

PUBLIC NOTICE
AGENDA
LOCKHART CITY COUNCIL
August 20, 2024
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 amending the Interlocal Agreement between Capital Area Rural Transportation System (CARTS) and the City of Lockhart. | 5-52 |
| B. | Discuss Interlocal Cooperation Agreement between Lockhart Independent School District and the City of Lockhart regarding School Resource Officers for the 24-25 school year and a proposed First Addendum to the Interlocal Cooperation Agreement to include reimbursement from LISD to the City for SRO special assignment stipend. | 53-71 |
| C. | Discuss Ordinance 2024-21 amending un-codified Ordinance 2018-07, Section II (F) regarding the assignment of School Resource Officer within the Lockhart Police Department with all other sections of Ordinance 2018-07 remaining unchanged. | 72-79 |
| D. | Discuss Resolution 2024-20 by the City Council of Lockhart, Texas and for legislative support of the Texas State Highway 130 Concession Company and additional investment in infrastructure. | 80-82 |
| E. | Discuss Memorandum of Agreement (MOA) between the Guadalupe-Blanco River Authority (GBRA) and the City of Lockhart regarding the dedication of easements related to the Carrizo Groundwater Supply Project and related closing documents, and authorizing the Mayor to sign if approved. | 83-112 |
| F. | Discuss the Amended and Renewal of Interlocal Agreement (ILA) with Plum Creek Watershed Partnership and authorizing the City Manager to sign the document if approved. | 113-128 |

- G. Discuss Interlocal Agreement between Texas Municipal League Intergovernmental Risk Pool and the City of Lockhart for Cyber Liability and Data Breach Response Coverage. **129-138**
- H. Receive and discuss the 3rd Quarter Fiscal Year 2024 Investment Report. **139-148**
- I. Discuss contract for Election Services with the Caldwell County Elections Administrator to conduct the City of Lockhart's Special Election on November 5, 2024. **149-174**
- J. Discussion regarding nomination of Rob Ortiz to the Parks and Recreation Advisory Board by Councilmember John Castillo for a term to expire in November 2025. **175-179**

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 for the proposed City of Lockhart Fiscal Year 2024-2025 Budget. **180-181**
- 5. **CONSENT AGENDA**
 - A. Approve Memorandum of Agreement (MOA) between the Guadalupe-Blanco River Authority (GBRA) and the City of Lockhart regarding the dedication of easements related to the Carrizo Groundwater Supply Project and related closing documents, and authorizing the Mayor to sign if approved. **182-211**
 - B. Approve the Amended and Renewal of Interlocal Agreement (ILA) with Plum Creek Watershed Partnership and authorizing the City Manager to sign the document if approved. **212-227**
 - C. Approve Interlocal Agreement between Texas Municipal League Intergovernmental Risk Pool and the City of Lockhart for Cyber Liability and Data Breach Response Coverage. **228-237**
 - D. Accept the 3rd Quarter Fiscal Year 2024 Investment Report. **238-247**

6. DISCUSSION/ACTION ITEMS

- A. Discussion and/or action regarding amending the Interlocal Agreement between Capital Area Rural Transportation System (CARTS) and the City of Lockhart. **248-295**
- B. Discussion and/or action regarding Interlocal Cooperation Agreement between Lockhart Independent School District and the City of Lockhart regarding School Resource Officers for the 24-25 school year and a proposed First Addendum to the Interlocal Cooperation Agreement to include reimbursement from LISD to the City for SRO special assignment stipend. **296-314**
- C. Discussion and/or action regarding Ordinance 2024-21 amending un-codified Ordinance 2018-07, Section II (F) regarding the assignment of School Resource Officer within the Lockhart Police Department with all other sections of Ordinance 2018-07 remaining unchanged. **315-322**
- D. Discussion and/or action regarding Resolution 2024-20 by the City Council of Lockhart, Texas and for legislative support of the Texas State Highway 130 Concession Company and additional investment in infrastructure. **323-325**
- E. Discussion and/or action regarding contract for Election Services with the Caldwell County Elections Administrator to conduct the City of Lockhart's Special Election on November 5, 2024. **326-351**
- F. Discussion and/or action regarding nomination of Rob Ortiz to the Parks and Recreation Advisory Board by Councilmember John Castillo for a term to expire in November 2025. **352-356**

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

- Update regarding the TxCDBG water meter grant.
- Austin Community College Annexation Election: upcoming community outreach event.
- Update regarding the Downtown Revitalization Project - pre-construction meeting scheduled for August 22nd.
- Final Courthouse Nights music event of the summer will be held August 23rd.
- Lockhart Municipal Airport TxDOT paving project update - TxDOT anticipates resoliciting bids in November 2024 with construction estimated to start April 2025.

8. COUNCIL AND STAFF COMMENTS - ITEMS OF COMMUNITY INTEREST

9. 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 August 16, 2024 at 3:00 p.m.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: August 20, 2024

AGENDA ITEM CAPTION: Discuss amending the Interlocal Agreement between Capital Area Rural Transportation System (CARTS) and the City of Lockhart.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Joseph Resendez

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: On June 20, 2024, David Marsh, CARTS General Manager, submitted a funding request letter to staff for the City's Fiscal Year 2024-2025 budget for City Council consideration. CARTS is requesting \$40,000 to be approved by City Council for the upcoming fiscal year.

During the July 16th 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.

Previously, City Council approved an Interlocal Agreement with CARTS in August 2023 to include a \$20,000 contribution for Fiscal Year 2023-2024. In 2022, CARTS introduced the CARTS Now service. The added costs for this type of service requires a higher level of funding.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required: \$40,000

Account Number: 100-5101-711-00

Funds Available: \$20,000

Account Name: CARTS

FISCAL NOTE (if applicable): The current funds available are budgeted funds carried over from FY 2023-2024.

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Given the high level of local use of this service and CART's contemplated investment of a multi-modal station in Lockhart, an increase to \$30,000 would be appropriate.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

LIST OF SUPPORTING DOCUMENTS: First Addendum to ILA with CARTS, CARTS -
Presentation

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

WHEREAS, Capital Area Rural Transportation System (“CARTS”) and the City of Lockhart (“City”) entered a certain agreement entitled “Interlocal Cooperation Agreement Between The City of Lockhart and Capital Area Rural Transportation System” (“Agreement”) on August 25, 2023, a true and correct copy of which is attached hereto as Exhibit “1”; and

WHEREAS, the City desires to enter into an addendum to that Agreement whereby the City and CARTS agree that the Agreement will continue on a month-to-month basis on the same terms and conditions after September 30, 2025; and

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

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

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

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

**Article II.
TERM**

The term of this Agreement shall be for the period commencing on the Effective Date and ending on September 30, 2025, unless terminated earlier in accordance with applicable provisions herein. After September 30, 2025, this Agreement may continue in full force and effect on a month-to-month basis, on the same terms and conditions as are set forth herein, and is expressly agreed upon by the parties.

**Article IV.
PAYMENT BY CITY FOR SERVICES**

For CARTS’ performance of services under this Agreement, City agrees to pay CARTS the lump sum amount of [_____] Thousand and No/100 Dollars (\$[_____]00). The schedule for the City’s payment of the lump sum amount under this Agreement shall be mutually agreed to by CARTS and City.

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

IN WITNESS WHEREOF, the parties hereto have executed this First Addendum to the Interlocal Cooperation Agreement as of the ____ day of August 2024.

CITY OF LOCKHART, TEXAS

By _____
Lew White
Mayor, City of Lockhart

ATTEST:

By _____
Julie Bowermon,
City Secretary, City of Lockhart

APPROVED AS TO FORM:

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

**CAPITAL AREA RURAL
TRANSPORTATION SYSTEM**

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

EXHIBIT 1

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.

EXHIBIT 1

III.

SERVICES TO BE PROVIDED BY CARTS

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

IV.

PAYMENT BY CITY FOR SERVICES

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

V.

TERMINATION

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

VI.

MISCELLANEOUS

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

CITY:

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

CARTS:

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

EXHIBIT 1

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.

EXHIBIT 1

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

CITY:

CITY OF LOCKHART, TEXAS

By: Lew White Name: LEW WHITE Title: MAYOR

Date Signed: 8/15/23

FOR CITY, ATTEST:

FOR CITY, APPROVED AS TO FORM:

By: Julie Boweannon
JULIE BOWEANNON, City Secretary

By: Monte Akers
Monte Akers, City Attorney

CARTS:

CAPITAL AREA RURAL TRANSPORTATION SYSTEM

By: David L. Marsh
David L. Marsh, General Manager

Date Signed: August 25, 2023

EXHIBIT 1

EXHIBIT "A"

CARTS *Now* Microtransit Service

CARTS Country Bus Service

CARTS Interurban Coach service



June 20, 2024

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

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
and the San Marcos urbanized
area.

Dear Mayor White:

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 to our service area.

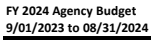
A CARTS representative is available to address the City Council during the budget process if you wish. We are happy to provide information to the council for consideration on the service provided to your citizens.

On behalf of CARTS, and the people we serve in your city, thanks for the past assistance and for your consideration of this request. I look forward to hearing from your office regarding any presentation you may want for us to provide, but please let me know if I can provide additional information about our services prior to that time. You can contact me at (512) 505-5678 or Dave@RideCARTS.com.

Sincerely,


David L. Marsh
General Manager

cc: Commissioner Rusty Horne

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CARTS				
Statement of Activities				
CARTSNow - Lockhart Service				
September 1, 2023 - May 31, 2024				
		Actuals as of 5/31/24	Projections June-August	Grand Total FY24
	Revenues			
	Interurban Service Revenue			
	1516 Fares	2,377.00	797.00	3,174.00
		2,377.00	797.00	3,174.00
	CARTSNow - Lockhart Revenue			
4150	Fares	27,349.31	10,336.00	37,685.31
	Total Revenues	27,349.31	10,336.00	37,685.31
	Expenses			
	Interurban Service Expenses			
	1516 Expenses	65,353.00	20,857.00	86,210.00
		65,353.00	20,857.00	86,210.00
	CARTSNow - Lockhart Expenses			
	Wages & Benefits			
5000	Salaries	147,590.25	52,115.66	199,705.91
5060	FICA	11,095.86	3,925.60	15,021.45
5070	Unemployment	463.12	80.57	543.69
5150	Worker's Compensation	5,560.33	1,980.67	7,540.99
5160	Health	33,987.46	11,257.36	45,244.81
5170	Retirement	841.83	286.02	1,127.85
5180	AD&D, Life & Dental	2,081.81	688.57	2,770.38
	Total Wages & Benefits	201,620.65	70,334.44	271,955.09
	Other Expenses			
6120	Credit Card Fees	1,842.28	783.00	2,625.28
6160	Drug/Physicals/Background	279.00	186.00	465.00
6750	Software and Network Support	8,221.00	3,057.00	11,278.00
	Total Other Expenses	10,342.28	4,026.00	14,368.28
	Vehicle Expenditures			
7100	Fuel	12,985.57	4,733.00	17,718.57
7200	Licensing & Registration	22.50	7.50	30.00
7455	Tires	25.88	50.00	75.88
7540	Vehicle Maintenance Outsourced	7.00	7.00	14.00
7550	VMC Parts	811.61	296.00	1,107.61
	Total Vehicle Expenditures	13,852.56	5,093.50	18,946.06
	Total Expenses	225,815.49	79,453.94	305,269.43

NTP ##-##: CARTS Lockhart Facility Feasibility

Background

The Capital Area Rural Transportation System (CARTS) submitted a request in December 2023 for technical assistance for a capital project development in Lockhart, Texas. The requested assistance is for a technical memorandum with supporting materials to aid CARTS to identify the feasibility or and requirements for a new capital facility. The initial request mentioned the materials may need to address feasibility, potential site/land acquisition, initial design parameters/considerations, and a cost estimate. The original submission noted a desire to have the information completed within six months by August 31, 2024. The level of detail for all activities is expected to be focused on conceptual findings sufficient for funding pursuit through the Capital Area Metropolitan Planning Organization (CAMPO), TxDOT PTN, etc.

The Goodman Corporation (TGC) developed the following scope of work after a meeting with representatives from CARTS, TxDOT PTN, and KFH on April 30, 2024.

Scope of Work

Task 1: Project Management, Kick-off, and Data Collection

TGC will provide monthly progress reports. TGC will hold a virtual project kick-off. The agenda will include a discussion expanding on previously provided information, development of a data request, and calendaring of potential site visit(s) at strategic time points. TGC will provide meeting notes and the bulleted list of requested information.

Deliverable: Kick-off meeting notes and data request

Task 2: Facility Requirements & Opportunities

TGC will build on the information in Task 1 by exploring CARTS' present and future transit service requirements relevant to Lockhart. TGC will then identify facility and site requirement parameters (the range of feasible) and develop a planning level building program. Interviews with CARTS staff and a site visit to existing CARTS facilities (e.g., Elgin) will inform the building program and site requirements. TGC will also discuss and explore potential partnerships between CARTS and other entities in Lockhart. TGC will identify the relative feasibility for a potential facility in Lockhart given the emerging service and facility requirements. The information will be documented in a concise memo. TGC will convene a virtual meeting with all project parties to discuss the findings.

This is a key decision point for if/how CARTS desires to continue with an abbreviated preliminary site selection in Task 3 and then in turn continue with Task 4's conceptual design and planning level cost estimate.

Deliverable: Technical memorandum

Task 3: Preliminary Site Selection

TGC will utilize the building program and site requirement parameters to explore potential parcels in Lockhart and the immediate vicinity. TGC has existing licenses to ESRI's ArcGIS Pro (including Business Analyst), CoStar (real estate data), and other relevant tools to inform a preliminary site selection. TGC will work with CARTS, and TxDOT PTN and KFH, to identify any additional essential elements before conducting the desktop level scan of potential sites (e.g., equity analysis, sensitive receptors, historic, floodplain, etc.). The exercise will yield a series of several maps with key site selection criteria for CARTS to use in the future. The exercise will also yield a prioritized short list of potential sites. TGC anticipates making the primary site visit for the project during this task. TGC will work with CARTS and all parties to identify a site to use as a case study in Task 4's conceptual work and planning level cost estimate.

Deliverable: Technical memorandum and map and/or spreadsheet

Task 4: Conceptual Design & Planning Level Cost Estimate

TGC will utilize CARTS' existing facility portfolio and lessons learned to develop a preliminary conceptual design for a Lockhart facility on one a potential site identified by CARTS. The purpose of the conceptual design is to illustrate building massing and site access in order to develop a planning level cost estimate. Photos or sketches of design elements from CARTS' existing facilities will be used to illustrate potential look and feel and will inform the cost estimate. The deliverable will be only detailed enough so as to be sufficient for seeking inclusion on CAMPO's Transportation Improvement Program and for funding pursuit.

Please note the conceptual work will not include any formal survey or utility exploration, but will instead rely on desktop review of available data and county appraisal district, City of Lockhart, and other publicly available datasets.

Deliverable: Conceptual design and planning level cost estimate spreadsheet

Task 5: Technical Documentation

TGC will document the project process and findings in a concise technical report. The report will include relevant appendix content from Tasks 1-4. The report may also be accompanied by Excel and GIS resources. The final outcome of the project is conceptual advanced planning sufficient in detail so as to submit the project to the CAMPO TIP. The report will highlight the technical next steps for CARTS.

The key next steps will likely be for CARTS to hold a public meeting to inform the final site selection, completion of a desktop environmental review to pursue a categorical exclusion determination, and to acquire the site. These activities will ensure the facility is ready for thorough funding pursuit.

Deliverable: Technical report with appendices and attachments

Deliverable Review and Release

All deliverables will be submitted to TxDOT PTN, within the timeframes outlined, for review prior to release to agency. Deliverables will be released to agency upon TxDOT consent.

Clarifications

The scope of work is to evaluate planning level feasibility for a CARTS transit facility in Lockhart and as such will be conducted within the following parameters:

- TGC provides a planning level conceptual design and planning level cost estimate to illustrate the potential fit of a facility on a one potential site but will not develop 30% schematic design or a detailed cost estimate as part of this scope of work.
- TGC provides a preliminary environmental screening for site prioritization but will not complete a full environmental analysis on a final site as part of this scope of work.
- TGC provides no Architectural or Engineering services as part of this scope of work, though the skillsets of such may be utilized during certain planning level activities.

TGC will communicate all routine items directly with CARTS during the course of the project. All substantial communications pertaining to deliverables, monthly progress reports, and other project management matters will include carbon copying Ken Hosen and Chad Ballentine at KFH and Nancy Hoehn and Vanessa Owens at TxDOT PTN. A biweekly placeholder meeting will be established to enable frequent as-needed coordination between TGC, CARTS, and other parties.

Budget & Timeline

The budget for this effort is \$63,054. **Table 1** presents the project budget.

Table 1. Project Budget

Staff	General Description of Work	Rate	Hours	Total
Project Manager – Ken Hosen, KFH	Review, oversight, and administration	\$272	6	\$1,632
Project Lead – Jonathan Brooks, TGC	Project lead, involved in all tasks	\$272	76	\$20,672
Greg Goodman	QA/QC site selection	\$270	22	\$5,940
Kirk Myers	QA/QC conceptual design & planning level cost estimate	\$270	31	\$8,370
Analysts	Assist task lead, contribute to all tasks, GIS analysis	\$170	119	\$20,230
Support Staff	Editing, graphic production	\$135	46	\$6,210
Total Labor			284	\$63,054
Direct Expenses				\$0
TOTAL COST				\$63,054

The consultants anticipate the study will take four (4) months. **Figure 1** shows the project timeline.

Month	Month 1	Month 2	Month 3	Month 4
Task 1: Project Management, Kick-off, and Data Collection				
Task 2: Facility Requirements & Opportunities				
Task 3: Preliminary Site Selection				

Task 4: Conceptual Design & Planning Level Cost Estimate	
Task 5: Technical Documentation	

Figure 1. Project Timeline

Texas Department of Transportation Authorizes work to begin on the below signed date:

TxDOT Public Transportation Division

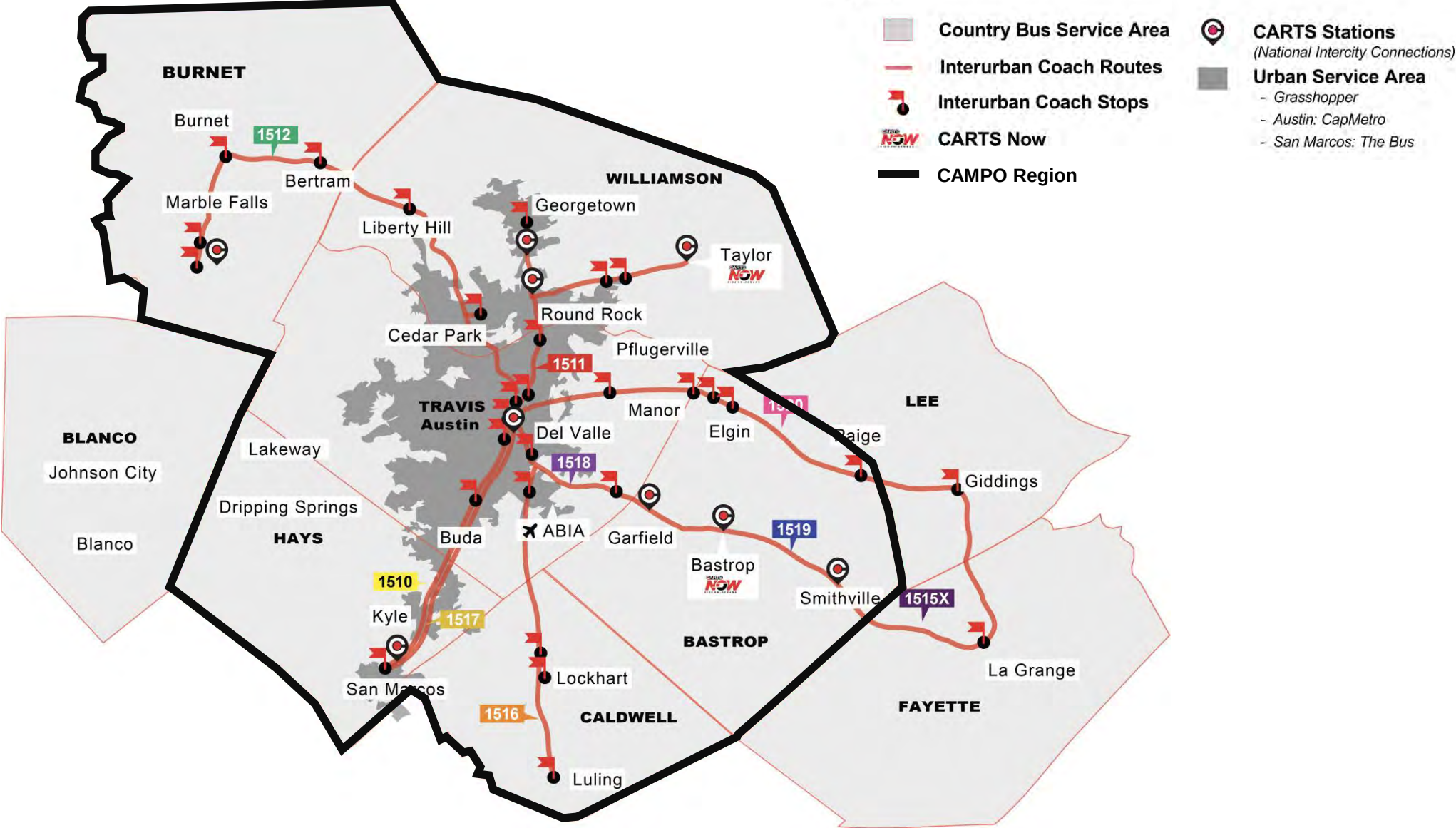
Date

CARTS Rural Transportation in Lockhart

July 2024



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

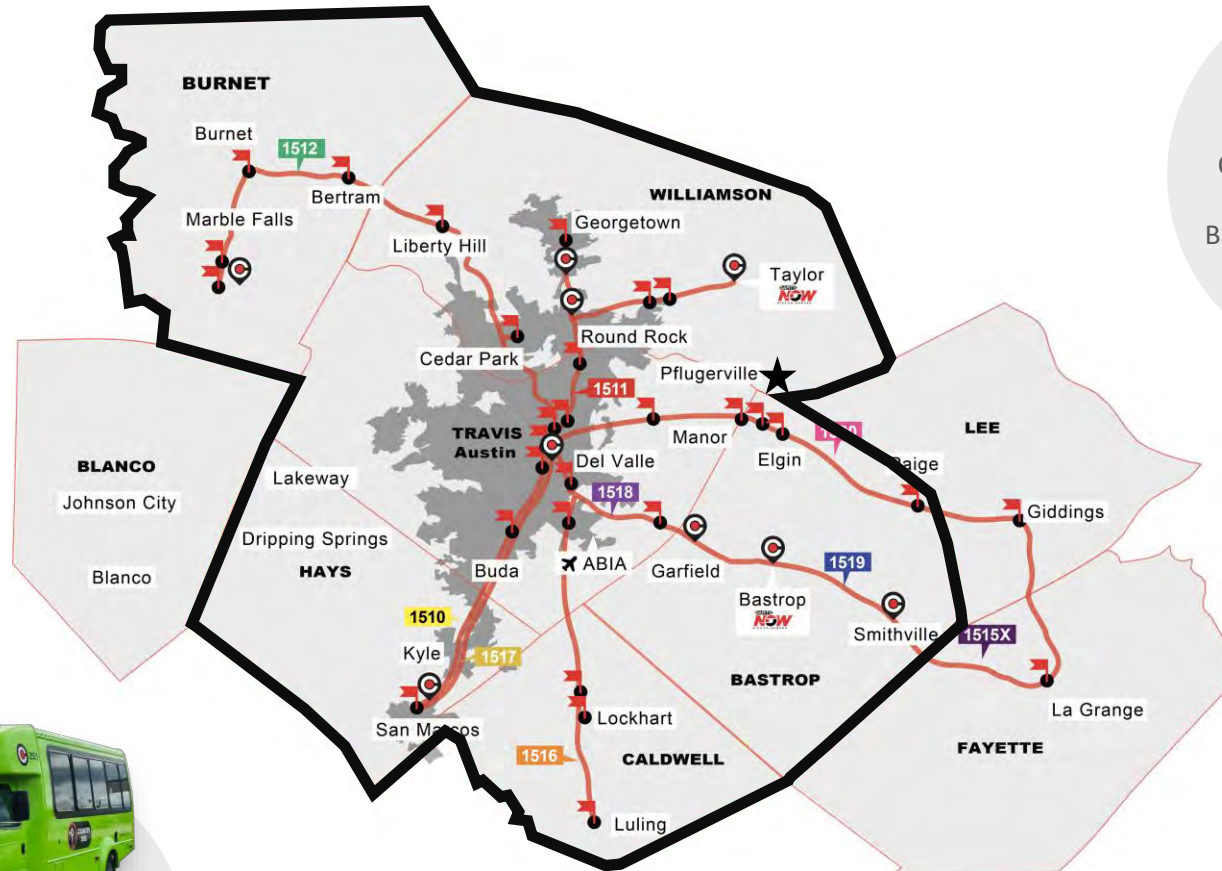


Country Bus

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



CARTS Country Bus Service

Call ahead rides to and from destinations in the CARTS district

- Available in specific areas on designated days
- Example – Lockhart to Luling on Mondays, Wednesdays and Fridays 9am return 12pm
- Local Service in Luling Monday through Friday 8am to 4:30p

24-hour call-ahead reservation is recommended
Same day reservations are based upon availability

512-478/RIDE (7433)

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.



CARTS

Interurban

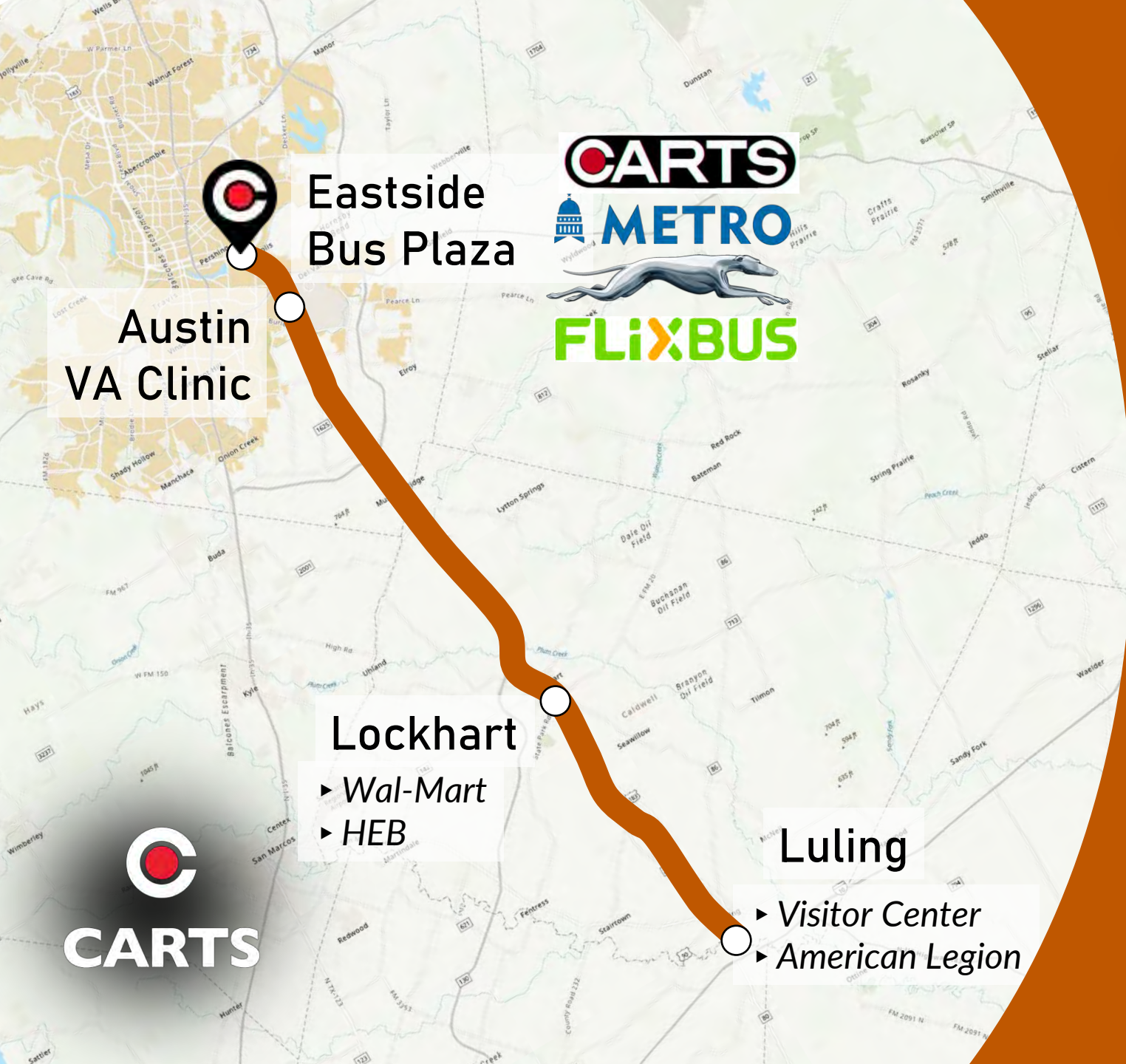
Coach Service

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

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

The Interurban Coach also makes connections to Greyhound, Capital Metro, and Amtrak.





1516 Orange Route

Austin
↔
Luling

*Mondays
Wednesdays
Fridays*



CARTS NOW on-demand Service

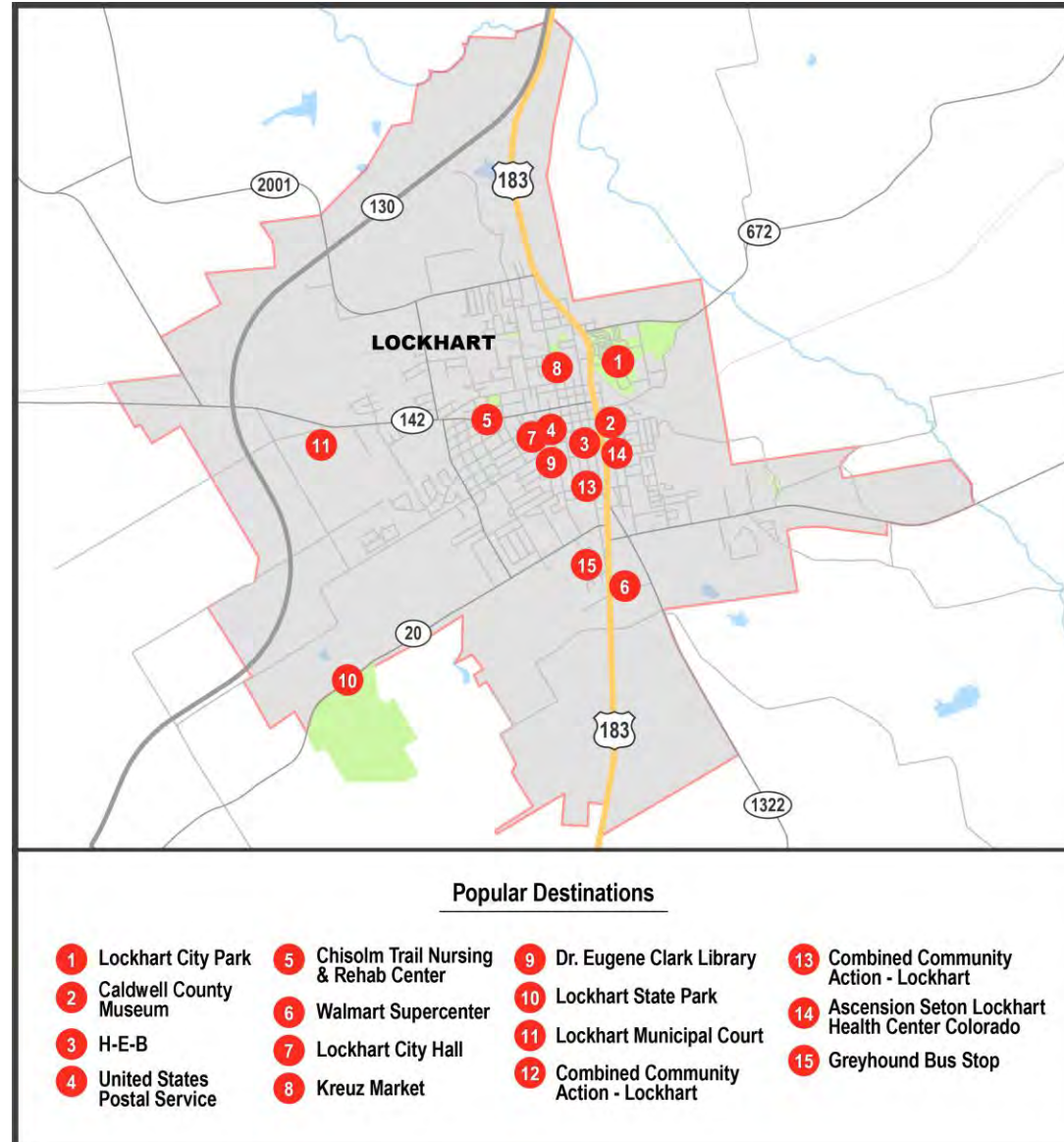
On-demand microtransit

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

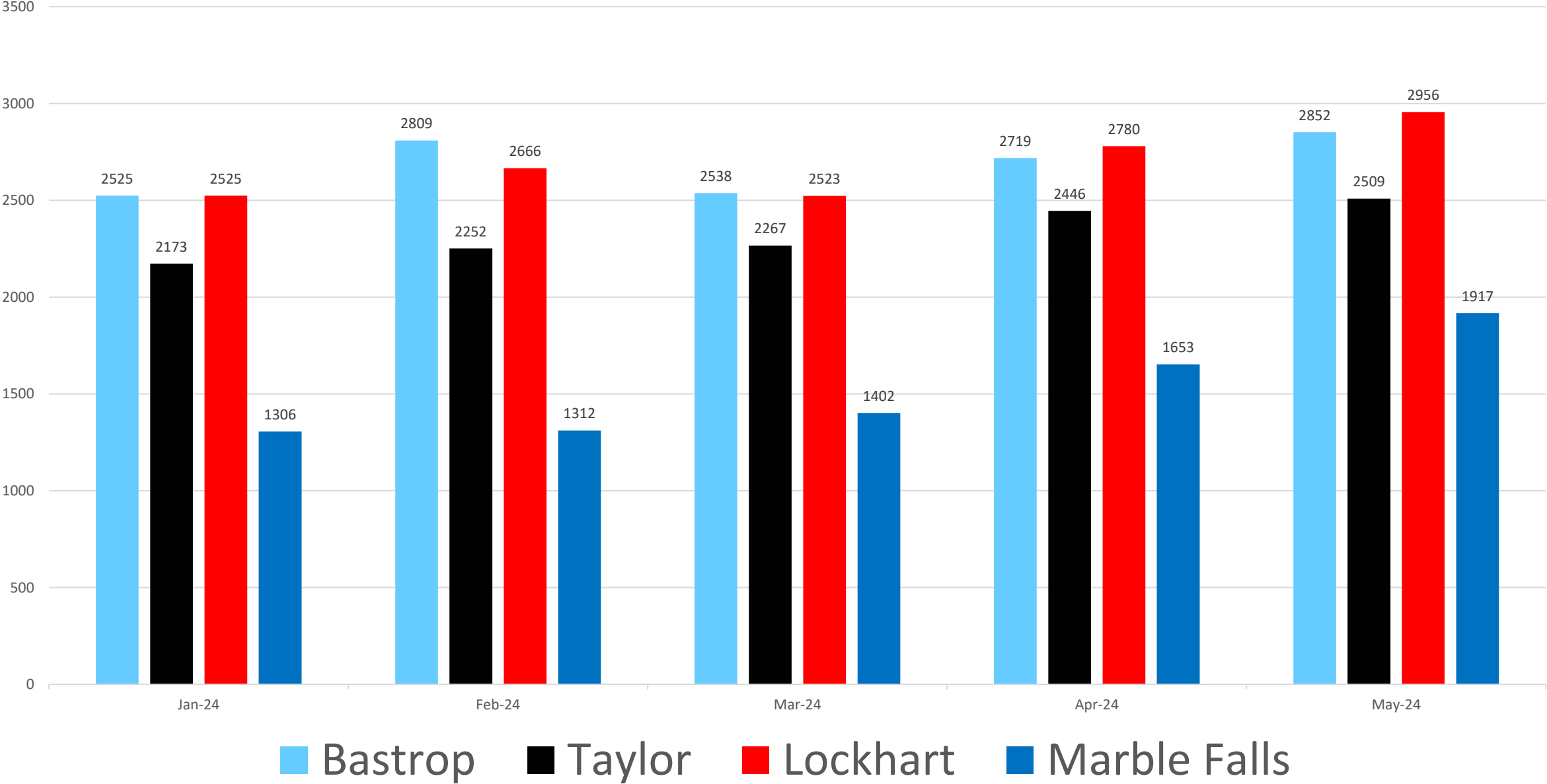
How to Book:

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

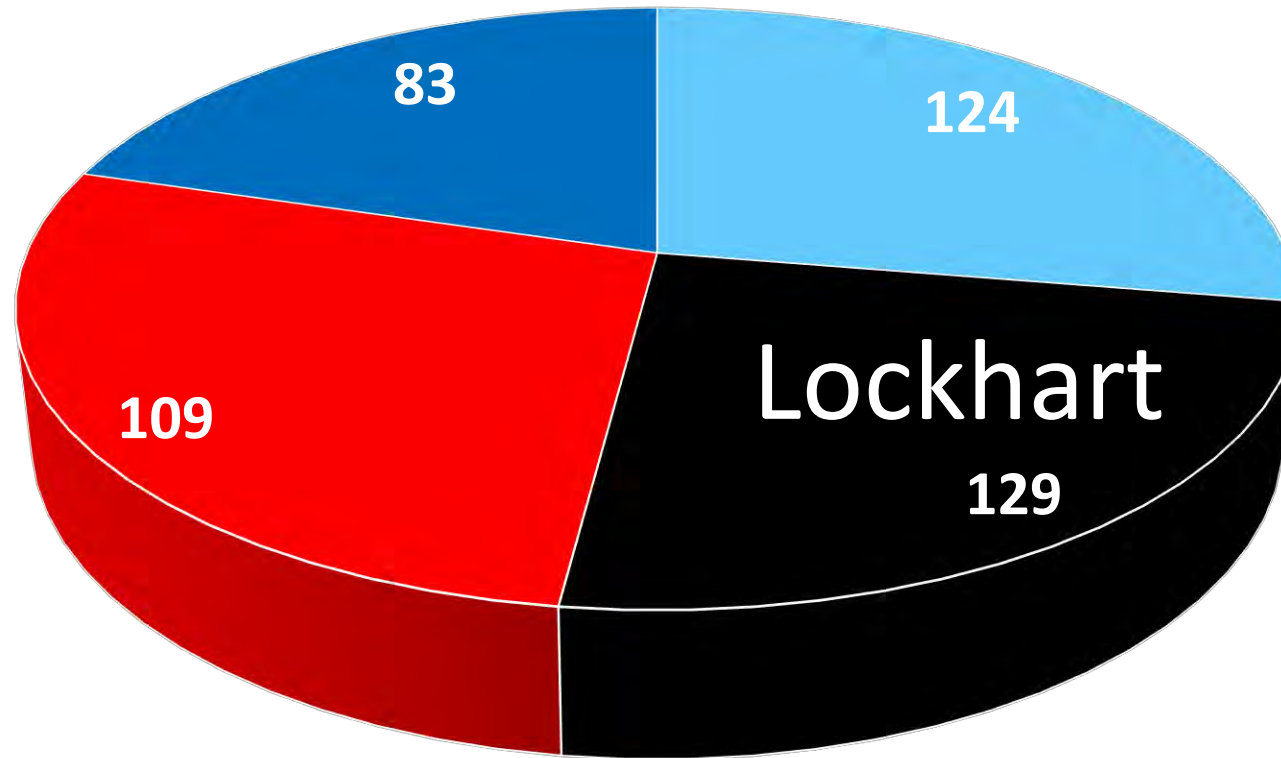
CARTS NOW currently operates in Lockhart, Marble Falls, Bastrop and Taylor. We are excited to announce that we will launch in Elgin and La Grange this September!



CARTS *NOW* Ridership



Average daily ridership May



■ Bastrop ■ Lockhart ■ Taylor ■ Marble Falls

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 passes are now available on the Journey app.

Download the app today.



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

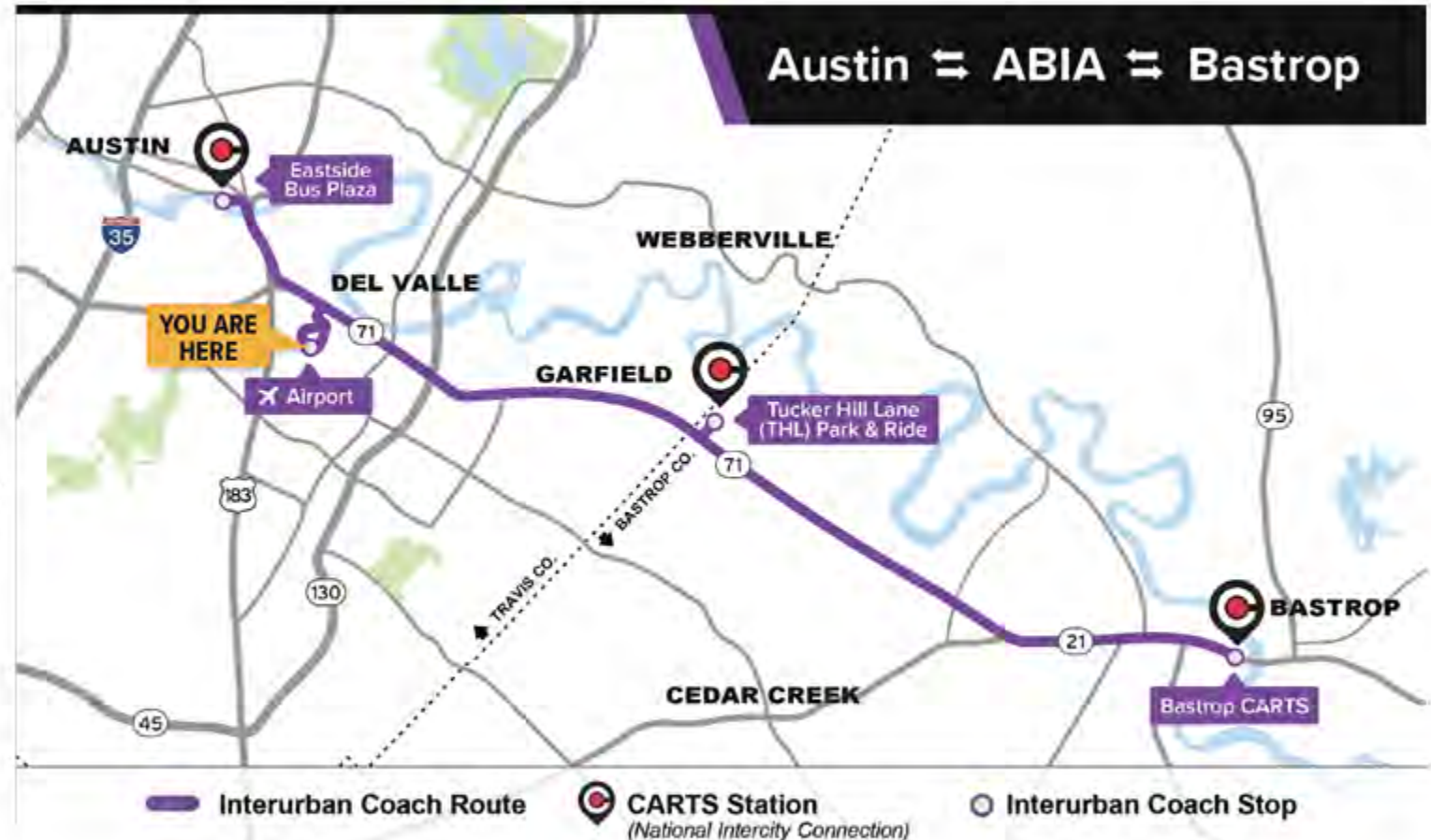
Just before boarding, tap on your pass to activate it. Present your pass to the operator while boarding, and you're off!



Scan the QR code or visit bytemark.co/journey

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



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



Did you know?

Free rides are available for seniors 60 and over on all CARTS Country Bus services!

You can now enjoy FREE rides on CARTS Country bus services covering Blanco, Burnet, Bastrop, Caldwell, Fayette, Lee, and the rural areas of Hays, Travis, and Williamson counties.



1

Seniors aged 60 and older, along with personal care attendants, can schedule rides at no cost.

2

The call taker will assist you in filling out the eligibility form and booking your trip hassle-free.

3

Whether it's for medical appointments, groceries, or leisure activities, CARTS has you covered.

Take advantage of prebooking for added convenience and stay connected with your community – book your ride today!

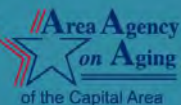


512-478-RIDE (7433)



Countrybus@RideCARTS.com

Funded in part by Texas Human Services and the Older Americans Act of 1965.



¿Sabías?

Hay viajes gratuitos disponibles para ¡Personas mayores de 60 años en todos los servicios de CARTS Country Bus!

Ahora puede disfrutar de viajes GRATUITOS en los servicios de autobús de CARTS Country que cubren los condados de Blanco, Burnet, Bastrop, Caldwell, Fayette, Lee y las áreas rurales de los condados de Hays, Travis y Williamson.



1

Las personas mayores de 60 años o más, junto con los asistentes de cuidado personal, pueden programar viajes sin costo alguno.

2

La persona que atiende la llamada lo ayudará a completar el formulario de elegibilidad y reservar su viaje sin problemas.

3

Ya sea para citas médicas, compras o actividades de ocio, CARTS lo tiene cubierto.

Aproveche la reserva previa para mayor comodidad y manténgase conectado con su comunidad: ¡reserve su viaje hoy!

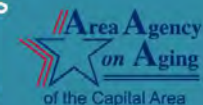


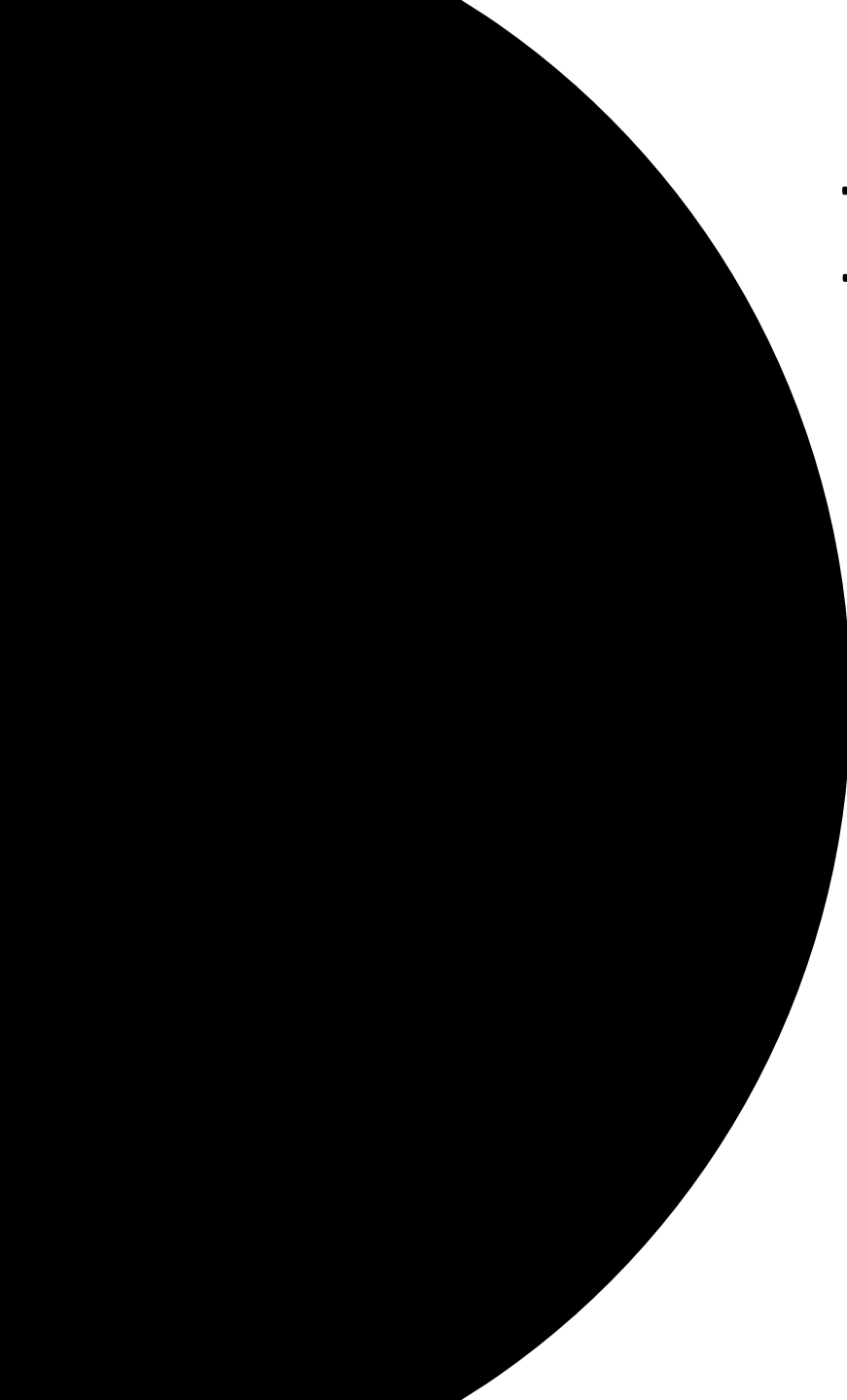
512-478-RIDE (7433)



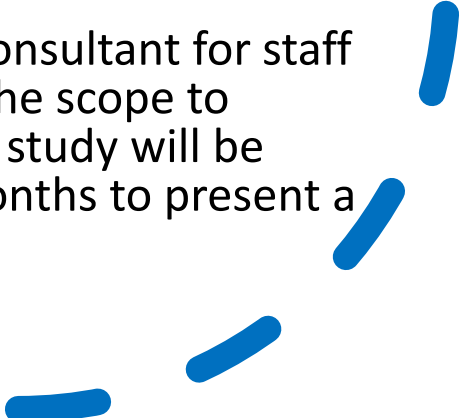
Countrybus@RideCARTS.com

Financiado en parte por los Servicios Humanos de Texas y la Ley de Estadounidenses Mayores de 1965.





Transit Technical Service Program Assistance for Planning of a Transit Center in Lockhart

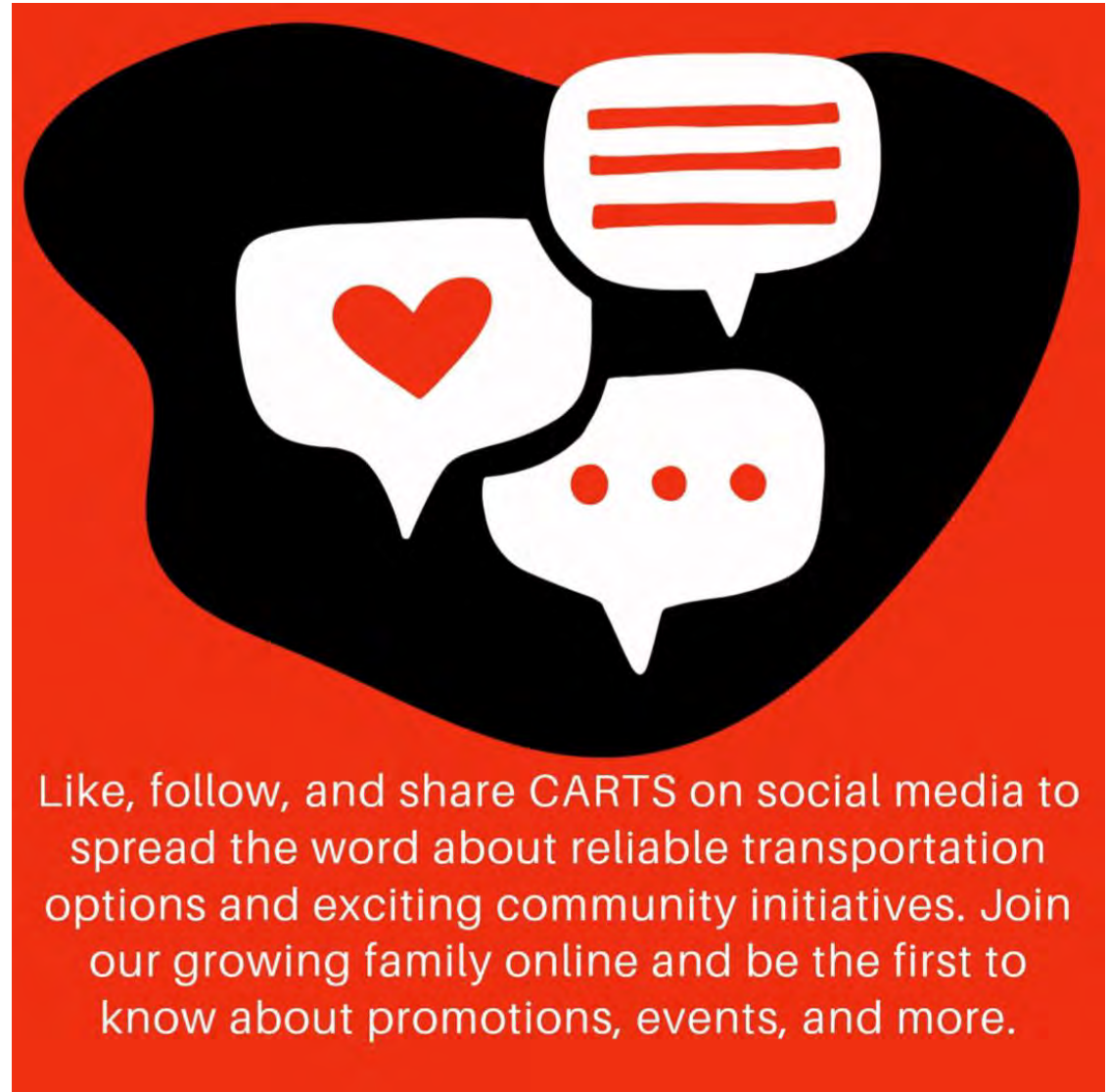
- A second Transit Technical Service Program project request that has been approved by TxDOT is to perform a feasibility analysis for a multimodal station in Lockhart. Staff envisions a report on the feasibility, potential site/land acquisition, initial design parameters/considerations and initial estimation of construction cost. Staff will use this study to apply for funds through the 2024 Project Call by the Capital Area Metropolitan Planning Organization (CAMPO), the TxDOT 2026 Coordinated Call, and/or any other grant opportunities from US DOT.
 - A draft scope of work was submitted by the consultant for staff comment prior to the consultant submitting the scope to TxDOT for their approval. It is anticipated the study will be underway in June with a duration of 3 to 4 months to present a final report.
- 

Help us Spread the word and Sign up for Updates!

Let us know if you can help share
information through:

- Email distribution
- Social Media
- Website
- Newsletters
- Events and Presentations

Follow us on Social Media: @ RideCARTS



Stay in Touch

- Email us: Dana@RideCARTS.com
- Phone: 512-505-5623
- Follow us on social media: @RideCARTS f @





Capital Area Rural Transportation System



COUNTRY BUS SCHEDULES

April 2024

COUNTIES SERVED

- BASTROP
- BLANCO
- BURNET
- CALDWELL
- FAYETTE
- HAYS
- LEE
- TRAVIS
- WILLIAMSON



CARTS COUNTRY BUS

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.

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.

**To Schedule your ride call
512 478-RIDE (7433)**

Rides are scheduled Monday thru Friday, 7am to 4pm. 24-hours advance notice is recommended. It's that simple. 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.

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		

JOURNEY BY BYTEMARK

CARTS bus passes are now available on your phone. Journey is a streamlined mobile ticketing app for use on public transportation. After creating an account, tap "**Buy Tickets**" 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.

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

CARTS INTERURBAN COACH



The Interurban Coach is a Regional Intercity Route providing connections between Austin, ABIA (Austin-Bergstrom International Airport), Bastrop, Bertram Burnet, Georgetown, Liberty Hill, Lockhart, Luling, Marble Falls, Round Rock, San Marcos, Taylor, Texas State University, La Grange, Giddings, Paige, Smithville, and Elgin. This service also makes connections to Greyhound, FlixBus, Capital Metro and Amtrak.

Registered CARTS customers who ride into Austin on the Interurban Coach routes can schedule a connecting ride on the Grasshopper to their destinations in Austin. Most Country Bus schedules make connections to Interurban Coach Routes.

CARTS GRASSHOPPER SERVICE

CARTS customers who use the Interurban Coach Routes into Austin can schedule a connecting ride from the CARTS Station to medical appointments or other business in Austin. The Grasshopper Service must be booked in advance and passengers 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 traveling to a VA Center).

Connecting rides subject to availability & offered at all CARTS stations.

INTERURBAN COACH ROUTES

- 1510 Interurban Coach IH 35
- 1511 Interurban Coach IH 35
- 1512 Interurban Coach HWY 183
- 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

INTERURBAN COACH FARES

- \$4 One-Way
- \$6 All-Day Pass
- \$88 Monthly Pass

*Reduced Fare: Does Not apply to Interurban Fares.



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

RideCARTS.com

You can access transportation services to Austin through CARTS Interurban Coach, while CARTS *NOW* offers on-demand rides within Lockhart's city limits. For detailed schedules, please visit [RideCARTS.com](https://ridecarts.com).

<i>Community Served</i>	<i>Destination</i>	<i>Route Day</i>	<i>Departure</i>	<i>Return</i>	<i>Fare</i>
City of Lockhart	To: Luling	Mon, Wed, Fri	9:00a	12:00p	\$4.00
	To: San Marcos	Mon, Wed, Fri	8:30a	12:30p 3:30p	\$6.00
	To: Kyle (Seton Medical)	Mon, Wed, Fri	8:00a	12:00p 3:00p	\$6.00
City of Luling	To: Kyle (Seton Medical)	Mon, Wed, Fri	8:00a	12:00p 3:00p	\$6.00
	Local Service	Mon – Fri	8:00a – 4:30p		\$2.00
	To: Lockhart	Mon, Wed, Fri	8:00a	12:30p	\$4.00
	To: San Marcos	Mon, Wed, Fri	8:00a	12:30p 3:30p	\$6.00
Dale	To: San Marcos	Thursday	8:00a	3:00p	\$6.00
Fentress	To: Lockhart	Tuesday	8:00a	3:00p	\$6.00
	To: San Marcos	Wednesday	8:00a	3:00p	\$6.00
Lytton Springs	To: San Marcos	Thursday	8:00a	3:00p	\$6.00
Martindale	To: San Marcos	Tuesday	8:00a	3:00p	\$6.00
Maxwell	To: San Marcos	Tuesday	8:00a	3:00p	\$6.00
Mendoza	To: San Marcos	Thursday	8:00a	3:00p	\$6.00
Neiderwald	To: San Marcos	Thursday	8:00a	3:00p	\$6.00
Prairie Lea	To: Lockhart	Tuesday	8:00a	3:00p	\$6.00
	To: San Marcos	Wednesday	8:00a	3:00p	\$6.00
Reedville	To: San Marcos	Tuesday	8:00a	3:00p	\$6.00
Stairtown	To: Lockhart	Tuesday	8:00a	3:00p	\$6.00
	To: San Marcos	Wednesday	8:00a	3:00p	\$6.00
Uhland	To: San Marcos	Thursday	8:00a	3:00p	\$6.00

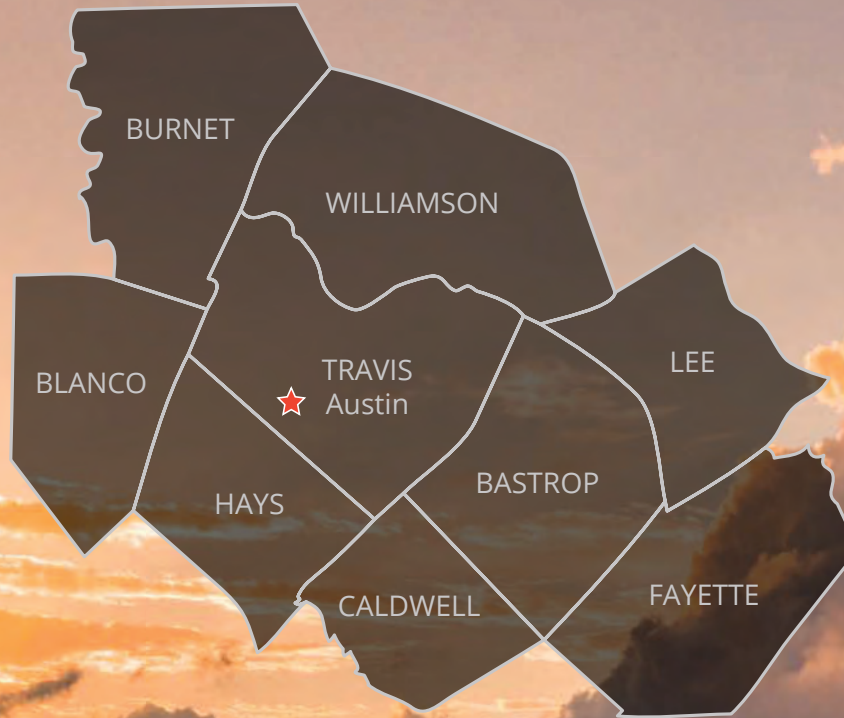


CARTS RIDE LINE 1 (512) 478-RIDE (7433)

[RideCARTS.com](https://ridecarts.com)



Capital Area Rural Transportation System



Phone
(512) 478-7433

Phone
(800) 456-7433

Email
info@RideCARTS.com

Website
RideCARTS.com



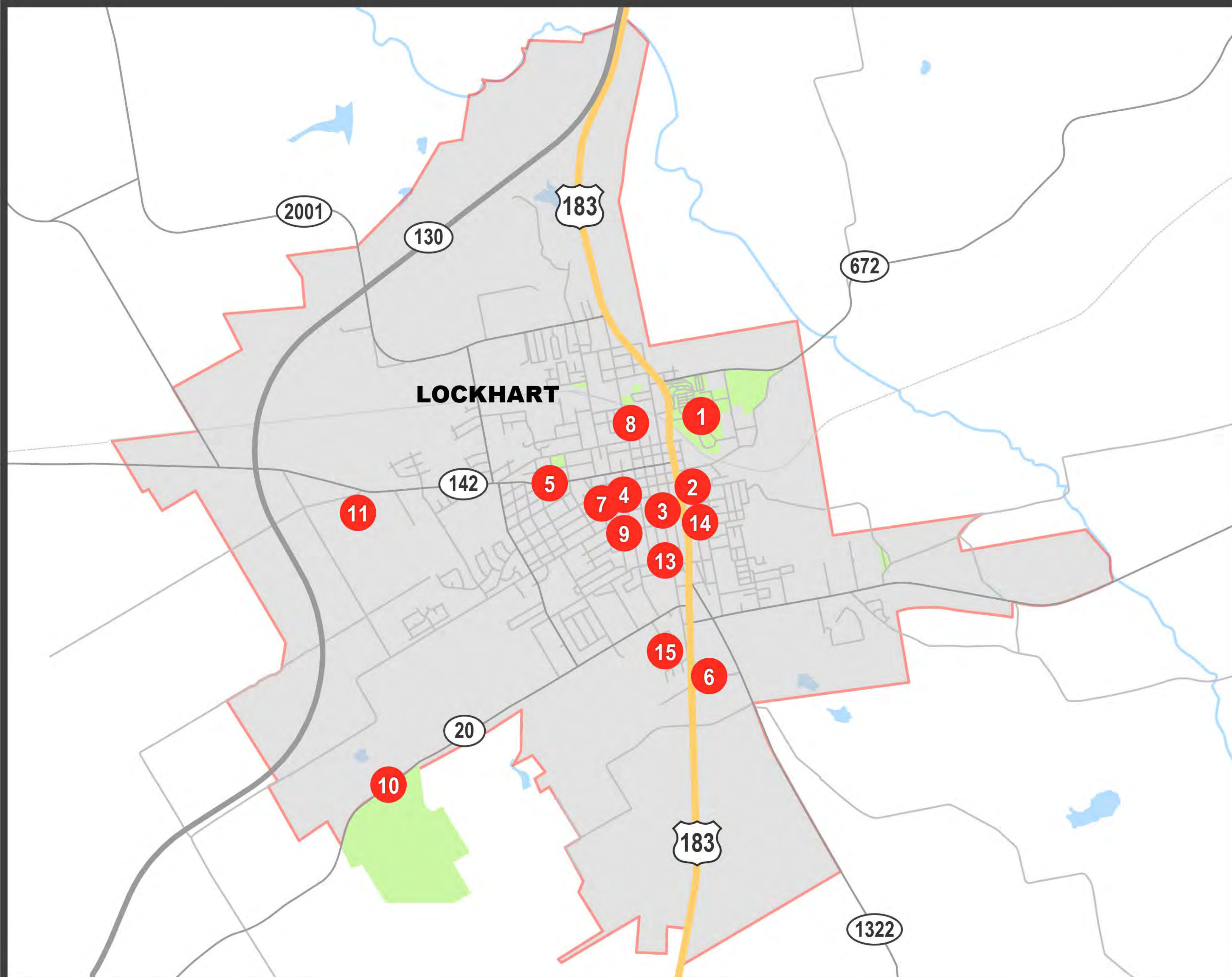
Your new way to get
around *lickety-split*.



Curb-to-curb rides Monday – Friday
7 a.m. – 7 p.m.



RideCARTS.com/NOW • 512-505-5666



Popular Destinations

- | | | | |
|--------------------------------|--|---|--|
| 1 Lockhart City Park | 5 Chisolm Trail Nursing & Rehab Center | 9 Dr. Eugene Clark Library | 13 Combined Community Action - Lockhart |
| 2 Caldwell County Museum | 6 Walmart Supercenter | 10 Lockhart State Park | 14 Ascension Seton Lockhart Health Center Colorado |
| 3 H-E-B | 7 Lockhart City Hall | 11 Lockhart Municipal Court | 15 Greyhound Bus Stop |
| 4 United States Postal Service | 8 Kreuz Market | 12 Combined Community Action - Lockhart | |



CARTS **NOW** **RIDE ON-DEMAND**

HOW TO RIDE and be on your way *lickety-split*.

1.

SEARCH
CARTS Now
on your phone
App Store.

2.

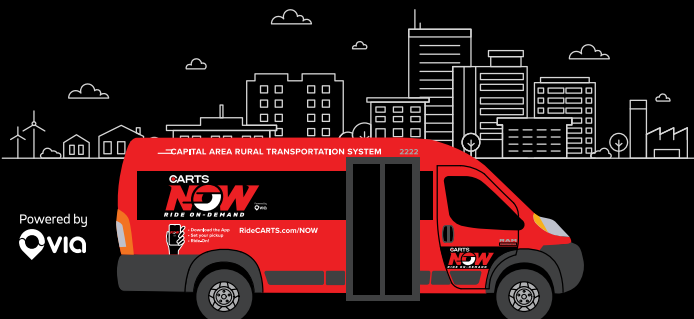
DOWNLOAD
the
CARTS Now
App.

3.

SIGN-UP
enter your credit
or debit card
information.



- Download the App
- Set your pickup
- Ride-On!



RideCARTS.com/NOW

512-505-5666



CARTS **NOW** **RIDE ON-DEMAND**

CÓMO MONTAR y seguir tu camino *lickety-split*.

1.

BUSCAR
CARTS Now en
la App Store
de su teléfono.

2.

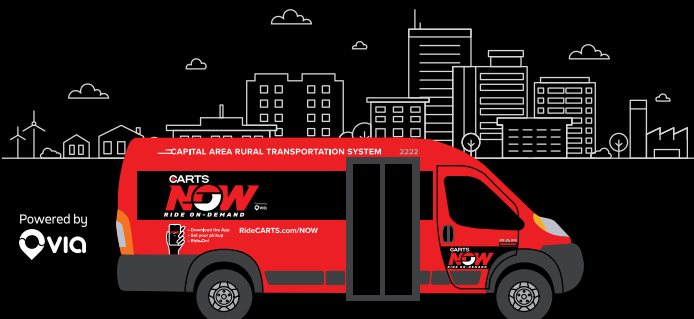
DESCARGE
el CARTS Now
App.

3.

REGISTRESE
ingrese la
información de
su tarjeta de crédito
o débito.



- Descarge el App
- Decida su Recogida
- Listo!



Powered by


RideCARTS.com/NOW

512-505-5666



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

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



INTERURBAN COACH ROUTES

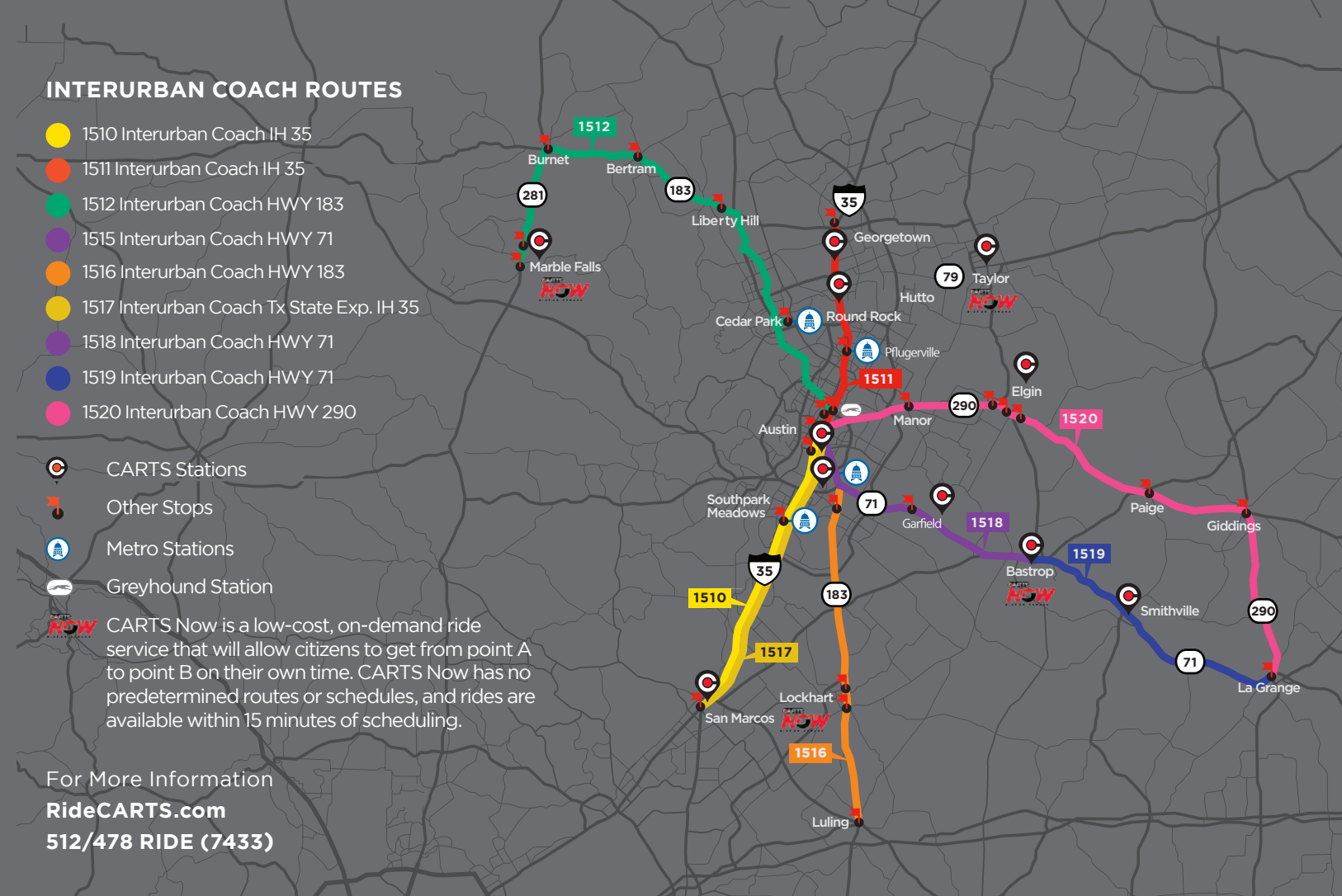
- 1510 Interurban Coach IH 35
- 1511 Interurban Coach IH 35
- 1512 Interurban Coach HWY 183
- 1515 Interurban Coach HWY 71
- 1516 Interurban Coach HWY 183
- 1517 Interurban Coach Tx State Exp. IH 35
- 1518 Interurban Coach HWY 71
- 1519 Interurban Coach HWY 71
- 1520 Interurban Coach HWY 290

- 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)



FARES / TARIFAS

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 dia)

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.

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 Grasshopper 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*	-

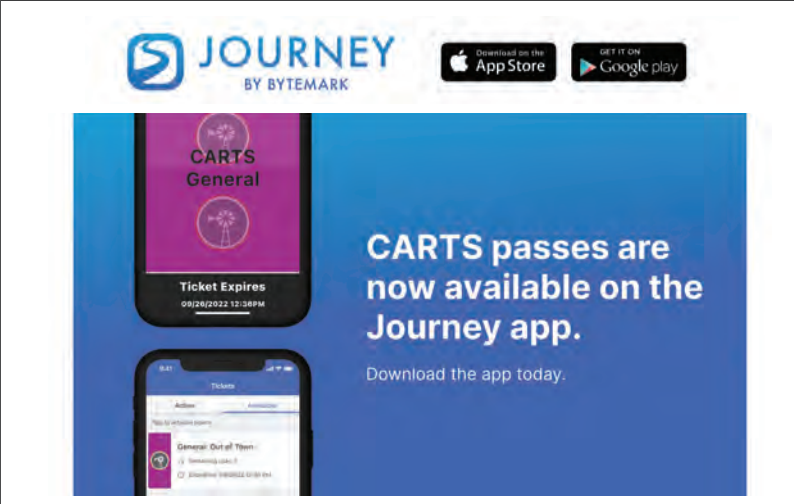
RED ROUTE	MONDAY - FRIDAY	
1511	INTERURBAN COACH NORTH IH 35	

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*



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	-

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: August 20, 2024

AGENDA ITEM CAPTION: Discuss Interlocal Cooperation Agreement between Lockhart Independent School District and the City of Lockhart regarding School Resource Officers for the 24-25 school year and a proposed First Addendum to the Interlocal Cooperation Agreement to include reimbursement from LISD to the City for SRO special assignment stipend.

ORIGINATING DEPARTMENT AND CONTACT: Police - Gary Williamson

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: This Interlocal Cooperation Agreement (ILA), for the 2024-2025 school year, between the Lockhart Independent School District and the City of Lockhart sets forth guidelines to ensure that Lockhart Police Department and Lockhart ISD have a shared understanding of the role and responsibility of each in maintaining safe schools, and supporting educational opportunities for all students. The agreement details the SRO program structure, services to be provided, general duties and responsibilities, training, financial responsibilities and equipment, and the relationship between the parties. Lockhart ISD approved the 2024-2025 school year ILA on July 22, 2024.

The purpose of the proposed First Addendum to the current ILA is to provide for reimbursement from LISD to the City for the amount of the SRO special assignment stipend paid to SROs. LISD is requesting and will fund the special assignment pay of \$1,000 per month from August 26, 2024 to May 31, 2025. This additional assignment pay shall cease at the end of the school year, May 31, 2025. This pay is in addition to their normal assignment pay of \$200 per month.

This addendum is expected to be considered by the LISD Board soon. Amendments to Ordinance 2024-21 will be considered on a separate agenda item which follows.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): If approved, the temporary increase in special assignment stipend expense will be offset by additional revenue to the General Fund received from Lockhart ISD for SRO services. Request for reimbursement as outlined in the SRO Interlocal

City of Lockhart, Texas

Council Agenda Item Cover Sheet

Cooperation Agreement will be submitted to LISD at the end of the 2024-2025 school year.

PREVIOUS COUNCIL ACTION: None.

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends approval of the Interlocal Cooperation Agreement between Lockhart Independent School District and the City of Lockhart regarding School Resource Officers for the 24-25 school year and the proposed First Addendum to the Interlocal Cooperation Agreement to include reimbursement from LISD to the City for SRO special assignment stipend as presented.

LIST OF SUPPORTING DOCUMENTS: Interlocal Cooperation Agreement: SRO School Year 24-25, 1st ADDENDUM TO ILA - COL & LISD for SRO 24-25

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN
LOCKHART INDEPENDENT SCHOOL DISTRICT and the CITY OF LOCKHART**

This Interlocal Cooperation Agreement ("Agreement") is made and entered into by and between Lockhart Independent School District ("Lockhart ISD"), a political subdivision acting through its Board of Trustees, and the City of Lockhart (hereinafter referred to as "the City"). Collectively, Lockhart ISD and the City may be referred to as the "Parties."

PREMISES

WHEREAS, Chapter 791 of the Texas Government Code, as amended, entitled Interlocal Cooperation Contracts, authorizes contracts between political subdivisions for the performance of governmental functions and services;

WHEREAS, Lockhart ISD is a public school district with campuses located within the jurisdictional boundaries of the City where the City presently provides law enforcement services;

WHEREAS, Lockhart ISD and the City each find that contracting for and with respect to the governmental services described herein will result in increased efficiency, economy, and enhanced public safety for the constituents of both Lockhart ISD and the City;

WHEREAS, Lockhart ISD and the City warrant that both possess adequate legal authority to enter into this Interlocal Agreement and their respective governing bodies have authorized each signatory official to enter into this Agreement and bind the local governments to the terms of this Agreement and any subsequent amendments hereto;

NOW THEREFORE, in consideration of the mutual covenants and agreements of the Parties, it is agreed as follows:

**Article 1 LEGAL AUTHORITY AND
PURPOSE**

- 1.1 The legal authority for the City of Lockhart and the Lockhart Independent School District to enter into this agreement is the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The purpose, terms, rights, and duties of the parties are stated below.
- 1.2 The purpose of this Agreement is to set forth guidelines to ensure that Lockhart Police Department ("LPD") and Lockhart ISD have a shared understanding of the role and responsibility of each in maintaining safe schools, improving climate, and supporting educational opportunities for all students.
- 1.3 The mission of the SRO program is to place a community law enforcement officer in the Lockhart ISD campuses to build working relationships with schools, students, and parents; to address on-site security; to maintain safe schools; to serve as a positive role-model for students

and to provide a direct link with the LPD.

Article 2 SRO PROGRAM STRUCTURE

- 2.1 Under this framework, the SROs are first and foremost law enforcement officers for the City of Lockhart. The SROs shall be responsible for carrying out all duties and responsibilities of a law enforcement officer and shall remain at all times under the control, through the chain of command, of the Lockhart Police Department (the LPD). School officials should ensure that non-criminal student disciplinary matters remain the responsibility of school staff and not the SROs. Enforcement of the Student Code of Conduct is the responsibility of teachers and administrators. The SROs shall refrain from being involved in the enforcement of disciplinary rules that do not constitute violations of law, except to support staff in maintaining a safe school environment.
- 2.2 Although the SROs have been placed in a formal educational environment, the SROs retain official duties of law enforcement officers. The SROs shall intervene when it is necessary to prevent any criminal act or maintain a safe school environment. Citations shall be issued and arrests made when appropriate and in accordance with Texas law and LPD policy. The SROs or the LPD will have the final decision on whether criminal charges shall be filed. The LPD reserves the right to temporarily remove the SROs in the event that additional officers are needed during a critical incident, natural disaster or for immediate service of public safety.
- 2.3 The SROs are not formal counselors or educators, and will not act as such. However, with the agreement of the LPD, the SROs may be used as a law enforcement resource to assist students, faculty, staff, and all persons involved with the school. The SROs can be utilized to help instruct students and staff on a variety of subjects, ranging from alcohol and drug education to formalized academic classes. The SROs may use these opportunities to build rapport between the students and the staff.
- 2.4 The SROs will confer with the principal, as needed, to develop plans and strategies to prevent and/or minimize dangerous situations and criminal activity on or near the campus or involving students at school-related activities.
- 2.5 The SROs will notify the campus principal if it is necessary for them to be out-of-district during regular school hours during non-emergency situations.

Article 3 SERVICES TO BE PROVIDED

The City, through its Police Department, will be responsible for the following:

- 3.1. Providing police officers licensed by the State of Texas for service as school resource officer (SROs) to be assigned to the Lockhart High School, Lockhart Junior High School, and District-wide Supervisor for the 2024-2025 school year.

- 3.2. SROs will be assigned on a full-time basis, forty (40) hours each work week, according to the daily schedules agreed upon by the Parties, less any scheduled vacation time, sick time, training time, court time, or any other law enforcement related activity, including emergencies.
- 3.3 The Parties acknowledge the importance of having the same SROs present in Lockhart ISD on a day-to-day basis in order to promote continuity and familiarity with Lockhart ISD and its students. To that end, the Parties agree that every effort should be made to schedule and/or designate the SROs vacation days, compensatory time, and other days off at times when school is not in session or at other times when the SROs' absences will not otherwise create an unnecessary risk or hamper school operations. The SROs will coordinate vacation hours with the principal of the school to which each SRO is assigned.
- 3.4 Should any officer assigned as an SRO during the active school year be absent for more than two consecutive school days, the LPD shall notify principal of the campus to which the SRO is assigned with the name of the officer substituting during the absence. Lockhart ISD must approve of the officer who is assigned as a substitute.
- 3.5 The SROs shall follow the policies and procedures of Lockhart ISD to the extent those policies do not conflict with the policies and procedures of the City or LPD.
- 3.6 The SROs will coordinate and cooperate with the Lockhart ISD Superintendent and other Lockhart ISD administrative staff in carrying out their day-to-day duties as SROs. The City retains final authority over the SROs' law enforcement responsibilities. The SROs may, however, take the school's wishes into consideration, as the officer deems appropriate.
- 3.7 The duties, schedule, and responsibilities of SROs on days when school is not in session shall be determined solely at the discretion of the LPD.
- 3.8 **SROs DUTIES:** The ultimate goal of the SRO is to maintain a peaceful environment that allows the learning process to continue uninterrupted. The duties to be performed by the SROs include, but are not limited to, the following:
- a. Establish a bond and act as liaison between the LPD and school administrators and student in an effort to reduce or eliminate the opportunity for crime, project a positive image of the LPD and improve the quality of life within the school and community.
 - b. Patrolling areas within or in the vicinity of the geographical boundaries of Lockhart ISD to protect all students, personnel, and visitors.
 - c. Being a visible presence during the school day in order to assist the Lockhart ISD administration with general public safety services during school hours.
 - d. Helping Lockhart ISD administrators maintain the peace and/or address a breach of the peace as needed.

- e. Engaging in all law enforcement activities arising from the enforcement of criminal laws or Lockhart ISD policies and rules, including, but not limited to, intervening in and investigating alleged crimes or violations of Lockhart ISD rules, issuing citations, transporting arrested persons, completing follow-up activities, filing of affidavits and complaints, and participating in legal proceedings resulting from the law enforcement services provided in accordance with this Agreement. However, violations of Lockhart ISD policies and rules that are strictly personnel matters and non-criminal in nature will only be assigned to the SROs for investigation at the specific direction of the Lockhart ISD Superintendent.
- f. Responding to calls for services during the course of the regular school day or when serving in support of an official Lockhart ISD extracurricular or after-school activity.
- g. Assisting in providing security as needed for after-hour activities and events taking place at Lockhart ISD facilities.
- h. Mediating disputes on campus, including working with students to help solve disputes in a non-violent manner.
- i. Accompanying outside service providers during random canine searches conducted on Lockhart ISD property.
- j. Preventing property loss due to theft or vandalism.
- k. Providing traffic control as needed.
- l. Assisting Lockhart ISD with its Emergency Operation Plan.
- m. Assisting with school safety projects, scheduling and maintaining emergency drills, emergency response, and after-action reviews within Lockhart ISD.
- n. Providing training for staff as requested by the Lockhart ISD Superintendent.
- o. Serving as a resource for law enforcement education at the request of the Lockhart Superintendent, such as speaking to classes on the law, search and seizure, drugs, or motor vehicle laws.
- p. Maintaining the confidentiality of student records as required by the Family Educational Rights and Privacy Act. The SROs shall not disclose to the City or the LPD any other third party education records of a student which the SROs obtain by virtue of the SROs' position with the school unless such information is obtained by the SROs in the course and scope of performing their duties in accordance with this Agreement. The SROs shall not provide student education records to other law enforcement agencies informally for external investigations.

- q. Preparing reports and documentation related to events occurring within the geographic boundaries of the City of Lockhart.
- r. Participate, as necessary or requested by the District, in District or campus Threat Assessment Teams, as described by Texas Education Code§ 37.115.
- s. Performing other duties that may be assigned from time to time by Lockhart ISD, provided that the duty is legitimately and reasonably related to the services as described herein and is consistent with Federal and State law, local ordinances and orders, laws applicable to Lockhart ISD, Lockhart ISD's policies, procedures, rules, or regulations relating to the subject matter of this Agreement, and the policies, procedures, rules, and regulations of the City.

3.9 When the SROs take a person into custody in the course of performing their duties on behalf of Lockhart ISD under this Agreement, Lockhart ISD shall receive notification of the incident from the City within the timeframe required by law and of the disposition of the individual to the extent allowed by law.

3.10 **REPORTING DUTIES:** Lockhart ISD and LPD shall maintain records of every campus-based incident resulting in police involvement. The records shall be disaggregated by:

- Description of the incident
- Names of the officials involved
- Name of student involved
- Manner in which the LPD was notified
- Searches/questioning of students
- Tickets, citations, or summonses issued
- Arrests made
- Filing of delinquency petitions, referrals to a probation officer, and other referrals to the juvenile justice system, and
- Any police action the SRO took relative to the offense.

Data shall also be disaggregated by:

- Race
- Ethnicity
- Age
- Grade
- Gender
- Disability
- English-language learner status, and
- Economically disadvantaged status.

3.11 If it is necessary to question or interview a student at school for any purpose other than a child abuse investigation, the SROs will contact the campus principal of the student's campus. The principal will:

- a. Verify and record the identity of the officer or other authority and request an explanation of the need to arrest the student at school.
 - b. Make reasonable efforts to notify the student's parents or other person having lawful control of the student. If the SRO/designee raises criminal allegations against the student's family members, campus administration will be prohibited by the SRO/designee to notify parents/family members.
 - c. The principal or a designee ordinarily shall be present during the questioning or interview. If the interviewer presents what the principal considers to be a valid objection to a third party's presence, the interview shall be conducted without that person's presence.
- 3.12 If a student at school is arrested or taken into custody by an SRO, the principal shall immediately notify the Lockhart Superintendent and ordinarily notify the parent or other person having lawful control of the student. If the SRO raises what the principal considers to be a valid objection to notifying the parent at that time, the principal shall not notify the parent.
- 3.13 The School District and the LPD agree that canine contraband services will be conducted by a LPD Narcotic Drug Detection Dog. The Canine Handler will coordinate with campus administration and the SRO to plan dates for the canine searches. The School District and LPD agree to conduct ten (10) searches throughout the school year for the School District. Additional Narcotic Drug Detection Dog searches will be conducted by LPD at a cost of one hundred and fifty dollars per search, not to exceed 20 additional searches and to be billed monthly. The procedures for the searches will be determined by the LPD, with input from the School District.

Article 4

GENERAL DUTIES AND RESPONSIBILITIES

- 4.1 The City agrees to perform any obligations required to maintain the SROs as commissioned law enforcement officers with full Texas peace officer status; including but not limited to, providing the SROs with any and all continuing training necessary to maintain their TCLEOSE certification.
- 4.2 The SROs assigned to Lockhart ISD shall be subject to the approval of the Lockhart ISD Superintendent and LPD. Lockhart ISD understands that the City or LPD may rotate or change any officer assigned to serve as an SRO; provided, however, that Lockhart ISD may refuse any particular officer assigned as an SRO and request assignment of a different officer.
- 4.3 Any properly licensed officer providing SRO services under this Agreement shall be vested with powers, privileges, and immunities of a peace officer within all territory contained in the boundaries of Lockhart ISD and while on any property under the control and jurisdiction of Lockhart ISD or otherwise in the performance of his/her duties under the guidelines of Lockhart ISD policies and regulations.

- 4.4 The City will authorize the SROs to carry a weapon and act as a peace officer at all times, so long as the officer is acting under his/her official capacity. Likewise, Lockhart ISD specifically authorizes each SRO to carry a weapon in performing services at all schools and property within Lockhart ISD. When not on duty as SROs, the officers' rights to carry a firearm will be governed by provisions and rules set forth by TCOLE and the City and District Policies CKE (Legal) and GKA (Legal).
- 4.5 As City employees, any disciplinary action taken against the SROs shall follow the policy and procedure set forth in the employee handbook of the City.
- 4.6 Lockhart ISD will report all required student misconduct to the City in accordance with Texas Education Code § 37.015. The City will make all reports regarding students as required by Texas Code of Criminal Procedure Art. 15.27.
- 4.7 Subject to its obligations under the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, Lockhart ISD agrees to provide the SROs with (a) unrestricted access to student and personnel records as necessary for the investigation of criminal offenses that occur on school property or in conjunction with a school event or activity, to collect certain incident-based data, or to ensure the safety and security of school campuses or events, and (b) unrestricted access to technology installed at Lockhart ISD, including surveillance cameras, to provide for safety and security. SROs shall be designated as "school officials" under Lockhart ISD Policy FL (local) for purposes of access to student records to enable the SROs to perform the duties set out in this Agreement.
- 4.8 The Parties shall each monitor, review and provide oversight and supervision of the services as they are provided and each agree to notify the other as soon as reasonably possible in the event the level or quality of any scheduling, operating, service or performance issue becomes unsatisfactory.
- 4.9 The Parties recognize that the services to be provided by the City may be limited to the extent that said services conflict with or compromise the City's ability to provide effective law enforcement services to the City generally; and, should a conflict arise between the policies of Lockhart ISD and the City, the City policy shall prevail. The Parties agree to work in good faith to resolve conflicts with their best reasonable efforts; however, should such conflicts occur which prevent the City from meeting its obligations under this Agreement, the City acknowledges such conflict constitutes good cause to terminate the Agreement.
- 4.10 The Parties agree that they will use their best reasonable efforts to coordinate media relations pertaining to law enforcement incidents and investigations occurring pursuant to this Agreement prior to the release of information whenever possible. Information will only be released by a Party in accordance with established law and its existing policies and procedures.
- 4.11 Nothing in this Agreement prevents Lockhart ISD from continuing its practice of hiring off-duty police officers to provide security at sporting events, after-hour activities, or other events. This Agreement shall not govern off-duty peace officers hired for these purposes.

Article 5
TRAINING

- 5.1 All SROs placed with the District shall complete the education and training program required by Section 1701.263, Texas Occupations Code. Such training must be completed with 120 days of placement at the District.
- 5.2 All SROs place with the District shall complete an active shooter response training program approved by the Texas Commission on Law Enforcement in accordance with Texas Education Code§ 37.0812(a).
- 5.3 All SROs place with the District shall complete a Texas Education Agency-approved training on the use of a bleeding control station in accordance with Texas Education Code§ 38.030(b)(3)(B).

Article 6
FINANCIAL RESPONSIBILITIES & EQUIPMENT

- 6.1 The City shall provide the SROs with all wages, salaries, or other compensation, and benefits of similarly-situated and classified employees of the City. The City shall also be directly responsible for the payment of all payroll taxes, bond costs, retirement contributions, overtime, social security taxes, if any, and all other payroll expenses.
- 6.2 Lockhart ISD will be responsible for reimbursing the City at the end of school year for the SRO's salary and benefits as the approved school calendar of student in person learning plus two additional days as set out in Exhibit A. In addition, Lockhart ISD will be responsible for reimbursing the City of Lockhart at the end of the school year for the police supervisor's salary and benefits for 100% of approved school calendar plus two additional days. Lockhart ISD agrees to reimburse the City of Lockhart for the cost of two vehicles as detailed in Exhibit A and the cost for uniform and equipment for two officers as detailed in Exhibit A.
- 6.3 The City shall keep and maintain accurate records of dates of service and the hours served by the SROs. The City shall be responsible for calculating and documenting the charge for services rendered pursuant to this Agreement. With 48-hour notice, the City shall promptly provide Lockhart ISD with access to all time calculation records maintained by the City for any SRO services provided pursuant to this Agreement.
- 6.4 Overtime hours that relate to SRO duties must be authorized and approved by the Lockhart ISD Superintendent prior to the performance of the overtime work and will be paid in accordance with procedures established by the City. The Parties acknowledge that emergency situations or unscheduled events may require overtime hours for the SROs without advanced notice. Should such emergency or unplanned event occur, the SROs shall notify the Superintendent the next work day, or as soon as practicable. Excluding emergencies and unplanned events, if the SROs fail to obtain such permission for overtime hours, the City will be responsible for the costs of any overtime compensation to the SROs.

- 6.5 Lockhart ISD will pay for any additional SRO training that Lockhart ISD may require unrelated to TCOLE training requirements.
- 6.6 The Parties agree to provide the following equipment and materials to the SROs:
- a. The City shall furnish the SROs with all equipment routinely assigned to law enforcement personnel who serve the City. The City will maintain and service all equipment used by the SROs in providing services to Lockhart ISD. Equipment includes, but is not limited to, uniforms, computers and computer equipment, firearms, radios, and all other devices used by the City law enforcement personnel in the performance of their duties. City will also provide a fully equipped patrol car to each SRO.
 - b. Lockhart ISD will provide the SROs with office space on school property, a telephone, computer, and other office equipment to perform duties under this Agreement, and as mutually agreed by the Parties. Lockhart ISD will provide the SROs with a map and personnel roster for each campus and Central Office.
 - c. The Lockhart ISD will provide the SROs with access to its facilities as needed to conduct law enforcement business regarding the securing of evidence in crimes and interviewing individuals in connection with a criminal investigation into crimes conducted on school property on in conjunction with a school event or activity.

Article 7

RELATIONSHIP BETWEEN THE PARTIES

- 7.1 Notwithstanding any provision to the contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by governmental entities. The relationship of Lockhart ISD and the City shall, with respect to that part of any service or function undertaken as a result of or pursuant to this Agreement, be that of independent contractors.
- 7.2 Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship.
- 7.3 Officers employed by the City and assigned by the LPD to serve as SROs at Lockhart ISD are and will remain City employees.
- 7.4 The City shall have no liability whatsoever for or with respect to Lockhart ISD's use of any Lockhart ISD property or facility, or the actions of, or failure to act by, any employees, subcontractors, agents or assigns of Lockhart ISD. Lockhart ISD covenants and agrees that:

- a. Lockhart ISD shall be solely responsible, as between Lockhart ISD and the City and the agents, officers and employees of the City, for and with respect to any claim or cause of action arising out of or with respect to any act, omission, or failure to act by Lockhart ISD or its agents, officers, employees, and subcontractors, while on Lockhart ISD property or while using any Lockhart ISD facility or performing any function or providing or delivering any service undertaken by Lockhart ISD pursuant to this Agreement.
 - b. For and with respect to the services to be provided by the City to Lockhart ISD pursuant to this Agreement, Lockhart ISD hereby contracts, covenants, and agrees to obtain and maintain in full force and effect, during the term of this Agreement, a policy or policies of insurance, or risk pool coverage, reasonably expected to insure Lockhart ISD and its agents, officers, and employees from any and against any claim, cause of action or liability arising out of or from the action, omission, or failure to act by Lockhart ISD, its agents, officers, employees, and subcontractors in the course of their duties.
- 7.5 Lockhart ISD shall have no liability whatsoever for or with respect to the City's use of any City property or facility, or the actions of, or failure to act by, any employees, subcontractors, agents, or assigns of the City. The City covenants and agrees that:
 - a. The City shall be solely responsible, as between the City and Lockhart ISD and the agents, officers, and employees of the Lockhart **ISD**, for and with respect to any claim or cause of action arising out of or with respect to any act, omission, or failure to act by the City or its agents, officers, employees, and subcontractors, while on the City's property or while using the any of the City's facilities or performing any function or providing or delivering any service undertaken by the City pursuant to this Agreement.
 - b. For and with respect to the services to be provided by the City to Lockhart **ISD** pursuant to this Agreement, the City hereby contracts, covenants, and agrees to obtain and maintain in full force and effect, during the term of this Agreement, a policy or policies of insurance, or risk pool coverage, in the amounts sufficient to insure the City and its agents, officers, and employees from and against any claim, cause of action, or liability arising out of or from the action, omission, or failure to act by the City, its agents, officers, employees, and subcontractors in the course of their duties.
- 7.6 It is specifically agreed that, as between the Parties, each party to this Agreement shall be individually and respectively responsible for responding to, dealing with, insuring against, defending, and otherwise handling and managing liability and potential liability pursuant to this Agreement.
- 7.7 Each party hereto reserves and does not waive any immunity or defense available to it at law or in equity as to any claim or cause of action whatsoever that may arise or result from the services provided and/or any circumstance arising under the Agreement. Neither Lockhart ISD nor the City waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas on behalf of itself, its trustees, council members, officers, employees, and agents.

- 7.8 No term or provision of this Agreement shall benefit or obligate any person or entity not a party to it. This Agreement shall not be interpreted nor construed to give to any third party the right to any claim or cause of action, and neither the City nor Lockhart ISD shall be held legally liable for any claim or cause of action arising pursuant to, or out of the services provided under, this Agreement except as specifically provided herein or by law. The Parties hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release, or other consideration under this Agreement.
- 7.9 Nothing in this Agreement shall be deemed to extend, increase or limit the jurisdiction or authority of any of the City or Lockhart ISD except as necessary to implement, perform and obtain the services and duties provided for in this Agreement. Save and except only as specifically provided in this Agreement, all governmental functions and services traditionally provided by Lockhart ISD, and all governmental and proprietary functions and services traditionally provided by the City, shall be and remain the sole responsibility of each such party.

Article 8
TERM

- 8.1 The initial term of this Agreement shall commence on August 1, 2024, and continue through June 30, 2025, and shall automatically renew for an annual term commencing on August 1st, thereafter, unless terminated earlier, in writing, by either party.
- 8.2 If the City wishes to renew this Agreement subject to a change in Lockhart ISD's annual payment for the SROs' salaries and related costs, the City shall provide Lockhart ISD with written notice of that requested change, including a revised Summary of Calculations for Costs, no later than April 1st of the calendar year. Unless Lockhart ISD notifies the City in writing of its agreement to the change in annual payment by June 15th, the Agreement between the City and Lockhart ISD shall terminate at the end of the term.
- 8.3 After the initial annual term of this Agreement, Lockhart ISD and the City will agree on the annual amount payable for the SROs' salaries and related costs by executing an agreed upon Summary of Calculations for Costs.
- 8.4 This Agreement may be terminated at any time by either Party, without cause, by giving the other party a minimum of sixty (60) days written notice of its intention to terminate, such notice to be delivered by hand or U.S. Certified Mail to the other party.
- 8.5 This Agreement may be terminated by either Party, for cause, by the giving the other party a minimum of thirty (30) days written notice of its intention to terminate, such notice to be delivered by hand or U.S. Certified Mail to the other party.
- 8.6 In the event the Parties are unable to reach a mutual agreement on the terms of the Memorandum of Understanding described in Article 3 above by August 1st of the annual term, any Party will have cause to terminate its participation in the Interlocal Agreement by giving the other Parties a minimum of thirty (30) days written notice of its intention to terminate, such notice to be delivered by hand or U.S. Certified Mail to the other party.
- 8.7 Termination will not relieve Lockhart ISD of its obligation to pay the City for any amounts due and payable for services performed prior to termination. Lockhart ISD is not obligated for any costs or payments that accrue after the termination of this Agreement.

ARTICLE 9
NOTIFICATIONS

- 9.1 All correspondence and communications regarding this Agreement shall be directed to:

CITY OF LOCKHART
Attn: Chief of Police

LOCKHART INDEPENDENT SCHOOL DISTRICT
Attn: Superintendent of Schools

- 9.2 Notices provided pursuant to this Agreement must be in writing and hand-delivered or sent by certified mail, return receipt requested.

ARTICLE 10
MISCELLANEOUS PROVISIONS

- 10.1 If any portion of this Agreement shall be deemed void or invalid, the remaining portions of the Agreement shall continue in full force and effect.
- 10.2 This Agreement represents the entire Agreement between the Parties, and it supersedes any prior understanding or written or oral agreement relating to the subject matter herein. This Agreement may not be modified, altered, changed, or amended, except by written agreement of the Parties.
- 10.3 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall be in Caldwell County, Texas unless otherwise mandated by law.
- 10.4 No Party shall assign or otherwise transfer its interest in this Agreement without the express written permission of the other Party.
- 10.5 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 when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.
- 10.6 By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by their governing body in order to enter into and perform the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the _____ of July 2024.

CITY OF LOCKHART, TEXAS

By _____

Lew White, Mayor, City of Lockhart

ATTEST:

By _____

~~Connie Constancio, TRMC City~~

Secretary/Administration Services Mgr.

LOCKHART INDEPENDENT SCHOOL DISTRICT

By Michael Wright

Michael Wright, President, LISD School Board

ATTEST:

By Tom Guyton

Tom Guyton, Secretary, LISD School Board

2024-2025 SRO Cost Summary
Exhibit A

	High School	Jr. High	Supervisor	Total
Salary	\$68,642.50	\$74,919.73	\$82,139.62	\$ 225,701.85
Benefits	\$28,183.44	\$29,860.51	\$31,791.93	\$ 89,835.88
12 month total cost	\$ 96,825.94	\$ 104,780.24	\$ 113,931.55	\$ 315,537.73
Percent LISD: 65.38% (1,360 hrs/2,080 hours)	\$ 63,304.80	\$ 68,505.32	\$ 74,488.45	\$ 206,298.57
Times percent of time charged to LISD:	100%	100%	100%	
Total LISD Salary/benefits costs	\$ 63,304.80	\$ 68,505.32	\$ 74,488.45	\$ 206,298.57
Cost per hour	\$ 46.55	\$ 50.37	\$ 54.77	
Vehicle Costs	\$5,051.00	\$2,525.50	\$5,051.00	\$ 12,627.50
Uniforms and equipment				
12 month costs	\$1,010.20	\$1,010.20	\$1,010.20	\$ 3,030.60
Divided by 5 years useful life	\$ 202.04	\$ 202.04	\$ 202.04	\$ 606.12
Grand Total	\$ 68,557.84	\$ 71,232.86	\$ 79,741.49	\$ 219,532.19
Cost per hour:	\$ 50.41	\$ 52.38	\$ 195.44	\$ 78.85

**FIRST ADDENDUM TO INTERLOCAL COOPERATION AGREEMENT
BETWEEN LOCKHART INDEPENDENT SCHOOL DISTRICT AND THE
CITY OF LOCKHART**

WHEREAS, Lockhart Independent School District (“Lockhart ISD”) and the City of Lockhart (“City”) entered a certain agreement entitled “Interlocal Cooperation Agreement Between Lockhart Independent School District and the City of Lockhart” (“Agreement”) on August 20th, 2024, a true and correct copy of which is attached hereto as Exhibit “A”; and

WHEREAS, Lockhart ISD desires to enter an addendum to that Agreement whereby Lockhart ISD agrees that it is in its best interest to amend Article 6 relating to financial responsibility and reimburse the City for Assignment Pay Stipends; and

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

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

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

Article 6
FINANCIAL RESPONSIBILITIES & EQUIPMENT

6.7 Lockhart ISD is responsible for reimbursing the City for the School Resource Officer (SRO) Assignment Pay Stipend authorized by Section II, Article F of City Ordinance 2018-07, as may be repealed and/or amended by the City of Lockhart. Lockhart ISD shall reimburse the City at the end of the 2024-25 school year for the amount of the SRO Assignment Pay Stipend paid to SROs from August 26, 2024, through May 31, 2025.

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

IN WITNESS WHEREOF, the parties hereto have executed this First Addendum to the Interlocal Cooperation Agreement as of the _____ day of _____ 2024.

CITY OF LOCKHART, TEXAS

By _____
Lew White
Mayor, City of Lockhart

ATTEST:

By _____
Julie Bowermon,
City Secretary
City of Lockhart

LOCKHART INDEPENDENT SCHOOL
DISTRICT

By _____
Michael Wright,
President, LISD School Board

ATTEST:

By _____
Tom Guyton, Secretary, LISD School
Board

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: August 20, 2024

AGENDA ITEM CAPTION: Discuss Ordinance 2024-21 amending un-codified Ordinance 2018-07, Section II (F) regarding the assignment of School Resource Officer within the Lockhart Police Department with all other sections of Ordinance 2018-07 remaining unchanged.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Julie Bowermon, Gary Williamson

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: LISD has proposed to temporarily increase the assignment pay of Lockhart Police Officers assigned by the Police Chief as School Resource Officers at LISD campuses from August 26, 2024 through May 31, 2025. LISD will cover the expense of this increase as stated in the "First Addendum of the Interlocal Cooperation Agreement between Lockhart Independent School District and the City of Lockhart."

Civil Service - Local Government Code Chapter 143, permits an ordinance to establish assignment pay and shift differential pay for fire fighters and police officers that perform specialized assignments such as School Resource Officer. This was done by passing Ordinance 2018-07 which includes a \$200 per month school resource officer assignment pay. The proposed amendment authorizes an additional assignment payment of \$1,000 per month, as proposed by LISD, to be paid to Lockhart Police Officers assigned as SROs.

The additional pay is proposed to be for a term of August 26, 2024 - May 31, 2025. After May 31, 2025, SRO assignment pay would return to the current \$200 per month. This is similar to what was done earlier this year in March 2024, at that time a temporary additional pay was requested by LISD and approved for the remainder of the 23-24 school year which was from March 2024 through May 2024.

In accordance with the "First Addendum of the Interlocal Cooperation Agreement between Lockhart Independent School District and the City of Lockhart," the proposed temporary additional SRO assignment pay would be funded by LISD. Therefore, the additional pay should not have a financial impact on the City.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

City of Lockhart, Texas

Council Agenda Item Cover Sheet

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION: The proposed interlocal cooperation agreement and the "First Addendum of the Interlocal Cooperation Agreement between Lockhart Independent School District and the City of Lockhart" is scheduled to be considered by the City Council during the August 20, 2024 Council meeting.

COMMITTEE/BOARD/COMMISSION ACTION: LISD School Board to consider the "First Addendum of the Interlocal Cooperation Agreement between Lockhart Independent School District and the City of Lockhart" during their August 2024 meeting.

STAFF RECOMMENDATION/REQUESTED MOTION: Staff respectfully recommends approval.

LIST OF SUPPORTING DOCUMENTS: Ordinance 2018-07, Proposed Ordinance 2024-21 regarding SRO assignment pay

ORDINANCE 2018-07

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS REPEALING UN-CODIFIED ORDINANCES 2015-18, 2015-21, AND 2018-03 IN THEIR ENTIRETY AND ADOPTING UN-CODIFIED ORDINANCE 2018-07 CREATING "ASSIGNMENT PAY" FOR CERTAIN ASSIGNMENTS WITHIN THE FIRE AND POLICE DEPARTMENTS AND ESTABLISHING "SHIFT DIFFERENTIAL PAY" FOR MEMBERS OF THE POLICE DEPARTMENT; PROVIDING A REPEALER; PROVIDING FOR PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Lockhart adopted Chapter 143 of the Texas Local Government Code for its police and fire departments; and,

WHEREAS, there are specialized assignments within the Fire and Police Departments that certain fire fighters and certain police officers perform that are not performed by every fire fighter or every police officer; and,

WHEREAS, § 143.042 of the Texas Local Government Code states that the governing body of a municipality may authorize assignment pay for fire fighters or police officers who perform specialized functions in the Fire or Police Department; and,

WHEREAS, § 143.042 (c) of the Texas Local Government Code requires that the governing body must set forth in an ordinance the amount of assignment pay and the conditions under which it is to be payable to members of the Fire and Police Departments; and,

WHEREAS, § 143.043 of the Texas Local Government Code permits municipalities to authorize assignment pay for members of the Police Department who perform the duties and responsibilities of the field training officer program; and

WHEREAS, § 143.047 of the Texas Local Government Code permits municipalities to authorize shift differential pay for members of the Police Department who work a shift in which more than 50% of the shift worked is after 6 p.m. and before 6 a.m.; and,

WHEREAS, Ordinance 2015-18 was adopted by the Lockhart City Council on August 18, 2015 establishing assignment pay, and is hereby repealed; and,

WHEREAS, Ordinance 2015-21 was adopted by the Lockhart City Council on September 15, 2015 amending Field Training Officer pay for members of the police department, and is hereby repealed; and

WHEREAS, Ordinance 2018-03 was adopted by the Lockhart City Council on March 20, 2018 establishing Bailiff Warrant Officer assignment pay for members of the police department, and is hereby repealed.

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

I. The matters and facts set forth in the preamble are hereby found to be true.

II. The assignment pay for certain assignments within Fire and Police Departments are defined as follows:

A) The assignment of "Fire Prevention Officer" is a specialized function within the Lockhart Fire Department and that assignment involves developing, planning and conducting fire and life safety education programs suitable to needs of the community, performing fire inspections as may be necessary in the absence of the City Fire Marshal, compiling monthly reports of all fire and life safety education activities conducted by the fire department, working in conjunction with the Fire Chief to promote fire and life safety as the primary objective of the fire department, and conducting in-service training related to fire and life safety education for all fire suppression personnel. When a member is designated by the Fire Chief or his designee to serve as "Fire Prevention Officer" for the Fire Department, that member is entitled to receive Six Hundred Dollars (\$600.00) per year as Assignment Pay.

B) The assignment of "Chief Training Officer" is a specialized function within the Lockhart Fire Department and that assignment involves developing, planning and coordinating training for all Career and Reserve firefighters in such a manner so as to meet the minimum requirements established by the Texas Commission on Fire Protection (TCFP) and/or the Texas Department of State Health Services (TDSHS), as may be applicable to the certification level held by each individual within the fire department, maintaining all training and incident records of the fire department, coordinating specialized training classes as may be deemed appropriate to meet the minimum criteria established by the Insurance Services Office (ISO) grading schedule, maintenance and replacement of equipment assigned to the Training Division of the fire department, and coordinating all training conducted at remote sites (i.e. accredited training facilities) which may be used from time to time by the fire department. When a member is designated by the Fire Chief or his designee to serve as "Training Officer" for the Fire Department, that member is entitled to receive Eighteen Hundred Dollars (\$1,800.00) per year as Assignment Pay.

C) The assignment of "Criminal Investigator-Detective" is a specialized function within the Lockhart Police Department and that assignment involves investigating higher grade misdemeanors and felonies for prosecution in County and District Court. When a member is designated by the Police Chief or his designee to serve as "Criminal Investigator—Detective" for the Department, that member is entitled to receive Two Hundred Dollars (\$ 200.00) per month as assignment pay.

D) The assignment of "Field Training Officer" is a specialized assignment within the Lockhart Police Department. The assignment of "Field Training Officer" involves training and evaluating police recruits on the policies, practices, and procedures of the Lockhart Police Department. The Police Chief or his designee assigns capable Police personnel to this position of responsibility in accordance with his or her demonstrated knowledge and familiarity with the Field Training Officers Program. Because the assignment of "Field Training Officer" requires additional and specialized duties, when a member holds the appropriate certifications AND is designated in writing by the Police Chief or his designee to serve as a "Field Training Officer," that member is entitled to receive an additional \$.30 (thirty cents) per hour as "FTO Assignment Pay."

E) The assignment of "Bailiff Warrant Officer" is a specialized assignment within the Lockhart Police Department and that assignment involves security needs of the Lockhart Municipal Court; locating, arresting wanted fugitives of the Court; and collecting fines owed to the Court. When a member of the Lockhart Police Department is designated by the Police Chief or his designee in writing to serve as "Bailiff Warrant Officer" for the Department, and works in that assignment for at least one-half of a month, that member is entitled to receive Two Hundred Dollars (\$200) per month as assignment pay.

F) The assignment of "School Resource Officer" is a specialized assignment within the Lockhart Police Department and that assignment involves placement of a law enforcement officer in the Lockhart ISD campuses to build a working relationship with schools, students, and parents; to address onsite security; to maintain safe schools; to serve as a positive role-model for students; and to provide a direct link with the Lockhart Police Department. When a member of the Lockhart Police Department is designated by the Police Chief or his designee in writing to serve as "School Resource Officer" for the Department, that member is entitled to receive Two Hundred Dollars (\$200) per month as assignment pay.

III. "Shift Differential Pay" should be paid to members of the Lockhart Police Department in the following manner:

Night Shift (shift starts after 6 p.m.) \$.60/hour (60 cents per hour)

IV. The terms of this ordinance and/or any payment of "assignment pay" do not apply to a member who is performing any of these duties on a "step-up" "acting" or any other temporary basis.

V. Severability: If any provision, section, clause, sentence, or phrase of this ordinance is for any reason held to be unconstitutional, void, invalid, or un-enforced, the validity of the remainder of this ordinance or its application shall not be affected, it being the intent of the City Council in adopting and of the Mayor in approving this ordinance that no portion, provision, or regulation contained herein shall become inoperative or fail by way of reasons of any unconstitutionality or invalidity of any other portion, provision, or regulation.

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

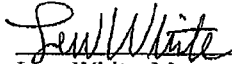
VII. Publication: The City Secretary is directed to cause the caption of this ordinance to be published in a newspaper of general circulation according to law.

VIII. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required by law.

IX. Effective Date: This ordinance shall become effective and be in full force upon passage.

PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
LOCKHART, TEXAS, ON THIS THE 3rd DAY OF APRIL, 2018.

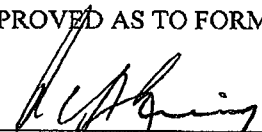
CITY OF LOCKHART

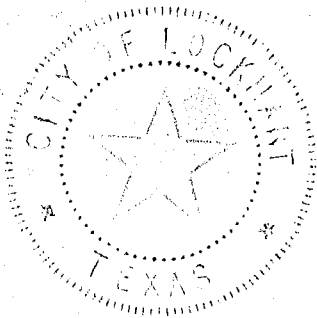

Lew White, Mayor

ATTEST:


Connie Constancio, TRMC, City Secretary

APPROVED AS TO FORM:


Peter Gruning, City Attorney



ORDINANCE 2024-21

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS AMENDING UN-CODIFIED ORDINANCE 2018-07 SECTION II(F) REGARDING THE ASSIGNMENT OF SCHOOL RESOURCE OFFICER WITHIN THE LOCKHART POLICE DEPARTMENT WITH ALL OTHER SECTIONS OF ORDINANCE 2018-07 REMAING UNCHANGED; PROVIDING A REPEALER; PROVIDING FOR PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Lockhart adopted Chapter 143 of the Texas Local Government Code for its police and fire departments; and,

WHEREAS, there are specialized assignments within the Fire and Police Departments that certain fire fighters and certain police officers perform that are not performed by every fire fighter or every police officer; and,

WHEREAS, § 143.042 of the Texas Local Government Code states that the governing body of a municipality may authorize assignment pay for fire fighters or police officers who perform specialized functions in the Fire or Police Department; and,

WHEREAS, § 143.042 (c) of the Texas Local Government Code requires that the governing body must set forth in an ordinance the amount of assignment pay and the conditions under which it is to be payable to members of the Fire and Police Departments; and,

WHEREAS, the Lockhart City Council, in consideration of a request from Lockhart Independent School District to temporarily increase the assignment pay of Lockhart Police Officers assigned by the Lockhart Police Chief to serve as a School Resource Officer within the Lockhart Independent School District per the “Interlocal Cooperation Agreement between the Lockhart Independent School District and the City of Lockhart,” has determined that assignment pay for the assignment of School Resource Officer within the Lockhart Police Department should be temporarily changed in the interest of a public safety purpose.

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

I. The matters and facts set forth in the preamble are hereby found to be true.

II. That Section II (F) of un-codified Ordinance 2018-07 is hereby amended as follows:

F) The assignment of “School Resource Officer” is a specialized assignment within the Lockhart Police Department and that assignment involves placement of a law enforcement officer in the Lockhart ISD campuses to build a working relationship with schools, students, and parents; to address onsite security; to maintain safe schools; to serve as a positive role-model for students; and to provide a direct link with the Lockhart Police Department. When a member of the Lockhart Police Department is designated by the Police Chief or his designee in writing to serve as “School Resource Officer” for the Department, that member is entitled to receive Two Hundred Dollars (\$200) per month as assignment pay.

a. After approval of the “First Addendum to Interlocal Cooperation Agreement between Lockhart Independent School District and the City of Lockhart,” the assignment for School Resource Officer shall also include a \$1,000 per month assignment pay from August 26, 2024, through May 31, 2025. This additional assignment pay shall cease at the end of the school year, on May 31, 2025. In order to receive the SRO assignment pay, the officer must actively work on-duty, performing the duties as the designated SRO for at least a majority of the 80 hour work period.

III. The terms of this ordinance and/or any payment of “assignment pay” do not apply to a member who is performing any of these duties on a “step-up” “acting” or any other temporary basis.

IV. Severability: If any provision, section, clause, sentence, or phrase of this ordinance is for any reason held to be unconstitutional, void, invalid, or un-enforced, the validity of the remainder of this ordinance or its application shall not be affected, it being the intent of the City Council in adopting and of the Mayor in approving this ordinance that no portion, provision, or regulation contained herein shall become inoperative or fail by way of reasons of any unconstitutionality or invalidity of any other portion, provision, or regulation.

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

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

VII. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required by law.

VIII. Effective Date: This ordinance shall become effective and be in full force upon passage.

PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, ON THIS THE 20th DAY OF AUGUST, 2024.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

APPROVED AS TO FORM:

Julie Bowermon, City Secretary

Brad Bullock, City Attorney

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: August 20, 2024

AGENDA ITEM CAPTION: Discuss Resolution 2024-20 by the City Council of Lockhart, Texas and for legislative support of the Texas State Highway 130 Concession Company and additional investment in infrastructure.

ORIGINATING DEPARTMENT AND CONTACT: Economic Development - Holly Malish

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION: A major initiative began in 2019 for advocacy of additional connectivity between SH 130 and I-35. This would benefit Lockhart by increasing regional mobility and providing additional accessibility for major industries and residents alike.

Interest is increasing again to encourage the legislature and TxDOT to find a way to utilize SH 130's existing agreement to fund other area road improvements (not any new tolls). Caldwell County recently passed a Resolution in support of this.

PROJECT SCHEDULE (if applicable):

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Recommended Approval of Resolution 2024-20

LIST OF SUPPORTING DOCUMENTS: City Council RESOLUTION 2024-20, SH 130 Caldwell County Resolution 18-2024

RESOLUTION 2024- 20

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, IN
SUPPORT OF THE TEXAS STATE HIGHWAY 130 CONCESSION COMPANY FOR
ADDITIONAL INVESTMENT IN INFRASTRUCTURE TO SERVICE THE AUSTIN-
SAN ANTONIO CORRIDOR**

Whereas, the City of Lockhart is experiencing unprecedented growth; and

Whereas, the Austin-San Antonio Corridor is a major thoroughfare beneficial for Texas and US-Mexico Trade routes; and

Whereas, Texas State Highway 130 (“SH 130”) is an integral building block for the master, state-wide thoroughfare plan as an alternate route to Interstate 35 (“IH-35”) and has provided an economic benefit to the City of Lockhart, local businesses and community partners; and

Whereas, Additional infrastructure investment is needed to service the continued growth along the Austin-San Antonio Corridor and the City of Lockhart will benefit greatly from future investments.

**NOW THEREFORE, BE IT RESOVLED BY THE CITY COUNCIL OF THE OF CITY
OF LOCKHART:**

The City of Lockhart, acting through its governing body, the Lockhart City Council, hereby confirms its full support for legislation that amends the agreement between Texas Department of Transportation (“TXDOT”) and the SH 130 Concession Company to capitalize necessary non-tolled infrastructure in the SH 130 area.

Passed and approved this the _____ day August, 2024.

CITY OF LOCKHART

Lew White
Mayor

ATTEST:

APPROVED AS TO FORM:

Julie Bowermon
City Secretary

Brad Bullock
City Attorney



**RESOLUTION 18-2024
IN SUPPORT OF SH 130 CONCESSION COMPANY**

- WHEREAS:** Caldwell County is experiencing unprecedented growth;
- WHEREAS:** The greater Austin-San Antonio Corridor is crucial for the Texas economy and North American trade;
- WHEREAS:** SH 130 is a valuable component of the regional transportation network, and its existence has positively contributed to the growth of Caldwell County, the Texas economy, and North American trade;
- WHEREAS:** SH 130 Concession Company has positively impacted the Caldwell County Community and has been a good community partner; and
- WHEREAS:** In order to support the continued growth of Caldwell County, the Texas economy and North American trade, additional investment in the transportation infrastructure servicing Caldwell County and the Austin-San Antonio Corridor is necessary.

NOW THEREFORE, BE IT RESOLVED BY THE CALDWELL COUNTY COMMISSIONERS COURT THAT the Caldwell County Commissioners Court encourages the Texas Legislative Delegation to enact legislation that will allow TxDOT to amend its agreement with SH 130 Concession Company to help fund critically needed non-tolled transportation infrastructure in areas adjacent to SH 130.

RESOLVED this the 28th day of June, 2024.


Hoppy Haden
Caldwell County Judge


B.J. Westmoreland
Commissioner, Precinct 1


Ed Theriot
Commissioner, Precinct 3


Rusty Horne
Commissioner, Precinct 2


Dyrall Thomas
Commissioner, Precinct 4

ATTEST:


Teresa Rodriguez
County Clerk



City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: August 20, 2024

AGENDA ITEM CAPTION: Discuss Memorandum of Agreement (MOA) between the Guadalupe-Blanco River Authority (GBRA) and the City of Lockhart regarding the dedication of easements related to the Carrizo Groundwater Supply Project and related closing documents, and authorizing the Mayor to sign if approved.

ORIGINATING DEPARTMENT AND CONTACT: Public Works - Sean Kelley

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: On June 4, 2024, City Council approved an MOA between the Guadalupe-Blanco River Authority and the City of Lockhart authorizing the dedication of two easements associated with Phase II of the Carrizo Water Supply Project. Recently, additional documents from GBRA's title company were submitted to the City for signature that were not apart of the initial easement and MOA packet. Consequently, under the direction of the City's Attorney, the signing of the additional closing documents will require authorization.

The appraised value of the two easements is approximately \$134,350. GBRA asks that the City dedicate the easements to GBRA in consideration for a second delivery point provided to the City of Lockhart at the Cesar Chavez Elevated Storage Tank. The estimated cost for the second delivery point is \$1.95M in construction costs, which GBRA can offer to the City as compensation for the dedicated permanent easements. The second delivery point would be treated water with a dedicated chemical treatment feed, and a metering station. The connection size has been designed as a 12" water main connection. Establishing a second delivery point for treated water is important for several reasons, including:

- Create redundancy in the water system to make the utility more resilient.
- Diversify and increase the City's water supply pumping capacity beyond its current delivery point, which is centralized at the Water Treatment Plant's high service pump station.
- Provide additional water supply during outages, rehabilitation, or scheduled maintenance at the City's water treatment plant.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

City of Lockhart, Texas

Council Agenda Item Cover Sheet

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION: June 4, 2024- Approval of the MOA.

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff respectfully recommends approval of the MOA, deviation of the two easements and authorizing the Mayor to sign the related closing documents.

LIST OF SUPPORTING DOCUMENTS: MOA and Easement Documents 8 20 2024

MEMORANDUM OF AGREEMENT

May 3, 2024

City of Lockhart
PO Box 239
Lockhart, TX 78644-0239

Re: Property located in the James George Survey No. 7, Abstract No. 9, Caldwell County,
Texas
Parcel No. ER-02

Property located in the Cornelius Crenshaw Survey, Abstract No. 68, Caldwell County,
Texas
Parcel No. NR-37

Dear Mayor White,

The Guadalupe-Blanco River Authority (GBRA) has completed the engineering design for the TX-130 Groundwater Supply Project in Caldwell County, Texas, for a portion of your property referenced above, which is legally described as

ER-02

being a 0.3508 acre permanent easement and a 0.23 acre temporary construction easement, both situated in the James George Survey No. 7, Abstract No. 9, Caldwell County, Texas, and being more particularly described in the attached Exhibit "A".

NR-37

being a 0.2593 acre permanent easement and a 0.40 acre temporary construction easement, both situated in the Cornelius Crenshaw Survey, Abstract No. 68, Caldwell County, Texas, and being more particularly described in the attached Exhibit "B"

In consideration of the conveyance of the above referenced properties, GBRA agrees to provide the City of Lockhart with a 2nd delivery point of treated water to be located on Parcel NR-37.

BY SIGNING BELOW, OWNER(S) HEREBY AGREE to sign easements for the properties described in Exhibits "A" and "B". The Easements agreed upon by the parties are attached hereto as Exhibit "C" and "D". Until the transaction is complete, title and possession of the properties to be conveyed remain with you. You shall bear all risk of loss to any and all such properties prior to such occurrence.

The terms provided herein, including exhibits, constitute the only promises, consideration and conditions of this purchase; and no other promises, consideration or conditions have been signified or implied. GBRA, without cost to the owner, will pay the cost of recording all instruments conveying title to GBRA.

It is suggested that you carefully review the proposed conveyance documents and satisfy yourself (selves) as to the provisions. With your signing of this agreement and execution of the conveyance documents GBRA will proceed with the closing process with Independence Title Company. This company has been designated as GBRA's closing agent and is responsible to see that GBRA obtains clear title.

Sincerely,

Darrell Nichols
General Manager/CEO

I received a copy of The State of Texas Landowner's Bill of Rights before signing this agreement. I fully understand the GBRA's offer as contained in this agreement and I agree to the terms set forth above. By signing below, I accept GBRA's offer set forth above in exchange for an easement to the properties described above.

City of Lockhart

By: _____
Name: Lew White
Title: Mayor

Date

EXHIBIT "A"

Parcel ER-02

0.3508 Acre Waterline Easement
James George Survey No. 7, Abstract No. 9
Caldwell County, Texas

DESCRIPTION FOR PARCEL ER-02

DESCRIPTION OF A 0.3508 OF ONE ACRE (15,283 SQUARE FOOT) EASEMENT, OUT OF THE JAMES GEORGE SURVEY NO. 7, ABSTRACT NO. 9, CALDWELL COUNTY, TEXAS, BEING A PORTION THAT TRACT DESCRIBED AS 8.807 ACRES CONVEYED TO THE CITY OF LOCKHART BY DEED DATED FEBRUARY 14, 1953, AS RECORDED IN VOLUME 249, PAGE 65, DEED RECORDS, CALDWELL COUNTY, TEXAS; SAID 0.3508 OF ONE ACRE (15,283 SQUARE FOOT) EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a fence post found at the southwest corner of this easement and said 8.807 acre City of Lockhart tract, being at an interior ell corner in the north line of that tract described as 49.781 acres conveyed to Ashley Hatcher by Executor's Deed, as recorded in Document No. 2023-004801, Official Public Records, Caldwell County, Texas, said POINT OF BEGINNING having Grid Coordinates of N=13,865,695.55, E=2,397,384.96;

- 1) THENCE, along the west line of this easement and said 8.807 acre City of Lockhart tract, and a north line of said 49.781 acre Ashley Hatcher tract, **North 20°17'55" East 509.88 feet** to a calculated point at the northwest corner of this easement and said City of Lockhart tract, being in the existing south right-of-way line of Old McMahan Road (County Road 208, varying width);
- 2) THENCE, along the north line of this easement and said 8.807 acre City of Lockhart tract, and the existing south right-of-way line of Old McMahan Road, **South 68°06'08" East 30.01 feet** to a calculated point at the northeast corner of this easement;
- 3) THENCE, along the east line of this easement, crossing said 8.807 acre City of Lockhart tract, **South 20°17'55" West 509.06 feet** to a calculated point at the southeast corner of this easement, being in the south line of said 8.807 acre City of Lockhart tract, and a north line of said 49.781 acre Ashley Hatcher tract, from which a fence post found at the southeast corner of said 8.807 acre City of Lockhart tract, being an interior ell corner in the north line of said 49.781 acre Ashley Hatcher tract, bears South 69°41'08" East 831.48 feet;

- 4) THENCE, along the south line of this easement and said 8.807 acre City of Lockhart tract, and a north line of said 49.781 acre Ashley Hatcher tract, **North 69°41'08" West 30.00 feet** to the POINT OF BEGINNING and containing 0.3508 of one acre (15,283 square feet) of land within these metes and bounds.

Bearing Basis Note

The bearings described herein are based on the Texas Coordinate System, South Central Zone (4204), NAD83 (2011) EPOCH 2010.00. The coordinates shown are grid coordinates.

SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.

3301 Hancock Dr., Ste. 6

Austin, TX 78731 (512) 451-8591

TBPELS Survey Firm# 10095500



01/12/2024

Chris Conrad, Reg. Professional Land Surveyor No. 5623

Date

Note: There is a plat to accompany this description.

M:\HDR~22-179~GBRA Texas 130\Description\ER-02~0.3508 Ac WLE-R2_KS

Issued 09/14/2023; Revised 11/16/2023; 01/12/2024

CCAD ID 33568

SKETCH TO ACCOMPANY DESCRIPTION
OF 0.3508 AC. OR 15,283 SQ. FT. OF LAND OUT OF
THE JAMES GEORGE SURVEY NO. 7, ABSTRACT NO. 9
LOCKHART, CALDWELL COUNTY, TEXAS

SCALE 1" = 100'



JAMES GEORGE
SURVEY NO. 7
ABSTRACT NO. 9

ASHLEY HATCHER
DOC. NO. 2023-004801
O.P.R.C.C.T.
(49.7821 ACRES)
AUGUST 1, 2023

CITY OF LOCKHART
WATERLINE EASEMENT CENTERLINE
VOL. 251, PG. 296, D.R.C.C.T.

LINE TABLE		
LINE#	BEARING	DISTANCE
L1	S68°06'08"E	30.01'
L2	N69°41'08"W	30.00'

P.O.B.
GRID COORDINATES
N=13,865,695.55
E=2,397,384.96

20' TEMPORARY
CONSTRUCTION EASEMENT
APPROX. 0.23 ACRE

CITY OF LOCKHART
VOL. 249, PG. 65
D.R.C.C.T.
(8.807 ACRES)
FEBRUARY 14, 1953

OLD MCMAHAN ROAD
(C.R. NO. 208)
(VARIABLE WIDTH R.O.W.)

ER-02
WLE
0.3508 AC. OR
15,283 SQ. FT.

LEGEND



FENCE POST FOUND



CALCULATED POINT

O.P.R.C.C.T. OFFICIAL PUBLIC RECORDS
CALDWELL COUNTY, TEXAS

D.R.C.C.T. DEED RECORDS
CALDWELL COUNTY, TEXAS

P.O.B. POINT OF BEGINNING

PL PROPERTY LINE

R.O.W. RIGHT OF WAY

(.....) RECORD INFORMATION

NOTES:

1. THIS PROJECT IS REFERENCED, FOR ALL BEARING AND COORDINATE BASIS, TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NORTH AMERICAN DATUM OF 1983 (2011) EPOCH 2010.00. COORDINATES SHOWN HEREON ARE GRID COORDINATES.

2. THIS SURVEY WAS PERFORMED WITH THE BENEFIT OF A TITLE COMMITMENT PREPARED BY FIRST AMERICAN TITLE GUARANTY COMPANY FILE NO. 2247457-BUD, EFFECTIVE DATE SEPTEMBER 11, 2023.

3. EXISTING EASEMENTS LISTED IN THE TITLE COMMITMENT SCHEDULE B, ITEM10, DO NOT AFFECT THE PROPOSED ACQUISITION EXCEPT AS SHOWN HEREON.

ASHLEY HATCHER
DOC. NO. 2023-004801
O.P.R.C.C.T.
(49.7821 ACRES)
AUGUST 1, 2023



Chris Conrad

01/12/2024

CHRIS CONRAD, REG. PROF. LAND SURVEYOR NO. 5623 DATE
Note: There is a description to accompany this plat.

REVISED: 01/12/2024

REVISED: 11/16/2023

ISSUED: 09/14/2023

PAGE 3 OF 3

CCAD ID 33568

SURVEYED BY:

McGRAY & McGRAY
LAND SURVEYORS, INC.

3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731

MCGRAY.COM (512) 451-8591

TBPELS SURVEY FIRM #10095500

EXHIBIT "B"

Parcel NR-37

0.2593 Acre Waterline Easement
Cornelius Crenshaw Survey, Abstract No. 68
Caldwell County, Texas

DESCRIPTION FOR PARCEL NR-37

DESCRIPTION OF A 0.2593 OF ONE ACRE (11,297 SQUARE FOOT) EASEMENT OUT OF THE CORNELIUS CRENSHAW SURVEY, ABSTRACT NO. 68, CALDWELL COUNTY, TEXAS, BEING A PORTION OF LOT 1, BLOCK 1, SPILLMANN SUBDIVISION, A SUBDIVISION OF RECORD IN CABINET C, SLIDE 108, PLAT RECORDS, CALDWELL COUNTY, TEXAS, SAID LOT 1 CONVEYED TO CITY OF LOCKHART, TEXAS BY SPECIAL WARRANTY DEED DATED JUNE 19, 2018, AS RECORDED IN DOCUMENT NO. 2018-003421, OFFICIAL PUBLIC RECORDS, CALDWELL COUNTY, TEXAS; SAID 0.2593 OF ONE ACRE (11,297 SQUARE FOOT) EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8-inch iron rod with "Hinkel Surveyors" cap found at the southwest corner of said Lot 1 and said City of Lockhart tract, being the southeast corner of Lot 2, Block 1, in said Spillmann Subdivision, said Lot 2 conveyed to Spillmann Farms LLC by Special Warranty Deed, as recorded in Document No. 2023-002274, Official Public Records of Caldwell County, Texas, also being in the existing north right-of-way line of N. Cesar Chavez Parkway (SH 130, varying width right-of-way), at the beginning of an existing "Access Denial Line", said POINT OF BEGINNING having Grid Coordinates of N=13,877,206.37, E=2,378,954.30, from which a 5/8-inch iron rod with Texas Department of Transportation (TxDOT) aluminum cap found at the southwest corner of said Lot 2 and said Spillmann Farms tract, being in the existing north right-of-way line and an existing "Access Denial Line" of N. Cesar Chavez Parkway, bears South 52°00'43" West 484.96 feet;

- 1) THENCE, along the west line of this easement, said Lot 1 and said City of Lockhart tract, and the east line of said Lot 2 and said Spillmann Farms tract, **North 37°59'15" West 294.21 feet** to a calculated point at the northwest corner of said Lot 1 and said City of Lockhart tract, being the northeast corner of said Lot 2 and said Spillmann Farms tract, also being in the south line of that tract described as 2.396 acres conveyed to Jackie Jeanice McCommas and Richard Joseph McCommas by General Warranty Deed, as recorded in Document No. 2016-004923, Official Public Records, Caldwell County, Texas;

- 2) THENCE, along the north line of this easement, said Lot 1 and said City of Lockhart tract, and the south line of said 2.396 acre McCommas tract, **North 79°32'15" East 17.15 feet** to a 5/8-inch iron rod found at the southeast corner of said 2.396 acre McCommas tract, being the southwest corner of that tract described as 4.516 acres conveyed to Gerald L. Clough and Kathleen H. Lewis by General Warranty Deed, as recorded in Volume 380, Page 215, Official Public Records of Real Property, Caldwell County, Texas;
- 3) THENCE, continuing along the north line of this easement, said Lot 1 and said City of Lockhart tract, and along the south line of said 4.516 acre Gerald L. Clough et al. tract, **North 79°28'25" East 16.67 feet** to a calculated point;

THENCE, along the east line of this easement, crossing said Lot 1 and said City of Lockhart tract, the following five (5) courses, numbered 4 through 8:

- 4) **South 37°59'15" East 97.23 feet** to a calculated point,
- 5) **North 51°51'25" East 90.23 feet** to a calculated point,
- 6) **South 37°50'34" East 30.00 feet** to a calculated point,
- 7) **South 51°51'25" West 90.16 feet** to a calculated point, and
- 8) **South 37°59'15" East 151.37 feet** to a calculated point in the south line of said Lot 1 and said City of Lockhart tract, being in the existing north right-of-way line and an existing "Access Denial Line" of N. Cesar Chavez Parkway;

- 9) THENCE, along the south line of this easement, said Lot 1 and said City of Lockhart tract, and the existing north right-of-way line and an existing "Access Denial Line" of N. Cesar Chavez Parkway, **South 52°00'43" West 30.00 feet** to the POINT OF BEGINNING and containing 0.2593 of one acre (11,297 square feet) of land within these metes and bounds.

Bearing Basis Note

The bearings described herein are based on the Texas Coordinate System, South Central Zone (4204), NAD83 (2011) EPOCH 2010.00. The coordinates shown are grid coordinates.

SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.

3301 Hancock Dr., Ste. 6

Austin, TX 78731 (512) 451-8591

TBPELS Survey Firm# 10095500



A handwritten signature in blue ink, appearing to read "Chris Conrad", written over a horizontal line.

04/23/2024

Chris Conrad, Reg. Professional Land Surveyor No. 5623

Date

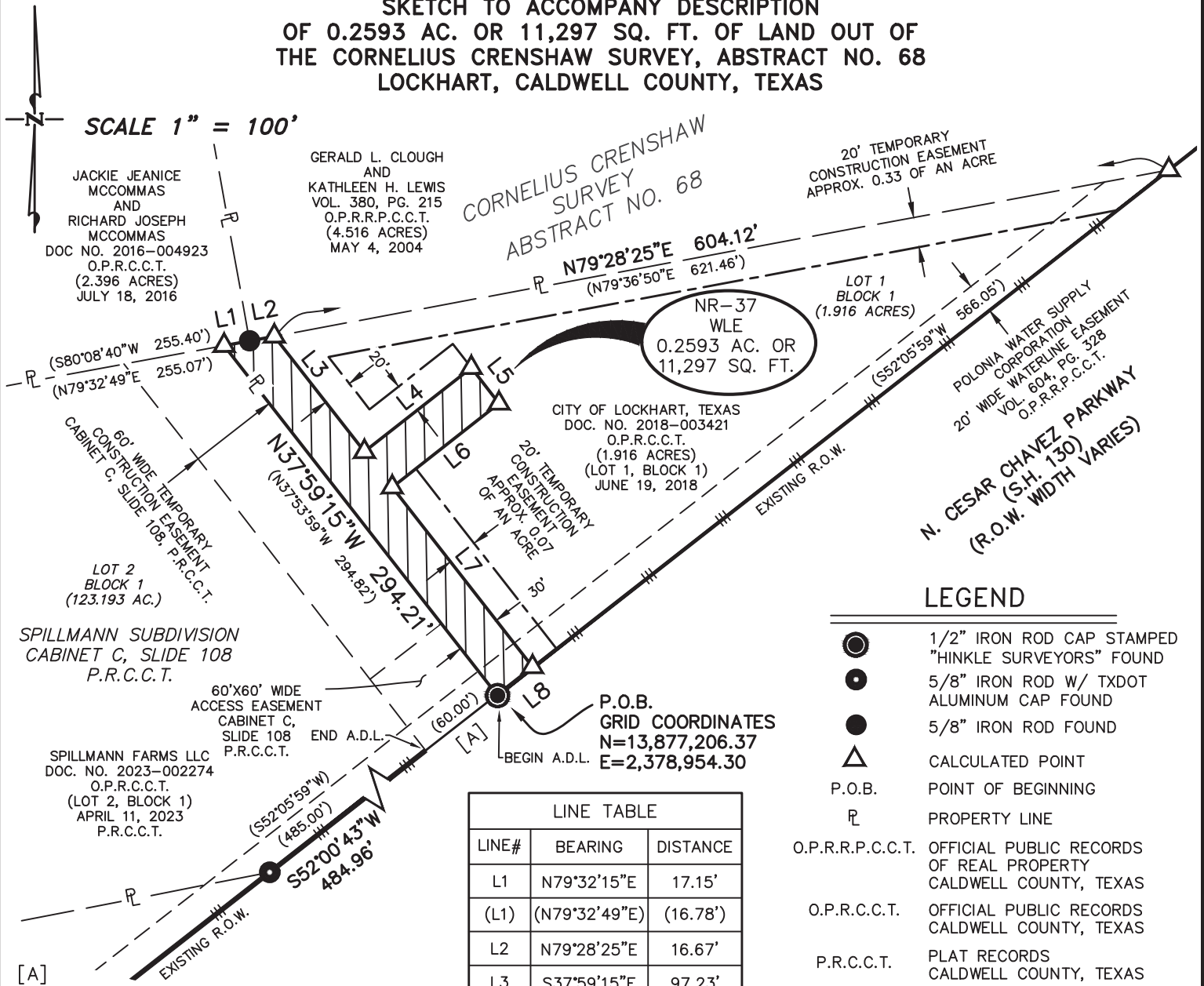
Note: There is a plat to accompany this description.

M:\HDR~22-179~GBRA Texas 130\Description\NR-37~0.2593 Ac WLE-R1_KS

Issued 04/01/2024; Revised 04/23/2024

CCAD ID 116631

**SKETCH TO ACCOMPANY DESCRIPTION
OF 0.2593 AC. OR 11,297 SQ. FT. OF LAND OUT OF
THE CORNELIUS CRENSHAW SURVEY, ABSTRACT NO. 68
LOCKHART, CALDWELL COUNTY, TEXAS**



LEGEND

- 1/2" IRON ROD CAP STAMPED "HINKLE SURVEYORS" FOUND
- 5/8" IRON ROD W/ TXDOT ALUMINUM CAP FOUND
- 5/8" IRON ROD FOUND
- CALCULATED POINT
- P.O.B. POINT OF BEGINNING
- PROPERTY LINE
- O.P.R.R.P.C.C.T. OFFICIAL PUBLIC RECORDS OF REAL PROPERTY CALDWELL COUNTY, TEXAS
- O.P.R.C.C.T. OFFICIAL PUBLIC RECORDS CALDWELL COUNTY, TEXAS
- P.R.C.C.T. PLAT RECORDS CALDWELL COUNTY, TEXAS
- VOL./PG. VOLUME/PAGE
- DOC. NO. DOCUMENT NUMBER
- PROPERTY BREAK LINE
- R.O.W. RIGHT OF WAY
- ACCESS DENIAL LINE (A.D.L.)

[A] TEXAS TRANSPORTATION COMMISSION MINUTE ORDER NO. 115843 DATED 8/27/2020 WHICH REDESIGNATES THE LOCATION OF THE CONTROL OF ACCESS ALONG THE SOUTH LINE OF LOT 1, AS ORIGINALLY ESTABLISHED BY AGREED FINAL JUDGMENT RECORDED IN DOC. NO. 2019-000701, O.P.R.C.C.T. AND RE-RECORDED IN DOC. NO. 2020-001165, O.P.R.C.C.T., TO THIS LOCATION ALONG THE SOUTHEAST LINE OF LOT 2.

- NOTES:**
- THIS PROJECT IS REFERENCED, FOR ALL BEARING AND COORDINATE BASIS, TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NORTH AMERICAN DATUM OF 1983 (2011) EPOCH 2010.00. COORDINATES SHOWN HEREON ARE GRID COORDINATES.
 - THIS SURVEY WAS PERFORMED WITH THE BENEFIT OF A TITLE COMMITMENT PREPARED BY FIRST AMERICAN TITLE GUARANTY COMPANY FILE NO. 2343060-BUD, EFFECTIVE DATE DECEMBER 7, 2023.
 - EXISTING EASEMENTS LISTED IN THE TITLE COMMITMENT SCHEDULE B, ITEM 10 DO NOT AFFECT THE PROPOSED ACQUISITION EXCEPT AS SHOWN HEREON.



Chris Conrad

04/23/2024

CHRIS CONRAD, REG. PROF. LAND SURVEYOR NO. 5623 DATE
Note: There is a description to accompany this plat.

CCAD ID 116631
REVISED: 04/23/2024
ISSUED: 04/01/2024

McGRAY & McGRAY
LAND SURVEYORS, INC.

3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
MCGRAY.COM (512) 451-8591
TBPELS SURVEY FIRM #10095500

SCALE:	1" = 100'	
DATE:	04/23/2024	TECH: BLM
PROJECT:	22-179	FIELD: -
	SHEET:	4 OF 4

NOTICE OF CONFIDENTIALITY RIGHTS. IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

PERMANENT EASEMENT AGREEMENT

This Permanent Easement Agreement (the "Agreement"), dated the ____ day of _____ 2024, is between **City of Lockhart**, whose mailing address is **PO Box 239, Lockhart, TX 78644-0029** (hereinafter referred to as "Grantor", whether one or more), and Guadalupe-Blanco River Authority, a conservation and reclamation district created under a series of acts compiled as Article 8280-106, Vernon's Annotated Texas Civil Statutes, as amended, pursuant to the provisions of Article 16, Section 59 of the Constitution of the State of Texas, with offices at physical address and mailing address for all correspondence to 2225 E. Common St., New Braunfels, Texas 78130, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND NO/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee an exclusive thirty foot (30") wide free and unobstructed permanent easement in order to install, construct, operate, use, repair, upgrade, relocate, remove and maintain pipelines (the "Pipeline(s)", whether one or multiple"), and any appurtenant facilities in, over, through, across, under, and along land owned by the Grantor, as more particularly described in the survey and legal description attached hereto as Exhibit "A" and "B" ("the Permanent Easement").

Grantor does also hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee temporary workspace (and additional temporary workspace, if any), as more particularly described in Exhibit B attached hereto, in order to construct the Pipeline(s) and any appurtenant facilities in, over, through, across, under, and along the property (the "Temporary Construction Easement") (the "Permanent Easement" and "Temporary Construction Easement" are collectively referred to as the "Easements"). The term of the Temporary Construction Easement shall be for a period to extend to the earlier of twenty-four (24) months from the date of construction commencement or completion of the project in its entirety. All rights, duties and/or obligations arising by or under this Agreement shall only apply to the Temporary Construction Easement while same is in effect.

It is further agreed as follows:

1. The right to use the Easements shall belong to the Grantee and its agents, employees, designees, contractors, successors and assigns, and all those acting by or on behalf of it for the purposes of constructing, maintaining, operating, repairing, rebuilding, relocating, replacing, and removing the Pipeline(s) within the Permanent Easement, abandoning in place and removing at will, in whole or in part, the Pipeline(s), for the transportation of water, together with above- and below-ground appurtenances as may be necessary or desirable for the operation of the Pipeline(s), over, across, under and upon the Permanent Easement. Without limitation, Grantee shall have the right to

construct the following structures or devices within the Permanent Easement during and after completion of construction: manholes and its protective covers, pipeline drain valve assemblies, and/or air releases and vacuum valve assemblies and cut off valves in their protective casements and barriers as well as testing devices and corrosion prevention appliances and structures on the pipeline(s), meters, and vaults identifying the location of structures above and below the surface of the earth.

2. Grantee shall bury the Pipeline(s) to a minimum depth of thirty-six inches (36") below the surface of the ground.

3. Grantee shall have the right of ingress, egress, entry and access in, to, through, on, over, under, and across the Easements and where same intersect any public road or public right-of-way or other easement to which Grantee has the right to access and along any roads designated by Grantor, for any and all purposes necessary and/or incident to the exercise by the Grantee of the rights granted to it by this Agreement. Grantee shall promptly repair any damage to Grantor's roads caused by Grantee so as to maintain the roads in as good or better condition as existed prior to use by Grantee.

4. Grantee shall have the right to select the exact location of the Pipeline(s) within the Permanent Easement.

5. The consideration paid by Grantee in this Agreement shall be considered full compensation of the Easements, any and all damages to the Grantor's remaining property and for reasonably anticipated damages caused to the surface of Grantor's lands within the Easements during the initial construction of the Pipeline(s) and related facilities as well as damages related to future operation, use, repair, upgrading, relocation, removal and maintenance of the Pipeline(s).

6. Grantee shall have the right to remove any fence which now crosses or may cross the Easements during initial construction of the Pipeline(s), provided such fences are repaired to as good or better conditions than existed prior to construction. Grantee shall have the right to install gates in Grantor's fences, which cross or run parallel to the Easements and to maintain locks on said gates. Grantor may construct other fences across the Easements subject to Grantee retaining the right to construct gates in said fences and maintain locks for such fences consistent with requirements of Grantee. Grantor shall be allowed to install its own locks on Grantee gates so long as such locks do not interfere with Grantee's use of its locks.

7. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor may not use any part of the Easements if such use may damage, destroy, injure, and/or interfere with Grantee's use of the Easements for the purposes for which the Easements is being sought by Grantee. Grantor is not permitted to conduct any of the following activities on the Easements: (1) construct any temporary or permanent building, site improvements or stormwater detention ponds; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above- or below-ground obstruction that may interfere with the purposes for which this Agreement is being acquired may be placed, erected, installed or permitted upon the Easements without the written permission of Grantee; provided, however, Grantor may construct and maintain roads that cross the Permanent Easement provided that the roads cross the Permanent Easement at or near a

90-degree angle to the long sides of the Permanent Easement. Any such roads shall be constructed and maintained subject to the rights granted to the Grantee herein. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the Easements are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

8. Grantee has the right to mow the Permanent Easement and to trim or cut down or eliminate all trees or shrubbery, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with the operation of the Pipeline(s) and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the Pipeline(s) and appurtenant facilities. All trees, brush and other debris caused by construction shall be chipped and spread on the Permanent Easement or removed from the property.

9. Grantor shall retain all the oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill, mine, explore or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Grantee will, insofar as reasonably practicable, level, re-grade, and reseed the ground disturbed by Grantee's use of the Easements and will maintain the Easements clean of all litter and trash during periods of construction, operation, maintenance, repair or removal. All construction debris shall be cleaned up and removed from Grantor's lands upon completion of installation and construction of the Pipeline(s). Grantee may construct, maintain, change slopes of cuts and fills to ensure proper lateral and subjacent support for, and drainage for the Pipeline(s) and appurtenant facilities related to this Pipeline(s) project. In making such changes, Grantee shall comply with this Section.

11. Grantee shall use the Easements solely for the purposes specified in this Agreement. There shall be no hunting or fishing on the Easements or any of Grantor's lands by Grantee, its officers, agents, employees, contractors, invitees, guests or representatives at any time. No firearms or fishing equipment shall be taken on the Easements by Grantee, its officers, agents, employees, contractors, or representatives at any time.

12. This Agreement may be executed in several counterparts, each of which shall be an original of this Agreement but all of which, taken together, shall constitute one and the same Agreement and be binding upon the parties who executed any counterpart, regardless of whether it is executed by all parties named herein.

13. Grantee shall have the right to assign this Easement in whole or in part, in which event Grantor acknowledges and agrees that the assignee shall succeed to the rights and obligations of Grantee to the extent conveyed in such assignment.

14. This Agreement constitutes the entire agreement and supersedes any and all prior oral understandings and/or agreements, if any, concerning the subject of this Agreement. Grantor confirms and agrees that Grantor has been made no promise or agreement by Grantee or any agent of Grantee (which is not expressed or referenced specifically within the Agreement) in executing this Agreement, that Grantor is not relying upon any statement or representation of Grantee or any agent of Grantee and that Grantor's execution of this Agreement is free and voluntary; this Agreement may not be modified or amended except on or after the date hereof by a writing signed by the party against whom said modification or amendment is to be enforced and no party shall be liable or bound to any other party in any manner except as specifically set forth herein.

TO HAVE AND TO HOLD the rights, privileges and authority hereby granted unto the Grantee, its successors and assigns, forever, and Grantor does hereby agree to warrant and defend said Easements unto Grantee, its successors and assigns. This Agreement and all of its terms, provisions and obligations shall be covenants running with the land affected thereby and shall inure to the benefit of and be binding upon Grantor and Grantee and their respective heirs, executors, administrators, successors and assigns.

[Signature Pages to Follow]

EXECUTED this ____ day of _____ 2024.

GRANTOR:

City of Lockhart

By: _____

Name: Lew White

Title: Mayor

ACKNOWLEDGEMENT

STATE OF TEXAS

§
§
§

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared Lew White, Mayor of City of Lockhart, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and, in the capacity, therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____ 2024.

Notary Public in and for the State of Texas

(Print Name of Notary Public Here)

ACCEPTED:

GUADALUPE-BLANCO RIVER AUTHORITY

By: _____
Darrell Nichols
General Manager/CEO

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF COMAL §

BEFORE ME, the undersigned authority, on this day personally appeared Darrell Nichols, General Manager/CEO of the Guadalupe-Blanco River Authority, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and, in the capacity, therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____ 2024.

Notary Public in and for the State of Texas

(Print Name of Notary Public Here)

PLEASE RETURN RECORDED ORIGINAL TO:

**Guadalupe-Blanco River Authority
2225 E. Common St.
New Braunfels, Texas 78130**

ATTN: General Manager/CEO

EXHIBIT "A"

Parcel ER-02

0.3508 Acre Waterline Easement
James George Survey No. 7, Abstract No. 9
Caldwell County, Texas

DESCRIPTION FOR PARCEL ER-02

DESCRIPTION OF A 0.3508 OF ONE ACRE (15,283 SQUARE FOOT) EASEMENT, OUT OF THE JAMES GEORGE SURVEY NO. 7, ABSTRACT NO. 9, CALDWELL COUNTY, TEXAS, BEING A PORTION THAT TRACT DESCRIBED AS 8.807 ACRES CONVEYED TO THE CITY OF LOCKHART BY DEED DATED FEBRUARY 14, 1953, AS RECORDED IN VOLUME 249, PAGE 65, DEED RECORDS, CALDWELL COUNTY, TEXAS; SAID 0.3508 OF ONE ACRE (15,283 SQUARE FOOT) EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a fence post found at the southwest corner of this easement and said 8.807 acre City of Lockhart tract, being at an interior ell corner in the north line of that tract described as 49.781 acres conveyed to Ashley Hatcher by Executor's Deed, as recorded in Document No. 2023-004801, Official Public Records, Caldwell County, Texas, said POINT OF BEGINNING having Grid Coordinates of N=13,865,695.55, E=2,397,384.96;

- 1) THENCE, along the west line of this easement and said 8.807 acre City of Lockhart tract, and a north line of said 49.781 acre Ashley Hatcher tract, **North 20°17'55" East 509.88 feet** to a calculated point at the northwest corner of this easement and said City of Lockhart tract, being in the existing south right-of-way line of Old McMahan Road (County Road 208, varying width);
- 2) THENCE, along the north line of this easement and said 8.807 acre City of Lockhart tract, and the existing south right-of-way line of Old McMahan Road, **South 68°06'08" East 30.01 feet** to a calculated point at the northeast corner of this easement;
- 3) THENCE, along the east line of this easement, crossing said 8.807 acre City of Lockhart tract, **South 20°17'55" West 509.06 feet** to a calculated point at the southeast corner of this easement, being in the south line of said 8.807 acre City of Lockhart tract, and a north line of said 49.781 acre Ashley Hatcher tract, from which a fence post found at the southeast corner of said 8.807 acre City of Lockhart tract, being an interior ell corner in the north line of said 49.781 acre Ashley Hatcher tract, bears South 69°41'08" East 831.48 feet;

- 4) THENCE, along the south line of this easement and said 8.807 acre City of Lockhart tract, and a north line of said 49.781 acre Ashley Hatcher tract, **North 69°41'08" West 30.00 feet** to the POINT OF BEGINNING and containing 0.3508 of one acre (15,283 square feet) of land within these metes and bounds.

Bearing Basis Note

The bearings described herein are based on the Texas Coordinate System, South Central Zone (4204), NAD83 (2011) EPOCH 2010.00. The coordinates shown are grid coordinates.

SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.

3301 Hancock Dr., Ste. 6

Austin, TX 78731 (512) 451-8591

TBPELS Survey Firm# 10095500



01/12/2024

Chris Conrad, Reg. Professional Land Surveyor No. 5623

Date

Note: There is a plat to accompany this description.

M:\HDR~22-179~GBRA Texas 130\Description\ER-02~0.3508 Ac WLE-R2_KS

Issued 09/14/2023; Revised 11/16/2023; 01/12/2024

CCAD ID 33568

SKETCH TO ACCOMPANY DESCRIPTION
OF 0.3508 AC. OR 15,283 SQ. FT. OF LAND OUT OF
THE JAMES GEORGE SURVEY NO. 7, ABSTRACT NO. 9
LOCKHART, CALDWELL COUNTY, TEXAS

SCALE 1" = 100'

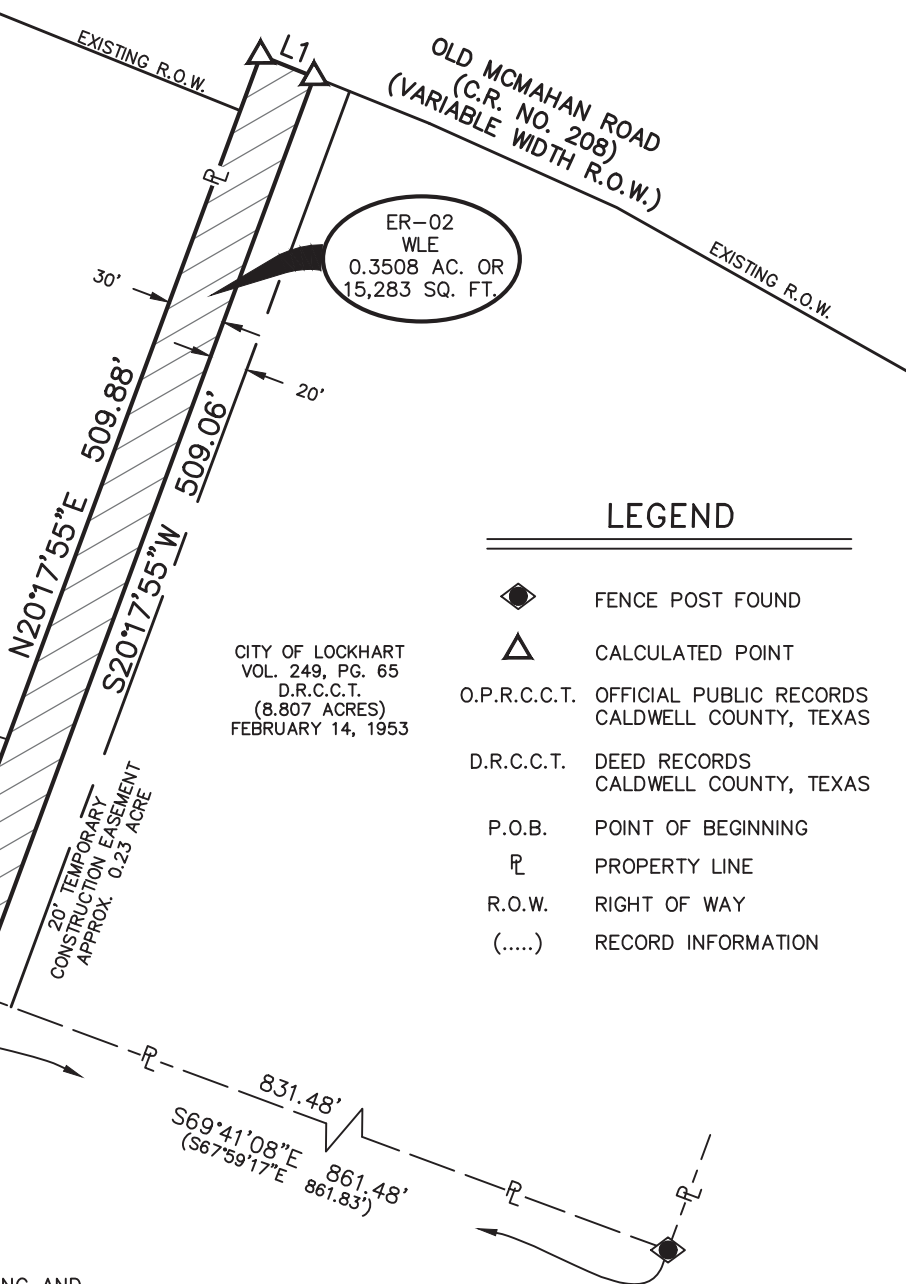
JAMES GEORGE
SURVEY NO. 7
ABSTRACT NO. 9

ASHLEY HATCHER
DOC. NO. 2023-004801
O.P.R.C.C.T.
(49.7821 ACRES)
AUGUST 1, 2023

CITY OF LOCKHART
WATERLINE EASEMENT CENTERLINE
VOL. 251, PG. 296, D.R.C.C.T.

LINE TABLE		
LINE#	BEARING	DISTANCE
L1	S68°06'08"E	30.01'
L2	N69°41'08"W	30.00'

P.O.B.
GRID COORDINATES
N=13,865,695.55
E=2,397,384.96



LEGEND

- FENCE POST FOUND
- CALCULATED POINT
- O.P.R.C.C.T. OFFICIAL PUBLIC RECORDS
CALDWELL COUNTY, TEXAS
- D.R.C.C.T. DEED RECORDS
CALDWELL COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- PROPERTY LINE
- R.O.W. RIGHT OF WAY
- (.....) RECORD INFORMATION

CITY OF LOCKHART
VOL. 249, PG. 65
D.R.C.C.T.
(8.807 ACRES)
FEBRUARY 14, 1953

ASHLEY HATCHER
DOC. NO. 2023-004801
O.P.R.C.C.T.
(49.7821 ACRES)
AUGUST 1, 2023

- NOTES:
- THIS PROJECT IS REFERENCED, FOR ALL BEARING AND COORDINATE BASIS, TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NORTH AMERICAN DATUM OF 1983 (2011) EPOCH 2010.00. COORDINATES SHOWN HEREON ARE GRID COORDINATES.
 - THIS SURVEY WAS PERFORMED WITH THE BENEFIT OF A TITLE COMMITMENT PREPARED BY FIRST AMERICAN TITLE GUARANTY COMPANY FILE NO. 2247457-BUD, EFFECTIVE DATE SEPTEMBER 11, 2023.
 - EXISTING EASEMENTS LISTED IN THE TITLE COMMITMENT SCHEDULE B, ITEM10, DO NOT AFFECT THE PROPOSED ACQUISITION EXCEPT AS SHOWN HEREON.

Chris Conrad



01/12/2024

CHRIS CONRAD, REG. PROF. LAND SURVEYOR NO. 5623 DATE
Note: There is a description to accompany this plat.

CCAD ID 33568
SURVEYED BY:

REVISED: 01/12/2024
REVISED: 11/16/2023
ISSUED: 09/14/2023
PAGE 3 OF 3

McGRAY & McGRAY
LAND SURVEYORS, INC.
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
MCGRAY.COM (512) 451-8591
TBPELS SURVEY FIRM #10095500

EXHIBIT "D"

CGSP-TX-130 Project
Tract #:NR-37
Caldwell County, Texas

NOTICE OF CONFIDENTIALITY RIGHTS. IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

PERMANENT EASEMENT AGREEMENT

This Permanent Easement Agreement (the "Agreement"), dated the ____ day of _____ 2024, is between **City of Lockhart, Texas**, whose mailing address is **PO Box 239, Lockhart, TX 78644-0239** (hereinafter referred to as "Grantor", whether one or more), and Guadalupe-Blanco River Authority, a conservation and reclamation district created under a series of acts compiled as Article 8280-106, Vernon's Annotated Texas Civil Statutes, as amended, pursuant to the provisions of Article 16, Section 59 of the Constitution of the State of Texas, with offices at physical address and mailing address for all correspondence to 2225 E. Common St., New Braunfels, Texas 78130, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND NO/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee a thirty foot (30') wide free and unobstructed permanent easement in order to install, construct, operate, use, repair, upgrade, relocate, remove and maintain pipelines (the "Pipeline(s), whether one or multiple"), and any appurtenant facilities in, over, through, across, under, and along land owned by the Grantor, as more particularly described in the survey and legal description attached hereto as Exhibit "A" and "B" ("the Permanent Easement").

Grantor does also hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee temporary workspace (and additional temporary workspace, if any), as more particularly described in Exhibit B attached hereto, in order to construct the Pipeline(s) and any appurtenant facilities in, over, through, across, under, and along the property (the "Temporary Construction Easement") (the "Permanent Easement" and "Temporary Construction Easement" are collectively referred to as the "Easements"). The term of the Temporary Construction Easement shall be for a period to extend to the earlier of twenty-four (24) months from the date of construction commencement or completion of the project in its entirety. All rights, duties and/or obligations arising by or under this Agreement shall only apply to the Temporary Construction Easement while same is in effect.

It is further agreed as follows:

1. The right to use the Easements shall belong to the Grantee and its agents, employees, designees, contractors, successors and assigns, and all those acting by or on behalf of it for the purposes of constructing, maintaining, operating, repairing, rebuilding, relocating, replacing, and removing the Pipeline(s) within the Permanent Easement, abandoning in place and removing at will, in whole or in part, the Pipeline(s), for the transportation of water, together with above- and below-ground appurtenances as may be necessary or desirable for the operation of the Pipeline(s), over, across, under and upon the Permanent Easement. Without limitation, Grantee shall have the right to

construct the following structures or devices within the Permanent Easement during and after completion of construction: manholes and its protective covers, pipeline drain valve assemblies, and/or air releases and vacuum valve assemblies and cut off valves in their protective casements and barriers as well as testing devices and corrosion prevention appliances and structures on the pipeline(s), meters, and vaults identifying the location of structures above and below the surface of the earth.

2. Grantee shall bury the Pipeline(s) to a minimum depth of thirty-six inches (36") below the surface of the ground.

3. Grantee shall have the right of ingress, egress, entry and access in, to, through, on, over, under, and across the Easements and where same intersect any public road or public right-of-way or other easement to which Grantee has the right to access and along any roads designated by Grantor, for any and all purposes necessary and/or incident to the exercise by the Grantee of the rights granted to it by this Agreement. Grantee shall promptly repair any damage to Grantor's roads caused by Grantee so as to maintain the roads in as good or better condition as existed prior to use by Grantee.

4. Grantee shall have the right to select the exact location of the Pipeline(s) within the Permanent Easement.

5. The consideration paid by Grantee in this Agreement shall be considered full compensation of the Easements, any and all damages to the Grantor's remaining property and for reasonably anticipated damages caused to the surface of Grantor's lands within the Easements during the initial construction of the Pipeline(s) and related facilities as well as damages related to future operation, use, repair, upgrading, relocation, removal and maintenance of the Pipeline(s).

6. Grantee shall have the right to remove any fence which now crosses or may cross the Easements during initial construction of the Pipeline(s), provided such fences are repaired to as good or better conditions than existed prior to construction. Grantee shall have the right to install gates in Grantor's fences, which cross or run parallel to the Easements and to maintain locks on said gates. Grantor may construct other fences across the Easements subject to Grantee retaining the right to construct gates in said fences and maintain locks for such fences consistent with requirements of Grantee. Grantor shall be allowed to install its own locks on Grantee gates so long as such locks do not interfere with Grantee's use of its locks.

7. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor may not use any part of the Easements if such use may damage, destroy, injure, and/or interfere with Grantee's use of the Easements for the purposes for which the Easements is being sought by Grantee. Grantor is not permitted to conduct any of the following activities on the Easements: (1) construct any temporary or permanent building, site improvements or stormwater detention ponds; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above- or below-ground obstruction that may interfere with the purposes for which this Agreement is being acquired may be placed, erected, installed or permitted upon the Easements without the written permission of Grantee; provided, however, Grantor may construct and maintain roads that cross the Permanent Easement provided that the roads cross the Permanent Easement at or near a

90-degree angle to the long sides of the Permanent Easement. Any such roads shall be constructed and maintained subject to the rights granted to the Grantee herein. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the Easements are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

8. Grantee has the right to mow the Permanent Easement and to trim or cut down or eliminate all trees or shrubbery, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with the operation of the Pipeline(s) and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the Pipeline(s) and appurtenant facilities. All trees, brush and other debris caused by construction shall be chipped and spread on the Permanent Easement or removed from the property.

9. Grantor shall retain all the oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill, mine, explore or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Grantee will, insofar as reasonably practicable, level, re-grade, and reseed the ground disturbed by Grantee's use of the Easements and will maintain the Easements clean of all litter and trash during periods of construction, operation, maintenance, repair or removal. All construction debris shall be cleaned up and removed from Grantor's lands upon completion of installation and construction of the Pipeline(s). Grantee may construct, maintain, change slopes of cuts and fills to ensure proper lateral and subjacent support for, and drainage for the Pipeline(s) and appurtenant facilities related to this Pipeline(s) project. In making such changes, Grantee shall comply with this Section.

11. Grantee shall use the Easements solely for the purposes specified in this Agreement. There shall be no hunting or fishing on the Easements or any of Grantor's lands by Grantee, its officers, agents, employees, contractors, invitees, guests or representatives at any time. No firearms or fishing equipment shall be taken on the Easements by Grantee, its officers, agents, employees, contractors, or representatives at any time.

12. Grantor may construct and/or dedicate utilities and grant and convey easements subject to the requirements herein, including but not limited to water, gas, electric, wastewater, telephone, cable, fiber optic, and drainage, within the Easements so long as such easements, utilities, and facilities do not interfere with Grantee's exercise of rights obtained herein. Any such facilities shall meet offset requirements consistent with industry, statutory, or regulatory standards. All such facilities must be constructed at or near a 90-degree angle to the long sides of the Easements and shall not be placed

within the Easements parallel to the Pipeline(s). Grantors, their successors, or assigns, or any third party seeking to install facilities within the Easements shall submit plans to Grantee for review and approval in advance of construction. Such approval shall not be unreasonably withheld, conditioned, or delayed. Grantee may require any third-party constructing facilities within the Easements to enter into an encroachment or similar agreement in advance of construction.

13. This Agreement may be executed in several counterparts, each of which shall be an original of this Agreement but all of which, taken together, shall constitute one and the same Agreement and be binding upon the parties who executed any counterpart, regardless of whether it is executed by all parties named herein.

14. Grantee shall have the right to assign these Easements in whole or in part, in which event Grantor acknowledges and agrees that the assignee shall succeed to the rights and obligations of Grantee to the extent conveyed in such assignment.

15. This Agreement constitutes the entire agreement and supersedes any and all prior oral understandings and/or agreements, if any, concerning the subject of this Agreement. Grantor confirms and agrees that Grantor has been made no promise or agreement by Grantee or any agent of Grantee (which is not expressed or referenced specifically within the Agreement) in executing this Agreement, that Grantor is not relying upon any statement or representation of Grantee or any agent of Grantee and that Grantor's execution of this Agreement is free and voluntary; this Agreement may not be modified or amended except on or after the date hereof by a writing signed by the party against whom said modification or amendment is to be enforced and no party shall be liable or bound to any other party in any manner except as specifically set forth herein.

TO HAVE AND TO HOLD the rights, privileges and authority hereby granted unto the Grantee, its successors and assigns, forever, and Grantor does hereby agree to warrant and defend said Easements unto Grantee, its successors and assigns. This Agreement and all of its terms, provisions and obligations shall be covenants running with the land affected thereby and shall inure to the benefit of and be binding upon Grantor and Grantee and their respective heirs, executors, administrators, successors and assigns.

[Signature Pages To Follow]

EXECUTED this ____ day of _____ 2024.

GRANTOR:

City of Lockhart, Texas

By: _____

Name: Lew White

Title: Mayor

ACKNOWLEDGEMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

BEFORE ME, the undersigned authority, on this day personally appeared Lew White, Mayor of City of Lockhart, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and, in the capacity, therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____ 2024.

Notary Public in and for the State of Texas

(Print Name of Notary Public Here)

ACCEPTED:

GUADALUPE-BLANCO RIVER AUTHORITY

By: _____
Darrell Nichols
General Manager/CEO

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF COMAL §

BEFORE ME, the undersigned authority, on this day personally appeared Darrell Nichols, General Manager/CEO of the Guadalupe-Blanco River Authority, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and, in the capacity, therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____ 2024.

Notary Public in and for the State of Texas

(Print Name of Notary Public Here)

PLEASE RETURN RECORDED ORIGINAL TO:

**Guadalupe-Blanco River Authority
2225 E. Common St.
New Braunfels, Texas 78130**

ATTN: General Manager/CEO

EXHIBIT "A"

Parcel NR-37

0.2593 Acre Waterline Easement
Cornelius Crenshaw Survey, Abstract No. 68
Caldwell County, Texas

DESCRIPTION FOR PARCEL NR-37

DESCRIPTION OF A 0.2593 OF ONE ACRE (11,297 SQUARE FOOT) EASEMENT OUT OF THE CORNELIUS CRENSHAW SURVEY, ABSTRACT NO. 68, CALDWELL COUNTY, TEXAS, BEING A PORTION OF LOT 1, BLOCK 1, SPILLMANN SUBDIVISION, A SUBDIVISION OF RECORD IN CABINET C, SLIDE 108, PLAT RECORDS, CALDWELL COUNTY, TEXAS, SAID LOT 1 CONVEYED TO CITY OF LOCKHART, TEXAS BY SPECIAL WARRANTY DEED DATED JUNE 19, 2018, AS RECORDED IN DOCUMENT NO. 2018-003421, OFFICIAL PUBLIC RECORDS, CALDWELL COUNTY, TEXAS; SAID 0.2593 OF ONE ACRE (11,297 SQUARE FOOT) EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8-inch iron rod with "Hinkel Surveyors" cap found at the southwest corner of said Lot 1 and said City of Lockhart tract, being the southeast corner of Lot 2, Block 1, in said Spillmann Subdivision, said Lot 2 conveyed to Spillmann Farms LLC by Special Warranty Deed, as recorded in Document No. 2023-002274, Official Public Records of Caldwell County, Texas, also being in the existing north right-of-way line and existing "Access Denial Line" of N. Cesar Chavez Parkway (SH 130, varying width right-of-way), said POINT OF BEGINNING having Grid Coordinates of N=13,877,206.37, E=2,378,954.30, from which a 5/8-inch iron rod with Texas Department of Transportation (TxDOT) aluminum cap found at the southwest corner of said Lot 2 and said Spillmann Farms tract, being in the existing north right-of-way line and existing "Access Denial Line" of N. Cesar Chavez Parkway, bears South 52°00'43" West 484.96 feet;

- 1) THENCE, along the west line of this easement, said Lot 1 and said City of Lockhart tract, and the east line of said Lot 2 and said Spillmann Farms tract, **North 37°59'15" West 294.21 feet** to a calculated point at the northwest corner of said Lot 1 and said City of Lockhart tract, being the northeast corner of said Lot 2 and said Spillmann Farms tract, also being in the south line of that tract described as 2.396 acres conveyed to Jackie Jeanice McCommas and Richard Joseph McCommas by General Warranty Deed, as recorded in Document No. 2016-004923, Official Public Records, Caldwell County, Texas;

- 2) THENCE, along the north line of this easement, said Lot 1 and said City of Lockhart tract, and the south line of said 2.396 acre McCommas tract, **North 79°32'15" East 17.15 feet** to a 5/8-inch iron rod found at the southeast corner of said 2.396 acre McCommas tract, being the southwest corner of that tract described as 4.516 acres conveyed to Gerald L. Clough and Kathleen H. Lewis by General Warranty Deed, as recorded in Volume 380, Page 215, Official Public Records of Real Property, Caldwell County, Texas;
- 3) THENCE, continuing along the north line of this easement, said Lot 1 and said City of Lockhart tract, and along the south line of said 4.516 acre Gerald L. Clough et al. tract, **North 79°28'25" East 16.67 feet** to a calculated point;

THENCE, along the east line of this easement, crossing said Lot 1 and said City of Lockhart tract, the following five (5) courses, numbered 4 through 8:

- 4) **South 37°59'15" East 97.23 feet** to a calculated point,
- 5) **North 51°51'25" East 90.23 feet** to a calculated point,
- 6) **South 37°50'34" East 30.00 feet** to a calculated point,
- 7) **South 51°51'25" West 90.16 feet** to a calculated point, and
- 8) **South 37°59'15" East 151.37 feet** to a calculated point in the south line of said Lot 1 and said City of Lockhart tract, being in the existing north right-of-way line and existing "Access Denial Line" of N. Cesar Chavez Parkway;

- 9) THENCE, along the south line of this easement, said Lot 1 and said City of Lockhart tract, and the existing north right-of-way line and existing "Access Denial Line" of N. Cesar Chavez Parkway, **South 52°00'43" West 30.00 feet** to the POINT OF BEGINNING and containing 0.2593 of one acre (11,297 square feet) of land within these metes and bounds.

Bearing Basis Note

The bearings described herein are based on the Texas Coordinate System, South Central Zone (4204), NAD83 (2011) EPOCH 2010.00. The coordinates shown are grid coordinates.

SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.

3301 Hancock Dr., Ste. 6

Austin, TX 78731 (512) 451-8591

TBPELS Survey Firm# 10095500



A handwritten signature in blue ink, appearing to read "Chris Conrad".

04/01/2024

Chris Conrad, Reg. Professional Land Surveyor No. 5623

Date

Note: There is a plat to accompany this description.

M:\HDR~22-179~GBRA Texas 130\Description\NR-37~0.2593 Ac WLE_KS

Issued 04/01/2024

CCAD ID 116631

"EXHIBIT B"

SKETCH TO ACCOMPANY DESCRIPTION OF 0.2593 AC. OR 11,297 SQ. FT. OF LAND OUT OF THE CORNELIUS CRENSHAW SURVEY, ABSTRACT NO. 68 LOCKHART, CALDWELL COUNTY, TEXAS

SCALE 1" = 100'

JACKIE JEANICE
MCCOMMAS
AND
RICHARD JOSEPH
MCCOMMAS
DOC NO. 2016-004923
O.P.R.C.C.T.
(2.396 ACRES)
JULY 18, 2016

GERALD L. CLOUGH
AND
KATHLEEN H. LEWIS
VOL. 380, PG. 215
O.P.R.R.P.C.C.T.
(4.516 ACRES)
MAY 4, 2004

CORNELIUS CRENSHAW
SURVEY
ABSTRACT NO. 68

20' TEMPORARY
CONSTRUCTION EASEMENT
APPROX. 0.33 OF AN ACRE

N79°28'25"E 604.12'
(N79°36'50"E 621.46')

LOT 1
BLOCK 1
(1.916 ACRES)

POLOMA WATER SUPPLY
CORPORATION
20' WIDE WATERLINE EASEMENT
VOL. 604, PG. 328
O.P.R.R.P.C.C.T.

N. CESAR CHAVEZ PARKWAY
(S.H. 130)
(R.O.W. WIDTH VARIES)

NR-37
WLE
0.2593 AC. OR
11,297 SQ. FT.

CITY OF LOCKHART, TEXAS
DOC. NO. 2018-003421
O.P.R.C.C.T.
(1.916 ACRES)
(LOT 1, BLOCK 1)
JUNE 19, 2018

BEGIN A.D.L.

END A.D.L.

SPILLMANN SUBDIVISION
CABINET C, SLIDE 108
P.R.C.C.T.

SPILLMANN FARMS LLC
DOC. NO. 2023-002274
O.P.R.C.C.T.
(LOT 2, BLOCK 1)
APRIL 11, 2023
P.R.C.C.T.

60'X60' WIDE
ACCESS EASEMENT
CABINET C,
SLIDE 108
P.R.C.C.T.

P.O.B.
GRID COORDINATES
N=13,877,206.37
E=2,378,954.30

LINE TABLE

LINE#	BEARING	DISTANCE
L1	N79°32'15"E	17.15'
(L1)	(N79°32'49"E)	(16.78')
L2	N79°28'25"E	16.67'
L3	S37°59'15"E	97.23'
L4	N51°51'25"E	90.23'
L5	S37°50'34"E	30.00'
L6	S51°51'25"W	90.16'
L7	S37°59'15"E	151.37'
L8	S52°00'43"W	30.00'

LEGEND

- 5/8" IRON ROD CAP STAMPED "HINKLE SURVEYORS" FOUND
- 5/8" IRON ROD W/ TXDOT ALUMINUM CAP FOUND
- 5/8" IRON ROD FOUND
- △ CALCULATED POINT
- P.O.B. POINT OF BEGINNING
- ℙ PROPERTY LINE
- O.P.R.R.P.C.C.T. OFFICIAL PUBLIC RECORDS OF REAL PROPERTY CALDWELL COUNTY, TEXAS
- O.P.R.C.C.T. OFFICIAL PUBLIC RECORDS CALDWELL COUNTY, TEXAS
- P.R.C.C.T. PLAT RECORDS CALDWELL COUNTY, TEXAS
- VOL./PG. VOLUME/PAGE
- DOC. NO. DOCUMENT NUMBER
- — — — — PROPERTY BREAK LINE
- R.O.W. RIGHT OF WAY
- — — — — ACCESS DENIAL LINE (A.D.L.)

NOTES:

- THIS PROJECT IS REFERENCED, FOR ALL BEARING AND COORDINATE BASIS, TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NORTH AMERICAN DATUM OF 1983 (2011) EPOCH 2010.00. COORDINATES SHOWN HEREON ARE GRID COORDINATES.
- THIS SURVEY WAS PERFORMED WITH THE BENEFIT OF A TITLE COMMITMENT PREPARED BY FIRST AMERICAN TITLE GUARANTY COMPANY FILE NO. 2343060-BUD, EFFECTIVE DATE DECEMBER 7, 2023.
- EXISTING EASEMENTS LISTED IN THE TITLE COMMITMENT SCHEDULE B, ITEM 10 DO NOT AFFECT THE PROPOSED ACQUISITION EXCEPT AS SHOWN HEREON.

Chris Conrad



04/01/2024

CHRIS CONRAD, REG. PROF. LAND SURVEYOR NO. 5623 DATE
Note: There is a description to accompany this plat.

CCAD ID 116631

ISSUED: 04/01/2024

McGRAY & McGRAY
LAND SURVEYORS, INC.
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
MCGRAY.COM (512) 451-8591
TBPELS SURVEY FIRM #10095500

SCALE:	1" = 100'	
DATE:	04/01/2024	TECH: BLM
PROJECT:	22-179	FIELD: -
		SHEET: 4 OF 4

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: August 20, 2024

AGENDA ITEM CAPTION: Discuss the Amended and Renewal of Interlocal Agreement (ILA) with Plum Creek Watershed Partnership and authorizing the City Manager to sign the document if approved.

ORIGINATING DEPARTMENT AND CONTACT: Public Works - Sean Kelley

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: The Plum Creek Partnership was created in 2006 and was established to restore and protect the waters of the Plum Creek. In 2011, the City along with other governmental agencies and utilities entered into an Interlocal Agreement regarding the partnership, which was renewed April 18, 2023.

The Amended and Renewal Interlocal Agreement establishes the primary responsibilities and tasks of the Plum Creek Watershed Coordinator, found in Attachments A & B. The agreement also sets forth the annual financial commitment for each entity based on population and square miles. The City's annual commitment remains the same as last year at \$2,686.00. The terms of the agreement is for (1) one year and will automatically renew each year.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required: \$2,686.00

Account Number: 275-5199-299-00

Funds Available:

Account Name: Other Contracts and Services

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION: July 2011- Entered ILA with Plum Creek Partnership
December 2015- Approved ILA Renewal
December 2017- Approved ILA Renewal
June 2023- Approved ILA Renewal

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff respectfully recommends approval of ILA to continue participation in the Plum Creek Watershed Protection Plan.

City of Lockhart, Texas

Council Agenda Item

Cover Sheet

LIST OF SUPPORTING DOCUMENTS: 2024 PLUM CREEK INTERLOCAL AGREEMENT
AMENDMENT

**INTERLOCAL AGREEMENT AMENDMENT AMONG
HAYS COUNTY, CALDWELL COUNTY, CITY OF LULING, CITY OF KYLE,
CITY OF BUDA, CITY OF LOCKHART, CITY OF UHLAND,
GUADALUPE-BLANCO RIVER AUTHORITY, PLUM CREEK CONSERVATION DISTRICT,
AQUA WATER SUPPLY CORPORATION, CALDWELL-TRAVIS SOIL AND WATER
CONSERVATION DISTRICT #304, AND HAYS COUNTY SOIL AND WATER
CONSERVATION DISTRICT #351, REGARDING IMPLEMENTATION OF THE PLUM CREEK
WATERSHED PROTECTION PLAN**

This Interlocal Agreement Amendment (“Amendment”) is made and entered into, effective the ____ day of _____, 2024 (“Effective Date”) by and among Hays County, Texas (“Hays County”); Caldwell County, Texas (“Caldwell County”); City of Luling (“Luling”); City of Kyle (“Kyle”); City of Buda (“Buda”); City of Lockhart (“Lockhart”); City of Uhland (“Uhland”); Guadalupe-Blanco River Authority (“GBRA”); Plum Creek Conservation District (“PCCD”); Aqua Water Supply Corporation (“Aqua Water”); Caldwell-Travis Soil and Water Conservation District #304 (“Caldwell-Travis SWCD”); and Hays County Soil and Water Conservation District #351 (“Hays County SWCD”); jointly known as the “Financing Parties.” This Amendment is entered into by the Financing Parties pursuant to the authority granted and in compliance with the provisions of the “Interlocal Cooperation Act,” as amended, Chapter 791, Texas Government Code. This Amendment is intended to further the purpose of the Interlocal Cooperation Act, which is to increase the efficiency and effectiveness of local governments.

WHEREAS in 2006, the Plum Creek Watershed Partnership (“PCWP”) was established to restore and protect the water quality in Plum Creek, a tributary of the San Marcos River in the Guadalupe River Basin of Texas, and each Financing Party named above has representatives on the PCWP Steering Committee that is described in and operates under the PCWP Ground Rules originally dated May 5, 2006 and updated in 2023 (“Ground Rules”), throughout that time; and

WHEREAS since that time several million dollars have been dedicated to the development and implementation of the highly recognized Plum Creek Watershed Protection Plan (“WPP”); and

WHEREAS the Plum Creek WPP is a roadmap to restore water quality in Plum Creek and includes recommendations on data collection and water quality monitoring, implementation of best management practices to address pollution from agriculture and urban sources, and outreach and education; and

WHEREAS the Plum Creek WPP satisfies the U.S. Environmental Protection Agency’s (“EPA”) guidelines and expectations for a WPP; and

WHEREAS the Plum Creek Watershed Coordinator (“PCWP Watershed Coordinator”), through an existing grant from the Texas State Soil and Water Conservation Board (“TSSWCB”), EPA, and the Financing Parties, payable and available to the PCWP Watershed Coordinator, facilitates the PCWP; secures additional funding through writing grants; tracks the progress of implementing the Plum Creek WPP; and reports water quality trends resulting from implementation of the Plum Creek WPP; and

WHEREAS on July 11, 2011, the Financing Parties entered into the Interlocal Agreement Among Hays County, Caldwell County, Luling, Kyle, Buda, Lockhart, Uhland, GBRA, PCCD, Aqua Water, Caldwell-

Travis SWCD, and Hays County SWCD for the protection of the Plum Creek Watershed (“Interlocal Agreement”); and

WHEREAS on June 7, 2023, the Financing Parties entered into the Amendment and Renewal of the Interlocal Agreement Among Hays County, Caldwell County, Luling, Kyle, Buda, Lockhart, Uhland, GBRA, PCCD, Aqua Water, Caldwell-Travis SWCD, and Hays County SWCD, regarding implementation of the Plum Creek Watershed Protection Plan (“Renewal and Extension”); and

WHEREAS, GBRA and the other parties now intend to classify the PCWP Watershed Coordinator as an employee of GBRA. GBRA will provide health and retirement benefits via its annual budget and the existing grants and interlocal funding will provide annual compensation; and,

WHEREAS the Financing Parties desire to ensure continued implementation of the Plum Creek WPP;

NOW THEREFORE, the Financing Parties have mutually agreed to amend the Interlocal Agreement and to proceed as follows:

ARTICLE I PCWP WATERSHED COORDINATOR

The Financing Parties agree to continue their support for the funding of a PCWP Watershed Coordinator for implementation of the Plum Creek WPP. Such program will continue to be the responsibility of the PCWP.

ARTICLE II MANAGING PARTNER

GBRA was designated as Managing Partner by the PCWP Steering Committee, following the execution of the Interlocal Agreement in 2011, and will continue to serve in this role. The Managing Partner will be responsible for updating the job description and responsibilities of the PCWP Watershed Coordinator, as needed, with input from the PCWP Steering Committee when requested by GBRA. The PCWP Steering Committee will continue to follow the Ground Rules.

The Managing Partner will employ the PCWP Watershed Coordinator. The Managing Partner will hire any subsequent PCWP Watershed Coordinators in the event that the position becomes vacant. The PCWP Watershed Coordinator will be housed at the GBRA office located in Seguin, Texas..

ARTICLE III PLUM CREEK WATERSHED COORDINATOR

The primary responsibilities of the PCWP Watershed Coordinator are stated and listed in Attachment A to this Amendment. Additionally, various other tasks of the PCWP Watershed Coordinator are stated and listed on Attachment B.

ARTICLE IV FUNDING

Any payments made by or financial obligations of any Financing Party relating to this Amendment shall be made from current revenues available to the Financing Party and shall be made to the Managing Partner. The Managing Partner is authorized to deposit all funds received from Financing Partners pursuant to this Amendment in applicable bank accounts and is authorized to spend such funds to implement this Amendment in accordance with the approved budget. The Financing Parties agree that the estimated annual budget balance, not including a grant reward, is approximately \$48,000.00 with said amount being allocated among several Financing Parties in accordance with Attachment C to this Amendment.

The Financing Parties further agree that other opportunities for funding shall be actively pursued by the PCWP Steering Committee, the Managing Partner, and PCWP Watershed Coordinator throughout the term of this Amendment. Other sources of funding which shall be pursued include, but are not limited to, federal, state, non-profit, non-government affiliated private or public grants, and other state and federal funding opportunities.

ARTICLE V STATISTICS AND DOCUMENTS

The Managing Partner shall properly, accurately, and completely maintain all documents, papers, records, and other evidence regarding implementation of this Amendment. To further the purpose of cooperative administration of the activities described within this Amendment, the Managing Partner agrees, if requested, to make documents and record materials associated with expenditures under this Amendment available to each Financing Party, upon reasonable notice, and as often as each Financing Party may require for purpose of inspection, examination, and/or copying of same.

The Managing Partner shall maintain and retain a complete set of any and all documents, papers, records, and other evidence produced as a result of this Amendment and ensure that this Amendment is publicly available in the form of a PDF version of this Amendment on the PCWP website. If necessary, a reproduction of a document may be submitted and it shall be so marked.

ARTICLE VI DISPUTES

The Financing Parties agree to use due diligence to cooperate and communicate with each other to resolve any and all disputes which may arise under this Amendment. The Financing Parties agree that before they exercise the termination rights described in Article VIII, they will attempt to resolve the dispute and will allow the non-disputing Financing Parties the opportunity to cure the alleged dispute. In the event they are unable to do so, the Financing Parties agree to mediate the dispute prior to exercising their termination rights.

ARTICLE VII TERM

This Amendment shall be effective on the date the last of the Financing Parties signs this Agreement (the "Effective Date") with the financing obligation described commencing for a period of one year beginning on the Effective Date. The term of this Amendment shall be automatically renewed each year for the duration

of the federal grant funding provided through the TSSWCB, unless terminated earlier, as provided in Article VIII or amended as provided in Article IX.

ARTICLE VIII TERMINATION

Termination of this Amendment shall coincide with the termination of federal grant funding provided through the TSSWCB and EPA. In the event a Financing Party to this Amendment determines it is in the best interest of that Financing Party to withdraw from this Amendment, the Financing Party may withdraw by giving written notice of such intent to the remaining Financing Parties at the addresses provided in Section X of this Amendment no later than May 31 of the calendar year.

The withdrawing Financing Party shall cooperate with the remaining Financing Parties to achieve a proper transition time period to allow the remaining Financing Parties to restructure the contributions provided by the remaining Financing Parties. The withdrawing Financing Party shall remain liable for such Financing Party's allocated share of the budget for and including the entire PCWP fiscal year prior to such Financing Party's withdrawal.

ARTICLE IX AMENDMENT

No amendment, modification, or alteration of the terms of this Amendment shall be binding unless it is in writing, dated subsequent to the date hereof, and be agreed to and duly executed by each of the Financing Parties after official action by each of the respective governing bodies of the Financing Parties.

ARTICLE X NOTICES

Notices to any Financing Party required or appropriate under this Amendment shall be deemed sufficient if in writing and mailed to the following addresses, USPS postage prepaid.

To Hays County. Notices to Hays County shall be addressed to:

Hays County Judge
Hays County
111 East San Antonio Street, Suite 300
San Marcos, TX 78666

and to such other addresses as may hereafter be designated in writing by the Hays County Judge.

To Caldwell County. Notices to Caldwell County shall be addressed to:

Caldwell County Judge
Caldwell County
110 South Main Street
Lockhart, TX 78644

and to other such addresses as may herein be designated in writing by the Caldwell County Judge.

To Luling. Notices to Luling shall be addressed to:

City Manager
City of Luling
509 East Crockett
Luling, TX 78648

and to other such addresses as may herein be designated in writing by the City Manager of Luling.

To Kyle. Notices to Kyle shall be addressed to:

City Manager
City of Kyle
100 West Center Street
Kyle, TX 78640

and to other such addresses as may herein be designated in writing by the City Manager of Kyle.

To Buda. Notices to Buda shall be addressed to:

City Manager
City of Buda
405 E. Loop Street, Building 100
Buda, TX 78610

and to other such addresses as may herein be designated in writing by the City Manager of Buda.

To Lockhart. Notices to Lockhart shall be addressed to:

City Manager
City of Lockhart
P.O. Box 239
Lockhart, TX 78644

and to other such addresses as may herein be designated in writing by the City Manager of Lockhart.

To Uhland. Notices to Uhland shall be addressed to:

City Secretary
City of Uhland
15 N. Old Spanish Trail
Uhland, TX 78640

and to other such addresses as may herein be designated in writing by the City Secretary of Uhland.

To GBRA. Notices to GBRA shall be addressed to:

General Manager
Guadalupe-Blanco River Authority
2225 E. Common St.
New Braunfels, TX 78130

and to such other addresses as may herein be designated in writing by the General Manager of GBRA.

To Plum Creek Conservation District. Notices to Plum Creek Conservation District shall be addressed to:

Executive Manager
Plum Creek Conservation District
1101 W. San Antonio Street
Lockhart, TX 78644

To Aqua Water Supply Corporation. Notices to Aqua Water Supply Corporation shall be addressed to:

General Manager
Aqua WSC
415 Old Austin Hwy
Drawer P
Bastrop, TX 78602

To Caldwell-Travis SWCD. Notices to Caldwell-Travis SWCD shall be addressed to:

Chairman
Caldwell-Travis SWCD #304
111 E Martin Luther King Jr Industrial Blvd, Suite B
Lockhart, TX 78644

and to other such addresses as may herein be designated in writing by the Chairman of Caldwell-Travis SWCD.

To Hays County SWCD. Notices to Hays County SWCD shall be addressed to:

Chairman
Hays County SWCD #351
326 Cheatham Street
San Marcos, TX 78666-6912

and to other such addresses as may herein be designated in writing by the Chairman of Hays County SWCD.

ARTICLE XI RELATIONSHIP OF FINANCING PARTIES

Nothing contained herein shall be deemed or construed by the Financing Parties, or by any third party, as creating the relationship of principal and agent, joint venture, or any other similar relationship among the Financing Parties. It is understood and agreed that no provisions contained herein nor any acts of the Financing Parties hereto create a relationship among the Financing Parties other than that of independent contractor. In keeping with the provision of its services as an independent contractor, each Financing Party shall be responsible for its respective acts or omissions. No Financing Party has the authority to bind the other Financing Parties or to hold out to third parties that it has the authority to bind the other Financing Parties separately or collectively.

ARTICLE XII APPLICABLE LAW

This Amendment shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the Financing Parties created hereunder are performable in the counties of Guadalupe, Hays, Travis, or Caldwell, Texas.

ARTICLE XIII LEGAL CONSTRUCTION

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

ARTICLE XIV COMPLIANCE WITH LAWS AND ORDINANCES

The Financing Parties hereby agree to comply with all federal, state, and local laws and ordinances applicable to the work or services to be performed under this Amendment. The Financing Parties acknowledge that they are each subject to the Texas Public Information Act and the exceptions stated in such Act.

ARTICLE XV PARTIES BOUND

This Amendment shall be binding upon and inure only to the benefit of the Financing Parties hereto and their respective successors and assigns where permitted by this Amendment.

ARTICLE XVI DEFINITIONS

The “Financing Parties” means the entities that have executed this Amendment in their separate capacities.

The “Plum Creek Watershed Partnership” or “PCWP” means an unincorporated entity operating under the “PCWP Ground Rules.”

The “PCWP Steering Committee” is the group of individuals listed in the Ground Rules document, that directs the actions of the “Plum Creek Watershed Partnership” in accordance with the “PCWP Ground Rules” and with the terms of this Amendment.

The “Managing Partner” is the person or entity selected by the PCWP Steering Committee to be, and operates as, the managing partner of the PCWP and has the duties and responsibilities described in both the “PCWP Ground Rules” and in this Amendment.

In Witness Whereof, the Financing Parties have executed in multiple originals, each of which shall have the full force and effect of an original, this Amendment.

Hays County

By: _____

Date: _____

Caldwell County

By: _____

Date: _____

City of Luling

By: _____

Date: _____

City of Kyle

By: _____

Date: _____

City of Buda

By: _____

Date: _____

City of Lockhart

By: _____

Date: _____

City of Umland

By: _____

Date: _____

Guadalupe-Blanco River Authority

By: _____

Date: _____

Plum Creek Conservation District

By: _____

Date: _____

Aqua Water Supply Corporation

By: _____

Date: _____

Caldwell-Travis SWCD #304

By: _____

Date: _____

Hays County SWCD #351

By: _____

Date: _____

ATTACHMENT A
PRIMARY RESPONSIBILITIES OF PLUM CREEK WATERSHED COORDINATOR

- Work with counties, cities, local boards and businesses to implement management measures identified in the Plum Creek WPP to improve water quality and develop funding mechanisms for putting them in place.
- Work with state and federal agencies and organizations, as appropriate, to bring technical and financial resources to the watershed.
- Pursue external funding to reduce or cover costs for the project (salary and operating).
- Track and document implementation efforts to assess progress toward established goals in the WPP.
- Evaluate water quality data to monitor progress and determine the need for new approaches.
- Coordinate and conduct water resources and related environmental outreach education efforts across the watershed, including organizing training programs and participating in local community clean-up events.
- Develop publications (e.g., newspaper, newsletter, factsheets), and website content to promote and communicate watershed efforts.
- Conduct regular stakeholder meetings, including PCWP Steering Committee and Work Group, throughout the watershed to gather and incorporate local input and encourage citizen participation.
- Provide Counties, Cities and other partners with regular updates on progress, and seek their input and recommendations on needed activities.

ATTACHMENT B PLUM CREEK WATERSHED COORDINATOR TASKS

Agriculture

- Coordinate with Soil and Water Conservation District Technician
- Secure funding to support financial incentive programs
- Organize, promote and participate in Texas AgriLife Extension Service education workshops and training events
- Develop and deliver educational programs on agriculture nonpoint source best management practices
- Develop and disseminate factsheets and other education materials (e.g., videos, slide sets) to promote adoption and proper management of best management practices
- Facilitate soil and water testing campaigns; conduct interpretive educational events
- Coordinate development of grant proposals
- Monitor and report progress of conservation practice program implementation
- Identify and implement innovative strategies to facilitate practice adoption and sustained management

Feral Hogs

- Coordinate with Wildlife Extension Feral Hog Education Specialist
- Monitor and facilitate citizen use of the online reporting system to track feral hogs sightings and damage
- Facilitate delivery of updates on progress to County officials and other stakeholders
- Deliver education programs at workshops and other events
- Facilitate and assist with development and distribution of educational resources (e.g., factsheets, videos, etc.)
- Coordinate with Texas Wildlife Services to facilitate hog control efforts
- Monitor and report progress of feral hog programs and identify proactive strategies

Urban Stormwater

- Work with city officials to identify programs and projects to mitigate stormwater nonpoint source
- Assist cities with development of grant proposals
- Assist city personnel with existing TCEQ CWA §319(h) nonpoint source projects in Kyle and Lockhart
- Facilitate stormwater management practice demonstrations
- Secure, develop and/or assist with the preparation and distribution of educational resources including factsheets, videos, slide sets, etc.
- Coordinate Sports Athletic Field Education (SAFE) workshops
- Coordinate community cleanup events and participate in environmental fairs in Kyle, Lockhart, and Luling

- Facilitate pet waste management outreach
- Monitor and report progress of urban nonpoint source programs and identify proactive strategies

Wastewater

- Coordinate septic system management workshops for homeowners and installer/ maintenance providers
- Assist cities and counties with Texas Water Development Board applications for wastewater infrastructure projects; including State Revolving Fund
- Facilitate fats, oils, and grease (FOG) workshops
- Interact with wastewater treatment facilities (WWTFs) to pursue voluntary permit upgrades
- Promote and assist with research efforts to determine and mitigate contributions from WWTF
- Pursue implementation of an unannounced inspection program for WWTFs
- Assist counties with expansion of inspection/enforcement programs for septic systems
- Develop and deliver educational resources and programs regarding the need for and methods of septic system management

General Partnership Duties

- Coordinate and conduct quarterly PCWP Steering Committee meetings and Work Group meetings as needed
- Actively promote widespread awareness and involvement in project implementation by stakeholders across the watershed
- Conduct regular communication with the PCWP and respond to stakeholder questions and concerns
- Facilitate communication and coordination among team members from all agencies and organizations
- Identify funding opportunities and develop and submit grant proposals to support implementation
- Perform quarterly analysis of targeted and routine water quality monitoring data
- Track management practice implementation across the watershed, both as a result of the project and external efforts
- Manage implementation grants; generate quarterly progress reports for grants and other funding sources
- Prepare the biennial update of the Plum Creek WPP including progress in implementation and needed modifications to goals and milestones
- Produce and distribute publications highlighting watershed implementation activities and specific best management practices
- Produce and distribute a quarterly newsletter
- Manage and update PCWP website content
- Manage and update Facebook site and Instagram page

- Produce and distribute press releases regarding key issues, programs and project efforts in the watershed
- Provide radio interviews regarding watershed developments; pursue a weekly radio program to discuss project efforts and public action
- Provide regular updates to city councils, county commissioner's courts, PCCD, soil and water conservation districts, TSSWCB, TCEQ, and other partner agencies, groups and organizations
- Develop material for inclusion in the TCEQ-TSSWCB Annual Report on Managing NPS Pollution in Texas and the GBRA CRP Basin Highlights Report and Basin Summary Report
- Facilitate adoption of appropriate city and county ordinances
- Perform advisory role in Central Texas Green Printing, regional water and wastewater studies, and other regional planning efforts on behalf of the PCWP
- Interact with ongoing local school water quality monitoring projects
- Participate in annual community events and festivals (Luling Foundation Field Day, Great Texas River Cleanup, Luling Watermelon Thump, etc.) to promote citizen interaction to implement the WPP
- Facilitate special household hazardous waste and agricultural waste pesticide collection events
- Facilitate ongoing illegal dumping management programs
- Coordinate periodic tours/field days in the watershed for stakeholders and agency partners to demonstrate project efforts
- Pursue opportunities for increased public awareness including roadway signs, billboards, special events, etc.

ATTACHMENT C
FINANCING PARTIES ANNUAL COST BREAKDOWN

Entities	Total
Caldwell County*	\$6,000.00
Hays County	\$2,698.00
Kyle	\$5,148.00
Lockhart	\$2,686.00
Luling	\$1,017.00
Buda	\$1,391.00
GBRA	\$15,241.00
PCCD	\$12,287.00
Uhland	\$116.00
Aqua Water	\$1,416.00
Total	\$48,000.00

*In-kind contribution

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: August 20, 2024

AGENDA ITEM CAPTION: Discuss Interlocal Agreement between Texas Municipal League Intergovernmental Risk Pool and the City of Lockhart for Cyber Liability and Data Breach Response Coverage.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Joseph Resendez

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: The City is a member of the Texas Municipal League Intergovernmental Risk Pool (TMLIRP) to provide insurance for liability, property, errors and omissions, and other claims and coverage, including cyber liability and data breach response coverage.

In 2016, TMLIRP began offering cyber liability coverage to all members. Since that time, cyber crimes have exponentially increased in both frequency and severity. Future cybercriminal activity is impossible to predict, which means neither the TMLIRP nor any other insurer can rely on past patterns and trends to predict future losses. The Board of Trustees recently approved the Pool's formation of a new Cyber Fund and updated cyber liability and data breach response coverage, effective October 1, 2024. Each member of TMLIRP, including the City, must approve a new, separate interlocal agreement (ILA) to join the new Cyber Fund.

TMLIRP's cyber liability and data breach response coverage includes the following:

- Breach Response - which includes access to computer experts, public relations specialists, attorneys, negotiators, and others with experience responding to cyberattacks.
- Network Business Interruption - which can help cover the loss of income and extra expenses (for a limited period) caused by a cyberattack.
- Cyber Extortion - which can help with ransom payments to recover data.
- Data Recovery Costs - which can help with costs to restore data that was damaged, corrupted, and/or deleted.
- Fraud Protection - which can help (if certain conditions are met) with costs related to - for example - when an employee is tricked into sending money to a cybercriminal.

Currently, the City has Core+ Cyber Coverage, the highest coverage offered by TMLIRP. Staff recommends maintaining this level of coverage with the approval of the Cyber Fund ILA. To date, the City has not reported any cyber-related claims to TMLIRP.

PROJECT SCHEDULE (if applicable):

City of Lockhart, Texas

Council Agenda Item Cover Sheet

AMOUNT & SOURCE OF FUNDING:

Funds Required: \$1,250

Account Number: 100-5799-206-00

Funds Available: \$248

Account Name: Insurance

FISCAL NOTE (if applicable): The current year contribution for cyber liability coverage is \$248. To maintain the Core+ Cyber Coverage, the highest coverage offered by TMLIRP, the 2024-25 annual contribution will be \$1,250.

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends approval of the Interlocal Agreement with TMLIRP to opt-in to the newly created Cyber Fund beginning October 1, 2024.

LIST OF SUPPORTING DOCUMENTS: TML Risk Pool - ILA Cyber Fund



WORKERS' COMPENSATION • PROPERTY • LIABILITY

CRITICAL ALERT:
Cyber Liability and Data Breach Response Coverage

DATE: June 7, 2024
TO: All Members with Core + (Band 1) Cyber Coverage
RE: 2024-2025 *Cyber Liability and Data Breach Response Coverage* Updates

Dear Valued Member:

Since 2016, when the TML Risk Pool first began offering *Cyber Liability and Data Breach Response Coverage* ("*Cyber Coverage*"), cyber claims have exponentially increased in both frequency and severity.

Future cybercriminal activity is impossible to predict, which means neither the Pool nor any other insurer can rely on past patterns and trends to predict future losses. That's why the Board of Trustees recently created a new Cyber Fund and approved changes to the Pool's Coverage structure, effective on October 1, 2024. *Members must elect to continue coverage or "opt-in" by completing and returning the Cyber Interlocal Agreement to participate in the newly-created Cyber Fund.*

MEMBERS THAT DON'T FOLLOW THE OPT-IN PROCEDURES WILL LOSE THEIR EXISTING CYBER COVERAGE EFFECTIVE AT MIDNIGHT ON SEPTEMBER 30, 2024.

Included in this packet are:

1. A two-page flyer explaining the updated Cyber Coverage and why the Pool made certain adjustments to ensure the viability of the program.
2. A **Limits Page** for the updated Cyber Coverage and a link to the updated Cyber Coverage Document, which shows the contribution increases and available limits.
3. A new, separate **Interlocal Agreement (contract)** to join the Pool's new Cyber Fund.

Please review the above information.

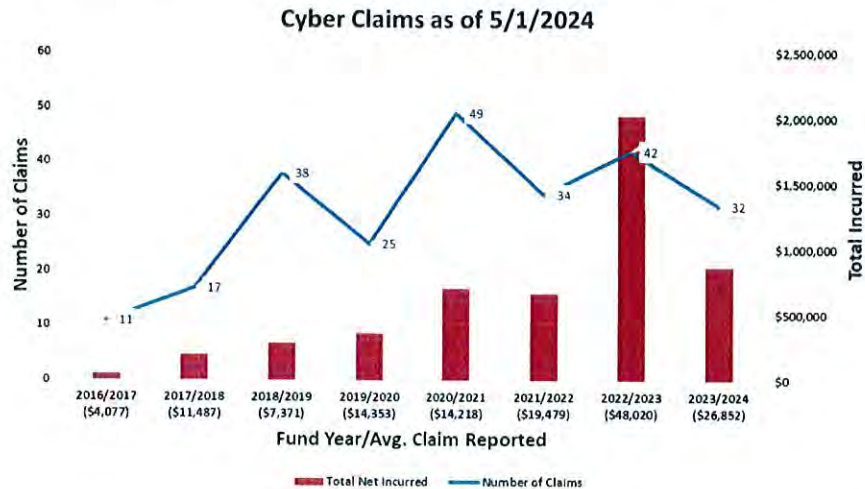
If your entity wishes to continue Cyber Coverage, simply review, complete and sign, and return the completed Cyber Fund Interlocal Agreement as soon as possible but no later than September 30, 2024. (Each Member must follow their own statutory and local policies related to contract approval prior to signing.) You can either scan and return the completed and signed agreement by email to underwriting@tmlirp.org or mail or ship it to Cyber Coverage, c/o TML Intergovernmental Risk Pool, P.O. Box 149194, Austin, Texas 78714. To change the Core or Core+ limit selection, simply include that request with the Interlocal Agreement. An executed copy of the agreement will be returned to you.

REMEMBER – THE INTERLOCAL AGREEMENT MUST BE RETURNED BY SEPTEMBER 30, 2024, IN ORDER FOR COVERAGE TO CONTINUE.

CRITICAL ALERT: The Pool's NEW Cybersecurity Fund

Introduction

In 2016, the Pool recognized its Members' growing cyber liability exposure. Starting that year, complimentary coverage was provided to all Members with either General Liability or Real & Personal Property Coverage. Later, as the exposure increased, the Pool began charging a minimal amount for the coverage. As shown by the chart below, cyber claims have exponentially increased in both frequency and severity since that time.



Future cybercriminal activity is impossible to predict, which means neither the Pool nor any other insurer can rely on past patterns and trends to predict future losses. That's why the Board of Trustees recently approved the Pool's formation of a new Cyber Fund and updated *Cyber Liability and Data Breach Response Coverage* ("Cyber Coverage"), effective October 1, 2024, for those Members who opt-in and sign the Cyber Liability Interlocal Agreement. Read on for details.

Of course, nothing can cover every possible scenario. That's why each Member *must* take steps to protect themselves, and we can help you do so (regardless of whether you choose our cyber coverage). **Most cyberattacks are preventable, and local officials should implement basic policies, train on them, and follow them.** (See the final section below on loss prevention to learn more.)

The New Cyber Fund – Ensuring the Viability of the Pool's Cyber Coverage

Cyberattacks are becoming more common, more sophisticated, and more expensive. In fact, the Pool's cyber claims have increased exponentially since 2016. Right now, if every Member of the Pool was hit by a coordinated attack, the Pool's *total exposure is in the billions of dollars*. Thankfully, that hasn't happened. But the Pool is updating its Cyber Coverage to ensure that it never does.

The following is a brief overview of the changes:

- The Pool is creating a **separate Cyber Fund** – each Member that wants to continue coverage **must sign a new, separate interlocal agreement (contract) to join the Fund**.
- The Pool's **total annual payout** for cyber claims will be **capped at \$25 million** – should criminals execute a widespread attack, the Pool's Board of Trustees would decide how to allocate those funds.
- The limit for third party liability has been reduced to **\$500,000 or \$1,000,000**, depending on whether Core or Core+ option is selected.
- **Cyber coverage contributions (premiums) will increase** based on a Member's elected limits. The new contribution ranges from \$1,000 to \$1,850 depending on Member type and coverage level (unless a Member chooses a different coverage level, the current level will roll over). Suggestion: Coverage will be renewed at the current elected limit.

The Coverage: What You Get

Some of the worst news a local official can receive is that they have fallen victim to a cyberattack. Whether criminals lock up your data and ask you for a ransom to restore it, they trick you into sending money to a fraudulent account and steal it, or whatever the form of an attack, the Pool's coverage provides, among other things:

- **Breach response**, which includes access to computer experts, public relations specialists, attorneys, negotiators, and others with experience responding to cyberattacks – these experts help you lessen the damage from an attack.
- **Network business interruption**, which can help cover the loss of income and extra expenses (for a limited period) caused by an attack.
- **Cyber extortion**, which can help with ransom payments to recover data.
- **Data recovery costs**, which can help with costs to restore data that was damaged, corrupted, and/or deleted.
- **Fraud protection**, which can help (if certain conditions are met) with costs related to – for example – when an employee is tricked into sending money to a cybercriminal.

The above provides only a very basic overview of the coverage. Every claim is unique, and reading the above isn't a substitute for carefully reviewing the terms of the new interlocal agreement and coverage document. Please refer to the enclosed outline of the coverages, limit, and sublimit.

What You Need to Do to Continue Coverage

To continue coverage, simply review, complete and sign, and return the Cyber Fund Interlocal Agreement. (Each Member **must follow their own statutory and local policies related to contract approval prior to signing.**) To change the Core or Core+ limit selection, simply include that request with the Interlocal Agreement.

As part of this process, we encourage you to review the 2024-2025 Cyber Liability and Data Breach Response Coverage Document that is stored on the Pool's Member Portal, which you can access from the Pool's website at www.tmlirp.org.

That's it! You'll be billed later for the costs of all your coverages, including the cyber coverage.

REMEMBER – THE INTERLOCAL AGREEMENT MUST BE RETURNED BY SEPTEMBER 30, 2024, IN ORDER FOR COVERAGE TO CONTINUE.

Risk Management and Loss Prevention

As mentioned above, the best way to deal with a cyberattack is to avoid it altogether. The Pool has a dedicated Cyber Risk Services Manager – Ryan Burns (rburns@tmlirp.org) – who can assist any Member with loss prevention, including individual review of Member exposures and transfer of risk via contracts provisions, loss prevention efforts, appropriate coverage, and more.

Additional Resources

The Pool provides prevention education in various ways. The easiest to access are short podcast episodes and YouTube videos. For example, any local official who wants to know just how painful a cyberattack can be should listen to Episode 9c of the "Local Officials: *Stronger, Together* Podcast."

In the eye-opening episode, Scott interviews City of Tomball Assistant City Manager Jessica Rogers. Cyber-criminals hacked Tomball at the end of 2022, and the city is still — one year later — dealing with the aftermath. In this episode — which should be required listening for every city official in Texas (and beyond) — Jessica explains exactly what it's like to have essentially every computer system go down, including 9-1-1 dispatch, utility metering and billing, permitting, and everything in between. She also describes the long road to getting everything up and running. Don't miss our chance to learn from this chill-inducing story. (To listen, go to www.tmlirp.org, click on the "STP Podcast" link at the top of the page, and scroll down to Episode 9c.)

LIMIT PAGE

Your entity currently has **Core + Cyber Coverage** with the Pool. The following is an abbreviated description of the Core and Core+ limit structure beginning October 1, 2024. The Coverage Document can be accessed at <https://members.tmlirp.org/downloads> (this link will ask you to log into the Member Portal for access).

A limit of \$25,000,000 is shared by all Members for aggregate losses occurring within the Fund Year as defined in the Cyber Liability and Data Breach Response Interlocal Agreement.

	Core	Core+
Tower 1 - Limit of Liability*	\$500,000	\$1,000,000
Data & Network and Media Liability Aggregate Limit of Liability	\$500,000	\$1,000,000
Retention	\$0	\$0
Tower 2 - Limit of Liability	\$100,000	\$250,000
<u>First Party Loss</u>		
Business Interruption Aggregate Sublimit	\$20,000	\$50,000
Cyber Extortion Loss Aggregate Sublimit	\$25,000	\$50,000
Data Recovery Costs Aggregate Sublimit	\$20,000	\$50,000
Reputational Loss Aggregate Sublimit	\$5,000	\$10,000
Retention (other than Business Interruption)	\$0	\$5,000
Income Loss Retention under Business Interruption	\$5,000	\$5,000
<u>Third Party Loss</u>		
Regulatory Defense and Penalties Aggregate Sublimit	\$25,000	\$75,000
Payment Card Liabilities & Costs Aggregate Sublimit	\$10,000	\$25,000
Retention	\$0	\$5,000
<u>eCrime</u>		
Fraudulent Instruction Aggregate Sublimit	\$25,000	\$50,000
Funds Transfer Aggregate Sublimit	\$25,000	\$50,000
Telephone Fraud Aggregate Sublimit	\$25,000	\$50,000
Criminal Reward	\$2,500	\$2,500
Retention (other than Criminal Reward)	\$2,500	\$5,000
Retention Criminal Reward	\$0	\$0
Tower 3 - Limit of Liability	\$100,000	\$150,000
Breach Breach Response Aggregate Limit of Liability Beazley Response Services	\$100,000	\$150,000
Retention	\$0	\$0
New 2024-25 Annual Contribution	\$1,000	\$1,250
<i>Previous 2023-24 Contribution</i>	<i>\$175</i>	<i>\$247.24</i>

**The Tower 1 Limit of Liability changed from \$1 million to \$500,000 for Core limits and from \$2 million to \$1 million for Core+ limits. All other limits remained unchanged.*

Texas Municipal League Intergovernmental Risk Pool

1821 Rutherford Lane, First Floor • Austin, Texas 78754

CYBER LIABILITY AND DATA BREACH RESPONSE INTERLOCAL AGREEMENT

This Contract and Interlocal Agreement is entered into by and between political subdivisions of this state (hereinafter referred to as "Pool Members") to form a joint self-insurance pool to be named the Texas Municipal League Joint Cyber Liability and Data Breach Response Self-Insurance Fund (hereinafter referred to as the "Fund") for the purpose of providing coverages against risks which are inherent in operating a political subdivision.

WITNESSETH:

The undersigned Pool Member, in accordance with Chapter 2259, Texas Government Code, the Interlocal Cooperation Act, Tex. Gov't Code § 791.001, et seq., and the interpretation thereof by the Attorney General of the State of Texas (Opinion #MW-347, May 29, 1981), and in consideration of other political subdivisions executing like agreements, does hereby agree to become one of the Pool Members of this self-insured pool. The conditions of membership agreed upon by and between the parties are as follows:

1. Definitions of terms used in this Interlocal Agreement.

- a. Board. Refers to the Board of Trustees of the Fund.
- b. Fund Year. 12:01 a.m. October 1 through 12:01 a.m. the following October 1.
- c. Manual Rates. The basic rates applicable to each cyber liability and data breach response classification promulgated by the Insurance Service Office or the Board.
- d. Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan. The Cyber Liability and Data Breach Response Coverage Document that sets forth in exact detail the coverages provided as part of the overall plan.
- e. Adjustments. Refers to any offsets to manual premium that may result from the Pool Member's election of deductibles, loss experience, or Fund Modifier which reflects the savings to the Pool Member by entering into this Interlocal Agreement.
- f. Premium and Contribution. Used interchangeably in some parts of this Interlocal Agreement. Any reference at any time in this Interlocal Agreement to an insurance term not ordinarily a part of self-insurance shall be deemed for convenience only and is not construed as being contrary to the self-insurance concept except where the context clearly indicates no other possible interpretation such as but not limited to the reference to "reinsurance."
- g. Reimbursable Deductible. The amount that was chosen by this Pool Member to be applicable to the first monies paid by the Fund to effect judgment or settlement of any claim or suit. The Pool Member, upon notification of the action taken, shall promptly reimburse the Fund for all or such part of the deductible amount as has been paid by the Fund. Further, however, the Fund's obligation to pay damages shall be subject to the limits of liability stated in the Declarations of Coverage or Endorsements to this Interlocal Agreement less the stated deductible amount.
- h. Fund Modifier. A percentage figure that is applied to the manual rates by the Fund to reflect the savings to the Pool Member by entering into this Interlocal Agreement.
- i. Agreement Period. The continuous period since the Pool Member first became a member of this Fund excluding, however, any period or periods of time therein that the member did not participate as a member of the Pool.
- j. Declarations of Coverage. The specific indication of the coverages, limits, deductibles, contributions, and special provisions elected by each individual Pool Member. The Declarations of Coverages may be modified by Endorsement.

2. The Board, acting through its agents and Fund staff, is responsible for the administration of all Fund business on behalf of the Pool Members.

3. In consideration of the execution of this Interlocal Agreement by and between the Pool Member and the Fund and of the contributions of the Pool Member, the coverage elected by the Pool Member is afforded according to the terms of the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan. The affirmative declaration of contributions and limits of liability in the Declarations of Coverage and Endorsements determine the applicability of the Self-Insurance Plan.

Each Pool Member agrees to adopt and accept the coverages, provisions, terms, conditions, exclusions, and limitations as further provided for in the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan or as specifically modified by the Pool Member's Declarations of Coverage. This Interlocal Agreement shall be construed to incorporate the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan, Declarations of Coverage, and Endorsements and addenda whether or not physically attached hereto.

4. It is understood that by participating in this risk sharing mechanism to cover cyber liability and data breach response exposures, the Pool Member does not intend to waive any of the immunities that its officers or its employees now possess. The Pool Member recognizes the Texas Tort Claims Act and its limitations to certain governmental functions as well as its monetary limitations and that by executing this Interlocal Agreement does not agree to expand those limitations.
5. The term of this Interlocal Agreement and the self-insurance provided to the Pool Member shall be continuous commencing 12:01 a.m. on the date designated in this Interlocal Agreement until terminated as provided below. Although the self-insurance provided for in this Interlocal Agreement shall be continuous until terminated, the limit of liability of the Fund under the coverages that the Pool Member elects shall be limited during any Fund Year to the amount stated in the Declarations of Coverage for that Fund Year.

This Interlocal Agreement may be terminated by either party giving to the other sixty (60) days' prior written notice of intent to terminate except the Pool Member may terminate this Interlocal Agreement and its coverages thereunder without giving the sixty (60) days' notice if the reason is because of a change by the Fund in the Pool Member's contribution, coverage, or other change in the limits of liability, terms, conditions, exclusions, and limitations provided for in the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan provided that no termination by the Member shall be effective prior to the date that written notice of termination is actually received in the offices of the Fund and provided that the Pool Member agrees to and shall pay the applicable premium and contribution for those coverages it is terminating until the date the notice of termination is actually received by the Fund.

The Fund shall provide the Pool Member with Declarations of Coverage and any Endorsements that determine the applicability of the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan annually by December 1. Such Declarations of Coverage shall include, but not be limited to, the coverage period which shall be the applicable Fund Year, limits, deductibles, contributions, special provisions, and limitations. Changes made during the Fund Year, whether requested by the Pool Member or required by the Fund, will be handled by Endorsement.

It is the intention of the parties that the Pool Member's coverages under this Interlocal Agreement shall remain in full force and effect from Fund Year to Fund Year, subject to the limits of liability that the Fund can provide each Fund Year and the terms, conditions, and limitations that the Fund may require to protect its solvency and to comply with reinsurance requirements, until notice of termination is given as herein provided. Realizing that the Pool Member needs the earliest possible information concerning the Fund coverages, limits, and exclusions, and the Pool Member's contribution that will be required for any new Fund Year, the Fund will endeavor to provide this information as soon as possible before the beginning of each Fund Year. The parties recognize, however, that conditions in the reinsurance industry are such that the Fund may not be able to provide this information to the Pool Member before the beginning of a Fund Year for various reasons including the failure of the Pool Member to timely submit the appropriate exposure summary or delays on the part of reinsurers in getting information to the Fund, and so, to protect the Pool Member from gaps in its coverage and to protect the solvency of the Fund, the parties agree as follows:

If, for any reason other than the Pool Member's failure to provide the information requested in the exposure summary, the Fund has not been able to provide the Pool Member with information concerning available coverages for a new Fund Year or advise the Pool Member of the amount of its contribution for the new Fund Year by the beginning of the Fund Year, the Fund shall nevertheless continue the Pool Member's coverages at the same limits of liability (if still available and if not, then at the highest limit of liability available for the new Fund Year) so that the Pool Member shall at all times remain covered as herein provided and the Pool Member's initial contributions for the new Fund Year shall be determined by a "tentative contribution" as determined by the Board with the Pool Member's actual annual contribution to be credited by the amount paid in accordance with the tentative contribution and adjusted during the Fund Year. In the event the Pool Member does not wish to have its coverages extended or renewed at the end of any Fund Year, the burden shall be upon the Pool Member to give written notice to the Fund as provided hereinabove and the Pool Member agrees to pay as hereinabove stated all contributions or pro rata contributions until the date such written notice is received in the offices of the Fund or the date of termination of this Interlocal Agreement, whichever is later.

6. Commensurate with the execution of this Interlocal Agreement and annually thereafter, the Pool Member shall complete the appropriate exposure summary and deliver it or cause it to be delivered to the Fund, or, if so instructed, to a designated contractor, no later than September 1 of each year and new annual contributions shall be calculated using manual rates times exposure, less any adjustments. Intentional or reckless misstatements on the exposure summary shall be grounds for cancellation. In the event that the Pool Member fails or refuses to submit the appropriate exposure summary, the Fund reserves the right to terminate such Pool Member by giving thirty (30) days' written notice and to collect any and all contributions that are earned pro rata for the period preceding contract termination.

The Pool Member agrees to pay the annual contribution to the Fund in four (4) equal quarterly installments, in advance, commencing at the beginning of this Interlocal Agreement with subsequent installments due the first quarter thereafter. In the event this Interlocal Agreement is terminated as herein provided, the Fund shall promptly repay to the Pool Member any such unearned annual contribution prorated as of the date of termination and the Pool Member agrees during the term of this Interlocal Agreement to promptly pay all reimbursable deductibles upon receipt of statement.

At the end of each and every Fund Year, the Fund may require the Pool Member to submit the actual data requested on the exposure summary as reflected by the books and records of the Pool Member. The Fund reserves the right to audit the records of any Pool Member and adjust contributions accordingly.

In the event that the Pool Member fails or refuses to make the payments, including accrued interest, as herein provided, the Fund reserves the right to terminate such Pool Member by giving them ten (10) days' written notice and to collect any and all amounts that are earned pro rata for the period preceding contract termination. If the amounts owed, including reimbursable deductibles, must be collected by suit, the Pool Member agrees to pay attorneys' fees and costs incurred in such suit.

7. The Fund shall maintain adequate protection from catastrophic losses to protect its financial integrity. Aggregate protection shall also be maintained. The Member's contributions shall be limited to that amount as calculated under this Interlocal Agreement. Notwithstanding anything to the contrary, the total combined aggregate limit of liability of the Fund for all Pool Members in any Fund Year, regardless of the number of occurrences or claims, shall be limited to the amount of money contained in the Fund. As to the Pool annual aggregate limits or the amount of money in the Fund, the Board of Trustees, in its sole discretion, may determine an allocation methodology among affected Pool Members should the Pool annual aggregate limit be reached, or should the money in the Fund be exhausted.
8. Notwithstanding the provisions of the foregoing paragraph, it is agreed the Board shall have the right to adjust the financial protection outlined above and/or amend coverages as it finds available or deems necessary to maintain the fiscal soundness of the Fund at the beginning of or during any Fund Year.
9. The Fund will make available loss control services to the Pool Members to assist them in following a plan of loss control that may result in reduced losses. The Pool Member agrees that it will cooperate in instituting any and all reasonable loss control recommendations. In the event that the recommendations submitted seem unreasonable, the Pool Member has a right to appeal to the Board. The Board shall hear the objections of the Pool Member at its next regularly scheduled meeting and its decisions will be final and binding on all parties. Any Pool Member who does not agree to follow the decision of the Board shall be withdrawn from the Fund immediately.
10. The Pool Member agrees that it will appoint a contact of department head rank, and the Fund shall not be required to contact any other individual except this one person. Any notice to or any agreements with the contact shall be binding upon the Pool Member. The Pool Member reserves the right to change the contact from time to time by giving written notice to the Fund.
11. The Fund agrees to handle all cyber liability and data breach response claims, and provide a defense for any and all cyber liability and data breach response claims covered under this Interlocal Agreement after prompt notice has been given. The Pool Member hereby appoints the Fund staff and Contractors as its agents to act in all matters pertaining to processing and handling of claims covered under this Interlocal Agreement and shall cooperate fully in supplying any information needed or helpful in settlement or defense of such claims. As respects cyber liability and data breach response claims, the Fund staff and Contractors shall carry on all negotiations with the claimant and his/her attorney, when applicable, and negotiate within authority previously granted by the Fund. If a personal appearance by the Pool Member or an employee is necessary, the expense of this appearance will not be the responsibility of the Fund. With the advice and consent of the Fund, the Fund staff and the Contractors will retain and supervise legal counsel for the prosecution and defense of any litigation. All decisions on individual cases shall be made by the Fund through the Fund staff and the Contractors, which include, but are not limited to, the decision to appeal or not to appeal, settlement negotiations, the decision of whether to settle, and other litigation tactics. However, any Pool Member shall have the right in any case to consult with the Fund on any decision made by the Fund staff or Contractors. The Board shall hear the objections of the Pool Member at its next regularly scheduled meeting and its decision will be final and binding on all parties. Any suit brought or defended by the Fund shall be brought or defended only in the name of the Pool Member and/or its officers or employees. There shall be supplied periodically to each Pool Member a computer printout involving a statement of claims. As respects the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan, the Fund shall have priority in enforcing its subrogation claims against the claims of Pool Member.
12. The Pool Member acknowledges that it has received a copy of the Bylaws of the Fund and agrees to abide by the Bylaws and any amendments thereto.
13. The Fund agrees that all Fund transactions will be annually audited by a nationally recognized certified public accounting firm.
14. If legally required, the Fund shall cause to be filed the necessary tax forms with the Internal Revenue Service.

15. As the administrators of the Fund, the Board shall primarily and consistently keep foremost in their deliberations and decisions in operating the Fund that each of the participating Pool Members is a "self-insured." At least annually, the Board shall carefully review, study, and consider the actual claims or loss experience (including reserves for future claims payments) of each of the Pool Members, the pro rata savings to the Fund resulting from overall loss experience attributed to each Pool Member, and the pro rata portion of the cost of all catastrophic loss protection and aggregate stop loss protection allocated to each Pool Member as well as the pro rata allocation, as determined by the Board of the other and necessary administrative expenses of the Pool, in order to reasonably determine the actual pro rata cost, expense, and loss experience of each Pool Member in order to maintain as nearly as possible an equitable and reasonable self-insurance administration of the Fund as applied to each Pool Member.

The Fund shall maintain case reserves and supplemental reserves computed in accordance with standard actuarial principles, taking into account historical and other data, designed to measure claims development and claims incurred but not yet reported, so that funds will be available to meet these claims as they become due, subject to paragraph 7 above. The Board has complete authority to determine all matters pertaining to the existence and dissolution of the Fund.

16. Venue of any suit or action arising out of or related to this Interlocal Agreement shall be exclusively in the state and federal courts of Travis County, Texas. The parties agree they shall assume their own expenses for attorney's fees in any suit or action arising out of or related to this Interlocal Agreement.
17. The parties agree this Interlocal Agreement may be executed by original written ink signature on paper documents, an exchange of copies showing the original written ink signature on paper documents, or electronic or digital signature technology in such a manner that the signature is unique and verifiable to the person signing. The use of any one or combination of these methods of execution shall constitute a legally binding and valid signing of this Interlocal Agreement, which may be executed in one or more counterparts, each of which, when duly executed, shall be deemed an original.

EMPLOYER MEMBERS' FUND CONTACT (See Section 10):

Member Name _____

Name of Contact _____ Title _____

Mailing Address _____ Email Address _____

Street Address (if different from above) _____

City _____ Zip _____ Phone _____

SIGNATURE OF AUTHORIZED MEMBER OFFICIAL

Title _____ Date _____

Member's Federal Tax I.D. Number _____ - _____

This Information is MANDATORY

TO BE COMPLETED BY FUND: (OFFICE USE ONLY)

Effective Date of This Agreement _____

Member Name _____

Contract Number _____

SIGNATURE OF AUTHORIZED FUND OFFICIAL

Title _____ Date _____

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: August 20, 2024

AGENDA ITEM CAPTION: Receive and discuss the 3rd Quarter Fiscal Year 2024 Investment Report.

ORIGINATING DEPARTMENT AND CONTACT: Finance - Keeli Michna

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: The Texas Public Funds Investment Act requires local governments to review and accept the quarterly investment reports for each quarterly reporting period of the fiscal year. The 3rd Quarter Investment Report of Fiscal Year End (FYE) 2024, ending June 30, 2024 is presented for your review.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends a motion to accept the 3rd Quarter Investment Report for FYE 2024.

LIST OF SUPPORTING DOCUMENTS: FYE2024 3rd Quarter Report

CITY OF LOCKHART

Quarterly Investment Report
For the Quarter Ended June 30, 2024

August 6, 2024

CITY of LOCKHART
Quarterly Investment Report
For the Quarter Ended June 30, 2024

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, 2024 through June 30, 2024. The Investment Portfolio Summary reports the beginning and ending book values and market values for the quarterly reporting period as follows:

April 1, 2024

Cash
Marketable Securities
Investment Pools
Certificates of Deposits
Total:

Investment Portfolio	
Book Value	Market Value
799,764	799,764
0	0
43,500,641	43,500,386
0	0
44,300,405	44,300,150

June 30, 2024

Cash
Marketable Securities
Investment Pools
Certificates of Deposits
Total:

Fund Availability	
33,472,228	33,472,228
10,828,177	10,827,921
44,300,405	44,300,150

April 1, 2024

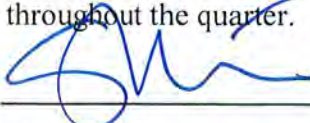
Unrestricted Funds
Restricted Funds
Total Funds

June 30, 2024

Unrestricted Funds
Restricted Funds
Total Funds

30,236,429	30,236,429
12,792,884	12,788,307
43,029,313	43,024,736

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.



Steve Lewis
City Manager



Keeli Michna
Finance Director

CITY of LOCKHART
Investment Portfolio Summary
For the Quarter Ended June 30, 2024

	Investment Portfolio			
	Book Value	% of Total	Market Value	% of Total
<u>April 1, 2024</u>				
Cash	799,764	1.8%	799,764	1.8%
Marketable Securities	0	0.0%	0	0.0%
Investment Pools	43,500,641	98.2%	43,500,386	98.2%
Certificates of Deposits	0	0.0%	0	0.0%
Portfolio Total	44,300,405	100.0%	44,300,150	100.0%
<u>June 30, 2024</u>				
Cash	625,148	1.5%	625,148	1.5%
Marketable Securities	0	0.0%	0	0.0%
Investment Pools	42,404,165	98.5%	42,399,588	98.5%
Certificates of Deposits	0	0.0%	0	0.0%
Portfolio Total	43,029,313	100.0%	43,024,736	100.0%
<u>Change in Value</u>				
Cash	(174,616)		(174,616)	
Marketable Securities	0		0	
Investment Pools	(1,096,476)		(1,100,797)	
Certificates of Deposits	0		0	
Portfolio Total	(1,271,092)		(1,275,413)	
	0			
<u>Maturity Data</u>	Book Value @ 6/30/2024	Weighted Average Maturity	Yield to Maturity	
Cash	625,148	0 Days	1.00%	
Marketable Securities	0	0 Days	0.00%	
Investment Pools - Texas CLASS	20,245,820	25 Days *	5.43%	
Investment Pools - TexPool	12,911,263	36 Days *	5.31%	
Investment Pools - TexSTAR	9,247,082	34 Days *	5.68%	
Certificates of Deposits	0	0 Days	0.00%	
	43,029,313	30 Days	5.38%	

Benchmark - 4 Week Treasury Bills - Secondary Market @ June 30, 2024

5.37%

* 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	1,766
Marketable Securities	0
Investment Pools - Texas CLASS	271,357
Investment Pools - TexPool	181,800
Investment Pools - TexSTAR	121,304
Certificates of Deposits	0
Total Return on Investment	576,227

CITY OF LOCKHART
Cash Accounts (as reconciled to FLNB)
For the Quarter Ended June 30, 2024

General Operating Account - FLNB		
		<u>Value</u>
April 1, 2024	\$	799,764
Deposits		9,957,884
Withdrawals		(10,134,266)
Interest Earned		1,766
June 30, 2024	\$	625,148

Total Cash Accounts		
		<u>Value</u>
April 1, 2024	\$	799,764
Deposits		9,957,884
Withdrawals		(10,134,266)
Interest Earned		1,766
June 30, 2024	\$	625,148

CITY of LOCKHART

Holdings During the Quarter

Purchases

Maturities

CITY OF LOCKHART
Investment Pool Transactions Summary
For the Quarter Ended June 30, 2024

TexPool - City of Lockhart					
	<u>Book</u> <u>Value</u>	<u>Market</u> <u>Value</u>	<u>Net Asset</u> <u>Value</u>	<u>Weighted Aver.</u> <u>Maturity</u>	<u>Average</u> <u>Monthly Yield</u>
April 1, 2024	14,400,400	14,399,680	0.999950	38 Days	5.3200%
Deposits	3,719,395				
Withdrawals	(5,390,332)				
Interest Earned	181,800				
June 30, 2024	12,911,263	12,910,230	0.99992	36 Days	5.3100%

Texas CLASS					
	<u>Book</u> <u>Value</u>	<u>Market</u> <u>Value</u>	<u>Net Asset</u> <u>Value</u>	<u>Weighted Aver.</u> <u>Maturity</u>	<u>Average</u> <u>Monthly Yield</u>
April 1, 2024	19,974,463	19,974,463	1.00000	34 Days	5.4652%
Deposits	0				
Withdrawals	0				
Interest Earned	271,357				
June 30, 2024	20,245,820	20,242,840	0.99985	25 days	5.4294%

TexSTAR					
	<u>Book</u> <u>Value</u>	<u>Market</u> <u>Value</u>	<u>Net Asset</u> <u>Value</u>	<u>Weighted Aver.</u> <u>Maturity</u>	<u>Average</u> <u>Monthly Yield</u>
April 1, 2024	9,125,778	9,125,194	0.99994	35 Days	5.3205%
Deposits	0				
Withdrawals	0				
Interest Earned	121,304				
June 30, 2024	9,247,082	9,246,518	0.999939	34 Days	5.6800%

Total of All Pools		
	<u>Book</u> <u>Value</u>	<u>Market</u> <u>Value</u>
April 1, 2024	43,500,641	43,499,337
Deposits	3,719,395	
Withdrawals	(5,390,332)	
Interest Earned	574,461	
June 30, 2024	42,404,165	42,399,588

CITY of LOCKHART

Certificates of Deposit Transaction Summary

For the Quarter Ended June 30, 2024

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>Ending Face Value</u>	
									<u>Value</u>	<u>Market Value</u>	<u>Value</u>	<u>Market Value</u>
									<u>April 1, 2024</u>	<u>June 30, 2024</u>	<u>Value</u>	<u>Value</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>
			\$ -				\$ -

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>
			\$ -				\$ -

City of Lockhart

Investment Pools

Standard and Poor's Ratings

<u>Month</u>	<u>TexPool</u>	<u>TexSTAR</u>	<u>Texas CLASS</u>
April-23	AAAm	AAAm	AAAm
May-23	AAAm	AAAm	AAAm
June-23	AAAm	AAAm	AAAm
July-23	AAAm	AAAm	AAAm
August-23	AAAm	AAAm	AAAm
September-23	AAAm	AAAm	AAAm
October-23	AAAm	AAAm	AAAm
November-23	AAAm	AAAm	AAAm
December-23	AAAm	AAAm	AAAm
January-24	AAAm	AAAm	AAAm
February-24	AAAm	AAAm	AAAm
March-24	AAAm	AAAm	AAAm
April-24	AAAm	AAAm	AAAm
May-24	AAAm	AAAm	AAAm
June-24	AAAm	AAAm	AAAm

City of Lockhart

Bank Collateralization

Standard and Poor's Ratings

<u>Month</u>	FLNB <u>Collateralization *</u>
July-23	AAA
August-23	AAA
September-23	AAA
October-23	AAA
November-23	AAA
December-23	AAA
January-24	AAA
February-24	AAA
March-24	AAA
April-24	AAA
May-24	AAA
June-24	AAA
* Guaranteed by US government (AAA)	

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: August 20, 2024

AGENDA ITEM CAPTION: Discuss contract for Election Services with the Caldwell County Elections Administrator to conduct the City of Lockhart's Special Election on November 5, 2024.

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 5, 2024. The City of Lockhart will hold a special election for a proposed charter amendment. 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.

The City of Lockhart ordered the November 5, 2024 Special Election during the previous Council meeting held on August 6, 2024.

The Caldwell County Commissioners Court is anticipated to consider appointment of Central Count, Early Voting Ballot Board, and Election Day Judges at the next County Commissioners Court at the end of August. These appointments are referenced in the contact as Attachment 'C'. If necessary, after the County appointments these positions, an item will be placed on the following City Council meeting to consider acknowledging their appointments.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:

Funds Required: \$13,859.53

Account Number: 100-5101-703

Funds Available: \$30,000

Account Name: Elections

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: On August 6, 2024 Council ordered a Special Election to be held on November 5, 2024.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends approval.

LIST OF SUPPORTING DOCUMENTS: November 5, 2024 Joint Election Services Contract

**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 2024 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 2024 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, through their respective governing bodies, 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, through their respective governing bodies, 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, through their respective governing bodies, will 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, through their respective governing bodies, 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, through their respective governing bodies, 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 2.17. **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 2.18. **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 2.19. **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 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 each Party's 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 or, 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. **REVIEW BY COUNSEL.** The County and Participating Entity acknowledge that each party has received and had the opportunity to review this contract, and each party has had the opportunity, whether exercised or not, to have each respective party's attorneys review this contract. The parties agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this contract, or any amendments or exhibits hereto.

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 Participating Entities to validly and legally bind 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

MUNICIPALITIES

CITY OF LOCKHART, TEXAS:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

CITY OF LULING, TEXAS:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

CITY OF MARTINDALE, TEXAS:

Attest:

Name: _____

Name: _____

Title: _____

CITY OF MUSTANG RIDGE, TEXAS:

Name: _____

Title: _____

CITY OF NIEDERWALD, TEXAS:

Name: _____

Title: _____

CITY OF SAN MARCOS, TEXAS:

Name: _____

Title: _____

CITY OF UHLAND, TEXAS:

Name: _____

Title: _____

Title: _____

Attest:

Name: _____

Title: _____

Attest:

Name: _____

Title: _____

Attest:

Name: _____

Title: _____

Attest:

Name: _____

Title: _____

COMMUNITY COLLEGE DISTRICTS

AUSTIN COMMUNITY COLLEGE:

Attest:

Name: _____

Title: _____

Name: _____

Title: _____

INDEPENDENT SCHOOL DISTRICTS

GONZALES ISD:

Attest:

Name: _____

Title: _____

Name: _____

Title: _____

HAYS COUNTY CISD:

Attest:

Name: _____

Title: _____

Name: _____

Title: _____

LOCKHART ISD:

Attest:

Name: _____

Name: _____

Title: _____

LULING ISD:

Name: _____

Title: _____

PRAIRIE LEA ISD:

Name: _____

Title: _____

SAN MARCOS CISD:

Name: _____

Title: _____

WAEELDER ISD:

Name: _____

Title: _____

Title: _____

Attest:

Name: _____

Title: _____

Attest:

Name: _____

Title: _____

Attest:

Name: _____

Title: _____

Attest:

Name: _____

Title: _____

WATER DISTRICTS

BARTON SPRINGS EDWARDS WCD:

Name: _____

Title: _____

BOLLINGER MUD:

Name: _____

Title: _____

CALDWELL COUNTY MUD No. 1:

Name: _____

Title: _____

CALDWELL COUNTY MUD No. 2:

Name: _____

Title: _____

Attest:

Name: _____

Title: _____

Attest:

Name: _____

Title: _____

Attest:

Name: _____

Title: _____

Attest:

Name: _____

Title: _____

CALDWELL COUNTY MUD No. 7:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

CALDWELL COUNTY MUD No. 8:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

CALDWELL COUNTY MUD No. 9:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

CALDWELL VALLEY MUD No. 1:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

CHISHOLM MUD No. 1:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

COTTON CENTER MUD No. 1:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

COTTON CENTER MUD No. 2:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

COUNTY LINE SUD:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

Attest:

EDWARDS AQUIFER AUTHORITY DISTRICT 11:

Name: _____

Name: _____

Title: _____

GOFORTH SUD:

Name: _____

Title: _____

GONZALES COUNTY UWCD:

Name: _____

Title: _____

LANTANA MUD:

Name: _____

Title: _____

MAXWELL SUD:

Name: _____

Title: _____

OATMAN HILL MUD:

Name: _____

Title: _____

OPEN R FRESH WATER SUPPLY:

Name: _____

Title: _____

PLUM CREEK CONSERVATION DISTRICT:

Name: _____

Title: _____

PLUM CREEK UNDERGROUND WATER DISTRICT:

Name: _____

Title: _____

Title: _____

Attest:

Name: _____

Title: _____

Attest:

Name: _____

Title: _____

Attest:

Name: _____

Title: _____

Attest:

Name: _____

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Name: _____

Title: _____

Attest:

Name: _____

Title: _____

Attest:

Name: _____

Title: _____

Attest:

Name: _____

Title: _____

RANCH AT CLEAR FORK CREEK MUD NO. 1:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

RANCH AT CLEAR FORK CREEK MUD NO. 2:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

EMERGENCY SERVICES DISTRICTS

CALDWELL-HAYS ESD No. 1:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

CALDWELL COUNTY ESD No. 2:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

CALDWELL COUNTY ESD No. 3

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

CALDWELL COUNTY ESD No. 4:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

CALDWELL COUNTY ESD No. 5:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

ATTACHMENT 'A'

ESTIMATED COSTS FOR CONTRACTED ELECTION

Attachment A

CALDWELL COUNTY, TEXAS ELECTION SERVICES CONTRACT

Joint Uniform Election

CITY OF LOCKHART LK-1, CITY OF LOCKHART LK-2, CITY OF LOCKHART LK-3, CITY OF
LOCKHART LK-4

PRELIMINARY ESTIMATE

Tuesday, November 5, 2024

General/
Special

Costs/Services	PRELIMINARY ESTIMATE COST
B1. Ballots	\$ 961.97
B2. Programming/Testing	\$ 2,574.18
B3. Publication of Test	\$ 408.06
B4. Tech Support	\$ -
B5. Election Kits	\$ 2.66
B6. Rental of Voting Equip	\$ 3,003.39
B7. Rental of Non-county Equipment	\$ 50.99
B8. Prep and Transport	\$ 900.78
B9. Polling Place Rental	\$ 310.70
B10. Election Day Judges/Clerks	\$ 1,775.40
B11. Pickup and Delivery Fee(Returns)	\$ -
B12. Early Voting Personnel	\$ 2,219.25
B13. Central Count Staff	\$ 73.98
B14.	\$ -
B15. Central Count Personnel	\$ 122.09
B16. Early Voting Ballot Board/SVC	\$ 88.77
B17. Late Board Personal	\$ -
B18. Supplies	\$ -
B19. Communitcation	\$ 59.18
B20. Postage	\$ -
B21. Legal Fees	\$ -
B22. Security	\$ 48.17
B23. Other Primary Cost	\$ -
Cost Adjustment	\$ -
Subtotal	\$ 12,599.57
Administrative Fee	\$ 1,259.96
Total	\$ 13,859.53

Issue Checks to the Following:		Devante Coe
\$ 12,599.57	Caldwell County Treasurer	Elections Administrator
\$ 1,259.96	Caldwell County Elections Administration	Caldwell County

ATTACHMENT 'B'

NOTICE INFORMATION FOR PARTIES

Attachment B

Point of Contact for CITY OF LOCKHART:

Printed Name of Official: JULIE BOWERMON

Officials Mailing Address: PO BOX 239, LOCKHART, TX 78644

Officials Email Address: JBOWERMON@LOCKHART-TX.ORG

Official Contact Number: 512-398-3461

Can this Contact Number be used after Afterhours? NO

If not, is there an after-hours contact number?

After Hours Contact Number: _____

After Hours Officials Name(If Different from above): N/A

Signature of Authorizing Authority

Title of Authorizing Authority

ATTACHMENT ‘C’

LIST OF ELECTION OFFICERS AND ELECTION CLERKS

VOTING LOCATIONS

CALDWELL COUNTY VOTING LOCATIONS

November 5, 2024

(Noviembre 5, 2024)

GENERAL AND SPECIAL ELECTIONS
(ELECCION GENERALES Y ESPECIALES)

Main Early Voting Polling Location ***(Lugar Principal de Votación Anticipada)***

Scott Annex Building
1403-A Blackjack St. Lockhart, TX 78644

Luling Civic Center
333 E. Austin St. Luling, TX 78648

Early Voting Dates and Hours ***(Fechas y Horarios de Votación Anticipada)***

First week / Primer Semana:

Monday, October 21 through Friday, October 25, 2024..... 8 am – 5 pm
Lunes, 21 de octubre hasta el viernes 25 de octubre de 2024 8:00 am hasta 5:00 pm

Weekend / Fin de Semana:

Saturday, October 26, 2024 7 am – 7 pm
Sabado, 26 de octubre de 2024 7:00 am hasta 7:00 pm
Sunday, October 27, 2024..... 9 am – 3 pm
Domingo, 27 de octubre de 2024 9:00 am hasta 3:00 pm

Last Week / Ultima Semana:

Monday, October 28 through Friday, November 1, 2024 7:00 am – 7:00 pm
Lunes, 28 de octubre hasta el Viernes, 25 de noviembre de 2024 7:00 am hasta 7:00 pm

Application Ballot By Mail Deadline: October 25, 2024, 5:00 pm

Federal Post Card Application

(Military & Overseas Voters) Deadline: October 25, 2024, 5:00 pm

Mail address for early voting by mail: The address for Caldwell County Early Voting Clerk's mailing address to which ballot applications and ballots voted by mail is 1403-A Blackjack St. Lockhart, TX 78644. The email address is CaldwellEC@co.Caldwell.tx.us. If submitted by email, the original must be received at elections office within 4 business days.

Domicilio Postal para la votación temprana por correo: El domicilio postal del Secretario de Votación Temprana del Condado de Caldwell a la que las solicitudes de boletas y votación de boletas por correo es 1403-A Blackjack St. Lockhart, TX 78644. La dirección de correo electrónico es CaldwellEC@co.Caldwell.tx.us. Si se envía por correo electrónico, el documento original debe recibirse en la oficina electoral dentro de los 4 días hábiles

Emergency and Limited ballots available only at the Scott Annex location.
(Las boletas de emergencia y limitadas están disponibles solo en la ubicación del Anexo Scott.)

Branch Early Voting Polling Location
(Lugar de votación anticipada de la sucursal)

Lockhart ISD Adams Gym
419 Bois D’Arc St. Lockhart, TX 78644

Three Rivers Community Church
103 Main St. Martindale, TX 78655

Uhland City Hall – Community Hall
15 N. Old Spanish Trl. Lockhart, TX 78640

Branch Early Voting Dates and Hours
(Fechas y Horarios de Votación Anticipada de las Sucursales)

First week / Primer Semana:

Monday, October 21 through Friday, October 25, 2024..... 8 am – 5 pm
Lunes, 21 de octubre hasta el viernes 25 de octubre de 2024 8:00 am hasta 5:00 pm

Weekend / Fin de Semana:

Saturday, October 26, 2024 8 am – 5 pm
Sábado, 26 de octubre de 2024 8:00 am hasta 5:00 pm
Sunday, October 27, 2024..... 9 am – 3 pm
Domingo, 27 de octubre de 2024 9:00 am hasta 3:00 pm

Last Week / Ultima Semana:

Monday, October 28 through Wednesday, October 30, 2024 8:00 am – 5:00 pm
Lunes, 28 de octubre hasta el Miércoles, 30 de octubre de 2024..... 8:00 am hasta 5:00 pm
Thursday, October 31 through Friday, November 1, 2024 7:00 am – 6:00 pm
jueves 31 de octubre hasta el Viernes, 25 de noviembre de 2024 7:00 am hasta 6:00 pm

Combination of Election Day Voting Polling Location
(Combinación de lugar de votación el día de las elecciones)

Section 42.0051 of the Texas Election Code permits the combination of certain county election precincts as recommended by the county election board: (1) when a suitable public building for a polling place is not available, and (2) when the combined polling place adequately serves the voters of the combined precincts.

1. **First Lockhart Baptist Connection Center- 200 S. Blanco St., Lockhart, TX 78644**
 - **Voting Pct: 100 / 101**
2. **Grace Lutheran Fellowship Hall- 108 N. Medina, Lockhart, TX 78644**
 - **Voting Pct: 103 / 108**
3. **VPW Post 8927- 7007 S. US HWY 183, Lockhart, Tx 78644**
 - **Voting Pct: 102 / 104**
4. **Lockhart Evenings Lions Club- 220 Bufkin Lane, LOCKHART, TX 78644**
 - **Voting Pct: 111**
5. **Luling Southside Clubhouse- 1035 S. Magnolia Ave, Luling, TX 78648**
 - **Voting Pct: 201 / 202**
6. **McNeil Baptist Church Fellowship Hall- 14304 FM 1322, Luling, TX 78648**
 - **Voting Pct: 203**
7. **McMahan Community Center- 6022 FM 713, Dale, TX 78616**
 - **Voting Pct: 204 / 205**
8. **Luling Civic Center- 333 E. Austin St., Luling, TX 78648**
 - **Voting Pct: 206**
9. **Three Rivers Community Church – Fellowship Hall- 103 Main St., Martindale, TX 78655**
 - **Voting Pct: 300 / 301**
10. **Maxwell Social Club- Maxwell, TX 78656**
 - **Voting Pct: 302**
11. **Uhland City Hall – Community Hall- 15 N. Old Spanish Trail, Uhland, TX 78640**
 - **Voting Pct: 303 / 306**
12. **Fentress Community Church- 13481 State Park Rd., Fentress, TX 78622**
 - **Voting Pct: 305**
13. **St. Marks Methodist Church Fellowship Hall- 602 E. Live Oak St., Lockhart, TX 78644**
 - **Voting Pct: 401**
14. **St. Mary’s Catholic Parish Hall- 205 W. Pecan St., Lockhart, TX 78644**
 - **Voting Pct: 402**
15. **Lyton Springs Baptist Church- 8511 FM 1854, Dale, TX 78616**
 - **Voting Pct: 404**
16. **Dale Fire Station- 1414 FM 1854, Dale, TX 78616**
 - **Voting Pct: 400 / 405**

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: August 20, 2024

AGENDA ITEM CAPTION: Discussion regarding nomination of Rob Ortiz to the Parks and Recreation Advisory Board by Councilmember John Castillo for a term to expire in November 2025.

ORIGINATING DEPARTMENT AND CONTACT: Council - John Castillo

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: Councilmember John Castillo has nominated Rob Ortiz to be appointed to the Parks and Recreation Advisory Board.

Mr. Ortiz currently serves as an alternate on the Parks and Recreation Advisory Board and meets the qualifications to serve/continue to serve on a city board.

Resolution 2024-02 was adopted in 2024 establishing administrative procedures for the nomination of board and commission members to include a 2-step process. First, the nomination is to be placed on the agenda as "announcement of nomination" followed by a notice on a subsequent agenda as "discussion and/or action on the nomination." The two-step process does apply to the nomination of a person who currently holds an alternate position if the purpose of the nomination is to elevate them to a regular position on the same board.

The announcement of nomination occurred during the August 6, 2024 Council meeting.

Action of appointment, should the Council should move to do so, will occur during the August 20, 2024 Council meeting.

PROJECT SCHEDULE (if applicable): N/A

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: August 6, 2024 Council meeting: nomination of Mr. Rob Ortiz to the Parks Board was announced.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: None. Discretion of the Council.

LIST OF SUPPORTING DOCUMENTS: PAR Advisory Board Roster, Rob Ortiz application - Parks Board

PARKS AND RECREATION BOARD

Ord. 86-50, Adopted 11-25-86

First Name	Last Name	Title	Address1	Council Member	Date Appt	Exp
Vacant				John Castillo		
Dennis	Placke	Vice-Chair	1011 W.Live Oak St.	Brad Westmoreland	2/4/2020	2022
Karla	Tate		500 Caribbean Dr.	Mayor White	2/2/2021	2026
Lee	Parra		209 Windridge Dr. N.	Angie Sanchez	8/17/2021	2022
Linda	Thompson Bennett		1311 Torres St.	Juan Mendoza	12/17/2019	2022
Warren	Burnett	Chair	1205 Rio Vista Cove	John Lairsen	2/20/2024	2026
Russell	Wheeler		607 La Feliciana Dr.	Jeffry Michelson	12/15/2020	2026
Rob	Ortiz	Alternate	1004 N.Commerce	Mayor Pro-Tem	3/7/2017	2019
		Little League		Non-Voting member		
		Youth Soccer		Non-Voting member		
		Co-Rec. Softball		Non-Voting member		

Staff Liaison: Parks and Recreation Director
Steve Lewis, City Manager

NOTE:

Sec. 40-133. Members.

(a) The board shall consist of seven members appointed in accordance with section 2-210 to serve three years terms, such terms to coincide with the council position making the appointment and two alternates shall also be appointed by the mayor and mayor pro tem, one each. The two alternates shall also serve the term coinciding with the council position making the appointments. Vacancies shall be filled for an unexpired term in the manner in which the original appointments are required to be made. (Ordinance 06-08, adopted February 7, 2006)

2/29/24
DMD

In order to be considered for an appointment to a Lockhart Board or Commission, please complete the following application. You may also attach a current resume and letter of interest if you choose.

1. PERSONAL INFORMATION

Full Legal Name <i>VINCENT Ortiz III</i>		Preferred Name <i>Rob Ortiz</i>	
Physical Home Address <i>1004 N Commerce St</i>			
Mailing Address (if different)			
City <i>LOCKHART</i>	State <i>TX</i>	Zip <i>78644</i>	
Home Phone <i>N/A</i>		Work Phone	
Mobile Phone <i>512-921-8000</i>			
Email Address			
Date of Birth			

2. AREAS OF INTEREST

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

☐ Airport Advisory Board	☐ Historical Preservation Commission
☐ Zoning Board of Adjustment & Appeals	☐ Hotel Occupancy Tax Advisory Board
☐ Charter Review Commission	☐ Library Advisory Board
☐ Construction Board of Appeals	☒ Parks & Recreation Advisory Board
☐ Economic Development Corp (1/2 Cent Sales Tax)	☐ Planning & Zoning Commission
☐ Electric Board	

In the space below, please explain your interest in the position(s) selected above. Also, please explain any experience you have related to your selection(s).

For the past 14 years I have served as an alternate on this board. I have recently been more active due to ensuring a quorum. I am ~~to~~ eager to represent ~~my~~ District 2 as a full board member

3. BOARD MEMBER QUALIFICATIONS

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

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

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

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

Certification of Applicant

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


Applicant's Signature

1/29/2024
Date

Completed application, resume and letter of interest may be submitted in person, email, mail, or by fax to:

City of Lockhart
City Secretary's Office
308 W. San Antonio Street / PO Box 239
Lockhart, TX 78644

Phone: 512.398.3461
FAX: 512.398.5103
jbowermon@lockhart-tx.org

APPLICANT'S NAME: Rob Ortiz (Vincent Ortiz III)

BOARD NAME(S): Parks & Recreation
Advisory Board

The qualifications for members of boards and commissions, except special qualifications for service on a particular board or commission, are as follows:

- Appointees must each be a resident of the State of Texas and a resident of the City of Lockhart for at least twelve (12) consecutive months preceding their appointment unless a particular board's or commission's composition or state law allows for membership by a non-resident of the City.
Date of residency in Lockhart: LIFE LONG RESIDENT
- Appointees shall be qualified voters in the City of Lockhart or, if not a resident of the City, of Caldwell County.
Date qualified voter in Lockhart: 9/14/2002
- Appointees shall not have been removed from another city board or commission because of failure to attend meetings or for cause within the last three years.
Removed from another board? YES or NO
If yes, date _____ and board _____
- No member of any appointed body shall serve on more than one quasi-judicial or advisory board or commission.
Serves on another board? YES or NO
If yes, board currently serving: CURRENTLY AN ALTERNATE ON PARKS & RECREATION BOARD

BOARD SPECIFIC QUALIFICATIONS:

PARKS

Y or N City Resident? If no, applicant does not qualify.

Parks and Recreation Advisory Board meets on the fourth Thursday at 5:30 p.m. each month if there are items pending the Board's review. The Board's duties are to recommend to the city council policies and programs for the advancement and betterment of city parks and recreation; to render to the city manager recommendations concerning the annual budget of the parks and recreation department for presentation to the city council; to make recommendations to the city council regarding proposed parks facilities and recreation programs, encourage public interest in parks facilities and recreation programs and solicit the cooperation of public and private agencies in the advancement of city parks and recreation; to make recommendations through the city manager to the city council regarding special requests for use of public parks or facilities; and to make recommendations through the city manager to the city council regarding the use of donations, legacies or requests made to the city for the furtherance of city park facilities. All members must reside within the city limits. The Board consists of seven members that serve a three-year term. The Parks Manager is the staff liaison.

CITY SECRETARY'S DETERMINATION OF APPLICANT'S QUALIFICATION:

Is Applicant Qualified? YES NO DISCRETION OF THE COUNCIL

NOTES: _____

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: August 20, 2024

AGENDA ITEM CAPTION: Hold a PUBLIC HEARING for the proposed City of Lockhart Fiscal Year 2024-2025 Budget.

ORIGINATING DEPARTMENT AND CONTACT: Finance - Joseph Resendez, Keeli Michna

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 3, 2024.

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: FYE 2025 - Proposed Budget - 08.15.2024 - Public Hearing

**CITY OF LOCKHART
PROPOSED BUDGET
FISCAL YEAR 2024-25**

	FYE 2022	FYE 2023	FYE 2024 AMENDED	FYE 2025 PROPOSED
	ACTUAL	ACTUAL	BUDGET	BUDGET
REVENUE SUMMARY				
GENERAL FUND	12,700,841	15,428,638	15,071,251	15,885,276
DEBT SERVICE FUND	1,231,677	2,065,283	1,738,469	1,899,172
ELECTRIC FUND	12,818,069	15,378,479	13,989,885	14,007,185
WATER FUND	4,505,246	6,863,082	5,754,837	5,765,987
WASTEWATER FUND	2,655,201	5,389,513	3,525,587	3,390,060
SOLID WASTE FUND	1,948,434	2,014,232	2,191,685	2,220,485
EMS FUND	1,338,154	1,891,625	1,523,200	507,733
AIRPORT FUND	108,768	122,326	162,050	179,550
LOCKHART ECO DEV FUND	1,296,355	1,817,686	1,179,140	1,234,140
TOTAL - REVENUES	38,602,745	50,970,864	45,136,104	45,089,588

EXPENSE SUMMARY					DELTA
GENERAL FUND	11,967,139	14,098,675	14,981,004	15,845,544	39,732
DEBT SERVICE FUND	1,290,472	1,662,332	1,654,125	1,659,937	239,235
ELECTRIC FUND	12,050,364	13,278,900	13,881,245	13,966,017	41,168
WATER FUND	5,676,125	6,682,619	5,478,301	6,997,828	-1,231,841
WASTEWATER FUND	2,771,725	2,887,784	3,312,887	3,360,081	29,979
SOLID WASTE FUND	1,935,290	2,119,224	2,071,028	2,210,620	9,865
EMS FUND	1,339,370	1,599,419	2,202,429	766,453	-258,720
AIRPORT FUND	92,834	283,618	139,143	116,616	62,934
LOCKHART ECO DEV FUND	458,921	752,469	1,179,140	1,171,498	62,642
TOTAL - EXPENSES	37,582,240	43,365,040	44,899,302	46,094,594	

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: August 20, 2024

AGENDA ITEM CAPTION: Approve Memorandum of Agreement (MOA) between the Guadalupe-Blanco River Authority (GBRA) and the City of Lockhart regarding the dedication of easements related to the Carrizo Groundwater Supply Project and related closing documents, and authorizing the Mayor to sign if approved.

ORIGINATING DEPARTMENT AND CONTACT: Public Works - Sean Kelley

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: On June 4, 2024, City Council approved an MOA between the Guadalupe-Blanco River Authority and the City of Lockhart authorizing the dedication of two easements associated with Phase II of the Carrizo Water Supply Project. Recently, additional documents from GBRA's title company were submitted to the City for signature that were not apart of the initial easement and MOA packet. Consequently, under the direction of the City's Attorney, the signing of the additional closing documents will require authorization.

The appraised value of the two easements is approximately \$134,350. GBRA asks that the City dedicate the easements to GBRA in consideration for a second delivery point provided to the City of Lockhart at the Cesar Chavez Elevated Storage Tank. The estimated cost for the second delivery point is \$1.95M in construction costs, which GBRA can offer to the City as compensation for the dedicated permanent easements. The second delivery point would be treated water with a dedicated chemical treatment feed, and a metering station. The connection size has been designed as a 12" water main connection. Establishing a second delivery point for treated water is important for several reasons, including:

- Create redundancy in the water system to make the utility more resilient.
- Diversify and increase the City's water supply pumping capacity beyond its current delivery point, which is centralized at the Water Treatment Plant's high service pump station.
- Provide additional water supply during outages, rehabilitation, or scheduled maintenance at the City's water treatment plant.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

City of Lockhart, Texas

Council Agenda Item Cover Sheet

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION: June 4, 2024- Approval of the MOA.

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff respectfully recommends approval of the MOA, deviation of the two easements and authorizing the Mayor to sign the related closing documents.

LIST OF SUPPORTING DOCUMENTS: MOA and Easement Documents 8 20 2024

MEMORANDUM OF AGREEMENT

May 3, 2024

City of Lockhart
PO Box 239
Lockhart, TX 78644-0239

Re: Property located in the James George Survey No. 7, Abstract No. 9, Caldwell County,
Texas
Parcel No. ER-02

Property located in the Cornelius Crenshaw Survey, Abstract No. 68, Caldwell County,
Texas
Parcel No. NR-37

Dear Mayor White,

The Guadalupe-Blanco River Authority (GBRA) has completed the engineering design for the TX-130 Groundwater Supply Project in Caldwell County, Texas, for a portion of your property referenced above, which is legally described as

ER-02

being a 0.3508 acre permanent easement and a 0.23 acre temporary construction easement, both situated in the James George Survey No. 7, Abstract No. 9, Caldwell County, Texas, and being more particularly described in the attached Exhibit "A".

NR-37

being a 0.2593 acre permanent easement and a 0.40 acre temporary construction easement, both situated in the Cornelius Crenshaw Survey, Abstract No. 68, Caldwell County, Texas, and being more particularly described in the attached Exhibit "B"

In consideration of the conveyance of the above referenced properties, GBRA agrees to provide the City of Lockhart with a 2nd delivery point of treated water to be located on Parcel NR-37.

BY SIGNING BELOW, OWNER(S) HEREBY AGREE to sign easements for the properties described in Exhibits "A" and "B". The Easements agreed upon by the parties are attached hereto as Exhibit "C" and "D". Until the transaction is complete, title and possession of the properties to be conveyed remain with you. You shall bear all risk of loss to any and all such properties prior to such occurrence.

The terms provided herein, including exhibits, constitute the only promises, consideration and conditions of this purchase; and no other promises, consideration or conditions have been signified or implied. GBRA, without cost to the owner, will pay the cost of recording all instruments conveying title to GBRA.

It is suggested that you carefully review the proposed conveyance documents and satisfy yourself (selves) as to the provisions. With your signing of this agreement and execution of the conveyance documents GBRA will proceed with the closing process with Independence Title Company. This company has been designated as GBRA's closing agent and is responsible to see that GBRA obtains clear title.

Sincerely,

Darrell Nichols
General Manager/CEO

I received a copy of The State of Texas Landowner's Bill of Rights before signing this agreement. I fully understand the GBRA's offer as contained in this agreement and I agree to the terms set forth above. By signing below, I accept GBRA's offer set forth above in exchange for an easement to the properties described above.

City of Lockhart

By: _____
Name: Lew White
Title: Mayor

Date

EXHIBIT "A"

Parcel ER-02

0.3508 Acre Waterline Easement
James George Survey No. 7, Abstract No. 9
Caldwell County, Texas

DESCRIPTION FOR PARCEL ER-02

DESCRIPTION OF A 0.3508 OF ONE ACRE (15,283 SQUARE FOOT) EASEMENT, OUT OF THE JAMES GEORGE SURVEY NO. 7, ABSTRACT NO. 9, CALDWELL COUNTY, TEXAS, BEING A PORTION THAT TRACT DESCRIBED AS 8.807 ACRES CONVEYED TO THE CITY OF LOCKHART BY DEED DATED FEBRUARY 14, 1953, AS RECORDED IN VOLUME 249, PAGE 65, DEED RECORDS, CALDWELL COUNTY, TEXAS; SAID 0.3508 OF ONE ACRE (15,283 SQUARE FOOT) EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a fence post found at the southwest corner of this easement and said 8.807 acre City of Lockhart tract, being at an interior ell corner in the north line of that tract described as 49.781 acres conveyed to Ashley Hatcher by Executor's Deed, as recorded in Document No. 2023-004801, Official Public Records, Caldwell County, Texas, said POINT OF BEGINNING having Grid Coordinates of N=13,865,695.55, E=2,397,384.96;

- 1) THENCE, along the west line of this easement and said 8.807 acre City of Lockhart tract, and a north line of said 49.781 acre Ashley Hatcher tract, **North 20°17'55" East 509.88 feet** to a calculated point at the northwest corner of this easement and said City of Lockhart tract, being in the existing south right-of-way line of Old McMahan Road (County Road 208, varying width);
- 2) THENCE, along the north line of this easement and said 8.807 acre City of Lockhart tract, and the existing south right-of-way line of Old McMahan Road, **South 68°06'08" East 30.01 feet** to a calculated point at the northeast corner of this easement;
- 3) THENCE, along the east line of this easement, crossing said 8.807 acre City of Lockhart tract, **South 20°17'55" West 509.06 feet** to a calculated point at the southeast corner of this easement, being in the south line of said 8.807 acre City of Lockhart tract, and a north line of said 49.781 acre Ashley Hatcher tract, from which a fence post found at the southeast corner of said 8.807 acre City of Lockhart tract, being an interior ell corner in the north line of said 49.781 acre Ashley Hatcher tract, bears South 69°41'08" East 831.48 feet;

- 4) THENCE, along the south line of this easement and said 8.807 acre City of Lockhart tract, and a north line of said 49.781 acre Ashley Hatcher tract, **North 69°41'08" West 30.00 feet** to the POINT OF BEGINNING and containing 0.3508 of one acre (15,283 square feet) of land within these metes and bounds.

Bearing Basis Note

The bearings described herein are based on the Texas Coordinate System, South Central Zone (4204), NAD83 (2011) EPOCH 2010.00. The coordinates shown are grid coordinates.

SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.

3301 Hancock Dr., Ste. 6

Austin, TX 78731 (512) 451-8591

TBPELS Survey Firm# 10095500



01/12/2024

Chris Conrad, Reg. Professional Land Surveyor No. 5623

Date

Note: There is a plat to accompany this description.

M:\HDR~22-179~GBRA Texas 130\Description\ER-02~0.3508 Ac WLE-R2_KS

Issued 09/14/2023; Revised 11/16/2023; 01/12/2024

CCAD ID 33568

SKETCH TO ACCOMPANY DESCRIPTION
OF 0.3508 AC. OR 15,283 SQ. FT. OF LAND OUT OF
THE JAMES GEORGE SURVEY NO. 7, ABSTRACT NO. 9
LOCKHART, CALDWELL COUNTY, TEXAS

SCALE 1" = 100'



JAMES GEORGE
SURVEY NO. 7
ABSTRACT NO. 9

ASHLEY HATCHER
DOC. NO. 2023-004801
O.P.R.C.C.T.
(49.7821 ACRES)
AUGUST 1, 2023

CITY OF LOCKHART
WATERLINE EASEMENT CENTERLINE
VOL. 251, PG. 296, D.R.C.C.T.

LINE TABLE		
LINE#	BEARING	DISTANCE
L1	S68°06'08"E	30.01'
L2	N69°41'08"W	30.00'

P.O.B.
GRID COORDINATES
N=13,865,695.55
E=2,397,384.96

20' TEMPORARY
CONSTRUCTION EASEMENT
APPROX. 0.23 ACRE

CITY OF LOCKHART
VOL. 249, PG. 65
D.R.C.C.T.
(8.807 ACRES)
FEBRUARY 14, 1953

OLD MCMAHAN ROAD
(C.R. NO. 208)
(VARIABLE WIDTH R.O.W.)

ER-02
WLE
0.3508 AC. OR
15,283 SQ. FT.

LEGEND

- FENCE POST FOUND
- CALCULATED POINT
- O.P.R.C.C.T. OFFICIAL PUBLIC RECORDS
CALDWELL COUNTY, TEXAS
- D.R.C.C.T. DEED RECORDS
CALDWELL COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- PROPERTY LINE
- R.O.W. RIGHT OF WAY
- (.....) RECORD INFORMATION

NOTES:

- THIS PROJECT IS REFERENCED, FOR ALL BEARING AND COORDINATE BASIS, TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NORTH AMERICAN DATUM OF 1983 (2011) EPOCH 2010.00. COORDINATES SHOWN HEREON ARE GRID COORDINATES.
- THIS SURVEY WAS PERFORMED WITH THE BENEFIT OF A TITLE COMMITMENT PREPARED BY FIRST AMERICAN TITLE GUARANTY COMPANY FILE NO. 2247457-BUD, EFFECTIVE DATE SEPTEMBER 11, 2023.
- EXISTING EASEMENTS LISTED IN THE TITLE COMMITMENT SCHEDULE B, ITEM10, DO NOT AFFECT THE PROPOSED ACQUISITION EXCEPT AS SHOWN HEREON.

ASHLEY HATCHER
DOC. NO. 2023-004801
O.P.R.C.C.T.
(49.7821 ACRES)
AUGUST 1, 2023



Chris Conrad

01/12/2024

CHRIS CONRAD, REG. PROF. LAND SURVEYOR NO. 5623 DATE
Note: There is a description to accompany this plat.

CCAD ID 33568
SURVEYED BY:

REVISED: 01/12/2024
REVISED: 11/16/2023
ISSUED: 09/14/2023
PAGE 3 OF 3

**McGRAY & McGRAY
LAND SURVEYORS, INC.**

3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
MCGRAY.COM (512) 451-8591
TBPELS SURVEY FIRM #10095500

EXHIBIT "B"

Parcel NR-37

0.2593 Acre Waterline Easement
Cornelius Crenshaw Survey, Abstract No. 68
Caldwell County, Texas

DESCRIPTION FOR PARCEL NR-37

DESCRIPTION OF A 0.2593 OF ONE ACRE (11,297 SQUARE FOOT) EASEMENT OUT OF THE CORNELIUS CRENSHAW SURVEY, ABSTRACT NO. 68, CALDWELL COUNTY, TEXAS, BEING A PORTION OF LOT 1, BLOCK 1, SPILLMANN SUBDIVISION, A SUBDIVISION OF RECORD IN CABINET C, SLIDE 108, PLAT RECORDS, CALDWELL COUNTY, TEXAS, SAID LOT 1 CONVEYED TO CITY OF LOCKHART, TEXAS BY SPECIAL WARRANTY DEED DATED JUNE 19, 2018, AS RECORDED IN DOCUMENT NO. 2018-003421, OFFICIAL PUBLIC RECORDS, CALDWELL COUNTY, TEXAS; SAID 0.2593 OF ONE ACRE (11,297 SQUARE FOOT) EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8-inch iron rod with "Hinkel Surveyors" cap found at the southwest corner of said Lot 1 and said City of Lockhart tract, being the southeast corner of Lot 2, Block 1, in said Spillmann Subdivision, said Lot 2 conveyed to Spillmann Farms LLC by Special Warranty Deed, as recorded in Document No. 2023-002274, Official Public Records of Caldwell County, Texas, also being in the existing north right-of-way line of N. Cesar Chavez Parkway (SH 130, varying width right-of-way), at the beginning of an existing "Access Denial Line", said POINT OF BEGINNING having Grid Coordinates of N=13,877,206.37, E=2,378,954.30, from which a 5/8-inch iron rod with Texas Department of Transportation (TxDOT) aluminum cap found at the southwest corner of said Lot 2 and said Spillmann Farms tract, being in the existing north right-of-way line and an existing "Access Denial Line" of N. Cesar Chavez Parkway, bears South 52°00'43" West 484.96 feet;

- 1) THENCE, along the west line of this easement, said Lot 1 and said City of Lockhart tract, and the east line of said Lot 2 and said Spillmann Farms tract, **North 37°59'15" West 294.21 feet** to a calculated point at the northwest corner of said Lot 1 and said City of Lockhart tract, being the northeast corner of said Lot 2 and said Spillmann Farms tract, also being in the south line of that tract described as 2.396 acres conveyed to Jackie Jeanice McCommas and Richard Joseph McCommas by General Warranty Deed, as recorded in Document No. 2016-004923, Official Public Records, Caldwell County, Texas;

- 2) THENCE, along the north line of this easement, said Lot 1 and said City of Lockhart tract, and the south line of said 2.396 acre McCommas tract, **North 79°32'15" East 17.15 feet** to a 5/8-inch iron rod found at the southeast corner of said 2.396 acre McCommas tract, being the southwest corner of that tract described as 4.516 acres conveyed to Gerald L. Clough and Kathleen H. Lewis by General Warranty Deed, as recorded in Volume 380, Page 215, Official Public Records of Real Property, Caldwell County, Texas;
- 3) THENCE, continuing along the north line of this easement, said Lot 1 and said City of Lockhart tract, and along the south line of said 4.516 acre Gerald L. Clough et al. tract, **North 79°28'25" East 16.67 feet** to a calculated point;

THENCE, along the east line of this easement, crossing said Lot 1 and said City of Lockhart tract, the following five (5) courses, numbered 4 through 8:

- 4) **South 37°59'15" East 97.23 feet** to a calculated point,
- 5) **North 51°51'25" East 90.23 feet** to a calculated point,
- 6) **South 37°50'34" East 30.00 feet** to a calculated point,
- 7) **South 51°51'25" West 90.16 feet** to a calculated point, and
- 8) **South 37°59'15" East 151.37 feet** to a calculated point in the south line of said Lot 1 and said City of Lockhart tract, being in the existing north right-of-way line and an existing "Access Denial Line" of N. Cesar Chavez Parkway;

- 9) THENCE, along the south line of this easement, said Lot 1 and said City of Lockhart tract, and the existing north right-of-way line and an existing "Access Denial Line" of N. Cesar Chavez Parkway, **South 52°00'43" West 30.00 feet** to the POINT OF BEGINNING and containing 0.2593 of one acre (11,297 square feet) of land within these metes and bounds.

Bearing Basis Note

The bearings described herein are based on the Texas Coordinate System, South Central Zone (4204), NAD83 (2011) EPOCH 2010.00. The coordinates shown are grid coordinates.

SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.

3301 Hancock Dr., Ste. 6

Austin, TX 78731 (512) 451-8591

TBPELS Survey Firm# 10095500



A handwritten signature in blue ink, appearing to read "Chris Conrad", written over a horizontal line.

04/23/2024

Chris Conrad, Reg. Professional Land Surveyor No. 5623

Date

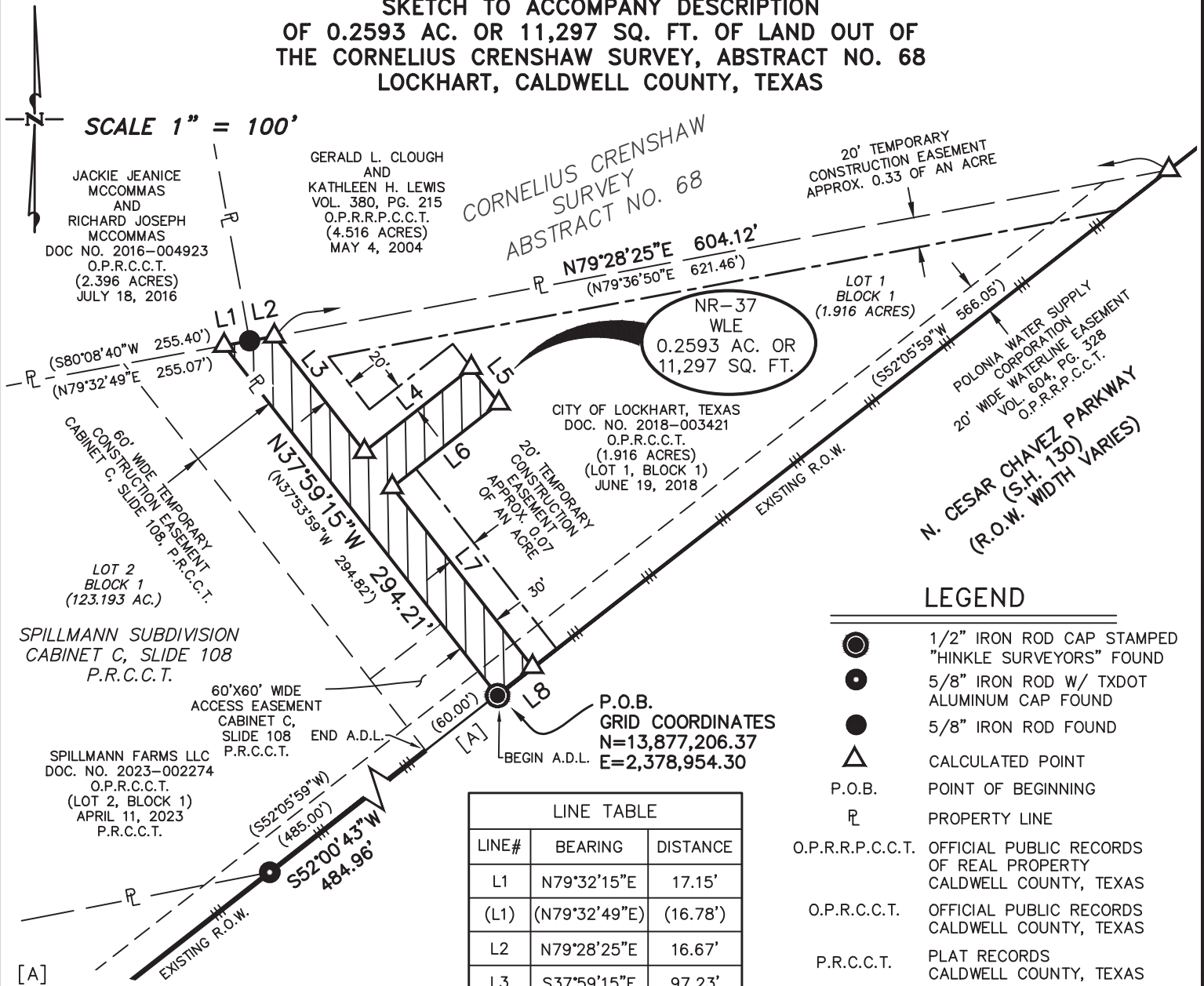
Note: There is a plat to accompany this description.

M:\HDR~22-179~GBRA Texas 130\Description\NR-37~0.2593 Ac WLE-R1_KS

Issued 04/01/2024; Revised 04/23/2024

CCAD ID 116631

**SKETCH TO ACCOMPANY DESCRIPTION
OF 0.2593 AC. OR 11,297 SQ. FT. OF LAND OUT OF
THE CORNELIUS CRENSHAW SURVEY, ABSTRACT NO. 68
LOCKHART, CALDWELL COUNTY, TEXAS**



LEGEND

- 1/2" IRON ROD CAP STAMPED "HINKLE SURVEYORS" FOUND
- 5/8" IRON ROD W/ TXDOT ALUMINUM CAP FOUND
- 5/8" IRON ROD FOUND
- CALCULATED POINT
- P.O.B. POINT OF BEGINNING
- PROPERTY LINE
- O.P.R.R.P.C.C.T. OFFICIAL PUBLIC RECORDS OF REAL PROPERTY CALDWELL COUNTY, TEXAS
- O.P.R.C.C.T. OFFICIAL PUBLIC RECORDS CALDWELL COUNTY, TEXAS
- P.R.C.C.T. PLAT RECORDS CALDWELL COUNTY, TEXAS
- VOL./PG. VOLUME/PAGE
- DOC. NO. DOCUMENT NUMBER
- PROPERTY BREAK LINE
- R.O.W. RIGHT OF WAY
- ACCESS DENIAL LINE (A.D.L.)

[A] TEXAS TRANSPORTATION COMMISSION MINUTE ORDER NO. 115843 DATED 8/27/2020 WHICH REDESIGNATES THE LOCATION OF THE CONTROL OF ACCESS ALONG THE SOUTH LINE OF LOT 1, AS ORIGINALLY ESTABLISHED BY AGREED FINAL JUDGMENT RECORDED IN DOC. NO. 2019-000701, O.P.R.C.C.T. AND RE-RECORDED IN DOC. NO. 2020-001165, O.P.R.C.C.T., TO THIS LOCATION ALONG THE SOUTHEAST LINE OF LOT 2.

- NOTES:**
- THIS PROJECT IS REFERENCED, FOR ALL BEARING AND COORDINATE BASIS, TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NORTH AMERICAN DATUM OF 1983 (2011) EPOCH 2010.00. COORDINATES SHOWN HEREON ARE GRID COORDINATES.
 - THIS SURVEY WAS PERFORMED WITH THE BENEFIT OF A TITLE COMMITMENT PREPARED BY FIRST AMERICAN TITLE GUARANTY COMPANY FILE NO. 2343060-BUD, EFFECTIVE DATE DECEMBER 7, 2023.
 - EXISTING EASEMENTS LISTED IN THE TITLE COMMITMENT SCHEDULE B, ITEM 10 DO NOT AFFECT THE PROPOSED ACQUISITION EXCEPT AS SHOWN HEREON.



Chris Conrad

04/23/2024

CHRIS CONRAD, REG. PROF. LAND SURVEYOR NO. 5623 DATE
Note: There is a description to accompany this plat.

CCAD ID 116631 REVISED: 04/23/2024
ISSUED: 04/01/2024

McGRAY & McGRAY
LAND SURVEYORS, INC.

3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
MCGRAY.COM (512) 451-8591
TBPELS SURVEY FIRM #10095500

SCALE:	1" = 100'	
DATE:	04/23/2024	TECH: BLM
PROJECT:	22-179	FIELD: -
	SHEET:	4 OF 4

NOTICE OF CONFIDENTIALITY RIGHTS. IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

PERMANENT EASEMENT AGREEMENT

This Permanent Easement Agreement (the "Agreement"), dated the ____ day of _____ 2024, is between **City of Lockhart**, whose mailing address is **PO Box 239, Lockhart, TX 78644-0029** (hereinafter referred to as "Grantor", whether one or more), and Guadalupe-Blanco River Authority, a conservation and reclamation district created under a series of acts compiled as Article 8280-106, Vernon's Annotated Texas Civil Statutes, as amended, pursuant to the provisions of Article 16, Section 59 of the Constitution of the State of Texas, with offices at physical address and mailing address for all correspondence to 2225 E. Common St., New Braunfels, Texas 78130, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND NO/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee an exclusive thirty foot (30") wide free and unobstructed permanent easement in order to install, construct, operate, use, repair, upgrade, relocate, remove and maintain pipelines (the "Pipeline(s)", whether one or multiple"), and any appurtenant facilities in, over, through, across, under, and along land owned by the Grantor, as more particularly described in the survey and legal description attached hereto as Exhibit "A" and "B" ("the Permanent Easement").

Grantor does also hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee temporary workspace (and additional temporary workspace, if any), as more particularly described in Exhibit B attached hereto, in order to construct the Pipeline(s) and any appurtenant facilities in, over, through, across, under, and along the property (the "Temporary Construction Easement") (the "Permanent Easement" and "Temporary Construction Easement" are collectively referred to as the "Easements"). The term of the Temporary Construction Easement shall be for a period to extend to the earlier of twenty-four (24) months from the date of construction commencement or completion of the project in its entirety. All rights, duties and/or obligations arising by or under this Agreement shall only apply to the Temporary Construction Easement while same is in effect.

It is further agreed as follows:

1. The right to use the Easements shall belong to the Grantee and its agents, employees, designees, contractors, successors and assigns, and all those acting by or on behalf of it for the purposes of constructing, maintaining, operating, repairing, rebuilding, relocating, replacing, and removing the Pipeline(s) within the Permanent Easement, abandoning in place and removing at will, in whole or in part, the Pipeline(s), for the transportation of water, together with above- and below-ground appurtenances as may be necessary or desirable for the operation of the Pipeline(s), over, across, under and upon the Permanent Easement. Without limitation, Grantee shall have the right to

construct the following structures or devices within the Permanent Easement during and after completion of construction: manholes and its protective covers, pipeline drain valve assemblies, and/or air releases and vacuum valve assemblies and cut off valves in their protective casements and barriers as well as testing devices and corrosion prevention appliances and structures on the pipeline(s), meters, and vaults identifying the location of structures above and below the surface of the earth.

2. Grantee shall bury the Pipeline(s) to a minimum depth of thirty-six inches (36") below the surface of the ground.

3. Grantee shall have the right of ingress, egress, entry and access in, to, through, on, over, under, and across the Easements and where same intersect any public road or public right-of-way or other easement to which Grantee has the right to access and along any roads designated by Grantor, for any and all purposes necessary and/or incident to the exercise by the Grantee of the rights granted to it by this Agreement. Grantee shall promptly repair any damage to Grantor's roads caused by Grantee so as to maintain the roads in as good or better condition as existed prior to use by Grantee.

4. Grantee shall have the right to select the exact location of the Pipeline(s) within the Permanent Easement.

5. The consideration paid by Grantee in this Agreement shall be considered full compensation of the Easements, any and all damages to the Grantor's remaining property and for reasonably anticipated damages caused to the surface of Grantor's lands within the Easements during the initial construction of the Pipeline(s) and related facilities as well as damages related to future operation, use, repair, upgrading, relocation, removal and maintenance of the Pipeline(s).

6. Grantee shall have the right to remove any fence which now crosses or may cross the Easements during initial construction of the Pipeline(s), provided such fences are repaired to as good or better conditions than existed prior to construction. Grantee shall have the right to install gates in Grantor's fences, which cross or run parallel to the Easements and to maintain locks on said gates. Grantor may construct other fences across the Easements subject to Grantee retaining the right to construct gates in said fences and maintain locks for such fences consistent with requirements of Grantee. Grantor shall be allowed to install its own locks on Grantee gates so long as such locks do not interfere with Grantee's use of its locks.

7. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor may not use any part of the Easements if such use may damage, destroy, injure, and/or interfere with Grantee's use of the Easements for the purposes for which the Easements is being sought by Grantee. Grantor is not permitted to conduct any of the following activities on the Easements: (1) construct any temporary or permanent building, site improvements or stormwater detention ponds; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above- or below-ground obstruction that may interfere with the purposes for which this Agreement is being acquired may be placed, erected, installed or permitted upon the Easements without the written permission of Grantee; provided, however, Grantor may construct and maintain roads that cross the Permanent Easement provided that the roads cross the Permanent Easement at or near a

90-degree angle to the long sides of the Permanent Easement. Any such roads shall be constructed and maintained subject to the rights granted to the Grantee herein. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the Easements are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

8. Grantee has the right to mow the Permanent Easement and to trim or cut down or eliminate all trees or shrubbery, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with the operation of the Pipeline(s) and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the Pipeline(s) and appurtenant facilities. All trees, brush and other debris caused by construction shall be chipped and spread on the Permanent Easement or removed from the property.

9. Grantor shall retain all the oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill, mine, explore or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Grantee will, insofar as reasonably practicable, level, re-grade, and reseed the ground disturbed by Grantee's use of the Easements and will maintain the Easements clean of all litter and trash during periods of construction, operation, maintenance, repair or removal. All construction debris shall be cleaned up and removed from Grantor's lands upon completion of installation and construction of the Pipeline(s). Grantee may construct, maintain, change slopes of cuts and fills to ensure proper lateral and subjacent support for, and drainage for the Pipeline(s) and appurtenant facilities related to this Pipeline(s) project. In making such changes, Grantee shall comply with this Section.

11. Grantee shall use the Easements solely for the purposes specified in this Agreement. There shall be no hunting or fishing on the Easements or any of Grantor's lands by Grantee, its officers, agents, employees, contractors, invitees, guests or representatives at any time. No firearms or fishing equipment shall be taken on the Easements by Grantee, its officers, agents, employees, contractors, or representatives at any time.

12. This Agreement may be executed in several counterparts, each of which shall be an original of this Agreement but all of which, taken together, shall constitute one and the same Agreement and be binding upon the parties who executed any counterpart, regardless of whether it is executed by all parties named herein.

13. Grantee shall have the right to assign this Easement in whole or in part, in which event Grantor acknowledges and agrees that the assignee shall succeed to the rights and obligations of Grantee to the extent conveyed in such assignment.

14. This Agreement constitutes the entire agreement and supersedes any and all prior oral understandings and/or agreements, if any, concerning the subject of this Agreement. Grantor confirms and agrees that Grantor has been made no promise or agreement by Grantee or any agent of Grantee (which is not expressed or referenced specifically within the Agreement) in executing this Agreement, that Grantor is not relying upon any statement or representation of Grantee or any agent of Grantee and that Grantor's execution of this Agreement is free and voluntary; this Agreement may not be modified or amended except on or after the date hereof by a writing signed by the party against whom said modification or amendment is to be enforced and no party shall be liable or bound to any other party in any manner except as specifically set forth herein.

TO HAVE AND TO HOLD the rights, privileges and authority hereby granted unto the Grantee, its successors and assigns, forever, and Grantor does hereby agree to warrant and defend said Easements unto Grantee, its successors and assigns. This Agreement and all of its terms, provisions and obligations shall be covenants running with the land affected thereby and shall inure to the benefit of and be binding upon Grantor and Grantee and their respective heirs, executors, administrators, successors and assigns.

[Signature Pages to Follow]

EXECUTED this ____ day of _____ 2024.

GRANTOR:

City of Lockhart

By: _____

Name: Lew White

Title: Mayor

ACKNOWLEDGEMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

BEFORE ME, the undersigned authority, on this day personally appeared Lew White, Mayor of City of Lockhart, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and, in the capacity, therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____ 2024.

Notary Public in and for the State of Texas

(Print Name of Notary Public Here)

ACCEPTED:

GUADALUPE-BLANCO RIVER AUTHORITY

By: _____
Darrell Nichols
General Manager/CEO

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF COMAL §

BEFORE ME, the undersigned authority, on this day personally appeared Darrell Nichols, General Manager/CEO of the Guadalupe-Blanco River Authority, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and, in the capacity, therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____ 2024.

Notary Public in and for the State of Texas

(Print Name of Notary Public Here)

PLEASE RETURN RECORDED ORIGINAL TO:

**Guadalupe-Blanco River Authority
2225 E. Common St.
New Braunfels, Texas 78130**

ATTN: General Manager/CEO

EXHIBIT "A"

Parcel ER-02

0.3508 Acre Waterline Easement
James George Survey No. 7, Abstract No. 9
Caldwell County, Texas

DESCRIPTION FOR PARCEL ER-02

DESCRIPTION OF A 0.3508 OF ONE ACRE (15,283 SQUARE FOOT) EASEMENT, OUT OF THE JAMES GEORGE SURVEY NO. 7, ABSTRACT NO. 9, CALDWELL COUNTY, TEXAS, BEING A PORTION THAT TRACT DESCRIBED AS 8.807 ACRES CONVEYED TO THE CITY OF LOCKHART BY DEED DATED FEBRUARY 14, 1953, AS RECORDED IN VOLUME 249, PAGE 65, DEED RECORDS, CALDWELL COUNTY, TEXAS; SAID 0.3508 OF ONE ACRE (15,283 SQUARE FOOT) EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a fence post found at the southwest corner of this easement and said 8.807 acre City of Lockhart tract, being at an interior ell corner in the north line of that tract described as 49.781 acres conveyed to Ashley Hatcher by Executor's Deed, as recorded in Document No. 2023-004801, Official Public Records, Caldwell County, Texas, said POINT OF BEGINNING having Grid Coordinates of N=13,865,695.55, E=2,397,384.96;

- 1) THENCE, along the west line of this easement and said 8.807 acre City of Lockhart tract, and a north line of said 49.781 acre Ashley Hatcher tract, **North 20°17'55" East 509.88 feet** to a calculated point at the northwest corner of this easement and said City of Lockhart tract, being in the existing south right-of-way line of Old McMahan Road (County Road 208, varying width);
- 2) THENCE, along the north line of this easement and said 8.807 acre City of Lockhart tract, and the existing south right-of-way line of Old McMahan Road, **South 68°06'08" East 30.01 feet** to a calculated point at the northeast corner of this easement;
- 3) THENCE, along the east line of this easement, crossing said 8.807 acre City of Lockhart tract, **South 20°17'55" West 509.06 feet** to a calculated point at the southeast corner of this easement, being in the south line of said 8.807 acre City of Lockhart tract, and a north line of said 49.781 acre Ashley Hatcher tract, from which a fence post found at the southeast corner of said 8.807 acre City of Lockhart tract, being an interior ell corner in the north line of said 49.781 acre Ashley Hatcher tract, bears South 69°41'08" East 831.48 feet;

- 4) THENCE, along the south line of this easement and said 8.807 acre City of Lockhart tract, and a north line of said 49.781 acre Ashley Hatcher tract, **North 69°41'08" West 30.00 feet** to the POINT OF BEGINNING and containing 0.3508 of one acre (15,283 square feet) of land within these metes and bounds.

Bearing Basis Note

The bearings described herein are based on the Texas Coordinate System, South Central Zone (4204), NAD83 (2011) EPOCH 2010.00. The coordinates shown are grid coordinates.

SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.

3301 Hancock Dr., Ste. 6

Austin, TX 78731 (512) 451-8591

TBPELS Survey Firm# 10095500



01/12/2024

Chris Conrad, Reg. Professional Land Surveyor No. 5623

Date

Note: There is a plat to accompany this description.

M:\HDR~22-179~GBRA Texas 130\Description\ER-02~0.3508 Ac WLE-R2_KS

Issued 09/14/2023; Revised 11/16/2023; 01/12/2024

CCAD ID 33568

SKETCH TO ACCOMPANY DESCRIPTION
OF 0.3508 AC. OR 15,283 SQ. FT. OF LAND OUT OF
THE JAMES GEORGE SURVEY NO. 7, ABSTRACT NO. 9
LOCKHART, CALDWELL COUNTY, TEXAS

SCALE 1" = 100'

JAMES GEORGE
SURVEY NO. 7
ABSTRACT NO. 9

ASHLEY HATCHER
DOC. NO. 2023-004801
O.P.R.C.C.T.
(49.7821 ACRES)
AUGUST 1, 2023

CITY OF LOCKHART
WATERLINE EASEMENT CENTERLINE
VOL. 251, PG. 296, D.R.C.C.T.

LINE TABLE		
LINE#	BEARING	DISTANCE
L1	S68°06'08"E	30.01'
L2	N69°41'08"W	30.00'

P.O.B.
GRID COORDINATES
N=13,865,695.55
E=2,397,384.96

20' TEMPORARY
CONSTRUCTION EASEMENT
APPROX. 0.23 ACRE

CITY OF LOCKHART
VOL. 249, PG. 65
D.R.C.C.T.
(8.807 ACRES)
FEBRUARY 14, 1953

OLD MCMAHAN ROAD
(C.R. NO. 208)
(VARIABLE WIDTH R.O.W.)

ER-02
WLE
0.3508 AC. OR
15,283 SQ. FT.

LEGEND

-  FENCE POST FOUND
-  CALCULATED POINT
- O.P.R.C.C.T. OFFICIAL PUBLIC RECORDS
CALDWELL COUNTY, TEXAS
- D.R.C.C.T. DEED RECORDS
CALDWELL COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
-  PROPERTY LINE
- R.O.W. RIGHT OF WAY
- (.....) RECORD INFORMATION

NOTES:

- THIS PROJECT IS REFERENCED, FOR ALL BEARING AND COORDINATE BASIS, TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NORTH AMERICAN DATUM OF 1983 (2011) EPOCH 2010.00. COORDINATES SHOWN HEREON ARE GRID COORDINATES.
- THIS SURVEY WAS PERFORMED WITH THE BENEFIT OF A TITLE COMMITMENT PREPARED BY FIRST AMERICAN TITLE GUARANTY COMPANY FILE NO. 2247457-BUD, EFFECTIVE DATE SEPTEMBER 11, 2023.
- EXISTING EASEMENTS LISTED IN THE TITLE COMMITMENT SCHEDULE B, ITEM10, DO NOT AFFECT THE PROPOSED ACQUISITION EXCEPT AS SHOWN HEREON.

ASHLEY HATCHER
DOC. NO. 2023-004801
O.P.R.C.C.T.
(49.7821 ACRES)
AUGUST 1, 2023



Chris Conrad

01/12/2024

CHRIS CONRAD, REG. PROF. LAND SURVEYOR NO. 5623 DATE
Note: There is a description to accompany this plat.

REVISED: 01/12/2024
REVISED: 11/16/2023
ISSUED: 09/14/2023
PAGE 3 OF 3

CCAD ID 33568
SURVEYED BY:

McGRAY & McGRAY
LAND SURVEYORS, INC.

3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
MCGRAY.COM (512) 451-8591
TBPELS SURVEY FIRM #10095500

EXHIBIT "D"

CGSP-TX-130 Project
Tract #:NR-37
Caldwell County, Texas

NOTICE OF CONFIDENTIALITY RIGHTS. IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

PERMANENT EASEMENT AGREEMENT

This Permanent Easement Agreement (the "Agreement"), dated the ____ day of _____ 2024, is between **City of Lockhart, Texas**, whose mailing address is **PO Box 239, Lockhart, TX 78644-0239** (hereinafter referred to as "Grantor", whether one or more), and Guadalupe-Blanco River Authority, a conservation and reclamation district created under a series of acts compiled as Article 8280-106, Vernon's Annotated Texas Civil Statutes, as amended, pursuant to the provisions of Article 16, Section 59 of the Constitution of the State of Texas, with offices at physical address and mailing address for all correspondence to 2225 E. Common St., New Braunfels, Texas 78130, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND NO/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee a thirty foot (30') wide free and unobstructed permanent easement in order to install, construct, operate, use, repair, upgrade, relocate, remove and maintain pipelines (the "Pipeline(s), whether one or multiple"), and any appurtenant facilities in, over, through, across, under, and along land owned by the Grantor, as more particularly described in the survey and legal description attached hereto as Exhibit "A" and "B" ("the Permanent Easement").

Grantor does also hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee temporary workspace (and additional temporary workspace, if any), as more particularly described in Exhibit B attached hereto, in order to construct the Pipeline(s) and any appurtenant facilities in, over, through, across, under, and along the property (the "Temporary Construction Easement") (the "Permanent Easement" and "Temporary Construction Easement" are collectively referred to as the "Easements"). The term of the Temporary Construction Easement shall be for a period to extend to the earlier of twenty-four (24) months from the date of construction commencement or completion of the project in its entirety. All rights, duties and/or obligations arising by or under this Agreement shall only apply to the Temporary Construction Easement while same is in effect.

It is further agreed as follows:

1. The right to use the Easements shall belong to the Grantee and its agents, employees, designees, contractors, successors and assigns, and all those acting by or on behalf of it for the purposes of constructing, maintaining, operating, repairing, rebuilding, relocating, replacing, and removing the Pipeline(s) within the Permanent Easement, abandoning in place and removing at will, in whole or in part, the Pipeline(s), for the transportation of water, together with above- and below-ground appurtenances as may be necessary or desirable for the operation of the Pipeline(s), over, across, under and upon the Permanent Easement. Without limitation, Grantee shall have the right to

construct the following structures or devices within the Permanent Easement during and after completion of construction: manholes and its protective covers, pipeline drain valve assemblies, and/or air releases and vacuum valve assemblies and cut off valves in their protective casements and barriers as well as testing devices and corrosion prevention appliances and structures on the pipeline(s), meters, and vaults identifying the location of structures above and below the surface of the earth.

2. Grantee shall bury the Pipeline(s) to a minimum depth of thirty-six inches (36") below the surface of the ground.

3. Grantee shall have the right of ingress, egress, entry and access in, to, through, on, over, under, and across the Easements and where same intersect any public road or public right-of-way or other easement to which Grantee has the right to access and along any roads designated by Grantor, for any and all purposes necessary and/or incident to the exercise by the Grantee of the rights granted to it by this Agreement. Grantee shall promptly repair any damage to Grantor's roads caused by Grantee so as to maintain the roads in as good or better condition as existed prior to use by Grantee.

4. Grantee shall have the right to select the exact location of the Pipeline(s) within the Permanent Easement.

5. The consideration paid by Grantee in this Agreement shall be considered full compensation of the Easements, any and all damages to the Grantor's remaining property and for reasonably anticipated damages caused to the surface of Grantor's lands within the Easements during the initial construction of the Pipeline(s) and related facilities as well as damages related to future operation, use, repair, upgrading, relocation, removal and maintenance of the Pipeline(s).

6. Grantee shall have the right to remove any fence which now crosses or may cross the Easements during initial construction of the Pipeline(s), provided such fences are repaired to as good or better conditions than existed prior to construction. Grantee shall have the right to install gates in Grantor's fences, which cross or run parallel to the Easements and to maintain locks on said gates. Grantor may construct other fences across the Easements subject to Grantee retaining the right to construct gates in said fences and maintain locks for such fences consistent with requirements of Grantee. Grantor shall be allowed to install its own locks on Grantee gates so long as such locks do not interfere with Grantee's use of its locks.

7. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor may not use any part of the Easements if such use may damage, destroy, injure, and/or interfere with Grantee's use of the Easements for the purposes for which the Easements is being sought by Grantee. Grantor is not permitted to conduct any of the following activities on the Easements: (1) construct any temporary or permanent building, site improvements or stormwater detention ponds; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above- or below-ground obstruction that may interfere with the purposes for which this Agreement is being acquired may be placed, erected, installed or permitted upon the Easements without the written permission of Grantee; provided, however, Grantor may construct and maintain roads that cross the Permanent Easement provided that the roads cross the Permanent Easement at or near a

90-degree angle to the long sides of the Permanent Easement. Any such roads shall be constructed and maintained subject to the rights granted to the Grantee herein. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the Easements are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

8. Grantee has the right to mow the Permanent Easement and to trim or cut down or eliminate all trees or shrubbery, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with the operation of the Pipeline(s) and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the Pipeline(s) and appurtenant facilities. All trees, brush and other debris caused by construction shall be chipped and spread on the Permanent Easement or removed from the property.

9. Grantor shall retain all the oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill, mine, explore or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Grantee will, insofar as reasonably practicable, level, re-grade, and reseed the ground disturbed by Grantee's use of the Easements and will maintain the Easements clean of all litter and trash during periods of construction, operation, maintenance, repair or removal. All construction debris shall be cleaned up and removed from Grantor's lands upon completion of installation and construction of the Pipeline(s). Grantee may construct, maintain, change slopes of cuts and fills to ensure proper lateral and subjacent support for, and drainage for the Pipeline(s) and appurtenant facilities related to this Pipeline(s) project. In making such changes, Grantee shall comply with this Section.

11. Grantee shall use the Easements solely for the purposes specified in this Agreement. There shall be no hunting or fishing on the Easements or any of Grantor's lands by Grantee, its officers, agents, employees, contractors, invitees, guests or representatives at any time. No firearms or fishing equipment shall be taken on the Easements by Grantee, its officers, agents, employees, contractors, or representatives at any time.

12. Grantor may construct and/or dedicate utilities and grant and convey easements subject to the requirements herein, including but not limited to water, gas, electric, wastewater, telephone, cable, fiber optic, and drainage, within the Easements so long as such easements, utilities, and facilities do not interfere with Grantee's exercise of rights obtained herein. Any such facilities shall meet offset requirements consistent with industry, statutory, or regulatory standards. All such facilities must be constructed at or near a 90-degree angle to the long sides of the Easements and shall not be placed

within the Easements parallel to the Pipeline(s). Grantors, their successors, or assigns, or any third party seeking to install facilities within the Easements shall submit plans to Grantee for review and approval in advance of construction. Such approval shall not be unreasonably withheld, conditioned, or delayed. Grantee may require any third-party constructing facilities within the Easements to enter into an encroachment or similar agreement in advance of construction.

13. This Agreement may be executed in several counterparts, each of which shall be an original of this Agreement but all of which, taken together, shall constitute one and the same Agreement and be binding upon the parties who executed any counterpart, regardless of whether it is executed by all parties named herein.

14. Grantee shall have the right to assign these Easements in whole or in part, in which event Grantor acknowledges and agrees that the assignee shall succeed to the rights and obligations of Grantee to the extent conveyed in such assignment.

15. This Agreement constitutes the entire agreement and supersedes any and all prior oral understandings and/or agreements, if any, concerning the subject of this Agreement. Grantor confirms and agrees that Grantor has been made no promise or agreement by Grantee or any agent of Grantee (which is not expressed or referenced specifically within the Agreement) in executing this Agreement, that Grantor is not relying upon any statement or representation of Grantee or any agent of Grantee and that Grantor's execution of this Agreement is free and voluntary; this Agreement may not be modified or amended except on or after the date hereof by a writing signed by the party against whom said modification or amendment is to be enforced and no party shall be liable or bound to any other party in any manner except as specifically set forth herein.

TO HAVE AND TO HOLD the rights, privileges and authority hereby granted unto the Grantee, its successors and assigns, forever, and Grantor does hereby agree to warrant and defend said Easements unto Grantee, its successors and assigns. This Agreement and all of its terms, provisions and obligations shall be covenants running with the land affected thereby and shall inure to the benefit of and be binding upon Grantor and Grantee and their respective heirs, executors, administrators, successors and assigns.

[Signature Pages To Follow]

EXECUTED this ____ day of _____ 2024.

GRANTOR:

City of Lockhart, Texas

By: _____

Name: Lew White

Title: Mayor

ACKNOWLEDGEMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

BEFORE ME, the undersigned authority, on this day personally appeared Lew White, Mayor of City of Lockhart, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and, in the capacity, therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____ 2024.

Notary Public in and for the State of Texas

(Print Name of Notary Public Here)

ACCEPTED:

GUADALUPE-BLANCO RIVER AUTHORITY

By: _____
Darrell Nichols
General Manager/CEO

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF COMAL §

BEFORE ME, the undersigned authority, on this day personally appeared Darrell Nichols, General Manager/CEO of the Guadalupe-Blanco River Authority, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and, in the capacity, therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____ 2024.

Notary Public in and for the State of Texas

(Print Name of Notary Public Here)

PLEASE RETURN RECORDED ORIGINAL TO:

**Guadalupe-Blanco River Authority
2225 E. Common St.
New Braunfels, Texas 78130**

ATTN: General Manager/CEO

EXHIBIT "A"

Parcel NR-37

0.2593 Acre Waterline Easement
Cornelius Crenshaw Survey, Abstract No. 68
Caldwell County, Texas

DESCRIPTION FOR PARCEL NR-37

DESCRIPTION OF A 0.2593 OF ONE ACRE (11,297 SQUARE FOOT) EASEMENT OUT OF THE CORNELIUS CRENSHAW SURVEY, ABSTRACT NO. 68, CALDWELL COUNTY, TEXAS, BEING A PORTION OF LOT 1, BLOCK 1, SPILLMANN SUBDIVISION, A SUBDIVISION OF RECORD IN CABINET C, SLIDE 108, PLAT RECORDS, CALDWELL COUNTY, TEXAS, SAID LOT 1 CONVEYED TO CITY OF LOCKHART, TEXAS BY SPECIAL WARRANTY DEED DATED JUNE 19, 2018, AS RECORDED IN DOCUMENT NO. 2018-003421, OFFICIAL PUBLIC RECORDS, CALDWELL COUNTY, TEXAS; SAID 0.2593 OF ONE ACRE (11,297 SQUARE FOOT) EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8-inch iron rod with "Hinkel Surveyors" cap found at the southwest corner of said Lot 1 and said City of Lockhart tract, being the southeast corner of Lot 2, Block 1, in said Spillmann Subdivision, said Lot 2 conveyed to Spillmann Farms LLC by Special Warranty Deed, as recorded in Document No. 2023-002274, Official Public Records of Caldwell County, Texas, also being in the existing north right-of-way line and existing "Access Denial Line" of N. Cesar Chavez Parkway (SH 130, varying width right-of-way), said POINT OF BEGINNING having Grid Coordinates of N=13,877,206.37, E=2,378,954.30, from which a 5/8-inch iron rod with Texas Department of Transportation (TxDOT) aluminum cap found at the southwest corner of said Lot 2 and said Spillmann Farms tract, being in the existing north right-of-way line and existing "Access Denial Line" of N. Cesar Chavez Parkway, bears South 52°00'43" West 484.96 feet;

- 1) THENCE, along the west line of this easement, said Lot 1 and said City of Lockhart tract, and the east line of said Lot 2 and said Spillmann Farms tract, **North 37°59'15" West 294.21 feet** to a calculated point at the northwest corner of said Lot 1 and said City of Lockhart tract, being the northeast corner of said Lot 2 and said Spillmann Farms tract, also being in the south line of that tract described as 2.396 acres conveyed to Jackie Jeanice McCommas and Richard Joseph McCommas by General Warranty Deed, as recorded in Document No. 2016-004923, Official Public Records, Caldwell County, Texas;

- 2) THENCE, along the north line of this easement, said Lot 1 and said City of Lockhart tract, and the south line of said 2.396 acre McCommas tract, **North 79°32'15" East 17.15 feet** to a 5/8-inch iron rod found at the southeast corner of said 2.396 acre McCommas tract, being the southwest corner of that tract described as 4.516 acres conveyed to Gerald L. Clough and Kathleen H. Lewis by General Warranty Deed, as recorded in Volume 380, Page 215, Official Public Records of Real Property, Caldwell County, Texas;
- 3) THENCE, continuing along the north line of this easement, said Lot 1 and said City of Lockhart tract, and along the south line of said 4.516 acre Gerald L. Clough et al. tract, **North 79°28'25" East 16.67 feet** to a calculated point;

THENCE, along the east line of this easement, crossing said Lot 1 and said City of Lockhart tract, the following five (5) courses, numbered 4 through 8:

- 4) **South 37°59'15" East 97.23 feet** to a calculated point,
- 5) **North 51°51'25" East 90.23 feet** to a calculated point,
- 6) **South 37°50'34" East 30.00 feet** to a calculated point,
- 7) **South 51°51'25" West 90.16 feet** to a calculated point, and
- 8) **South 37°59'15" East 151.37 feet** to a calculated point in the south line of said Lot 1 and said City of Lockhart tract, being in the existing north right-of-way line and existing "Access Denial Line" of N. Cesar Chavez Parkway;

- 9) THENCE, along the south line of this easement, said Lot 1 and said City of Lockhart tract, and the existing north right-of-way line and existing "Access Denial Line" of N. Cesar Chavez Parkway, **South 52°00'43" West 30.00 feet** to the POINT OF BEGINNING and containing 0.2593 of one acre (11,297 square feet) of land within these metes and bounds.

Bearing Basis Note

The bearings described herein are based on the Texas Coordinate System, South Central Zone (4204), NAD83 (2011) EPOCH 2010.00. The coordinates shown are grid coordinates.

SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.

3301 Hancock Dr., Ste. 6

Austin, TX 78731 (512) 451-8591

TBPELS Survey Firm# 10095500



A handwritten signature in blue ink, appearing to read "Chris Conrad".

04/01/2024

Chris Conrad, Reg. Professional Land Surveyor No. 5623

Date

Note: There is a plat to accompany this description.

M:\HDR~22-179~GBRA Texas 130\Description\NR-37~0.2593 Ac WLE_KS

Issued 04/01/2024

CCAD ID 116631

"EXHIBIT B"

SKETCH TO ACCOMPANY DESCRIPTION OF 0.2593 AC. OR 11,297 SQ. FT. OF LAND OUT OF THE CORNELIUS CRENSHAW SURVEY, ABSTRACT NO. 68 LOCKHART, CALDWELL COUNTY, TEXAS

SCALE 1" = 100'

JACKIE JEANICE
MCCOMMAS
AND
RICHARD JOSEPH
MCCOMMAS
DOC NO. 2016-004923
O.P.R.C.C.T.
(2.396 ACRES)
JULY 18, 2016

GERALD L. CLOUGH
AND
KATHLEEN H. LEWIS
VOL. 380, PG. 215
O.P.R.R.P.C.C.T.
(4.516 ACRES)
MAY 4, 2004

CORNELIUS CRENSHAW
SURVEY
ABSTRACT NO. 68

20' TEMPORARY
CONSTRUCTION EASEMENT
APPROX. 0.33 OF AN ACRE

LOT 1
BLOCK 1
(1.916 ACRES)

POLOMA WATER SUPPLY
CORPORATION
20' WIDE WATERLINE EASEMENT
VOL. 604, PG. 328
O.P.R.R.P.C.C.T.

N. CESAR CHAVEZ PARKWAY
(S.H. 130)
(R.O.W. WIDTH VARIES)

SPILLMANN SUBDIVISION
CABINET C, SLIDE 108
P.R.C.C.T.

SPILLMANN FARMS LLC
DOC. NO. 2023-002274
O.P.R.C.C.T.
(LOT 2, BLOCK 1)
APRIL 11, 2023
P.R.C.C.T.

60'X60' WIDE
ACCESS EASEMENT
CABINET C,
SLIDE 108
P.R.C.C.T.

CITY OF LOCKHART, TEXAS
DOC. NO. 2018-003421
O.P.R.C.C.T.
(1.916 ACRES)
(LOT 1, BLOCK 1)
JUNE 19, 2018

P.O.B.
GRID COORDINATES
N=13,877,206.37
E=2,378,954.30

LINE TABLE

LINE#	BEARING	DISTANCE
L1	N79°32'15"E	17.15'
(L1)	(N79°32'49"E)	(16.78')
L2	N79°28'25"E	16.67'
L3	S37°59'15"E	97.23'
L4	N51°51'25"E	90.23'
L5	S37°50'34"E	30.00'
L6	S51°51'25"W	90.16'
L7	S37°59'15"E	151.37'
L8	S52°00'43"W	30.00'

LEGEND

- 5/8" IRON ROD CAP STAMPED "HINKLE SURVEYORS" FOUND
- 5/8" IRON ROD W/ TXDOT ALUMINUM CAP FOUND
- 5/8" IRON ROD FOUND
- △ CALCULATED POINT
- P.O.B. POINT OF BEGINNING
- ℙ PROPERTY LINE
- O.P.R.R.P.C.C.T. OFFICIAL PUBLIC RECORDS OF REAL PROPERTY CALDWELL COUNTY, TEXAS
- O.P.R.C.C.T. OFFICIAL PUBLIC RECORDS CALDWELL COUNTY, TEXAS
- P.R.C.C.T. PLAT RECORDS CALDWELL COUNTY, TEXAS
- VOL./PG. VOLUME/PAGE
- DOC. NO. DOCUMENT NUMBER
- — — — — PROPERTY BREAK LINE
- R.O.W. RIGHT OF WAY
- — — — — ACCESS DENIAL LINE (A.D.L.)

NOTES:

- THIS PROJECT IS REFERENCED, FOR ALL BEARING AND COORDINATE BASIS, TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NORTH AMERICAN DATUM OF 1983 (2011) EPOCH 2010.00. COORDINATES SHOWN HEREON ARE GRID COORDINATES.
- THIS SURVEY WAS PERFORMED WITH THE BENEFIT OF A TITLE COMMITMENT PREPARED BY FIRST AMERICAN TITLE GUARANTY COMPANY FILE NO. 2343060-BUD, EFFECTIVE DATE DECEMBER 7, 2023.
- EXISTING EASEMENTS LISTED IN THE TITLE COMMITMENT SCHEDULE B, ITEM 10 DO NOT AFFECT THE PROPOSED ACQUISITION EXCEPT AS SHOWN HEREON.

Chris Conrad



04/01/2024

CHRIS CONRAD, REG. PROF. LAND SURVEYOR NO. 5623 DATE
Note: There is a description to accompany this plat.

CCAD ID 116631

ISSUED: 04/01/2024

McGRAY & McGRAY
LAND SURVEYORS, INC.
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
MCGRAY.COM (512) 451-8591
TBPELS SURVEY FIRM #10095500

SCALE:	1" = 100'	
DATE:	04/01/2024	TECH: BLM
PROJECT:	22-179	FIELD: -
		SHEET: 4 OF 4

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: August 20, 2024

AGENDA ITEM CAPTION: Approve the Amended and Renewal of Interlocal Agreement (ILA) with Plum Creek Watershed Partnership and authorizing the City Manager to sign the document if approved.

ORIGINATING DEPARTMENT AND CONTACT: Public Works - Sean Kelley

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: The Plum Creek Partnership was created in 2006 and was established to restore and protect the waters of the Plum Creek. In 2011, the City along with other governmental agencies and utilities entered into an Interlocal Agreement regarding the partnership, which was renewed April 18, 2023.

The Amended and Renewal Interlocal Agreement establishes the primary responsibilities and tasks of the Plum Creek Watershed Coordinator, found in Attachments A & B. The agreement also sets forth the annual financial commitment for each entity based on population and square miles. The City's annual commitment remains the same as last year at \$2,686.00. The terms of the agreement is for (1) one year and will automatically renew each year.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required: \$2,686.00

Account Number: 275-5199-299-00

Funds Available:

Account Name: Other Contracts and Services

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION: July 2011- Entered ILA with Plum Creek Partnership
December 2015- Approved ILA Renewal
December 2017- Approved ILA Renewal
June 2023- Approved ILA Renewal

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff respectfully recommends approval of ILA to continue participation in the Plum Creek Watershed Protection Plan.

City of Lockhart, Texas

Council Agenda Item

Cover Sheet

LIST OF SUPPORTING DOCUMENTS: 2024 PLUM CREEK INTERLOCAL AGREEMENT
AMENDMENT

**INTERLOCAL AGREEMENT AMENDMENT AMONG
HAYS COUNTY, CALDWELL COUNTY, CITY OF LULING, CITY OF KYLE,
CITY OF BUDA, CITY OF LOCKHART, CITY OF UHLAND,
GUADALUPE-BLANCO RIVER AUTHORITY, PLUM CREEK CONSERVATION DISTRICT,
AQUA WATER SUPPLY CORPORATION, CALDWELL-TRAVIS SOIL AND WATER
CONSERVATION DISTRICT #304, AND HAYS COUNTY SOIL AND WATER
CONSERVATION DISTRICT #351, REGARDING IMPLEMENTATION OF THE PLUM CREEK
WATERSHED PROTECTION PLAN**

This Interlocal Agreement Amendment (“Amendment”) is made and entered into, effective the ____ day of _____, 2024 (“Effective Date”) by and among Hays County, Texas (“Hays County”); Caldwell County, Texas (“Caldwell County”); City of Luling (“Luling”); City of Kyle (“Kyle”); City of Buda (“Buda”); City of Lockhart (“Lockhart”); City of Uhland (“Uhland”); Guadalupe-Blanco River Authority (“GBRA”); Plum Creek Conservation District (“PCCD”); Aqua Water Supply Corporation (“Aqua Water”); Caldwell-Travis Soil and Water Conservation District #304 (“Caldwell-Travis SWCD”); and Hays County Soil and Water Conservation District #351 (“Hays County SWCD”); jointly known as the “Financing Parties.” This Amendment is entered into by the Financing Parties pursuant to the authority granted and in compliance with the provisions of the “Interlocal Cooperation Act,” as amended, Chapter 791, Texas Government Code. This Amendment is intended to further the purpose of the Interlocal Cooperation Act, which is to increase the efficiency and effectiveness of local governments.

WHEREAS in 2006, the Plum Creek Watershed Partnership (“PCWP”) was established to restore and protect the water quality in Plum Creek, a tributary of the San Marcos River in the Guadalupe River Basin of Texas, and each Financing Party named above has representatives on the PCWP Steering Committee that is described in and operates under the PCWP Ground Rules originally dated May 5, 2006 and updated in 2023 (“Ground Rules”), throughout that time; and

WHEREAS since that time several million dollars have been dedicated to the development and implementation of the highly recognized Plum Creek Watershed Protection Plan (“WPP”); and

WHEREAS the Plum Creek WPP is a roadmap to restore water quality in Plum Creek and includes recommendations on data collection and water quality monitoring, implementation of best management practices to address pollution from agriculture and urban sources, and outreach and education; and

WHEREAS the Plum Creek WPP satisfies the U.S. Environmental Protection Agency’s (“EPA”) guidelines and expectations for a WPP; and

WHEREAS the Plum Creek Watershed Coordinator (“PCWP Watershed Coordinator”), through an existing grant from the Texas State Soil and Water Conservation Board (“TSSWCB”), EPA, and the Financing Parties, payable and available to the PCWP Watershed Coordinator, facilitates the PCWP; secures additional funding through writing grants; tracks the progress of implementing the Plum Creek WPP; and reports water quality trends resulting from implementation of the Plum Creek WPP; and

WHEREAS on July 11, 2011, the Financing Parties entered into the Interlocal Agreement Among Hays County, Caldwell County, Luling, Kyle, Buda, Lockhart, Uhland, GBRA, PCCD, Aqua Water, Caldwell-

Travis SWCD, and Hays County SWCD for the protection of the Plum Creek Watershed (“Interlocal Agreement”); and

WHEREAS on June 7, 2023, the Financing Parties entered into the Amendment and Renewal of the Interlocal Agreement Among Hays County, Caldwell County, Luling, Kyle, Buda, Lockhart, Uhland, GBRA, PCCD, Aqua Water, Caldwell-Travis SWCD, and Hays County SWCD, regarding implementation of the Plum Creek Watershed Protection Plan (“Renewal and Extension”); and

WHEREAS, GBRA and the other parties now intend to classify the PCWP Watershed Coordinator as an employee of GBRA. GBRA will provide health and retirement benefits via its annual budget and the existing grants and interlocal funding will provide annual compensation; and,

WHEREAS the Financing Parties desire to ensure continued implementation of the Plum Creek WPP;

NOW THEREFORE, the Financing Parties have mutually agreed to amend the Interlocal Agreement and to proceed as follows:

ARTICLE I PCWP WATERSHED COORDINATOR

The Financing Parties agree to continue their support for the funding of a PCWP Watershed Coordinator for implementation of the Plum Creek WPP. Such program will continue to be the responsibility of the PCWP.

ARTICLE II MANAGING PARTNER

GBRA was designated as Managing Partner by the PCWP Steering Committee, following the execution of the Interlocal Agreement in 2011, and will continue to serve in this role. The Managing Partner will be responsible for updating the job description and responsibilities of the PCWP Watershed Coordinator, as needed, with input from the PCWP Steering Committee when requested by GBRA. The PCWP Steering Committee will continue to follow the Ground Rules.

The Managing Partner will employ the PCWP Watershed Coordinator. The Managing Partner will hire any subsequent PCWP Watershed Coordinators in the event that the position becomes vacant. The PCWP Watershed Coordinator will be housed at the GBRA office located in Seguin, Texas..

ARTICLE III PLUM CREEK WATERSHED COORDINATOR

The primary responsibilities of the PCWP Watershed Coordinator are stated and listed in Attachment A to this Amendment. Additionally, various other tasks of the PCWP Watershed Coordinator are stated and listed on Attachment B.

ARTICLE IV FUNDING

Any payments made by or financial obligations of any Financing Party relating to this Amendment shall be made from current revenues available to the Financing Party and shall be made to the Managing Partner. The Managing Partner is authorized to deposit all funds received from Financing Partners pursuant to this Amendment in applicable bank accounts and is authorized to spend such funds to implement this Amendment in accordance with the approved budget. The Financing Parties agree that the estimated annual budget balance, not including a grant reward, is approximately \$48,000.00 with said amount being allocated among several Financing Parties in accordance with Attachment C to this Amendment.

The Financing Parties further agree that other opportunities for funding shall be actively pursued by the PCWP Steering Committee, the Managing Partner, and PCWP Watershed Coordinator throughout the term of this Amendment. Other sources of funding which shall be pursued include, but are not limited to, federal, state, non-profit, non-government affiliated private or public grants, and other state and federal funding opportunities.

ARTICLE V STATISTICS AND DOCUMENTS

The Managing Partner shall properly, accurately, and completely maintain all documents, papers, records, and other evidence regarding implementation of this Amendment. To further the purpose of cooperative administration of the activities described within this Amendment, the Managing Partner agrees, if requested, to make documents and record materials associated with expenditures under this Amendment available to each Financing Party, upon reasonable notice, and as often as each Financing Party may require for purpose of inspection, examination, and/or copying of same.

The Managing Partner shall maintain and retain a complete set of any and all documents, papers, records, and other evidence produced as a result of this Amendment and ensure that this Amendment is publicly available in the form of a PDF version of this Amendment on the PCWP website. If necessary, a reproduction of a document may be submitted and it shall be so marked.

ARTICLE VI DISPUTES

The Financing Parties agree to use due diligence to cooperate and communicate with each other to resolve any and all disputes which may arise under this Amendment. The Financing Parties agree that before they exercise the termination rights described in Article VIII, they will attempt to resolve the dispute and will allow the non-disputing Financing Parties the opportunity to cure the alleged dispute. In the event they are unable to do so, the Financing Parties agree to mediate the dispute prior to exercising their termination rights.

ARTICLE VII TERM

This Amendment shall be effective on the date the last of the Financing Parties signs this Agreement (the "Effective Date") with the financing obligation described commencing for a period of one year beginning on the Effective Date. The term of this Amendment shall be automatically renewed each year for the duration

of the federal grant funding provided through the TSSWCB, unless terminated earlier, as provided in Article VIII or amended as provided in Article IX.

ARTICLE VIII TERMINATION

Termination of this Amendment shall coincide with the termination of federal grant funding provided through the TSSWCB and EPA. In the event a Financing Party to this Amendment determines it is in the best interest of that Financing Party to withdraw from this Amendment, the Financing Party may withdraw by giving written notice of such intent to the remaining Financing Parties at the addresses provided in Section X of this Amendment no later than May 31 of the calendar year.

The withdrawing Financing Party shall cooperate with the remaining Financing Parties to achieve a proper transition time period to allow the remaining Financing Parties to restructure the contributions provided by the remaining Financing Parties. The withdrawing Financing Party shall remain liable for such Financing Party's allocated share of the budget for and including the entire PCWP fiscal year prior to such Financing Party's withdrawal.

ARTICLE IX AMENDMENT

No amendment, modification, or alteration of the terms of this Amendment shall be binding unless it is in writing, dated subsequent to the date hereof, and be agreed to and duly executed by each of the Financing Parties after official action by each of the respective governing bodies of the Financing Parties.

ARTICLE X NOTICES

Notices to any Financing Party required or appropriate under this Amendment shall be deemed sufficient if in writing and mailed to the following addresses, USPS postage prepaid.

To Hays County. Notices to Hays County shall be addressed to:

Hays County Judge
Hays County
111 East San Antonio Street, Suite 300
San Marcos, TX 78666

and to such other addresses as may hereafter be designated in writing by the Hays County Judge.

To Caldwell County. Notices to Caldwell County shall be addressed to:

Caldwell County Judge
Caldwell County
110 South Main Street
Lockhart, TX 78644

and to other such addresses as may herein be designated in writing by the Caldwell County Judge.

To Luling. Notices to Luling shall be addressed to:

City Manager
City of Luling
509 East Crockett
Luling, TX 78648

and to other such addresses as may herein be designated in writing by the City Manager of Luling.

To Kyle. Notices to Kyle shall be addressed to:

City Manager
City of Kyle
100 West Center Street
Kyle, TX 78640

and to other such addresses as may herein be designated in writing by the City Manager of Kyle.

To Buda. Notices to Buda shall be addressed to:

City Manager
City of Buda
405 E. Loop Street, Building 100
Buda, TX 78610

and to other such addresses as may herein be designated in writing by the City Manager of Buda.

To Lockhart. Notices to Lockhart shall be addressed to:

City Manager
City of Lockhart
P.O. Box 239
Lockhart, TX 78644

and to other such addresses as may herein be designated in writing by the City Manager of Lockhart.

To Uhland. Notices to Uhland shall be addressed to:

City Secretary
City of Uhland
15 N. Old Spanish Trail
Uhland, TX 78640

and to other such addresses as may herein be designated in writing by the City Secretary of Uhland.

To GBRA. Notices to GBRA shall be addressed to:

General Manager
Guadalupe-Blanco River Authority
2225 E. Common St.
New Braunfels, TX 78130

and to such other addresses as may herein be designated in writing by the General Manager of GBRA.

To Plum Creek Conservation District. Notices to Plum Creek Conservation District shall be addressed to:

Executive Manager
Plum Creek Conservation District
1101 W. San Antonio Street
Lockhart, TX 78644

To Aqua Water Supply Corporation. Notices to Aqua Water Supply Corporation shall be addressed to:

General Manager
Aqua WSC
415 Old Austin Hwy
Drawer P
Bastrop, TX 78602

To Caldwell-Travis SWCD. Notices to Caldwell-Travis SWCD shall be addressed to:

Chairman
Caldwell-Travis SWCD #304
111 E Martin Luther King Jr Industrial Blvd, Suite B
Lockhart, TX 78644

and to other such addresses as may herein be designated in writing by the Chairman of Caldwell-Travis SWCD.

To Hays County SWCD. Notices to Hays County SWCD shall be addressed to:

Chairman
Hays County SWCD #351
326 Cheatham Street
San Marcos, TX 78666-6912

and to other such addresses as may herein be designated in writing by the Chairman of Hays County SWCD.

ARTICLE XI RELATIONSHIP OF FINANCING PARTIES

Nothing contained herein shall be deemed or construed by the Financing Parties, or by any third party, as creating the relationship of principal and agent, joint venture, or any other similar relationship among the Financing Parties. It is understood and agreed that no provisions contained herein nor any acts of the Financing Parties hereto create a relationship among the Financing Parties other than that of independent contractor. In keeping with the provision of its services as an independent contractor, each Financing Party shall be responsible for its respective acts or omissions. No Financing Party has the authority to bind the other Financing Parties or to hold out to third parties that it has the authority to bind the other Financing Parties separately or collectively.

ARTICLE XII APPLICABLE LAW

This Amendment shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the Financing Parties created hereunder are performable in the counties of Guadalupe, Hays, Travis, or Caldwell, Texas.

ARTICLE XIII LEGAL CONSTRUCTION

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

ARTICLE XIV COMPLIANCE WITH LAWS AND ORDINANCES

The Financing Parties hereby agree to comply with all federal, state, and local laws and ordinances applicable to the work or services to be performed under this Amendment. The Financing Parties acknowledge that they are each subject to the Texas Public Information Act and the exceptions stated in such Act.

ARTICLE XV PARTIES BOUND

This Amendment shall be binding upon and inure only to the benefit of the Financing Parties hereto and their respective successors and assigns where permitted by this Amendment.

ARTICLE XVI DEFINITIONS

The “Financing Parties” means the entities that have executed this Amendment in their separate capacities.

The “Plum Creek Watershed Partnership” or “PCWP” means an unincorporated entity operating under the “PCWP Ground Rules.”

The “PCWP Steering Committee” is the group of individuals listed in the Ground Rules document, that directs the actions of the “Plum Creek Watershed Partnership” in accordance with the “PCWP Ground Rules” and with the terms of this Amendment.

The “Managing Partner” is the person or entity selected by the PCWP Steering Committee to be, and operates as, the managing partner of the PCWP and has the duties and responsibilities described in both the “PCWP Ground Rules” and in this Amendment.

In Witness Whereof, the Financing Parties have executed in multiple originals, each of which shall have the full force and effect of an original, this Amendment.

Hays County

By: _____

Date: _____

Caldwell County

By: _____

Date: _____

City of Luling

By: _____

Date: _____

City of Kyle

By: _____

Date: _____

City of Buda

By: _____

Date: _____

City of Lockhart

By: _____

Date: _____

City of Umland

By: _____

Date: _____

Guadalupe-Blanco River Authority

By: _____

Date: _____

Plum Creek Conservation District

By: _____

Date: _____

Aqua Water Supply Corporation

By: _____

Date: _____

Caldwell-Travis SWCD #304

By: _____

Date: _____

Hays County SWCD #351

By: _____

Date: _____

ATTACHMENT A
PRIMARY RESPONSIBILITIES OF PLUM CREEK WATERSHED COORDINATOR

- Work with counties, cities, local boards and businesses to implement management measures identified in the Plum Creek WPP to improve water quality and develop funding mechanisms for putting them in place.
- Work with state and federal agencies and organizations, as appropriate, to bring technical and financial resources to the watershed.
- Pursue external funding to reduce or cover costs for the project (salary and operating).
- Track and document implementation efforts to assess progress toward established goals in the WPP.
- Evaluate water quality data to monitor progress and determine the need for new approaches.
- Coordinate and conduct water resources and related environmental outreach education efforts across the watershed, including organizing training programs and participating in local community clean-up events.
- Develop publications (e.g., newspaper, newsletter, factsheets), and website content to promote and communicate watershed efforts.
- Conduct regular stakeholder meetings, including PCWP Steering Committee and Work Group, throughout the watershed to gather and incorporate local input and encourage citizen participation.
- Provide Counties, Cities and other partners with regular updates on progress, and seek their input and recommendations on needed activities.

ATTACHMENT B PLUM CREEK WATERSHED COORDINATOR TASKS

Agriculture

- Coordinate with Soil and Water Conservation District Technician
- Secure funding to support financial incentive programs
- Organize, promote and participate in Texas AgriLife Extension Service education workshops and training events
- Develop and deliver educational programs on agriculture nonpoint source best management practices
- Develop and disseminate factsheets and other education materials (e.g., videos, slide sets) to promote adoption and proper management of best management practices
- Facilitate soil and water testing campaigns; conduct interpretive educational events
- Coordinate development of grant proposals
- Monitor and report progress of conservation practice program implementation
- Identify and implement innovative strategies to facilitate practice adoption and sustained management

Feral Hogs

- Coordinate with Wildlife Extension Feral Hog Education Specialist
- Monitor and facilitate citizen use of the online reporting system to track feral hogs sightings and damage
- Facilitate delivery of updates on progress to County officials and other stakeholders
- Deliver education programs at workshops and other events
- Facilitate and assist with development and distribution of educational resources (e.g., factsheets, videos, etc.)
- Coordinate with Texas Wildlife Services to facilitate hog control efforts
- Monitor and report progress of feral hog programs and identify proactive strategies

Urban Stormwater

- Work with city officials to identify programs and projects to mitigate stormwater nonpoint source
- Assist cities with development of grant proposals
- Assist city personnel with existing TCEQ CWA §319(h) nonpoint source projects in Kyle and Lockhart
- Facilitate stormwater management practice demonstrations
- Secure, develop and/or assist with the preparation and distribution of educational resources including factsheets, videos, slide sets, etc.
- Coordinate Sports Athletic Field Education (SAFE) workshops
- Coordinate community cleanup events and participate in environmental fairs in Kyle, Lockhart, and Luling

- Facilitate pet waste management outreach
- Monitor and report progress of urban nonpoint source programs and identify proactive strategies

Wastewater

- Coordinate septic system management workshops for homeowners and installer/ maintenance providers
- Assist cities and counties with Texas Water Development Board applications for wastewater infrastructure projects; including State Revolving Fund
- Facilitate fats, oils, and grease (FOG) workshops
- Interact with wastewater treatment facilities (WWTFs) to pursue voluntary permit upgrades
- Promote and assist with research efforts to determine and mitigate contributions from WWTF
- Pursue implementation of an unannounced inspection program for WWTFs
- Assist counties with expansion of inspection/enforcement programs for septic systems
- Develop and deliver educational resources and programs regarding the need for and methods of septic system management

General Partnership Duties

- Coordinate and conduct quarterly PCWP Steering Committee meetings and Work Group meetings as needed
- Actively promote widespread awareness and involvement in project implementation by stakeholders across the watershed
- Conduct regular communication with the PCWP and respond to stakeholder questions and concerns
- Facilitate communication and coordination among team members from all agencies and organizations
- Identify funding opportunities and develop and submit grant proposals to support implementation
- Perform quarterly analysis of targeted and routine water quality monitoring data
- Track management practice implementation across the watershed, both as a result of the project and external efforts
- Manage implementation grants; generate quarterly progress reports for grants and other funding sources
- Prepare the biennial update of the Plum Creek WPP including progress in implementation and needed modifications to goals and milestones
- Produce and distribute publications highlighting watershed implementation activities and specific best management practices
- Produce and distribute a quarterly newsletter
- Manage and update PCWP website content
- Manage and update Facebook site and Instagram page

- Produce and distribute press releases regarding key issues, programs and project efforts in the watershed
- Provide radio interviews regarding watershed developments; pursue a weekly radio program to discuss project efforts and public action
- Provide regular updates to city councils, county commissioner's courts, PCCD, soil and water conservation districts, TSSWCB, TCEQ, and other partner agencies, groups and organizations
- Develop material for inclusion in the TCEQ-TSSWCB Annual Report on Managing NPS Pollution in Texas and the GBRA CRP Basin Highlights Report and Basin Summary Report
- Facilitate adoption of appropriate city and county ordinances
- Perform advisory role in Central Texas Green Printing, regional water and wastewater studies, and other regional planning efforts on behalf of the PCWP
- Interact with ongoing local school water quality monitoring projects
- Participate in annual community events and festivals (Luling Foundation Field Day, Great Texas River Cleanup, Luling Watermelon Thump, etc.) to promote citizen interaction to implement the WPP
- Facilitate special household hazardous waste and agricultural waste pesticide collection events
- Facilitate ongoing illegal dumping management programs
- Coordinate periodic tours/field days in the watershed for stakeholders and agency partners to demonstrate project efforts
- Pursue opportunities for increased public awareness including roadway signs, billboards, special events, etc.

ATTACHMENT C
FINANCING PARTIES ANNUAL COST BREAKDOWN

Entities	Total
Caldwell County*	\$6,000.00
Hays County	\$2,698.00
Kyle	\$5,148.00
Lockhart	\$2,686.00
Luling	\$1,017.00
Buda	\$1,391.00
GBRA	\$15,241.00
PCCD	\$12,287.00
Uhland	\$116.00
Aqua Water	\$1,416.00
Total	\$48,000.00

*In-kind contribution

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: August 20, 2024

AGENDA ITEM CAPTION: Approve Interlocal Agreement between Texas Municipal League Intergovernmental Risk Pool and the City of Lockhart for Cyber Liability and Data Breach Response Coverage.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Joseph Resendez

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: The City is a member of the Texas Municipal League Intergovernmental Risk Pool (TMLIRP) to provide insurance for liability, property, errors and omissions, and other claims and coverage, including cyber liability and data breach response coverage.

In 2016, TMLIRP began offering cyber liability coverage to all members. Since that time, cyber crimes have exponentially increased in both frequency and severity. Future cybercriminal activity is impossible to predict, which means neither the TMLIRP nor any other insurer can rely on past patterns and trends to predict future losses. The Board of Trustees recently approved the Pool's formation of a new Cyber Fund and updated cyber liability and data breach response coverage, effective October 1, 2024. Each member of TMLIRP, including the City, must approve a new, separate interlocal agreement (ILA) to join the new Cyber Fund.

TMLIRP's cyber liability and data breach response coverage includes the following:

- Breach Response - which includes access to computer experts, public relations specialists, attorneys, negotiators, and others with experience responding to cyberattacks.
- Network Business Interruption - which can help cover the loss of income and extra expenses (for a limited period) caused by a cyberattack.
- Cyber Extortion - which can help with ransom payments to recover data.
- Data Recovery Costs - which can help with costs to restore data that was damaged, corrupted, and/or deleted.
- Fraud Protection - which can help (if certain conditions are met) with costs related to - for example - when an employee is tricked into sending money to a cybercriminal.

Currently, the City has Core+ Cyber Coverage, the highest coverage offered by TMLIRP. Staff recommends maintaining this level of coverage with the approval of the Cyber Fund ILA. To date, the City has not reported any cyber-related claims to TMLIRP.

PROJECT SCHEDULE (if applicable):

City of Lockhart, Texas

Council Agenda Item Cover Sheet

AMOUNT & SOURCE OF FUNDING:

Funds Required: \$1,250

Account Number: 100-5799-206-00

Funds Available: \$248

Account Name: Insurance

FISCAL NOTE (if applicable): The current year contribution for cyber liability coverage is \$248. To maintain the Core+ Cyber Coverage, the highest coverage offered by TMLIRP, the 2024-25 annual contribution will be \$1,250.

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends approval of the Interlocal Agreement with TMLIRP to opt-in to the newly created Cyber Fund beginning October 1, 2024.

LIST OF SUPPORTING DOCUMENTS: TML Risk Pool - ILA Cyber Fund



WORKERS' COMPENSATION • PROPERTY • LIABILITY

CRITICAL ALERT:
Cyber Liability and Data Breach Response Coverage

DATE: June 7, 2024
TO: All Members with Core + (Band 1) Cyber Coverage
RE: 2024-2025 *Cyber Liability and Data Breach Response Coverage* Updates

Dear Valued Member:

Since 2016, when the TML Risk Pool first began offering *Cyber Liability and Data Breach Response Coverage ("Cyber Coverage")*, cyber claims have exponentially increased in both frequency and severity.

Future cybercriminal activity is impossible to predict, which means neither the Pool nor any other insurer can rely on past patterns and trends to predict future losses. That's why the Board of Trustees recently created a new Cyber Fund and approved changes to the Pool's Coverage structure, effective on October 1, 2024. *Members must elect to continue coverage or "opt-in" by completing and returning the Cyber Interlocal Agreement to participate in the newly-created Cyber Fund.*

MEMBERS THAT DON'T FOLLOW THE OPT-IN PROCEDURES WILL LOSE THEIR EXISTING CYBER COVERAGE EFFECTIVE AT MIDNIGHT ON SEPTEMBER 30, 2024.

Included in this packet are:

1. A two-page flyer explaining the updated Cyber Coverage and why the Pool made certain adjustments to ensure the viability of the program.
2. A **Limits Page** for the updated Cyber Coverage and a link to the updated Cyber Coverage Document, which shows the contribution increases and available limits.
3. A new, separate **Interlocal Agreement (contract)** to join the Pool's new Cyber Fund.

Please review the above information.

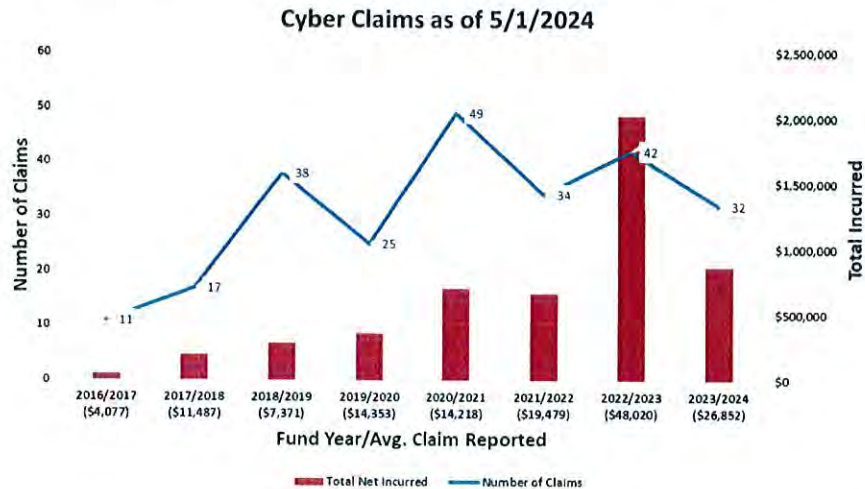
If your entity wishes to continue Cyber Coverage, simply review, complete and sign, and return the completed Cyber Fund Interlocal Agreement as soon as possible but no later than September 30, 2024. (Each Member must follow their own statutory and local policies related to contract approval prior to signing.) You can either scan and return the completed and signed agreement by email to underwriting@tmlirp.org or mail or ship it to Cyber Coverage, c/o TML Intergovernmental Risk Pool, P.O. Box 149194, Austin, Texas 78714. To change the Core or Core+ limit selection, simply include that request with the Interlocal Agreement. An executed copy of the agreement will be returned to you.

REMEMBER – THE INTERLOCAL AGREEMENT MUST BE RETURNED BY SEPTEMBER 30, 2024, IN ORDER FOR COVERAGE TO CONTINUE.

CRITICAL ALERT: The Pool's NEW Cybersecurity Fund

Introduction

In 2016, the Pool recognized its Members' growing cyber liability exposure. Starting that year, complimentary coverage was provided to all Members with either General Liability or Real & Personal Property Coverage. Later, as the exposure increased, the Pool began charging a minimal amount for the coverage. As shown by the chart below, cyber claims have exponentially increased in both frequency and severity since that time.



Future cybercriminal activity is impossible to predict, which means neither the Pool nor any other insurer can rely on past patterns and trends to predict future losses. That's why the Board of Trustees recently approved the Pool's formation of a new Cyber Fund and updated *Cyber Liability and Data Breach Response Coverage* ("Cyber Coverage"), effective October 1, 2024, for those Members who opt-in and sign the **Cyber Liability Interlocal Agreement**. Read on for details.

Of course, nothing can cover every possible scenario. That's why each Member *must* take steps to protect themselves, and we can help you do so (regardless of whether you choose our cyber coverage). **Most cyberattacks are preventable, and local officials should implement basic policies, train on them, and follow them.** (See the final section below on loss prevention to learn more.)

The New Cyber Fund – Ensuring the Viability of the Pool's Cyber Coverage

Cyberattacks are becoming more common, more sophisticated, and more expensive. In fact, the Pool's cyber claims have increased exponentially since 2016. Right now, if every Member of the Pool was hit by a coordinated attack, the Pool's *total exposure is in the billions of dollars*. Thankfully, that hasn't happened. But the Pool is updating its Cyber Coverage to ensure that it never does.

The following is a brief overview of the changes:

- The Pool is creating a **separate Cyber Fund** – each Member that wants to continue coverage **must sign a new, separate interlocal agreement (contract) to join the Fund**.
- The Pool's **total annual payout** for cyber claims will be **capped at \$25 million** – should criminals execute a widespread attack, the Pool's Board of Trustees would decide how to allocate those funds.
- The limit for third party liability has been reduced to **\$500,000 or \$1,000,000**, depending on whether Core or Core+ option is selected.
- **Cyber coverage contributions (premiums) will increase** based on a Member's elected limits. The new contribution ranges from \$1,000 to \$1,850 depending on Member type and coverage level (unless a Member chooses a different coverage level, the current level will roll over). Suggestion: Coverage will be renewed at the current elected limit.

The Coverage: What You Get

Some of the worst news a local official can receive is that they have fallen victim to a cyberattack. Whether criminals lock up your data and ask you for a ransom to restore it, they trick you into sending money to a fraudulent account and steal it, or whatever the form of an attack, the Pool's coverage provides, among other things:

- **Breach response**, which includes access to computer experts, public relations specialists, attorneys, negotiators, and others with experience responding to cyberattacks – these experts help you lessen the damage from an attack.
- **Network business interruption**, which can help cover the loss of income and extra expenses (for a limited period) caused by an attack.
- **Cyber extortion**, which can help with ransom payments to recover data.
- **Data recovery costs**, which can help with costs to restore data that was damaged, corrupted, and/or deleted.
- **Fraud protection**, which can help (if certain conditions are met) with costs related to – for example – when an employee is tricked into sending money to a cybercriminal.

The above provides only a very basic overview of the coverage. Every claim is unique, and reading the above isn't a substitute for carefully reviewing the terms of the new interlocal agreement and coverage document. Please refer to the enclosed outline of the coverages, limit, and sublimit.

What You Need to Do to Continue Coverage

To continue coverage, simply review, complete and sign, and return the Cyber Fund Interlocal Agreement. (Each Member **must follow their own statutory and local policies related to contract approval prior to signing.**) To change the Core or Core+ limit selection, simply include that request with the Interlocal Agreement.

As part of this process, we encourage you to review the 2024-2025 Cyber Liability and Data Breach Response Coverage Document that is stored on the Pool's Member Portal, which you can access from the Pool's website at www.tmlirp.org.

That's it! You'll be billed later for the costs of all your coverages, including the cyber coverage.

REMEMBER – THE INTERLOCAL AGREEMENT MUST BE RETURNED BY SEPTEMBER 30, 2024, IN ORDER FOR COVERAGE TO CONTINUE.

Risk Management and Loss Prevention

As mentioned above, the best way to deal with a cyberattack is to avoid it altogether. The Pool has a dedicated Cyber Risk Services Manager – Ryan Burns (rburns@tmlirp.org) – who can assist any Member with loss prevention, including individual review of Member exposures and transfer of risk via contracts provisions, loss prevention efforts, appropriate coverage, and more.

Additional Resources

The Pool provides prevention education in various ways. The easiest to access are short podcast episodes and YouTube videos. For example, any local official who wants to know just how painful a cyberattack can be should listen to Episode 9c of the "Local Officials: *Stronger, Together* Podcast."

In the eye-opening episode, Scott interviews City of Tomball Assistant City Manager Jessica Rogers. Cyber-criminals hacked Tomball at the end of 2022, and the city is still — one year later — dealing with the aftermath. In this episode — which should be required listening for every city official in Texas (and beyond) — Jessica explains exactly what it's like to have essentially every computer system go down, including 9-1-1 dispatch, utility metering and billing, permitting, and everything in between. She also describes the long road to getting everything up and running. Don't miss our chance to learn from this chill-inducing story. (To listen, go to www.tmlirp.org, click on the "STP Podcast" link at the top of the page, and scroll down to Episode 9c.)

LIMIT PAGE

Your entity currently has **Core + Cyber Coverage** with the Pool. The following is an abbreviated description of the Core and Core+ limit structure beginning October 1, 2024. The Coverage Document can be accessed at <https://members.tmlirp.org/downloads> (this link will ask you to log into the Member Portal for access).

*A limit of \$25,000,000 is shared by all **Members** for aggregate losses occurring within the Fund Year as defined in the Cyber Liability and Data Breach Response Interlocal Agreement.*

	Core	Core+
Tower 1 - Limit of Liability*	\$500,000	\$1,000,000
Data & Network and Media Liability Aggregate Limit of Liability	\$500,000	\$1,000,000
Retention	\$0	\$0
Tower 2 - Limit of Liability	\$100,000	\$250,000
<u>First Party Loss</u>		
Business Interruption Aggregate Sublimit	\$20,000	\$50,000
Cyber Extortion Loss Aggregate Sublimit	\$25,000	\$50,000
Data Recovery Costs Aggregate Sublimit	\$20,000	\$50,000
Reputational Loss Aggregate Sublimit	\$5,000	\$10,000
Retention (other than Business Interruption)	\$0	\$5,000
Income Loss Retention under Business Interruption	\$5,000	\$5,000
<u>Third Party Loss</u>		
Regulatory Defense and Penalties Aggregate Sublimit	\$25,000	\$75,000
Payment Card Liabilities & Costs Aggregate Sublimit	\$10,000	\$25,000
Retention	\$0	\$5,000
<u>eCrime</u>		
Fraudulent Instruction Aggregate Sublimit	\$25,000	\$50,000
Funds Transfer Aggregate Sublimit	\$25,000	\$50,000
Telephone Fraud Aggregate Sublimit	\$25,000	\$50,000
Criminal Reward	\$2,500	\$2,500
Retention (other than Criminal Reward)	\$2,500	\$5,000
Retention Criminal Reward	\$0	\$0
Tower 3 - Limit of Liability	\$100,000	\$150,000
Breach Breach Response Aggregate Limit of Liability Beazley Response Services	\$100,000	\$150,000
Retention	\$0	\$0
New 2024-25 Annual Contribution	\$1,000	\$1,250
<i>Previous 2023-24 Contribution</i>	<i>\$175</i>	<i>\$247.24</i>

**The Tower 1 Limit of Liability changed from \$1 million to \$500,000 for Core limits and from \$2 million to \$1 million for Core+ limits. All other limits remained unchanged.*

Texas Municipal League Intergovernmental Risk Pool

1821 Rutherford Lane, First Floor • Austin, Texas 78754

CYBER LIABILITY AND DATA BREACH RESPONSE INTERLOCAL AGREEMENT

This Contract and Interlocal Agreement is entered into by and between political subdivisions of this state (hereinafter referred to as "Pool Members") to form a joint self-insurance pool to be named the Texas Municipal League Joint Cyber Liability and Data Breach Response Self-Insurance Fund (hereinafter referred to as the "Fund") for the purpose of providing coverages against risks which are inherent in operating a political subdivision.

WITNESSETH:

The undersigned Pool Member, in accordance with Chapter 2259, Texas Government Code, the Interlocal Cooperation Act, Tex. Gov't Code § 791.001, et seq., and the interpretation thereof by the Attorney General of the State of Texas (Opinion #MW-347, May 29, 1981), and in consideration of other political subdivisions executing like agreements, does hereby agree to become one of the Pool Members of this self-insured pool. The conditions of membership agreed upon by and between the parties are as follows:

1. Definitions of terms used in this Interlocal Agreement.

- a. Board. Refers to the Board of Trustees of the Fund.
- b. Fund Year. 12:01 a.m. October 1 through 12:01 a.m. the following October 1.
- c. Manual Rates. The basic rates applicable to each cyber liability and data breach response classification promulgated by the Insurance Service Office or the Board.
- d. Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan. The Cyber Liability and Data Breach Response Coverage Document that sets forth in exact detail the coverages provided as part of the overall plan.
- e. Adjustments. Refers to any offsets to manual premium that may result from the Pool Member's election of deductibles, loss experience, or Fund Modifier which reflects the savings to the Pool Member by entering into this Interlocal Agreement.
- f. Premium and Contribution. Used interchangeably in some parts of this Interlocal Agreement. Any reference at any time in this Interlocal Agreement to an insurance term not ordinarily a part of self-insurance shall be deemed for convenience only and is not construed as being contrary to the self-insurance concept except where the context clearly indicates no other possible interpretation such as but not limited to the reference to "reinsurance."
- g. Reimbursable Deductible. The amount that was chosen by this Pool Member to be applicable to the first monies paid by the Fund to effect judgment or settlement of any claim or suit. The Pool Member, upon notification of the action taken, shall promptly reimburse the Fund for all or such part of the deductible amount as has been paid by the Fund. Further, however, the Fund's obligation to pay damages shall be subject to the limits of liability stated in the Declarations of Coverage or Endorsements to this Interlocal Agreement less the stated deductible amount.
- h. Fund Modifier. A percentage figure that is applied to the manual rates by the Fund to reflect the savings to the Pool Member by entering into this Interlocal Agreement.
- i. Agreement Period. The continuous period since the Pool Member first became a member of this Fund excluding, however, any period or periods of time therein that the member did not participate as a member of the Pool.
- j. Declarations of Coverage. The specific indication of the coverages, limits, deductibles, contributions, and special provisions elected by each individual Pool Member. The Declarations of Coverages may be modified by Endorsement.

2. The Board, acting through its agents and Fund staff, is responsible for the administration of all Fund business on behalf of the Pool Members.

3. In consideration of the execution of this Interlocal Agreement by and between the Pool Member and the Fund and of the contributions of the Pool Member, the coverage elected by the Pool Member is afforded according to the terms of the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan. The affirmative declaration of contributions and limits of liability in the Declarations of Coverage and Endorsements determine the applicability of the Self-Insurance Plan.

Each Pool Member agrees to adopt and accept the coverages, provisions, terms, conditions, exclusions, and limitations as further provided for in the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan or as specifically modified by the Pool Member's Declarations of Coverage. This Interlocal Agreement shall be construed to incorporate the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan, Declarations of Coverage, and Endorsements and addenda whether or not physically attached hereto.

4. It is understood that by participating in this risk sharing mechanism to cover cyber liability and data breach response exposures, the Pool Member does not intend to waive any of the immunities that its officers or its employees now possess. The Pool Member recognizes the Texas Tort Claims Act and its limitations to certain governmental functions as well as its monetary limitations and that by executing this Interlocal Agreement does not agree to expand those limitations.
5. The term of this Interlocal Agreement and the self-insurance provided to the Pool Member shall be continuous commencing 12:01 a.m. on the date designated in this Interlocal Agreement until terminated as provided below. Although the self-insurance provided for in this Interlocal Agreement shall be continuous until terminated, the limit of liability of the Fund under the coverages that the Pool Member elects shall be limited during any Fund Year to the amount stated in the Declarations of Coverage for that Fund Year.

This Interlocal Agreement may be terminated by either party giving to the other sixty (60) days' prior written notice of intent to terminate except the Pool Member may terminate this Interlocal Agreement and its coverages thereunder without giving the sixty (60) days' notice if the reason is because of a change by the Fund in the Pool Member's contribution, coverage, or other change in the limits of liability, terms, conditions, exclusions, and limitations provided for in the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan provided that no termination by the Member shall be effective prior to the date that written notice of termination is actually received in the offices of the Fund and provided that the Pool Member agrees to and shall pay the applicable premium and contribution for those coverages it is terminating until the date the notice of termination is actually received by the Fund.

The Fund shall provide the Pool Member with Declarations of Coverage and any Endorsements that determine the applicability of the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan annually by December 1. Such Declarations of Coverage shall include, but not be limited to, the coverage period which shall be the applicable Fund Year, limits, deductibles, contributions, special provisions, and limitations. Changes made during the Fund Year, whether requested by the Pool Member or required by the Fund, will be handled by Endorsement.

It is the intention of the parties that the Pool Member's coverages under this Interlocal Agreement shall remain in full force and effect from Fund Year to Fund Year, subject to the limits of liability that the Fund can provide each Fund Year and the terms, conditions, and limitations that the Fund may require to protect its solvency and to comply with reinsurance requirements, until notice of termination is given as herein provided. Realizing that the Pool Member needs the earliest possible information concerning the Fund coverages, limits, and exclusions, and the Pool Member's contribution that will be required for any new Fund Year, the Fund will endeavor to provide this information as soon as possible before the beginning of each Fund Year. The parties recognize, however, that conditions in the reinsurance industry are such that the Fund may not be able to provide this information to the Pool Member before the beginning of a Fund Year for various reasons including the failure of the Pool Member to timely submit the appropriate exposure summary or delays on the part of reinsurers in getting information to the Fund, and so, to protect the Pool Member from gaps in its coverage and to protect the solvency of the Fund, the parties agree as follows:

If, for any reason other than the Pool Member's failure to provide the information requested in the exposure summary, the Fund has not been able to provide the Pool Member with information concerning available coverages for a new Fund Year or advise the Pool Member of the amount of its contribution for the new Fund Year by the beginning of the Fund Year, the Fund shall nevertheless continue the Pool Member's coverages at the same limits of liability (if still available and if not, then at the highest limit of liability available for the new Fund Year) so that the Pool Member shall at all times remain covered as herein provided and the Pool Member's initial contributions for the new Fund Year shall be determined by a "tentative contribution" as determined by the Board with the Pool Member's actual annual contribution to be credited by the amount paid in accordance with the tentative contribution and adjusted during the Fund Year. In the event the Pool Member does not wish to have its coverages extended or renewed at the end of any Fund Year, the burden shall be upon the Pool Member to give written notice to the Fund as provided hereinabove and the Pool Member agrees to pay as hereinabove stated all contributions or pro rata contributions until the date such written notice is received in the offices of the Fund or the date of termination of this Interlocal Agreement, whichever is later.

6. Commensurate with the execution of this Interlocal Agreement and annually thereafter, the Pool Member shall complete the appropriate exposure summary and deliver it or cause it to be delivered to the Fund, or, if so instructed, to a designated contractor, no later than September 1 of each year and new annual contributions shall be calculated using manual rates times exposure, less any adjustments. Intentional or reckless misstatements on the exposure summary shall be grounds for cancellation. In the event that the Pool Member fails or refuses to submit the appropriate exposure summary, the Fund reserves the right to terminate such Pool Member by giving thirty (30) days' written notice and to collect any and all contributions that are earned pro rata for the period preceding contract termination.

The Pool Member agrees to pay the annual contribution to the Fund in four (4) equal quarterly installments, in advance, commencing at the beginning of this Interlocal Agreement with subsequent installments due the first quarter thereafter. In the event this Interlocal Agreement is terminated as herein provided, the Fund shall promptly repay to the Pool Member any such unearned annual contribution prorated as of the date of termination and the Pool Member agrees during the term of this Interlocal Agreement to promptly pay all reimbursable deductibles upon receipt of statement.

At the end of each and every Fund Year, the Fund may require the Pool Member to submit the actual data requested on the exposure summary as reflected by the books and records of the Pool Member. The Fund reserves the right to audit the records of any Pool Member and adjust contributions accordingly.

In the event that the Pool Member fails or refuses to make the payments, including accrued interest, as herein provided, the Fund reserves the right to terminate such Pool Member by giving them ten (10) days' written notice and to collect any and all amounts that are earned pro rata for the period preceding contract termination. If the amounts owed, including reimbursable deductibles, must be collected by suit, the Pool Member agrees to pay attorneys' fees and costs incurred in such suit.

7. The Fund shall maintain adequate protection from catastrophic losses to protect its financial integrity. Aggregate protection shall also be maintained. The Member's contributions shall be limited to that amount as calculated under this Interlocal Agreement. Notwithstanding anything to the contrary, the total combined aggregate limit of liability of the Fund for all Pool Members in any Fund Year, regardless of the number of occurrences or claims, shall be limited to the amount of money contained in the Fund. As to the Pool annual aggregate limits or the amount of money in the Fund, the Board of Trustees, in its sole discretion, may determine an allocation methodology among affected Pool Members should the Pool annual aggregate limit be reached, or should the money in the Fund be exhausted.
8. Notwithstanding the provisions of the foregoing paragraph, it is agreed the Board shall have the right to adjust the financial protection outlined above and/or amend coverages as it finds available or deems necessary to maintain the fiscal soundness of the Fund at the beginning of or during any Fund Year.
9. The Fund will make available loss control services to the Pool Members to assist them in following a plan of loss control that may result in reduced losses. The Pool Member agrees that it will cooperate in instituting any and all reasonable loss control recommendations. In the event that the recommendations submitted seem unreasonable, the Pool Member has a right to appeal to the Board. The Board shall hear the objections of the Pool Member at its next regularly scheduled meeting and its decisions will be final and binding on all parties. Any Pool Member who does not agree to follow the decision of the Board shall be withdrawn from the Fund immediately.
10. The Pool Member agrees that it will appoint a contact of department head rank, and the Fund shall not be required to contact any other individual except this one person. Any notice to or any agreements with the contact shall be binding upon the Pool Member. The Pool Member reserves the right to change the contact from time to time by giving written notice to the Fund.
11. The Fund agrees to handle all cyber liability and data breach response claims, and provide a defense for any and all cyber liability and data breach response claims covered under this Interlocal Agreement after prompt notice has been given. The Pool Member hereby appoints the Fund staff and Contractors as its agents to act in all matters pertaining to processing and handling of claims covered under this Interlocal Agreement and shall cooperate fully in supplying any information needed or helpful in settlement or defense of such claims. As respects cyber liability and data breach response claims, the Fund staff and Contractors shall carry on all negotiations with the claimant and his/her attorney, when applicable, and negotiate within authority previously granted by the Fund. If a personal appearance by the Pool Member or an employee is necessary, the expense of this appearance will not be the responsibility of the Fund. With the advice and consent of the Fund, the Fund staff and the Contractors will retain and supervise legal counsel for the prosecution and defense of any litigation. All decisions on individual cases shall be made by the Fund through the Fund staff and the Contractors, which include, but are not limited to, the decision to appeal or not to appeal, settlement negotiations, the decision of whether to settle, and other litigation tactics. However, any Pool Member shall have the right in any case to consult with the Fund on any decision made by the Fund staff or Contractors. The Board shall hear the objections of the Pool Member at its next regularly scheduled meeting and its decision will be final and binding on all parties. Any suit brought or defended by the Fund shall be brought or defended only in the name of the Pool Member and/or its officers or employees. There shall be supplied periodically to each Pool Member a computer printout involving a statement of claims. As respects the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan, the Fund shall have priority in enforcing its subrogation claims against the claims of Pool Member.
12. The Pool Member acknowledges that it has received a copy of the Bylaws of the Fund and agrees to abide by the Bylaws and any amendments thereto.
13. The Fund agrees that all Fund transactions will be annually audited by a nationally recognized certified public accounting firm.
14. If legally required, the Fund shall cause to be filed the necessary tax forms with the Internal Revenue Service.

15. As the administrators of the Fund, the Board shall primarily and consistently keep foremost in their deliberations and decisions in operating the Fund that each of the participating Pool Members is a "self-insured." At least annually, the Board shall carefully review, study, and consider the actual claims or loss experience (including reserves for future claims payments) of each of the Pool Members, the pro rata savings to the Fund resulting from overall loss experience attributed to each Pool Member, and the pro rata portion of the cost of all catastrophic loss protection and aggregate stop loss protection allocated to each Pool Member as well as the pro rata allocation, as determined by the Board of the other and necessary administrative expenses of the Pool, in order to reasonably determine the actual pro rata cost, expense, and loss experience of each Pool Member in order to maintain as nearly as possible an equitable and reasonable self-insurance administration of the Fund as applied to each Pool Member.

The Fund shall maintain case reserves and supplemental reserves computed in accordance with standard actuarial principles, taking into account historical and other data, designed to measure claims development and claims incurred but not yet reported, so that funds will be available to meet these claims as they become due, subject to paragraph 7 above. The Board has complete authority to determine all matters pertaining to the existence and dissolution of the Fund.

16. Venue of any suit or action arising out of or related to this Interlocal Agreement shall be exclusively in the state and federal courts of Travis County, Texas. The parties agree they shall assume their own expenses for attorney's fees in any suit or action arising out of or related to this Interlocal Agreement.
17. The parties agree this Interlocal Agreement may be executed by original written ink signature on paper documents, an exchange of copies showing the original written ink signature on paper documents, or electronic or digital signature technology in such a manner that the signature is unique and verifiable to the person signing. The use of any one or combination of these methods of execution shall constitute a legally binding and valid signing of this Interlocal Agreement, which may be executed in one or more counterparts, each of which, when duly executed, shall be deemed an original.

EMPLOYER MEMBERS' FUND CONTACT (See Section 10):

Member Name _____

Name of Contact _____ Title _____

Mailing Address _____ Email Address _____

Street Address (if different from above) _____

City _____ Zip _____ Phone _____

SIGNATURE OF AUTHORIZED MEMBER OFFICIAL

Title _____ Date _____

Member's Federal Tax I.D. Number _____ - _____

This Information is MANDATORY

TO BE COMPLETED BY FUND: (OFFICE USE ONLY)

Effective Date of This Agreement _____

Member Name _____

Contract Number _____

SIGNATURE OF AUTHORIZED FUND OFFICIAL

Title _____ Date _____

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: August 20, 2024

AGENDA ITEM CAPTION: Accept the 3rd Quarter Fiscal Year 2024 Investment Report.

ORIGINATING DEPARTMENT AND CONTACT: Finance - Keeli Michna

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: The Texas Public Funds Investment Act requires local governments to review and accept the quarterly investment reports for each quarterly reporting period of the fiscal year. The 3rd Quarter Investment Report of Fiscal Year End (FYE) 2024, ending June 30, 2024 is presented for your review.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends a motion to accept the 3rd Quarter Investment Report for FYE 2024.

LIST OF SUPPORTING DOCUMENTS: FYE2024 3rd Quarter Report

CITY OF LOCKHART

Quarterly Investment Report
For the Quarter Ended June 30, 2024

August 6, 2024

CITY of LOCKHART
Quarterly Investment Report
For the Quarter Ended June 30, 2024

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, 2024 through June 30, 2024. The Investment Portfolio Summary reports the beginning and ending book values and market values for the quarterly reporting period as follows:

April 1, 2024

Cash
Marketable Securities
Investment Pools
Certificates of Deposits
Total:

Investment Portfolio	
Book Value	Market Value
799,764	799,764
0	0
43,500,641	43,500,386
0	0
44,300,405	44,300,150

June 30, 2024

Cash
Marketable Securities
Investment Pools
Certificates of Deposits
Total:

Fund Availability	
33,472,228	33,472,228
10,828,177	10,827,921
44,300,405	44,300,150

April 1, 2024

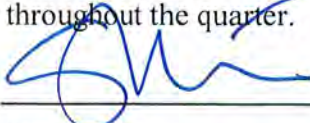
Unrestricted Funds
Restricted Funds
Total Funds

June 30, 2024

Unrestricted Funds
Restricted Funds
Total Funds

33,472,228	33,472,228
10,828,177	10,827,921
44,300,405	44,300,150

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.



Steve Lewis
City Manager



Keeli Michna
Finance Director

CITY of LOCKHART
Investment Portfolio Summary
For the Quarter Ended June 30, 2024

	Investment Portfolio			
	Book Value	% of Total	Market Value	% of Total
<u>April 1, 2024</u>				
Cash	799,764	1.8%	799,764	1.8%
Marketable Securities	0	0.0%	0	0.0%
Investment Pools	43,500,641	98.2%	43,500,386	98.2%
Certificates of Deposits	0	0.0%	0	0.0%
Portfolio Total	44,300,405	100.0%	44,300,150	100.0%
<u>June 30, 2024</u>				
Cash	625,148	1.5%	625,148	1.5%
Marketable Securities	0	0.0%	0	0.0%
Investment Pools	42,404,165	98.5%	42,399,588	98.5%
Certificates of Deposits	0	0.0%	0	0.0%
Portfolio Total	43,029,313	100.0%	43,024,736	100.0%
<u>Change in Value</u>				
Cash	(174,616)		(174,616)	
Marketable Securities	0		0	
Investment Pools	(1,096,476)		(1,100,797)	
Certificates of Deposits	0		0	
Portfolio Total	(1,271,092)		(1,275,413)	
	0			
<u>Maturity Data</u>	Book Value @ 6/30/2024	Weighted Average Maturity	Yield to Maturity	
Cash	625,148	0 Days	1.00%	
Marketable Securities	0	0 Days	0.00%	
Investment Pools - Texas CLASS	20,245,820	25 Days *	5.43%	
Investment Pools - TexPool	12,911,263	36 Days *	5.31%	
Investment Pools - TexSTAR	9,247,082	34 Days *	5.68%	
Certificates of Deposits	0	0 Days	0.00%	
	43,029,313	30 Days	5.38%	

Benchmark - 4 Week Treasury Bills - Secondary Market @ June 30, 2024

5.37%

* 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	1,766
Marketable Securities	0
Investment Pools - Texas CLASS	271,357
Investment Pools - TexPool	181,800
Investment Pools - TexSTAR	121,304
Certificates of Deposits	0
Total Return on Investment	576,227

CITY OF LOCKHART
Cash Accounts (as reconciled to FLNB)
For the Quarter Ended June 30, 2024

General Operating Account - FLNB		
		<u>Value</u>
April 1, 2024	\$	799,764
Deposits		9,957,884
Withdrawals		(10,134,266)
Interest Earned		1,766
June 30, 2024	\$	625,148

Total Cash Accounts		
		<u>Value</u>
April 1, 2024	\$	799,764
Deposits		9,957,884
Withdrawals		(10,134,266)
Interest Earned		1,766
June 30, 2024	\$	625,148

CITY of LOCKHART
Marketable Securities Transaction Summary
For the Quarter Ended June 30, 2024

<u>Holdings During the Quarter</u>				<u>Beginning Value @ Par</u>		<u>Beginning Book Value</u>	<u>Beginning Market Value</u>	<u>Ending Value @ Par</u>	<u>Ending Book Value</u>	<u>Ending Market Value</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>Purchase Price</u>	<u>Quarterly Interest Earned</u>	<u>June 30, 2024</u>	<u>June 30, 2024</u>
			\$ -	0.34%						
Totals			\$ -				\$ -	\$ -	\$ -	\$ -

0.22%

<u>Purchases</u>				<u>Par Value</u>	<u>Coupon Rate</u>	<u>Date of Maturity</u>	<u>Yield to Maturity</u>	<u>Settlement Total</u>	<u>Accrued Interest</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>Accrued Interest</u>	
			\$ -					\$ -	
Totals			\$ -					\$ -	

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

CITY OF LOCKHART
Investment Pool Transactions Summary
For the Quarter Ended June 30, 2024

TexPool - City of Lockhart					
	<u>Book</u> <u>Value</u>	<u>Market</u> <u>Value</u>	<u>Net Asset</u> <u>Value</u>	<u>Weighted Aver.</u> <u>Maturity</u>	<u>Average</u> <u>Monthly Yield</u>
April 1, 2024	14,400,400	14,399,680	0.999950	38 Days	5.3200%
Deposits	3,719,395				
Withdrawals	(5,390,332)				
Interest Earned	181,800				
June 30, 2024	12,911,263	12,910,230	0.99992	36 Days	5.3100%

Texas CLASS					
	<u>Book</u> <u>Value</u>	<u>Market</u> <u>Value</u>	<u>Net Asset</u> <u>Value</u>	<u>Weighted Aver.</u> <u>Maturity</u>	<u>Average</u> <u>Monthly Yield</u>
April 1, 2024	19,974,463	19,974,463	1.00000	34 Days	5.4652%
Deposits	0				
Withdrawals	0				
Interest Earned	271,357				
June 30, 2024	20,245,820	20,242,840	0.99985	25 days	5.4294%

TexSTAR					
	<u>Book</u> <u>Value</u>	<u>Market</u> <u>Value</u>	<u>Net Asset</u> <u>Value</u>	<u>Weighted Aver.</u> <u>Maturity</u>	<u>Average</u> <u>Monthly Yield</u>
April 1, 2024	9,125,778	9,125,194	0.99994	35 Days	5.3205%
Deposits	0				
Withdrawals	0				
Interest Earned	121,304				
June 30, 2024	9,247,082	9,246,518	0.999939	34 Days	5.6800%

Total of All Pools		
	<u>Book</u> <u>Value</u>	<u>Market</u> <u>Value</u>
April 1, 2024	43,500,641	43,499,337
Deposits	3,719,395	
Withdrawals	(5,390,332)	
Interest Earned	574,461	
June 30, 2024	42,404,165	42,399,588

CITY of LOCKHART

Certificates of Deposit Transaction Summary

For the Quarter Ended June 30, 2024

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>Ending Face Value</u>	
									<u>Value</u>	<u>Market Value</u>	<u>Value</u>	<u>Market Value</u>
									<u>April 1, 2024</u>	<u>June 30, 2024</u>	<u>Value</u>	<u>Value</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>
			\$ -				\$ -

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>
			\$ -				\$ -

City of Lockhart

Investment Pools

Standard and Poor's Ratings

<u>Month</u>	<u>TexPool</u>	<u>TexSTAR</u>	<u>Texas CLASS</u>
April-23	AAAm	AAAm	AAAm
May-23	AAAm	AAAm	AAAm
June-23	AAAm	AAAm	AAAm
July-23	AAAm	AAAm	AAAm
August-23	AAAm	AAAm	AAAm
September-23	AAAm	AAAm	AAAm
October-23	AAAm	AAAm	AAAm
November-23	AAAm	AAAm	AAAm
December-23	AAAm	AAAm	AAAm
January-24	AAAm	AAAm	AAAm
February-24	AAAm	AAAm	AAAm
March-24	AAAm	AAAm	AAAm
April-24	AAAm	AAAm	AAAm
May-24	AAAm	AAAm	AAAm
June-24	AAAm	AAAm	AAAm

City of Lockhart

Bank Collateralization

Standard and Poor's Ratings

<u>Month</u>	<u>FLNB</u> <u>Collateralization *</u>
July-23	AAA
August-23	AAA
September-23	AAA
October-23	AAA
November-23	AAA
December-23	AAA
January-24	AAA
February-24	AAA
March-24	AAA
April-24	AAA
May-24	AAA
June-24	AAA
* Guaranteed by US government (AAA)	

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: August 20, 2024

AGENDA ITEM CAPTION: Discussion and/or action regarding amending the Interlocal Agreement between Capital Area Rural Transportation System (CARTS) and the City of Lockhart.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Joseph Resendez

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: On June 20, 2024, David Marsh, CARTS General Manager, submitted a funding request letter to staff for the City's Fiscal Year 2024-2025 budget for City Council consideration. CARTS is requesting \$40,000 to be approved by City Council for the upcoming fiscal year.

During the July 16th 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.

Previously, City Council approved an Interlocal Agreement with CARTS in August 2023 to include a \$20,000 contribution for Fiscal Year 2023-2024. In 2022, CARTS introduced the CARTS Now service. The added costs for this type of service requires a higher level of funding.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required: \$40,000

Account Number: 100-5101-711-00

Funds Available: \$20,000

Account Name: CARTS

FISCAL NOTE (if applicable): The current funds available are budgeted funds carried over from FY 2023-2024.

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Given the high level of local use of this service and CART's contemplated investment of a multi-modal station in Lockhart, an

City of Lockhart, Texas

Council Agenda Item Cover Sheet

increase to \$30,000 would be appropriate.

LIST OF SUPPORTING DOCUMENTS: First Addendum to ILA with CARTS, CARTS -
Presentation

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

WHEREAS, Capital Area Rural Transportation System (“CARTS”) and the City of Lockhart (“City”) entered a certain agreement entitled “Interlocal Cooperation Agreement Between The City of Lockhart and Capital Area Rural Transportation System” (“Agreement”) on August 25, 2023, a true and correct copy of which is attached hereto as Exhibit “1”; and

WHEREAS, the City desires to enter into an addendum to that Agreement whereby the City and CARTS agree that the Agreement will continue on a month-to-month basis on the same terms and conditions after September 30, 2025; and

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

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

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

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

**Article II.
TERM**

The term of this Agreement shall be for the period commencing on the Effective Date and ending on September 30, 2025, unless terminated earlier in accordance with applicable provisions herein. After September 30, 2025, this Agreement may continue in full force and effect on a month-to-month basis, on the same terms and conditions as are set forth herein, and is expressly agreed upon by the parties.

**Article IV.
PAYMENT BY CITY FOR SERVICES**

For CARTS’ performance of services under this Agreement, City agrees to pay CARTS the lump sum amount of [_____] Thousand and No/100 Dollars (\$[_____]00). The schedule for the City’s payment of the lump sum amount under this Agreement shall be mutually agreed to by CARTS and City.

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

IN WITNESS WHEREOF, the parties hereto have executed this First Addendum to the Interlocal Cooperation Agreement as of the ____ day of August 2024.

CITY OF LOCKHART, TEXAS

By _____
Lew White
Mayor, City of Lockhart

ATTEST:

By _____
Julie Bowermon,
City Secretary, City of Lockhart

APPROVED AS TO FORM:

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

**CAPITAL AREA RURAL
TRANSPORTATION SYSTEM**

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

EXHIBIT 1

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.

EXHIBIT 1

III.

SERVICES TO BE PROVIDED BY CARTS

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

IV.

PAYMENT BY CITY FOR SERVICES

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

V.

TERMINATION

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

VI.

MISCELLANEOUS

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

CITY:

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

CARTS:

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

EXHIBIT 1

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.

EXHIBIT 1

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

CITY:

CITY OF LOCKHART, TEXAS

By: Lew White Name: LEW WHITE Title: MAYOR

Date Signed: 8/15/23

FOR CITY, ATTEST:

FOR CITY, APPROVED AS TO FORM:

By: Julie Boweannon
JULIE BOWEANNON, City Secretary

By: Monte Akers
Monte Akers, City Attorney

CARTS:

CAPITAL AREA RURAL TRANSPORTATION SYSTEM

By: David L. Marsh
David L. Marsh, General Manager

Date Signed: August 25, 2023

EXHIBIT 1

EXHIBIT "A"

CARTS *Now* Microtransit Service

CARTS Country Bus Service

CARTS Interurban Coach service



June 20, 2024

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

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
and the San Marcos urbanized
area.

Dear Mayor White:

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 to our service area.

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

On behalf of CARTS, and the people we serve in your city, thanks for the past assistance and for your consideration of this request. I look forward to hearing from your office regarding any presentation you may want for us to provide, but please let me know if I can provide additional information about our services prior to that time. You can contact me at (512) 505-5678 or Dave@RideCARTS.com.

Sincerely,


David L. Marsh
General Manager

cc: Commissioner Rusty Horne



FY 2024 Agency Budget
9/01/2023 to 08/31/2024

Expenses		Resources	
Wages and Benefits		Operating Resources	
Personnel	5,237,751	CMTA ILA RMA	2,200,000
FICA	391,567	City of SM ILA Contract for Services	2,050,000
Unemployment	33,858	Fares	230,000
Workman's Compensation	160,986	Intercity Bus Commission Revenues	58,000
Medical/Dental	937,334	Local Government Contributions	200,000
Retirement	62,203	Title 3 AOA/CAPCOG	90,000
Disability/Life	61,511	EBP Greyhound Terminal OPS	200,000
		TxDOT 5311 Formula Funds FY23	505,000
		TxDOT 5311 Formula Funds FY24	1,963,566
Total Wages & Benefits:	6,885,210		
Operating & Admin Expenses		TxDOT Rural State Formula Funds FY24	1,171,512
		TxDOT RTAP Website Construction	25,000
Bank Fees	1,177	TxDOT 5311-RD-Microtransit Country Bus Pilot	350,000
Copying/Printing	30,000	TxDOT 5311F ICB FY23	702,658
Credit Card Fees	15,000		
Driver Training	2,000	Total Operating Resources:	9,745,736
Driver Uniforms	7,500		
Physicals/Drug Screening	18,349	Capital Projects	
Facility Maintenance Improvement	100,000	CARTS Smithville Station Rehab	1,299,000
Meeting Expenses	5,000	CARTS Eastside Bus Plaza Phase 3	275,367
Freight/Postage	3,500	Two (2) Buses, Type 2	340,000
Facility Commercial Liability & Other	48,000	Twelve (12) Buses, Type 2	1,250,000
Internet (Communication WAN)	60,000	Security/IT Project	25,000
Janitorial/Groundskeeping	37,500		
Marketing/System Development	100,000	Total Capital Projects:	3,189,367
Professional Organizations	3,000		
Miscellaneous	4,000	Capital Resources	
Office Equipment	5,000	TxDOT 5339 Rural Discretionary Bus Capital and Security FY2	25,000
IT Equipment	60,000	TXDOT 5310 Capital Funds	1,250,000
Office Supplies	7,500	CARTS Local Capital Reserves Eastside Bus Plaza Phase 3A	275,367
Other Fees	4,000	TXDOT 5311 FY24 Capital Eastside Bus Plaza Phase 3B	
Tolls	60,000	CapMetro 5310 Capital Funds	340,000
Professional Fees - Accounting Services	1,000	TxDOT Rural Discretionary Smithville Station Rehab	1,299,000
Professional Fees - Audit Services	53,000		
Professional Fees - Legal Services	10,000	Total Capital Resources:	3,189,367
Other Support Services	50,000		
Planning			
Public Notices	3,000		
Purchased Transportation	-		
Space/Rental	6,000		
Software & Licensing Fees	335,000		
Staff Development/Training	1,500		
Staff Recruitment	2,500		
Telephone	40,000		
Travel	5,000		
Utilities	152,000		
Total Admin and Operating Expenses:	1,230,526		
Vehicle Operations & Maintenance			
Vehicle Graphics	25,000		
Fuel	750,000		
Fuel - Bulk	136,000		
Vehicle Licensing & Registration	1,500		
Radio/Data Communications	35,000		
Radio Equipment	2,500		
Shop & Facility Equipment	5,000		
Shop Supplies	40,000		
Tires	45,000		
Towing	5,000		
Vehicle Equipment	5,000		
Vehicle Insurance	320,000		
Vehicle Maintenance Outsourced	100,000		
Vehicle Parts	160,000		
Total Vehicle Operations & Maintenance:	1,630,000		
Total Admin/Operating Costs	9,745,736		
		Recap of Expenses	
		Wages and Benefits	6,885,210
		Operating & Admin Expenses	1,230,526
		Vehicle Operations & Maintenance	1,630,000
		Capital Expenses	3,189,367
		TOTAL EXPENSES:	12,935,103
		Recap of Resources	
		Operating Resources	9,745,736
		Capital Resources	3,189,367
		TOTAL RESOURCES:	12,935,103

CARTS				
Statement of Activities				
CARTSNow - Lockhart Service				
September 1, 2023 - May 31, 2024				
		Actuals as of 5/31/24	Projections June-August	Grand Total FY24
	Revenues			
	Interurban Service Revenue			
	1516 Fares	2,377.00	797.00	3,174.00
		2,377.00	797.00	3,174.00
	CARTSNow - Lockhart Revenue			
4150	Fares	27,349.31	10,336.00	37,685.31
	Total Revenues	27,349.31	10,336.00	37,685.31
	Expenses			
	Interurban Service Expenses			
	1516 Expenses	65,353.00	20,857.00	86,210.00
		65,353.00	20,857.00	86,210.00
	CARTSNow - Lockhart Expenses			
	Wages & Benefits			
5000	Salaries	147,590.25	52,115.66	199,705.91
5060	FICA	11,095.86	3,925.60	15,021.45
5070	Unemployment	463.12	80.57	543.69
5150	Worker's Compensation	5,560.33	1,980.67	7,540.99
5160	Health	33,987.46	11,257.36	45,244.81
5170	Retirement	841.83	286.02	1,127.85
5180	AD&D, Life & Dental	2,081.81	688.57	2,770.38
	Total Wages & Benefits	201,620.65	70,334.44	271,955.09
	Other Expenses			
6120	Credit Card Fees	1,842.28	783.00	2,625.28
6160	Drug/Physicals/Background	279.00	186.00	465.00
6750	Software and Network Support	8,221.00	3,057.00	11,278.00
	Total Other Expenses	10,342.28	4,026.00	14,368.28
	Vehicle Expenditures			
7100	Fuel	12,985.57	4,733.00	17,718.57
7200	Licensing & Registration	22.50	7.50	30.00
7455	Tires	25.88	50.00	75.88
7540	Vehicle Maintenance Outsourced	7.00	7.00	14.00
7550	VMC Parts	811.61	296.00	1,107.61
	Total Vehicle Expenditures	13,852.56	5,093.50	18,946.06
	Total Expenses	225,815.49	79,453.94	305,269.43

NTP ##-##: CARTS Lockhart Facility Feasibility

Background

The Capital Area Rural Transportation System (CARTS) submitted a request in December 2023 for technical assistance for a capital project development in Lockhart, Texas. The requested assistance is for a technical memorandum with supporting materials to aid CARTS to identify the feasibility or and requirements for a new capital facility. The initial request mentioned the materials may need to address feasibility, potential site/land acquisition, initial design parameters/considerations, and a cost estimate. The original submission noted a desire to have the information completed within six months by August 31, 2024. The level of detail for all activities is expected to be focused on conceptual findings sufficient for funding pursuit through the Capital Area Metropolitan Planning Organization (CAMPO), TxDOT PTN, etc.

The Goodman Corporation (TGC) developed the following scope of work after a meeting with representatives from CARTS, TxDOT PTN, and KFH on April 30, 2024.

Scope of Work

Task 1: Project Management, Kick-off, and Data Collection

TGC will provide monthly progress reports. TGC will hold a virtual project kick-off. The agenda will include a discussion expanding on previously provided information, development of a data request, and calendaring of potential site visit(s) at strategic time points. TGC will provide meeting notes and the bulleted list of requested information.

Deliverable: Kick-off meeting notes and data request

Task 2: Facility Requirements & Opportunities

TGC will build on the information in Task 1 by exploring CARTS' present and future transit service requirements relevant to Lockhart. TGC will then identify facility and site requirement parameters (the range of feasible) and develop a planning level building program. Interviews with CARTS staff and a site visit to existing CARTS facilities (e.g., Elgin) will inform the building program and site requirements. TGC will also discuss and explore potential partnerships between CARTS and other entities in Lockhart. TGC will identify the relative feasibility for a potential facility in Lockhart given the emerging service and facility requirements. The information will be documented in a concise memo. TGC will convene a virtual meeting with all project parties to discuss the findings.

This is a key decision point for if/how CARTS desires to continue with an abbreviated preliminary site selection in Task 3 and then in turn continue with Task 4's conceptual design and planning level cost estimate.

Deliverable: Technical memorandum

Task 3: Preliminary Site Selection

TGC will utilize the building program and site requirement parameters to explore potential parcels in Lockhart and the immediate vicinity. TGC has existing licenses to ESRI's ArcGIS Pro (including Business Analyst), CoStar (real estate data), and other relevant tools to inform a preliminary site selection. TGC will work with CARTS, and TxDOT PTN and KFH, to identify any additional essential elements before conducting the desktop level scan of potential sites (e.g., equity analysis, sensitive receptors, historic, floodplain, etc.). The exercise will yield a series of several maps with key site selection criteria for CARTS to use in the future. The exercise will also yield a prioritized short list of potential sites. TGC anticipates making the primary site visit for the project during this task. TGC will work with CARTS and all parties to identify a site to use as a case study in Task 4's conceptual work and planning level cost estimate.

Deliverable: Technical memorandum and map and/or spreadsheet

Task 4: Conceptual Design & Planning Level Cost Estimate

TGC will utilize CARTS' existing facility portfolio and lessons learned to develop a preliminary conceptual design for a Lockhart facility on one a potential site identified by CARTS. The purpose of the conceptual design is to illustrate building massing and site access in order to develop a planning level cost estimate. Photos or sketches of design elements from CARTS' existing facilities will be used to illustrate potential look and feel and will inform the cost estimate. The deliverable will be only detailed enough so as to be sufficient for seeking inclusion on CAMPO's Transportation Improvement Program and for funding pursuit.

Please note the conceptual work will not include any formal survey or utility exploration, but will instead rely on desktop review of available data and county appraisal district, City of Lockhart, and other publicly available datasets.

Deliverable: Conceptual design and planning level cost estimate spreadsheet

Task 5: Technical Documentation

TGC will document the project process and findings in a concise technical report. The report will include relevant appendix content from Tasks 1-4. The report may also be accompanied by Excel and GIS resources. The final outcome of the project is conceptual advanced planning sufficient in detail so as to submit the project to the CAMPO TIP. The report will highlight the technical next steps for CARTS.

The key next steps will likely be for CARTS to hold a public meeting to inform the final site selection, completion of a desktop environmental review to pursue a categorical exclusion determination, and to acquire the site. These activities will ensure the facility is ready for thorough funding pursuit.

Deliverable: Technical report with appendices and attachments

Deliverable Review and Release

All deliverables will be submitted to TxDOT PTN, within the timeframes outlined, for review prior to release to agency. Deliverables will be released to agency upon TxDOT consent.

Clarifications

The scope of work is to evaluate planning level feasibility for a CARTS transit facility in Lockhart and as such will be conducted within the following parameters:

- TGC provides a planning level conceptual design and planning level cost estimate to illustrate the potential fit of a facility on a one potential site but will not develop 30% schematic design or a detailed cost estimate as part of this scope of work.
- TGC provides a preliminary environmental screening for site prioritization but will not complete a full environmental analysis on a final site as part of this scope of work.
- TGC provides no Architectural or Engineering services as part of this scope of work, though the skillsets of such may be utilized during certain planning level activities.

TGC will communicate all routine items directly with CARTS during the course of the project. All substantial communications pertaining to deliverables, monthly progress reports, and other project management matters will include carbon copying Ken Hosen and Chad Ballentine at KFH and Nancy Hoehn and Vanessa Owens at TxDOT PTN. A biweekly placeholder meeting will be established to enable frequent as-needed coordination between TGC, CARTS, and other parties.

Budget & Timeline

The budget for this effort is \$63,054. **Table 1** presents the project budget.

Table 1. Project Budget

Staff	General Description of Work	Rate	Hours	Total
Project Manager – Ken Hosen, KFH	Review, oversight, and administration	\$272	6	\$1,632
Project Lead – Jonathan Brooks, TGC	Project lead, involved in all tasks	\$272	76	\$20,672
Greg Goodman	QA/QC site selection	\$270	22	\$5,940
Kirk Myers	QA/QC conceptual design & planning level cost estimate	\$270	31	\$8,370
Analysts	Assist task lead, contribute to all tasks, GIS analysis	\$170	119	\$20,230
Support Staff	Editing, graphic production	\$135	46	\$6,210
Total Labor			284	\$63,054
Direct Expenses				\$0
TOTAL COST				\$63,054

The consultants anticipate the study will take four (4) months. **Figure 1** shows the project timeline.

Month	Month 1	Month 2	Month 3	Month 4
Task 1: Project Management, Kick-off, and Data Collection				
Task 2: Facility Requirements & Opportunities				
Task 3: Preliminary Site Selection				

Task 4: Conceptual Design & Planning Level Cost Estimate	
Task 5: Technical Documentation	

Figure 1. Project Timeline

Texas Department of Transportation Authorizes work to begin on the below signed date:

TxDOT Public Transportation Division

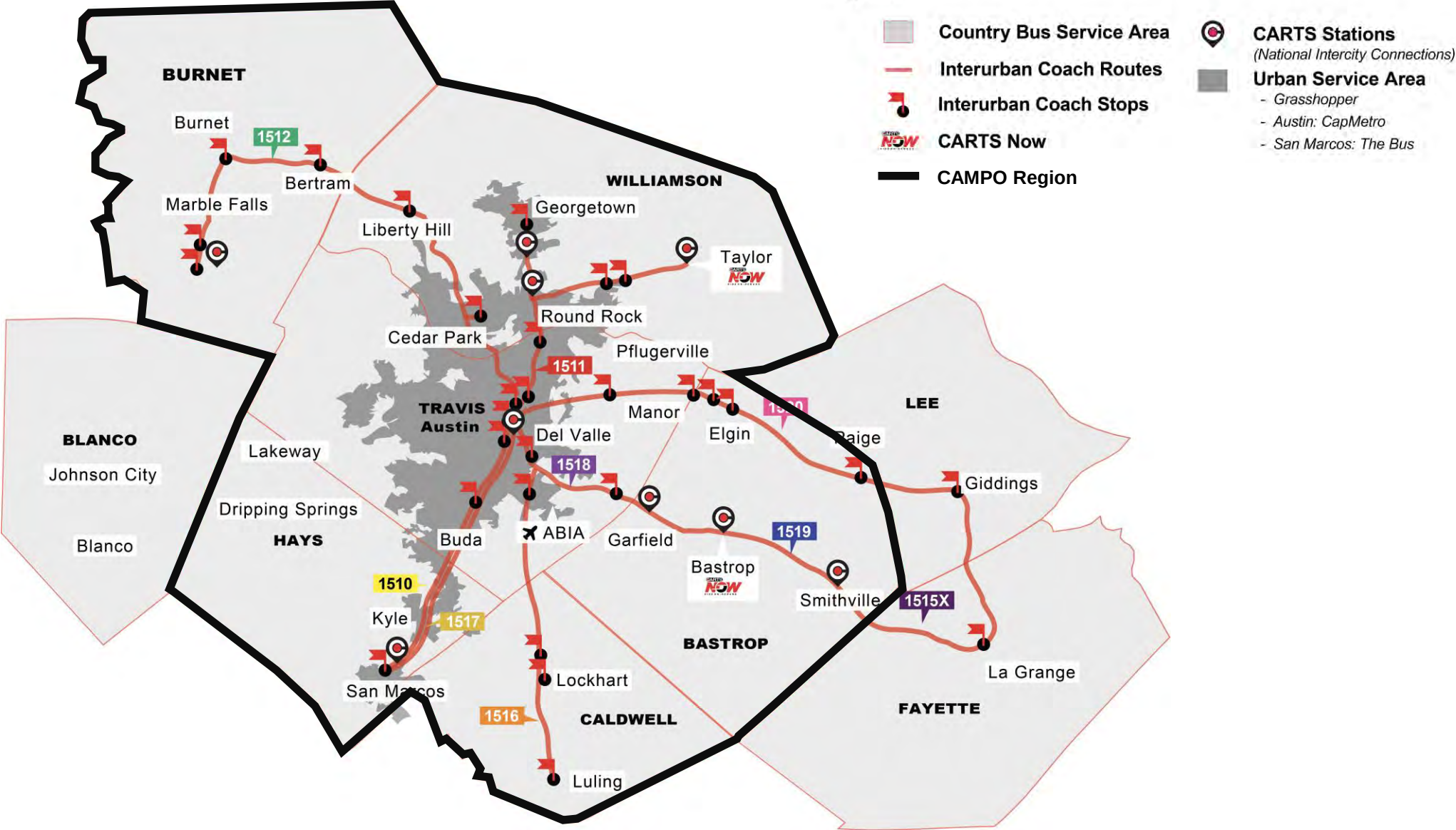
Date

CARTS Rural Transportation in Lockhart

July 2024



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

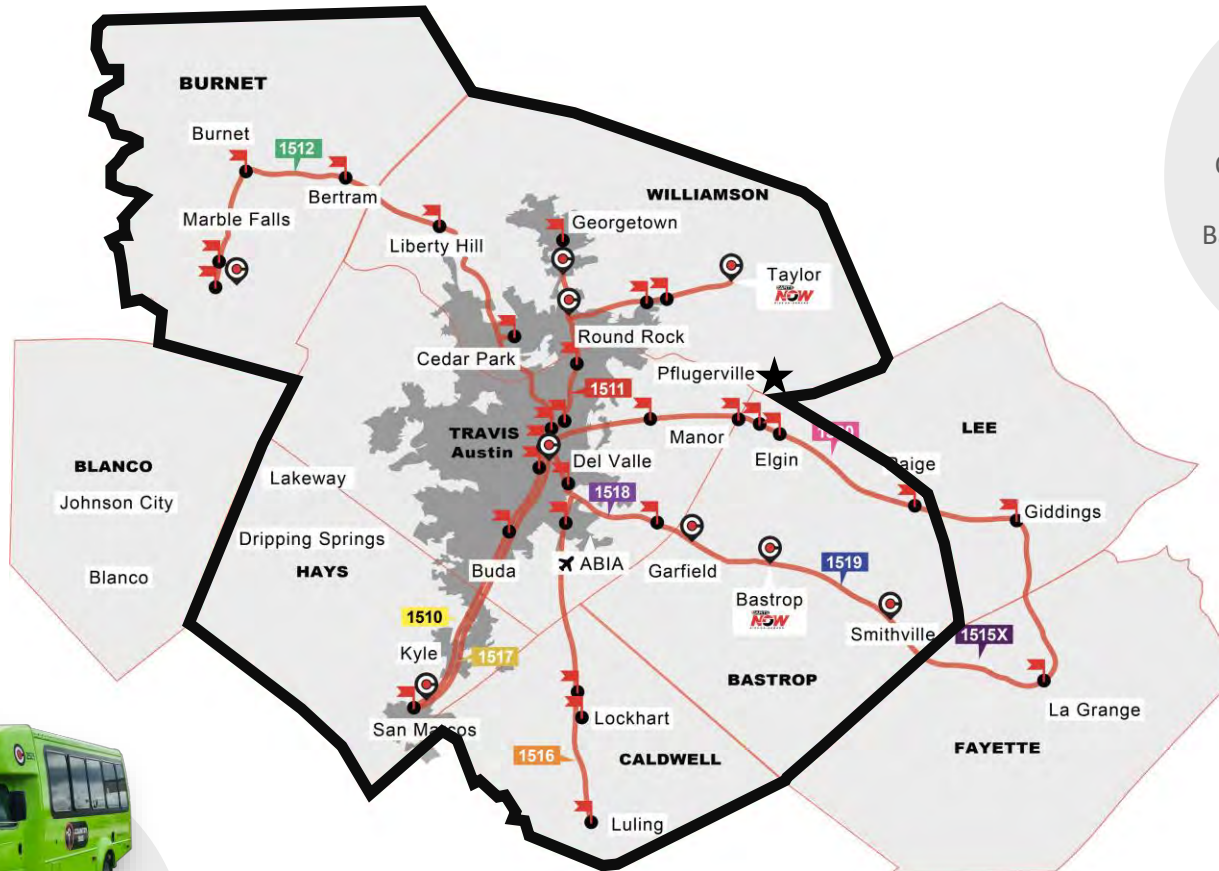


Country Bus

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



Scan to sign up for CARTS updates



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





CARTS Country Bus Service

Call ahead rides to and from destinations in the CARTS district

- Available in specific areas on designated days
- Example – Lockhart to Luling on Mondays, Wednesdays and Fridays 9am return 12pm
- Local Service in Luling Monday through Friday 8am to 4:30p

24-hour call-ahead reservation is recommended
Same day reservations are based upon availability

512-478/RIDE (7433)

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.



CARTS

Interurban

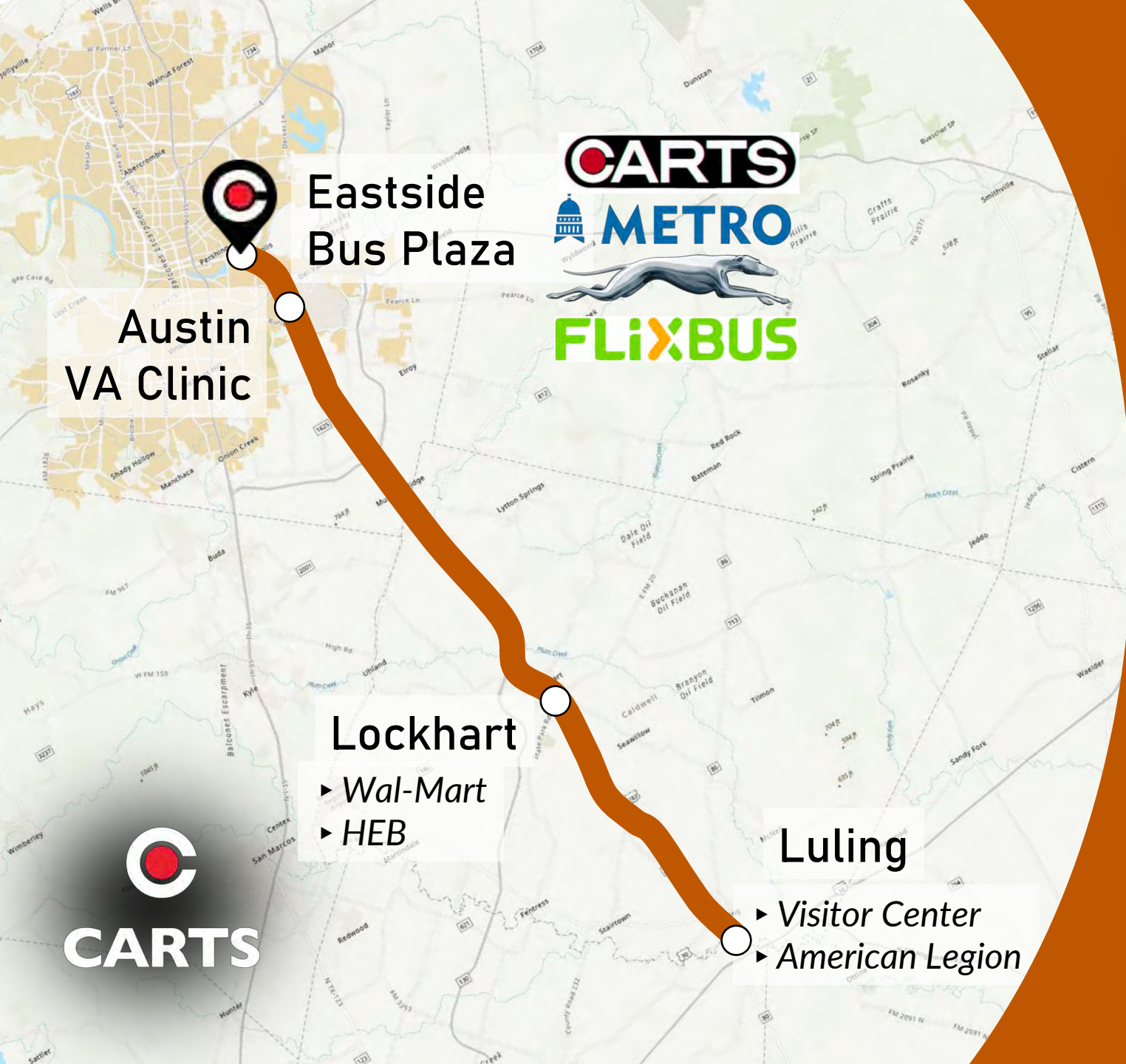
Coach Service

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

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

The Interurban Coach also makes connections to Greyhound, Capital Metro, and Amtrak.





1516 Orange Route

Austin
↔
Luling

*Mondays
Wednesdays
Fridays*



CARTS NOW on-demand Service

On-demand microtransit

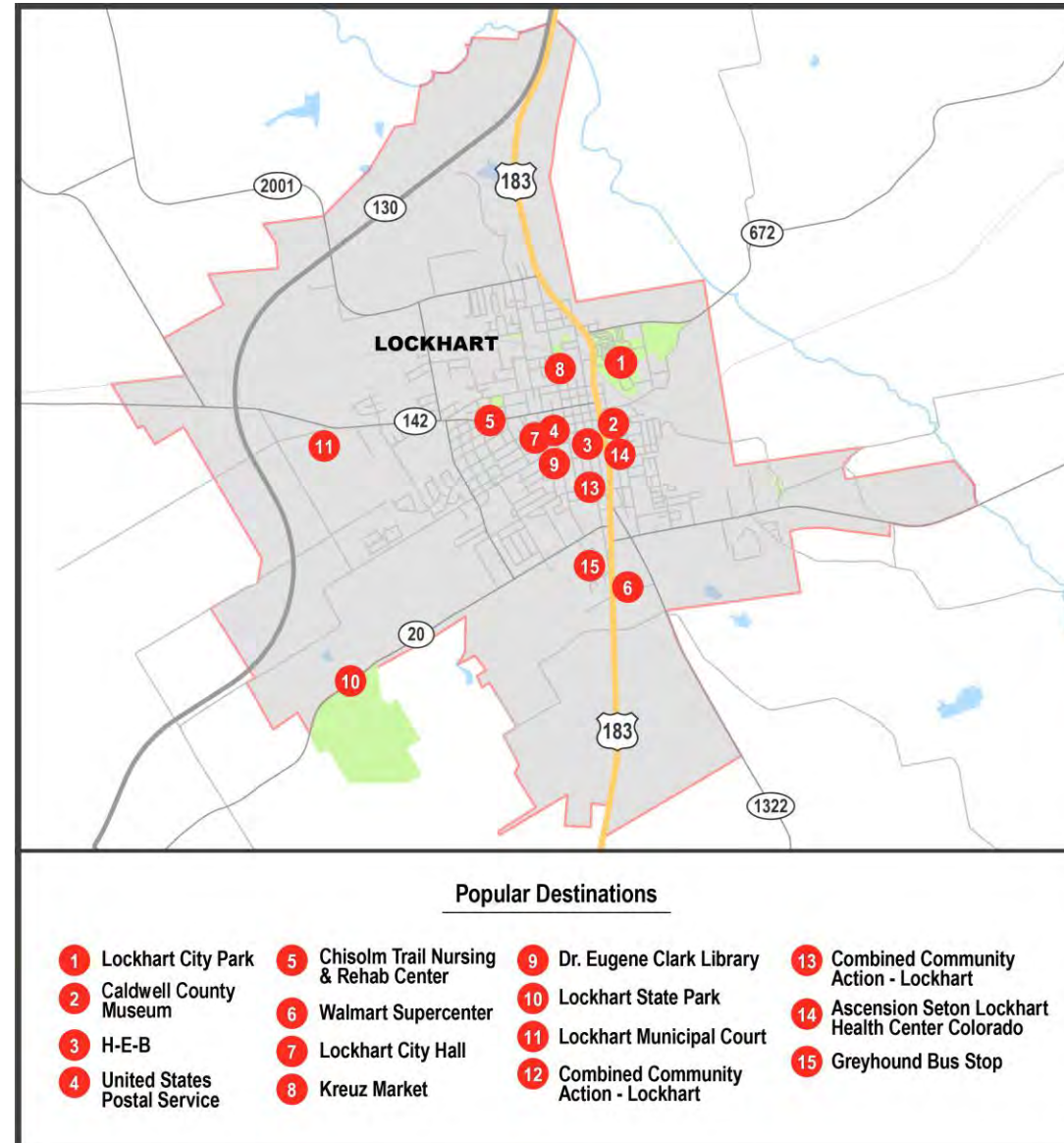
- Curb to curb rides within 15 minutes
- Monday-Friday, 7am-7pm

How to Book:

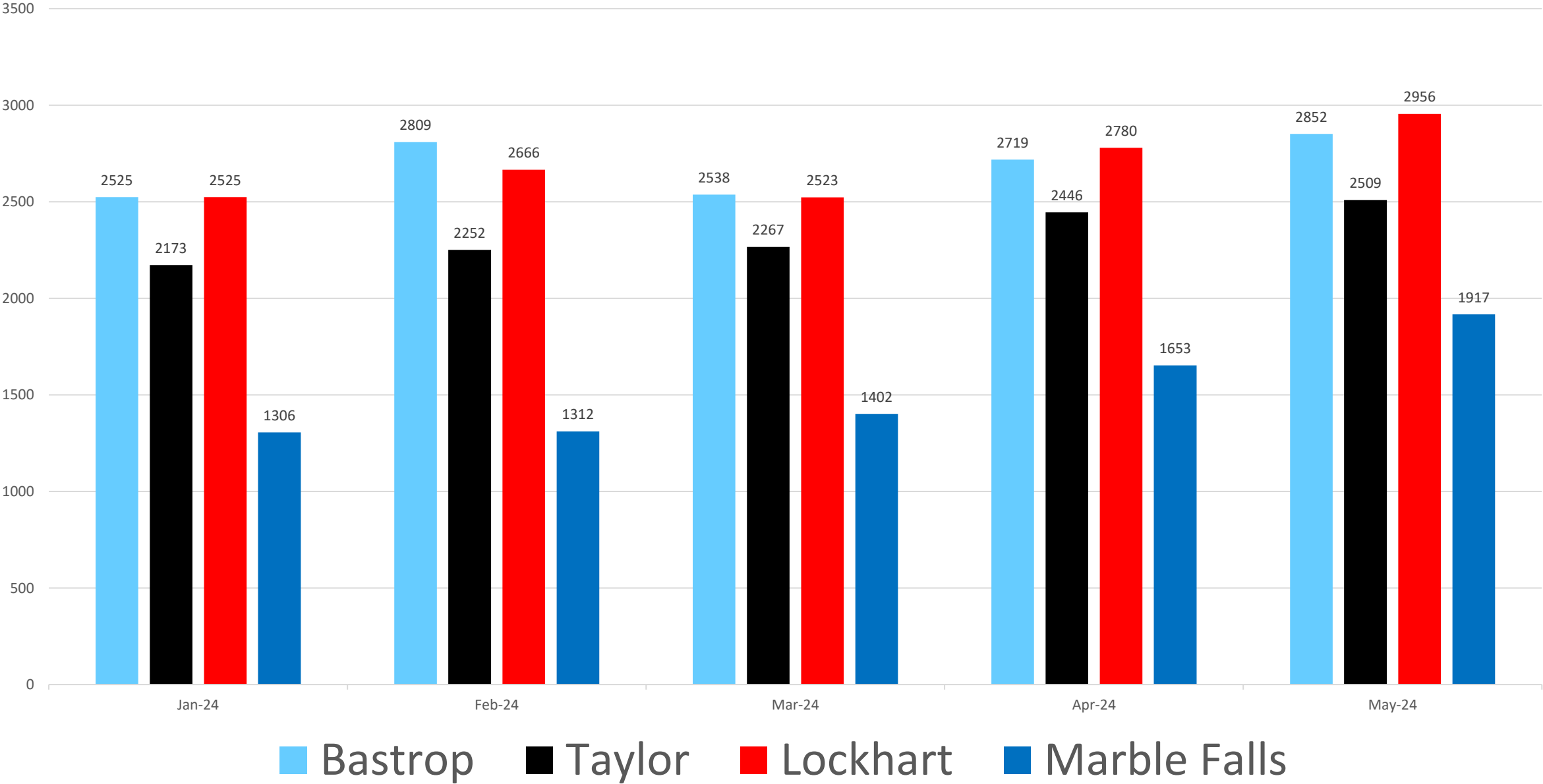
- Set pickup and drop-off locations in CARTS Now app
- Call CARTS Now service line (512)505-5666

CARTS NOW currently operates in Lockhart, Marble Falls, Bastrop and Taylor. We are excited to announce that we will launch in Elgin and La Grange this September!

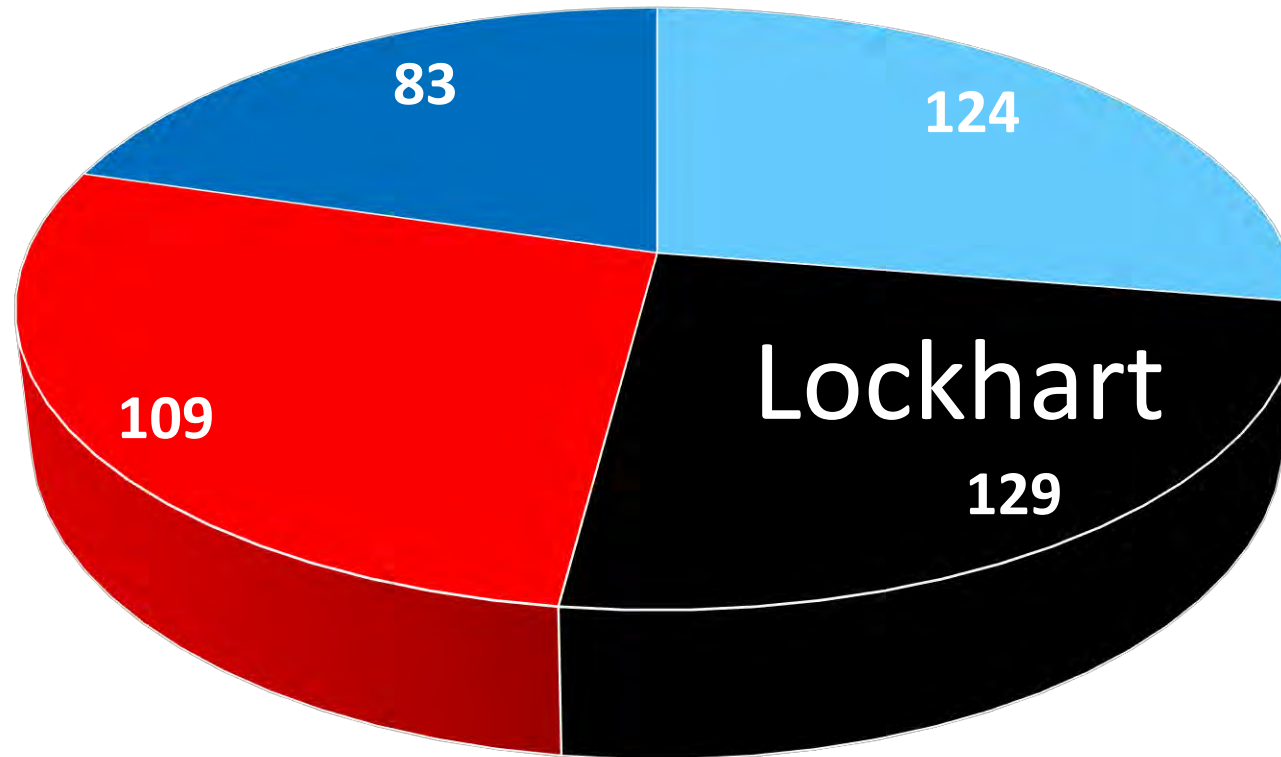




CARTS *NOW* Ridership



Average daily ridership May



■ Bastrop ■ Lockhart ■ Taylor ■ Marble Falls

CARTS NOW FARES



One Way: \$2

All Day Pass: \$6

Monthly Pass: \$88

Half Price Fares

Seniors over 65

Persons with disabilities

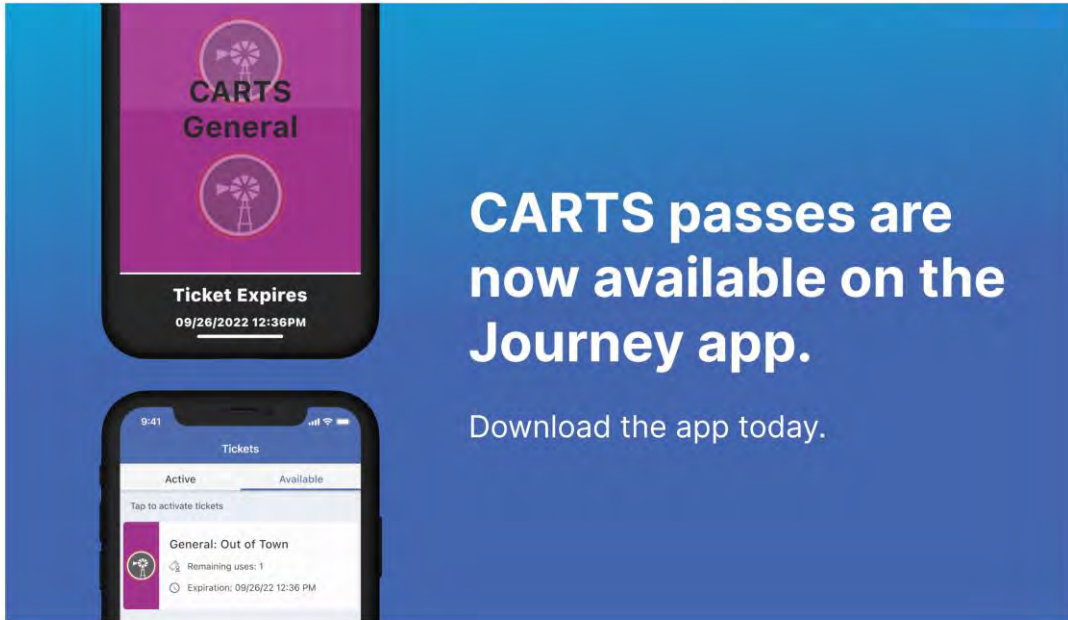
Children under 12 (with an adult)

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

Monthly Pass: \$44

www.ridecarts.com

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



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

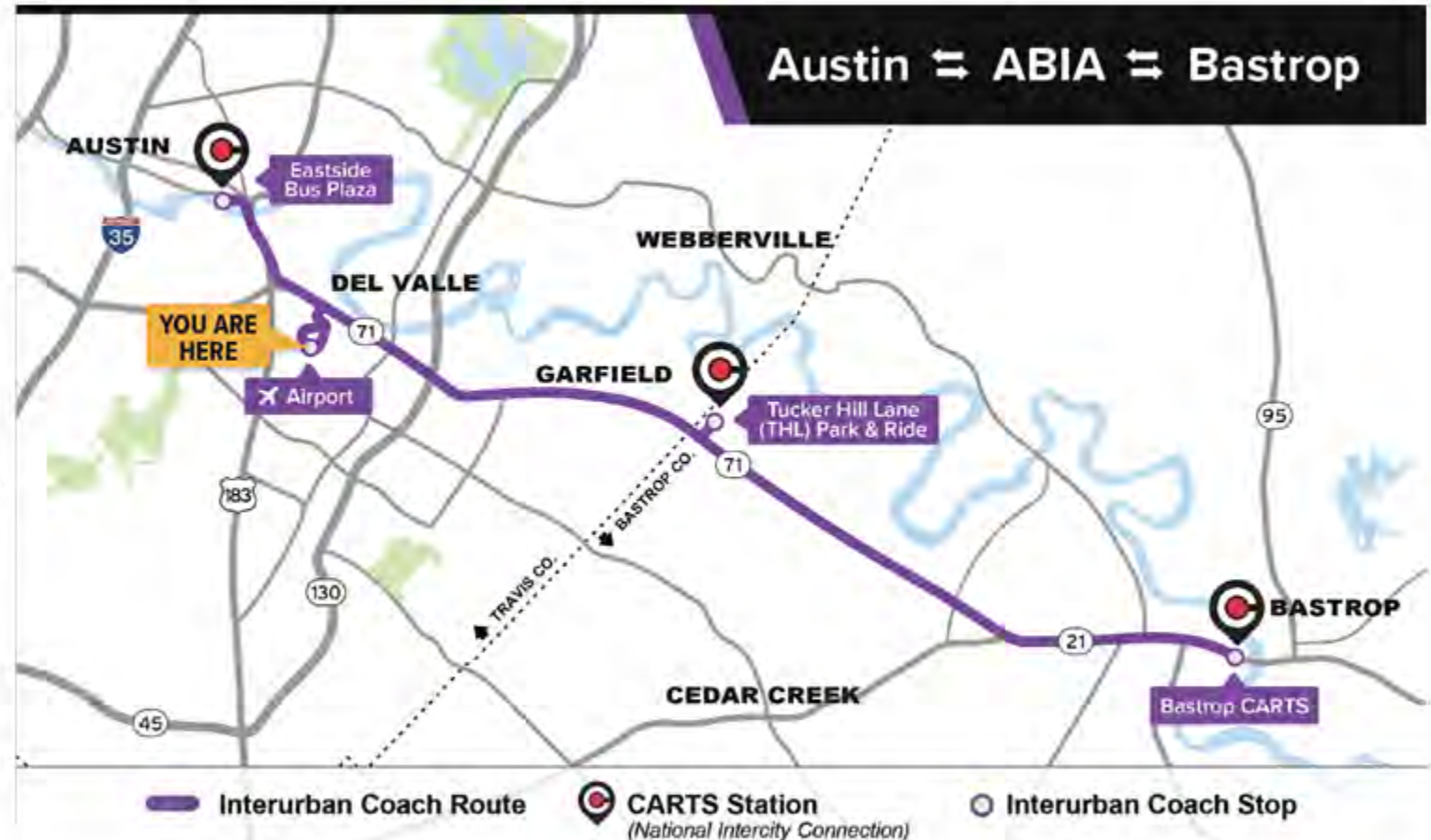
Just before boarding, tap on your pass to activate it. Present your pass to the operator while boarding, and you're off!



Scan the QR code or visit
bytemark.co/journey

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



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



Did you know?

Free rides are available for seniors 60 and over on all CARTS Country Bus services!

You can now enjoy FREE rides on CARTS Country bus services covering Blanco, Burnet, Bastrop, Caldwell, Fayette, Lee, and the rural areas of Hays, Travis, and Williamson counties.



1

Seniors aged 60 and older, along with personal care attendants, can schedule rides at no cost.

2

The call taker will assist you in filling out the eligibility form and booking your trip hassle-free.

3

Whether it's for medical appointments, groceries, or leisure activities, CARTS has you covered.

Take advantage of prebooking for added convenience and stay connected with your community – book your ride today!

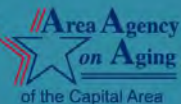


512-478-RIDE (7433)



Countrybus@RideCARTS.com

Funded in part by Texas Human Services and the Older Americans Act of 1965.



¿Sabías?

Hay viajes gratuitos disponibles para ¡Personas mayores de 60 años en todos los servicios de CARTS Country Bus!

Ahora puede disfrutar de viajes GRATUITOS en los servicios de autobús de CARTS Country que cubren los condados de Blanco, Burnet, Bastrop, Caldwell, Fayette, Lee y las áreas rurales de los condados de Hays, Travis y Williamson.



1

Las personas mayores de 60 años o más, junto con los asistentes de cuidado personal, pueden programar viajes sin costo alguno.

2

La persona que atiende la llamada lo ayudará a completar el formulario de elegibilidad y reservar su viaje sin problemas.

3

Ya sea para citas médicas, compras o actividades de ocio, CARTS lo tiene cubierto.

Aproveche la reserva previa para mayor comodidad y manténgase conectado con su comunidad: ¡reserve su viaje hoy!

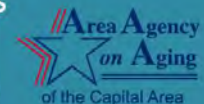


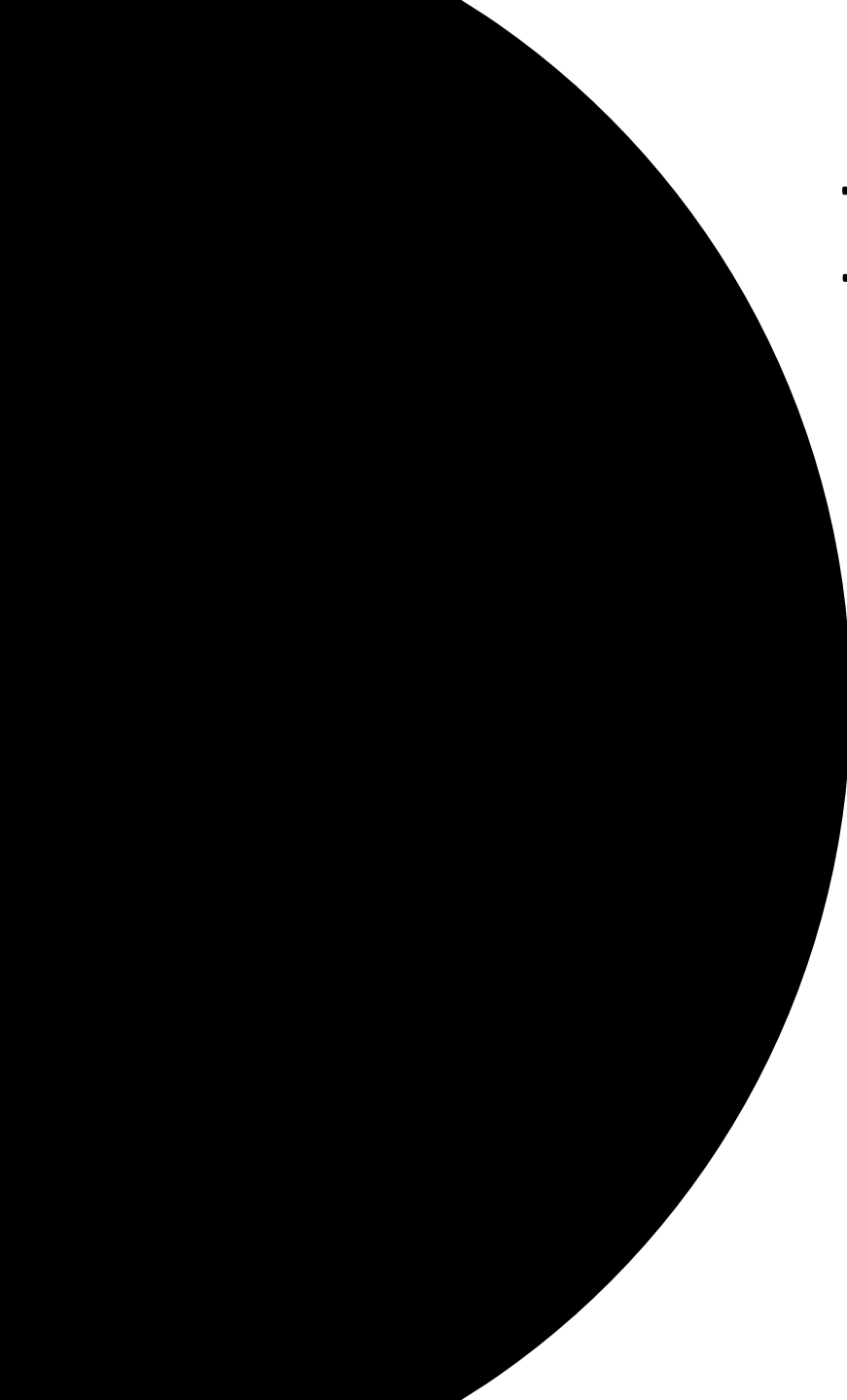
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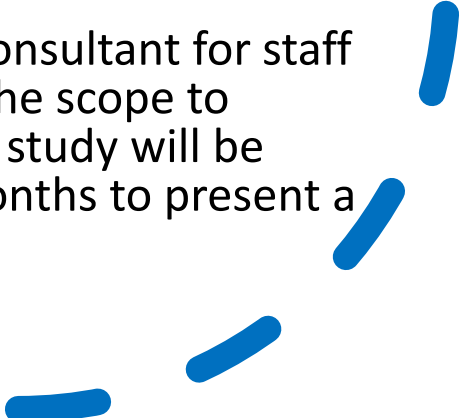
Countrybus@RideCARTS.com

Financiado en parte por los Servicios Humanos de Texas y la Ley de Estadounidenses Mayores de 1965.





Transit Technical Service Program Assistance for Planning of a Transit Center in Lockhart

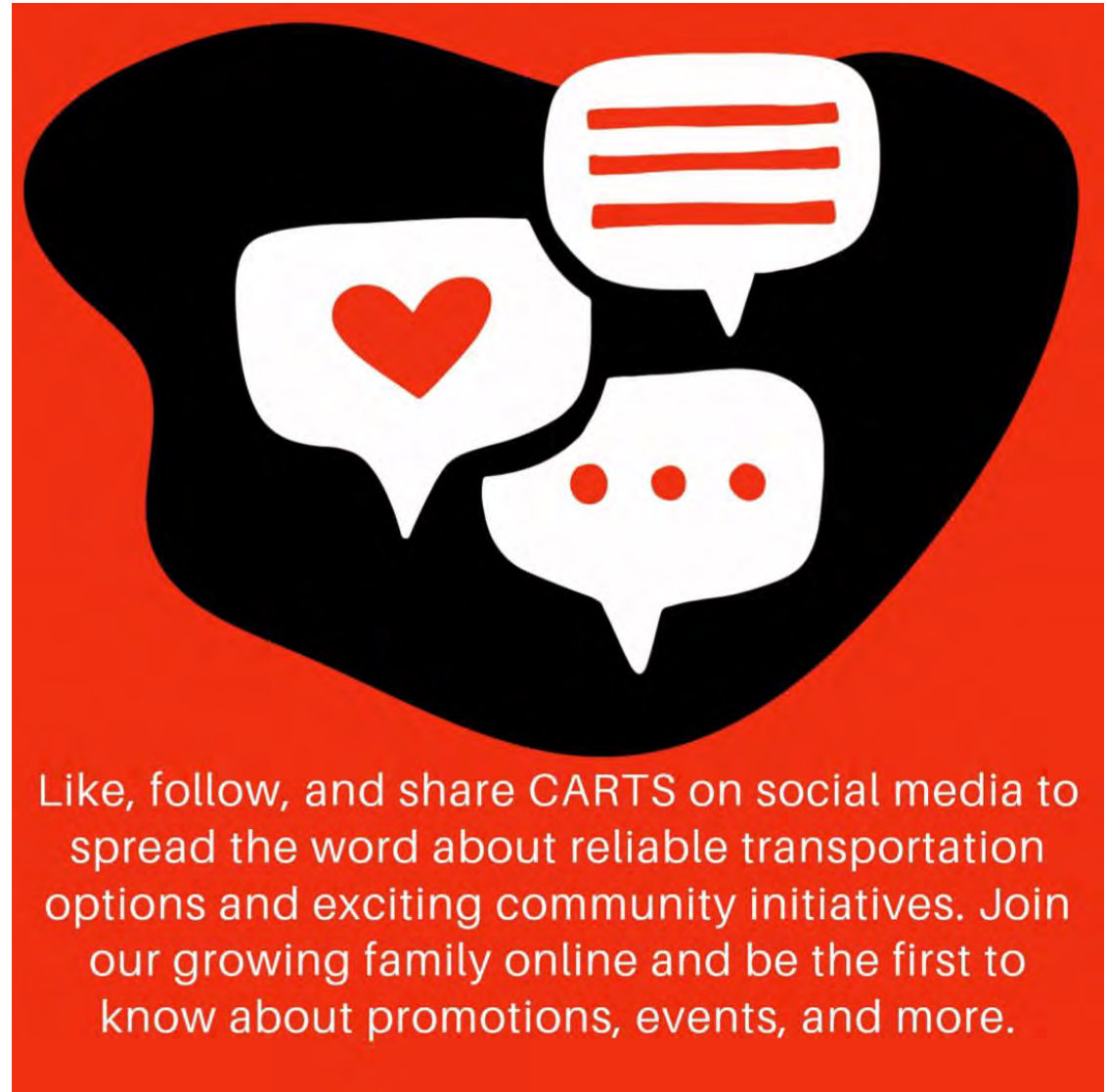
- A second Transit Technical Service Program project request that has been approved by TxDOT is to perform a feasibility analysis for a multimodal station in Lockhart. Staff envisions a report on the feasibility, potential site/land acquisition, initial design parameters/considerations and initial estimation of construction cost. Staff will use this study to apply for funds through the 2024 Project Call by the Capital Area Metropolitan Planning Organization (CAMPO), the TxDOT 2026 Coordinated Call, and/or any other grant opportunities from US DOT.
 - A draft scope of work was submitted by the consultant for staff comment prior to the consultant submitting the scope to TxDOT for their approval. It is anticipated the study will be underway in June with a duration of 3 to 4 months to present a final report.
- 

Help us Spread the word and Sign up for Updates!

Let us know if you can help share
information through:

- Email distribution
- Social Media
- Website
- Newsletters
- Events and Presentations

Follow us on Social Media: @ RideCARTS



Stay in Touch

- Email us: Dana@RideCARTS.com
- Phone: 512-505-5623
- Follow us on social media: @RideCARTS   



Capital Area Rural Transportation System



COUNTRY BUS SCHEDULES

April 2024

COUNTIES SERVED

- BASTROP
- BLANCO
- BURNET
- CALDWELL
- FAYETTE
- HAYS
- LEE
- TRAVIS
- WILLIAMSON



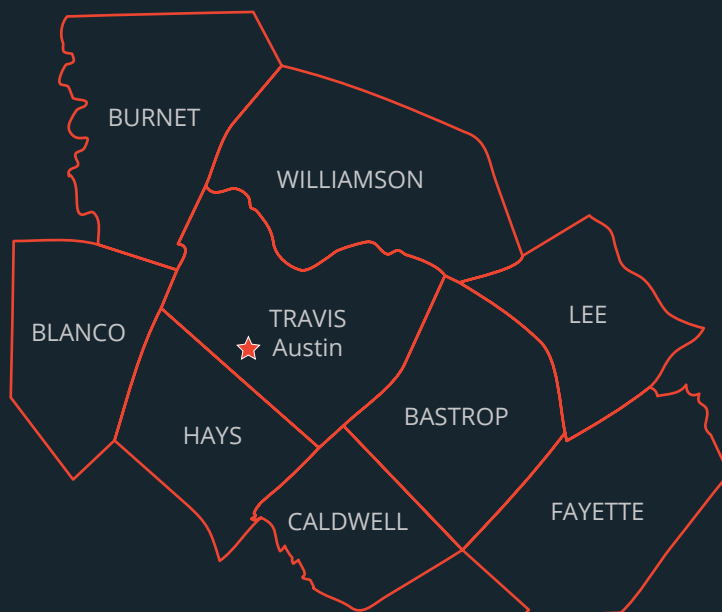
CARTS COUNTRY BUS

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.

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.

**To Schedule your ride call
512 478-RIDE (7433)**

Rides are scheduled Monday thru Friday, 7am to 4pm. 24-hours advance notice is recommended. It's that simple. 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.

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

JOURNEY BY BYTEMARK

CARTS bus passes are now available on your phone. Journey is a streamlined mobile ticketing app for use on public transportation. After creating an account, tap "**Buy Tickets**" 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.

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

CARTS INTERURBAN COACH



The Interurban Coach is a Regional Intercity Route providing connections between Austin, ABIA (Austin-Bergstrom International Airport), Bastrop, Bertram Burnet, Georgetown, Liberty Hill, Lockhart, Luling, Marble Falls, Round Rock, San Marcos, Taylor, Texas State University, La Grange, Giddings, Paige, Smithville, and Elgin. This service also makes connections to Greyhound, FlixBus, Capital Metro and Amtrak.

Registered CARTS customers who ride into Austin on the Interurban Coach routes can schedule a connecting ride on the Grasshopper to their destinations in Austin. Most Country Bus schedules make connections to Interurban Coach Routes.

CARTS GRASSHOPPER SERVICE

CARTS customers who use the Interurban Coach Routes into Austin can schedule a connecting ride from the CARTS Station to medical appointments or other business in Austin. The Grasshopper Service must be booked in advance and passengers 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 traveling to a VA Center).

Connecting rides subject to availability & offered at all CARTS stations.

INTERURBAN COACH ROUTES

- 1510 Interurban Coach IH 35
- 1511 Interurban Coach IH 35
- 1512 Interurban Coach HWY 183
- 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

INTERURBAN COACH FARES

- \$4 One-Way
- \$6 All-Day Pass
- \$88 Monthly Pass

*Reduced Fare: Does Not apply to Interurban Fares.



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

RideCARTS.com

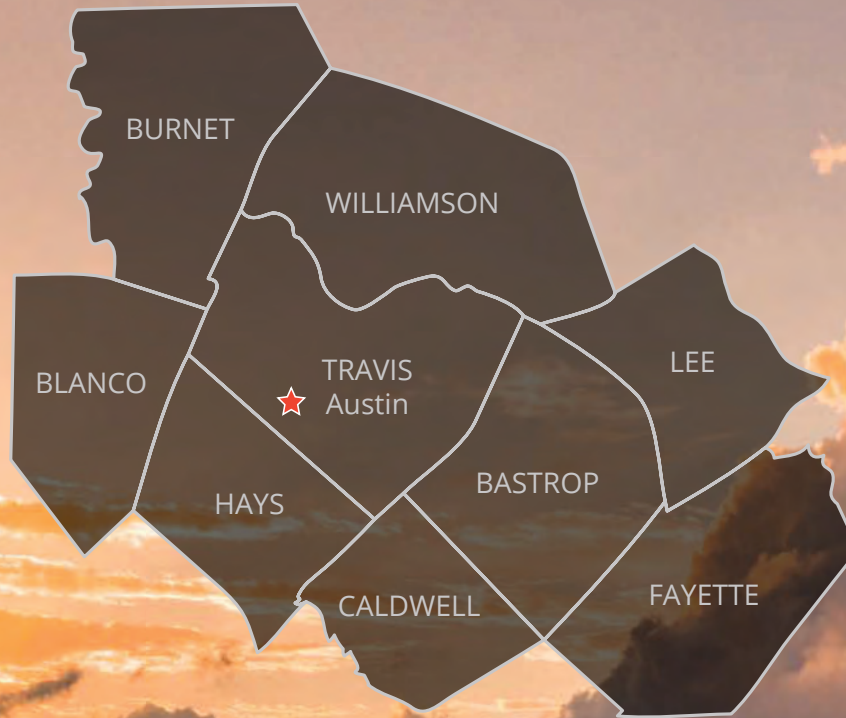
You can access transportation services to Austin through CARTS Interurban Coach, while CARTS *NOW* offers on-demand rides within Lockhart's city limits. For detailed schedules, please visit [RideCARTS.com](https://ridecarts.com).

<i>Community Served</i>	<i>Destination</i>	<i>Route Day</i>	<i>Departure</i>	<i>Return</i>	<i>Fare</i>
City of Lockhart	To: Luling	Mon, Wed, Fri	9:00a	12:00p	\$4.00
	To: San Marcos	Mon, Wed, Fri	8:30a	12:30p 3:30p	\$6.00
	To: Kyle (Seton Medical)	Mon, Wed, Fri	8:00a	12:00p 3:00p	\$6.00
City of Luling	To: Kyle (Seton Medical)	Mon, Wed, Fri	8:00a	12:00p 3:00p	\$6.00
	Local Service	Mon – Fri	8:00a – 4:30p		\$2.00
	To: Lockhart	Mon, Wed, Fri	8:00a	12:30p	\$4.00
	To: San Marcos	Mon, Wed, Fri	8:00a	12:30p 3:30p	\$6.00
Dale	To: San Marcos	Thursday	8:00a	3:00p	\$6.00
Fentress	To: Lockhart	Tuesday	8:00a	3:00p	\$6.00
	To: San Marcos	Wednesday	8:00a	3:00p	\$6.00
Lytton Springs	To: San Marcos	Thursday	8:00a	3:00p	\$6.00
Martindale	To: San Marcos	Tuesday	8:00a	3:00p	\$6.00
Maxwell	To: San Marcos	Tuesday	8:00a	3:00p	\$6.00
Mendoza	To: San Marcos	Thursday	8:00a	3:00p	\$6.00
Neiderwald	To: San Marcos	Thursday	8:00a	3:00p	\$6.00
Prairie Lea	To: Lockhart	Tuesday	8:00a	3:00p	\$6.00
	To: San Marcos	Wednesday	8:00a	3:00p	\$6.00
Reedville	To: San Marcos	Tuesday	8:00a	3:00p	\$6.00
Stairtown	To: Lockhart	Tuesday	8:00a	3:00p	\$6.00
	To: San Marcos	Wednesday	8:00a	3:00p	\$6.00
Uhland	To: San Marcos	Thursday	8:00a	3:00p	\$6.00





Capital Area Rural Transportation System



Phone
(512) 478-7433

Phone
(800) 456-7433

Email
info@RideCARTS.com

Website
RideCARTS.com



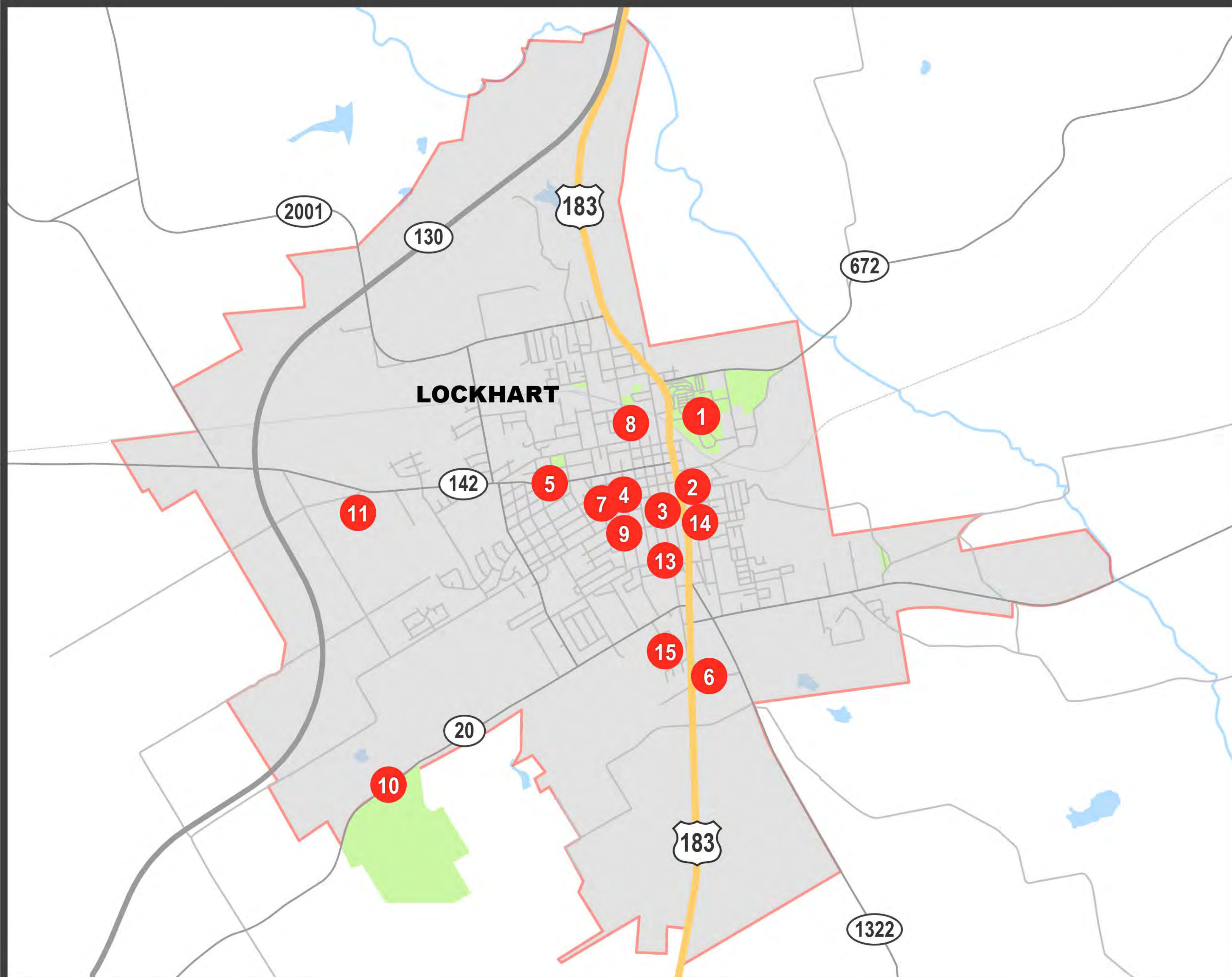
Your new way to get
around *lickety-split*.



Curb-to-curb rides Monday – Friday
7 a.m. – 7 p.m.



RideCARTS.com/NOW • 512-505-5666



Popular Destinations

- | | | | |
|--------------------------------|--|---|--|
| 1 Lockhart City Park | 5 Chisolm Trail Nursing & Rehab Center | 9 Dr. Eugene Clark Library | 13 Combined Community Action - Lockhart |
| 2 Caldwell County Museum | 6 Walmart Supercenter | 10 Lockhart State Park | 14 Ascension Seton Lockhart Health Center Colorado |
| 3 H-E-B | 7 Lockhart City Hall | 11 Lockhart Municipal Court | 15 Greyhound Bus Stop |
| 4 United States Postal Service | 8 Kreuz Market | 12 Combined Community Action - Lockhart | |



CARTS **NOW** RIDE ON-DEMAND

HOW TO RIDE and be on your way *lickety-split*.

1.

SEARCH
CARTS Now
on your phone
App Store.

2.

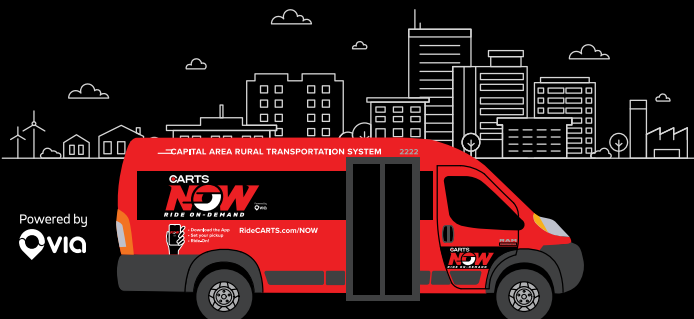
DOWNLOAD
the
CARTS Now
App.

3.

SIGN-UP
enter your credit
or debit card
information.



- Download the App
- Set your pickup
- Ride-On!



RideCARTS.com/NOW

512-505-5666



CARTS **NOW** RIDE ON-DEMAND

CÓMO MONTAR y seguir tu camino *lickety-split*.

1.

BUSCAR
CARTS Now en
la App Store
de su teléfono.

2.

DESCARGE
el CARTS Now
App.

3.

REGISTRESE
ingrese la
información de
su tarjeta de crédito
o débito.



- Descarge el App
- Decida su Recogida
- Listo!



RideCARTS.com/NOW

512-505-5666



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



Powered by
VIA

RideCARTS.com/NOW

512-505-5666

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



INTERURBAN COACH ROUTES

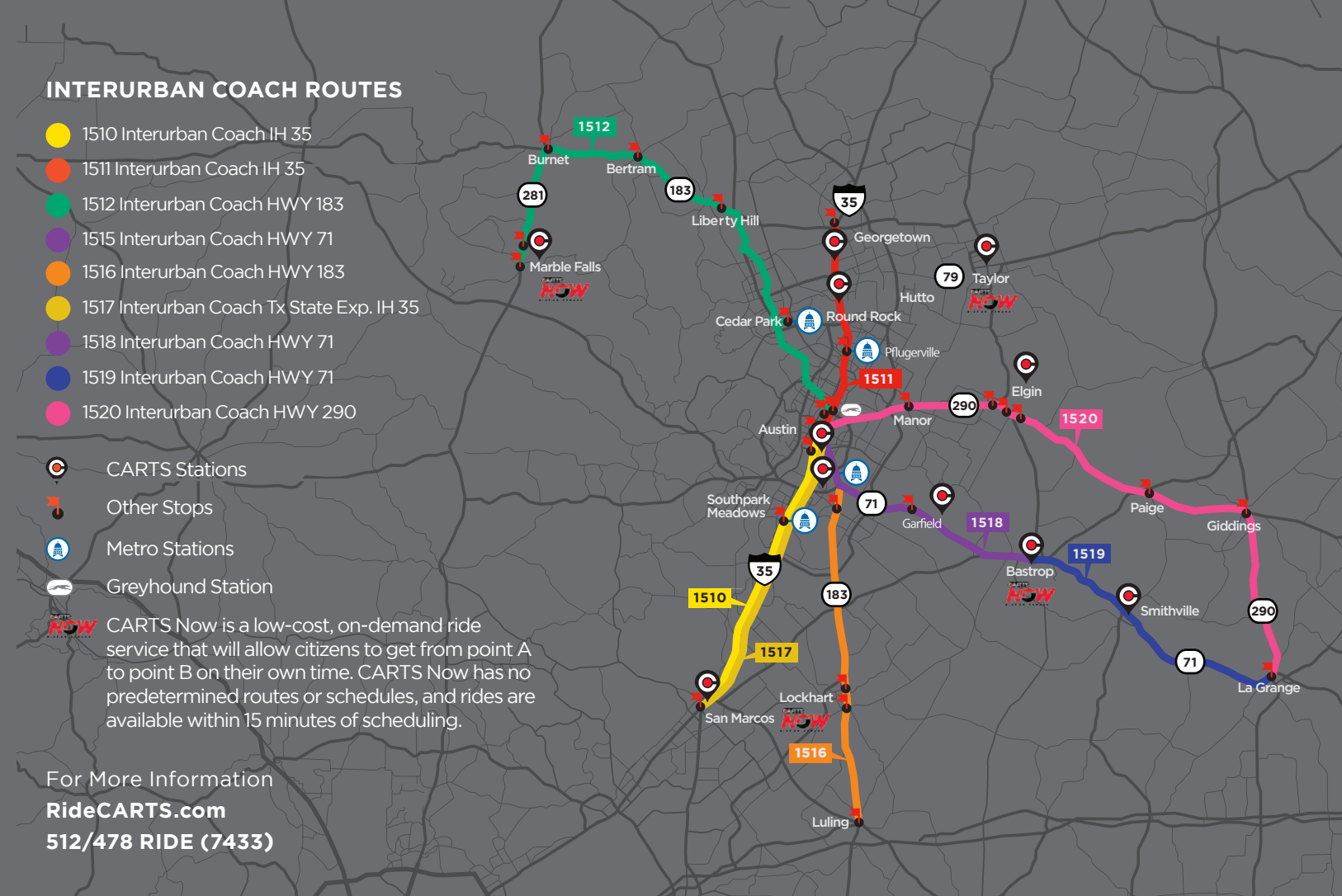
- 1510 Interurban Coach IH 35
- 1511 Interurban Coach IH 35
- 1512 Interurban Coach HWY 183
- 1515 Interurban Coach HWY 71
- 1516 Interurban Coach HWY 183
- 1517 Interurban Coach Tx State Exp. IH 35
- 1518 Interurban Coach HWY 71
- 1519 Interurban Coach HWY 71
- 1520 Interurban Coach HWY 290

- 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)



FARES / TARIFAS

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 dia)

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.

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 in Austin. El servicio Grasshopper 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*	-

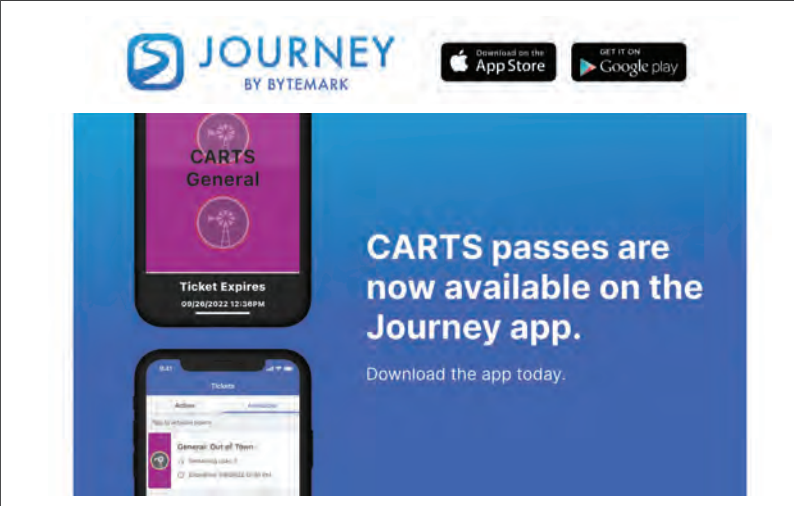
RED ROUTE	MONDAY - FRIDAY	
1511	INTERURBAN COACH NORTH IH 35	

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*



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	-

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: August 20, 2024

AGENDA ITEM CAPTION: Discussion and/or action regarding Interlocal Cooperation Agreement between Lockhart Independent School District and the City of Lockhart regarding School Resource Officers for the 24-25 school year and a proposed First Addendum to the Interlocal Cooperation Agreement to include reimbursement from LISD to the City for SRO special assignment stipend.

ORIGINATING DEPARTMENT AND CONTACT: Police - Gary Williamson

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: This Interlocal Cooperation Agreement (ILA), for the 2024-2025 school year, between the Lockhart Independent School District and the City of Lockhart sets forth guidelines to ensure that Lockhart Police Department and Lockhart ISD have a shared understanding of the role and responsibility of each in maintaining safe schools, and supporting educational opportunities for all students. The agreement details the SRO program structure, services to be provided, general duties and responsibilities, training, financial responsibilities and equipment, and the relationship between the parties. Lockhart ISD approved the 2024-2025 school year ILA on July 22, 2024.

The purpose of the proposed First Addendum to the current ILA is to provide for reimbursement from LISD to the City for the amount of the SRO special assignment stipend paid to SROs. LISD is requesting and will fund the special assignment pay of \$1,000 per month from August 26, 2024 to May 31, 2025. This additional assignment pay shall cease at the end of the school year, May 31, 2025. This pay is in addition to their normal assignment pay of \$200 per month.

This addendum is expected to be considered by the LISD Board soon. Amendments to Ordinance 2024-21 will be considered on a separate agenda item which follows.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): If approved, the temporary increase in special assignment stipend expense will be offset by additional revenue to the General Fund received from Lockhart ISD for SRO services. Request for reimbursement as outlined in the SRO Interlocal

City of Lockhart, Texas

Council Agenda Item Cover Sheet

Cooperation Agreement will be submitted to LISD at the end of the 2024-2025 school year.

PREVIOUS COUNCIL ACTION: None.

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends approval of the Interlocal Cooperation Agreement between Lockhart Independent School District and the City of Lockhart regarding School Resource Officers for the 24-25 school year and the proposed First Addendum to the Interlocal Cooperation Agreement to include reimbursement from LISD to the City for SRO special assignment stipend as presented.

LIST OF SUPPORTING DOCUMENTS: Interlocal Cooperation Agreement: SRO School Year 24-25, 1st ADDENDUM TO ILA - COL & LISD for SRO 24-25

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN
LOCKHART INDEPENDENT SCHOOL DISTRICT and the CITY OF LOCKHART**

This Interlocal Cooperation Agreement ("Agreement") is made and entered into by and between Lockhart Independent School District ("Lockhart ISD"), a political subdivision acting through its Board of Trustees, and the City of Lockhart (hereinafter referred to as "the City"). Collectively, Lockhart ISD and the City may be referred to as the "Parties."

PREMISES

WHEREAS, Chapter 791 of the Texas Government Code, as amended, entitled Interlocal Cooperation Contracts, authorizes contracts between political subdivisions for the performance of governmental functions and services;

WHEREAS, Lockhart ISD is a public school district with campuses located within the jurisdictional boundaries of the City where the City presently provides law enforcement services;

WHEREAS, Lockhart ISD and the City each find that contracting for and with respect to the governmental services described herein will result in increased efficiency, economy, and enhanced public safety for the constituents of both Lockhart ISD and the City;

WHEREAS, Lockhart ISD and the City warrant that both possess adequate legal authority to enter into this Interlocal Agreement and their respective governing bodies have authorized each signatory official to enter into this Agreement and bind the local governments to the terms of this Agreement and any subsequent amendments hereto;

NOW THEREFORE, in consideration of the mutual covenants and agreements of the Parties, it is agreed as follows:

**Article 1 LEGAL AUTHORITY AND
PURPOSE**

- 1.1 The legal authority for the City of Lockhart and the Lockhart Independent School District to enter into this agreement is the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The purpose, terms, rights, and duties of the parties are stated below.
- 1.2 The purpose of this Agreement is to set forth guidelines to ensure that Lockhart Police Department ("LPD") and Lockhart ISD have a shared understanding of the role and responsibility of each in maintaining safe schools, improving climate, and supporting educational opportunities for all students.
- 1.3 The mission of the SRO program is to place a community law enforcement officer in the Lockhart ISD campuses to build working relationships with schools, students, and parents; to address on-site security; to maintain safe schools; to serve as a positive role-model for students

and to provide a direct link with the LPD.

Article 2 SRO PROGRAM **STRUCTURE**

- 2.1 Under this framework, the SROs are first and foremost law enforcement officers for the City of Lockhart. The SROs shall be responsible for carrying out all duties and responsibilities of a law enforcement officer and shall remain at all times under the control, through the chain of command, of the Lockhart Police Department (the LPD). School officials should ensure that non-criminal student disciplinary matters remain the responsibility of school staff and not the SROs. Enforcement of the Student Code of Conduct is the responsibility of teachers and administrators. The SROs shall refrain from being involved in the enforcement of disciplinary rules that do not constitute violations of law, except to support staff in maintaining a safe school environment.
- 2.2 Although the SROs have been placed in a formal educational environment, the SROs retain official duties of law enforcement officers. The SROs shall intervene when it is necessary to prevent any criminal act or maintain a safe school environment. Citations shall be issued and arrests made when appropriate and in accordance with Texas law and LPD policy. The SROs or the LPD will have the final decision on whether criminal charges shall be filed. The LPD reserves the right to temporarily remove the SROs in the event that additional officers are needed during a critical incident, natural disaster or for immediate service of public safety.
- 2.3 The SROs are not formal counselors or educators, and will not act as such. However, with the agreement of the LPD, the SROs may be used as a law enforcement resource to assist students, faculty, staff, and all persons involved with the school. The SROs can be utilized to help instruct students and staff on a variety of subjects, ranging from alcohol and drug education to formalized academic classes. The SROs may use these opportunities to build rapport between the students and the staff.
- 2.4 The SROs will confer with the principal, as needed, to develop plans and strategies to prevent and/or minimize dangerous situations and criminal activity on or near the campus or involving students at school-related activities.
- 2.5 The SROs will notify the campus principal if it is necessary for them to be out-of-district during regular school hours during non-emergency situations.

Article 3 SERVICES TO BE **PROVIDED**

The City, through its Police Department, will be responsible for the following:

- 3.1. Providing police officers licensed by the State of Texas for service as school resource officer (SROs) to be assigned to the Lockhart High School, Lockhart Junior High School, and District-wide Supervisor for the 2024-2025 school year.

- 3.2. SROs will be assigned on a full-time basis, forty (40) hours each work week, according to the daily schedules agreed upon by the Parties, less any scheduled vacation time, sick time, training time, court time, or any other law enforcement related activity, including emergencies.
- 3.3 The Parties acknowledge the importance of having the same SROs present in Lockhart ISD on a day-to-day basis in order to promote continuity and familiarity with Lockhart ISD and its students. To that end, the Parties agree that every effort should be made to schedule and/or designate the SROs vacation days, compensatory time, and other days off at times when school is not in session or at other times when the SROs' absences will not otherwise create an unnecessary risk or hamper school operations. The SROs will coordinate vacation hours with the principal of the school to which each SRO is assigned.
- 3.4 Should any officer assigned as an SRO during the active school year be absent for more than two consecutive school days, the LPD shall notify principal of the campus to which the SRO is assigned with the name of the officer substituting during the absence. Lockhart ISD must approve of the officer who is assigned as a substitute.
- 3.5 The SROs shall follow the policies and procedures of Lockhart ISD to the extent those policies do not conflict with the policies and procedures of the City or LPD.
- 3.6 The SROs will coordinate and cooperate with the Lockhart ISD Superintendent and other Lockhart ISD administrative staff in carrying out their day-to-day duties as SROs. The City retains final authority over the SROs' law enforcement responsibilities. The SROs may, however, take the school's wishes into consideration, as the officer deems appropriate.
- 3.7 The duties, schedule, and responsibilities of SROs on days when school is not in session shall be determined solely at the discretion of the LPD.
- 3.8 **SROs DUTIES:** The ultimate goal of the SRO is to maintain a peaceful environment that allows the learning process to continue uninterrupted. The duties to be performed by the SROs include, but are not limited to, the following:
- a. Establish a bond and act as liaison between the LPD and school administrators and student in an effort to reduce or eliminate the opportunity for crime, project a positive image of the LPD and improve the quality of life within the school and community.
 - b. Patrolling areas within or in the vicinity of the geographical boundaries of Lockhart ISD to protect all students, personnel, and visitors.
 - c. Being a visible presence during the school day in order to assist the Lockhart ISD administration with general public safety services during school hours.
 - d. Helping Lockhart ISD administrators maintain the peace and/or address a breach of the peace as needed.

- e. Engaging in all law enforcement activities arising from the enforcement of criminal laws or Lockhart ISD policies and rules, including, but not limited to, intervening in and investigating alleged crimes or violations of Lockhart ISD rules, issuing citations, transporting arrested persons, completing follow-up activities, filing of affidavits and complaints, and participating in legal proceedings resulting from the law enforcement services provided in accordance with this Agreement. However, violations of Lockhart ISD policies and rules that are strictly personnel matters and non-criminal in nature will only be assigned to the SROs for investigation at the specific direction of the Lockhart ISD Superintendent.
- f. Responding to calls for services during the course of the regular school day or when serving in support of an official Lockhart ISD extracurricular or after-school activity.
- g. Assisting in providing security as needed for after-hour activities and events taking place at Lockhart ISD facilities.
- h. Mediating disputes on campus, including working with students to help solve disputes in a non-violent manner.
- i. Accompanying outside service providers during random canine searches conducted on Lockhart ISD property.
- j. Preventing property loss due to theft or vandalism.
- k. Providing traffic control as needed.
- l. Assisting Lockhart ISD with its Emergency Operation Plan.
- m. Assisting with school safety projects, scheduling and maintaining emergency drills, emergency response, and after-action reviews within Lockhart ISD.
- n. Providing training for staff as requested by the Lockhart ISD Superintendent.
- o. Serving as a resource for law enforcement education at the request of the Lockhart Superintendent, such as speaking to classes on the law, search and seizure, drugs, or motor vehicle laws.
- p. Maintaining the confidentiality of student records as required by the Family Educational Rights and Privacy Act. The SROs shall not disclose to the City or the LPD any other third party education records of a student which the SROs obtain by virtue of the SROs' position with the school unless such information is obtained by the SROs in the course and scope of performing their duties in accordance with this Agreement. The SROs shall not provide student education records to other law enforcement agencies informally for external investigations.

- q. Preparing reports and documentation related to events occurring within the geographic boundaries of the City of Lockhart.
- r. Participate, as necessary or requested by the District, in District or campus Threat Assessment Teams, as described by Texas Education Code§ 37.115.
- s. Performing other duties that may be assigned from time to time by Lockhart ISD, provided that the duty is legitimately and reasonably related to the services as described herein and is consistent with Federal and State law, local ordinances and orders, laws applicable to Lockhart ISD, Lockhart ISD's policies, procedures, rules, or regulations relating to the subject matter of this Agreement, and the policies, procedures, rules, and regulations of the City.

3.9 When the SROs take a person into custody in the course of performing their duties on behalf of Lockhart ISD under this Agreement, Lockhart ISD shall receive notification of the incident from the City within the timeframe required by law and of the disposition of the individual to the extent allowed by law.

3.10 **REPORTING DUTIES:** Lockhart ISD and LPD shall maintain records of every campus-based incident resulting in police involvement. The records shall be disaggregated by:

- Description of the incident
- Names of the officials involved
- Name of student involved
- Manner in which the LPD was notified
- Searches/questioning of students
- Tickets, citations, or summonses issued
- Arrests made
- Filing of delinquency petitions, referrals to a probation officer, and other referrals to the juvenile justice system, and
- Any police action the SRO took relative to the offense.

Data shall also be disaggregated by:

- Race
- Ethnicity
- Age
- Grade
- Gender
- Disability
- English-language learner status, and
- Economically disadvantaged status.

3.11 If it is necessary to question or interview a student at school for any purpose other than a child abuse investigation, the SROs will contact the campus principal of the student's campus. The principal will:

- a. Verify and record the identity of the officer or other authority and request an explanation of the need to arrest the student at school.
 - b. Make reasonable efforts to notify the student's parents or other person having lawful control of the student. If the SRO/designee raises criminal allegations against the student's family members, campus administration will be prohibited by the SRO/designee to notify parents/family members.
 - c. The principal or a designee ordinarily shall be present during the questioning or interview. If the interviewer presents what the principal considers to be a valid objection to a third party's presence, the interview shall be conducted without that person's presence.
- 3.12 If a student at school is arrested or taken into custody by an SRO, the principal shall immediately notify the Lockhart Superintendent and ordinarily notify the parent or other person having lawful control of the student. If the SRO raises what the principal considers to be a valid objection to notifying the parent at that time, the principal shall not notify the parent.
- 3.13 The School District and the LPD agree that canine contraband services will be conducted by a LPD Narcotic Drug Detection Dog. The Canine Handler will coordinate with campus administration and the SRO to plan dates for the canine searches. The School District and LPD agree to conduct ten (10) searches throughout the school year for the School District. Additional Narcotic Drug Detection Dog searches will be conducted by LPD at a cost of one hundred and fifty dollars per search, not to exceed 20 additional searches and to be billed monthly. The procedures for the searches will be determined by the LPD, with input from the School District.

Article 4

GENERAL DUTIES AND RESPONSIBILITIES

- 4.1 The City agrees to perform any obligations required to maintain the SROs as commissioned law enforcement officers with full Texas peace officer status; including but not limited to, providing the SROs with any and all continuing training necessary to maintain their TCLEOSE certification.
- 4.2 The SROs assigned to Lockhart ISD shall be subject to the approval of the Lockhart ISD Superintendent and LPD. Lockhart ISD understands that the City or LPD may rotate or change any officer assigned to serve as an SRO; provided, however, that Lockhart ISD may refuse any particular officer assigned as an SRO and request assignment of a different officer.
- 4.3 Any properly licensed officer providing SRO services under this Agreement shall be vested with powers, privileges, and immunities of a peace officer within all territory contained in the boundaries of Lockhart ISD and while on any property under the control and jurisdiction of Lockhart ISD or otherwise in the performance of his/her duties under the guidelines of Lockhart ISD policies and regulations.

- 4.4 The City will authorize the SROs to carry a weapon and act as a peace officer at all times, so long as the officer is acting under his/her official capacity. Likewise, Lockhart ISD specifically authorizes each SRO to carry a weapon in performing services at all schools and property within Lockhart ISD. When not on duty as SROs, the officers' rights to carry a firearm will be governed by provisions and rules set forth by TCOLE and the City and District Policies CKE (Legal) and GKA (Legal).
- 4.5 As City employees, any disciplinary action taken against the SROs shall follow the policy and procedure set forth in the employee handbook of the City.
- 4.6 Lockhart ISD will report all required student misconduct to the City in accordance with Texas Education Code § 37.015. The City will make all reports regarding students as required by Texas Code of Criminal Procedure Art. 15.27.
- 4.7 Subject to its obligations under the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, Lockhart ISD agrees to provide the SROs with (a) unrestricted access to student and personnel records as necessary for the investigation of criminal offenses that occur on school property or in conjunction with a school event or activity, to collect certain incident-based data, or to ensure the safety and security of school campuses or events, and (b) unrestricted access to technology installed at Lockhart ISD, including surveillance cameras, to provide for safety and security. SROs shall be designated as "school officials" under Lockhart ISD Policy FL (local) for purposes of access to student records to enable the SROs to perform the duties set out in this Agreement.
- 4.8 The Parties shall each monitor, review and provide oversight and supervision of the services as they are provided and each agree to notify the other as soon as reasonably possible in the event the level or quality of any scheduling, operating, service or performance issue becomes unsatisfactory.
- 4.9 The Parties recognize that the services to be provided by the City may be limited to the extent that said services conflict with or compromise the City's ability to provide effective law enforcement services to the City generally; and, should a conflict arise between the policies of Lockhart ISD and the City, the City policy shall prevail. The Parties agree to work in good faith to resolve conflicts with their best reasonable efforts; however, should such conflicts occur which prevent the City from meeting its obligations under this Agreement, the City acknowledges such conflict constitutes good cause to terminate the Agreement.
- 4.10 The Parties agree that they will use their best reasonable efforts to coordinate media relations pertaining to law enforcement incidents and investigations occurring pursuant to this Agreement prior to the release of information whenever possible. Information will only be released by a Party in accordance with established law and its existing policies and procedures.
- 4.11 Nothing in this Agreement prevents Lockhart ISD from continuing its practice of hiring off-duty police officers to provide security at sporting events, after-hour activities, or other events. This Agreement shall not govern off-duty peace officers hired for these purposes.

Article 5
TRAINING

- 5.1 All SROs placed with the District shall complete the education and training program required by Section 1701.263, Texas Occupations Code. Such training must be completed with 120 days of placement at the District.
- 5.2 All SROs placed with the District shall complete an active shooter response training program approved by the Texas Commission on Law Enforcement in accordance with Texas Education Code § 37.0812(a).
- 5.3 All SROs placed with the District shall complete a Texas Education Agency-approved training on the use of a bleeding control station in accordance with Texas Education Code § 38.030(b)(3)(B).

Article 6
FINANCIAL RESPONSIBILITIES & EQUIPMENT

- 6.1 The City shall provide the SROs with all wages, salaries, or other compensation, and benefits of similarly-situated and classified employees of the City. The City shall also be directly responsible for the payment of all payroll taxes, bond costs, retirement contributions, overtime, social security taxes, if any, and all other payroll expenses.
- 6.2 Lockhart ISD will be responsible for reimbursing the City at the end of school year for the SRO's salary and benefits as the approved school calendar of student in person learning plus two additional days as set out in Exhibit A. In addition, Lockhart ISD will be responsible for reimbursing the City of Lockhart at the end of the school year for the police supervisor's salary and benefits for 100% of approved school calendar plus two additional days. Lockhart ISD agrees to reimburse the City of Lockhart for the cost of two vehicles as detailed in Exhibit A and the cost for uniform and equipment for two officers as detailed in Exhibit A.
- 6.3 The City shall keep and maintain accurate records of dates of service and the hours served by the SROs. The City shall be responsible for calculating and documenting the charge for services rendered pursuant to this Agreement. With 48-hour notice, the City shall promptly provide Lockhart ISD with access to all time calculation records maintained by the City for any SRO services provided pursuant to this Agreement.
- 6.4 Overtime hours that relate to SRO duties must be authorized and approved by the Lockhart ISD Superintendent prior to the performance of the overtime work and will be paid in accordance with procedures established by the City. The Parties acknowledge that emergency situations or unscheduled events may require overtime hours for the SROs without advanced notice. Should such emergency or unplanned event occur, the SROs shall notify the Superintendent the next work day, or as soon as practicable. Excluding emergencies and unplanned events, if the SROs fail to obtain such permission for overtime hours, the City will be responsible for the costs of any overtime compensation to the SROs.

- 6.5 Lockhart ISD will pay for any additional SRO training that Lockhart ISD may require unrelated to TCOLE training requirements.
- 6.6 The Parties agree to provide the following equipment and materials to the SROs:
- a. The City shall furnish the SROs with all equipment routinely assigned to law enforcement personnel who serve the City. The City will maintain and service all equipment used by the SROs in providing services to Lockhart ISD. Equipment includes, but is not limited to, uniforms, computers and computer equipment, firearms, radios, and all other devices used by the City law enforcement personnel in the performance of their duties. City will also provide a fully equipped patrol car to each SRO.
 - b. Lockhart ISD will provide the SROs with office space on school property, a telephone, computer, and other office equipment to perform duties under this Agreement, and as mutually agreed by the Parties. Lockhart ISD will provide the SROs with a map and personnel roster for each campus and Central Office.
 - c. The Lockhart ISD will provide the SROs with access to its facilities as needed to conduct law enforcement business regarding the securing of evidence in crimes and interviewing individuals in connection with a criminal investigation into crimes conducted on school property on in conjunction with a school event or activity.

Article 7

RELATIONSHIP BETWEEN THE PARTIES

- 7.1 Notwithstanding any provision to the contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by governmental entities. The relationship of Lockhart ISD and the City shall, with respect to that part of any service or function undertaken as a result of or pursuant to this Agreement, be that of independent contractors.
- 7.2 Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship.
- 7.3 Officers employed by the City and assigned by the LPD to serve as SROs at Lockhart ISD are and will remain City employees.
- 7.4 The City shall have no liability whatsoever for or with respect to Lockhart ISD's use of any Lockhart ISD property or facility, or the actions of, or failure to act by, any employees, subcontractors, agents or assigns of Lockhart ISD. Lockhart ISD covenants and agrees that:

- a. Lockhart ISD shall be solely responsible, as between Lockhart ISD and the City and the agents, officers and employees of the City, for and with respect to any claim or cause of action arising out of or with respect to any act, omission, or failure to act by Lockhart ISD or its agents, officers, employees, and subcontractors, while on Lockhart ISD property or while using any Lockhart ISD facility or performing any function or providing or delivering any service undertaken by Lockhart ISD pursuant to this Agreement.
 - b. For and with respect to the services to be provided by the City to Lockhart ISD pursuant to this Agreement, Lockhart ISD hereby contracts, covenants, and agrees to obtain and maintain in full force and effect, during the term of this Agreement, a policy or policies of insurance, or risk pool coverage, reasonably expected to insure Lockhart ISD and its agents, officers, and employees from any and against any claim, cause of action or liability arising out of or from the action, omission, or failure to act by Lockhart ISD, its agents, officers, employees, and subcontractors in the course of their duties.
- 7.5 Lockhart ISD shall have no liability whatsoever for or with respect to the City's use of any City property or facility, or the actions of, or failure to act by, any employees, subcontractors, agents, or assigns of the City. The City covenants and agrees that:
 - a. The City shall be solely responsible, as between the City and Lockhart ISD and the agents, officers, and employees of the Lockhart **ISD**, for and with respect to any claim or cause of action arising out of or with respect to any act, omission, or failure to act by the City or its agents, officers, employees, and subcontractors, while on the City's property or while using the any of the City's facilities or performing any function or providing or delivering any service undertaken by the City pursuant to this Agreement.
 - b. For and with respect to the services to be provided by the City to Lockhart **ISD** pursuant to this Agreement, the City hereby contracts, covenants, and agrees to obtain and maintain in full force and effect, during the term of this Agreement, a policy or policies of insurance, or risk pool coverage, in the amounts sufficient to insure the City and its agents, officers, and employees from and against any claim, cause of action, or liability arising out of or from the action, omission, or failure to act by the City, its agents, officers, employees, and subcontractors in the course of their duties.
- 7.6 It is specifically agreed that, as between the Parties, each party to this Agreement shall be individually and respectively responsible for responding to, dealing with, insuring against, defending, and otherwise handling and managing liability and potential liability pursuant to this Agreement.
- 7.7 Each party hereto reserves and does not waive any immunity or defense available to it at law or in equity as to any claim or cause of action whatsoever that may arise or result from the services provided and/or any circumstance arising under the Agreement. Neither Lockhart ISD nor the City waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas on behalf of itself, its trustees, council members, officers, employees, and agents.

- 7.8 No term or provision of this Agreement shall benefit or obligate any person or entity not a party to it. This Agreement shall not be interpreted nor construed to give to any third party the right to any claim or cause of action, and neither the City nor Lockhart ISD shall be held legally liable for any claim or cause of action arising pursuant to, or out of the services provided under, this Agreement except as specifically provided herein or by law. The Parties hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release, or other consideration under this Agreement.
- 7.9 Nothing in this Agreement shall be deemed to extend, increase or limit the jurisdiction or authority of any of the City or Lockhart ISD except as necessary to implement, perform and obtain the services and duties provided for in this Agreement. Save and except only as specifically provided in this Agreement, all governmental functions and services traditionally provided by Lockhart ISD, and all governmental and proprietary functions and services traditionally provided by the City, shall be and remain the sole responsibility of each such party.

Article 8
TERM

- 8.1 The initial term of this Agreement shall commence on August 1, 2024, and continue through June 30, 2025, and shall automatically renew for an annual term commencing on August 1st, thereafter, unless terminated earlier, in writing, by either party.
- 8.2 If the City wishes to renew this Agreement subject to a change in Lockhart ISD's annual payment for the SROs' salaries and related costs, the City shall provide Lockhart ISD with written notice of that requested change, including a revised Summary of Calculations for Costs, no later than April 1st of the calendar year. Unless Lockhart ISD notifies the City in writing of its agreement to the change in annual payment by June 15th, the Agreement between the City and Lockhart ISD shall terminate at the end of the term.
- 8.3 After the initial annual term of this Agreement, Lockhart ISD and the City will agree on the annual amount payable for the SROs' salaries and related costs by executing an agreed upon Summary of Calculations for Costs.
- 8.4 This Agreement may be terminated at any time by either Party, without cause, by giving the other party a minimum of sixty (60) days written notice of its intention to terminate, such notice to be delivered by hand or U.S. Certified Mail to the other party.
- 8.5 This Agreement may be terminated by either Party, for cause, by the giving the other party a minimum of thirty (30) days written notice of its intention to terminate, such notice to be delivered by hand or U.S. Certified Mail to the other party.
- 8.6 In the event the Parties are unable to reach a mutual agreement on the terms of the Memorandum of Understanding described in Article 3 above by August 1st of the annual term, any Party will have cause to terminate its participation in the Interlocal Agreement by giving the other Parties a minimum of thirty (30) days written notice of its intention to terminate, such notice to be delivered by hand or U.S. Certified Mail to the other party.
- 8.7 Termination will not relieve Lockhart ISD of its obligation to pay the City for any amounts due and payable for services performed prior to termination. Lockhart ISD is not obligated for any costs or payments that accrue after the termination of this Agreement.

ARTICLE 9
NOTIFICATIONS

- 9.1 All correspondence and communications regarding this Agreement shall be directed to:

CITY OF LOCKHART
Attn: Chief of Police

LOCKHART INDEPENDENT SCHOOL DISTRICT
Attn: Superintendent of Schools

- 9.2 Notices provided pursuant to this Agreement must be in writing and hand-delivered or sent by certified mail, return receipt requested.

ARTICLE 10
MISCELLANEOUS PROVISIONS

- 10.1 If any portion of this Agreement shall be deemed void or invalid, the remaining portions of the Agreement shall continue in full force and effect.
- 10.2 This Agreement represents the entire Agreement between the Parties, and it supersedes any prior understanding or written or oral agreement relating to the subject matter herein. This Agreement may not be modified, altered, changed, or amended, except by written agreement of the Parties.
- 10.3 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall be in Caldwell County, Texas unless otherwise mandated by law.
- 10.4 No Party shall assign or otherwise transfer its interest in this Agreement without the express written permission of the other Party.
- 10.5 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 when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.
- 10.6 By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by their governing body in order to enter into and perform the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the _____ of July 2024.

CITY OF LOCKHART, TEXAS

By _____

Lew White, Mayor, City of Lockhart

ATTEST:

By _____

~~Connie Constancio, TRMC City~~

Secretary/Administration Services Mgr.

LOCKHART INDEPENDENT SCHOOL DISTRICT

By Michael Wright

Michael Wright, President, LISD School Board

ATTEST:

By Tom Guyton

Tom Guyton, Secretary, LISD School Board

2024-2025 SRO Cost Summary
Exhibit A

	High School	Jr. High	Supervisor	Total
Salary	\$68,642.50	\$74,919.73	\$82,139.62	\$ 225,701.85
Benefits	\$28,183.44	\$29,860.51	\$31,791.93	\$ 89,835.88
12 month total cost	\$ 96,825.94	\$ 104,780.24	\$ 113,931.55	\$ 315,537.73
Percent LISD: 65.38% (1,360 hrs/2,080 hours)	\$ 63,304.80	\$ 68,505.32	\$ 74,488.45	\$ 206,298.57
Times percent of time charged to LISD:	100%	100%	100%	
Total LISD Salary/benefits costs	\$ 63,304.80	\$ 68,505.32	\$ 74,488.45	\$ 206,298.57
Cost per hour	\$ 46.55	\$ 50.37	\$ 54.77	
Vehicle Costs	\$5,051.00	\$2,525.50	\$5,051.00	\$ 12,627.50
Uniforms and equipment				
12 month costs	\$1,010.20	\$1,010.20	\$1,010.20	\$ 3,030.60
Divided by 5 years useful life	\$ 202.04	\$ 202.04	\$ 202.04	\$ 606.12
Grand Total	\$ 68,557.84	\$ 71,232.86	\$ 79,741.49	\$ 219,532.19
Cost per hour:	\$ 50.41	\$ 52.38	\$ 195.44	\$ 78.85

**FIRST ADDENDUM TO INTERLOCAL COOPERATION AGREEMENT
BETWEEN LOCKHART INDEPENDENT SCHOOL DISTRICT AND THE
CITY OF LOCKHART**

WHEREAS, Lockhart Independent School District (“Lockhart ISD”) and the City of Lockhart (“City”) entered a certain agreement entitled “Interlocal Cooperation Agreement Between Lockhart Independent School District and the City of Lockhart” (“Agreement”) on August 20th, 2024, a true and correct copy of which is attached hereto as Exhibit “A”; and

WHEREAS, Lockhart ISD desires to enter an addendum to that Agreement whereby Lockhart ISD agrees that it is in its best interest to amend Article 6 relating to financial responsibility and reimburse the City for Assignment Pay Stipends; and

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

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

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

Article 6
FINANCIAL RESPONSIBILITIES & EQUIPMENT

6.7 Lockhart ISD is responsible for reimbursing the City for the School Resource Officer (SRO) Assignment Pay Stipend authorized by Section II, Article F of City Ordinance 2018-07, as may be repealed and/or amended by the City of Lockhart. Lockhart ISD shall reimburse the City at the end of the 2024-25 school year for the amount of the SRO Assignment Pay Stipend paid to SROs from August 26, 2024, through May 31, 2025.

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

IN WITNESS WHEREOF, the parties hereto have executed this First Addendum to the Interlocal Cooperation Agreement as of the _____ day of _____ 2024.

CITY OF LOCKHART, TEXAS

By _____
Lew White
Mayor, City of Lockhart

ATTEST:

By _____
Julie Bowermon,
City Secretary
City of Lockhart

LOCKHART INDEPENDENT SCHOOL
DISTRICT

By _____
Michael Wright,
President, LISD School Board

ATTEST:

By _____
Tom Guyton, Secretary, LISD School
Board

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: August 20, 2024

AGENDA ITEM CAPTION: Discussion and/or action regarding Ordinance 2024-21 amending un-codified Ordinance 2018-07, Section II (F) regarding the assignment of School Resource Officer within the Lockhart Police Department with all other sections of Ordinance 2018-07 remaining unchanged.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Julie Bowermon, Gary Williamson

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: LISD has proposed to temporarily increase the assignment pay of Lockhart Police Officers assigned by the Police Chief as School Resource Officers at LISD campuses from August 26, 2024 through May 31, 2025. LISD will cover the expense of this increase as stated in the "First Addendum of the Interlocal Cooperation Agreement between Lockhart Independent School District and the City of Lockhart."

Civil Service - Local Government Code Chapter 143, permits an ordinance to establish assignment pay and shift differential pay for fire fighters and police officers that perform specialized assignments such as School Resource Officer. This was done by passing Ordinance 2018-07 which includes a \$200 per month school resource officer assignment pay. The proposed amendment authorizes an additional assignment payment of \$1,000 per month, as proposed by LISD, to be paid to Lockhart Police Officers assigned as SROs.

The additional pay is proposed to be for a term of August 26, 2024 - May 31, 2025. After May 31, 2025, SRO assignment pay would return to the current \$200 per month. This is similar to what was done earlier this year in March 2024, at that time a temporary additional pay was requested by LISD and approved for the remainder of the 23-24 school year which was from March 2024 through May 2024.

In accordance with the "First Addendum of the Interlocal Cooperation Agreement between Lockhart Independent School District and the City of Lockhart," the proposed temporary additional SRO assignment pay would be funded by LISD. Therefore, the additional pay should not have a financial impact on the City.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

City of Lockhart, Texas

Council Agenda Item Cover Sheet

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION: The proposed interlocal cooperation agreement and the "First Addendum of the Interlocal Cooperation Agreement between Lockhart Independent School District and the City of Lockhart" is scheduled to be considered by the City Council during the August 20, 2024 Council meeting.

COMMITTEE/BOARD/COMMISSION ACTION: LISD School Board to consider the "First Addendum of the Interlocal Cooperation Agreement between Lockhart Independent School District and the City of Lockhart" during their August 2024 meeting.

STAFF RECOMMENDATION/REQUESTED MOTION: Staff respectfully recommends approval.

LIST OF SUPPORTING DOCUMENTS: Ordinance 2018-07, Proposed Ordinance 2024-21 regarding SRO assignment pay

ORDINANCE 2018-07

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS REPEALING UN-CODIFIED ORDINANCES 2015-18, 2015-21, AND 2018-03 IN THEIR ENTIRETY AND ADOPTING UN-CODIFIED ORDINANCE 2018-07 CREATING "ASSIGNMENT PAY" FOR CERTAIN ASSIGNMENTS WITHIN THE FIRE AND POLICE DEPARTMENTS AND ESTABLISHING "SHIFT DIFFERENTIAL PAY" FOR MEMBERS OF THE POLICE DEPARTMENT; PROVIDING A REPEALER; PROVIDING FOR PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Lockhart adopted Chapter 143 of the Texas Local Government Code for its police and fire departments; and,

WHEREAS, there are specialized assignments within the Fire and Police Departments that certain fire fighters and certain police officers perform that are not performed by every fire fighter or every police officer; and,

WHEREAS, § 143.042 of the Texas Local Government Code states that the governing body of a municipality may authorize assignment pay for fire fighters or police officers who perform specialized functions in the Fire or Police Department; and,

WHEREAS, § 143.042 (c) of the Texas Local Government Code requires that the governing body must set forth in an ordinance the amount of assignment pay and the conditions under which it is to be payable to members of the Fire and Police Departments; and,

WHEREAS, § 143.043 of the Texas Local Government Code permits municipalities to authorize assignment pay for members of the Police Department who perform the duties and responsibilities of the field training officer program; and

WHEREAS, § 143.047 of the Texas Local Government Code permits municipalities to authorize shift differential pay for members of the Police Department who work a shift in which more than 50% of the shift worked is after 6 p.m. and before 6 a.m.; and,

WHEREAS, Ordinance 2015-18 was adopted by the Lockhart City Council on August 18, 2015 establishing assignment pay, and is hereby repealed; and,

WHEREAS, Ordinance 2015-21 was adopted by the Lockhart City Council on September 15, 2015 amending Field Training Officer pay for members of the police department, and is hereby repealed; and

WHEREAS, Ordinance 2018-03 was adopted by the Lockhart City Council on March 20, 2018 establishing Bailiff Warrant Officer assignment pay for members of the police department, and is hereby repealed.

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

I. The matters and facts set forth in the preamble are hereby found to be true.

II. The assignment pay for certain assignments within Fire and Police Departments are defined as follows:

A) The assignment of "Fire Prevention Officer" is a specialized function within the Lockhart Fire Department and that assignment involves developing, planning and conducting fire and life safety education programs suitable to needs of the community, performing fire inspections as may be necessary in the absence of the City Fire Marshal, compiling monthly reports of all fire and life safety education activities conducted by the fire department, working in conjunction with the Fire Chief to promote fire and life safety as the primary objective of the fire department, and conducting in-service training related to fire and life safety education for all fire suppression personnel. When a member is designated by the Fire Chief or his designee to serve as "Fire Prevention Officer" for the Fire Department, that member is entitled to receive Six Hundred Dollars (\$600.00) per year as Assignment Pay.

B) The assignment of "Chief Training Officer" is a specialized function within the Lockhart Fire Department and that assignment involves developing, planning and coordinating training for all Career and Reserve firefighters in such a manner so as to meet the minimum requirements established by the Texas Commission on Fire Protection (TCFP) and/or the Texas Department of State Health Services (TDSHS), as may be applicable to the certification level held by each individual within the fire department, maintaining all training and incident records of the fire department, coordinating specialized training classes as may be deemed appropriate to meet the minimum criteria established by the Insurance Services Office (ISO) grading schedule, maintenance and replacement of equipment assigned to the Training Division of the fire department, and coordinating all training conducted at remote sites (i.e. accredited training facilities) which may be used from time to time by the fire department. When a member is designated by the Fire Chief or his designee to serve as "Training Officer" for the Fire Department, that member is entitled to receive Eighteen Hundred Dollars (\$1,800.00) per year as Assignment Pay.

C) The assignment of "Criminal Investigator-Detective" is a specialized function within the Lockhart Police Department and that assignment involves investigating higher grade misdemeanors and felonies for prosecution in County and District Court. When a member is designated by the Police Chief or his designee to serve as "Criminal Investigator—Detective" for the Department, that member is entitled to receive Two Hundred Dollars (\$ 200.00) per month as assignment pay.

D) The assignment of "Field Training Officer" is a specialized assignment within the Lockhart Police Department. The assignment of "Field Training Officer" involves training and evaluating police recruits on the policies, practices, and procedures of the Lockhart Police Department. The Police Chief or his designee assigns capable Police personnel to this position of responsibility in accordance with his or her demonstrated knowledge and familiarity with the Field Training Officers Program. Because the assignment of "Field Training Officer" requires additional and specialized duties, when a member holds the appropriate certifications AND is designated in writing by the Police Chief or his designee to serve as a "Field Training Officer," that member is entitled to receive an additional \$.30 (thirty cents) per hour as "FTO Assignment Pay."

E) The assignment of "Bailiff Warrant Officer" is a specialized assignment within the Lockhart Police Department and that assignment involves security needs of the Lockhart Municipal Court; locating, arresting wanted fugitives of the Court; and collecting fines owed to the Court. When a member of the Lockhart Police Department is designated by the Police Chief or his designee in writing to serve as "Bailiff Warrant Officer" for the Department, and works in that assignment for at least one-half of a month, that member is entitled to receive Two Hundred Dollars (\$200) per month as assignment pay.

F) The assignment of "School Resource Officer" is a specialized assignment within the Lockhart Police Department and that assignment involves placement of a law enforcement officer in the Lockhart ISD campuses to build a working relationship with schools, students, and parents; to address onsite security; to maintain safe schools; to serve as a positive role-model for students; and to provide a direct link with the Lockhart Police Department. When a member of the Lockhart Police Department is designated by the Police Chief or his designee in writing to serve as "School Resource Officer" for the Department, that member is entitled to receive Two Hundred Dollars (\$200) per month as assignment pay.

III. "Shift Differential Pay" should be paid to members of the Lockhart Police Department in the following manner:

Night Shift (shift starts after 6 p.m.) \$.60/hour (60 cents per hour)

IV. The terms of this ordinance and/or any payment of "assignment pay" do not apply to a member who is performing any of these duties on a "step-up" "acting" or any other temporary basis.

V. Severability: If any provision, section, clause, sentence, or phrase of this ordinance is for any reason held to be unconstitutional, void, invalid, or un-enforced, the validity of the remainder of this ordinance or its application shall not be affected, it being the intent of the City Council in adopting and of the Mayor in approving this ordinance that no portion, provision, or regulation contained herein shall become inoperative or fail by way of reasons of any unconstitutionality or invalidity of any other portion, provision, or regulation.

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

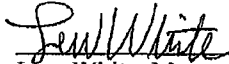
VII. Publication: The City Secretary is directed to cause the caption of this ordinance to be published in a newspaper of general circulation according to law.

VIII. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required by law.

IX. Effective Date: This ordinance shall become effective and be in full force upon passage.

PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
LOCKHART, TEXAS, ON THIS THE 3rd DAY OF APRIL, 2018.

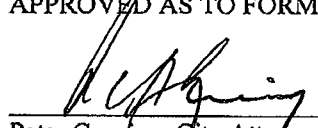
CITY OF LOCKHART

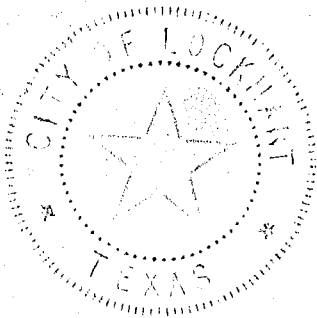

Lew White, Mayor

ATTEST:


Connie Constancio, TRMC, City Secretary

APPROVED AS TO FORM:


Peter Gruning, City Attorney



ORDINANCE 2024-21

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS AMENDING UN-CODIFIED ORDINANCE 2018-07 SECTION II(F) REGARDING THE ASSIGNMENT OF SCHOOL RESOURCE OFFICER WITHIN THE LOCKHART POLICE DEPARTMENT WITH ALL OTHER SECTIONS OF ORDINANCE 2018-07 REMAING UNCHANGED; PROVIDING A REPEALER; PROVIDING FOR PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Lockhart adopted Chapter 143 of the Texas Local Government Code for its police and fire departments; and,

WHEREAS, there are specialized assignments within the Fire and Police Departments that certain fire fighters and certain police officers perform that are not performed by every fire fighter or every police officer; and,

WHEREAS, § 143.042 of the Texas Local Government Code states that the governing body of a municipality may authorize assignment pay for fire fighters or police officers who perform specialized functions in the Fire or Police Department; and,

WHEREAS, § 143.042 (c) of the Texas Local Government Code requires that the governing body must set forth in an ordinance the amount of assignment pay and the conditions under which it is to be payable to members of the Fire and Police Departments; and,

WHEREAS, the Lockhart City Council, in consideration of a request from Lockhart Independent School District to temporarily increase the assignment pay of Lockhart Police Officers assigned by the Lockhart Police Chief to serve as a School Resource Officer within the Lockhart Independent School District per the “Interlocal Cooperation Agreement between the Lockhart Independent School District and the City of Lockhart,” has determined that assignment pay for the assignment of School Resource Officer within the Lockhart Police Department should be temporarily changed in the interest of a public safety purpose.

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

I. The matters and facts set forth in the preamble are hereby found to be true.

II. That Section II (F) of un-codified Ordinance 2018-07 is hereby amended as follows:

F) The assignment of “School Resource Officer” is a specialized assignment within the Lockhart Police Department and that assignment involves placement of a law enforcement officer in the Lockhart ISD campuses to build a working relationship with schools, students, and parents; to address onsite security; to maintain safe schools; to serve as a positive role-model for students; and to provide a direct link with the Lockhart Police Department. When a member of the Lockhart Police Department is designated by the Police Chief or his designee in writing to serve as “School Resource Officer” for the Department, that member is entitled to receive Two Hundred Dollars (\$200) per month as assignment pay.

a. After approval of the “First Addendum to Interlocal Cooperation Agreement between Lockhart Independent School District and the City of Lockhart,” the assignment for School Resource Officer shall also include a \$1,000 per month assignment pay from August 26, 2024, through May 31, 2025. This additional assignment pay shall cease at the end of the school year, on May 31, 2025. In order to receive the SRO assignment pay, the officer must actively work on-duty, performing the duties as the designated SRO for at least a majority of the 80 hour work period.

III. The terms of this ordinance and/or any payment of “assignment pay” do not apply to a member who is performing any of these duties on a “step-up” “acting” or any other temporary basis.

IV. Severability: If any provision, section, clause, sentence, or phrase of this ordinance is for any reason held to be unconstitutional, void, invalid, or un-enforced, the validity of the remainder of this ordinance or its application shall not be affected, it being the intent of the City Council in adopting and of the Mayor in approving this ordinance that no portion, provision, or regulation contained herein shall become inoperative or fail by way of reasons of any unconstitutionality or invalidity of any other portion, provision, or regulation.

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

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

VII. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required by law.

VIII. Effective Date: This ordinance shall become effective and be in full force upon passage.

PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, ON THIS THE 20th DAY OF AUGUST, 2024.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

APPROVED AS TO FORM:

Julie Bowermon, City Secretary

Brad Bullock, City Attorney

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: August 20, 2024

AGENDA ITEM CAPTION: Discussion and/or action regarding Resolution 2024-20 by the City Council of Lockhart, Texas and for legislative support of the Texas State Highway 130 Concession Company and additional investment in infrastructure.

ORIGINATING DEPARTMENT AND CONTACT: Economic Development - Holly Malish

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION: A major initiative began in 2019 for advocacy of additional connectivity between SH 130 and I-35. This would benefit Lockhart by increasing regional mobility and providing additional accessibility for major industries and residents alike.

Interest is increasing again to encourage the legislature and TxDOT to find a way to utilize SH 130's existing agreement to fund other area road improvements (not any new tolls). Caldwell County recently passed a Resolution in support of this.

PROJECT SCHEDULE (if applicable):

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Recommended Approval of Resolution 2024-20

LIST OF SUPPORTING DOCUMENTS: City Council RESOLUTION 2024-20, SH 130 Caldwell County Resolution 18-2024

RESOLUTION 2024- 20

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, IN
SUPPORT OF THE TEXAS STATE HIGHWAY 130 CONCESSION COMPANY FOR
ADDITIONAL INVESTMENT IN INFRASTRUCTURE TO SERVICE THE AUSTIN-
SAN ANTONIO CORRIDOR**

Whereas, the City of Lockhart is experiencing unprecedented growth; and

Whereas, the Austin-San Antonio Corridor is a major thoroughfare beneficial for Texas and US-Mexico Trade routes; and

Whereas, Texas State Highway 130 (“SH 130”) is an integral building block for the master, state-wide thoroughfare plan as an alternate route to Interstate 35 (“IH-35”) and has provided an economic benefit to the City of Lockhart, local businesses and community partners; and

Whereas, Additional infrastructure investment is needed to service the continued growth along the Austin-San Antonio Corridor and the City of Lockhart will benefit greatly from future investments.

**NOW THEREFORE, BE IT RESOVLED BY THE CITY COUNCIL OF THE OF CITY
OF LOCKHART:**

The City of Lockhart, acting through its governing body, the Lockhart City Council, hereby confirms its full support for legislation that amends the agreement between Texas Department of Transportation (“TXDOT”) and the SH 130 Concession Company to capitalize necessary non-tolled infrastructure in the SH 130 area.

Passed and approved this the _____ day August, 2024.

CITY OF LOCKHART

Lew White
Mayor

ATTEST:

APPROVED AS TO FORM:

Julie Bowermon
City Secretary

Brad Bullock
City Attorney



**RESOLUTION 18-2024
IN SUPPORT OF SH 130 CONCESSION COMPANY**

- WHEREAS:** Caldwell County is experiencing unprecedented growth;
- WHEREAS:** The greater Austin-San Antonio Corridor is crucial for the Texas economy and North American trade;
- WHEREAS:** SH 130 is a valuable component of the regional transportation network, and its existence has positively contributed to the growth of Caldwell County, the Texas economy, and North American trade;
- WHEREAS:** SH 130 Concession Company has positively impacted the Caldwell County Community and has been a good community partner; and
- WHEREAS:** In order to support the continued growth of Caldwell County, the Texas economy and North American trade, additional investment in the transportation infrastructure servicing Caldwell County and the Austin-San Antonio Corridor is necessary.

NOW THEREFORE, BE IT RESOLVED BY THE CALDWELL COUNTY COMMISSIONERS COURT THAT the Caldwell County Commissioners Court encourages the Texas Legislative Delegation to enact legislation that will allow TxDOT to amend its agreement with SH 130 Concession Company to help fund critically needed non-tolled transportation infrastructure in areas adjacent to SH 130.

RESOLVED this the 28th day of June, 2024.


Hoppy Haden
Caldwell County Judge


B.J. Westmoreland
Commissioner, Precinct 1


Ed Theriot
Commissioner, Precinct 3


Rusty Horne
Commissioner, Precinct 2


Dyrall Thomas
Commissioner, Precinct 4

ATTEST:


Teresa Rodriguez
County Clerk



City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: August 20, 2024

AGENDA ITEM CAPTION: Discussion and/or action regarding contract for Election Services with the Caldwell County Elections Administrator to conduct the City of Lockhart's Special Election on November 5, 2024.

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 5, 2024. The City of Lockhart will hold a special election for a proposed charter amendment. 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.

The City of Lockhart ordered the November 5, 2024 Special Election during the previous Council meeting held on August 6, 2024.

The Caldwell County Commissioners Court is anticipated to consider appointment of Central Count, Early Voting Ballot Board, and Election Day Judges at the next County Commissioners Court at the end of August. These appointments are referenced in the contact as Attachment 'C'. If necessary, after the County appointments these positions, an item will be placed on the following City Council meeting to consider acknowledging their appointments.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:

Funds Required: \$13,859.53

Account Number: 100-5101-703

Funds Available: \$30,000

Account Name: Elections

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: On August 6, 2024 Council ordered a Special Election to be held on November 5, 2024.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends approval.

LIST OF SUPPORTING DOCUMENTS: November 5, 2024 Joint Election Services Contract

**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 2024 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 2024 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, through their respective governing bodies, 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, through their respective governing bodies, 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, through their respective governing bodies, will 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, through their respective governing bodies, 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, through their respective governing bodies, 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 2.17. **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 2.18. **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 2.19. **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 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 each Party's 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 or, 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. **REVIEW BY COUNSEL.** The County and Participating Entity acknowledge that each party has received and had the opportunity to review this contract, and each party has had the opportunity, whether exercised or not, to have each respective party's attorneys review this contract. The parties agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this contract, or any amendments or exhibits hereto.

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 Participating Entities to validly and legally bind 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

MUNICIPALITIES

CITY OF LOCKHART, TEXAS:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

CITY OF LULING, TEXAS:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

CITY OF MARTINDALE, TEXAS:

Attest:

Name: _____

Name: _____

Title: _____

CITY OF MUSTANG RIDGE, TEXAS:

Name: _____
Title: _____

CITY OF NIEDERWALD, TEXAS:

Name: _____
Title: _____

CITY OF SAN MARCOS, TEXAS:

Name: _____
Title: _____

CITY OF UHLAND, TEXAS:

Name: _____
Title: _____

Title: _____

Attest:

Name: _____
Title: _____

Attest:

Name: _____
Title: _____

Attest:

Name: _____
Title: _____

Attest:

Name: _____
Title: _____

COMMUNITY COLLEGE DISTRICTS

AUSTIN COMMUNITY COLLEGE:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

INDEPENDENT SCHOOL DISTRICTS

GONZALES ISD:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

HAYS COUNTY CISD:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

LOCKHART ISD:

Attest:

Name: _____

Name: _____

Title: _____

LULING ISD:

Name: _____

Title: _____

PRAIRIE LEA ISD:

Name: _____

Title: _____

SAN MARCOS CISD:

Name: _____

Title: _____

WAELDER ISD:

Name: _____

Title: _____

Title: _____

Attest:

Name: _____

Title: _____

Attest:

Name: _____

Title: _____

Attest:

Name: _____

Title: _____

Attest:

Name: _____

Title: _____

WATER DISTRICTS

BARTON SPRINGS EDWARDS WCD:

Attest:

Name: _____

Title: _____

Name: _____

Title: _____

BOLLINGER MUD:

Attest:

Name: _____

Title: _____

Name: _____

Title: _____

CALDWELL COUNTY MUD No. 1:

Attest:

Name: _____

Title: _____

Name: _____

Title: _____

CALDWELL COUNTY MUD No. 2:

Attest:

Name: _____

Title: _____

Name: _____

Title: _____

CALDWELL COUNTY MUD No. 7:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

CALDWELL COUNTY MUD No. 8:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

CALDWELL COUNTY MUD No. 9:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

CALDWELL VALLEY MUD No. 1:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

CHISHOLM MUD No. 1:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

COTTON CENTER MUD No. 1:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

COTTON CENTER MUD No. 2:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

COUNTY LINE SUD:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

Attest:

EDWARDS AQUIFER AUTHORITY DISTRICT 11:

Name: _____

Name: _____

Title: _____

GOFORTH SUD:

Name: _____

Title: _____

GONZALES COUNTY UWCD:

Name: _____

Title: _____

LANTANA MUD:

Name: _____

Title: _____

MAXWELL SUD:

Name: _____

Title: _____

OATMAN HILL MUD:

Name: _____

Title: _____

OPEN R FRESH WATER SUPPLY:

Name: _____

Title: _____

PLUM CREEK CONSERVATION DISTRICT:

Name: _____

Title: _____

PLUM CREEK UNDERGROUND WATER DISTRICT:

Name: _____

Title: _____

Title: _____

Attest:

Name: _____

Title: _____

Attest:

Name: _____

Title: _____

Attest:

Name: _____

Title: _____

Attest:

Name: _____

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Attest:

Name: _____

Title: _____

Attest:

Name: _____

Title: _____

Attest:

Name: _____

Title: _____

Attest:

Name: _____

Title: _____

RANCH AT CLEAR FORK CREEK MUD NO. 1:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

RANCH AT CLEAR FORK CREEK MUD NO. 2:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

EMERGENCY SERVICES DISTRICTS

CALDWELL-HAYS ESD No. 1:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

CALDWELL COUNTY ESD No. 2:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

CALDWELL COUNTY ESD No. 3

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

CALDWELL COUNTY ESD No. 4:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

CALDWELL COUNTY ESD No. 5:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

ATTACHMENT 'A'

ESTIMATED COSTS FOR CONTRACTED ELECTION

Attachment A

CALDWELL COUNTY, TEXAS ELECTION SERVICES CONTRACT

Joint Uniform Election

CITY OF LOCKHART LK-1, CITY OF LOCKHART LK-2, CITY OF LOCKHART LK-3, CITY OF
LOCKHART LK-4

PRELIMINARY ESTIMATE

Tuesday, November 5, 2024

General/
Special

Costs/Services	PRELIMINARY ESTIMATE COST
B1. Ballots	\$ 961.97
B2. Programming/Testing	\$ 2,574.18
B3. Publication of Test	\$ 408.06
B4. Tech Support	\$ -
B5. Election Kits	\$ 2.66
B6. Rental of Voting Equip	\$ 3,003.39
B7. Rental of Non-county Equipment	\$ 50.99
B8. Prep and Transport	\$ 900.78
B9. Polling Place Rental	\$ 310.70
B10. Election Day Judges/Clerks	\$ 1,775.40
B11. Pickup and Delivery Fee(Returns)	\$ -
B12. Early Voting Personnel	\$ 2,219.25
B13. Central Count Staff	\$ 73.98
B14.	\$ -
B15. Central Count Personnel	\$ 122.09
B16. Early Voting Ballot Board/SVC	\$ 88.77
B17. Late Board Personal	\$ -
B18. Supplies	\$ -
B19. Communitcation	\$ 59.18
B20. Postage	\$ -
B21. Legal Fees	\$ -
B22. Security	\$ 48.17
B23. Other Primary Cost	\$ -
Cost Adjustment	\$ -
Subtotal	\$ 12,599.57
Administrative Fee	\$ 1,259.96
Total	\$ 13,859.53

Issue Checks to the Following:		Devante Coe
\$ 12,599.57	Caldwell County Treasurer	Elections Administrator
\$ 1,259.96	Caldwell County Elections Administration	Caldwell County

ATTACHMENT 'B'

NOTICE INFORMATION FOR PARTIES

Attachment B

Point of Contact for CITY OF LOCKHART:

Printed Name of Official: JULIE BOWERMON

Officials Mailing Address: PO BOX 239, LOCKHART, TX 78644

Officials Email Address: JBOWERMON@LOCKHART-TX.ORG

Official Contact Number: 512-398-3461

Can this Contact Number be used after Afterhours? NO

If not, is there an after-hours contact number?

After Hours Contact Number: _____

After Hours Officials Name(If Different from above): N/A

Signature of Authorizing Authority

Title of Authorizing Authority

ATTACHMENT ‘C’

LIST OF ELECTION OFFICERS AND ELECTION CLERKS

VOTING LOCATIONS

CALDWELL COUNTY VOTING LOCATIONS

November 5, 2024

(Noviembre 5, 2024)

GENERAL AND SPECIAL ELECTIONS
(ELECCION GENERALES Y ESPECIALES)

Main Early Voting Polling Location ***(Lugar Principal de Votación Anticipada)***

Scott Annex Building
1403-A Blackjack St. Lockhart, TX 78644

Luling Civic Center
333 E. Austin St. Luling, TX 78648

Early Voting Dates and Hours ***(Fechas y Horarios de Votación Anticipada)***

First week / Primer Semana:

Monday, October 21 through Friday, October 25, 2024..... 8 am – 5 pm
Lunes, 21 de octubre hasta el viernes 25 de octubre de 2024 8:00 am hasta 5:00 pm

Weekend / Fin de Semana:

Saturday, October 26, 2024 7 am – 7 pm
Sabado, 26 de octubre de 2024 7:00 am hasta 7:00 pm
Sunday, October 27, 2024..... 9 am – 3 pm
Domingo, 27 de octubre de 2024 9:00 am hasta 3:00 pm

Last Week / Ultima Semana:

Monday, October 28 through Friday, November 1, 2024 7:00 am – 7:00 pm
Lunes, 28 de octubre hasta el Viernes, 25 de noviembre de 2024 7:00 am hasta 7:00 pm

Application Ballot By Mail Deadline: October 25, 2024, 5:00 pm

Federal Post Card Application

(Military & Overseas Voters) Deadline: October 25, 2024, 5:00 pm

Mail address for early voting by mail: The address for Caldwell County Early Voting Clerk's mailing address to which ballot applications and ballots voted by mail is 1403-A Blackjack St. Lockhart, TX 78644. The email address is CaldwellEC@co.Caldwell.tx.us. If submitted by email, the original must be received at elections office within 4 business days.

Domicilio Postal para la votación temprana por correo: El domicilio postal del Secretario de Votación Temprana del Condado de Caldwell a la que las solicitudes de boletas y votación de boletas por correo es 1403-A Blackjack St. Lockhart, TX 78644. La dirección de correo electrónico es CaldwellEC@co.Caldwell.tx.us. Si se envía por correo electrónico, el documento original debe recibirse en la oficina electoral dentro de los 4 días hábiles

Emergency and Limited ballots available only at the Scott Annex location.
(Las boletas de emergencia y limitadas están disponibles solo en la ubicación del Anexo Scott.)

Branch Early Voting Polling Location
(Lugar de votación anticipada de la sucursal)

Lockhart ISD Adams Gym
419 Bois D'Arc St. Lockhart, TX 78644

Three Rivers Community Church
103 Main St. Martindale, TX 78655

Uhland City Hall – Community Hall
15 N. Old Spanish Trl. Lockhart, TX 78640

Branch Early Voting Dates and Hours
(Fechas y Horarios de Votación Anticipada de las Sucursales)

First week / Primer Semana:

Monday, October 21 through Friday, October 25, 2024..... 8 am – 5 pm
Lunes, 21 de octubre hasta el viernes 25 de octubre de 2024 8:00 am hasta 5:00 pm

Weekend / Fin de Semana:

Saturday, October 26, 2024 8 am – 5 pm
Sábado, 26 de octubre de 2024 8:00 am hasta 5:00 pm
Sunday, October 27, 2024..... 9 am – 3 pm
Domingo, 27 de octubre de 2024 9:00 am hasta 3:00 pm

Last Week / Ultima Semana:

Monday, October 28 through Wednesday, October 30, 2024 8:00 am – 5:00 pm
Lunes, 28 de octubre hasta el Miércoles, 30 de octubre de 2024..... 8:00 am hasta 5:00 pm
Thursday, October 31 through Friday, November 1, 2024 7:00 am – 6:00 pm
jueves 31 de octubre hasta el Viernes, 25 de noviembre de 2024 7:00 am hasta 6:00 pm

Combination of Election Day Voting Polling Location
(Combinación de lugar de votación el día de las elecciones)

Section 42.0051 of the Texas Election Code permits the combination of certain county election precincts as recommended by the county election board: (1) when a suitable public building for a polling place is not available, and (2) when the combined polling place adequately serves the voters of the combined precincts.

1. **First Lockhart Baptist Connection Center- 200 S. Blanco St., Lockhart, TX 78644**
 - **Voting Pct: 100 / 101**
2. **Grace Lutheran Fellowship Hall- 108 N. Medina, Lockhart, TX 78644**
 - **Voting Pct: 103 / 108**
3. **VPW Post 8927- 7007 S. US HWY 183, Lockhart, Tx 78644**
 - **Voting Pct: 102 / 104**
4. **Lockhart Evenings Lions Club- 220 Bufkin Lane, LOCKHART, TX 78644**
 - **Voting Pct: 111**
5. **Luling Southside Clubhouse- 1035 S. Magnolia Ave, Luling, TX 78648**
 - **Voting Pct: 201 / 202**
6. **McNeil Baptist Church Fellowship Hall- 14304 FM 1322, Luling, TX 78648**
 - **Voting Pct: 203**
7. **McMahan Community Center- 6022 FM 713, Dale, TX 78616**
 - **Voting Pct: 204 / 205**
8. **Luling Civic Center- 333 E. Austin St., Luling, TX 78648**
 - **Voting Pct: 206**
9. **Three Rivers Community Church – Fellowship Hall- 103 Main St., Martindale, TX 78655**
 - **Voting Pct: 300 / 301**
10. **Maxwell Social Club- Maxwell, TX 78656**
 - **Voting Pct: 302**
11. **Uhland City Hall – Community Hall- 15 N. Old Spanish Trail, Uhland, TX 78640**
 - **Voting Pct: 303 / 306**
12. **Fentress Community Church- 13481 State Park Rd., Fentress, TX 78622**
 - **Voting Pct: 305**
13. **St. Marks Methodist Church Fellowship Hall- 602 E. Live Oak St., Lockhart, TX 78644**
 - **Voting Pct: 401**
14. **St. Mary’s Catholic Parish Hall- 205 W. Pecan St., Lockhart, TX 78644**
 - **Voting Pct: 402**
15. **Lyton Springs Baptist Church- 8511 FM 1854, Dale, TX 78616**
 - **Voting Pct: 404**
16. **Dale Fire Station- 1414 FM 1854, Dale, TX 78616**
 - **Voting Pct: 400 / 405**

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: August 20, 2024

AGENDA ITEM CAPTION: Discussion and/or action regarding nomination of Rob Ortiz to the Parks and Recreation Advisory Board by Councilmember John Castillo for a term to expire in November 2025.

ORIGINATING DEPARTMENT AND CONTACT: Council - John Castillo

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: Councilmember John Castillo has nominated Rob Ortiz to be appointed to the Parks and Recreation Advisory Board.

Mr. Ortiz currently serves as an alternate on the Parks and Recreation Advisory Board and meets the qualifications to serve/continue to serve on a city board.

Resolution 2024-02 was adopted in 2024 establishing administrative procedures for the nomination of board and commission members to include a 2-step process. First, the nomination is to be placed on the agenda as "announcement of nomination" followed by a notice on a subsequent agenda as "discussion and/or action on the nomination." The two-step process does apply to the nomination of a person who currently holds an alternate position if the purpose of the nomination is to elevate them to a regular position on the same board.

The announcement of nomination occurred during the August 6, 2024 Council meeting.

Action of appointment, should the Council should move to do so, will occur during the August 20, 2024 Council meeting.

PROJECT SCHEDULE (if applicable): N/A

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: August 6, 2024 Council meeting: nomination of Mr. Rob Ortiz to the Parks Board was announced.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: None. Discretion of the Council.

LIST OF SUPPORTING DOCUMENTS: PAR Advisory Board Roster, Rob Ortiz application - Parks Board , .

PARKS AND RECREATION BOARD

Ord. 86-50, Adopted 11-25-86

First Name	Last Name	Title	Address1	Council Member	Date Appt	Exp
Vacant				John Castillo		
Dennis	Placke	Vice-Chair	1011 W.Live Oak St.	Brad Westmoreland	2/4/2020	2022
Karla	Tate		500 Caribbean Dr.	Mayor White	2/2/2021	2026
Lee	Parra		209 Windridge Dr. N.	Angie Sanchez	8/17/2021	2022
Linda	Thompson Bennett		1311 Torres St.	Juan Mendoza	12/17/2019	2022
Warren	Burnett	Chair	1205 Rio Vista Cove	John Lairsen	2/20/2024	2026
Russell	Wheeler		607 La Felician Dr.	Jeffry Michelson	12/15/2020	2026
Rob	Ortiz	Alternate	1004 N.Commerce	Mayor Pro-Tem	3/7/2017	2019
		Little League		Non-Voting member		
		Youth Soccer		Non-Voting member		
		Co-Rec. Softball		Non-Voting member		

Staff Liaison: Parks and Recreation Director
Steve Lewis, City Manager

NOTE:

Sec. 40-133. Members.

(a) The board shall consist of seven members appointed in accordance with section 2-210 to serve three years terms, such terms to coincide with the council position making the appointment and two alternates shall also be appointed by the mayor and mayor pro tem, one each. The two alternates shall also serve the term coinciding with the council position making the appointments. Vacancies shall be filled for an unexpired term in the manner in which the original appointments are required to be made. (Ordinance 06-08, adopted February 7, 2006)

2/29/24
DMD

In order to be considered for an appointment to a Lockhart Board or Commission, please complete the following application. You may also attach a current resume and letter of interest if you choose.

1. PERSONAL INFORMATION

Full Legal Name <i>VINCENT Ortiz III</i>		Preferred Name <i>Rob Ortiz</i>	
Physical Home Address <i>1004 N Commerce St</i>			
Mailing Address (if different)			
City <i>LOCKHART</i>	State <i>TX</i>	Zip <i>78644</i>	
Home Phone <i>N/A</i>		Work Phone	
Mobile Phone <i>512-921-8000</i>			
Email Address			
Date of Birth			

2. AREAS OF INTEREST

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

☐ Airport Advisory Board	☐ Historical Preservation Commission
☐ Zoning Board of Adjustment & Appeals	☐ Hotel Occupancy Tax Advisory Board
☐ Charter Review Commission	☐ Library Advisory Board
☐ Construction Board of Appeals	☒ Parks & Recreation Advisory Board
☐ Economic Development Corp (1/2 Cent Sales Tax)	☐ Planning & Zoning Commission
☐ Electric Board	

In the space below, please explain your interest in the position(s) selected above. Also, please explain any experience you have related to your selection(s).

For the past 14 years I have served as an alternate on this board. I have recently been more active due to ensuring a quorum. I am ~~to~~ eager to represent ~~my~~ District 2 as a full board member

3. BOARD MEMBER QUALIFICATIONS

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

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

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

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

Certification of Applicant

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


Applicant's Signature

1/29/2024
Date

Completed application, resume and letter of interest may be submitted in person, email, mail, or by fax to:

City of Lockhart
City Secretary's Office
308 W. San Antonio Street / PO Box 239
Lockhart, TX 78644

Phone: 512.398.3461
FAX: 512.398.5103
jbowermon@lockhart-tx.org

APPLICANT'S NAME: Rob Ortiz (Vincent Ortiz III)

BOARD NAME(S): Parks & Recreation
Advisory Board

The qualifications for members of boards and commissions, except special qualifications for service on a particular board or commission, are as follows:

- Appointees must each be a resident of the State of Texas and a resident of the City of Lockhart for at least twelve (12) consecutive months preceding their appointment unless a particular board's or commission's composition or state law allows for membership by a non-resident of the City.
Date of residency in Lockhart: LIFE LONG RESIDENT
- Appointees shall be qualified voters in the City of Lockhart or, if not a resident of the City, of Caldwell County.
Date qualified voter in Lockhart: 9/14/2002
- Appointees shall not have been removed from another city board or commission because of failure to attend meetings or for cause within the last three years.
Removed from another board? YES or NO
If yes, date _____ and board _____
- No member of any appointed body shall serve on more than one quasi-judicial or advisory board or commission.
Serves on another board? YES or NO
If yes, board currently serving: CURRENTLY AN ALTERNATE ON PARKS & RECREATION BOARD

BOARD SPECIFIC QUALIFICATIONS:

PARKS

Y or N City Resident? If no, applicant does not qualify.

Parks and Recreation Advisory Board meets on the fourth Thursday at 5:30 p.m. each month if there are items pending the Board's review. The Board's duties are to recommend to the city council policies and programs for the advancement and betterment of city parks and recreation; to render to the city manager recommendations concerning the annual budget of the parks and recreation department for presentation to the city council; to make recommendations to the city council regarding proposed parks facilities and recreation programs, encourage public interest in parks facilities and recreation programs and solicit the cooperation of public and private agencies in the advancement of city parks and recreation; to make recommendations through the city manager to the city council regarding special requests for use of public parks or facilities; and to make recommendations through the city manager to the city council regarding the use of donations, legacies or requests made to the city for the furtherance of city park facilities. All members must reside within the city limits. The Board consists of seven members that serve a three-year term. The Parks Manager is the staff liaison.

CITY SECRETARY'S DETERMINATION OF APPLICANT'S QUALIFICATION:

Is Applicant Qualified? YES NO DISCRETION OF THE COUNCIL

NOTES: _____



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:

