

PUBLIC NOTICE
AGENDA
LOCKHART CITY COUNCIL
October 3, 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. | Presentation of a proclamation declaring October 2024 as Manufacturing Month. | 4 |
| B. | Recognition of donation from the Lockhart Animal Foundation of equipment and supplies valued at approximately \$15,000 to develop a surgical suite at the City of Lockhart / Caldwell County Animal Shelter. | |
| C. | Presentation by Texas Monthly regarding the upcoming 2024 BBQ World's Fair event to be held on November 2-3, 2024. | 5-6 |
| D. | Presentation by Austin Community College regarding the ballot initiative to annex Lockhart ISD territory. | 7-22 |
| E. | Presentation by TRC and discussion regarding adopting the Water/Wastewater Master Plan. | 23-51 |
| F. | Discussion regarding approval of Wastewater Discharge Permit Applications for submittal to the Texas Commission on Environmental Quality and authorizing the Mayor to sign all application documents. | 52-64 |
| G. | Discussion regarding a hangar lease extension renewal with Mr. Phillip Cline and new rates for the hangar structure located at the Lockhart Municipal Airport, and appointing the Mayor to sign the agreement if approved. | 65-105 |
| H. | Discuss Ordinance 2024-30 to revise rules and requirements for the current Lockhart On-Site Sewage Facilities Ordinance. | 106-116 |
| I. | Discuss accepting appointments of Election Judges for the upcoming November 5, 2024 election. | 117-142 |

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. CONSENT AGENDA

- A. Approve Wastewater Discharge Permit Applications for submittal to the Texas Commission on Environmental Quality and authorizing the Mayor to sign all application documents. **143-155**
- B. Approve Ordinance 2024-30 to revise rules and requirements for the current Lockhart On-Site Sewage Facilities Ordinance. **156-166**
- C. Accept appointments of Election Judges for the upcoming November 5, 2024 election. **167-192**

5. DISCUSSION/ACTION ITEMS

- A. Presentation by TRC and consider adopting the Water/Wastewater Master Plan. **193-221**
- B. Discussion and/or action regarding consideration of hangar lease extension renewal with Mr. Phillip Cline and new rates for the hangar structure located at the Lockhart Municipal Airport, and appointing the Mayor to sign the agreement if approved. **222-262**

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

- Update regarding final preparations for the new Fire Department ladder truck.
- Recap of the 2024 National Night Out events.
- Public Hearing and possible action regarding the Lockhart Looking Forward Comprehensive Plan on October 15, 2024.
- Coffee with a Cop event to be held October 22, 2024 from 8:30 am - 10:00 am at the Randolph Brooks Federal Credit Union in Lockhart.
- Update regarding recent vandalism at City Park facilities.

7. COUNCIL AND STAFF COMMENTS - ITEMS OF COMMUNITY INTEREST

8. **EXECUTIVE SESSION IN ACCORDANCE WITH THE PROVISIONS OF THE GOVERNMENT CODE, TITLE 5, SUBCHAPTER D, SECTION 551.087 AND SECTION 551.071: TO DELIBERATE OR FOR DISCUSSION REGARDING COMMERCIAL OR FINANCIAL INFORMATION THAT THE GOVERNMENTAL BODY HAS RECEIVED FROM A BUSINESS PROSPECT THAT THE GOVERNMENTAL BODY SEEKS TO HAVE LOCATE, STAY, OR EXPAND IN OR NEAR THE TERRITORY OF THE GOVERNMENTAL BODY AND WITH WHICH THE GOVERNMENTAL BODY IS CONDUCTING ECONOMIC DEVELOPMENT NEGOTIATIONS; OR TO DELIBERATE THE OFFER OF A FINANCIAL OR OTHER INCENTIVE TO A BUSINESS PROSPECT; PRIVATE CONSULTATION WITH ITS ATTORNEY TO SEEK ADVICE ABOUT PENDING OR CONTEMPLATED LITIGATION, SETTLEMENT OFFER, OR LEGAL MATTERS SUBJECT TO ATTORNEY CLIENT PRIVILEGE**
 - A. Discussion regarding economic development negotiations with Project Veranda Sky.
9. **OPEN SESSION**
 - A. Discussion and/or action regarding economic development negotiations with Project Veranda Sky.
10. **ADJOURNMENT**

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

Posted on the bulletin board in the Municipal Building, 308 West San Antonio Street, Lockhart, Texas, on September 27, 2024 at 3:00 p.m.

Proclamation

WHEREAS, the manufacturing industry is a vital component of our economy, contributing significantly to economic growth, innovation, and job creation; and

WHEREAS, manufacturing employs millions of workers across the nation, providing high-wage, high-skill jobs, and serving as a foundation for community prosperity; and

WHEREAS, there are 356 people employed across 16 businesses in the manufacturing industry in Lockhart, Texas with an average wage of \$60,000 that produce a diverse range of products, utilizing advanced technologies and sustainable practices, making our region a leader in innovation and quality production; and

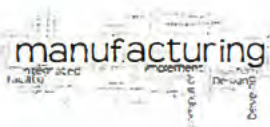
WHEREAS, Manufacturing Month provides an opportunity to showcase the contributions of the manufacturing sector and the importance of investing in the future workforce through education, training, and collaboration; and

WHEREAS, Manufacturing Month encourages students, parents, educators, and community leaders to learn more about modern manufacturing, including career pathways, technological advancements, and the critical role of skilled workers; and

WHEREAS, by supporting the manufacturing industry, we promote economic growth, environmental sustainability, and a higher quality of life for all residents.

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

October 2024
as
“Manufacturing Month”



IN TESTIMONY WHEREOF, I have hereto set my hand and caused to be affixed the Seal of the City of Lockhart, Texas, this the 3rd day of October, 2024.



ATTEST:

Julie Bowermon
City Secretary

CITY OF LOCKHART

Lew White
Mayor

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: October 3, 2024

AGENDA ITEM CAPTION: Presentation by Texas Monthly regarding the upcoming 2024 BBQ World's Fair event to be held on November 2-3, 2024.

ORIGINATING DEPARTMENT AND CONTACT: Public Works - Sean Kelley

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: Since 2009, Texas Monthly BBQ Fest has brought together BBQ enthusiasts. In 2022, Texas Monthly held its first BBQ World's Fair in the BBQ Capital of Texas.

This event is scheduled for November 2-3, 2024 to be held on the Historic Courthouse Square and City Park. In tonight's presentation, Texas Monthly will be providing updates on the ticketing services, planning, event lineup and other notable details of the event.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required: \$28,700.00

Account Number: 100-5101-795-00

Funds Available: \$28,700.00

Account Name: Downtown Promotions

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION: March 5, 2024- Council entered sponsorship agreement with Texas Monthly

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: N/A

LIST OF SUPPORTING DOCUMENTS: BF24-Joint-Lineup-V2_PWS_720x900-scaled



Blu Lacy Smokehouse ★ CM Smokehouse ★ Kemuri Tatsu-Ya ★ KG BBQ
Khói Barbecue ★ Redbird BBQ ★ Vargas BBQ ★ Yearby's Barbecue & Waterice

PLUS—MENU SPECIALS FROM LOCKHART FAVORITES!

Barbs B Q ★ Smitty's Market ★ The Original Black's BBQ

TOP 50 PICNIC NOV 3

1701 Barbecue ★ 2M Smokehouse ★ Baker Boys BBQ
Blood Bros. BBQ ★ Brotherton's Black Iron Barbecue
Burnt Bean Co. ★ Cattleack Barbeque ★ Dayne's Craft Barbecue
Eaker Barbecue ★ Evie Mae's Pit Barbeque ★ Feges BBQ
Goldee's Bar-B-Q ★ Guess Family Barbecue
Hays Co. Bar-B-Que ★ Helberg Barbecue ★ Hurtado Barbecue
Hutchins Barbeque ★ InterStellar BBQ ★ LaVaca BBQ
LeRoy and Lewis Barbecue ★ LJ's BBQ
Micklethwait Barbecue ★ Miller's Smokehouse
Mimsy's Craft Barbecue ★ Panther City BBQ
Pinkerton's Barbecue ★ Slow Bone ★ Smokey Joe's BBQ
Smoke-A-Holics BBQ ★ Snow's BBQ ★ Teddy's Barbecue
Tejas Chocolate + Barbecue ★ Terry Black's Barbecue
Truth Barbeque ★ Zavala's Barbecue

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: October 3, 2024

AGENDA ITEM CAPTION: Presentation by Austin Community College regarding the ballot initiative to annex Lockhart ISD territory.

ORIGINATING DEPARTMENT AND CONTACT: Council - Mayor Lew White

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: Chancellor Dr. Russell-Lowery Hart and Vice Chancellor Dr. Chris Cervini of Austin Community College will provide an overview of the upcoming ballot initiative concerning the annexation of Lockhart Independent School District (ISD) territory. This initiative will be included in the ballot for the November 5, 2024 election. The presentation will outline the implications and expected outcomes of the proposed annexation.

PROJECT SCHEDULE (if applicable): NA

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): NA

PREVIOUS COUNCIL ACTION: NA

COMMITTEE/BOARD/COMMISSION ACTION: NA

STAFF RECOMMENDATION/REQUESTED MOTION: NA

LIST OF SUPPORTING DOCUMENTS: ACC Lockhart Council Presentation

Austin Community College District

Discover ACC in Lockhart

Ashley

Age: 26 years old

Woman of color

Taking 2-3 classes/semester



Ashley's Wants



Complete her award



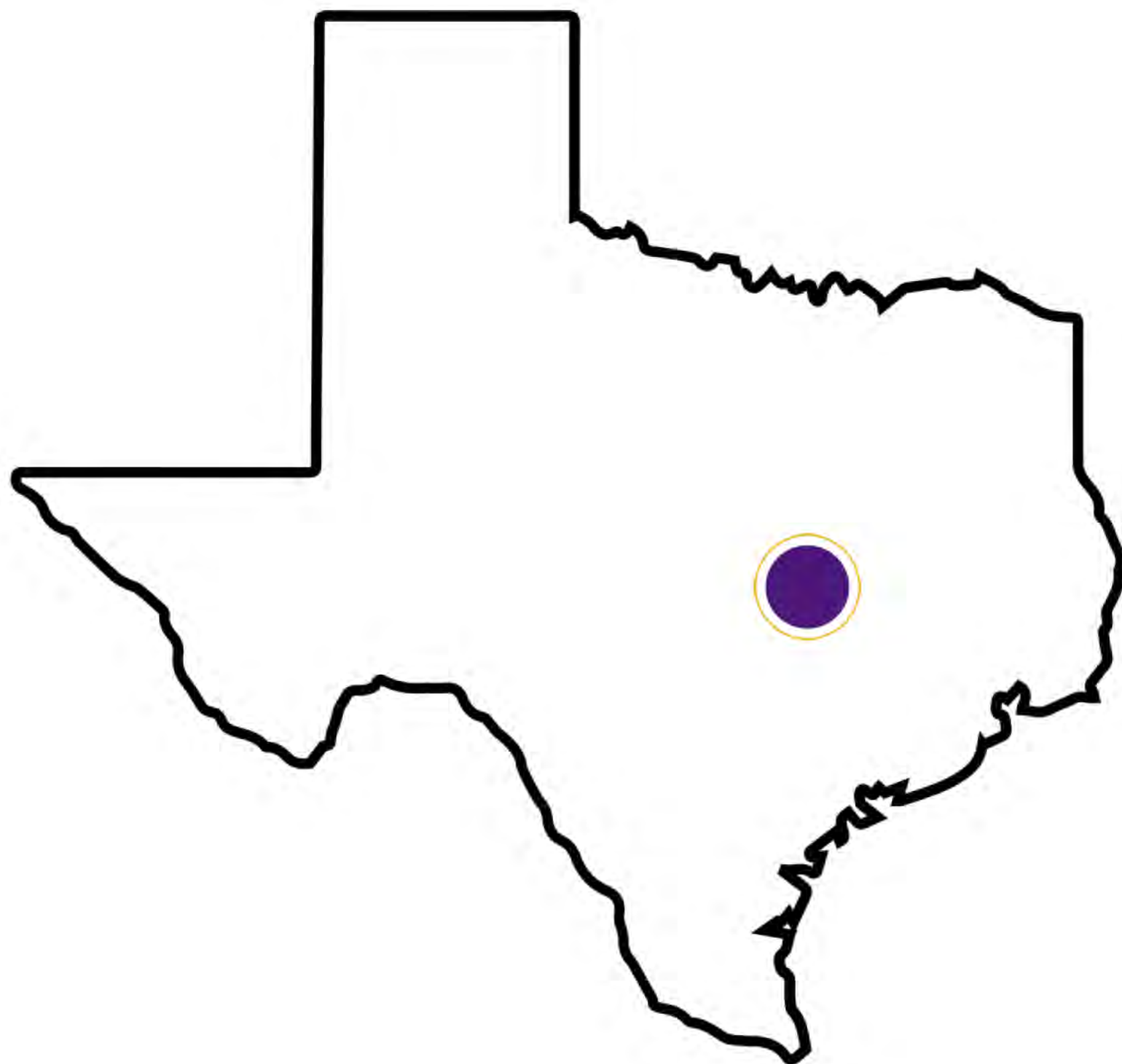
Start a career that pays a family-sustaining wage



Make meaningful connections with instructors and peers

Ashley's Challenges

- Works 11–34 hours a week
- Spends at least 10 hours a week caring for family members
- Worries about having enough money to pay for school



Ashley is Central Texas



Lockhart Territory Service Plan

Service Plan /// FACILITY



- ▶ **PHASE 1**
Collaborate with Lockhart ISD on Early College High School plus evening/weekend career and technical workforce programs on LISD property.
- ▶ **PHASE 2**
15,000-20,000-square-foot workforce and general education space in close proximity to Lockhart High School.
- ▶ **PHASE 3**
Development of a permanent facility to meet emerging and projected regional demand.

Service Plan /// PROGRAMS



College Prep Programs
Adult Education



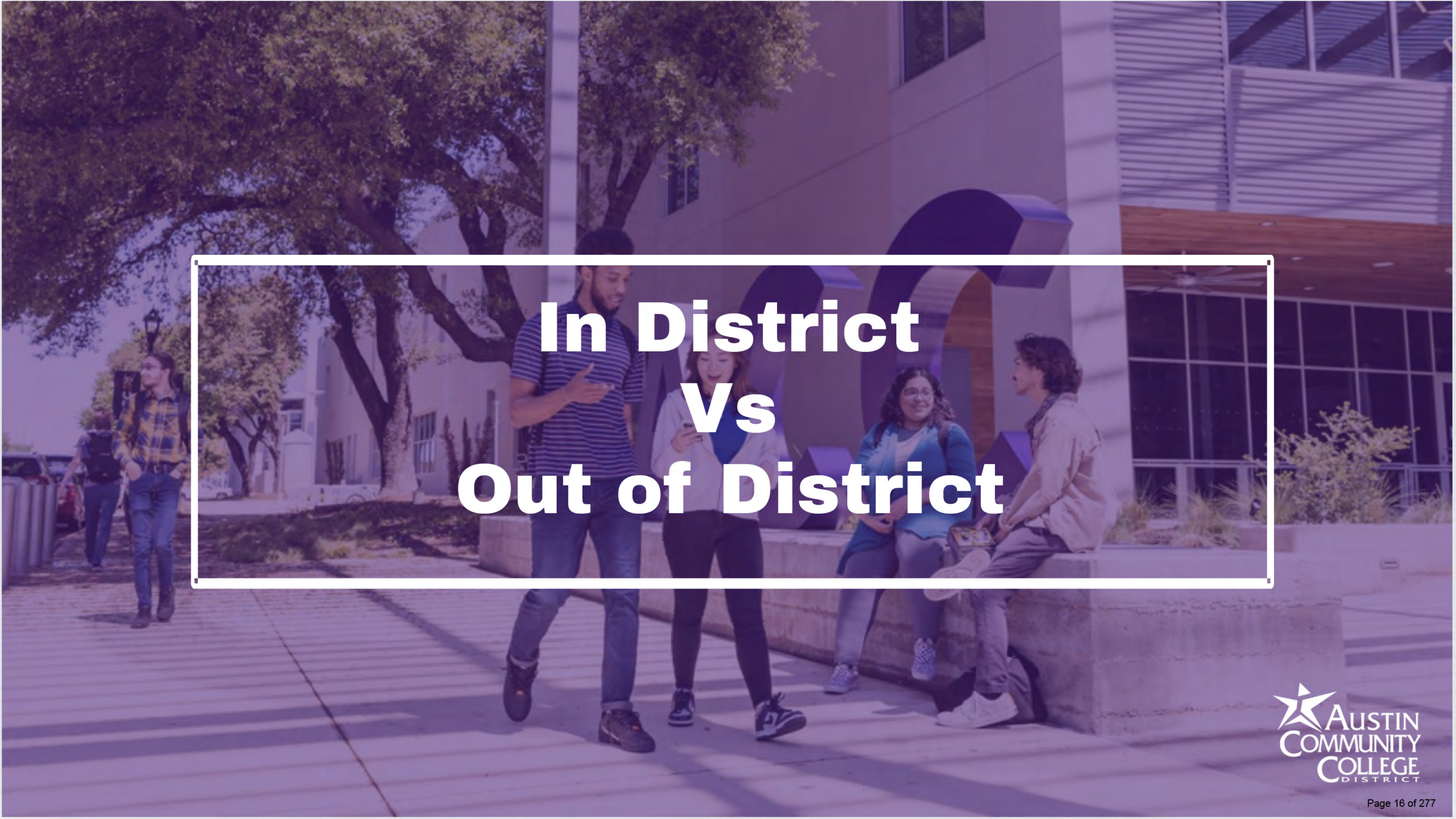
Career Training Programs
Skilled Trades & Workforce Training



Degree Programs
Academic Pathways
Bachelor's Degree Programs



Career Advancement Programs
Career Certifications



In District Vs Out of District

Tuition & Fees: 2024-2025

In-District

\$85 per credit hour

Out-of-District

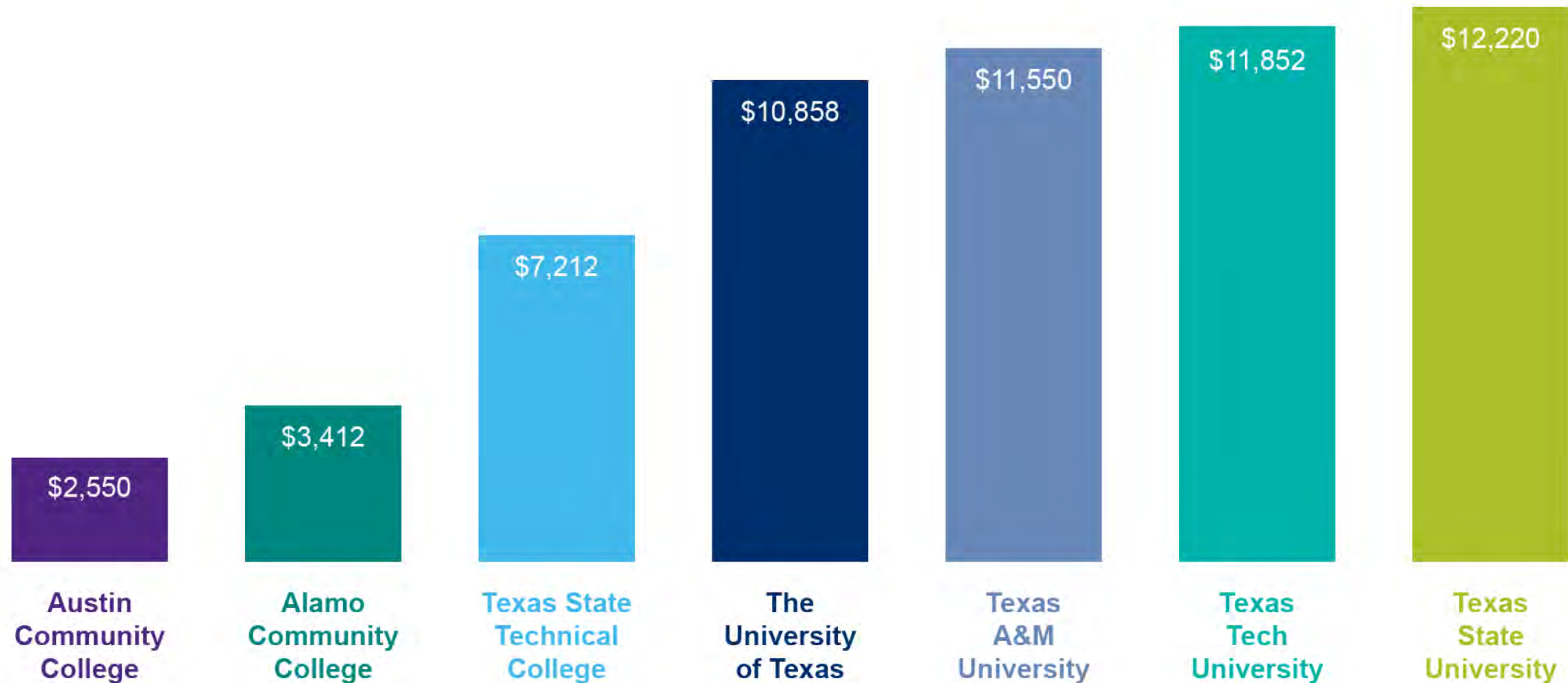
\$286 per credit hour

(includes \$201 out-of-district fee)

ASSOCIATE DEGREE

- ▶ In-District Students
\$5,100 in tuition and fees
- ▶ Out-of-District Students
\$17,160 in tuition and fees

Tuition & Fees: Comparison



1 year / 30 credits in-district / in-state

Source: College for All Texans

ACC Free Tuition Pilot Program





Innovative Programs

Bats to Cats

- Clear transfer path from ACC to Texas State
- Personalized transfer curriculum advising
- Up to \$2,000 scholarship for first year at Texas State
- Free tickets to selected Texas State athletic events



Austin Community College District

Thank You

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: October 3, 2024

AGENDA ITEM CAPTION: Presentation by TRC and discussion regarding adopting the Water/Wastewater Master Plan.

ORIGINATING DEPARTMENT AND CONTACT: Public Works - Sean Kelley

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: Tonight's presentation will review highlights from Lockhart's first Water and Wastewater Master Plan. This plan began in April 2023, as an outcome of the Growth Planning Meetings to keep up with the growing demands of the water and wastewater systems.

The Water and Wastewater Master Plan evaluates the existing water and wastewater conditions and is a forward-looking study that aims to anticipate system constraints by addressing them before they occur. The plan will also serve as a planning tool for capacity assurance for the next 20 years of anticipated growth by using Planning Horizons and Trigger/Milestones to determine the need for capital improvements. The Planning Horizons are fixed points that look at Near-Term (2023-2028, 5-year planning), Intermediate-Term (2029-2033, 10-year planning), and Long-Term (2034-2043, 20-year planning). The plan also identifies Project Triggers which are included to identify needed improvements related to the demands and capacities of the system.

The Master Plan creates a Capital Improvement Plan (CIP) as a companion document that addresses the timing, milestone horizons, and probable costs for the improvements that will become necessary to sustain the water and wastewater utility systems, and is designed to be an aid to assist staff in budgeting and planning capital improvements within the system.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

City of Lockhart, Texas

Council Agenda Item Cover Sheet

STAFF RECOMMENDATION/REQUESTED MOTION: Staff respectfully recommends approving the Water and Wastewater Plan.

LIST OF SUPPORTING DOCUMENTS: Lockhart Master Plan Presentation

2024 Water/Wastewater Master Plan Update

September 17, 2024

SUPPORTING

[DOING]

LEADING

Key Terms

- **Planning Horizon** – fixed point in time that this plan looks at. The Master Plan has three:
 1. Near-Term (2023-2028) – 5-year planning horizon
 2. Intermediate (2029-2033) – 10-year planning horizon
 3. Long-Term (2034-2043) – 20-year planning horizon
- **Project Trigger** – a threshold for some parameter that shows a need for a capital project.

What is a master plan?

- A master plan is a strategic plan that addresses both immediate and long-term needs and goals.
- Final document should:
 1. Provide capital improvement projects & associated cost
 2. Provide methodology and reasoning to determine projects
 3. Enable the City to plan resources allocation to best fit their needs/goals.

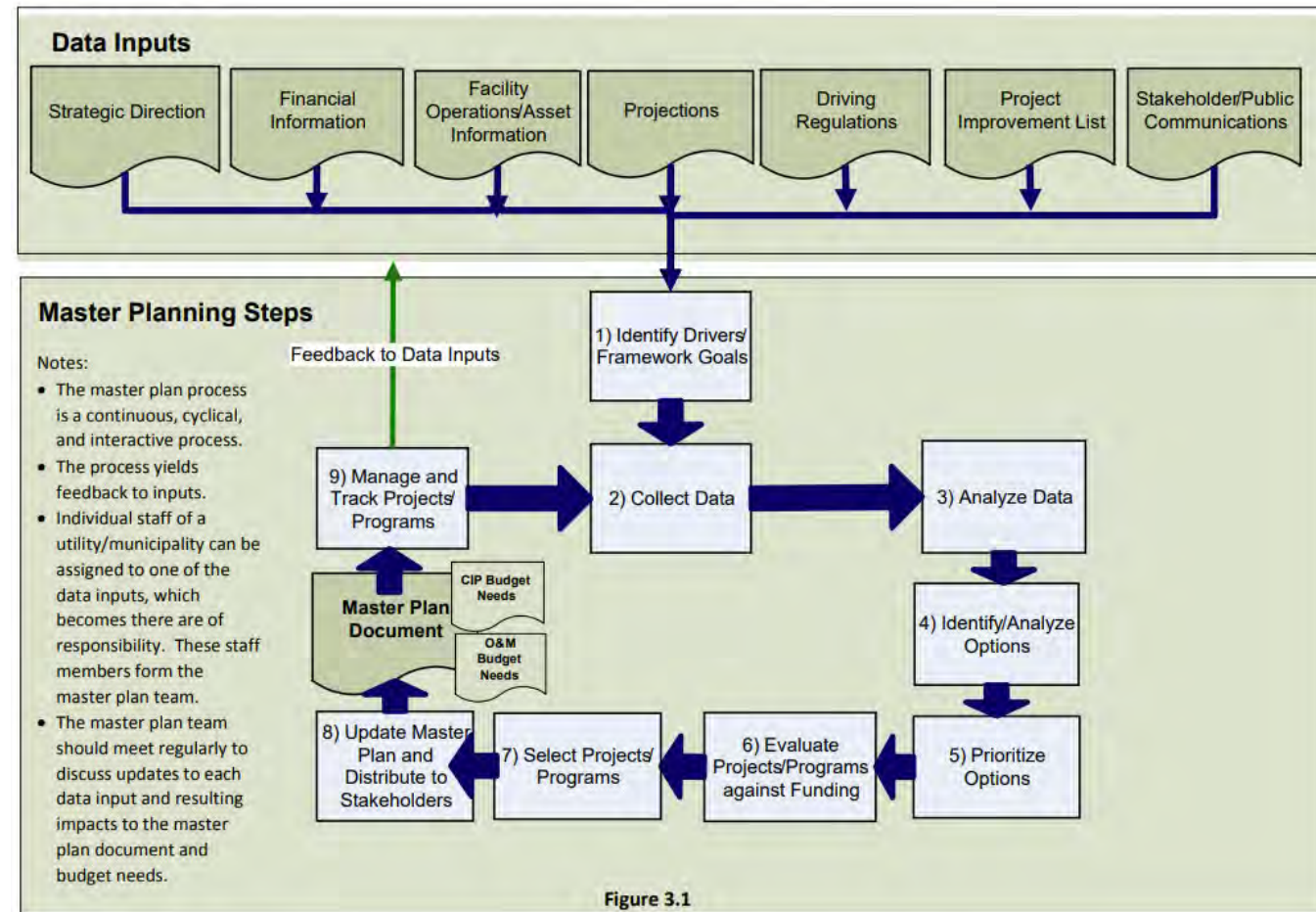


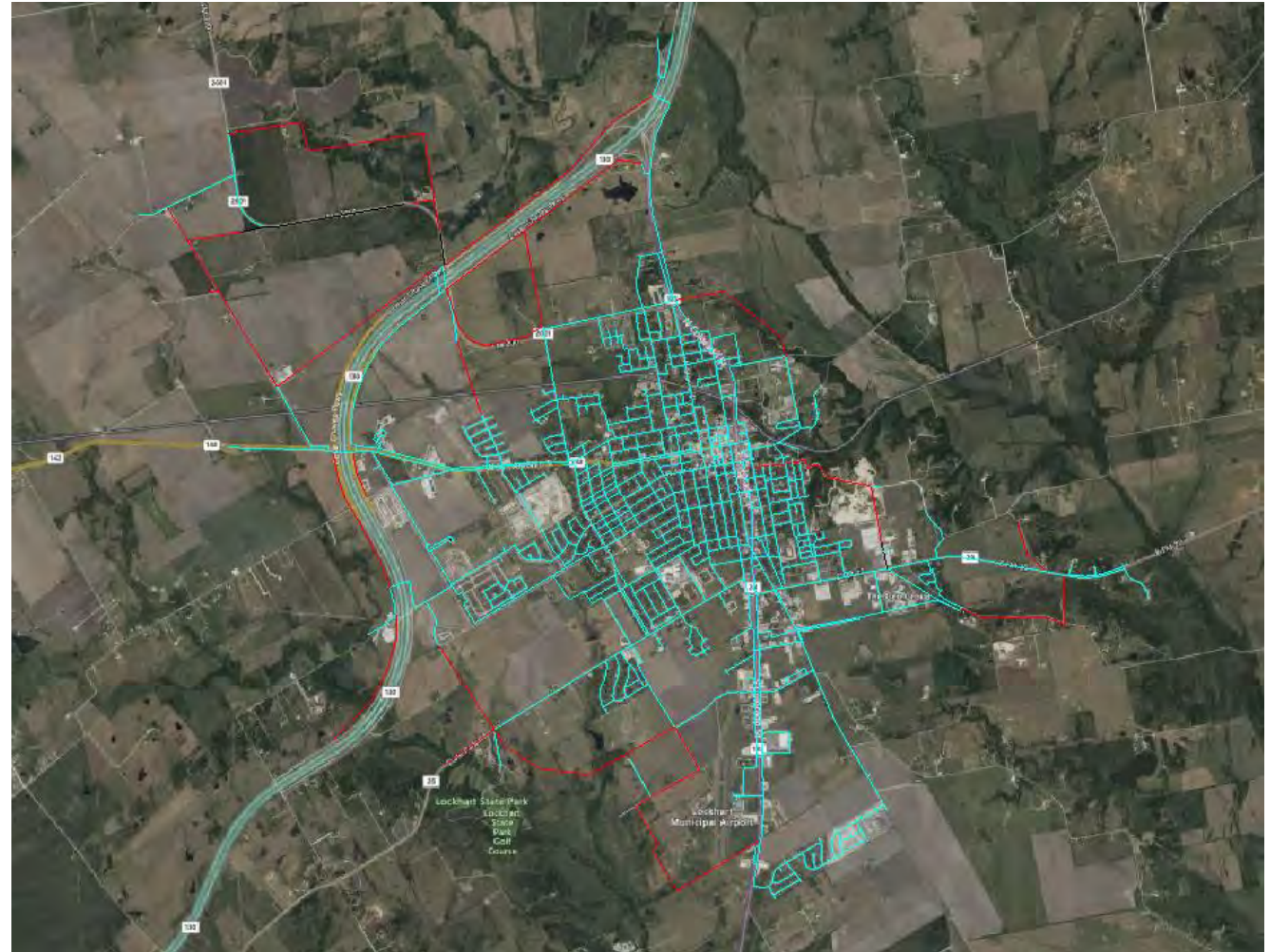
Figure 3.1 - Master Planning Steps. (2015). GAWP. Retrieved July 2024, from https://cdn.ymaws.com/www.gawp.org/resource/resmgr/Master_Planning_Guidelines/GAWP_Master_Planning_Guideli.pdf.

What was involved in this W/WW Master Plan

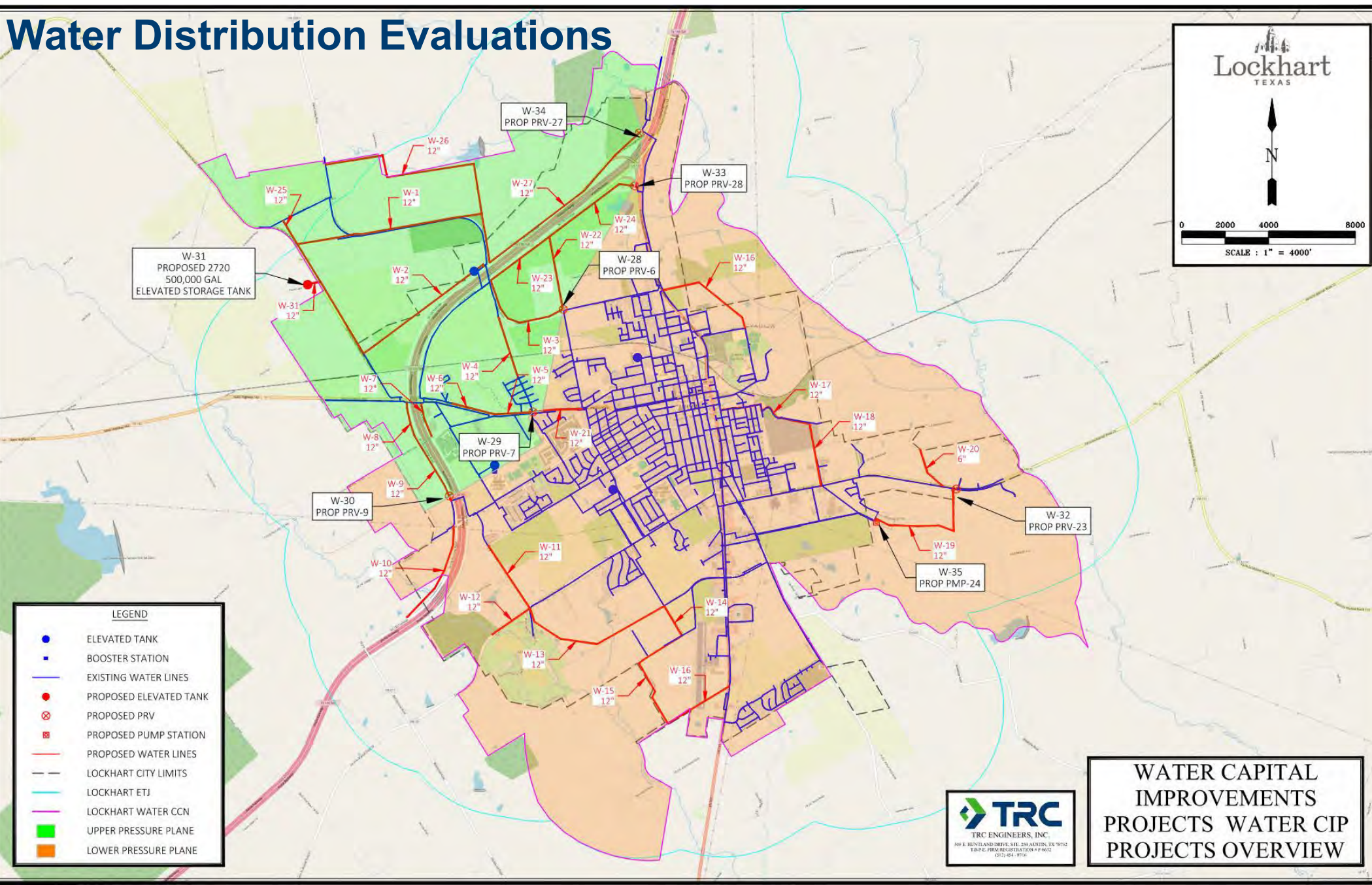
- Task 1 – Project Coordination
- Task 2 – Water Distribution Modeling and Evaluation
- Task 3 – Wastewater Collection Modeling and Evaluation
- Task 4 – W/WW Facilities Evaluation
- Task 5 – Capital Improvements Plan

Water Distribution Hydraulic Model

- TRC worked with the City to improve an existing model that TRC previously created.
- Data gathered included: record drawings, historical pump and tank data, fire flow test records
- Criteria for system to maintain compliance
 1. 30 TAC § 290.45 (a)(2) – 35psi under peak demand conditions.
 2. 30 TAC § 290.45 (a)(2) – 20psi and supply of 250gpm for 2 hours under fire flow conditions.
 1. Secondary goal was to maintain 1000gpm



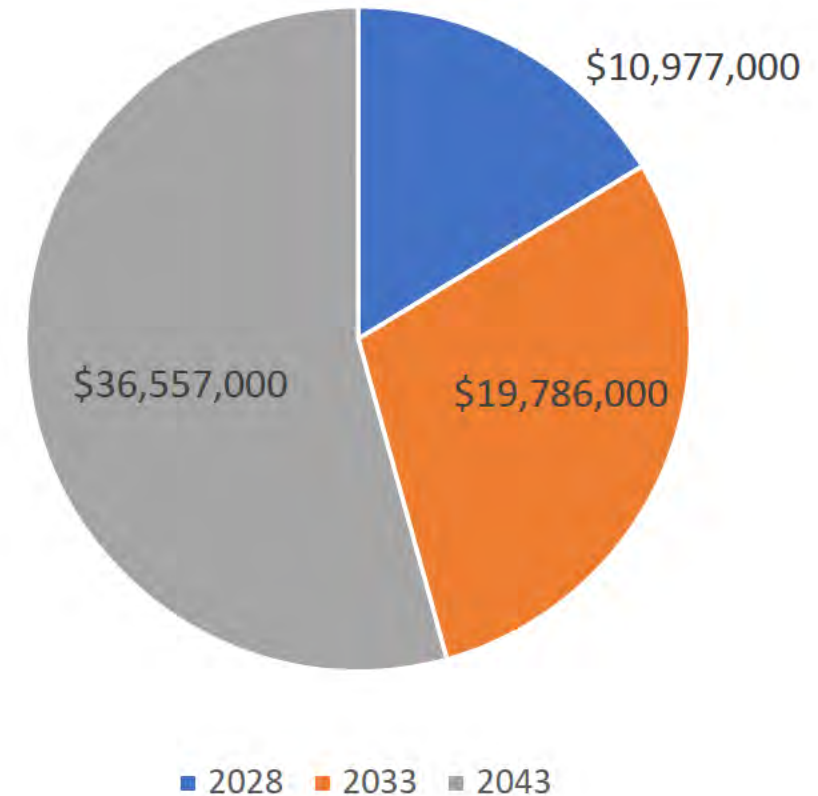
Water Distribution Evaluations



Water Distribution Evaluations

- 33 total projects over 20-years
 - 4 projects are related to capacity limitations or regulatory compliance.
 - 1 project is to bring the existing system in compliance with current City construction standards
 - 28 projects are due to anticipated growth and providing services beyond existing water utility extents

- Important Note:
 - ~\$36 million of cost in 2043 is to bring the system in compliance with current City Construction standards and not required to meet regulations/provide service.
 - Water Main Criticality Analysis could reduce cost and identify areas of priority for water main replacement.



Summary of Water Improvement Projects



NUMBER OF PROJECTS	PROJECT DESCRIPTION	COST	YEAR
10 PROJECTS	Network Improvements	\$10,977,000	2028
8 projects	Installing 49,290 linear feet of 12" Pipes	\$10,871,000	
2 projects	Installing Two (2) Pressure Reducing Valves	\$106,000	
21 PROJECTS	Network and Infrastructure Improvements	\$19,786,000	2033
16 projects	Installing 69,250 linear feet of 12" Pipes	\$15,715,000	
1 project	Installing 50,000 Gallon Elevated Storage Tank	\$3,036,000	
1 project	Installing High Service Pump of 1,200 GPM	\$876,000	
3 projects	Installing Three (3) Pressure Reducing Valves	\$159,000	
2 PROJECTS	Installation and Upsizing of Pipes	\$36,557,000	2043
1 project	Installing High Service Pump of 1,200 GPM	\$876,000	
1 project	Evaluating/updating Pipes per City Construction Compliance (8" diameter or bigger)	\$35,681,000	
33 TOTAL PROJECTS	TOTAL	\$67,320,000	

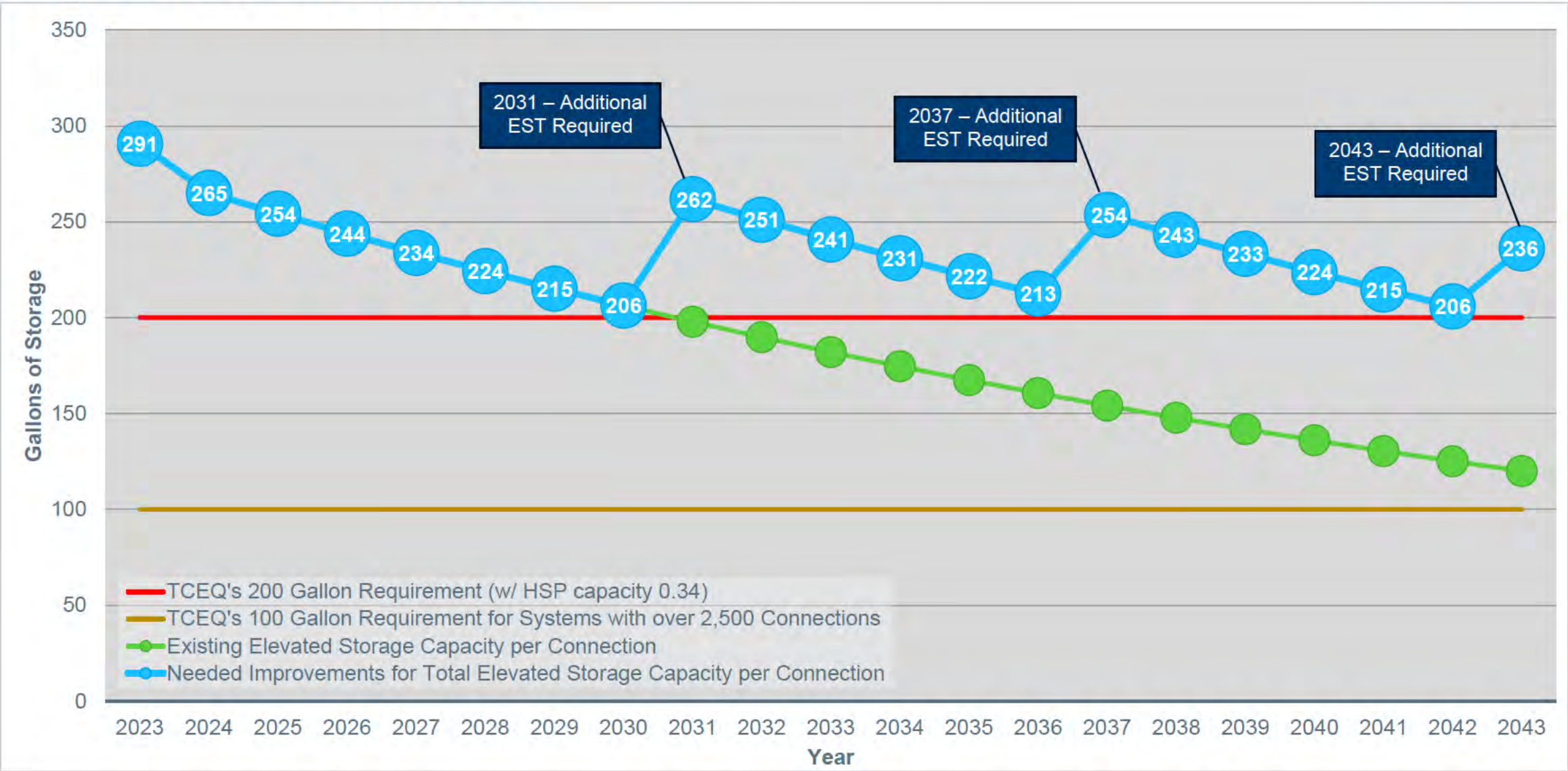
Elevated Storage and High Service Pump (HSP) Requirements by TCEQ



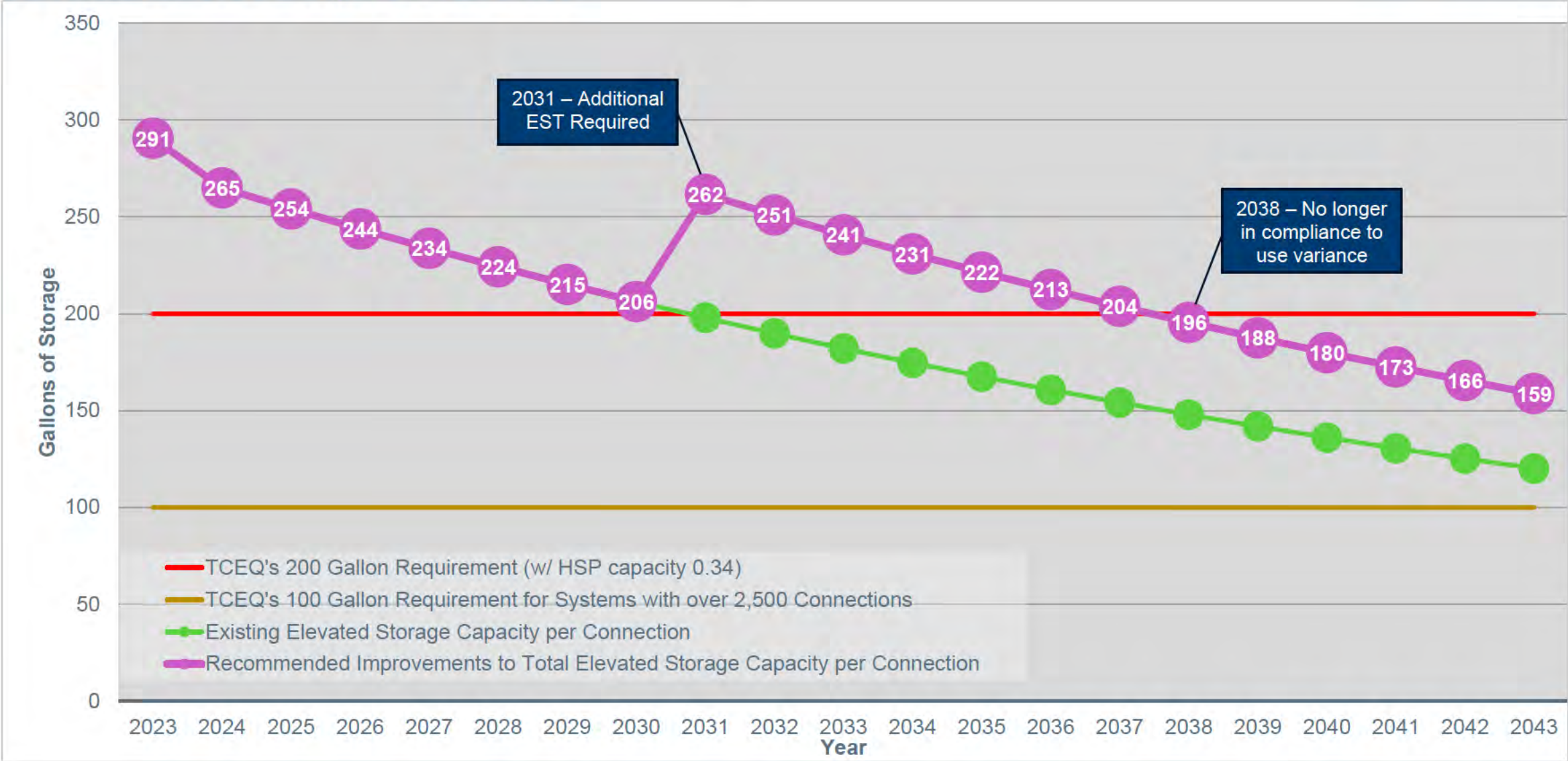
Rules from 290.45(b)(1)(D) for systems with over 250 connections

- Requirement for Elevated Storage
 - Elevated storage capacity of 100 gallons per connection
 - Note: If total capacity is over 200 gallons per connection, requirement for combined HSPs capacity's is affected
- Requirement for High Service Pumps (HSP)
 - Two options to meet requirement
 - Meet peak hourly demands (PHD) with the largest pump out of service (firm capacity)
 - For systems with elevated storage capacity of 200 gallons per connection, the HSPs minimum combined capacity must be 0.6 gpm per connection
- Alternative Capacity Request (ACR) Variance
 - received July 23, 2024
 - Granted new variance for combined HSP capacity
 - Combined HSP capacity of 0.34 gpm per connection required instead of 0.6 gpm per connection when the system has 200 gallons of elevated storage per connection.
 - Currently the City is meeting TCEQ's requirements using this rule.

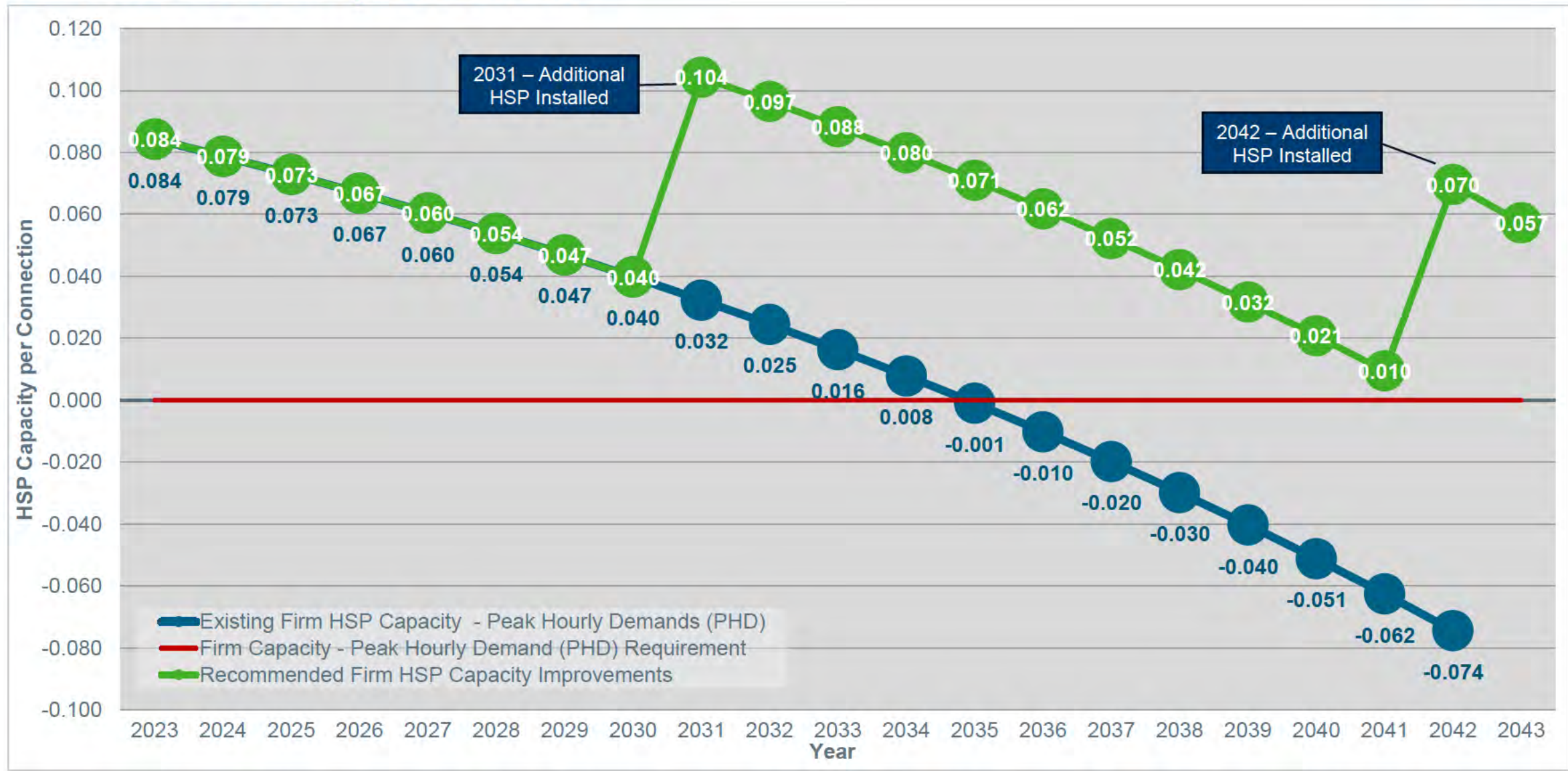
TCEQ's Elevated Storage Capacity Requirement using the Variance Request



TCEQ's Elevated Storage Capacity Requirement – Recommended Improvements

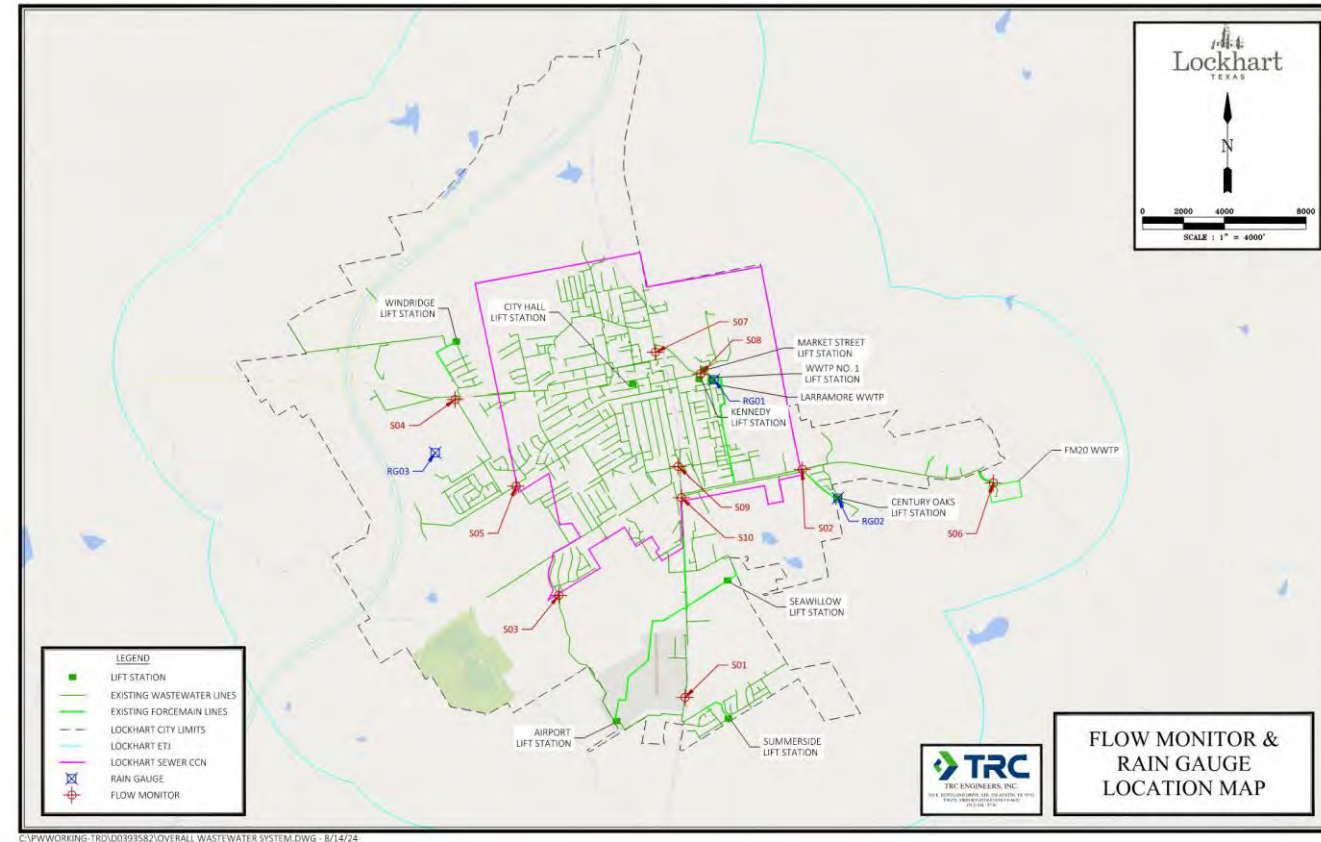


TCEQ's High Service Capacity Requirement – Recommended Improvements

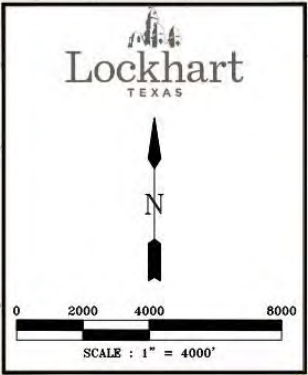


Wastewater Distribution Hydraulic Model

- TRC worked with the City to create a new hydraulic model
- Data gathered include record drawings, historical pump and tank data, fire flow test records
- 10 flow monitors and 3 rain gauges deployed from August 2023 to December 2023
- Criteria for system to maintain compliance
 1. Dry-weather flow is not greater than 50% of pipe diameter.
 2. Wet-weather flow is not greater than 80% of pipe diameter.



Sewer Distribution Evaluations



LEGEND

- EXISTING LIFT STATION
- EXISTING FORCE MAIN
- EXISTING SEWER LINE
- PROPOSED LIFT STATION/IMPROVEMENTS
- PROPOSED FORCE MAIN
- PROPOSED SEWER LINES
- LOCKHART CITY LIMITS
- LOCKHART ETJ
- LOCKHART SEWER CCN

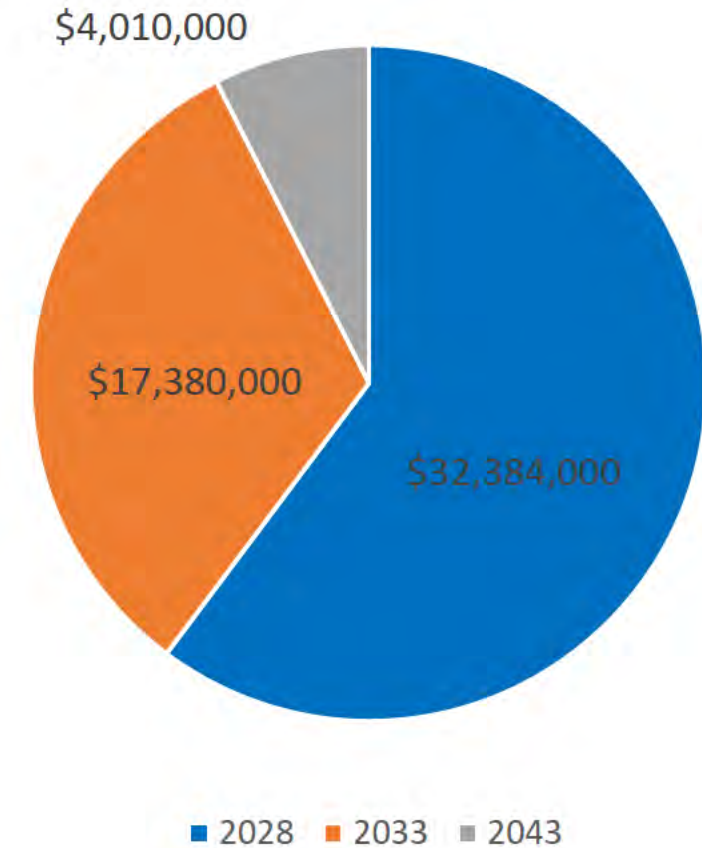
TRC

TRC ENGINEERS, INC.
599 E. HUNTLAND DRIVE, STE. 250 AUSTIN, TX 78752
T&E: 512.454.4700 F&S: 512.454.4701

SEWER CAPITAL
IMPROVEMENTS
PROJECTS SEWER CIP
PROJECTS OVERVIEW

Sewer Distribution Evaluations

- 44 total projects over 20-years
 - 10 projects are related to capacity limitations
 - Lift Station Infrastructure Improvements
 - 34 projects are due to anticipated growth and providing services beyond existing wastewater utility extents
 - Pipelines

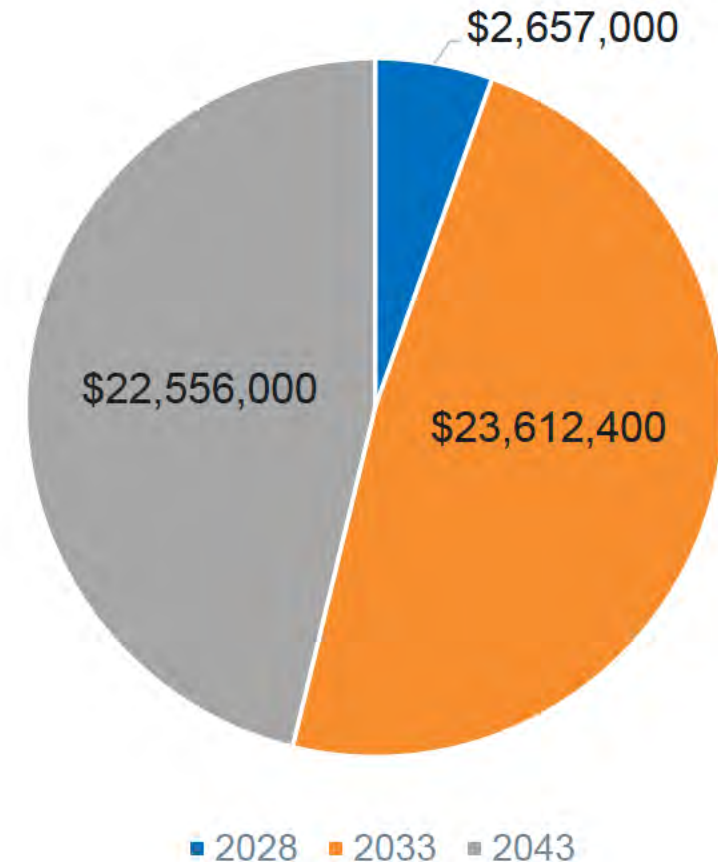


Summary of Wastewater Improvement Projects

NUMBER OF PROJECTS	TYPE OF PROJECT	QUANTITY	COST	PLANNING HORIZONS
23 PROJECTS	Network Improvements and Lift Station Infrastructure		\$32,384,000	2028
6 projects	Construction of Three (3) Lift Station and Three (3) Force Mains	3 lift stations, 26,200 linear feet	\$10,711,000	
17 projects	Installing and Upsizing of Pipes	76,400 linear feet	\$21,673,000	
18 PROJECTS	Network Improvements and Lift Station Infrastructure		\$17,380,000	2033
2 projects	Construction of One (1) Lift Station and One (1) Force Main	1 lift station, 2,000 linear feet	\$2,293,000	
1 project	Lift Station Improvements	capacity increase	\$1,250,000	
15 projects	Installing and Upsizing of Pipes	50,300 linear feet	\$13,837,000	
3 PROJECTS	Network Improvements and Lift Station Infrastructure		\$4,010,000	2043
2 projects	Upsizing of Pipes	6,000 linear feet	\$2,010,000	
1 project	Lift Station Improvements	capacity increase	\$2,000,000	
44 TOTAL PROJECTS		TOTAL	\$53,774,000	

W/WW Facilities Evaluation

- 13 total projects over 20-years
 - Main cost is derived from the decommissioning of Larremore WWTP & expansion of FM20 WWTP
 - Short-term Planning Horizon - ~\$3,000,000
 - WWTPs Equipment Improvements
 - Intermediate-Term Planning Horizon - ~\$20,000,000
 - Phase 1 – Expansion of FM20
 - Improvements to Wells
 - Long-Term Planning Horizon- ~\$25,000,000
 - Phase 2 – Additional expansion of FM20
 - Demolition of Larremore

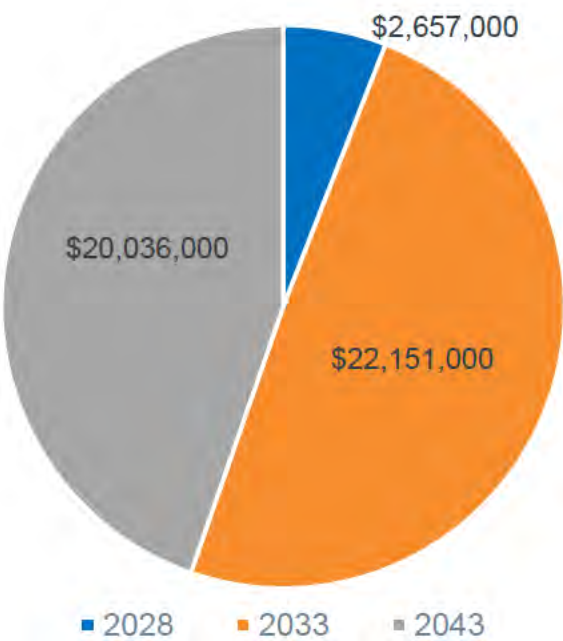


Breakdown of Wastewater Facility Costs

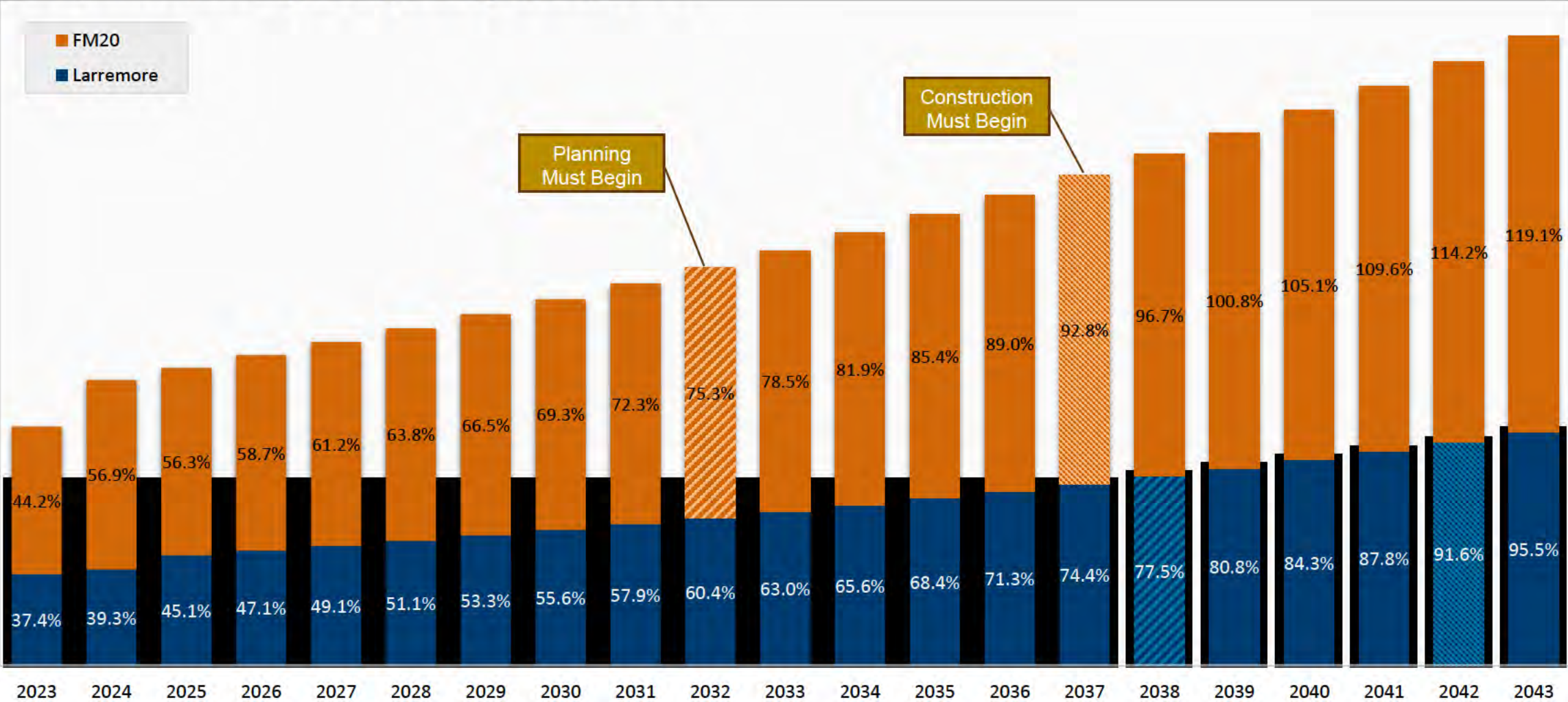


Wastewater Facility CIP Estimated Cost

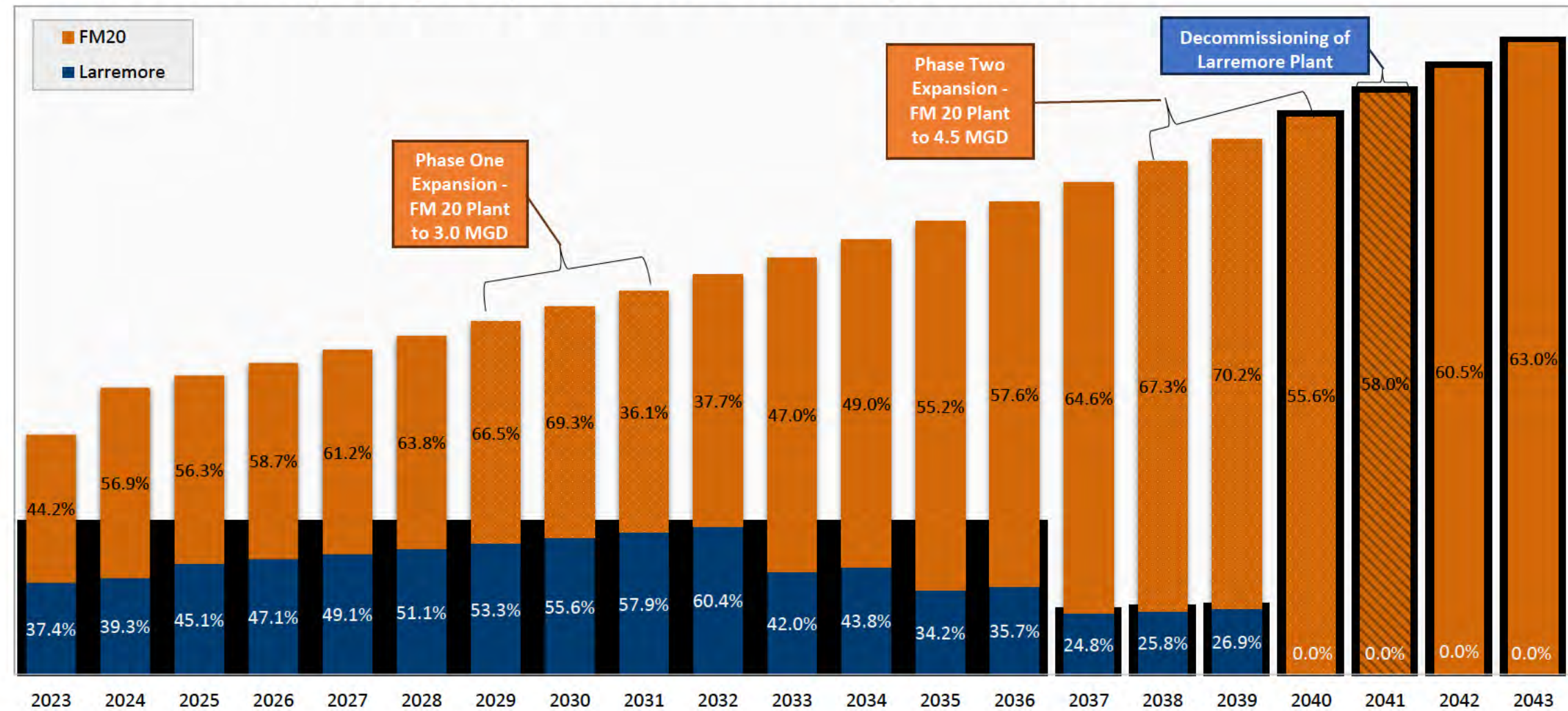
PROJECT DESCRIPTION	COST	Planning Horizon
CIP Maintance Costs	\$2,657,000	2028
FM 20 WWTP CIP	\$2,452,000	-
Larremore WWTP CIP	\$205,000	-
Plant Expansion Cost	\$22,151,000	2033
FM 20 WWTP Expansion Phase One	\$22,151,000	2029
Plant Expansions and CIP Costs	\$20,036,000	2043
Larremore WWTP CIP	\$535,000	-
FM 20 WWTP Expansion Phase Two	\$19,020,000	2038
Larremore Decommissioning	\$481,000	4041
TOTAL	\$44,844,000	



TCEQ WWTP Capacity Requirements



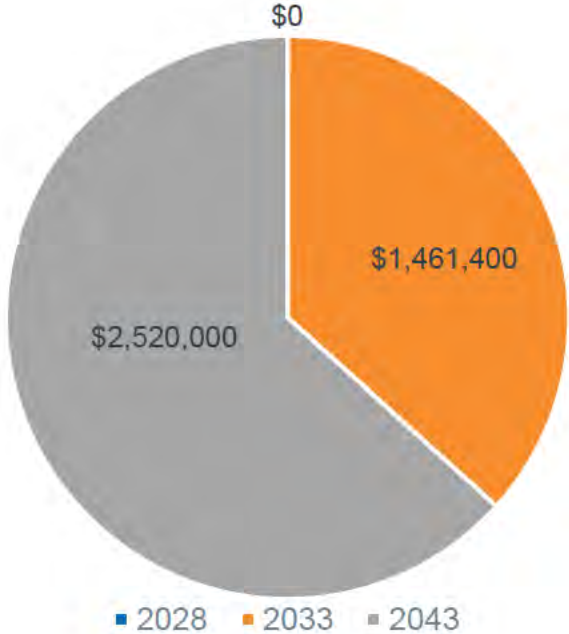
TCEQ WWTP Capacity Requirements with Improvements



Breakdown of Water Facility Costs

Water Facility CIP Estimated Cost

PROJECT DESCRIPTION	COST	Planning Horizon
Capacity Requirements by TCEQ	\$1,461,400	2033
ACR Request to TCEQ	\$11,400	2030
Well No. 4.B	\$1,450,000	2032
Capacity Requirements by TCEQ	\$2,520,000	2043
Well No. 5.B	\$1,400,000	2040
1 MGD Water Contract	\$1,120,000	2043
TOTAL	\$3,981,400	



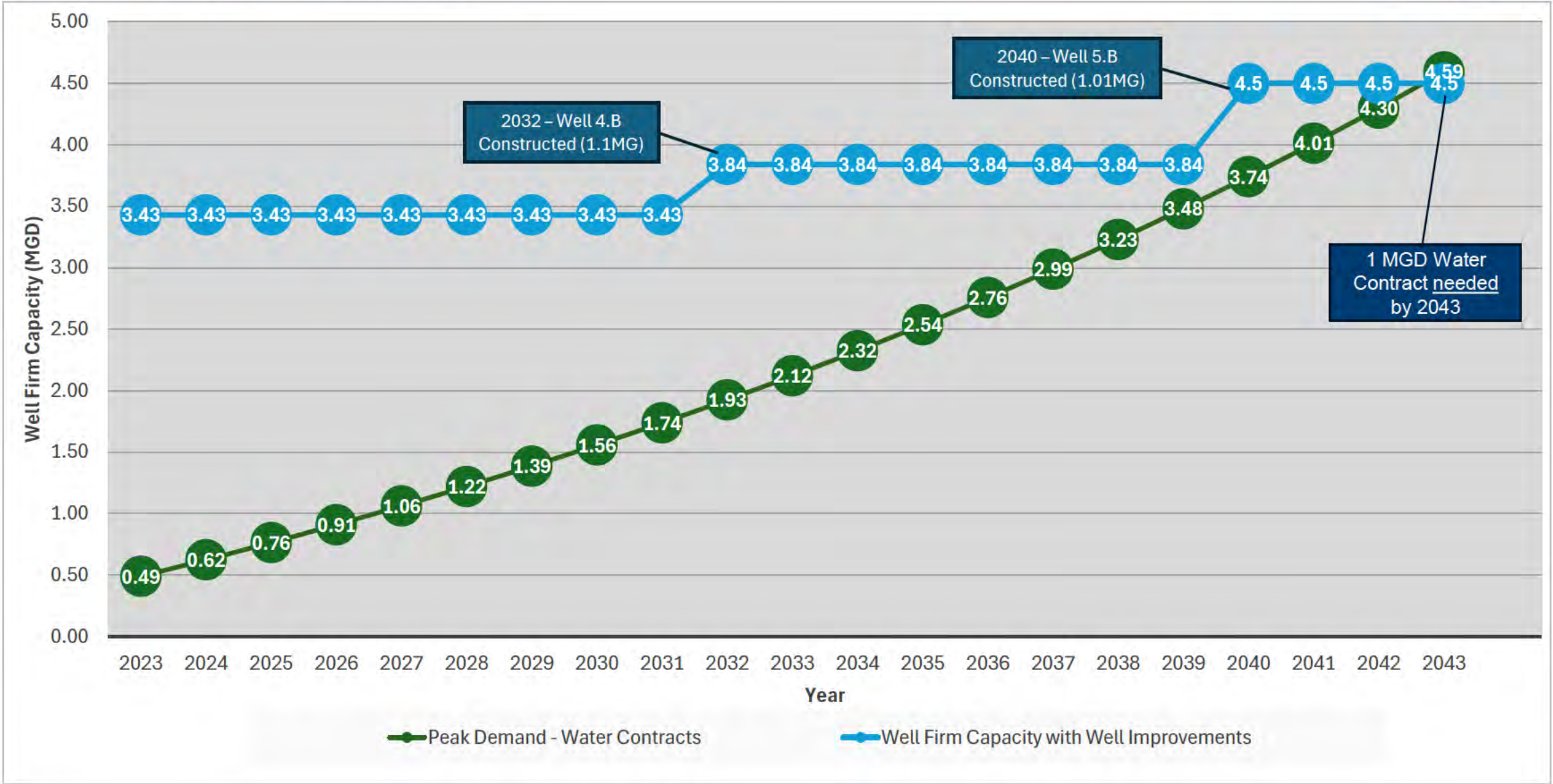
TCEQ's Well Capacity Requirements



Rules from 290.45(b)(1)(D) for systems with over 250 connections

- Two or more wells having a total capacity of 0.6 per connection
- Where an interconnection is provided with another acceptable water system capable of supplying at least 0.35 gpm for each connection in the combined system under emergency conditions
 - An additional well will not be required as long as the 0.6 per connection requirement is met for each system on an individual basis
- Recommended that the City ask for additional ACR variances for both requirements
 - Without City will experience excessive water supply vs projected demands.
 - After recommended well improvements, a 3 MGD water contract would be needed to meet both TCEQ requirements.
 - Would increase total capacity of water supply to be 5 MGD greater than project demand by 2043.
 - Instead, City is recommended to meet projected demands with firm capacity of the City's water supply.

Recommended Firm Well Capacity Improvements throughout Planning Horizons



Cost Breakdown - Summary

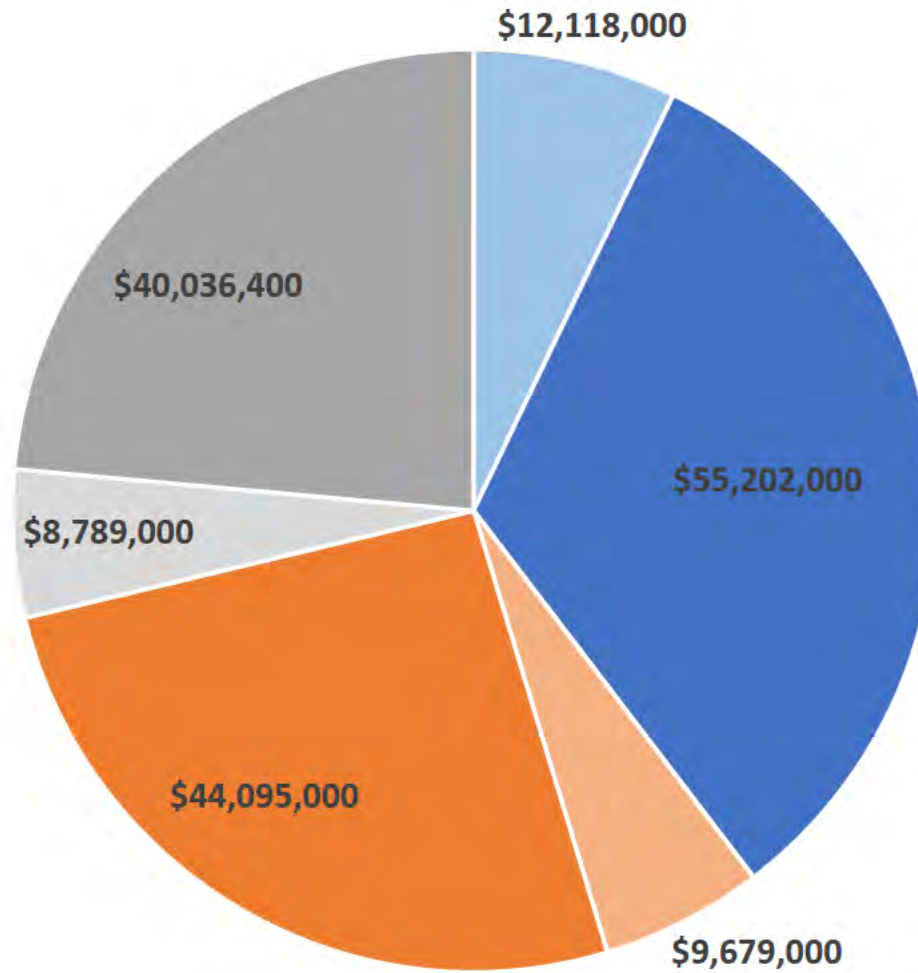
Planning Horizon	Water CIP Estimated Cost ^{1,2,3}	Wastewater CIP Estimated Cost ^{1,2,3}	W/WW Facility CIP Estimated Cost ^{1,2,3}	Total Cost ^{1,2,3}
2028	\$10,977,000	\$32,384,000	\$2,657,000	\$46,018,000
2033	\$19,786,000	\$17,380,000	\$23,612,400	\$60,778,400
2043	\$37,557,000	\$4,010,000	\$22,556,000	\$63,123,000
Total	\$67,320,000	\$53,774,000	\$48,825,400	\$169,919,400

¹All cost provided are in 2024 dollars.

²20% contingency applied to construction cost estimate

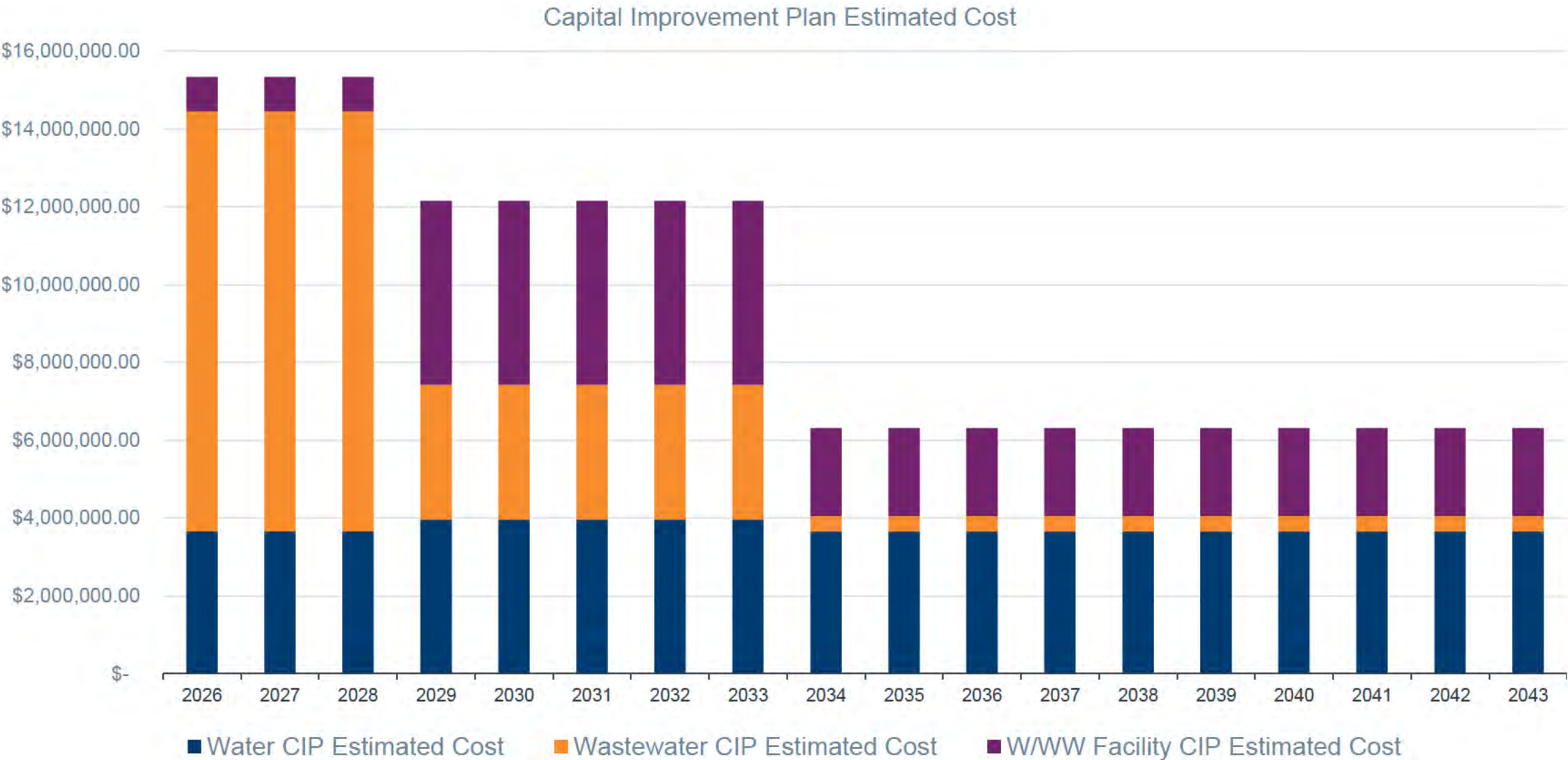
³Cost have an assumed Admin/Engineering/Survey cost of 18% of estimated construction cost and contingency

Cost Breakdown – Engineering vs Construction



- Water - Engineering
- Water - Construction
- Wastewater - Engineering
- Wastewater - Construction
- Facilities - Engineering
- Facilities- Construction

Cost Breakdown – Cost over 20-year study period



Thanks!

Please contact us if we can assist you in any way!



Call Us:

William Wachel

W:512.201.1207

C:713.498.8488



Email Us:

WWachel@TRCcompanies.com



Visit Us:

TRCcompanies.com

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: October 3, 2024

AGENDA ITEM CAPTION: Discussion regarding approval of Wastewater Discharge Permit Applications for submittal to the Texas Commission on Environmental Quality and authorizing the Mayor to sign all application documents.

ORIGINATING DEPARTMENT AND CONTACT: Public Works - Sean Kelley

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: The Texas Commission on Environmental Quality (TCEQ) requires wastewater discharge permits to be renewed every five years. The City's current permits for Lockhart – Larremore expire in April 2025 and Lockhart FM20 expire in July 2025. Wastewater permit applications need to be submitted to TCEQ a minimum of 6 months prior to expiration to ensure ample time for review. The Guadalupe-Blanco River Authority (GBRA) will submit permit applications simultaneously for both Lockhart wastewater plants as indicated in their current contract. The applications reflect no changes to the discharge parameters. No additional treatment costs are expected to be incurred when the new permits are issued because the discharge effluent parameters will remain the same.

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: GBRA and staff respectfully recommend approval of the wastewater permit applications for submittal to TCEQ.

LIST OF SUPPORTING DOCUMENTS: Larremore WWTP Application, Lockhart FM20 WWTP Application

Attachment 1

Core Data Form



TCEQ Core Data Form

For detailed instructions on completing this form, please read the Core Data Form Instructions or call 512-239-5175.

SECTION I: General Information

1. Reason for Submission (If other is checked please describe in space provided.)		
☐ New Permit, Registration or Authorization (Core Data Form should be submitted with the program application.)		
☒ Renewal (Core Data Form should be submitted with the renewal form)		☐ Other
2. Customer Reference Number (if issued)	Follow this link to search for CN or RN numbers in Central Registry**	3. Regulated Entity Reference Number (if issued)
CN 600245195		RN 101236065

SECTION II: Customer Information

4. General Customer Information		5. Effective Date for Customer Information Updates (mm/dd/yyyy)							
☐ New Customer ☐ Update to Customer Information ☐ Change in Regulated Entity Ownership									
☐ Change in Legal Name (Verifiable with the Texas Secretary of State or Texas Comptroller of Public Accounts)									
<i>The Customer Name submitted here may be updated automatically based on what is current and active with the Texas Secretary of State (SOS) or Texas Comptroller of Public Accounts (CPA).</i>									
6. Customer Legal Name (If an individual, print last name first: eg: Doe, John)			<i>If new Customer, enter previous Customer below:</i>						
Guadalupe-Blanco River Authority									
7. TX SOS/CPA Filing Number	8. TX State Tax ID (11 digits)	9. Federal Tax ID (9 digits)	10. DUNS Number (if applicable)						
	17460016342	746001634							
11. Type of Customer:	☐ Corporation	☐ Individual	Partnership: ☐ General ☐ Limited						
Government: ☒ City ☐ County ☐ Federal ☐ Local ☐ State ☐ Other		☐ Sole Proprietorship	☐ Other:						
12. Number of Employees			13. Independently Owned and Operated?						
☐ 0-20 ☐ 21-100 ☒ 101-250 ☐ 251-500 ☐ 501 and higher			☐ Yes ☒ No						
14. Customer Role (Proposed or Actual) – as it relates to the Regulated Entity listed on this form. Please check one of the following									
☒ Owner ☐ Operator ☐ Owner & Operator ☐ Other:									
☐ Occupational Licensee ☐ Responsible Party ☐ VCP/BSA Applicant									
15. Mailing Address:	P.O. Box 239								
	City	Lockhart	State	TX	ZIP	78644	ZIP + 4		
16. Country Mailing Information (if outside USA)					17. E-Mail Address (if applicable)				
					slewis@lockhart-tx.org				
18. Telephone Number			19. Extension or Code			20. Fax Number (if applicable)			

SECTION III: Regulated Entity Information

21. General Regulated Entity Information (If "New Regulated Entity" is selected, a new permit application is also required.)								
☐ New Regulated Entity ☐ Update to Regulated Entity Name ☐ Update to Regulated Entity Information								
<i>The Regulated Entity Name submitted may be updated, in order to meet TCEQ Core Data Standards (removal of organizational endings such as Inc, LP, or LLC).</i>								
22. Regulated Entity Name (Enter name of the site where the regulated action is taking place.)								
Lockhart Wastewater Treatment Facility No. 1								
23. Street Address of the Regulated Entity: (No PO Boxes)	109 Larremore Street							
	City	Lockhart	State	TX	ZIP	78644	ZIP + 4	
24. County	Caldwell							

If no Street Address is provided, fields 25-28 are required.

25. Description to Physical Location:											
26. Nearest City				State		Nearest ZIP Code					
<i>Latitude/Longitude are required and may be added/updated to meet TCEQ Core Data Standards. (Geocoding of the Physical Address may be used to supply coordinates where none have been provided or to gain accuracy).</i>											
27. Latitude (N) In Decimal:						28. Longitude (W) In Decimal:					
Degrees		Minutes		Seconds		Degrees		Minutes		Seconds	
29. Primary SIC Code (4 digits)			30. Secondary SIC Code (4 digits)			31. Primary NAICS Code (5 or 6 digits)			32. Secondary NAICS Code (5 or 6 digits)		
4952						221320					
33. What is the Primary Business of this entity? (Do not repeat the SIC or NAICS description.)											
Wastewater Treatment Facility											
34. Mailing Address:		P.O. Box 239									
		City	Lockhart	State	TX	ZIP	78644	ZIP + 4			
35. E-Mail Address:		lwhite@lockhart-tx.org									
36. Telephone Number				37. Extension or Code		38. Fax Number (if applicable)					
(512) 398-3461						() -					

39. TCEQ Programs and ID Numbers Check all Programs and write in the permits/registration numbers that will be affected by the updates submitted on this form. See the Core Data Form instructions for additional guidance.

☐ Dam Safety	☐ Districts	☐ Edwards Aquifer	☐ Emissions Inventory Air	☐ Industrial Hazardous Waste
☐ Municipal Solid Waste	☐ New Source Review Air	☐ OSSF	☐ Petroleum Storage Tank	☐ PWS
☐ Sludge	☐ Storm Water	☐ Title V Air	☐ Tires	☐ Used Oil
☐ Voluntary Cleanup	☒ Wastewater	☐ Wastewater Agriculture	☐ Water Rights	☐ Other:
	WQ0010210-001			

SECTION IV: Preparer Information

40. Name:	Lauren Willis	41. Title:	Director of Gov't Affairs
42. Telephone Number	43. Ext./Code	44. Fax Number	45. E-Mail Address
(830) 379-5822		() -	lwillis@gbra.org

SECTION V: Authorized Signature

46. By my signature below, I certify, to the best of my knowledge, that the information provided in this form is true and complete, and that I have signature authority to submit this form on behalf of the entity specified in Section II, Field 6 and/or as required for the updates to the ID numbers identified in field 39.

Company:	City of Lockhart	Job Title:	City Mayor
Name (In Print):	Lew White	Phone:	(512) 398- 3461
Signature:		Date:	

Section 14. Signature Page (Instructions Page 34)

If co-applicants are necessary, each entity must submit an original, separate signature page.

Permit Number: WQ0010210-001

Applicant: City of Lockhart

Certification:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

I further certify that I am authorized under 30 Texas Administrative Code § 305.44 to sign and submit this document, and can provide documentation in proof of such authorization upon request.

Signatory name (typed or printed): Lew White

Signatory title: City Mayor, City of Lockhart

Signature: _____ Date: _____

(Use blue ink)

Subscribed and Sworn to before me by the said _____

on this _____ day of _____, 20____.

My commission expires on the _____ day of _____, 20____.

Notary Public

[SEAL]

County, Texas

Section 14. Laboratory Accreditation (Instructions Page 56)

All laboratory tests performed must meet the requirements of *30 TAC Chapter 25, Environmental Testing Laboratory Accreditation and Certification*, which includes the following general exemptions from National Environmental Laboratory Accreditation Program (NELAP) certification requirements:

- The laboratory is an in-house laboratory and is:
 - o periodically inspected by the TCEQ; or
 - o located in another state and is accredited or inspected by that state; or
 - o performing work for another company with a unit located in the same site; or
 - o performing pro bono work for a governmental agency or charitable organization.
- The laboratory is accredited under federal law.
- The data are needed for emergency-response activities, and a laboratory accredited under the Texas Laboratory Accreditation Program is not available.
- The laboratory supplies data for which the TCEQ does not offer accreditation.

The applicant should review 30 TAC Chapter 25 for specific requirements.

The following certification statement shall be signed and submitted with every application. See the Signature Page section in the Instructions, for a list of designated representatives who may sign the certification.

CERTIFICATION:

I certify that all laboratory tests submitted with this application meet the requirements of *30 TAC Chapter 25, Environmental Testing Laboratory Accreditation and Certification*.

Printed Name: Lew White

Title: City Mayor, City of Lockhart

Signature: _____

Date: _____

Attachment 1

Core Data Form



TCEQ Core Data Form

For detailed instructions on completing this form, please read the Core Data Form Instructions or call 512-239-5175.

SECTION I: General Information

1. Reason for Submission (If other is checked please describe in space provided.)		
☐ New Permit, Registration or Authorization (Core Data Form should be submitted with the program application.)		
☒ Renewal (Core Data Form should be submitted with the renewal form)		☐ Other
2. Customer Reference Number (if issued)	Follow this link to search for CN or RN numbers in Central Registry**	3. Regulated Entity Reference Number (if issued)
CN 600245195		RN 101325926

SECTION II: Customer Information

4. General Customer Information		5. Effective Date for Customer Information Updates (mm/dd/yyyy)							
☐ New Customer ☐ Update to Customer Information ☐ Change in Regulated Entity Ownership									
☐ Change in Legal Name (Verifiable with the Texas Secretary of State or Texas Comptroller of Public Accounts)									
<i>The Customer Name submitted here may be updated automatically based on what is current and active with the Texas Secretary of State (SOS) or Texas Comptroller of Public Accounts (CPA).</i>									
6. Customer Legal Name (If an individual, print last name first: eg: Doe, John)			<i>If new Customer, enter previous Customer below:</i>						
Guadalupe-Blanco River Authority									
7. TX SOS/CPA Filing Number	8. TX State Tax ID (11 digits)	9. Federal Tax ID (9 digits)	10. DUNS Number (if applicable)						
	17460016342	746001634							
11. Type of Customer:	☐ Corporation	☐ Individual	Partnership: ☐ General ☐ Limited						
Government: ☒ City ☐ County ☐ Federal ☐ Local ☐ State ☐ Other	☐ Sole Proprietorship		☐ Other:						
12. Number of Employees		13. Independently Owned and Operated?							
☐ 0-20 ☐ 21-100 ☒ 101-250 ☐ 251-500 ☐ 501 and higher		☐ Yes ☒ No							
14. Customer Role (Proposed or Actual) – as it relates to the Regulated Entity listed on this form. Please check one of the following									
☒ Owner ☐ Operator ☐ Owner & Operator ☐ Other:									
☐ Occupational Licensee ☐ Responsible Party ☐ VCP/BSA Applicant									
15. Mailing Address:	P.O. Box 239								
	City	Lockhart	State	TX	ZIP	78644	ZIP + 4		
16. Country Mailing Information (if outside USA)					17. E-Mail Address (if applicable)				
					slewis@lockhart-tx.org				
18. Telephone Number			19. Extension or Code			20. Fax Number (if applicable)			

SECTION III: Regulated Entity Information

21. General Regulated Entity Information (If "New Regulated Entity" is selected, a new permit application is also required.)								
☐ New Regulated Entity ☐ Update to Regulated Entity Name ☐ Update to Regulated Entity Information								
<i>The Regulated Entity Name submitted may be updated, in order to meet TCEQ Core Data Standards (removal of organizational endings such as Inc, LP, or LLC).</i>								
22. Regulated Entity Name (Enter name of the site where the regulated action is taking place.)								
Lockhart Wastewater Treatment Facility No. 2								
23. Street Address of the Regulated Entity: (No PO Boxes)	167 Creekview							
	City	Lockhart	State	TX	ZIP	78644	ZIP + 4	
24. County	Caldwell							

If no Street Address is provided, fields 25-28 are required.

25. Description to Physical Location:											
26. Nearest City				State		Nearest ZIP Code					
<i>Latitude/Longitude are required and may be added/updated to meet TCEQ Core Data Standards. (Geocoding of the Physical Address may be used to supply coordinates where none have been provided or to gain accuracy).</i>											
27. Latitude (N) In Decimal:						28. Longitude (W) In Decimal:					
Degrees		Minutes		Seconds		Degrees		Minutes		Seconds	
29. Primary SIC Code (4 digits)			30. Secondary SIC Code (4 digits)			31. Primary NAICS Code (5 or 6 digits)			32. Secondary NAICS Code (5 or 6 digits)		
4952						221320					
33. What is the Primary Business of this entity? (Do not repeat the SIC or NAICS description.)											
Wastewater Treatment Facility											
34. Mailing Address:		P.O. Box 239									
		City	Lockhart	State	TX	ZIP	78644	ZIP + 4			
35. E-Mail Address:		lwhite@lockhart-tx.org									
36. Telephone Number				37. Extension or Code		38. Fax Number (if applicable)					
(512) 398-3461						() -					

39. TCEQ Programs and ID Numbers Check all Programs and write in the permits/registration numbers that will be affected by the updates submitted on this form. See the Core Data Form instructions for additional guidance.

☐ Dam Safety	☐ Districts	☐ Edwards Aquifer	☐ Emissions Inventory Air	☐ Industrial Hazardous Waste
☐ Municipal Solid Waste	☐ New Source Review Air	☐ OSSF	☐ Petroleum Storage Tank	☐ PWS
☐ Sludge	☐ Storm Water	☐ Title V Air	☐ Tires	☐ Used Oil
☐ Voluntary Cleanup	☒ Wastewater	☐ Wastewater Agriculture	☐ Water Rights	☐ Other:
	WQ0010210-002			

SECTION IV: Preparer Information

40. Name:	Lauren Willis	41. Title:	Director of Gov't Affairs
42. Telephone Number	43. Ext./Code	44. Fax Number	45. E-Mail Address
(830) 379-5822		() -	lwillis@gbra.org

SECTION V: Authorized Signature

46. By my signature below, I certify, to the best of my knowledge, that the information provided in this form is true and complete, and that I have signature authority to submit this form on behalf of the entity specified in Section II, Field 6 and/or as required for the updates to the ID numbers identified in field 39.

Company:	City of Lockhart	Job Title:	City Mayor
Name (In Print):	Lew White	Phone:	(512) 398- 3461
Signature:		Date:	

Section 14. Laboratory Accreditation (Instructions Page 56)

All laboratory tests performed must meet the requirements of *30 TAC Chapter 25, Environmental Testing Laboratory Accreditation and Certification*, which includes the following general exemptions from National Environmental Laboratory Accreditation Program (NELAP) certification requirements:

- The laboratory is an in-house laboratory and is:
 - o periodically inspected by the TCEQ; or
 - o located in another state and is accredited or inspected by that state; or
 - o performing work for another company with a unit located in the same site; or
 - o performing pro bono work for a governmental agency or charitable organization.
- The laboratory is accredited under federal law.
- The data are needed for emergency-response activities, and a laboratory accredited under the Texas Laboratory Accreditation Program is not available.
- The laboratory supplies data for which the TCEQ does not offer accreditation.

The applicant should review 30 TAC Chapter 25 for specific requirements.

The following certification statement shall be signed and submitted with every application. See the Signature Page section in the Instructions, for a list of designated representatives who may sign the certification.

CERTIFICATION:

I certify that all laboratory tests submitted with this application meet the requirements of *30 TAC Chapter 25, Environmental Testing Laboratory Accreditation and Certification*.

Printed Name: Lew White

Title: City Mayor, City of Lockhart

Signature: _____

Date: _____

Section 14. Signature Page (Instructions Page 34)

If co-applicants are necessary, each entity must submit an original, separate signature page.

Permit Number: WQ0010210-002

Applicant: City of Lockhart

Certification:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

I further certify that I am authorized under 30 Texas Administrative Code § 305.44 to sign and submit this document, and can provide documentation in proof of such authorization upon request.

Signatory name (typed or printed): Lew White

Signatory title: City Mayor, City of Lockhart

Signature: _____ Date: _____

(Use blue ink)

Subscribed and Sworn to before me by the said _____

on this _____ day of _____, 20____.

My commission expires on the _____ day of _____, 20____.

Notary Public

[SEAL]

County, Texas

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: October 3, 2024

AGENDA ITEM CAPTION: Discussion regarding a hangar lease extension renewal with Mr. Phillip Cline and new rates for the hangar structure located at the Lockhart Municipal Airport, and appointing the Mayor to sign the agreement if approved.

ORIGINATING DEPARTMENT AND CONTACT: Public Works - Sean Kelley

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: The permanent hangar structure located at 205 Airport Drive was originally constructed as part of a 25-year ground lease by Ted Jones in 1994. The ground lease was set to expire on September 16, 2019. Prior to the expiration in 2018, there was the desire by the lease to transfer the ground lease to Phillip Cline, along with extending the lease for another 5 years until September 16, 2024. At the time of the original lease expiration, the structure became the property of the City of Lockhart. Leases for this property have now been converted to a hangar structure lease, previously a ground lease.

The airport was receiving \$1,989.06 for the hangar annually. These funds are used to fund projects at the airport and contribute to the maintenance costs of the airport. Under the new extension of the lease, the tenant will pay \$3.00 per square for the hangar, which is \$7,440.00 annually. A payment of \$620.00 will be due at the first of each month. The new square foot rate is similar to the other hangar rates located at the Lockhart Airport and comparable to hangars found at other municipal airports.

Mr. Cline has been involved at the Lockhart Municipal Airport for many years. The hangar known as the "Plane Talk" Hangar has accomplished building many project planes, including a new ultra-light plane project that is currently under construction.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

City of Lockhart, Texas

Council Agenda Item Cover Sheet

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends approval of the Extension of Lease as presented.

LIST OF SUPPORTING DOCUMENTS: Second Lease Extension Phillip Cline Final with Exhibits

SECOND LEASE EXTENSION

THIS AGREEMENT is made by and between Phillip Cline, an individual, herein referred to as the Lessee, and the City of Lockhart (“City”), a Texas Municipal Corporation, herein referred to as the Lessor.

1. On April 13, 2018, Phillip Cline assumed and became the Lessee of a real property lease (the “Lease”) that was executed on or about September 16, 1994 by and between the City as Lessor and Ted Jones as Lessee, under which the Leased Premises described therein was leased for twenty-five (25) years, ending on September 16, 2019. A copy of the Lease is attached as **Exhibit A**, and incorporated herein for all purposes. Such assumption was subject to approval by the City, which was given on September 18, 2018.

2. On September 19, 2018, Lessee and the City agreed to extend the Lease through September 16, 2024, subject to certain additions to the Lease (the “First Lease Extension”). A copy of the First Lease Extension is attached as **Exhibit B**, and incorporated herein for all purposes.

3. Lessee wishes to extend the lease for an additional five (5) years. The City and Lessee agree to such extension with the following additions to the Lease:

a) The Lease shall begin on October 1, 2024, and end on October 1, 2029.

b) Lessee is responsible for all utility payments and maintenance of the Leased Premises.

c) Lessee shall immediately purchase, at his sole expense, and maintain an insurance policy for the value of the structure on the Leased Premises, naming the City as an additional insured, for the life of this Second Lease Extension, and will provide a copy of the insurance policy to the City within ten (10) days of the date of execution of this Second Lease Extension. If Lessee fails to provide the required proof of insurance to the City within this time period, this Second Lease Extension shall be considered immediately terminated by the parties.

d) The Leased Premises shall comprise a building covering 2,480 square feet, which is more particularly described in **Exhibit C**, and incorporated herein for all purposes.

e) For the term of the Lease extension, Lessee agrees to pay rent to the City for the Leased Premises as follows:

- On or before the first of each month: \$620.00.

4. The Lockhart City Council finds that this extension of the Lease serves a public purpose by providing for productive use of the Leased Premises that benefits the community.

5. Lessee agrees to fulfill all the terms and covenants of the Lease and this renewal, including making all payments due to or payable on behalf of the City when due and payable.

(SIGNATURES ON NEXT PAGE)

Lessee:

Phillip Cline
Phillip Cline

09/26/2024
Date

STATE OF TEXAS §

COUNTY OF CALDWELL §

BEFORE ME, the undersigned authority, on this day personally appeared **Phillip Cline**, 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 and as the act and deed of said corporation.

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

Notary Public

City of Lockhart, Texas:

Lew White
Mayor

Attest:

Julie Bowerman
City Secretary

EXHIBIT A – LEASE

Ted Jones / final
Signed copy

Exhibit B

GROUND LEASE AGREEMENT

This Ground Lease Agreement made and entered into this the 16th day of September, 1994, by and between the **CITY OF LOCKHART, TEXAS**, a Municipal Corporation existing by and under the authority of the laws of the State of Texas, hereinafter referred to as "Lessor", and **TED JONES**, hereinafter referred to as "Lessee".

WITNESSETH:

WHEREAS, Lessor owns and operates, in the City of Lockhart, an Airport, and said Lessor is desirous of leasing to Lessee certain property hereinafter more fully described and located on said airport; and

WHEREAS, Lessee has indicated a willingness and ability to properly construct, keep, maintain and improve said property with standards approve by Lessor, and desires to lease said property from the City of Lockhart, Texas;

NOW THEREFORE, for and in consideration of the rents, covenants, and agreements herein contained, Lessor does hereby lease, demise, grant and let to Lessee, and Lessee does hereby hire, take and lease from Lessor, the following premises, rights and easements on and Airport property upon the following terms and conditions, to-wit:

ARTICLE ONE

Leased Premises

Lessor does hereby grant, demise and lease unto Lessee the following described tract of land at said Airport with respect to which Lessee is to have for the term of this lease the use of said tract described as follows:

See Exhibit "A" attached hereto and incorporated for all purposes by reference.

ARTICLE TWO

Buildings and Improvements

Lessee shall have the right to erect one (1) hangar upon the leased premises.

Lessee agrees to maintain in good condition, order and repair the structure and other improvements upon the demised premises.

Lessee agrees and understands the plans and specifications for any and all proposed improvements to the leasehold property shall receive the prior written approval of the Lessor, and shall conform to the City of Lockhart Airport Master Plan or as mutually agreed upon and with approval of Lessor, as well as meet all City of Lockhart Code requirements.

Lessor, acting through its building inspector and other inspectors shall have free access to the property covered hereby and to the improvements thereon for the purposes of determining that any construction conforms to the plans and specifications approved by Lessor, and to determine if the

building or the improvements are being maintained in accordance with the requirements of this Lease Agreement. It shall be Lessee's responsibility to take such actions as are necessary to insure that the construction of the hangar and any later required maintenance work is conducted without interference with other Lessees, the FAA, or any aviation activities which are the principal purpose of the airport. Any activity which interferes with or endangers aviation activity will be immediately discontinued when so mandated by the Lessor or the F.A.A.

ARTICLE THREE

Term of Lease

The term of this Lease shall be for a period of twenty-five (25) years, commencing on the date above first written, unless sooner terminated as hereinafter provided. This Lease shall be subject to review by the appropriate State Agency and the Federal Aviation Administration, as required, and acceptance by Lessor and Lessee of the terms of this Lease Agreement shall be provisional until such time as all appropriate agencies have approved this Agreement.

ARTICLE FOUR

Use of Property

Lessee agrees and understands that this Lease Agreement shall be for the limited purposes of the construction and use of a private hangar facility for placement of one or more general aviation aircraft. Lessee covenants and agrees that any hangar so constructed shall not be used for the

purpose of renting to the general public or other parties not subject to this Lease. It is intended by the parties and agreed to by Lessee that this Lease is for the limited purpose of the construction of a hangar for the placement of aircraft owned by Lessee or his invitees. So long as Lessee remains as the primary occupant of the hangar, the City will not object to allowing an invitee experimental aircraft owner to share space for purposes of building or storing any experimental aircraft or parts thereof and in Lessee charging a reasonable lease fee for that service, so long as that arrangement does not devolve into a sub-lease of the entire premises.

ARTICLE FIVE

Rental Charges

Lessee agrees to pay an annual rental for the use of the premises, rights and easements herein provided for as follows:

(a) **Ground Rent**

(1) Ground rent to be paid annually in the amount of \$0.03 per square foot per year on each square foot of land on the tract of land described in Exhibit "A" herein for a total annual rental of \$87.75, the first payment of which shall be due and payable contemporaneously with the signing of this Lease.

(2) The ground rent on the tract leased shall be subject to Article V, Section (b), "Adjustments to Rent."

(3) Should any governmental agency require for any reason any portion of the tract held by Lessee under this Lease, Lessee shall be entitled to reimbursement for the sums paid to Lessor for the area of property actually utilized by the governmental agency. Nothing herein shall entitle Lessee to reimbursement for any amount greater than the sum actually paid to Lessor on the property actually utilized by the governmental agency.

(b) Adjustments to Rent

As promptly as practicable after the end of the 5th year after the beginning date of this Lease and each 5th year thereafter, Lessor shall compute the percentage of change (increase or decrease), if any, in the cost of living during the time period between the beginning date of this Lease Agreement and the date of the 5th year anniversary and each 5th year anniversary thereafter during the term of this Lease, based upon the changes in the Consumer Price Index for Urban wage Earners and Clerical Workers - U.S. Average (1967=100) (hereinafter called "Consumer Price Index"), as determined by the United States Department of Labor, Bureau of Labor Statistics for "All Items". It is agreed that the Consumer Price Index Number at the commencement date of this lease is August 1, 1994 (herein called "Base Index Number"). If the Consumer Price Index Number for the month in which any such anniversary of the beginning date shall occur (each such number being herein called an "Anniversary Index Number") is higher or lower than the Base Index Number, then

such Anniversary Index Number shall be divided by the Base Index Number and from the quotient thereof shall be subtracted the integer one (1). The resulting number, multiplied by one hundred, shall be deemed to be the percentage of increase or decrease in the cost of living. Such percentage of change shall be multiplied by the Basic Rental, and the product thereof shall be added to, or subtracted from, the Basic Rental to determine the annual rental payable for the next five year period, commencing on the immediately preceding anniversary of the beginning date (such amount being herein sometimes called "Adjusted Basic Rental"). Such Adjusted Basic Rental shall be calculated in the above manner during the 5th year anniversary and each 5th year thereafter of the Lease Term. Lessor shall, within a reasonable time after obtaining the appropriate data necessary for computing any change in the annual rent, give Lessee notice of any change so determined. Lessee shall notify Lessor of any claimed error therein within thirty (30) days after receipt of such notice. If publication of the Consumer Price Index shall be discontinued, the parties hereto shall thereafter accept comparable statistics on the cost of living for the City of San Antonio, Texas, as they shall be computed and published by an agency of the United States, or by a responsible financial periodical of recognized authority, then to be selected by the parties hereto. As an example, only, of the foregoing adjustment:

- a. Assume Basic Rental is per acre \$100.00 per year,

- b. Assume Basic Index Number is 200,
- c. Assume Anniversary Index Number on the anniversary date of the commencement date is 300,
- then based upon the foregoing, the Annual Basic Rental shall be:

Anniversary Index Number 300 divided by Base Index Number 200 =
 $1.5 - 1 = .5 \times 100 = 50 = 50\%$
 $50\% \times 100 = 50.00$
 $50.00 + 100.00 = 150.00$ Adjusted Basic Rental.

All payments are to be made to the Office of the City Manager at P. O. Box 239, Lockhart, Texas 78644.

In the event of Lessee's failure to pay any installment of rental when due or any other fee when due, Lessor may declare the lease terminated, or may declare all unmatured rental due, and further will be entitled to judgment for court costs, reasonable attorneys' fees and interest on its unpaid rental and fees at the rate of TEN (10%) PERCENT per annum.

c. Late payments on rent. All rental payments shall be due on the anniversary date, of the year beginning the lease payment period. Payments not received by the 10th shall be deemed late, and there will be an automatic ten percent (10%) penalty assessed and collected by Lessor from Lessee in that event.

ARTICLE SIX

Insurance

Lessee shall maintain, at his own cost and expense fire insurance in an amount adequate to cover eighty percent (80%) of the cost of replacement of all fixtures in the demised premises in the event of fire, extended coverage, vandalism or malicious mischief and special extended coverage. Lessee agrees to carry Lessor as an additional insured party, and such insurance policy shall contain the endorsement that such insurance may not be cancelled or amended with respect to Lessor, without thirty (30) days written notice by registered mail, to Lessor, by the insurance company; and that Lessee shall be solely responsible for the payment of premiums; and that Lessor shall not be required to pay any premiums for insurance; and in the event of payment of any loss covered by such policy, Lessor shall be paid first by the insurance company for its loss, and Lessee waives the right of subrogation against Lessor for any reason whatsoever. Any insurance policy herein required or procured by Lessee shall contain an express waiver of any right of subrogation by the insurance company against Lessor. The original policy of all such insurance shall be delivered by Lessee to Lessor, within ten (10) days of the inception of such policy by the insurance company. The minimum limits of any insurance coverage required herein shall not limit Lessee's liability under the following paragraph.

If the leased premises or any structures or improvements on the leased premises should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

If the leased premises should be totally destroyed by fire, tornado, or other casualty not the fault of Lessee or any person in or about the leased premises with the express or implied consent of Lessee, or if it should be so damaged by such a cause that rebuilding or repairs cannot be reasonably be completed within sixty (60) working days, this Lease shall terminate, and rent shall be abated for the unexpired portion of this Lease, effective as of the date of written notification provided for hereinabove.

If the leased premises should be damaged by fire, tornado, or other casualty not the fault of Lessee or any person in or about the leased premises with the express or implied consent of Lessee, but not to such an extent that rebuilding or repairs cannot reasonably be completed within one hundred twenty (120) working days, this lease shall not terminate, and it shall be the responsibility of Lessee to rebuild or repair said damage at Lessee's expense.

Monies received from insurance proceeds due to damage proceeds will be applied toward rebuilding improvements upon the premises. If the improvements cannot be rebuilt as above specified insurance proceeds shall be split between Lessee

and Lessor upon a pro rata basis mutually agreed upon by the parties.

Lessee shall, at its own expense, require contractor liability insurance during the construction of all structures on the leased premises.

ARTICLE SEVEN

Non-Assignment

Lessee shall not, at any time during the term of this lease, or in any manner, either directly or indirectly, assign, sublease, hypothecate, or transfer this agreement or any interest therein without prior written consent of the Lessor. Lessor shall not unreasonably withhold consent under this provision.

Should a lending institution require first lien on Lessee's leasehold interest and require collateral assignment of said lease to the financial institution, Lessor agrees that this will not violative of the Lease Agreement. Any assignment, hypothecation, or pledge shall not be effective without the prior written consent of the City of Lockhart and such consent shall not be unreasonably withheld. Prior to such assignment, sublease, hypothecation or pledge of this lease as provided for in this paragraph, Lessee shall provide Lessor's City Manager with a copy of said assignment, sublease, hypothecation or pledge and of any and all agreements collateral thereto. In the event that the City of Lockhart approves the proposed assignment, sublease, hypothecation or pledge a copy thereof shall be

filed with the City Secretary of the City of Lockhart. It is specifically understood and agreed by the parties that any assignment of this lease or hypothecation thereof shall not create any type of lien upon the realty or create any further obligation upon Lessor as a result of such assignment or hypothecation thereof.

ARTICLE EIGHT

Indemnity

(a) Lessee shall indemnify Lessor and save it harmless from suits, actions, damages, liability, and legal defense expense in connection with the loss of life, bodily or personal injury or property damage arising from or out of any occurrence in or upon the demised premises, or occasioned wholly or in part by any act or omission of Lessee, his agents, contractors, employees, servants, invitees or licensees, in their use of the demised premises, the runways and taxiways, and any other area within the City of Lockhart Airport; and

(b) Lessee shall not be responsible or liable at any time for any loss or damage to Lessee's equipment, fixtures, machinery, airplane or airplane parts or any other personal property of Lessee; and

(c) Lessor shall not be responsible or liable to Lessee or to those claiming by, through or under Lessee, for any loss or damage to either the person or property of Lessee that may be occasioned by or through the acts or

omissions of persons occupying adjacent, connecting or adjoining premises; and

(d) Lessor shall not be responsible or liable for any defect, latent or otherwise, on any building in the airport area, or of any of the equipment, machinery, utilities, appliances or apparatus therein or thereupon, nor shall it be responsible or liable for any injury, loss or damage to any person or to any property of Lessee, or any other person caused by or resulting from any bursting, breakage, or by or from leakage, steam, snow or ice, running, backing up, seepage or the overflow of water or sewage in any part of said premises, or for any injury or damage caused by or resulting from any defects or negligence in the occupancy, construction, operation or use of any said buildings, equipment, machinery, utilities, appliances or apparatus by any person or by or from the acts of negligence of any occupant of the premises; and,

(e) Lessee shall give prompt notice to Lessor in case of fire or accidents in the demised premises.

ARTICLE EIGHT

General Construction Standards

In addition to all code requirements of the City of Lockhart and any other legal entity or sub-entity, the following shall be the minimum construction standards for the construction of the hangar to be placed on property listed in Exhibit "A" and incorporated by reference:

(1) Hangar shall be of all metal materials to include all supports and exterior siding.

(2) Exterior metal siding shall be of minimum 29 gauge white painted and finished.

(3) All construction shall be on pier and beam with footings appropriate to support the structure. Interior flooring of the hangar so constructed shall be of a slab of sufficient depth (minimum of five inches thick) with steel and wire support to adequately hold the weight of an aircraft.

(4) All utilities, to include electrical service shall be brought underground to the structure at the sole expense of Lessee. The City of Lockhart hereby grants an easement for that purpose to Lessee.

(5) Foundation shall be with concrete footings under all uprights or columns.

(6) Hangar shall be of a gable style of a design approved by the City.

ARTICLE NINE

General Rights and Duties of Parties

The parties hereto for themselves, their legal representatives, successors and assigns, further covenant and agree as follows:

(a) Lessee agrees to observe and obey during the term of this Lease, all laws, ordinances, rules and regulations promulgated and enforced by Lessor, and by any

other property authority having jurisdiction over the conduct of operations at the airport.

(b) So long as Lessee comports himself in a fair, reasonable and workmanlike manner, Lessee shall peaceably have and enjoy the leased premises, and all the rights and privileges herein granted.

(c) With regard to permanent improvements either in place or to be placed upon the premises by Lessee, Lessee hereby agrees to the following provisions:

(i) Permanent improvements placed upon the premises by Lessee during the term of this lease shall revert to Lessor on termination of this Lease.

(ii) Lessee shall provide proof of timely payment on all notes on improvements at a minimum of once annually by providing all appropriate documents to the City Manager of the City of Lockhart.

(iii) All loans upon permanent improvements placed upon the premises by Lessee shall be paid in their entirety and any liens placed upon improvements as a result of those construction loans shall be released no later than five (5) years prior to the termination of this lease agreement.

(iv) No equity or other type of loan which results in additional lien or liens on existing improvements shall be allowed without the expressed written consent of Lessor.

(d) Lessee agrees that no signs or advertising matter may be erected without the consent of Lessor.

(e) Lessor hereby designates the City Manager, City of Lockhart at its official representative with the full power to represent Lessor in all dealings with Lessee in connection with the premises herein leased. Lessor may designate by notice in writing, addressed to Lessee, other representatives from time to time and such notice shall have the same effect as if included in the terms of this agreement.

(f) Notice to Lessor as herein provided shall be sufficient if sent by registered mail, postage prepaid, to the City Manager, of the City of Lockhart, at 308 West San Antonio Street, Lockhart, Texas, and notice to Lessee in the same manner, shall likewise be sufficient if addressed to Lessee at P. O. Box 91752, Austin, Texas 78709, or such other addresses as may be designated by Lessor or Lessee in writing from time to time.

(g) Lessee shall keep the premises, as described hereinabove, clean and all grass areas within the leased premises properly mowed. He shall dispose of all debris and other waste matter which may accumulate on the leased premises at Lessee's expense, and shall provide metal containers with proper covers for waste within the building to be erected on said premises. Should Lessee fail to mow grassy areas, or dispose of waste, trash or junked vehicles, Lessor shall have the right to do so, and Lessee shall be

billed for this work. Lessee shall forthwith remit payment to Lessor, should this occur.

(h) Lessee shall pay all taxes and assessments against the buildings placed on the premises by the Lessee during the term of this agreement.

(i) Lessee hereby grants a lien to the Lessor upon all property belonging to Lessee in and on the premises as a possessory pledge to secure the timely performance by Lessee of all of its obligations hereunder, including the proper payment of rent. In the event of default by Lessee, Lessor is and shall be empowered and authorized to seize and hold all of the personal property belonging to Lessee on the premises to secure such performance, to sell same at public or private sale and to apply the proceeds thereof first to pay the expenses of the sale, and to pay all amounts due Lessor hereunder, holding the balance remaining, if any, subject to Lessee's order. A copy of this agreement shall be the only warrant necessary. Lessee hereby waives any and all exemptions of such property either now or to be later located upon the leased premises.

(j) Lessee agrees and covenants that in the event that any proceedings in bankruptcy or in solvency shall be instituted against Lessee, whether voluntary or involuntary, Lessor may, at its option, declare this lease forfeited and terminated, and upon such declaration Lessee agrees to give and deliver immediate possession of the premises to Lessor.

(k) Lessee shall have the right of ingress to and egress from the demised premises, which right shall extend to Lessee's passengers, guests and invitees.

(l) Lessor reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of the Lessee, and without interference or hindrance.

ARTICLE TEN

Abatement Due To Airport Closure

During any period when the Airport shall be closed by any lawful authority restricting the use of the Airport in such a manner as to interfere with the use of same by Lessee for its business operations, the rent shall abate and the period of such closure shall be added to the term of this lease so as to extend and postpone the expiration thereof.

ARTICLE ELEVEN

Police Protection

Lessor does not guarantee police protection to Lessee and his property, and Lessor shall not be responsible for injury or harm to any person or for any property belonging to Lessee, his officers, agents, servants, employees, contractors, licensees or invitees which may be stolen, destroyed or in anyway damaged, and Lessee hereby indemnifies and holds harmless Lessor, its officers, agents, servants, and employees from and against any and all such claims.

ARTICLE TWELVE

Right of Entry By Lessor

Lessor reserves the right to enter and view the premises at any and all times for the purposes of making any inspection it may deem expedient to the property enforcement of any of the covenants or conditions of this agreement.

ARTICLE THIRTEEN

Aerial Approaches

Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstructions, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on the leased property which, in the opinion of Lessor, would limit the usefulness of the airport or constitute a hazard to air navigation.

ARTICLE FOURTEEN

National Emergency

During time of war or national emergency, Lessor shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use; and, if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.

ARTICLE FIFTEEN

Lease Subordinate

This lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the State of Texas and/or the United States, relative to the operation or maintenance of the airport, the execution of which has been, or may be required, as a condition precedent to the expenditure of Federal funds for the development of the Airport.

ARTICLE SIXTEEN

General Provisions

(a) This Agreement embraces the entire agreement between the parties hereto and no statement, remark, agreement, or understanding, oral or written, not contained herein shall be recognized or enforced. This Agreement may be modified only by written addendum hereto signed by all of the parties.

(b) This Agreement shall be binding upon the successors, heirs, assigns, and legal representatives of the Lessor and Lessee.

(c) For the purpose of this Agreement, the singular number shall include the plural, and masculine shall include the feminine and vice versa, whenever the context so admits.

(d) The captions and headings in this Agreement are inserted solely for convenience of references, and are not a part of nor intended to govern, limit and/or aid in the construction of any provision hereof.

(e) Each of the parties heretofore been represented by the attorneys of their choice in the negotiation and drafting of this Agreement, and the same shall not be construed in favor of either party.

(f) This Contract shall be governed by the laws of the State of Texas and construed thereunder, and is performable in Caldwell County, Texas.

(g) If any section, paragraph, sentence or phrase hereof is held to be illegal or unenforceable by a Court of competent jurisdiction, such illegality or unenforceability shall not affect the remainder of this Contract.

(h) Lessee shall pay or cause to be paid all charges for water, heat, gas, electricity, sewer, commercial refuse pickup, and any and all other utilities used on the leased premises throughout the terms of this Lease, including any connection fees.

(i) The Lessee and its successor and assigns will complete a Federal Aviation Administration (FAA) Form 7460-1, "Notice of Proposed Construction of Alteration", and receive a favorable determination from FAA prior to any construction on the property, if deemed necessary by the FAA.

(j) The following events shall be deemed to be events of default by Lessee under this lease:

- (1) Lessee fails to pay any installment of rent under this lease and the failure continues for a period of thirty (30) days.

- (2) Lessee fails to comply with any term, provision, or covenant of this lease, other than payment of rent, and does not cure the failure within thirty (30) days after written notice of the failure to Lessee.
- (3) Lessee makes an assignment for the benefit of creditors.
- (4) Lessee deserts any substantial portion of the premises for a period of ninety (90) or more days.
- (5) The abandonment of the leased premises or discontinuance of Lessee's business operations. Should this occur, Lessor shall not be responsible for the custodial protection of merchandise, fixtures or equipment abandoned, even though it is necessary for Lessor to remove the same from the leased premises for storage or disposal.

Upon default by Lessee of any terms hereunder, Lessee shall surrender the premises upon demand by Lessor without notice, protest, or recourse.

(k) It is understood and agreed that by execution of this lease, the City of Lockhart does not waive or surrender its governmental powers.

ARTICLE SEVENTEEN

Reverter Clause

In the event that Lessee fails to complete construction upon the hangar facility within one hundred eighty (180) days from the date of the signing of this Lease Agreement, this Lease shall become nullity and of no force and effect. All property described in Exhibit "A" attached hereto shall be deemed to be automatically reverted to the City of Lockhart and Lessee shall have no right under this Lease Agreement to enter on to or remain upon the leased premises.

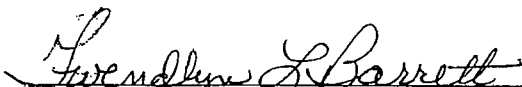
IN WITNESS WHEREOF, the parties have hereunto set their hands and signatures the day and year first above written.

LESSOR:

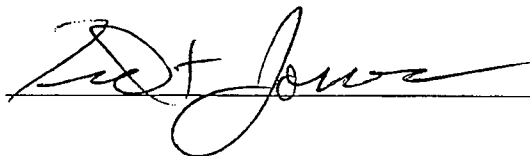
CITY OF LOCKHART

BY: 
M. LOUIS CISNEROS, MAYOR

ATTEST:


GWEN BARRETT, CITY SECRETARY

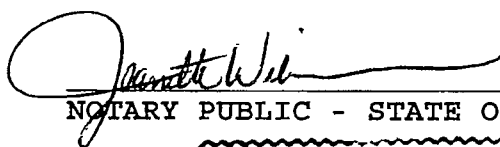
LESSEE:



THE STATE OF TEXAS *
*
COUNTY OF CALDWELL *

BEFORE ME, the undersigned authority, on this day personally appeared M. LOUIS CISNEROS, Mayor of the City of Lockhart, Texas, a Municipal Corporation, 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 and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 19 day of September, 1994.


NOTARY PUBLIC - STATE OF TEXAS



THE STATE OF TEXAS *
*
COUNTY OF CALDWELL *

BEFORE ME, the undersigned authority, on this day personally appeared TED JONES, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the
16th day of September, 1994.



Carol Jene Watts
NOTARY PUBLIC - STATE OF TEXAS



Claude Hinkle Surveyors

All of a certain tract or parcel of land situated in the City of Lockhart, Caldwell County, Texas and being a part of the Esther Berry Survey and being also a part of a tract of land called 248 acres and conveyed to the City of Lockhart by deed recorded in Volume 223 Page 3 of the Deed Records of Caldwell County, Texas and being more particularly described as follows:

BEGINNING at an iron pin set for the NE corner this tract and from which iron pin the SE corner of a 5.00 acre tract of land conveyed to Lockhart Airport Development Inc. by deed recorded in Volume 492 Page 540 of the said Deed Records bears N 38 degrees 45 minutes 19 seconds E 846.89 feet.

THENCE S 03 degrees 04 minutes 17 seconds W 45.00 feet to an iron pin set for the SE corner this tract.

THENCE N 86 degrees 55 minutes 43 seconds W 65.00 feet to an iron pin set for the SW corner this tract.

THENCE N 03 degrees 04 minutes 17 seconds E 45.00 feet to an iron pin set for the NW corner this tract.

THENCE S 86 degrees 55 minutes 43 seconds E 65.00 feet to the place of beginning containing 2925 square feet of land.

2

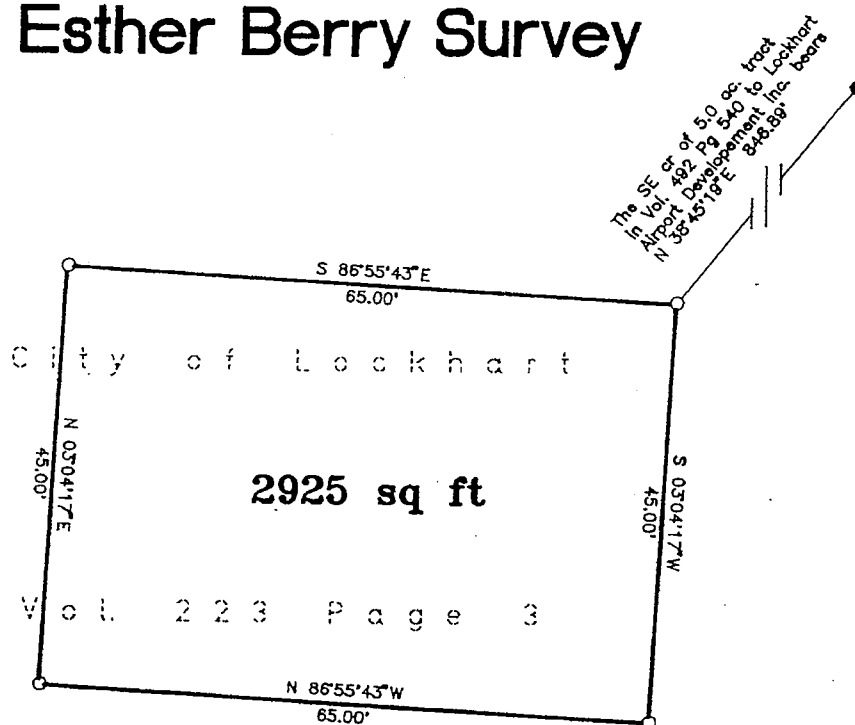
I hereby certify that the foregoing field notes are a true and correct description of a survey made on the ground by me on September 14, 1994. This survey is for use with this one transaction only. Only those prints containing the raised Surveyor's seal and an original "LIVE" signature should be considered official and relied upon by the user.



Claude Hinkle, R.P.L.S. #1612

Caldwell County, Texas

Esther Berry Survey



Lat: 29°51'06.4" N

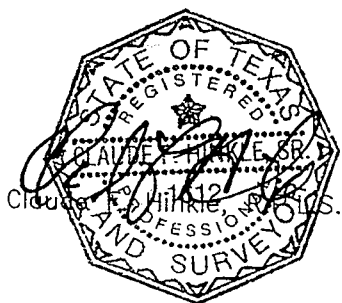
248 a.c.

Long: 97°40'11.2" W

SURVEY PLAT

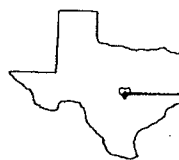
Showing a 2925 sq ft tract of land out of the Esther Berry Survey in the City of Lockhart, Caldwell County, Texas. I hereby certify that the foregoing plat is a true and correct representation of a survey made on the ground by me on September 14, 1994. This survey is for use with this one transaction only. Only those prints containing the raised Surveyor's seal and an original "LIVE" signature should be considered official and relied upon by the user.

Scale 1"=20'



Claude Hinkle, SR. #1612

Field Book: d.c.	Drawn By: JLW
Job No. 91494a	Drawing: 91494a.dwg
Date: September 14, 1994	Word Disk: Begin 90194
Surveyed By: JLW BMP CFH	Autocad Disk: Begin 90194


Claude Hinkle Surveyors

1409 South Main St.
P. O. Box 1027
Lockhart, Texas 78644

EXHIBIT "A-3"

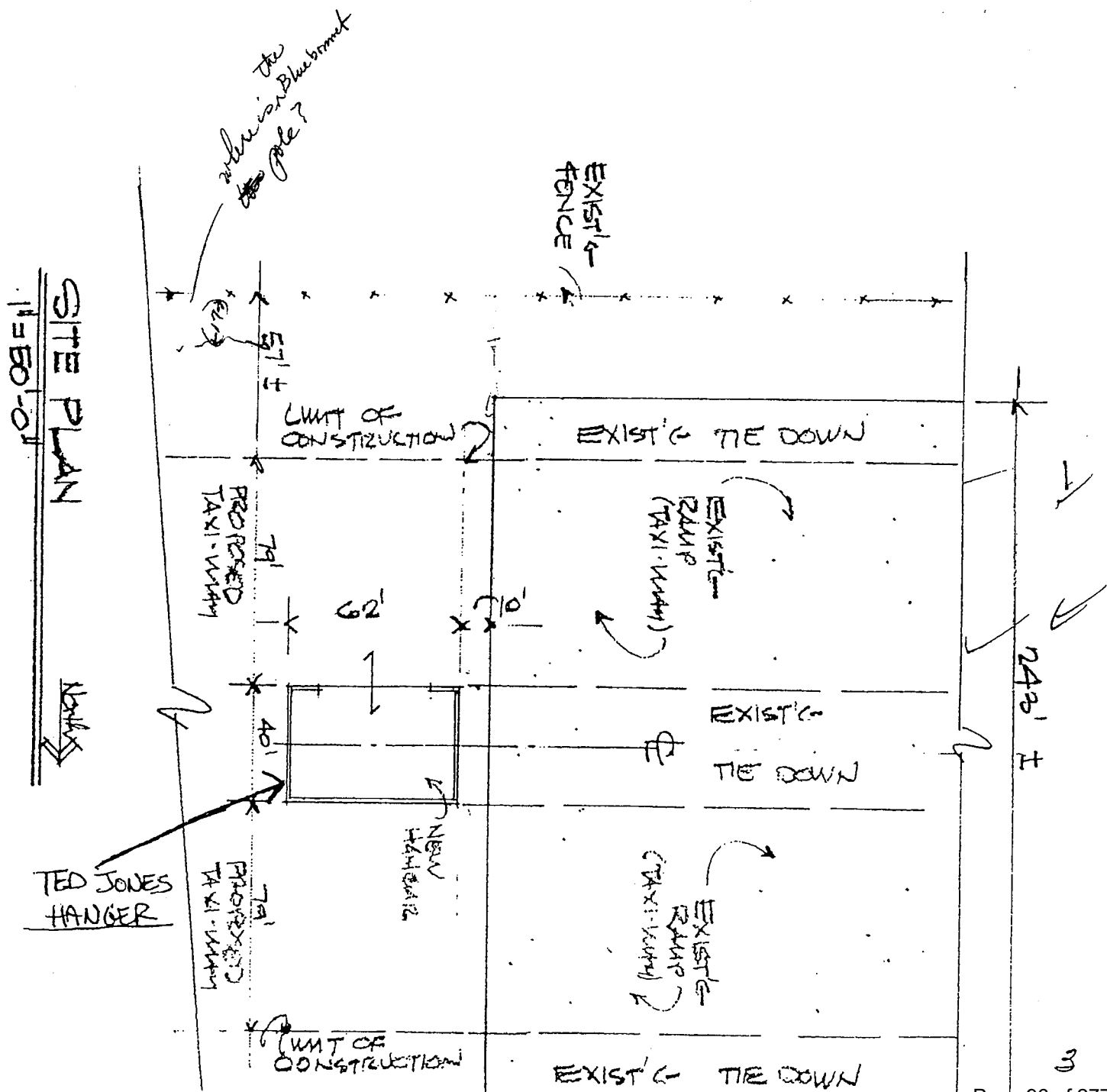
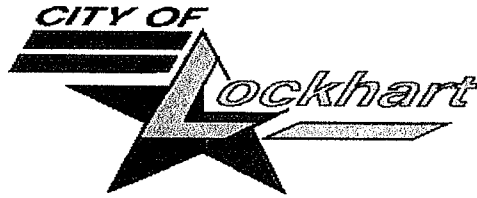


EXHIBIT B – FIRST LEASE EXTENSION



**ASSIGNMENT and RELEASE
of the September 16, 1994 Airport
Ground Lease City of Lockhart Airport**

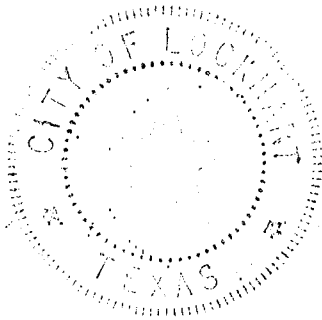
Date of this Addendum: September 11, 2018

History

On September 16, 1994, a ground lease (the "Lease") was entered into by and between the City of Lockhart, Texas (the "City") as Lessor, and Ted Jones as Lessee, regarding the real property located at the City of Lockhart Airport and further described in the Lease, attached hereto as **Exhibit A**. On April 13, 2018, Ted Jones transferred the building and assigned the Lease to Phillip Cline, as evidenced in **Exhibit B**, attached hereto, making Mr. Cline the Assignee under the Lease, subject to approval by the City.

NOW, THEREFORE, the parties agree as follows:

1. The Lessor, Ted Jones, and Phillip Cline enter into this Assignment and Release to provide for the assignment of the Lease to Phillip Cline. From and after the effective date hereof, Ted Jones is released from all obligations under the Lease.
2. Ted Jones consents to be released from the Lease.
3. Phillip Cline accepts the leased premises "as is and with all faults" and consents to assume and be bound by all of the terms of the Lease, and to the release of Ted Jones from the Lease. After the effective date hereof, Phillip Cline shall be bound to perform all of the Ted Jones' obligations under the Lease.
4. Phillip Cline acknowledges that the leased premises described in the Lease shall be used only for those purposes permitted by the Lease, and he further acknowledges that the term of the Lease ends on September 16, 2019, except as otherwise provided in the Lease.
5. This Assignment and Release must be approved in accordance with Article 7, page 10, and Article 16(a), page 19, of the Lease, at a regularly scheduled meeting of the Lockhart City Council, as evidenced by the attested signature of the Lockhart Mayor on this instrument.
6. This instrument is effective upon its execution by all parties hereto and shall be attached to and incorporated for all purposes in the Lease.



CITY OF LOCKHART (Lessor):

Lew White
Lew White, Mayor

ATTEST:

Connie Constanancio
Connie Constanancio, TRMC
City Secretary

APPROVED AS TO FORM:

Peter Gruning
Peter Gruning
City Attorney

Lessee:

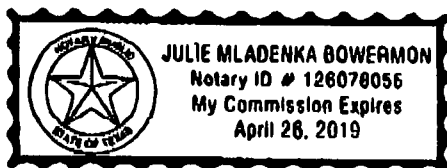
Ted Jones
Ted Jones
~~2101 S. Colorado Street~~
~~Lockhart, Texas 78644~~
214 W. RYAN
HEBER SPRING AB 72543
STATE OF TEXAS §
COUNTY OF CALDWELL §

Assignee:

Phillip Cline
Phillip Cline
3815 Old McMahan Road
Lockhart, Texas 78644

BEFORE ME, the undersigned authority, on this day personally appeared Lew White, Mayor of the City of Lockhart, Texas, a Municipal Corporation, 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 and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 18th day of SEPTEMBER, 2018.

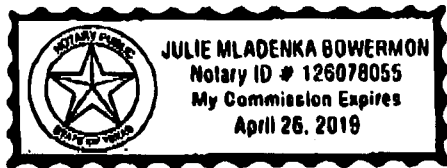


Julie Mladenka Bowermon
Notary Public

STATE OF TEXAS §
 COUNTY OF CALDWELL §

BEFORE ME, the undersigned authority, on this day personally appeared **Phillip Cline**, 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 and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 19th day of SEPTEMBER, 2018.



Julie Mladenka Bowermon
 Notary Public

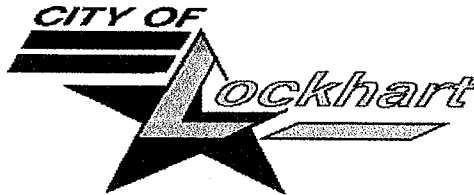
Arkansas
 STATE OF ~~TEXAS~~ §
 COUNTY OF ~~CALDWELL~~ §
Cleburne

BEFORE ME, the undersigned authority, on this day personally appeared **Ted Jones**, 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 and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 21st day of September, 2018.

Shanda K Willis
 Notary Public





EXTENSION OF LEASE AGREEMENT

THIS AGREEMENT is made by and between Phillip Cline, an individual, herein referred to as the Lessee, and the City of Lockhart (the City), a Texas Municipal Corporation, herein referred to as the Lessor.

1. On April 13, 2018, Phillip Cline assumed and became the Lessee of a real property lease (the Lease) that was executed on or about September 16, 1994 by and between the City as Lessor and Ted Jones as Lessee, under which the Leased Premises described therein was leased for twenty-five (25) years, ending on September 16, 2019. The Leased Premises includes the tract of land and the structure thereon. A copy of the Lease is attached as **Exhibit A**. Such assumption was subject to approval by the City, which was given on September 18, 2018.

2. Phillip Cline wishes to extend the Lease until 2024. The City and Phillip Cline agree to such extension with the following additions to the Lease:

a) The Lease shall begin on September 16, 2019 and end on September 16, 2024.

b) Phillip Cline is responsible for all utility payments and maintenance of the Leased Premises.

c) Phillip Cline immediately will purchase, at his sole expense, an insurance policy for the value of the structure on the Leased Premises, naming the City as an additional insured, and will provide a copy of the insurance policy to the City.

d) For the term of the Lease extension, Phillip Cline agrees to pay rent to the City for the Leased Premises as follows:

-- On or before September 16 of each year: 18 cents per sq. ft. x 2,925 sq. ft., totaling \$526.50; and

-- On or before the first of each month: \$121.88.

3. The Lockhart City Council finds that this extension of the Lease serves a public purpose by provided for productive use of the Leased Premises that benefits the community.

4. Phillip Cline agrees to fulfill all the terms and covenants of the Lease and this renewal, including making all payments due to or payable on behalf of the City when due and payable.

Lessee:

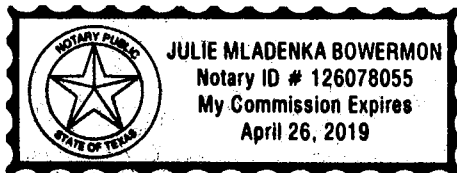
Phillip Cline
Phillip Cline
3815 Old McMahan Road
Lockhart, Texas

Sept 19, 2018
Date

STATE OF TEXAS §
 §
COUNTY OF CALDWELL §

BEFORE ME, the undersigned authority, on this day personally appeared **Phillip Cline**, 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 and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 19th day of SEPTEMBER, 2018.



Julie Mladenka Bowermon
Notary Public

City of Lockhart, Texas:

Lew White

Lew White
Mayor

Attest:

Connie Constancio
Connie Constancio, TRMC
City Secretary

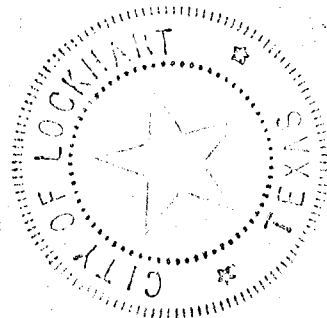


Exhibit A

SUBJECT: Hangar lease transfer
DATE: April 13, 2018
TO: Vance Rodgers, Lockhart City Manager
FROM: Ted Jones

I hereby transfer the building, contents, and lease on the Plane Talk Hangar located at 205 Airport Way from Ted Jones to Phillip Cline, 3815 Old McMahan Road, Lockhart, Texas, 78644.

Effective Date: April 13, 2018

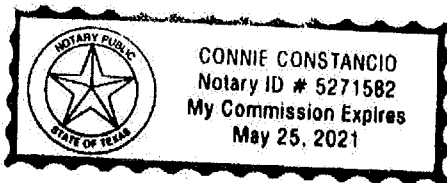
ACCEPTED:

Ted Jones
Ted Jones

4-13-2018
Date

STATE OF TEXAS §
COUNTY OF CALDWELL §

Sworn to and subscribed before me on the 13th day of April, 2018 by Ted Jones.



Connie Constancio
Notary Public

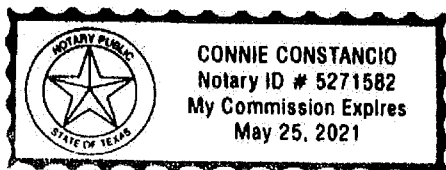
ACCEPTED:

Phillip Cline
Phillip Cline

4-13-2018
Date

STATE OF TEXAS §
COUNTY OF CALDWELL §

Sworn to and subscribed before me on the 13th day of April, 2018 by Phillip Cline.



Connie Constancio
Notary Public

EXHIBIT C – DESCRIPTION OF LEASED PREMISES

Exhibit C

" Hangar Lease Site"

Location: 205 Airport Drive, Lockhart, TX

Building/Lease Size: 2,480 Square Feet

(1 of 2)

Property Information

Property ID: 35223

Legal Acreage:

GEO ID: 0300001-084-020-09

Legal Description: A001 BERRY, ESTHER,
BUILDING ON LEASED LAND

Tract or Lot:

Abstract Subdivision Code: A001

Block:

Neighborhood Code: 1601

School District: SLH

City Limits: CLH

Property Location

Situs Number: 2101

Situs Street Prefix: S

Situs Street Name: COLORADO

Situs Street Suffix: ST

[Zoom to](#)

37916

35223

36486

33619

AIRPORT DR

Airport Road

Airport Road

US 183

US 183

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: October 3, 2024

AGENDA ITEM CAPTION: Discuss Ordinance 2024-30 to revise rules and requirements for the current Lockhart On-Site Sewage Facilities Ordinance.

ORIGINATING DEPARTMENT AND CONTACT: Development Services - Andrew Devaney

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: The purpose of this ordinance is to provide a method for property owners to construct On-Site Sewage Facilities (OSSF) within the City when/where appropriate and to ensure the health and safety of residents of the City and its waterways. An OSSF, also known as a septic system, is a private wastewater treatment and disposal system that is typically used on properties where public sewer systems are not available. Applications for OSSF installations are infrequent. The City receives OSSF applications at a rate of approximately one per year.

This agenda item would repeal and replace the current Lockhart OSSF Ordinance. The Texas Commission on Environmental Quality (TCEQ) has required revisions to a previously adopted OSSF ordinance that was approved August 15, 2023. The major change from the previous ordinance is determining who can maintain OSSF systems. The ordinance revision would require a TCEQ licensed maintenance provider or TCEQ licensed maintenance technician as the individuals who would be allowed to maintain OSSF systems. This ensures that the OSSF system is maintained by individuals that possess the knowledge needed to safely maintain such systems.

TCEQ has strict requirements for governing bodies, and the proposed ordinance went through a rigorous review process that was approved in September of this year.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: August 15, 2023 Council approved Ordinance 2023-14.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

City of Lockhart, Texas

Council Agenda Item Cover Sheet

STAFF RECOMMENDATION/REQUESTED MOTION: Staff respectfully recommends approval of proposed Ordinance 2024-30

LIST OF SUPPORTING DOCUMENTS: ORDINANCE NO 2024-30

ORDINANCE NO. 2024-30

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

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

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

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

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

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

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

Section 9 of this Ordinance (More Stringent Requirements).

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

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

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

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

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

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

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

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

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

SECTION 6. AREA OF JURISDICTION.

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

SECTION 7. COMPLIANCE WITH ORDINANCE.

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

SECTION 8. INCORPORATION BY REFERENCE.

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

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

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

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

SECTION 9. MORE STRINGENT REQUIREMENTS

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

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

- (G) Any single family dwelling, commercial or institutional facility, multi-unit residential development or recreational vehicle park occupied any part of the day or night shall be connected to an on-site sewage facility or other approved method of wastewater treatment and/or disposal.
- (H) The use of portable toilets and holding tanks may be authorized by the permitting authority only as a temporary means of domestic sewage disposal for no longer than 180 days. As long as all other holding tank requirements are met according to 30 TAC 285.34(e), exceptions beyond two weeks may be made for businesses which operate less than two days per week and construction sites requiring restroom facilities. Portable toilets must comply with Texas Department of State Health Services requirements.

SECTION 10. COLLECTION OF FEES.

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

SECTION 11. APPEALS.

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

SECTION 12. ENFORCEMENT PLAN.

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

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

SECTION 13. SEVERABILITY

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

SECTION 14. RELINQUISHMENT OF ORDINANCE

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

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

SECTION 15. TITLE VI COMPLIANCE

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

SECTION 16. EFFECTIVE DATE.

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

AND IT IS SO ORDERED:

PASSED AND APPROVED THIS _____ DAY OF _____, 20__.

CITY OF LOCKHART:

Lew White, Mayor

ATTEST:

City Secretary

Attachment A

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

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

(1) Justification:

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

- (B) Effective upon passage of this ordinance, the City of Lockhart shall require the maintenance for all OSSFs, identified in 30 TAC Rule 285.91(12), to be performed by a TCEQ licensed maintenance provider or TCEQ licensed maintenance technician.

(1) Justification:

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

(C) Maintenance Inspections and Reports:

- (1) Inspections at a minimum must meet all inspection requirements (no less than once every three months) as set by the Rules, City of Lockhart, as well as, the inspection requirements outlined by the manufacturer for the brand being inspected.
- (2) Inspection reports shall address all inspection and testing requirements as set by the Rules, City of Lockhart, as well as, the testing requirements outlined by the manufacturer for the brand being inspected.
- (3) The City of Lockhart shall require the reporting of the sludge levels in the pump tank, and the condition of the spray area to be included on each required testing report specified by the Rules.

(1) Justification:

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

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

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

(1) Justification:

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

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

(1) Justification:

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

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

(1) Justification:

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

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

(1) Justification:

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

(H) The use of portable toilets and holding tanks may be authorized by the permitting authority only as a temporary means of domestic sewage disposal for no longer than 180 days. Exceptions beyond two weeks may be made for businesses which operate less than two days per week and construction sites requiring restroom facilities. Written documentation of proper transfer and disposal of contents shall be provided to permitting authority prior to installation.

(1) Justification:

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

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: October 3, 2024

AGENDA ITEM CAPTION: Discuss accepting appointments of Election Judges for the upcoming November 5, 2024 election.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Julie Bowermon

ACTION REQUESTED: Other

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 2012, 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.

On August 20, 2024, the City Council approved the contract for election services with the County EA to conduct the City of Lockhart's Special Election on November 5, 2024. However, at that time, the Caldwell County Commissioners Court had not yet considered/completed the appointment of Central Count, Early Voting Ballot Board, and Election Day Judges. During the presentation of the elections service contract, it was noted that Attachment 'C' of the election services contract was blank regarding election workers and after appointments were made by the County, an item would be placed on a future City Council agenda to consider acknowledging the appointments. The County completed the appointments during the September 10, 2024 Commissioners Court meeting. Therefore, the list of election judges, also referred to as election workers, is now available for the City Council to consider and accept.

PROJECT SCHEDULE (if applicable): N/A

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION: August 20, 2024: City Council approved the Joint Elections Services Contract between Caldwell County and the City of Lockhart.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Staff respectfully requests accepting appointments of Election Judges for the upcoming November 5, 2024 election.

LIST OF SUPPORTING DOCUMENTS: Attachment C - Appointments, Approved 2024 Joint Election Services Contract between Caldwell County and City of Lockhart

Attachment 'C'

Appointments

Election Worker Pay: Election Judges: \$14/Hr, Election Clerks: \$12/Hr

Election Day Judges:

- First Lockhart Baptist Connection Center- 200 S. Blanco St., Lockhart, TX 78644
 - Voting Pct: 100 / 101Presiding Judge: Mary Dela Cruz
Alternate Judge: Susan Falgout
- Grace Lutheran Fellowship Hall- 108 N. Medina, Lockhart, TX 78644
 - Voting Pct: 103 / 108Presiding Judge: Mary Walther
Alternate Judge: Debra Wilson
- VFW Post 8927- 7007 S. US HWY 183, Lockhart, TX 78644
 - Voting Pct: 102 / 104Presiding Judge: John Baker
Alternate Judge: Patrick Waldron
- Lockhart Evenings Lions Club- 220 Bufkin Lane, LOCKHART, TX 78644
 - Voting Pct: 111Presiding Judge: Judy Velasquez
Alternate Judge: Erica Diaz
- Luling Southside Clubhouse- 1035 S. Magnolia Ave, Luling, TX 78648
 - Voting Pct: 201 / 202Presiding Judge: Cristi Ramos
Alternate Judge: Gilbert Guerrero
- McNeil Baptist Church Fellowship Hall- 14304 FM 1322, Luling, TX 78648
 - Voting Pct: 203Presiding Judge: Susan Blair
Alternate Judge: William Watson
- McMahan Community Center- 6022 FM 713, Dale, TX 78616
 - Voting Pct: 204 / 205Presiding Judge: Henry Hanson
Alternate Judge: Mark Covey
- Luling Civic Center- 333 E. Austin St., Luling, TX 78648
 - Voting Pct: 206Presiding Judge: Daniel Garcia
Alternate Judge: Olga Delgado
- Three Rivers Community Church – Fellowship Hall- 103 Main St., Martindale, TX 78655
 - Voting Pct: 300 / 301Presiding Judge: Sara Carr
Alternate Judge: Jarrett Cochran
- Maxwell Social Club- 180 4th St., Maxwell, TX 78656
 - Voting Pct: 302Presiding Judge: David Roland
Alternate Judge: Andrew Narvaiz
- Uhland City Hall – Community Hall- 15 N. Old Spanish Trail, Uhland, TX 78640
 - Voting Pct: 303 / 306Presiding Judge: Dennis Heideman
- Fentress Community Church- 13481 State Park Rd., Fentress, TX 78622
 - Voting Pct: 305Presiding Judge: Janet Barkmeyer
Alternate Judge: Mary Llanas
- St. Marks Methodist Church Fellowship Hall- 602 E. Live Oak St., Lockhart, TX 78644
 - Voting Pct: 401Presiding Judge: Aurora Chavira
Alternate Judge: Catherine Moore
- St. Mary's Catholic Parish Hall- 205 W. Pecan St., Lockhart, TX 78644
 - Voting Pct: 402Presiding Judge: Steve Casillas
Alternate Judge: Vincent Ortiz III
- Lytton Springs Baptist Church- 8511 FM 1854, Dale, TX 78616
 - Voting Pct: 404Presiding Judge: Gloria Hanna
Alternate Judge: Dawn Tschirhart
- Dale Fire Station- 1414 FM 1854, Dale, TX 78616
 - Voting Pct: 400 / 405Presiding Judge: Lori Segalotto
Alternate Judge: James Wygant

Early Vote Ballot Board/Central Count Judges

- Presiding Judge: David Tschirhart
- Alternate Judge: Vanessa Gutierrez

Central Counting Station Staff

- Central Count Manager: Devante Coe
- Assistant Central Count Manager: Patricia Smith
- Tabulation Supervisor: Mayra Calderon
- Assistant Tabulation Supervisor: Katharine Williams

**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 ender. Headings in this contract are descriptive only, and not terms of inclusion or exclusion.
- Section 7.10. **RELATIONSHIP OF PARTIES.** The Participating Entities, including their agents or employees, are independent contractors and are not an agent, servant, joint enterpriser, joint venturer, or employee of the Administrator or the County, and are responsible for their own acts, forbearance, negligence, and deeds, and for those of their agents or employees in conjunction with the performance of services covered under this contract. The Participating Entities represent that they have, or will secure at their own expense, all personnel and consultants required in performing the services herein. Such personnel and consultants shall not be employees of or have any contractual relationship with the Administrator or the County.
- Section 7.11. **DEFAULT, CUMULATIVE RIGHTS, AND MITIGATION.** It is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this contract are cumulative, and no party's use of any right or remedy will preclude or waive its right to any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance, or otherwise. All parties have a duty to mitigate damages.

Section 7.12. **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:

Jim White
Name: LEW WHITE
Title: MAYOR

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: _____

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Name: _____

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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. Communication	\$ 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

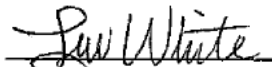
Official Contact Number: 512-398-3461

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

MAYOR
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. **McNeill 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: October 3, 2024

AGENDA ITEM CAPTION: Approve Wastewater Discharge Permit Applications for submittal to the Texas Commission on Environmental Quality and authorizing the Mayor to sign all application documents.

ORIGINATING DEPARTMENT AND CONTACT: Public Works - Sean Kelley

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: The Texas Commission on Environmental Quality (TCEQ) requires wastewater discharge permits to be renewed every five years. The City's current permits for Lockhart – Larremore expire in April 2025 and Lockhart FM20 expire in July 2025. Wastewater permit applications need to be submitted to TCEQ a minimum of 6 months prior to expiration to ensure ample time for review. The Guadalupe-Blanco River Authority (GBRA) will submit permit applications simultaneously for both Lockhart wastewater plants as indicated in their current contract. The applications reflect no changes to the discharge parameters. No additional treatment costs are expected to be incurred when the new permits are issued because the discharge effluent parameters will remain the same.

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: GBRA and staff respectfully recommend approval of the wastewater permit applications for submittal to TCEQ.

LIST OF SUPPORTING DOCUMENTS: Larremore WWTP Application, Lockhart FM20 WWTP Application

Attachment 1

Core Data Form



TCEQ Core Data Form

For detailed instructions on completing this form, please read the Core Data Form Instructions or call 512-239-5175.

SECTION I: General Information

1. Reason for Submission (If other is checked please describe in space provided.)		
☐ New Permit, Registration or Authorization (Core Data Form should be submitted with the program application.)		
☒ Renewal (Core Data Form should be submitted with the renewal form)		☐ Other
2. Customer Reference Number (if issued)	Follow this link to search for CN or RN numbers in Central Registry**	3. Regulated Entity Reference Number (if issued)
CN 600245195		RN 101236065

SECTION II: Customer Information

4. General Customer Information		5. Effective Date for Customer Information Updates (mm/dd/yyyy)							
☐ New Customer ☐ Update to Customer Information ☐ Change in Regulated Entity Ownership									
☐ Change in Legal Name (Verifiable with the Texas Secretary of State or Texas Comptroller of Public Accounts)									
<i>The Customer Name submitted here may be updated automatically based on what is current and active with the Texas Secretary of State (SOS) or Texas Comptroller of Public Accounts (CPA).</i>									
6. Customer Legal Name (If an individual, print last name first: eg: Doe, John)			<i>If new Customer, enter previous Customer below:</i>						
Guadalupe-Blanco River Authority									
7. TX SOS/CPA Filing Number	8. TX State Tax ID (11 digits)	9. Federal Tax ID (9 digits)	10. DUNS Number (if applicable)						
	17460016342	746001634							
11. Type of Customer:	☐ Corporation	☐ Individual	Partnership: ☐ General ☐ Limited						
Government: ☒ City ☐ County ☐ Federal ☐ Local ☐ State ☐ Other		☐ Sole Proprietorship	☐ Other:						
12. Number of Employees		13. Independently Owned and Operated?							
☐ 0-20 ☐ 21-100 ☒ 101-250 ☐ 251-500 ☐ 501 and higher		☐ Yes ☒ No							
14. Customer Role (Proposed or Actual) – as it relates to the Regulated Entity listed on this form. Please check one of the following									
☒ Owner ☐ Operator ☐ Owner & Operator ☐ Other:									
☐ Occupational Licensee ☐ Responsible Party ☐ VCP/BSA Applicant									
15. Mailing Address:	P.O. Box 239								
	City	Lockhart	State	TX	ZIP	78644	ZIP + 4		
16. Country Mailing Information (if outside USA)					17. E-Mail Address (if applicable)				
					slewis@lockhart-tx.org				
18. Telephone Number			19. Extension or Code			20. Fax Number (if applicable)			

SECTION III: Regulated Entity Information

21. General Regulated Entity Information (If "New Regulated Entity" is selected, a new permit application is also required.)								
☐ New Regulated Entity ☐ Update to Regulated Entity Name ☐ Update to Regulated Entity Information								
<i>The Regulated Entity Name submitted may be updated, in order to meet TCEQ Core Data Standards (removal of organizational endings such as Inc, LP, or LLC).</i>								
22. Regulated Entity Name (Enter name of the site where the regulated action is taking place.)								
Lockhart Wastewater Treatment Facility No. 1								
23. Street Address of the Regulated Entity: (No PO Boxes)	109 Larremore Street							
	City	Lockhart	State	TX	ZIP	78644	ZIP + 4	
24. County	Caldwell							

If no Street Address is provided, fields 25-28 are required.

25. Description to Physical Location:											
26. Nearest City				State		Nearest ZIP Code					
<i>Latitude/Longitude are required and may be added/updated to meet TCEQ Core Data Standards. (Geocoding of the Physical Address may be used to supply coordinates where none have been provided or to gain accuracy).</i>											
27. Latitude (N) In Decimal:						28. Longitude (W) In Decimal:					
Degrees		Minutes		Seconds		Degrees		Minutes		Seconds	
29. Primary SIC Code (4 digits)			30. Secondary SIC Code (4 digits)			31. Primary NAICS Code (5 or 6 digits)			32. Secondary NAICS Code (5 or 6 digits)		
4952						221320					
33. What is the Primary Business of this entity? (Do not repeat the SIC or NAICS description.)											
Wastewater Treatment Facility											
34. Mailing Address:		P.O. Box 239									
		City	Lockhart	State	TX	ZIP	78644	ZIP + 4			
35. E-Mail Address:		lwhite@lockhart-tx.org									
36. Telephone Number				37. Extension or Code		38. Fax Number (if applicable)					
(512) 398-3461						() -					

39. TCEQ Programs and ID Numbers Check all Programs and write in the permits/registration numbers that will be affected by the updates submitted on this form. See the Core Data Form instructions for additional guidance.

☐ Dam Safety	☐ Districts	☐ Edwards Aquifer	☐ Emissions Inventory Air	☐ Industrial Hazardous Waste
☐ Municipal Solid Waste	☐ New Source Review Air	☐ OSSF	☐ Petroleum Storage Tank	☐ PWS
☐ Sludge	☐ Storm Water	☐ Title V Air	☐ Tires	☐ Used Oil
☐ Voluntary Cleanup	☒ Wastewater	☐ Wastewater Agriculture	☐ Water Rights	☐ Other:
	WQ0010210-001			

SECTION IV: Preparer Information

40. Name:	Lauren Willis	41. Title:	Director of Gov't Affairs
42. Telephone Number	43. Ext./Code	44. Fax Number	45. E-Mail Address
(830) 379-5822		() -	lwillis@gbra.org

SECTION V: Authorized Signature

46. By my signature below, I certify, to the best of my knowledge, that the information provided in this form is true and complete, and that I have signature authority to submit this form on behalf of the entity specified in Section II, Field 6 and/or as required for the updates to the ID numbers identified in field 39.

Company:	City of Lockhart	Job Title:	City Mayor
Name (In Print):	Lew White	Phone:	(512) 398- 3461
Signature:		Date:	

Section 14. Signature Page (Instructions Page 34)

If co-applicants are necessary, each entity must submit an original, separate signature page.

Permit Number: WQ0010210-001

Applicant: City of Lockhart

Certification:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

I further certify that I am authorized under 30 Texas Administrative Code § 305.44 to sign and submit this document, and can provide documentation in proof of such authorization upon request.

Signatory name (typed or printed): Lew White

Signatory title: City Mayor, City of Lockhart

Signature: _____ Date: _____

(Use blue ink)

Subscribed and Sworn to before me by the said _____

on this _____ day of _____, 20____.

My commission expires on the _____ day of _____, 20____.

Notary Public

[SEAL]

County, Texas

Section 14. Laboratory Accreditation (Instructions Page 56)

All laboratory tests performed must meet the requirements of *30 TAC Chapter 25, Environmental Testing Laboratory Accreditation and Certification*, which includes the following general exemptions from National Environmental Laboratory Accreditation Program (NELAP) certification requirements:

- The laboratory is an in-house laboratory and is:
 - o periodically inspected by the TCEQ; or
 - o located in another state and is accredited or inspected by that state; or
 - o performing work for another company with a unit located in the same site; or
 - o performing pro bono work for a governmental agency or charitable organization.
- The laboratory is accredited under federal law.
- The data are needed for emergency-response activities, and a laboratory accredited under the Texas Laboratory Accreditation Program is not available.
- The laboratory supplies data for which the TCEQ does not offer accreditation.

The applicant should review 30 TAC Chapter 25 for specific requirements.

The following certification statement shall be signed and submitted with every application. See the Signature Page section in the Instructions, for a list of designated representatives who may sign the certification.

CERTIFICATION:

I certify that all laboratory tests submitted with this application meet the requirements of *30 TAC Chapter 25, Environmental Testing Laboratory Accreditation and Certification*.

Printed Name: Lew White

Title: City Mayor, City of Lockhart

Signature: _____

Date: _____

Attachment 1

Core Data Form



TCEQ Core Data Form

For detailed instructions on completing this form, please read the Core Data Form Instructions or call 512-239-5175.

SECTION I: General Information

1. Reason for Submission (If other is checked please describe in space provided.)		
☐ New Permit, Registration or Authorization (Core Data Form should be submitted with the program application.)		
☒ Renewal (Core Data Form should be submitted with the renewal form)		☐ Other
2. Customer Reference Number (if issued)	Follow this link to search for CN or RN numbers in Central Registry**	3. Regulated Entity Reference Number (if issued)
CN 600245195		RN 101325926

SECTION II: Customer Information

4. General Customer Information		5. Effective Date for Customer Information Updates (mm/dd/yyyy)							
☐ New Customer ☐ Update to Customer Information ☐ Change in Regulated Entity Ownership									
☐ Change in Legal Name (Verifiable with the Texas Secretary of State or Texas Comptroller of Public Accounts)									
<i>The Customer Name submitted here may be updated automatically based on what is current and active with the Texas Secretary of State (SOS) or Texas Comptroller of Public Accounts (CPA).</i>									
6. Customer Legal Name (If an individual, print last name first: eg: Doe, John)			<i>If new Customer, enter previous Customer below:</i>						
Guadalupe-Blanco River Authority									
7. TX SOS/CPA Filing Number	8. TX State Tax ID (11 digits)	9. Federal Tax ID (9 digits)	10. DUNS Number (if applicable)						
	17460016342	746001634							
11. Type of Customer:	☐ Corporation	☐ Individual	Partnership: ☐ General ☐ Limited						
Government: ☒ City ☐ County ☐ Federal ☐ Local ☐ State ☐ Other		☐ Sole Proprietorship	☐ Other:						
12. Number of Employees			13. Independently Owned and Operated?						
☐ 0-20 ☐ 21-100 ☒ 101-250 ☐ 251-500 ☐ 501 and higher			☐ Yes ☒ No						
14. Customer Role (Proposed or Actual) – as it relates to the Regulated Entity listed on this form. Please check one of the following									
☒ Owner ☐ Operator ☐ Owner & Operator ☐ Other:									
☐ Occupational Licensee ☐ Responsible Party ☐ VCP/BSA Applicant									
15. Mailing Address:	P.O. Box 239								
	City	Lockhart	State	TX	ZIP	78644	ZIP + 4		
16. Country Mailing Information (if outside USA)					17. E-Mail Address (if applicable)				
					slewis@lockhart-tx.org				
18. Telephone Number			19. Extension or Code			20. Fax Number (if applicable)			

SECTION III: Regulated Entity Information

21. General Regulated Entity Information (If "New Regulated Entity" is selected, a new permit application is also required.)								
☐ New Regulated Entity ☐ Update to Regulated Entity Name ☐ Update to Regulated Entity Information								
<i>The Regulated Entity Name submitted may be updated, in order to meet TCEQ Core Data Standards (removal of organizational endings such as Inc, LP, or LLC).</i>								
22. Regulated Entity Name (Enter name of the site where the regulated action is taking place.)								
Lockhart Wastewater Treatment Facility No. 2								
23. Street Address of the Regulated Entity: (No PO Boxes)	167 Creekview							
	City	Lockhart	State	TX	ZIP	78644	ZIP + 4	
24. County	Caldwell							

If no Street Address is provided, fields 25-28 are required.

25. Description to Physical Location:											
26. Nearest City				State		Nearest ZIP Code					
<i>Latitude/Longitude are required and may be added/updated to meet TCEQ Core Data Standards. (Geocoding of the Physical Address may be used to supply coordinates where none have been provided or to gain accuracy).</i>											
27. Latitude (N) In Decimal:						28. Longitude (W) In Decimal:					
Degrees		Minutes		Seconds		Degrees		Minutes		Seconds	
29. Primary SIC Code (4 digits)			30. Secondary SIC Code (4 digits)			31. Primary NAICS Code (5 or 6 digits)			32. Secondary NAICS Code (5 or 6 digits)		
4952						221320					
33. What is the Primary Business of this entity? (Do not repeat the SIC or NAICS description.)											
Wastewater Treatment Facility											
34. Mailing Address:		P.O. Box 239									
		City	Lockhart	State	TX	ZIP	78644	ZIP + 4			
35. E-Mail Address:		lwhite@lockhart-tx.org									
36. Telephone Number				37. Extension or Code				38. Fax Number (if applicable)			
(512) 398-3461								() -			

39. TCEQ Programs and ID Numbers Check all Programs and write in the permits/registration numbers that will be affected by the updates submitted on this form. See the Core Data Form instructions for additional guidance.

☐ Dam Safety	☐ Districts	☐ Edwards Aquifer	☐ Emissions Inventory Air	☐ Industrial Hazardous Waste
☐ Municipal Solid Waste	☐ New Source Review Air	☐ OSSF	☐ Petroleum Storage Tank	☐ PWS
☐ Sludge	☐ Storm Water	☐ Title V Air	☐ Tires	☐ Used Oil
☐ Voluntary Cleanup	☒ Wastewater	☐ Wastewater Agriculture	☐ Water Rights	☐ Other:
	WQ0010210-002			

SECTION IV: Preparer Information

40. Name:	Lauren Willis	41. Title:	Director of Gov't Affairs
42. Telephone Number	43. Ext./Code	44. Fax Number	45. E-Mail Address
(830) 379-5822		() -	lwillis@gbra.org

SECTION V: Authorized Signature

46. By my signature below, I certify, to the best of my knowledge, that the information provided in this form is true and complete, and that I have signature authority to submit this form on behalf of the entity specified in Section II, Field 6 and/or as required for the updates to the ID numbers identified in field 39.

Company:	City of Lockhart	Job Title:	City Mayor
Name (In Print):	Lew White	Phone:	(512) 398- 3461
Signature:		Date:	

Section 14. Laboratory Accreditation (Instructions Page 56)

All laboratory tests performed must meet the requirements of *30 TAC Chapter 25, Environmental Testing Laboratory Accreditation and Certification*, which includes the following general exemptions from National Environmental Laboratory Accreditation Program (NELAP) certification requirements:

- The laboratory is an in-house laboratory and is:
 - o periodically inspected by the TCEQ; or
 - o located in another state and is accredited or inspected by that state; or
 - o performing work for another company with a unit located in the same site; or
 - o performing pro bono work for a governmental agency or charitable organization.
- The laboratory is accredited under federal law.
- The data are needed for emergency-response activities, and a laboratory accredited under the Texas Laboratory Accreditation Program is not available.
- The laboratory supplies data for which the TCEQ does not offer accreditation.

The applicant should review 30 TAC Chapter 25 for specific requirements.

The following certification statement shall be signed and submitted with every application. See the Signature Page section in the Instructions, for a list of designated representatives who may sign the certification.

CERTIFICATION:

I certify that all laboratory tests submitted with this application meet the requirements of *30 TAC Chapter 25, Environmental Testing Laboratory Accreditation and Certification*.

Printed Name: Lew White

Title: City Mayor, City of Lockhart

Signature: _____

Date: _____

Section 14. Signature Page (Instructions Page 34)

If co-applicants are necessary, each entity must submit an original, separate signature page.

Permit Number: WQ0010210-002

Applicant: City of Lockhart

Certification:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

I further certify that I am authorized under 30 Texas Administrative Code § 305.44 to sign and submit this document, and can provide documentation in proof of such authorization upon request.

Signatory name (typed or printed): Lew White

Signatory title: City Mayor, City of Lockhart

Signature: _____ Date: _____

(Use blue ink)

Subscribed and Sworn to before me by the said _____

on this _____ day of _____, 20____.

My commission expires on the _____ day of _____, 20____.

Notary Public

[SEAL]

County, Texas

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: October 3, 2024

AGENDA ITEM CAPTION: Approve Ordinance 2024-30 to revise rules and requirements for the current Lockhart On-Site Sewage Facilities Ordinance.

ORIGINATING DEPARTMENT AND CONTACT: Development Services - Andrew Devaney

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: The purpose of this ordinance is to provide a method for property owners to construct On-Site Sewage Facilities (OSSF) within the City when/where appropriate and to ensure the health and safety of residents of the City and its waterways. An OSSF, also known as a septic system, is a private wastewater treatment and disposal system that is typically used on properties where public sewer systems are not available. Applications for OSSF installations are infrequent. The City receives OSSF applications at a rate of approximately one per year.

This agenda item would repeal and replace the current Lockhart OSSF Ordinance. The Texas Commission on Environmental Quality (TCEQ) has required revisions to a previously adopted OSSF ordinance that was approved August 15, 2023. The major change from the previous ordinance is determining who can maintain OSSF systems. The ordinance revision would require a TCEQ licensed maintenance provider or TCEQ licensed maintenance technician as the individuals who would be allowed to maintain OSSF systems. This ensures that the OSSF system is maintained by individuals that possess the knowledge needed to safely maintain such systems.

TCEQ has strict requirements for governing bodies, and the proposed ordinance went through a rigorous review process that was approved in September of this year.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: August 15, 2023 Council approved Ordinance 2023-14.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

City of Lockhart, Texas

Council Agenda Item Cover Sheet

STAFF RECOMMENDATION/REQUESTED MOTION: Staff respectfully recommends approval of proposed Ordinance 2024-30

LIST OF SUPPORTING DOCUMENTS: ORDINANCE NO 2024-30

ORDINANCE NO. 2024-30

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

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

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

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

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

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

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

Section 9 of this Ordinance (More Stringent Requirements).

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

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

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

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

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

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

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

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

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

SECTION 6. AREA OF JURISDICTION.

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

SECTION 7. COMPLIANCE WITH ORDINANCE.

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

SECTION 8. INCORPORATION BY REFERENCE.

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

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

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

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

SECTION 9. MORE STRINGENT REQUIREMENTS

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

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

- (G) Any single family dwelling, commercial or institutional facility, multi-unit residential development or recreational vehicle park occupied any part of the day or night shall be connected to an on-site sewage facility or other approved method of wastewater treatment and/or disposal.
- (H) The use of portable toilets and holding tanks may be authorized by the permitting authority only as a temporary means of domestic sewage disposal for no longer than 180 days. As long as all other holding tank requirements are met according to 30 TAC 285.34(e), exceptions beyond two weeks may be made for businesses which operate less than two days per week and construction sites requiring restroom facilities. Portable toilets must comply with Texas Department of State Health Services requirements.

SECTION 10. COLLECTION OF FEES.

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

SECTION 11. APPEALS.

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

SECTION 12. ENFORCEMENT PLAN.

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

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

SECTION 13. SEVERABILITY

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

SECTION 14. RELINQUISHMENT OF ORDINANCE

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

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

SECTION 15. TITLE VI COMPLIANCE

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

SECTION 16. EFFECTIVE DATE.

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

AND IT IS SO ORDERED:

PASSED AND APPROVED THIS _____ DAY OF _____, 20__.

CITY OF LOCKHART:

Lew White, Mayor

ATTEST:

City Secretary

Attachment A

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

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

(1) Justification:

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

- (B) Effective upon passage of this ordinance, the City of Lockhart shall require the maintenance for all OSSFs, identified in 30 TAC Rule 285.91(12), to be performed by a TCEQ licensed maintenance provider or TCEQ licensed maintenance technician.

(1) Justification:

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

(C) Maintenance Inspections and Reports:

- (1) Inspections at a minimum must meet all inspection requirements (no less than once every three months) as set by the Rules, City of Lockhart, as well as, the inspection requirements outlined by the manufacturer for the brand being inspected.
- (2) Inspection reports shall address all inspection and testing requirements as set by the Rules, City of Lockhart, as well as, the testing requirements outlined by the manufacturer for the brand being inspected.
- (3) The City of Lockhart shall require the reporting of the sludge levels in the pump tank, and the condition of the spray area to be included on each required testing report specified by the Rules.

(1) Justification:

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

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

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

(1) Justification:

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

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

(1) Justification:

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

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

(1) Justification:

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

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

(1) Justification:

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

(H) The use of portable toilets and holding tanks may be authorized by the permitting authority only as a temporary means of domestic sewage disposal for no longer than 180 days. Exceptions beyond two weeks may be made for businesses which operate less than two days per week and construction sites requiring restroom facilities. Written documentation of proper transfer and disposal of contents shall be provided to permitting authority prior to installation.

(1) Justification:

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

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: October 3, 2024

AGENDA ITEM CAPTION: Accept appointments of Election Judges for the upcoming November 5, 2024 election.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Julie Bowermon

ACTION REQUESTED: Other

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 2012, 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.

On August 20, 2024, the City Council approved the contract for election services with the County EA to conduct the City of Lockhart's Special Election on November 5, 2024. However, at that time, the Caldwell County Commissioners Court had not yet considered/completed the appointment of Central Count, Early Voting Ballot Board, and Election Day Judges. During the presentation of the elections service contract, it was noted that Attachment 'C' of the election services contract was blank regarding election workers and after appointments were made by the County, an item would be placed on a future City Council agenda to consider acknowledging the appointments. The County completed the appointments during the September 10, 2024 Commissioners Court meeting. Therefore, the list of election judges, also referred to as election workers, is now available for the City Council to consider and accept.

PROJECT SCHEDULE (if applicable): N/A

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION: August 20, 2024: City Council approved the Joint Elections Services Contract between Caldwell County and the City of Lockhart.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Staff respectfully requests accepting appointments of Election Judges for the upcoming November 5, 2024 election.

LIST OF SUPPORTING DOCUMENTS: Attachment C - Appointments, Approved 2024 Joint Election Services Contract between Caldwell County and City of Lockhart

Attachment 'C'

Appointments

Election Worker Pay: Election Judges: \$14/Hr, Election Clerks: \$12/Hr

Election Day Judges:

- First Lockhart Baptist Connection Center- 200 S. Blanco St., Lockhart, TX 78644
 - Voting Pct: 100 / 101Presiding Judge: Mary Dela Cruz
Alternate Judge: Susan Falgout
- Grace Lutheran Fellowship Hall- 108 N. Medina, Lockhart, TX 78644
 - Voting Pct: 103 / 108Presiding Judge: Mary Walther
Alternate Judge: Debra Wilson
- VFW Post 8927- 7007 S. US HWY 183, Lockhart, TX 78644
 - Voting Pct: 102 / 104Presiding Judge: John Baker
Alternate Judge: Patrick Waldron
- Lockhart Evenings Lions Club- 220 Bufkin Lane, LOCKHART, TX 78644
 - Voting Pct: 111Presiding Judge: Judy Velasquez
Alternate Judge: Erica Diaz
- Luling Southside Clubhouse- 1035 S. Magnolia Ave, Luling, TX 78648
 - Voting Pct: 201 / 202Presiding Judge: Cristi Ramos
Alternate Judge: Gilbert Guerrero
- McNeil Baptist Church Fellowship Hall- 14304 FM 1322, Luling, TX 78648
 - Voting Pct: 203Presiding Judge: Susan Blair
Alternate Judge: William Watson
- McMahan Community Center- 6022 FM 713, Dale, TX 78616
 - Voting Pct: 204 / 205Presiding Judge: Henry Hanson
Alternate Judge: Mark Covey
- Luling Civic Center- 333 E. Austin St., Luling, TX 78648
 - Voting Pct: 206Presiding Judge: Daniel Garcia
Alternate Judge: Olga Delgado
- Three Rivers Community Church – Fellowship Hall- 103 Main St., Martindale, TX 78655
 - Voting Pct: 300 / 301Presiding Judge: Sara Carr
Alternate Judge: Jarrett Cochran
- Maxwell Social Club- 180 4th St., Maxwell, TX 78656
 - Voting Pct: 302Presiding Judge: David Roland
Alternate Judge: Andrew Narvaiz
- Uhland City Hall – Community Hall- 15 N. Old Spanish Trail, Uhland, TX 78640
 - Voting Pct: 303 / 306Presiding Judge: Dennis Heideman
- Fentress Community Church- 13481 State Park Rd., Fentress, TX 78622
 - Voting Pct: 305Presiding Judge: Janet Barkmeyer
Alternate Judge: Mary Llanas
- St. Marks Methodist Church Fellowship Hall- 602 E. Live Oak St., Lockhart, TX 78644
 - Voting Pct: 401Presiding Judge: Aurora Chavira
Alternate Judge: Catherine Moore
- St. Mary's Catholic Parish Hall- 205 W. Pecan St., Lockhart, TX 78644
 - Voting Pct: 402Presiding Judge: Steve Casillas
Alternate Judge: Vincent Ortiz III
- Lytton Springs Baptist Church- 8511 FM 1854, Dale, TX 78616
 - Voting Pct: 404Presiding Judge: Gloria Hanna
Alternate Judge: Dawn Tschirhart
- Dale Fire Station- 1414 FM 1854, Dale, TX 78616
 - Voting Pct: 400 / 405Presiding Judge: Lori Segalotto
Alternate Judge: James Wygant

Early Vote Ballot Board/Central Count Judges

- Presiding Judge: David Tschirhart
- Alternate Judge: Vanessa Gutierrez

Central Counting Station Staff

- Central Count Manager: Devante Coe
- Assistant Central Count Manager: Patricia Smith
- Tabulation Supervisor: Mayra Calderon
- Assistant Tabulation Supervisor: Katharine Williams

**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 ender. Headings in this contract are descriptive only, and not terms of inclusion or exclusion.

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

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

Section 7.12. **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:

Jim White
Name: LEW WHITE
Title: MAYOR

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: _____

Title: _____

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. Communication	\$ 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

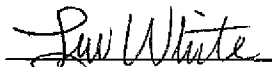
Official Contact Number: 512-398-3461

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

MAYOR
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. **McNeill 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: October 3, 2024

AGENDA ITEM CAPTION: Presentation by TRC and consider adopting the Water/Wastewater Master Plan.

ORIGINATING DEPARTMENT AND CONTACT: Public Works - Sean Kelley

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: Tonight's presentation will review highlights from Lockhart's first Water and Wastewater Master Plan. This plan began in April 2023, as an outcome of the Growth Planning Meetings to keep up with the growing demands of the water and wastewater systems.

The Water and Wastewater Master Plan evaluates the existing water and wastewater conditions and is a forward-looking study that aims to anticipate system constraints by addressing them before they occur. The plan will also serve as a planning tool for capacity assurance for the next 20 years of anticipated growth by using Planning Horizons and Trigger/Milestones to determine the need for capital improvements. The Planning Horizons are fixed points that look at Near-Term (2023-2028, 5-year planning), Intermediate-Term (2029-2033, 10-year planning), and Long-Term (2034-2043, 20-year planning). The plan also identifies Project Triggers which are included to identify needed improvements related to the demands and capacities of the system.

The Master Plan creates a Capital Improvement Plan (CIP) as a companion document that addresses the timing, milestone horizons, and probable costs for the improvements that will become necessary to sustain the water and wastewater utility systems, and is designed to be an aid to assist staff in budgeting and planning capital improvements within the system.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

City of Lockhart, Texas

Council Agenda Item Cover Sheet

STAFF RECOMMENDATION/REQUESTED MOTION: Staff respectfully recommends approving the Water and Wastewater Plan.

LIST OF SUPPORTING DOCUMENTS: Lockhart Master Plan Presentation

2024 Water/Wastewater Master Plan Update

September 17, 2024

SUPPORTING

[DOING]

LEADING

Key Terms

- **Planning Horizon** – fixed point in time that this plan looks at. The Master Plan has three:
 1. Near-Term (2023-2028) – 5-year planning horizon
 2. Intermediate (2029-2033) – 10-year planning horizon
 3. Long-Term (2034-2043) – 20-year planning horizon
- **Project Trigger** – a threshold for some parameter that shows a need for a capital project.

What is a master plan?

- A master plan is a strategic plan that addresses both immediate and long-term needs and goals.
- Final document should:
 1. Provide capital improvement projects & associated cost
 2. Provide methodology and reasoning to determine projects
 3. Enable the City to plan resources allocation to best fit their needs/goals.

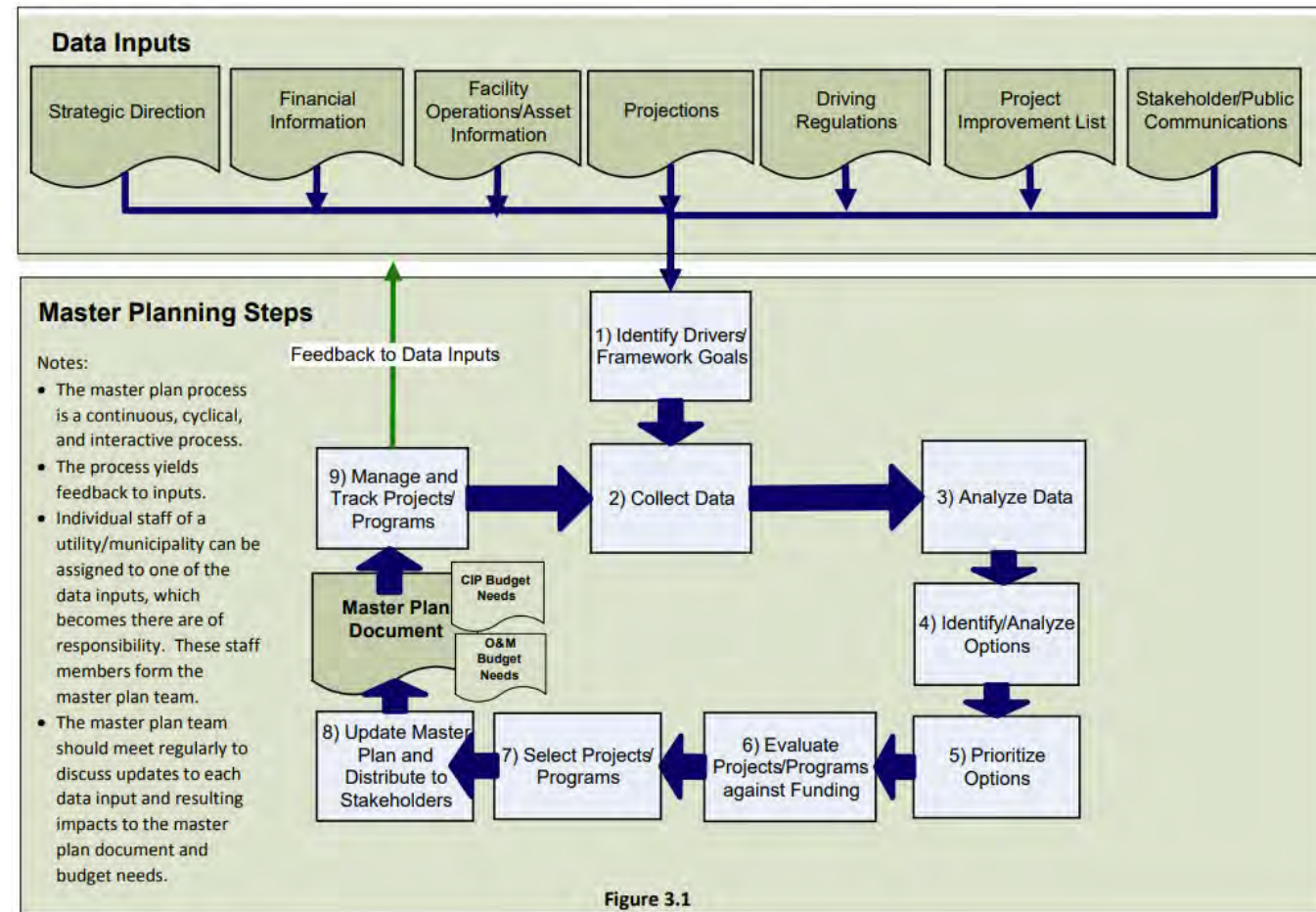


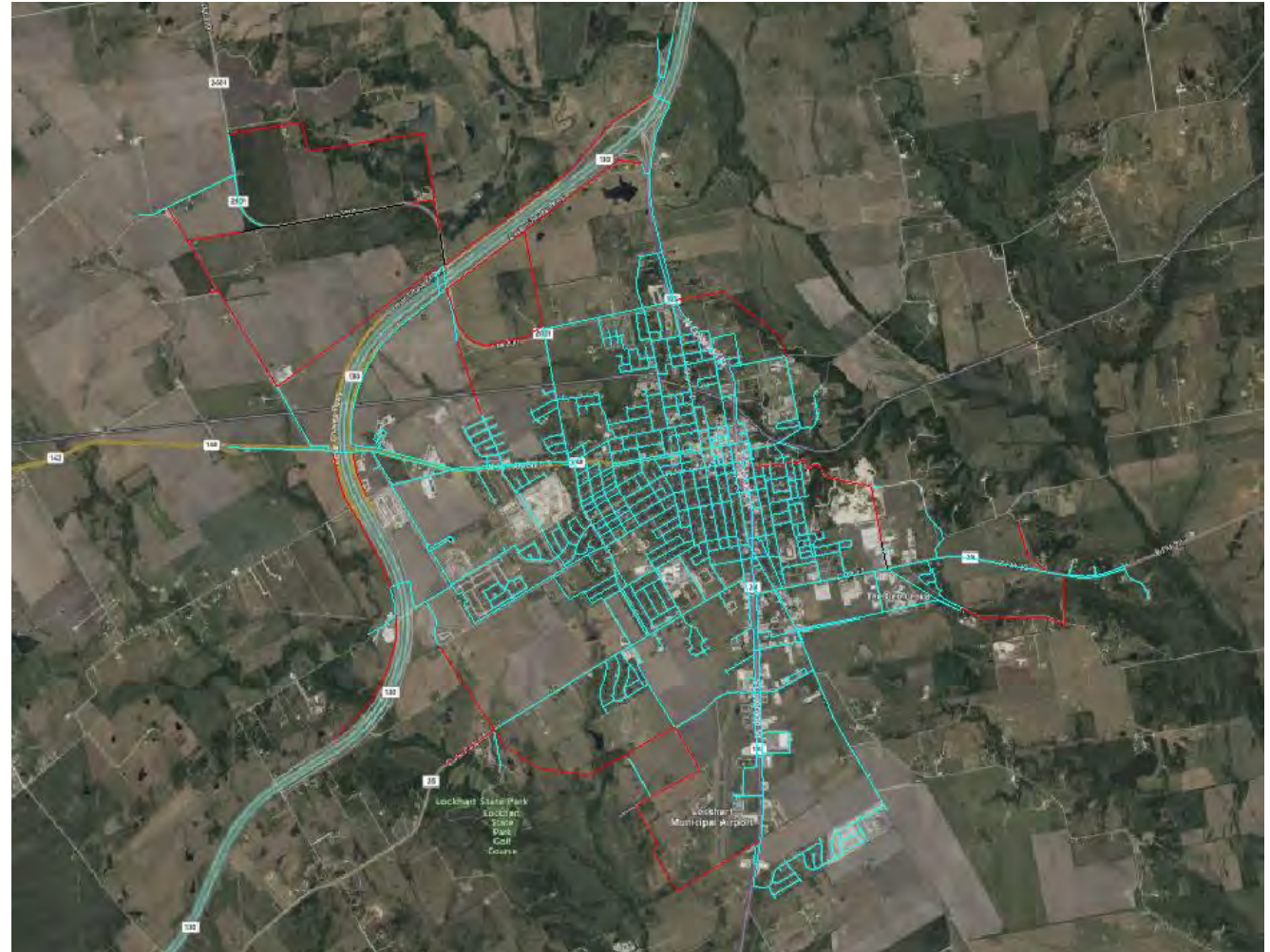
Figure 3.1 - Master Planning Steps. (2015). GAWP. Retrieved July 2024, from https://cdn.ymaws.com/www.gawp.org/resource/resmgr/Master_Planning_Guidelines/GAWP_Master_Planning_Guideli.pdf.

What was involved in this W/WW Master Plan

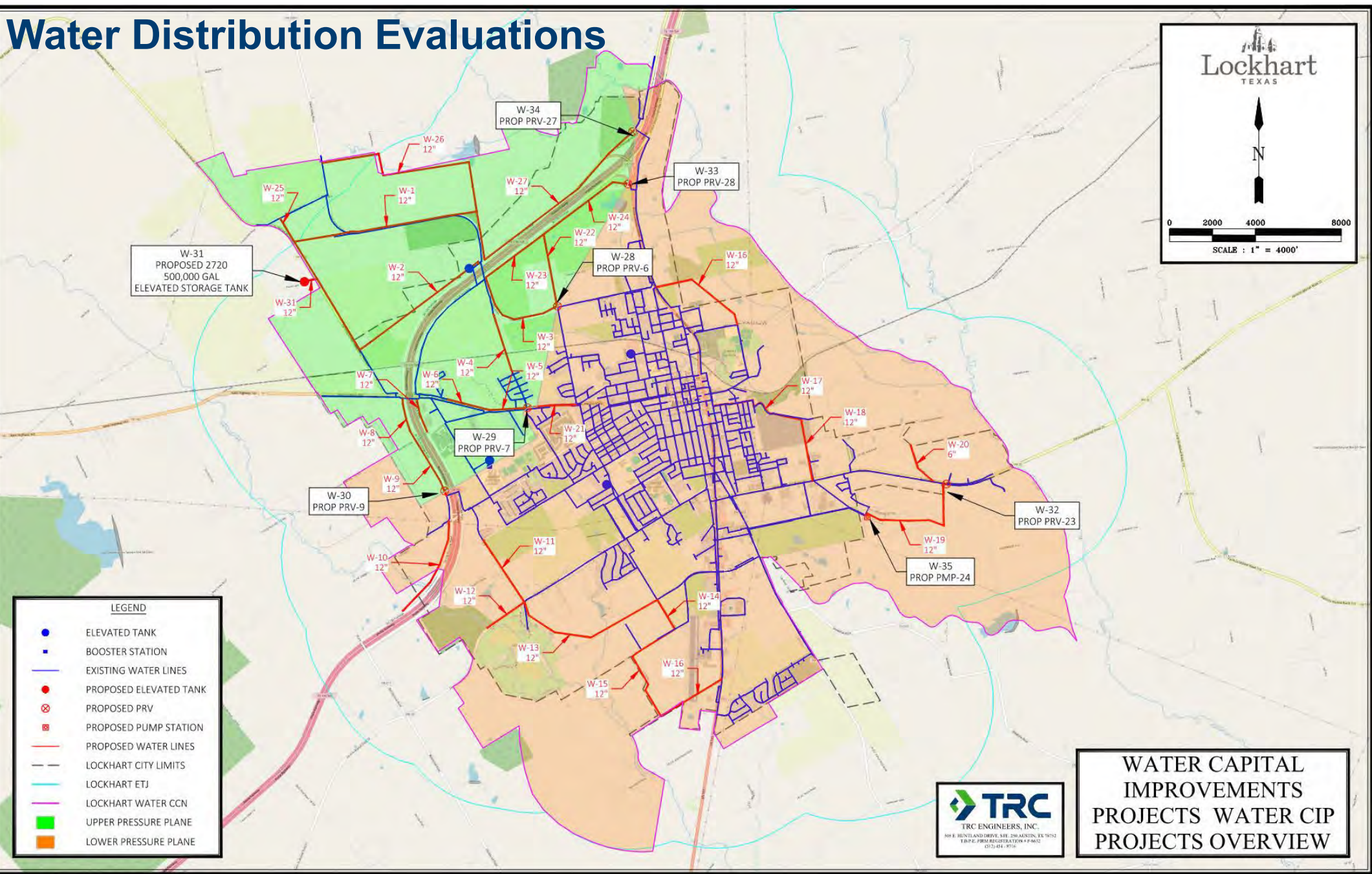
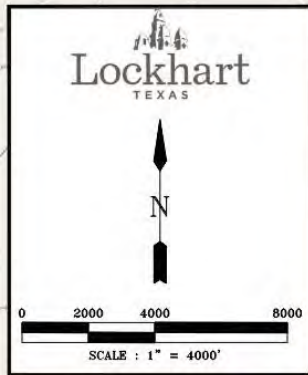
- Task 1 – Project Coordination
- Task 2 – Water Distribution Modeling and Evaluation
- Task 3 – Wastewater Collection Modeling and Evaluation
- Task 4 – W/WW Facilities Evaluation
- Task 5 – Capital Improvements Plan

Water Distribution Hydraulic Model

- TRC worked with the City to improve an existing model that TRC previously created.
- Data gathered included: record drawings, historical pump and tank data, fire flow test records
- Criteria for system to maintain compliance
 1. 30 TAC § 290.45 (a)(2) – 35psi under peak demand conditions.
 2. 30 TAC § 290.45 (a)(2) – 20psi and supply of 250gpm for 2 hours under fire flow conditions.
 1. Secondary goal was to maintain 1000gpm



Water Distribution Evaluations



LEGEND

- ELEVATED TANK
- BOOSTER STATION
- EXISTING WATER LINES
- PROPOSED ELEVATED TANK
- PROPOSED PRV
- PROPOSED PUMP STATION
- PROPOSED WATER LINES
- LOCKHART CITY LIMITS
- LOCKHART ETJ
- LOCKHART WATER CCN
- UPPER PRESSURE PLANE
- LOWER PRESSURE PLANE

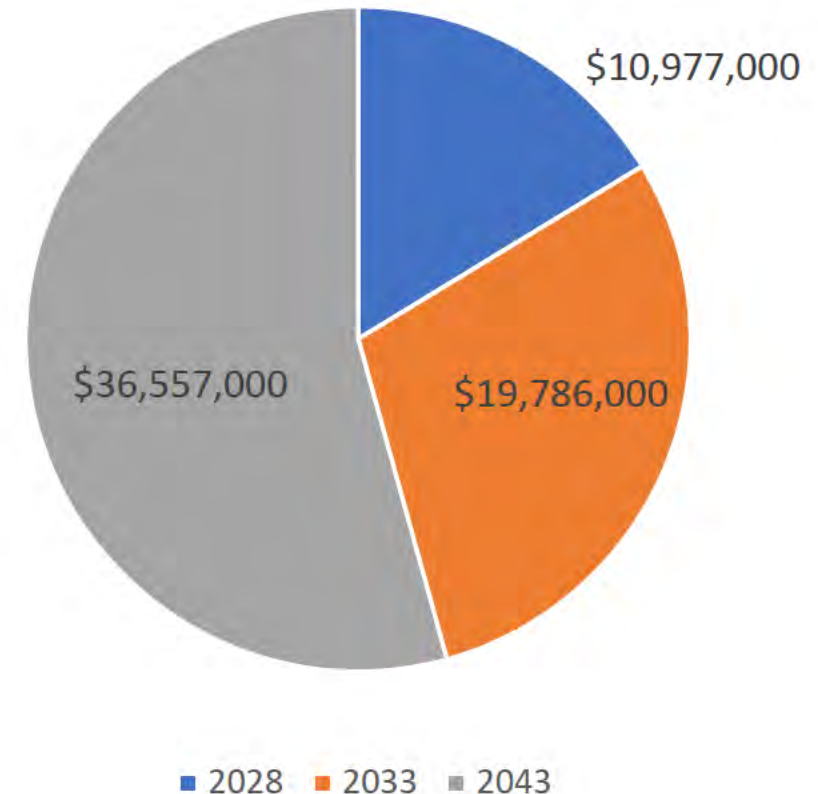
WATER CAPITAL IMPROVEMENTS PROJECTS WATER CIP PROJECTS OVERVIEW

TRC
TRC ENGINEERS, INC.
505 E. HUNTLAND DRIVE, STE. 250 AUSTIN, TX 78752
T.E.P.E. FIRM REGISTRATION # F-4652
(512) 454-1974

Water Distribution Evaluations

- 33 total projects over 20-years
 - 4 projects are related to capacity limitations or regulatory compliance.
 - 1 project is to bring the existing system in compliance with current City construction standards
 - 28 projects are due to anticipated growth and providing services beyond existing water utility extents

- Important Note:
 - ~\$36 million of cost in 2043 is to bring the system in compliance with current City Construction standards and not required to meet regulations/provide service.
 - Water Main Criticality Analysis could reduce cost and identify areas of priority for water main replacement.



Summary of Water Improvement Projects



NUMBER OF PROJECTS	PROJECT DESCRIPTION	COST	YEAR
10 PROJECTS	Network Improvements	\$10,977,000	2028
8 projects	Installing 49,290 linear feet of 12" Pipes	\$10,871,000	
2 projects	Installing Two (2) Pressure Reducing Valves	\$106,000	
21 PROJECTS	Network and Infrastructure Improvements	\$19,786,000	2033
16 projects	Installing 69,250 linear feet of 12" Pipes	\$15,715,000	
1 project	Installing 50,000 Gallon Elevated Storage Tank	\$3,036,000	
1 project	Installing High Service Pump of 1,200 GPM	\$876,000	
3 projects	Installing Three (3) Pressure Reducing Valves	\$159,000	
2 PROJECTS	Installation and Upsizing of Pipes	\$36,557,000	2043
1 project	Installing High Service Pump of 1,200 GPM	\$876,000	
1 project	Evaluating/updating Pipes per City Construction Compliance (8" diameter or bigger)	\$35,681,000	
33 TOTAL PROJECTS		TOTAL	\$67,320,000

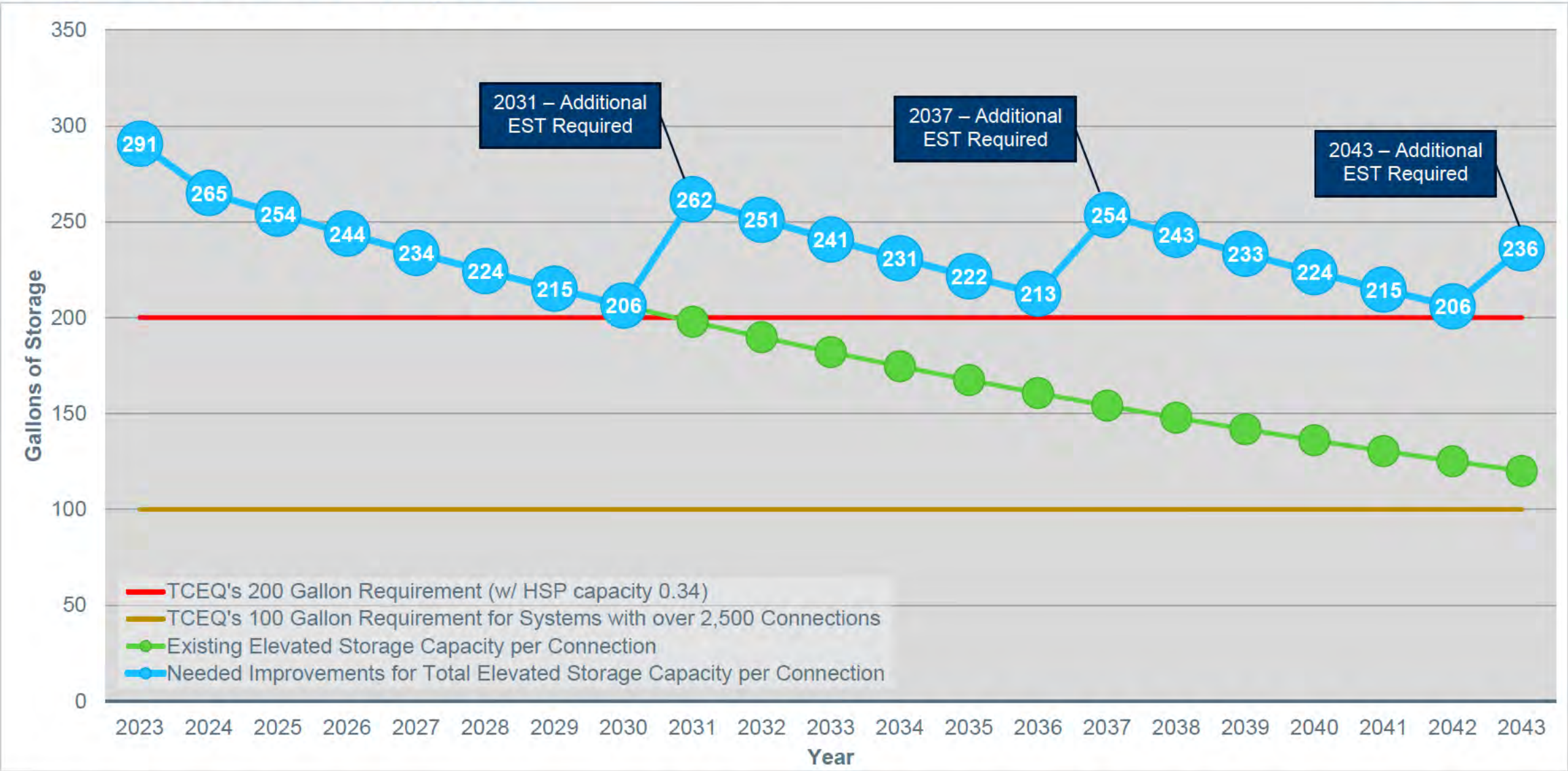
Elevated Storage and High Service Pump (HSP) Requirements by TCEQ



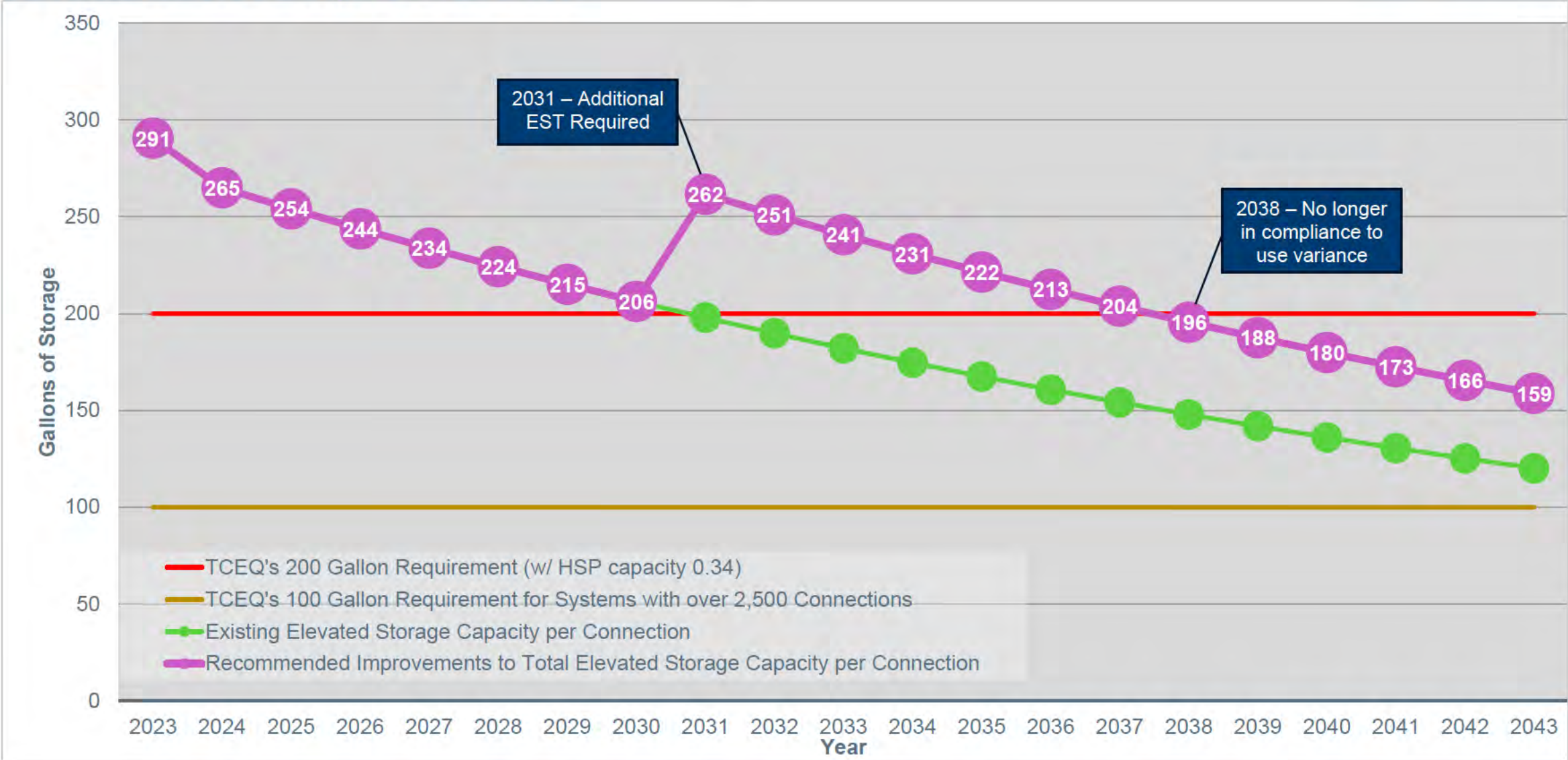
Rules from 290.45(b)(1)(D) for systems with over 250 connections

- Requirement for Elevated Storage
 - Elevated storage capacity of 100 gallons per connection
 - Note: If total capacity is over 200 gallons per connection, requirement for combined HSPs capacity's is affected
- Requirement for High Service Pumps (HSP)
 - Two options to meet requirement
 - Meet peak hourly demands (PHD) with the largest pump out of service (firm capacity)
 - For systems with elevated storage capacity of 200 gallons per connection, the HSPs minimum combined capacity must be 0.6 gpm per connection
- Alternative Capacity Request (ACR) Variance
 - received July 23, 2024
 - Granted new variance for combined HSP capacity
 - Combined HSP capacity of 0.34 gpm per connection required instead of 0.6 gpm per connection when the system has 200 gallons of elevated storage per connection.
 - Currently the City is meeting TCEQ's requirements using this rule.

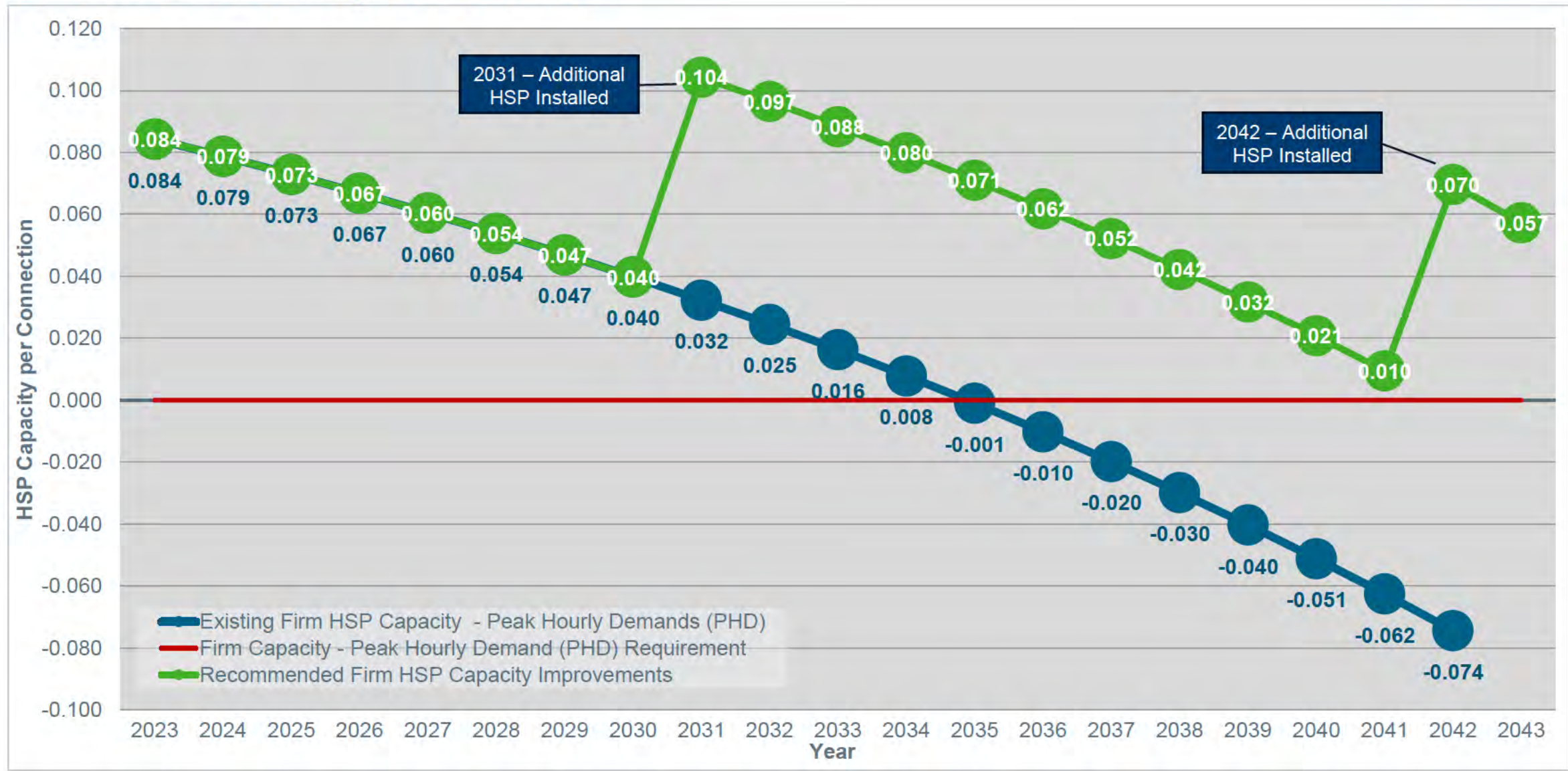
TCEQ's Elevated Storage Capacity Requirement using the Variance Request



TCEQ's Elevated Storage Capacity Requirement – Recommended Improvements

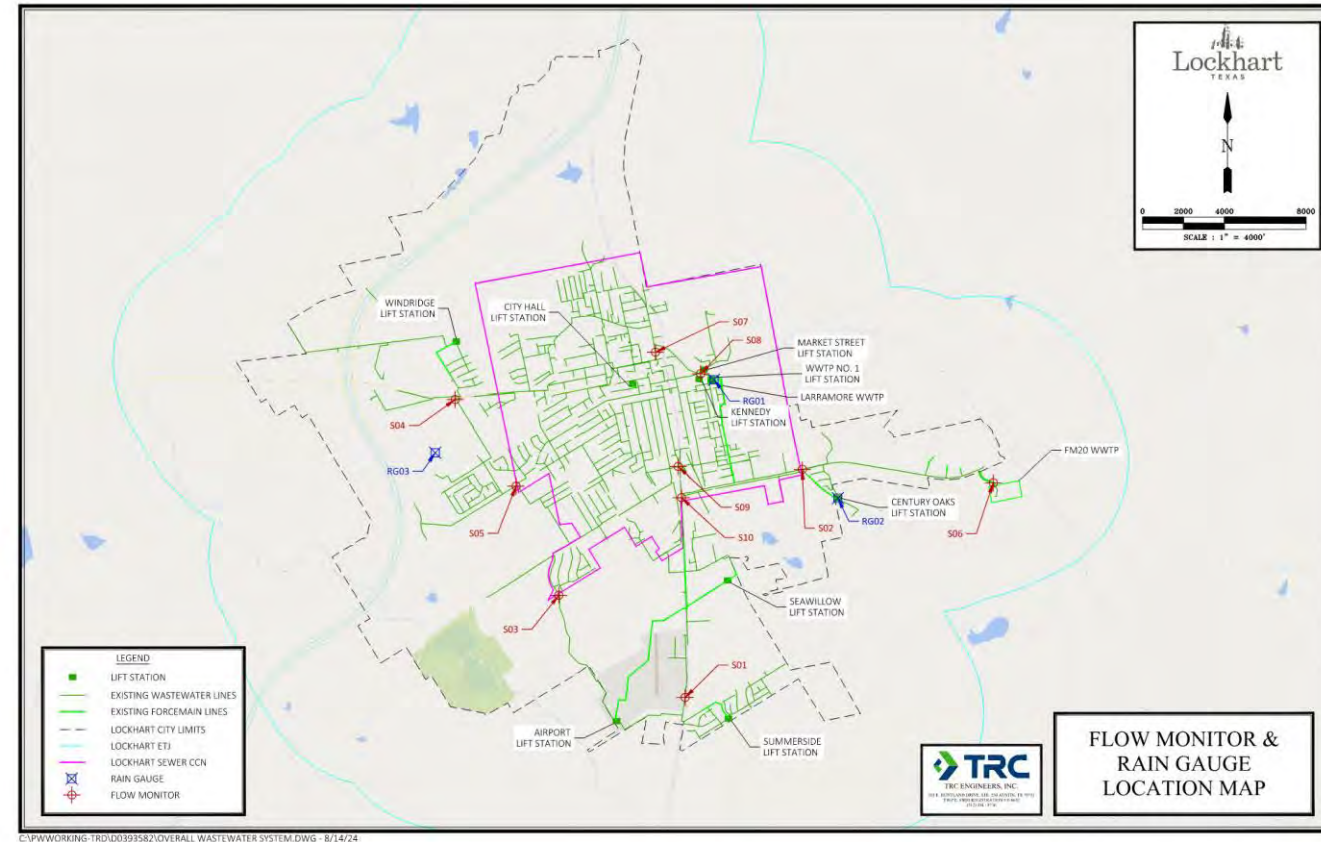


TCEQ's High Service Capacity Requirement – Recommended Improvements

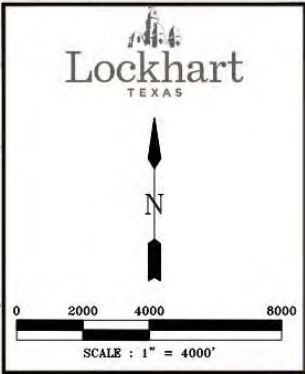


Wastewater Distribution Hydraulic Model

- TRC worked with the City to create a new hydraulic model
- Data gathered include record drawings, historical pump and tank data, fire flow test records
- 10 flow monitors and 3 rain gauges deployed from August 2023 to December 2023
- Criteria for system to maintain compliance
 1. Dry-weather flow is not greater than 50% of pipe diameter.
 2. Wet-weather flow is not greater than 80% of pipe diameter.



Sewer Distribution Evaluations



LEGEND

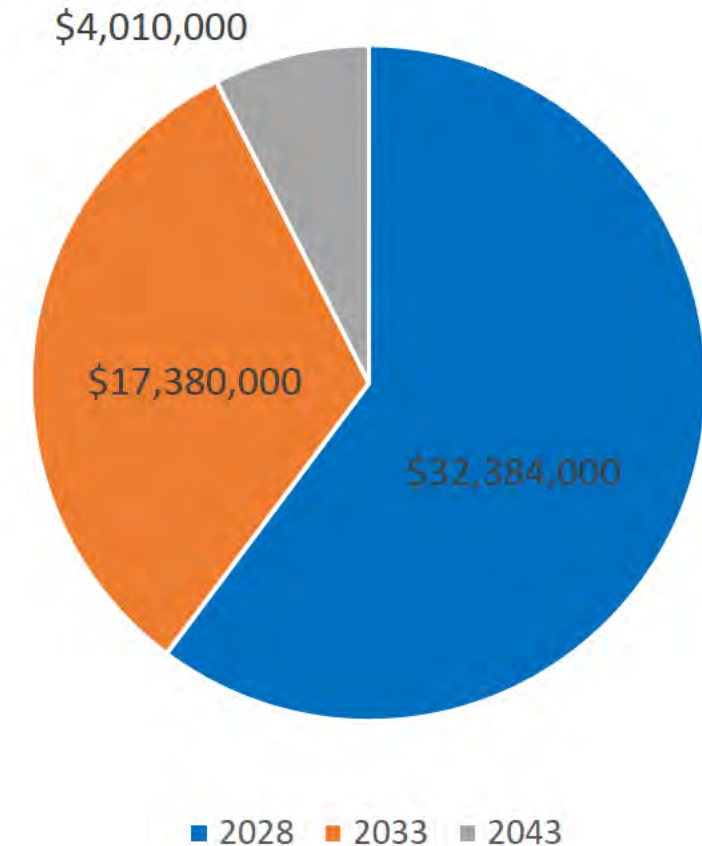
- EXISTING LIFT STATION
- EXISTING FORCE MAIN
- EXISTING SEWER LINE
- PROPOSED LIFT STATION/IMPROVEMENTS
- PROPOSED FORCE MAIN
- PROPOSED SEWER LINES
- LOCKHART CITY LIMITS
- LOCKHART ETJ
- LOCKHART SEWER CCN

TRC
TRC ENGINEERS, INC.
500 E. HUNTLAND DRIVE, STE. 200 AUSTIN, TX 78702
T&E: 512.464.4700 F&E: 512.464.4701

SEWER CAPITAL
IMPROVEMENTS
PROJECTS SEWER CIP
PROJECTS OVERVIEW

Sewer Distribution Evaluations

- 44 total projects over 20-years
 - 10 projects are related to capacity limitations
 - Lift Station Infrastructure Improvements
 - 34 projects are due to anticipated growth and providing services beyond existing wastewater utility extents
 - Pipelines

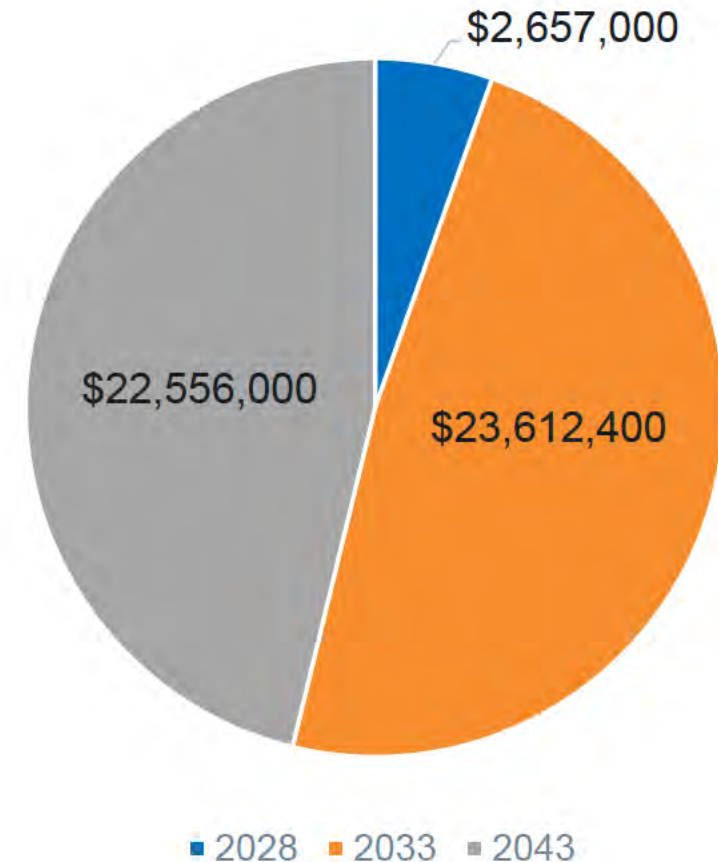


Summary of Wastewater Improvement Projects

NUMBER OF PROJECTS	TYPE OF PROJECT	QUANTITY	COST	PLANNING HORIZONS
23 PROJECTS	Network Improvements and Lift Station Infrastructure		\$32,384,000	2028
6 projects	Construction of Three (3) Lift Station and Three (3) Force Mains	3 lift stations, 26,200 linear feet	\$10,711,000	
17 projects	Installing and Upsizing of Pipes	76,400 linear feet	\$21,673,000	
18 PROJECTS	Network Improvements and Lift Station Infrastructure		\$17,380,000	2033
2 projects	Construction of One (1) Lift Station and One (1) Force Main	1 lift station, 2,000 linear feet	\$2,293,000	
1 project	Lift Station Improvements	capacity increase	\$1,250,000	
15 projects	Installing and Upsizing of Pipes	50,300 linear feet	\$13,837,000	
3 PROJECTS	Network Improvements and Lift Station Infrastructure		\$4,010,000	2043
2 projects	Upsizing of Pipes	6,000 linear feet	\$2,010,000	
1 project	Lift Station Improvements	capacity increase	\$2,000,000	
44 TOTAL PROJECTS		TOTAL	\$53,774,000	

W/WW Facilities Evaluation

- 13 total projects over 20-years
 - Main cost is derived from the decommissioning of Larremore WWTP & expansion of FM20 WWTP
 - Short-term Planning Horizon - ~\$3,000,000
 - WWTPs Equipment Improvements
 - Intermediate-Term Planning Horizon - ~\$20,000,000
 - Phase 1 – Expansion of FM20
 - Improvements to Wells
 - Long-Term Planning Horizon- ~\$25,000,000
 - Phase 2 – Additional expansion of FM20
 - Demolition of Larremore

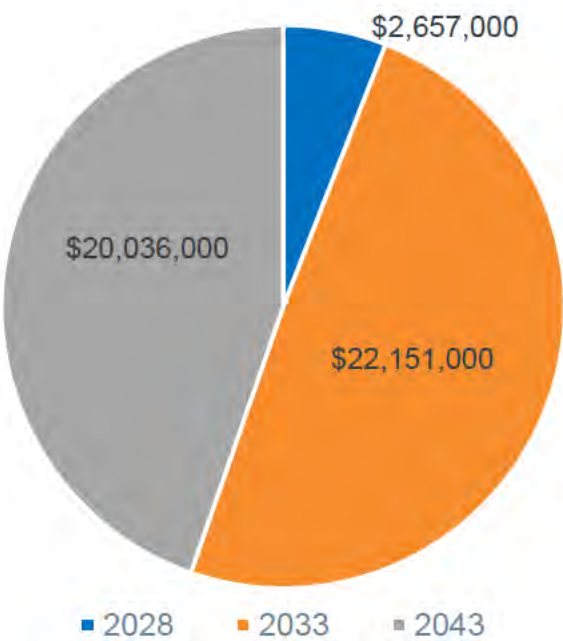


Breakdown of Wastewater Facility Costs

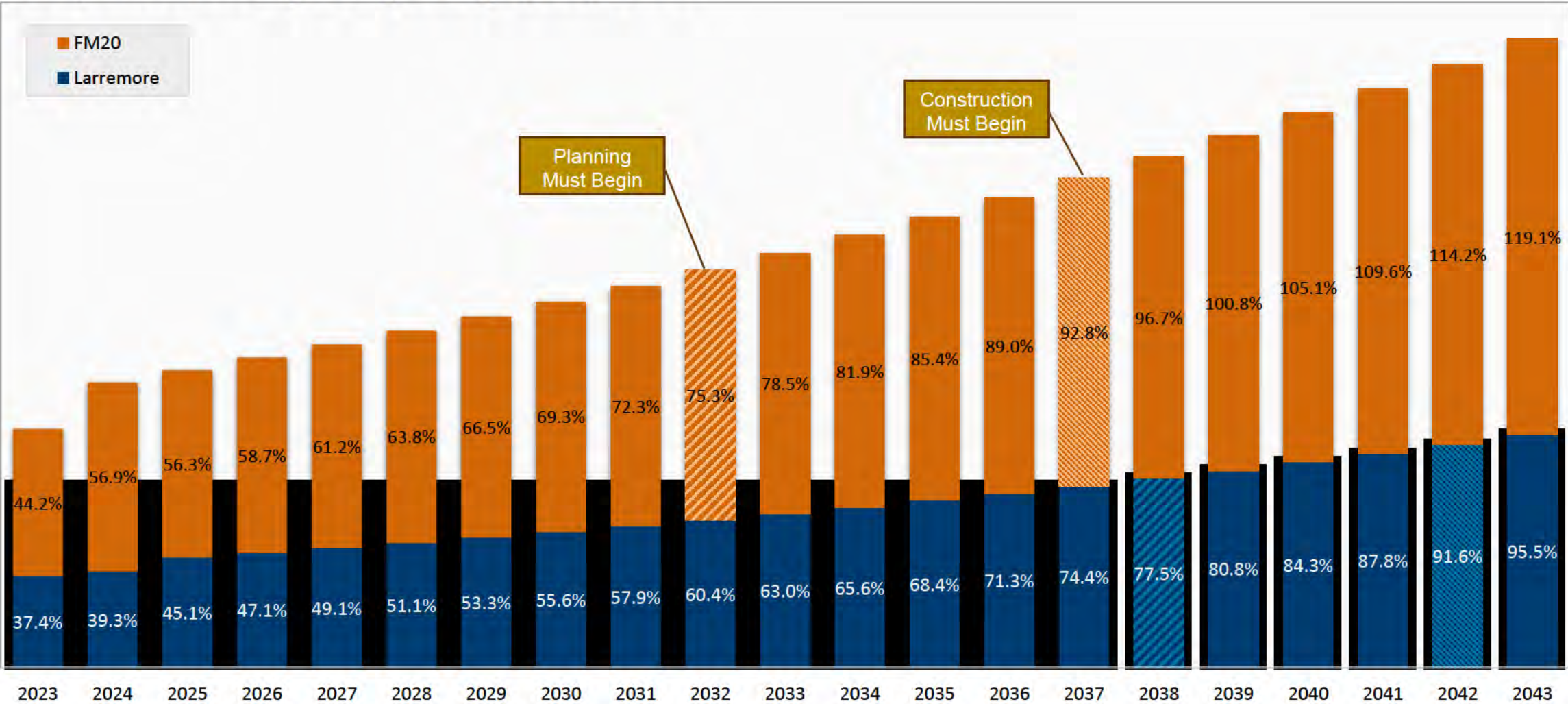


Wastewater Facility CIP Estimated Cost

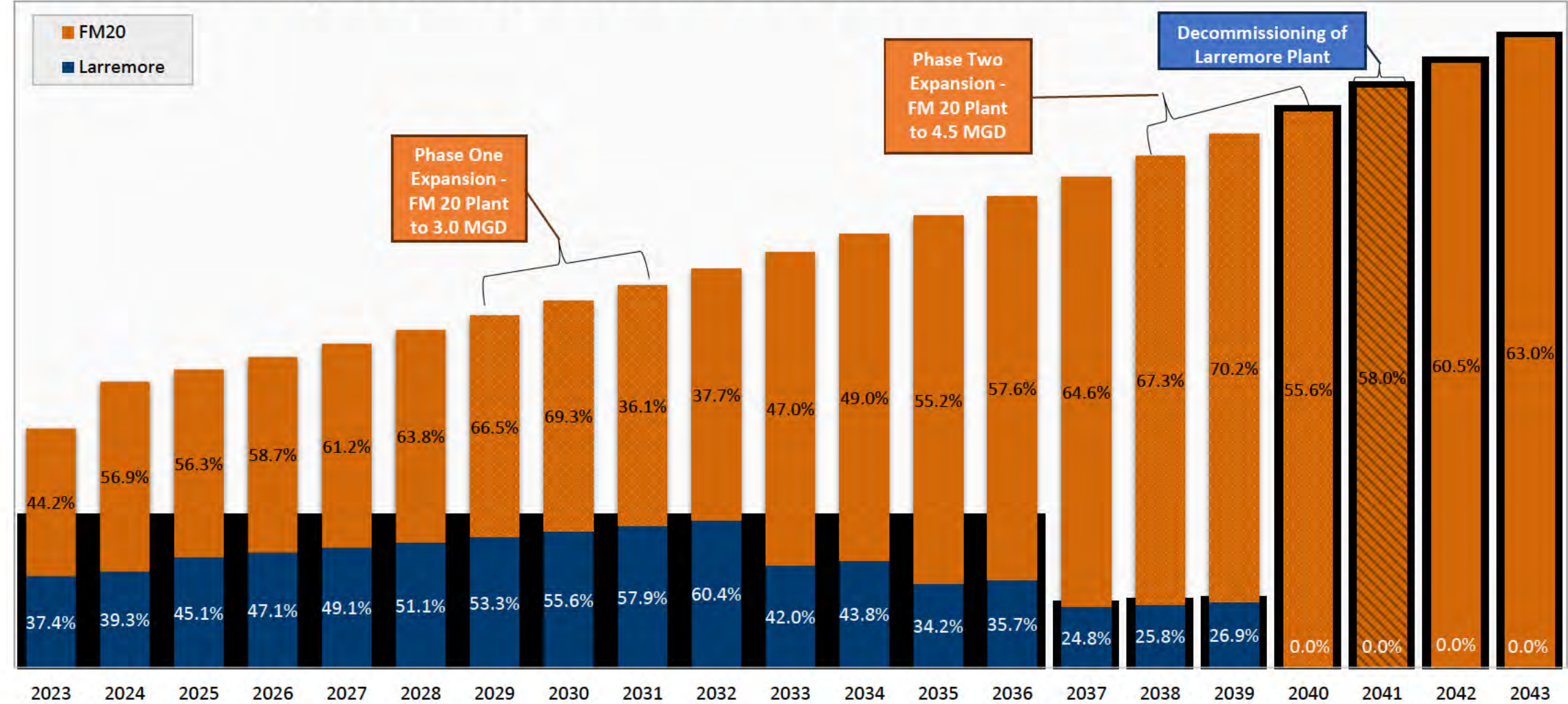
PROJECT DESCRIPTION	COST	Planning Horizon
CIP Maintance Costs	\$2,657,000	2028
FM 20 WWTP CIP	\$2,452,000	-
Larremore WWTP CIP	\$205,000	-
Plant Expansion Cost	\$22,151,000	2033
FM 20 WWTP Expansion Phase One	\$22,151,000	2029
Plant Expansions and CIP Costs	\$20,036,000	2043
Larremore WWTP CIP	\$535,000	-
FM 20 WWTP Expansion Phase Two	\$19,020,000	2038
Larremore Decommissioning	\$481,000	4041
TOTAL	\$44,844,000	



TCEQ WWTP Capacity Requirements



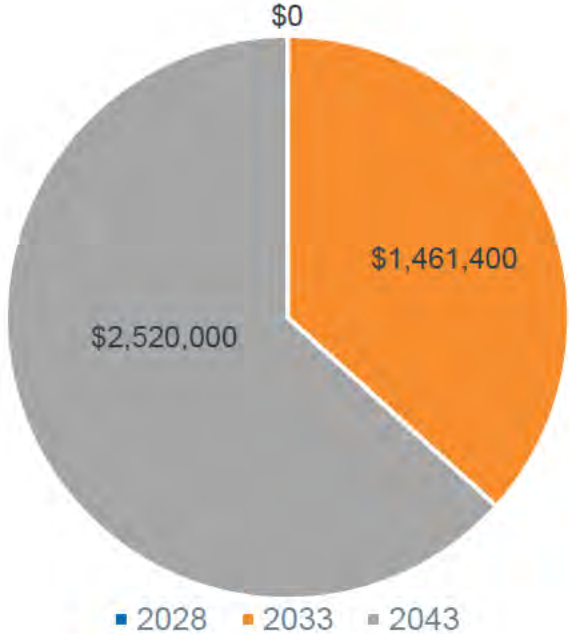
TCEQ WWTP Capacity Requirements with Improvements



Breakdown of Water Facility Costs

Water Facility CIP Estimated Cost

PROJECT DESCRIPTION	COST	Planning Horizon
Capacity Requirements by TCEQ	\$1,461,400	2033
ACR Request to TCEQ	\$11,400	2030
Well No. 4.B	\$1,450,000	2032
Capacity Requirements by TCEQ	\$2,520,000	2043
Well No. 5.B	\$1,400,000	2040
1 MGD Water Contract	\$1,120,000	2043
TOTAL	\$3,981,400	



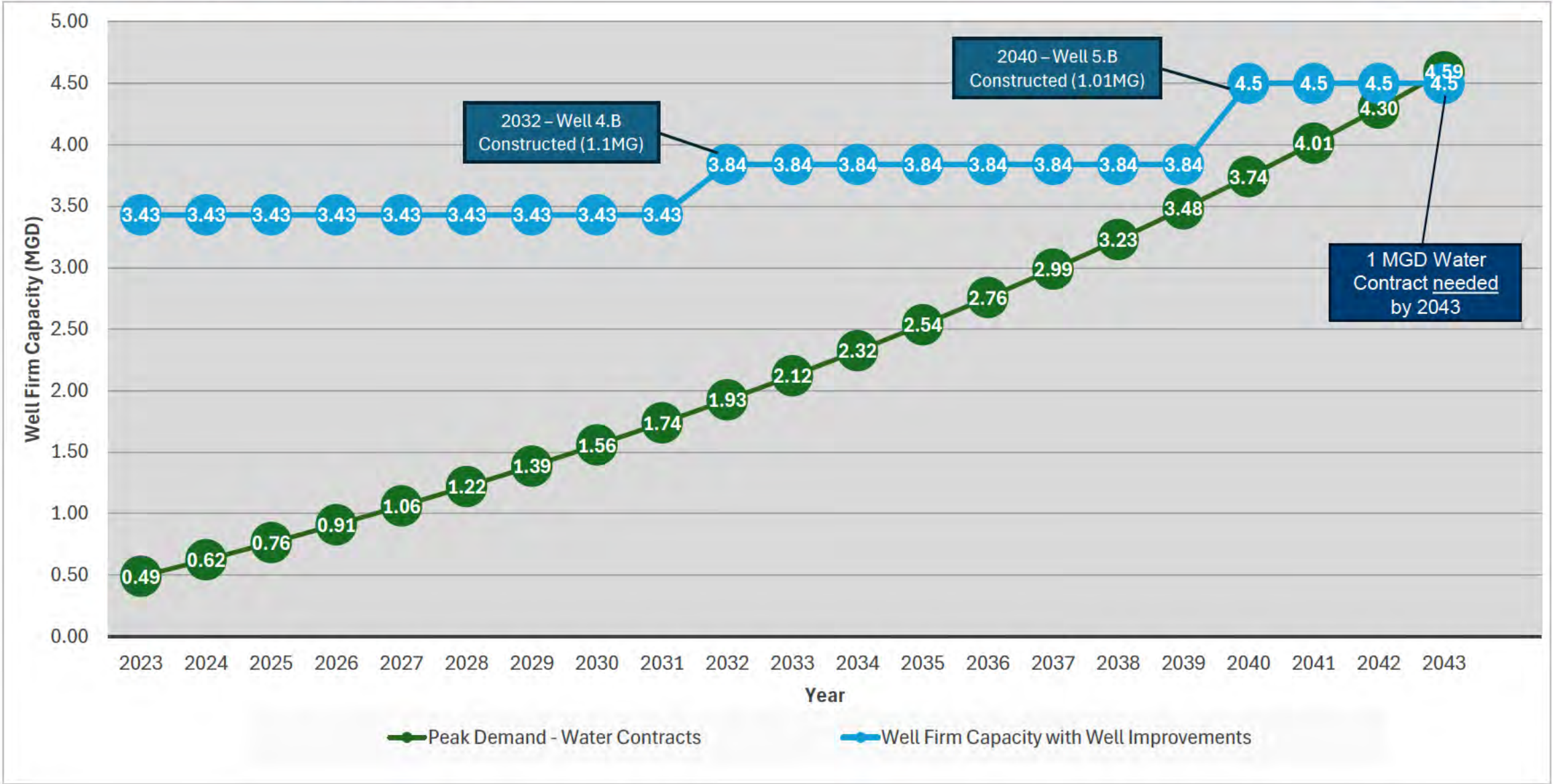
TCEQ's Well Capacity Requirements



Rules from 290.45(b)(1)(D) for systems with over 250 connections

- Two or more wells having a total capacity of 0.6 per connection
- Where an interconnection is provided with another acceptable water system capable of supplying at least 0.35 gpm for each connection in the combined system under emergency conditions
 - An additional well will not be required as long as the 0.6 per connection requirement is met for each system on an individual basis
- Recommended that the City ask for additional ACR variances for both requirements
 - Without City will experience excessive water supply vs projected demands.
 - After recommended well improvements, a 3 MGD water contract would be needed to meet both TCEQ requirements.
 - Would increase total capacity of water supply to be 5 MGD greater than project demand by 2043.
 - Instead, City is recommended to meet projected demands with firm capacity of the City's water supply.

Recommended Firm Well Capacity Improvements throughout Planning Horizons



Cost Breakdown - Summary

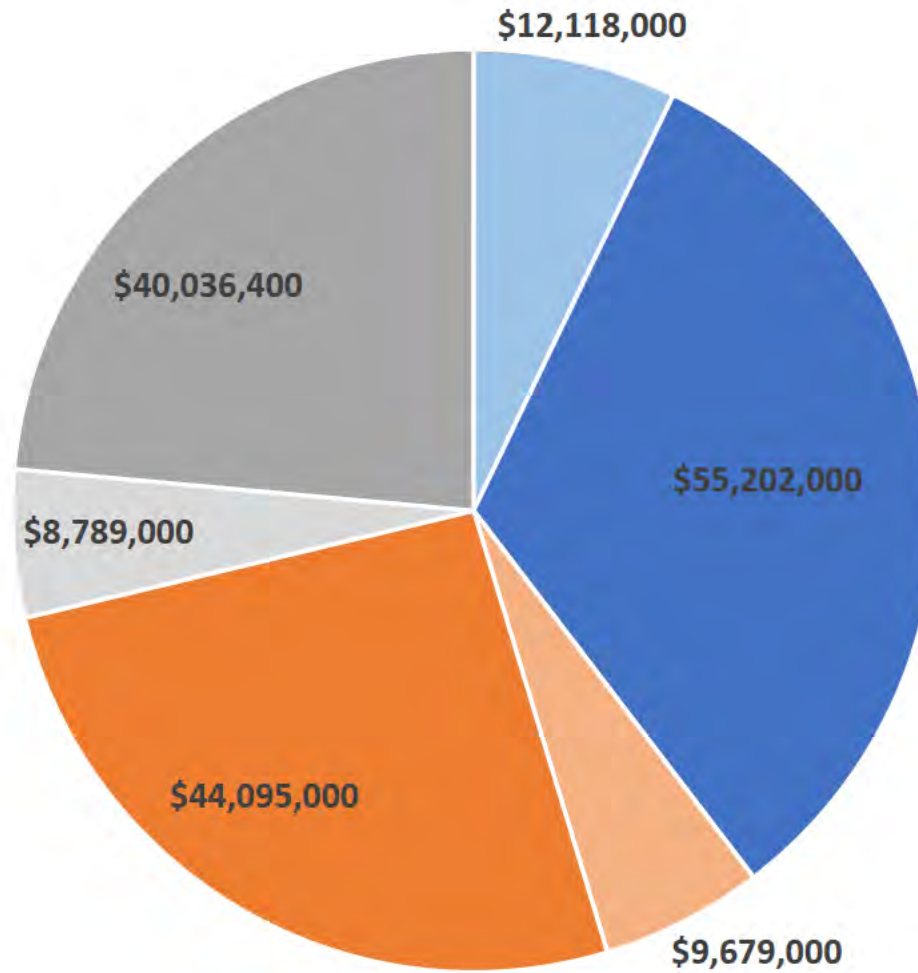
Planning Horizon	Water CIP Estimated Cost ^{1,2,3}	Wastewater CIP Estimated Cost ^{1,2,3}	W/WW Facility CIP Estimated Cost ^{1,2,3}	Total Cost ^{1,2,3}
2028	\$10,977,000	\$32,384,000	\$2,657,000	\$46,018,000
2033	\$19,786,000	\$17,380,000	\$23,612,400	\$60,778,400
2043	\$37,557,000	\$4,010,000	\$22,556,000	\$63,123,000
Total	\$67,320,000	\$53,774,000	\$48,825,400	\$169,919,400

¹All cost provided are in 2024 dollars.

²20% contingency applied to construction cost estimate

³Cost have an assumed Admin/Engineering/Survey cost of 18% of estimated construction cost and contingency

Cost Breakdown – Engineering vs Construction

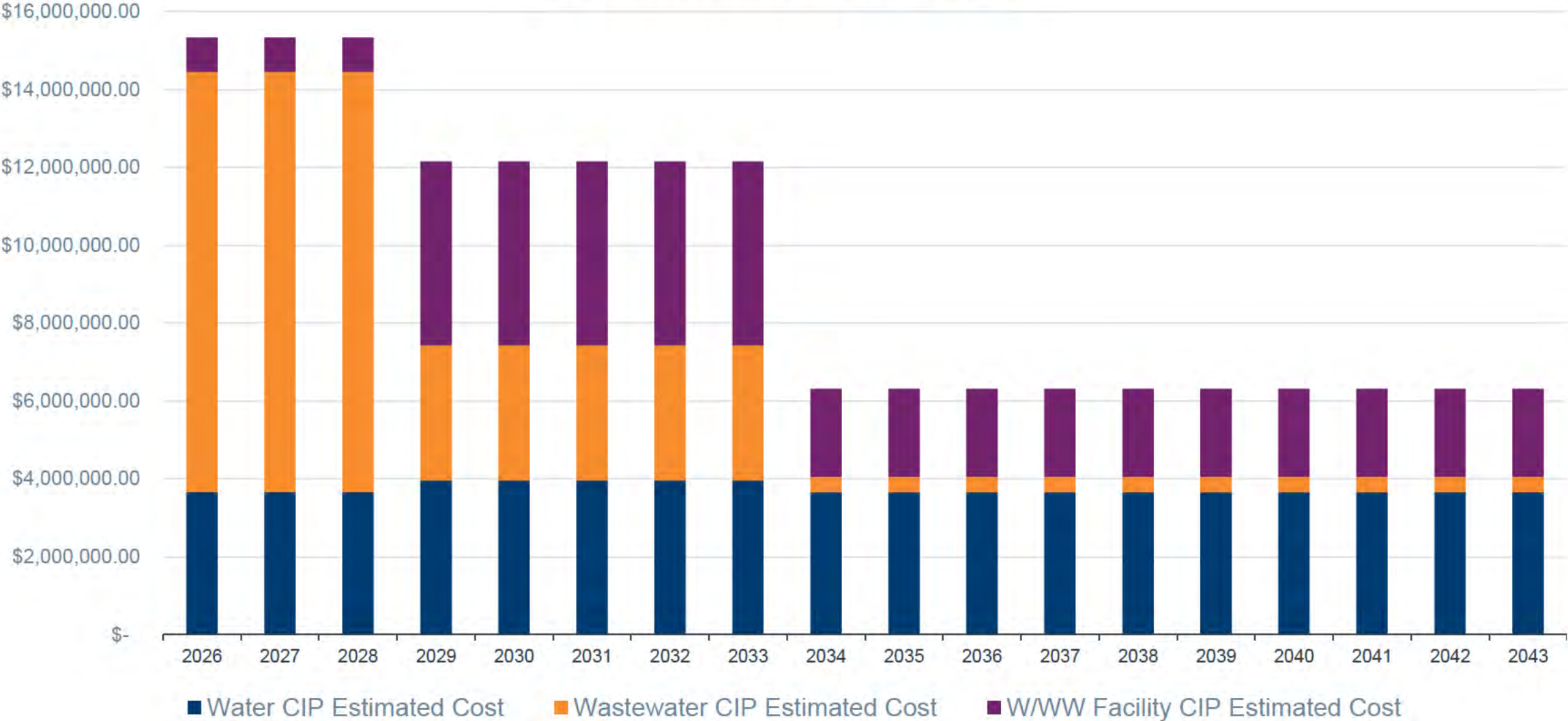


- Water - Engineering
- Water - Construction
- Wastewater - Engineering
- Wastewater - Construction
- Facilities - Engineering
- Facilities- Construction

Cost Breakdown – Cost over 20-year study period



Capital Improvement Plan Estimated Cost



Thanks!

Please contact us if we can assist you in any way!



Call Us:

William Wachel

W:512.201.1207

C:713.498.8488



Email Us:

WWachel@TRCcompanies.com



Visit Us:

TRCcompanies.com

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: October 3, 2024

AGENDA ITEM CAPTION: Discussion and/or action regarding consideration of hangar lease extension renewal with Mr. Phillip Cline and new rates for the hangar structure located at the Lockhart Municipal Airport, and appointing the Mayor to sign the agreement if approved.

ORIGINATING DEPARTMENT AND CONTACT: Public Works - Sean Kelley

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: The permanent hangar structure located at 205 Airport Drive was originally constructed as part of a 25-year ground lease by Ted Jones in 1994. The ground lease was set to expire on September 16, 2019. Prior to the expiration in 2018, there was the desire by the lease to transfer the ground lease to Phillip Cline, along with extending the lease for another 5 years until September 16, 2024. At the time of the original lease expiration, the structure became the property of the City of Lockhart. Leases for this property have now been converted to a hangar structure lease, previously a ground lease.

The airport was receiving \$1,989.06 for the hangar annually. These funds are used to fund projects at the airport and contribute to the maintenance costs of the airport. Under the new extension of the lease, the tenant will pay \$3.00 per square for the hangar, which is \$7,440.00 annually. A payment of \$620.00 will be due at the first of each month. The new square foot rate is similar to the other hangar rates located at the Lockhart Airport and comparable to hangars found at other municipal airports.

Mr. Cline has been involved at the Lockhart Municipal Airport for many years. The hangar known as the "Plane Talk" Hangar has accomplished building many project planes, including a new ultra-light plane project that is currently under construction.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

City of Lockhart, Texas

Council Agenda Item Cover Sheet

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends approval of the Extension of Lease as presented.

LIST OF SUPPORTING DOCUMENTS: Second Lease Extension Phillip Cline Final with Exhibits, .

SECOND LEASE EXTENSION

THIS AGREEMENT is made by and between Phillip Cline, an individual, herein referred to as the Lessee, and the City of Lockhart (“City”), a Texas Municipal Corporation, herein referred to as the Lessor.

1. On April 13, 2018, Phillip Cline assumed and became the Lessee of a real property lease (the “Lease”) that was executed on or about September 16, 1994 by and between the City as Lessor and Ted Jones as Lessee, under which the Leased Premises described therein was leased for twenty-five (25) years, ending on September 16, 2019. A copy of the Lease is attached as **Exhibit A**, and incorporated herein for all purposes. Such assumption was subject to approval by the City, which was given on September 18, 2018.

2. On September 19, 2018, Lessee and the City agreed to extend the Lease through September 16, 2024, subject to certain additions to the Lease (the “First Lease Extension”). A copy of the First Lease Extension is attached as **Exhibit B**, and incorporated herein for all purposes.

3. Lessee wishes to extend the lease for an additional five (5) years. The City and Lessee agree to such extension with the following additions to the Lease:

a) The Lease shall begin on October 1, 2024, and end on October 1, 2029.

b) Lessee is responsible for all utility payments and maintenance of the Leased Premises.

c) Lessee shall immediately purchase, at his sole expense, and maintain an insurance policy for the value of the structure on the Leased Premises, naming the City as an additional insured, for the life of this Second Lease Extension, and will provide a copy of the insurance policy to the City within ten (10) days of the date of execution of this Second Lease Extension. If Lessee fails to provide the required proof of insurance to the City within this time period, this Second Lease Extension shall be considered immediately terminated by the parties.

d) The Leased Premises shall comprise a building covering 2,480 square feet, which is more particularly described in **Exhibit C**, and incorporated herein for all purposes.

e) For the term of the Lease extension, Lessee agrees to pay rent to the City for the Leased Premises as follows:

- On or before the first of each month: \$620.00.

4. The Lockhart City Council finds that this extension of the Lease serves a public purpose by providing for productive use of the Leased Premises that benefits the community.

5. Lessee agrees to fulfill all the terms and covenants of the Lease and this renewal, including making all payments due to or payable on behalf of the City when due and payable.

(SIGNATURES ON NEXT PAGE)

Lessee:

Phillip Cline
Phillip Cline

09/26/2024
Date

STATE OF TEXAS §

COUNTY OF CALDWELL §

BEFORE ME, the undersigned authority, on this day personally appeared **Phillip Cline**, 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 and as the act and deed of said corporation.

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

Notary Public

City of Lockhart, Texas:

Lew White
Mayor

Attest:

Julie Bowerman
City Secretary

EXHIBIT A – LEASE

Ted Jones / final
Signed copy

Exhibit B

GROUND LEASE AGREEMENT

This Ground Lease Agreement made and entered into this the 16th day of September, 1994, by and between the **CITY OF LOCKHART, TEXAS**, a Municipal Corporation existing by and under the authority of the laws of the State of Texas, hereinafter referred to as "Lessor", and **TED JONES**, hereinafter referred to as "Lessee".

WITNESSETH:

WHEREAS, Lessor owns and operates, in the City of Lockhart, an Airport, and said Lessor is desirous of leasing to Lessee certain property hereinafter more fully described and located on said airport; and

WHEREAS, Lessee has indicated a willingness and ability to properly construct, keep, maintain and improve said property with standards approve by Lessor, and desires to lease said property from the City of Lockhart, Texas;

NOW THEREFORE, for and in consideration of the rents, covenants, and agreements herein contained, Lessor does hereby lease, demise, grant and let to Lessee, and Lessee does hereby hire, take and lease from Lessor, the following premises, rights and easements on and Airport property upon the following terms and conditions, to-wit:

ARTICLE ONE

Leased Premises

Lessor does hereby grant, demise and lease unto Lessee the following described tract of land at said Airport with respect to which Lessee is to have for the term of this lease the use of said tract described as follows:

See Exhibit "A" attached hereto and incorporated for all purposes by reference.

ARTICLE TWO

Buildings and Improvements

Lessee shall have the right to erect one (1) hangar upon the leased premises.

Lessee agrees to maintain in good condition, order and repair the structure and other improvements upon the demised premises.

Lessee agrees and understands the plans and specifications for any and all proposed improvements to the leasehold property shall receive the prior written approval of the Lessor, and shall conform to the City of Lockhart Airport Master Plan or as mutually agreed upon and with approval of Lessor, as well as meet all City of Lockhart Code requirements.

Lessor, acting through its building inspector and other inspectors shall have free access to the property covered hereby and to the improvements thereon for the purposes of determining that any construction conforms to the plans and specifications approved by Lessor, and to determine if the

building or the improvements are being maintained in accordance with the requirements of this Lease Agreement. It shall be Lessee's responsibility to take such actions as are necessary to insure that the construction of the hangar and any later required maintenance work is conducted without interference with other Lessees, the FAA, or any aviation activities which are the principal purpose of the airport. Any activity which interferes with or endangers aviation activity will be immediately discontinued when so mandated by the Lessor or the F.A.A.

ARTICLE THREE

Term of Lease

The term of this Lease shall be for a period of twenty-five (25) years, commencing on the date above first written, unless sooner terminated as hereinafter provided. This Lease shall be subject to review by the appropriate State Agency and the Federal Aviation Administration, as required, and acceptance by Lessor and Lessee of the terms of this Lease Agreement shall be provisional until such time as all appropriate agencies have approved this Agreement.

ARTICLE FOUR

Use of Property

Lessee agrees and understands that this Lease Agreement shall be for the limited purposes of the construction and use of a private hangar facility for placement of one or more general aviation aircraft. Lessee covenants and agrees that any hangar so constructed shall not be used for the

purpose of renting to the general public or other parties not subject to this Lease. It is intended by the parties and agreed to by Lessee that this Lease is for the limited purpose of the construction of a hangar for the placement of aircraft owned by Lessee or his invitees. So long as Lessee remains as the primary occupant of the hangar, the City will not object to allowing an invitee experimental aircraft owner to share space for purposes of building or storing any experimental aircraft or parts thereof and in Lessee charging a reasonable lease fee for that service, so long as that arrangement does not devolve into a sub-lease of the entire premises.

ARTICLE FIVE

Rental Charges

Lessee agrees to pay an annual rental for the use of the premises, rights and easements herein provided for as follows:

(a) **Ground Rent**

(1) Ground rent to be paid annually in the amount of \$0.03 per square foot per year on each square foot of land on the tract of land described in Exhibit "A" herein for a total annual rental of \$87.75, the first payment of which shall be due and payable contemporaneously with the signing of this Lease.

(2) The ground rent on the tract leased shall be subject to Article V, Section (b), "Adjustments to Rent."

(3) Should any governmental agency require for any reason any portion of the tract held by Lessee under this Lease, Lessee shall be entitled to reimbursement for the sums paid to Lessor for the area of property actually utilized by the governmental agency. Nothing herein shall entitle Lessee to reimbursement for any amount greater than the sum actually paid to Lessor on the property actually utilized by the governmental agency.

(b) Adjustments to Rent

As promptly as practicable after the end of the 5th year after the beginning date of this Lease and each 5th year thereafter, Lessor shall compute the percentage of change (increase or decrease), if any, in the cost of living during the time period between the beginning date of this Lease Agreement and the date of the 5th year anniversary and each 5th year anniversary thereafter during the term of this Lease, based upon the changes in the Consumer Price Index for Urban wage Earners and Clerical Workers - U.S. Average (1967=100) (hereinafter called "Consumer Price Index"), as determined by the United States Department of Labor, Bureau of Labor Statistics for "All Items". It is agreed that the Consumer Price Index Number at the commencement date of this lease is August 1, 1994 (herein called "Base Index Number"). If the Consumer Price Index Number for the month in which any such anniversary of the beginning date shall occur (each such number being herein called an "Anniversary Index Number") is higher or lower than the Base Index Number, then

such Anniversary Index Number shall be divided by the Base Index Number and from the quotient thereof shall be subtracted the integer one (1). The resulting number, multiplied by one hundred, shall be deemed to be the percentage of increase or decrease in the cost of living. Such percentage of change shall be multiplied by the Basic Rental, and the product thereof shall be added to, or subtracted from, the Basic Rental to determine the annual rental payable for the next five year period, commencing on the immediately preceding anniversary of the beginning date (such amount being herein sometimes called "Adjusted Basic Rental"). Such Adjusted Basic Rental shall be calculated in the above manner during the 5th year anniversary and each 5th year thereafter of the Lease Term. Lessor shall, within a reasonable time after obtaining the appropriate data necessary for computing any change in the annual rent, give Lessee notice of any change so determined. Lessee shall notify Lessor of any claimed error therein within thirty (30) days after receipt of such notice. If publication of the Consumer Price Index shall be discontinued, the parties hereto shall thereafter accept comparable statistics on the cost of living for the City of San Antonio, Texas, as they shall be computed and published by an agency of the United States, or by a responsible financial periodical of recognized authority, then to be selected by the parties hereto. As an example, only, of the foregoing adjustment:

- a. Assume Basic Rental is per acre \$100.00 per year,

- b. Assume Basic Index Number is 200,
- c. Assume Anniversary Index Number on the anniversary date of the commencement date is 300,
- then based upon the foregoing, the Annual Basic Rental shall be:

Anniversary Index Number 300 divided by Base Index Number 200 =
 $1.5 - 1 = .5 \times 100 = 50 = 50\%$
 $50\% \times 100 = 50.00$
 $50.00 + 100.00 = 150.00$ Adjusted Basic Rental.

All payments are to be made to the Office of the City Manager at P. O. Box 239, Lockhart, Texas 78644.

In the event of Lessee's failure to pay any installment of rental when due or any other fee when due, Lessor may declare the lease terminated, or may declare all unmatured rental due, and further will be entitled to judgment for court costs, reasonable attorneys' fees and interest on its unpaid rental and fees at the rate of TEN (10%) PERCENT per annum.

c. Late payments on rent. All rental payments shall be due on the anniversary date, of the year beginning the lease payment period. Payments not received by the 10th shall be deemed late, and there will be an automatic ten percent (10%) penalty assessed and collected by Lessor from Lessee in that event.

ARTICLE SIX

Insurance

Lessee shall maintain, at his own cost and expense fire insurance in an amount adequate to cover eighty percent (80%) of the cost of replacement of all fixtures in the demised premises in the event of fire, extended coverage, vandalism or malicious mischief and special extended coverage. Lessee agrees to carry Lessor as an additional insured party, and such insurance policy shall contain the endorsement that such insurance may not be cancelled or amended with respect to Lessor, without thirty (30) days written notice by registered mail, to Lessor, by the insurance company; and that Lessee shall be solely responsible for the payment of premiums; and that Lessor shall not be required to pay any premiums for insurance; and in the event of payment of any loss covered by such policy, Lessor shall be paid first by the insurance company for its loss, and Lessee waives the right of subrogation against Lessor for any reason whatsoever. Any insurance policy herein required or procured by Lessee shall contain an express waiver of any right of subrogation by the insurance company against Lessor. The original policy of all such insurance shall be delivered by Lessee to Lessor, within ten (10) days of the inception of such policy by the insurance company. The minimum limits of any insurance coverage required herein shall not limit Lessee's liability under the following paragraph.

If the leased premises or any structures or improvements on the leased premises should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

If the leased premises should be totally destroyed by fire, tornado, or other casualty not the fault of Lessee or any person in or about the leased premises with the express or implied consent of Lessee, or if it should be so damaged by such a cause that rebuilding or repairs cannot be reasonably be completed within sixty (60) working days, this Lease shall terminate, and rent shall be abated for the unexpired portion of this Lease, effective as of the date of written notification provided for hereinabove.

If the leased premises should be damaged by fire, tornado, or other casualty not the fault of Lessee or any person in or about the leased premises with the express or implied consent of Lessee, but not to such an extent that rebuilding or repairs cannot reasonably be completed within one hundred twenty (120) working days, this lease shall not terminate, and it shall be the responsibility of Lessee to rebuild or repair said damage at Lessee's expense.

Monies received from insurance proceeds due to damage proceeds will be applied toward rebuilding improvements upon the premises. If the improvements cannot be rebuilt as above specified insurance proceeds shall be split between Lessee

and Lessor upon a pro rata basis mutually agreed upon by the parties.

Lessee shall, at its own expense, require contractor liability insurance during the construction of all structures on the leased premises.

ARTICLE SEVEN

Non-Assignment

Lessee shall not, at any time during the term of this lease, or in any manner, either directly or indirectly, assign, sublease, hypothecate, or transfer this agreement or any interest therein without prior written consent of the Lessor. Lessor shall not unreasonably withhold consent under this provision.

Should a lending institution require first lien on Lessee's leasehold interest and require collateral assignment of said lease to the financial institution, Lessor agrees that this will not violative of the Lease Agreement. Any assignment, hypothecation, or pledge shall not be effective without the prior written consent of the City of Lockhart and such consent shall not be unreasonably withheld. Prior to such assignment, sublease, hypothecation or pledge of this lease as provided for in this paragraph, Lessee shall provide Lessor's City Manager with a copy of said assignment, sublease, hypothecation or pledge and of any and all agreements collateral thereto. In the event that the City of Lockhart approves the proposed assignment, sublease, hypothecation or pledge a copy thereof shall be

filed with the City Secretary of the City of Lockhart. It is specifically understood and agreed by the parties that any assignment of this lease or hypothecation thereof shall not create any type of lien upon the realty or create any further obligation upon Lessor as a result of such assignment or hypothecation thereof.

ARTICLE EIGHT

Indemnity

(a) Lessee shall indemnify Lessor and save it harmless from suits, actions, damages, liability, and legal defense expense in connection with the loss of life, bodily or personal injury or property damage arising from or out of any occurrence in or upon the demised premises, or occasioned wholly or in part by any act or omission of Lessee, his agents, contractors, employees, servants, invitees or licensees, in their use of the demised premises, the runways and taxiways, and any other area within the City of Lockhart Airport; and

(b) Lessee shall not be responsible or liable at any time for any loss or damage to Lessee's equipment, fixtures, machinery, airplane or airplane parts or any other personal property of Lessee; and

(c) Lessor shall not be responsible or liable to Lessee or to those claiming by, through or under Lessee, for any loss or damage to either the person or property of Lessee that may be occasioned by or through the acts or

omissions of persons occupying adjacent, connecting or adjoining premises; and

(d) Lessor shall not be responsible or liable for any defect, latent or otherwise, on any building in the airport area, or of any of the equipment, machinery, utilities, appliances or apparatus therein or thereupon, nor shall it be responsible or liable for any injury, loss or damage to any person or to any property of Lessee, or any other person caused by or resulting from any bursting, breakage, or by or from leakage, steam, snow or ice, running, backing up, seepage or the overflow of water or sewage in any part of said premises, or for any injury or damage caused by or resulting from any defects or negligence in the occupancy, construction, operation or use of any said buildings, equipment, machinery, utilities, appliances or apparatus by any person or by or from the acts of negligence of any occupant of the premises; and,

(e) Lessee shall give prompt notice to Lessor in case of fire or accidents in the demised premises.

ARTICLE EIGHT

General Construction Standards

In addition to all code requirements of the City of Lockhart and any other legal entity or sub-entity, the following shall be the minimum construction standards for the construction of the hangar to be placed on property listed in Exhibit "A" and incorporated by reference:

(1) Hangar shall be of all metal materials to include all supports and exterior siding.

(2) Exterior metal siding shall be of minimum 29 gauge white painted and finished.

(3) All construction shall be on pier and beam with footings appropriate to support the structure. Interior flooring of the hangar so constructed shall be of a slab of sufficient depth (minimum of five inches thick) with steel and wire support to adequately hold the weight of an aircraft.

(4) All utilities, to include electrical service shall be brought underground to the structure at the sole expense of Lessee. The City of Lockhart hereby grants an easement for that purpose to Lessee.

(5) Foundation shall be with concrete footings under all uprights or columns.

(6) Hangar shall be of a gable style of a design approved by the City.

ARTICLE NINE

General Rights and Duties of Parties

The parties hereto for themselves, their legal representatives, successors and assigns, further covenant and agree as follows:

(a) Lessee agrees to observe and obey during the term of this Lease, all laws, ordinances, rules and regulations promulgated and enforced by Lessor, and by any

other property authority having jurisdiction over the conduct of operations at the airport.

(b) So long as Lessee comports himself in a fair, reasonable and workmanlike manner, Lessee shall peaceably have and enjoy the leased premises, and all the rights and privileges herein granted.

(c) With regard to permanent improvements either in place or to be placed upon the premises by Lessee, Lessee hereby agrees to the following provisions:

(i) Permanent improvements placed upon the premises by Lessee during the term of this lease shall revert to Lessor on termination of this Lease.

(ii) Lessee shall provide proof of timely payment on all notes on improvements at a minimum of once annually by providing all appropriate documents to the City Manager of the City of Lockhart.

(iii) All loans upon permanent improvements placed upon the premises by Lessee shall be paid in their entirety and any liens placed upon improvements as a result of those construction loans shall be released no later than five (5) years prior to the termination of this lease agreement.

(iv) No equity or other type of loan which results in additional lien or liens on existing improvements shall be allowed without the expressed written consent of Lessor.

(d) Lessee agrees that no signs or advertising matter may be erected without the consent of Lessor.

(e) Lessor hereby designates the City Manager, City of Lockhart at its official representative with the full power to represent Lessor in all dealings with Lessee in connection with the premises herein leased. Lessor may designate by notice in writing, addressed to Lessee, other representatives from time to time and such notice shall have the same effect as if included in the terms of this agreement.

(f) Notice to Lessor as herein provided shall be sufficient if sent by registered mail, postage prepaid, to the City Manager, of the City of Lockhart, at 308 West San Antonio Street, Lockhart, Texas, and notice to Lessee in the same manner, shall likewise be sufficient if addressed to Lessee at P. O. Box 91752, Austin, Texas 78709, or such other addresses as may be designated by Lessor or Lessee in writing from time to time.

(g) Lessee shall keep the premises, as described hereinabove, clean and all grass areas within the leased premises properly mowed. He shall dispose of all debris and other waste matter which may accumulate on the leased premises at Lessee's expense, and shall provide metal containers with proper covers for waste within the building to be erected on said premises. Should Lessee fail to mow grassy areas, or dispose of waste, trash or junked vehicles, Lessor shall have the right to do so, and Lessee shall be

billed for this work. Lessee shall forthwith remit payment to Lessor, should this occur.

(h) Lessee shall pay all taxes and assessments against the buildings placed on the premises by the Lessee during the term of this agreement.

(i) Lessee hereby grants a lien to the Lessor upon all property belonging to Lessee in and on the premises as a possessory pledge to secure the timely performance by Lessee of all of its obligations hereunder, including the proper payment of rent. In the event of default by Lessee, Lessor is and shall be empowered and authorized to seize and hold all of the personal property belonging to Lessee on the premises to secure such performance, to sell same at public or private sale and to apply the proceeds thereof first to pay the expenses of the sale, and to pay all amounts due Lessor hereunder, holding the balance remaining, if any, subject to Lessee's order. A copy of this agreement shall be the only warrant necessary. Lessee hereby waives any and all exemptions of such property either now or to be later located upon the leased premises.

(j) Lessee agrees and covenants that in the event that any proceedings in bankruptcy or in solvency shall be instituted against Lessee, whether voluntary or involuntary, Lessor may, at its option, declare this lease forfeited and terminated, and upon such declaration Lessee agrees to give and deliver immediate possession of the premises to Lessor.

(k) Lessee shall have the right of ingress to and egress from the demised premises, which right shall extend to Lessee's passengers, guests and invitees.

(l) Lessor reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of the Lessee, and without interference or hindrance.

ARTICLE TEN

Abatement Due To Airport Closure

During any period when the Airport shall be closed by any lawful authority restricting the use of the Airport in such a manner as to interfere with the use of same by Lessee for its business operations, the rent shall abate and the period of such closure shall be added to the term of this lease so as to extend and postpone the expiration thereof.

ARTICLE ELEVEN

Police Protection

Lessor does not guarantee police protection to Lessee and his property, and Lessor shall not be responsible for injury or harm to any person or for any property belonging to Lessee, his officers, agents, servants, employees, contractors, licensees or invitees which may be stolen, destroyed or in anyway damaged, and Lessee hereby indemnifies and holds harmless Lessor, its officers, agents, servants, and employees from and against any and all such claims.

ARTICLE TWELVE

Right of Entry By Lessor

Lessor reserves the right to enter and view the premises at any and all times for the purposes of making any inspection it may deem expedient to the property enforcement of any of the covenants or conditions of this agreement.

ARTICLE THIRTEEN

Aerial Approaches

Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstructions, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on the leased property which, in the opinion of Lessor, would limit the usefulness of the airport or constitute a hazard to air navigation.

ARTICLE FOURTEEN

National Emergency

During time of war or national emergency, Lessor shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use; and, if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.

ARTICLE FIFTEEN

Lease Subordinate

This lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the State of Texas and/or the United States, relative to the operation or maintenance of the airport, the execution of which has been, or may be required, as a condition precedent to the expenditure of Federal funds for the development of the Airport.

ARTICLE SIXTEEN

General Provisions

(a) This Agreement embraces the entire agreement between the parties hereto and no statement, remark, agreement, or understanding, oral or written, not contained herein shall be recognized or enforced. This Agreement may be modified only by written addendum hereto signed by all of the parties.

(b) This Agreement shall be binding upon the successors, heirs, assigns, and legal representatives of the Lessor and Lessee.

(c) For the purpose of this Agreement, the singular number shall include the plural, and masculine shall include the feminine and vice versa, whenever the context so admits.

(d) The captions and headings in this Agreement are inserted solely for convenience of references, and are not a part of nor intended to govern, limit and/or aid in the construction of any provision hereof.

(e) Each of the parties heretofore been represented by the attorneys of their choice in the negotiation and drafting of this Agreement, and the same shall not be construed in favor of either party.

(f) This Contract shall be governed by the laws of the State of Texas and construed thereunder, and is performable in Caldwell County, Texas.

(g) If any section, paragraph, sentence or phrase hereof is held to be illegal or unenforceable by a Court of competent jurisdiction, such illegality or unenforceability shall not affect the remainder of this Contract.

(h) Lessee shall pay or cause to be paid all charges for water, heat, gas, electricity, sewer, commercial refuse pickup, and any and all other utilities used on the leased premises throughout the terms of this Lease, including any connection fees.

(i) The Lessee and its successor and assigns will complete a Federal Aviation Administration (FAA) Form 7460-1, "Notice of Proposed Construction of Alteration", and receive a favorable determination from FAA prior to any construction on the property, if deemed necessary by the FAA.

(j) The following events shall be deemed to be events of default by Lessee under this lease:

- (1) Lessee fails to pay any installment of rent under this lease and the failure continues for a period of thirty (30) days.

- (2) Lessee fails to comply with any term, provision, or covenant of this lease, other than payment of rent, and does not cure the failure within thirty (30) days after written notice of the failure to Lessee.
- (3) Lessee makes an assignment for the benefit of creditors.
- (4) Lessee deserts any substantial portion of the premises for a period of ninety (90) or more days.
- (5) The abandonment of the leased premises or discontinuance of Lessee's business operations. Should this occur, Lessor shall not be responsible for the custodial protection of merchandise, fixtures or equipment abandoned, even though it is necessary for Lessor to remove the same from the leased premises for storage or disposal.

Upon default by Lessee of any terms hereunder, Lessee shall surrender the premises upon demand by Lessor without notice, protest, or recourse.

(k) It is understood and agreed that by execution of this lease, the City of Lockhart does not waive or surrender its governmental powers.

ARTICLE SEVENTEEN

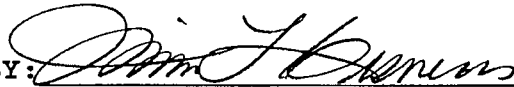
Reverter Clause

In the event that Lessee fails to complete construction upon the hangar facility within one hundred eighty (180) days from the date of the signing of this Lease Agreement, this Lease shall become nullity and of no force and effect. All property described in Exhibit "A" attached hereto shall be deemed to be automatically reverted to the City of Lockhart and Lessee shall have no right under this Lease Agreement to enter on to or remain upon the leased premises.

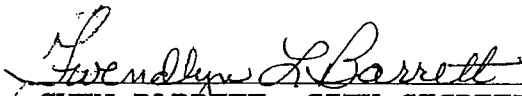
IN WITNESS WHEREOF, the parties have hereunto set their hands and signatures the day and year first above written.

LESSOR:

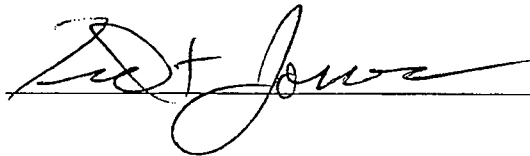
CITY OF LOCKHART

BY: 
M. LOUIS CISNEROS, MAYOR

ATTEST:


GWEN BARRETT, CITY SECRETARY

LESSEE:

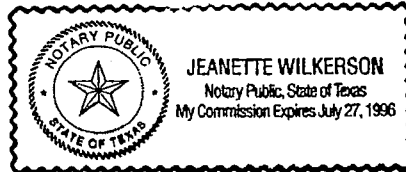


THE STATE OF TEXAS *
*
COUNTY OF CALDWELL *

BEFORE ME, the undersigned authority, on this day personally appeared M. LOUIS CISNEROS, Mayor of the City of Lockhart, Texas, a Municipal Corporation, 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 and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 19 day of September, 1994.


NOTARY PUBLIC - STATE OF TEXAS



THE STATE OF TEXAS *
*
COUNTY OF CALDWELL *

BEFORE ME, the undersigned authority, on this day personally appeared TED JONES, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the
16th day of September, 1994.



Carol Jene Watts
NOTARY PUBLIC - STATE OF TEXAS

Claude Hinkle Surveyors

All of a certain tract or parcel of land situated in the City of Lockhart, Caldwell County, Texas and being a part of the Esther Berry Survey and being also a part of a tract of land called 248 acres and conveyed to the City of Lockhart by deed recorded in Volume 223 Page 3 of the Deed Records of Caldwell County, Texas and being more particularly described as follows:

BEGINNING at an iron pin set for the NE corner this tract and from which iron pin the SE corner of a 5.00 acre tract of land conveyed to Lockhart Airport Development Inc. by deed recorded in Volume 492 Page 540 of the said Deed Records bears N 38 degrees 45 minutes 19 seconds E 846.89 feet.

THENCE S 03 degrees 04 minutes 17 seconds W 45.00 feet to an iron pin set for the SE corner this tract.

THENCE N 86 degrees 55 minutes 43 seconds W 65.00 feet to an iron pin set for the SW corner this tract.

THENCE N 03 degrees 04 minutes 17 seconds E 45.00 feet to an iron pin set for the NW corner this tract.

THENCE S 86 degrees 55 minutes 43 seconds E 65.00 feet to the place of beginning containing 2925 square feet of land.

2

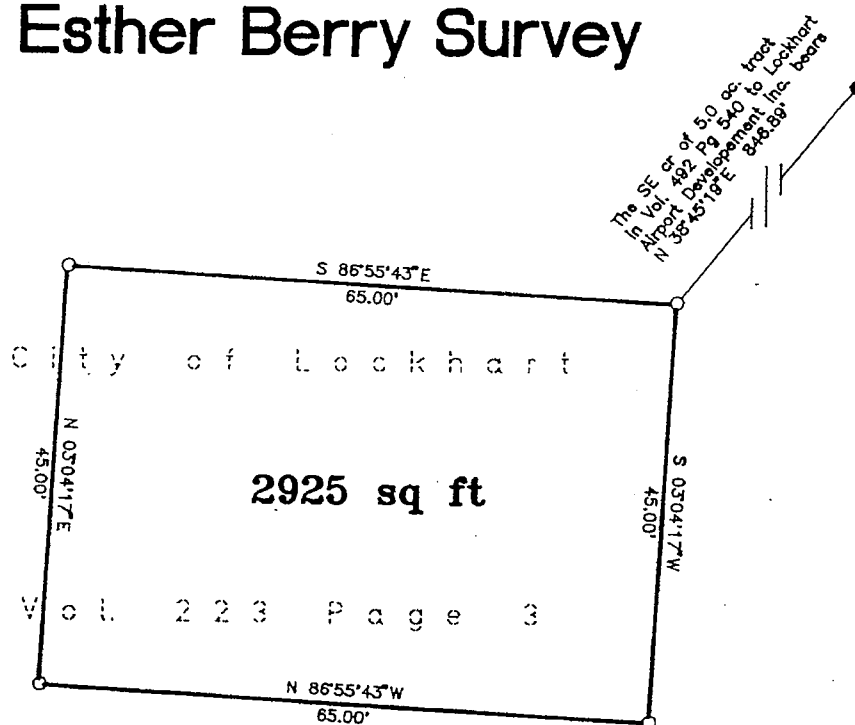
I hereby certify that the foregoing field notes are a true and correct description of a survey made on the ground by me on September 14, 1994. This survey is for use with this one transaction only. Only those prints containing the raised Surveyor's seal and an original "LIVE" signature should be considered official and relied upon by the user.



Claude Hinkle, R.P.L.S. #1612

Caldwell County, Texas

Esther Berry Survey



Lat: 29°51'06.4" N

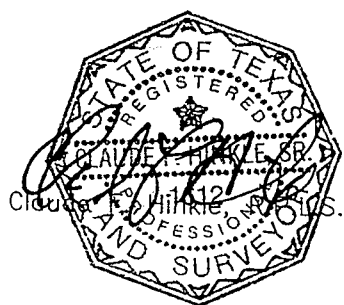
248 a.c.

Long: 97°40'11.2" W

SURVEY PLAT

Showing a 2925 sq ft tract of land out of the Esther Berry Survey in the City of Lockhart, Caldwell County, Texas. I hereby certify that the foregoing plat is a true and correct representation of a survey made on the ground by me on September 14, 1994. This survey is for use with this one transaction only. Only those prints containing the raised Surveyor's seal and an original "LIVE" signature should be considered official and relied upon by the user.

Scale 1"=20'



Claude Hinkle, Registered Professional Surveyor, No. 1612

Field Book: d.c.	Drawn By: JLW
Job No. 91494a	Drawing: 91494a.dwg
Date: September 14, 1994	Word Disk: Begin 90194
Surveyed By: JLW BMP CFH	Autocad Disk: Begin 90194


Claude Hinkle Surveyors

1409 South Main St.
P. O. Box 1027
Lockhart, Texas 78644

EXHIBIT "A-3"

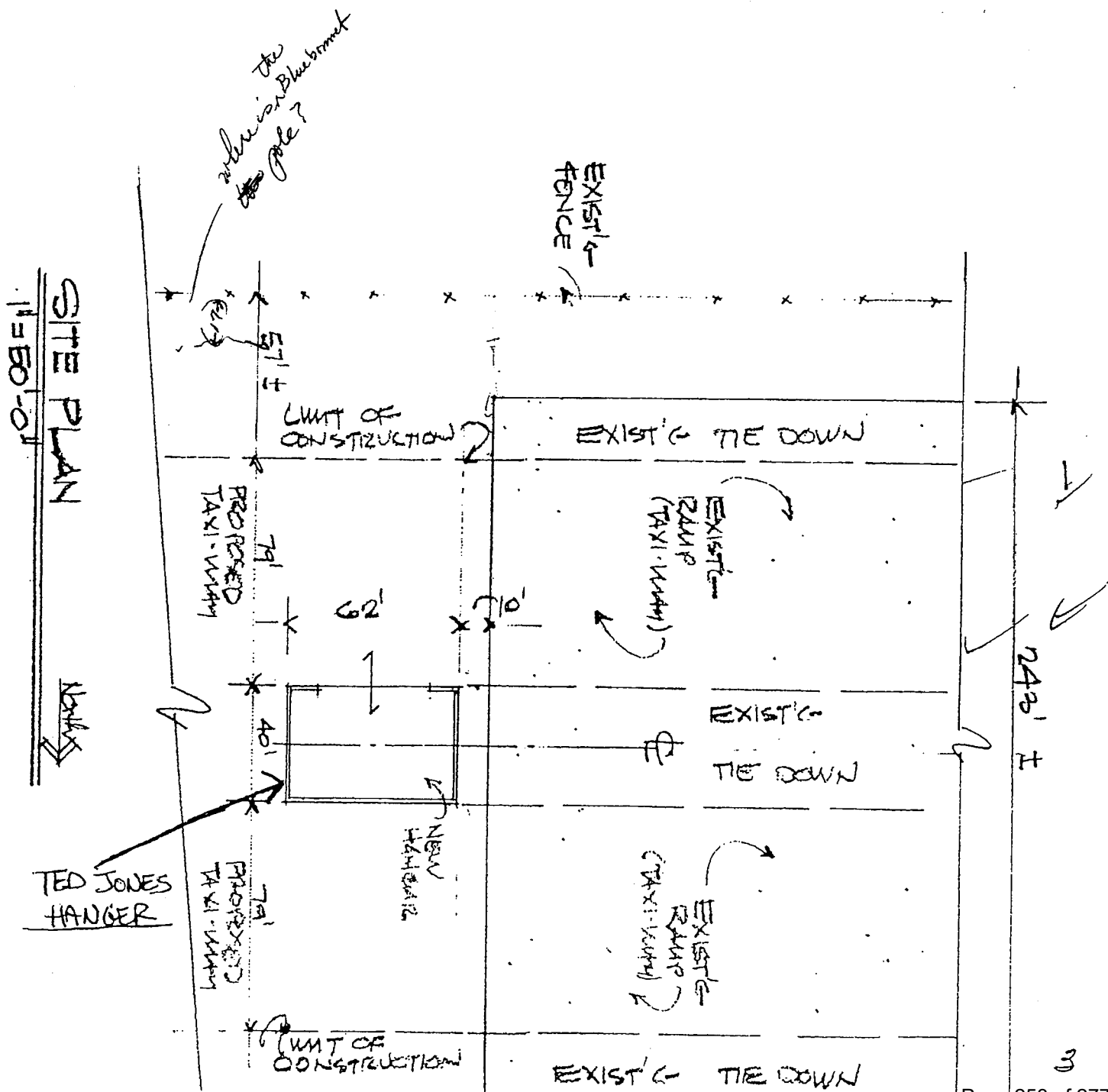
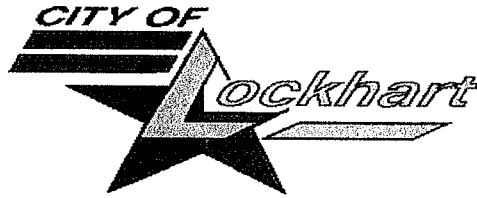


EXHIBIT B – FIRST LEASE EXTENSION



**ASSIGNMENT and RELEASE
of the September 16, 1994 Airport
Ground Lease City of Lockhart Airport**

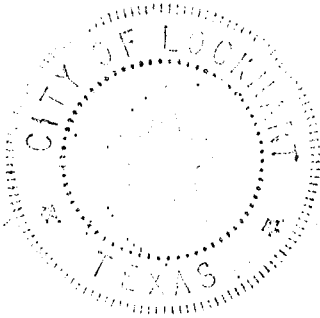
Date of this Addendum: September 11, 2018

History

On September 16, 1994, a ground lease (the "Lease") was entered into by and between the City of Lockhart, Texas (the "City") as Lessor, and Ted Jones as Lessee, regarding the real property located at the City of Lockhart Airport and further described in the Lease, attached hereto as **Exhibit A**. On April 13, 2018, Ted Jones transferred the building and assigned the Lease to Phillip Cline, as evidenced in **Exhibit B**, attached hereto, making Mr. Cline the Assignee under the Lease, subject to approval by the City.

NOW, THEREFORE, the parties agree as follows:

1. The Lessor, Ted Jones, and Phillip Cline enter into this Assignment and Release to provide for the assignment of the Lease to Phillip Cline. From and after the effective date hereof, Ted Jones is released from all obligations under the Lease.
2. Ted Jones consents to be released from the Lease.
3. Phillip Cline accepts the leased premises "as is and with all faults" and consents to assume and be bound by all of the terms of the Lease, and to the release of Ted Jones from the Lease. After the effective date hereof, Phillip Cline shall be bound to perform all of the Ted Jones' obligations under the Lease.
4. Phillip Cline acknowledges that the leased premises described in the Lease shall be used only for those purposes permitted by the Lease, and he further acknowledges that the term of the Lease ends on September 16, 2019, except as otherwise provided in the Lease.
5. This Assignment and Release must be approved in accordance with Article 7, page 10, and Article 16(a), page 19, of the Lease, at a regularly scheduled meeting of the Lockhart City Council, as evidenced by the attested signature of the Lockhart Mayor on this instrument.
6. This instrument is effective upon its execution by all parties hereto and shall be attached to and incorporated for all purposes in the Lease.



CITY OF LOCKHART (Lessor):

Lew White
Lew White, Mayor

ATTEST:

Connie Constanancio
Connie Constanancio, TRMC
City Secretary

APPROVED AS TO FORM:

Peter Gruning
Peter Gruning
City Attorney

Lessee:

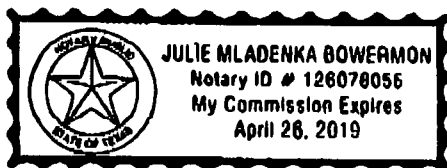
Ted Jones
Ted Jones
~~2101 S. Colorado Street~~
~~Lockhart, Texas 78644~~
214 W. RYAN
HEBER SPRING AB 72543
STATE OF TEXAS §
COUNTY OF CALDWELL §

Assignee:

Phillip Cline
Phillip Cline
3815 Old McMahan Road
Lockhart, Texas 78644

BEFORE ME, the undersigned authority, on this day personally appeared Lew White, Mayor of the City of Lockhart, Texas, a Municipal Corporation, 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 and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 18th day of SEPTEMBER, 2018.

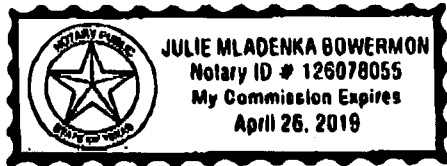


Julie Mladenka Bowermon
Notary Public

STATE OF TEXAS §
 COUNTY OF CALDWELL §

BEFORE ME, the undersigned authority, on this day personally appeared **Phillip Cline**, 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 and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 19th day of SEPTEMBER, 2018.



Julie Mladenka Bowermon
 Notary Public

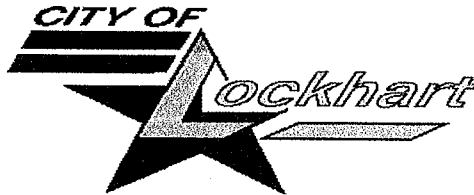
Arkansas
 STATE OF ~~TEXAS~~ §
 COUNTY OF ~~CALDWELL~~ §
Cleburne

BEFORE ME, the undersigned authority, on this day personally appeared **Ted Jones**, 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 and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 21st day of September, 2018.

Shanda K Willis
 Notary Public





EXTENSION OF LEASE AGREEMENT

THIS AGREEMENT is made by and between Phillip Cline, an individual, herein referred to as the Lessee, and the City of Lockhart (the City), a Texas Municipal Corporation, herein referred to as the Lessor.

1. On April 13, 2018, Phillip Cline assumed and became the Lessee of a real property lease (the Lease) that was executed on or about September 16, 1994 by and between the City as Lessor and Ted Jones as Lessee, under which the Leased Premises described therein was leased for twenty-five (25) years, ending on September 16, 2019. The Leased Premises includes the tract of land and the structure thereon. A copy of the Lease is attached as **Exhibit A**. Such assumption was subject to approval by the City, which was given on September 18, 2018.

2. Phillip Cline wishes to extend the Lease until 2024. The City and Phillip Cline agree to such extension with the following additions to the Lease:

a) The Lease shall begin on September 16, 2019 and end on September 16, 2024.

b) Phillip Cline is responsible for all utility payments and maintenance of the Leased Premises.

c) Phillip Cline immediately will purchase, at his sole expense, an insurance policy for the value of the structure on the Leased Premises, naming the City as an additional insured, and will provide a copy of the insurance policy to the City.

d) For the term of the Lease extension, Phillip Cline agrees to pay rent to the City for the Leased Premises as follows:

-- On or before September 16 of each year: 18 cents per sq. ft. x 2,925 sq. ft., totaling \$526.50; and

-- On or before the first of each month: \$121.88.

3. The Lockhart City Council finds that this extension of the Lease serves a public purpose by provided for productive use of the Leased Premises that benefits the community.

4. Phillip Cline agrees to fulfill all the terms and covenants of the Lease and this renewal, including making all payments due to or payable on behalf of the City when due and payable.

Lessee:

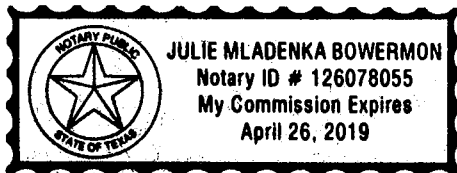
Phillip Cline
Phillip Cline
3815 Old McMahan Road
Lockhart, Texas

Sept 19, 2018
Date

STATE OF TEXAS §
 §
COUNTY OF CALDWELL §

BEFORE ME, the undersigned authority, on this day personally appeared **Phillip Cline**, 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 and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 19th day of SEPTEMBER, 2018.



Julie Mladenka Bowermon
Notary Public

City of Lockhart, Texas:

Lew White

Lew White
Mayor

Attest:

Connie Constancio
Connie Constancio, TRMC
City Secretary

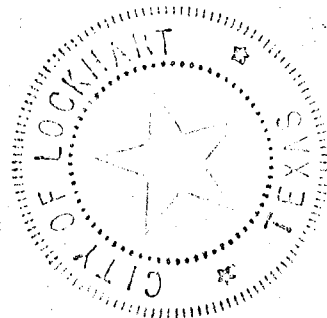


Exhibit A

SUBJECT: Hangar lease transfer
DATE: April 13, 2018
TO: Vance Rodgers, Lockhart City Manager
FROM: Ted Jones

I hereby transfer the building, contents, and lease on the Plane Talk Hangar located at 205 Airport Way from Ted Jones to Phillip Cline, 3815 Old McMahan Road, Lockhart, Texas, 78644.

Effective Date: April 13, 2018

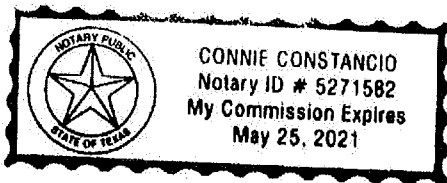
ACCEPTED:

Ted Jones
Ted Jones

4-13-2018
Date

STATE OF TEXAS §
COUNTY OF CALDWELL §

Sworn to and subscribed before me on the 13th day of April, 2018 by Ted Jones.



Connie Constancio
Notary Public

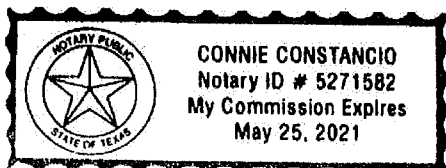
ACCEPTED:

Phillip Cline
Phillip Cline

4-13-2018
Date

STATE OF TEXAS §
COUNTY OF CALDWELL §

Sworn to and subscribed before me on the 13th day of April, 2018 by Phillip Cline.



Connie Constancio
Notary Public

EXHIBIT C – DESCRIPTION OF LEASED PREMISES

Exhibit C

" Hangar Lease Site"

Location: 205 Airport Drive, Lockhart, TX

Building/Lease Size: 2,480 Square Feet

(1 of 2)

Property Information

Property ID: 35223

Legal Acreage:

GEO ID: 0300001-084-020-09

Legal Description: A001 BERRY, ESTHER,
BUILDING ON LEASED LAND

Tract or Lot:

Abstract Subdivision Code: A001

Block:

Neighborhood Code: 1601

School District: SLH

City Limits: CLH

Property Location

Situs Number: 2101

Situs Street Prefix: S

Situs Street Name: COLORADO

Situs Street Suffix: ST

[Zoom to](#)

37916

35223

36486

33619

AIRPORT DR

Airport Road

Airport Road

US 83

US 183



Lockhart

TEXAS

2022-2023 Strategic Work Plan



The Strategic Planning Process

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

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

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

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



Day One – Management Team

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

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

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

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

Mission of Lockhart Management Team

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

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

Start – Stop – Continue

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

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

Start

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

Stop

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

Continue

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



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

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

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

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

Day Two – City Council

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

Expectations – City Council

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

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

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

City of Lockhart Vision:

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

Source: Lockhart 2020 Comprehensive Plan

Goal #1:

**City
Facilities**

Goal #2:

**Human Resources/
Staffing**

Goal #3:

**Parks &
Recreation**

Goal #4:

Infrastructure

Goal #5:

**Modernization &
Communications**

Goal #6:

**Development &
Quality of Life**

Goal #7:

**Revenue
Sustainability**

2022-2023 Goals:

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

Goal #1: City Facilities

To begin planning for new city facilities and offices.

Goal #2: Human Resources/Staffing

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

Goal #3: Parks & Recreation

To develop the Parks & Recreation program and services.

Goal #4: Infrastructure

To enhance physical infrastructure and branded wayfinding throughout Lockhart.

Goal #5: Modernization & Communications

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

Goal #6: Development & Quality of Life

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

Goal #7: Revenue Sustainability

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

Goal #1: City Facilities

To begin planning for new city facilities and offices.

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

Goal #2: Human Resources/Staffing

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

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

Goal #3: Parks & Recreation

To develop the Parks & Recreation program and services.

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

Goal #4: Infrastructure

To enhance physical infrastructure and branded wayfinding throughout Lockhart.

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

Goal #5: Modernization & Communications

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

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



Goal #6: Development & Quality of Life

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

- 6.1 Consider proposed sidewalk ordinance
- 6.2 Facilitate/incentivize more housing options including:
 - Rental housing options
 - Workforce housing options
 - Higher-income housing
 - Infill/revitalized housing within centers of commerce (existing or planned)
 - Senior/retiree housing
- 6.3 Continue to promote family-friendly events in Downtown
- 6.4 Encourage higher development standards (within state legislature 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:

