PUBLIC NOTICE

AGENDA

LOCKHART CITY COUNCIL

June 16, 2026

CLARK LIBRARY ANNEX-COUNCIL CHAMBERS
217 SOUTH MAIN STREET, 3RD FLOOR
LOCKHART, TEXAS

6:30 P.M. **WORK SESSION (No Action)**

Work session will be held to receive briefings and to initially discuss all items contained on the Agenda posted for 7:30 p.m. Generally, this work session is to simplify issues as it relates to the agenda items. No vote will be taken on any issues discussed or reviewed during the work session except to the extent specifically authorized under the Texas Open Meetings Act.

DISCUSSION ONLY

A. Presentation and discussion regarding the proposed Fiscal Year 2026-2027 Budget for Caldwell County Appraisal District (CCAD). **6-11**

B. Presentation and discussion regarding the proposed Fiscal Year 2026-2027 Budget for Guadalupe-Blanco River Authority (GBRA) for the Lockhart Water and Wastewater Treatment Plants **12-23**

C. Discussion regarding Resolution No. 2026-25 approving a Performance Agreement between the Lockhart Economic Development Corporation and Hill Country Foodworks, LLC, and authorizing economic development incentives for the purchase of manufacturing equipment. **24-42**

D. Presentation from NewGen Strategies & Solutions regarding the City's electric rate study and discussion regarding a proposed five-year electric utility rate plan. (Tabled from the June 2, 2026 meeting) **43-83**

E. Presentation by Non-Profit and Special Interest Organizations requesting funding for an annual contribution from the City of Lockhart for Fiscal Year 2026-2027. **84-150**

F. Discussion regarding awarding a Solid Waste and Recycling Collection Services Contract to Republic Services of Texas, Ltd. d/b/a Central Texas Refuse. **151-217**

G. Discuss Ordinance No. 2026-26 amending Chapter 48 of the City of Lockhart Code of Ordinances to establish revised solid waste, recycling, and related service fees for residential and commercial customers. **218-230**

H. Discuss adopting Resolution No. 2026-26 ratifying and approving Change Orders for the Fire Station No. 1 Renovation Project and authorizing the expenditure of contingency funds established under the Guaranteed Maximum Price (GMP) contract with D. Wilson Construction Co. **231-242**

I. Discuss awarding the Cemetery Maintenance and Operations Agreement to Gene Bagwell d/b/a Maintenance Management / Interment Services. **243-284**

J. Discuss semi-annual report concerning the status of implementation of Chapter 31, "Impact Fees" of the Lockhart Code of Ordinances, and advise of the need to update the ordinance, land use assumptions, capital improvement plans, or impact fees. **285-290**

K. Discussion regarding potential capital projects and funding priorities associated with the City's proposed 2026 Certificates of Obligation issuance. **291-292**

L. Discuss the City Council minutes of the June 11, 2025, June 12, 2025, and June 17, 2025 meetings. **293-304**

M. Discussion of a proposal from Councilmember Burge to consider development of data center performance standards such as operational impact standards covering environmental, infrastructure, site design controls, and impact on adjacent properties. **305**

7:30 P.M. REGULAR MEETING

1. CALL TO ORDER

Mayor Lew White

2. INVOCATION, PLEDGE OF ALLEGIANCE

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

3. PUBLIC COMMENT

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

4. PUBLIC HEARING/COUNCIL ACTION

A. Hold a PUBLIC HEARING and consideration and/or action on Ordinance 2026-24, a **Zoning Text Amendment,** amending Chapter 64, "Zoning" of the Lockhart Code of Ordinances as follows: **306-311**

Amending Section 64-2, "Definitions," to add definitions for "Data Center" and "Cryptocurrency Mining Facility"; amending Section

64-196 (I) to provide that such uses shall be permitted only within the Industrial Heavy (IH) district and shall require approval of a Specific Use Permit (SUP); and amending Section 64-196(o) to establish that data centers and cryptocurrency mining operations are prohibited within the Flood Hazard District (FH).

B. Hold a PUBLIC HEARING and discussion regarding applications ZC 26-04 and PDD-26-02 by Luke Caraway with ViewPoint Engineering on behalf of RODG Seawillow Prop Co, LLC, and discussion and/or action to consider Ordinance 2026-25 for a ZONING CHANGE from PDD Planned Development District to PDD Planned Development District including the adoption of a PDD Development Plan on a total of 89.775 acres in the John A. Neill League, Abstract No. 20, located at 2400 FM 1322. **312-380**

5. CONSENT AGENDA

A. Approve the proposed Fiscal Year 2026-2027 Budget for Caldwell County Appraisal District (CCAD). **381-386**

B. Approve the proposed Fiscal Year 2026-2027 Budget for Guadalupe Blanco River Authority (GBRA) for the Lockhart Water and Wastewater Treatment Plants **387-398**

C. Approve Resolution No. 2026-26 ratifying and approving Change Orders for the Fire Station No. 1 Renovation Project and authorizing the expenditure of contingency funds established under the Guaranteed Maximum Price (GMP) contract with D. Wilson Construction Co. **399-410**

D. Accept the semi-annual report concerning the status of implementation of Chapter 31, "Impact Fees" of the Lockhart Code of Ordinances, and advise of the need to update the ordinance, land use assumptions, capital improvement plans, or impact fees. **411-416**

E. Approve City Council minutes of the June 11, 2025, June 12, 2025, and June 17, 2025 meetings. **417-428**

6. DISCUSSION/ACTION ITEMS

A. Discussion and/or action regarding Resolution No. 2026-25 approving a Performance Agreement between the Lockhart Economic Development Corporation and Hill Country Foodworks, LLC, and authorizing economic development incentives for the purchase of manufacturing equipment. **429-447**

B. Presentation from NewGen Strategies & Solutions regarding the City's electric rate study and discussion and/or action on a proposed five-year electric utility rate plan. (Tabled from the June 2, 2026 meeting) **448-488**

C. Discussion and/or action awarding a Solid Waste and Recycling Collection Services Contract to Republic Services of Texas, Ltd. d/b/a Central Texas Refuse. **489-555**

D. Discussion and/or action regarding Ordinance No. 2026-26 amending Chapter 48 of the City of Lockhart Code of Ordinances to establish revised solid waste, recycling, and related service fees for residential and commercial customers. **556-568**

E. Discussion and/or action awarding the Cemetery Maintenance and Operations Agreement to Gene Bagwell d/b/a Maintenance Management / Interment Services. **569-610**

F. Discussion and/or action regarding potential capital projects and funding priorities associated with the City's proposed 2026 Certificates of Obligation issuance. **611-612**

G. Discussion and/or action regarding a proposal from Councilmember Burge to consider development of data center performance standards such as operational impact standards covering environmental, infrastructure, site design controls, and impact on adjacent properties. **613**

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

- Update regarding the GLO waterline replacement project.
- Update regarding the airport wildlife fencing project.
- City offices will be closed on Friday, June 19 in observance of Juneteenth.

8. COUNCIL AND STAFF COMMENTS - ITEMS OF COMMUNITY INTEREST

9. EXECUTIVE SESSION IN ACCORDANCE WITH THE PROVISIONS OF GOVERNMENT CODE, TITLE 5, SUBCHAPTER D, SECTION 551.071, PRIVATE CONSULTATION WITH ATTORNEY TO SEEK LEGAL ADVICE ABOUT MATTERS SUBJECT TO THE ATTORNEY CLIENT PRIVILEGE AND SECTION 551.074, DELIBERATION REGARDING THE APPOINTMENT, EMPLOYMENT, EVALUATION, REASSIGNMENT, DUTIES, DISCIPLINE, OR DISMISSAL OF A PUBLIC OFFICER OR EMPLOYEE.

A. Deliberation regarding services of City Engineer and legal questions related thereto.

10. OPEN SESSION

A. Discussion and/or action regarding services of City Engineer and legal questions related thereto.

11. ADJOURNMENT

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

Posted on the bulletin board in the Municipal Building, 308 West San Antonio Street, Lockhart, Texas, on the June 10, 2026 at 5:00 p.m.

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: June 16, 2026

AGENDA ITEM CAPTION: Presentation and discussion regarding the proposed Fiscal Year 2026-2027 Budget for Caldwell County Appraisal District (CCAD).

ORIGINATING DEPARTMENT AND CONTACT: Finance - Keeli Howard

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: According to the Texas Property Tax Code, Section 6.06, each year the chief appraiser shall prepare a proposed budget for the operations of the district for the following tax year and shall submit copies to each taxing unit participating in the district and to the district board of directors before June 15.

Shanna Ramzinski, Chief Appraiser for the Caldwell County Appraisal District will be presenting their budget for Fiscal Year 2026-2027 (FYE 2027).

PROJECT SCHEDULE (if applicable):

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

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION:

LIST OF SUPPORTING DOCUMENTS: FYE 2027 - CCAD Proposed Budget

CALDWELL COUNTY APPRAISAL DISTRICT
2027 APPRAISAL BUDGET (PROPOSED)

	PERSONNEL	2026	2027
70101	Chief Appraiser	$93,117.15	$97,773.00
70102	Deputy Chief Appraiser	$96,537.73	$101,364.62
70103	GIS Mapper/System Mgr/IT	$93,585.46	$100,000.00
70105	Senior Appraiser III	$59,612.45	$70,733.00
70106	Senior Appraiser I	$71,922.78	$72,642.00
70107	Senior Appraiser II	$66,771.81	$72,485.00
70108	Field Appraiser VI	$43,260.00	$51,230.00
70109	Field Appraiser III	$63,800.00	$70,733.00
70111	Administrative Asst.	$77,503.00	$81,378.00
70112	Data Entry Technician I	$50,078.86	$56,135.00
70113	Appraisal Support Tech	$58,229.67	$62,310.00
70114	Appraisal Support Clerk	$41,327.22	$46,000.00
70115	Data Entry Technician II	$36,750.00	$42,000.00
70120	Field Appraiser IV	$50,675.03	$62,500.00
70121	Field Appraiser V	$43,260.00	$51,230.00
70130	Part Time	$0.00	$40,000.00
70135	Payroll Contingency	$10,500.00	$10,500.00
70136	Annual Longevity Compensation	$12,250.00	$12,750.00
	SUBTOTAL	**969,181.16**	**1,101,763.62**
	DEDUCTIONS/BENEFITS		
71000	Payroll Tax	$81,000.00	$93,000.00
71002	Retirement/employer	$121,000.00	$149,000.00
71004	Health Benefits	$175,000.00	$196,000.00
71005	Worker Comp	$4,200.00	$4,200.00
71006	Unemployment	$4,000.00	$4,000.00
	SUBTOTAL	**385,200.00**	**446,200.00**
	SERVICES		
72000	Appr Engineers	$92,000.00	$92,000.00
72001	Appr Review Bd	$30,000.00	$30,000.00
72002	Audit	$9,300.00	$9,300.00
72003	Board of Directors	$3,500.00	$3,500.00
72004	Data Processing Services	$159,400.00	$149,900.00
72007	Janitorial Service	$6,600.00	$7,350.00
72008	Legal	$35,000.00	$60,000.00
72009	Title Research	$0.00	$0.00
72010	Aerial Imagery	$98,000.00	$98,000.00
72011	Homestead Exemption Analysis	$45,000.00	$45,000.00
	SUBTOTAL	**478,800.00**	**495,050.00**

	GENERAL EXPENSES	2026	2027
72500	Bond - Chief - Notary	$250.00	$250.00
72501	Membership/Dues	$4,300.00	$4,600.00
72502	Computer Supplies	$7,600.00	$6,100.00
72504	Education & Fees	$18,975.00	$18,975.00
72505	Insurance - Liability	$4,500.00	$6,700.00
72506	Insurance Building/ Equip - Contents	$9,000.00	$9,000.00
72507	Legal Notices/Printing	$28,500.00	$29,000.00
72508	Maint - Hardware/Equip	$9,000.00	$9,000.00
72509	Maint - Office Equip	$1,000.00	$1,000.00
72510	Mileage & Travel	$10,500.00	$10,500.00
72511	Office Supplies	$9,000.00	$9,500.00
72512	Postage	$48,800.00	$48,800.00
72513	Postage Meter/Box Rental	$6,000.00	$6,000.00
72514	Publications Subcrip & Books	$23,100.00	$23,100.00
72515	Rental - Copier	$2,900.00	$4,000.00
72516	Electricity	$9,000.00	$9,300.00
72517	Telephone	$14,700.00	$19,900.00
72518	Water & Sewer	$4,700.00	$4,700.00
72519	Mortgage	$57,300.00	$75,000.00
72520	Building Maint	$14,500.00	$14,500.00
72523	Fuel - Vehicle	$4,600.00	$5,000.00
72524	Maint - Vehicle	$12,500.00	$10,000.00
72525	Ins - Vehicle	$3,300.00	$3,600.00
	SUBTOTAL	**304,025.00**	**328,525.00**
	CAPITAL INVESTMENTS		
79000	Office Equipment	$5,000.00	$5,000.00
79001	Computer Equipment	$32,000.00	$19,000.00
79003	Vehicle	$0.00	$40,000.00
	SUBTOTAL	**37,000.00**	**64,000.00**
	CONTINGENCY		
79002	Building Expense	$10,000.00	$10,000.00
79990	Contingency	$10,000.00	$10,000.00
	SUBTOTAL	**20,000.00**	**20,000.00**
	TOTAL EXPENSES	**2,194,206.16**	**2,455,538.62**

2027 APPRAISAL BUDGET ALLOCATION

Caldwell County Appraisal District PROPOSED Budget

ENTITIES	2025 TAX LEVY	RATIO %	2027 BUDGET	ASSESSMENT
CITY OF LOCKHART	$10,141,629.50	9.612%	$2,455,538.62	$236,016.73
CITY OF LULING	$1,988,046.57	1.884%	$2,455,538.62	$46,265.96
CITY OF MARTINDALE	$407,738.85	0.386%	$2,455,538.62	$9,488.93
CITY OF MUSTANG RIDGE	$175,830.53	0.167%	$2,455,538.62	$4,091.94
CITY OF NIEDERWALD	$83,726.99	0.079%	$2,455,538.62	$1,948.50
CITY OF UHLAND	$64,686.41	0.061%	$2,455,538.62	$1,505.39
CALDWELL-HAYS ESD1	$1,272,195.36	1.206%	$2,455,538.62	$29,606.62
CALDWELL CO ESD #2	$434,535.99	0.412%	$2,455,538.62	$10,112.55
CALDWELL CO ESD #3	$267,291.53	0.253%	$2,455,538.62	$6,220.43
CALDWELL CO ESD #4	$297,401.03	0.282%	$2,455,538.62	$6,921.14
CALDWELL CO ESD #5	$6,563,187.27	6.220%	$2,455,538.62	$152,738.97
CALDWELL CO MUD #2	$726,065.46	0.688%	$2,455,538.62	$16,897.05
CALDWELL CO MUD #7	$467.32	0.000%	$2,455,538.62	$10.88
CALDWELL CO MUD #9	$425.35	0.000%	$2,455,538.62	$9.90
BOLLINGER MUD	$77,104.28	0.073%	$2,455,538.62	$1,794.38
LADERA MUD	$23,426.80	0.022%	$2,455,538.62	$545.19
LANTANA MUD	$39,081.10	0.037%	$2,455,538.62	$909.50
CENTEX DRAINAGE DISTRICT	$91,196.72	0.086%	$2,455,538.62	$2,122.34
CALDWELL COUNTY	$28,350,801.79	26.869%	$2,455,538.62	$659,781.90
LOCKHART ISD	$35,125,913.48	33.290%	$2,455,538.62	$817,452.79
LULING ISD	$5,753,178.20	5.453%	$2,455,538.62	$133,888.38
PRAIRIE LEA ISD	$1,935,862.73	1.835%	$2,455,538.62	$45,051.54
GONZALES COUNTY UWD	$9,051.05	0.009%	$2,455,538.62	$210.64
PLUM CREEK CONS DIST	$526,619.79	0.499%	$2,455,538.62	$12,255.53
PLUM CREEK UNDERGROUND	$656,997.46	0.623%	$2,455,538.62	$15,289.69
CITY OF SAN MARCOS	$338,162.87	0.320%	$2,455,538.62	$7,869.75
GONZALES ISD	$544,299.14	0.516%	$2,455,538.62	$12,666.97
HAYS ISD	$1,717,036.04	1.627%	$2,455,538.62	$39,958.99
SAN MARCOS ISD	$2,668,606.94	2.529%	$2,455,538.62	$62,104.01
WAELDER ISD	$321,801.75	0.305%	$2,455,538.62	$7,488.99
AUSTIN COMMUNITY COLLEGE	$4,912,027.10	4.655%	$2,455,538.62	$114,313.05
TOTALS	$105,514,395.40	100.00%	$2,455,538.62	$2,455,538.62

CALDWELL COUNTY APPRAISAL DISTRICT
2027 COLLECTION BUDGET (PROPOSED)

	PERSONNEL	2026	2027
90-70101	Chief Appraiser	$62,074.85	$65,178.59
90-70120	Deputy Tax Collector	$96,537.73	$101,364.62
90-70121	Collections Specialist I	$55,747.78	$61,321.00
90-70122	Public Assist II	$39,655.00	$43,620.50
90-70126	Public Assist I	$43,030.19	$48,000.00
90-70130	Part time	$0.00	$0.00
90-70135	Payroll contingency	$3,200.00	$3,500.00
90-70136	Annual Longevity Compensation	$3,000.00	$3,250.00
	SUBTOTAL	**$303,245.55**	**$326,234.71**
	DEDUCTIONS/BENEFITS		
90-71000	Payroll Tax	$24,000.00	$27,000.00
90-71002	Retirement/employer	$38,000.00	$44,000.00
90-71004	Health benefits	$48,900.00	$48,900.00
90-71005	Worker comp	$1,300.00	$1,500.00
90-71006	Unemployment	$3,375.00	$3,375.00
	SUBTOTAL	**$115,575.00**	**$124,775.00**
	SERVICES		
90-72002	Audit	$2,800.00	$2,800.00
90-72004	Data Processing Services	$36,500.00	$39,500.00
90-72005	County employee contract	$24,000.00	$26,000.00
90-72007	Janitorial service	$2,500.00	$2,500.00
90-72008	Legal	$2,500.00	$2,500.00
90-72011	Security	$2,000.00	$2,600.00
	SERVICES	**$70,300.00**	**$75,900.00**
	GENERAL EXPENSES		
90-72500	Bond - Chief - Notary	$250.00	$250.00
90-72501	Membership/Dues	$1,100.00	$1,500.00
90-72502	Computer supplies	$2,300.00	$2,300.00
90-72504	Education & fees	$7,000.00	$7,000.00
90-72505	Insurance - liability	$1,500.00	$1,500.00
90-72506	Insurance Building/Equip - contents	$1,850.00	$2,100.00
90-72507	Legal notices/printing	$17,000.00	$17,000.00
90-72508	Maint - hardware/equip	$3,600.00	$3,600.00
90-72509	Maint - office equip	$2,500.00	$3,000.00
90-72510	Mileage & travel	$5,100.00	$5,100.00
90-72511	Office supplies	$5,000.00	$5,500.00
90-72512	Postage	$21,000.00	$21,000.00
90-72513	Postage meter/Box rental	$2,000.00	$2,200.00
90-72515	Rental - copier	$1,800.00	$2,000.00
90-72516	Electricity	$3,000.00	$3,500.00
90-72517	Telephone	$4,300.00	$5,500.00
90-72518	Water & sewer	$1,500.00	$1,700.00
90-72519	Mortgage	$17,200.00	$22,500.00
90-72520	Building Maint	$4,000.00	$4,000.00
	SUBTOTAL	**$102,000.00**	**$111,250.00**
	CAPITAL INVESTMENTS		
90-79000	Office equipment	$2,000.00	$2,000.00
90-79001	Computer Equipment	$12,900.00	$8,200.00
	SUBTOTAL	**$14,900.00**	**$10,200.00**
	CONTINGENCY		
90-79002	Building Expense	$6,000.00	$6,000.00
90-79990	Contingency	$5,000.00	$5,000.00
	SUBTOTAL	**$11,000.00**	**$11,000.00**
	TOTAL EXPENSES	**$617,020.55**	**$659,359.71**

2027 COLLECTION BUDGET ALLOCATION

Caldwell County Appraisal District PROPOSED Budget

ENTITIES	2025 TAX LEVY	RATIO %	2027 BUDGET	ASSESSMENT
CITY OF LOCKHART	$10,141,629.50	10.021%	$659,359.71	$66,073.05
CITY OF LULING	$2,027,604.26	2.003%	$659,359.71	$13,209.91
CITY OF MARTINDALE	$407,738.85	0.403%	$659,359.71	$2,656.43
CITY OF MUSTANG RIDGE	$175,830.53	0.174%	$659,359.71	$1,145.54
CITY OF NIEDERWALD	$83,726.99	0.083%	$659,359.71	$545.48
CITY OF UHLAND	$64,686.41	0.064%	$659,359.71	$421.43
CALDWELL-HAYS ESD1	$1,272,195.36	1.257%	$659,359.71	$8,288.40
CALDWELL CO ESD #2	$434,535.99	0.429%	$659,359.71	$2,831.02
CALDWELL CO ESD #3	$267,291.53	0.264%	$659,359.71	$1,741.41
CALDWELL CO ESD #4	$297,401.03	0.294%	$659,359.71	$1,937.58
CALDWELL CO ESD #5	$6,563,187.27	6.485%	$659,359.71	$42,759.38
CALDWELL CO MUD #2	$726,065.46	0.717%	$659,359.71	$4,730.34
CALDWELL CO MUD #7	$467.32	0.000%	$659,359.71	$3.04
CALDWELL CO MUD #9	$425.35	0.000%	$659,359.71	$2.77
BOLLINGER MUD	$77,104.28	0.076%	$659,359.71	$502.34
LADERA MUD	$23,426.80	0.023%	$659,359.71	$152.63
CALDWELL COUNTY	$28,350,801.79	28.013%	$659,359.71	$184,706.42
LOCKHART ISD	$35,125,913.48	34.707%	$659,359.71	$228,846.49
LULING ISD	$6,693,905.28	6.614%	$659,359.71	$43,611.02
PRAIRIE LEA ISD	$2,367,252.94	2.339%	$659,359.71	$15,422.73
GONZALES COUNTY UWD	$9,051.05	0.009%	$659,359.71	$58.97
PLUM CREEK CONS DIST	$526,619.79	0.520%	$659,359.71	$3,430.95
PLUM CREEK UWD	$656,997.46	0.649%	$659,359.71	$4,280.36
AUSTIN COMMUNITY COLLEGE	$4,912,027.10	4.853%	$659,359.71	$32,002.02
TOTALS	$101,205,885.82	100.00%	$659,359.71	$659,359.71

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: June 16, 2026

AGENDA ITEM CAPTION: Presentation and discussion regarding the proposed Fiscal Year 2026-2027 Budget for Guadalupe-Blanco River Authority (GBRA) for the Lockhart Water and Wastewater Treatment Plants

ORIGINATING DEPARTMENT AND CONTACT: Finance - Keeli Howard

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: Annually, representatives from GBRA present their proposed Water and Wastewater Budget for the upcoming fiscal year to City Council for the operations and maintenance of the Lockhart Water and Wastewater Treatment Plants.

If approved, the GBRA's Proposed Budgets for Fiscal Year 2026-2027 will be incorporated in the City of Lockhart's Proposed Annual Budget for Fiscal Year 2026-2027.

PROJECT SCHEDULE (if applicable):

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

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION:

LIST OF SUPPORTING DOCUMENTS: 130 LOCKHART WWTP, 131 LOCKHART WTP



LOCKHART WASTEWATER RECLAMATION SYSTEM

WORK PLAN AND BUDGET

Fiscal Year Ending August 31, 2027

Submitted by Guadalupe-Blanco River Authority
per contractual obligation date of
July 1, 2026

Lockhart Division
Lockhart Wastewater Reclamation System
Operating Plan for Fiscal Year Ending 8/31/27

BACKGROUND

After signing a contract with the City of Lockhart in 1994, GBRA assumed the operation of the City's 1.1 million gallons per day (MGD) Larremore Street wastewater treatment plant. Subsequently in 1999, the new 1.5 MGD FM20 plant commenced operation increasing the City's combined wastewater treatment capacity to 2.6 MGD. The contract between the City of Lockhart and GBRA provides that GBRA will bill the City the actual cost of operating the two plants. As a result, revenue is matched to expenses and GBRA does not over-recover nor under-recover the cost of operating the System.

The System is operated by a Chief Operator and seven operators dividing their time between the Lockhart water and wastewater plants. Serving as facilitators to the team will be the Hays/Caldwell/Guadalupe Division Manager. Additional support will be received from the Seguin and New Braunfels offices in the form of engineering, electrical, purchasing, and administrative functions.

REVENUE SOURCES AND TRENDS

The following Work Plan and Budget is based on the two Lockhart Wastewater Treatment Plants treating an estimated sewage flow of 413.258 million gallons annually or 1.13 million gallons per day (MGD). For Fiscal Year 2027, the flow will be split with approximately 0.36 MGD treated by the Larremore Plant and 0.773 MGD treated by the FM 20 Plant. Revenue to treat this amount of waste has generally trended upward over the last several years coincident with increased flows to the plant and inflationary increases in plant operating costs. The budgeted FY 2027 total revenue for the Lockhart Wastewater System is $2,097,466, which is $130,304 or 5.2% more than last year's budget.

MAJOR OPERATING AND MAINTENANCE EXPENDITURES

The combined operating expenditure budget for FY 2027 amounts to $2,097,466. Significant operating expenses budgeted for Fiscal Year 2027 include biosolids disposal in the amount of $360,376, power and utilities of $301,136, laboratory testing and expenses of $80,136. Significant maintenance expenditures budgeted for Fiscal Year 2027 include Scada projects.

In order to meet public service needs through motivated employees, provide advanced training, and maintain and upgrade occupational licenses, personnel will attend courses provided by various approved sources. The approved sources for the courses are Texas Engineering Extension Service and Texas Water Utility Association. Plant personnel will also conduct in-house training in team building skills, confined space rescue, hazard communication, electrical safety and maintenance, first aid, and CPR. Other training will include computer software and personal development seminars.

Scada projects in the amount of $75,000 are budgeted for capital addition items for FY 2027.

FUND BALANCE

Funds for the above listed maintenance projects as well as all of the other operating expenditures that are summarized in the following pages will be provided from revenues from the City of Lockhart. Since this system represents a contract operation in which GBRA does not over-recover nor under-recover its costs, the net change in fund balance for FY 2027 is $0.

Guadalupe-Blanco River Authority
Work Plan & Budget
Fiscal Year Ending August 31, 2027

130 - Lockhart WWTP
Department *

		FY 2026 BUDGET	FY 2027 BUDGET	FY 2027-2026 DIFFERENCE
	OPERATING BUDGET			
	OPERATING REVENUES			
	Wastewater Treatment			
41201	WW-OPR & MAINTENANCE	1,838,152	1,945,335	107,183
41202	WW-ADMINISTRATIVE & GENERAL	156,010	152,131	(3,879)
41207	WW-CREDIT TO CUSTOMER	(600,000)	(200,000)	400,000
	Total Wastewater Treatment	**1,394,162**	**1,897,466**	**503,304**
	Retail Wastewater			
42452	WASTEWATER-SEPTIC HAULERS	600,000	200,000	(400,000)
	Total Retail Wastewater	**600,000**	**200,000**	**(400,000)**
	Total Operating Revenue	**1,994,162**	**2,097,466**	**103,304**
	OPERATING EXPENSES			
	Salaries			
51101	LBR-REGULAR WAGES	451,635	443,287	(8,348)
51102	LBR-OVERTIME	21,121	17,716	(3,405)
	Total Salaries	**472,756**	**461,003**	**(11,753)**
	Benefits			
51298	BEN-BENEFIT ALLOCATION	191,466	186,706	(4,760)
	Total Benefits	**191,466**	**186,706**	**(4,760)**
	Operating Supplies & Services			
52101	OPR-POWER & UTILITIES	274,790	301,136	26,346
52102	OPR-AUXILIARY POWER EXPENSE	5,000	5,500	500
52103	OPR-CHEMICALS	54,566	57,497	2,931
52110	OPR-SMALL TOOLS AND SUPPLIES	4,000	6,000	2,000
52113	OPR-LAB SUPPLIES	22,273	18,751	(3,522)
52114	OPR-LABORATORY SERVICES-GBRA	43,951	44,880	929
52115	OPR-LABORATORY SERVICES-OUTSOURCED	11,490	16,505	5,015
52118	OPR-DISPOSAL SERVICES	301,856	360,376	58,520
52120	OPR-UNIFORMS/BUSINESS ATTIRE	6,750	6,750	-

		FY 2026 BUDGET	FY 2027 BUDGET	FY 2027-2026 DIFFERENCE
52121	OPR-SAFETY & EMERGENCY EXPENSE	3,825	4,300	475
52124	OPR-EQUIPMENT EXPENSE	6,700	7,500	800
52125	OPR-VEHICLE EXPENSE	5,570	5,900	330
52133	OPR-SCADA	1,700	13,661	11,961
	Total Operating Supplies & Services	**742,471**	**848,756**	**106,285**
	Professional Services and Fees			
52205	OPR-PROFESSIONAL SERVICES-OTHER	4,840	5,880	1,040
52216	OPR-REGULATORY FEES	22,000	25,000	3,000
52222	OPR-MEMBERSHIPS & PUBLICATIONS	700	360	(340)
52223	OPR-LICENSE & TRAINING	3,744	3,114	(630)
52224	OPR-TRAVEL & MEETINGS	6,000	6,000	-
	Total Professional Services and Fees	**37,284**	**40,354**	**3,070**
	Office Expenses			
52301	OPR-OFFICE SUPPLIES	4,400	4,400	-
52302	OPR-COMPUTER & SOFTWARE EXPENSE	14,020	21,774	7,754
52303	OPR-WIDE AREA NETWORK EXPENSE	10,020	10,980	960
52306	OPR-DATA & PHONE EXPENSE	8,928	8,980	52
52331	OPR-JANITORIAL SUPPLIES AND SERVICE	1,500	1,500	-
	Total Office Expenses	**38,868**	**47,634**	**8,766**
	Other Operating Expenses			
52420	OPR-INSURANCE EXPENSE	36,484	41,935	5,451
52430	OPR-MISC EXPENSE	200	200	-
	Total Other Operating Expenses	**36,684**	**42,135**	**5,451**
	SUBTOTAL OF OPERATIONAL EXPENSES	**1,519,529**	**1,626,588**	**107,059**
	Maintenance and Repair Equipment			
53101	M&R-EQUIPMENT	28,000	29,350	1,350
53110	M&R-CONTROL SYSTEMS	97,197	89,697	(7,500)
53115	M&R-METERS	1,500	2,000	500
	Total Maintenance and Repair Equipment	**126,697**	**121,047**	**(5,650)**
	Structures			
53201	M&R-BUILDING	16,176	1,200	(14,976)
53205	M&R-PUMPS AND MOTORS	10,000	11,000	1,000
53210	M&R-GATES AND VALVES	2,250	3,000	750
53220	M&R-CLARIFIERS	18,000	28,000	10,000
53237	M&R UV SYSTEM	60,000	60,000	-
	Total Structures	**106,426**	**103,200**	**(3,226)**
	Other Maintenance & Repairs			
	53310 M&R-GROUNDS/ROW	13,500	13,500	-

		FY 2026 BUDGET	FY 2027 BUDGET	FY 2027-2026 DIFFERENCE
53325	M&R-GENERAL MAINTENANCE	11,000	6,000	(5,000)
	Total Other Maintenance & Repairs	**24,500**	**19,500**	**(5,000)**
	SUBTOTAL OF M&R EXPENSES	**257,623**	**243,747**	**(13,876)**
	Administrative & General			
54100	ADMINISTRATIVE & GENERAL	156,010	152,131	(3,879)
	Total Administrative & General	**156,010**	**152,131**	**(3,879)**
	Capital Expenses			
55001	CUSTOMER-OWNED CAPITAL EXPENSE	61,000	75,000	14,000
	Total Capital Expenses	**61,000**	**75,000**	**14,000**
	TOTAL OPERATING AND M&R EXPENSES	**1,994,162**	**2,097,466**	**103,304**
	Net Operating Income	**-**	**-**	**-**
	Net Change in Fund Balance	**-**	**-**	**-**



LOCKHART WATER TREATMENT PLANT SYSTEM

WORK PLAN AND BUDGET

Fiscal Year Ending August 31, 2027

Submitted by Guadalupe-Blanco River Authority
per contractual obligation date of
July 1, 2026

Lockhart Division
Lockhart Water Treatment Plant System
Operating Plan for Fiscal Year ending 8/31/27

BACKGROUND

GBRA entered into a contract in September 2000 with the City of Lockhart to operate its wells and 4 million gallon per day (mgd) water treatment plant beginning October 1, 2000 in addition to the operation of two wastewater treatment facilities for the City. The System is operated by a Chief Operator and seven operators dividing their time between the Lockhart water and wastewater plants. Serving as facilitators to the Lockhart Operations team are the Division Manager-Hays/Caldwell/Guadalupe Counties. Additional support will be received from the Seguin and New Braunfels office in the form of engineering, electrical, purchasing and administrative functions.

REVENUE SOURCES AND TRENDS

GBRA provides the operation of the City's 4.0 million gallons per day (MGD) groundwater treatment plant and water wells. The contract provides that GBRA does not over-recover nor under-recover the costs of operating the System.

The following Work Plan and Budget is based on operating and maintaining the Lockhart Water Treatment Plant, booster station and seven water wells. The projected water production of the plant and seven wells for FY 2027 is 315.42MG or 0.86MGD. However, the total water needs for the City from all sources is estimated to be approximately 710.553MG. The differential or additional water required by the City of Lockhart will be supplied by the GBRA surface water treatment plant located in Luling and delivered through the Luling/Lockhart Treated Water Delivery System. Lockhart will also be receiving water from the Carrizo Water Treatment Plant located in Rosanky and delivered through the Alliance Project Delivery System. The budgeted FY 2027 operating revenue for the Lockhart Water Treatment Plant System is $1,373,533 which is $211,149 or 18.2% more than last year's budget and is based on a total estimated annual water treatment of 315,420,000 gallons or 315.42MG. As described in the previous paragraph, the Lockhart WTP System is a cost-of-service operation and any year-over-year change in revenue is in a direct relationship to the changes in operating expenditures and capital improvements, for that year.

MAJOR OPERATING AND MAINTENANCE EXPENDITURES

Due to the nature of the GBRA and City of Lockhart contract, the operating expenditure budget for FY 2027 replicates the revenue budget and therefore also amounts to $1,373,533. Two of the major operating expenses for the ensuing fiscal year are power and chemicals. Chlorine, liquid ammonium sulfate (LAS), orthophosphate, and fluoride are the primary chemicals required at the water treatment plant in order to properly treat and maintain the water quality in accordance with Texas Commission on Environmental Quality (TCEQ) requirements. Chlorine and LAS are used together as a disinfectant for the water. Orthophosphate is used as a corrosion inhibitor and as such, protects the City's distribution system and assures the delivery of high-quality water. The total chemical budget for FY 2027 is $88,574. Power will also be a major expense for the upcoming year amounting to $82,866. The maintenance expenses include the replacement of air release vaults on the 14 inch CSC Raw line.

Scada projects in the amount of $75,000 are budgeted for capital addition items for FY 2027.

In order to meet public service needs through motivated employees, provide advanced training, and maintain and upgrade occupational licenses, personnel will attend courses provided by various approved sources. The approved sources for the courses are Texas Engineering Extension Service and Texas Water Utility Association. Plant personnel will also conduct in-house training in team building skills, confined space rescue, hazard communication, electrical safety and maintenance, first aid, and CPR. Other training will include computer software and personal development seminars.

FUND BALANCE

Funds for the above listed maintenance projects as well as all of the other operating expenditures that are summarized in the following pages will be provided from revenues from the City of Lockhart. Since this division represents a contract operation in which GBRA does not over-recover nor under-recover its costs, the net change in fund balance for FY 2027 is $0.

Guadalupe-Blanco River Authority
Work Plan & Budget
Fiscal Year Ending August 31, 2027

131 - Lockhart WTP
Department *

		FY 2026 BUDGET	FY 2027 BUDGET	FY 2027-2026 DIFFERENCE
	OPERATING BUDGET			
	OPERATING REVENUES			
	Water Treatment			
41101	PLANT O&M	1,054,017	1,257,564	203,547
41102	PLANT A&G	108,367	115,969	7,602
	Total Water Treatment	**1,162,384**	**1,373,533**	**211,149**
	Total Operating Revenue	**1,162,384**	**1,373,533**	**211,149**
	OPERATING EXPENSES			
	Salaries			
51101	LBR-REGULAR WAGES	312,861	337,542	24,681
51102	LBR-OVERTIME	15,525	13,880	(1,645)
	Total Salaries	**328,386**	**351,422**	**23,036**
	Benefits			
51298	BEN-BENEFIT ALLOCATION	132,996	142,326	9,330
	Total Benefits	**132,996**	**142,326**	**9,330**
	Operating Supplies & Services			
52101	OPR-POWER & UTILITIES	53,152	82,866	29,714
52102	OPR-AUXILIARY POWER EXPENSE	-	3,500	3,500
52103	OPR-CHEMICALS	73,857	88,574	14,717
52110	OPR-SMALL TOOLS AND SUPPLIES	3,000	3,500	500
52113	OPR-LAB SUPPLIES	24,866	28,115	3,249
52114	OPR-LABORATORY SERVICES-GBRA	5,134	300	(4,834)
52115	OPR-LABORATORY SERVICES-OUTSOURCED	6,099	13,139	7,040
52120	OPR-UNIFORMS/BUSINESS ATTIRE	6,750	6,750	-
52121	OPR-SAFETY & EMERGENCY EXPENSE	2,060	2,560	500
52123	OPR-EQUIPMENT RENTAL	1,500	1,500	-
52124	OPR-EQUIPMENT EXPENSE	300	500	200
52125	OPR-VEHICLE EXPENSE	5,570	5,900	330
52133	OPR-SCADA	6,900	2,400	(4,500)
	Total Operating Supplies & Services	**189,188**	**239,604**	**50,416**

		FY 2026 BUDGET	FY 2027 BUDGET	FY 2027-2026 DIFFERENCE
	Professional Services and Fees			
52205	OPR-PROFESSIONAL SERVICES-OTHER	5,455	8,530	3,075
52216	OPR-REGULATORY FEES	12,200	15,000	2,800
52222	OPR-MEMBERSHIPS & PUBLICATIONS	560	360	(200)
52223	OPR-LICENSE & TRAINING	3,944	3,564	(380)
52224	OPR-TRAVEL & MEETINGS	2,500	2,500	-
	Total Professional Services and Fees	**24,659**	**29,954**	**5,295**
	Office Expenses			
52301	OPR-OFFICE SUPPLIES	750	750	-
52302	OPR-COMPUTER & SOFTWARE EXPENSE	13,150	14,087	937
52303	OPR-WIDE AREA NETWORK EXPENSE	4,320	5,280	960
52306	OPR-DATA & PHONE EXPENSE	9,611	10,080	469
52331	OPR-JANITORIAL SUPPLIES AND SERVICE	500	1,000	500
	Total Office Expenses	**28,331**	**31,197**	**2,866**
	Other Operating Expenses			
52420	OPR-INSURANCE EXPENSE	25,879	29,161	3,282
52430	OPR-MISC EXPENSE	200	200	-
	Total Other Operating Expenses	**26,079**	**29,361**	**3,282**
	SUBTOTAL OF OPERATIONAL EXPENSES	**729,639**	**823,864**	**94,225**
	Maintenance and Repair Equipment			
53101	M&R-EQUIPMENT	37,100	27,800	(9,300)
53110	M&R-CONTROL SYSTEMS	12,500	7,000	(5,500)
53115	M&R-METERS	17,500	26,500	9,000
	Total Maintenance and Repair Equipment	**67,100**	**61,300**	**(5,800)**
	Structures			
53201	M&R-BUILDING	2,378	1,900	(478)
53205	M&R-PUMPS AND MOTORS	22,000	85,000	63,000
53210	M&R-GATES AND VALVES	3,900	11,500	7,600
53235	M&R-TRANSMISSION LINES	25,000	55,000	30,000
	Total Structures	**53,278**	**153,400**	**100,122**
	Other Maintenance & Repairs			
53302	M&R-WELLS	125,000	125,000	-
53310	M&R-GROUNDS/ROW	13,500	13,500	-
53325	M&R-GENERAL MAINTENANCE	4,500	5,500	1,000
	Total Other Maintenance & Repairs	**143,000**	**144,000**	**1,000**
	SUBTOTAL OF M&R EXPENSES	**263,378**	**358,700**	**95,322**

		FY 2026 BUDGET	FY 2027 BUDGET	FY 2027-2026 DIFFERENCE
	Administrative & General			
54100	ADMINISTRATIVE & GENERAL	108,367	115,969	7,602
	Total Administrative & General	**108,367**	**115,969**	**7,602**
	Capital Expenses			
55001	CUSTOMER-OWNED CAPITAL EXPENSE	61,000	75,000	14,000
	Total Capital Expenses	**61,000**	**75,000**	**14,000**
	TOTAL OPERATING AND M&R EXPENSES	**1,162,384**	**1,373,533**	**211,149**
	Net Operating Income	**-**	**-**	**-**
	Net Change in Fund Balance	**-**	**-**	**-**

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: June 16, 2026

AGENDA ITEM CAPTION: Discussion regarding Resolution No. 2026-25 approving a Performance Agreement between the Lockhart Economic Development Corporation and Hill Country Foodworks, LLC, and authorizing economic development incentives for the purchase of manufacturing equipment.

ORIGINATING DEPARTMENT AND CONTACT: Economic Development - Holly Malish

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION:

Hill Country Foodworks, LLC has experienced substantial growth following a product expansion with Trader Joe's that resulted in demand significantly exceeding original projections. To meet production requirements and fulfill contractual obligations, the company must purchase specialized manufacturing equipment that will increase production capacity and operational efficiency.

The proposed Incentive Agreement between the Lockhart Economic Development Corporation (LEDC) and Hill Country Foodworks provides for a manufacturing equipment grant in an amount not to exceed $179,500. The incentive is structured as a reimbursement grant and will only be paid after the company provides documentation demonstrating eligible equipment purchases and satisfies the performance requirements outlined in the agreement.

To qualify for reimbursement, Hill Country Foodworks must:

- Obtain a Certificate of Occupancy and commence operations at its facility located at 2605 DeWitt Street in Lockhart Industrial Park III;
- Purchase and install qualifying manufacturing equipment at the facility; and
- Create a minimum of three (3) new full-time jobs at the Lockhart facility.

The project is expected to support the expansion of an existing Lockhart business, increase local employment opportunities, and enhance the City's manufacturing sector while providing additional taxable investment within the community. The agreement includes annual reporting requirements and recapture provisions in the event the company fails to comply with its obligations.

PROJECT SCHEDULE (if applicable): Hill Country Foodworks anticipates installation of the equipment and commencement of operations by Q3 of 2026 (July-September).

AMOUNT & SOURCE OF FUNDING:

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

Funds Required:
Account Number:
Funds Available:
Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION: The Lockhart Economic Development Corporation Board of Directors approved the Performance Agreement and adopted Resolution No. 2026-07 on June 8, 2026, recommending approval by the City Council.

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends approving Resolution No. 2026-25 between the Lockhart Economic Development Corporation and Hill Country Foodworks, LLC, and authorizing economic development incentives for the purchase of manufacturing equipment.

LIST OF SUPPORTING DOCUMENTS: City Council Resolution No 2026-25, Resolution No 2026-07, HCF Performance Agreement - signed

RESOLUTION NO. 2026-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, APPROVING A PERFORMANCE AGREEMENT BETWEEN THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION AND HILL COUNTRY FOODWORKS, LLC PROVIDING ECONOMIC DEVELOPMENT INCENTIVES FOR NEW EQUIPMENT FOR A NEW FACILITY IN LOCKHART, TEXAS; PROVIDING AN OPEN MEETINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE..

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

WHEREAS, Hill Country Foodworks, LLC ("HCF") has applied to the LEDC for financial incentives related to a project involving the purchase of equipment to assist in fulfilling orders and the creation of three (3) full-time jobs at a facility located in the City of Lockhart; and

WHEREAS, pursuant to the proposed Performance Agreement, HCF may receive financial incentives in an amount not to exceed ONE HUNDRED SEVENTY-NINE THOUSAND FIVE HUNDRED DOLLARS AND NO/100 ($179,500.00); and

WHEREAS, the City Council finds that the project will promote new and expanded business development, employment opportunities, and economic growth within the City of Lockhart and surrounding area, and qualifies as a project pursuant to Chapters 501 and 505 of the Texas Local Government Code; and

WHEREAS, the City Council further finds that the Performance Agreement and the associated economic development incentives serves a public purpose and deems in the public interest to authorize this action.

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

Section 1. The foregoing recitals are hereby found to be true and correct and are incorporated herein for all purposes.

Section 2. The Performance Agreement by and between the LEDC and Hill Country Foodworks, LLC, attached hereto as Exhibit "A" and incorporated herein, is hereby approved.

Section 3. The City Council authorizes the LEDC to implement the project and administer the Performance Agreement in accordance with its terms and applicable law.

Section 4. The Mayor, City Manager, and/or their designees are authorized to execute any documents and take any actions necessary to carry out the intent of this Resolution.

Section 5. It is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

Section 6. This Resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED this 16th day of June, 2026.

CITY OF LOCKHART, TEXAS

_____

Lew White, Mayor

ATTEST:

_____

City Secretary

APPROVED AS TO FORM:

_____

City Attorney

RESOLUTION NO. 2026-07

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION APPROVING A PERFORMANCE AGREEMENT WITH HILL COUNTRY FOODWORKS, LLC AND AUTHORIZING ECONOMIC DEVELOPMENT INCENTIVES FOR PURCHASING EQUIPMENT FOR A NEW PRODUCT LINE IN LOCKHART, TEXAS.

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

WHEREAS, HCF has applied to LEDC for financial incentives for a project whereby HCF agrees to purchase equipment to assist in fulfilling orders and adding 3 full-time jobs at the facility and receive financial incentives up to ONE HUNDRED AND SEVENTY-NINE THOUSAND AND FIVE HUNDRED DOLLARS AND NO/100 ($179,500); and

WHEREAS, the Board of Directors finds that the project will promote new or expanded business development in the City of Lockhart and the surrounding area and that it qualifies as a project pursuant to Chapters 501 and 505, Texas Local Government Code; and

WHEREAS, the Board of Directors is of the opinion that approving a performance agreement for the project and providing financial incentives for its implementation is in the best interests of the LEDC and the City of Lockhart;

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

1. The foregoing recitals are adopted and incorporated herein for all purposes.
2. The Performance Agreement by and between the LEDC and Hill Country Foodworks, LLC attached hereto as Exhibit "A" and incorporated herein is hereby approved and authorized.
3. The President or designee of the LEDC is directed to take such steps as are necessary to obtain approval of the City Council of Lockhart for the project and Performance Agreement, in the manner required by law, and to take such other steps, including the issuance of notice and the holding of a public hearing, that will authorize and implement the project and performance agreement and payment of financial incentives thereunder.

PASSED AND APPROVED this ~~11th~~ 8th June day of ~~May~~, 2026.

LOCKHART ECONOMIC DEVELOPMENT CORPORATION

Alfredo Munoz, Chairman

Attest:

Holly Malish, EDC Executive Dir

Approved as to form:

Board Attorney

EXHIBIT A

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT
Hill Country Foodworks, LLC

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

RECITALS

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

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

WHEREAS, Company desires to expand operations in Texas and purchase new equipment to use at 2605 Dewitt St, Lockhart TX 78644; and

WHEREAS, Company intends to add 3 new full-time employees (FTE) to the current 95 FTE with a total, minimum annual payroll of $2,000,000; and

WHEREAS, LEDC intends to provide a manufacturing equipment grant upon Company receiving a Certificate of Occupancy, commencement of operations and hiring of new full-time jobs; and

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

WHEREAS, the LEDC desires to offer incentives to Company to enable Company to increase tangible business personal property and workforce pursuant to this Agreement in substantial conformity with Lockhart 2023 Targeted Business Strategy Refresh Plan and the Act; and

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

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

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

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

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

ARTICLE 1
RECITALS

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

ARTICLE II
AUTHORITY AND TERM

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

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

3. Purpose. The purpose of this Agreement is to formalize the agreements between the Company and the LEDC for the manufacturing equipment grant to assist with costs associated with the Project and specifically state covenants, representations of the Parties, and the incentives associated with Company's commitment to abide by the

provisions of the Act and to abide by the terms of this Agreement which has been approved by the LEDC and the Company as complying with the specific requirements of the Act. It is expressly agreed that this Agreement constitutes a single transaction. A failure to perform any obligation by the Company may constitute a breach of the entire Agreement and terminate any further commitments (if any) by the LEDC unless an alternative penalty or remedy is provided for herein.

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

ARTICLE III
DEFINITIONS

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

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

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

"Manufacturing Equipment Grant" shall mean a grant for a new equipment line in exchange for receipts and proof of payment not to exceed ONE HUNDRED AND SEVENTY NINE THOUSAND DOLLARS AND FIVE HUNDERD DOLLARS($179,500) from LEDC to Company; and

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

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

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

"Expiration Date" shall mean April 15 2027.

"Facility" shall mean the property and improvements within the 6-acre property located 2605 Dewitt St, Lockhart Texas, 78644.

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

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

"Project" shall mean the retention and creation of at least 3 new full-time employees and occupy a 50,000 square-foot warehouse facility; and

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

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

ARTICLE IV
ECONOMIC DEVELOPMENT TERMS AND CONDITIONS

1. Manufacturing Equipment Grant

Subject to the satisfaction of all the terms and conditions of this Agreement and the obligation of Company to repay the manufacturing equipment grant pursuant to Article V hereof, the LEDC agrees to provide Company with a building improvement grant for the creation of 3 FTE and not to exceed ONE HUNDRED AND SEVENTY NINE THOUSAND DOLLARS AND FIVE HUNDERD DOLLARS ($179,500). The manufacturing equipment grant shall be paid to Company within sixty (60) days after receipt by the LEDC Director of a Certificate of Occupancy and must maintain the minimum jobs criteria outlined in the Performance Table for the duration of the agreement.

Performance Table

Period Ending Dec 31	Full-Time Employees	Total Payroll	Minimum Tangible Personal Property	Certification Date
Year 1 - 2026	3		$300,000	15-APR-27

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

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

4. Conditions Precedent. The obligation of the LEDC to pay funds in the form of a manufacturing equipment grant shall be conditioned upon Company successfully obtaining a Certificate of Occupancy and the continued compliance with and satisfaction of each of the conditions set forth in this Agreement as reflected in the Performance Table above.

5. Annual Report. The Company shall submit an Annual Report (an "Annual Report") for the preceding Calendar Year to the Executive Director of the LEDC each year not later than April 15th each year. The Annual Report should substantially conform to the Annual Report Form attached as Exhibit A to this Agreement along with a copy of IRS Form 941. The first Annual Report will be due April 1, 2028.

ARTICLE V
COVENANTS AND DUTIES

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

(a) Company is authorized to do business and is in good standing in the State of Texas and shall remain in good standing in the State of Texas and the

United States of America during any time of this Agreement and shall timely and fully comply with all of the terms and conditions of this Agreement to commence and complete the Project in accordance with the Agreement.

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

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

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

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

(f) Company shall cooperate with the LEDC in providing all necessary information and documentation to assist the LEDC in its determination that Company in in compliance with this Agreement.

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

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

Company's books and records will be located at 2605 Dewitt St, Lockhart, Caldwell County, Texas 78644.

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

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

2. LEDC's Covenants and Duties. The LEDC is obligated to pay Company an amount not to exceed ONE HUNDRED AND SEVENTY NINE THOUSAND DOLLARS AND FIVE HUNDERD DOLLARS ($179,500) as a manufacturing equipment grant as set forth in Article IV.

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

4. Recapture. In the event of Default by the Company, the LEDC shall, as its sole and exclusive remedy for Default hereunder, after providing Company notice and an opportunity to cure, have the right to recapture all manufacturing equipment grant amounts previously paid under this Agreement (as applicable, the "Recaptured Amount"). The Recaptured Amount shall be paid by the Company within one hundred twenty (120) days after the date Company is notified by the LEDC of such Default (the "Payment Date") provided said Default was not cured. In the event the Recaptured Amount is not repaid by the applicable Payment Date, the unpaid portion thereof shall accrue interest at the rate of two percent (2.00%) per annum from the Effective Date until paid in full.

ARTICLE VI
TERMINATION

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

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

ARTICLE VII
DISPUTE RESOLUTION

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

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

ARTICLE VIII
MISCELLANEOUS

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

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

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

4. Assignment. Company shall have the right to assign all of its rights, duties, and obligations under this Agreement to a duly qualified third party' with prior written approval of the LEDC. Any assignment provided herein shall not serve to enlarge or diminish the obligations and requirements of this Agreement, nor shall they relieve Company of any liability to the LEDC including any required indemnity in the

event that any Assignee hereof shall at any time be in Default of the terms of this Agreement. The LEDC may demand and receive adequate assurance of performance including the deposit or provision of financial security by' any proposed Assignee prior to its approval of an assignment.

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

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

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

If to the Company: Hill County Foodworks LLC
Attention: Jake Cathey
Address:
City/State/Zip:

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

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

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

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

10. Interpretation. Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which Party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute,

whatever its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any Party.

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

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

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

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

TO THE EXTENT ALLOWED BY LAW, THE LEDC HEREBY RELEASES AND AGREES TO HOLD HARMLESS COMPANY, ITS OFFICERS, AGENTS, AFFILIATES AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LAWSUITS, ACTIONS, COSTS AND EXPENSES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO THOSE FOR PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING DEATH, THAT MAY RELATE TO, ARISE OUT OF OR BE OCCASIONED BY (i) THE LEDC'S DEFAULT WITH RESPECT TO ANY OF THE

TERMS OR PROVISIONS OF THIS AGREEMENT OR (ii) ANY NEGLIGENT ACT OR OMISSION OR INTENTIONAL MISCONDUCT OF THE LEDC, ITS OFFICERS, SERVANTS, AGENTS, ASSOCIATES, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS, RELATED TO THE LAND, IMPROVEMENTS ON THE LAND, INCLUDING THE PROJECT IMPROVEMENTS, AND ANY OPERATIONS AND ACTIVITIES THEREON, OR OTHERWISE TO THE PERFORMANCE OF THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, THE LEDC SHALL NOT, HOWEVER, BE REQUIRED TO INDEMNIFY THE COMPANY AGAINST CLAIMS CAUSED BY THE COMPANY'S NEGLIGENCE OR WILLFUL MISCONDUCT, AND IF THE COMPANY INCURS CLAIMS THAT ARE CAUSED BY THE CONCURRENT FAULT OR NEGLIGENCE OF COMPANY AND THE LEDC, THE LEDC'S OBLIGATION WILL BE LIMITED TO A FRACTION OF THE TOTAL CLAIMS EQUIVALENT TO THE LEDC'S OWN PERCENTAGE OF RESPONSIBILITY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

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

Executed on this day, ~~19th~~ 16th day of ~~May,~~ June 2026.

HILL COUNTRY FOODWORKS, LLC

By: _____

Lockhart Economic Development Corporation

By: _____
Chairman

Attest:

_____
Holly Malish, Executive Director

Approved as to Form:

_____
Attorney

Exhibit A

Annual Certification Report

Reporting Period: January I to December 31, 20____

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

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

I. PROJECT INFORMATION

Company Legal Name: _____

Address (subject to incentive): _____

Company Primary Contact: _____ Title: _____

Phone: _____ Email: ad_____

II. REPORTING INFORMATION

Employment and Wage Information:

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

What is the current average wage at your facility? _____

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

Investment Information:

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

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

III. ADDITIONAL INFORMATION (VOLUNARTY)

Employment:

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

Number of employees that live in Lockhart, Texas: _____

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

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

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

IV. CERTIFICATION

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

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

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

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

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

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

Phone Number: _____ E-Mail Address:_____

Signature of Certifying Officer:_____ Date: _____

STATE OF TEXAS x
COUNTY OF CALDWELL

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

_____
Notary Public, State of Texas

_____
Notary's typed or printed name

_____
My commission expires

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

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

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: June 16, 2026

AGENDA ITEM CAPTION: Presentation from NewGen Strategies & Solutions regarding the City's electric rate study and discussion regarding a proposed five-year electric utility rate plan. (Tabled from the June 2, 2026 meeting)

ORIGINATING DEPARTMENT AND CONTACT: Finance - Keeli Howard

ACTION REQUESTED: Consensus

BACKGROUND/SUMMARY/DISCUSSION: This item was tabled at the June 2nd, 2026 Council meeting. City Council directed staff and the utility rate consultant to evaluate two additional rate options and return to the next meeting for Council discussion and consideration.

Background

NewGen Strategies & Solutions completed an electric rate study for the City of Lockhart Electric Utility to evaluate revenue requirements, cost of service, rate design, and long-term financial sustainability of the electric system.

The study includes recommendations for a proposed five-year rate strategy intended to improve revenue adequacy, increase fixed-cost recovery, align customer classes more closely with cost of service principles, and support the long-term financial stability of the electric utility system. The proposed rate plan also includes phased implementation of rate adjustments intended to minimize customer impacts and avoid rate shock.

NewGen Strategies & Solutions will provide a presentation of the study findings and recommendations, including proposed rate adjustments for residential, commercial, demand, and contract customer classes, as well as discussion related to future utility financial planning and capital needs. If approved, proposed rate adjustments are recommended to begin with the second billing cycle in November 2026, consistent with previous rate adjustments in the water and wastewater utilities.

If Council provides direction to proceed with the proposed rate plan, staff will return at a future meeting with an ordinance establishing the proposed electric rates and implementation schedule.

PROJECT SCHEDULE (if applicable): Proposed phased implementation: FYE 2027 – FYE 2031.

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

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

Funds Available:
Account Name:

FISCAL NOTE (if applicable): The proposed rate strategy is intended to support long-term financial stability and revenue adequacy for the City's electric utility system.

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION:

LIST OF SUPPORTING DOCUMENTS: City of Lockhart_COS and Rates_Supplemental Slides_06.08.26



June 16, 2026

CITY OF LOCKHART, TEXAS

ELECTRIC RATE STUDY – SUPPLEMENTAL ANALYSIS

CITY OF Lockhart TEXAS

NewGen Strategies & Solutions

© 2026 NEWGEN STRATEGIES AND SOLUTIONS, LLC

COST OF SERVICE RESULTS

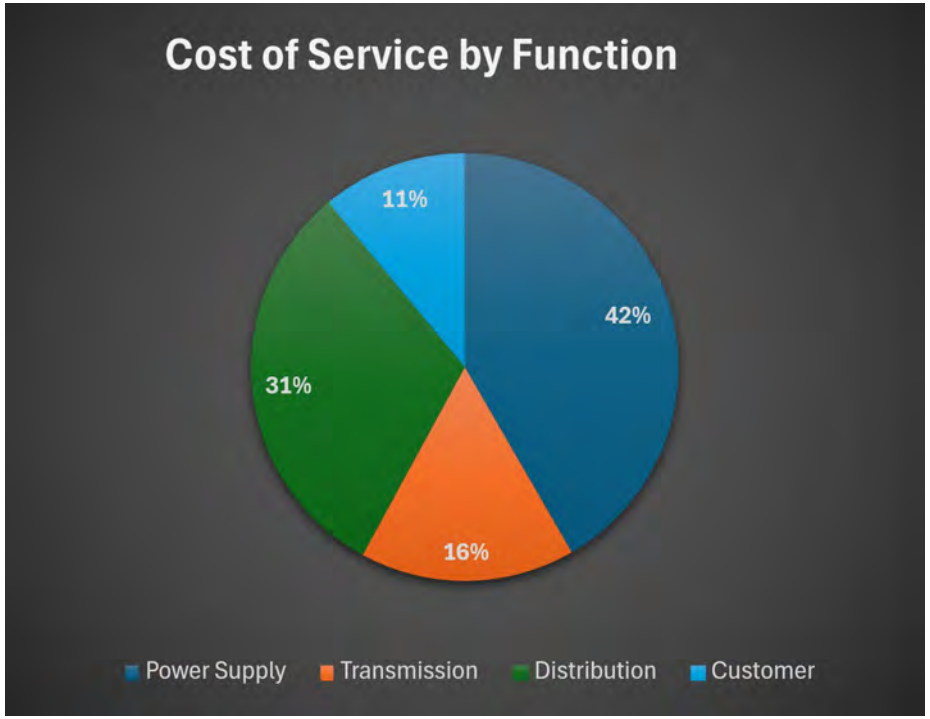
Class	Cost of Service ($000)	Test Year Revenues at Current Rates ($000)	Over/(Under) Cost Recovery ($000)	% Over/(Under) Cost Recovery
Residential	$9,728	$8,572	($1,156)	(11.9%)
General Service	$2,315	$2,394	$80	3.4%
General Service Demand	$2,976	$3,420	$444	14.9%
Contract Rates	$851	$914	$63	7.4%
Total	**$15,870**	**$15,301**	**($569)**	**(3.6%)**

© 2026 NEWGEN STRATEGIES AND SOLUTIONS, LLC

COST OF SERVICE:
FUNCTIONALIZED

Cost of Service Function	Amount ($000)	$/kWh (sales)	% of Total
Power Supply	$6,611	$0.05058	42%
Transmission	$2,582	$0.01976	16%
Distribution	$4,928	$0.03771	31%
Customer	$1,749	$0.01338	11%
Revenue Requirement	**$15,870**	**$0.12143**	**100%**

Note: Transmission, Distribution, Customer, and a portion of Power Supply costs are primarily fixed in nature and do not vary with changes in energy consumption.



© 2026 NEWGEN STRATEGIES AND SOLUTIONS, LLC



RATE OPTION 1

Rates Proposed on June 2, 2026

COST OF SERVICE RESULTS BY YEAR – OPTION 1

Class	Current Test Year Over/(Under) Recovery	Phase 1 Over/(Under) Recovery	Phase 2 Over/(Under) Recovery	Phase 3 Over/(Under) Recovery	Phase 4 Over/(Under) Recovery	Phase 5 Over/(Under) Recovery
Residential	(11.9%)	(10.3%)	(9.3%)	(6.5%)	(3.4%)	0.0%
General Service	3.4%	4.4%	4.3%	4.1%	3.8%	3.3%
General Service Demand	14.9%	14.8%	14.7%	14.5%	14.4%	14.3%
Contract Rates	7.4%	3.2%	4.0%	4.8%	5.2%	5.5%
Total	**(3.6%)**	**(2.7%)**	**(2.1%)**	**(0.4%)**	**1.5%**	**3.5%**

© 2026 NEWGEN STRATEGIES AND SOLUTIONS, LLC

REVENUE RESULTS BY YEAR – OPTION 1

Line Item	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Cumulative
Projected Rate Revenue	$14,286,664	$14,938,547	$15,779,903	$16,699,962	$17,691,535	N/A
Annual Revenue Requirement	$14,688,383	$15,255,116	$15,845,337	$16,460,054	$17,100,322	N/A
Projected Over/(Under) Recovery	($401,720)	($316,570)	($65,434)	$239,909	$591,213	$47,398

© 2026 NEWGEN STRATEGIES AND SOLUTIONS, LLC

RESIDENTIAL CUSTOMER CLASS– OPTION 1

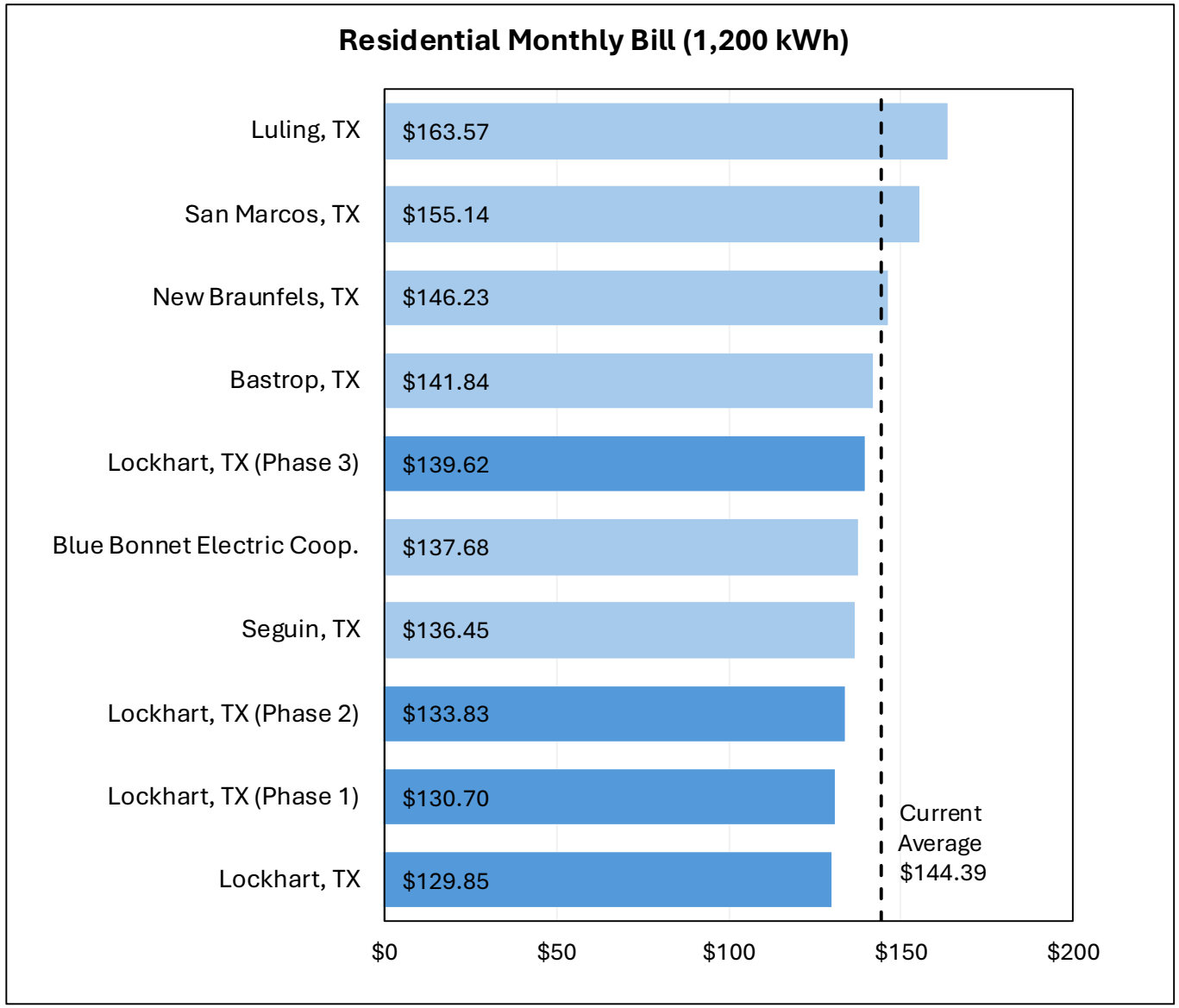
Rate Component (1)	Current Rates	Phase 1 2026	Phase 2 2027	Phase 3 2028	Phase 4 2029	Phase 5 2030
Customer Charge	$11.32	$16.00	$17.00	$20.00	$23.00	$26.50
Energy Charges ($/kWh)						
Tier 1 (0–1,200 kWh)	$0.01896	$0.02465	$0.02539	$0.02666	$0.02853	$0.03053
Tier 2 (+1,200 kWh)	$0.03250	$0.04225	$0.04352	$0.04570	$0.04890	$0.05232
Capital Improvement Rate ($/kWh)	$0.00225	$0.00225	$0.00225	$0.00225	$0.00225	$0.00225
Regulatory Charge ($/kWh)	$0.00050	$0.00050	$0.00050	$0.00050	$0.00050	$0.00050
Monthly Bill (1,200 kWh)	$129.85	$130.70	$133.83	$139.62	$146.13	$153.33
Change from Prior Phase (%)	–	0.6%	2.4%	4.3%	4.7%	4.9%
Effective Rate Increase	–	1.3%	2.1%	4.0%	4.3%	4.5%

(1) Monthly bill calculations include a forecasted Purchased Power Charge (PPC) for illustrative purposes. No changes to the current PPC calculation process are recommended in this Study.

© 2026 NEWGEN STRATEGIES AND SOLUTIONS, LLC

RESIDENTIAL BENCHMARKING

Option 1



Assumes the same pass-through of PPCs for all other utilities.

© 2026 NEWGEN STRATEGIES AND SOLUTIONS, LLC



RATE OPTION 2

All Classes Receive 2.0% Effective Rate Increase

COST OF SERVICE RESULTS BY YEAR – OPTION 2

Class	Current Test Year Over/(Under) Recovery	Phase 1 Over/(Under) Recovery	Phase 2 Over/(Under) Recovery	Phase 3 Over/(Under) Recovery	Phase 4 Over/(Under) Recovery	Phase 5 Over/(Under) Recovery
Residential	(11.9%)	(9.7%)	(8.8%)	(7.9%)	(6.9%)	(6.0%)
General Service	3.4%	6.3%	7.4%	8.4%	9.6%	10.7%
General Service Demand	14.9%	17.1%	18.3%	19.6%	20.8%	22.1%
Contract Rates	7.4%	9.1%	10.3%	11.5%	12.7%	13.9%
Total	**(3.6%)**	**(1.3%)**	**(0.3%)**	**0.7%**	**1.7%**	**2.8%**

© 2026 NEWGEN STRATEGIES AND SOLUTIONS, LLC

REVENUE RESULTS BY YEAR – OPTION 2

Line Item	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Cumulative
Projected Rate Revenue	$14,492,256	$15,206,563	$15,956,637	$16,744,767	$17,573,092	N/A
Annual Revenue Requirement	$14,688,383	$15,255,116	$15,845,337	$16,460,054	$17,100,322	N/A
Projected Over/(Under) Recovery	($196,128)	($48,554)	$111,300	$284,713	$472,770	$624,102

© 2026 NEWGEN STRATEGIES AND SOLUTIONS, LLC

RESIDENTIAL CUSTOMER CLASS– OPTION 2

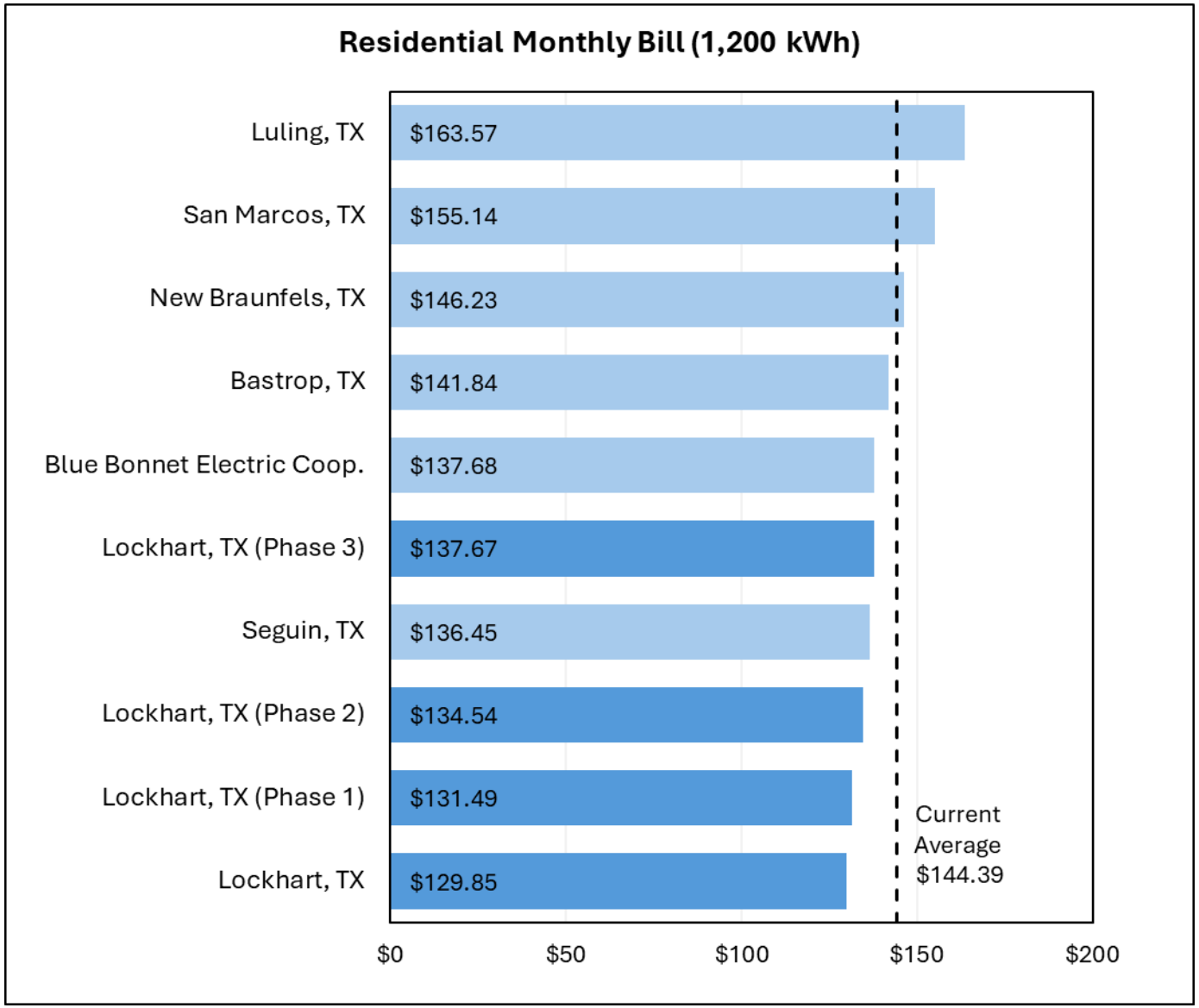
Rate Component (1)	Current Rates	Phase 1 2026	Phase 2 2027	Phase 3 2028	Phase 4 2029	Phase 5 2030
Customer Charge	$11.32	$16.00	$17.50	$19.00	$20.50	$22.00
Energy Charges ($/kWh)						
Tier 1 (0–1,200 kWh)	$0.01896	$0.02531	$0.02556	$0.02587	$0.02626	$0.02673
Tier 2 (+1,200 kWh)	$0.03250	$0.04339	$0.04382	$0.04435	$0.04502	$0.04583
Capital Improvement Rate ($/kWh)	$0.00225	$0.00225	$0.00225	$0.00225	$0.00225	$0.00225
Regulatory Charge ($/kWh)	$0.00050	$0.00050	$0.00050	$0.00050	$0.00050	$0.00050
Monthly Bill (1,200 kWh)	$129.85	$131.49	$134.54	$137.67	$140.91	$144.27
Change from Prior Phase (%)	–	1.3%	2.3%	2.3%	2.4%	2.4%
Effective Rate Increase	–	2.0%	2.0%	2.0%	2.0%	2.0%

(1) Monthly bill calculations include a forecasted PPC for illustrative purposes. No changes to the current PPC calculation process are recommended in this Study.

© 2026 NEWGEN STRATEGIES AND SOLUTIONS, LLC

RESIDENTIAL BENCHMARKING

Option 2



Assumes the same pass-through of PPCs for all other utilities.

© 2026 NEWGEN STRATEGIES AND SOLUTIONS, LLC



RATE OPTION 3

Reduced Residential Rate Increases

COST OF SERVICE RESULTS BY YEAR – OPTION 3

Class	Current Test Year Over/(Under) Recovery	Phase 1 Over/(Under) Recovery	Phase 2 Over/(Under) Recovery	Phase 3 Over/(Under) Recovery	Phase 4 Over/(Under) Recovery	Phase 5 Over/(Under) Recovery
Residential	(11.9%)	(11.1%)	(9.4%)	(7.8%)	(6.2%)	(4.7%)
General Service	3.4%	4.4%	4.3%	4.1%	3.8%	3.3%
General Service Demand	14.9%	14.8%	14.7%	14.5%	14.4%	14.3%
Contract Rates	7.4%	3.2%	4.0%	4.8%	5.2%	5.5%
Total	**(3.6%)**	**(3.3%)**	**(2.2%)**	**(1.2%)**	**(0.3%)**	**0.6%**

© 2026 NEWGEN STRATEGIES AND SOLUTIONS, LLC

REVENUE RESULTS BY YEAR – OPTION 3

Line Item	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Cumulative
Projected Rate Revenue	$14,208,849	$14,921,912	$15,655,872	$16,414,045	$17,196,293	N/A
Annual Revenue Requirement	$14,688,383	$15,255,116	$15,845,337	$16,460,054	$17,100,322	N/A
Projected Over/(Under) Recovery	($479,534)	($333,204)	($189,464)	($46,009)	$95,971	($952,240)

© 2026 NEWGEN STRATEGIES AND SOLUTIONS, LLC

RESIDENTIAL CUSTOMER CLASS – OPTION 3

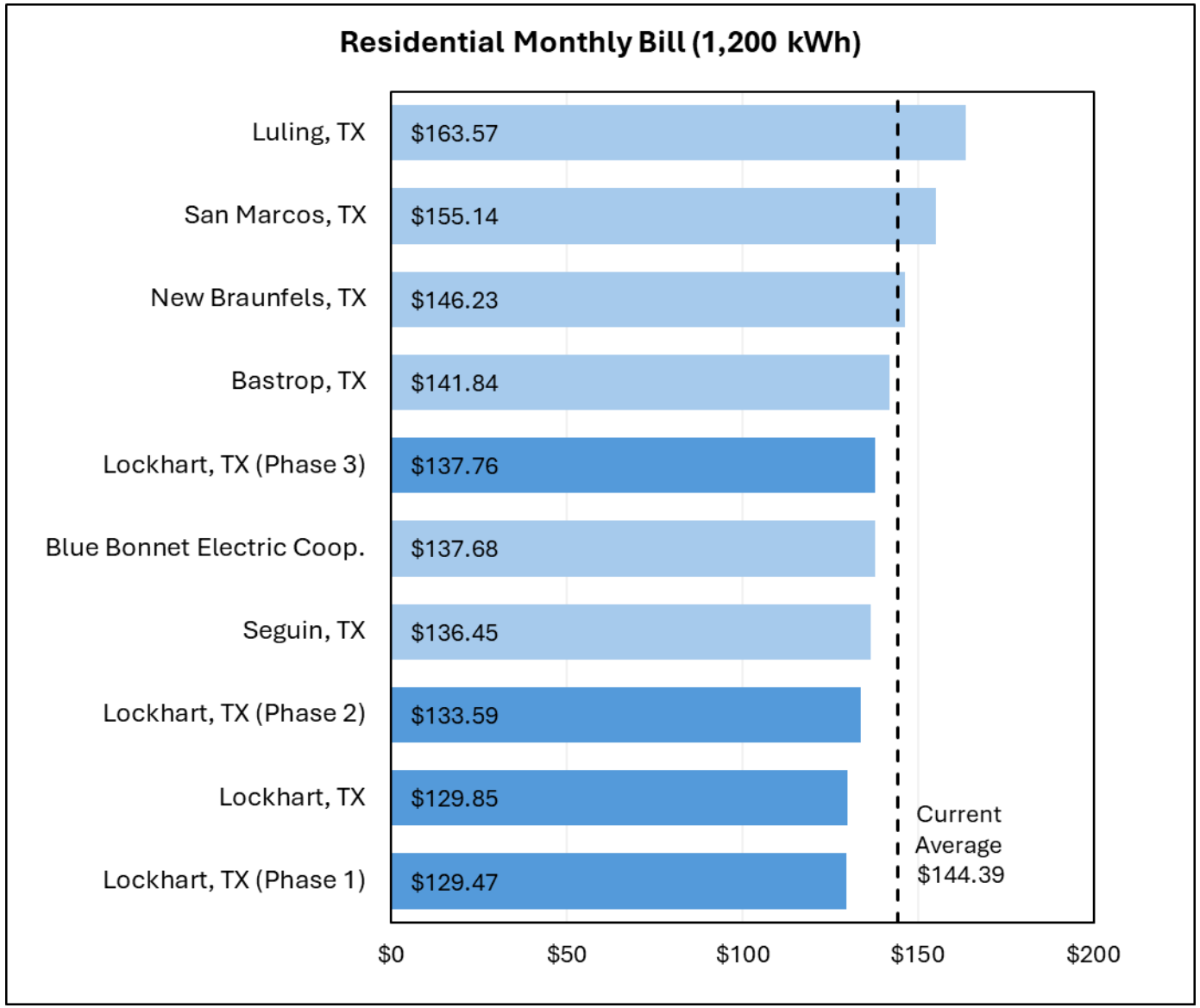
Rate Component (1)	Current Rates	Phase 1 2026	Phase 2 2027	Phase 3 2028	Phase 4 2029	Phase 5 2030
Customer Charge	$11.32	$15.00	$17.00	$19.00	$21.00	$23.00
Energy Charges ($/kWh)						
Tier 1 (0–1,200 kWh)	$0.01896	$0.02446	$0.02519	$0.02595	$0.02673	$0.02753
Tier 2 (+1,200 kWh)	$0.03250	$0.04193	$0.04319	$0.04449	$0.04582	$0.04719
Capital Improvement Rate ($/kWh)	$0.00225	$0.00225	$0.00225	$0.00225	$0.00225	$0.00225
Regulatory Charge ($/kWh)	$0.00050	$0.00050	$0.00050	$0.00050	$0.00050	$0.00050
Monthly Bill (1,200 kWh)	$129.85	$129.47	$133.59	$137.76	$141.97	$146.23
Change from Prior Phase (%)	–	(0.3%)	3.2%	3.1%	3.1%	3.0%
Effective Rate Increase	–	0.3%	2.9%	2.8%	2.7%	2.6%

(1) Monthly bill calculations include a forecasted PPC for illustrative purposes. No changes to the current PPC calculation process are recommended in this Study.

© 2026 NEWGEN STRATEGIES AND SOLUTIONS, LLC

RESIDENTIAL BENCHMARKING

Option 3



Assumes the same pass-through of PPCs for all other utilities.

© 2026 NEWGEN STRATEGIES AND SOLUTIONS, LLC



SUMMARY OF IMPACT ON RESIDENTIAL BILLS

SUMMARY: RESIDENTIAL MONTHLY BILLS

Rate Component (1)	Current Rates	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5
Option 1 – Monthly Bill	$129.85	$130.70	$133.83	$139.62	$146.13	$153.33
Option 2 – Monthly Bill	$129.85	$131.49	$134.54	$137.67	$140.91	$144.27
Option 3 – Monthly Bill	$129.85	$129.47	$133.59	$137.76	$141.97	$146.23
Option 1 – Over/(Under) Recovery	–	($401,720)	($316,570)	($65,434)	$239,909	$591,213
Option 2 – Over/(Under) Recovery	–	($196,128)	($48,554)	$111,300	$284,713	$472,770
Option 3 – Over/(Under) Recovery	–	($479,534)	($333,204)	($189,464)	($46,009)	$95,971

(1) Monthly bill calculations include a forecasted PPC for illustrative purposes. No changes to the current PPC calculation process are recommended in this Study. Based on 1,200 kWh of monthly usage.

© 2026 NEWGEN STRATEGIES AND SOLUTIONS, LLC



QUESTIONS?

NEWGEN STRATEGIES AND SOLUTIONS, LLC

225 UNION BOULEVARD, SUITE 450

LAKEWOOD, CO 80228

GRANT RABON, PARTNER
GRABON@NEWGENSTRATEGIES.NET
(512) 900-8232

JACK BUCKLEY, MANAGER
JBUCKLEY@NEWGENSTRATEGIES.NET
(303) 557-7700

APPENDIX

ACTUAL AND FORECASTED PPC

Class	Fiscal Year 2025 Average of Actuals	Budgeted Fiscal Year 2026	Forecasted Phase 1	Forecasted Phase 2	Forecasted Phase 3	Forecasted Phase 4	Forecasted Phase 5
PPC ($/kWh)	$0.07707	$0.06717	$0.06818	$0.06922	$0.07027	$0.07133	$0.07241
% Change	–	(12.8%)	1.5%	1.5%	1.5%	1.5%	1.5%

© 2026 NEWGEN STRATEGIES AND SOLUTIONS, LLC

SUMMARY: GENERAL SERVICE MONTHLY BILLS

Rate Component (1)	Current Rates	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5
Option 1 – Monthly Bill	$220.00	$222.60	$225.37	$227.66	$229.96	$231.80
Option 2 – Monthly Bill	$220.00	$226.95	$232.33	$237.86	$243.76	$249.86
Option 3 – Monthly Bill	$220.00	$222.60	$225.37	$227.66	$229.96	$231.80
Option 1 – Over/(Under) Recovery	–	($401,720)	($316,570)	($65,434)	$239,909	$591,213
Option 2 – Over/(Under) Recovery	–	($196,128)	($48,554)	$111,300	$284,713	$472,770
Option 3 – Over/(Under) Recovery	–	($479,534)	($333,204)	($189,464)	($46,009)	$95,971

(1) Monthly bill calculations include a forecasted PPC for illustrative purposes. No changes to the current PPC calculation process are recommended in this Study. Based on 1,200 kWh of monthly usage.

© 2026 NEWGEN STRATEGIES AND SOLUTIONS, LLC

SUMMARY: GENERAL SERVICE DEMAND MONTHLY BILLS

Rate Component[(1)]	Current Rates	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5
Option 1 – Monthly Bill	$2,880	$2,931	$2,978	$2,999	$3,020	$3,041
Option 2 – Monthly Bill	$2,880	$3,012	$3,073	$3,139	$3,207	$3,278
Option 3 – Monthly Bill	$2,880	$2,931	$2,978	$2,999	$3,020	$3,041
Option 1 – Over/(Under) Recovery	–	($401,720)	($316,570)	($65,434)	$239,909	$591,213
Option 2 – Over/(Under) Recovery	–	($196,128)	($48,554)	$111,300	$284,713	$472,770
Option 3 – Over/(Under) Recovery	–	($479,534)	($333,204)	($189,464)	($46,009)	$95,971

(1) Monthly bill calculations include a forecasted PPC for illustrative purposes. No changes to the current PPC calculation process are recommended in this Study. Based on 1,200 kWh of monthly usage.

© 2026 NEWGEN STRATEGIES AND SOLUTIONS, LLC

GENERAL SERVICE CLASS – OPTION 1

Rate Component (1)	Current Rates	Phase 1 2026	Phase 2 2027	Phase 3 2028	Phase 4 2029	Phase 5 2030
Customer Charge	$23.42	$32.00	$33.00	$33.50	$34.00	$34.00
Energy Charges ($/kWh)						
Tier 1 (0–6,000 kWh)	$0.03582	$0.04119	$0.04119	$0.04119	$0.04119	$0.04119
Tier 2 (6,000+ kWh)	$0.00250	$0.00288	$0.00288	$0.00288	$0.00288	$0.00288
Capital Improvement Rate ($/kWh)	$0.00225	$0.00225	$0.00225	$0.00225	$0.00225	$0.00225
Regulatory Charge ($/kWh)	$0.00050	$0.00050	$0.00050	$0.00050	$0.00050	$0.00050
Monthly Bill (1,700 kWh)	$220.00	$222.60	$225.37	$227.66	$229.96	$231.80
Change from Prior Phase (%)	–	1.2%	1.2%	1.0%	1.0%	0.8%
Effective Rate Increase	–	0.2%	0.9%	0.7%	0.7%	0.5%

(1) Monthly bill calculations include a forecasted PPC for illustrative purposes. No changes to the current PPC calculation process are recommended in this Study.

© 2026 NEWGEN STRATEGIES AND SOLUTIONS, LLC

GENERAL SERVICE DEMAND CLASS – OPTION 1

Rate Component [1]	Current Rates	Phase 1 2026	Phase 2 2027	Phase 3 2028	Phase 4 2029	Phase 5 2030
Customer Charge	$33.42	$47.00	$47.50	$47.50	$47.50	$47.50
Energy Charges ($/kWh)						
Tier 1 (0–20,000 kWh)	$0.03288	$0.03387	$0.03387	$0.03387	$0.03387	$0.03387
Tier 2 (20,000+ kWh)	$0.00250	$0.00258	$0.00258	$0.00258	$0.00258	$0.00258
Demand Charge ($/kW)	$5.75	$7.25	$7.25	$7.25	$7.25	$7.25
Capital Improvement Rate ($/kWh)	$0.00225	$0.00225	$0.00225	$0.00225	$0.00225	$0.00225
Regulatory Charge ($/kWh)	$0.00050	$0.00050	$0.00050	$0.00050	$0.00050	$0.00050
Monthly Bill (27,000 kWh & 100 kW)	$2,880	$2,931	$2,978	$2,999	$3,020	$3,041
Change from Prior Phase (%)	–	2.0%	0.7%	0.7%	0.7%	0.7%
Effective Rate Increase	–	0.0%	0.8%	0.8%	0.8%	0.8%

(1) Monthly bill calculations include a forecasted PPC for illustrative purposes. No changes to the current PPC calculation process are recommended in this Study.

© 2026 NEWGEN STRATEGIES AND SOLUTIONS, LLC

CONTRACT RATE A – OPTION 1

Rate Component (1)	Current Rates	Phase 1 2026	Phase 2 2027	Phase 3 2028	Phase 4 2029	Phase 5 2030
Customer Charge	$44.32	$56.50	$58.50	$58.50	$58.50	$58.50
Energy Charges ($/kWh)						
Tier 1 (0–120,000 kWh)	$0.04599	$0.05197	$0.05197	$0.05197	$0.05197	$0.05197
Tier 2 (120,000+ kWh)	$0.00250	$0.00283	$0.00283	$0.00283	$0.00283	$0.00283
Capital Improvement Rate ($/kWh)	$0.00225	$0.00225	$0.00225	$0.00225	$0.00225	$0.00225
Regulatory Charge ($/kWh)	$0.00050	$0.00050	$0.00050	$0.00050	$0.00050	$0.00050
Monthly Bill (160,000 kWh & 400 kW)	$15,241	$14,918	$15,045	$15,171	$15,298	$15,427
Change from Prior Phase (%)	–	(2.1%)	0.8%	0.8%	0.8%	0.8%
Effective Rate Increase	–	(4.3%)	1.0%	1.0%	1.0%	1.0%

(1) Monthly bill calculations include a forecasted PPC for illustrative purposes. No changes to the current PPC calculation process are recommended in this Study.

© 2026 NEWGEN STRATEGIES AND SOLUTIONS, LLC

CONTRACT RATE B – OPTION 1

Rate Component [(1)]	Current Rates	Phase 1 2026	Phase 2 2027	Phase 3 2028	Phase 4 2029	Phase 5 2030
Customer Charge	$44.32	$56.50	$58.50	$58.50	$58.50	$58.50
Energy Charges ($/kWh)						
Tier 1 (0–120,000 kWh)	$0.02259	$0.03276	$0.03931	$0.04560	$0.04902	$0.05197
Tier 2 (120,000+ kWh)	$0.00250	$0.00283	$0.00283	$0.00283	$0.00283	$0.00283
Capital Improvement Rate ($/kWh)	$0.00225	$0.00225	$0.00225	$0.00225	$0.00225	$0.00225
Regulatory Charge ($/kWh)	$0.00050	$0.00050	$0.00050	$0.00050	$0.00050	$0.00050
Monthly Bill (160,000 kWh & 400 kW)	$2,604	$2,649	$2,841	$3,024	$3,136	$3,237
Change from Prior Phase (%)	–	1.7%	7.2%	6.5%	3.7%	3.2%
Effective Rate Increase	–	1.6%	7.2%	6.4%	3.7%	3.2%

(1) Monthly bill calculations include a forecasted PPC for illustrative purposes. No changes to the current PPC calculation process are recommended in this Study.

© 2026 NEWGEN STRATEGIES AND SOLUTIONS, LLC

GENERAL SERVICE CLASS – OPTION 2

Rate Component (1)	Current Rates	Phase 1 2026	Phase 2 2027	Phase 3 2028	Phase 4 2029	Phase 5 2030
Customer Charge	$23.42	$33.00	$35.50	$38.50	$42.00	$45.50
Energy Charges ($/kWh)						
Tier 1 (0–6,000 kWh)	$0.03582	$0.04316	$0.04381	$0.04425	$0.04460	$0.04505
Tier 2 (6,000+ kWh)	$0.00250	$0.00301	$0.00306	$0.00309	$0.00311	$0.00314
Capital Improvement Rate ($/kWh)	$0.00225	$0.00225	$0.00225	$0.00225	$0.00225	$0.00225
Regulatory Charge ($/kWh)	$0.00050	$0.00050	$0.00050	$0.00050	$0.00050	$0.00050
Monthly Bill (1,700 kWh)	$220.00	$226.95	$232.33	$237.86	$243.76	$249.86
Change from Prior Phase (%)	–	3.2%	2.4%	2.4%	2.5%	2.5%
Effective Rate Increase	–	2.0%	2.0%	2.0%	2.0%	2.0%

(1) Monthly bill calculations include a forecasted PPC for illustrative purposes. No changes to the current PPC calculation process are recommended in this Study.

© 2026 NEWGEN STRATEGIES AND SOLUTIONS, LLC

GENERAL SERVICE DEMAND CLASS – OPTION 2

Rate Component [1]	Current Rates	Phase 1 2026	Phase 2 2027	Phase 3 2028	Phase 4 2029	Phase 5 2030
Customer Charge	$33.42	$50.50	$66.00	$86.00	$107.50	$132.50
Energy Charges ($/kWh)						
Tier 1 (0–20,000 kWh)	$0.03288	$0.03485	$0.03485	$0.03485	$0.03485	$0.03485
Tier 2 (20,000+ kWh)	$0.00250	$0.00265	$0.00265	$0.00265	$0.00265	$0.00265
Demand Charge ($/kW)	$5.75	$7.75	$8.00	$8.25	$8.50	$8.75
Capital Improvement Rate ($/kWh)	$0.00225	$0.00225	$0.00225	$0.00225	$0.00225	$0.00225
Regulatory Charge ($/kWh)	$0.00050	$0.00050	$0.00050	$0.00050	$0.00050	$0.00050
Monthly Bill (27,000 kWh & 100 kW)	$2,880	$3,012	$3,073	$3,139	$3,207	$3,278
Change from Prior Phase (%)	–	4.6%	2.0%	2.1%	2.2%	2.2%
Effective Rate Increase	–	2.0%	2.0%	2.0%	2.0%	2.0%

(1) Monthly bill calculations include a forecasted PPC for illustrative purposes. No changes to the current PPC calculation process are recommended in this Study.

© 2026 NEWGEN STRATEGIES AND SOLUTIONS, LLC

CONTRACT RATE A – OPTION 2

Rate Component [1]	Current Rates	Phase 1 2026	Phase 2 2027	Phase 3 2028	Phase 4 2029	Phase 5 2030
Customer Charge	$44.32	$62.50	$66.00	$69.50	$73.00	$77.00
Energy Charges ($/kWh)						
Tier 1 (0–120,000 kWh)	$0.04599	$0.06209	$0.06395	$0.06587	$0.06785	$0.06975
Tier 2 (120,000+ kWh)	$0.00250	$0.00338	$0.00348	$0.00358	$0.00369	$0.00379
Capital Improvement Rate ($/kWh)	$0.00225	$0.00225	$0.00225	$0.00225	$0.00225	$0.00225
Regulatory Charge ($/kWh)	$0.00050	$0.00050	$0.00050	$0.00050	$0.00050	$0.00050
Monthly Bill (160,000 kWh & 400 kW)	$15,241	$16,160	$16,516	$16,880	$17,252	$17,618
Change from Prior Phase (%)	–	6.0%	2.2%	2.2%	2.2%	2.1%
Effective Rate Increase	–	2.0%	2.0%	2.0%	2.0%	2.0%

(1) Monthly bill calculations include a forecasted PPC for illustrative purposes. No changes to the current PPC calculation process are recommended in this Study.

© 2026 NEWGEN STRATEGIES AND SOLUTIONS, LLC

CONTRACT RATE B – OPTION 2

Rate Component (1)	Current Rates	Phase 1 2026	Phase 2 2027	Phase 3 2028	Phase 4 2029	Phase 5 2030
Customer Charge	$44.32	$58.00	$70.00	$84.00	$101.00	$116.50
Energy Charges ($/kWh)						
Tier 1 (0–120,000 kWh)	$0.02259	$0.03309	$0.03375	$0.03443	$0.03512	$0.03582
Tier 2 (120,000+ kWh)	$0.00250	$0.00366	$0.00373	$0.00380	$0.00388	$0.00396
Capital Improvement Rate ($/kWh)	$0.00225	$0.00225	$0.00225	$0.00225	$0.00225	$0.00225
Regulatory Charge ($/kWh)	$0.00050	$0.00050	$0.00050	$0.00050	$0.00050	$0.00050
Monthly Bill (160,000 kWh & 400 kW)	$2,604	$2,659	$2,713	$2,770	$2,831	$2,891
Change from Prior Phase (%)	–	2.1%	2.1%	2.1%	2.2%	2.1%
Effective Rate Increase	–	2.0%	2.0%	2.0%	2.0%	2.0%

(1) Monthly bill calculations include a forecasted PPC for illustrative purposes. No changes to the current PPC calculation process are recommended in this Study.

© 2026 NEWGEN STRATEGIES AND SOLUTIONS, LLC

GENERAL SERVICE CLASS – OPTION 3

Rate Component [(1)]	Current Rates	Phase 1 2026	Phase 2 2027	Phase 3 2028	Phase 4 2029	Phase 5 2030
Customer Charge	$23.42	$32.00	$33.00	$33.50	$34.00	$34.00
Energy Charges ($/kWh)						
Tier 1 (0–6,000 kWh)	$0.03582	$0.04119	$0.04119	$0.04119	$0.04119	$0.04119
Tier 2 (6,000+ kWh)	$0.00250	$0.00288	$0.00288	$0.00288	$0.00288	$0.00288
Capital Improvement Rate ($/kWh)	$0.00225	$0.00225	$0.00225	$0.00225	$0.00225	$0.00225
Regulatory Charge ($/kWh)	$0.00050	$0.00050	$0.00050	$0.00050	$0.00050	$0.00050
Monthly Bill (1,700 kWh)	$220.00	$222.60	$225.37	$227.66	$229.96	$231.80
Change from Prior Phase (%)	–	1.2%	1.2%	1.0%	1.0%	0.8%
Effective Rate Increase	–	0.2%	0.9%	0.7%	0.7%	0.5%

(1) Monthly bill calculations include a forecasted PPC for illustrative purposes. No changes to the current PPC calculation process are recommended in this Study.

© 2026 NEWGEN STRATEGIES AND SOLUTIONS, LLC

GENERAL SERVICE DEMAND CLASS – OPTION 3

Rate Component [(1)]	Current Rates	Phase 1 2026	Phase 2 2027	Phase 3 2028	Phase 4 2029	Phase 5 2030
Customer Charge	$33.42	$47.00	$47.50	$47.50	$47.50	$47.50
Energy Charges ($/kWh)						
Tier 1 (0–20,000 kWh)	$0.03288	$0.03387	$0.03387	$0.03387	$0.03387	$0.03387
Tier 2 (20,000+ kWh)	$0.00250	$0.00258	$0.00258	$0.00258	$0.00258	$0.00258
Demand Charge ($/kW)	$5.75	$7.25	$7.25	$7.25	$7.25	$7.25
Capital Improvement Rate ($/kWh)	$0.00225	$0.00225	$0.00225	$0.00225	$0.00225	$0.00225
Regulatory Charge ($/kWh)	$0.00050	$0.00050	$0.00050	$0.00050	$0.00050	$0.00050
Monthly Bill (27,000 kWh & 100 kW)	$2,880	$2,931	$2,978	$2,999	$3,020	$3,041
Change from Prior Phase (%)	–	2.0%	0.7%	0.7%	0.7%	0.7%
Effective Rate Increase	–	0.0%	0.8%	0.8%	0.8%	0.8%

(1) Monthly bill calculations include a forecasted PPC for illustrative purposes. No changes to the current PPC calculation process are recommended in this Study.

© 2026 NEWGEN STRATEGIES AND SOLUTIONS, LLC

CONTRACT RATE A – OPTION 3

Rate Component (1)	Current Rates	Phase 1 2026	Phase 2 2027	Phase 3 2028	Phase 4 2029	Phase 5 2030
Customer Charge	$44.32	$56.50	$58.50	$58.50	$58.50	$58.50
Energy Charges ($/kWh)						
Tier 1 (0–120,000 kWh)	$0.04599	$0.05197	$0.05197	$0.05197	$0.05197	$0.05197
Tier 2 (120,000+ kWh)	$0.00250	$0.00283	$0.00283	$0.00283	$0.00283	$0.00283
Capital Improvement Rate ($/kWh)	$0.00225	$0.00225	$0.00225	$0.00225	$0.00225	$0.00225
Regulatory Charge ($/kWh)	$0.00050	$0.00050	$0.00050	$0.00050	$0.00050	$0.00050
Monthly Bill (160,000 kWh & 400 kW)	$15,241	$14,918	$15,045	$15,171	$15,298	$15,427
Change from Prior Phase (%)	–	(2.1%)	0.8%	0.8%	0.8%	0.8%
Effective Rate Increase	–	(4.3%)	1.0%	1.0%	1.0%	1.0%

(1) Monthly bill calculations include a forecasted PPC for illustrative purposes. No changes to the current PPC calculation process are recommended in this Study.

© 2026 NEWGEN STRATEGIES AND SOLUTIONS, LLC

CONTRACT RATE B – OPTION 3

Rate Component (1)	Current Rates	Phase 1 2026	Phase 2 2027	Phase 3 2028	Phase 4 2029	Phase 5 2030
Customer Charge	$44.32	$56.50	$58.50	$58.50	$58.50	$58.50
Energy Charges ($/kWh)						
Tier 1 (0–120,000 kWh)	$0.02259	$0.03276	$0.03931	$0.04560	$0.04902	$0.05197
Tier 2 (120,000+ kWh)	$0.00250	$0.00283	$0.00283	$0.00283	$0.00283	$0.00283
Capital Improvement Rate ($/kWh)	$0.00225	$0.00225	$0.00225	$0.00225	$0.00225	$0.00225
Regulatory Charge ($/kWh)	$0.00050	$0.00050	$0.00050	$0.00050	$0.00050	$0.00050
Monthly Bill (160,000 kWh & 400 kW)	$2,604	$2,649	$2,841	$3,024	$3,136	$3,237
Change from Prior Phase (%)	–	1.7%	7.2%	6.5%	3.7%	3.2%
Effective Rate Increase	–	1.6%	7.2%	6.4%	3.7%	3.2%

(1) Monthly bill calculations include a forecasted PPC for illustrative purposes. No changes to the current PPC calculation process are recommended in this Study.

© 2026 NEWGEN STRATEGIES AND SOLUTIONS, LLC

SUMMARY: CONTRACT RATE A MONTHLY BILLS

Rate Component (1)	Current Rates	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5
Option 1 – Monthly Bill	$15,241	$14,918	$15,045	$15,171	$15,298	$15,427
Option 2 – Monthly Bill	$15,241	$16,160	$16,516	$16,880	$17,252	$17,618
Option 3 – Monthly Bill	$15,241	$14,918	$15,045	$15,171	$15,298	$15,427
Option 1 – Over/(Under) Recovery		($401,720)	($316,570)	($65,434)	$239,909	$591,213
Option 2 – Over/(Under) Recovery		($196,128)	($48,554)	$111,300	$284,713	$472,770
Option 3 – Over/(Under) Recovery		($479,534)	($333,204)	($189,464)	($46,009)	$95,971

(1) Monthly bill calculations include a forecasted PPC for illustrative purposes. No changes to the current PPC calculation process are recommended in this Study. Based on 1,200 kWh of monthly usage.

© 2026 NEWGEN STRATEGIES AND SOLUTIONS, LLC

SUMMARY: CONTRACT RATE B MONTHLY BILLS

Rate Component (1)	Current Rates	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5
Option 1 – Monthly Bill	$2,604	$2,649	$2,841	$3,024	$3,136	$3,237
Option 2 – Monthly Bill	$2,604	$2,659	$2,713	$2,770	$2,831	$2,891
Option 3 – Monthly Bill	$2,604	$2,649	$2,841	$3,024	$3,136	$3,237
Option 1 – Over/(Under) Recovery		($401,720)	($316,570)	($65,434)	$239,909	$591,213
Option 2 – Over/(Under) Recovery		($196,128)	($48,554)	$111,300	$284,713	$472,770
Option 3 – Over/(Under) Recovery		($479,534)	($333,204)	($189,464)	($46,009)	$95,971

(1) Monthly bill calculations include a forecasted PPC for illustrative purposes. No changes to the current PPC calculation process are recommended in this Study. Based on 1,200 kWh of monthly usage.

© 2026 NEWGEN STRATEGIES AND SOLUTIONS, LLC

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: June 16, 2026

AGENDA ITEM CAPTION: Presentation by Non-Profit and Special Interest Organizations requesting funding for an annual contribution from the City of Lockhart for Fiscal Year 2026-2027.

ORIGINATING DEPARTMENT AND CONTACT: Finance - Keeli Howard

ACTION REQUESTED: Direction

BACKGROUND/SUMMARY/DISCUSSION: On May 19, 2026, non-profit organizations that offer services to City of Lockhart residents were contacted regarding the upcoming Fiscal Year 2026-2027 (FYE 2027) request for funding.

Each organization was asked to provide the following information:

- Mission and benefit statement.
- Current financial statements.
- Uses of prior City contribution.
- FYE 2027 request and how those funds are to be spent.
- Identify efforts to secure funding from other entities in Caldwell County.

A presentation to the City Council is requested prior to funding determination. The following requests and presentations were received:

- Ascension Seton Hays Foundation Care-A-Van - $10,000
- Caldwell County Food Bank - $15,000
- CASA of Central Texas - $12,000
- Combined Community Action - Meals on Wheels - $8,000
- HartWell Center, Inc. - $10,416
- Hays-Caldwell Women's Center - $12,000
- Lockhart Area Senior Citizen Center - $4,000

City Council will determine funding appropriations at the July 7, 2026 meeting.

PROJECT SCHEDULE (if applicable):

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

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION:

LIST OF SUPPORTING DOCUMENTS: FYE 2027 - Non-profit Contribution History, FYE 2027 - Funding Request Applications

City of Lockhart
Historical Contributions to Non-Profit/Special Interest Organizations

Organization	FYE 2024	FYE 2025	FYE 2026	FYE 2027 Requested
Caldwell County Food Bank	10,900	5,000	10,000	15,000
Care-A-Van	10,000	5,000	10,000	10,000
CASA of Central Texas, Inc.	13,000	12,000	12,000	12,000
Combined Community Action - Meals on Wheels	8,800	8,000	10,000	8,000
HartWell Center	-	-	-	10,416
Hays-Caldwell Women's Center	9,745	10,000	10,000	12,000
Lockhart Area Senior Citizen Center	5,085	4,000	4,000	4,000
Take Me Home - Advocates for Transport	-	5,000	10,000	-
Totals:	**57,530**	**49,000**	**66,000**	**71,416**

*Funding for Take Me Home - Advocates for Transport is being considered in the FYE 2027 Operating Budget through a contract for services with the Animal Control department.

NON-PROFIT/SPECIAL INTEREST ORGANIZATIONS FUNDING REQUESTS

FYE 2027

CALDWELL COUNTY FOOD BANK

$15,000

CALDWELL COUNTY FOOD BANK
A Christian Ministry

June 2, 2026

Lockhart City Council
308 W. San Antonio Street
Lockhart, Texas 78644

Dear Council Members:

Over the last year our organization has continued to grow in all areas of programming. Each of our six programs is design to assist Caldwell County residents experiencing food insecurity. While we are a county resource, 65% of our food bank clients are Lockhart residents. Currently, we distribute approximately 2200 food baskets monthly equating to over 1,400 baskets going to families in Lockhart. In addition, our backpack program assists 350 children in LISD schools and over 400 Lockhart seniors receive our Healthy Options Program for the Elderly (HOPE) bags each month.

Our community meals program, Feeding Caldwell County, serves 400 hot meals each week, 1600 meals monthly to Lockhart residents in partnership with our faith partners at First Methodist Church and Lockhart Church of Christ.

This year, we are requesting $15,000 from the City of Lockhart. We continue to experience food sourcing challenges related to economic conditions. Food inventory shortages remain due to high food cost and limited availability. We have partnered with Central Texas Food Bank to access a wholesale club program that provides an opportunity to purchase food items not currently available on our normal shopping list. Funds received from the City of Lockhart will be used to purchase food for our grocery basket program and backpack program.

Caldwell County Food Bank is the largest food resource in Caldwell County, and we are committed to providing an essential service to our community. The demand for services continues to grow and we have met the need at every opportunity. In addition, we partner with several smaller county non-profits to provide inventory support to increase our impact in fighting hunger in Caldwell County.

Thank you for your consideration,

Meredith

Meredith Jakovich
Executive Director

CALDWELL COUNTY FOOD BANK
A Christian Ministry

Request for Proposal Responses

1. The mission of Caldwell County Food Bank is
   We provide solutions for food insecurity in Caldwell County

2. Current Financial Statements
   March 2026 Financial Reports are included in the packet as presented and approved by the CCFB Board of Directors on April 16, 2026.

3. Previous contributions from the City of Lockhart
   The last contribution, in the amount of $10,000 was used to purchase food inventory for our grocery basket program and backpack program.

4. We are requesting $15,000 from the City of Lockhart to be used to purchase wholesale food for our grocery basket program and food for our backpack program.

5. Funding efforts
   We have a strong fundraising program designed to implement targeted marketing efforts categorized by donor type. We have an active Community Partners Program and individual giving program. We have long standing positive grant and private foundation support.

   Regarding county resources, we have received grants from Caldwell County Community Services Foundation. We've presented to Luling City Council and continue efforts to gain support.

CCFB

CALDWELL COUNTY FOOD BANK

A Christian Ministry

Vision Statement

A nourished community

Mission Statement

We provide solutions for food insecurity within Caldwell County

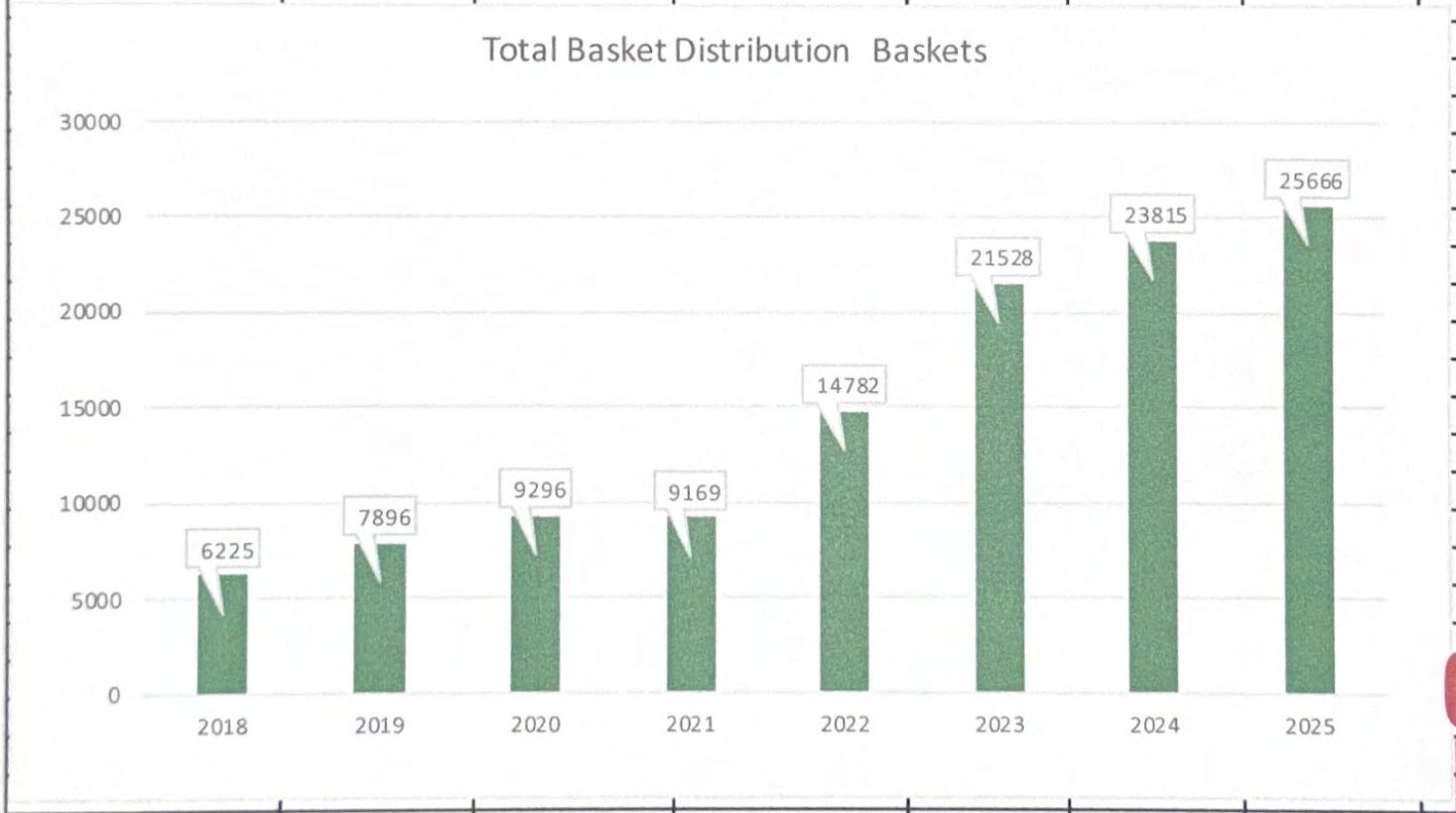
Financial Report FY25-26
MARCH 2026

	FLNB-Lockhart	$244,782.11	Interest	$6.95
	Bank OZK (Payroll)	$86,449.00	Interest	$3.58
	Bank OZK (CD) 2673 (03/23/2026)	$56,537.28	4.4% Interest	$177.96
	Bank OZK (CD) 4925 (03/09/2026)	$54,505.03	4.98% Interest	$163.56
Bank Balances 03/31/26		$442,273.42	Interest	$352.05

Expense	Budgeted FY25-26	Expenses YTD	Monthly Expenses	emaining FY25-26
Board Administration	$300.00	$0.00	$0.00	$ 300.00
Building Maintenance and Repair	$3,000.00	$99.02	$0.00	$ 2,900.98
Consumable Supplies	$10,000.00	$5,626.22	$12.32	$ 4,373.78
Equipment and Furniture	$10,000.00	$2,408.20	$600.42	$ 7,591.80
Food	$125,000.00	$30,254.31	$4,661.92	$ 94,745.69
Garden Expenses	$5,000.00	$2,541.75	$507.95	$ 2,458.25
Insurance	$3,200.00	$1,073.02	$38.48	$ 2,126.98
Marketing & Advertising	$8,000.00	$6,395.91	$1,166.37	$ 1,604.09
Office Supplies	$4,500.00	$1,675.05	$413.65	$ 2,824.95
Gross Payroll	$217,110.00	$103,218.34	$15,772.76	$ 113,891.66
Payroll taxes	$16,608.92	$7,651.68	$1,145.46	$ 8,957.24
Professional Services	$7,500.00	$4,017.87	$186.58	$ 3,482.13
Staff Retention	$3,000.00	$21.61	$0.00	$ 2,978.39
Information Technology	$6,000.00	$3,579.17	$439.21	$ 2,420.83
Training	$1,000.00	$282.00	$47.00	$ 718.00
Uniforms and Accessories	$5,000.00	$731.69	$731.69	$ 4,268.31
Utilities	$9,000.00	$3,503.20	$602.56	$ 5,496.80
Van	$2,000.00	$3,075.77	$1,875.83	$ (1,075.77)
Volunteer Retention	$5,500.00	$3,476.25	$540.93	$ 2,023.75
Totals	**$441,718.92**	**$ 179,631.06**	**$ 28,743.13**	**$ 262,087.86**

Revenue Summary FY 2025-2026							
Projected Revenue FY25-26	$265,500.00						
	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	
Churches	$ 339.00	$ 3,764.00	$ 1,660.00	$ 1,339.00	$ 189.00	$ 704.00	
Organizations	$ -	$ 305.00	$ 3,947.00	$ -	$ -	$ -	
Individuals	$ 5,228.47	$ 18,380.64	$ 13,343.44	$ 13,937.63	$ 5,121.71	$ 4,780.69	
Businesses	$ 1,000.00	$ -	$ 6,583.00	$ -	$ 1,600.00	$ -	
Foundations/Grants	$ 6,250.00	$ 40,000.00	$ 11,650.00	$ 319.60	$ 119.48	$ 40,000.00	
Government Agencies	$ -	$ -	$ -	$ -	$ 10,000.00	$ -	
Interest	$404.59	$406.14	$373.83	$386.79	$386.51	$ 352.05	
TOTAL	**$ 13,222.06**	**$ 62,855.78**	**$ 37,557.27**	**$ 15,983.02**	**$ 17,416.70**	**$ 45,836.74**	
	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Sep-26	YTD TOTAL
Churches	$ 1,139.00	$ -	$ -	$ -	$ -	$ -	**$ 9,134.00**
Organizations	$ 28,017.06	$ -	$ -	$ -	$ -	$ -	**$ 32,269.06**
Individuals	$ -	$ -	$ -	$ -	$ -	$ -	**$ 60,792.58**
Businesses	$ -	$ -	$ -	$ -	$ -	$ -	**$ 9,183.00**
Foundations/Grants	$ -	$ -	$ -	$ -	$ -	$ -	**$ 98,339.08**
Government Agencies	$ -	$ -	$ -	$ -	$ -	$ -	**$ 10,000.00**
Interest	$389.86	$ -	$ -	$ -	$ -	$ -	**$ 2,699.77**
Other	$0.00						**$0.00**
TOTAL	**$ 29,545.92**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 222,417.49**

Total Basket Distribution	
Year	Baskets
2018	6225
2019	7896
2020	9296
2021	9169
2022	14782
2023	21528
2024	23815
2025	25666



CCFB
CALDWELL COUNTY FOOD BANK
A Christian Ministry

CCFB | CALDWELL COUNTY FOOD BANK
A Christian Ministry

Available Resources

FOOD BASKETS

- Available at the Food Bank M,W,Th 10-2 and Tuesdays 12-6
- 901 Bois D'Arc in Lockhart
- 2 baskets per month per household

HEALTHY OPTIONS PROGRAM FOR THE ELDERLY (HOPE)

- Available for ages 60 & older during the Food Bank hours
- 3rd and 4th weeks of the month
- One bag per person monthly

COMMUNITY MEALS

- Prepared hot meals available at our church partner locations weekly
- Tuesdays - Lockhart Church of Christ and Luling At The Well Ministries
- Wednesdays - Lockhart United Methodist Church
- All meals are served from 5:00 pm to 6:00 pm
- Dining in encouraged, take-out meals limited to 2 per person

MOBILE MARKETS

- Luling - first Wednesday of the month - Zedler Mill
- Dale - third Wednesday of the month - Alma Brewer Strawn Elementary
- Markets are from 9:00 am to 10:00 am

BACKPACKS

- The Backpack Program is available at all Caldwell County public schools
- Distributed monthly during the school year
- Please contact your school counselor to sign up

NON-PROFIT/SPECIAL INTEREST ORGANIZATIONS FUNDING REQUESTS

FYE 2027

CALDWELL COUNTY FOOD BANK

$15,000

June 5, 2026

City of Lockhart
FYE 2027 Non-Profit Funding Request
Attn: Finance Department
308 W. San Antonio St.
Lockhart, Texas 78644

Dear Mayor and Council Members,

On behalf of the children who rely on the Ascension Seton Edgar B. Davis Children's Care-a-Van for essential pediatric care, we would like to thank the City of Lockhart for your continued support. Your support has made it possible to create one of the first pediatric mobile care units in the country and continue operating for over 20 years. You are making care possible for thousands of children across Lockhart and Caldwell County.

We are grateful for the opportunity to present the City of Lockhart the attached funding proposal totaling $10,000 to benefit the Children's Healthcare Endowment at Ascension Seton Edgar B. Davis. Your support will strengthen the long-term sustainability of the program, while also helping to expand and enhance the services on the Ascension Seton Edgar B. Davis Children's Care-a-Van.

I welcome your questions and look forward to presenting this proposal at your upcoming meeting. Thank you for your continued partnership.

Best Regards,

Sam Regonini
Associate Director of Development, Ascension Seton Hays Foundation

2026 Care-a-Van Funding Request

The Ascension Seton Edgar B. Davis Care-A-Van continues to be a high priority for our hospital leaders. Our current funding focus is on building an endowment to ensure the long-term sustainability of the Care-A-Van. Below is a history and information about the Care-a-Van along with a description of the endowment.

Funding Request for 2026:

$10,000 for the Children's Healthcare Endowment at Ascension Seton Edgar B. Davis
Use: endowment earnings will be used for operational and capital expenses for the Ascension Seton Edgar B. Davis Children's Care-a-Van. See page 4 for more details.

Our goal—meeting healthcare needs here

As our community continues to grow, our children must be able to receive primary care here, in Caldwell County, at Ascension Seton.

TABLE OF CONTENTS

Ascension Seton Edgar B. Davis Children's Care-a-Van Overview 3

Children's Healthcare Endowment at Ascension Seton Edgar B. Davis 4

City of Lockhart Giving History Snapshot 5

2026 Care-a-Van Funding Request

Ascension Seton Edgar B. Davis Care-a-Van Overview

Building an endowment to fund the operations and future capital needs for the Ascension Seton Edgar B. Davis Care-a-Van in perpetuity.

The Ascension Seton Edgar B. Davis Care-a-Van began in 2003 with initial support from the Michael and Susan Dell Foundation and has continued to serve the Caldwell County community with the support of local businesses, community members and grants. In the past 23 years, this outreach has directly aided and improved the health of approximately 40,000 medically underserved children.

The Care-a-Van is the medical home for thousands of families across Caldwell County. The Care-a-Van is critical to the families in need of accessible, affordable, quality care when otherwise facing many barriers to access (transportation, funding, issues related to being undocumented, etc.) Through partnerships with schools and other organizations, the consistency and availability of this mobile clinic ensures a medical home. Children are charged a flat rate of $20 for each visit, even without insurance.

With support from the City of Lockhart, a new Care-a-Van was purchased in 2024 to replace the previous vehicle at the end of its service life. This year, the Care-a-Van resumed its mobile schedule, bringing healthcare directly to children across Caldwell County including a stop at the Pegasus School in Lockhart. With a new vehicle, dedicated provider, and renewed mobile outreach, the Care-a-Van is well-positioned to continue serving local children and families for years to come.

Impact during FY26

- 1,384 total children served; 1,521 total visits
- 1,072 immunizations
- 72 new patients served

Patient Demographics:

- 72% self-identifying as Hispanic
- Race: Caucasian (70%), Mixed-Race/other (8%), African American (9%), or Unspecified (13%)
- Adolescents, ages 11-18 (29%)
- Elementary ages 6-10 (19%)
- Pre-K/Kindergarten ages 4-5 (11%)
- Infants/Toddlers ages 0-3 (41%)
- 55% of patients live in Lockhart

Insurance Coverage:

- None (20%)
- Medicaid/CHIP (52%)
- Private Insurance (28%)



2026 Care-a-Van Funding Request

Children's Healthcare Endowment at Ascension Seton Edgar B. Davis

The Children's Healthcare Endowment at Ascension Seton Edgar B. Davis will ensure children in the Caldwell County area continue to receive the highest level of medical care now, and for generations to come.

Your gift will be invested into a pooled fund, and the principal is preserved while distributions support the endowment's purpose. Investment earnings above distribution help the endowment value grow over time, to keep pace with inflation and maintain the endowments spending power. Ascension Seton Foundations grant 4% of the endowment's market value annually to support the purpose of the endowment while reinvesting the remaining earnings to grow the endowment.

The Children's Healthcare Endowment at Ascension Seton Edgar B. Davis will support*:

- Operational and capital expenses for the Ascension Seton Edgar B. Davis Children's Care-a-Van
- Additionally, the endowment will allow the use of corpus (principal funds) to purchase or replace a mobile unit (capital)

Texas has the highest rate of uninsured children in the country at 13.6%. The Care-a-Van fills a unique role in Caldwell County by providing accessible primary care to children covered by Medicaid and CHIP and those who are uninsured.. As the population in Caldwell County continues to increase, the need every year will also increase as the Care-a-Van is the safety net and primary medical home for uninsured or underinsured children.

Our objective is to ensure sustainability of this program to meet the needs of every child. This endowment will be the primary source of long-term funding for the Ascension Seton Edgar B. Davis Care-a-Van.

**If this program no longer needs financial support these funds will be used for pediatric healthcare for patients in Caldwell County and the surrounding rural communities.*

Community Support of the Endowment To Date

Total Goal: $1,500,000
Raised to date: $452,860
Total Donors: 91

- Ascension Seton Associate Donors: 57
- Community Donors: 34

2026 Care-a-Van Funding Request

The City of Lockhart's Impact on Children's Healthcare

The City of Lockhart has been a valued partner of the Seton Foundations since 2003. We are grateful for your support and changing healthcare for Caldwell County.

- **$42,000** Overall Giving
- First Gift in **2003**
- **$10,000** Largest Gift to support the purchase of a new van in 2023
- **$14,400** to the annual operational expenses for the Care-A-Van
- **$17,500** for the Children's Healthcare Endowment at Ascension Seton Edgar B. Davis



Impact of previous giving

The City of Lockhart's investment in the Care-A-Van has had a lasting impact on healthcare access for local children. With the City's support, a new mobile unit was purchased in 2024 and is now serving children throughout Caldwell County and at Pegasus School in Lockhart. The new unit has improved reliability, expanded our ability to deliver care in the community, and positioned the program for long-term success.

The City's contribution to the Children's Healthcare Endowment also helped strengthen the program's financial sustainability. In 2026, the endowment provided $15,967.12 in operational support for the Care-A-Van, helping ensure children continue to receive care regardless of their family's ability to pay. As the endowment continues to grow, it will provide increasing support for operations while also helping fund future mobile unit replacement needs, ensuring this vital resource remains available to children and families for gene
rations to come.

Departmental Income Statement Static Trend
Business Unit Number AND Name: 30020 - TXAUS Asc Seton Edgar B Davis
Department Number AND Name: 30650 - EBD LockhartMobRuralHlthClinic
For the Month Ended: 06/30/2025

Account Node	Results (FY runs July-June)		
	FYTD Actual May-25	FYTD Actual Jun-24	FYTD Actual Jun-23
Operating Revenues			
Gross Revenue			
Outpatient Physician Revenue	$59,203	$526,489	$443,649
Total Gross Revenue	**$59,203**	**$526,489**	**$443,649**
Revenue Deductions			
Charity Care	$17,462	$104,216	$65,162
Medicaid Deductions Other	($18,914)	($27,945)	($15,132)
HMO/PPO Deductions	$2,882	$19,728	$8,834
Blue Cross Deductions	$2,222	$24,849	$22,461
Commercial Deductions	$114	$1,558	$636
Other Contractual Deductions	$1,084	$9,712	$8,457
Other Deductions	$2,423	($5,255)	$9,278
Net Patient Bad Debt	$1,285	$2,888	$6,144
Total Revenue Deductions	**$8,559**	**$130,651**	**$105,839**
Net Patient Service Revenue	**$50,644**	**$395,838**	**$337,809**
Other Revenue			
Foundation Transfers Revenue	$234,095	$0	$28,454
Other Miscellaneous Revenue	($138,309)	$1,812	$20
Total Other Revenue	**$95,786**	**$1,812**	**$28,474**
Total Operating Revenues	**$146,430**	**$397,649**	**$366,283**
Operating Expenses			
Salary & Wages	$67,206	$201,558	$164,983
Employee Benefits	$5,258	$14,440	$11,678
Purchased Services	$51,770	$20,914	$16,317
Supplies Expense	$0	$16,868	$25,265
Minor Equipment	$2,995	$285	$480
Maintenance Repair	$14,432	$17,337	$2,384
Utilities	$2,216	$2,110	$2,365
Travel/Seminars/Education	$0	$1,180	$0
Public Relations	$0	$0	$77
Intrco Oth Operating Exp	$0	$0	$10
Other Expense	$5,253	$896	$811
Depreciation Expense	$78,183	$0	$0
Total Operating Expenses	**$227,313**	**$275,589**	**$224,350**
Income(Loss) from Recurring Operation	**($80,883)**	**$122,060**	**$141,934**
Net Income (Loss)	**($80,883)**	**$122,060**	**$141,934**

NON-PROFIT/SPECIAL INTEREST ORGANIZATIONS FUNDING REQUESTS

FYE 2027

CASA OF CENTRAL TEXAS

$12,000

CASA
CASA OF CENTRAL TEXAS, INC.
www.casacentex.org

Every Child Has a Chance - It's You®
1308 E. Common, Suite 205
New Braunfels, Texas 78130
830.626.2272
512.392.3578
FAX: 830.626.3636

Serving Caldwell, Comal, Guadalupe & Hays Counties

Mayor Lew White, City of Lockhart
c/o Keeli Michna, Finance Director
308 W. San Antonio St
Lockhart, TX 78644

5/28/2026

Dear Mayor White & Esteemed City Council Members:

Thank you for inviting CASA of Central Texas, Inc. to work with the City of Lockhart again this year on a contribution request. We envision a world where every child thrives in a safe, stable and loving home.

CASA of Central Texas respectfully requests $12,000 for recruiting, training and supporting more community volunteers to advocate for abused and neglected children in the court system. In 2025, we served 27 children from Caldwell County (10 from Lockhart); however, an additional 30 children did not have the voice of a CASA volunteer advocating for their best interests in the courts, schools, and child welfare system.

Per your instructions, our Council presentation materials include the following:

1) The mission and benefit of our organization
2) Current financial statements
3) Requested amount for the City's 2026-27 budget year and how those funds will be spent.
4) Identified efforts to secure funding from other entities in Caldwell County.
5) Additional documents
    - IRS 501(c)3 letter,
    - 2025 Annual/Impact Report

Again, we appreciate your consideration and support, and we look forward to seeing you for our presentation to the Council on June 16, 2026. Please contact me if you have any questions or require additional information.

Sincerely,

Norma Castilla-Blackwell
Norma Castilla-Blackwell (Jun 1, 2026 16:53:04 CDT)

Norma Castilla-Blackwell
Chief Executive Officer

Court Appointed Special Advocates (CASA)
of Central Texas, Inc.

FYE 2027 Non-Profit Funding Request
ATTN: Finance Department

Lockhart City Council
Monday, June 16, 2026
308 W. San Antonio St.,
Lockhart, TX 78644

Presentation Contents

1. Mission & Benefit of CASA of Central Texas
2. Current Financial Statements
3. How the previous year's contribution from the City of Lockhart has been spent.
4. The requested amount the 2026-2027 budget year and how those funds will be spent.
5. Identify efforts to secure funding from other entities in Caldwell County.
6. Additional Documents
    a. 501(c)(3) Certification Letter
    b. 2025 Annual/Impact Report

CASA of Central Texas, Inc. (Court Appointed Special Advocates)
Mission & Benefit

We envision a world where every child thrives in a safe, stable and loving home. CASA of Central Texas provides high quality advocacy for children and youth in the child welfare system. We train and empower dedicated CASA volunteers to ensure children's needs are met and their voices lifted. We strengthen the connections and well-being of children in foster care, one family at a time.

CASA of Central Texas was established in 1985 by a group of concerned community members and later became affiliated with the national CASA® model, originally developed by a family court judge. Today, we are proud to have 226 dedicated citizen-volunteers serving children across Caldwell, Comal, Guadalupe, and Hays Counties. In 2025, these volunteers provided advocacy for 379 children who had experienced abuse, neglect, or abandonment and were placed in State custody. However, 126 children still went without the support of a CASA volunteer—a gap we are working hard to close. In Caldwell County, 27 children, including 10 from Lockhart, received advocacy through our program. Unfortunately, an additional 30 children from Caldwell County did not have the voice of a CASA volunteer to stand up for their best interests in court, at school, and within the child welfare system.

When a child enters the foster system because his or her home is no longer safe, a judge may appoint a Court Appointed Special Advocate (CASA). In Caldwell County, CASA of Central Texas is appointed as Guardian ad Litem and we provide an unduplicated service to represent and advocate for a child's best interests. Our volunteers are screened, highly trained and are provided with ongoing support from professional staff. The Child Protection Court and District Judges prioritize case assignments and appoint CASA of Central Texas when a trained volunteer advocate is available to take a case.

"One often hears the word advocacy in our world quite often, written on websites and printed on fliers, but if you accept the invitation from CASA of Central Texas to witness it live at a court hearing on behalf of a child, one might learn what it really means."
- Ian Anderson, Anderson Charitable Foundation

CASA's core services include advocacy for medical, mental health, education, placement and permanency needs of the children. Trained volunteers bring three critical qualities to their work: they focus on one case at a time; they bring a unique perspective to the court case; and their sole objective is to represent the best interests of the child. CASA is present in every court session, mediation and trial in the suit affecting the child-parent relationship. CASA participates in meetings with the Texas Department of Family and Protective Services (TDFPS), treatment centers, foster agencies and schools, and makes referrals to community agencies. The advocate stays appointed on a case until the children are placed in a safe, permanent home and the case is closed, a process that lasts at least 12-18 months. CASA's specially designed Pre-

Service Volunteer Training and continuing education equips each advocate with the solid base of knowledge needed to powerfully and compassionately advocate for a child that has been abused, neglected or abandoned. In addition to gaining a clear understanding of the child protection system and the CASA volunteer role, volunteers learn about trauma, resilience and cultural experiences in a dynamic and impactful way.

A study by Texas Appleseed, "Improving the Lives of Children in Long-Term Foster Care," reports that "if a child has a CASA, the CASA usually is the only person who truly knows the child and knows how the child is really doing."

A CASA volunteer is assigned to provide individualized advocacy and attention to one child or a set of siblings. By offering this free service to the courts and families, CASA volunteers save taxpayers' money and work toward moving children out of state-funded foster care into safe, permanent homes. Their focus on safety, permanency, and well-being contributes significantly to the child welfare system.

Volunteers are the heart of the CASA program, empowered by comprehensive training and ongoing support from our dedicated staff. Together with financial contributions, their efforts enable CASA of Central Texas to continue advocating for the best interests of children in our community. The City of Lockhart has a meaningful opportunity to strengthen this mission. We respectfully request your support of our funding request in the upcoming budget proposal, helping ensure that every child has a voice and a champion in the courtroom.

Summary of Use of Funds – City of Lockhart Contribution (FY 2025)

CASA of Central Texas is deeply grateful for the City of Lockhart's continued investment in our mission to be a voice for children and youth in Caldwell County who have experienced abuse or neglect and are navigating the child welfare system. In 2025, the City of Lockhart's $12,000 contribution provided critical day-to-day operating support, sustaining the functions that allow us to deliver consistent, high-quality advocacy. These funds directly supported:

• Core Operations & Case Coordination: Funding helped maintain the infrastructure necessary to serve children effectively, including case coordination, staff support, and the systems that ensure each child's case is actively monitored from start to finish—often lasting 12 to 18 months or longer.

• Volunteer Recruitment, Training & Retention: We continued to provide no-cost, flexible training to new CASA volunteers and ongoing support to existing advocates. This investment ensured volunteers were prepared to serve as court-appointed Guardians Ad Litem, representing the best interests of children in foster care.

• Consistent, High-Quality Advocacy: Our trained volunteers and staff worked collaboratively to deliver over 100 hours of advocacy per case each year. This included regular in-person visits with children, detailed court reporting, and collaboration with CPS, educators, medical professionals, caregivers, and families to ensure each child's needs were met.

• Stability During Critical Moments: General operating support ensured that children and youth had a consistent, caring adult advocating for them during times of uncertainty and crisis—helping move cases toward safe reunification, adoption, or preparation for independent adulthood.

• Cost-Effective Impact: CASA advocacy remains a highly cost-effective intervention. One year of advocacy costs less than one month of foster care, while contributing to better long-term outcomes for children and families.

Through this investment, the City of Lockhart helped sustain a vital community resource and ensured that more of Caldwell County's most vulnerable children received the advocacy, stability, and support they deserve.

Current Statistics	
LOCKHART/CALDWELL	7/1/24 – 6/30/25
# children served by CASA	27
#advocates on those cases (Lockhart + others)	5
#advocates, new	4
#children, new (removed from unsafe homes)	18
#children, closed (with safe, stable families)	4
Reunification with safe parents	0
PMC with Legal Guardian	0
Adoption by Relatives	2
Adoption by New Family	2
Independent Living (age 18)	0

CASA of Central Texas, Inc. (Court Appointed Special Advocates)
Summary of Proposal / Budget Request FY2026-27

CASA of Central Texas respectfully requests $12,000 from the City of Lockhart to support the essential day-to-day operations that power our mission: to be a voice for children and youth in Caldwell County who have been abused or neglected and are now navigating the complexities of the child welfare system. Funding from the City of Lockhart is critical to sustaining our work and ensuring that vulnerable children in our community receive the advocacy and support they need during times of uncertainty and crisis.

CASA plays a vital role in the child welfare system, and we are the only organization authorized to be appointed by judges to serve as Guardians Ad Litem for children in foster care. Our team works diligently to provide consistent, high-quality advocacy throughout the life of a case—often 12 to 18 months or longer. Despite our efforts, we are currently only able to serve 51% of the children from Caldwell County who are eligible for our support. With ongoing population growth and increasing demand, operational funding is essential to expanding our reach and maintaining the effectiveness of our services.

General operating support will help us retain skilled staff, manage case coordination, provide free and flexible training for volunteers, and support the infrastructure needed to ensure quality advocacy. Our dedicated team of staff and trained volunteers contribute over 100 hours of service per case each year, conducting face-to-face visits with children, preparing court reports, and collaborating with CPS, educators, medical professionals, caregivers, and families.

By investing in our operations, the City of Lockhart helps ensure that more children receive timely, consistent advocacy that leads to positive, life-changing outcomes—such as reunification with safe family members, adoption, or preparation for independent adulthood. CASA advocacy remains a cost-effective intervention, with one year of support costing less than one month of foster care. Together, we can continue to improve the lives of Caldwell County's most vulnerable children.

Every contribution to CASA of Central Texas is greatly appreciated. Our goals and projections are based on community needs and our ability to administer the CASA program. The City of Lockhart frequently appears on funding applications to demonstrate local support. While we hope for full funding from the city council, our scalable model allows us to manage services effectively with any funding amount. Additional efforts to secure funding from other entities in and for Caldwell County include the United Way of Hays & Caldwell Counties, Walmart Community Grants, and Forever Austin Fund.

CASA of Central Texas prioritizes fiscal responsibility, transparency, and trustworthiness. In 2025, we earned a Platinum Seal of Transparency from GuideStar by Candid (see our profile: GuideStar Profile). Since 1986, we've been a 501(c)(3) exempt organization (IRS certification letter attached).

Feel free to ask questions or request additional information. Thank you for your ongoing support!

PROGRAM GOALS & PROJECTIONS	
PERIOD: 7/1/26 - 6/30/27	**LOCKHART/CALDWELL**
# children/youth to serve, total	26
# children/youth to serve, new	10
# advocates, total	5
% of cases served by volunteers	90%
volunteer-to-child ratio (est.)	1.9
% volunteers with more than one case	15%
other? (ex. # CFE)	21
# volunteers to swear in	3
# PSVT training sessions	1
# CE training sessions	0
# hrs of CE training to offer	1
Topics	Trial Preparation & Testimony, Foster Care Simulation, Collaborative Family Engagement, Educational Advocacy, Mental Health Advocacy, Older Youth Advocacy Early Childhood Intervention, Community-Based Care, Legislative Updates for the Child Welfare System, Trauma-Informed Care, Court Report Review, Case Management Requirements, Abuse and Neglect Factors, CPS and Court System
# of community education classes	1
Topics	Darkness to Light Child Abuse Sexual Abuse Prevention, Trust-Based Relational Intervention
# community presentations	3
# community outreach	15

CASA of Central Texas, Inc.

Statement of Activity

July, 2024-June, 2025

	Total
Revenue	
6000 INCOME	
6100 Contributions	
6110 Individual Contribution	84,903.88
6115 Civic Organization Contribution	36,327.06
6120 Board Member Contribuion	11,436.01
6125 Jury Duty Contribution	44,694.06
6130 Church Contribution	4,250.00
6132 Memorial / In Honor of	782.00
6135 Corporate Contribution	25,381.87
6140 Payroll Contribution - External	2,538.43
6150 Combined Federal Campaign	13,180.66
Total for 6100 Contributions	**$223,493.97**
6300 Fundraising Event Income	
6310 Golf Tournament	$36,795.53
6311 Golf Tournament Income	42,600.00
6315 Golf Tournament Expenses	-486.00
Total for 6310 Golf Tournament	**$78,909.53**
6320 Dinner & Auction	
6321 Dinner & Auction income	234,494.88
Total for 6320 Dinner & Auction	**$234,494.88**
6330 Third Party Event	18,796.18
6340 Campaigns	$400.85
6341 EOY Campaign Income	76,605.81
Total for 6340 Campaigns	**$77,006.66**
Total for 6300 Fundraising Event Income	**$409,207.25**
6400 Grant Income	
6410 Federal Grants	485,154.69
6415 State Grants	344,142.31
6420 County Grant	67,000.04
6425 City Grant	45,922.50
6430 United Way Grant	75,999.92
6435 Foundation Grant	519,663.35
Total for 6400 Grant Income	**$1,537,882.81**

CASA of Central Texas, Inc.

Statement of Activity

July, 2024-June, 2025

	Total
6600 Interest Income	1,211.17
Total for 6000 INCOME	**$2,171,795.20**
Total for Revenue	**$2,171,795.20**
Gross Profit	**$2,171,795.20**
Expenditures	
7000 EXPENSES	
7100 Building & Facility Costs	
7101 Building Maintenance	40,879.64
7190 Utilities	$0.00
7191 Electricity	10,935.26
7192 Water	5,166.79
7197 Telephone/Internet	22,932.86
Total for 7190 Utilities	**$39,034.91**
Total for 7100 Building & Facility Costs	**$79,914.55**
7200 General Overhead Costs	
7202 Outreach and Recruitment	17,933.34
7206 Bank Service Charges	396.53
7207 Conferences/Cont Education	9,989.32
7208 Credit Card & Other Fees	11,417.97
7209 Depreciation Expense	128,885.00
7210 Equipment Rental	10,320.00
7211 Employee Recognition	6,684.24
7240 Insurance	
7241 Insurance - Dir & Officers	4,112.50
7242 Insurance - Liab & Fidelity	32,935.54
Total for 7240 Insurance	**$37,048.04**
7248 Membership/Subscription	15,182.48
7249 Marketing	
7250 Outreach Marketing	4,300.62
7251 Communications Marketing	2,833.86
7252 Donor Engagement/Relations	3,671.54
Total for 7249 Marketing	**$10,806.02**
7259 Office Software/Equipment	23,638.91
7260 Office Supplies	4,036.53

CASA of Central Texas, Inc.

Statement of Activity

July, 2024-June, 2025

	Total
7270 Professional Fees	
7271 Audit/Accounting	14,215.00
7272 Professional Services	52,545.20
7272.1 HR Outsourcing	30,729.16
Total for 7270 Professional Fees	**$97,489.36**
7273 Background/Screenings	595.00
7275 Training Expenses	400.00
7290 Travel/Mileage	
7291 Employee Travel	36,610.08
7292 Advocate Travel	6,145.65
Total for 7290 Travel/Mileage	**$42,755.73**
Total for 7200 General Overhead Costs	**$417,578.47**
7300 Program Expenses	
7301 Advocate Expenses	8,950.48
7302 Children's Special Needs	7,887.75
7305 DO NOT USE - Fundraising Expenses	67,113.83
Total for 7300 Program Expenses	**$83,952.06**
7500 Salary, Payroll, & Labor Costs	
7503 Contract Svc/Background Cks	477.22
7545 Health/Life Insurance	69,974.22
7550 Payroll Tax Expense	112,344.50
7556 Pension	60,555.76
7557 PR Tax Exp - Unemployment	14,584.25
7560 Salaries & Wages	1,510,241.76
Total for 7500 Salary, Payroll, & Labor Costs	**$1,768,177.71**
Total for 7000 EXPENSES	**$2,349,622.79**
Total for Expenditures	**$2,349,622.79**
Net Operating Revenue	**-$177,827.59**
Other Revenue	
6700 In-Kind Revenue	356,707.45
6930 Endowments	
6932 Endowment Income/Interest	1,611.09
6933 Unrealized Endowment Loss/Gain	6,922.53
6935 Endowment Mgmt Fees/Expenses	-905.73
Total for 6930 Endowments	**$7,627.89**

CASA of Central Texas, Inc.

Statement of Activity

July, 2024-June, 2025

	Total
6940 Investment Accounts	
6941 Investment Interest Income	4,913.81
6942 Investment Unrealized Gain/Loss	0.00
6943 Investment Expenses	-327.59
6944 Investment Realized Gain/Loss	12,379.39
Total for 6940 Investment Accounts	**$16,965.61**
Total for Other Revenue	**$381,300.95**
Other Expenditures	
6902 Adoption Day Expense	2,455.41
7600 Bad Debt Expense	0.00
7610 Miscellaneous Expense	22,100.00
7700 In Kind Expenses	
7702 Donations - In Kind	121,814.25
7703 Mileage - In Kind	11,729.13
7708 Volunteer Hrs - In Kind	223,164.07
Total for 7700 In Kind Expenses	**$356,707.45**
Total for Other Expenditures	**$381,262.86**
Net Other Revenue	**$38.09**
Net Revenue	**-$177,789.50**

CASA of Central Texas, Inc.

Statement of Financial Position

As of Jun 30, 2025

	Total
Assets	
Current Assets	
Bank Accounts	
1020 OP Acct-Prosperity Bank	10,979.02
1030 ED Acct-Prosperity Bank	836.74
1035 Board Designated Reserve Funds - Prosperity Bank	617,586.72
1150 Broadway Money Market Board Reserves (FDIC)	1,000.00
1155 Texas Regional Bank Board Reserves	25,547.27
Total for Bank Accounts	**$655,949.75**
Accounts Receivable	
1200 Accounts Receivable	268,246.84
Total for Accounts Receivable	**$268,246.84**
Other Current Assets	
1450 Prepaid Expenses	13,013.49
1455 Right of Use Assets - Operating Leases	21,372.00
1499 Undeposited Funds	0.00
Uncategorized Asset	0.00
Total for Other Current Assets	**$34,385.49**
Total for Current Assets	**$958,582.08**
Fixed Assets	
1620 Training & Support Center -SM	2,150,319.37
1630 Construction in Progress - SM	0.00
1631 Capital Improvements - NB	23,875.00
1650 Equipment & Fixtures - NB	142,702.58
1651 Equipment & Fixtures - SM	88,864.47
1660 Building - NB	674,443.90
1661 Land - SM	159,900.00
1755 Accumulated Depreciation	-757,276.00
Total for Fixed Assets	**$2,482,829.32**
Other Assets	
1805 NBACF Endowment Fund	75,878.01
1810 Utility Deposits	0.00
Total for Other Assets	**$75,878.01**
Total for Assets	**$3,517,289.41**

CASA of Central Texas, Inc.

Statement of Financial Position

As of Jun 30, 2025

	Total
Liabilities and Equity	
Liabilities	
Current Liabilities	
Accounts Payable	
2010 Accounts Payable	0.00
Total for Accounts Payable	**$0.00**
Credit Cards	
2090 Chase Preferred Ink Credit Card	3,545.78
Total for Credit Cards	**$3,545.78**
Other Current Liabilities	
2100 Payroll Liabilities	42.04
2101 Payroll Payable - G&A	34,291.53
2105 Payable - TX Unemployment Tax	0.00
2110 Direct Deposit Liabilities	0.00
2114 Payable - Charitable Donation	0.00
2115 Payable - Dental Insurance	0.00
2116 Payable - Health Insurance	0.00
2117 Payable - Annuity	1,254.55
2118 Payable - Term Life	0.00
2119 Payable - Pension	0.00
2150 Accrued Expenses	0.00
2155 Operating Lease Liability	21,372.00
2199 PPP - SBA Grant/Loan	0.00
2200 Reserve - Adoption Day	0.00
2201 Reserve - Special Needs Fund	10,050.40
Direct Deposit Payable	0.00
Total for Other Current Liabilities	**$67,010.52**
Total for Current Liabilities	**$70,556.30**
Total for Liabilities	**$70,556.30**
Equity	
3001 Opening Bal Equity	-19,842.40
3011 Restricted Net Assets	5,375.00
3200 Perm Restricted Net Assets	500.00
3010 Unrestricted Net Assets	3,638,490.01

CASA of Central Texas, Inc.

Statement of Financial Position

As of Jun 30, 2025

	Total
Net Revenue	-177,789.50
Total for Equity	**$3,446,733.11**
Total for Liabilities and Equity	**$3,517,289.41**

IRS Department of the Treasury
Internal Revenue Service
P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248367147
July 26, 2017 LTR 4168C 0
74-2403373 000000 00
00016232
BODC: TE

CASA OF CENTRAL TEXAS INC
1619 COMMON ST STE 301
NEW BRAUNFELS TX 78130

030947

Employer ID Number: 74-2403373
Form 990 required: Yes

Dear Taxpayer:

This is in response to your request dated July 17, 2017, regarding your tax-exempt status.

We issued you a determination letter in October 1986, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

Our records also indicate you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If a return is required, you must file Form 990, 990-EZ, 990-N, or 990-PF by the 15th day of the fifth month after the end of your annual accounting period. IRC Section 6033(j) provides that, if you don't file a required annual information return or notice for three consecutive years, your exempt status will be automatically revoked on the filing due date of the third required return or notice.

For tax forms, instructions, and publications, visit www.irs.gov or call 1-800-TAX-FORM (1-800-829-3676).

If you have questions, call 1-877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific Time).

FY 24-25

Serving Caldwell, Comal, Guadalupe & Hays

Annual Impact Report

CASA of Central Texas



We envision a world where every child thrives in a safe, stable, and loving home.

CASA
Court Appointed Special Advocates
FOR CHILDREN

CASA OF CENTRAL TEXAS, INC.

www.casacentex.org
info@casacentex.org

Advocating for children in the foster care system since 1985.



Our Mission

CASA of Central Texas, Inc. provides high-quality, best-interest advocacy for children and youth in the child welfare system. We train and empower dedicated CASA volunteers to ensure children's needs are met and their voices lifted. We commit to strengthening the connections and well-being of children in foster care, one family at a time.

Tanya has been an amazing advocate on her first case! She dove in headfirst without hesitation. Despite her teen being placed in Houston, she makes a monthly in-person visit and has become a big support for her youth. She has helped get her teen involved in a volunteer opportunity with an animal shelter, as well as other unique activities for the teen to experience. Tanya goes above and beyond on her case! - Amanda, Casework Supervisor

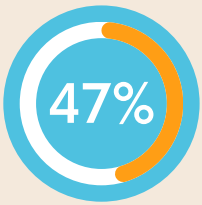
It's been an honor to try to help a teen - she has so much potential and I've learned so much about resilience and determination from her. I'm so glad that there appears to be a better life for her around the corner. Amanda has been a top-notch supervisor, always available and giving me lots of sound guidance and moral support because I sure have needed it. - Tanya, CASA Volunteer

@casacentex

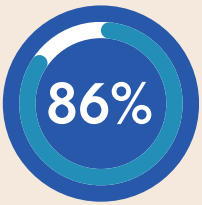


The CASA Effect

In FY 24-25, CASA of Central Texas served 379 kids out of 505 in state care in our four-county area. 126 children were still in need of a Court Appointed Special Advocate (CASA) to represent their best interests.



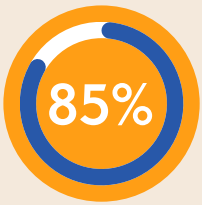
CALDWELL
27 kids served



COMAL
164 kids served



GUADALUPE
60 kids served



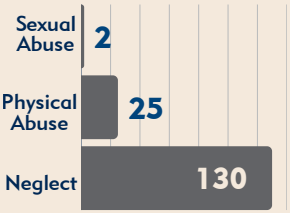
HAYS
128 kids served

@casacentex

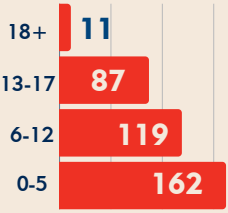


Children Served

Reason for Removal



Age

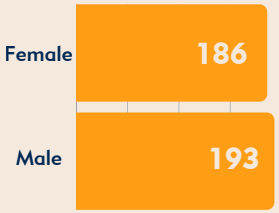


157 New Children

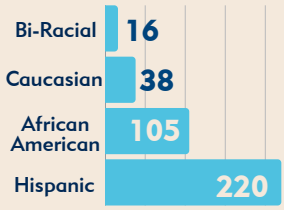
379 Assigned Children

123 Closed Children

Gender



Race / Ethnicity



@casacentex



Advocacy in Action

Advocacy Activities

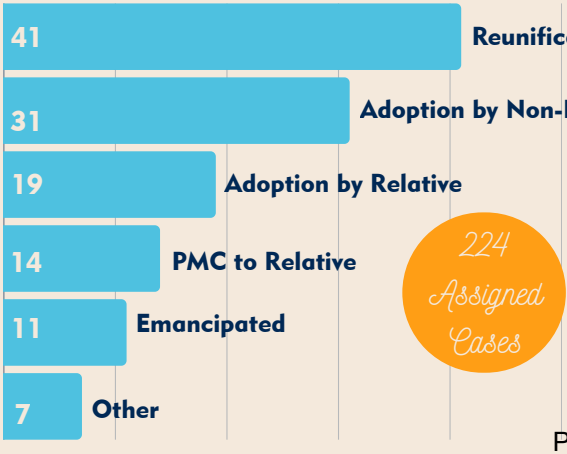


$15,653
Reported Volunteer Expenses

7,257
Reported Volunteer Hours
Value of volunteer hours: $243,772

97,878 Miles
Reported Volunteer Miles
Value of volunteer miles: $13,703

Case Outcomes



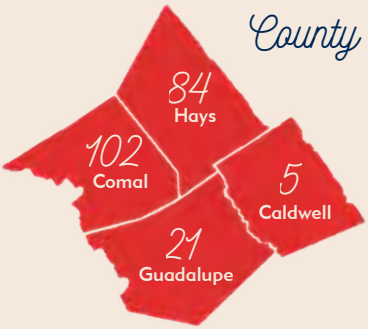
CASA Volunteers

47 New Volunteers

71% Retention Rate

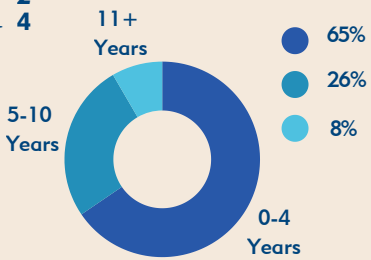
226 Active Volunteers

County of Residence

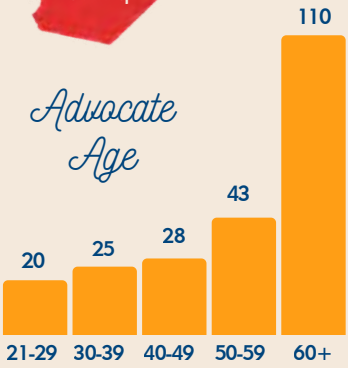


Bexar — 8
Travis — 2
Other — 4

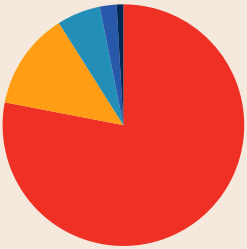
Advocate Tenure



Advocate Age



Advocate Race & Ethnicity



- 77% Caucasian
- 13% Hispanic
- 6% African American
- 2% Bi-Racial/Multi- Racial
- 1% Other

Female Male



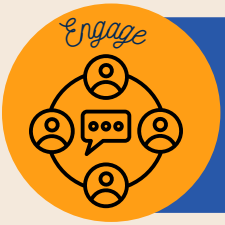
@casacentex

Consistency Matters



5 Years

Norma Jean Cano | Sandra Contreras | Kelly Dickson | Analisa Goldblatt | Leslie Goodwin | Mallory Grau | Angel Jones | Anna Kelley | Kelle Salter | Dona Stuart | Juliet Welch | Nicole White



6 Years

Sally Butler | Gregory Cunningham | Kelley Shrock



7 Years

Cheryl Bither | Melissa Bohrer | Patricia Cahill | Glenda Detling | John Donnally | Loretta Hawkins | Kathryn Jones | Kate Marx | Ken Marx | Lynn Watson | Christine Zunker



8 Years

Sophia Barnard | Eboni Britton | Jen Graf-Sims | Beth Hittle | Sharon Krebs | Sharon Miller | Jane Pollock



9 Years

Laurel Jensen | John Manthey | Carl Rasmussen | Laura Rice | Pam Sadler | Don Seymour | Nancy Seymour | Emma Thrift



10 Years

Stephanie Eagle | Becky Oekerman | Larry Patterson

Beyond A Decade

11 Years	Jane Bowen I Sandy Durke I Patti Ebrom I Kristi Perkins I Kathleen Schindler I Toni Urban
12 Years	Angie Martinez
13 Years	Sara McCaffrey
14 Years	Mary Eisenberg I Bob Williams
15 Years	Diane Purdy I Tom Purdy I Melinda Rapp I Colette Wollenberg







16 Years	Bruce Drobeck
17 Years	Rose Tempfer
18 Years	Gloria Harlin

Impact By Numbers

Fiscal Report

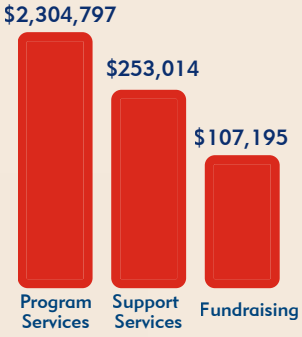
$70,557
Current Liabilities

$75,878
Permanently Restricted / Endowment

$3,442,947
Net Assets

$3,513,504
Total Liabilities & Net Assets

Mission Moment



Neglectful Supervision in 2017

Jake's journey in foster care began in 2017 after he was removed due to his father's drug abuse.

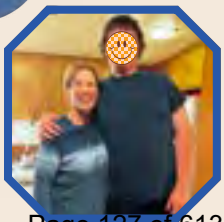


In the 8 years since, he's faced more changes than any child should:

2 judges, 3 attorneys, 8 caseworkers, 18 placements, including over a dozen schools and therapists.

But through it all, one person never changed—his CASA volunteer.

One constant. One advocate. One voice. Sometimes, 1 is the most powerful number of all.



Permanency to Relative in 2025

Visionary Leaders

Board of Directors





Norma Castilla-Blackwell

Chief Executive Officer

Proudly serving CASA of Central Texas since 2003

For more than 40 years, CASA volunteers, staff, donors, and partners have stood with children experiencing abuse or neglect—ensuring they are seen, supported, and advocated for during some of the most challenging moments of their lives. This year, that legacy of advocacy has continued to grow in both impact and reach.

Because of your dedication, we have been able to serve 75% of the children in state care across our four-county region. We have deepened our partnerships with community organizations and local courts, and increased awareness of the critical need for advocacy in the foster care system. Most importantly, we have continued to ensure that children do not navigate the uncertainty of foster care alone.

Your generosity—whether through time, resources, or heartfelt encouragement—has made this possible. Every volunteer hour offered, every conversation that raises awareness, and every contribution invested in our mission has directly shaped a brighter future for children and families in our communities.
As we move into the year ahead, we remain committed to strengthening our program, expanding our reach, and ensuring that every child who needs a CASA advocate has one. Thank you for standing with us, believing in our mission, and making hope tangible for so many—one child at a time.

Lifting Voices

Donors help make it possible

for more children to have a CASA volunteer

Visionary Leaders
$100,000+

Baptist Health Foundation of San Antonio
Kronkosky Charitable Foundation

Impact Partners
$50,000-$99,999

Adam R. Scripps Foundation
The Najim Charitable Foundation

Mission Allies
$25,000-$49,999

H-E-B Tournament of Champions
Jenifer Strait Memorial Foundation
Robert P. and Mariana R. Scripps Family Foundation
United Way of Comal County
Valero

Champion Investors
$10,000-$24,999

America's Best Local Charities
Angelina Jones
Beth and Karl Hittle
Capital Area Housing Finance Corp.

Champion Investors
$10,000-$24,999

Carl C. Anderson Sr. & Marie Jo Anderson Charitable Foundation
In-N-Out Burgers Foundation
Jennifer and Jared Broderick
Jennifer Martin-Rider
Kissing Tree Golf Club
Lola Wright Foundation
Lyndie Putnam
McKenna Foundation
Melissa and Jason Schroeder
Michael Womack
Redman Foundation
San Marcos Lions Club
The Chandelier at Gruene
Topfer Family Foundation

Sustaining Supporters
$5,000-$9,999

Ann and Richard Bartholomew
Belinda and Ron Frisk
Bob Williams
Broadway Bank - New Braunfels
Cemex - Balcones Cement Plant
Clint Swindall
Corridor Title
Divided Sky Construction

Lifting Voices

Sustaining Supporters
$5,000-$9,999

Gary Seals
Hill Country Rally for Kids
Jim and Sonya McDonald
Juniper Ventures of Texas
Karen Whitworth John
Kim Holtz
Kristi Perkins
Larry Nuckols
Myron's Steakhouse
Natural Development Austin
RelPro, Inc.
Renae and Steve Trevino
Roadrunner Environmental, Inc.
Savannah Reza
Security State Bank & Trust - Canyon Lake
Seguin Area Community Foundation
Shelby and Mark Renfeld
St. Luke's Lutheran Health Ministries
TXB Stores
Texas Bar Foundation
The GVTC Foundation
United Way of Hays & Caldwell Counties

Community Builders
$1,000-$4,999

AOL Charitable Foundation
Airone Air Conditioning & Heating
Anissa Everett
Bear Creek Ranch of Comal County
Beast Athletics
Becky and Gene Lake
Betty and Bill Thomas
Bill Sheridan
Bluebonnet Electric Cooperative
Bob Sudela
CBE Group, Inc.
Calvin Brown
Canyon Lake Knights of Columbus #7347

Community Builders
$1,000-$4,999

Canyon Lake Noon Lions
Cari and Jason Leach
Carol and Jack Robison
Carola Davis
Carolyn and Hollis Burklund
Carson Family Foundation
Charlotte Tucker
Children's Advocacy Center of Comal Co.
Chloe and John Navarrette
Chris Phillips
Claudia and Paul Mark Woods
Colette and Skip Wrape
Courtney Bukowski
Daniel Ortega
Dean Fredrick Custom Jewelry
Debby and Steve Oatman
Dena Rodriguez
Dermot O'Driscoll
Downtown Rotary Club of New Braunfels
Dripping Springs Lions Club
Dripping Springs Community Foundation
EOG Resources, Inc.
Eli Woolsey
Elsa and Jerry DiMeo
FASTSIGNS of New Braunfels
Frost Bank – San Marcos
GFS Retirement
Garden Ridge Women's Club
Gault Robertson
Gennaro's Trattoria
Grande Community Chest
Greater Texas Credit Union
Greg Lutz
Hays County Sheriff's Office
Heldenfels Enterprises, Inc.
Home Church Texas
Hometown Cinemas
INK Civil

Lifting Voices

Community Builders
$1,000-$4,999

Ingram Family Foundation
James Byrne
James Rothfelder
Jennifer Rouse
Jimmy Tucker
Jo Anne Germer
Joeris General Contractors
John Newcombe Country Club
John Manthey
Juliana and Howard Baker
Karla Riley
Kristen Johnson Photography
Leslee Rapp
Lisa Carver
Lisa and Michael Fredrickson
Marcus Ethridge
Marcy Jackson
Matt Schumann
Maury Osborn
Melinda Donahew
Mensor Cares
Meredith Sisoian
Mureen and Freddy Aird
New Braunfels Noon Lions Charities
New Braunfels Jaycees, Inc.
Newsome Enterprises, Inc.
Pamela Lindsey
Perry Homes
Prosperity Bank
Rachel Meier
Randy Rogers Family Foundation
Renee' and Reagan Lehmann
Richard Hudgens
Robin and David Pfeifer
Rose Perez
Ruth Chambers
SJRC Texas Belong
Sams Club- San Marcos
San Marcos Bluebonnet Lions Club

Community Builders
$1,000-$4,999

Sara and Danny Williams
Sharon and Frank Pereira
Sharon and Steven Vanderbur
St. Thomas the Apostle Catholic Church
Stacy Britton
Steven Cornelius
Structura General Contractors
Sue and Earl Dittman
Susan and Jack Bogle
Susie and Eddie Russell
Teresa and David Junkin
Texas Partners Bank
The Tucker Ranch Property, Inc.
Thomas McGuire
Tito's Handmade Vodka
Toya Ohlrich Boyer
Tricia and Mike Schneider
Tuttle Family
Tyler McCulloch
United Way of Guadalupe County
Veronica Garza Law
Vistra Corporate Services
Walker Family Giving Fund
Walmart Supercenter #3391
Walmart Supercenter #4130
Walmart Supercenter #4219
Walmart Supercenter #4889
Walmart Supercenter #865
William Jones IV
Wimberley Lions Club



Lifting Voices

Friends of CASA
$500-$999

Allen Borchelt
Ariele and Peter Rosch
Baird Foundation, Inc.
Bridget McPhillips
Buda United Methodist Church
Cheryl Brown
Chevron Matching Employee Funds
Chris Nienhuis
Comal Card Haus
Constable David Peterson
Daniel Hummel
Danny Salinas
David Rastellini
Democratic Women of Comal County
Denise and Jeff Mund
Dirk and Beverly Davidek
Dripping Springs Wild Game
Dusty Owens
Eleanor Butt Crook
Elma Salinas Ender
First Presbyterian Church- San Marcos
Gary Barr
Grace Peterson
Hays County Child Protective Board
Hochheim Prairie Branch 204
Huisache Grille
Insomnia Cookies- San Marcos
Jeff and Megg Lindley
Jennifer Hollers
Kai and Laurel Jensen
Kathy Lockhart
Keeli Stumbo
Kristy and Jim Stark
Linnie Phebus
Lisa Schmitt
Lynda Brodtmann
Margaret and Dennis Dunn
Mark Kaufmann

Friends of CASA
$500-$999

Mary Owens
Meant to Soar
Melinda Rapp
Melissa Hyatt
Miller & Miller Insurance Company
Montemayor, Britton, Bender, Carey PC
Morgan Hammer
Patricia McCaleb
Rudy's BBQ- New Braunfels
Sandra Durke
Sara and Chris McCaffrey
Sara Anne Stulga
SeaWorld
Sharon Deats
Shelby and Wade Bowen
St. Mark's Episcopal Church Women
Star Tex Real Estate
Terry McCaffrey
Tom Bean
Tri-City Distributors
Walmart Supercenter #3056
Will Martin



CASA of Central Texas strives for accuracy in donor recognition. If your name has been misspelled or omitted, please notify our Development Team so we can update our records.

2026 Event Schedule

Amplify Austin | *March 4-5*
Big Give | *September 23-24*

Amplify Austin and The Big Give S.A. are 24-hour, online giving days to promote philanthropy and awareness for local nonprofit organizations. A matching grant is a great way to support CASA and encourage others to donate so that your gifts are doubled or even tripled!

Boogie Down with CASA

April 17

As CASA's largest fundraising event, this annual dinner and auction is a great opportunity to show your support through sponsorship, in-kind donations and attendance. Dinner, live and silent auctions, live music, and entertainment. Join us in celebrating at The Chandelier of Gruene.





Corridor Title CASA Classic

October 26

Presented by Corridor Title, this will be the 10th annual CASA Classic Golf Tournament. Hole-in-one opportunities, raffle, silent auction, and other games offer challenge and fun! Multi-level games sponsorships and team opportunities are available. Held at Kissing Tree Golf Course.

@casacentex

2026 Event Schedule



Holiday Gift Drive

November-December

Every year, CASA partners with community members and organizations to provide gifts for our children. Each child shares a wish list from which participants select to sponsor for the holiday season. This is a wonderful opportunity to extend the giving tradition to children in our community.

Recurring Giving

Ongoing

Reliable support from our local communities empowers CASA to recruit, train, and support volunteers. Monthly contributions are critical to buffering our organization from the ups and downs of life and ensuring that there are no gaps in our ability to serve.





Third-Party Fundraising & Employee Giving

Ongoing

By taking on third-party fundraising, one assumes the responsibility of creating a successful event without a significant level of assistance from CASA.

Philanthropy is encouraged by many large corporations. Maximize your donation through your workplaces' giving platform to double or even triple your impact.

Every child in foster care needs a constant figure by their side

CASA
Court Appointed Special Advocates
FOR CHILDREN

CASA OF CENTRAL TEXAS, INC.

830.626.2272

www.casacentex.org

info@casacentex.org

1308 East Common Street, Suite 205
New Braunfels, Texas 78130

@casacentex

City of Lockhart Funding Proposal 26-27; for your review and approval

Final Audit Report 2026-06-01

Created:	2026-06-01
By:	Nicole Douglass (ndouglass@casacentex.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAF8c3HIvdRaXDtYKRr3I5rszd3wdDj6q5

"City of Lockhart Funding Proposal 26-27; for your review and approval" History

Document created by Nicole Douglass (ndouglass@casacentex.org)
2026-06-01 - 7:40:09 PM GMT

Document emailed to Norma Castilla-Blackwell (nblackwell@casacentex.org) for signature
2026-06-01 - 7:40:31 PM GMT

Email viewed by Norma Castilla-Blackwell (nblackwell@casacentex.org)
2026-06-01 - 9:51:54 PM GMT

Document e-signed by Norma Castilla-Blackwell (nblackwell@casacentex.org)
Signature Date: 2026-06-01 - 9:53:04 PM GMT - Time Source: server - Signature Appearance Selected: MOBILE_TYPE

Agreement completed.
2026-06-01 - 9:53:04 PM GMT

NON-PROFIT/SPECIAL INTEREST ORGANIZATIONS FUNDING REQUESTS

FYE 2027

COMBINED COMMUNITY ACTION

MEALS ON WHEELS

$8,000

COMBINED COMMUNITY ACTION

GIDDINGS
165 W Austin St.,
Giddings, TX 78942
979-540-2980
979-542-9565 fax

STAFFORD
12300 Parc Crest Dr.,
Stafford, TX 77477
346-515-1500
346-770-2819 fax

www.ccaction.com

May 20, 2026

Keeli Howard
Finance Director
City of Lockhart
P.O. Box 239
Lockhart, TX 78644

Dear Keeli,

Please find attached the funding request for Combined Community Action/Meals on Wheels Rural Capital Area. Noelia Buck, Senior Nutrition Program Director will attend the city council meeting on June 16, 2026 at 6:30 p.m.

If you have any questions, please feel free to call me at 979/540-2999 or via email at KJFranke@ccaction.com.

Sincerely,

Kelly Franke
Executive Director

COMBINED COMMUNITY ACTION
MEALS ON WHEELS RURAL CAPITAL AREA
FY 2027 NON-PROFIT FUNDING REQUEST
ATTN: FINANCE DEPARTMENT

1) The Mission and benefit of Meals on Wheels of the Rural Capital Area (CCA)

   Combined Community Action, Inc. (CCA) was established in 1966 as Bastrop County Community Action. Later the agency added the counties of Austin, Colorado, Fayette, Lee, Blanco, Caldwell and Hays. Since 1978, CCA has sponsored the Meals on Wheels-Rural Capital Area for the six counties of Bastrop, Blanco, Caldwell, Fayette, Hays and Lee.

   The Mission of the Meals on Wheels - Rural Capital Area is: "To help older adults to remain independent and well-nourished in their own homes for as long as possible and to maintain their dignity as they grow older." MOWRCA delivers both hot meals and frozen meals to older adults in Lockhart.

   People in need of meals are primarily low income, frail, isolated elderly, income is not a factor in determination of eligibility. To be eligible to receive a meal a person must be 60 years of age or older, or the spouse of a client, regardless of age and certain disabled persons under the age of 60. Response to client surveys showed that:
   - 64% of respondents stated they were unable to prepare healthy meals,
   - 70% stated they are unable to go to the grocery store,
   - 67% reported they do not have enough money to buy healthy food,
   - 96% reported that their nutritional health improved, and
   - 95% reported they can stay within their monthly budget with the help of Meals on Wheels.

2) Current Financial Statements Attached

3) The previous year's contributions from the City of Lockhart were used to purchase hot and frozen meals for older adults in Lockhart. We currently do not have a waiting list for the program, and we hope we can continue without a waiting list, but we did receive an 8% cut to our funding this year and are told we could expect up to a 30% cut over the next 2 years. We will do our best to ensure any older adult requesting a meal is served.

4) Meals on Wheels Rural Capital Area is requesting $8,000 from the City of Lockhart for 2026-27. The money received will go directly to providing meals for the clients. CCA provided over 14,450 meals last year in Lockhart to 70 older adults. We had 50+ volunteers that helped deliver the meals to the homebound. We employ one part-time

staff person in Lockhart. We serve the older adults' hot meals and/or frozen meals every week. For those clients receiving hot meals there is daily delivery Monday-Friday and participants who prefer frozen meals are delivered once a week.

5) CCA/MOWRCA makes a request for funds from Caldwell County Commissioners Court, the Caldwell County Community Services Foundation and United Way of Hays and Caldwell County. We also received donations from local civic organizations and churches.

Combined Community Action, Inc.
R&E 2025-2026 HOME DELIVERED NUTRITION

Reporting Book: ACCRUAL
As of Date: 04/30/2026
Project: G122–G122 - 2025/2026 HOME BOUND NUTRITION

	2025-2026 NUTRTION 09/30/2026 Actual	Month Ending 04/30/2026 Actual
Revenues over Expenditures		
Revenues		
Contributions		
Contributions	27,553.50	5,730.00
Fundraising Events Revenue	4,200.00	1,500.00
Total Contributions	31,753.50	7,230.00
Grant Revenues		
Grant Revenue - Govemmental	33,500.00	0.00
Grant Revenue - Other	580,941.28	83,072.88
Total Grant Revenues	614,441.28	83,072.88
Program Service Revenue		
Program Revenue	26,598.25	1,426.00
Total Program Service Revenue	26,598.25	1,426.00
Total Revenues	672,793.03	91,728.88
Expenditures		
Personnel		
Salary and Wages	7,621.97	946.59
PR Benefits	13,777.52	1,549.93
PR Taxes	202,862.57	25,110.51
Total Personnel	224,262.06	27,607.03
Occupancy	3,545.48	495.06
Professional Fees	600.00	0.00
General and Administrative Expenses		
Advertising and Promotion	329.25	0.00
Copying and Printing	4,427.66	1,382.33
Due and Subscriptions	1,187.50	0.00
Office Supplies	4,386.79	220.40
Repairs and Maintenance	13,938.27	2,699.94
Telecommunication	2,240.54	580.60
Travel Expenses	11,505.42	3,091.64
Utilities		
6202 - UTILITES	4,095.25	300.00
7200 - UTILTIY ASSISANCE	153.00	0.00
Total Utilities	4,248.25	300.00
Total General and Administrative Expenses	42,263.68	8,274.91
Grants Awarded Expense	545,728.69	68,971.01
Total Expenditures	816,399.91	105,348.01
Total Revenues over Expenditures	(143,606.88)	(13,619.13)

Created on : 05/20/2026 7:26 AM PST

NON-PROFIT/SPECIAL INTEREST ORGANIZATIONS FUNDING REQUESTS

FYE 2026

HARTWELL CENTER

$10,416

HartWell Center, Inc
wellness for every generation
Lockhart, TX
www.hartwellcentertx.org

Funding Request FY2026-2027

To: Lockhart City Council
Date: June 5, 2026

Dear City Council Members,

We are writing this letter representing HartWell Center, Inc., a 501(c)(3) nonprofit organization. Our mission is to provide accessible, high-quality mental health and occupational therapy services, grounded in a trauma-informed and community-centric ethos, across the lifespan for the people of Caldwell County, Texas.

There are significant limitations in the availability and accessibility of therapy services in Lockhart. These gaps are driven by multi-level disparities at the individual, community and policy level. Caldwell County has an uninsured rate that is 10% higher than the state average, with 14% of our community living below the poverty line. Amongst the few therapy providers in town, demand far exceeds capacity. The closest clinic offering neurodevelopmental services does not accept public benefits or offer sliding scale or accessible service rates. Despite rising inflation, reimbursement for therapy services by private and public insurance parties has not kept up. Amidst a challenging landscape of significant federal and state funding cuts, philanthropic organizations have become overwhelmed, furthering gaps in care.

Lockhart is on the precipice of unprecedented growth. Driven by recognition of the great needs in Caldwell county, HartWell Center sees a unique opportunity to deliver therapy services in our community, where we can have the greatest impact. HartWell Center utilizes a mixed payer system, combining public and private insurance funding with grants and philanthropic support. We need your support to build our capacity and expand clinical services, enabling us to hire more staff and develop community programs. Hartwell Center is requesting **$10,416** to subsidize 40% of our operating costs to continue clinical services for the next 12-months. In parallel with this funding request, HartWell Center is also applying for grants with Meadows Foundation, St. David's Foundation, Greater Fayette Community Foundation, Mabee Foundation, Ed Rachal Foundation, and Central Texas Community Foundation.

We are hopeful that modest growth through the next year will put us in a greater position to raise capital for our physical clinic location, and ensure long-term sustainability in the community. Thank you for your ongoing service and commitment to the City of Lockhart.

With hope and gratitude,

Dr. Rebecca Knowles
Co-founder & Occupational Therapist
HartWell Center, Inc.

Loren Riedel
Co-founder & Licensed Professional Counselor
HartWell Center, Inc.

HartWell Center Inc.

Projected Budget 2026

	Item	Category	Cost Monthly
Operational Expenses	Rent	office space	-1050
	D&O Insurance	legal	-125
	Clinical practice insurance	legal	-100
	SimplePratice EHRM	software	-325
	SquareSpace website	software	-16
	Quickbooks	software	-9
	Bookkeeping	admin	-475
	office supplies	supplies	-20
	marketing	supplies	-50
	OpEx SUBTOTAL		**-2170**
Clinical Expenses	Clinical services	programming	-14000
	Administrative services	admin	-2000
	Clinical SUBTOTAL		**-16000**
	MONTHLY TOTAL		
			-18170
	ANNUAL TOTAL		
			-218040

NON-PROFIT/SPECIAL INTEREST ORGANIZATIONS FUNDING REQUESTS

FYE 2027

HAYS-CALDWELL WOMEN'S CENTER

$12,000

FY 2026-2027 Request for Financial Support-City of Lockhart

Hays-Caldwell Women's Center (HCWC)
FYE 027 Non-Profit Funding Request
Attn: Finance Department

Mission

The purpose of the Hays-Caldwell Women's Center is to create an environment where violence and abuse are not tolerated in the communities we serve. The Center will provide education, violence prevention services, and crisis intervention to victims of family violence, dating violence, sexual assault, and child abuse. We will seek the support and resources necessary to achieve this mission.

How HCWC services benefited the City of Lockhart and it's residents during FY 2025

- ***A total of 167 Lockhart residents*** received shelter, counseling, legal advocacy and other face-to-face services to help them with issues of family violence, dating violence, sexual assault, or child abuse. This was an increase of 29 residents over the previous year.
- HCWC has maintained on-site face-to-face services in our Lockhart office for many years. Currently, the Lockhart office is staffed 5 days a week offering counseling and advocacy. We also have a Donation Center on site in our Lockhart office where clients can obtain clothes, household goods, baby products, and toiletries.
- HCWC participates in awareness events in Lockhart and plans and coordinates a local "Loteria" night annually.
- HCWC held our 7th Annual Purse Bingo at the Luling Civic Center as a fundraiser and Caldwell County community outreach event. The event sold out and raised over $58,000. Each year we have had the support of the Lockhart Police Department, Luling Police Department and the Caldwell County Sheriff's Office to promote the event and act as our Purse Models.
- Roxanne's House (HCWC's Children's Advocacy Center) conducted 413 Child Forensic Interviews in 2025) and provided 13 on-site child medical exams for cases of chronic sexual abuse. Our Children's Counselor provided 2,648 counseling tession to children last year. This is a 53% increase over the previous year. A total of 902 child abuse victims were served by HCWC in 2025. HCWC continued to coordinate The Caldwell County Multi-Disciplinary Team for the investigation and prosecution of child abuse cases comprised of the following agencies:

    - Lockhart Police Department
    - Luling Police Department
    - Martindale Police Department
    - Caldwell County Sheriff's Department
    - Caldwell County District Attorney's Office
    - Court Appointed Special Advocates (CASA)
    - Texas Department of Family & Protective Services (CPS)

Services Provided by HCWC.

During the year ending September 30, 2025, HCWC provided face-to-face services to 2277 **(167 Lockhart residents)** unduplicated victims of family violence, dating violence, sexual assault and child abuse. This was the highest number of clients ever served in a single year by HCWC, demonstrating that our services are needed now more than ever.

HCWC provides the following services free-of-charge to victims of domestic violence, dating violence, sexual assault & abuse, and child abuse:

- 24-hour HELPline answered by trained advocates
- Emergency shelter for women, men and their children who are victims of family violence and are facing homelessness as result of fleeing a life-threatening situation
- Legal advocacy
- Counseling and support groups
- Special programs and therapy for children who have witnessed violence in the home
- Assist victims in securing resources (e.g. Texas Crime Victims Compensation fund)
- Accompaniment to medical providers, law enforcement and legal proceedings
- Act as a liaison with appropriate agencies on behalf of clients
- Provide information and referral services
- 24-hour Hospital Emergency Advocate Response Team (HEARTeam)
- Accompaniment to medical providers, law enforcement and legal proceedings
- Liaison with appropriate agencies and coordination of Sexual Assault Task Force, Caldwell County Family Violence Task Force, and the Multi-Disciplinary Team.
- Case management, trial preparation, video recorded forensic interviews
- Transitional housing and free childcare for women and their young children who are exiting shelter but not yet able to sustain independent living, away from their abusers.

FY 2026-2027 Requested Amount & Plan for Funds

Fiscal Year 2026-2027
Request to the City of Lockhart……. $12,000

Funds will be utilized to help cover the rent of $1,000/MO for the Lockhart office and to assist with the costs incurred with providing services to Lockhart victims including counseling and advocacy and providing shelter to displaced victims of domestic/sexual violence in the McCoy Family Shelter and providing Forensic Interviews to victims of child abuse from Lockhart. We have based our request on providing services to 167 victims from Lockhart last year.

Efforts to Secure Funding from other Lockhart Entities

HCWC seeks the support of Lockhart restaurants every October for our Dining for Change program. Additionally, we are grateful for the support of a variety of Lockhart businesses as sponsors of and contributors to our Annual Auction and Annual Purse Bingo events.

NON-PROFIT/SPECIAL INTEREST ORGANIZATIONS FUNDING REQUESTS

FYE 2027

LOCKHART AREA SENIOR CITIZEN CENTER

$4,000

Lockhart Area Senior Activity Center, Inc.

Severo Castillo, Director| 901 Bois D'Arc St.|Lockhart, Tx| 78644| 512-398-6322
Board of Directors: President – Diana Coker, Vice- President-Mary Gail Bartsch, Secretary – Linn Mistrot, Treasurer – Sherry Nitz, Sadie Zaldivar.

FYE 2025 Non-Profit Funding Request
Attn: Finance Department

2026-2027 Mission Statement and benefit of our organization:

Our mission is to provide a pleasant environment/ facility where seniors throughout the community can come and enhance their living experience. Our facility enables seniors to socialize, make new friends, enjoy a nutritious and affordable home-cooked meal, as well as participate in an exercise program suited for them.

We provide home delivered lunches M-F to those who are homebound. Seniors also have the opportunity to increase their self-esteem by volunteering in our thrift shop as well as contributing to assorted fund-raising activities. Our Thrift Shop is a major outlet for the local community to purchase clothes and home products at an affordable price.

Members benefit from a couple of groups and organizations that come in monthly offering information relevant to seniors: Seniors and Law Enforcement Together (S.A.L.T) and Caldwell County Retired Teachers.

We participate in the Community Supervision Restitution program and have assisted many community service workers in complying with their restitution agendas.

We raise money to provide scholarships to graduating high school seniors.

Previous Contributions

Previous year's contribution helped pay for general operating expenses: insurance policies, tax service and monthly and quarterly sales taxes. We replaced 2- window air-conditioners, replaced the flooring in the main lobby and are painting part of the interior walls.

2026-2027 budget years

We are very thankful for the City's contribution of $4,000.00. Your donation will help pay for general operating expenses, insurance policies, tax preparation, new flooring and thrift Shop improvements. The monies also help subsidize our daily lunches. We will be submitting applications to Wal-mart and HEB foundations in an effort to secure funding.

Lockhart Area Senior Activity Center, Inc.

Operating Statement for January 1, 2025- December 31, 2026
(unaudited)

Sales

Meals	$46,081.50	
Thrift Shop	$50,404.30	
Miscellanous	$15,069.53	(books, coffee, dues, gift shop)
Donations	$8,242.00	
Gross Sales	$119,797.33	

Expenses

Administrative	$12,369.80	
Food	$22,486.53	
Wages	$39,518.85	
General Supplies	$2,616.55	(repairs, regular mnt.)
Kitchen Supplies	$1,441.28	
Maint/Services	$12,918.65	
Payroll Taxes	$17,211.05	
Sales Taxes	$3,897.90	
Insurance	$3,606.00	
Total Expenses	$116,066.61	
Net Gain/Loss		$3,730.72

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: June 16, 2026

AGENDA ITEM CAPTION: Discussion regarding awarding a Solid Waste and Recycling Collection Services Contract to Republic Services of Texas, Ltd. d/b/a Central Texas Refuse.

ORIGINATING DEPARTMENT AND CONTACT: Public Works - Sean Kelley

ACTION REQUESTED: Award of Contract

BACKGROUND/SUMMARY/DISCUSSION:

The City of Lockhart retained Burns & McDonnell to assist with a competitive procurement process for a new citywide solid waste and recycling collection services contract. The Request for Proposals (RFP) was released on November 10, 2025, and proposals were received from five qualified firms on December 22, 2025. Following proposal evaluations, interviews, reference checks, and contract negotiations, Republic Services of Texas, Ltd., operating locally as Central Texas Refuse (CTR), was selected as the recommended service provider.

CTR has provided solid waste collection services to the City of Lockhart since 2004, with the current agreement approved by City Council in 2021. To allow additional time for negotiations and development of the final agreement, City Council approved a two-month extension of the existing contract, extending the service term from June 1, 2026, to August 1, 2026.

The proposed agreement includes several enhancements to existing services, including:

- Universal residential curbside recycling service for all residential customers (including glass recycling);
- Monthly residential brush and bulky waste collection;
- Optional commercial recycling services; and
- New side-loading trucks, new solid waste and recycling bins, and access to a "Track My Truck" mobile application.

The agreement provides for an initial seven-year term beginning August 1, 2026, and expiring July 31, 2033, with optional renewal terms subject to mutual agreement of the parties. If approved, Republic Services will begin implementation and transition activities in preparation for the August 1, 2026 service commencement date. Staff will also begin a public education and outreach campaign, including information published on the City's website, social media platforms, and utility bill inserts to inform residents and businesses about the new service offerings, collection schedules, recycling program, brush and bulky waste collection services, and other operational details associated with the transition to the new contract.

PROJECT SCHEDULE (if applicable):

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

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

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends awarding the Solid Waste and Recycling Collection Services Contract to Republic Services of Texas, Ltd. d/b/a Central Texas Refuse and authorizing the City Manager to execute all necessary contract documents.

LIST OF SUPPORTING DOCUMENTS: Lockhart Solid Waste Contract Final

CITY OF LOCKHART

SOLID WASTE AND RECYCLING COLLECTION SERVICES CONTRACT

CONTENTS

1.0 RECITALS 11
1.1 Recitals Incorporation 11
2.0 DEFINITIONS 12
2.1 Definitions 12
3.0 REPRESENTATIONS 21
3.1 Representations 21
3.1.1 Representations by the City 21
3.1.2 Representations by the Contractor 21
4.0 GENERAL CONDITIONS 22
4.1 Designated Representative 22
4.2 Compliance with Laws and Regulations 22
5.0 SERVICE AREA 23
6.0 RIGHT TO PROVISION OF SERVICES 23
6.1 Right to Operate Collection Vehicles 23
6.2 Exclusive Right to Provision of Collection Services 23
7.0 EFFECTIVE DATE AND TERM OF AGREEMENT 24
7.1 Effective Date of Agreement 24
7.2 Initial Term 24
7.3 Optional Renewal Terms 24
8.0 RESIDENTIAL COLLECTION SERVICES 24
8.1 Residential Collection Services Scope 24
8.1.1 Residential Trash Collection Services Scope 24
8.1.2 Residential Recycling Collection Services 25
8.1.3 Residential Yard, Brush, and Bulky Waste Collection Services 25
8.1.4 Additional Residential Yard, Brush, and Bulky Waste Collection Services 25
8.2 Residential Collection Services Location 25
9.0 COMMERCIAL COLLECTION SERVICES 26
9.1 Commercial Collection Services Scope 26
9.2 Commercial Collection Service Location 26
9.3 Unscheduled Extra Collection 26

10.0 CITY FACILITIES 26
10.1 Commercial Collection Days 27
11.0 CITY EVENTS AND SPECIAL PROJECTS 27
12.0 CASH DONATION 27
13.0 COLLECTION DAYS AND HOLIDAYS 27
13.1 Residential Collection Days 27
13.2 City Services Collection Days 27
13.3 Holidays 27
14.0 HOURS OF OPERATION 28
15.0 DISPOSAL SERVICES 28
16.0 RECYCLABLE MATERIAL PROCESSING SERVICES 28
16.1 Recyclable Material Facility Requirements 28
16.2 Addition and Deletion of Program Recyclable Materials 29
17.0 TRANSFER STATION PROCESSING SERVICES 29
18.0 COMMINGLING OF MATERIALS AND DISPOSAL OF PROGRAM RECYCLABLE MATERIALS PROHIBITED 29
18.1 Commingling of Materials 29
18.2 Disposal of Program Recyclable Materials Prohibited 29
19.0 STORM AND DISASTER DEBRIS MANAGEMENT 29
20.0 COLLECTION VEHICLES 30
20.1 Inspection of Collection Vehicles 30
20.2 Appearance of Collection Vehicles 30
20.3 Age of Collection Vehicles 30
20.4 Purchase, Operation, Maintenance, Storage and Replacement of Collection Vehicles 30
20.5 Collection Vehicle Specifications 31
21.0 CARTS 32
21.1 Ownership of Carts 32
21.2 Cart Operations 32
21.3 Cart Inventory Data 32
21.3.1 Cart Inventory Database 32

21.3.2 Requirements for Cart Inventory Report and Collection of Excess Carts 32
21.4 Cart Inventory Replacement 33
21.5 Cart Operations Facility and Location 33
21.6 Cart Purchase 33
21.7 Cart Maintenance, Repair, and Replacement 33
21.8 Cart Specifications 34
21.9 Cart Appearance 35
21.10 Cart Warranty 35
22.0 OTHER COLLECTION EQUIPMENT 36
22.1 Appearance of Other Collection Equipment 36
22.2 Other Collection Equipment Specifications 37
22.3 Purchase, Operation, Storage and Replacement of Other Collection Equipment 37
22.4 Other Collection Equipment Inspection and Maintenance 37
22.5 Ownership of Collection Equipment other than Carts 37
23.0 UNACCEPTED SET-OUTS 38
24.0 MISSED COLLECTION 38
25.0 PUBLIC EDUCATION NOTICES 39
26.0 SPILLAGE, LEAKAGE AND LITTER 40
27.0 CUSTOMER LIST 40
28.0 COST ADJUSTMENT 40
28.1 Annual Cost Adjustment Process 40
28.2 Annual Cost Adjustment Index 41
29.0 PERSONNEL 41
29.1 Contractor's Representative 41
29.2 Personnel Standards 41
30.0 CUSTOMER SERVICE 42
30.1 Customer Service Responsibilities 42
31.0 PLANNING DOCUMENTS 42
31.1 Contingency Plan 42
31.2 Transition Plan 43

32.0 DAMAGE TO PROPERTY 44

33.0 NUISANCE CONTROL 44

34.0 CITY'S RIGHTS TO INSPECT FACILITIES AND EQUIPMENT 44

35.0 OWNERSHIP AND RISK OF LOSS FOR TRASH, BRUSH AND BULKY WASTE, YARD WASTE AND PROGRAM RECYCLABLE MATERIALS 44

36.0 INSURANCE REQUIREMENTS 44

37.0 LIQUIDATED DAMAGES 45

37.1 Liquidated Damages - General 46

37.2 Liquidated Damages -Collection Services 46

37.3 Liquidated Damages -Processing and Disposal Services 48

38.0 PAYMENT WITHHELD 48

39.0 LETTER OF CREDIT OR PERFORMANCE BOND 49

40.0 FORCE MAJEURE 49

41.0 TERMINATION 50

41.1 Termination for Cause 50

41.2 Notice of Default and Opportunity to Cure 50

41.3 Right to Terminate 51

42.0 ACTS OF DEFAULT OR DEFAULT 51

43.0 DISPUTE RESOLUTION 51

43.1 Interpretation of Agreement 51

43.2 Definition of Claim 51

43.3 Process for Dispute Resolution 52

43.4 Operations During Dispute 52

44.0 RECORDKEEPING 53

45.0 REPORTING 54

46.0 CUSTOMER BILLING 54

47.0 MISCELLANEOUS 55

47.1 Indemnification 55

47.2 Assignment and/or Subcontracting 55

47.3 Taxes 55

47.4 Succession of Agreement 55
47.5 Survival 55
47.6 Joint Preparation 56
47.7 No Penalties 56
47.8 Relationship 56
47.9 Further Assurance 56
47.10 Time of the Essence 56
47.11 Captions and Section Headings 56
47.12 No Waiver 56
47.13 Entire Agreement and Modification 56
47.14 Severability 56
47.15 Knowledge 57
47.16 Attachments 57
47.17 Governing Law 57
47.18 Attorney Fees 57
47.19 Anti-Boycott, Anti-Discrimination, and Anti-Terrorism 57
47.20 Relationship of Parties 58
47.21 Entirety of Agreement 58
47.22 Amendment of Agreement 59
47.23 No Surrender of Governmental Power 59
47.24 No Waiver of Governmental Power 59
47.25 Termination Due to Lack of Appropriations 59

48.0 AUTHORIZATION 59

49.0 SIGNATURES 60

50.0 ATTACHMENT 1: RESIDENTIAL COLLECTION SERVICES UNIT PRICES 1

51.0 ATTACHMENT 2: COMMERCIAL COLLECTION SERVICES UNIT PRICES 2

52.0 ATTACHMENT 3: CITY OF LOCKHART RFP 2025-04 6

1.1 INTRODUCTION 19
1.1.1 Overview 19
1.1.2 Draft Agreement 19
1.1.3 Agreement Term 19
1.1.4 Overview of Stages of Procurement and Implementation 20

1.2 DEFINITIONS 21
1.3 BACKGROUND 23
1.3.1 Verification of Information 23
1.3.2 City Information 23
1.3.3 Existing Residential Curbside Collection Services 23
1.3.4 Existing Commercial Collection Services 26
1.3.5 City Facilities 29
1.3.6 City Events and Special Projects 30
1.3.7 Existing Use of Landfill Drop-Off 30
1.4 GENERAL CONDITIONS OF RFP PROCESS AND TERMS OF CONTRACT 31
1.4.1 Proposal Submission 31
1.4.2 Late Proposals 32
1.4.3 Withdrawal of Proposals 32
1.4.4 Amendment of Proposals 32
1.4.5 Proposal Irrevocability 32
1.4.6 Authorized Signatures 32
1.4.7 Proposer Costs 32
1.4.8 Tax Exempt Status 33
1.4.9 Proprietary Data 33
1.4.10 Waiver of Claims 33
1.4.11 Compliance with Federal, State, County, and Local Laws 33
1.4.12 Purchase Orders and Payment 34
1.4.13 Letter of Credit or Performance Bond 34
1.4.14 Agreement Incorporation 34
1.4.15 Cooperative Purchasing 34
1.4.16 Invoicing 35
1.4.17 Venue 35
1.4.18 Exclusive Franchise and Franchise Fee 35
1.4.19 Termination 35
1.4.20 Change Orders 36
1.4.21 Invalid, Illegal, or Unenforceable Provisions 36
1.4.22 Injuries or Damages Resulting from Negligence 36
1.4.23 Conflict of Interest 36
1.4.24 Certificate of Interested Parties (Form 1295) 37
1.4.25 Insurance Requirements 38
1.5 RFP PROCESS AND EVALUATION CRITERIA 39
1.5.1 Schedule of Events 39
1.5.2 Optional Pre-Proposal Conference 40
1.5.3 RFP Documents and Document Distribution 40

1.5.4 Addenda to the RFP Documents 41
1.5.5 RFP Procedural and Content Clarifications 41
1.5.6 Proposer to Make Own Examination 42
1.5.7 Errors or Omissions 42
1.5.8 The City's Clarification and Verification of Proposals 43
1.5.9 Proposal Acceptance Period 43
1.5.10 Communication Restrictions 43
1.5.11 Exceptions to the RFP Documents 44
1.5.12 Proposer Interviews 44
1.5.13 Evaluation Criteria 44
1.5.14 Evaluation Committee and Advisors 46
1.5.15 Steps in the Evaluation Process 46
1.5.16 General Evaluation and Disqualification Provisions 48
1.6 SCOPE OF WORK 50
1.6.1 Cost Adjustments 50
1.6.2 Recordkeeping and Reporting 50
1.6.3 Contingency Plan 51
1.6.4 Transition Plan 51
1.6.5 City's Responsibilities 51
1.6.6 Inspection Rights 52
1.6.7 Days and Hours of Operation 52
1.6.8 Holidays 52
1.6.9 Personnel Standards 52
1.6.10 Nuisance Control 53
1.6.11 Property Damage 53
1.6.12 Liquidated Damages 53
1.6.13 Customer Service and Communications 53
1.6.14 Residential Trash Collection Services 53
1.6.15 Residential Recycling Collection Services 54
1.6.16 Yard, Brush, and Bulky Waste Collection Services 54
1.6.17 Additional Yard, Brush, and Bulky Waste Collection Services 55
1.6.18 Household Hazardous Waste Collection Services 55
1.6.19 Commercial Collection 55
1.6.20 Cart Purchase Service 56
1.6.21 City Facilities 57
1.6.22 City Events and Special Projects 57
1.6.23 Landfill Drop-Off 57
1.6.24 Collection Location 57
1.6.25 Waste Disposal Sites 58

1.6.26 Recyclable Material Facility 58
1.6.27 Transfer Stations 58
1.6.28 Household Hazardous Waste Processing Facility 59
1.6.29 Commingling of Materials 59
1.6.30 Unaccepted Set-Outs 59
1.6.31 Carts and Containers 59
1.6.32 Missed Collection 60
1.6.33 Storm and Disaster Debris Management 60
1.6.34 Education and Outreach 61
1.6.35 Vehicle and Equipment Standards 61
1.6.36 Customer Billing 61
1.7 PROPOSAL FORMAT 63
1.7.1 General Instructions 63
1.7.2 Signatures 63
1.7.3 Typed or Inked Corrections 63
1.7.4 Proposal Format 63
1.7.5 Letter of Intent 64
1.7.6 Company History and Ownership 65
1.7.7 Statement of Organization 65
1.7.8 Company Experience 65
1.7.9 Proof of Satisfaction of Minimum Requirements 65
1.7.10 Method of Approach 66
1.7.11 Financial Statements 71
1.7.12 Required Planning Documents 72
1.7.13 Key Personnel 73
1.7.14 Contractor's Representative 73
1.7.15 Legal Terms and Conditions 73
1.7.16 Financial Proposal 74
1.7.17 Forms 74
FORM 1 STATEMENT OF ORGANIZATION 1
FORM 2 PROJECT REFERENCES AND EXPERIENCE 1
Form 2A : Residential Collection References and Experience 1
Form 2B : Commercial Collection References and Experience 3
FORM 3 FINANCIAL PROPOSAL 1
Form 3A : Residential Trash Collection 1
Form 3A.1 : Residential Trash Collection, Once per Week 1
Form 3B : Residential Recycling Collection 2

Form 3C : Residential Yard, Brush, and Bulky Waste Collection 3
Form 3D : Residential Household Hazardous Waste Collection Service 4
Form 3E : Commercial Trash Collection Service 5
Form 3E.1 : Commercial Trash Cart Collection Service 5
Form 3E.2 : Commercial Trash Collection Service, Front Load 5
Form 3E.3 : Unscheduled Commercial Front Load Trash Collection 6
Form 3E.4 : Commercial Trash Roll Off Service 6
Form 3F : Commercial Recycling Collection Services 7
Form 3F.1 : Commercial Recycling Cart Collection Service 7
Form 3F.2 : Commercial Recycling Collection Service, Front Load 7
Form 3F.3 : Unscheduled Commercial Front Load Recycling Collection 8
Form 3F.4 : Commercial Recycling Roll Off Service 8
Form 3G : Optional Cart Purchase Services 9
Form 3G.1 : Contractor Purchase of New City-Owned Carts 9
Form 3G.2 : Optional Distribution of City-Purchased Carts 9
Form 3H : City Events and Special Projects 10
FORM 4 DISCOUNT FOR 7 YEAR INITIAL TERM FOR CONTRACT 1
FORM 5 ANNUAL FINANCIAL CONTRIBUTION 2
FORM 6 CERTIFICATE OF INSURABILITY 3
FORM 7 ACKNOWLEDGEMENT OF ADDENDA 1
FORM 8 NON-COLLUSION ACKNOWLEDGEMENT 1
FORM 9 EXCEPTION FORM 1
FORM 10 SUSPENSION OR DEBARMENT CERTIFICATE 1
FORM 11 RELEASE AND INDEMNIFICATION 1
FORM 12 SIGNATURE FORM 1
53.0 ATTACHMENT 4: ADDENDUM #1 1
54.0 ATTACHMENT 5: ADDENDUM #2 10
55.0 ATTACHMENT 6: ADDENDUM #3 14
56.0 ATTACHMENT 7: REPUBLIC SERVICE PROPOSAL, INTERVIEW RESPONSES, & BAFO 18

1.0 RECITALS

WHEREAS, The City issued a Request for Proposals for Solid Waste and Recycling Collection Services (hereinafter **"the RFP"**); and,

WHEREAS, The Contractor submitted a proposal in response to the RFP on or before December 12, 2025; and,

WHEREAS, The City received and evaluated proposals from proposers in response to the RFP; and,

WHEREAS, The City and The Contractor have engaged in negotiations regarding the RFP; and,

WHEREAS, The City desires to hire the Contractor to provide those services as specified hereinafter; and,

WHEREAS, the Contractor desires to provide those services specified hereinafter;

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, the City and the Contractor agree as follows:

1.1 Recitals Incorporation

The foregoing recitals are true and correct and hereby incorporated herein by reference.

2.0 DEFINITIONS

2.1 Definitions

As used herein, the following defined terms, phrases, words, and their derivations shall have the meanings as set forth in this Section. Throughout the Agreement, capitalization is used to indicate use of these defined terms. When not inconsistent with the context, words used in the present tense shall include the future, words importing persons shall include firms and corporations, words used in the plural shall include the singular, words used in the singular shall include the plural, words used in the masculine gender shall include the feminine gender, and word used in the feminine gender shall include the masculine gender.

5G — 5G shall mean fifth-generation broadband cellular software that provides device connectivity and greater bandwidth, faster download speeds, and more robust machine-to-machine communication.

Act of Default or Default **—** Act of Default or Default shall mean any failure to timely, fully and completely comply with one or more material requirements, obligations, performance criteria, duties, terms or conditions, as stated in this Agreement.

Additional Brush and Bulky Waste Services **—** Additional Residential Brush and Bulky Waste Services shall mean Residential Brush and Bulky Waste Services that exceed the collection quantity or collection frequency limits specified in Section 8.1.3.

Agreement **—** Agreement shall mean this document, including any written amendment thereto as agreed upon by the City and the Contractor.

Agreement Term— Agreement Term shall mean the full term of the Agreement, including the Initial Term and any Optional Renewal Term unless sooner terminated.

Alley Service Unit— Alley Service Unit shall mean a Residential Service Unit designated by the City to receive Residential Collection Services in an alley.

Applicable Law—means any applicable law (whether statutory or common), including statutes, ordinances, regulations, rules, governmental orders, governmental decrees, judicial judgments, constitutional provisions, and requirements of any kind and nature promulgated or issued by any governmental authority claiming or having jurisdiction.

Application Programming Interface (API) — API shall mean an interface that supports interactions between multiple software applications or mixed hardware-software applications, intended to provide rapid and reliable electronic communication through the City's data management and/or billing software.

Bag **—** Bag shall mean a non-dissolvable plastic sack with a capacity of up to approximately thirty-five (35) gallons designed or intended to store Trash with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a Bag and its contents that is set-out for collection with Bulky Waste Services shall not exceed forty (40) pounds.

Beyond Contractor's Control **—** Beyond Contractor's Control shall mean events that materially and adversely affect Contractor's ability to perform the obligations under the Agreement and are not due to Contractor's fault or negligence and could not be avoided by Contractor's exercise of commercially

reasonable efforts. Includes temporary landfill closure or extreme hazardous weather conditions but does not include economic hardship, manpower shortages, or equipment failure.

Brush — Brush shall mean cuttings or trimmings from trees, shrubs, or lawns and similar materials.

Bulky Waste — Bulky Waste shall mean large items such as furniture, appliances, mattresses, carpet, tires, and other items too large to place in 96-gallon Carts. Prohibited items include Construction or Demolition waste, treated wood, fence panels, dead animals, Hazardous Waste, Special Waste, automotive parts, and extra trash bags regardless of the quantity or contents.

Bulky Waste Services — Bulky Waste Services shall mean the collection and disposal of Bulky Waste and the collection and recycling of Bulky Waste by the Contractor pursuant to this Agreement.

Business Day — Business Day shall mean any day, Monday through Friday, from 8:00 AM, CDT until 5:00 PM, CDT.

Cart — Cart shall mean a receptacle with wheels with a capacity of up to approximately ninety-six (96) gallons designed or intended to be mechanically dumped into a loader-packer type truck and approved for use by the City.

City — City shall mean the City of Lockhart, Texas, and shall include the City's elected officials, officers, employees, agents, volunteers and representatives.

City Event — City Event shall mean an event sponsored or co-sponsored by the City and designated by the City to receive City Services. The City has the sole authority to add or eliminate City Events to receive City Services.

City Facility — City Facility shall mean any City owned or operated facility designated by the City as a City Facility to receive City Services. The City has the sole authority to add or eliminate City Facilities to receive City Services.

City's Representative — City's Representative shall mean the person designated to receive written notices and communication on behalf of the City as identified in Section 4.1.

City Services — City Services shall mean Trash, Bulky Waste, and Recycling Collection, Processing, and Disposal Services for City Facilities, and City Events as further described in Section 10.

Council — Council shall mean the City Council, the governing body of the City.

Collect or Collection — Collect or Collection shall mean the act of removing Trash and Bulky Waste and transporting it to a Disposal Site, the act of removing Recyclable Material and transporting it to a Recyclable Material Facility, or the act of removing Yard Waste and transporting it to a Processing Facility.

Collection Day — Collection Day shall have the meaning set out in Section 12.

Collection Services — Collection Services shall mean all duties and responsibilities of the Contractor related to Collection pursuant to this Agreement.

Commercial — Commercial shall mean originating from any structure or activity other than single-family and duplex residential development including but not limited to hotels, motels, residential structures containing three or more dwellings, residential care facilities, businesses, industrial, and institutional facilities, construction projects, or an individual renting one (1) or more Roll-Off Container(s) located at their residence.

Commercial Recyclable Material — Commercial Recyclable Material shall mean Recyclable Material Collected from Commercial buildings, establishments, or activities including multifamily dwellings, other than single-family and duplex residential development.

Commercial Recycling Collection Services — Commercial Recycling Collection Services shall mean Collection and delivery of Commercial Recyclable Materials to a Delivery facility pursuant to this Agreement.

Commercial Trash — Commercial Trash shall mean all normal waste products of Commercial buildings, establishments, or activities, excluding sewage and body waste, manure, dead animals over ten pounds in weight, Special Waste, Hazardous Waste, large tree trimmings, or any other waste material that cannot be broken down to fit into Commercial Trash Containers specified in this Agreement.

Commercial Trash Collection Services — Commercial Trash Collection Services shall mean Collection and delivery of Commercial Trash to a Delivery Facility pursuant to this Agreement.

Compactor — Compactor shall mean any container, regardless of its size, which has a compaction mechanism, whether stationary or mobile, and approved for use by the City.

Comply or Compliance — Comply or Compliance shall mean timely, fully and completely performing or meeting each and every term, requirement, obligation, performance criteria, duty or condition as stated in this Agreement. Compliance shall not mean substantial compliance. Substantial compliance shall be an Act of Default unless waived by the City solely by a written instrument.

Construction or Demolition Waste — Construction or Demolition Waste shall mean Municipal Solid Waste resulting from construction or demolition projects including all materials that are directly or indirectly the by-products of construction work or that result from demolition of buildings and other structures, including, but not limited to, paper, cartons, gypsum board, wood, excelsior, rubber, plastics, concrete, asphalt, and cardboard.

Container — Container shall mean Compactor, Front Load Container, or Roll-Off Container.

Contamination — Contamination shall mean the existence of any other material or substance on or contained in Program Recyclable Materials other than Program Recyclable Materials or the existence of any material or substance on or contained in Yard Waste other than Yard Waste

Contract Rates — Contract Rates shall mean the unit prices for Services as shown in Services as shown in Attachment 3 and Attachment 4 respectively.

Contractor — Contractor shall mean the corporation(s) responsible for performing Services pursuant to the Agreement and includes the Contractor's assignees and subcontractors.

Cubic Yard (CY) — Cubic Yard shall mean a unit of volume equal to the volume of a cube with sides of one (1) yard in length.

Curbside — Curbside shall mean within five (5) feet of the street or alleyway that provides primary access to the Residential Service Unit as designated by the City.

Customer — Customer shall mean the owner of a Commercial property or manager of a construction site located within the Service Area or their representative.

CY — See Cubic Yard.

Delivery Facility — Delivery Facility shall mean any suitably licensed transfer station, Disposal site, or Processing Facility designated by the City where the Contractor delivers Trash, Bulky Waste, Yard Waste or Recyclable Materials pursuant to this Agreement.

Discharge — Discharge shall mean the deposit, conduct, drain, emit, throw, run, allow to seep, or otherwise release, or to allow, permit, or suffer any of these acts or omissions.

Disposal — Disposal shall mean the authorized deposit of Solid Waste at a Disposal Site in accordance with the terms of this Agreement.

Disposal Site— Disposal Site shall mean a Solid Waste management facility authorized by the Texas Commission on Environmental Quality to receive such waste for final disposal in accordance with local, state, and federal requirements.

Effective Date — Effective Date shall mean the effective date of the Agreement as defined in Section 7.1.

Excluded Waste — Excluded Waste shall mean Hazardous Waste, Special Waste, and Construction and Demolition Waste.

Fiscal Year — Fiscal Year shall mean the period beginning October 1st of each year and ending on September 30th of the subsequent year for the term of the Agreement.

Force Majeure — Force Majeure shall mean events beyond the City's or the Contractor's control that delay the City or Contractor from performing any of its obligations under this Agreement other than its payment obligations as further described in Section 41.

Front Load Container — Front Load Container shall mean any Container, with a capacity of two (2) cubic yards to ten (10) cubic yards and designed to be lifted and emptied into a standard front load collection vehicles as approved for use by the City.

Generator — Generator shall mean any person, site or location that produces Solid Waste, or Recyclable Materials.

Gross Revenues — Gross Revenues shall mean all revenues received, directly or indirectly, by the Contractor, its affiliates, subsidiaries, parent, and any person in which the Contractor has a financial interest, from or in connection with this Agreement.

GVW — GVW shall mean Gross Vehicle Weight.

Hazardous Waste — Hazardous Waste shall mean any Solid Waste identified or listed as a hazardous waste by the administrator of the United States Environmental Protection Agency under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, 42 United States Code, §§6901 et seq., as amended.

Herein, Hereunder, Hereby, Hereto, Hereof, and any similar terms — shall mean this Agreement.

Initial Term — Initial Term shall mean the initial period that the Contractor shall perform the Services pursuant to the Agreement as further described in Section 7.2.

Marketing — Marketing shall mean identification and developing of end markets for Program Recyclable Material and the selling of Program Recyclable Material to end markets.

May — May shall mean something that is not mandatory but permissible.

Missed Collection — Missed Collection shall mean the Contractor's failure to perform any Collection required by this Agreement within the timeframe specified in the Agreement provided that the material intended for Collection was set out at the time and in the manner specified in the Agreement.

Modified Collection Location —Modified Collection Location shall mean a location other than the Curbside acceptable to both the Resident and the Contractor for providing Residential Trash Collection Services or Residential Recycling Collection Services. The City reserves the right to designate the Modified Collection Location if the Resident and the Contractor cannot agree on an acceptable location or the location agreed upon by the Resident and the Contractor presents or may present health and safety hazards.

Multi-family Complex — Multi-family Complex shall mean a continuous dwelling, including all Multi-family Units therein, under a common roof of three (three) or more units, whether contiguous or multi-level construction, and shall include, but not be limited to, dwellings considered to be apartment houses, grouped housing, or condominiums.

Multi-family Unit — Multi-family Unit shall mean each dwelling unit in a Multi-Family Complex under a common roof of three (3) or more units. Multi-Family Units shall include, but not be limited to, dwelling units in apartment houses, grouped housing, or condominiums.

Optional Renewal Term — Optional Renewal Term means an optional addition to the term of the Agreement that the City can exercise at its sole discretion as further described in Section 7.3.

Person — Person shall mean an individual, corporation, organization, government or governmental subdivision or agency, business trust, partnership, association, or any other legal entity.

Process, Processed or Processing — Process, Processed, or Processing shall mean Recovery of Recyclable Materials, Treatment into Recovered Materials, and marketing of Recovered Materials to end markets; Recovery of Yard Waste, treatment into mulch or compost, and marketing of mulch or compost to end markets.

Processing Facility — Processing Facility shall mean a facility permitted under all applicable local, state, and federal laws and regulations for Processing Yard Waste or Recyclable Material.

Program Aluminum and Steel Recyclable Material — Program Aluminum and Steel Recyclable Material shall mean any beverage container, food can, bi-metal container, or lid with or without paper labels, rings,

and lids composed primarily of whole iron, aluminum, steel, or other Recyclable Material of a similar nature.

Program Glass Recyclable Material — Program Glass Recyclable Material shall mean any glass food and beverage bottles, containers, or jars with or without paper labels, rings, and lids. Program Glass Recyclable Material shall not mean window glass, porcelain, or china.

Program Household Hazardous Waste (HHW) Material — Program Household Hazardous Waste Material shall mean paint, motor oil, batteries, cleaners, herbicides, insecticides and other common household hazardous wastes as listed in Attachment 5 and approved by the City for acceptance in its Household Hazardous Waste Collection Services program.

Program Paper Recyclable Material — Program Paper Recyclable Material shall mean any:

(i) Kraft paper;
(ii) Corrugated containers that have liners of Kraft, jute, or test liner including dry food boxes, beer and soda carriers, shoe boxes;
(iii) Old newspaper including slick paper inserts;
(iv) Chipboard; and
(v) Other mixed paper including but not limited to junk mail, junk mail inserts, residential mixed paper, bagged shredded paper, high-grade paper, white and colored ledger, copier paper, office paper, laser printer paper, computer paper including continuous-formed perforated white bond or green bar paper, book paper, cotton fiber content paper, duplicator paper, form bond, manifold business forms, mimeo paper, note pad paper (no backing), loose leaf fillers, stationery, writing paper, paper envelopes without plastic windows, carbonless (NCR) paper, tabulating cards, facsimile paper, manila folders, magazines, paperback books, small catalogs, telephone books and Yellow Pages.

Program Plastic Recyclable Material — Program Plastic Recyclable Material shall mean any rigid plastic bottle, container, jug, or jar made from #1 through #5 or #7 plastic.

Program Recyclable Material — Program Recyclable Material shall mean Program Paper Recyclable Material, Program Plastic Recyclable Material, Program Glass Recyclable Materials, and Program Aluminum and Steel Recyclable Material.

Program Recyclable Material — Program Recyclable Material shall mean Program Paper Recyclable Material, Program Plastic Recyclable Material, Program Glass Recyclable Materials, and Program Aluminum and Steel Recyclable Material.

Proposal — Proposal shall mean the proposal submitted by the Contractor in response to the Request for Proposals.

Recovered Material — Recovered Material shall mean Program Recyclable Materials that have been processed at the Recyclable Material Facility to market specifications.

Recyclable Material — Recyclable Material shall mean material that has been recovered or diverted from the nonhazardous Solid Waste stream for purposes of reuse, recycling, or reclamation, and is any material or product designated in writing by the City as being suitable for reuse, recycling, or reclamation.

Recyclable Material Facility — Recyclable Material Facility shall mean the facility where the Contractor receives and processes Recyclable Materials, including all contiguous land, structures, other appurtenances, and improvements on the land. A facility may be publicly or privately owned and may consist of several processing or storage units.

Recycling — Recycling shall mean a process by which materials that have served their intended use or are scrapped, discarded, used, surplus, or obsolete are collected, separated, or processed and returned to use in the form of raw materials in the production of new products.

Request for Proposals (RFP) — Request for Proposals shall mean City of Proposer Request for Proposals Number 2025-04 through which the City solicited proposals to provide the Services contemplated in this Agreement.

Resident — Resident shall mean a person who resides at a Residential Service Unit.

Residential Trash — Residential Trash means all normal waste products of single-family and duplex residential development, other than sewage and body waste, manure, dead animals over ten pounds in weight, Special Waste, Hazardous Waste, large tree trimmings, Construction or Demolition Waste, or any other waste material that cannot be broken down to fit into residential Trash receptacles specified in this Agreement.

Residential Service Unit — Residential Service Unit shall mean a residential building with two (2) or fewer dwelling units located within the City occupied by a person or group of persons. A Residential Service Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto.

Residential Services — Residential Services shall mean Trash Services, Bulky Waste Services, Recycling Services, and Yard Waste Collection Services for Residential Service Units.

Residue — Residue shall mean material that is Processed at the Recyclable Material Facility but is not recovered and is disposed of as Solid Waste, including both Contamination and unrecovered Recyclable Material.

RFP — see "Request for Proposals."

Roll-Off Container— Roll-Off Container shall mean any container, excluding compactors, with a capacity of ten (10) cubic yards or more which is designed to be loaded onto a standard roll-off truck and transported to a Solid Waste Facility or Recyclable Material Facility and approved for use by the City.

Rubbish — Rubbish shall mean non-putrescible solid waste (excluding ashes), consisting of both combustible and noncombustible waste materials. Combustible rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, brush, or similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, and similar materials that will not burn at ordinary incinerator temperatures (1,600 degrees Fahrenheit to 1,800 degrees Fahrenheit).

Scavenging — Scavenging shall mean the unauthorized removal of Recyclable Material after the generators thereof divest control physically or as a matter of appropriate law, rule or regulation.

Service Area — Service Area shall mean the area contained within the limits of the City of Lockhart, Texas, as may be amended from time to time.

Services — Services shall mean all duties and responsibilities of the Contractor pursuant to this Agreement.

Service Commencement Date — Service Commencement Date shall mean June 1, 2026, or an alternative date mutually agreed upon by the City and the Contractor in writing.

Service Unit — Service Unit shall mean a property qualifying for Service under the Agreement.

Shall — Shall will always mean mandatory and not merely directory.

Single Stream — Single Stream shall mean Program Recyclable Materials that are commingled and that do not require the generator to subdivide the Program Recyclable Materials prior to collection.

Solid Waste — Solid Waste shall mean Trash, rubbish, sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and agricultural operations and from community and institutional activities, but does not include:

(i) Solid or dissolved material in domestic sewage or irrigation return flows or industrial discharges subject to regulation by permit issued under Chapter 26, Water Code;
(ii) Soil, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for surface improvement construction.

Solid Waste Facility — Solid Waste Facility shall mean all contiguous land, structures, other appurtenances, and improvements on the land used for disposing of Solid Waste.

Special Waste — Special Waste shall mean any Solid Waste or combination of Solid Wastes that because of its quantity, concentration, physical or chemical characteristics, or biological properties requires special handling and disposal to protect the human health or the environment. If improperly handled, transported, stored, processed, or disposed of or otherwise managed, it may pose a present or potential danger to the human health or the environment. Special Wastes shall include:

(i) Hazardous waste from conditionally exempt small-quantity generators that may be exempt from full controls under Chapter 335, Subchapter N of Texas Administrative Code, Title 30
(ii) Class 1 industrial nonhazardous waste
(iii) Untreated medical waste
(iv) Septic tank pumpings
(v) Grease and grit trap waste
(vi) Wastes from commercial or industrial wastewater treatment plants; air pollution control facilities; and tanks, drums, or containers used for shipping or storing any material that has been listed as a hazardous constituent in 40 Code of Federal Regulations (CFR) Part 261, Appendix VIII but has not been listed as a commercial chemical product in 40 CFR §261.33(e) or (f)
(vii) Slaughterhouse wastes
(viii) Dead animals
(ix) Drugs, contaminated foods, or contaminated beverages, other than those contained in normal household waste
(x) Pesticide (insecticide, herbicide, fungicide, or rodenticide) container

(xi) Discarded materials containing asbestos
(xii) Incinerator ash
(xiii) Soil contaminated by petroleum products, crude oils, or chemicals in concentrations of greater than 1,500 milligrams per kilogram total petroleum hydrocarbons; or contaminated by constituents of concern that exceed the concentrations listed in Table 1 of §335.521(a)(1) of Texas Administrative Code, Title 30
(xiv) Used oil
(xv) Waste from oil, gas, and geothermal activities subject to regulation by the Railroad Commission of Texas when those wastes are to be processed, treated, or disposed of at a solid waste management facility authorized under this chapter
(xvi) Waste generated outside the boundaries of Texas that contains:
(a) any industrial waste
(b) any waste associated with oil, gas, and geothermal exploration, production, or development activities
(c) any item listed as a special waste in this paragraph
(xvii) Lead acid storage batteries
(xviii) Used-oil filters from internal combustion engines.

State — State shall mean the State of Texas.

Substantial Compliance — Substantial Compliance shall pertain solely to acts of Contractor being less than full and complete compliance and being ninety percent (90%) or more of full compliance. Substantial compliance shall mean an act of default.

Ton — Ton shall mean a unit of weight equal to 2,000 pounds.

Transition Plan — Transition Plan shall mean procedures established to ensure timely, smooth, and uninterrupted transitions between service providers at the beginning and end of the Agreement as further described in Attachment 2.

Trash — Trash shall mean Residential Trash and Commercial Trash.

Trash Collection Services— Trash Collection Services shall mean Residential Trash Collection Services and Commercial Trash Collection Services.

Unaccepted Set-out — Unaccepted set-out shall mean a set-out for collection that does not comply with the requirements of the Agreement.

Will — Will shall mean mandatory and not merely directory.

Yard Waste — Yard Waste shall mean cuttings or trimmings from trees, shrubs, or lawns, and similar materials such as grass, leaves, flowers, stalks, tree trimmings, Brush, and branches that are set out to be collected as a part of the Yard Waste Collection Service. Any such material set out to be collected with Trash or Bulky Waste Services shall be considered Trash or Bulky Waste.

Yard Waste Bag — Yard Waste Bag shall mean Kraft bag or other sack authorized by the City, designed to store Yard Waste with sufficient wall strength to maintain physical integrity when lifted. Total weight of a Yard Waste Bag and its contents shall not exceed forty (40) pounds.

Yard Waste Bundle — Yard Waste Bundle shall mean limbs or Brush cut into lengths of 4 feet or less and securely tied with no limbs exceeding six inches in diameter and no bundle exceeding 50 pounds in weight.

Yard Waste Collection Service — Yard Waste Collection Service shall mean the Collection of Yard Waste and delivery to the Delivery Facility pursuant to this agreement.

3.0 REPRESENTATIONS

3.1 Representations

3.1.1 Representations by the City

The City represents to the Contractor that the City is duly organized and existing in good standing under the laws of the State and is duly qualified and authorized to perform governmental functions and operations as contemplated by this Agreement.

3.1.2 Representations by the Contractor

The Contractor makes the following representations to the City.

(i) The Contractor is duly qualified and in good standing to do business in the State and is duly qualified and in good standing to do business wherever necessary to carry on the business and operations required to perform all required Services as contemplated by this Agreement.

(ii) The Contractor has obtained or will provide the necessary processing and marketing capacity for Program Recyclable Material for the Initial Term and Optional Renewal Terms as defined in Section 7.0 of this Agreement.

(iii) The Contractor will obtain at their own expense all applicable environmental and other governmental permits, licenses and authorizations as required under Federal, State, local law, regulation, rule, or ordinance that are necessary to perform the Services.

(iv) The Contractor will obtain at their own expense all required insurance coverages specified in this Agreement.

(v) The Contractor will obtain at their own expense the required performance bond or letter of credit specified in this Agreement.

(vi) To the best of the Contractor's knowledge, there is no action, suit or proceeding, at law or equity, before or by any court or government authority, pending or threatened against the Contractor, wherein an unfavorable decision, ruling or finding would materially and adversely affect the performance by the Contractor of its obligation hereunder or the other transactions contemplated hereby, or which, in any way, would adversely affect the validity or enforceability of this Agreement, or any other related contract or instrument entered into by the Contractor.

4.0 GENERAL CONDITIONS

4.1 Designated Representative

Any notices or communication required or permitted to be made to either the City or the Contractor under this Agreement shall be made to the Designated Representative in writing:

If to the Contractor: Municipal Sales Manager

Republic Services

9316 FM 812

Austin, TX 78719

If to the City: City Manager

City of Lockhart

308 W San Antonio St

Lockhart, TX 78644

The City Manager serves as the City's Representative for this Agreement and as the sole point of contact for the Contractor(s).

Notice shall be deemed to be given: (a) if personally delivered, when delivered; (b) if mailed, five (5) business days after receipted delivery to the U.S. Mail; (c) if delivered to Federal Express, or any other nationally recognized overnight carrier, one (1) business day after delivery to such overnight carrier. Each party, by similar written notice given five (5) business days in advance to the other Parties in the aforesaid manner, may change the address to which notice may be sent.

4.2 Compliance with Laws and Regulations

The Contractor understands, acknowledges, and agrees the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989.

Pursuant to the provisions of A.R.S. §41-4401, the Contractor warrants to the City that the Contractor and all its subcontractors are in compliance with all Federal Immigration laws and regulations that relate to their employees and with the E-Verify Program under A.R.S. §23-214(A).

A breach of this warranty by the Contractor or any of its subcontractors will be deemed a material breach of this Agreement and may subject the Contractor or subcontractor to penalties up to and including termination of this Agreement or any subcontract.

The City retains the legal right to inspect the papers of any employee of the Contractor or any subcontractor who works on this Agreement to ensure that the Contractor or any subcontractor is complying with the warranty given above.

The City may conduct random verification of the employment records of the Contractor and any of its subcontractors to ensure compliance with this warranty.

The City will not consider the Contractor or any of its subcontractors in material breach of this Agreement if the Contractor and its subcontractors establish that they have complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A). The "E-Verify Program" means the employment verification pilot program as jointly administered by the United States Department of Homeland Security and the Social Security Administration or any of its successor programs.

The provisions of this Article shall be included in any agreements with subcontractors who provide services under this Agreement. "Services" are defined as furnishing labor, time or effort in the State of Texas by a contractor of subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

In addition, the Contractor shall comply with the following laws:

(i) Occupational Safety and Health Administration (OSHA)
The Contractor warrants that any work performed on City property or in a location partially or entirely under the Contractor's control will be performed in accordance with OSHA requirements and all applicable labor laws, regulations, and standards.

(ii) Equal Employment Opportunity
Contractor will comply with applicable laws, statutes, codes, rules and regulations related to or prohibiting discrimination in employment in the performance of its work under this Agreement.

(iii) Fair Labor Standards Act
Contractor is required and hereby agrees by execution of this Agreement to pay all employees not less than the Federal minimum wage and to abide by other requirements as established by the Congress of the United States in the Fair Labor Standards Act, as amended from time to time.

5.0 SERVICE AREA

The Contractor shall be required to perform the Services for all properties located within the Service Area, which includes the area contained within the limits of the City of Lockhart, Texas, as may be amended from time to time.

6.0 RIGHT TO PROVISION OF SERVICES

6.1 Right to Operate Collection Vehicles

City hereby grants the Contractor for the Agreement Term, the right and privilege to have, use and operate its vehicles on, over, and along, and across the present and future streets and alleys of the City as reasonably required to perform the Services contemplated under the Agreement.

6.2 Exclusive Right to Provision of Collection Services

The Contractor shall have the exclusive right to provide all Collection Services within the City including providing all Collection Services to Residential Service Units, Multi-family Complexes, and Commercial

Service Units including industrial or institutional properties and construction sites. The Contractor, not the City, shall be responsible for defending the rights granted herein against third parties.

Notwithstanding the Contractor's exclusive right to provide Collection Services, it is understood and agreed that a construction contractor may haul and dispose of Construction or Demolition waste generated by a project located within the City that the construction contractor was hired to perform, provided that the construction contractor uses its own equipment to store and haul the Construction or Demolition Waste.

7.0 EFFECTIVE DATE AND TERM OF AGREEMENT

7.1 Effective Date of Agreement

Except as otherwise provided for herein, the obligations of the parties shall take effect on the date of execution hereof.

7.2 Initial Term

Unless sooner terminated in accordance with Section 42.0, the Initial Term of the Agreement shall be for a seven (7) year period commencing on August, 1st 2026 and continuing in effect until July 31st, 2033.

7.3 Optional Renewal Terms

The City and Contractor may, by mutual written agreement, renew this Agreement for one or more optional renewal terms ("Optional Renewal Term(s)"), provided that the combined total term of the Agreement, including the Initial Term and any Optional Renewal Terms, shall not exceed ten (10) years.

No Optional Renewal Term shall be effective unless agreed to in writing by both parties. At least three hundred sixty five (365) days prior to the expiration of the then-current term, the City may provide written notice of its interest in renewing the Agreement. Following such notice, the parties shall engage in good faith negotiations and use commercially reasonable efforts to agree upon the terms of the applicable Optional Renewal Term, including any adjustments to compensation or service requirements.

Unless otherwise agreed in writing, any Optional Renewal Term shall be on substantially the same terms and conditions as this Agreement, as previously amended.

If the parties are unable to reach agreement on an Optional Renewal Term prior to the expiration of the then-current term, this Agreement shall expire in accordance with its terms without further obligation, except for those provisions that expressly survive termination.

8.0 RESIDENTIAL COLLECTION SERVICES

8.1 Residential Collection Services Scope

8.1.1 Residential Trash Collection Services Scope

The Contractor shall collect one (1) time per week, on a scheduled Collection Day, all Trash contained in Trash Carts. Each Residential Service Unit shall have a minimum of one (1) Trash Cart. A Trash Cart Set-Out shall not weigh more than 150 pounds, inclusive of the Cart and contents. A Resident may request that the Contractor increase the number of Trash Carts at their Residential

Service Unit for an additional charge. Upon the Contractor's receipt of a Resident's request to increase the number of Trash Carts at their Residential Service Unit, the Contractor shall collect, once per week on the same scheduled day as the first Trash Cart, all Trash contained in the number of Trash Cart(s) specified by the Resident.

8.1.2 Residential Recycling Collection Services

The Contractor shall collect every other week all Recyclable Materials in one (1) Recycling Cart. Each Residential Service Unit shall have a minimum of one (1) Recycling Cart. A Resident may request that the Contractor increase the number of Recycling Carts at their Residential Service Unit for an additional charge. Upon the Contractor's receipt of a Resident's request to increase the number of Recycling Carts at their Residential Unit, Contractor shall collect, one (1) time every other week on the same scheduled day as the first Recycling Cart, all Recyclable Materials contained in the number of Recycling Cart(s) specified by the Resident. Residential Service Units shall not be required to separate Recyclable Materials by type prior to Collection.

8.1.3 Residential Yard, Brush, and Bulky Waste Collection Services

The Contractor shall provide Curbside Collection of Brush and Bulky Waste to all Residential Service Units. Residents may set out up to four (4) cubic yards of Brush and Bulky Waste per month. Residents may request Additional Brush and Bulky Waste Collection Services in accordance with Section 8.1.4.

8.1.4 Additional Residential Yard, Brush, and Bulky Waste Collection Services

A Resident may submit a request to the Contractor for Additional Residential Brush and Bulky Waste Collection Services. Upon receipt of a request from a Resident for Additional Residential Brush and Bulky Waste Services, the Contractor shall Collect, on a Collection Day agreed upon by the Contractor and Customer, all Brush and Bulky Waste as specified by the Resident for an additional charge.

8.2 Residential Collection Services Location

Except as described below, Residential Collection Services shall be provided at the Curbside.

If the City deems that all Residents of a Residential Service Unit are unable due to age or verified physical limitations to safely move a Cart to the Curbside, the Contractor shall provide Residential Trash Collection Services and Residential Recycling Collection Services at a Modified Collection Location acceptable to the Resident and the Contractor. The City reserves the right to designate the Modified Collection Location if the Resident and the Contractor cannot agree on an acceptable location or the location agreed upon by the Resident and the Contractor presents or may present health and safety hazards. Residential Yard Waste Collection Services and Residential Brush and Bulky Waste Collection Services shall be provided at the Curbside for such Residential Service Units.

In limited areas, as identified by the City, the Contractor shall collect Trash, Recycling, and Yard Waste in alleys. Brush and Bulky Waste Collection shall be at the Curbside in front of the house and not the alley. Alley Service Units may not be conducive to operation of the Contractor's regular collection vehicles. The Contractor shall collect from Alley Service Units using modified equipment or operations if its regular collection vehicles are unable to safely operate in alleys.

The Contractor shall provide Residential Collection Services from City-approved Modified Collection Locations and Alley Service Units at no additional cost to the City.

9.0 COMMERCIAL COLLECTION SERVICES

9.1 Commercial Collection Services Scope

The Contractor shall offer Trash and Recycling Collection Services to all Commercial Customers within the Service Area. For the purposes of the Agreement, Commercial Customers are defined to include but not be limited to Multi-family Complexes, businesses, industrial, and institutional properties, construction projects, and individuals renting one (1) or more Roll-Off Containers located at their residence.

The Contractor shall provide Trash and Recycling Collection Service to Commercial Customers using Container types, sizes, and collection frequencies specified by the Customer. The Contractor shall provide collection frequencies up to six days per week using the following Commercial Container options.

Container Type	Size Options
Cart	96 Gallon
Front Load (Uncompacted)	2 CY, 4 CY, 6 CY, 8 CY, 10 CY
Front Load (Compacted)	2 CY, 4 CY, 6 CY, 8 CY
Roll-Off (Uncompacted)	20 CY, 30 CY, 40 CY
Roll-Off (Compacted)	15 CY, 20 CY, 30 CY, 35 CY, 40 CY

A Trash or Recycling Cart Set-Out shall not weigh more than 150 pounds, inclusive of the Trash Cart and contents.

9.2 Commercial Collection Service Location

Upon commencement of a new Commercial Collection account, the Contractor and the Customer shall agree upon a location that can be accessed by collection vehicles and that does not interfere with or endanger vehicles or pedestrians.

9.3 Unscheduled Extra Collection

The Contractor shall accommodate requests from Customers for additional Front Load Container Collection on days other than their regularly scheduled Collection Days provided that the request is received at least 48 hours before the additional collection is scheduled to occur. The Collection Service Contractor shall invoice Customers for unscheduled extra collection at the Contract Rates.

10.0 CITY FACILITIES

The Contractor shall provide Collection and Disposal of Trash and Collection and Processing of Program Recyclable Materials to all City Facilities as designated by the City at no charge to the City. The City shall decide on the number and size of Carts and Containers and collection frequencies at each designated City Facility.

10.1 Commercial Collection Days

Commercial Collection Services occur at a frequency and on Collection Days that are mutually agreed upon by the Customer and the Contractor up to six (6) times per week, Monday through Saturday.

11.0 CITY EVENTS AND SPECIAL PROJECTS

The Contractor shall provide Collection, Processing, and Disposal services for City events as designated by the City, including but not limited to the following.

- The City may request collection services for City events and projects at the Contract Rates for equipment rentals in Attachment 4. Rental rates include supply of equipment, a driver, fuel, hauling, Disposal, Processing, and other incidental costs. If requested by the City, the driver must remain on-site during the event at no additional cost to the City.

The City shall endeavor to provide reasonable notice in advance of not less than seven (7) days in pre-planned, non-emergency circumstances. The Contractor shall make all reasonable efforts to accommodate requests with less notice in situations that could not reasonably have been foreseen by the City.

12.0 CASH DONATION

The Proposer shall provide an annual cash contribution of no less than $44,000 to the City for the entire term of the contract by May 31 of each year, adjusted annually based on the Cost Adjustment terms.

13.0 COLLECTION DAYS AND HOLIDAYS

13.1 Residential Collection Days

Each Residential Service Unit shall receive Trash and Recycling Collection Services on the same day each week according to a published schedule.

13.2 City Services Collection Days

City Services Collection occurs at a frequency and on Collection Days that are mutually agreed upon by the Contractor and the City.

13.3 Holidays

The Proposer shall not provide Service on Thanksgiving and Christmas. Holidays may be added, deleted, or changed upon the sole determination of the City.

The Contractor shall not provide Collection Services on Thanksgiving and Christmas but may choose to provide Collection Services on other Holidays at their sole discretion. Any collection days missed due to holiday observances shall be made up on the following Saturday or any day of the week during the week the holiday falls upon. Any costs of Holiday observances are included in the Contact Rates.

14.0 HOURS OF OPERATION

Collection operations shall not be conducted outside the hours specified in the following table without written approval from the City's Representative. Operating outside of approved hours will subject the Contractor to Liquidated Damages in accordance with Section 38.0.

Hours of Operation

Collection Service Type	Approved Operating Hours
Residential Collection Services	7:00AM TO 6:00PM, Monday through Friday Saturday Collection 7:00AM TO 6:00PM permitted as required to provide make-up Collection for observed Holidays only.
Commercial Collection Services and City Services	7:00AM TO 6:00PM, Monday through Saturday

15.0 DISPOSAL SERVICES

The Contractor shall deliver all Trash and Brush and Bulky Waste collected under this agreement to 130 Environmental Park Landfill (the Disposal Site) for management in accordance with good environmental practice and compliance with applicable law. The Disposal Site shall not be changed without approval from the City, which approval shall not be unreasonably withheld. The cost of Disposal is included in the Contract Rates for Collection. The Contractor shall maintain sufficient capacity at the Disposal Site(s) to manage all Trash and Bulk Waste collected in the Town throughout the Agreement Term. The City shall have the opportunity to inspect operations at the Disposal Site upon request. If Contractor changes the Disposal Site and it provides a lower cost (based on distance to the City and/or lower disposal cost), the Contractor shall pass on a proportional savings to the City.

Caldwell County has an agreement allowing for County residents' access to landfill drop-off disposal services. The City plans to use this agreement for Trash drop-off service. The agreement is up for renewal in 2033. If the County does not enter into an extension for this agreement, the Contractor shall allow Residential Unit Customers, who provide a copy of their City of Lockhart utility bill, to drop-off up to six (6) cubic yards of Trash per drop-off with no limit on the quantity of drop-off visits for the duration of this Contract.

16.0 RECYCLABLE MATERIAL PROCESSING SERVICES

16.1 Recyclable Material Facility Requirements

The Contractor shall deliver all Program Recyclable Material to the Recyclable Material Facility located Circular Services Commercial & Residential Material Recovery Facility. The Contractor shall maintain sufficient capacity at the Recyclable Material Facility to receive and Process all Program Recyclable Material collected in the City throughout the Agreement Term.

The Contractor shall utilize a Recyclable Material Facility in compliance with all applicable laws. The Recyclable Material Facility shall use processing equipment at the Recyclable Material Facility capable of complying with product specifications of secondary materials buyers including, but not limited to, product form, size, weight, density, and degree of contamination. In addition, the Recyclable Material Facility shall

use processing equipment capable of processing ninety-five percent (95.0%) by weight of Program Recyclable Materials into Recovered Materials monthly. The City reserves the right to review the Recyclable Material Facility's operating records and/or perform material composition audits to verify compliance with these requirements.

The Recyclable Material Facility shall market one hundred percent (100%) of Recovered Materials to secondary markets. Disposal of Program Recyclable Materials or Recovered Materials is strictly prohibited and will subject the Contractor to Liquidated Damages in accordance with Section 38.0. Upon request by the City, the Contractor shall provide information identifying where Program Recyclable Material is marketed, including the location of such markets and whether markets are domestic or international. The Contractor shall also be responsible for Disposal of all Residue generated by processing of Program Recyclable Material. The cost of performing all Recyclable Material Processing Services is included in the Contract Rate.

16.2 Addition and Deletion of Program Recyclable Materials

The City reserves the right to add other Program Recyclable Materials to the program if the processing facility accepts such material from other customers or if the City and Contractor agree it is economically and technically feasible. In addition, the City reserves the right to delete Program Recyclable Materials from the program if the parties agree it is economically and technically prohibitive.

17.0 TRANSFER STATION PROCESSING SERVICES

If the Contractor uses a transfer station to transport solid waste materials to an approved Disposal site, the Contractor shall obtain pre-approval from the City, which approval shall not be unreasonably withheld. Transfer Station operations shall be conducted in accordance with good environmental practice and compliance with applicable law. The cost of using any transfer station is included in the Contract Rates. The City shall be allowed to inspect operations at any transfer station used pursuant to this Agreement upon request.

18.0 COMMINGLING OF MATERIALS AND DISPOSAL OF PROGRAM RECYCLABLE MATERIALS PROHIBITED

18.1 Commingling of Materials

The Contractor shall be allowed to commingle material collected under the Agreement with material collected from other sources outside the City.

18.2 Disposal of Program Recyclable Materials Prohibited

The Contractor shall not dispose of any Program Recyclable Material or market Program Recyclable Materials to markets that the Contractor knows or reasonably should have anticipated will dispose of the Program Recyclable Material except when approved in writing by the City.

19.0 STORM AND DISASTER DEBRIS MANAGEMENT

In the event of an emergency declaration by the City, the President of the United States, or Federal Emergency Management Agency (FEMA) affecting the Service Area, the Contractor shall not be responsible for collection of

debris generated from or as a result of such emergency, to the extent that such debris is in excess of normal volumes and material types collected through services provided under this Contract.

In the event of such emergency declarations, the Contractor shall be required to continue provisions of services in accordance with this Contract, including collection of all materials and material quantity limits as defined herein. On a non-exclusive basis, the City may negotiate with the Contractor for additional services if required or may negotiate with other service providers for quantities in excess of normal volumes.

Emergency declaration, as defined in this Section, shall not automatically invoke Force Majeure terms, as defined in Section 41.0.

20.0 COLLECTION VEHICLES

20.1 Inspection of Collection Vehicles

The City may inspect the Contractor's equipment at any time to ensure compliance with this Agreement. Upon notification form the City, the Contractor shall be required to repair or replace equipment that is no longer in acceptable condition for its intended purpose. The Contractor shall, upon notification from the City, sanitize, wash, or repaint equipment that is unsightly. The Contractor shall provide two (2) new Collection Vehicles for exclusive service this Contract. The two (2) new Collection Vehicles shall have less than 1,000 of mileage.

20.2 Appearance of Collection Vehicles

The Contractor shall paint all collection vehicles uniformly as approved by the City and with the Contractor's name, customer service office telephone number and the unique identification number of the vehicle in letters not less than six (6) inches high on each side and the rear of the vehicle. All collection vehicles shall be uniquely numbered, and a record kept of the vehicle to which each number is assigned.

The Contractor shall use vehicles to which wrap graphics may be applied and shall apply wrap graphics upon request by the City. Wrap graphics may be for the purpose of City-related education, events, announcements, or other content approved by the City. Application of wrap graphics to collection vehicles shall be performed by the Contractor and production and application shall be City's sole cost.

No advertising shall be permitted on vehicles for persons other than the Contractor. No advertising shall be permitted on vehicles for third parties.

20.3 Age of Collection Vehicles

Upon commencement of the Agreement, the Contractor shall use vehicles that are not more than 36 months old. Throughout the Initial Term and any Optional Renewal Terms the average age of the Contractor's collection vehicle fleet shall not exceed 7 years.

20.4 Purchase, Operation, Maintenance, Storage and Replacement of Collection Vehicles

The Contractor, at its sole cost, shall purchase, operate, maintain, store and replace all collection vehicles as required for the provision of Collection Services. The Contractor shall maintain collection vehicles according to industry standards including, but not limited to compaction, prevention of leakage, and other industry standard performance requirements.

All collection vehicles shall be equipped with back-up cameras and spill kits for oil and hydraulic fluids.

20.5 Collection Vehicle Specifications

The Contractor shall use automated side load collection vehicles as the standard collection vehicle type to provide all Cart-based collection services (Residential Trash Collection Services and Residential Recycling Services). The City recognizes that there may be areas within the Service Area that are not conducive to safe operation of automated side load collection vehicles. In these areas, the Contractor may use collection vehicle type(s) other than automated side load.

All collection vehicles used by the Contractor to provide Collection Services under the Agreement shall be designed to prevent leakage, spillage or overflow. All such vehicles shall comply with U.S. Environmental Protection Agency noise emission regulations and other applicable noise control regulations. The Contractor shall also ensure that Gross Vehicle Weights (GVW) do not exceed vehicle license limitations.

The Contractor shall equip all Collection Vehicles with onboard electronic equipment and systems such as cameras, internet, GPS, software and communication systems as required to provide real-time positioning, route monitoring, work order management and photo verification of service delivery. All collection vehicles shall include both in-cab and exterior cameras that are able to document set outs and provide any service verification needs as determined by the City and the Contractor. Cameras shall be supported by a data management platform that is 5G enabled and compatible with the City's data management system. Contractor's onboard technology systems and cameras on each Collection Vehicle shall be available for at least ninety (90) percent of the hours that the Collection Vehicle is on route on a calendar month basis. Additionally, all collection vehicles shall have the capability to have routing and in-field re-routing capabilities and contain an Application Programming Interface (API) that is interoperable with the City's data management system. The City reserves the right to request that the Contractor provide technology improvements from time to time as appropriate to maintain performance. The cost to supply, install, maintain, and operate these electronic systems is included in the Contract Rates, including the cost of any software licenses required by the City.

The City's technology systems and the Contractor's onboard technology systems shall be able to communicate in real time to allow the following transactions to occur:

(i) Transmission of open work orders to Collection Vehicles for completion,

(ii) Transmission of completed work orders from Collection Vehicles to the City,

(iii) Transmission of current location, route completed and route remaining from Collection Vehicles to the City, including a graphical route map clearly identifying the route and providing colored lines indicating if the vehicle has travelled the street in one or both directions,

(iv) Generation and transmission of automated reports identifying any sections of any routes where a Collection Vehicle did not pass,

(v) Generation and transmission of automated reports identifying the address of any Unaccepted Set-outs with a photograph of the Unaccepted Set-Out,

(vi) Review of camera data for service verification,

(vii) Access to stored geolocation data.

21.0 CARTS

21.1 Ownership of Carts

The Contractor shall retain ownership of all Carts.

21.2 Cart Operations

The Contractor shall be responsible for Cart operations, as defined herein, at no additional cost to the City. The Contractor shall retain ownership of all Carts, in accordance with Section 22.1.

The Contractor shall be required to provide Trash Services and Recycling Services utilizing Carts for all Residential Service Units and any other Service Units receiving service using Carts. The Contractor shall be responsible for Cart operations whether the Carts are owned by the Contractor or the City.

The Contractor shall be responsible for storage, assembly, repair, and maintenance of all Carts, and delivery of repaired and replacement Carts to Residential and Commercial Customers. The Contractor shall have computer software capable of supplying the City with detailed information as to the performance of the of the required services under this Section of the Agreement, including Cart purchase and delivery history, service times, types of service performed, types of repairs being made, and other reports as requested by the City. The Contractor shall also be required to provide additional data and reports as required herein.

21.3 Cart Inventory Data

21.3.1 Cart Inventory Database

The Contractor shall develop and maintain a database which contains the following information. The Contractor shall make the then current database, or any data contained therein, available to the City upon request by the City.

Each Cart purchased or managed under the Agreement shall have an associated Cart ID or serial number, unique to that Cart, which shall be used to track all Cart information as required under the Agreement, including:

(i) Location (address) and date of delivery of each Cart, including current and historical locations where Cart has been in-service;

(ii) Occurrences of maintenance, repair, and replacement performed for each Cart; and

(iii) Number and type of Carts at each Residential Service Unit, Commercial Service Unit, and City Facility.

21.3.2 Requirements for Cart Inventory Report and Collection of Excess Carts

Upon commencement of the Agreement, and once every three (3) years thereafter for the duration of the Initial Term and any Optional Renewal Term, the Contractor shall be required to provide the City with a comprehensive report summarizing current Cart inventory information from the database in accordance with Section 22.322.3.1. The initial report shall be submitted to the City within three (3) months of the Service Commencement Date and shall be based upon information gathered during initial Cart distribution. Subsequent Cart inventory reports shall be submitted once every three (3) years thereafter, on the same month in which the Agreement commenced. Subsequent Cart

inventory reports shall be based on in-field Cart data collection activities by the Contractor to verify the number of Trash and Recycling Carts being serviced at each Residential Service Unit, Commercial Service Unit, and City Facility and update the database if required.

The City shall use the comprehensive report to identify the number of Trash Service Carts and Recycling Service Carts that are collected at each Residential Service Unit, to determine the cost of Additional Carts to be paid to the Contractor by the City, in accordance with the rates established in the Agreement.

Upon notification and request by the City, the Contractor shall be required to collect from Residential Service Units, Commercial Service Units, City Facilities, and City Events any unwanted excess Carts. The Contractor will be responsible for storing these Carts until they can be used.

21.4 Cart Inventory Replacement

At Service Commencement, the City may require the Contractor to assemble and distribute Carts to Residential and Commercial Customers at no additional cost. The number of Trash or Recycling Carts to be distributed shall be equal to the number of each type of Cart in use by each Residential Service Unit or Commercial Customer or City Services location at that time.

Throughout the Agreement Term, the Contractor shall be responsible for delivery of repaired, replacement or new Carts to Residential Service Units, Commercial Customers, and City Facilities and Events. The Contractor shall deliver repaired or replacement Carts at no additional cost to the City provided that the delivery occurs due to addition of a new Service Unit, warranty replacement, or replacement due to normal wear and tear or damage due to Contractor fault. If a replacement is required due to loss or damage of a Cart by the Customer, then the Contractor may charge the City a one-time fee for delivery of a replacement Cart.

21.5 Cart Operations Facility and Location

The Contractor shall use its own facilities for Cart operations required including but not limited to Cart storage, maintenance, and repair. The Contractor's Cart operations facility shall be used for receipt and storage of all Carts and replacement parts used in provision of Services under this Agreement.

21.6 Cart Purchase

The Contractor shall be responsible for sourcing and purchasing Carts meeting the specifications in Section 22.8 and delivering them to the Contractor's designated maintenance and storage facility to be managed by the Contractor in accordance with Section 22.0. The Contractor and City shall work cooperatively to maintain inventories of Carts at appropriate levels. The Carts shall be owned by the Contractor and retained by the Contractor at the end of the Agreement Term. Within 90 days of the commencement of this Contract, The Contractor shall provide each current Residential Service Unit with new Trash Cart(s) and a new Recycling Cart(s). New Residential Service Units shall be provided with new Trash and Recycling Carts.

21.7 Cart Maintenance, Repair, and Replacement

(i) The Contractor shall maintain and repair Carts for the collection of Trash and Program Recyclable Materials, in accordance with the Agreement

(ii) The Contractor shall maintain, repair, and deliver repaired, and replacement Carts as needed. Contractor responsibilities shall include picking up damaged Carts, processing

warranty replacements, repairing, and delivering repaired, replacement Carts to Residential Service Units, Commercial Customers, and City Facilities and Events.

(iii) The turn-around time for the maintenance, repair, or replacement of a Cart shall not exceed two (2) business days from the time a request for service is received by the Contractor. Maintenance and repair shall not interfere with normal collection of the Cart.

(iv) The Contractor shall purchase and use replacement parts as specified by the Cart manufacturer as required to repair and maintain Carts.

(v) The Contractor shall make the necessary repairs or replacement within forty-eight (48) hours of receipt of request. The Contractor shall be responsible for maintaining records of such customer service requests and their resolution.

(vi) Contractor shall be responsible for and incur all costs for the disposal or recycling of Carts damaged beyond repair.

21.8 Cart Specifications

The following represent the minimum specifications for Carts used to provide Collection Services under this Agreement.

(i) Carts shall be purchased new for this contract.

(ii) Carts shall have a minimum 10-year warranty in accordance with Section 22.10.

(iii) The Cart shall be compatible with both standard American semi-automated, bar-locking lifters (ANSI type B) as well as automated arm lifters (ANSI type G). All Carts should be rotationally or injection molded using linear high or medium density polyethylene that contains resin with an ultraviolet stabilizer and color shall be non-fading throughout the warranty period.

(iv) The body of the Cart shall be composed of first quality recyclable (25% PCR of total) medium or high-density polyethylene with a BCSR rating of not less than 500 hours.

(v) The resin shall meet or exceed the following American Society for Testing Materials (A.S.T.M) molded property specification: Environmental Stress Crack Resistance (E.S.C.R) Condition “A” for rotational Carts or Condition “B” for injection molded Carts.

(vi) The capacity of Carts shall be approximately 96 U.S. gallons.

(vii) The Cart is provided with adequate wheels (minimum ten-inch (10") diameter with five-eighth inch (5/8’) diameter solid axle) and handles so that it can be pushed or pulled with little effort.

(viii) Carts shall be furnished complete with all hardware needed for assembly and use. Contractor shall establish an inventory stock of replacement parts for field repairs. Replacement parts should be available upon request of repair to ensure repairs are made in a timely manner in accordance with Section 22.7 of the Agreement. The following are considered replacement parts:

a. Wheels and assemblies;

b. Lids and assemblies;

c. All associated fasteners and brackets.

(ix) The Cart is designed to accommodate a load of three hundred thirty-five (335) pounds for a 96-gallon Cart excluding the weight of the Cart, without permanent damage, deformation or structural failure. Carts and all components shall be capable of withstanding temperature extremes ranging from negative thirty (-30) degrees Fahrenheit to one hundred and fifty (150)

degrees Fahrenheit, when under two hundred (200) pounds per square inch compression, applied from opposite sides by the gripping arms of a Vehicle without permanent damage, deformation or structural failure.

(x) Carts shall be made with plastic material using hot melt compounding that is specifically prepared to be colorfast so that the Carts do not alter appreciably in normal use. Carts shall be stabilized against ultraviolet light attack with UV 531 or equivalent.

(xi) Cart lids shall have the following specifications:

a. Shall be designed to facilitate water run-off.

b. Design prevents the lid from being flung open by the wind.

c. Shall be closed by the weight of the lid only. No latches are used or required.

d. The lid is designed in such a manner as to allow opening without having to touch the bottom edge of the lid.

(xii) The Cart is designed to prevent being turned over by winds of up to 40 mph in any direction.

(xiii) In the event of any recall notice, technical service bulletin, or other important notification affecting any Carts or replacement parts purchased under this Agreement, a notice shall be sent to the City. It shall be the responsibility of the Contractor to assure that all recall notices are sent directly to the City.

(xiv) If the Carts include a bar code system, bar codes should be located on the front of the container above the serial number. The bar code should be readable with the devices that meet industry standards. The scanned value of each code should match each Cart's serial number. The bar code shall remain scannable throughout the warranty period.

21.9 Cart Appearance

(i) Carts shall have an appearance as specified by the City, including, but not limited to:

a. Color.

b. Labels, logos, and other identifying information, including size and color of letters, numbers, and markings.

c. Serial numbers or other numbering system of City's choosing.

d. Size and color of the Carts are Navy Blue, Brown, Forest Green or other color as directed by the City, and are stabilized against ultraviolet light attack with UV 531 or equivalent. Color of Trash and Recycling carts shall be different.

e. Upon request, cart lids shall have a hot stamp informational message educational message, and/or In-Mold Label (IML) option as needed by the City.

f. Non-Residential Carts shall have a different lid color from Residential Carts to distinguish Service Unit type.

(ii) Carts shall have no markings or advertising for any entity other than the City.

21.10 Cart Warranty

The following Cart warranty specifications represent the warranty requirements for Cart maintenance, repair and replacement. All Carts and hardware furnished shall be unconditionally warranted for a period of a minimum ten (10) years against defects including, but not limited to: cracking, chipping, peeling, distortion, failures at attachment, weathering degradation, defective or insufficient material, poor material workmanship on the part of the manufacturer and lowered

ultraviolet resistance to aging in the process or normal operational use. If at any time during the warranty period, a defect should occur with any Cart, the Cart shall be replaced by the Contractor at no cost or obligation to the City. The Contractor expressly warrants all items to be new, free from defects in design, materials and workmanship, and to be fit and sufficient for their intended purpose. All warranties shall survive acceptance and payment by the City. The City reserves the right to have any or all Carts submitted for consideration evaluated by an independent testing facility to ensure full compliance with specifications. Warranty includes, but is not limited to, the factors listed below:

(i) Failure of the lid to prevent rainwater from entering the Cart when closed on the Cart body.

(ii) Damage to the Cart body, the lid, or any component parts through opening or closing the lid.

(iii) Does not continuously perform in the intended manner as set forth in Section 22.8 (including smooth maneuverability).

(iv) Failure of the lid hinge to remain fully functional and continually hold the lid in the originally designed and intended position when either is opened or closed.

(v) Failure of any plastic component to be resistant to damage in the event of contact with common household or residential product/chemicals.

(vi) Failure of any plastic component resulting from rodents or other wildlife damage.

(vii) Failure of any portion of the bottom of the Cart to remain impervious to wear-through after repeated contact with rough and abrasive surfaces. The Cart shall remain free of holes or penetrations that will cause the container to leak throughout the warranty period with the Cart in normal use.

Cart or lid failures during the warranty period shall constitute failure of the Cart and require replacement with a new and complete Cart (including shipping and assembly), at no cost to the City. The determination of failure will be at the sole discretion of the City. Warranty replacement will be due to the City within sixty (60) days from the time the City submits the claim.

22.0 OTHER COLLECTION EQUIPMENT

Contractor shall provide other collection equipment and vehicles sufficient in number and capacity to perform the work required by this Agreement including, but not limited to Front Load Containers, Roll-Off Containers and any vehicles used to service Commercial Service Units, City Facilities and City Events. Within 90 days of the commencement of this Contract, the Contractor shall provide refurbished Front Load Containers to all current Commercial Service Units, City Facilities and City Events. Refurbished Front Load Containers shall adhere with Section 23.1 Appearance of Other Collection Equipment.

22.1 Appearance of Other Collection Equipment

The Contractor's name, local telephone number, call center telephone number shall be displayed in letters and numbers no less than four (4) inches high and the vehicle identification number shall be displayed in letters and numbers no less than two and one-half (2.5) inches high on all other collection equipment. Contractor shall not place the City's logo on other collection equipment vehicles. Contractor shall paint all other collection equipment uniformly as approved by Contractor shall maintain all containers in a clean manner.

Other collection equipment used in the collection of materials under the Agreement shall be thoroughly washed on a regular basis to present a clean appearance. City may inspect Vehicles at any time to determine compliance with cleaning and maintenance requirements.

22.2 Other Collection Equipment Specifications

All other collection equipment and vehicles used by Contractor in providing collection of materials under the Agreement shall be designed to prevent leakage, spillage or overflow. All such vehicles shall comply with U.S. Environmental Protection Agency noise emission regulations and other applicable noise control regulations. Contractor shall also ensure that GVW of all vehicles, even when loaded, does not exceed vehicle license limitations to protect the roadways of the City.

22.3 Purchase, Operation, Storage and Replacement of Other Collection Equipment

Unless otherwise stated in this Agreement, Contractor, at its sole cost, shall purchase, operate, and maintain other collection equipment pursuant to this Agreement.

The City, at its sole discretion, shall determine whether the Contractor is or is not properly maintaining the collection equipment. If the City determines the Contractor is not properly maintaining the collection equipment, Contractor shall replace such equipment in accordance with this Agreement and City may assess administrative charges in accordance with this Agreement. Unless otherwise stated in this Agreement, Contractor, at its sole cost, shall replace collection equipment if such equipment is lost, stolen or damaged beyond normal wear and tear. If Contractor or City determines that other collection equipment requires replacement, Contractor shall replace such equipment within fourteen (14) calendar days with comparable equipment. Contractor shall be responsible to make the appearance of the replacement equipment in adherence with the requirements of this Agreement.

Any commercial compactor service will have an initial installation fee on a case by case basis when handled by Republic Services. Customers will have the option to purchase and install their own equipment to be serviced by Republic Services as an alternative option, and in that case the customer would not incur installation fees with Republic Services.

22.4 Other Collection Equipment Inspection and Maintenance

Contractor shall furnish and maintain other collection equipment in accordance with all standards in this Agreement and any maintenance considered to be necessary for execution of the work in an acceptable manner and at a satisfactory rate of progress. Contractor shall inspect each vehicle and each piece of equipment daily to ensure that all equipment is operating properly and complies with Applicable Law. Vehicles which are not operating properly or do not comply with Applicable Law shall be taken out of service until they are repaired and operate properly and comply with Applicable Law.

22.5 Ownership of Collection Equipment other than Carts

Ownership of collection equipment other than Carts shall rest with Contractor.

23.0 UNACCEPTED SET-OUTS

The Contractor may designate a set-out as an Unaccepted Set-out only for the following reasons.

(i) A set-out of Recycling that contains more than thirty percent (30%) materials that are not Program Recyclable Materials

(ii) A set-out exceeds quantity limits as established in this Agreement

(iii) A set-out is not placed at the Curbside or is inaccessible due to barriers

(iv) A set out is placed in bags or other non-standard containers

(v) Waste materials are placed on top of a Cart or a Cart cannot be closed

(vi) A set-out presents a substantial danger to the Contractor's employees or the public

(vii) A set-out contains Hazardous Waste or other prohibited materials that cannot be easily separated

In the event of an Unaccepted Set-out, the Contractor shall:

(i) Take a photograph of the entire set-out

(ii) Collect any portion that is properly set-out and can be easily separated

(iii) Leave an Unaccepted Set-out Notice stating the reason the set-out or portion of the set-out was designated an Unaccepted Set-out

(iv) Record the location address

For Brush and Bulky Waste set-outs that are Unaccepted Set-outs due to exceeding the quantity limit the Contractor shall, if possible, collect a portion of the set-out approximately equal to the quantity limit. The Unaccepted Set-outs shall be tagged with a notification explain why the Set-out was unacceptable, how to address the issue for future collection, and how to contact the Contractor for payment and removal.

The Contractor shall provide a list of the Unaccepted Set-outs including the address, and reason for non-acceptance to the City by 10:00 AM the next business day. If the Contractor fails to provide notice to the customer and to the City in accordance with this Section, the Contractor shall be subject to Liquidated Damages in accordance with Section 38.0.

24.0 MISSED COLLECTION

A missed collection complaint occurs when a customer reports that their material was set out at the correct time and in the manner prescribed by the Agreement and was not collected by the Contractor.

If the City or the Contractor receives a missed collection complaint, the Contractor shall investigate using the collection vehicle's onboard cameras. If the Contractor cannot demonstrate that the material was not set-out, or that an Unaccepted Set-Out notice was delivered due to a non-compliant set-out, then the complaint shall be considered confirmed, and the Contractor shall be subject to Liquidated Damages in accordance with Section 38.0. If the Contractor is notified of a confirmed missed collection prior to 1:00 PM then the Contractor shall return to the property to pick-up the missed collection on the same day that notice is received. If the Contractor is notified of a missed collection after 1:00 PM then the Contractor shall return to the property pick up the missed collection no later than 8:00 AM on the day after the complaint is received.

25.0 PUBLIC EDUCATION NOTICES

The Contractor shall provide the following services associated with public education notices at no additional cost to the City or the customer. The Contractor shall submit all public education notices to the City for approval at least thirty (30) days prior to distribution. Contractor will at no time place public education notices inside customers' mailboxes. Contractor shall not distribute any public education notices within the City without written approval from the City.

(i) Transition Notice

The Contractor shall develop, print, and distribute a Transition Notice informing customers of the change in service provider, if applicable. The final City-approved Transition Notices shall be delivered to Customers by the Contractor between one (1) and fourteen (14) days after the Service Commencement Date.

(ii) Program Introduction Notice

Contractor shall develop, print, and distribute a Program Introduction Notice for each Residential Service Unit describing all Residential services that will be provided, including new services and changes to services. Program Introduction notice shall include, at a minimum:

- Types of Residential Services that will be provided;
- Service frequency or procedure for requesting each service; and
- Set-out requirements (types of materials accepted, configuration, and limits).

Final City-Approved Program Introduction Notices shall be distributed 10 to 15 days prior to the Service Commencement Date.

(iii) Unaccepted Set-out Notices

The Contractor shall develop, print, and distribute, at Contractor's own expense, an Unaccepted Set-out Notice. The Unaccepted Set-out Notice shall be approved by the City and shall include one (1) original with two (2) carbon copies. The Unaccepted Set-out shall include the date, reason for non-collection, Contractor's customer service telephone number, and any other information the City requests. The Contractor shall attach the original Unaccepted Set-out Notice via a non-adhesive means to the Cart, or Container. Contractor shall take a digital photo of set-out that receives an Unaccepted Set-out. Contractor shall maintain carbon copies of Unaccepted Set-out Notices and digital photos in a format Contractor can immediately retrieve a requested notice or photo by address. Contractor shall provide a monthly report of Unaccepted Set-out Notices as set forth in this Agreement.

(iv) Development, Printing and Distribution of Additional Public Education Notices

At the request of the City, the Contractor shall develop, print, and distribute, at Contractor's own expense, other Public Education Notices to Residential Service Units for purposes and needs identified by the City.

The Contractor shall be required to provide to the City at no cost any existing public educational materials previously developed and used for Residential services, including, but not limited to flyers, mailers,

informational or instructional videos, etc. The City shall be permitted to use such materials for public education purposes within the City at the City's discretion.

26.0 SPILLAGE, LEAKAGE AND LITTER

The Contractor shall conduct all operations in a manner that does not allow leaks, spills, or blowing litter to occur. The Contractor shall be responsible for cleanup of any spillage, leakage, or blown litter caused by its operations within two (2) hours of the earlier of either (i) receiving notification of spillage, leakage or blown litter or (ii) knowledge of spillage, leakage, or blown litter by the Contractor or Contractor's employees. The Contractor's vehicles shall carry spill containment kits with supplies for containing and cleaning up small spills of engine fluids or other hazardous materials. The Contractor shall also be required to maintain an on-call subcontractor for the purpose of cleaning up larger spills in a timely manner. Failure by the Contractor to adequately prevent or clean up spills, leakage, or blown litter may result in assessment of Liquidated Damages by the City in accordance with Section 38.0.

27.0 CUSTOMER LIST

At least one month prior to the Service Commencement Date, the City shall provide the Contractor with a customer list for Residential and Commercial Collection Services. The Contractor will report in writing to the City any Residential set-outs and Commercial accounts or service requests that are not on the then current customer list, and the City will thereafter update the customer list as applicable. The Contractor shall work cooperatively with the City to keep the Residential and Commercial customer lists up to date throughout the term of the Agreement. Regardless of the customer list, the Contractor shall provide services to all properties in accordance with this Agreement.

28.0 COST ADJUSTMENT

28.1 Annual Cost Adjustment Process

The Contract Rates shall remain effective from the execution of this Agreement through October 1, 2027. Thereafter, cost adjustments may be requested by the Contractor(s) each new Fiscal Year and are subject to approval by the City. Cost adjustments shall meet the following requirements for each Service offered under the Agreement:

(i) Cost adjustments will be based on annual changes to indices agreed to by the City and the Contractor.

(ii) Cost adjustment requests must be received by June 1st of each year (taking effect the following October 1st to align with the City's budget development and approval process) or the Contractor forfeits the right to request a cost adjustment for the upcoming year.

(iii) The City may implement cost decreases (based on the cost adjustment indices for each service described below) even if the Contractor does not submit the request by June 1st of a year.

(iv) The Contractor shall receive no other financial compensation outside the terms of the Agreement(s). Further, costs shall not be adjusted other than as explicitly authorized in the Agreement.

The annual cost adjustment shall neither exceed five percent (5%) in any single year.

28.2 Annual Cost Adjustment Index

Subject to City approval, the Contract Rates shall be adjusted on October 1, 2027 and every October 1st thereafter for the term of the Agreement. The adjustment shall be based on the year-over-year change in the average value of the U.S. Consumer Price Index: Urban Consumer – Garbage and Trash Collection over the 12-month period ended September.

29.0 PERSONNEL

29.1 Contractor's Representative

The Contractor shall assign a qualified person or persons to oversee its operations and performance of Services, and shall provide the name, office telephone number, mobile phone number, email address, and fax number of the Contractor's representatives and key personnel to the City. Such records shall be updated as personnel or contact information changes.

The Contractor shall have a competent and reliable representative on duty at all times that is authorized to make decisions and act on its behalf. The Contractor agrees that the City shall have twenty-four (24) hour access to said representative via non-toll call from the City. Answering machines, pagers or other devices that do not provide for immediate contact with the Contractor's said representative(s) shall not meet the requirements.

29.2 Personnel Standards

(i) The Contractor shall hire and maintain a sufficient number of qualified personnel to provide service under this Agreement. The Contractor is responsible for ensuring that all personnel are supplied with all equipment and have obtained any training, licenses, or certifications required by law to perform their work. As for personnel operating commercial vehicles, the Contractor shall ensure such personnel have a valid commercial driver's license while operating commercial vehicles in the City or in connection with this Agreement. If deemed qualified, the Contractor is encouraged to hire City residents to fill vacant positions at all levels.

(ii) The Contractor shall furnish each employee involved in the performance of this Agreement with a uniform and safety vest, shirt or jacket which clearly displays the name of the Contractor. Such uniforms and safety equipment shall make the employee readily visible and identifiable. The Contractor's employees shall wear complete uniforms and safety vest, shirt, or jacket at all times while on business duty.

(iii) Contractor shall not, nor shall it permit its employees to demand or solicit, directly or indirectly, any additional compensation or gratuity from members of the public for Service(s) provided under the Agreement.

(iv) The Contractor shall provide regularly scheduled, on-going operating and safety training for all employees. In addition, the Contractor's employees shall be trained to perform their duties to maximize the City's recycling rate, minimize contamination, and promote recycling at all times. Such meetings shall be mandatory for all collection and supervisory personnel and held not less than once per month. Training manuals and schedules shall be maintained at the local office of the Contractor and available for review at any time by the City.

(v) All employees involved in the performance of this Agreement including office and all front-line personnel, shall be provided adequate training before and during their employment with the Contractor. This training shall familiarize employees with the required duties, standards of performance, and specific requirements of their roles. All front-line, administrative, supervisory and

customer service personnel shall receive customer service training prior to and during the time they are employed by the Contractor

(vi) The Contractor's employees shall treat all customers, co-workers, City employees and any person with whom they come in contact in the performance of their duties in a polite and courteous manner. Rudeness, belligerence, and the use of profanity are strictly prohibited.

(vii) In performance of all Services, the Contractor's employees shall adhere to municipal, City, State and federal laws.

The City reserves the right to make a complaint regarding any employee of the Contractor who violates any provision herein, or who is wanton, negligent or discourteous in the performance of his/her duties. The City reserves the right to have the Contractor remove employees who fail to meet these criteria from providing service to the City.

30.0 CUSTOMER SERVICE

30.1 Customer Service Responsibilities

The Contractor understands, acknowledges, and agrees that customer service is important to the City. The Contractor shall work cooperatively with the City to maintain a high level of customer service and ensure that Services are delivered in an accessible, professional, and responsible manner. The Contractor shall meet with the City's Representative on a regular basis to discuss process improvements, performance metrics, performance issues, and service planning. The Contractor shall be responsible for fielding, responding to, and addressing customer service issues. The Contractor shall provide a telephone customer service number to field customer service requests.

The Contractor shall at all times supply labor, information, and resources as reasonably required to respond to customer service issues, including but not limited to following protocols for missed collection, Unaccepted Set-outs, property damage, and other events as described elsewhere in the Agreement.

The Contractor will log any service requests, complaints or inquiries. The Contractor shall inform the City of any service requests, complaints, or inquiries that it receives from residential customers. At minimum, the Contractor shall supply the City with the following information:

(i) Customer name, address, and phone number;

(ii) Description of request, complaint, or inquiry;

(iii) Date and time the request, complaint, or inquiry was received;

(iv) Summary of any investigations or actions taken to address the issue; and

(v) Name of Contractor employee responsible for follow-up.
The Contractor shall be the primary point of contact for commercial service requests, commercial billing, and related inquiries.

31.0 PLANNING DOCUMENTS

31.1 Contingency Plan

No later than 90 days after the Effective Date, the Contractor shall submit a final Contingency Plan to the City for approval describing their response to unplanned events that can disrupt service and/or pose a risk to

human health and safety which shall be consistent with the draft Contingency Plan submitted with the Proposal. Upon approval by the City, the Contingency Plan shall be incorporated into the Agreement by reference as Attachment 1.

At minimum, the Contingency Plan will address the following topics.

i. Notification procedures

ii. Alternate facilities or equipment that can be used during unplanned downtime

iii. Fire prevention and response

iv. Spill prevention and response including an on-call contract or dedicated internal resources that can be dispatched to clean up spills on public roadways

v. Hazardous waste response

vi. Collection vehicle collision response

The Contractor shall be prepared to provide facilities, vehicles, equipment, personnel, subcontracted services, or other resources as required to maintain uninterrupted Services during equipment failures, natural disasters, emergency downtime, outages, labor disputes or any other situation or condition that impairs the Contractor's ability to provide Service in accordance with the Contingency Plan. The Contingency Plan shall also describe the actions that will be taken by the Contractor upon any discovery of Hazardous Waste and/or Special Waste in a vehicle or facility. The Contractor shall include in the plan a copy of a signed contract(s) with a permitted Hazardous Waste and Special Waste transporter(s) to handle any Hazardous Waste and Special Waste discovered during operations. The plan shall comply with all State and Federal regulations regarding the handling of Hazardous Waste and Special Waste. The Contingency Plan shall be implemented in a timely manner and at no additional cost to the City. The Contractor shall follow the notification procedures in the Contingency Plan prior to implementing contingency measures.

31.2 Transition Plan

The Contractor understands, acknowledges, and agrees that smooth transitions between service providers at the beginning and end of the Agreement is essential for the health and safety of the City and its residents and businesses. The Contractor shall cooperate fully with the City to ensure timely, smooth, and uninterrupted transitions between service providers in accordance with the Transition Plan in Attachment 2.

The Contractor shall make all preparations necessary to provide Services beginning on the Service Commencement Date and provide the City with such information prior to the Service Commencement Date as reasonably required for a smooth transition from the previous service provider. At the end of the Agreement, whether by expiration or termination, the Contractor shall continue to diligently provide Services until the final day of the Agreement and provide the City with such information as reasonably required to ensure a smooth transition to the successor service provider.

If the Contractor fails to fully and completely comply with the transition requirements in Section 32.0 or the Transition Plan, the City may engage the services of another provider to perform the required services, and the reasonable expenses incurred by the City shall be paid by the Contractor. Alternatively, the City may terminate the Agreement and employ other remedies in accordance with Section 42.0.

32.0 DAMAGE TO PROPERTY

The Contractor shall take all necessary precautions to protect public and private property during the performance of this Agreement. Except for reasonable wear and tear, the Contractor shall repair or replace any private or public property which is damaged by the Contractor. The damaged property shall be restored to its original condition through repair or replacement at no charge to the property owner, within seven (7) days. The Contractor shall notify the property owner and the City of any damaged property as soon as possible after the damage occurs and provide the property owner and the City with the anticipated schedule for repair or replacement.

If the Contractor fails to address the repair or replacement of damaged property within seven (7) days, the City may, but shall not be obligated to, repair or replace such damaged property, and the cost of doing so shall be deducted from payment to be made to the Contractor.

33.0 NUISANCE CONTROL

For all Services the Contractor(s) shall be conduct operations as quietly as possible and shall conform to applicable Federal, State, County and City noise level regulations. The Contractor shall maintain facilities and equipment that is used to provide services in a manner that prevents odor, noise, vermin, dust, and other nuisances. The Contractor shall routinely clean equipment used to collect, transport, or process waste.

34.0 CITY'S RIGHTS TO INSPECT FACILITIES AND EQUIPMENT

The City or any of its duly authorized representatives reserves the right to inspect the Contractor's facilities and equipment, as the City deems reasonably necessary, to verify compliance with the terms of the Agreement either on a continuing or random inspection basis. The City shall conduct the inspection of facilities and equipment during regular hours of operation. The Contractor shall make available to the City all reasonable assistance to facilitate performance of inspections.

35.0 OWNERSHIP AND RISK OF LOSS FOR TRASH, BRUSH AND BULKY WASTE, YARD WASTE AND PROGRAM RECYCLABLE MATERIALS

Title to Trash, Brush and Bulky Waste, Yard Waste, and Program Recyclable Material shall pass to the Contractor once the Contractor takes possession of the materials, and responsibility for its proper management in accordance with the Agreement and applicable law remains with the Contractor.

Contractor may, in its sole discretion, reject any Excluded Waste. If Excluded Waste is discovered before it is Affirmed by Contractor at the disposal site, Contractor may refuse to Affirm the entire container of waste. In such situations, Contractor shall contact the City and the City shall take appropriate action to ensure that such Excluded Waste is removed and properly disposed of. If any Excluded Waste is not discovered by Contractor before it is Affirmed, Contractor may, in its sole discretion, remove, transport and dispose of such Excluded Waste at a location authorized to Affirm such Excluded Waste.

36.0 INSURANCE REQUIREMENTS

Before commencing performance of Services pursuant to this Agreement, the Contractor shall, at its own expense, procure, pay for and maintain the following insurance written by rated A-VI, or higher, by A.M. Best. The

Contractor shall furnish to the City certificates of insurance executed by the insurer or its authorized agent stating representative coverages, limits, expiration dates and evidencing compliance with all applicable required provisions. Certificates shall reference the project/contract number and provide proof of coverage in the following amounts.

(i) Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability, with minimum limits of $1,000,000 per-occurrence and $5,000,000 general aggregate. Coverage shall be written on an occurrence form. The General Aggregate shall apply on a per project basis.

(ii) Workers' Compensation insurance or other state-approved program with Texas statutory limits; and Employer's Liability coverage or other state-approved program with minimum limits for bodily injury: a) by accident, $500,000 each accident, b) by disease, $500,000 per employee with a per policy aggregate of $500,000.

(iii) Business Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum combined single limit of $3,000,000.

With reference to the foregoing required insurance, the Contractor agrees to the following:

(i) A blanket-form waiver of subrogation endorsement in favor of the City, its officials, employees, and officers shall be contained in the Workers' Compensation insurance policy or other state-approved program, if applicable.

(ii) The City, its officials, employees and officers shall be covered as additional insureds on the Commercial General Liability and Business Automobile Liability policies via blanket-form endorsement.

(iii) Policies of Commercial General Liability insurance and Business Automobile Liability insurance shall not be cancelled, non-renewed, terminated, or materially changed unless and until thirty (30) days' notice has been given to the City.

Insurance limits can be met with a combination of primary and excess/umbrella coverage. All insurance shall be purchased from insurance companies that meet a financial rating of A-VI or better as assigned by A.M. Best Company or equivalent. The Contractor shall require any contractors, sub-contractors, and other persons doing business with or for the Contractor related to the work to maintain at least the insurance as required, or their liability shall be covered by the Contractor, or their liability shall be covered by the Contractor.

37.0 LIQUIDATED DAMAGES

If the Contractor does not perform its obligations in a timely manner pursuant to the terms of this Agreement, the City will suffer damages which are difficult to determine and adequately specify. The Contractor hereby agrees, in addition to any other remedies available to the City, that the City may withhold payment from the Contractor in the amounts specified below as Liquidated Damages for failure of the Contractor to fulfill its obligations.

The Contractor shall be given a grace period of thirty (30) calendar days from the Service Commencement Date during which missed collection will be noted but no Liquidated Damages will be assessed for up to five (5) service units missed on any route. Any misses of over five (5) Service Units on any route will not be covered by the grace period. To receive relief from Liquidated Damages during the grace period the Contractor shall be required to demonstrate continual and satisfactory efforts to resolve all issues.

The Contractor shall be liable for Liquidated Damage amounts upon determination by the City that performance has not occurred consistent with the provisions of the Agreement. The City shall notify the Contractor in writing or electronically of each act or omission in this Agreement reported to or discovered by the City. It shall be the duty of the Contractor to take whatever steps or action may be necessary to remedy the cause of the complaint.

The City may deduct the full amount of any damages from any payment due to the Contractor. The remedy available to the City under this paragraph shall be in addition to all other remedies which the City may have under law or at equity and is mutually agreed upon due to the difficulty of determining the City's actual damages to find, secure and fund immediate assistance to prevent public health and safety hazards.

The Contractor shall not be deemed liable for Liquidated Damages where the inability to perform the Services is the result of conditions of Force Majeure as set forth in this Agreement.

37.1 Liquidated Damages - General

(i) Violation of any local, State, or Federal regulations
$500 each incident

(ii) Failure to clean up leakage, spills, or litter caused by the Contractor within two (2) hours of receiving notification or becoming aware of the leakage spills or litter, whichever is earlier
$250 each incident

(i) Failure to maintain vehicles or other equipment in manner which prevents leaks, spills, litter, odor or other nuisances
$100 each incident

(ii) Failure to notify the property owner and the City of damage to private or public property or restore the damaged property to its previous condition by repair or replacement within 7 days as required by this Agreement
$250 each incident

(iii) Failure to provide a timely or complete monthly or annual report
$250 each incident

37.2 Liquidated Damages -Collection Services

(i) Missed Collection
$50 for each missed collection above two (2) misses per Collection Day, to be assessed at the end of each collection month. A missed collection occurs when a customer reports that their material was set out at the correct time and was not collected provided that the address was not reported and documented by the Contractor as a Non-Set-out or Unaccepted Set-out

(iv) Missed Block Collection
$500 for each incident of the Contractor failing to pick up material on a block containing multiple service units. A missed block is defined as one side of a street between cross streets or an entire cul-de-sac where at least three service units report that their material was set out before at the correct time and was not picked up and the address was not reported and documented by the Contractor as a Non-Set-out or Unaccepted Set-out

(v) Failure to Provide Collection Services within specified Hours of Operation

$250 for each Contractor vehicle providing Collection Services up to 2 hours before or 2 hours after the specified start and end times for that type of Collection Service

$500 for each for each Contractor vehicle providing Collection Services 2 hours or more before or after the specified start and end times for that type of Collection Service

$500 each incident

(vi) Failure to perform proper billing procedures and/or failure to obtain customer approval before performing and billing for Additional Brush and Bulky Waste Services
$250 each incident

(vii) Failure to Complete a Majority (50%) of the collection on a given day
$2,500 each incident

(viii) Failure or to collect materials from a Missed Collection location within the amount of time specified in the Agreement
$250 each incident

(ix) Failure to maintain Carts or Containers in proper working order ten (10) calendar days after notice has been provided by the City
$100 each incident

(x) Failure to return Cart or Container to approximately original location
$50 each incident

(xi) Placing Recyclable Material in Solid Waste containers or vehicles
$1,000 each incident

(xii) Failure to provide updated route maps to City after change in routing
$50 per day each day beyond thirty (30) calendar days after change in routing

(xiii) Failure to leave an education tag when material that is inappropriately prepared is not collected
$100 each incident

(xiv) Distributing Carts or other Containers that do not meet specifications in this Agreement
$100 each incident

(xv) Failure to respond to any customer complaint received by the close of the following business day
$100 per business day thereafter per incident

(xvi) Failure to provide the City with the required resolved customer complaint documentation
$50 per business day after the close of the business day following the date of the incident

(xvii) Failure to provide Collection Services on any scheduled Collection Day on or after the Service Commencement Date
$3,000 each day

(xviii) Failure for three or more consecutive calendar days to collect Trash or Recyclable Materials from at least 95% of Residential Service Units or 95% of Commercial Customers
$50,000 as a one-time cost and $15,000 per calendar day from the inception of such failure to perform for as long as such failure to perform continues

37.3 Liquidated Damages -Processing and Disposal Services

(iii) Failure to accept materials during hours of operation
$250 per hour, up to $2,500 per day

(iv) Failure to market Recovered Materials
$2,500 per occurrence

(v) Disposal of Program Recyclable Materi
$2,500 per occurrence.

38.0 PAYMENT WITHHELD

Prior to withholding payment under this Section for cause based on any of the grounds set forth herein, the City shall provide the Contractor with written notice ("Notice of Withhold Payment") specifying in reasonable detail the act or omission forming the basis for such action.

Within five (5) business days of receipt of such notice, the Contractor shall contact the City Manager to discuss the matter and coordinate a response. The Contractor shall thereafter have fifteen (15) days from receipt of the Notice of Withhold Payment (the "Cure Period") to:

(a) Provide the City with written documentation demonstrating that the alleged default did not occur or has been incorrectly identified; or

(b) Cure the identified default and provide a written response describing the corrective actions taken and the measures implemented to prevent recurrence.

The City shall not unreasonably withhold its acceptance of the Contractor's response or determination that a cure has been achieved.

If the Contractor fails to cure the default within the Cure Period, or fails to provide a reasonable basis to dispute the alleged default, the City may proceed with withholding payment or other remedies available under this Agreement.

(i) Unsatisfactory progress of the work not caused by condition Beyond Contractor's Control

(ii) Defective work not corrected

(iii) Contractor's failure to carry out instructions or orders of the City or its representative

(iii) A reasonable doubt that the Agreement can be completed for the balance then unpaid

(iv) Execution of work not in accordance with the Agreement

(v) Claim filed by or against Contractor or reasonable evidence indicating problem filing of claims

(vi) Failure of Contractor to make payments to any subcontractor for material or labor

(vii) Damage to another contractor

(viii) Unsafe working conditions allowed to persist by Contractor

(ix) Failure of Contractor to provide required reports and other reports as required by City

(x) Use of any subcontractors without the City's prior written approval

(xi) Failure of Contractor to provide accurate invoices and supporting data as describe elsewhere in this agreement.

When the above grounds are removed, payment shall be made for amounts withheld because of them and the City shall never be liable for interest on any delayed or late payment. The City's right to withhold payments under this Section will be reasonable considering the nature of the claim and the amount of available performance bond pursuant to this Agreement.

39.0 LETTER OF CREDIT OR PERFORMANCE BOND

At least one (1) month prior to the Service Commencement Date, the Contractor(s) responsible for performing Collection Services shall each (1) make, execute and deliver to the City a good and sufficient letter of credit (preferred) or performance bond (alternate) to secure the full, complete and faithful performance of the terms and conditions of the Agreement. Such letter or credit or performance bond shall be in an amount based on six (6) months projected fees and shall be renewed each year thereafter throughout the Agreement Term.

40.0 FORCE MAJEURE

Except for any payment obligation by either party, if the City or Contractor is unable to perform, or is delayed in its performance of any of its obligations under this Agreement by reason of any event of force majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for the City or Contractor to correct the adverse effect of such event of force majeure.

An event of "Force Majeure" shall mean the following events or circumstances to the extent that they delay the City or Contractor from performing any of its obligations (other than payment obligations) under this Agreement:

(i) Acts of God, tornadoes, hurricanes, floods, sinkholes, fires, and explosions (except those caused by negligence of Contractor, its agents, and assigns), landslides, earthquakes, epidemics, quarantine, pestilence, and extremely abnormal and excessively inclement weather;

(ii) Acts of public enemy, acts of war, terrorism, effects of nuclear radiation, blockades, insurrection, riots, civil disturbances, or national or international calamities; or

(iii) Suspension, termination or interruption of utilities necessary for performance of the Services.

To be entitled to the benefit of this Section, a party claiming an event of Force Majeure shall be required to give prompt written notice to the other party specifying in detail the event of Force Majeure and shall further be required to use its best efforts to cure the event of Force Majeure. The parties agree that, as to this Section, time is of the essence.

41.0 TERMINATION

41.1 Termination for Cause

City may terminate this Agreement without liability to Contractor and pursue all of its legal and equitable remedies for default upon any of the following events or actions of the Contractor.

(i) Suffering an Event of Bankruptcy or Insolvency;

(ii) Suffering the appointment of receiver of all or any substantial part of its property, and the failure of such receiver to be discharged within sixty (60) thereafter;

(iii) Being adjudicated as a bankrupt;

(iv) Filing of a petition or an answer seeking bankruptcy, receivership, reorganization, or admitting the material allegations of a petition filed against it in any bankruptcy or reorganization proceeding;

(v) Committing an act of default; or

(vi) Failing to timely and fully pay any or all impositions.

If the City elects to terminate this Agreement prior to expiration for any of the reasons listed above, the City shall provide written notice to the Contractor and specify at its sole discretion the revised date when the Agreement will end. The Contractor shall continue to be obligated to diligently perform Services until the Agreement end date specified by the City, and provide information and assistance as reasonably required to ensure a smooth transition to a successor service provider in accordance with Section 32.2 and the Transition Plan.

If the Contractor refuses or is unable to continue providing Services, the City shall have the right, at its sole option and in addition to its rights under the Performance Bond, to immediate possession of all vehicles, equipment, containers, facilities, or other instrumentalities in possession of the Contractor as may be necessary to permit the City to provide and perform uninterrupted service until such a time as a satisfactory substitute contractor may be put into place or the parties hereto otherwise agree, in which event the City shall fairly compensate the Contractor for the fair market rental value of such vehicles, equipment, containers, facilities or other instrumentalities, subject to any offsets or claims by the City against the Contractor. Contractor shall obtain any necessary agreements from lien holders to insure City of its rights hereunder.

41.2 Notice of Default and Opportunity to Cure

Prior to termination of this Contract for cause, the City shall first provide the Contractor with a written "Notice of Intent to Terminate," specifying the particular act or omission constituting the grounds for default. Within three (3) business days of receiving such notice, the Contractor shall contact the City Manager to review the stated default. The Contractor shall then have a period of fifteen (15) days from the date of its receipt of the Notice of Intent to Terminate (the "Cure Period") to either:

(a) Provide the City with written proof demonstrating, to the City’s satisfaction, that the alleged default has not occurred or has been erroneously identified; or

(b) Fully cure the specified default and provide a written response satisfactory to the City explaining the corrective actions taken and the measures implemented to prevent a recurrence.

41.3 Right to Terminate

If, at the conclusion of the fifteen (15) day Cure Period, the Contractor has failed to either provide adequate proof of compliance or fully cure the default to the satisfaction of the City, the City may, at its sole discretion, terminate this Contract by issuing a final "Notice of Termination." Termination shall be effective upon the date specified in the Notice of Termination. Upon such termination, the City shall be entitled to pursue all remedies available under this Contract, at law, or in equity, including the right to withhold any payments due to the Contractor to offset damages and costs incurred by the City resulting from the default.

42.0 ACTS OF DEFAULT OR DEFAULT

Failure of the Contractor to comply with each material obligation pursuant to this Agreement in a full, complete, and timely manner shall be an act of default. Substantial compliance short of full compliance shall be an act of default unless waived in writing by City. The Contractor specifically understands, acknowledges, and agrees that non-material breach(s) of this Agreement shall constitute a material default when the breaches, even if different breaches, are frequent or regular or repetitive. Contractor specifically understands, acknowledges, and agrees that non-material breaches shall include, but not be limited to, the acts and omissions subject to administrative charges in accordance with this Agreement. City may terminate this Agreement and pursue all legal and equitable remedies upon a material default of this Agreement.

43.0 DISPUTE RESOLUTION

43.1 Interpretation of Agreement

Except as provided otherwise in this Agreement and to the extent permitted by law, the City shall be responsible for interpreting this Agreement to resolve disputes that may arise hereunder.

43.2 Definition of Claim

As used herein "claim" means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of the Agreement terms, or other relief, arising under or relating to this Agreement. A voucher, invoice, or request for payment that is not in dispute when submitted is not a claim under this clause. However, where the submission is subsequently not acted upon in a reasonable time, or disputed either as to liability or amount, it may become a claim for the purpose of this clause. A claim by the Contractor or the City shall be submitted in writing to the other party.

When a controversy cannot be resolved by mutual agreement, the Contractor shall submit a written request for final decision to the City. The written request shall set forth all the facts surrounding the controversy.

43.3 Process for Dispute Resolution

In connection with any claim under this Agreement, the Contractor and the City agree that the Contractor and the City shall, as a condition precedent to the institution of any action regarding claims arising under this Agreement, first submit any claim to the City. The City shall render a written decision on all claims within thirty (30) business days of receipt of the Contractor's written claim, unless the City determines that a longer period is necessary to resolve the claim. The decision shall be furnished to the Contractor by certified mail, return receipt requested, or by any other method that provides evidence of receipt. If a decision is not issued within thirty (30) calendar days, the City shall notify the Contractor of the time within which a decision shall be rendered and the reasons for such time extension.

Upon the written decision of the City, the Contractor and the City agree that the Contractor and the City shall, as a condition precedent to the institution of any action regarding claims arising under this Agreement, first submit any claims to the City Council. The City Council shall render a written decision on all claims within thirty (30) business days of receipt of the Contractor's written appeal, unless the City Council determines that a longer period is necessary to resolve the claim. The decision shall be furnished to the Contractor by certified mail, return receipt requested, or by any other method that provides evidence of receipt. If a decision is not issued within thirty (30) calendar days, the City Council shall notify the Contractor of the time within which a decision shall be rendered and the reasons for such time extension.

Upon the written decision of the City Council, the Contractor and the City agree that the Contractor and the City shall, as a condition precedent to the institution of any action regarding claims arising under this Agreement, first submit any claims to mediation before a professional mediator selected by the Contractor and the City, at a mutually agreed time and place, and with the mediator's fees split equally between the Contractor and the City. If mediation is unsuccessful within forty-five (45) calendar days of the date of the initial mediation, the Contractor and the City agree that if the Contractor and/or the City elect to institute any action regarding claims arising under this Agreement such claims shall be submitted to the exclusive jurisdiction of the courts in Caldwell County, Texas.

43.4 Operations During Dispute

In the event that any dispute arises between City and Contractor relating to this Agreement performance or compensation hereunder, Contractor shall continue to render service and receive compensation in full compliance with all terms and conditions of this Agreement as interpreted, in good faith, by the City, regardless of such dispute.

The Contractor expressly recognizes the paramount right and duty of City to provide adequate services to its residents and further agrees that in the event of a dispute, it will not seek injunctive relief in any court without first negotiating with City in good faith in accordance with the dispute resolution process described in Section 44.3.

Notwithstanding the other provisions in this Section, the City reserves the right to terminate this Agreement if the service provided by Contractor fails to meet reasonable standards of the trade, after the City provides written notice to Contractor pursuant to Section 42.0 of this Agreement. Upon termination, City may call the performance bond (Section 40.0) to cover excess costs of engaging a firm to provide services for the balance of the Agreement period.

44.0 RECORDKEEPING

The Contractor shall maintain at the local customer service office adequate records relating to the performance of their respective duties under this Agreement. The Contractor shall maintain separate records in a form sufficient to identify its investment, revenues, and expenses related to its performance under this Agreement, intending thereby to separate the accounting records of the City's operation from its other operations. The records of the Contractor applicable to its performance under this Agreement shall be made available at any time during reasonable business hours for inspection by the City and for a period of five (5) years after last or final payment. At a minimum, the Contractor shall create, maintain, and make available records as defined herein and/or required by Applicable Law, and any reports as are reasonably necessary to:

(i) Document services provided by type of service, container type, container size, collection frequency, fees charged, and other information as requested by the City

(ii) Document deliveries of materials by type of material, time delivered to facility, tonnage of material delivered, source of material, route, and other information as requested by the City

(iii) Document missed collection and photographic evidence of Unaccepted Set-outs on a daily basis by address, time and date for each and the reason and notice for Unaccepted Set-outs or missed collection

(iv) Document damaged Carts by address, description of damage, and other information as requested by the City

(v) Document the number of Carts that have been lost, stolen, destroyed, or damaged beyond repair and other information as requested by the City

(vi) Document complaints by address, date and time of receipt of complaint, date and time of resolution of complaint, description of complaint resolution, and other information as requested by the City

(vii) Document inactive accounts by address and other information as requested by the City

(viii) Document damage to City-owned or private property as a result of conducting Service(s) within two (2) hours of damage occurring

(ix) Document monthly tonnage collected by material type as part of Residential Services, Commercial Services, and City Services

(x) Document spills and property damage by date and time of incident, description of incident, date and time of resolution, description of resolution, and other information as requested by the City

(xi) Document loads delivered by time delivered to all Disposal Sites and Processing Facilities, tonnage of material delivered, Unaccepted Loads by weight and date collected, and other information as requested by City. A monthly and annual summary shall also be submitted to City

(xii) Provide written notice and photographs for any load designated as an Unaccepted Load prior to the collection vehicle departing the Delivery Facility and/or Material Recovery Facility to the driver and the City

(xiii) Any missing criteria, data, guidance, information or other such other documents and reports as City may reasonably require to verify compliance with the Agreement or to meet the City's reporting requirements.

45.0 REPORTING

The Contractor shall provide the City with a monthly report within seven (7) calendar days following the end of the month and an annual report within thirty (30) calendar days following the end of the calendar year summarizing the following information.

(i) Services provided by type of service, container type, container size, collection frequency, fees charged, and other information as requested by the City.

(ii) Tonnages delivered to all Disposal Sites and Processing Facilities by material type, source of material, and other information as requested by the City.

(iii) Missed collection and Unaccepted Set-outs on a daily basis by address, time and date for each and the reason and notice for Unaccepted Set-outs.

(iv) Damaged Carts by address, description of damage, and other information as requested by the City.

(v) Number of Carts that have been lost, stolen, destroyed, or damaged beyond repair and other information as requested by the City.

(vi) Complaints by address, date and time of receipt of complaint, date and time of resolution of complaint, description of complaint resolution, and other information as requested by the City.

(vii) Inactive accounts by address and other information as requested by the City.

(viii) Document spills and property damage by date and time of incident, description of incident, date and time of resolution, description of resolution, and other information as requested by the City. Additionally, the Contractor shall promptly notify the City and the property owner in the event that any property damage occurs.

(ix) Such other documents and reports as City may reasonably require to verify compliance with the Agreement or to meet City's reporting requirements.

46.0 CUSTOMER BILLING

The City shall be responsible for all billing of Residential Service Units and Commercial Customers under the Agreement. The Contractor shall not invoice Residential Service Units or Commercial Customers directly, except for Commercial Customers receiving roll off service. The Contractor shall invoice Commercial Customers for roll off service.

The Contractor shall invoice the City monthly for all Services on a monthly basis. The invoice shall be based on the Contract Rates multiplied by the number of applicable units. Within thirty (30) calendar days of receiving the Contractor's invoice, the City shall remit to the Contractor payment for the amounts on the invoice less disputed amounts, Liquidated Damages, and payments withheld. Franchise Fees equal to 8% of gross monthly receipts from all collections for all residences, businesses, customers, and accounts within the City Service shall be shown as a credit on the Contractor's invoices to the City. Within ten (10) days of the end of each month, the Contractor shall provide the City with a statement of all fees invoiced for Residential, Commercial, City, and Special Event Collection Services for the month and a calculation of the franchise fee credit amount.

The Contractor shall invoice the City for Commercial Customers based on the number, size, and Collection frequency for in-service Carts and Containers charged at applicable Contract Rates. The Contractor shall also invoice the City for residents for any Additional Brush Bulky Waste Collection Services that are

requested in in accordance with Section 8.1.4. The Contractor shall be required to divide billings for a single shared Container or enclosure between multiple Commercial Customers if instructed to do so by the City.

47.0 MISCELLANEOUS

47.1 Indemnification

The Contractor shall defend, indemnify and save harmless the City and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Contractor, or of any agent, employee, subcontractor or supplier in the execution of, or performance of Services pursuant to the Agreement. The Contractor shall pay any judgment with cost which may be obtained against the City growing out of such injury or damages.

47.2 Assignment and/or Subcontracting

Neither party may assign, transfer, convey, or otherwise dispose of this Agreement, in whole or in part, without the prior written consent of the other party, which consent shall not be unreasonably withheld, delayed, or conditioned; provided, however, that the Contractor may, upon prior written notice to the City, assign this Agreement without the City's consent (i) to an affiliate under common control with Contractor, or (ii) in connection with a merger, sale, or transfer of substantially all of Contractor's assets or business related to this Agreement, provided that the assignee assumes all obligations of Contractor under this Agreement and demonstrates the financial and operational capability to perform.

Notwithstanding the foregoing, Contractor may assign this Agreement for financing purposes, subject to the City's prior written approval of the terms of such assignment, which approval shall not be unreasonably withheld.

Contractor may not subcontract any portion of the Services without the prior written consent of the City, which shall not be unreasonably withheld. No assignment or subcontracting shall relieve Contractor of its obligations or liabilities under this Agreement, and Contractor shall remain fully responsible for the performance of its subcontractors.

47.3 Taxes

Contractor shall be responsible for and shall pay all sales, consumer, use, and other taxes. When equipment, materials or supplies generally taxable to the Contractor are eligible for a tax exemption due to the nature of the item and services performed as part of this Agreement, Contractor shall assist the City in applying for and obtaining such tax credits and exemptions which shall be paid or credited to the City.

47.4 Succession of Agreement

This Agreement and the rights and obligation contained herein shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

47.5 Survival

Any rights either party may have in the event it terminates this Agreement pursuant to the terms hereof shall survive such termination.

47.6 Joint Preparation

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

47.7 No Penalties

No provision of this Agreement is to be interpreted as a penalty upon any party to this Agreement. The parties hereby agree that the rights of the City in the event the Contractor takes or fails to take certain actions pursuant to this Agreement, are reasonable, and that the parties desire certainty with regard to such matters.

47.8 Relationship

Nothing contained in this Agreement shall constitute or be construed to be or create a partnership, joint venture or any other relationship between the Contractor and the City.

47.9 Further Assurance

The Contractor and the City agree to execute, acknowledge and deliver all such further documents and perform such actions as may reasonably be requested to carry out this Agreement and give effect hereto. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties declare their intention to cooperate with each other in effecting the terms of this Agreement.

47.10 Time of the Essence

For purposes of this Agreement, the parties agree that time shall be of the essence and the representations and warranties made herein are all material and of the essence.

47.11 Captions and Section Headings

Captions and section headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope or intent of this Agreement, nor the intent of any provision hereof.

47.12 No Waiver

No waiver of any provision in this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

47.13 Entire Agreement and Modification

This Agreement constitutes the entire understanding and agreement between the parties and may not be changed, altered or modified except by an instrument in writing signed by all parties against whom enforcement of such change would be sought.

47.14 Severability

In case any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect

any other provision thereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained herein.

47.15 Knowledge

The Contractor agrees that it has investigated and examined all streets, alleys, overhead trees, wires and such other conditions and requirements of the City that may affect its full and complete performance of Services under this Agreement and enters into this Agreement having completed such investigations and examinations to its full satisfaction and solely relying on such investigations and examinations.

47.16 Attachments

All Attachments to this Agreement contain additional terms and are incorporated by reference. Typewritten provisions inserted in this form or attached hereto shall control all printed provisions in conflict therewith.

[NOTE: Attachments will be included as a component of the final awarded Agreement.]

47.17 Governing Law

This Agreement shall be construed and interpreted according to the laws of the State of Texas and venue with respect to any litigation shall be Caldwell County, Texas.

47.18 Attorney Fees

In the event of arbitration or litigation between the parties regarding this Agreement, each party shall be responsible for their own attorney's fees and costs.

47.19 Anti-Boycott, Anti-Discrimination, and Anti-Terrorism

In accordance with Chapter 2271, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it:

(i) Does not boycott Israel; and

(ii) Will not boycott Israel during the term of the contract.

Chapter 2271 does not apply to (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) a contract that has a value of less than One Hundred Thousand Dollars ($100,000.00). Unless the Contractor is not subject to Chapter 2271 for the reasons stated herein, the signatory executing this Agreement on behalf of the Contractor verifies by its signature on this Agreement that the Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.

In accordance with Senate Bill 13, 87th Leg., R.S., to be codified in Chapter 2274, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it:

(i) Does not boycott energy companies; and

(ii) Will not boycott energy companies during the term of the contract.

Chapter 2274 does not apply to (1) a company that has fewer than ten (10) full-time employees; and (2) a contract that has a value of less than One Hundred Thousand Dollars ($100,000.00). Unless the Contractor is not subject to Chapter 2274 for the reasons stated herein, the signatory executing this Agreement on behalf of the Contractor verifies by its signature on this Agreement that the Contractor does not boycott energy companies and will not boycott energy companies during the term of this Agreement.

In accordance with Senate Bill 19, 87th Leg., R.S., to be codified in Chapter 2274, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it:

(i) Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and

(ii) Will not discriminate during the term of the contract against a firearm entity or firearm trade association.

Chapter 2274 does not apply to (1) a company that has fewer than ten (10) full-time employees; and (2) a contract that has a value of less than One Hundred Thousand Dollars ($100,000.00). Unless the Contractor is not subject to Chapter 2274 for the reasons stated herein, the signatory executing this Agreement on behalf of the Contractor verifies by its signature on this Agreement that the Contractor does have a practice, policy, guidance, or directive that discriminate against a firearm entity or firearm trade association and will not discriminate during the term of the Agreement against a firearm entity or firearm trade association.

Notwithstanding the foregoing, such provision does not apply to a governmental entity that:

(i) Contracts with a sole-source provider; or

(ii) Does not receive any bids from a company that is able to provide the required written verification.

In accordance with Chapter 2252, Texas Government Code, Subchapter F, Sec. 2252.152, a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153. Notwithstanding any other law, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to contract prohibition under this subchapter.

47.20 Relationship of Parties

Contractor shall operate hereunder as an independent contractor and shall be solely responsible for the acts and omissions of its officers, agents, and employees. The doctrine of respondeat superior shall not apply as between the City and the Contractor. Nothing herein shall be construed as creating a partnership or joint venture between the City and the Contractor, its officers, agents, and employees.

47.21 Entirety of Agreement

This Agreement and all attachments incorporated herein by reference constitute the entire agreement between the parties concerning the subject matter hereof, and any prior or contemporaneous oral or written agreements which purport to vary from the terms hereof shall be void.

47.22 Amendment of Agreement

This Agreement may not be altered, waived, or otherwise modified, except where done in writing, and signed by both parties.

47.23 No Surrender of Governmental Power

Nothing in this Agreement shall be construed to surrender any of the government powers of the City of Lockhart.

47.24 No Waiver of Governmental Power

Notwithstanding anything in this Agreement or any exhibit to the contrary, nothing contained in this Agreement shall be construed as a waiver of City's governmental immunity, or of any damage caps or limitations imposed by law, or any other legal protections granted to City by law, except to the extent expressly provided or necessarily implied herein. In the event of a conflict between this provision and any other provision in this Agreement or any exhibit, the terms of this provision shall govern.

47.25 Termination Due to Lack of Appropriations

Notwithstanding anything in this Agreement or any exhibit to the contrary, if City should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the services set forth in this Agreement, City may unilaterally terminate this Agreement effective on the final day of the fiscal year through which City has funding. City shall not activate this clause for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. City will make every effort to give Contractor as much prior notice, but in any event at least sixty (60) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, City will pay Contractor all fees and expenses related to the services City has received, or Contractor has incurred or delivered, prior to the effective date of termination. Without limiting the foregoing, City shall not terminate this Agreement pursuant to this provision and seek bids or proposals for, negotiate, or enter into any agreement, understanding or arrangement for the provision of any of the Services to the City after the termination of this Agreement, with any other person or entity. In the event of a conflict between this provision and any other provision in this Agreement or any exhibit, the terms of this provision shall govern.

48.0 AUTHORIZATION

Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter this Agreement. Each party further acknowledges and agrees that it has read this Agreement, understands it, and agrees to be bound by it.

49.0 SIGNATURES

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature:

CITY OF LOCKHART _____ Approved in Form and Content

By:_____ By:_____

Printed Name:_____ Printed Name:_____

City Name: _____ City Name: _____

Attest: _____

CONTRACTOR

By: _____

Printed Name: _____

Company Name: _____

Attest: _____

50.0 ATTACHMENT 1: RESIDENTIAL COLLECTION SERVICES UNIT PRICES

Residential Trash Collection, Once per Week

Service	Cart Size	Fee	Unit
1. Trash Collection Base Fee	96-gallon	$13.43	Per Residential Service Unit per Month
2. Senior Resident Trash Collection Base Fee	65-gallon or 96-gallon	$10.48	Per Residential Service Unit per Month
3. Additional Trash Cart Fee	96-gallon	$7.75	Per Additional Cart per Month
4. Replacement Trash Cart Fee	96-gallon	$0.00	Per Replacement Cart

Residential Recycling Collection

Service	Fee	Unit
1. Universal Recycling Collection Base Fee	$5.18	Per Service Unit per Month
2. Additional Recycling Cart Fee	$5.50	Per Additional Cart per Month
3. Replacement Recycling Cart Fee	$0.00	Per Replacement Cart

Residential Yard, Brush, and Bulky Waste Collection

Service	Fee	Unit
1. Monthly Collection	$1.15	Per Residential Service Unit per Month
Contractor's Price for Additional Yard, Brush, and Bulky Waste Collection per Section 6.17.	$6.16	Per yard for each collection in excess of program limits up to four (4) Cubic Yards per additional collection

51.0 ATTACHMENT 2: COMMERCIAL COLLECTION SERVICES UNIT PRICES

Commercial Trash Cart Collection Service

Service	Fee	Unit
1. One (1) Commercial Trash Cart collected one time per week	$41.39	Per Month
2. Additional Commercial Trash Carts collected one time per week	$7.75	Per Additional Cart per Month
3. Cart Replacement Fee	$0.00	One-time Fee per Replacement Cart
4. Additional Yard, Brush, and Bulky Waste Collection	$13.00	One-time Fee per Cubic Yard

Commercial Trash Collection Service, Front Load

Container Type	Monthly Cost per Container					
	Collection per Week					
	1	2	3	4	5	6
2 CY	$84.86	$145.12	$175.74	$234.42	$293.04	$322.89
3 CY	$99.57	$168.64	$219.69	$293.04	$366.28	$400.16
4 CY	$119.87	$190.38	$263.57	$351.14	$438.93	$483.69
6 CY	$144.73	$230.33	$374.42	$484.55	$605.69	$666.45
8 CY	$182.42	$309.30	$423.21	$547.44	$684.31	$814.44
10 CY	$227.88	$358.10	$489.24	$651.39	$814.44	$932.81
2 CY Compactor	$89.26	$178.53	$254.38	$339.16	$425.93	$535.54
4 CY Compactor	$139.46	$278.25	$418.37	$557.83	$659.75	$836.75
6 CY Compactor	$189.67	$379.33	$568.98	$758.65	$948.31	$1,137.99
8 CY Compactor	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

Unscheduled Commercial Front Load Trash Collection

Container Type	Fee per Unscheduled Collection
2 CY	$33.06
3 CY	$38.00
4 CY	$46.69
6 CY	$55.41
8 CY	$69.84
10 CY	$84.71
2 CY Compactor	$36.58
4 CY Compactor	$57.15
6 CY Compactor	$77.73
8 CY Compactor	No Bid

Commercial Trash Roll Off Service

Roll Off Type and Size	Container Rental Fee (per Month)	Initial Delivery Fee (One -time)	Fee per Collection (Drop & Hook)	Fee per Collection (Self-Contained)	Disposal Fee (per Ton)
20 CY Uncompacted	$0.00	$105.00	$206.43	N/A	$58.18
30 CY Uncompacted	$0.00	$105.00	$228.59	N/A	$58.18
40 CY Uncompacted	$0.00	$105.00	$257.67	N/A	$58.18
15 CY Compacted	No Bid	No Bid	No Bid	No Bid	No Bid
20 CY Compacted	No Bid	No Bid	No Bid	No Bid	No Bid
30 CY Compacted	$630.00	$105.00	N/A	$332.00	$58.18
35 CY Compacted	$665.00	$105.00	N/A	$364.29	$58.18
40 CY Compacted	$553.00	$105.00	N/A	$418.33	$58.18
42 CY Compacted	No Bid	No Bid	No Bid	No Bid	No Bid

Commercial Recycling Cart Collection Service

Service	Fee	Unit
1. One (1) Commercial Recycling Cart collected one time per week	$16.00	Per Month
2. Additional Commercial Recycling Carts collected one time per week	$9.00	Per Additional Cart per Month
3. Cart Replacement Fee	$0.00	One-time Fee per Replacement Cart

Commercial Recycling Collection Service, Front Load

Container Type	Monthly Cost per Container					
	Collection per Week					
	1	2	3	4	5	6
2 CY	$81.84	$139.96	$169.50	$226.09	$282.62	$311.41
3 CY	$96.03	$162.64	$211.88	$282.62	$353.27	$385.94
4 CY	$115.60	$183.62	$254.21	$338.66	$423.33	$466.51
6 CY	$137.20	$218.35	$344.60	$459.34	$574.16	$631.81
8 CY	$172.93	$284.66	$389.51	$518.96	$648.71	$720.73
10 CY	$209.73	$329.57	$450.28	$599.51	$749.58	$836.03
2 CY Compactor	$90.57	$181.15	$258.12	$344.15	$430.20	$543.42
4 CY Compactor	$141.51	$282.34	$424.53	$566.04	$669.76	$849.06
6 CY Compactor	$192.46	$384.91	$577.35	$769.81	$962.26	$1,154.73
8 CY Compactor	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

Unscheduled Commercial Front Load Recycling Collection

Container Type	Fee per Additional Collection
2 CY	$36.36
3 CY	$38.00
4 CY	$51.36
6 CY	$60.95
8 CY	$76.83
10 CY	$93.18
2 CY Compactor	$40.24
4 CY Compactor	$62.87
6 CY Compactor	$85.50

8 CY Compactor	No Bid

Commercial Recycling Roll Off Service

Roll Off Type and Size	Container Rental Fee (per Month)	Initial Delivery Fee (One-time)	Fee per Collection (Drop & Hook)	Fee per Collection (Self-Contained)	Processing Fee (per Ton)
20 CY Uncompacted	$0.00	$105.00	$206.43	N/A	$58.18
30 CY Uncompacted	$0.00	$105.00	$228.59	N/A	$58.18
40 CY Uncompacted	$0.00	$105.00	$257.67	N/A	$58.18
15 CY Compacted	No Bid	No Bid	No Bid	No Bid	No Bid
20 CY Compacted	No Bid	No Bid	No Bid	No Bid	No Bid
30 CY Compacted	$630.00	$105.00	N/A	$332.00	$58.18
35 CY Compacted	$665.00	$105.00	N/A	$364.29	$58.18
40 CY Compacted	$553.00	$105.00	N/A	$418.33	$58.18
42 CY Compacted	No Bid	No Bid	No Bid	No Bid	No Bid

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: June 16, 2026

AGENDA ITEM CAPTION: Discuss Ordinance No. 2026-26 amending Chapter 48 of the City of Lockhart Code of Ordinances to establish revised solid waste, recycling, and related service fees for residential and commercial customers.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Roque Salinas

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: The City Council is considering a new seven-year Solid Waste and Recycling Collection Services Agreement with Republic Services of Texas, Ltd. d/b/a Central Texas Refuse (CTR). Approval of the agreement requires corresponding amendments to Chapter 48 of the City of Lockhart Code of Ordinances to establish revised rates and fees for residential and commercial solid waste and recycling services.

This represents the first adjustment to residential and commercial solid waste rates since 2021. During that time, inflationary pressures, labor costs, equipment costs, fuel expenses, disposal fees, and other operational costs associated with providing solid waste services have increased. The proposed rate adjustments are necessary to support the continued delivery of reliable solid waste collection and disposal services while implementing several service enhancements negotiated as part of the new agreement.

Under the proposed rate structure, residential customers will receive enhanced services under a single monthly fee, including weekly garbage collection, weekly curbside recycling collection, and monthly brush and bulky waste collection of up to four cubic yards per household. Additional services include optional extra trash and recycling carts, cart replacement services, and a discounted senior citizen rate.

The ordinance also establishes fees for commercial recycling services, additional collections, replacement carts, brush and bulky waste collection, and future Public Works Facility drop-off services for City residents.

PROJECT SCHEDULE (if applicable): The new rates will take effect as follows:
• Residential rates: First billing cycle in August 2026
• Commercial rates: First billing cycle in July 2026

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

STAFF RECOMMENDATION/REQUESTED MOTION: Council discretion.

LIST OF SUPPORTING DOCUMENTS: Ordinance 2026-26 - Solid Waste Rates

ORDINANCE NO. 2026-26

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, AMENDING THE CITY OF LOCKHART CODE OF ORDINANCES, CHAPTER 48 "SOLID WASTE" ESTABLISHING FEES TO REFLECT NEW VENDOR RATES FOR RESIDENTIAL SOLID WASTE COLLECTION, DISPOSAL, AND RECYCLING SERVICES AND COMMERCIAL WASTE COLLECTION AND DISPOSAL SERVICES

WHEREAS, the Lockhart City Council ("City Council") finds that providing solid waste collection and disposal services for the citizens of Lockhart is necessary for the health, safety and welfare of the community; and

WHEREAS, the City Council recognizes that fees must be established and collected for the use of City/Contractor supplied trash carts/bins to pay for the services to collect, transport, and dispose of solid waste for Lockhart residents and businesses; and

WHEREAS, the City Council has determined that amending Chapter 48 of the Code of Ordinances to establish such fees serves a public purpose by making solid waste collection, disposal, and recycling services and commercial waste collection and disposal services more efficient for its citizens and the City Council desires to amend the Code of Ordinances accordingly.

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

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

SECTION 2. Chapter 48 "Solid Waste" is hereby amended in part to add Section 48-7 to read as follows:

48-7. - Collection, disposal, and recycling fee rates

The following rates for solid waste collection, transporting, and disposal are hereby adopted and shall be assessed as follows:

[Continue to Next Page]

Service	Exhibit
Residential Garbage Collection Services	A
Commercial Trash Cart Collection Service	B
Commercial Trash Collection Service	C
Commercial Recycling Collection Service	D
Commercial Recycling Cart Collection Service	E
Unscheduled Commercial Front Load Recycling Trash	F
Unscheduled Commercial Front Load Collection	G
City of Lockhart Public Works Facility Drop- City of Lockhart Residents only	H

SECTION 3. Severability: If any provision, section, clause, sentence, or phrase of this ordinance is for any reason held to be unconstitutional, void, invalid, or un-enforced, the validity of the remainder of this ordinance or its application shall not be affected, it being the intent of the City Council in adopting and of the Mayor in approving this ordinance that no portion, provision, or regulation contained herein shall become inoperative or fail by way of reasons of any unconstitutionality or invalidity of any other portion, provision or regulation.

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

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

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

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

PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, ON THE 16th DAY OF JUNE 2026.

CITY OF LOCKHART, TEXAS

_____
LEW WHITE, Mayor

ATTEST:

_____
JULIE BOWERMON, City Secretary

APPROVED AS TO FORM:

_____
BRADFORD E. BULLOCK, City Attorney

ATTACHMENT A
RESIDENTIAL GARBAGE COLLECTION SERVICES
FIRST BILLING IN AUGUST 2026

Residential Garbage Collection Services		
Garbage Collection Base Rate (96-gallon)Recycling (96-gallon) Brush and Bulky pick up monthly 4 yards per household	$ 23.56	Per month
Senior Resident Trash Collection Base Fee 65-gallon or 96-gallon Recycling (96-gallon) Brush and Bulky pick up monthly 4 yards per household	$ 18.50	Per month
Additional Trash Cart Fee (96-gallon)	$ 9.00	Per additional cart per month
Replacement Trash Cart Fee (96-gallon)	$ 10.00	One-time Fee per Replacement Cart
Extra Bursh/Bulk, City of Lockhart Code enforcment, or out of cycle pick up. Per yard	$ 8.00	Per Yard
Additional Recycling Cart Fee	$ 6.00	Per additional cart per month
Replacement Recycling Cart Fee	$ 10.00	One-time Fee per Replacement Cart
Extra Bursh/Bulk, City of Lockhart Code enforcment, or out of cycle pick up. Per yard	$ 8.00	Per Yard

Attachment B
Commercial Trash Cart Collection Service
Off Rates Effective July 2026

Commercial Trash Cart Collection Service		
One (1) Commercial Trash Cart collected one time per week	$ 46.00	Per month
Additional Commercial Trash Carts collected one time per week	$ 10.00	Per additional cart per month
Cart Replacement Fee	$ 10.00	One-time Fee per Replacement Cart
Extra Bursh/Bulk or City of Lockhart Code enforcment	$ 15.00	One-time Fee per Cubic Yard

ATTACHMENT C
COMMERCIAL TRASH COLLECTION SERVICE
EFFECTIVE JULY 2026

Commercial Trash Collection Service						
Container Type	Collections per Week					
	1	2	3	4	5	6
Carts	$ 46.00	Not offered	Not offered	Not offered	Not offered	Not offered
2 CY	$ 102.00	$ 175.00	$ 211.00	$ 282.00	$ 352.00	$ 388.00
3 CY	$ 122.00	$ 211.00	$ 275.00	$ 381.00	$ 477.00	$ 521.00
4 CY	$ 149.00	$ 248.00	$ 343.00	$ 457.00	$ 571.00	$ 629.00
6 CY	$ 180.00	$ 300.00	$ 506.00	$ 655.00	$ 818.00	$ 900.00
8 CY	$ 227.00	$ 403.00	$ 572.00	$ 740.00	$ 924.00	$ 1,100.00
10 CY	$ 283.00	$ 466.00	$ 661.00	$ 880.00	$ 1,100.00	$ 1,260.00
2 CY Compactor	$ 89.26	$ 178.53	$ 254.38	$ 339.16	$ 425.93	$ 535.54
4 CY Compactor	$ 139.46	$ 278.25	$ 418.37	$ 557.83	$ 659.75	$ 836.75
6 CY Compactor	$ 189.67	$ 379.33	$ 568.98	$ 758.65	$ 948.31	$ 1,137.99
Lockbar				$20.00 Per Month, Per Unit		
Casters				$20.00 Per Month, Per Unit		

ATTACHMENT D
COMMERCIAL RECYCLING COLLECTION SERVICE
EFFECTIVE JULY 2026

Commercial Recycling Collection Service						
Container Type	Collections per Week					
	1	2	3	4	5	6
Carts	$ 46.00	Not offered	Not offered	Not offered	Not offered	Not offered
2 CY	$ 102.00	$ 175.00	$ 211.00	$ 282.00	$ 352.00	$ 388.00
3 CY	$ 122.00	$ 211.00	$ 275.00	$ 381.00	$ 477.00	$ 521.00
4 CY	$ 149.00	$ 248.00	$ 343.00	$ 457.00	$ 571.00	$ 629.00
6 CY	$ 180.00	$ 300.00	$ 506.00	$ 655.00	$ 818.00	$ 900.00
8 CY	$ 227.00	$ 403.00	$ 572.00	$ 740.00	$ 924.00	$ 1,100.00
10 CY	$ 283.00	$ 466.00	$ 661.00	$ 880.00	$ 1,100.00	$ 1,260.00
2 CY Compactor	$ 89.26	$ 178.53	$ 254.38	$ 339.16	$ 425.93	$ 535.54
4 CY Compactor	$ 139.46	$ 278.25	$ 418.37	$ 557.83	$ 659.75	$ 836.75
6 CY Compactor	$ 189.67	$ 379.33	$ 568.98	$ 758.65	$ 948.31	$ 1,137.99
Lockbar				$20.00 Per Month, Per Unit		
Casters				$20.00 Per Month, Per Unit		

ATTACHMENT E
COMMERCIAL RECYCLING COLLECTION SERVICE
EFFECTIVE JULY 2026

Commercial Recycling Cart Collection Service		
Service	Fee	Unit
One (1) Commercial Recycling Cart collected one time per week	$ 18.50	Per Month
Additional Commercial Recycling Carts collected one time per week	$ 10.50	Per Additional Cart per Month
Cart Replacement Fee	$ 10.00	One-time Fee per Replacement Cart

ATTACHMENT F
Unscheduled Commercial Front Load Collection
EFFECTIVE July 2026

Unscheduled Commercial Front Load Collection	
Container Size	Fee per Additional Collection
2 CY	$ 42.00
4 CY	$ 60.00
6 CY	$ 71.00
8 CY	$ 89.00
10 CY	$ 108.00
2 CY Compactor	$ 47.00
4 CY Compactor	$ 73.00
6 CY Compactor	$ 99.00

ATTACHMENT G
UNSCHEDULED COMMERCIAL FRONT LOAD RECYCLING TRASH
EFFECTIVE JULY 2026

Unscheduled Commercial Front Load Recycling	
Container Size	Fee per Additional Collection
2 CY	$ 42.00
4 CY	$ 60.00
6 CY	$ 71.00
8 CY	$ 89.00
10 CY	$ 108.00
2 CY Compactor	$ 47.00
4 CY Compactor	$ 73.00
6 CY Compactor	$ 99.00

ATTACHMENT H
CITY OF LOCKHART PUBLIC WORKS FACILITY DROP
CITY OF LOCKHART RESIDENTS ONLY
EFFECTIVE OCTOBER 2026

City of Lockhart Public Works Facility Drop- City of Lockhart Residents only		
Service	**Fee**	**Unit**
White goods (refrigerators, freezers, air conditioners, with refrigerant washers, dryers, etc.) sofa as large chairs, furniture.	$ 100.00	Per item- 5 Items per visit
White goods (refrigerators, freezers, air conditioners, with No refrigerant washers, dryers, etc.) sofa as large chairs, furniture.	$ 50.00	Per item- 5 Items per visit
Motor oil and cooking oil	Free	5 Gallons per visit.
Electronic items	Free	5 Items per visit
Tires 18 inch or less without rim	$ 10.00	Per tire
Tires 18 inch or less with rim	$ 20.00	Per tire
Tires 19 inches or more without rim	$ 25.00	Per tire
Tires 19 inches or more with rim	$ 40.00	Per tire

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: June 16, 2026

AGENDA ITEM CAPTION: Discuss adopting Resolution No. 2026-26 ratifying and approving Change Orders for the Fire Station No. 1 Renovation Project and authorizing the expenditure of contingency funds established under the Guaranteed Maximum Price (GMP) contract with D. Wilson Construction Co.

ORIGINATING DEPARTMENT AND CONTACT: Fire - Randy Jenkins

ACTION REQUESTED: Change Order

BACKGROUND/SUMMARY/DISCUSSION:

On September 17, 2024, the City Council authorized the selection of D. Wilson Construction Co. as the Construction Manager-at-Risk (CMAR) and Studio Steinbomer to provide architectural and engineering services for the Fire Station No. 1 renovation project. The City Council subsequently approved Resolution 2025-26 on August 19, 2025, authorizing execution of the Guaranteed Maximum Price (GMP) amendment in the amount of $2,441,745.

As construction has progressed and existing conditions have been uncovered, several Potential Change Orders (PCOs) have been identified and reviewed by the project team. The requested change orders address unforeseen field conditions, utility and infrastructure modifications, window and waterproofing adjustments, electrical upgrades, plumbing improvements, HVAC modifications, communications infrastructure, and other construction-related items necessary to complete the renovation project.

The GMP established an owner's contingency allowance of $221,977 for project-related changes and unforeseen conditions. The total amount of the requested change orders is $197,947.35, all of which will be funded from the contingency allowance. If approved, the remaining contingency balance will be $24,029.65.

Several of the requested change orders were previously approved administratively in accordance with the City's adopted Purchasing Policy and are presented for ratification. Staff anticipates that additional change orders may be necessary for extended general conditions and builder's risk insurance associated with the extended construction schedule.

PROJECT SCHEDULE (if applicable):

Estimated Fire Station No. 1 renovation completion is September 2026.

AMOUNT & SOURCE OF FUNDING:

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

Funds Required:
Account Number:
Funds Available:
Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

Previously on March 18, 2025, the City Council provided guidance for the base scope of work to include demolition, life safety systems, electrical, plumbing, drywall, flooring, HVAC, paint, appliances, diesel exhaust system, acoustic ceiling, framing, casework, repointing masonry, shower, overhead doors, replacement windows, signage, and exterior painting.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION:

Staff recommends the approval of the Potential Change Orders (PCO's) as presented.

LIST OF SUPPORTING DOCUMENTS: 24-228 Lockhart Fire Station - PCO Tracking Log 6.1.2026, Buy Out Log 5.22.2026, Resolution 2026-26 Fire Station #1 Remodel Potential Change Orders 6-16-26 Summary

D. WILSON CONSTRUCTION CO.

PCO TRACKING LOG

24-228 Lockhart Fire Station

PCO No.	Date Initiated	Priority	Status	DESCRIPTION OF PCO	Amount
1	12/16/2025		Approved	Water Supply for Appliannces	$15,840.00
2	1/16/206		Approved	Additional Demo	$6,250.00
3	1/16/2026		Approved	Water Proofing Ar	$10,000.00
4	1/16/2026		Approved	Parge Window Open	$6,825.00
5	1/16/2026		Approved	Demo and Replace	$11,400.00
8	1/30/2026		Approved	Lockhart Electrical Charge	$27,421.00
13	1/20/2026		Approved	Adjust Final Budget for Window Costs after Demo to verify all existing conditions and sizes.	$27,548.00
14R	3/24/2026		Approved	Plumbing First Floor/UG	$13,248.00
16	3/19/2026		Approved	Add Data and Comm.UG	$7,278.00
17	3/19/2026		Approved	Stairwell lighting	$1,868.00
18	3/25/2026		Approved	Flooring Changes	$746.35
19	3/27/2026		Approved	Missing HVAC Grill	$350.00
20	3/27/2026		Approved	Plaster patching damaged areas	$3,300.00
21	3/30/2026		Approved	Waterproofing Credit	($5,000.00)
22	4/20/2026		Approved	1st Floor Restroom Walls	$2,600.00
23	4/21/2026		Approved	Sanitary Line Replacement	$7,700.00
24	4/27/2026		Approved	Tower Cable and Tie Downs	$7,300.00
26	5/13/2026		Approved	Added Frames, Doors, and Hardware	$18,193.00
27	5/22/2026		Approved	Fire Alarm Monitoring (Cellular)	$2,280.00
28	5/26/2026		Approved	New Carrier and Rudd AHU Systems	$32,800.00
			Draft	Additional general Conditions & Supervision (3 months)	$69,866.16
			Draft	Builder's Risk insurance (extended Coverage)	$1,830.00

Total PCOs Amount:	$269,643.51
Contingency:	$221,977.00
Buy Out Savings:	$348,998.00
Total PCO's minus Contingency + Buy Out Savings:	$301,331.49

Spec Section Package	Item Description	Subcontractor/Supplier	TopSheets GMP Budget - AS BID	L Bought Value	M Buy Saving Variance (K-L)	 Subcontractor (Y or N)	O Bidder 2	 Bidder 3	P SCOPE SUBCONTRACT WRITTEN
	Div 1 - General Requirements								
	Landscape repairs		$ -	6,750	$ (6,750)	DWCC			In Progress
	Final Cleaning Contract		$ -	14,175	$ (14,175)	DWCC			In Progress
	Barricades Closures Maintain neighbors area		$ -	7,425	$ (7,425)	DWCC			In Progress
	General Requirements		$ 39,809	39,809	$ -				
	Div 2 - Existing Conditions								
	Demolition		$ 28,550	22,450	$ 6,100	KMAC			YES
	Div 3 - Concrete				$ -				
3A	Concrete		$ 54,867	47,725	$ 7,142	DWCC			In Progress
					$ -				
	Div 4 - Masonry				$ -				
4A	Masonry		$ 173,025	151,860	$ 21,165				In Progress
	Div 5 - Metals								
	Structural Steel Fabrication	Included in Div 6 rough carpentry	$ 3,000	0	$ 3,000	DWCC			In Progress
	Balcony Railings and Screen	Included in Div 6 rough carpentry	$ 3,451	0	$ 3,451	DWCC			In Progress
	Div 6 - Wood & Plastics								
6A	Rough Carpentry		$ 40,000	37,800	$ 2,200	DWCC		Incomplete Scope	yes
	Millwork		$ 65,449	58,700	$ 6,749	Millenia	$ 63,649.00	$ 21,287.00	YES
	Div 7 - Thermal & Moisture Protection								
7A	Waterproofing and Sealants		$ 5,000	5,000	$ -			TBD after Window Sc	
					$ -		Precision	Beldon	
7C	Roofing		$ 154,172	93,812	$ 60,360	Summit Roofing	$ 104,883.00	$ 99,073.00	YES
					$ -	Includes turnkey roofing operations including all wood blocking and all roofing	No carpentry or tower	Only included TPO repair, no wood blocking, no ladders or hatch no roofing at tower	
7D	Thermal Insulation			3,873	$ (3,873)	Koala Insulation			YES
					$ -				
	Div 8 - Doors & Windows								
8A	Installation of Doors, Frames and Hdwe				$ -				
	Rollup Doors		$ 24,138	23,474	$ 664	Alamo Door			YES
8B	Doors, Frames and Hardware		$ 20,867	16,850	$ 4,017	LAForce			YES
	Interior Glazing and Storefront		$ 1,500	1,500	$ -	DWCC			In Progress
	Windows		$ 188,000	215,458	$ (27,458)	Guido			YES
					$ -				
					$ -				
	Div 9 - Finishes								
	Drywall and Acoustical		$ 217,000	193,000	$ 24,000	Tekton			yes
					$ -				
	Ceramic and Quarry Tile		$ 15,760	32,510	$ (16,750)	Reyes Floor Services			YES
					$ -	Net Savings $1640			
	Resilient and Carpet		$ 18,390	0	$ 18,390	Reyes Floor Services			YES
					$ -				
	Painting		$ 62,850	43,750	$ 19,100	D&W Painting			YES
					$ -				
	Div 10 - Specialties								
10A	Misc. Specialties		$ 4,360.00	0	$ 4,360	Interco	$ 5,350.00		YES
				Included		Package Deal			
10C	Signage (Rooms, Lettering & Marquee)		$ 5,000	5,000	$ -	?????			In Progress
					$ -	Just finished a project with them very good contractor	Rocky Duron Subcontractor is a problem and out of dallas	Third Bidders Price over $100K	
10F	Storage Specialties		$ 15,013	19,295	$ (4,282)	Interco	$ 14,600.00		YES

					$ -				
	Div 11 - Equipment								
11A	Residential Appliances		$ 29,421	29,117	$ 304	DWCC			in progress
					$ -				
	Div 12 - Furnishings								
12A	Window Treatments		$ 7,975	7,975	$ -	Longhorn blinds	No Bid	No bid	yes
					$ -				
					$ -				
	Div 21 - Fire Suppression								
21A	Fire Sprinklers		$ 61,802	59,762	$ 2,040	Skelton	$ 112,650.00	No Bid	YES
					$ -		Automatic Fire Protection		
	Div 22 - Plumbing								
	Plumbing		$ 70,694	64,800	$ 5,894	Bustamante	$ 87,250.00		YES
					$ -		Raised bid		
	Div 23 - HVAC								
	HVAC		$ 116,439	69,800	$ 46,639	Bustamante	$ 119,498.00	$ 113,237.00	YES
	VEHICLE EXHAUST			38,524	$ (38,524)	Magnegrip			yes
	T&B		$ -	0	$ -				
					$ -				
	Div 26 - Electrical								
	Electrical		$ 401,524	165,000	$ 236,524	MGI Electric	$ 167,776.00	$ 251,605.00	YES
					$ -				
	Fire Alarm		$ -	21,060	$ (21,060)	Skelton			YES
					$ -				
	Div 27 - Communications								
27A	Structured Cabling & Communications		NONE		$ -				
	Div 28 - Electronic Safety and Security (SCOPE HAS UNIT PRICES)								
28A	Electronic Safety & Security - Access Controls		NONE		$ -				
					$ -				
	Div 31 - Earthwork								
31A	Earthwork		NONE		$ -				
	Div 33 - Utilities								
33A	Site Utilities	Fire RISER to 5' out	$ 17,196	0	$ 17,196	Skelton			YES
					$ -				
	Add-On Items & Adjustments								
	Escalation Adjustment				$ -				
	Up Front Buyout				$ -				
	Software Cost (Procore)				$ -				
	Allocated Overhead				$ -				
SUBTOTAL			$ 1,845,252	$ 1,496,254	$ 348,998	Savings to date			
GENERAL CONDITIONS			$ 179,144	0	$ 179,144				
SUBTOTAL w/ GC's		GMP Ammendment Amount	$ 2,024,396	1,496,254	$ 528,142				
AGC FEES					0				
PROJECT MANAGEMENT COST					0				
PERMITS					0				
SUBTOTAL			$ 2,024,396		528,142				
BOND-INITIAL COST			$ 28,500		28,500				
ONE % BOND PREM>12 MO; PROJ TIME									
BUILDER'S RISK & Owners Protective			$ 2,219		2,219				
GENERAL LIABILITY			$ 24,293		24,293				
WARRANTY									
OWNER'S CONTINGENCY									
SUBTOTAL			$ 2,079,408		583,154				
CONTRACTOR'S CONTINGENCY			$ 221,977		221,977				
OVERHEAD & PROFIT			$ 140,360		140,641				
			$ 2,441,745		945,772	GMP Signed = $2,441,745			

RESOLUTION NO. 2026-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, RATIFYING CHANGE ORDER #2 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS #3 AND #5 WITH D. WILSON CONSTRUCTION CO. RELATED TO THE LOCKHART FIRE STATION NO. 1 REMODEL PROJECT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Lockhart, Texas entered into a public works construction agreement with D. Wilson Construction Co. on September 17, 2024 for the purpose of remodeling Fire Station No. 1 with a Guaranteed Maximum Price (GMP) of $2,441,775; and

WHEREAS, D. Wilson Construction Co. submitted to the City Change Order #1 in the amount of $27,548 on approximately January 20, 2026 and was administratively approved; and

WHEREAS, D. Wilson Construction Co. submitted to the City Change Order #2 in the amount of $50,315 on approximately January 20, 2026; and

WHEREAS, Change Order #2 was previously signed and approved on February 2, 2026; and

WHEREAS, the City Council exercises its authority pursuant to Texas Local Government Code Section 252.048 to ratify approval of Change Order #2;

WHEREAS, D. Wilson Construction Co. submitted to the City Change Order #3 in the amount of $50,561.35 on approximately March 25, 2026; and

WHEREAS, D. Wilson Construction Co. submitted to the City Change Order #4 in the amount of $16,250 on approximately March 30, 2026 and was administratively approved; and

WHEREAS, D. Wilson Construction Co. submitted to the City Change Order #5 in the amount of $53,273 on approximately May 26, 2026; and

WHEREAS, with the execution of Change Order #5, the original contingency allowance of $221,977 will have a revised value of $24,029.65; and

WHEREAS, the City Council hereby finds and determines that the adoption of this Resolution is in the best interests of the citizens of the City of Lockhart, Texas.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LOCKHART, TX:

SECTION 1: That the foregoing recitals are hereby found to be true and correct legislative findings of the City of Lockhart, Texas, and are fully incorporated into the body of this Resolution.

SECTION 2: That the City Manager's prior approval of Change Order #2 in the amount of $50,315 is retroactively approved and authorizes the City Manager to execute any and all documents necessary to complete the action.

SECTION 3: That Change Order #5 in the amount of $53,273 is authorized and authorizes the City Manager to execute any and all documents necessary to complete the action.

SECTION 4: That this Resolution shall become effective from and after its passage.

PASSED AND APPROVED by the City Council of the City of Lockhart, Texas on this 16th day of June, 2026.

_____
Lew White, Mayor

ATTEST: APPROVED AS TO FORM:

_____
Julie Bowermon, City Secretary

_____
Brad Bullock, City Attorney

studio | steinbomer ARCHITECTURE & INTERIORS

Lockhart TEXAS

D. WILSON CONSTRUCTION CO.

CONTINGENCY ADJUSTMENT AUTHORIZATION

Project:
Lockhart Fire Station #1
201 W Market St
Lockhart, TX 78644

Authorization No.: 1
Date: 1.20.2026
Architect's Project No. 2024-24

Contractor:
D. Wilson Construction Co.
1858 Grandstand
San Antonio, TX 78238

Contract Date: March 5, 2024
Contract For: Renovations

THE CONTRACT CONTINGENCY IS EXPENDED AS FOLLOWS:

Scope of Revision	Value
	$
Adjust Final Budget for Window Costs after Demo to verify all existing conditions and sizes	$ -27,548.00
	$
	$
GMP Budget = $188,000.00	$
Final Window Cost including associated Blocking $57,548.00 + 158,000.00=215,548.00	$
	$
	$
	$
	$
	$
	$
	$
TOTAL THIS CONTINGENCY ADJUSTMENT AUTHORIZATION	$ -27,548.00

Original Contingency Allowance Amount	$ 221,977.00
Previous Contingency Expenditure Authorizations	$ 0.00
The New Contingency Allowance Balance including this Authorization will be	$ 194,429.00

Notes:
1. The amount of unused Allowance Balances will be rolled into Contingency Allowance
2. Applications for Payment may include completed portions of Operations and Work contained in an executed Allowance Expenditure Authorization.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR, AND OWNER.

Architect:
Studio Steinbomer
4303 Medical Pkwy
Austin, TX 78756

Signature
Name:
Date:

Owner:
City of Lockhart, Texas
308 W. San Antonio St.
P.O. Box 239
Lockhart, Texas 78644

Signature
Name:
Date: 2/2/26

Contractor:
D. Wilson Construction Co.
1858 Grandstand
San Antonio, TX 78238

Signature
Name:
Date: 02/02/2026

studio | steinbomer ARCHITECTURE & INTERIORS

Lockhart TEXAS

D. WILSON CONSTRUCTION CO

CONTINGENCY ADJUSTMENT AUTHORIZATION

Project:
Lockhart Fire Station #1
201 W Market St
Lockhart, TX 78644

Authorization No.: 2
Date: 1.20.2026
Architect's Project No. 2024-24

Contractor:
D. Wilson Construction Co.
1858 Grandstand
San Antonio, TX 78238

Contract Date: March 5, 2024
Contract For: Renovations

THE CONTRACT CONTINGENCY IS EXPENDED AS FOLLOWS:

Scope of Revision	Value
PCO #1Add water Supply and drains for Appliances	$ $-15,840.00
PCO #2 Additional Demo required due to existing conditions	$ $-6,250.00
PCO #3 Add Water Proofing scope to the project due to existing conditions at windows	$ $-10,000.00
PCO #4 Parge all Masonry openings to accommodate new windows, added scope	$ $-6,825.00
PCO #5 Demo and Replace exterior Concrete to accommodate water lines and new electric service	$ $-11,400.00
	$
	$
	$
TOTAL THIS CONTINGENCY ADJUSTMENT AUTHORIZATION	$-50,315.00

Original Contingency Allowance Amount	$ 221,977.00
Previous Contingency Expenditure Authorizations	$-27,548.00
The New Contingency Allowance Balance including this Authorization will be	$ 144,114.00

Notes:
1. The amount of unused Allowance Balances will be rolled into Contingency Allowance
2. Applications for Payment may include completed portions of Operations and Work contained in an executed Allowance Expenditure Authorization.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR, AND OWNER.

Architect:
Studio Steinbomer
4303 Medical Pkwy
Austin, TX 78756

Signature
Name:
Date:

Owner:
City of Lockhart, Texas
308 W. San Antonio St.
P.O. Box 239
Lockhart, Texas 78644

Signature
Name:
Date: 2/2/26

Contractor:
D. Wilson Construction Co.
1858 Grandstand
San Antonio, TX 78238

Signature
Name:
Date: 02/02/2026

CONTINGENCY ADJUSTMENT AUTHORIZATION

Project:
Lockhart Fire Station #1
201 W Market St
Lockhart, TX 78644

Authorization No.: 3
Date: 3.25.2026
Architect's Project No. 2024-24

Contractor:
D. Wilson Construction Co.
1858 Grandstand
San Antonio, TX 78238

Contract Date: March 5, 2024
Contract For: Renovations

THE CONTRACT CONTINGENCY IS EXPENDED AS FOLLOWS:

Scope of Revision	Value
PCO 08 - Changes to Electrical System to accommodate a future/temporary Generator with Manual Transfer switch and modifications of panels and circuiting	$-27,421.00
PCO 14R - Plumbing Modifications and upgrades for first floor	$-13,248.00
PCO 16 - Data and Comm. Conduits from Pole to second floor	$-7,278.00
PCO 17 - Add lighting at Stairwell top landings	$-1,868.00
PCO 18 - Flooring Changes	$-746.35
TOTAL THIS CONTINGENCY ADJUSTMENT AUTHORIZATION	**$-50,561.35**

Original Contingency Allowance Amount	$221,977.00
Previous Contingency Expenditure Authorizations	$-77,863.00
The New Contingency Allowance Balance including this Authorization will be	$93,552.65

Notes:
1. The amount of unused Allowance Balances will be rolled into Contingency Allowance
2. Applications for Payment may include completed portions of Operations and Work contained in an executed Allowance Expenditure Authorization.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR, AND OWNER.

Architect:
Studio Steinbomer
4303 Medical Pkwy
Austin, TX 78756

Signature
Name: Amy Bramwell
Date: 03/31/26

Owner:
City of Lockhart, Texas
308 W. San Antonio St.
P.O. Box 239
Lockhart, Texas 78644

Signature
Name:
Date:

Contractor:
D. Wilson Construction Co.
1858 Grandstand
San Antonio, TX 78238

Signature
Name: Cesar Cantu
Date:5/18/2026

CONTINGENCY ADJUSTMENT AUTHORIZATION

Project:
Lockhart Fire Station #1
201 W Market St
Lockhart, TX 78644

Authorization No.: 4
Date: 3.30.26
Architect's Project No. 2024-24

Contractor:
D. Wilson Construction Co.
1858 Grandstand
San Antonio, TX 78238

Contract Date: March 5, 2024
Contract For: Renovations

THE CONTRACT CONTINGENCY IS EXPENDED AS FOLLOWS:

Scope of Revision	Value
PCO #19 HVAC replacement Grill	$ $350.00
PCO #20 Plaster Patching	$ $3,300.00
PCO #21 Credit for Waterproofing error	$ $-5,000.00
PCO #022 1st Floor Restroom Walls	$ $2,600.00
PCO #023 Sanitary Line Replacement	$ $7,700.00
PCO #024 Tower Guide Wire	$ $7,300.00
TOTAL THIS CONTINGENCY ADJUSTMENT AUTHORIZATION	$ $16,250.00

Original Contingency Allowance Amount	$221,977.00
Previous Contingency Expenditure Authorizations	$128,424.35
The New Contingency Allowance Balance including this Authorization will be	$77,302.65

Notes:
1. The amount of unused Allowance Balances will be rolled into Contingency Allowance
2. Applications for Payment may include completed portions of Operations and Work contained in an executed Allowance Expenditure Authorization.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR, AND OWNER.

Architect:
Studio Steinbomer
4303 Medical Pkwy
Austin, TX 78756

Signature
Name: Amy Bramwell
Date: 4-30-2026

Owner:
City of Lockhart, Texas
308 W. San Antonio St.
P.O. Box 239
Lockhart, Texas 78644

Signature
Name:
Date:

Contractor:
D. Wilson Construction Co.
1858 Grandstand
San Antonio, TX 78238

Signature
Name: Cesar Cantu
Date: 5/1/2025

CONTINGENCY ADJUSTMENT AUTHORIZATION

Project:
Lockhart Fire Station #1
201 W Market St
Lockhart, TX 78644

Authorization No.: 5
Date: 5/26/2026
Architect's Project No. 2024-24

Contractor:
D. Wilson Construction Co.
1858 Grandstand
San Antonio, TX 78238

Contract Date: March 5, 2024
Contract For: Renovations

THE CONTRACT CONTINGENCY IS EXPENDED AS FOLLOWS:

Scope of Revision	Value
PCO #026 - Added Frames, Doors, and Hardware	$ 18,193.00
PCO #027 Fire Alarm Monitoring (Cellular)	$ 2,280.00
PCO #028 - New Carrier and Ruud AHU systems	$ 32,800.00
	$
	$
	$
	$
	$
	$
	$
TOTAL THIS CONTINGENCY ADJUSTMENT AUTHORIZATION	$ 53,273.00

Original Contingency Allowance Amount	$ 221,977.00
Previous Contingency Expenditure Authorizations	$ 144,674.35
The New Contingency Allowance Balance including this Authorization will be	$ 24,029.65

Notes:
1. The amount of unused Allowance Balances will be rolled into Contingency Allowance
2. Applications for Payment may include completed portions of Operations and Work contained in an executed Allowance Expenditure Authorization.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR, AND OWNER.

Architect:
Studio Steinbomer
4303 Medical Pkwy
Austin, TX 78756

Signature
Name:
Date:

Owner:
City of Lockhart, Texas
308 W. San Antonio St.
P.O. Box 239
Lockhart, Texas 78644

Signature
Name:
Date:

Contractor:
D. Wilson Construction Co.
1858 Grandstand
San Antonio, TX 78238

Signature
Name: Cesar Cantu
Date: 5/28/2026

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: June 16, 2026

AGENDA ITEM CAPTION: Discuss awarding the Cemetery Maintenance and Operations Agreement to Gene Bagwell d/b/a Maintenance Management / Interment Services.

ORIGINATING DEPARTMENT AND CONTACT: Parks & Recreation - Travis Hughes

ACTION REQUESTED: Award of Contract

BACKGROUND/SUMMARY/DISCUSSION: Gene Bagwell d/b/a Maintenance Management has provided cemetery maintenance services for the City's cemeteries through a series of annual agreements since 2009. Following expiration of the most recent agreement on December 31, 2025, City Council directed staff to conduct a competitive procurement process for a new contract. To centralize cemetery operations with a contractor specializing in municipal cemetery management, staff expanded the scope of services to include both cemetery maintenance and cemetery operations. A four-month contract extension was approved to allow sufficient time to complete the procurement process.

Request for Proposals (RFP) No. 2026-03 was issued on April 2, 2026. The City received one proposal from Gene Bagwell d/b/a Maintenance Management / Interment Services, the City's current cemetery maintenance contractor. Following review of the proposal, staff determined that the submission met the requirements of the RFP and that the contractor possesses the experience, qualifications, and operational capacity necessary to successfully perform the expanded scope of services.

Mr. Bagwell has extensive experience providing cemetery maintenance, operations, and interment services for municipal cemeteries throughout Central Texas. In addition to providing maintenance services for the City of Lockhart, his firm currently provides comprehensive cemetery maintenance and operational services for the City of San Marcos Cemetery and the City of New Braunfels cemeteries. His firm also provides burial and interment services for the City of Bastrop's Fairview Cemetery and has extensive experience coordinating burial services with local funeral homes. Based on the references submitted and the contractor's long-standing service history, staff believes the firm possesses the qualifications, experience, and specialized expertise necessary to successfully perform the expanded scope of services contemplated under the proposed agreement.

The proposed agreement includes maintenance of approximately 34 acres of cemetery property, including mowing, trimming, debris removal, tree maintenance, irrigation repairs, and general grounds upkeep. The expanded scope also includes operational responsibilities such as assisting customers with plot selection and purchases, locating family burial plots, maintaining cemetery records, coordinating with funeral homes, providing burial services, enforcing cemetery regulations, and future assistance with the potential conversion of historical records to electronic records.

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

The addition of cemetery operations to the contract is intended to provide a higher level of customer service while reducing the administrative workload currently managed by the Parks and Recreation Director, who spends a significant amount of time addressing cemetery-related inquiries, plot sales, records management, burial coordination, and other operational matters. Consolidating these responsibilities under a contractor with specialized cemetery experience will allow Parks Department staff to focus more time on core parks, recreation, and facility maintenance responsibilities.

The proposed agreement provides for an initial five-year term beginning July 1, 2026, and ending June 30, 2031, with automatic renewal provisions as outlined in the contract. The annual contract amount is $92,700.

PROJECT SCHEDULE (if applicable): If approved, contract start date is July 1, 2026

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

FISCAL NOTE (if applicable): Funding for this agreement has been included in the FY 2027 Wortking Budget.

PREVIOUS COUNCIL ACTION: Council directed staff to solicit proposals for cemetery maintenance services and approved a four-month extension of the existing agreement to allow completion of the procurement process.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends approving the Cemetery Maintenance and Operations Agreement with Gene Bagwell d/b/a Maintenance Management / Interment Services and authorize the City Manager to execute the agreement.

LIST OF SUPPORTING DOCUMENTS: Cemetery Maintenance Operations Agreement 2026

CONTRACT FOR PURCHASE
OF GOODS AND/OR SERVICES

THIS CONTRACT is made and entered on 07/01/2026, by and between the City of Lockhart, Texas, a Municipal corporation located in Caldwell County, Texas, (hereinafter called CITY), acting through its duly authorized City Manager, Joseph Resendez and Gene Bagwell DBA Maintenance Management / Interment Services located at 625 Pioneer Trail, San Marcos, TX 78666, hereinafter called COMPANY), acting by and through its duly authorized agent.

WITNESSETH: That for and in consideration of the mutual covenants hereinafter set forth, the CITY and COMPANY agree as follows:

I. DESCRIPTION OF GOODS AND/OR SERVICE

Maintenance and Operation of the Lockhart Memorial Burial Park and Hooks Cemetery

The CITY agrees to purchase, and the COMPANY agrees to provide all the goods and/or services as specified in the contract documents, such goods and/or services generally described as follows:

The contractor shall, at a minimum, perform the following tasks for both cemeteries and provide for their own equipment and labor:

1. Maintain cemetery grounds
   a. Mow and line trim all areas within the approximately 34 acres of cemetery properties as indicated in the attached maps, including fencelines and between headstones at a maximum of 22-24 times per year
   b. Mowing services shall be performed within seven (7) days before Mother's Day, Father's Day, Memorial Day, Veteran's Day, Christmas Day, and Easter Sunday unless approved by the City
   c. Trim and remove dead branches, shrubs, and trees and dispose of in City designated area
   d. Repair damaged or leaking water faucets or water lines
   e. Remove trash, debris, and gravesite ornamentations that are faded and worn
   f. The Company is responsible for all damage done to headstones, curbing, fencing, trees, etc., caused during the performance of the above maintenance tasks
   g. The Company is responsible for reporting all vandalism or damage at the cemetery to the City

2. Meet with cemetery customers by appointment
   a. Show customers available burial plots for purchase
   b. Provide customers with information regarding purchasing a burial plot and the burial process
   c. Assist customers locating existing burial plots of family members
   d. Assist customers locating the boundaries of their existing burial plots

3. Collect and maintain cemetery records
   a. Collect and maintain interment documents from customers and/or funeral homes
   b. Collect and maintain records of burial plot purchases and locations
   c. Assist with the conversion of historical burial plot records to electronic records

4. Provide burial services
   a. Communicate with funeral homes regarding upcoming burials
   b. Coordinate with funeral homes regarding ceremonies setups and parking availability

c. Mark upcoming burial sites to prepare for opening graves
d. Open burial plots prior to scheduled burial services and close immediately after
e. Remove excess burial soil to a City designated area
f. Backfill graves that have settled significantly
g. Remove excess burial ceremony decorations and ornamentations 48 hours after interment
h. The Company may store equipment on cemetery grounds in City designated locations

5. Enforce cemetery rules, codes, and ordinances
   a. Ensure with assistance from city staff that relevant cemetery rules are posted
   b. Remove items on gravesites that are in violation of posted cemetery rules
   c. Ensure that headstones and borders are installed per cemetery rules

for the bid sum of **$92,700 dollars and 00 cents,** paid in current funds at the unit or total prices, at COMPANY'S own proper cost and expense, including all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, bonds and other accessories and services necessary to complete delivery of same, in accordance with the contract documents, hereinafter defined, and subject to such additions and deductions as provided therein.

II. CONTRACT DOCUMENTS

The contract documents shall consist of this written agreement or Contract; provisions of this Contract including General Clauses and Conditions, Special and all other Provisions, Advertisement for Bid, Invitation to Bid, Instruction to Bidders, Bidder's Proposal, all Addenda issued prior to award of Contract, any plans which include all maps, plats, blueprints, and other drawings and printed or written or explanatory matter thereof, the technical specifications and all other documents identified as pertaining to this agreement, all of which have been identified by the CITY and COMPANY and are marked as Attachments A and B. The contract documents constitute the entire agreement between the CITY and COMPANY, and all are as fully a part of the Contract as if attached to and repeated in this agreement. The contract documents may be altered, amended or modified only as provided herein.

III. PAYMENT OF COMPENSATION

The goods and/or services to be provided under this Contract shall be commenced by COMPANY upon final execution of this Contract and on a date to be specified in a written "Purchase Order" or "Work Order" (whichever applicable), in accordance with the contract documents. The total annual consideration to be paid to the Company shall be prorated and paid in equal monthly installments less five percent (5%) retainage each month during the term of the contract beginning July 1, 2026. Each monthly installment shall be paid to the Company by the City withing 10 days of receiving the Company's invoice. The five percent (5%) retainage is to be held by the City in order to ensure substantial compliance and completion of the contract by the Company. The accumulated retainage will be paid to the Company by the City in January of each year of this contract period upon the Company's satisfactory completion of the contractual terms to that date. In the event the City terminates the contract based upon violation of the agreement then the Company forfeits all amounts retained.

IV. MODIFICATION AND ASSIGNMENT

This Contract may not be altered; modified or amended except in writing properly executed by the parties and may not be assigned to a third party.

V. TERMINATION

Unless otherwise provided in the contract documents, CITY may terminate this Contract at any time without cause with thirty-(30) day's written notice. Additionally, CITY shall have the right to cancel this Contract if COMPANY fails to provide the goods and/or services in accordance with the Contract Documents after giving seven-(7) day's prior written notice. Irrespective of which party shall effect termination or the cause therefore, CITY shall within thirty-(30) days of termination compensate COMPANY for any delivery of goods and/or services made up to the time of termination. No amount shall be due for lost or anticipated profits.

VI. TERM

The term of this Contract shall be an initial term of 5 years beginning on the 1st day of July 2026 and ending on the 30th day of June 2031 unless terminated by either party under the terms set forth herein. This Contract shall automatically be renewed, without need for formal action, for one additional 5-year term, followed by two-year terms renewable with Council action, beginning on the same day of the initial term, unless earlier terminated as provided in the contract documents.

VII. GOVERNING LAW AND VENUE

The parties agree that the laws of the State of Texas shall apply to and govern this Contract and venue for any legal proceeding shall be in Caldwell County, Texas.

VIII. INDEPENDENT CONTRACTOR/INDEMNITY

It is agreed for all purposes hereunder that the COMPANY is and shall be an independent contractor and shall not, with respect to their acts or omissions, be deemed an agent or employee of CITY.

COMPANY AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, FROM AND AGAINST LIABILITY FOR ANY AND ALL CLAIMS, LIENS, SUITS, DEMANDS, AND/OR ACTIONS FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGE (INCLUDING LOSS OF USE), AND EXPENSES, INCLUDING COURT COSTS AND ATTORNEYS' FEES AND OTHER REASONABLE COSTS ARISING OUT OF OR RESULTING FROM COMPANY'S WORK AND/OR ACTIVITIES CONDUCTED IN CONNECTION WITH OR INCIDENTAL TO THIS CONTRACT AND FROM ANY LIABILITY ARISING OUT OF, OR RESULTING FROM, THE INTENTIONAL ACTS OR NEGLIGENCE, INCLUDING ALL SUCH CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW, OR BASED IN WHOLE OR IN PART UPON THE NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF COMPANY, INCLUDING BUT NOT LIMITED TO ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, AND OTHER PERSONS.

COMPANY further agrees that it shall at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, agents, employees, subcontractors, licenses, invitees and other persons, as well as their property, while engaged in the delivery of such purchases and/or services pursuant to this Contract or while on City's premises where the services are being provided. It is expressly understood and agreed that CITY shall not be liable or responsible for the negligence of COMPANY, including but not limited to its officers, agents, employees, subcontractors, licensees, invitees, and other persons.

Further, CITY assumes no responsibility or liability for harm, injury, or any damaging events which are directly or indirectly attributable to premise defects, real or alleged, in the vicinity where such

purchases and/or services are to be delivered by COMPANY, which may now exist or which may hereafter arise upon the premises, responsibility for any and all such defects being expressly assumed by COMPANY. COMPANY understands and agrees that this indemnity provision shall apply to any and all claims, suits, demands, and/or actions based upon or arising from any such premise defects or conditions, including but not limited to any such claim asserted by or on behalf of COMPANY, including but not limited to its officers, agents, employees, subcontractors, licensees, invitees, and other persons.

It is further agreed with respect to the above indemnity, that CITY and COMPANY will provide the other prompt and timely notice of any event covered which in any way, directly or indirectly, contingently or otherwise, affects or might affect the COMPANY or CITY, and CITY shall have the right to compromise and defend the same to the extent of its own interests.

IX. DISCRIMINATION REGULATIONS

COMPANY, in the execution of this Contract and particularly in the employment practices engaged in, agrees that it will not discriminate on the basis of race, color, religion, national origin, sex, age, handicap or disability.

X. NOTIFICATION

All notices and communications required herein shall be personally delivered or mailed to the other party by United States certified mail, return receipt requested. Unless otherwise changed in writing by the respective party, notice intended for COMPANY shall be sent to the COMPANY's address as shown on COMPANY's Proposal; notice intended for CITY shall be sent to: Department Contact, City of Lockhart, P.O. Box 826, 101 E. Main St., Lockhart, Texas 75126. Mailed notices shall be deemed to have been received three-(3) days after mailing.

IN WITNESS WHEREOF, CITY and COMPANY have executed this Contract in **three (3) counterparts**, each of which shall be deemed an original, the day and year first written above.

[Signature page to follow]

CITY OF LOCKHART

Jospeh Resendez, City Manager

ATTEST:

Julie Bowermon, City Secretary

APPROVED AS TO FORM:

City Attorney or designee

COMPANY

Signature

Printed Name: _____

Printed Title: _____

Acknowledgment

State of Texas, County of Caldwell: Before me the undersigned authority on this day personally appeared _____, known to be the person whose name is subscribed to the foregoing document and known to me to be the _____ (title) of _____ (company name) and acknowledged to me that (s)he executed said document with full authority to do so and for the purposes and consideration expressed therein. Given under my hand and seal of office the _____ day of _____, 20___.

Notary Public in and for the State of Texas

ATTACHMENT A

City of Lockhart – Minimum Insurance Requirements

LOCKHART $50,000+
CITY OF LOCKHART REQUIREMENTS:

- Comprehensive General Liability and Bodily Injury & Property Damage with minimum limits of
  $1,000,000 per Occurrence, $1,000,000 General Aggregate, $1,000,000 Products/Completed Operations Aggregate.
- General Liability must include coverage for Premises and Operations, Products and Completed Operations, Contractual Liability, Independent Contractors, Broad Form Property Damage, and Personal/Advertising Injury.
- Auto Liability with minimum limits of $1,000,000 per Occurrence, $1,000,000 General Aggregate.
- Certificate must include a statement listing **The City of Lockhart, Texas** as additional insured on the General Liability and Auto coverages. Blanket Endorsements are acceptable in meeting this requirement if copies of the endorsements are provided along with the certificate. If using a form that has specific boxes labeled for additional insured, checking those specific boxes is acceptable in meeting this requirement as well.
- Employers Liability with minimum limits of $100,000 Occupational Disease, $100,000 per Accident, and $100,000 per Employee.
- Workers Compensation providing statutory coverage limits.
- Certificate must include a statement providing a Waiver of Subrogation on the Workers Compensation, Employers Liability as well as the General Liability coverage. Blanket Endorsements are acceptable in meeting this requirement if copies of the endorsements are provided along with the certificate. If using a form that has specific boxes labeled for waiver of subrogation, checking those specific boxes is acceptable in meeting this requirement as well.

ATTACHMENT B

Contract Documents

The contract documents shall consist of this written agreement or Contract, provisions of this Contract including General Clauses and Conditions, Special and all other Provisions, Advertisement for Bid, Invitation to Bid, Instruction to Bidders, Bidder's Proposal, all Addenda issued prior to award of Contract, any plans which include all maps, plats, blueprints, and other drawings and printed or written or explanatory matter thereof, the technical specifications and all other documents identified as pertaining to this agreement, all of which have been identified by the CITY and COMPANY. The contract documents constitute the entire agreement between the CITY and COMPANY, and all are as fully a part of the Contract as if attached to and repeated in this agreement. The contract documents may be altered, amended or modified only as provided herein.

ADVERTISEMENT AND REQUEST FOR PROPOSALS FOR MAINTENANCE AND OPERATION OF THE LOCKHART MUNICIPAL BURIAL PARK AND HOOKS CEMETERY

The City of Lockhart, Texas will receive proposals for the maintenance and operation of the Lockhart Municipal Burial Park and Hooks Cemetery until ***3:00 p.m. on April 28, 2026. Proposals shall be addressed and delivered to: Travis Hughes, Director of Parks & Recreation City of Lockhart – City Hall 308 West San Antonio Street Lockhart, Texas 78644.*** Any proposal received after the stated closing time will be returned unopened. A copy of the RFP can be found online at https://www.lockhart-tx.org/page/bids The City of Lockhart reserves the right to reject any and all proposals.

RFP # 2026-03

Cover Page

CITY OF LOCKHART, TEXAS

RFP 2026-03

REQUEST FOR SEALED PROPOSALS FOR
Maintenance and Operation of the Lockhart Municipal Burial Park and Hooks Cemetery

PROPOSALS DATE ISSUED:
April 2, 2026

RFP SUBMITTALS DATE DUE:
April 28, 2026

DEPARTMENT CONTACT FOR QUESTIONS:
Travis Hughes
Director of Parks & Recreation
thughes@lockhart-tx.org

Table of Contents

Cover Page 4
RFP # 2026-03 Invitation for Proposals 6
GENERAL CLAUSES AND CONDITIONS 6
SPECIAL PROVISIONS 8
DISCLOSURE OF CERTAIN RELATIONSHIPS WITH LOCAL GOVERNMENT OFFICERS; PROVIDING PUBLIC ACCESS TO CERTAIN INFORMATION 10
Check List: 10
CONFLICT OF INTEREST QUESTIONNAIRE 11
Non-Exclusion Affidavit for General Contractors 13
PROPOSAL EVALUATION 14
CRITERIA FOR EVALUATION IN ORDER OF IMPORTANCE: 14
TERMINATION FOR DEFAULT 14
NON-PERFORMANCE CONDITION 15
NOTICE 15
CONTRACT FOR PURCHASE OF GOODS AND/OR SERVICES 1
RFP 15
ATTACHMENT A 1
PROPOSAL INFORMATION 21
RFP 21
Background 21
Scope of Work 21
Organizational Profile 22
References 22
Proposed Services and fees for services 22
Questions 20
ATTACHMENT B 21
Cemetery Location Map 21
Municipal Burial Park Map 22
Hooks Cemetery Map 23

RFP # 2026-03 Invitation for Proposals
Maintenance and Operation of Lockhart Municipal Burial Park and Hooks Cemetery

City of Lockhart, Texas

The City of Lockhart is soliciting proposals from qualified individuals, firms or corporations to provide a range of management and administrative services for:

Maintenance and Operation of Lockhart Municipal Burial Park and Hooks Cemetery

Mark envelope in the lower left corner with the corresponding RFP Number; and name project, so the proposals will not be opened until the appointed hour.

Mailed proposals must be received as 1 (one) original and 3 (three) copies, on this form, prior to the closing date and time to be considered. Mailed proposals must be submitted in sufficient time to be received and time-stamped at the above location on or before the published date and time shown on the RFP. The City of Lockhart will not be responsible for mail delivered from the post office. Proposals received after the published time and date cannot be considered and will be returned unopened.

- A sealed copy of the bid proposal may be submitted by courier or hand delivered to the City Manager's Officer.
- A **digital copy must** be submitted; however, a digital submission cannot be emailed.
- Faxed proposals will not be accepted.

All proposals courier or hand proposals must be delivered and/or be submitted to

308 W San Antonio St.,
Lockhart, Texas 78644

All mailed proposals must be mailed to:

P.O. Box 239,
Lockhart, Texas 78644.

If you have questions regarding the preparation of your proposal or for technical questions, you may contact the Department Contact on the cover page. All questions must be submitted in writing.

GENERAL CLAUSES AND CONDITIONS

1. Protection of Resident Workers: The City of Lockhart actively supports the Immigration and Nationality Act (INA), which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and

employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

2. Laws and Ordinances: The Contractor shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations which in any manner affect the Contract or the work and shall indemnify and save harmless the City against any claim arising from the violation of any such laws, ordinances and regulations whether by the Contractor or his employees.

3. Proposals will be received and publicly acknowledged at the location, date and time stated above. Only the name of the proposers responding to this request for proposal shall be released at the proposal opening. Other information submitted by the proposer shall not.be released by the City during the proposal evaluation process or prior to contract award. At no time will confidential information, as noted by the proposer, be released.

4. Proposer shall attach official documentation from the State of Texas or other qualified certification agency of M/WBE status of your company with bid/proposal. The data is for informational purposes only and will not affect the bid proposal award.

5. A completed W-9 form will be required within five business days by the apparent most qualified proposer once notification has been received.

6. In submitting an offer, respondent certifies that they have not participated nor have they been party to any collusion, price fixing or any other illegal or unethical agreements with any company, firm or person concerning the pricing offered.

7. The attached Non-Exclusion Affidavit for General Contractors must be signed, notarized and submitted with bid proposal.

8. A representative of the proposing entity who is authorized to enter into contract on behalf of the proposing entity must manually sign proposals in ink. The person signing the proposal must indicate his/her title along with signature. Proposals received without proper signature will not be considered.

9. Any ambiguity in the bid proposal as a result of omission, error, lack of clarity or non-compliance by the proposer with specifications, instructions and all conditions shall be construed in favor of the City.

10. The City of Lockhart reserves the right to reject any and all proposals, waive formalities and to make award of bid proposal as may be deemed to the best advantage of the City. No proposal may be withdrawn within forty-five (45) days after date of opening.

11. This Contract may be terminated at any time with thirty-(30) days written notice by either the City of Lockhart or successful proposer.

12. The City is not liable for any cost incurred by Proposers in replying to this RFP. This

includes costs to determine the nature of the proposal, submitting, negotiating, presentations or any other costs a vendor would incur in responding to the RFP.

13. Proposers shall complete all information requested and blanks provided shall be filled in on the provided forms. Failure to completely describe the merchandise being proposed may result in rejection of your bid proposal.

14. The City is exempt from all sales and excise taxes.

15. The City of Lockhart reserves the right to evaluate variations from these specifications. If exceptions are made, proposer shall state wherein the merchandise fails to meet these specifications. Failure to completely describe the merchandise being proposed may result in rejection of your proposal.
16. It shall be understood all proposals, responses, inquiries or correspondence relating to or in reference to this RFP, and all reports, charges and proposal or referencing information submitted in response to this RFP shall become the property of the City and will not be returned. The City will use discretion with regard to disclosure of proprietary information contained in any response but cannot guarantee information will not be made public. As a governmental entity, the City is subject to making records available for disclosure.

17. All restrictions on the use of data contained within a proposal and all confidential information must be clearly stated in the RFP. Proprietary information submitted in a proposal, or in response to the RFP, will be handled in accordance with the Texas Open Records Law and other applicable state statutes.

18. It is the vendor's responsibility to check for any addendums that might have been issued before the proposal closing date and time.

19. The proposal evaluation process will occur after the closing date. The City's evaluation and clarification process will commence. An evaluation team will review the proposals. Financial terms will not be the sole determining factor in this award. Other criteria described in this RFP will be considered, as well as any other factors the evaluation team determines may affect the suitability of the proposal for the City's requirements. A Proposer's submission of a proposal constitutes their acceptance of the evaluation technique.

20. Proposers must comply with the minimum insurance requirements of the City of Lockhart as appropriate to final contract terms. The minimum insurance requirements are noted in Attachment A.

SPECIAL PROVISIONS

1. DISCLOSURE OF CONFLICT OF INTEREST AND COMPLIANCE WITH ALL OTHER APPLICABLE LAWS

    a. Proposer shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations including all amendments and revisions thereto, which in any manner affect Bidder/Proposer or the services and/or items to be provided, specifically and not limited to any laws

relating to conflicts of interest. In particular, Bidder/Proposer is put on notice that City will require compliance with Chapter 176 of the Texas Local Government Code (hereinafter referred to as the "Act") requiring any person who contracts or seeks to contract with the City to disclose potential conflicts of interest as defined in the Act by completing the Conflict of Interest Questionnaire included in this bid proposal and returning it to the City in accordance with the provisions of the Act. Failure to comply with any applicable laws, including the provisions of the Act, may result in: i) the forfeiture by Bidder/Proposer of all benefits of the Contract; ii) the retainage by City of all services performed by Bidder/Proposer, and iii) the recovery by City of all consideration, or the value of all consideration, paid to Bidder/Proposer pursuant to any awarded contract.

b. The attached Conflict of Interest Questionnaire shall be submitted with the bid proposal submittal. It is the responsibility of the vendor to submit the form.

2. The successful proposer's rights and duties awarded by the contract may not be assigned to another without written consent of the City signed by the City's authorized agent. Such consent shall not relieve the assigned of liability in the event of default by the assignee.

3. Any deviations from specifications and alternate proposals must be clearly shown with complete information provided by the proposer. They may or may not be considered by the City.

4. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and shall not be effective unless signed by an authorized representative of the City.

5. The City shall have the right to modify this order subject to an adjustment in the price in accordance with the applicable provisions of the purchase order, if any, or pursuant to mutual agreements. No agreement or understanding to modify this order shall be binding on the City unless it is in writing and signed by an authorized representative of the City.

6. The City reserves the right to require additional technical and pricing information and negotiate all elements which comprise the Vendor's proposal to ensure that the best possible consideration be afforded to all concerned. The City reserves the right to accept all or part of any proposal, to reject any or all proposals and to re-solicit for proposals.

7. The following RFP Schedule of Events represents the best estimate of the schedule the City will follow. The City plans to meet the dates described below. If a component of the schedule is delayed, it shall be anticipated that the remaining components will be delayed by a similar number of days. Any significant change to the schedule will be published via RFP Addendum.

Event	Date
Request for Proposals Published	April 2, 2026
Deadline for All questions- must be submitted via email	April 16, 2026
Deadline for Proposal Submissions	April 28, 2026
Evaluation of Proposals	April 29, 2026
City Council Approval	May 19, 2026

8. Proposers shall submit a total of five (5) work references.

9. Proposers shall fill out the following required documents, as noted in the bid proposal. If the following forms are not included, the bid proposal may be considered non-responsive.

DISCLOSURE OF CERTAIN RELATIONSHIPS WITH LOCAL GOVERNMENT OFFICERS; PROVIDING PUBLIC ACCESS TO CERTAIN INFORMATION

Check List:

☐ Conflict of Interest Questionnaire

☐ Non-Exclusion Affidavit for General Contractors

Chapter 176 is an ethics law that requires certain local government officials to disclose employment and business relationships with vendors who conduct business with local government entities. The law defines a “vendor” as any person who enters or seeks to enter a contract with the city. The term also includes an agent of a vendor.

Local government officers subject to this law are a city council member, director, superintendent, administrator, president, city manager, or any other person who is designated as the executive officer of the local government entity. A municipal officer’s family member would include the officer’s spouse, father, mother, son, daughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, or step-child.

The law applies to any written contract for the sale or purchase of real property, goods, or services. A contract for services would include one for skilled or unskilled labor, or for professional services.

A vendor is required to file a conflict of interest questionnaire if the vendor has a business relationship with the city and has:

1. An employment or other business relationship with an officer or an officer’s family member that results in that person receiving taxable income that it more than $2,500

in the preceding twelve months; or

2. Has given an officer or an officer's family member one or more gifts totaling more than $250 in the preceding twelve months.

A vendor is required to file a questionnaire not later than the seventh business day after the later of the following:

1. The date the vendor begins discussions or negotiations to enter into a contract with the city or submits an application or response to a bid proposal; or

2. The date the vendor becomes aware of a relationship or gives a gift to an officer or officer's family member.

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity	**FORM CIQ**
This questionnaire reflects changes made to the law by H.B. 1491, 80th Lag., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.	OFFICEUSEONLY Date Received
Name of person who has a business relationship with local governmental entity.	
Check this box if you are filing an update to a previously filed questionnaire. _____ (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)	

1. **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

____ Yes _____ NO

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

____ Yes _____ NO

C. Is the filer of this questionnaire employed. by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

____ Yes _____ NO

D. Describe each employment or business relationship with the local government officer named in this section.

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

Non-Exclusion Affidavit for General Contractors

Federal, state, and local government agencies, not-profits, and other organizations that use federal money to fund all or part of any program or project are required to follow specific requirements regarding the use of such federal funds. One of these requirements is that no contract, subcontract, grant, financial assistance, or other forms of assistance provided using federal funds may be awarded to individuals or entities that have been suspended, debarred, or otherwise excluded from participation in federally funded programs.

The U.S. federal government maintains a Web site known as the "System for Award Management" (SAM) at www.sam.gov. One of the purposes of the SAM Web site is to provide a comprehensive list of all individuals, firms, and other entities that have been suspended, debarred, or otherwise excluded from participation in federally funded contracts, subcontracts, grants, etc. SAM provides a simple means of helping government, non-profit agencies, and other organizations ensure that they do not award federally-funded grants, contracts, subcontracts, or other financial or non-financial benefits to any individual, firm, or other entity that has been excluded by any agency from participation in such federally funded activities.

I, _____(Contractor Representative), hereby certify that neither I nor _____(Name of the company or organization I represent) nor any subcontractors that I or said company may employ to work on any federally funded activity have been suspended, debarred, or otherwise excluded by any federal agency from participation in any federally funded activity. I further acknowledge my understanding that, before entering into a contract with me or with the company or organization I represent, City of Lockhart staff will perform a search on www.sam.gov to verify whether I, the organization I represent, or any subcontractors I may employ to work on any federally funded activity, have been excluded from participation in any federally funded activity.

_____ _____

Signature of Contractor Representative Date

Sworn to and subscribed before me this _____day of _____, 20_____

_____

Notary Public in and for _____County, _____(Insert State Name)

PROPOSAL EVALUATION

RFP shall be awarded to the best-value proposal. The proposals will be evaluated on the factors outlined below which shall be applied to all eligible, responsive proposals in selecting the successful proposer. Award of a contract may be made without discussion with proposers after responses are received. Proposals should, therefore, be submitted on the most favorable terms.

Sealed Proposal Submission

Proposals shall be sealed and clearly marked with the Proposer's name and return address and indicate the proposal number and title. Facsimile or e-mail submitted proposals will not be accepted. Proposals received after the deadline cannot be considered and will be returned unopened. The City is not responsible for delays by the U.S. Postal Service, the internal mail delivery system of the City, or any other delivery method employed by the Proposer.

Proposers or their authorized representatives are expected to be fully informed as to the general terms and conditions, requirements and specifications of this Proposal Invitation before submitting proposals. Failure to do so will be at the proposer's own risk.

CRITERIA FOR EVALUATION IN ORDER OF IMPORTANCE:

Category	Weight
Completion of requested information	10
References	25
Demonstrated experience of related work	35
Cost	30

Negotiations may be conducted with responsible proposers who submit proposals determined to be acceptable of being selected for award. **All proposers will be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals.** Revisions to proposals may be permitted after submission and before award for the purpose of obtaining best and final offers.

TERMINATION FOR DEFAULT

The City of Lockhart reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the **contract** immediately in the event the successful proposer fails to:

- meet delivery or completion schedules
- otherwise perform in accordance with the accepted proposal and contract

Breach of contract or default authorizes the City to award to another proposer, purchase elsewhere, and charge the full increase in cost to the defaulting proposer.

NON-PERFORMANCE CONDITION

If the product or training is not in conformance with the specifications and requirements of the City, the vendor shall redo and complete any work necessary, bring the product or training into compliance at the vendor's expense.

NOTICE

The following blank spaces in the contract are not to be filled in by the Proposer at the time of submitting his proposal. The contract form is submitted at this time to familiarize the Proposer with the form of the contract, which the successful Proposer will be required to execute.

CONTRACT FOR PURCHASE
OF GOODS AND/OR SERVICES

THIS CONTRACT is made and entered on _____, by and between the City of Lockhart, Texas, a Municipal corporation located in Caldwell County, Texas, (hereinafter called CITY), acting through its duly authorized City Manager, Joseph Resendez and _____ located at_____, hereinafter called COMPANY), acting by and through its duly authorized agent.

WITNESSETH: That for and in consideration of the mutual covenants hereinafter set forth, the CITY and COMPANY agree as follows:

I. DESCRIPTION OF GOODS AND/OR SERVICE

The CITY agrees to purchase and the COMPANY agrees to provide all of the goods and/or services as specified in the contract documents, such goods and/or services generally described as follows:

RFP 2026-03

Maintenance and Operation of Lockhart Municipal Burial Park and Hooks Cemetery

for the bid sum of **_____ dollars and _____ cents ($00.00),** paid in current funds at the unit or total prices, at COMPANY'S own proper cost and expense, including all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, bonds and other accessories and services necessary to complete delivery of same, in accordance with the contract documents, hereinafter defined, and subject to such additions and deductions as provided therein.

II. CONTRACT DOCUMENTS

The contract documents shall consist of this written agreement or Contract, provisions of this Contract including General Clauses and Conditions, Special and all other Provisions,

Advertisement for Bid, Invitation to Bid, Instruction to Bidders, Bidder's Proposal, all Addenda issued prior to award of Contract, any plans which include all maps, plats, blueprints, and other drawings and printed or written or explanatory matter thereof, the technical specifications and all other documents identified as pertaining to this agreement, all of which have been identified by the CITY and COMPANY. The contract documents constitute the entire agreement between the CITY and COMPANY, and all are as fully a part of the Contract as if attached to and repeated in this agreement. The contract documents may be altered, amended or modified only as provided herein.

III. PURCHASE/WORK ORDER

The goods and/or services to be provided under this Contract shall be commenced by COMPANY upon final execution of this Contract and on a date to be specified in a written "Purchase Order" or "Work Order" (whichever applicable), in accordance with the contract documents. Time is of the essence for this Contract.

IV. MODIFICATION AND ASSIGNMENT

This Contract may not be altered; modified or amended except in writing properly executed by the parties and may not be assigned to a third party.

V. TERMINATION

Unless otherwise provided in the contract documents, CITY may terminate this Contract at any time without cause with thirty-(30) day's written notice. Additionally, CITY shall have the right to cancel this Contract if COMPANY fails to provide the goods and/or services in accordance with the Contract Documents after giving seven-(7) day's prior written notice. Irrespective of which party shall effect termination or the cause therefore, CITY shall within thirty-(30) days of termination compensate COMPANY for any delivery of goods and/or services made up to the time of termination. No amount shall be due for lost or anticipated profits.

VI. TERM

The term of this Contract shall be an initial term of _____ beginning on the ____ day of _____, 20__, and ending on the ___ day of _____, 20__ unless terminated by either party under the terms set forth herein. This Contract shall automatically be renewed, without need for formal action, for two one-year terms beginning on the same day of the initial term, unless earlier terminated as provided in the contract documents.

VII. GOVERNING LAW AND VENUE

The parties agree that the laws of the State of Texas shall apply to and govern this Contract and venue for any legal proceeding shall be in Caldwell County, Texas.

VIII. INDEPENDENT CONTRACTOR/INDEMNITY

It is agreed for all purposes hereunder, the COMPANY is and shall be an independent contractor and shall not, with respect to their acts or omissions, be deemed an agent or employee of CITY.

COMPANY agrees to indemnify and hold harmless and defend CITY, its officers, agents and employees, from and against liability for any and all claims, liens, suits, demands, and/or actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, including court costs and attorneys' fees and other reasonable costs arising out of or

resulting from COMPANY'S work and/or activities conducted in connection with or incidental to this Contract and from any liability arising out of, or resulting from, the intentional acts or negligence, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part upon the negligent or intentional acts or omissions of COMPANY, including but not limited to its officers, agents, employees, subcontractors, licensees, invitees, and other persons.

COMPANY further agrees that it shall at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, agents, employees, subcontractors, licenses, invitees and other persons, as well as their property, while engaged in the delivery of such purchases and/or services pursuant to this Contract or while on City's premises where the services are being provided. It is expressly understood and agreed that CITY shall not be liable or responsible for the negligence of COMPANY, including but not limited to its officers, agents, employees, subcontractors, licensees, invitees, and other persons.

Further, CITY assumes no responsibility or liability for harm, injury, or any damaging events which are directly or indirectly attributable to premise defects, real or alleged, in the vicinity where such purchases and/or services are to be delivered by COMPANY, which may now exist or which may hereafter arise upon the premises, responsibility for any and all such defects being expressly assumed by COMPANY. COMPANY understands and agrees that this indemnity provision shall apply to any and all claims, suits, demands, and/or actions based upon or arising from any such premise defects or conditions, including but not limited to any such claim asserted by or on behalf of COMPANY, including but not limited to its officers, agents, employees, subcontractors, licensees, invitees, and other persons.

It is further agreed with respect to the above indemnity, that CITY and COMPANY will provide the other prompt and timely notice of any event covered which in any way, directly or indirectly, contingently or otherwise, affects or might affect the COMPANY or CITY, and CITY shall have the right to compromise and defend the same to the extent of its own interests.

IX. DISCRIMINATION REGULATIONS

COMPANY, in the execution of this Contract and particularly in the employment practices engaged in, agrees that it will not discriminate on the basis of race, color, religion, national origin, sex, age, handicap or disability.

X. NOTIFICATION

All notices and communications required herein shall be personally delivered or mailed to the other party by United States certified mail, return receipt requested. Unless otherwise changed in writing by the respective party, notice intended for COMPANY shall be sent to the COMPANY's address as shown on COMPANY's Proposal; notice intended for CITY shall be sent to: Department Contact, City of Lockhart, P.O. Box 826, 101 E. Main St., Lockhart, Texas 75126. Mailed notices shall be deemed to have been received three-(3) days after mailing.

IN WITNESS WHEREOF, CITY and COMPANY have executed this Contract in **three (3) counterparts**, each of which shall be deemed an original, the day and year first written above.

[Signature page to follow]

CITY OF LOCKHART

Jospeh Resendez, City Manager

ATTEST:

Julie Bowermon, City Secretary

APPROVED AS TO FORM:

City Attorney or designee

COMPANY

Signature

Printed Name: _____

Printed Title: _____

Acknowledgment

State of Texas, County of Caldwell: Before me the undersigned authority on this day personally appeared _____, known to be the person whose name is subscribed to the foregoing document and known to me to be the _____ (title) of _____ (company name) and acknowledged to me that (s)he executed said document with full authority to do so and for the purposes and consideration expressed therein. Given under my hand and seal of office the _____ day of _____, 20___.

Notary Public in and for the State of Texas

ATTACHMENT A

City of Lockhart – Minimum Insurance Requirements LOCKHART

$50,000+

CITY OF LOCKHART REQUIREMENTS:

- Comprehensive General Liability and Bodily Injury & Property Damage with minimum limits of $1,000,000 per Occurrence, $1,000,000 General Aggregate, $1,000,000 Products/Completed Operations Aggregate.
- General Liability must include coverage for Premises and Operations, Products and Completed Operations, Contractual Liability, Independent Contractors, Broad Form Property Damage, and Personal/Advertising Injury.
- Auto Liability with minimum limits of $1,000,000 per Occurrence, $1,000,000 General Aggregate.
- Certificate must include a statement listing **The City of Lockhart, Texas** as additional insured on the General Liability and Auto coverages. Blanket Endorsements are acceptable in meeting this requirement if copies of the endorsements are provided along with the certificate. If using a form that has specific boxes labeled for additional insured, checking those specific boxes is acceptable in meeting this requirement as well.
- Employers Liability with minimum limits of $100,000 Occupational Disease, $100,000 per Accident, and $100,000 per Employee.
- Workers Compensation providing statutory coverage limits.
- Certificate must include a statement providing a Waiver of Subrogation on the Workers Compensation, Employers Liability as well as the General Liability coverage. Blanket Endorsements are acceptable in meeting this requirement if copies of the endorsements are provided along with the certificate. If using a form that has specific boxes labeled for waiver of subrogation, checking those specific boxes is acceptable in meeting this requirement as well.

PROPOSAL INFORMATION

RFP

The City of Lockhart is seeking a company to maintain and operate the Lockhart Municipal Burial Park and Hooks Cemetery.

Background

The City of Lockhart was founded in 1826 and officially incorporated as a city in 1852. Located in central Texas, Lockhart is 30 miles south of downtown Austin on U.S. Highway 183. It is 70 miles northeast of San Antonio and 156 miles west of Houston. According to the most recent U.S. Census Bureau reporting, the estimated population of the City of Lockhart is 14,985, and serves as the county seat of Caldwell County, Texas.

The City provides a full range of municipal government services including police and fire protection; crime prevention, enforcement, and adjudication; electric services; water production and distribution; wastewater collection and treatment; solid waste collection, curbside recycling and disposal; city code enforcement and building inspection; maintenance of streets; maintenance of park land and recreational facilities; library services; cemetery; airport; and economic development.

Lockhart is a Home Rule Charter City and operates under the Council-Manager form of government. Lockhart is served by a seven-person city council. The elected body is made up of the mayor and two council members that are elected at large. The remaining four council members are elected from single-member districts. The length of office for all Council members and the Mayor are three-year terms. The City Council appoints the City Manager, the City Attorney, and the Municipal Court Judge. All other staff members work either directly or indirectly under the direction of the City Manager.

For additional information on the City please review the City's Financial Reports on our website at City of Lockhart, TX (lockhart-tx.org).

Scope of Work

Each proposal must include the following components: Organizational Profile, References, Proposal and Fees for Services. Each component shall include the information requested below.

The contractor shall, at a minimum, perform the following tasks for both cemeteries and provide for their own equipment and labor:

6. Maintain cemetery grounds
    h. Mow and line trim all areas within the cemetery properties including fencelines and between headstones
    i. Trim and remove dead branches, shrubs, and trees
    j. Repair damaged or leaking water faucets or water lines
    k. Remove trash, debris, and gravesite ornamentations that are faded and worn

7. Meet with cemetery customers by appointment
    e. Show customers available burial plots for purchase

f. Provide customers with information regarding purchasing a burial plot and the burial process
g. Assist customers locating existing burial plots of family members
h. Assist customers locating the boundaries of their existing burial plots

8. Collect and maintain cemetery records
   d. Collect and maintain interment documents from customers and/or funeral homes
   e. Collect and maintain records of burial plot purchases and locations
   f. Assist with the conversion of historical burial plot records to electronic records

9. Provide burial services
   a. Communicate with funeral homes regarding upcoming burials
   b. Coordinate with funeral homes regarding ceremonies setups and parking availability
   b. Mark upcoming burial sites to prepare for opening
   c. Open burial plots prior to scheduled burial services and close immediately after
   d. Remove burial ceremony decorations and ornamentations 48 hours after interment

10. Enforce cemetery rules, codes, and ordinances
    a. Ensure with assistance from city staff that relevant cemetery rules are posted
    b. Remove items on gravesites that are in violation of posted cemetery rules
    c. Ensure that headstones and borders are installed per cemetery rules

Organizational Profile

1. Company name, address and contact information
2. Federal Identification Number
3. Overview of company
4. Individuals assigned to manage and execute the engagement (location and resources)
5. Compliance with insurance requirements
6. Any other useful information
7. If company is a partnership, state the name and address of all general and limited partners associated with the office responding to the RFP.

References

Include five (5) work references with the following information: name of client, address, phone numbers/emails, dates of contract period, description of services provided and contract amounts.

Proposed Services and fees for services

Please provide proposed fees for complete services as described in the Scope of Work section for a one-year term. Proposed fees should be provided on an Excel spreadsheet with the following format:

Service	Price	Unit	Frequency*	Additional Info

*Frequency = One-time, Annual, Monthly, etc.

Proposers may also provide a separate “free form” recommendation on the fee structure that offers more or less service than outlined above. This proposal may be the result of the Proposer’s successful experience with other Texas cemeteries.

Questions

Proposers are asked to examine this RFP upon request. All questions or clarifications shall only be directed in writing via e-mail to Department Contact on the Cover Page, before the designated deadline for written questions. Questions received after the date specified above may not receive response. Any contact or attempt to contact any other employee of the City regarding this RFP may result in the immediate disqualification of the Proposer. Oral and other interpretations or clarifications will be without legal effect. Only questions answered by formal written addenda will be binding.

ATTACHMENT B

City of Lockhart Municipal Burial Park and Hooks Cemetery Description

Lockhart Municipal Burial Park – 600 N. Colorado, Lockhart, TX 78644
Hooks Cemetery – 1600 CR-186, Lockhart, TX 78644



Lockhart Municipal Burial Park – 600 N. Colorado St, Lockhart, TX



Lockhart Municipal Burial Park is approximately 30 acres and contains approxmately 4,000+ headstones.

Hooks Cemetery – 1600 CR-186, Lockhart, TX



Hooks Cemetery is approximately 3.8 acres and contains 350+ headstones.

RFP 2026-03 Addendum 1
Answers to Questions

Question 1
Can you provide an approximate number for the amount of burial property purchases (#of sales transactions, not # of burial spaces) for the 2023, 2024, & 2025 calendar years, as well as the specific number of burials during those given years.

Year	Plot Sales	Burials
2023	25	38
2024	31	42
2025	31	45

Question 2
Can you provide more details pertaining to the scope of responsibility as regards to removal of trees. (Page 18, Item 1.B)
When trees die the City Parks staff has been removing them or, if the tree is very large or difficult to remove, the Parks Department will contact the Electric Department for assistance with their bucket trucks. We would like the selected contractor for this RFP to assume responsibility for removing dead trees so the Parks Department staff can focus on other tasks. The Electric Department will still be available to assist with particularly large or difficult tree removal.

Question 3
Can you provide more details regarding the responsibility for repairing damaged or leaking water faucets or water lines with particular regard to the cost of materials, and whether or not this responsibility is extended to major infrastructure. (Page 18, Item 1.C)
The Parks Department staff have been responsible for repairs to the water faucets and water line leaks in the cemetery. Most of these are minor repairs but occasionally a leak will develop in a main water line that may require an excavator. The Parks Department will remain responsible for the cost of materials and/or any equipment rentals but will require the awarded contractor to provide the labor for repairs. The Parks Department may also assist by providing equipment it owns (ie: backhoes, water pumps) and associated operators if needed.

Gene Bagwell DBA Maintenance Management
Fed EIN - 74-1977515

Gene Bagwell DBA Interment Services
Fed EIN - 74-2751694

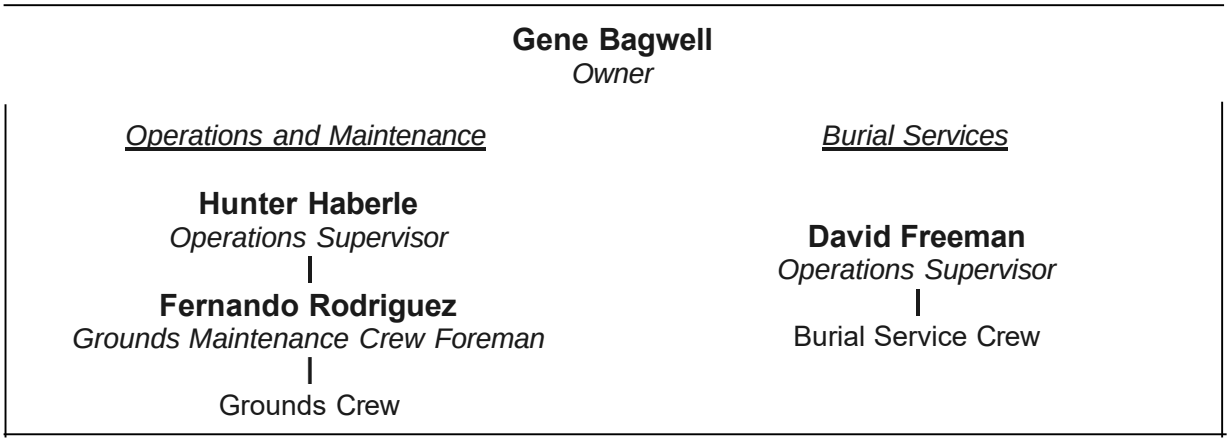
625 Pioneer Trail
San Marcos, TX 78666

Gene Bagwell
Phone number- (512) 517-3542
Email - genebagwell625@gmail.com

Hunter Haberle
Phone number- (830) 625-4713
Email - hunterhaberle03@gmail.com

David Freeman
Phone number- (512) 748-9672

Gene Bagwell (OBA Maintenance Management/ Interment Services) has been engaged in the cemetery operations and maintenance industry for more than four decades, and in the burial industry for more than three decades providing these services to city and state governmental entities throughout the state of Texas to inclu.de the cities of Lockhart, San Marcos, New Braunfels, Bastrop, Austin, and the State of Texas. We specialize in the full-service turn-key operations, maintenance, and burial services with a combined experience history in excess of over 100 years.


Gene Bagwell
Owner
Operations and Maintenance
Hunter Haberle
Operations Supervisor
Fernando Rodriguez
Grounds Maintenance Crew Foreman
Grounds Crew
Burial Services
David Freeman
Operations Supervisor
Burial Service Crew

Mr. Bagwell is currently insured and compliant with all stated insurance requirements listed in the RFP for Lockhart Cemetery Operations and Maintenance contract, and, if awarded the contract, will add the City of Lockhart as an additional insured to the policy.

Operations and Maintenance Services

San Marcos City Cemetery
Current Fee- $181,670.81
Description of Services- operations and maintenance services
Time of Service- 1980-present
Reference- Jamie Case/ Director of Parks and Recreation
Phone: (512) 393-8402
Email: jcase@sanmarcostx.gov

New Braunfels City Cemeteries
Current Fee- $149,600.00
Description of Services- operations and maintenance services
Time of Service- 1992-present
Reference- Ken Wilson/ Director of Parks and Recreation
Phone: (830) 627-4931
Email: kwilson@newbraunfels.gov

Lockhart City Cemeteries
Current Fee- $72,697.92
Description of Services- maintenance services
Time of Service- 1995-present
Reference- Travis Hughes/ Director of Parks and Recreation
Phone: (512) 398-6452
Email: thughes@lockhart-tx.org

Burial Services

Bastrop City Cemetery- Fairview Cemetery
Current Fee- fees vary with number for services per year
Description of Services- Burial services
Time of Service- 2022-present
Reference- Carrie Giovanniello/ Finance Coordinator
Phone: (512) 332-8820
Email: cgiovanniello@cityofbastrop.org

Legends Funeral Home
Current Fee- fees vary with number for services per year
Description of Services- Burial services
Time of Service- 2008-present
Reference- John Goodnight/ Owner
Phone: (512) 256-1220
Email: legendsfuneralhome@gmail.com

I have been engaged in the death care industry for almost fifty years, specifically in the cemetery operations, maintenance, and burial services sector. As the years passed, the experience left me with the opinion that continuity in the service industry has provided myself and my team with skill sets that are intrinsically beneficial to the families in the communities we serve. Institutional memory of the various facilities that we operate, familiarity with the families we serve, and the hands-on experience we have gained contribute to the quality of service we are able to provide at their time of need during difficult moments in their lives. Stemming from this opinion, I began, many years ago, preparing for the inevitable, and put together a plan of succession for passing on the companies I built to family members and employees that helped me achieve success in the industry. This plan is in place and provides all my clients with the assurance that the reputation we have earned for the highest quality of service will go forward for the years to come.

Service	Price	Unit	Frequency	Additional Info
Operations and Maintenance	$7,725.00	*n/a*	Monthly	($92,700.00 total annual price)
Tree removal	$75/MH	*n/a*	**as requested*	
Irrigation repairs	at material cost	*nla*	*•as needed*	excepting major infrastructure repairs
Burial services	*fee schedule attatched	*nla*	**as needed*	

Isi Fee Schedule
Interment Services Inc.

Adult Burials -

Monday-Friday $1025
Saturday.....$1200
Sunday..... $1300
**Double Depth.....add $300 to respective fee*

Infants and Cremations -

Monday-Saturday..... $800
Sunday..... $900

Holiday Charge - $500

Disinterment-Re-interment- $1025 x 2

Disinterment - $1025

Transportation of Disinterment - $500 + $4/mile

Dirt Haul Off - $250

Liners - $538

Set Up Only - $500

Rock Subsurface Conditions - $2000 + (determined based on time required)

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: June 16, 2026

AGENDA ITEM CAPTION: Discuss semi-annual report concerning the status of implementation of Chapter 31, "Impact Fees" of the Lockhart Code of Ordinances, and advise of the need to update the ordinance, land use assumptions, capital improvement plans, or impact fees.

ORIGINATING DEPARTMENT AND CONTACT: Development Services - David Fowler

ACTION REQUESTED: Direction

BACKGROUND/SUMMARY/DISCUSSION: The attached letter from the Impact Fee Advisory Committee Chair and the attached graphics detail the impact fee funds activity from the period of October 1, 2025 through March 31, 2026. While this period's fund receipts were lower than several semi-annual periods since the start of fiscal year 2023, there were few expenditures and strong interest, resulting in the fee balances having their highest levels to date.

PROJECT SCHEDULE (if applicable): The most recent Capital Improvement Plan (CIP) update was adopted May 2, 2023. An update of the CIP and impact fees will be required to commence prior to the five-year anniversary of the current CIP.

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

FISCAL NOTE (if applicable): See attached douments for details.

PREVIOUS COUNCIL ACTION: City Council last heard an update on the status of the CIP and impact fees at its December 2, 2025 meeting and recommended no further action..

COMMITTEE/BOARD/COMMISSION ACTION: The Impact Fee Advisory Committee met on May 27, 2026 and unanimously recommended acceptance of the report with no further action at this time.

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends acceptance of the report and does not recommend updating the CIP or impact fees at this time, although City Management is planning to begin studies leading to the update of the water and wastewater master plans in coming months.

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

LIST OF SUPPORTING DOCUMENTS: Spring 2026 signed committee report to CC, Spring 2026 Exhibit B, impact fee Exhibit A Spring 2026

CITY OF
Lockhart
TEXAS

(512) 398-3461
P.O. Box 239 • Lockhart, Texas 78644
308 West San Antonio Street

IMPACT FEE REPORT

To Lockhart City Council –May 2026

PURPOSE

State law requires a continuing semi-annual role for the Impact Fee Advisory Committee in monitoring the progress of implementation of the impact fee ordinance, and in advising the City Council on needed revisions. More specifically, State law provides that the Committee:

1) Monitor and evaluate implementation of the capital improvement plans;

2) File semi-annual reports with respect to the progress of the capital improvements plans and report to City Council any perceived inequities in implementing the plans or imposing the impact fees; and,

3) Advise the City Council of the need to update or revise the land use assumptions, capital improvements plans (CIP's), and impact fees.

This is the 45th status report since the City's impact fee ordinance was originally adopted on January 15, 2002, and is for the period from October 1, 2025 through March 31, 2026. It is the seventh report since the update adopted on May 2, 2023. The six-month reporting dates align with the fiscal year quarters.

STATUS OF ACCOUNTS

Exhibit A shows revenue totaling $982,128 during the period covered by this report. Fees collected during the six-month period were for 46 new houses (66 last period), and 5 new commercial buildings. The only expenditures were periodic payments of invoices to the impact fee update consultants as they prepared the recent impact fee update. The water, wastewater, and road impact fee account balances for the previous semi-annual report, as well as the current balances as of April 1, 2026, including accrued interest, are shown in the table.

The total estimated cost of all the projects in the capital improvement plans in effect during the six-month reporting period was $120,118,135. However, the City Council adopted one-half that amount as the maximum to be collected by May 1, 2023, which is the end of the ten-year CIP period, so the maximum fees are based on an estimated cost of all three CIP's being $60,059,068. The total of all impact fees spent on CIP projects so far since the April 4, 2017 update is $774,729, which does not include payments to the impact fee update consultants. The total amount still to be spent is $59,957,603. The total balance available remaining collectively in the four impact fee accounts that can be used toward meeting that goal, is currently $14,827,519.

TRENDS

The bar graph in **Exhibit B** illustrates the impact fee collection trends beginning with the first semi-annual report in July 2003. The trends reflect the state of the economy, as well as the availability of lots for residential development. Housing production and platting of new subdivisions have recently decreased since the current housing construction boom started in 2022, but the implementation of the new impact fees combined with a high number of commercial permits has resulted in an increase in impact fees in each six-month period. This period is the sixth highest revenue since the City began the semi-annual reports in 2003 It is important to build a healthy balance in all of the accounts because there is interest in development where the City does not currently have adequate infrastructure, but where many of the needed projects are already listed in the impact fee CIP's.

UPDATE

This report reflects the impact fee update completed and adopted in 2023, it appears there are no more projects building out under the old impact fees. In addition, The CIPs are intended to reflect the anticipated growth of the city, and the rapid population growth we are experiencing may require changes in the location and size of projects that are in the current CIPs, and/or may support adding new projects in future reviews of the city's CIP.

RECOMMENDATION

The Committee met on May 27, 2026, and unanimously voted to forward this semi-annual report to the City Council for the period ending on March 31, 2026, recommending that no further changes are necessary at this time.

Respectfully,

Philip Ruiz, Chair
Impact Fee Advisory Committee

EXHIBIT B

IMPACT FEE SEMI-ANNUAL REVENUE

July 2003 - April 2026

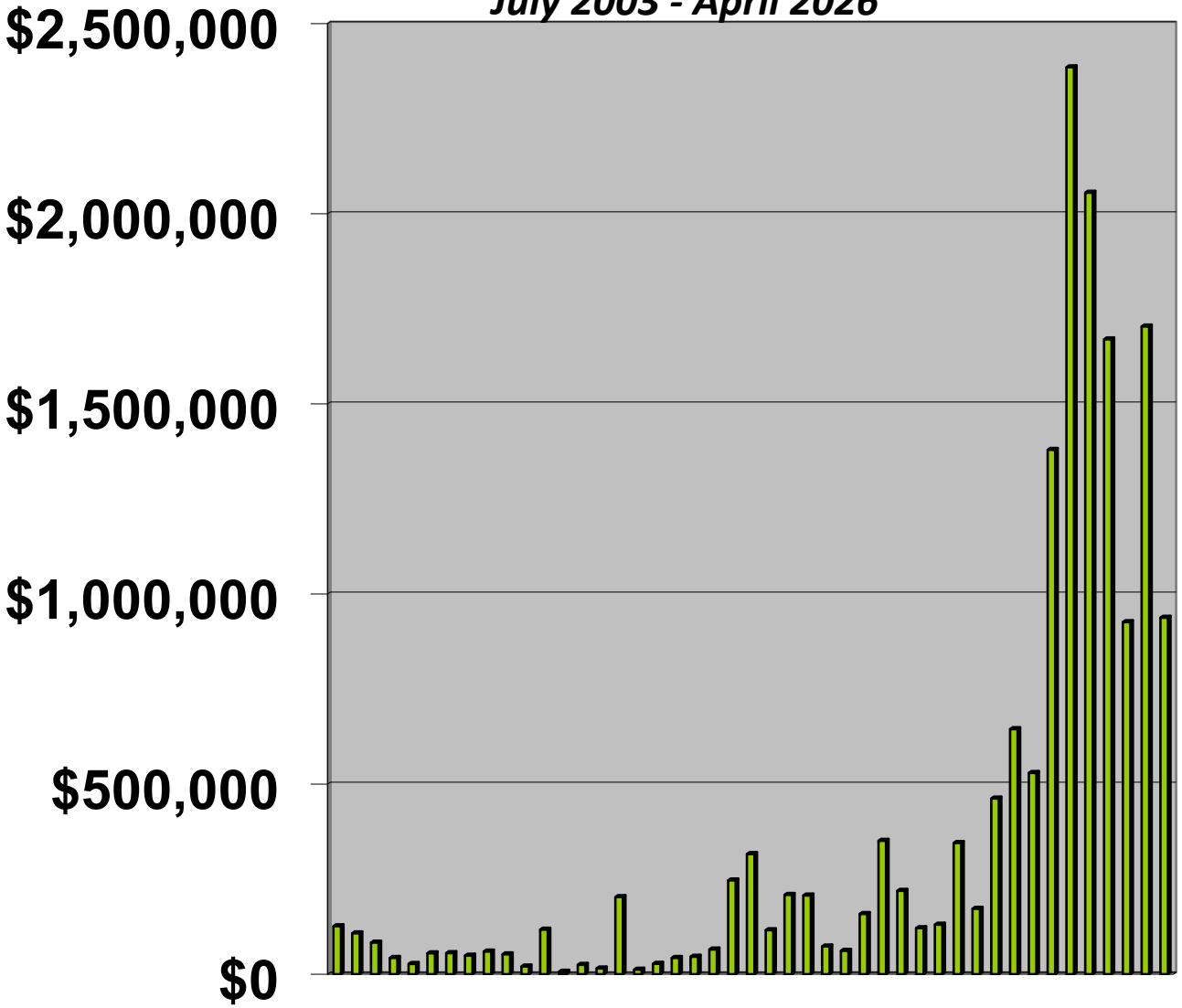


EXHIBIT A

SPRING 2026 IMPACT FEE ACCOUNT BALANCES[1]

	October 1, 2025	+ Revenue[2]	– Expense[3]	April 1, 2026
Water	4,690,826	362,900	2,256	5,051,469
Wastewater	4,681,421	393,842	42,333	5,032,931
Roads (Service Area 1)	2,635,027	56,245	0	2,691,273
Roads (Service Area 2)	1,882,705	169,141	0	2,051,846
TOTAL	$13,889,979	$982,128	$44,589	$14,827,519

1. *All amounts have been rounded to the nearest dollar.*

2. *Revenue amounts include accrued interest.*

3. *Expenses were due to invoices from water/wastewater master plan consultants.*

One-half total CIP estimated cost (estimated 100% cost of all projects is $120,118,135):	$60,059,068
Total spent on projects since adoption of Ordinance 2023-09 on May 2, 2023:	$117,739
Remaining amount of 1/2 estimated cost not yet spent:	$59,941,329
Current balance on April 1, 2026:	$14,827,519

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: June 16, 2026

AGENDA ITEM CAPTION: Discussion regarding potential capital projects and funding priorities associated with the City's proposed 2026 Certificates of Obligation issuance.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Joseph Resendez

ACTION REQUESTED: Direction

BACKGROUND/SUMMARY/DISCUSSION: This item is a follow-up discussion regarding the proposed 2026 Certificates of Obligation ("CO") issuance previously discussed by the City Council in connection with Resolution 2026-20 and publication of the City's Notice of Intent to issue Certificates of Obligation.

The purpose of this discussion is to allow the City Council to further review and discuss potential capital projects, funding priorities, and estimated project scopes associated with the proposed CO issuance, including the Indoor Recreation Center and other potential infrastructure and facility-related projects.

The previously discussed issuance amount of $15,000,000 represents a "not to exceed" authorization, and Council may ultimately determine to proceed with a lower issuance amount depending on the final scope of projects selected for funding. Based on guidance from the City's Financial Advisor, the City Council has until the June 16, 2026 City Council meeting to make a final determination regarding project funding priorities and the final issuance amount.

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:

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

LIST OF SUPPORTING DOCUMENTS:

DRAFT

SPECIAL MEETING
BUDGET WORKSHOP
LOCKHART CITY COUNCIL JUNE 11, 2025 6:30 P.M.

CLARK LIBRARY ANNEX-COUNCIL CHAMBERS, 217 SOUTH MAIN STREET, 3RD FLOOR, LOCKHART, TEXAS

Council present:
Councilmember John Castillo
Councilmember Juan Mendoza
Councilmember Jeffry Michelson
Mayor Lew White
Councilmember Brad Westmoreland
Councilmember John Lairsen
Mayor Pro-Tem Angie Gonzales-Sanchez

Staff present:
Steve Lewis, City Manager
Julie Bowermon, City Secretary
Travis Hughes, Parks Director
Sean Kelley, Public Works Director
Tatiana Salazar, Public Information Officer
Andrew Devaney, Building Official
Travis Hughes, Parks and Recreation Director
Bertha Martinez, Library Director
Joseph Resendez, Assistant City Manager
Keeli Michna, Finance Director
Randy Jenkins, Fire Chief
Gary Williamson, Police Chief
Nikole Lockard, Animal Control Supervisor
Erin Westmoreland, Municipal Court Manager
Daniel Williams, Police Captain

Citizens/Visitors Addressing the Council: None.

ITEM 1. CALL TO ORDER,
Mayor Lew White called the special meeting/budget workshop to order at 6:30 p.m.

ITEM 2-A. PRESENTATION AND DISCUSSION OF THE CITY MANAGER'S WORKING BUDGET FOR FISCAL YEAR 2025-2026, INCLUDING BUT NOT LIMITED TO, GENERAL FUND DEPARTMENTS.
Mr. Resendez provided information and there was discussion about the following:

- Budget Calendar
- Big Picture Trends
  - Lockhart property tax valuations
  - Real property valuation breakdown
  - Sales tax receipts
  - Interest rate forecast survey
- Major Revenues
  - Property taxes
  - Other taxes
- Major Cost Drivers
  - Personnel. Tentative 3% inflation adjustment.
  - Medical insurance. Approximate 8% increase in insurance premiums.
  - Texas Municipal Retirement System (TMRS).
- Department Expenditure Requests
  - City Manager: Photography services for new City website.
  - Finance: Software subscription for accounts payable.
  - Information Services: New website.
  - Animal Services: Converting all wooden surfaces to stainless steel in kennels and additional animal control related equipment, such as traps, lights, feral hog boxes and dog crates.

- Municipal Court: Removal of the interior foyer door and window frame to replace with an ADA compliant door push.
- Police: Cellebrite software licenses; conversion of service weapons to 9 mm caliber; rear rifle-rated ballistic plates; license plate reader cameras and replace tasers.
- Fire: Integration software from the records management system.
- (ESO) to the 911 CAD (E-Force) system, and second pair of PPE for each firefighter to maintain response readiness.
- Library: Increase for Mariachi Festival performance; security guard services; and elevator replacement.
- Building/Inspections: Building demolition abatements of substandard housing
- Garage Maintenance: Tire machine replacement and diagnostic scanner upgrade.

- Proposed 2025 CO's
  - **Proposed Parks & Recreation Projects:**
    - $8M – Aquatics Facility
    - $4M – Indoor Recreation Center
    - $3M – Lions Park
    - **$15M – Sub-Total**
  - **Additional Proposed Projects:**
    - $3M – City Hall Improvements
    - $2M – Land Acquisition for future Police or Fire Station
- Summary
  - June 12 – Budget workshop II to review Enterprise and Special Revenue funds budgets.
  - June 17 – GBRA & Caldwell County Appraisal District budgets and Non-Profits presentations.
  - July 23 – Budget workshop III – Capital improvement program.
  - July 24 – Budget workshop IV, if necessary.
  - August 1 – file City Manager's proposed budget with City Secretary
  - August 5 – City Manager presents proposed budget to Council, LEDC presents budget to Council, set two public hearings on budget.
- Additional topics
  - Possibly increase personnel inflation adjustment more than 3%.
  - Consider cemetery street repairs.

ITEM 3. ADJOURNMENT

Mayor Pro-Tem Sanchez made a motion to adjourn the meeting. Councilmember Mendoza seconded. The motion passed by a vote of 7-0. The meeting was adjourned at 8:10 p.m.

PASSED and APPROVED this the16th day of June, 2026.

CITY OF LOCKHART

_____

Lew White, Mayor

ATTEST:

_____

Julie Bowermon
City Secretary

DRAFT

SPECIAL MEETING
BUDGET WORKSHOP
LOCKHART CITY COUNCIL JUNE 12, 2025 6:30 P.M.

CLARK LIBRARY ANNEX-COUNCIL CHAMBERS, 217 SOUTH MAIN STREET, 3RD FLOOR, LOCKHART, TEXAS

Council present:
Councilmember John Castillo
Councilmember Juan Mendoza
Councilmember Jeffry Michelson
Mayor Lew White
Councilmember Brad Westmoreland
Councilmember John Lairsen
Mayor Pro-Tem Angie Gonzales-Sanchez

Staff present:
Steve Lewis, City Manager
Julie Bowermon, City Secretary
Bob Leos, Electric Superintendent
Megan Davilla, Utility Billing Supervisor
Joseph Resendez, Assistant City Manager
Sean Kelley, Public Works Director
Keeli Michna, Finance Director

Citizens/Visitors Addressing the Council: None.

ITEM 1. CALL TO ORDER,
Mayor Lew White called the meeting to order at 6:30 p.m.

ITEM 2-A. PRESENTATION AND DISCUSSION OF THE CITY MANAGER'S WORKING BUDGET FOR FISCAL YEAR 2025-2026, INCLUDING BUT NOT LIMITED TO, CITY UTILITIES AND SPECIAL FUNDS.
Mr. Resendez provided information and there was discussion about the following:

ELECTRIC RATES
- Working with an outside rate consultant to conduct the city's first formal cost of service study for the electric utility
- Last update in October 2018
- Current step = data collection
- Study complete in fall 2025

WATER & WASTEWATER RATES
- Cost of service study by outside rate consultant (Raftelis) completed in August 2021
- Financial plan update recommendations adopted by ordinance in September 2024
- Rate adjustment effective 2nd bill of November 2025

UTILITY FINANCIAL PLAN
- Water 2-year financial plan revenue adjustments
    - Recommended water revenue adjustments
        - FY 2025 – 35% increase, effective November 2025
        - FY 2026 – 20 % increase, effective November 2026
        - Residential customer monthly bill impacts
- Residential customer sewer monthly bill impacts (+ 3%)
- Residential customer water/wastewater monthly bill impacts (combined)
- Peer utility survey

SOLID WASTE

- RFQ waste and recycling procurement consulting services
    - Timeline (tentative)
        - June 2025 publication
        - July 2025 selection
    - June 2026 = CTR contract expiration

AIRPORT

- No significant changes
- Bids to install fencing and consider seeking grant funds from Texas Department of Transportation

ADDITIONAL FUNDING REQUESTS

- Utility
    - One new full-time employee - Meter Reader Lead
    - Replacement of folding machine
- Electric Distribution
    - Leveling of residential pad mount transformers for preventative maintenance
    - Infrared scanning for Lockhart area to identify hotspots for repair
    - Commercial electric meter testing for proper billing
    - Hydro excavator (1/3 split)
- Water Distribution
    - Hydro excavator (1/3 split)
- Wastewater
    - Hydro excavator (1/3 split)

LOCKHART ECONOMIC DEVELOPMENT CORPORATION BUDGET (LEDC)

- Strategic Objectives
    - Goal #1: Business Development
    - Goal #2: Business Retention and Expansion
    - Goal #3: Workforce Development
    - Goal #4: Infrastructure and Asset Development
    - Goal #5: Downtown and Small Business Development
    - Goal #6: Tourism and Community Branding
    - Goal #7: Organizational Excellence
- Tourism – Current affairs
    - Possible locations
    - Transition plan
    - Asset and Contract Transfer
        - Secure location for the visitor center facility
        - Obtain rights to logos, website domains, social media, and printed materials
        - Update insurance policies and liability coverage under the city's name
    - Governance and Compliance
        - Draft city ordinances/resolutions to formalize the tourism division
        - Align operations with procurement, risk management, ADA, and public records laws
        - Establish intellectual property protections and data retention protocols
    - Stakeholder Legal Coordination
        - Execute interlocal agreements or MOUs with existing operators (e.g., Chamber, EDC)

    - Coordinate with legal counsel on risk, employment, and property matters
    - Ensure transparency and legal clarity for the community and partners
- LEDC budget
- Tourism budget

Mr. Lewis stated that non-profit organizations will make their presentations to request funding at the next Council meeting.

ITEM 3. ADJOURNMENT

Mayor Pro-Tem Sanchez made a motion to adjourn the meeting. Councilmember Mendoza seconded. The motion passed by a vote of 7-0. The meeting was adjourned at 8:00 p.m.

PASSED and APPROVED this the 16th day of June, 2026.

CITY OF LOCKHART

_____
Lew White, Mayor

ATTEST:

_____
Julie Bowermon
City Secretary

REGULAR MEETING
LOCKHART CITY COUNCIL JUNE 17, 2025 6:30 P.M.

CLARK LIBRARY ANNEX-COUNCIL CHAMBERS, 217 SOUTH MAIN STREET, 3RD FLOOR, LOCKHART, TEXAS

Council present:
Councilmember John Castillo
Councilmember Juan Mendoza
Councilmember Jeffry Michelson
Mayor Lew White
Councilmember Brad Westmoreland
Councilmember John Lairsen
Mayor Pro-Tem Angie Gonzales-Sanchez

Staff present:
Steve Lewis, City Manager
Joseph Resendez, Assistant City Manager
David Fowler, Planning Director
Keeli Michna, Finance Director
Danny Williams, Police Captain
Brad Bullock, City Attorney
Julie Bowermon, City Secretary
Sean Kelley, Public Works Director
Gary Williamson, Police Chief

Citizens/Visitors Addressing the Council: Linda Haden of Caldwell County Food Bank; Sam Regonini of Seton Ascension Care-A-Van; Nicole Douglas of CASA of Central Texas; representative of Combined Community Action – Meals on Wheels; Nicole Burnet of Golden Age Home Assisted Living; representative of Hays-Caldwell Women's Center; Diana Coker of the Lockhart Area Senior Citizen Center; Susan Patterson of Take Me Home – Advocates for Transport; Citizens: Gene Mundahl; Jadyn Bateman, Elija Sanchez, Marcos Mojica; Linda Hinkle, Cesar Ochoa; Veronica Saldana, Victor Torres, Juan Torres, Manuel Oliva, Frank Recio; Will Gates of Palm Harbor Homes; Shanna Ramzinski of Caldwell County Appraisal District; and Will Wachel of TRC.

Work Session 6:30 p.m.
Mayor White opened the work session and advised the Council, staff and the audience that staff would provide information and explanations about the following items:

DISCUSSION ONLY
A. PRESENTATION BY NON-PROFIT AND SPECIAL INTEREST ORGANIZATIONS REQUESTING FUNDING FOR AN ANNUAL CONTRIBUTION FROM THE CITY OF LOCKHART FOR FISCAL YEAR 2025-2026.
Mayor White requested the following to address the Council:

Linda Haden of the Caldwell County Food Bank provided information about how the organization provides meals to needy families of the community. She stated that the organization is requesting a contribution in the amount of $10,000.

Sam Regonini of Seton Ascension Care-A-Van provided information about how the van allows Seton to provide primary medical care to children. He stated that the organization is requesting a contribution in the amount of $10,000.

Nicole Douglas of CASA of Central Texas provided information about how the organization advocates for children in the foster care system. She stated that the organization is requesting a contribution in the amount of $12,000.

Representative of Combined Community Action – Meals on Wheels provided information about how the organization provides meals to needy senior citizens in the community. She stated that the organization is requesting a contribution in the amount of $8,000.

Nicole Burnet of Golden Age Home Assisted Living provided information about how they provide assisted living for retirees that reside in their facility. She stated that the organization is requesting a contribution in the amount of $10,000.

Representative of Hays-Caldwell Women's Center provided information about how the organization assists abused women and children. She stated that the organization is requesting a contribution in the amount of $10,000.

Diana Coker of the Lockhart Area Senior Citizen Center provided information about the activities, meals and events that the center offers to senior citizens in the community. She stated that the organization is requesting a contribution in the amount of $4,000.

Susan Patterson of Take Me Home – Advocates for Transport provided information about how the organization supports the Lockhart Animal Shelter by transporting animals to different cities/states for adoption efforts. She stated that the organization is requesting a contribution in the amount of $25,000.

RECESS: Mayor White stated that the Council would recess for a break at 7:24 p.m.

ITEM 1. CALL TO ORDER,
Mayor Lew White called the meeting to order at 7:35 p.m.

ITEM 2. INVOCATION, PLEDGE OF ALLEGIANCE.
Mayor White gave the Invocation and led the Pledge of Allegiance to the United States and Texas flags.

ITEM 3. PUBLIC COMMENT.
Mayor White requested citizens to address the Council. There were none.

ITEM 4-A. HOLD A PUBLIC HEARING AND CONSIDER AN APPEAL OF THE PLANNING AND ZONING COMMISSION'S DENIAL OF APPLICATION SUP-25-05 BY GENE MUNDAHL OF AIR PRO, INC. ON BEHALF OF JADYN BATEMAN FOR A SPECIFIC USE PERMIT TO ALLOW A MANUFACTURED HOME ON 0.31 ACRES IN THE BYRD LOCKHART LEAGUE, ABSTRACT NO. 17, ZONED RMD RESIDENTIAL MEDIUM DENSITY DISTRICT AND LOCATED AT 105 CEDAR STREET.
Mayor White opened the public hearing at 7:40 p.m.

Mr. Fowler stated that the item is an appeal of the Planning and Zoning Commission's denial of SUP-25-05, a request to allow a manufactured home to placed at 105 West Cedar Street. The applicant filed an appeal to the denial based on the provisions found in 64-127 (c) 7 of the Lockhart Code of Ordinances. The applicant produced a list of 13 neighboring residents who supported the application. Staff also received two letters of opposition to the application. Staff had recommended approval unless significant expression of opposition was received, because the application is able to meet City requirements.

Mayor White requested the applicant to address the Council.

Gene Mundahl, representing the property owner, requested approval of the specific use permit. He stated that the manufactured homes are nice, well built, and he believes it will suit the neighborhood. He stated that parking will accommodate three parking spaces.

Jadyn Bateman, applicant, 105 W. Cedar Street, stated that the existing house on the property has served her family for many years yet it is not livable. She stated that the manufactured home would allow her family to have a new affordable home and that it would be aesthetically pleasing in the neighborhood. She requested approval of the specific use permit.

Elija Sanchez, 105 W. Cedar Street, requested approval of the specific use permit. He stated that the manufactured home would be as aesthetically appealing as a stick built home.

Mayor White requested citizens in favor of the specific use permit to address the Council.

Marcos Mojica, 201 W. Cedar Street, requested approval of the specific use permit. He spoke in support of the family.

Linda Hinkle, 1109 S. Main, stated that she recalled that, while attending the Planning and Zoning Commission meeting, the members' concern was primarily about the proposed lack of a carport and sidewalk. She spoke in support of manufactured homes because she believes they are well built and that manufactured homes are more affordable. She spoke in favor of the approval of the specific use permit.

Cesar Ochoa, 1001 Pearl Street, stated that he recently went through the appeal process and was granted the opportunity to put the manufactured home on his property. He stated that he and his family love their home and are grateful for it. He requested approval of the specific use permit to allow the manufactured home on the property.

Veronica Saldana, 109 W. Cedar Street, spoke in favor of approving the specific use permit to allow the manufactured home for her daughter and future son-in-law.

Victor Torres, 1012 Kate Street, requested approval of the specific use permit.

Juan Torres, 101 E. Cedar Street, spoke in favor of the manufactured home.

Will Gates of Palm Harbor Homes stated that Palm Harbor Homes are the best built in the nation. He stated that the home that the applicant is proposing to purchase is appraised in the low $200,000. He provided details about the strong built homes. He requested approval of the specific use permit.

Mayor White requested citizens against the appeal to address the Council.

Manuel Oliva, member of the Planning and Zoning Commission, stated that he abstained from voting on the specific use permit during their meeting. He stated that he resides near the property. He stated that he is speaking against the manufactured home because there are no inspections of the house during the installation process, and he expressed concern about the quality of the roof framing and stated that the sheetrock is glued, not screwed, on manufactured homes.

Frank Recio, 1017 Kate Street, spoke against the manufactured home in the neighborhood. He stated that he believes that the manufactured homes should be in specific areas in the community and not in a residential neighborhood.

Mayor White requested additional citizens to address the Council. There were none. He closed the public hearing at 8:20 p.m.

There was discussion about the value of a manufactured home versus a stick-built home.

Shanna Ramzinski, Chief Appraiser, stated that manufactured homes have held up their appraisal value.

There was additional discussion.

Mayor Pro-Tem Sanchez made a motion to approve the appeal and SUP-25-05, as presented, with the provision to add covered parking. Councilmember Lairsen seconded. The motion passed by a vote of 4-3, with Councilmembers Castillo, Mendoza and Westmoreland opposing.

ITEM 5-B. PRESENTATION AND CONSIDER THE PROPOSED FISCAL YEAR 2025-2026 BUDGET FOR CALDWELL COUNTY APPRAISAL DISTRICT (CCAD).

Shanna Ramzinski of the Caldwell County Appraisal District provided details and there was discussion about the CCAD budget.

Councilmember Westmoreland made a motion to accept the CCAD's Fiscal Year 2025-2026 budget, as presented. Councilmember Mendoza seconded. The motion passed by a vote of 7-0.

ITEM C. PRESENTATION BY TRC REGARDING LOCKHART'S WATER SUPPLY, POTENTIAL WATER DEMAND AND LONG-TERM WATER SUPPLY PROJECTS.

Mr. Kelley stated that the presentation includes an update from TRC on the current and future projected water demand. The new projections incorporate new developments and their cumulative demands. The presentation will also explore potential upgrades to the City's well field and the considerations needed for establishing these upgrades from the City's Water and Wastewater Master Plan. An update will be provided on the current status of GBRA's WaterSECURE project. Staff have been in discussions with GBRA regarding participating in the next long-term water supply project for several months. This item is for discussion only. However, the next step would be to consider entering a non-binding Memorandum of Understanding (MOU) with GBRA for the participation in the regional water supply project.

Will Wachel of TRC provided information and there was discussion regarding the following:

- Current & Future Water Projections
- Further Development of the Well Field
- Aquifer Considerations
- WaterSECURE Water

ITEM 5-C. DISCUSSION AND/OR ACTION TO APPROVE FOUR (4) NEW LEASES WITH ENTERPRISE FLEET MANAGEMENT TO REPLACE FOUR (4) POLICE DEPARTMENT VEHICLES AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE LEASE AGREEMENTS.

Chief Williamson stated that in March 2020, the City entered into a lease agreement with Enterprise Fleet Management to lease four fully upfitted police vehicles for the Police Department. These vehicles have served in frontline patrol operations and have reached the end of their lease lifecycle. To ensure operational readiness and minimize maintenance costs associated with aging fleet units, the Police Department recommends entering into a new lease agreement with Enterprise to replace the existing vehicles with four 2025 Ford Police Interceptor Utility vehicles. These vehicles will come fully upfitted

with necessary emergency equipment and police package components. Under the proposed agreement, each new vehicle will be leased for $1,495.05 per month over a 60-month term. The lease includes full upfitting. This renewal ensures the Police Department continues to operate with reliable and modern patrol vehicles while spreading costs over the lease term and avoiding large upfront capital expenditures.

Captain Williams provided details and there was discussion about the fully upfitting police vehicles.

Councilmember Lairsen made a motion to approve four new leases with Enterprise Fleet Management, as presented. Mayor Pro-Tem Sanchez seconded. The motion passed by a vote of 7-0.

ITEM 5-D. DISCUSSION AND/OR ACTION AUTHORIZING THE PURCHASE AND INSTALLATION OF EMERGENCY EQUIPMENT, RADIOS, AND CAMERA SYSTEMS FOR RECENTLY ACQUIRED POLICE DEPARTMENT VEHICLES AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE AGREEMENTS.

Chief Williamson stated that the Police Department recently acquired two (2) 2025 Ford Police Interceptor Utility vehicles and two (2) 2025 Ford F-150 Police Responder pickup trucks using American Rescue Plan Act (ARPA) funds to expand and modernize the patrol fleet. To place these vehicles into service, each must be upfitted with standard law enforcement equipment, including emergency lighting, sirens, prisoner transport cages, and communication technology. Staff recommends contracting with Feniex Industries of Austin, Texas, for the purchase and installation of emergency equipment and vehicle upfitting. The total cost for outfitting all four vehicles with emergency lights, sirens, safety partitions, and related equipment is $76,522.52. In addition, the department will purchase four (4) Motorola radios and four (4) in-car camera systems Motorola Solutions, which will also be installed by Feniex. The cost for these communication and recording systems is $68,393.60. Feniex Industries is a BuyBoard (cooperative purchasing program) vendor. Motorola Solutions is a sole-source provider per Local Government Code 252.022(a)(7)(A). The total cost to fully upfit all four vehicles is $144,916.12.

Councilmember Lairsen made a motion to approve the purchase and installation of emergency equipment, radios, and camera systems for recently acquired Police Department vehicles, as presented. Councilmember Mendoza seconded. The motion passed by a vote of 7-0.

ITEM 5-A. PRESENTATION AND CONSIDER NON-PROFIT AND SPECIAL INTEREST ORGANIZATIONS REQUESTING FUNDING FOR AN ANNUAL CONTRIBUTION FROM THE CITY OF LOCKHART FOR FISCAL YEAR 2025-2026.

There was discussion about CARTS. Mr. Resendez stated that CARTS requested to make their presentation to request funding during the second meeting in July.

There was discussion about whether Golden Age should be funded since they are a private entity and because their residents pay a fee for services.

There was discussion about funding the remaining entities.

CONSENSUS: After discussion, the consensus of the Council was to remove/not allocate funds to Golden Age Home and to consider the funding allocation amounts for the remaining organizations during the next Council meeting.

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

- Temporary relocation of Fire Station No. 1 is now underway.
- Update on traffic signal and intersection improvements on Mockingbird Ln. and San Antonio St.
- Lockhart Police will host a City-wide Neighborhood Watch Organizational meeting on June 18 at the Dr. Eugene Clark Library.
- City offices will be closed on Thursday, June 19 in observance of Juneteenth.

ITEM 7. COUNCIL AND STAFF COMMENTS - ITEMS OF COMMUNITY INTEREST

Councilmember Westmoreland thanked all involved with the successful Chisholm Trail Roundup.

Councilmember Mendoza thanked the Lockhart Chamber for the successful Chisholm Trail Roundup.

Mayor Pro-Tem Sanchez thanked the Lockhart Chamber and all involved with the successful Chisholm Trail Roundup. She expressed condolences to families that have lost a loved one. She wished Councilmember Michelson a Happy belated Birthday.

Councilmember Lairsen thanked all involved with the successful Chisholm Trail Roundup.

Councilmember Castillo thanked the Lockhart Chamber for a successful Chisholm Trail Roundup. He expressed concern about the lack of political freedom shown during the event.

Councilmember Michelson thanked all involved with the successful Chisholm Trail Roundup. He expressed condolences to the family of Kathy McCormick for their loss. He thanked staff for their work during the event.

Mayor White thanked all involved with the successful Chisholm Trail Roundup. He expressed condolences to the family of Kathy McCormick for their loss. He invited all to the Juneteenth celebration. He thanked staff and public safety for their support during the Chisholm Trail Roundup.

EXECUTIVE SESSION

Mayor White announced that the Council would enter Executive Session at 9:55 p.m.

ITEM 8. EXECUTIVE SESSION IN ACCORDANCE WITH THE PROVISIONS OF THE GOVERNMENT CODE, TITLE 5, SUBCHAPTER D, SECTION 551.071 – CONSULTATION WITH ATTORNEY TO DISCUSS LEGAL ISSUES RELATED THERETO.

A. Discussion concerning Cause No. 25-065CVA, Larivee V. City of Lockhart, et al.

OPEN SESSION

Mayor White announced that the Council would enter Open Session at 10:22 p.m.

ITEM 9-A. POSSIBLE ACTION RELATED TO CAUSE NO. 25-065CVA, LARIVEE V. CITY OF LOCKHART, ET AL.

There was no action taken.

ITEM 10. ADJOURNMENT

Mayor Pro-Tem Sanchez made a motion to adjourn the meeting. Councilmember Mendoza seconded. The motion passed by a vote of 7-0. The meeting was adjourned at 10:23 p.m.

PASSED and APPROVED this the 16th day of June, 2026.

CITY OF LOCKHART

_____
Lew White, Mayor

ATTEST:

_____
Julie Bowermon
City Secretary

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: June 16, 2026

AGENDA ITEM CAPTION: Discussion of a proposal from Councilmember Burge to consider development of data center performance standards such as operational impact standards covering environmental, infrastructure, site design controls, and impact on adjacent properties.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Joseph Resendez

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: City Manager Joseph Resendez received a request from Councilmember Burge to place this item on the City Council agenda. Councilmember Burge will introduce the item.

The city council may consider, by majority vote in open session, whether to place the item on the following city council agenda for discussion and/or action.

Councilmember Burge is requesting a future agenda item to consider the potential development of data center performance standards that may be incorporated into the City's development regulations. These performance standards may include operational impacts, environmental considerations, utility and infrastructure demands, site design requirements, buffering and screening standards, noise mitigation, lighting controls, emergency power generation, water usage, and compatibility with adjacent residential, commercial, agricultural, and industrial properties.

PROJECT SCHEDULE (if applicable):

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

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

LIST OF SUPPORTING DOCUMENTS:

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: June 16, 2026

AGENDA ITEM CAPTION:

Hold a PUBLIC HEARING and consideration and/or action on Ordinance 2026-24, a **Zoning Text Amendment,** amending Chapter 64, “Zoning” of the Lockhart Code of Ordinances as follows:

Amending Section 64-2, “Definitions,” to add definitions for “Data Center” and “Cryptocurrency Mining Facility”; amending Section 64-196 (I) to provide that such uses shall be permitted only within the Industrial Heavy (IH) district and shall require approval of a Specific Use Permit (SUP); and amending Section 64-196(o) to establish that data centers and cryptocurrency mining operations are prohibited within the Flood Hazard District (FH).

ORIGINATING DEPARTMENT AND CONTACT: Development Services - David Fowler

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: The proposed Zoning Text Amendments would add definitions for data centers and cryptocurrency mining facilities to Chapter 64, Zoning, while limiting both uses to the IH Industrial Heavy Zoning District. These text amendments are designed to clarify the uses, and limit the areas of the City in which potential applicants could potentially locate the uses. Furthermore, the proposed text amendments include the requirement that applicants for either use must successfully apply for a Specific Use Permit, requiring a public hearing before the Planning and Zoning Commission, with possible appeal of the Commission's decision to City Council.

The goal of the proposed amendment is to clarify where the two subject uses could locate and eliminate any ambiguity in the current code relating to possible locations for the uses. In Section 64-2, there is a Telecommunications use that includes the "high-tech transmission, reception, or exchange of data" which is listed as a permitted use in the PI Public and Institutional Zoning District. All uses permitted in the PI zoning district can be applied for an SUP in any zoning district. The presence of the Telecommunications use category without separate data center and cryptocurrency mining definitions could lead to SUP requests for those uses, particularly data centers, under the Telecommunications definition. Furthermore, adding the definitions and assigning applicable zoning districts for both uses should prevent Planned Development District (PDD) applications for both uses. Applying for a PDD is often a common strategy when a particular use is not listed in a city's zoning code, or when pursuing development types that would not be possible under a city's regular land development processes.

The proposed language as proposed does not include any additional performance standards

for the proposed uses. However, such standards, which could impose additional requirements on the uses in terms of water use, power consumption, location in proximity to existing neighborhoods, and other factors designed to minimize the negative impacts of data centers and cryptocurrency mining facilities, could be added with a future text amendment. It should be noted that while the proposed text amendment does not include additional performance standards for either use, both data centers and cryptocurrency mining facilities would be subject to the City's ordinances limiting noise, lighting, pollution, and flammable/toxic/hazardous materials if the proposed text amendment is adopted.

PROJECT SCHEDULE (if applicable): None.

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

FISCAL NOTE (if applicable): None

PREVIOUS COUNCIL ACTION: None

COMMITTEE/BOARD/COMMISSION ACTION: The Planning and Zoning Commission considered the proposed text amendment at its May 27th meeting, and unanimously recommended approval with the conditions that the uses are only allowed with Specific Use Permits in the IH Industrial Heavy zoning district only. The Commissioners also recommended that the Telecommunications use definition be revised to state that the use category does not include data centers. The Commission also recommended that City staff do further research into possible additional performance standards that could be applied to both data centers and cryptocurrency mining facilities. These additional standards could include electricity usage, water consumption, setback from residential districts and other possible restrictions to minimize the impacts of both uses on established residential, commercial, and public/institutional areas within the City.

STAFF RECOMMENDATION/REQUESTED MOTION: Approval of Ordinance 2026-24, Amending Chapter 64, Zoning, of the City of Lockhart Code of Ordinances

LIST OF SUPPORTING DOCUMENTS: Ordinance 2026-24 Data Centers and Cryptocurrency Mining Facilities, Data Center Text Amendments 2026 Memo

ORDINANCE 2026-24

AN ORDINANCE OF THE CITY OF LOCKHART, TEXAS, AMENDING CHAPTER 64 "ZONING" OF THE CODE OF ORDINANCES , AMENDING SECTION 64-2, "DEFINITIONS," TO ADD DEFINITIONS FOR "DATA CENTER" AND "CRYPTOCURRENCY MINING FACILITY"*;* AMENDING SECTION 64-196(L) TO PROVIDE THAT SUCH USES SHALL BE PERMITTED ONLY WITHIN THE INDUSTRIAL HEAVY (IH) DISTRICTS AND SHALL REQUIRE APPROVAL OF A SPECIFIC USE PERMIT (SUP); AND AMENDING SECTION 64-196(O) TO ESTABLISH THAT DATA CENTERS AND CRYPTOCURRENCY MINING OPERATIONS ARE PROHIBITED WITHIN THE FLOOD HAZARD DISTRICT (FH). PROVIDING FOR SEVERABILITY; PROVIDING A REPEALER; PROVIDING FOR PENALTY; PROVIDING FOR PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Chapter 64 "Zoning", the Lockhart Code of Ordinance establishes the City's zoning regulations, zoning districts, and permitted land uses; and

WHEREAS, Chapter 64 "Zoning", Section 64-2 of Chapter 64 contains definitions applicable to the zoning regulations, and Section 64-196 establishes zoning districts and the uses permitted within those districts; and

WHEREAS, the current zoning regulations do not include definitions for "Data Center" or "Cryptocurrency Mining Facility" and do not specifically identify such uses within any zoning district; and

WHEREAS, data centers and cryptocurrency mining facilities represent rapidly growing industries that may generate significant impacts related to energy consumption, water usage, noise, and other environmental considerations; and

WHEREAS, the absence of specific definitions and land use classifications for these facilities creates uncertainty regarding their regulation and appropriate location within the City; and

WHEREAS, City staff has prepared proposed definitions and zoning regulations for Data Centers and Cryptocurrency Mining Facilities to address existing regulatory ambiguities and to establish appropriate areas where such uses may be permitted or prohibited; and

WHEREAS, the Lockhart Planning and Zoning Commission held a public hearing on May 27, 2026, to consider proposed amendments to the applicable sections of Chapter 64 "Zoning", and voted to recommend approval of the proposed amendments with the modification that to limit to only Industrial Heavy (IH) and require that staff add performance standards including water, power, environmental and health. To also fix the language to Telecommunications to restrict data center and crypto currency mining facility; and

WHEREAS, the City Council has determined that such amendments serve public purpose and desires to amend the Code of Ordinances accordingly.

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

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

II. Chapter 64 "Zoning", Section 64-2 and 64-196, is hereby amended as follows:

Chapter 64 – ZONING
ARTICLE I. - IN GENERAL
Sec. 64-2. - Definitions.

Data Center:
A building, establishment, or facility used primarily for the storage, management, processing, and transmission of digital data, including the housing of computer and/or network equipment, servers, data storage systems, and related components supporting digital operations. A data center may include supporting infrastructure and equipment necessary for continuous operation, including but not limited to backup batteries, emergency power generators, uninterruptible power supply (UPS) systems, cooling and ventilation systems, air handlers, water cooling and storage facilities, and utility substations. Data centers may operate under various ownership or service models, including enterprise (owner-operated), collocation (third-party managed), cloud-based, edge, or hyperscale facilities, and may consist of a single building or a network of interconnected facilities.

Cryptocurrency Mining Facility:
A building, structure, or portion thereof used primarily for cryptocurrency mining operations, including the use of specialized computing equipment to validate blockchain transactions and generate digital tokens through proof-of-work or similar consensus mechanisms. Such facilities typically house high-density computing hardware, including application-specific integrated circuits (ASICs), graphics processing units (GPUs), or similar equipment, and may include supporting infrastructure such as cooling and ventilation systems, power supply systems, backup generators, and related utility equipment necessary for continuous operation. This definition does not include incidental or accessory use of computing equipment for cryptocurrency mining within a permitted principal use where such activity is clearly subordinate and not the primary function of the site.

Sec. 64-196. - Establishment of zoning districts.

(l) Industrial heavy district (IH) (formerly M-2).
(2) The following uses require a specific use permit:
f. Data Center
g. Cryptocurrency Mining Facility

(o) *Flood hazard district (FH).*
This district includes those areas within the city which are within the 100-year flood hazard boundary as defined by the most recent flood insurance rate map as well as those areas which are historically subject to periodic inundation. These areas are generally unsuitable for building

sites. Any development within the flood hazard district must meet the criteria of chapter 22, article II, Flood Hazard Areas, Code of Ordinances.

(1) Uses allowed within this district: None.

(2) The following permitted uses within this district require a specific use permit: Any use allowed or permitted within the district adjoining the area to be developed.

(3) Prohibited uses:

a. Data centers and cryptocurrency mining facilities are prohibited in the Flood Hazard District, even if otherwise permitted within adjacent Industrial Heavy (IH) districts.

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

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

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

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

VIII. Effective Date. That this ordinance shall become effective and be in full force ten days from the date of its passage.

PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, ON THIS, THE 16th DAY OF JUNE, 2026.

CITY OF LOCKHART

_____

Lew White
Mayor

ATTEST:

_____

Julie Bowermon
City Secretary

APPROVED AS TO FORM:

_____

Brad Bulock
City Attorney

CITY OF
Lockhart
TEXAS

(512) 398-3461 • FAX (512) 398-5103
P.O. Box 239 • Lockhart, Texas 78644
308 West San Antonio Street

TO: Planning and Zoning Commission
FROM: Fatema Akter, Planner
SUBJECT: Proposed text amendment relating to Data Center & Cryptocurrency Mining Facility
DATE: May 20, 2026

Data centers are experiencing rapid growth nationwide, driven by increasing demand for cloud computing, artificial intelligence, e-commerce, and digital storage. This growth has raised planning concerns due to their high energy consumption, significant water use for cooling systems, large physical footprint, and increasing competition for electrical grid capacity and industrial land. As of April 2026, the United States has 613 operating data centers with approximately 18,289 megawatts of capacity, along with 914 planned projects expected to add an additional 282,753 megawatts, according to CleanView's project tracker. In Texas, there are 87 operating data centers with a combined capacity of 4,807 megawatts, and 145 planned projects that would add approximately 75,474 megawatts of additional capacity. Other sources, including the link at the bottom of this memo, have higher estimates of planned data center activity. There are at least two major data center projects underway on FM 2720, just outside Lockhart's jurisdiction. In response, many municipalities have begun regulating the location and operation of these facilities through zoning and land use controls to mitigate long-term infrastructure and environmental impacts.

While data centers and cryptocurrency mining facilities share physical similarities typically operating within large, temperature-controlled warehouse-style buildings housing extensive computer equipment, their operational purpose and community impacts differ. Data centers function as critical digital infrastructure, supporting multiple users and services such as cloud computing, data storage, enterprise systems, and telecommunications. In contrast, cryptocurrency mining facilities are specialized operations dedicated solely to blockchain processing and digital currency generation, typically serving a single operator or ownership entity and often characterized by continuous high-intensity energy demand with limited broader public or commercial utility. According to the Texas Blockchain Council, there are at least 27 mining operations in the state, with additional facilities planned. Nationally, the U.S. Energy Information Administration (EIA) identified 137 commercial-scale cryptocurrency mining facilities across 21 states, with the highest concentrations in Texas, Georgia, and New York.

The proposed ordinance text amendments establish clear regulatory distinctions between these uses. Specifically, the amendments include: (1) amending Section 64-2, "Definitions," to add and define "Data Center" and "Cryptocurrency Mining Facility" as separate uses; (2) amending Section 64-196(k) and (l) to permit these uses only within the Industrial Heavy (IH) zoning district, subject to approval of a Specific Use Permit (SUP) to ensure case-by-case evaluation of site impacts; and (3) amending Section 64-196(o) to prohibit both uses within the Flood Hazard (FH) District due to risks associated with flooding, infrastructure vulnerability, and potential environmental hazards.

Data Center Map Link:https://www.datacentermap.com/

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: June 16, 2026

AGENDA ITEM CAPTION: Hold a PUBLIC HEARING and discussion regarding applications ZC-26-04 and PDD-26-02 by Luke Caraway with ViewPoint Engineering on behalf of RODG Seawillow Prop Co, LLC, and discussion and/or action to consider Ordinance 2026-25 for a ZONING CHANGE from PDD Planned Development District to PDD Planned Development District including the adoption of a PDD Development Plan on a total of 89.775 acres in the John A. Neill League, Abstract No. 20, located at 2400 FM 1322.

ORIGINATING DEPARTMENT AND CONTACT: Development Services - David Fowler

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: The proposed zoning change would revise the current Planned Development District to further customize the zoning for the subject parcel. The proposed standards are modifications to the existing PDD approved December 2, 2025, which itself was a set of modifications to development standards that had applied to the property under its original RMD Residental Medium Density District zoning. The proposed modifications to the existing PDD vary from the dimensional and design standards that currently apply to the property in three major areas: The encroachment of eaves into side setbacks for residential properties, the allowance for garages to be located closer to the front property line than the house's nearest non-garage wall, and the creation of additional options for meeting the residential design requirements.

This proposed eave encroachment modification would allow the eaves on sides of houses to encroach into the required five-foot side setback. Currently, the City requires the side setback to be completely clear, meaning the closest element of a house, including roof eaves, must be a minimum of five feet from the side property line. This requirement is detailed in Note 6 in the appendices to Chapter 64, Zoning. All other subdivisions in the city have been built without the proposed encroachments, meaning two neighboring houses are fully ten feet apart along a shared side property line. Under the proposed modification, the building walls would be allowed to be built to the setback line, meaning roof eaves of neighboring houses would be two to four feet closer to each other than allowed under the existing City regulations.

The garage extension past facade modification seeks to remove the restriction on front-facing garages being located closer to the front property line than the nearest non-garage wall of the house, to allow garages to be up to 10 feet closer to the front property line than the rest of the structure. The grange protrusion restriction was passed in Ordinance 2022-07, approved in February 2022, which also required covered parking for new houses and also limited the width of a front-facing garage to 50 percent of the overall width of a house. Houses with garages extending past the front façade are often seen to be car-centric designs that are inconsistent with traditional house design. Houses built in the City since 2022 in subdivisions that were not vested through being located in subdivisions approved prior to the passage of the ordinance

have been built consistent with the front garage location restriction.

The design options modification proposes to add additional design options to supplement the list of 10 design options in Section 64-197 (i)(1). The list of proposed additional design options are listed in Section F.8 of the PDD document. This modification would enlarge the list of design options from which each house must include at least four elements. The included set of example house plans details which of the proposed options each house design includes. Compared to the City's design option list, many of the proposed design options are lower cost and arguably have less impact on the overall appearance of each house.

City planning staff has concerns regarding the PDD, in that it is generally a set of relaxations of city standards and Development Agreement standards, as opposed to a set of innovative development standards that allow desirable development types that cannot be built under current city code. Greater details and analysis of the proposed PDD proposals can be found in the attached staff report and the attachments to the ordinance that detail the proposed PDD standards.

PROJECT SCHEDULE (if applicable): None

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

FISCAL NOTE (if applicable): None

PREVIOUS COUNCIL ACTION: City Council passed Ordinance 2022-07, requiring covered parking and setting dimensional restrictions on garages in residential dwelling units, on February 1, 2022. The subject property was annexed on September 6, 2022. Ordinance 2022-52, rezoning the property from AO Agricultural Open Space to RMD Residential Medium Density was approved October 18, 2022. The Seawillow Development agreement was approved June 18, 2024. The current Planned Development District zoning was approved December 2, 2025. A Subdivision Improvement Agreement allowing for a variation from standard subdivision platting procedures was also approved on December 2, 2025. The first amendment to the Seawillow Development Agreement was approved January 6, 2026.

COMMITTEE/BOARD/COMMISSION ACTION: The Planning and Zoning Commission will hold a public hearing regarding the proposed PDD amendments on June 10, 2026. This hearing will occur after the packet has been published.

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends approval of the zoning change and PDD development plan at the Council's discretion.

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

LIST OF SUPPORTING DOCUMENTS: Ordinance 2026-25 Seawillow Revised PDD, Ord. 2026-25 Exhibit A, ZC-26-04 and PDD-26-02 Staff Report, ZC2604 AND PDD2602 case map, ZC2604 AND PDD2602 aerial, ZC2604 AND PDD2602 zoning, ZC2604 AND PDD2602 flu thoroughfares, Moxie Ph 1 PDD Amendment Cover Letter, Builder Elevations for Moxie, Sec._64_197. Relevant sections for Seawillow, 2025 Seawillow Phase one PDD (O-2025-28)

ORDINANCE 2026-25

AN ORDINANCE OF THE CITY OF LOCKHART, TEXAS, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF LOCKHART, TEXAS, TO RECLASSIFY THE PROPERTY KNOWN AS 89.775 ACRES IN THE JOHN A. NEILL LEAGUE, LOCATED AT 2400 SOUTH FM 1322, FROM PDD PLANNED DEVELOPMENT DISTRICT TO PDD PLANNED DEVELOPMENT DISTRICT, INCLUDING BY-REFERENCE ADOPTION OF A PDD DEVELOPMENT PLAN FOR THE SEAWILLOW RANCH PHASE ONE PLANNED DEVELOPMENT DISTRICT.

WHEREAS, on May 27, 2026, the Planning and Zoning Commission held a public hearing and voted to recommend approval of said change; and,

WHEREAS, the City Council desires to amend the zoning map as provided in Section 64-128 of the Code of Ordinances; and,

WHEREAS, a public hearing was held in conformance with applicable law;

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

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

II. The above-referenced property described in Zoning Change request ZC-26-04 and PDD Development Plan PDD-26-02 as 89.775 acres in the John A. Neill League, more particularly described in Exhibit "F" and located at 2400 FM 1322, will be reclassified from PDD Planned Development District to PDD Planned Development District, including by-reference adoption of a revised design statement for the Seawillow Planned Development, attached as Exhibit "A". All other sections of the Planned Development District would remain consistent with the Planned Development District adopted through Ordinance 2025-28, adopted December 2, 2025.

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

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

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

VI. Effective Date: That this ordinance shall become effective and be in full force immediately upon and from the date of its passage.

PASSED, APPROVED, AND ADOPTED AT A REGULAR MEETING OF THE LOCKHART CITY COUNCIL ON THIS, THE SIXTEENTH DAY OF JUNE, 2026.

CITY OF LOCKHART

_____
Lew White, Mayor

ATTEST:

_____
Julie Bowermon, City Secretary

APPROVED AS TO FORM:

_____
Brad Bullock, City Attorney

Proposed Changes to PDD, 06/2026

“EXHIBIT A - DESIGN STATEMENT"

Seawillow Ranch Phase One
Planned Development District

A. PROPERTY

The “Seawillow Ranch" tract is located at on FM 1322 and encompasses approximately 589 acres. The Phase One portion of the tract encompasses approximately 89 acres and is the subject tract of this Planned Development District (PDD), herein defined as the “property".

B. PURPOSE

The overall project proposes a mixed-use development including different residential lot types and commercial development. The Phase One portion of the project consists of single family lots and open space maintained by the homeowner’s association (HOA). The development is proposing several lot standards and design criteria different from the Lockhart Development Code. However, it is doing so with enhanced design initiatives around public streets and open spaces which will transform the look of the neighborhood in the most public facing portions of the site. The community will also contain enhanced design initiatives that will greatly enhance walkability throughout the community. This is achieved primarily by reducing auto-oriented architecture along the key collector corridor and an approach to open space design that distributes pocket parks throughout the development.

This PDD serves to augment and/or modify the standards for development outlined in Chapters 52 and 64 of City of Lockhart’s Code of Ordinances in order to implement the vision for the property and ensure cohesive, quality development not otherwise feasible by utilizing the base zoning district.

This Exhibit A - Design Statement is a summary of the development and design standards for the property. Exhibit B - Development Plan indicates the PDD boundary, street, lot and open space and activated park arrangement. Exhibit C – Zoning Plan indicates the sections of lots with additional standards. Exhibit D – Deep Setback Garage Lot Design Exhibit, illustrates the lot details of that particular lot configuration.

C. APPLICABILITY AND BASE ZONING

The base zoning for this PDD is the Residential Medium Density district (RMD) of which Single-Family-2 (SF-2) is the base Development Type. In the case that this Design Statement does not address a specific item, the City of Lockhart’s Code of Ordinances shall apply. In the event of a conflict between the regulations of this PDD and the regulations of the base zoning district, the PDD standards shall control. Per Section 64-166 - Planned Development District (PDD) of the Lockhart Code of

Ordinances the following are reasons for alternative standards in a Planned Development District, of which this PDD meets the criteria for 1, 2, 3, 6 and 7.

(1) To provide for a superior design of lots or buildings.
(2) To provide for increased recreation and/or open space opportunities for public use.
(3) To provide amenities or features that would be of special benefit to the property users or the community.
(4) To protect or preserve natural amenities and environmental assets such as trees, creeks, ponds, floodplains, slopes, hills, viewscapes, and wildlife habitats.
(5) To protect or preserve existing historical buildings, structures, features or places.
(6) To provide an appropriate balance between the intensity of development and the ability to provide adequate supporting public facilities and services.
(7) To meet or exceed the present standards of this article.

The approved Seawillow Development and Public Improvement Agreement applicable to "Seawillow Ranch" shall continue to apply to this PDD area with the exception of the specific Development Standards indicated in Section F of this Exhibit A.

D. DEVELOPMENT PLAN

A Development Plan is attached to this Design Statement titled Exhibit B to illustrate the land use and design intent for the property. The Development Plan is intended to serve as a guide to illustrate the general vision and design concepts and is not intended to serve as a final document. As such, proposed building, parking and pond locations and configurations are subject to refinement at the time of Site Plan review. The Development Plan depicts a series of lots, streets and landscaping that may be developed in phases, provided the minimum requirements of the PDD district are proportionally met with each phase. Approval of this PDD, Design Statement, and Development Plan does not constitute approval of a Site Plan.

E. PERMITTED USES

The permitted uses for Residential Medium Density district (RMD) are permitted uses within this PD area.

In addition, the following Accessory Uses are permitted within the activated park, open space lot at Moxie Way and Allegro Avenue:

- Portable food establishments
- Eating establishments of any type, including on-premise consumption of alcoholic beverages

F. DEVELOPMENT STANDARDS

The following development standards are deviations from: the Development Agreement for the site, or the base zoning and the existing Code of Ordinances. The standard is followed by the existing provision (if one exists) as well as an explanation for why the standard facilitates superior design.

1. **Lot Coverage with Buildings**
   Required: SF-2 is 40% maximum lot coverage with buildings.
   Provided: PDD Standard is 55% maximum building coverage.
   Explanation: Increasing this standard allows for larger, higher quality homes on typical lot sizes, consistent with common market practice.

2. **Residential Standards Compliance with Seawillow Development Agreement**
   Required: All residential uses contemplated in this PDD shall adhere design standards presented for residential uses established in the Seawillow Development Agreement and referenced in Exhibit E of this document, with the exception of Section II.ii.d - Roof Pitches which requires a minimum roof pitch of 8/12 except on porches or decorative extensions which must be a minimum of 4/12.
   Provided: PDD Standard is a minimum roof pitch of 6/12 except on porches or decorative extensions which must be a minimum of 4/12.
   Explanation: By reducing the minimum roof pitch it allows for broader architectural typologies including Craftsman and Farmhouse designs. This helps ensure there is not monotonous single family home design.

3. **Non-Residential Compliance with Seawillow Development Agreement**
   Required: All accessory uses contemplated in this PDD shall adhere design standards presented for non-residential uses previously established in the Seawillow Development Agreement and referenced in Exhibit E of this document, with the exception of Section II.iii.c- Building Articulation which states "Depth articulation of at least three (3) feet shall be required for every thirty (30) feet of building facade length." And "Height articulation for flat roofs of at least five (5) feet shall be required for every fifty (50) feet of building façade length."
   Provided: PDD Standard would provide an exception to the requirement for buildings for accessory uses with a façade less than 50'.
   Explanation: This PDD excludes building articulation previously included in the Seawillow Development Agreement because the proposed building is a small building which will not exceed 1,500 square feet and will serve permitted accessory uses within an activated park, open space lot.

4. **Deep Setback Garage Lot Configuration**
   Required: There are no allowance for a "Deep Setback Garage" configuration within the City of Lockhart Code of Ordinances.
   Provided: Along Moxie Way there is allowance for a "Deep Setback Garage" configuration that allows for a shared driveway that serves two lots

with the garages pushed to the rear portion of the lot. (See Exhibit D - Deep Setback Garage Lot Design Exhibit)

- Garages can be attached or detached to the garage of the neighboring unit
- 10' minimum Front Building Setback for the occupiable space of the home with the garage setback to the rear of the lot.
- 5' minimum rear setback for garages and accessory structures.

Explanation: The "Deep Setback Garage" configuration allows for more architectural diversity and lessens auto-oriented design along the entry collector, and less driveway cuts and garages/cars removed from view. This also allows for a more extensive front porch design. Front porches are believed to enhance the look of the public streetscape and promote more community interaction. This request includes only 26 lots in phase 1. This accounts for only 6.2% of phase 1 lots.

5. Parking Requirements for Accessory Uses

Required: Appendix II. CMB Uses require 1 off-street parking space per shift person and per each 300 sq. ft. of floor area.

Provided: Off-street parking is not required for any accessory residential uses under 2,000 sq. ft. Parking for the accessory uses will be provided on the adjacent Moxie Way in appropriate on-street parking spaces.

Explanation: Accessory uses in the activated park, open space lot at Moxie Way and Allegro Avenue, which may include a food truck and/or small retail sales will be embedded in the neighborhood accessible without vehicles and is adjacent to sufficient on-street parking for additional vehicular users.

6. Eave Encroachment Allowance

Required: Appendix II, Note 2 of the Lockhart Zoning Code states that roof eaves or any other portion of a building closest to the property line must be a minimum of five feet (5') from the property line.

Provided: A maximum encroachment of two feet (2') is proposed for roof eaves only. All structural walls will continue to comply with the required five-foot (5') setback.

Explanation: The proposed eave encroachment is a minor deviation that maintains the intent of the setback requirement while allowing for more functional and architecturally appropriate home designs. Larger eaves provide practical benefits such as improved shading, energy efficiency, and weather protection.

This type of encroachment is consistent with allowances in the International Building Code and is common practice in many Texas municipalities. The request does not impact building massing or

proximity of habitable space to adjacent properties, and therefore does not adversely affect neighboring lots.

7. Garage Extension Past Façade

Required: Section 64-197(g)(2)(a) states that garages and carports shall not extend closer to the front property line than the wall or covered porch of the dwelling that is closest to the front property line.

Provided: Garages may extend up to ten feet (10') beyond the front façade wall or covered porch.

Explanation: This variance provides flexibility in home design that allows for more efficient and market-responsive floor plans while still maintaining overall architectural quality. Importantly, the development will include enhanced design standards (see Design Standard 8) that ensure front façade articulation, material variation, and visual interest are maintained.

Additionally, many of the proposed design options—such as façade offsets, enhanced window treatments, and roofline variation—will mitigate the visual impact of garage projection. As a result, the streetscape will remain varied and visually appealing despite this allowance

8. Additional Design Options to Lockhart Zoning Code Section

Required: Section 64-197(i)(1)(b) requires residential buildings to incorporate **a minimum of four (4) design options** from a list of ten (10) prescribed elements.

Provided: The applicant proposes to expand the list of eligible design options to include additional architectural and site enhancements. The minimum requirement to provide four (4) design options will remain unchanged.

1. 15% window coverage across the front façade.
2. Two 2' offset along the front façade.
3. Articulation at no more than twenty feet 20' across the front building façade.
4. The front elevation will include two or more roof planes.
5. Raised or recessed panel design for garage doors.
6. Decorative hardware installed on garage doors consisting of strap hinges and/or pull handles applied to the street facing elevation.
7. Front elevation windows must including at least one of the following:
    a. Minimum 4" trim
    b. Shutters proportionate to window size
    c. Masonry sill or lintel detail

d. Box-out projection

8. Two exterior, architectural lights along the front façade.
9. Visible architectural house numbers on front façade.
10. Plant one additional three inch (3") caliper tree beyond City code requirements.
11. Stained wood or wood looking soffits.
12. Divided light grills on windows on front façade.
13. Black or bronze clad window frames on front façade.
14. Standing seam metal roofing.
15. Front door featuring elements such as glazing, sidelights, transom windows, or a 3' minimum width.

Explanation: The current requirement to select four (4) design options from a limited list of ten (10) elements can be difficult to achieve for production homebuilders while maintaining attainable price points.

By expanding the menu of design options, the proposed amendment:

- **Maintains the City's intent** of requiring enhanced residential design
- **Provides flexibility** for builders to meet the requirement in a cost-effective manner
- **Results in a broader range of architectural features**, improving overall neighborhood character

Importantly, the proposed options emphasize **façade articulation, material quality, landscaping, and architectural detailing**, all of which contribute to a higher-quality built environment. This approach ensures that homes will continue to meet or exceed the spirit of the ordinance while allowing practical implementation in the current housing market.

G. REVISED LOT STANDARDS TABLE

This Revised Lot Standards Table reflect the deviations from the base zoning and/or existing Code of Ordinances.

Development Type	Max. Dwelling Units Per Structure	Min. Lot Area (sq. ft.)	Max. Dwelling Units per Gross Acre	Min. Lot Dimensions (ft.) Width / Depth	Max. Percent Lot Coverage With Buildings	Min. Building Setback From Property Line (ft.)			Max. Height Stories Feet	Min. Off-Street Parking Spaces Per Dwelling Unit Excluding Garages
						Street*	Side	Rear		

SF-2 Single-family 2	1	5,500	7	50 / 105	40	20	5	10	2.5 stories	2, plus 1 for each additional bedroom over 3 per dwelling unit
PDD Typical SF Lots	Same	Same	Same	Same	55	Same	Same	Same	Same	Same
PDD Deep Setback Garage Lots	Same	Same	Same	Same	55	10	5 (0 for garage)	Same for main structure (5 for garage)	Same	Same

*When a corner lot, the street setback shall be 20 ft. minimum on one street, and 15 ft. minimum on the other.

PLANNING DEPARTMENT REPORT
PDD ZONING/DEVELOPMENT PLAN

CASE SUMMARY

STAFF CONTACT: David Fowler, AICP, Planning Director CASE NUMBER: ZC-26-04 and PDD-26-02
REPORT DATE: June 3, 2026
PLANNING & ZONING COMMISSION DATE: June 10, 2026
CITY COUNCIL DATE: June 16, 2026
STAFF RECOMMENDATION: ***Approval, at the discretion of the Commissioners***
SUGGESTED CONDITIONS: None

BACKGROUND DATA

ENGINEER: Luke Caraway, Viewpoint Engineering
SURVEYOR: Casey W. Faircloth, Datapoint Surveying and Mapping
APPLICANT: Luke Caraway, Viewpoint Engineering
OWNER: RODG DT Seawillow Prop Co, LLC
SITE LOCATION: 2400 FM 1322
SUBDIVISION NAME/LEGAL DESCRIPTION: 89.769 acres in the John Neill Survey, Abstract 20
SIZE OF PROPERTY: 89.775 acres
NUMBER OF LOTS: One (until plat under construction is recorded)
EXISTING USE OF PROPERTY: Vacant (subdivision under construction)
ZONING CLASSIFICATION: PDD Planned Development District

ANALYSIS OF ISSUES

PROPOSED DEVELOPMENT: Zoning Change ZC-26-04 is a request for rezoning from an existing PDD to a new revised PDD. The case is to be considered simultaneously with Planned Development District case PDD-26-02, which is a revised Planned Development District for Phase One of the Seawillow Development Agreement Area. The property's current zoning is PDD Planned Development District, approved on December 2, 2025. The proposed revised PDD would allow relief from several aspects of the design and spatial regulations affecting the property under the current PDD. The zoning change and PDD development plan must be considered concurrently, since the zoning is conditional upon the project being developed as depicted on the plan. In the case of this particular zoning change and PDD application, there are not any changes to the approved subdivision development plan.

The proposed development is 89.775 acres with 390 total lots. Circulation would be provided through a series of roads within the subdivision. External access will be provided by two street connections to FM 1322, with two stubs provided to the east to access future phases of areas within the Seawillow Development agreement and one stub to the south to connect to the recently approved Sendero subdivision area. The Planning and Zoning Commission approved final plat for Section 1A of the subdivision on January 14, 2026.

The main modifications to the existing PDD zoning that have been requested fall into three main categories: Changing side setbacks for residential lots to allow for the eaves of houses to encroach into the side setbacks, allowing front garages to be located closer to the front property line than the nearest non-garage wall, and proposing an alternate set of design standards to replace the City's single-family design standards. These proposed standards would be added to the standards of the previous PDD approved in December 2025, which allowed a greater building coverage on all lots—55 percent building, which exceeds the 40 percent limit for the SF-2 development type for other similar developments in the

city. The existing PDD also allows "PDD Deep Setback Garage Lots," which allows reduced side and real setbacks for 24 lots with detached garages. The PDD also sets roof pitch standards for the development, although the City code did not actually have a standard for roof pitch prior to it being specified in the PDD. Lastly, the PDD allowed for limited commercial uses in one park area designed to attract a coffee shop or small restaurant to the park, while also allowing on-street parking for the park area.

The following modifications to the existing standards are proposed, listed in their order of appearance in the revised PDD documents:

Eave Encroachment Allowance: This proposed modification would allow the eaves on sides of houses to encroach into the required five-foot side setback. Currently the City requires the side setback to be completely clear, meaning the closest element of a house, including roof eaves, must be a minimum of five feet from the side property line. This requirement is detailed in Note 6 in the appendices to Chapter 64, Zoning. All other subdivisions in the city have been built without the proposed encroachments, meaning two neighboring houses are fully ten feet apart. Under the proposed modification, the building walls would be allowed to be built to the setback line, meaning roof eaves of neighboring houses would be two to four feet closer to each other than allowed under the existing City regulations. In addition to being an alteration to City code, The City Building Official has stated that the 10-foot building separation is required for fire separation under the International Building Code.

Garage Extension Past Façade: The modification seeks to remove the restriction on front-facing garages being located closer to the front property line than the nearest non-garage wall of the house. This restriction was passed with Ordinance 2022-07 in February 2022, which also required covered parking for new houses and also limited the width of a front-facing garage to 50 percent of the overall width of a house. Garages extending past the front façade are often seen to be car-centric designs that are inconsistent with traditional house design. Additionally, garages that protrude in front of the rest of the house can become the dominant architectural feature of the house, especially in single-story designs. If the Commission is to entertain recommending approval of this modification, it could perhaps consider reducing the distance garages are allowed to protrude, capping the allowable protrusion at three feet or less. This would reduce the negative impacts of protruding garages compared to the proposed 10 foot allowance.

Additional design options: This modification proposes to add additional design options to supplement the list of 10 design options in Section 64-197 (i)(1). The list of proposed additional design options are listed in Section F.8 of the PDD document. While some of the design options may be viable as supplements to the City's list of options, some are duplicative of the City's list. Some of the proposed options would be considerably easier to implement than some of the City's choices, which generally include more construction-intensive choices compared to the proposed list. Conceivably it could be possible to meet the required four options much more cheaply using the proposed list compared to the City's requirements. The applicant has provided a set of example building elevations, which are annotated with which of the proposed design elements each elevation includes.

CONSISTENCY WITH COMPREHENSIVE PLAN: The proposed uses are generally consistent with the Lockhart Looking Forward Comprehensive Plan. Single Family Detached and Retail and Restaurant are both considered to be appropriate in the Seawillow District.

NEIGHBORHOOD COMPATIBILITY: The subject property lies east across FM 1322 from Summerside, a single-family development. To the south is the site of the Sendero Development, which will connect via a stub street to be created in the Seawillow subdivision. To the east are future sections of the approved Seawillow Development Agreement. The area to the north is undeveloped in the ETJ and not part of the Seawillow Master Plan.

The proposed development should not have significant changes in traffic compared to a traditional subdivision, except for the possibility of increased traffic from the addition of commercial uses to the development.

FORM AND CONTENT: The PDD Development Plan generally conforms to all minimum requirements for form. The one major concern regarding the proposed PDD is that the new content of the revised PDD is entirely composed of relaxations of city standards. The set of relaxations to current city standards is arguably in contradiction to the purpose statement for Planned Development Districts in Section 64-166 of the Lockhart Code of Ordinances, which states:

> *Purpose:* The PDD allows flexibility to the city development standards for development that fulfills the city comprehensive planning policies **and is superior in quality to that allowable under the current standards.** planned development districts consist of a mix of land use types and public spaces planned and constructed as cohesive, context-sensitive, and consistent districts. Unless clearly stated in the ordinance creating the PDD district, the development project must comply with all applicable city regulations. PDD districts are intended to implement generally the goals and objectives of the city's comprehensive plan. PDD districts are also intended to ensure the compatibility of land uses, and to allow for the adjustment of changing demands to meet the current needs of the community by meeting one or more of the following purposes:

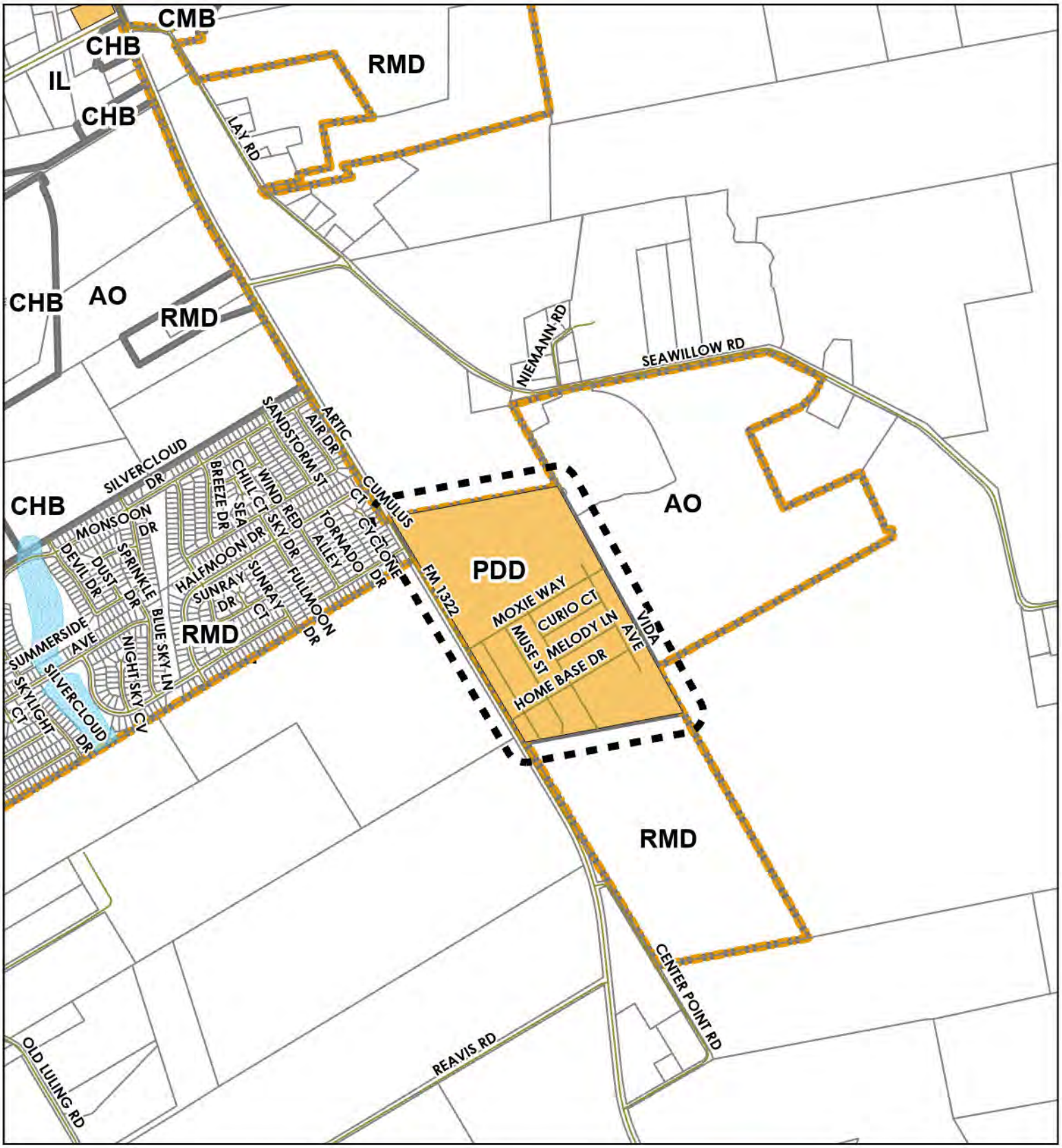
In making a recommendation to City Council regarding a proposed Planned Development District, whether or not the proposed PDD is consistent with the above purpose should be a primary consideration.

COMPLIANCE WITH STANDARDS: The main purpose of the proposed PDD development plan is a specified set of variations from the base development standards which apply to site's current PDD. Other than those standards, the remaining base standards found in Chapter 64 not altered by the existing or proposed PDD would apply to the site.

ADDITIONAL REQUIREMENTS: None

STAFF RECOMMENDATION: **Approval, at the Commissioners' discretion.** While the new set of modifications could be seen as a relatively small set of changes to the Existing PDD at face value, when combined with the changes approved in the existing PDD, the new changes would allow houses to be closer together with weaker design guidelines compared to the standards required for all other new residential developments. From discussions with the applicant, it appears that many of the proposed changes stem from builders wanting to place specific house designs on lots to be purchased from the applicant. The specificity of the proposed changes make it appear that the PDD request is more driven by negotiations with builders rather than a desire to create a higher overall standard of development.

It should also be noted that the PDD does not appear to offer any evidence of the required higher overall standard of development compared to the base zoning requirements, as there are not enhanced standards being offered to offset the several relaxations of base standards being proposed. Reduced effective side setbacks, the proposed alternate set of design requirements, and allowances for garages to protrude from the rest of the house are all arguably weaker than what is currently allowed in City code. Instead of raising standards, the PDD application seems to be driven by a desire to put a larger house on each lot while keeping builders from having to adapt their existing house designs to meet the standards of City code. These factors should guide the Commission's recommendation to City Council.



ZC-26-04 & PDD-26-02

2400 FM 1322

PDD TO PDD

N

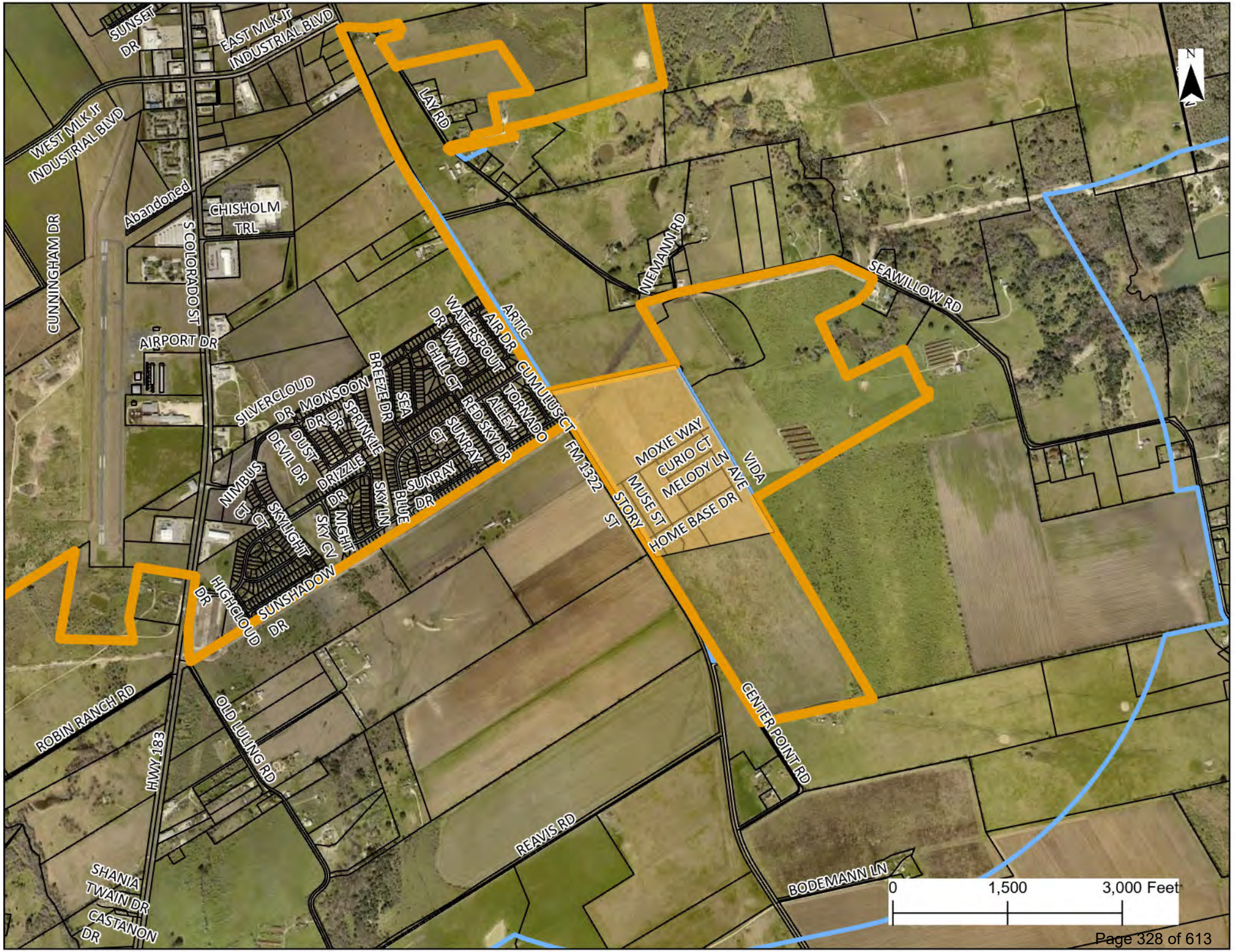
Scale 1" = 1500'

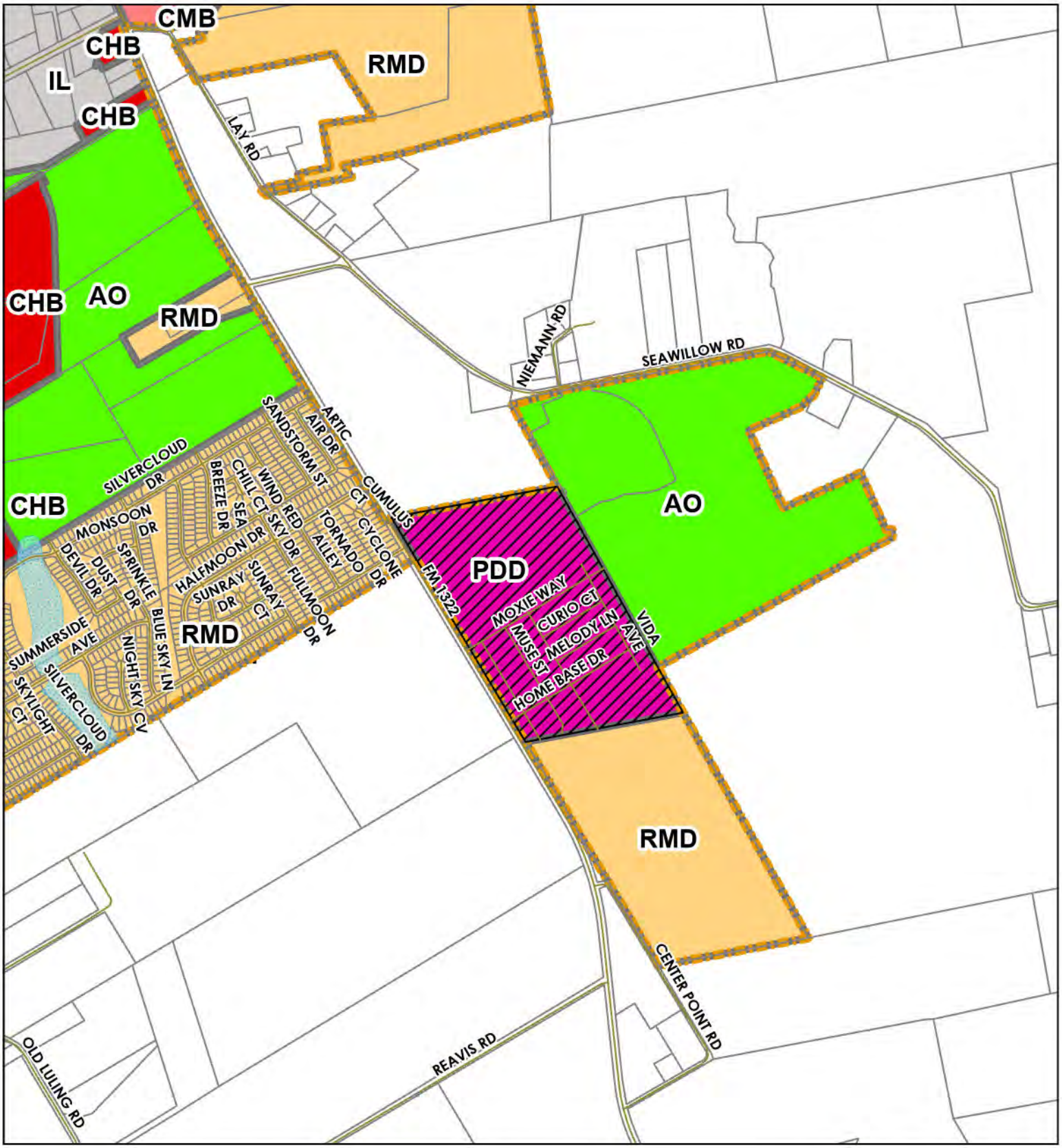
SUBJECT PROPERTY

ZONING BOUNDARY

LOCKHART CITY LIMITS

200 FT BUFFER


SUNSET DR
EAST MLK JR INDUSTRIAL BLVD
WEST MLK JR INDUSTRIAL BLVD
LAY RD
CUNNINGHAM DR
Abandoned
CHISHOLM TRL
S COLORADO ST
AIRPORT DR
NIEMANN RD
SEAWILLOW RD
ARTIC AIR DR
CUMULUS CT
WATERSPOUT DR
WIND CHILL CT
TORNADO ALLEY
RED SKY DR
SUNRAY CT
SUNRAY DR
SEA BREEZE DR
SILVERCLOUD DR
MONSOON DR
SPRINKLE DR
DUST DEVIL DR
DRIZZLE DR
SKY LN BLUE
NIMBUS CT
SKYLIGHT CT
SKY CV
NIGHT
SUNSHADOW DR
HIGHCLOUD DR
FM 1322
STORY ST
MOXIE WAY
CURIO CT
MELODY LN
MUSE ST
HOME BASE DR
VIDA AVE
CENTER POINT RD
ROBIN RANCH RD
HWY 183
OLD LULING RD
REAVIS RD
BODEMANN LN
SHANIA TWAIN DR
CASTANON DR
N
0
1,500
3,000 Feet



ZC-26-04 & PDD-26-02

2400 FM 1322

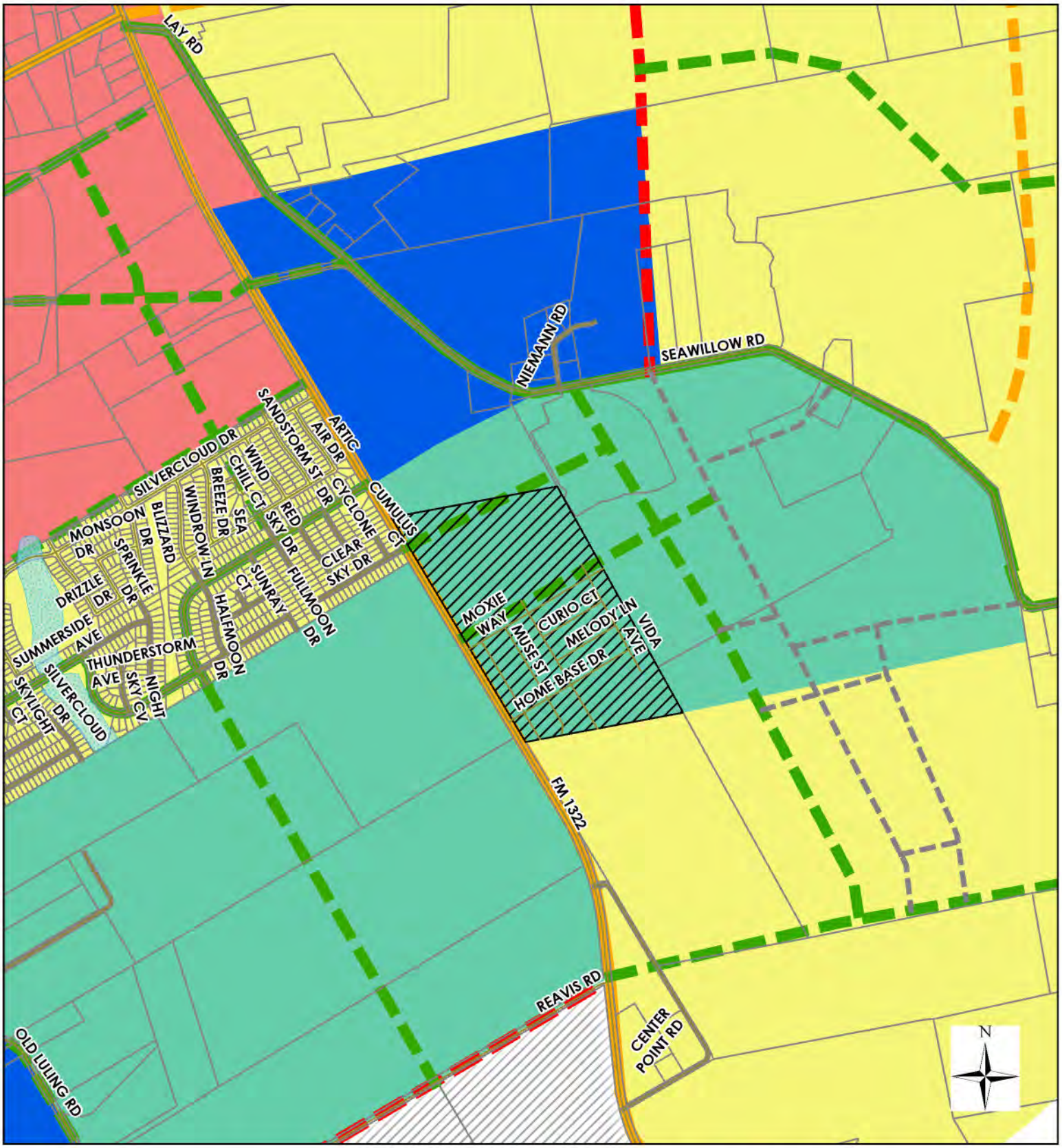
PDD TO PDD

N

Scale 1" = 1500'

ZONING

- AO
- CHB
- CMB
- IL
- PDD
- RMD



FUTURE LANDUSE & THOROUGHFARES

2400 FM 1322

PDD TO PDD

Future Land Use

- Low Density Residential
- Mid-Density Infill
- Mixed Use - Regional
- Mixed Use - Local
- Regional Corridor
- Local Corridor
- Employment
- Industrial
- Unplanned Area

Thoroughfares

- Major Arterial
- Minor Arterial
- Collector
- Urban Downtown Local
- Mixed-use Street
- Local
- Proposed Major arterial
- Proposed Minor arterial
- Proposed Collector
- Proposed Urban Downtown Local
- Proposed Mixed-use Street
- Proposed Local

Scale 1" = 1500'

ViewPoint Engineering

MAILING ADDRESS
PO Box 150607
Austin, TX 78715
ph: 512.779.9464
www.viewpointengineering.com

Date:5/22/2026

David Fowler
Planning Director
City of Lockhart Development Services

Subject: Reasoning for Requested PDD Revisions and Residential Design Standards

Dear Mr. Fowler,

The requested PDD revisions related to eave encroachments, garage/façade standards, and architectural design requirements are necessary to allow builders to efficiently design and construct modern residential housing products while continuing to maintain the overall architectural quality, neighborhood character, and community vision intended by the PDD.

The requested revisions provide necessary flexibility that allows builders to utilize proven and market-supported housing products while still achieving the desired streetscape character and architectural objectives of the development.

Eave Encroachments
The current restriction prohibiting eaves from encroaching into the required five-foot side setback significantly reduces the effective buildable width of many lots. Roof overhangs are a standard and necessary component of modern residential construction for weather protection, drainage management, and energy efficiency. Prohibiting these encroachments forces the entire home footprint inward, reducing floorplan efficiency and limiting the use of standardized housing products.

As a result, builders are often required to redesign otherwise proven floorplans specifically for this development, which increases construction costs, reduces efficiency, and negatively impacts housing attainability.

Garage Extension / Façade Requirements
The requirement that garages not extend beyond the front façade also creates significant design constraints for production housing. Compliance frequently requires wider lots, deeper setbacks, or substantial redesigns of otherwise proven and marketable floorplans. These modifications reduce lot efficiency, limit housing diversity, and increase overall construction costs.

Modern home design must balance garage placement with driveway functionality, parking needs, utility placement, drainage considerations, and interior layout efficiency. While the intent of minimizing garage dominance is understood and appreciated, strict compliance materially limits the range of feasible housing products available to builders.

Additionally, we would request consideration be given to the level of architectural articulation incorporated into many garage-forward plans. These elevations often include enhanced façade detailing, varied materials,

offsets, roofline articulation, and other design features that contribute meaningful character to the streetscape and overall architectural appearance of the home.

Design Element Requirements
The requirement to include four items from the design menu further compounds these challenges. Several of the listed elements — such as deep porches, recessed garages, extensive masonry requirements, enhanced paving materials, functional chimneys, rainwater harvesting systems, and solar installations — can each add significant incremental cost to a home.

When multiple elements are required simultaneously, the cumulative cost impact can make otherwise attainable housing products economically infeasible. Certain design elements may also conflict with modern production housing practices, dimensional constraints, and current buyer preferences, particularly within attainable price points.

Importantly, we are not proposing the removal of the existing requirements. Rather, we are requesting that additional qualifying design options be made available so builders can feasibly satisfy the four-of-ten requirement while maintaining affordability, construction efficiency, and market viability.

Floorplan Standardization and Builder Feasibility
In addition to the design constraints described above, the current standards would require builders to significantly modify proven floorplans that are already successfully utilized throughout adjacent Central Texas communities. These housing products represent substantial prior investment in architectural design, engineering, cost modeling, permitting coordination, and market testing.

Requiring major modifications to these proven products introduces additional financial and operational risk, including:

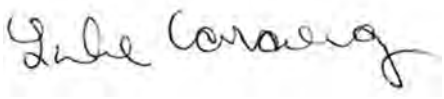
- Increased architectural and engineering redesign costs
- Additional permitting and construction documentation revisions
- Reduced construction efficiency and subcontractor familiarity
- Uncertainty regarding market acceptance and pricing
- Reduced consistency across communities
- Potential reduction in builder participation within the development

Most production builders rely upon standardized floorplans to maintain operational efficiency, control costs, and deliver attainable housing products. Requiring significant deviations from these plans for a single development can materially impact project feasibility and housing affordability. Additionally, modifying plans for a new market that have proven to be successful in nearby markets represents a substantial risk for the builders that the developer is proposing to bring to Lockhart.

Conclusion
The requested revisions represent reasonable refinements to the PDD standards that provide necessary flexibility for builders to utilize proven, market-tested housing products while still achieving the City's goals for architectural quality, neighborhood character, and thoughtful streetscape design.

These modifications will help ensure the development remains economically viable, constructible, and responsive to current housing market conditions, while continuing to deliver a high-quality residential community consistent with the intent of the PDD.

Sincerely,
ViewPoint Engineering



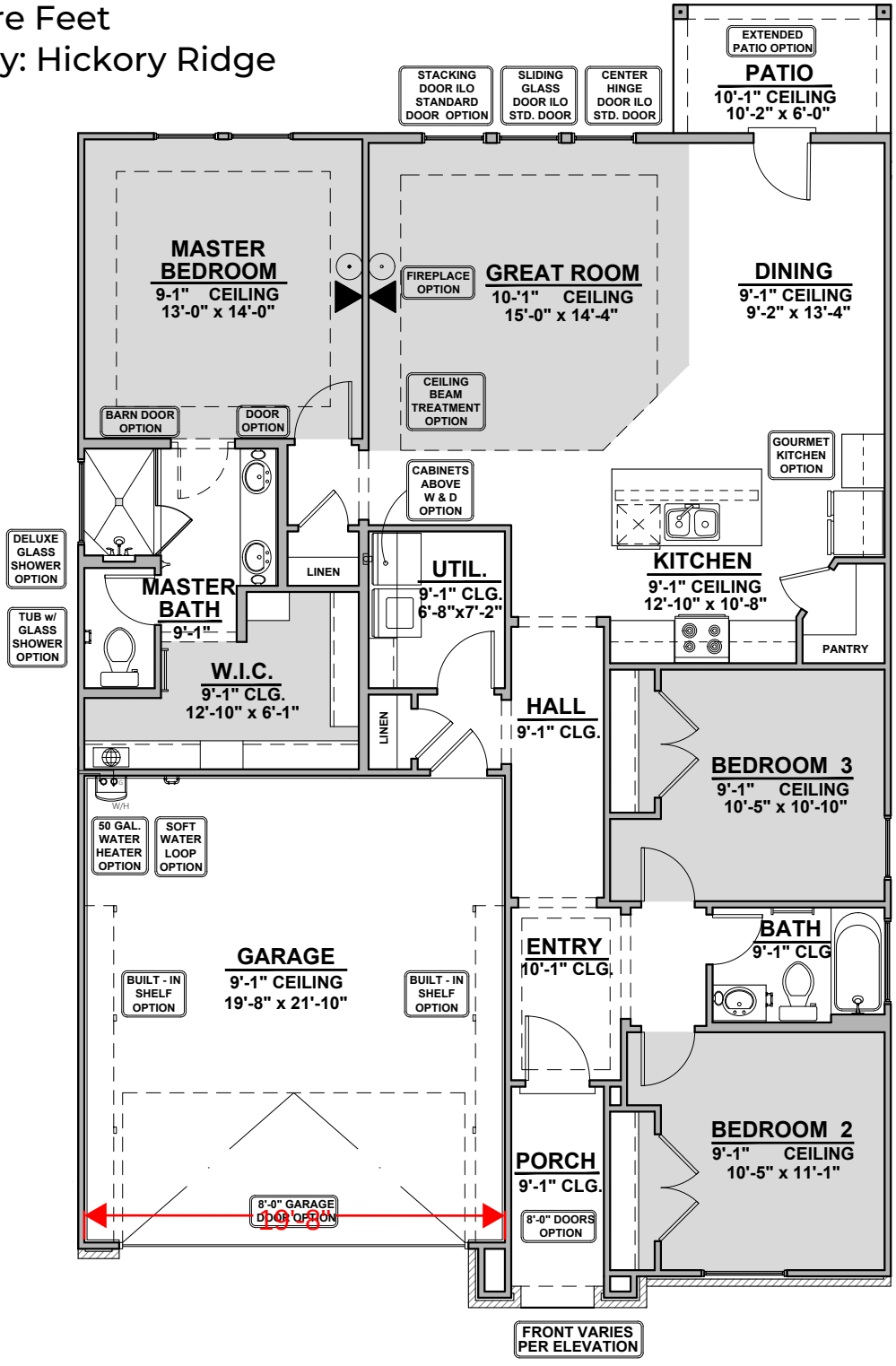
By: _____

LUKE CARAWAY, PE

Sophora

1,526 Square Feet
Community: Hickory Ridge

LOW VOLTAGE LEGEND	
LOGO	DESCRIPTION
	COAXIAL CABLE
	DATA
	ISP JUNCTION



☐ Home is complete and accepted as built. _____

☐ Home construction is in process, buyer accepts all option locations. _____

© 2024 Hakes Brothers, Floor plans, elevations, and specifications are subject to change without notice. The above floor plan and elevations are artistic representations only and are not exact schematics of the home. The actual home may vary in dimensions and layout. For more information, see a sales representative. SOPHORA II 034 HII213 0

4 Design Options PDD Amendment

1. Front elevation windows include 4" trim.
2. Articulation at no more than 20' across the building facade.
3. Front elevation includes 2 or more roof planes.
4. Raised or recessed panel design for garage doors. (Not shown but easy to add.)

4 Design Options DA

1. Varying front setback
2. Transom Window
3. Use of accent materials
4. 2 or more coach lights

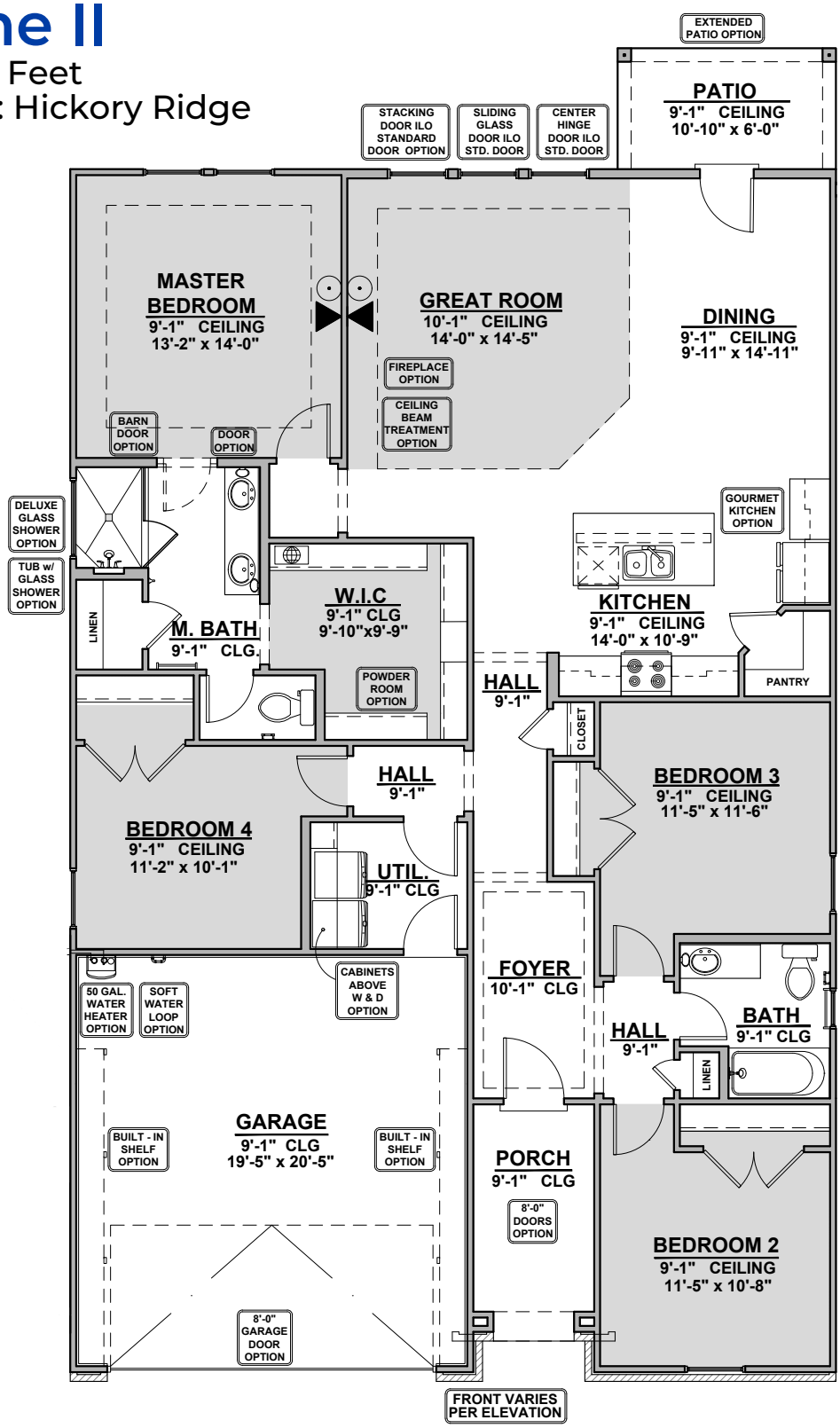


HAKES BROTHERS
Own the Home You Love.

hakesbrothers.com

Jasmine II

1,781 Square Feet
Community: Hickory Ridge



LOW VOLTAGE LEGEND	
LOGO	DESCRIPTION
	COAXIAL CABLE
	DATA
	ISP JUNCTION

☐ Home is complete and accepted as built. _____

☐ Home construction is in process, buyer accepts all option locations. _____

© 2024 Hakes Brothers, Floor plans, elevations, and specifications are subject to change without notice. The above floor plan and elevations are artistic representations only and are not exact schematics of the home. The actual home may vary in dimensions and layout. For more information, see a sales representative. Jasmine II 1,781 SQ FT

4 Design Options PDD Amendment

1. Front elevation windows include 4" trim.
2. Articulation at no more than 20' across the building facade.
3. Front elevation includes 2 or more roof planes.
4. Raised or recessed panel design for garage doors. (Not shown but easy to add.)

4 Design Options DA

1. Varying front setback
2. Transom Window
3. Use of accent materials
4. 2 or more coach lights



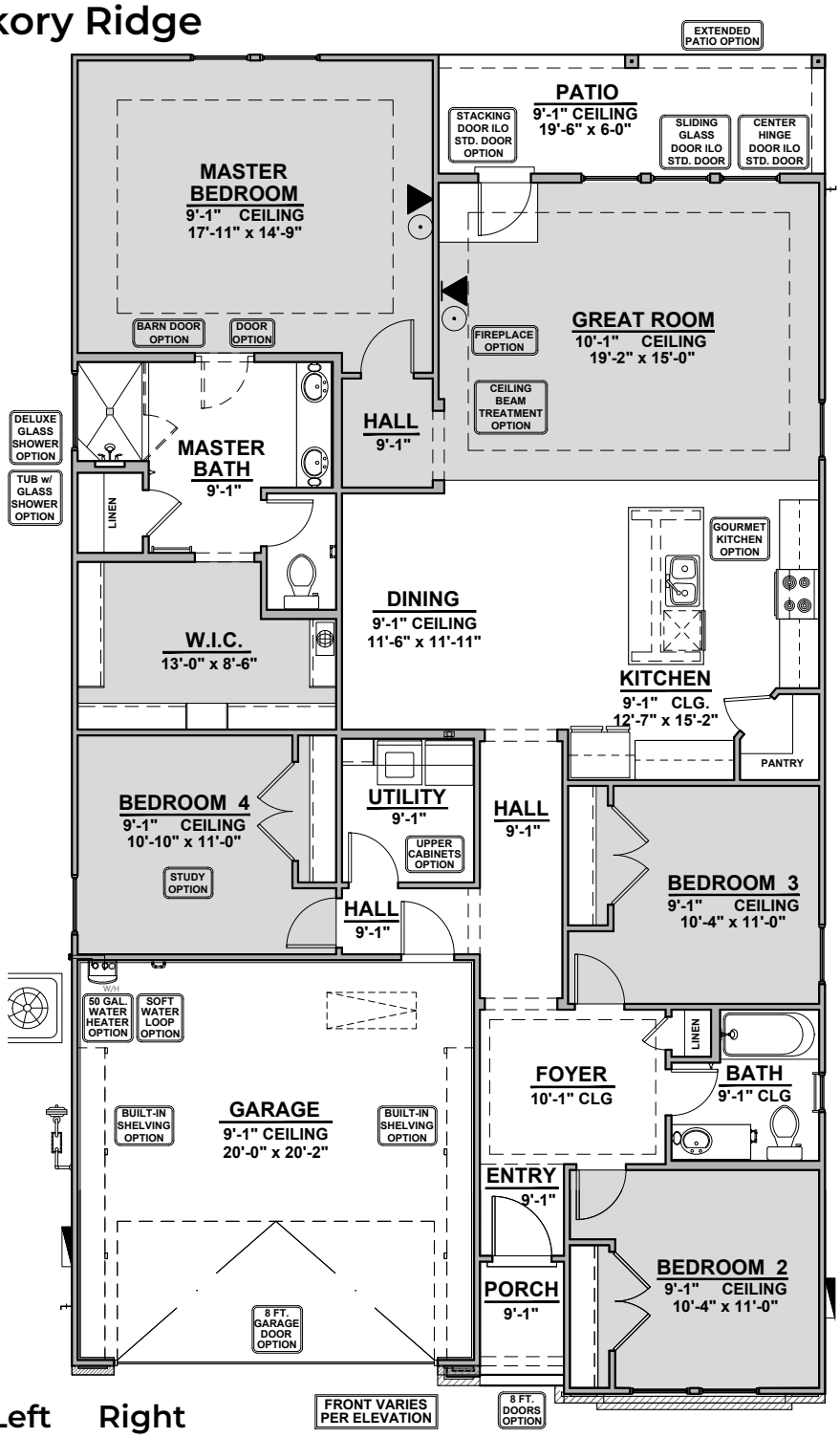
HAKES BROTHERS
Own the Home You Love.

hakesbrothers.com

Tularosa

1,975 Square Feet
Community: Hickory Ridge

LOW VOLTAGE LEGEND	
LOGO	DESCRIPTION
	COAXIAL CABLE
	DATA
	ISP JUNCTION



Garage Orientation: Left Right

☐ **Home is complete and accepted as built.**_____

☐ **Home construction is in process, buyer accepts all option locations.**_____

© 2024 Hakes Brothers, Floor plans, elevations, and specifications are subject to change without notice. The above floor plan and elevations are artistic representations only and are not exact schematics of the home. The actual home may vary in dimensions and layout. For more information, see a sales representative. Tularosa 002 HII 13.06.2524

4 Design Options PDD Amendment

1. Front elevation windows include 4" trim.
2. Articulation at no more than 20' across the building facade.
3. Front elevation includes 2 or more roof planes.
4. Raised or recessed panel design for garage doors. (Not shown but easy to add)

4 Design Options DA

1. Varying front setback
2. Transom Window
3. Use of accent materials
4. 2 or more coach lights



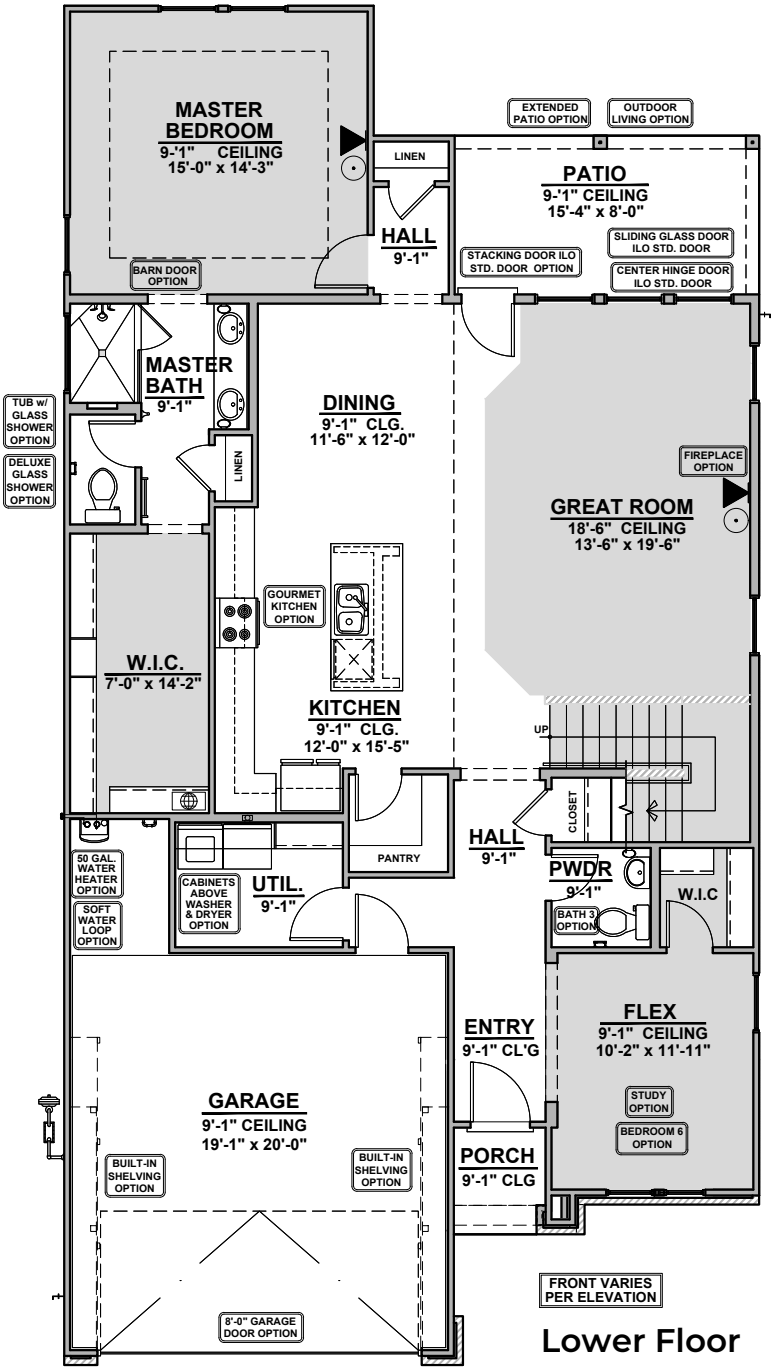
HAKES BROTHERS
Own the Home You Love.

hakesbrothers.com

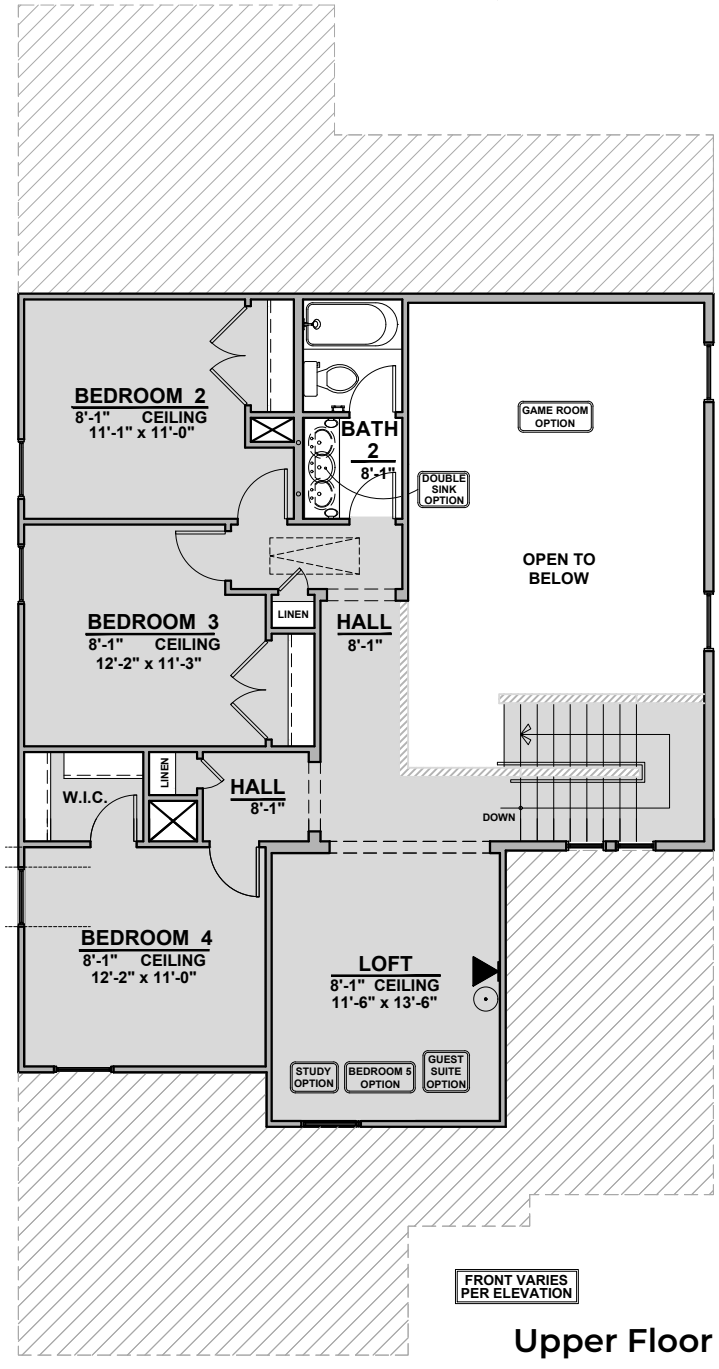
Bandera

2,440 Square Feet
Community: Hickory Ridge

LOW VOLTAGE LEGEND	
LOGO	DESCRIPTION
	COAXIAL CABLE
	DATA
	ISP JUNCTION



Lower Floor



Upper Floor

Garage Orientation: Left Right

☐ **Home is complete and accepted as built.**_____

☐ **Home construction is in process, buyer accepts all option locations.**_____

© 2024 Hakes Brothers, Floor plans, elevations, and specifications are subject to change without notice. The above floor plan and elevations are artistic representations only and are not exact schematics of the home. The actual home may vary in dimensions and layout. For more information, see a sales representative. Bandera 009 II 2/3 08.2024

4 Design Options PD Amendment
1. Front elevation windows include 4" trim.
2. Articulation at no more than 20' across the building facade.
3. Front elevation includes 2 or more roof planes.
4. Raised or recessed panel design for garage doors.

4 Design Options DA
1. Varying front setback
2. Transom Window
3. Divided light windows
4. 2 or more coach lights

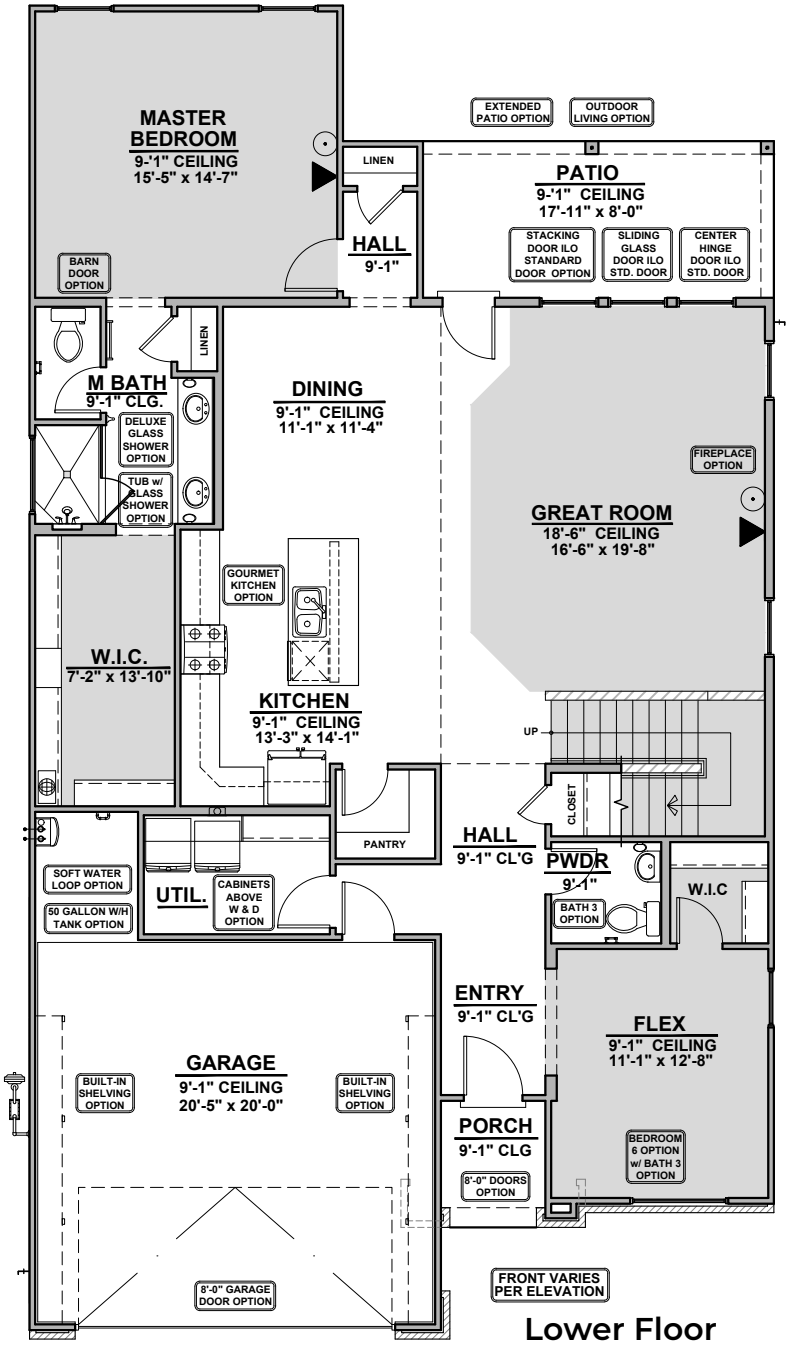
HAKES BROTHERS
Own the Home You Love.

hakesbrothers.com

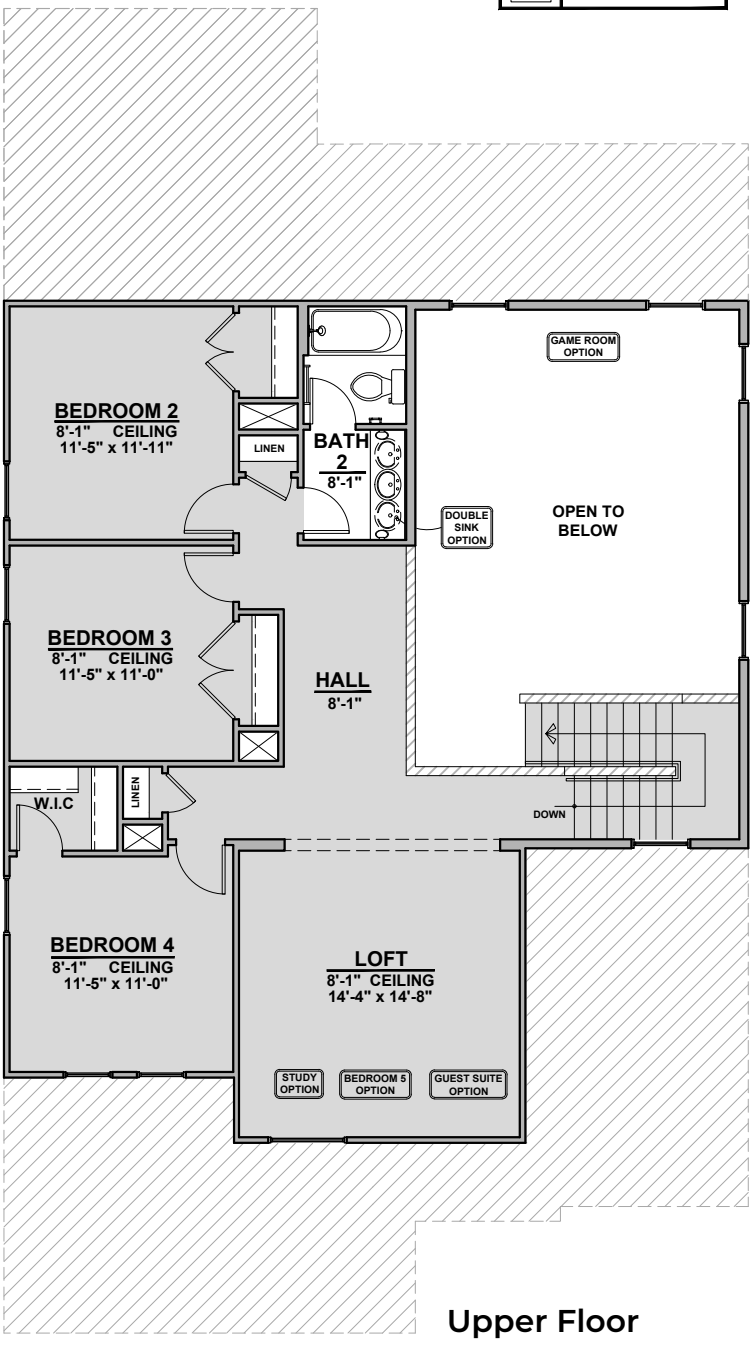
Poinsettia II

2,675 Square Feet
Community: Hickory Ridge

LOW VOLTAGE LEGEND	
LOGO	DESCRIPTION
	COAXIAL CABLE
	DATA
	ISP JUNCTION



Lower Floor



Upper Floor

Garage Orientation: Left Right

☐ Home is complete and accepted as built. _____

☐ Home construction is in process, buyer accepts all option locations. _____

© 2024 Hakes Brothers, Floor plans, elevations, and specifications are subject to change without notice. The above floor plan and elevations are artistic representations only and are not exact schematics of the home. The actual home may vary in dimensions and layout. For more information, see a sales representative. Poinsettia II 037 HH213 06.26.24

4 Design Options PDD Amendment

1. Front elevation windows include 4" trim.
2. Articulation at no more than 20' across the building facade.
3. Front elevation includes 2 or more roof planes.
4. Raised or recessed panel design for garage doors. (Not shown but can add.)

4 Design Options DA

1. Varying front setback
2. Transom Window
3. Use of accent materials
4. 2 or more coach lights



ELEVATION A



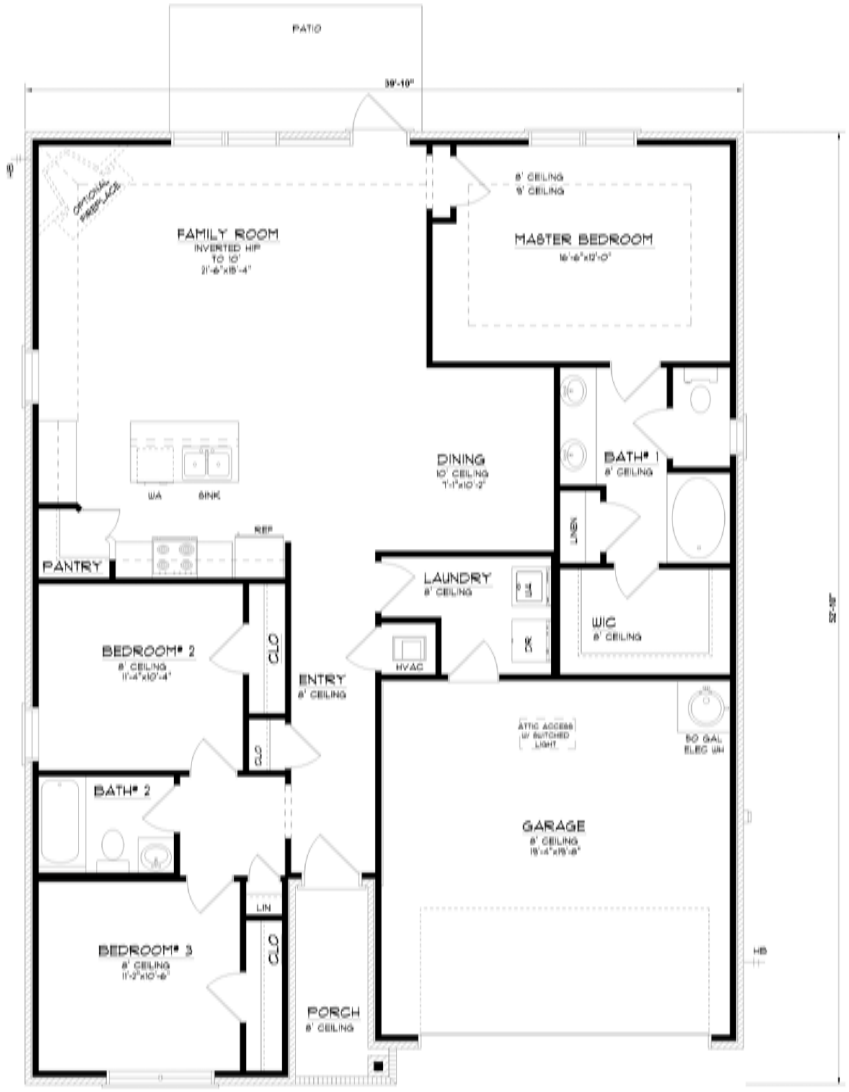
ELEVATION B



ELEVATION D



ELEVATION E



FIRST FLOOR PLAN

1525 PLAN

FEATURES:

- 3 BEDROOMS / 2 BATHS
- 2-CAR GARAGE
- WALK-IN CLOSET

ADAMS HOMES

Continuing a policy of constant research and improvement, Adams Homes reserves the right of price, plan, or specification change without notice or prior obligation; optional features may be shown. Artist's rendering may vary from actual scale. All dimensions are approximate. Plans copyright 2025 Adams Homes.

4 Design Options PDD Amendment
1. Divided light windows.
2. Articulation at no more than 20' across the building facade.
3. Front elevation includes 2 or more roof planes.
4. Two exterior, architectural lights along the front facade.

4 Design Options DA
1. Varying front setback
2. Window Shutters
3. Stamped garage door
4. Use of accent materials.







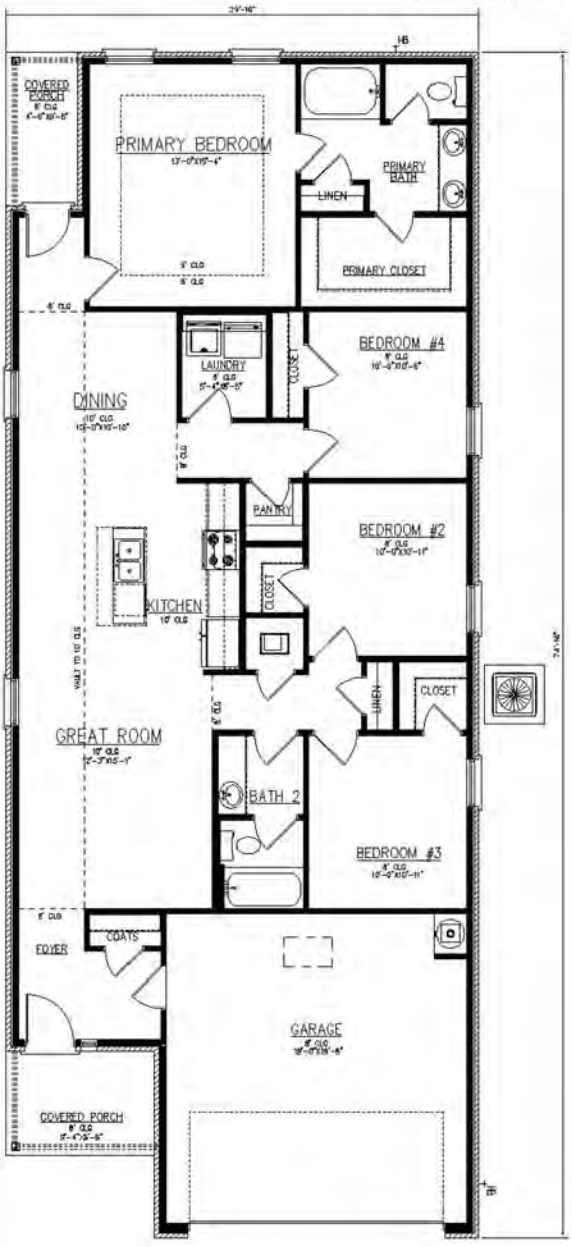




OPTIONAL HALL BATH



OPTIONAL PRIMARY BATH



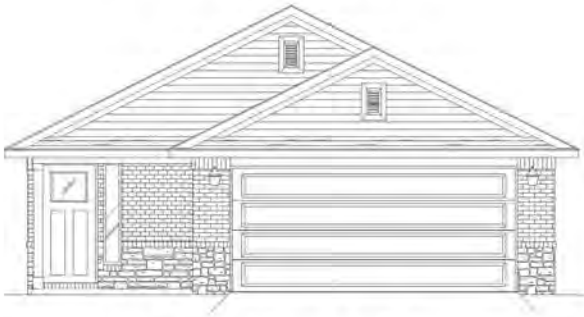
FLOOR PLAN



ELEVATION A



ELEVATION B



ELEVATION C



ELEVATION D

1602 PLAN

FEATURES:

- 4 BEDROOMS / 2 BATHS
- TREY AND VAULTED CEILINGS
- 2-CAR GARAGE
- WALK-IN CLOSET

ADAMS HOMES

Continuing a policy of constant research and improvement, Adams Homes reserves the right of price, plan, or specification change without notice or prior obligation; optional features may be shown. Artist's rendering may vary from actual scale. All dimensions are approximate. Plans copyright 2025 Adams Homes.

4 Design Options PDD Amendment
1. Garage door hardware. (Not shown but easy to add.)
2. Articulation at no more than 20' across the building facade.
3. Front elevation includes 2 or more roof planes.
4. Masonry window sill.

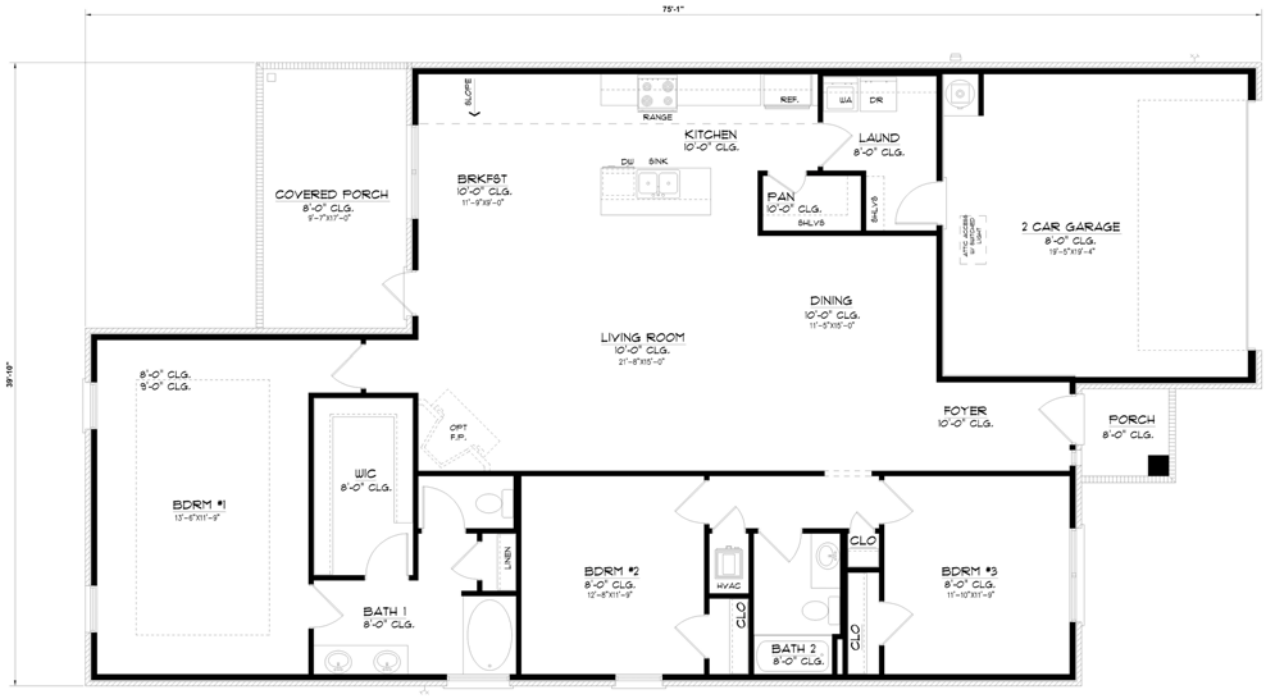
4 Design Options DA
1. Varying front setback
2. Raised or Recessed panel garage door
3. Use of accent materials
4. 2 or more coach lights











FIRST FLOOR PLAN

1900 PLAN

FEATURES:

- 3 BEDROOMS / 2 BATHS
- 2-CAR GARAGE
- WALK-IN CLOSET



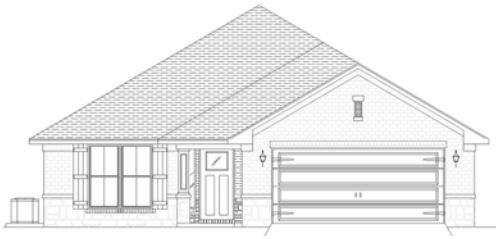
ELEVATION A



ELEVATION B



ELEVATION C



ELEVATION D



ELEVATION E



ELEVATION F

ADAMS HOMES

Continuing a policy of constant research and improvement, Adams Homes reserves the right of price, plan, or specification change without notice or prior obligation; optional features may be shown. Artist's rendering may vary from actual scale. All dimensions are approximate. Plans copyright 2025 Adams Homes.

4 Design Options PDD Amendment
1. Garage door hardware. (Not shown but easy to add.)
2. Articulation at no more than 20' across the building facade.
3. Front elevation includes 2 or more roof planes.
4. Masonry sill.

4 Design Options DA
1. Divided Light windows.
2. Window shutters
3. Stamped garage door (hardware can be added)
4. 2 or more coach lights







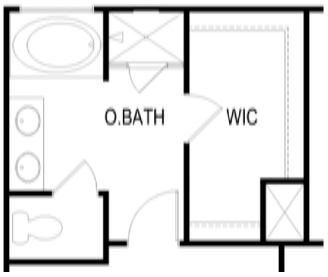








SECOND FLOOR PLAN



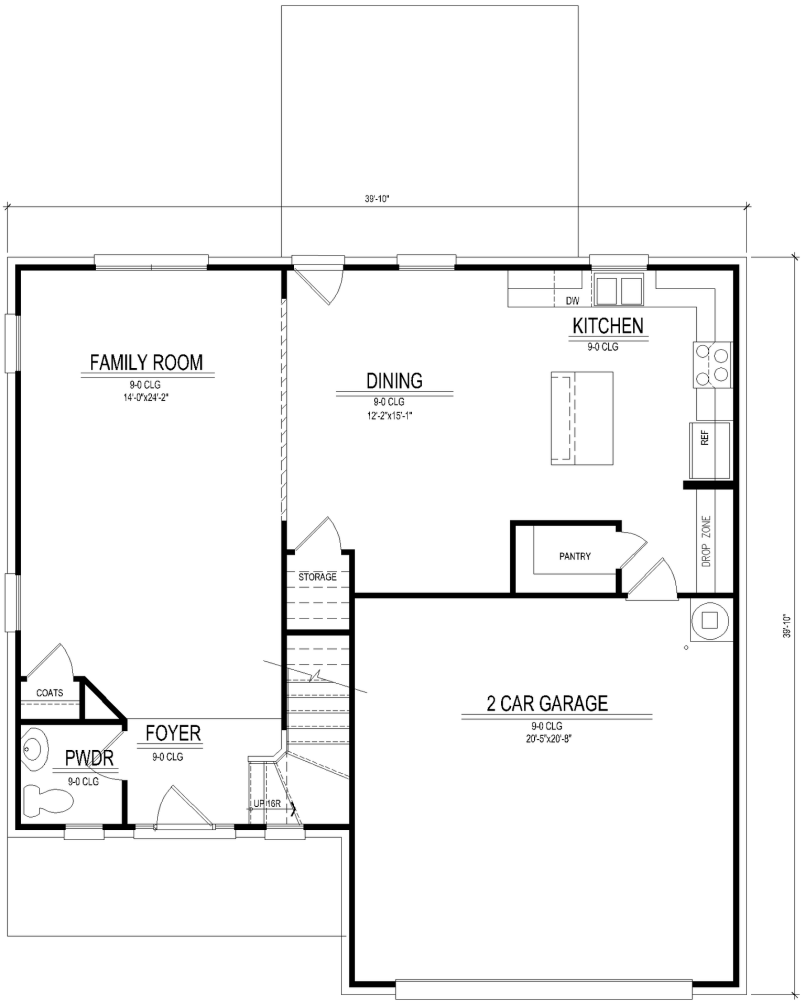
OPT BATH



OPT FIREPLACE



OPT COVERED PATIO



FIRST FLOOR PLAN



ELEVATION A

2131 PLAN

FEATURES:

- 4 BEDROOMS / 2 BATHS
- 2-CAR GARAGE
- WALK-IN CLOSET

ADAMS HOMES

Continuing a policy of constant research and improvement, Adams Homes reserves the right of price, plan, or specification change without notice or prior obligation; optional features may be shown. Artist's rendering may vary from actual scale. All dimensions are approximate. Plans copyright 2025 Adams Homes.

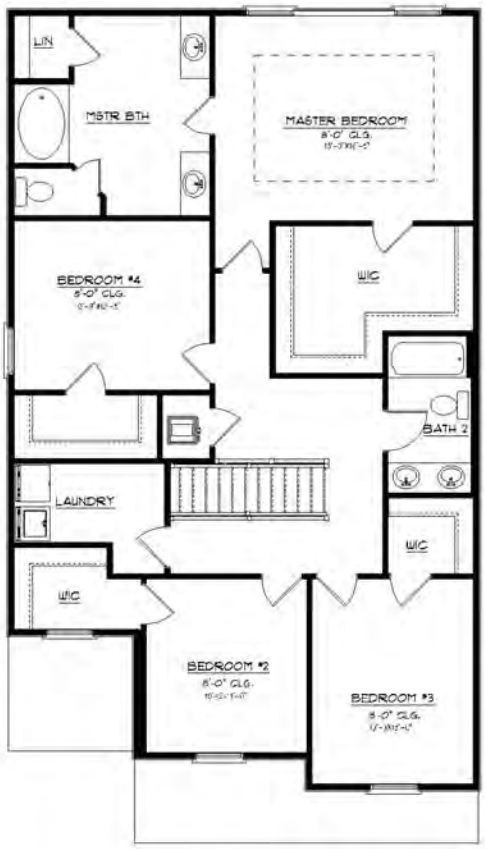
4 Design Options PDD Amendment
1. Stamped garage door design.
2. Articulation at no more than 20' across the building facade.
3. Front elevation includes 2 or more roof planes.
4. Garage door hardware.

4 Design Options DA
1. Varying front setback
2. Transom Windows
3. Window Shutters
4. Divided light windows.





OPTIONAL MASTER BATH



SECOND FLOOR PLAN



FIRST FLOOR PLAN



ELEVATION A



ELEVATION B



ELEVATION C



ELEVATION D

2227 PLAN

FEATURES:

- 4 BEDROOMS / 2 BATHS
- TREY CEILINGS
- 2-CAR GARAGE
- WALK-IN CLOSET

ADAMS HOMES

Continuing a policy of constant research and improvement, Adams Homes reserves the right of price, plan, or specification change without notice or prior obligation; optional features may be shown. Artist's rendering may vary from actual scale. All dimensions are approximate. Plans copyright 2025 Adams Homes.

4 Design Options PDD Amendment
1. Stamped garage door design.
2. Articulation at no more than 20' across the building facade.
3. Front elevation includes 2 or more roof planes.
4. Masonry window sill

4 Design Options DA
1. Varying front setback
2. Window shutters
3. Transom windows
4. 2 or more coach lights









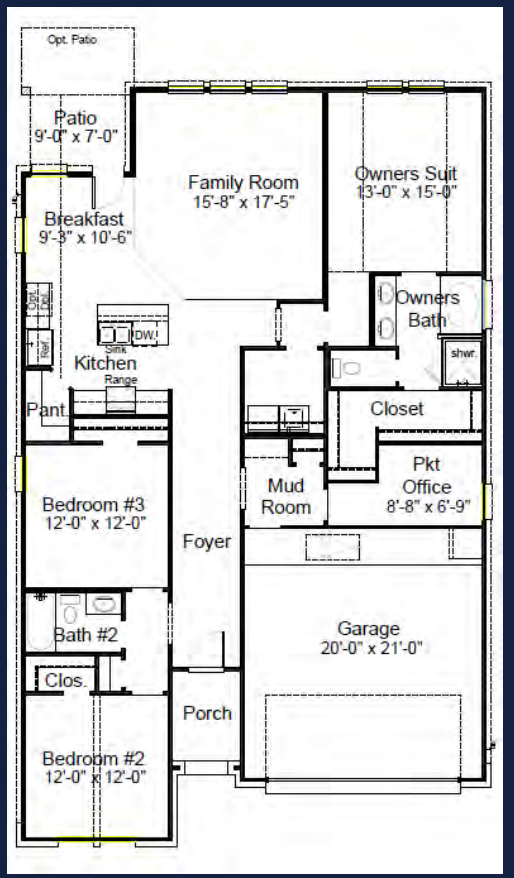
FIRST AMERICA HOMES A SIGNORELLI COMPANY



4 Design Options PDD Amendment
1. Glazed window door.
2. Masonry Sill on window.
3. Front elevation includes 2 or more roof planes.
4. Visible architectural numbers on front facade.

4 Design Options DA
1. Transom windows
2. Varied front setback.
3. Stamped garage door (hardware can be added)
4. 2 or more coach lights





VALENCIA

3 BED 2 BATH
1,799 SF

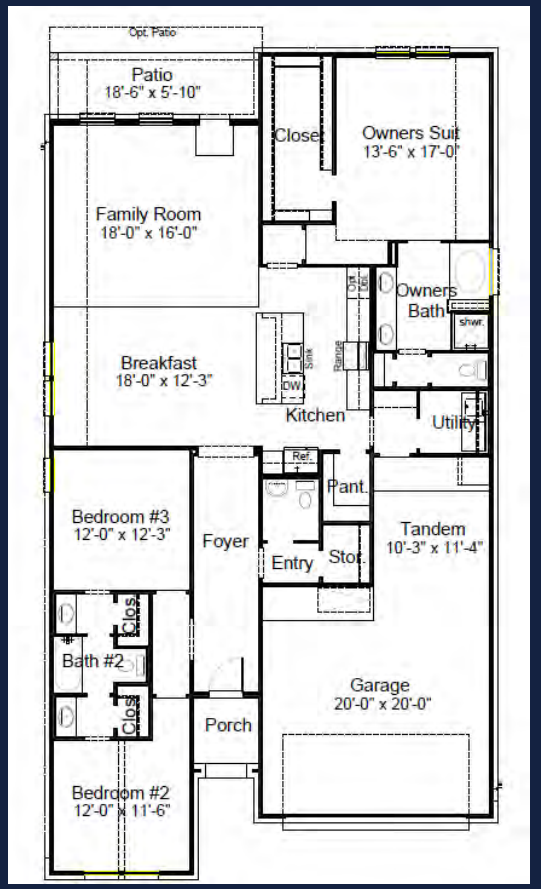
FIRST AMERICA HOMES A SIGNORELLI COMPANY

4 Design Options PDD Amendment
1. Glazed window doors.
2. Divided light window.
3. Front elevation includes 2 or more roof planes.
4, Visible architectural numbers on front facade.

4 Design Options DA
1. Varying front setback
2. Transom Window over door
3. Stamped garage door (hardware can be added)
4.Accent materials.







MONTCLAIR

3 BED 2.5 BATH
1,990 SF

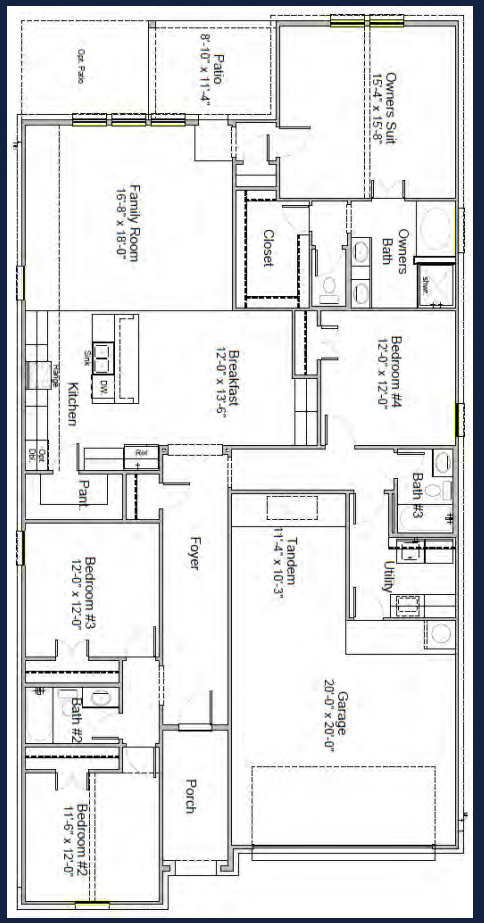
FIRST AMERICA HOMES A SIGNORELLI COMPANY

4 Design Options PDD Amendment
1. Glazed windows on door.
2. Masonry window sill.
3. Front elevation includes 2 or more roof planes.
4. Visible architectural numbers on front facade.

4 Design Options DA
1. Varying front setback
2. Transom Window garage door
3. Stamped garage door.
4. 2 or more coach lights







SAVOY

4 BED 3 BATH
2,162 SF

4 Design Options PDD Amendment
1. Frosted glass door.
2. Articulation at no more than 20' across the building facade.
3. Front elevation includes 2 or more roof planes.
4. Visible architectural numbers on front facade.

4 Design Options DA
1. Varying front setback
2. 2 or more coach lights
3. Stamped garage door (hardware can be added)
4. Garage Door windows

FIRST AMERICA HOMES A SIGNORELLI COMPANY







AMARA

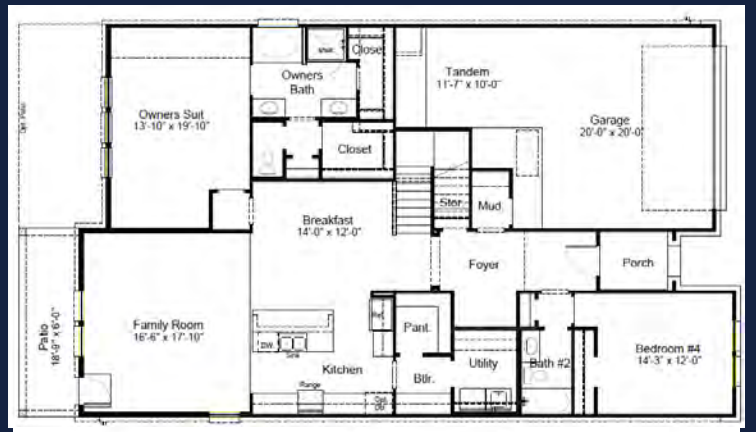
4 BED 3 BATH
2,533 SF

4 Design Options PDD Amendment
1. Frosted glass door.
2. Articulation at no more than 20' across the building facade.
3. Front elevation includes 2 or more roof planes.
4. Two exterior, architectural lights along the front facade.

4 Design Options DA
1. Varying front setback
2. Use of accent materials
3. Stamped garage door (hardware can be added)
4. 2 or more coach lights

FIRST AMERICA HOMES A SIGNORELLI COMPANY









MARLOWE

5 BED 3 BATH
2,824 SF

Relevant Single-family design regulations in Chapter 64

Sec. 64-197. Regulations common to all or several districts.

(a) Every principal structure shall be on a lot having one or more sides abutting a public street or with a private street approved by the city. All structures, other than accessory buildings not connected to any public utility, shall be so located on any lot such that safe and convenient street access is provided.

(b) No building may be constructed or placed within any required yard.

a. Each detached single-family dwelling, duplex, two-unit condominium, or two-unit townhouse, shall provide covered parking for at least one vehicle in the form of a carport or garage having a usable parking area, exclusive of storage or other functions, of at least 220 square feet per vehicle for each dwelling unit. Carports shall be provided with an integral enclosed storage room of at least 40 square feet. Garages and carports shall not extend closer to the front property line than the wall or covered porch of the dwelling that is closest to the front property line. Front-facing garage doors shall not occupy more than 50 percent of the width of detached single-family dwellings. A dwelling constructed on a nonconforming lot less than 50 feet wide that was platted prior to April 15, 1990, is not required to provide covered parking.

b. Driveways may be considered off-street parking in all residential districts, except for those development types having more than four dwelling units per structure.

c. Off-street parking shall be upon the same tract as the dwelling unit in residential low density and residential medium density districts.

d. Off-street parking in residential high density districts may be upon the same tract as the main structure or upon a parking lot within 200 feet of the main structure.

e. Any dwelling unit housing a home occupation shall provide one additional off-street parking space beyond the normal minimum requirement. If there is an employee of the business who is not a resident of the dwelling unit, a second additional space shall be provided. The additional parking spaces shall comply with the applicable standards for size, surface material, and accessibility as are normally required for the type of dwelling being served.

f. Any residence used to house nonfamily residents shall provide one additional off-street parking space per residence room.

(3) All off-street parking within all other districts shall meet the requirements of the applicable portions of this section and of appendices I and II. Off-street parking areas need not be on the same lot as the principal structure or use but must be within 300 feet of said structure or use.

(4) Any business or industrial building, hospital, institution, or hotel hereafter erected, constructed, reconstructed, or altered, in any district, shall provide adequate off-street facilities for the loading and unloading of merchandise and goods within or adjacent to the building, in such a manner as not to obstruct freedom of traffic movement of the public streets, alleys or sidewalks.

(h) *Residential landscaping requirements.*

(1) *Single-family residential landscaping.*

a. All lots developed in the SF-1 development type must include three shade trees of a minimum three inches in caliper at planting.

b. All lots developed in the SF-2, DF-1, DF-2, PH-1, and PH-2 development types must provide two shade trees per lot measuring at least three inches in caliper at planting.

c. All townhouse or combined family developments in TH-1, TH-2, CF-1, or CF-2 development types must include a minimum of one shade tree of at least three inches caliper planted per residential unit in the development.

d. An existing shade tree from a qualified species that are preserved in the process of developing a lot may be counted towards one tree required in subsections (1)a., b., or c., above.

e. All lots in SF-1, SF-2, DF-1, DF-2, CF-1, CF-2, TH-1, and TH-2 development types must have a shrub bed at least three feet in depth covering at least 75 percent of the building's front facade not covered by driveway or sidewalk planted with at least three five-gallon shrubs and other flowering plants or native grasses planted in a mulch base.

(i) *Residential design.*

(1) *Single-family design.*

a. *Front facades.* No single front facade of a home in the SF-1, SF-2, DF-1, PH-1, PH-2, DF- 2, CF-1, or CF-2 development types may be duplicated within six lots as measured along the curb line, or within three lots on the opposite side of the street. Mirror (reverse) images of a house facade count as the same house facade for the purposes of this requirement.

b. *Residential design options.* Every residential building in the SF-1, SF-2 and DF-1, DF-2, PH-1, PH-2, CF,-1, and CF-2 development types must incorporate at least four of the design options listed below, with the exception of residences built on individual residential lots or parcels created through plat or by deed before 1990 or on residential lots created through a minor plat of four or fewer lots, which are required to incorporate two of the options listed below:

1. Covered front porch of at least 80 square feet in area (min. eight-foot deep) with a railing at least 36 inches high except at entrance (may encroach front setback by four feet).

2. Upgraded garage doors, including an upgraded surface material such as wood grain, plus decorative features such as double doors, windows or decorative hardware.

3. Nearest front face of house set back least five feet further than front yard setback line.

4. Garage door that does not face the front yard setback or garage completely behind main structure.

5. Garage recessed at least five feet from front building face.

6. Chimney or dormers visible from the front elevation. Chimneys must serve a working fireplace.

7. Decorative windows including transoms, bay windows, picture windows, multi-pane windows (excluding the use of grills), shutters, or other similar window enhancements.

8. Rainwater harvesting system of 1,000 gallons or solar panel system with a capacity of at least three kilowatts as part of initial permitted construction, meeting building code requirements.

9. Enhanced pavement (brick/pave stone/stamped concrete/colored concrete) on paved surfaces other than the public sidewalk.

10. Incorporation of authentic stone or brick into at least 50 percent of three building elevations.

(Ord. No. 90-03, pt. 2, 3-6-90; Ord. No. 95-07, pt. 1(F), 11-7-95; Code 1982, § 28-7-2; Ord. No. 01-11, § I, 4-3-01; Ord. No. 08-02, § II, 3-18-08; Ord. No. 2011-28, § I, 12-20-11; Ord. No. 2022-07, § II, 2-1-22; Ord. No. 2022-29, § II,

7-19-22; Ord. No. 2022-53, § II, 10-18-22; Ord. No. 2023-11, § III, 6-20-23; Ord. No. 2023-21, § II, 10-17-23; Ord. No. 2024-05, §§ VI, VII, 2-20-24; Ord. No. 2025-25, § II, 10-21-25)

APPENDIX I. - SPECIFIC REQUIREMENTS FOR RESIDENTIAL DEVELOPMENT TYPES

Note 2: Roof eaves or any other portion of a building closest to the property line must be a minimum of five feet from the property line, except for patio home and townhouse residential development types, and except for the PI and commercial zoning districts, where certain building walls are allowed to be along the property line in accordance with the applicable building and fire codes. Exterior building walls allowed along a property line, and not abutting another exterior building wall on the adjacent lot, shall require the dedication of a minimum five-foot wide private access easement on the adjacent lot along and contiguous to the length of the building wall for the purpose of constructing and maintaining the wall, except where said property line is also a street right-of-way line.

ORDINANCE 2025-28

AN ORDINANCE OF THE CITY OF LOCKHART, TEXAS, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF LOCKHART, TEXAS, TO RECLASSIFY THE PROPERTY KNOWN AS 89.775 ACRES IN THE JOHN A. NEILL LEAGUE, LOCATED AT 2400 SOUTH FM 1322, FROM RMD RESIDENTIAL MEDIUM DENSITY DISTRICT TO PDD PLANNED DEVELOPMENT DISTRICT, INCLUDING BY-REFERENCE ADOPTION OF A PDD DEVELOPMENT PLAN FOR THE SEAWILLOW RANCH PHASE ONE PLANNED DEVELOPMENT DISTRICT.

WHEREAS, on November 12, 2025, the Planning and Zoning Commission held a public hearing and voted to recommend approval of said change; and,

WHEREAS, the City Council desires to amend the zoning map as provided in Section 64-128 of the Code of Ordinances; and,

WHEREAS, a public hearing was held in conformance with applicable law;

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

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

II. The above-referenced property described in Zoning Change request ZC-25-06 and PDD Development Plan PDD-25-01 as 89.775 acres in the John A. Neill League, more particularly described in Exhibit "F" and located at 2400 Maple Street, will be reclassified from RMD Residential Medium Density District to PDD Planned Development District, including by-reference adoption of a PDD Development Plan for the One Living Planned Development, attached as Exhibits "A" through "E".

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

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

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

VI. Effective Date: That this ordinance shall become effective and be in full force immediately upon and from the date of its passage.

PASSED, APPROVED, AND ADOPTED AT A REGULAR MEETING OF THE LOCKHART CITY COUNCIL ON THIS, THE SECOND DAY OF DECEMBER, 2025.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

Julie Bowermon, City Secretary

APPROVED AS TO FORM:

Brad Bullock, City Attorney

ORDINANCE 2025-28

"EXHIBIT A - DESIGN STATEMENT"

Seawillow Ranch Phase One
Planned Development District

A. PROPERTY

The "Seawillow Ranch" tract is located at on FM 1322 and encompasses approximately 589 acres. The Phase One portion of the tract encompasses approximately 89 acres and is the subject tract of this Planned Development District (PDD), herein defined as the "property".

B. PURPOSE

The overall project proposes a mixed-use development including different residential lot types and commercial development. The Phase One portion of the project consists of single family lots and open space maintained by the homeowner's association (HOA). The development is proposing several lot standards and design criteria different from the Lockhart Development Code. However, it is doing so with enhanced design initiatives around public streets and open spaces which will transform the look of the neighborhood in the most public facing portions of the site. The community will also contain enhanced design initiatives that will greatly enhance walkability throughout the community. This is achieved primarily by reducing auto-oriented architecture along the key collector corridor and an approach to open space design that distributes pocket parks throughout the development.

This PDD serves to augment and/or modify the standards for development outlined in Chapters 52 and 64 of City of Lockhart's Code of Ordinances in order to implement the vision for the property and ensure cohesive, quality development not otherwise feasible by utilizing the base zoning district.

This Exhibit A - Design Statement is a summary of the development and design standards for the property. Exhibit B - Development Plan indicates the PDD boundary, street, lot and open space and activated park arrangement. Exhibit C – Zoning Plan indicates the sections of lots with additional standards. Exhibit D – Deep Setback Garage Lot Design Exhibit, illustrates the lot details of that particular lot configuration.

C. APPLICABILITY AND BASE ZONING

The base zoning for this PDD is the Residential Medium Density district (RMD) of which Single-Family-2 (SF-2) is the base Development Type. In the case that this Design Statement does not address a specific item, the City of Lockhart's Code of Ordinances shall apply. In the event of a conflict between the regulations of this PDD and the regulations of the base zoning district, the PDD standards shall control. Per Section 64-166 - Planned Development District (PDD) of the Lockhart Code of

Ordinances the following are reasons for alternative standards in a Planned Development District, of which this PDD meets the criteria for 1, 2, 3, 6 and 7.

(1) To provide for a superior design of lots or buildings.
(2) To provide for increased recreation and/or open space opportunities for public use.
(3) To provide amenities or features that would be of special benefit to the property users or the community.
(4) To protect or preserve natural amenities and environmental assets such as trees, creeks, ponds, floodplains, slopes, hills, viewscapes, and wildlife habitats.
(5) To protect or preserve existing historical buildings, structures, features or places.
(6) To provide an appropriate balance between the intensity of development and the ability to provide adequate supporting public facilities and services.
(7) To meet or exceed the present standards of this article.

The approved Seawillow Development and Public Improvement Agreement applicable to "Seawillow Ranch" shall continue to apply to this PDD area with the exception of the specific Development Standards indicated in Section F of this Exhibit A.

D. DEVELOPMENT PLAN

A Development Plan is attached to this Design Statement titled Exhibit B to illustrate the land use and design intent for the property. The Development Plan is intended to serve as a guide to illustrate the general vision and design concepts and is not intended to serve as a final document. As such, proposed building, parking and pond locations and configurations are subject to refinement at the time of Site Plan review. The Development Plan depicts a series of lots, streets and landscaping that may be developed in phases, provided the minimum requirements of the PDD district are proportionally met with each phase. Approval of this PDD, Design Statement, and Development Plan does not constitute approval of a Site Plan.

E. PERMITTED USES

The permitted uses for Residential Medium Density district (RMD) are permitted uses within this PD area. In addition, the following Accessory Uses are permitted within the activated park, open space lot at Moxie Way and Allegro Avenue:

- Portable food establishments
- Eating establishments of any type, including on-premise consumption of alcoholic beverages, but excluding sales of alcoholic beverages
- Hours of operation limited to 7 AM to 10 PM and drive-through use prohibited.

F. DEVELOPMENT STANDARDS

The following development standards are deviations from: the Development Agreement for the site, or the base zoning and the existing Code of Ordinances. The standard is followed by the existing provision (if one exists) as well as an explanation for why the standard facilitates superior design.

1. **Lot Coverage with Buildings**
   Required: SF-2 is 40% maximum lot coverage with buildings.
   Provided: PDD Standard is 55% maximum building coverage.
   Explanation: Increasing this standard allows for larger, higher quality homes on typical lot sizes, consistent with common market practice.

2. **Residential Standards Compliance with Seawillow Development Agreement**
   Required: All residential uses contemplated in this PDD shall adhere design standards presented for residential uses established in the Seawillow Development Agreement and referenced in Exhibit E of this document, with the exception of Section II.ii.d - Roof Pitches which requires a minimum roof pitch of 8/12 except on porches or decorative extensions which must be a minimum of 4/12.
   Provided: PDD Standard is a minimum roof pitch of 6/12 except on porches or decorative extensions which must be a minimum of 4/12.
   Explanation: By reducing the minimum roof pitch it allows for broader architectural typologies including Craftsman and Farmhouse designs. This helps ensure there is not monotonous single family home design.

3. **Non-Residential Compliance with Seawillow Development Agreement**
   Required: All accessory uses contemplated in this PDD shall adhere design standards presented for non-residential uses previously established in the Seawillow Development Agreement and referenced in Exhibit E of this document, with the exception of Section II.iii.c- Building Articulation which states "Depth articulation of at least three (3) feet shall be required for every thirty (30) feet of building facade length." And "Height articulation for flat roofs of at least five (5) feet shall be required for every fifty (50) feet of building façade length."
   Provided: PDD Standard would provide an exception to the requirement for buildings for accessory uses with a façade less than 50'.
   Explanation: This PDD excludes building articulation previously included in the Seawillow Development Agreement because the proposed building is a small building which will not exceed 1,500 square feet and will serve permitted accessory uses within an activated park, open space lot.

4. **Deep Setback Garage Lot Configuration**
   Required: There are no allowance for a "Deep Setback Garage" configuration within the City of Lockhart Code of Ordinances.
   Provided: Along Moxie Way there is allowance for a "Deep Setback Garage" configuration that allows for a shared driveway that serves two lots

with the garages pushed to the rear portion of the lot. (See Exhibit D - Deep Setback Garage Lot Design Exhibit)

- Garages can be attached or detached to the garage of the neighboring unit
- 10' minimum Front Building Setback for the occupiable space of the home with the garage setback to the rear of the lot.
- 5' minimum rear setback for garages and accessory structures.

Explanation: The "Deep Setback Garage" configuration allows for more architectural diversity and lessens auto-oriented design along the entry collector, and less driveway cuts and garages/cars removed from view. This also allows for a more extensive front porch design. Front porches are believed to enhance the look of the public streetscape and promote more community interaction. This request includes only 26 lots in phase 1. This accounts for only 6.2% of phase 1 lots.

5. **Parking Requirements for Accessory Uses**

Required: Appendix II. CMB Uses require 1 off-street parking space per shift person and per each 300 sq. ft. of floor area.

Provided: Off-street parking is not required for any accessory residential uses under 2,000 sq. ft. Parking for the accessory uses will be provided on the adjacent Moxie Way in appropriate on-street parking spaces, to include signage prohibiting overnight parking.

Explanation: Accessory uses in the activated park, open space lot at Moxie Way and Allegro Avenue, which may include a food truck and/or small retail sales will be embedded in the neighborhood accessible without vehicles and is adjacent to sufficient on-street parking for additional vehicular users.

G. REVISED LOT STANDARDS TABLE

This Revised Lot Standards Table reflect the deviations from the base zoning and/or existing Code of Ordinances.

Development Type	Max. Dwelling Units Per Structure	Min. Lot Area (sq. ft.)	Max. Dwelling Units per Gross Acre	Min. Lot Dimensions (ft.) Width / Depth	Max. Percent Lot Coverage With Buildings	Min. Building Setback From Property Line (ft.)			Max. Height Stories Feet	Min. Off-Street Parking Spaces Per Dwelling Unit Excluding Garages
						Street*	Side	Rear		
SF-2 Single-family 2	1	5,500	7	50 / 105	40	20	5	10	2.5 stories	2, plus 1 for each additional bedroom over 3 per dwelling unit
PDD Typical SF Lots	Same	Same	Same	Same	55	Same	Same	Same	Same	Same
PDD Deep Setback Garage Lots	Same	Same	Same	Same	55	10	5 (0 for garage)	Same for main structure (5 for garage)	Same	Same

*When a corner lot, the street setback shall be 20 ft. minimum on one street, and 15 ft. minimum on the other.

LIST OF EXHIBITS

Exhibit A - PDD Design Statement
Exhibit B - Development Plan
Exhibit C - Zoning Plan
Exhibit D - Deep Setback Garage Lot Design Exhibit
Exhibit E- Development Agreement Design Standards Section II.f-h

Exhibit B - Development Plan

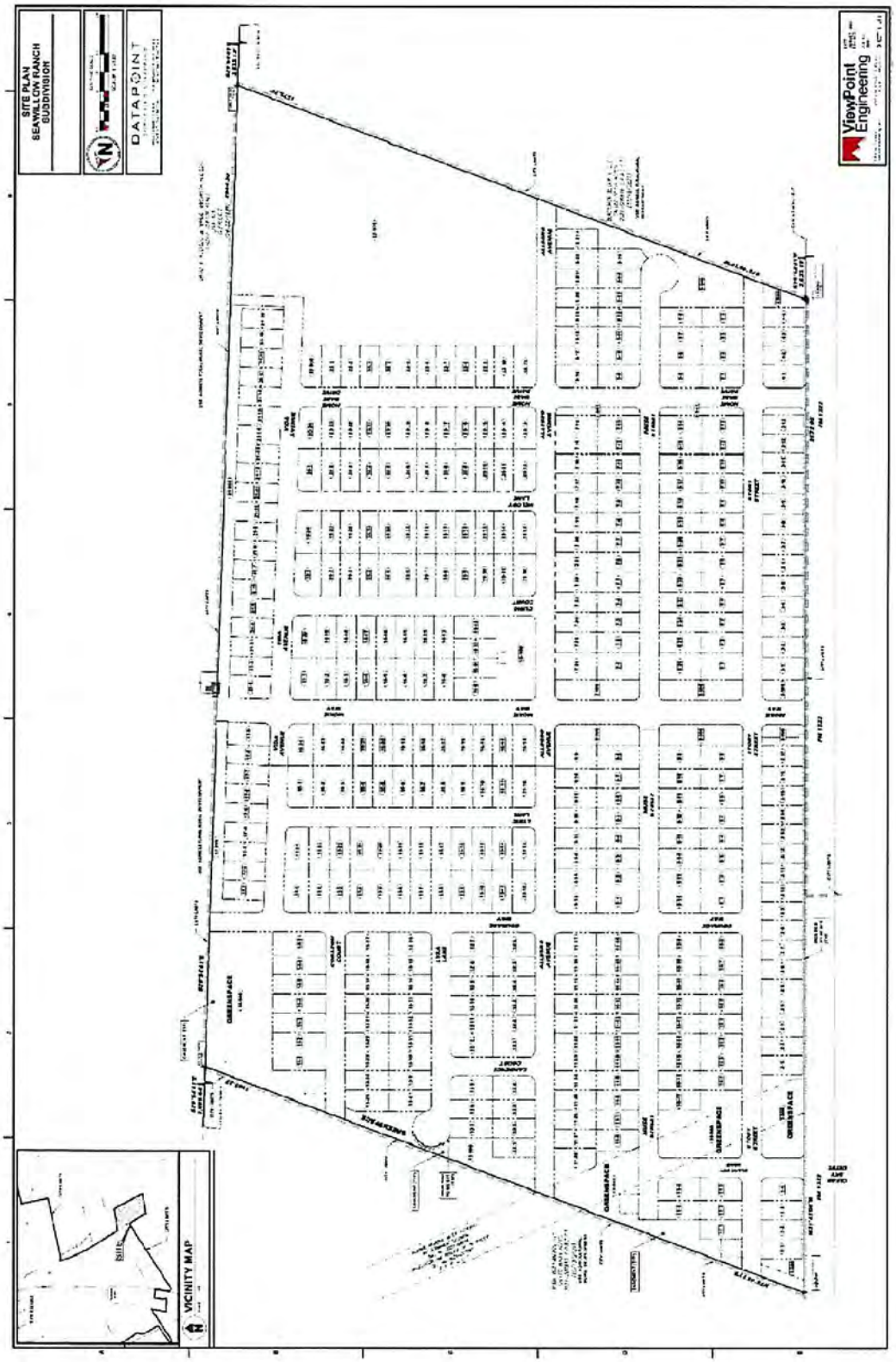


Exhibit C - Zoning Plan



Exhibit D - Deep Setback Garage Lot Design Exhibit

FRONT-LOADED X ZIPPER LOT

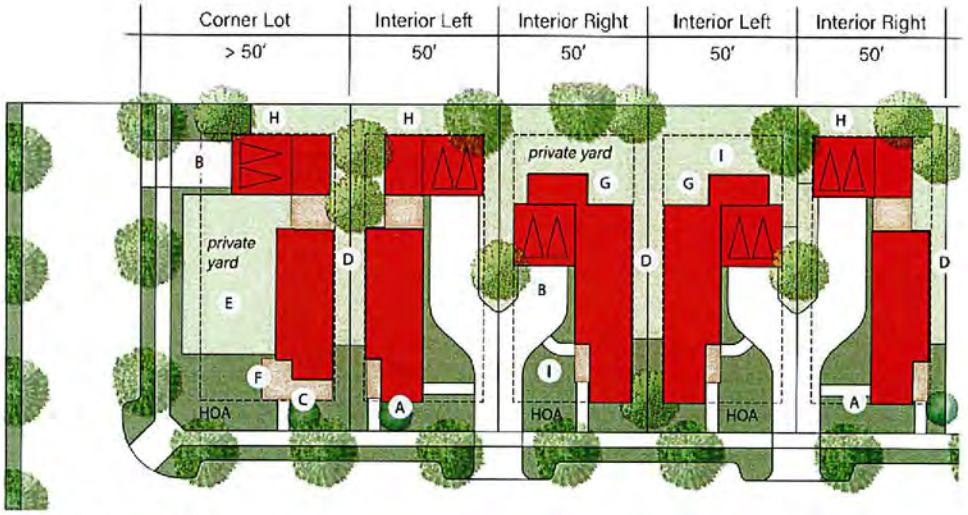
The Moxie front-loaded single-family detached Zipper Lot creates a unique experience for potential buyers. The zipper lot offers builders the opportunity to break up the traditional street scene with varied home front, detached garages, and home product with architecture foward and garages set back. Site Develo

FRONT-LOADED X ZIPPER LOT (SINGLE-FAMILY DETACHED)

CRITERIA	MIN.	NOTES
Lot Size	50' x 110'	
Lot Width	50'	
Corner Lot Width	> 50'	
Lot Depth	110'	
Maximum Building Height	2 stories	
Home Size Range		

SETBACKS			
Front to Building	A	10'	a variable setback is encouraged
Front to Garage	B	20'	
Front to Unenclosed Porch	C	10'	
Side to Building (interior lot line)	D	5'	
Side to Building at Corner ROW	E	10'	
Side to Unenclosed Porch	F	5'	at corner lot scenario
Rear to Building	G	10'	a variable setback is encouraged
Rear to Garage	H	5'	

Note: Fence lines are conceptual in nature. Actual locations to be determined per product plotting plan.



Building Standards Diagram



Axonometric View

Exhibit E- Development Agreement Design Standards Section II.f-h

II. DEVELOPMENT DESIGN STANDARDS:

a. Street Geometric Standards

i. Table A-1, located in Appendix A, presents a summary of roadway design standards for the development per roadway classifications found in Exhibit L of the Development Agreement.

ii. Appendix A contains visual illustrations of the proposed street sections required.

b. Block Length

i. The maximum allowable block length is six hundred feet (600'); an allowance up to one thousand, two hundred feet (1,200') is allowed with the implementation of dedicated public pedestrian or public park lots or easements with a minimum width of ten feet (10').

c. Lots with No Public Road Frontage

i. Alley loaded lots with 30' alley right-of-way that provides the appropriate signage and naming convention as a private street shall not be required to have public street frontage.

d. Amenity Center

The Development shall include an amenity center ("Amenity Center") which shall be constructed in Phase 3, on a minimum of 2 acres, which shall include and incorporate $1.5 million in improvements available for the use and enjoyment of the general public and:

i. Shall include at least 1 of the following elements:
   - (a) Splash Pad;
   - (b) Covered pavillion 3k square feet minimum; or
   - (c) Basketball/multiuse court and;

ii. at least one of the following elements not selected in option iv;
   - (d) Swimming Pool
   - (e) Fitness Center/Outdoor Fitness Center
   - (f) Fishing Dock at Detention area
   - (g) Pavilion/Social Building/Event Space
   - (h) Game Room
   - (i) Lazy River
   - (j) Disc golf/Frisbee Golf
   - (k) Food Truck community park
   - (l) Open Play Areas
   - (m) Pickleball courts
   - (n) Tennis courts
   - (o) Children obstacle course
   - (p) Pump track.
   - (q) Basketball courts
   - (r) Playground
   - (s) Dog Park

iii. A minimum of 14 parking spaces will be provided for the Amenity Center but on-street parking can count towards this total. 1 handicap space will be provided that meets ADA accessibility.

iv. whichever element is designated in section d(i) for the Amenity Center, the other two elements shall be constructed in conjunction with one of the pocket parks, if not otherwise included in the Amenity Center.

e. Parks/Trails

i. ½ acre Pocket Parks

(a) 5 parking spaces to be provided within each phase; on-street parking can be counted towards this requirement for streets with 50 feet of right of way and 30 feet of pavement. A single handicap parking space will be provided.

(b) All parks will contain an irrigation system and will maintained by the Developer or successor.

(c) The pocket parks shall contain at one (1) of the following park design approaches and two (2) elements in subsection (xii.):

(i) Open Play Areas
(ii) Pavilion
(iii) Shade Structure
(iv) Basketball courts
(v) Pickleball courts
(vi) Tennis courts
(vii) Splash Pad
(viii) Disc golf/Frisbee Golf
(ix) Playground
(x) Fitness Station
(xi) Dog Park; and
(xii) Remaining two elements from section d.i. not constructed with the Amenity Center

(d) Each proposed design approach shown above can only be used twice.

ii. Hike and Bike Trail

(a) Shall be a minimum of eight feet (8') in width.

(b) Constructed with decomposed granite, concrete or a combination thereof.

iii. Wi-Fi Access

(a) Wi-Fi access will be provided for all parks over 5 acres.

iv. Detention Pond

(a) Pond will be designed utilizing at least 2 of the following design elements:

(i) Sidewalk/trail access around external pond
(ii) Sidewalk/trail access to internal pond
(iii) Reduced slopes to 6:1 maximum
(iv) Natural meandering shape
(v) Open Play area integrated into pond.
(vi) Wet Pond (Maintenance Guidelines provided with this document)
(vii) Central Fountain Feature
(viii) 2'-3 masonry block walls
(ix) Stand-alone dock feature
(x) Landscaping external to pond bottom

f. Lighting Standards

i. Project will comply with the current version of the Dripping Springs Dark Sky Ordinance.

g. Landscaping Requirements

i. Requirements referenced in Sections 64-197 of the Lockhart Development Code still apply.

ii. Residential

(a) Two (2) trees, a minimum of three caliper inches (3") in size, are required for each single-family residential lot. All lot types that are fifty feet in width or greater are required to have one (1) additional tree planted within the lot.

(b) Street trees, located within the ROW between the sidewalk and back of curb and a minimum of three caliper inches (3") in size, can count as a maximum of one (1) tree required in section f.i.(a).

iii. Non-Residential (Includes Multi-Family)

(a) Landscaping Along Perimeter. All nonresidential uses shall comply with the following streetscape requirements:

(i) Perimeter Landscaping. Perimeter Landscaping shall be provided adjacent to all streets. This section is only applicable where building facades aren't located within the required perimeter landscaping widths.

(ii) The Perimeter Landscaping shall be the following minimum widths, exclusive of street Right-of-Way.

A. Adjacent to Arterial Street: Ten (10) feet.

B. Adjacent to Collector Street: Five (5) feet.

C. Adjacent to Local Street: Five (5) feet.

(iii) Plantings within the Perimeter Landscaping shall be determined by the following:

A. Complete coverage of natural landscape materials shall be provided with Shrubs, Groundcover, Ornamental Grasses with a Rock/Crushed Rock Landscape Base, or Ornamental Grasses with a Mulch Base. The use of Turf Grass as a landscape material is prohibited in fulfilling the requirements of this subsection.

(iv) Shrub Buffer. Where parking lots, drives, and access easements abut the Perimeter Landscaping, Shrubs (5 gallon minimum) shall be planted to form a contiguous buffer along the common boundary line.

(v) Shrubs shall be planted in planting beds with a Rock/Crushed Rock Landscape Base or Mulch Base.

(vi) A berm may be placed within the Perimeter Landscaping in lieu of the required Shrubs unless needed for a headlight screen.

(vii) The berm must be 18 to 40 inches above the average grade of the street and parking lot curbs.

(viii) The slope of the berm shall not exceed a thirty-three (33) percent grade.

(ix) If the parking lot is located fifty (50) feet or more from the street Right-of-Way line, no Shrubs or berms will be required unless

needed for a headlight screen.

(b) Internal Landscaping.

(i) Internal Landscaping refers to all areas within the paved boundaries of the parking lot.

(ii) Any nonresidential parking area that contains more than ten (10) parking spaces shall provide Internal Landscaping in addition to the required Perimeter Landscaping.

(iii) Only landscaped areas within the parking lot shall be used to meet the Internal Landscaping requirement.

(iv) Plantings within the Internal Landscaping shall be determined by the following:

A. Ten (10) square feet of Internal Landscaping for each parking space or fraction thereof.

B. One (1) Shade Tree or two (2) Ornamental Trees for every fifteen (15) parking spaces or fraction thereof.

C. All parking spaces must be within eighty (80) feet of a Shade Tree.

D. Complete coverage of natural landscape materials, such Groundcover, or Ornamental Grasses with a Rock/Crushed Rock Landscape Base or Mulch Base. The use of Turf Grass as a landscape material is prohibited in fulfilling the requirements of this subsection.

iv. Street Trees

(a) Street Trees are required for all residential streets that are fronted by alley-loaded lots. The trees will be planted during vertical construction of the houses. The street trees will be three caliper inches (3") in size and will be spaced at 30' increments.

(b) Street trees are required for all roadways identified as arterial and collector streets as shown in exhibit L located within the Development Agreement. The street trees will be four and a half caliper inches (4.5") in size and will be spaced at 50' increments.

h. Architectural Requirements

i. Requirements referenced in Sections 64-197 and 64-203 of the Lockhart Development Code still apply.

ii. Residential

(a) Front Porches for Alley Loaded Product. Front porches will need to be at least 80 square feet and 8 feet in depth measured from the entry wall of the home.

(b) Garages.

(i) Each residence shall have a garage suitable for parking at least two (2) standard size automobiles.

(ii) The height of each garage door may not exceed 10 feet in height, calculated from the surface of the driveway to the bottom of the header.

(iii) Rear detached garages are permitted provided they are constructed in compliance with the requirements of this PDD.

(iv) Every garage and accessory building (except a greenhouse) shall correspond in style and architectural and exterior building materials with the dwelling to which it is appurtenant.

(v) Accessory structures, including a greenhouse, shall not exceed one (1) story in height, nor shall the total floor area of any accessory structure, exceed ten percent (10%), individually or in the aggregate, of the floor area of the main Dwelling.

(c) Exterior materials

(i) which must cover not less than eighty percent (80%) of the exterior, shall be masonry, stone, stucco, plaster, cementitious siding or Hardie-plank equivalent, or wood siding on all first-floor walls (to the top of plate line of first story) visible from any street and on each remaining side and rear elevations. No exterior building walls erected or constructed shall be clad or covered with materials other than brick, brick veneer, stucco, concrete siding in plank form, stone or stone veneer.

(ii) 50% of the front and side façades shall be a masonry product (stone, brick, or stucco) for 50% of the single-family detached and single-family attached units.

Roof pitch minimum for PDD is 6/12.

(d) Roof pitches must be a minimum of 8/12 front to back, 8/12 side to side, and any porch or decorative extension must be a minimum of 4/12.

(e) All house plans must provide a minimum of four (4) of the following design elements:

(i) Porches, stoops, or covered entries at a minimum of eighty (80) square feet and a minimum depth of 8 feet from the entry wall of the home;

(ii) Bay or box windows.

(iii) Dormers and/or gables.

(iv) Use of accent materials such as brick, stone, or stucco with banding highlights.

(v) Ornamental or decorative windows and/or shutters, including, but not limited to, divided light windows.

(vi) Driveways with enhanced paving treatment consisting of salt finished concrete and/or brick borders.

(vii) Garage doors with one (1) of the following enhancements: (1) Cedar/Wood clad doors; (2) Double doors; (3) Decorative windows; or (4) Stamped reveals/texture and carriage style hardware; or

(viii) Two (2) or more coach lights

(ix) Front Wall Articulation. An offset in plane shall be provided every fifteen (15) feet along any front facade of the dwelling unit.

(x) Varying Front Setbacks. Variations of the front setback of at least five (5) feet shall be required, however buildings shall not be within the required front setback.

(xi) Architectural Focal Point. Include one (1) of the following architectural focal points:

(xii) Chimney. The exterior veneer of a chimney constructed as part of or an extension to the exterior wall of a residential structure must be constructed of like or similar brick or other masonry material to that of the primary structure. The exterior veneer of chimneys shall not be constructed of wood or lumber products.

(xiii) Window Enhancements. The use of transoms, bay windows, shutters, or other similar window enhancements.

iii. Non-Residential

(a) Parking Lot Setback: For all commercial districts located along the frontage of an arterial roadway, parking is prohibited within 100' of the arterial right of way line that fronts the tract.

(b) Building Articulation:

(c) Depth Articulation: Depth articulation of at least three (3) feet shall be required for every thirty (30) feet of building facade length. Depth articulation applies only below the roofline.

(i) Height Articulation: Height articulation for flat roofs of at least five (5) feet shall be required for every fifty (50) feet of building facade length. Pitched roofs do not require height articulation.

Depth Articulation doesn't apply to PDD.

i. Fencing

i. For areas defined as "Enhanced Fencing" in Appendix C, masonry columns will be required at a spacing of fifty feet (50').

i. For areas defined as "Enhanced Fencing", which shall include all external street frontages, and anywhere someone has a rear or side yard fence abutting an arterial or collector street internal to the development.

iii. For areas defined as "Enhanced Fencing" in Appendix C, cedar or masonry shall be utilized as the fencing material.

iv. Fencing located throughout the rest of the development will be constructed with pine, cedar, or masonry materials.

j. Commercial Build Out

i. For the commercial buildout, developer shall construct one of the following uses:

(a) Cafe / restaurant
(b) Wellness Center featuring saunas, cold plunges and yoga rooms.
(c) Day Care facility
(d) Open food market
(e) Grocery
(f) Microbrewery
(g) Barber Shop
(h) Coffee Shop

k. Commercial build out will be located within the "Central Commercial" Lot Type designation shown on Exhibit B. The Developer shall construct 1,000 square feet of commercial building square footage during Phase 3 of the Development within the "Central Commercial" Lot Type shown in Exhibit B.

l. The Developer shall designate five (5) parking spaces specifically for food truck operations and shall provide electricity within 20' of the food truck parking.

m. Parking Standards

i. Single-Family Detached and Single-Family Attached Lot Type

(a) Provide two (2) parking spaces for each unit.

ii. Central Commercial Lot Type
   (a) There is no parking requirement in this lot type.

iii. Medium Commercial Lot Type
   (a) Provide one (1) parking space or every 300 square feet of building space.

iv. Multi-Family Lot Type
   (a) Provide two (2) parking spaces for every unit.

n. Utility Standards

i. Storm Sewer
   (a) Mains will be constructed within the City's Public ROW.
   (b) Alley storm sewer will be designed to connect to storm mains located within the City's Public ROW.

ii. Water and wastewater services
   (a) Will be constructed within the proposed alleys for all alley loaded single-family detached and attached uses.

III. EXHIBITS

a. The following Exhibits are attached to this Agreement and are incorporated herein for all purposes:
   i. Appendix A Geometric Street Requirements Table A-1
   ii. Appendix B Street Sections
   iii. Appendix C Fencing Layout

Exhibit F

BEING 89.775 acres of land situated in the J.A. NEILL SURVEY, ABSTRACT NO. 20, Caldwell County, Texas, and being a portion of and part of a called 169.811 acres of land described in deed to SVAG Investments, LLC, a Texas Limited Liability Company, as recorded in Document Number 2021-006881 of the Official Public Records of Caldwell County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a ½ inch capped iron rod found, marked Hinkle Surveying, on the Northeast Right-of-Way line of Farm to Market Road 1322, an 80 foot Right-of-Way, and for the Northwest corner of a called 85.00 acre tract of land as described in a deed to Charles D. Spillmann and Jane Spillmann as recorded in Document Number 2016-005533 of said Official Public Records, same being the Southwest corner of said 169.811 acre tract and the of this herein described tract;

THENCE North 31 degrees 43 minutes 06 seconds West, along said Right-of-Way and the Southwest line of this tract, a distance of 2,572.95 feet to a ½ inch capped iron rod found, marked Jones Carter Prop Corner, for the Northwest corner of this therein described tract;

THENCE North 78 degrees 46 minutes 11 seconds East, crossing said 169.811 acre tract, a distance of 1,665.32 feet to a ½ inch iron rod found on the Southwest line of a called 358.536 acre tract of land as described in a deed to David V. Acevedo and Marge Margarita Acevedo as recorded in Volume 209, Page 425 of said Official Public Records, same being the Northeast line of said 169.811 acre tract, and being the Northeast corner of this herein described tract;

THENCE South 29 degrees 54 minutes 41 seconds East, along the common line of said 358.536 acre tract, a distance of 2,544.30 feet to a ½ inch capped iron rod found, marked Hinkle Surveying, for the Northeast corner of said 85.00 acre tract, and being the Southeast corner of this tract;

THENCE South 78 degrees 46 minutes 18 seconds West, along the common line of said 85.00 acre tract, a distance of 1,579.70 feet to the **POINT OF BEGINNING**, containing 89.775 acres of land, more or less.

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: June 16, 2026

AGENDA ITEM CAPTION: Approve the proposed Fiscal Year 2026-2027 Budget for Caldwell County Appraisal District (CCAD).

ORIGINATING DEPARTMENT AND CONTACT: Finance - Keeli Howard

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: According to the Texas Property Tax Code, Section 6.06, each year the chief appraiser shall prepare a proposed budget for the operations of the district for the following tax year and shall submit copies to each taxing unit participating in the district and to the district board of directors before June 15.

Shanna Ramzinski, Chief Appraiser for the Caldwell County Appraisal District will be presenting their budget for Fiscal Year 2026-2027 (FYE 2027).

PROJECT SCHEDULE (if applicable):

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

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION:

LIST OF SUPPORTING DOCUMENTS: FYE 2027 - CCAD Proposed Budget

CALDWELL COUNTY APPRAISAL DISTRICT
2027 APPRAISAL BUDGET (PROPOSED)

	PERSONNEL	2026	2027
70101	Chief Appraiser	$93,117.15	$97,773.00
70102	Deputy Chief Appraiser	$96,537.73	$101,364.62
70103	GIS Mapper/System Mgr/IT	$93,585.46	$100,000.00
70105	Senior Appraiser III	$59,612.45	$70,733.00
70106	Senior Appraiser I	$71,922.78	$72,642.00
70107	Senior Appraiser II	$66,771.81	$72,485.00
70108	Field Appraiser VI	$43,260.00	$51,230.00
70109	Field Appraiser III	$63,800.00	$70,733.00
70111	Administrative Asst.	$77,503.00	$81,378.00
70112	Data Entry Technician I	$50,078.86	$56,135.00
70113	Appraisal Support Tech	$58,229.67	$62,310.00
70114	Appraisal Support Clerk	$41,327.22	$46,000.00
70115	Data Entry Technician II	$36,750.00	$42,000.00
70120	Field Appraiser IV	$50,675.03	$62,500.00
70121	Field Appraiser V	$43,260.00	$51,230.00
70130	Part Time	$0.00	$40,000.00
70135	Payroll Contingency	$10,500.00	$10,500.00
70136	Annual Longevity Compensation	$12,250.00	$12,750.00
	SUBTOTAL	**969,181.16**	**1,101,763.62**
	DEDUCTIONS/BENEFITS		
71000	Payroll Tax	$81,000.00	$93,000.00
71002	Retirement/employer	$121,000.00	$149,000.00
71004	Health Benefits	$175,000.00	$196,000.00
71005	Worker Comp	$4,200.00	$4,200.00
71006	Unemployment	$4,000.00	$4,000.00
	SUBTOTAL	**385,200.00**	**446,200.00**
	SERVICES		
72000	Appr Engineers	$92,000.00	$92,000.00
72001	Appr Review Bd	$30,000.00	$30,000.00
72002	Audit	$9,300.00	$9,300.00
72003	Board of Directors	$3,500.00	$3,500.00
72004	Data Processing Services	$159,400.00	$149,900.00
72007	Janitorial Service	$6,600.00	$7,350.00
72008	Legal	$35,000.00	$60,000.00
72009	Title Research	$0.00	$0.00
72010	Aerial Imagery	$98,000.00	$98,000.00
72011	Homestead Exemption Analysis	$45,000.00	$45,000.00
	SUBTOTAL	**478,800.00**	**495,050.00**

	GENERAL EXPENSES	2026	2027
72500	Bond - Chief - Notary	$250.00	$250.00
72501	Membership/Dues	$4,300.00	$4,600.00
72502	Computer Supplies	$7,600.00	$6,100.00
72504	Education & Fees	$18,975.00	$18,975.00
72505	Insurance - Liability	$4,500.00	$6,700.00
72506	Insurance Building/ Equip - Contents	$9,000.00	$9,000.00
72507	Legal Notices/Printing	$28,500.00	$29,000.00
72508	Maint - Hardware/Equip	$9,000.00	$9,000.00
72509	Maint - Office Equip	$1,000.00	$1,000.00
72510	Mileage & Travel	$10,500.00	$10,500.00
72511	Office Supplies	$9,000.00	$9,500.00
72512	Postage	$48,800.00	$48,800.00
72513	Postage Meter/Box Rental	$6,000.00	$6,000.00
72514	Publications Subcrip & Books	$23,100.00	$23,100.00
72515	Rental - Copier	$2,900.00	$4,000.00
72516	Electricity	$9,000.00	$9,300.00
72517	Telephone	$14,700.00	$19,900.00
72518	Water & Sewer	$4,700.00	$4,700.00
72519	Mortgage	$57,300.00	$75,000.00
72520	Building Maint	$14,500.00	$14,500.00
72523	Fuel - Vehicle	$4,600.00	$5,000.00
72524	Maint - Vehicle	$12,500.00	$10,000.00
72525	Ins - Vehicle	$3,300.00	$3,600.00
	SUBTOTAL	**304,025.00**	**328,525.00**
	CAPITAL INVESTMENTS		
79000	Office Equipment	$5,000.00	$5,000.00
79001	Computer Equipment	$32,000.00	$19,000.00
79003	Vehicle	$0.00	$40,000.00
	SUBTOTAL	**37,000.00**	**64,000.00**
	CONTINGENCY		
79002	Building Expense	$10,000.00	$10,000.00
79990	Contingency	$10,000.00	$10,000.00
	SUBTOTAL	**20,000.00**	**20,000.00**
	TOTAL EXPENSES	**2,194,206.16**	**2,455,538.62**

2027 APPRAISAL BUDGET ALLOCATION

Caldwell County Appraisal District PROPOSED Budget

ENTITIES	2025 TAX LEVY	RATIO %	2027 BUDGET	ASSESSMENT
CITY OF LOCKHART	$10,141,629.50	9.612%	$2,455,538.62	$236,016.73
CITY OF LULING	$1,988,046.57	1.884%	$2,455,538.62	$46,265.96
CITY OF MARTINDALE	$407,738.85	0.386%	$2,455,538.62	$9,488.93
CITY OF MUSTANG RIDGE	$175,830.53	0.167%	$2,455,538.62	$4,091.94
CITY OF NIEDERWALD	$83,726.99	0.079%	$2,455,538.62	$1,948.50
CITY OF UHLAND	$64,686.41	0.061%	$2,455,538.62	$1,505.39
CALDWELL-HAYS ESD1	$1,272,195.36	1.206%	$2,455,538.62	$29,606.62
CALDWELL CO ESD #2	$434,535.99	0.412%	$2,455,538.62	$10,112.55
CALDWELL CO ESD #3	$267,291.53	0.253%	$2,455,538.62	$6,220.43
CALDWELL CO ESD #4	$297,401.03	0.282%	$2,455,538.62	$6,921.14
CALDWELL CO ESD #5	$6,563,187.27	6.220%	$2,455,538.62	$152,738.97
CALDWELL CO MUD #2	$726,065.46	0.688%	$2,455,538.62	$16,897.05
CALDWELL CO MUD #7	$467.32	0.000%	$2,455,538.62	$10.88
CALDWELL CO MUD #9	$425.35	0.000%	$2,455,538.62	$9.90
BOLLINGER MUD	$77,104.28	0.073%	$2,455,538.62	$1,794.38
LADERA MUD	$23,426.80	0.022%	$2,455,538.62	$545.19
LANTANA MUD	$39,081.10	0.037%	$2,455,538.62	$909.50
CENTEX DRAINAGE DISTRICT	$91,196.72	0.086%	$2,455,538.62	$2,122.34
CALDWELL COUNTY	$28,350,801.79	26.869%	$2,455,538.62	$659,781.90
LOCKHART ISD	$35,125,913.48	33.290%	$2,455,538.62	$817,452.79
LULING ISD	$5,753,178.20	5.453%	$2,455,538.62	$133,888.38
PRAIRIE LEA ISD	$1,935,862.73	1.835%	$2,455,538.62	$45,051.54
GONZALES COUNTY UWD	$9,051.05	0.009%	$2,455,538.62	$210.64
PLUM CREEK CONS DIST	$526,619.79	0.499%	$2,455,538.62	$12,255.53
PLUM CREEK UNDERGROUND	$656,997.46	0.623%	$2,455,538.62	$15,289.69
CITY OF SAN MARCOS	$338,162.87	0.320%	$2,455,538.62	$7,869.75
GONZALES ISD	$544,299.14	0.516%	$2,455,538.62	$12,666.97
HAYS ISD	$1,717,036.04	1.627%	$2,455,538.62	$39,958.99
SAN MARCOS ISD	$2,668,606.94	2.529%	$2,455,538.62	$62,104.01
WAELDER ISD	$321,801.75	0.305%	$2,455,538.62	$7,488.99
AUSTIN COMMUNITY COLLEGE	$4,912,027.10	4.655%	$2,455,538.62	$114,313.05
TOTALS	$105,514,395.40	100.00%	$2,455,538.62	$2,455,538.62

CALDWELL COUNTY APPRAISAL DISTRICT
2027 COLLECTION BUDGET (PROPOSED)

	PERSONNEL	2026	2027
90-70101	Chief Appraiser	$62,074.85	$65,178.59
90-70120	Deputy Tax Collector	$96,537.73	$101,364.62
90-70121	Collections Specialist I	$55,747.78	$61,321.00
90-70122	Public Assist II	$39,655.00	$43,620.50
90-70126	Public Assist I	$43,030.19	$48,000.00
90-70130	Part time	$0.00	$0.00
90-70135	Payroll contingency	$3,200.00	$3,500.00
90-70136	Annual Longevity Compensation	$3,000.00	$3,250.00
	SUBTOTAL	**$303,245.55**	**$326,234.71**

	DEDUCTIONS/BENEFITS		
90-71000	Payroll Tax	$24,000.00	$27,000.00
90-71002	Retirement/employer	$38,000.00	$44,000.00
90-71004	Health benefits	$48,900.00	$48,900.00
90-71005	Worker comp	$1,300.00	$1,500.00
90-71006	Unemployment	$3,375.00	$3,375.00
	SUBTOTAL	**$115,575.00**	**$124,775.00**

	SERVICES		
90-72002	Audit	$2,800.00	$2,800.00
90-72004	Data Processing Services	$36,500.00	$39,500.00
90-72005	County employee contract	$24,000.00	$26,000.00
90-72007	Janitorial service	$2,500.00	$2,500.00
90-72008	Legal	$2,500.00	$2,500.00
90-72011	Security	$2,000.00	$2,600.00
	SERVICES	**$70,300.00**	**$75,900.00**

	GENERAL EXPENSES		
90-72500	Bond - Chief - Notary	$250.00	$250.00
90-72501	Membership/Dues	$1,100.00	$1,500.00
90-72502	Computer supplies	$2,300.00	$2,300.00
90-72504	Education & fees	$7,000.00	$7,000.00
90-72505	Insurance - liability	$1,500.00	$1,500.00
90-72506	Insurance Building/Equip - contents	$1,850.00	$2,100.00
90-72507	Legal notices/printing	$17,000.00	$17,000.00
90-72508	Maint - hardware/equip	$3,600.00	$3,600.00
90-72509	Maint - office equip	$2,500.00	$3,000.00
90-72510	Mileage & travel	$5,100.00	$5,100.00
90-72511	Office supplies	$5,000.00	$5,500.00
90-72512	Postage	$21,000.00	$21,000.00
90-72513	Postage meter/Box rental	$2,000.00	$2,200.00
90-72515	Rental - copier	$1,800.00	$2,000.00
90-72516	Electricity	$3,000.00	$3,500.00
90-72517	Telephone	$4,300.00	$5,500.00
90-72518	Water & sewer	$1,500.00	$1,700.00
90-72519	Mortgage	$17,200.00	$22,500.00
90-72520	Building Maint	$4,000.00	$4,000.00
	SUBTOTAL	**$102,000.00**	**$111,250.00**

	CAPITAL INVESTMENTS		
90-79000	Office equipment	$2,000.00	$2,000.00
90-79001	Computer Equipment	$12,900.00	$8,200.00
	SUBTOTAL	**$14,900.00**	**$10,200.00**

	CONTINGENCY		
90-79002	Building Expense	$6,000.00	$6,000.00
90-79990	Contingency	$5,000.00	$5,000.00
	SUBTOTAL	**$11,000.00**	**$11,000.00**
	TOTAL EXPENSES	**$617,020.55**	**$659,359.71**

2027 COLLECTION BUDGET ALLOCATION

Caldwell County Appraisal District PROPOSED Budget

ENTITIES	2025 TAX LEVY	RATIO %	2027 BUDGET	ASSESSMENT
CITY OF LOCKHART	$10,141,629.50	10.021%	$659,359.71	$66,073.05
CITY OF LULING	$2,027,604.26	2.003%	$659,359.71	$13,209.91
CITY OF MARTINDALE	$407,738.85	0.403%	$659,359.71	$2,656.43
CITY OF MUSTANG RIDGE	$175,830.53	0.174%	$659,359.71	$1,145.54
CITY OF NIEDERWALD	$83,726.99	0.083%	$659,359.71	$545.48
CITY OF UHLAND	$64,686.41	0.064%	$659,359.71	$421.43
CALDWELL-HAYS ESD1	$1,272,195.36	1.257%	$659,359.71	$8,288.40
CALDWELL CO ESD #2	$434,535.99	0.429%	$659,359.71	$2,831.02
CALDWELL CO ESD #3	$267,291.53	0.264%	$659,359.71	$1,741.41
CALDWELL CO ESD #4	$297,401.03	0.294%	$659,359.71	$1,937.58
CALDWELL CO ESD #5	$6,563,187.27	6.485%	$659,359.71	$42,759.38
CALDWELL CO MUD #2	$726,065.46	0.717%	$659,359.71	$4,730.34
CALDWELL CO MUD #7	$467.32	0.000%	$659,359.71	$3.04
CALDWELL CO MUD #9	$425.35	0.000%	$659,359.71	$2.77
BOLLINGER MUD	$77,104.28	0.076%	$659,359.71	$502.34
LADERA MUD	$23,426.80	0.023%	$659,359.71	$152.63
CALDWELL COUNTY	$28,350,801.79	28.013%	$659,359.71	$184,706.42
LOCKHART ISD	$35,125,913.48	34.707%	$659,359.71	$228,846.49
LULING ISD	$6,693,905.28	6.614%	$659,359.71	$43,611.02
PRAIRIE LEA ISD	$2,367,252.94	2.339%	$659,359.71	$15,422.73
GONZALES COUNTY UWD	$9,051.05	0.009%	$659,359.71	$58.97
PLUM CREEK CONS DIST	$526,619.79	0.520%	$659,359.71	$3,430.95
PLUM CREEK UWD	$656,997.46	0.649%	$659,359.71	$4,280.36
AUSTIN COMMUNITY COLLEGE	$4,912,027.10	4.853%	$659,359.71	$32,002.02
TOTALS	$101,205,885.82	100.00%	$659,359.71	$659,359.71

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: June 16, 2026

AGENDA ITEM CAPTION: Approve the proposed Fiscal Year 2026-2027 Budget for Guadalupe-Blanco River Authority (GBRA) for the Lockhart Water and Wastewater Treatment Plants

ORIGINATING DEPARTMENT AND CONTACT: Finance - Keeli Howard

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: Annually, representatives from GBRA present their proposed Water and Wastewater Budget for the upcoming fiscal year to City Council for the operations and maintenance of the Lockhart Water and Wastewater Treatment Plants.

If approved, the GBRA's Proposed Budgets for Fiscal Year 2026-2027 will be incorporated in the City of Lockhart's Proposed Annual Budget for Fiscal Year 2026-2027.

PROJECT SCHEDULE (if applicable):

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

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION:

LIST OF SUPPORTING DOCUMENTS: 130 LOCKHART WWTP, 131 LOCKHART WTP



LOCKHART WASTEWATER RECLAMATION SYSTEM

WORK PLAN AND BUDGET

Fiscal Year Ending August 31, 2027

Submitted by Guadalupe-Blanco River Authority
per contractual obligation date of
July 1, 2026

Lockhart Division
Lockhart Wastewater Reclamation System
Operating Plan for Fiscal Year Ending 8/31/27

BACKGROUND

After signing a contract with the City of Lockhart in 1994, GBRA assumed the operation of the City's 1.1 million gallons per day (MGD) Larremore Street wastewater treatment plant. Subsequently in 1999, the new 1.5 MGD FM20 plant commenced operation increasing the City's combined wastewater treatment capacity to 2.6 MGD. The contract between the City of Lockhart and GBRA provides that GBRA will bill the City the actual cost of operating the two plants. As a result, revenue is matched to expenses and GBRA does not over-recover nor under-recover the cost of operating the System.

The System is operated by a Chief Operator and seven operators dividing their time between the Lockhart water and wastewater plants. Serving as facilitators to the team will be the Hays/Caldwell/Guadalupe Division Manager. Additional support will be received from the Seguin and New Braunfels offices in the form of engineering, electrical, purchasing, and administrative functions.

REVENUE SOURCES AND TRENDS

The following Work Plan and Budget is based on the two Lockhart Wastewater Treatment Plants treating an estimated sewage flow of 413.258 million gallons annually or 1.13 million gallons per day (MGD). For Fiscal Year 2027, the flow will be split with approximately 0.36 MGD treated by the Larremore Plant and 0.773 MGD treated by the FM 20 Plant. Revenue to treat this amount of waste has generally trended upward over the last several years coincident with increased flows to the plant and inflationary increases in plant operating costs. The budgeted FY 2027 total revenue for the Lockhart Wastewater System is $2,097,466, which is $130,304 or 5.2% more than last year's budget.

MAJOR OPERATING AND MAINTENANCE EXPENDITURES

The combined operating expenditure budget for FY 2027 amounts to $2,097,466. Significant operating expenses budgeted for Fiscal Year 2027 include biosolids disposal in the amount of $360,376, power and utilities of $301,136, laboratory testing and expenses of $80,136. Significant maintenance expenditures budgeted for Fiscal Year 2027 include Scada projects.

In order to meet public service needs through motivated employees, provide advanced training, and maintain and upgrade occupational licenses, personnel will attend courses provided by various approved sources. The approved sources for the courses are Texas Engineering Extension Service and Texas Water Utility Association. Plant personnel will also conduct in-house training in team building skills, confined space rescue, hazard communication, electrical safety and maintenance, first aid, and CPR. Other training will include computer software and personal development seminars.

Scada projects in the amount of $75,000 are budgeted for capital addition items for FY 2027.

FUND BALANCE

Funds for the above listed maintenance projects as well as all of the other operating expenditures that are summarized in the following pages will be provided from revenues from the City of Lockhart. Since this system represents a contract operation in which GBRA does not over-recover nor under-recover its costs, the net change in fund balance for FY 2027 is $0.

Guadalupe-Blanco River Authority
Work Plan & Budget
Fiscal Year Ending August 31, 2027

130 - Lockhart WWTP
Department *

		FY 2026 BUDGET	FY 2027 BUDGET	FY 2027-2026 DIFFERENCE
	OPERATING BUDGET			
	OPERATING REVENUES			
	Wastewater Treatment			
41201	WW-OPR & MAINTENANCE	1,838,152	1,945,335	107,183
41202	WW-ADMINISTRATIVE & GENERAL	156,010	152,131	(3,879)
41207	WW-CREDIT TO CUSTOMER	(600,000)	(200,000)	400,000
	Total Wastewater Treatment	**1,394,162**	**1,897,466**	**503,304**
	Retail Wastewater			
42452	WASTEWATER-SEPTIC HAULERS	600,000	200,000	(400,000)
	Total Retail Wastewater	**600,000**	**200,000**	**(400,000)**
	Total Operating Revenue	**1,994,162**	**2,097,466**	**103,304**
	OPERATING EXPENSES			
	Salaries			
51101	LBR-REGULAR WAGES	451,635	443,287	(8,348)
51102	LBR-OVERTIME	21,121	17,716	(3,405)
	Total Salaries	**472,756**	**461,003**	**(11,753)**
	Benefits			
51298	BEN-BENEFIT ALLOCATION	191,466	186,706	(4,760)
	Total Benefits	**191,466**	**186,706**	**(4,760)**
	Operating Supplies & Services			
52101	OPR-POWER & UTILITIES	274,790	301,136	26,346
52102	OPR-AUXILIARY POWER EXPENSE	5,000	5,500	500
52103	OPR-CHEMICALS	54,566	57,497	2,931
52110	OPR-SMALL TOOLS AND SUPPLIES	4,000	6,000	2,000
52113	OPR-LAB SUPPLIES	22,273	18,751	(3,522)
52114	OPR-LABORATORY SERVICES-GBRA	43,951	44,880	929
52115	OPR-LABORATORY SERVICES-OUTSOURCED	11,490	16,505	5,015
52118	OPR-DISPOSAL SERVICES	301,856	360,376	58,520
52120	OPR-UNIFORMS/BUSINESS ATTIRE	6,750	6,750	-

		FY 2026 BUDGET	FY 2027 BUDGET	FY 2027-2026 DIFFERENCE
52121	OPR-SAFETY & EMERGENCY EXPENSE	3,825	4,300	475
52124	OPR-EQUIPMENT EXPENSE	6,700	7,500	800
52125	OPR-VEHICLE EXPENSE	5,570	5,900	330
52133	OPR-SCADA	1,700	13,661	11,961
	Total Operating Supplies & Services	**742,471**	**848,756**	**106,285**
	Professional Services and Fees			
52205	OPR-PROFESSIONAL SERVICES-OTHER	4,840	5,880	1,040
52216	OPR-REGULATORY FEES	22,000	25,000	3,000
52222	OPR-MEMBERSHIPS & PUBLICATIONS	700	360	(340)
52223	OPR-LICENSE & TRAINING	3,744	3,114	(630)
52224	OPR-TRAVEL & MEETINGS	6,000	6,000	-
	Total Professional Services and Fees	**37,284**	**40,354**	**3,070**
	Office Expenses			
52301	OPR-OFFICE SUPPLIES	4,400	4,400	-
52302	OPR-COMPUTER & SOFTWARE EXPENSE	14,020	21,774	7,754
52303	OPR-WIDE AREA NETWORK EXPENSE	10,020	10,980	960
52306	OPR-DATA & PHONE EXPENSE	8,928	8,980	52
52331	OPR-JANITORIAL SUPPLIES AND SERVICE	1,500	1,500	-
	Total Office Expenses	**38,868**	**47,634**	**8,766**
	Other Operating Expenses			
52420	OPR-INSURANCE EXPENSE	36,484	41,935	5,451
52430	OPR-MISC EXPENSE	200	200	-
	Total Other Operating Expenses	**36,684**	**42,135**	**5,451**
	SUBTOTAL OF OPERATIONAL EXPENSES	**1,519,529**	**1,626,588**	**107,059**
	Maintenance and Repair Equipment			
53101	M&R-EQUIPMENT	28,000	29,350	1,350
53110	M&R-CONTROL SYSTEMS	97,197	89,697	(7,500)
53115	M&R-METERS	1,500	2,000	500
	Total Maintenance and Repair Equipment	**126,697**	**121,047**	**(5,650)**
	Structures			
53201	M&R-BUILDING	16,176	1,200	(14,976)
53205	M&R-PUMPS AND MOTORS	10,000	11,000	1,000
53210	M&R-GATES AND VALVES	2,250	3,000	750
53220	M&R-CLARIFIERS	18,000	28,000	10,000
53237	M&R UV SYSTEM	60,000	60,000	-
	Total Structures	**106,426**	**103,200**	**(3,226)**
	Other Maintenance & Repairs			
	53310 M&R-GROUNDS/ROW	13,500	13,500	-

		FY 2026 BUDGET	FY 2027 BUDGET	FY 2027-2026 DIFFERENCE
53325	M&R-GENERAL MAINTENANCE	11,000	6,000	(5,000)
	Total Other Maintenance & Repairs	**24,500**	**19,500**	**(5,000)**
	SUBTOTAL OF M&R EXPENSES	**257,623**	**243,747**	**(13,876)**
	Administrative & General			
54100	ADMINISTRATIVE & GENERAL	156,010	152,131	(3,879)
	Total Administrative & General	**156,010**	**152,131**	**(3,879)**
	Capital Expenses			
55001	CUSTOMER-OWNED CAPITAL EXPENSE	61,000	75,000	14,000
	Total Capital Expenses	**61,000**	**75,000**	**14,000**
	TOTAL OPERATING AND M&R EXPENSES	**1,994,162**	**2,097,466**	**103,304**
	Net Operating Income	**-**	**-**	**-**
	Net Change in Fund Balance	**-**	**-**	**-**



LOCKHART WATER TREATMENT PLANT SYSTEM

WORK PLAN AND BUDGET

Fiscal Year Ending August 31, 2027

Submitted by Guadalupe-Blanco River Authority
per contractual obligation date of
July 1, 2026

Lockhart Division
Lockhart Water Treatment Plant System
Operating Plan for Fiscal Year ending 8/31/27

BACKGROUND

GBRA entered into a contract in September 2000 with the City of Lockhart to operate its wells and 4 million gallon per day (mgd) water treatment plant beginning October 1, 2000 in addition to the operation of two wastewater treatment facilities for the City. The System is operated by a Chief Operator and seven operators dividing their time between the Lockhart water and wastewater plants. Serving as facilitators to the Lockhart Operations team are the Division Manager-Hays/Caldwell/Guadalupe Counties. Additional support will be received from the Seguin and New Braunfels office in the form of engineering, electrical, purchasing and administrative functions.

REVENUE SOURCES AND TRENDS

GBRA provides the operation of the City's 4.0 million gallons per day (MGD) groundwater treatment plant and water wells. The contract provides that GBRA does not over-recover nor under-recover the costs of operating the System.

The following Work Plan and Budget is based on operating and maintaining the Lockhart Water Treatment Plant, booster station and seven water wells. The projected water production of the plant and seven wells for FY 2027 is 315.42MG or 0.86MGD. However, the total water needs for the City from all sources is estimated to be approximately 710.553MG. The differential or additional water required by the City of Lockhart will be supplied by the GBRA surface water treatment plant located in Luling and delivered through the Luling/Lockhart Treated Water Delivery System. Lockhart will also be receiving water from the Carrizo Water Treatment Plant located in Rosanky and delivered through the Alliance Project Delivery System. The budgeted FY 2027 operating revenue for the Lockhart Water Treatment Plant System is $1,373,533 which is $211,149 or 18.2% more than last year's budget and is based on a total estimated annual water treatment of 315,420,000 gallons or 315.42MG. As described in the previous paragraph, the Lockhart WTP System is a cost-of-service operation and any year-over-year change in revenue is in a direct relationship to the changes in operating expenditures and capital improvements, for that year.

MAJOR OPERATING AND MAINTENANCE EXPENDITURES

Due to the nature of the GBRA and City of Lockhart contract, the operating expenditure budget for FY 2027 replicates the revenue budget and therefore also amounts to $1,373,533. Two of the major operating expenses for the ensuing fiscal year are power and chemicals. Chlorine, liquid ammonium sulfate (LAS), orthophosphate, and fluoride are the primary chemicals required at the water treatment plant in order to properly treat and maintain the water quality in accordance with Texas Commission on Environmental Quality (TCEQ) requirements. Chlorine and LAS are used together as a disinfectant for the water. Orthophosphate is used as a corrosion inhibitor and as such, protects the City's distribution system and assures the delivery of high-quality water. The total chemical budget for FY 2027 is $88,574. Power will also be a major expense for the upcoming year amounting to $82,866. The maintenance expenses include the replacement of air release vaults on the 14 inch CSC Raw line.

Scada projects in the amount of $75,000 are budgeted for capital addition items for FY 2027.

In order to meet public service needs through motivated employees, provide advanced training, and maintain and upgrade occupational licenses, personnel will attend courses provided by various approved sources. The approved sources for the courses are Texas Engineering Extension Service and Texas Water Utility Association. Plant personnel will also conduct in-house training in team building skills, confined space rescue, hazard communication, electrical safety and maintenance, first aid, and CPR. Other training will include computer software and personal development seminars.

FUND BALANCE

Funds for the above listed maintenance projects as well as all of the other operating expenditures that are summarized in the following pages will be provided from revenues from the City of Lockhart. Since this division represents a contract operation in which GBRA does not over-recover nor under-recover its costs, the net change in fund balance for FY 2027 is $0.

Guadalupe-Blanco River Authority
Work Plan & Budget
Fiscal Year Ending August 31, 2027

131 - Lockhart WTP
Department *

		FY 2026 BUDGET	FY 2027 BUDGET	FY 2027-2026 DIFFERENCE
	OPERATING BUDGET			
	OPERATING REVENUES			
	Water Treatment			
41101	PLANT O&M	1,054,017	1,257,564	203,547
41102	PLANT A&G	108,367	115,969	7,602
	Total Water Treatment	**1,162,384**	**1,373,533**	**211,149**
	Total Operating Revenue	**1,162,384**	**1,373,533**	**211,149**
	OPERATING EXPENSES			
	Salaries			
51101	LBR-REGULAR WAGES	312,861	337,542	24,681
51102	LBR-OVERTIME	15,525	13,880	(1,645)
	Total Salaries	**328,386**	**351,422**	**23,036**
	Benefits			
51298	BEN-BENEFIT ALLOCATION	132,996	142,326	9,330
	Total Benefits	**132,996**	**142,326**	**9,330**
	Operating Supplies & Services			
52101	OPR-POWER & UTILITIES	53,152	82,866	29,714
52102	OPR-AUXILIARY POWER EXPENSE	-	3,500	3,500
52103	OPR-CHEMICALS	73,857	88,574	14,717
52110	OPR-SMALL TOOLS AND SUPPLIES	3,000	3,500	500
52113	OPR-LAB SUPPLIES	24,866	28,115	3,249
52114	OPR-LABORATORY SERVICES-GBRA	5,134	300	(4,834)
52115	OPR-LABORATORY SERVICES-OUTSOURCED	6,099	13,139	7,040
52120	OPR-UNIFORMS/BUSINESS ATTIRE	6,750	6,750	-
52121	OPR-SAFETY & EMERGENCY EXPENSE	2,060	2,560	500
52123	OPR-EQUIPMENT RENTAL	1,500	1,500	-
52124	OPR-EQUIPMENT EXPENSE	300	500	200
52125	OPR-VEHICLE EXPENSE	5,570	5,900	330
52133	OPR-SCADA	6,900	2,400	(4,500)
	Total Operating Supplies & Services	**189,188**	**239,604**	**50,416**

		FY 2026 BUDGET	FY 2027 BUDGET	FY 2027-2026 DIFFERENCE
	Professional Services and Fees			
52205	OPR-PROFESSIONAL SERVICES-OTHER	5,455	8,530	3,075
52216	OPR-REGULATORY FEES	12,200	15,000	2,800
52222	OPR-MEMBERSHIPS & PUBLICATIONS	560	360	(200)
52223	OPR-LICENSE & TRAINING	3,944	3,564	(380)
52224	OPR-TRAVEL & MEETINGS	2,500	2,500	-
	Total Professional Services and Fees	**24,659**	**29,954**	**5,295**
	Office Expenses			
52301	OPR-OFFICE SUPPLIES	750	750	-
52302	OPR-COMPUTER & SOFTWARE EXPENSE	13,150	14,087	937
52303	OPR-WIDE AREA NETWORK EXPENSE	4,320	5,280	960
52306	OPR-DATA & PHONE EXPENSE	9,611	10,080	469
52331	OPR-JANITORIAL SUPPLIES AND SERVICE	500	1,000	500
	Total Office Expenses	**28,331**	**31,197**	**2,866**
	Other Operating Expenses			
52420	OPR-INSURANCE EXPENSE	25,879	29,161	3,282
52430	OPR-MISC EXPENSE	200	200	-
	Total Other Operating Expenses	**26,079**	**29,361**	**3,282**
	SUBTOTAL OF OPERATIONAL EXPENSES	**729,639**	**823,864**	**94,225**
	Maintenance and Repair Equipment			
53101	M&R-EQUIPMENT	37,100	27,800	(9,300)
53110	M&R-CONTROL SYSTEMS	12,500	7,000	(5,500)
53115	M&R-METERS	17,500	26,500	9,000
	Total Maintenance and Repair Equipment	**67,100**	**61,300**	**(5,800)**
	Structures			
53201	M&R-BUILDING	2,378	1,900	(478)
53205	M&R-PUMPS AND MOTORS	22,000	85,000	63,000
53210	M&R-GATES AND VALVES	3,900	11,500	7,600
53235	M&R-TRANSMISSION LINES	25,000	55,000	30,000
	Total Structures	**53,278**	**153,400**	**100,122**
	Other Maintenance & Repairs			
53302	M&R-WELLS	125,000	125,000	-
53310	M&R-GROUNDS/ROW	13,500	13,500	-
53325	M&R-GENERAL MAINTENANCE	4,500	5,500	1,000
	Total Other Maintenance & Repairs	**143,000**	**144,000**	**1,000**
	SUBTOTAL OF M&R EXPENSES	**263,378**	**358,700**	**95,322**

		FY 2026 BUDGET	FY 2027 BUDGET	FY 2027-2026 DIFFERENCE
	Administrative & General			
54100	ADMINISTRATIVE & GENERAL	108,367	115,969	7,602
	Total Administrative & General	**108,367**	**115,969**	**7,602**
	Capital Expenses			
55001	CUSTOMER-OWNED CAPITAL EXPENSE	61,000	75,000	14,000
	Total Capital Expenses	**61,000**	**75,000**	**14,000**
	TOTAL OPERATING AND M&R EXPENSES	**1,162,384**	**1,373,533**	**211,149**
	Net Operating Income	**-**	**-**	**-**
	Net Change in Fund Balance	**-**	**-**	**-**

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: June 16, 2026

AGENDA ITEM CAPTION: Approve Resolution No. 2026-26 ratifying and approving Change Orders for the Fire Station No. 1 Renovation Project and authorizing the expenditure of contingency funds established under the Guaranteed Maximum Price (GMP) contract with D. Wilson Construction Co.

ORIGINATING DEPARTMENT AND CONTACT: Fire - Randy Jenkins

ACTION REQUESTED: Change Order

BACKGROUND/SUMMARY/DISCUSSION:

On September 17, 2024, the City Council authorized the selection of D. Wilson Construction Co. as the Construction Manager-at-Risk (CMAR) and Studio Steinbomer to provide architectural and engineering services for the Fire Station No. 1 renovation project. The City Council subsequently approved Resolution 2025-26 on August 19, 2025, authorizing execution of the Guaranteed Maximum Price (GMP) amendment in the amount of $2,441,745.

As construction has progressed and existing conditions have been uncovered, several Potential Change Orders (PCOs) have been identified and reviewed by the project team. The requested change orders address unforeseen field conditions, utility and infrastructure modifications, window and waterproofing adjustments, electrical upgrades, plumbing improvements, HVAC modifications, communications infrastructure, and other construction-related items necessary to complete the renovation project.

The GMP established an owner's contingency allowance of $221,977 for project-related changes and unforeseen conditions. The total amount of the requested change orders is $197,947.35, all of which will be funded from the contingency allowance. If approved, the remaining contingency balance will be $24,029.65.

Several of the requested change orders were previously approved administratively in accordance with the City's adopted Purchasing Policy and are presented for ratification. Staff anticipates that additional change orders may be necessary for extended general conditions and builder's risk insurance associated with the extended construction schedule.

PROJECT SCHEDULE (if applicable):

Estimated Fire Station No. 1 renovation completion is September 2026.

AMOUNT & SOURCE OF FUNDING:

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

Funds Required:
Account Number:
Funds Available:
Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

Previously on March 18, 2025, the City Council provided guidance for the base scope of work to include demolition, life safety systems, electrical, plumbing, drywall, flooring, HVAC, paint, appliances, diesel exhaust system, acoustic ceiling, framing, casework, repointing masonry, shower, overhead doors, replacement windows, signage, and exterior painting.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION:

Staff recommends the approval of the Potential Change Orders (PCO's) as presented.

LIST OF SUPPORTING DOCUMENTS: 24-228 Lockhart Fire Station - PCO Tracking Log 6.1.2026, Buy Out Log 5.22.2026, Resolution 2026-26 Fire Station #1 Remodel Potential Change Orders 6-16-26 Summary

D. WILSON CONSTRUCTION CO.

PCO TRACKING LOG

24-228 Lockhart Fire Station

PCO No.	Date Initiated	Priority	Status	DESCRIPTION OF PCO	Amount
1	12/16/2025		Approved	Water Supply for Appliannces	$15,840.00
2	1/16/206		Approved	Additional Demo	$6,250.00
3	1/16/2026		Approved	Water Proofing Ar	$10,000.00
4	1/16/2026		Approved	Parge Window Open	$6,825.00
5	1/16/2026		Approved	Demo and Replace	$11,400.00
8	1/30/2026		Approved	Lockhart Electrical Charge	$27,421.00
13	1/20/2026		Approved	Adjust Final Budget for Window Costs after Demo to verify all existing conditions and sizes.	$27,548.00
14R	3/24/2026		Approved	Plumbing First Floor/UG	$13,248.00
16	3/19/2026		Approved	Add Data and Comm.UG	$7,278.00
17	3/19/2026		Approved	Stairwell lighting	$1,868.00
18	3/25/2026		Approved	Flooring Changes	$746.35
19	3/27/2026		Approved	Missing HVAC Grill	$350.00
20	3/27/2026		Approved	Plaster patching damaged areas	$3,300.00
21	3/30/2026		Approved	Waterproofing Credit	($5,000.00)
22	4/20/2026		Approved	1st Floor Restroom Walls	$2,600.00
23	4/21/2026		Approved	Sanitary Line Replacement	$7,700.00
24	4/27/2026		Approved	Tower Cable and Tie Downs	$7,300.00
26	5/13/2026		Approved	Added Frames, Doors, and Hardware	$18,193.00
27	5/22/2026		Approved	Fire Alarm Monitoring (Cellular)	$2,280.00
28	5/26/2026		Approved	New Carrier and Rudd AHU Systems	$32,800.00
			Draft	Additional general Conditions & Supervision (3 months)	$69,866.16
			Draft	Builder's Risk insurance (extended Coverage)	$1,830.00

Total PCOs Amount:	$269,643.51
Contingency:	$221,977.00
Buy Out Savings:	$348,998.00
Total PCO's minus Contingency + Buy Out Savings:	$301,331.49

Spec Section Package	Item Description	Subcontractor/Supplier	TopSheets GMP Budget - AS BID	L Bought Value	M Buy Saving Variance (K-L)	Subcontractor (Y or N)	O Bidder 2	Bidder 3	P SCOPE SUBCONTRACT WRITTEN
	Div 1 - General Requirements								
	Landscape repairs		$ -	6,750	$ (6,750)	DWCC			In Progress
	Final Cleaning Contract		$ -	14,175	$ (14,175)	DWCC			In Progress
	Barricades Closures Maintain neighbors area		$ -	7,425	$ (7,425)	DWCC			In Progress
	General Requirements		$ 39,809	39,809	$ -				
	Div 2 - Existing Conditions								
	Demolition		$ 28,550	22,450	$ 6,100	KMAC			YES
	Div 3 - Concrete				$ -				
3A	Concrete		$ 54,867	47,725	$ 7,142	DWCC			In Progress
					$ -				
	Div 4 - Masonry				$ -				
4A	Masonry		$ 173,025	151,860	$ 21,165				In Progress
	Div 5 - Metals								
	Structural Steel Fabrication	Included in Div 6 rough carpentry	$ 3,000	0	$ 3,000	DWCC			In Progress
	Balcony Railings and Screen	Included in Div 6 rough carpentry	$ 3,451	0	$ 3,451	DWCC			In Progress
	Div 6 - Wood & Plastics								
6A	Rough Carpentry		$ 40,000	37,800	$ 2,200	DWCC		Incomplete Scope	yes
	Millwork		$ 65,449	58,700	$ 6,749	Millenia	$ 63,649.00	$ 21,287.00	YES
	Div 7 - Thermal & Moisture Protection								
7A	Waterproofing and Sealants		$ 5,000	5,000	$ -			TBD after Window Sc	
					$ -		Precision	Beldon	
7C	Roofing		$ 154,172	93,812	$ 60,360	Summit Roofing	$ 104,883.00	$ 99,073.00	YES
					$ -	Includes turnkey roofing operations including all wood blocking and all roofing	No carpentry or tower	Only included TPO repair, no wood blocking, no ladders or hatch no roofing at tower	
7D	Thermal Insulation			3,873	$ (3,873)	Koala Insulation			YES
					$ -				
	Div 8 - Doors & Windows								
8A	Installation of Doors, Frames and Hdwe				$ -				
	Rollup Doors		$ 24,138	23,474	$ 664	Alamo Door			YES
8B	Doors, Frames and Hardware		$ 20,867	16,850	$ 4,017	LAForce			YES
	Interior Glazing and Storefront		$ 1,500	1,500	$ -	DWCC			In Progress
	Windows		$ 188,000	215,458	$ (27,458)	Guido			YES
					$ -				
					$ -				
	Div 9 - Finishes								
	Drywall and Acoustical		$ 217,000	193,000	$ 24,000	Tekton			yes
					$ -				
	Ceramic and Quarry Tile		$ 15,760	32,510	$ (16,750)	Reyes Floor Services			YES
					$ -	Net Savings $1640			
	Resilient and Carpet		$ 18,390	0	$ 18,390	Reyes Floor Services			YES
					$ -				
	Painting		$ 62,850	43,750	$ 19,100	D&W Painting			YES
					$ -				
	Div 10 - Specialties								
10A	Misc. Specialties		$ 4,360.00	0	$ 4,360	Interco	$ 5,350.00		YES
				Included		Package Deal			
10C	Signage (Rooms, Lettering & Marquee)		$ 5,000	5,000	$ -	?????			In Progress
					$ -	Just finished a project with them very good contractor	Rocky Duron Subcontractor is a problem and out of dallas	Third Bidders Price over $100K	
10F	Storage Specialties		$ 15,013	19,295	$ (4,282)	Interco	$ 14,600.00		YES

					$ -				
	Div 11 - Equipment								
11A	Residential Appliances		$ 29,421	29,117	$ 304	DWCC			in progress
					$ -				
	Div 12 - Furnishings								
12A	Window Treatments		$ 7,975	7,975	$ -	Longhorn blinds	No Bid	No bid	yes
					$ -				
					$ -				
	Div 21 - Fire Suppression								
21A	Fire Sprinklers		$ 61,802	59,762	$ 2,040	Skelton	$ 112,650.00	No Bid	YES
					$ -		Automatic Fire Protection		
	Div 22 - Plumbing								
	Plumbing		$ 70,694	64,800	$ 5,894	Bustamante	$ 87,250.00		YES
					$ -		Raised bid		
	Div 23 - HVAC								
	HVAC		$ 116,439	69,800	$ 46,639	Bustamante	$ 119,498.00	$ 113,237.00	YES
	VEHICLE EXHAUST			38,524	$ (38,524)	Magnegrip			yes
	T&B		$ -	0	$ -				
					$ -				
	Div 26 - Electrical								
	Electrical		$ 401,524	165,000	$ 236,524	MGI Electric	$ 167,776.00	$ 251,605.00	YES
					$ -				
	Fire Alarm		$ -	21,060	$ (21,060)	Skelton			YES
					$ -				
	Div 27 - Communications								
27A	Structured Cabling & Communications		NONE		$ -				
	Div 28 - Electronic Safety and Security (SCOPE HAS UNIT PRICES)								
28A	Electronic Safety & Security - Access Controls		NONE		$ -				
					$ -				
	Div 31 - Earthwork								
31A	Earthwork		NONE		$ -				
	Div 33 - Utilities								
33A	Site Utilities	Fire RISER to 5' out	$ 17,196	0	$ 17,196	Skelton			YES
					$ -				
	Add-On Items & Adjustments								
	Escalation Adjustment				$ -				
	Up Front Buyout				$ -				
	Software Cost (Procore)				$ -				
	Allocated Overhead				$ -				
SUBTOTAL			$ 1,845,252	$ 1,496,254	$ 348,998	Savings to date			
GENERAL CONDITIONS			$ 179,144	0	$ 179,144				
SUBTOTAL w/ GC's		GMP Ammendment Amount	$ 2,024,396	1,496,254	$ 528,142				
AGC FEES					0				
PROJECT MANAGEMENT COST					0				
PERMITS					0				
SUBTOTAL			$ 2,024,396		528,142				
BOND-INITIAL COST			$ 28,500		28,500				
ONE % BOND PREM>12 MO; PROJ TIME									
BUILDER'S RISK & Owners Protective			$ 2,219		2,219				
GENERAL LIABILITY			$ 24,293		24,293				
WARRANTY									
OWNER'S CONTINGENCY									
SUBTOTAL			$ 2,079,408		583,154				
CONTRACTOR'S CONTINGENCY			$ 221,977		221,977				
OVERHEAD & PROFIT			$ 140,360		140,641				
			$ 2,441,745		945,772	GMP Signed = $2,441,745			

RESOLUTION NO. 2026-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, RATIFYING CHANGE ORDER #2 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS #3 AND #5 WITH D. WILSON CONSTRUCTION CO. RELATED TO THE LOCKHART FIRE STATION NO. 1 REMODEL PROJECT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Lockhart, Texas entered into a public works construction agreement with D. Wilson Construction Co. on September 17, 2024 for the purpose of remodeling Fire Station No. 1 with a Guaranteed Maximum Price (GMP) of $2,441,775; and

WHEREAS, D. Wilson Construction Co. submitted to the City Change Order #1 in the amount of $27,548 on approximately January 20, 2026 and was administratively approved; and

WHEREAS, D. Wilson Construction Co. submitted to the City Change Order #2 in the amount of $50,315 on approximately January 20, 2026; and

WHEREAS, Change Order #2 was previously signed and approved on February 2, 2026; and

WHEREAS, the City Council exercises its authority pursuant to Texas Local Government Code Section 252.048 to ratify approval of Change Order #2;

WHEREAS, D. Wilson Construction Co. submitted to the City Change Order #3 in the amount of $50,561.35 on approximately March 25, 2026; and

WHEREAS, D. Wilson Construction Co. submitted to the City Change Order #4 in the amount of $16,250 on approximately March 30, 2026 and was administratively approved; and

WHEREAS, D. Wilson Construction Co. submitted to the City Change Order #5 in the amount of $53,273 on approximately May 26, 2026; and

WHEREAS, with the execution of Change Order #5, the original contingency allowance of $221,977 will have a revised value of $24,029.65; and

WHEREAS, the City Council hereby finds and determines that the adoption of this Resolution is in the best interests of the citizens of the City of Lockhart, Texas.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LOCKHART, TX:

SECTION 1: That the foregoing recitals are hereby found to be true and correct legislative findings of the City of Lockhart, Texas, and are fully incorporated into the body of this Resolution.

SECTION 2: That the City Manager's prior approval of Change Order #2 in the amount of $50,315 is retroactively approved and authorizes the City Manager to execute any and all documents necessary to complete the action.

SECTION 3: That Change Order #5 in the amount of $53,273 is authorized and authorizes the City Manager to execute any and all documents necessary to complete the action.

SECTION 4: That this Resolution shall become effective from and after its passage.

PASSED AND APPROVED by the City Council of the City of Lockhart, Texas on this 16th day of June, 2026.

_____
Lew White, Mayor

ATTEST: APPROVED AS TO FORM:

_____
Julie Bowermon, City Secretary

_____
Brad Bullock, City Attorney

studio | steinbomer ARCHITECTURE & INTERIORS

Lockhart TEXAS

D. WILSON CONSTRUCTION CO.

CONTINGENCY ADJUSTMENT AUTHORIZATION

Project:
Lockhart Fire Station #1
201 W Market St
Lockhart, TX 78644

Authorization No.: 1
Date: 1.20.2026
Architect's Project No. 2024-24

Contractor:
D. Wilson Construction Co.
1858 Grandstand
San Antonio, TX 78238

Contract Date: March 5, 2024
Contract For: Renovations

THE CONTRACT CONTINGENCY IS EXPENDED AS FOLLOWS:

Scope of Revision	Value
	$
Adjust Final Budget for Window Costs after Demo to verify all existing conditions and sizes	$ -27,548.00
	$
	$
GMP Budget = $188,000.00	$
Final Window Cost including associated Blocking $57,548.00 + 158,000.00=215,548.00	$
	$
	$
	$
	$
	$
	$
	$
TOTAL THIS CONTINGENCY ADJUSTMENT AUTHORIZATION	$ -27,548.00

Original Contingency Allowance Amount	$ 221,977.00
Previous Contingency Expenditure Authorizations	$ 0.00
The New Contingency Allowance Balance including this Authorization will be	$ 194,429.00

Notes:
1. The amount of unused Allowance Balances will be rolled into Contingency Allowance
2. Applications for Payment may include completed portions of Operations and Work contained in an executed Allowance Expenditure Authorization.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR, AND OWNER.

Architect:
Studio Steinbomer
4303 Medical Pkwy
Austin, TX 78756

Signature
Name:
Date:

Owner:
City of Lockhart, Texas
308 W. San Antonio St.
P.O. Box 239
Lockhart, Texas 78644

Signature
Name:
Date: 2/2/26

Contractor:
D. Wilson Construction Co.
1858 Grandstand
San Antonio, TX 78238

Signature
Name:
Date: 02/02/2026

studio | steinbomer
ARCHITECTURE & INTERIORS

Lockhart
TEXAS

D. WILSON
CONSTRUCTION CO

CONTINGENCY ADJUSTMENT AUTHORIZATION

Project:
Lockhart Fire Station #1
201 W Market St
Lockhart, TX 78644

Authorization No.: 2
Date: 1.20.2026
Architect's Project No. 2024-24

Contractor:
D. Wilson Construction Co.
1858 Grandstand
San Antonio, TX 78238

Contract Date: March 5, 2024
Contract For: Renovations

THE CONTRACT CONTINGENCY IS EXPENDED AS FOLLOWS:

Scope of Revision	Value
PCO #1Add water Supply and drains for Appliances	$ $-15,840.00
PCO #2 Additional Demo required due to existing conditions	$ $-6,250.00
PCO #3 Add Water Proofing scope to the project due to existing conditions at windows	$ $-10,000.00
PCO #4 Parge all Masonry openings to accommodate new windows, added scope	$ $-6,825.00
PCO #5 Demo and Replace exterior Concrete to accommodate water lines and new electric service	$ $-11,400.00
	$
	$
	$
TOTAL THIS CONTINGENCY ADJUSTMENT AUTHORIZATION	$-50,315.00

Original Contingency Allowance Amount	$ 221,977.00
Previous Contingency Expenditure Authorizations	$-27,548.00
The New Contingency Allowance Balance including this Authorization will be	$ 144,114.00

Notes:
1. The amount of unused Allowance Balances will be rolled into Contingency Allowance
2. Applications for Payment may include completed portions of Operations and Work contained in an executed Allowance Expenditure Authorization.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR, AND OWNER.

Architect:
Studio Steinbomer
4303 Medical Pkwy
Austin, TX 78756

Signature
Name:
Date:

Owner:
City of Lockhart, Texas
308 W. San Antonio St.
P.O. Box 239
Lockhart, Texas 78644

Signature
Name:
Date: 2/2/26

Contractor:
D. Wilson Construction Co.
1858 Grandstand
San Antonio, TX 78238

Signature
Name:
Date: 02/02/2026

CONTINGENCY ADJUSTMENT AUTHORIZATION

Project:
Lockhart Fire Station #1
201 W Market St
Lockhart, TX 78644

Authorization No.: 3
Date: 3.25.2026
Architect's Project No. 2024-24

Contractor:
D. Wilson Construction Co.
1858 Grandstand
San Antonio, TX 78238

Contract Date: March 5, 2024
Contract For: Renovations

THE CONTRACT CONTINGENCY IS EXPENDED AS FOLLOWS:

Scope of Revision	Value
PCO 08 - Changes to Electrical System to accommodate a future/temporary Generator with Manual Transfer switch and modifications of panels and circuiting	$-27,421.00
PCO 14R - Plumbing Modifications and upgrades for first floor	$-13,248.00
PCO 16 - Data and Comm. Conduits from Pole to second floor	$-7,278.00
PCO 17 - Add lighting at Stairwell top landings	$-1,868.00
PCO 18 - Flooring Changes	$-746.35
TOTAL THIS CONTINGENCY ADJUSTMENT AUTHORIZATION	**$-50,561.35**

Original Contingency Allowance Amount	$221,977.00
Previous Contingency Expenditure Authorizations	$-77,863.00
The New Contingency Allowance Balance including this Authorization will be	$93,552.65

Notes:
1. The amount of unused Allowance Balances will be rolled into Contingency Allowance
2. Applications for Payment may include completed portions of Operations and Work contained in an executed Allowance Expenditure Authorization.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR, AND OWNER.

Architect:
Studio Steinbomer
4303 Medical Pkwy
Austin, TX 78756

Signature
Name: Amy Bramwell
Date: 03/31/26

Owner:
City of Lockhart, Texas
308 W. San Antonio St.
P.O. Box 239
Lockhart, Texas 78644

Signature
Name:
Date:

Contractor:
D. Wilson Construction Co.
1858 Grandstand
San Antonio, TX 78238

Signature
Name: Cesar Cantu
Date:5/18/2026

CONTINGENCY ADJUSTMENT AUTHORIZATION

Project:
Lockhart Fire Station #1
201 W Market St
Lockhart, TX 78644

Authorization No.: 4
Date: 3.30.26
Architect's Project No. 2024-24

Contractor:
D. Wilson Construction Co.
1858 Grandstand
San Antonio, TX 78238

Contract Date: March 5, 2024
Contract For: Renovations

THE CONTRACT CONTINGENCY IS EXPENDED AS FOLLOWS:

Scope of Revision	Value
PCO #19 HVAC replacement Grill	$ $350.00
PCO #20 Plaster Patching	$ $3,300.00
PCO #21 Credit for Waterproofing error	$ $-5,000.00
PCO #022 1st Floor Restroom Walls	$ $2,600.00
PCO #023 Sanitary Line Replacement	$ $7,700.00
PCO #024 Tower Guide Wire	$ $7,300.00
TOTAL THIS CONTINGENCY ADJUSTMENT AUTHORIZATION	$ $16,250.00

Original Contingency Allowance Amount	$221,977.00
Previous Contingency Expenditure Authorizations	$128,424.35
The New Contingency Allowance Balance including this Authorization will be	$77,302.65

Notes:
1. The amount of unused Allowance Balances will be rolled into Contingency Allowance
2. Applications for Payment may include completed portions of Operations and Work contained in an executed Allowance Expenditure Authorization.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR, AND OWNER.

Architect:
Studio Steinbomer
4303 Medical Pkwy
Austin, TX 78756

Signature
Name: Amy Bramwell
Date: 4-30-2026

Owner:
City of Lockhart, Texas
308 W. San Antonio St.
P.O. Box 239
Lockhart, Texas 78644

Signature
Name:
Date:

Contractor:
D. Wilson Construction Co.
1858 Grandstand
San Antonio, TX 78238

Signature
Name: Cesar Cantu
Date: 5/1/2025

CONTINGENCY ADJUSTMENT AUTHORIZATION

Project:
Lockhart Fire Station #1
201 W Market St
Lockhart, TX 78644

Authorization No.: 5
Date: 5/26/2026
Architect's Project No. 2024-24

Contractor:
D. Wilson Construction Co.
1858 Grandstand
San Antonio, TX 78238

Contract Date: March 5, 2024
Contract For: Renovations

THE CONTRACT CONTINGENCY IS EXPENDED AS FOLLOWS:

Scope of Revision	Value
PCO #026 - Added Frames, Doors, and Hardware	$ 18,193.00
PCO #027 Fire Alarm Monitoring (Cellular)	$ 2,280.00
PCO #028 - New Carrier and Ruud AHU systems	$ 32,800.00
	$
	$
	$
	$
	$
	$
	$
TOTAL THIS CONTINGENCY ADJUSTMENT AUTHORIZATION	$ 53,273.00

Original Contingency Allowance Amount	$ 221,977.00
Previous Contingency Expenditure Authorizations	$ 144,674.35
The New Contingency Allowance Balance including this Authorization will be	$ 24,029.65

Notes:
1. The amount of unused Allowance Balances will be rolled into Contingency Allowance
2. Applications for Payment may include completed portions of Operations and Work contained in an executed Allowance Expenditure Authorization.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR, AND OWNER.

Architect:
Studio Steinbomer
4303 Medical Pkwy
Austin, TX 78756

Signature
Name:
Date:

Owner:
City of Lockhart, Texas
308 W. San Antonio St.
P.O. Box 239
Lockhart, Texas 78644

Signature
Name:
Date:

Contractor:
D. Wilson Construction Co.
1858 Grandstand
San Antonio, TX 78238

Signature
Name: Cesar Cantu
Date: 5/28/2026

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: June 16, 2026

AGENDA ITEM CAPTION: Accept the semi-annual report concerning the status of implementation of Chapter 31, "Impact Fees" of the Lockhart Code of Ordinances, and advise of the need to update the ordinance, land use assumptions, capital improvement plans, or impact fees.

ORIGINATING DEPARTMENT AND CONTACT: Development Services - David Fowler

ACTION REQUESTED: Direction

BACKGROUND/SUMMARY/DISCUSSION: The attached letter from the Impact Fee Advisory Committee Chair and the attached graphics detail the impact fee funds activity from the period of October 1, 2025 through March 31, 2026. While this period's fund receipts were lower than several semi-annual periods since the start of fiscal year 2023, there were few expenditures and strong interest, resulting in the fee balances having their highest levels to date.

PROJECT SCHEDULE (if applicable): The most recent Capital Improvement Plan (CIP) update was adopted May 2, 2023. An update of the CIP and impact fees will be required to commence prior to the five-year anniversary of the current CIP.

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

FISCAL NOTE (if applicable): See attached douments for details.

PREVIOUS COUNCIL ACTION: City Council last heard an update on the status of the CIP and impact fees at its December 2, 2025 meeting and recommended no further action..

COMMITTEE/BOARD/COMMISSION ACTION: The Impact Fee Advisory Committee met on May 27, 2026 and unanimously recommended acceptance of the report with no further action at this time.

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends acceptance of the report and does not recommend updating the CIP or impact fees at this time, although City Management is planning to begin studies leading to the update of the water and wastewater master plans in coming months.

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

LIST OF SUPPORTING DOCUMENTS: Spring 2026 signed committee report to CC, Spring 2026 Exhibit B, impact fee Exhibit A Spring 2026

CITY OF
Lockhart
TEXAS

(512) 398-3461
P.O. Box 239 • Lockhart, Texas 78644
308 West San Antonio Street

IMPACT FEE REPORT

To Lockhart City Council –May 2026

PURPOSE

State law requires a continuing semi-annual role for the Impact Fee Advisory Committee in monitoring the progress of implementation of the impact fee ordinance, and in advising the City Council on needed revisions. More specifically, State law provides that the Committee:

1) Monitor and evaluate implementation of the capital improvement plans;

2) File semi-annual reports with respect to the progress of the capital improvements plans and report to City Council any perceived inequities in implementing the plans or imposing the impact fees; and,

3) Advise the City Council of the need to update or revise the land use assumptions, capital improvements plans (CIP's), and impact fees.

This is the 45th status report since the City's impact fee ordinance was originally adopted on January 15, 2002, and is for the period from October 1, 2025 through March 31, 2026. It is the seventh report since the update adopted on May 2, 2023. The six-month reporting dates align with the fiscal year quarters.

STATUS OF ACCOUNTS

Exhibit A shows revenue totaling $982,128 during the period covered by this report. Fees collected during the six-month period were for 46 new houses (66 last period), and 5 new commercial buildings. The only expenditures were periodic payments of invoices to the impact fee update consultants as they prepared the recent impact fee update. The water, wastewater, and road impact fee account balances for the previous semi-annual report, as well as the current balances as of April 1, 2026, including accrued interest, are shown in the table.

The total estimated cost of all the projects in the capital improvement plans in effect during the six-month reporting period was $120,118,135. However, the City Council adopted one-half that amount as the maximum to be collected by May 1, 2023, which is the end of the ten-year CIP period, so the maximum fees are based on an estimated cost of all three CIP's being $60,059,068. The total of all impact fees spent on CIP projects so far since the April 4, 2017 update is $774,729, which does not include payments to the impact fee update consultants. The total amount still to be spent is $59,957,603. The total balance available remaining collectively in the four impact fee accounts that can be used toward meeting that goal, is currently $14,827,519.

TRENDS

The bar graph in **Exhibit B** illustrates the impact fee collection trends beginning with the first semi-annual report in July 2003. The trends reflect the state of the economy, as well as the availability of lots for residential development. Housing production and platting of new subdivisions have recently decreased since the current housing construction boom started in 2022, but the implementation of the new impact fees combined with a high number of commercial permits has resulted in an increase in impact fees in each six-month period. This period is the sixth highest revenue since the City began the semi-annual reports in 2003 It is important to build a healthy balance in all of the accounts because there is interest in development where the City does not currently have adequate infrastructure, but where many of the needed projects are already listed in the impact fee CIP's.

UPDATE

This report reflects the impact fee update completed and adopted in 2023, it appears there are no more projects building out under the old impact fees. In addition, The CIPs are intended to reflect the anticipated growth of the city, and the rapid population growth we are experiencing may require changes in the location and size of projects that are in the current CIPs, and/or may support adding new projects in future reviews of the city's CIP.

RECOMMENDATION

The Committee met on May 27, 2026, and unanimously voted to forward this semi-annual report to the City Council for the period ending on March 31, 2026, recommending that no further changes are necessary at this time.

Respectfully,

Philip Ruiz, Chair
Impact Fee Advisory Committee

EXHIBIT B

IMPACT FEE SEMI-ANNUAL REVENUE

July 2003 - April 2026

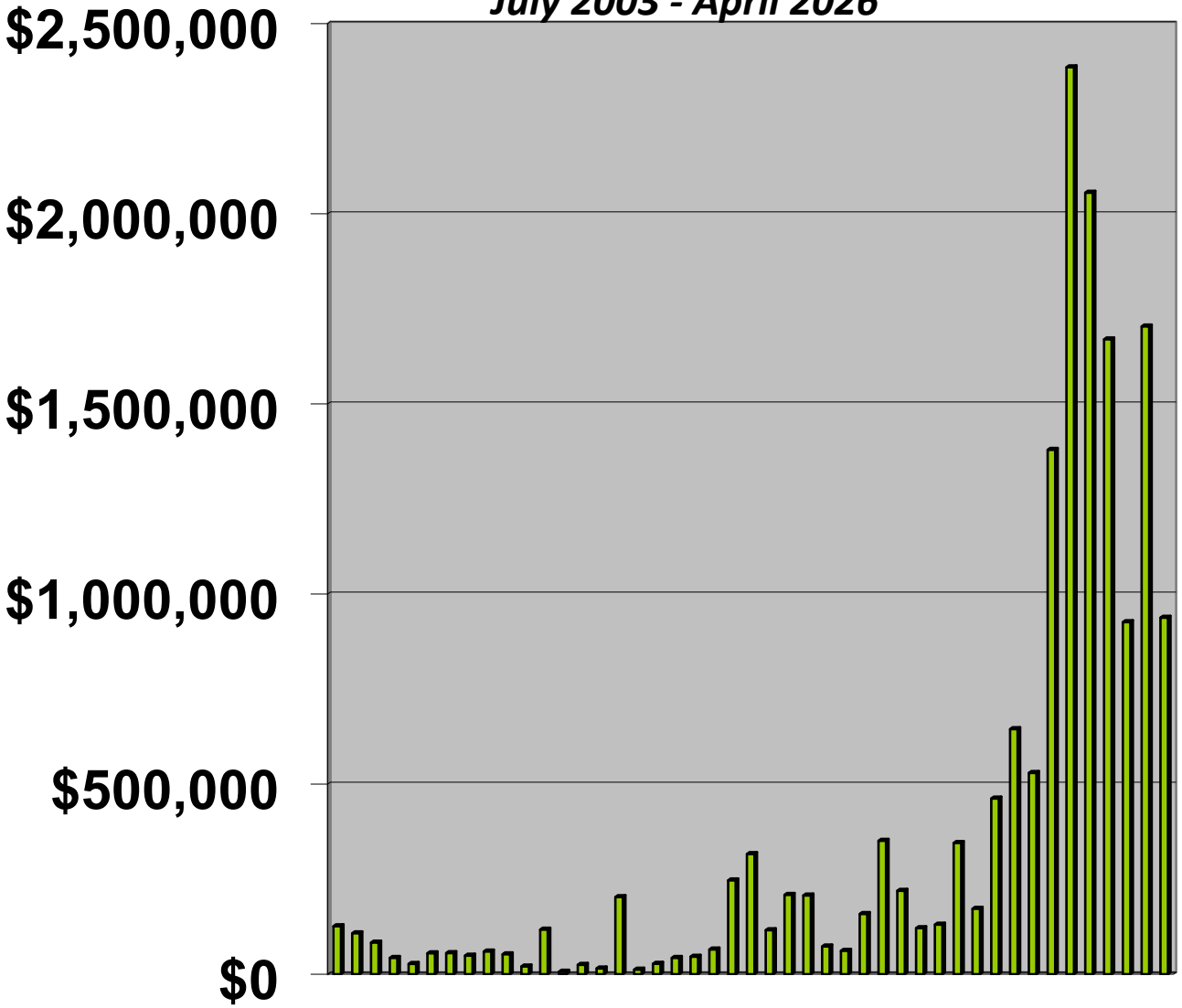


EXHIBIT A

SPRING 2026 IMPACT FEE ACCOUNT BALANCES[1]

	October 1, 2025	+ Revenue[2]	– Expense[3]	April 1, 2026
Water	4,690,826	362,900	2,256	5,051,469
Wastewater	4,681,421	393,842	42,333	5,032,931
Roads (Service Area 1)	2,635,027	56,245	0	2,691,273
Roads (Service Area 2)	1,882,705	169,141	0	2,051,846
TOTAL	$13,889,979	$982,128	$44,589	$14,827,519

1. *All amounts have been rounded to the nearest dollar.*

2. *Revenue amounts include accrued interest.*

3. *Expenses were due to invoices from water/wastewater master plan consultants.*

One-half total CIP estimated cost (estimated 100% cost of all projects is $120,118,135):	$60,059,068
Total spent on projects since adoption of Ordinance 2023-09 on May 2, 2023:	$117,739
Remaining amount of 1/2 estimated cost not yet spent:	$59,941,329
Current balance on April 1, 2026:	$14,827,519

DRAFT

SPECIAL MEETING
BUDGET WORKSHOP
LOCKHART CITY COUNCIL JUNE 11, 2025 6:30 P.M.

CLARK LIBRARY ANNEX-COUNCIL CHAMBERS, 217 SOUTH MAIN STREET, 3RD FLOOR, LOCKHART, TEXAS

Council present:
Councilmember John Castillo
Councilmember Juan Mendoza
Councilmember Jeffry Michelson
Mayor Lew White
Councilmember Brad Westmoreland
Councilmember John Lairsen
Mayor Pro-Tem Angie Gonzales-Sanchez

Staff present:
Steve Lewis, City Manager
Julie Bowermon, City Secretary
Travis Hughes, Parks Director
Sean Kelley, Public Works Director
Tatiana Salazar, Public Information Officer
Andrew Devaney, Building Official
Travis Hughes, Parks and Recreation Director
Bertha Martinez, Library Director
Joseph Resendez, Assistant City Manager
Keeli Michna, Finance Director
Randy Jenkins, Fire Chief
Gary Williamson, Police Chief
Nikole Lockard, Animal Control Supervisor
Erin Westmoreland, Municipal Court Manager
Daniel Williams, Police Captain

Citizens/Visitors Addressing the Council: None.

ITEM 1. CALL TO ORDER,
Mayor Lew White called the special meeting/budget workshop to order at 6:30 p.m.

ITEM 2-A. PRESENTATION AND DISCUSSION OF THE CITY MANAGER'S WORKING BUDGET FOR FISCAL YEAR 2025-2026, INCLUDING BUT NOT LIMITED TO, GENERAL FUND DEPARTMENTS.
Mr. Resendez provided information and there was discussion about the following:

- Budget Calendar
- Big Picture Trends
  - Lockhart property tax valuations
  - Real property valuation breakdown
  - Sales tax receipts
  - Interest rate forecast survey
- Major Revenues
  - Property taxes
  - Other taxes
- Major Cost Drivers
  - Personnel. Tentative 3% inflation adjustment.
  - Medical insurance. Approximate 8% increase in insurance premiums.
  - Texas Municipal Retirement System (TMRS).
- Department Expenditure Requests
  - City Manager: Photography services for new City website.
  - Finance: Software subscription for accounts payable.
  - Information Services: New website.
  - Animal Services: Converting all wooden surfaces to stainless steel in kennels and additional animal control related equipment, such as traps, lights, feral hog boxes and dog crates.

- Municipal Court: Removal of the interior foyer door and window frame to replace with an ADA compliant door push.
- Police: Cellebrite software licenses; conversion of service weapons to 9 mm caliber; rear rifle-rated ballistic plates; license plate reader cameras and replace tasers.
- Fire: Integration software from the records management system.
- (ESO) to the 911 CAD (E-Force) system, and second pair of PPE for each firefighter to maintain response readiness.
- Library: Increase for Mariachi Festival performance; security guard services; and elevator replacement.
- Building/Inspections: Building demolition abatements of substandard housing
- Garage Maintenance: Tire machine replacement and diagnostic scanner upgrade.

- Proposed 2025 CO's
  - **Proposed Parks & Recreation Projects:**
    - $8M – Aquatics Facility
    - $4M – Indoor Recreation Center
    - $3M – Lions Park
    - **$15M – Sub-Total**
  - **Additional Proposed Projects:**
    - $3M – City Hall Improvements
    - $2M – Land Acquisition for future Police or Fire Station
- Summary
  - June 12 – Budget workshop II to review Enterprise and Special Revenue funds budgets.
  - June 17 – GBRA & Caldwell County Appraisal District budgets and Non-Profits presentations.
  - July 23 – Budget workshop III – Capital improvement program.
  - July 24 – Budget workshop IV, if necessary.
  - August 1 – file City Manager's proposed budget with City Secretary
  - August 5 – City Manager presents proposed budget to Council, LEDC presents budget to Council, set two public hearings on budget.
- Additional topics
  - Possibly increase personnel inflation adjustment more than 3%.
  - Consider cemetery street repairs.

ITEM 3. ADJOURNMENT

Mayor Pro-Tem Sanchez made a motion to adjourn the meeting. Councilmember Mendoza seconded. The motion passed by a vote of 7-0. The meeting was adjourned at 8:10 p.m.

PASSED and APPROVED this the16th day of June, 2026.

CITY OF LOCKHART

_____

Lew White, Mayor

ATTEST:

_____

Julie Bowermon
City Secretary

DRAFT

SPECIAL MEETING
BUDGET WORKSHOP
LOCKHART CITY COUNCIL JUNE 12, 2025 6:30 P.M.

CLARK LIBRARY ANNEX-COUNCIL CHAMBERS, 217 SOUTH MAIN STREET, 3RD FLOOR, LOCKHART, TEXAS

Council present:
Councilmember John Castillo
Councilmember Juan Mendoza
Councilmember Jeffry Michelson
Mayor Lew White
Councilmember Brad Westmoreland
Councilmember John Lairsen
Mayor Pro-Tem Angie Gonzales-Sanchez

Staff present:
Steve Lewis, City Manager
Julie Bowermon, City Secretary
Bob Leos, Electric Superintendent
Megan Davilla, Utility Billing Supervisor
Joseph Resendez, Assistant City Manager
Sean Kelley, Public Works Director
Keeli Michna, Finance Director

Citizens/Visitors Addressing the Council: None.

ITEM 1. CALL TO ORDER,
Mayor Lew White called the meeting to order at 6:30 p.m.

ITEM 2-A. PRESENTATION AND DISCUSSION OF THE CITY MANAGER'S WORKING BUDGET FOR FISCAL YEAR 2025-2026, INCLUDING BUT NOT LIMITED TO, CITY UTILITIES AND SPECIAL FUNDS.
Mr. Resendez provided information and there was discussion about the following:

ELECTRIC RATES
- Working with an outside rate consultant to conduct the city's first formal cost of service study for the electric utility
- Last update in October 2018
- Current step = data collection
- Study complete in fall 2025

WATER & WASTEWATER RATES
- Cost of service study by outside rate consultant (Raftelis) completed in August 2021
- Financial plan update recommendations adopted by ordinance in September 2024
- Rate adjustment effective 2nd bill of November 2025

UTILITY FINANCIAL PLAN
- Water 2-year financial plan revenue adjustments
    - Recommended water revenue adjustments
        - FY 2025 – 35% increase, effective November 2025
        - FY 2026 – 20 % increase, effective November 2026
        - Residential customer monthly bill impacts
- Residential customer sewer monthly bill impacts (+ 3%)
- Residential customer water/wastewater monthly bill impacts (combined)
- Peer utility survey

SOLID WASTE

- RFQ waste and recycling procurement consulting services
    - Timeline (tentative)
        - June 2025 publication
        - July 2025 selection
    - June 2026 = CTR contract expiration

AIRPORT

- No significant changes
- Bids to install fencing and consider seeking grant funds from Texas Department of Transportation

ADDITIONAL FUNDING REQUESTS

- Utility
    - One new full-time employee - Meter Reader Lead
    - Replacement of folding machine
- Electric Distribution
    - Leveling of residential pad mount transformers for preventative maintenance
    - Infrared scanning for Lockhart area to identify hotspots for repair
    - Commercial electric meter testing for proper billing
    - Hydro excavator (1/3 split)
- Water Distribution
    - Hydro excavator (1/3 split)
- Wastewater
    - Hydro excavator (1/3 split)

LOCKHART ECONOMIC DEVELOPMENT CORPORATION BUDGET (LEDC)

- Strategic Objectives
    - Goal #1: Business Development
    - Goal #2: Business Retention and Expansion
    - Goal #3: Workforce Development
    - Goal #4: Infrastructure and Asset Development
    - Goal #5: Downtown and Small Business Development
    - Goal #6: Tourism and Community Branding
    - Goal #7: Organizational Excellence
- Tourism – Current affairs
    - Possible locations
    - Transition plan
    - Asset and Contract Transfer
        - Secure location for the visitor center facility
        - Obtain rights to logos, website domains, social media, and printed materials
        - Update insurance policies and liability coverage under the city's name
    - Governance and Compliance
        - Draft city ordinances/resolutions to formalize the tourism division
        - Align operations with procurement, risk management, ADA, and public records laws
        - Establish intellectual property protections and data retention protocols
    - Stakeholder Legal Coordination
        - Execute interlocal agreements or MOUs with existing operators (e.g., Chamber, EDC)

  - Coordinate with legal counsel on risk, employment, and property matters
  - Ensure transparency and legal clarity for the community and partners
- LEDC budget
- Tourism budget

Mr. Lewis stated that non-profit organizations will make their presentations to request funding at the next Council meeting.

ITEM 3. ADJOURNMENT

Mayor Pro-Tem Sanchez made a motion to adjourn the meeting. Councilmember Mendoza seconded. The motion passed by a vote of 7-0. The meeting was adjourned at 8:00 p.m.

PASSED and APPROVED this the 16th day of June, 2026.

CITY OF LOCKHART

_____
Lew White, Mayor

ATTEST:

_____
Julie Bowermon
City Secretary

DRAFT

REGULAR MEETING
LOCKHART CITY COUNCIL JUNE 17, 2025 6:30 P.M.

CLARK LIBRARY ANNEX-COUNCIL CHAMBERS, 217 SOUTH MAIN STREET, 3RD FLOOR, LOCKHART, TEXAS

Council present:
Councilmember John Castillo
Councilmember Juan Mendoza
Councilmember Jeffry Michelson
Mayor Lew White
Councilmember Brad Westmoreland
Councilmember John Lairsen
Mayor Pro-Tem Angie Gonzales-Sanchez

Staff present:
Steve Lewis, City Manager
Joseph Resendez, Assistant City Manager
David Fowler, Planning Director
Keeli Michna, Finance Director
Danny Williams, Police Captain
Brad Bullock, City Attorney
Julie Bowermon, City Secretary
Sean Kelley, Public Works Director
Gary Williamson, Police Chief

Citizens/Visitors Addressing the Council: Linda Haden of Caldwell County Food Bank; Sam Regonini of Seton Ascension Care-A-Van; Nicole Douglas of CASA of Central Texas; representative of Combined Community Action – Meals on Wheels; Nicole Burnet of Golden Age Home Assisted Living; representative of Hays-Caldwell Women's Center; Diana Coker of the Lockhart Area Senior Citizen Center; Susan Patterson of Take Me Home – Advocates for Transport; Citizens: Gene Mundahl; Jadyn Bateman, Elija Sanchez, Marcos Mojica; Linda Hinkle, Cesar Ochoa; Veronica Saldana, Victor Torres, Juan Torres, Manuel Oliva, Frank Recio; Will Gates of Palm Harbor Homes; Shanna Ramzinski of Caldwell County Appraisal District; and Will Wachel of TRC.

Work Session 6:30 p.m.
Mayor White opened the work session and advised the Council, staff and the audience that staff would provide information and explanations about the following items:

DISCUSSION ONLY
A. PRESENTATION BY NON-PROFIT AND SPECIAL INTEREST ORGANIZATIONS REQUESTING FUNDING FOR AN ANNUAL CONTRIBUTION FROM THE CITY OF LOCKHART FOR FISCAL YEAR 2025-2026.
Mayor White requested the following to address the Council:

Linda Haden of the Caldwell County Food Bank provided information about how the organization provides meals to needy families of the community. She stated that the organization is requesting a contribution in the amount of $10,000.

Sam Regonini of Seton Ascension Care-A-Van provided information about how the van allows Seton to provide primary medical care to children. He stated that the organization is requesting a contribution in the amount of $10,000.

Nicole Douglas of CASA of Central Texas provided information about how the organization advocates for children in the foster care system. She stated that the organization is requesting a contribution in the amount of $12,000.

Representative of Combined Community Action – Meals on Wheels provided information about how the organization provides meals to needy senior citizens in the community. She stated that the organization is requesting a contribution in the amount of $8,000.

Nicole Burnet of Golden Age Home Assisted Living provided information about how they provide assisted living for retirees that reside in their facility. She stated that the organization is requesting a contribution in the amount of $10,000.

Representative of Hays-Caldwell Women's Center provided information about how the organization assists abused women and children. She stated that the organization is requesting a contribution in the amount of $10,000.

Diana Coker of the Lockhart Area Senior Citizen Center provided information about the activities, meals and events that the center offers to senior citizens in the community. She stated that the organization is requesting a contribution in the amount of $4,000.

Susan Patterson of Take Me Home – Advocates for Transport provided information about how the organization supports the Lockhart Animal Shelter by transporting animals to different cities/states for adoption efforts. She stated that the organization is requesting a contribution in the amount of $25,000.

RECESS: Mayor White stated that the Council would recess for a break at 7:24 p.m.

ITEM 1. CALL TO ORDER,
Mayor Lew White called the meeting to order at 7:35 p.m.

ITEM 2. INVOCATION, PLEDGE OF ALLEGIANCE.
Mayor White gave the Invocation and led the Pledge of Allegiance to the United States and Texas flags.

ITEM 3. PUBLIC COMMENT.
Mayor White requested citizens to address the Council. There were none.

ITEM 4-A. HOLD A PUBLIC HEARING AND CONSIDER AN APPEAL OF THE PLANNING AND ZONING COMMISSION'S DENIAL OF APPLICATION SUP-25-05 BY GENE MUNDAHL OF AIR PRO, INC. ON BEHALF OF JADYN BATEMAN FOR A SPECIFIC USE PERMIT TO ALLOW A MANUFACTURED HOME ON 0.31 ACRES IN THE BYRD LOCKHART LEAGUE, ABSTRACT NO. 17, ZONED RMD RESIDENTIAL MEDIUM DENSITY DISTRICT AND LOCATED AT 105 CEDAR STREET.
Mayor White opened the public hearing at 7:40 p.m.

Mr. Fowler stated that the item is an appeal of the Planning and Zoning Commission's denial of SUP-25-05, a request to allow a manufactured home to placed at 105 West Cedar Street. The applicant filed an appeal to the denial based on the provisions found in 64-127 (c) 7 of the Lockhart Code of Ordinances. The applicant produced a list of 13 neighboring residents who supported the application. Staff also received two letters of opposition to the application. Staff had recommended approval unless significant expression of opposition was received, because the application is able to meet City requirements.

Mayor White requested the applicant to address the Council.

Gene Mundahl, representing the property owner, requested approval of the specific use permit. He stated that the manufactured homes are nice, well built, and he believes it will suit the neighborhood. He stated that parking will accommodate three parking spaces.

Jadyn Bateman, applicant, 105 W. Cedar Street, stated that the existing house on the property has served her family for many years yet it is not livable. She stated that the manufactured home would allow her family to have a new affordable home and that it would be aesthetically pleasing in the neighborhood. She requested approval of the specific use permit.

Elija Sanchez, 105 W. Cedar Street, requested approval of the specific use permit. He stated that the manufactured home would be as aesthetically appealing as a stick built home.

Mayor White requested citizens in favor of the specific use permit to address the Council.

Marcos Mojica, 201 W. Cedar Street, requested approval of the specific use permit. He spoke in support of the family.

Linda Hinkle, 1109 S. Main, stated that she recalled that, while attending the Planning and Zoning Commission meeting, the members' concern was primarily about the proposed lack of a carport and sidewalk. She spoke in support of manufactured homes because she believes they are well built and that manufactured homes are more affordable. She spoke in favor of the approval of the specific use permit.

Cesar Ochoa, 1001 Pearl Street, stated that he recently went through the appeal process and was granted the opportunity to put the manufactured home on his property. He stated that he and his family love their home and are grateful for it. He requested approval of the specific use permit to allow the manufactured home on the property.

Veronica Saldana, 109 W. Cedar Street, spoke in favor of approving the specific use permit to allow the manufactured home for her daughter and future son-in-law.

Victor Torres, 1012 Kate Street, requested approval of the specific use permit.

Juan Torres, 101 E. Cedar Street, spoke in favor of the manufactured home.

Will Gates of Palm Harbor Homes stated that Palm Harbor Homes are the best built in the nation. He stated that the home that the applicant is proposing to purchase is appraised in the low $200,000. He provided details about the strong built homes. He requested approval of the specific use permit.

Mayor White requested citizens against the appeal to address the Council.

Manuel Oliva, member of the Planning and Zoning Commission, stated that he abstained from voting on the specific use permit during their meeting. He stated that he resides near the property. He stated that he is speaking against the manufactured home because there are no inspections of the house during the installation process, and he expressed concern about the quality of the roof framing and stated that the sheetrock is glued, not screwed, on manufactured homes.

Frank Recio, 1017 Kate Street, spoke against the manufactured home in the neighborhood. He stated that he believes that the manufactured homes should be in specific areas in the community and not in a residential neighborhood.

Mayor White requested additional citizens to address the Council. There were none. He closed the public hearing at 8:20 p.m.

There was discussion about the value of a manufactured home versus a stick-built home.

Shanna Ramzinski, Chief Appraiser, stated that manufactured homes have held up their appraisal value.

There was additional discussion.

Mayor Pro-Tem Sanchez made a motion to approve the appeal and SUP-25-05, as presented, with the provision to add covered parking. Councilmember Lairsen seconded. The motion passed by a vote of 4-3, with Councilmembers Castillo, Mendoza and Westmoreland opposing.

ITEM 5-B. PRESENTATION AND CONSIDER THE PROPOSED FISCAL YEAR 2025-2026 BUDGET FOR CALDWELL COUNTY APPRAISAL DISTRICT (CCAD).

Shanna Ramzinski of the Caldwell County Appraisal District provided details and there was discussion about the CCAD budget.

Councilmember Westmoreland made a motion to accept the CCAD's Fiscal Year 2025-2026 budget, as presented. Councilmember Mendoza seconded. The motion passed by a vote of 7-0.

ITEM C. PRESENTATION BY TRC REGARDING LOCKHART'S WATER SUPPLY, POTENTIAL WATER DEMAND AND LONG-TERM WATER SUPPLY PROJECTS.

Mr. Kelley stated that the presentation includes an update from TRC on the current and future projected water demand. The new projections incorporate new developments and their cumulative demands. The presentation will also explore potential upgrades to the City's well field and the considerations needed for establishing these upgrades from the City's Water and Wastewater Master Plan. An update will be provided on the current status of GBRA's WaterSECURE project. Staff have been in discussions with GBRA regarding participating in the next long-term water supply project for several months. This item is for discussion only. However, the next step would be to consider entering a non-binding Memorandum of Understanding (MOU) with GBRA for the participation in the regional water supply project.

Will Wachel of TRC provided information and there was discussion regarding the following:

- Current & Future Water Projections
- Further Development of the Well Field
- Aquifer Considerations
- WaterSECURE Water

ITEM 5-C. DISCUSSION AND/OR ACTION TO APPROVE FOUR (4) NEW LEASES WITH ENTERPRISE FLEET MANAGEMENT TO REPLACE FOUR (4) POLICE DEPARTMENT VEHICLES AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE LEASE AGREEMENTS.

Chief Williamson stated that in March 2020, the City entered into a lease agreement with Enterprise Fleet Management to lease four fully upfitted police vehicles for the Police Department. These vehicles have served in frontline patrol operations and have reached the end of their lease lifecycle. To ensure operational readiness and minimize maintenance costs associated with aging fleet units, the Police Department recommends entering into a new lease agreement with Enterprise to replace the existing vehicles with four 2025 Ford Police Interceptor Utility vehicles. These vehicles will come fully upfitted

with necessary emergency equipment and police package components. Under the proposed agreement, each new vehicle will be leased for $1,495.05 per month over a 60-month term. The lease includes full upfitting. This renewal ensures the Police Department continues to operate with reliable and modern patrol vehicles while spreading costs over the lease term and avoiding large upfront capital expenditures.

Captain Williams provided details and there was discussion about the fully upfitting police vehicles.

Councilmember Lairsen made a motion to approve four new leases with Enterprise Fleet Management, as presented. Mayor Pro-Tem Sanchez seconded. The motion passed by a vote of 7-0.

ITEM 5-D. DISCUSSION AND/OR ACTION AUTHORIZING THE PURCHASE AND INSTALLATION OF EMERGENCY EQUIPMENT, RADIOS, AND CAMERA SYSTEMS FOR RECENTLY ACQUIRED POLICE DEPARTMENT VEHICLES AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE AGREEMENTS.

Chief Williamson stated that the Police Department recently acquired two (2) 2025 Ford Police Interceptor Utility vehicles and two (2) 2025 Ford F-150 Police Responder pickup trucks using American Rescue Plan Act (ARPA) funds to expand and modernize the patrol fleet. To place these vehicles into service, each must be upfitted with standard law enforcement equipment, including emergency lighting, sirens, prisoner transport cages, and communication technology. Staff recommends contracting with Feniex Industries of Austin, Texas, for the purchase and installation of emergency equipment and vehicle upfitting. The total cost for outfitting all four vehicles with emergency lights, sirens, safety partitions, and related equipment is $76,522.52. In addition, the department will purchase four (4) Motorola radios and four (4) in-car camera systems Motorola Solutions, which will also be installed by Feniex. The cost for these communication and recording systems is $68,393.60. Feniex Industries is a BuyBoard (cooperative purchasing program) vendor. Motorola Solutions is a sole-source provider per Local Government Code 252.022(a)(7)(A). The total cost to fully upfit all four vehicles is $144,916.12.

Councilmember Lairsen made a motion to approve the purchase and installation of emergency equipment, radios, and camera systems for recently acquired Police Department vehicles, as presented. Councilmember Mendoza seconded. The motion passed by a vote of 7-0.

ITEM 5-A. PRESENTATION AND CONSIDER NON-PROFIT AND SPECIAL INTEREST ORGANIZATIONS REQUESTING FUNDING FOR AN ANNUAL CONTRIBUTION FROM THE CITY OF LOCKHART FOR FISCAL YEAR 2025-2026.

There was discussion about CARTS. Mr. Resendez stated that CARTS requested to make their presentation to request funding during the second meeting in July.

There was discussion about whether Golden Age should be funded since they are a private entity and because their residents pay a fee for services.

There was discussion about funding the remaining entities.

CONSENSUS: After discussion, the consensus of the Council was to remove/not allocate funds to Golden Age Home and to consider the funding allocation amounts for the remaining organizations during the next Council meeting.

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

- Temporary relocation of Fire Station No. 1 is now underway.
- Update on traffic signal and intersection improvements on Mockingbird Ln. and San Antonio St.
- Lockhart Police will host a City-wide Neighborhood Watch Organizational meeting on June 18 at the Dr. Eugene Clark Library.
- City offices will be closed on Thursday, June 19 in observance of Juneteenth.

ITEM 7. COUNCIL AND STAFF COMMENTS - ITEMS OF COMMUNITY INTEREST

Councilmember Westmoreland thanked all involved with the successful Chisholm Trail Roundup.

Councilmember Mendoza thanked the Lockhart Chamber for the successful Chisholm Trail Roundup.

Mayor Pro-Tem Sanchez thanked the Lockhart Chamber and all involved with the successful Chisholm Trail Roundup. She expressed condolences to families that have lost a loved one. She wished Councilmember Michelson a Happy belated Birthday.

Councilmember Lairsen thanked all involved with the successful Chisholm Trail Roundup.

Councilmember Castillo thanked the Lockhart Chamber for a successful Chisholm Trail Roundup. He expressed concern about the lack of political freedom shown during the event.

Councilmember Michelson thanked all involved with the successful Chisholm Trail Roundup. He expressed condolences to the family of Kathy McCormick for their loss. He thanked staff for their work during the event.

Mayor White thanked all involved with the successful Chisholm Trail Roundup. He expressed condolences to the family of Kathy McCormick for their loss. He invited all to the Juneteenth celebration. He thanked staff and public safety for their support during the Chisholm Trail Roundup.

EXECUTIVE SESSION

Mayor White announced that the Council would enter Executive Session at 9:55 p.m.

ITEM 8. EXECUTIVE SESSION IN ACCORDANCE WITH THE PROVISIONS OF THE GOVERNMENT CODE, TITLE 5, SUBCHAPTER D, SECTION 551.071 – CONSULTATION WITH ATTORNEY TO DISCUSS LEGAL ISSUES RELATED THERETO.

A. Discussion concerning Cause No. 25-065CVA, Larivee V. City of Lockhart, et al.

OPEN SESSION

Mayor White announced that the Council would enter Open Session at 10:22 p.m.

ITEM 9-A. POSSIBLE ACTION RELATED TO CAUSE NO. 25-065CVA, LARIVEE V. CITY OF LOCKHART, ET AL.

There was no action taken.

ITEM 10. ADJOURNMENT

Mayor Pro-Tem Sanchez made a motion to adjourn the meeting. Councilmember Mendoza seconded. The motion passed by a vote of 7-0. The meeting was adjourned at 10:23 p.m.

PASSED and APPROVED this the 16th day of June, 2026.

CITY OF LOCKHART

_____
Lew White, Mayor

ATTEST:

_____
Julie Bowermon
City Secretary

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: June 16, 2026

AGENDA ITEM CAPTION: Discussion and/or action regarding Resolution No. 2026-25 approving a Performance Agreement between the Lockhart Economic Development Corporation and Hill Country Foodworks, LLC, and authorizing economic development incentives for the purchase of manufacturing equipment.

ORIGINATING DEPARTMENT AND CONTACT: Economic Development - Holly Malish

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION:

Hill Country Foodworks, LLC has experienced substantial growth following a product expansion with Trader Joe's that resulted in demand significantly exceeding original projections. To meet production requirements and fulfill contractual obligations, the company must purchase specialized manufacturing equipment that will increase production capacity and operational efficiency.

The proposed Incentive Agreement between the Lockhart Economic Development Corporation (LEDC) and Hill Country Foodworks provides for a manufacturing equipment grant in an amount not to exceed $179,500. The incentive is structured as a reimbursement grant and will only be paid after the company provides documentation demonstrating eligible equipment purchases and satisfies the performance requirements outlined in the agreement.

To qualify for reimbursement, Hill Country Foodworks must:

- Obtain a Certificate of Occupancy and commence operations at its facility located at 2605 DeWitt Street in Lockhart Industrial Park III;
- Purchase and install qualifying manufacturing equipment at the facility; and
- Create a minimum of three (3) new full-time jobs at the Lockhart facility.

The project is expected to support the expansion of an existing Lockhart business, increase local employment opportunities, and enhance the City's manufacturing sector while providing additional taxable investment within the community. The agreement includes annual reporting requirements and recapture provisions in the event the company fails to comply with its obligations.

PROJECT SCHEDULE (if applicable): Hill Country Foodworks anticipates installation of the equipment and commencement of operations by Q3 of 2026 (July-September).

AMOUNT & SOURCE OF FUNDING:

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

Funds Required:
Account Number:
Funds Available:
Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION: The Lockhart Economic Development Corporation Board of Directors approved the Performance Agreement and adopted Resolution No. 2026-07 on June 8, 2026, recommending approval by the City Council.

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends approving Resolution No. 2026-25 between the Lockhart Economic Development Corporation and Hill Country Foodworks, LLC, and authorizing economic development incentives for the purchase of manufacturing equipment.

LIST OF SUPPORTING DOCUMENTS: City Council Resolution No 2026-25, Resolution No 2026-07, HCF Performance Agreement - signed

RESOLUTION NO. 2026-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, APPROVING A PERFORMANCE AGREEMENT BETWEEN THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION AND HILL COUNTRY FOODWORKS, LLC PROVIDING ECONOMIC DEVELOPMENT INCENTIVES FOR NEW EQUIPMENT FOR A NEW FACILITY IN LOCKHART, TEXAS; PROVIDING AN OPEN MEETINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE..

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

WHEREAS, Hill Country Foodworks, LLC ("HCF") has applied to the LEDC for financial incentives related to a project involving the purchase of equipment to assist in fulfilling orders and the creation of three (3) full-time jobs at a facility located in the City of Lockhart; and

WHEREAS, pursuant to the proposed Performance Agreement, HCF may receive financial incentives in an amount not to exceed ONE HUNDRED SEVENTY-NINE THOUSAND FIVE HUNDRED DOLLARS AND NO/100 ($179,500.00); and

WHEREAS, the City Council finds that the project will promote new and expanded business development, employment opportunities, and economic growth within the City of Lockhart and surrounding area, and qualifies as a project pursuant to Chapters 501 and 505 of the Texas Local Government Code; and

WHEREAS, the City Council further finds that the Performance Agreement and the associated economic development incentives serves a public purpose and deems in the public interest to authorize this action.

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

Section 1. The foregoing recitals are hereby found to be true and correct and are incorporated herein for all purposes.

Section 2. The Performance Agreement by and between the LEDC and Hill Country Foodworks, LLC, attached hereto as Exhibit "A" and incorporated herein, is hereby approved.

Section 3. The City Council authorizes the LEDC to implement the project and administer the Performance Agreement in accordance with its terms and applicable law.

Section 4. The Mayor, City Manager, and/or their designees are authorized to execute any documents and take any actions necessary to carry out the intent of this Resolution.

Section 5. It is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

Section 6. This Resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED this 16th day of June, 2026.

CITY OF LOCKHART, TEXAS

_____

Lew White, Mayor

ATTEST:

_____

City Secretary

APPROVED AS TO FORM:

_____

City Attorney

RESOLUTION NO. 2026-07

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION APPROVING A PERFORMANCE AGREEMENT WITH HILL COUNTRY FOODWORKS, LLC AND AUTHORIZING ECONOMIC DEVELOPMENT INCENTIVES FOR PURCHASING EQUIPMENT FOR A NEW PRODUCT LINE IN LOCKHART, TEXAS.

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

WHEREAS, HCF has applied to LEDC for financial incentives for a project whereby HCF agrees to purchase equipment to assist in fulfilling orders and adding 3 full-time jobs at the facility and receive financial incentives up to ONE HUNDRED AND SEVENTY-NINE THOUSAND AND FIVE HUNDRED DOLLARS AND NO/100 ($179,500); and

WHEREAS, the Board of Directors finds that the project will promote new or expanded business development in the City of Lockhart and the surrounding area and that it qualifies as a project pursuant to Chapters 501 and 505, Texas Local Government Code; and

WHEREAS, the Board of Directors is of the opinion that approving a performance agreement for the project and providing financial incentives for its implementation is in the best interests of the LEDC and the City of Lockhart;

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

1. The foregoing recitals are adopted and incorporated herein for all purposes.
2. The Performance Agreement by and between the LEDC and Hill Country Foodworks, LLC attached hereto as Exhibit "A" and incorporated herein is hereby approved and authorized.
3. The President or designee of the LEDC is directed to take such steps as are necessary to obtain approval of the City Council of Lockhart for the project and Performance Agreement, in the manner required by law, and to take such other steps, including the issuance of notice and the holding of a public hearing, that will authorize and implement the project and performance agreement and payment of financial incentives thereunder.

PASSED AND APPROVED this ~~11th~~ 8th June day of ~~May~~, 2026.

LOCKHART ECONOMIC DEVELOPMENT CORPORATION

Alfredo Munoz, Chairman

Attest:

Holly Malish, EDC Executive Dir

Approved as to form:

Board Attorney

EXHIBIT A

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT
Hill Country Foodworks, LLC

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

RECITALS

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

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

WHEREAS, Company desires to expand operations in Texas and purchase new equipment to use at 2605 Dewitt St, Lockhart TX 78644; and

WHEREAS, Company intends to add 3 new full-time employees (FTE) to the current 95 FTE with a total, minimum annual payroll of $2,000,000; and

WHEREAS, LEDC intends to provide a manufacturing equipment grant upon Company receiving a Certificate of Occupancy, commencement of operations and hiring of new full-time jobs; and

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

WHEREAS, the LEDC desires to offer incentives to Company to enable Company to increase tangible business personal property and workforce pursuant to this Agreement in substantial conformity with Lockhart 2023 Targeted Business Strategy Refresh Plan and the Act; and

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

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

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

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

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

ARTICLE 1
RECITALS

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

ARTICLE II
AUTHORITY AND TERM

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

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

3. Purpose. The purpose of this Agreement is to formalize the agreements between the Company and the LEDC for the manufacturing equipment grant to assist with costs associated with the Project and specifically state covenants, representations of the Parties, and the incentives associated with Company's commitment to abide by the

provisions of the Act and to abide by the terms of this Agreement which has been approved by the LEDC and the Company as complying with the specific requirements of the Act. It is expressly agreed that this Agreement constitutes a single transaction. A failure to perform any obligation by the Company may constitute a breach of the entire Agreement and terminate any further commitments (if any) by the LEDC unless an alternative penalty or remedy is provided for herein.

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

ARTICLE III
DEFINITIONS

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

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

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

"Manufacturing Equipment Grant" shall mean a grant for a new equipment line in exchange for receipts and proof of payment not to exceed ONE HUNDRED AND SEVENTY NINE THOUSAND DOLLARS AND FIVE HUNDERD DOLLARS($179,500) from LEDC to Company; and

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

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

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

"Expiration Date" shall mean April 15 2027.

"Facility" shall mean the property and improvements within the 6-acre property located 2605 Dewitt St, Lockhart Texas, 78644.

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

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

"Project" shall mean the retention and creation of at least 3 new full-time employees and occupy a 50,000 square-foot warehouse facility; and

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

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

ARTICLE IV
ECONOMIC DEVELOPMENT TERMS AND CONDITIONS

1. Manufacturing Equipment Grant

Subject to the satisfaction of all the terms and conditions of this Agreement and the obligation of Company to repay the manufacturing equipment grant pursuant to Article V hereof, the LEDC agrees to provide Company with a building improvement grant for the creation of 3 FTE and not to exceed ONE HUNDRED AND SEVENTY NINE THOUSAND DOLLARS AND FIVE HUNDERD DOLLARS ($179,500). The manufacturing equipment grant shall be paid to Company within sixty (60) days after receipt by the LEDC Director of a Certificate of Occupancy and must maintain the minimum jobs criteria outlined in the Performance Table for the duration of the agreement.

Performance Table

Period Ending Dec 31	Full-Time Employees	Total Payroll	Minimum Tangible Personal Property	Certification Date
Year 1 - 2026	3		$300,000	15-APR-27

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

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

4. Conditions Precedent. The obligation of the LEDC to pay funds in the form of a manufacturing equipment grant shall be conditioned upon Company successfully obtaining a Certificate of Occupancy and the continued compliance with and satisfaction of each of the conditions set forth in this Agreement as reflected in the Performance Table above.

5. Annual Report. The Company shall submit an Annual Report (an "Annual Report") for the preceding Calendar Year to the Executive Director of the LEDC each year not later than April 15th each year. The Annual Report should substantially conform to the Annual Report Form attached as Exhibit A to this Agreement along with a copy of IRS Form 941. The first Annual Report will be due April 1, 2028.

ARTICLE V
COVENANTS AND DUTIES

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

(a) Company is authorized to do business and is in good standing in the State of Texas and shall remain in good standing in the State of Texas and the

United States of America during any time of this Agreement and shall timely and fully comply with all of the terms and conditions of this Agreement to commence and complete the Project in accordance with the Agreement.

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

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

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

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

(f) Company shall cooperate with the LEDC in providing all necessary information and documentation to assist the LEDC in its determination that Company in in compliance with this Agreement.

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

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

Company's books and records will be located at 2605 Dewitt St, Lockhart, Caldwell County, Texas 78644.

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

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

2. LEDC's Covenants and Duties. The LEDC is obligated to pay Company an amount not to exceed ONE HUNDRED AND SEVENTY NINE THOUSAND DOLLARS AND FIVE HUNDERD DOLLARS ($179,500) as a manufacturing equipment grant as set forth in Article IV.

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

4. Recapture. In the event of Default by the Company, the LEDC shall, as its sole and exclusive remedy for Default hereunder, after providing Company notice and an opportunity to cure, have the right to recapture all manufacturing equipment grant amounts previously paid under this Agreement (as applicable, the "Recaptured Amount"). The Recaptured Amount shall be paid by the Company within one hundred twenty (120) days after the date Company is notified by the LEDC of such Default (the "Payment Date") provided said Default was not cured. In the event the Recaptured Amount is not repaid by the applicable Payment Date, the unpaid portion thereof shall accrue interest at the rate of two percent (2.00%) per annum from the Effective Date until paid in full.

ARTICLE VI
TERMINATION

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

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

ARTICLE VII
DISPUTE RESOLUTION

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

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

ARTICLE VIII
MISCELLANEOUS

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

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

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

4. Assignment. Company shall have the right to assign all of its rights, duties, and obligations under this Agreement to a duly qualified third party' with prior written approval of the LEDC. Any assignment provided herein shall not serve to enlarge or diminish the obligations and requirements of this Agreement, nor shall they relieve Company of any liability to the LEDC including any required indemnity in the

event that any Assignee hereof shall at any time be in Default of the terms of this Agreement. The LEDC may demand and receive adequate assurance of performance including the deposit or provision of financial security by' any proposed Assignee prior to its approval of an assignment.

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

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

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

If to the Company: Hill County Foodworks LLC
Attention: Jake Cathey
Address:
City/State/Zip:

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

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

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

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

10. Interpretation. Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which Party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute,

whatever its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any Party.

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

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

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

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

TO THE EXTENT ALLOWED BY LAW, THE LEDC HEREBY RELEASES AND AGREES TO HOLD HARMLESS COMPANY, ITS OFFICERS, AGENTS, AFFILIATES AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LAWSUITS, ACTIONS, COSTS AND EXPENSES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO THOSE FOR PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING DEATH, THAT MAY RELATE TO, ARISE OUT OF OR BE OCCASIONED BY (i) THE LEDC'S DEFAULT WITH RESPECT TO ANY OF THE

TERMS OR PROVISIONS OF THIS AGREEMENT OR (ii) ANY NEGLIGENT ACT OR OMISSION OR INTENTIONAL MISCONDUCT OF THE LEDC, ITS OFFICERS, SERVANTS, AGENTS, ASSOCIATES, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS, RELATED TO THE LAND, IMPROVEMENTS ON THE LAND, INCLUDING THE PROJECT IMPROVEMENTS, AND ANY OPERATIONS AND ACTIVITIES THEREON, OR OTHERWISE TO THE PERFORMANCE OF THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, THE LEDC SHALL NOT, HOWEVER, BE REQUIRED TO INDEMNIFY THE COMPANY AGAINST CLAIMS CAUSED BY THE COMPANY'S NEGLIGENCE OR WILLFUL MISCONDUCT, AND IF THE COMPANY INCURS CLAIMS THAT ARE CAUSED BY THE CONCURRENT FAULT OR NEGLIGENCE OF COMPANY AND THE LEDC, THE LEDC'S OBLIGATION WILL BE LIMITED TO A FRACTION OF THE TOTAL CLAIMS EQUIVALENT TO THE LEDC'S OWN PERCENTAGE OF RESPONSIBILITY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

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

Executed on this day, ~~19th~~ 16th day of ~~May,~~ June 2026.

HILL COUNTRY FOODWORKS, LLC

By: _____

Lockhart Economic Development Corporation

By: _____
Chairman

Attest:

_____
Holly Malish, Executive Director

Approved as to Form:

_____
Attorney

Exhibit A

Annual Certification Report

Reporting Period: January I to December 31, 20____

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

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

I. PROJECT INFORMATION

Company Legal Name: _____

Address (subject to incentive): _____

Company Primary Contact: _____ Title: _____

Phone: _____ Email: ad_____

II. REPORTING INFORMATION

Employment and Wage Information:

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

What is the current average wage at your facility? _____

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

Investment Information:

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

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

III. ADDITIONAL INFORMATION (VOLUNARTY)

Employment:

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

Number of employees that live in Lockhart, Texas: _____

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

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

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

IV. CERTIFICATION

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

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

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

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

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

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

Phone Number: _____ E-Mail Address:_____

Signature of Certifying Officer:_____ Date: _____

STATE OF TEXAS x
COUNTY OF CALDWELL

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

_____
Notary Public, State of Texas

_____
Notary's typed or printed name

_____
My commission expires

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

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

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: June 16, 2026

AGENDA ITEM CAPTION: Presentation from NewGen Strategies & Solutions regarding the City's electric rate study and discussion and/or action on a proposed five-year electric utility rate plan. (Tabled from the June 2, 2026 meeting)

ORIGINATING DEPARTMENT AND CONTACT: Finance - Keeli Howard

ACTION REQUESTED: Consensus

BACKGROUND/SUMMARY/DISCUSSION: This item was tabled at the June 2nd, 2026 Council meeting. City Council directed staff and the utility rate consultant to evaluate two additional rate options and return to the next meeting for Council discussion and consideration.

Background

NewGen Strategies & Solutions completed an electric rate study for the City of Lockhart Electric Utility to evaluate revenue requirements, cost of service, rate design, and long-term financial sustainability of the electric system.

The study includes recommendations for a proposed five-year rate strategy intended to improve revenue adequacy, increase fixed-cost recovery, align customer classes more closely with cost of service principles, and support the long-term financial stability of the electric utility system. The proposed rate plan also includes phased implementation of rate adjustments intended to minimize customer impacts and avoid rate shock.

NewGen Strategies & Solutions will provide a presentation of the study findings and recommendations, including proposed rate adjustments for residential, commercial, demand, and contract customer classes, as well as discussion related to future utility financial planning and capital needs. If approved, proposed rate adjustments are recommended to begin with the second billing cycle in November 2026, consistent with previous rate adjustments in the water and wastewater utilities.

If Council provides direction to proceed with the proposed rate plan, staff will return at a future meeting with an ordinance establishing the proposed electric rates and implementation schedule.

PROJECT SCHEDULE (if applicable): Proposed phased implementation: FYE 2027 – FYE 2031.

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

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

Funds Available:
Account Name:

FISCAL NOTE (if applicable): The proposed rate strategy is intended to support long-term financial stability and revenue adequacy for the City's electric utility system.

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION:

LIST OF SUPPORTING DOCUMENTS: City of Lockhart_COS and Rates_Supplemental Slides_06.08.26



June 16, 2026

CITY OF LOCKHART, TEXAS

ELECTRIC RATE STUDY – SUPPLEMENTAL ANALYSIS

CITY OF Lockhart TEXAS

NewGen Strategies & Solutions

© 2026 NEWGEN STRATEGIES AND SOLUTIONS, LLC

COST OF SERVICE RESULTS

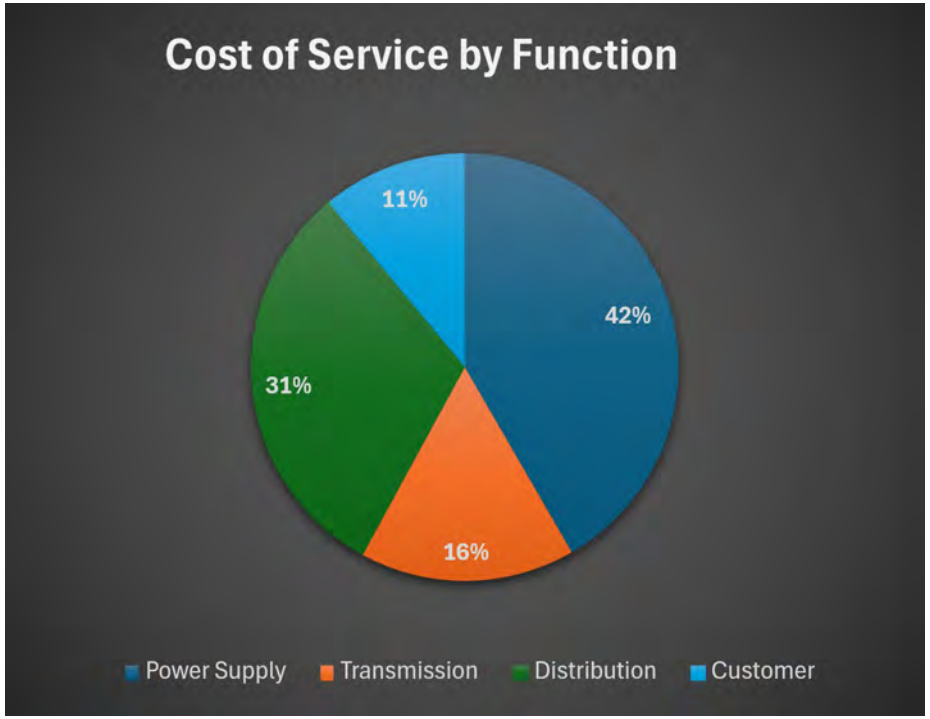
Class	Cost of Service ($000)	Test Year Revenues at Current Rates ($000)	Over/(Under) Cost Recovery ($000)	% Over/(Under) Cost Recovery
Residential	$9,728	$8,572	($1,156)	(11.9%)
General Service	$2,315	$2,394	$80	3.4%
General Service Demand	$2,976	$3,420	$444	14.9%
Contract Rates	$851	$914	$63	7.4%
Total	**$15,870**	**$15,301**	**($569)**	**(3.6%)**

© 2026 NEWGEN STRATEGIES AND SOLUTIONS, LLC

COST OF SERVICE:
FUNCTIONALIZED

Cost of Service Function	Amount ($000)	$/kWh (sales)	% of Total
Power Supply	$6,611	$0.05058	42%
Transmission	$2,582	$0.01976	16%
Distribution	$4,928	$0.03771	31%
Customer	$1,749	$0.01338	11%
Revenue Requirement	**$15,870**	**$0.12143**	**100%**

Note: Transmission, Distribution, Customer, and a portion of Power Supply costs are primarily fixed in nature and do not vary with changes in energy consumption.



© 2026 NEWGEN STRATEGIES AND SOLUTIONS, LLC



RATE OPTION 1

Rates Proposed on June 2, 2026

COST OF SERVICE RESULTS BY YEAR – OPTION 1

Class	Current Test Year Over/(Under) Recovery	Phase 1 Over/(Under) Recovery	Phase 2 Over/(Under) Recovery	Phase 3 Over/(Under) Recovery	Phase 4 Over/(Under) Recovery	Phase 5 Over/(Under) Recovery
Residential	(11.9%)	(10.3%)	(9.3%)	(6.5%)	(3.4%)	0.0%
General Service	3.4%	4.4%	4.3%	4.1%	3.8%	3.3%
General Service Demand	14.9%	14.8%	14.7%	14.5%	14.4%	14.3%
Contract Rates	7.4%	3.2%	4.0%	4.8%	5.2%	5.5%
Total	**(3.6%)**	**(2.7%)**	**(2.1%)**	**(0.4%)**	**1.5%**	**3.5%**

© 2026 NEWGEN STRATEGIES AND SOLUTIONS, LLC

REVENUE RESULTS BY YEAR – OPTION 1

Line Item	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Cumulative
Projected Rate Revenue	$14,286,664	$14,938,547	$15,779,903	$16,699,962	$17,691,535	N/A
Annual Revenue Requirement	$14,688,383	$15,255,116	$15,845,337	$16,460,054	$17,100,322	N/A
Projected Over/(Under) Recovery	($401,720)	($316,570)	($65,434)	$239,909	$591,213	$47,398

© 2026 NEWGEN STRATEGIES AND SOLUTIONS, LLC

RESIDENTIAL CUSTOMER CLASS– OPTION 1

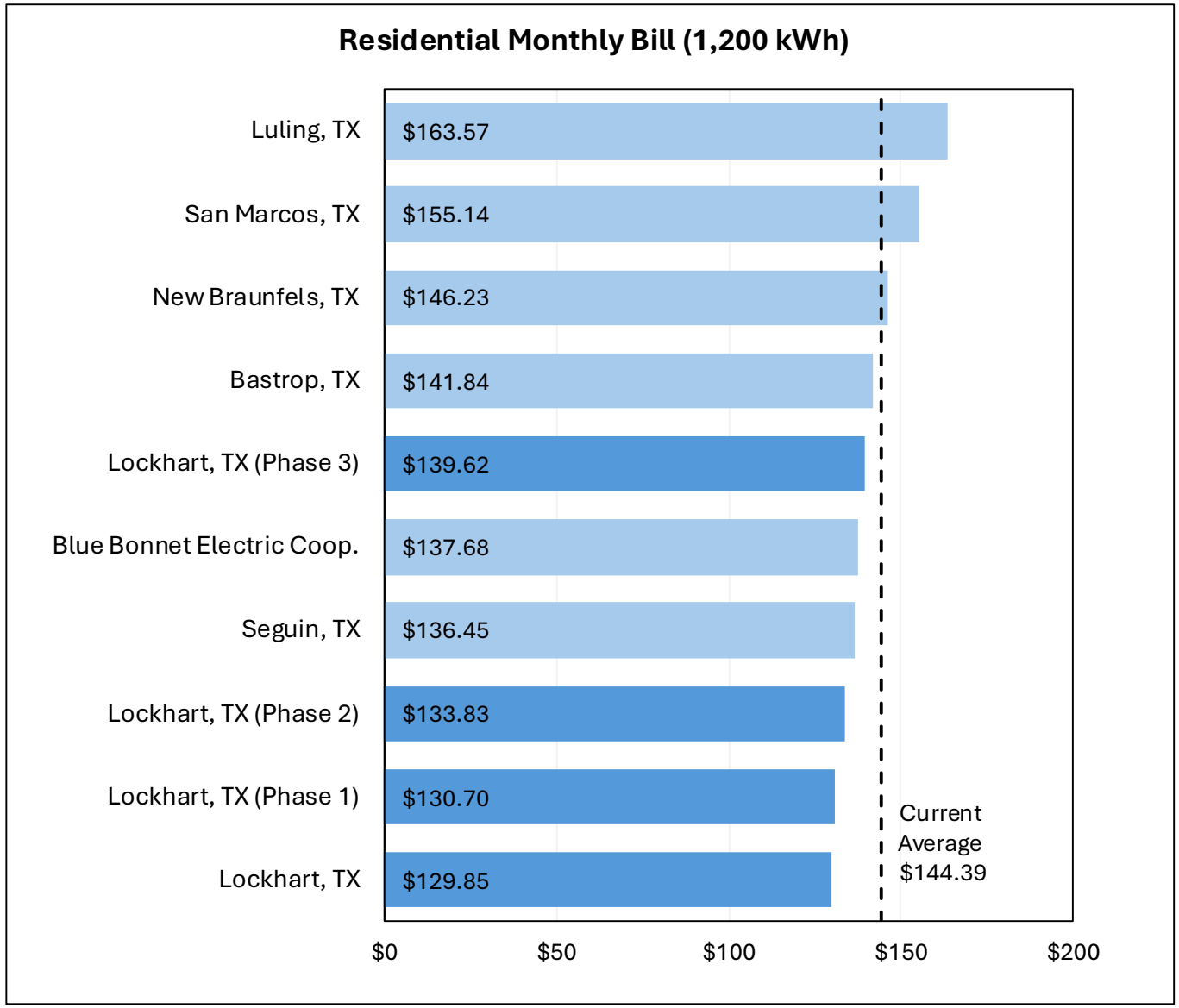
Rate Component (1)	Current Rates	Phase 1 2026	Phase 2 2027	Phase 3 2028	Phase 4 2029	Phase 5 2030
Customer Charge	$11.32	$16.00	$17.00	$20.00	$23.00	$26.50
Energy Charges ($/kWh)						
Tier 1 (0–1,200 kWh)	$0.01896	$0.02465	$0.02539	$0.02666	$0.02853	$0.03053
Tier 2 (+1,200 kWh)	$0.03250	$0.04225	$0.04352	$0.04570	$0.04890	$0.05232
Capital Improvement Rate ($/kWh)	$0.00225	$0.00225	$0.00225	$0.00225	$0.00225	$0.00225
Regulatory Charge ($/kWh)	$0.00050	$0.00050	$0.00050	$0.00050	$0.00050	$0.00050
Monthly Bill (1,200 kWh)	$129.85	$130.70	$133.83	$139.62	$146.13	$153.33
Change from Prior Phase (%)	–	0.6%	2.4%	4.3%	4.7%	4.9%
Effective Rate Increase	–	1.3%	2.1%	4.0%	4.3%	4.5%

(1) Monthly bill calculations include a forecasted Purchased Power Charge (PPC) for illustrative purposes. No changes to the current PPC calculation process are recommended in this Study.

© 2026 NEWGEN STRATEGIES AND SOLUTIONS, LLC

RESIDENTIAL BENCHMARKING

Option 1



Assumes the same pass-through of PPCs for all other utilities.

© 2026 NEWGEN STRATEGIES AND SOLUTIONS, LLC



RATE OPTION 2

All Classes Receive 2.0% Effective Rate Increase

COST OF SERVICE RESULTS BY YEAR – OPTION 2

Class	Current Test Year Over/(Under) Recovery	Phase 1 Over/(Under) Recovery	Phase 2 Over/(Under) Recovery	Phase 3 Over/(Under) Recovery	Phase 4 Over/(Under) Recovery	Phase 5 Over/(Under) Recovery
Residential	(11.9%)	(9.7%)	(8.8%)	(7.9%)	(6.9%)	(6.0%)
General Service	3.4%	6.3%	7.4%	8.4%	9.6%	10.7%
General Service Demand	14.9%	17.1%	18.3%	19.6%	20.8%	22.1%
Contract Rates	7.4%	9.1%	10.3%	11.5%	12.7%	13.9%
Total	**(3.6%)**	**(1.3%)**	**(0.3%)**	**0.7%**	**1.7%**	**2.8%**

© 2026 NEWGEN STRATEGIES AND SOLUTIONS, LLC

REVENUE RESULTS BY YEAR – OPTION 2

Line Item	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Cumulative
Projected Rate Revenue	$14,492,256	$15,206,563	$15,956,637	$16,744,767	$17,573,092	N/A
Annual Revenue Requirement	$14,688,383	$15,255,116	$15,845,337	$16,460,054	$17,100,322	N/A
Projected Over/(Under) Recovery	($196,128)	($48,554)	$111,300	$284,713	$472,770	$624,102

© 2026 NEWGEN STRATEGIES AND SOLUTIONS, LLC

RESIDENTIAL CUSTOMER CLASS– OPTION 2

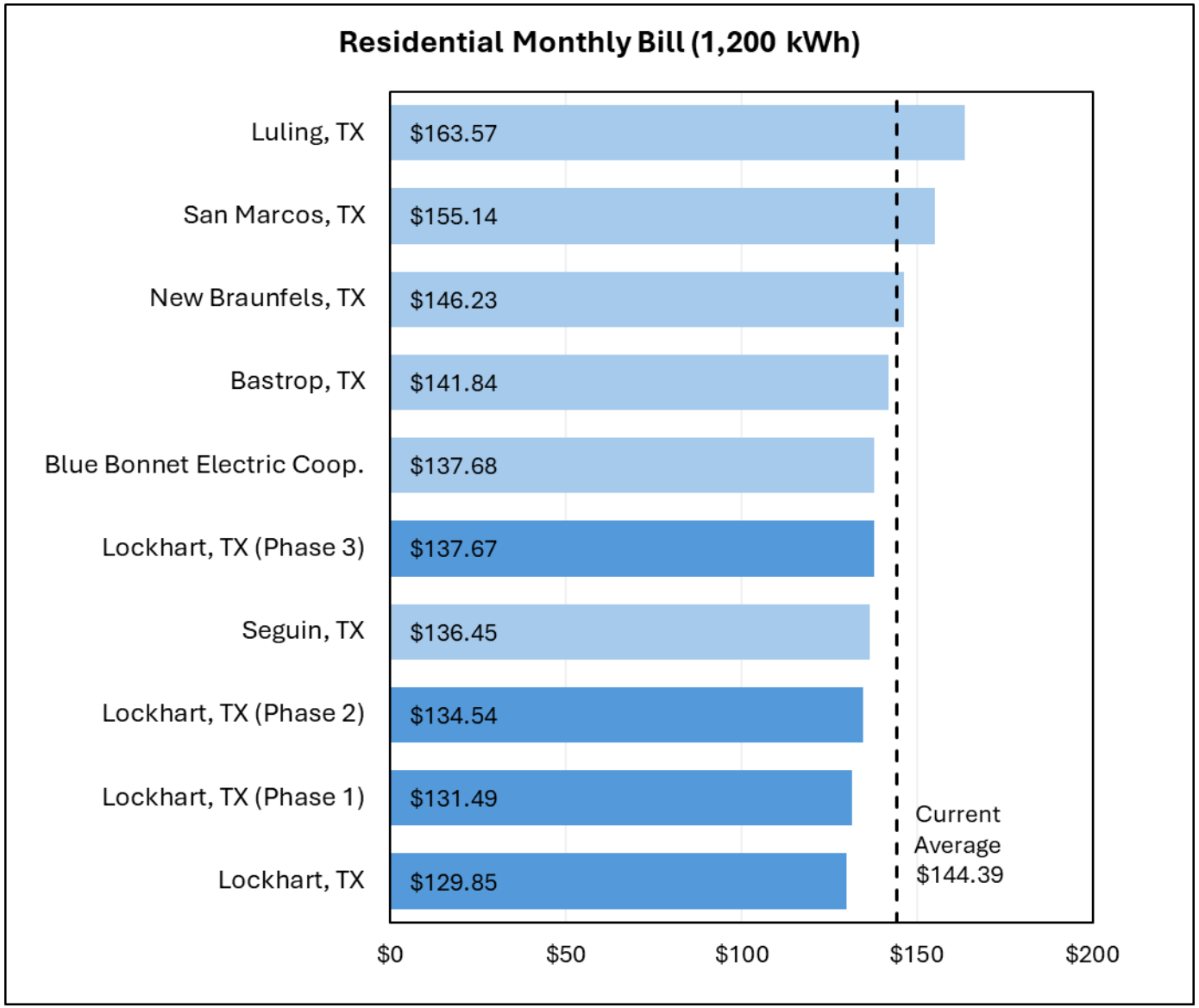
Rate Component [(1)]	Current Rates	Phase 1 2026	Phase 2 2027	Phase 3 2028	Phase 4 2029	Phase 5 2030
Customer Charge	$11.32	$16.00	$17.50	$19.00	$20.50	$22.00
Energy Charges ($/kWh)						
Tier 1 (0–1,200 kWh)	$0.01896	$0.02531	$0.02556	$0.02587	$0.02626	$0.02673
Tier 2 (+1,200 kWh)	$0.03250	$0.04339	$0.04382	$0.04435	$0.04502	$0.04583
Capital Improvement Rate ($/kWh)	$0.00225	$0.00225	$0.00225	$0.00225	$0.00225	$0.00225
Regulatory Charge ($/kWh)	$0.00050	$0.00050	$0.00050	$0.00050	$0.00050	$0.00050
Monthly Bill (1,200 kWh)	$129.85	$131.49	$134.54	$137.67	$140.91	$144.27
Change from Prior Phase (%)	–	1.3%	2.3%	2.3%	2.4%	2.4%
Effective Rate Increase	–	2.0%	2.0%	2.0%	2.0%	2.0%

(1) Monthly bill calculations include a forecasted PPC for illustrative purposes. No changes to the current PPC calculation process are recommended in this Study.

© 2026 NEWGEN STRATEGIES AND SOLUTIONS, LLC

RESIDENTIAL BENCHMARKING

Option 2



Assumes the same pass-through of PPCs for all other utilities.

© 2026 NEWGEN STRATEGIES AND SOLUTIONS, LLC



RATE OPTION 3

Reduced Residential Rate Increases

COST OF SERVICE RESULTS BY YEAR – OPTION 3

Class	Current Test Year Over/(Under) Recovery	Phase 1 Over/(Under) Recovery	Phase 2 Over/(Under) Recovery	Phase 3 Over/(Under) Recovery	Phase 4 Over/(Under) Recovery	Phase 5 Over/(Under) Recovery
Residential	(11.9%)	(11.1%)	(9.4%)	(7.8%)	(6.2%)	(4.7%)
General Service	3.4%	4.4%	4.3%	4.1%	3.8%	3.3%
General Service Demand	14.9%	14.8%	14.7%	14.5%	14.4%	14.3%
Contract Rates	7.4%	3.2%	4.0%	4.8%	5.2%	5.5%
Total	**(3.6%)**	**(3.3%)**	**(2.2%)**	**(1.2%)**	**(0.3%)**	**0.6%**

© 2026 NEWGEN STRATEGIES AND SOLUTIONS, LLC

REVENUE RESULTS BY YEAR – OPTION 3

Line Item	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Cumulative
Projected Rate Revenue	$14,208,849	$14,921,912	$15,655,872	$16,414,045	$17,196,293	N/A
Annual Revenue Requirement	$14,688,383	$15,255,116	$15,845,337	$16,460,054	$17,100,322	N/A
Projected Over/(Under) Recovery	($479,534)	($333,204)	($189,464)	($46,009)	$95,971	($952,240)

© 2026 NEWGEN STRATEGIES AND SOLUTIONS, LLC

RESIDENTIAL CUSTOMER CLASS – OPTION 3

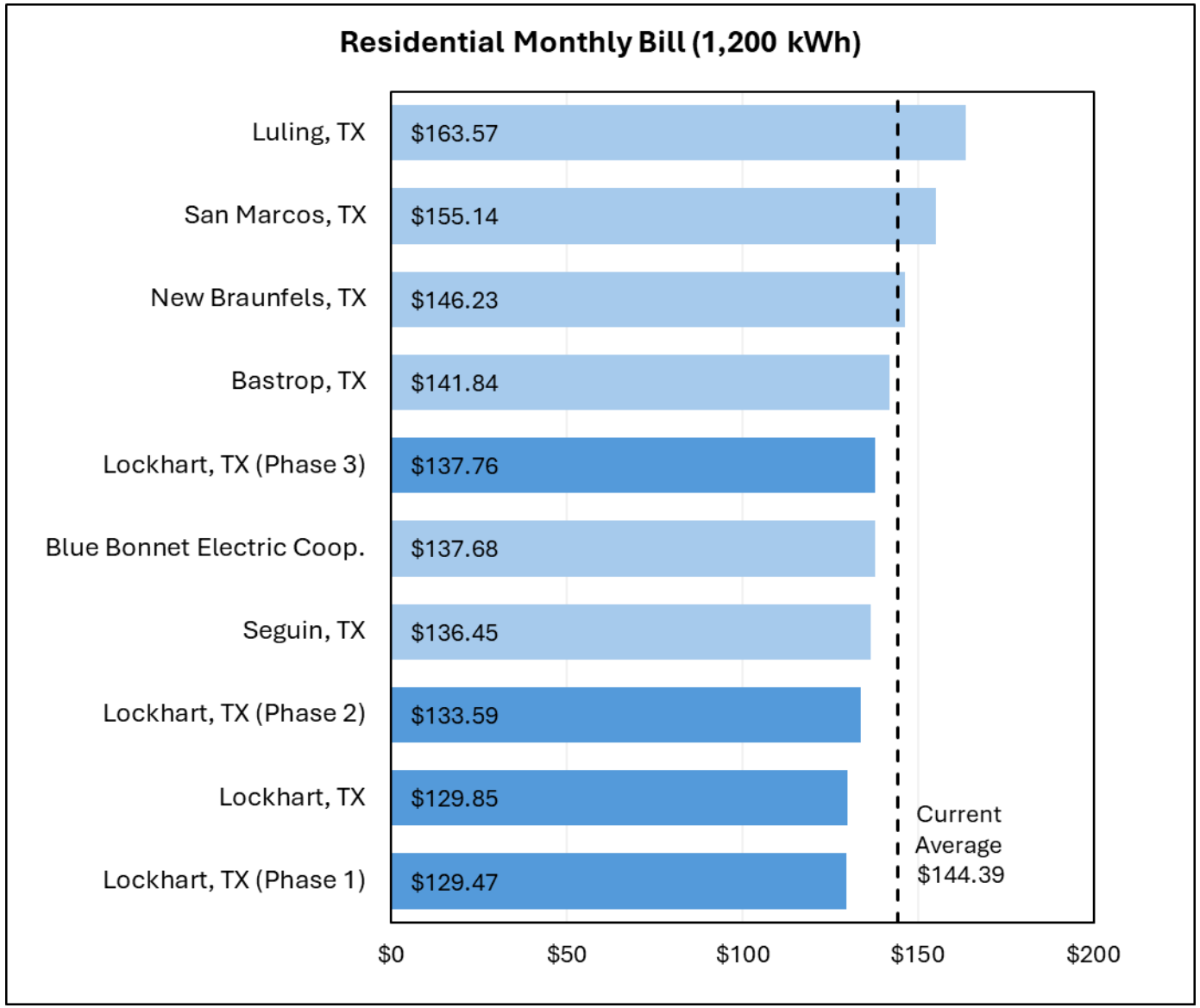
Rate Component (1)	Current Rates	Phase 1 2026	Phase 2 2027	Phase 3 2028	Phase 4 2029	Phase 5 2030
Customer Charge	$11.32	$15.00	$17.00	$19.00	$21.00	$23.00
Energy Charges ($/kWh)						
Tier 1 (0–1,200 kWh)	$0.01896	$0.02446	$0.02519	$0.02595	$0.02673	$0.02753
Tier 2 (+1,200 kWh)	$0.03250	$0.04193	$0.04319	$0.04449	$0.04582	$0.04719
Capital Improvement Rate ($/kWh)	$0.00225	$0.00225	$0.00225	$0.00225	$0.00225	$0.00225
Regulatory Charge ($/kWh)	$0.00050	$0.00050	$0.00050	$0.00050	$0.00050	$0.00050
Monthly Bill (1,200 kWh)	$129.85	$129.47	$133.59	$137.76	$141.97	$146.23
Change from Prior Phase (%)	–	(0.3%)	3.2%	3.1%	3.1%	3.0%
Effective Rate Increase	–	0.3%	2.9%	2.8%	2.7%	2.6%

(1) Monthly bill calculations include a forecasted PPC for illustrative purposes. No changes to the current PPC calculation process are recommended in this Study.

© 2026 NEWGEN STRATEGIES AND SOLUTIONS, LLC

RESIDENTIAL BENCHMARKING

Option 3



Assumes the same pass-through of PPCs for all other utilities.

© 2026 NEWGEN STRATEGIES AND SOLUTIONS, LLC



SUMMARY OF IMPACT ON RESIDENTIAL BILLS

SUMMARY: RESIDENTIAL MONTHLY BILLS

Rate Component (1)	Current Rates	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5
Option 1 – Monthly Bill	$129.85	$130.70	$133.83	$139.62	$146.13	$153.33
Option 2 – Monthly Bill	$129.85	$131.49	$134.54	$137.67	$140.91	$144.27
Option 3 – Monthly Bill	$129.85	$129.47	$133.59	$137.76	$141.97	$146.23
Option 1 – Over/(Under) Recovery	–	($401,720)	($316,570)	($65,434)	$239,909	$591,213
Option 2 – Over/(Under) Recovery	–	($196,128)	($48,554)	$111,300	$284,713	$472,770
Option 3 – Over/(Under) Recovery	–	($479,534)	($333,204)	($189,464)	($46,009)	$95,971

(1) Monthly bill calculations include a forecasted PPC for illustrative purposes. No changes to the current PPC calculation process are recommended in this Study. Based on 1,200 kWh of monthly usage.

© 2026 NEWGEN STRATEGIES AND SOLUTIONS, LLC



QUESTIONS?

NEWGEN STRATEGIES AND SOLUTIONS, LLC

225 UNION BOULEVARD, SUITE 450

LAKEWOOD, CO 80228

GRANT RABON, PARTNER
GRABON@NEWGENSTRATEGIES.NET
(512) 900-8232

JACK BUCKLEY, MANAGER
JBUCKLEY@NEWGENSTRATEGIES.NET
(303) 557-7700

APPENDIX

ACTUAL AND FORECASTED PPC

Class	Fiscal Year 2025 Average of Actuals	Budgeted Fiscal Year 2026	Forecasted Phase 1	Forecasted Phase 2	Forecasted Phase 3	Forecasted Phase 4	Forecasted Phase 5
PPC ($/kWh)	$0.07707	$0.06717	$0.06818	$0.06922	$0.07027	$0.07133	$0.07241
% Change	–	(12.8%)	1.5%	1.5%	1.5%	1.5%	1.5%

© 2026 NEWGEN STRATEGIES AND SOLUTIONS, LLC

SUMMARY: GENERAL SERVICE MONTHLY BILLS

Rate Component (1)	Current Rates	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5
Option 1 – Monthly Bill	$220.00	$222.60	$225.37	$227.66	$229.96	$231.80
Option 2 – Monthly Bill	$220.00	$226.95	$232.33	$237.86	$243.76	$249.86
Option 3 – Monthly Bill	$220.00	$222.60	$225.37	$227.66	$229.96	$231.80
Option 1 – Over/(Under) Recovery	–	($401,720)	($316,570)	($65,434)	$239,909	$591,213
Option 2 – Over/(Under) Recovery	–	($196,128)	($48,554)	$111,300	$284,713	$472,770
Option 3 – Over/(Under) Recovery	–	($479,534)	($333,204)	($189,464)	($46,009)	$95,971

(1) Monthly bill calculations include a forecasted PPC for illustrative purposes. No changes to the current PPC calculation process are recommended in this Study. Based on 1,200 kWh of monthly usage.

© 2026 NEWGEN STRATEGIES AND SOLUTIONS, LLC

SUMMARY: GENERAL SERVICE DEMAND MONTHLY BILLS

Rate Component[(1)]	Current Rates	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5
Option 1 – Monthly Bill	$2,880	$2,931	$2,978	$2,999	$3,020	$3,041
Option 2 – Monthly Bill	$2,880	$3,012	$3,073	$3,139	$3,207	$3,278
Option 3 – Monthly Bill	$2,880	$2,931	$2,978	$2,999	$3,020	$3,041
Option 1 – Over/(Under) Recovery	–	($401,720)	($316,570)	($65,434)	$239,909	$591,213
Option 2 – Over/(Under) Recovery	–	($196,128)	($48,554)	$111,300	$284,713	$472,770
Option 3 – Over/(Under) Recovery	–	($479,534)	($333,204)	($189,464)	($46,009)	$95,971

(1) Monthly bill calculations include a forecasted PPC for illustrative purposes. No changes to the current PPC calculation process are recommended in this Study. Based on 1,200 kWh of monthly usage.

© 2026 NEWGEN STRATEGIES AND SOLUTIONS, LLC

GENERAL SERVICE CLASS – OPTION 1

Rate Component [1]	Current Rates	Phase 1 2026	Phase 2 2027	Phase 3 2028	Phase 4 2029	Phase 5 2030
Customer Charge	$23.42	$32.00	$33.00	$33.50	$34.00	$34.00
Energy Charges ($/kWh)						
Tier 1 (0–6,000 kWh)	$0.03582	$0.04119	$0.04119	$0.04119	$0.04119	$0.04119
Tier 2 (6,000+ kWh)	$0.00250	$0.00288	$0.00288	$0.00288	$0.00288	$0.00288
Capital Improvement Rate ($/kWh)	$0.00225	$0.00225	$0.00225	$0.00225	$0.00225	$0.00225
Regulatory Charge ($/kWh)	$0.00050	$0.00050	$0.00050	$0.00050	$0.00050	$0.00050
Monthly Bill (1,700 kWh)	$220.00	$222.60	$225.37	$227.66	$229.96	$231.80
Change from Prior Phase (%)	–	1.2%	1.2%	1.0%	1.0%	0.8%
Effective Rate Increase	–	0.2%	0.9%	0.7%	0.7%	0.5%

(1) Monthly bill calculations include a forecasted PPC for illustrative purposes. No changes to the current PPC calculation process are recommended in this Study.

© 2026 NEWGEN STRATEGIES AND SOLUTIONS, LLC

GENERAL SERVICE DEMAND CLASS – OPTION 1

Rate Component [1]	Current Rates	Phase 1 2026	Phase 2 2027	Phase 3 2028	Phase 4 2029	Phase 5 2030
Customer Charge	$33.42	$47.00	$47.50	$47.50	$47.50	$47.50
Energy Charges ($/kWh)						
Tier 1 (0–20,000 kWh)	$0.03288	$0.03387	$0.03387	$0.03387	$0.03387	$0.03387
Tier 2 (20,000+ kWh)	$0.00250	$0.00258	$0.00258	$0.00258	$0.00258	$0.00258
Demand Charge ($/kW)	$5.75	$7.25	$7.25	$7.25	$7.25	$7.25
Capital Improvement Rate ($/kWh)	$0.00225	$0.00225	$0.00225	$0.00225	$0.00225	$0.00225
Regulatory Charge ($/kWh)	$0.00050	$0.00050	$0.00050	$0.00050	$0.00050	$0.00050
Monthly Bill (27,000 kWh & 100 kW)	$2,880	$2,931	$2,978	$2,999	$3,020	$3,041
Change from Prior Phase (%)	–	2.0%	0.7%	0.7%	0.7%	0.7%
Effective Rate Increase	–	0.0%	0.8%	0.8%	0.8%	0.8%

(1) Monthly bill calculations include a forecasted PPC for illustrative purposes. No changes to the current PPC calculation process are recommended in this Study.

© 2026 NEWGEN STRATEGIES AND SOLUTIONS, LLC

CONTRACT RATE A – OPTION 1

Rate Component (1)	Current Rates	Phase 1 2026	Phase 2 2027	Phase 3 2028	Phase 4 2029	Phase 5 2030
Customer Charge	$44.32	$56.50	$58.50	$58.50	$58.50	$58.50
Energy Charges ($/kWh)						
Tier 1 (0–120,000 kWh)	$0.04599	$0.05197	$0.05197	$0.05197	$0.05197	$0.05197
Tier 2 (120,000+ kWh)	$0.00250	$0.00283	$0.00283	$0.00283	$0.00283	$0.00283
Capital Improvement Rate ($/kWh)	$0.00225	$0.00225	$0.00225	$0.00225	$0.00225	$0.00225
Regulatory Charge ($/kWh)	$0.00050	$0.00050	$0.00050	$0.00050	$0.00050	$0.00050
Monthly Bill (160,000 kWh & 400 kW)	$15,241	$14,918	$15,045	$15,171	$15,298	$15,427
Change from Prior Phase (%)	–	(2.1%)	0.8%	0.8%	0.8%	0.8%
Effective Rate Increase	–	(4.3%)	1.0%	1.0%	1.0%	1.0%

(1) Monthly bill calculations include a forecasted PPC for illustrative purposes. No changes to the current PPC calculation process are recommended in this Study.

© 2026 NEWGEN STRATEGIES AND SOLUTIONS, LLC

CONTRACT RATE B – OPTION 1

Rate Component [(1)]	Current Rates	Phase 1 2026	Phase 2 2027	Phase 3 2028	Phase 4 2029	Phase 5 2030
Customer Charge	$44.32	$56.50	$58.50	$58.50	$58.50	$58.50
Energy Charges ($/kWh)						
Tier 1 (0–120,000 kWh)	$0.02259	$0.03276	$0.03931	$0.04560	$0.04902	$0.05197
Tier 2 (120,000+ kWh)	$0.00250	$0.00283	$0.00283	$0.00283	$0.00283	$0.00283
Capital Improvement Rate ($/kWh)	$0.00225	$0.00225	$0.00225	$0.00225	$0.00225	$0.00225
Regulatory Charge ($/kWh)	$0.00050	$0.00050	$0.00050	$0.00050	$0.00050	$0.00050
Monthly Bill (160,000 kWh & 400 kW)	$2,604	$2,649	$2,841	$3,024	$3,136	$3,237
Change from Prior Phase (%)	–	1.7%	7.2%	6.5%	3.7%	3.2%
Effective Rate Increase	–	1.6%	7.2%	6.4%	3.7%	3.2%

(1) Monthly bill calculations include a forecasted PPC for illustrative purposes. No changes to the current PPC calculation process are recommended in this Study.

© 2026 NEWGEN STRATEGIES AND SOLUTIONS, LLC

GENERAL SERVICE CLASS – OPTION 2

Rate Component (1)	Current Rates	Phase 1 2026	Phase 2 2027	Phase 3 2028	Phase 4 2029	Phase 5 2030
Customer Charge	$23.42	$33.00	$35.50	$38.50	$42.00	$45.50
Energy Charges ($/kWh)						
Tier 1 (0–6,000 kWh)	$0.03582	$0.04316	$0.04381	$0.04425	$0.04460	$0.04505
Tier 2 (6,000+ kWh)	$0.00250	$0.00301	$0.00306	$0.00309	$0.00311	$0.00314
Capital Improvement Rate ($/kWh)	$0.00225	$0.00225	$0.00225	$0.00225	$0.00225	$0.00225
Regulatory Charge ($/kWh)	$0.00050	$0.00050	$0.00050	$0.00050	$0.00050	$0.00050
Monthly Bill (1,700 kWh)	$220.00	$226.95	$232.33	$237.86	$243.76	$249.86
Change from Prior Phase (%)	–	3.2%	2.4%	2.4%	2.5%	2.5%
Effective Rate Increase	–	2.0%	2.0%	2.0%	2.0%	2.0%

(1) Monthly bill calculations include a forecasted PPC for illustrative purposes. No changes to the current PPC calculation process are recommended in this Study.

© 2026 NEWGEN STRATEGIES AND SOLUTIONS, LLC

GENERAL SERVICE DEMAND CLASS – OPTION 2

Rate Component [1]	Current Rates	Phase 1 2026	Phase 2 2027	Phase 3 2028	Phase 4 2029	Phase 5 2030
Customer Charge	$33.42	$50.50	$66.00	$86.00	$107.50	$132.50
Energy Charges ($/kWh)						
Tier 1 (0–20,000 kWh)	$0.03288	$0.03485	$0.03485	$0.03485	$0.03485	$0.03485
Tier 2 (20,000+ kWh)	$0.00250	$0.00265	$0.00265	$0.00265	$0.00265	$0.00265
Demand Charge ($/kW)	$5.75	$7.75	$8.00	$8.25	$8.50	$8.75
Capital Improvement Rate ($/kWh)	$0.00225	$0.00225	$0.00225	$0.00225	$0.00225	$0.00225
Regulatory Charge ($/kWh)	$0.00050	$0.00050	$0.00050	$0.00050	$0.00050	$0.00050
Monthly Bill (27,000 kWh & 100 kW)	$2,880	$3,012	$3,073	$3,139	$3,207	$3,278
Change from Prior Phase (%)	–	4.6%	2.0%	2.1%	2.2%	2.2%
Effective Rate Increase	–	2.0%	2.0%	2.0%	2.0%	2.0%

(1) Monthly bill calculations include a forecasted PPC for illustrative purposes. No changes to the current PPC calculation process are recommended in this Study.

© 2026 NEWGEN STRATEGIES AND SOLUTIONS, LLC

CONTRACT RATE A – OPTION 2

Rate Component (1)	Current Rates	Phase 1 2026	Phase 2 2027	Phase 3 2028	Phase 4 2029	Phase 5 2030
Customer Charge	$44.32	$62.50	$66.00	$69.50	$73.00	$77.00
Energy Charges ($/kWh)						
Tier 1 (0–120,000 kWh)	$0.04599	$0.06209	$0.06395	$0.06587	$0.06785	$0.06975
Tier 2 (120,000+ kWh)	$0.00250	$0.00338	$0.00348	$0.00358	$0.00369	$0.00379
Capital Improvement Rate ($/kWh)	$0.00225	$0.00225	$0.00225	$0.00225	$0.00225	$0.00225
Regulatory Charge ($/kWh)	$0.00050	$0.00050	$0.00050	$0.00050	$0.00050	$0.00050
Monthly Bill (160,000 kWh & 400 kW)	$15,241	$16,160	$16,516	$16,880	$17,252	$17,618
Change from Prior Phase (%)	–	6.0%	2.2%	2.2%	2.2%	2.1%
Effective Rate Increase	–	2.0%	2.0%	2.0%	2.0%	2.0%

(1) Monthly bill calculations include a forecasted PPC for illustrative purposes. No changes to the current PPC calculation process are recommended in this Study.

© 2026 NEWGEN STRATEGIES AND SOLUTIONS, LLC

CONTRACT RATE B – OPTION 2

Rate Component (1)	Current Rates	Phase 1 2026	Phase 2 2027	Phase 3 2028	Phase 4 2029	Phase 5 2030
Customer Charge	$44.32	$58.00	$70.00	$84.00	$101.00	$116.50
Energy Charges ($/kWh)						
Tier 1 (0–120,000 kWh)	$0.02259	$0.03309	$0.03375	$0.03443	$0.03512	$0.03582
Tier 2 (120,000+ kWh)	$0.00250	$0.00366	$0.00373	$0.00380	$0.00388	$0.00396
Capital Improvement Rate ($/kWh)	$0.00225	$0.00225	$0.00225	$0.00225	$0.00225	$0.00225
Regulatory Charge ($/kWh)	$0.00050	$0.00050	$0.00050	$0.00050	$0.00050	$0.00050
Monthly Bill (160,000 kWh & 400 kW)	$2,604	$2,659	$2,713	$2,770	$2,831	$2,891
Change from Prior Phase (%)	–	2.1%	2.1%	2.1%	2.2%	2.1%
Effective Rate Increase	–	2.0%	2.0%	2.0%	2.0%	2.0%

(1) Monthly bill calculations include a forecasted PPC for illustrative purposes. No changes to the current PPC calculation process are recommended in this Study.

© 2026 NEWGEN STRATEGIES AND SOLUTIONS, LLC

GENERAL SERVICE CLASS – OPTION 3

Rate Component (1)	Current Rates	Phase 1 2026	Phase 2 2027	Phase 3 2028	Phase 4 2029	Phase 5 2030
Customer Charge	$23.42	$32.00	$33.00	$33.50	$34.00	$34.00
Energy Charges ($/kWh)						
Tier 1 (0–6,000 kWh)	$0.03582	$0.04119	$0.04119	$0.04119	$0.04119	$0.04119
Tier 2 (6,000+ kWh)	$0.00250	$0.00288	$0.00288	$0.00288	$0.00288	$0.00288
Capital Improvement Rate ($/kWh)	$0.00225	$0.00225	$0.00225	$0.00225	$0.00225	$0.00225
Regulatory Charge ($/kWh)	$0.00050	$0.00050	$0.00050	$0.00050	$0.00050	$0.00050
Monthly Bill (1,700 kWh)	$220.00	$222.60	$225.37	$227.66	$229.96	$231.80
Change from Prior Phase (%)	–	1.2%	1.2%	1.0%	1.0%	0.8%
Effective Rate Increase	–	0.2%	0.9%	0.7%	0.7%	0.5%

(1) Monthly bill calculations include a forecasted PPC for illustrative purposes. No changes to the current PPC calculation process are recommended in this Study.

© 2026 NEWGEN STRATEGIES AND SOLUTIONS, LLC

GENERAL SERVICE DEMAND CLASS – OPTION 3

Rate Component [(1)]	Current Rates	Phase 1 2026	Phase 2 2027	Phase 3 2028	Phase 4 2029	Phase 5 2030
Customer Charge	$33.42	$47.00	$47.50	$47.50	$47.50	$47.50
Energy Charges ($/kWh)						
Tier 1 (0–20,000 kWh)	$0.03288	$0.03387	$0.03387	$0.03387	$0.03387	$0.03387
Tier 2 (20,000+ kWh)	$0.00250	$0.00258	$0.00258	$0.00258	$0.00258	$0.00258
Demand Charge ($/kW)	$5.75	$7.25	$7.25	$7.25	$7.25	$7.25
Capital Improvement Rate ($/kWh)	$0.00225	$0.00225	$0.00225	$0.00225	$0.00225	$0.00225
Regulatory Charge ($/kWh)	$0.00050	$0.00050	$0.00050	$0.00050	$0.00050	$0.00050
Monthly Bill (27,000 kWh & 100 kW)	$2,880	$2,931	$2,978	$2,999	$3,020	$3,041
Change from Prior Phase (%)	–	2.0%	0.7%	0.7%	0.7%	0.7%
Effective Rate Increase	–	0.0%	0.8%	0.8%	0.8%	0.8%

(1) Monthly bill calculations include a forecasted PPC for illustrative purposes. No changes to the current PPC calculation process are recommended in this Study.

© 2026 NEWGEN STRATEGIES AND SOLUTIONS, LLC

CONTRACT RATE A – OPTION 3

Rate Component (1)	Current Rates	Phase 1 2026	Phase 2 2027	Phase 3 2028	Phase 4 2029	Phase 5 2030
Customer Charge	$44.32	$56.50	$58.50	$58.50	$58.50	$58.50
Energy Charges ($/kWh)						
Tier 1 (0–120,000 kWh)	$0.04599	$0.05197	$0.05197	$0.05197	$0.05197	$0.05197
Tier 2 (120,000+ kWh)	$0.00250	$0.00283	$0.00283	$0.00283	$0.00283	$0.00283
Capital Improvement Rate ($/kWh)	$0.00225	$0.00225	$0.00225	$0.00225	$0.00225	$0.00225
Regulatory Charge ($/kWh)	$0.00050	$0.00050	$0.00050	$0.00050	$0.00050	$0.00050
Monthly Bill (160,000 kWh & 400 kW)	$15,241	$14,918	$15,045	$15,171	$15,298	$15,427
Change from Prior Phase (%)	–	(2.1%)	0.8%	0.8%	0.8%	0.8%
Effective Rate Increase	–	(4.3%)	1.0%	1.0%	1.0%	1.0%

(1) Monthly bill calculations include a forecasted PPC for illustrative purposes. No changes to the current PPC calculation process are recommended in this Study.

© 2026 NEWGEN STRATEGIES AND SOLUTIONS, LLC

CONTRACT RATE B – OPTION 3

Rate Component (1)	Current Rates	Phase 1 2026	Phase 2 2027	Phase 3 2028	Phase 4 2029	Phase 5 2030
Customer Charge	$44.32	$56.50	$58.50	$58.50	$58.50	$58.50
Energy Charges ($/kWh)						
Tier 1 (0–120,000 kWh)	$0.02259	$0.03276	$0.03931	$0.04560	$0.04902	$0.05197
Tier 2 (120,000+ kWh)	$0.00250	$0.00283	$0.00283	$0.00283	$0.00283	$0.00283
Capital Improvement Rate ($/kWh)	$0.00225	$0.00225	$0.00225	$0.00225	$0.00225	$0.00225
Regulatory Charge ($/kWh)	$0.00050	$0.00050	$0.00050	$0.00050	$0.00050	$0.00050
Monthly Bill (160,000 kWh & 400 kW)	$2,604	$2,649	$2,841	$3,024	$3,136	$3,237
Change from Prior Phase (%)	–	1.7%	7.2%	6.5%	3.7%	3.2%
Effective Rate Increase	–	1.6%	7.2%	6.4%	3.7%	3.2%

(1) Monthly bill calculations include a forecasted PPC for illustrative purposes. No changes to the current PPC calculation process are recommended in this Study.

© 2026 NEWGEN STRATEGIES AND SOLUTIONS, LLC

SUMMARY: CONTRACT RATE A MONTHLY BILLS

Rate Component (1)	Current Rates	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5
Option 1 – Monthly Bill	$15,241	$14,918	$15,045	$15,171	$15,298	$15,427
Option 2 – Monthly Bill	$15,241	$16,160	$16,516	$16,880	$17,252	$17,618
Option 3 – Monthly Bill	$15,241	$14,918	$15,045	$15,171	$15,298	$15,427
Option 1 – Over/(Under) Recovery		($401,720)	($316,570)	($65,434)	$239,909	$591,213
Option 2 – Over/(Under) Recovery		($196,128)	($48,554)	$111,300	$284,713	$472,770
Option 3 – Over/(Under) Recovery		($479,534)	($333,204)	($189,464)	($46,009)	$95,971

(1) Monthly bill calculations include a forecasted PPC for illustrative purposes. No changes to the current PPC calculation process are recommended in this Study. Based on 1,200 kWh of monthly usage.

© 2026 NEWGEN STRATEGIES AND SOLUTIONS, LLC

SUMMARY: CONTRACT RATE B MONTHLY BILLS

Rate Component (1)	Current Rates	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5
Option 1 – Monthly Bill	$2,604	$2,649	$2,841	$3,024	$3,136	$3,237
Option 2 – Monthly Bill	$2,604	$2,659	$2,713	$2,770	$2,831	$2,891
Option 3 – Monthly Bill	$2,604	$2,649	$2,841	$3,024	$3,136	$3,237
Option 1 – Over/(Under) Recovery		($401,720)	($316,570)	($65,434)	$239,909	$591,213
Option 2 – Over/(Under) Recovery		($196,128)	($48,554)	$111,300	$284,713	$472,770
Option 3 – Over/(Under) Recovery		($479,534)	($333,204)	($189,464)	($46,009)	$95,971

(1) Monthly bill calculations include a forecasted PPC for illustrative purposes. No changes to the current PPC calculation process are recommended in this Study. Based on 1,200 kWh of monthly usage.

© 2026 NEWGEN STRATEGIES AND SOLUTIONS, LLC

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: June 16, 2026

AGENDA ITEM CAPTION: Discussion and/or action awarding a Solid Waste and Recycling Collection Services Contract to Republic Services of Texas, Ltd. d/b/a Central Texas Refuse.

ORIGINATING DEPARTMENT AND CONTACT: Public Works - Sean Kelley

ACTION REQUESTED: Award of Contract

BACKGROUND/SUMMARY/DISCUSSION:

The City of Lockhart retained Burns & McDonnell to assist with a competitive procurement process for a new citywide solid waste and recycling collection services contract. The Request for Proposals (RFP) was released on November 10, 2025, and proposals were received from five qualified firms on December 22, 2025. Following proposal evaluations, interviews, reference checks, and contract negotiations, Republic Services of Texas, Ltd., operating locally as Central Texas Refuse (CTR), was selected as the recommended service provider.

CTR has provided solid waste collection services to the City of Lockhart since 2004, with the current agreement approved by City Council in 2021. To allow additional time for negotiations and development of the final agreement, City Council approved a two-month extension of the existing contract, extending the service term from June 1, 2026, to August 1, 2026.

The proposed agreement includes several enhancements to existing services, including:

- Universal residential curbside recycling service for all residential customers (including glass recycling);
- Monthly residential brush and bulky waste collection;
- Optional commercial recycling services; and
- New side-loading trucks, new solid waste and recycling bins, and access to a "Track My Truck" mobile application.

The agreement provides for an initial seven-year term beginning August 1, 2026, and expiring July 31, 2033, with optional renewal terms subject to mutual agreement of the parties. If approved, Republic Services will begin implementation and transition activities in preparation for the August 1, 2026 service commencement date. Staff will also begin a public education and outreach campaign, including information published on the City's website, social media platforms, and utility bill inserts to inform residents and businesses about the new service offerings, collection schedules, recycling program, brush and bulky waste collection services, and other operational details associated with the transition to the new contract.

PROJECT SCHEDULE (if applicable):

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

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

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends awarding the Solid Waste and Recycling Collection Services Contract to Republic Services of Texas, Ltd. d/b/a Central Texas Refuse and authorizing the City Manager to execute all necessary contract documents.

LIST OF SUPPORTING DOCUMENTS: Lockhart Solid Waste Contract Final

CITY OF LOCKHART

SOLID WASTE AND RECYCLING COLLECTION SERVICES CONTRACT

CONTENTS

1.0 RECITALS 11
1.1 Recitals Incorporation 11
2.0 DEFINITIONS 12
2.1 Definitions 12
3.0 REPRESENTATIONS 21
3.1 Representations 21
3.1.1 Representations by the City 21
3.1.2 Representations by the Contractor 21
4.0 GENERAL CONDITIONS 22
4.1 Designated Representative 22
4.2 Compliance with Laws and Regulations 22
5.0 SERVICE AREA 23
6.0 RIGHT TO PROVISION OF SERVICES 23
6.1 Right to Operate Collection Vehicles 23
6.2 Exclusive Right to Provision of Collection Services 23
7.0 EFFECTIVE DATE AND TERM OF AGREEMENT 24
7.1 Effective Date of Agreement 24
7.2 Initial Term 24
7.3 Optional Renewal Terms 24
8.0 RESIDENTIAL COLLECTION SERVICES 24
8.1 Residential Collection Services Scope 24
8.1.1 Residential Trash Collection Services Scope 24
8.1.2 Residential Recycling Collection Services 25
8.1.3 Residential Yard, Brush, and Bulky Waste Collection Services 25
8.1.4 Additional Residential Yard, Brush, and Bulky Waste Collection Services 25
8.2 Residential Collection Services Location 25
9.0 COMMERCIAL COLLECTION SERVICES 26
9.1 Commercial Collection Services Scope 26
9.2 Commercial Collection Service Location 26
9.3 Unscheduled Extra Collection 26

10.0 CITY FACILITIES 26
10.1 Commercial Collection Days 27
11.0 CITY EVENTS AND SPECIAL PROJECTS 27
12.0 CASH DONATION 27
13.0 COLLECTION DAYS AND HOLIDAYS 27
13.1 Residential Collection Days 27
13.2 City Services Collection Days 27
13.3 Holidays 27
14.0 HOURS OF OPERATION 28
15.0 DISPOSAL SERVICES 28
16.0 RECYCLABLE MATERIAL PROCESSING SERVICES 28
16.1 Recyclable Material Facility Requirements 28
16.2 Addition and Deletion of Program Recyclable Materials 29
17.0 TRANSFER STATION PROCESSING SERVICES 29
18.0 COMMINGLING OF MATERIALS AND DISPOSAL OF PROGRAM RECYCLABLE MATERIALS PROHIBITED 29
18.1 Commingling of Materials 29
18.2 Disposal of Program Recyclable Materials Prohibited 29
19.0 STORM AND DISASTER DEBRIS MANAGEMENT 29
20.0 COLLECTION VEHICLES 30
20.1 Inspection of Collection Vehicles 30
20.2 Appearance of Collection Vehicles 30
20.3 Age of Collection Vehicles 30
20.4 Purchase, Operation, Maintenance, Storage and Replacement of Collection Vehicles 30
20.5 Collection Vehicle Specifications 31
21.0 CARTS 32
21.1 Ownership of Carts 32
21.2 Cart Operations 32
21.3 Cart Inventory Data 32
21.3.1 Cart Inventory Database 32

21.3.2 Requirements for Cart Inventory Report and Collection of Excess Carts 32
21.4 Cart Inventory Replacement 33
21.5 Cart Operations Facility and Location 33
21.6 Cart Purchase 33
21.7 Cart Maintenance, Repair, and Replacement 33
21.8 Cart Specifications 34
21.9 Cart Appearance 35
21.10 Cart Warranty 35
22.0 OTHER COLLECTION EQUIPMENT 36
22.1 Appearance of Other Collection Equipment 36
22.2 Other Collection Equipment Specifications 37
22.3 Purchase, Operation, Storage and Replacement of Other Collection Equipment 37
22.4 Other Collection Equipment Inspection and Maintenance 37
22.5 Ownership of Collection Equipment other than Carts 37
23.0 UNACCEPTED SET-OUTS 38
24.0 MISSED COLLECTION 38
25.0 PUBLIC EDUCATION NOTICES 39
26.0 SPILLAGE, LEAKAGE AND LITTER 40
27.0 CUSTOMER LIST 40
28.0 COST ADJUSTMENT 40
28.1 Annual Cost Adjustment Process 40
28.2 Annual Cost Adjustment Index 41
29.0 PERSONNEL 41
29.1 Contractor's Representative 41
29.2 Personnel Standards 41
30.0 CUSTOMER SERVICE 42
30.1 Customer Service Responsibilities 42
31.0 PLANNING DOCUMENTS 42
31.1 Contingency Plan 42
31.2 Transition Plan 43

32.0 DAMAGE TO PROPERTY 44

33.0 NUISANCE CONTROL 44

34.0 CITY'S RIGHTS TO INSPECT FACILITIES AND EQUIPMENT 44

35.0 OWNERSHIP AND RISK OF LOSS FOR TRASH, BRUSH AND BULKY WASTE, YARD WASTE AND PROGRAM RECYCLABLE MATERIALS 44

36.0 INSURANCE REQUIREMENTS 44

37.0 LIQUIDATED DAMAGES 45

37.1 Liquidated Damages - General 46

37.2 Liquidated Damages -Collection Services 46

37.3 Liquidated Damages -Processing and Disposal Services 48

38.0 PAYMENT WITHHELD 48

39.0 LETTER OF CREDIT OR PERFORMANCE BOND 49

40.0 FORCE MAJEURE 49

41.0 TERMINATION 50

41.1 Termination for Cause 50

41.2 Notice of Default and Opportunity to Cure 50

41.3 Right to Terminate 51

42.0 ACTS OF DEFAULT OR DEFAULT 51

43.0 DISPUTE RESOLUTION 51

43.1 Interpretation of Agreement 51

43.2 Definition of Claim 51

43.3 Process for Dispute Resolution 52

43.4 Operations During Dispute 52

44.0 RECORDKEEPING 53

45.0 REPORTING 54

46.0 CUSTOMER BILLING 54

47.0 MISCELLANEOUS 55

47.1 Indemnification 55

47.2 Assignment and/or Subcontracting 55

47.3 Taxes 55

47.4 Succession of Agreement 55
47.5 Survival 55
47.6 Joint Preparation 56
47.7 No Penalties 56
47.8 Relationship 56
47.9 Further Assurance 56
47.10 Time of the Essence 56
47.11 Captions and Section Headings 56
47.12 No Waiver 56
47.13 Entire Agreement and Modification 56
47.14 Severability 56
47.15 Knowledge 57
47.16 Attachments 57
47.17 Governing Law 57
47.18 Attorney Fees 57
47.19 Anti-Boycott, Anti-Discrimination, and Anti-Terrorism 57
47.20 Relationship of Parties 58
47.21 Entirety of Agreement 58
47.22 Amendment of Agreement 59
47.23 No Surrender of Governmental Power 59
47.24 No Waiver of Governmental Power 59
47.25 Termination Due to Lack of Appropriations 59

48.0 AUTHORIZATION 59

49.0 SIGNATURES 60

50.0 ATTACHMENT 1: RESIDENTIAL COLLECTION SERVICES UNIT PRICES 1

51.0 ATTACHMENT 2: COMMERCIAL COLLECTION SERVICES UNIT PRICES 2

52.0 ATTACHMENT 3: CITY OF LOCKHART RFP 2025-04 6

1.1 INTRODUCTION 19
1.1.1 Overview 19
1.1.2 Draft Agreement 19
1.1.3 Agreement Term 19
1.1.4 Overview of Stages of Procurement and Implementation 20

1.2 DEFINITIONS 21
1.3 BACKGROUND 23
1.3.1 Verification of Information 23
1.3.2 City Information 23
1.3.3 Existing Residential Curbside Collection Services 23
1.3.4 Existing Commercial Collection Services 26
1.3.5 City Facilities 29
1.3.6 City Events and Special Projects 30
1.3.7 Existing Use of Landfill Drop-Off 30
1.4 GENERAL CONDITIONS OF RFP PROCESS AND TERMS OF CONTRACT 31
1.4.1 Proposal Submission 31
1.4.2 Late Proposals 32
1.4.3 Withdrawal of Proposals 32
1.4.4 Amendment of Proposals 32
1.4.5 Proposal Irrevocability 32
1.4.6 Authorized Signatures 32
1.4.7 Proposer Costs 32
1.4.8 Tax Exempt Status 33
1.4.9 Proprietary Data 33
1.4.10 Waiver of Claims 33
1.4.11 Compliance with Federal, State, County, and Local Laws 33
1.4.12 Purchase Orders and Payment 34
1.4.13 Letter of Credit or Performance Bond 34
1.4.14 Agreement Incorporation 34
1.4.15 Cooperative Purchasing 34
1.4.16 Invoicing 35
1.4.17 Venue 35
1.4.18 Exclusive Franchise and Franchise Fee 35
1.4.19 Termination 35
1.4.20 Change Orders 36
1.4.21 Invalid, Illegal, or Unenforceable Provisions 36
1.4.22 Injuries or Damages Resulting from Negligence 36
1.4.23 Conflict of Interest 36
1.4.24 Certificate of Interested Parties (Form 1295) 37
1.4.25 Insurance Requirements 38
1.5 RFP PROCESS AND EVALUATION CRITERIA 39
1.5.1 Schedule of Events 39
1.5.2 Optional Pre-Proposal Conference 40
1.5.3 RFP Documents and Document Distribution 40

1.5.4 Addenda to the RFP Documents 41
1.5.5 RFP Procedural and Content Clarifications 41
1.5.6 Proposer to Make Own Examination 42
1.5.7 Errors or Omissions 42
1.5.8 The City's Clarification and Verification of Proposals 43
1.5.9 Proposal Acceptance Period 43
1.5.10 Communication Restrictions 43
1.5.11 Exceptions to the RFP Documents 44
1.5.12 Proposer Interviews 44
1.5.13 Evaluation Criteria 44
1.5.14 Evaluation Committee and Advisors 46
1.5.15 Steps in the Evaluation Process 46
1.5.16 General Evaluation and Disqualification Provisions 48
1.6 SCOPE OF WORK 50
1.6.1 Cost Adjustments 50
1.6.2 Recordkeeping and Reporting 50
1.6.3 Contingency Plan 51
1.6.4 Transition Plan 51
1.6.5 City's Responsibilities 51
1.6.6 Inspection Rights 52
1.6.7 Days and Hours of Operation 52
1.6.8 Holidays 52
1.6.9 Personnel Standards 52
1.6.10 Nuisance Control 53
1.6.11 Property Damage 53
1.6.12 Liquidated Damages 53
1.6.13 Customer Service and Communications 53
1.6.14 Residential Trash Collection Services 53
1.6.15 Residential Recycling Collection Services 54
1.6.16 Yard, Brush, and Bulky Waste Collection Services 54
1.6.17 Additional Yard, Brush, and Bulky Waste Collection Services 55
1.6.18 Household Hazardous Waste Collection Services 55
1.6.19 Commercial Collection 55
1.6.20 Cart Purchase Service 56
1.6.21 City Facilities 57
1.6.22 City Events and Special Projects 57
1.6.23 Landfill Drop-Off 57
1.6.24 Collection Location 57
1.6.25 Waste Disposal Sites 58

1.6.26 Recyclable Material Facility 58
1.6.27 Transfer Stations 58
1.6.28 Household Hazardous Waste Processing Facility 59
1.6.29 Commingling of Materials 59
1.6.30 Unaccepted Set-Outs 59
1.6.31 Carts and Containers 59
1.6.32 Missed Collection 60
1.6.33 Storm and Disaster Debris Management 60
1.6.34 Education and Outreach 61
1.6.35 Vehicle and Equipment Standards 61
1.6.36 Customer Billing 61
1.7 PROPOSAL FORMAT 63
1.7.1 General Instructions 63
1.7.2 Signatures 63
1.7.3 Typed or Inked Corrections 63
1.7.4 Proposal Format 63
1.7.5 Letter of Intent 64
1.7.6 Company History and Ownership 65
1.7.7 Statement of Organization 65
1.7.8 Company Experience 65
1.7.9 Proof of Satisfaction of Minimum Requirements 65
1.7.10 Method of Approach 66
1.7.11 Financial Statements 71
1.7.12 Required Planning Documents 72
1.7.13 Key Personnel 73
1.7.14 Contractor's Representative 73
1.7.15 Legal Terms and Conditions 73
1.7.16 Financial Proposal 74
1.7.17 Forms 74
FORM 1 STATEMENT OF ORGANIZATION 1
FORM 2 PROJECT REFERENCES AND EXPERIENCE 1
Form 2A : Residential Collection References and Experience 1
Form 2B : Commercial Collection References and Experience 3
FORM 3 FINANCIAL PROPOSAL 1
Form 3A : Residential Trash Collection 1
Form 3A.1 : Residential Trash Collection, Once per Week 1
Form 3B : Residential Recycling Collection 2

Form 3C : Residential Yard, Brush, and Bulky Waste Collection 3
Form 3D : Residential Household Hazardous Waste Collection Service 4
Form 3E : Commercial Trash Collection Service 5
Form 3E.1 : Commercial Trash Cart Collection Service 5
Form 3E.2 : Commercial Trash Collection Service, Front Load 5
Form 3E.3 : Unscheduled Commercial Front Load Trash Collection 6
Form 3E.4 : Commercial Trash Roll Off Service 6
Form 3F : Commercial Recycling Collection Services 7
Form 3F.1 : Commercial Recycling Cart Collection Service 7
Form 3F.2 : Commercial Recycling Collection Service, Front Load 7
Form 3F.3 : Unscheduled Commercial Front Load Recycling Collection 8
Form 3F.4 : Commercial Recycling Roll Off Service 8
Form 3G : Optional Cart Purchase Services 9
Form 3G.1 : Contractor Purchase of New City-Owned Carts 9
Form 3G.2 : Optional Distribution of City-Purchased Carts 9
Form 3H : City Events and Special Projects 10
FORM 4 DISCOUNT FOR 7 YEAR INITIAL TERM FOR CONTRACT 1
FORM 5 ANNUAL FINANCIAL CONTRIBUTION 2
FORM 6 CERTIFICATE OF INSURABILITY 3
FORM 7 ACKNOWLEDGEMENT OF ADDENDA 1
FORM 8 NON-COLLUSION ACKNOWLEDGEMENT 1
FORM 9 EXCEPTION FORM 1
FORM 10 SUSPENSION OR DEBARMENT CERTIFICATE 1
FORM 11 RELEASE AND INDEMNIFICATION 1
FORM 12 SIGNATURE FORM 1
53.0 ATTACHMENT 4: ADDENDUM #1 1
54.0 ATTACHMENT 5: ADDENDUM #2 10
55.0 ATTACHMENT 6: ADDENDUM #3 14
56.0 ATTACHMENT 7: REPUBLIC SERVICE PROPOSAL, INTERVIEW RESPONSES, & BAFO 18

1.0 RECITALS

WHEREAS, The City issued a Request for Proposals for Solid Waste and Recycling Collection Services (hereinafter **"the RFP"**); and,

WHEREAS, The Contractor submitted a proposal in response to the RFP on or before December 12, 2025; and,

WHEREAS, The City received and evaluated proposals from proposers in response to the RFP; and,

WHEREAS, The City and The Contractor have engaged in negotiations regarding the RFP; and,

WHEREAS, The City desires to hire the Contractor to provide those services as specified hereinafter; and,

WHEREAS, the Contractor desires to provide those services specified hereinafter;

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, the City and the Contractor agree as follows:

1.1 Recitals Incorporation

The foregoing recitals are true and correct and hereby incorporated herein by reference.

2.0 DEFINITIONS

2.1 Definitions

As used herein, the following defined terms, phrases, words, and their derivations shall have the meanings as set forth in this Section. Throughout the Agreement, capitalization is used to indicate use of these defined terms. When not inconsistent with the context, words used in the present tense shall include the future, words importing persons shall include firms and corporations, words used in the plural shall include the singular, words used in the singular shall include the plural, words used in the masculine gender shall include the feminine gender, and word used in the feminine gender shall include the masculine gender.

5G — 5G shall mean fifth-generation broadband cellular software that provides device connectivity and greater bandwidth, faster download speeds, and more robust machine-to-machine communication.

Act of Default or Default **—** Act of Default or Default shall mean any failure to timely, fully and completely comply with one or more material requirements, obligations, performance criteria, duties, terms or conditions, as stated in this Agreement.

Additional Brush and Bulky Waste Services **—** Additional Residential Brush and Bulky Waste Services shall mean Residential Brush and Bulky Waste Services that exceed the collection quantity or collection frequency limits specified in Section 8.1.3.

Agreement **—** Agreement shall mean this document, including any written amendment thereto as agreed upon by the City and the Contractor.

Agreement Term— Agreement Term shall mean the full term of the Agreement, including the Initial Term and any Optional Renewal Term unless sooner terminated.

Alley Service Unit— Alley Service Unit shall mean a Residential Service Unit designated by the City to receive Residential Collection Services in an alley.

Applicable Law—means any applicable law (whether statutory or common), including statutes, ordinances, regulations, rules, governmental orders, governmental decrees, judicial judgments, constitutional provisions, and requirements of any kind and nature promulgated or issued by any governmental authority claiming or having jurisdiction.

Application Programming Interface (API) — API shall mean an interface that supports interactions between multiple software applications or mixed hardware-software applications, intended to provide rapid and reliable electronic communication through the City's data management and/or billing software.

Bag **—** Bag shall mean a non-dissolvable plastic sack with a capacity of up to approximately thirty-five (35) gallons designed or intended to store Trash with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a Bag and its contents that is set-out for collection with Bulky Waste Services shall not exceed forty (40) pounds.

Beyond Contractor's Control **—** Beyond Contractor's Control shall mean events that materially and adversely affect Contractor's ability to perform the obligations under the Agreement and are not due to Contractor's fault or negligence and could not be avoided by Contractor's exercise of commercially

reasonable efforts. Includes temporary landfill closure or extreme hazardous weather conditions but does not include economic hardship, manpower shortages, or equipment failure.

Brush — Brush shall mean cuttings or trimmings from trees, shrubs, or lawns and similar materials.

Bulky Waste — Bulky Waste shall mean large items such as furniture, appliances, mattresses, carpet, tires, and other items too large to place in 96-gallon Carts. Prohibited items include Construction or Demolition waste, treated wood, fence panels, dead animals, Hazardous Waste, Special Waste, automotive parts, and extra trash bags regardless of the quantity or contents.

Bulky Waste Services — Bulky Waste Services shall mean the collection and disposal of Bulky Waste and the collection and recycling of Bulky Waste by the Contractor pursuant to this Agreement.

Business Day — Business Day shall mean any day, Monday through Friday, from 8:00 AM, CDT until 5:00 PM, CDT.

Cart — Cart shall mean a receptacle with wheels with a capacity of up to approximately ninety-six (96) gallons designed or intended to be mechanically dumped into a loader-packer type truck and approved for use by the City.

City — City shall mean the City of Lockhart, Texas, and shall include the City's elected officials, officers, employees, agents, volunteers and representatives.

City Event — City Event shall mean an event sponsored or co-sponsored by the City and designated by the City to receive City Services. The City has the sole authority to add or eliminate City Events to receive City Services.

City Facility — City Facility shall mean any City owned or operated facility designated by the City as a City Facility to receive City Services. The City has the sole authority to add or eliminate City Facilities to receive City Services.

City's Representative — City's Representative shall mean the person designated to receive written notices and communication on behalf of the City as identified in Section 4.1.

City Services — City Services shall mean Trash, Bulky Waste, and Recycling Collection, Processing, and Disposal Services for City Facilities, and City Events as further described in Section 10.

Council — Council shall mean the City Council, the governing body of the City.

Collect or Collection — Collect or Collection shall mean the act of removing Trash and Bulky Waste and transporting it to a Disposal Site, the act of removing Recyclable Material and transporting it to a Recyclable Material Facility, or the act of removing Yard Waste and transporting it to a Processing Facility.

Collection Day — Collection Day shall have the meaning set out in Section 12.

Collection Services — Collection Services shall mean all duties and responsibilities of the Contractor related to Collection pursuant to this Agreement.

Commercial — Commercial shall mean originating from any structure or activity other than single-family and duplex residential development including but not limited to hotels, motels, residential structures containing three or more dwellings, residential care facilities, businesses, industrial, and institutional facilities, construction projects, or an individual renting one (1) or more Roll-Off Container(s) located at their residence.

Commercial Recyclable Material — Commercial Recyclable Material shall mean Recyclable Material Collected from Commercial buildings, establishments, or activities including multifamily dwellings, other than single-family and duplex residential development.

Commercial Recycling Collection Services — Commercial Recycling Collection Services shall mean Collection and delivery of Commercial Recyclable Materials to a Delivery facility pursuant to this Agreement.

Commercial Trash — Commercial Trash shall mean all normal waste products of Commercial buildings, establishments, or activities, excluding sewage and body waste, manure, dead animals over ten pounds in weight, Special Waste, Hazardous Waste, large tree trimmings, or any other waste material that cannot be broken down to fit into Commercial Trash Containers specified in this Agreement.

Commercial Trash Collection Services — Commercial Trash Collection Services shall mean Collection and delivery of Commercial Trash to a Delivery Facility pursuant to this Agreement.

Compactor — Compactor shall mean any container, regardless of its size, which has a compaction mechanism, whether stationary or mobile, and approved for use by the City.

Comply or Compliance — Comply or Compliance shall mean timely, fully and completely performing or meeting each and every term, requirement, obligation, performance criteria, duty or condition as stated in this Agreement. Compliance shall not mean substantial compliance. Substantial compliance shall be an Act of Default unless waived by the City solely by a written instrument.

Construction or Demolition Waste — Construction or Demolition Waste shall mean Municipal Solid Waste resulting from construction or demolition projects including all materials that are directly or indirectly the by-products of construction work or that result from demolition of buildings and other structures, including, but not limited to, paper, cartons, gypsum board, wood, excelsior, rubber, plastics, concrete, asphalt, and cardboard.

Container — Container shall mean Compactor, Front Load Container, or Roll-Off Container.

Contamination — Contamination shall mean the existence of any other material or substance on or contained in Program Recyclable Materials other than Program Recyclable Materials or the existence of any material or substance on or contained in Yard Waste other than Yard Waste

Contract Rates — Contract Rates shall mean the unit prices for Services as shown in Services as shown in Attachment 3 and Attachment 4 respectively.

Contractor — Contractor shall mean the corporation(s) responsible for performing Services pursuant to the Agreement and includes the Contractor's assignees and subcontractors.

Cubic Yard (CY) — Cubic Yard shall mean a unit of volume equal to the volume of a cube with sides of one (1) yard in length.

Curbside — Curbside shall mean within five (5) feet of the street or alleyway that provides primary access to the Residential Service Unit as designated by the City.

Customer — Customer shall mean the owner of a Commercial property or manager of a construction site located within the Service Area or their representative.

CY — See Cubic Yard.

Delivery Facility — Delivery Facility shall mean any suitably licensed transfer station, Disposal site, or Processing Facility designated by the City where the Contractor delivers Trash, Bulky Waste, Yard Waste or Recyclable Materials pursuant to this Agreement.

Discharge — Discharge shall mean the deposit, conduct, drain, emit, throw, run, allow to seep, or otherwise release, or to allow, permit, or suffer any of these acts or omissions.

Disposal — Disposal shall mean the authorized deposit of Solid Waste at a Disposal Site in accordance with the terms of this Agreement.

Disposal Site— Disposal Site shall mean a Solid Waste management facility authorized by the Texas Commission on Environmental Quality to receive such waste for final disposal in accordance with local, state, and federal requirements.

Effective Date — Effective Date shall mean the effective date of the Agreement as defined in Section 7.1.

Excluded Waste — Excluded Waste shall mean Hazardous Waste, Special Waste, and Construction and Demolition Waste.

Fiscal Year — Fiscal Year shall mean the period beginning October 1st of each year and ending on September 30th of the subsequent year for the term of the Agreement.

Force Majeure — Force Majeure shall mean events beyond the City's or the Contractor's control that delay the City or Contractor from performing any of its obligations under this Agreement other than its payment obligations as further described in Section 41.

Front Load Container — Front Load Container shall mean any Container, with a capacity of two (2) cubic yards to ten (10) cubic yards and designed to be lifted and emptied into a standard front load collection vehicles as approved for use by the City.

Generator — Generator shall mean any person, site or location that produces Solid Waste, or Recyclable Materials.

Gross Revenues — Gross Revenues shall mean all revenues received, directly or indirectly, by the Contractor, its affiliates, subsidiaries, parent, and any person in which the Contractor has a financial interest, from or in connection with this Agreement.

GVW — GVW shall mean Gross Vehicle Weight.

Hazardous Waste — Hazardous Waste shall mean any Solid Waste identified or listed as a hazardous waste by the administrator of the United States Environmental Protection Agency under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, 42 United States Code, §§6901 et seq., as amended.

Herein, Hereunder, Hereby, Hereto, Hereof, and any similar terms — shall mean this Agreement.

Initial Term — Initial Term shall mean the initial period that the Contractor shall perform the Services pursuant to the Agreement as further described in Section 7.2.

Marketing — Marketing shall mean identification and developing of end markets for Program Recyclable Material and the selling of Program Recyclable Material to end markets.

May — May shall mean something that is not mandatory but permissible.

Missed Collection — Missed Collection shall mean the Contractor's failure to perform any Collection required by this Agreement within the timeframe specified in the Agreement provided that the material intended for Collection was set out at the time and in the manner specified in the Agreement.

Modified Collection Location —Modified Collection Location shall mean a location other than the Curbside acceptable to both the Resident and the Contractor for providing Residential Trash Collection Services or Residential Recycling Collection Services. The City reserves the right to designate the Modified Collection Location if the Resident and the Contractor cannot agree on an acceptable location or the location agreed upon by the Resident and the Contractor presents or may present health and safety hazards.

Multi-family Complex — Multi-family Complex shall mean a continuous dwelling, including all Multi-family Units therein, under a common roof of three (three) or more units, whether contiguous or multi-level construction, and shall include, but not be limited to, dwellings considered to be apartment houses, grouped housing, or condominiums.

Multi-family Unit — Multi-family Unit shall mean each dwelling unit in a Multi-Family Complex under a common roof of three (3) or more units. Multi-Family Units shall include, but not be limited to, dwelling units in apartment houses, grouped housing, or condominiums.

Optional Renewal Term — Optional Renewal Term means an optional addition to the term of the Agreement that the City can exercise at its sole discretion as further described in Section 7.3.

Person — Person shall mean an individual, corporation, organization, government or governmental subdivision or agency, business trust, partnership, association, or any other legal entity.

Process, Processed or Processing — Process, Processed, or Processing shall mean Recovery of Recyclable Materials, Treatment into Recovered Materials, and marketing of Recovered Materials to end markets; Recovery of Yard Waste, treatment into mulch or compost, and marketing of mulch or compost to end markets.

Processing Facility — Processing Facility shall mean a facility permitted under all applicable local, state, and federal laws and regulations for Processing Yard Waste or Recyclable Material.

Program Aluminum and Steel Recyclable Material — Program Aluminum and Steel Recyclable Material shall mean any beverage container, food can, bi-metal container, or lid with or without paper labels, rings,

and lids composed primarily of whole iron, aluminum, steel, or other Recyclable Material of a similar nature.

Program Glass Recyclable Material — Program Glass Recyclable Material shall mean any glass food and beverage bottles, containers, or jars with or without paper labels, rings, and lids. Program Glass Recyclable Material shall not mean window glass, porcelain, or china.

Program Household Hazardous Waste (HHW) Material — Program Household Hazardous Waste Material shall mean paint, motor oil, batteries, cleaners, herbicides, insecticides and other common household hazardous wastes as listed in Attachment 5 and approved by the City for acceptance in its Household Hazardous Waste Collection Services program.

Program Paper Recyclable Material — Program Paper Recyclable Material shall mean any:

(i) Kraft paper;
(ii) Corrugated containers that have liners of Kraft, jute, or test liner including dry food boxes, beer and soda carriers, shoe boxes;
(iii) Old newspaper including slick paper inserts;
(iv) Chipboard; and
(v) Other mixed paper including but not limited to junk mail, junk mail inserts, residential mixed paper, bagged shredded paper, high-grade paper, white and colored ledger, copier paper, office paper, laser printer paper, computer paper including continuous-formed perforated white bond or green bar paper, book paper, cotton fiber content paper, duplicator paper, form bond, manifold business forms, mimeo paper, note pad paper (no backing), loose leaf fillers, stationery, writing paper, paper envelopes without plastic windows, carbonless (NCR) paper, tabulating cards, facsimile paper, manila folders, magazines, paperback books, small catalogs, telephone books and Yellow Pages.

Program Plastic Recyclable Material — Program Plastic Recyclable Material shall mean any rigid plastic bottle, container, jug, or jar made from #1 through #5 or #7 plastic.

Program Recyclable Material — Program Recyclable Material shall mean Program Paper Recyclable Material, Program Plastic Recyclable Material, Program Glass Recyclable Materials, and Program Aluminum and Steel Recyclable Material.

Program Recyclable Material — Program Recyclable Material shall mean Program Paper Recyclable Material, Program Plastic Recyclable Material, Program Glass Recyclable Materials, and Program Aluminum and Steel Recyclable Material.

Proposal — Proposal shall mean the proposal submitted by the Contractor in response to the Request for Proposals.

Recovered Material — Recovered Material shall mean Program Recyclable Materials that have been processed at the Recyclable Material Facility to market specifications.

Recyclable Material — Recyclable Material shall mean material that has been recovered or diverted from the nonhazardous Solid Waste stream for purposes of reuse, recycling, or reclamation, and is any material or product designated in writing by the City as being suitable for reuse, recycling, or reclamation.

Recyclable Material Facility — Recyclable Material Facility shall mean the facility where the Contractor receives and processes Recyclable Materials, including all contiguous land, structures, other appurtenances, and improvements on the land. A facility may be publicly or privately owned and may consist of several processing or storage units.

Recycling — Recycling shall mean a process by which materials that have served their intended use or are scrapped, discarded, used, surplus, or obsolete are collected, separated, or processed and returned to use in the form of raw materials in the production of new products.

Request for Proposals (RFP) — Request for Proposals shall mean City of Proposer Request for Proposals Number 2025-04 through which the City solicited proposals to provide the Services contemplated in this Agreement.

Resident — Resident shall mean a person who resides at a Residential Service Unit.

Residential Trash — Residential Trash means all normal waste products of single-family and duplex residential development, other than sewage and body waste, manure, dead animals over ten pounds in weight, Special Waste, Hazardous Waste, large tree trimmings, Construction or Demolition Waste, or any other waste material that cannot be broken down to fit into residential Trash receptacles specified in this Agreement.

Residential Service Unit — Residential Service Unit shall mean a residential building with two (2) or fewer dwelling units located within the City occupied by a person or group of persons. A Residential Service Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto.

Residential Services — Residential Services shall mean Trash Services, Bulky Waste Services, Recycling Services, and Yard Waste Collection Services for Residential Service Units.

Residue — Residue shall mean material that is Processed at the Recyclable Material Facility but is not recovered and is disposed of as Solid Waste, including both Contamination and unrecovered Recyclable Material.

RFP — see "Request for Proposals."

Roll-Off Container— Roll-Off Container shall mean any container, excluding compactors, with a capacity of ten (10) cubic yards or more which is designed to be loaded onto a standard roll-off truck and transported to a Solid Waste Facility or Recyclable Material Facility and approved for use by the City.

Rubbish — Rubbish shall mean non-putrescible solid waste (excluding ashes), consisting of both combustible and noncombustible waste materials. Combustible rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, brush, or similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, and similar materials that will not burn at ordinary incinerator temperatures (1,600 degrees Fahrenheit to 1,800 degrees Fahrenheit).

Scavenging — Scavenging shall mean the unauthorized removal of Recyclable Material after the generators thereof divest control physically or as a matter of appropriate law, rule or regulation.

Service Area — Service Area shall mean the area contained within the limits of the City of Lockhart, Texas, as may be amended from time to time.

Services — Services shall mean all duties and responsibilities of the Contractor pursuant to this Agreement.

Service Commencement Date — Service Commencement Date shall mean June 1, 2026, or an alternative date mutually agreed upon by the City and the Contractor in writing.

Service Unit — Service Unit shall mean a property qualifying for Service under the Agreement.

Shall — Shall will always mean mandatory and not merely directory.

Single Stream — Single Stream shall mean Program Recyclable Materials that are commingled and that do not require the generator to subdivide the Program Recyclable Materials prior to collection.

Solid Waste — Solid Waste shall mean Trash, rubbish, sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and agricultural operations and from community and institutional activities, but does not include:

(i) Solid or dissolved material in domestic sewage or irrigation return flows or industrial discharges subject to regulation by permit issued under Chapter 26, Water Code;
(ii) Soil, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for surface improvement construction.

Solid Waste Facility — Solid Waste Facility shall mean all contiguous land, structures, other appurtenances, and improvements on the land used for disposing of Solid Waste.

Special Waste — Special Waste shall mean any Solid Waste or combination of Solid Wastes that because of its quantity, concentration, physical or chemical characteristics, or biological properties requires special handling and disposal to protect the human health or the environment. If improperly handled, transported, stored, processed, or disposed of or otherwise managed, it may pose a present or potential danger to the human health or the environment. Special Wastes shall include:

(i) Hazardous waste from conditionally exempt small-quantity generators that may be exempt from full controls under Chapter 335, Subchapter N of Texas Administrative Code, Title 30
(ii) Class 1 industrial nonhazardous waste
(iii) Untreated medical waste
(iv) Septic tank pumpings
(v) Grease and grit trap waste
(vi) Wastes from commercial or industrial wastewater treatment plants; air pollution control facilities; and tanks, drums, or containers used for shipping or storing any material that has been listed as a hazardous constituent in 40 Code of Federal Regulations (CFR) Part 261, Appendix VIII but has not been listed as a commercial chemical product in 40 CFR §261.33(e) or (f)
(vii) Slaughterhouse wastes
(viii) Dead animals
(ix) Drugs, contaminated foods, or contaminated beverages, other than those contained in normal household waste
(x) Pesticide (insecticide, herbicide, fungicide, or rodenticide) container

(xi) Discarded materials containing asbestos
(xii) Incinerator ash
(xiii) Soil contaminated by petroleum products, crude oils, or chemicals in concentrations of greater than 1,500 milligrams per kilogram total petroleum hydrocarbons; or contaminated by constituents of concern that exceed the concentrations listed in Table 1 of §335.521(a)(1) of Texas Administrative Code, Title 30
(xiv) Used oil
(xv) Waste from oil, gas, and geothermal activities subject to regulation by the Railroad Commission of Texas when those wastes are to be processed, treated, or disposed of at a solid waste management facility authorized under this chapter
(xvi) Waste generated outside the boundaries of Texas that contains:
(a) any industrial waste
(b) any waste associated with oil, gas, and geothermal exploration, production, or development activities
(c) any item listed as a special waste in this paragraph
(xvii) Lead acid storage batteries
(xviii) Used-oil filters from internal combustion engines.

State — State shall mean the State of Texas.

Substantial Compliance — Substantial Compliance shall pertain solely to acts of Contractor being less than full and complete compliance and being ninety percent (90%) or more of full compliance. Substantial compliance shall mean an act of default.

Ton — Ton shall mean a unit of weight equal to 2,000 pounds.

Transition Plan — Transition Plan shall mean procedures established to ensure timely, smooth, and uninterrupted transitions between service providers at the beginning and end of the Agreement as further described in Attachment 2.

Trash — Trash shall mean Residential Trash and Commercial Trash.

Trash Collection Services— Trash Collection Services shall mean Residential Trash Collection Services and Commercial Trash Collection Services.

Unaccepted Set-out — Unaccepted set-out shall mean a set-out for collection that does not comply with the requirements of the Agreement.

Will — Will shall mean mandatory and not merely directory.

Yard Waste — Yard Waste shall mean cuttings or trimmings from trees, shrubs, or lawns, and similar materials such as grass, leaves, flowers, stalks, tree trimmings, Brush, and branches that are set out to be collected as a part of the Yard Waste Collection Service. Any such material set out to be collected with Trash or Bulky Waste Services shall be considered Trash or Bulky Waste.

Yard Waste Bag — Yard Waste Bag shall mean Kraft bag or other sack authorized by the City, designed to store Yard Waste with sufficient wall strength to maintain physical integrity when lifted. Total weight of a Yard Waste Bag and its contents shall not exceed forty (40) pounds.

Yard Waste Bundle — Yard Waste Bundle shall mean limbs or Brush cut into lengths of 4 feet or less and securely tied with no limbs exceeding six inches in diameter and no bundle exceeding 50 pounds in weight.

Yard Waste Collection Service — Yard Waste Collection Service shall mean the Collection of Yard Waste and delivery to the Delivery Facility pursuant to this agreement.

3.0 REPRESENTATIONS

3.1 Representations

3.1.1 Representations by the City

The City represents to the Contractor that the City is duly organized and existing in good standing under the laws of the State and is duly qualified and authorized to perform governmental functions and operations as contemplated by this Agreement.

3.1.2 Representations by the Contractor

The Contractor makes the following representations to the City.

(i) The Contractor is duly qualified and in good standing to do business in the State and is duly qualified and in good standing to do business wherever necessary to carry on the business and operations required to perform all required Services as contemplated by this Agreement.

(ii) The Contractor has obtained or will provide the necessary processing and marketing capacity for Program Recyclable Material for the Initial Term and Optional Renewal Terms as defined in Section 7.0 of this Agreement.

(iii) The Contractor will obtain at their own expense all applicable environmental and other governmental permits, licenses and authorizations as required under Federal, State, local law, regulation, rule, or ordinance that are necessary to perform the Services.

(iv) The Contractor will obtain at their own expense all required insurance coverages specified in this Agreement.

(v) The Contractor will obtain at their own expense the required performance bond or letter of credit specified in this Agreement.

(vi) To the best of the Contractor's knowledge, there is no action, suit or proceeding, at law or equity, before or by any court or government authority, pending or threatened against the Contractor, wherein an unfavorable decision, ruling or finding would materially and adversely affect the performance by the Contractor of its obligation hereunder or the other transactions contemplated hereby, or which, in any way, would adversely affect the validity or enforceability of this Agreement, or any other related contract or instrument entered into by the Contractor.

4.0 GENERAL CONDITIONS

4.1 Designated Representative

Any notices or communication required or permitted to be made to either the City or the Contractor under this Agreement shall be made to the Designated Representative in writing:

If to the Contractor: Municipal Sales Manager

Republic Services

9316 FM 812

Austin, TX 78719

If to the City: City Manager

City of Lockhart

308 W San Antonio St

Lockhart, TX 78644

The City Manager serves as the City's Representative for this Agreement and as the sole point of contact for the Contractor(s).

Notice shall be deemed to be given: (a) if personally delivered, when delivered; (b) if mailed, five (5) business days after receipted delivery to the U.S. Mail; (c) if delivered to Federal Express, or any other nationally recognized overnight carrier, one (1) business day after delivery to such overnight carrier. Each party, by similar written notice given five (5) business days in advance to the other Parties in the aforesaid manner, may change the address to which notice may be sent.

4.2 Compliance with Laws and Regulations

The Contractor understands, acknowledges, and agrees the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989.

Pursuant to the provisions of A.R.S. §41-4401, the Contractor warrants to the City that the Contractor and all its subcontractors are in compliance with all Federal Immigration laws and regulations that relate to their employees and with the E-Verify Program under A.R.S. §23-214(A).

A breach of this warranty by the Contractor or any of its subcontractors will be deemed a material breach of this Agreement and may subject the Contractor or subcontractor to penalties up to and including termination of this Agreement or any subcontract.

The City retains the legal right to inspect the papers of any employee of the Contractor or any subcontractor who works on this Agreement to ensure that the Contractor or any subcontractor is complying with the warranty given above.

The City may conduct random verification of the employment records of the Contractor and any of its subcontractors to ensure compliance with this warranty.

The City will not consider the Contractor or any of its subcontractors in material breach of this Agreement if the Contractor and its subcontractors establish that they have complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A). The "E-Verify Program" means the employment verification pilot program as jointly administered by the United States Department of Homeland Security and the Social Security Administration or any of its successor programs.

The provisions of this Article shall be included in any agreements with subcontractors who provide services under this Agreement. "Services" are defined as furnishing labor, time or effort in the State of Texas by a contractor of subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

In addition, the Contractor shall comply with the following laws:

(i) Occupational Safety and Health Administration (OSHA)
The Contractor warrants that any work performed on City property or in a location partially or entirely under the Contractor's control will be performed in accordance with OSHA requirements and all applicable labor laws, regulations, and standards.

(ii) Equal Employment Opportunity
Contractor will comply with applicable laws, statutes, codes, rules and regulations related to or prohibiting discrimination in employment in the performance of its work under this Agreement.

(iii) Fair Labor Standards Act
Contractor is required and hereby agrees by execution of this Agreement to pay all employees not less than the Federal minimum wage and to abide by other requirements as established by the Congress of the United States in the Fair Labor Standards Act, as amended from time to time.

5.0 SERVICE AREA

The Contractor shall be required to perform the Services for all properties located within the Service Area, which includes the area contained within the limits of the City of Lockhart, Texas, as may be amended from time to time.

6.0 RIGHT TO PROVISION OF SERVICES

6.1 Right to Operate Collection Vehicles

City hereby grants the Contractor for the Agreement Term, the right and privilege to have, use and operate its vehicles on, over, and along, and across the present and future streets and alleys of the City as reasonably required to perform the Services contemplated under the Agreement.

6.2 Exclusive Right to Provision of Collection Services

The Contractor shall have the exclusive right to provide all Collection Services within the City including providing all Collection Services to Residential Service Units, Multi-family Complexes, and Commercial

Service Units including industrial or institutional properties and construction sites. The Contractor, not the City, shall be responsible for defending the rights granted herein against third parties.

Notwithstanding the Contractor's exclusive right to provide Collection Services, it is understood and agreed that a construction contractor may haul and dispose of Construction or Demolition waste generated by a project located within the City that the construction contractor was hired to perform, provided that the construction contractor uses its own equipment to store and haul the Construction or Demolition Waste.

7.0 EFFECTIVE DATE AND TERM OF AGREEMENT

7.1 Effective Date of Agreement

Except as otherwise provided for herein, the obligations of the parties shall take effect on the date of execution hereof.

7.2 Initial Term

Unless sooner terminated in accordance with Section 42.0, the Initial Term of the Agreement shall be for a seven (7) year period commencing on August, 1st 2026 and continuing in effect until July 31st, 2033.

7.3 Optional Renewal Terms

The City and Contractor may, by mutual written agreement, renew this Agreement for one or more optional renewal terms ("Optional Renewal Term(s)"), provided that the combined total term of the Agreement, including the Initial Term and any Optional Renewal Terms, shall not exceed ten (10) years.

No Optional Renewal Term shall be effective unless agreed to in writing by both parties. At least three hundred sixty five (365) days prior to the expiration of the then-current term, the City may provide written notice of its interest in renewing the Agreement. Following such notice, the parties shall engage in good faith negotiations and use commercially reasonable efforts to agree upon the terms of the applicable Optional Renewal Term, including any adjustments to compensation or service requirements.

Unless otherwise agreed in writing, any Optional Renewal Term shall be on substantially the same terms and conditions as this Agreement, as previously amended.

If the parties are unable to reach agreement on an Optional Renewal Term prior to the expiration of the then-current term, this Agreement shall expire in accordance with its terms without further obligation, except for those provisions that expressly survive termination.

8.0 RESIDENTIAL COLLECTION SERVICES

8.1 Residential Collection Services Scope

8.1.1 Residential Trash Collection Services Scope

The Contractor shall collect one (1) time per week, on a scheduled Collection Day, all Trash contained in Trash Carts. Each Residential Service Unit shall have a minimum of one (1) Trash Cart. A Trash Cart Set-Out shall not weigh more than 150 pounds, inclusive of the Cart and contents. A Resident may request that the Contractor increase the number of Trash Carts at their Residential

Service Unit for an additional charge. Upon the Contractor's receipt of a Resident's request to increase the number of Trash Carts at their Residential Service Unit, the Contractor shall collect, once per week on the same scheduled day as the first Trash Cart, all Trash contained in the number of Trash Cart(s) specified by the Resident.

8.1.2 Residential Recycling Collection Services

The Contractor shall collect every other week all Recyclable Materials in one (1) Recycling Cart. Each Residential Service Unit shall have a minimum of one (1) Recycling Cart. A Resident may request that the Contractor increase the number of Recycling Carts at their Residential Service Unit for an additional charge. Upon the Contractor's receipt of a Resident's request to increase the number of Recycling Carts at their Residential Unit, Contractor shall collect, one (1) time every other week on the same scheduled day as the first Recycling Cart, all Recyclable Materials contained in the number of Recycling Cart(s) specified by the Resident. Residential Service Units shall not be required to separate Recyclable Materials by type prior to Collection.

8.1.3 Residential Yard, Brush, and Bulky Waste Collection Services

The Contractor shall provide Curbside Collection of Brush and Bulky Waste to all Residential Service Units. Residents may set out up to four (4) cubic yards of Brush and Bulky Waste per month. Residents may request Additional Brush and Bulky Waste Collection Services in accordance with Section 8.1.4.

8.1.4 Additional Residential Yard, Brush, and Bulky Waste Collection Services

A Resident may submit a request to the Contractor for Additional Residential Brush and Bulky Waste Collection Services. Upon receipt of a request from a Resident for Additional Residential Brush and Bulky Waste Services, the Contractor shall Collect, on a Collection Day agreed upon by the Contractor and Customer, all Brush and Bulky Waste as specified by the Resident for an additional charge.

8.2 Residential Collection Services Location

Except as described below, Residential Collection Services shall be provided at the Curbside.

If the City deems that all Residents of a Residential Service Unit are unable due to age or verified physical limitations to safely move a Cart to the Curbside, the Contractor shall provide Residential Trash Collection Services and Residential Recycling Collection Services at a Modified Collection Location acceptable to the Resident and the Contractor. The City reserves the right to designate the Modified Collection Location if the Resident and the Contractor cannot agree on an acceptable location or the location agreed upon by the Resident and the Contractor presents or may present health and safety hazards. Residential Yard Waste Collection Services and Residential Brush and Bulky Waste Collection Services shall be provided at the Curbside for such Residential Service Units.

In limited areas, as identified by the City, the Contractor shall collect Trash, Recycling, and Yard Waste in alleys. Brush and Bulky Waste Collection shall be at the Curbside in front of the house and not the alley. Alley Service Units may not be conducive to operation of the Contractor's regular collection vehicles. The Contractor shall collect from Alley Service Units using modified equipment or operations if its regular collection vehicles are unable to safely operate in alleys.

The Contractor shall provide Residential Collection Services from City-approved Modified Collection Locations and Alley Service Units at no additional cost to the City.

9.0 COMMERCIAL COLLECTION SERVICES

9.1 Commercial Collection Services Scope

The Contractor shall offer Trash and Recycling Collection Services to all Commercial Customers within the Service Area. For the purposes of the Agreement, Commercial Customers are defined to include but not be limited to Multi-family Complexes, businesses, industrial, and institutional properties, construction projects, and individuals renting one (1) or more Roll-Off Containers located at their residence.

The Contractor shall provide Trash and Recycling Collection Service to Commercial Customers using Container types, sizes, and collection frequencies specified by the Customer. The Contractor shall provide collection frequencies up to six days per week using the following Commercial Container options.

Container Type	Size Options
Cart	96 Gallon
Front Load (Uncompacted)	2 CY, 4 CY, 6 CY, 8 CY, 10 CY
Front Load (Compacted)	2 CY, 4 CY, 6 CY, 8 CY
Roll-Off (Uncompacted)	20 CY, 30 CY, 40 CY
Roll-Off (Compacted)	15 CY, 20 CY, 30 CY, 35 CY, 40 CY

A Trash or Recycling Cart Set-Out shall not weigh more than 150 pounds, inclusive of the Trash Cart and contents.

9.2 Commercial Collection Service Location

Upon commencement of a new Commercial Collection account, the Contractor and the Customer shall agree upon a location that can be accessed by collection vehicles and that does not interfere with or endanger vehicles or pedestrians.

9.3 Unscheduled Extra Collection

The Contractor shall accommodate requests from Customers for additional Front Load Container Collection on days other than their regularly scheduled Collection Days provided that the request is received at least 48 hours before the additional collection is scheduled to occur. The Collection Service Contractor shall invoice Customers for unscheduled extra collection at the Contract Rates.

10.0 CITY FACILITIES

The Contractor shall provide Collection and Disposal of Trash and Collection and Processing of Program Recyclable Materials to all City Facilities as designated by the City at no charge to the City. The City shall decide on the number and size of Carts and Containers and collection frequencies at each designated City Facility.

10.1 Commercial Collection Days

Commercial Collection Services occur at a frequency and on Collection Days that are mutually agreed upon by the Customer and the Contractor up to six (6) times per week, Monday through Saturday.

11.0 CITY EVENTS AND SPECIAL PROJECTS

The Contractor shall provide Collection, Processing, and Disposal services for City events as designated by the City, including but not limited to the following.

- The City may request collection services for City events and projects at the Contract Rates for equipment rentals in Attachment 4. Rental rates include supply of equipment, a driver, fuel, hauling, Disposal, Processing, and other incidental costs. If requested by the City, the driver must remain on-site during the event at no additional cost to the City.

The City shall endeavor to provide reasonable notice in advance of not less than seven (7) days in pre-planned, non-emergency circumstances. The Contractor shall make all reasonable efforts to accommodate requests with less notice in situations that could not reasonably have been foreseen by the City.

12.0 CASH DONATION

The Proposer shall provide an annual cash contribution of no less than $44,000 to the City for the entire term of the contract by May 31 of each year, adjusted annually based on the Cost Adjustment terms.

13.0 COLLECTION DAYS AND HOLIDAYS

13.1 Residential Collection Days

Each Residential Service Unit shall receive Trash and Recycling Collection Services on the same day each week according to a published schedule.

13.2 City Services Collection Days

City Services Collection occurs at a frequency and on Collection Days that are mutually agreed upon by the Contractor and the City.

13.3 Holidays

The Proposer shall not provide Service on Thanksgiving and Christmas. Holidays may be added, deleted, or changed upon the sole determination of the City.

The Contractor shall not provide Collection Services on Thanksgiving and Christmas but may choose to provide Collection Services on other Holidays at their sole discretion. Any collection days missed due to holiday observances shall be made up on the following Saturday or any day of the week during the week the holiday falls upon. Any costs of Holiday observances are included in the Contact Rates.

14.0 HOURS OF OPERATION

Collection operations shall not be conducted outside the hours specified in the following table without written approval from the City's Representative. Operating outside of approved hours will subject the Contractor to Liquidated Damages in accordance with Section 38.0.

Hours of Operation

Collection Service Type	Approved Operating Hours
Residential Collection Services	7:00AM TO 6:00PM, Monday through Friday Saturday Collection 7:00AM TO 6:00PM permitted as required to provide make-up Collection for observed Holidays only.
Commercial Collection Services and City Services	7:00AM TO 6:00PM, Monday through Saturday

15.0 DISPOSAL SERVICES

The Contractor shall deliver all Trash and Brush and Bulky Waste collected under this agreement to 130 Environmental Park Landfill (the Disposal Site) for management in accordance with good environmental practice and compliance with applicable law. The Disposal Site shall not be changed without approval from the City, which approval shall not be unreasonably withheld. The cost of Disposal is included in the Contract Rates for Collection. The Contractor shall maintain sufficient capacity at the Disposal Site(s) to manage all Trash and Bulk Waste collected in the Town throughout the Agreement Term. The City shall have the opportunity to inspect operations at the Disposal Site upon request. If Contractor changes the Disposal Site and it provides a lower cost (based on distance to the City and/or lower disposal cost), the Contractor shall pass on a proportional savings to the City.

Caldwell County has an agreement allowing for County residents' access to landfill drop-off disposal services. The City plans to use this agreement for Trash drop-off service. The agreement is up for renewal in 2033. If the County does not enter into an extension for this agreement, the Contractor shall allow Residential Unit Customers, who provide a copy of their City of Lockhart utility bill, to drop-off up to six (6) cubic yards of Trash per drop-off with no limit on the quantity of drop-off visits for the duration of this Contract.

16.0 RECYCLABLE MATERIAL PROCESSING SERVICES

16.1 Recyclable Material Facility Requirements

The Contractor shall deliver all Program Recyclable Material to the Recyclable Material Facility located Circular Services Commercial & Residential Material Recovery Facility. The Contractor shall maintain sufficient capacity at the Recyclable Material Facility to receive and Process all Program Recyclable Material collected in the City throughout the Agreement Term.

The Contractor shall utilize a Recyclable Material Facility in compliance with all applicable laws. The Recyclable Material Facility shall use processing equipment at the Recyclable Material Facility capable of complying with product specifications of secondary materials buyers including, but not limited to, product form, size, weight, density, and degree of contamination. In addition, the Recyclable Material Facility shall

use processing equipment capable of processing ninety-five percent (95.0%) by weight of Program Recyclable Materials into Recovered Materials monthly. The City reserves the right to review the Recyclable Material Facility's operating records and/or perform material composition audits to verify compliance with these requirements.

The Recyclable Material Facility shall market one hundred percent (100%) of Recovered Materials to secondary markets. Disposal of Program Recyclable Materials or Recovered Materials is strictly prohibited and will subject the Contractor to Liquidated Damages in accordance with Section 38.0. Upon request by the City, the Contractor shall provide information identifying where Program Recyclable Material is marketed, including the location of such markets and whether markets are domestic or international. The Contractor shall also be responsible for Disposal of all Residue generated by processing of Program Recyclable Material. The cost of performing all Recyclable Material Processing Services is included in the Contract Rate.

16.2 Addition and Deletion of Program Recyclable Materials

The City reserves the right to add other Program Recyclable Materials to the program if the processing facility accepts such material from other customers or if the City and Contractor agree it is economically and technically feasible. In addition, the City reserves the right to delete Program Recyclable Materials from the program if the parties agree it is economically and technically prohibitive.

17.0 TRANSFER STATION PROCESSING SERVICES

If the Contractor uses a transfer station to transport solid waste materials to an approved Disposal site, the Contractor shall obtain pre-approval from the City, which approval shall not be unreasonably withheld. Transfer Station operations shall be conducted in accordance with good environmental practice and compliance with applicable law. The cost of using any transfer station is included in the Contract Rates. The City shall be allowed to inspect operations at any transfer station used pursuant to this Agreement upon request.

18.0 COMMINGLING OF MATERIALS AND DISPOSAL OF PROGRAM RECYCLABLE MATERIALS PROHIBITED

18.1 Commingling of Materials

The Contractor shall be allowed to commingle material collected under the Agreement with material collected from other sources outside the City.

18.2 Disposal of Program Recyclable Materials Prohibited

The Contractor shall not dispose of any Program Recyclable Material or market Program Recyclable Materials to markets that the Contractor knows or reasonably should have anticipated will dispose of the Program Recyclable Material except when approved in writing by the City.

19.0 STORM AND DISASTER DEBRIS MANAGEMENT

In the event of an emergency declaration by the City, the President of the United States, or Federal Emergency Management Agency (FEMA) affecting the Service Area, the Contractor shall not be responsible for collection of

debris generated from or as a result of such emergency, to the extent that such debris is in excess of normal volumes and material types collected through services provided under this Contract.

In the event of such emergency declarations, the Contractor shall be required to continue provisions of services in accordance with this Contract, including collection of all materials and material quantity limits as defined herein. On a non-exclusive basis, the City may negotiate with the Contractor for additional services if required or may negotiate with other service providers for quantities in excess of normal volumes.

Emergency declaration, as defined in this Section, shall not automatically invoke Force Majeure terms, as defined in Section 41.0.

20.0 COLLECTION VEHICLES

20.1 Inspection of Collection Vehicles

The City may inspect the Contractor's equipment at any time to ensure compliance with this Agreement. Upon notification form the City, the Contractor shall be required to repair or replace equipment that is no longer in acceptable condition for its intended purpose. The Contractor shall, upon notification from the City, sanitize, wash, or repaint equipment that is unsightly. The Contractor shall provide two (2) new Collection Vehicles for exclusive service this Contract. The two (2) new Collection Vehicles shall have less than 1,000 of mileage.

20.2 Appearance of Collection Vehicles

The Contractor shall paint all collection vehicles uniformly as approved by the City and with the Contractor's name, customer service office telephone number and the unique identification number of the vehicle in letters not less than six (6) inches high on each side and the rear of the vehicle. All collection vehicles shall be uniquely numbered, and a record kept of the vehicle to which each number is assigned.

The Contractor shall use vehicles to which wrap graphics may be applied and shall apply wrap graphics upon request by the City. Wrap graphics may be for the purpose of City-related education, events, announcements, or other content approved by the City. Application of wrap graphics to collection vehicles shall be performed by the Contractor and production and application shall be City's sole cost.

No advertising shall be permitted on vehicles for persons other than the Contractor. No advertising shall be permitted on vehicles for third parties.

20.3 Age of Collection Vehicles

Upon commencement of the Agreement, the Contractor shall use vehicles that are not more than 36 months old. Throughout the Initial Term and any Optional Renewal Terms the average age of the Contractor's collection vehicle fleet shall not exceed 7 years.

20.4 Purchase, Operation, Maintenance, Storage and Replacement of Collection Vehicles

The Contractor, at its sole cost, shall purchase, operate, maintain, store and replace all collection vehicles as required for the provision of Collection Services. The Contractor shall maintain collection vehicles according to industry standards including, but not limited to compaction, prevention of leakage, and other industry standard performance requirements.

All collection vehicles shall be equipped with back-up cameras and spill kits for oil and hydraulic fluids.

20.5 Collection Vehicle Specifications

The Contractor shall use automated side load collection vehicles as the standard collection vehicle type to provide all Cart-based collection services (Residential Trash Collection Services and Residential Recycling Services). The City recognizes that there may be areas within the Service Area that are not conducive to safe operation of automated side load collection vehicles. In these areas, the Contractor may use collection vehicle type(s) other than automated side load.

All collection vehicles used by the Contractor to provide Collection Services under the Agreement shall be designed to prevent leakage, spillage or overflow. All such vehicles shall comply with U.S. Environmental Protection Agency noise emission regulations and other applicable noise control regulations. The Contractor shall also ensure that Gross Vehicle Weights (GVW) do not exceed vehicle license limitations.

The Contractor shall equip all Collection Vehicles with onboard electronic equipment and systems such as cameras, internet, GPS, software and communication systems as required to provide real-time positioning, route monitoring, work order management and photo verification of service delivery. All collection vehicles shall include both in-cab and exterior cameras that are able to document set outs and provide any service verification needs as determined by the City and the Contractor. Cameras shall be supported by a data management platform that is 5G enabled and compatible with the City's data management system. Contractor's onboard technology systems and cameras on each Collection Vehicle shall be available for at least ninety (90) percent of the hours that the Collection Vehicle is on route on a calendar month basis. Additionally, all collection vehicles shall have the capability to have routing and in-field re-routing capabilities and contain an Application Programming Interface (API) that is interoperable with the City's data management system. The City reserves the right to request that the Contractor provide technology improvements from time to time as appropriate to maintain performance. The cost to supply, install, maintain, and operate these electronic systems is included in the Contract Rates, including the cost of any software licenses required by the City.

The City's technology systems and the Contractor's onboard technology systems shall be able to communicate in real time to allow the following transactions to occur:

(i) Transmission of open work orders to Collection Vehicles for completion,

(ii) Transmission of completed work orders from Collection Vehicles to the City,

(iii) Transmission of current location, route completed and route remaining from Collection Vehicles to the City, including a graphical route map clearly identifying the route and providing colored lines indicating if the vehicle has travelled the street in one or both directions,

(iv) Generation and transmission of automated reports identifying any sections of any routes where a Collection Vehicle did not pass,

(v) Generation and transmission of automated reports identifying the address of any Unaccepted Set-outs with a photograph of the Unaccepted Set-Out,

(vi) Review of camera data for service verification,

(vii) Access to stored geolocation data.

21.0 CARTS

21.1 Ownership of Carts

The Contractor shall retain ownership of all Carts.

21.2 Cart Operations

The Contractor shall be responsible for Cart operations, as defined herein, at no additional cost to the City. The Contractor shall retain ownership of all Carts, in accordance with Section 22.1.

The Contractor shall be required to provide Trash Services and Recycling Services utilizing Carts for all Residential Service Units and any other Service Units receiving service using Carts. The Contractor shall be responsible for Cart operations whether the Carts are owned by the Contractor or the City.

The Contractor shall be responsible for storage, assembly, repair, and maintenance of all Carts, and delivery of repaired and replacement Carts to Residential and Commercial Customers. The Contractor shall have computer software capable of supplying the City with detailed information as to the performance of the of the required services under this Section of the Agreement, including Cart purchase and delivery history, service times, types of service performed, types of repairs being made, and other reports as requested by the City. The Contractor shall also be required to provide additional data and reports as required herein.

21.3 Cart Inventory Data

21.3.1 Cart Inventory Database

The Contractor shall develop and maintain a database which contains the following information. The Contractor shall make the then current database, or any data contained therein, available to the City upon request by the City.

Each Cart purchased or managed under the Agreement shall have an associated Cart ID or serial number, unique to that Cart, which shall be used to track all Cart information as required under the Agreement, including:

(i) Location (address) and date of delivery of each Cart, including current and historical locations where Cart has been in-service;

(ii) Occurrences of maintenance, repair, and replacement performed for each Cart; and

(iii) Number and type of Carts at each Residential Service Unit, Commercial Service Unit, and City Facility.

21.3.2 Requirements for Cart Inventory Report and Collection of Excess Carts

Upon commencement of the Agreement, and once every three (3) years thereafter for the duration of the Initial Term and any Optional Renewal Term, the Contractor shall be required to provide the City with a comprehensive report summarizing current Cart inventory information from the database in accordance with Section 22.322.3.1. The initial report shall be submitted to the City within three (3) months of the Service Commencement Date and shall be based upon information gathered during initial Cart distribution. Subsequent Cart inventory reports shall be submitted once every three (3) years thereafter, on the same month in which the Agreement commenced. Subsequent Cart

inventory reports shall be based on in-field Cart data collection activities by the Contractor to verify the number of Trash and Recycling Carts being serviced at each Residential Service Unit, Commercial Service Unit, and City Facility and update the database if required.

The City shall use the comprehensive report to identify the number of Trash Service Carts and Recycling Service Carts that are collected at each Residential Service Unit, to determine the cost of Additional Carts to be paid to the Contractor by the City, in accordance with the rates established in the Agreement.

Upon notification and request by the City, the Contractor shall be required to collect from Residential Service Units, Commercial Service Units, City Facilities, and City Events any unwanted excess Carts. The Contractor will be responsible for storing these Carts until they can be used.

21.4 Cart Inventory Replacement

At Service Commencement, the City may require the Contractor to assemble and distribute Carts to Residential and Commercial Customers at no additional cost. The number of Trash or Recycling Carts to be distributed shall be equal to the number of each type of Cart in use by each Residential Service Unit or Commercial Customer or City Services location at that time.

Throughout the Agreement Term, the Contractor shall be responsible for delivery of repaired, replacement or new Carts to Residential Service Units, Commercial Customers, and City Facilities and Events. The Contractor shall deliver repaired or replacement Carts at no additional cost to the City provided that the delivery occurs due to addition of a new Service Unit, warranty replacement, or replacement due to normal wear and tear or damage due to Contractor fault. If a replacement is required due to loss or damage of a Cart by the Customer, then the Contractor may charge the City a one-time fee for delivery of a replacement Cart.

21.5 Cart Operations Facility and Location

The Contractor shall use its own facilities for Cart operations required including but not limited to Cart storage, maintenance, and repair. The Contractor's Cart operations facility shall be used for receipt and storage of all Carts and replacement parts used in provision of Services under this Agreement.

21.6 Cart Purchase

The Contractor shall be responsible for sourcing and purchasing Carts meeting the specifications in Section 22.8 and delivering them to the Contractor's designated maintenance and storage facility to be managed by the Contractor in accordance with Section 22.0. The Contractor and City shall work cooperatively to maintain inventories of Carts at appropriate levels. The Carts shall be owned by the Contractor and retained by the Contractor at the end of the Agreement Term. Within 90 days of the commencement of this Contract, The Contractor shall provide each current Residential Service Unit with new Trash Cart(s) and a new Recycling Cart(s). New Residential Service Units shall be provided with new Trash and Recycling Carts.

21.7 Cart Maintenance, Repair, and Replacement

(i) The Contractor shall maintain and repair Carts for the collection of Trash and Program Recyclable Materials, in accordance with the Agreement

(ii) The Contractor shall maintain, repair, and deliver repaired, and replacement Carts as needed. Contractor responsibilities shall include picking up damaged Carts, processing

warranty replacements, repairing, and delivering repaired, replacement Carts to Residential Service Units, Commercial Customers, and City Facilities and Events.

(iii) The turn-around time for the maintenance, repair, or replacement of a Cart shall not exceed two (2) business days from the time a request for service is received by the Contractor. Maintenance and repair shall not interfere with normal collection of the Cart.

(iv) The Contractor shall purchase and use replacement parts as specified by the Cart manufacturer as required to repair and maintain Carts.

(v) The Contractor shall make the necessary repairs or replacement within forty-eight (48) hours of receipt of request. The Contractor shall be responsible for maintaining records of such customer service requests and their resolution.

(vi) Contractor shall be responsible for and incur all costs for the disposal or recycling of Carts damaged beyond repair.

21.8 Cart Specifications

The following represent the minimum specifications for Carts used to provide Collection Services under this Agreement.

(i) Carts shall be purchased new for this contract.

(ii) Carts shall have a minimum 10-year warranty in accordance with Section 22.10.

(iii) The Cart shall be compatible with both standard American semi-automated, bar-locking lifters (ANSI type B) as well as automated arm lifters (ANSI type G). All Carts should be rotationally or injection molded using linear high or medium density polyethylene that contains resin with an ultraviolet stabilizer and color shall be non-fading throughout the warranty period.

(iv) The body of the Cart shall be composed of first quality recyclable (25% PCR of total) medium or high-density polyethylene with a BCSR rating of not less than 500 hours.

(v) The resin shall meet or exceed the following American Society for Testing Materials (A.S.T.M) molded property specification: Environmental Stress Crack Resistance (E.S.C.R) Condition “A” for rotational Carts or Condition “B” for injection molded Carts.

(vi) The capacity of Carts shall be approximately 96 U.S. gallons.

(vii) The Cart is provided with adequate wheels (minimum ten-inch (10") diameter with five-eighth inch (5/8’) diameter solid axle) and handles so that it can be pushed or pulled with little effort.

(viii) Carts shall be furnished complete with all hardware needed for assembly and use. Contractor shall establish an inventory stock of replacement parts for field repairs. Replacement parts should be available upon request of repair to ensure repairs are made in a timely manner in accordance with Section 22.7 of the Agreement. The following are considered replacement parts:

a. Wheels and assemblies;

b. Lids and assemblies;

c. All associated fasteners and brackets.

(ix) The Cart is designed to accommodate a load of three hundred thirty-five (335) pounds for a 96-gallon Cart excluding the weight of the Cart, without permanent damage, deformation or structural failure. Carts and all components shall be capable of withstanding temperature extremes ranging from negative thirty (-30) degrees Fahrenheit to one hundred and fifty (150)

degrees Fahrenheit, when under two hundred (200) pounds per square inch compression, applied from opposite sides by the gripping arms of a Vehicle without permanent damage, deformation or structural failure.

(x) Carts shall be made with plastic material using hot melt compounding that is specifically prepared to be colorfast so that the Carts do not alter appreciably in normal use. Carts shall be stabilized against ultraviolet light attack with UV 531 or equivalent.

(xi) Cart lids shall have the following specifications:

a. Shall be designed to facilitate water run-off.

b. Design prevents the lid from being flung open by the wind.

c. Shall be closed by the weight of the lid only. No latches are used or required.

d. The lid is designed in such a manner as to allow opening without having to touch the bottom edge of the lid.

(xii) The Cart is designed to prevent being turned over by winds of up to 40 mph in any direction.

(xiii) In the event of any recall notice, technical service bulletin, or other important notification affecting any Carts or replacement parts purchased under this Agreement, a notice shall be sent to the City. It shall be the responsibility of the Contractor to assure that all recall notices are sent directly to the City.

(xiv) If the Carts include a bar code system, bar codes should be located on the front of the container above the serial number. The bar code should be readable with the devices that meet industry standards. The scanned value of each code should match each Cart's serial number. The bar code shall remain scannable throughout the warranty period.

21.9 Cart Appearance

(i) Carts shall have an appearance as specified by the City, including, but not limited to:

a. Color.

b. Labels, logos, and other identifying information, including size and color of letters, numbers, and markings.

c. Serial numbers or other numbering system of City's choosing.

d. Size and color of the Carts are Navy Blue, Brown, Forest Green or other color as directed by the City, and are stabilized against ultraviolet light attack with UV 531 or equivalent. Color of Trash and Recycling carts shall be different.

e. Upon request, cart lids shall have a hot stamp informational message educational message, and/or In-Mold Label (IML) option as needed by the City.

f. Non-Residential Carts shall have a different lid color from Residential Carts to distinguish Service Unit type.

(ii) Carts shall have no markings or advertising for any entity other than the City.

21.10 Cart Warranty

The following Cart warranty specifications represent the warranty requirements for Cart maintenance, repair and replacement. All Carts and hardware furnished shall be unconditionally warranted for a period of a minimum ten (10) years against defects including, but not limited to: cracking, chipping, peeling, distortion, failures at attachment, weathering degradation, defective or insufficient material, poor material workmanship on the part of the manufacturer and lowered

ultraviolet resistance to aging in the process or normal operational use. If at any time during the warranty period, a defect should occur with any Cart, the Cart shall be replaced by the Contractor at no cost or obligation to the City. The Contractor expressly warrants all items to be new, free from defects in design, materials and workmanship, and to be fit and sufficient for their intended purpose. All warranties shall survive acceptance and payment by the City. The City reserves the right to have any or all Carts submitted for consideration evaluated by an independent testing facility to ensure full compliance with specifications. Warranty includes, but is not limited to, the factors listed below:

(i) Failure of the lid to prevent rainwater from entering the Cart when closed on the Cart body.

(ii) Damage to the Cart body, the lid, or any component parts through opening or closing the lid.

(iii) Does not continuously perform in the intended manner as set forth in Section 22.8 (including smooth maneuverability).

(iv) Failure of the lid hinge to remain fully functional and continually hold the lid in the originally designed and intended position when either is opened or closed.

(v) Failure of any plastic component to be resistant to damage in the event of contact with common household or residential product/chemicals.

(vi) Failure of any plastic component resulting from rodents or other wildlife damage.

(vii) Failure of any portion of the bottom of the Cart to remain impervious to wear-through after repeated contact with rough and abrasive surfaces. The Cart shall remain free of holes or penetrations that will cause the container to leak throughout the warranty period with the Cart in normal use.

Cart or lid failures during the warranty period shall constitute failure of the Cart and require replacement with a new and complete Cart (including shipping and assembly), at no cost to the City. The determination of failure will be at the sole discretion of the City. Warranty replacement will be due to the City within sixty (60) days from the time the City submits the claim.

22.0 OTHER COLLECTION EQUIPMENT

Contractor shall provide other collection equipment and vehicles sufficient in number and capacity to perform the work required by this Agreement including, but not limited to Front Load Containers, Roll-Off Containers and any vehicles used to service Commercial Service Units, City Facilities and City Events. Within 90 days of the commencement of this Contract, the Contractor shall provide refurbished Front Load Containers to all current Commercial Service Units, City Facilities and City Events. Refurbished Front Load Containers shall adhere with Section 23.1 Appearance of Other Collection Equipment.

22.1 Appearance of Other Collection Equipment

The Contractor's name, local telephone number, call center telephone number shall be displayed in letters and numbers no less than four (4) inches high and the vehicle identification number shall be displayed in letters and numbers no less than two and one-half (2.5) inches high on all other collection equipment. Contractor shall not place the City's logo on other collection equipment vehicles. Contractor shall paint all other collection equipment uniformly as approved by Contractor shall maintain all containers in a clean manner.

Other collection equipment used in the collection of materials under the Agreement shall be thoroughly washed on a regular basis to present a clean appearance. City may inspect Vehicles at any time to determine compliance with cleaning and maintenance requirements.

22.2 Other Collection Equipment Specifications

All other collection equipment and vehicles used by Contractor in providing collection of materials under the Agreement shall be designed to prevent leakage, spillage or overflow. All such vehicles shall comply with U.S. Environmental Protection Agency noise emission regulations and other applicable noise control regulations. Contractor shall also ensure that GVW of all vehicles, even when loaded, does not exceed vehicle license limitations to protect the roadways of the City.

22.3 Purchase, Operation, Storage and Replacement of Other Collection Equipment

Unless otherwise stated in this Agreement, Contractor, at its sole cost, shall purchase, operate, and maintain other collection equipment pursuant to this Agreement.

The City, at its sole discretion, shall determine whether the Contractor is or is not properly maintaining the collection equipment. If the City determines the Contractor is not properly maintaining the collection equipment, Contractor shall replace such equipment in accordance with this Agreement and City may assess administrative charges in accordance with this Agreement. Unless otherwise stated in this Agreement, Contractor, at its sole cost, shall replace collection equipment if such equipment is lost, stolen or damaged beyond normal wear and tear. If Contractor or City determines that other collection equipment requires replacement, Contractor shall replace such equipment within fourteen (14) calendar days with comparable equipment. Contractor shall be responsible to make the appearance of the replacement equipment in adherence with the requirements of this Agreement.

Any commercial compactor service will have an initial installation fee on a case by case basis when handled by Republic Services. Customers will have the option to purchase and install their own equipment to be serviced by Republic Services as an alternative option, and in that case the customer would not incur installation fees with Republic Services.

22.4 Other Collection Equipment Inspection and Maintenance

Contractor shall furnish and maintain other collection equipment in accordance with all standards in this Agreement and any maintenance considered to be necessary for execution of the work in an acceptable manner and at a satisfactory rate of progress. Contractor shall inspect each vehicle and each piece of equipment daily to ensure that all equipment is operating properly and complies with Applicable Law. Vehicles which are not operating properly or do not comply with Applicable Law shall be taken out of service until they are repaired and operate properly and comply with Applicable Law.

22.5 Ownership of Collection Equipment other than Carts

Ownership of collection equipment other than Carts shall rest with Contractor.

23.0 UNACCEPTED SET-OUTS

The Contractor may designate a set-out as an Unaccepted Set-out only for the following reasons.

(i) A set-out of Recycling that contains more than thirty percent (30%) materials that are not Program Recyclable Materials

(ii) A set-out exceeds quantity limits as established in this Agreement

(iii) A set-out is not placed at the Curbside or is inaccessible due to barriers

(iv) A set out is placed in bags or other non-standard containers

(v) Waste materials are placed on top of a Cart or a Cart cannot be closed

(vi) A set-out presents a substantial danger to the Contractor's employees or the public

(vii) A set-out contains Hazardous Waste or other prohibited materials that cannot be easily separated

In the event of an Unaccepted Set-out, the Contractor shall:

(i) Take a photograph of the entire set-out

(ii) Collect any portion that is properly set-out and can be easily separated

(iii) Leave an Unaccepted Set-out Notice stating the reason the set-out or portion of the set-out was designated an Unaccepted Set-out

(iv) Record the location address

For Brush and Bulky Waste set-outs that are Unaccepted Set-outs due to exceeding the quantity limit the Contractor shall, if possible, collect a portion of the set-out approximately equal to the quantity limit. The Unaccepted Set-outs shall be tagged with a notification explain why the Set-out was unacceptable, how to address the issue for future collection, and how to contact the Contractor for payment and removal.

The Contractor shall provide a list of the Unaccepted Set-outs including the address, and reason for non-acceptance to the City by 10:00 AM the next business day. If the Contractor fails to provide notice to the customer and to the City in accordance with this Section, the Contractor shall be subject to Liquidated Damages in accordance with Section 38.0.

24.0 MISSED COLLECTION

A missed collection complaint occurs when a customer reports that their material was set out at the correct time and in the manner prescribed by the Agreement and was not collected by the Contractor.

If the City or the Contractor receives a missed collection complaint, the Contractor shall investigate using the collection vehicle's onboard cameras. If the Contractor cannot demonstrate that the material was not set-out, or that an Unaccepted Set-Out notice was delivered due to a non-compliant set-out, then the complaint shall be considered confirmed, and the Contractor shall be subject to Liquidated Damages in accordance with Section 38.0. If the Contractor is notified of a confirmed missed collection prior to 1:00 PM then the Contractor shall return to the property to pick-up the missed collection on the same day that notice is received. If the Contractor is notified of a missed collection after 1:00 PM then the Contractor shall return to the property pick up the missed collection no later than 8:00 AM on the day after the complaint is received.

25.0 PUBLIC EDUCATION NOTICES

The Contractor shall provide the following services associated with public education notices at no additional cost to the City or the customer. The Contractor shall submit all public education notices to the City for approval at least thirty (30) days prior to distribution. Contractor will at no time place public education notices inside customers' mailboxes. Contractor shall not distribute any public education notices within the City without written approval from the City.

(i) Transition Notice

The Contractor shall develop, print, and distribute a Transition Notice informing customers of the change in service provider, if applicable. The final City-approved Transition Notices shall be delivered to Customers by the Contractor between one (1) and fourteen (14) days after the Service Commencement Date.

(ii) Program Introduction Notice

Contractor shall develop, print, and distribute a Program Introduction Notice for each Residential Service Unit describing all Residential services that will be provided, including new services and changes to services. Program Introduction notice shall include, at a minimum:

- Types of Residential Services that will be provided;
- Service frequency or procedure for requesting each service; and
- Set-out requirements (types of materials accepted, configuration, and limits).

Final City-Approved Program Introduction Notices shall be distributed 10 to 15 days prior to the Service Commencement Date.

(iii) Unaccepted Set-out Notices

The Contractor shall develop, print, and distribute, at Contractor's own expense, an Unaccepted Set-out Notice. The Unaccepted Set-out Notice shall be approved by the City and shall include one (1) original with two (2) carbon copies. The Unaccepted Set-out shall include the date, reason for non-collection, Contractor's customer service telephone number, and any other information the City requests. The Contractor shall attach the original Unaccepted Set-out Notice via a non-adhesive means to the Cart, or Container. Contractor shall take a digital photo of set-out that receives an Unaccepted Set-out. Contractor shall maintain carbon copies of Unaccepted Set-out Notices and digital photos in a format Contractor can immediately retrieve a requested notice or photo by address. Contractor shall provide a monthly report of Unaccepted Set-out Notices as set forth in this Agreement.

(iv) Development, Printing and Distribution of Additional Public Education Notices

At the request of the City, the Contractor shall develop, print, and distribute, at Contractor's own expense, other Public Education Notices to Residential Service Units for purposes and needs identified by the City.

The Contractor shall be required to provide to the City at no cost any existing public educational materials previously developed and used for Residential services, including, but not limited to flyers, mailers,

informational or instructional videos, etc. The City shall be permitted to use such materials for public education purposes within the City at the City's discretion.

26.0 SPILLAGE, LEAKAGE AND LITTER

The Contractor shall conduct all operations in a manner that does not allow leaks, spills, or blowing litter to occur. The Contractor shall be responsible for cleanup of any spillage, leakage, or blown litter caused by its operations within two (2) hours of the earlier of either (i) receiving notification of spillage, leakage or blown litter or (ii) knowledge of spillage, leakage, or blown litter by the Contractor or Contractor's employees. The Contractor's vehicles shall carry spill containment kits with supplies for containing and cleaning up small spills of engine fluids or other hazardous materials. The Contractor shall also be required to maintain an on-call subcontractor for the purpose of cleaning up larger spills in a timely manner. Failure by the Contractor to adequately prevent or clean up spills, leakage, or blown litter may result in assessment of Liquidated Damages by the City in accordance with Section 38.0.

27.0 CUSTOMER LIST

At least one month prior to the Service Commencement Date, the City shall provide the Contractor with a customer list for Residential and Commercial Collection Services. The Contractor will report in writing to the City any Residential set-outs and Commercial accounts or service requests that are not on the then current customer list, and the City will thereafter update the customer list as applicable. The Contractor shall work cooperatively with the City to keep the Residential and Commercial customer lists up to date throughout the term of the Agreement. Regardless of the customer list, the Contractor shall provide services to all properties in accordance with this Agreement.

28.0 COST ADJUSTMENT

28.1 Annual Cost Adjustment Process

The Contract Rates shall remain effective from the execution of this Agreement through October 1, 2027. Thereafter, cost adjustments may be requested by the Contractor(s) each new Fiscal Year and are subject to approval by the City. Cost adjustments shall meet the following requirements for each Service offered under the Agreement:

(i) Cost adjustments will be based on annual changes to indices agreed to by the City and the Contractor.

(ii) Cost adjustment requests must be received by June 1st of each year (taking effect the following October 1st to align with the City's budget development and approval process) or the Contractor forfeits the right to request a cost adjustment for the upcoming year.

(iii) The City may implement cost decreases (based on the cost adjustment indices for each service described below) even if the Contractor does not submit the request by June 1st of a year.

(iv) The Contractor shall receive no other financial compensation outside the terms of the Agreement(s). Further, costs shall not be adjusted other than as explicitly authorized in the Agreement.

The annual cost adjustment shall neither exceed five percent (5%) in any single year.

28.2 Annual Cost Adjustment Index

Subject to City approval, the Contract Rates shall be adjusted on October 1, 2027 and every October 1st thereafter for the term of the Agreement. The adjustment shall be based on the year-over-year change in the average value of the U.S. Consumer Price Index: Urban Consumer – Garbage and Trash Collection over the 12-month period ended September.

29.0 PERSONNEL

29.1 Contractor's Representative

The Contractor shall assign a qualified person or persons to oversee its operations and performance of Services, and shall provide the name, office telephone number, mobile phone number, email address, and fax number of the Contractor's representatives and key personnel to the City. Such records shall be updated as personnel or contact information changes.

The Contractor shall have a competent and reliable representative on duty at all times that is authorized to make decisions and act on its behalf. The Contractor agrees that the City shall have twenty-four (24) hour access to said representative via non-toll call from the City. Answering machines, pagers or other devices that do not provide for immediate contact with the Contractor's said representative(s) shall not meet the requirements.

29.2 Personnel Standards

(i) The Contractor shall hire and maintain a sufficient number of qualified personnel to provide service under this Agreement. The Contractor is responsible for ensuring that all personnel are supplied with all equipment and have obtained any training, licenses, or certifications required by law to perform their work. As for personnel operating commercial vehicles, the Contractor shall ensure such personnel have a valid commercial driver's license while operating commercial vehicles in the City or in connection with this Agreement. If deemed qualified, the Contractor is encouraged to hire City residents to fill vacant positions at all levels.

(ii) The Contractor shall furnish each employee involved in the performance of this Agreement with a uniform and safety vest, shirt or jacket which clearly displays the name of the Contractor. Such uniforms and safety equipment shall make the employee readily visible and identifiable. The Contractor's employees shall wear complete uniforms and safety vest, shirt, or jacket at all times while on business duty.

(iii) Contractor shall not, nor shall it permit its employees to demand or solicit, directly or indirectly, any additional compensation or gratuity from members of the public for Service(s) provided under the Agreement.

(iv) The Contractor shall provide regularly scheduled, on-going operating and safety training for all employees. In addition, the Contractor's employees shall be trained to perform their duties to maximize the City's recycling rate, minimize contamination, and promote recycling at all times. Such meetings shall be mandatory for all collection and supervisory personnel and held not less than once per month. Training manuals and schedules shall be maintained at the local office of the Contractor and available for review at any time by the City.

(v) All employees involved in the performance of this Agreement including office and all front-line personnel, shall be provided adequate training before and during their employment with the Contractor. This training shall familiarize employees with the required duties, standards of performance, and specific requirements of their roles. All front-line, administrative, supervisory and

customer service personnel shall receive customer service training prior to and during the time they are employed by the Contractor

(vi) The Contractor's employees shall treat all customers, co-workers, City employees and any person with whom they come in contact in the performance of their duties in a polite and courteous manner. Rudeness, belligerence, and the use of profanity are strictly prohibited.

(vii) In performance of all Services, the Contractor's employees shall adhere to municipal, City, State and federal laws.

The City reserves the right to make a complaint regarding any employee of the Contractor who violates any provision herein, or who is wanton, negligent or discourteous in the performance of his/her duties. The City reserves the right to have the Contractor remove employees who fail to meet these criteria from providing service to the City.

30.0 CUSTOMER SERVICE

30.1 Customer Service Responsibilities

The Contractor understands, acknowledges, and agrees that customer service is important to the City. The Contractor shall work cooperatively with the City to maintain a high level of customer service and ensure that Services are delivered in an accessible, professional, and responsible manner. The Contractor shall meet with the City's Representative on a regular basis to discuss process improvements, performance metrics, performance issues, and service planning. The Contractor shall be responsible for fielding, responding to, and addressing customer service issues. The Contractor shall provide a telephone customer service number to field customer service requests.

The Contractor shall at all times supply labor, information, and resources as reasonably required to respond to customer service issues, including but not limited to following protocols for missed collection, Unaccepted Set-outs, property damage, and other events as described elsewhere in the Agreement.

The Contractor will log any service requests, complaints or inquiries. The Contractor shall inform the City of any service requests, complaints, or inquiries that it receives from residential customers. At minimum, the Contractor shall supply the City with the following information:

(i) Customer name, address, and phone number;

(ii) Description of request, complaint, or inquiry;

(iii) Date and time the request, complaint, or inquiry was received;

(iv) Summary of any investigations or actions taken to address the issue; and

(v) Name of Contractor employee responsible for follow-up.
The Contractor shall be the primary point of contact for commercial service requests, commercial billing, and related inquiries.

31.0 PLANNING DOCUMENTS

31.1 Contingency Plan

No later than 90 days after the Effective Date, the Contractor shall submit a final Contingency Plan to the City for approval describing their response to unplanned events that can disrupt service and/or pose a risk to

human health and safety which shall be consistent with the draft Contingency Plan submitted with the Proposal. Upon approval by the City, the Contingency Plan shall be incorporated into the Agreement by reference as Attachment 1.

At minimum, the Contingency Plan will address the following topics.

i. Notification procedures

ii. Alternate facilities or equipment that can be used during unplanned downtime

iii. Fire prevention and response

iv. Spill prevention and response including an on-call contract or dedicated internal resources that can be dispatched to clean up spills on public roadways

v. Hazardous waste response

vi. Collection vehicle collision response

The Contractor shall be prepared to provide facilities, vehicles, equipment, personnel, subcontracted services, or other resources as required to maintain uninterrupted Services during equipment failures, natural disasters, emergency downtime, outages, labor disputes or any other situation or condition that impairs the Contractor's ability to provide Service in accordance with the Contingency Plan. The Contingency Plan shall also describe the actions that will be taken by the Contractor upon any discovery of Hazardous Waste and/or Special Waste in a vehicle or facility. The Contractor shall include in the plan a copy of a signed contract(s) with a permitted Hazardous Waste and Special Waste transporter(s) to handle any Hazardous Waste and Special Waste discovered during operations. The plan shall comply with all State and Federal regulations regarding the handling of Hazardous Waste and Special Waste. The Contingency Plan shall be implemented in a timely manner and at no additional cost to the City. The Contractor shall follow the notification procedures in the Contingency Plan prior to implementing contingency measures.

31.2 Transition Plan

The Contractor understands, acknowledges, and agrees that smooth transitions between service providers at the beginning and end of the Agreement is essential for the health and safety of the City and its residents and businesses. The Contractor shall cooperate fully with the City to ensure timely, smooth, and uninterrupted transitions between service providers in accordance with the Transition Plan in Attachment 2.

The Contractor shall make all preparations necessary to provide Services beginning on the Service Commencement Date and provide the City with such information prior to the Service Commencement Date as reasonably required for a smooth transition from the previous service provider. At the end of the Agreement, whether by expiration or termination, the Contractor shall continue to diligently provide Services until the final day of the Agreement and provide the City with such information as reasonably required to ensure a smooth transition to the successor service provider.

If the Contractor fails to fully and completely comply with the transition requirements in Section 32.0 or the Transition Plan, the City may engage the services of another provider to perform the required services, and the reasonable expenses incurred by the City shall be paid by the Contractor. Alternatively, the City may terminate the Agreement and employ other remedies in accordance with Section 42.0.

32.0 DAMAGE TO PROPERTY

The Contractor shall take all necessary precautions to protect public and private property during the performance of this Agreement. Except for reasonable wear and tear, the Contractor shall repair or replace any private or public property which is damaged by the Contractor. The damaged property shall be restored to its original condition through repair or replacement at no charge to the property owner, within seven (7) days. The Contractor shall notify the property owner and the City of any damaged property as soon as possible after the damage occurs and provide the property owner and the City with the anticipated schedule for repair or replacement.

If the Contractor fails to address the repair or replacement of damaged property within seven (7) days, the City may, but shall not be obligated to, repair or replace such damaged property, and the cost of doing so shall be deducted from payment to be made to the Contractor.

33.0 NUISANCE CONTROL

For all Services the Contractor(s) shall be conduct operations as quietly as possible and shall conform to applicable Federal, State, County and City noise level regulations. The Contractor shall maintain facilities and equipment that is used to provide services in a manner that prevents odor, noise, vermin, dust, and other nuisances. The Contractor shall routinely clean equipment used to collect, transport, or process waste.

34.0 CITY'S RIGHTS TO INSPECT FACILITIES AND EQUIPMENT

The City or any of its duly authorized representatives reserves the right to inspect the Contractor's facilities and equipment, as the City deems reasonably necessary, to verify compliance with the terms of the Agreement either on a continuing or random inspection basis. The City shall conduct the inspection of facilities and equipment during regular hours of operation. The Contractor shall make available to the City all reasonable assistance to facilitate performance of inspections.

35.0 OWNERSHIP AND RISK OF LOSS FOR TRASH, BRUSH AND BULKY WASTE, YARD WASTE AND PROGRAM RECYCLABLE MATERIALS

Title to Trash, Brush and Bulky Waste, Yard Waste, and Program Recyclable Material shall pass to the Contractor once the Contractor takes possession of the materials, and responsibility for its proper management in accordance with the Agreement and applicable law remains with the Contractor.

Contractor may, in its sole discretion, reject any Excluded Waste. If Excluded Waste is discovered before it is Affirmed by Contractor at the disposal site, Contractor may refuse to Affirm the entire container of waste. In such situations, Contractor shall contact the City and the City shall take appropriate action to ensure that such Excluded Waste is removed and properly disposed of. If any Excluded Waste is not discovered by Contractor before it is Affirmed, Contractor may, in its sole discretion, remove, transport and dispose of such Excluded Waste at a location authorized to Affirm such Excluded Waste.

36.0 INSURANCE REQUIREMENTS

Before commencing performance of Services pursuant to this Agreement, the Contractor shall, at its own expense, procure, pay for and maintain the following insurance written by rated A-VI, or higher, by A.M. Best. The

Contractor shall furnish to the City certificates of insurance executed by the insurer or its authorized agent stating representative coverages, limits, expiration dates and evidencing compliance with all applicable required provisions. Certificates shall reference the project/contract number and provide proof of coverage in the following amounts.

(i) Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability, with minimum limits of $1,000,000 per-occurrence and $5,000,000 general aggregate. Coverage shall be written on an occurrence form. The General Aggregate shall apply on a per project basis.

(ii) Workers' Compensation insurance or other state-approved program with Texas statutory limits; and Employer's Liability coverage or other state-approved program with minimum limits for bodily injury: a) by accident, $500,000 each accident, b) by disease, $500,000 per employee with a per policy aggregate of $500,000.

(iii) Business Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum combined single limit of $3,000,000.

With reference to the foregoing required insurance, the Contractor agrees to the following:

(i) A blanket-form waiver of subrogation endorsement in favor of the City, its officials, employees, and officers shall be contained in the Workers' Compensation insurance policy or other state-approved program, if applicable.

(ii) The City, its officials, employees and officers shall be covered as additional insureds on the Commercial General Liability and Business Automobile Liability policies via blanket-form endorsement.

(iii) Policies of Commercial General Liability insurance and Business Automobile Liability insurance shall not be cancelled, non-renewed, terminated, or materially changed unless and until thirty (30) days' notice has been given to the City.

Insurance limits can be met with a combination of primary and excess/umbrella coverage. All insurance shall be purchased from insurance companies that meet a financial rating of A-VI or better as assigned by A.M. Best Company or equivalent. The Contractor shall require any contractors, sub-contractors, and other persons doing business with or for the Contractor related to the work to maintain at least the insurance as required, or their liability shall be covered by the Contractor, or their liability shall be covered by the Contractor.

37.0 LIQUIDATED DAMAGES

If the Contractor does not perform its obligations in a timely manner pursuant to the terms of this Agreement, the City will suffer damages which are difficult to determine and adequately specify. The Contractor hereby agrees, in addition to any other remedies available to the City, that the City may withhold payment from the Contractor in the amounts specified below as Liquidated Damages for failure of the Contractor to fulfill its obligations.

The Contractor shall be given a grace period of thirty (30) calendar days from the Service Commencement Date during which missed collection will be noted but no Liquidated Damages will be assessed for up to five (5) service units missed on any route. Any misses of over five (5) Service Units on any route will not be covered by the grace period. To receive relief from Liquidated Damages during the grace period the Contractor shall be required to demonstrate continual and satisfactory efforts to resolve all issues.

The Contractor shall be liable for Liquidated Damage amounts upon determination by the City that performance has not occurred consistent with the provisions of the Agreement. The City shall notify the Contractor in writing or electronically of each act or omission in this Agreement reported to or discovered by the City. It shall be the duty of the Contractor to take whatever steps or action may be necessary to remedy the cause of the complaint.

The City may deduct the full amount of any damages from any payment due to the Contractor. The remedy available to the City under this paragraph shall be in addition to all other remedies which the City may have under law or at equity and is mutually agreed upon due to the difficulty of determining the City's actual damages to find, secure and fund immediate assistance to prevent public health and safety hazards.

The Contractor shall not be deemed liable for Liquidated Damages where the inability to perform the Services is the result of conditions of Force Majeure as set forth in this Agreement.

37.1 Liquidated Damages - General

(i) Violation of any local, State, or Federal regulations
$500 each incident

(ii) Failure to clean up leakage, spills, or litter caused by the Contractor within two (2) hours of receiving notification or becoming aware of the leakage spills or litter, whichever is earlier
$250 each incident

(i) Failure to maintain vehicles or other equipment in manner which prevents leaks, spills, litter, odor or other nuisances
$100 each incident

(ii) Failure to notify the property owner and the City of damage to private or public property or restore the damaged property to its previous condition by repair or replacement within 7 days as required by this Agreement
$250 each incident

(iii) Failure to provide a timely or complete monthly or annual report
$250 each incident

37.2 Liquidated Damages -Collection Services

(i) Missed Collection
$50 for each missed collection above two (2) misses per Collection Day, to be assessed at the end of each collection month. A missed collection occurs when a customer reports that their material was set out at the correct time and was not collected provided that the address was not reported and documented by the Contractor as a Non-Set-out or Unaccepted Set-out

(iv) Missed Block Collection
$500 for each incident of the Contractor failing to pick up material on a block containing multiple service units. A missed block is defined as one side of a street between cross streets or an entire cul-de-sac where at least three service units report that their material was set out before at the correct time and was not picked up and the address was not reported and documented by the Contractor as a Non-Set-out or Unaccepted Set-out

(v) Failure to Provide Collection Services within specified Hours of Operation

$250 for each Contractor vehicle providing Collection Services up to 2 hours before or 2 hours after the specified start and end times for that type of Collection Service

$500 for each for each Contractor vehicle providing Collection Services 2 hours or more before or after the specified start and end times for that type of Collection Service

$500 each incident

(vi) Failure to perform proper billing procedures and/or failure to obtain customer approval before performing and billing for Additional Brush and Bulky Waste Services
$250 each incident

(vii) Failure to Complete a Majority (50%) of the collection on a given day
$2,500 each incident

(viii) Failure or to collect materials from a Missed Collection location within the amount of time specified in the Agreement
$250 each incident

(ix) Failure to maintain Carts or Containers in proper working order ten (10) calendar days after notice has been provided by the City
$100 each incident

(x) Failure to return Cart or Container to approximately original location
$50 each incident

(xi) Placing Recyclable Material in Solid Waste containers or vehicles
$1,000 each incident

(xii) Failure to provide updated route maps to City after change in routing
$50 per day each day beyond thirty (30) calendar days after change in routing

(xiii) Failure to leave an education tag when material that is inappropriately prepared is not collected
$100 each incident

(xiv) Distributing Carts or other Containers that do not meet specifications in this Agreement
$100 each incident

(xv) Failure to respond to any customer complaint received by the close of the following business day
$100 per business day thereafter per incident

(xvi) Failure to provide the City with the required resolved customer complaint documentation
$50 per business day after the close of the business day following the date of the incident

(xvii) Failure to provide Collection Services on any scheduled Collection Day on or after the Service Commencement Date
$3,000 each day

(xviii) Failure for three or more consecutive calendar days to collect Trash or Recyclable Materials from at least 95% of Residential Service Units or 95% of Commercial Customers
$50,000 as a one-time cost and $15,000 per calendar day from the inception of such failure to perform for as long as such failure to perform continues

37.3 Liquidated Damages -Processing and Disposal Services

(iii) Failure to accept materials during hours of operation
$250 per hour, up to $2,500 per day

(iv) Failure to market Recovered Materials
$2,500 per occurrence

(v) Disposal of Program Recyclable Materi
$2,500 per occurrence.

38.0 PAYMENT WITHHELD

Prior to withholding payment under this Section for cause based on any of the grounds set forth herein, the City shall provide the Contractor with written notice ("Notice of Withhold Payment") specifying in reasonable detail the act or omission forming the basis for such action.

Within five (5) business days of receipt of such notice, the Contractor shall contact the City Manager to discuss the matter and coordinate a response. The Contractor shall thereafter have fifteen (15) days from receipt of the Notice of Withhold Payment (the "Cure Period") to:

(a) Provide the City with written documentation demonstrating that the alleged default did not occur or has been incorrectly identified; or

(b) Cure the identified default and provide a written response describing the corrective actions taken and the measures implemented to prevent recurrence.

The City shall not unreasonably withhold its acceptance of the Contractor's response or determination that a cure has been achieved.

If the Contractor fails to cure the default within the Cure Period, or fails to provide a reasonable basis to dispute the alleged default, the City may proceed with withholding payment or other remedies available under this Agreement.

(i) Unsatisfactory progress of the work not caused by condition Beyond Contractor's Control

(ii) Defective work not corrected

(iii) Contractor's failure to carry out instructions or orders of the City or its representative

(iii) A reasonable doubt that the Agreement can be completed for the balance then unpaid

(iv) Execution of work not in accordance with the Agreement

(v) Claim filed by or against Contractor or reasonable evidence indicating problem filing of claims

(vi) Failure of Contractor to make payments to any subcontractor for material or labor

(vii) Damage to another contractor

(viii) Unsafe working conditions allowed to persist by Contractor

(ix) Failure of Contractor to provide required reports and other reports as required by City

(x) Use of any subcontractors without the City's prior written approval

(xi) Failure of Contractor to provide accurate invoices and supporting data as describe elsewhere in this agreement.

When the above grounds are removed, payment shall be made for amounts withheld because of them and the City shall never be liable for interest on any delayed or late payment. The City's right to withhold payments under this Section will be reasonable considering the nature of the claim and the amount of available performance bond pursuant to this Agreement.

39.0 LETTER OF CREDIT OR PERFORMANCE BOND

At least one (1) month prior to the Service Commencement Date, the Contractor(s) responsible for performing Collection Services shall each (1) make, execute and deliver to the City a good and sufficient letter of credit (preferred) or performance bond (alternate) to secure the full, complete and faithful performance of the terms and conditions of the Agreement. Such letter or credit or performance bond shall be in an amount based on six (6) months projected fees and shall be renewed each year thereafter throughout the Agreement Term.

40.0 FORCE MAJEURE

Except for any payment obligation by either party, if the City or Contractor is unable to perform, or is delayed in its performance of any of its obligations under this Agreement by reason of any event of force majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for the City or Contractor to correct the adverse effect of such event of force majeure.

An event of "Force Majeure" shall mean the following events or circumstances to the extent that they delay the City or Contractor from performing any of its obligations (other than payment obligations) under this Agreement:

(i) Acts of God, tornadoes, hurricanes, floods, sinkholes, fires, and explosions (except those caused by negligence of Contractor, its agents, and assigns), landslides, earthquakes, epidemics, quarantine, pestilence, and extremely abnormal and excessively inclement weather;

(ii) Acts of public enemy, acts of war, terrorism, effects of nuclear radiation, blockades, insurrection, riots, civil disturbances, or national or international calamities; or

(iii) Suspension, termination or interruption of utilities necessary for performance of the Services.

To be entitled to the benefit of this Section, a party claiming an event of Force Majeure shall be required to give prompt written notice to the other party specifying in detail the event of Force Majeure and shall further be required to use its best efforts to cure the event of Force Majeure. The parties agree that, as to this Section, time is of the essence.

41.0 TERMINATION

41.1 Termination for Cause

City may terminate this Agreement without liability to Contractor and pursue all of its legal and equitable remedies for default upon any of the following events or actions of the Contractor.

(i) Suffering an Event of Bankruptcy or Insolvency;

(ii) Suffering the appointment of receiver of all or any substantial part of its property, and the failure of such receiver to be discharged within sixty (60) thereafter;

(iii) Being adjudicated as a bankrupt;

(iv) Filing of a petition or an answer seeking bankruptcy, receivership, reorganization, or admitting the material allegations of a petition filed against it in any bankruptcy or reorganization proceeding;

(v) Committing an act of default; or

(vi) Failing to timely and fully pay any or all impositions.

If the City elects to terminate this Agreement prior to expiration for any of the reasons listed above, the City shall provide written notice to the Contractor and specify at its sole discretion the revised date when the Agreement will end. The Contractor shall continue to be obligated to diligently perform Services until the Agreement end date specified by the City, and provide information and assistance as reasonably required to ensure a smooth transition to a successor service provider in accordance with Section 32.2 and the Transition Plan.

If the Contractor refuses or is unable to continue providing Services, the City shall have the right, at its sole option and in addition to its rights under the Performance Bond, to immediate possession of all vehicles, equipment, containers, facilities, or other instrumentalities in possession of the Contractor as may be necessary to permit the City to provide and perform uninterrupted service until such a time as a satisfactory substitute contractor may be put into place or the parties hereto otherwise agree, in which event the City shall fairly compensate the Contractor for the fair market rental value of such vehicles, equipment, containers, facilities or other instrumentalities, subject to any offsets or claims by the City against the Contractor. Contractor shall obtain any necessary agreements from lien holders to insure City of its rights hereunder.

41.2 Notice of Default and Opportunity to Cure

Prior to termination of this Contract for cause, the City shall first provide the Contractor with a written "Notice of Intent to Terminate," specifying the particular act or omission constituting the grounds for default. Within three (3) business days of receiving such notice, the Contractor shall contact the City Manager to review the stated default. The Contractor shall then have a period of fifteen (15) days from the date of its receipt of the Notice of Intent to Terminate (the "Cure Period") to either:

(a) Provide the City with written proof demonstrating, to the City’s satisfaction, that the alleged default has not occurred or has been erroneously identified; or

(b) Fully cure the specified default and provide a written response satisfactory to the City explaining the corrective actions taken and the measures implemented to prevent a recurrence.

41.3 Right to Terminate

If, at the conclusion of the fifteen (15) day Cure Period, the Contractor has failed to either provide adequate proof of compliance or fully cure the default to the satisfaction of the City, the City may, at its sole discretion, terminate this Contract by issuing a final "Notice of Termination." Termination shall be effective upon the date specified in the Notice of Termination. Upon such termination, the City shall be entitled to pursue all remedies available under this Contract, at law, or in equity, including the right to withhold any payments due to the Contractor to offset damages and costs incurred by the City resulting from the default.

42.0 ACTS OF DEFAULT OR DEFAULT

Failure of the Contractor to comply with each material obligation pursuant to this Agreement in a full, complete, and timely manner shall be an act of default. Substantial compliance short of full compliance shall be an act of default unless waived in writing by City. The Contractor specifically understands, acknowledges, and agrees that non-material breach(s) of this Agreement shall constitute a material default when the breaches, even if different breaches, are frequent or regular or repetitive. Contractor specifically understands, acknowledges, and agrees that non-material breaches shall include, but not be limited to, the acts and omissions subject to administrative charges in accordance with this Agreement. City may terminate this Agreement and pursue all legal and equitable remedies upon a material default of this Agreement.

43.0 DISPUTE RESOLUTION

43.1 Interpretation of Agreement

Except as provided otherwise in this Agreement and to the extent permitted by law, the City shall be responsible for interpreting this Agreement to resolve disputes that may arise hereunder.

43.2 Definition of Claim

As used herein "claim" means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of the Agreement terms, or other relief, arising under or relating to this Agreement. A voucher, invoice, or request for payment that is not in dispute when submitted is not a claim under this clause. However, where the submission is subsequently not acted upon in a reasonable time, or disputed either as to liability or amount, it may become a claim for the purpose of this clause. A claim by the Contractor or the City shall be submitted in writing to the other party.

When a controversy cannot be resolved by mutual agreement, the Contractor shall submit a written request for final decision to the City. The written request shall set forth all the facts surrounding the controversy.

43.3 Process for Dispute Resolution

In connection with any claim under this Agreement, the Contractor and the City agree that the Contractor and the City shall, as a condition precedent to the institution of any action regarding claims arising under this Agreement, first submit any claim to the City. The City shall render a written decision on all claims within thirty (30) business days of receipt of the Contractor's written claim, unless the City determines that a longer period is necessary to resolve the claim. The decision shall be furnished to the Contractor by certified mail, return receipt requested, or by any other method that provides evidence of receipt. If a decision is not issued within thirty (30) calendar days, the City shall notify the Contractor of the time within which a decision shall be rendered and the reasons for such time extension.

Upon the written decision of the City, the Contractor and the City agree that the Contractor and the City shall, as a condition precedent to the institution of any action regarding claims arising under this Agreement, first submit any claims to the City Council. The City Council shall render a written decision on all claims within thirty (30) business days of receipt of the Contractor's written appeal, unless the City Council determines that a longer period is necessary to resolve the claim. The decision shall be furnished to the Contractor by certified mail, return receipt requested, or by any other method that provides evidence of receipt. If a decision is not issued within thirty (30) calendar days, the City Council shall notify the Contractor of the time within which a decision shall be rendered and the reasons for such time extension.

Upon the written decision of the City Council, the Contractor and the City agree that the Contractor and the City shall, as a condition precedent to the institution of any action regarding claims arising under this Agreement, first submit any claims to mediation before a professional mediator selected by the Contractor and the City, at a mutually agreed time and place, and with the mediator's fees split equally between the Contractor and the City. If mediation is unsuccessful within forty-five (45) calendar days of the date of the initial mediation, the Contractor and the City agree that if the Contractor and/or the City elect to institute any action regarding claims arising under this Agreement such claims shall be submitted to the exclusive jurisdiction of the courts in Caldwell County, Texas.

43.4 Operations During Dispute

In the event that any dispute arises between City and Contractor relating to this Agreement performance or compensation hereunder, Contractor shall continue to render service and receive compensation in full compliance with all terms and conditions of this Agreement as interpreted, in good faith, by the City, regardless of such dispute.

The Contractor expressly recognizes the paramount right and duty of City to provide adequate services to its residents and further agrees that in the event of a dispute, it will not seek injunctive relief in any court without first negotiating with City in good faith in accordance with the dispute resolution process described in Section 44.3.

Notwithstanding the other provisions in this Section, the City reserves the right to terminate this Agreement if the service provided by Contractor fails to meet reasonable standards of the trade, after the City provides written notice to Contractor pursuant to Section 42.0 of this Agreement. Upon termination, City may call the performance bond (Section 40.0) to cover excess costs of engaging a firm to provide services for the balance of the Agreement period.

44.0 RECORDKEEPING

The Contractor shall maintain at the local customer service office adequate records relating to the performance of their respective duties under this Agreement. The Contractor shall maintain separate records in a form sufficient to identify its investment, revenues, and expenses related to its performance under this Agreement, intending thereby to separate the accounting records of the City's operation from its other operations. The records of the Contractor applicable to its performance under this Agreement shall be made available at any time during reasonable business hours for inspection by the City and for a period of five (5) years after last or final payment. At a minimum, the Contractor shall create, maintain, and make available records as defined herein and/or required by Applicable Law, and any reports as are reasonably necessary to:

(i) Document services provided by type of service, container type, container size, collection frequency, fees charged, and other information as requested by the City

(ii) Document deliveries of materials by type of material, time delivered to facility, tonnage of material delivered, source of material, route, and other information as requested by the City

(iii) Document missed collection and photographic evidence of Unaccepted Set-outs on a daily basis by address, time and date for each and the reason and notice for Unaccepted Set-outs or missed collection

(iv) Document damaged Carts by address, description of damage, and other information as requested by the City

(v) Document the number of Carts that have been lost, stolen, destroyed, or damaged beyond repair and other information as requested by the City

(vi) Document complaints by address, date and time of receipt of complaint, date and time of resolution of complaint, description of complaint resolution, and other information as requested by the City

(vii) Document inactive accounts by address and other information as requested by the City

(viii) Document damage to City-owned or private property as a result of conducting Service(s) within two (2) hours of damage occurring

(ix) Document monthly tonnage collected by material type as part of Residential Services, Commercial Services, and City Services

(x) Document spills and property damage by date and time of incident, description of incident, date and time of resolution, description of resolution, and other information as requested by the City

(xi) Document loads delivered by time delivered to all Disposal Sites and Processing Facilities, tonnage of material delivered, Unaccepted Loads by weight and date collected, and other information as requested by City. A monthly and annual summary shall also be submitted to City

(xii) Provide written notice and photographs for any load designated as an Unaccepted Load prior to the collection vehicle departing the Delivery Facility and/or Material Recovery Facility to the driver and the City

(xiii) Any missing criteria, data, guidance, information or other such other documents and reports as City may reasonably require to verify compliance with the Agreement or to meet the City's reporting requirements.

45.0 REPORTING

The Contractor shall provide the City with a monthly report within seven (7) calendar days following the end of the month and an annual report within thirty (30) calendar days following the end of the calendar year summarizing the following information.

(i) Services provided by type of service, container type, container size, collection frequency, fees charged, and other information as requested by the City.

(ii) Tonnages delivered to all Disposal Sites and Processing Facilities by material type, source of material, and other information as requested by the City.

(iii) Missed collection and Unaccepted Set-outs on a daily basis by address, time and date for each and the reason and notice for Unaccepted Set-outs.

(iv) Damaged Carts by address, description of damage, and other information as requested by the City.

(v) Number of Carts that have been lost, stolen, destroyed, or damaged beyond repair and other information as requested by the City.

(vi) Complaints by address, date and time of receipt of complaint, date and time of resolution of complaint, description of complaint resolution, and other information as requested by the City.

(vii) Inactive accounts by address and other information as requested by the City.

(viii) Document spills and property damage by date and time of incident, description of incident, date and time of resolution, description of resolution, and other information as requested by the City. Additionally, the Contractor shall promptly notify the City and the property owner in the event that any property damage occurs.

(ix) Such other documents and reports as City may reasonably require to verify compliance with the Agreement or to meet City's reporting requirements.

46.0 CUSTOMER BILLING

The City shall be responsible for all billing of Residential Service Units and Commercial Customers under the Agreement. The Contractor shall not invoice Residential Service Units or Commercial Customers directly, except for Commercial Customers receiving roll off service. The Contractor shall invoice Commercial Customers for roll off service.

The Contractor shall invoice the City monthly for all Services on a monthly basis. The invoice shall be based on the Contract Rates multiplied by the number of applicable units. Within thirty (30) calendar days of receiving the Contractor's invoice, the City shall remit to the Contractor payment for the amounts on the invoice less disputed amounts, Liquidated Damages, and payments withheld. Franchise Fees equal to 8% of gross monthly receipts from all collections for all residences, businesses, customers, and accounts within the City Service shall be shown as a credit on the Contractor's invoices to the City. Within ten (10) days of the end of each month, the Contractor shall provide the City with a statement of all fees invoiced for Residential, Commercial, City, and Special Event Collection Services for the month and a calculation of the franchise fee credit amount.

The Contractor shall invoice the City for Commercial Customers based on the number, size, and Collection frequency for in-service Carts and Containers charged at applicable Contract Rates. The Contractor shall also invoice the City for residents for any Additional Brush Bulky Waste Collection Services that are

requested in in accordance with Section 8.1.4. The Contractor shall be required to divide billings for a single shared Container or enclosure between multiple Commercial Customers if instructed to do so by the City.

47.0 MISCELLANEOUS

47.1 Indemnification

The Contractor shall defend, indemnify and save harmless the City and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Contractor, or of any agent, employee, subcontractor or supplier in the execution of, or performance of Services pursuant to the Agreement. The Contractor shall pay any judgment with cost which may be obtained against the City growing out of such injury or damages.

47.2 Assignment and/or Subcontracting

Neither party may assign, transfer, convey, or otherwise dispose of this Agreement, in whole or in part, without the prior written consent of the other party, which consent shall not be unreasonably withheld, delayed, or conditioned; provided, however, that the Contractor may, upon prior written notice to the City, assign this Agreement without the City's consent (i) to an affiliate under common control with Contractor, or (ii) in connection with a merger, sale, or transfer of substantially all of Contractor's assets or business related to this Agreement, provided that the assignee assumes all obligations of Contractor under this Agreement and demonstrates the financial and operational capability to perform.

Notwithstanding the foregoing, Contractor may assign this Agreement for financing purposes, subject to the City's prior written approval of the terms of such assignment, which approval shall not be unreasonably withheld.

Contractor may not subcontract any portion of the Services without the prior written consent of the City, which shall not be unreasonably withheld. No assignment or subcontracting shall relieve Contractor of its obligations or liabilities under this Agreement, and Contractor shall remain fully responsible for the performance of its subcontractors.

47.3 Taxes

Contractor shall be responsible for and shall pay all sales, consumer, use, and other taxes. When equipment, materials or supplies generally taxable to the Contractor are eligible for a tax exemption due to the nature of the item and services performed as part of this Agreement, Contractor shall assist the City in applying for and obtaining such tax credits and exemptions which shall be paid or credited to the City.

47.4 Succession of Agreement

This Agreement and the rights and obligation contained herein shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

47.5 Survival

Any rights either party may have in the event it terminates this Agreement pursuant to the terms hereof shall survive such termination.

47.6 Joint Preparation

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

47.7 No Penalties

No provision of this Agreement is to be interpreted as a penalty upon any party to this Agreement. The parties hereby agree that the rights of the City in the event the Contractor takes or fails to take certain actions pursuant to this Agreement, are reasonable, and that the parties desire certainty with regard to such matters.

47.8 Relationship

Nothing contained in this Agreement shall constitute or be construed to be or create a partnership, joint venture or any other relationship between the Contractor and the City.

47.9 Further Assurance

The Contractor and the City agree to execute, acknowledge and deliver all such further documents and perform such actions as may reasonably be requested to carry out this Agreement and give effect hereto. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties declare their intention to cooperate with each other in effecting the terms of this Agreement.

47.10 Time of the Essence

For purposes of this Agreement, the parties agree that time shall be of the essence and the representations and warranties made herein are all material and of the essence.

47.11 Captions and Section Headings

Captions and section headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope or intent of this Agreement, nor the intent of any provision hereof.

47.12 No Waiver

No waiver of any provision in this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

47.13 Entire Agreement and Modification

This Agreement constitutes the entire understanding and agreement between the parties and may not be changed, altered or modified except by an instrument in writing signed by all parties against whom enforcement of such change would be sought.

47.14 Severability

In case any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect

any other provision thereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained herein.

47.15 Knowledge

The Contractor agrees that it has investigated and examined all streets, alleys, overhead trees, wires and such other conditions and requirements of the City that may affect its full and complete performance of Services under this Agreement and enters into this Agreement having completed such investigations and examinations to its full satisfaction and solely relying on such investigations and examinations.

47.16 Attachments

All Attachments to this Agreement contain additional terms and are incorporated by reference. Typewritten provisions inserted in this form or attached hereto shall control all printed provisions in conflict therewith.

[NOTE: Attachments will be included as a component of the final awarded Agreement.]

47.17 Governing Law

This Agreement shall be construed and interpreted according to the laws of the State of Texas and venue with respect to any litigation shall be Caldwell County, Texas.

47.18 Attorney Fees

In the event of arbitration or litigation between the parties regarding this Agreement, each party shall be responsible for their own attorney's fees and costs.

47.19 Anti-Boycott, Anti-Discrimination, and Anti-Terrorism

In accordance with Chapter 2271, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it:

(i) Does not boycott Israel; and

(ii) Will not boycott Israel during the term of the contract.

Chapter 2271 does not apply to (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) a contract that has a value of less than One Hundred Thousand Dollars ($100,000.00). Unless the Contractor is not subject to Chapter 2271 for the reasons stated herein, the signatory executing this Agreement on behalf of the Contractor verifies by its signature on this Agreement that the Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.

In accordance with Senate Bill 13, 87th Leg., R.S., to be codified in Chapter 2274, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it:

(i) Does not boycott energy companies; and

(ii) Will not boycott energy companies during the term of the contract.

Chapter 2274 does not apply to (1) a company that has fewer than ten (10) full-time employees; and (2) a contract that has a value of less than One Hundred Thousand Dollars ($100,000.00). Unless the Contractor is not subject to Chapter 2274 for the reasons stated herein, the signatory executing this Agreement on behalf of the Contractor verifies by its signature on this Agreement that the Contractor does not boycott energy companies and will not boycott energy companies during the term of this Agreement.

In accordance with Senate Bill 19, 87th Leg., R.S., to be codified in Chapter 2274, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it:

(i) Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and

(ii) Will not discriminate during the term of the contract against a firearm entity or firearm trade association.

Chapter 2274 does not apply to (1) a company that has fewer than ten (10) full-time employees; and (2) a contract that has a value of less than One Hundred Thousand Dollars ($100,000.00). Unless the Contractor is not subject to Chapter 2274 for the reasons stated herein, the signatory executing this Agreement on behalf of the Contractor verifies by its signature on this Agreement that the Contractor does have a practice, policy, guidance, or directive that discriminate against a firearm entity or firearm trade association and will not discriminate during the term of the Agreement against a firearm entity or firearm trade association.

Notwithstanding the foregoing, such provision does not apply to a governmental entity that:

(i) Contracts with a sole-source provider; or

(ii) Does not receive any bids from a company that is able to provide the required written verification.

In accordance with Chapter 2252, Texas Government Code, Subchapter F, Sec. 2252.152, a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153. Notwithstanding any other law, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to contract prohibition under this subchapter.

47.20 Relationship of Parties

Contractor shall operate hereunder as an independent contractor and shall be solely responsible for the acts and omissions of its officers, agents, and employees. The doctrine of respondeat superior shall not apply as between the City and the Contractor. Nothing herein shall be construed as creating a partnership or joint venture between the City and the Contractor, its officers, agents, and employees.

47.21 Entirety of Agreement

This Agreement and all attachments incorporated herein by reference constitute the entire agreement between the parties concerning the subject matter hereof, and any prior or contemporaneous oral or written agreements which purport to vary from the terms hereof shall be void.

47.22 Amendment of Agreement

This Agreement may not be altered, waived, or otherwise modified, except where done in writing, and signed by both parties.

47.23 No Surrender of Governmental Power

Nothing in this Agreement shall be construed to surrender any of the government powers of the City of Lockhart.

47.24 No Waiver of Governmental Power

Notwithstanding anything in this Agreement or any exhibit to the contrary, nothing contained in this Agreement shall be construed as a waiver of City's governmental immunity, or of any damage caps or limitations imposed by law, or any other legal protections granted to City by law, except to the extent expressly provided or necessarily implied herein. In the event of a conflict between this provision and any other provision in this Agreement or any exhibit, the terms of this provision shall govern.

47.25 Termination Due to Lack of Appropriations

Notwithstanding anything in this Agreement or any exhibit to the contrary, if City should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the services set forth in this Agreement, City may unilaterally terminate this Agreement effective on the final day of the fiscal year through which City has funding. City shall not activate this clause for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. City will make every effort to give Contractor as much prior notice, but in any event at least sixty (60) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, City will pay Contractor all fees and expenses related to the services City has received, or Contractor has incurred or delivered, prior to the effective date of termination. Without limiting the foregoing, City shall not terminate this Agreement pursuant to this provision and seek bids or proposals for, negotiate, or enter into any agreement, understanding or arrangement for the provision of any of the Services to the City after the termination of this Agreement, with any other person or entity. In the event of a conflict between this provision and any other provision in this Agreement or any exhibit, the terms of this provision shall govern.

48.0 AUTHORIZATION

Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter this Agreement. Each party further acknowledges and agrees that it has read this Agreement, understands it, and agrees to be bound by it.

49.0 SIGNATURES

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature:

CITY OF LOCKHART _____ Approved in Form and Content

By:_____ By:_____

Printed Name:_____ Printed Name:_____

City Name: _____ City Name: _____

Attest: _____

CONTRACTOR

By: _____

Printed Name: _____

Company Name: _____

Attest: _____

50.0 ATTACHMENT 1: RESIDENTIAL COLLECTION SERVICES UNIT PRICES

Residential Trash Collection, Once per Week

Service	Cart Size	Fee	Unit
1. Trash Collection Base Fee	96-gallon	$13.43	Per Residential Service Unit per Month
2. Senior Resident Trash Collection Base Fee	65-gallon or 96-gallon	$10.48	Per Residential Service Unit per Month
3. Additional Trash Cart Fee	96-gallon	$7.75	Per Additional Cart per Month
4. Replacement Trash Cart Fee	96-gallon	$0.00	Per Replacement Cart

Residential Recycling Collection

Service	Fee	Unit
1. Universal Recycling Collection Base Fee	$5.18	Per Service Unit per Month
2. Additional Recycling Cart Fee	$5.50	Per Additional Cart per Month
3. Replacement Recycling Cart Fee	$0.00	Per Replacement Cart

Residential Yard, Brush, and Bulky Waste Collection

Service	Fee	Unit
1. Monthly Collection	$1.15	Per Residential Service Unit per Month
Contractor's Price for Additional Yard, Brush, and Bulky Waste Collection per Section 6.17.	$6.16	Per yard for each collection in excess of program limits up to four (4) Cubic Yards per additional collection

51.0 ATTACHMENT 2: COMMERCIAL COLLECTION SERVICES UNIT PRICES

Commercial Trash Cart Collection Service

Service	Fee	Unit
1. One (1) Commercial Trash Cart collected one time per week	$41.39	Per Month
2. Additional Commercial Trash Carts collected one time per week	$7.75	Per Additional Cart per Month
3. Cart Replacement Fee	$0.00	One-time Fee per Replacement Cart
4. Additional Yard, Brush, and Bulky Waste Collection	$13.00	One-time Fee per Cubic Yard

Commercial Trash Collection Service, Front Load

Container Type	Monthly Cost per Container					
	Collection per Week					
	1	2	3	4	5	6
2 CY	$84.86	$145.12	$175.74	$234.42	$293.04	$322.89
3 CY	$99.57	$168.64	$219.69	$293.04	$366.28	$400.16
4 CY	$119.87	$190.38	$263.57	$351.14	$438.93	$483.69
6 CY	$144.73	$230.33	$374.42	$484.55	$605.69	$666.45
8 CY	$182.42	$309.30	$423.21	$547.44	$684.31	$814.44
10 CY	$227.88	$358.10	$489.24	$651.39	$814.44	$932.81
2 CY Compactor	$89.26	$178.53	$254.38	$339.16	$425.93	$535.54
4 CY Compactor	$139.46	$278.25	$418.37	$557.83	$659.75	$836.75
6 CY Compactor	$189.67	$379.33	$568.98	$758.65	$948.31	$1,137.99
8 CY Compactor	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

Unscheduled Commercial Front Load Trash Collection

Container Type	Fee per Unscheduled Collection
2 CY	$33.06
3 CY	$38.00
4 CY	$46.69
6 CY	$55.41
8 CY	$69.84
10 CY	$84.71
2 CY Compactor	$36.58
4 CY Compactor	$57.15
6 CY Compactor	$77.73
8 CY Compactor	No Bid

Commercial Trash Roll Off Service

Roll Off Type and Size	Container Rental Fee (per Month)	Initial Delivery Fee (One -time)	Fee per Collection (Drop & Hook)	Fee per Collection (Self-Contained)	Disposal Fee (per Ton)
20 CY Uncompacted	$0.00	$105.00	$206.43	N/A	$58.18
30 CY Uncompacted	$0.00	$105.00	$228.59	N/A	$58.18
40 CY Uncompacted	$0.00	$105.00	$257.67	N/A	$58.18
15 CY Compacted	No Bid	No Bid	No Bid	No Bid	No Bid
20 CY Compacted	No Bid	No Bid	No Bid	No Bid	No Bid
30 CY Compacted	$630.00	$105.00	N/A	$332.00	$58.18
35 CY Compacted	$665.00	$105.00	N/A	$364.29	$58.18
40 CY Compacted	$553.00	$105.00	N/A	$418.33	$58.18
42 CY Compacted	No Bid	No Bid	No Bid	No Bid	No Bid

Commercial Recycling Cart Collection Service

Service	Fee	Unit
1. One (1) Commercial Recycling Cart collected one time per week	$16.00	Per Month
2. Additional Commercial Recycling Carts collected one time per week	$9.00	Per Additional Cart per Month
3. Cart Replacement Fee	$0.00	One-time Fee per Replacement Cart

Commercial Recycling Collection Service, Front Load

Container Type	Monthly Cost per Container					
	Collection per Week					
	1	2	3	4	5	6
2 CY	$81.84	$139.96	$169.50	$226.09	$282.62	$311.41
3 CY	$96.03	$162.64	$211.88	$282.62	$353.27	$385.94
4 CY	$115.60	$183.62	$254.21	$338.66	$423.33	$466.51
6 CY	$137.20	$218.35	$344.60	$459.34	$574.16	$631.81
8 CY	$172.93	$284.66	$389.51	$518.96	$648.71	$720.73
10 CY	$209.73	$329.57	$450.28	$599.51	$749.58	$836.03
2 CY Compactor	$90.57	$181.15	$258.12	$344.15	$430.20	$543.42
4 CY Compactor	$141.51	$282.34	$424.53	$566.04	$669.76	$849.06
6 CY Compactor	$192.46	$384.91	$577.35	$769.81	$962.26	$1,154.73
8 CY Compactor	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

Unscheduled Commercial Front Load Recycling Collection

Container Type	Fee per Additional Collection
2 CY	$36.36
3 CY	$38.00
4 CY	$51.36
6 CY	$60.95
8 CY	$76.83
10 CY	$93.18
2 CY Compactor	$40.24
4 CY Compactor	$62.87
6 CY Compactor	$85.50

8 CY Compactor	No Bid

Commercial Recycling Roll Off Service

Roll Off Type and Size	Container Rental Fee (per Month)	Initial Delivery Fee (One-time)	Fee per Collection (Drop & Hook)	Fee per Collection (Self-Contained)	Processing Fee (per Ton)
20 CY Uncompacted	$0.00	$105.00	$206.43	N/A	$58.18
30 CY Uncompacted	$0.00	$105.00	$228.59	N/A	$58.18
40 CY Uncompacted	$0.00	$105.00	$257.67	N/A	$58.18
15 CY Compacted	No Bid	No Bid	No Bid	No Bid	No Bid
20 CY Compacted	No Bid	No Bid	No Bid	No Bid	No Bid
30 CY Compacted	$630.00	$105.00	N/A	$332.00	$58.18
35 CY Compacted	$665.00	$105.00	N/A	$364.29	$58.18
40 CY Compacted	$553.00	$105.00	N/A	$418.33	$58.18
42 CY Compacted	No Bid	No Bid	No Bid	No Bid	No Bid

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: June 16, 2026

AGENDA ITEM CAPTION: Discussion and/or action regarding Ordinance No. 2026-26 amending Chapter 48 of the City of Lockhart Code of Ordinances to establish revised solid waste, recycling, and related service fees for residential and commercial customers.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Roque Salinas

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: The City Council is considering a new seven-year Solid Waste and Recycling Collection Services Agreement with Republic Services of Texas, Ltd. d/b/a Central Texas Refuse (CTR). Approval of the agreement requires corresponding amendments to Chapter 48 of the City of Lockhart Code of Ordinances to establish revised rates and fees for residential and commercial solid waste and recycling services.

This represents the first adjustment to residential and commercial solid waste rates since 2021. During that time, inflationary pressures, labor costs, equipment costs, fuel expenses, disposal fees, and other operational costs associated with providing solid waste services have increased. The proposed rate adjustments are necessary to support the continued delivery of reliable solid waste collection and disposal services while implementing several service enhancements negotiated as part of the new agreement.

Under the proposed rate structure, residential customers will receive enhanced services under a single monthly fee, including weekly garbage collection, weekly curbside recycling collection, and monthly brush and bulky waste collection of up to four cubic yards per household. Additional services include optional extra trash and recycling carts, cart replacement services, and a discounted senior citizen rate.

The ordinance also establishes fees for commercial recycling services, additional collections, replacement carts, brush and bulky waste collection, and future Public Works Facility drop-off services for City residents.

PROJECT SCHEDULE (if applicable): The new rates will take effect as follows:
• Residential rates: First billing cycle in August 2026
• Commercial rates: First billing cycle in July 2026

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

STAFF RECOMMENDATION/REQUESTED MOTION: Council discretion.

LIST OF SUPPORTING DOCUMENTS: Ordinance 2026-26 - Solid Waste Rates

ORDINANCE NO. 2026-26

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, AMENDING THE CITY OF LOCKHART CODE OF ORDINANCES, CHAPTER 48 "SOLID WASTE" ESTABLISHING FEES TO REFLECT NEW VENDOR RATES FOR RESIDENTIAL SOLID WASTE COLLECTION, DISPOSAL, AND RECYCLING SERVICES AND COMMERCIAL WASTE COLLECTION AND DISPOSAL SERVICES

WHEREAS, the Lockhart City Council ("City Council") finds that providing solid waste collection and disposal services for the citizens of Lockhart is necessary for the health, safety and welfare of the community; and

WHEREAS, the City Council recognizes that fees must be established and collected for the use of City/Contractor supplied trash carts/bins to pay for the services to collect, transport, and dispose of solid waste for Lockhart residents and businesses; and

WHEREAS, the City Council has determined that amending Chapter 48 of the Code of Ordinances to establish such fees serves a public purpose by making solid waste collection, disposal, and recycling services and commercial waste collection and disposal services more efficient for its citizens and the City Council desires to amend the Code of Ordinances accordingly.

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

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

SECTION 2. Chapter 48 "Solid Waste" is hereby amended in part to add Section 48-7 to read as follows:

48-7. - Collection, disposal, and recycling fee rates

The following rates for solid waste collection, transporting, and disposal are hereby adopted and shall be assessed as follows:

[Continue to Next Page]

Service	Exhibit
Residential Garbage Collection Services	A
Commercial Trash Cart Collection Service	B
Commercial Trash Collection Service	C
Commercial Recycling Collection Service	D
Commercial Recycling Cart Collection Service	E
Unscheduled Commercial Front Load Recycling Trash	F
Unscheduled Commercial Front Load Collection	G
City of Lockhart Public Works Facility Drop- City of Lockhart Residents only	H

SECTION 3. Severability: If any provision, section, clause, sentence, or phrase of this ordinance is for any reason held to be unconstitutional, void, invalid, or un-enforced, the validity of the remainder of this ordinance or its application shall not be affected, it being the intent of the City Council in adopting and of the Mayor in approving this ordinance that no portion, provision, or regulation contained herein shall become inoperative or fail by way of reasons of any unconstitutionality or invalidity of any other portion, provision or regulation.

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

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

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

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

PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, ON THE 16th DAY OF JUNE 2026.

CITY OF LOCKHART, TEXAS

_____
LEW WHITE, Mayor

ATTEST:

_____
JULIE BOWERMON, City Secretary

APPROVED AS TO FORM:

_____
BRADFORD E. BULLOCK, City Attorney

ATTACHMENT A
RESIDENTIAL GARBAGE COLLECTION SERVICES
FIRST BILLING IN AUGUST 2026

Residential Garbage Collection Services		
Garbage Collection Base Rate (96-gallon)Recycling (96-gallon) Brush and Bulky pick up monthly 4 yards per household	$ 23.56	Per month
Senior Resident Trash Collection Base Fee 65-gallon or 96-gallon Recycling (96-gallon) Brush and Bulky pick up monthly 4 yards per household	$ 18.50	Per month
Additional Trash Cart Fee (96-gallon)	$ 9.00	Per additional cart per month
Replacement Trash Cart Fee (96-gallon)	$ 10.00	One-time Fee per Replacement Cart
Extra Bursh/Bulk, City of Lockhart Code enforcment, or out of cycle pick up. Per yard	$ 8.00	Per Yard
Additional Recycling Cart Fee	$ 6.00	Per additional cart per month
Replacement Recycling Cart Fee	$ 10.00	One-time Fee per Replacement Cart
Extra Bursh/Bulk, City of Lockhart Code enforcment, or out of cycle pick up. Per yard	$ 8.00	Per Yard

Attachment B
Commercial Trash Cart Collection Service
Off Rates Effective July 2026

Commercial Trash Cart Collection Service		
One (1) Commercial Trash Cart collected one time per week	$ 46.00	Per month
Additional Commercial Trash Carts collected one time per week	$ 10.00	Per additional cart per month
Cart Replacement Fee	$ 10.00	One-time Fee per Replacement Cart
Extra Bursh/Bulk or City of Lockhart Code enforcment	$ 15.00	One-time Fee per Cubic Yard

ATTACHMENT C
COMMERCIAL TRASH COLLECTION SERVICE
EFFECTIVE JULY 2026

Commercial Trash Collection Service						
Container Type	Collections per Week					
	1	2	3	4	5	6
Carts	$ 46.00	Not offered	Not offered	Not offered	Not offered	Not offered
2 CY	$ 102.00	$ 175.00	$ 211.00	$ 282.00	$ 352.00	$ 388.00
3 CY	$ 122.00	$ 211.00	$ 275.00	$ 381.00	$ 477.00	$ 521.00
4 CY	$ 149.00	$ 248.00	$ 343.00	$ 457.00	$ 571.00	$ 629.00
6 CY	$ 180.00	$ 300.00	$ 506.00	$ 655.00	$ 818.00	$ 900.00
8 CY	$ 227.00	$ 403.00	$ 572.00	$ 740.00	$ 924.00	$ 1,100.00
10 CY	$ 283.00	$ 466.00	$ 661.00	$ 880.00	$ 1,100.00	$ 1,260.00
2 CY Compactor	$ 89.26	$ 178.53	$ 254.38	$ 339.16	$ 425.93	$ 535.54
4 CY Compactor	$ 139.46	$ 278.25	$ 418.37	$ 557.83	$ 659.75	$ 836.75
6 CY Compactor	$ 189.67	$ 379.33	$ 568.98	$ 758.65	$ 948.31	$ 1,137.99
Lockbar				$20.00 Per Month, Per Unit		
Casters				$20.00 Per Month, Per Unit		

ATTACHMENT D
COMMERCIAL RECYCLING COLLECTION SERVICE
EFFECTIVE JULY 2026

Commercial Recycling Collection Service						
Container Type	Collections per Week					
	1	2	3	4	5	6
Carts	$ 46.00	Not offered	Not offered	Not offered	Not offered	Not offered
2 CY	$ 102.00	$ 175.00	$ 211.00	$ 282.00	$ 352.00	$ 388.00
3 CY	$ 122.00	$ 211.00	$ 275.00	$ 381.00	$ 477.00	$ 521.00
4 CY	$ 149.00	$ 248.00	$ 343.00	$ 457.00	$ 571.00	$ 629.00
6 CY	$ 180.00	$ 300.00	$ 506.00	$ 655.00	$ 818.00	$ 900.00
8 CY	$ 227.00	$ 403.00	$ 572.00	$ 740.00	$ 924.00	$ 1,100.00
10 CY	$ 283.00	$ 466.00	$ 661.00	$ 880.00	$ 1,100.00	$ 1,260.00
2 CY Compactor	$ 89.26	$ 178.53	$ 254.38	$ 339.16	$ 425.93	$ 535.54
4 CY Compactor	$ 139.46	$ 278.25	$ 418.37	$ 557.83	$ 659.75	$ 836.75
6 CY Compactor	$ 189.67	$ 379.33	$ 568.98	$ 758.65	$ 948.31	$ 1,137.99
Lockbar				$20.00 Per Month, Per Unit		
Casters				$20.00 Per Month, Per Unit		

ATTACHMENT E
COMMERCIAL RECYCLING COLLECTION SERVICE
EFFECTIVE JULY 2026

Commercial Recycling Cart Collection Service		
Service	Fee	Unit
One (1) Commercial Recycling Cart collected one time per week	$ 18.50	Per Month
Additional Commercial Recycling Carts collected one time per week	$ 10.50	Per Additional Cart per Month
Cart Replacement Fee	$ 10.00	One-time Fee per Replacement Cart

ATTACHMENT F
Unscheduled Commercial Front Load Collection
EFFECTIVE July 2026

Unscheduled Commercial Front Load Collection	
Container Size	Fee per Additional Collection
2 CY	$ 42.00
4 CY	$ 60.00
6 CY	$ 71.00
8 CY	$ 89.00
10 CY	$ 108.00
2 CY Compactor	$ 47.00
4 CY Compactor	$ 73.00
6 CY Compactor	$ 99.00

ATTACHMENT G
UNSCHEDULED COMMERCIAL FRONT LOAD RECYCLING TRASH
EFFECTIVE JULY 2026

Unscheduled Commercial Front Load Recycling	
Container Size	Fee per Additional Collection
2 CY	$ 42.00
4 CY	$ 60.00
6 CY	$ 71.00
8 CY	$ 89.00
10 CY	$ 108.00
2 CY Compactor	$ 47.00
4 CY Compactor	$ 73.00
6 CY Compactor	$ 99.00

ATTACHMENT H
CITY OF LOCKHART PUBLIC WORKS FACILITY DROP
CITY OF LOCKHART RESIDENTS ONLY
EFFECTIVE OCTOBER 2026

City of Lockhart Public Works Facility Drop- City of Lockhart Residents only		
Service	**Fee**	**Unit**
White goods (refrigerators, freezers, air conditioners, with refrigerant washers, dryers, etc.) sofa as large chairs, furniture.	$ 100.00	Per item- 5 Items per visit
White goods (refrigerators, freezers, air conditioners, with No refrigerant washers, dryers, etc.) sofa as large chairs, furniture.	$ 50.00	Per item- 5 Items per visit
Motor oil and cooking oil	Free	5 Gallons per visit.
Electronic items	Free	5 Items per visit
Tires 18 inch or less without rim	$ 10.00	Per tire
Tires 18 inch or less with rim	$ 20.00	Per tire
Tires 19 inches or more without rim	$ 25.00	Per tire
Tires 19 inches or more with rim	$ 40.00	Per tire

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: June 16, 2026

AGENDA ITEM CAPTION: Discussion and/or action awarding the Cemetery Maintenance and Operations Agreement to Gene Bagwell d/b/a Maintenance Management / Interment Services.

ORIGINATING DEPARTMENT AND CONTACT: Parks & Recreation - Travis Hughes

ACTION REQUESTED: Award of Contract

BACKGROUND/SUMMARY/DISCUSSION: Gene Bagwell d/b/a Maintenance Management has provided cemetery maintenance services for the City's cemeteries through a series of annual agreements since 2009. Following expiration of the most recent agreement on December 31, 2025, City Council directed staff to conduct a competitive procurement process for a new contract. To centralize cemetery operations with a contractor specializing in municipal cemetery management, staff expanded the scope of services to include both cemetery maintenance and cemetery operations. A four-month contract extension was approved to allow sufficient time to complete the procurement process.

Request for Proposals (RFP) No. 2026-03 was issued on April 2, 2026. The City received one proposal from Gene Bagwell d/b/a Maintenance Management / Interment Services, the City's current cemetery maintenance contractor. Following review of the proposal, staff determined that the submission met the requirements of the RFP and that the contractor possesses the experience, qualifications, and operational capacity necessary to successfully perform the expanded scope of services.

Mr. Bagwell has extensive experience providing cemetery maintenance, operations, and interment services for municipal cemeteries throughout Central Texas. In addition to providing maintenance services for the City of Lockhart, his firm currently provides comprehensive cemetery maintenance and operational services for the City of San Marcos Cemetery and the City of New Braunfels cemeteries. His firm also provides burial and interment services for the City of Bastrop's Fairview Cemetery and has extensive experience coordinating burial services with local funeral homes. Based on the references submitted and the contractor's long-standing service history, staff believes the firm possesses the qualifications, experience, and specialized expertise necessary to successfully perform the expanded scope of services contemplated under the proposed agreement.

The proposed agreement includes maintenance of approximately 34 acres of cemetery property, including mowing, trimming, debris removal, tree maintenance, irrigation repairs, and general grounds upkeep. The expanded scope also includes operational responsibilities such as assisting customers with plot selection and purchases, locating family burial plots, maintaining cemetery records, coordinating with funeral homes, providing burial services, enforcing cemetery regulations, and future assistance with the potential conversion of historical

records to electronic records.

The addition of cemetery operations to the contract is intended to provide a higher level of customer service while reducing the administrative workload currently managed by the Parks and Recreation Director, who spends a significant amount of time addressing cemetery-related inquiries, plot sales, records management, burial coordination, and other operational matters. Consolidating these responsibilities under a contractor with specialized cemetery experience will allow Parks Department staff to focus more time on core parks, recreation, and facility maintenance responsibilities.

The proposed agreement provides for an initial five-year term beginning July 1, 2026, and ending June 30, 2031, with automatic renewal provisions as outlined in the contract. The annual contract amount is $92,700.

PROJECT SCHEDULE (if applicable): If approved, contract start date is July 1, 2026

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

FISCAL NOTE (if applicable): Funding for this agreement has been included in the FY 2027 Wortking Budget.

PREVIOUS COUNCIL ACTION: Council directed staff to solicit proposals for cemetery maintenance services and approved a four-month extension of the existing agreement to allow completion of the procurement process.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends approving the Cemetery Maintenance and Operations Agreement with Gene Bagwell d/b/a Maintenance Management / Interment Services and authorize the City Manager to execute the agreement.

LIST OF SUPPORTING DOCUMENTS: Cemetery Maintenance Operations Agreement 2026

CONTRACT FOR PURCHASE
OF GOODS AND/OR SERVICES

THIS CONTRACT is made and entered on 07/01/2026, by and between the City of Lockhart, Texas, a Municipal corporation located in Caldwell County, Texas, (hereinafter called CITY), acting through its duly authorized City Manager, Joseph Resendez and Gene Bagwell DBA Maintenance Management / Interment Services located at 625 Pioneer Trail, San Marcos, TX 78666, hereinafter called COMPANY), acting by and through its duly authorized agent.

WITNESSETH: That for and in consideration of the mutual covenants hereinafter set forth, the CITY and COMPANY agree as follows:

I. DESCRIPTION OF GOODS AND/OR SERVICE

Maintenance and Operation of the Lockhart Memorial Burial Park and Hooks Cemetery

The CITY agrees to purchase, and the COMPANY agrees to provide all the goods and/or services as specified in the contract documents, such goods and/or services generally described as follows:

The contractor shall, at a minimum, perform the following tasks for both cemeteries and provide for their own equipment and labor:

1. Maintain cemetery grounds
   a. Mow and line trim all areas within the approximately 34 acres of cemetery properties as indicated in the attached maps, including fencelines and between headstones at a maximum of 22-24 times per year
   b. Mowing services shall be performed within seven (7) days before Mother's Day, Father's Day, Memorial Day, Veteran's Day, Christmas Day, and Easter Sunday unless approved by the City
   c. Trim and remove dead branches, shrubs, and trees and dispose of in City designated area
   d. Repair damaged or leaking water faucets or water lines
   e. Remove trash, debris, and gravesite ornamentations that are faded and worn
   f. The Company is responsible for all damage done to headstones, curbing, fencing, trees, etc., caused during the performance of the above maintenance tasks
   g. The Company is responsible for reporting all vandalism or damage at the cemetery to the City

2. Meet with cemetery customers by appointment
   a. Show customers available burial plots for purchase
   b. Provide customers with information regarding purchasing a burial plot and the burial process
   c. Assist customers locating existing burial plots of family members
   d. Assist customers locating the boundaries of their existing burial plots

3. Collect and maintain cemetery records
   a. Collect and maintain interment documents from customers and/or funeral homes
   b. Collect and maintain records of burial plot purchases and locations
   c. Assist with the conversion of historical burial plot records to electronic records

4. Provide burial services
   a. Communicate with funeral homes regarding upcoming burials
   b. Coordinate with funeral homes regarding ceremonies setups and parking availability

c. Mark upcoming burial sites to prepare for opening graves
d. Open burial plots prior to scheduled burial services and close immediately after
e. Remove excess burial soil to a City designated area
f. Backfill graves that have settled significantly
g. Remove excess burial ceremony decorations and ornamentations 48 hours after interment
h. The Company may store equipment on cemetery grounds in City designated locations

5. Enforce cemetery rules, codes, and ordinances
   a. Ensure with assistance from city staff that relevant cemetery rules are posted
   b. Remove items on gravesites that are in violation of posted cemetery rules
   c. Ensure that headstones and borders are installed per cemetery rules

for the bid sum of **$92,700 dollars and 00 cents,** paid in current funds at the unit or total prices, at COMPANY'S own proper cost and expense, including all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, bonds and other accessories and services necessary to complete delivery of same, in accordance with the contract documents, hereinafter defined, and subject to such additions and deductions as provided therein.

II. CONTRACT DOCUMENTS

The contract documents shall consist of this written agreement or Contract; provisions of this Contract including General Clauses and Conditions, Special and all other Provisions, Advertisement for Bid, Invitation to Bid, Instruction to Bidders, Bidder's Proposal, all Addenda issued prior to award of Contract, any plans which include all maps, plats, blueprints, and other drawings and printed or written or explanatory matter thereof, the technical specifications and all other documents identified as pertaining to this agreement, all of which have been identified by the CITY and COMPANY and are marked as Attachments A and B. The contract documents constitute the entire agreement between the CITY and COMPANY, and all are as fully a part of the Contract as if attached to and repeated in this agreement. The contract documents may be altered, amended or modified only as provided herein.

III. PAYMENT OF COMPENSATION

The goods and/or services to be provided under this Contract shall be commenced by COMPANY upon final execution of this Contract and on a date to be specified in a written "Purchase Order" or "Work Order" (whichever applicable), in accordance with the contract documents. The total annual consideration to be paid to the Company shall be prorated and paid in equal monthly installments less five percent (5%) retainage each month during the term of the contract beginning July 1, 2026. Each monthly installment shall be paid to the Company by the City withing 10 days of receiving the Company's invoice. The five percent (5%) retainage is to be held by the City in order to ensure substantial compliance and completion of the contract by the Company. The accumulated retainage will be paid to the Company by the City in January of each year of this contract period upon the Company's satisfactory completion of the contractual terms to that date. In the event the City terminates the contract based upon violation of the agreement then the Company forfeits all amounts retained.

IV. MODIFICATION AND ASSIGNMENT

This Contract may not be altered; modified or amended except in writing properly executed by the parties and may not be assigned to a third party.

V. TERMINATION

Unless otherwise provided in the contract documents, CITY may terminate this Contract at any time without cause with thirty-(30) day's written notice. Additionally, CITY shall have the right to cancel this Contract if COMPANY fails to provide the goods and/or services in accordance with the Contract Documents after giving seven-(7) day's prior written notice. Irrespective of which party shall effect termination or the cause therefore, CITY shall within thirty-(30) days of termination compensate COMPANY for any delivery of goods and/or services made up to the time of termination. No amount shall be due for lost or anticipated profits.

VI. TERM

The term of this Contract shall be an initial term of 5 years beginning on the 1st day of July 2026 and ending on the 30th day of June 2031 unless terminated by either party under the terms set forth herein. This Contract shall automatically be renewed, without need for formal action, for one additional 5-year term, followed by two-year terms renewable with Council action, beginning on the same day of the initial term, unless earlier terminated as provided in the contract documents.

VII. GOVERNING LAW AND VENUE

The parties agree that the laws of the State of Texas shall apply to and govern this Contract and venue for any legal proceeding shall be in Caldwell County, Texas.

VIII. INDEPENDENT CONTRACTOR/INDEMNITY

It is agreed for all purposes hereunder that the COMPANY is and shall be an independent contractor and shall not, with respect to their acts or omissions, be deemed an agent or employee of CITY.

COMPANY AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, FROM AND AGAINST LIABILITY FOR ANY AND ALL CLAIMS, LIENS, SUITS, DEMANDS, AND/OR ACTIONS FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGE (INCLUDING LOSS OF USE), AND EXPENSES, INCLUDING COURT COSTS AND ATTORNEYS' FEES AND OTHER REASONABLE COSTS ARISING OUT OF OR RESULTING FROM COMPANY'S WORK AND/OR ACTIVITIES CONDUCTED IN CONNECTION WITH OR INCIDENTAL TO THIS CONTRACT AND FROM ANY LIABILITY ARISING OUT OF, OR RESULTING FROM, THE INTENTIONAL ACTS OR NEGLIGENCE, INCLUDING ALL SUCH CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW, OR BASED IN WHOLE OR IN PART UPON THE NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF COMPANY, INCLUDING BUT NOT LIMITED TO ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, AND OTHER PERSONS.

COMPANY further agrees that it shall at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, agents, employees, subcontractors, licenses, invitees and other persons, as well as their property, while engaged in the delivery of such purchases and/or services pursuant to this Contract or while on City's premises where the services are being provided. It is expressly understood and agreed that CITY shall not be liable or responsible for the negligence of COMPANY, including but not limited to its officers, agents, employees, subcontractors, licensees, invitees, and other persons.

Further, CITY assumes no responsibility or liability for harm, injury, or any damaging events which are directly or indirectly attributable to premise defects, real or alleged, in the vicinity where such

purchases and/or services are to be delivered by COMPANY, which may now exist or which may hereafter arise upon the premises, responsibility for any and all such defects being expressly assumed by COMPANY. COMPANY understands and agrees that this indemnity provision shall apply to any and all claims, suits, demands, and/or actions based upon or arising from any such premise defects or conditions, including but not limited to any such claim asserted by or on behalf of COMPANY, including but not limited to its officers, agents, employees, subcontractors, licensees, invitees, and other persons.

It is further agreed with respect to the above indemnity, that CITY and COMPANY will provide the other prompt and timely notice of any event covered which in any way, directly or indirectly, contingently or otherwise, affects or might affect the COMPANY or CITY, and CITY shall have the right to compromise and defend the same to the extent of its own interests.

IX. DISCRIMINATION REGULATIONS

COMPANY, in the execution of this Contract and particularly in the employment practices engaged in, agrees that it will not discriminate on the basis of race, color, religion, national origin, sex, age, handicap or disability.

X. NOTIFICATION

All notices and communications required herein shall be personally delivered or mailed to the other party by United States certified mail, return receipt requested. Unless otherwise changed in writing by the respective party, notice intended for COMPANY shall be sent to the COMPANY's address as shown on COMPANY's Proposal; notice intended for CITY shall be sent to: Department Contact, City of Lockhart, P.O. Box 826, 101 E. Main St., Lockhart, Texas 75126. Mailed notices shall be deemed to have been received three-(3) days after mailing.

IN WITNESS WHEREOF, CITY and COMPANY have executed this Contract in **three (3) counterparts**, each of which shall be deemed an original, the day and year first written above.

[Signature page to follow]

CITY OF LOCKHART

Jospeh Resendez, City Manager

ATTEST:

Julie Bowermon, City Secretary

APPROVED AS TO FORM:

City Attorney or designee

COMPANY

Signature

Printed Name: _____

Printed Title: _____

Acknowledgment

State of Texas, County of Caldwell: Before me the undersigned authority on this day personally appeared _____, known to be the person whose name is subscribed to the foregoing document and known to me to be the _____ (title) of _____ (company name) and acknowledged to me that (s)he executed said document with full authority to do so and for the purposes and consideration expressed therein. Given under my hand and seal of office the _____ day of _____, 20___.

Notary Public in and for the State of Texas

ATTACHMENT A

City of Lockhart – Minimum Insurance Requirements

LOCKHART $50,000+
CITY OF LOCKHART REQUIREMENTS:

- Comprehensive General Liability and Bodily Injury & Property Damage with minimum limits of
  $1,000,000 per Occurrence, $1,000,000 General Aggregate, $1,000,000 Products/Completed Operations Aggregate.
- General Liability must include coverage for Premises and Operations, Products and Completed Operations, Contractual Liability, Independent Contractors, Broad Form Property Damage, and Personal/Advertising Injury.
- Auto Liability with minimum limits of $1,000,000 per Occurrence, $1,000,000 General Aggregate.
- Certificate must include a statement listing **The City of Lockhart, Texas** as additional insured on the General Liability and Auto coverages. Blanket Endorsements are acceptable in meeting this requirement if copies of the endorsements are provided along with the certificate. If using a form that has specific boxes labeled for additional insured, checking those specific boxes is acceptable in meeting this requirement as well.
- Employers Liability with minimum limits of $100,000 Occupational Disease, $100,000 per Accident, and $100,000 per Employee.
- Workers Compensation providing statutory coverage limits.
- Certificate must include a statement providing a Waiver of Subrogation on the Workers Compensation, Employers Liability as well as the General Liability coverage. Blanket Endorsements are acceptable in meeting this requirement if copies of the endorsements are provided along with the certificate. If using a form that has specific boxes labeled for waiver of subrogation, checking those specific boxes is acceptable in meeting this requirement as well.

ATTACHMENT B

Contract Documents

The contract documents shall consist of this written agreement or Contract, provisions of this Contract including General Clauses and Conditions, Special and all other Provisions, Advertisement for Bid, Invitation to Bid, Instruction to Bidders, Bidder's Proposal, all Addenda issued prior to award of Contract, any plans which include all maps, plats, blueprints, and other drawings and printed or written or explanatory matter thereof, the technical specifications and all other documents identified as pertaining to this agreement, all of which have been identified by the CITY and COMPANY. The contract documents constitute the entire agreement between the CITY and COMPANY, and all are as fully a part of the Contract as if attached to and repeated in this agreement. The contract documents may be altered, amended or modified only as provided herein.

ADVERTISEMENT AND REQUEST FOR PROPOSALS FOR MAINTENANCE AND OPERATION OF THE LOCKHART MUNICIPAL BURIAL PARK AND HOOKS CEMETERY

The City of Lockhart, Texas will receive proposals for the maintenance and operation of the Lockhart Municipal Burial Park and Hooks Cemetery until ***3:00 p.m. on April 28, 2026. Proposals shall be addressed and delivered to: Travis Hughes, Director of Parks & Recreation City of Lockhart – City Hall 308 West San Antonio Street Lockhart, Texas 78644.*** Any proposal received after the stated closing time will be returned unopened. A copy of the RFP can be found online at https://www.lockhart-tx.org/page/bids The City of Lockhart reserves the right to reject any and all proposals.

RFP # 2026-03

Cover Page

CITY OF LOCKHART, TEXAS

RFP 2026-03

REQUEST FOR SEALED PROPOSALS FOR

Maintenance and Operation of the Lockhart Municipal Burial Park and Hooks Cemetery

PROPOSALS DATE ISSUED:
April 2, 2026

RFP SUBMITTALS DATE DUE:
April 28, 2026

DEPARTMENT CONTACT FOR QUESTIONS:

Travis Hughes
Director of Parks & Recreation
thughes@lockhart-tx.org

Table of Contents

Cover Page 4
RFP # 2026-03 Invitation for Proposals 6
GENERAL CLAUSES AND CONDITIONS 6
SPECIAL PROVISIONS 8
DISCLOSURE OF CERTAIN RELATIONSHIPS WITH LOCAL GOVERNMENT OFFICERS; PROVIDING PUBLIC ACCESS TO CERTAIN INFORMATION 10
Check List: 10
CONFLICT OF INTEREST QUESTIONNAIRE 11
Non-Exclusion Affidavit for General Contractors 13
PROPOSAL EVALUATION 14
CRITERIA FOR EVALUATION IN ORDER OF IMPORTANCE: 14
TERMINATION FOR DEFAULT 14
NON-PERFORMANCE CONDITION 15
NOTICE 15
CONTRACT FOR PURCHASE OF GOODS AND/OR SERVICES 1
RFP 15
ATTACHMENT A 1
PROPOSAL INFORMATION 21
RFP 21
Background 21
Scope of Work 21
Organizational Profile 22
References 22
Proposed Services and fees for services 22
Questions 20
ATTACHMENT B 21
Cemetery Location Map 21
Municipal Burial Park Map 22
Hooks Cemetery Map 23

RFP # 2026-03 Invitation for Proposals
Maintenance and Operation of Lockhart Municipal Burial Park and Hooks Cemetery

City of Lockhart, Texas

The City of Lockhart is soliciting proposals from qualified individuals, firms or corporations to provide a range of management and administrative services for:

Maintenance and Operation of Lockhart Municipal Burial Park and Hooks Cemetery

Mark envelope in the lower left corner with the corresponding RFP Number; and name project, so the proposals will not be opened until the appointed hour.

Mailed proposals must be received as 1 (one) original and 3 (three) copies, on this form, prior to the closing date and time to be considered. Mailed proposals must be submitted in sufficient time to be received and time-stamped at the above location on or before the published date and time shown on the RFP. The City of Lockhart will not be responsible for mail delivered from the post office. Proposals received after the published time and date cannot be considered and will be returned unopened.

- A sealed copy of the bid proposal may be submitted by courier or hand delivered to the City Manager's Officer.
- A **digital copy must** be submitted; however, a digital submission cannot be emailed.
- Faxed proposals will not be accepted.

All proposals courier or hand proposals must be delivered and/or be submitted to

308 W San Antonio St.,
Lockhart, Texas 78644

All mailed proposals must be mailed to:

P.O. Box 239,
Lockhart, Texas 78644.

If you have questions regarding the preparation of your proposal or for technical questions, you may contact the Department Contact on the cover page. All questions must be submitted in writing.

GENERAL CLAUSES AND CONDITIONS

1. Protection of Resident Workers: The City of Lockhart actively supports the Immigration and Nationality Act (INA), which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and

employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

2. Laws and Ordinances: The Contractor shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations which in any manner affect the Contract or the work and shall indemnify and save harmless the City against any claim arising from the violation of any such laws, ordinances and regulations whether by the Contractor or his employees.

3. Proposals will be received and publicly acknowledged at the location, date and time stated above. Only the name of the proposers responding to this request for proposal shall be released at the proposal opening. Other information submitted by the proposer shall not.be released by the City during the proposal evaluation process or prior to contract award. At no time will confidential information, as noted by the proposer, be released.

4. Proposer shall attach official documentation from the State of Texas or other qualified certification agency of M/WBE status of your company with bid/proposal. The data is for informational purposes only and will not affect the bid proposal award.

5. A completed W-9 form will be required within five business days by the apparent most qualified proposer once notification has been received.

6. In submitting an offer, respondent certifies that they have not participated nor have they been party to any collusion, price fixing or any other illegal or unethical agreements with any company, firm or person concerning the pricing offered.

7. The attached Non-Exclusion Affidavit for General Contractors must be signed, notarized and submitted with bid proposal.

8. A representative of the proposing entity who is authorized to enter into contract on behalf of the proposing entity must manually sign proposals in ink. The person signing the proposal must indicate his/her title along with signature. Proposals received without proper signature will not be considered.

9. Any ambiguity in the bid proposal as a result of omission, error, lack of clarity or non-compliance by the proposer with specifications, instructions and all conditions shall be construed in favor of the City.

10. The City of Lockhart reserves the right to reject any and all proposals, waive formalities and to make award of bid proposal as may be deemed to the best advantage of the City. No proposal may be withdrawn within forty-five (45) days after date of opening.

11. This Contract may be terminated at any time with thirty-(30) days written notice by either the City of Lockhart or successful proposer.

12. The City is not liable for any cost incurred by Proposers in replying to this RFP. This

includes costs to determine the nature of the proposal, submitting, negotiating, presentations or any other costs a vendor would incur in responding to the RFP.

13. Proposers shall complete all information requested and blanks provided shall be filled in on the provided forms. Failure to completely describe the merchandise being proposed may result in rejection of your bid proposal.

14. The City is exempt from all sales and excise taxes.

15. The City of Lockhart reserves the right to evaluate variations from these specifications. If exceptions are made, proposer shall state wherein the merchandise fails to meet these specifications. Failure to completely describe the merchandise being proposed may result in rejection of your proposal.
16. It shall be understood all proposals, responses, inquiries or correspondence relating to or in reference to this RFP, and all reports, charges and proposal or referencing information submitted in response to this RFP shall become the property of the City and will not be returned. The City will use discretion with regard to disclosure of proprietary information contained in any response but cannot guarantee information will not be made public. As a governmental entity, the City is subject to making records available for disclosure.

17. All restrictions on the use of data contained within a proposal and all confidential information must be clearly stated in the RFP. Proprietary information submitted in a proposal, or in response to the RFP, will be handled in accordance with the Texas Open Records Law and other applicable state statutes.

18. It is the vendor's responsibility to check for any addendums that might have been issued before the proposal closing date and time.

19. The proposal evaluation process will occur after the closing date. The City's evaluation and clarification process will commence. An evaluation team will review the proposals. Financial terms will not be the sole determining factor in this award. Other criteria described in this RFP will be considered, as well as any other factors the evaluation team determines may affect the suitability of the proposal for the City's requirements. A Proposer's submission of a proposal constitutes their acceptance of the evaluation technique.

20. Proposers must comply with the minimum insurance requirements of the City of Lockhart as appropriate to final contract terms. The minimum insurance requirements are noted in Attachment A.

SPECIAL PROVISIONS

1. DISCLOSURE OF CONFLICT OF INTEREST AND COMPLIANCE WITH ALL OTHER APPLICABLE LAWS

    a. Proposer shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations including all amendments and revisions thereto, which in any manner affect Bidder/Proposer or the services and/or items to be provided, specifically and not limited to any laws

relating to conflicts of interest. In particular, Bidder/Proposer is put on notice that City will require compliance with Chapter 176 of the Texas Local Government Code (hereinafter referred to as the "Act") requiring any person who contracts or seeks to contract with the City to disclose potential conflicts of interest as defined in the Act by completing the Conflict of Interest Questionnaire included in this bid proposal and returning it to the City in accordance with the provisions of the Act. Failure to comply with any applicable laws, including the provisions of the Act, may result in: i) the forfeiture by Bidder/Proposer of all benefits of the Contract; ii) the retainage by City of all services performed by Bidder/Proposer, and iii) the recovery by City of all consideration, or the value of all consideration, paid to Bidder/Proposer pursuant to any awarded contract.

b. The attached Conflict of Interest Questionnaire shall be submitted with the bid proposal submittal. It is the responsibility of the vendor to submit the form.

2. The successful proposer's rights and duties awarded by the contract may not be assigned to another without written consent of the City signed by the City's authorized agent. Such consent shall not relieve the assigned of liability in the event of default by the assignee.

3. Any deviations from specifications and alternate proposals must be clearly shown with complete information provided by the proposer. They may or may not be considered by the City.

4. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and shall not be effective unless signed by an authorized representative of the City.

5. The City shall have the right to modify this order subject to an adjustment in the price in accordance with the applicable provisions of the purchase order, if any, or pursuant to mutual agreements. No agreement or understanding to modify this order shall be binding on the City unless it is in writing and signed by an authorized representative of the City.

6. The City reserves the right to require additional technical and pricing information and negotiate all elements which comprise the Vendor's proposal to ensure that the best possible consideration be afforded to all concerned. The City reserves the right to accept all or part of any proposal, to reject any or all proposals and to re-solicit for proposals.

7. The following RFP Schedule of Events represents the best estimate of the schedule the City will follow. The City plans to meet the dates described below. If a component of the schedule is delayed, it shall be anticipated that the remaining components will be delayed by a similar number of days. Any significant change to the schedule will be published via RFP Addendum.

Event	Date
Request for Proposals Published	April 2, 2026
Deadline for All questions- must be submitted via email	April 16, 2026
Deadline for Proposal Submissions	April 28, 2026
Evaluation of Proposals	April 29, 2026
City Council Approval	May 19, 2026

8. Proposers shall submit a total of five (5) work references.

9. Proposers shall fill out the following required documents, as noted in the bid proposal. If the following forms are not included, the bid proposal may be considered non-responsive.

DISCLOSURE OF CERTAIN RELATIONSHIPS WITH LOCAL GOVERNMENT OFFICERS; PROVIDING PUBLIC ACCESS TO CERTAIN INFORMATION

Check List:

☐ Conflict of Interest Questionnaire

☐ Non-Exclusion Affidavit for General Contractors

Chapter 176 is an ethics law that requires certain local government officials to disclose employment and business relationships with vendors who conduct business with local government entities. The law defines a “vendor” as any person who enters or seeks to enter a contract with the city. The term also includes an agent of a vendor.

Local government officers subject to this law are a city council member, director, superintendent, administrator, president, city manager, or any other person who is designated as the executive officer of the local government entity. A municipal officer’s family member would include the officer’s spouse, father, mother, son, daughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, or step-child.

The law applies to any written contract for the sale or purchase of real property, goods, or services. A contract for services would include one for skilled or unskilled labor, or for professional services.

A vendor is required to file a conflict of interest questionnaire if the vendor has a business relationship with the city and has:

1. An employment or other business relationship with an officer or an officer’s family member that results in that person receiving taxable income that it more than $2,500

in the preceding twelve months; or

2. Has given an officer or an officer's family member one or more gifts totaling more than $250 in the preceding twelve months.

A vendor is required to file a questionnaire not later than the seventh business day after the later of the following:

1. The date the vendor begins discussions or negotiations to enter into a contract with the city or submits an application or response to a bid proposal; or

2. The date the vendor becomes aware of a relationship or gives a gift to an officer or officer's family member.

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity	**FORM CIQ**
This questionnaire reflects changes made to the law by H.B. 1491, 80th Lag., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.	OFFICEUSEONLY Date Received
Name of person who has a business relationship with local governmental entity.	
Check this box if you are filing an update to a previously filed questionnaire. _____ (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)	

1. **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

____ Yes _____ NO

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

____ Yes _____ NO

C. Is the filer of this questionnaire employed. by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

____ Yes _____ NO

D. Describe each employment or business relationship with the local government officer named in this section.

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

Non-Exclusion Affidavit for General Contractors

Federal, state, and local government agencies, not-profits, and other organizations that use federal money to fund all or part of any program or project are required to follow specific requirements regarding the use of such federal funds. One of these requirements is that no contract, subcontract, grant, financial assistance, or other forms of assistance provided using federal funds may be awarded to individuals or entities that have been suspended, debarred, or otherwise excluded from participation in federally funded programs.

The U.S. federal government maintains a Web site known as the "System for Award Management" (SAM) at www.sam.gov. One of the purposes of the SAM Web site is to provide a comprehensive list of all individuals, firms, and other entities that have been suspended, debarred, or otherwise excluded from participation in federally funded contracts, subcontracts, grants, etc. SAM provides a simple means of helping government, non-profit agencies, and other organizations ensure that they do not award federally-funded grants, contracts, subcontracts, or other financial or non-financial benefits to any individual, firm, or other entity that has been excluded by any agency from participation in such federally funded activities.

I, _____(Contractor Representative), hereby certify that neither I nor _____(Name of the company or organization I represent) nor any subcontractors that I or said company may employ to work on any federally funded activity have been suspended, debarred, or otherwise excluded by any federal agency from participation in any federally funded activity. I further acknowledge my understanding that, before entering into a contract with me or with the company or organization I represent, City of Lockhart staff will perform a search on www.sam.gov to verify whether I, the organization I represent, or any subcontractors I may employ to work on any federally funded activity, have been excluded from participation in any federally funded activity.

_____ _____

Signature of Contractor Representative Date

Sworn to and subscribed before me this _____day of _____, 20_____

_____

Notary Public in and for _____County, _____(Insert State Name)

PROPOSAL EVALUATION

RFP shall be awarded to the best-value proposal. The proposals will be evaluated on the factors outlined below which shall be applied to all eligible, responsive proposals in selecting the successful proposer. Award of a contract may be made without discussion with proposers after responses are received. Proposals should, therefore, be submitted on the most favorable terms.

Sealed Proposal Submission

Proposals shall be sealed and clearly marked with the Proposer's name and return address and indicate the proposal number and title. Facsimile or e-mail submitted proposals will not be accepted. Proposals received after the deadline cannot be considered and will be returned unopened. The City is not responsible for delays by the U.S. Postal Service, the internal mail delivery system of the City, or any other delivery method employed by the Proposer.

Proposers or their authorized representatives are expected to be fully informed as to the general terms and conditions, requirements and specifications of this Proposal Invitation before submitting proposals. Failure to do so will be at the proposer's own risk.

CRITERIA FOR EVALUATION IN ORDER OF IMPORTANCE:

Category	Weight
Completion of requested information	10
References	25
Demonstrated experience of related work	35
Cost	30

Negotiations may be conducted with responsible proposers who submit proposals determined to be acceptable of being selected for award. **All proposers will be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals.** Revisions to proposals may be permitted after submission and before award for the purpose of obtaining best and final offers.

TERMINATION FOR DEFAULT

The City of Lockhart reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the **contract** immediately in the event the successful proposer fails to:

- meet delivery or completion schedules
- otherwise perform in accordance with the accepted proposal and contract

Breach of contract or default authorizes the City to award to another proposer, purchase elsewhere, and charge the full increase in cost to the defaulting proposer.

NON-PERFORMANCE CONDITION

If the product or training is not in conformance with the specifications and requirements of the City, the vendor shall redo and complete any work necessary, bring the product or training into compliance at the vendor's expense.

NOTICE

The following blank spaces in the contract are not to be filled in by the Proposer at the time of submitting his proposal. The contract form is submitted at this time to familiarize the Proposer with the form of the contract, which the successful Proposer will be required to execute.

CONTRACT FOR PURCHASE
OF GOODS AND/OR SERVICES

THIS CONTRACT is made and entered on _____, by and between the City of Lockhart, Texas, a Municipal corporation located in Caldwell County, Texas, (hereinafter called CITY), acting through its duly authorized City Manager, Joseph Resendez and _____ located at_____, hereinafter called COMPANY), acting by and through its duly authorized agent.

WITNESSETH: That for and in consideration of the mutual covenants hereinafter set forth, the CITY and COMPANY agree as follows:

I. DESCRIPTION OF GOODS AND/OR SERVICE

The CITY agrees to purchase and the COMPANY agrees to provide all of the goods and/or services as specified in the contract documents, such goods and/or services generally described as follows:

RFP 2026-03

Maintenance and Operation of Lockhart Municipal Burial Park and Hooks Cemetery

for the bid sum of **_____ dollars and _____ cents ($00.00),** paid in current funds at the unit or total prices, at COMPANY'S own proper cost and expense, including all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, bonds and other accessories and services necessary to complete delivery of same, in accordance with the contract documents, hereinafter defined, and subject to such additions and deductions as provided therein.

II. CONTRACT DOCUMENTS

The contract documents shall consist of this written agreement or Contract, provisions of this Contract including General Clauses and Conditions, Special and all other Provisions,

Advertisement for Bid, Invitation to Bid, Instruction to Bidders, Bidder's Proposal, all Addenda issued prior to award of Contract, any plans which include all maps, plats, blueprints, and other drawings and printed or written or explanatory matter thereof, the technical specifications and all other documents identified as pertaining to this agreement, all of which have been identified by the CITY and COMPANY. The contract documents constitute the entire agreement between the CITY and COMPANY, and all are as fully a part of the Contract as if attached to and repeated in this agreement. The contract documents may be altered, amended or modified only as provided herein.

III. PURCHASE/WORK ORDER

The goods and/or services to be provided under this Contract shall be commenced by COMPANY upon final execution of this Contract and on a date to be specified in a written "Purchase Order" or "Work Order" (whichever applicable), in accordance with the contract documents. Time is of the essence for this Contract.

IV. MODIFICATION AND ASSIGNMENT

This Contract may not be altered; modified or amended except in writing properly executed by the parties and may not be assigned to a third party.

V. TERMINATION

Unless otherwise provided in the contract documents, CITY may terminate this Contract at any time without cause with thirty-(30) day's written notice. Additionally, CITY shall have the right to cancel this Contract if COMPANY fails to provide the goods and/or services in accordance with the Contract Documents after giving seven-(7) day's prior written notice. Irrespective of which party shall effect termination or the cause therefore, CITY shall within thirty-(30) days of termination compensate COMPANY for any delivery of goods and/or services made up to the time of termination. No amount shall be due for lost or anticipated profits.

VI. TERM

The term of this Contract shall be an initial term of _____ beginning on the ____ day of _____, 20__, and ending on the ___ day of _____, 20__ unless terminated by either party under the terms set forth herein. This Contract shall automatically be renewed, without need for formal action, for two one-year terms beginning on the same day of the initial term, unless earlier terminated as provided in the contract documents.

VII. GOVERNING LAW AND VENUE

The parties agree that the laws of the State of Texas shall apply to and govern this Contract and venue for any legal proceeding shall be in Caldwell County, Texas.

VIII. INDEPENDENT CONTRACTOR/INDEMNITY

It is agreed for all purposes hereunder, the COMPANY is and shall be an independent contractor and shall not, with respect to their acts or omissions, be deemed an agent or employee of CITY.

COMPANY agrees to indemnify and hold harmless and defend CITY, its officers, agents and employees, from and against liability for any and all claims, liens, suits, demands, and/or actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, including court costs and attorneys' fees and other reasonable costs arising out of or

resulting from COMPANY'S work and/or activities conducted in connection with or incidental to this Contract and from any liability arising out of, or resulting from, the intentional acts or negligence, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part upon the negligent or intentional acts or omissions of COMPANY, including but not limited to its officers, agents, employees, subcontractors, licensees, invitees, and other persons.

COMPANY further agrees that it shall at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, agents, employees, subcontractors, licenses, invitees and other persons, as well as their property, while engaged in the delivery of such purchases and/or services pursuant to this Contract or while on City's premises where the services are being provided. It is expressly understood and agreed that CITY shall not be liable or responsible for the negligence of COMPANY, including but not limited to its officers, agents, employees, subcontractors, licensees, invitees, and other persons.

Further, CITY assumes no responsibility or liability for harm, injury, or any damaging events which are directly or indirectly attributable to premise defects, real or alleged, in the vicinity where such purchases and/or services are to be delivered by COMPANY, which may now exist or which may hereafter arise upon the premises, responsibility for any and all such defects being expressly assumed by COMPANY. COMPANY understands and agrees that this indemnity provision shall apply to any and all claims, suits, demands, and/or actions based upon or arising from any such premise defects or conditions, including but not limited to any such claim asserted by or on behalf of COMPANY, including but not limited to its officers, agents, employees, subcontractors, licensees, invitees, and other persons.

It is further agreed with respect to the above indemnity, that CITY and COMPANY will provide the other prompt and timely notice of any event covered which in any way, directly or indirectly, contingently or otherwise, affects or might affect the COMPANY or CITY, and CITY shall have the right to compromise and defend the same to the extent of its own interests.

IX. DISCRIMINATION REGULATIONS

COMPANY, in the execution of this Contract and particularly in the employment practices engaged in, agrees that it will not discriminate on the basis of race, color, religion, national origin, sex, age, handicap or disability.

X. NOTIFICATION

All notices and communications required herein shall be personally delivered or mailed to the other party by United States certified mail, return receipt requested. Unless otherwise changed in writing by the respective party, notice intended for COMPANY shall be sent to the COMPANY's address as shown on COMPANY's Proposal; notice intended for CITY shall be sent to: Department Contact, City of Lockhart, P.O. Box 826, 101 E. Main St., Lockhart, Texas 75126. Mailed notices shall be deemed to have been received three-(3) days after mailing.

IN WITNESS WHEREOF, CITY and COMPANY have executed this Contract in **three (3) counterparts**, each of which shall be deemed an original, the day and year first written above.

[Signature page to follow]

CITY OF LOCKHART

Jospeh Resendez, City Manager

ATTEST:

Julie Bowermon, City Secretary

APPROVED AS TO FORM:

City Attorney or designee

COMPANY

Signature

Printed Name: _____

Printed Title: _____

Acknowledgment

State of Texas, County of Caldwell: Before me the undersigned authority on this day personally appeared _____, known to be the person whose name is subscribed to the foregoing document and known to me to be the _____ (title) of _____ (company name) and acknowledged to me that (s)he executed said document with full authority to do so and for the purposes and consideration expressed therein. Given under my hand and seal of office the _____ day of _____, 20___.

Notary Public in and for the State of Texas

ATTACHMENT A

City of Lockhart – Minimum Insurance Requirements LOCKHART

$50,000+

CITY OF LOCKHART REQUIREMENTS:

- Comprehensive General Liability and Bodily Injury & Property Damage with minimum limits of $1,000,000 per Occurrence, $1,000,000 General Aggregate, $1,000,000 Products/Completed Operations Aggregate.
- General Liability must include coverage for Premises and Operations, Products and Completed Operations, Contractual Liability, Independent Contractors, Broad Form Property Damage, and Personal/Advertising Injury.
- Auto Liability with minimum limits of $1,000,000 per Occurrence, $1,000,000 General Aggregate.
- Certificate must include a statement listing **The City of Lockhart, Texas** as additional insured on the General Liability and Auto coverages. Blanket Endorsements are acceptable in meeting this requirement if copies of the endorsements are provided along with the certificate. If using a form that has specific boxes labeled for additional insured, checking those specific boxes is acceptable in meeting this requirement as well.
- Employers Liability with minimum limits of $100,000 Occupational Disease, $100,000 per Accident, and $100,000 per Employee.
- Workers Compensation providing statutory coverage limits.
- Certificate must include a statement providing a Waiver of Subrogation on the Workers Compensation, Employers Liability as well as the General Liability coverage. Blanket Endorsements are acceptable in meeting this requirement if copies of the endorsements are provided along with the certificate. If using a form that has specific boxes labeled for waiver of subrogation, checking those specific boxes is acceptable in meeting this requirement as well.

PROPOSAL INFORMATION

RFP

The City of Lockhart is seeking a company to maintain and operate the Lockhart Municipal Burial Park and Hooks Cemetery.

Background

The City of Lockhart was founded in 1826 and officially incorporated as a city in 1852. Located in central Texas, Lockhart is 30 miles south of downtown Austin on U.S. Highway 183. It is 70 miles northeast of San Antonio and 156 miles west of Houston. According to the most recent U.S. Census Bureau reporting, the estimated population of the City of Lockhart is 14,985, and serves as the county seat of Caldwell County, Texas.

The City provides a full range of municipal government services including police and fire protection; crime prevention, enforcement, and adjudication; electric services; water production and distribution; wastewater collection and treatment; solid waste collection, curbside recycling and disposal; city code enforcement and building inspection; maintenance of streets; maintenance of park land and recreational facilities; library services; cemetery; airport; and economic development.

Lockhart is a Home Rule Charter City and operates under the Council-Manager form of government. Lockhart is served by a seven-person city council. The elected body is made up of the mayor and two council members that are elected at large. The remaining four council members are elected from single-member districts. The length of office for all Council members and the Mayor are three-year terms. The City Council appoints the City Manager, the City Attorney, and the Municipal Court Judge. All other staff members work either directly or indirectly under the direction of the City Manager.

For additional information on the City please review the City's Financial Reports on our website at City of Lockhart, TX (lockhart-tx.org).

Scope of Work

Each proposal must include the following components: Organizational Profile, References, Proposal and Fees for Services. Each component shall include the information requested below.

The contractor shall, at a minimum, perform the following tasks for both cemeteries and provide for their own equipment and labor:

6. Maintain cemetery grounds
    h. Mow and line trim all areas within the cemetery properties including fencelines and between headstones
    i. Trim and remove dead branches, shrubs, and trees
    j. Repair damaged or leaking water faucets or water lines
    k. Remove trash, debris, and gravesite ornamentations that are faded and worn

7. Meet with cemetery customers by appointment
    e. Show customers available burial plots for purchase

f. Provide customers with information regarding purchasing a burial plot and the burial process
g. Assist customers locating existing burial plots of family members
h. Assist customers locating the boundaries of their existing burial plots

8. Collect and maintain cemetery records
   d. Collect and maintain interment documents from customers and/or funeral homes
   e. Collect and maintain records of burial plot purchases and locations
   f. Assist with the conversion of historical burial plot records to electronic records

9. Provide burial services
   a. Communicate with funeral homes regarding upcoming burials
   b. Coordinate with funeral homes regarding ceremonies setups and parking availability
   b. Mark upcoming burial sites to prepare for opening
   c. Open burial plots prior to scheduled burial services and close immediately after
   d. Remove burial ceremony decorations and ornamentations 48 hours after interment

10. Enforce cemetery rules, codes, and ordinances
    a. Ensure with assistance from city staff that relevant cemetery rules are posted
    b. Remove items on gravesites that are in violation of posted cemetery rules
    c. Ensure that headstones and borders are installed per cemetery rules

Organizational Profile

1. Company name, address and contact information
2. Federal Identification Number
3. Overview of company
4. Individuals assigned to manage and execute the engagement (location and resources)
5. Compliance with insurance requirements
6. Any other useful information
7. If company is a partnership, state the name and address of all general and limited partners associated with the office responding to the RFP.

References

Include five (5) work references with the following information: name of client, address, phone numbers/emails, dates of contract period, description of services provided and contract amounts.

Proposed Services and fees for services

Please provide proposed fees for complete services as described in the Scope of Work section for a one-year term. Proposed fees should be provided on an Excel spreadsheet with the following format:

Service	Price	Unit	Frequency*	Additional Info

*Frequency = One-time, Annual, Monthly, etc.

Proposers may also provide a separate “free form” recommendation on the fee structure that offers more or less service than outlined above. This proposal may be the result of the Proposer’s successful experience with other Texas cemeteries.

Questions

Proposers are asked to examine this RFP upon request. All questions or clarifications shall only be directed in writing via e-mail to Department Contact on the Cover Page, before the designated deadline for written questions. Questions received after the date specified above may not receive response. Any contact or attempt to contact any other employee of the City regarding this RFP may result in the immediate disqualification of the Proposer. Oral and other interpretations or clarifications will be without legal effect. Only questions answered by formal written addenda will be binding.

ATTACHMENT B

City of Lockhart Municipal Burial Park and Hooks Cemetery Description

Lockhart Municipal Burial Park – 600 N. Colorado, Lockhart, TX 78644
Hooks Cemetery – 1600 CR-186, Lockhart, TX 78644



Lockhart Municipal Burial Park – 600 N. Colorado St, Lockhart, TX



Lockhart Municipal Burial Park is approximately 30 acres and contains approxmately 4,000+ headstones.

Hooks Cemetery – 1600 CR-186, Lockhart, TX



Hooks Cemetery is approximately 3.8 acres and contains 350+ headstones.

RFP 2026-03 Addendum 1
Answers to Questions

Question 1
Can you provide an approximate number for the amount of burial property purchases (#of sales transactions, not # of burial spaces) for the 2023, 2024, & 2025 calendar years, as well as the specific number of burials during those given years.

Year	Plot Sales	Burials
2023	25	38
2024	31	42
2025	31	45

Question 2
Can you provide more details pertaining to the scope of responsibility as regards to removal of trees. (Page 18, Item 1.B)
When trees die the City Parks staff has been removing them or, if the tree is very large or difficult to remove, the Parks Department will contact the Electric Department for assistance with their bucket trucks. We would like the selected contractor for this RFP to assume responsibility for removing dead trees so the Parks Department staff can focus on other tasks. The Electric Department will still be available to assist with particularly large or difficult tree removal.

Question 3
Can you provide more details regarding the responsibility for repairing damaged or leaking water faucets or water lines with particular regard to the cost of materials, and whether or not this responsibility is extended to major infrastructure. (Page 18, Item 1.C)
The Parks Department staff have been responsible for repairs to the water faucets and water line leaks in the cemetery. Most of these are minor repairs but occasionally a leak will develop in a main water line that may require an excavator. The Parks Department will remain responsible for the cost of materials and/or any equipment rentals but will require the awarded contractor to provide the labor for repairs. The Parks Department may also assist by providing equipment it owns (ie: backhoes, water pumps) and associated operators if needed.

Gene Bagwell DBA Maintenance Management
Fed EIN - 74-1977515

Gene Bagwell DBA Interment Services
Fed EIN - 74-2751694

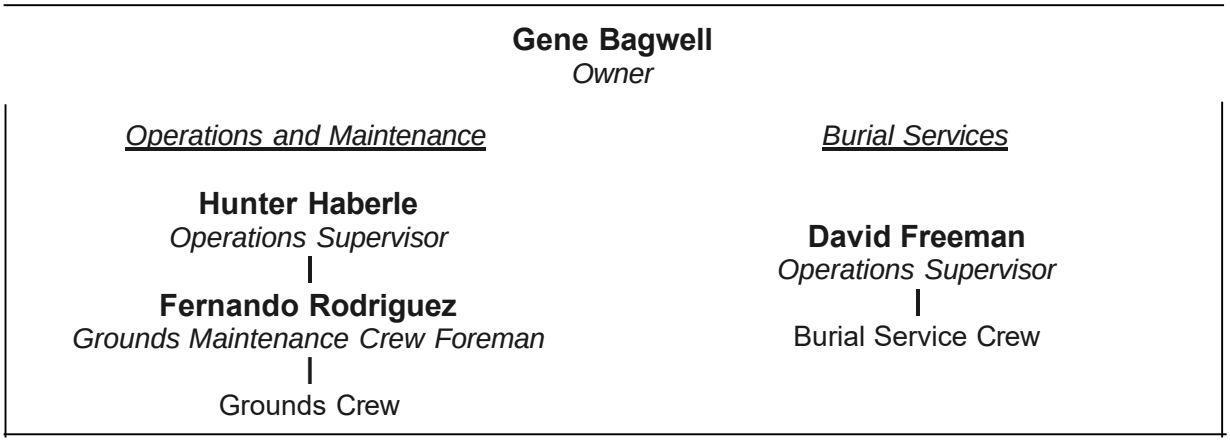
625 Pioneer Trail
San Marcos, TX 78666

Gene Bagwell
Phone number- (512) 517-3542
Email - genebagwell625@gmail.com

Hunter Haberle
Phone number- (830) 625-4713
Email - hunterhaberle03@gmail.com

David Freeman
Phone number- (512) 748-9672

Gene Bagwell (OBA Maintenance Management/ Interment Services) has been engaged in the cemetery operations and maintenance industry for more than four decades, and in the burial industry for more than three decades providing these services to city and state governmental entities throughout the state of Texas to inclu.de the cities of Lockhart, San Marcos, New Braunfels, Bastrop, Austin, and the State of Texas. We specialize in the full-service turn-key operations, maintenance, and burial services with a combined experience history in excess of over 100 years.


Gene Bagwell
Owner
Operations and Maintenance
Hunter Haberle
Operations Supervisor
Fernando Rodriguez
Grounds Maintenance Crew Foreman
Grounds Crew
Burial Services
David Freeman
Operations Supervisor
Burial Service Crew

Mr. Bagwell is currently insured and compliant with all stated insurance requirements listed in the RFP for Lockhart Cemetery Operations and Maintenance contract, and, if awarded the contract, will add the City of Lockhart as an additional insured to the policy.

Operations and Maintenance Services

San Marcos City Cemetery
Current Fee- $181,670.81
Description of Services- operations and maintenance services
Time of Service- 1980-present
Reference- Jamie Case/ Director of Parks and Recreation
Phone: (512) 393-8402
Email: jcase@sanmarcostx.gov

New Braunfels City Cemeteries
Current Fee- $149,600.00
Description of Services- operations and maintenance services
Time of Service- 1992-present
Reference- Ken Wilson/ Director of Parks and Recreation
Phone: (830) 627-4931
Email: kwilson@newbraunfels.gov

Lockhart City Cemeteries
Current Fee- $72,697.92
Description of Services- maintenance services
Time of Service- 1995-present
Reference- Travis Hughes/ Director of Parks and Recreation
Phone: (512) 398-6452
Email: thughes@lockhart-tx.org

Burial Services

Bastrop City Cemetery- Fairview Cemetery
Current Fee- fees vary with number for services per year
Description of Services- Burial services
Time of Service- 2022-present
Reference- Carrie Giovanniello/ Finance Coordinator
Phone: (512) 332-8820
Email: cgiovanniello@cityofbastrop.org

Legends Funeral Home
Current Fee- fees vary with number for services per year
Description of Services- Burial services
Time of Service- 2008-present
Reference- John Goodnight/ Owner
Phone: (512) 256-1220
Email: legendsfuneralhome@gmail.com

I have been engaged in the death care industry for almost fifty years, specifically in the cemetery operations, maintenance, and burial services sector. As the years passed, the experience left me with the opinion that continuity in the service industry has provided myself and my team with skill sets that are intrinsically beneficial to the families in the communities we serve. Institutional memory of the various facilities that we operate, familiarity with the families we serve, and the hands-on experience we have gained contribute to the quality of service we are able to provide at their time of need during difficult moments in their lives. Stemming from this opinion, I began, many years ago, preparing for the inevitable, and put together a plan of succession for passing on the companies I built to family members and employees that helped me achieve success in the industry. This plan is in place and provides all my clients with the assurance that the reputation we have earned for the highest quality of service will go forward for the years to come.

Service	Price	Unit	Frequency	Additional Info
Operations and Maintenance	$7,725.00	*n/a*	Monthly	($92,700.00 total annual price)
Tree removal	$75/MH	*n/a*	**as requested*	
Irrigation repairs	at material cost	*nla*	*•as needed*	excepting major infrastructure repairs
Burial services	*fee schedule attatched	*nla*	**as needed*	

Isi Fee Schedule
Interment Services Inc.

Adult Burials -

Monday-Friday $1025
Saturday.....$1200
Sunday..... $1300
**Double Depth.....add $300 to respective fee*

Infants and Cremations -

Monday-Saturday..... $800
Sunday..... $900

Holiday Charge - $500

Disinterment-Re-interment- $1025 x 2

Disinterment - $1025

Transportation of Disinterment - $500 + $4/mile

Dirt Haul Off - $250

Liners - $538

Set Up Only - $500

Rock Subsurface Conditions - $2000 + (determined based on time required)

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: June 16, 2026

AGENDA ITEM CAPTION: Discussion and/or action regarding potential capital projects and funding priorities associated with the City's proposed 2026 Certificates of Obligation issuance.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Joseph Resendez

ACTION REQUESTED: Direction

BACKGROUND/SUMMARY/DISCUSSION: This item is a follow-up discussion regarding the proposed 2026 Certificates of Obligation ("CO") issuance previously discussed by the City Council in connection with Resolution 2026-20 and publication of the City's Notice of Intent to issue Certificates of Obligation.

The purpose of this discussion is to allow the City Council to further review and discuss potential capital projects, funding priorities, and estimated project scopes associated with the proposed CO issuance, including the Indoor Recreation Center and other potential infrastructure and facility-related projects.

The previously discussed issuance amount of $15,000,000 represents a "not to exceed" authorization, and Council may ultimately determine to proceed with a lower issuance amount depending on the final scope of projects selected for funding. Based on guidance from the City's Financial Advisor, the City Council has until the June 16, 2026 City Council meeting to make a final determination regarding project funding priorities and the final issuance amount.

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:

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

LIST OF SUPPORTING DOCUMENTS:

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: June 16, 2026

AGENDA ITEM CAPTION: Discussion and/or action regarding a proposal from Councilmember Burge to consider development of data center performance standards such as operational impact standards covering environmental, infrastructure, site design controls, and impact on adjacent properties.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Joseph Resendez

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: City Manager Joseph Resendez received a request from Councilmember Burge to place this item on the City Council agenda. Councilmember Burge will introduce the item.

The city council may consider, by majority vote in open session, whether to place the item on the following city council agenda for discussion and/or action.

Councilmember Burge is requesting a future agenda item to consider the potential development of data center performance standards that may be incorporated into the City's development regulations. These performance standards may include operational impacts, environmental considerations, utility and infrastructure demands, site design requirements, buffering and screening standards, noise mitigation, lighting controls, emergency power generation, water usage, and compatibility with adjacent residential, commercial, agricultural, and industrial properties.

PROJECT SCHEDULE (if applicable):

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

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

LIST OF SUPPORTING DOCUMENTS: