPool, Texas CLASS and TexSTAR were also in compliance with the Public Funds Investment Act and the City of Lockhart Investment Policy throughout the quarter. The report is updated by the city Controller and presented by designated staff.


Joseph Resendez
Assistant City Manager


Steve Lewis
City Manager

8-4-23
Date

CITY of LOCKHART
Investment Portfolio Summary
For the Quarter Ended June 30, 2023

	Investment Portfolio			
	Book Value	% of Total	Market Value	% of Total
<u>April 1, 2023</u>				
Cash	852,398	2.1%	852,398	2.1%
Marketable Securities	0	0.0%	0	0.0%
Investment Pools	38,974,599	97.9%	38,974,052	97.9%
Certificates of Deposits	0	0.0%	0	0.0%
Portfolio Total	39,826,997	100.0%	39,826,451	100.0%
<u>June 30, 2023</u>				
Cash	1,261,054	3.3%	1,261,054	3.3%
Marketable Securities	0	0.0%	0	0.0%
Investment Pools	36,508,932	96.7%	36,505,290	96.7%
Certificates of Deposits	0	0.0%	0	0.0%
Portfolio Total	37,769,987	100.0%	37,766,344	100.0%
<u>Change in Value</u>				
Cash	408,656		408,656	
Marketable Securities	0		0	
Investment Pools	(2,465,667)		(2,468,762)	
Certificates of Deposits	0		0	
Portfolio Total	(2,057,011)		(2,060,106)	
	0			
<u>Maturity Data</u>	Book Value @ 6/30/2023	Weighted Average Maturity	Yield to Maturity	
Cash	1,261,054	0 Days	1.00%	
Marketable Securities	0	0 Days	0.00%	
Investment Pools - Texas CLASS	16,949,027	45 Days *	5.27%	
Investment Pools - TexPool	10,884,388	26 Days *	5.05%	
Investment Pools - TexSTAR	8,675,517	22 Days *	5.08%	
Certificates of Deposits	0	0 Days	0.00%	
	37,769,987	33 Days	5.02%	

Benchmark - 4 Week Treasury Bills - Secondary Market @ June 30, 2023

5.19%

* Weighted Average Maturity of Pool Investments - City funds are available from pools upon request.

<u>Total Return On Investment</u>	<u>Interest Earned</u>
Cash	2,259
Marketable Securities	0
Investment Pools - Texas CLASS	245,329
Investment Pools - TexPool	141,436
Investment Pools - TexSTAR	108,087
Certificates of Deposits	0
Total Return on Investment	497,112

CITY OF LOCKHART
Cash Accounts (as reconciled to FLNB)
For the Quarter Ended June 30, 2023

General Operating Account - FLNB		
		<u>Value</u>
April 1, 2023	\$	852,398
Deposits		12,223,759
Withdrawals		(11,817,361)
Interest Earned		2,259
June 30, 2023	\$	1,261,054

Total Cash Accounts		
		<u>Value</u>
April 1, 2023	\$	852,398
Deposits		12,223,759
Withdrawals		(11,817,361)
Interest Earned		2,259
June 30, 2023	\$	1,261,054

CITY of LOCKHART
Marketable Securities Transaction Summary
For the Quarter Ended June 30, 2023

<u>Holdings During the Quarter</u>									Beginning Value @ Par	Beginning Book Value	Beginning Market Value	Ending Value @ Par	Ending Book Value	Ending Market Value
<u>Type of Security</u>	<u>CUSIP</u>	<u>Purchase Date</u>	<u>Par Value</u>	<u>Coupon 0.34%</u>	<u>Date of Maturity</u>	<u>Yield to Maturity</u>	<u>Purchase Price</u>	<u>Quarterly Interest Earned</u>	<u>April 1, 2023</u>			<u>June 30, 2023</u>		
								-						0
								-						0
Totals			<u>\$ -</u>				<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

<u>Purchases</u>									
<u>Type of Security</u>	<u>CUSIP</u>	<u>Purchase Date</u>	<u>Par Value</u>	<u>Coupon Rate</u>	<u>Date of Maturity</u>	<u>Yield to Maturity</u>	<u>Settlement Total</u>	<u>Price</u>	<u>Accrued Interest</u>
				0.22%					
Totals			<u>\$ -</u>				<u>\$ -</u>		<u>\$ -</u>

<u>Maturities</u>							
<u>Type of Security</u>	<u>CUSIP</u>	<u>Purchase Date</u>	<u>Par Value</u>	<u>Coupon Rate</u>	<u>Date of Maturity</u>	<u>Yield to Maturity</u>	<u>Settlement Total</u>
\$ -							
Totals			<u>\$ -</u>	0.59%			<u>\$ -</u>

CITY OF LOCKHART
Investment Pool Transactions Summary
For the Quarter Ended June 30, 2023

TexPool					
	<u>Book Value</u>	<u>Market Value</u>	<u>Net Asset Value</u>	<u>Weighted Aver. Maturity</u>	<u>Average Monthly Yield</u>
April 1, 2023	10,878,530	10,875,484	0.999930	19 Days	4.6100%
Deposits	4,081,000				
Withdrawals	(4,216,579)				
Interest Earned	141,436				
June 30, 2023	10,884,388	10,882,429	0.99982	26 Days	5.0500%

Texas CLASS					
	<u>Book Value</u>	<u>Market Value</u>	<u>Net Asset Value</u>	<u>Weighted Aver. Maturity</u>	<u>Average Monthly Yield</u>
December 31, 2022	16,703,697	16,703,697	1.00000	36 Days	4.8600%
Deposits	0				
Withdrawals	0				
Interest Earned	245,329				
June 30, 2023	16,949,027	16,949,027	1.00000	45 Days	5.2700%

TexSTAR					
	<u>Book Value</u>	<u>Market Value</u>	<u>Net Asset Value</u>	<u>Weighted Aver. Maturity</u>	<u>Average Monthly Yield</u>
April 1, 2023	8,567,430	8,566,188	1.00003	39 Days	4.6066%
Deposits	0				
Withdrawals	0				
Interest Earned	108,087				
June 30, 2023	8,675,517	8,673,834	0.999806	22 Days	5.0764%

CITY of LOCKHART
Certificates of Deposit Transaction Summary
For the Quarter Ended June 30, 2023

Holdings During the Quarter

<u>CD Number</u>	<u>Holder</u>	<u>Purchase Date</u>	<u>Face Value</u>	<u>Interest Rate</u>	<u>Date of Maturity</u>	<u>Yield to Maturity</u>	<u>Purchase Price</u>	<u>Quarterly Interest Earned</u>	<u>Beginning Face Value</u>	<u>Beginning Market Value</u>	<u>Ending Face Value</u>	<u>Ending Market Value</u>
									April 1, 2023		June 30, 2023	
			<u>\$ -</u>						<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

Purchases

<u>CD Number</u>	<u>Holder</u>	<u>Purchase Date</u>	<u>Face Value</u>	<u>Interest Rate</u>	<u>Date of Maturity</u>	<u>Yield to Maturity</u>	<u>Purchase Price</u>
			<u>\$ -</u>				<u>\$ -</u>

Maturities

<u>CD Number</u>	<u>Holder</u>	<u>Purchase Date</u>	<u>Face Value</u>	<u>Interest Rate</u>	<u>Date of Maturity</u>	<u>Yield to Maturity</u>	<u>Settlement Total</u>
			<u>\$ -</u>				<u>\$ -</u>

<i>City of Lockhart</i>			
<i>Investment Pools</i>			
<u>Standard and Poor's Ratings</u>			
<u>Month</u>	<u>TexPool</u>	<u>TexSTAR</u>	<u>Texas CLASS</u>
July-22	AAAm	AAAm	AAAm
August-22	AAAm	AAAm	AAAm
September-22	AAAm	AAAm	AAAm
October-22	AAAm	AAAm	AAAm
November-22	AAAm	AAAm	AAAm
December-22	AAAm	AAAm	AAAm
January-23	AAAm	AAAm	AAAm
February-23	AAAm	AAAm	AAAm
March-23	AAAm	AAAm	AAAm
April-23	AAAm	AAAm	AAAm
May-23	AAAm	AAAm	AAAm
June-23	AAAm	AAAm	AAAm

<i>City of Lockhart</i>			
<i>Bank Collateralization</i>			
<u><i>Standard and Poor's Ratings</i></u>			
			FLNB
<u>Month</u>			<u>Collateralization *</u>
July-22			AAA
August-22			AAA
September-22			AAA
October-22			AAA
November-22			AAA
December-22			AAA
January-23			AAA
February-23			AAA
March-23			AAA
April-23			AAA
May-23			AAA
June-23			AAA
* Guaranteed by US government (AAA)			

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: August 15, 2023

AGENDA ITEM CAPTION: Discuss adopting Ordinance 2023-15 designating Lockhart Industrial District No. 1 in the City's Extraterritorial Jurisdiction.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Steven Lewis, Monte Akers

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: Sec. 42.044, Local Government Code, authorizes the governing body of a city to designate any part of its ETJ as an industrial district and to treat the designated area in a manner considered by the governing body to be in the best interests of the municipality. The designation authorizes the making of contracts with owners in the district that the parties agree to be reasonable, appropriate, and not unduly restrictive of business activities. The designation does not restrict use of the land to industrial, and all present uses may continue. It also does not change any property rights of people who own land in the area, and has no relation to zoning, which does not apply in the ETJ. Additionally and significantly, SB 2038, the new legislation which creates a procedure for the release of areas from the ETJ of a city and which becomes effective Sept. 1, 2023, provides that the ETJ release procedure does not apply to areas of the ETJ designated as an industrial district under Section 42.044. Ordinance No. 2023-15 designates an area as Lockhart Industrial District No. 1.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION: None.

COMMITTEE/BOARD/COMMISSION ACTION: None.

STAFF RECOMMENDATION/REQUESTED MOTION: Adoption of Ordinance No. 2023-15.

LIST OF SUPPORTING DOCUMENTS: Draft Ordinance No. 2023-15 with exhibit depicting the district, .

City of Lockhart, Texas

Council Agenda Item Cover Sheet

ORDINANCE NO. 2023-15

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS DESIGNATING A CERTAIN AREA OF THE CITY'S EXTRATERRITORIAL JURISDICTION AS AN INDUSTRIAL DISTRICT AREA PURSUANT TO SECTION 42.044, LOCAL GOVERNMENT CODE; MAKING FINDINGS OF FACT; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; MAKING SUCH OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, Section 42.044 of the Texas Local Government Code provides that the governing body of a municipality may designate an area within its extraterritorial jurisdiction ("ETJ") to create industrial districts and to treat those areas in a manner considered by the City Council to be in the best interest of the City; and

WHEREAS, the designation of industrial districts is done in areas where industrial activity already exists within the municipality's ETJ or where those activities are likely to happen in the future; and

WHEREAS, the City Council finds that the area depicted in "Exhibit A," attached hereto, is an area in the City's ETJ that is suitable as an industrial district, and that it in the best interest of the City of Lockhart to designate that area as an industrial districts to be known as "Lockhart Industrial District No. 1."

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

Section 1. The facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct and are incorporated by reference herein for all purposes.

Section 2. An industrial district to be known as "Lockhart Industrial District No. 1" is hereby designated as shown on "Exhibit A" which is attached hereto and incorporated herein.

Section 3. All ordinances or resolutions that are in conflict with the provisions of this ordinance are, and the same are hereby, repealed to the extent of such conflict.

Section 4. If any provision of this Ordinance, or application thereof, to any person or circumstance, shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are hereby declared to be severable.

Section 5. The Mayor is hereby authorized to sign and execute this Ordinance.

Section 6. This Ordinance shall become effective and be in full force from the date of its signing and execution.

PASSED, ADOPTED, AND APPROVED on August 15, 2023.

CITY OF LOCKHART, TEXAS

Lew White Mayor

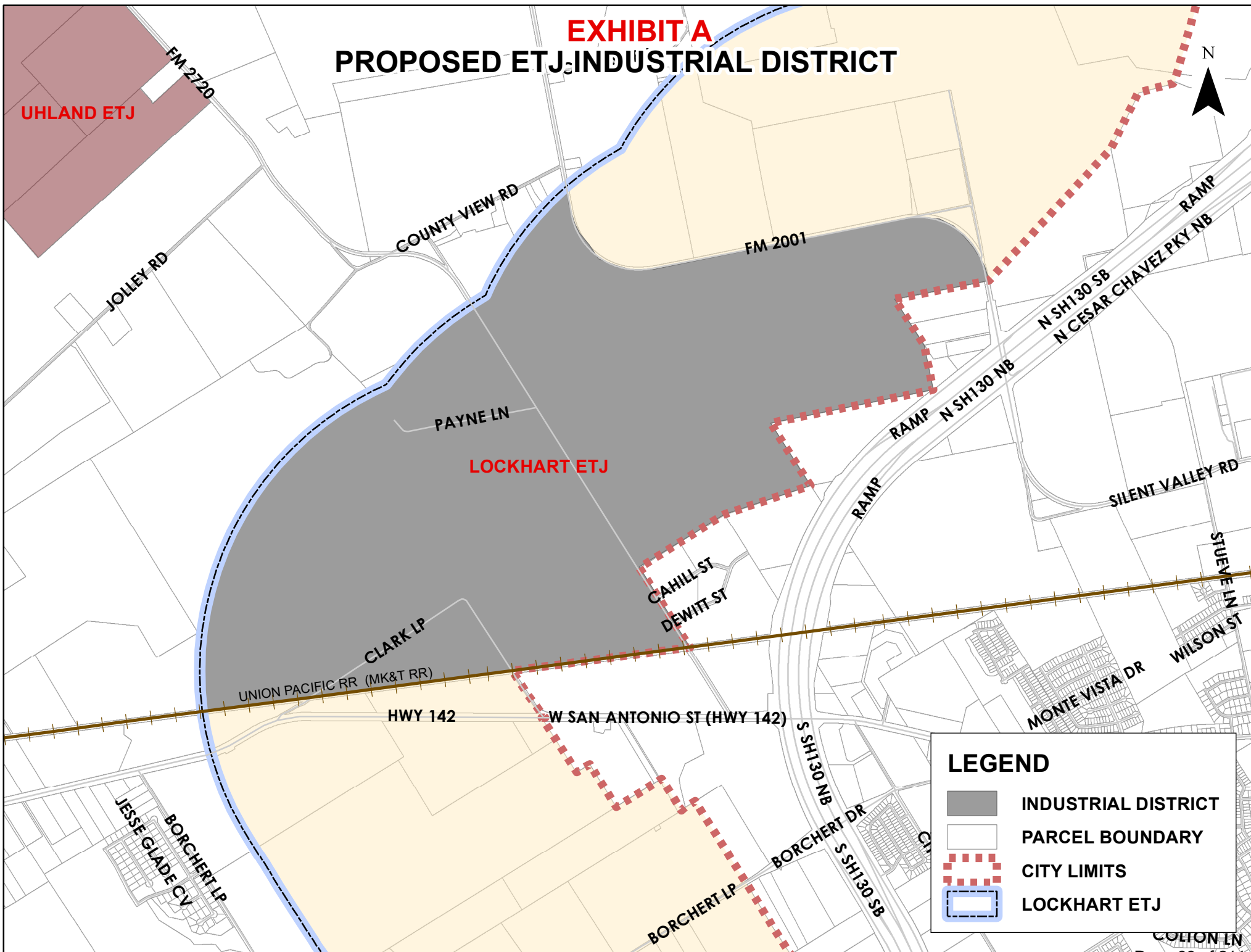
ATTEST:

APPROVED AS TO FORM:

Julie Bowermon, Interim City Secretary

Monte Akers, City Attorney

EXHIBIT A
PROPOSED ETJ INDUSTRIAL DISTRICT



City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: August 15, 2023

AGENDA ITEM CAPTION: Discuss Resolution 2023-13 regarding a contract for medical director services for Lockhart EMS between Travis County Emergency Physicians, P.A. dba US Acute Care Solutions (USAC) effective October 1, 2023.

ORIGINATING DEPARTMENT AND CONTACT: Fire - Chief Randy Jenkins

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION: Lockhart EMS is currently managed by Ascension Seton through a "Lockhart EMS Staffing and Management Services Agreement" between the City of Lockhart and Ascension Seton effective August 1, 2015 with amendments on October 1, 2018 and February 1, 2023. As part of this agreement, medical direction was provided by Ascension Seton. Dr. Hala Ashraf, through US Acute Care Solutions (USAC), is an emergency medicine physician and is the current Medical Director provided by Ascension Seton for Lockhart EMS and also serves as Associate Medical Director for San Marcos - Hays County EMS.

Beginning October 1, 2023, the City of Lockhart will be responsible for providing medical direction for Lockhart EMS. The Texas Department of State Health Services (DSHS) requires an ambulance transport service to employ the services of a medical director. Medical control / direction is a planned approach to the provision of advanced life support services in an out-of-hospital setting. Under this approach, paramedic staff are viewed as surrogates of a designated hospital and a designated medical director in that hospital. The medical director seeks to assure that patients treated by paramedics and transported receive appropriate care in all cases. The medical director also reviews the training program, skills maintenance, continuing education programs and retraining program.

Dr. Ashraf will serve as the primary Medical Director for Lockhart EMS as provided in the attached agreement. When Dr. Ashraf is not available, the emergency department physicians at the receiving hospitals will provide the medical direction, with the vast majority being USAC physicians.

Dr. Ashraf currently provides monthly training to Lockhart EMS staff regarding EMS protocols which outlines the approved treatment procedures. The continuation of her medical direction services will ensure a seamless transition.

PROJECT SCHEDULE (if applicable): The contract for medical direction is to begin October 1, 2023.

AMOUNT & SOURCE OF FUNDING:

Funds Required:

City of Lockhart, Texas

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Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION: Lockhart EMS is currently managed by Ascension Seton through a “Lockhart EMS Staffing and Management Services Agreement” between the City of Lockhart and Ascension Seton effective August 1, 2015 with amendments on October 1, 2018 and February 1, 2023.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends approving the contract for medical director as submitted.

LIST OF SUPPORTING DOCUMENTS: Resolution 2023-13, Medical Director 8-15-2023, Dr. Ashraf Medical Director Contract 8-15-2023

RESOLUTION 2023-13

A RESOLUTION OF THE CITY OF LOCKHART, TEXAS, APPROVING A CONTRACT FOR MEDICAL DIRECTOR SERVICES AND THE SERVICES OF DR. HALA ASHRAF; AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY

WHEREAS, the City is the operator of a mobile intensive care unit (MICU) transport service and is required by law to operate it under medical control; and

WHEREAS, the City desires to appoint a medical doctor to provide such medical control and other support services; and

WHEREAS, Travis County Emergency Physicians, P.A., doing business as US Acute Care Solutions (“USACS”), employs Dr. Hala Ashraf, who is qualified, willing, and able to provide Medical Director Services for the City's emergency services; and

WHEREAS, the City Council of Lockhart desires to enter into a contract with USACS for the purposes stated above.

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

1. The foregoing recitals are adopted and incorporated herein for all purposes.
2. The draft contract attached hereto as Exhibit “A” is approved and its execution is authorized by the Council.
3. The Mayor shall have authority to sign the contract on behalf of the City.

PASSED AND ADOPTED on this the 15th day of August, 2023.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

APPROVED AS TO FORM:

Julie Bowerman, Interim City Secretary

Monte Akers, City Attorney

Exhibit "A"

MEDICAL DIRECTOR SERVICES AGREEMENT

This **MEDICAL DIRECTOR SERVICES AGREEMENT** (The "Agreement"), entered into on this 1st day of October, 2023 by and between the CITY OF LOCKHART hereinafter called the "City", and Travis County Emergency Physicians, P.A., doing business as US Acute Care Solutions ("USACS").

WITNESSETH:

WHEREAS, the City is the operator of a mobile intensive care unit (MICU) transport service and is required by law to operate under medical control;

WHEREAS, Dr. Ashraf can offer medical control and other support services to municipal corporations providing emergency services; and

WHEREAS, the City desires to engage USACS to provide its employee, Dr. Hala Ashraf ("Dr. Ashraf"), and Dr. Ashraf desires to be engaged via USACS by the City, to provide certain Medical Director Services for the City's emergency services to the extent set forth herein;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and USACS do hereby agree as follows:

ARTICLE I. OBLIGATION TO PROVIDE MEDICAL DIRECTOR SERVICES AND PAYMENT FOR SERVICES

1.1 Obligation to Provide Medical Director Services. During the term (as defined in Section 1.3, below) of this Agreement, and subject to the conditions and provisions of this Agreement, USACS shall provide Dr. Ashraf to serve the City by providing the Medical Director Services described in Article II of this Agreement.

1.2 Payment for Medical Director Services

(i) **Basic Service Fee.** In consideration for Dr. Ashraf providing the City with the medical control described in Section 2.1, the City shall pay to USACS Two Hundred Dollars (\$200.00) per hour for each hour of Medical Director Services performed and properly documented by Medical Director, not to exceed fifteen (15) hours and \$3,000 per month. Medical Director shall submit or cause to be submitted to City time records in the form of Exhibit A attached hereto, or another form agreed to by the parties, documenting and briefly describing the provision of the Medical Director Services provided and the time spent thereon by the fifth day of the month immediately succeeding the calendar month in which the Medical Director Services were rendered. Within thirty (30) days of receipt of such time records, the City shall pay the Medical Director Two Hundred Dollars (\$200.00) per hour for each hour of Medical Director Services rendered.

(ii) **Price Changes.** After the initial one-year term, USACS may change the amount of the Basic Service Fee set forth in subpart (i) of this section upon 30 days prior written notice to the City; provided, however, the City may, as a result of any increase in the Basic Services Fee, terminate this Agreement upon 30 days prior written notice to USACS.

1.3 Term. This Agreement shall commence on October 1, 2023 and, unless otherwise terminated as provided herein, will continue for an initial twelve (12) months. Either the City or USACS may terminate the Agreement at any time by giving the other party written notice of ninety (90) days. Upon completion of such initial twelve (12) month term, this Agreement shall be automatically renewed unless either the City or USACS will have therefore given the other party ninety (90) days prior written notice of its election to terminate this Agreement. Correspondingly, upon completion of the initial twelve (12) month renewal period or any subsequent twelve (12) month renewal period, this Agreement shall continue to be automatically renewed for 12-month periods unless either the City or USACS has therefore given the other party ninety (90) days prior written notice of its election to terminate this Agreement. This agreement shall not be renewed beyond October 1, 2028 without written approval of the City Council of the City of Lockhart.

ARTICLE II. DESCRIPTION OF MEDICAL DIRECTOR SERVICES PROVIDED BY DR. ASHRAF

2.1 Medical Direction. During the term of this Agreement, USACS shall cause Dr. Ashraf to arrange for on-line medical direction of the City's emergency medical service (the "Medical Director Services") on a continuous, 24-hour basis on each day of the week. Online medical direction shall be provided by the physician on duty at the receiving medical facility, using established guidelines and medical protocols through voice contact. During the term of this Agreement, Dr. Ashraf shall provide the City's emergency medical service with off-line medical direction and other medical control. Such off-line medical direction and other medical control shall utilize established guidelines and treatment protocols to monitor and evaluate the quality of patient care provided by the City's emergency medical service. Dr. Ashraf shall provide all the services required of a medical director by Chapter 197, State Board of Medical Examiner Rules.

2.2 Patient Chart and Case Reviews. As needed, Dr. Ashraf shall sponsor or conduct, on an individual basis for the City's emergency medical service, patient chart, or case reviews, for the purpose of complying with quality control provisions as required by Texas Department of State Health Services.

2.3 Proficiency Assessments of EMS Personnel. As needed Dr. Ashraf shall conduct proficiency assessments of emergency medical personnel to determine compliance with current protocols. Dr. Ashraf may elect to perform ride-outs with the City's emergency medical personnel to accomplish the assessments.

2.4 Continuing Education Sessions for EMS Personnel. Each year of this contract, Dr. Ashraf shall sponsor or conduct a minimum of 20 hours of specialized continuing education sessions for the City's emergency medical personnel. Session topics may be determined by proficiency assessments and shall be approved by the City and Dr. Ashraf.

ARTICLE III. REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the City. The City represents and warrants to, and agrees with USACS, as follows:

(i) The City has full power and authority to exercise and deliver this agreement. The execution and delivery of this Agreement by the City shall not constitute default under, or violate any provision of, the City of Lockhart Charter or any agreement to which the City is a party or any statute, rule, regulation, judgment, or order by which it is bound.

(ii) The City has and shall at all times maintain all licenses and permits required of it to own and operate the emergency service and to conduct the activities contemplated by this Agreement. The City shall at all times operate the emergency service in accordance with all applicable laws and regulations.

3.2 Representations and Warranties of USACS. USACS hereby represents and warrants to, and agrees with, the City as follows:

(i) Dr. Ashraf is duly licensed and in good standing as a Medical Doctor under the laws of the State of Texas.

(ii) USACS has full power and authority to execute and deliver this Agreement. The execution and delivery of this agreement by USACS shall not constitute default under, or violate any provision of, any agreement to which USACS is a party or any statute, rule, regulation, judgment, or order by which she is bound.

ARTICLE IV. INSURANCE AND INDEMNIFICATION

4.1 City's Insurance. The City of Lockhart is self-insured through the Texas Municipal League and does carry liability insurance. Any request for financial information shall be handled in accordance with existing public information laws or other laws of the State of Texas.

4.2 Dr. Ashraf's Insurance. Dr. Ashraf is insured and carries the customary hospital and general practice and liability insurance in the amount of Five-Hundred Thousand Dollars (\$500,000) per claim, and One Million Dollars (\$1,000,000) per year.

4.3 Indemnification by the City. To the extent allowed by law, and the City's insurance policy with Texas Municipal League, the City shall indemnify and hold harmless each of USACS and Dr. Ashraf from and against any and all liabilities, costs, damages and expenses (including attorney's fees and expenses) as permitted by law, resulting from or attributable to any and all breaches of this agreement, willful misconduct or negligent acts and omissions of the Department and its emergency medical providers, public officials, employees and agents arising from or in connection with the City's emergency medical service or the City relating to or otherwise affecting this agreement.

4.4 City Insurance Primary. The City's insurance shall be the primary source of recovery for third-party plaintiff's alleging injury. The City shall procure and maintain insurance covering the Medical Director Services, USACS, and Dr. Ashraf.

4.5 Non-Waiver of Defenses Under the Texas Tort Claims Act. Nothing in this agreement shall in any way diminish or otherwise adversely affect any rights which the City may have as to any claimant or plaintiff to assert defenses of the Texas Civil Practices and Remedies code, or any other statutory or common law defenses available to municipalities in the State of Texas.

ARTICLE V. MISCELLANEOUS PROVISIONS

5.1 Notices. Any notice required or permitted pursuant to this Agreement shall be deemed sufficient if in writing and hand-delivered or sent by registered or certified mail, postage prepaid, and if addressed (i) to Dr. Ashraf, (3401 S. Lamar Blvd., Apt. 3318 Austin, TX 78703), and if (ii) to the City, to the address set forth below under the City's signature.

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

5.3 Entire Agreement Amendment. This Agreement constitutes the entire agreement and understanding between the City and Dr. Ashraf. This Agreement may not be amended except by the instrument, in writing, executed by the party against which enforcement is sought.

5.4 Successors and Assigns. This Agreement shall be binding upon, and shall insure to the benefit of the City and Dr. Ashraf and their respective successors and assigns; provided, however, neither the City nor Dr. Ashraf may assign this Agreement without the prior written consent of the other party.

5.5 Venue. Venue for any dispute under this Agreement shall be in Caldwell County, Texas.

5.6 Attorney's Fees. In any legal proceeding alleging a breach of any provision of this Agreement, the prevailing party shall be entitled to recover from the other party the prevailing party's reasonable attorney's fees and costs in such proceeding.

**IN WITNESS WHEREOF, the City of Lockhart and
Dr. Hala Ashraf have executed this Agreement as of the date first above written.**

CITY OF LOCKHART

**MEDICAL DIRECTOR:
Travis County Emergency Physicians, P.A.
d/b/a US Acute Care Solutions**

**Lew White, Mayor
City of Lockhart**

**Jennifer Bradstreet, MD, FACEP
President, USACS South**

Date:_____

Date:_____

**Address:
P.O. Box 239
Lockhart, Texas 78644**

**Address:
4535 Dressler Rd. NW
Canton, Ohio 44718**

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: August 15, 2023

AGENDA ITEM CAPTION: Discuss contract for Election Services with the Caldwell County Elections Administrator to conduct the City of Lockhart's General Election on November 7, 2023.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Julie Bowermon

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: The Caldwell County Elections Administrator (County EA) is conducting Elections on November 7, 2023. The City of Lockhart will hold a General election for the positions of Mayor, Councilmember District 3, and Councilmember District 4. Since 2010, in the interest of a public purpose, the City of Lockhart has contracted with the County EA to conduct City Elections to enable all propositions and public official positions to be on one ballot for voters within Caldwell County.

The City of Lockhart shall pay an administrative fee of 10% of the total cost of the election and any runoff election or \$75, whichever is greater. In the event the services are provided for a joint election, the cost shall be equally prorated between the participating entities. A runoff Election shall be treated as a separate election.

The City of Lockhart ordered the November 7, 2023 General Election during the previous Council meeting held on August 1, 2023. The candidate filing period is July 22, 2023 through August 21, 2023. City staff currently has candidate packets available for distribution to potential candidates, these packets are also available on the City website.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:

Funds Required: \$20,000

Account Number: 100-5101-703

Funds Available: \$20,000

Account Name: Elections

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: On August 1, 2023 Council ordered a General Election to be held on November 7, 2023.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

City of Lockhart, Texas

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STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends approval.

LIST OF SUPPORTING DOCUMENTS: 2023 November JOINT ELECTION SERVICES
CONTRACT--City of Lockhart EST

**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 gender. 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:

Attest:

Hoppy Haden
Caldwell County Judge

Teresa Rodriguez
Caldwell County Clerk

Devante Coe
Caldwell County Elections Administrator

CITY OF LOCKHART, TEXAS

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

OATMAN HILL MUNICIPAL UTILITY DISTRICT

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

PRAIRIE LEA ISD

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

City of Mustang Ridge, Texas

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

LOCKHART ISD

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

Attachment A

CALDWELL COUNTY ELECTION SERVICES CONTRACT COSTS

City of Lockhart
GENERAL ELECTION
Tuesday, November 7, 2023

ESTIMATE

Item #	Costs/Services	Cost Estimate
1.	B1. Ballots	\$ 1,169.92
2.	B2. Programming/Testing	\$ 974.94
3.	B3. Publication of Test	\$ 97.49
4.	B4. Tech Support	\$ -
5.	B5. Election Kits	\$ 243.73
6.	B6. Rental of Voting Equip	\$ 3,952.55
7.	B7. Rental of Non-county Equipment	\$ 129.99
8.	B8. Prep and Transport	\$ 20.80
9.	B9. Polling Place Rental	\$ 117.80
10.	B10. Election Day Judges/Clerks	\$ 2,279.89
11.	B11. Pickup and Delivery Fee(Returns)	\$ 65.00
12.	B12. Early Voting Personnel	\$ 4,721.94
13.	B13. Central Count Staff	\$ 341.23
14.	B14.	\$ -
15.	B15. Central Count Personnel	\$ 120.24
16.	B16. Early Voting Ballot Board/SVC	\$ 324.98
17.	B17. Late Board Personal	\$ -
18.	B18. Supplies	\$ -
19.	B19. Communication	\$ 138.12
20.	B20. Postage	\$ 16.25
21.	B21. Legal Fees	\$ -
22.	B22. Security	\$ 121.87
23.	B23. Special Request	\$ -
Subtotal		\$ 14,836.73
Administrative Fee		\$ 1,483.67
Total		\$ 16,320.40

Devante Coe
Elections
Administrator
Caldwell County

Printed:
8/10/2023

Attachment B

Participating Entities:

Caldwell County

City of Lockhart

City of Mustang Ridge

Prairie Lea ISD

Lockhart ISD

Oatman Hill Municipal Utility District

Point of Contact for City of Lockhart:

Printed Name of Official: _____

Officials Mailing Address: _____

Officials Email Address: _____

Official Contact Number: _____

Can this Contact Number be used after Afterhours? If not, is there an after-hours contact number?

After Hours Contact Number: _____

After Hours Officials Name(If Different from above):

Signature of City of Lockhart Authorizing Authority

Title of Authorizing Authority

Attachment C

Appointment of Election Officials

Early Voting Clerk: Devante Coe

Early voting by personal appearance will be conducted each day at:
(*La votación adelantada en persona se llevará a cabo todos los días en:*

CALDWELL COUNTY ELECTIONS OFFICE

1403 Blackjack St. Ste A

Lockhart, Texas 78644

Scott Annex Building – Conference Room

(Main Early Voting Location)

1403 Blackjack St.

Lockhart, Texas 78644

**Branch locations to be determined at a
later date.**

Applications for ballot by mail should be mailed to:

(*Las solicitudes para boletas que se votaran en ausencia por correo deberán enviarse a:*)

ATTN: Early Voting Clerk

Scott Annex Building

Caldwell County Elections Office

1403 Blackjack St. Ste A

Lockhart, Texas 78644

CALDWELLEC@CO.Caldwell.TX.US

Applications for ballots by mail must be received no later than the close of business on October 27, 2023.

(*Las solicitudes para boletas que se votarán adelantada por correo deberán recibirse para el fin de las horas de negocio el 27 de Octubre 2023.*)

NOVEMBER 2023 UNIFORM ELECTION – ELECTION DAY			
LOCATION	ADDRESS	PCT(S)	Election Day Judges
FIRST LOCKHART BAPTIST CONNECTION CENTER	200 S. BLANCO ST. LOCKHART, TX 78644	100 / 101	
GRACE LUTHERAN FELLOWSHIP HALL	108 N. MEDINA (FIR ST ENTERANCE) LOCKHART, TX 78644	103 / 108	
VFW POST 8927	7007 S. US HWY 183 LOCKHART, TX 78644	102 / 104	
LOCKHART EVENING LIONS CLUB	220 BUFKIN LANE LOCKHART, TX 78644	111	
SOUTHSIDE CLUBHOUSE	1035 S. MAGNOLIA AVE LULING, TX 78648	201 / 202	
MCNEIL BAPTISH CHURCH	14304 FM 1322 LULING, TX 78648	203	
MCMAHAN COMMUNITY CENTER	6022 FM 713 DALE, TX 78616	204 / 205	
LULING CIVIC CENTER	333 E. AUSTIN ST. LULING, TX 78648	206	
THREE RIVERS COMMUNITY CHURCH FELLOWSHIP HALL	103 MAIN ST. MARTINDALE, TX 78655	300 / 301	
MAXWELL FIRE STATION	9655 TX 142 MAXWELL, TX 78656	302	
UHLAND COMMUNITY HALL	15 N. OLD SPANISH TRAIL UHLAND, TX 78640	303 / 306	

FENTRESS COMMUNITY CHURCH	13481 STATE PARK RD. (STATE PARK/BARBER ST.) FENTRESS, TX 78622	305	
ST. MARKS METHODIST CHURCH	602 E. LIVE OAK ST. LOCKHART, TX 78644	401	
ST. MARY'S CATHOLIC PARISH HALL	205 W. PECAN ST. LOCKHART, TX 78644	402	
LYTTON SPRINGS BAPTIST CHURCH	8511 FM 1854 DALE, TX 78616	404	
DALE FIRE STATION	1414 FM 1854 DALE, TX 78616	400 / 405	

CENTRAL COUNTING STAFF

CENTRAL COUNT & TABULATION MANAGER	ASSIT. MANAGER	ASST. MANAGER TABULATION	CENTRAL COUNT JUDGES	
DEVANTE COE	SARAH FULLILOVE	MAYRA CALDERON	JUDGE: DAVID TSCHIRHART	ALT. JUDGE: VANESSA GUITERREZ

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: August 15, 2023

AGENDA ITEM CAPTION: Hold a PUBLIC HEARING regarding whether the City Council of the City of Lockhart should enact an Ordinance regulating the installation and use of on-site sewage facilities in the City of Lockhart and discussion and/or action to consider Ordinance 2023-14 adopting rules and requirements for on-site sewage facilities.

ORIGINATING DEPARTMENT AND CONTACT: City Attorney - Monte Akers, City Attorney and Kelly Stilwell, Building Official

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: The purpose of this ordinance is to provide a method for property owners to construct On-Site Sewage Facilities within the City when/where appropriate and to ensure the health and safety of residents of the City and its waterways. The City attempted to enter into an interlocal agreement with Caldwell County in the fall of 2020 to have the County provide On-Site Sewage Facility (OSSF) services to residents in the City of Lockhart. The City Council adopted the agreement but when it went to the Commissioners Court for approval an issue was discovered that would require the City of Lockhart to first become an OSSF "Authorized Agent" prior to entering into any agreements with the County. The Texas Commission on Environmental Quality (TCEQ) has strict requirements for governing bodies who wish to become authorized agents. The proposed ordinance went through a rigorous review process by TCEQ and was finally approved in July of this year.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: None.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Adoption of the Ordinance.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

LIST OF SUPPORTING DOCUMENTS: Proposed Ordinance and Attachment A consisting of organized justifications for more stringent requirements.

ORDINANCE NO. 2023-14

AN ORDINANCE OF THE CITY OF LOCKHART, TEXAS, ADOPTING RULES FOR ON-SITE SEWAGE FACILITIES, PROVIDING FOR MORE STRINGENT REQUIREMENTS, PROVIDING CLAUSES FOR REPEALER, SEVERABILITY, ENFORCEMENT, RELINQUISHMENT OF ORDINANCE, AND EFFECTIVE DATE

WHEREAS, the Texas Commission on Environmental Quality (TCEQ) has established Rules for on-site sewage facilities to provide the citizens of this State with adequate public health protection and a minimum of environmental pollution; and

WHEREAS, the Texas Legislature enacted legislation, codified as Texas Health and Safety Code (THSC), Chapter 366, which authorizes a local government to regulate the use of on-site sewage facilities in its jurisdiction to eliminate and prevent health hazards from the use of on-site sewage facilities; and

WHEREAS, the City of Lockhart, Texas understands that there are technical criteria, legal requirements, and administrative procedures and duties associated with regulating on-site sewage facilities, and may have responsibilities under the following provisions:

Texas Health and Safety Code Chapters 366 (On-Site Sewage Disposal Systems) and 367 On-Site Wastewater Treatment Research;

Texas Water Code Chapters 7 (Enforcement), 26 (Water Quality) and 37 (Occupational Licensing and Registration);

30 Texas Administrative Code Chapters 30, (Occupational Licensing and Registrations) 70 (Enforcement), and 285 (On-Site Sewage Facilities; and

Section 9 of this Ordinance (More Stringent Requirements).

WHEREAS, due notice was given of a public meeting to determine whether the City Council of the City of Lockhart, Texas should enact an Ordinance regulating the installation and use of on-site sewage facilities in the City of Lockhart, Texas; and

WHEREAS, the City Council of the City of Lockhart, Texas finds that the use of on-site sewage facilities in the City of Lockhart, Texas is causing or may cause pollution, and is injuring or may injure the public health; and

WHEREAS, the City Council of the City of Lockhart, Texas has considered the matter and deems it appropriate to enact an Ordinance adopting Rules regulating on-site sewage facilities to abate or prevent pollution, or injury to public health in the City of Lockhart, Texas.

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

SECTION 1. THAT the matters and facts recited in the preamble are true and correct;

SECTION 2. THAT the use of on-site sewage facilities in the City of Lockhart, Texas is causing or may cause pollution or is injuring or may injure the public health;

SECTION 3. This Ordinance repeals and replaces any other On-site Sewage Facility (OSSF) Ordinance for the City of Lockhart, Texas.

SECTION 4. THAT an Ordinance for the City of Lockhart, Texas be adopted entitled “On-Site Sewage Facilities,” which shall read as follows:

SECTION 5. THAT the City of Lockhart, Texas wishing to adopt more stringent requirements for its OSSF ORDINANCE understands that the more stringent requirements in this ORDINANCE take precedence over the corresponding TCEQ rule.

SECTION 6. AREA OF JURISDICTION.

This Ordinance shall apply to all the areas lying within the City of Lockhart, Texas, except for areas regulated under an existing Order, Ordinance or Resolution.

SECTION 7. COMPLIANCE WITH ORDINANCE.

All on-site sewage disposal systems installed in the jurisdictional area of the City of Lockhart must comply with this Ordinance.

SECTION 8. INCORPORATION BY REFERENCE.

The following statutes and rules, including all future amendments to the statutes and rules, are incorporated by reference specifically, but not limited to:

Texas Health and Safety Code Chapters 366 (On-Site Sewage Disposal Systems) and 367 On-Site Wastewater Treatment Research;

Texas Water Code Chapters 7 (Enforcement), 26 (Water Quality) and 37 (Occupational Licensing and Registration); and

30 Texas Administrative Code Chapters 30, (Occupational Licensing and Registrations) 70 (Enforcement), and 285 (On-Site Sewage Facilities).

SECTION 9. MORE STRINGENT REQUIREMENTS

30 TAC § 285.10 allows local governmental entities to propose more stringent standards than minimally required by 30 TAC Chapter 285. The City of Lockhart has determined that more stringent requirements are necessary to protect human health and the environment. The Justification for the more stringent requirements is in Attachment A of this ORDINANCE. The

following more stringent requirements are adopted by the City of Lockhart, Texas in this ORDINANCE:

- (A) The City of Lockhart shall require an application, permit and inspection for construction, alteration, extension, repair, or operation of a residential or commercial on-site sewage facility, regardless of the size of the tract of land.
- (B) Effective upon passage of this ordinance, the City of Lockhart shall require the maintenance for all OSSF's, identified in 30 TAC Rule 285.91(12), to be performed by a TCEQ registered maintenance company unless:
 - (1) The homeowner/property owner is a TCEQ registered maintenance provider for their aerobic treatment unit.
- (C) Maintenance Inspections and Reports:
 - (1) Inspections at a minimum must meet all inspection requirements (no less than once every three months) as set by the Rules, the City of Lockhart, as well as, the inspection requirements outlined by the manufacturer for the brand being inspected.
 - (2) Inspection reports shall address all inspection and testing requirements as set by the Rules, the City of Lockhart, as well as, the testing requirements outlined by the manufacturer for the brand being inspected.
 - (3) The City of Lockhart shall require the reporting of the sludge levels in the pump tank, and the condition of the spray area to be included on each required testing report specified by the Rules.
 - (4) All inspection and maintenance reports required under this subsection shall be submitted to the City of Lockhart by January 31st of each year for the previous calendar year. An owner of an OSSF shall provide all required OSSF documentation upon request by the City of Lockhart.
- (D) Requests for variances from provisions of this chapter may be considered by the City of Lockhart on a case-by-case basis.
 - (1) A variance may be granted if the owner, or a professional sanitarian or professional engineer representing the owner, demonstrates to the satisfaction of the City of Lockhart that conditions are such that equivalent or greater protection of the public health and the environment can be provided by alternate means. Variances for separation distances shall not be granted unless the provisions of 30 TAC Chapter 285 cannot be met.
 - (2) Any request for a variance under this subsection must contain planning materials prepared by either a professional sanitarian or a professional engineer (with appropriate seal, date, and signature).
- (E) Under no circumstances will more than one habitable structure be utilized on a lot/tract that is one acre or less.
- (F) All construction, alteration, extension or repair to any type of on-site sewage facility shall be by a TCEQ licensed installer. There shall be no property owner/homeowner installations unless the property owner/homeowner is also a licensed installer.

- (G) Any single family dwelling, commercial or institutional facility, multi-unit residential development or recreational vehicle park occupied any part of the day or night shall be connected to an on-site sewage facility or other approved method of wastewater treatment and/or disposal.
- (H) The use of portable toilets and holding tanks may be authorized by the permitting authority only as a temporary means of domestic sewage disposal for no longer than 180 days. Exceptions beyond two weeks may be made for businesses which operate less than two days per week and construction sites requiring restroom facilities. Written documentation of proper transfer and disposal of contents shall be provided to permitting authority prior to installation.

SECTION 10. COLLECTION OF FEES.

All fees collected for permits and/or inspections shall be made payable to the City of Lockhart, Texas. A fee will also be collected for each on-site sewage facility permit to be paid to the credit of the TCEQ Water Resources Management Account as required by the THSC Chapter 367. All fees will be determined by ordinance in a separate fee schedule.

SECTION 11. APPEALS.

Persons aggrieved by an action or decision of the designated representative may appeal such action or decision to the City Council of the City of Lockhart, Texas.

SECTION 12. ENFORCEMENT PLAN.

The City of Lockhart, Texas understands that, at a minimum, it must follow the requirements in 30 Texas Administrative Code § 285.71 Authorized Agent Enforcement of OSSFs. This includes timely investigating complaints, notifying complainants of findings, and taking appropriate action related to any documented violations. Records related to these activities shall be retained for review by TCEQ.

The County shall take appropriate and timely action on all documented violations, which may include any available penalties and remedies, pursuant to all applicable provisions related to on-site sewage facilities, including those found in Chapters 341 and 366 of the Texas Health and Safety Code, Chapters 7 and 26 of the Texas Water Code, and 30 Texas Administrative Code Chapter 285.

SECTION 13. SEVERABILITY

It is hereby declared to be the intention of the City Council of the City of Lockhart, Texas, that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance should be declared void by a valid judgment or decree of any court of competent jurisdiction the judgment or decree shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Ordinance.

SECTION 14. RELINQUISHMENT OF ORDINANCE

If the Authorized Agent of the City of Lockhart, Texas decides to relinquish its authority to regulate on-site sewage facilities in its area of jurisdiction, the local governmental entity (previously the Authorized Agent) and the TCEQ shall follow the procedures in 30 TAC § 285.10 (d) (1) through (4).

After relinquishing its OSSF authority, the local governmental entity understands that it may be subject to charge-back fees in accordance with 30 TAC § 285.10 (d) (5) and §285.14.

SECTION 15. TITLE VI COMPLIANCE

If necessary, based on the need for access to information in a language other than English by the community, the Authorized Agent shall provide information regarding this Ordinance, including notice, applications, and enforcement actions, in an alternative language. The Authorized Agent may base its determination on all relevant factors including: whether the elementary or middle school nearest to the site is required to provide a bilingual education program as required by Texas Education Code, Chapter 29, Subchapter B; whether there is newspaper regularly published in an alternative language; or if the AA has historical knowledge.

SECTION 16. EFFECTIVE DATE.

This Ordinance shall be in full force and effect from and after its date of approval as required by law and upon the approval of TCEQ.

AND IT IS SO ORDERED:

PASSED AND APPROVED THIS 15th DAY OF AUGUST, 2023.

CITY OF LOCKHART:

Lew White, Mayor

ATTEST:

Assistant City Secretary

Attachment A

Organized Justifications for More Stringent Requirements Section 9 of OSSF Order and Ordinances

(A) City of Lockhart shall require an application, permit and inspection for construction, alteration, extension or repair to a residential or commercial on-site sewage facility, regardless of the size of the tract of land.

(1) Justification:

- a. The City of Lockhart will require the permitting of all OSSF systems within City Limits to protect the health and welfare of all Citizens equally. We will manage, inspect, and ensure all effluent discharge is properly managed per TCEQ Guidelines.
- b. We find the following passage necessary in order to provide consistent coverage within our jurisdiction regardless of lot size.

(B) Effective upon passage of this ordinance, the City of Lockhart shall require the maintenance for all OSSF's, identified in 30 TAC Rule 285.91(12), to be performed by a TCEQ registered maintenance company unless:

(1) The homeowner/property owner is a TCEQ registered maintenance provider for their aerobic treatment unit.

(1) Justification:

- a. City of Lockhart wants to ensure that OSSFs are maintained by individuals that poses the knowledge needed to safely maintain such systems.
- b. We believe this is necessary as unqualified individuals may overlook situations of illicit discharge through failed OSSF systems and some of these issues may not be readily addressed before potential damage to groundwater or surface water.

(C) Maintenance Inspections and Reports:

(1) Inspections at a minimum must meet all inspection requirements (no less than once every three months) as set by the Rules, City

of Lockhart, as well as, the inspection requirements outlined by the manufacturer for the brand being inspected.

- (2) Inspection reports shall address all inspection and testing requirements as set by the Rules, City of Lockhart, as well as, the testing requirements outlined by the manufacturer for the brand being inspected.
- (3) The City of Lockhart shall require the reporting of the sludge levels in the pump tank, and the condition of the spray area to be included on each required testing report specified by the Rules.
- (4) All inspection and maintenance reports required under this subsection shall be submitted to the City of Lockhart by January 31st of each year for the previous calendar year. An owner of an OSSF shall provide all required OSSF documentation upon request by the City of Lockhart.

(1) Justification:

- a. By having adopted maintenance and reporting requirements City of Lockhart ensures the proper operation and maintenance (O&M) of OSSF systems within city limits.
- b. City of Lockhart will need to be able to track and monitor the general health of OSSFs to protect against illicit discharge and water contamination.

(D) Requests for variances from provisions of this chapter may be considered by the City of Lockhart on a case-by-case basis.

- (1) A variance may be granted if the owner, or a professional sanitarian or professional engineer representing the owner, demonstrates to the satisfaction of the City of Lockhart that conditions are such that equivalent or greater protection of the public health and the environment can be provided by alternate means. Variances for separation distances shall not be granted unless the provisions of 30 TAC Chapter 285 cannot be met.
- (2) Any request for a variance under this subsection must contain planning materials prepared by either a professional sanitarian or a professional engineer (with appropriate seal, date, and signature).

(1) Justification:

- a. City of Lockhart wants to ensure that OSSF is installed in a way that provides adequate clearance for OSSF equipment, appurtenances and drain fields within the application area while still preserving vested private property rights.
- b. The City of Lockhart needs the flexibility to evaluate existing lots within the city limits to determine if an OSSF is appropriate for the lot and if connection to the City's sanitary sewer system is not

available or economically feasible.

- (E) Under no circumstances will more than one habitable structure be utilized on a lot/tract that is one acre or less.

(1) Justification:

- a. City of Lockhart Wants to ensure that OSSFs are installed for the use by single habitable structures to avoid overwhelming the OSSF.
- b. We want to avoid situations where manufactured homes, recreational vehicles, or portable buildings are placed upon a lot and connected to an existing OSSF that was designed for a single habitable structure existing on the lot.

- (F) All construction, alteration, extension or repair to any type of on-site sewage facility shall be by a TCEQ licensed installer. There shall be no property owner/homeowner installations unless the property owner/homeowner is also a licensed installer.

(1) Justification:

- a. City of Lockhart Wants to ensure that OSSFs are installed by individuals that poses the knowledge needed to safely install or repair such systems.
- b. We believe this is necessary as unqualified individuals may create situations of illicit discharge through failed installations of OSSF systems and some of these issues may not be readily visibly apparent during inspection.

- (G) Any single family dwelling, commercial or institutional facility, multi-unit residential development or recreational vehicle park occupied any part of the day or night shall be connected to an on-site sewage facility or other approved method of wastewater treatment and/or disposal.

(1) Justification:

- a. City of Lockhart Wants to ensure that all habitable structures located within the City are connected to some form of wastewater treatment system.
- b. We believe this is necessary because the lack of any kind of wastewater treatment and/or disposal system will more than likely result in illicit discharge when a structure is inhabited.

- (H) The use of portable toilets and holding tanks may be authorized by the permitting authority only as a temporary means of domestic sewage disposal for no longer

than 180 days. Exceptions beyond two weeks may be made for businesses which operate less than two days per week and construction sites requiring restroom facilities. Written documentation of proper transfer and disposal of contents shall be provided to permitting authority prior to installation.

(1) Justification:

- a. City of Lockhart Wants to ensure that domestic and business sewage is disposed of properly whenever there is a need for the temporary use of portable toilets and holding tanks while still allowing the property owner to reside at or conduct business at the location.
- b. We believe this is necessary if an OSSF or other sewage system fails and/or requires extensive maintenance. Allowing a temporary means of sewage disposal helps reduce the risk of illicit discharge and decreases the economic impact on property owners.
- c. Limiting the use of above ground wastewater holding tanks to 180 days is needed in order to prevent the long-term use of these tanks as a solution instead of repairing an existing OSSF, installing a new OSSF, or connecting to the City's sanitary sewer system.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: August 15, 2023

AGENDA ITEM CAPTION: Hold a PUBLIC HEARING for the proposed City of Lockhart Fiscal Year 2023-2024 Budget.

ORIGINATING DEPARTMENT AND CONTACT: Finance - Joseph Resendez

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: The City Charter requires that the City Council hold one public hearing for the City of Lockhart Budget to allow for public comments. It was staff's recommendation to hold two hearings to allow residents two opportunities to comment on the proposed budget. This is the first public hearing. The second public hearing will be held at 7:30 p.m. on September 5, 2023.

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: 2023-2024 PROPOSED ANNUAL OPERATING BUDGET

**CITY OF LOCKHART
BUDGET
FISCAL YEAR 2023-24**

	2021-22	2021-22	2022-23	2023-24
	BUDGET	ACTUAL	BUDGET	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

EXPENSE SUMMARY					DELTA
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 15, 2023

AGENDA ITEM CAPTION: Discussion and consideration regarding an interlocal agreement between Capital Area Rural Transportation System (CARTS) and the City of Lockhart.

ORIGINATING DEPARTMENT AND CONTACT: Finance - Joseph Resendez, ACM

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: On April 21st, CARTS General Manager, Dave Marsh, contacted the City Manager to request funding for FY 2023-24 be allocated via an interlocal agreement (ILA). Historically, CARTS has received funding from the City Council through the Non-Profit and Human Services Organizational line item in the General Fund.

During the July 18th City Council meeting, Mr. Marsh and Ms. Dana Platt, CARTS Community Services Director, gave a presentation to City Council with additional information associated with their increased funding allocation request. Staff was directed to perform additional review and return to City Council for consideration. CARTS and Mr. Marsh provided their current agency budget (09/01/2022 - 08/31/2023) and a financial statement of current revenues and expenditures from 9/01/2022 - 6/30/2023. The statement includes projected year-end expenditures of approximately \$380,000.

In 2022, CARTS introduced their CARTS Now service. The added costs for this service requires off setting additional funding. CARTS is requesting \$40,000 be approved by the City for the upcoming FY 2023-24 city budget to fund an approximately 10% share of both CARTS Now and Interurban services expenses.

At this time, other CARTS communities are evaluating similar requests.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required: \$40,000

Account Number: 100-5101-711-00

Funds Available:

Account Name: CARTS

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

City of Lockhart, Texas

Council Agenda Item Cover Sheet

STAFF RECOMMENDATION/REQUESTED MOTION: Table the interlocal agreement to allow staff to evaluate the City's contribution.

LIST OF SUPPORTING DOCUMENTS: CARTS-City of Lockhart-Interlocal Agreement, Statement of Activities, CARTS Transit Presentation

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

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

RECITALS

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

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

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

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

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

I. FINDINGS

- 1.1 Recitals Incorporated.** The recitals set forth above and herein are true and correct, and such recitals are incorporated herein for all purposes.
- 1.2 Effective Date.** This Agreement will be effective on the latest date of execution by the parties hereto (the “Effective Date”).
- 1.3 Current Revenue Provision.** All monies paid by the parties under this Agreement shall be paid from current revenues available to the paying party.
- 1.4 Allowable Public Purpose.** CARTS and the City agree that CARTS, through its services, accomplishes a public purpose that benefits the city.

II. TERM

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

III. SERVICES TO BE PROVIDED BY CARTS

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

IV. PAYMENT BY CITY FOR SERVICES

For CARTS’ performance of services under this Agreement, City agrees to pay CARTS the lump sum amount of Forty Thousand and No/100 Dollars (\$40,000.00). The schedule for City’s payment of the lump sum amount under this Agreement shall be mutually agreed to by CARTS and City.

V. TERMINATION

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

VI. MISCELLANEOUS

- 6.1 Amendment.** This Agreement shall not be altered, waived, amended, or extended without the parties’ prior written agreement.
- 6.2 Assignment.** All provisions of this Agreement shall be binding upon the parties and each of their respective successors and assigns. Neither party shall assign its rights and obligations under this Agreement to any other party without the express prior written consent of the other party.
- 6.3 Notice.** All notices and other communications in connection with this Agreement shall be in writing and shall be deemed delivered upon deposit in the U.S. mail, with postage prepaid, certified mail, return receipt requested, addressed to the recipient’s address as stated herein. Notice given in any other manner shall be deemed effective only if and when received by the party to be notified.

CITY:

City of Lockhart, Texas
308 W. San
Antonio
PO Box 239
Lockhart, Texas 78644
Attn: Steven Lewis, City Manager

CARTS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY:

CITY OF LOCKHART, TEXAS

By: _____ Name: _____ Title: _____

Date Signed: _____

FOR CITY, ATTEST:

FOR CITY, APPROVED AS TO FORM:

By: _____
_____, City Secretary

By: _____
_____, City Attorney

CARTS:

CAPITAL AREA RURAL TRANSPORTATION SYSTEM

By: _____
David L. Marsh, General Manager

Date Signed: _____

EXHIBIT “A”

CARTS *Now* Microtransit Service

CARTS Country Bus Service

CARTS Interurban Coach service

CARTS
Statement of Activities
CARTSNow-Lockhart Service
September 1, 2022 - June 30, 2023

		Total YTD	Year End Projected Costs
Revenues			
4150	Fares	<u>10,864</u>	<u>13,037</u>
	Total Revenues	<u>10,864</u>	<u>13,037</u>
Expenses			
Wages & Benefits			
5000	Salaries	111,243	133,492
5060	FICA	8,249	9,898
5070	Unemployment	450	540
5150	Worker's Compensation	5,319	6,383
5160	Health	27,283	32,739
5170	Retirement	13	16
5180	AD&D, Life & Dental	<u>1,674</u>	<u>2,009</u>
	Total Wages & Benefits	<u>154,231</u>	<u>185,077</u>
Other Expenses			
6160	Drug/Physicals/Background	484	581
6200	Facility Maintenance & Equipment	0	0
6400	Membership and Dues	100	120
6750	Software and Network Support	<u>9,020</u>	<u>10,824</u>
6766	Overhead-allocated costs	<u>5,250</u>	<u>6,300</u>
	Total Other Expenses	<u>14,854</u>	<u>17,825</u>
Vehicle Expenditures			
7050	Vehicle Graphics	1,149	1,379
7100	Fuel	18,285	21,942
7200	Licensing & Registration	45	54
7455	Tires	855	1,026
7460	Towing	279	335
7500	Vehicle Equipment	0	0
7540	Vehicle Maintenance	24,430	29,315
7550	VMC Parts	<u>1,600</u>	<u>1,920</u>
	Total Vehicle Expenditures	<u>46,642</u>	<u>55,971</u>
	Total Expenses	<u>215,727</u>	<u>258,873</u>
 Interurban Service			
	1516 Expenses	100,925	121,110
Total CARTS Now and Interurban		<u><u></u></u>	<u><u>379,983</u></u>

CARTS
Statement of Activities



Recap of Expenses	
Wages and Benefits	6,743,737
Operating & Admin Expenses	1,533,815
Vehicle Operations & Maintenance	1,708,000
Capital Expenses	\$3,277,881
Planning Expenses	194,040
TOTAL EXPENSES:	13,457,473
Recap of Resources	
Operating Resources	9,985,552
Capital Resources	\$3,277,881
Planning Resources	194,040
TOTAL RESOURCES:	13,457,473



July 7, 2023

Mayor Lew White
Mayor – City of Lockhart
P.O. Box 239
Lockhart TX 78644

Dear Mayor White:

THE CARTS DISTRICT

5300 Tucker Hill Ln
Cedar Creek, TX 78612

PO Box 6050
Austin, TX 78762

512/481 1011
f 512/478 1110

RideCARTS.com

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

The Capital Area Rural Transportation System (CARTS) formally submits this letter as a request for \$40,000.00 to be included in the city budget for the upcoming fiscal year. These funds will be used to support transportation services in the City of Lockhart. CARTS, with your continued support, will continue its mission to provide safe, reliable transportation in the city.

You will note an increase in this year's request as your city participates in the CARTS *Now* service and the added costs for that type of service necessitates we request a higher level of local funding.

A CARTS representative will attend and present at the July 18th meeting of the city council. We have prepared an Interlocal Agreement (attached) for your consideration to memorialize our understanding.

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

Please feel free to contact me for any questions or concerns at (512) 505-5678 or Dave@RideCARTS.com.

Sincerely,

David L. Marsh
General Manager

cc: Commissioner Rusty Horne
cc: Pam Larison – Director of Finance
cc: Steven Lewis, City Manager



Simply download the App. Ride on-demand.

LIMITED TIME!

FREE

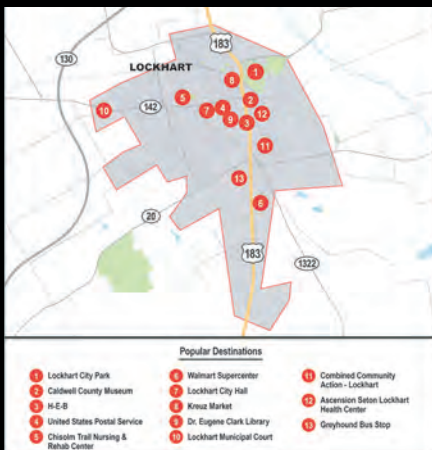
REFER A FRIEND — RIDE FOR FREE!*

*Earn free rides by inviting friends to sign up and ride with CARTS Now. To find your invite code, tap FREE RIDES in the app menu. When a friend signs up with your invite code, they'll receive a free first ride. After they've completed a first ride, your next ride will be free. This offer may be revoked or altered at any time by CARTS Now.

SERVICE INFO

CARTS Now is in Lockhart Mon – Fri, 7 a.m. – 7 p.m.

Ride anywhere within the Lockhart Zone Map.



HOW TO RIDE

1. Download the App

Get CARTS Now from the App Store or Google Play on your smart phone.

Follow the simple steps to set up your account. *If you do not have a smart phone call 512-505-5666.

2. Set Your Pickup

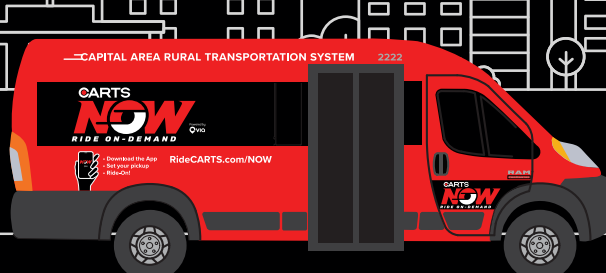
Enter your pickup and dropoff addresses and choose your ride option.

3. Ride-On!

Check the app and walk a short distance to your pickup spot. Call 512-505-5666 if you have questions.



Scan to download the
CARTS Now app



RideCARTS.com/NOW

512-505-5666



Simplemente descarge el App. Ride-on demand.

TIEMPO LIMITADO!

GRATIS

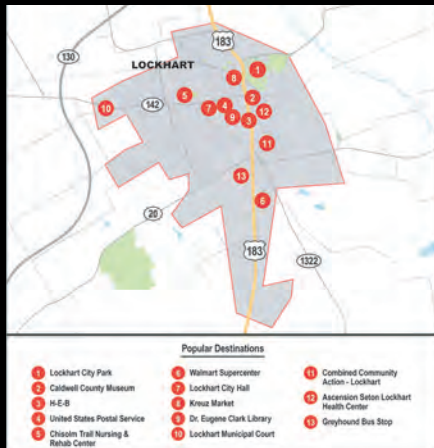
RECOMIENDE A UN AMIGO — VIAJE GRATIS!*

*Usted puede ganar viajes gratuitos cuando invite amigos y registren su viaje con CARTS Now. Para ver su código de invitación, presione FREE RIDES en el menú de la app. Cuando sus amigos registren usando el código que usted les envíe, ellos recibirán su primer viaje gratis. Después que completen ese viaje, su próximo viaje será gratis. Esta oferta puede ser cancelada o alterada en cualquier momento por CARTS Now.

INFORMACION DE SERVICIO

CARTS Now se encuentra en Lockhart de Lunes a Viernes, 7am-7pm.

Viaje a cualquier lugar dentro de la zona Lockhart.



COMO VIAJAR

1. Descarge el App

Consiga CARTS Now desde el App Store o Google Play en su teléfono, smart phone. Siga los pasos para establecer su cuenta. *Si no tiene un smart phone, llame a 512.505.5666.

2. Decida su Recogida

Ingrese las direcciones de su recogida y destino, y escoja su opción de viaje.

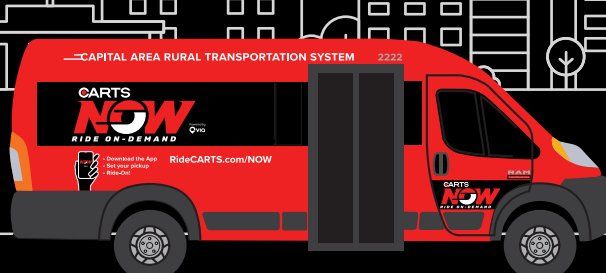
3. Listo!

Revise el app y camine una corta distancia a su lugar de recogida. Si tiene preguntas llame a 512.505.5666.



Escanee para
descargar el app

Powered by
VIA



RideCARTS.com/NOW

512-505-5666



Your new way to get
around *lickety-split*.

Su nueva manera
de viajar *rapidísimo*.



RideCARTS.com/NOW

Ride today:

- 1 Download the App
- 2 Set your pickup
- 3 Ride-On!



Como viajar:

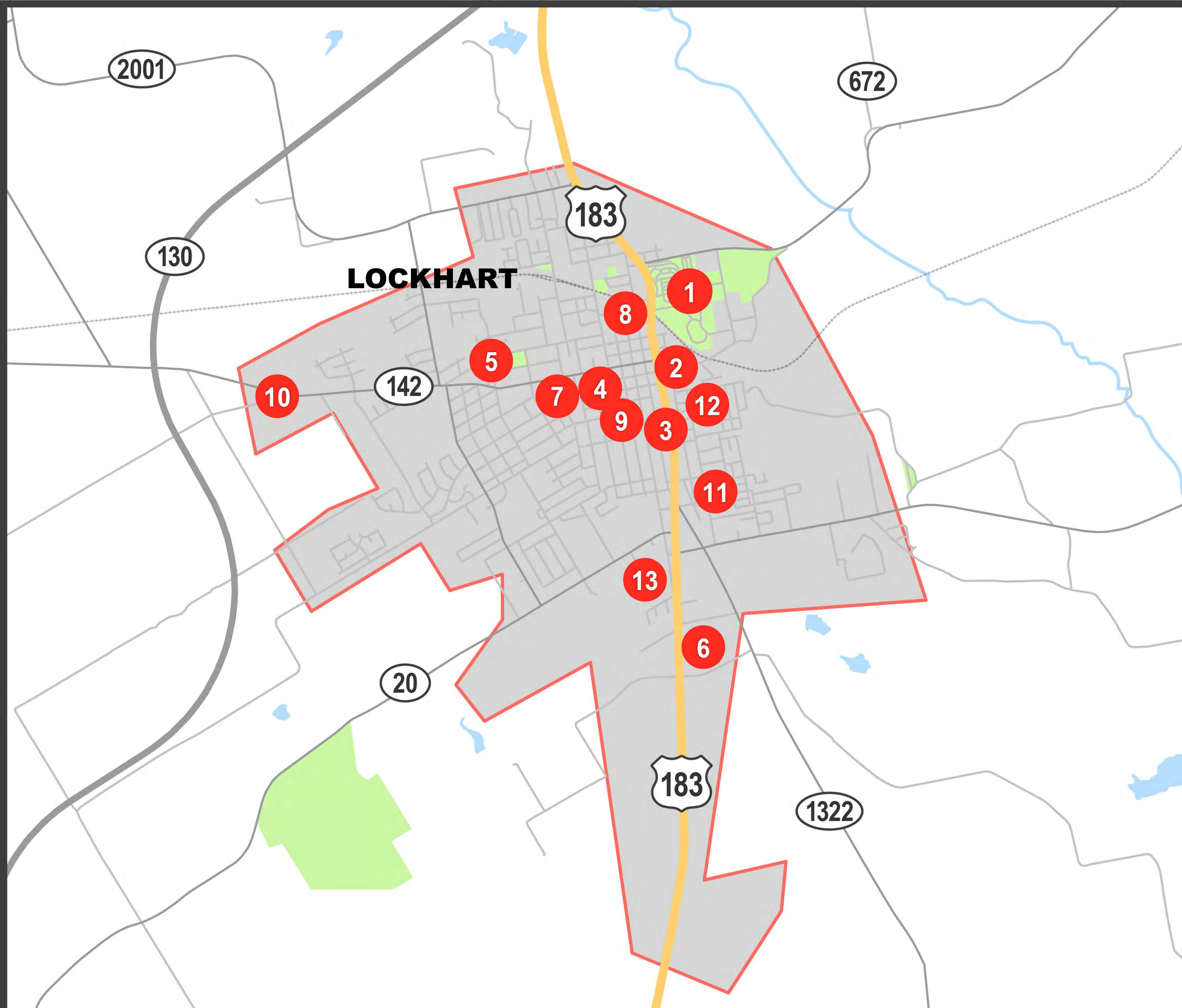
- 1 Descargue el app
- 2 Decida su recogida
- 3 ¡Listo!



◀ *Scan to download*
Escanee para
descargar

Or call to schedule
O llame para programar

512-305-5666 Page 120 of 211



Popular Destinations

- | | | |
|--|-----------------------------|---|
| 1 Lockhart City Park | 6 Walmart Supercenter | 11 Combined Community Action - Lockhart |
| 2 Caldwell County Museum | 7 Lockhart City Hall | 12 Ascension Seton Lockhart Health Center |
| 3 H-E-B | 8 Kreuz Market | 13 Greyhound Bus Stop |
| 4 United States Postal Service | 9 Dr. Eugene Clark Library | |
| 5 Chisolm Trail Nursing & Rehab Center | 10 Lockhart Municipal Court | |



**COUNTRY
BUS**

Capital Area Rural Transportation System

CARTS RIDE LINE 1 (512) 478-RIDE (7433)

Regional Transportation for the non-urbanized areas of Bastrop, Blanco, Burnet, Caldwell Fayette, Hays, Lee, Travis and Williamson counties & the San Marcos urbanized area.

CARTS delivers transportation tailored specifically for each of the one hundred and sixty-nine communities it serves. The service frequency in or to the various communities range from many times a day to once a month. Be sure to visit the CARTS web site at RideCARTS.com for updates and further route information for each community. Persons traveling out of town can use the Interurban Coach service. Most Country Bus schedules make connections to Interurban Coach services.

Rides are scheduled Monday thru Friday from 8am to 4pm / 24 hours advance notice required. Local vehicles serve neighboring towns so local ride times may vary.

CURB-TO-CURB SERVICES RESERVED BY PHONE

Enjoy the convenience of having a CARTS bus pick you up at your home, take you to your destination, and then back home again. We will set up a time for pickup within our time slots of general availability. On your first call we will request information to enter into your customer profile, and after that we will know you when you call.

CARTS can help you or someone you know who needs a ride to go shopping, city businesses, medical appointments, work, senior centers or for any other purpose.

Vehicles serve neighboring towns so local ride times may vary.

COUNTRY BUS FARES

Fares are set by zones. A CARTS customer service agent will inform you of ride costs when booking the trip. All fares are based on a one-way trip.

Zone 1 -City \$2.00 *\$1.00
Trips wholly within a town or city

Zone 2 - Intra-county \$4.00 *\$2.00
Trips originating and ending within the same county

Zone 3 - Inter-county \$6.00 *\$3.00
Trips with destinations outside the county of origin

HOPTHRU

CARTS bus passes are now available on your phone. **HOPTHRU** is a streamlined mobile ticketing app for use on public transportation. Text "**hopthru**" to **43506** and download a link. After creating an account, tap "**Buy Passes**" on the main screen, select your preferred CARTS service from the list of agencies, and then select your desired pass type. Just before boarding the bus, tap on your pass to activate it. Present your pass to the driver while boarding and your off!

NATIONAL CONNECTIONS

Bus and Train Services: CARTS operates intercity bus terminals for Greyhound and makes connections to Greyhound stations. Which can take care of your shipping or travel needs nationwide. At our San Marcos Station, AMTRAK rail service is also available. Visit the CARTS web site at RideCARTS.com for station address and further information.

CARTS

Capital Area Rural Transportation System

COUNTRY BUS SCHEDULES



**CALDWELL
COUNTY**

RIDECARTS.COM

*Reduced Fare: Registered CARTS Customers, Seniors 65 and older, Persons with Disabilities, and Children Under 12.



Community Served	Destination	Route Day	Departure	Return	One-Way	Reduced
Dale	To: San Marcos	Mon & Fri	7:30a	12:00p	\$6.00	\$3.00
	To: Lockhart	Mon & Fri	7:30a	12:00p	\$4.00	\$2.00
City of Lockhart	Local Service	Mon thru Fri	8:00a to 4:30p		\$2.00	\$1.00
	To: Austin	Mon, Wed & Fri	8:45a	3:15p	Interurban Coach 	
	To: San Marcos	Mon, Wed & Fri	8:00a & 2:30p	12:30p & 3:30p	\$6.00	\$3.00
	To: Kyle/Seton Med	Mon, Wed & Fri	8:00a	3:00p	\$6.00	\$3.00
	To: Luling	Tue & Thurs	9:00a	2:30p	\$4.00	\$2.00
City of Luling	Local Service	Mon thru Fri	8:00a to 4:30p		\$2.00	\$1.00
	To: Austin/Lockhart	Mon, Wed & Fri	8:00a	3:15p	Interurban Coach 	
	To: Lockhart	Tue & Thurs	8:00a	2:00p	\$4.00	\$2.00
	To: San Marcos	Thursday	9:00a	12:00p	\$6.00	\$3.00
Lytton Springs Mendoza	To: Lockhart	2nd & 4th Thursday	8:45a	1:00p	\$4.00	\$2.00
Martindale Reedville	To: San Marcos	Mon, Wed & Fri	9:15a	3:00p	\$6.00	\$3.00
Maxwell	To: San Marcos	Mon, Wed & Fri	9:30a	3:15p	\$6.00	\$3.00
Niederwald Uhland	To: San Marcos	Tue & Thurs	9:00a	12:00p	\$6.00	\$3.00
	To: Lockhart	2nd & 4th Thursday	8:30a	1:00p	\$4.00	\$2.00
Stairtown Fentress Prairie Lea	To: Luling	Friday	9:00a	12:00p	\$4.00	\$2.00
	To: Lockhart	Monday	9:00a	12:00p	\$4.00	\$2.00
	To: San Marcos	Thursday	9:00a	12:00p	\$6.00	\$3.00

CARTS RIDE LINE (512) 478-RIDE (7433)

CARTS CAPITAL AREA RURAL TRANSPORTATION SYSTEM



Capital Area Rural Transportation System

COUNTIES SERVED

BASTROP
 BLANCO
 BURNET
 CALDWELL
 FAYETTE
 HAYS
 LEE
 TRAVIS
 WILLIAMSON

RIDECARTS.COM

FULL TICKETING BUS STATIONS

AUSTIN GREYHOUND STATION
363 Shady Ln., Austin, TX 78702

BASTROP CARTS STATION
310 Hospital Dr., Bastrop, TX 78602

ELGIN CARTS STATION
200 Central Ave., Elgin, TX 78621

GEORGETOWN CARTS STATION
3620 S. Austin Ave., Georgetown, TX 78626

GEORGETOWN LIBRARY
402 W 8th St, Georgetown, TX 78626

RICHARD A. MOYA EASTSIDE BUS PLAZA
363 Shady Ln., Austin, TX 78702

ROUND ROCK TRANSIT CENTER
300 West Bagdad Ave., Round Rock, TX 78664

SAN MARCOS CARTS STATION
338 S. Guadalupe, San Marcos, TX 78666

SMITHVILLE CARTS STATION
300 Northeast Loop 230, Smithville, TX 78957

TAYLOR CARTS STATION
1103 W. 2nd St., Taylor, TX 76574

MARBLE FALLS CARTS STATION
801 North US 281, Marble Falls, TX 78654

LEE DILDY OPERATIONS COMPLEX
5300 Tucker Hill Ln., Cedar Creek, TX 78612



All CARTS Stations are
Austin Greyhound Stations.

CONNECTS TO CAPITAL METRO
AT THESE LOCATIONS

Eastside Bus Plaza
363 Shady Lane
Austin, 78702

Lakeline Station
13625 Lyndhurst Blvd.
Austin, TX 78717

Manor Park and Ride
101 W Carrie Manor St.
Manor, TX 78653

Metro Downtown Station
209 E. 4th St.
Austin, TX 78701

Southpark Meadows
Northeast Corner of
Turk & Cullen
Austin, TX 78748

Tech Ridge Park & Ride
900 Center Ridge Dr.
Austin, TX 78753



capmetro.org
(512) 474-1200

METRO

INTERURBAN COACH ROUTES

- 1510 Interurban Coach IH 35
- 1511 Interurban Coach IH 35
- 1512 Interurban Coach HWY 183
- 1515 Interurban Coach HWY 71
- 1516 Interurban Coach HWY 183
- 1517 Interurban Coach Tx State Exp. IH 35
- 1518 Interurban Coach HWY 71
- 1519 Interurban Coach HWY 71
- 1520 Interurban Coach HWY 290

- CARTS Stations
- Other Stops
- Metro Stations
- Greyhound Station

CARTS Now is a low-cost, on-demand ride service that will allow citizens to get from point A to point B on their own time. CARTS Now has no predetermined routes or schedules, and rides are available within 15 minutes of scheduling.

For More Information
RideCARTS.com
512/478 RIDE (7433)

Zone 1 – Local/Intra-County \$2.00*
Trips wholly within one county
Zone 2 – Regional/Inter-County \$4.00*
Trips anywhere in the CARTS district
Regional/All Day Pass \$6.00 (all day)
Ride all day on any Interurban Coach Route
Monthly passes available **\$88.00**

MUST HAVE EXACT FARE OR TICKET

*Zone 1 and Zone 2 fares quoted are one-way fares.

Zona 1 – Local/Intra-County \$2.00*
Viajes dentro de un condado
Zona 2 – Regional/Inter-County \$4.00*
Viajes en cualquier parte de el distrito de CARTS
Regional/All Day Pass \$6.00 (todo el día)
Viaje todo el día en cualquier Ruta de Interurban Coach
Pases mensuales disponible por \$88.00 el pase con ilimitado numero de viajes por mes

DEBE TENER DINERO EXACTO O BOLETO

*Tarifas de Zona 1 y Zona 2 son de una sola direccion.

FARES / TARIFAS

BIKES / BICICLETAS

BRING YOUR BIKE

CARTS vehicles are equipped with easy to use front-mounted bike racks. For instructions visit **RideCARTS.com** or ask the driver.

GRASSHOPPER SERVICE CARTS customers who use the Interurban into Austin can schedule a connecting ride from the CARTS Station to medical appointments or other business in Austin. Grasshopper Service must be booked in advance and passenger must meet certain eligibility requirements (registered CARTS customer of age 65 or older, persons pre-approved under the reduced Fare program, CARTS ADA Eligibility Guidelines or Veterans travelling to a VA Center).

Connecting rides subject to availability, and are offered at all CARTS stations.

TRAE TU BICICLETA

Los vehículos de CARTS están equipados con racks para bicicletas. Instrucciones en **RideCARTS.com** o pregunte al chofer.

SERVICIO GRASSHOPPER Clientes de CARTS que usan el Interurban hacia Austin pueden programar conexiones de la estación de CARTS a citas medicas u otros negocios en Austin. El servicio Grashopper debe ser reservado con anticipación y los pasajero deben cumplir con ciertos requisitos de elegibilidad. (Clientes registrados con CARTS de edad 65 o mayor, personas pre-aprovadas bajo el programa de tarifas reducidas, Guías de elegibilidad de CARTS ADA o Veteranos que viajan a un centro de VA).



Capital Area Rural Transportation System

INTERURBAN COACH ROUTES

Serving:
AUSTIN INTERNATIONAL AIRPORT
AUSTIN
AUSTIN GREYHOUND
BASTROP
BERTRAM
BURNET
CAPITAL METRO
ELGIN
GEORGETOWN
GIDDINGS
LA GRANGE
LIBERTY HILL
LOCKHART
LULING
MARBLE FALLS
PAIGE
ROUND ROCK
SAN MARCOS
SMITHVILLE
TEXAS STATE UNIVERSITY

All bus stop locations and addresses
are located on our website:

RideCARTS.com/schedule

Effective May 31, 2022

RideCARTS.com
512/478 RIDE (7433)

YELLOW ROUTE

MONDAY - FRIDAY

*Drop Off Only

1510

INTERURBAN COACH SOUTH IH 35

IH35 SOUTHBOUND & NORTHBOUND						
Northbound: San Marcos to Austin						
CARTS San Marcos	8:00a	10:15a	-	2:00p	4:15p	-
San Marcos Outlet	8:10a	-	-	2:10p	4:25p	-
Southpark Meadows	8:40a	10:45a	-	2:40p	4:55p	-
Trinity and 4th	9:00a	11:05a	-	3:00p	5:15p	-
7th and Comal	Flag stop	Flag stop	-	Flag stop	Flag stop	-
Eastside Bus Plaza	9:10a	11:15a	-	3:10p	5:25p	-
Southbound: Austin to San Marcos						
Eastside Bus Plaza	9:15a	11:20a	-	3:15p	5:30p	-
Southpark Meadows	9:35a	11:40a	-	3:35p	5:50p	-
Woods and LBJ	10:05a	12:10p	1:50p	4:05p	6:20p*	-
CARTS San Marcos	10:10a	12:15p	1:55p	4:10p	6:25p*	-

RED ROUTE

MONDAY - FRIDAY

1511

INTERURBAN COACH NORTH IH 35

IH35 SOUTHBOUND & NORTHBOUND				
Southbound: Georgetown to Austin				
CARTS Georgetown Station	7:50a	-	1:50p	-
Georgetown Library	8:00a	10:30a	2:00p	4:30p
CARTS Georgetown Station	8:10a	10:40a	2:10p	4:40p
IKEA	8:20a	10:50a	2:20p	4:50p
Round Rock Transit Center	8:35a	11:05a	2:35p	5:05p
Metro Techridge	8:50a	11:20a	2:50p	-
Eastside Bus Plaza	9:10a	11:40a	3:10p	-
Northbound: Austin to Georgetown				
Eastside Bus Plaza	9:15a	11:45a	3:15p	-
Metro Techridge	9:40a	12:10p	3:40p	-
Round Rock Transit Center	9:50a	12:20p	3:50p	-
IKEA	10:00a	12:30p	4:00p	-
Georgetown Library	10:20a	12:50p	4:20p	-

BLUE ROUTE

FRIDAYS

*Drop Off Only

1519

INTERURBAN COACH HWY 71

HWY 71 WESTBOUND & EASTBOUND					
Westbound: La Grange to Bastrop					
La Grange Downtown	7:25a	10:15a	1:25p	3:25p	-
La Grange Wal-Mart	7:30a	10:30a	1:30p	3:30p	-
CARTS Smithville	7:50a	10:50a	1:50p	3:50p	-
CARTS Bastrop	8:10a	11:10a	2:10p	4:10p	-
Eastbound: Bastrop to La Grange					
CARTS Bastrop	8:15a	11:15a	2:15p	4:15p	-
CARTS Smithville	8:35a	11:35a	2:35p	4:35p	-
La Grange Wal-Mart	8:55a	11:55a*	2:55p	4:55p*	-
La Grange Downtown	9:00a	12:00p*	3:00p	5:00p*	-

GREEN ROUTE

THURSDAYS

*Drop Off Only

1512

INTERURBAN COACH HWY 183

HWY 183 EASTBOUND & WESTBOUND		
Eastbound: Marble Falls to Austin		
CARTS Marble Falls	7:05a	12:55p
Marble Falls City Hall	7:10a	1:02p
Marble Falls HEB	7:17a	1:12p
Marble Falls Wal-Mart	7:26a	1:22p
Burnet	7:43a	1:38p
Bertram	7:57a	1:52p
Liberty Hill	8:16a	2:12p
Metro Lakeline	8:42a	2:40p
Eastside Bus Plaza	9:10a	3:10p
Westbound: Austin to Marble Falls		
Eastside Bus Plaza	9:15a	3:15p
Metro Lakeline	9:45a	3:45p
Liberty Hill	10:07a	4:05p
Bertram	10:21a	4:22p
Burnet	10:36a	4:36p
Marble Falls Wal-Mart	10:53a	4:52p*
Marble Falls HEB	11:00a	5:04p*
Marble Falls City Hall	11:06a	5:10p*
CARTS Marble Falls	11:10a	5:18p*

JOURNEY

BY BYTEMARK

Download on the App Store

GET IT ON Google play

CARTS General

Ticket Expires 01/26/2022 12:00PM

CARTS passes are now available on the Journey app.

Download the app today.

All routes connect with Cap Metro Greyhound. All stops make Greyhound connection and all CARTS stations are Greyhound Stations.

CARTS passengers can make direct connections to Capital Metropolitan Transportation Authority (CapMetro), Flixbus and Greyhound routes from the Richard A. Moya Eastside Bus Plaza.

PURPLE ROUTE

MONDAY - FRIDAY

1518

INTERURBAN COACH HWY 71

HWY 71 WESTBOUND & EASTBOUND				
Westbound: Bastrop to Austin				
CARTS Bastrop	8:15a	10:15a	2:15p	4:15p
Tucker Hill Park and Ride	8:35a	10:35a	2:35p	4:35p
ABIA Hilton	8:54a	10:54a	2:54p	4:54p
ABIA Terminal	8:55a	10:55a	2:55p	4:55p
Eastside Bus Plaza	9:10a	11:10a	3:10p	5:10p
Eastbound: Austin to Bastrop				
Eastside Bus Plaza	9:15a	11:15a	3:15p	5:15p
ABIA Hilton	9:30a	11:30a	3:30p	5:30p
ABIA Terminal	9:31a	11:31a	3:31p	5:31p
Tucker Hill Park and Ride	9:51a	11:51a	3:51p	5:51p
CARTS Bastrop	10:11a	12:11p	4:11p	6:11p

PURPLE ROUTE

MONDAY - FRIDAY

1515 EXPRESS

INTERURBAN COACH HWY 71

HWY 71 WESTBOUND & EASTBOUND		
CARTS Smithville	5:55a	*All times are approximate & can fluctuate depending on traffic
CARTS Bastrop	6:15a	
CARTS Park and Ride	6:35a	4:00p**
Eastside Bus Plaza	6:55a**	-
Lavaca & 4th St	7:09a**	4:38p**
Lavaca & 7th St	7:10a**	4:40p**
Lavaca & 15th St	7:14a**	4:42p**
17th St & Colorado	7:15a**	4:45p Time Point
San Jacinto & 14th St	-	4:52p**
San Jacinto & 11th St	-	4:53p**
San Jacinto & 8th St	7:20a**	4:55p**
Eastside Bus Plaza	-	5:05p**
CARTS Park and Ride	-	5:25p**
CARTS Bastrop	-	5:50p**
CARTS Smithville	-	6:10p*

All routes connect with Cap Metro Greyhound. All stops make Greyhound connection and all CARTS stations are Greyhound Stations.

CARTS passengers can make direct connections to Capital Metropolitan Transportation Authority (CapMetro), Flixbus and Greyhound routes from the Richard A. Moya Eastside Bus Plaza.

ORANGE ROUTE

MONDAY & WEDNESDAY & FRIDAY

1516

INTERURBAN COACH HWY 183

Hwy 183 Westbound: Luling to Austin				
Luling American Legion	8:05a	10:30a	2:05p	4:30p
Luling Visitor's Center	8:10a	10:35a	2:10p	4:35p
Lockhart Wal-Mart	8:30a	10:55a	2:30p	4:55p
Lockhart HEB	8:35a	11:00a	2:35p	5:00p
VA Clinic Plaza	9:00a	11:25a	3:00p	5:25p
Eastside Bus Plaza	9:10a	11:35a	3:10p	5:35p
Hwy 183 Eastbound: Austin to Luling				
Eastside Bus Plaza	9:15a	11:40a	3:15p	5:40p
VA Clinic	9:25a	11:50a	3:25p	5:50p
Lockhart HEB	9:50a	12:15p	3:50p	6:15p
Lockhart Wal-Mart	9:55a	12:20p	3:55p	6:20p
Luling Visitor's Center	10:15a	12:40p	4:15p	6:40p
Luling American Legion	10:20a	12:45p	4:20p	6:45p

PINK ROUTE

TUESDAY & THURSDAY

*Drop Off Only

1520

INTERURBAN COACH HWY 290

HWY 71 WESTBOUND & EASTBOUND		
Westbound: La Grange, Giddings to Austin		
La Grange Downtown	7:00a	1:00p
La Grange Wal-Mart	7:05a	1:05p
Giddings Library	7:35a	1:35p
Paige Chevron	7:50a	1:50p
Elgin CARTS Station	8:15a	2:15p
Elgin ACC	8:30a	2:30p
Manor Park and Ride	8:50a	2:50p
Eastside Bus Plaza	9:10a	3:10p
Eastbound: Austin to Giddings, La Grange		
Eastside Bus Plaza	9:15a	3:15p
Manor Park and Ride	9:35a	3:35p
Elgin ACC	10:00a	4:00p
Elgin CARTS Station	10:25a	4:25p
Paige Chevron	10:50a	4:50p
Giddings Library	11:05a	5:05p
La Grange Wal-Mart	11:35a*	5:35p*
La Grange Downtown	11:40a*	5:40p*

GOLD ROUTE

MONDAY - FRIDAY

*Drop Off Only

1517 EXPRESS

INTERURBAN COACH IH 35

IH35 SOUTHBOUND & NORTHBOUND								
Southbound: Austin to San Marcos								
Eastside Bus Plaza	6:45a	9:00a	11:05	1:20p	4:15p	6:40p	8:45p	
Cesar Chavez & Robert Martinez	6:50a Flagstop	-	-	-	-	-	-	
Trinity and 4th St	7:00a	-	-	-	-	-	-	
Southpark Meadows	7:20a	9:20a	11:25a	1:40p	4:35p	7:00p	9:05p	
Woods and LBJ	7:50a	9:50a	11:55a	2:10p*	2:55p	5:15p	7:30p	9:35p*
CARTS San Marcos	7:55a	9:55a	12:00p	2:15p*	3:00p	5:20p	7:35p	9:40p*
Northbound: San Marcos to Austin								
CARTS San Marcos	8:05a	10:00a	12:15p	-	3:10p	5:35p	7:40p	-
Southpark Meadows	-	10:30a	12:45p	-	3:40p	6:05p	8:10p	-
Trinity and 4th St	8:45a	10:50a	1:05p	-	4:00p	6:25p	8:30p	-
7th and Comal St	Flagstop	Flagstop	Flagstop	-	Flagstop	Flagstop	Flagstop	-
Eastside Bus Plaza	8:55a	11:00a	1:15p	-	4:10p	6:35p	8:40p	-

REDUCED SERVICE SCHEDULE

GOLD ROUTE

MONDAY - FRIDAY

*Drop Off Only

1517 EXPRESS

INTERURBAN COACH IH 35

IH35 SOUTHBOUND & NORTHBOUND					
Southbound: Austin to San Marcos					
Eastside Bus Plaza	6:45a	9:00a	-	4:15p	6:40p
Cesar Chavez & Robert Martinez	Flagstop	-	-	-	-
Trinity and 4th St	7:00a	-	-	-	-
Southpark Meadows	7:20a	9:20a	-	4:35p	7:00p
Woods and LBJ	7:50a	9:50a*	2:55p	5:15p	7:30p*
CARTS San Marcos	7:55a	9:55a*	3:00p	5:20p	7:35p*
Northbound: San Marcos to Austin					
CARTS San Marcos	8:05a	-	3:10p	5:35p	-
Southpark Meadows	-	-	3:40p	6:05p	-
Trinity and 4th St	8:45a	-	4:00p	6:25p	-
7th and Comal St	Flagstop	-	Flagstop	Flagstop	-
Eastside Bus Plaza	8:55a	-	4:10p	6:35p	-

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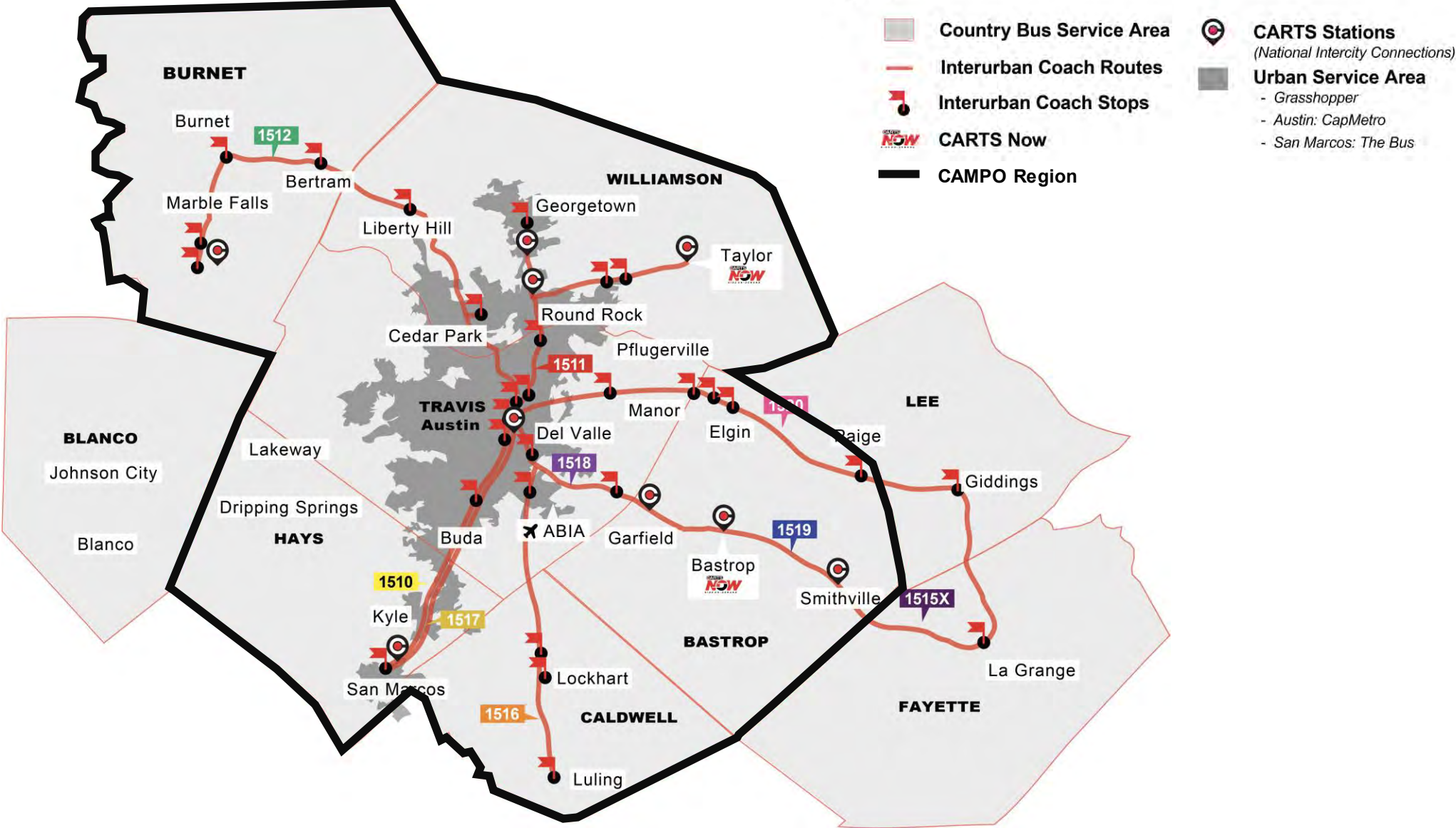
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CARTS Rural Transportation in Lockhart

July 2023



CARTS Service Area



Meet the Fleet



Interurban Coach

Fixed-schedule rides for commutes into urban areas or trips between rural areas



Grasshopper

Call-ahead connections in Austin for Interurban Coach riders who are 65 & older or ADA eligible

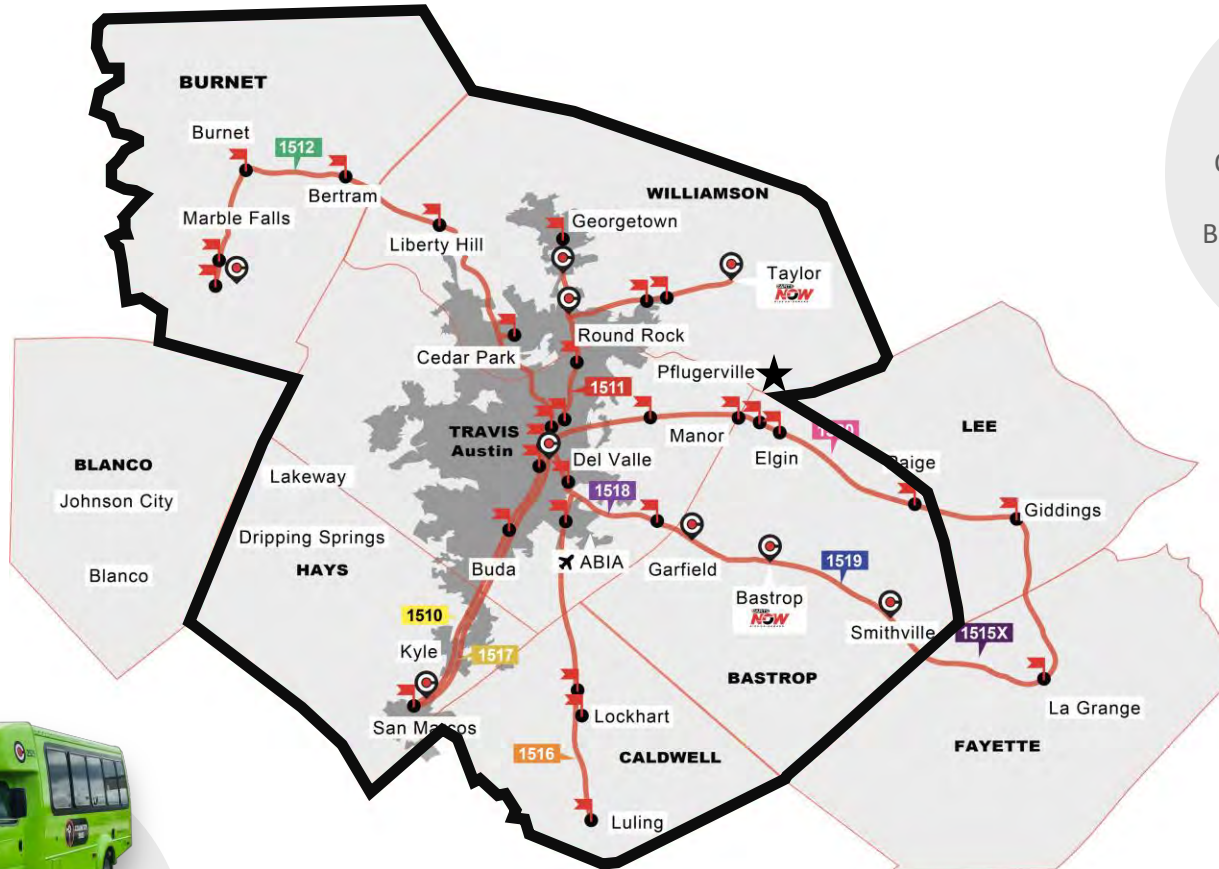


Country Bus

Call-ahead rides to and from anywhere in the CARTS district



Scan to sign up for CARTS updates



Legend

- Country Bus Service Area
- Interurban Coach Routes
- Interurban Coach Stops
- CARTS Now
- CAMPO Region

- CARTS Stations
(National Intercity Connections)
- Urban Service Area
 - Grasshopper
 - Austin: CapMetro
 - San Marcos: The Bus



CARTS Now

On-demand rides to and from anywhere within Bastrop and Taylor – more cities coming soon!



National Intercity

Fixed-schedule connections and passenger & freight ticket to Greyhound lines. Direct connections to AMTRAK at San Marcos Station



CapMetro Stations

Fixed-schedule stops at CapMetro stations in the Austin area



Country Bus

Lockhart - local service Monday through Friday from 8a to 4:30p

- Call-ahead rides to and from destinations in CARTS district
 - Available in specific areas on designated days
 - Example - Service from *Lockhart to Luling on Tuesdays and Thursdays. Lockhart to San Marcos Mondays, Wednesdays and Fridays*
- 24-hour call-ahead reservation is recommended **512-478-RIDE (7433)**



Caldwell County Country Bus also serves – Dale, Lytton Springs, Mendoza, Martindale, Reedville, Maxwell, Niederwald, Uhland, Stairtown, Fentress, Prairie Lea



City of Lockhart

Local Service	Mon thru Fri	8:00a to 4:30p		\$2.00	\$1.00
To: Austin	Mon, Wed & Fri	8:45a	3:15p	Interurban Coach 	
To: San Marcos	Mon, Wed & Fri	8:00a & 2:30p	12:30p & 3:30p	\$6.00	\$3.00
To: Kyle/Seton Med	Mon, Wed & Fri	8:00a	3:00p	\$6.00	\$3.00
To: Luling	Tue & Thurs	9:00a	2:30p	\$4.00	\$2.00





COUNTRY BUS

This flexible service provides rides locally and to nearby destinations, but requires a ride reservation be made in advance. Ideal for seniors, disabled individuals or others requiring special assistance, this community transit service provides Curb-to-Curb transportation throughout the CARTS district, and connects to the regional intercity bus network for extending access beyond local destinations.

You can reserve your ride by calling 512-478-7433. Same day reservations may be made based on availability.	Full Fare	Half-Fare	Half Fares are available for registered CARTS customers, seniors 65 and older, persons with disabilities and children under the age of 12.
Zone 1	\$2.00	\$1.00	Trips wholly within a town or city
Zone 2	\$4.00	\$2.00	Trips originating and ending within the same county
Zone 3	\$6.00	\$3.00	Trips with destinations outside of the county of origin

Interurban Coach/Express

- Fixed-schedule rides for commutes into urban areas or trips between rural areas
- Interurban Coach lines travel along major highways to service:

- | | | |
|----------------|--------------------------|--------------|
| • Austin | • Luling | • La Grange |
| • Bastrop | • Marble Falls | • Giddings |
| • Bertram | • Round Rock | • Paige |
| • Burnet | • San Marcos | • Smithville |
| • Georgetown | • Taylor | • Elgin |
| • Liberty Hill | • Texas State University | |
| • Lockhart | | |



GRASSHOPPER provides call-ahead connections in Austin for Interurban Coach riders who are **65 + years of age or ADA eligible**



1516 Orange Route

Luling ⇄ Lockhart ⇄ Austin

▼ TO AUSTIN (WESTBOUND)

MONDAY & WEDNESDAY & FRIDAY

Luling to Austin; with stops in Lockhart, the Austin VA Outpatient Clinic as requested and Austin Greyhound.

Stop	Departure Times			
Luling American Legion	8:05 am	10:30 am	2:05 pm	4:30 pm
Luling Visitor Center	8:10 am	10:35 am	2:10 pm	4:35 pm
Lockhart Wal-Mart	8:30 am	10:55 am	2:30 pm	4:55 pm
Lockhart HEB	8:35 am	11:00 am	2:35 pm	5:00 pm
Austin VA Clinic	9:00 am	11:25 am	3:00 pm	5:25 pm
Eastside Bus Plaza	9:10 am	11:35 am	3:10 pm	5:35 pm

▼ TO LULING (EASTBOUND)

MONDAY & WEDNESDAY & FRIDAY

Austin to Luling; with stops at the Austin VA Outpatient Clinic and Lockhart.

Stop	Departure Times			
Eastside Bus Plaza	9:15 am	11:40 am	3:15 pm	5:40 pm
Austin VA Clinic	9:25 am	11:50 am	3:25 pm	5:50 pm
Lockhart HEB	9:50 am	12:15 pm	3:50 pm	6:15 pm
Lockhart Wal-Mart	9:55 am	12:20 pm	3:55 pm	6:20 pm
Luling Visitor Center	10:15 am	12:40 pm	4:15 pm	6:40 pm
Luling American Legion	10:20 am	12:45 pm	4:20 pm	6:45 pm



INTERURBAN

AUSTIN • BASTROP • SAN MARCOS • ROUND ROCK • GEORGETOWN • LULING
BURNET • BERTRAM • LIBERTY HILL • MARBLE FALLS • LOCKHART • ELGIN

The Interurban Coach is a regional intercity route providing connections between Austin International Airport, Austin, Bastrop, Bertram, Burnet, Georgetown, Liberty Hill, Lockhart, Luling, Marble Falls, Round Rock, San Marcos, Texas State University, LaGrange, Giddings, Paige, Smithville and Elgin and makes connections to Greyhound, Capital Metro and Amtrak.

Fare

Zone 1

\$2.00

Trips wholly within a town or city

Zone 2

\$4.00

Trips anywhere in the CARTS District.

Regional All Day Pass

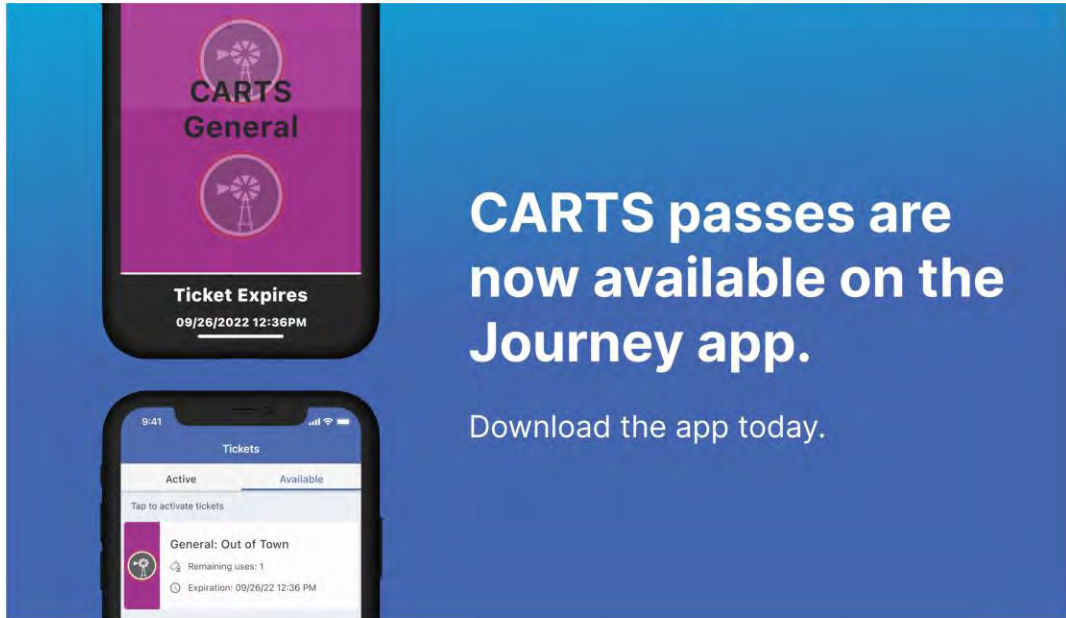
\$6.00

Ride All Day on any Interurban or Metro Connector Route.

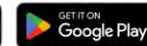
Monthly Pass

\$88.00

Ride all month on all Interurban Coach Routes.



JOURNEY
BY BYTEMARK



How to ride CARTS using Journey by Bytemark



Download the Journey App

Download Journey from the App Store or the Google Play Store



Purchase a Pass

After creating an account, tap "Buy Passes" on the main screen, select CARTS from the list of agencies, and then select your desired pass type.



Activate your Pass and Ride

Just before boarding, tap on your pass to activate it. Present your pass to the operator while boarding, and you're off!



Scan the QR code or visit
bytemark.co/journey

Our Newest Service – CARTS NOW

On-demand microtransit

- Curb to curb rides within 15 minutes
- Monday-Friday, 7am-7pm

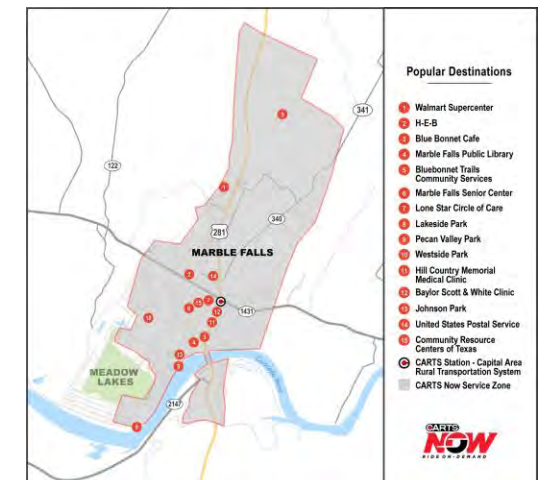
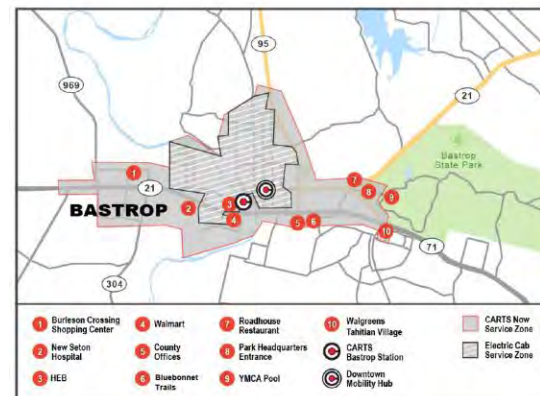
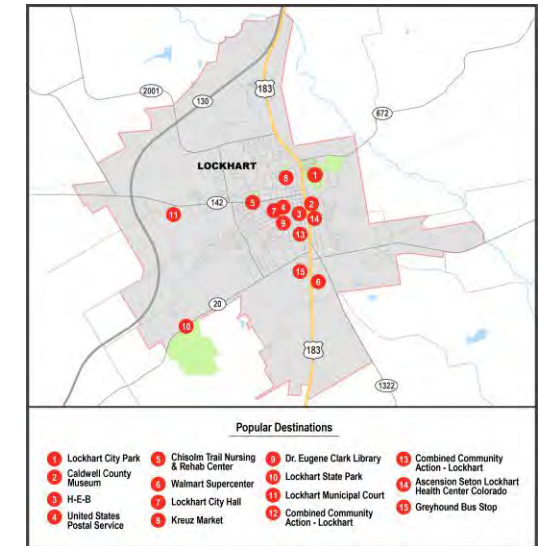
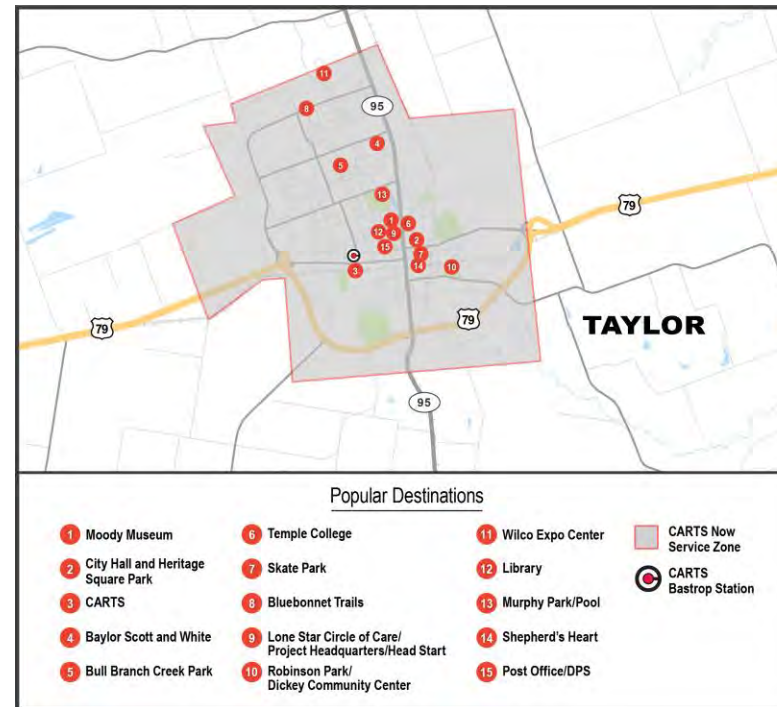
How to Book:

- Set pickup and dropoff locations in CARTS Now app
- Call CARTS Now service line (512)505-5666



Where does it operate?

- The service is currently operating in Bastrop, Lockhart, Taylor and Marble Falls. See right for each exact service area.



CARTS NOW FARES



One Way: \$2

All Day Pass: \$6

Monthly Pass: \$88

Half Price Fares

Seniors over 65

Persons with disabilities

Children under 12 (with an adult)

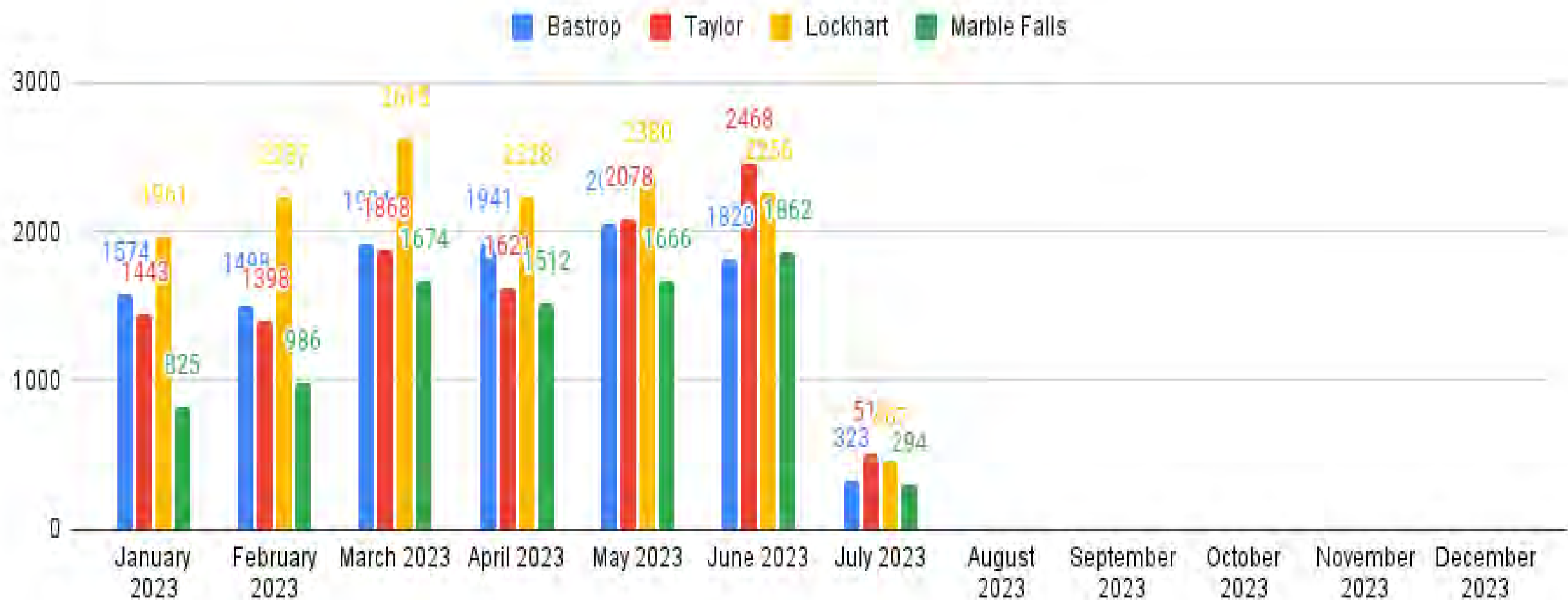
One Way: \$1 | All Day Pass: \$3

Monthly Pass: \$44

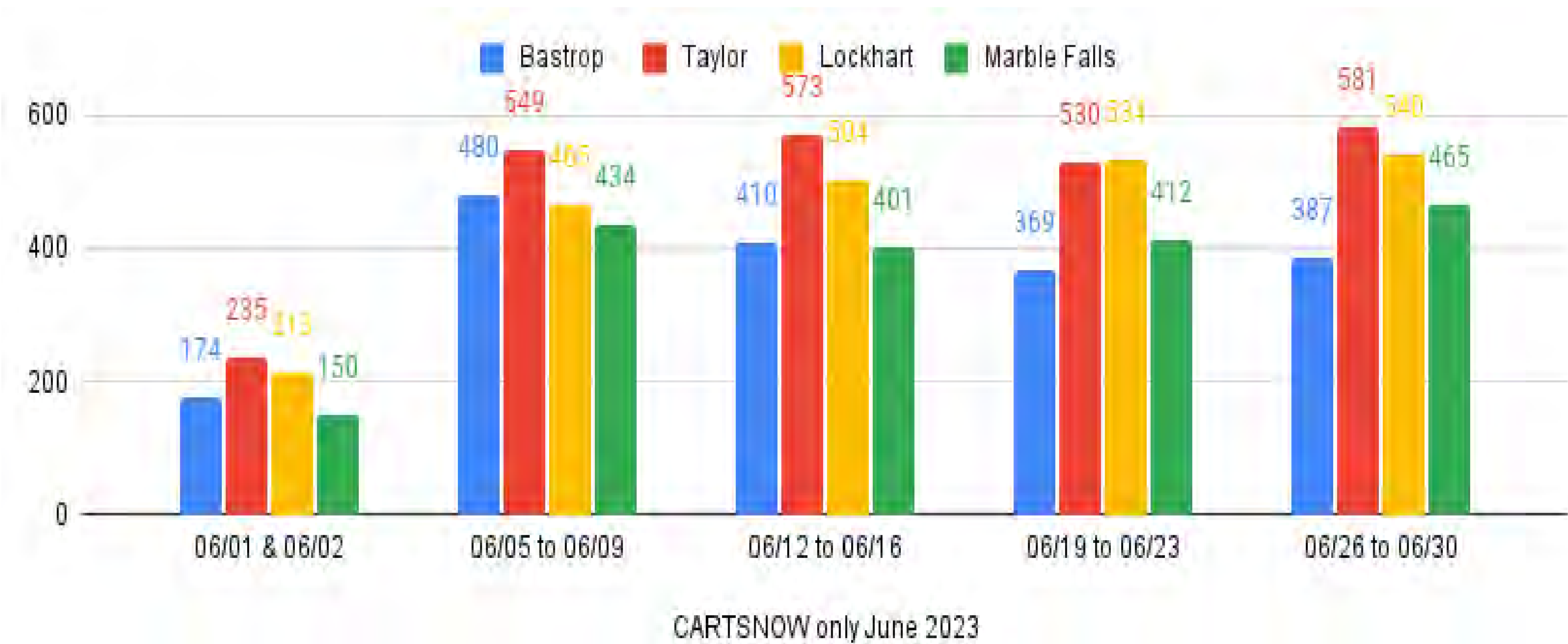
www.ridecarts.com

[@RideCARTS](https://www.instagram.com/RideCARTS)   

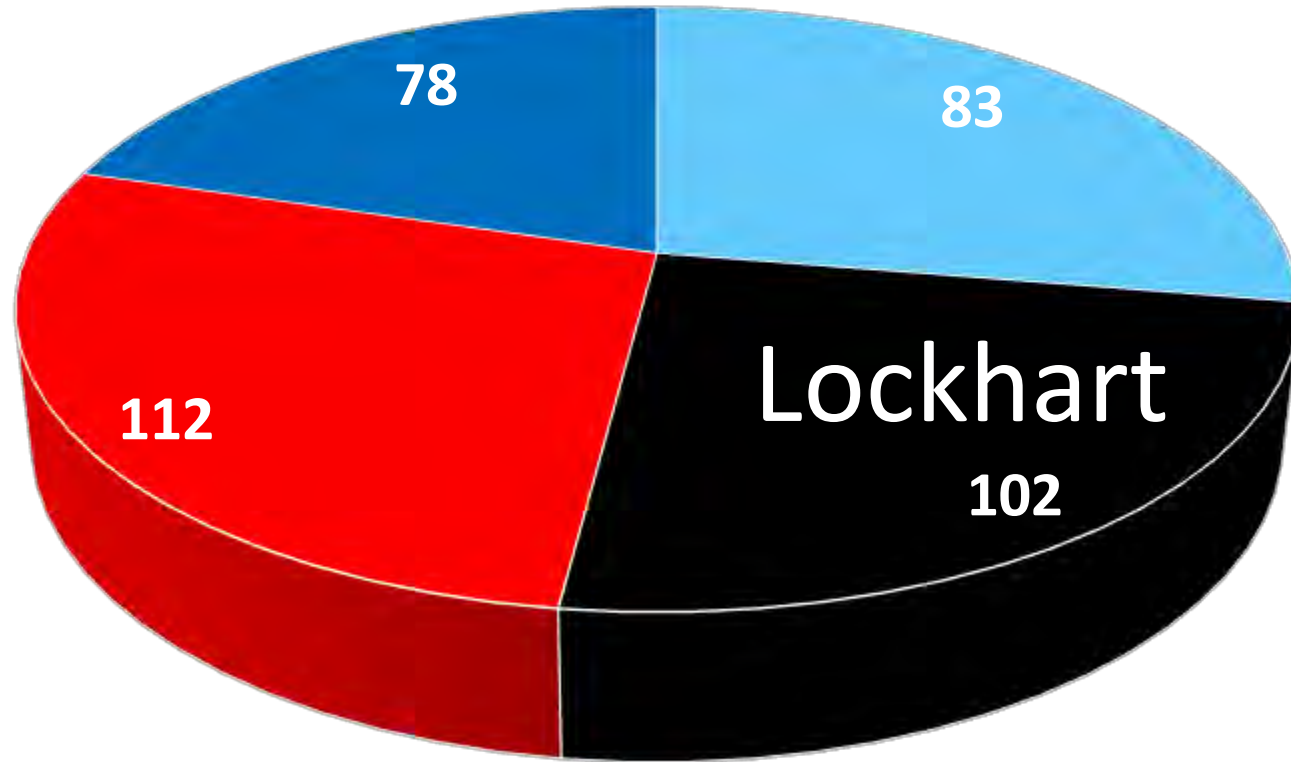
CARTS *NOW* Ridership Year to Date



CARTS *NOW* June Ridership



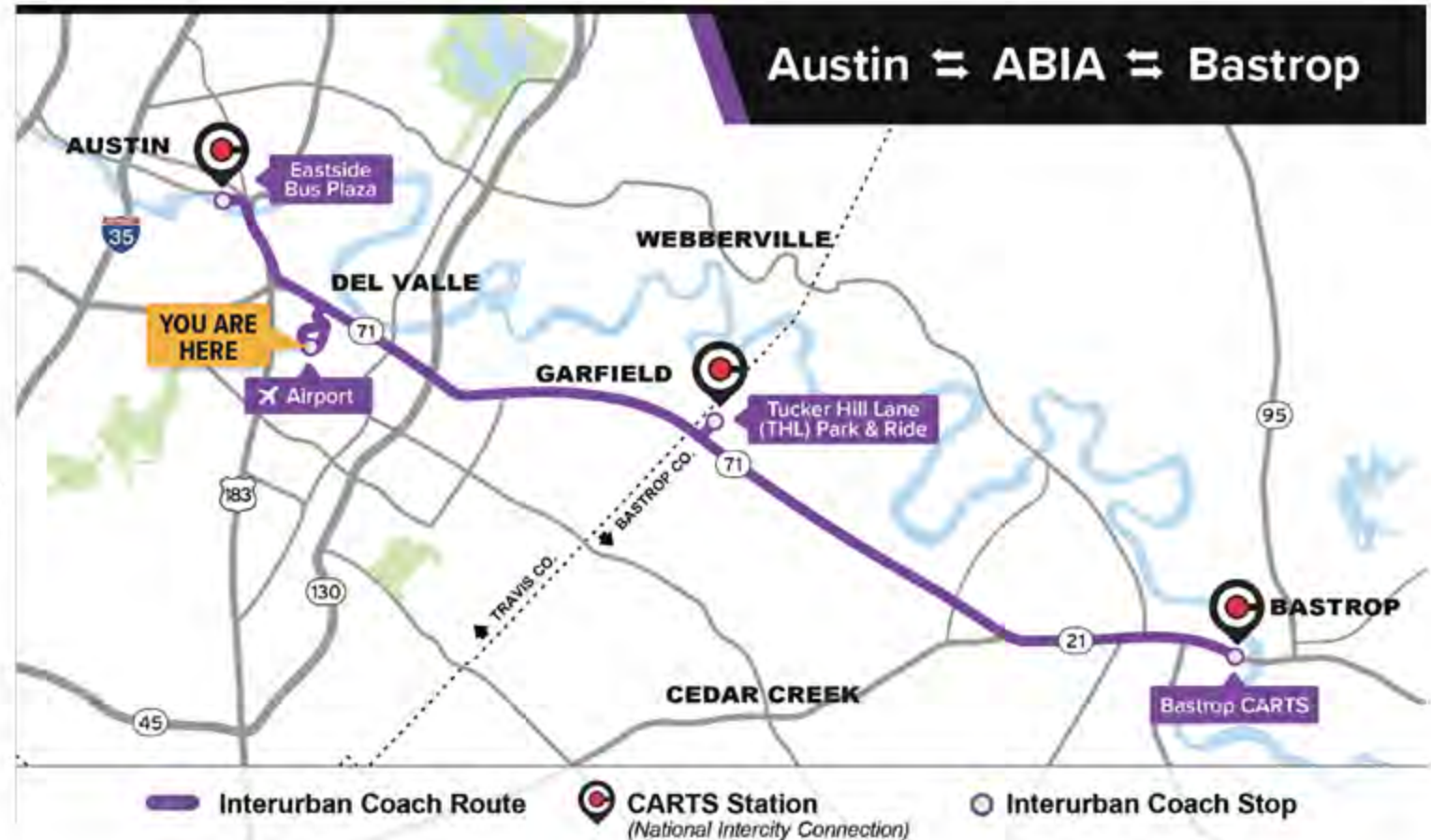
Average daily ridership June



■ Bastrop ■ Lockhart ■ Taylor ■ Marble Falls

Service to ABIA

- Interurban Coach route to the Austin-Bergstrom International Airport
- Fixed-schedule rides **available Monday – Friday** at:
 - Bastrop Station
 - Tucker Hill Park & Ride
 - Eastside Bus Plaza



Veterans Services

VA



U.S. Department
of Veterans Affairs

FREE rides to and from
medical appointments for
veterans

To Austin VA Clinic:

- **1516 Orange Route:**
Luling ⇌ Lockhart ⇌ Austin
 - Stops at Austin VA
 - Monday, Wednesday, Friday
- Interurban Coach + Grasshopper
- Country Bus



ADA Services

- All CARTS vehicles are **wheelchair accessible** and accommodate **service dogs**
- ADA eligible? Try the **Grasshopper** to connect to Austin destinations from Interurban Coach stops



Help us plan for the Future!



WE WANT TO
HEAR FROM
YOU!



Since 1978, CARTS (Capital Area Rural Transportation System) has been providing service to the rural areas in Central Texas. It is open to everyone. Going shopping, to the doctor or to the recreation center? CARTS can get you there!

**IT'S EASY
TO GET A RIDE!**

**(512)478-7433
RIDECARTS.COM**

TRANSPORTATION DEVELOPMENT PLAN



CARTS has developed a transportation development plan (TDP) identifying solutions for improved transportation access, efficiency, and reliability in rural communities in Bastrop, Blanco, Burnet, Caldwell, Hays, Fayette, Lee, Travis, and Williamson counties.

CARTS tailors service to each of the communities it serves, providing predictable connections between rural areas, national and local transit systems, and the region's metropolitan center.

CARTS WANTS YOUR INPUT!

CARTS has released the draft TDP for community review. Please comment before July 14th.



CARTS FACT SHEET TRANSIT DEVELOPMENT PLAN

The Capital Area Rural Transportation System (CARTS) is working on a Transit Development Plan (TDP) to identify solutions for improved transportation access, efficiency, and reliability in rural communities across Central Texas.

CARTS delivers transportation across 9 counties for communities with fewer than 50,000 population, which means that the CARTS service area and mobility needs evolve with each census. CARTS tailors services to each of the communities it serves, providing predictable connections between rural areas, to national and local transit systems, and to the metropolitan center of the region.

ABOUT THE TDP

CARTS worked with community partners and planning agencies to understand current and future needs, developing a vision for services and stations to be developed by the year 2045. The TDP process will help reassess and update long-term goals, prioritize specific improvements, and develop service strategies to help CARTS fulfill this vision.

The TDP will recommend adjustments to existing services, potential new services or amenities, and emerging technologies and best practices to integrate with the CARTS system. Potential solutions may include:

- Additional routes, more frequent service, and on-demand (CARTS Now) service areas
- Station and vehicle upgrades
- Technological integrations, such as app-based fare collection and smart trip planning
- Innovative service models such as rapid bus transit, on-demand services, or vanpooling
- Integrations with local and regional transit services, such as Capital Metro and San Antonio Metro



distribute services equitably across the region.

This plan will balance considerations such as:



PROCESS & TIMELINE

Local communities and leadership will be engaged throughout this process to help develop a plan that reflects community needs and values. CARTS will build from input collected from fall 2021 to early 2022 through a district-wide survey to assess existing services, routes, stations, and the system as a whole. This analysis will help inform improvement strategies and alternatives that will be included in the TDP.

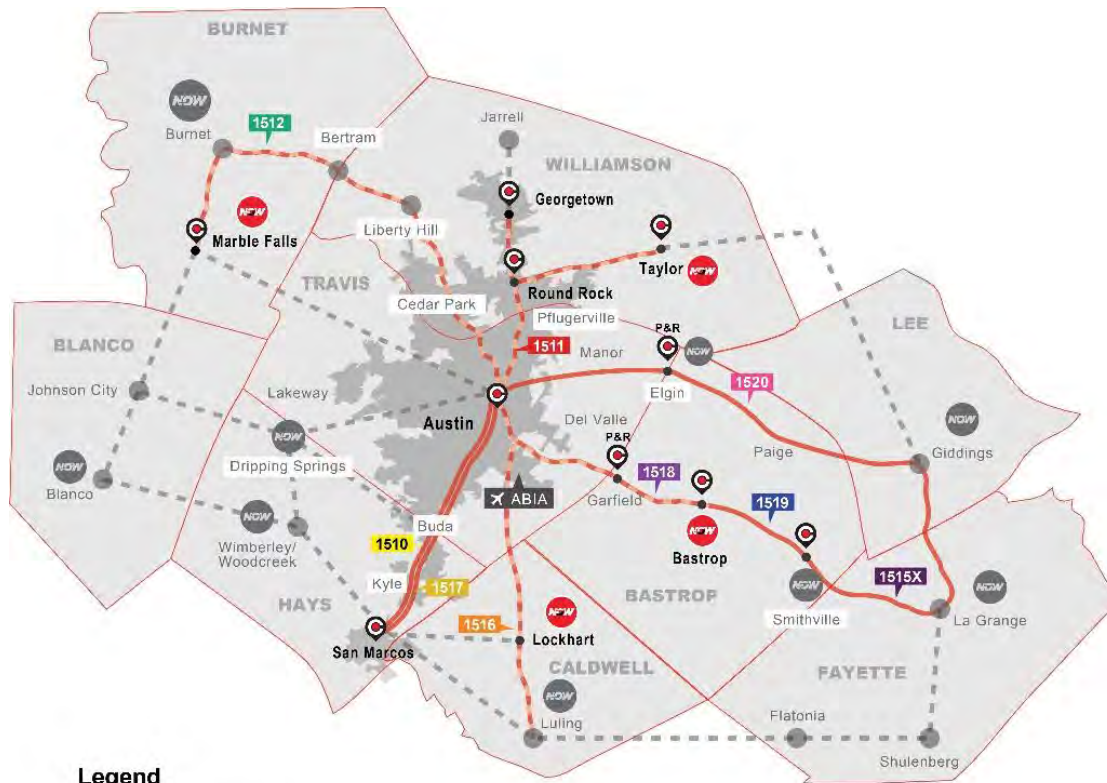


Some improvements in the TDP may be implemented over the next 5 years, while longer-term solutions may be implemented 10 or more years in the future. Putting these solutions in place will require additional funding and coordination with local and regional planning partners.

PLAN THE FUTURE WITH US

Community events and input opportunities will be announced throughout the process. To stay up to date on activities and ways to share your input, visit <https://bit.ly/CARTSTDP>, follow us on social media, or email Outreach@RideCARTS.com to sign up for updates.

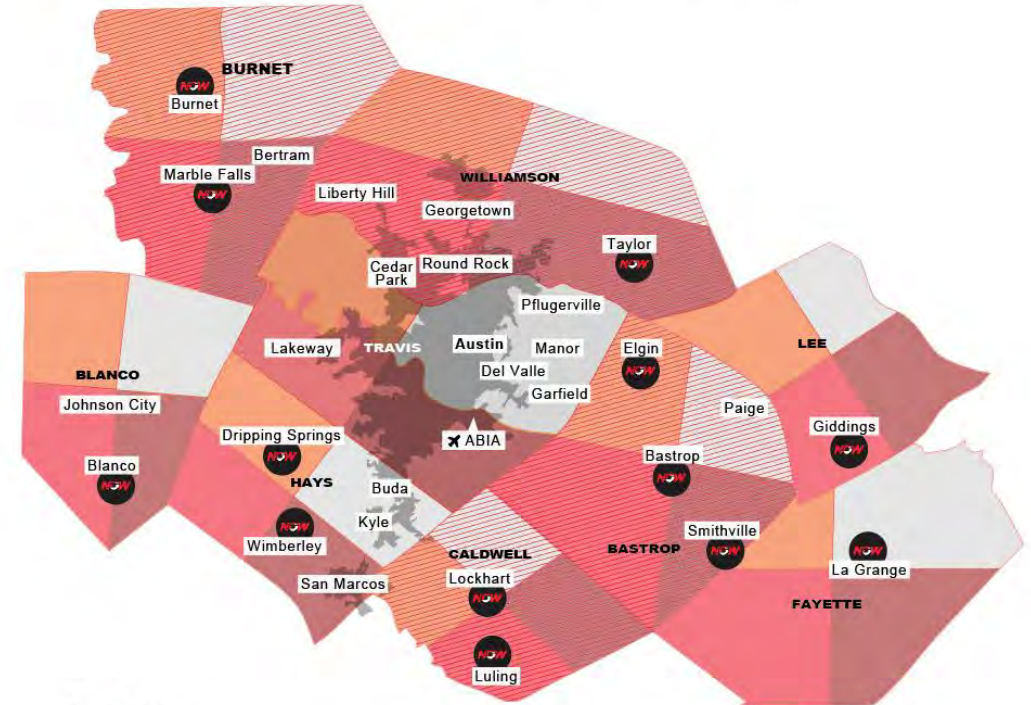
512-478-7433 | RideCARTS.com | f i g o @RideCARTS



Legend

-  **CARTS Stations**
(National Intercity Connections)
-  **P&R** Planned park & ride improvements
-  **Existing Routes**
-  **Planned express bus service**
-  **Existing stops**
-  **Existing CARTS Now Service**
-  **Planned CARTS Now Service**
-  **Planned CARTS Stations**
-  **Planned Express Bus Routes**

CARTS District Microtransit & Country Bus Conceptual Plan



Legend

-  **Country Bus Service Area**
-  **Country Bus Service Area**
-  **Country Bus Service Area**
-  **Country Bus Service Area**
-  **2022 Coordinated Call Candidate Location**
-  **CARTS Now Service**
(National Intercity Connections)
-  **Urban Service Area**
(Grasshopper, Austin CapMetro, San Marcos The Bus)

Caldwell County

There are two Country Buses serving the County in addition to the two vehicles in Lockhart *NOW* service and one Interurban route. The population centers are shown in Figure 4-7. Four buses in total typically serve the county.

The Lockhart *NOW* service has been a big success while most of the other services have seen ridership drop during the pandemic, but many of them have not come back. Consequently, the Country Bus service should be revised to focus on expanded ridership.

Summary of Strategies

Figure 4-7 illustrates the county's population centers. These population centers in large part determine the type of service to be provided. Based on that and the detailed analysis, the strategies include (in no specific order of priority):

1. **Expanded Lockhart *NOW* service** – While the coverage area for Lockhart is currently relatively expansive, Lockhart is growing rapidly and in the out years of the plan this community may need a third microtransit service
2. **Luling *NOW* service** – This should include surrounding areas. This is a one bus service that could double in serving the southern part of the county.
3. **Connector service** should be modified to allow for early morning, mid-day and evening round trips or expanding the time in each community and moving some trips to the afternoon.
4. **Country *NOW* service** – Countywide, zonal wide or on specific days and times.

The Luling *NOW* service will be the expansion of service. All other service levels will remain the same as present.



Table 4-4: Cost Projections for Services in Caldwell County

Service Scenario	# of Vehicles	# Hours (Weekday Service)	Annual Hours	Projected One-Way Trips per Hour per Vehicle	Estimated Annual Ridership	Estimated Annual Operating Cost
New <i>NOW</i> Service						
Luling	1	11	2,750	2	5,500	\$236,500
Caldwell Country <i>NOW</i> and Connector Service						
Luling/Lockhart to San Marcos and Kyle						No additional costs

Expanding the Caldwell CARTS *NOW* Service

Over time, CARTS should seek to expand the Lockhart service area when needed. Currently, the city limits are expansive and encompass an area well beyond current development (Figure 4-8). Virtually the entire greater Lockhart area is covered by the *NOW* zone so expansion can happen over time and is not an immediate/short term issue. What should be watched closely is the need for a peak hour bus if service goes consistently beyond 20 minutes response times.

New *NOW* Service

Luling, like Smithville, can support limited *NOW* service using one bus on a 7:00 a.m. to 6:00 p.m. schedule, this bus can also serve as the mid-day connector for the Luling to Lockhart service. This would be an expansion of service and vehicle needs, being the fifth bus in service.

Ridership, Revenue Hours and Cost Projections

As shown in Table 4-4, annual hours, ridership and costs for Luling would include an 11 hour day with one vehicle – 2,750 hours with a potential annual ridership of 5,500 one way trips – far more than the current level at a cost of \$236,500.

Caldwell Country *NOW* Service and Caldwell Connector Service

About fifty percent of the county's population are more than 5 miles from the outer edge of the population centers. These residents are spread across the vast majority of the service area. It is suggested that these areas have access to *NOW* service albeit using a longer response time. Currently two buses serve the rural areas and provide the current connector service between Luling/Lockhart/San

Future Facilities

In addition to these facility needs CARTS would like to build multimodal facilities in Lockhart and Flatonia.

Connectivity

It is clear that connectivity is the primary focus of CARTS services. Whether connecting rural residents to local goods and services or transporting customers across the nine-county region, connectivity is clearly the name of the game for CARTS. This section examines CARTS connectivity at all scales looking at local connections at a pedestrian and bicycle scale all the way to connection with national intercity bus and rail networks.

Figure 4-8: CARTS-Caldwell County Alternatives

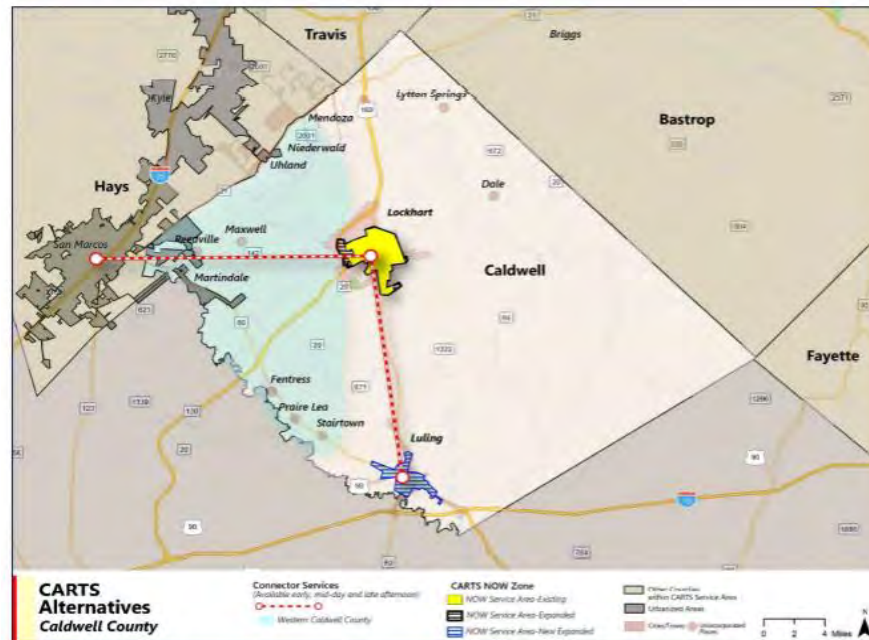
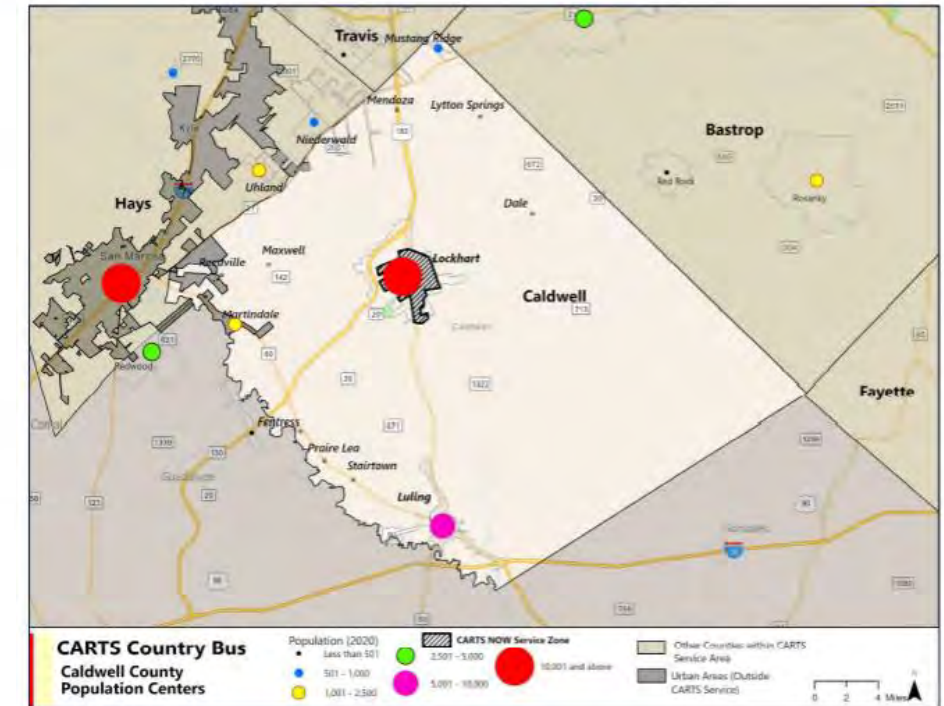


Figure 4-7: Caldwell County Service Area Population Centers



Help us spread the word

Let us know if you can help share information through:

- Email distribution
- Social media
- Website
- Newsletters
- Events & presentations



Follow us on social media: @RideCARTS



Stay in Touch

- Email us: Dana@RideCARTS.com
- Phone: 512-801-5670
- Follow us on social media: @RideCARTS f @ Instagram Twitter



City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: August 15, 2023

AGENDA ITEM CAPTION: Discussion and/or action regarding setting the 2023 combined maintenance and operations and interest and sinking proposed property tax rate of the City of Lockhart.

ORIGINATING DEPARTMENT AND CONTACT: Finance - Joseph Resendez

ACTION REQUESTED: Consensus

BACKGROUND/SUMMARY/DISCUSSION: The action taken by the City Council is required by the State of Texas in adherence with the Truth-In-Taxation laws.

If the proposed tax rate exceeds either the no new revenue rate or voter approval rate, a record vote must be taken to place a proposal to adopt the rate on the agenda for a future Council meeting. If the motion passes, the Council must schedule and announce the date, time, and location of one (1) public hearing regarding the proposed tax rate set by the Council.

As directed by Council, the aforementioned public hearing is scheduled on September 5, 2023, at 7:30 p.m. in the Council Chambers located in the Clark Library Annex - Council Chambers, 217 South Main Street, 3rd floor, Lockhart, Texas.

Senate Bill 2 has limited the percentage increase from No New Revenue to Voter Approval Rate by 3.5% but has added a new unused incremental rate adjustment. The 2023 voter-approved tax rate, as prepared by the CAD, is 0.5348/\$100 assessed valuation. This rate includes the unused increment rate.

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: It is staff's recommendation that the

City of Lockhart, Texas

Council Agenda Item Cover Sheet

City Council set a tax rate for 2023; record the vote; schedule a public hearing on September 5, 2023 and announce the date, time, and location of the public hearing.

LIST OF SUPPORTING DOCUMENTS:

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: August 15, 2023

AGENDA ITEM CAPTION: Discussion and/or action to receive the 3rd Quarter Fiscal Year 2023 Investment Report.

ORIGINATING DEPARTMENT AND CONTACT: Finance - Joseph Resendez, ACM

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: The Texas Public Funds Investment Act requires local governments to review and accept the quarterly investment reports for each quarterly reporting period of the fiscal year. The 3rd Quarter Investment Report of Fiscal Year 2023, ending June 30, 2023 is presented for your review and acceptance.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff respectfully request a motion to accept the 3rd Quarter Investment Report for Fiscal Year 2023.

LIST OF SUPPORTING DOCUMENTS: Quarterly Investment Report for Quarter ending June 30, 2023

CITY OF LOCKHART

Quarterly Investment Report
For the Quarter Ended June 30, 2023

August 15, 2023

CITY of LOCKHART
Quarterly Investment Report
For the Quarter Ended June 30, 2023

This report is presented in accordance with the Texas Government Code, Title 10, Chapter 2256, Public Funds Investment; Section 2256.023 known as the "Public Funds Investment Act". Attached is a detailed City of Lockhart investment report for the period April 1, 2023 through June 30, 2023. The Investment Portfolio Summary reports the beginning and ending book values and market values for the quarterly reporting period as follows:

April 1, 2023

Cash
Marketable Securities
Investment Pools
Certificates of Deposits
Total:

Investment Portfolio	
Book Value	Market Value
852,398	852,398
0	0
38,974,599	38,974,052
0	0
39,826,997	39,826,451

June 30, 2023

Cash
Marketable Securities
Investment Pools
Certificates of Deposits
Total:

Fund Availability	
10,583,346	10,583,346
29,243,651	29,243,105
39,826,997	39,826,451

April 1, 2023

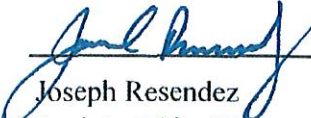
Unrestricted Funds
Restricted Funds
Total Funds

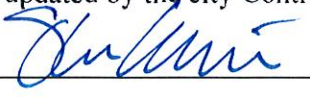
June 30, 2023

Unrestricted Funds
Restricted Funds
Total Funds

10,583,346	10,583,346
29,243,651	29,243,105
39,826,997	39,826,451

The investment portfolio, at all times during the quarter, complied with the Public Funds Investment Act and the City of Lockhart Investment Policy. TexPool, Texas CLASS and TexSTAR were also in compliance with the Public Funds Investment Act and the City of Lockhart Investment Policy throughout the quarter. The report is updated by the city Controller and presented by designated staff.


Joseph Resendez
Assistant City Manager


Steve Lewis
City Manager

8-4-23
Date

CITY of LOCKHART
Investment Portfolio Summary
For the Quarter Ended June 30, 2023

	Investment Portfolio			
	Book Value	% of Total	Market Value	% of Total
<u>April 1, 2023</u>				
Cash	852,398	2.1%	852,398	2.1%
Marketable Securities	0	0.0%	0	0.0%
Investment Pools	38,974,599	97.9%	38,974,052	97.9%
Certificates of Deposits	0	0.0%	0	0.0%
Portfolio Total	39,826,997	100.0%	39,826,451	100.0%
<u>June 30, 2023</u>				
Cash	1,261,054	3.3%	1,261,054	3.3%
Marketable Securities	0	0.0%	0	0.0%
Investment Pools	36,508,932	96.7%	36,505,290	96.7%
Certificates of Deposits	0	0.0%	0	0.0%
Portfolio Total	37,769,987	100.0%	37,766,344	100.0%
<u>Change in Value</u>				
Cash	408,656		408,656	
Marketable Securities	0		0	
Investment Pools	(2,465,667)		(2,468,762)	
Certificates of Deposits	0		0	
Portfolio Total	(2,057,011)		(2,060,106)	
	0			
<u>Maturity Data</u>	Book Value @ 6/30/2023	Weighted Average Maturity	Yield to Maturity	
Cash	1,261,054	0 Days	1.00%	
Marketable Securities	0	0 Days	0.00%	
Investment Pools - Texas CLASS	16,949,027	45 Days *	5.27%	
Investment Pools - TexPool	10,884,388	26 Days *	5.05%	
Investment Pools - TexSTAR	8,675,517	22 Days *	5.08%	
Certificates of Deposits	0	0 Days	0.00%	
	37,769,987	33 Days	5.02%	

Benchmark - 4 Week Treasury Bills - Secondary Market @ June 30, 2023

5.19%

* Weighted Average Maturity of Pool Investments - City funds are available from pools upon request.

<u>Total Return On Investment</u>	<u>Interest Earned</u>
Cash	2,259
Marketable Securities	0
Investment Pools - Texas CLASS	245,329
Investment Pools - TexPool	141,436
Investment Pools - TexSTAR	108,087
Certificates of Deposits	0
Total Return on Investment	497,112

CITY OF LOCKHART
Cash Accounts (as reconciled to FLNB)
For the Quarter Ended June 30, 2023

General Operating Account - FLNB		
		<u>Value</u>
April 1, 2023	\$	852,398
Deposits		12,223,759
Withdrawals		(11,817,361)
Interest Earned		2,259
June 30, 2023	\$	1,261,054

Total Cash Accounts		
		<u>Value</u>
April 1, 2023	\$	852,398
Deposits		12,223,759
Withdrawals		(11,817,361)
Interest Earned		2,259
June 30, 2023	\$	1,261,054

CITY of LOCKHART
Marketable Securities Transaction Summary
For the Quarter Ended June 30, 2023

<u>Holdings During the Quarter</u>									Beginning Value @ Par	Beginning Book Value	Beginning Market Value	Ending Value @ Par	Ending Book Value	Ending Market Value
<u>Type of Security</u>	<u>CUSIP</u>	<u>Purchase Date</u>	<u>Par Value</u>	<u>Coupon 0.34%</u>	<u>Date of Maturity</u>	<u>Yield to Maturity</u>	<u>Purchase Price</u>	<u>Quarterly Interest Earned</u>	<u>April 1, 2023</u>			<u>June 30, 2023</u>		
								-						0
								-						0
Totals			<u>\$ -</u>				<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

<u>Purchases</u>									
<u>Type of Security</u>	<u>CUSIP</u>	<u>Purchase Date</u>	<u>Par Value</u>	<u>Coupon Rate</u>	<u>Date of Maturity</u>	<u>Yield to Maturity</u>	<u>Settlement Total</u>	<u>Price</u>	<u>Accrued Interest</u>
				0.22%					
Totals			<u>\$ -</u>				<u>\$ -</u>		<u>\$ -</u>

<u>Maturities</u>							
<u>Type of Security</u>	<u>CUSIP</u>	<u>Purchase Date</u>	<u>Par Value</u>	<u>Coupon Rate</u>	<u>Date of Maturity</u>	<u>Yield to Maturity</u>	<u>Settlement Total</u>
\$ -							
Totals			<u>\$ -</u>	0.59%			<u>\$ -</u>

CITY OF LOCKHART
Investment Pool Transactions Summary
For the Quarter Ended June 30, 2023

TexPool					
	<u>Book Value</u>	<u>Market Value</u>	<u>Net Asset Value</u>	<u>Weighted Aver. Maturity</u>	<u>Average Monthly Yield</u>
April 1, 2023	10,878,530	10,875,484	0.999930	19 Days	4.6100%
Deposits	4,081,000				
Withdrawals	(4,216,579)				
Interest Earned	141,436				
June 30, 2023	10,884,388	10,882,429	0.99982	26 Days	5.0500%

Texas CLASS					
	<u>Book Value</u>	<u>Market Value</u>	<u>Net Asset Value</u>	<u>Weighted Aver. Maturity</u>	<u>Average Monthly Yield</u>
December 31, 2022	16,703,697	16,703,697	1.00000	36 Days	4.8600%
Deposits	0				
Withdrawals	0				
Interest Earned	245,329				
June 30, 2023	16,949,027	16,949,027	1.00000	45 Days	5.2700%

TexSTAR					
	<u>Book Value</u>	<u>Market Value</u>	<u>Net Asset Value</u>	<u>Weighted Aver. Maturity</u>	<u>Average Monthly Yield</u>
April 1, 2023	8,567,430	8,566,188	1.00003	39 Days	4.6066%
Deposits	0				
Withdrawals	0				
Interest Earned	108,087				
June 30, 2023	8,675,517	8,673,834	0.999806	22 Days	5.0764%

CITY of LOCKHART
Certificates of Deposit Transaction Summary
For the Quarter Ended June 30, 2023

Holdings During the Quarter

<u>CD Number</u>	<u>Holder</u>	<u>Purchase Date</u>	<u>Face Value</u>	<u>Interest Rate</u>	<u>Date of Maturity</u>	<u>Yield to Maturity</u>	<u>Purchase Price</u>	<u>Quarterly Interest Earned</u>	<u>Beginning Face Value</u>	<u>Beginning Market Value</u>	<u>Ending Face Value</u>	<u>Ending Market Value</u>
									April 1, 2023		June 30, 2023	
			<u>\$ -</u>						<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

Purchases

<u>CD Number</u>	<u>Holder</u>	<u>Purchase Date</u>	<u>Face Value</u>	<u>Interest Rate</u>	<u>Date of Maturity</u>	<u>Yield to Maturity</u>	<u>Purchase Price</u>
			<u>\$ -</u>				<u>\$ -</u>

Maturities

<u>CD Number</u>	<u>Holder</u>	<u>Purchase Date</u>	<u>Face Value</u>	<u>Interest Rate</u>	<u>Date of Maturity</u>	<u>Yield to Maturity</u>	<u>Settlement Total</u>
			<u>\$ -</u>				<u>\$ -</u>

<i>City of Lockhart</i>			
<i>Investment Pools</i>			
<u>Standard and Poor's Ratings</u>			
<u>Month</u>	<u>TexPool</u>	<u>TexSTAR</u>	<u>Texas CLASS</u>
July-22	AAAm	AAAm	AAAm
August-22	AAAm	AAAm	AAAm
September-22	AAAm	AAAm	AAAm
October-22	AAAm	AAAm	AAAm
November-22	AAAm	AAAm	AAAm
December-22	AAAm	AAAm	AAAm
January-23	AAAm	AAAm	AAAm
February-23	AAAm	AAAm	AAAm
March-23	AAAm	AAAm	AAAm
April-23	AAAm	AAAm	AAAm
May-23	AAAm	AAAm	AAAm
June-23	AAAm	AAAm	AAAm

<i>City of Lockhart</i>			
<i>Bank Collateralization</i>			
<u><i>Standard and Poor's Ratings</i></u>			
			FLNB
<u>Month</u>			<u>Collateralization *</u>
July-22			AAA
August-22			AAA
September-22			AAA
October-22			AAA
November-22			AAA
December-22			AAA
January-23			AAA
February-23			AAA
March-23			AAA
April-23			AAA
May-23			AAA
June-23			AAA
* Guaranteed by US government (AAA)			

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: August 15, 2023

AGENDA ITEM CAPTION: Discussion and/or action to consider adopting Ordinance 2023-15 designating Lockhart Industrial District No. 1 in the City's Extraterritorial Jurisdiction.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Steven Lewis, Monte Akers

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: Sec. 42.044, Local Government Code, authorizes the governing body of a city to designate any part of its ETJ as an industrial district and to treat the designated area in a manner considered by the governing body to be in the best interests of the municipality. The designation authorizes the making of contracts with owners in the district that the parties agree to be reasonable, appropriate, and not unduly restrictive of business activities. The designation does not restrict use of the land to industrial, and all present uses may continue. It also does not change any property rights of people who own land in the area, and has no relation to zoning, which does not apply in the ETJ. Additionally and significantly, SB 2038, the new legislation which creates a procedure for the release of areas from the ETJ of a city and which becomes effective Sept. 1, 2023, provides that the ETJ release procedure does not apply to areas of the ETJ designated as an industrial district under Section 42.044. Ordinance No. 2023-15 designates an area as Lockhart Industrial District No. 1.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION: None.

COMMITTEE/BOARD/COMMISSION ACTION: None.

STAFF RECOMMENDATION/REQUESTED MOTION: Adoption of Ordinance No. 2023-15.

LIST OF SUPPORTING DOCUMENTS: Draft Ordinance No. 2023-15 with exhibit depicting the district, .

City of Lockhart, Texas

Council Agenda Item Cover Sheet

ORDINANCE NO. 2023-15

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS DESIGNATING A CERTAIN AREA OF THE CITY'S EXTRATERRITORIAL JURISDICTION AS AN INDUSTRIAL DISTRICT AREA PURSUANT TO SECTION 42.044, LOCAL GOVERNMENT CODE; MAKING FINDINGS OF FACT; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; MAKING SUCH OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, Section 42.044 of the Texas Local Government Code provides that the governing body of a municipality may designate an area within its extraterritorial jurisdiction ("ETJ") to create industrial districts and to treat those areas in a manner considered by the City Council to be in the best interest of the City; and

WHEREAS, the designation of industrial districts is done in areas where industrial activity already exists within the municipality's ETJ or where those activities are likely to happen in the future; and

WHEREAS, the City Council finds that the area depicted in "Exhibit A," attached hereto, is an area in the City's ETJ that is suitable as an industrial district, and that it in the best interest of the City of Lockhart to designate that area as an industrial districts to be known as "Lockhart Industrial District No. 1."

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

Section 1. The facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct and are incorporated by reference herein for all purposes.

Section 2. An industrial district to be known as "Lockhart Industrial District No. 1" is hereby designated as shown on "Exhibit A" which is attached hereto and incorporated herein.

Section 3. All ordinances or resolutions that are in conflict with the provisions of this ordinance are, and the same are hereby, repealed to the extent of such conflict.

Section 4. If any provision of this Ordinance, or application thereof, to any person or circumstance, shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are hereby declared to be severable.

Section 5. The Mayor is hereby authorized to sign and execute this Ordinance.

Section 6. This Ordinance shall become effective and be in full force from the date of its signing and execution.

PASSED, ADOPTED, AND APPROVED on August 15, 2023.

CITY OF LOCKHART, TEXAS

Lew White Mayor

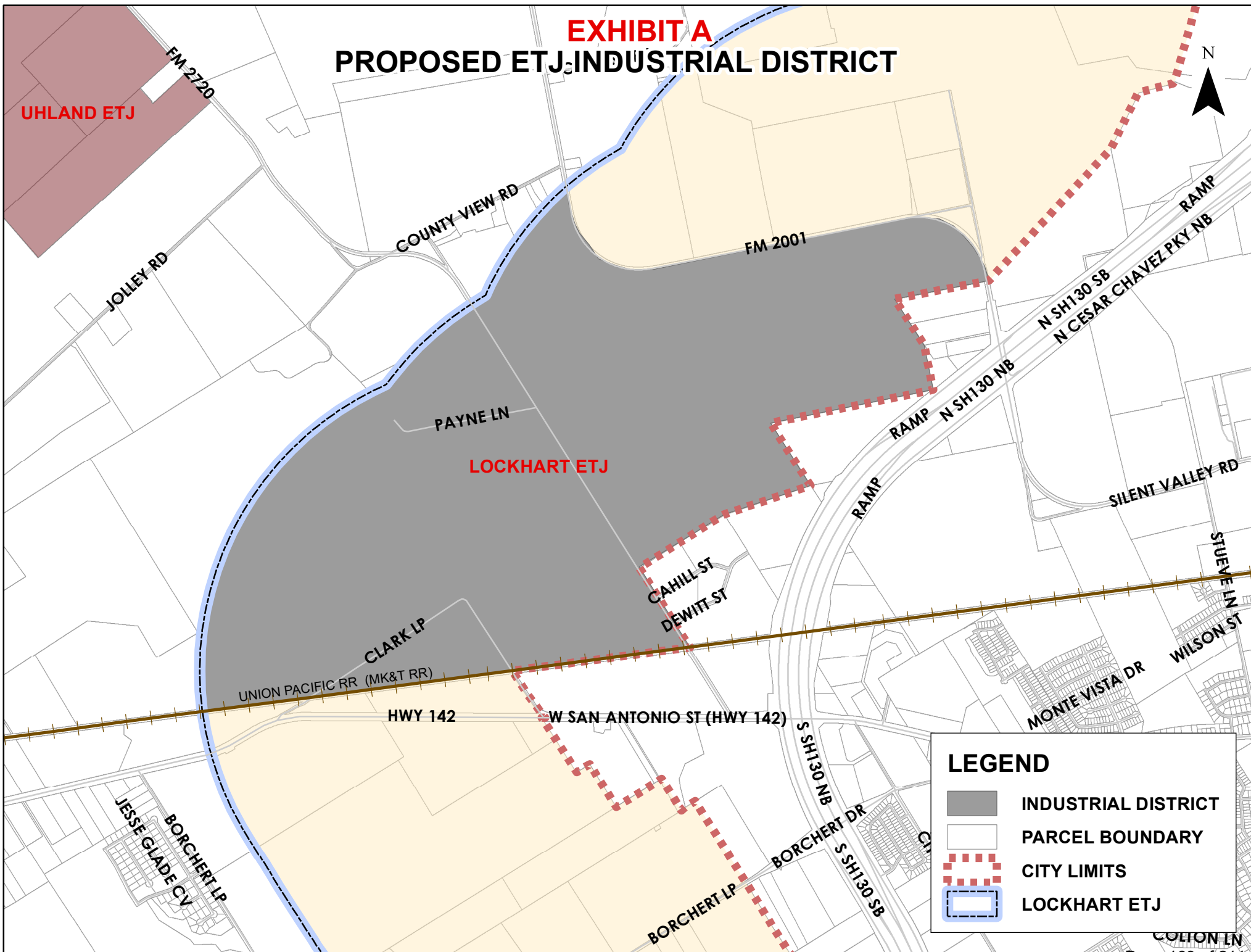
ATTEST:

APPROVED AS TO FORM:

Julie Bowermon, Interim City Secretary

Monte Akers, City Attorney

EXHIBIT A
PROPOSED ETJ INDUSTRIAL DISTRICT



LEGEND

- INDUSTRIAL DISTRICT
- PARCEL BOUNDARY
- CITY LIMITS
- LOCKHART ETJ

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: August 15, 2023

AGENDA ITEM CAPTION: Discussion and/or action to consider Resolution 2023-13 regarding a contract for medical director services for Lockhart EMS between Travis County Emergency Physicians, P.A. dba US Acute Care Solutions (USAC) effective October 1, 2023.

ORIGINATING DEPARTMENT AND CONTACT: Fire - Chief Randy Jenkins

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION: Lockhart EMS is currently managed by Ascension Seton through a "Lockhart EMS Staffing and Management Services Agreement" between the City of Lockhart and Ascension Seton effective August 1, 2015 with amendments on October 1, 2018 and February 1, 2023. As part of this agreement, medical direction was provided by Ascension Seton. Dr. Hala Ashraf, through US Acute Care Solutions (USAC), is an emergency medicine physician and is the current Medical Director provided by Ascension Seton for Lockhart EMS and also serves as Associate Medical Director for San Marcos - Hays County EMS.

Beginning October 1, 2023, the City of Lockhart will be responsible for providing medical direction for Lockhart EMS. The Texas Department of State Health Services (DSHS) requires an ambulance transport service to employ the services of a medical director. Medical control / direction is a planned approach to the provision of advanced life support services in an out-of-hospital setting. Under this approach, paramedic staff are viewed as surrogates of a designated hospital and a designated medical director in that hospital. The medical director seeks to assure that patients treated by paramedics and transported receive appropriate care in all cases. The medical director also reviews the training program, skills maintenance, continuing education programs and retraining program.

Dr. Ashraf will serve as the primary Medical Director for Lockhart EMS as provided in the attached agreement. When Dr. Ashraf is not available, the emergency department physicians at the receiving hospitals will provide the medical direction, with the vast majority being USAC physicians.

Dr. Ashraf currently provides monthly training to Lockhart EMS staff regarding EMS protocols which outlines the approved treatment procedures. The continuation of her medical direction services will ensure a seamless transition.

PROJECT SCHEDULE (if applicable): The contract for medical direction is to begin October 1, 2023.

AMOUNT & SOURCE OF FUNDING:

Funds Required:

City of Lockhart, Texas

Council Agenda Item Cover Sheet

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION: Lockhart EMS is currently managed by Ascension Seton through a “Lockhart EMS Staffing and Management Services Agreement” between the City of Lockhart and Ascension Seton effective August 1, 2015 with amendments on October 1, 2018 and February 1, 2023.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends approving the contract for medical director as submitted.

LIST OF SUPPORTING DOCUMENTS: Resolution 2023-13, Medical Director 8-15-2023, Dr. Ashraf Medical Director Contract 8-15-2023

RESOLUTION 2023-13

A RESOLUTION OF THE CITY OF LOCKHART, TEXAS, APPROVING A CONTRACT FOR MEDICAL DIRECTOR SERVICES AND THE SERVICES OF DR. HALA ASHRAF; AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY

WHEREAS, the City is the operator of a mobile intensive care unit (MICU) transport service and is required by law to operate it under medical control; and

WHEREAS, the City desires to appoint a medical doctor to provide such medical control and other support services; and

WHEREAS, Travis County Emergency Physicians, P.A., doing business as US Acute Care Solutions (“USACS”), employs Dr. Hala Ashraf, who is qualified, willing, and able to provide Medical Director Services for the City's emergency services; and

WHEREAS, the City Council of Lockhart desires to enter into a contract with USACS for the purposes stated above.

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

1. The foregoing recitals are adopted and incorporated herein for all purposes.
2. The draft contract attached hereto as Exhibit “A” is approved and its execution is authorized by the Council.
3. The Mayor shall have authority to sign the contract on behalf of the City.

PASSED AND ADOPTED on this the 15th day of August, 2023.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

APPROVED AS TO FORM:

Julie Bowerman, Interim City Secretary

Monte Akers, City Attorney

Exhibit "A"

MEDICAL DIRECTOR SERVICES AGREEMENT

This **MEDICAL DIRECTOR SERVICES AGREEMENT** (The "Agreement"), entered into on this 1st day of October, 2023 by and between the CITY OF LOCKHART hereinafter called the "City", and Travis County Emergency Physicians, P.A., doing business as US Acute Care Solutions ("USACS").

WITNESSETH:

WHEREAS, the City is the operator of a mobile intensive care unit (MICU) transport service and is required by law to operate under medical control;

WHEREAS, Dr. Ashraf can offer medical control and other support services to municipal corporations providing emergency services; and

WHEREAS, the City desires to engage USACS to provide its employee, Dr. Hala Ashraf ("Dr. Ashraf"), and Dr. Ashraf desires to be engaged via USACS by the City, to provide certain Medical Director Services for the City's emergency services to the extent set forth herein;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and USACS do hereby agree as follows:

ARTICLE I. OBLIGATION TO PROVIDE MEDICAL DIRECTOR SERVICES AND PAYMENT FOR SERVICES

1.1 Obligation to Provide Medical Director Services. During the term (as defined in Section 1.3, below) of this Agreement, and subject to the conditions and provisions of this Agreement, USACS shall provide Dr. Ashraf to serve the City by providing the Medical Director Services described in Article II of this Agreement.

1.2 Payment for Medical Director Services

(i) **Basic Service Fee.** In consideration for Dr. Ashraf providing the City with the medical control described in Section 2.1, the City shall pay to USACS Two Hundred Dollars (\$200.00) per hour for each hour of Medical Director Services performed and properly documented by Medical Director, not to exceed fifteen (15) hours and \$3,000 per month. Medical Director shall submit or cause to be submitted to City time records in the form of Exhibit A attached hereto, or another form agreed to by the parties, documenting and briefly describing the provision of the Medical Director Services provided and the time spent thereon by the fifth day of the month immediately succeeding the calendar month in which the Medical Director Services were rendered. Within thirty (30) days of receipt of such time records, the City shall pay the Medical Director Two Hundred Dollars (\$200.00) per hour for each hour of Medical Director Services rendered.

(ii) **Price Changes.** After the initial one-year term, USACS may change the amount of the Basic Service Fee set forth in subpart (i) of this section upon 30 days prior written notice to the City; provided, however, the City may, as a result of any increase in the Basic Services Fee, terminate this Agreement upon 30 days prior written notice to USACS.

1.3 Term. This Agreement shall commence on October 1, 2023 and, unless otherwise terminated as provided herein, will continue for an initial twelve (12) months. Either the City or USACS may terminate the Agreement at any time by giving the other party written notice of ninety (90) days. Upon completion of such initial twelve (12) month term, this Agreement shall be automatically renewed unless either the City or USACS will have therefore given the other party ninety (90) days prior written notice of its election to terminate this Agreement. Correspondingly, upon completion of the initial twelve (12) month renewal period or any subsequent twelve (12) month renewal period, this Agreement shall continue to be automatically renewed for 12-month periods unless either the City or USACS has therefore given the other party ninety (90) days prior written notice of its election to terminate this Agreement. This agreement shall not be renewed beyond October 1, 2028 without written approval of the City Council of the City of Lockhart.

ARTICLE II. DESCRIPTION OF MEDICAL DIRECTOR SERVICES PROVIDED BY DR. ASHRAF

2.1 Medical Direction. During the term of this Agreement, USACS shall cause Dr. Ashraf to arrange for on-line medical direction of the City's emergency medical service (the "Medical Director Services") on a continuous, 24-hour basis on each day of the week. Online medical direction shall be provided by the physician on duty at the receiving medical facility, using established guidelines and medical protocols through voice contact. During the term of this Agreement, Dr. Ashraf shall provide the City's emergency medical service with off-line medical direction and other medical control. Such off-line medical direction and other medical control shall utilize established guidelines and treatment protocols to monitor and evaluate the quality of patient care provided by the City's emergency medical service. Dr. Ashraf shall provide all the services required of a medical director by Chapter 197, State Board of Medical Examiner Rules.

2.2 Patient Chart and Case Reviews. As needed, Dr. Ashraf shall sponsor or conduct, on an individual basis for the City's emergency medical service, patient chart, or case reviews, for the purpose of complying with quality control provisions as required by Texas Department of State Health Services.

2.3 Proficiency Assessments of EMS Personnel. As needed Dr. Ashraf shall conduct proficiency assessments of emergency medical personnel to determine compliance with current protocols. Dr. Ashraf may elect to perform ride-outs with the City's emergency medical personnel to accomplish the assessments.

2.4 Continuing Education Sessions for EMS Personnel. Each year of this contract, Dr. Ashraf shall sponsor or conduct a minimum of 20 hours of specialized continuing education sessions for the City's emergency medical personnel. Session topics may be determined by proficiency assessments and shall be approved by the City and Dr. Ashraf.

ARTICLE III. REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the City. The City represents and warrants to, and agrees with USACS, as follows:

(i) The City has full power and authority to exercise and deliver this agreement. The execution and delivery of this Agreement by the City shall not constitute default under, or violate any provision of, the City of Lockhart Charter or any agreement to which the City is a party or any statute, rule, regulation, judgment, or order by which it is bound.

(ii) The City has and shall at all times maintain all licenses and permits required of it to own and operate the emergency service and to conduct the activities contemplated by this Agreement. The City shall at all times operate the emergency service in accordance with all applicable laws and regulations.

3.2 Representations and Warranties of USACS. USACS hereby represents and warrants to, and agrees with, the City as follows:

(i) Dr. Ashraf is duly licensed and in good standing as a Medical Doctor under the laws of the State of Texas.

(ii) USACS has full power and authority to execute and deliver this Agreement. The execution and delivery of this agreement by USACS shall not constitute default under, or violate any provision of, any agreement to which USACS is a party or any statute, rule, regulation, judgment, or order by which she is bound.

ARTICLE IV. INSURANCE AND INDEMNIFICATION

4.1 City's Insurance. The City of Lockhart is self-insured through the Texas Municipal League and does carry liability insurance. Any request for financial information shall be handled in accordance with existing public information laws or other laws of the State of Texas.

4.2 Dr. Ashraf's Insurance. Dr. Ashraf is insured and carries the customary hospital and general practice and liability insurance in the amount of Five-Hundred Thousand Dollars (\$500,000) per claim, and One Million Dollars (\$1,000,000) per year.

4.3 Indemnification by the City. To the extent allowed by law, and the City's insurance policy with Texas Municipal League, the City shall indemnify and hold harmless each of USACS and Dr. Ashraf from and against any and all liabilities, costs, damages and expenses (including attorney's fees and expenses) as permitted by law, resulting from or attributable to any and all breaches of this agreement, willful misconduct or negligent acts and omissions of the Department and its emergency medical providers, public officials, employees and agents arising from or in connection with the City's emergency medical service or the City relating to or otherwise affecting this agreement.

4.4 City Insurance Primary. The City's insurance shall be the primary source of recovery for third-party plaintiff's alleging injury. The City shall procure and maintain insurance covering the Medical Director Services, USACS, and Dr. Ashraf.

4.5 Non-Waiver of Defenses Under the Texas Tort Claims Act. Nothing in this agreement shall in any way diminish or otherwise adversely affect any rights which the City may have as to any claimant or plaintiff to assert defenses of the Texas Civil Practices and Remedies code, or any other statutory or common law defenses available to municipalities in the State of Texas.

ARTICLE V. MISCELLANEOUS PROVISIONS

5.1 Notices. Any notice required or permitted pursuant to this Agreement shall be deemed sufficient if in writing and hand-delivered or sent by registered or certified mail, postage prepaid, and if addressed (i) to Dr. Ashraf, (3401 S. Lamar Blvd., Apt. 3318 Austin, TX 78703), and if (ii) to the City, to the address set forth below under the City's signature.

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

5.3 Entire Agreement Amendment. This Agreement constitutes the entire agreement and understanding between the City and Dr. Ashraf. This Agreement may not be amended except by the instrument, in writing, executed by the party against which enforcement is sought.

5.4 Successors and Assigns. This Agreement shall be binding upon, and shall insure to the benefit of the City and Dr. Ashraf and their respective successors and assigns; provided, however, neither the City nor Dr. Ashraf may assign this Agreement without the prior written consent of the other party.

5.5 Venue. Venue for any dispute under this Agreement shall be in Caldwell County, Texas.

5.6 Attorney's Fees. In any legal proceeding alleging a breach of any provision of this Agreement, the prevailing party shall be entitled to recover from the other party the prevailing party's reasonable attorney's fees and costs in such proceeding.

**IN WITNESS WHEREOF, the City of Lockhart and
Dr. Hala Ashraf have executed this Agreement as of the date first above written.**

CITY OF LOCKHART

**MEDICAL DIRECTOR:
Travis County Emergency Physicians, P.A.
d/b/a US Acute Care Solutions**

**Lew White, Mayor
City of Lockhart**

**Jennifer Bradstreet, MD, FACEP
President, USACS South**

Date:_____

Date:_____

**Address:
P.O. Box 239
Lockhart, Texas 78644**

**Address:
4535 Dressler Rd. NW
Canton, Ohio 44718**

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: August 15, 2023

AGENDA ITEM CAPTION: Discussion and/or action to consider contract for Election Services with the Caldwell County Elections Administrator to conduct the City of Lockhart's General Election on November 7, 2023.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Julie Bowermon

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: The Caldwell County Elections Administrator (County EA) is conducting Elections on November 7, 2023. The City of Lockhart will hold a General election for the positions of Mayor, Councilmember District 3, and Councilmember District 4. Since 2010, in the interest of a public purpose, the City of Lockhart has contracted with the County EA to conduct City Elections to enable all propositions and public official positions to be on one ballot for voters within Caldwell County.

The City of Lockhart shall pay an administrative fee of 10% of the total cost of the election and any runoff election or \$75, whichever is greater. In the event the services are provided for a joint election, the cost shall be equally prorated between the participating entities. A runoff Election shall be treated as a separate election.

The City of Lockhart ordered the November 7, 2023 General Election during the previous Council meeting held on August 1, 2023. The candidate filing period is July 22, 2023 through August 21, 2023. City staff currently has candidate packets available for distribution to potential candidates, these packets are also available on the City website.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:

Funds Required: \$20,000

Account Number: 100-5101-703

Funds Available: \$20,000

Account Name: Elections

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: On August 1, 2023 Council ordered a General Election to be held on November 7, 2023.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

City of Lockhart, Texas

Council Agenda Item Cover Sheet

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends approval.

LIST OF SUPPORTING DOCUMENTS: 2023 November JOINT ELECTION SERVICES
CONTRACT--City of Lockhart EST, .

**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 gender. 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:

Attest:

Hoppy Haden
Caldwell County Judge

Teresa Rodriguez
Caldwell County Clerk

Devante Coe
Caldwell County Elections Administrator

CITY OF LOCKHART, TEXAS

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

OATMAN HILL MUNICIPAL UTILITY DISTRICT

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

PRAIRIE LEA ISD

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

City of Mustang Ridge, Texas

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

LOCKHART ISD

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

Attachment A

CALDWELL COUNTY ELECTION SERVICES CONTRACT COSTS

City of Lockhart
GENERAL ELECTION
Tuesday, November 7, 2023

ESTIMATE

Item #	Costs/Services	Cost Estimate
1.	B1. Ballots	\$ 1,169.92
2.	B2. Programming/Testing	\$ 974.94
3.	B3. Publication of Test	\$ 97.49
4.	B4. Tech Support	\$ -
5.	B5. Election Kits	\$ 243.73
6.	B6. Rental of Voting Equip	\$ 3,952.55
7.	B7. Rental of Non-county Equipment	\$ 129.99
8.	B8. Prep and Transport	\$ 20.80
9.	B9. Polling Place Rental	\$ 117.80
10.	B10. Election Day Judges/Clerks	\$ 2,279.89
11.	B11. Pickup and Delivery Fee(Returns)	\$ 65.00
12.	B12. Early Voting Personnel	\$ 4,721.94
13.	B13. Central Count Staff	\$ 341.23
14.	B14.	\$ -
15.	B15. Central Count Personnel	\$ 120.24
16.	B16. Early Voting Ballot Board/SVC	\$ 324.98
17.	B17. Late Board Personal	\$ -
18.	B18. Supplies	\$ -
19.	B19. Communication	\$ 138.12
20.	B20. Postage	\$ 16.25
21.	B21. Legal Fees	\$ -
22.	B22. Security	\$ 121.87
23.	B23. Special Request	\$ -
Subtotal		\$ 14,836.73
Administrative Fee		\$ 1,483.67
Total		\$ 16,320.40

Devante Coe
Elections
Administrator
Caldwell County

Printed:
8/10/2023

Attachment B

Participating Entities:

Caldwell County

City of Lockhart

City of Mustang Ridge

Prairie Lea ISD

Lockhart ISD

Oatman Hill Municipal Utility District

Point of Contact for City of Lockhart:

Printed Name of Official: _____

Officials Mailing Address: _____

Officials Email Address: _____

Official Contact Number: _____

Can this Contact Number be used after Afterhours? If not, is there an after-hours contact number?

After Hours Contact Number: _____

After Hours Officials Name(If Different from above):

Signature of City of Lockhart Authorizing Authority

Title of Authorizing Authority

Attachment C

Appointment of Election Officials

Early Voting Clerk: Devante Coe

Early voting by personal appearance will be conducted each day at:
(La votación adelantada en persona se llevará a cabo todos los días en:

CALDWELL COUNTY ELECTIONS OFFICE

1403 Blackjack St. Ste A

Lockhart, Texas 78644

Scott Annex Building – Conference Room

(Main Early Voting Location)

1403 Blackjack St.

Lockhart, Texas 78644

**Branch locations to be determined at a
later date.**

Applications for ballot by mail should be mailed to:

(Las solicitudes para boletas que se votaran en ausencia por correo deberán enviarse a:)

ATTN: Early Voting Clerk

Scott Annex Building

Caldwell County Elections Office

1403 Blackjack St. Ste A

Lockhart, Texas 78644

CALDWELLEC@CO.Caldwell.TX.US

Applications for ballots by mail must be received no later than the close of business on October 27, 2023.

(Las solicitudes para boletas que se votarán adelantada por correo deberán recibirse para el fin de las horas de negocio el 27 de Octubre 2023.)

NOVEMBER 2023 UNIFORM ELECTION – ELECTION DAY			
LOCATION	ADDRESS	PCT(S)	Election Day Judges
FIRST LOCKHART BAPTIST CONNECTION CENTER	200 S. BLANCO ST. LOCKHART, TX 78644	100 / 101	
GRACE LUTHERAN FELLOWSHIP HALL	108 N. MEDINA (FIR ST ENTERANCE) LOCKHART, TX 78644	103 / 108	
VFW POST 8927	7007 S. US HWY 183 LOCKHART, TX 78644	102 / 104	
LOCKHART EVENING LIONS CLUB	220 BUFKIN LANE LOCKHART, TX 78644	111	
SOUTHSIDE CLUBHOUSE	1035 S. MAGNOLIA AVE LULING, TX 78648	201 / 202	
MCNEIL BAPTISH CHURCH	14304 FM 1322 LULING, TX 78648	203	
MCMAHAN COMMUNITY CENTER	6022 FM 713 DALE, TX 78616	204 / 205	
LULING CIVIC CENTER	333 E. AUSTIN ST. LULING, TX 78648	206	
THREE RIVERS COMMUNITY CHURCH FELLOWSHIP HALL	103 MAIN ST. MARTINDALE, TX 78655	300 / 301	
MAXWELL FIRE STATION	9655 TX 142 MAXWELL, TX 78656	302	
UHLAND COMMUNITY HALL	15 N. OLD SPANISH TRAIL UHLAND, TX 78640	303 / 306	

FENTRESS COMMUNITY CHURCH	13481 STATE PARK RD. (STATE PARK/BARBER ST.) FENTRESS, TX 78622	305	
ST. MARKS METHODIST CHURCH	602 E. LIVE OAK ST. LOCKHART, TX 78644	401	
ST. MARY'S CATHOLIC PARISH HALL	205 W. PECAN ST. LOCKHART, TX 78644	402	
LYTTON SPRINGS BAPTIST CHURCH	8511 FM 1854 DALE, TX 78616	404	
DALE FIRE STATION	1414 FM 1854 DALE, TX 78616	400 / 405	

CENTRAL COUNTING STAFF

CENTRAL COUNT & TABULATION MANAGER	ASSIT. MANAGER	ASST. MANAGER TABULATION	CENTRAL COUNT JUDGES	
DEVANTE COE	SARAH FULLILOVE	MAYRA CALDERON	JUDGE: DAVID TSCHIRHART	ALT. JUDGE: VANESSA GUITERREZ



Lockhart

T E X A S

2022-2023 Strategic Work Plan



The Strategic Planning Process

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

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

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

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



Day One – Management Team

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

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

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

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

Mission of Lockhart Management Team

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

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

Start – Stop – Continue

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

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

Start

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

Stop

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

Continue

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



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

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

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

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

Day Two – City Council

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

Expectations – City Council

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

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

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

City of Lockhart Vision:

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

Source: Lockhart 2020 Comprehensive Plan

Goal #1:

**City
Facilities**

Goal #2:

**Human Resources/
Staffing**

Goal #3:

**Parks &
Recreation**

Goal #4:

Infrastructure

Goal #5:

**Modernization &
Communications**

Goal #6:

**Development &
Quality of Life**

Goal #7:

**Revenue
Sustainability**

2022-2023 Goals:

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

Goal #1: City Facilities

To begin planning for new city facilities and offices.

Goal #2: Human Resources/Staffing

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

Goal #3: Parks & Recreation

To develop the Parks & Recreation program and services.

Goal #4: Infrastructure

To enhance physical infrastructure and branded wayfinding throughout Lockhart.

Goal #5: Modernization & Communications

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

Goal #6: Development & Quality of Life

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

Goal #7: Revenue Sustainability

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

Goal #1: City Facilities

To begin planning for new city facilities and offices.

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

Goal #2: Human Resources/Staffing

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

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

Goal #3: Parks & Recreation

To develop the Parks & Recreation program and services.

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

Goal #4: Infrastructure

To enhance physical infrastructure and branded wayfinding throughout Lockhart.

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

Goal #5: Modernization & Communications

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

- 5.1 PIO (Public Information Officer) to secure proposals for a new website design including:
 - Online forms and application portals (permitting, employment, variance requests, etc.)
 - Must be mobile responsive platform
 - Ensure ease of use and innovative utility of site
 - Include a portal to the Lockhart Economic Development Corporation website
- 5.2 Hire a consultant to 1) build a survey to ask the public what information they seek to find on the City of Lockhart website and 2) compare Lockhart website to other communities with high utilization of an innovative website
- 5.3 Streamline application processes of permits, developer proposals, engineering, employment, etc. to be placed on website (see 5.1)
- 5.4 Verify internet access at all City facilities



Goal #6: Development & Quality of Life

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

- 6.1 Consider proposed sidewalk ordinance
- 6.2 Facilitate/incentivize more housing options including:
 - Rental housing options
 - Workforce housing options
 - Higher-income housing
 - Infill/revitalized housing within centers of commerce (existing or planned)
 - Senior/retiree housing
- 6.3 Continue to promote family-friendly events in Downtown
- 6.4 Encourage higher development standards (within state legislature constraints) to research modernization techniques and make recommendations to City Manager for consideration
- 6.5 Continue to implement Animal Control Audit recommendations
- 6.6 Continue to provide concerts on the square

Goal #7: Revenue Sustainability

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

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

City of Lockhart Leadership

The 2022 City Council and Management Team participating:

City Council:

Lew White, Mayor

Angie Gonzales-Sanchez, Mayor Pro-Tem

Brad Westmoreland, Councilmember At-Large

Juan Mendoza, Councilmember District 1

David Bryant, Councilmember District 2

Kara McGregor, Councilmember District 3

Jeffrey Michelson, Councilmember District 4

Management Team:

Steve Lewis, City Manager

Julie Bowermon, Director of Human Resources

Connie Constancio, City Secretary

Travis Hughes, Director of Parks & Recreation

Randy Jenkins, Fire Chief

Mike Kamerlander, Economic Development Director

Sean Kelley, Public Works Director

Pam Larison, Director of Finance

Bobby Leos, Electric Superintendent

Victoria Maranan, Public Information Officer

Bertha Martinez, Director of Library Services

Ernest Pedraza, Chief of Police





City of Lockhart

2020-2021 Strategic Priorities

Prepared by:

