

PUBLIC NOTICE

AGENDA

LOCKHART CITY COUNCIL

July 2, 2024

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

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

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

DISCUSSION ONLY

- A. Discussion an Amendment to the Interlocal Cooperation Agreement between Caldwell County and the City of Lockhart to amend the hours of operation of the Farmers and Artisans Market of Lockhart. **4-11**
- B. Discuss funding allocations for Non-Profit and Special Interest Organizations requesting funding for an annual contribution from the City of Lockhart for Fiscal Year 2024-2025. **12-14**
- C. Discuss adopting a Professional Services Agreement between the City and Masonwood Development Group to reimburse the City for professional fees incurred relating to the consideration of the Everly project. **15-38**
- D. Presentation by Police Chief Williamson regarding homelessness in the community. **39-62**
- E. Discuss semi-annual report concerning the status of implementation of Chapter 31, "Impact Fees" of the Code of Ordinances, and advise of the need to update the ordinance, land use assumptions, capital improvement plans, or impact fees. **63-68**

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, discussion, and/or action regarding Ordinance 2024-14, proposing amendments to Chapter 64 “Zoning” of the Lockhart Code of Ordinances, as follows: Amend Article I “In General”, Section 64-2 “Definitions”, and Article VII “Zoning Districts and Standards”, Section 64-196 “Establishment of zoning districts,” to add additional zoning use definitions and assign newly-defined uses to existing zoning districts. **69-95**

5. DISCUSSION/ACTION ITEMS

- A. Discussion and/or action to consider an Amendment to the Interlocal Cooperation Agreement between Caldwell County and the City of Lockhart to amend the hours of operation of the Farmers and Artisans Market of Lockhart. **96-103**
- B. Discussion and/or action regarding funding allocations for Non-Profit and Special Interest Organizations requesting funding for an annual contribution from the City of Lockhart for Fiscal Year 2024-2025. **104-106**
- C. Discussion and/or action to consider adopting a Professional Services Agreement between the City and Masonwood Development Group to reimburse the City for professional fees incurred relating to the consideration of the Everly project. **107-130**
- D. Discussion and/or action regarding presentation by Police Chief Williamson regarding homelessness in the community. **131-154**
- E. Discussion and consideration to accept the semi-annual report concerning the status of implementation of Chapter 31, "Impact Fees" of the Code of Ordinances, and advise of the need to update the ordinance, land use assumptions, capital improvement plans, or impact fees. **155-160**

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

- Update on Caldwell County's Capital Improvement Plan open houses: June 29 and July 2.
- Fireworks Extravaganza at City Park on July 3.
- July 5 - First Friday event.
- Update on TxDOT's plans for FM 2720 improvements.
- Update regarding Rise Broadband fiber construction project.
- Update regarding TxDOT Aviation's upcoming runway / taxiway resurfacing project at the Lockhart Municipal Airport.
- Movies in the Park - Saturday, July 13.

7. COUNCIL AND STAFF COMMENTS - ITEMS OF COMMUNITY INTEREST

8. ADJOURNMENT

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

Posted on the bulletin board in the Municipal Building, 308 West San Antonio Street, Lockhart, Texas, on the 28th day of June, 2024 at 3:30 p.m.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: July 2, 2024

AGENDA ITEM CAPTION: Discussion an Amendment to the Interlocal Cooperation Agreement between Caldwell County and the City of Lockhart to amend the hours of operation of the Farmers and Artisans Market of Lockhart.

ORIGINATING DEPARTMENT AND CONTACT: Public Works - Sean Kelley

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: In March 2021, Caldwell County and the City of Lockhart entered into an Interlocal Cooperation Agreement (ILA) regarding the Lockhart Farmers Market being held on the downtown Square on Saturdays. The original agreement provided that the hours of the Market operations on the Square on Saturdays from 8:00am until 1:00pm with setup beginning at 7:30am, and all vendors shall be gone by 1:30pm. On July 6, 2021, City Council approved an amendment to the ILA, extending the hours by one hour, to allow the Market to operate on the Square on Saturdays from 8:00am to 2:00pm, with setup beginning at 7:30am and the vendors to be gone by 2:30pm.

Similarly, a request by the Market's "Sponsor", the Farmers and Artisans Market of Lockhart, was received at the last City Council meeting during public comments by the Market's president. The request made was to extend the Market's hours by an additional 30-minutes. The president has stated that a majority of the downtown businesses have been polled and support a 30-minute extension to the closing time of the Market.

If approved, all the other terms of the original ILA would remain in effect.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION: March 9, 2021- The City and County entered the original ILA with the Lockhart Farmers Market

July 6, 2021- Amended hours of operation by increasing an hour (8am to 2pm)

COMMITTEE/BOARD/COMMISSION ACTION:

City of Lockhart, Texas

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

LIST OF SUPPORTING DOCUMENTS: AMENDMET TO INTERLOCAL COOPERATION AGREEMENT 2024, InterLocal Agreement Farmers Market, 2021 ILA amendment - City and County Farmers Market

**AMENDMET TO INTERLOCAL COOPERATION AGREEMENT
BETWEEN CALDWELL COUNTY AND THE CITY OF LOCKHART FOR
PERFORMANCE OF GOVERNMENTAL FUNCTIONS AND SERVICES**

WHEREAS, by agreement titled Interlocal Cooperation Agreement ("Agreement") between Caldwell County, Texas, a political subdivision of the State of Texas {"County"}, by and through its County Judge, and the City of Lockhart, a municipal corporation of the State of Texas ("City"), by and through its City Mayor; and

WHEREAS, the agreement references the operation and administration of a Farmers Market ("Market") within the boundaries of Caldwell County and the city limits of Lockhart, Texas; and

WHEREAS, Pursuant to the referenced agreement, Article III, Conditions for Farmers Market, Section (g) provides that the Market will be allowed on the square on Saturdays, for which no other event is traditionally scheduled, or which is not postponed or cancelled under Section VI below, but only from 8:00 a.m. to 1:00 p.m. Setup begins at 7:30 a.m. and all vendors shall be gone by 1:30 p.m.; and

WHEREAS, the County and City agreed to amend, Article III, Conditions for Farmers Market, Section (g) provides the Market will be allowed on the square on Saturdays for which no other event is traditionally scheduled, or which is not postponed or cancelled under Section VI, below, but only from 8 a.m. to 2 p.m. Setup begins at 7:30 a.m. and all vendors shall be gone by 2:30 p.m.; and

WHEREAS, the County and City desire to amend the agreement in order to revise the time that the Market will be allowed on the square on Saturdays.

NOW, THEREFORE, the County and City agree as follows:

- Article III, Section (g) is hereby amended to read as follows:
(g) The market will be allowed on the square on Saturdays for which no other event is traditionally scheduled, or which is not postponed or cancelled under Section VI, below, but only from 8 a.m. to 2:30 p.m. Setup begins at 7:30 a.m. and all vendors shall be gone by 3p.m.

Except as amended herein, the Agreement shall remain in full force and effect. Additional sections to remain as currently written.

Effective as of this the _____ day of _____, 2024.

Caldwell County, Texas

The City of Lockhart, Texas

Hoppy Haden
Caldwell County Judge

Lew White
Mayor, City of Lockhart

Date signed: _____

Date signed: _____

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN CALDWELL COUNTY AND THE CITY OF LOCKHART FOR
PERFORMANCE OF GOVERNMENTAL FUNCTIONS AND SERVICES**

THIS INTERLOCAL COOPERATION AGREEMENT ("Agreement") is made and entered into by and between Caldwell County, Texas, a political subdivision of the State of Texas ("County"), by and through its County Judge, and the City of Lockhart, a municipal corporation of the State of Texas ("City"), by and through its City Mayor.

WHEREAS, pursuant to Texas Local Government Code Chapter 791, local governments may contract among and between themselves to perform governmental functions and services, including governmental functions in which the contracting parties are mutually interested; and

WHEREAS, the City of Lockhart (the "City") and Caldwell County, Texas (the "County") are mutually interested in the operation and administration of a Farmers Market within the boundaries of Caldwell County and the city limits of Lockhart, Texas; and

NOW, THEREFORE, the Parties mutually agree as follows:

I. Definitions:

- (a) "Certified Farmers' Market" shall mean a Farmers' Market that is certified under state law pursuant to Ch. 229, Texas Health & Safety Code, or other applicable statute.
- (b) "Permit" shall mean a permit approving operation of a Farmers' Market by the City, as described herein.
- (c) "Square" shall mean the Courthouse Square in the City of Lockhart but is intended to include only that portion of County property that extends into the streets and parking areas over which the City exercises jurisdiction.

II. Term and Termination:

- (a) This agreement is effective as of the 9th day of March, 2021 and shall remain in effect for one year unless otherwise terminated earlier, as provided herein.
- (b) This agreement shall be automatically renewed and extended for additional one-year terms unless either party provides at least sixty (60) days written notice to the other party of its intent that the agreement terminate at the end of the term then in effect.
- (c) Either party may terminate this agreement for any reason by providing the other party written notice of intent to do so at least sixty (60) days in advance of the proposed termination date.

III. Conditions for Farmers' Market:

County and City agree that a Farmers' Market may be conducted on the Square under the following conditions:

- (a) The sponsors of the Farmers' Market will obtain and maintain non-profit status before a Farmers' Market may be permitted on the square.
- (b) The market will be a certified Farmers' Market pursuant to state law.
- (c) The market will be allowed only on the east, west, and south sides of the Square, and on the inner lanes of the streets on those sides. The north side of the Square and Highway 142 will not be used.
- (d) The inner lanes of the streets on the east, west, and south sides of the Square will be closed to auto traffic.
- (e) For so long as the COVID-19 pandemic continues and until social distancing requirements are no longer in effect, spacing of tents and possible staggering of tents to maintain social distancing will be required
- (f) The sponsors of the Farmers' Market shall furnish or shall ensure that two restroom facilities are furnished, one of which shall be ADA compliant.
- (g) The market will be allowed on the square on Saturdays for which no other event is traditionally scheduled, or which is not postponed or cancelled under section VI, below, but only from 8 a.m. to 1 p. m. Setup begins at 7:30 and all vendors shall be gone by 1:30.
- (h) Vendors at the Market shall, except when unloading for set up or loading to leave, park their vehicles at locations off the Square.

IV. Alternative Location for Farmers' Market:

Space at the Caldwell County Justice Center, located at 1703 S Colorado St. Lockhart, TX 78644, will be available on weekends for a Farmers' Market at that location if and when the Square is not available. Permitting a Farmers' Market at the Caldwell County Justice Center shall be accomplished in the same or similar manner to permitting of the event on the Square.

V. Duties and Responsibilities of City and County:

- (a) City shall process Permit applications from the sponsor of a Farmers' Market in a manner and using a form similar to that for the permitting of special events and/or special events with Covid protocols.
- (b) City or County may periodically inspect the Market for compliance with the Conditions listed above and the terms of the Permit.
- (c) During operation of a Farmers' Market on the Square, City will provide traffic control and enforcement as follows:
 - 1. Northbound lanes of Main St. will be closed between Market St. and San Antonio St.
 - 2. Eastbound lanes of Market St. will be closed between Main St. and Commerce St.
 - 3. Southbound Lanes of Commerce St. will be closed between San Antonio St. and Market St.

- (d) City will provide the same or similar services and facilities that it traditionally provides for other downtown events, provided that the same accomplishes a public purpose and is budgeted for expenditure by the City.

VI. Cancellation or Postponement of a Permitted or Planned Farmers' Market

(a) City, acting through its Mayor or City Council, and County, acting through its County Judge or Commissioners Court, may cancel or postpone a Farmers' Market that has been issued a Permit by the City, or which has been scheduled but not permitted, under the following circumstances:

1. City or County determines that one or more conditions listed in III above are not being met by the sponsors of or the vendors at the Farmers' Market.

2. City or County determines that another community or public event planned to be held at the Square should take precedence over a Farmers' Market at that location.

(b) In the event that City or County determines that a permitted or scheduled Farmers' Market event should be cancelled or postponed, it shall notify the other party to this Agreement and the sponsors/permittees of the Farmers' Market in writing at least ten (10) days prior to the intended date of the Farmers' Market being cancelled or postponed.

VII. Notices:

All notices sent pursuant to this Agreement shall be in writing and must be sent by registered or certified mail, postage prepaid, return receipt requested.

Notices sent pursuant to this Agreement shall be sent to Caldwell County at the following address:

Caldwell County Judge
110 S. Main Street
Lockhart, Texas 78644

Notices sent pursuant to this Agreement shall be sent to the City at the following address:

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

VIII. Severability:

If any provision of this Agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Agreement.

IX. Non-Waiver:

The waiver by either Party of a breach of this Agreement shall not constitute a continuing waiver of such breach or of a subsequent breach of the same or a different provision. Nothing in this

Agreement is intended by either Party to constitute a waiver of any immunity from suit or liability to which it is entitled- under applicable law.

X. Entire Agreement; Third Parties:

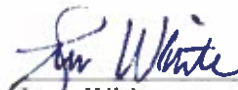
This Agreement constitutes the entire agreement between the COUNTY and the CITY. No other agreement, statement, or promise relating to the subject matter of this Agreement and which is not contained in this Agreement or incorporated by reference in this Agreement shall be valid or binding. This Agreement is not intended to confer any rights on any third parties, and it shall not be construed as conferring any rights on any third parties.

Caldwell County, Texas



Hoppy Haden
Caldwell County Judge

The City of Lockhart, Texas



Lew White
Mayor, City of Lockhart

**AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT
BETWEEN CALDWELL COUNTY AND THE CITY OF LOCKHART FOR
PERFORMANCE OF GOVERNMENTAL FUNCTIONS AND SERVICES**

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WHEREAS, the agreement references the operation and administration of a Farmers Market ("Market") within the boundaries of Caldwell County and the city limits of Lockhart, Texas; and

WHEREAS, Pursuant to the referenced agreement, Article III, Conditions for Farmers' Market, Section (g) provides that the Market will be allowed on the square on Saturdays, for which no other event is traditionally scheduled, or which is not postponed or cancelled under Section VI below, but only from 8:00 a.m. to 1:00 p.m. Setup begins at 7:30 a.m. and all vendors shall be gone by 1:30 p.m.; and

WHEREAS, the County and City desire to amend the agreement in order to revise the time that the Market will be allowed on the square on Saturdays.

NOW, THEREFORE, the County and City agree as follows:

- Article III, Section (g) is hereby amended to read as follows:
(g) The market will be allowed on the square on Saturdays for which no other event is traditionally scheduled, or which is not postponed or cancelled under Section VI, below, but only from 8 a.m. to 2 p.m. Setup begins at 7:30 a.m. and all vendors shall be gone by 2:30 p.m.

Except as amended herein, the Agreement shall remain in full force and effect. Additional sections to remain as currently written.

Effective as of this the 6th day of July, 2021.

Caldwell County, Texas

The City of Lockhart, Texas



Hoppy Haden
Caldwell County Judge



Lew White
Mayor, City of Lockhart

Date Signed: 7-27-2021

Date Signed: 7-6-2021

City of Lockhart, Texas

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COUNCIL MEETING DATE: July 2, 2024

AGENDA ITEM CAPTION: Discuss funding allocations for Non-Profit and Special Interest Organizations requesting funding for an annual contribution from the City of Lockhart for Fiscal Year 2024-2025.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Joseph Resendez

ACTION REQUESTED: Direction

BACKGROUND/SUMMARY/DISCUSSION: On June 18, 2024, the following Non-Profit Organizations presented to the City Council their funding requests for Fiscal Year 2024-2025 (FYE 2025):

- Caldwell County Food Bank - \$5,000
- Ascension Seton Hays Foundation Care-A-Van - \$5,000
- CASA of Central Texas - \$12,000
- Combined Community Action - Meals on Wheels - \$8,000
- Hays-Caldwell Women's Center - \$10,000
- Lockhart Area Senior Citizen Center - \$4,000
- Take Me Home - Advocates for Transport - \$5,000

After the presentations, staff was directed to return the allocation of funding discussion to the next Council meeting.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required: \$49,000

Account Number: 100-5105-700

Funds Available: TBD - \$57,530 appropriated in FY 23-24.

Account Name: Non-Profit Expense

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff request a consensus from City Council on funding for Fiscal Year 2024-2025.

City of Lockhart, Texas

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LIST OF SUPPORTING DOCUMENTS: FYE 2025 - Non-Profit Contribution History

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

Organization	FYE 2022	FYE 2023	FYE 2024	FYE 2025 Request
CARTS*	7,261	6,000	20,000	40,000
Caldwell County Food Bank	4,382	6,587	10,900	5,000
Care-A-Van	-	2,500	10,000	5,000
CASA of Central Texas, Inc.	4,382	4,517	13,000	12,000
Cenikor Foundation **	2,943	2,000	-	-
Combined Community Action - Meals on Wheels	7,981	8,221	8,800	8,000
Hays-Caldwell Women's Center	5,102	5,255	9,745	10,000
Lockhart Area Senior Citizen Center	4,332	4,462	5,085	4,000
Take Me Home - Advocates for Transport	-	-	-	5,000
Totals:	36,384	39,542	77,530	89,000

*The Capital Area Rural Transportation System (CARTS) FYE 2025 funding request and allocation will be discussed at a future Council meeting in consideration of amending the current Interlocal Agreement (ILA).

**Staff reviewed the FYE 2025 funding request opportunity with Cenikor Foundation officials. Cenikor advised they will not submit a request for consideration in this funding cycle due to a decrease in activity in Lockhart. However, the organization plans to submit a request in the FYE 2026 funding cycle.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: July 2, 2024

AGENDA ITEM CAPTION: Discuss adopting a Professional Services Agreement between the City and Masonwood Development Group to reimburse the City for professional fees incurred relating to the consideration of the Everly project.

ORIGINATING DEPARTMENT AND CONTACT: Development Services - David Fowler

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: The City is working with Masonwood Development's Everly project regarding the creation of a Public Improvement District which will be funded through assessments against the benefitted property in the PID, which may include the issuance of PID bonds. This Professional Services Agreement, also known as an Escrow Agreement, provides that the City's costs for consultants including, but not limited to, engineering, legal, bond counsel and PID administration, will be paid by the developer, commencing with a payment of \$20,000, which shall be retained in a segregated account, and against which the City shall draw as costs are incurred. When the balance in the account is reduced to less than \$10,000, the developer shall be required to make additional payments in \$5,000 increments. Funds in the account shall be used solely to pay for professional services.

The proposed development would be located on approximately 156 acres of land immediately west of the city limits, south of Borchert Loop and north of Maple Street/Boggy Creek. It is anticipated that the property will be annexed into the City and will be served by City water and sewer. The development is expected to be composed solely of single-family homes, with some park and amenity facilities on site. Correspondence with City staff has indicated that the development should have over 500 residential units.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: Discussion only.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

City of Lockhart, Texas

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STAFF RECOMMENDATION/REQUESTED MOTION: Approval and execution of the Agreement.

LIST OF SUPPORTING DOCUMENTS: Professional Services Agreement - Masonwood - Lockhart, Everly_PSA City Presentation Deck 07.02.2024

PROFESSIONAL SERVICES AGREEMENT (Everly)

This Professional Services Agreement (this “**Agreement**”), dated the 26th day of June, 2024 (the “**Effective Date**”), is entered into by, between, among and for the benefit of the CITY OF LOCKHART, TEXAS, a home-rule municipality organized under the laws of the State of Texas (the “**City**”), and MASONWOOD DEVELOPMENT CORPORATION, a Texas Corporation (the “**Developer**”).

RECITALS

WHEREAS, the Developer desires that the City enter into negotiations related to a new development of an area located within the City's extraterritorial jurisdiction to be known as “Everly” (the “**Project**”);

WHEREAS, the Developer desires that a public improvement district be created to help finance certain public improvements necessary to provide water, wastewater, drainage and roadway facilities and development amenities for the Property more particularly described in EXHIBIT A attached hereto (the “**Property**”);

WHEREAS, petition to create a PID on the Property pursuant to Chapter 372 of the Texas Local Government Code has been submitted to the City; and

WHEREAS, the City and Developer acknowledge that the development will require the City to retain consultants to provide a wide variety of professional services including, but not limited to, engineering services, financial services and legal services determined by the City in its sole, but reasonable, judgment (collectively, the “**Professional Services**”), which will be needed to (i) assess the City’s current ordinances, and potentially draft new ordinances applicable to the Property, (ii) assess infrastructure needs and demands, traffic needs and demands, City services needs and demands, and water and wastewater infrastructure needs and demands applicable to the Property, and (iii) assess legal issues that affect the City and will be associated with or necessitated by the possible development of the Property and creation of a Public Improvement District (“**PID**”) for the Property; and

WHEREAS, the Developer hereby agrees to pay for Professional Services as provided in Exhibit B, attached hereto and incorporated herein, and those Professional Services of any additional consultants reasonably required by the City and approved in writing by the Developer (collectively, the “**Consultants**”); and

WHEREAS, it is stipulated and agreed by the Parties that the terms of Local Government Code Sections 212.901 and 212.904 have been satisfied; and

WHEREAS, the City Council of the City, by and through this Agreement, shall maintain sufficient controls to ensure that the public purpose and best interests of the City are carried out.

WHEREAS, the City and the Developer recognize and agree that the City will incur fees and associated expenses and costs for professional services for work to negotiate, develop, draft, and consider various concepts and documents in connection with its consideration of the prospective development, including but not limited to the following: appraisal, legal publications, notices, public hearing expenses, attorney's fees, engineering services, assessment administrator, and special consultant fees (collectively, the "**Professional Services**"); and **WHEREAS**, the City's engagement of professionals to perform the Professional Services and its participation in the undertakings described above are voluntary and of value to the City and Developer and the Developer desires to reimburse the City's fees and expenses related to the Professional Services;

NOW THEREFORE, in consideration of the mutual benefits and promises set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Developer (collectively "**Parties**" and each individually a "**Party**") agree as follows:

1. Recitals. The representations, covenants and recitations set forth in the foregoing Recitals and in this Agreement are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this paragraph.

2. Exhibits. All Exhibits referenced in this Agreement, and listed below, are incorporated herein for all purposes; specifically:

EXHIBIT A – Property Metes and Bounds Description

EXHIBIT B – Approved Rates for Consultant

3. Developer Payment for Professional Services. In addition to the City's regular administrative and filing fees, the Developer shall deliver to the City the sum of \$20,000.00 (the "**Developer Payment**") to pay for the Professional Services and the related expenses incurred by the City. Fees for all Professional Services to be covered by the Developer Payment shall be evidenced by monthly invoices that describe the work performed by date and time entries (copies of which invoices shall be provided to Developer at least 10 days before they are paid). The Developer Payment shall be deposited in a segregated account and not be commingled with any other City funds. If the cost of Professional Services exceed the Developer Payment, the City shall notify the Developer in writing and the Developer shall make one or more additional payment(s) of \$10,000.00 each within thirty (30) days of such written request and such additional payment will be deposited by the City and utilized in the same manner described above. If the Developer fails to pay and/or make any Developer Payment(s) in accordance with the requirements of this Section 2, all work by Consultants shall cease until such time as Developer deposits funds sufficient to comply with its obligations under this Section. The Developer Payment and all other funds delivered to the City by the Developer pursuant to this Section 2 shall be used by the City solely to pay for Professional Services as described above. The City shall refund to the Developer any funds remaining after payment of Consultants for the Professional Services. Nothing contained herein shall prevent Developer from disputing any charges from Consultants that significantly vary from previous charges to the City for comparable work.

4. Effect of Agreement. This Agreement shall not: (a) confer upon the Developer any vested rights or development rights with respect to the Property; (b) bind or obligate the City to approve any documents or agreements related to the development of the Property; or (c) be considered an impact fee.

5. **RELEASES AND INDEMNIFICATION**

- a. **NOTHING IN THIS AGREEMENT, THE AGREEMENT ITSELF, AND THE DEALINGS BETWEEN THE PARTIES SHALL BE CONSIDERED AN IMPACT FEE. THE DEVELOPER AND ITS RELATED ENTITIES FULLY AND FOREVER RELEASE AND DISCHARGE THE CITY, ITS PAST AND PRESENT EMPLOYEES, OFFICERS, COUNCIL MEMBERS, APPOINTED OFFICIALS, ATTORNEYS AND OTHER CITY REPRESENTATIVES, INCLUDING THE CONSULTANTS, FROM ANY AND ALL CLAIMS, DEMANDS, CONTROVERSIES, AND CAUSES OF ACTION, PAST AND CURRENT, WITHOUT LIMITATION, ARISING FROM THIS AGREEMENT (COLLECTIVELY "CLAIMS").**
- b. **THE CITY REPRESENTS AND WARRANTS TO THE DEVELOPER THAT IT HAS NO KNOWLEDGE OF ANY CLAIMS, DEMANDS, CONTROVERSIES OR CAUSES OF ACTION AGAINST THE DEVELOPER ARISING THROUGH THE EFFECTIVE DATE. THE DEVELOPER REPRESENTS AND WARRANTS TO THE CITY THAT IT HAS NO KNOWLEDGE OF ANY CLAIMS, DEMANDS, CONTROVERSIES, OR CAUSES OF ACTION AGAINST THE CITY, ITS PAST AND PRESENT EMPLOYEES, OFFICERS, ATTORNEYS AND OTHER REPRESENTATIVES, ARISING THROUGH THE EFFECTIVE DATE. THE DEVELOPER REPRESENTS AND WARRANTS THAT NO PRIOR OWNERS, DEVELOPERS, OR ENTITIES HAVE ASSIGNED, TRANSFERRED, OR CONVEYED ANY CLAIM OR CAUSE OF ACTION TO THE DEVELOPER INVOLVING THE CITY.**
- c. **THE DEVELOPER AND ITS RELATED ENTITIES ASSUME THE ENTIRE RESPONSIBILITY AND LIABILITY FOR, AND AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS EMPLOYEES, OFFICERS, COUNCIL MEMBERS, APPOINTED OFFICIALS, ATTORNEYS, CONSULTANTS, AND OTHER CITY REPRESENTATIVES (ALL OF THE FOREGOING ARE COLLECTIVELY REFERRED TO AS THE "CITY PARTIES"), FROM ANY AND ALL "CLAIMS" (AS DEFINED IN SECTION 4(A) OF THIS AGREEMENT) ASSERTED BY THE DEVELOPER AGAINST ANY OF THE CITY PARTIES AND ARISING FROM OR IN CONNECTION WITH**

THIS AGREEMENT, AS AMENDED, INCLUDING ARISING FROM OR IN CONNECTION WITH THE PROFESSIONAL SERVICES, BUT EXCLUDING ONLY CLAIMS FOR, OR IN CONNECTION WITH, A DEFAULT BY THE CITY OR THE CITY PARTIES UNDER THIS AGREEMENT (THE "EXCLUDED CLAIMS"). THIS INDEMNITY WITH RESPECT TO "CLAIMS" IS TO BE CONSTRUED AS BROADLY AS POSSIBLE TO INCLUDE ANY AND ALL LIABILITIES, CLAIMS, COSTS, EXPENSES, JUDGMENTS, CAUSES OF ACTION, DEMANDS, LOSSES WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY AND ALL CLAIMS, CAUSES OF ACTION, OR DEMANDS WHEREBY ANY LOSS IS SOUGHT AND/ OR INCURRED AND/ OR PAYABLE BY CITY, ITS AGENTS, EMPLOYEES, REPRESENTATIVES AND/ OR INSURERS OR RISK POOLS, BUT SHALL NOT APPLY TO OR INCLUDE ANY EXCLUDED CLAIMS. THIS PROVISION IS TO BE CONSTRUED UNDER THE LAWS OF THE STATE OF TEXAS, AND IT IS EXPRESSLY RECOGNIZED BY ALL PARTIES THAT IT COMPLIES WITH THE CONSPICUOUSNESS REQUIREMENT AND THE EXPRESS NEGLIGENCE TEST AND IS VALID AND ENFORCEABLE AGAINST THE DEVELOPER. THE DEVELOPER HAS CAREFULLY READ, FULLY UNDERSTANDS, AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS PROVISION.

6. Termination. This Agreement may be terminated by either Party with or without cause by providing at least five (5) days written notice of termination. Unless earlier terminated by Developer or the City, this Agreement shall automatically terminate when the City has created the PID and the initial series of PID Bonds have been issued by the entity designated to issue such bonds. Termination of this Agreement shall be the sole and exclusive remedy of the City or Developer, as the case may be, for any Claim by either Party of any breach of this Agreement by the other Party. The City shall be entitled to pay Consultants for all Professional Services incurred through the date of termination; however, any excess funds remaining after such payments have been made shall be promptly refunded to the Developer. Notwithstanding any other provision of this Agreement, the obligation to repay such excess funds to the Developer in the event of a termination shall survive any termination of this Agreement, and the Developer does not release or discharge its right to such excess funds.

7. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the provision of Professional Services in connection with the development of the Property.

8. Amendment. This Agreement may only be amended by written instrument signed by the Developer and the City.

9. Successors and Assigns. Neither the City nor the Developer may assign or transfer their interest in the Agreement without prior written consent of the other Party, such consent not to be unreasonably withheld, conditioned, or delayed.

10. Notices. Any notice and/or statement required and permitted to be delivered by this Agreement shall be in writing and shall be deemed delivered upon the earlier of hand delivery or email or deposit of 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 other addresses provided by the Parties in writing.

To the City:

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

With a copy to:

Messer Fort, PLLC
4201 W. Parmer Ln
Suite C-150
Austin, Texas 78727
Attn: Bradford E. Bullock
(512) 600-2308

To the Developer:

Masonwood Development Corporation
4301 Westbank Drive, Building A, Suite 110
Austin, TX 78746

With a copy to:

Talley Williams
Metcalf Wolff Stuart & Williams
221 W 6th St. #1300

Austin, TX 78701

11. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

12. No Rule of Construction. The Parties acknowledge that this Agreement was prepared by the City solely as a convenience and that all Parties hereto, and their counsel, have read and fully negotiated all the language used in this Agreement. The Parties acknowledges that

no rule of construction shall apply to this Agreement which constructs ambiguous or unclear language in favor or against any Party because such Party drafted this Agreement.

13. Applicable Law. This Agreement is made and shall be construed in accordance with the laws of the State of Texas and venue shall lie in Caldwell County, Texas.

14. Severability. In the event any portion or provision of this Agreement is illegal, invalid, or unenforceable under present or future law, then and in that event, it is the intention of the Parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the Parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

15. Authority for Execution. The City hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized, and the City Manager has full authority to execute this Agreement and bind the City to the same. The Developer hereby certifies, represents, and warrants that the individual executing this Agreement on behalf of the Developer is duly authorized and has full authority to execute this Agreement and bind the Developer to the same.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

EXECUTED BY THE PARTIES TO BE EFFECTIVE ON THE EFFECTIVE DATE:

CITY:

CITY OF LOCKHART, TEXAS

By: _____

Lew White, Mayor

STATE OF TEXAS §

§

COUNTY OF CALDWELL §

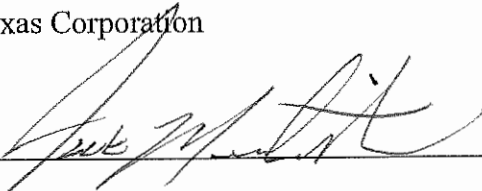
This instrument was acknowledged before me on the ____ day of _____, 2024, by
Lew White, Mayor of the City of Lockhart, on behalf of the City.

(SEAL)

Notary Public, State of Texas

DEVELOPER:

Masonwood Development Corporation,
a Texas Corporation

By: 

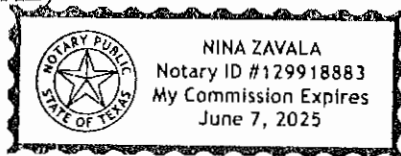
Name: Jack Meredith

Title: Chief Financial Officer

STATE OF TEXAS §
COUNTY OF CALDWELL §

This instrument was acknowledged before me on the 26 day of June, 2024, by Jack Meredith
as the CFO on behalf of the Masonwood Development, a Texas limited liability company,
on behalf of said limited liability company.

(SEAL)



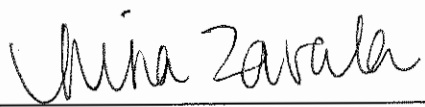

Notary Public, State of Texas

EXHIBIT A
PID BOUNDARY MAP AND LEGAL DESCRIPTION



10090 W Highway 29 | Liberty Hill, Texas 78642
TBPELS Firm No. 10001800 | 512-238-7901 office

EXHIBIT " "

METES AND BOUNDS DESCRIPTION

BEING 156.89 ACRES OF LAND, SURVEYED BY LANDESIGN SERVICES, INC., SITUATED IN THE WILLIAM HOUSE SURVEY, ABSTRACT NO. 15 AND THE FRANCIS BERRY SURVEY, ABSTRACT NO. 2, BOTH IN CALDWELL COUNTY, TEXAS AND BEING ALL OF A CALLED 158.34 ACRE TRACT OF LAND, SAVE AND EXCEPT A CALLED 1.254 ACRE TRACT OF LAND, BOTH DESCRIBED IN A SPECIAL WARRANTY DEED TO JOHN P. AUER, RECORDED IN DOCUMENT NO. 2022-003683, OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS (O.P.R.C.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch rebar found in the existing Southerly right-of-way line of County Road No. 108 (Borchert Loop) (R.O.W. Varies) for the Northerly common corner of said 158.34 acre tract and the remainder of a called 40.100 acre tract of land described in a General Warranty Deed to Alexander Real Estate Inc., recorded in Volume 428, Page 434 of said O.P.R.C.C.T., from which a 1/2-inch rebar found in the existing Southerly right-of-way line of said County Road No. 108 for the Northerly common corner of the remainder of said 40.100 acre tract and of a called 10.030 acre tract described in a General Warranty Deed to Efren Beltrand and Brenda Cazares, recorded in Document No. 2020-003566 of said O.P.R.C.C.T., bears South 58°56'21" West a distance of 327.91 feet;

THENCE North 58°56'21" East with the North line of said 158.16 acre tract and the common Southerly right-of-way line of said County Road No. 108, a distance of **1151.58 feet** to a 1/2-inch rebar found for the Northerly common corner of said 158.34 acre tract and of a called 3.99 acre tract of land described as Second Tract in a General Warranty Deed to Michael J. Graham and Carol Finsrud, recorded in Volume 277, Page 791 of said O.P.R.C.C.T., from which a 1/2-inch rebar with illegible cap in the existing Southerly right-of-way line of said County Road No. 108 found for the Northerly common corner of said 3.99 acre tract and of a called 6.2814 acre tract described in a General Warranty Deed to Thomas Pyle, recorded in Document No. 2023-003204 of said O.P.R.C.C.T., bears North 59°21'13" East a distance of 235.10 feet;

THENCE South 31°08'16" East with the East line of said 158.34 acre tract bounding an area of conflict with said 3.99 acre tract and then an area of conflict with a called 2.32 acre tract of land described as First Tract in said deed recorded in Volume 277, Page 791, at 1382.31 passing a 1/2-inch rebar found 1.01 feet right of this line for the South corner of said 2.32 acre tract and the common West corner of a called 29.72 acre tract described in General Warranty Deed to Katherine A. Rassi, Dennis D. Rassi and Diane M. Rassi, recorded in Volume 478, Page 1 of said O.P.R.C.C.T., and continuing along an area of conflict with the remainder of said 29.72 acre tract, at 1,509.28 feet crossing the West deed line of the remainder of said 29.72 acre tract as described and continuing with the East line of said 158.34 acre tract, at 2,272.90 feet passing a 1/2-inch rebar found 6.09 feet left of this line for the South corner of the remainder of a called 30 acre tract of land described in a Gift Deed to Nancy Gail Withers Allen, recorded in Volume 154, Page 158 of said O.P.R.C.C.T., and continuing with the common West line of a called 35.460 acre tract of land described as Tract 2 in a General Warranty Deed to Larry D. Taylor, recorded in Document No. 2017-001417 of said O.P.R.C.C.T., for a total distance of 3627.21 feet to a rock stone found;

THENCE South 12°54'27" West continuing with the East line of said 158.34 acre tract and the common West line of said 35.460 acre tract, a distance of 607.27 feet to a 1/2-inch rebar found for in the existing North right-of-way line of Boggy Creek Road (R.O.W. Varies) for the Southerly common corner of said 158.34 acre tract and of said 35.460 acre tract, from which a 1/2-inch rebar found in the existing North right-of-way line of said Boggy Creek Road for the Southerly common corner of said 35.460 acre tract and of a called 6.677 acre tract described as Tract 1 in said deed recorded in Document No. 2017-001417, bears North 58°25'49" East a distance of 788.07 feet;

THENCE South 57°25'38" West with the existing North right-of-way line of said Boggy Creek Road and the common South line of said 158.34 acre tract, a distance of 1,108.07 feet to a 1/2-inch rebar with cap stamped "HINKLE SURVEYORS" found for the Southerly common corner of said 158.34 acre tract and of a called 140.075 acre tract of land described in a General Warranty Deed to Kenneth Schawe, recorded in Volume 421, Page 18 of said O.P.R.C.C.T.

THENCE with the common line of said 158.34 acre tract and said 140.075 acre tract, the following two (2) courses and distances:

1. North 35°20'43" West a distance of 1515.95 feet to a 1/2-inch rebar with cap stamped "HINKLE SURVEYORS" found; and
2. South 58°50'39" West a distance of 949.15 feet to a 1/2-inch rebar with cap stamped "LUCHINI & MERTZ" found for the most Westerly corner of said 158.34 acre tract and a common East corner of a called 109.4 acre tract of land described in a Special Warranty Deed to DAU Cattle Co. LLC, recorded in Document No. 134593 of said O.P.R.C.C.T.;

THENCE with the West line of said 158.34 acre tract and the common East line of said 109.4 acre tract, the following three (3) courses and distances:

1. North 31°28'51" West a distance of 22.14 feet to a 1/2-inch rebar with cap stamped "LUCHINI & MERTZ" found;



2. **North 58°49'05" East** a distance of **125.04** feet to a 1/2-inch rebar with cap stamped "LUCHINI & MERTZ" found; and
3. **North 31°07'38" West** a distance of **946.53** feet to a 1" pipe found for the Northeast corner of said 109.4 acre tract and the Southeast corner of a called 11.12 acre tract of land described in a Warranty Deed with Vendor's Lien to Arthur Ray Pfefferkorn and Deborah Pfefferkorn, record Volume 513, Page 646 of the Deed Records of Caldwell County, Texas (D.R.C.C.T.);

THENCE **North 30°46'24" West** with the West line of said 158.34 acre tract and the common East line of said 11.12 acre tract, a distance of **275.07** feet to a 1/2-inch rebar found for the most Westerly Northwest corner of said 158.34 acre tract and the common Southwest corner of a called 10.010 acre tract of land described as Tract I in a Warranty Deed with Vendor's Lien to Tony L. Collins and Tina A. Collins, recorded in Volume 484, Page 521 of said O.P.R.C.C.T.;

THENCE **North 59°14'01" East** with a North line of said 158.34 acre tract and partially with the South line of said 10.010 acre tract and then partially with the South line of a called 10.20 acre tract of land described as Tract II in said deed recorded in Volume 484, Page 521, and the partially with a called 10.03 acre tract of land described in a General Warranty Deed to Efen Beltran and Brenda Cazares, recorded in Document No. 2020-003566 of said O.P.R.C.C.T. and then partially with the remainder of said 40.100 acre tract a distance of **1298.05** feet to a 1/2-inch rebar found for the Southwest corner of the remainder of said 40.100 acre tract and a common re-entrant corner of said 158.34 acre tract;

THENCE **North 30°32'53" West** with the West line of said 158.34 acre tract and the East line of the remainder of said 40.100 acre tract, a distance of **1346.10** feet to the **POINT OF BEGINNING** and containing 158.16 acres of land more or less;

SAVE & EXCEPT A 1.273 ACRE TRACT OF LAND BEING ALL OF SAID 1.254 ACRE TRACT, DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

Beginning at a 1/2-inch rebar found for the Northwest corner of said 1.254 acre tract, from which said 1/2-inch rebar found for the Northerly common corner of said 158.34 acre tract and of said 3.99 acre tract, bears **North 10°53'40" West** a distance of **3,216.08** feet;

THENCE over and across said 158.34 acre tract, the following six (6) course and distances:

1. **North 56°34'43" East** a distance of **158.77** feet to an 8" wood fence post;
2. **South 32°19'20" East** a distance of **310.42** feet to an 8" wood fence post;
3. **South 58°17'33" West** a distance of **131.54** feet to a 1/2-inch rebar with cap stamped "LSI SURVEY" set;
4. **South 61°50'38" West** a distance of **75.63** feet to a 1/2-inch rebar found;



5. North 22°10'34" West a distance of 272.65 feet to a 1/2-inch rebar found; and
6. North 31°58'27" West a distance of 32.08 feet to the **POINT OF BEGINNING** and containing 1.273 acres of land more or less;

	158.16 acres
Save & Except	1.273 acres
TOTAL	156.89 acres

This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83 – 2011 Adjustment), South Central Zone (4204). All distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of 1.00009318.

This property description was prepared from an on-the-ground survey performed under my supervision and is accompanied by a separate plat of even date. The field work was completed on March 6, 2024.

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED
FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED
OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

Frank W. Funk
Registered Professional Land Surveyor
State of Texas No. 6803

Job Number: 24-008
Attachments: K:\2024\24008 - MWD Lockhart 158\CAD\DWGs\ MWD Lockhart 158 ALTA.dwg

EXHIBIT B – APPROVED CONSULTANTS

City's Attorney	Billing Rate \$400 per hour. Opinion letters for bonds will be a separate flat fee of \$30,000.00 per bond paid at bond closing.
City Engineer or Engineering consultant	Billing Rates of \$130-353 per hour based on classification.
City Bond Counsel	Two (2) percent of Bond Proceeds, minimum \$50,000. Paid at bond closing.
PID Administrator	Billing Rates of \$100-\$250 per hour based on classification.

Æ Everly

By Masonwood Development



Introducing Everly: Lockhart's newest luxury living destination. A master-planned community where sophistication meets Texas charm, offering premier builders the opportunity to shape the future of upscale living in the heart of Texas.

WHO WE ARE



Jim Meredith, *Founder*



Jack Meredith, *Chief Financial Officer*



Natalie Roberts, *Chief Marketing Officer*

The Masonwood Story

Masonwood Development has been a trusted leader in the Texas real estate industry since 1994. Rooted in a deep understanding of the state's unique landscape and commitment to developing sustainable and attainable housing solutions for the Greater Austin area and beyond, our family-owned business has developed over 20 communities and delivered more than 15,000 lots to builders. Our portfolio spans master-planned, mixed-use, urban infill projects and a development services division delivering vertically integrated solutions for builders and retail users. This variety illustrates our adaptability and pioneering spirit in meeting the needs of Texas's growing population.

Our Real Estate Development Services division caters to those without the expertise to handle the pre-construction phase, offering services from site selection to entitlements. With decades of experience and strong partnerships, we empower clients to build with confidence, establishing ourselves as trusted advisors in Texas's dynamic real estate scene. Masonwood Development stands for growth, innovation, and community, becoming the go-to partner for impactful projects in Central Texas.

EVERLY: A COMMUNITY WHERE LUXURY MEETS LIFESTYLE



Everly redefines luxury living in Lockhart, offering an unparalleled community experience. Designed with sophistication and a deep respect for the environment, Everly is where comfort, community, and convenience converge.

- **Master-Planned Excellence:** Covering 545 lots, Everly offers a canvas for building bespoke luxury homes within a community poised to appeal to residents from Lockhart, Austin, San Antonio, and beyond.
- **Nature Meets Elegance:** With 19 acres dedicated to parks and green spaces, Everly is a haven of tranquility. Residents can immerse themselves in nature, enjoy leisurely strolls on picturesque trails, picnic, play a round of disc golf, or simply revel in the beauty of their surroundings.
- **Community Amenities Reimagined:** Everly's amenities inspire outdoor connection with playgrounds where children's laughter fills the air, scenic trails for adventures, barbecue grills and picnic areas for gathering with friends and neighbors.
- **Designed for Togetherness:** The essence of Everly lies in its commitment to community. Every aspect of Everly is intentionally designed to unite residents, building a lively community atmosphere where friendships flourish and outdoor spaces host unforgettable experiences.

BACKGROUND & HISTORY

Lockhart plays a significant role in the history of Central Texas. Centered around a traditional Texas Town Square, which has been designated as a National Historic District, Lockhart preserves the beauty of small town Texas. Like many towns in Texas Oil and Agriculture played a large role in forming the foundation of Lockhart.

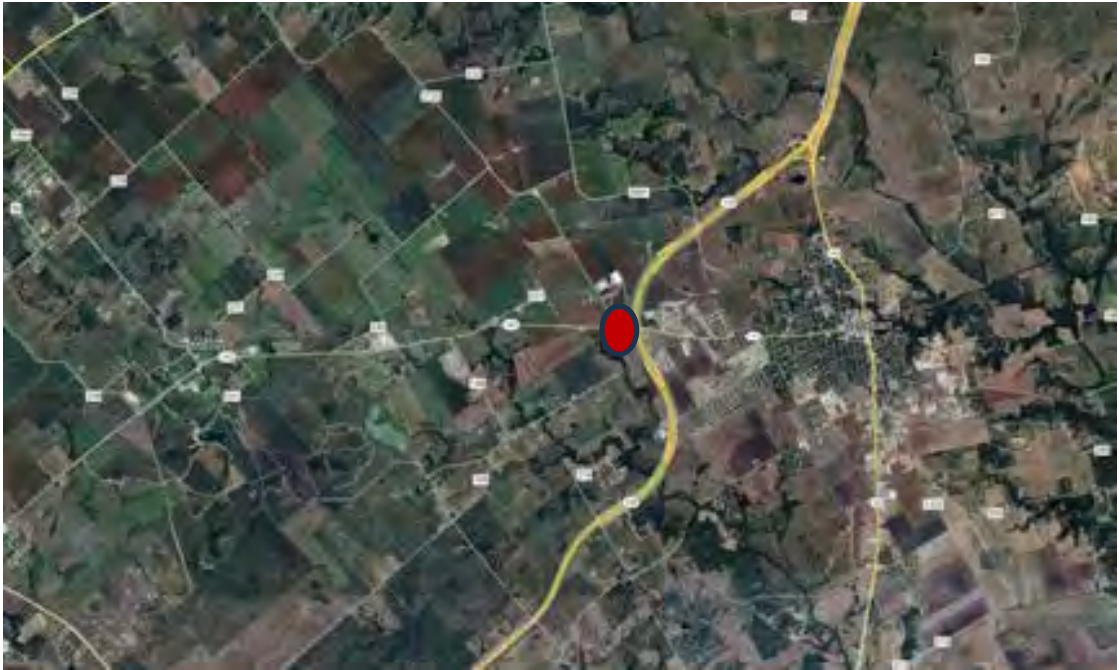
In the present day Lockhart has become a prominent tourist destination. The combination of a beautifully preserved historic downtown, Lockhart State Park, and its reputation as the Barbecue Capital of Texas brings visitors from all around Texas and beyond.



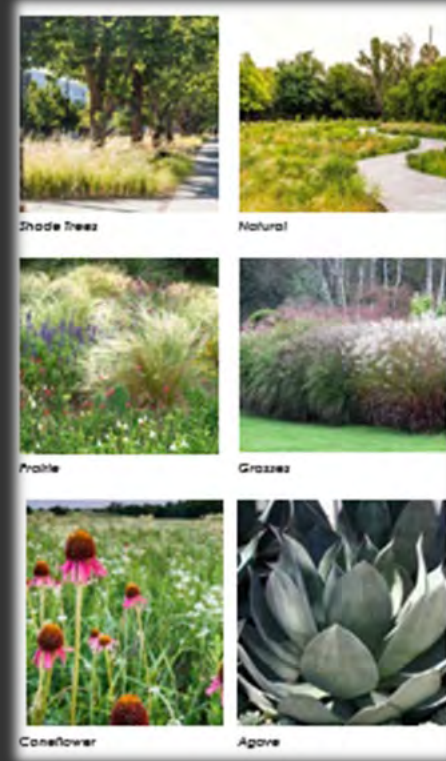
Located 3 miles east of downtown Lockhart near HWY 130.

Important Lockhart Locations

- Lockhart Jr. High School | 1.5 Miles
- Lockhart High School | 3.25 Miles
- Bluebonnet Elementary | 1.5 Miles
- Caldwell County Courthouse | 2.9 Miles
- HEB | 3.25 Miles



Thematic Design



Total Lot Count: 545

- 336 50'x120'
- 209 60' x 120'
- 1.94ac HOA Amenity Center
- 12.54ac HOA Open Space/Parks
- 16.26ac Public Parkland



PRIVATE USE AMENITIES



LEGEND

- 1. PARKING/DROPOFF
- 2. PLAYGROUND
- 3. AMENITY CENTER
- 4. ZERO ENTRY POOL
- 5. BOCCE BALL
- 6. SHADE/EVENT SPACE
- 7. SPLASHPAD



Everly is poised to exceed the city's development requirements through a multifaceted approach focused on high-quality architecture, ample private use amenities, environmentally conscious landscaping and lighting, and thoughtfully designed spaces that promote both community and privacy

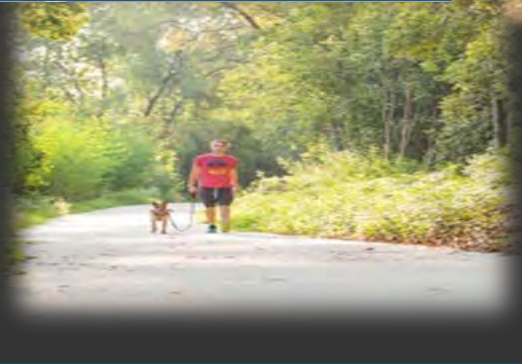


PUBLIC USE AMENITIES



LEGEND

- 1. ENTRY
- 2. AMENITY CENTER
- 3. PUBLIC PARK
- 4. DOG PARK
- 5. FOCAL POINT
- 6. GREENSPACE
- 7. TRAILS AND OPENSOURCE



Everly, is poised to serve as a significant catalyst for local economic development, especially with its innovative inclusion of a public park. This park is not just any green space; it is designed to be a vibrant hub of activity, featuring disc golf, extensive hiking trails, and a variety of opportunities for special events. Each of these components offers unique opportunities for stimulating economic growth and community engagement in Lockhart.

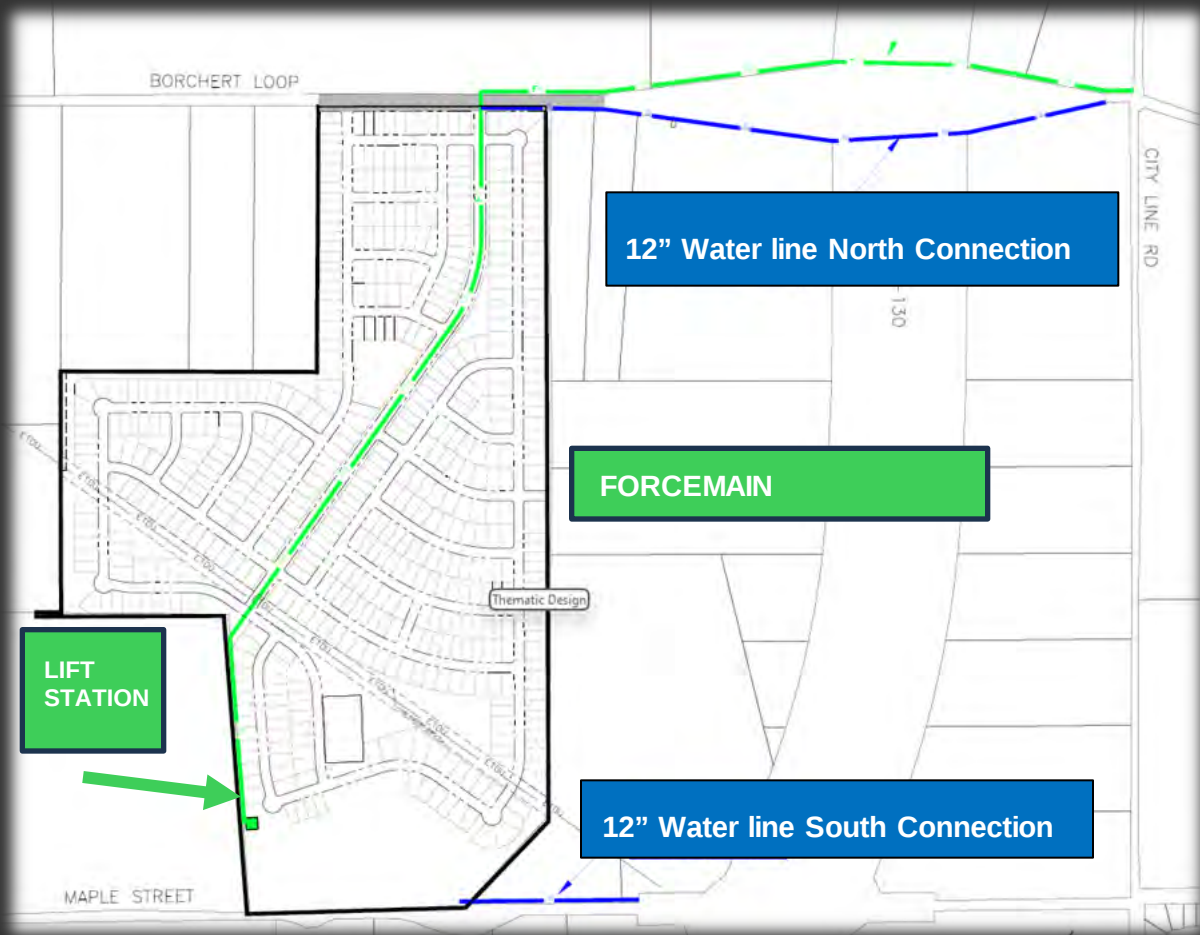
Improvement Area	Area (AC)	Total Lots	Lot Size		Amenity Lot Area (AC)
			50' x 120'	60' x 120'	
1	67	276	170	106	1.94
2	91	269	166	103	N/A
Total	158	545	336	209	1.94

- 50 x 120' lots
- 60 x 120' lots



LEGEND

- PID BOUNDARY LINE
- HOA AMENITY LOT — 1.95 AC.
- HOA OPEN SPACE/PARKS — 12.54 AC.
- PUBLIC PARKLAND — 16.26 AC.



Exhibits Available in PID Submittal

- Offsite Improvements (Shown)
- Phase Map
- Constraint Map
- Storm Drainage Improvements
- Roadway Improvements
- Erosion & Sediment Control

THANK YOU



4301 Westbank Dr. Bldg A Ste 110, Austin, TX 78746
512-306-8300 x 612 | masonwoodtx.com

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: July 2, 2024

AGENDA ITEM CAPTION: Presentation by Police Chief Williamson regarding homelessness in the community.

ORIGINATING DEPARTMENT AND CONTACT: Police -

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: In December 2023 and January 2024, the City met with community organizations and citizens concerning the homeless issue within Lockhart. The purpose of the meetings were to begin discussion of the homeless issue within the City. The first meeting included faith-based organizations, Blue Bonnet Trails Community Services (mental health provider) and Texas Workforce Solutions. The next meeting included business owners in the downtown business district. With the continued growth of Lockhart and tougher economic times, the City is receiving more complaints from the community concerning the homeless issue. While we need to be compassionate for those that are the least among us, we must also try to manage the homeless issue within the city.

On June 28, 2024, the U.S. Supreme Court decided a case where the ruling allows local governments to enforce public-camping ordinances, with the Supreme Court highlighting the need for cities to have the flexibility to address homelessness while ensuring public safety and order.

PROJECT SCHEDULE (if applicable):

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION:

LIST OF SUPPORTING DOCUMENTS: 7-2-2024 SLIDES FOR PRINT Council Presentation - LOCKHART AND THE HOMELESS w Background

LOCKHART AND THE HOMELESS



What is Homelessness?

- A condition of individuals and families who lack stable, safe, and appropriate housing.
- Inadequate access to:
 - Shelter,
 - Food,
 - Healthcare, and
 - Other basic necessities.



What is Homelessness?

- Homelessness can be the result of:
 - Economic hardship,
 - Job loss,
 - Mental health issues,
 - Substance abuse,
 - Domestic violence, and
 - Lack of affordable housing.



What is Homelessness?

- According to the U.S. Department of Housing and Urban Development (HUD), there are four broad categories:
 - Individuals and families who lack a fixed, regular, and adequate nighttime shelter.
 - Individuals and families who will imminently lose their primary nighttime residence.
 - Unaccompanied youth and families with children and youth who are defined as homeless under other federal statutes.
 - Individuals and families who are fleeing, or are attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other life-threatening conditions.

Homeless Statistics

- In 2023, 61,365 individuals in the State of Texas were identified as having experienced homelessness at some point during the year.
- 24,432 people homeless on any given night.
- 8.1 homeless per 10,000 of the general population
- 15% of those were children under the age of 18.
- 18-24 year-olds represented 65.16% of the homeless population.
- 19.3% of adults over 55 years old were identified as homeless.
- Families accounted for 8.17% (or 13,394 households).

- Sources: Texas Homeless Network and National Alliance to End Homelessness

Current City Ordinances

- **Sec. 40-59: Camping**
 - Unlawful to camp in any city park or playground; set up a tent, shack, or other shelter; or lay out any bedroll or other sleeping equipment without first obtaining a permit.
- **Sec. 18-187: Camping in Public Areas Prohibited**
 - Unlawful to camp in any public area, except with a permit.



Current City Ordinances

- **Sec. 40-60: Closing Hours for City Parks and Facilities**
 - Closed to public every night between 11pm and 6am.
- **Sec. 18-188: Bathing in or Damaging Any Public Fountain, Reservoir, Stream or River**
 - Unlawful for any person to interfere with or bathe in any public well, water plug, fountain or reservoir located in a public area.
- **Sec. 40-63: Littering**
 - Prohibits depositing garbage or refuse, except in Designated receptacles, in any city park.



Current City Ordinances

- **Sec. 36.02: Possession of Alcoholic Beverages in Public**
 - Unlawful to possess any alcoholic beverage while he is located upon any public street, sidewalk or other public places unless in the original package and the seal is unbroken.
- **Sec. 36.3: Consumption of Alcoholic Beverages in Public**
 - Unlawful to consume any alcoholic beverage while on any street, sidewalk or other public way within the city. Exceptions apply.



Current City Ordinances

- **Sec. 40-61: Fires**
 - Unlawful for any person to build or attempt to build a fire within a city park.
- **Sec. 20-104: Uncontrolled Outdoor Burning Prohibited**
 - Prohibits uncontrolled outside burning within 5000 feet of the city limits.
- **Sec. 18-189: Urinating or Defecating in Public Areas**
 - Unlawful to urinate or defecate in public.
- **Sec. 50-6: Intrusions and Obstructions in Public Sidewalks and Streets**
 - Prohibits the placement of “intrusions and obstructions” in public sidewalks and streets.

State Law

- Penal Code, Sec. 42.03: **Obstructing Highway or Other Passageway**
 - Includes sidewalk which the public has access.
 - Class B misdemeanor.
- Penal Code, Sec. 49.02: **Public Intoxication**
 - Offense if the person appears in a public place while intoxicated to the degree that the person may endanger the person or another.

State Laws

- Penal Code, Sec. 48.05: **Prohibited Camping**
 - Response to homeless encampments in larger cities.
- Penal Code, Sec. 30.05 **Criminal Trespass**
 - Offense if the person enters or remains on or in the property of another.



Martin vs. Boise

- Case decided by the U.S. Court of Appeals for the Ninth Circuit.
- 2009 lawsuit by six homeless plaintiffs against the City of Boise, Idaho regarding the city's anti-camping ordinance.
- 2018 ruling held that cities cannot enforce anti-camping ordinances if they do not have enough homeless shelter beds available for their homeless population.
- Decision based on the 8th Amendment, prohibition on cruel and unusual punishment.
- It did not necessarily mean a city cannot enforce any restrictions on camping on public property.
- In 2019, the U.S. Supreme Court declined to hear the appeal.

City of Grants Pass Vs. Johnson

- Grants Pass, Oregon. City ordinances used to deal with homeless, such as camping on public property and parking overnight in city parks, were challenged based on the Eight Amendment, cruel and unusual punishment clauses. Ordinances could result in fines or jail.
- District Court ruled in favor of the plaintiffs. The Ninth Circuit Court of Appeals affirmed the ruling.
- June 28, 2024, the U.S. Supreme Court overturned the Circuit Court's ruling.
- Allows local government to enforce public-camping ordinances, with the Supreme Court highlighting the need for cities to have the flexibility to address homelessness while ensuring public safety and order.

Effects of Homelessness on a City

- A large homeless population can be draining on a community.
 - Ties up emergency rooms for medical care.
 - Spend more time in local jails for petty offenses at increased cost for operating the facility.
 - Can have an affect on a city's ability to attract tourists.
 - Cleanup costs due to litter and human waste.



Frequently Asked Questions

- **Can a city make being homeless illegal?... No.**
 - Laws that punish status or condition rather than criminal conduct have been struck down by the courts and considered cruel and unusual punishment.
- **Can a city enact a loitering prohibition?... Maybe.**
 - Courts struck down vague loitering ordinances in Kolender vs. Lawson and Chicago vs. Morales.
 - An ordinance that is general in nature that criminalizes loitering on a public street would most likely be struck down.
 - Ordinance would need to be specific and set for guidelines for law enforcement narrowly tailoring restrictions to loitering with a specific illegal purpose.

Frequently Asked Questions

- **Can a city prevent homeless people from panhandling in all public places?... No.**
 - Litigation related to bans on panhandling has centered on First Amendment free speech claims.
 - Courts have ruled that outlawing panhandling in all public places is unconstitutional.
 - Courts have found that safety and traffic congestion may be significant interests, but “mere annoyance” is not a sufficiently compelling reason to absolutely deprive an individual of his or her First Amendment rights.

Preliminary Assessment by the Police Dept.

- Twenty identified homeless in Lockhart.
 - Real number is most likely higher.
 - Identified through interactions with the police and library staff.
- Twelve (12) male homeless and eight (8) female homeless.
 - Nine (9) due to drug/alcohol addiction.
 - Five (5) with mental health issues.
 - One (1) due to a domestic violence situation.
 - Five (5) unknown.

Focus Group Meetings on the Homeless

- On December 14, 2023 and January 12, 2024, the City held meetings with religious leaders, business leaders and community partners; such as Bluebonnet Trails and Texas Workforce Solutions.
- Discussion of the homeless issue in Lockhart.
- Identify resources to deal with the issue.
- Local pastor who deals with the homeless said the problem is larger than 20 homeless.
- Estimation of 80-100 homeless in and around the city.
- Community consider affirmative steps to address the issue.

Focus Group Meetings on the Homeless

- Recruit volunteers to assist community response.
- Develop a multi-agency outreach team.
- Provide resources that can be specifically for adults and children.
- Acknowledged churches are autonomous and have varying missions/organizational statuses/and resources.
- Acknowledged churches are still recovering from COVID and its impact on resources.
- City to play a supportive role.

Strategies Used to Reduce Homelessness

- Assessment and Outreach – conduct surveys and partner with organizations that provide outreach services.
- Emergency shelters – establish and support emergency shelters to provide immediate relief from exposure and hunger.
- Supportive services – provide access to healthcare, mental health services, substance abuse treatment, and job training programs.
- Prevention programs – implement programs, such as rental assistance programs, eviction prevention programs, and financial literacy education.

Strategies Used to Reduce Homelessness

- Establish a community steering committee.
- Participating in the “Mayors Challenge to End Veteran Homelessness.”
A program through HUD to equip city leaders with tools to combat veteran homelessness.
- Develop community partnerships to pool resources and foster collaborative solutions.
- Educating law enforcement officers on alternatives to issuing citations and supporting police partnerships with mental health partners.
- Recruiting landlords in the city to assist in providing housing opportunities for individuals and families experiencing homelessness.

Strategies Used to Reduce Homelessness

- Improve transportation solutions.
- Implement preventative programs (mental health support, addiction treatment, etc.)
- Educating municipal court personnel on providing referrals to municipal court defendants to non-profit groups in the city that provide housing and other services.
- Working with the public and non-profit organizations to develop short-term/emergency shelter and potential long-term affordable housing strategies within the city.

Discussion

- Council direction?

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: July 2, 2024

AGENDA ITEM CAPTION: Discuss semi-annual report concerning the status of implementation of Chapter 31, "Impact Fees" of the 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: Consensus

BACKGROUND/SUMMARY/DISCUSSION: The report covers October 2023-March 2024. New impact fee studies for water-wastewater and roads were adopted on May 2, 2023. As such, the most recent reporting period reflects a move towards predominantly collecting at new impact fee rates as existing projects have continued building but more new projects have begun construction. The vast majority of the fees were received from the over 255 new houses permitted during the six-month reporting period, with the rest coming from one apartment development and several commercial projects. As a result of this high activity, fee receipts are only slightly down from the previous period, resulting in a record balance for the four accounts.

PROJECT SCHEDULE (if applicable): The most recent impact fee study and capital improvement plans were enacted May, 2 2023. A new study would need to begin within five years of that date.

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): Please see attached exhibits for impact fee activity and fund balance updates.

PREVIOUS COUNCIL ACTION: City Council passed the first impact fee study in January 2002. Updates have followed roughly every five years, resulting in the most recent impact fee and Capital Improvement Program Update, adopted on May 2, 2023.

COMMITTEE/BOARD/COMMISSION ACTION: The Impact Fee Advisory Committee met June 26, 2024. Upon receiving the update, the Committee did not recommend any changes to the impact fee program.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends no further action be taken at this time, but Capital Improvement Program updates may be needed, depending upon the findings of water and wastewater planning studies.

LIST OF SUPPORTING DOCUMENTS: Spring 2024 signed committee report to CC, impact fee Exhibit A Spring 2024, Impact Fee Exhibit B Spring 2024

IMPACT FEE REPORT
To Lockhart City Council – June 2024

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 44th status report since the City's impact fee ordinance was originally adopted on January 15, 2002, and is for the period from October 1, 2023 through April 1, 2024. It is the second 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 \$2,206,465 during the period covered by this report. Fees collected during the six-month period were for 255 new houses (315 last period), and several 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, 2024, including accrued interest, are shown in the table.

The total estimated cost of all of 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 2033, 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 \$9,904,319.

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 slightly decreased, with the total impact fee revenue in this six-month reporting period slightly lower than the previous reporting period, which was an all-time high. This period is the second 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, although a few of the fees received were for projects still 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 June 26, 2024, and unanimously voted to forward this semi-annual report to the City Council for the period ending on March 31, 2024, recommending that no further changes are necessary at this time.

Respectfully,



Philip Ruiz, Chair

Impact Fee Advisory Committee

EXHIBIT A

SPRING 2024 IMPACT FEE ACCOUNT BALANCES¹

	<u>October 1, 2023</u>	+	Revenue ²	–	Expense ³	<u>April 1, 2024</u>
Water	2,696,575		731,927		80,041	3,427,440
Wastewater	2,318,142		803,015		69,321	2,939,017
Roads (Service Area 1)	1,725,078		323,273		944	2,055,075
Roads (Service Area 2)	1,132,808		348,250		944	1,482,787
TOTAL	\$7,872,603		\$2,206,465		\$151,250	\$9,904,319

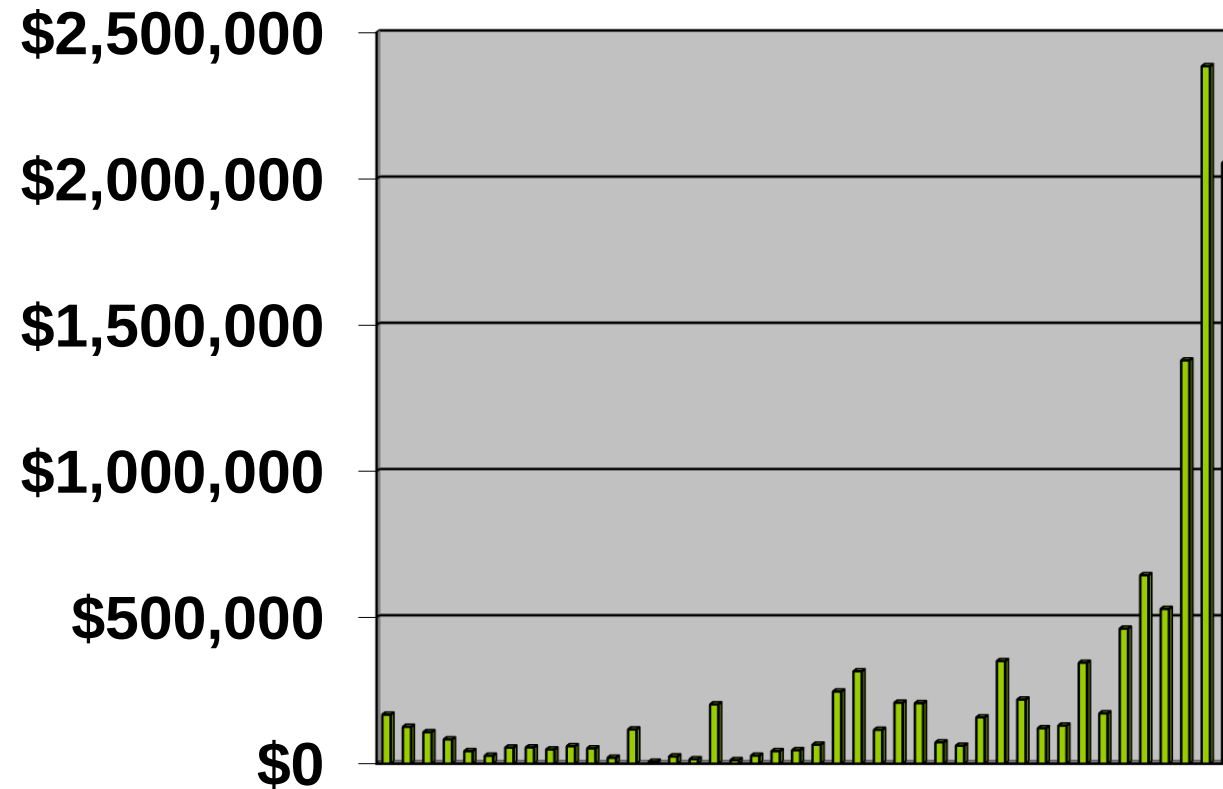
- 1. All amounts have been rounded to the nearest dollar.*
- 2. Revenue amounts include accrued interest.*
- 3. Expenses were due to invoices from impact fee update and water/wastewater master plan consultants.*

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:	\$101,656
Remaining amount of 1/2 estimated cost not yet spent:	59,957,412
Current balance on April 1, 2024:	\$9,904,319

EXHIBIT B

IMPACT FEE SEMI-ANNUAL REVENUE

July 2003-April 2024



City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: July 2, 2024

AGENDA ITEM CAPTION: Hold a PUBLIC HEARING, discussion, and/or action regarding Ordinance 2024-14, proposing amendments to Chapter 64 “Zoning” of the Lockhart Code of Ordinances, as follows: Amend Article I “In General”, Section 64-2 “Definitions”, and Article VII “Zoning Districts and Standards”, Section 64-196 “Establishment of zoning districts,” to add additional zoning use definitions and assign newly-defined uses to existing zoning districts.

ORIGINATING DEPARTMENT AND CONTACT: Development Services - David Fowler

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: The proposed amendments to the zoning code are proposed to address the lack of definitions for numerous land uses and other terms used in Chapter 64. The proposed amendment also adds several important land uses that were not included in the zoning ordinance, adds or replaces two illustrations of zoning terms, and provides a comprehensive land use table. The proposed text amendments are designed to have the effect of making the zoning ordinance more conclusive and easier to understand.

PROJECT SCHEDULE (if applicable): None.

FISCAL NOTE (if applicable): None.

PREVIOUS COUNCIL ACTION: Lockhart City Council most recently adopted changes to land use definitions on January 17, 2023, with the adoption of Ordinance 2023-02, amending Sections 64-2 and 64-196 of the Lockhart Code of Ordinances.

COMMITTEE/BOARD/COMMISSION ACTION: The Planning and Zoning Commission unanimously recommended the proposed text amendments at its meeting held June 26, 2024.

STAFF RECOMMENDATION/REQUESTED MOTION: Staff Recommends approval of Ordinance 2024-14, amending Sections 64-2 and 64-196 of the Lockhart Code of Ordinances.

LIST OF SUPPORTING DOCUMENTS: Definitions Amendment Ordinance 6-27-24, Definitions Ordinance Amendment EXHIBIT A 6-27-24, Definitions Ordinance Memo for Council 6-27-24

ORDINANCE 2024-14

AN ORDINANCE OF THE CITY OF LOCKHART, TEXAS, AMENDING THE CITY OF LOCKHART CODE OF ORDINANCES, CHAPTER 64 "ZONING", ARTICLE I "IN GENERAL", SECTION 64-2 "DEFINITIONS" AND ARTICLE VII "ZONING DISTRICTS AND STANDARDS", SECTION 64-196 "ESTABLISHMENT OF ZONING DISTRICTS" TO ELABORATE ON EXISTING USE DEFINITIONS, ADD NEW DEFINITIONS FOR UNDEFINED USES AND RELATED TERMS, AND CREATE A ZONING USE TABLE SUMMARIZING THE ALLOWED AND PERMITTED USES IN EACH ZONING DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING A REPEALER; PROVIDING FOR PENALTY; PROVIDING FOR PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, The City of Lockhart Code of Ordinances (the "Code of Ordinances") was adopted on July 7, 1998 by Ordinance No. 98-16; and

WHEREAS, On June 26, 2024, the City of Lockhart Planning and Zoning Commission held a public hearing and recommended approval of amendments to the definitions contained in the Zoning Ordinance in the Code of Ordinances; and

WHEREAS, The City Council of the City of Lockhart (the "City Council") has determined that such amendments serve a public purpose 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 I. The foregoing recitals are approved and adopted herein for all purposes.

SECTION II. Chapter 64 "Zoning", Article I "In General", Section 64-2 "Definitions" is hereby amended to read as follows:

For the purposes of this chapter the following terms, phrases, words, and their derivations shall have the meaning given herein. When consistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory, while the word "may" implies an option. Definitions not expressly prescribed herein are to be determined in accordance with the law. Definitions expressly prescribed herein are to be construed in accordance with the city's subdivision ordinance [chapter 52], or other applicable ordinances of the city, or in the absence of such ordinances, then in accordance with the customary usage in municipal planning, surveying, and engineering practices.

Access: A means of egress and ingress from a tract of land to a dedicated right-of-way or from a city-approved private street.

Accessory building: A structure, the use of which is incidental, appropriate, and subordinate to that of the principal structure on the same lot. See figure 1 following this section.

Accessory dwelling unit—General: A secondary dwelling unit within or attached to a single-family dwelling (primary dwelling unit), or in a permanent detached accessory structure located on the same lot or parcel as a single-family dwelling, having no more than 1,000 square feet of habitable floor area or one-half the floor area of the primary dwelling unit, whichever is greater, and only on a lot of such size and dimensions where a duplex dwelling is allowed by-right in the applicable zoning classification. The accessory dwelling unit shall be provided with at least two off-

street parking spaces in addition to the minimum number of spaces required for the primary dwelling unit. There shall be no more than one accessory dwelling unit on the lot or parcel.

Accessory dwelling unit—Limited: A secondary dwelling unit within or attached to a single-family dwelling (primary dwelling unit), or in a permanent detached accessory structure on the same lot or parcel as a single-family dwelling, having no more than 600 square feet of habitable floor area or one-half the floor area of the primary dwelling unit, whichever is greater, and where the owner of the property resides in either the primary dwelling unit or the accessory dwelling unit. The accessory dwelling unit shall be provided with at least one off-street parking space in addition to the minimum required for the primary dwelling unit, shall be served by the same electric meter as the primary dwelling unit, and shall be occupied by no more than two people who are family members, guests, or caretakers or other domestic employees of the owner/occupant of the primary dwelling unit. There shall be no more than one accessory dwelling unit on the lot or parcel.

Accessory use: A land use, activity, or structure that is customarily incidental, appropriate, and subordinate to the principal use of the land or of the principal structure on the same lot.

Agricultural product processing and sales - The use of a site for the processing of tree crops, row crops, or field crops on an agricultural or commercial basis, including packing, processing, and preparation of produce and from which such produce is shipped to a wholesale or retail outlet. Includes the use of a site for the on-premises sale of feed, grain, fertilizers, pesticides and similar goods, or the provision of agricultural services with incidental storage of goods. This use includes hay, feed, and grain stores, plant nurseries, and tree service firms.

Agricultural, mechanical, chemical and electronic equipment manufacturing or processing plants - The use of land, buildings, or structures for the purpose of manufacturing, assembly, prototyping, testing, making, preparing, inspecting, finishing, treating, altering, repairing, warehousing or storing or adapting for sale any goods, substance, article, thing or service, of agricultural, mechanical, chemical, or electronic nature.

Agriculture: The use of land including but not limited to farming, dairying, ranching, or animal or poultry husbandry, and the necessary accessory operations for packing, crating, or storing the produce; provided that the operations of any such accessory operations must be secondary to that of the normal agricultural activities.

Airport Hazard Zone - The area described and regulated by the Lockhart Municipal Airport Joint Airport Zoning Board ordinance adopted December 18, 1991.

Allowed (use) - Those land uses which are allowed by-right in the particular zoning district under discussion.

Alternative Financial Services - An establishment that engages, in whole or in part, in the business of loaning money on the security of pledges, deposits, and/or conditional sales of personal property, paychecks, or vehicles, or which conducts check cashing services. This use includes pawnshops and pay-day loan services.

Apartment: See *Multifamily*.

Arcade - A building or part of a building containing four or more video, pinball, or similar player-operated amusement devices, in any combination, for commercial use. See “Indoor recreation, entertainment, and amusement facilities”.

Art, music, dance, photo and personal and professional studios, salons, and learning centers - Establishments generally providing space where personal improvement, personal grooming, professional, instructional, and/or creative activities are undertaken by the occupant to serve clients. This category excludes body art facilities, defined below.

Assisted living facility - An establishment that meets the elements in Texas Health and Safety Code Section 247.002(1) and provides personal care services, as defined by Section 247.002(5).

Bail Bond Agency - An establishment in which a licensed bail bond surety provides bail bond services as regulated by the Texas Occupations Code.

Bar, tavern or lounge - An establishment or business where, in consideration of payment therefor, liquor, beer, or wine or any combination thereof are served for consumption on the premises, with or without food, in which seventy-five (75) percent or more of the gross revenue is derived from the on-premises sale and consumption of alcoholic beverages.

Barns, stables, pens for livestock - A building or part of a building in which livestock are boarded or kept, which can include keeping for the purposes of remuneration, hire, sale, boarding, riding, or show.

Basement: That part of a building with more than half its height below the average ground level. A basement shall not be counted as a story. This term includes cellar.

Batch mixing - A use consisting of the manufacture or mixing of concrete, cement, and concrete and cement products, including any apparatus and uses incident to such manufacturing and mixing.

Bed and breakfast inn: An owner occupied dwelling that is typically historic or otherwise architecturally unique, where the owner provides, for compensation, sleeping accommodations and breakfast for transient guests. One off-street parking space shall be provided for each guestroom, plus two parking spaces for the portion of the dwelling occupied by the owner.

Bingo parlor - An amusement facility in which the primary activity is the playing of games such as bingo. Incidental uses within a bingo parlor may include domino and card playing as well as electronic video games. A bingo parlor which receives seventy-five (75) percent or more of its income from alcohol, shall be classed as a bar and not a bingo parlor.

Board: The board of adjustment of the City of Lockhart.

Buildable area: That portion of a lot remaining after the required setbacks have been provided. See figure 1 following this section.

Building height: The vertical distance from the average ground level to the highest point of the roof.

Building line: A line within a lot defined by the minimum permitted horizontal distance from an adjacent property line. See figure 1 following this section.

Bulk storage - The storage of chemicals, petroleum products, and other materials in above-ground containers for subsequent resale to distributors or retail dealers or outlets.

Business service establishment - Establishments primarily engaged in rendering services to business establishments on a fee or contract basis, such as advertising and mailing, building maintenance, employment service, management and consulting services, protective services, equipment rental and leasing, commercial research, development and testing, and photo finishing.

Cabin resort: A business that provides overnight quarters for transient guests in the form of detached cabins, cottages, or other small permanent structure rented by the day or week, where the primary attraction is generally a natural setting and/or recreational features and activities, and which may include a caretakers quarters and office, recreation hall, one or more meeting rooms, restaurant, or other common facilities for guests.

Cabinet or upholstery shop - A business primarily concerned with the light manufacture, production, and repair of furniture. Includes planing, finishing, and other woodcrafting activities. Includes the uses described in "Custom/handicraft manufacturing".

Campground - An area of land, managed as a unit, providing short term accommodation for tents, tent trailers, travel trailers, recreational vehicles, and campers and excluding mobile or manufactured homes. Campgrounds may also provide incidental services for campground customers using the accommodations, such as showers, restrooms, ice/drinks, or other travel necessities.

Cellar: See Basement.

Cemetery - Land that is set apart or used as a place for the permanent interment of the dead or in which human bodies have been buried. May include structures accessory to this use.

Charitable institution - A building or part of a building used as a site for provision of meeting, recreational, or social facilities by a private or nonprofit association, primarily for use by members and guests. This use includes private social clubs and fraternal organizations, as well as administrative offices for all of the above associations.

Child care center: Any place, home, or institution which provides temporary custodial care and is regulated by the State of Texas.

Church or other religious facility - A building wherein persons regularly assemble for religious worship, and which is maintained and controlled by a religious body organized to sustain public worship.

Combined family: A residential development type which provides for not more than four dwelling units within a single principal structure. Separate ownership of one or more units with separate and/or common ownership of portions of accessory buildings or yard areas does not constitute a condominium.

Commercial indoor archery range/firearm shooting range - See "Gun range".

Commercial outdoor archery range/firearm shooting range - See "Gun range".

Commercial outdoor recreation, entertainment, and amusement - A place designed and equipped for the conduct of sports, leisure time activities and other customary and usual recreational activities. This use may include recreational uses conducted in open, partially enclosed, or screened facilities such as driving ranges, golf courses, miniature golf courses, golf courses, swimming pools, tennis courts, and outdoor racquetball courts, or predominantly spectator uses such as sports arenas, racing facilities, entertainment in the form of music, and amusement parks.

Commercial processing or printing - An establishment used for retail or bulk reproduction, printing, cutting, or binding of written or graphic material, including blueprinting, engraving, stereotyping, electro-typing, printing, typesetting, and including duplicating shops and letter-shops.

Commission: The planning and zoning commission of the City of Lockhart.

Community meeting and/or recreation facilities - Facilities provided by the municipality or by another group or organization without profit or gain for such special purposes as a scout house, community meeting rooms, a community center, a drop-in center, an archaeological or fine arts museum, a public library etc. but does not include school facilities, public or private parks, playgrounds, arenas, stadiums, hippodromes, swimming pools, skating rinks, commercial-recreational establishments or any class of group home.

Comprehensive master plan: A statement of public policy containing the goals and objectives of the community which may include:

- (1) Capital improvements programs;
- (2) Land use plan;
- (3) Thoroughfare plan;
- (4) Community facilities plan;
- (5) Subdivision and zoning regulations and other development codes, ordinances, policies, and plans promulgated by the council for the quality and orderly growth of the community.

Condominium: A type of multifamily dwelling in which each dwelling unit is owned by the occupant but in which the halls, entranceways, and underlying land are wholly or in part jointly owned.

Convenience store - An establishment where retail goods required by the inhabitants of a residential district to meet their day-to-day needs are sold, including food, tobacco, drugs, periodicals, or similar items of household convenience. May include gasoline sales and the sale of alcoholic beverages. See restrictions on retail uses in each zoning district.

Corner sight triangle - All of that portion of land lying within a triangular shaped area on each street corner within the City of Lockhart described by metes and bounds as follows: Beginning at the precise corner of intersection point of the curbs of each of the two streets intersecting forming each corner and extending 20 feet along each such curbline from said curb intersection point, the third side being determined by the drawing of a straight line from the ends of each such 20-foot extension, whether such land be privately owned or unpaved or untraveled street right-of-way property, all as more portrayed in Figure 1 immediately below. Where no curbs are in existence at such street intersections, such 20-foot lines shall coincide with the central flow line of the ditches paralleling such uncurbed streets (as such central flow line shall be determined by the engineer of the City of Lockhart).

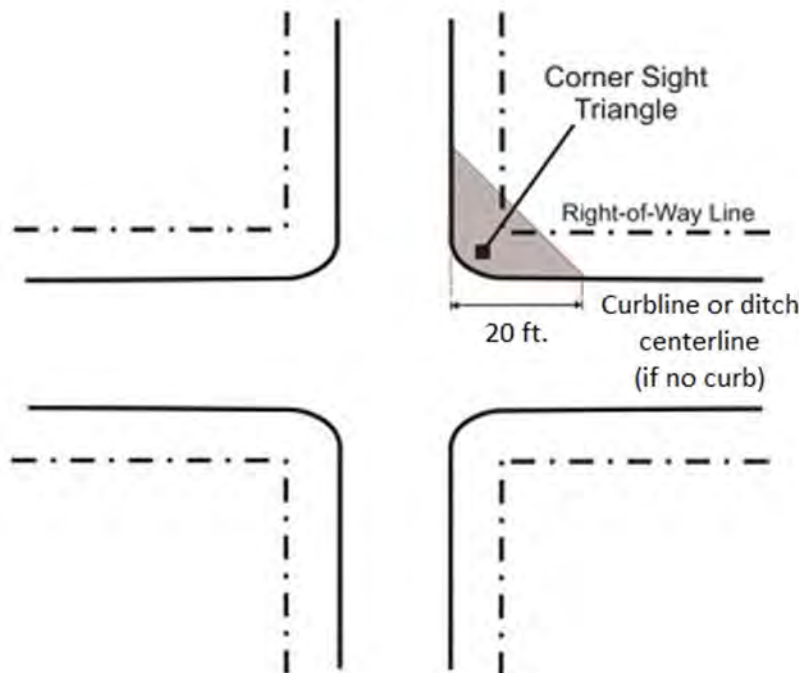


Figure 1.

Council: The City Council of the City of Lockhart.

Country club - A private recreational facility serving patrons who are members of the governing organization. This use includes but is not limited to golf clubs, sports venues, and meeting/event spaces with incidental food and refreshments.

Crematoria - See "Funeral homes and mortuaries".

Crop production - The use of land or buildings for the raising and harvesting of crops for human food, animal feed, planting seed, or fiber. This definition includes specialty crops as produced through floriculture, viticulture, horticulture, or silviculture on an agricultural or commercial basis.

Custom/handicraft manufacturing - A building or part of a building used by trade, craft, or guild for the manufacture in small quantities of made-to-measure clothes or articles including upholstery, repair, refinishing of antiques and other art objects, where the manufacturing of small quantities of articles is performed by a tradesman requiring manual or mechanical skills, but shall not include metal spinning or the refinishing of antique automobiles.

Dance hall - Any room, place or space in which a public dance or public ball is held, or any room, place or space where dancing is permitted with live entertainment, and having a minimum dancing space required of 15 square feet.

Detention facility / Treatment facility - A facility for the detention, confinement, treatment or rehabilitation of persons arrested or convicted for the violation of civil or criminal law. Such facilities include an adult detention center, juvenile delinquency center, jail, and prison. These facilities house prisoners who are in the custody of law enforcement and the facilities are typically government owned.

Development type: The form and use of a residential structure allowed or permitted within the various residential districts within the city.

Drive-in (service) - An establishment which by design of physical facilities or by service or packaging procedures encourages or permits customers to receive a service or obtain a product which may be used or consumed in a motor vehicle on the premises or to be entertained while remaining in an automobile.

Drive-up (service) - See "Drive-in (service)".

Duplex: A residential development type which provides for two dwelling units within a single principal structure. Separate ownership of units with separate and/or common ownership of portions of accessory building or yard areas does not constitute a condominium.

Dwellings of the development type allowed within this district - See "Allowed (use)".

Dwellings of the development type permitted within this district - See "Permitted (use)".

Dwelling unit: A single unit providing complete independent living facilities for one or more persons; including permanent provisions for living, sleeping, eating, cooking, and sanitation.

Eating establishment - An establishment or business where food is offered for sale or sold to the public for immediate consumption and includes such uses as a restaurant, café, cafeteria, "take-out" counter, ice-cream parlor, tea or lunch room, dairy bar, coffee shop, snack bar or refreshment room or stand; but does not include a lodging or boarding house.

Electronic transmission or telecommunications facility - See "Telecommunications".

Equipment manufacturing or processing plants - Facilities for, relating to, concerning, or arising from the assembling, fabrication, finishing, manufacturing, packaging, or processing of equipment or materials.

Façade - The front part or exterior part of a building that faces the street.

Farm machinery and heavy equipment sales, service, rental and storage - The use of land, buildings or structures for the sale, storage, rental or repair of heavy equipment and farm machinery.

Financial institution (and office) - An institution or business providing financial and banking services, such as a bank, trust company, finance company, mortgage company, or investment company.

Fitness center - A facility in which facilities including courts are provided for recreational athletic activities such as individual, group, or team sports, lessons, and similar activities including but not limited to body-building, exercise classes, and equipment access on a membership basis, and may include associated facilities such as sauna and solarium.

Food processing and preparation plant - A commercial establishment in which food is processed or otherwise prepared for human or animal consumption and distribution but not consumed on the premises. This use excludes on-site animal slaughter.

Funeral home - A business furnishing funeral supplies and services to the public and includes facilities intended for the preparation of the dead human body for interment and cremation.

Furniture, appliance, and vehicle parts sales - See "Retail (store)".

Golf course - An outdoor recreation use consisting of a large outdoor area in which golf is played. May also include accessory uses such as a clubhouse, food and beverage service, and equipment shop. See "Commercial outdoor recreation, entertainment, and amusement".

Group home - A residential structure that is licensed to provide room, board, and supervised care, but not continuous nursing care, for unrelated adults over the age of 17. The group home houses individuals who are undergoing treatment or rehabilitation and constitutes a single housekeeping unit in which residents share responsibilities, meals, and recreation. Also see "Assisted living facility", "Child care center", or "Residential rehab" as applicable.

Gun range - Any land or structure where there are facilities of any sort for the firing of handguns, rifles, or other firearms or projectile weapons.

Hazardous product storage and manufacture - An establishment providing warehousing or bulk storage facilities for hazardous, toxic, flammable, explosive, or other dangerous materials.

Health care provisions, service, and supply - Establishments primarily engaged in furnishing medical, surgical or other services to individuals, including the offices of physicians, dentists, and other health practitioners, medical and dental laboratories, out-patient care facilities, blood banks, and oxygen and miscellaneous types of medical supplies and services. This use includes the sales and service of medical equipment and supplies to the aforementioned service providers.

Home improvement center with outside display and storage - A retail commercial establishment dealing in merchandise such as wall paneling, wood products, gardening supply, sheet glass products, windows and mirrors, flooring, wall and ceiling tiles, paint and wallpaper, bathroom and kitchen cupboards and fixtures, landscaping materials and similar goods in addition to equipment rentals.

Home occupation: Any occupation or profession carried on by the inhabitants of a dwelling which is clearly incidental and secondary to the use of the structure for dwelling purposes, which does not change the character thereof, and which is conducted entirely within the main or accessory buildings; provided that no trading in merchandise is carried on. No mechanical equipment shall be used nor activity conducted which creates any noise, dust, odor, or electrical disturbance beyond the confines of the lot on which the occupation is conducted. No home

occupation shall employ more than one assistant in such a business. The operation of a restaurant, convalescent facility, or cabinet, carpentry, metal, or auto repair shop is not a home occupation.

Hospital - Any institution, building or other premises or place established for the maintenance, observation, medical and dental care and supervision and skilled nursing care of persons afflicted with or suffering from sickness, disease or injury or for convalescent or chronically ill persons.

Hotel: A building or group of buildings offering transient lodging accommodations to the general public at a daily rate and which provides guestrooms or units with linen and housekeeping service, and may also provide additional services such as restaurants, meeting rooms, entertainment, and recreational facilities. This term includes motels.

Household service establishment - Retail commercial establishments primarily providing household goods and/or services, including but not limited to toiletries, pet supplies, cleaners, and linens.

HUD-Code manufactured home: A structure, constructed on or after June 15, 1976, meeting the National Manufactured Home Construction and Safety Standards Act as administered by the United States Department of Housing and Urban Development, transportable in one or more sections, which in the traveling mode is eight body feet or more in width or 40 body feet or more in length, or when erected on site is 320 or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems. The term does not include mobile homes or recreational vehicles as defined in this section.

Indoor recreation, entertainment, and amusement facilities: Arcade, billiard/pool hall, bowling alley, skating rink, gymnasium, natatorium, health club, or theater within an entirely enclosed building.

Junkyard - See "Salvage yards and junkyards".

Laboratory or research facilities/centers - See "Research and administrative facilities".

Land use plan: A document adopted by the council which attempts to identify and guide growth within the city, and is a part of the comprehensive master plan.

Lewd merchandise sales - See "Sexually oriented business".

Light assembly/fabrication - The use of a site for manufacture, predominantly from previously prepared materials, of finished products or parts, including processing, fabrication, assembly, treatment, and packaging of the products, and incidental storage, sales, and distribution of the products. This use excludes basic industrial processing. Also see "Custom/handicraft manufacturing".

Limited industrial manufacturing: A land use consisting of the manufacture of small products in limited amounts within an entirely enclosed building, with no outside storage, and where shipping and receiving is primarily by parcel delivery service step-vans or small box trucks.

Livestock - Domestic animals typically used or raised on a farm or ranch, especially those kept for a profit, including but not limited to, horses, ponies, mules, donkeys, burros, cattle, goats, sheep, swine, hogs, pigs, rabbits, llamas, and emus.

Livestock production - The use of a site for temporary keeping of livestock for slaughter, market, or shipping. This use includes stockyards, animal sales, and auction yards.

Lodging or boarding house: A dwelling, other than a hotel or motel, containing individual sleeping rooms that are rented for compensation, and where meals may be provided by the

proprietor. One off-street parking space shall be provided for each sleeping room available for rent, plus one parking space for the proprietor's dwelling unit, if any.

Lot depth: The average of the length of the side lot lines. See figure 1 following this section.

Lot width: The average of the length of the front lot line and of the rear lot line. See figure 1 following this section.

Lumber, building and construction materials sales and storage - A use involving construction activities, the incidental storage of materials on sites other than construction sites, and the on-site sale of materials used in the construction of buildings or other structures, other than retail sale of paint, fixtures and hardware. This use includes building materials stores, tool and equipment rental or sales, and building contractor businesses, but excludes automobile sales, automobile rentals, automobile washing, automotive repair services, commercial off-street parking, equipment repair services, equipment sales, service stations, and vehicle storage.

Major recreational equipment - All boats, travel trailers and tent trailers, motorized or towed coaches, dwellings, or campers (not including manufactured homes), pickup-mounted camping modules, similar devices used for recreational short-term occupancy, and boxes, cases, or trailers used for transporting recreational equipment, whether or not containing or carrying such equipment.

Manufactured home: A HUD-Code manufactured home.

Manufactured home park: A tract of land not less than five acres in size under single ownership, which is designed and improved to contain two or more spaces available for long-term lease or rent to the public for the placement of manufactured homes, and which may include private streets, buildings, and other facilities and services for common use by the residents, in conformance with chapter 34 of this Code.

Manufactured home sales - A use where the sales office and financing operations and display of manufactured homes is conducted.

Manufactured home subdivision: A division of land not less than five acres in size for the purpose of sale of two or more lots intended to be developed with residential units including manufactured homes, and having all necessary public utilities, streets, and other facilities required by chapter 52 of this Code.

Masonry materials - Full thickness kiln fired brick, stone, granite, marble, concrete tilt wall, concrete block, stone, glass block unit, or other masonry material of equal characteristics as determined by the Building Official or his or her designee. Stucco and plaster shall only be considered as a masonry material when applied to a minimum of seven-eighths of an inch thickness or by other process producing comparable cement stucco finish with equal or greater strength and durability specifications. Synthetic products (exterior insulation and finish systems (EFIS), cementitious fiberboard, or other materials of similar characteristics) shall not be considered a masonry material.

Mixed-use building: A building containing both residential and nonresidential uses, where the nonresidential use occupies at least the front 50 percent of the ground floor area of a single-story building and occupies at least the entire ground floor area of a multi-story building. The nonresidential use(s) may include any that are allowed separately in the same zoning district classification that allows mixed-use buildings. Except for mixed-use buildings in the CCB district, at least one off-street parking space must be provided for each dwelling unit in addition to parking spaces required for the nonresidential use(s).

Mobile home: A structure that was constructed before June 15, 1976, transportable in one or more sections, which in the traveling mode is eight body feet or more in width or 40 body feet or

more in length, or when erected on site is 320 or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems. The term does not include recreational vehicles as defined in this section.

Modular dwelling: A prefabricated single-family or duplex dwelling assembled on a permanent foundation that is not a manufactured home, as defined in this section, and has been constructed and inspected so that it complies with the Texas Industrialized Housing and Buildings Act as administered by the Texas Department of Licensing and Regulation, and which complies with the International Residential Code as currently adopted by the City of Lockhart. Modular dwellings shall be considered the same as the corresponding site-built single-family or duplex residential development types for the purpose of regulation under this chapter, subject to the additional requirements of subsection 64-200(c).

Mortuary - See "Funeral homes and mortuaries".

Motel: See *Hotel*.

Multifamily: A residential development type which provides for five or more dwelling units within a single principal structure. Separate ownership of one or more units shall constitute a condominium. This term includes and is synonymous with apartment.

Nonconforming building: Any building, or part thereof, lawfully existing or occupied at the effective date of this chapter [April 15, 1990] that does not comply, after the passage of this chapter, with the height, yard, or coverage area regulations of the district in which it is located.

Nonconforming lot: Any lot lawfully existing at the effective date of this chapter [April 15, 1990,] that does not comply, after the passage of this chapter, to the width, depth, and area regulations of the zoning district in which it is located.

Nonconforming use: Any use lawfully existing at the effective date of this chapter [April 15, 1990] that does not comply, after the passage of this chapter, with the use, parking, loading, or screening regulations of the district in which it is located.

Nursing home - A use in which the proprietor supplies for hire or gain, lodging with or without meals and, in addition provides nursing, medical, or similar care and treatment, if required, and includes a rest home, or convalescent home, and any other establishment required to operate under the appropriate statute.

Ornamental tree: A flowering tree from a species which the Texas A&M Forest Service recommends for planting in Caldwell County which is typically less than 30 feet in height at maturity.

Outdoor market - A place where individual vendors operating from stalls, booths, or other defined area offer the following for sale: articles for consumption such as fresh fruit and vegetables, uncooked poultry, fish and meat, eggs, honey, or cider, cut flowers, bedding out plants, shrubs and trees, or baked foodstuffs, cheese or cooked meats, as well as second hand furniture, clothing, and custom/handicraft goods.

Outdoor recreation area - See "Commercial outdoor recreation, entertainment, and amusement".

Outdoor vehicle storage facility - The use of a site for long term storage for vehicles. This use includes storage of vehicles towed from private parking areas and impound yards, but excludes dismantling, salvage, and vehicle sales.

Package sales (of alcoholic beverages) - Retail sales of alcoholic beverages not intended for on-site consumption.

Parking lot or garage - An area or areas of land or a building or part thereof which is either a principle use or is provided and maintained upon the same lot or lots upon which the principal use is located for the purpose of storing motor vehicles.

Parts, light equipment, and motor vehicle sales, rental, maintenance, and services - The use of a building or area for the sales, rental, maintenance, and service of light equipment, giving for example but not limited to such uses as construction equipment, automobile repair, boat sales, automobile dealerships, or brake shops.

Patio home: A residential single-family detached development type where one side wall of the dwelling abuts the property line and has no doors, windows, or other openings, while the opposite side of the dwelling has a larger than normal side yard that typically contains a patio or courtyard. The exterior wall abutting the common side property line with an adjacent patio home faces the patio or courtyard of the adjacent patio home. This development type is also known as a zero-lot-line home or garden home.

Permitted (use) - Those land uses which are permitted subject to the approval of a Specific Use Permit in the particular zoning district under discussion.

Personal service establishment - A business which is associated with the grooming or health of persons or the maintenance and repair of personal wardrobe articles and accessories, and may include a barber shop, beauty parlor, shoe repair shop, self-service laundry or dry cleaning/distribution station.

Planned development district (PDD): A type of master planned development created as a standalone zoning district with a binding site development plan that provides for a flexible combination of various development types in high-quality master planned districts. PDDs may be subject to special conditions and regulations as prescribed by the city council.

Plant nursery, garden, greenhouse - Land used for and associated retail and incidental storage uses for the growing of sod, flowers, bushes, trees or other gardening, landscaping or orchard stock for wholesale or retail sale.

Poultry production facilities - The use of a site for the raising of animals or production of poultry products including eggs on a commercial basis.

Principal structure: The primary building on a lot which by its design defines the use and character of the tract. See Figure 1 following this section.

Private autopsy facility - A facility operated by a private company for the investigation of human remains. See "Funeral homes and mortuaries".

Professional, corporate, and administrative offices - A building or part thereof, designed, intended or used for the practice of a profession, the carrying on of a business, the conduct of public administration, or, where not conducted on the site thereof, the administration of an industry, but shall not include a retail commercial use, any industrial use, clinic, financial institution or place of amusement or place of assembly.

Public or private school or other educational institution - An institution or place for instruction or education, such as kindergarten, elementary, middle or junior high school, high school, college or university, or other public, private, or non-profit educational institutions.

Public transportation facilities and associated commercial activities - Any facility provided by the municipality, the appropriate public authorities or their agencies, or by any transportation company licensed to operate in the municipality by the appropriate authority. May include facilities for the loading, unloading, or interchange of passengers, baggage, or incidental freight or package express between modes of transportation as well as incidental retail sales to travelers.

Recreation facility - See "Commercial outdoor recreation, entertainment, and amusement".

Recreational vehicle: A vehicular-type portable structure without a permanent foundation that can be towed, hauled, or driven which is designed as a temporary living accommodation for recreational, camping, and travel use, and which includes but is not limited to travel-trailers, truck-campers, camping trailers, and self-propelled motor homes.

Recreational vehicle park - A campground designed principally for the use of recreational vehicles, motor homes, or other camping vehicles. May include facilities for the dumping of gray or blackwater. See "Campground".

Recyclable material: A nonputrescible, source-separated, nonhazardous material that has been recovered or diverted from the municipal waste stream for purposes of reuse, recycling, or reclamation, a substantial portion of which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials.

Recycling facility: A collection point for recyclable materials that is exempt from Texas Commission on Environmental Quality municipal solid waste permitting and registration requirements under the Texas Administrative Code.

Research and administrative facilities - A building or group of buildings in which are located facilities for scientific research, investigation, testing, or experimentation, but not facilities for the manufacture or sale of products, except as incidental to the main purpose of the laboratory. This use includes electronics research laboratories, space research or development firms, and pharmaceutical research labs, and excludes product testing.

Residential rehab - A residential establishment whose primary purpose is the rehabilitation of persons. Such services include drug and alcohol rehabilitation, assistance to emotionally and mentally disturbed persons, halfway houses for prison parolees and juveniles.

Restaurant - See "Eating establishment".

Retail (store) - A building or area where goods, wares, merchandise, substances, articles, things or their incidental services are offered or kept for sale at retail, including storage of limited quantities of such goods, wares, merchandise, substances, articles or things, sufficient only to service such store.

Rodeo and riding facilities - The use of land and/or buildings to house horses and for their exercise and training may include a school for riding, boarding stables, tack shop, rodeo event space, or other related uses. See also "Commercial outdoor recreation, entertainment, and amusement".

Roominghouse: See *Boardinghouse*.

Row house: See *Townhouse*.

Salvage yards and junkyards - The use of a site for the storage, sale, dismantling or other processing of used or waste materials that are not intended for re-use in their original forms. This use includes automotive wrecking yards, junk yards, and paper salvage yards.

Screening - Constructions or plantings providing a buffer between land uses or individual features of a land use or building and its surroundings that lessen the impact of light, sound, view, or other factors from the originating property.

Self-storage - A storage enterprise dealing with the reception of goods of residential or commercial orientation that lie dormant over extended periods of time. Separate storage units are rented to individual customers who are entitled to exclusive and independent access to their respective units.

Service facilities and suppliers - See "Warehouses and terminals".

Sexually-oriented business: An adult book store, adult video arcade, adult movie theater, massage parlor (other than a state registered massage or therapy service), sexual encounter center, nude modeling studio, cabaret, gentlemen's' club, or other establishment that either: 1) has any form of live or recorded entertainment that provides sexual stimulation or sexual gratification to patrons; and/or 2) which devotes more than 20 percent of its merchandise display area, or signage or other advertising, to the sale, rental, or exhibition of devices, materials, or other items used for sexual stimulation or gratification or which depict sexual nudity or sexual activities, or which derives more than 20 percent of its gross net revenues from such sales, rental or exhibition.

Shade tree: A tree from a species which the Texas A&M Forest Service recommends for planting in Caldwell County which has a height at maturity of at least 30 feet.

Shopping mall - A group of commercial establishments planned, constructed and managed as a total entity with customer and employee parking provided on site, provision for goods delivery separated from customer access, aesthetic considerations and protection from the elements.

Single-family home: A residential development type which provides for a single dwelling unit within a single principal structure.

Small engine repair - The use of a building or area for the sales, rental, maintenance, and service of small engines such as those attached to lawnmowers or small boats. This definition excludes uses such as construction equipment, automobile repair, boat sales, automobile dealerships, or brake shops.

Smoke shop/Head shop, including drug or vice paraphernalia - The retail sales of all equipment, products, and materials of any kind that are used, intended for use, or designed for use, in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, concealing, injecting, ingesting, inhaling, or otherwise introducing into the human body tobacco, marijuana, and/or a controlled substance as defined in State law.

Special events center: A private indoor and/or outdoor facility that is available for rental by the public for weddings, receptions, reunions, seminars, parties, and other similar occasions of limited duration.

Storage/Shipping yard - The use of a part of a property for the storage or organization of equipment, vehicles, product, building materials, or components used by the owner or occupant of the property as an accessory to the conduct of a trade, craft, or business performed under one of the other allowed or permitted uses in this district.

Structure: Anything constructed or erected on the ground including, but not limited to, buildings, factories, sheds, cabins, manufactured homes, and other similar forms.

Studios, salons, and learning centers - See "Art, music, dance, photo and personal and professional studios, salons and learning centers".

Tattoo parlor and Body art facilities - The practice of physical body adornment by establishments and artists using but not limited to the techniques of body piercing and tattooing.

Telecommunications - The electronic, telephonic, or other high-tech transmission, reception, or exchange of data or information between or among points specified by the user of information of the user's choosing, without change in the form or content of the information as sent or received.

Telecommunication center or agency for customer service, technical support, or telemarketing operations - A subset of "Professional, corporate, and administrative offices" where employees

principally undertake sales or service by means of telecommunications equipment and no exchange or storage of physical goods occurs.

Terminals (associated with warehousing uses) - See "Warehouses and terminals".

Thoroughfare plan: A document adopted by the council which attempts to identify and guide the locations of arterial and collector streets within the city and is a part of the comprehensive master plan.

Townhouse: A residential development type which provides for five or more dwelling units generally separated by common walls within a single structure. Usually each dwelling unit is placed on an individually owned lot and each story of the structure on each lot is under the same ownership. Some areas and yards may be commonly owned. A townhouse where the lot under and immediately adjacent to the structure is individually owned does not constitute a condominium. This term includes row house.

Truck stop or Travel center/plaza - Any building, premises or land in which or upon which a business, service or industry involving the maintenance, servicing, storage or repair of commercial vehicles is conducted or rendered including the dispensing of motor fuel or petroleum products directly into motor vehicles and the sale of accessories or equipment for trucks and similar commercial vehicles. A truck stop also may include overnight accommodations and bathing or showering facilities solely for the use of truck crews.

Use: Any activity, function, or purpose to which a parcel of land or building is put and shall include the words "used," "arranged," or "occupied," for any purpose, including all residential, commercial business, industrial, public, or other use.

Accessory use: A use which is wholly incidental to and supportive of the principal use of the same lot.

Principal use: The primary purpose for which land or a building is used as permitted by the applicable zoning district.

Veterinary hospital or clinic, wildlife rehabilitation, kennels - A facility for the prevention, treatment, surgery, cure, or alleviation of disease and/or injury of animals and may include outside runs and paddocks. May include overnight and/or outside boarding for animals.

Warehouses and terminals - A building, land, or part thereof, which is used primarily for the housing, storage, adapting for sale, package or wholesale distribution of goods, wares, merchandise, food stuff substances, articles and the like. Such use may include facilities for truck loading and transfer but does not include a fuel storage tank or truck repair facilities.

Warehouses for local sales and distribution - A building, land, or part thereof, which is used primarily for the housing, storage, adapting for sale, package or wholesale distribution of goods, wares, merchandise, food stuff substances, articles and the like for distribution or service to businesses within the City. Such use may include facilities for truck loading and transfer but does not include a fuel storage tank or truck repair facilities.

Welding or machine shop - The use of land, or building, or structure where pieces of metal are welded or machined to produce finished products or elements for other processes.

Wholesale auto auction - A building or structure or lands used for the storage of automobiles and related materials which are to be sold on the premises by auction to industrial, commercial, institutional, or professional business users, and for the sale of the said goods and materials by auction and on an occasional basis.

Wild game processing - See "Food processing".

Wireless telecommunication facility—High impact: Exterior apparatus designed for telephonic, radio, or television communication through the transmission or reception of electromagnetic waves, and which consists of one or more antennas mounted on a new freestanding tower that exceeds the lesser of 60 feet, or five feet above the maximum permitted building height of the applicable zoning district. This definition does not include an antenna structure used exclusively for dispatch communications by a public emergency agency, which is exempt.

Wireless telecommunication facility—Low impact: Exterior apparatus designed for telephonic, radio, or television communication through the transmission or reception of electromagnetic waves, and which consists of any of the three types of antenna locations listed below. This definition does not include the following, which are exempt: 1) an antenna used exclusively for dispatch communications by a public emergency agency; 2) home use of an accessory antenna or satellite dish which receives television broadcast signals; and 3) an amateur radio antenna not exceeding by more than five feet the maximum permitted building height of the zoning district within which it is located.

- (1) An antenna mounted as an accessory on a building, water tower, lighting standard, electric utility transmission tower, or other tall structure having another primary function allowed in the zoning district within which it is located;
- (2) An antenna mounted on an existing tower that already supports one or more telecommunication antennas; or
- (3) An antenna mounted on a new freestanding tower not exceeding the lesser of 60 feet, or five feet above the maximum building height of the zoning district within which it is located.

Yard: An open space of ground between a structure and the adjoining lot lines, unoccupied and unobstructed by any portion of a structure from the ground upward, except as otherwise provided. In measuring a yard, the least horizontal distance between the lot line and the structure shall be used. See Figure 12 following this section.

Front yard: A yard across the full width of the lot from the front wall of a structure to the front line of the lot.

Rear yard: A yard across the full width of the lot from the rear wall of a structure to the rear line of the lot.

Required yard: The area between a lot line and the adjacent setback line. All areas within a lot which does not constitute buildable area.

Side yard: A yard between the wall of a structure and the adjacent side line of the lot, and extending from the front wall of a structure to the rear wall of a structure.

No vertical structures, other than fences and air conditioner compressors, are allowed in any required yard.

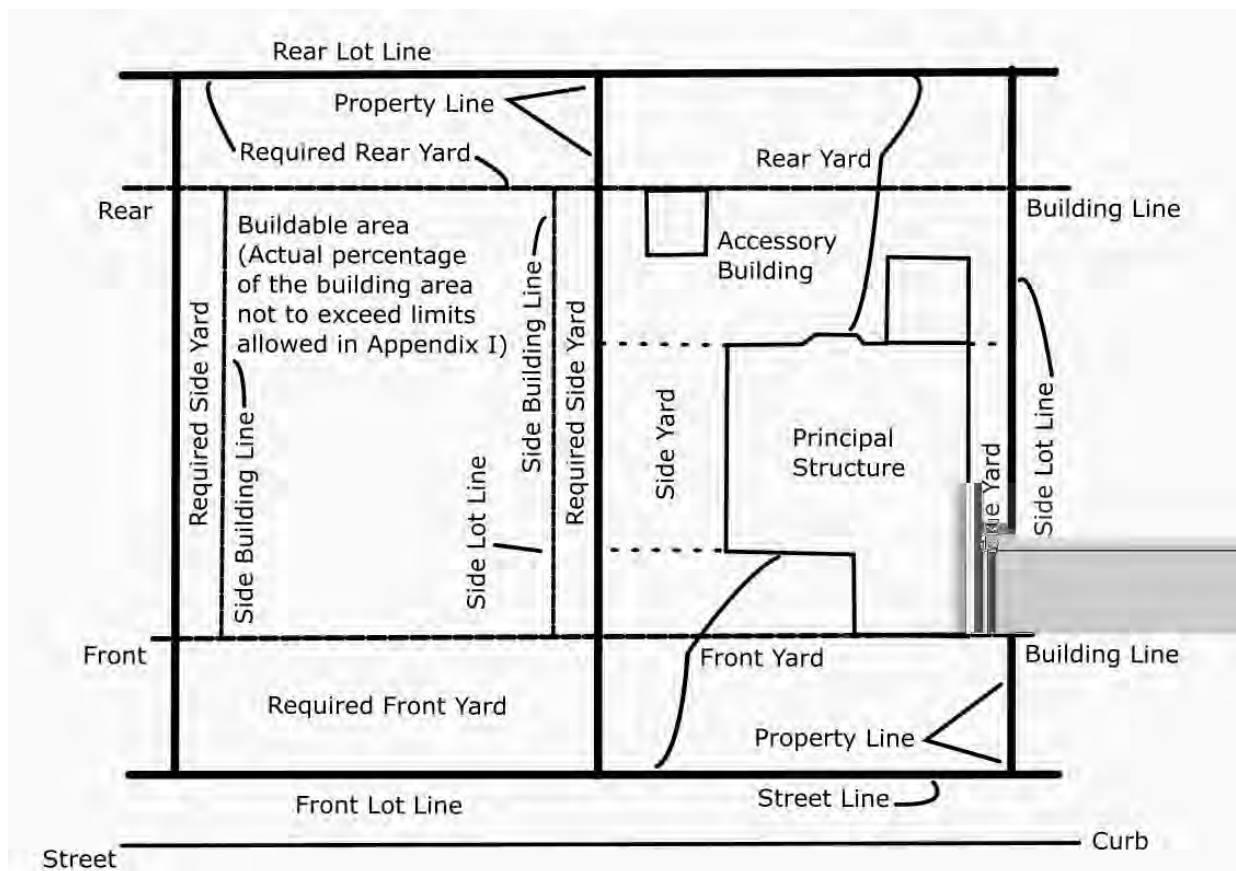
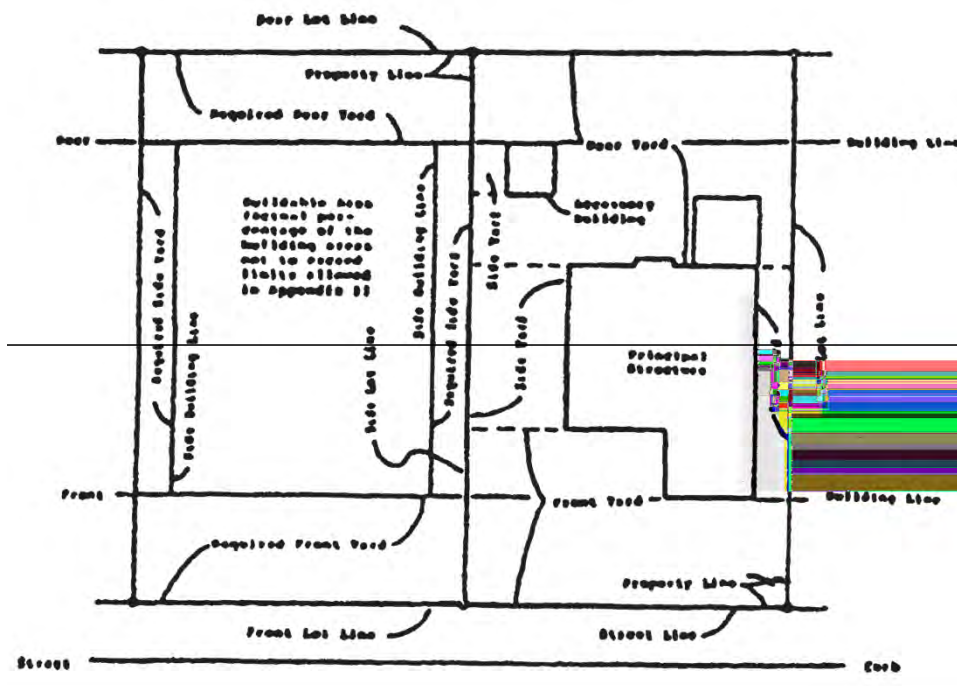


Figure 12

Zoo or other outdoor facility for all types of wildlife - The use of land or building, or structure for keeping live animals for public exhibition or for view/study by the public, often operated as a commercial or nonprofit business.

SECTION III. Chapter 64 “Zoning”, Article VII “Zoning Districts and Standards”, Section 64-196 “Establishment of zoning districts”, (h) “Commercial central business district (CCB)” is hereby amended in part to read as follows:

- (1) The following uses are allowed by-right:
 - a. All uses allowed by-right or with a specific use permit in the CLB district except those listed in subsections (g)(2)e, (g)(2)f, (g)(2)g, and (g)(2)i.
 - b. Business service establishments.
 - c. Financial institutions and offices.
 - d. Furniture, appliance, and vehicle parts sales. All repair areas shall be enclosed.
 - e. Wireless telecommunication facility—Low impact, subject to the requirements of section 64-202.
 - f. Indoor recreation, entertainment, and amusement facilities.
 - g. Tattoo parlor and Body art facilities.
- (2) The following uses require a specific use permit:
 - a. Mixed-use building.
 - b. Commercial processing or printing. No pollutant emissions.
 - c. Bingo parlor.
 - d. Parking lot or garage.
 - e. All uses permitted in the public and institutional district.
 - f. Telecommunication center or agency for customer service, technical support, or telemarketing operations.
 - g. Light assembly/fabrication or custom handicraft manufacturing
 - h. Food processing and preparation plants open to the public for retail sales at least 24 hours per week.
 - i. Small engine repair.
 - j. Bar, tavern or lounge.
 - k. Cabinet or upholstery shop.
 - l. Hotel.
 - m. Arcade.

SECTION IV. Chapter 64 “Zoning”, Article VII “Zoning Districts and Standards”, Section 64-196 “Establishment of zoning districts”, (i) “Commercial medium business district (CMB)” is hereby amended in part to read as follows:

- (2) The following uses require a specific use permit:
 - a. Mixed-use building.
 - b. Commercial processing, printing, laboratory, and research facilities and centers. No pollutant emissions.
 - c. Reserved.
 - d. All uses permitted in the public and institutional district.
 - e. All uses permitted in the planned development district.
 - f. Wireless telecommunication facility—High impact, subject to the requirements of section 64-202.
 - g. Lumber, building, and construction materials sales and storage (no batch mixing).
 - h. Telecommunication center or agency for customer service, technical support, or telemarketing operations.
 - i. Commercial outdoor recreation, entertainment and amusement.
 - j. Private autopsy facility.
 - k. Commercial indoor archery or firearms shooting range.
 - l. Limited industrial manufacturing.

- m. Warehousing for local sales and distribution.
- n. Home improvement center with outside display and storage.
- o. Self-storage warehouse facility.
- p. Alternative financial services.
- q. Arcade.

SECTION V. Chapter 64 “Zoning”, Article VII “Zoning Districts and Standards”, Section 64-196 “Establishment of zoning districts”, (j) “Commercial heavy business district (CHB)” is hereby amended in part to read as follows:

(1) The following uses are allowed by-right:

- a. All uses allowed by-right or with a specific use permit in the CLB and CMB districts except those listed in subsections (g)(2)e and (g)(2)f, and those listed in subsections (i)(2)d, (i)(2)e, (i)(2)f, (i)(2)i, (i)(2)j, (i)(2)k, ~~and (i)(2)l~~, and (i)(2)p.
- b. Hotel.
- c. Farm machinery and heavy equipment sales, service, rental and storage.
- d. Lumber, building and construction materials sales and storage. No batch mixing.
- e. Reserved.
- f. Wireless telecommunication facility—Low impact, subject to the requirements of section 64-202.
- g. Sexually-oriented business, subject to the requirements of section 64-201.
- h. Tattoo parlor and Body art facilities.

(2) The following uses require a specific use permit:

- a. Veterinary hospitals and kennels.
- b. Food processing and preparation plants.
- c. Agricultural product processing and sales. No animal processing. No pollutant emissions.
- d. Bars, taverns, lounges and dance halls.
- e. All uses permitted in the public and institutional district.
- f. All uses permitted in the planned development district.
- g. Wireless telecommunication facility—High impact, subject to the requirements of section 64-202.
- h. Manufactured home sales.
- i. Welding or machine shop.
- j. Recreational vehicle park.
- k. Commercial outdoor recreation, entertainment and amusement.
- l. Recycling facility for household recyclable materials only, whereby all material once deposited is completely hidden from view from any street or abutting property, and where any mechanical processing occurs within an enclosed building.
- m. Private autopsy facility.
- n. Commercial indoor archery or firearms shooting range.
- o. Commercial outdoor archery range.
- p. Limited industrial manufacturing.
- q. Cabin resort.
- r. Wild game processing.
- s. Alternative financial services.
- t. Bail bond agency.
- u. Smoke shop/Head shop.
- v. Truck stop or Travel center/plaza.

SECTION VI. Chapter 64 “Zoning”, Article VII “Zoning Districts and Standards”, Section 64-196 “Establishment of zoning districts”, (k) “Industrial light district (IL) (formerly M-1)” is hereby amended in part to read as follows:

(1) The following uses are allowed by-right:

- a. Agricultural, mechanical, chemical and electronic equipment manufacturing or processing plants.
- b. Warehouses and terminals.
- c. Research and administrative facilities.
- d. Sales, service and repair facilities not appropriate in a commercially zoned district.
- e. Wireless telecommunication facility—Low impact, subject to the requirements of section 64-202.
- f. Sexually-oriented business, subject to the requirements of section 64-201.
- g. Telecommunication center or agency for customer service, technical support, or telemarketing operations.
- h. Self-storage warehouse facility.
- i. Light assembly/fabrication or custom handicraft manufacturing.
- j. Welding or machine shop.
- k. Food processing and preparations plants.
- l. Private autopsy facility.
- m. Wild game processing.
- n. Storage/Shipping yard.
- o. Truck stop or Travel center/plaza.

SECTION VII. Chapter 64 “Zoning”, Article VII “Zoning Districts and Standards”, Section 64-196 “Establishment of zoning districts”, (l) “Industrial heavy district (IH) (formerly M-2)” is hereby amended in part to read as follows:

(1) The following uses are allowed by-right:

- a. All uses allowed by-right in the IL district.
- b. Wireless telecommunication facility—Low impact, subject to the requirements of section 64-202.
- c. Wireless telecommunication facility—High impact, subject to the requirements of section 64-202.
- d. Sexually-oriented business, subject to the requirements of section 64-201.
- e. Commercial indoor archery or firearms shooting range.
- f. Outdoor vehicle storage facility.
- g. Batch mixing.
- h. Equipment manufacturing or processing plants.

SECTION VIII. Chapter 64 “Zoning”, Article VII “Zoning Districts and Standards”, Section 64-196 “Establishment of zoning districts” is hereby amended to add the following:

“(q) Uses by Zoning District Table. This table summarizes the land uses listed in Section 64-196 and displays them by district. In this table, ‘A’ means ‘Allowed by-right’ and ‘P’ means ‘Permitted subject to a Specific Use Permit approval’.”

The table attached to this ordinance as “EXHIBIT A” shall be appended after the preceding description in Section 64-196(q).

SECTION IX. 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 X. 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 XI. 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 XII. 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 XIV. 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 THIS THE 2nd DAY OF JULY 2024.

CITY OF LOCKHART

Lew White
Mayor

ATTEST:

APPROVED AS TO FORM:

Julie Bowermon
City Secretary

Brad Bullock
City Attorney

	Agricultural- Open Space District (AO)	Public and Institutional District (PI)	Residential Low Density District (RLD)	Residential Medium Density District (RMD)	Residential High Density District (RHD)	Commercial Light Business District (CLB)	Commercial Central Business District (CCB)	Commercial Medium Business District (CMB)	Commercial Heavy Business District (CHB)	Industrial Light District (IL)	Industrial Heavy District (IH)	Manufactured Home District (MH)	Historic Designation (H or HL)	Flood Hazard District (FH)	Planned Development District (PDD)
Accessory dwelling unit—General.				P	A									P	
Accessory dwelling unit—Limited.			P	A	A									P	
Agricultural product processing and sales.									P					P	
Agricultural, mechanical, chemical and electronic equipment manufacturing or processing plants.										A	A			P	
Alternative financial services.								P	P						
Any municipal, county, state or federal facility.	P	A	P	P	P	P	P	P	P	P	P	P		P	
Any public utility or other quasi-governmental facility.	P	A	P	P	P	P	P	P	P	P	P	P		P	
Arcade							P	P	A						
Art, music, dance, photo and personal and professional studios, salons and learning centers.						A	A	A	A					P	
Assisted living facility.	P	A	P	P	P	P	P	P	P	P	P	P		P	
Bar, tavern or lounge.							P		P					P	
Bail bond agency.									P						
Barns, stables, and pens for livestock.	P													P	
Bars, taverns, lounges and dance halls.									P					P	
Batch Mixing											A				
Bed and breakfast inn.	A		P	P	A	A	A	A	A					P	
Bingo parlor.							P	A	A					P	
Bulk storage of petroleum, chemical products or compounds, or agricultural commodities.											P			P	
Business service establishments.						P	A	A	A					P	
Cabin resort.	P								P					P	
Cabinet or upholstery shop.							P							P	
Campgrounds, outdoor recreation areas, and commercial amusements primarily requiring open areas.	P													P	
Cemeteries.	P	A	P	P	P	P	P	P	P	P	P	P		P	
Charitable institutions not containing transient facilities.	P	A	P	P	P	P	P	P	P	P	P	P		P	
Child care center.				P	P	A	A	A	A					P	
Church or other religious facility.	P	A	P	P	P	P	P	P	P	P	P	P		P	
Commercial indoor archery or firearms shooting range.								P	P	P	A			P	
Commercial outdoor archery range.	P								P					P	
Commercial outdoor recreation, entertainment and amusement.								P	P					P	
Commercial processing or printing.							P							P	
Commercial processing, printing, laboratory, and research facilities and centers.								P	A					P	

Community meeting and/or recreation facilities.	P	A	P	P	P	P	P	P	P	P	P	P		P	
Country club.	P													P	
Crop production.	A													P	
Detention facilities and/or treatment facilities for addiction.	P	P	P	P	P	P	P	P	P	P	P	P		P	
Dwelling, single-family.	A		A											P	
Dwellings of the development type allowed within this district.				A	A									P	
Dwellings of the development type permitted within this district.				P	P									P	
Eating establishments of any type, including on-premise consumption of alcoholic beverages.								A	A					P	
Eating establishments, not of the drive-in or drive-up type, and excluding on-premises consumption of alcoholic beverages.						P	A	A	A					P	
Electronic transmission and/or reception facilities, except broadcast studios.	P	A	P	P	P	P	P	P	P	P	P	P		P	
Farm machinery and heavy equipment sales, service, rental and storage.									A					P	
Financial institution with drive-up service.						P	A	A	A					P	
Financial institution with no drive-up service other than ATM.						A	A	A	A					P	
Financial institutions and offices.							A							P	
Fitness center.						A	A	A	A					P	
Food processing and preparation plants open to the public for retail sales at least 24 hours per week.							P							P	
Food processing and preparations plants.									P	A	A			P	
Funeral homes and mortuaries.	P	A	P	P	P	P	P	P	P	P	P	P		P	
Furniture, appliance, and vehicle parts sales.							A							P	
Golf courses.	P													P	
Group homes.	P	A	P	P	P	P	P	P	P	P	P	P		P	
Health care provisions, services and supply. No inpatient care.						A	A	A	A					P	
Home improvement center with outside display and storage.								P	A					P	
Home occupation.	A		A	A	A, but not for MF-2 Development Type							A in an authorized MH or SF dwelling.		P	
Hospitals, nursing homes, or other institutions for the treatment and care of the physically or mentally infirm or impaired.	P	A	P	P	P	P	P	P	P	P	P	P		P	
Hotel.							P		A					P	
Household service establishments.						P	A	A	A					P	

Indoor recreation, entertainment, and amusement facilities.							A	A	A					P	
Light assembly/fabrication or custom handicraft manufacturing							P	A	A	A	A			P	
Limited industrial manufacturing.								P	P					P	
Livestock production facilities, excluding processing.	P													P	
Livestock production.	A													P	
Lodging or boarding house.				P	A									P	
Lumber, building and construction materials sales and storage.								P	A					P	
Manufactured home in a manufactured home subdivision, in accordance with the requirements of subsection 64-200(a) and subject to the requirements of appendix II for the MH district.												A		P	
Manufactured home park in accordance with the requirements of subsection 64-200(b) and chapter 34, Code of Ordinances.												P		P	
Manufactured home sales.									P	P	P			P	
Manufactured home, in accordance with the standards in subsection 64-200(a) and subject to the requirements of appendix II for the MH district.				P	P									P	
Mixed-use building.						P	P	P	A					P	
Nursing home	P	A	P	P	P	P	P	P	P	P	P	P		P	
Outdoor market.	P	A	P	P	P	P	P	P	P	P	P	P		P	
Outdoor vehicle storage facility.										P	A			P	
Package sales of alcoholic beverages.								A	A					P	
Parking lot or garage as a principal use abutting a residential district on no more than one boundary of the property.						A	A	A	A					P	
Parking lot or garage as a principal use abutting a residential district on two or more boundaries of the property.						P	A	A	A					P	
Parking lot or garage, parts, light equipment, and motor vehicle sales, rental, maintenance, and services.							P	A	A					P	
Personal service establishments.							A	A	A	A				P	
Plant nurseries, gardens, and greenhouses, including those for commercial purposes.	A													P	
Poultry production facilities, excluding processing.	P													P	
Private autopsy facility.								P	P	A	A			P	
Professional, corporate and administrative service offices.						A	A	A	A					P	

Public or private school or other educational institution.	P	P	P	P	P	A	A	P	P	P	P	P		P	
Public transportation facilities and associated commercial activities.	P	A	P	P	P	P	P	P	P	P	P	P		P	
Recreational vehicle park.	P								P					P	
Recycling facility for household recyclable materials only.									P					P	
Recycling facility.										P	P			P	
Research and administrative facilities.										A	A			P	
Residential rehab	P	A	P	P	P	P	P	P	P	P	P	P			
Restaurants and drive-in convenience stores which provide goods and services primarily within this district.										P	P			P	
Retail stores, excluding sales of vehicle fuel and excluding sales of alcoholic beverages except in grocery stores for off-premises consumption, and where all inventory is within an enclosed building.						P	A	A	A					P	
Retail stores, including sale of vehicle fuel and/or alcoholic beverages.								A	A					P	
Roofing and reroofing facilities.	P													P	
Sales, service and repair facilities not appropriate in a commercially zoned district.										A	A			P	
Salvage yards and junkyards.											P			P	
Self-storage warehouse facility.								P	A	A	A			P	
Service facilities and suppliers furnishing goods and services primarily within the same industrial district.										P	P			P	
Sexually-oriented business, subject to the requirements of Section 64-201.									A	A	A			P	
Shopping mall.								A	A					P	
Single-family dwelling in a manufactured home subdivision, subject to the requirements of appendix II for the MH district.												A		P	
Small engine repair.							P	A	A					P	
Smoke shop/Head shop									P						
Special events center.	P	A	P	P	P	P	P	P	P	P	P	P		P	
Storage/Shipping Yard										A	A			P	
Storage and manufacture or processing of products which will not meet those performance standards pertaining to safety.											P			P	
Tattoo parlor and Body art facilities							A		A						
Telecommunication center or agency for customer service, technical support, or telemarketing operations.						P	P	P	A	A	A			P	

Temporary real estate sales office in a structure intended for permanent occupancy as a dwelling in a new subdivision.			A	A	A									P	
Truck stop or Travel center/plaza									P	P	P				
Veterinary clinics.								A	A					P	
Veterinary hospital, wildlife rehabilitation, and kennels with outside pens or stables for birds, domestic animals, and small wildlife.	P													P	
Veterinary hospitals and kennels.									P					P	
Warehouses and terminals.										A	A			P	
Warehousing for local sales and distribution.								P	A					P	
Welding or machine shop.									P	A	A			P	
Wholesale auto auction.										P	P			P	
Wild game processing.									P	A	A			P	
Wireless telecommunication facility—High impact, subject to the requirements of section 64-202.	P	P	P	P	P	P	P	P	P	P	A	P		P	
Wireless telecommunication facility—Low impact, subject to the requirements of section 64-202.	A	A	P	P	P	A	A	A	A	A	A	P		P	
Zoo or other outdoor facility for all types of wildlife.	P	P	P	P	P	P	P	P	P	P	P	P		P	
Note: Uses may be subject to further restrictions or conditions. See Section 64-196 for details.															

TO: Lockhart Planning and Zoning Commission
FROM: David Fowler AICP, Planning Director
SUBJECT: Zoning Ordinance Definitions Amendment
DATE: June 27, 2024

Dear Mayor and City Council:

The attached proposed code amendments include new and expanded definitions for uses and terms within Chapter 64 of the Code of Ordinances. This amendment is recommended to make the zoning code easier to use for staff and residents. A review of Chapter 64 shows that several uses listed by zoning district in Section 64-196 of the Code have no definitions.

The Planning and Zoning Commission amended the Code previously to add definitions. Ordinance 2023-02, passed January 17, 2023, added and amended uses such as “Bed and breakfast inn” and “Mixed use building” for which there were working definitions and a need to codify immediately. This ordinance continues that project by (a) defining existing undefined uses in the code as it currently stands, (b) proposing additional uses and definitions for uses like “Truck stop or Travel center/plaza” which the City needs to define for current projects, and (c) creating a table showing which uses are allowed or permitted in each zoning district.

In preparing these amendments, staff has drawn definitions from many different zoning resources. The American Planning Association’s *A Planners Dictionary* (PAS Report 521-522, April 2004) and Lehman & Associates’ 1996 *The Zoning Dictionary* were referenced alongside use definitions from other regional cities. The proposed “Storage/Shipping Yard” use is not defined or listed within the allowed or permitted uses in the Industrial Light District (Section 64-196(k)), where it is mentioned. This use is added to the list of allowed uses in Section 64-196(k)(1) in addition to being defined by this ordinance.

The final item in this amendment is the table attached as “EXHIBIT A” to the ordinance. Many cities provide a table showing graphically the allowed and permitted uses in each zoning district. Including this table will aid the public’s understanding of the zoning code. The Planning and Zoning Commission considered the text amendments at their June 26, 2024 meeting and unanimously recommended approval.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: July 2, 2024

AGENDA ITEM CAPTION: Discussion and/or action to consider an Amendment to the Interlocal Cooperation Agreement between Caldwell County and the City of Lockhart to amend the hours of operation of the Farmers and Artisans Market of Lockhart.

ORIGINATING DEPARTMENT AND CONTACT: Public Works - Sean Kelley

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: In March 2021, Caldwell County and the City of Lockhart entered into an Interlocal Cooperation Agreement (ILA) regarding the Lockhart Farmers Market being held on the downtown Square on Saturdays. The original agreement provided that the hours of the Market operations on the Square on Saturdays from 8:00am until 1:00pm with setup beginning at 7:30am, and all vendors shall be gone by 1:30pm. On July 6, 2021, City Council approved an amendment to the ILA, extending the hours by one hour, to allow the Market to operate on the Square on Saturdays from 8:00am to 2:00pm, with setup beginning at 7:30am and the vendors to be gone by 2:30pm.

Similarly, a request by the Market's "Sponsor", the Farmers and Artisans Market of Lockhart, was received at the last City Council meeting during public comments by the Market's president. The request made was to extend the Market's hours by an additional 30-minutes. The president has stated that a majority of the downtown businesses have been polled and support a 30-minute extension to the closing time of the Market.

If approved, all the other terms of the original ILA would remain in effect.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION: March 9, 2021- The City and County entered the original ILA with the Lockhart Farmers Market

July 6, 2021- Amended hours of operation by increasing an hour (8am to 2pm)

COMMITTEE/BOARD/COMMISSION ACTION:

City of Lockhart, Texas

Council Agenda Item Cover Sheet

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

LIST OF SUPPORTING DOCUMENTS: AMENDMET TO INTERLOCAL COOPERATION AGREEMENT 2024, InterLocal Agreement Farmers Market, 2021 ILA amendment - City and County Farmers Market

**AMENDMET TO INTERLOCAL COOPERATION AGREEMENT
BETWEEN CALDWELL COUNTY AND THE CITY OF LOCKHART FOR
PERFORMANCE OF GOVERNMENTAL FUNCTIONS AND SERVICES**

WHEREAS, by agreement titled Interlocal Cooperation Agreement ("Agreement") between Caldwell County, Texas, a political subdivision of the State of Texas {"County"}, by and through its County Judge, and the City of Lockhart, a municipal corporation of the State of Texas ("City"), by and through its City Mayor; and

WHEREAS, the agreement references the operation and administration of a Farmers Market ("Market") within the boundaries of Caldwell County and the city limits of Lockhart, Texas; and

WHEREAS, Pursuant to the referenced agreement, Article III, Conditions for Farmers Market, Section (g) provides that the Market will be allowed on the square on Saturdays, for which no other event is traditionally scheduled, or which is not postponed or cancelled under Section VI below, but only from 8:00 a.m. to 1:00 p.m. Setup begins at 7:30 a.m. and all vendors shall be gone by 1:30 p.m.; and

WHEREAS, the County and City agreed to amend, Article III, Conditions for Farmers Market, Section (g) provides the Market will be allowed on the square on Saturdays for which no other event is traditionally scheduled, or which is not postponed or cancelled under Section VI, below, but only from 8 a.m. to 2 p.m. Setup begins at 7:30 a.m. and all vendors shall be gone by 2:30 p.m.; and

WHEREAS, the County and City desire to amend the agreement in order to revise the time that the Market will be allowed on the square on Saturdays.

NOW, THEREFORE, the County and City agree as follows:

- Article III, Section (g) is hereby amended to read as follows:
(g) The market will be allowed on the square on Saturdays for which no other event is traditionally scheduled, or which is not postponed or cancelled under Section VI, below, but only from 8 a.m. to 2:30 p.m. Setup begins at 7:30 a.m. and all vendors shall be gone by 3p.m.

Except as amended herein, the Agreement shall remain in full force and effect. Additional sections to remain as currently written.

Effective as of this the _____ day of _____, 2024.

Caldwell County, Texas

The City of Lockhart, Texas

Hoppy Haden
Caldwell County Judge

Lew White
Mayor, City of Lockhart

Date signed: _____

Date signed: _____

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN CALDWELL COUNTY AND THE CITY OF LOCKHART FOR
PERFORMANCE OF GOVERNMENTAL FUNCTIONS AND SERVICES**

THIS INTERLOCAL COOPERATION AGREEMENT ("Agreement") is made and entered into by and between Caldwell County, Texas, a political subdivision of the State of Texas ("County"), by and through its County Judge, and the City of Lockhart, a municipal corporation of the State of Texas ("City"), by and through its City Mayor.

WHEREAS, pursuant to Texas Local Government Code Chapter 791, local governments may contract among and between themselves to perform governmental functions and services, including governmental functions in which the contracting parties are mutually interested; and

WHEREAS, the City of Lockhart (the "City") and Caldwell County, Texas (the "County") are mutually interested in the operation and administration of a Farmers Market within the boundaries of Caldwell County and the city limits of Lockhart, Texas; and

NOW, THEREFORE, the Parties mutually agree as follows:

I. Definitions:

- (a) "Certified Farmers' Market" shall mean a Farmers' Market that is certified under state law pursuant to Ch. 229, Texas Health & Safety Code, or other applicable statute.
- (b) "Permit" shall mean a permit approving operation of a Farmers' Market by the City, as described herein.
- (c) "Square" shall mean the Courthouse Square in the City of Lockhart but is intended to include only that portion of County property that extends into the streets and parking areas over which the City exercises jurisdiction.

II. Term and Termination:

- (a) This agreement is effective as of the 9th day of March, 2021 and shall remain in effect for one year unless otherwise terminated earlier, as provided herein.
- (b) This agreement shall be automatically renewed and extended for additional one-year terms unless either party provides at least sixty (60) days written notice to the other party of its intent that the agreement terminate at the end of the term then in effect.
- (c) Either party may terminate this agreement for any reason by providing the other party written notice of intent to do so at least sixty (60) days in advance of the proposed termination date.

III. Conditions for Farmers' Market:

County and City agree that a Farmers' Market may be conducted on the Square under the following conditions:

- (a) The sponsors of the Farmers' Market will obtain and maintain non-profit status before a Farmers' Market may be permitted on the square.
- (b) The market will be a certified Farmers' Market pursuant to state law.
- (c) The market will be allowed only on the east, west, and south sides of the Square, and on the inner lanes of the streets on those sides. The north side of the Square and Highway 142 will not be used.
- (d) The inner lanes of the streets on the east, west, and south sides of the Square will be closed to auto traffic.
- (e) For so long as the COVID-19 pandemic continues and until social distancing requirements are no longer in effect, spacing of tents and possible staggering of tents to maintain social distancing will be required
- (f) The sponsors of the Farmers' Market shall furnish or shall ensure that two restroom facilities are furnished, one of which shall be ADA compliant.
- (g) The market will be allowed on the square on Saturdays for which no other event is traditionally scheduled, or which is not postponed or cancelled under section VI, below, but only from 8 a.m. to 1 p. m. Setup begins at 7:30 and all vendors shall be gone by 1:30.
- (h) Vendors at the Market shall, except when unloading for set up or loading to leave, park their vehicles at locations off the Square.

IV. Alternative Location for Farmers' Market:

Space at the Caldwell County Justice Center, located at 1703 S Colorado St. Lockhart, TX 78644, will be available on weekends for a Farmers' Market at that location if and when the Square is not available. Permitting a Farmers' Market at the Caldwell County Justice Center shall be accomplished in the same or similar manner to permitting of the event on the Square.

V. Duties and Responsibilities of City and County:

- (a) City shall process Permit applications from the sponsor of a Farmers' Market in a manner and using a form similar to that for the permitting of special events and/or special events with Covid protocols.
- (b) City or County may periodically inspect the Market for compliance with the Conditions listed above and the terms of the Permit.
- (c) During operation of a Farmers' Market on the Square, City will provide traffic control and enforcement as follows:
 - 1. Northbound lanes of Main St. will be closed between Market St. and San Antonio St.
 - 2. Eastbound lanes of Market St. will be closed between Main St. and Commerce St.
 - 3. Southbound Lanes of Commerce St. will be closed between San Antonio St. and Market St.

- (d) City will provide the same or similar services and facilities that it traditionally provides for other downtown events, provided that the same accomplishes a public purpose and is budgeted for expenditure by the City.

VI. Cancellation or Postponement of a Permitted or Planned Farmers' Market

(a) City, acting through its Mayor or City Council, and County, acting through its County Judge or Commissioners Court, may cancel or postpone a Farmers' Market that has been issued a Permit by the City, or which has been scheduled but not permitted, under the following circumstances:

1. City or County determines that one or more conditions listed in III above are not being met by the sponsors of or the vendors at the Farmers' Market.

2. City or County determines that another community or public event planned to be held at the Square should take precedence over a Farmers' Market at that location.

(b) In the event that City or County determines that a permitted or scheduled Farmers' Market event should be cancelled or postponed, it shall notify the other party to this Agreement and the sponsors/permittees of the Farmers' Market in writing at least ten (10) days prior to the intended date of the Farmers' Market being cancelled or postponed.

VII. Notices:

All notices sent pursuant to this Agreement shall be in writing and must be sent by registered or certified mail, postage prepaid, return receipt requested.

Notices sent pursuant to this Agreement shall be sent to Caldwell County at the following address:

Caldwell County Judge
110 S. Main Street
Lockhart, Texas 78644

Notices sent pursuant to this Agreement shall be sent to the City at the following address:

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

VIII. Severability:

If any provision of this Agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Agreement.

IX. Non-Waiver:

The waiver by either Party of a breach of this Agreement shall not constitute a continuing waiver of such breach or of a subsequent breach of the same or a different provision. Nothing in this

Agreement is intended by either Party to constitute a waiver of any immunity from suit or liability to which it is entitled- under applicable law.

X. Entire Agreement; Third Parties:

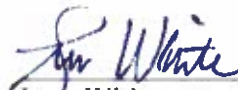
This Agreement constitutes the entire agreement between the COUNTY and the CITY. No other agreement, statement, or promise relating to the subject matter of this Agreement and which is not contained in this Agreement or incorporated by reference in this Agreement shall be valid or binding. This Agreement is not intended to confer any rights on any third parties, and it shall not be construed as conferring any rights on any third parties.

Caldwell County, Texas



Hoppy Haden
Caldwell County Judge

The City of Lockhart, Texas



Lew White
Mayor, City of Lockhart

**AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT
BETWEEN CALDWELL COUNTY AND THE CITY OF LOCKHART FOR
PERFORMANCE OF GOVERNMENTAL FUNCTIONS AND SERVICES**

WHEREAS, by agreement titled Interlocal Cooperation Agreement ("Agreement") between Caldwell County, Texas, a political subdivision of the State of Texas ("County"), by and through its County Judge, and the City of Lockhart, a municipal corporation of the State of Texas ("City"), by and through its City Mayor; and

WHEREAS, the agreement references the operation and administration of a Farmers Market ("Market") within the boundaries of Caldwell County and the city limits of Lockhart, Texas; and

WHEREAS, Pursuant to the referenced agreement, Article III, Conditions for Farmers' Market, Section (g) provides that the Market will be allowed on the square on Saturdays, for which no other event is traditionally scheduled, or which is not postponed or cancelled under Section VI below, but only from 8:00 a.m. to 1:00 p.m. Setup begins at 7:30 a.m. and all vendors shall be gone by 1:30 p.m.; and

WHEREAS, the County and City desire to amend the agreement in order to revise the time that the Market will be allowed on the square on Saturdays.

NOW, THEREFORE, the County and City agree as follows:

- Article III, Section (g) is hereby amended to read as follows:
(g) The market will be allowed on the square on Saturdays for which no other event is traditionally scheduled, or which is not postponed or cancelled under Section VI, below, but only from 8 a.m. to 2 p.m. Setup begins at 7:30 a.m. and all vendors shall be gone by 2:30 p.m.

Except as amended herein, the Agreement shall remain in full force and effect. Additional sections to remain as currently written.

Effective as of this the 6th day of July, 2021.

Caldwell County, Texas

The City of Lockhart, Texas



Hoppy Haden
Caldwell County Judge



Lew White
Mayor, City of Lockhart

Date Signed: 7-27-2021

Date Signed: 7-6-2021

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: July 2, 2024

AGENDA ITEM CAPTION: Discussion and/or action regarding funding allocations for Non-Profit and Special Interest Organizations requesting funding for an annual contribution from the City of Lockhart for Fiscal Year 2024-2025.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Joseph Resendez

ACTION REQUESTED: Direction

BACKGROUND/SUMMARY/DISCUSSION: On June 18, 2024, the following Non-Profit Organizations presented to the City Council their funding requests for Fiscal Year 2024-2025 (FYE 2025):

- Caldwell County Food Bank - \$5,000
- Ascension Seton Hays Foundation Care-A-Van - \$5,000
- CASA of Central Texas - \$12,000
- Combined Community Action - Meals on Wheels - \$8,000
- Hays-Caldwell Women's Center - \$10,000
- Lockhart Area Senior Citizen Center - \$4,000
- Take Me Home - Advocates for Transport - \$5,000

After the presentations, staff was directed to return the allocation of funding discussion to the next Council meeting.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required: \$49,000

Account Number: 100-5105-700

Funds Available: TBD - \$57,530 appropriated in FY 23-24.

Account Name: Non-Profit Expense

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff request a consensus from City Council on funding for Fiscal Year 2024-2025.

City of Lockhart, Texas

Council Agenda Item

Cover Sheet

LIST OF SUPPORTING DOCUMENTS: FYE 2025 - Non-Profit Contribution History

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

Organization	FYE 2022	FYE 2023	FYE 2024	FYE 2025 Request
CARTS*	7,261	6,000	20,000	40,000
Caldwell County Food Bank	4,382	6,587	10,900	5,000
Care-A-Van	-	2,500	10,000	5,000
CASA of Central Texas, Inc.	4,382	4,517	13,000	12,000
Cenikor Foundation **	2,943	2,000	-	-
Combined Community Action - Meals on Wheels	7,981	8,221	8,800	8,000
Hays-Caldwell Women's Center	5,102	5,255	9,745	10,000
Lockhart Area Senior Citizen Center	4,332	4,462	5,085	4,000
Take Me Home - Advocates for Transport	-	-	-	5,000
Totals:	36,384	39,542	77,530	89,000

*The Capital Area Rural Transportation System (CARTS) FYE 2025 funding request and allocation will be discussed at a future Council meeting in consideration of amending the current Interlocal Agreement (ILA).

**Staff reviewed the FYE 2025 funding request opportunity with Cenikor Foundation officials. Cenikor advised they will not submit a request for consideration in this funding cycle due to a decrease in activity in Lockhart. However, the organization plans to submit a request in the FYE 2026 funding cycle.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: July 2, 2024

AGENDA ITEM CAPTION: Discussion and/or action to consider adopting a Professional Services Agreement between the City and Masonwood Development Group to reimburse the City for professional fees incurred relating to the consideration of the Everly project.

ORIGINATING DEPARTMENT AND CONTACT: Development Services - David Fowler

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: The City is working with Masonwood Development's Everly project regarding the creation of a Public Improvement District which will be funded through assessments against the benefitted property in the PID, which may include the issuance of PID bonds. This Professional Services Agreement, also known as an Escrow Agreement, provides that the City's costs for consultants including, but not limited to, engineering, legal, bond counsel and PID administration, will be paid by the developer, commencing with a payment of \$20,000, which shall be retained in a segregated account, and against which the City shall draw as costs are incurred. When the balance in the account is reduced to less than \$10,000, the developer shall be required to make additional payments in \$5,000 increments. Funds in the account shall be used solely to pay for professional services.

The proposed development would be located on approximately 156 acres of land immediately west of the city limits, south of Borchert Loop and north of Maple Street/Boggy Creek. It is anticipated that the property will be annexed into the City and will be served by City water and sewer. The development is expected to be composed solely of single-family homes, with some park and amenity facilities on site. Correspondence with City staff has indicated that the development should have over 500 residential units.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: Discussion only.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

City of Lockhart, Texas

Council Agenda Item Cover Sheet

STAFF RECOMMENDATION/REQUESTED MOTION: Approval and execution of the Agreement.

LIST OF SUPPORTING DOCUMENTS: Professional Services Agreement - Masonwood - Lockhart, Everly_PSA City Presentation Deck 07.02.2024

PROFESSIONAL SERVICES AGREEMENT (Everly)

This Professional Services Agreement (this “**Agreement**”), dated the 26th day of June, 2024 (the “**Effective Date**”), is entered into by, between, among and for the benefit of the CITY OF LOCKHART, TEXAS, a home-rule municipality organized under the laws of the State of Texas (the “**City**”), and MASONWOOD DEVELOPMENT CORPORATION, a Texas Corporation (the “**Developer**”).

RECITALS

WHEREAS, the Developer desires that the City enter into negotiations related to a new development of an area located within the City's extraterritorial jurisdiction to be known as “Everly” (the “**Project**”);

WHEREAS, the Developer desires that a public improvement district be created to help finance certain public improvements necessary to provide water, wastewater, drainage and roadway facilities and development amenities for the Property more particularly described in EXHIBIT A attached hereto (the “**Property**”);

WHEREAS, petition to create a PID on the Property pursuant to Chapter 372 of the Texas Local Government Code has been submitted to the City; and

WHEREAS, the City and Developer acknowledge that the development will require the City to retain consultants to provide a wide variety of professional services including, but not limited to, engineering services, financial services and legal services determined by the City in its sole, but reasonable, judgment (collectively, the “**Professional Services**”), which will be needed to (i) assess the City’s current ordinances, and potentially draft new ordinances applicable to the Property, (ii) assess infrastructure needs and demands, traffic needs and demands, City services needs and demands, and water and wastewater infrastructure needs and demands applicable to the Property, and (iii) assess legal issues that affect the City and will be associated with or necessitated by the possible development of the Property and creation of a Public Improvement District (“**PID**”) for the Property; and

WHEREAS, the Developer hereby agrees to pay for Professional Services as provided in Exhibit B, attached hereto and incorporated herein, and those Professional Services of any additional consultants reasonably required by the City and approved in writing by the Developer (collectively, the “**Consultants**”); and

WHEREAS, it is stipulated and agreed by the Parties that the terms of Local Government Code Sections 212.901 and 212.904 have been satisfied; and

WHEREAS, the City Council of the City, by and through this Agreement, shall maintain sufficient controls to ensure that the public purpose and best interests of the City are carried out.

WHEREAS, the City and the Developer recognize and agree that the City will incur fees and associated expenses and costs for professional services for work to negotiate, develop, draft, and consider various concepts and documents in connection with its consideration of the prospective development, including but not limited to the following: appraisal, legal publications, notices, public hearing expenses, attorney's fees, engineering services, assessment administrator, and special consultant fees (collectively, the "**Professional Services**"); and **WHEREAS**, the City's engagement of professionals to perform the Professional Services and its participation in the undertakings described above are voluntary and of value to the City and Developer and the Developer desires to reimburse the City's fees and expenses related to the Professional Services;

NOW THEREFORE, in consideration of the mutual benefits and promises set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Developer (collectively "**Parties**" and each individually a "**Party**") agree as follows:

1. Recitals. The representations, covenants and recitations set forth in the foregoing Recitals and in this Agreement are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this paragraph.

2. Exhibits. All Exhibits referenced in this Agreement, and listed below, are incorporated herein for all purposes; specifically:

EXHIBIT A – Property Metes and Bounds Description

EXHIBIT B – Approved Rates for Consultant

3. Developer Payment for Professional Services. In addition to the City's regular administrative and filing fees, the Developer shall deliver to the City the sum of \$20,000.00 (the "**Developer Payment**") to pay for the Professional Services and the related expenses incurred by the City. Fees for all Professional Services to be covered by the Developer Payment shall be evidenced by monthly invoices that describe the work performed by date and time entries (copies of which invoices shall be provided to Developer at least 10 days before they are paid). The Developer Payment shall be deposited in a segregated account and not be commingled with any other City funds. If the cost of Professional Services exceed the Developer Payment, the City shall notify the Developer in writing and the Developer shall make one or more additional payment(s) of \$10,000.00 each within thirty (30) days of such written request and such additional payment will be deposited by the City and utilized in the same manner described above. If the Developer fails to pay and/or make any Developer Payment(s) in accordance with the requirements of this Section 2, all work by Consultants shall cease until such time as Developer deposits funds sufficient to comply with its obligations under this Section. The Developer Payment and all other funds delivered to the City by the Developer pursuant to this Section 2 shall be used by the City solely to pay for Professional Services as described above. The City shall refund to the Developer any funds remaining after payment of Consultants for the Professional Services. Nothing contained herein shall prevent Developer from disputing any charges from Consultants that significantly vary from previous charges to the City for comparable work.

4. Effect of Agreement. This Agreement shall not: (a) confer upon the Developer any vested rights or development rights with respect to the Property; (b) bind or obligate the City to approve any documents or agreements related to the development of the Property; or (c) be considered an impact fee.

5. **RELEASES AND INDEMNIFICATION**

- a. **NOTHING IN THIS AGREEMENT, THE AGREEMENT ITSELF, AND THE DEALINGS BETWEEN THE PARTIES SHALL BE CONSIDERED AN IMPACT FEE. THE DEVELOPER AND ITS RELATED ENTITIES FULLY AND FOREVER RELEASE AND DISCHARGE THE CITY, ITS PAST AND PRESENT EMPLOYEES, OFFICERS, COUNCIL MEMBERS, APPOINTED OFFICIALS, ATTORNEYS AND OTHER CITY REPRESENTATIVES, INCLUDING THE CONSULTANTS, FROM ANY AND ALL CLAIMS, DEMANDS, CONTROVERSIES, AND CAUSES OF ACTION, PAST AND CURRENT, WITHOUT LIMITATION, ARISING FROM THIS AGREEMENT (COLLECTIVELY "CLAIMS").**
- b. **THE CITY REPRESENTS AND WARRANTS TO THE DEVELOPER THAT IT HAS NO KNOWLEDGE OF ANY CLAIMS, DEMANDS, CONTROVERSIES OR CAUSES OF ACTION AGAINST THE DEVELOPER ARISING THROUGH THE EFFECTIVE DATE. THE DEVELOPER REPRESENTS AND WARRANTS TO THE CITY THAT IT HAS NO KNOWLEDGE OF ANY CLAIMS, DEMANDS, CONTROVERSIES, OR CAUSES OF ACTION AGAINST THE CITY, ITS PAST AND PRESENT EMPLOYEES, OFFICERS, ATTORNEYS AND OTHER REPRESENTATIVES, ARISING THROUGH THE EFFECTIVE DATE. THE DEVELOPER REPRESENTS AND WARRANTS THAT NO PRIOR OWNERS, DEVELOPERS, OR ENTITIES HAVE ASSIGNED, TRANSFERRED, OR CONVEYED ANY CLAIM OR CAUSE OF ACTION TO THE DEVELOPER INVOLVING THE CITY.**
- c. **THE DEVELOPER AND ITS RELATED ENTITIES ASSUME THE ENTIRE RESPONSIBILITY AND LIABILITY FOR, AND AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS EMPLOYEES, OFFICERS, COUNCIL MEMBERS, APPOINTED OFFICIALS, ATTORNEYS, CONSULTANTS, AND OTHER CITY REPRESENTATIVES (ALL OF THE FOREGOING ARE COLLECTIVELY REFERRED TO AS THE "CITY PARTIES"), FROM ANY AND ALL "CLAIMS" (AS DEFINED IN SECTION 4(A) OF THIS AGREEMENT) ASSERTED BY THE DEVELOPER AGAINST ANY OF THE CITY PARTIES AND ARISING FROM OR IN CONNECTION WITH**

THIS AGREEMENT, AS AMENDED, INCLUDING ARISING FROM OR IN CONNECTION WITH THE PROFESSIONAL SERVICES, BUT EXCLUDING ONLY CLAIMS FOR, OR IN CONNECTION WITH, A DEFAULT BY THE CITY OR THE CITY PARTIES UNDER THIS AGREEMENT (THE "EXCLUDED CLAIMS"). THIS INDEMNITY WITH RESPECT TO "CLAIMS" IS TO BE CONSTRUED AS BROADLY AS POSSIBLE TO INCLUDE ANY AND ALL LIABILITIES, CLAIMS, COSTS, EXPENSES, JUDGMENTS, CAUSES OF ACTION, DEMANDS, LOSSES WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY AND ALL CLAIMS, CAUSES OF ACTION, OR DEMANDS WHEREBY ANY LOSS IS SOUGHT AND/ OR INCURRED AND/ OR PAYABLE BY CITY, ITS AGENTS, EMPLOYEES, REPRESENTATIVES AND/ OR INSURERS OR RISK POOLS, BUT SHALL NOT APPLY TO OR INCLUDE ANY EXCLUDED CLAIMS. THIS PROVISION IS TO BE CONSTRUED UNDER THE LAWS OF THE STATE OF TEXAS, AND IT IS EXPRESSLY RECOGNIZED BY ALL PARTIES THAT IT COMPLIES WITH THE CONSPICUOUSNESS REQUIREMENT AND THE EXPRESS NEGLIGENCE TEST AND IS VALID AND ENFORCEABLE AGAINST THE DEVELOPER. THE DEVELOPER HAS CAREFULLY READ, FULLY UNDERSTANDS, AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS PROVISION.

6. Termination. This Agreement may be terminated by either Party with or without cause by providing at least five (5) days written notice of termination. Unless earlier terminated by Developer or the City, this Agreement shall automatically terminate when the City has created the PID and the initial series of PID Bonds have been issued by the entity designated to issue such bonds. Termination of this Agreement shall be the sole and exclusive remedy of the City or Developer, as the case may be, for any Claim by either Party of any breach of this Agreement by the other Party. The City shall be entitled to pay Consultants for all Professional Services incurred through the date of termination; however, any excess funds remaining after such payments have been made shall be promptly refunded to the Developer. Notwithstanding any other provision of this Agreement, the obligation to repay such excess funds to the Developer in the event of a termination shall survive any termination of this Agreement, and the Developer does not release or discharge its right to such excess funds.

7. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the provision of Professional Services in connection with the development of the Property.

8. Amendment. This Agreement may only be amended by written instrument signed by the Developer and the City.

9. Successors and Assigns. Neither the City nor the Developer may assign or transfer their interest in the Agreement without prior written consent of the other Party, such consent not to be unreasonably withheld, conditioned, or delayed.

10. Notices. Any notice and/or statement required and permitted to be delivered by this Agreement shall be in writing and shall be deemed delivered upon the earlier of hand delivery or email or deposit of 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 other addresses provided by the Parties in writing.

To the City:

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

With a copy to:

Messer Fort, PLLC
4201 W. Parmer Ln
Suite C-150
Austin, Texas 78727
Attn: Bradford E. Bullock
(512) 600-2308

To the Developer:

Masonwood Development Corporation
4301 Westbank Drive, Building A, Suite 110
Austin, TX 78746

With a copy to:

Talley Williams
Metcalf Wolff Stuart & Williams
221 W 6th St. #1300

Austin, TX 78701

11. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

12. No Rule of Construction. The Parties acknowledge that this Agreement was prepared by the City solely as a convenience and that all Parties hereto, and their counsel, have read and fully negotiated all the language used in this Agreement. The Parties acknowledges that

no rule of construction shall apply to this Agreement which constructs ambiguous or unclear language in favor or against any Party because such Party drafted this Agreement.

13. Applicable Law. This Agreement is made and shall be construed in accordance with the laws of the State of Texas and venue shall lie in Caldwell County, Texas.

14. Severability. In the event any portion or provision of this Agreement is illegal, invalid, or unenforceable under present or future law, then and in that event, it is the intention of the Parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the Parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

15. Authority for Execution. The City hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized, and the City Manager has full authority to execute this Agreement and bind the City to the same. The Developer hereby certifies, represents, and warrants that the individual executing this Agreement on behalf of the Developer is duly authorized and has full authority to execute this Agreement and bind the Developer to the same.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

EXECUTED BY THE PARTIES TO BE EFFECTIVE ON THE EFFECTIVE DATE:

CITY:

CITY OF LOCKHART, TEXAS

By: _____

Lew White, Mayor

STATE OF TEXAS §

§

COUNTY OF CALDWELL §

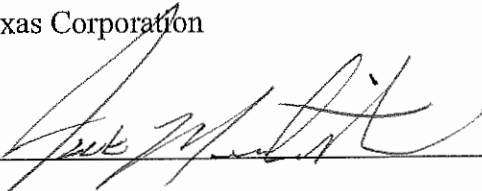
This instrument was acknowledged before me on the ____ day of _____, 2024, by
Lew White, Mayor of the City of Lockhart, on behalf of the City.

(SEAL)

Notary Public, State of Texas

DEVELOPER:

Masonwood Development Corporation,
a Texas Corporation

By: 

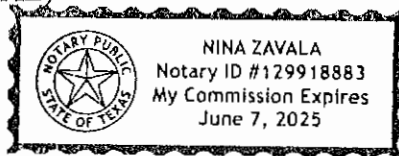
Name: Jack Meredith

Title: Chief Financial Officer

STATE OF TEXAS §
COUNTY OF CALDWELL §

This instrument was acknowledged before me on the 26 day of June, 2024, by Jack Meredith
as the CFO on behalf of the Masonwood Development, a Texas limited liability company,
on behalf of said limited liability company.

(SEAL)



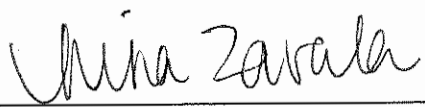

Notary Public, State of Texas

EXHIBIT A
PID BOUNDARY MAP AND LEGAL DESCRIPTION



10090 W Highway 29 | Liberty Hill, Texas 78642
TBPELS Firm No. 10001800 | 512-238-7901 office

EXHIBIT " "

METES AND BOUNDS DESCRIPTION

BEING 156.89 ACRES OF LAND, SURVEYED BY LANDESIGN SERVICES, INC., SITUATED IN THE WILLIAM HOUSE SURVEY, ABSTRACT NO. 15 AND THE FRANCIS BERRY SURVEY, ABSTRACT NO. 2, BOTH IN CALDWELL COUNTY, TEXAS AND BEING ALL OF A CALLED 158.34 ACRE TRACT OF LAND, SAVE AND EXCEPT A CALLED 1.254 ACRE TRACT OF LAND, BOTH DESCRIBED IN A SPECIAL WARRANTY DEED TO JOHN P. AUER, RECORDED IN DOCUMENT NO. 2022-003683, OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS (O.P.R.C.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch rebar found in the existing Southerly right-of-way line of County Road No. 108 (Borchert Loop) (R.O.W. Varies) for the Northerly common corner of said 158.34 acre tract and the remainder of a called 40.100 acre tract of land described in a General Warranty Deed to Alexander Real Estate Inc., recorded in Volume 428, Page 434 of said O.P.R.C.C.T., from which a 1/2-inch rebar found in the existing Southerly right-of-way line of said County Road No. 108 for the Northerly common corner of the remainder of said 40.100 acre tract and of a called 10.030 acre tract described in a General Warranty Deed to Efren Beltrand and Brenda Cazares, recorded in Document No. 2020-003566 of said O.P.R.C.C.T., bears South 58°56'21" West a distance of 327.91 feet;

THENCE North 58°56'21" East with the North line of said 158.16 acre tract and the common Southerly right-of-way line of said County Road No. 108, a distance of **1151.58 feet** to a 1/2-inch rebar found for the Northerly common corner of said 158.34 acre tract and of a called 3.99 acre tract of land described as Second Tract in a General Warranty Deed to Michael J. Graham and Carol Finsrud, recorded in Volume 277, Page 791 of said O.P.R.C.C.T., from which a 1/2-inch rebar with illegible cap in the existing Southerly right-of-way line of said County Road No. 108 found for the Northerly common corner of said 3.99 acre tract and of a called 6.2814 acre tract described in a General Warranty Deed to Thomas Pyle, recorded in Document No. 2023-003204 of said O.P.R.C.C.T., bears North 59°21'13" East a distance of 235.10 feet;

THENCE South 31°08'16" East with the East line of said 158.34 acre tract bounding an area of conflict with said 3.99 acre tract and then an area of conflict with a called 2.32 acre tract of land described as First Tract in said deed recorded in Volume 277, Page 791, at 1382.31 passing a 1/2-inch rebar found 1.01 feet right of this line for the South corner of said 2.32 acre tract and the common West corner of a called 29.72 acre tract described in General Warranty Deed to Katherine A. Rassi, Dennis D. Rassi and Diane M. Rassi, recorded in Volume 478, Page 1 of said O.P.R.C.C.T., and continuing along an area of conflict with the remainder of said 29.72 acre tract, at 1,509.28 feet crossing the West deed line of the remainder of said 29.72 acre tract as described and continuing with the East line of said 158.34 acre tract, at 2,272.90 feet passing a 1/2-inch rebar found 6.09 feet left of this line for the South corner of the remainder of a called 30 acre tract of land described in a Gift Deed to Nancy Gail Withers Allen, recorded in Volume 154, Page 158 of said O.P.R.C.C.T., and continuing with the common West line of a called 35.460 acre tract of land described as Tract 2 in a General Warranty Deed to Larry D. Taylor, recorded in Document No. 2017-001417 of said O.P.R.C.C.T., for a total distance of 3627.21 feet to a rock stone found;

THENCE South 12°54'27" West continuing with the East line of said 158.34 acre tract and the common West line of said 35.460 acre tract, a distance of 607.27 feet to a 1/2-inch rebar found for in the existing North right-of-way line of Boggy Creek Road (R.O.W. Varies) for the Southerly common corner of said 158.34 acre tract and of said 35.460 acre tract, from which a 1/2-inch rebar found in the existing North right-of-way line of said Boggy Creek Road for the Southerly common corner of said 35.460 acre tract and of a called 6.677 acre tract described as Tract 1 in said deed recorded in Document No. 2017-001417, bears North 58°25'49" East a distance of 788.07 feet;

THENCE South 57°25'38" West with the existing North right-of-way line of said Boggy Creek Road and the common South line of said 158.34 acre tract, a distance of 1,108.07 feet to a 1/2-inch rebar with cap stamped "HINKLE SURVEYORS" found for the Southerly common corner of said 158.34 acre tract and of a called 140.075 acre tract of land described in a General Warranty Deed to Kenneth Schawe, recorded in Volume 421, Page 18 of said O.P.R.C.C.T.

THENCE with the common line of said 158.34 acre tract and said 140.075 acre tract, the following two (2) courses and distances:

1. North 35°20'43" West a distance of 1515.95 feet to a 1/2-inch rebar with cap stamped "HINKLE SURVEYORS" found; and
2. South 58°50'39" West a distance of 949.15 feet to a 1/2-inch rebar with cap stamped "LUCHINI & MERTZ" found for the most Westerly corner of said 158.34 acre tract and a common East corner of a called 109.4 acre tract of land described in a Special Warranty Deed to DAU Cattle Co. LLC, recorded in Document No. 134593 of said O.P.R.C.C.T.;

THENCE with the West line of said 158.34 acre tract and the common East line of said 109.4 acre tract, the following three (3) courses and distances:

1. North 31°28'51" West a distance of 22.14 feet to a 1/2-inch rebar with cap stamped "LUCHINI & MERTZ" found;



2. **North 58°49'05" East** a distance of **125.04** feet to a 1/2-inch rebar with cap stamped "LUCHINI & MERTZ" found; and
3. **North 31°07'38" West** a distance of **946.53** feet to a 1" pipe found for the Northeast corner of said 109.4 acre tract and the Southeast corner of a called 11.12 acre tract of land described in a Warranty Deed with Vendor's Lien to Arthur Ray Pfefferkorn and Deborah Pfefferkorn, record Volume 513, Page 646 of the Deed Records of Caldwell County, Texas (D.R.C.C.T.);

THENCE **North 30°46'24" West** with the West line of said 158.34 acre tract and the common East line of said 11.12 acre tract, a distance of **275.07** feet to a 1/2-inch rebar found for the most Westerly Northwest corner of said 158.34 acre tract and the common Southwest corner of a called 10.010 acre tract of land described as Tract I in a Warranty Deed with Vendor's Lien to Tony L. Collins and Tina A. Collins, recorded in Volume 484, Page 521 of said O.P.R.C.C.T.;

THENCE **North 59°14'01" East** with a North line of said 158.34 acre tract and partially with the South line of said 10.010 acre tract and then partially with the South line of a called 10.20 acre tract of land described as Tract II in said deed recorded in Volume 484, Page 521, and the partially with a called 10.03 acre tract of land described in a General Warranty Deed to Efen Beltran and Brenda Cazares, recorded in Document No. 2020-003566 of said O.P.R.C.C.T. and then partially with the remainder of said 40.100 acre tract a distance of **1298.05** feet to a 1/2-inch rebar found for the Southwest corner of the remainder of said 40.100 acre tract and a common re-entrant corner of said 158.34 acre tract;

THENCE **North 30°32'53" West** with the West line of said 158.34 acre tract and the East line of the remainder of said 40.100 acre tract, a distance of **1346.10** feet to the **POINT OF BEGINNING** and containing 158.16 acres of land more or less;

SAVE & EXCEPT A 1.273 ACRE TRACT OF LAND BEING ALL OF SAID 1.254 ACRE TRACT, DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

Beginning at a 1/2-inch rebar found for the Northwest corner of said 1.254 acre tract, from which said 1/2-inch rebar found for the Northerly common corner of said 158.34 acre tract and of said 3.99 acre tract, bears **North 10°53'40" West** a distance of **3,216.08** feet;

THENCE over and across said 158.34 acre tract, the following six (6) course and distances:

1. **North 56°34'43" East** a distance of **158.77** feet to an 8" wood fence post;
2. **South 32°19'20" East** a distance of **310.42** feet to an 8" wood fence post;
3. **South 58°17'33" West** a distance of **131.54** feet to a 1/2-inch rebar with cap stamped "LSI SURVEY" set;
4. **South 61°50'38" West** a distance of **75.63** feet to a 1/2-inch rebar found;



5. North 22°10'34" West a distance of 272.65 feet to a 1/2-inch rebar found; and
6. North 31°58'27" West a distance of 32.08 feet to the **POINT OF BEGINNING** and containing 1.273 acres of land more or less;

	158.16 acres
Save & Except	1.273 acres
TOTAL	156.89 acres

This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83 – 2011 Adjustment), South Central Zone (4204). All distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of 1.00009318.

This property description was prepared from an on-the-ground survey performed under my supervision and is accompanied by a separate plat of even date. The field work was completed on March 6, 2024.

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED
FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED
OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

Frank W. Funk
Registered Professional Land Surveyor
State of Texas No. 6803

Job Number: 24-008
Attachments: K:\2024\24008 - MWD Lockhart 158\CAD\DWGs\ MWD Lockhart 158 ALTA.dwg

EXHIBIT B – APPROVED CONSULTANTS

City's Attorney	Billing Rate \$400 per hour. Opinion letters for bonds will be a separate flat fee of \$30,000.00 per bond paid at bond closing.
City Engineer or Engineering consultant	Billing Rates of \$130-353 per hour based on classification.
City Bond Counsel	Two (2) percent of Bond Proceeds, minimum \$50,000. Paid at bond closing.
PID Administrator	Billing Rates of \$100-\$250 per hour based on classification.

Æ Everly

By Masonwood Development



Introducing Everly: Lockhart's newest luxury living destination. A master-planned community where sophistication meets Texas charm, offering premier builders the opportunity to shape the future of upscale living in the heart of Texas.

WHO WE ARE



Jim Meredith, *Founder*



Jack Meredith, *Chief Financial Officer*



Natalie Roberts, *Chief Marketing Officer*

The Masonwood Story

Masonwood Development has been a trusted leader in the Texas real estate industry since 1994. Rooted in a deep understanding of the state's unique landscape and commitment to developing sustainable and attainable housing solutions for the Greater Austin area and beyond, our family-owned business has developed over 20 communities and delivered more than 15,000 lots to builders. Our portfolio spans master-planned, mixed-use, urban infill projects and a development services division delivering vertically integrated solutions for builders and retail users. This variety illustrates our adaptability and pioneering spirit in meeting the needs of Texas's growing population.

Our Real Estate Development Services division caters to those without the expertise to handle the pre-construction phase, offering services from site selection to entitlements. With decades of experience and strong partnerships, we empower clients to build with confidence, establishing ourselves as trusted advisors in Texas's dynamic real estate scene. Masonwood Development stands for growth, innovation, and community, becoming the go-to partner for impactful projects in Central Texas.

EVERLY: A COMMUNITY WHERE LUXURY MEETS LIFESTYLE



Everly redefines luxury living in Lockhart, offering an unparalleled community experience. Designed with sophistication and a deep respect for the environment, Everly is where comfort, community, and convenience converge.

- **Master-Planned Excellence:** Covering 545 lots, Everly offers a canvas for building bespoke luxury homes within a community poised to appeal to residents from Lockhart, Austin, San Antonio, and beyond.
- **Nature Meets Elegance:** With 19 acres dedicated to parks and green spaces, Everly is a haven of tranquility. Residents can immerse themselves in nature, enjoy leisurely strolls on picturesque trails, picnic, play a round of disc golf, or simply revel in the beauty of their surroundings.
- **Community Amenities Reimagined:** Everly's amenities inspire outdoor connection with playgrounds where children's laughter fills the air, scenic trails for adventures, barbecue grills and picnic areas for gathering with friends and neighbors.
- **Designed for Togetherness:** The essence of Everly lies in its commitment to community. Every aspect of Everly is intentionally designed to unite residents, building a lively community atmosphere where friendships flourish and outdoor spaces host unforgettable experiences.

BACKGROUND & HISTORY

Lockhart plays a significant role in the history of Central Texas. Centered around a traditional Texas Town Square, which has been designated as a National Historic District, Lockhart preserves the beauty of small town Texas. Like many towns in Texas Oil and Agriculture played a large role in forming the foundation of Lockhart.

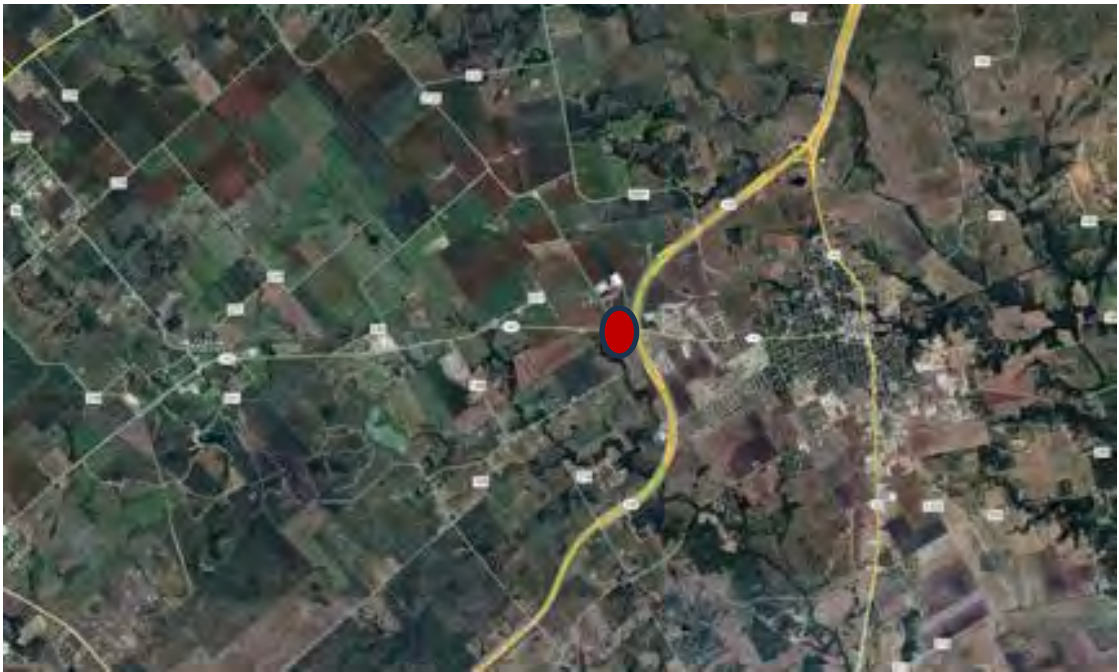
In the present day Lockhart has become a prominent tourist destination. The combination of a beautifully preserved historic downtown, Lockhart State Park, and its reputation as the Barbecue Capital of Texas brings visitors from all around Texas and beyond.



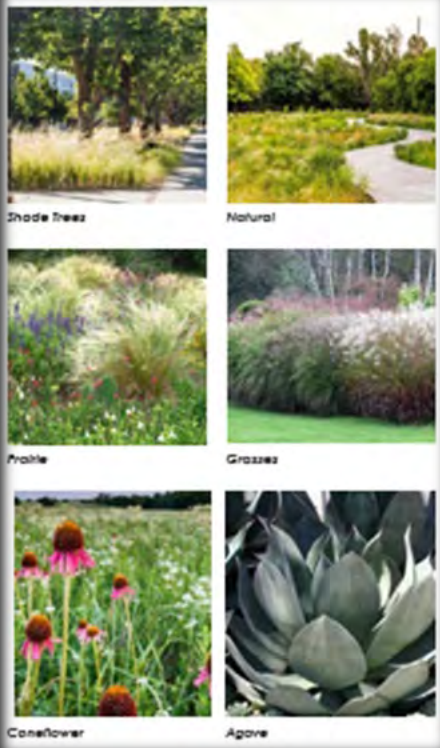
Located 3 miles east of downtown Lockhart near HWY 130.

Important Lockhart Locations

- Lockhart Jr. High School | 1.5 Miles
- Lockhart High School | 3.25 Miles
- Bluebonnet Elementary | 1.5 Miles
- Caldwell County Courthouse | 2.9 Miles
- HEB | 3.25 Miles



Thematic Design



Total Lot Count: 545

- 336 50'x120'
- 209 60' x 120'
- 1.94ac HOA Amenity Center
- 12.54ac HOA Open Space/Parks
- 16.26ac Public Parkland



PRIVATE USE AMENITIES



LEGEND

- 1. PARKING/DROPOFF
- 2. PLAYGROUND
- 3. AMENITY CENTER
- 4. ZERO ENTRY POOL
- 5. BOCCÉ BALL
- 6. SHADE/EVENT SPACE
- 7. SPLASHPAD



Everly is poised to exceed the city's development requirements through a multifaceted approach focused on high-quality architecture, ample private use amenities, environmentally conscious landscaping and lighting, and thoughtfully designed spaces that promote both community and privacy

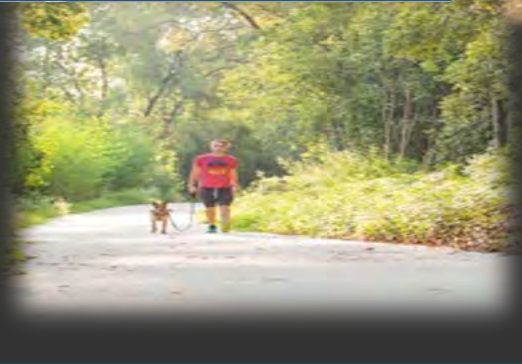


PUBLIC USE AMENITIES



LEGEND

- 1. ENTRY
- 2. AMENITY CENTER
- 3. PUBLIC PARK
- 4. DOG PARK
- 5. FOCAL POINT
- 6. GREENSPACE
- 7. TRAILS AND OPENSOURCE



Everly, is poised to serve as a significant catalyst for local economic development, especially with its innovative inclusion of a public park. This park is not just any green space; it is designed to be a vibrant hub of activity, featuring disc golf, extensive hiking trails, and a variety of opportunities for special events. Each of these components offers unique opportunities for stimulating economic growth and community engagement in Lockhart.

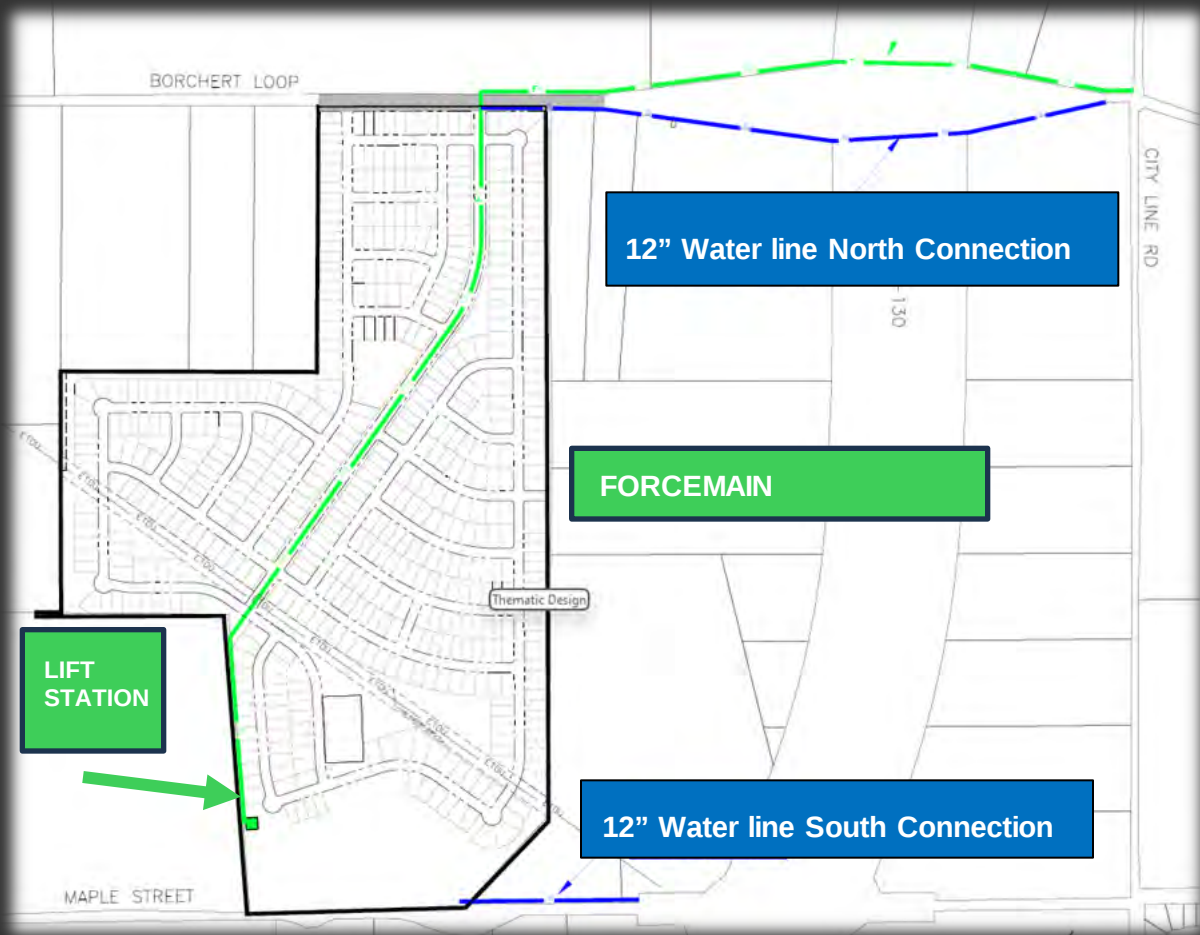
Improvement Area	Area (AC)	Total Lots	Lot Size		Amenity Lot Area (AC)
			50' x 120'	60' x 120'	
1	67	276	170	106	1.94
2	91	269	166	103	N/A
Total	158	545	336	209	1.94

- 50 x 120' lots
- 60 x 120' lots



LEGEND

- PID BOUNDARY LINE
- HOA AMENITY LOT — 1.95 AC.
- HOA OPEN SPACE/PARKS — 12.54 AC.
- PUBLIC PARKLAND — 16.26 AC.



Exhibits Available in PID Submittal

- Offsite Improvements (Shown)
- Phase Map
- Constraint Map
- Storm Drainage Improvements
- Roadway Improvements
- Erosion & Sediment Control

THANK YOU



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City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: July 2, 2024

AGENDA ITEM CAPTION: Discussion and/or action regarding presentation by Police Chief Williamson regarding homelessness in the community.

ORIGINATING DEPARTMENT AND CONTACT: Police -

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: In December 2023 and January 2024, the City met with community organizations and citizens concerning the homeless issue within Lockhart. The purpose of the meetings were to begin discussion of the homeless issue within the City. The first meeting included faith-based organizations, Blue Bonnet Trails Community Services (mental health provider) and Texas Workforce Solutions. The next meeting included business owners in the downtown business district. With the continued growth of Lockhart and tougher economic times, the City is receiving more complaints from the community concerning the homeless issue. While we need to be compassionate for those that are the least among us, we must also try to manage the homeless issue within the city.

On June 28, 2024, the U.S. Supreme Court decided a case where the ruling allows local governments to enforce public-camping ordinances, with the Supreme Court highlighting the need for cities to have the flexibility to address homelessness while ensuring public safety and order.

PROJECT SCHEDULE (if applicable):

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION:

LIST OF SUPPORTING DOCUMENTS: 7-2-2024 SLIDES FOR PRINT Council Presentation - LOCKHART AND THE HOMELESS w Background

LOCKHART AND THE HOMELESS



What is Homelessness?

- A condition of individuals and families who lack stable, safe, and appropriate housing.
- Inadequate access to:
 - Shelter,
 - Food,
 - Healthcare, and
 - Other basic necessities.



What is Homelessness?

- Homelessness can be the result of:
 - Economic hardship,
 - Job loss,
 - Mental health issues,
 - Substance abuse,
 - Domestic violence, and
 - Lack of affordable housing.



What is Homelessness?

- According to the U.S. Department of Housing and Urban Development (HUD), there are four broad categories:
 - Individuals and families who lack a fixed, regular, and adequate nighttime shelter.
 - Individuals and families who will imminently lose their primary nighttime residence.
 - Unaccompanied youth and families with children and youth who are defined as homeless under other federal statutes.
 - Individuals and families who are fleeing, or are attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other life-threatening conditions.

Homeless Statistics

- In 2023, 61,365 individuals in the State of Texas were identified as having experienced homelessness at some point during the year.
- 24,432 people homeless on any given night.
- 8.1 homeless per 10,000 of the general population
- 15% of those were children under the age of 18.
- 18-24 year-olds represented 65.16% of the homeless population.
- 19.3% of adults over 55 years old were identified as homeless.
- Families accounted for 8.17% (or 13,394 households).

- Sources: Texas Homeless Network and National Alliance to End Homelessness

Current City Ordinances

- **Sec. 40-59: Camping**
 - Unlawful to camp in any city park or playground; set up a tent, shack, or other shelter; or lay out any bedroll or other sleeping equipment without first obtaining a permit.
- **Sec. 18-187: Camping in Public Areas Prohibited**
 - Unlawful to camp in any public area, except with a permit.



Current City Ordinances

- **Sec. 40-60: Closing Hours for City Parks and Facilities**
 - Closed to public every night between 11pm and 6am.
- **Sec. 18-188: Bathing in or Damaging Any Public Fountain, Reservoir, Stream or River**
 - Unlawful for any person to interfere with or bathe in any public well, water plug, fountain or reservoir located in a public area.
- **Sec. 40-63: Littering**
 - Prohibits depositing garbage or refuse, except in Designated receptacles, in any city park.



Current City Ordinances

- **Sec. 36.02: Possession of Alcoholic Beverages in Public**
 - Unlawful to possess any alcoholic beverage while he is located upon any public street, sidewalk or other public places unless in the original package and the seal is unbroken.
- **Sec. 36.3: Consumption of Alcoholic Beverages in Public**
 - Unlawful to consume any alcoholic beverage while on any street, sidewalk or other public way within the city. Exceptions apply.



Current City Ordinances

- **Sec. 40-61: Fires**
 - Unlawful for any person to build or attempt to build a fire within a city park.
- **Sec. 20-104: Uncontrolled Outdoor Burning Prohibited**
 - Prohibits uncontrolled outside burning within 5000 feet of the city limits.
- **Sec. 18-189: Urinating or Defecating in Public Areas**
 - Unlawful to urinate or defecate in public.
- **Sec. 50-6: Intrusions and Obstructions in Public Sidewalks and Streets**
 - Prohibits the placement of “intrusions and obstructions” in public sidewalks and streets.

State Law

- Penal Code, Sec. 42.03: **Obstructing Highway or Other Passageway**
 - Includes sidewalk which the public has access.
 - Class B misdemeanor.
- Penal Code, Sec. 49.02: **Public Intoxication**
 - Offense if the person appears in a public place while intoxicated to the degree that the person may endanger the person or another.

State Laws

- Penal Code, Sec. 48.05: **Prohibited Camping**
 - Response to homeless encampments in larger cities.
- Penal Code, Sec. 30.05 **Criminal Trespass**
 - Offense if the person enters or remains on or in the property of another.



Martin vs. Boise

- Case decided by the U.S. Court of Appeals for the Ninth Circuit.
- 2009 lawsuit by six homeless plaintiffs against the City of Boise, Idaho regarding the city's anti-camping ordinance.
- 2018 ruling held that cities cannot enforce anti-camping ordinances if they do not have enough homeless shelter beds available for their homeless population.
- Decision based on the 8th Amendment, prohibition on cruel and unusual punishment.
- It did not necessarily mean a city cannot enforce any restrictions on camping on public property.
- In 2019, the U.S. Supreme Court declined to hear the appeal.

City of Grants Pass Vs. Johnson

- Grants Pass, Oregon. City ordinances used to deal with homeless, such as camping on public property and parking overnight in city parks, were challenged based on the Eight Amendment, cruel and unusual punishment clauses. Ordinances could result in fines or jail.
- District Court ruled in favor of the plaintiffs. The Ninth Circuit Court of Appeals affirmed the ruling.
- June 28, 2024, the U.S. Supreme Court overturned the Circuit Court's ruling.
- Allows local government to enforce public-camping ordinances, with the Supreme Court highlighting the need for cities to have the flexibility to address homelessness while ensuring public safety and order.

Effects of Homelessness on a City

- A large homeless population can be draining on a community.
 - Ties up emergency rooms for medical care.
 - Spend more time in local jails for petty offenses at increased cost for operating the facility.
 - Can have an affect on a city's ability to attract tourists.
 - Cleanup costs due to litter and human waste.



Frequently Asked Questions

- **Can a city make being homeless illegal?... No.**
 - Laws that punish status or condition rather than criminal conduct have been struck down by the courts and considered cruel and unusual punishment.
- **Can a city enact a loitering prohibition?... Maybe.**
 - Courts struck down vague loitering ordinances in Kolender vs. Lawson and Chicago vs. Morales.
 - An ordinance that is general in nature that criminalizes loitering on a public street would most likely be struck down.
 - Ordinance would need to be specific and set for guidelines for law enforcement narrowly tailoring restrictions to loitering with a specific illegal purpose.

Frequently Asked Questions

- **Can a city prevent homeless people from panhandling in all public places?... No.**
 - Litigation related to bans on panhandling has centered on First Amendment free speech claims.
 - Courts have ruled that outlawing panhandling in all public places is unconstitutional.
 - Courts have found that safety and traffic congestion may be significant interests, but “mere annoyance” is not a sufficiently compelling reason to absolutely deprive an individual of his or her First Amendment rights.

Preliminary Assessment by the Police Dept.

- Twenty identified homeless in Lockhart.
 - Real number is most likely higher.
 - Identified through interactions with the police and library staff.
- Twelve (12) male homeless and eight (8) female homeless.
 - Nine (9) due to drug/alcohol addiction.
 - Five (5) with mental health issues.
 - One (1) due to a domestic violence situation.
 - Five (5) unknown.

Focus Group Meetings on the Homeless

- On December 14, 2023 and January 12, 2024, the City held meetings with religious leaders, business leaders and community partners; such as Bluebonnet Trails and Texas Workforce Solutions.
- Discussion of the homeless issue in Lockhart.
- Identify resources to deal with the issue.
- Local pastor who deals with the homeless said the problem is larger than 20 homeless.
- Estimation of 80-100 homeless in and around the city.
- Community consider affirmative steps to address the issue.

Focus Group Meetings on the Homeless

- Recruit volunteers to assist community response.
- Develop a multi-agency outreach team.
- Provide resources that can be specifically for adults and children.
- Acknowledged churches are autonomous and have varying missions/organizational statuses/and resources.
- Acknowledged churches are still recovering from COVID and its impact on resources.
- City to play a supportive role.

Strategies Used to Reduce Homelessness

- Assessment and Outreach – conduct surveys and partner with organizations that provide outreach services.
- Emergency shelters – establish and support emergency shelters to provide immediate relief from exposure and hunger.
- Supportive services – provide access to healthcare, mental health services, substance abuse treatment, and job training programs.
- Prevention programs – implement programs, such as rental assistance programs, eviction prevention programs, and financial literacy education.

Strategies Used to Reduce Homelessness

- Establish a community steering committee.
- Participating in the “Mayors Challenge to End Veteran Homelessness.”
A program through HUD to equip city leaders with tools to combat veteran homelessness.
- Develop community partnerships to pool resources and foster collaborative solutions.
- Educating law enforcement officers on alternatives to issuing citations and supporting police partnerships with mental health partners.
- Recruiting landlords in the city to assist in providing housing opportunities for individuals and families experiencing homelessness.

Strategies Used to Reduce Homelessness

- Improve transportation solutions.
- Implement preventative programs (mental health support, addiction treatment, etc.)
- Educating municipal court personnel on providing referrals to municipal court defendants to non-profit groups in the city that provide housing and other services.
- Working with the public and non-profit organizations to develop short-term/emergency shelter and potential long-term affordable housing strategies within the city.

Discussion

- Council direction?

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: July 2, 2024

AGENDA ITEM CAPTION: Discussion and consideration to accept the semi-annual report concerning the status of implementation of Chapter 31, "Impact Fees" of the 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: Consensus

BACKGROUND/SUMMARY/DISCUSSION: The report covers October 2023-March 2024. New impact fee studies for water-wastewater and roads were adopted on May 2, 2023. As such, the most recent reporting period reflects a move towards predominantly collecting at new impact fee rates as existing projects have continued building but more new projects have begun construction. The vast majority of the fees were received from the over 255 new houses permitted during the six-month reporting period, with the rest coming from one apartment development and several commercial projects. As a result of this high activity, fee receipts are only slightly down from the previous period, resulting in a record balance for the four accounts.

PROJECT SCHEDULE (if applicable): The most recent impact fee study and capital improvement plans were enacted May, 2 2023. A new study would need to begin within five years of that date.

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): Please see attached exhibits for impact fee activity and fund balance updates.

PREVIOUS COUNCIL ACTION: City Council passed the first impact fee study in January 2002. Updates have followed roughly every five years, resulting in the most recent impact fee and Capital Improvement Program Update, adopted on May 2, 2023.

COMMITTEE/BOARD/COMMISSION ACTION: The Impact Fee Advisory Committee met June 26, 2024. Upon receiving the update, the Committee did not recommend any changes to the impact fee program.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends no further action be taken at this time, but Capital Improvement Program updates may be needed, depending upon the findings of water and wastewater planning studies.

LIST OF SUPPORTING DOCUMENTS: Spring 2024 signed committee report to CC, impact fee Exhibit A Spring 2024, Impact Fee Exhibit B Spring 2024, .

IMPACT FEE REPORT

To Lockhart City Council – June 2024

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 44th status report since the City's impact fee ordinance was originally adopted on January 15, 2002, and is for the period from October 1, 2023 through April 1, 2024. It is the second 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 \$2,206,465 during the period covered by this report. Fees collected during the six-month period were for 255 new houses (315 last period), and several 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, 2024, including accrued interest, are shown in the table.

The total estimated cost of all of 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 2033, 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 \$9,904,319.

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 slightly decreased, with the total impact fee revenue in this six-month reporting period slightly lower than the previous reporting period, which was an all-time high. This period is the second 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, although a few of the fees received were for projects still 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 June 26, 2024, and unanimously voted to forward this semi-annual report to the City Council for the period ending on March 31, 2024, recommending that no further changes are necessary at this time.

Respectfully,



Philip Ruiz, Chair

Impact Fee Advisory Committee

EXHIBIT A

SPRING 2024 IMPACT FEE ACCOUNT BALANCES¹

	<u>October 1, 2023</u>	+	Revenue ²	–	Expense ³	<u>April 1, 2024</u>
Water	2,696,575		731,927		80,041	3,427,440
Wastewater	2,318,142		803,015		69,321	2,939,017
Roads (Service Area 1)	1,725,078		323,273		944	2,055,075
Roads (Service Area 2)	1,132,808		348,250		944	1,482,787
TOTAL	\$7,872,603		\$2,206,465		\$151,250	\$9,904,319

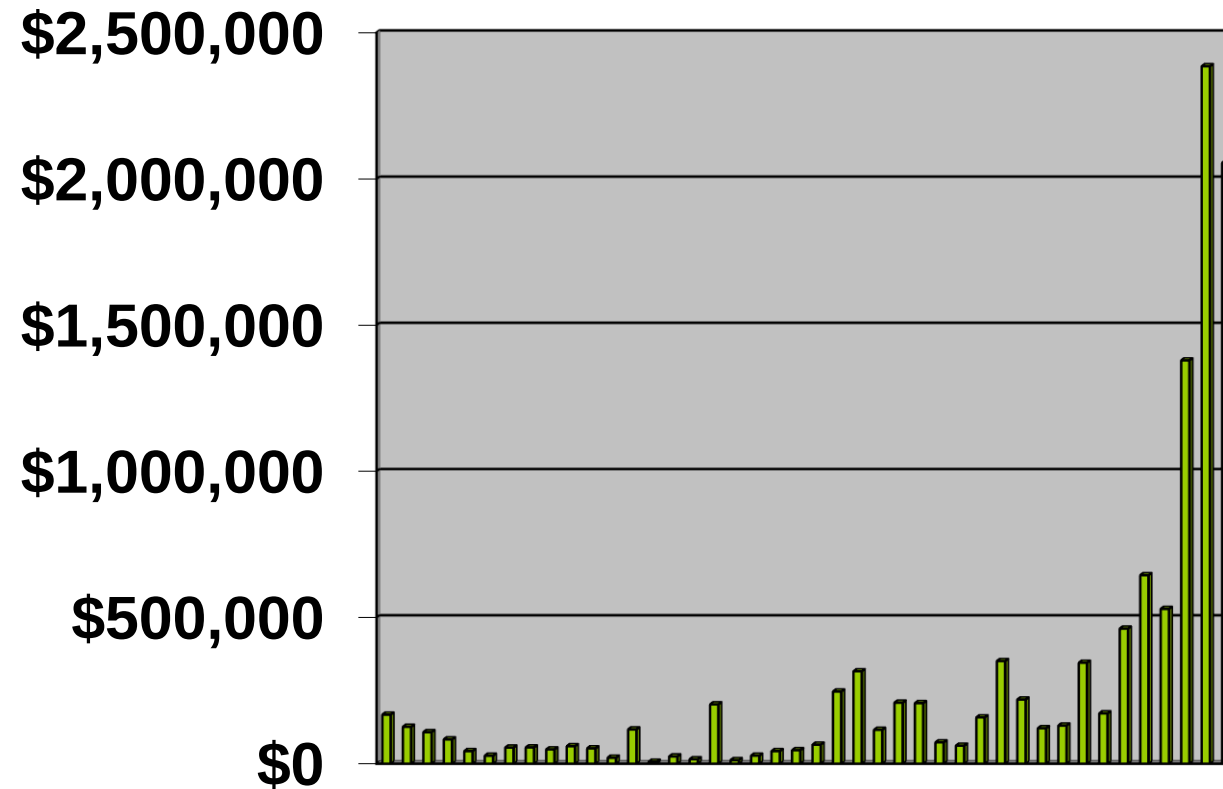
- 1. All amounts have been rounded to the nearest dollar.*
- 2. Revenue amounts include accrued interest.*
- 3. Expenses were due to invoices from impact fee update and water/wastewater master plan consultants.*

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:	\$101,656
Remaining amount of 1/2 estimated cost not yet spent:	59,957,412
Current balance on April 1, 2024:	\$9,904,319

EXHIBIT B

IMPACT FEE SEMI-ANNUAL REVENUE

July 2003-April 2024





Lockhart

T E X A S

2022-2023 Strategic Work Plan



The Strategic Planning Process

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

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

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

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



Day One – Management Team

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

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

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

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

Mission of Lockhart Management Team

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

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

Start – Stop – Continue

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

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

Start

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

Stop

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

Continue

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



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

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

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

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

Day Two – City Council

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

Expectations – City Council

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

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

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

City of Lockhart Vision:

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

Source: Lockhart 2020 Comprehensive Plan

Goal #1:

**City
Facilities**

Goal #2:

**Human Resources/
Staffing**

Goal #3:

**Parks &
Recreation**

Goal #4:

Infrastructure

Goal #5:

**Modernization &
Communications**

Goal #6:

**Development &
Quality of Life**

Goal #7:

**Revenue
Sustainability**

2022-2023 Goals:

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

Goal #1: City Facilities

To begin planning for new city facilities and offices.

Goal #2: Human Resources/Staffing

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

Goal #3: Parks & Recreation

To develop the Parks & Recreation program and services.

Goal #4: Infrastructure

To enhance physical infrastructure and branded wayfinding throughout Lockhart.

Goal #5: Modernization & Communications

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

Goal #6: Development & Quality of Life

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

Goal #7: Revenue Sustainability

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

Goal #1: City Facilities

To begin planning for new city facilities and offices.

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

Goal #2: Human Resources/Staffing

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

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

Goal #3: Parks & Recreation

To develop the Parks & Recreation program and services.

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

Goal #4: Infrastructure

To enhance physical infrastructure and branded wayfinding throughout Lockhart.

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

Goal #5: Modernization & Communications

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

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



Goal #6: Development & Quality of Life

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

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

Goal #7: Revenue Sustainability

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

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

City of Lockhart Leadership

The 2022 City Council and Management Team participating:

City Council:

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

Management Team:

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





City of Lockhart

2020-2021 Strategic Priorities

Prepared by:

