

PUBLIC NOTICE
AGENDA
LOCKHART CITY COUNCIL
April 15, 2025
CLARK LIBRARY ANNEX-COUNCIL CHAMBERS
217 SOUTH MAIN STREET, 3RD FLOOR
LOCKHART, TEXAS

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

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

DISCUSSION ONLY

- A. Presentation of proclamations declaring April 2025 as Child Abuse and Sexual Assault Awareness & Prevention Month. **5-6**
- B. Discuss Hotel Occupancy Tax (HOT) allocations as recommended by the HOT Advisory Board for the 2025 funding year. **7-182**
- C. Discuss Mid-Year Financial Report for FYE 2025. **183-193**
- D. Discuss the 2nd Quarter Fiscal Year 2025 Investment Report. **194-203**
- E. Discuss the Preliminary Budget and Tax Calendar for Fiscal Year 2025-2026. **204-205**
- F. Discussion regarding the disposal of three surplus ambulances owned by the City of Lockhart. **206-210**
- G. Discuss Ordinance 2025-08, amending Sections 28-21 and 28-23 of Article I, "Historic Districts and Landmarks Regulations and Procedures" of Chapter 28 "Historic Districts and Landmarks" to clarify the timeline for completion of work subject to a historic tax abatement and certification of historic tax abatements. **211-215**
- H. Discuss a request from Martin Spellerberg of Spellerberg Associates LLC to extend the one-year timeframe set forth in the approved tax abatement agreement to accommodate the 17-month construction timeline for the interior, HVAC, roofing, and rear facade improvements to a building in the Historic District located on part of Lot 4, Block 39, Original Town of Lockhart and addressed as 103 South Main Street. **216-228**
- I. Discussion regarding proposed Amendment 1 to the Seawillow Development Agreement relating to roadway alignment, school location, and water tower location. **229-382**

- J. Discuss a professional services agreement for engineering, legal, and financial review for a development agreement for a proposed residential development on approximately 280 acres located on Robin Ranch Road approximately 4,800 feet west of South Colorado Street/US 183. 383-396
- K. Presentation and discussion regarding update on the Feasibility Study for the implementation of Railroad Quiet Zones (RRQZ). 397-430
- L. Discussion regarding Ordinance 2025-09, vacating and releasing general utility easements in the abandoned Lapan Street and Red Oak Street and alleyways through 1120 South Colorado Street, 1126 South Colorado Street, 1021 Commerce Street and 1105 South Commerce Street. 431-439

7:30 P.M. REGULAR MEETING

1. CALL TO ORDER

Mayor Lew White

2. INVOCATION, PLEDGE OF ALLEGIANCE

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

3. PUBLIC COMMENT

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

4. CONSENT AGENDA

- A. Receive the Mid-Year Financial Report for FYE 2025. 440-450
- B. Acceptance of the 2nd Quarter Fiscal Year 2025 Investment Report. 451-460
- C. Approve the Preliminary Budget and Tax Calendar for Fiscal Year 2025-2026. 461-462
- D. Approve the disposal of three surplus ambulances owned by the City of Lockhart. 463-467
- E. Approve Ordinance 2025-09, vacating and releasing general utility easements in the abandoned Lapan Street and Red Oak Street and alleyways through 1120 South Colorado Street, 1126 South Colorado Street, 1021 Commerce Street and 1105 South Commerce Street. 468-476

5. DISCUSSION/ACTION ITEMS

- A. Discussion and/or action regarding Hotel Occupancy Tax (HOT) allocations as recommended by the HOT Advisory Board for the 2025 funding year. **477-652**
- B. Discussion and/or action to consider Ordinance 2025-08, amending Sections 28-21 and 28-23 of Article I, "Historic Districts and Landmarks Regulations and Procedures" of Chapter 28 "Historic Districts and Landmarks" to clarify the timeline for completion of work subject to a historic tax abatement and certification of historic tax abatements. **653-657**
- C. Discussion and/or action to consider a request from Martin Spellerberg of Spellerberg Associates, LLC to extend the one-year timeframe set forth in the approved tax abatement agreement to accommodate the 17-month construction timeline for the interior, HVAC, roofing, and rear facade improvements to a building in the Historic District located on part of Lot 4, Block 39, Original Town of Lockhart and addressed as 103 South Main Street. **658-670**
- D. Discussion and/or action regarding proposed Amendment 1 to the Seawillow Development Agreement relating to roadway alignment, school location, and water tower location. **671-824**
- E. Discussion and/or action to consider a professional services agreement for engineering, legal, and financial review for a development agreement for a proposed residential development on approximately 280 acres located on Robin Ranch Road approximately 4,800 feet west of South Colorado Street/US 183. **825-838**

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

- Update on Project 5C, which updates copper lines and improves electrical reliability.
- Staff is reviewing bids for Gateway Monument Sign project.
- Lockhart Municipal Airport runway paving scheduled to begin on May 5.
- City offices will be closed on Friday, April 18.
- Courthouse Nights music series begins April 18.
- Kiwanis 5K Stampede scheduled for April 26.
- Cinco de Mayo 5K/10K Run scheduled for May 3.
- Recent awards and acknowledgements for Lockhart.
- Report on LCRA Steps Forward volunteer program at Lions Park.

7. COUNCIL AND STAFF COMMENTS - ITEMS OF COMMUNITY INTEREST

8. **EXECUTIVE SESSION IN ACCORDANCE WITH THE PROVISIONS OF THE GOVERNMENT CODE, TITLE 5, SUBCHAPTER D, SECTION 551.071, PRIVATE CONSULTATION WITH ITS ATTORNEY TO SEEK ADVICE ABOUT LEGAL MATTERS SUBJECT TO ATTORNEY/CLIENT PRIVILEGE AND SECTION 551.072 OF THE TEXAS GOVERNMENT CODE, TO DELIBERATE THE PURCHASE, EXCHANGE, LEASE OR VALUE OF REAL PROPERTY IF DELIBERATION IN AN OPEN MEETING WOULD HAVE A DETRIMENTAL EFFECT ON THE POSITION OF THE GOVERNMENTAL BODY IN NEGOTIATIONS WITH A THIRD PERSON.**
 - A. Discussion regarding acquisition of multiple utility easements between S. Main Street and S. Commerce Street.
9. **OPEN SESSION**
 - A. Discussion and/or action regarding acquisition of multiple utility easements between S. Main Street and S. Commerce Street.
10. **ADJOURNMENT**

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

Posted on the bulletin board in the Municipal Building, 308 West San Antonio Street, Lockhart, Texas, on April 11, 2025 at 3:30 p.m.

Proclamation

WHEREAS, More than **34,994** cases of child abuse and neglect were confirmed in Texas in 2024 resulting in **9,754** children in foster care in Texas, and the death of **99** children in Texas in 2024; and

WHEREAS, **82** children were confirmed victims of abuse in Caldwell County in 2024; and

WHEREAS, child abuse prevention is a community responsibility and finding solutions depends on involvement among all people. Through the perseverance of our many community organizations working daily to end child abuse, we continually served children throughout the pandemic; and

WHEREAS, locally, representatives from Caldwell County Child Welfare Board, Caldwell County District Attorney's Office, Hays-Caldwell Women's Center and Roxanne's House, Texas Department of Family and Protective Services, Court Appointed Special Advocates (CASA), Lockhart and Luling Police Departments, Caldwell County Sheriff's Office, and CTMC have joined forces to provide preventive and supportive services to child victims and their families; and

WHEREAS, every child in Lockhart, Texas deserves to be safe, nurtured and supported in caring relationships; and

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

April 2025

as

"CHILD ABUSE PREVENTION AND AWARENESS MONTH"

and do hereby call upon the citizens of Lockhart to work together to raise awareness and prevent child abuse in our community and beyond.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of the City of Lockhart, Texas, this 15th day of April, 2025.

ATTEST:

Julie Bowermon
City Secretary



CITY OF LOCKHART

Lew White
Mayor

Proclamation

WHEREAS, 6.3 million Texans have experienced some form of sexual assault in their lifetime; and

WHEREAS, 2 in 5 women and 1 in 5 men in Texas have been sexually assaulted in their lifetime affecting all races, ages, genders and economic situations; and

WHEREAS, the Hays-Caldwell Women's Center provided direct services to **667** adult victims of sexual assault in Hays and Caldwell Counties last year; and

WHEREAS, the City of Lockhart is intolerant of sexual violence in any form and recognizes that education and awareness may prevent sexual assault; and

WHEREAS, efforts to reduce sexual assault can only be successful through citizen involvement, and the safety of the citizens of the City of Lockhart depends upon our actions to end sexual assault; and

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

April 2025

as

"SEXUAL ASSAULT AWARENESS & PREVENTION MONTH"

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of Lockhart, Texas, this 15th day of April 2025.

ATTEST:

Julie Bowermon
City Secretary



CITY OF LOCKHART

Lew White
Mayor

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: April 15, 2025

AGENDA ITEM CAPTION: Discuss Hotel Occupancy Tax (HOT) allocations as recommended by the HOT Advisory Board for the 2025 funding year.

ORIGINATING DEPARTMENT AND CONTACT: Finance - Keeli Michna

ACTION REQUESTED: Direction

BACKGROUND/SUMMARY/DISCUSSION: On April 3, 2025, the Hotel Occupancy Tax (HOT) Advisory Board met to review and discuss Hotel Tax funding applications for FYE 2025. The City of Lockhart collects a 7% Hotel Occupancy Tax from hotels, bed & breakfasts, and other lodging facilities. The revenue from the HOT fund may be used only to directly promote tourism and the hotel and convention industry. The Funding Application Form provides applicants the specific eligible uses of HOT funds under state law requirements, outlines city policy, and provides guidance on the priority uses for Hotel Tax funds. A copy of this form is attached for reference.

This funding cycle, the City received ten applications from eight organizations. The eight organizations include: Caldwell County Jail Museum, Courthouse Nights, Gaslight-Baker Theatre, Greater Caldwell County Hispanic Chamber of Commerce, Lockhart Chamber of Commerce, Lockhart Initiative for Tourism, Spellerberg Projects, and Troubador Image + Sound. All applicants were in attendance at the HOT Advisory Board meeting and made formal presentations. The total amount requested was \$323,000. This is an increase of \$100,500 over the amount requested in FYE 2024.

After discussion and consideration, the HOT Advisory Board submits a proposed funding allocation of \$225,000 for FYE 2025 to Council for review and final approval. The Board funding proposal presents an allocation that provides funding for two new applicants, the Lockhart Initiative for Tourism and Spellerberg Projects, while providing continued financial support to existing events and ongoing historical restoration and preservation projects.

Also attached are the FYE 2025 Application Funding Chart providing the HOT Advisory Board's detailed funding recommendations and the previous year's allocation history, and the submitted Funding Applications for review.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required: \$225,000

Account Number: 220-5199-2XX-00

Funds Available: \$103,859

Account Name: HOTEL/MOTEL EXPENDITURES

City of Lockhart, Texas

Council Agenda Item Cover Sheet

FISCAL NOTE (if applicable): Two quarters of revenue collections remain in FYE 2025.

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff request direction from the Council for the allocation of HOT funds.

LIST OF SUPPORTING DOCUMENTS: FYE 2025 - HOT Use Application Form, FYE 2025 - HOT Board Approved - Application Funding Chart, FYE 2025 - HOT Funding Applications, FYE 2025 HOT Applicant Presentations

FUNDING APPLICATION FORM

HOTEL OCCUPANCY TAX USE GUIDELINES UNDER TEXAS STATE LAW



State Law: By law of the State of Texas, the City of Lockhart collects a Hotel Occupancy Tax (HOT) from hotels, bed & breakfasts, and other lodging facilities. Under state law, the revenue from the HOT may be used only to directly promote tourism and the hotel and convention industry. **Chapter 351 of the Tax Code states that the use of HOT funds is limited to:**

- a) **Convention Centers and Visitor Information Centers:** the acquisition of sites for and the construction, improvement, enlarging, equipping, repairing operation and maintenance of convention center facilities or visitor information centers, or both;
- b) **Registration of Convention Delegates:** the furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants;
- c) **Advertising, Solicitations and Promotions that Directly Promote Tourism and the Hotel and Convention Industry:** advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity;
- d) **Promotions of the Arts that Directly Promote Tourism and the Hotel and Convention Industry:** the encouragement, promotion, improvement, and application of the arts that can be shown to have some direct impact on tourism and the hotel/convention industry. The impact may be that the art facility or event can show hotel nights that are booked due to their events or that guests at hotels attend the arts event. Eligible forms of art include instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms.
- e) **Historical Restoration and Preservation Activities that Directly Promote Tourism and the Hotel and Convention Industry:** historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums.
- f) **Sporting Event Expenses that Substantially Increase Economic Activity at Hotels:** Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the city or its vicinity.
- g) **Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations:**
 - 1. the commercial center of the city;
 - 2. a convention center in the city;

3. other hotels in or near the city; or
4. tourist attractions in or near the city.

The law specifically prohibits the use of the local hotel tax to cover the costs for general city transit costs to transport the general public.

h) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality.

City Policy: The City of Lockhart accepts applications from groups and businesses whose program fits into one or more of the above categories. All requests for funds should be submitted by the official application. The application will be reviewed by the City of Lockhart's HOT Advisory Board at a regularly scheduled meeting. The applicant may choose to be present at the meeting to answer any questions regarding the application.

Based on the application, the City of Lockhart's HOT Advisory Board will make a recommendation to the City Council. The City Council will make the final decision on your request.

Eligibility and Priority for Hotel Tax Funds: Priority will be given to those events and entities based on their ability to generate overnight visitors to the City of Lockhart. Events can prove this potential to generate overnight visitors by:

- a) **historic information on the number of room nights used during previous years of the same events;**
- b) **current information on the size of a room block that has been reserved at area hotels to accommodate anticipated overnight guests attending the funded event;**
- c) **historical information on the number of guests at hotel or other lodging facilities that attended the funded event (through surveys, guest directories, or other sources; and/or**
- d) **examples of the planned marketing of the programs and activities that will likely generate overnight visitors to local lodging properties from this event.**

Use of Revenues from Event: A portion of the revenues from any event and/or project receiving any type of funding assistance from the HOT funds should be channeled back into the future costs of operating that same event or the continued operation of the project.



**HOTEL OCCUPANCY TAX (HOT)
FUNDING APPLICATION REQUESTS
FYE 2025**

Organization (Alphabetical)	(A) Convention Center or visitor's center	(B) Registration of Convention Delegates	(C) Advertising, Solicitations, Promotional programs to attract tourists and convention delegates.	(D) Promotion of the Arts that directly enhance tourism and the hotel & convention industry. (limit 15% budget)***	(E) Historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs. (limit 15% budget)***	(F) Expenses including promotional expenses, directly related to sporting events.	(G) Funding transportation systems for transporting tourists from hotel to any of the following: 1) commercial center; 2) convention center; 3) other hotels; and 4) tourist attractions.	(H) Signage directing tourists to sights and attractions that are frequently visited by hotel guests in the municipality	TOTAL REQUESTED FUNDING FYE 2025	PRIOR YEAR ALLOCATIONS FYE 2024	BOARD APPROVED ALLOCATIONS FYE 2025
				\$30,000	\$30,000						
Caldwell County Jail Museum & Visitors Center (NP)*	\$ -	\$ -	\$ -	\$ -	\$ 15,000	\$ -	\$ -	\$ -	\$ 15,000	\$ 15,000	\$ 15,000
Gaslight-Baker Theater (NP)					15,000				15,000	15,000	\$ 15,000
Hispanic Chamber of Commerce (NP) Cinco de Mayo Festival			10,000	10,000					25,000	20,000	\$ 20,000
Hispanic Chamber of Commerce (NP) Diez y Seis Festival			5,000	15,000					25,000	20,000	\$ 20,000
Lockhart Chamber of Commerce (NP) Chisholm Trail Roundup, Rodeo, & Festival			25,000			35,000			60,000	60,000	\$ 60,000
Lockhart Chamber of Commerce (NP) Visitor's Bureau & Information Center	25,000		25,000						130,000	77,500	\$ 50,000
Lockhart Initiative for Tourism (LIT) (NP) Marketing website			10,000	-					10,000	-	\$ 10,000
Courthouse Nights Corp. (NP)			15,000						20,000	10,000	\$ 15,000
Spellerberg Projects (FP) Create Texas Cultural District				5,000					5,000	-	\$ 5,000
Troubador Image + Sound (NP) 78644 Podcast			15,000						18,000	5,000	\$ 15,000
	\$ 25,000	\$ -	\$ 105,000	\$ 30,000	\$ 30,000	\$ 35,000	\$ -	\$ -	\$ 323,000	\$ 222,500	\$ 225,000

CURRENT HOT FUNDS AVAILABLE: \$ 103,859

*Abbreviations: Non-Profit (NP) | For-Profit (FP) - as stated on application.

PROJECTED FYE 2025 YEAR-END HOT FUNDS AVAILABLE: \$ 200,000

***Limit of 15% based on projected FYE 2025 available fund balance (\$200,000). This amount represents the absolute maximum cap.

**HOTEL OCCUPANCY TAX (HOT)
FUNDING APPLICATION REQUEST
FYE 2025**

**CALDWELL COUNTY JAIL MUSEUM &
VISITORS CENTER**

Application

Date: 3/15/2025 (for 2025)

Organization Information

Name of Organization: Caldwell County Historic Jail Museum & Visitors Center
(Operated by: Caldwell County Historical Commission)

Address: 315 East Market Street (Mailing Address: PO Box 1419)

City, State, Zip: Lockhart, TX 78644

Contact Name: Coyle Buhler, Chair Contact Phone Number: 512-376-8636

Web Site Address for Event or Sponsoring Entity: <http://caldwellcountyhistoricalcommission.org/home.html>
(<https://m.facebook.com/CaldwellCountyHistoricalCommission/>)

Non-Profit or For-Profit status: Non-Profit Tax ID #: 74-0750132

Entity's Creation Date: 1974

Purpose of your organization: Heritage Tourism. Strategically located and highly visible, the historic Jail Museum & Visitors Center will attract, entertain and educate over 2,250 tourists and visitors throughout a typical year with tourism-related information, public interpretive exhibits, outreach programs and special events. The historic 1909 Caldwell County Jail building is fully open to the traveling public and a tremendous tourist attraction alone. To promote local heritage tourism, the historic Jail Museum collects, identifies, and preserves historical material pertaining to the rich history of Lockhart, Caldwell County, and its residents. The Jail Museum & Visitors Center collection consists of the historic jail building, local area relevant historic artifacts, photographs, books, documents and maps. The Jail Museum & Visitors Center is operated by the Caldwell County Historical Commission.

Event Information

Name of Event or Project: Caldwell County Historic Jail Museum & Visitors Center

Date of Event or Project: 1/1/2025-12/31/2025

Primary Location of Event or Project: 315 East Market Street, Lockhart, TX 78644

Amount Requested: \$ 15,000

How will the funds be used: The funds will be used consistent with Chapter 351 (e) of the Texas Tax Code. This includes historical restoration, preservation and maintenance activities and advertising, conducting solicitations and promotional programs to encourage tourists and convention delegates to



visit preserved historic sites or museums. The funds will be used to preserve, repair, restore and maintain the historic Museum structure and historic materials exhibited. Also, the funds will be used for heritage-tourism related advertizing and informational materials (See attach budget). In addition on weekends, using other donated funds, when the Chambers of Commerce and many other points of interest may be closed, the Jail Museum & Visitors Center will support the community tourism-related efforts as a visible tourist attraction, providing brochures and other local information to visiting tourists. The historic Jail Museum & Visitors Center **does not** intend to replace, but augment, the one primary designated visitor's center for the City of Lockhart. HOT funds **will not** be used for visitor center direct operating expenses.

Primary Purpose of Funded Activity/Facility: **Preserve and maintain the historic Jail Museum and promote Heritage Tourism. Approximately 90% of the expected over 2,250 registered weekend visitors in a typical year are tourists from outside Caldwell County. In the past, the Jail Museum & Visitors Center has hosted visitors from over 224 different Texas cities and over 46 different states. Also, the Jail Museum & Visitors Center has hosted international tourists representing over 57 foreign countries. The Jail Museum & Visitors Center is a community non-profit operation supported by many dedicated volunteers. The vast majority of support activities for the Jail Museum & Visitor Center are performed by unpaid volunteers. Over 1,600 registered hours of volunteer work were documented in the past year. A docent is on duty to welcome and inform all guests during hours of public operation. The requested HOT funds will **NOT** be used to offset the cost of docent related activities or direct visitor center operating expenses. The HOT funds will be used to preserve, repair, restore, protect and maintain the historic Museum structure and historic materials exhibited. Also, the funds will be used for Lockhart historical tourism-related promotional materials (consistent with Chapter 351 (e) of the Texas Tax Code).**

Percentage of Hotel Tax Support of Related Costs: "Costs" are only event-related (see attached budget)

49.8 Percentage of Total **Event Costs** Covered by Hotel Occupancy Tax

70.5 Percentage of Total **Facility Costs** Covered by Hotel Occupancy Tax for the Funded Event
(Consistent with Chapter 351 (e) of the Texas Tax Code)

0 Percentage of **Staff Costs** Covered by Hotel Occupancy Tax for the Funded Event
(Funds are not used for Museum Docent activities – all maintenance is by contract labor)

If staff costs are covered, estimate percentage of time staff spends annually on the funded event(s)
compared to other activities 0 %



Which Category or Categories Apply to Funding Request, and Amount Requested Under Each Category:

- ☐ a) **Convention Center or Visitor Information Center:** construction, improvement, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both. Amount requested under this category: \$ -0.00- [see Item (e) below]. ♦
- ☐ b) **Registration of Convention Delegates:** furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants. Amount requested: \$ _____
- ☐ c) **Advertising, Solicitations, Promotional programs to attract tourists and convention delegates** or registrants to the municipality or its vicinity. Amount requested under this category: \$ _____
- ☐ d) **Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry:** the encouragement, promotion, improvement, and application of the arts that can be shown to have some direct impact on tourism and the hotel/convention industry. The impact may be that the art facility or event can show hotel nights that are booked due to their events or that guests at hotels attend the arts event. Eligible forms of art include instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and soundrecording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms : \$ _____
- ☒ e) **Historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums.** Amount requested under this category: \$ 15,000
- ☐ f) **Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the city or its vicinity.** Amount requested under this category: \$ _____

How many individuals are expected to participate in the sporting related event? _____

How many of the participants at the sporting related event are expected to be from another city or county? _____

Quantify how the sporting related event will substantially increase economic activity at hotels within the city or its vicinity?

- ☐ g) **Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations: 1) the commercial center of the city; 2) a convention center in the city; 3) other hotels in or near the city; and 4) tourist attractions in or near the city.** Amount requested under this category: \$ _____

What sites or attractions will tourists be taken to by this transportation? _____



Will members of the general public (non-tourists) be riding on this transportation? _____

What percentage of the ridership will be local citizens? _____

- ☐ h) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality. Amount requested under this category: \$ _____

What tourist attractions will be the subject of the signs?

Questions for All Funding Request Categories:

1. How many years have you held this Event or Project: 41 (Started In 1983)
2. Expected Attendance: Over 2,250
3. How many people attending the Event or Project will use City of Lockhart hotels? ?
Number of the people many nights will they stay: ?
4. Do you reserve a room block for this event at an area hotel and if so, for how many rooms and at which hotels: No. Very seldom does an out-of-town visitor book lodging in advance just to visit only a museum or visitors center. But, many of the visitors to the Jail Museum & Visitors Center come exclusively to witness, learn and discover the rich history of Lockhart and Caldwell County. While doing so, the visitors are directed by the Jail Museum Docent to local lodging, restaurants, and many other points of interest in the area. Consistently, over 90% of the registered weekend visitors are from outside Caldwell County and are ideal prospects for over-night lodging. Many are from another state, or another country, and in need of lodging. The Jail Museum & Visitor Center is open with comprehensive visitor information on the weekend, when many other tourist information locations are closed.
5. List other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from HOT and the number of hotel rooms used:

Month/Year Held	Assistance Amount	Number of Hotel Rooms Used
<u>2024</u>	<u>\$ 15,000.00</u>	<u>?</u>
<u>2023</u>	<u>\$ 17,000.00</u>	<u>?</u>
<u>2022</u>	<u>\$ 5,000.00</u>	<u>?</u>
<u>2021</u>	<u>\$ 4,000.00</u>	<u>?</u>



6. How will you measure the impact of your event on area hotel activity (e.g.; room block usage information, survey of hoteliers, etc.)? The Jail Museum & Visitors Center attempts to register each and every visitor. Approximately 25%-30% refuse or fail to register. We will attempt to obtain the visitor over-night lodging statistical information.
7. Please list other organization, government entities, and grants that have offered financial support to your project: The Jail Museum & Visitors Center is a community non-profit operation supported by many dedicated volunteers and donors. It depends on and appreciates all donations, both large and small. Excluding HOT funds, total donations in most years are well below the costs of maintaining the building. Without HOT funds, the Jail Museum would suffer a large net funds deficit. Caldwell County supports the Jail Museum & Visitors Center by providing the historic jail building with periodic minor maintenance at no cost. In addition, Caldwell County has provided a total of \$4,000 cash over the past five years to supplement operating costs. In addition, for many prior years in the Fall, typically approximately 400 additional visitors would come to Lockhart from around central Texas to the very popular and successful "Speaking of the Dead: Intriguing Stories of the Past". It is a twilight and after-dark historical adventure fund raiser, where visitors meet many "Kindred Spirits" that have "come back from the grave" to tell their personal stories about the historic Lockhart area. The Caldwell County Historical Commission has collaborated with many other local organizations (i.e. City of Lockhart, LISD, Gaslight-Baker Theater, Chamber) to sponsor Jail Museum & Visitors Center outreach activities to raise donated funds for the benefit of the Jail Museum & Visitors Center preservation expenses. These out-reach programs bring many additional tourists to Lockhart and have been fund-raising activities to fund the Jail Museum & Visitor Center operations and preservation budget.
8. Will the event charge admission? Do you anticipate a net profit from the event? If there is a net profit, what is the anticipated amount and how will it be used?
A donation of \$5 for adults and \$3 for children is suggested for a tour of the Museum exhibits and upper floors containing the historic jail cells. There has not been a Visitor Center annual operating funds surplus since beginning operations. We depend on outside donations to cover shortfalls.



9. Please list all promotion efforts your organization is coordinating and the amount financially committed to each media outlet: The Jail Museum & Visitors Center does not have funds to engage in paid heritage promotions, unless provided through HOT funding.

Newspaper: \$ PSAs
Radio: \$ PSAs
TV: \$ PSAs
Other Paid Advertising: \$ 1,802.79 (2022) & 471.27 (2023) & 269.26 (2024)

Number of Press Releases to Media: 35 (2022 & 2023 & 2024)

Number Direct Mailings & Emailing to out-of-town recipients: ~9,650 (2022 & 2023 & 2024)

Other Promotions: To promote and publicize local attractions to tourists from outside of Lockhart, the historic jail building has been made available to multiple film groups and to paranormal groups that conducted experiments in an attempt to detect any "ghosts" or "spirits". They also produce and host widely viewed internet videos and podcasts. We have continued to be featured on "Day Tripper" television program. The Jail Museum & Visitors Center has been featured in numerous publications, including the Texas Hill Country Magazine. Annually, volunteers conduct several weekday educational tours and local heritage presentations for K-12 and university classes, Scout troops, and Chamber of Commerce bus tours. In the past, the Jail Museum & Visitors Center has participated in a local homes tour conducted by a local service sorority. These many out-reach programs bring many additional tourists and visitors to Lockhart. The Museum distributes promotional brochures to museums and towns throughout Texas for redistribution. As mentioned in #7 above, in many past years, typically over 400 additional visitors have come to Lockhart from around central Texas to the very popular and successful "Speaking of the Dead: Intriguing Stories of the Past".

10. Will you include a link to local hotels on your website for booking during this event?
Yes, if authorized and provided.
11. Will you negotiate a special rate or hotel/event package to attract overnight stays? ____
We will promote any special rates offered by local lodging through existing platforms.



12. What new marketing initiatives will you utilize to promote hotel and convention activity for this event? We will include local lodging info on existing platforms and with in-house displays of provided materials and information.
13. What geographic areas does your advertising and promotion reach: Worldwide, through the internet. As a past example, groups from Australia and Oregon came to Lockhart exclusively to visit the Lockhart Cemetery, Jail Museum, and area historic sites on family heritage trips. The Jail Museum & Visitor Center aided in the visitors' trip planning, research and coordination. All was completed both via internet and in-person at the Jail Museum & Visitor Center. In the past, the Jail Museum & Visitors Center has hosted and registered visitors from over 224 different Texas towns and cities, over 45 different states, and over 57 foreign countries.
14. How many individuals will your proposed marketing reach who are located in another city or county? Over 2,025 in-person (90%- based on prior year stats) and 1000's via the internet & email
15. If the funding requested is related to a permanent facility (e.g. museum, visitor center):
Expected Attendance Monthly/Annually: Over 2,250/ distributed fairly equally over the year.
Percentage of those in attendance that are staying at area hotels/lodging facilities: ? %
Note: Consistently, over 90% of the registered weekend visitors to the Jail Museum & Visitors Center are from outside Caldwell County and ideal prospects for local over-night lodging. We do not have any current data as to the number or percent that are staying in local lodging facilities.

Please Submit To:

City of Lockhart HOT Advisory Board
c/o Finance Department
P.O. Box 239
Lockhart, TX 78644



**HISTORIC CALDWELL COUNTY JAIL MUSEUM
&
VISITORS CENTER**



HERITAGE TOURISM

PROPOSAL

**HISTORIC CALDWELL COUNTY JAIL MUSEUM
&
VISITORS CENTER
Lockhart, Texas**

**Operated by
CALDWELL COUNTY
HISTORICAL COMMISSION**

**MISSION STATEMENTS
OF
THE HISTORIC CALDWELL COUNTY JAIL MUSEUM & VISITORS CENTER**

Located in the City of Lockhart, the mission of the Historic Caldwell County Jail Museum & Visitors Center is to promote heritage tourism for the economic benefit of Lockhart and surrounding Caldwell County, by preserving, exhibiting and sponsoring the recorded and material history of the area.

Strategically located and highly visible, the Jail Museum & Visitors Center will attract, entertain and educate over 2,250 tourists and visitors throughout a typical non-pandemic year with tourist-related information, public interpretive exhibits, outreach programs and special events.

On weekends, when the Chambers of Commerce and many other points of interest are closed, the Jail Museum & Visitors Center will support the community tourist-related efforts as a visible tourist attraction, providing brochures and other local information to visiting tourists. The Jail Museum & Visitors Center will augment, not replace, the City's primary visitors center.

The Jail Museum will collect, identify, and preserve historical material pertaining to the rich history of Lockhart, Caldwell County, and its residents and visitors. The Jail Museum collection will consist of the historic jail building, local area relevant historic artifacts, photographs, books, documents and maps.

REQUEST FOR A HOTEL OCCUPANCY TAX FUND ALLOCATION

We respectfully request an amount of \$15,000 from the prospective allocation of the Hotel Occupancy Tax Fund. This money will be allocated exclusively to preserve, repair, restore and maintain the historic Museum structure and historic materials exhibited. Also, the funds will be used to promote heritage-tourism related advertizing and informational materials consistent with Chapter 351 (e) of the Texas Tax Code.

**HISTORIC CALDWELL COUNTY JAIL MUSEUM
&
VISITORS CENTER
Lockhart, Texas**

Operated by
CALDWELL COUNTY HISTORICAL COMMISSION

Annual Funds Recap: Over the past year, the Historic Caldwell County Jail Museum & Visitor Center received **\$15,000** funding from the City's annual Hotel Occupancy Tax Fund distribution. **Thank You!** A total distribution of **\$15,000** is anticipated and requested for the coming year. **The total amount received from the Hotel Occupancy Tax Fund distribution will be used to partially off-set the expense to preserve, repair, restore, maintain and promote the historic Museum structure, its historical exhibits, and promote local heritage-tourism.** The Jail Museum & Visitor Center is a community non-profit operation.

HOT Fund Allocation Request: The Jail Museum & Visitor Center total operating expenses for **2025** are budgeted at **\$30,150** for the upcoming fiscal year (budget attached). The building preservation/restoration/repairs and advertizing/promotional HOT qualifying expenses budgeted for the year total **\$22,590**. Any short-fall in the overall Jail Museum & Visitors Center annual operating budget must be made-up from donations and year-round fund raising activities.

For the coming fiscal year, we respectfully request \$15,000 from the Hotel Occupancy Tax Fund distribution. This money will be allocated consistent with Chapter 351(e) of the Texas Tax Code. This requested distribution would help overcome short-falls in fund raising for building restoration, preservation, maintenance, and the promotion of heritage-tourism.

Jail Museum & Visitors Center Tourism Benefits: The Lockhart area history and heritage are its greatest assets. The Jail Museum & Visitors Center stands tall as a strategically located and highly visible focal point for weekend tourists and visitors to Lockhart. As conditions and precautions allow, the Visitors Center will be open every weekend when most tourists are in the area. It will be open on Saturdays and Sundays, when many other local tourist information locations are closed. Also, many times volunteers are able to accommodate special requests for tours during the week. The Jail Museum & Visitors Center operation interacts with a large variety of groups of tourists and local public throughout the year.

In a typical year, the Museum & Visitors Center receives over 2,000 registered guests. Over 90% of our weekend visitors were tourists from outside the Caldwell County area. In the past, the Visitors Center has hosted visitors from over 224 different Texas cities and 45 different states, including as far-away as Alaska and Connecticut. Also, the Visitors Center has hosted international tourists representing over 57 foreign countries (including: Japan, South Korea, China, Russia, Philippines, Singapore, Indonesia, Australia, New Zealand, India, Bangladesh, Ukraine, Russia, Germany, Denmark, Sweden, Finland, Turkey, Greece, Hungary, France, Italy, Spain, Israel, England, Scotland, Ireland, Kenya, Nigeria, Argentina, Venezuela, Colombia, Ecuador, Nicaragua, Guatemala, Barbados, Puerto Rico, Jamaica, Mexico and Canada).

Jail Museum & Visitors Center Heritage Tourism Outreach: To promote and publicize local attractions to tourists from outside of Lockhart, the historic jail building has been made available to multiple film groups and to paranormal podcast groups that conducted experiments in an attempt to detect “spirits from the past”. We have continued to be featured on the “Day Tripper” television program and the *Texas Hill Country Magazine*. Every time the Jail Museum is featured, Lockhart and the Jail Museum & Visitors Center receive a great response with increased out-of-town visitors. To promote and publicize local attractions year-round to tourists and visitors already in Lockhart, the Jail Museum Visitors Center will continue to distribute appropriate local tourism brochures made available to us by various groups.

For many past years, in the early Fall, typically over 400 additional visitors come to Lockhart from around central Texas to the very popular and successful “Speaking of the Dead: Intriguing Stories of Lockhart Past”. It is a twilight and after-dark historical adventure, where visitors meet many “Kindred Spirits” that have “come back from the grave” to tell their personal stories about the historic Lockhart area. The Caldwell County Historical Commission sponsors this historical tourism outreach for the benefit for the Jail Museum & Visitors Center. It brings many additional tourists to Lockhart and has been the primary fund-raising activity for the Jail Museum & Visitors Center.

Volunteer Support Activities: The Jail Museum & Visitors Center is a community non-profit operation supported by many dedicated volunteers. It depends on and appreciates all donations, both large and small. The vast majority of support activities for the Jail Museum & Visitor Center are performed by unpaid volunteers outside the posted hours of public operation. Over **1600 volunteer hours** were documented for the past year. In addition to the activities previously mentioned, we have conducted several educational tours for K-12 and university classes, Boy Scout troops, and Chamber of Commerce bus tours. These and other outreach programs bring many additional tourists and visitors to Lockhart.

In addition to tourist-related operations, the historic Jail Museum building is undergoing a multi-year program of planned restoration and preservation as funds become available from specific grants and donations. Hotel Occupancy Tax funds have been allocated to restoration, preservation and maintenance projects. These activities are typically scheduled during non-public hours and do not interfere with the Visitors Center’s beneficial tourist-related operation. The rich history and heritage of the local area is also actively promoted as funds are available.

Thank You: On behalf of the Historic Caldwell County Jail Museum & Visitors Center, I would like to thank the Lockhart City Council, the HOT Advisory Board, and the Finance Department for its foresight and funding in the past years. We encourage you to continue your support for this historic Lockhart jewel. The Jail Museum & Visitors Center offers a great economic benefit to the entire community.

Respectfully submitted,

Coyle Buhler, Chair
Caldwell County Historical Commission
Historic Caldwell County Jail Museum & Visitors Center

HISTORIC CALDWELL COUNTY JAIL MUSEUM and VISITORS CENTER

<u>ANNUAL EXPENSES (*HOT Qualified):</u>	<u>2024 Actual</u>	<u>2025 Budget</u>
Docent – Labor	\$ 2,340.00	\$ 2,575.00
Credit Card Fees	1,385.37	1,000.00
City of Lockhart - Utilities	2,625.70	2,890.00
Insurance – Property Preservation*	1,559.00	1,715.00
Telephone - ATT	537.56	600.00
Supplies – Operations	220.15	300.00
Supplies – Maintenance / Preservation / Repairs*	181.52	250.00
Maintenance – Building Preservation (Labor)*	3,067.09	3,375.00
Advertizing / Promotion – Materials*		500.00
Pest Control – Termites / Ants/Bees*	411.36	1,000.00
Promotion / Advertizing – Heritage Tourism*	269.26	750.00
Fees / Other	144.00	200.00
Restoration / Preservation (Special Projects Backlog)*	10,387.95	15,000.00
TOTAL MUSEUM EXPENSES (Calendar Year)	\$23,128.78	\$ 30,150.00

MUSEUM RESTORATION / PRESERVATION (*HOT QUALIFIED) BACKLOG

Electrical: Repairs / Upgrades	\$ 9,800.00
Exterior: Preservation / Repairs / Painting	5,500.00
Windows: Restoration / Repairs / Replacements / Security	3,500.00
Accessibility Upgrades	3,250.00
Interior: Preservation / Repairs / Painting	6,500.00
Third Floor: Archive Storage Space Security / Rehab / Preservation	6,400.00
Environmental: Air Conditioning/Dehumidification Upgrades/Repairs (3 rd)	4,250.00
Museum Signage / Displays: Repairs / Preservation / Security	2,750.00
Plumbing: Repairs / Upgrades / Maintenance	5,500.00
Inventory / Records-Graffiti Recording / Preservation	3,200.00
Basement & Tree Damage Cleanup / Rehab / Upgrades	8,000.00
Security: Cameras, Electronics, Miscellaneous Supplies and Maintenance	5,250.00
TOTAL PRESERVATION / RESTORATION BACKLOG*	\$63,900.00

**HOTEL OCCUPANCY TAX (HOT)
FUNDING APPLICATION REQUEST
FYE 2025**

COURTHOUSE NIGHTS CORP.

Application

Date: 3/24/25

Organization Information

Name of Organization: Courthouse Nights Corp.

Address: 610 S. Main St.

City, State, Zip: Lockhart, TX 78644

Contact Name: Rachel Lingvai Contact Phone Number: 512-689-2726

Web Site Address for Event or Sponsoring Entity <https://www.rachandrhowesrepresents.com/courthouse-nights>

Non-Profit or For-Profit status: Non-Profit Tax ID #: 33-3190222

Entity's Creation Date: 1/28/25 as a non-profit, through Rach & Rhodes from May 2021

Purpose of your organization: Courthouse Nights' primary purpose is to bring our community together through music and the arts.

Event Information

Name of Event or Project: Courthouse Nights

Date of Event or Project: April-August, 3rd Friday of the month - 5 events

Primary Location of Event or Project: Downtown Lockhart Square

Amount Requested: \$ 20,000

How will the funds be used: The funds will be used for everything! Each month costs roughly 5k. This includes booking talent, hiring a professional sound team, hiring a professional photographer, insuring ourselves possibly merch (tshirts, hats), feeding everyone on our team plus talent, marketing ourselves (print & digital).

Paying staff.



Primary Purpose of Funded Activity/Facility:

Our primary purpose of Courthouse Nights is to bring our community together on the Lockhart square to celebrate eachother! Our community is diverse and we purposely book talent to showcase that! We strive to book a line-up that reflects all of us and brings us all together. Another purpose of CN is to highlight our downtown businesses. We purposely do not allow vending in order to drive revenue into the hands of our local owners & operators.

Percentage of Hotel Tax Support of Related Costs *If granted 20k

75 Percentage of Total **Event Costs** Covered by Hotel Occupancy Tax

 Percentage of Total **Facility Costs** Covered by Hotel Occupancy Tax for the Funded Event

25 Percentage of **Staff Costs** Covered by Hotel Occupancy Tax for the Funded Event

If staff costs are covered, estimate percentage of time staff spends annually on the funded event(s) compared to other activities 50 %

Which Category or Categories Apply to Funding Request, and Amount Requested Under Each Category:

- ☐ **a) Convention Center or Visitor Information Center:** construction, improvement, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both. Amount requested under this category: \$
- ☐ **b) Registration of Convention Delegates:** furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants. Amount requested under this category: \$
- ☐ **c) Advertising, Solicitations, Promotional programs to attract tourists and convention delegates** or registrants to the municipality or its vicinity. Amount requested under this category: \$
- ☒ **d) Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry:** the encouragement, promotion, improvement, and application of the arts that can be shown to have some direct impact on tourism and the hotel/convention industry. The impact may be that the art facility or event can show hotel nights that are booked due to their events or that guests at hotels attend the arts event. Eligible forms of art include instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording,



and other arts related to the presentation, performance, execution, and exhibition of these major art forms : \$ 20,000

☐ **e) Historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums.** Amount requested under this category: \$ _____

☐ **f) Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the city or its vicinity.** Amount requested under this category: \$ _____

How many individuals are expected to participate in the sporting related event? _____

How many of the participants at the sporting related event are expected to be from another city or county? _____

Quantify how the sporting related event will substantially increase economic activity at hotels within the city or its vicinity?

☐ **g) Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations: 1) the commercial center of the city; 2) a convention center in the city; 3) other hotels in or near the city; and 4) tourist attractions in or near the city.** Amount requested under this category: \$ _____

What sites or attractions will tourists be taken to by this transportation? _____

Will members of the general public (non-tourists) be riding on this transportation? _____

What percentage of the ridership will be local citizens? _____

☐ **h) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality.** Amount requested under this category: \$ _____

What tourist attractions will be the subject of the signs?



Questions for All Funding Request Categories:

1. How many years have you held this Event or Project: 4
2. Expected Attendance: 400+/month x 5 = 20,000
3. How many people attending the Event or Project will use City of Lockhart hotels? 1/2
Number of the people many nights will they stay: 1 or 2
4. Do you reserve a room block for this event at an area hotel and if so, for how many rooms and at which hotels: No. Not for guests. But I do need to look into booking for one of our bands this season.

5. List other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from HOT and the number of hotel rooms used:

Month/Year Held	Assistance Amount	Number of Hotel Rooms Used
Received 2024's in January of this year, 10k, some of which we have used to pay staff, artists & design for the coming season.		

6. How will you measure the impact of your event on area hotel activity (e.g.; room block usage information, survey of hoteliers, etc.)? survey of hoteliers, airbnb owners, etc.

7. Please list other organization, government entities, and grants that have offered financial

support to your project: City of Austin Live Music Fund 2023, Every year we have financial sponsors in order for this to happen. We have a list of present & past sponsors I can provide, both private and commercial



-
-
8. Will the event charge admission? Do you anticipate a net profit from the event? If there is a net profit, what is the anticipated amount and how will it be used?

It is a free event for the community. We do not net a profit.

9. Please list all promotion efforts your organization is coordinating and the amount financially committed to each media outlet:

Newspaper: \$ _____

Radio: \$ _____

TV: \$ _____

Other Paid Advertising: \$ 4k - print ads, poster art, content creation, banners, season lineup posters, merchandise (wearable adverts)

Number of Press Releases to Media _____

Number Direct Mailings to out-of-town recipients _____

Other Promotions We have never had enough raised to even begin to put towards media outlets.
This is where the city's grant money could really help us. We do spend hours upon hours creating social media blasts.

10. Will you include a link to local hotels on your website for booking during this event?

Yes, we can.

11. Will you negotiate a special rate or hotel/event package to attract overnight stays?

We will try.

12. What new marketing initiatives will you utilize to promote hotel and convention activity for this event?

When promoting shows, be sure to have a page that reflects overnight stay options (Best Western, etc.)

13. What geographic areas does your advertising and promotion reach: _____

Central Texas (Austin, San Marcos, San Antonio), Houston, Louisiana this season - we have a 2 time winning Grammy zydeco band from the bayou this season.



14. How many individuals will your proposed marketing reach who are located in another city or county? 30k

15. If the funding requested is related to a permanent facility (e.g. museum, visitor center):

Expected Attendance Monthly/Annually: _____

Percentage of those in attendance that are staying at area hotels/lodging facilities: _____%

Please Submit to:

City of Lockhart HOT Advisory Board
c/o Finance Department
P.O. Box 239
Lockhart, TX 78644



**HOTEL OCCUPANCY TAX (HOT)
FUNDING APPLICATION REQUEST
FYE 2025**

GASLIGHT-BAKER THEATER

Application

Date: March 21, 2025

Organization Information

Name of Organization: Gaslight-Baker Theatre

Address: 216 S. Main

City, State, Zip: Lockhart, TX, 78644

Contact Name: Jason Jones Contact Phone Number: 512-563-6975

Web Site Address for Event or Sponsoring Entity www.mygbt.org

Non-Profit or For-Profit status: Non-profit Tax ID #: Ein: 26-0312298

Entity's Creation Date: _____

Purpose of your organization: Community Theatre

Event Information

Name of Event or Project: Restoration of Buildings

Date of Event or Project: 2025

Primary Location of Event or Project: The "Gaslight", our newly renovated education, theatre and lobby space next door to the Baker and the Baker

Amount Requested: \$ \$15,000

How will the funds be used: _____

If the project is approved by the HOT fund committee, the money will be used to repoint the bricks on the space at 218 S. Main, restore the wood elements of the facade and repaint both buildings. If the project is not approved, we will just repaint and continue the restoration project of the Baker itself



Primary Purpose of Funded Activity/Facility: Primarily as education, lobby space and a small venue for smaller draw shows.

Percentage of Hotel Tax Support of Related Costs

_____ Percentage of Total **Event Costs** Covered by Hotel Occupancy Tax

95-100 Percentage of Total **Facility Costs** Covered by Hotel Occupancy Tax for the Funded Event

_____ Percentage of **Staff Costs** Covered by Hotel Occupancy Tax for the Funded Event

If staff costs are covered, estimate percentage of time staff spends annually on the funded event(s) compared to other activities _____ %

Which Category or Categories Apply to Funding Request, and Amount Requested Under Each Category:

- ☐ **a) Convention Center or Visitor Information Center:** construction, improvement, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both. Amount requested under this category: \$ _____
- ☐ **b) Registration of Convention Delegates:** furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants. Amount requested under this category: \$ _____
- ☐ **c) Advertising, Solicitations, Promotional programs to attract tourists and convention delegates** or registrants to the municipality or its vicinity. Amount requested under this category: \$ _____
- ☐ **d) Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry:** the encouragement, promotion, improvement, and application of the arts that can be shown to have some direct impact on tourism and the hotel/convention industry. The impact may be that the art facility or event can show hotel nights that are booked due to their events or that guests at hotels attend the arts event. Eligible forms of art include instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and soundrecording,



and other arts related to the presentation, performance, execution, and exhibition of these major art forms : \$ _____

☒ **e) Historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums. Amount requested under this category: \$ 15,000**

☐ **f) Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the city or its vicinity. Amount requested under this category: \$ _____**

How many individuals are expected to participate in the sporting related event? _____

How many of the participants at the sporting related event are expected to be from another city or county? _____

Quantify how the sporting related event will substantially increase economic activity at hotels within the city or its vicinity?

☐ **g) Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations: 1) the commercial center of the city; 2) a convention center in the city; 3) other hotels in or near the city; and 4) tourist attractions in or near the city. Amount requested under this category: \$ _____**

What sites or attractions will tourists be taken to by this transportation? _____

Will members of the general public (non-tourists) be riding on this transportation? _____

What percentage of the ridership will be local citizens? _____

☐ **h) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality. Amount requested under this category: \$ _____**

What tourist attractions will be the subject of the signs?



Questions for All Funding Request Categories:

1. How many years have you held this Event or Project: _____
2. Expected Attendance: Projected attendance for the year
3. How many people attending the Event or Project will use City of Lockhart hotels? ____
 Number of the people many nights will they stay: _____
4. Do you reserve a room block for this event at an area hotel and if so, for how many rooms and at which hotels: _____

5. List other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from HOT and the number of hotel rooms used:

Month/Year Held	Assistance Amount	Number of Hotel Rooms Used
<u>2022</u>	<u>15k</u>	_____
<u>2023</u>	<u>15k some returned</u>	_____
<u>2024</u>	<u>15k project ongoing</u>	_____
6. How will you measure the impact of your event on area hotel activity (e.g.; room block usage information, survey of hoteliers, etc.)? _____
 We now have a tracking survey question built into our online ticketing and are advertising local hotels on the website and in our programs.

7. Please list other organization, government entities, and grants that have offered financial support to your project: None so far this year.



8. Will the event charge admission? Do you anticipate a net profit from the event? If there is a net profit, what is the anticipated amount and how will it be used?

N/A

9. Please list all promotion efforts your organization is coordinating and the amount financially committed to each media outlet:

Newspaper:	\$ _____	Will bring these numbers to presentation
Radio:	\$ _____	
TV:	\$ _____	
Other Paid Advertising:	\$ _____	

Number of Press Releases to Media _____

Number Direct Mailings to out-of-town recipients _____

Other Promotions _____

10. Will you include a link to local hotels on your website for booking during this event?

Already on our site.

11. Will you negotiate a special rate or hotel/event package to attract overnight stays?

Possibly for a show later in the year.

12. What new marketing initiatives will you utilize to promote hotel and convention activity for this event?

As listed above, we are trying out some new tracking and advertising models for our hotels.

13. What geographic areas does your advertising and promotion reach: All of Central Texas



14. How many individuals will your proposed marketing reach who are located in another city or county?

~~We have just changed~~ leadership in marketing and online promotion so I don't have good numbers yet, however a large percentage of our ticket sales is from out of county. More information at presentation.

15. If the funding requested is related to a permanent facility (e.g. museum, visitor center):

Expected Attendance Monthly/Annually: 7,142 projected this year, more info at the presentation

Percentage of those in attendance that are staying at area hotels/lodging facilities: Unknown %

Please Submit to:

City of Lockhart HOT Advisory Board
c/o Finance Department
P.O. Box 239
Lockhart, TX 78644



**HOTEL OCCUPANCY TAX (HOT)
FUNDING APPLICATION REQUEST
FYE 2025**

**GREATER CALDWELL COUNTY
HISPANIC CHAMBER OF COMMERCE
CINCO DE MAYO FESTIVAL
DIEZ Y SEIS FESTIVAL**

Application

Date: 3/21/2025

Organization Information

Name of Organization: GREATER CALDWELL COUNTY HISPANIC CHAMBER of Commerce

Address: 202 S COMMERCE ST, SUITE 202

City, State, Zip: LOCKHART, TX 78644

Contact Name: Rob Ortiz Contact Phone Number: 512-921-8000

Web Site Address for Event or Sponsoring Entity www.CaldwellCountyHispanicChamber.com

Non-Profit or For-Profit status: Non-Profit Tax ID #: 74-2811628

Entity's Creation Date: SEP '87

Purpose of your organization: Promote Business within Caldwell County, with an emphasis on investing in local education to improve the economic growth and workforce in the area

Event Information

Name of Event or Project: 2025 Cinco de Mayo / 2025 Día de los

Date of Event or Project: May 2-3, 2025 + SEP. 12-13, 2025

Primary Location of Event or Project: Downtown Square

Amount Requested: \$ 50,000

How will the funds be used: Funds will be used to promote event on social media and online including local ads, and promotional material. This will also help attain higher quality of entertainment and investing back into the Funds by securing rooms @ various hotels.



Primary Purpose of Funded Activity/Facility:

to promote tourism, give back to the community,
and celebrate Hispanic Culture

Percentage of Hotel Tax Support of Related Costs

35% Percentage of Total **Event Costs** Covered by Hotel Occupancy Tax

100% Percentage of Total **Facility Costs** Covered by Hotel Occupancy Tax for the Funded Event

X Percentage of **Staff Costs** Covered by Hotel Occupancy Tax for the Funded Event

If staff costs are covered, estimate percentage of time staff spends annually on the funded event(s) compared to other activities _____ %

Which Category or Categories Apply to Funding Request, and Amount Requested Under Each Category:

- ☐ a) **Convention Center or Visitor Information Center:** construction, improvement, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both. Amount requested under this category: \$ _____
- ☐ b) **Registration of Convention Delegates:** furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants. Amount requested under this category: \$ _____
- ☒ c) **Advertising, Solicitations, Promotional programs to attract tourists and convention delegates** or registrants to the municipality or its vicinity. Amount requested under this category: \$ 5,10,000
- ☒ d) **Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry:** the encouragement, promotion, improvement, and application of the arts that can be shown to have some direct impact on tourism and the hotel/convention industry. The impact may be that the art facility or event can show hotel nights that are booked due to their events or that guests at hotels attend the arts event. Eligible forms of art include instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording,



and other arts related to the presentation, performance, execution, and exhibition of these major art forms : \$ 20,000

☐ e) Historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums. Amount requested under this category: \$ _____

☐ f) Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the city or its vicinity. Amount requested under this category: \$ _____

How many individuals are expected to participate in the sporting related event? _____

How many of the participants at the sporting related event are expected to be from another city or county? _____

Quantify how the sporting related event will substantially increase economic activity at hotels within the city or its vicinity?

☐ g) Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations: 1) the commercial center of the city; 2) a convention center in the city; 3) other hotels in or near the city; and 4) tourist attractions in or near the city. Amount requested under this category: \$ _____

What sites or attractions will tourists be taken to by this transportation? _____

Will members of the general public (non-tourists) be riding on this transportation? _____

What percentage of the ridership will be local citizens? _____

☐ h) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality. Amount requested under this category: \$ _____

What tourist attractions will be the subject of the signs?



Questions for All Funding Request Categories:

1. How many years have you held this Event or Project: 25+
2. Expected Attendance: 5,000+
3. How many people attending the Event or Project will use City of Lockhart hotels? MAX

Number of the people many nights will they stay: 2

4. Do you reserve a room block for this event at an area hotel and if so, for how many rooms and

at which hotels: Yes - BEST WESTERN 2-4, Lockhart Inn 2-3

Americas Best 1-2 per event

5. List other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from HOT and the number of hotel rooms used:

Month/Year Held	Assistance Amount	Number of Hotel Rooms Used
<u>5/24</u>	<u>40,000</u>	<u>6 per event</u>
<u>5/23</u>	<u>30,000</u>	<u>8 "</u>
<u>5/22</u>	<u>20,000</u>	<u>8 "</u>

6. How will you measure the impact of your event on area hotel activity (e.g.; room block usage

information, survey of hoteliers, etc.)? Hoteliers

7. Please list other organization, government entities, and grants that have offered financial

support to your project: N/A



8. Will the event charge admission? Do you anticipate a net profit from the event? If there is a net profit, what is the anticipated amount and how will it be used?

No, MINIMAL, Goes into funding
Scholarships for graduating seniors throughout
the county

9. Please list all promotion efforts your organization is coordinating and the amount financially committed to each media outlet:

Newspaper: \$ 500 x 2
Radio: \$ 3000 x 2
TV: \$ _____
Other Paid Advertising: \$ 1000 x 2

Number of Press Releases to Media 4 x 2

Number Direct Mailings to out-of-town recipients N/A

Other Promotions _____

10. Will you include a link to local hotels on your website for booking during this event?

11. Will you negotiate a special rate or hotel/event package to attract overnight stays?

12. What new marketing initiatives will you utilize to promote hotel and convention activity for this event?

13. What geographic areas does your advertising and promotion reach: _____



14. How many individuals will your proposed marketing reach who are located in another city or county? 15,000 - 20,000

15. If the funding requested is related to a permanent facility (e.g. museum, visitor center):

Expected Attendance Monthly/Annually: n/a

Percentage of those in attendance that are staying at area hotels/lodging facilities: _____%

Please Submit to:
City of Lockhart HOT Advisory Board
c/o Finance Department
P.O. Box 239
Lockhart, TX 78644



**HOTEL OCCUPANCY TAX (HOT)
FUNDING APPLICATION REQUEST
FYE 2025**

**LOCKHART CHAMBER OF COMMERCE
CHISHOLM TRAIL ROUNDUP, RODEO, &
FESTIVAL**

Application

Date: 3/20/2025

Organization Information

Name of Organization: Lockhart Chamber of Commerce

Address: 104 W. Market | P.O. Box 840

City, State, Zip: Lockhart, TX. 78644

Contact Name: Megan Carvajal Contact Phone Number: 512-398-2818

Web Site Address for Event or Sponsoring Entity www.chisholmtrailroundup.com

Non-Profit or For-Profit status: Non-profit Tax ID #: 74-0750055

Entity's Creation Date: 1935

Purpose of your organization: The Chamber is Lockhart's main resource for community, commerce, and tourism.

We proudly produce the Chisholm Trail Roundup and Rodeo every year, a major event celebrating the historic trail, our shared heritage
of trade and commerce, pioneering, livestock programs, agriculture, and community. Visitors come for the best of Texas experience!

Event Information

Name of Event or Project: 52nd Chisholm Trail Roundup and Rodeo Festival

Date of Event or Project: June 12-14, 2025

Primary Location of Event or Project: Lockhart City Park

Amount Requested: \$ 60,000

How will the funds be used: Funds will be used to promote the festival out-of-towners as a festival destination.

Funding will be allocated to promotional digital, audio, and print advertising, securing musical talent,
producing event commemorative items, such as buttons, and promoting Lockhart destinations and events
throughout the year that increase lodging and hotel stays.



Primary Purpose of Funded Activity/Facility:

The 52nd Annual Chisholm Trail Roundup and Rodeo Festival brings together the best of Texas for a fun and unforgettable 3-day experience. The festival celebrates Lockhart's role in the historic Chisholm Trail and the people who pioneered the community we know today. This family-friendly festival draws folks from all over Texas and the world. Attendees enjoy a variety of activities including a BBQ competition, carnival, a variety of vendors, and the Rodeo!

Percentage of Hotel Tax Support of Related Costs

17% Percentage of Total **Event Costs** Covered by Hotel Occupancy Tax

 Percentage of Total **Facility Costs** Covered by Hotel Occupancy Tax for the Funded Event

 Percentage of **Staff Costs** Covered by Hotel Occupancy Tax for the Funded Event

If staff costs are covered, estimate percentage of time staff spends annually on the funded event(s) compared to other activities %

Which Category or Categories Apply to Funding Request, and Amount Requested Under Each Category:

- ☐ a) **Convention Center or Visitor Information Center:** construction, improvement, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both. Amount requested under this category: \$
- ☐ b) **Registration of Convention Delegates:** furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants. Amount requested under this category: \$
- ☒ c) **Advertising, Solicitations, Promotional programs to attract tourists and convention delegates** or registrants to the municipality or its vicinity. Amount requested under this category: \$ \$25,000
- ☒ d) **Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry:** the encouragement, promotion, improvement, and application of the arts that can be shown to have some direct impact on tourism and the hotel/convention industry. The impact may be that the art facility or event can show hotel nights that are booked due to their events or that guests at hotels attend the arts event. Eligible forms of art include instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording,



and other arts related to the presentation, performance, execution, and exhibition of these major art forms : \$ \$25,000

☐ e) Historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums. Amount requested under this category: \$ _____

☒ f) Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the city or its vicinity. Amount requested under this category: \$ 10,000

How many individuals are expected to participate in the sporting related event? 120

How many of the participants at the sporting related event are expected to be from another city or county? 100

Quantify how the sporting related event will substantially increase economic activity at hotels within the city or its vicinity?

The Rodeo is the central sporting event and the heart of the Chisholm Trail festival. Our rodeo participants, along with their friends, fans, and family, come from a region that spans at least 100 miles from Lockhart which makes overnight lodging necessary for participants, competitors, and entertainment.

☐ g) Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations: 1) the commercial center of the city; 2) a convention center in the city; 3) other hotels in or near the city; and 4) tourist attractions in or near the city. Amount requested under this category: \$ _____

What sites or attractions will tourists be taken to by this transportation? _____

Will members of the general public (non-tourists) be riding on this transportation? _____

What percentage of the ridership will be local citizens? _____

☐ h) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality. Amount requested under this category: \$ _____

What tourist attractions will be the subject of the signs?



Questions for All Funding Request Categories:

1. How many years have you held this Event or Project: 52
2. Expected Attendance: 35,000 over three days
3. How many people attending the Event or Project will use City of Lockhart hotels? Sold out
Number of the people many nights will they stay: 3-4
4. Do you reserve a room block for this event at an area hotel and if so, for how many rooms and at which hotels: Yes, we reserve a block of 15 rooms for entertainment, event producers, judges, and exhibitors.
5. List other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from HOT and the number of hotel rooms used:

Month/Year Held	Assistance Amount	Number of Hotel Rooms Used
<u>June 2024</u>	<u>\$62,500</u>	<u>100%</u>
<u>June 2023</u>	<u>\$65,000</u>	<u>100%</u>
<u>June 2022</u>	<u>\$40,000</u>	<u>100%</u>

6. How will you measure the impact of your event on area hotel activity (e.g.; room block usage information, survey of hoteliers, etc.)? Booking engines and fulfillment codes supplied by the Chamber for CTR. Post-event meetings with lodgers and hoteliers.
We will also produce an event impact report that will be publicly available for transparency.
7. Please list other organization, government entities, and grants that have offered financial support to your project: Corporate and business sponsorships, in-kind support including City of Lockhart



8. Will the event charge admission? Do you anticipate a net profit from the event? If there is a net profit, what is the anticipated amount and how will it be used?
This is a ticketed event with an admission price for entry. Prices reflect affordability for families and ticket options include an individual day pass or discounted 3-day pass. Net proceeds are expected minimal and will be used to support the operating expenses of the Chamber, including staff paid time to manage CTR.

9. Please list all promotion efforts your organization is coordinating and the amount financially committed to each media outlet:

Newspaper: \$ 5,000
Radio: \$
TV: \$ 0
Other Paid Advertising: \$ 25,000

Number of Press Releases to Media 50

Number Direct Mailings to out-of-town recipients 0

Other Promotions Paid digital media in markets throughout Texas, magazine ads in major Texas metros
local promotions at First Fridays, royal court contests, parades, and other events.

10. Will you include a link to local hotels on your website for booking during this event?
Yes, for lodging at hotels, Airbnbs, and on hellolockhart.com

11. Will you negotiate a special rate or hotel/event package to attract overnight stays?
Yes

12. What new marketing initiatives will you utilize to promote hotel and convention activity for this event?

We will build upon the Chamber's recent success with online and digital marketing promotions.

We will promote with chambers throughout Texas, including Taylor, Granbury, Schertz, and other
similarly sized towns.

13. What geographic areas does your advertising and promotion reach: Texas



14. How many individuals will your proposed marketing reach who are located in another city or county? 150,000

15. If the funding requested is related to a permanent facility (e.g. museum, visitor center):

Expected Attendance Monthly/Annually: _____

Percentage of those in attendance that are staying at area hotels/lodging facilities: _____%

Please Submit to:
City of Lockhart HOT Advisory Board
c/o Finance Department
P.O. Box 239
Lockhart, TX 78644



Chisholm Trail Roundup & Rodeo Marketing Plan

Objective:

To increase attendance and overnight stays for the Chisholm Trail Roundup & Rodeo through a strong digital media presence, strategic partnerships with similarly sized Texas towns, and targeted promotional efforts.

Target Audience:

- **Rodeo Enthusiasts:** Fans of rodeo events from across Texas and surrounding states.
 - **Country Music & Festival Goers:** Visitors attracted by live music and festival experiences.
 - **Families & Weekend Travelers:** Tourists looking for a fun and family-friendly summer event.
 - **BBQ & Culinary Travelers:** Food lovers drawn to Lockhart's reputation as the BBQ Capital of Texas.
-

Marketing Strategy:

1. Digital Marketing & Social Media Expansion

Platform Focus: Facebook & Instagram

- **Posting Schedule:**
 - Minimum of 4 posts per week (2 static, 2 reels/stories)
 - Event promotion, contestant highlights, entertainment teasers, and behind-the-scenes footage
- **Content Strategy:**
 - High-quality photos and videos showcasing past events, rodeo action, and festival highlights
 - Interviews with rodeo competitors, musicians, and local vendors
 - Weekly "CTR Spotlight" posts featuring sponsors, local businesses, and event attractions
- **Paid Advertisements:**
 - Targeted Facebook and Instagram ads aimed at Texas metro areas
- **Influencer & Travel Blogger Collaborations:**
 - Invite Texas-based influencers and travel bloggers for exclusive event access
 - Provide media passes for digital content creators to cover the festival live

2. Cross-Promotion with Sister Chambers

- Partner with chambers in Taylor, Granbury, Schertz, and other similarly sized towns.
- **Joint Digital Campaigns:**
 - Feature each other's events and festivals on social media
 - "Texas Rodeo & Festival Trail" campaign encouraging visitors to attend multiple events
- **Newsletter Swaps:** Share CTR event details in other chambers' newsletters.
- **Ticket Giveaways:** Offer CTR ticket bundles through partner chamber promotions.

3. Website Enhancement & SEO Optimization

- **Dedicated Event Landing Page:**
 - Highlight event schedule, ticketing, and featured entertainment

- Add an interactive visitor itinerary tool for out-of-town guests
- **Search Engine Optimization (SEO):**
 - Improve ranking for “Texas rodeo events,” “Chisholm Trail Roundup,” and “Lockhart summer festivals.”
 - Monthly blog posts featuring rodeo history, festival highlights, and vendor spotlights
- **Hotel & Airbnb Integration:**
 - Direct links to lodging options on hellolockhart.com
 - Special hotel package deals for event attendees

4. Local Engagement & Event Promotions

- **Live Event Coverage:**
 - Facebook Live & Instagram Stories from rodeo and concert performances
 - Behind-the-scenes content with rodeo competitors and entertainers
- **QR Code Campaigns:**
 - Place QR codes on event signage linking to schedules, maps, and lodging info
 - Distribute in welcome packets at hotels and partner businesses

5. Traditional Marketing & Community Outreach

- **Local & Regional Print Ads:**
 - Budget allocation for Texas Monthly, Texas Highways, and regional travel magazines
- **Radio Promotions:**
 - Partner with Texas-based country and rodeo-focused radio stations
- **Billboard Advertising:**
 - Select billboards along key travel routes (Austin-San Antonio Corridor)
- **Press Releases & Media Engagement:**
 - Send targeted press releases to Texas travel, rodeo, and event publications

Success Metrics & Reporting:

- **Social Media Growth:** 25% increase in Facebook & Instagram followers
- **Website Traffic:** 40% increase in unique visitors to the event page
- **Lodging Bookings:** 20% increase in hotel and Airbnb stays
- **Event Attendance:** 15% increase in ticket sales compared to the previous year
- **Partnership Growth:** Establish at least 5 active chamber partnerships for promotions

Conclusion:

This marketing plan provides a structured, attainable approach to increasing awareness and attendance for the Chisholm Trail Roundup & Rodeo. By leveraging targeted digital campaigns, community partnerships, and a strong promotional strategy, we aim to boost visitor numbers and overnight stays, aligning directly with the goals of the HOT grant funding.

Lockhart Visitor's Center - Marketing Plan for Expanding Tourism

1. Position the Visitor's Center as the Tourism Hub

- ✓ Promote the **Visitor's Center as the first stop** for tourists seeking information, itineraries, and local products.
 - ✓ Expand **local product offerings** (Lockhart-branded souvenirs, artisan goods, and food items).
 - ✓ Offer a **"Visitor's Welcome Package"** with maps, itineraries, and local business discounts.
 - ✓ Feature the **Visitor's Center in all marketing materials** as the gateway to Lockhart's attractions.
-

2. Expand Social Media Presence

- ◆ **Increase to 3-4 weekly posts** across Facebook & Instagram, focusing on:
 - **Itineraries & weekend getaway ideas** (with direct links to lodging).
 - **Local business spotlights** (restaurants, shops, attractions).
 - **Behind-the-scenes at the Visitor's Center** (new products, services, upcoming events).
 - **User-generated content** (share visitor experiences, hotel stays, and local reviews).
 - ◆ Run **targeted Facebook & Instagram ads** (\$50-\$100 per month) promoting:
 - **Weekend getaways**
 - **Seasonal events & festivals**
 - **Visitor's Center as the starting point for tourists**
 - ◆ Launch a **monthly giveaway contest** (small prizes like gift cards to local businesses) to boost engagement.
-

3. Strengthen Chamber Partnerships (Expand to 7)

- ◆ Partner with **7 small-town chambers** to cross-promote tourism.
 - ◆ Establish a **social media cross-promotion plan**:
 - Each chamber shares **one Lockhart feature per month** (and vice versa).
 - ◆ Feature **joint itineraries** (e.g., "Small-Town Texas Tour" including Lockhart, Taylor, Granbury, etc.).
 - ◆ Collaborate on **regional advertising efforts** (split costs for Facebook ads, digital brochures).
 - ◆ Explore **reciprocal visitor discounts** (e.g., show a receipt from a partner town for a discount in Lockhart).
-

4. Boost Newsletter & Email Marketing

- ◆ **Increase newsletter frequency to once per month with:**
 - **Featured business of the month**
 - **Upcoming events & festivals**
 - **Hotel specials & visitor incentives**
 - **Spotlight on one partner chamber town**
 - ◆ Grow email list by **adding a sign-up option on the website & at the Visitor's Center.**
 - ◆ Offer a **digital Visitor's Guide** (sent via email upon sign-up) to drive interest.
-

5. Increase Paid Advertising

- ◆ **Allocate a small budget for strategic paid promotions:**
 - **Facebook & Instagram ads** (promote tourism campaigns).
 - **Google Ads** (target searches for "weekend trips from Austin" or "best small-town getaways in Texas").
 - **Print or digital ads in regional travel blogs & small newspapers.**
 - ◆ Partner with **local influencers** (travel bloggers, food reviewers) for small-town tourism features.
-

6. How to Measure Success

- ☑ **Track foot traffic & sales at the Visitor's Center.**
 - ☑ **Monitor social media reach & engagement** (shares, comments, ad performance).
 - ☑ **Review website traffic & email sign-ups** for itineraries and promotions.
 - ☑ **Collect feedback from hotels & local businesses** on increased visitor activity.
-

7. Timeline

- ◆ **May - August:** Expand Visitor's Center offerings & finalize partnerships with 7 chambers.
 - ◆ **September:** Launch "**Weekend Getaways**" campaign & increase digital advertising.
 - ◆ **Summer-Fall:** Maintain **monthly email newsletters**, host **quarterly Visitor's Center events**, and track results.
 - ◆ **Fall:** Assess advertising performance, adjust for the next cycle, and plan a **Local Business Weekend**.
-

Final Thoughts

This plan ensures that the **Visitor's Center is at the heart of all tourism efforts**, while leveraging **social media, email marketing, and chamber partnerships** to increase **hotel stays and support local businesses**. 🚀

**HOTEL OCCUPANCY TAX (HOT)
FUNDING APPLICATION REQUEST
FYE 2025**

**LOCKHART CHAMBER OF COMMERCE
VISITOR'S BUREAU & INFORMATION
CENTER**

Application

Date: 3/20/2025

Organization Information

Name of Organization: Lockhart Chamber of Commerce

Address: 104 W. Market | P.O. Box 840

City, State, Zip: Lockhart, TX. 78644

Contact Name: Megan Carvajal Contact Phone Number: 512-398-2818

Web Site Address for Event or Sponsoring Entity visitlockhart.com

Non-Profit or For-Profit status: non-profit Tax ID #: 74-075055

Entity's Creation Date: _____

Purpose of your organization: The Chamber is Lockhart's main resource for community, commerce, and tourism. We provide tourists a place to learn more about Lockhart, recommendations for food, activities, and lodging, and promote events and local economy.

Event Information

Name of Event or Project: Lockhart Visitor's Center

Date of Event or Project: ongoing

Primary Location of Event or Project: downtown Lockhart

Amount Requested: \$ \$130,000

How will the funds be used: Funds will be utilized as outlined the project attachment.



Primary Purpose of Funded Activity/Facility:

The Lockhart, Texas Visitor's Bureau and Information will serve it's Guests, Local Businesses - with special emphasis on Lodging and Retail -

Sponsors and Advertisers, Stakeholders, Lockhart Families and Friends, Individuals interested in Detailed Information for Tourism,

Vacation Planning, Sporting Events, Potential Business and Residential Relocation, and actively promoting Tours, Destinations,

Attractions, Activities, the Arts, Crafts, and Entertainment.. Fund advertising, digital media, maps, brochures, staff time, and printing.

Percentage of Hotel Tax Support of Related Costs

_____ Percentage of Total **Event Costs** Covered by Hotel Occupancy Tax

50% Percentage of Total **Facility Costs** Covered by Hotel Occupancy Tax for the Funded Event

75% Percentage of **Staff Costs** Covered by Hotel Occupancy Tax for the Funded Event

If staff costs are covered, estimate percentage of time staff spends annually on the funded event(s) compared to other activities 75% %

Which Category or Categories Apply to Funding Request, and Amount Requested Under Each Category:

- ☒ **a) Convention Center or Visitor Information Center:** construction, improvement, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both. Amount requested under this category: \$ 105,000
- ☐ **b) Registration of Convention Delegates:** furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants. Amount requested under this category: \$ _____
- ☒ **c) Advertising, Solicitations, Promotional programs to attract tourists and convention delegates** or registrants to the municipality or its vicinity. Amount requested under this category: \$ 25,000
- ☐ **d) Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry:** the encouragement, promotion, improvement, and application of the arts that can be shown to have some direct impact on tourism and the hotel/convention industry. The impact may be that the art facility or event can show hotel nights that are booked due to their events or that guests at hotels attend the arts event. Eligible forms of art include instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording,



and other arts related to the presentation, performance, execution, and exhibition of these major art forms : \$_____

☐ **e) Historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums. Amount requested under this category: \$_____**

☐ **f) Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the city or its vicinity. Amount requested under this category: \$_____**

How many individuals are expected to participate in the sporting related event? _____

How many of the participants at the sporting related event are expected to be from another city or county? _____

Quantify how the sporting related event will substantially increase economic activity at hotels within the city or its vicinity?

☐ **g) Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations: 1) the commercial center of the city; 2) a convention center in the city; 3) other hotels in or near the city; and 4) tourist attractions in or near the city. Amount requested under this category: \$_____**

What sites or attractions will tourists be taken to by this transportation? _____

Will members of the general public (non-tourists) be riding on this transportation? _____

What percentage of the ridership will be local citizens? _____

☐ **h) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality. Amount requested under this category: \$_____**

What tourist attractions will be the subject of the signs?



Questions for All Funding Request Categories:

1. How many years have you held this Event or Project: 70
2. Expected Attendance: 2400 annually or average of 200 per month
3. How many people attending the Event or Project will use City of Lockhart hotels? 20-25%

Number of the people many nights will they stay: 540

4. Do you reserve a room block for this event at an area hotel and if so, for how many rooms and at which hotels: No, we do not reserve rooms for Visitor's Center needs

5. List other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from HOT and the number of hotel rooms used:

Month/Year Held	Assistance Amount	Number of Hotel Rooms Used

6. How will you measure the impact of your event on area hotel activity (e.g.; room block usage information, survey of hoteliers, etc.)? Monthly check-ins with lodging and hotels

Data available through AirBnB and VRBO operators.

7. Please list other organization, government entities, and grants that have offered financial support to your project: The Chamber's general operating funds currently offset the costs of the visitor's center



14. How many individuals will your proposed marketing reach who are located in another city or county? 50,000+

15. If the funding requested is related to a permanent facility (e.g. museum, visitor center):

Expected Attendance Monthly/Annually: 2400 annually or average of 200 per month

Percentage of those in attendance that are staying at area hotels/lodging facilities: 35% %

Please Submit to:
City of Lockhart HOT Advisory Board
c/o Finance Department
P.O. Box 239
Lockhart, TX 78644



Lockhart Visitor's Center - Marketing Plan for Expanding Tourism

1. Position the Visitor's Center as the Tourism Hub

- ✓ Promote the **Visitor's Center as the first stop** for tourists seeking information, itineraries, and local products.
 - ✓ Expand **local product offerings** (Lockhart-branded souvenirs, artisan goods, and food items).
 - ✓ Offer a **"Visitor's Welcome Package"** with maps, itineraries, and local business discounts.
 - ✓ Feature the **Visitor's Center in all marketing materials** as the gateway to Lockhart's attractions.
-

2. Expand Social Media Presence

- ♦ **Increase to 3-4 weekly posts** across Facebook & Instagram, focusing on:
 - **Itineraries & weekend getaway ideas** (with direct links to lodging).
 - **Local business spotlights** (restaurants, shops, attractions).
 - **Behind-the-scenes at the Visitor's Center** (new products, services, upcoming events).
 - **User-generated content** (share visitor experiences, hotel stays, and local reviews).
 - ♦ Run **targeted Facebook & Instagram ads** (\$50-\$100 per month) promoting:
 - **Weekend getaways**
 - **Seasonal events & festivals**
 - **Visitor's Center as the starting point for tourists**
 - ♦ Launch a **monthly giveaway contest** (small prizes like gift cards to local businesses) to boost engagement.
-

3. Strengthen Chamber Partnerships (Expand to 7)

- ♦ Partner with **7 small-town chambers** to cross-promote tourism.
 - ♦ Establish a **social media cross-promotion plan**:
 - Each chamber shares **one Lockhart feature per month** (and vice versa).
 - ♦ Feature **joint itineraries** (e.g., "Small-Town Texas Tour" including Lockhart, Taylor, Granbury, etc.).
 - ♦ Collaborate on **regional advertising efforts** (split costs for Facebook ads, digital brochures).
 - ♦ Explore **reciprocal visitor discounts** (e.g., show a receipt from a partner town for a discount in Lockhart).
-

4. Boost Newsletter & Email Marketing

- ♦ **Increase newsletter frequency to once per month with:**
 - **Featured business of the month**
 - **Upcoming events & festivals**
 - **Hotel specials & visitor incentives**
 - **Spotlight on one partner chamber town**
 - ♦ Grow email list by **adding a sign-up option on the website & at the Visitor's Center.**
 - ♦ Offer a **digital Visitor's Guide** (sent via email upon sign-up) to drive interest.
-

5. Increase Paid Advertising

- ♦ **Allocate a small budget for strategic paid promotions:**
 - **Facebook & Instagram ads** (promote tourism campaigns).
 - **Google Ads** (target searches for "weekend trips from Austin" or "best small-town getaways in Texas").
 - **Print or digital ads in regional travel blogs & small newspapers.**
 - ♦ Partner with **local influencers** (travel bloggers, food reviewers) for small-town tourism features.
-

6. How to Measure Success

- ✓ **Track foot traffic & sales at the Visitor's Center.**
 - ✓ **Monitor social media reach & engagement** (shares, comments, ad performance).
 - ✓ **Review website traffic & email sign-ups** for itineraries and promotions.
 - ✓ **Collect feedback from hotels & local businesses** on increased visitor activity.
-

7. Timeline

- ♦ **May - August:** Expand Visitor's Center offerings & finalize partnerships with 7 chambers.
 - ♦ **September:** Launch **"Weekend Getaways" campaign** & increase digital advertising.
 - ♦ **Summer-Fall:** Maintain **monthly email newsletters**, host **quarterly Visitor's Center events**, and track results.
 - ♦ **Fall:** Assess advertising performance, adjust for the next cycle, and plan a **Local Business Weekend**.
-

Final Thoughts

This plan ensures that the **Visitor's Center is at the heart of all tourism efforts**, while leveraging **social media, email marketing, and chamber partnerships** to increase **hotel stays and support local businesses**. 🚀

Lockhart Visitor's Center HOT Application - Project Details

Organization Information

- **Name of Organization:** Lockhart Chamber of Commerce
 - **Address:** 104 W. Market St. | P.O. Box 840, Lockhart, TX 78644
 - **Contact Name:** Megan Carvajal, President & CEO
 - **Contact Phone Number:** (512) 398-2818
 - **Website:** www.lockhartchamber.com | www.visitlockharttx.com
 - **Non-Profit Status:** 501(c)(6) | Tax ID: 74-0750055
 - **Established:** 1955
-

Project Name: Expansion and Relocation of the Lockhart Visitor's Center

Project Timeline: Ongoing

Primary Location: Proposed Move to Lockhart Town Square

Amount Requested: \$130,000

The Chamber's Commitment to Tourism on Behalf of the Local Business Community

Lockhart, known as the **BBQ Capital of Texas**, is a premier destination for food lovers, history enthusiasts, and weekend travelers. With its **renowned barbecue scene**, historic downtown, vibrant arts and music culture, and rich heritage as a key stop on the **Chisholm Trail**, Lockhart attracts thousands of visitors each year. The city's charm, combined with its proximity to Austin and San Antonio, makes it an ideal getaway for tourists looking to experience authentic Texas culture. The Lockhart Chamber of Commerce is deeply invested in promoting tourism through the Visitor's Center, ensuring that visitors have access to **local attractions, lodging, and experiences that encourage longer stays**. By providing **expert guidance, marketing support, and a welcoming space**, the Chamber fosters economic growth by connecting tourists with **local businesses, events, and accommodations**. The expansion and relocation of the Visitor's Center will strengthen Lockhart's position as a **top small-town destination**, benefiting both visitors and the local economy.

Please note: This proposal assumes plans for relocation will be fulfilled, however the expansion of the visitor's center and boosting tourism will continue as proposed regardless. The Chamber will better utilize the space currently available as well as expand operations and efforts more strategically with local businesses and events should we be unable to secure a location on the square.

Project Purpose:

The Lockhart Chamber of Commerce is requesting funding to expand the Lockhart Visitor's Center, transforming it into a **multi-functional space that enhances tourism, supports local businesses, and increases hotel occupancy**. The new center will serve as:

- A **visitor information hub**, offering maps, brochures, and digital resources about Lockhart's attractions, events, and lodging.
- A **retail space**, showcasing locally made products that reflect Lockhart's culture and Chamber members' businesses.
- A **comfortable tourist stop**, with seating, charging stations, and hydration stations for visitors exploring the town.
- A **workforce development initiative**, featuring a high school internship program to train students in hospitality, tourism, and customer service.
- A **community collaboration center** between Lockhart Chamber of Commerce, Lockhart Initiative for Tourism and City of Lockhart Economic Development, promoting new and existing events to boost tourism and occupancy and supporting the vibrancy of the downtown area businesses.

Alignment with HOT Fund Criteria:

This project meets multiple **allowable uses of Hotel Occupancy Tax (HOT) funds** under **Chapter 351 of the Texas Tax Code**, specifically:

1. **Visitor Information Center:** The expansion of the Visitor's Center aligns with the allowable use of funds for "the acquisition, improvement, operation, and maintenance of visitor information centers."
 2. **Advertising & Promotions:** Funds will support digital marketing, printed guides, and promotional campaigns aimed at attracting **out-of-town visitors** who will book overnight stays in Lockhart hotels.
 3. **Tourism Impact & Economic Development:** The center will provide vital resources that encourage longer stays, promote local events, and increase visitor spending at hotels, restaurants, and shops.
-

Proposed Visitor's Center Hours of Operation:

- **Monday - Thursday:** 9 AM - 5 PM
 - **Friday:** 9 AM - 6 PM (**First Fridays open until 8 PM**)
 - **Saturday:** 10 AM - 6 PM
 - **Sunday:** 10 AM - 3 PM
-

Expected Impact on Hotel Occupancy & Tourism:

- **Increase in visitor traffic** due to the high-visibility location in the town square.
 - **Projected growth in hotel stays**, supported by a marketing strategy that promotes extended visits and itineraries featuring local lodging.
 - **Enhanced visitor experience**, leading to repeat visits and positive word-of-mouth tourism.
 - **Support for local events** (Chisholm Trail Roundup, First Fridays, BBQ competitions) that drive overnight stays.
 - **Retail sales and visitor spending** contributing to Lockhart's economic growth.
 - **Strategic partnerships with chambers throughout Texas**, aiming to formalize **7 cross-partnership agreements** with chambers such as Taylor, TX, and Granbury, TX, by the end of the HOT grant period.
 - **Weekend getaway marketing strategy**, emphasizing Lockhart's **short-term rentals and Airbnb options** to attract visitors for overnight stays.
-

Internship Program: Workforce Development in Tourism

- The Visitor's Center will host **2-3 high school interns per year**, starting in May of their junior year.
 - **Interns will gain hands-on experience** in tourism operations, customer service, event support, and hospitality management.
 - The Chamber will prioritize a partnership with **Lockhart ISD**
 - **Work Schedule:**
 - **Summer:** Thursday-Monday shifts.
 - **School Year:** Friday afternoons, Saturdays, and special event support (Chisholm Trail Roundup and Rodeo, First Fridays).
 - **Long-Term Benefit:** The program will develop a workforce pipeline for Lockhart's hospitality and tourism industries, reinforcing the city's tourism infrastructure.
 - **Economic Impact:** Interns will earn \$13 per hour.
-

Marketing Plan to Attract Tourists:

- **Digital Campaigns:** Increased social media engagement, targeted advertising, and website improvements to attract visitors from outside the region.
 - **Printed Promotional Materials:** Updated **community guide, city maps, BBQ brochures** distributed in Texas travel centers and beyond.
 - **Partnerships with Texas Chambers:** Special packages and promotions to encourage overnight stays.
 - **Visitor Engagement:** Interactive touchpoints, including QR codes around town linking to itineraries and local attractions.
-

Budget & Funding Allocation:

- **Facility Relocation, Set-up & Upgrades:** \$30,000
- **Operations and Maintenance:** \$15,000
- **Marketing & Promotions:** \$25,000
- **Staff and Internship Compensation:** \$60,000

Total Project Request: \$130,000

Conclusion:

The expanded and relocated Lockhart Visitor's Center will serve as a **key driver of tourism and economic development**, increasing hotel occupancy while strengthening community partnerships. The inclusion of a **high school internship program** ensures sustainability and workforce development in the local tourism sector. **With this funding, Lockhart can elevate its status as a premier travel destination while supporting its hospitality industry.**

Mar 21, 2025

City of Lockhart HOT Advisory Board
c/o Finance Department
P.O. Box 239
Lockhart, TX 78644



Dear Members of the HOT Advisory Board,

On behalf of the Lockhart Chamber of Commerce, I am pleased to submit our applications for Hotel Occupancy Tax (HOT) funding to support two vital tourism initiatives: the expansion and relocation of the Lockhart Visitor's Center and the continued growth of the Chisholm Trail Roundup (CTR) and Rodeo. As new leadership within the Chamber, our team brings fresh energy, innovative ideas, and a strong commitment to delivering successful, high-impact programs that will drive tourism and economic growth in Lockhart.

Lockhart has long been a destination for travelers drawn to our legendary barbecue, rich history, and vibrant arts and music scene. However, our community's potential as a premier weekend getaway and cultural hub is far from fully realized. The Lockhart Chamber is poised to take a bold step forward, elevating our tourism efforts with an expanded Visitor's Center and a more robust marketing strategy for CTR—both of which will directly increase hotel stays and visitor spending.

The Visitor's Center Expansion and Relocation project seeks to position the center as the first stop for tourists, offering an enhanced retail space, interactive visitor engagement, and extended operational hours. This initiative will not only better serve our guests but also support local businesses by encouraging longer stays and increased spending in our community. Our efforts will include a high school internship program to train future tourism and hospitality professionals, ensuring sustainability in Lockhart's visitor economy.

Meanwhile, the Chisholm Trail Roundup continues to be a cornerstone event that attracts thousands of attendees, including rodeo fans, festival-goers, and families seeking an authentic Texas experience. This year, our focus is on strategic partnerships with other Texas communities, digital marketing expansion, and targeted promotions to increase overnight stays. With HOT funding, we will be able to extend our reach, enhance the visitor experience, and ensure CTR remains a flagship event for Lockhart.

Our team is eager to execute these initiatives with passion and precision. We are confident that with the City of Lockhart's support, we will not only meet but exceed our goals for tourism growth and economic impact. Thank you for your consideration, and we look forward to the opportunity to further discuss our proposals.

Sincerely,

A handwritten signature in blue ink, appearing to read "Megan", with a long, flowing horizontal line extending to the right.

Megan Carvajal
President & CEO
Lockhart Chamber of Commerce

**HOTEL OCCUPANCY TAX (HOT)
FUNDING APPLICATION REQUEST
FYE 2025**

LOCKHART INITIATIVE FOR TOURISM

Application

Date: 03/17/2025

Organization Information

Name of Organization: Lockhart Initiative for Tourism

Address: 102 S Commerce St

City, State, Zip: Lockhart, Texas 78644

Contact Name: Tamara Carlisle Contact Phone Number: 512-657-1850

Web Site Address for Event or Sponsoring Entity hellolockhart.com (still in development)

Non-Profit or For-Profit status: Non-profit Tax ID #: EIN 33-3128428

Entity's Creation Date: 01/29/2025

Purpose of your organization: The mission of the Lockhart Initiative for Tourism (LIT) is to attract visitors while preserving the unique character of our small-town community. We are dedicated to fostering a positive impact on our local economy and celebrating what makes our town exceptional. By promoting arts, culture, and heritage while providing resources, funding opportunities, and strategic partnerships; LIT seeks to advance Lockhart as a unique destination for events, exploration and enjoyment.

Event Information

Name of Event or Project: Local event development / website development

Date of Event or Project: 2025

Primary Location of Event or Project: Lockhart, Texas

Amount Requested: \$ 10,000

How will the funds be used: We have met with several local contacts that have presented plans for development events that will be hosted locally and bring overnight guests to Lockhart. We will use these funds to help support marketing of one of these events. We will also use funds to finish development of our website which will promote all things local including highlighting local accommodations, events, small businesses as well as our grant process for support of events.



Primary Purpose of Funded Activity/Facility:

The purpose of the support of an event hosted by a local person will be to attract tourists and overnight guests to Lockhart. This will be a new event with an extensive reach. Funds will be used to offset accommodation expenses or marketing of the event to drive participation. We have secured domain name for our website and are working on building this out. This will be a hub for visitors planning their activities for a local visit and also for promotion of our grant opportunities.

Percentage of Hotel Tax Support of Related Costs

10% Percentage of Total **Event Costs** Covered by Hotel Occupancy Tax

 Percentage of Total **Facility Costs** Covered by Hotel Occupancy Tax for the Funded Event

 Percentage of **Staff Costs** Covered by Hotel Occupancy Tax for the Funded Event

If staff costs are covered, estimate percentage of time staff spends annually on the funded event(s) compared to other activities %

Which Category or Categories Apply to Funding Request, and Amount Requested Under Each Category:

- ☒ **a) Convention Center or Visitor Information Center:** construction, improvement, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both. Amount requested under this category: \$ 5,000
- ☐ **b) Registration of Convention Delegates:** furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants. Amount requested under this category: \$
- ☒ **c) Advertising, Solicitations, Promotional programs to attract tourists and convention delegates** or registrants to the municipality or its vicinity. Amount requested under this category: \$
- ☒ **d) Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry:** the encouragement, promotion, improvement, and application of the arts that can be shown to have some direct impact on tourism and the hotel/convention industry. The impact may be that the art facility or event can show hotel nights that are booked due to their events or that guests at hotels attend the arts event. Eligible forms of art include instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording,



and other arts related to the presentation, performance, execution, and exhibition of these major art forms : \$ 5,000

☐ e) Historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums. Amount requested under this category: \$

☐ f) Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the city or its vicinity. Amount requested under this category: \$

How many individuals are expected to participate in the sporting related event?

How many of the participants at the sporting related event are expected to be from another city or county?

Quantify how the sporting related event will substantially increase economic activity at hotels within the city or its vicinity?

☐ g) Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations: 1) the commercial center of the city; 2) a convention center in the city; 3) other hotels in or near the city; and 4) tourist attractions in or near the city. Amount requested under this category: \$

What sites or attractions will tourists be taken to by this transportation?

Will members of the general public (non-tourists) be riding on this transportation?

What percentage of the ridership will be local citizens?

☐ h) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality. Amount requested under this category: \$

What tourist attractions will be the subject of the signs?



Questions for All Funding Request Categories:

1. How many years have you held this Event or Project: First year
2. Expected Attendance: 100+
3. How many people attending the Event or Project will use City of Lockhart hotels? Estimated 25
Number of the people many nights will they stay: 2-3 nights
4. Do you reserve a room block for this event at an area hotel and if so, for how many rooms and at which hotels: We will work to help secure accommodations for the event as well as promote lodging options on our website for tourist visits. This will include local short term rentals, who also contribute to HOT.
5. List other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from HOT and the number of hotel rooms used:

Month/Year Held	Assistance Amount	Number of Hotel Rooms Used
n/a		

6. How will you measure the impact of your event on area hotel activity (e.g.; room block usage information, survey of hoteliers, etc.)? Event will have post reporting back to LIT to share with the HOT Funds Board. We will gather numerical data and impact from each event that we support to measure and analyze.
7. Please list other organization, government entities, and grants that have offered financial support to your project: Support from fourteen Founding Circle Members from local



individuals to businesses to investors. We will also secure grant funding from grant opportunities
that align with our support of local tourism.

8. Will the event charge admission? Do you anticipate a net profit from the event? If there is a net profit, what is the anticipated amount and how will it be used?

Yes, we anticipate admission will be charged. We do not anticipate any net profit.

9. Please list all promotion efforts your organization is coordinating and the amount financially committed to each media outlet:

Newspaper: \$ _____
Radio: \$ _____
TV: \$ _____
Other Paid Advertising: \$ X (promotion of website/billboard)

Number of Press Releases to Media _____

Number Direct Mailings to out-of-town recipients _____

Other Promotions Instagram, social channels

10. Will you include a link to local hotels on your website for booking during this event?

Yes

11. Will you negotiate a special rate or hotel/event package to attract overnight stays?

Yes

12. What new marketing initiatives will you utilize to promote hotel and convention activity for this event?

We will promote these through introduction of our website and other marketing tactics.

13. What geographic areas does your advertising and promotion reach: Our promotion will be world wide



14. How many individuals will your proposed marketing reach who are located in another city or county? Unknown

15. If the funding requested is related to a permanent facility (e.g. museum, visitor center):

Expected Attendance Monthly/Annually: Expected to have an unlimited number of visitors to our website (will have more data to report). We will also measure those that utilize booking links from the website.
Percentage of those in attendance that are staying at area hotels/lodging facilities: %

Please Submit to:
City of Lockhart HOT Advisory Board
c/o Finance Department
P.O. Box 239
Lockhart, TX 78644



LOCKHART INITIATIVE FOR TOURISM

Hotel Occupancy Tax Presentation 2025

Mission

Lockhart Initiative for Tourism (LIT) supports tourism while preserving the unique character of our small-town community. We fund events to

promote:

Arts

Culture

Heritage



**LOCKHART
INITIATIVE
FOR
TOURISM**

We are creating a digital hub with comprehensive local tourism resources

Instagram launched

Goal: 1000 followers by 4/1/25

**LOCKHART
INITIATIVE
FOR TOURISM**



We are creating a digital hub with comprehensive local tourism resources

- Website in development now
- Will be available anytime & accessible to all
- Sample items on website:
- Local businesses
- Local lodging
- Local event spaces
- Grant funding for tourism activities

**LOCKHART
INITIATIVE
FOR
TOURISM**

Courthouse Nights
BYOB • FREE EVENT • BYOB • FREE EVENT
LOCKHART, TX

APRIL 18TH Ellis Bullard
MAY 16TH The Point
JUNE 20TH 2x GRAMMY WINNERS The Lost Bayou Ramblers
JULY 18TH Los Juanos
AUGUST 15TH QUEEN TRIBUTE BAND Magnifico

Fridays • 7pm - 10pm
South side of Courthouse Lawn

Our Request

Website development and maintenance requesting
\$5000

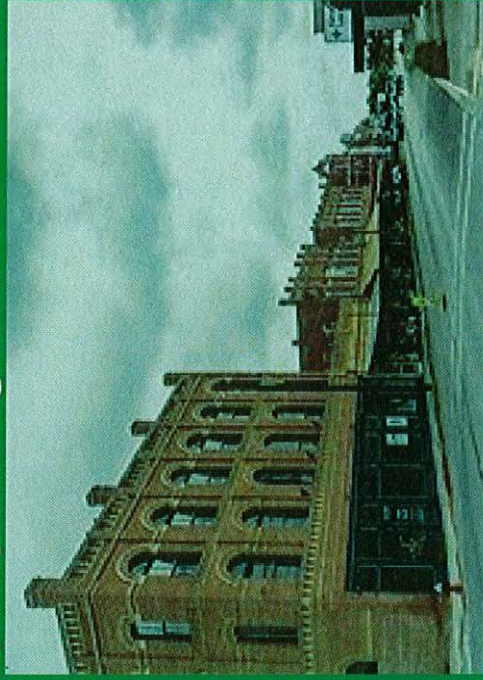
- Creating a dynamic tourism resource to tie resources together for event opportunities
- Building website (in progress)
 - Gathering all creative now



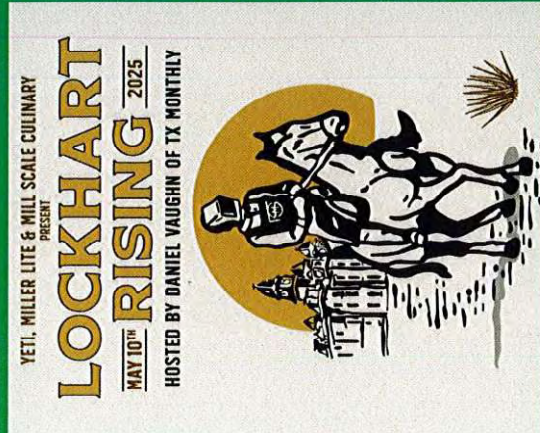
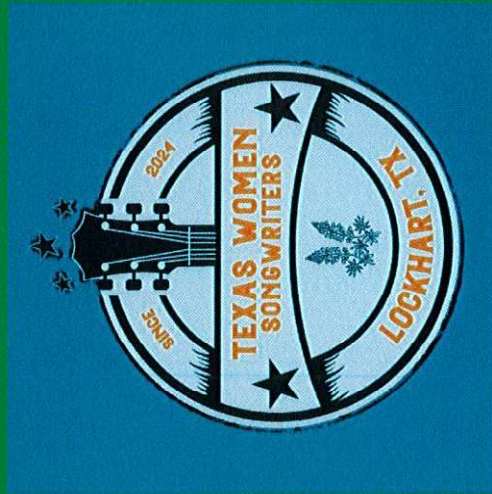
Our Request

Local Event Development \$5000

- Will focus on the Arts
- Will bring approximate 40-100 tourists to Lockhart
- Tourism events during the week (Tue - Fri)
- Funding to support lodging, hosting events directly impacting local businesses



LIT Spring Funded Events



LOCKHART
INITIATIVE
FOR
TOURISM

LIT Future Promotion & Marketing

- Future promotion & marketing
- Billboards
- Placement in marketing materials
- Revival of local events

**LOCKHART
INITIATIVE
FOR
TOURISM**

**HOTEL OCCUPANCY TAX (HOT)
FUNDING APPLICATION REQUEST
FYE 2025**

SPELLERBERG ASSOCIATES LLC

Application

Date: March 21, 2025

Organization Information

Name of Organization: Spellerberg Associates LLC (dba Spellerberg Projects)

Address: Office: 103 S Main St, Lockhart / Mailing: 6312 Woodhue Dr, Austin

City, State, Zip: Lockhart TX 78644 / Austin TX 78745

Contact Name: Martin Spellerberg Contact Phone Number: 737-333-9760

Web Site Address for Event or Sponsoring Entity spellerberg.org

Non-Profit or For-Profit status: For-Profit Tax ID #: SSN 126-86-2833

Entity's Creation Date: 2014

Purpose of your organization: Spellerberg Associates provides research and strategy to cultural organizations across the US. We operate the Spellerberg Projects artist-run center on the Lockhart square, offering studios to local artists and presenting exhibitions by visiting artists.

Event Information

Name of Event or Project: Lockhart Cultural District Community Consultation

Date of Event or Project: May 2025-June 15 2026

Primary Location of Event or Project: Historic District

Amount Requested: \$ 5000

How will the funds be used: This project seeks to establish a Texas Cultural District in Lockhart that is recognized by the Texas Commission on the Arts. Such districts may apply for grants of up to \$250,000 annually from TCA. The funds requested here support the community consultation process, and submission of an application in July 2026.

Type text here



Primary Purpose of Funded Activity/Facility:

The funds requested here will be used to organize local stakeholders in the arts, government and business.

The activity is community consensus building through surveys, focus groups, and individual meetings.

Deliverables include a LOI to the TCA in January 2026 and a full application in June 2026.

Percentage of Hotel Tax Support of Related Costs

100% Percentage of Total **Event Costs** Covered by Hotel Occupancy Tax

100% Percentage of Total **Facility Costs** Covered by Hotel Occupancy Tax for the Funded Event

100% Percentage of **Staff Costs** Covered by Hotel Occupancy Tax for the Funded Event

If staff costs are covered, estimate percentage of time staff spends annually on the funded event(s) compared to other activities 1 %

Which Category or Categories Apply to Funding Request, and Amount Requested Under Each Category:

- ☐ **a) Convention Center or Visitor Information Center:** construction, improvement, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both. Amount requested under this category: \$ _____
- ☐ **b) Registration of Convention Delegates:** furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants. Amount requested under this category: \$ _____
- ☐ **c) Advertising, Solicitations, Promotional programs to attract tourists and convention delegates** or registrants to the municipality or its vicinity. Amount requested under this category: \$ _____
- ☒ **d) Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry:** the encouragement, promotion, improvement, and application of the arts that can be shown to have some direct impact on tourism and the hotel/convention industry. The impact may be that the art facility or event can show hotel nights that are booked due to their events or that guests at hotels attend the arts event. Eligible forms of art include instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording,



and other arts related to the presentation, performance, execution, and exhibition of these major art forms : \$ 5000

- ☐ e) Historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums. Amount requested under this category: \$ _____

- ☐ f) Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the city or its vicinity. Amount requested under this category: \$ _____

How many individuals are expected to participate in the sporting related event? _____

How many of the participants at the sporting related event are expected to be from another city or county? _____

Quantify how the sporting related event will substantially increase economic activity at hotels within the city or its vicinity?

- ☐ g) Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations: 1) the commercial center of the city; 2) a convention center in the city; 3) other hotels in or near the city; and 4) tourist attractions in or near the city. Amount requested under this category: \$ _____

What sites or attractions will tourists be taken to by this transportation? _____

Will members of the general public (non-tourists) be riding on this transportation? _____

What percentage of the ridership will be local citizens? _____

- ☐ h) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality. Amount requested under this category: \$ _____

What tourist attractions will be the subject of the signs?



Questions for All Funding Request Categories:

1. How many years have you held this Event or Project: n/a
2. Expected Attendance: n/a
3. How many people attending the Event or Project will use City of Lockhart hotels? n/a
Number of the people many nights will they stay: n/a
4. Do you reserve a room block for this event at an area hotel and if so, for how many rooms and at which hotels: n/a

5. List other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from HOT and the number of hotel rooms used:

Month/Year Held	Assistance Amount	Number of Hotel Rooms Used
<u>n/a</u>	<u>n/a</u>	<u>n/a</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

6. How will you measure the impact of your event on area hotel activity (e.g.; room block usage information, survey of hoteliers, etc.)? n/a
7. Please list other organization, government entities, and grants that have offered financial support to your project: n/a Typo text here



8. Will the event charge admission? Do you anticipate a net profit from the event? If there is a net profit, what is the anticipated amount and how will it be used?

If the application is successful, the Lockhart Cultural District will be eligible for up to grants of up to \$250,000 annually from the TCA.

9. Please list all promotion efforts your organization is coordinating and the amount financially committed to each media outlet:

Newspaper: \$ 0
Radio: \$ 0
TV: \$ 0
Other Paid Advertising: \$ 0

Number of Press Releases to Media TBD

Number Direct Mailings to out-of-town recipients 0

Other Promotions We will create mailing-lists to communicate with stakeholders.

10. Will you include a link to local hotels on your website for booking during this event?

n/a

11. Will you negotiate a special rate or hotel/event package to attract overnight stays?

n/a

12. What new marketing initiatives will you utilize to promote hotel and convention activity for this event?

n/a

13. What geographic areas does your advertising and promotion reach: n/a



14. How many individuals will your proposed marketing reach who are located in another city or county? n/a

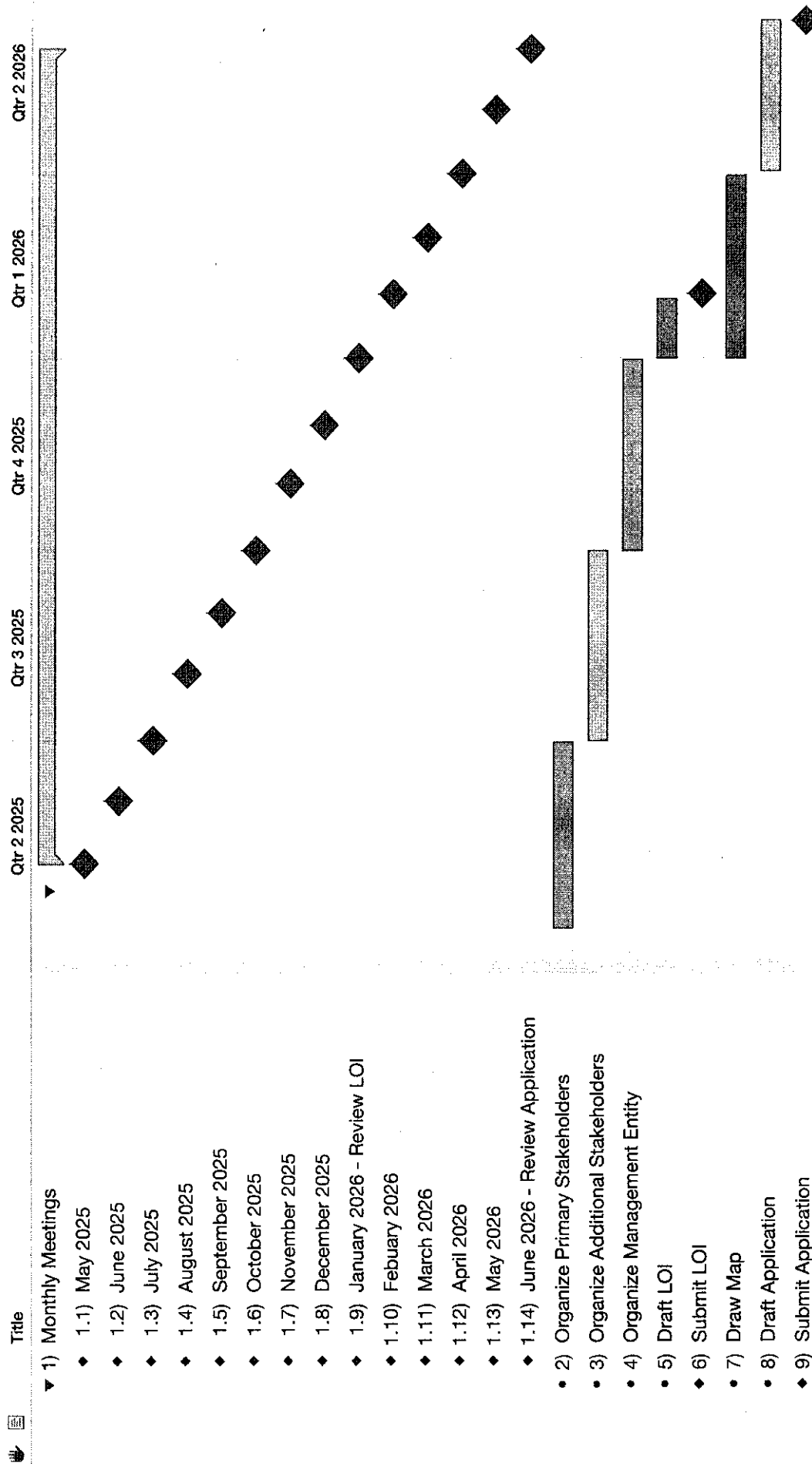
15. If the funding requested is related to a permanent facility (e.g. museum, visitor center):

Expected Attendance Monthly/Annually: n/a

Percentage of those in attendance that are staying at area hotels/lodging facilities: n/a %

Please Submit to:
City of Lockhart HOT Advisory Board
c/o Finance Department
P.O. Box 239
Lockhart, TX 78644





Introduction to Texas Cultural Districts

Assembled by Spellerberg Associates

Source: Texas Commission on the Arts Website

Updated March 2025

Executive Summary

- Cultural Districts are the Texas Commission on the Arts' flagship program supporting Cultural Tourism.
- Eligible for up to \$250,000 annually from TCA
- A Cultural District is the anchor of a recognized, labeled, mixed-use area of a community in which there exists a high concentration of arts and cultural facilities, individual artists and events that are promoted to attract cultural tourists.
- Designation is most likely to be awarded to a district that is already defined in terms of leadership, geographic boundaries, branding, and current assets.
- Examples: Georgetown Cultural District, Wimberley Valley Cultural District

Roadmap

- A. Organize Stakeholders
- B. Draw Cultural District Map
- C. Designate the Management Entity
- D. Submit application

Key Dates

- Letter of intent due January 31, 2026
- Application due June 15 2026

Spellerberg Associates

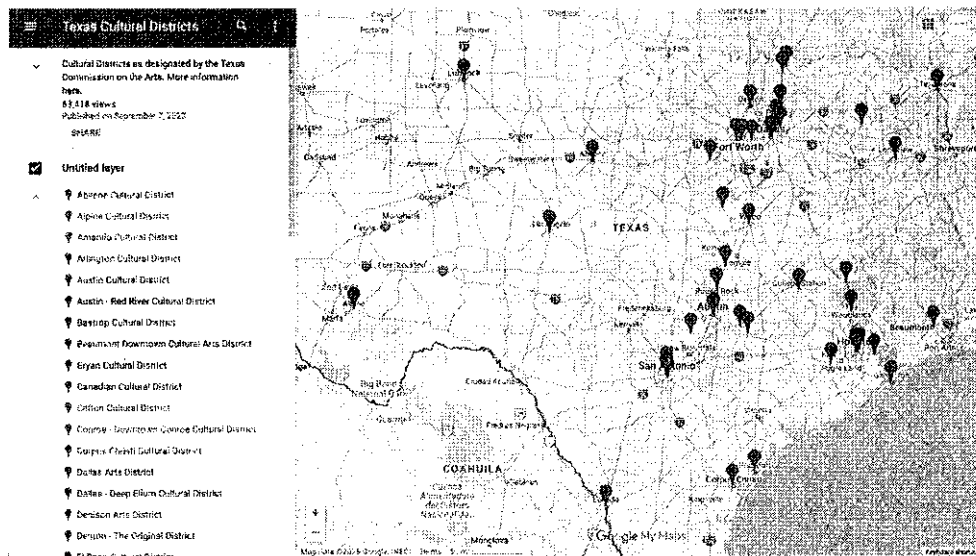
What are Cultural Districts?

- Cultural Districts are the TCA's flagship program supporting Cultural Tourism.
- Cultural Districts are special zones that harness the power of cultural resources to stimulate economic development and community vitality.
- A Cultural District is the anchor of a recognized, labeled, mixed-use area of a community in which there exists a high concentration of arts and cultural facilities, individual artists and events that are promoted to attract cultural tourists.
- The outcomes of Cultural Districts extend beyond the arts and can benefit all members of a community.
- Cultural Districts can become focal points for generating businesses, attracting tourists, stimulating cultural development and fostering civic pride.

Goals

- Attracting artists and cultural enterprises to the community.
- Encouraging business and job development.
- Establishing tourism destinations.
- Preserving and reusing historic buildings.
- Enhancing property values.
- Fostering local cultural development.

Existing Districts



<https://www.arts.texas.gov/initiatives/cultural-districts/map-of-cultural-districts/>

Spellerberg Associates

Georgetown Cultural District

"The Georgetown Cultural District is a 40-block area around the Courthouse Square including the Palace Theatre, the Williamson Museum, and the Georgetown Public Library. Visitors will find public art, art galleries, and live music festivals. In any given week, visitors to the district will find multiple performances, art openings or live music. There are multiple venues that showcase eclectic and traditional art, and visitors will find themselves swept away by award winning performances."

Wimberley Valley Cultural District

"Wimberely, with its breath-taking natural beauty inspires creativity, has become a magnet for arts and culture throughout the region. Visitors can refresh and recharge in one of the many Hill County retreats, rustic cabins, or resorts. Both visual and performing arts are widely represented in the Wimberley Valley. The cultural district is located in the heart of downtown on the Square where you will find numerous galleries, cafes, music venues, as well as a visitor's center. The calendar of events features artist demonstrations, festivals, plays, and more."

Success Factors

- A unique and authentic identity that highlights what is special about the district and the community is in place.
- Community support of the district is in place to ensure continued success.
- Artists are partners, not products, and are valued as members of the community.
- Strategic partnerships have been brokered that result in a variety of resources.
- Inclusive cultural and strategic planning has been completed that articulates a vision for the cultural district and the broader community.
- A district has sustainable artist live/work spaces that provide artists with a productive environment.
- A local developer has committed to the cultural district and understands the power of arts and culture in community and economic development.
- Anchor institutions and special events are in place and they are the cornerstones of the community and the district.
- Artist recruitment is an organized effort that shows how a community is willing to welcome new artists and facilitate their establishment.
- Events and venues are accessible to ensure that participation is available to all of the community and visitors.
- Clear signage is in place so visitors and the community can recognize the boundaries. The signage can be enhanced with distinctive logos, maps and other visual materials.
- A user-friendly website with comprehensive information about the district is available for the community and for visitors.

Spellerberg Associates

- Marketing and promotion efforts are in place to attract visitors, potential residents and new businesses.
- Strong amenities such as restaurants, lodging and recreation bolster the efforts of the cultural district.

Challenges

- Gentrification is an unintended consequence of increasing property values. Displacement of existing residents can lead to the loss of a region's unique and authentic identity and diminish local support.
- Staffing and administration prove to be one of the most common challenges for local districts. Many districts are staffed as part-time or volunteer positions.
- Financing and securing funding for districts is one of the most difficult challenges a local district administrator faces. Even when creative partnerships are used to augment resources, funds for planning and promoting local districts can be difficult to secure.
- Relevance to local residents needs to be considered with equal respect to efforts that attract tourism. Districts face hardship when they do not have the support of their own community.
- Long-term planning contributes to the success of districts. Planning and evaluation of local efforts can be time consuming and demand extra resources but are crucial to sustaining a local district.

TCA Grant Eligibility

TCA Arts Respond Cultural District Project Grants

\$3,000-\$250,000 annually, with a dollar for dollar (1:1) match requirement

- Supports projects that use the arts to diversify local economies, generate revenue, and attract visitors and investment.
- This competitive grant program provides project assistance grants on a short-term basis and may include administrative costs directly related to the project.
- This program is designed for projects that focus on significant cultural tourism projects.

Projects must serve at least one of the following:

- High quality arts programming that will attract a significant number of visitors from 50 miles or more outside the community (i.e., blockbuster art exhibitions, national or regional premieres, major festivals)
- Enhancements to the cultural district to make it more accessible, attractive, cohesive-looking, and safe for visitors
- Improved signage and wayfinding for the district

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- Promotion of the district; this may include the district's website, branding, and marketing
- Organizational support for the management and operations of the district
- These grants may include capital improvements.

TCA does NOT fund:

- Competitive grants that exceed 25% of the organization's previous year's cash operating revenues
- Social functions, parties, receptions, fundraisers, or galas
- Operating expenses for home offices
- Operating expenses for state operated facilities including, but not limited to, salary support and facility costs
- Activities for which college or university students receive academic credit
- Projects at colleges and universities that serve mostly students and faculty, with minimal or no community involvement
- Projects by privately owned for-profit corporations
- Financing of political activities
- Retroactive funding
- Debt reduction
- Projects, productions, workshops and/or programs that include obscene material as defined in Section 43.21, Penal Code of Texas.
- The Commission will not fund capital improvements for rented or leased spaces.

Cultural District Designation

- Cultural Districts are recognized by the TCA via a process called Designation.
- Designation is most likely to be awarded to a Cultural District that is already defined in terms of leadership, geographic boundaries, branding, and current assets.

Strong candidates for Designation have:

- An existing concentration of arts and cultural assets is clustered in one walkable area of the city that it wants to promote to visitors.
- The community is ready for tourists NOW.
- The community is activated with predictable events.
- Visitors know they are in a special place with interesting things to do and see (arts, culture, restaurants, lodging, and fun)

You are ready for Designation when:

- There is strong political support for the Cultural District.
- There is strong support from arts and cultural leaders.

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- You have access to research and planning expertise.
- Planning efforts reflect the diversity of your community.
- Plans include marketing and promotion strategies.
- You know where funds are coming from to pay for development, promotion and activities.
- You have an organization with staff and management capacity to act as administrative and fiscal agent.
- You know why you need a cultural district.

Setting Expectations

- Many applications for Cultural District Designation are not approved on the first, or even second try. Do not be discouraged!
- This process is designed to provide applicants with constructive, actionable feedback on how to better position the district for success.

Roadmap to Designation

- A. Organize Stakeholders
- B. Draw Cultural District Map
- C. Designate the Management Entity
- D. Apply for Cultural District Designation

A. Organize Stakeholders

An organization by itself or representing a collaborative effort will file an application to recognize their cultural district.

Primary Stakeholders

- Arts organizations, artists and art agencies
- Governmental agencies
- Development authorities
- Business associations

Additional Stakeholders

- Chamber of Commerce
- Convention & Visitors Bureau
- Land developers
- Banks
- School districts
- Universities

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- Local foundations
- Other nonprofits

B. Draw Cultural District Map

How to set Cultural District boundaries:

- Select a contiguous area that is walkable.
- Include lots of arts activity.
- The artistic resources should play a vital role in the livability and economic development of the city.
- The district must be actively engaged in promotion.
- Include restaurants, venues, hotels and other amenities.

What is walkability?

- The built environment is friendly for people living, shopping, visiting and spending time in it.
- It has a center - a main street or a public square;
- Enough people for business and activity to flourish;
- Mixed income and mixed use with affordable housing nearby;
- Parks and public spaces to gather and play;
- Designed for pedestrian use - buildings close to the street with parking at the back;
- Close to schools and workplaces; and
- Streets designed for bicyclists, pedestrians, people with disabilities, and has public transit.

C. Designate a Management Entity and Define the Organizational Structure

The Cultural District Management Entity (CDME) will be the organization leading the efforts for the district, convening stakeholders regularly, managing the tracking of visitors, coordinating programming efforts, and marketing of the district as a whole.

The CDME must be one of the following:

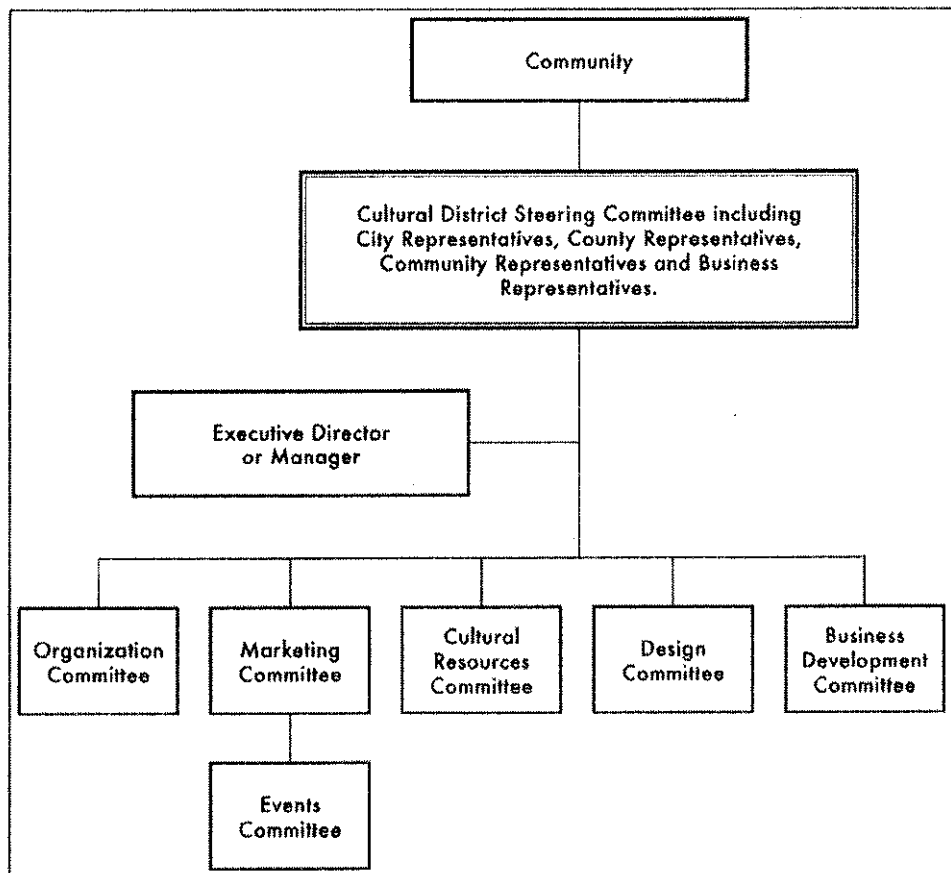
- Texas-based 501(c)(3) nonprofit arts organization with cash operating revenues of \$50,000 or more for the past two years as demonstrated by their two most recently filed IRS Form 990s
- A Texas governmental agency or department, or
- A TCA recognized College Arts Institution

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CDME responsibilities:

- CDME is the central contact for the district with TCA.
- CDME relays TCA communications to the district members.
- CDME verifies annually all nonprofit art organizations headquartered in district and works with TCA to refine list of organizations eligible for TCA Cultural District Project grants.
- CDME writes letters of support for all Cultural District Project grant applications from eligible organization in the district.
- CDME will detail how they will promote the proposed grant activities.
- CDME files the annual report to TCA on the district visitorship, along with noteworthy district updates, activities, and efforts.
- CDME files the 10 year report for the district, which is required for recertification.

Organizational Structure



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D. Apply for Designation

1. Applicants must schedule an orientation meeting and work closely with Commission staff in the development of their application.
2. Submit a letter of intent that includes a one-page description of the plans for the cultural district. Due January 31.
3. Create a list of all non-profit arts and cultural organizations that are officially a part of your cultural district.
4. Where appropriate, secure an IRS Letter of Determination for the CDME.
5. Write Application and Powerpoint Presentation. Due June 15.

Application Evaluation Criteria

High Artistic Quality (50%)

- Artistic significance
- Quality of works of art
- Quality of artists
- Impact on artists
- Quality of services

Sufficient Capability (25%)

- Administrative capability
- Personnel
- Demonstrated history
- Budget
- Planning, implementation, evaluation

Community Impact (25%)

- Public service
- Audience or participants
- Education
- Outreach
- Economic impact

Powerpoint Guidelines

- "5 minutes"
- Brief overview and description of your Cultural District that includes a map.
- Brief description of Cultural District assets, events and activities that will attract visitors and generate economic impact.

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- A demonstration of community support for the Cultural District through interviews with stakeholders and photographs and/or video of activities.
- Remember to emphasize artistic quality through this material.
- Marketing and promotion plans for the Cultural District and who your partners include.
- Show how you will capture statistical data on visitors from people 50 miles+ outside your community.

Getting Help

- TCA staff can assist the applicant in making the best presentation for funding.
- TCA staff will accept draft applications for review and comment up to two weeks before the deadline.
- TCA staff are also available to consult with applicants by telephone or in person at the TCA offices in Austin, Texas.
- Staff will not write the application or make funding decisions.

**HOTEL OCCUPANCY TAX (HOT)
FUNDING APPLICATION REQUEST
FYE 2025**

**TROUBADOR IMAGE + SOUND
78644 PODCAST**

Application

Date: 4/18/24

Organization Information

Name of Organization: Troubadour Image + Sound

Address: 416 South Church Street

City, State, Zip: Lockhart, Texas 78644

Contact Name: Kate Collins Contact Phone Number: 512-796-5406

Web Site Address for Event or Sponsoring Entity 78644podcast.com

Non-Profit or For-Profit status: Non-Profit Tax ID #: TKTKTKKT

Entity's Creation Date: 10/20/2022

Purpose of your organization: _____

To celebrate, support, and promote music, art, and culture in the Lockhart area

Event Information

Name of Event or Project: 78644 Podcast

Date of Event or Project: 2 episode per month

Primary Location of Event or Project: Available with video on Youtube as well as all podcast platforms

Amount Requested: \$ 18,000

How will the funds be used: _____

The funds will be used pay for the GHA Marketing agency to push the content to all
forms of socail media as well as strategic implementation to maximize the
alorithm and extend the reach far beyond the 78644 zip code.



Primary Purpose of Funded Activity/Facility:

The main aim of seeking funds is to finance advertising efforts aimed at promoting the podcast beyond the Lockhart area. The goal is to attract more tourists to our region, thereby bolstering support for local music and art. Tourism revenue has the potential to significantly boost our creative community, ensuring its sustainability

Percentage of Hotel Tax Support of Related Costs

10% Percentage of Total **Event Costs** Covered by Hotel Occupancy Tax

 Percentage of Total **Facility Costs** Covered by Hotel Occupancy Tax for the Funded Event

 Percentage of **Staff Costs** Covered by Hotel Occupancy Tax for the Funded Event

If staff costs are covered, estimate percentage of time staff spends annually on the funded event(s) compared to other activities %

Which Category or Categories Apply to Funding Request, and Amount Requested Under Each Category:

- ☐ **a) Convention Center or Visitor Information Center:** construction, improvement, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both. Amount requested under this category: \$
- ☐ **b) Registration of Convention Delegates:** furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants. Amount requested under this category: \$
- ☒ **c) Advertising, Solicitations, Promotional programs to attract tourists and convention delegates** or registrants to the municipality or its vicinity. Amount requested under this category: \$
- ☐ **d) Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry:** the encouragement, promotion, improvement, and application of the arts that can be shown to have some direct impact on tourism and the hotel/convention industry. The impact may be that the art facility or event can show hotel nights that are booked due to their events or that guests at hotels attend the arts event. Eligible forms of art include instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and soundrecording,



and other arts related to the presentation, performance, execution, and exhibition of these major art forms : \$_____

- ☐ e) Historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums. Amount requested under this category: \$_____

- ☐ f) Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the city or its vicinity. Amount requested under this category: \$_____

How many individuals are expected to participate in the sporting related event? _____

How many of the participants at the sporting related event are expected to be from another city or county? _____

Quantify how the sporting related event will substantially increase economic activity at hotels within the city or its vicinity?

- ☐ g) Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations: 1) the commercial center of the city; 2) a convention center in the city; 3) other hotels in or near the city; and 4) tourist attractions in or near the city. Amount requested under this category: \$_____

What sites or attractions will tourists be taken to by this transportation? _____

Will members of the general public (non-tourists) be riding on this transportation? _____

What percentage of the ridership will be local citizens? _____

- ☐ h) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality. Amount requested under this category: \$_____

What tourist attractions will be the subject of the signs?



Questions for All Funding Request Categories:

1. How many years have you held this Event or Project: 1.5 years
2. Expected Attendance: We have had 9,896 downloads to date, 85% being outside of Lockhart
3. How many people attending the Event or Project will use City of Lockhart hotels? TBD

Number of the people many nights will they stay: 2 nights

4. Do you reserve a room block for this event at an area hotel and if so, for how many rooms and at which hotels: _____
No, but we are proposing a discount code/perk offered through the podcast to help drive traffic.

5. List other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from HOT and the number of hotel rooms used:

Month/Year Held	Assistance Amount	Number of Hotel Rooms Used
<u>N/A</u>	_____	_____
_____	_____	_____
_____	_____	_____

6. How will you measure the impact of your event on area hotel activity (e.g.; room block usage information, survey of hoteliers, etc.)? _____

We will be able to track the success through the use of the code.

7. Please list other organization, government entities, and grants that have offered financial support to your project: N/A



8. Will the event charge admission? Do you anticipate a net profit from the event? If there is a net profit, what is the anticipated amount and how will it be used?

No

9. Please list all promotion efforts your organization is coordinating and the amount financially committed to each media outlet:

Newspaper: \$ _____

Radio: \$ _____

TV: \$ _____

Other Paid Advertising: \$ 18,000

Number of Press Releases to Media _____

Number Direct Mailings to out-of-town recipients _____

Other Promotions _____

10. Will you include a link to local hotels on your website for booking during this event?

Yes

11. Will you negotiate a special rate or hotel/event package to attract overnight stays?

Yes

12. What new marketing initiatives will you utilize to promote hotel and convention activity for this event?

We have hired a marketing agency who specilaizes in promoting video and audio podcasts.

13. What geographic areas does your advertising and promotion reach: _____

Worldwide



14. How many individuals will your proposed marketing reach who are located in another city or county? _____

15. If the funding requested is related to a permanent facility (e.g. museum, visitor center):

Expected Attendance Monthly/Annually: N/A

Percentage of those in attendance that are staying at area hotels/lodging facilities: _____%

Please Submit to:

City of Lockhart HOT Advisory Board
c/o Finance Department
P.O. Box 239
Lockhart, TX 78644





78644

LOCKHART + MUSIC

A Podcast for Everything Happenin' in Lockhart

MARKETING PLAN

MARKETING OBJECTIVES:

- Increase awareness of Lockhart as a tourist destination.
- Drive website traffic and engagement with Lockhart's creative attractions.
- Increase visitor footfall to Lockhart's local businesses, including venues, galleries, and historical locations.
- Enhance Lockhart's reputation as a cultural and hub within Texas.

TARGET AUDIENCE:

Families: Seeking weekend getaways or day trips.

Music Fans: Interested in Lockhart's growing music scene.

Art Buffs: Interested in the multiple galleries exploring variety of mediums

Quarky Small Town Charm: Through our humor and first person accounts of "mostly true" Lockhart history and its characters.

MARKETING CHANNELS AND STRATEGIES PARTNERING WITH GHA MARKETING

1. Measurable Impact:

Key performance indicators (KPIs) such as podcast downloads, social media engagement, referral traffic, and promotional uptake will be tracked. These metrics will demonstrate the podcast's role in increasing overall awareness and by association, tourism and hotel occupancy. We have seen strong growth in the past 4 weeks, with a 10x increase in youtube views and a 60% increase in Instagram views since increasing our marketing budget.

2. Showcasing Local Culture & Music:

Our podcast is uniquely curated like a news segment. By featuring in-depth interviews with local personalities and covering Lockhart's buzzing music scene, we create authentic narratives that highlight the town's cultural vibrancy.

3. Building a Tourism Narrative:

Each episode will focus on the town's hidden gems—from local eateries to art venues—crafting a compelling story that positions Lockhart as a must-visit destination. This narrative will resonate with potential visitors looking for an authentic cultural experience.

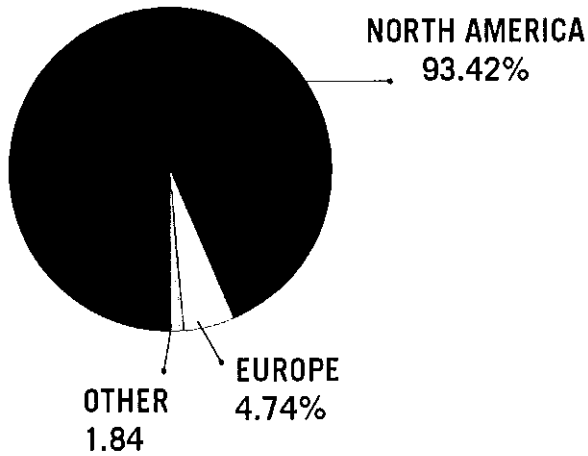
4. Digital Outreach & Engagement:

Our episodes are distributed through social media, Youtube and major podcast platforms. We'll be continuously iterating on the organic reach of the episodes, boosting visibility, track engagement, and drive traffic to Lockhart's tourism sites which are all linked in all show notes and descriptions—helping to convert interest into actual visits."

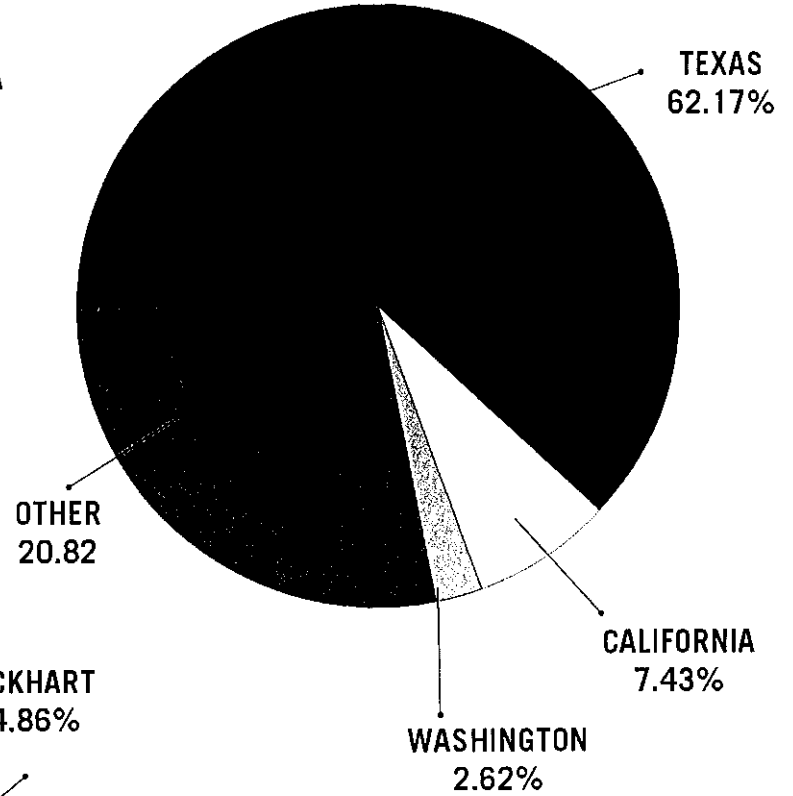
GEO LOCATION PERFORMANCE

9,896 DOWNLOADS FROM SEASON1-TODAY

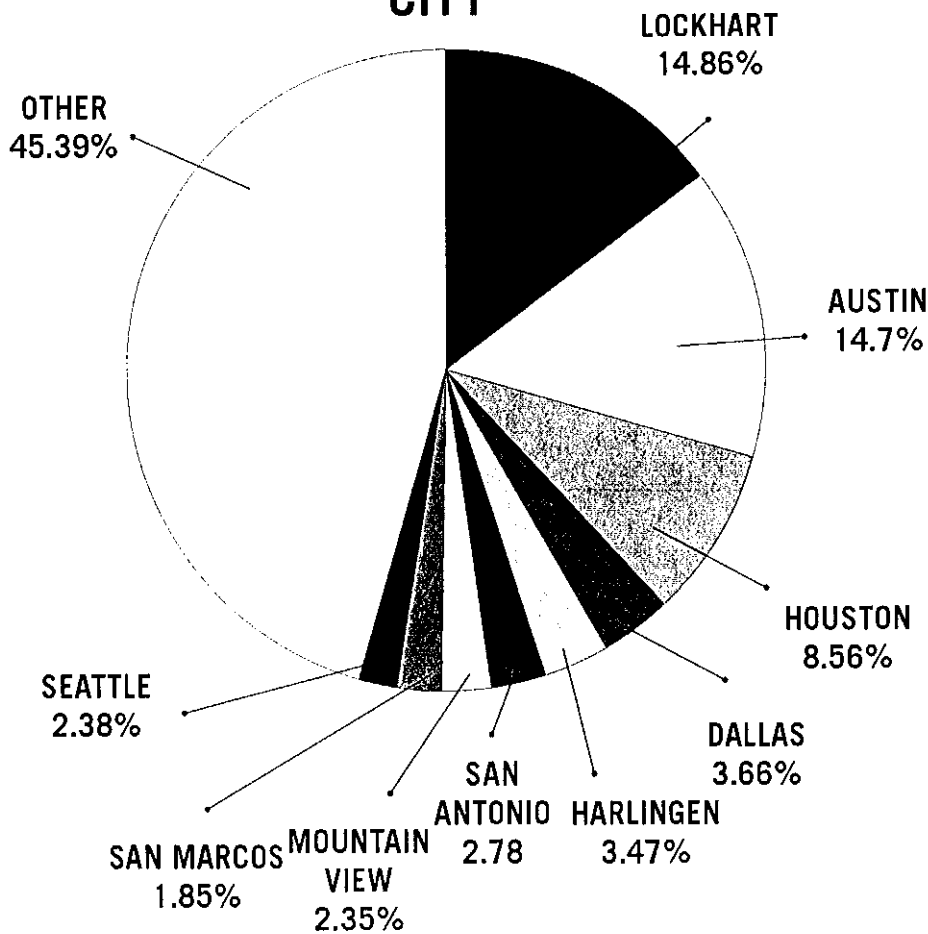
CONTINENT



REGION



CITY



**EVERY TOWN
HAS A STORY.**

THIS ONE IS OURS.



HOWDY!

We hope this letter finds you well. We are writing on behalf of The 78644 Podcast to request financial consideration from the Hotel Tax Fund to further our mission of promoting Lockhart as a cultural and tourism destination.

Lockhart's creative scene is thriving, with multiple music venues hosting events multiple times a week, a theater producing high-quality performances, and galleries showcasing both established and emerging artists. Our town has evolved beyond its barbecue fame into a true hub for arts and culture, and 78644 plays a key role in spreading that message to a wide audience.

Through engaging interviews with local musicians, artists, and business owners, our podcast highlights the unique experiences that make Lockhart special, encouraging visitors to explore and invest in our community. We also actively promote Lockhart's existing tourism draws, covering major events like Cinco de Mayo, the Chisholm Trail Roundup, and Courthouse Nights, amplifying their reach and attracting even more visitors to town.

To expand our impact, we've partnered with GHA Marketing, a firm specializing in podcast growth. With their expertise, we've doubled our episode releases to twice a month and officially transitioned into a video podcast—allowing audiences to either listen or watch 78644 and connect with Lockhart before they visit.

Beyond promotion, 78644 actively gives back to the community. Through our "Tip the Band" program, we've raised nearly \$10,000 for musicians featured on the podcast, providing direct financial support to the artists who help make Lockhart a cultural destination. Additionally, we've raised \$2,100 for Feeding Texas, further demonstrating our commitment to using our platform for positive local impact.

With targeted online advertising and social media campaigns, we are working to bring more visitors to Lockhart, supporting local businesses and increasing tourism revenue. Your support will allow us to expand our outreach and enhance our production quality, maximizing our ability to showcase Lockhart as a must-visit destination.

Additionally, you have the option to make this project 100% tax-deductible through our fiscal sponsorship with the Austin Creative Alliance.

Thank you for your time and consideration. I welcome the opportunity to discuss this further and appreciate your support in helping Lockhart continue to grow as a premier destination for arts, culture, and tourism.

Warm Regards,



Kate Collins
PRODUCER



Steven Collins
HOST

*Courthouse
Nights* ★ 🌙



LOCKHART TX

2025 HOT Applicant





What is Courthouse Nights?

Courthouse Nights brings the ENTIRE community together through music.

CN is a family-friendly, monthly concert series on the Caldwell County Courthouse lawn in Lockhart, TX. It is held from April to August every year. This series is a free concert which aims to bring a different genre of music each month in hopes to represent Lockhart's rich, diverse community. **CN is a non-profit organization.**

COURTHOUSE NIGHTS GOALS

01

Create a fun & safe atmosphere for connecting our entire community.

Located on our beautiful downtown square.

02

Foster a sense of unity through the arts.

Free concert so all can partake and enjoy.

03

Show off our beautiful downtown square.

By not allowing outside vendors, we encourage all to shop on our square for food, drink and other concert needs.

Why are grants so important for us?

And Why Do We Need You?



Each year, we reach out to our community to offer sponsorship opportunities. With Lockhart's continued growth, more businesses and individuals have the chance to support and give back to their community. While growth brings new opportunities, we also recognize that it has increased the level of competition within the sponsor pool.

We need you because:

- We want to keep CN free for the community!
- Each month costs roughly \$6k to produce.
- We want to book bigger named bands.
- We want to hire a professional production team.
- We want to pay artists what they should be paid.
- We would like to hire a staff.

WHERE DOES THE GRANT MONEY GO?

We've had 4 successful seasons of fun for the community thanks to our sponsors and grants.



Insurance

We need to keep all safe and sound.

\$350/month



Talent

We hire popular bands from the central texas area who are fun for all.

\$2500-3500/month



Staff

We hire a LOCAL and professional team every season.

\$2100/month



Marketing

- Signage/Banners
- Content Creation
- On-line presence
- Wearable marketing

\$500/month

How Does Our Community Benefit Economically?

CN is 100% Vendor-Free!

We want to highlight our beautiful downtown square!

This translates to highlighting our local businesses! Each month we have an average of 500 people on our square both locals and out of town visitors.

CN is gaining popularity!

Every year brings bigger crowds!

Out of town visitors are making weekends surrounding our events. With so many things to do in town along with so many airbnbs and our few hotels, it is easy for visitors to stay in town!





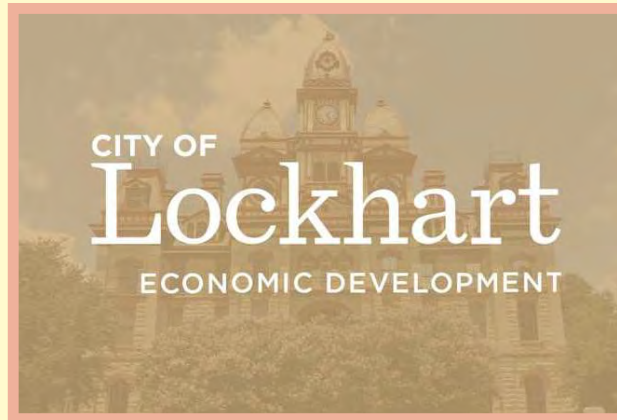
Courthouse Nights promotes tourism AND celebrates our community!

We would be honored to be awarded a 2025 HOT grant!

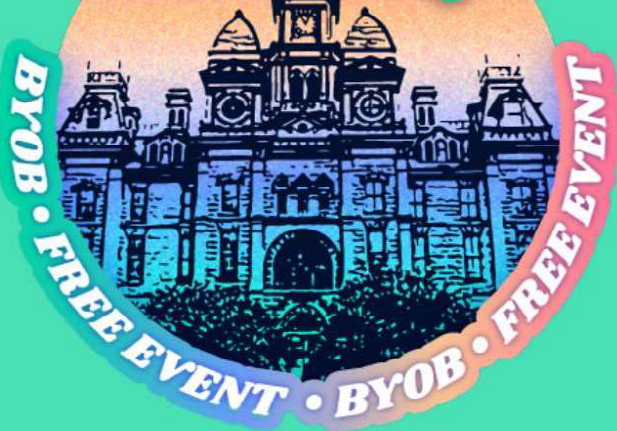
Our popularity is growing! We also now have a board to help with planning, operating and managing. We really hope to partner more with the City of Lockhart and the Economic Development Team to promote this series as a way to generate more economic growth for our businesses, tourism and hotel industries here in Lockhart.

AWARDS & GRANTS

- 2023 City of Austin's Live Music Fund Awardee
- 2024 City of Lockhart Hotel Occupancy Tax (HOT) Awardee
- City of Lockhart "Best Of" Awardee
 - 2021-2025 Best Community Event
 - 2022-2024 Best Live Music Venue



Courthouse Nights



LOCKHART, TX

APRIL 18TH **Ellis Bullard**

MAY 16TH **The Point**

2X GRAMMY WINNERS

JUNE 20TH **The Lost Bayou
Rambler**

JULY 18TH **Los Juanos**

QUEEN TRIBUTE BAND

AUGUST 15TH **Magnifico**

Fridays • 7pm-10pm

South side of Courthouse Lawn



Thank you!

See ya' on the lawn
April 18th!



The Gaslight- Baker Theatre HOT Funds Presentation 2025

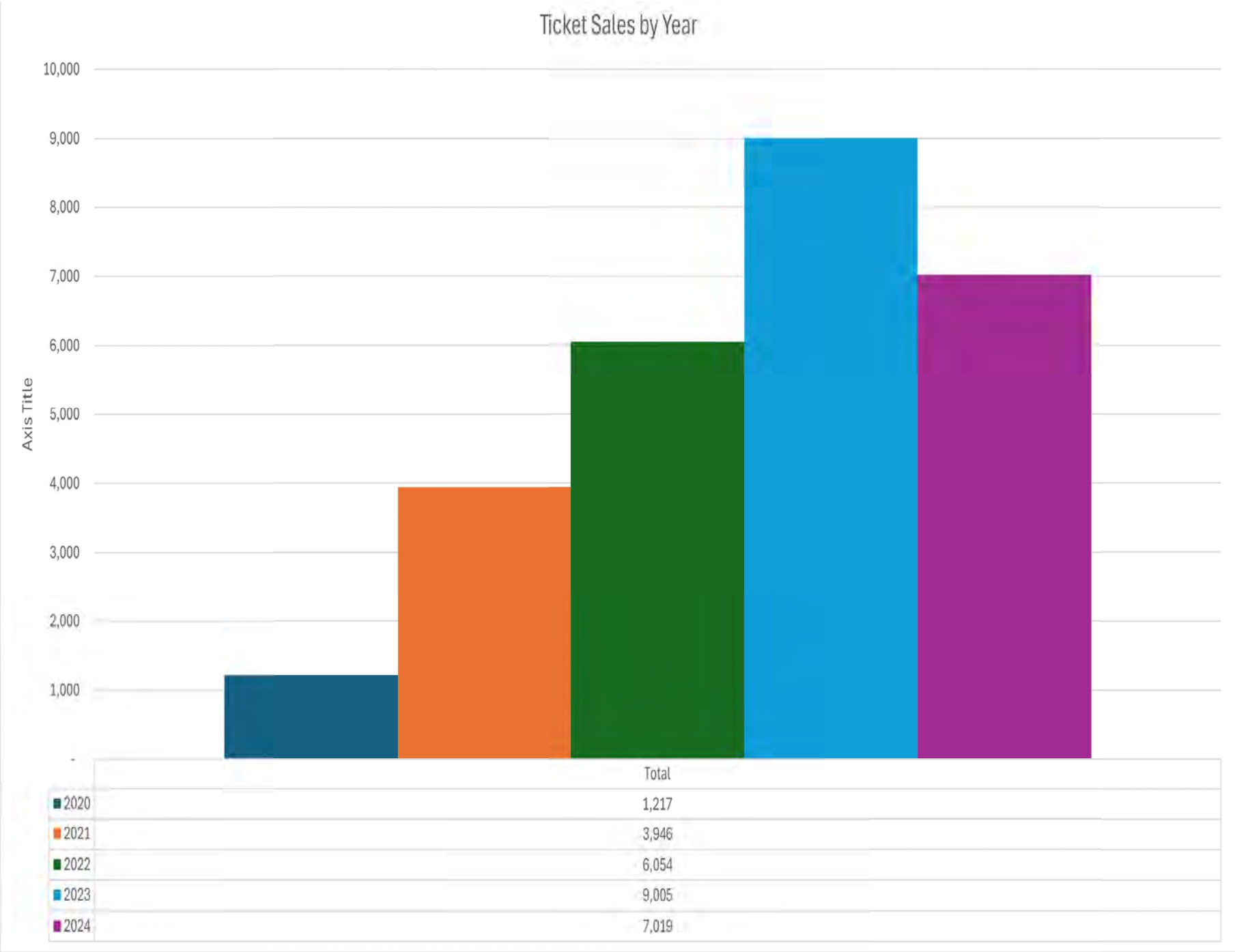


The 2024 HOT funds paid for electrical upgrades for safer and more efficient lighting and other tech.

Thank You



Attendance 2024:
7019



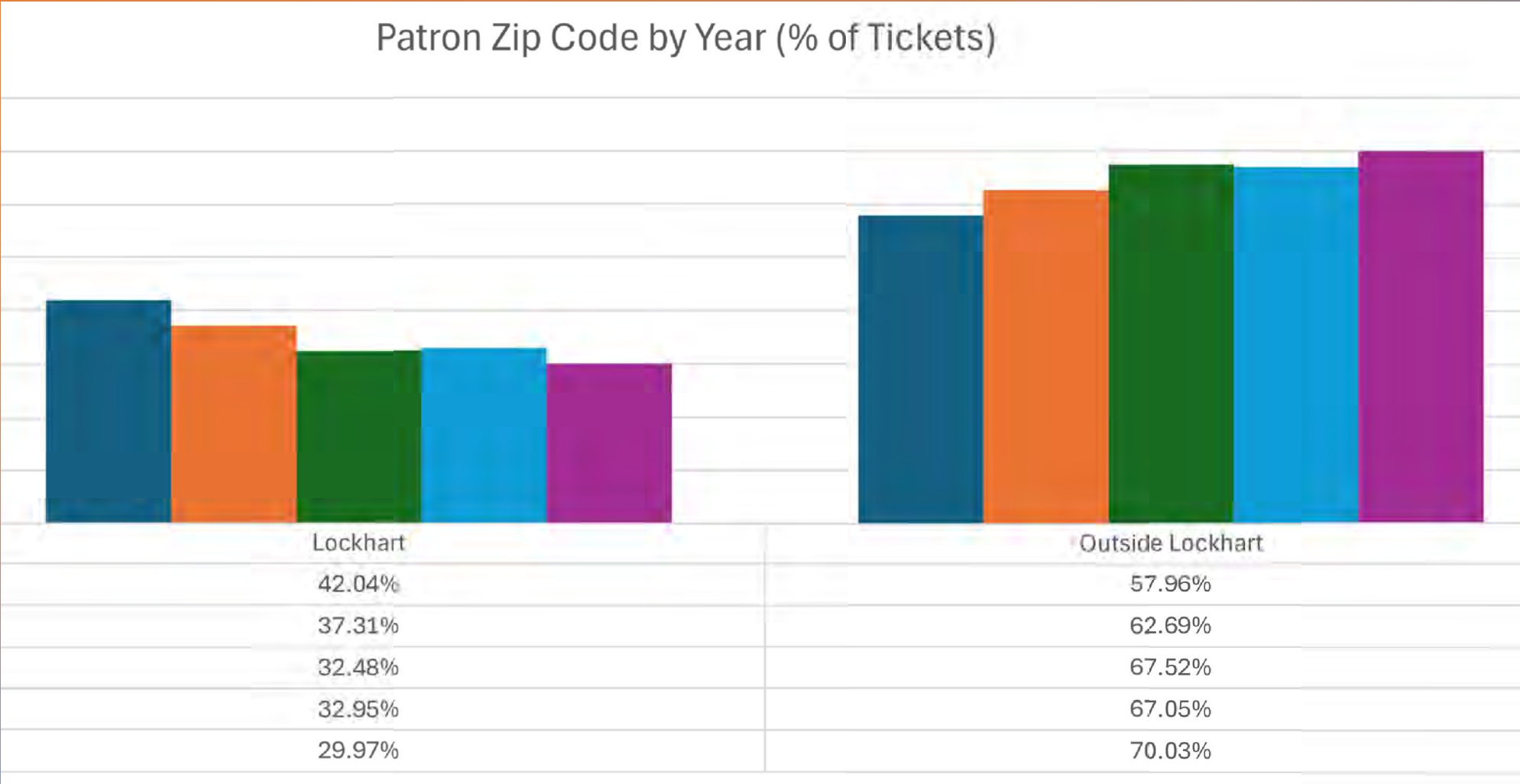
Last year we drew over 130 kids into our Education Program. This year we are experiencing a 30 percent increase including new adult classes.



Volunteers

We estimate that over 500 volunteers, not including performers help make our theater a success.





Out of Zip Code Visitors

Local Hotel Support

Overnight Stay Survey for
Online Ticket Sales

Website Local Stay Links

Playbill Local Stay Mentions



For 2025 the GBT is once again requesting \$15,000 to aid in auditorium and building restorative work and improvements.



This Photo by Unknown Author is licensed under [CC BY-NC-ND](#)

Primarily
repainting
and
brickwork on
the the
outside of
both of our
buildings.

Allowing Us to Charge!
Into the Future



Request for HOT Funds: GCC Hispanic Chamber of Commerce

Supporting Culturally-Relevant Tourism in Lockhart through Hotel
Occupancy Tax Funding for 2025.

Presented to Lockhart City Council, April 3, 2025.



Introduction: GCC Hispanic Chamber of Commerce





Culturally-Relevant Events



Diez y Seis

Mexican Independence celebration draws thousands each September



Cinco de Mayo

Vibrant cultural festival celebrating Mexican heritage



Economic Impact of GCC Events

~5,000

Attendees

Average per event weekend

60%

Tourists

Come from outside Caldwell County

\$500K

Annual Spending

Direct economic impact on local
businesses

Proposed Use of HOT Funds



Marketing

20% of funds

- Target tourists in Austin and San Antonio
- Digital and print advertising
- Ads on social media and radio and streaming services



Infrastructure

30% of funds

- Stage and Sound Equipment
- Security and Facilities



Programming

50% of funds

- Artists and Performers
- Cinco de Mayo 5K/10K



Alignment with HOT Funding Criteria

Promotes Tourism

Events directly increase hotel stays and visitor numbers

Attracts Visitors

Marketing targets potential tourists from nearby cities

Leverages Success

Builds on proven track record of well-attended events

Supports Culture

Highlights Lockhart's unique cultural heritage

Partnership Opportunities



Hotel Collaboration

Joint marketing with local accommodations



Local Attractions

Cross-promotion with Lockhart destinations



Business Network

Chamber members dedicated to growing tourism



Conclusion: Invest in Cultural Tourism

Proven Success

GCCHCC has demonstrated ability to drive tourism

Enhanced Events

HOT funding will attract more visitors and extend stays by enhancing quality of event

Cultural Heritage

Investment celebrates Lockhart's unique community identity

Thank you for your consideration! Questions?





Hotel Occupancy Tax Presentation 2025

Mission & Values

Our mission is to promote a prosperous business environment for our members and enhance the community.

We Strive to Be:

- ✓ Membership Focused
- ✓ Involved in our Community
- ✓ Innovative
- ✓ Ethical
- ✓ Fiscally Responsible



Overview

This high-level overview outlines two separate HOT grant applications:

- Chisholm Trail Roundup
- Lockhart Visitor's Center



Lockhart Visitor's Center

Project Overview

- Relocation and expansion of the Lockhart Visitor's Center to the town square.
- Creation of a **retail shop, information hub, and community attraction space.**
- Enhancement of visitor services and experience.

Funding Request & Allocation

- Requested funds: **\$130,000**
- Primary use of funds:
 - Staff salary support (75% of Visitor's Center Coordinator salary).
 - Extended operating hours (including weekends & events).
 - Facility improvements & retail expansion.
 - Internship program for local high school students.
 - Strengthening regional tourism partnerships.



Lockhart Visitor's Center

Expected Impact on Tourism

- Increased visitor engagement and resource accessibility.
- More overnight stays via **targeted weekend getaway marketing**.
- Strengthened partnerships with Texas chambers to drive cross-tourism.

Internship Program Highlights

- **2-3 high school juniors per year.**
- Summer schedule: **Thursday-Monday shifts.**
- School-year schedule: **Fridays, Saturdays & special events.**
- Interns will assist with **daily operations, visitor engagement, and events.**

Key Objectives

- Boost visitor engagement through a more prominent and resourceful center.
- Drive economic benefits via tourism and extended visitor stays.
- Establish Lockhart as a premier weekend destination in Texas.



Online Engagement:

Facebook

Jan 1, 2024 - Dec 31, 2024

Turn on Facebook story insights

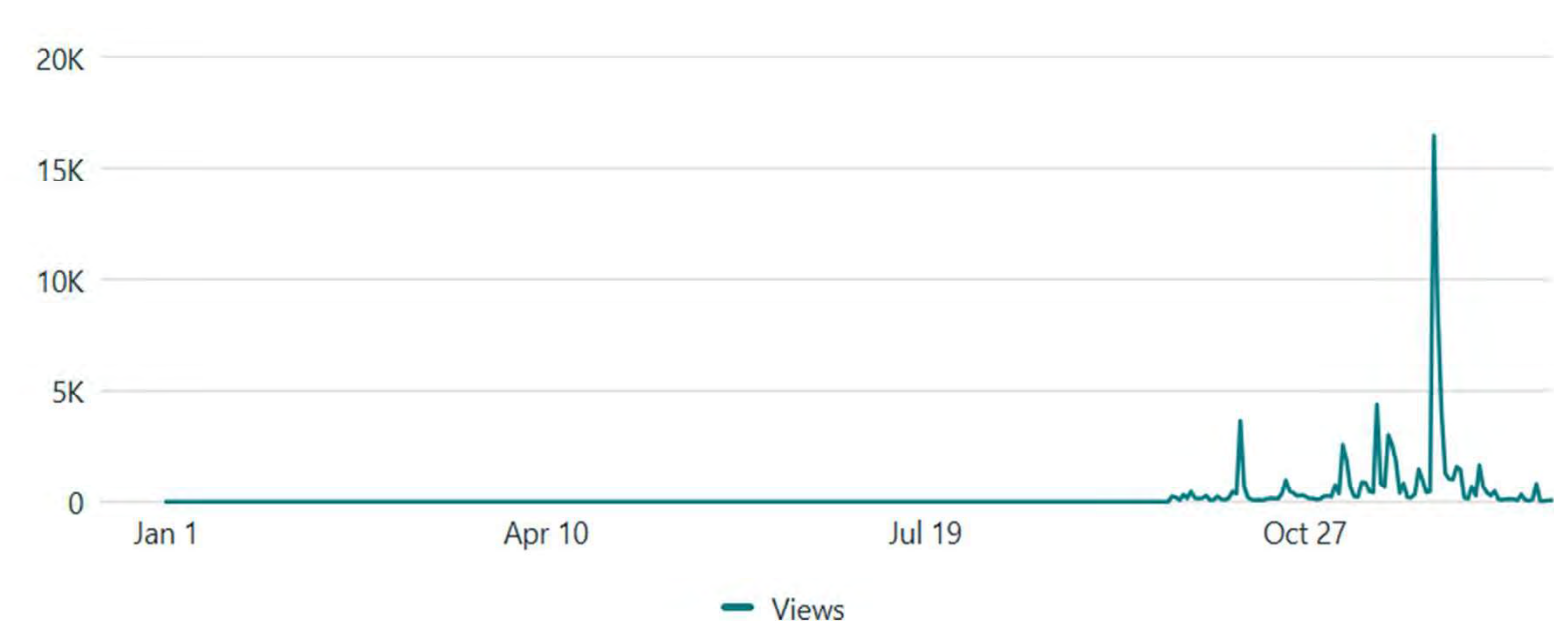
See more

Content overview

Breakdown: Organic/ads

- All
- Posts
- Stories
- Reels
- Videos
- Live

Views ⓘ	Reach ⓘ	3-second views ⓘ	1-minute views ⓘ	Content interactions ⓘ	Watch time ⓘ
84K	48.6K ↓ 60.1%	243 ↑ 319%	3 ↑ 50%	3.4K ↓ 29.4%	1h 22m ↑ 313.5%



Views breakdown

Jan 1, 2024 - Dec 31, 2024

Total

84,012

From organic

100%

From ads

0%

Online Engagement:

 Instagram ▼

 Jan 1, 2024 – Dec 31, 2024 ▼



 Content overview

Breakdown: Organic/ads ▼

- All
- Posts
- Stories

Views ⓘ

14.9K

Reach ⓘ

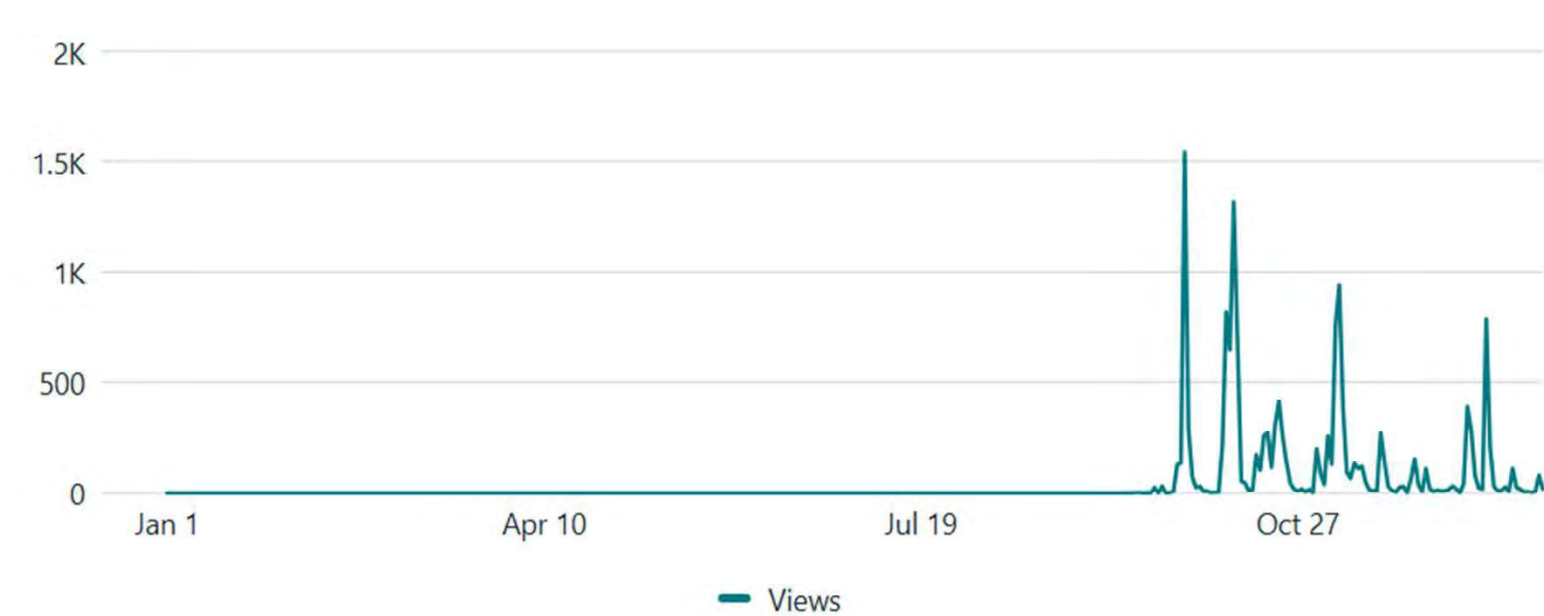
8K

↑ 675.4%

Content interactions ⓘ

434

↑ 100%



Views breakdown

Jan 1, 2024 – Dec 31, 2024

Total

14,860

From organic

100%

From ads

0%



Current Visitor's Center: 104 W. Market Street

Proposed Visitor's Center: 120 E. Market Street



Open Air Courtyard









2025 Chisholm Trail Roundup

Event Overview

- Annual multi-day festival celebrating Lockhart's history and culture.
- Includes rodeo events, live music, a parade, and family-friendly activities.
- Major tourism driver attracting regional, statewide, and international visitors.

Funding Request & Allocation

- Requested funds: **\$60,000**
- Primary use of funds:
 - Marketing & advertising outside Caldwell County.
 - Enhancements to festival programming.
 - Infrastructure and logistical support.
 - Promotion of local businesses and accommodations.



2025 Chisholm Trail Roundup

Impact on Tourism

- Expected attendance: **More than 30,000**
- Projected hotel and lodging impact: **100% capacity**
- Economic impact: Increased local spending at restaurants, retail shops, and lodging.

Key Objectives

- Expand regional marketing efforts.
- Enhance visitor experience with improved facilities and activities.
- Strengthen Lockhart's reputation as a cultural and historical destination.



2024 CTR Friday Visitors (from Stubwire)

City	State	AVG Miles from Venue	Total Orders	Total Tickets
Lockhart	TX	0	596	1,231
Austin	TX	29	29	70
San Antonio	TX	56	20	48
Del Valle	TX	19	1	1
New Braunfels	TX	29	2	4
Pflugerville	TX	39	2	3
Conroe	TX	135	1	4
Buda	TX	18	3	7
San Marcos	TX	17	3	5
Manchaca	TX	20	1	1
Round Rock	TX	44	1	4
Ledbetter	TX	59	1	1
Houston	TX	124	3	4
Dallas	TX	207	7	22
Lewisville	TX	224	1	1
Dale	TX	12	3	10
Cedar Park	TX	44	2	5
Kyle	TX	12	4	12
Bastrop	TX	29	2	12
Georgetown	TX	54	1	2
Red Rock	TX	14	1	3
Three Rivers	TX	109	1	6
Tomball	TX	123	1	1
Lubbock	TX	354	1	5
Irving	TX	210	1	3
Arlington	TX	193	2	20
Luling	TX	14	1	1
Mission	TX	256	1	2
Delaware	OH	1,080	1	1
Ontario	CA	1,175	1	3
Waipahu	HI	3,133	1	1
Chesterfield	MA	1,576	1	2

2024 CTR Saturday Visitors (from Stubwire)

City	State	AVG Miles from Venue	Total Orders	Total Tickets
Lockhart	TX	0	799	1,581
Austin	TX	31	30	86
Georgetown	TX	54	4	14
San Antonio	TX	56	19	48
Dallas	TX	209	13	46
Flatonia	TX	36	1	3
Martindale	TX	11	1	2
Three Rivers	TX	109	2	9
Houston	TX	129	3	11
Del Valle	TX	19	1	2
San Marcos	TX	17	3	6
Buda	TX	18	2	6
Port Aransas	TX	146	1	3
Little Elm	TX	231	1	4
Canyon Lake	TX	33	1	4
Cedar Park	TX	44	3	10
Fort Worth	TX	194	2	4
Jarrell	TX	63	1	2
Pflugerville	TX	39	3	9
Conroe	TX	135	1	1
Kyle	TX	12	3	12
Round Rock	TX	45	1	2
Leander	TX	47	1	2
Tomball	TX	123	1	1
Boerne	TX	60	1	4
Dale	TX	12	2	8
Lubbock	TX	354	1	5
Irving	TX	210	1	3
Clyde	TX	205	1	2
Arlington	TX	193	2	20
Luling	TX	14	1	1
Saint Hedwig	TX	44	2	4
Mission	TX	256	1	2
Aberdeen	SD	1,077	1	2
Bensenville	IL	989	1	3
Essex	CT	1,567	1	3
Delaware	OH	1,080	1	1
Waipahu	HI	3,133	1	1
Chesterfield	MA	1,576	1	2

2024 Chisholm Trail Roundup KXAN Campaign

CAMPAIGN OVERVIEW

TACTIC	IMPRESSIONS	CPM	INVESTMENT
Targeted KXAN.com Display Banners	150,000	\$10	\$1,500
HPTO(3)/Studio 512	1,351,351	\$5.55	\$7,500
CW Bonanza	330,000	\$3.03	\$1,000
WX App Interstitial	6 weeks	-	\$2,250

*You can
customize the
elements you
want!*

Get one (1)
bonus Studio
512 feature on
KXAN when you
purchase three
(3) or more
Homepage
Takeovers

**\$12,250
INVESTMENT**

Texas Monthly Promos

**Live Music - Rodeo - Carnival
BBQ Cook-off - & More**



JUNE 13th - 15th LOCKHART, TX

📍 LOCKHART CITY PARK







We look forward to
presenting a detailed
presentation on April 15th



Thank you!

LOCKHART INITIATIVE FOR TOURISM

Hotel Occupancy Tax Presentation 2025

Mission

Lockhart Initiative for Tourism (LIT) supports tourism while preserving the unique character of our small-town community. We fund events to

promote:

Arts

Culture

Heritage

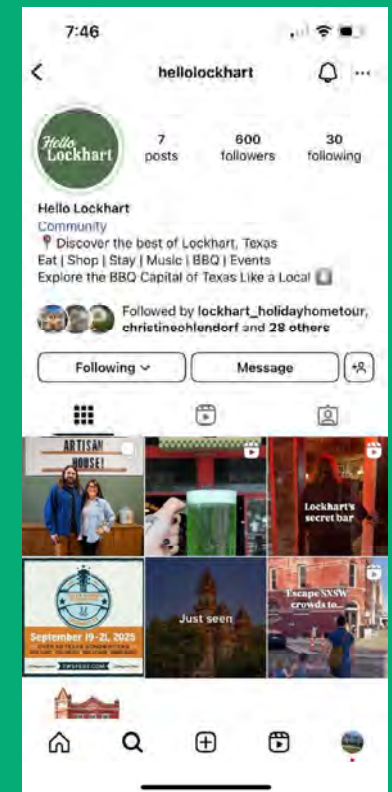


**LOCKHART
INITIATIVE
FOR
TOURISM**

We are creating a digital hub with comprehensive local tourism resources

Instagram launched Goal: 1000 followers by 4/7/25

**LOCKHART
INITIATIVE
FOR
TOURISM**



We are creating a digital hub with comprehensive local tourism resources

**LOCKHART
INITIATIVE
FOR TOURISM**

- Website in development now
- Will be available anytime & accessible to all
- Sample items on website:
- Local businesses
- Local lodging
- Local event spaces
- Grant funding for tourism activities



Our Request

**LOCKHART
INITIATIVE
FOR
TOURISM**

**Website development and maintenance requesting
\$5000**

- **Creating a dynamic tourism resource to tie resources together for event opportunities**
- **Building website (in progress)**
 - **Gathering all creative now**



Our Request

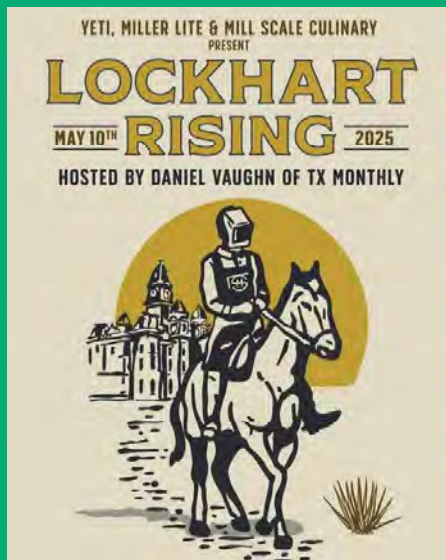
Local Event Development \$5000

**LOCKHART
INITIATIVE
FOR
TOURISM**

- Will focus on the Arts
- Will bring approximate 40-100 tourists to Lockhart
- Tourism events during the week (Tue - Fri)
- Funding to support lodging, hosting events directly impacting local businesses



LIT Spring Funded Events



LIT Future Promotion & Marketing

- **Future promotion & marketing**
- **Billboards**
- **Placement in marketing materials**
- **Revival of local events**



Towards a Texas Cultural District in Lockhart

Spellerberg Associates
April 2025



About Spellerberg Associates

We provide research, strategy, design and development to cultural institutions nationally.

Since 2016 we've operated Spellerberg Projects, an artist-run center on the Courthouse Square.

Clients include:

Andy Warhol Museum, Pittsburgh

Blue Star Contemporary, San Antonio

Museum of Contemporary Art Chicago

Rubin Museum of Art, New York

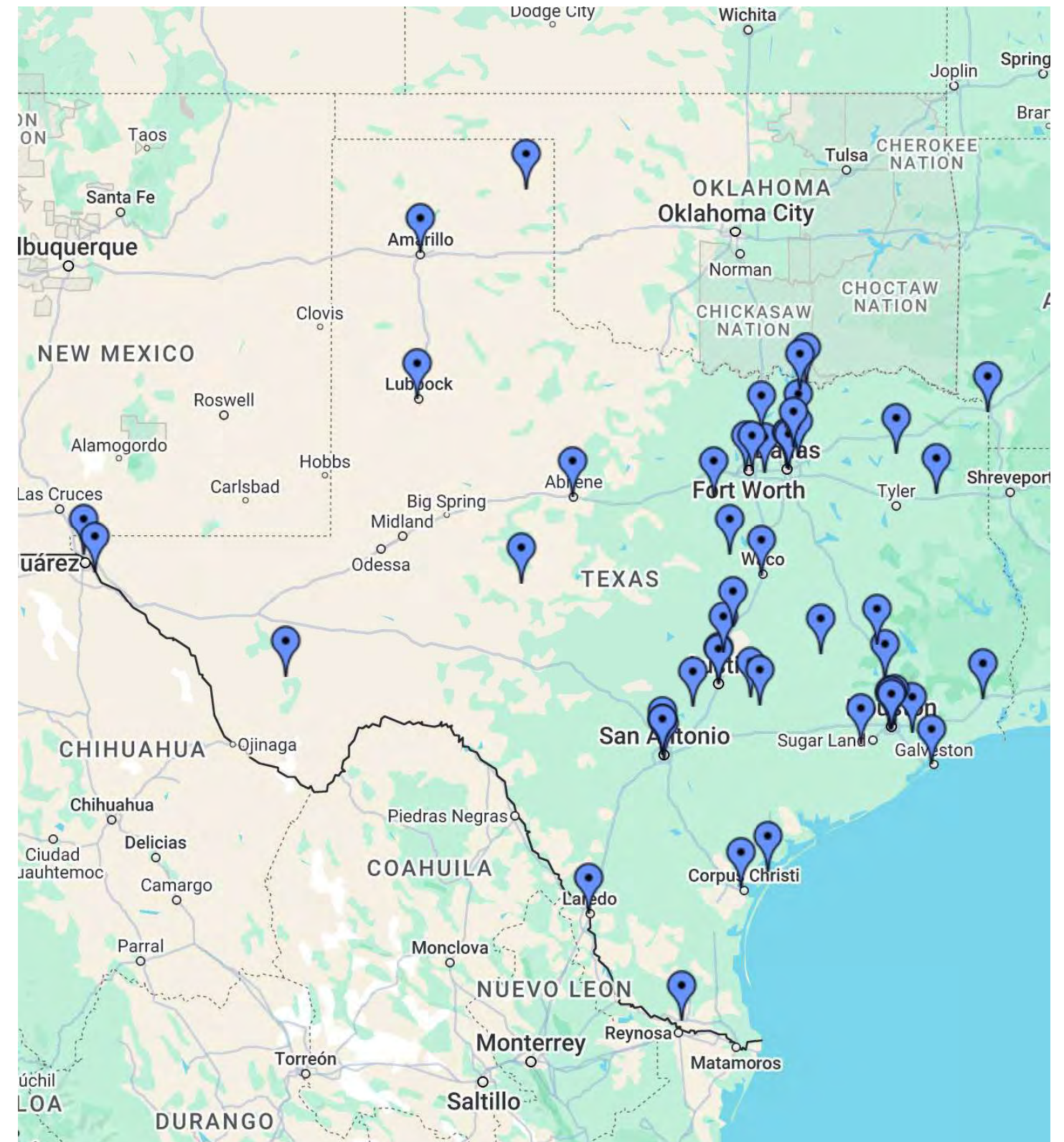
Terra Foundation for American Art, Chicago



About Texas Cultural Districts

Cultural Districts are the Texas Commission on the Arts' flagship program supporting cultural tourism.

A Cultural District is the anchor of a recognized, labeled, mixed-use area of a community in which there exists a high concentration of arts and cultural facilities, individual artists and events that are promoted to attract cultural tourists.



Grant Eligibility

Up to \$250,000 annually via TCA Arts Respond Cultural District Project Grants

Supports projects that use the arts to diversify local economies, generate revenue, and attract visitors and investment.

Provides project assistance grants on a short-term basis and may include administrative costs directly related to the project.

Designed for projects that focus on significant cultural tourism projects.



Achieving Designation

Designation is most likely to be awarded to a district that is already defined in terms of leadership, geographic boundaries, branding, and current assets.

***“Setting expectations:
Many applications are not approved on the first, or even second try.” –TCA***



Readiness Criteria

- ☐ There is strong support from political, arts and cultural leaders.
 - ☐ Planning efforts reflect the diversity of our community.
 - ☐ Plans include marketing and promotion strategies.
 - ☐ We can articulate why we need a Cultural District.
 - ☐ We know where funds are coming from to pay for development, promotion and activities.
 - ☐ We have an organization with staff and management capacity to act as administrative and fiscal agent.
- This is the work to be done!***

Roadmap to Designation

Community Consultation
Organize Stakeholders
Designate Management Entity
Draw District Map
Apply for Designation

Key Dates

Jan 31 2026 – Letter of intent
Jun 15 2026 – Application



Our Approach

Qualitative Research
Focus Groups
In-depth Interviews
Surveys

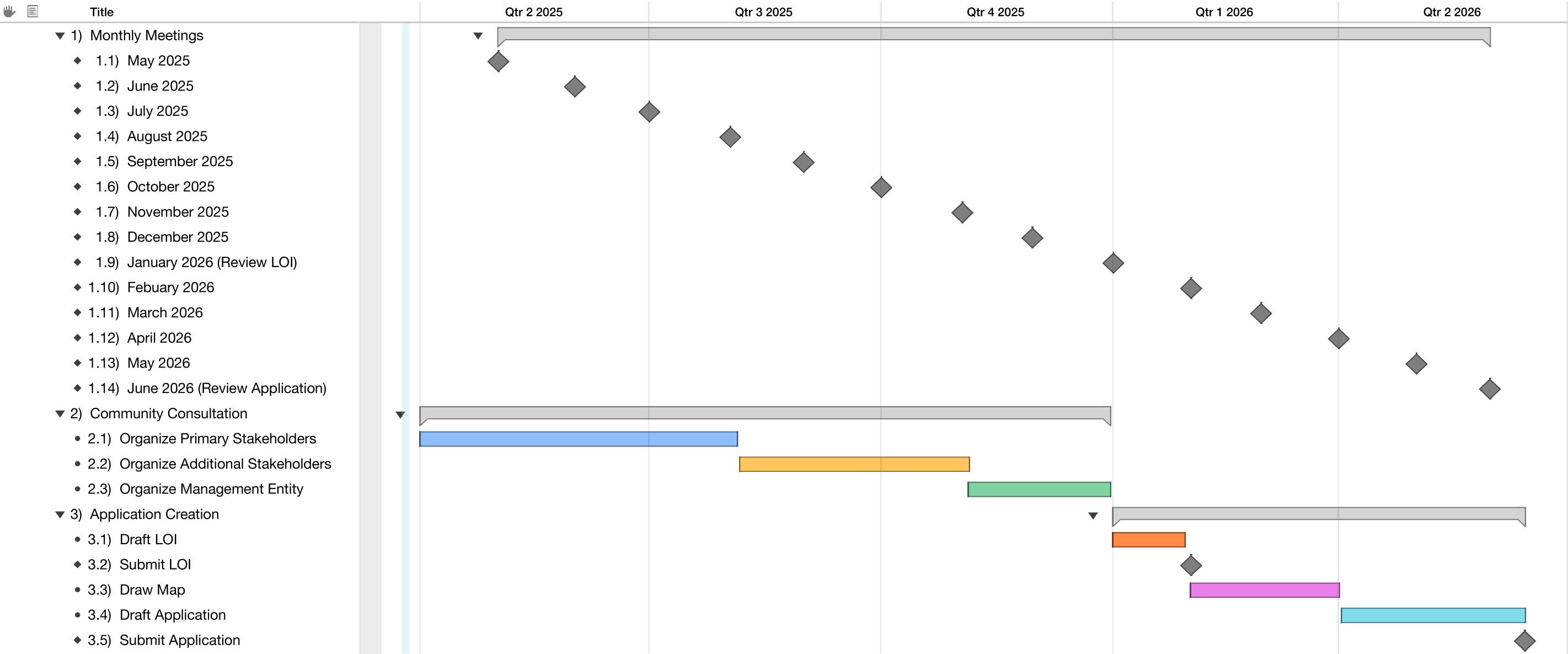
Stakeholder Engagement
Monthly Meetings,
Email Bulletins

Visitation Metrics

Texas State University
Internship in Government



Project Plan (Draft 03/26/25)



City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: April 15, 2025

AGENDA ITEM CAPTION: Discuss Mid-Year Financial Report for FYE 2025.

ORIGINATING DEPARTMENT AND CONTACT: Finance - Keeli Michna

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: In an effort to keep the City Council updated and informed on the City of Lockhart's budget, a mid-year financial status report is presented that focuses on financial and operational performance and provides updates on revenues and expenditures for the remainder of the fiscal year. This financial management practice is recommended by the Government Finance Officers Association (GFOA).

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION:

LIST OF SUPPORTING DOCUMENTS: FYE 2025 - Mid-Year Financial Report

Lockhart Financial Focus

Oct. 2024 – Mar. 2025

Mid-Year of FYE 2025

GENERAL FUND REVENUES THROUGH THE 2ND QUARTER (50% OF BUDGET)

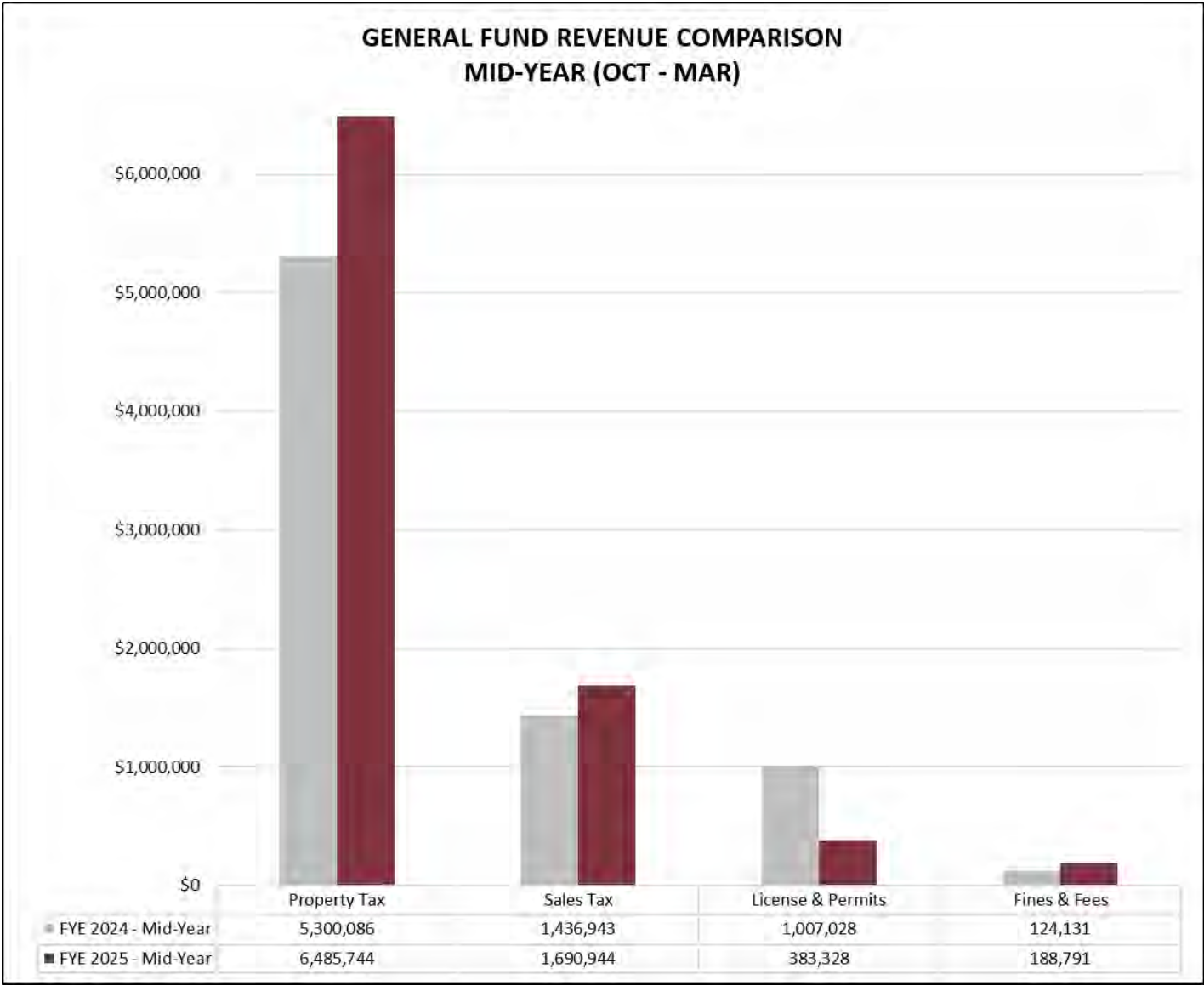
- **Property Tax revenues are at 110.2% of the FYE 2025 budget.** The majority of property tax revenues are collected in December and January of the fiscal year. The budget for this revenue category assumes a conservative collection rate for property taxes. Exceeding the budget reflects a higher than anticipated collection rate.
- **Sales Tax revenues are at 56.2% of the FYE 2025 budget.** Sales tax deposits are received by the City two months after they are remitted to the State Comptroller; January, February, and March deposits reflect sales from the preceding November, December, January, respectively. The City imposes a 1.5% tax rate on retail sales within the city limits with 1% allocated to the City's General Fund and 0.5% allocated to the Lockhart Economic Development Corporation (LEDC).
- **License and Permit revenues are at 43% of the FYE 2025 budget.** The decrease in revenues for FYE 2025 compared to FYE 2024 is due to the completion of two major subdivisions that were just breaking ground at this time last year. Staff anticipates this revenue category to realign with projections once additional phases of new residential and commercial developments begin construction.
- **Interest earnings are at 65.8% of the FYE 2025 budget.** Interest earnings continue to outpace conservative revenue projections for this category. Staff will continue to monitor these investment returns in the Quarterly Investment Reports provided to Council.

Revenue Category	FYE 2024 Mid-Year	FYE 2025 Mid-Year	FYE 2025 Adopted Budget	% Budget
Property Tax	5,300,086	6,485,744	5,885,600	110.2%
Sales Tax	1,436,943	1,690,944	3,006,935	56.2%
Other Taxes	201,267	189,420	410,731	46.1%
License & Permits	1,007,028	383,328	892,380	43.0%
Interest	182,545	230,271	350,000	65.8%
Transfer	2,141,866	2,175,758	4,523,960	48.1%

Lockhart Financial Focus

Oct. 2024 – Mar. 2025

Mid-Year of FYE 2025



Lockhart Financial Focus

Oct. 2024 – Mar. 2025

Mid-Year of FYE 2025

UTILITY FUND REVENUES THROUGH THE 2ND QUARTER (50% OF BUDGET)

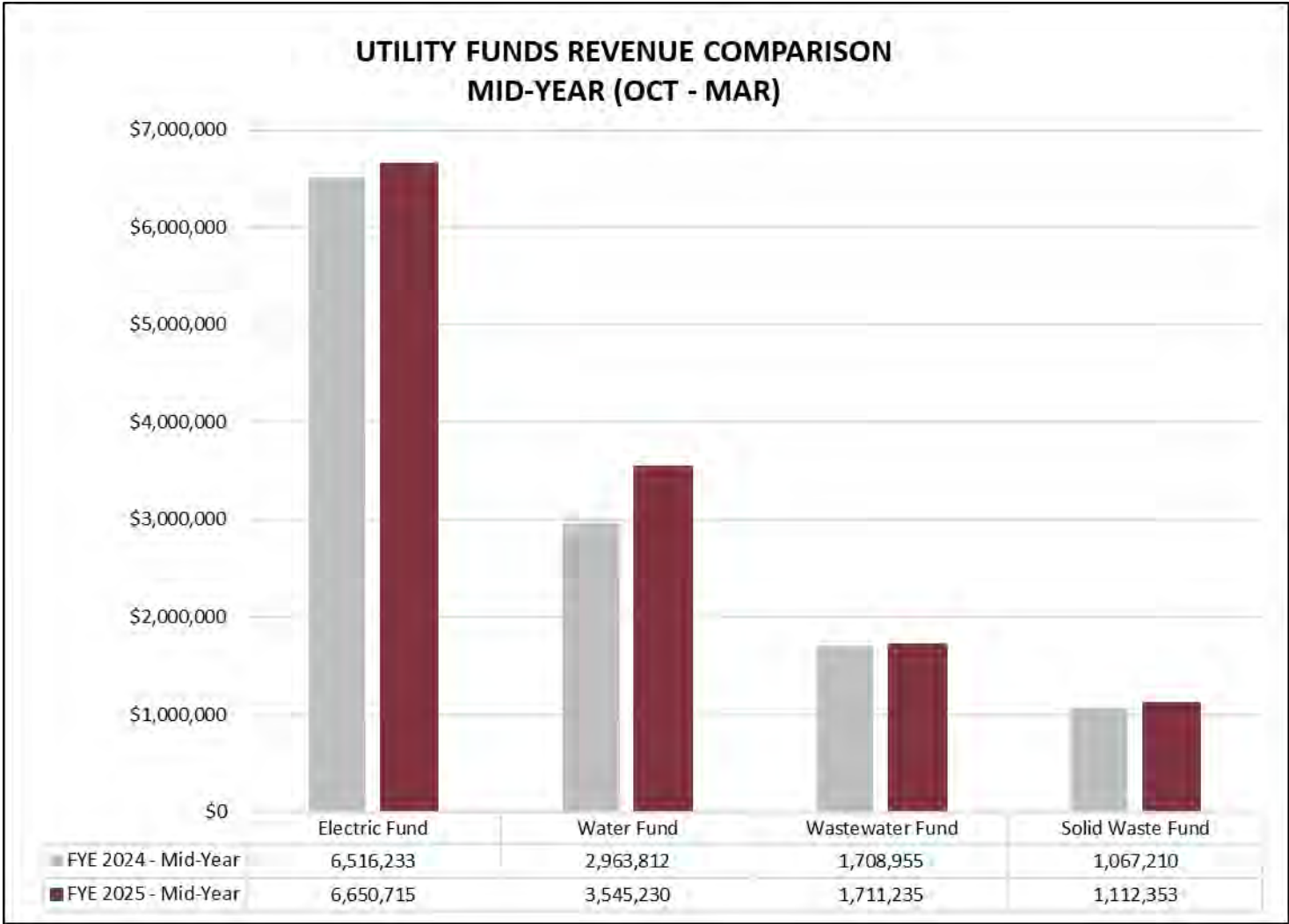
- **Electric revenues are at 47.1% of the FYE 2025 budget.** Increased revenues are expected during the peak months of the summer. Compared to FYE 2024 YTD, Electric revenues increased 2.1%. This is primarily due to new utility accounts and increased power consumption.
- **Water and Wastewater Rates.** In November 2024, the City implemented new water and wastewater rate increases as recommended by the City's utility rate consultants (Raftelis). Beginning with the second billing cycle in November 2024, the rate increases were structured to have the least impact on customers who use the least amount of water while still maintaining quality service delivery and financial integrity for the Water and Wastewater utilities. Subsequent increases in these revenues are due in large part to the rate increases and compounded by the growth in new utility accounts.
- **Water revenues are at 40.2% of the FYE 2025 budget.** Water revenues typically increase during summer months. However, these increases may be tempered by seasonal water use restrictions. Compared to FYE 2024 YTD, Water revenues increased 19.6%.
- **Wastewater revenues are at 50.5% of the FYE 2025 budget.**
- **Solid Waste revenues are at 50.1% of the FYE 2025 budget.**

Revenue Category	FYE 2024 Mid-Year	FYE 2025 Mid-Year	FYE 2025 Adopted Budget	% Budget
Electric Fund	6,516,233	6,650,715	14,107,185	47.1%
Water Fund	2,963,812	3,545,230	8,815,987	40.2%
Wastewater Fund	1,708,955	1,711,235	3,390,060	50.5%
Solid Waste Fund	1,067,210	1,112,353	2,220,485	50.1%

Lockhart Financial Focus

Oct. 2024 – Mar. 2025

Mid-Year of FYE 2025



Mid-Year of FYE 2025

GENERAL FUND EXPENDITURES THROUGH THE 2nd QUARTER (50% OF BUDGET)

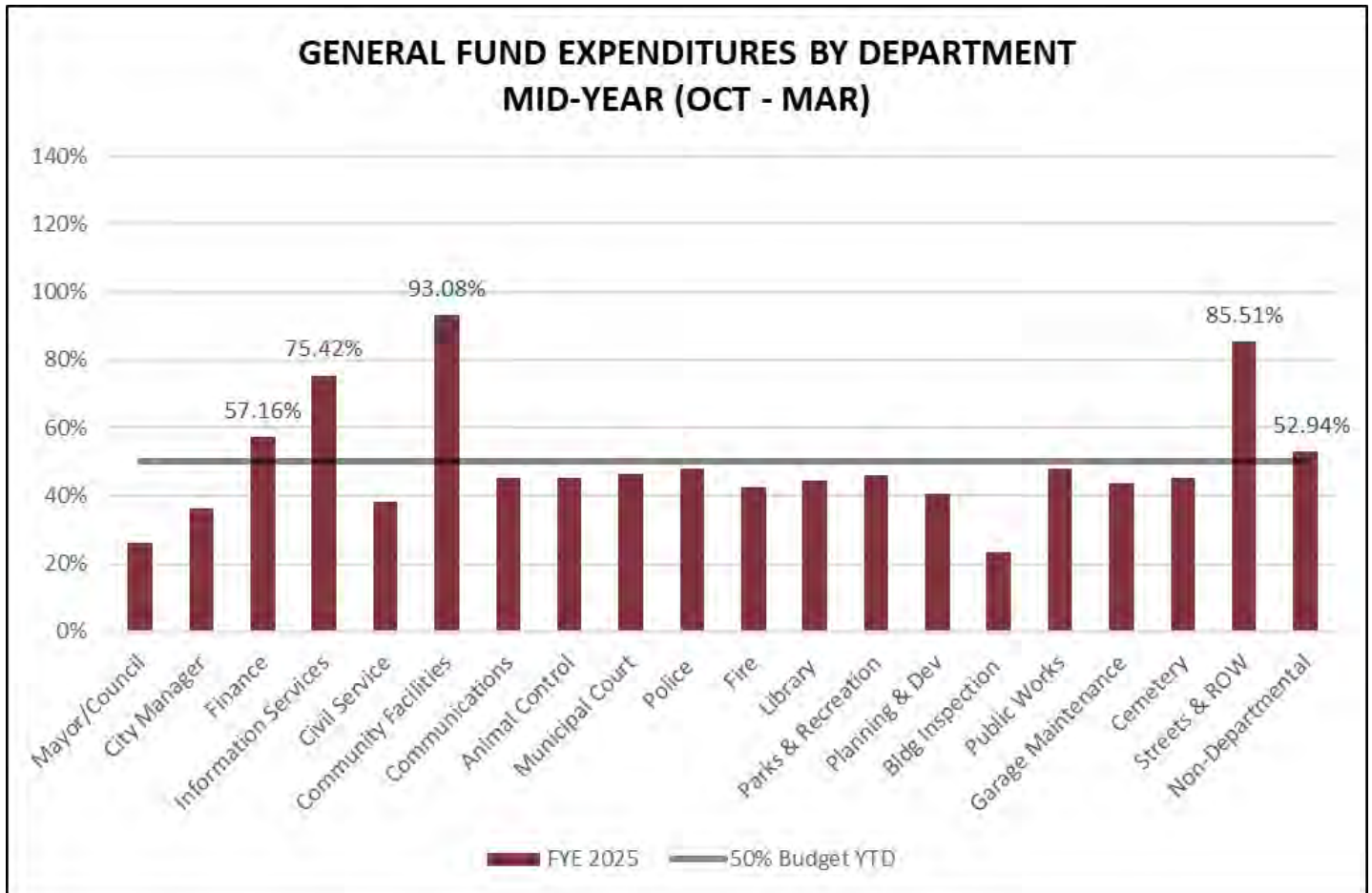
The General Fund is currently operating \$2,962,841 revenues over expenditures. This is primarily due to the receipts of budgeted Property Tax revenues within this reporting period. These revenues represent 56.8% of General Fund revenues received YTD. Departments with higher than 50% budgeted expenditures are the following:

- **Finance Department expenditures are at 57.16% of the FYE 2025 budget** due to an annual payment made to our third-party financial software provider.
- **Information Services department expenditures are at 75.42% of the FYE 2025 budget** due to an increase in monthly support fees from the City's third-party Information Technology (IT) service provider.
- **Community Facilities department expenditures are at 93.08% (\$14,793) of the FYE 2025 budget (\$15,894)** due to an unforeseen pest infestation service at the 901 Bois D'arc building.
- **Streets & ROW department expenditures are at 85.51% of the FYE 2025 budget** due to Downtown Revitalization Project payments.
- **Non-Departmental expenditures are at 52.94% of the FYE 2025 budget** due to the annual payment to TML for liability, property and workers compensation insurance.
- **Capital Projects Update:**
 - The Downtown Revitalization Project is currently ongoing. The City has received seven pay applications this fiscal year totaling \$2,980,236.

Lockhart Financial Focus

Oct. 2024 – Mar. 2025

Mid-Year of FYE 2025



Mid-Year of FYE 2025

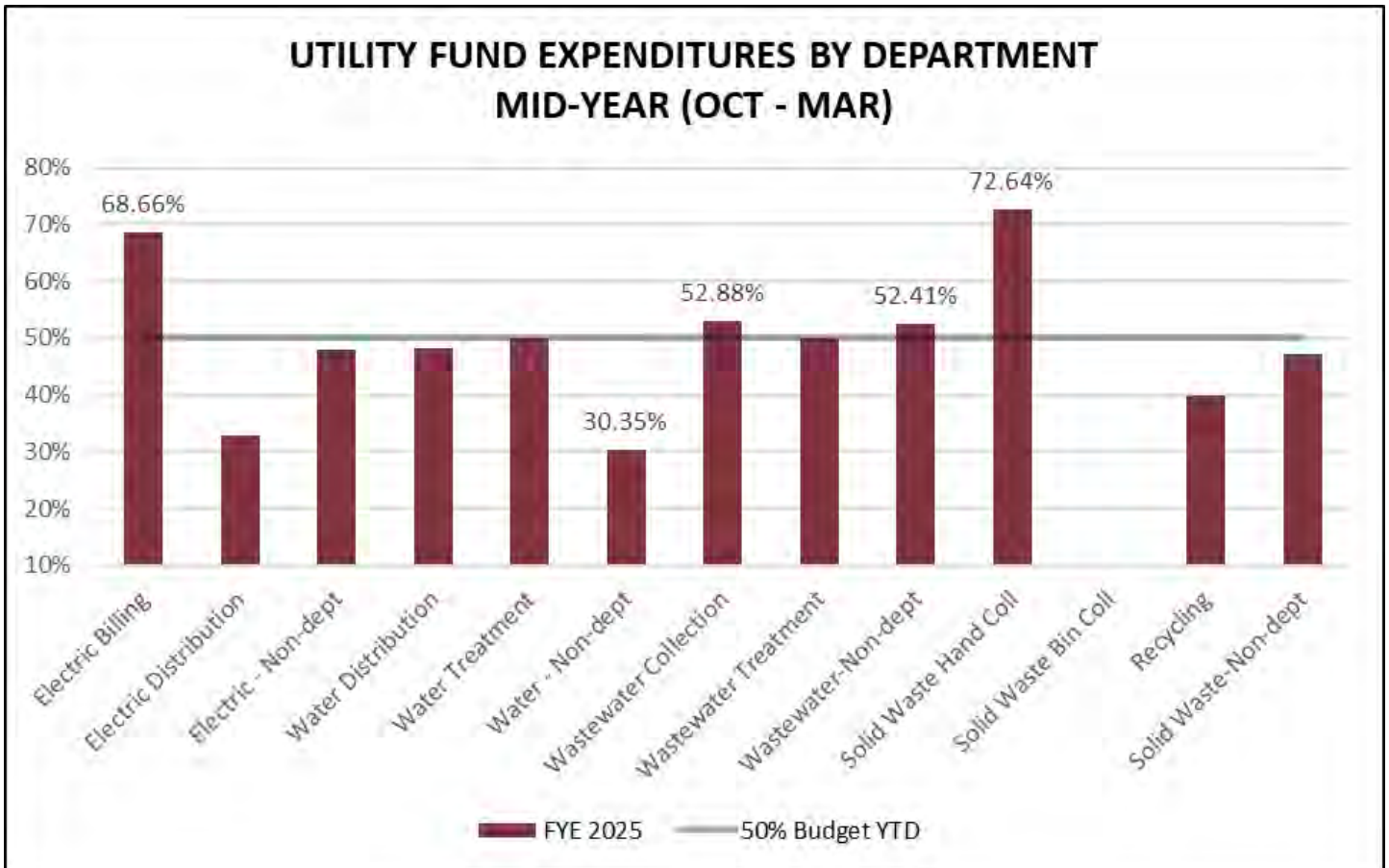
UTILITY FUND EXPENDITURES THROUGH THE 2nd QUARTER (50% OF BUDGET)

- **The Electric Fund is operating (\$321,888), or (12.79%), expenditures over revenues.** The Electric Billing department is at 68.66% of the FYE 2025 budget due to an annual software payment and processing fees for credit card utility account payments. The Electric Distribution department is at 32.8% of the FYE 2025 budget. The Electric non-departmental is at 48.05% of the FYE 2025 budget due to wholesale power cost. As previously discussed, increased revenues are expected during the peak months of the summer.
- **The Water Fund is operating (\$386,801), or (14.64%), expenditures over revenues.** The Water Distribution department is at 48.09% of the FYE 2025 budget due to the GBRA expenditures for water treatment plant operations. These operational costs are billed at a budgeted rate throughout the fiscal year. The actual operation expenditures are reconciled at fiscal year-end. If billed payments are greater than actual costs, the City receives reimbursement. If billed payments are less than actual costs, the City pays the difference. The year-end reconciliation and subsequent expenditure account adjustments are anticipated to balance the fund.
- **The Wastewater Fund is operating \$54,166 revenues over expenditures.** The Wastewater Collection and Wastewater Treatment departments are at 52.88% and 50% respectively. The Wastewater Treatment department includes payments to GBRA for maintenance and operations. These payments follow the same reconciliation process described in the Water Fund above.
- **The Solid Waste Fund is operating \$47,373 revenues over expenditures.** The Solid Waste Residential Collection and Solid Waste Commercial Collection departments are at 49.38% combined. This includes payments to Republic Services for administration and operations of the Solid Waste utility. Republic Services is expected to adjust rates according to the Consumer Price Index per contract next quarter.

Lockhart Financial Focus

Oct. 2024 – Mar. 2025

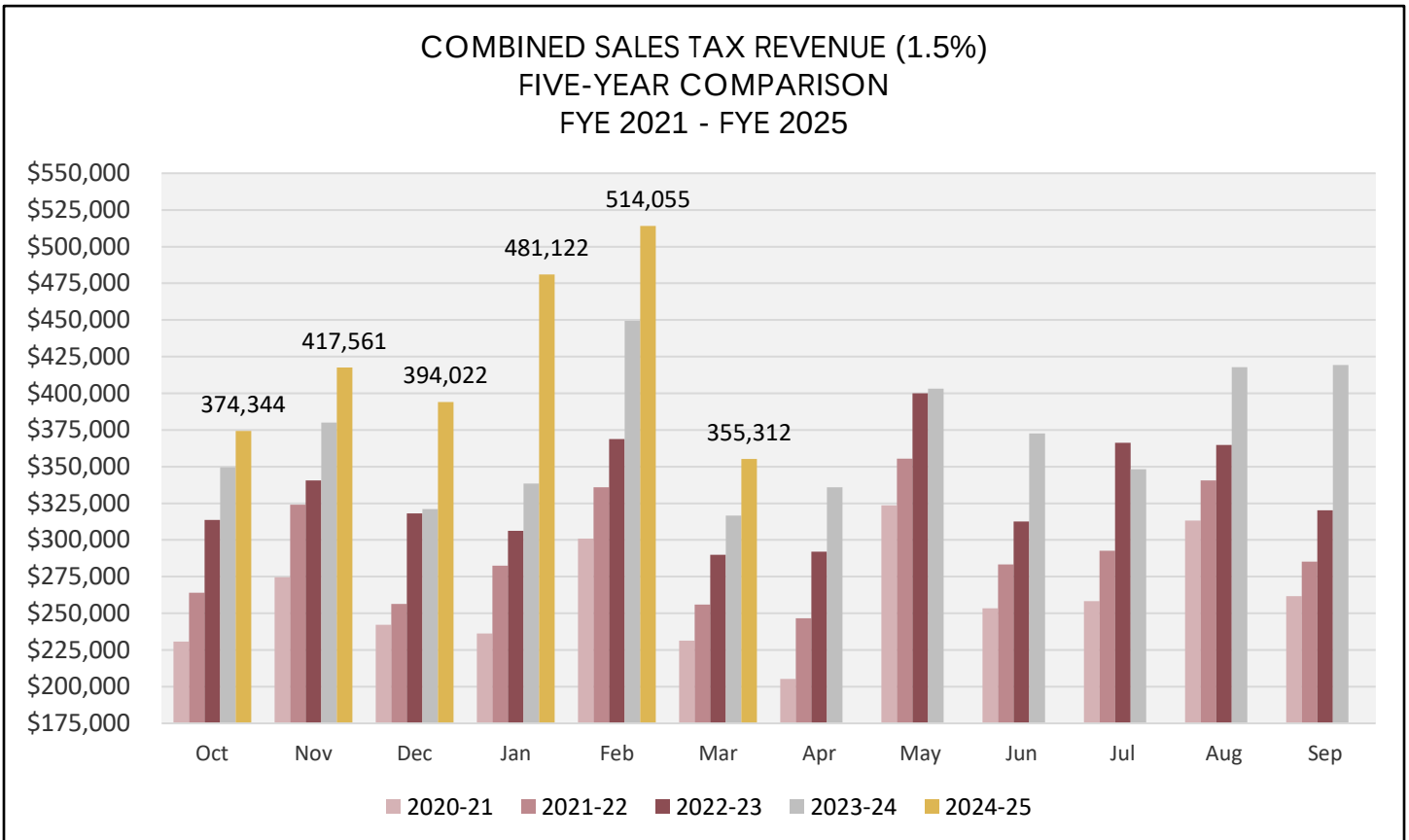
Mid-Year of FYE 2025



Lockhart Financial Focus

Oct. 2024 – Mar. 2025

Mid-Year of FYE 2025



Total Sales Tax (1.5%): Total combined collections to date for FYE 2025 are \$2,536,416. This reflects a 17.68% increase from FYE 2024 YTD. The February 2025 sales tax deposit received for December 2024 sales is the highest amount the City has ever collected.

City Allocation (1.0%):

Total collections for the City of Lockhart to date for FYE 2025 are \$1,690,944.

Lockhart Economic Development Corp. (LEDC) Allocation (0.5%):

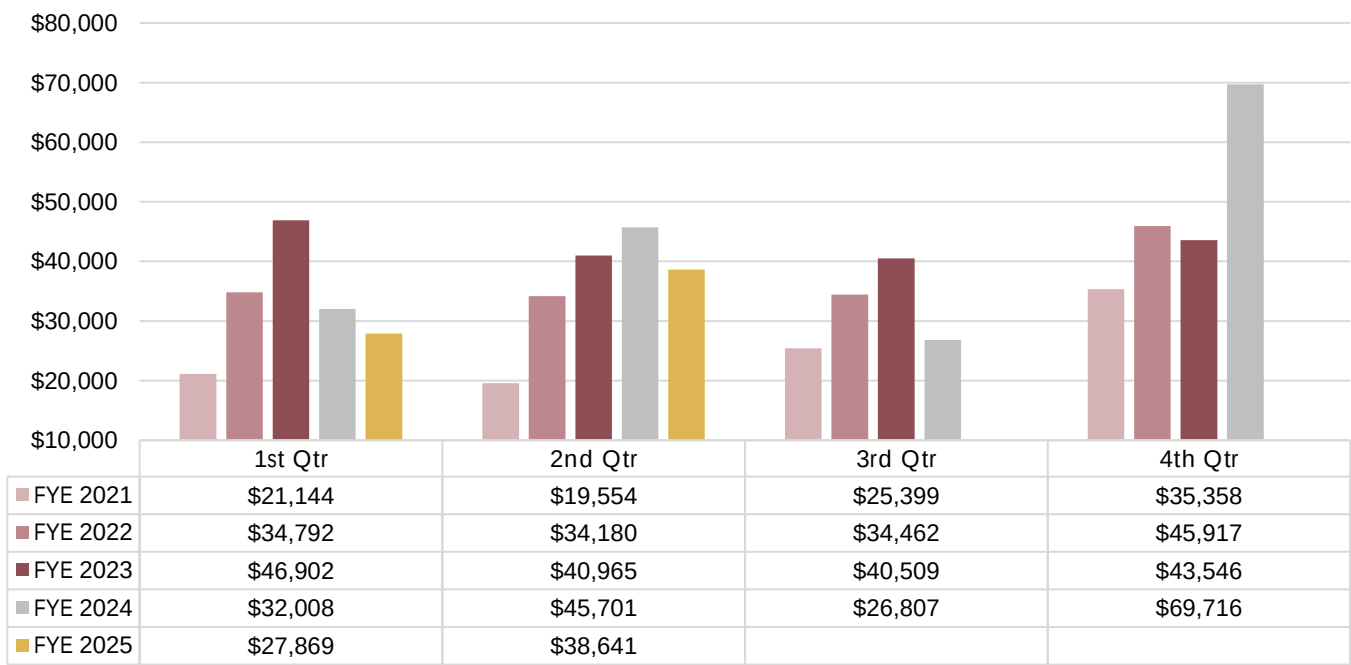
Total collections for the LEDC to date for FYE 2025 are \$845,472.

Lockhart Financial Focus

Oct. 2024 – Mar. 2025

Mid-Year of FYE 2025

HOTEL OCCUPANCY TAX (HOT) REVENUE
FIVE-YEAR COMPARISON
FYE 2021 - FYE 2025



Hotel Occupancy Tax (HOT):

HOT revenues in Q2 for FYE 2025 are \$38,641 compared to \$45,701 collected in Q2 for FYE 2025. However, two quarterly payments are still outstanding from one hotel at this time. Staff is currently working with the City Attorney to utilize all measures to collect delinquent receivables.

Short-term rentals are 21% of HOT fund revenues.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: April 15, 2025

AGENDA ITEM CAPTION: Discuss the 2nd Quarter Fiscal Year 2025 Investment Report.

ORIGINATING DEPARTMENT AND CONTACT: Finance - Keeli Michna

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: The Texas Public Funds Investment Act requires local governments to review and accept the quarterly investment reports for each quarterly reporting period of the fiscal year. The 2nd Quarter Investment Report of Fiscal Year End (FYE) 2025, ending March 31, 2025 is presented for your review and acceptance.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends a motion to accept the 2nd Quarter Investment Report for FYE 2025.

LIST OF SUPPORTING DOCUMENTS: FYE 2025 2nd Quarter Report

CITY OF LOCKHART

Quarterly Investment Report
For the Quarter Ended March 31, 2025

April 15, 2025

CITY of LOCKHART
Quarterly Investment Report
For the Quarter Ended March 31, 2025

This report is presented in accordance with the Texas Government Code, Title 10, Chapter 2256, Public Funds Investment; Section 2256.023 known as the "Public Funds Investment Act". Attached is a detailed City of Lockhart investment report for the period July 1, 2024 through September 30, 2024. The Investment Portfolio Summary reports the beginning and ending book values and market values for the quarterly reporting period as follows:

January 1, 2025

Cash
Marketable Securities
Investment Pools
Certificates of Deposits
Total:

Investment Portfolio		
	Book Value	Market Value
Cash	616,106	616,106
Marketable Securities	0	0
Investment Pools	39,876,369	39,881,079
Certificates of Deposits	0	0
Total:	40,492,475	40,497,185

March 31, 2025

Cash
Marketable Securities
Investment Pools
Certificates of Deposits
Total:

Fund Availability		
Unrestricted Funds	7,517,895	7,517,895
Restricted Funds	32,974,580	32,979,290
Total Funds	40,492,475	40,497,185
Unrestricted Funds	12,026,830	12,026,830
Restricted Funds	33,409,299	33,410,381
Total Funds	45,436,129	45,437,211

January 1, 2025

Unrestricted Funds
Restricted Funds
Total Funds

March 31, 2025

Unrestricted Funds
Restricted Funds
Total Funds

The investment portfolio, at all times during the quarter, complied with the Public Funds Investment Act and the City of Lockhart Investment Policy. TexPool, Texas CLASS and TexSTAR were also in compliance with the Public Funds Investment Act and the City of Lockhart Investment Policy throughout the quarter.

Steve Lewis
City Manager



Keeli Michna
Finance Director

CITY of LOCKHART
Investment Portfolio Summary
For the Quarter Ended March 31, 2025

	12/31/2024			
	9/30/2024	% of Total	Market Value	% of Total
<u>January 1, 2025</u>				
Cash	616,106	1.5%	616,106	1.5%
Marketable Securities	0	0.0%	0	0.0%
Investment Pools	39,876,369	98.5%	39,881,079	98.5%
Certificates of Deposits	0	0.0%	0	0.0%
Portfolio Total	40,492,475	100.0%	40,497,185	100.0%
<u>March 31, 2025</u>				
Cash	875,439	1.9%	875,439	1.9%
Marketable Securities	0	0.0%	0	0.0%
Investment Pools	44,560,690	98.1%	44,561,772	98.1%
Certificates of Deposits	0	0.0%	0	0.0%
Portfolio Total	45,436,129	100.0%	45,437,211	100.0%
<u>Change in Value</u>				
Cash	259,333		259,333	
Marketable Securities	0		0	
Investment Pools	4,684,321		4,680,693	
Certificates of Deposits	0		0	
Portfolio Total	4,943,654		4,940,026	
	0			
<u>Maturity Data</u>	Book Value @ 3/31/2025	Weighted Average Maturity	Yield to Maturity	
Cash	875,439	0 Days	1.00%	
Marketable Securities	0	0 Days	0.00%	
Investment Pools - Texas CLASS	21,007,196	48 Days *	4.49%	
Investment Pools - TexPool	13,969,386	37 Days *	4.33%	
Investment Pools - TexSTAR	9,584,108	38 Days *	4.34%	
Certificates of Deposits	0	0 Days	0.00%	
	45,436,129	42 Days	4.35%	

Benchmark - 4 Week Treasury Bills - Secondary Market @ March 31, 2025

4.31%

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

<u>Total Return On Investment</u>	<u>Interest Earned</u>
Cash	2,111
Marketable Securities	0
Investment Pools - Texas CLASS	231,367
Investment Pools - TexPool	152,136
Investment Pools - TexSTAR	102,371
Certificates of Deposits	0
Total Return on Investment	487,985

CITY OF LOCKHART
Cash Accounts (as reconciled to FLNB)
For the Quarter Ended March 31, 2025

General Operating Account - FLNB		
		<u>Value</u>
January 1, 2025	\$	616,106
Deposits		19,639,717
Withdrawals		(19,382,494)
Interest Earned		2,111
March 31, 2025	\$	875,439

Total Cash Accounts		
		<u>Value</u>
January 1, 2025	\$	616,106
Deposits		19,639,717
Withdrawals		(19,382,494)
Interest Earned		2,111
March 31, 2025	\$	875,439

CITY of LOCKHART
Marketable Securities Transaction Summary
For the Quarter Ended March 31, 2025

Type of Security	CUSIP	Purchase Date	Par Value	Coupon Rate	Date of Maturity	Yield to Maturity	Purchase Price	Quarterly Interest Earned	Beginning Value @ Par	Beginning Book Value January 1, 2025	Beginning Market Value	Ending Value @ Par	Ending Book Value March 31, 2025	Ending Market Value
Totals			\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0

0.22%

Purchases

Type of Security	CUSIP	Purchase Date	Par Value	Coupon Rate	Date of Maturity	Yield to Maturity	Settlement Total	Price	Accrued Interest
Totals			\$ -				\$ -		\$ -

Maturities

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

CITY OF LOCKHART
Investment Pool Transactions Summary
For the Quarter Ended March 31, 2025

TexPool - City of Lockhart					
	<u>Book Value</u>	<u>Market Value</u>	<u>Net Asset Value</u>	<u>Weighted Aver. Maturity</u>	<u>Average Monthly Yield</u>
January 1, 2025	9,618,804	9,620,150	1.000140	33 Days	4.5600%
Deposits	11,236,000				
Withdrawals	(7,037,553)				
Interest Earned	152,136				
March 31, 2025	13,969,386	13,970,085	1.000050	37 Days	4.3345%

Texas CLASS					
	<u>Book Value</u>	<u>Market Value</u>	<u>Net Asset Value</u>	<u>Weighted Aver. Maturity</u>	<u>Average Monthly Yield</u>
January 1, 2025	20,775,829	20,777,400	1.00008	46 days	5.3008%
Deposits	0				
Withdrawals	0				
Interest Earned	231,367				
March 31, 2025	21,007,196	21,007,196	1.000000	48 days	4.4943%

TexSTAR					
	<u>Book Value</u>	<u>Market Value</u>	<u>Net Asset Value</u>	<u>Weighted Aver. Maturity</u>	<u>Average Monthly Yield</u>
January 1, 2025	9,481,737	9,483,529	1.00019	35 Days	4.7112%
Deposits	0				
Withdrawals	0				
Interest Earned	102,371				
March 31, 2025	9,584,108	9,584,491	1.000040	38 Days	4.3394%

Total of All Pools		
	<u>Book Value</u>	<u>Market Value</u>
January 1, 2025	39,876,369	39,881,079
Deposits	11,236,000	
Withdrawals	(7,037,553)	
Interest Earned	485,874	
March 31, 2025	44,560,690	44,561,772

Holdings During the Quarter

<u>CD Number</u>	<u>Holder</u>	<u>Purchase Date</u>	<u>Face Value</u>	<u>Interest Rate</u>	<u>Date of Maturity</u>	<u>Yield to Maturity</u>	<u>Purchase Price</u>	<u>Quarterly Interest Earned</u>	<u>Beginning</u>		<u>Ending</u>	
									<u>Face Value</u>	<u>Market Value</u>	<u>Face Value</u>	<u>Market Value</u>
									<u>January 1, 2025</u>		<u>March 31, 2025</u>	

\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
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Purchases

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

<u>CD Number</u>	<u>Holder</u>	<u>Purchase Date</u>	<u>Face Value</u>	<u>Interest Rate</u>	<u>Date of Maturity</u>	<u>Yield to Maturity</u>	<u>Settlement Total</u>
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\$	-	\$	-	\$	-	\$	-
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<i>City of Lockhart</i>			
<i>Investment Pools</i>			
<u><i>Standard and Poor's Ratings</i></u>			
<u>Month</u>	<u>TexPool</u>	<u>TexSTAR</u>	<u>Texas CLASS</u>
April-24	AAAm	AAAm	AAAm
May-24	AAAm	AAAm	AAAm
June-24	AAAm	AAAm	AAAm
July-24	AAAm	AAAm	AAAm
August-24	AAAm	AAAm	AAAm
September-24	AAAm	AAAm	AAAm
October-24	AAAm	AAAm	AAAm
November-24	AAAm	AAAm	AAAm
December-24	AAAm	AAAm	AAAm
January-25	AAAm	AAAm	AAAm
February-25	AAAm	AAAm	AAAm
March-25	AAAm	AAAm	AAAm

<i>City of Lockhart</i>			
<i>Bank Collateralization</i>			
<u><i>Standard and Poor's Ratings</i></u>			
			FLNB
<u>Month</u>			<u>Collateralization *</u>
April-24			AAA
May-24			AAA
June-24			AAA
July-24			AAA
August-24			AAA
September-24			AAA
October-24			AAA
November-24			AAA
December-24			AAA
January-25			AAA
February-25			AAA
March-25			AAA
* Guaranteed by US government (AAA)			

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: April 15, 2025

AGENDA ITEM CAPTION: Discuss the Preliminary Budget and Tax Calendar for Fiscal Year 2025-2026.

ORIGINATING DEPARTMENT AND CONTACT: Finance - Keeli Michna

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: This document is the preliminary budget and tax calendar for Fiscal Year (FY) 2025-2026. Tentative dates are subject to Council acceptance of the proposed Council workshops. The budget workshops will provide dedicated days for management to present and discuss the City Manager's FY 2025-2026 Proposed Budget.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION:

LIST OF SUPPORTING DOCUMENTS: FYE 2026 - Budget and Tax Calendar

DATES	FY 2025-2026 BUDGET CALENDAR	CITY OF LOCKHART, TX
April 3	Budget kick-off with Department Heads and administrative staff.	
April 15	Present Budget Calendar to Council.	
April 30	Chief appraiser prepares and certifies preliminary estimate of taxable values.	
May 2	Departmental operating budget requests due to the Finance department and City Manager.	
May 12 – 23	City Manager meetings with Department Heads to review budget expenses & needs.	
May 28	Revised department budgets due to Finance Director.	
June 3	Distribution of City Manager’s Preliminary Budget.	
June 9	LEDC meeting w/Budget workshop.	
June 11 (Wed)*	Budget Workshop I to review General Fund budget.	
June 12 (Thur)*	Budget Workshop II to review Enterprise & Special Revenue Funds budgets.	
June 17	Presentation of GBRA & CCAD Budget. Non-Profits Presentation to Council.	
July 23 (Wed)*	Budget Workshop III to review Capital Improvement Program (CIP) [water, wastewater, facilities, streets, parks, etc.].	
July 24 (Thur)*	Budget Workshop IV to be determined.	
July 25	Chief Appraiser certifies the appraised roll to taxing units.	
August 1	File City Manager’s Proposed Budget with City Secretary.	
August 5	City Manager presents Proposed Budget to Council; LEDC presents LEDC Budget to Council; set two public hearings on proposed budget.	
	<u>City Council sets proposed tax rate; record vote; schedule public hearing.</u>	
August 19	Public Hearing No. 1 on Proposed Budget.	
August 20	First <u>Notice of Public Hearing</u> on Proposed Tax Rate in Lockhart Post.	
August 27	Second <u>Notice of Public Hearing</u> on Proposed Tax Rate in Lockhart Post (at least 5 days before public hearing).	
September 2	Public Hearing No. 2 on Proposed Budget; Public Hearing No. 1 on Proposed Tax Rate. City Council to adopt Budget, approve LEDC Budget; and adopt tax rate.	
September 9	Last day for meeting to adopt Proposed Tax Rate if rate is not adopted September 2 nd .	
October 1	New Fiscal Year	
November 30	Deadline for Budget distribution to City Council, Caldwell County Clerk, City Hall, Municipal Library, and post to City’s website.	

Regular Council Meetings | * Tentative workshop dates subject to Council availability.

Date: 04/15/25

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: April 15, 2025

AGENDA ITEM CAPTION: Discussion regarding the disposal of three surplus ambulances owned by the City of Lockhart.

ORIGINATING DEPARTMENT AND CONTACT: Fire - Randy Jenkins

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: The provider of emergency medical services (EMS) in the City of Lockhart and Caldwell County has transitioned from Lockhart EMS to Caldwell County Emergency Services District (ESD) #5 on February 1, 2025.

Caldwell County ESD #5 has purchased the majority of ambulances, a staff vehicle, and medical equipment from the City of Lockhart to provide emergency medical services in Caldwell County. The City of Lockhart owns three surplus ambulances which were not purchased by Caldwell County ESD #5 due to their age, reliability, high mileage, and mechanical issues. The ambulances include:

MEDIC 5 – A 2010 Ford F-350 Type I ambulance (AEV) with 276,680 miles. City ID #505. Medic 5 was involved in a rollover accident and is not operational. The original cost was \$129,060.

MEDIC 3 – A 2013 Ford F-350 Type I ambulance (Wheeled Coach) with 280,764 miles. City ID# 507. Medic 3 has mechanical issues with the fuel system and turbocharger and is not operational. The original cost was \$129,988.

MEDIC 2 – A 2017 Ford F-450 Type I ambulance (Demers) with 292,804 miles. City ID #509. Medic 2 has mechanical issues with the fuel system and is not operational. The original cost was \$196,040.

Staff recommend disposal of the three surplus ambulances by private sale, public auction, or recycling.

PROJECT SCHEDULE (if applicable): N/A

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION: N/A

COMMITTEE/BOARD/COMMISSION ACTION: N/A

City of Lockhart, Texas

Council Agenda Item Cover Sheet

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommend disposal of the three surplus ambulances by private sale, public auction, or recycling.

LIST OF SUPPORTING DOCUMENTS: Three Surplus Ambulances Info 4-15-25

Lockhart Ambulance Disposal

MEDIC 5

YEAR: 10-2010

VIN: 1FDRF3GT2BEB42973

MILEAGE: 276,680

TX LICENSE: 111 0327

DSHS LICENSE: TX028006

MAKE: Ford 350 - AEV

AMBULANCE TYPE: Type I

UNIT: Medic 5

CITY ID: 505

PURCHASE PRICE: \$129,060

MECHANICAL ISSUES: Involved in Rollover Accident



Lockhart Ambulance Disposal

MEDIC 3

YEAR: 4-2013

VIN: 1FDRF3GT8DEB25596

MILEAGE: 280,764

TX LICENSE: 111 0398

DSHS LICENSE: TX028006

MAKE: Ford F350 - Wheel Coach

AMBULANCE TYPE: Type I

UNIT: Medic 3

CITY ID: 507

PURCHASE PRICE: \$129,988

MECHANICAL ISSUES: Fuel System and Turbocharger



Lockhart Ambulance Disposal

MEDIC 2

YEAR: 01 - 2017

VIN: 1FDUF4GT6HNO57897

MILEAGE: 292,804

TX LICENSE: 134 2546

DSHS LICENSE: TX028006

MAKE: Ford F450 - Demers

AMBULANCE TYPE: Type I

UNIT: Medic 2

CITY ID: 509

PURCHASE PRICE: \$196,040

MECHANICAL ISSUES: Fuel System



City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: April 15, 2025

AGENDA ITEM CAPTION: Discuss Ordinance 2025-08, amending Sections 28-21 and 28-23 of Article I, "Historic Districts and Landmarks Regulations and Procedures" of Chapter 28 "Historic Districts and Landmarks" to clarify the timeline for completion of work subject to a historic tax abatement and certification of historic tax abatements.

ORIGINATING DEPARTMENT AND CONTACT: Development Services - David Fowler

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: City legal staff suggested this amendment to Chapter 28 "Historic Districts and Landmarks" after the construction work for a recent tax abatement case took longer than the one-year timeline allowed in City Code. The current ordinance allows for a one-year timeline for completion of tax abatement projects without any possibility of longer timelines for more complex projects. The City Attorney's office recommended the ordinance be revised to allow for timelines to be tailored to the requirements of specific projects. To achieve this aim, the proposed text amendment would replace a maximum one-year timeline for completion of abatement projects with an expiration date as approved by City Council. Other than this change related to the allowed timeline for completion of projects, the process for approval of historic tax abatement requests would remain unchanged, with the Historical Preservation Commission recommending approval of tax abatement requests, with the requests ultimately approved by City Council.

Passing this text amendment will enable the approval of the following item on the agenda, which is the acceptance of the revised project timeline for the Spellerberg Gallery downtown, which will allow that project to be eligible to receive the requested tax abatement.

PROJECT SCHEDULE (if applicable): None

FISCAL NOTE (if applicable): None

PREVIOUS COUNCIL ACTION: Both sections were last revised with the passage of Ordinance 2017-03 on February 7, 2017.

COMMITTEE/BOARD/COMMISSION ACTION: The Historical Preservation Commission recommended approval of the proposed text amendment at its April 2, 2025 meeting.

STAFF RECOMMENDATION/REQUESTED MOTION: Approval

LIST OF SUPPORTING DOCUMENTS: Ordinance 2025-08 Sections 28-21 and 28-23 revisions

City of Lockhart, Texas

Council Agenda Item Cover Sheet

ORDINANCE 2025-08

AN ORDINANCE OF THE CITY OF LOCKHART, TEXAS, AMENDING SECTIONS 28-21 AND 28-23 OF ARTICLE I. “HISTORIC DISTRICTS AND LANDMARKS REGULATIONS AND PROCEDURES” OF CHAPTER 28 “HISTORIC DISTRICTS AND LANDMARKS” TO CLARIFY THE TIMELINE FOR COMPLETION OF WORK SUBJECT TO A HISTORIC TAX ABATEMENT AND CERTIFICATION OF HISTORIC TAX ABATEMENT; PROVIDING FOR REPEALING, SEVERABILITY, AND SAVINGS CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Division 2 “Tax Abatement” of Article I. “Historic Districts and Landmarks Regulations and Procedures” of Chapter 28 “Historic Districts and Landmarks” provides a program for tax abatement for renovation of properties in historic districts; and

WHEREAS, Section 28-21 of Division 2 “Tax Abatement” of Article I. “Historic Districts and Landmarks Regulations and Procedures” of Chapter 28 “Historic Districts and Landmarks” provides general criteria and requirements for the program; and

WHEREAS, Section 28-21(k) currently requires the work that is subject to the tax abatement to be completed within one year of the certification and the agreement; and

WHEREAS, Section 28-23 currently limits certification of historic tax abatement for one year; and

WHEREAS, given the challenges of historic preservation, the City Council finds that more flexibility is needed in project completion and certification for historic tax abatements; and

WHEREAS, on April 2, 2025, the Historic Preservation Commission held a public hearing and voted to recommend approval this ordinance change; and

WHEREAS, a public hearing was held in conformance with applicable law,

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

SECTION 1. The above and foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact.

SECTION 2. That Section 28-21(k) of Division 2 “Tax Abatement” of Article I. “Historic Districts and Landmarks Regulations and Procedures” of Chapter 28 “Historic Districts and Landmarks” is amended to read as follows (additions, ~~deletions~~):

- (k) The work which is certified for tax abatement must be completed within a time period approved by the City Council ~~one year of the certification and agreement~~. The certified and/or verified tax abatement shall carry with the property. A

property may be certified and verified for additional work and receive more than one tax abatement concurrently, but not to exceed the limits allowed by the tax abatement program.

SECTION 3. That Section 28-23 of Division 2 “Tax Abatement” of Article I. “Historic Districts and Landmarks Regulations and Procedures” of Chapter 28 “Historic Districts and Landmarks” is amended to read as follows (additions, ~~deletions~~):

Sec. 28-23. Certification for tax abatement.

Upon receipt of the sworn application, the commission shall make an investigation of the property and shall certify the facts to the city within 30 days along with the commission's documentation for approval or disapproval of the application for abatement. Upon receipt of the certified application for tax abatement as well as the recommendation of the commission, the city council shall within 30 days approve or disapprove eligibility of the property for tax relief pursuant to sections 28-21 through 28-24. In determining eligibility, the City of Lockhart shall first determine that the applicant is in compliance with all the requirements of these sections and the city Code. The certification for tax abatement for specified work shall be valid for ~~one year~~ the time period approved by the City Council pursuant to Section 28-21(k). The city shall require the property owners, tenants and city enter into a tax abatement agreement which may set further conditions on the tax abatement authorized. The verification and subsequent tax abatement may carry with the property provided the conditions of the abatement are met and the city is in agreement.

SECTION 4. All provisions of the Code of Ordinances of the City of Lockhart codified or uncodified, in conflict with the provisions of this ordinance are hereby repealed, and all other provisions of the Code of Ordinances of the City of Lockhart codified or uncodified, not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 5. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this ordinance are severable, and if any phrase, clause, sentence, or section of this ordinance shall be declared unconstitutional or invalid by any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any other remaining phrase, clause, sentence, paragraph or section of this ordinance.

SECTION 6. The repeal of any Ordinance or part of Ordinances effectuated by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such Ordinance or as discontinuing, abating, modifying or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions at the time of passage of this Ordinance.

SECTION 7. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required by law and that public notice of the time, place and purpose of said meeting was given as required by the Texas Open Meetings Act, Texas Government Code, Chapter 551.

SECTION 8. The City Secretary shall cause the caption of this ordinance to be published in a newspaper of general circulation according to law.

SECTION 9. This Ordinance shall take effect immediately from and after publication in accordance with the provisions of the City Charter and the Local Government Code.

PASSED AND APPROVED by the City Council of the City of Lockhart, Texas the 15th day of April 2025.

Lew White, Mayor

ATTEST:

Julie Bowermon, City Secretary

APPROVED AS TO FORM:

Bradford E. Bullock, City Attorney

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: April 15, 2025

AGENDA ITEM CAPTION: Discuss a request from Martin Spellerberg of Spellerberg Associates, LLC to extend the one-year timeframe set forth in the approved tax abatement agreement to accommodate the 17-month construction timeline for the interior, HVAC, roofing, and rear facade improvements to a building in the Historic District located on part of Lot 4, Block 39, Original Town of Lockhart and addressed as 103 South Main Street.

ORIGINATING DEPARTMENT AND CONTACT: Development Services - David Fowler

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: This item proposes an amended tax abatement agreement between the City and Spellerberg Associates to defray the costs of extensive renovations to the building located at 103 South Main Street. The original abatement agreement allowed for one year to complete the renovations, consistent with the language found in Sections 28-21 and 28-23 of the City Code of Ordinances. Due to delays in acquiring materials and approvals needed from other agencies, the renovation was completed in approximately 17 months. As a result of this issue, the applicant has requested an amendment to the tax abatement agreement. In order to make the amendment tax agreement possible, the previous item on the agenda proposes to revise the allowable construction periods to allow for flexibility in project length to allow for longer construction for more complex projects, rather than only allowing a one-year completion timeline for all tax abatement projects.

PROJECT SCHEDULE (if applicable): The renovation project was originally approved for one year, consistent with City code, but due to several factors the project took 17 months to complete, leading to the request for revision of the tax abatement agreement.

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): If the revision is approved, 100 percent of all city taxes for the affected property would be waived for the first five years and half of all City taxes would be waived for the an additional five years.

PREVIOUS COUNCIL ACTION: Lockhart City Council approved the original tax abatement agreement on September 19, 2023.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COMMITTEE/BOARD/COMMISSION ACTION: The Historic Preservation Commission recommended the revision of the tax abatement agreement to acomodate the 17-month construction completion at it April 2, 2025 meeting.

STAFF RECOMMENDATION/REQUESTED MOTION: Approval

LIST OF SUPPORTING DOCUMENTS: First Amendment to Spellerberg tax abatement agreement, Applicant's Sworn Statement of Completion, 03-26-2025 Tax Abatement Enhancements Memo to HPC, Tax Abatement Agreement (Signed)- 103 S. Main St., TA-23-01 Approval Letter to Spellerberg

**FIRST AMENDMENT TO THE TAX ABATEMENT AGREEMENT
BETWEEN THE CITY OF LOCKHART AND
SPELLERBERG ASSOCIATES LLC**

This FIRST AMENDMENT TO THE TAX ABATEMENT AGREEMENT ("First Amendment") is made and entered into by **Spellerberg Associates LLC**, ("Owner") and the City of Lockhart, a home-rule municipality created, existing, and organized under the laws of the State of Texas and the City's home-rule charter ("City"), individually referred to as a "Party" and collectively as the "Parties":

WITNESSETH:

WHEREAS, the Parties entered in a Tax Abatement Agreement on September 19, 2023 ("Agreement") to incentivize and prioritize the development of the property located at 103 South Main Street owned by Owner that is located in the Courthouse Square Historic District; and

WHEREAS, due to delays in getting materials for an historic preservation renovation, the Owner has sought an extension of deadline for completion of the renovation of the Property; and

WHEREAS, the Parties wish to amend the Agreement to accommodate the Owner's request,

NOW, THEREFORE, in consideration of City's economic development incentives set forth in the Agreement and other good and valuable consideration as set forth herein, the Parties agree as follows:

1. The Parties agree that all of the above-listed recitals are true and correct.
2. The Parties mutually agree to amend the Agreement by replacing Section I with the following:
 - I. The work which is certified for tax abatement must be completed on or before May 1, 2025.
3. Except as provided in this First Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. The terms and conditions of the Agreement are incorporated by reference herein.
4. This First Amendment and the Agreement are made and are to be performed in Lockhart, Texas, and venue of any dispute under this First Amendment and the Agreement shall lie in a court of competent jurisdiction sitting in Caldwell County, Texas. Texas law shall apply to all matters relating to this First Amendment and the Agreement.

5. This First Amendment may be executed in any number of and by different Parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile or electronic transmission (including email transmission of a PDF image) shall be deemed to be an original signature hereto.

(execution block on the next page)

EXECUTED this ____ day of _____, 2025.

Owner:

Spellerberg Associates LLC

By: _____
Martin Spellerberg, Director

ATTEST:

EXECUTED this ____ day of _____, 2025.

The City of Lockhart, Texas

By: _____
Lew White
Mayor

ATTEST:

By: _____
Julie Bowermon
City Secretary

Spellerberg Associates

February 5, 2025

Kevin Waller
City of Lockhart
Historical Preservation Commission
308 W. San Antonio St.
Lockhart, TX 78644

Dear Mr. Waller:

This letter is to acknowledge that the remodel and preservation work at 103 S Main Street, Lockhart, TX., as previously certified by the Historical Preservation Commission for a tax abatement is now complete (Sec. 28-24).

I am ready for the Commission to come revisit the property to verify that the work is complete.

Sworn by and respectfully,

A handwritten signature in black ink that reads "M. Spellerberg". The signature is fluid and cursive, with the first letter of each word being capitalized and prominent.

Martin Spellerberg

Owner, Spellerberg Associates LLC

TO: Lockhart Historical Preservation Commission
FROM: Kevin Waller, Historical Preservation Officer
SUBJECT: Tax Abatement Approval for 103 S. Main St.
DATE: March 26, 2025

This memo pertains to the verification of substantial completion of enhancements recently made to a commercial building on property within the Historic District, located at 103 South Main St. During the Commission's upcoming April 2, 2025 meeting, the Commission will visit the property to physically inspect the enhancements, followed by a vote and approval, which will be the Commission's certification that the enhancements were made in accordance with the approved tax abatement application (Case File #TA-23-01) for this property.

It should be noted that the estimated amount spent on the enhancements, as identified in the attached Tax Abatement Agreement, is \$145,400.00. However, in a recent discussion with the applicant, Staff was informed that the actual amount spent was \$159,420.00. A motion to approve the completed enhancements could stipulate that the actual expenditure amount noted above is approved. A similar stipulation was made for the tax abatement approval for Ronda Reagan's property at 112 N. Main St. in August 2024, in which the Commission's approval included both the estimated amount, as well as any higher amount that exceeded the estimate.

In a recent discussion with applicant Marty Spellerberg, Staff was informed that the time to complete the approved enhancements exceeded the one-year timeframe specified in the Tax Abatement Agreement. Specifically, the construction was completed in February 2025, which is 5 months beyond the one-year timeframe specified in the Tax Abatement Agreement dated September 19, 2023, with the one-year expiration being September 19, 2024. As a result, the extended timeframe for completion must be considered by the City Council for an extension. Staff suggests that the Commission vote on a recommendation to the Council to extend the one-year timeframe for completion of the enhancements at the March 26 meeting. In addition, we suggest that the Commission also vote on a recommendation to City Council to remove the general one-year timeframe in Chapter 28, and replace it with a timeframe "as approved by City Council", which would allow flexibility depending upon the scope of the project. This will require a text amendment to Chapter 28, Historic Districts and Landmarks, Sections 28-21(k) and 28-23; the proposed amendments are attached. The Commission's final inspection and approval of the enhancements for Mr. Spellerberg's property would then be conditioned upon the City Council's approval of the extended timeframe for completion at a future Council meeting.

Following approval of the City Council's extension of the one-year timeframe for the enhancements to Mr. Spellerberg's property, Staff will prepare a final approval letter for the Historical Preservation Commission Chairman's signature. The letter will be provided to Mr. Spellerberg, as well as the City Finance Department and Caldwell County Appraisal District to initiate the process of applying the tax abatement to the municipal taxes imposed on the property for the next tax year. This will then complete the tax abatement process.

TAX ABATEMENT AGREEMENT

THIS TAX ABATEMENT AGREEMENT is made and entered into as of the 19th day of September, 2023 (the "*Effective Date*"), by and between **Martin Spellerberg of Spellerberg Associates, LLC** (property owner), and the City of Lockhart, a Texas home rule city in Caldwell County, Texas, upon the terms and conditions set forth herein:

- A. The City Council of the City of Lockhart recognizes the importance of the preservation of historically significant structures within the city, and that historic preservation contributes to the economic development, growth, and expansion of a community.
- B. The expenses involved with the restoration and upkeep of said structures often exceeds that of newer structures.
- C. The City Council desires to encourage preservation of historically significant structures by providing the owners of said structures with property tax relief.
- D. The Historic Districts and Landmarks Ordinance, Lockhart Code of Ordinances, Sections 28-21, 28-22, 28-23, and 28-24 provide that upon application and approval by the City Council, the owner of property designated as a historic landmark or located within a historic district may receive an abatement on the municipal taxes assessed on the property.
- E. The said abatement being that the qualified property may have no assessed value for City of Lockhart ad valorem taxation for a period of five tax years after completion of the certified enhancement(s). Thereafter, the property shall be reappraised and assessed at a 50 percent rate for an additional consecutive five-year period.
- F. The property may receive an abatement of the City ad valorem taxation of the added value in the eligible property as determined by the increase in the assessed value in the property as a result of the improvements and preservation.
- G. The minimum tax abatement allowed shall be an amount equal to the previous two years of City taxes actually paid on the property. The City Council may set a different minimum abatement.
- H. The total tax abatement shall not exceed the owner's total out-of-pocket cost of the enhancement.
- I. The work which is certified for tax abatement must be completed within one year of the certification and agreement.

- J. The certified and/or verified tax abatement may carry with the property, provided the conditions of the abatement are met and the City is in agreement.
- K. Martin Spellerberg of Spellerberg Associates, LLC, owner of the property located at 103 South Main Street, Lockhart, Caldwell County, Texas, more fully described as Part of Lot 4, Block 19, Original Town of Lockhart, has applied for a tax abatement for both exterior and interior improvements to an existing commercial building in the Courthouse Square Historic District to include a new window on the rear façade of the building, the re-pitching of the roof, replacement of the roof with a different material, repairs to the roof deck as needed, a new roof hatch to replace that existing, a new HVAC installation on the roof, repair of the existing HVAC systems, replacement of the awning canvas with that of identical material and design, the reconfiguring of certain non-load bearing office partitions, electrical upgrades, the replacement of a sink on the first floor, and the removal of carpeting and certain areas of drop-ceiling. Mr. Spellerberg has met the requirements set forth in Sections 28-21, 28-22, and 28-23 of the Lockhart Code of Ordinances, including a determination of eligibility by the City Council at its September 19, 2023 Public Hearing. Section 28-24 addresses later steps in the process, including the property owner's submission of a sworn statement of completion, final investigation of the property by the Historical Preservation Commission, and the City's notification to the Caldwell County Appraisal District to apply the tax abatement accordingly.
- L. For the tax year beginning after the completion of the certified enhancement, and continuing for a total of five tax years, Martin Spellerberg is granted a 100% abatement of the municipal taxes assessed against the property located at 103 South Main Street. Thereafter, the property shall be reappraised and assessed at a 50 percent rate for an additional consecutive five-year period. In no event shall the total tax abatement exceed the total out-of-pocket cost of the enhancements certified by the Commission, the most recent estimate of which, documented by the owner, is \$145,400.00.

DATED AND EFFECTIVE as of the Effective Date first written above.

PROPERTY OWNER:

Spellerberg Associates, LLC

By: M. Spellerberg

Name: MARTIN SPELLERBERG

Title: OWNER

CITY:

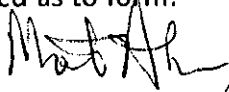
City of Lockhart, Texas

By: Lew White

Name: LEW WHITE

Title: MAYOR

Approved as to form:



Name: Monte Akers

Title: City Attorney

September 20, 2023

Martin Spellerberg
Spellerberg Associates, LLC
6312 Woodhue Dr.
Austin, TX 78745
marty@spellerberg.org

Dear Mr. Spellerberg:

On September 19, 2023, the Lockhart City Council made a **determination of eligibility** by unanimous vote (6-0) for your request for a Tax Abatement (TA-23-01) pursuant to Chapter 28 "Historic Districts and Landmarks", Division 2 "Tax Abatement", of the Lockhart Code of Ordinances, for exterior and interior improvements to a commercial building in the Historic District, located at 103 South Main Street. The improvements include a new window on the rear façade of the building, the re-pitching of the roof, replacement of the roof with a different material, repairs to the roof deck as needed, a new roof hatch to replace that existing, a new HVAC installation on the roof, repair of the existing HVAC systems, replacement of the awning canvas with that of identical material and design, the reconfiguring of certain non-load bearing office partitions, electrical upgrades, the replacement of a sink on the first floor, and the removal of carpeting and certain areas of drop-ceiling. Please consult with the Building Department regarding the necessary permits. Some of the enhancements are considered Ordinary Maintenance and do not require permits; the Building Department can explain further.

Pursuant to Sections 28-23 and 28-24, please note the following next steps:

- The certification for tax abatement shall be valid for one year.
- The City shall require the property owner and City enter into a tax abatement agreement which may set further conditions on the tax abatement authorized.
- The verification and subsequent tax abatement may carry with the property, provided the conditions of the abatement are met and the City is in agreement.
- Upon completion of all work determined eligible by the City Council for tax abatement, the owner shall submit a sworn statement of completion.
- The Commission shall physically verify completion within 30 days of the sworn statement submission.
- Following verification and approval, the Commission shall notify the City in writing of compliance.
- The City shall notify the tax authorities to apply the tax abatement.

We will be in contact with you soon regarding the above. If you have any questions, please contact me by phone at (512) 398-3461, Ext. 2400, or by email at kwaller@lockhart-tx.org.

Sincerely,

Kevin Waller
Historical Preservation Officer
Senior Planner

Cc: David Fowler, Planning Director; Kelly Stilwell, Building Official; Steve Lewis, City Manager; John Lairsen, Historical Preservation Commission Chairman

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: April 15, 2025

AGENDA ITEM CAPTION: Discussion regarding proposed Amendment 1 to the Seawillow Development Agreement relating to roadway alignment, school location, and water tower location.

ORIGINATING DEPARTMENT AND CONTACT: Development Services - David Fowler

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: The proposed amendment to the Seawillow Development Agreement has been created for the main purpose of moving the junior high school site to a location that would facilitate building the school earlier. The applicant and Lockhart ISD have requested the item be placed onto the agenda so the revised development agreement reflects the relocated school location, thus facilitating the transfer of the junior high site to the ISD prior to the upcoming bond election. As a result of the proposed relocation of the junior high school site, the two schools planned in the Seawillow Development will not be adjacent; Instead, the elementary school would be located at a separate site further south along the arterial road. The separation of the two facilities arguably makes sense, as the junior high will serve an area much larger than the Seawillow subdivision, making the proposed location at the edge of the subdivision more accessible to residents of other neighborhoods.

The relocation of the school site has two main impacts on the overall site plan: causing a slight change in the development's roadway network and requiring a relocation of the planned water tower. The road network changes are confined to a slight deviation in the north-south arterial street within the development and a change to that street's intersection with Seawillow Road. Whereas the original alignment created a "T" intersection with the existing alignment of Seawillow Road at the north end of the development, the new alignment shows Seawillow Road terminating at an intersection with the internal arterial. Seawillow road would then continue from that intersection towards FM 1322 as it does currently. The relocation of the planned water tower has been proposed with the aim of providing water service to the junior high school site early in the development of the subdivision.

The proposed amendment does not change any of the agreement's text or terms. The only changes to the development agreement document are the insertions of the proposed updated exhibits reflecting the change in school locations, the revised road alignment, and the new water tower location.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

City of Lockhart, Texas

Council Agenda Item Cover Sheet

Funds Available:

Account Name:

FISCAL NOTE (if applicable): The fiscal impact of the development should be unchanged due to the proposal having no effect on the number of housing units, commercial acreage, or utility volumes expected in the development area.

PREVIOUS COUNCIL ACTION: The Lockhart City Council approved the Seawillow Development Agreement on June 18, 2024

COMMITTEE/BOARD/COMMISSION ACTION: None

STAFF RECOMMENDATION/REQUESTED MOTION: Approval

LIST OF SUPPORTING DOCUMENTS: Seawillow Ranch Proposed DA Amendment, 250408 Engineer's Traffic Assessment of Seawillow Ranch DA AMendment, SEAWILLOW PID -- Development Agreement([ASSEMBLED--FULLY EXECUTED]

Date: April 8, 2025

RE: Seawillow DA Amendment Memorandum

Purpose of This Summary

The purpose of this memorandum is to summarize the proposed amendment to the Seawillow Development Agreement (DA). This summary will focus on the specific revisions to the exhibits and identify the exhibits that require revision to facilitate the amendment. The proposed amendment only modifies the exhibits; no changes are being requested to the body of the development agreement, the previously approved phasing of units, density, or Land Use Equivalents (LUEs). Below are the modifications to the exhibits for the previously approved DA:

Exhibit B: Concept Plan Modifications

- **Arterial Road Modification:** Roadway #1 (referenced in Attachment 2) has been revised to connect continuously with Seawillow Road. The portion of Seawillow Road east of the Seawillow Master Development will now connect to Roadway #1 at a T-intersection (see Intersection #1 in Attachment 2).
 - **School Site Division:** The school site has been divided into two separate tracts, one designated for an elementary school and the other for a middle school.
 - **Relocation of Single-Family Detached and Attached Uses:** To accommodate the new middle school location, the single-family detached area originally planned for the middle school site has been relocated within the development. The areas previously designated for single-family attached homes have been adjusted to replace the land now assigned to the middle school. All land uses have been swapped with equivalent acreage, ensuring no changes to developable land, residential lots, or LUEs by phase.
 - **Water Tower Relocation:** The proposed water tower site has been relocated to the northwestern corner of the Seawillow Master Development, adjacent to the middle school tract.
 - **Addition of Collector Roadway:** A new collector roadway has been added along the southern boundary of the middle school tract to provide additional access.
-

Exhibit L: Roadway System Improvements Modifications

- **Arterial Road Modification:** As described above.
 - **Additional Collector Road along Middle School's Southern Boundary:** As described above.
-

Exhibit L1: Off-Site Roadway Improvements Modifications

- **Arterial Road Modification:** As described above.

Conclusion

The amended DA exhibits are included as Attachment #1, titled "Amended DA Exhibits," for this amendment summary. Attachment #2 includes marked-up versions of the amended exhibits for illustrative purposes.

This amendment is driven by the Lockhart Independent School District's timeline for the proposed middle school. The district needs to close on the land before the approval of the upcoming bond in May, which will fund both the design and construction of the middle school.

The development team formally requests that the Lockhart City Council move forward with approving this DA amendment at their next meeting on April 15.

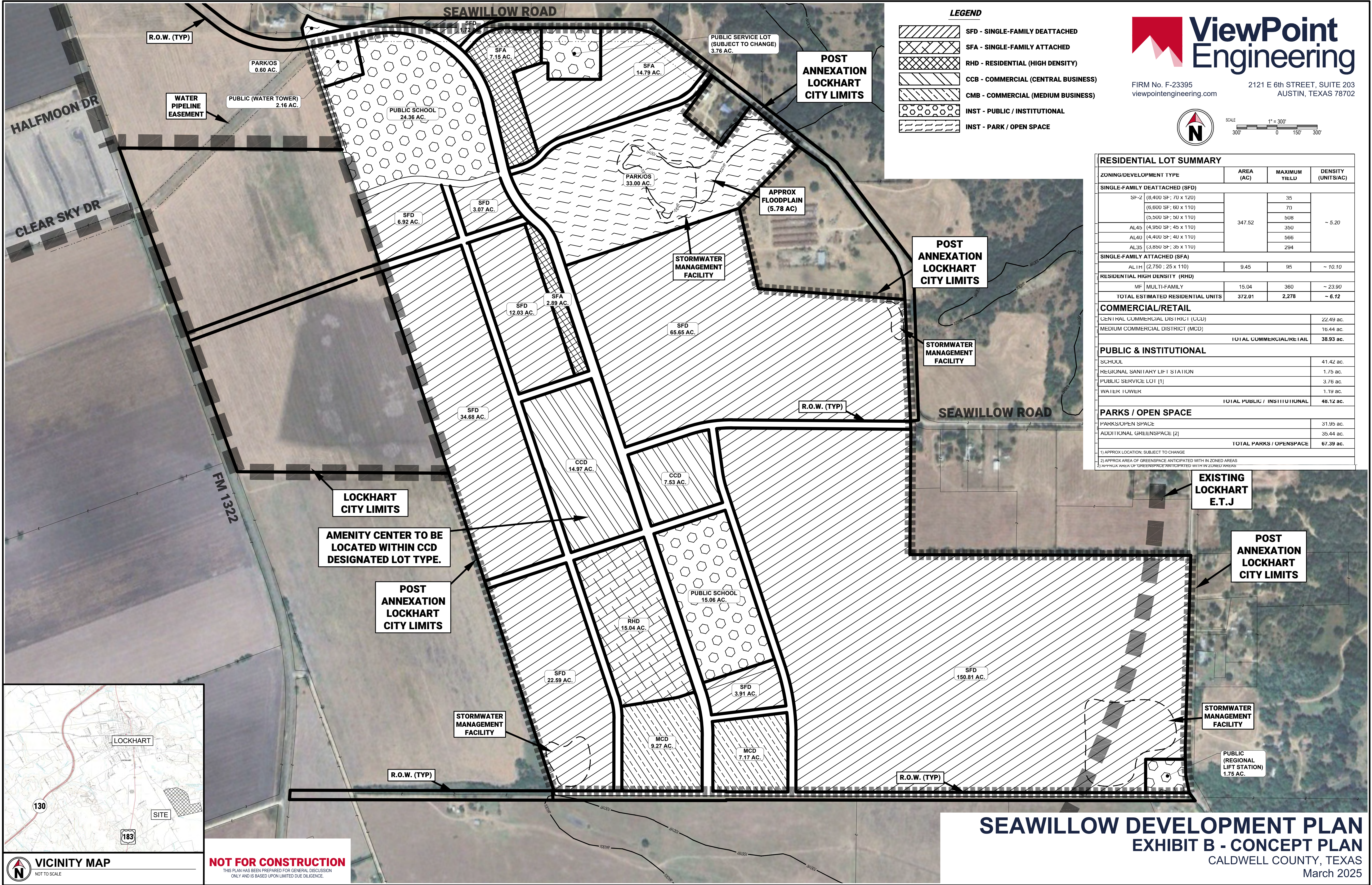
Sincerely,
ViewPoint Engineering



By: _____

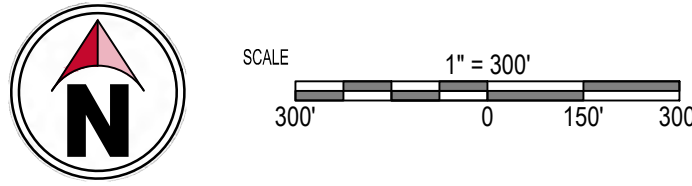
LUKE CARAWAY, PE

ATTACHMENT #1

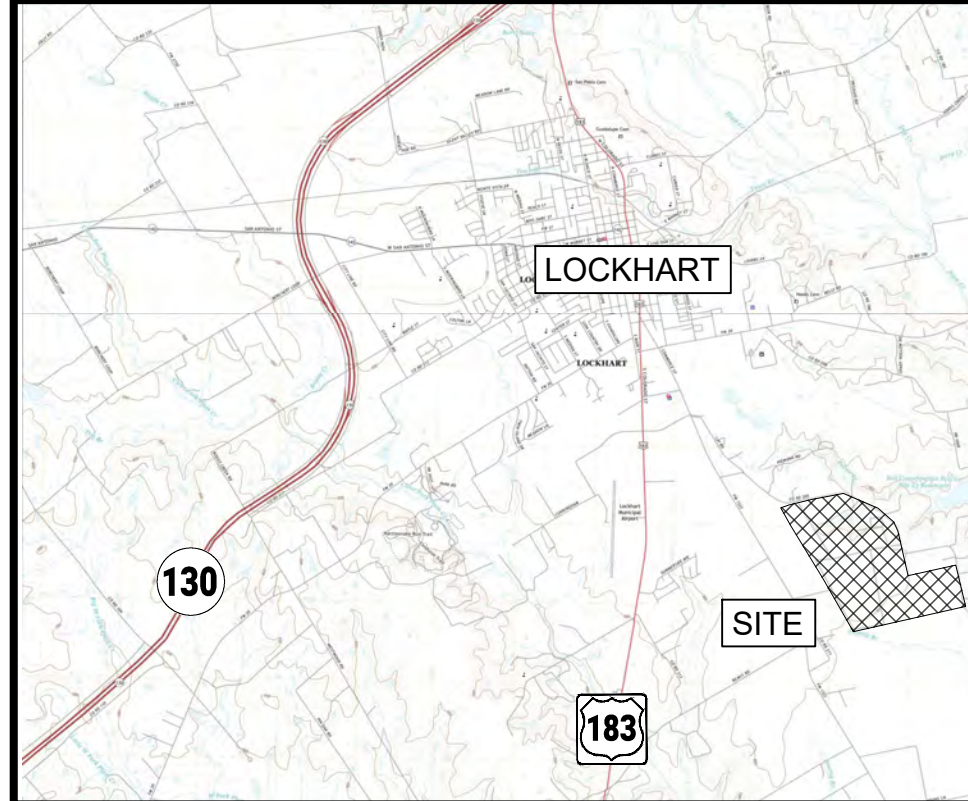


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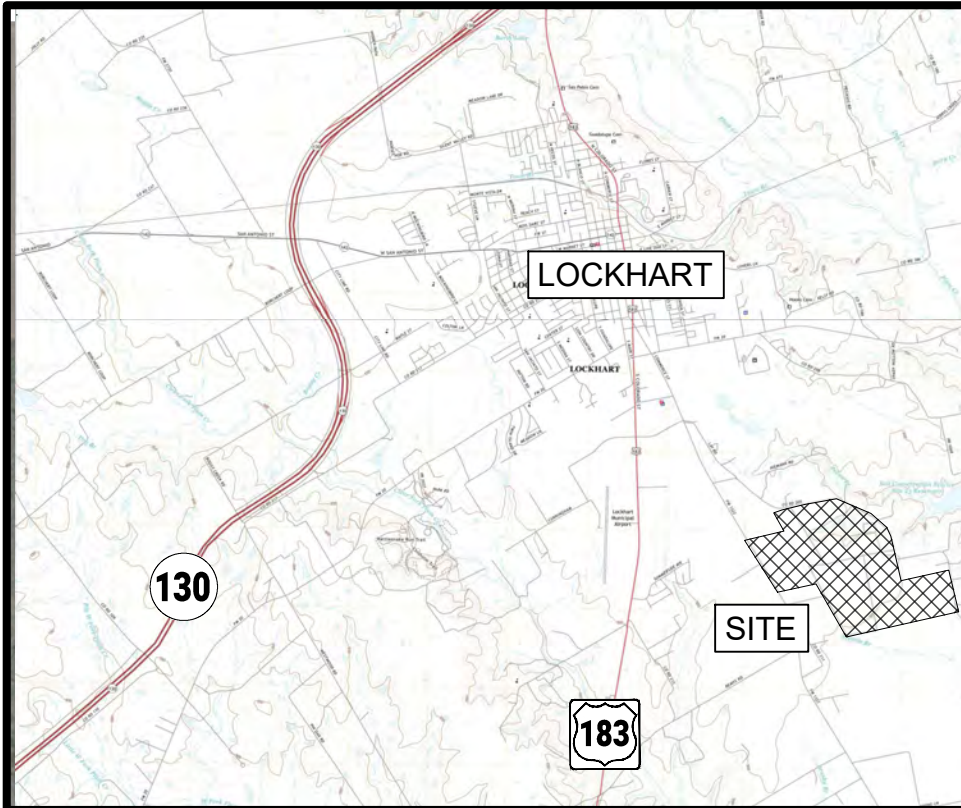
RESIDENTIAL LOT SUMMARY			
ZONING/DEVELOPMENT TYPE	AREA (AC)	MAXIMUM YIELD	DENSITY (UNITS/AC)
SINGLE-FAMILY DEATTACHED (SFD)			
SF-2 (8,400 SF; 70 x 120)	347.52	35	~ 5.20
(6,600 SF; 60 x 110)		70	
(5,500 SF; 50 x 110)		508	
AL45 (4,950 SF; 45 x 110)		350	
AL40 (4,400 SF; 40 x 110)		566	
AL35 (3,850 SF; 35 x 110)		294	
SINGLE-FAMILY ATTACHED (SFA)			
AL1H (2,750 ; 25 x 110)	9.45	95	~ 10.10
RESIDENTIAL HIGH DENSITY (RHD)			
MF MULTI-FAMILY	15.04	360	~ 23.90
TOTAL ESTIMATED RESIDENTIAL UNITS	372.01	2,278	~ 6.12
COMMERCIAL/RETAIL			
CENTRAL COMMERCIAL DISTRICT (CCD)			22.49 ac.
MEDIUM COMMERCIAL DISTRICT (MCD)			16.44 ac.
TOTAL COMMERCIAL/RETAIL			38.93 ac.
PUBLIC & INSTITUTIONAL			
SCHOOL			41.42 ac.
REGIONAL SANITARY LIFT STATION			1.75 ac.
PUBLIC SERVICE LOT [1]			3.76 ac.
WATER TOWER			1.19 ac.
TOTAL PUBLIC / INSTITUTIONAL			48.12 ac.
PARKS / OPEN SPACE			
PARKS/OPEN SPACE			31.95 ac.
ADDITIONAL GREENSPACE [2]			35.44 ac.
TOTAL PARKS / OPENSACE			67.39 ac.
1) APPROX. LOCATION: SUBJECT TO CHANGE			
2) APPROX. AREA OF GREENSPACE ANTICIPATED WITH IN ZONED AREAS			
3) APPROX. AREA OF GREENSPACE ANTICIPATED WITH IN ZONED AREAS			



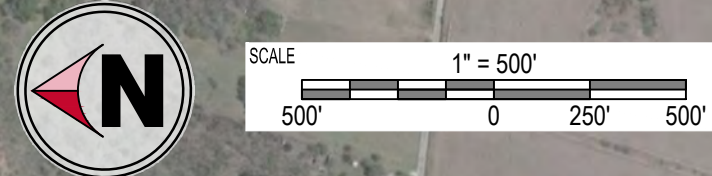
VICINITY MAP
NOT TO SCALE

NOT FOR CONSTRUCTION
THIS PLAN HAS BEEN PREPARED FOR GENERAL DISCUSSION
ONLY AND IS BASED UPON LIMITED DUE DILIGENCE.

SEAWILLOW DEVELOPMENT PLAN
EXHIBIT B - CONCEPT PLAN
CALDWELL COUNTY, TEXAS
March 2025



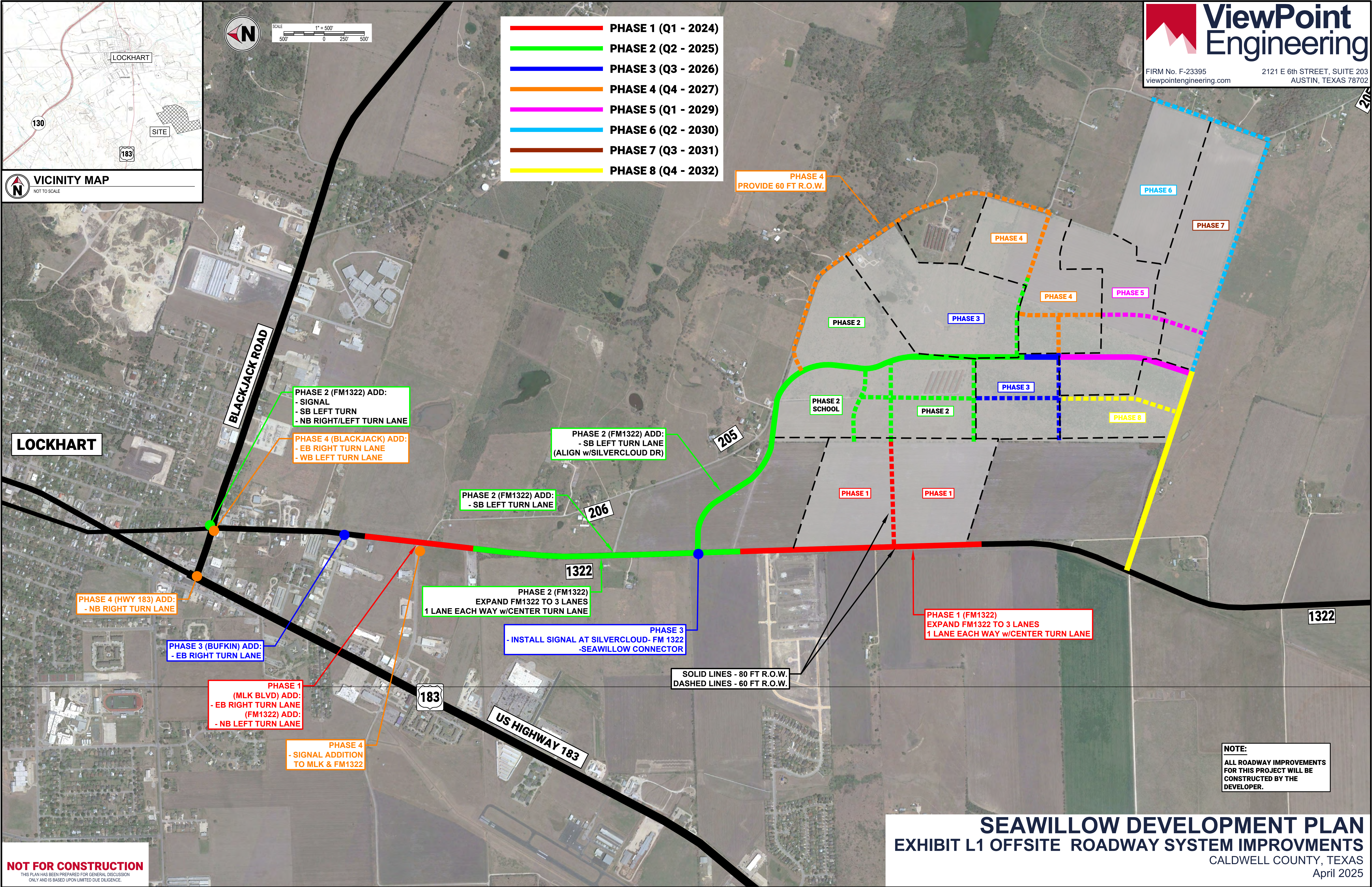
VICINITY MAP
NOT TO SCALE



- PHASE 1 (Q1 - 2024)
- PHASE 2 (Q2 - 2025)
- PHASE 3 (Q3 - 2026)
- PHASE 4 (Q4 - 2027)
- PHASE 5 (Q1 - 2029)
- PHASE 6 (Q2 - 2030)
- PHASE 7 (Q3 - 2031)
- PHASE 8 (Q4 - 2032)



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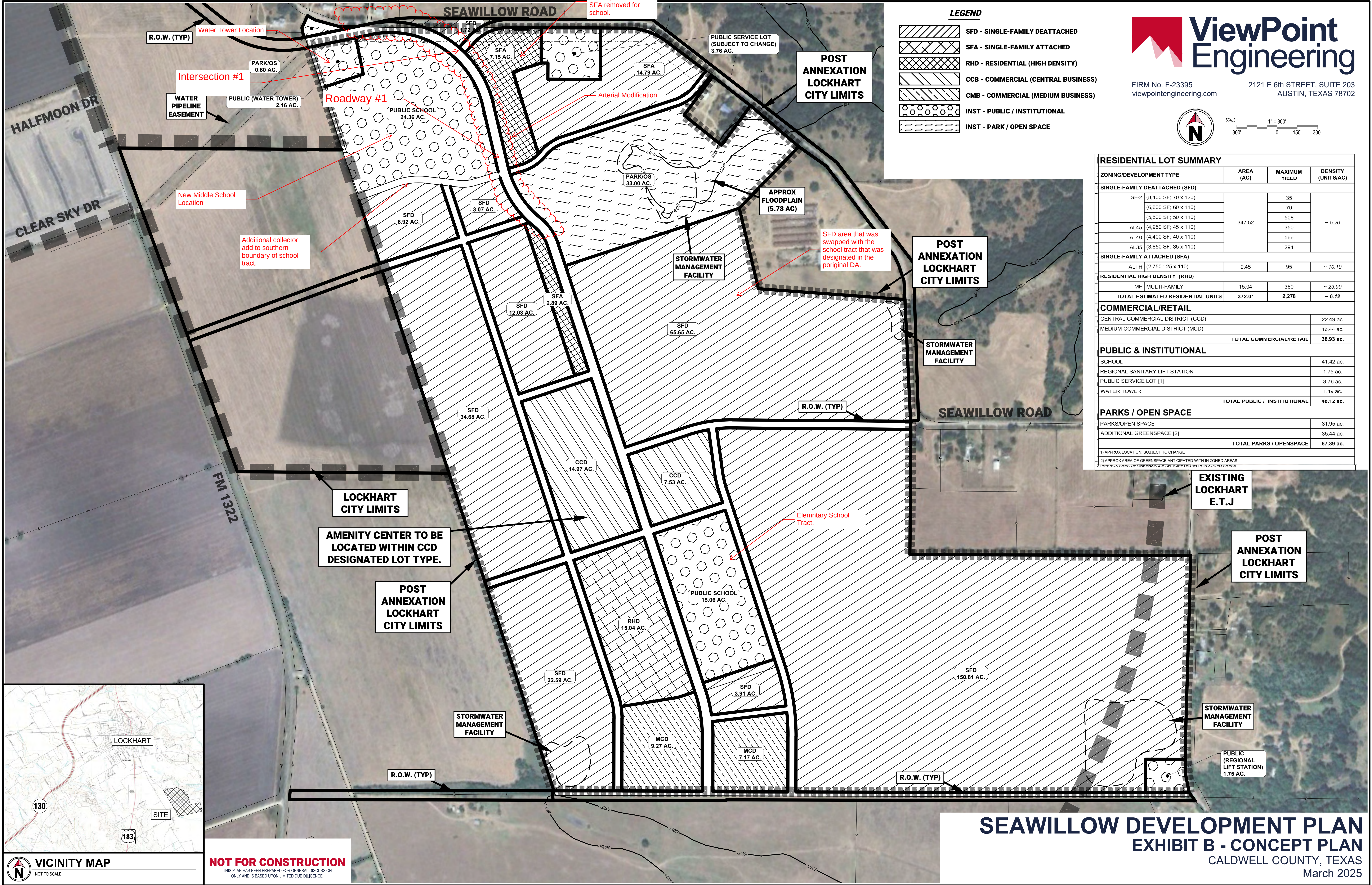


NOT FOR CONSTRUCTION
THIS PLAN HAS BEEN PREPARED FOR GENERAL DISCUSSION
ONLY AND IS BASED UPON LIMITED DUE DILIGENCE.

SEAWILLOW DEVELOPMENT PLAN
EXHIBIT L1 OFFSITE ROADWAY SYSTEM IMPROVMENTS
CALDWELL COUNTY, TEXAS
April 2025

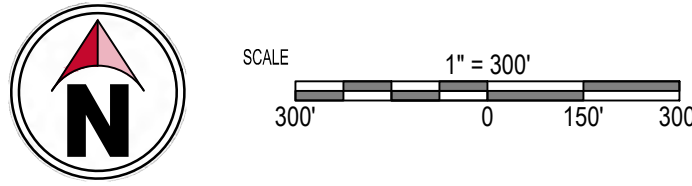
NOTE:
ALL ROADWAY IMPROVEMENTS
FOR THIS PROJECT WILL BE
CONSTRUCTED BY THE
DEVELOPER.

ATTACHMENT #2



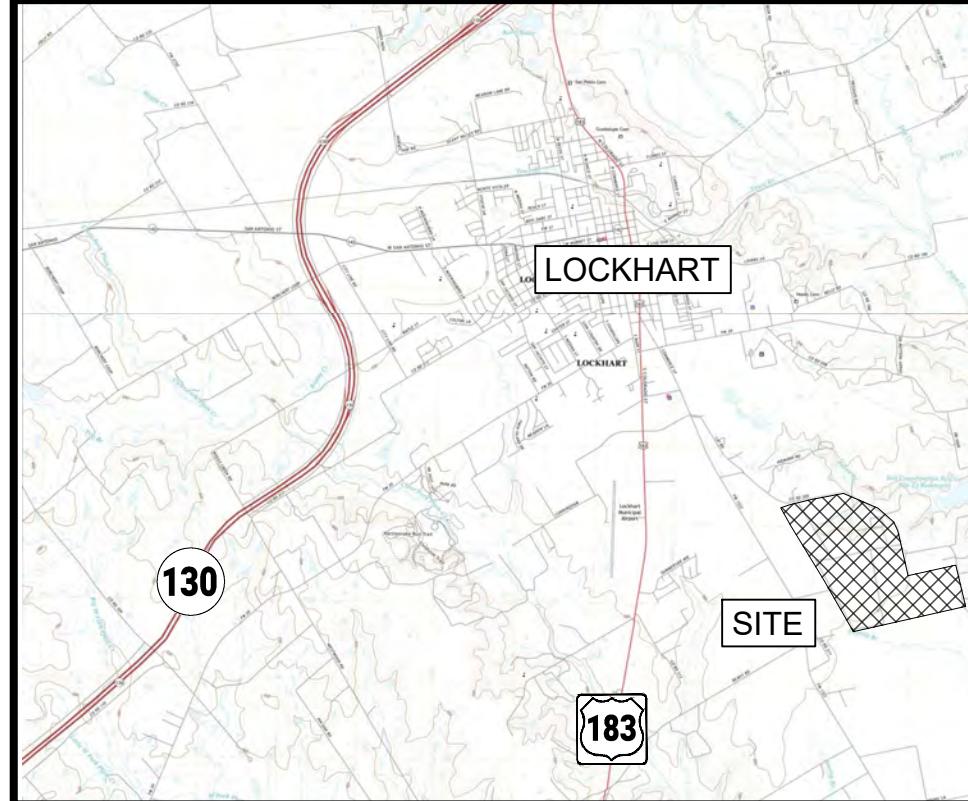
FIRM No. F-23395
viewpointengineering.com

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AUSTIN, TEXAS 78702



- LEGEND**
- SFD - SINGLE-FAMILY DEATTACHED
 - SFA - SINGLE-FAMILY ATTACHED
 - RHD - RESIDENTIAL (HIGH DENSITY)
 - CCB - COMMERCIAL (CENTRAL BUSINESS)
 - CMB - COMMERCIAL (MEDIUM BUSINESS)
 - INST - PUBLIC / INSTITUTIONAL
 - INST - PARK / OPEN SPACE

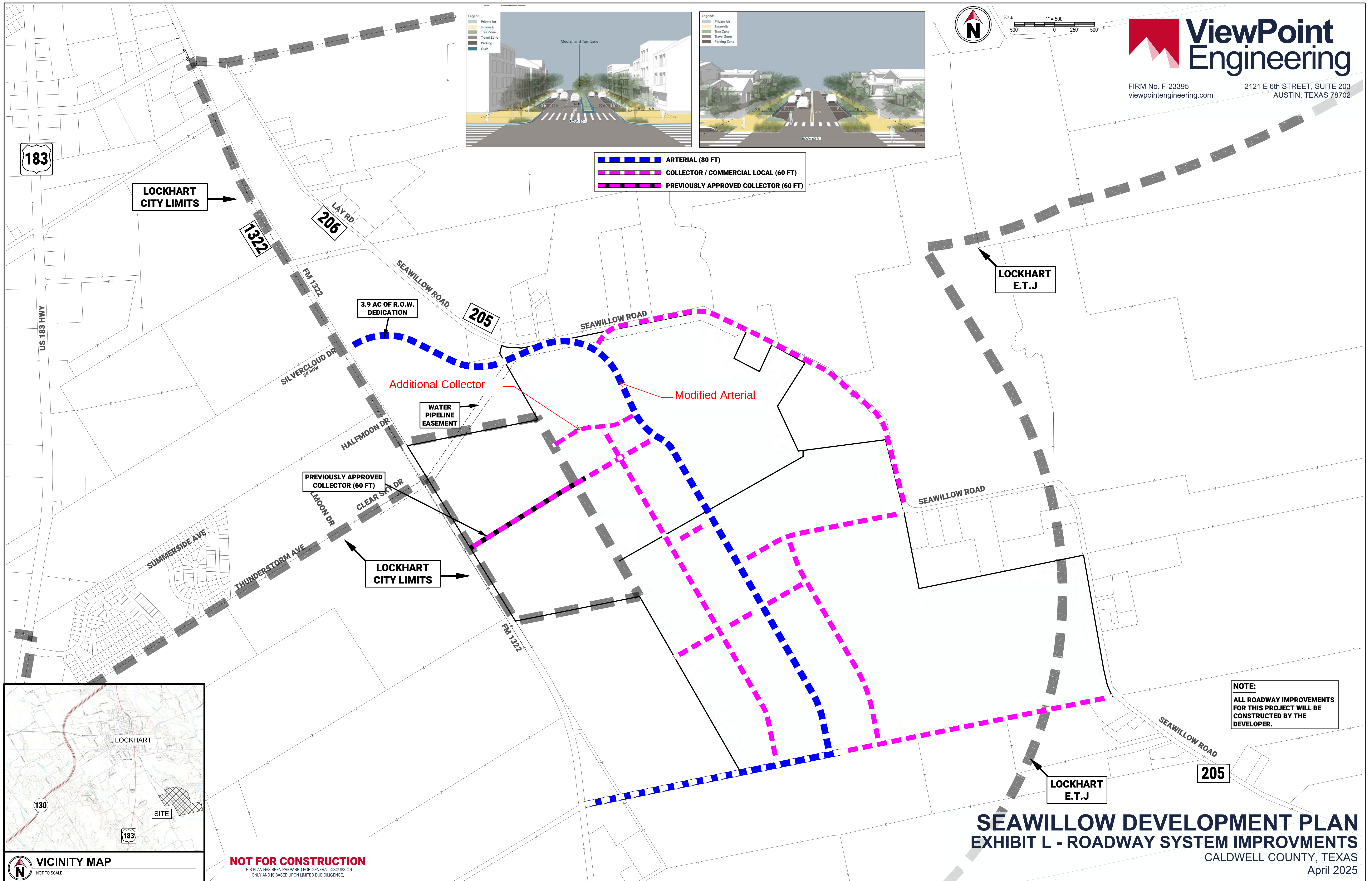
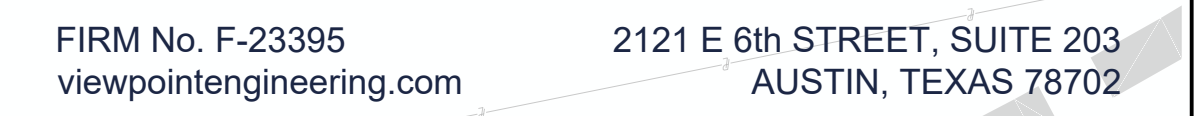
RESIDENTIAL LOT SUMMARY			
ZONING/DEVELOPMENT TYPE	AREA (AC)	MAXIMUM YIELD	DENSITY (UNITS/AC)
SINGLE-FAMILY DETACHED (SFD)			
SF-2 (8,400 SF; 70 x 120)	347.52	35	~ 5.20
(6,600 SF; 60 x 110)		70	
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AL40 (4,400 SF; 40 x 110)		566	
AL35 (3,850 SF; 35 x 110)		294	
SINGLE-FAMILY ATTACHED (SFA)			
AL1H (2,750 ; 25 x 110)	9.45	95	~ 10.10
RESIDENTIAL HIGH DENSITY (RHD)			
MF MULTI-FAMILY	15.04	360	~ 23.90
TOTAL ESTIMATED RESIDENTIAL UNITS	372.01	2,278	~ 6.12
COMMERCIAL/RETAIL			
CENTRAL COMMERCIAL DISTRICT (CCD)			22.49 ac.
MEDIUM COMMERCIAL DISTRICT (MCD)			16.44 ac.
TOTAL COMMERCIAL/RETAIL			38.93 ac.
PUBLIC & INSTITUTIONAL			
SCHOOL			41.42 ac.
REGIONAL SANITARY LIFT STATION			1.75 ac.
PUBLIC SERVICE LOT [1]			3.76 ac.
WATER TOWER			1.19 ac.
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1) APPROX LOCATION: SUBJECT TO CHANGE			
2) APPROX AREA OF GREENSPACE ANTICIPATED WITH IN ZONED AREAS			
3) APPROX AREA OF GREENSPACE ANTICIPATED WITH IN ZONED AREAS			

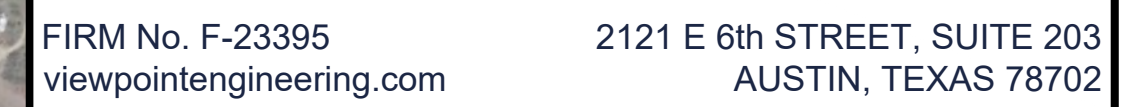


VICINITY MAP
NOT TO SCALE

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ONLY AND IS BASED UPON LIMITED DUE DILIGENCE.

SEAWILLOW DEVELOPMENT PLAN
EXHIBIT B - CONCEPT PLAN
CALDWELL COUNTY, TEXAS
March 2025





SEAWILLOW DEVELOPMENT PLAN

EXHIBIT L1 OFFSITE ROADWAY SYSTEM IMPROVEMENTS

CALDWELL COUNTY, TEXAS
April 2025

Date: April 8, 2025

RE: Engineer's Assessment of Traffic Impacts from Seawillow Ranch Development Agreement Amendment

Purpose of This Assessment

The purpose of this Engineering Assessment is to evaluate the local traffic impacts associated with the proposed amendment to the Seawillow Ranch development agreement. This assessment focuses on the following modification to the previously approved development agreement (DA):

- **Arterial Road Modification:** Roadway #1 (referenced in Attachments 1 and 2) has been revised to connect continuously with Seawillow Rd. The portion of Seawillow Rd. east of the Seawillow Master development will now connect to Roadway #1 at a T-intersection (See Intersection #1, as shown in Attachments 1 and 2).

Traffic Benefits of the Proposed Amendment

Our engineering team is confident that the proposed revisions will enhance traffic flow at Intersection #1 by addressing several key concerns. These improvements are outlined below:

- **Improved Circulation:** The amendment will enhance traffic circulation for both the school tract and the broader Seawillow Ranch master development. Attachment #3 illustrates the continuous traffic loop around the school tract. By making Seawillow Road and the arterial road continuous, vehicles will be able to enter and exit the development without stopping at Intersection #1. Under the previous plan, traffic exiting the development via Seawillow Road was required to stop at Intersection #1, which could cause congestion and delays. The proposed amendment will allow direct access to FM 1322, bypassing the intersection, thereby reducing queuing time and improving overall traffic flow—especially during peak periods such as school pick-up times and work commutes, which often overlap.
- **Avoidance of a Signalized Intersection:** With updates to the Traffic Impact Analysis (TIA) for internal intersections, we believe the current stop condition at the northbound approach to Intersection #1 may eventually require a signal. However, we assert that the proposed amendment offers a more effective solution. The existing stop condition hinders traffic flow, particularly as the Seawillow Ranch area becomes more densely developed. The amendment's design, which allows continuous traffic movement to FM 1322, will eliminate the need for an unnecessary signal and maintain smooth traffic flow.

Traffic Flow East of Intersection #1

A concern raised by the City team pertains to traffic traveling east of Intersection #1 toward more rural areas outside the City limits. While we acknowledge the importance of ensuring efficient traffic flow in all directions, we believe that prioritizing traffic from Seawillow Ranch and the school tract is the most effective approach for optimizing the operation of Intersection #1. Additionally, the



proposed arterial section includes a center turn lane, which will provide a safe and protected turning movement for eastbound traffic. This feature will improve queuing for vehicles heading out of the City limits on Seawillow Road, further enhancing traffic flow through Intersection #1.

Conclusion

In conclusion, it is my professional opinion that the proposed DA amendment effectively addresses the trip volumes generated by the Seawillow Ranch and school tracts by providing continuous access to FM 1322 from the arterial road. This modification will significantly improve traffic flow both in and out of the development. We look forward to continued collaboration with the City to further enhance the Seawillow Ranch master development through the implementation of this amendment.

Thank you for your attention to this matter. Please feel free to contact me should you have any questions or require further clarification.

The following attachments have been provided to support our assessment:

Attachment	Name
1	Exhibit B Concept Plan- Existing, approved DA
2	Exhibit B Concept Plan- Proposed Amendment w/ Intersection Markups
3	Lockhart ISD Middle School Site Plan
4	Exhibit L Roadway System Improvements
5	Exhibit L1 Off-Site Roadway Improvements

Sincerely,
ViewPoint Engineering

A handwritten signature in black ink, appearing to read "Luke Caraway".

By: _____

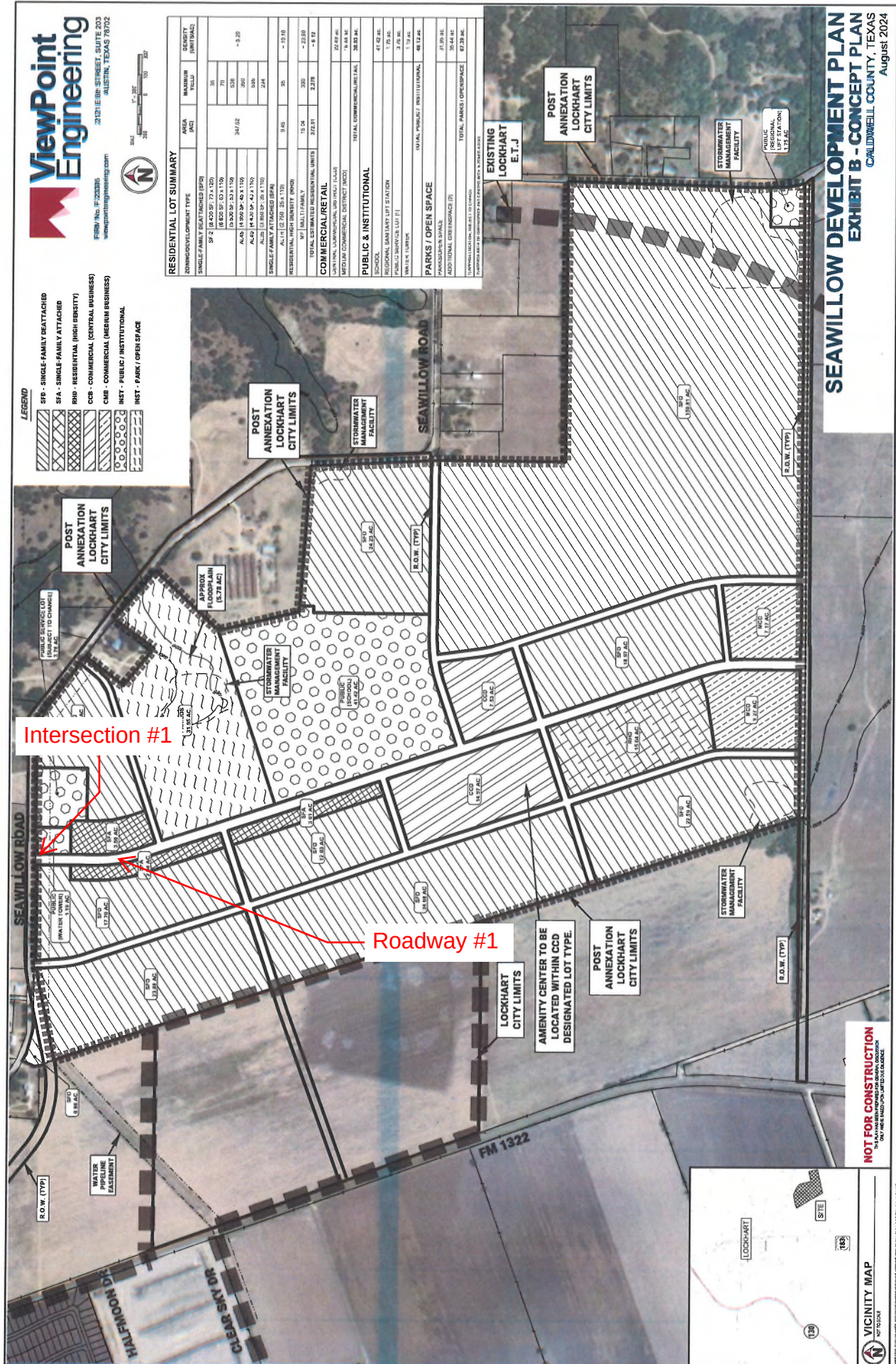
LUKE CARAWAY, PE

ATTACHMENT #1

LEGEND

	SF1 - SINGLE-FAMILY DETACHED
	SF2 - SINGLE-FAMILY ATTACHED
	RH - RESIDENTIAL (HIGH DENSITY)
	CB - COMMERCIAL (CENTRAL BUSINESS)
	CM - COMMERCIAL (MEDIUM BUSINESS)
	IN - PUBLIC / INSTITUTIONAL
	PK - PARK / OPEN SPACE

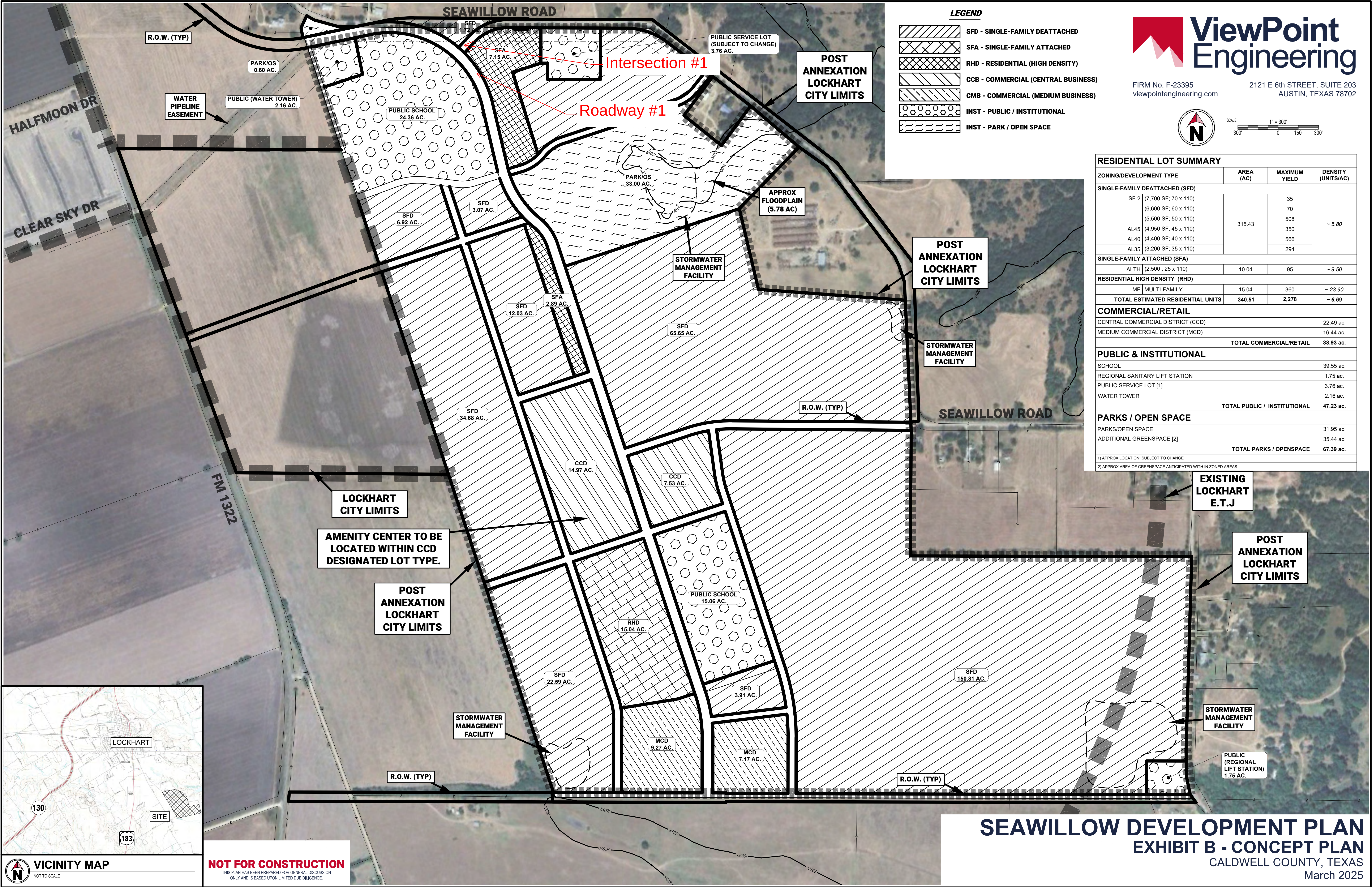
RESIDENTIAL LOT SUMMARY	AREA (AC)	MAXIMUM LOTS	DENSITY (UNITS/AC)
SINGLE-FAMILY DETACHED (SF1)			
SF1 (8,420 SF - 77.1 AC)	35		
SF1 (8,420 SF - 77.1 AC)	70		
SF1 (15,920 SF - 137.1 AC)	342.32		0.29
SINGLE-FAMILY ATTACHED (SF2)			
SF2 (15,920 SF - 137.1 AC)	342.32		0.29
COMMERCIAL/RETAIL			
COMMERCIAL/RETAIL (MEDIUM BUSINESS)	15.24	250	16.42
COMMERCIAL/RETAIL (CENTRAL BUSINESS)	272.21	2,276	8.32
PUBLIC & INSTITUTIONAL			
PUBLIC & INSTITUTIONAL (MEDIUM BUSINESS)	22.49 AC		
PUBLIC & INSTITUTIONAL (CENTRAL BUSINESS)	1.44 AC		
PUBLIC & INSTITUTIONAL (MEDIUM BUSINESS)	28.03 AC		
PUBLIC & INSTITUTIONAL (CENTRAL BUSINESS)	41.42 AC		
PUBLIC & INSTITUTIONAL (MEDIUM BUSINESS)	2.79 AC		
PUBLIC & INSTITUTIONAL (CENTRAL BUSINESS)	1.79 AC		
PARKS / OPEN SPACE			
PARKS / OPEN SPACE	48.12 AC		
TOTAL			
TOTAL ESTIMATED RESIDENTIAL UNITS	15.24	250	16.42
TOTAL ESTIMATED COMMERCIAL UNITS	272.21	2,276	8.32
TOTAL ESTIMATED PUBLIC & INSTITUTIONAL UNITS	22.49 AC		
TOTAL ESTIMATED PARKS / OPEN SPACE	48.12 AC		
TOTAL ESTIMATED OPEN SPACE	48.12 AC		
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TOTAL ESTIMATED OPEN SPACE (3)	48.12 AC		
TOTAL ESTIMATED OPEN SPACE (4)	48.12 AC		
TOTAL ESTIMATED OPEN SPACE (5)	48.12 AC		
TOTAL ESTIMATED OPEN SPACE (6)	48.12 AC		
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TOTAL ESTIMATED OPEN SPACE (56)	48.12 AC		
TOTAL ESTIMATED OPEN SPACE (57)	48.12 AC		
TOTAL ESTIMATED OPEN SPACE (58)	48.12 AC		
TOTAL ESTIMATED OPEN SPACE (59)	48.12 AC		
TOTAL ESTIMATED OPEN SPACE (60)	48.12 AC		
TOTAL ESTIMATED OPEN SPACE (61)	48.12 AC		
TOTAL ESTIMATED OPEN SPACE (62)	48.12 AC		
TOTAL ESTIMATED OPEN SPACE (63)	48.12 AC		
TOTAL ESTIMATED OPEN SPACE (64)	48.12 AC		
TOTAL ESTIMATED OPEN SPACE (65)	48.12 AC		
TOTAL ESTIMATED OPEN SPACE (66)	48.12 AC		
TOTAL ESTIMATED OPEN SPACE (67)	48.12 AC		
TOTAL ESTIMATED OPEN SPACE (68)	48.12 AC		
TOTAL ESTIMATED OPEN SPACE (69)	48.12 AC		
TOTAL ESTIMATED OPEN SPACE (70)	48.12 AC		
TOTAL ESTIMATED OPEN SPACE (71)	48.12 AC		
TOTAL ESTIMATED OPEN SPACE (72)	48.12 AC		
TOTAL ESTIMATED OPEN SPACE (73)	48.12 AC		
TOTAL ESTIMATED OPEN SPACE (74)	48.12 AC		
TOTAL ESTIMATED OPEN SPACE (75)	48.12 AC		
TOTAL ESTIMATED OPEN SPACE (76)	48.12 AC		
TOTAL ESTIMATED OPEN SPACE (77)	48.12 AC		
TOTAL ESTIMATED OPEN SPACE (78)	48.12 AC		
TOTAL ESTIMATED OPEN SPACE (79)	48.12 AC		
TOTAL ESTIMATED OPEN SPACE (80)	48.12 AC		
TOTAL ESTIMATED OPEN SPACE (81)	48.12 AC		
TOTAL ESTIMATED OPEN SPACE (82)	48.12 AC		
TOTAL ESTIMATED OPEN SPACE (83)	48.12 AC		
TOTAL ESTIMATED OPEN SPACE (84)	48.12 AC		
TOTAL ESTIMATED OPEN SPACE (85)	48.12 AC		
TOTAL ESTIMATED OPEN SPACE (86)	48.12 AC		
TOTAL ESTIMATED OPEN SPACE (87)	48.12 AC		
TOTAL ESTIMATED OPEN SPACE (88)	48.12 AC		
TOTAL ESTIMATED OPEN SPACE (89)	48.12 AC		
TOTAL ESTIMATED OPEN SPACE (90)	48.12 AC		
TOTAL ESTIMATED OPEN SPACE (91)	48.12 AC		
TOTAL ESTIMATED OPEN SPACE (92)	48.12 AC		
TOTAL ESTIMATED OPEN SPACE (93)	48.12 AC		
TOTAL ESTIMATED OPEN SPACE (94)	48.12 AC		
TOTAL ESTIMATED OPEN SPACE (95)	48.12 AC		
TOTAL ESTIMATED OPEN SPACE (96)	48.12 AC		
TOTAL ESTIMATED OPEN SPACE (97)	48.12 AC		
TOTAL ESTIMATED OPEN SPACE (98)	48.12 AC		
TOTAL ESTIMATED OPEN SPACE (99)	48.12 AC		
TOTAL ESTIMATED OPEN SPACE (100)	48.12 AC		



SEAWILLOW DEVELOPMENT PLAN
EXHIBIT B - CONCEPT PLAN
 CALDWELL COUNTY, TEXAS
 August 2024

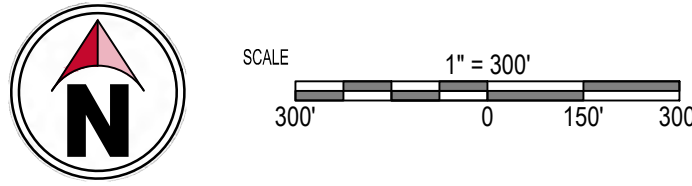
NOT FOR CONSTRUCTION
 THIS PLAN IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.
 ONLY THE ENGINEER'S SEAL AND SIGNATURE SHALL BE USED FOR CONSTRUCTION PURPOSES.

ATTACHMENT #2



FIRM No. F-23395
viewpointengineering.com

2121 E 6th STREET, SUITE 203
AUSTIN, TEXAS 78702

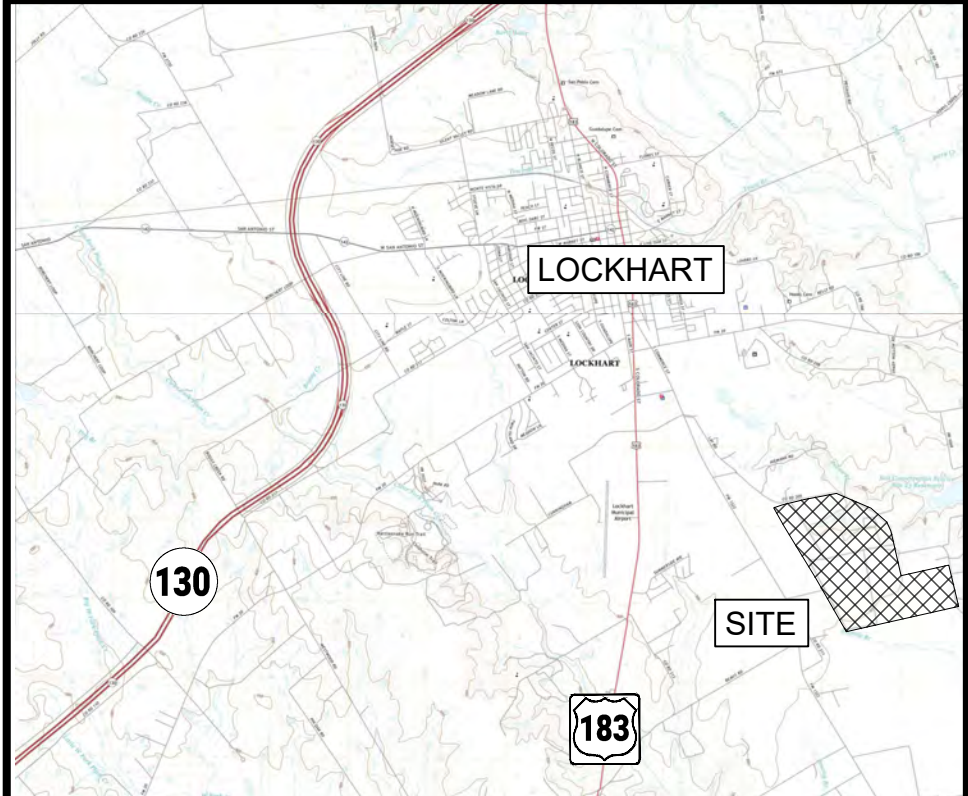


RESIDENTIAL LOT SUMMARY			
ZONING/DEVELOPMENT TYPE	AREA (AC)	MAXIMUM YIELD	DENSITY (UNITS/AC)
SINGLE-FAMILY DEATTACHED (SFD)			
SF-2 (7,700 SF; 70 x 110)	315.43	35	~ 5.80
(6,600 SF; 60 x 110)		70	
(5,500 SF; 50 x 110)		508	
AL45 (4,950 SF; 45 x 110)		350	
AL40 (4,400 SF; 40 x 110)		566	
AL35 (3,200 SF; 35 x 110)		294	
SINGLE-FAMILY ATTACHED (SFA)			
ALTH (2,500 ; 25 x 110)	10.04	95	~ 9.50
RESIDENTIAL HIGH DENSITY (RHD)			
MF MULTI-FAMILY	15.04	360	~ 23.90
TOTAL ESTIMATED RESIDENTIAL UNITS	340.51	2,278	~ 6.69
COMMERCIAL/RETAIL			
CENTRAL COMMERCIAL DISTRICT (CCD)			22.49 ac.
MEDIUM COMMERCIAL DISTRICT (MCD)			16.44 ac.
TOTAL COMMERCIAL/RETAIL			38.93 ac.
PUBLIC & INSTITUTIONAL			
SCHOOL			39.55 ac.
REGIONAL SANITARY LIFT STATION			1.75 ac.
PUBLIC SERVICE LOT [1]			3.76 ac.
WATER TOWER			2.16 ac.
TOTAL PUBLIC / INSTITUTIONAL			47.23 ac.
PARKS / OPEN SPACE			
PARKS/OPEN SPACE			31.95 ac.
ADDITIONAL GREENSPACE [2]			35.44 ac.
TOTAL PARKS / OPENSAPCE			67.39 ac.

1) APPROX LOCATION; SUBJECT TO CHANGE

2) APPROX AREA OF GREENSPACE ANTICIPATED WITH IN ZONED AREAS

1) APPROX LOCATION: SUBJECT TO CHANGE
2) APPROX AREA OF GREENSPACE ANTICIPATED WITH IN ZONED AREAS



VICINITY MAP
NOT TO SCALE

NOT FOR CONSTRUCTION
THIS PLAN HAS BEEN PREPARED FOR GENERAL DISCUSSION
ONLY AND IS BASED UPON LIMITED DUE DILIGENCE.

SEAWILLOW DEVELOPMENT PLAN EXHIBIT B - CONCEPT PLAN CALDWELL COUNTY, TEXAS March 2025

ATTACHMENT #3

BUILDING AREA SCHEDULE			
NAME	LEVEL	AREA	
New Construction			
CSG-01_Concrete Slab on Grade			
(AREA)	LEVEL ONE	99,303 SF	
		99,303 SF	
CSS-01_Concrete Slab on Steel Deck & Framing			
(AREA)	PLATFORM	3,051 SF	
(AREA)	LEVEL TWO	40,568 SF	
		43,619 SF	
Wood Strip Athletic Flooring - 2 1/2" (Dance)			
(AREA)	LEVEL ONE	1,504 SF	
		1,504 SF	
Wood Strip Athletic Flooring - 2 5/8" (Gym)			
(AREA)	LEVEL ONE	19,278 SF	
		19,278 SF	
New Construction		163,704 SF	
TOTAL SQUARE FOOTAGE		163,704 SF	

LEGEND

ADMIN

DINING

ATHLETICS

LIBRARY

ACADEMICS

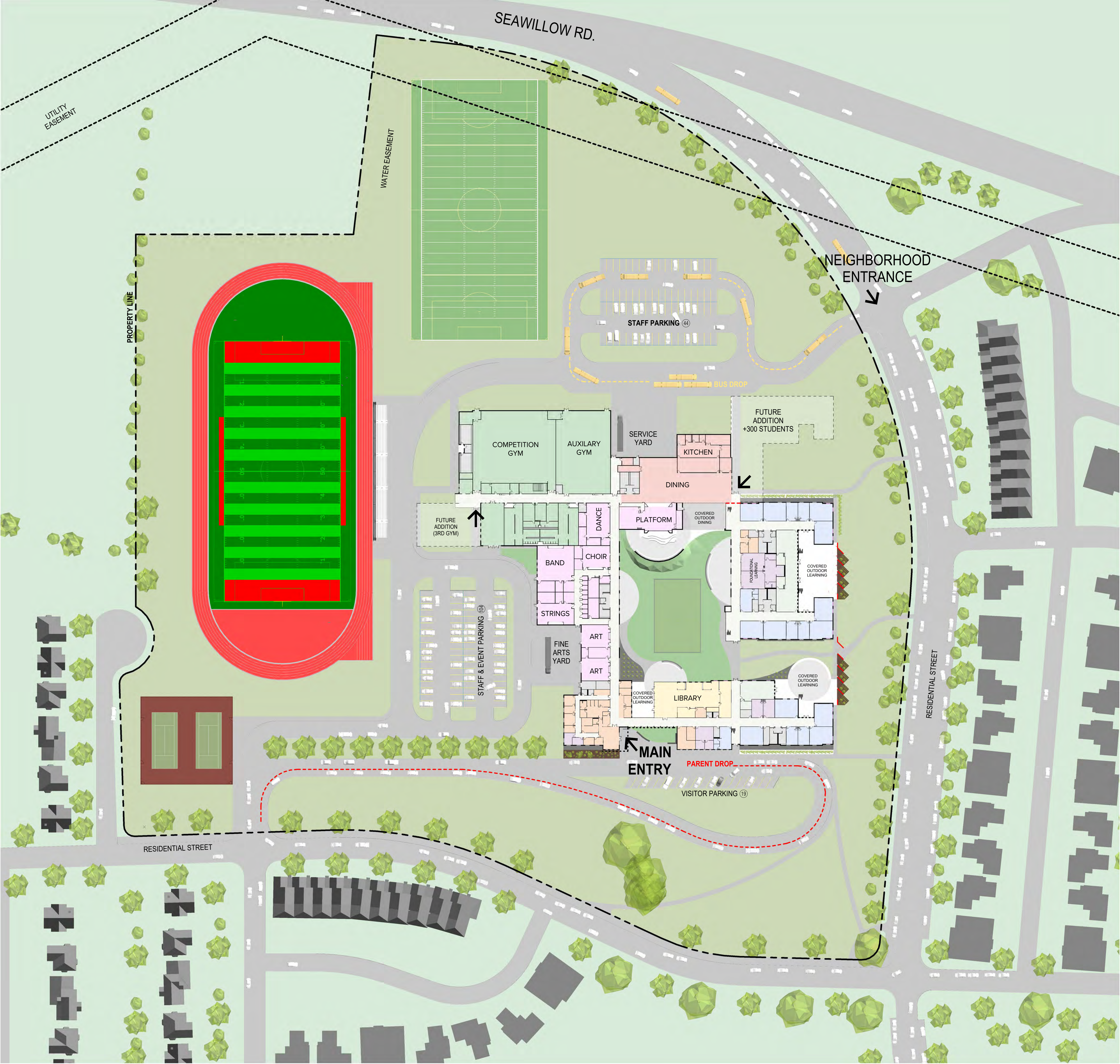
SCIENCE

FINE ARTS

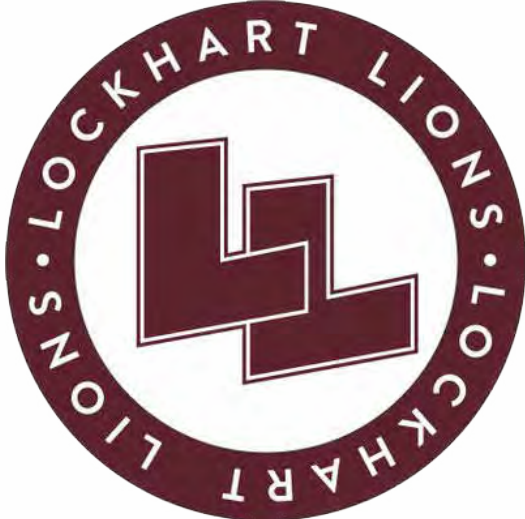
SPED

CTE

OUTDOOR LEARNING



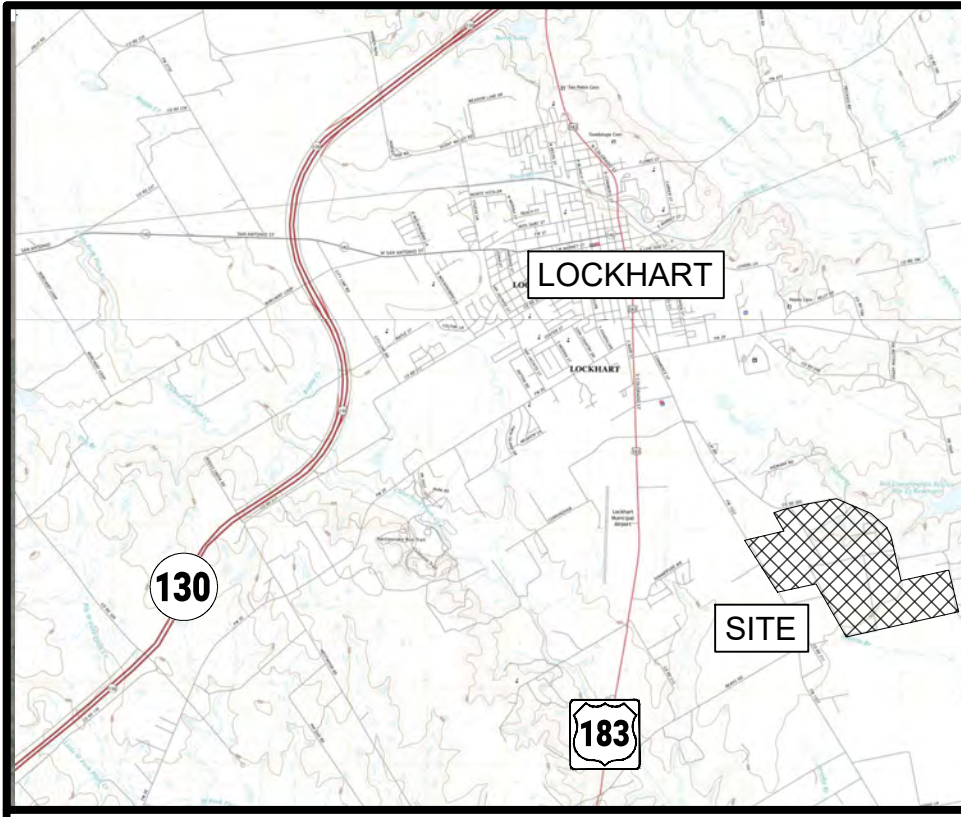
1 SITE PLAN
SCALE: 1" = 60'-0"



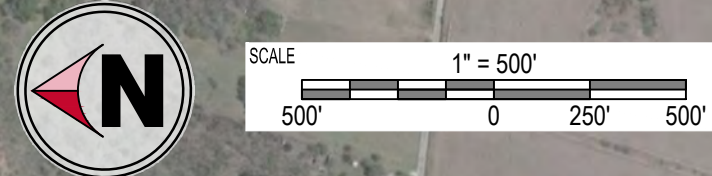
LOCKHART ISD
MIDDLE SCHOOL No.2
LOCKHART, TEXAS

ATTACHMENT #4

ATTACHMENT #5



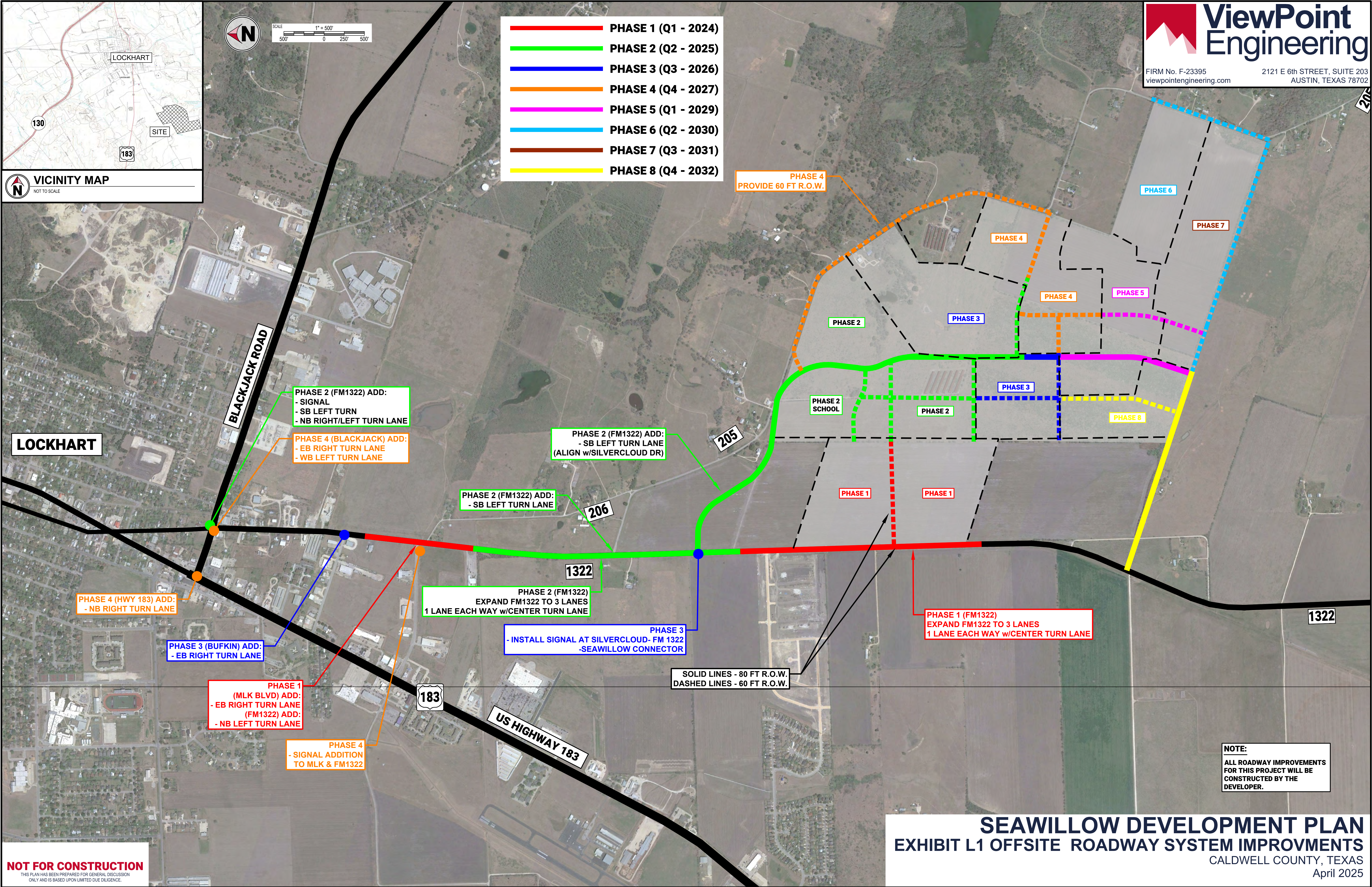
VICINITY MAP
NOT TO SCALE



- PHASE 1 (Q1 - 2024)
- PHASE 2 (Q2 - 2025)
- PHASE 3 (Q3 - 2026)
- PHASE 4 (Q4 - 2027)
- PHASE 5 (Q1 - 2029)
- PHASE 6 (Q2 - 2030)
- PHASE 7 (Q3 - 2031)
- PHASE 8 (Q4 - 2032)

FIRM No. F-23395
viewpointengineering.com

2121 E 6th STREET, SUITE 203
AUSTIN, TEXAS 78702



NOT FOR CONSTRUCTION
THIS PLAN HAS BEEN PREPARED FOR GENERAL DISCUSSION
ONLY AND IS BASED UPON LIMITED DUE DILIGENCE.

SEAWILLOW DEVELOPMENT PLAN

EXHIBIT L1 OFFSITE ROADWAY SYSTEM IMPROVMENTS

CALDWELL COUNTY, TEXAS
April 2025

**SEAWILLOW RANCH
DEVELOPMENT AND PUBLIC IMPROVEMENT AGREEMENT**

BETWEEN

RODG DT SEAWILLOW PROPCO LLC,
a Texas limited liability company,

AND

THE CITY OF LOCKHART, TEXAS

Dated: June 18, 2024

SEAWILLOW RANCH DEVELOPMENT AGREEMENT

This Seawillow Ranch Development Agreement (this “Agreement”) is executed between **RODG DT Seawillow PropCo LLC**, a Texas limited liability company and the **City of Lockhart, Texas** (the “City”) to be effective on the Effective Date (as defined below).

RECITALS

WHEREAS, certain terms used in these recitals are defined in Article I; and

WHEREAS, Developer and the City are sometimes individually referred to as a “Party” and collectively as the “Parties”; and

WHEREAS, Developers are Texas limited liability companies; and

WHEREAS, the City is a home-rule municipality of the state of Texas located within Caldwell County (the “County”); and

WHEREAS, Developer is the owner of approximately 88 acres currently located within the City limits (the “In-City Property”) and described in Exhibit A1 and depicted in Exhibit A2 and Developer has contracted to purchase from David Acevedo, Eduardo Acevedo, Virginia K. Villarreal, and Margarita Britt (collectively, “Owner”) approximately 498.778 acres of real property (the “Owner Property”) which property is described in Exhibit A4 and depicted in Exhibit A5, attached hereto, and is contiguous to the city limits and is primarily located within the City’s extraterritorial jurisdiction, except for a portion of such property depicted in Exhibit A3 consisting of approximately 32.3 acres, located outside of the ETJ (such portion, the “Outside Property”); and

WHEREAS, as authorized by state law, Developer intends to petition, or cause the Owner to petition, the City to include the Owner Property, within the City’s ETJ, so that all such Owner Property can be annexed into the city limits and will be eligible for inclusion in a subsequent PID and/or TIRZ; and

WHEREAS, the Developer intends to close on the acquisition of the Owner Property (and including the Outside Property) prior to the levy of PID Assessments as set forth in this Agreement; and

WHEREAS, it is the parties intention to include In-City Property within the boundaries of any subsequently created PID or TIRZ, but such In-City Property is referenced herein only for PID and TIRZ purposes and shall not be subject to any land use requirements set out herein and applicable to the Owner Property (including the Outside Property); and

WHEREAS, the Parties intend for this Agreement to take effect on the Effective Date; and

WHEREAS, the Developer plans to develop the Owner Property as a mixed-use development consisting of residential uses and commercial uses, as set out in Exhibit B, the “Concept Plan”,

upon the execution of this Agreement and subsequent issuance of PID Bonds for the payment of certain costs for the construction and/or acquisition of certain public improvements and certain other associated costs to benefit the Project, and for the repayment to Developer for certain costs advanced for the construction and acquisition of certain public improvements to benefit the Project as set forth in this Agreement and as determined by future PID related agreements; and

WHEREAS, in consideration of the Developer's agreements contained herein to accomplish the high-quality development of the Owner Property envisioned by the Parties and to provide financing for the Authorized Improvements, the City intends to consider creation of a PID in accordance with Chapter 372 of the Texas Local Government Code, as amended (the "PID Act"), and to consider creation of a TIRZ in accordance with Chapter 311 of the Texas Tax Code, as amended (the "TIRZ Act"), for the In-side City Property and the Owner Property proposed to be developed; and

WHEREAS, water, sewer, drainage, roadway, and other public infrastructure is not currently sufficient to serve the Parties' intended full development of the Owner Property; and

WHEREAS, the Developer desires and intends to design, construct and install public improvements to serve the development of the Owner Property and the In-City Property (collectively the "Project") which Project Boundaries are described in Exhibit A6 and depicted in Exhibit A7. Public improvements that are constructed that are eligible for PID reimbursement are considered ("Authorized Improvements"), which Authorized Improvements are generally identified in Exhibit C and are intended by the Developer to be the same as those described in the Service and Assessment Plan; and

WHEREAS, the Developer intends for the design, construction and installation of the Authorized Improvements to occur in phases and to dedicate such Authorized Improvements to the City for use and maintenance (with a few exceptions set out herein), subject to approval of the plans and inspection of the Authorized Improvements in accordance with this Agreement and the City Regulations, as hereinafter defined, and contingent upon the partial or total financing of such Authorized Improvements; and

WHEREAS, the Developer estimates that the cost of the Authorized Improvements excluding any estimated PID Bond issuance or other costs will be One Hundred Fifty Million Dollars (\$150,000,000.00) and is the proposed maximum amount that Developer will seek to finance and will seek for reimbursement; and

WHEREAS, the City recognizes the positive impact that the Authorized Improvements and the Development will bring to the City, and that the Authorized Improvements will promote state and local economic development; stimulate business and commercial activity in the municipality; promote the development and diversification of the economy of the state; promote development and expansion of commerce in the state; and promote the elimination of unemployment or underemployment in the state; and

WHEREAS, in consideration of the Developer's agreements contained herein, the City shall consider adoption of a PID to provide financing arrangements that will enable the Developer to do

the following in accordance with the procedures and requirements of the PID Act to fund a specified portion of the costs of the Authorized Improvements using the proceeds of PID Bonds.

WHEREAS, the City, subject to the consent and approval of the City Council, and in accordance with the PID Act, to: (i) consider and act upon the creation of a PID encompassing the Owner Property and the In-City Property, in accordance with the PID Act; (ii) consider adoption of a Service and Assessment Plan; (iii) consider adoption of an Assessment Ordinance (to pay for a specified portion of the Budgeted Cost of the Authorized Improvements which are estimated to encompass the costs described in Exhibit C and the costs associated with the administration of the PID and issuance of the PID Bonds; and (iv) consider issuance of PID Bonds up to One Hundred Fifty Million Dollars (\$150,000,000.00) in the principal amount of PID Bonds for the purpose of financing a specified portion of the costs of the Authorized Improvements and paying associated costs as authorized by the PID Act; and

WHEREAS, prior to, or in conjunction with Bond closing: (i) the City Council shall have approved and adopted the PID Resolution, a Service and Assessment Plan, and an Assessment Ordinance (collectively, the “PID Documents”); (ii) the City shall have reviewed and approved the Home Buyer Disclosure Program in substantially the same form as attached as Exhibit F hereto, which form may be updated from time to time to address legislative changes; (iii) owners of the Property constituting all of the acreage in the PID shall have executed a Landowner Agreement in substantially the same form as attached as Exhibit G hereto; and (iv) the Developer shall have delivered a fully executed copy of the Landowner Agreement(s) to the City; and

WHEREAS, prior to the authorization of the first PID Bond issue, the Parties intend that the City Council consider approval of a TIRZ Ordinance and to create a TIRZ to be coterminous with the boundaries of the PID; and

WHEREAS, the Developer proposes that the Authorized Improvements and certain other Public Improvements are also improvements that qualify as projects under the TIRZ Act; and

WHEREAS, prior to, or in connection with, the sale of the first PID Bond issue, and in consideration of the Developer’s agreements contained herein, the Parties shall have agreed to the final form of the following documents, which will provide for a credit to PID assessments for a specified portion of TIRZ eligible costs: (i) the TIRZ Project Finance plan; (ii) an ordinance creating the TIRZ; and (iii) an ordinance approving the final TIRZ Project and Finance Plan required by the TIRZ Act; and

WHEREAS, in consideration of the Developer’s agreements contained herein, the City intends to consider creation of a TIRZ and to adopt, approve, and execute the TIRZ Documents to dedicate up to twenty eight and one half percent (28.5%) of the City’s collected *ad valorem* tax increment based on the City’s tax rate in effect on the date of the establishment of the TIRZ for a period of up to forty (40) years, or until the last series of PID Bonds for which an Assessment has been levied has matured or is no longer outstanding, whichever comes first, to off-set or pay a portion of any Assessments levied on the Property securing PID Bonds for each phase of Development for the costs of Authorized Improvements and Public Improvements that qualify as projects under the TIRZ Act in accordance with the TIRZ Project and Finance Plan and Service and Assessment Plan (“SAP”); and

WHEREAS, all of the City’s Administrative Expenses associated with the PID will be funded by the annual levy of Assessments on the Property within the PID in accordance with the PID Act and the SAP, and the City will not be responsible for payment of such costs; and

WHEREAS, all of the City’s Administrative Expenses associated with the TIRZ will be paid in accordance with the TIRZ Act and the TIRZ Project and Finance Plan, and the City will not be responsible for payment of such costs; and

WHEREAS, the Parties intend that the Owner Property be developed as a mixed-use development, consisting of residential uses and commercial uses including open space, and other public and private amenities that will benefit and serve the present and future citizens of the City, including the creation of substantial future tax base for the City; and

WHEREAS, the Owner Property shall be developed pursuant to current ordinances of the City, except as same may be modified by or are in conflict with this Agreement, the concept plan (“Concept Plan”), which Concept Plan is attached hereto as **Exhibit B**, and the development standards (“Development Standards”), which Development Standards are attached hereto as **Exhibit E**; and

WHEREAS, the Parties intend for the City Council and Planning and Zoning Commission to consider zoning the Owner Property as a new Planned Development District consistent with the Concept Plan, the Development Standards, and the other applicable provisions of this Agreement; and

WHEREAS, the Parties intend that the retail water and sewer service to the Property will be provided by the City; and

WHEREAS, the Parties agree that this Agreement constitutes a “permit” within the meaning of Chapter 245, Texas Local Government Code; and

NOW THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement, and for other good and valuable consideration the receipt and adequacy of which are acknowledged and agreed by the Parties, the Parties agree as follows:

ARTICLE I **DEFINITIONS**

Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

Administrative Expenses shall include, without limitation, expenses incurred by the City in the establishment, administration, and operation of the PID or the TIRZ, as applicable, including, but not limited to, the costs of (i) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, (ii) creating and organizing the PID and TIRZ and preparing the Assessment Rolls, (iii) computing, levying, collecting and transmitting the Assessments or the installments thereof, (iv) maintaining the record of installments, payments and reallocations and/or cancellations of the Assessments, (v) investing or depositing the Assessments

or other monies, (vi) complying with the PID and TIRZ Acts, and (vii) administering the construction of the Authorized Improvements.

Agreement means this Seawillow Ranch Development Agreement.

Assessment means a special assessment levied by the City within the PID pursuant to Chapter 372, Texas Local Government Code, pursuant to an Assessment Ordinance, to pay for a specific portion of the Budgeted Cost, which shall be Authorized Improvement Costs.

Assessment Fund(s) means the interest-bearing assessment fund account(s) created by the City for a PID to which the Assessment revenues will be deposited once collected.

Assessment Ordinance means an ordinance adopted by the City Council which levies Assessments on the Property within the PID in accordance with the PID Act to pay for a specified portion of the costs of certain Authorized Improvements and interest thereon set forth in the Service and Assessment Plan as well as the costs associated with the issuance of the PID Bonds that provide a special benefit to the Property.

Assessment Roll(s) means the Assessment Roll(s) attached to the Service and Assessment Plan or any other Assessment Roll in an amendment or supplement to the Service and Assessment Plan or in an annual update to the Service and Assessment Plan, showing the total amount of the Assessment against each parcel assessed under the Service and Assessment Plan related to the Authorized Improvements.

Authorized Improvements means the portion of on-site and off-site public improvements, constructed or funded by the Developer, as described in the SAPs (including any amendments or supplements), as estimated in **Exhibit C**, and as authorized by Section 372.003 of the PID Act.

Authorized Improvement Costs means the actual costs of design, engineering, construction, acquisition, and inspection costs of the Authorized Improvements, and all costs related in any manner to the Authorized Improvements.

Bond Indenture means a trust indenture by and between the issuer of PID Bonds and a trustee bank under which PID Bonds are issued and funds disbursed.

Bond Ordinance means an ordinance adopted by the City Council that authorizes and approves the issuance and sale of PID Bonds.

Budgeted Cost means, with respect to any given Authorized Improvement, the estimated cost of such improvement as set forth in **Exhibit C**.

Certification for Payment Form means a certificate which shall be submitted to the City no more frequently than monthly for work completed on any of the Authorized Improvements, in substantially the same form as **Exhibit H** attached hereto.

City means the City of Lockhart, Texas, a home-rule municipality located in Caldwell County, Texas.

City Code means the Code of Ordinances, City of Lockhart, Texas.

City Council means the City Council of the City.

City Manager means the current or acting City Manager of the City, or a person designated to act on behalf of that individual if the designation is in writing and signed by the current or acting City Manager.

City Regulations mean City Code provisions, ordinances, design standards, uniform and international building and construction codes, and regulations duly adopted by the City which may be amended from time to time and including a planned development district zoning ordinance and the Development Standards attached hereto as **Exhibit E** and subject to the provisions of **Section 13.1 and 13.2**.

Community Contribution Fee means the fee paid by Developer to City pursuant to Sections 7.1 and 7.7 of this Agreement.

Construction Cost means the costs actually paid for by Developer or caused to be paid by Developer for on-site and off-site Authorized Improvements and other Public Improvements related to engineering, design, permitting, construction, inspection, testing, and third-party property/easement acquisitions; however, the cost of third-party property/easement acquisitions shall be limited to the fair-market value of any property/easement acquired, plus any damages to the remainder, all as determined by an appraiser licensed by Texas Appraiser Licensing and Certification Board selected by the City, and Eminent Domain Fees, if any.

Cost Overruns shall have the meaning set forth in Section 9.2 hereof.

Cost Underruns means actual Authorized Improvement Costs that are less than the Budgeted Costs set forth in the SAP.

Development and Absorption Phasing Plan means the estimated phasing plan and LUE absorption schedule per phase for the Owner Property, as shown on **Exhibit D** attached hereto.

Developer means RODG DT Seawillow PropCo LLC, a Texas limited liability company and its successors, assigns, and affiliates responsible for developing the Project and causing the Owner Property to be developed in accordance with this Agreement.

Developer Cash Contribution means that portion of the Budgeted Cost that the Developer is contributing to initially fund the Authorized Improvements.

Developer Continuing Disclosure Agreement means any continuing disclosure agreement of the Developer executed contemporaneously with the issuance and sale of PID Bonds.

Developer Improvement Account means the construction fund account created under the Bond Indenture, funded by the Developer, and used to pay for portions of the acquisition, design, and construction of the Authorized Improvements.

Effective Date means the date upon which the last of all of the Parties has approved and duly executed this Agreement.

End Buyer means any Developer, developer, homebuilder, tenant, user, or owner of a Fully Developed and Improved Lot.

Existing City Facilities means the existing water and wastewater plants, water lines, wastewater lines, or roadways available to serve the Project on the Effective Date.

Force Majeure means any act that (i) materially and adversely affects the affected Party's ability to perform the relevant obligations under this Agreement or delays such affected Party's ability to do so, (ii) is beyond the reasonable control of the affected Party, (iii) is not due to the affected Party's fault or negligence and (iv) could not be avoided, by the Party who suffers it, by the exercise of commercially reasonable efforts. "Force Majeure" shall include: (a) natural phenomena, such as storms, floods, lightning and earthquakes; (b) wars, civil disturbances, revolts, insurrections, terrorism, sabotage and threats of sabotage or terrorism; (c) transportation disasters, whether by ocean, rail, land or air; (d) strikes or other labor disputes that are not due to the breach of any labor agreement by the affected Party; (e) fires; (f) epidemics or pandemics; and (g) actions or omissions of a governmental authority (including the actions of the City in its capacity as a governmental authority) that were not voluntarily induced or promoted by the affected Party, or brought about by the breach of its obligations under this Agreement or any applicable law or failure to comply with City Regulations; provided, however, that under no circumstances shall Force Majeure include any of the following events: (a) changes in market condition; (b) any strike or labor dispute involving the employees of the Developer or any affiliate of the Developer, other than industry or nationwide strikes or labor disputes; or (c) the occurrence of any manpower, material or equipment shortages. The events listed in (a) through (c) that are beyond the reasonable control of the Developer shall be included as Force Majeure. If the Developer claims an economic hardship, the City will make a determination if such economic hardship is a Force Majeure event.

Fully Developed and Improved Lot means any lot in the Project, regardless of proposed use, intended to be served by the Authorized Improvements, and/or other public improvements, and for which a final plat has been approved by the City and recorded in the Real Property Records of Caldwell County, Texas.

Home Buyer Disclosure Program means the disclosure program, administered by the PID Administrator as set forth in **Exhibit F** that establishes a mechanism to disclose to each End Buyer the terms and conditions under which their lot is burdened by the PID; such form to be updated from time to time as required by state law.

Impact Fees mean all water, wastewater, and road impact fees approved by the City on the Effective Date of this Agreement, or which may be approved by City after the Effective Date of this Agreement and in each case assessed, imposed and/or collected by the City in accordance with the PID Act and City Regulations adopted by the City or hereinafter adopted.

In-City Property means the real property owned by Developer, described in **Exhibit A1** and depicted in **Exhibit A2**, attached hereto, and currently located within the city limits.

Landowner Agreement means an agreement by and between the City and a Landowner consenting to the form and terms of the PID Documents in a form substantially similar to **Exhibit G** attached hereto.

LUE means a living unit equivalent which has an average daily flow of 200 gallons per day for water, and 200 gallons per day for wastewater.

Major Improvements means the Authorized Improvements which will benefit the Owner Property and the In-City Property within the PID and are described in the Service and Assessment Plan.

Notice means any notice required or contemplated by this Agreement (or otherwise given in connection with this Agreement).

Off-site means those Authorized or Public Improvements that may be required to be constructed for the benefit of the Project and are constructed outside of the boundaries of the Owner or In-City Property.

On-site means those Authorized or Public Improvements constructed within the boundaries of the In-City or Owner Property.

Owner Property means the property located outside of the current city limits and described in **Exhibit A4** and depicted in **Exhibit A5**.

Outside Property means the portion of the Owner Property currently located outside of the City's ETJ and which is depicted in **Exhibit A3**.

Parcel means any parcel of land located within a PID or TIRZ identified by either a tax map identification number assigned by the Caldwell County Appraisal District for real property tax purposes or by lot and block number in a final subdivision plat recorded in the Real Property Records of Caldwell County.

PID means a public improvement district to be consider for creation by the City for the benefit of the In-City Property and Owner Property pursuant to Chapter 372, Texas Local Government Code, to be known as the Seawillow Ranch Public Improvement District.

PID Act means Chapter 372, Texas Local Government Code, as amended.

PID Administrator means a company, entity, employee, or designee of the City, who is experienced in public improvement districts and assessment administration and who shall have the responsibilities provided in the Service and Assessment Plan or any other agreement or document approved by the City related to the duties and responsibilities for the administration of the PID.

PID Bonds means special assessment revenue bonds issued by the City through the PID.

PID Bond Proceeds means the funds generated from the sale of the PID Bonds.

PID Resolution means the resolution adopted by the Council creating a PID pursuant to Section 372.010 of the PID Act and approving the advisability of the Authorized Improvements.

Project Boundaries means the boundaries of the PID and TIRZ as described in **Exhibit A5** and depicted in **Exhibit A6** and including the Owner Property and the In-City Property.

Project means construction of Authorized Improvements and public improvements, described in **Exhibit C** attached hereto, in accordance with an approved PID and any applicable TIRZ and the development of the Owner Property in accordance with the PID, TIRZ Finance Plan and this Agreement.

Project Fund(s) means the interest-bearing construction fund account(s) as set forth in the applicable Bond Indenture.

Public Improvements means public improvements as described in the City Regulations that Developer is required to construct for the Project, which are not eligible for reimbursement through the PID pursuant to the PID Act.

Real Property Records of Caldwell County means the official land recordings of the Caldwell County Clerk's Office.

Roadway Improvements means the right of way dedication, design and construction of street, road and alley improvements and facilities as described in **Exhibit L, Exhibit L1 and Ex E**, to be constructed to and within the Project and as of the date of this Agreement is sufficient to provide adequate ingress/egress within the Owner Property as determined by a Traffic Impact Study ("TIA").

Service and Assessment Plan or SAP means a PID Service and Assessment Plan adopted by the City Council, as may be updated, supplemented, and amended annually, if needed, by the City Council pursuant to the PID Act for the purpose of assessing allocated costs against property located within the boundaries of the PID having terms, provisions and findings approved by the City, as required by this Agreement.

TIRZ means a Tax Increment Reinvestment Zone created by the City encompassing the Owner and In-City Property, subject to the consent and approval of the City Council, pursuant to the TIRZ Act.

TIRZ Act means Chapter 311, Texas Tax Code, as amended.

TIRZ Board means the board of directors of the TIRZ that will be established in accordance with the TIRZ Act.

TIRZ Fund(s) means the fund(s) set up by the City in order to receive the TIRZ funds in accordance with this Agreement and the TIRZ Documents.

TIRZ Documents means the TIRZ Project and Finance Plan, and the TIRZ Ordinance, as may be amended.

TIRZ Ordinance means a City ordinance creating the TIRZ pursuant to the TIRZ Act, and any subsequent ordinances effectuating amendments thereto.

TIRZ Project and Finance Plan means the project and finance plan for the TIRZ approved in accordance with the TIRZ Act.

TIRZ Projects means those projects, including the Authorized Improvements, as estimated in **Exhibit C**, to be undertaken by the PID as well as the TIRZ.

Wastewater Service Improvements means the sanitary sewer line, lift station and other facilities described in **Exhibit K**, attached hereto, and necessary to be constructed to and within the Project and is sufficient to provide 2786 LUEs of wastewater service to the Project.

Water Service Improvements means the water transmission and distribution lines and facilities as described in **Exhibit K** to be constructed to and within the Project and is sufficient to provide 2786 LUEs of potable water service to the Project.

Water Storage Tank means the one million (1,000,000) gallon water storage tank to be constructed by the City at the Developer's cost, as described in Section 7, on the Water Storage Tank Site in accordance with the specifications agreed to in writing by Developer and the City.

Water Storage Tank Site means an approximately 1.0 acre parcel to be transferred by Developer to the City and upon which the Water Storage Tank will be constructed.

ARTICLE II **SEAWILLOW RANCH DEVELOPMENT**

2.1 **Scope of Agreement.** This Agreement contemplates a plan for construction of Authorized Improvements within the In-City Property sufficient to provide a maximum 414 LUEs of water and wastewater service and roadway improvements to provide adequate and sufficient ingress and egress to and from the In-City Property (Phase 1), a plan for development of the Owner Property (Phase 2 through Phase 8) in accordance with the City Regulations, except as same may be modified by this Agreement, over time, which when fully developed, will require a maximum of 2,372 LUEs for water service and a maximum of 2,372 LUEs for wastewater service, a water storage tank and roadway improvement to provide adequate and sufficient ingress and egress to and from the Owner Property together with future actions by the parties, that if approved, will establish provisions for the apportionment, levying, and collection of Assessments on the Owner Property and the In-City Property within the PID, the construction of the Authorized Improvements, and other public improvements, reimbursement, acquisition, ownership and maintenance of the Authorized Improvements and other Public Improvements, the issuance of PID Bonds for the financing of the Authorized Improvements benefitting the In-City Property and the Owner Property within the PID, the creation of the TIRZ for the In-City and Owner Property and the use of TIRZ funds. Notwithstanding anything to the contrary, the In-City Property is not subject to the Concept Plan or **Exhibit E** and shall not be subject to the land use requirements or permitting procedures contractually provided by this Agreement. Development of the In-City Property shall be subject to full compliance with the City Code, unless variances are obtained as provided by the City Code. Likewise, zoning, platting and other permitting activities on the In-City Property shall be in accordance with the City Code. The In-City Property is referenced herein solely for the

purpose of including it within the PID and the TIRZ and to acknowledge that certain Authorized Improvements within the In-City Property will be funded by the PID/TIRZ.

2.2 Development Overview – Seawillow Ranch Development. The Developer will undertake or cause the undertaking of the design, development, construction, maintenance, management, use and operation of the Owner Property, including the Authorized Improvements and any other Public Improvements. The land use development within the Owner Property will consist of seven (7) phases of development, beginning with Phase 2 and ending with Phase 8 and shall have the following elements, in substantial conformance with the Concept Plan, attached hereto as **Exhibit B**, and in accordance with the Development Standards set out in **Exhibit E**, attached hereto.

(a) single family detached residential homes: maximum of 1,823 LUEs located on 35' lots (max units 294), 40' lots (max units 566), 45' lots (max units 350), 50' lots (max units 508), 60' x 110' lots (max units 70), and 70 x 110' lots (max units 35) and approximately 347.2 acres as depicted on the Concept Plan;

(b) single family attached residential: maximum of 67 LUEs (max 95 units) located on 25 foot x 110 foot lots and approximately 9.45 acres;

(c) Multifamily residential units: maximum 180 LUEs (380 units total) and approximately 15 acres;

(d) School uses: maximum 107 LUEs and approximately 41 acres;

(e) Commercial/Retail uses: maximum of 195 LUEs and approximately 39 acres;

(f) Parks, open space and amenity areas of approximately 67.39 acres; and

(g) City sites (water tank and public safety site) total approximately 4.95 acres.

Each lot type/use is limited to the maximum units and maximum LUEs described herein and in the chart depicted in **Exhibit B**, attached hereto. Any change to same will require an amendment to this Agreement and **Exhibit B**, **Exhibit E**, or a PD amendment, as applicable. Notwithstanding the maximum units authorized, LUE maximums shall govern over maximum units.

2.3 Dedication of Public and Authorized Improvements. Upon completion, inspection and acceptance by the City, the City shall own all of the Authorized Improvements or other public improvements dedicated to the City as described in this Agreement; subject to certain maintenance responsibilities of a POA/HOA, for a portion of the Authorized Improvements related to storm water detention ponds and related facilities and other matters as set out in Section 4 and Section 6.1.

ARTICLE III

PUBLIC IMPROVEMENT DISTRICT

3.1 Creation and Levy of Assessments. A petition to create the Seawillow Ranch Public Improvement District has been submitted, or will be submitted, to the City supported by such additional documentation as the City may require. The City shall initiate and consider for approval all necessary documents and ordinances required under the PID Act, to create the PID, to levy the Assessments on property within the PID, and to prepare and consider for approval the Service and Assessment Plan providing for the levy of the Assessments on the property within the PID. Promptly following preparation and approval of a preliminary Service and Assessment Plan for the PID acceptable to the Developer and the City and subject to City Council making findings that the Authorized Improvements confer a special benefit on the property within the PID, the City Council shall consider an Assessment Ordinance. The Developer shall develop the Property consistent with the terms of this Agreement and any approved PID.

3.2 Acceptance of Assessments and Recordation of Covenants Running with the Land. Concurrently with the levy of the Assessment, the Landowners shall approve and accept in writing the levy of the Assessment(s) on all land owned by the Landowners and shall approve and accept in writing the Home Buyer Disclosure Program in substantially the same form as attached as **Exhibit F** hereto and shall cause to be recorded against the Property covenants running with the land that will bind the Developer any and all owners of the Property to: (i) pay the Assessments, with applicable interest and penalties thereon, as and when due and payable hereunder and that the purchasers of such land take their title subject to and expressly assume the terms and provisions of such Assessments and the liens created thereby; and (ii) comply with the Home Buyer Disclosure Program. Land owned by the City within the PID shall not be subject to PID assessments.

ARTICLE IV

AUTHORIZED IMPROVEMENTS AND PUBLIC IMPROVEMENTS

4.1 Authorized Improvements and Public Improvements. The Budgeted Costs, including Authorized Improvements and Public Improvements, are subject to change and shall be updated consistent with the Service and Assessment Plan, the PID Act, the TIRZ Project and Finance Plan, and the TIRZ Act, the Authorized Improvements and Public Improvements shall be identified and included on each approved site plan and/or final plat(s) for the Project as each final plat/site plan for each phase of the Owner Property is approved by the City. The Developer may be required to provide an updated **Exhibit B** with each final plat application, or site plan application as applicable to the Owner Property, consistent with the PID requirements and this Agreement. Upon approval by the City Council of an updated **Exhibit B**, this Agreement shall be deemed amended to include such approved updated **Exhibit B**. The Budgeted Costs and/or Authorized Improvement Costs and the timetable for installation of the Authorized Improvements and Public Improvements will be reviewed in accordance with the PID/TIRZ requirements and in accordance with the City Regulations.

4.2 Construction, Ownership, and Transfer of Authorized Improvements and Public Improvements.

(a) Construction Plans. The Developer shall prepare, or cause to be prepared, plans and specifications for each of the Authorized Improvements and Public Improvements and have them submitted to the City for approval in accordance with the City Regulations.

(b) Contract Award. The contracts for construction of Authorized Improvements and Public Improvements shall be let in the name of the Developer for all on-site Authorized Improvements/Public Improvements, unless the Parties mutually agree otherwise, and the offsite Authorized Improvements/Public Improvements will be let by the City if constructed by the City and funded in part by the Developer according to the Developer's pro rata responsibility in the improvement or as otherwise required by this Agreement. The Developer's engineers shall prepare, or cause the preparation of, and provide all contract specifications and necessary related documents for on-site Authorized Improvements and Public Improvements and any off site Authorized Improvements or Public Improvements which the Parties agree that the Developer shall be responsible for constructing. For all Authorized Improvements and Public Improvements that the Developer is responsible for constructing, the Developer shall reasonably attempt to provide all construction documents and shall acknowledge that the City has no obligations and liabilities thereunder and the Developer shall reasonably attempt to include a provision in the construction documents that the contractor will indemnify the City and its officers and employees against any costs or liabilities thereunder and shall name the City as an additional insured on general liability insurance in amounts as required by the Code of Ordinances, or as otherwise agreed to by the Parties. However, such indemnity by the Contractor shall not relieve Developer of its obligations to indemnify and hold the City harmless against costs and liabilities and to name the City as an additional insured in accordance with the City Regulations. The Developer shall administer the contracts the Developer is responsible for. The Budgeted Costs, which are estimated on **Exhibit C**, shall be paid from the proceeds of PID Bonds, in accordance with the Bond Indenture, reimbursed by the collected Assessments pursuant to the terms of a Reimbursement Agreement through the Certification for Payment form process where the Developer or the Developer's assignee will submit invoices for payment.

(c) Construction Standards and Inspection. The Authorized Improvements will be installed within the public right-of-way or in easements granted without cost to the City. The Authorized Improvements and Public Improvements shall be constructed and inspected in accordance with applicable state law, City Regulations and all others applicable development requirements, including those imposed by the City and any other governing body or entity with jurisdiction over the Authorized Improvements and Public Improvements.

(d) Competitive Bidding. This Agreement and construction of the Authorized Improvements and the Public Improvements, including, without limitation, the TIRZ Projects, are anticipated to be exempt from competitive bidding pursuant to Sections 252.022(a)(9) and 252.022(a)(11) of the Texas Local Government Code based upon current cost estimates. However, in the event that the actual costs for the Authorized Improvements and Public Improvements do not meet the parameters for exemption from the competitive bid requirement, then alternative delivery methods may be used by the City as allowed by law.

(e) Ownership. All of the Authorized Improvements and Public Improvements, with the exception of non-public parks or open space and HOA/POA common property and facilities, shall be owned by the City upon acceptance of them by the City using procedures established by

the City Regulations and this Agreement. Provided however, that certain facilities such as storm water management ponds and facilities may be owned by the City, if constructed with PID funds, but in such case will be maintained by the HOA/POA. Such facilities shall not be owned by the City if PID funds are not used. Developer shall cause the POA (as defined in Section 6.1(a)) and/or HOA (as defined in Section 6.1(b)) to have an on-going maintenance and operation responsibility toward such Authorized Improvements, such as trails, storm water detention ponds and related facilities and as shown on the Concept Plan, attached hereto as **Exhibit B**, through recorded covenants, conditions, restrictions and/or maintenance agreements as required by the City Regulations or this Agreement. The Developer agrees to take any action reasonably required by the City where applicable to transfer or otherwise dedicate or ensure the dedication of easements for the Authorized Improvements, as applicable, to the City and the public.

(f) Authorized Improvements and Public Improvements to be Owned by the City – Title Evidence. The Developer shall furnish to the City a preliminary title report for land with respect to the Authorized Improvements and Public Improvements, including any related rights-of-way, easements, and open spaces if any, to be acquired and accepted by the City from the Developer and not previously dedicated or otherwise conveyed to the City, for review and approval at least 30 calendar days prior to the transfer of title of an Authorized Improvement or Public Improvement to the City. The City Manager shall approve the preliminary title report unless it reveals a matter which, in the reasonable judgment of the City Manager, could materially affect the City's use and enjoyment of any part of the property or easement covered by the preliminary title report. In the event the City Manager does not approve the preliminary title report, the City shall not be obligated to accept title to the Authorized Improvement or Public Improvement until the Developer has cured such objections to title to the satisfaction of the City Manager. Any on-site Authorized Improvements or Public Improvements not accepted by the City shall be owned and maintained by the HOA/POA.

(g) Authorized Improvements and Public Improvements. If the Authorized Improvement or Public Improvement is on land owned by the City, the City hereby grants to the Developer a temporary easement to enter upon such land for purposes related to construction (and maintenance pending acquisition and acceptance) of the Authorized Improvement or Public Improvement. If the Authorized Improvement or Public Improvement is on land owned by the Developer, the Developer shall dedicate easements by plat or shall execute and deliver to the City such access and maintenance easements as the City may reasonably require in recordable form, and the Developer hereby grants to the City a permanent access and maintenance easement to enter upon such land for purposes related to inspection and maintenance of the Authorized Improvement or other Public Improvement. The grant of the permanent easement shall not relieve the Developer of any obligation to grant the City title to property and/or easements related to the Authorized Improvement or Public Improvement as required by the City Regulations or this Agreement or in the City's reasonable judgment to be granted to provide for convenient access to and routine and emergency maintenance of such Authorized Improvement or Public Improvement. The provisions for inspection and acceptance of such Authorized Improvements, or other Public Improvement, shall be in accordance with the City Regulations except as modified by this Agreement.

4.3 Operation and Maintenance of Authorized Improvements and Public Improvements.

(a) Upon inspection, approval, and acceptance of the Authorized or Public Improvements, or any portion thereof, the City shall maintain and operate the accepted Authorized or Public Improvements, except as limited by section 4.2(e) and 4.3(b).

(b) Upon inspection, approval, and acceptance of the roadway and associated storm water collection lines, Authorized Improvements or any portion thereof, the City shall maintain and operate the accepted roadway (except for TxDot right of way) and associated storm water collection lines constructed within City right of way.

(c) The Developer shall construct or cause to be constructed and the POA or HOA, as applicable, shall maintain and operate the Development entries and signage, open spaces, common areas, right-of-way irrigation systems, right-of-way landscaping, screening walls, exterior fencing and any other public improvements or appurtenances not maintained and operated by the City.

ARTICLE V

RECREATIONAL FACILITIES

5.1 Trails/Parks/Amenity Center. The Developer shall construct or cause to be constructed trails, recreational facilities, and pocket parks as depicted in the Parks Exhibit attached as **Exhibit B2** and described below:

(a) approximately 71.59 acres of land dedicated for parks and community facilities (including the School Site);

(b) Within the third phase of the development, approximately 2,500 LF of 8' concrete hike and bike trails as depicted in **Exhibit B2**;

(c) One 0.5-acre pocket park for each phase of the Development (seven) and approximately \$100,000 in improvements to each pocket park with such park improvements to be provided as set out in **Exhibit E**; provided that pocket parks will be constructed with remaining 2 elements of the Amenity Center not constructed at the Amenity Center in addition to the list of park elements described in **Exhibit E**;

(d) Within each Phase of development, a minimum of 5 parking spaces, including one handicap parking space shall be provided for each park. Such parking spaces may be provided by on-street parking for streets with 30 feet of pavement and 50 feet right of way, or greater, in width.

(e) In Phase 3 of the Development, the Developer shall construct an amenity center as such term is defined in **Exhibit E**, attached hereto, (the "Amenity Center") on a site that is not less than 2 acres, and which is constructed to include not less than \$1 million of improvements at the Amenity Center that are specifically authorized for use and enjoyment by the general public. A minimum of 14 parking spaces, including one handicap parking space, shall be provided at the Amenity Center. Such parking spaces may be provided by on-street parking on streets that are 30 feet of pavement and 50 feet of right of way, or greater. The Amenity Center will be generally located in the areas depicted as "CCD (Central Commercial District)" as depicted on **Exhibit B**, Concept Plan. The Amenity Center shall include the elements as described in **Exhibit E**.

(f) Storm water detention facilities, as depicted in **Exhibit B**, Concept Plan, shall be constructed so that such areas can provide additional recreational opportunities as described in **Exhibit E**, attached hereto.

(g) With approval of each final plat for each Phase of development within the Owner Property, Developer shall include design, engineering, and construction plans as required by the City Regulations for construction of the trails, parks and recreational facilities described in this Agreement included in the phase. Designs shall be by a Texas registered/licensed Architect and as applicable a Professional Engineer (P.E.); and

(h) The design, engineering, and construction of any trails or associated recreational facilities or parks described herein shall be ADA compliant and shall comply with all applicable City Regulations, except as modified by this Agreement, any state law requirements, and be submitted for review and permitting to the City. Provided however, that the City agrees that the construction of the pocket parks, trails and recreational facilities as described herein and in on **Exhibit B2**, when constructed in accordance this Agreement, shall fulfill any obligation Developer may have under City Regulations to construct parks or other recreational facilities on the Owner Property.

ARTICLE VI

ADDITIONAL DEVELOPER AND CITY OBLIGATIONS

6.1 Mandatory Property Owners' Association and Homeowners' Association.

(a) The Developer will create a mandatory property owners' association ("**POA**") over nonresidential portions of the Owner Property, which POA, in accordance with the City Regulations and through its covenants, conditions and restrictions filed in the Real Property Records of Caldwell County, and in its by-laws, shall be required to assure compliance with this Agreement, shall be required to remain solvent, and assess and collect from owners annual fees in an amount calculated to maintain and operate the open spaces, common areas, right-of-way irrigation systems, raised medians and other right-of-way landscaping and streetscaping, water quality ponds, detention ponds, detention areas, drainage areas, screening walls, retaining walls, parks, trails, landscaping, and any other public improvements or appurtenances not required to be dedicated to the City or be maintained and operated by the City within the Property. Common areas, including but not limited to all landscaped entrances to the Property and right-of-way landscaping and all other public improvements not maintained by the City shall be maintained solely by the POA. The POA shall be required to pay ad valorem taxes on any property owned by the POA.

(b) The Developer will create a mandatory homeowners' association ("**HOA**") over residential portions of the Owner Property, which HOA, in accordance with City Regulations and through its covenants, conditions and restrictions filed in the Real Property Records of Caldwell County or its by-laws, shall be required to assure compliance with this Agreement with regard to the portions of the Owner Property and Authorized Improvements within its jurisdiction, and be required to remain solvent and assess and collect from owners annual fees in an amount calculated to operate and maintain the open spaces, common areas, right-of-way irrigation systems, raised medians and other right-of-way landscaping and streetscaping, water quality ponds, detention

ponds, detention areas, drainage areas, screening walls, retaining walls, fencing, parks, trails, landscaping, and any other public improvements or appurtenances not required to be dedicated or maintained and operated by the City. Common areas, including but not limited to all landscaped entrances to the Project and right-of-way landscaping, and all other Public Improvements not maintained by the City shall be maintained solely by the HOA. The HOA shall be required to pay ad valorem taxes on any property owned by the HOA.

6.2 Requirements Related to Conveyance or Dedication of Land to City.

(a) The Developer shall convey by separate instrument or dedicate by plat to City all public trails and recreational facilities upon construction, inspection and acceptance of same.

(b) The Developer shall dedicate the Authorized Improvements or other applicable public improvements to the City in a phased manner by final plat and upon City acceptance as set forth in Section 4.2.

(c) All conveyances of easement rights shall be by easement agreement in the form provided or approved by the City and shall be subject only to the exceptions to title approved by the City. Developer shall provide the City with a subordination agreement, in recordable form, executed by the Lender(s) of any liens existing at the time of conveyance, in which it subordinates its lien rights to the City's rights under the easements. Prior to conveyance, Developer shall provide to the City a currently issued title commitment showing Developer to be the owner of the property that will be subject to the easement(s). Developer shall be responsible for performing or paying for surveying for the easements.

6.3 Requirements Related to Conveyance or Dedication of Land to School District and Conveyance or Dedication of Land to City for a Public Safety Site;

(a) The Developer shall convey or dedicate at the request of the school district and without cost to the school district and, upon terms mutually agreeable to the Developer and the school district, approximately 41 acres of the Owner Property (or such acreage agreed to by the Developer and the school district at the time of dedication), in a mutually agreeable location for use by the school district for school purposes (the "School Site"). If the school district does not request the dedication or conveyance of the School Site within three years of the Effective Date of this Agreement, the Developer shall convey the land constituting the School Site to the City for use for public purposes, provided that such public purposes may not include use of such land for water treatment or wastewater treatment purposes. Such dedication of land shall qualify as a community facility per City of Lockhart Code of Ordinances Chapter 52, Article VI.

(b) The Developer shall convey or dedicate at the request of the City and without cost to the City and free and clear of any liens or other encumbrances approximately 3 acres of the Owner Property (or such acreage agreed to by the Developer and the City at the time of dedication), at a mutually agreeable location for use by the City for public safety or other lawful city purposes; provided that such site may not be utilized for water or sewer treatment plants (the "City Site").

6.4 Teacher or Public Safety Housing Credit Program.

Pass-Through Credit Program. The Developer shall deposit \$150,000.00 per year from 2026-2034 (each annual deposit, the “Pass-through Credit Deposit”) to a segregated account to be utilized as pass-thru credits to provide for a total of 54 home credits which will be applied at closing of home and can be used as a downpayment, towards loan costs, or applied to any closing needs (such credits, a “Pass-through Credit”). Each Pass-through Credit Deposit shall be utilized first, to provide a Pass-through Credit to teachers purchasing homes in the Project as chosen by the Superintendent of Lockhart ISD, or designee. To the extent that any annual Pass-through Credit Deposit is not utilized by the ISD to provide Pass-through Credits to teachers, the City may elect to provide Pass-through Credits for City police officers or fire fighters or other public safety related City workers.

6.5 Traffic Impact Analysis (“TIA”). TxDot has not approved of the Developer’s TIA as of the Effective Date of this Agreement, and, accordingly, Developer agrees that any TxDot requirements or terms and conditions of approval of the TIA shall be automatically included in **Exhibit L1** and become a requirement of this Agreement and Developer shall update and replace **Exhibit L1**. An updated TIA for traffic mitigation on streets not located within the Owner Property shall be performed prior to the start of construction of the Project and shall be updated in conjunction with final plat of Phase 5. At the time of an updated TIA, any construction that has been approved by the City shall be counted towards mitigation of existing trip counts and not as proposed trips that must be mitigated in such updated TIA.

Additionally, Developer shall provide an updated TIA for internal intersections within the Owner Property in conjunction with final plat approval for the applicable phase of development in order to determine potential traffic mitigation needed for the specific Phase being built. All TIAs as required herein will be conducted at the Developer’s cost.

ARTICLE VII **WATER AND WASTEWATER FACILITY IMPROVEMENTS AND SHARED COSTS** **OBLIGATIONS**

7.1 Developer’s Community Contribution Fee toward City’s Cost to Provide 2786 LUEs of Water and Wastewater Service to the Project. Developer acknowledges and agrees to pay City the Community Contribution Fees as described in this Section 7.1 to offset a portion of the financial impact to the City caused by Developer’s need for significant percentages of the existing capacity in the City’s wastewater and water plants and associated facilities.

(a) Wastewater Community Contribution Fee:

(i) Developer shall pay the City the sum of Five Million Dollars (\$5,000,000.00) to contribute to the costs of certain Off-site Authorized Improvements and as compensation to offset the Project’s consumption of existing capacity in the City wastewater treatment plant. The wastewater Community Contribution Fee shall be paid in two payments of Four Hundred Fifty Thousand Dollars (\$450,000.00) payable on or before Final Plat of Phase 2 and Four Million Five Hundred Fifty Thousand Dollars (\$4,550,000.00) payable to the City on or before approval of the Final Plat for Phase 3.

(ii) The Developer's payment toward the wastewater Community Contribution Fee shall be credited against wastewater Impact Fees owed by the Developer or future builders under current and future impact fee ordinances. The City shall provide the Developer quarterly updates regarding the amount of wastewater sewer Impact Fee credits remaining. If Developer seeks to have wastewater Impact Fee credits applied to Developer and not subsequent builders, or other third parties who would otherwise be entitled to such credit pursuant to state law, Developer must clearly delineate its authority to receive wastewater Impact Fee credits in subsequent agreements with its builders or other third parties. If Developer intends to transfer wastewater Impact Fee credits to a builder or third party the amount of the credit being transferred shall be clearly delineated in any agreement with its builders or other third parties. Developer shall provide City evidence of same prior to approval of each final plat. Once the credit toward impact fees is exhausted, Impact Fees shall be paid as provided in Section 14.5. Any impact fee credits not utilized within 20 years shall automatically expire.

(b) Water Community Contribution Fee:

(i) Developer shall pay the City for the estimated cost of design and construction of a one million (1,000,000) gallon elevated water storage tank as compensation to offset the Project's consumption of existing capacity in the City water treatment plant and as is necessary for adequate and sufficient water service to the Project. The estimated cost of design and construction of the Water Storage Tank is Six Million Three Hundred Eighty-Three Thousand Dollars (\$6,383,000.00). Such amount shall be capped, and Developer will owe no further sums to City for the design and construction of the Water Storage Tank, regardless of the actual costs.

(ii) The Water Community Contribution Fee shall be paid in two payments with the first payment being Six Hundred Thousand Dollars (\$600,000.00) payable to City on or before Final Plat approval of Phase 2, with the second payment of Five Million Seven Hundred Eight Three Thousand Dollars (\$5,783,000.00) being due on or before Final Plat approval of Phase 3, such payment being the remaining balance of the actual cost to design and construct the water storage tank.

7.2 LUEs for Water and Sanitary Sewer Service for the Project.

(a) Water Service. Notwithstanding anything to the contrary in this Agreement, the City agrees to provide a maximum of 2786 LUEs to the Project (2372 LUE maximum associated with Owner Property and Phases 2-8) in increments as described below which the Developer agrees is sufficient to provide adequate and continuous water service to the entire Project and each phase of the Project.

(b) Subject to the conditions described in this subsection, the City agrees to provide 2786 LUEs of water service at full build out of the Project and in each Phase to provide the number of LUEs described in the Development and Absorption Phasing Plan, as described in **Exhibit D**, attached hereto, for Phase 1 through Phase 8. The Parties acknowledge that the City's CCNs for water and wastewater services do not currently encompass the Project Boundaries and Aqua currently holds the CCN for water service for the Project. The Parties intend for the City to be the retail water and wastewater service provider to the Project. The Developer and Owners hereby consent to inclusion of the Owner and In-City Property into the City's water and wastewater CCNs

and support and agree that the Aqua water CCN should be replaced with the City's water CCN. Developer agrees to support and cooperate with City's effort to contract with Aqua and to seek regulatory approval of the City's CCN expansion to include the Project Boundaries. Developer agrees to pay Aqua for any costs (estimated to be \$12,000.00 per acre) Aqua may impose on the City for release of its CCN in favor to the City's CCN for water service and to reimburse the City's actual costs related to legal and engineering fees to obtain approval of the PUC to expand the Water and Wastewater CCN to the Project. Extension of the City CCNs for water and sewer service is a condition precedent to the City's obligation to provide water and sewer services to the Project. If the City is unable to reach an agreement with Aqua whereby Aqua contractually agrees to release its water CCN covering the Project Boundaries, prior to 5:00pm on December 31, 2024, or in the event that PUC does not approve of the City's request to extend its water CCN to the Project on or before 5:00pm December 31, 2025, this Agreement will terminate, unless prior to the expiration date the parties agree to extend the deadlines. Likewise, in the event that Aqua agrees to accept payment for release of the CCN over a period of years, Developer shall be responsible for making such payments and failure to make the payments shall be a material default of this Agreement. In such case, the City may withhold building permits to the Owner Property until past due amounts owed to Aqua are made by the Developer. Payments due Aqua shall be paid by Developer to the City a minimum of 30 days prior to each Aqua payment date, unless Aqua agrees to accept Developer's payment in lieu of the City.

(c) Sanitary Sewer Service. Notwithstanding anything to the contrary in this Agreement, the City agrees to provide a maximum of 2786 LUEs to the Project in increments as described below which the Developer agrees is sufficient to provide adequate and continuous sanitary sewer service to the entire Project. Subject to the conditions described below, the City agrees to provide 2786 LUEs of sanitary sewer service at full build out of the Project and in each Phase to provide the number of LUEs described in the Development and Absorption Phasing Plan, described in **Exhibit D**, attached hereto, for Phase 1 through Phase 8.

(d) Off-site Sewer Line Expansion. The Developer shall contribute a payment of 15% of cost to design and construct expansion and replacement of 13,700 LF of the 21" sewer line depicted in **Exhibit K** in accordance with final plat of Phase 5 and pursuant to terms and conditions contained in an agreement in form and substance similar to **Exhibit M** (the "Developer Pro-Rata Sewer Line Deposit"). The estimate of the design and construction cost to Developer is One Million Five Hundred Sixty-Seven Thousand Six Hundred Twenty Dollars (\$1,567,620.00).

7.3 Water Storage Tank and Site. Developer, without cost to the City, shall provide City with a Water Storage Tank tract of land of sufficient size and composed of suitable acreage to accommodate location, construction and operation of the Water Storage Tank with a minimum capacity of one million (1,000,000) gallons. TCEQ requirements associated with set-back requirements and non-development restrictions shall be calculated, and if necessary, the Water Storage Tank Site shall be enlarged such that all set back, or requirements can be accommodated within the Water Storage Tank Site without the need to impose easements or restrictions on adjoining property. The City shall be responsible for design and construction of the Water Storage Tank. To the extent that the City elects to increase the capacity of the Water Storage Tank beyond 1,000,000 gallons, the City shall be responsible for the increased costs of the increased capacity of the Water Storage Tank; provided that, if the increase in capacity is requested by the Developer, Developer shall be responsible for the costs associated with such increase in capacity.

7.4 Groundwater Wells. The Parties acknowledge that the Project's need for water LUEs after development may require the City to acquire and construct new or expanded treated water facilities. As an alternative to developing surface water, the Parties agree that development of new groundwater sources is a less expensive alternative than surface water. The amount of property within the Project creates an opportunity to develop ground water wells within the Project to supplement the City water supply and will greatly enhance the City's ability to continue to provide low-cost water service to the customers and future residents of the Project. In furtherance of this goal the Developer agrees to provide the City with access easements to mutually acceptable sites within the Development which can be explored for possible well production suitability and to authorize the City to construct test wells if hydrological studies determine that further study is warranted. If test wells demonstrate that there is sufficient flow to support a well, the Developer agrees to provide permanent easements to the City to construct a maximum of three (3) producing groundwater wells; provided that the location of any such wells and any required land dedications therefor shall be acceptable to the Developer and shall not be required in any manner that would alter the Concept Plan or reduce the number of square feet of commercial development or alter the lot mix without the express consent of the Developer. Developer acknowledges that the Plum Creek Groundwater Conservation District regulates ground water in the County and any well constructed would be permitted by the Groundwater District and operated in accordance with their regulations. The City shall be responsible for obtaining any necessary permits, obtaining the groundwater studies, and constructing any groundwater wells or facilities at its sole cost and expense. Because of the spacing requirements associated with development of groundwater wells, the Developer would not be able to develop their own groundwater wells on the Property so long as the City has operating wells located on the Property. Developer agrees to waive and convey any rights to produce groundwater on the Property solely in accordance with the limitations set forth in this section and in future mutual agreements relating to the same. The Parties agree to negotiate in good faith toward a future agreement which details the concepts set out in this Section.

7.5 Failure of Property to Develop as Projected.

Based upon the Developer's Absorption Schedule as described in Exhibit D, attached hereto, the City has agreed to guarantee 2786 LUEs of water service and 2786 LUEs of sanitary sewer service for use by Developer beginning with Phase 1 and thereafter through full build out at Phase 8 (or such phase that constitutes the last phase of development). Notwithstanding anything to the contrary in this Agreement, the deadline for the timing of the City's construction and service obligations for Phase I and all future Phases for water and wastewater service shall be extended in the event that (a) the City has been delayed in the performance of one or more obligations under this Agreement by the Developer or its successors, assigns, contractors, agents or representatives, or (b) in the event of a delay or default by Developer of any payment or conveyance required by this Agreement if such payment or conveyance is related to the City's service or construction obligations; or (c) in the event of a delay or default by Developer regarding construction of any Authorized Improvement required by this Agreement, to the extent that this Agreement, the City Code, or a construction permit contains a deadline for the construction of such Authorized Improvement by the Developer or (d) in the event that Developer or other applicable Developer fails to convey such property, easements, or rights of way as are required by this Agreement.

7.6 City Contributions for Oversizing. Developer shall not be required to construct or fund any Public Improvements so that it is oversized to provide a benefit to land outside the Project ("Oversized Public Improvements") unless, by the commencement of construction, the City has

made arrangements to fund the City's portion of the costs of construction attributable to the oversizing requested by the City from sources other than PID Assessments, PID Bonds, and the TIRZ Fund. In the event Developer constructs or causes the construction of any Oversized Public Improvements at the request of the City, the City shall be solely responsible for all costs attributable to oversized portions of the Oversized Public Improvements and the PID and the TIRZ shall not be utilized for financing the portion of costs associated with the oversizing of the Authorized Improvement or the Public Improvements.

7.7 Off-Site Authorized Improvements. The Off-site Authorized Improvements shown on **Exhibit J**, Water System Improvements, **Exhibit K**, Wastewater System Improvements and **Exhibit L1**, Roadway Improvements, attached hereto shall be constructed and funded as shown below:

Infrastructure Item	Construction Responsibility	Cost Responsibility
Exhibit J - Water		
Elevated storage tank	City	Developer contributes \$ 6.383 million as described in Section 7.1(b);
Phase 1 Collector to water tank	Developer	Developer (PID funded/Developer dollars)
Phase 1 Extend 12" watermain on FM1322	Developer	Developer (PID funded/Developer dollars)
Exhibit K - Wastewater		
Treatment Plant Expansion	City	Developer contributes \$5 million as described in Section 7.1(a); remaining costs are City expense
Upsizing of 21" existing Gravity Sewer Interceptor	City	City to upsize with City funds provided that Developer will contribute 15% of the overall cost of such interceptor as described in Section 7.2(d)
Phase 1 Connect Force main to Gravity Sewer	Developer	Developer (PID funded/Developer dollars)
Phase 1 Sanitary Force main	Developer	Developer (PID funded/Developer dollars)
Phase 2 Gravity Sewer	Developer	Developer (PID funded/Developer dollars)
Phase 1 12" Gravity Sewer	Developer	Developer (PID funded/Developer dollars)
Phase 1 Regional Lift Station	Developer	Developer (PID funded/Developer dollars)
Exhibit L1 – Off-site Roadway		
All items	Developer	Developer (PID funded/Developer dollars)

ARTICLE VIII

PID BONDS

8.1 PID Bonds.

(a) The City shall consider issuing PID Bonds, in one or more series, solely for the purposes of financing the costs of the Authorized Improvements and related costs and paying issuance costs and the cost of funding all reserves, accounts, and funds required by the applicable Bond Ordinance (including a capitalized interest account, a debt service reserve fund, and the Project Fund). The Developer has determined and hereby agrees that the maximum aggregate principal amount of PID Bonds will be one hundred fifty million (\$150,000,000). The City staff will, from time to time, submit to the City Council agenda items to approve the issuance of PID Bonds by the City (in one issue or in a series of issues over the years as set out in any PID approved by the City) in an amount up to, but not to exceed, the maximum aggregate principal PID Bond amount of one hundred fifty million (\$150,000,000). Notwithstanding the foregoing, the City's obligation to approve the issuance of PID Bonds is at the sole discretion of the City and is subject to the City's review and confirmation that the Assessments are reasonable relative to the market as determined by the City Council.

(b) As provided in the City's PID Policy, the issuance of PID Bonds is subject to the following conditions:

(i) a minimum value to lien ratio of at least 3:1 based on the anticipated final lots values as provided in a third-party appraisal for PID Bonds issued for the construction of Major Improvements and phased PID Bonds for phases beginning after Phase I;

(ii) a minimum value to lien ratio of at least 2:1 based on the anticipated final lots values as provided in a third-party appraisal for PID Bonds issued for the construction of Authorized Improvements benefitting only Phase I of the Development, which may include a pro-rata portion of the Major Improvements benefitting such phase;

(iii) a maximum tax rate equivalent of the Assessments for parcels within the PID, after the TIRZ credit is applied, shall be no greater than 1.25 per \$100 assessed value (which maximum total tax rate equivalent shall be measured based on the estimated build out value of the applicable parcel) (the "Maximum Effective PID Tax Rate"); and

(iv) a maximum maturity of 35 years for any PID Bonds.

8.2 Non-Bank Qualified Debt.

(a) In any calendar year in which PID Bonds are issued, the Developer agrees to pay the City additional costs occurring solely from the difference in interest cost ("Additional Costs") the City may incur in the issuance of City obligations (the "City Obligations") as described in this Section if the City Obligations are deemed not to qualify for the designation of "qualified tax-exempt obligations" ("QTEO") as defined in section 265(b)(3) of the Internal Revenue Code of 1986, as amended, as a result of the issuance of PID Bonds by the City in any given year. The City agrees to deposit all funds for the payment of such Additional Costs received under this Section into a segregated account of the City, and such funds shall remain separate and apart from all other funds and accounts of the City until December 31 of the calendar year in which the PID Bonds are

issued, at which time the City is authorized to utilize such funds for any purpose permitted by law. Additionally, the City will provide the Developer on an annual basis no later than December 15th each year the projected amount of City Obligations to be issued in the upcoming year based on its annual budget process.

(b) In the event the City issues PID Bonds prior to the issuance of City Obligations, the City, with assistance from its Financial Advisor, shall calculate the estimated Additional Costs based on the market conditions as they exist approximately forty-five (45) days prior using independent third party public pricing information to the date of the pricing of the PID Bonds (the “Estimated Additional Costs”), the City shall provide a written invoice to the Developer, and the Developer shall have 10 days to review and provide input on the calculation to the City. The Developer shall pay such Estimated Additional Costs to the City on or before the earlier of (i) ten (10) business days after the date of the City’s invoice or (ii) fifteen (15) business days prior to pricing the PID Bonds. The City shall not be required to price or sell any issue of PID Bonds until the Developer has paid to the City the Estimated Additional Costs related to the PID Bonds then being issued. The Estimated Additional Costs are an estimate of the increased cost to the City to issue its City Obligations as non-QTEO. Upon the City’s approval of the City Obligations, the City’s Financial Advisor shall calculate the actual Additional Costs to the City of issuing its City Obligations as non-QTEO (the “Actual Increased Costs”). The City will, within five (5) business days of the issuance of the City Obligations, notify the Developer of the Actual Increased Costs. In the event the Actual Increased Costs are less than the Estimated Additional Costs, the City will refund to the Developer the difference between the Actual Increased Costs and the Estimated Additional Costs within ten (10) business days of the date of the City’s notice to the Developer of the Actual Increased Costs. If the Actual Increased Costs are more than the Estimated Additional Costs, the Developer will pay to the City the difference between the Actual Increased Costs and the Estimated Additional Costs within ten (10) business days of the date of the City’s notice to the Developer of the Actual Increased Costs. If the Developer does not pay the City the difference between the Actual Increased Costs and the Estimated Additional Costs within ten (10) business days of the date of the City’s notice to the Developer of the Actual Increased Costs, the Developer shall not be paid any reimbursement amounts under any Reimbursement Agreement(s) related to the PID or the Development until such payment is made in full.

(c) In the event the City issues City Obligations prior to the issuance of PID Bonds, the City’s Financial Advisor shall calculate the estimated Additional Costs based on the market conditions as they exist approximately forty-five (45) days prior to the date of the pricing using independent third party public pricing information of the City Obligations (the “Estimated Additional City Obligation Costs”), the City shall provide a written invoice to the Developer, and the Developer shall have 10 days to review and provide input on the calculation to the City. The Developer shall pay such Estimated Additional City Obligation Costs to the City at least fifteen (15) days prior to pricing the City Obligations. If the Developer has not paid the Estimated Additional City Obligation Costs to the City by the required time, the City, at its option, may elect to designate such City Obligations as QTEO, and the City shall not be required to issue any PID Bonds in such calendar year. The Estimated Additional City Obligation Costs are an estimate of the increased cost to the City to issue its City Obligations as non-QTEO. Upon the City’s approval of the City Obligations, the City’s Financial Advisor shall calculate the actual Additional Costs to the City of issuing its City Obligations as non-QTEO (the “Actual Increased City Obligation Costs”). The City will, within five (5) business days of the issuance of the City Obligations, notify the Developer of the Actual Increased

City Obligation Costs. In the event the Actual Increased City Obligation Costs are less than the Estimated Additional City Obligation Costs, the City will refund to the Developer the difference between the Actual Increased City Obligation Costs and the Estimated Additional City Obligation Costs within ten (10) business days of the date of the City's notice to the Developer of the Actual Increased City Obligation Costs. If the Actual Increased City Obligation Costs are more than the Estimated Additional City Obligation Costs, the Developer will pay to the City the difference between the Actual Increased City Obligation Costs and the Estimated Additional City Obligation Costs within ten (10) business days of the date of the City's notice to the Developer of the Actual Increased City Obligation Costs. If the Developer does not pay the City the difference between the Actual Increased City Obligation Costs and the Estimated Additional City Obligation Costs within ten (10) business days of the date of the City's notice to the Developer of the Actual Increased City Obligation Costs, the Developer shall not be paid any reimbursement amounts under any Reimbursement Agreement(s) related to the PID or the Development until such payment is made in full.

(d) To the extent any developer(s) or the Developer(s) (including the Developer, as applicable) has (have) paid Additional Costs for any particular calendar year, any such Additional Costs paid subsequently by a developer or Developer(s) (including the Developer, as applicable) to the City applicable to the same calendar year shall be reimbursed by the City to the developer(s) or Developer(s) (including the Developer, as applicable) as necessary so as to put all developers and the Developer so paying for the same calendar year in the proportion set forth in subsection (e), below, said reimbursement to be made by the City within ten (10) business days after its receipt of such subsequent payments of such Additional Costs.

(e) The City shall charge Additional Costs attributable to any other developer or the Developer on whose behalf the City has issued debt in the same manner as described in this Section 4.05, and the Developer shall only be liable for its portion of the Additional Costs under this provision, and if any Additional Costs in excess of the Developer's portion had already been paid to the City under this provision, then such excess of Additional Costs shall be reimbursed to the Developer. The portion owed by the Developer shall be determined by dividing the total bond proceeds from any debt issued on behalf of the Developer in such calendar year by the total bond proceeds from any debt issued by the City on behalf of the Developer and all other developers in the applicable year.

ARTICLE IX

PAYMENT OF AUTHORIZED IMPROVEMENTS

9.1 Improvement Account of the Project Fund. On the date of issuance of any PID Bonds, the City shall establish the Improvement Account of the Project Fund in accordance with the applicable Bond Indenture. Any Improvement Account of the Project Fund shall be maintained as provided in the Bond Indenture and shall not be commingled with any other funds of the City. Any Improvement Account of the Project Fund shall be administered and controlled (including signatory authority) by the City, or the trustee bank for the PID Bonds, and funds in the Improvement Account of the Project Fund shall be deposited and disbursed in accordance with the terms of the Bond Indenture. In the event of any conflict between the terms of this Agreement and the terms of the Bond Indenture relative to deposit and/or disbursement, the terms of the Bond Indenture shall control.

9.2 Cost Overrun. In advance of the Developer letting a contract for the Authorized Improvements, the City shall confirm that the cost for construction of such Authorized Improvements is generally consistent with the Budgeted Costs provided on Exhibit C, as amended from time to time pursuant to this Agreement. If the total cost of an Authorized Improvements (or segment or section thereof) exceeds the Budgeted Cost for such Authorized Improvement (or segment or section thereof) (a “Cost Overrun”), the Developer shall be solely responsible for the remainder of the Authorized Improvements Costs (or segment or section thereof), except as provided for in Section 8.3 below.

9.3 Cost Underrun. If, upon the completion of construction of an Authorized Improvement (or segment or section thereof) and payment or reimbursement for such Authorized Improvement, there are Cost Underruns, any remaining Budgeted Cost(s) may be available to pay Cost Overruns on any other Authorized Improvement with the approval of the City Manager and provided that all Authorized Improvements as set forth in the Service and Assessment Plan are undertaken at least in part. The elimination of a category of Authorized Improvements in the Service and Assessment Plan will require an amendment to the SAP. Prior to completion of all of the Authorized Improvements within an improvement category, as listed in the applicable SAP and the applicable PID phase, ten percent (10%) of funds available from an improvement category may be used as Cost Underruns and applied to another improvement category. If, upon completion of the Authorized Improvements in any improvement category, there are funds remaining in any improvement categories, those funds can then be used to reimburse the Developer for any qualifying costs of the Authorized Improvements that have not been previously paid.

9.4 Remainder of Funds in the Improvement Account of the Project Fund. If funds remain in the Improvement Account of the Project Fund created under the Bond Indenture after the completion of all Authorized Improvements and the payment of all Authorized Improvement Costs as provided for in the Bond Indenture, then such funds thereafter shall be the exclusive property of the City and shall be used by the City as provided for in the Service and Assessment Plan, the Bond Indenture, or any other applicable use to the Property as provided by law.

9.5 Payment Process for Authorized Improvements.

(a) The City shall authorize reimbursement of the Authorized Improvement Costs from PID Bond proceeds. The Developer shall submit a Certification for Payment Form to the City (no more frequently than monthly) for Authorized Improvement Costs including a completed segment, section or portion of an Authorized Improvement, as approved by the City. The Certification for Payment Form is set forth in Exhibit H, as may be modified by the Indenture or a Reimbursement Agreement, if applicable. The City shall review the sufficiency of each Certification for Payment Form (each, a “Payment Certificate”) with respect to compliance with this Agreement, compliance with City Regulations, and compliance with the SAP. The City shall review each Payment Certificate within fifteen (15) business days of receipt thereof and upon approval, certify the Payment Certificate pursuant to the provisions of the Indenture or Reimbursement Agreement, if applicable, and payment shall be made to the Developer or its designee pursuant to the terms of the Indenture or Reimbursement Agreement, if applicable, provided that funds are available under the Indenture or Reimbursement Agreement. If a Payment Certificate is approved only in part, the City shall specify the extent to which the Payment Certificate is approved and payment for such partially approved Payment Certificate shall be made

to the Developer pursuant to the terms of the Indenture or Reimbursement Agreement, as applicable, provided that funds are available under the Indenture or Reimbursement Agreement.

(b) If the City requires additional documentation, timely disapproves or questions the correctness or authenticity of the Payment Certificate, the City shall deliver a detailed notice to the Developer within ten (10) business days of receipt thereof, then payment with respect to disputed portion(s) of the Payment Certificate shall not be made until the Developer and the City have jointly settled such dispute or additional information has been provided to the City's reasonable satisfaction.

(c) Except as modified with respect to Cost Underruns and Cost Overruns as provided in Section 9.2 and 9.3, the City shall reimburse the lesser of: (i) the Budgeted Costs as set forth in **Exhibit C** and the SAP and (ii) the Authorized Improvement Costs, from funds available pursuant to the Indenture.

(d) Reimbursement to the Developer and the City for Administrative Expenses relating to the creation of each PID, the levy of Assessments and issuance of PID Bonds may be distributed at closing of the PID Bonds pursuant to a Closing Disbursement Request, in the form attached as **Exhibit I**.

ARTICLE X

TIRZ

10.1 **Tax Increment Reinvestment Zone**. Prior to the issuance of the first series of PID Bonds, the City, subject to the consent and approval of the City Council, will consider creation of a TIRZ coterminous with the boundary lines of the PID as described in this Section. Developer has requested that the TIRZ provide tax increment revenue generated from the TIRZ as follows: (i) twenty eight and one half percent (28.5%) of the ad valorem tax increment generated by the TIRZ for a period of up forty (40) years, or until the last series of PID Bonds for which an Assessment has been levied has matured or is no longer outstanding, whichever comes first,, which will be collected by the City in accordance with the TIRZ Project and Finance Plan. The Developer shall pursue, and the City shall use its best efforts to support, participation by Caldwell County in the TIRZ up to 27.5% of its applicable tax rate. The City shall consider execution of any necessary documents to effectuate Caldwell County's participation in the TIRZ to the extent Caldwell County agrees to participate.

10.2 **TIRZ Fund**. In accordance with the TIRZ Project and Finance Plan, the tax increment obtained from the TIRZ shall be placed into a separate TIRZ Fund. The monies in the TIRZ Fund shall be distributed in accordance with the TIRZ Project and Finance Plan in the following order of priority: (i) first, to pay the administrative expenses for the TIRZ and (ii) second, to offset or pay the PID Assessments levied on the Property securing PID Bonds for each phase of the Development for the costs of Authorized Improvements as provided in the Service and Assessment Plan in the amount necessary to achieve the Maximum Effective PID Tax Rate.

ARTICLE XI

[RESERVED]

ARTICLE XII **ANNEXATION**

12.1 Consolidation of ETJ with Outside Property. The Parties acknowledge and agree that in order for the entirety of the Owner Property to be included within the City's ETJ for purposes of creation of the PID, the Outside Property must be brought into and located within the City's ETJ prior to creation of the PID. Therefore, Developer agrees to provide City with a petition to extend the existing ETJ to include the Outside Property into the City's ETJ. If not previously submitted, Developer shall cause such petition to be submitted by applicable owners to the City on or before the expiration of 10 days from the Effective Date of this Agreement. Developer shall be responsible for the cost of surveying the Outside Property and including the surveyed property description and map thereof with the ETJ Petition. The Petition shall be considered by the City within 30 days from the date of the receipt of the Petition.

12.2 Annexation. This Agreement constitutes the consent of Developer (and Owners, if Developer has not yet purchased the Owner Property) to the City's full purpose annexation of the Owner Property, subject to the conditions set forth in this Agreement. Developer agrees to submit, or cause the Owners to submit, one or more petitions for voluntary annexation of the Owner Property into the City in compliance with Chapter 43 of the Texas Local Government Code, as amended, which first annexation petition shall be submitted to the City within thirty days from the date that City receives approval from the PUC for expansion of the City's CCN for the In-City and Owner Property, or within 30 days from City's request that Developer submit its annexation petition, whichever event occurs first. In the event, that the entirety of the Owner Property cannot be annexed in one annexation procedure, the Developer agrees to submit a second annexation petition within 10 days from the date the City approves the first annexation ordinance, to include any remaining portion of the Owner Property not previously annexed. The Developer agrees to supply any and all instruments and/or other documentation necessary for the City to annex the Owner Property into the City's corporate limits and the Parties agree that the first annexation of the Owner Property shall be completed prior to the expiration of 90 days from the date the annexation petition is submitted to the City. The second annexation will be considered by the City for approval as soon as all statutory annexation procedures can be accommodated. Pursuant to Texas Local Government Code, Chapter 43, Subchapter C-3, or other such provisions governing land as they may then exist, the City shall initiate annexation proceedings following the receipt of the petitions for voluntary annexation of the Owner Property pursuant to this Section. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's authority to annex the Owner Property herein described. Each annexation petition shall include (i) the request for annexation, (ii) a metes and bounds description and a map of the portion of the Owner Property being annexed (including any adjoining right of way to the Owner Property not already in the city limits), and (iii) an executed Annexation Services Agreement addressing city services to the Owner Property consistent with this Agreement.

ARTICLE XIII **DEVELOPMENT**

13.1 Full Compliance with City Regulations. The City and Developer acknowledge and agree that except as expressly waived, modified or abated by this Agreement all of the City's laws,

ordinances (including, without limitation, subdivision ordinances), codes, regulations, requirements, technical construction standards/manuals, and development review procedures and processes (collectively, the “City Regulations”) in effect on the Effective Date of this Agreement, or amended from time to time as authorized in Section 13.2 and applicable to the Owner Property, shall apply to any and all development activity undertaken on the Owner Property (or any portion of the Owner Property) in connection with the Owner Property.

13.2 Notwithstanding the foregoing terms of this Article XIII, the City Regulations with respect to the following shall apply to development activity on the Owner Property, or any portion of the Owner Property, as they are enacted and/or amended by the City from time to time, so long as such amendments do not prevent development from occurring on the Owner Property in accordance with the Development Standards, zoning, and as depicted on the Concept Plan attached hereto as **Exhibit B**, and provided that in the event of any conflict between the following City Regulations and this Agreement, including the Development Standards, this Agreement and the Development Standards shall control:

(a) uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization, or local amendments to those codes enacted solely to address imminent threats of destruction of property or injury to persons, for the construction of a building or structure intended for human occupancy or habitation;

(b) municipal zoning regulations that do not affect open space or park dedication, property classification, lot size, lot dimensions, lot coverage, or building size or that do not change development permitted by a restrictive covenant required by a municipality;

(c) regulations for sexually oriented businesses;

(d) fees imposed in conjunction with development permits, so long as such fees are charged in a similar manner to all similar developments within the City;

(e) regulations for utility connections;

(f) regulations to prevent imminent destruction of property or injury to persons from flooding that are effective only within a flood plain established by a federal flood control program and enacted to prevent the flooding of buildings intended for public occupancy;

(g) construction standards for public works located on public lands or easements; and

(h) regulations to prevent the imminent destruction of property or injury to persons so long as the regulations do not:

(i) affect open space or park dedication, lot size, lot dimensions, lot coverage, building size, residential or commercial density, or the timing of a Development; or

(ii) change development permitted by a restrictive covenant required by a municipality.

- (i) sign regulations;

13.3 Development in Compliance with Concept Plan and Development Standards. Development and use of the Owner Property, including, without limitation, the construction, installation, maintenance, repair, and replacement of all buildings and all other improvements and facilities of any kind whatsoever on and within the Owner Property, shall be in compliance with the Concept Plan, attached as Exhibit B, and the Development Standards attached as Exhibit E, respectively, and applicable City Regulations, except as modified by Exhibit E. The Development Standards shall be applicable within the Owner Property. To the extent that any of the Development Standards conflict with City of Lockhart Ordinances, the Development Standards shall control. All development activity undertaken on the Owner Property shall comply with this Agreement, the Concept Plan, all attachments hereto, and with all City zoning, subdivision and construction codes and requirements, except as modified by Exhibit E.

13.4 Vested Rights. This Agreement shall constitute a “permit” under Chapter 245 of the Texas Local Government Code that is deemed filed with the City on the Effective Date. The Developer does not, by entering into this Agreement, waive any rights or obligations arising under Chapter 245 of the Texas Local Government Code during the term of this Agreement. Provided however, because certain variances and waivers to the City’s Code of Ordinances are implemented by this Agreement, which variances and waivers the City would not agree to without assurances that the Development would be constructed in accordance with this Agreement, Developer acknowledges and agrees that upon expiration or termination of this Agreement, all rights under Chapter 245 with regard to the Project shall terminate.

13.5 Property Acquisition. The Parties acknowledge that the Developer may be required to acquire certain off-site property rights and interests to allow certain Authorized Improvements to be constructed to serve the Property. Developer shall use commercially reasonable efforts to obtain all third-party rights-of-way, consents, or easements, if any, needed to construct the off-site improvements. If, however, Developer is unable to obtain such third-party rights-of-way, consents, or easements within 90 days of commencing efforts to obtain the needed rights-of-way, consents, or easements, then, as a condition to requiring the Developer to construct off-site improvements, the City, in its sole discretion, may take reasonable steps to secure same through the use of the City’s power of eminent domain. If the City takes such eminent domain action, the Developer shall fund all reasonable and necessary legal proceeding/litigation costs, compensation awards by courts or negotiated amounts for the condemned property interest, attorneys’ fees, appraiser and expert witness fees, interest, court costs, mediation fees, deposition costs, copy charges, courier fees, postage and taxable court costs (collectively, “Eminent Domain Fees”) paid or incurred by the City in the exercise of its eminent domain powers that for any reason are not funded by the proceeds of PID Bonds, if PID Bonds are issued, or Assessments and shall escrow with a mutually agreed upon escrow agent the City’s reasonably estimated Eminent Domain Fees both in advance of the initiations of each eminent domain proceeding and as funds are needed by the City. If the escrow fund remains appropriately funded in accordance with this Agreement and in accordance with the City’s discretionary governmental powers, the City will use all reasonable efforts to expedite such condemnation procedures so that the Authorized Improvements can be constructed as soon as reasonably practicable. If the Eminent Domain Fees exceed the amount of funds escrowed in accordance with this paragraph, Developer shall deposit additional funds as requested by the City into the escrow account within 10 days after written Notice from the City. Any unused escrow

funds will be refunded to Developer within 30 days after any condemnation award or settlement becomes final and non-appealable. Nothing in this subsection is intended to constitute a delegation of the police powers or governmental authority of the City, and the City reserves the right, at all times, to control its proceedings in eminent domain.

To the extent Eminent Domain Fees are paid by the Developer, the Developer may seek reimbursement of any or all eligible Eminent Domain Fees from PID Bonds, or if PID Bonds are not issued, Assessments.

13.6 Zoning of the Property. Currently, the In-City Property is zoned, and the Owner Property is not zoned. The Parties agree that the Concept Plan attached hereto as **Exhibit B**, the Development Standards attached hereto as **Exhibit E**, together with the City Regulations, and the applicable provisions of this Agreement memorialize the plan for development of the Owner Property. The City shall consider zoning the Owner Property as a new PDD - Planned Development District consistent with the Concept Plan attached hereto as **Exhibit B**, the Development Standards attached hereto as **Exhibit E**, and the applicable provisions of this Agreement. Through this Agreement, the Developer expressly consents and agrees to the zoning of the Owner Property consistent with and as contemplated by this Section. The City will require the Developer to submit a formal zoning application in order to proceed with zoning the Owner Property as contemplated by this Section.

13.7 Conflicts. In the event of any conflict between this Agreement and any City Regulations, this Agreement, including any exhibit or attachment, shall control. Provided however, that in the event that the Bond Indenture contains requirements that differ from this Agreement (other than the terms specifically agreed to in this Agreement regarding the payment processes), then the Bond Indenture, shall control. In the event of a conflict between the Agreement and any exhibits to this Agreement the text of the Agreement controls over the Exhibits, except for **Exhibit E**. In the event of a conflict between the Concept Plan and the Development Standards attached as **Exhibit E**, the Development Standards shall control. Conflicts between this Agreement and the City Regulations shall occur only in accordance with rights or obligation expressly set out in this Agreement.

13.8 Concept Plan. The City's approval of the Concept Plan herein constitutes the acknowledgement that the development of the Owner Property is consistent with the City's Comprehensive Plan, as amended. Such approval does not constitute the City's agreement that any specific portion of the Development depicted within **Exhibit B** conforms to the City Regulations, as same may be modified by this Agreement. No specific development contemplated by, or indicated on, the Concept Plan may be undertaken or commenced unless and until the City has approved subsequent development permits such as site plan approval and subdivision approval in accordance with the procedures set forth in the City Regulations. Any lots depicted on the Concept Plan are conceptual and shall remain conceptual until the lots are approved by plat. The City's Subdivision Ordinance, except as expressly modified in **Exhibit E**, attached hereto, shall control the configuration, location and concentration of lots within the Owner Property and approval of the configuration, location and concentration of the lots will occur within the City's ordinary process for subdivision and plat approval, except as provided herein with respect to Minor Modifications and Major Modifications. The City shall approve plats, site plans, and other

approvals in accordance with Texas Local Government Code Section 212.009 and the City Regulations.

The Developer and the City shall work together to create a program to facilitate timely and complete application submittals by Developer and expedited review of same by the City.

Developer must submit any proposed change to the Concept Plan or **Exhibit E**, Development Standards, to the City for approval. If the change is a Minor Modification, as such term is defined in this Agreement, then approval or denial shall be given by the City Manager within ten (10) business days after the request of the Developer. If the change is not a Minor Modification, then approval of such change is considered a major modification (“**Major Modification**”). Approval of a Major Modification or a Minor Modification, if such Minor Modification is not approved by the City Manager within ten (10) business days after the Developer’s request, must be sought in accordance with the procedures, processes and provisions of the City Regulations. Any land use related changes to the Concept Plan or **Exhibit E**, Development Standards, shall require an amendment to this Agreement, if a PD Ordinance is not in effect, and a zoning amendment if the PD Ordinance is in effect, at the time of the requested change.

Any amendment approved by the City to the Concept Plan, shall be considered an amendment to this Agreement and shall replace the attached Concept Plan and become part of this Agreement. Developer is responsible for providing City updated copies of any modified or amended Concept Plan. Any subsequent development application for approval of a site plan or final plat, that differs from the terms of this Agreement if approved by the City, shall automatically amend this Agreement. The City Manager may administratively approve any amendments to the Concept Plan that the City Manager deems in his or her reasonable discretion to be minor in nature. Minor modifications shall be limited to the following (collectively “**Minor Modifications**”):

(a) adjustments of no more than 100 feet to the location or configuration of roadways, sidewalks, utilities, parking areas, buildings, landscape features, (including plants and trees) ponds and any other improvements depicted on any Concept Plan;

(b) adjustments of no more than ten percent (10%) of building square footage of any individual building to be constructed within the Owner Property, as compared to such building’s initial square footage shown on any Concept Plan or described herein; provided no such change may be administratively approved if the change would cause a Parcel within the Owner Property to exceed the limitations on impervious cover, density, height, floor area, or an increase in the number of LUEs above 2372;

(c) adjustments of no more than twenty percent (10%) of the total square footage of all landscape areas, within a Parcel, provided no such change may be administratively approved if the change would cause a Parcel within the Development, to exceed the limitations on impervious cover or LUEs in this Agreement or the Development Standards;

(d) adjustments of no more than ten percent (10%) of the number of parking spaces or square footage of parking areas as shown on any Concept Plan provided no such change may be administratively approved if the change would cause a Parcel within the Development to exceed the limitations on impervious cover, the maximum or minimum number of parking spaces

expressly stated herein, or the limitation on LUEs, specified in this Agreement or the Development Standards; and

(e) any modification approved in a plat approved by the City including but not limited to (i) changes to the lot configuration; (ii) adjustments to the number of lots in the overall Development so long as the lot being changed is from a smaller lot to a larger lot; (iii) changes to a local street alignment less than 50 feet; (iv) changes to utility or access easements less than 50 feet; (v) changes to street layouts in any phase; or (vi) adjustments that result in an increase in the amount of parkland or open space not more than five percent (5%) of the gross site acreage.

ARTICLE XIV **DEVELOPMENT PROCESS AND CHARGES**

14.1 **Development Fees.** Except as otherwise provided herein, Development of any portion of the Owner Property shall be subject to payment to the City of the applicable fees, in existence at the time an application is submitted to the City for review according to the City Regulations in effect at the time of the application, including without limitation Impact Fees (provided that certain credits to Impact Fees may be provided as described in this Agreement), tap fees, permit fees, site development fees, building permit fees, review and inspection fees and any other like charges. The fee schedule applicable to the Owner Property shall be uniformly applicable to all development within the corporate limits of the City.

14.2 **Building Codes, Fire Codes and Building Materials.** As consideration for the City's levying of Assessments that Developer has requested, the Parties agree that the City-adopted building codes and local amendments as subsequently amended, from time to time, the City-adopted fire codes and local amendments as subsequently amended from time to time, and the City's building material regulations, architectural standards and lighting standards, together with the architectural standards and building material standards as set out in **Exhibit E**, and as otherwise required in the City Regulations shall apply to the Owner Property, despite Texas Government Code Chapter 3000, effective September 1, 2019, as it presently exists or may be subsequently amended.

14.3 **Inspection Fees.** Development of the Owner Property shall be subject to the payment to the City of inspection fees (the "**Inspection Fees**"), according to the fee schedule adopted by the City Council and amended from time to time.

14.4 **Park Development and Waiver of Park Fees.** Developer agrees to construct such parks, open space, and other recreational facilities as shown on the Parks Exhibit attached hereto as **Exhibit B2** and upon construction of same, the City waives, relinquishes, and releases any right it might have under a current or future City Regulation or state law to: (1) assess, levy, or collect fees for parks, recreation, and open space facilities and purposes in connection with the development of the Owner Property; and (2) require one or more dedications of land for such purposes in lieu of assessing, levying, and collecting such fees for park recreation, and open space facilities.

14.5 **Impact Fees.** Except as otherwise provided herein, all Impact Fees associated with the Owner Property due and owing from time to time pursuant to City Regulations, shall be

assessed and paid in accordance with the requirements of Chapter 395 of the Local Government Code and the City Impact Fee Ordinance. The Developer shall be responsible for the cost of design and construction of all Authorized Improvements, to the extent such Authorized Improvements are necessitated by and attributable to the development of the Owner Property. The Developer shall be entitled to a credit against Impact Fees for on-site or off-site public improvements for eligible water, wastewater, roads and associated facilities that are not otherwise funded from PID bond proceeds and are not otherwise necessitated by and attributable to the development of the Owner Property.

14.6 INDEMNIFICATION AND HOLD HARMLESS. THE DEVELOPER AND ITS SUCCESSORS AND ASSIGNS SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICIALS, EMPLOYEES, OFFICERS, REPRESENTATIVES AND AGENTS (EACH AN "INDEMNIFIED PARTY"), FROM AND AGAINST ALL ACTIONS, DAMAGES, CLAIMS, LOSSES OR EXPENSE OF EVERY TYPE AND DESCRIPTION TO WHICH THEY MAY BE SUBJECTED OR PUT: (I) BY REASON OF, OR RESULTING FROM THE BREACH OF ANY PROVISION OF THIS AGREEMENT BY THE DEVELOPER; (II) THE NEGLIGENT DESIGN, ENGINEERING AND/OR CONSTRUCTION BY THE DEVELOPER OR ANY ARCHITECT, ENGINEER OR CONTRACTOR HIRED BY THE DEVELOPER OF ANY OF THE AUTHORIZED IMPROVEMENTS ACQUIRED FROM THE DEVELOPER HEREUNDER; (III) THE DEVELOPER'S NONPAYMENT UNDER CONTRACTS BETWEEN THE DEVELOPER AND ITS CONSULTANTS, ENGINEERS, ADVISORS, CONTRACTORS, SUB-CONTRACTORS AND SUPPLIERS IN THE PROVISION AND/OR CONSTRUCTION OF THE AUTHORIZED IMPROVEMENTS; (IV) ANY CLAIMS OF PERSONS EMPLOYED BY THE DEVELOPER OR ITS AGENTS TO CONSTRUCT THE AUTHORIZED IMPROVEMENTS; OR (V) ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO DEVELOPER'S RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES, AND/OR TRUSTEES, REGARDING OR RELATED TO THE AUTHORIZED IMPROVEMENTS OR ANY AGREEMENT OR RESPONSIBILITY REGARDING THE PUBLIC INFRA-STRUCTURE, INCLUDING CLAIMS AND CAUSES OF ACTION WHICH MAY ARISE OUT OF THE PARTIAL NEGLIGENCE OF AN INDEMNIFIED PARTY (THE "CLAIMS"). NOTWITHSTANDING THE FOREGOING, NO INDEMNIFICATION IS GIVEN HEREUNDER FOR ANY ACTION, DAMAGE, CLAIM, LOSS OR EXPENSE DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE DIRECTLY ATTRIBUTABLE TO THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF ANY INDEMNIFIED PARTY. DEVELOPER IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS, AND CITY IS REQUIRED TO REASONABLY COOPERATE AND ASSIST DEVELOPER IN PROVIDING SUCH DEFENSE.

IN ITS REASONABLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY DEVELOPER IN FULFILLING ITS OBLIGATIONS HEREUNDER TO DEFEND AND INDEMNIFY THE INDEMNIFIED PARTIES, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. THE INDEMNIFIED PARTIES RESERVE THE RIGHT TO PROVIDE A PORTION OR ALL OF THEIR/ITS OWN DEFENSE, AT THEIR/ITS SOLE COST;

HOWEVER, INDEMNIFIED PARTIES ARE UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY AN INDEMNIFIED PARTY IS NOT TO BE CONSTRUED AS A WAIVER OF DEVELOPER'S OBLIGATION TO DEFEND INDEMNIFIED PARTIES OR AS A WAIVER OF DEVELOPER'S OBLIGATION TO INDEMNIFY INDEMNIFIED PARTIES PURSUANT TO THIS AGREEMENT. DEVELOPER SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN BUSINESS DAYS OF WRITTEN NOTICE FROM AN INDEMNIFIED PARTY THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF DEVELOPER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, INDEMNIFIED PARTIES SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON THEIR OWN BEHALF, AND DEVELOPER SHALL BE JOINTLY AND SEVERALLY LIABLE FOR ALL REASONABLE COSTS INCURRED BY INDEMNIFIED PARTIES.

THIS SECTION 14.6 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

THE PARTIES AGREE AND STIPULATE THAT THIS INDEMNIFICATION COMPLIES WITH THE CONSPICUOUSNESS REQUIREMENT AND THE EXPRESS NEGLIGENCE TEST AND IS VALID AND ENFORCEABLE AGAINST THE DEVELOPER.

14.7 DEVELOPER'S ACKNOWLEDGEMENT OF THE CITY'S COMPLIANCE WITH FEDERAL AND STATE CONSTITUTIONS, STATUTES AND CASE LAW AND FEDERAL, STATE AND LOCAL ORDINANCES, RULES AND REGULATIONS/ DEVELOPER'S WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS IMPOSED BY THIS AGREEMENT.

(A) THE DEVELOPER ACKNOWLEDGES AND AGREES THAT:

(I) THE PUBLIC INFRASTRUCTURE TO BE CONSTRUCTED UNDER THIS AGREEMENT, AND THE FEES TO BE IMPOSED BY THE CITY PURSUANT TO THIS AGREEMENT, REGARDING THE PROPERTY, IN WHOLE OR IN PART, DO NOT CONSTITUTE A:

- (a) TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTION;**
- (b) VIOLATION OF THE TEXAS LOCAL GOVERNMENT CODE, AS IT EXISTS OR MAY BE AMENDED; AND/OR**
- (c) NUISANCE.**

(II) ASSUMING NO DEFAULTS UNDER THIS AGREEMENT, THE AMOUNT OF THE DEVELOPER'S FINANCIAL AND INFRASTRUCTURE CONTRIBUTION FOR THE PUBLIC INFRASTRUCTURE IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT THE DEVELOPER'S ANTICIPATED IMPROVEMENTS AND DEVELOPER'S DEVELOPMENT PLACES ON THE CITY'S INFRASTRUCTURE.

(III) ASSUMING NO DEFAULTS UNDER THIS AGREEMENT, THE DEVELOPER HEREBY AGREES AND ACKNOWLEDGES, WITHOUT WAIVING CLAIMS RELATED SOLELY TO EXACTIONS NOT CONTEMPLATED BY THIS AGREEMENT, THAT: (A) ANY PROPERTY WHICH IT CONVEYS TO THE CITY OR ACQUIRES FOR THE CITY PURSUANT TO THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE BENEFIT RECEIVED BY THE DEVELOPER FOR SUCH LAND, AND THE DEVELOPER HEREBY WAIVES ANY CLAIM THEREFOR THAT IT MAY HAVE; AND (B) ALL PREREQUISITES TO SUCH DETERMINATION OF ROUGH PROPORTIONALITY HAVE BEEN MET, AND ANY VALUE RECEIVED BY THE CITY RELATIVE TO SAID CONVEYANCE IS RELATED BOTH IN NATURE AND EXTENT TO THE IMPACT OF THE DEVELOPMENT OF THE PROPERTY ON THE CITY'S INFRASTRUCTURE. ASSUMING NO DEFAULTS UNDER THIS AGREEMENT, THE DEVELOPER FURTHER AGREES TO WAIVE AND RELEASE ALL CLAIMS IT MAY HAVE AGAINST THE CITY UNDER THIS AGREEMENT RELATED TO ANY AND ALL: (A) CLAIMS OR CAUSES OF ACTION BASED ON ILLEGAL OR EXCESSIVE EXACTIONS; AND (B) ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY THE UNITED STATES SUPREME COURT IN *DOLAN V. CITY OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY, AS WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN DEVELOPMENT CONDITIONS AND THE DEVELOPMENTED IMPACT OF THE PUBLIC INFRASTRUCTURE.

(B) SECTION 14.6 AND 14.7 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

14.8 Inspections and Permitting. The City shall have a right to inspect, as authorized or required by City Regulations, the construction of all structures, Authorized Improvements, Public Improvements and any infrastructure improvements necessary to support the proposed development within the Property, including water, sewer, drainage, streets, park facilities, electrical, and street lights and signs. The City's inspections shall not release the Developer from its responsibility to construct, or ensure the construction of, adequate Authorized Improvements/Public Improvements and infrastructure in accordance with approved engineering plans, construction plans, and other approved plans related to development of the Property. The City shall be the beneficiary of the required two-year maintenance bond the Developer shall provide for all Authorized Improvements. Except as otherwise provided in this Agreement, if the City finds that such improvements have been completed in accordance with the final plats and specifications approved by the City (or any modifications thereof approved by the City), and in accordance with all other applicable laws and City Regulations, the City shall accept the same whereupon ownership of such improvements shall be transferred to the City and be operated and maintained by the City at its sole expense other than those improvements that the HOA and/or POA are obligated to maintain as set forth in Article VI of this Agreement and other than the stormwater ponds or detention ponds located on the Owner Property which may be owned by the City but shall be maintained by the HOA/POA.

14.9 Temporary Street Closures. To the extent reasonably requested by the Developer in connection with the construction of the Authorized Improvements, the City shall grant and issue to the Developer all necessary permits to authorize temporary closures of, and shall grant and issue to the Developer all necessary permits to make cuts or other perforations in, demolish and excavate all or portions of any street, alley or other public right-of-way that is under reasonable control of the City and that is contained in whole or in part within the Property or that abuts any portion of the Property; provided however, all such actions are subject to the City's obligations to preserve and protect public health, safety, and welfare.

14.10 Joint Cooperation. During the planning, design, development and construction of the private improvements and the Authorized Improvements on the Property, the Parties agree to cooperate and coordinate with each other, and to assign appropriate, qualified personnel to this Development. The City will make reasonable efforts to accommodate urgent or emergency requests during construction. In order to facilitate a timely review process, the Developer shall cause the architect, engineer and other design professionals to attend City meetings if requested by the City.

ARTICLE XV

TERM

The term of this Agreement shall be for a period of thirty (30) years from the Effective Date (the "Term"). If allowed by law, the Parties may extend the term of this Agreement beyond the Term, if they execute an amendment in writing. Notwithstanding anything to the contrary in this Agreement, this Agreement shall terminate and shall be of no further force or effect, if (A) the Developer has not purchased the Owner Property on or before December 31, 2024, which date may be extended up to an additional sixty (60) days upon written agreement of the Parties; or (B) (i) the Developer has not petitioned the City for annexation of the Owner Property, including the Outside Property on or before December 31, 2025, or (ii) Developer has not submitted a zoning application for a PD on or before Jan 30, 2026; and/or (ii) the Developer has not submitted an petition for creation of a PID or (C) this Agreement is terminated pursuant to the provisions of Section 7.2(b).

If this Agreement is terminated in accordance with the preceding provisions or pursuant to the provisions of Section 7.2(b), through no fault of the Developer, and the Owner Property has been annexed into the City, the City shall consider disannexation of the Owner Property if the Developer or Owner petitions for disannexation. Once PID bonds are issued, disannexation shall not be applicable to the Owner Property.

ARTICLE XVI

EVENTS OF DEFAULT; REMEDIES

16.1 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given in writing (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the nature of the alleged failure, but in no event more than thirty (30) days (or any longer time period to the extent expressly stated in this Agreement as relates to a specific failure to perform) after

written notice of the alleged failure has been given except as relates to a type of default for which a different time period is expressly set forth in this Agreement). Notwithstanding the foregoing, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. Notwithstanding the foregoing, however, a Party shall be in default of its obligation to make any payment required under this Agreement if such payment is not made within twenty (20) business days after it is due.

16.2 Remedies. Except as otherwise expressly set out in this Agreement related to the right of termination, as compensation for the other party's default, an aggrieved Party is limited to seeking specific performance of the other party's obligations under this Agreement. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL ENTITLE THE AGGRIEVED PARTY TO TERMINATE THIS AGREEMENT AND PREVENT THE DEVELOPER OR THE CITY FROM RECEIVING ANY REIMBURSEMENTS OR PAYMENTS DUE AND OWED TO THE DEVELOPER OR THE CITY UNDER THIS AGREEMENT, ANY REIMBURSEMENT AGREEMENT, OR TIRZ AGREEMENT.

ARTICLE XVII

ASSIGNMENT AND ENCUMBRANCE

17.1 Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties. No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment unless the City approves the release in writing. The Developer and any Assignee have the right (from time to time) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the Developer under this Agreement to any person or entity (an "Assignee") (a) without City consent, but with Notice to the City, if (i) the Assignee is or will become an owner of any portion of the Property or (ii) the Assignee is a lienholder or an Affiliate or related entity of Developer; or (b) with the City Manager's prior written consent (which consent shall not be unreasonably withheld if the Assignee demonstrates financial ability to perform to the City Manager's reasonable satisfaction), if to any other person or entity. If the City Manager fails to provide the Developer or Assignee with a written objection to an assignment request within thirty (30) days of receiving a request pursuant to clause (b), then the assignment shall be automatically deemed approved by the City. Developer shall maintain written records of all assignments made by Developer to Assignees, including a copy of each executed assignment and, upon written request from any Party or Assignee, shall provide a copy of such records to the requesting person or entity, and this obligation shall survive the assigning Party's sale, assignment, transfer, or other conveyance of any interest in this Agreement or the Property.

Any receivables due under this Agreement, any construction funding agreement, any Reimbursement Agreement (pursuant to Section 372.023(d-1) of the Texas Local Government Code), or any TIRZ agreement may be assigned by Developer without the consent of, but upon written Notice to the City in accordance with Section 19.2 of this Agreement and as allowed. Developer may also collaterally assign the PID and or TIRZ receivables as collateral for any

development loan, and Developer may execute such documents and contracts as necessary to effectuate such loans or financings, without the consent of or notice , to the City.

17.2 Assignment by the City. The City shall not assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the City under this Agreement, without the prior written approval of Developer. Provided however, that this language does not apply to any real property interest which the City may have within the Development.

17.3 Encumbrance by Developer and Assignees. Developer and Assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of (a) their respective lenders without the consent of or notice to the City, and (b) to any person or entity with the City Manager's prior written consent (which consent shall not be unreasonably withheld, conditioned, or delayed). If the City Manager fails to provide the Developer or Assignee with a reasonable written objection to a collateral assignment request within thirty (30) days of receiving such request, then the collateral assignment shall be automatically deemed approved by the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including Notice information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time, but no more than 180 days, to do so in addition to the cure periods otherwise provided to the defaulting Party by this Agreement; and the City agrees to accept a cure, not to be unreasonably withheld, offered by the lender as if offered by the defaulting Party. A lender is not a party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor Developer through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

17.4 Encumbrance by City. The City shall not collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of its rights, title, or interest under this Agreement without Developer's prior written consent. Provided however, that this section shall not apply to any real property interests which the City may have in the Development.

17.5 Assignees as Parties. An Assignee authorized in accordance with this Agreement and for which notice of assignment has been provided in accordance with this Agreement shall be considered a "Party" for the purposes of this Agreement. Any person or entity upon becoming an owner of land or upon obtaining an ownership interest (but not including End Buyer) in any part of the Property shall have all of the obligations and rights of the Developer as set forth in this Agreement and all related documents to the extent of said ownership or ownership interest. From and after such assignment, the City agrees to look solely to the Assignee for the performance of all obligations assigned to the Assignee and agrees that Developer shall be released from

subsequently performing the assigned obligations and from any liability that results from the Assignee's failure to perform the assigned obligations.

17.6 No Third-Party Beneficiaries. Subject to Section 17.1 of this Agreement, this Agreement only inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

17.7 Notice of Assignment. Subject to Section 17.1 of this Agreement, the following requirements shall apply in the event that the Developer sells, assigns, transfers, or otherwise conveys the Property or any part thereof and/or any of its rights or benefits under this Agreement:

(a) within 30 days after the effective date of any such sale, assignment, transfer, or other conveyance, the Developer must provide written notice of same to the City;

(b) the notice must describe the extent to which any rights or benefits under this Agreement have been sold, assigned, transferred, or otherwise conveyed;

(c) the notice must state the name, mailing address, and telephone contact information of the person(s) acquiring any rights or benefits as a result of any such sale, assignment, transfer, or other conveyance; and

(d) the notice must be signed by a duly authorized person representing the Developer.

ARTICLE XVIII **RECORDATION AND ESTOPPEL CERTIFICATES**

18.1 Binding Obligations. This Agreement and all amendments hereto and assignments hereof shall be recorded in the deed records of Caldwell County. However, the Parties may mutually agree to recording a Memorandum of Agreement, in lieu of recording the entire Agreement. This Agreement binds and constitutes a covenant running with the Owner Property and the In-City Property to the extent the Agreement applies to the Owner Property or the In-City Property. This Agreement shall be binding upon the Parties and their respective successors and assigns on the Effective Date and, when recorded, or when a Memorandum of Agreement is recorded, shall be binding upon the Parties and their successors and assigns as permitted by this Agreement and upon the Property; however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any End-Buyer of a Fully Developed and Improved Lot except for land use and development regulations, including the City Regulations, that apply to such lots.

18.2 Estoppel Certificates. From time to time upon written request of the Developer or any future Developer, and upon the payment of a \$100.00 fee to the City, the City Manager, or his/her designee will, in his official capacity and to his reasonable knowledge and belief, execute a written estoppel certificate identifying any obligations of an Developer under this Agreement that are in default.

ARTICLE XIX
ADDITIONAL PROVISIONS

19.1 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the City Council of the City; and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

19.2 Notices. Any notice, submittal, payment or instrument required or permitted by this Agreement to be given or delivered to any party shall be deemed to have been received (i) if delivered via a method other than e-mail, when personally delivered or 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid or (ii) if delivered via e-mail, upon the earlier of receipt of a “delivery receipt” or on the next Business Day after being sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered. Any such notice shall be addressed as follows:

To the City:	Attn: City Manager 308 W. San Antonio Street Lockhart, Texas 78644 E-mail: slewis@lockhart-tx.org
With a copy to:	Attn: Brad Bullock Messer Fort, PLLC 4201 W. Parmer Lane, Suite C-150 Austin, Texas 78727 E-mail: Brad@txmunicipallaw.com
To the Developer:	Attn: Tom Staub 212 E. 6 th Street, Suite 203 Austin, Texas 78702 E-mail: tom@redoakvc.com
With a copy to:	Attn: Drew Slone Locke Lord LLP 2200 Ross Avenue, Suite 2800 Dallas, Texas 75201 E-mail: dslone@lockelord.com

Any party may change its address or addresses for delivery of Notice by delivering written Notice of such change of address to the other party.

19.3 Interpretation. The Parties acknowledge that each has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

19.4 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is required.

19.5 Entire Agreement.

(a) This Agreement embodies the entire Agreement between the Parties and cannot be varied or terminated except as set forth in this Agreement, or by written agreement of the City and Developer expressly amending the terms of this Agreement.

(b) Upon the Date that Developer becomes the Owner of the Owner Property, Developer shall notify City in writing within five (5) business days of the Closing that it is the owner of the Owner Property.

19.6 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

19.7 Applicable Law; Venue. This Agreement is entered into pursuant to and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Caldwell County. Exclusive venue for any action to enforce or construe this Agreement shall be in the Caldwell County District Court.

19.8 Non-Waiver. Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

19.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

19.10 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has

been duly authorized to do so. The Developer represents and warrants that this Agreement has been approved by appropriate action of the Developer, and that the individual executing this Agreement on behalf of the Developer has been duly authorized to do so. Developer certifies and represents that the Developer has full authority to execute this Agreement for the purposes herein stated without the joinder or consent of any other person or entity. Each Party respectively acknowledges and agrees that this Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.

19.11 Further Documents. The Parties agree that at any time after execution of this Agreement, they will, upon request of another Party, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request in order to effectuate the terms of this Agreement. This provision shall not be construed as limiting or otherwise hindering the legislative discretion of the City Council seated at the time that this Agreement is executed or any future City Council.

19.12 Exhibits. The following Exhibits are attached to this Agreement and are incorporated herein for all purposes:

Exhibit A1 and A2 Metes and Bounds Description and Map of the In-City Property
Exhibit A3 Map of the Outside Property
Exhibit A4 and A5 Metes and Bounds Description and Map of the Owner Property
Exhibit A6 and A7 Metes and Bounds Description and Map of the Project/PID/TIRZ
Boundaries
Exhibit B Concept Plan
Exhibit B1 Parkland Summary Table
Exhibit B2 Parks Exhibit
Exhibit C Estimated Costs of Authorized Improvements
Exhibit D Development and Absorption Phasing Plan
Exhibit E Development Standards
Exhibit F Home Buyer Disclosure Program
Exhibit G Landowner Agreement
Exhibit H Certification for Payment Form
Exhibit I Closing Disbursement Request
Exhibit J Water System Improvements
Exhibit K Wastewater System Improvements
Exhibit L Roadway System Improvements
Exhibit L1 Off-site Roadway Improvements
Exhibit M Sample Escrow and Improvement Agreement

19.13 Home Buyer Disclosures. The Developer shall comply with the Home Buyer Disclosure Program and shall record the Declaration of Covenants, Conditions and Restrictions set forth on **Exhibit II** of the Landowner Agreement attached hereto as **Exhibit I** in the real property records of Caldwell County, which notifies future developer of Property of the obligations set forth in the Home Buyer Disclosure Program.

19.14 Governmental Powers; Waivers of Immunity. By its execution of this Agreement, the City does not waive or surrender any of its respective governmental powers, immunities, or

rights except as provided in this section. The Parties acknowledge that the City waives its sovereign immunity as to suit solely for the purpose of adjudicating a claim under this Agreement. This is an agreement for the provision of goods or services to the City under Section 271.151 et seq. of the Texas Local Government Code.

19.15 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to Force Majeure, to perform its obligations under this Agreement, then the obligations affected by the Force Majeure shall be temporarily suspended. Within fifteen (15) business days after the occurrence of a Force Majeure, the Party claiming the right to temporarily suspend its performance, shall give Notice to all the Parties, including a detailed explanation of the Force Majeure and a description of the action that will be taken to remedy the Force Majeure and resume full performance at the earliest possible time.

19.16 Amendments. This Agreement cannot be modified, amended, or otherwise varied, except in writing signed by the City and Developer expressly amending the terms of this Agreement.

19.17 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

19.18 Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the Parties hereto or by any third party to create the relationship of principal and agent, or of partnership, joint venture or any association whatsoever between any one or more of the Parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the Parties hereto shall be deemed to create any relationship between the Parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

19.19 Captions. The descriptive captions of this Agreement are for convenience of reference only and shall in no way define, describe, limit, expand or affect the scope, terms, conditions, or intent of this Agreement.

19.20 Number and Gender. Whenever used herein, unless the context otherwise provides, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all other genders.

19.21 Gift to Public Servant. The Developer shall not, and shall use commercially reasonable efforts to cause its contractors and agents to not, offer, or agree to confer any benefit upon a City employee or official that the City employee or official is prohibited by law from accepting. For purposes of this section, "benefit" means anything reasonably regarded as pecuniary gain or pecuniary advantage, including benefit to any other person in whose welfare the beneficiary has a direct or substantial interest, but does not include a contribution or expenditure made and reported in accordance with law. Notwithstanding any other legal remedies, the City may require the Developer to remove any employee or contractor of the Developer from performance

responsibilities under this Agreement who has violated the restrictions of this section or any similar state or federal law.

19.22 Statutory Verifications. The Developer makes the following representations and pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the “Government Code”), in entering into this Agreement. As used in such verifications, “affiliate” means an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

a. Not a Sanctioned Company. The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

b. No Boycott of Israel. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Government Code.

c. No Discrimination Against Firearm Entities. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Government Code.

d. No Boycott of Energy Companies. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.

19.24 Form 1295. Submitted herewith is a completed Form 1295 in connection with the Developer’s participation in the execution of this Agreement generated by the Texas Ethics Commission’s (the “TEC”) electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the “Form 1295”). The City hereby confirms receipt of the Form 1295 from the Developer, and the City agrees to acknowledge such form with the TEC through its electronic filing application not

later than the 30th day after the receipt of such form. The Developer and the City understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Developer; and, neither the City nor its consultants have verified such information.

[Signatures to Follow]

Executed by the Developer and the City to be effective on the Effective Date.

ATTEST:

CITY OF LOCKHART, TEXAS

Julie Bowermon

Name: Julie Bowermon

Title: City Secretary

By: Lew White

Name: Lew White

Title: Mayor

Date: AUGUST 2, 2024

APPROVED AS TO FORM

[Signature]

City Attorney

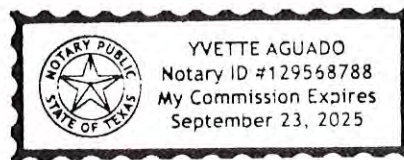
STATE OF TEXAS

§
§
§

COUNTY OF CALDWELL

This instrument was acknowledged before me on the 2 day of August, 2024 by Lew White, Mayor of the City of Lockhart, Texas, a home-rule municipality, on behalf of said home rule municipality.

[Signature]
Notary Public, State of Texas



Developer:

**RODG DT SEAWHLOW PROPCO
LLC, a Texas limited liability company**

By: _____

Name: Thomas Staub

Title: CEO

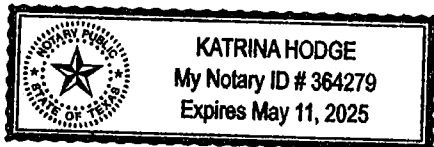
STATE OF TEXAS §
 §
COUNTY OF Caldwell §

This instrument was acknowledged before me on the 3rd day of July,
2024 by Thomas on behalf of said company listed above.

Staub

Katrina Hodge

Notary Public, State of Texas

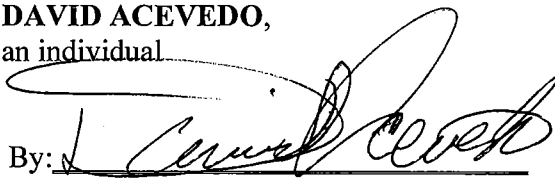


Executed by the Owners of the Owner Property to be effective on the Effective Date for the limited purpose of acknowledging consent and request of the Owners to annexation of the Owner Property into the City limits of the City of Lockhart as provided in this Agreement, to evidence consent to inclusion of the Outside Property in the City's Extraterritorial Jurisdiction (ETJ) and to agree and acknowledge consent and agreement of the Owners to City's expansion of its water and sewer CCN to cover the Owner Property.

OWNERS:

Acknowledged and Agreed:

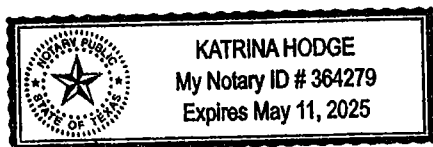
DAVID ACEVEDO,
an individual

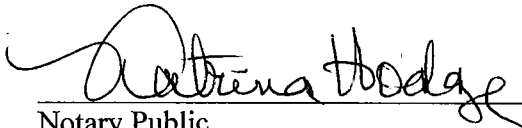
By: 

STATE OF TEXAS §
COUNTY OF Caldwell §

Before me, on this day personally appeared the foregoing individual, known to me to be the person whose name was subscribed in my presence to the foregoing instrument.

[SEAL]




Notary Public
Commission Expires: _____

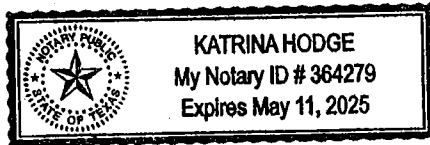
EDUARDO ACEVEDO,
an individual, a representative of the Leandro
Acevedo Estate

By: Eduardo Acevedo

STATE OF TEXAS §
COUNTY OF Caldwell §

Before me, on this day personally appeared the foregoing individual, known to me to be
the person whose name was subscribed in my presence to the foregoing instrument.

[SEAL]



Katrina Hodge
Notary Public
Commission Expires: _____

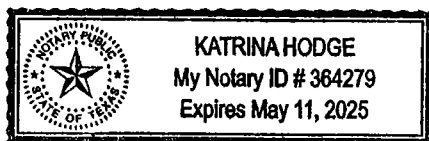
DAVID ACEVEDO,
an individual, a representative of the Leandro
Acevedo Estate

By: David Acevedo

STATE OF TEXAS §
COUNTY OF Caldwell §

Before me, on this day personally appeared the foregoing individual, known to me to be
the person whose name was subscribed in my presence to the foregoing instrument.

[SEAL]



Katrina Hodge
Notary Public
Commission Expires: _____

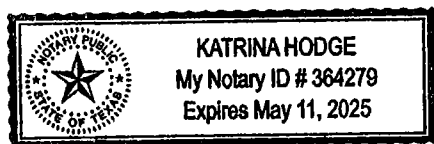
VILLARREAL ^{VK}
VIRGINIA VILLARREAL,
an individual, a representative of the Leandro
Acevedo Estate

By: Virginia Villareal

STATE OF TEXAS §
COUNTY OF Caldwell §

Before me, on this day personally appeared the foregoing individual, known to me to be
the person whose name was subscribed in my presence to the foregoing instrument.

[SEAL]



Katrina Hodge
Notary Public
Commission Expires: _____

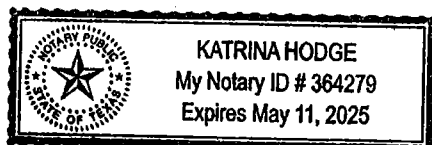
MARGARITA BRITT,
an individual, a representative of the Leandro
Acevedo Estate

By: Margarita Britt

STATE OF TEXAS §
COUNTY OF Caldwell §

Before me, on this day personally appeared the foregoing individual, known to me to be
the person whose name was subscribed in my presence to the foregoing instrument.

[SEAL]



Katrina Hodge
Notary Public
Commission Expires: _____

EXHIBIT A
PROPERTY DESCRIPTIONS/MAPS

Exhibit A1 and A2: Property Description and Map of In-City Property

Exhibit A3: Map of the Outside Property

Exhibit A4 and Exhibit A5: Metes and Bounds Description and Depiction of the Owner Property (includes ETJ
and Outside Property)

Exhibit A6 and A7 property description and map of Project/PID/TIRZ Boundaries.

Exhibit A-1 and A-2

LEGAL DESCRIPTION

BEING 89.775 acres of land situated in the J.A. NEILL SURVEY, ABSTRACT NO. 20, Caldwell County, Texas, and being a portion of and part of a called 169.811 acres of land described in deed to SVAG Investments, LLC, a Texas Limited Liability Company, as recorded in Document Number 2021-006881 of the Official Public Records of Caldwell County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch capped iron rod found, marked Hinkle Surveying, on the Northeast Right-of-Way line of Farm to Market Road 1322, an 80 foot Right-of-Way, and for the Northwest corner of a called 85.00 acre tract of land as described in a deed to Charles D. Spillmann and Jane Spillmann as recorded in Document Number 2016-005533 of said Official Public Records, same being the Southwest corner of said 169.811 acre tract and the of this herein described tract;

THENCE North 31 degrees 43 minutes 06 seconds West, along said Right-of-Way and the Southwest line of this tract, a distance of 2,572.95 feet to a 1/2 inch capped iron rod found, marked Jones Carter Prop Corner, for the Northwest corner of this herein described tract;

THENCE North 78 degrees 46 minutes 11 seconds East, crossing said 169.811 acre tract, a distance of 1,665.32 feet to a 1/2 inch iron rod found on the Southwest line of a called 358.536 acre tract of land as described in a deed to David V. Acevedo and Marge Margarita Acevedo as recorded in Volume 209, Page 425 of said Official Public Records, same being the Northeast line of said 169.811 acre tract, and being the Northeast corner of this herein described tract;

THENCE South 29 degrees 54 minutes 41 seconds East, along the common line of said 358.536 acre tract, a distance of 2,544.30 feet to a 1/2 inch capped iron rod found, marked Hinkle Surveying, for the Northeast corner of said 85.00 acre tract, and being the Southeast corner of this tract;

THENCE South 78 degrees 46 minutes 18 seconds West, along the common line of said 85.00 acre tract, a distance of 1,579.70 feet to the **POINT OF BEGINNING**, containing 3,910,599 square feet and/or 89.775 acres of land, more or less.

Exhibit A-3

Exhibit A-4 and A-5

Exhibit A-6

LEGAL DESCRIPTION

BEING a 588.547 acre tract of land situated in the JOHN A. NEILL SURVEY, ABSTRACT No. 20, Caldwell County, Texas, and being all of the called 89.769 acres of land as described in deed as recorded in Document Number 2021-006882, Real Property Records, Caldwell County, Texas, and a portion of the called 160.00 acres of land described in deed as recorded in Volume 28, Page 146 of the Real Property Records, Caldwell County, Texas, SAVE & EXCEPT the called 3.007 acres of land described in deed recorded in Instrument Number 2018-003545 Real Property Records, Caldwell County, Texas, and all of the 358.536 acres of land as described in deed as recorded in Volume 209, Page 425, Official Public Records, Caldwell County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch capped iron rod found, marked Hinkle Surveying, on the Northeast Right-of-Way line of Farm to Market Road 1322, an 80 foot Right-of-Way, and for the Northwest corner of a called 85.00 acre tract of land as described in a deed to Charles D. Spillmann and Jane Spillmann as recorded in Document Number 2016-005533 of said Official Public Records, same being the Southwest corner of said 169.811 acre tract and the of this herein described tract;

THENCE North 31° 43' 06" West, along said Right-of-Way and the Southwest line of said 89.775 acre tract, a distance of **2,572.95 feet** to a 1/2 inch capped iron rod found, marked Jones Carter Prop Corner, for the Southwest corner of a called 80.04 acre tract of land as described in deed to Vema Investments, LLC. as recorded in Instrument 2021-007855 of said Official Public Records, same being a Northwest corner of said 89.775 acre tract;

THENCE North 78° 46' 11" East, along the common line of said 80.04 acres and said 89.775 acres, a distance of **1,665.32 feet** to a 1/2 inch iron rod found on the Southwest line of a called 358.536 acre tract of land as described in a deed to David V. Acevedo and Marge Margarita Acevedo as recorded in Volume 209, Page 425 of said Official Public Records, and being the Southeast corner of said 80.04 acres;

THENCE North 29°54'41" West, along the common line of said 358.536 acres and said 80.04 acres, a distance of **956.23 feet** to a 1/2 inch iron rod found for an interior angle point in the West line of a called 2.606 acre tract of land described in deed to Ray C. Nash and wife, Helen K. Nash as recorded in Volume 76, Page 743 of said Official Public Records, same being a Northwest corner of said 358.536 acres;

THENCE North 12°42'23" East, along the common line of said 358.536 acres and said 2.606 acres, a distance of **100.55 feet** to a 1 inch iron pipe found on the South Right-of-Way line of County Road 205, a.k.a. Seawillow Road, a variable width Right-of-Way;

THENCE along the South Right-of-way and the North line of said 358.536 acres the following bearings and distances:

South 72°03'50" East, a distance of **65.07 feet** to a 1/2 inch iron rod found capped;

South 86°16'07" East, a distance of **189.45 feet** to a 1/2 inch iron rod found capped;

North 79°02'20" East, a distance of **350.87 feet** to a three way fence corner post found;

North 78°34'18" East, a distance of **1,963.89 feet** to a 1/2 inch iron rod capped DATAPOINT#10194585 set;

South 64°47'06" East, a distance of **592.08 feet** to a 1/2" iron rod found capped for the North corner of a called 3.07 acre tract of land described in deed to Chris C. Chapman and Kimberly K. Hoffman Chapman as recorded in Instrument Number 2018-003545 of said Official Public Records;

THENCE departing said South Right-of-Way, along the common line of said 3.07 acres and said 358.536 acres the following bearings and distances:

South 24°46'35" West, a distance of **365.69 feet** to a 1/2 inch iron rod found capped;

South 62°46'06" East, a distance of **358.21 feet** to a fence corner post found;

North 24°38'27" East, a distance of **366.83 feet** to a 5/8 inch iron rod found on said South Right-of-Way, for the East corner of said 3.07 acres;

THENCE South 61°15'06" East, along said South Right-of-Way line, a distance of **472.51 feet** to a 1/2 inch iron rod capped DATAPOINT#10194585 set for the North corner of the 20.000 acre remainder of said 160 acre tract;

THENCE over and across, said 160 acres the following three (3) courses and distances:

South 32°22'32" West, a distance of **639.03 feet** to a 1/2 inch iron rod capped DATAPOINT#10194585 set;

South 24°59'14" East, a distance of **617.22 feet** to a 1/2 inch iron rod capped DATAPOINT#10194585 set;

North 82°35'38" East, a distance of **1096.03 feet** to a 1/2 inch iron rod capped DATAPOINT#10194585 set on the West Right-of-Way line of said CR 205 and the East line of said 160 acres;

THENCE South 14°17'18" East, a distance of **970.10 feet** to a "L" bracket with flagging found for the Northwest corner of a called 1.997 acre tract of land as described in deed to Russell A. Nickel, a single man, as recorded in Instrument Number 2020-003246 of said Official Public Records, and being on the East line of said 358.536 acres;

THENCE South 11°10'32" East, along the East line of said 358.536 acres, passing a 5/8 inch iron rod found for the Northwest corner of a called 9.152 acre tract of land as described in the deed to Brenda Gayle Bagwell Hagan, a married person, as her separate property and estate as recorded in Instrument Number 2021004181 of said Official Public Records, same being the Southwest corner of said 1.997 acres, continuing a total distance of **935.26 feet** to a 6 inch wood fence corner post found for the Southwest corner of said 9.152 acres, same being an interior ell corner of said 358.536 acres;

THENCE North 78°31'19" East, along a North line of said 358.536 and along the South line of said 9.152 acres and a called 9.152 acres of land as described in deed to William R Hagan and Brenda G Hagan, husband and wife, as recorded in Volume 273, Page 537 of said Official Public Records, and the South line of a called 9.15 acres of land described in deed to Delores Stanton Revocable Trust as recorded in Instrument Number 2023-003597 of said Official Public Records, a distance of **2095.92 feet** to a 6 inch wood fence corner post found on the West Right-of-Way line of said CR 205 for a Northeast corner of said 358.536 acres, same being the Southeast corner of said 9.15 acres;

THENCE along the West Right-of-Way line of said CR 205 the following bearings and distances:

South 09°58'20" East, a distance of **1445.88 feet** to a 1/2 inch iron rod capped DATAPOINT#10194585 set;

South 13°05'03" East, a distance of **202.27 feet** to a 1/2 inch iron rod capped DATAPOINT#10194585 set;

South 23°19'16" East, a distance of **157.39 feet** to a 1/2 inch iron rod found capped for the Northeast corner of Lot 1, 2 and 3, Commanche Hill, Section One, a Subdivision in Caldwell County, Texas according to the Map or Plat of Records in Plat Cabinet A, Slide 28, Plat Records of Caldwell County, as described in deed to Beatrice Madrigal, a single person and John S. Rosales, a single person as recorded in Instrument Number 126568 of Official Public Records, same being the Southernmost Southeast corner of said 358.536 acres;

THENCE South 78°28'58" West, along the South line of said 358.536 acres, a distance of **4735.83 feet** to a 1 inch iron pipe found for the Southeast corner of said 85.00 acres and being the Southernmost Southwest corner of said 358.536 acres, from which a 1/2 inch iron rod found for the Southwest corner of said 85.00 acres bears South 78° 47' 06" West, a distance of 1,503.48 feet;

THENCE North 29°54'41" West, along the common line of said 85.00 acres and said 358.536 acres, a distance of **2533.18 feet** to a calculated point from which a 1/2 inch iron rod found capped "Hinkle Surveying" bears, South 78° 48' 18" West, a distance of 0.35 feet for the Northeast corner of said 85.00 acres and being the Southeast corner of said 89.775 acres;

THENCE South 78°46'18" West, along the South line of said 89.775 acres and the North line of said 85.00 acres, a distance of **1579.70 feet** to the **POINT OF BEGINNING**, containing an area of 25,637,112 Square Feet and/or **588.547 Acres** of land, more or less.

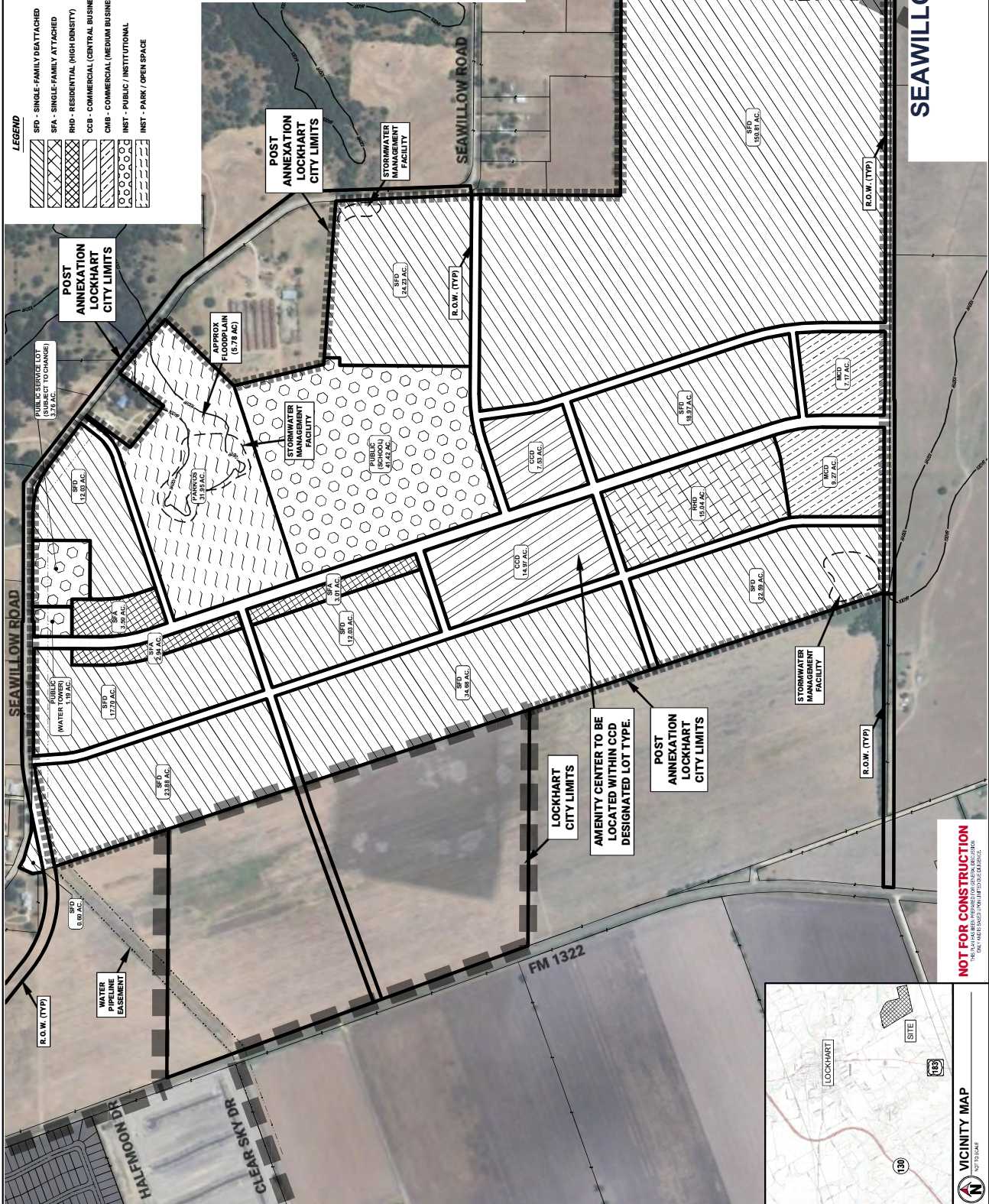
Exhibit A-7

EXHIBIT B
CONCEPT PLAN
and
Exhibit B1- Parkland Summary Table
Exhibit B2 – Parks Exhibit

- LEGEND**
- SFD - SINGLE-FAMILY DETACHED
 - SFA - SINGLE-FAMILY ATTACHED
 - RHD - RESIDENTIAL (HIGH DENSITY)
 - CCB - COMMERCIAL (CENTRAL BUSINESS)
 - CMB - COMMERCIAL (MEDIUM BUSINESS)
 - INST - PUBLIC / INSTITUTIONAL
 - INST - PARK / OPEN SPACE



RESIDENTIAL LOT SUMMARY	MIN. (AC)	MAXIMUM (AC)	DENSITY (UNITS/AC)
SINGLE-FAMILY DETACHED (SFD)			
SF-2 (8,400 SF 70' X 120')	35		
SF-3 (12,600 SF 90' X 150')	70		
SF-4 (16,800 SF 120' X 140')	307.52		~ 4.20
AL-2 (16,800 SF 40' X 150')		300	
AL-3 (16,800 SF 40' X 150')		500	
AL-4 (16,800 SF 40' X 150')		204	
SINGLE-FAMILY ATTACHED (SFA)			
AL-5 (12,600 SF 30' X 150')	9.45	95	~ 12.10
RESIDENTIAL HIGH DENSITY (RHD)	15.04	300	~ 23.80
CCB - MEDIUM BUSINESS	332.01	2,278	~ 4.12
COMMERCIAL/RETAIL			
CCB - MEDIUM BUSINESS (MEDIUM BUSINESS)			
MEDIUM COMMERCIAL DISTRICT (MCD)			
SCHOOL			
REGIONAL SANITARY LIFT STATION			
PUBLIC SERVICE LOT (1)			
WATER TOWER			
PARKS / OPEN SPACE			
PARK-OPEN SPACE			
ADDITIONAL GREENSPACE (2)			
TOTAL PARKS / OPEN SPACE			
TOTAL PARKS / OPEN SPACE			



SEAWILLOW DEVELOPMENT PLAN EXHIBIT B - CONCEPT PLAN

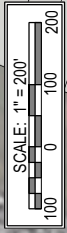
CALDWELL COUNTY, TEXAS
August 2024

NOT FOR CONSTRUCTION
THIS PLAN IS FOR INFORMATION ONLY AND DOES NOT CONSTITUTE A CONTRACT.

VICINITY MAP
NOT TO SCALE

Exhibit B-2

Parkland Summary for Seawillow PDD			
Per Acre Appraisal Value of Land			\$50,000
Acreage Zoned As Residential		Required	269.54
Land Dedication Acreage (8% of Land Zoned Residential up to 7 units per acre)		21.56	
Community Facility Improvement Cost (15% Land Market Value Up to 5 acres)		\$250,000.00	
Parks Dedicated		Provided (ac.)	
Regional Park w/ Trail (Minus Floodplain)		26.17	
Pocket Parks		4.00	
Community Facility		41.42	
Total Land Dedication		71.59	
Parks Improvements (Public Benefit)			
Amenity Center (Public Benefit)	\$		1,000,000
8' Hike and Bike Trail	\$		250,000
Pocket Parks (\$100k per park at 8 parks)	\$		800,000
Total Paakrs Improvement (Public Benefit)	\$		2,050,000



RESIDENTIAL

SCHOOL PARCEL
41.4± AC

8' WIDE CONC.
HIKE & BIKE TRAIL

PARK / OS PARCEL
31.9± AC

WALKING
TRAIL

PARKING
LOT

8' WIDE CONC.
HIKE & BIKE TRAIL

RESIDENTIAL

WATER
TOWER

SEAWILLOW ROAD (60FT ROW)

ARTERIAL ROAD (80FT ROW)

RESIDENTIAL

RESIDENTIAL



FIRM No. F-23385
viewpointengineering.com
2121 E 6th STREET, SUITE 203
AUSTIN, TEXAS 78702

EXHIBIT B2 TRAILS/PARKS & REC FACILITIES

PROJECT: SEAWILLOW DEVELOPMENT PLAN
COUNTY: DALLAS COUNTY, TEXAS

PROJECT NO. 23002
SHEET MT / LC
DATE June 2024

1 of 1

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EXHIBIT C
Estimated Costs of Authorized Improvements

PID Authorized Improvement Summary										
Major Improvements	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6	Phase 7	Phase 8	Total	
Water Extension	\$ 212,345.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 212,345.00	
Elevated Storage Tank	\$ -	\$ -	\$ 4,500,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,500,000.00	
Wastewater	\$ 289,654.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 289,654.00	
Lift Station	\$ 4,567,890.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,567,890.00	
Arterial Extension	\$ -	\$ 2,345,567.00	\$ 2,237,890.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,583,457.00	
Seawillow Arterial Extension	\$ -	\$ 1,785,436.00	\$ -	\$ 1,543,789.00	\$ 564,980.00	\$ -	\$ -	\$ -	\$ 3,894,205.00	
8' Hike and Bike Trail	\$ -	\$ 624,789.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 624,789.00	
Contingency (10%)	\$ 506,988.90	\$ 475,579.20	\$ 673,789.00	\$ 154,378.90	\$ 56,498.00	\$ -	\$ -	\$ -	\$ 1,867,234.00	
Professional Fees (15%)	\$ 760,483.35	\$ 713,368.80	\$ 1,010,683.50	\$ 231,568.35	\$ 84,747.00	\$ -	\$ -	\$ -	\$ 2,800,851.00	
Total	\$ 6,337,361.25	\$ 5,944,740.00	\$ 8,422,362.50	\$ 1,929,736.25	\$ 706,225.00	\$ -	\$ -	\$ -	\$ 23,340,425.00	

Direct Improvements	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6	Phase 7	Phase 8	Total	
Water	\$ 1,628,765.10	\$ 1,359,871.18	\$ 1,359,871.18	\$ 1,320,263.28	\$ 1,100,219.40	\$ 1,100,219.40	\$ 880,175.52	\$ 814,162.36	\$ 9,563,547.43	
Wastewater	\$ 1,903,250.25	\$ 1,205,667.19	\$ 1,205,667.19	\$ 1,170,550.67	\$ 975,458.89	\$ 975,458.89	\$ 780,367.11	\$ 721,839.58	\$ 8,938,259.77	
Site Work	\$ 685,504.66	\$ 540,264.41	\$ 540,264.41	\$ 524,528.55	\$ 437,107.13	\$ 437,107.13	\$ 349,685.70	\$ 323,459.27	\$ 3,837,921.26	
Stormwater Management	\$ 5,133,355.19	\$ 3,146,980.78	\$ 3,146,980.78	\$ 3,055,321.14	\$ 2,546,100.95	\$ 2,546,100.95	\$ 2,036,880.76	\$ 1,884,114.70	\$ 23,495,835.25	
Roadways	\$ 3,636,292.42	\$ 3,847,192.02	\$ 3,847,192.02	\$ 3,735,137.89	\$ 3,112,614.91	\$ 3,112,614.91	\$ 2,490,091.92	\$ 2,303,335.03	\$ 26,084,471.12	
Contingency (10%)	\$ 1,298,716.76	\$ 1,009,997.56	\$ 1,009,997.56	\$ 980,580.15	\$ 817,150.13	\$ 817,150.13	\$ 653,720.10	\$ 604,691.09	\$ 7,192,003.48	
Professional Fees (15%)	\$ 1,948,075.14	\$ 1,514,996.34	\$ 1,514,996.34	\$ 1,470,870.23	\$ 1,225,725.19	\$ 1,225,725.19	\$ 980,580.15	\$ 907,036.64	\$ 10,788,003.23	
Total	\$ 16,233,959.53	\$ 12,624,969.47	\$ 12,624,969.47	\$ 12,257,251.91	\$ 10,214,376.60	\$ 10,214,376.60	\$ 8,171,501.28	\$ 7,558,638.68	\$ 89,900,043.53	

Indirect Improvements	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6	Phase 7	Phase 8	Total	
Lot Excavation	\$ 389,471.49	\$ 272,966.93	\$ 272,966.93	\$ 265,016.44	\$ 220,847.03	\$ 220,847.03	\$ 176,677.63	\$ 163,426.80	\$ 1,982,220.29	
Park Improvements	\$ -	\$ -	\$ 3,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000,000.00	
Electrical	\$ 1,200,000.00	\$ 780,514.21	\$ 780,514.21	\$ 757,780.78	\$ 631,483.99	\$ 631,483.99	\$ 505,187.19	\$ 467,298.15	\$ 5,754,262.52	
Construction Material Testing	\$ 9,567.00	\$ 7,340.32	\$ 7,340.32	\$ 7,126.52	\$ 5,938.77	\$ 5,938.77	\$ 4,751.01	\$ 4,394.69	\$ 52,397.40	
Developer Fees	\$ 134,568.00	\$ 93,383.93	\$ 93,383.93	\$ 90,664.01	\$ 75,553.34	\$ 75,553.34	\$ 60,442.67	\$ 55,909.47	\$ 679,458.67	
Landscaping, Irrigation, Entries	\$ 500,000.00	\$ 96,399.08	\$ 96,399.08	\$ 93,591.34	\$ 77,992.78	\$ 77,992.78	\$ 62,394.23	\$ 57,714.66	\$ 1,062,483.95	
Geotech Report	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 280,000.00	
Contingency (10%)	\$ 226,860.65	\$ 128,560.45	\$ 428,560.45	\$ 124,917.91	\$ 104,681.59	\$ 104,681.59	\$ 84,445.27	\$ 78,374.38	\$ 1,281,082.28	
Total	\$ 2,495,467.14	\$ 1,414,164.91	\$ 4,714,164.91	\$ 1,374,097.00	\$ 1,151,497.50	\$ 1,151,497.50	\$ 928,898.00	\$ 862,118.15	\$ 14,091,905.12	

EXHIBIT D
Development and Absorption Phasing Plan

Exhibit D1

LUEs Absorption By Use			
Phase	Use	LUEs	Cumulative LUEs
1	Single-Family Detached	414	414
	Total	414	
2	Single-Family Detached	266	781
	Single-Family Attached	34	
	School	67	
	Total	367	
3	Single-Family Detached	267	1171
	Single-Family Attached	33	
	Commercial	50	
	School	40	
	Total	390	
4	Single-Family Detached	325	1546
	Commercial	50	
	Total	375	
5	Single-Family Detached	270	1906
	Multi-Family	90	
	Total	360	
6	Single-Family Detached	270	2266
	Multi-Family	90	
	Total	360	
7	Single-Family Detached	220	2536
	Commercial	50	
	Total	270	
8	Single-Family Detached	205	2786
	Commercial	45	
	Total	250	

Proposed Project Phasing						
Phase	Use	Construction Start	1st Home Built	Last Home Completed	LUEs	Cumulative LUEs
1	SF	Q1-2024	Q3-2025	Q2-2027	414	414
2	SF/SFA/Sch	Q2-2025	Q4-2026	Q1-2028	367	781
3	SF/SFA/Comm/Sch	Q3-2026	Q1-2028	Q2-2029	390	1171
4	SF/Comm	Q4-2027	Q2-2029	Q3-2030	375	1546
5	SF/MF	Q1-2029	Q3-2030	Q4-2031	360	1906
6	SF/MF	Q2-2030	Q4-2031	Q1-2033	360	2266
7	SF/Comm	Q3-2031	Q1-2033	Q2-2034	270	2536
8	SF/Comm	Q4-2032	Q2-2034	Q3-2035	250	2786

Development LUE Calculations			
Use	Units/Acreage	LUE Conversion	LUEs
Single-Family Detached	2237	1	2237
Single-Family Attached	95	0.7	67
Multi-Family	360	0.5	180
School	1600	15	107
Commercial	38.93	5	195
			2786

EXHIBIT E
Development Standards

EXHIBIT E

SEAWILLOW DEVELOPMENT STANDARDS

The following Development Standards (the “Development Standards”) shall be applicable within the Owner Property. To the extent that any of the Development Standards conflict with City of Lockhart Ordinances, these Development Standards shall control. All development activity undertaken on the Owner Property shall comply with this Agreement, the Concept Plan, all attachments hereto, and with all City zoning, subdivision and construction codes and requirements, except as modified herein. Capitalized terms contained herein shall be defined as indicated in the Agreement, these Development Standards, as reflected on the Concept Plan or as defined in the City Code of Ordinances, depending upon context. Unless explicitly stated otherwise, all of the Requirements prescribed herein shall be considered as the minimum requirement.

I. LOT TYPE REGULATIONS

Sea Willow Development will include a variety of lot types in order to achieve the goals established for the Owner Property. The lot types and requirements for each shall be as follows:

A. Lot Type Alley Load 35’:

1. Purpose: This lot type is designed to allow single family detached dwellings on lots of not less than thirty-five feet (35’) wide and three thousand, eight hundred and fifty (3,850+/-) square feet, together with the allowed incidental and accessory uses.
2. Permitted Uses: Land use shall comply with uses allowed for Residential Medium Density District (RMD) of the City of Lockhart Zoning Ordinance. The following additional uses are allowed by right:
 - a. Local/Neighborhood Utilities
 - b. Passive Outdoor Recreation
 - c. Single-Family Detached
3. Height Regulations: No building shall exceed forty feet (40’) and two and a half stories in height.
4. Area Regulations: The following minimum standards shall be required as measured from property lines:

Lot Size: 3,850+/- square feet

Lot coverage:	The combined area covered by all main buildings and accessory structures shall not exceed fifty percent (50%) of the total lot area. Flatwork, swimming pools and spas shall not be included in determining maximum building coverage.
Minimum Floor Area:	The minimum square footage of a dwelling unit, exclusive of garages, breezeways and porches, shall be 1,200 square feet.
Front Yard:	10 feet minimum
Rear Yard:	20 feet minimum; 7.5' for detached garage
Side Yard:	5 feet minimum
Side Yard Adj. to Street:	10 feet minimum
Lot Width:	35 feet minimum (measured at front building line)
Lot Depth:	110 feet Minimum
Garage:	Garages may face alleys or side street. However, 20-foot minimum setback required for any street facing garage entrance.

B. Lot Type Alley Load 40':

1. Purpose: This lot type is designed to allow single family detached dwellings on lots of not less than four thousand, four hundred (4,400+/-) square feet, together with the allowed incidental and accessory uses.
2. Permitted Uses: Land use shall comply with uses allowed for Residential Medium Density District (RMD of the City of Lockhart Zoning Ordinance. The following additional uses are allowed by right:
 - a. Local/Neighborhood Utilities
 - b. Passive Outdoor Recreation
 - c. Single-Family Detached
3. Height Regulations: No building shall exceed forty feet (40') and two and a half stories in height.
4. Area Regulations: The following minimum standards shall be required as measured from property lines:

Lot Size:	4,400+/- square feet
Lot coverage:	The combined area covered by all main buildings and accessory structures shall not exceed sixty percent (50%) of the total lot area. Flatwork, swimming pools and spas shall not be included in determining maximum building coverage.
Minimum Floor Area:	The minimum square footage of a dwelling unit, exclusive of garages, breezeways and porches, shall be 1,350 square feet.
Front Yard:	10 feet minimum
Rear Yard:	20 feet minimum; 7.5' for detached garage
Side Yard:	5 feet minimum
Side Yard Adj. to Street:	10 feet minimum
Lot Width:	40 feet minimum (measured at front building line)
Lot Depth:	110 feet minimum
Garage:	Garages may face alleys or side street. However, 20-foot minimum setback required for any street facing garage entrance.

C. Lot Type Alley Load 45':

1. Purpose: This lot type is designed to allow single family detached dwellings on lots of not less than four thousand, nine hundred and fifty (4,950+/-) square feet, together with the allowed incidental and accessory uses.
2. Permitted Uses: Land use shall comply with uses allowed for Residential Medium Density District (RMD) of the City of Lockhart Zoning Ordinance. The following additional uses are allowed by right:
 - a. Local/Neighborhood Utilities
 - b. Passive Outdoor Recreation
 - c. Single-Family Detached
3. Height Regulations: No building shall exceed forty feet (40') and two and a half stories in height.

4. Area Regulations: The following minimum standards shall be required as measured from property lines:

Lot Size:	4,950+/- square feet
Lot coverage:	The combined area covered by all main buildings and accessory structures shall not exceed forty-five percent (45%) of the total lot area. Flatwork, swimming pools and spas shall not be included in determining maximum building coverage.
Minimum Floor Area:	The minimum square footage of a dwelling unit, exclusive of garages, breezeways and porches, shall be 1,200 square feet.
Front Yard:	10 feet minimum
Rear Yard:	20 feet minimum; 7.5' for detached garage
Side Yard:	5 feet minimum
Side Yard Adj. to Street:	10 feet minimum
Lot Width:	45 feet minimum (measured at front building line)
Lot Depth:	110 feet minimum
Garage:	Garages may face alleys or side street. However, 20-foot minimum setback required for any street facing garage entrance.

D. Lot Type Alley Load Townhome:

1. Purpose: This lot type is designed to allow single family detached dwellings on lots of not less than two thousand, seven hundred and fifty (2,750+/-) square feet, together with the allowed incidental and accessory uses.
2. Permitted Uses: Land use shall comply with uses allowed for Residential Medium Density District (RMD) of the City of Lockhart Zoning Ordinance. The following additional uses are allowed by right:
 - a. Local/Neighborhood Utilities
 - b. Passive Outdoor Recreation
 - c. Single-Family Detached

3. Height Regulations: No building shall exceed forty-five feet (45') and three stories in height.
4. Area Regulations: The following minimum standards shall be required as measured from property lines:

Lot Size:	2,750+/- square feet
Lot coverage:	The combined area covered by all main buildings and accessory structures shall not exceed fifty percent (50%) of the total lot area. Flatwork, swimming pools and spas shall not be included in determining maximum building coverage.
Minimum Floor Area:	The minimum square footage of a dwelling unit, exclusive of garages, breezeways and porches, shall be 1,200 square feet.
Front Yard:	10 feet minimum
Rear Yard:	20 feet minimum; 7.5' for detached garage
Side Yard:	5 feet minimum
Side Yard Adj. to Street:	10 feet minimum
Lot Width:	25 feet minimum (measured at front building line); 30 at corners or at the end of a unit attachment.
Lot Depth:	110 feet minimum
Garage:	Garages may face alleys or side street. However, 20-foot minimum setback required for any street facing garage entrance.

D. Lot Type Front Load 50':

1. Purpose: This lot type is designed to allow single family detached dwellings on lots of not less than five thousand five hundred (5,500+/-) square feet, together with the allowed incidental and accessory uses.
2. Permitted Uses: Land use shall comply with uses allowed for Residential Medium Density District (RMD) of the City of Lockhart Zoning Ordinance. The following additional uses are allowed by right:

- a. Local/Neighborhood Utilities
 - b. Passive Outdoor Recreation
 - c. Single-Family Detached
3. Height Regulations: No building shall exceed forty feet (40') and two and a half stories in height.
 4. Area Regulations: The following minimum standards shall be required as measured from property lines:

Lot Size:	5,500+/- square feet
Lot coverage:	The combined area covered by all main buildings and accessory structures shall not exceed forty percent (40%) of the total lot area. Flatwork, swimming pools and spas shall not be included in determining maximum building coverage.
Minimum Floor Area:	The minimum square footage of a dwelling unit, exclusive of garages, breezeways and porches, shall be 1,600 square feet.
Front Yard:	20 feet minimum
Rear Yard:	10 feet minimum
Side Yard:	5 feet minimum
Side Yard Adj. to Street:	10 feet minimum
Lot Width:	50 feet minimum (measured at front building line)
Lot Depth:	110 feet Minimum
Garage:	Garages may face front or side street. However, 20-foot minimum setback required for any street facing garage entrance.

E. Lot Type Front Load 60 ft.:

1. Purpose: This lot type is designed to allow single family detached dwellings on lots of not less than six thousand, six hundred, (6,600+/-) square feet, together with the allowed incidental and accessory uses.

2. Permitted Uses: Land use shall comply with uses allowed for Residential Medium Density District (RMD) of the City of Lockhart Zoning Ordinance. The following additional uses are allowed by right:
 - a. Local/Neighborhood Utilities
 - b. Passive Outdoor Recreation
 - c. Single-Family Detached
3. Height Regulations: No building shall exceed forty feet (40') and two and a half stories in height.
4. Area Regulations: The following minimum standards shall be required as measured from property lines:

Lot Size: 6,600+/- square feet

Lot coverage: The combined area covered by all main buildings and accessory structures shall not exceed forty percent (40%) of the total lot area. Flatwork, swimming pools and spas shall not be included in determining maximum building coverage.

Minimum Floor Area: The minimum square footage of a dwelling unit, exclusive of garages, breezeways and porches, shall be 2,000 square feet.

Front Yard: 25 feet minimum

Rear Yard: 10 feet minimum

Side Yard: 7.5 feet minimum

Side Yard Adj. to Street: 15 feet minimum

Lot Width: 60 feet minimum (measured at front building line)

Lot Depth: 110 feet Minimum

Garage: Garages may face front or side street. However, 20-foot minimum setback required for any street facing garage entrance.

F. Lot Type Front Load 70 ft.:

1. Purpose: This lot type is designed to allow single family detached dwellings on lots of not less than eight thousand, four hundred, (8,400+/-) square feet, together with the allowed incidental and accessory uses.
2. Permitted Uses: Land use shall comply with uses allowed for Residential Low-Density District (RLD) of the City of Lockhart Zoning Ordinance. The following additional uses are allowed by right:
 - a. Local/Neighborhood Utilities
 - b. Passive Outdoor Recreation
 - c. Single-Family Detached
3. Height Regulations: No building shall exceed forty feet (40') and two and a half stories in height.
4. Area Regulations: The following minimum standards shall be required as measured from property lines:

Lot Size: 8,400+/- square feet

Lot coverage: The combined area covered by all main buildings and accessory structures shall not exceed thirty percent (30%) of the total lot area. Flatwork, swimming pools and spas shall not be included in determining maximum building coverage.

Minimum Floor Area: The minimum square footage of a dwelling unit, exclusive of garages, breezeways and porches, shall be 2,400 square feet.

Front Yard: 25 feet minimum

Rear Yard: 10 feet minimum

Side Yard: 7.5 feet minimum

Side Yard Adj. to Street: 15 feet minimum

Lot Width: 70 feet minimum (measured at front building line)

Lot Depth: 120 feet minimum

Garage:

Garages may face front or side street. However, 20-foot minimum setback required for any street facing garage entrance.

G. Lot Type Central Commercial:

1. Permitted Uses: Land use and structures shall comply with the requirements for the Central Business District (“CCB”) of the City of Lockhart Code of Ordinance together with development standards set out herein. Site design shall comply with the City’s Code of Ordinances. In addition, the following uses are permitted:
 - a. Retail stores, including sale of alcoholic beverages.
 - b. Eating establishments of any type, including on-premises consumption of alcoholic beverages.
 - c. Package sales of alcoholic beverages.
 - d. Hospital, Acute Care
 - e. Mixed Use
 - f. Bar, Tavern, or Lounge
2. Only thirty percent (30%) of the overall building square footage constructed within the Central Commercial Lot Type can be office use.

H. Lot Type Medium Commercial:

1. Permitted Uses: Land use and structures shall comply with the requirements for the Medium Business District (“CMB”) of the City of Lockhart Code of Ordinance together with development standards set out herein. Site design shall comply with the City’s Code of Ordinances. In addition, the following uses are permitted:
 - a. Hotel
 - b. Hospital, Acute Care

I. Lot Type Multi-Family

1. Permitted Uses: Land use and structures shall comply with the requirements for the Residential High-Density District (“RHD”) of the City of Lockhart Zoning Ordinance together with the development standards set out herein. Site design shall comply with the City’s current standards. In addition, the following uses are permitted:
 - a. Combined family-2, CF-2
 - b. Townhouse-2, TH-2
 - c. Condominium-2, CM-2
 - d. multi-family-2, MF-2

II. DEVELOPMENT DESIGN STANDARDS:

a. Street Geometric Standards

- i. Table A-1, located in Appendix A, presents a summary of roadway design standards for the development per roadway classifications found in Exhibit L of the Development Agreement.
- ii. Appendix A contains visual illustrations of the proposed street sections required.

b. Block Length

- i. The maximum allowable block length is six hundred feet (600'); an allowance up to one thousand, two hundred feet (1,200') is allowed with the implementation of dedicated public pedestrian or public park lots or easements with a minimum width of ten feet (10').

c. Lots with No Public Road Frontage

- i. Alley loaded lots with 30' alley right-of-way that provides the appropriate signage and naming convention as a private street shall not be required to have public street frontage.

d. Amenity Center

The Development shall include an amenity center ("Amenity Center") which shall be constructed in Phase 3, on a minimum of 2 acres, which shall include and incorporate \$1.5 million in improvements available for the use and enjoyment of the general public and:

- i. Shall include at least 1 of the following elements:
 - (a) Splash Pad;
 - (b) Covered pavillion 3k square feet minimum; or
 - (c) Basketball/multiuse court and;
- ii. at least one of the following elements not selected in option iv;
 - (d) Swimming Pool
 - (e) Fitness Center/Outdoor Fitness Center
 - (f) Fishing Dock at Detention area
 - (g) Pavilion/Social Building/Event Space
 - (h) Game Room
 - (i) Lazy River
 - (j) Disc golf/Frisbee Golf
 - (k) Food Truck community park
 - (l) Open Play Areas
 - (m) Pickleball courts
 - (n) Tennis courts
 - (o) Children obstacle course
 - (p) Pump track.
 - (q) Basketball courts
 - (r) Playground
 - (s) Dog Park
- iii. A minimum of 14 parking spaces will be provided for the Amenity Center but on-street parking can count towards this total. 1 handicap space will be provided that meets ADA accessibility.

iv. whichever element is designated in section d(i) for the Amenity Center, the other two elements shall be constructed in conjunction with one of the pocket parks, if not otherwise included in the Amenity Center.

e. Parks/Trails

i. ½ acre Pocket Parks

- (a) 5 parking spaces to be provided within each phase; on-street parking can be counted towards this requirement for streets with 50 feet of right of way and 30 feet of pavement. A single handicap parking space will be provided.
- (b) All parks will contain an irrigation system and will maintained by the Developer or successor.
- (c) The pocket parks shall contain at one (1) of the following park design approaches and two (2) elements in subsection (xii.):
 - (i) Open Play Areas
 - (ii) Pavilion
 - (iii) Shade Structure
 - (iv) Basketball courts
 - (v) Pickleball courts
 - (vi) Tennis courts
 - (vii) Splash Pad
 - (viii) Disc golf/Frisbee Golf
 - (ix) Playground
 - (x) Fitness Station
 - (xi) Dog Park; and
 - (xii) Remaining two elements from section d.i. not constructed with the Amenity Center
- (d) Each proposed design approach shown above can only be used twice.

ii. Hike and Bike Trail

- (a) Shall be a minimum of eight feet (8') in width.
- (b) Constructed with decomposed granite, concrete or a combination thereof.

iii. Wi-Fi Access

- (a) Wi-Fi access will be provided for all parks over 5 acres.

iv. Detention Pond

- (a) Pond will be designed utilizing at least 2 of the following design elements:
 - (i) Sidewalk/trail access around external pond
 - (ii) Sidewalk/trail access to internal pond
 - (iii) Reduced slopes to 6:1 maximum
 - (iv) Natural meandering shape
 - (v) Open Play area integrated into pond.
 - (vi) Wet Pond (Maintenance Guidelines provided with this document)
 - (vii) Central Fountain Feature
 - (viii) 2'-3 masonry block walls
 - (ix) Stand-alone dock feature
 - (x) Landscaping external to pond bottom

f. Lighting Standards

- i. Project will comply with the current version of the Dripping Springs Dark Sky Ordinance.

g. Landscaping Requirements

- i. Requirements referenced in Sections 64-197 of the Lockhart Development Code still apply.
- ii. Residential
 - (a) Two (2) trees, a minimum of three caliper inches (3”) in size, are required for each single-family residential lot. All lot types that are fifty feet in width or greater are required to have one (1) additional tree planted within the lot.
 - (b) Street trees, located within the ROW between the sidewalk and back of curb and a minimum of three caliper inches (3”) in size, can count as a maximum of one (1) tree required in section f.i.(a).
- iii. Non-Residential (Includes Multi-Family)
 - (a) Landscaping Along Perimeter. All nonresidential uses shall comply with the following streetscape requirements:
 - (i) Perimeter Landscaping. Perimeter Landscaping shall be provided adjacent to all streets. This section is only applicable where building facades aren’t located within the required perimeter landscaping widths.
 - (ii) The Perimeter Landscaping shall be the following minimum widths, exclusive of street Right-of-Way.
 - A. Adjacent to Arterial Street: Ten (10) feet.
 - B. Adjacent to Collector Street: Five (5) feet.
 - C. Adjacent to Local Street: Five (5) feet.
 - (iii) Plantings within the Perimeter Landscaping shall be determined by the following:
 - A. Complete coverage of natural landscape materials shall be provided with Shrubs, Groundcover, Ornamental Grasses with a Rock/Crushed Rock Landscape Base, or Ornamental Grasses with a Mulch Base. The use of Turf Grass as a landscape material is prohibited in fulfilling the requirements of this subsection.
 - (iv) Shrub Buffer. Where parking lots, drives, and access easements abut the Perimeter Landscaping, Shrubs (5 gallon minimum) shall be planted to form a contiguous buffer along the common boundary line.
 - (v) Shrubs shall be planted in planting beds with a Rock/Crushed Rock Landscape Base or Mulch Base.
 - (vi) A berm may be placed within the Perimeter Landscaping in lieu of the required Shrubs unless needed for a headlight screen.
 - (vii) The berm must be 18 to 40 inches above the average grade of the street and parking lot curbs.
 - (viii) The slope of the berm shall not exceed a thirty-three (33) percent grade.
 - (ix) If the parking lot is located fifty (50) feet or more from the street Right-of-Way line, no Shrubs or berms will be required unless

needed for a headlight screen.

(b) Internal Landscaping.

- (i) Internal Landscaping refers to all areas within the paved boundaries of the parking lot.
- (ii) Any nonresidential parking area that contains more than ten (10) parking spaces shall provide Internal Landscaping in addition to the required Perimeter Landscaping.
- (iii) Only landscaped areas within the parking lot shall be used to meet the Internal Landscaping requirement.
- (iv) Plantings within the Internal Landscaping shall be determined by the following:
 - A. Ten (10) square feet of Internal Landscaping for each parking space or fraction thereof.
 - B. One (1) Shade Tree or two (2) Ornamental Trees for every fifteen (15) parking spaces or fraction thereof.
 - C. All parking spaces must be within eighty (80) feet of a Shade Tree.
 - D. Complete coverage of natural landscape materials, such Groundcover, or Ornamental Grasses with a Rock/Crushed Rock Landscape Base or Mulch Base. The use of Turf Grass as a landscape material is prohibited in fulfilling the requirements of this subsection.

iv. Street Trees

- (a) Street Trees are required for all residential streets that are fronted by alley-loaded lots. The trees will be planted during vertical construction of the houses. The street trees will be three caliper inches (3”) in size and will be spaced at 30’ increments.
- (b) Street trees are required for all roadways identified as arterial and collector streets as shown in exhibit L located within the Development Agreement. The street trees will be four and a half caliper inches (4.5”) in size and will be spaced at 50’ increments.

h. Architectural Requirements

- i. Requirements referenced in Sections 64-197 and 64-203 of the Lockhart Development Code still apply.
- ii. Residential
 - (a) Front Porches for Alley Loaded Product. Front porches will need to be at least 80 square feet and 8 feet in depth measured from the entry wall of the home.
 - (b) Garages.
 - (i) Each residence shall have a garage suitable for parking at least two (2) standard size automobiles.
 - (ii) The height of each garage door may not exceed 10 feet in height, calculated from the surface of the driveway to the bottom of the header.
 - (iii) Rear detached garages are permitted provided they are constructed in compliance with the requirements of this PDD.

- (iv) Every garage and accessory building (except a greenhouse) shall correspond in style and architectural and exterior building materials with the dwelling to which it is appurtenant.
- (v) Accessory structures, including a greenhouse, shall not exceed one (1) story in height, nor shall the total floor area of any accessory structure, exceed ten percent (10%), individually or in the aggregate, of the floor area of the main Dwelling.
- (c) Exterior materials
 - (i) which must cover not less than eighty percent (80%) of the exterior, shall be masonry, stone, stucco, plaster, cementitious siding or Hardie-plank equivalent, or wood siding on all first-floor walls (to the top of plate line of first story) visible from any street and on each remaining side and rear elevations. No exterior building walls erected or constructed shall be clad or covered with materials other than brick, brick veneer, stucco, concrete siding in plank form, stone or stone veneer.
 - (ii) 50% of the front and side façades shall be a masonry product (stone, brick, or stucco) for 50% of the single-family detached and single-family attached units.
- (d) Roof pitches must be a minimum of 8/12 front to back, 8/12 side to side, and any porch or decorative extension must be a minimum of 4/12.
- (e) All house plans must provide a minimum of four (4) of the following design elements:
 - (i) Porches, stoops, or covered entries at a minimum of eighty (80) square feet and a minimum depth of 8 feet from the entry wall of the home;
 - (ii) Bay or box windows.
 - (iii) Dormers and/or gables.
 - (iv) Use of accent materials such as brick, stone, or stucco with banding highlights.
 - (v) Ornamental or decorative windows and/or shutters, including, but not limited to, divided light windows.
 - (vi) Driveways with enhanced paving treatment consisting of salt finished concrete and/or brick borders.
 - (vii) Garage doors with one (1) of the following enhancements: (1) Cedar/Wood clad doors; (2) Double doors; (3) Decorative windows; or (4) Stamped reveals/texture and carriage style hardware; or
 - (viii) Two (2) or more coach lights
 - (ix) Front Wall Articulation. An offset in plane shall be provided every fifteen (15) feet along any front facade of the dwelling unit.
 - (x) Varying Front Setbacks. Variations of the front setback of at least five (5) feet shall be required, however buildings shall not be within the required front setback.
 - (xi) Architectural Focal Point. Include one (1) of the following architectural focal points:

- (xii) Chimney. The exterior veneer of a chimney constructed as part of or an extension to the exterior wall of a residential structure must be constructed of like or similar brick or other masonry material to that of the primary structure. The exterior veneer of chimneys shall not be constructed of wood or lumber products.
- (xiii) Window Enhancements. The use of transoms, bay windows, shutters, or other similar window enhancements.

iii. Non-Residential

- (a) Parking Lot Setback: For all commercial districts located along the frontage of an arterial roadway, parking is prohibited within 100' of the arterial right of way line that fronts the tract.
- (b) Building Articulation:
- (c) Depth Articulation: Depth articulation of at least three (3) feet shall be required for every thirty (30) feet of building facade length. Depth articulation applies only below the roofline.
- (i) Height Articulation: Height articulation for flat roofs of at least five (5) feet shall be required for every fifty (50) feet of building facade length. Pitched roofs do not require height articulation.

i. Fencing

- i. For areas defined as “Enhanced Fencing” in Appendix C, masonry columns will be required at a spacing of fifty feet (50’).
- ii. For areas defined as “Enhanced Fencing”, which shall include all external street frontages, and anywhere someone has a rear or side yard fence abutting an arterial or collector street internal to the development.
- iii. For areas defined as “Enhanced Fencing” in Appendix C, cedar or masonry shall be utilized as the fencing material.
- iv. Fencing located throughout the rest of the development will be constructed with pine, cedar, or masonry materials.

j. Commercial Build Out

- i. For the commercial buildout, developer shall construct one of the following uses:
 - (a) Cafe / restaurant
 - (b) Wellness Center featuring saunas, cold plunges and yoga rooms.
 - (c) Day Care facility
 - (d) Open food market
 - (e) Grocery
 - (f) Microbrewery
 - (g) Barber Shop
 - (h) Coffee Shop
- k. Commercial build out will be located within the “Central Commercial” Lot Type designation shown on Exhibit B. The Developer shall construct 1,000 square feet of commercial building square footage during Phase 3 of the Development within the “Central Commercial” Lot Type shown in Exhibit B.
- l. The Developer shall designate five (5) parking spaces specifically for food truck operations and shall provide electricity within 20’ of the food truck parking.

m. Parking Standards

- i. Single-Family Detached and Single-Family Attached Lot Type

- (a) Provide two (2) parking spaces for each unit.
 - ii. Central Commercial Lot Type
 - (a) There is no parking requirement in this lot type.
 - iii. Medium Commercial Lot Type
 - (a) Provide one (1) parking space or every 300 square feet of building space.
 - iv. Multi-Family Lot Type
 - (a) Provide two (2) parking spaces for every unit.
- n. Utility Standards**
- i. Storm Sewer
 - (a) Mains will be constructed within the City's Public ROW.
 - (b) Alley storm sewer will be designed to connect to storm mains located within the City's Public ROW.
 - ii. Water and wastewater services
 - (a) Will be constructed within the proposed alleys for all alley loaded single-family detached and attached uses.

III. EXHIBITS

- a. The following Exhibits are attached to this Agreement and are incorporated herein for all purposes:
 - i. Appendix A Geometric Street Requirements Table A-1
 - ii. Appendix B Street Sections
 - iii. Appendix C Fencing Layout

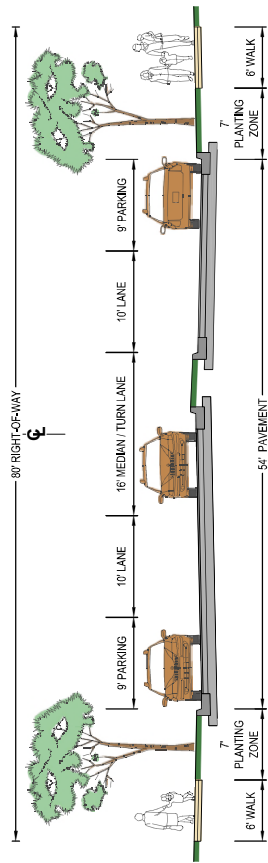
APPENDIX A
STREET GEOMETRIC STANDARDS
TABLE A-1

Table A-1

Street Dimension Requirements for Seawillow PDD						
Street Type	ROW Required (ft.)	Pavement Width Required (ft.)	ROW Provided (ft.)	Pavement Width Provided(ft.)	Sidewalk (ft.)	Planting Zone (ft.)
Arterial	80	N/A	80	54	6	7
Collector/Commercial Local	60	41	60	36	5	7
Residential Local (50' Lots)	50	31	50	30	5	5
Residential Local (Less than 50' Lots)	50	31	54	30	5	7
Commercial/Park Facing Alley	25	20	30	25	5	2.5
Residential Alley	20	15	20	15	5	2.5

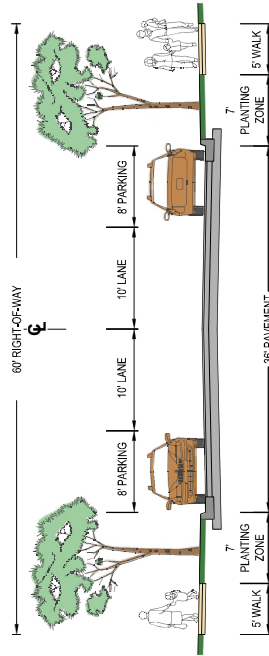
APPENDIX B

STREET SECTIONS



STREET SECTION - ARTERIAL

NOT TO SCALE



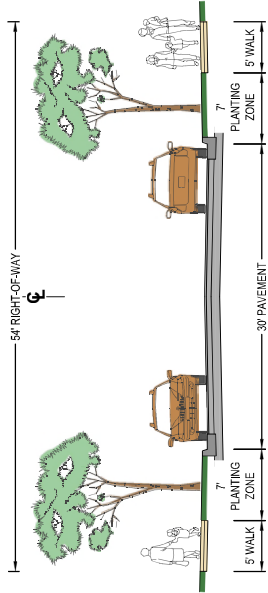
STREET SECTION - COLLECTOR / COMMERCIAL LOCAL

NOT TO SCALE



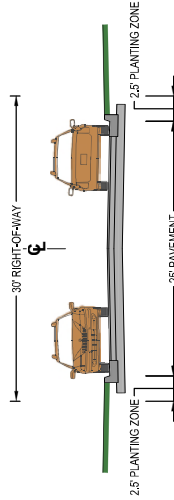
STREET SECTION - RESIDENTIAL LOCAL (50' LOTS)

NOT TO SCALE



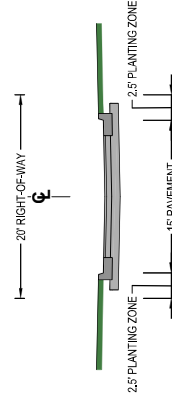
STREET SECTION - RESIDENTIAL LOCAL (<50' LOTS)

NOT TO SCALE



STREET SECTION - COMMERCIAL / PARK FACING ALLEY

NOT TO SCALE



STREET SECTION - RESIDENTIAL ALLEY

NOT TO SCALE



2121 E 6th STREET, SUITE 203
AUSTIN, TEXAS 78702

APPENDIX C

FENCING LAYOUT

EXHIBIT F

Home Buyer Disclosure Program

The PID Administrator for the Seawillow Ranch Public Improvement District (the “PID”) shall facilitate notice to prospective homebuyers in accordance with the following minimum requirements:

1. Record notice of the PID in the appropriate land records for the Property.
2. Require homebuilders to attach the Recorded Notice of the Authorization and Establishment of the PID and the final Assessment Roll for such Assessed Parcel (or if the Assessment Roll is not available for such Assessed Parcel, then a schedule showing the maximum 30-year payment for such Assessed Parcel) in an addendum to each residential homebuyer’s contract on brightly colored paper.
3. Collect a copy of the addendum signed by each buyer from homebuilders and provide to the City.
4. Require signage indicating that the Property for sale is located in a special assessment district and require that such signage be located in conspicuous places in all model homes.
5. Prepare and provide to homebuilders an overview of the existence and effect of the PID for those homebuilders to include in each sales packet of information that it provides to prospective homebuyers.
6. Notify homebuilders who estimate monthly ownership costs of the requirement that they must include special assessments in estimated Property taxes.
7. Notify Settlement Companies through the homebuilders that they are required to include special taxes on HUD 1 forms and include in total estimated taxes for the purpose of setting up tax escrows.
8. Include notice of the PID in the homeowner association documents in conspicuous bold font.
9. The City will include announcements of the PID on the City’s web site.

The Developer and the PID Administrator shall regularly monitor the implementation of this disclosure program and shall take appropriate action to require these notices to be provided when one of them discovers that any requirement is not being complied with.

EXHIBIT G

LANDOWNER AGREEMENT

This **LANDOWNER AGREEMENT** (the “Agreement”), is entered into as of _____, among the City of Lockhart, Texas (the “City”), a home-rule municipality of the State of Texas (the “State”), and _____, a Texas _____ (the “Landowner”).

RECITALS:

WHEREAS, capitalized terms used but not defined herein shall have the meanings given to them in the Service and Assessment Plan (as defined herein); and

WHEREAS, Landowner owns the Assessed Parcels described by a metes and bounds description attached as **Exhibit I** to this Agreement and which is incorporated herein for all purposes, comprising all of the non-exempt, privately-owned land described in **Exhibit I** (the “Landowner Parcel”) which is located within the Seawillow Ranch Public Improvement District (the “District”) in the City; and

WHEREAS, the City Council has adopted an assessment ordinance (including all exhibits and attachments thereto, the “Assessment Ordinance”) for the Authorized Improvements and the Service and Assessment Plan (as updated and amended, the “Service and Assessment Plan”) and which is incorporated herein for all purposes, and has levied an assessment on each Assessed Parcel in the District that will be pledged for the payment of certain infrastructure improvements and to pay the costs of constructing the Authorized Improvements that will benefit the Assessed Property; and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions attached to this Agreement as **Exhibit II** and which are incorporated herein for all purposes, includes the statutory notification required by Texas Property Code, Section 5.014, as amended, to be provided by the seller of residential property that is located in a public improvement district established under Chapter 372 of the Texas Local Government Code, as amended (the “PID Act”), to the purchaser.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, obligations and benefits hereinafter set forth, the City and the Landowner hereby contract, covenant and agree as follows:

DEFINITIONS; APPROVAL OF AGREEMENTS

Definitions. Capitalized terms used but not defined herein (including each exhibit hereto) shall have the meanings ascribed to them in the Service and Assessment Plan.

Affirmation of Recitals. The findings set forth in the Recitals of this Agreement are hereby incorporated as the official findings of the City Council.

I.
AGREEMENTS OF LANDOWNER

A. Affirmation and Acceptance of Agreements and Findings of Benefit. Landowner hereby ratifies, confirms, accepts, agrees to, and approves:

(i) the creation and boundaries of the District, and the boundaries of the Landowner's Parcel which are coterminous with the District, all as shown on Exhibit I, and the location and development of the Authorized Improvements on the Landowner Parcel and on the property within the District;

(ii) the determinations and findings as to the benefits by the City Council in the Service and Assessment Plan and the Assessment Ordinance; and

(iii) the Assessment Ordinance and the Service and Assessment Plan.

B. Acceptance and Approval of Assessments and Lien on Property. Landowner consents to, agrees to, acknowledges and accepts the following:

(i) each Assessment levied by the City on the Assessed Parcels within the District (the "Assessments"), as shown on the assessment roll attached as Appendix __ to the Service and Assessment Plan (the "Assessment Roll");

(ii) the Authorized Improvements specially benefit the District, and the Landowner's Parcel, in an amount at least equal to the Assessment levied on the Landowner's Parcel within the District, as such Assessment is shown on the Assessment Roll;

(iii) each Assessment is final, conclusive and binding upon Landowner and any subsequent owner of the Assessed Parcels, regardless of whether such landowner may be required to prepay a portion of, or the entirety of, such Assessment upon the occurrence of a mandatory prepayment event as provided in the Service and Assessment Plan;

(iv) the obligation to pay the Assessment levied on the Assessed Parcels owned by it when due and in the amount required by and stated in the Service and Assessment Plan and the Assessment Ordinance;

(v) each Assessment or reassessment, with interest, the expense of collection, and reasonable attorney's fees, if incurred, is a first and prior lien against the Assessed Parcels, superior to all other liens and monetary claims except liens or monetary claims for state, county, school district, or municipal ad valorem taxes, and is a personal liability of and charge against the owner of the Assessed Parcels regardless of whether such owner is named;

(vi) the Assessment lien on the Assessed Parcel is a lien and covenant that runs with the land and is effective from the date of the Assessment Ordinance and continues

until the Assessment is paid and may be enforced by the governing body of the City in the same manner that an ad valorem tax lien against real property may be enforced by the City;

(vii) delinquent installments of the Assessment shall incur and accrue interest, penalties, and attorney's fees as provided in the PID Act;

(viii) the owner of an Assessed Parcel may pay at any time the entire Assessment, with interest that has accrued on the Assessment, on any parcel in the Landowner Parcel;

(ix) the Annual Installments of the Assessments (as defined in the Service and Assessment Plan and Assessment Roll) may be adjusted, decreased and extended; and, the assessed parties shall be obligated to pay their respective revised amounts of the Annual Installments, when due, and without the necessity of further action, assessments or reassessments by the City, the same as though they were expressly set forth herein; and

(x) Landowner has received, or hereby waives, all notices required to be provided to it under Texas law, including the PID Act, prior to the Effective Date (defined herein).

C. Mandatory Prepayment of Assessments. Landowner agrees and acknowledges that Landowner or subsequent landowners may have an obligation to prepay an Assessment upon the occurrence of a mandatory prepayment event, at the sole discretion of the City and as provided in the Service and Assessment Plan, as amended or updated.

D. Notice of Assessments. Landowner further agrees as follows:

(i) the Declaration of Covenants, Conditions and Restrictions in the form attached hereto as **Exhibit II** shall be terms, conditions and provisions running with the Assessed Parcel and shall be recorded (the contents of which shall be consistent with the Assessment Ordinance and the Service and Assessment Plan as reasonably determined by the City), in the records of the County Clerk of Caldwell County, as a lien and encumbrance against such Assessed Parcel, and Landowner hereby authorizes the City to so record such documents against the Assessed Parcel owned by Landowner;

(ii) in the event of any subdivision, sale, transfer or other conveyance by the Landowner of the right, title or interest of the Landowner in the Landowner's Parcel or any part thereof, the Landowner's Parcel, or any such part thereof, shall continue to be bound by all of the terms, conditions and provisions of such Declaration of Covenants, Conditions and Restrictions and any purchaser, transferee or other subsequent owner shall take such Assessed Parcel subject to all of the terms, conditions and provisions of such Declaration of Covenants, Conditions and Restrictions; and

(iii) Landowner shall comply with, and shall contractually obligate (and promptly provide written evidence of such contractual provisions to the City) any party who purchases any Assessed Parcel owned by Landowner, or any portion thereof, for the purpose of constructing residential properties that are eligible for “homestead” designations under State law, to comply with, the Homebuyer Education Program described on **Exhibit III** to this Agreement. Such compliance obligation shall terminate as to each Lot if, and when, (i) a final certificate of occupancy for a residential unit on such Lot is issued by the City, and (ii) there is a sale of a Lot to an individual homebuyer, it being the intent of the undersigned that the Homebuyer Education Program shall apply only to a commercial builder who is in the business of constructing and/or selling residences to individual home buyers (a “Builder”) but not to subsequent sales of such residence and Lot by an individual home buyer after the initial sale by a Builder.

Notwithstanding the provisions of this Section, upon the Landowner’s request and the City’s consent, in the City’s sole and absolute discretion, the Declaration of Covenants, Conditions and Restrictions may be included with other written restrictions running with the land on property within the District, provided they contain all the material provisions and provide the same material notice to prospective property owners as does the document attached as **Exhibit II**.

II. OWNERSHIP AND CONSTRUCTION OF AUTHORIZED IMPROVEMENTS

A. **Ownership and Transfer of Authorized Improvements.** Landowner acknowledges that the portion of the Authorized Improvements benefitting the Landowner Parcel and the land (or easements, as applicable) needed therefor shall be owned by the City as constructed and/or conveyed to the City and Landowner will execute such conveyances and/or dedications of public rights of way and easements as may be reasonably required to evidence such ownership, as generally described on the current plats of the property within the District.

B. **Grant of Easement and License, Construction of Authorized Improvements.**

(i) Any subsequent owner of the Assessed Parcel shall, upon the request of the City or Landowner, grant and convey to the City or Landowner and its contractors, materialmen and workmen a temporary license and/or easement, as appropriate, to construct the Authorized Improvements on the Landowner Parcel within the District, to stage on the Landowner Parcel within the District construction trailers, building materials and equipment to be used in connection with such construction of the Authorized Improvements and for passage and use over and across parts of the property within the District as shall be reasonably necessary during the construction of the Authorized Improvements. Any subsequent owner of the Assessed Parcels may require that each contractor constructing the Authorized Improvements cause such owner of the Assessed Parcel to be indemnified and/or named as an additional insured under liability insurance reasonably acceptable to such owner of the Assessed Parcel. The right to use and enjoy

any easement and license provided above shall continue until the construction of the Authorized Improvements is complete; provided, however, any such license or easement shall automatically terminate upon the recording of the final plat for the Landowner's Parcel in the real property records of Caldwell County, Texas.

(ii) Landowner hereby agrees that any right or condition imposed by the Development Agreement, or other agreement, with respect to the Assessment has been satisfied, and that Landowner shall not have any rights or remedies against the City under the Development Agreement, or under any law or principles of equity concerning the Assessments, with respect to the formation of the District, approval of the Service and Assessment Plan and the City's levy and collection of the Assessments.

III. COVENANTS AND WARRANTIES; MISCELLANEOUS

A. Special Covenants and Warranties of Landowner.

Landowner represents and warrants to the City as follows:

(i) Landowner is duly organized, validly existing and, as applicable, in good standing under the laws of the state of its organization and has the full right, power and authority to enter into this Agreement, and to perform all the obligations required to be performed by Landowner hereunder.

(ii) This Agreement has been duly and validly executed and delivered by, and on behalf of, Landowner and, assuming the due authorization, execution and delivery thereof by and on behalf of the City and the Landowner, constitutes a valid, binding and enforceable obligation of such party enforceable in accordance with its terms. This representation and warranty is qualified to the extent the enforceability of this Agreement may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws of general application affecting the rights of creditors in general.

(iii) Neither the execution and delivery hereof, nor the taking of any actions contemplated hereby, will conflict with or result in a breach of any of the provisions of, or constitute a default, event of default or event creating a right of acceleration, termination or cancellation of any obligation under, any instrument, note, mortgage, contract, judgment, order, award, decree or other agreement or restriction to which Landowner is a party, or by which Landowner or Landowner's Parcel is otherwise bound.

(iv) Landowner is, subject to all matters of record in the Caldwell County, Texas Real Property Records, the sole owner of the Landowner's Parcel.

(v) The Landowner's Parcel owned by Landowner is not subject to, or encumbered by, any covenant, lien, encumbrance or agreement which would prohibit (i) the creation of the District, (ii) the levy of the Assessments, or (iii) the construction of the Authorized Improvements on those portions of the property within the District which are to be owned by the City, as generally described on the current plats of the property within

the District (or, if subject to any such prohibition, the approval or consent of all necessary parties thereto has been obtained).

(vi) Landowner covenants and agrees to execute any and all documents necessary, appropriate or incidental to the purposes of this Agreement, as long as such documents are consistent with this Agreement and do not create additional liability of any type to, or reduce the rights of, such Landowner by virtue of execution thereof.

B. Waiver of Claims Concerning Authorized Improvements. The Landowner, with full knowledge of the provisions, and the rights thereof pursuant to such provisions, of applicable law, waives any claims against the City and its successors, assigns and agents, pertaining to the installation of the Authorized Improvements.

C. Notices.

Any notice or other communication to be given to the City or Landowner under this Agreement shall be given by delivering the same in writing to:

To the City: Attn: City Manager
308 W San Antonio St
Lockhart, Texas 78644

With a copy to: Attn: Brad Bullock
Messer Fort PLLC
4201 W. Parmer Lane, Suite 150
Austin, Texas 78727

To the Developer: Attn: Tom Staub
212 E. 6th Street, Suite 203
Austin, Texas 78702
E-mail:tom@redoakvc.com

With a copy to: Attn: Drew Slone
Locke Lord LLP
2200 Ross Avenue, Suite 2800
Dallas, Texas 75201
E-mail:dslone@lockelord.com

Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed, or sent by electronic or facsimile transmission confirmed by mailing written confirmation at substantially the same time as such electronic or facsimile transmission, or personally delivered to an officer of the recipient as the address set forth herein.

Each recipient may change its address by written notice in accordance with this Section. Any communication addressed and mailed in accordance with this provision shall be deemed to be given when so mailed, any notice so sent by electronic or facsimile transmission shall be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person shall be deemed to be given when receipted for, or actually received by, the addressee.

D. Parties in Interest.

This Agreement is made solely for the benefit of the City and the Landowner and is not assignable, except, in the case of Landowner, in connection with the sale or disposition of all or substantially all of the parcels which constitute the Landowner Parcel. However, the parties expressly agree and acknowledge that the City, the Landowner, each current owner of any parcel which constitutes the Landowner Parcel, and the holders of or trustee for any bonds secured by Assessment Revenues or TIRZ Increment revenues of the City or any part thereof to finance the costs of the Authorized Improvements, are express beneficiaries of this Agreement and shall be entitled to pursue any and all remedies at law or in equity to enforce the obligations of the parties hereto. This Agreement shall be recorded in the real property records of Caldwell County, Texas.

E. Amendments.

This Agreement may be amended only by written instrument executed by the City and the Landowner. No termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the then-current owners of the property within the District and recorded in the Real Property Records of Caldwell County, Texas.

F. Effective Date.

This Agreement shall become and be effective (the "Effective Date") upon the date of final execution by the latter of the City and the Landowner and shall be valid and enforceable on said date and thereafter.

G. Estoppels.

Within 10 days after written request from a party hereto, the other party shall provide a written certification, indicating whether this Agreement remains in effect as to the Landowner Parcel, and whether any party is then in default hereunder.

H. Termination.

This Agreement shall terminate and be of no further force and effect as to the Landowner Parcel upon payment in full of the Assessment(s) against such Landowner Parcel.

[Signature pages to follow]

EXECUTED by the City and Landowner on the Effective Date.

Date: _____

CITY OF LOCKHART, TEXAS

By: _____
_____, Mayor

STATE OF TEXAS §
 §
COUNTY OF CALDWELL §

This instrument was acknowledged before me on the __ day of _____, 2024 by _____,
Mayor of the City of Lockhart, Texas on behalf of said City.

(SEAL)

Notary Public, State of Texas

Name printed or typed

Commission Expires: _____

[Signature Page Landowner Agreement]

LANDOWNER

a Texas _____,

By: _____
_____,
its manager

STATE OF TEXAS)
)
COUNTY OF _____)

This instrument was acknowledged before me on the __ day of _____, 2024, by _____ in his capacity as Manager of _____, known to be the person whose name is subscribed to the foregoing instrument, and that he executed the same on behalf of and as the act of Manager of _____.

Notary Public, State of Texas

My Commission Expires:

[Signature Page Landowner Agreement]

LANDOWNER AGREEMENT - EXHIBIT I
METES AND BOUNDS DESCRIPTION OF LANDOWNER'S PARCEL

LANDOWNER AGREEMENT - EXHIBIT II

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** (as it may be amended from time to time, this “Declaration”) is made as of _____ by _____ a Texas _____ (the “Landowner”).

RECITALS:

- A. The Landowner holds record title to that portion of the real property located in Caldwell County, Texas, which is described in the attached **Exhibit I** (the “Landowner’s Parcel”).
- B. The City Council of the City of Lockhart, Texas (the “City Council”) upon a petition requesting the establishment of a public improvement district covering the property within the District to be known as the Seawillow Ranch Public Improvement District (the “District”) by the then record owners taxable real property representing more than fifty percent (50%) of the appraised value of the real property liable for assessment (as determined by the most recent certified appraisal roll for Caldwell County) in the area requested to be included in the District and the record owners of taxable real property that constitute more than fifty percent (50 %) of all of the area of all taxable real property that are liable for assessment within the area requested to be included in the District, created such District, in accordance with the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the “PID Act”).
- C. The City Council has adopted an assessment ordinance to levy assessments for certain public improvements (including all exhibits and attachments thereto, the “Assessment Ordinance”) and the Service and Assessment Plan included as an exhibit to the Assessment Ordinance (as amended from time to time, the “Service and Assessment Plan”), and has levied the assessments (the “Assessments”) on property in the District.
- D. The statutory notification required by Texas Property Code, Section 5.014, as amended, to be provided by the seller of residential property that is located in a public improvement district established under Chapter 372 of the Texas Local Government Code, as amended, to the purchaser, is incorporated into this Declaration.

DECLARATIONS:

NOW, THEREFORE, the Landowner hereby declares that the Landowner’s Parcel is and shall be subject to, and hereby imposes on the Landowner’s Parcel, the following covenants, conditions and restrictions:

1. Acceptance and Approval of Assessments and Lien on Property:

- (a) Landowner accepts each Assessment levied on the Landowner’s Parcel owned by such Landowner.
- (b) The Assessment (including any reassessment, the expense of collection, and reasonable attorney’s fees, if incurred) is (a) a first and prior lien (the “Assessment”

Lien”) against the property assessed, superior to all other liens or claims except for liens or claims for state, county, school district or municipality ad valorem property taxes whether now or hereafter payable, and (b) a personal liability of and charge against the owners of the property to the extent of their ownership regardless of whether the owners are named. The Assessment Lien is effective from the date of the Assessment Ordinance until the Assessments are paid and may be enforced by the City in the same manner as an ad valorem property tax levied against real property that may be enforced by the City. The owner of any assessed property may pay, at any time, the entire Assessment levied against any such property. Foreclosure of an ad valorem property tax lien on property within the District will not extinguish the Assessment or any unpaid but not yet due Annual Installments of the Assessment, and will not accelerate the due date for any unpaid and not yet due Annual Installments of the Assessment.

It is the clear intention of all parties to this Declaration, that the Assessments, including any Annual Installments of the Assessments (as such Annual Installments may be adjusted, decreased or extended), are covenants that run with the Landowner’s Parcel and specifically binds the Landowner, its successors and assigns.

In the event of delinquency in the payment of any Annual Installment of the Assessment, the City is empowered to order institution of an action in district court to foreclose the related Assessment Lien, to enforce personal liability against the owner of the real property for the Assessment, or both. In such action the real property subject to the delinquent Assessment may be sold at judicial foreclosure sale for the amount of such delinquent property taxes and Assessment, plus penalties, interest and costs of collection.

2. Landowner or any subsequent owner of the Landowner’s Parcel waives:

- (a) any and all defects, irregularities, illegalities or deficiencies in the proceedings establishing the District and levying and collecting the Assessments or the annual installments of the Assessments;
- (b) any and all notices and time periods provided by the PID Act including, but not limited to, notice of the establishment of the District and notice of public hearings regarding the levy of Assessments by the City Council concerning the Assessments;
- (c) any and all defects, irregularities, illegalities or deficiencies in, or in the adoption of, the Assessment Ordinance by the City Council;
- (d) any and all actions and defenses against the adoption or amendment of the Service and Assessment Plan, the City’s finding of a ‘special benefit’ pursuant to the PID Act and the Service and Assessment Plan, and the levy of the Assessments; and
- (e) any right to object to the legality of any of the Assessments or the Service and Assessment Plan or to any of the previous proceedings connected therewith which occurred prior to, or upon, the City Council’s levy of the Assessments.

3. Amendments: This Declaration may be terminated or amended only by a document duly executed and acknowledged by the then-current owner(s) of the Landowner’s Parcel and

the City. No such termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the parties by whom approval is required as set forth above and recorded in the Real Property Records of Caldwell County, Texas.

4. **Third Party Beneficiary:** The City is a third-party beneficiary to this Declaration and may enforce the terms hereof.
5. **Notice to Subsequent Purchasers:** Upon the sale of a dwelling unit within the District, the purchaser of such property shall be provided a written notice that reads substantially similar to the following:

TEXAS PROPERTY CODE SECTION 5.014

NOTICE OF OBLIGATION TO PAY PUBLIC IMPROVEMENT DISTRICT ASSESSMENT TO THE CITY OF LOCKHART, CALDWELL COUNTY, TEXAS CONCERNING THE PROPERTY AT [Street Address]

As the purchaser of this parcel of real property, you are obligated to pay an assessment to the City of Lockhart, Texas, for improvement projects undertaken by a public improvement district under Chapter 372 of the Texas Local Government Code, as amended. The assessment may be due in periodic installments.

The amount of the assessment against your property may be paid in full at any time together with interest to the date of payment. If you do not pay the assessment in full, it will be due and payable in annual installments (including interest and collection costs). More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the City of Lockhart, _____ Lockhart, Texas 78____.

Your failure to pay the assessment or the annual installments could result in a lien and in the foreclosure of your property.

Signature of Purchaser(s) _____ Date: _____

The seller shall deliver this notice to the purchaser before the effective date of an executory contract binding the purchaser to purchase the property. The notice may be given separately, as part of the contract during negotiations, or as part of any other notice the seller delivers to the purchaser. If the notice is included as part of the executory contract or another notice, the title of the notice prescribed by this section, the references to the street address and date in the notice, and the purchaser's signature on the notice may be omitted.

EXECUTED by the undersigned on the date set forth below to be effective as of the date first above written.

LANDOWNER

a Texas _____,

By: _____
_____,
its manager

STATE OF TEXAS)
)
COUNTY OF _____)

 This instrument was acknowledged before me on the __ day of _____, 2024, by
_____ in his capacity as Manager of _____, known to
be the person whose name is subscribed to the foregoing instrument, and that he executed the same
on behalf of and as the act of Manager of _____.

Notary Public, State of Texas

My Commission Expires:

LANDOWNER AGREEMENT - EXHIBIT III

HOMEBUYER EDUCATION PROGRAM

As used in this **Exhibit III**, the recorded Notice of the Authorization and Establishment of the Seawillow Ranch Public Improvement District and the Declaration of Covenants, Conditions and Restrictions in **Exhibit II** of this Agreement are referred to as the “Recorded Notices.”

1. Any Landowner who is a Builder shall attach the Recorded Notices and the final Assessment Roll for such Assessed Parcel (or if the Assessment Roll is not available for such Assessed Parcel, then a schedule showing the maximum 30-year payment for such Assessed Parcel) as an addendum to any residential homebuyer’s contract.
2. Any Landowner who is a Builder shall provide evidence of compliance with Paragraph 1 above, signed by such residential homebuyer, to the City.
3. Any Landowner who is a Builder shall prominently display signage in its model homes, if any, substantially in the form of the Recorded Notices.
4. If prepared and provided by the City, any Landowner who is a Builder shall distribute informational brochures about the existence and effect of the District in prospective homebuyer sales packets.
5. Any Landowner who is a Builder shall include Assessments in estimated property taxes, if such Builder estimates monthly ownership costs for prospective homebuyers.

EXHIBIT H
Certification for Payment Form

The undersigned is an agent for _____ (the “Developer”) and requests payment from the Improvement Account of the Project Fund (as defined in the Bond Indenture) from the City of Lockhart, Texas (the “City”) in the amount of \$_____ for labor, materials, fees, and/or other general costs related to the creation, acquisition, or construction of certain Authorized Improvements related to the Seawillow Ranch Public Improvement District. Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Bond Indenture.

In connection to the above referenced payment, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this payment request form on behalf of the Developer and is knowledgeable as to the matters set forth herein.
2. The payment requested for the below referenced Authorized Improvement(s) has not been the subject of any prior payment request submitted for the same work to the City or, if previously requested, no disbursement was made with respect thereto.
3. The amount listed for the Authorized Improvement(s) below is a true and accurate representation of the Actual Costs associated with the creation, acquisition, or construction of said Authorized Improvement(s); and such costs: (i) are in compliance with the Bond Indenture; and (ii) are consistent with the Service and Assessment Plan.
4. The Developer is in compliance with the terms and provisions of the Development Agreement, the Bond Indenture, and the Service and Assessment Plan.
5. All conditions set forth in the Bond Indenture for the payment hereby requested have been satisfied.
6. The work with respect to the Authorized Improvement(s) referenced below (or their completed segment, section or portion thereof) has been completed and the City may begin inspection of the Authorized Improvement(s).
7. The Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

Payments requested are as follows:

- a. X amount to Person or Account Y for Z goods or services.
- b. Etc.

As required by the Indenture, the Actual Costs for the Authorized Improvement(s) shall be paid as follows:

Authorized Improvement:	Amount to be paid from the Project Fund	Total Cost of Authorized Improvement

Attached hereto, are receipts, purchase orders, Change Orders, and similar instruments which support and validate the above requested payments.

Pursuant to the Development Agreement, after receiving this payment request, the City is authorized to inspect the Authorized Improvement (or completed, section or portion thereof segment) and confirm that said work has been completed in accordance with all applicable governmental laws, rules, and Plans.

I hereby declare that the above representations and warranties are true and correct.

a Texas limited liability company

By:

By:

By: _____
Name:
Its: Manager

Date:_____

APPROVAL OF REQUEST BY CITY

The undersigned is in receipt of the attached Certification for Payment. After reviewing the Certification for Payment, the Certification for Payment is approved and the Trustee is directed to disburse the requested payments from the Improvement Account of the Project Fund, in accordance with the Certification for Payment. The City's approval of the Certification for Payment shall not have the effect of estopping or preventing the undersigned from asserting claims under the Indenture, the Service and Assessment Plan, any other agreement between the parties or that there is a defect in the Authorized Improvement.

CITY OF LOCKHART, TEXAS

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT I
Closing Disbursement Request

The undersigned is an agent for _____, (the “Developer”) and requests payment from:

[the Cost of Issuance Account of the Project Fund] [the Improvement Account of the Project Fund] from _____, (the “Trustee”) in the amount of ____ DOLLARS (\$ _____) for costs incurred in the establishment, administration, and operation of the Seawillow Ranch Public Improvement District (the “District”), as follows:

Closing Costs Description	Cost	PID Allocated Cost
TOTAL		

In connection to the above referenced payments, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Closing Disbursement Request on behalf of the Developer and is knowledgeable as to the matters set forth herein.
2. The payment requested for the above referenced establishment, administration, and operation of the District at the time of the delivery of the PID Bonds has not been the subject of any prior payment request submitted to the City.
3. The amount listed for the below itemized costs is a true and accurate representation of the Authorized Improvement Costs incurred by Developer with the establishment of the District at the time of the delivery of the PID Bonds, and such costs are in compliance with and within the costs as set forth in the Service and Assessment Plan.
4. The Developer is in compliance with the terms and provisions of the Development Agreement, the Indenture, and the Service and Assessment Plan.
5. All conditions set forth in the Indenture for the payment hereby requested have been satisfied.
6. The Developer agrees to cooperate with the City in conducting its review of the requested payment and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

Payments requested hereunder shall be made as directed below:

- a. X amount to Person or Account Y for Z goods or services.
- b. Payment instructions

I hereby declare that the above representations and warranties are true and correct.

_____,
a Texas limited liability company

By: _____
Texas limited liability company
Its Manager

By:

By: _____
Name:
Its: Manager

Date: _____

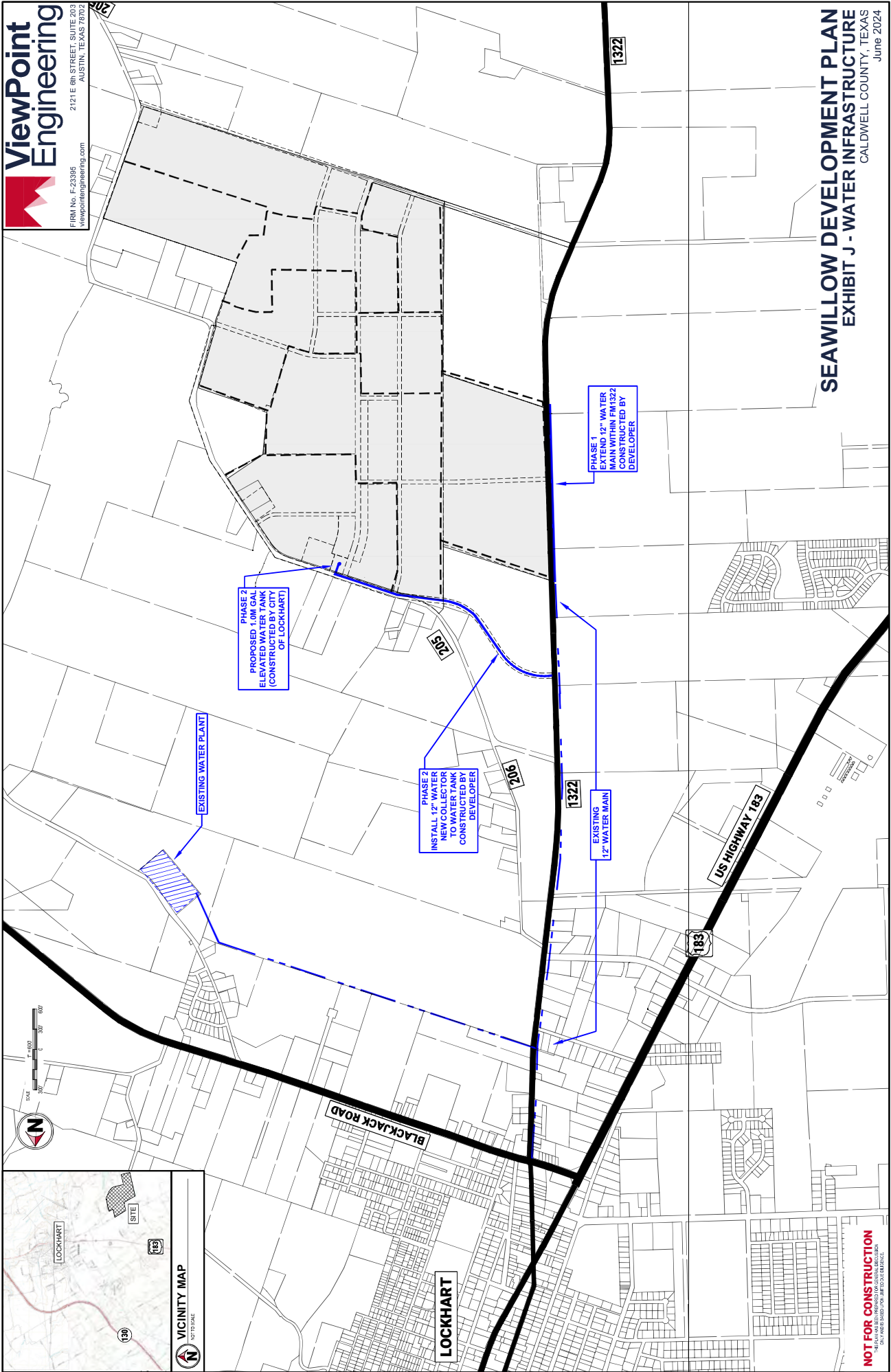
APPROVAL OF REQUEST BY CITY

The City is in receipt of the attached Closing Disbursement Request, acknowledges the Closing Disbursement Request, and finds the Closing Disbursement Request to be in order. After reviewing the Closing Disbursement Request, the City approves the Closing Disbursement Request to the extent set forth below and authorizes and directs payment by Trustee in such amounts and from the accounts listed below, to the Developer or other person designated by the Developer herein.

CITY OF LOCKHART, TEXAS

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT J
Water System Improvements



NOT FOR CONSTRUCTION
 THIS PLAN IS A PRELIMINARY DESIGN AND IS NOT TO BE USED FOR CONSTRUCTION. IT IS THE RESPONSIBILITY OF THE USER TO OBTAIN ALL NECESSARY PERMITS AND TO VERIFY THE ACCURACY OF THE INFORMATION PROVIDED HEREON.

EXHIBIT K
Wastewater System Improvements

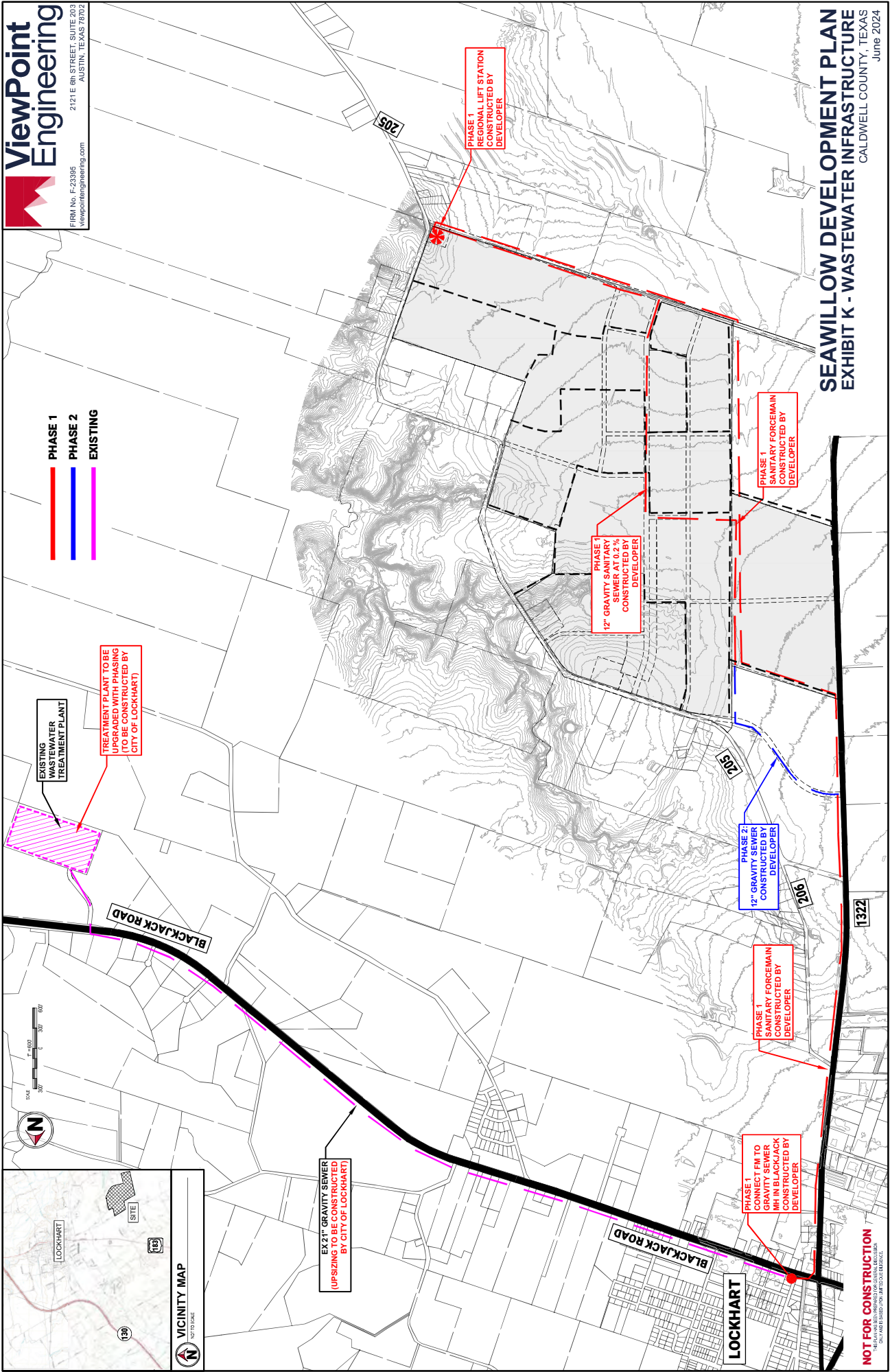


EXHIBIT L
Roadway System Improvements

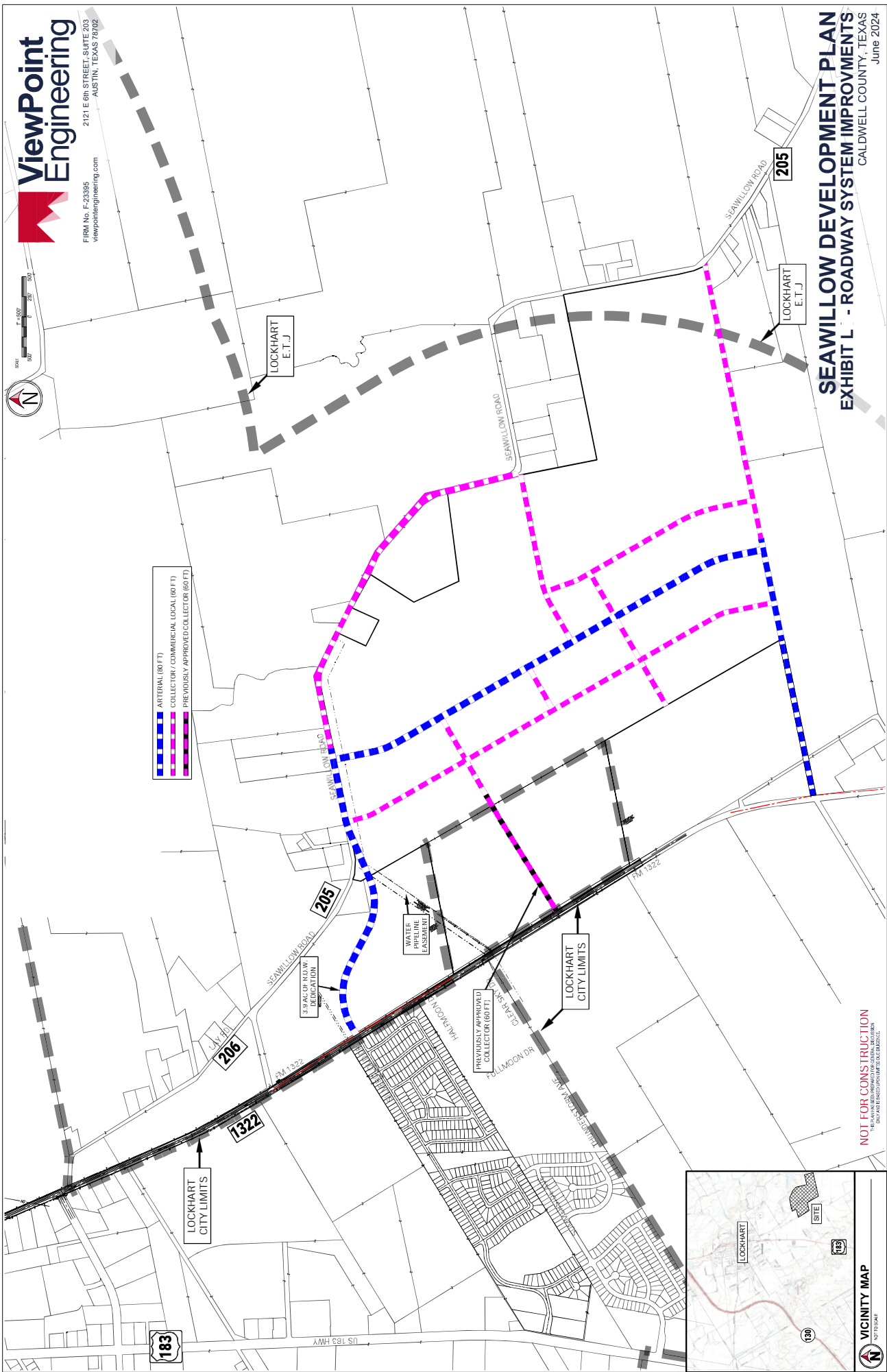


EXHIBIT L1
Off-Site Roadway Improvements

CALDWELL COUNTY, TEXAS
June 2024

THIS PLAN HAS BEEN PREPARED FOR GENERAL DISCUSSION ONLY AND IS BASED UPON LIMITED DUE DILIGENCE.



EXHIBIT M

ESCROW AND IMPROVEMENT AGREEMENT

THIS ESCROW and IMPROVEMENT AGREEMENT (this "Agreement") is entered into to be effective as of _____ ("Effective Date"), by and between the City of Lockhart, Texas ("City") and _____ ("Developer"). (Developer and City are sometimes collectively referred to herein as the "Parties").

RECITALS

A. Developer and City have entered into a Development Agreement ("DA") with an Effective Date of June 18, 2024. Pursuant to the DA, the Parties have agreed that the Developer will fund public improvements for the design and construction of a _____ (the "City Project") which will serve the Developer's property located at _____, Developer shall tender to the City one or more cashier's checks or bank wires as payment for their Pro-Rata share cost of constructing the City Project in the amount of \$_____ for construction of the City Project (the "Escrow Funds"). The City shall fund the cost of the _____ in excess of the amount escrowed by the Developer. The Developer shall not be responsible for any additional financial contributions towards the _____.

B. The purpose of this Agreement is to set forth the procedure to be used by City to withdraw the Escrow Funds which funds will be used by the City to design and construct the City Project as described in Exhibit "A", within the City's _____ easement.

C. The Developer and City contributions towards construction of the _____ has been determined by the Parties in the DA and City to be a utility/roadway system improvement benefiting the Developer's property as well as future development to the _____ system and each Party's contribution is based on terms of the DA.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, and for other good and valuable consideration the receipt, sufficiency and adequacy of which the parties hereto mutually acknowledge the parties hereto hereby agree to the following:

1. Escrow of Funds. As of the Effective Date hereof, Developer has deposited with the City a cashier's check in the amount of \$_____ the Escrowed Funds and shall be used by the City for construction of the City Project, or as otherwise provided by this Agreement.

2. Disbursement of the Escrowed Funds. City, subject to the provisions hereinafter set forth, shall disburse funds from the Escrowed Funds as follows:

A. The City from time to time shall have the right to withdraw such amounts from the Escrowed Funds that are sufficient to compensate the contractor(s)/consultants selected by the City for the construction of the City Project.

B. Upon completion of the City Project, any Escrowed Funds remaining after the City has certified to Developer in writing: (1) that the construction of the City Project is complete; and (2) that City has taken possession of the City Project, then the City shall refund to Developer any remaining Escrow Funds to the Developer. If the Escrowed Funds are insufficient to fund the Developer's share of the public improvements, Developer shall deposit sufficient funds with the City to cover any such deficiencies.

C. The City shall construct the City Project on or before_____. Developer shall provide City access to the Property so that City may connect the City Project to the Developer's project. In the event, that City is unable to construct the City Project, the Developer shall be reimbursed unspent escrowed funds.

4. Information on Escrowed Funds. If requested by Developer, the City shall promptly provide all information on the balance and location of the Escrowed Funds and an accounting of how the Escrowed Funds have been utilized.

5. Entire Agreement. This Agreement and amendments thereto contain the entire agreement of the parties hereto with respect to the subject matter hereof, and this Agreement can be amended only by written agreement signed by all of the parties hereto.

6. Binding Effect. This Agreement, and the terms, covenants and conditions herein contained shall inure to the benefit of and be binding upon the successors and assigns of each of the parties hereto.

7. Attorneys' Fees. In the event any party to this Agreement should bring suit against another party in respect of any matters provided for herein, the prevailing party shall be entitled to recover from such other party(ies) its costs of court, legal expenses and reasonable attorneys' fees in connection with such suit.

8. Time. Time is of the essence in all things pertaining to the performance of this Agreement.

9. Applicable Law. The construction and validity of this Agreement shall be governed by the laws of the State of Texas and venue lies in Caldwell County, Texas.

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

11. Grammatical Construction. Wherever appropriate, the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice versa.

12. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall be construed as one and the same instrument.

Effective date is _____.

DEVELOPER:

By: _____
(Name)Title

Executed: _____

Address: _____

CITY:

CITY OF LOCKHART, TEXAS

By: _____
Lew White, Mayor

Executed: _____

Address:
City of Lockhart, Texas
Street
Lockhart, Texas 78
Phone:
Fax:

ATTEST:

, City Secretary

APPROVED AS TO FORM:

Brad Bullock, City Attorney

Exhibit “A” City Project

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: April 15, 2025

AGENDA ITEM CAPTION: Discuss a professional services agreement for engineering, legal, and financial review for a development agreement for a proposed residential development on approximately 280 acres located on Robin Ranch Road approximately 4,800 feet west of South Colorado Street/US 183.

ORIGINATING DEPARTMENT AND CONTACT: Development Services - David Fowler

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: The applicant has expressed interest in developing the Livengood property southwest of the current city limits. The applicant has expressed interest in creating a Municipal Utility District (MUD) that would potentially utilize City water and wastewater services. To date, City staff has seen only very schematic details of the potential design of the development. However, from discussion with the applicant, it appears that the proposed development is primarily residential in nature, with the possibility of a school site and a daycare center within the development. Most of the development area is within the City's Extraterritorial Jurisdiction (ETJ) and also within the City's water and wastewater CCN area. It is expected that the agreement would bring the entirety of the development both into the ETJ and into the CCN. Because the site is at least 2,600 feet from the nearest point in the City, it is expected that the property would be developed as an ETJ MUD with the possibility of annexation in the future.

The proposed professional service agreement is designed to establish an escrow account to facilitate the legal, engineering, and financial review of the project up to the point at which an agreement is reached.

PROJECT SCHEDULE (if applicable): None established, but the project timeline will develop as the development agreement is negotiated.

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): The applicant has provided the City with \$20,000 to deposit into an escrow account to cover the professional review expenses for the planned development.

PREVIOUS COUNCIL ACTION: None.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COMMITTEE/BOARD/COMMISSION ACTION: None

STAFF RECOMMENDATION/REQUESTED MOTION: Approval of the professional services agreement for approximately 280 acres located on Robin Ranch Road

LIST OF SUPPORTING DOCUMENTS: Professional Services Agreement - Livengood_Developer Signed_04.08.2025, Livengood Property, Livengood Presentation_20250415

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this “**Agreement**”), dated the ____ day of _____, 2025 (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 PACKSADDLE REAL ESTATE PARTNERS, LLC, a Texas limited liability company (the “**Developer**”).

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 more particularly described in EXHIBIT A attached hereto (the “**Property**”) to be known as “Livengood” (the “**Project**”); and

WHEREAS, the Developer desires that the City perform a water and wastewater system feasibility study to determine the availability of services to the Project and to determine if certain system improvements are necessary to provide water and wastewater services to the Project; and

WHEREAS, the Developer desires that a municipal utility district (“**MUD**”) be created to help finance certain public improvements necessary to provide water, wastewater, drainage and roadway facilities, and development amenities for the Project; and

WHEREAS, the Developer hereby agrees to pay for Professional Services (defined herein) of any consultants reasonably required by the City and approved in writing by the Developer (collectively, the “**Consultants**”); 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; and

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 conduct the utility feasibility. Furthermore, the City will incur fees to negotiate, develop, draft, and consider various concepts and documents in connection with its consideration of the MUD, including but not limited to the following: appraisal, legal publications, notices, public hearing expenses, attorney's fees, 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 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 the City and the Developer 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 purposed; specifically:

EXHIBIT A – Property Metes and Bounds Description

3. Developer Payment. 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 may elect to: (i) 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, or (ii) negotiate in good faith to amend this Agreement to provide for a reasonable amount of additional payment by Developer. The payment(s) made by the Developer under this Agreement are not contingent upon any outcome of the negotiations between the City and the Developer.

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; (c) obligate the City to consent to the creation of a MUD for the Project; or (d) 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 5(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 upon delivering to the other party written notice of termination. Unless earlier terminated by Developer or the City, this Agreement shall automatically terminate when the City has consented to the creation of the MUD and entered into any associated development agreements with the Developer. Upon termination of this Agreement for any reason, any balance of the Developer Payment and any balance of any additional payment(s) made by Developer under this Agreement that exceed the City's fees, costs and expenses incurred as of termination shall be returned to Developer. The City shall take all reasonable steps necessary to terminate the accrual of costs to the Developer.

7. Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding Professional Services.

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

9. 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 Lane, C-150
Austin, Texas 78727
Attn: Bradford E. Bullock
Telephone: 512-600-2308

To the Developer:

Packsaddle Real Estate Partners, LLC
12909 Dessau Rd
Austin, TX 78754
Attn: Scott Rempe, Managing Partner

With a copy to:

Talley Williams
Metcalf Wolff Stuart & Williams
221 W 6th St. #1300
Austin, TX 78701

10. 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.

11. 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.

12. 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.

13. 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.

14. Successors and Assigns. Neither City nor Developer may assign or transfer their interest in the Agreement without prior written consent of the other Party.

15. 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.

16.

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

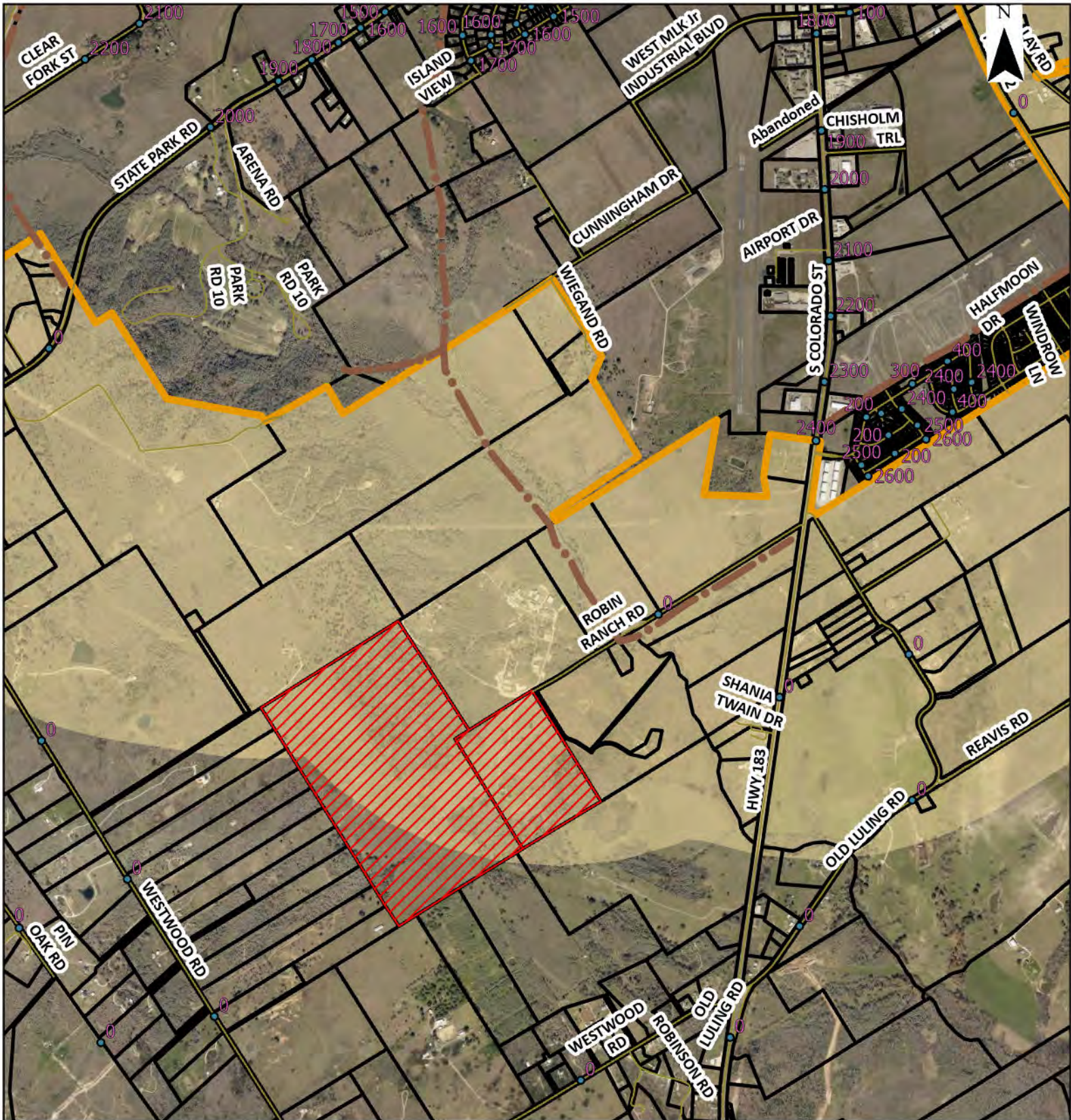
By: _____
Steven Lewis, City Manager

DEVELOPER:

Packsaddle Real Estate Partners, LLC,
a Texas limited liability company

By:  _____
Scott Rempe, Managing Partner

EXHIBIT A



CITY OF
Lockhart
TEXAS

This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey, and represents only the approximate relative location of property boundaries.

0 1,000 2,000 Feet

Map Legend

-  LIVENGOOD PROPERTY
-  PARCELS
-  HIKING TRAIL
-  CITY LIMITS
-  LOCKHART

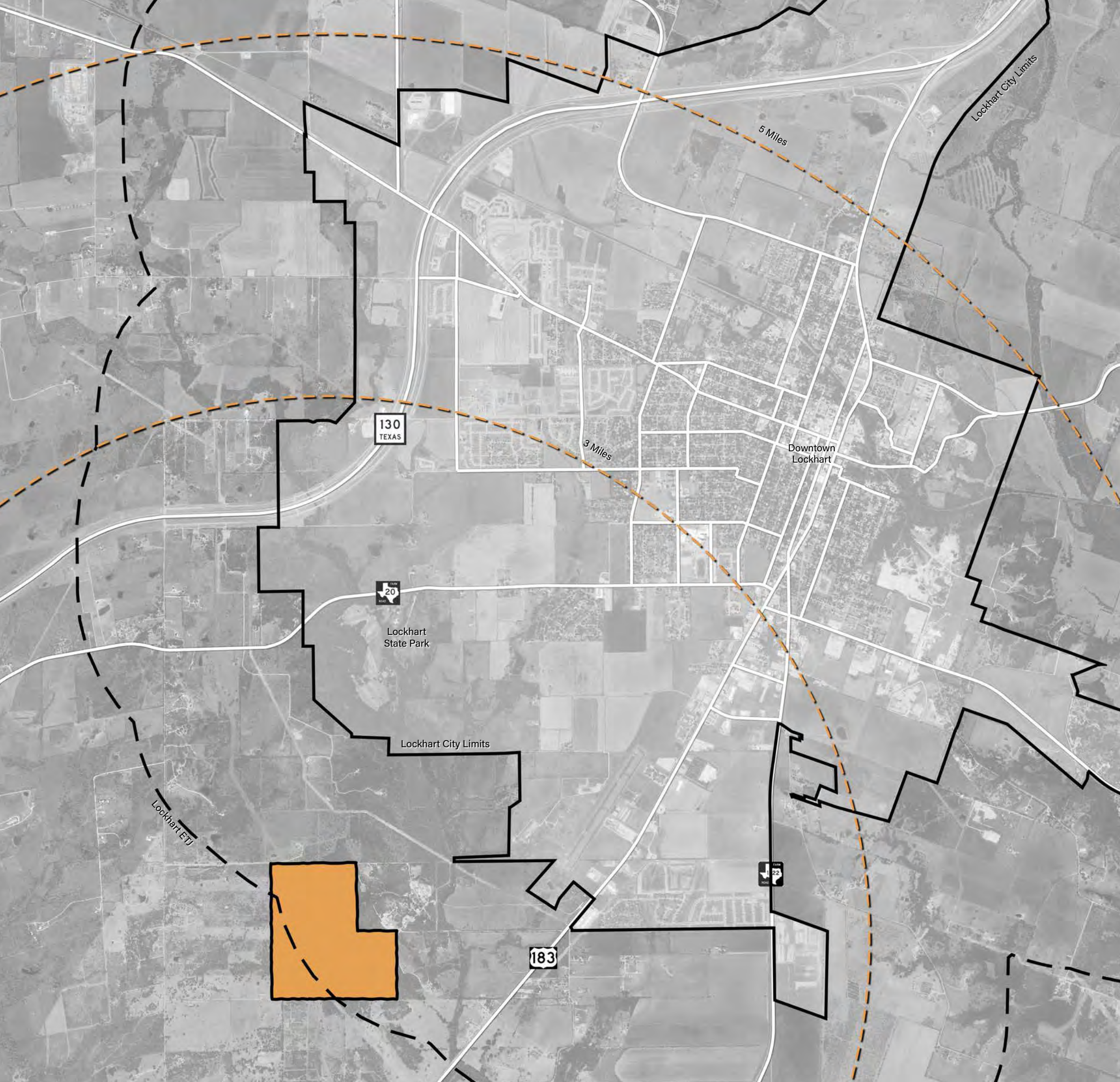


LIVENGOOD

LOCKHART, TEXAS

PREPARED for PACKSADDLE PARTNERS by RVi PLANNING + LANDSCAPE ARCHITECTURE



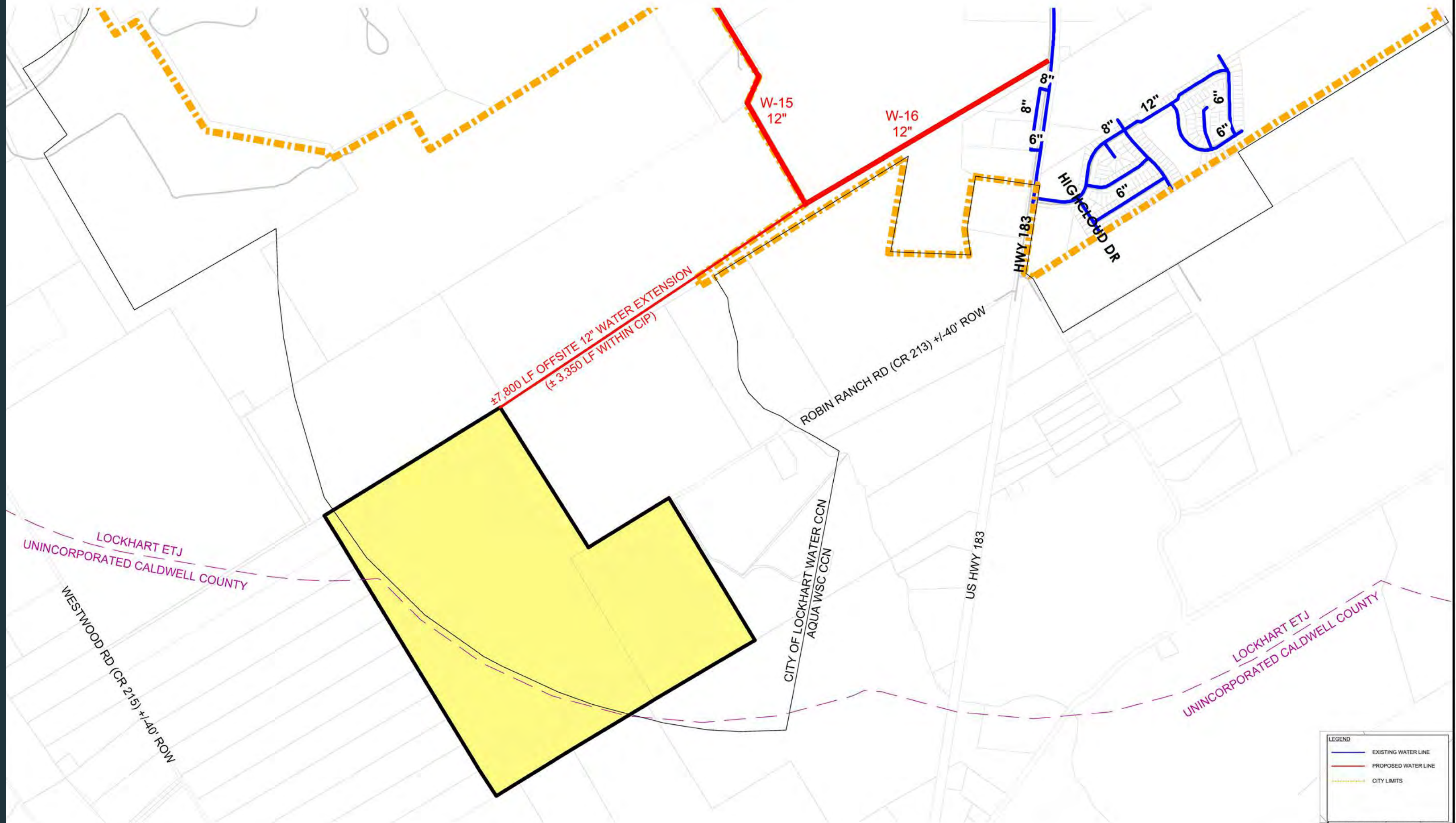


LIVENGOOD TRACT

Located adjacent to The Pegasus School and a short 3 miles from Downtown Lockhart. This site is partially withing the Lockhart ETJ.



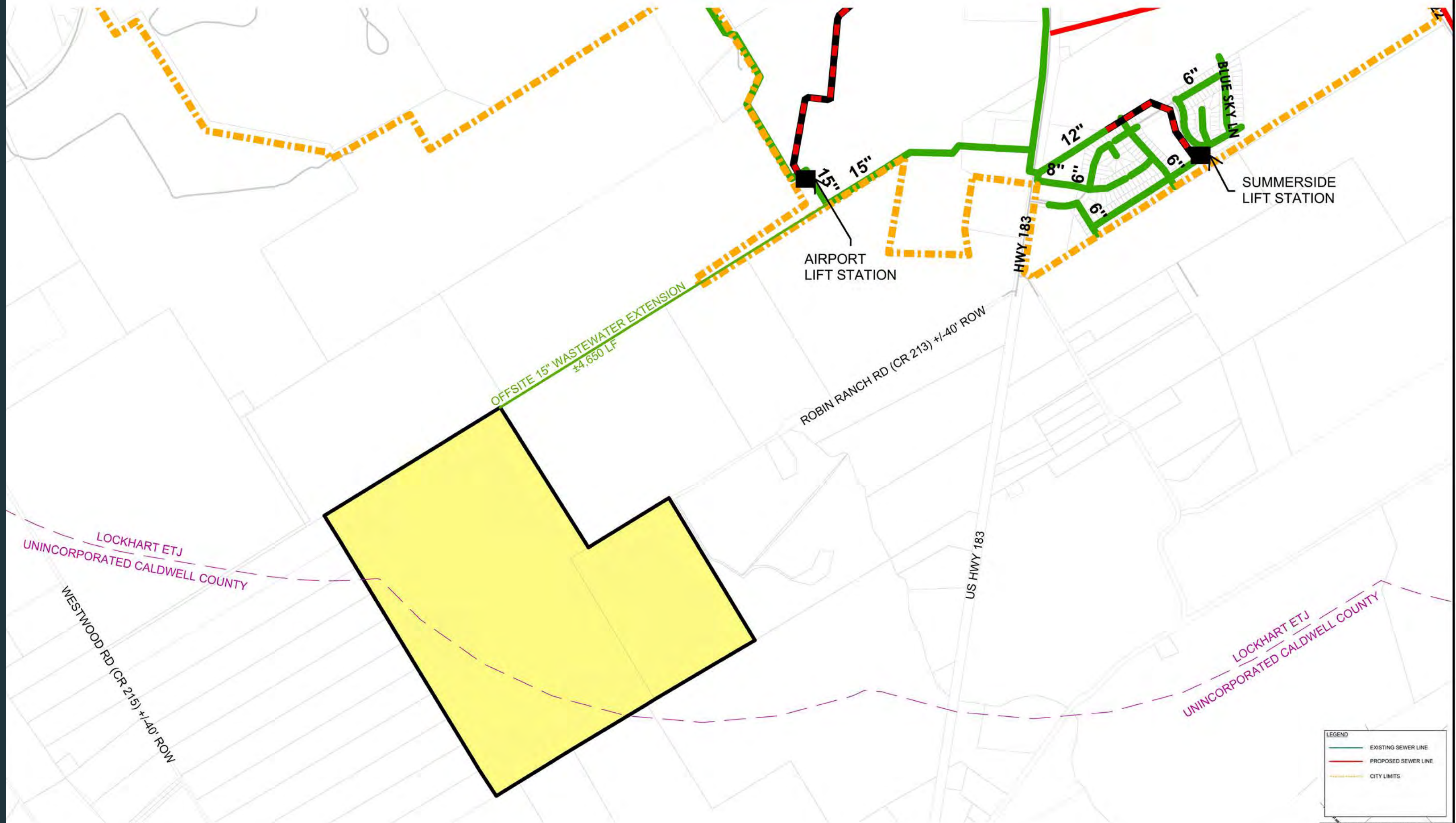
LIVENGOOD WATER EXHIBIT



LEGEND	
—	EXISTING WATER LINE
—	PROPOSED WATER LINE
- - -	CITY LIMITS

PROJECT NO. 1737-11844	DRAWN BY: KLH
DATE: 06/12/2024	CHECKED BY:
8834 N. Capital of Texas Hwy., Suite 140	
Austin, Texas 78759	
TEL: 512-452-0871	
FAX: 512-454-9933	
TBP/ESS FIRM #2546	

LIVENGOOD WASTEWATER EXHIBIT



LEGEND	
—	EXISTING SEWER LINE
---	PROPOSED SEWER LINE
---	CITY LIMITS

PROJECT NO. 1737-11844	DRAWN BY: KLH
DATE: 08/12/2024	CHECKED BY:
8834 N. Capital of Texas Hwy., Suite 140	
Austin, Texas 78759	
(512) 452-0871	
FAX: (512) 454-9933	
TBP/ESS FIRM #2546	

GRAY ENGINEERING

FRAMEWORK PLAN

USE	ACREAGE DENSITY YIELD		
RESIDENTIAL SINGLE FAMILY	225.0		
NON-RESIDENTIAL			
AMENITY CORE	4.0		
DAYCARE	4.0		
MAJOR ROW	13.0		
PARKS/OPEN SPACE/DRAINAGE/ BUFFERS	32.9		
TOTAL	278.9	4.2	1173

ENTRY AND MONUMENTATION

DETENTION

COMMUNITY TRAIL NETWORK

- Green Link connecting neighborhoods

COMMUNITY SIGNAGE

NEIGHBORHOOD PARK, TYP.

- Centrally Located so Programmed Open Space is within a 10-minute walk
- High Point

LEGEND

Property Boundary (278.9 Ac.)

SLOPE LEGEND

- Slopes 15% - 25%
- Slopes 25% +

COMMUNITY PARK AND DETENTION

ARRIVAL SEQUENCE

- Proposed Realignment of Collectors
- Limit 4 way intersections
- Moves people more deliberately through site to promote community

Robin Ranch Road (CR 213)

COMMUNITY CORE

- Amenity Center and Retail in shared community space

EXISTING HOMESTEAD

- Amenity Opportunity
- Great views into open space
- Opportunity for pedestrian open space connections

STEEP SLOPES (15% +)

- Avoid roadway crossing and pushing lots too aggressively
- Great opportunity for premium lots backing up to open space views

FUTURE CONNECTION

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: April 15, 2025

AGENDA ITEM CAPTION: Presentation and discussion regarding update on the Feasibility Study for the implementation of Railroad Quiet Zones (RRQZ).

ORIGINATING DEPARTMENT AND CONTACT: Public Works - Sean Kelley

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: On April 16, 2024, the City Engineer was authorized to conduct a feasibility study regarding the process of establishing Railroad Quiet Zones. As part of the Railroad Quiet Zone feasibility study, TRC has completed the following:

- Obtained traffic count data at each of the existing railroad crossings with proposed railroad quiet zone
- Analyzed and determined Quiet Zone Risk Index
- Obtained approval in concept for the establishment of railroad quiet zone indices from FRA
- Developed conceptual exhibits with proposed improvements at railroad crossings and estimated costs for improvements.
- Contacted FRA, TxDOT railroad coordinator, and UPRR to set up a virtual pre-diagnostic meeting to discuss proposed improvements at railroad crossings.

TRC contacted Union Pacific Railroad (UPRR) to set up a virtual pre-diagnostic meeting and were told that the City of Lockhart would need to enter into a reimbursement agreement with UPRR prior to setting up the meeting and/or reviewing conceptual exhibits for proposed improvements. TRC has researched if other entities were required to enter a reimbursement with UPRR for the establishment of railroad quiet zones and discovered that the City of Seguin, TX had entered into an agreement with UPRR for \$50,000 last year.

This process appears in line with UPRR's request for agreement to be in place prior to initiating any evaluations or meeting with the Authority (City of Lockhart). UPRR stated the reimbursement agreement with City of Lockhart would be an estimated amount of \$75,000.00.

Tonight, staff is seeking Council direction to determine if proceeding with a UPRR Reviewal Agreement Reimbursement is the desire of Council given the additional costs. Authorizing the UPRR agreement does not guarantee approval of the project by the Federal Railroad Administration. Additional Supplementary Safety Measures (SSMs) may be required to meet the requirements of establishing a RRQZ.

PROJECT SCHEDULE (if applicable):

City of Lockhart, Texas

Council Agenda Item Cover Sheet

AMOUNT & SOURCE OF FUNDING:

Funds Required: \$75,000

Account Number: 100-5633-903-00

Funds Available: -

Account Name: Architectural & Engineering

FISCAL NOTE (if applicable): The Council-approved engineering feasibility study was \$38,664. The previous project cost estimate reviewed at the November 19, 2024 Council meeting was \$250,000 and included engineering design and construction costs. If approved, the funding source for the Railroad Quiet Zone project is General Fund balance.

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Direct staff.

LIST OF SUPPORTING DOCUMENTS: RRQZ Presentation April 15, 2025, Quiet Zone

Railroad Quiet Zone Feasibility Study

City of Lockhart, Texas

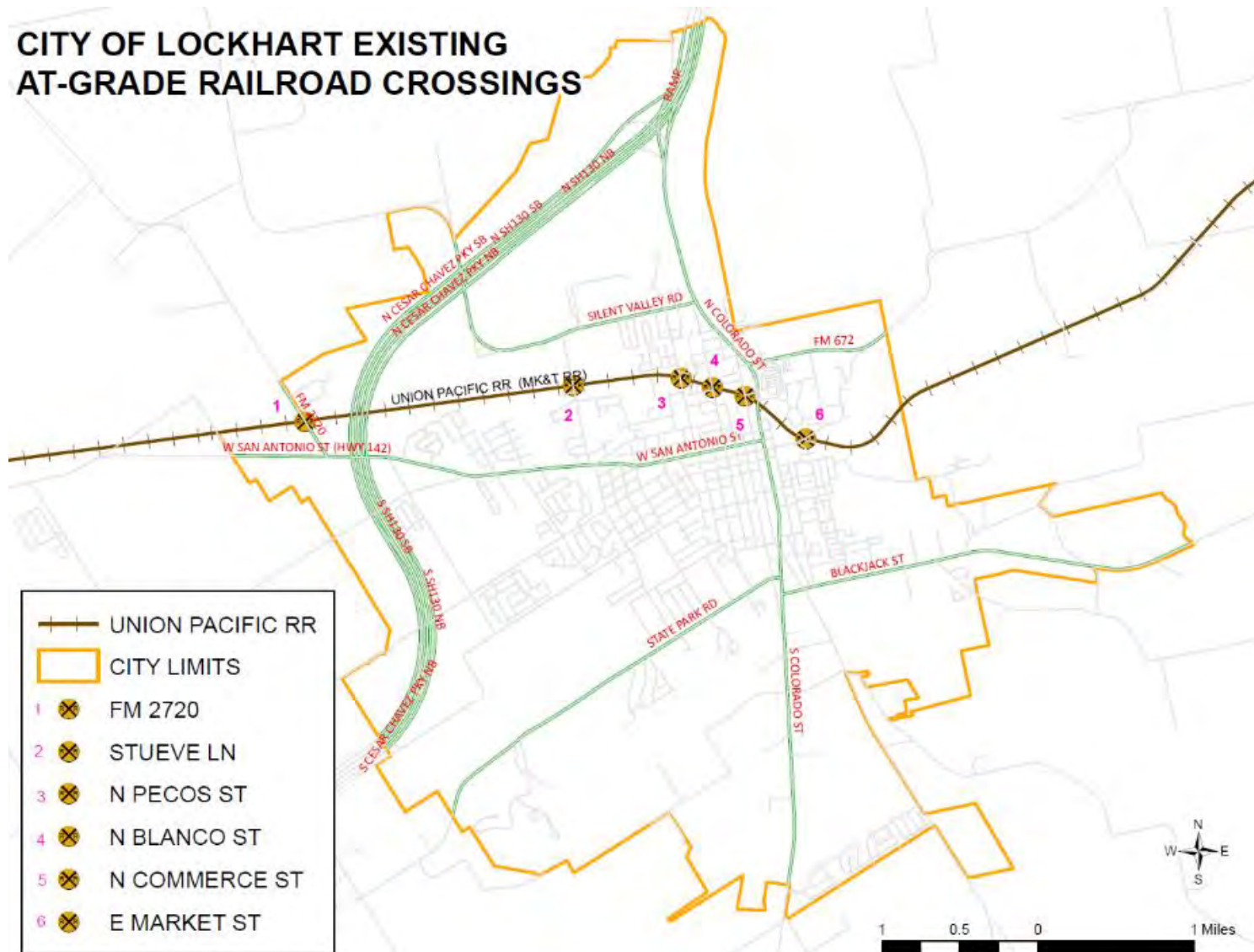
April 15, 2025

SUPPORTING

[DOING]

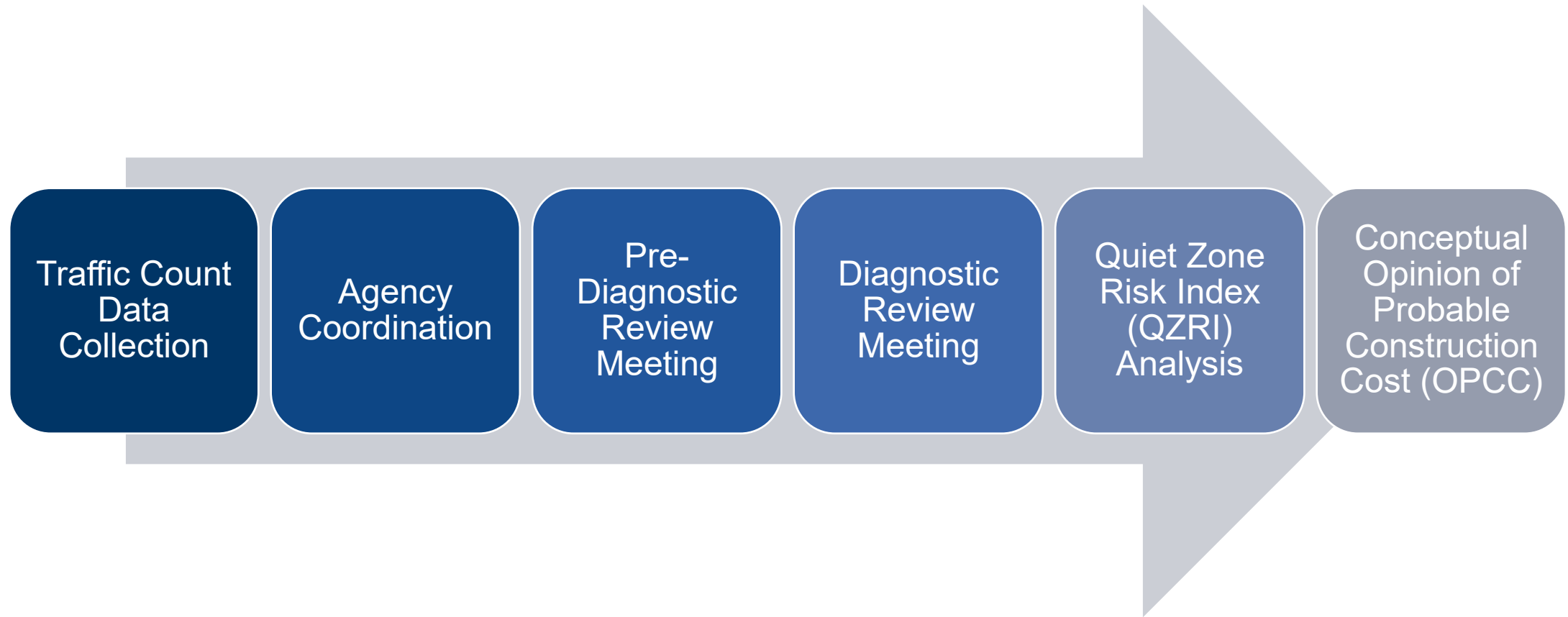
LEADING

Project Background

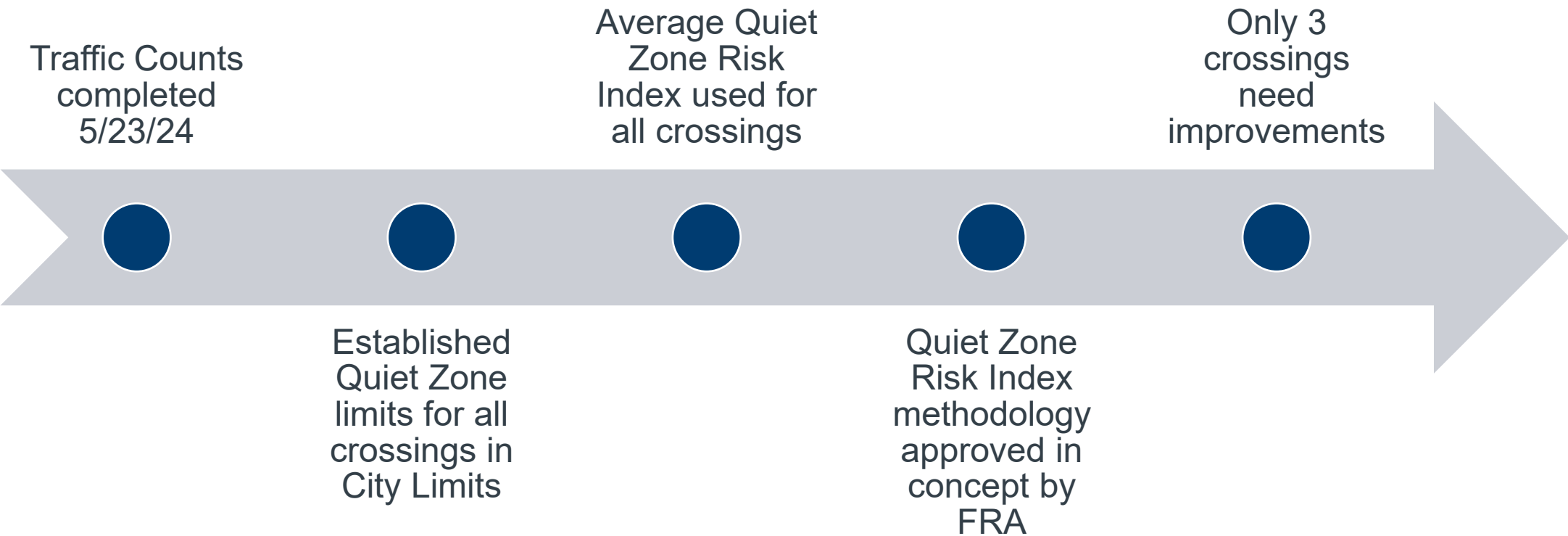


Goal is to meet Railroad Quiet Zone requirements by reducing Quiet Zone Risk Index below Risk Index with Horns through use of supplementary safety measures (SSMs).

Engineering Services – Scope of Work



Feasibility Study Items Completed



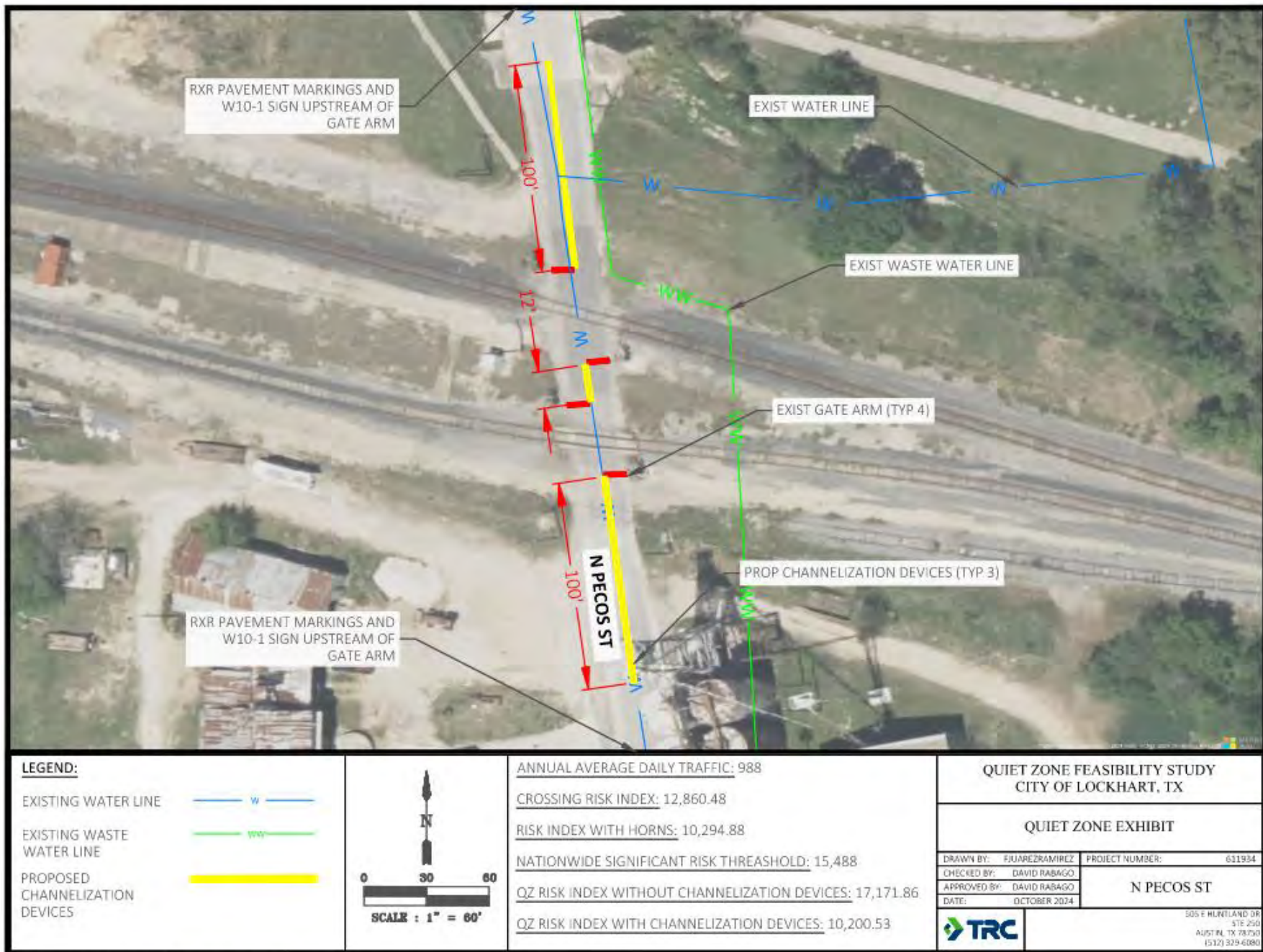
Proposed Supplementary Safety Measures (SSMs)



Channelization Devices







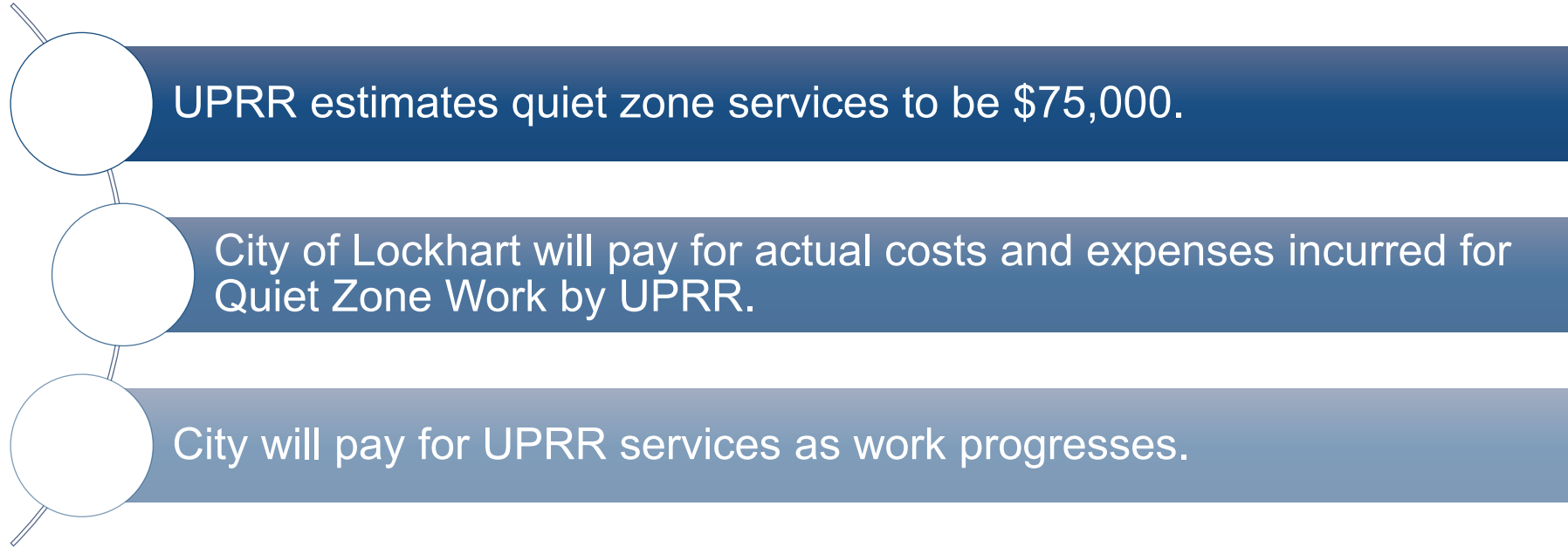
Estimated Total Project Cost

Proposed improvements to three crossings:

- FM 2720
- Stueve Lane
- N. Pecos St.

Estimated Total Project Cost ~ \$250,000

UPRR Reimbursement Agreement for Quiet Zone Services



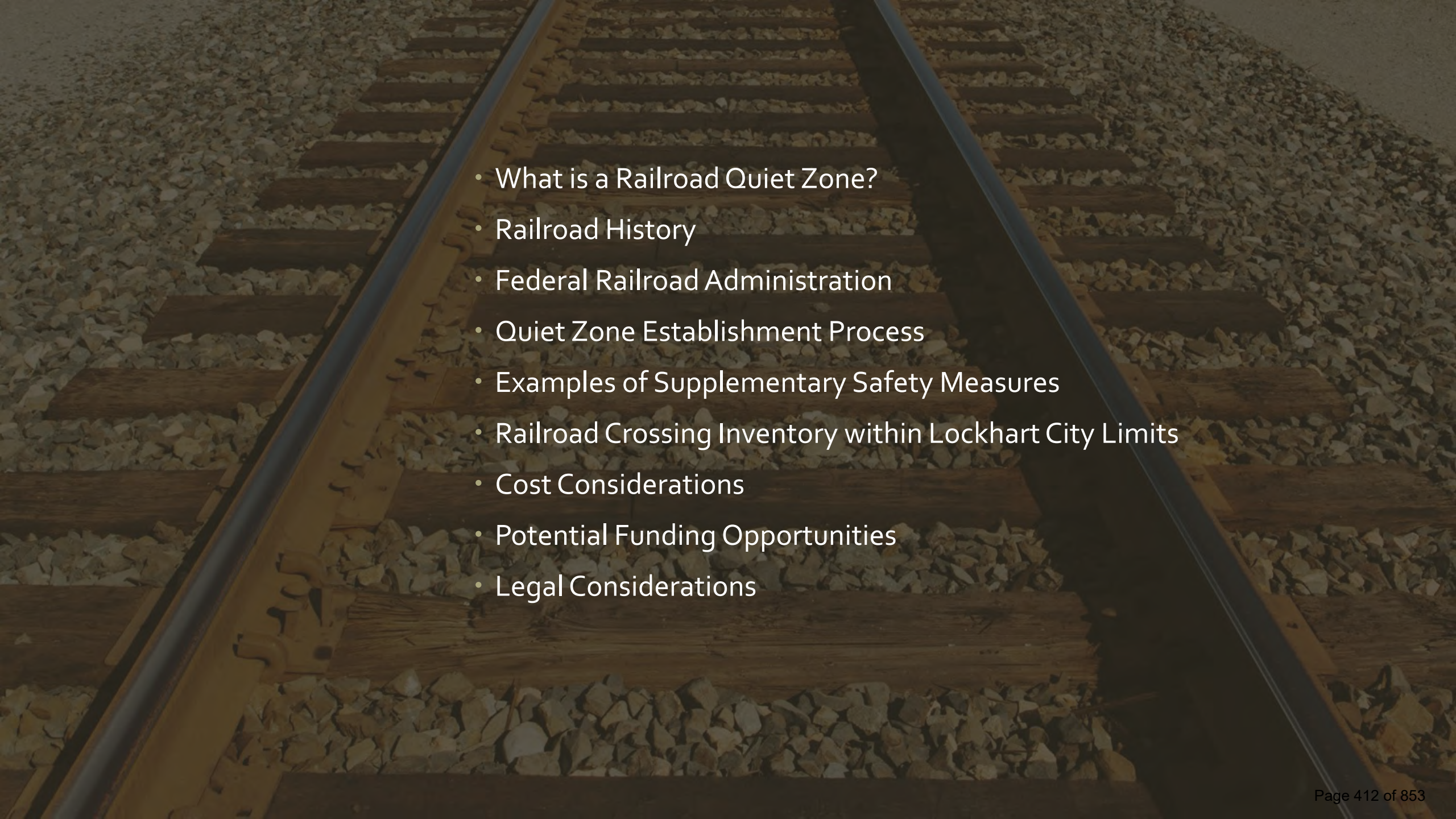
Next Steps

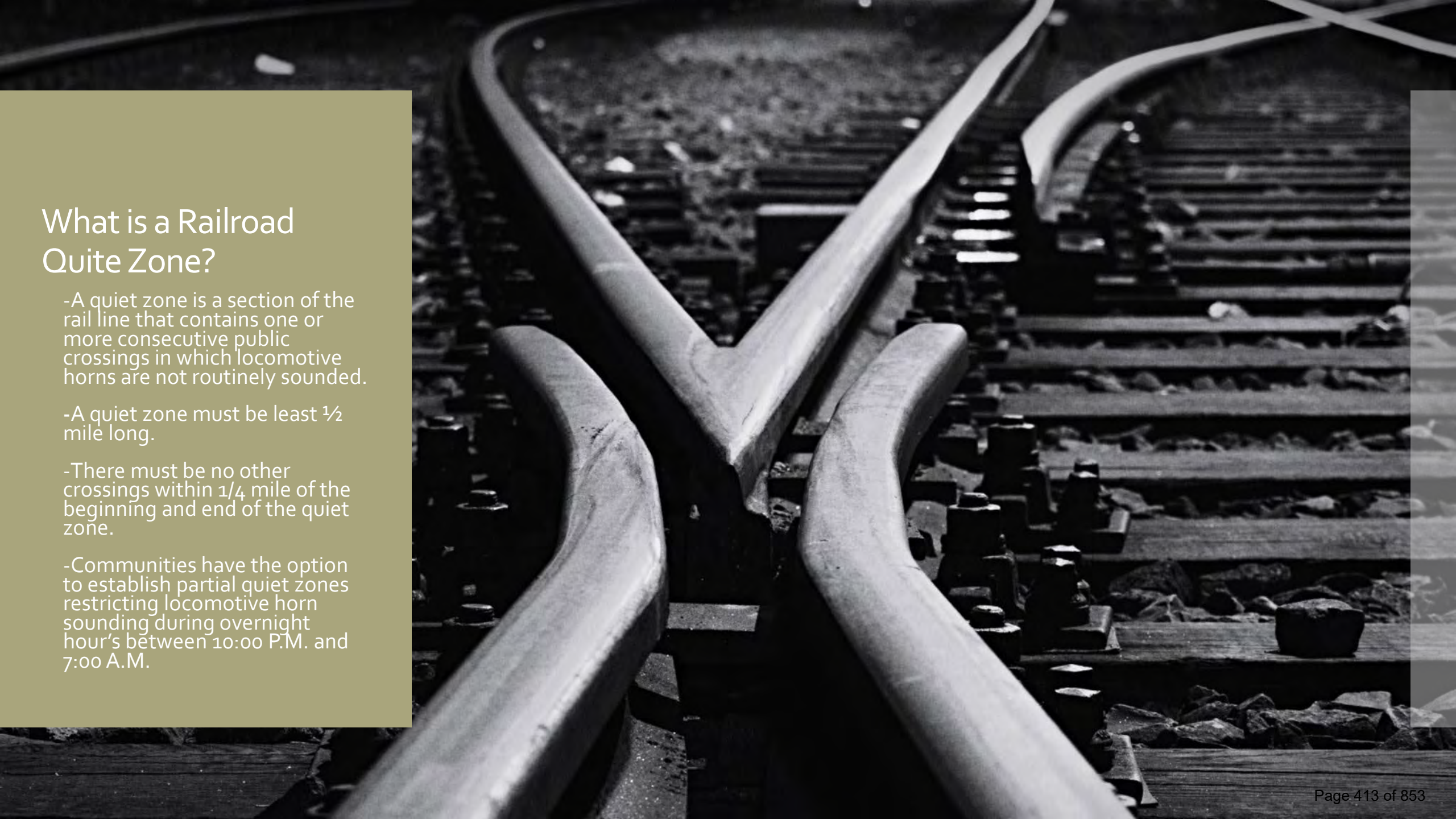


Questions?

Railroad Quiet Zone (RRQZ)



- 
- What is a Railroad Quiet Zone?
 - Railroad History
 - Federal Railroad Administration
 - Quiet Zone Establishment Process
 - Examples of Supplementary Safety Measures
 - Railroad Crossing Inventory within Lockhart City Limits
 - Cost Considerations
 - Potential Funding Opportunities
 - Legal Considerations



What is a Railroad Quiet Zone?

- A quiet zone is a section of the rail line that contains one or more consecutive public crossings in which locomotive horns are not routinely sounded.

- A quiet zone must be at least $\frac{1}{2}$ mile long.

- There must be no other crossings within $\frac{1}{4}$ mile of the beginning and end of the quiet zone.

- Communities have the option to establish partial quiet zones restricting locomotive horn sounding during overnight hours between 10:00 P.M. and 7:00 A.M.

Figure A-3: UP Network and Subdivisions in Texas

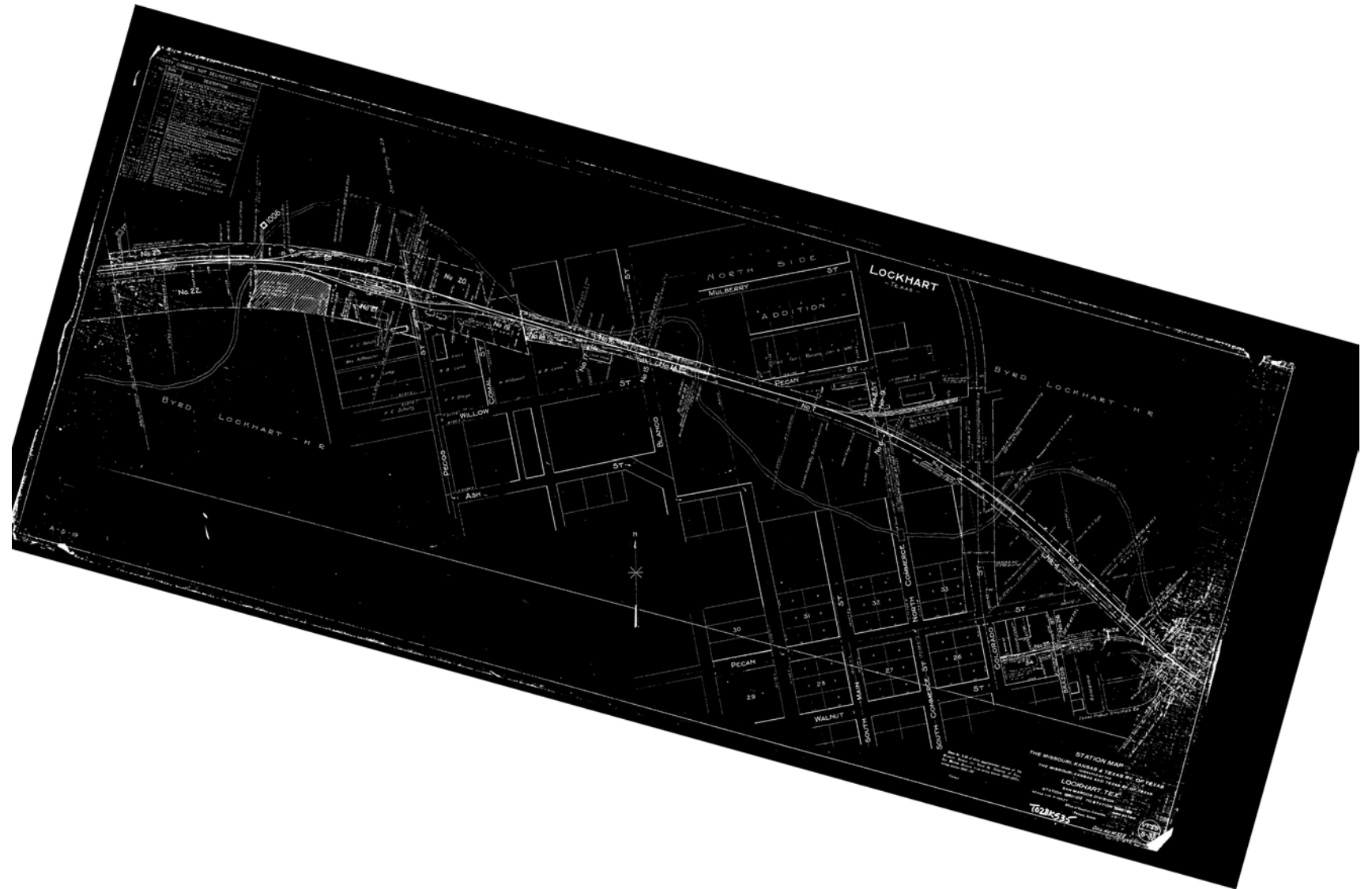


Union Pacific Railroad Network in Texas

Subdivision	Lockhart
Division	San Antonio
Owner	Union Pacific Railroad
Operator	Union Pacific Railroad
Subdivision Route / Mileage	Total 51.9 miles
FRA Track Class	Class 3
Track Configuration	Single main track with one passing siding
Maximum Authorized Speed Freight	40 mph
Maximum Authorized Speed Passenger	N/A
Wayside Signals	Automatic Block Signal System (ABS)
Method of Operation	ABS Track Warrant Control (TWC)
Maximum Allowable Gross Weight	286,000 lbs.
Clearances	Can accommodate double-stack intermodal equipment
Current Line Density (2017) in Annual Gross Tons per Mile (in Millions)	18-22 MGT
Average Number of Trains per Day	Unknown
Industrial Leads	N/A

History

- The railroad has a long-standing history in the City of Lockhart. Some deeds dating back to 1887 or earlier.
- Union Pacific Railroad has ownership rights to the railroad in the City of Lockhart.
- Union Pacific has transportation routes spanning 31,900 miles.
- The railroad in Lockhart stretches from Katy to San Marcos down to San Antonio.



History (Cont.)

- Texas has 181 registered quiet zones across various railroads.
- The railroad in Lockhart traffic movements is an east-to-west direction only.
- The railroad through Lockhart see on average 5-10 trains in a 24-hour period and varies throughout the year (Luling averages 30+ trains/day).
- Top speed for locomotives in Lockhart is 40 mph .



Federal Railroad Administration



The Federal Railroad Administration (FRA) is committed to reducing the number of collisions at rail grade crossings.



The Train Horn Rule became effective on June 24, 2005, setting a national standard for sounding train horns at public highway-grade crossings to time based. The rule also established the criteria for establishing quiet zones.



Federal regulations require that locomotive horns begin sounding 15-20 seconds before entering public highway-rail grade crossings, no more than $\frac{1}{4}$ mile in advance.



Only public authorities, the governmental entity are responsible for traffic control or law-enforcement at the crossings, is permitted to create quite zones.

Quiet Zone Establishment Process

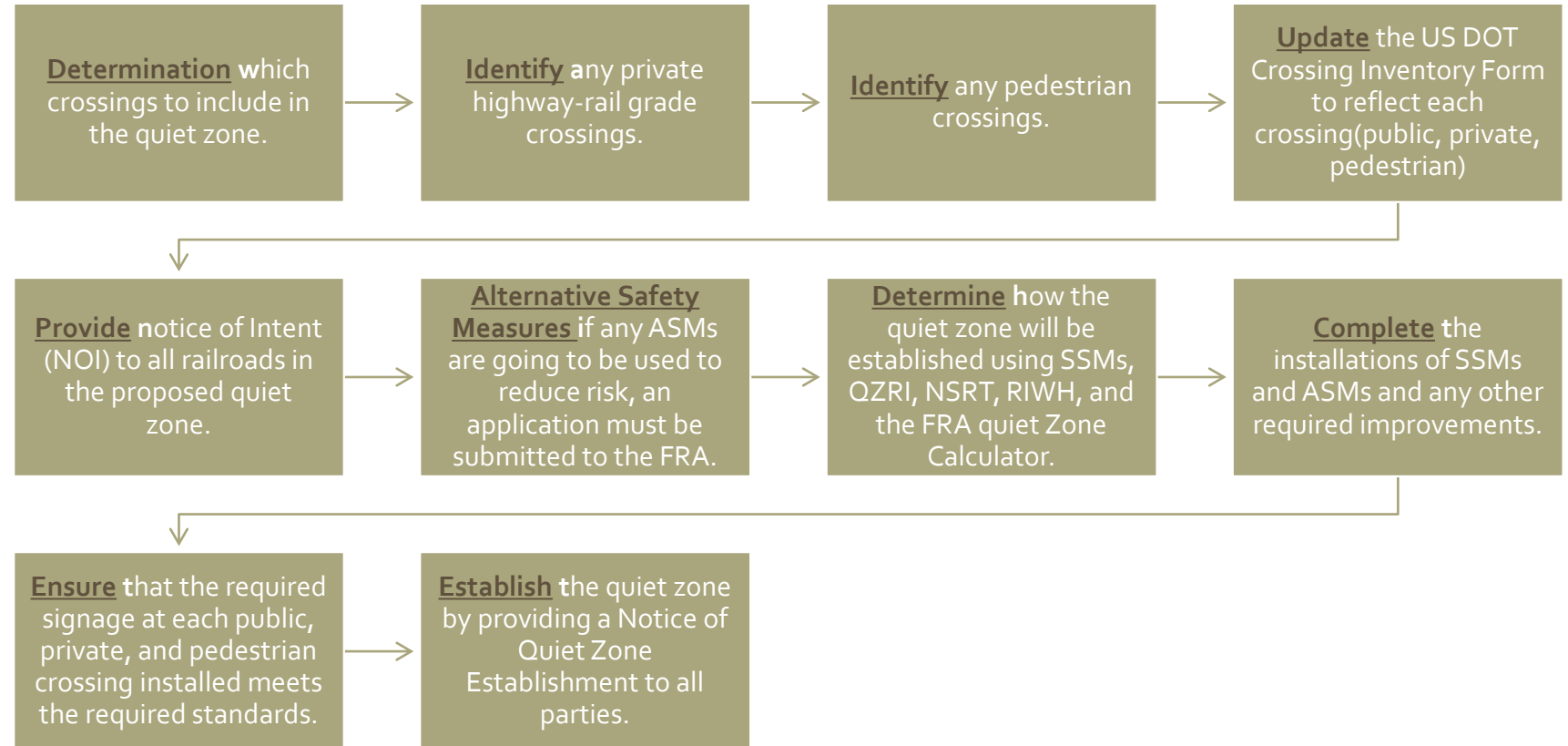
- Because the absence of routine horn sounding increases the risk of a collision, a public authority that desires to establish a quiet zone will be required to mitigate this additional risk.
- At a minimum, each public highway-crossing within a quiet zones must be equipped with active warning devices: flashing lights, gates, constant warning time devices and power out indicators.
- In a quiet zone engineers have no legal duty to sound the horn, but may exercise discretion during emergency situations (i.e. the presence of a vehicle or a person on the track).
- Under federal regulations, engineers must sound the horn to warn railroad maintenance employees or contractors working on the tracks.
- Horns are also blown at any upstream or downstream crossing that are not within the quiet zone.

Quiet Zone Establishment Process (Cont.)

- In order to create quiet zones, one of the following conditions must be met:
 - ❑ The Quiet Zones Risk Index (QZRI) is less than or equal to the National Significant Risk Threshold (NSRT) with or without additional safety measures such as Supplementary Safety Measures (SSMs) or Alternative Safety Measures (ASMs).
 - ❑ The QZRI is less than or equal to the Risk index with Horns (RIWH) with additional safety measures.
 - ❑ Install SSMs at every public-highway crossing. This is the best method to reduce risk in a proposed quiet zone and enhance safety.

Quiet Zone Establishment Process (Cont.)

Example of Steps taken to establish Quiet Zones



Examples of Supplementary Safety Measures (SSMs)



Crossing Closures



Gates with Channelization Devices

Four Quadrants Gate System



Gates with Medians

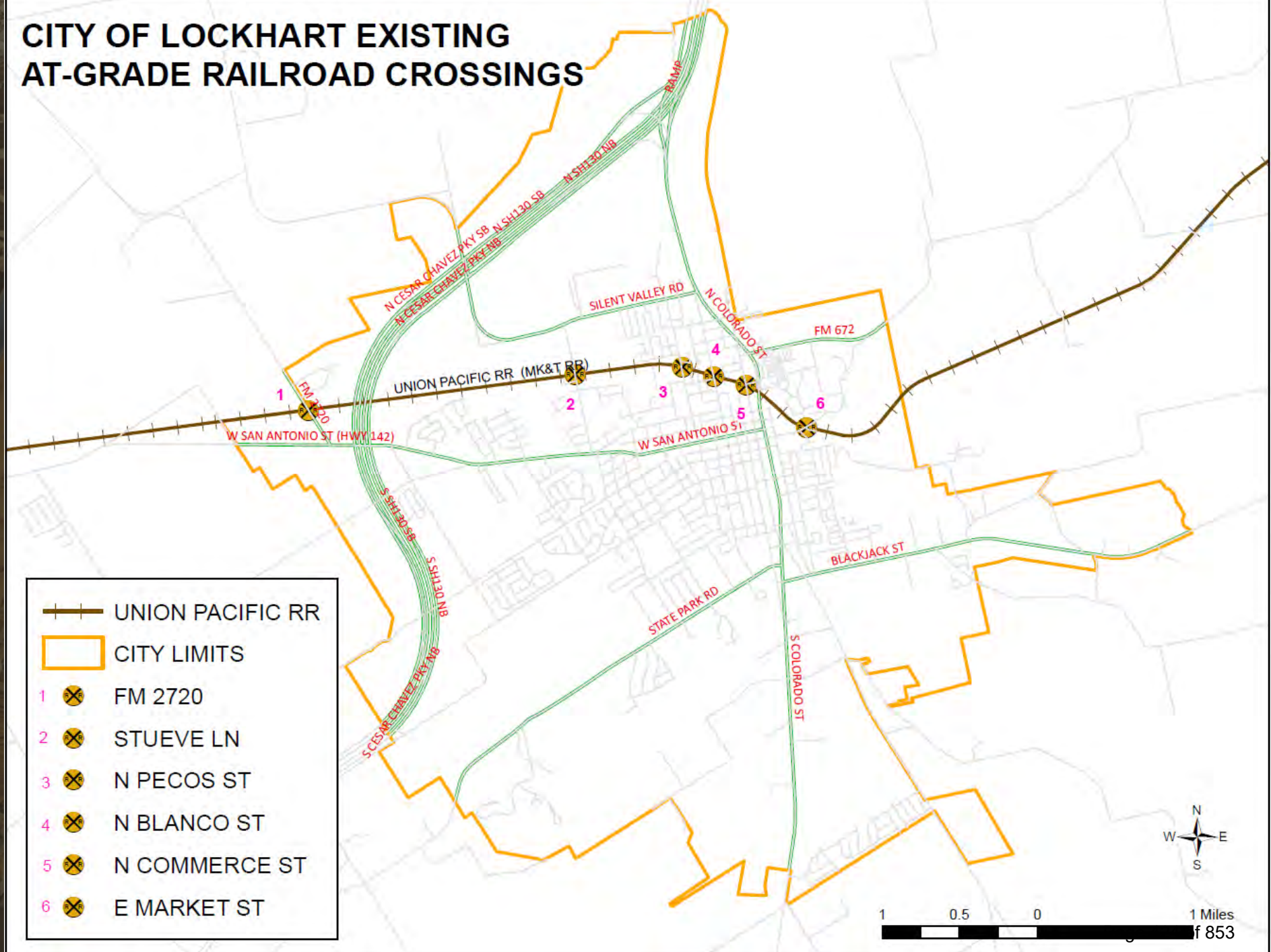


Alternative to Quiet Zones “Wayside Horns”

- Communities may choose to silence locomotive horns through the installation of wayside horns at each crossing as one substitute for train horns.
- Wayside horns are train-activated stationary acoustical devices directed at highway traffic.
- The wayside horn is positioned at the crossing and will sound when the warning devices are activated.
- The sound is directed down the roadway, which greatly reduces the noise footprint of the audible warning.
- A wayside horn may be installed at highway-rail grade crossings that have flashing lights, gates, constant warning time devices (except in rare circumstances), and power out indicators.
- Use of wayside horns is not the same as establishing a quiet zone although they may be used within quiet zones.



CITY OF LOCKHART EXISTING AT-GRADE RAILROAD CROSSINGS



Union Pacific
Railroad
within the City
of Lockhart
and Crossing
Locations

Public Railroad Crossings

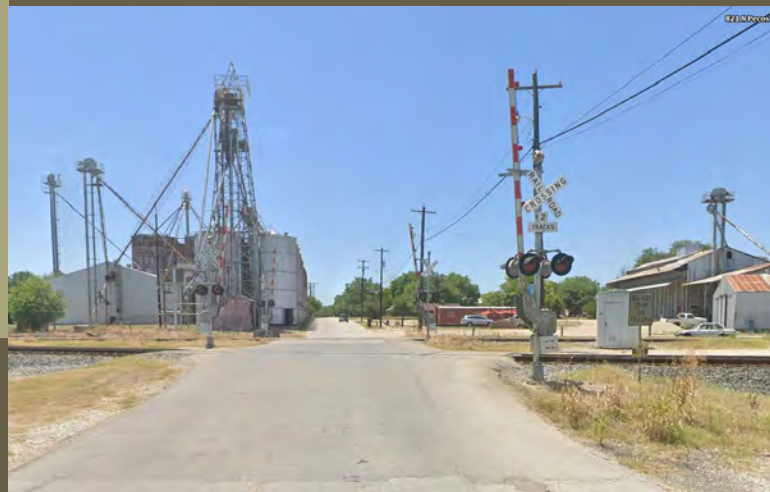


-FM 2027- Two Gate System



-Stueve Lane- Two Gate System

-N. Pecos- Four Gate System with additional Railroad Spur



-N. Blanco- Two Gate System



Public Railroad Crossings (Cont.)



-N. Commerce- Two Gate System and Pedestrian Crossing



-E. Market- Three Gate System with Larrimore

-US183 – Overpass over the Railroad



Cost Considerations

- The enabling Federal statute did not provide funding for the establishment of quiet zones.
- Public authorities seeking to establish quiet zones should be prepared to finance the installation of SSMs and ASMs used. Costs can vary from \$30,000 per crossing to more than \$1 million depending on the number of crossings and the types of safety improvements required.

Potential Funding Opportunities

- Staff reviewed potential funding opportunities for Quiet Zones with a grant administrator.
- The **Consolidated Rail Infrastructure and Safety Improvements (CRISI) Program** appears to be the most viable option for future grant funding.
- The purpose of the program is to fund projects that improve the safety, efficiency, and/or reliability of intercity passenger and freight rail systems.
- Staff will continue to review the potential scope of a Quiet Zone project in consideration of the requirements for this grant funding opportunity.

Legal Considerations

- The courts will ultimately determine who will be held liable if a collision occurs at a grade crossing located within a quiet zone, based upon the facts of each case, as a collision may have been caused by factors other than the absence of an audible warning.
- FRA's rule is intended to remove failure to sound the horn as a cause of action in lawsuits involving collisions that have occurred at grade crossings within duly established quiet zones.

Comments

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: April 15, 2025

AGENDA ITEM CAPTION: Discussion regarding Ordinance 2025-09, vacating and releasing general utility easements in the abandoned Lapan Street and Red Oak Street and alleyways through 1120 South Colorado Street, 1126 South Colorado Street, 1021 Commerce Street and 1105 South Commerce Street.

ORIGINATING DEPARTMENT AND CONTACT: Development Services - David Fowler

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: The purpose of the proposed easement abandonment is to clear the four properties located along South Colorado and Commerce Streets east of the intersection of South Colorado Street and State Park Road/FM 20 of any remaining easements. The property owner is planning to develop a two-story single-building commercial development on the site. To develop the site, the applicant proposes an amending plat to transform the properties into a single lot. While the rights of way for Lapan and Red Oak Streets were vacated when the streets were abandoned in 1982, the abandoning ordinance saved and reserved the easements that had been created with the streets. In order to develop the site as intended, it is necessary to remove those easements that remain, so any proposed buildings are not built over easements. When the new amending plat is created, the utilities would be located within the right-of-way adjacent to the new lots, so no new easements would be necessary.

PROJECT SCHEDULE (if applicable): None

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): None

PREVIOUS COUNCIL ACTION: Ordinance No. 1982-3 passed June 22, 1982 vacated, abandoned, and closed Lapan Street and Red Oak Street and the alleys through Block Numbers 3 and 5 of the South Heights Addition to the City of Lockhart, Texas.. This same ordinance saved and reserved easements for utilities in the abandoned streets.

COMMITTEE/BOARD/COMMISSION ACTION: None

STAFF RECOMMENDATION/REQUESTED MOTION: Approval of Ordaince 2025-09,

City of Lockhart, Texas

Council Agenda Item Cover Sheet

abandoning all easements on the affected parcels.

LIST OF SUPPORTING DOCUMENTS: Ordinance 2025-09, Ordinance 2025-09, Exhibit A,
Easement Abandonment location map

ORDINANCE 2025-09

AN ORDINANCE OF THE CITY OF LOCKHART, TEXAS, VACATING AND RELEASING GENERAL UTILITY EASEMENTS IN THE ABANDONED LAPAN STREET AND RED OAK STREET AND THOSE CERTAIN ALLEY WAYS THROUGH 1120 S. COLORADO STREET, 1126 S. COLORADO STREET, 1021 S. COMMERCE STREET, AND 1105 S. COMMERCE STREET, ALL IN THE CITY OF LOCKHART, TEXAS, AS SHOWN ON THE OFFICIAL PLAT THEREOF, AUTHORIZING THE CITY MANAGER TO EXECUTE ANY DOCUMENTS IN CONNECTION THEREWITH, PROVIDING FOR REPEALING, SEVERABILITY, AND SAVINGS CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 22, 1982, through Ordinance No. 1982-3, the City Council of the City of Lockhart, Texas, vacated, abandoned, and closed Lapan Street and Red Oak Street and those certain alley ways through Blocks Numbers 3 and 5 of the South Heights Addition to the City of Lockhart, Texas (collectively referred to as “Abandoned Streets”); and

WHEREAS, Ordinance No. 1982-3 saved and reserved easements for utilities in the Abandoned Streets; and

WHEREAS, a person wishes to develop the following properties on which a portion of the Abandoned Streets are located: 1) 1120 S. Colorado Street; 2) 1126 S. Colorado Street; 3) 1021 S. Commerce Street, and 4) 1105 S. Commerce Street (hereafter, the “Properties”); and

WHEREAS, City staff has determined that no utilities exist in the Abandoned Streets and recommends the vacating and releasing of the easements in the Abandoned Streets through the Properties; and

WHEREAS, the public interest of the City of Lockhart would be best served by vacating and releasing the utility easements in the Abandoned Streets through the Properties,

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

SECTION 1. The above and foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact.

SECTION 2. The utility easements in the Abandoned Streets through the Properties, which easements are more particularly described in Exhibit A, are hereby released and vacated.

SECTION 3. The City Manager is authorized to execute any documents in connection therewith.

SECTION 4. All provisions of the Code of Ordinances of the City of Lockhart codified or uncoded, in conflict with the provisions of this ordinance are hereby repealed, and all other provisions of the Code of Ordinances of the City of Lockhart codified or uncoded, not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 5. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this ordinance are severable, and if any phrase, clause, sentence, or section of this ordinance shall be declared unconstitutional or invalid by any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any other remaining phrase, clause, sentence, paragraph or section of this ordinance.

SECTION 6. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required by law and that public notice of the time, place and purpose of said meeting was given as required by the Texas Open Meetings Act, Texas Government Code, Chapter 551.

SECTION 7. This Ordinance shall take effect immediately from and after publication in accordance with the provisions of the City Charter and the Local Government Code.

PASSED AND APPROVED by the City Council of the City of Lockhart, Texas the 15th day of March 2025.

Lew White, Mayor

ATTEST:

Julie Bowermon, Interim City Secretary

APPROVED AS TO FORM:

Bradford E. Bullock, City Attorney

Exhibit A
Legal Description of the Easements

SOUTH HEIGHTS ADDITION
VOL. 59, PG. 59 (DEED RECORDS)
CITY OF LOCKHART
CALDWELL COUNTY, TEXAS



1. THIS SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. THIS SURVEYOR HAS MADE NO ATTEMPT TO RESEARCH EASEMENTS AND/OR OTHER MATTERS WHICH MAY BE REFLECTED ON A CURRENT TITLE COMMITMENT.

2. THIS SURVEY DOCUMENT IS CONSIDERED TO BE INVALID (IN ITS ENTIRETY) IF IT HAS BEEN ALTERED IN ANY WAY WHATSOEVER.

3. DEED REFERENCES ARE NOT STATEMENT OF OWNERSHIP.

1. BRADLEY L. UPSHOM, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5952 IN THE STATE OF TEXAS, DO HEREBY CERTIFY TO THE TITLE AGENCY, COUNTERWRITER, LENDER, MORTGAGE CO. AND/OR PURCHASER THAT THIS SURVEY WAS MADE ON THE FOLLOWING: THIS PLAT HEREON CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THIS SURVEY; THE SIZE, LOCATION AND TYPE OF BUILDINGS AND IMPROVEMENTS ARE AS SHOWN; THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROAD AS SHOWN; SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY AND NO PORTION OF THE LOT IS WITHIN A SPECIAL FLOOD HAZARD AREA ACCORDING TO THE FLOOD INSURANCE RATE MAP NO. 15555C0035E, FALWELL, TARRANT, TEXAS, DATED JUNE 19, 2012 IN PLACE EFFECT. THIS SURVEY CONFORMS TO THE STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A, CONDITION IV, SURVEY.

GIVEN UNDER MY HAND AND SEAL THIS 26th DAY OF NOVEMBER, 2024.

BRADLEY T. LIPSCOMB, RPLS

BRADLEY L LIPSCOMB

LINE	BEARING	DISTANCE
L1	S 60°24'43" W	7.68'
L2	S 65°18'59" W	7.36'

LEGEND

- - 1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
- - 1/2" IRON ROD SET WITH RED CAP MARKED "TRIAD RPLS 5952"
- Δ - SURVEY POINT
- P- - OVERHEAD POWERLINE

BEARINGS ARE BASED ON THE
TEXAS STATE PLANE COORDINATE SYSTEM
OF 1983, TEXAS CENTRAL ZONE



TRIAD SURVEYING, INC. FIRM REGISTRATION NO. 10007900
528 COUNTY ROAD 325 P.O. BOX 1489 ROCKDALE, TX. 76567

2.049 ACRES

PART OF BLOCKS 3 & 5 OF THE
SOUTH HEIGHTS ADDITION
CITY OF LOCKHART
CALDWELL COUNTY, TEXAS

Completion Date: 11/26/24	Drawn By: TT
Scale: 1" = 100'	Surveyed by: CA/OK
Project No.: S24-344	Checked by: BL



SCALE: 1" = 100 FEET



In Re: 2.049 Acres
All of Lot 7 Part of Lot 8 & portions of
adjoining Alleyway and Street
All of Lot 5 & 6 & portions of
adjoining Alleyway and Street
All of Lot 1 & 2 & portions of
adjoining Alleyway and Street – Tract 1
All of Lot 16 & 17 portions of
adjoining Alleyway and Street – Tract 2
South Heights Addition
City of Lockhart
Caldwell County, Texas

All that certain tract or parcel of land situated in the City of Lockhart Caldwell County, Texas, being a part of the J. George Survey, Abstract No. 9, being all of Lot 7, Part of Lot 8, Block 3 and portions of the adjoining Streets and Alleyway (vacated in Volume 128, Page 49 & Volume 446, Page 259) of the South Heights Addition recorded in Vol. 59, Page 59 of the Plat Records of Caldwell County, Texas further described in a deed conveyed from Dexter Rolland to Brothers Holding, LLC by Deed dated April 19, 2013 recorded in Document No. 2013-131880 of the Official Records of Caldwell County, Texas, All of Lot 1 & 2, Block 5 & portions of adjoining Alleyway and Street – Tract 1 & All of Lot 16 & 17, Block 5 & portions of adjoining Alleyway and Street – Tract 2 of the South Heights Addition recorded in Vol. 59, Page 59 of the Plat Records of Caldwell County further described in a deed conveyed from First Lockhart National Bank to Brothers Holding, LLC by Deed dated November 21, 2011 recorded in Document No. 2011-118316 of the Official Records of Caldwell County, Texas and all of Lot 5 & 6, Block 3 & portions of adjoining Alleyway and Street of the South Heights Addition recorded in Vol. 59, Page 59 of the Plat Records of Caldwell County, Texas further described in a deed conveyed from Dexter Rolland to Brothers Holding, LLC by Deed dated April 19, 2013 recorded in Document No. 2013-131880 of the Official Records of Caldwell County, Texas and being more particularly described by metes and bounds as follows to wit:

BEGINNING a found 1/2" iron rod at the northeast corner of the said Lot 8, at the southeast corner of a called Lot 9, Block 3 of the said South Heights Addition and at the west Right-of-Way line of S. Commerce Street, for the northeast corner of this tract;

THENCE along the common line of the said Lot 7 & 8 to a found 1/2" iron rod at the northeast corner of the said tract 2, for an exterior corner of this tract;

THENCE S 33°29'38" E - 124.99' along the common east line of the said Lot 7 & 8 and S commerce street to a found 1/2" iron rod at the southeast corner of the said Lot 16 and the northeast corner of a called Lot 15, Block 5 of the said South Heights Addition, for the southeast corner of this tract;

THENCE S 31°59'13" E - 129.08' along the common line of the said Tract 2 and S. Commerce Street to a set 1/2" iron rod with red cap stamped "TRIAD RPLS 5952" at the northeast corner of a called Lot 15, Block 5 of the said South Heights Addition, for the southeast corner of this tract;

THENCE S 78°19'42" W - 177.06' along the common line of the said Lot 15 and the said Tract 2 to a set 1/2" iron rod with red cap stamped "TRIAD RPLS 5952" on the east line of a 15' alleyway, for an interior corner of this tract;

THENCE S 60°24'43" W - 7.68' entering the 15' alleyway to a found 5/8" iron rod at the northeast corner of a called Lot 1 of the Jackson Family Subdivision recorded in Cabinet D., slide 106 and the southeast corner of the said Tract 1, for an exterior corner of this tract;

Triad Surveying, Inc.
Firm Registration No. 10007900
P.O. Box 1489
Rockdale, Texas 76567
(512) 446-3457

Project No. S24 -344

THENCE along the common line of the said Tract 1 and the said Lot 1 for the following courses and distances:

S 65°18'59" W - 7.36' to a found 1/2" iron rod for an exterior corner of this tract;
78°24'16" W - 243.63' to a set 1/2" iron rod with red cap stamped "TRIAD RPLS 5952" on the east Right-of-Way line of S Colorado Street for the southwest corner of this tract;

THENCE N 03°09'13" W - 243.92' along the common west line of the said Tract 1 and the said Lot 5 & 6 and the east Right-of-Way line of S Colorado Street to a found 1/2" iron rod at the southwest corner of a called Lot 4 of the said South Heights Addition, for the northwest corner of this tract;

THENCE N 78°24'43" E - 161.24' along the common line of the said Lot 5 and the said Lot 4 to a Survey point in a 15' alleyway, from which a found 5/8" with cap stamped "3034", for reference bears S 78°24'43" W - 4.79';

THENCE N 78°24'43" E - 146.50' passing though the 15' alleyway and along the common line of the said Lot 8 and the said Lot 9 to the **POINT OF BEGINNING** containing within these metes and bounds 2.049 Acres of land.

Bearings are based on the Texas State Plane Coordinate System of 1983, Texas Central Zone.

I, Bradley L. Lipscomb, Registered Professional Land Surveyor No. 5952 in the State of Texas, do hereby certify that this survey was performed on the ground under my supervision and that the field notes hereon are true and correct to the best of my knowledge.

Given under my hand and seal this 18th day of October 2024.

Bradley L. Lipscomb, RPLS

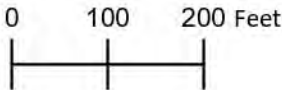


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This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey, and represents only the approximate relative location of property boundaries.



Map Legend

- SUBJECT PROPERTY
- PARCELS

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: April 15, 2025

AGENDA ITEM CAPTION: Receive the Mid-Year Financial Report for FYE 2025.

ORIGINATING DEPARTMENT AND CONTACT: Finance - Keeli Michna

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: In an effort to keep the City Council updated and informed on the City of Lockhart's budget, a mid-year financial status report is presented that focuses on financial and operational performance and provides updates on revenues and expenditures for the remainder of the fiscal year. This financial management practice is recommended by the Government Finance Officers Association (GFOA).

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION:

LIST OF SUPPORTING DOCUMENTS: FYE 2025 - Mid-Year Financial Report

Lockhart Financial Focus

Oct. 2024 – Mar. 2025

Mid-Year of FYE 2025

GENERAL FUND REVENUES THROUGH THE 2ND QUARTER (50% OF BUDGET)

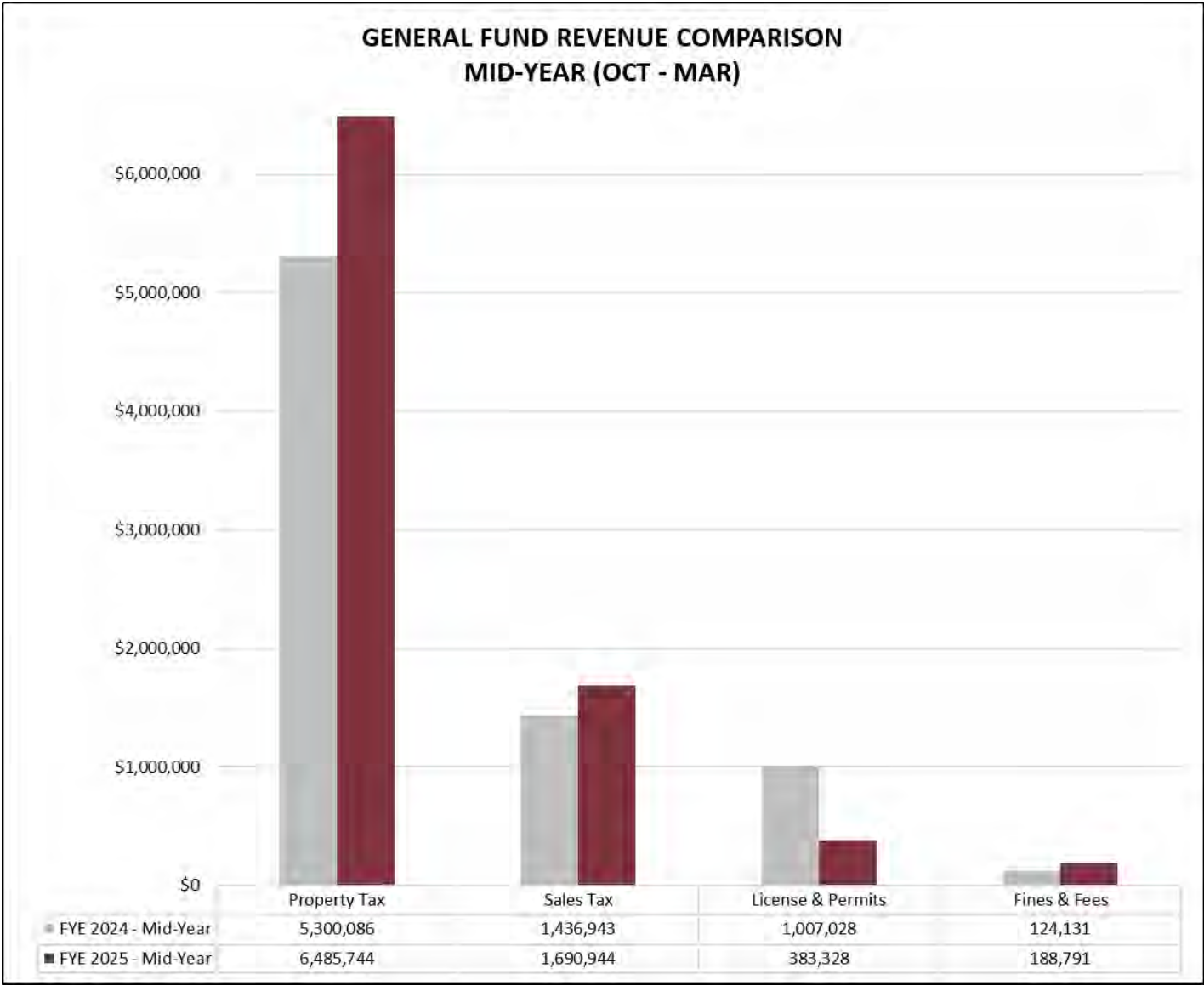
- **Property Tax revenues are at 110.2% of the FYE 2025 budget.** The majority of property tax revenues are collected in December and January of the fiscal year. The budget for this revenue category assumes a conservative collection rate for property taxes. Exceeding the budget reflects a higher than anticipated collection rate.
- **Sales Tax revenues are at 56.2% of the FYE 2025 budget.** Sales tax deposits are received by the City two months after they are remitted to the State Comptroller; January, February, and March deposits reflect sales from the preceding November, December, January, respectively. The City imposes a 1.5% tax rate on retail sales within the city limits with 1% allocated to the City's General Fund and 0.5% allocated to the Lockhart Economic Development Corporation (LEDC).
- **License and Permit revenues are at 43% of the FYE 2025 budget.** The decrease in revenues for FYE 2025 compared to FYE 2024 is due to the completion of two major subdivisions that were just breaking ground at this time last year. Staff anticipates this revenue category to realign with projections once additional phases of new residential and commercial developments begin construction.
- **Interest earnings are at 65.8% of the FYE 2025 budget.** Interest earnings continue to outpace conservative revenue projections for this category. Staff will continue to monitor these investment returns in the Quarterly Investment Reports provided to Council.

Revenue Category	FYE 2024 Mid-Year	FYE 2025 Mid-Year	FYE 2025 Adopted Budget	% Budget
Property Tax	5,300,086	6,485,744	5,885,600	110.2%
Sales Tax	1,436,943	1,690,944	3,006,935	56.2%
Other Taxes	201,267	189,420	410,731	46.1%
License & Permits	1,007,028	383,328	892,380	43.0%
Interest	182,545	230,271	350,000	65.8%
Transfer	2,141,866	2,175,758	4,523,960	48.1%

Lockhart Financial Focus

Oct. 2024 – Mar. 2025

Mid-Year of FYE 2025



Lockhart Financial Focus

Oct. 2024 – Mar. 2025

Mid-Year of FYE 2025

UTILITY FUND REVENUES THROUGH THE 2ND QUARTER (50% OF BUDGET)

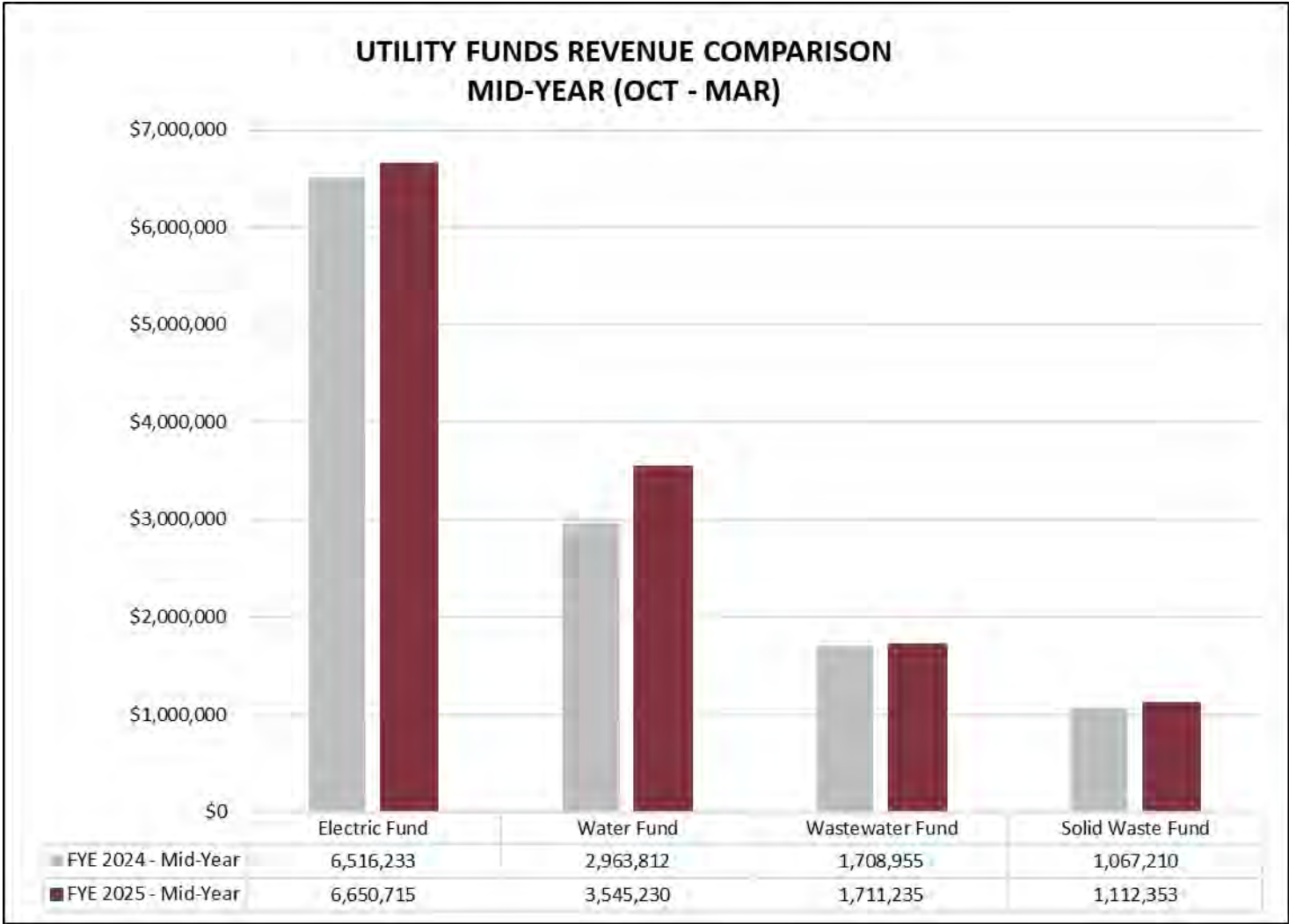
- **Electric revenues are at 47.1% of the FYE 2025 budget.** Increased revenues are expected during the peak months of the summer. Compared to FYE 2024 YTD, Electric revenues increased 2.1%. This is primarily due to new utility accounts and increased power consumption.
- **Water and Wastewater Rates.** In November 2024, the City implemented new water and wastewater rate increases as recommended by the City's utility rate consultants (Raftelis). Beginning with the second billing cycle in November 2024, the rate increases were structured to have the least impact on customers who use the least amount of water while still maintaining quality service delivery and financial integrity for the Water and Wastewater utilities. Subsequent increases in these revenues are due in large part to the rate increases and compounded by the growth in new utility accounts.
- **Water revenues are at 40.2% of the FYE 2025 budget.** Water revenues typically increase during summer months. However, these increases may be tempered by seasonal water use restrictions. Compared to FYE 2024 YTD, Water revenues increased 19.6%.
- **Wastewater revenues are at 50.5% of the FYE 2025 budget.**
- **Solid Waste revenues are at 50.1% of the FYE 2025 budget.**

Revenue Category	FYE 2024 Mid-Year	FYE 2025 Mid-Year	FYE 2025 Adopted Budget	% Budget
Electric Fund	6,516,233	6,650,715	14,107,185	47.1%
Water Fund	2,963,812	3,545,230	8,815,987	40.2%
Wastewater Fund	1,708,955	1,711,235	3,390,060	50.5%
Solid Waste Fund	1,067,210	1,112,353	2,220,485	50.1%

Lockhart Financial Focus

Oct. 2024 – Mar. 2025

Mid-Year of FYE 2025



Mid-Year of FYE 2025

GENERAL FUND EXPENDITURES THROUGH THE 2nd QUARTER (50% OF BUDGET)

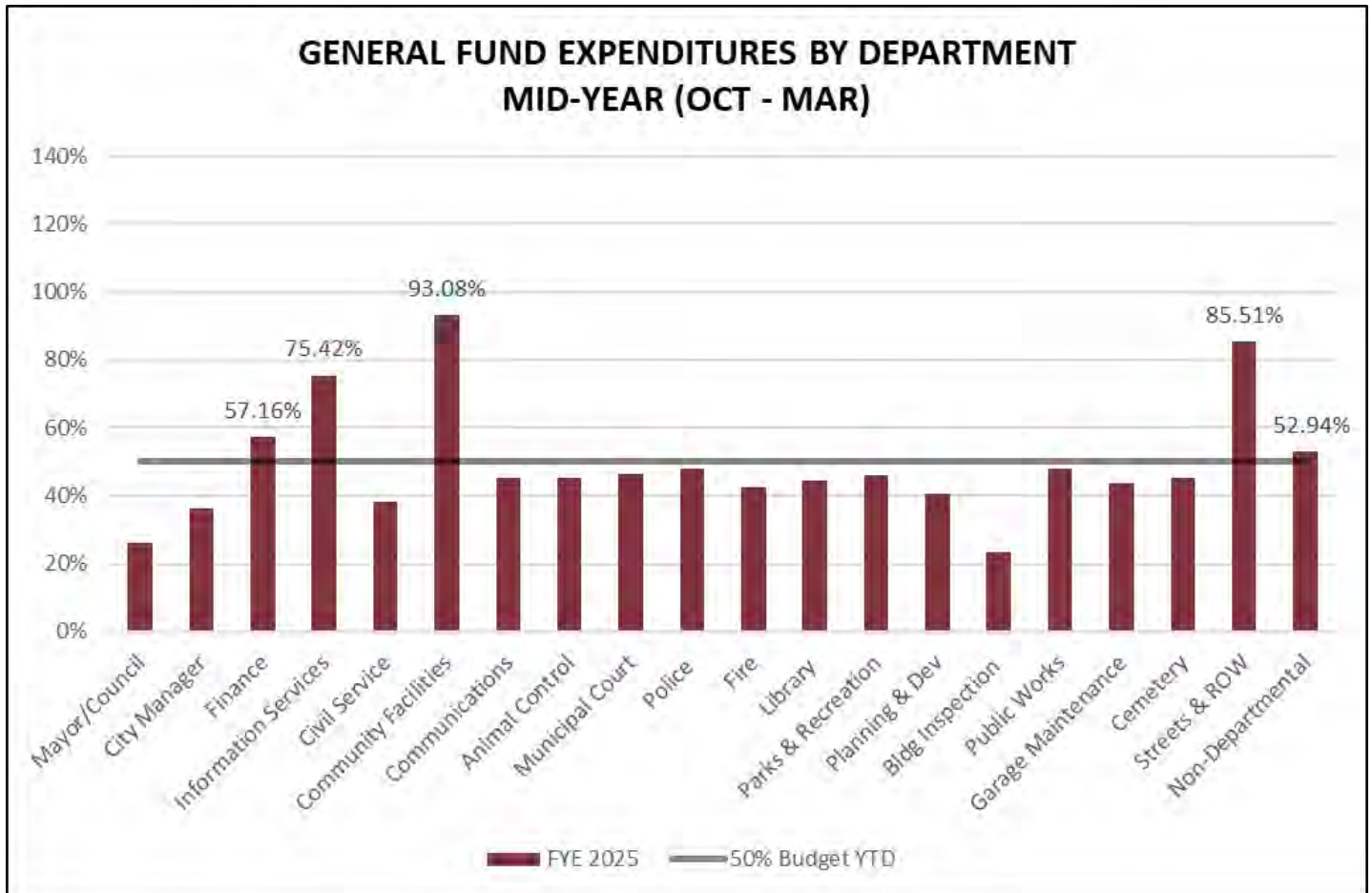
The General Fund is currently operating \$2,962,841 revenues over expenditures. This is primarily due to the receipts of budgeted Property Tax revenues within this reporting period. These revenues represent 56.8% of General Fund revenues received YTD. Departments with higher than 50% budgeted expenditures are the following:

- **Finance Department expenditures are at 57.16% of the FYE 2025 budget** due to an annual payment made to our third-party financial software provider.
- **Information Services department expenditures are at 75.42% of the FYE 2025 budget** due to an increase in monthly support fees from the City's third-party Information Technology (IT) service provider.
- **Community Facilities department expenditures are at 93.08% (\$14,793) of the FYE 2025 budget (\$15,894)** due to an unforeseen pest infestation service at the 901 Bois D'arc building.
- **Streets & ROW department expenditures are at 85.51% of the FYE 2025 budget** due to Downtown Revitalization Project payments.
- **Non-Departmental expenditures are at 52.94% of the FYE 2025 budget** due to the annual payment to TML for liability, property and workers compensation insurance.
- **Capital Projects Update:**
 - The Downtown Revitalization Project is currently ongoing. The City has received seven pay applications this fiscal year totaling \$2,980,236.

Lockhart Financial Focus

Oct. 2024 – Mar. 2025

Mid-Year of FYE 2025



Mid-Year of FYE 2025

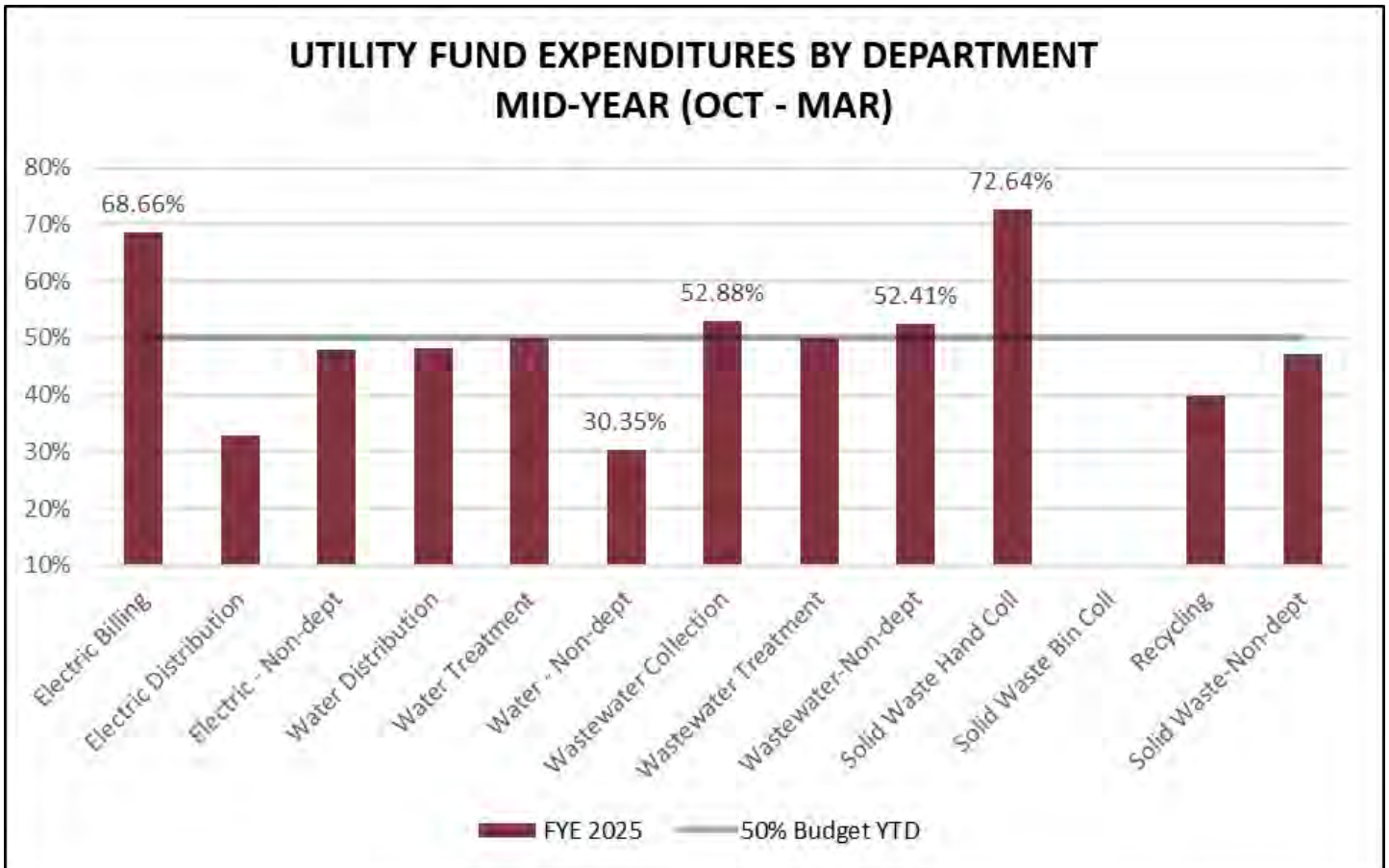
UTILITY FUND EXPENDITURES THROUGH THE 2nd QUARTER (50% OF BUDGET)

- **The Electric Fund is operating (\$321,888), or (12.79%), expenditures over revenues.** The Electric Billing department is at 68.66% of the FYE 2025 budget due to an annual software payment and processing fees for credit card utility account payments. The Electric Distribution department is at 32.8% of the FYE 2025 budget. The Electric non-departmental is at 48.05% of the FYE 2025 budget due to wholesale power cost. As previously discussed, increased revenues are expected during the peak months of the summer.
- **The Water Fund is operating (\$386,801), or (14.64%), expenditures over revenues.** The Water Distribution department is at 48.09% of the FYE 2025 budget due to the GBRA expenditures for water treatment plant operations. These operational costs are billed at a budgeted rate throughout the fiscal year. The actual operation expenditures are reconciled at fiscal year-end. If billed payments are greater than actual costs, the City receives reimbursement. If billed payments are less than actual costs, the City pays the difference. The year-end reconciliation and subsequent expenditure account adjustments are anticipated to balance the fund.
- **The Wastewater Fund is operating \$54,166 revenues over expenditures.** The Wastewater Collection and Wastewater Treatment departments are at 52.88% and 50% respectively. The Wastewater Treatment department includes payments to GBRA for maintenance and operations. These payments follow the same reconciliation process described in the Water Fund above.
- **The Solid Waste Fund is operating \$47,373 revenues over expenditures.** The Solid Waste Residential Collection and Solid Waste Commercial Collection departments are at 49.38% combined. This includes payments to Republic Services for administration and operations of the Solid Waste utility. Republic Services is expected to adjust rates according to the Consumer Price Index per contract next quarter.

Lockhart Financial Focus

Oct. 2024 – Mar. 2025

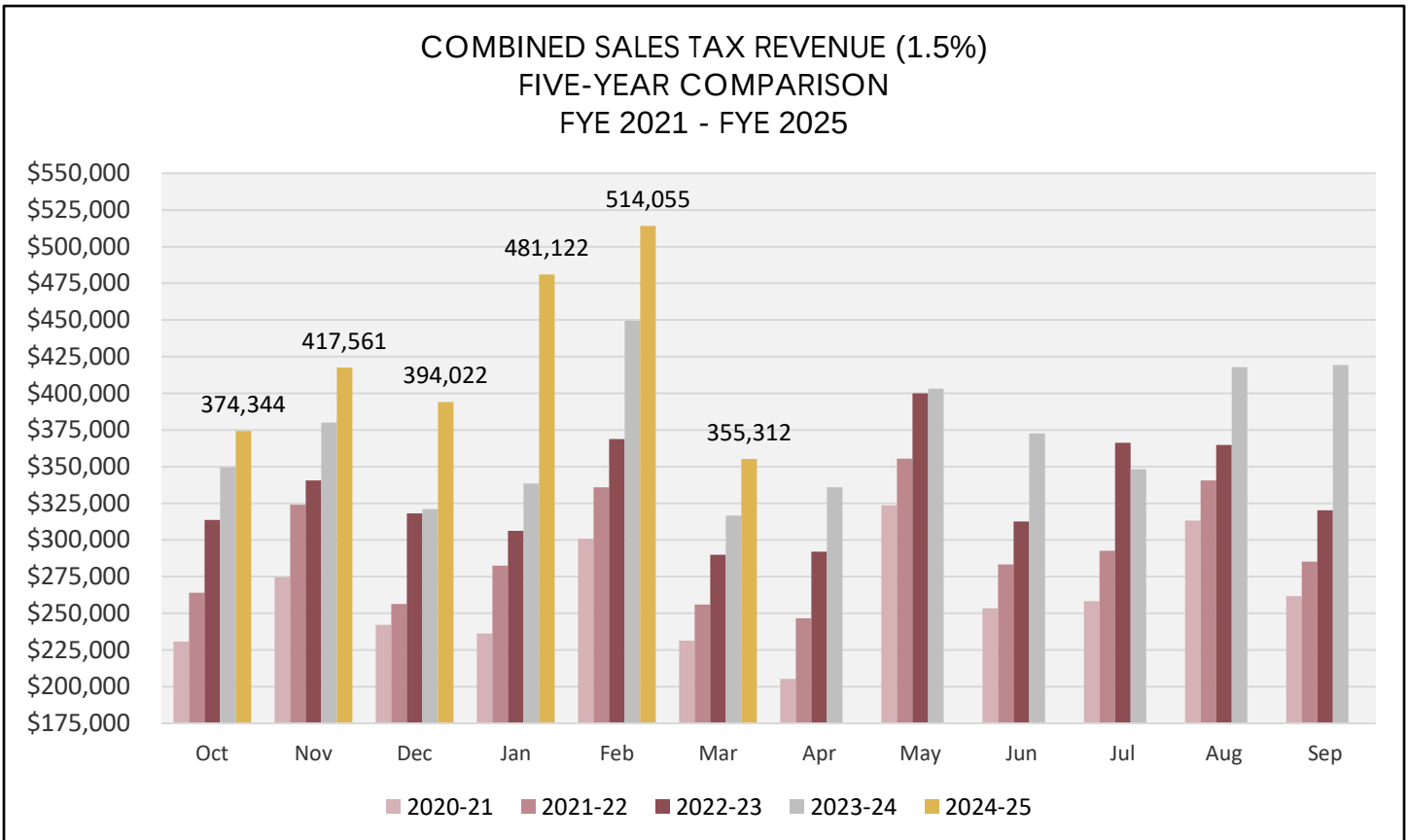
Mid-Year of FYE 2025



Lockhart Financial Focus

Oct. 2024 – Mar. 2025

Mid-Year of FYE 2025



Total Sales Tax (1.5%): Total combined collections to date for FYE 2025 are \$2,536,416. This reflects a 17.68% increase from FYE 2024 YTD. The February 2025 sales tax deposit received for December 2024 sales is the highest amount the City has ever collected.

City Allocation (1.0%):

Total collections for the City of Lockhart to date for FYE 2025 are \$1,690,944.

Lockhart Economic Development Corp. (LEDC) Allocation (0.5%):

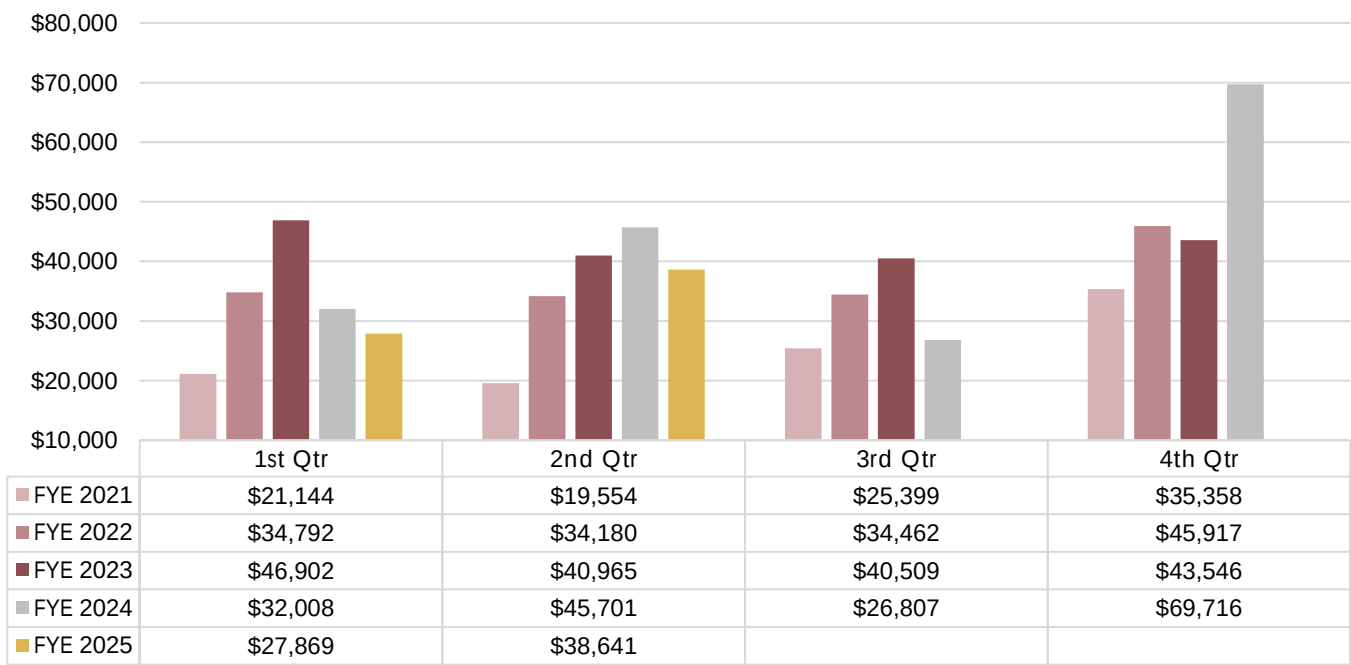
Total collections for the LEDC to date for FYE 2025 are \$845,472.

Lockhart Financial Focus

Oct. 2024 – Mar. 2025

Mid-Year of FYE 2025

HOTEL OCCUPANCY TAX (HOT) REVENUE
FIVE-YEAR COMPARISON
FYE 2021 - FYE 2025



Hotel Occupancy Tax (HOT):

HOT revenues in Q2 for FYE 2025 are \$38,641 compared to \$45,701 collected in Q2 for FYE 2025. However, two quarterly payments are still outstanding from one hotel at this time. Staff is currently working with the City Attorney to utilize all measures to collect delinquent receivables.

Short-term rentals are 21% of HOT fund revenues.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: April 15, 2025

AGENDA ITEM CAPTION: Acceptance of the 2nd Quarter Fiscal Year 2025 Investment Report.

ORIGINATING DEPARTMENT AND CONTACT: Finance - Keeli Michna

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: The Texas Public Funds Investment Act requires local governments to review and accept the quarterly investment reports for each quarterly reporting period of the fiscal year. The 2nd Quarter Investment Report of Fiscal Year End (FYE) 2025, ending March 31, 2025 is presented for your review and acceptance.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends a motion to accept the 2nd Quarter Investment Report for FYE 2025.

LIST OF SUPPORTING DOCUMENTS: FYE 2025 2nd Quarter Report

CITY OF LOCKHART

Quarterly Investment Report
For the Quarter Ended March 31, 2025

April 15, 2025

CITY of LOCKHART
Quarterly Investment Report
For the Quarter Ended March 31, 2025

This report is presented in accordance with the Texas Government Code, Title 10, Chapter 2256, Public Funds Investment; Section 2256.023 known as the "Public Funds Investment Act". Attached is a detailed City of Lockhart investment report for the period July 1, 2024 through September 30, 2024. The Investment Portfolio Summary reports the beginning and ending book values and market values for the quarterly reporting period as follows:

January 1, 2025

Cash
Marketable Securities
Investment Pools
Certificates of Deposits
Total:

Investment Portfolio		
	Book Value	Market Value
Cash	616,106	616,106
Marketable Securities	0	0
Investment Pools	39,876,369	39,881,079
Certificates of Deposits	0	0
Total:	40,492,475	40,497,185

March 31, 2025

Cash
Marketable Securities
Investment Pools
Certificates of Deposits
Total:

Fund Availability		
Unrestricted Funds	7,517,895	7,517,895
Restricted Funds	32,974,580	32,979,290
Total Funds	40,492,475	40,497,185
Unrestricted Funds	12,026,830	12,026,830
Restricted Funds	33,409,299	33,410,381
Total Funds	45,436,129	45,437,211

January 1, 2025

Unrestricted Funds
Restricted Funds
Total Funds

March 31, 2025

Unrestricted Funds
Restricted Funds
Total Funds

The investment portfolio, at all times during the quarter, complied with the Public Funds Investment Act and the City of Lockhart Investment Policy. TexPool, Texas CLASS and TexSTAR were also in compliance with the Public Funds Investment Act and the City of Lockhart Investment Policy throughout the quarter.

Steve Lewis
City Manager

Keeli Michna

Keeli Michna
Finance Director

CITY of LOCKHART
Investment Portfolio Summary
For the Quarter Ended March 31, 2025

	12/31/2024			
	9/30/2024	% of Total	Market Value	% of Total
<u>January 1, 2025</u>				
Cash	616,106	1.5%	616,106	1.5%
Marketable Securities	0	0.0%	0	0.0%
Investment Pools	39,876,369	98.5%	39,881,079	98.5%
Certificates of Deposits	0	0.0%	0	0.0%
Portfolio Total	40,492,475	100.0%	40,497,185	100.0%
<u>March 31, 2025</u>				
Cash	875,439	1.9%	875,439	1.9%
Marketable Securities	0	0.0%	0	0.0%
Investment Pools	44,560,690	98.1%	44,561,772	98.1%
Certificates of Deposits	0	0.0%	0	0.0%
Portfolio Total	45,436,129	100.0%	45,437,211	100.0%
<u>Change in Value</u>				
Cash	259,333		259,333	
Marketable Securities	0		0	
Investment Pools	4,684,321		4,680,693	
Certificates of Deposits	0		0	
Portfolio Total	4,943,654		4,940,026	
	0			
<u>Maturity Data</u>	Book Value @ 3/31/2025	Weighted Average Maturity	Yield to Maturity	
Cash	875,439	0 Days	1.00%	
Marketable Securities	0	0 Days	0.00%	
Investment Pools - Texas CLASS	21,007,196	48 Days *	4.49%	
Investment Pools - TexPool	13,969,386	37 Days *	4.33%	
Investment Pools - TexSTAR	9,584,108	38 Days *	4.34%	
Certificates of Deposits	0	0 Days	0.00%	
	45,436,129	42 Days	4.35%	

Benchmark - 4 Week Treasury Bills - Secondary Market @ March 31, 2025

4.31%

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

<u>Total Return On Investment</u>	<u>Interest Earned</u>
Cash	2,111
Marketable Securities	0
Investment Pools - Texas CLASS	231,367
Investment Pools - TexPool	152,136
Investment Pools - TexSTAR	102,371
Certificates of Deposits	0
Total Return on Investment	487,985

CITY OF LOCKHART
Cash Accounts (as reconciled to FLNB)
For the Quarter Ended March 31, 2025

General Operating Account - FLNB		
		<u>Value</u>
January 1, 2025	\$	616,106
Deposits		19,639,717
Withdrawals		(19,382,494)
Interest Earned		2,111
March 31, 2025	\$	875,439

Total Cash Accounts		
		<u>Value</u>
January 1, 2025	\$	616,106
Deposits		19,639,717
Withdrawals		(19,382,494)
Interest Earned		2,111
March 31, 2025	\$	875,439

CITY of LOCKHART
Marketable Securities Transaction Summary
For the Quarter Ended March 31, 2025

Type of Security	CUSIP	Purchase Date	Par Value	Coupon Rate	Date of Maturity	Yield to Maturity	Purchase Price	Quarterly Interest Earned	Beginning Value @ Par	Beginning Book Value January 1, 2025	Beginning Market Value	Ending Value @ Par	Ending Book Value March 31, 2025	Ending Market Value
Totals			\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0

0.22%

Purchases

Type of Security	CUSIP	Purchase Date	Par Value	Coupon Rate	Date of Maturity	Yield to Maturity	Settlement Total	Price	Accrued Interest
Totals			\$ -				\$ -		\$ -

Maturities

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

CITY OF LOCKHART
Investment Pool Transactions Summary
For the Quarter Ended March 31, 2025

TexPool - City of Lockhart					
	<u>Book Value</u>	<u>Market Value</u>	<u>Net Asset Value</u>	<u>Weighted Aver. Maturity</u>	<u>Average Monthly Yield</u>
January 1, 2025	9,618,804	9,620,150	1.000140	33 Days	4.5600%
Deposits	11,236,000				
Withdrawals	(7,037,553)				
Interest Earned	152,136				
March 31, 2025	13,969,386	13,970,085	1.000050	37 Days	4.3345%

Texas CLASS					
	<u>Book Value</u>	<u>Market Value</u>	<u>Net Asset Value</u>	<u>Weighted Aver. Maturity</u>	<u>Average Monthly Yield</u>
January 1, 2025	20,775,829	20,777,400	1.00008	46 days	5.3008%
Deposits	0				
Withdrawals	0				
Interest Earned	231,367				
March 31, 2025	21,007,196	21,007,196	1.000000	48 days	4.4943%

TexSTAR					
	<u>Book Value</u>	<u>Market Value</u>	<u>Net Asset Value</u>	<u>Weighted Aver. Maturity</u>	<u>Average Monthly Yield</u>
January 1, 2025	9,481,737	9,483,529	1.00019	35 Days	4.7112%
Deposits	0				
Withdrawals	0				
Interest Earned	102,371				
March 31, 2025	9,584,108	9,584,491	1.000040	38 Days	4.3394%

Total of All Pools		
	<u>Book Value</u>	<u>Market Value</u>
January 1, 2025	39,876,369	39,881,079
Deposits	11,236,000	
Withdrawals	(7,037,553)	
Interest Earned	485,874	
March 31, 2025	44,560,690	44,561,772

Holdings During the Quarter

<u>CD Number</u>	<u>Holder</u>	<u>Purchase Date</u>	<u>Face Value</u>	<u>Interest Rate</u>	<u>Date of Maturity</u>	<u>Yield to Maturity</u>	<u>Purchase Price</u>	<u>Quarterly Interest Earned</u>	<u>Beginning</u>		<u>Ending</u>	
									<u>Face Value</u>	<u>Market Value</u>	<u>Face Value</u>	<u>Market Value</u>
									<u>January 1, 2025</u>		<u>March 31, 2025</u>	

\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
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Purchases

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

<u>CD Number</u>	<u>Holder</u>	<u>Purchase Date</u>	<u>Face Value</u>	<u>Interest Rate</u>	<u>Date of Maturity</u>	<u>Yield to Maturity</u>	<u>Settlement Total</u>
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\$	-
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<i>City of Lockhart</i>			
<i>Investment Pools</i>			
<u>Standard and Poor's Ratings</u>			
<u>Month</u>	<u>TexPool</u>	<u>TexSTAR</u>	<u>Texas CLASS</u>
April-24	AAAm	AAAm	AAAm
May-24	AAAm	AAAm	AAAm
June-24	AAAm	AAAm	AAAm
July-24	AAAm	AAAm	AAAm
August-24	AAAm	AAAm	AAAm
September-24	AAAm	AAAm	AAAm
October-24	AAAm	AAAm	AAAm
November-24	AAAm	AAAm	AAAm
December-24	AAAm	AAAm	AAAm
January-25	AAAm	AAAm	AAAm
February-25	AAAm	AAAm	AAAm
March-25	AAAm	AAAm	AAAm

<i>City of Lockhart</i>			
<i>Bank Collateralization</i>			
<u><i>Standard and Poor's Ratings</i></u>			
			FLNB
<u>Month</u>			<u>Collateralization *</u>
April-24			AAA
May-24			AAA
June-24			AAA
July-24			AAA
August-24			AAA
September-24			AAA
October-24			AAA
November-24			AAA
December-24			AAA
January-25			AAA
February-25			AAA
March-25			AAA
* Guaranteed by US government (AAA)			

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: April 15, 2025

AGENDA ITEM CAPTION: Approve the Preliminary Budget and Tax Calendar for Fiscal Year 2025-2026.

ORIGINATING DEPARTMENT AND CONTACT: Finance - Keeli Michna

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: This document is the preliminary budget and tax calendar for Fiscal Year (FY) 2025-2026. Tentative dates are subject to Council acceptance of the proposed Council workshops. The budget workshops will provide dedicated days for management to present and discuss the City Manager's FY 2025-2026 Proposed Budget.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION:

LIST OF SUPPORTING DOCUMENTS: FYE 2026 - Budget and Tax Calendar

DATES	FY 2025-2026 BUDGET CALENDAR	CITY OF LOCKHART, TX
April 3	Budget kick-off with Department Heads and administrative staff.	
April 15	Present Budget Calendar to Council.	
April 30	Chief appraiser prepares and certifies preliminary estimate of taxable values.	
May 2	Departmental operating budget requests due to the Finance department and City Manager.	
May 12 – 23	City Manager meetings with Department Heads to review budget expenses & needs.	
May 28	Revised department budgets due to Finance Director.	
June 3	Distribution of City Manager’s Preliminary Budget.	
June 9	LEDC meeting w/Budget workshop.	
June 11 (Wed)*	Budget Workshop I to review General Fund budget.	
June 12 (Thur)*	Budget Workshop II to review Enterprise & Special Revenue Funds budgets.	
June 17	Presentation of GBRA & CCAD Budget. Non-Profits Presentation to Council.	
July 23 (Wed)*	Budget Workshop III to review Capital Improvement Program (CIP) [water, wastewater, facilities, streets, parks, etc.].	
July 24 (Thur)*	Budget Workshop IV to be determined.	
July 25	Chief Appraiser certifies the appraised roll to taxing units.	
August 1	File City Manager’s Proposed Budget with City Secretary.	
August 5	City Manager presents Proposed Budget to Council; LEDC presents LEDC Budget to Council; set two public hearings on proposed budget.	
	<u>City Council sets proposed tax rate; record vote; schedule public hearing.</u>	
August 19	Public Hearing No. 1 on Proposed Budget.	
August 20	First <u>Notice of Public Hearing</u> on Proposed Tax Rate in Lockhart Post.	
August 27	Second <u>Notice of Public Hearing</u> on Proposed Tax Rate in Lockhart Post (at least 5 days before public hearing).	
September 2	Public Hearing No. 2 on Proposed Budget; Public Hearing No. 1 on Proposed Tax Rate. City Council to adopt Budget, approve LEDC Budget; and adopt tax rate.	
September 9	Last day for meeting to adopt Proposed Tax Rate if rate is not adopted September 2 nd .	
October 1	New Fiscal Year	
November 30	Deadline for Budget distribution to City Council, Caldwell County Clerk, City Hall, Municipal Library, and post to City’s website.	

Regular Council Meetings | * Tentative workshop dates subject to Council availability.

Date: 04/15/25

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: April 15, 2025

AGENDA ITEM CAPTION: Approve the disposal of three surplus ambulances owned by the City of Lockhart.

ORIGINATING DEPARTMENT AND CONTACT: Fire - Randy Jenkins

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: The provider of emergency medical services (EMS) in the City of Lockhart and Caldwell County has transitioned from Lockhart EMS to Caldwell County Emergency Services District (ESD) #5 on February 1, 2025.

Caldwell County ESD #5 has purchased the majority of ambulances, a staff vehicle, and medical equipment from the City of Lockhart to provide emergency medical services in Caldwell County. The City of Lockhart owns three surplus ambulances which were not purchased by Caldwell County ESD #5 due to their age, reliability, high mileage, and mechanical issues. The ambulances include:

MEDIC 5 – A 2010 Ford F-350 Type I ambulance (AEV) with 276,680 miles. City ID #505. Medic 5 was involved in a rollover accident and is not operational. The original cost was \$129,060.

MEDIC 3 – A 2013 Ford F-350 Type I ambulance (Wheeled Coach) with 280,764 miles. City ID# 507. Medic 3 has mechanical issues with the fuel system and turbocharger and is not operational. The original cost was \$129,988.

MEDIC 2 – A 2017 Ford F-450 Type I ambulance (Demers) with 292,804 miles. City ID #509. Medic 2 has mechanical issues with the fuel system and is not operational. The original cost was \$196,040.

Staff recommend disposal of the three surplus ambulances by private sale, public auction, or recycling.

PROJECT SCHEDULE (if applicable): N/A

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION: N/A

COMMITTEE/BOARD/COMMISSION ACTION: N/A

City of Lockhart, Texas

Council Agenda Item Cover Sheet

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommend disposal of the three surplus ambulances by private sale, public auction, or recycling.

LIST OF SUPPORTING DOCUMENTS: Three Surplus Ambulances Info 4-15-25

Lockhart Ambulance Disposal

MEDIC 5

YEAR: 10-2010

VIN: 1FDRF3GT2BEB42973

MILEAGE: 276,680

TX LICENSE: 111 0327

DSHS LICENSE: TX028006

MAKE: Ford 350 - AEV

AMBULANCE TYPE: Type I

UNIT: Medic 5

CITY ID: 505

PURCHASE PRICE: \$129,060

MECHANICAL ISSUES: Involved in Rollover Accident



Lockhart Ambulance Disposal

MEDIC 3

YEAR: 4-2013

VIN: 1FDRF3GT8DEB25596

MILEAGE: 280,764

TX LICENSE: 111 0398

DSHS LICENSE: TX028006

MAKE: Ford F350 - Wheel Coach

AMBULANCE TYPE: Type I

UNIT: Medic 3

CITY ID: 507

PURCHASE PRICE: \$129,988

MECHANICAL ISSUES: Fuel System and Turbocharger



Lockhart Ambulance Disposal

MEDIC 2

YEAR: 01 - 2017

VIN: 1FDUF4GT6HNO57897

MILEAGE: 292,804

TX LICENSE: 134 2546

DSHS LICENSE: TX028006

MAKE: Ford F450 - Demers

AMBULANCE TYPE: Type I

UNIT: Medic 2

CITY ID: 509

PURCHASE PRICE: \$196,040

MECHANICAL ISSUES: Fuel System



City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: April 15, 2025

AGENDA ITEM CAPTION: Approve Ordinance 2025-09, vacating and releasing general utility easements in the abandoned Lapan Street and Red Oak Street and alleyways through 1120 South Colorado Street, 1126 South Colorado Street, 1021 Commerce Street and 1105 South Commerce Street.

ORIGINATING DEPARTMENT AND CONTACT: Development Services - David Fowler

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: The purpose of the proposed easement abandonment is to clear the four properties located along South Colorado and Commerce Streets east of the intersection of South Colorado Street and State Park Road/FM 20 of any remaining easements. The property owner is planning to develop a two-story single-building commercial development on the site. To develop the site, the applicant proposes an amending plat to transform the properties into a single lot. While the rights of way for Lapan and Red Oak Streets were vacated when the streets were abandoned in 1982, the abandoning ordinance saved and reserved the easements that had been created with the streets. In order to develop the site as intended, it is necessary to remove those easements that remain, so any proposed buildings are not built over easements. When the new amending plat is created, the utilities would be located within the right-of-way adjacent to the new lots, so no new easements would be necessary.

PROJECT SCHEDULE (if applicable): None

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): None

PREVIOUS COUNCIL ACTION: Ordinance No. 1982-3 passed June 22, 1982 vacated, abandoned, and closed Lapan Street and Red Oak Street and the alleys through Block Numbers 3 and 5 of the South Heights Addition to the City of Lockhart, Texas.. This same ordinance saved and reserved easements for utilities in the abandoned streets.

COMMITTEE/BOARD/COMMISSION ACTION: None

STAFF RECOMMENDATION/REQUESTED MOTION: Approval of Ordaince 2025-09,

City of Lockhart, Texas

Council Agenda Item Cover Sheet

abandoning all easements on the affected parcels.

LIST OF SUPPORTING DOCUMENTS: Ordinance 2025-09, Ordinance 2025-09, Exhibit A,
Easement Abandonment location map

ORDINANCE 2025-09

AN ORDINANCE OF THE CITY OF LOCKHART, TEXAS, VACATING AND RELEASING GENERAL UTILITY EASEMENTS IN THE ABANDONED LAPAN STREET AND RED OAK STREET AND THOSE CERTAIN ALLEY WAYS THROUGH 1120 S. COLORADO STREET, 1126 S. COLORADO STREET, 1021 S. COMMERCE STREET, AND 1105 S. COMMERCE STREET, ALL IN THE CITY OF LOCKHART, TEXAS, AS SHOWN ON THE OFFICIAL PLAT THEREOF, AUTHORIZING THE CITY MANAGER TO EXECUTE ANY DOCUMENTS IN CONNECTION THEREWITH, PROVIDING FOR REPEALING, SEVERABILITY, AND SAVINGS CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 22, 1982, through Ordinance No. 1982-3, the City Council of the City of Lockhart, Texas, vacated, abandoned, and closed Lapan Street and Red Oak Street and those certain alley ways through Blocks Numbers 3 and 5 of the South Heights Addition to the City of Lockhart, Texas (collectively referred to as “Abandoned Streets”); and

WHEREAS, Ordinance No. 1982-3 saved and reserved easements for utilities in the Abandoned Streets; and

WHEREAS, a person wishes to develop the following properties on which a portion of the Abandoned Streets are located: 1) 1120 S. Colorado Street; 2) 1126 S. Colorado Street; 3) 1021 S. Commerce Street, and 4) 1105 S. Commerce Street (hereafter, the “Properties”); and

WHEREAS, City staff has determined that no utilities exist in the Abandoned Streets and recommends the vacating and releasing of the easements in the Abandoned Streets through the Properties; and

WHEREAS, the public interest of the City of Lockhart would be best served by vacating and releasing the utility easements in the Abandoned Streets through the Properties,

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

SECTION 1. The above and foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact.

SECTION 2. The utility easements in the Abandoned Streets through the Properties, which easements are more particularly described in Exhibit A, are hereby released and vacated.

SECTION 3. The City Manager is authorized to execute any documents in connection therewith.

SECTION 4. All provisions of the Code of Ordinances of the City of Lockhart codified or uncoded, in conflict with the provisions of this ordinance are hereby repealed, and all other provisions of the Code of Ordinances of the City of Lockhart codified or uncoded, not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 5. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this ordinance are severable, and if any phrase, clause, sentence, or section of this ordinance shall be declared unconstitutional or invalid by any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any other remaining phrase, clause, sentence, paragraph or section of this ordinance.

SECTION 6. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required by law and that public notice of the time, place and purpose of said meeting was given as required by the Texas Open Meetings Act, Texas Government Code, Chapter 551.

SECTION 7. This Ordinance shall take effect immediately from and after publication in accordance with the provisions of the City Charter and the Local Government Code.

PASSED AND APPROVED by the City Council of the City of Lockhart, Texas the 15th day of March 2025.

Lew White, Mayor

ATTEST:

Julie Bowermon, Interim City Secretary

APPROVED AS TO FORM:

Bradford E. Bullock, City Attorney

Exhibit A
Legal Description of the Easements

SOUTH HEIGHTS ADDITION
VOL. 59, PG. 59 (DEED RECORDS)
CITY OF LOCKHART
CALDWELL COUNTY, TEXAS



1. THIS SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. THIS SURVEYOR HAS MADE NO ATTEMPT TO RESEARCH EASEMENTS AND/OR OTHER MATTERS WHICH MAY BE REFLECTED ON A CURRENT TITLE COMMITMENT.

2. THIS SURVEY DOCUMENT IS CONSIDERED TO BE INVALID (IN ITS ENTIRETY) IF IT HAS BEEN ALTERED IN ANY WAY WHATSOEVER.

3. DEED REFERENCES ARE NOT STATEMENT OF OWNERSHIP.

I, BRADLEY L. UPSOM, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5952 IN THE STATE OF TEXAS, DO HEREBY CERTIFY TO THE TITLE AGENCY, COUNTERWRITER, LENDER, MORTGAGE CO. AND/OR PURCHASER THAT THIS SURVEY WAS MADE ON THE FOLLOWING: THIS PLAT HEREON CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THIS SURVEY; THE SIZE, LOCATION AND TYPE OF BUILDINGS AND IMPROVEMENTS ARE AS SHOWN; THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROAD AS SHOWN; SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY AND NO PORTION OF THE FLOOD WITHIN SPECIAL FLOOD HAZARD AREA ACCORDING TO THE FLOOD INSURANCE RATE MAP NO. 15555C0035E, FALWELL, TEXAS, DATED JUNE 19, 2012 IN PLACE EFFECT; THIS SURVEY CONFORMS TO THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A, CONDITION IV, SURVEY.

GIVEN UNDER MY HAND AND SEAL THIS 26th DAY OF NOVEMBER, 2024.

BRADLEY T. LIPSCOMB, RPLS

BRADLEY L LIPSCOMB

LINE	BEARING	DISTANCE
L1	S 60°24'43" W	7.68'
L2	S 65°18'59" W	7.36'

LEGEND

- - 1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
- - 1/2" IRON ROD SET WITH RED CAP MARKED "TRIAD RPLS 5952"
- Δ - SURVEY POINT
- P- - OVERHEAD POWERLINE

BEARINGS ARE BASED ON THE
TEXAS STATE PLANE COORDINATE SYSTEM
OF 1983, TEXAS CENTRAL ZONE



TRIAD SURVEYING, INC. FIRM REGISTRATION NO. 10007900
528 COUNTY ROAD 325 P.O. BOX 1489 ROCKDALE, TX. 76567

2.049 ACRES

PART OF BLOCKS 3 & 5 OF THE
SOUTH HEIGHTS ADDITION
CITY OF LOCKHART
CALDWELL COUNTY, TEXAS

Completion Date: 11/26/24	Drawn By: TT
Scale: 1" = 100'	Surveyed by: CA/OK
Project No.: S24-344	Checked by: BL



SCALE: 1" = 100 FEET



In Re: 2.049 Acres
All of Lot 7 Part of Lot 8 & portions of
adjoining Alleyway and Street
All of Lot 5 & 6 & portions of
adjoining Alleyway and Street
All of Lot 1 & 2 & portions of
adjoining Alleyway and Street – Tract 1
All of Lot 16 & 17 portions of
adjoining Alleyway and Street – Tract 2
South Heights Addition
City of Lockhart
Caldwell County, Texas

All that certain tract or parcel of land situated in the City of Lockhart Caldwell County, Texas, being a part of the J. George Survey, Abstract No. 9, being all of Lot 7, Part of Lot 8, Block 3 and portions of the adjoining Streets and Alleyway (vacated in Volume 128, Page 49 & Volume 446, Page 259) of the South Heights Addition recorded in Vol. 59, Page 59 of the Plat Records of Caldwell County, Texas further described in a deed conveyed from Dexter Rolland to Brothers Holding, LLC by Deed dated April 19, 2013 recorded in Document No. 2013-131880 of the Official Records of Caldwell County, Texas, All of Lot 1 & 2, Block 5 & portions of adjoining Alleyway and Street – Tract 1 & All of Lot 16 & 17, Block 5 & portions of adjoining Alleyway and Street – Tract 2 of the South Heights Addition recorded in Vol. 59, Page 59 of the Plat Records of Caldwell County further described in a deed conveyed from First Lockhart National Bank to Brothers Holding, LLC by Deed dated November 21, 2011 recorded in Document No. 2011-118316 of the Official Records of Caldwell County, Texas and all of Lot 5 & 6, Block 3 & portions of adjoining Alleyway and Street of the South Heights Addition recorded in Vol. 59, Page 59 of the Plat Records of Caldwell County, Texas further described in a deed conveyed from Dexter Rolland to Brothers Holding, LLC by Deed dated April 19, 2013 recorded in Document No. 2013-131880 of the Official Records of Caldwell County, Texas and being more particularly described by metes and bounds as follows to wit:

BEGINNING a found 1/2" iron rod at the northeast corner of the said Lot 8, at the southeast corner of a called Lot 9, Block 3 of the said South Heights Addition and at the west Right-of-Way line of S. Commerce Street, for the northeast corner of this tract;

THENCE along the common line of the said Lot 7 & 8 to a found 1/2" iron rod at the northeast corner of the said tract 2, for an exterior corner of this tract;

THENCE S 33°29'38" E - 124.99' along the common east line of the said Lot 7 & 8 and S commerce street to a found 1/2" iron rod at the southeast corner of the said Lot 16 and the northeast corner of a called Lot 15, Block 5 of the said South Heights Addition, for the southeast corner of this tract;

THENCE S 31°59'13" E - 129.08' along the common line of the said Tract 2 and S. Commerce Street to a set 1/2" iron rod with red cap stamped "TRIAD RPLS 5952" at the northeast corner of a called Lot 15, Block 5 of the said South Heights Addition, for the southeast corner of this tract;

THENCE S 78°19'42" W - 177.06' along the common line of the said Lot 15 and the said Tract 2 to a set 1/2" iron rod with red cap stamped "TRIAD RPLS 5952" on the east line of a 15' alleyway, for an interior corner of this tract;

THENCE S 60°24'43" W - 7.68' entering the 15' alleyway to a found 5/8" iron rod at the northeast corner of a called Lot 1 of the Jackson Family Subdivision recorded in Cabinet D., slide 106 and the southeast corner of the said Tract 1, for an exterior corner of this tract;

Triad Surveying, Inc.
Firm Registration No. 10007900
P.O. Box 1489
Rockdale, Texas 76567
(512) 446-3457

Project No. S24 -344

THENCE along the common line of the said Tract 1 and the said Lot 1 for the following courses and distances:

S 65°18'59" W - 7.36' to a found 1/2" iron rod for an exterior corner of this tract;
78°24'16" W - 243.63' to a set 1/2" iron rod with red cap stamped "TRIAD RPLS 5952" on the east Right-of-Way line of S Colorado Street for the southwest corner of this tract;

THENCE N 03°09'13" W - 243.92' along the common west line of the said Tract 1 and the said Lot 5 & 6 and the east Right-of-Way line of S Colorado Street to a found 1/2" iron rod at the southwest corner of a called Lot 4 of the said South Heights Addition, for the northwest corner of this tract;

THENCE N 78°24'43" E - 161.24' along the common line of the said Lot 5 and the said Lot 4 to a Survey point in a 15' alleyway, from which a found 5/8" with cap stamped "3034", for reference bears S 78°24'43" W - 4.79';

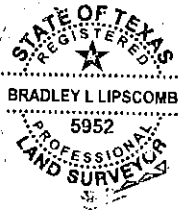
THENCE N 78°24'43" E - 146.50' passing though the 15' alleyway and along the common line of the said Lot 8 and the said Lot 9 to the POINT OF BEGINNING containing within these metes and bounds 2.049 Acres of land.

Bearings are based on the Texas State Plane Coordinate System of 1983, Texas Central Zone.

I, Bradley L. Lipscomb, Registered Professional Land Surveyor No. 5952 in the State of Texas, do hereby certify that this survey was performed on the ground under my supervision and that the field notes hereon are true and correct to the best of my knowledge.

Given under my hand and seal this 18th day of October 2024.

Bradley L. Lipscomb, RPLS



Triad Surveying, Inc.
Firm Registration No. 10007900
P.O. Box 1489
Rockdale, Texas 76567
(512) 446-3457

Project No. S24 -344



City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: April 15, 2025

AGENDA ITEM CAPTION: Discussion and/or action regarding Hotel Occupancy Tax (HOT) allocations as recommended by the HOT Advisory Board for the 2025 funding year.

ORIGINATING DEPARTMENT AND CONTACT: Finance - Keeli Michna

ACTION REQUESTED: Direction

BACKGROUND/SUMMARY/DISCUSSION: On April 3, 2025, the Hotel Occupancy Tax (HOT) Advisory Board met to review and discuss Hotel Tax funding applications for FYE 2025. The City of Lockhart collects a 7% Hotel Occupancy Tax from hotels, bed & breakfasts, and other lodging facilities. The revenue from the HOT fund may be used only to directly promote tourism and the hotel and convention industry. The Funding Application Form provides applicants the specific eligible uses of HOT funds under state law requirements, outlines city policy, and provides guidance on the priority uses for Hotel Tax funds. A copy of this form is attached for reference.

This funding cycle, the City received ten applications from eight organizations. The eight organizations include: Caldwell County Jail Museum, Courthouse Nights, Gaslight-Baker Theatre, Greater Caldwell County Hispanic Chamber of Commerce, Lockhart Chamber of Commerce, Lockhart Initiative for Tourism, Spellerberg Projects, and Troubador Image + Sound. All applicants were in attendance at the HOT Advisory Board meeting and made formal presentations. The total amount requested was \$323,000. This is an increase of \$100,500 over the amount requested in FYE 2024.

After discussion and consideration, the HOT Advisory Board submits a proposed funding allocation of \$225,000 for FYE 2025 to Council for review and final approval. The Board funding proposal presents an allocation that provides funding for two new applicants, the Lockhart Initiative for Tourism and Spellerberg Projects, while providing continued financial support to existing events and ongoing historical restoration and preservation projects.

Also attached are the FYE 2025 Application Funding Chart providing the HOT Advisory Board's detailed funding recommendations and the previous year's allocation history, and the submitted Funding Applications for review.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required: \$225,000

Account Number: 220-5199-2XX-00

Funds Available: \$103,859

Account Name: HOTEL/MOTEL EXPENDITURES

City of Lockhart, Texas

Council Agenda Item Cover Sheet

FISCAL NOTE (if applicable): Two quarters of revenue collections remain in FYE 2025.

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff request direction from the Council for the allocation of HOT funds.

LIST OF SUPPORTING DOCUMENTS: FYE 2025 - HOT Use Application Form, FYE 2025 - HOT Board Approved - Application Funding Chart, FYE 2025 - HOT Funding Applications, FYE 2025 HOT Applicant Presentations

FUNDING APPLICATION FORM

HOTEL OCCUPANCY TAX USE GUIDELINES UNDER TEXAS STATE LAW



State Law: By law of the State of Texas, the City of Lockhart collects a Hotel Occupancy Tax (HOT) from hotels, bed & breakfasts, and other lodging facilities. Under state law, the revenue from the HOT may be used only to directly promote tourism and the hotel and convention industry. **Chapter 351 of the Tax Code states that the use of HOT funds is limited to:**

- a) **Convention Centers and Visitor Information Centers:** the acquisition of sites for and the construction, improvement, enlarging, equipping, repairing operation and maintenance of convention center facilities or visitor information centers, or both;
- b) **Registration of Convention Delegates:** the furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants;
- c) **Advertising, Solicitations and Promotions that Directly Promote Tourism and the Hotel and Convention Industry:** advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity;
- d) **Promotions of the Arts that Directly Promote Tourism and the Hotel and Convention Industry:** the encouragement, promotion, improvement, and application of the arts that can be shown to have some direct impact on tourism and the hotel/convention industry. The impact may be that the art facility or event can show hotel nights that are booked due to their events or that guests at hotels attend the arts event. Eligible forms of art include instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms.
- e) **Historical Restoration and Preservation Activities that Directly Promote Tourism and the Hotel and Convention Industry:** historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums.
- f) **Sporting Event Expenses that Substantially Increase Economic Activity at Hotels:** Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the city or its vicinity.
- g) **Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations:**
 - 1. the commercial center of the city;
 - 2. a convention center in the city;

3. other hotels in or near the city; or
4. tourist attractions in or near the city.

The law specifically prohibits the use of the local hotel tax to cover the costs for general city transit costs to transport the general public.

h) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality.

City Policy: The City of Lockhart accepts applications from groups and businesses whose program fits into one or more of the above categories. All requests for funds should be submitted by the official application. The application will be reviewed by the City of Lockhart's HOT Advisory Board at a regularly scheduled meeting. The applicant may choose to be present at the meeting to answer any questions regarding the application.

Based on the application, the City of Lockhart's HOT Advisory Board will make a recommendation to the City Council. The City Council will make the final decision on your request.

Eligibility and Priority for Hotel Tax Funds: Priority will be given to those events and entities based on their ability to generate overnight visitors to the City of Lockhart. Events can prove this potential to generate overnight visitors by:

- a) **historic information on the number of room nights used during previous years of the same events;**
- b) **current information on the size of a room block that has been reserved at area hotels to accommodate anticipated overnight guests attending the funded event;**
- c) **historical information on the number of guests at hotel or other lodging facilities that attended the funded event (through surveys, guest directories, or other sources; and/or**
- d) **examples of the planned marketing of the programs and activities that will likely generate overnight visitors to local lodging properties from this event.**

Use of Revenues from Event: A portion of the revenues from any event and/or project receiving any type of funding assistance from the HOT funds should be channeled back into the future costs of operating that same event or the continued operation of the project.



**HOTEL OCCUPANCY TAX (HOT)
FUNDING APPLICATION REQUESTS
FYE 2025**

Organization (Alphabetical)	(A) Convention Center or visitor's center	(B) Registration of Convention Delegates	(C) Advertising, Solicitations, Promotional programs to attract tourists and convention delegates.	(D) Promotion of the Arts that directly enhance tourism and the hotel & convention industry. (limit 15% budget)***	(E) Historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs. (limit 15% budget)***	(F) Expenses including promotional expenses, directly related to sporting events.	(G) Funding transportation systems for transporting tourists from hotel to any of the following: 1) commercial center; 2) convention center; 3) other hotels; and 4) tourist attractions.	(H) Signage directing tourists to sights and attractions that are frequently visited by hotel guests in the municipality	TOTAL REQUESTED FUNDING FYE 2025	PRIOR YEAR ALLOCATIONS FYE 2024	BOARD APPROVED ALLOCATIONS FYE 2025
				\$30,000	\$30,000						
Caldwell County Jail Museum & Visitors Center (NP)*	\$ -	\$ -	\$ -	\$ -	\$ 15,000	\$ -	\$ -	\$ -	\$ 15,000	\$ 15,000	\$ 15,000
Gaslight-Baker Theater (NP)					15,000				15,000	15,000	\$ 15,000
Hispanic Chamber of Commerce (NP) Cinco de Mayo Festival			10,000	10,000					25,000	20,000	\$ 20,000
Hispanic Chamber of Commerce (NP) Diez y Seis Festival			5,000	15,000					25,000	20,000	\$ 20,000
Lockhart Chamber of Commerce (NP) Chisholm Trail Roundup, Rodeo, & Festival			25,000			35,000			60,000	60,000	\$ 60,000
Lockhart Chamber of Commerce (NP) Visitor's Bureau & Information Center	25,000		25,000						130,000	77,500	\$ 50,000
Lockhart Initiative for Tourism (LIT) (NP) Marketing website			10,000	-					10,000	-	\$ 10,000
Courthouse Nights Corp. (NP)			15,000						20,000	10,000	\$ 15,000
Spellerberg Projects (FP) Create Texas Cultural District				5,000					5,000	-	\$ 5,000
Troubador Image + Sound (NP) 78644 Podcast			15,000						18,000	5,000	\$ 15,000
	\$ 25,000	\$ -	\$ 105,000	\$ 30,000	\$ 30,000	\$ 35,000	\$ -	\$ -	\$ 323,000	\$ 222,500	\$ 225,000

CURRENT HOT FUNDS AVAILABLE: \$ 103,859

*Abbreviations: Non-Profit (NP) | For-Profit (FP) - as stated on application.

PROJECTED FYE 2025 YEAR-END HOT FUNDS AVAILABLE: \$ 200,000

***Limit of 15% based on projected FYE 2025 available fund balance (\$200,000). This amount represents the absolute maximum cap.

**HOTEL OCCUPANCY TAX (HOT)
FUNDING APPLICATION REQUEST
FYE 2025**

**CALDWELL COUNTY JAIL MUSEUM &
VISITORS CENTER**

Application

Date: 3/15/2025 (for 2025)

Organization Information

Name of Organization: Caldwell County Historic Jail Museum & Visitors Center
(Operated by: Caldwell County Historical Commission)

Address: 315 East Market Street (Mailing Address: PO Box 1419)

City, State, Zip: Lockhart, TX 78644

Contact Name: Coyle Buhler, Chair Contact Phone Number: 512-376-8636

Web Site Address for Event or Sponsoring Entity: <http://caldwellcountyhistoricalcommission.org/home.html>
(<https://m.facebook.com/CaldwellCountyHistoricalCommission/>)

Non-Profit or For-Profit status: Non-Profit Tax ID #: 74-0750132

Entity's Creation Date: 1974

Purpose of your organization: Heritage Tourism. Strategically located and highly visible, the historic Jail Museum & Visitors Center will attract, entertain and educate over 2,250 tourists and visitors throughout a typical year with tourism-related information, public interpretive exhibits, outreach programs and special events. The historic 1909 Caldwell County Jail building is fully open to the traveling public and a tremendous tourist attraction alone. To promote local heritage tourism, the historic Jail Museum collects, identifies, and preserves historical material pertaining to the rich history of Lockhart, Caldwell County, and its residents. The Jail Museum & Visitors Center collection consists of the historic jail building, local area relevant historic artifacts, photographs, books, documents and maps. The Jail Museum & Visitors Center is operated by the Caldwell County Historical Commission.

Event Information

Name of Event or Project: Caldwell County Historic Jail Museum & Visitors Center

Date of Event or Project: 1/1/2025-12/31/2025

Primary Location of Event or Project: 315 East Market Street, Lockhart, TX 78644

Amount Requested: \$ 15,000

How will the funds be used: The funds will be used consistent with Chapter 351 (e) of the Texas Tax Code. This includes historical restoration, preservation and maintenance activities and advertising, conducting solicitations and promotional programs to encourage tourists and convention delegates to



visit preserved historic sites or museums. The funds will be used to preserve, repair, restore and maintain the historic Museum structure and historic materials exhibited. Also, the funds will be used for heritage-tourism related advertizing and informational materials (See attach budget). In addition on weekends, using other donated funds, when the Chambers of Commerce and many other points of interest may be closed, the Jail Museum & Visitors Center will support the community tourism-related efforts as a visible tourist attraction, providing brochures and other local information to visiting tourists. The historic Jail Museum & Visitors Center **does not** intend to replace, but augment, the one primary designated visitor's center for the City of Lockhart. HOT funds **will not** be used for visitor center direct operating expenses.

Primary Purpose of Funded Activity/Facility: **Preserve and maintain the historic Jail Museum and promote Heritage Tourism. Approximately 90% of the expected over 2,250 registered weekend visitors in a typical year are tourists from outside Caldwell County.** In the past, the Jail Museum & Visitors Center has hosted visitors from over **224 different Texas cities** and over **46 different states**. Also, the Jail Museum & Visitors Center has hosted international tourists representing over **57 foreign countries**. The Jail Museum & Visitors Center is a community non-profit operation supported by many dedicated volunteers. The vast majority of support activities for the Jail Museum & Visitor Center are performed by unpaid volunteers. Over **1,600 registered hours of volunteer work** were documented in the past year. A docent is on duty to welcome and inform all guests during hours of public operation. The requested HOT funds will **NOT** be used to offset the cost of docent related activities or direct visitor center operating expenses. The HOT funds will be used to preserve, repair, restore, protect and maintain the historic Museum structure and historic materials exhibited. Also, the funds will be used for Lockhart historical tourism-related promotional materials (consistent with Chapter 351 (e) of the Texas Tax Code).

Percentage of Hotel Tax Support of Related Costs: "Costs" are only event-related (see attached budget)

49.8 Percentage of Total **Event Costs** Covered by Hotel Occupancy Tax

70.5 Percentage of Total **Facility Costs** Covered by Hotel Occupancy Tax for the Funded Event
(Consistent with Chapter 351 (e) of the Texas Tax Code)

0 Percentage of **Staff Costs** Covered by Hotel Occupancy Tax for the Funded Event
(Funds are not used for Museum Docent activities – all maintenance is by contract labor)

If staff costs are covered, estimate percentage of time staff spends annually on the funded event(s)
compared to other activities 0 %



Which Category or Categories Apply to Funding Request, and Amount Requested Under Each Category:

- ☐ a) **Convention Center or Visitor Information Center:** construction, improvement, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both. Amount requested under this category: \$ -0.00- [see Item (e) below]. ♦
- ☐ b) **Registration of Convention Delegates:** furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants. Amount requested: \$ _____
- ☐ c) **Advertising, Solicitations, Promotional programs to attract tourists and convention delegates** or registrants to the municipality or its vicinity. Amount requested under this category: \$ _____
- ☐ d) **Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry:** the encouragement, promotion, improvement, and application of the arts that can be shown to have some direct impact on tourism and the hotel/convention industry. The impact may be that the art facility or event can show hotel nights that are booked due to their events or that guests at hotels attend the arts event. Eligible forms of art include instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and soundrecording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms : \$ _____
- ☒ e) **Historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums.** Amount requested under this category: \$ 15,000
- ☐ f) **Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the city or its vicinity.** Amount requested under this category: \$ _____

How many individuals are expected to participate in the sporting related event? _____

How many of the participants at the sporting related event are expected to be from another city or county? _____

Quantify how the sporting related event will substantially increase economic activity at hotels within the city or its vicinity?

- ☐ g) **Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations: 1) the commercial center of the city; 2) a convention center in the city; 3) other hotels in or near the city; and 4) tourist attractions in or near the city.** Amount requested under this category: \$ _____

What sites or attractions will tourists be taken to by this transportation? _____



Will members of the general public (non-tourists) be riding on this transportation? _____

What percentage of the ridership will be local citizens? _____

- ☐ h) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality. Amount requested under this category: \$ _____

What tourist attractions will be the subject of the signs?

Questions for All Funding Request Categories:

1. How many years have you held this Event or Project: 41 (Started In 1983)
2. Expected Attendance: Over 2,250
3. How many people attending the Event or Project will use City of Lockhart hotels? ?
Number of the people many nights will they stay: ?
4. Do you reserve a room block for this event at an area hotel and if so, for how many rooms and at which hotels: No. Very seldom does an out-of-town visitor book lodging in advance just to visit only a museum or visitors center. But, many of the visitors to the Jail Museum & Visitors Center come exclusively to witness, learn and discover the rich history of Lockhart and Caldwell County. While doing so, the visitors are directed by the Jail Museum Docent to local lodging, restaurants, and many other points of interest in the area. Consistently, over 90% of the registered weekend visitors are from outside Caldwell County and are ideal prospects for over-night lodging. Many are from another state, or another country, and in need of lodging. The Jail Museum & Visitor Center is open with comprehensive visitor information on the weekend, when many other tourist information locations are closed.
5. List other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from HOT and the number of hotel rooms used:

Month/Year Held	Assistance Amount	Number of Hotel Rooms Used
<u>2024</u>	<u>\$ 15,000.00</u>	<u>?</u>
<u>2023</u>	<u>\$ 17,000.00</u>	<u>?</u>
<u>2022</u>	<u>\$ 5,000.00</u>	<u>?</u>
<u>2021</u>	<u>\$ 4,000.00</u>	<u>?</u>



6. How will you measure the impact of your event on area hotel activity (e.g.; room block usage information, survey of hoteliers, etc.)? The Jail Museum & Visitors Center attempts to register each and every visitor. Approximately 25%-30% refuse or fail to register. We will attempt to obtain the visitor over-night lodging statistical information.
7. Please list other organization, government entities, and grants that have offered financial support to your project: The Jail Museum & Visitors Center is a community non-profit operation supported by many dedicated volunteers and donors. It depends on and appreciates all donations, both large and small. Excluding HOT funds, total donations in most years are well below the costs of maintaining the building. Without HOT funds, the Jail Museum would suffer a large net funds deficit. Caldwell County supports the Jail Museum & Visitors Center by providing the historic jail building with periodic minor maintenance at no cost. In addition, Caldwell County has provided a total of \$4,000 cash over the past five years to supplement operating costs. In addition, for many prior years in the Fall, typically approximately 400 additional visitors would come to Lockhart from around central Texas to the very popular and successful "Speaking of the Dead: Intriguing Stories of the Past". It is a twilight and after-dark historical adventure fund raiser, where visitors meet many "Kindred Spirits" that have "come back from the grave" to tell their personal stories about the historic Lockhart area. The Caldwell County Historical Commission has collaborated with many other local organizations (i.e. City of Lockhart, LISD, Gaslight-Baker Theater, Chamber) to sponsor Jail Museum & Visitors Center outreach activities to raise donated funds for the benefit of the Jail Museum & Visitors Center preservation expenses. These out-reach programs bring many additional tourists to Lockhart and have been fund-raising activities to fund the Jail Museum & Visitor Center operations and preservation budget.
8. Will the event charge admission? Do you anticipate a net profit from the event? If there is a net profit, what is the anticipated amount and how will it be used?
A donation of \$5 for adults and \$3 for children is suggested for a tour of the Museum exhibits and upper floors containing the historic jail cells. There has not been a Visitor Center annual operating funds surplus since beginning operations. We depend on outside donations to cover shortfalls.



9. Please list all promotion efforts your organization is coordinating and the amount financially committed to each media outlet: The Jail Museum & Visitors Center does not have funds to engage in paid heritage promotions, unless provided through HOT funding.

Newspaper: \$ PSAs
Radio: \$ PSAs
TV: \$ PSAs
Other Paid Advertising: \$ 1,802.79 (2022) & 471.27 (2023) & 269.26 (2024)

Number of Press Releases to Media: 35 (2022 & 2023 & 2024)

Number Direct Mailings & Emailing to out-of-town recipients: ~9,650 (2022 & 2023 & 2024)

Other Promotions: To promote and publicize local attractions to tourists from outside of Lockhart, the historic jail building has been made available to multiple film groups and to paranormal groups that conducted experiments in an attempt to detect any "ghosts" or "spirits". They also produce and host widely viewed internet videos and podcasts. We have continued to be featured on "Day Tripper" television program. The Jail Museum & Visitors Center has been featured in numerous publications, including the Texas Hill Country Magazine. Annually, volunteers conduct several weekday educational tours and local heritage presentations for K-12 and university classes, Scout troops, and Chamber of Commerce bus tours. In the past, the Jail Museum & Visitors Center has participated in a local homes tour conducted by a local service sorority. These many out-reach programs bring many additional tourists and visitors to Lockhart. The Museum distributes promotional brochures to museums and towns throughout Texas for redistribution. As mentioned in #7 above, in many past years, typically over 400 additional visitors have come to Lockhart from around central Texas to the very popular and successful "Speaking of the Dead: Intriguing Stories of the Past".

10. Will you include a link to local hotels on your website for booking during this event? Yes, if authorized and provided.
11. Will you negotiate a special rate or hotel/event package to attract overnight stays? We will promote any special rates offered by local lodging through existing platforms.



12. What new marketing initiatives will you utilize to promote hotel and convention activity for this event? We will include local lodging info on existing platforms and with in-house displays of provided materials and information.
13. What geographic areas does your advertising and promotion reach: Worldwide, through the internet. As a past example, groups from Australia and Oregon came to Lockhart exclusively to visit the Lockhart Cemetery, Jail Museum, and area historic sites on family heritage trips. The Jail Museum & Visitor Center aided in the visitors' trip planning, research and coordination. All was completed both via internet and in-person at the Jail Museum & Visitor Center. In the past, the Jail Museum & Visitors Center has hosted and registered visitors from over 224 different Texas towns and cities, over 45 different states, and over 57 foreign countries.
14. How many individuals will your proposed marketing reach who are located in another city or county? Over 2,025 in-person (90%- based on prior year stats) and 1000's via the internet & email
15. If the funding requested is related to a permanent facility (e.g. museum, visitor center):
Expected Attendance Monthly/Annually: Over 2,250/ distributed fairly equally over the year.
Percentage of those in attendance that are staying at area hotels/lodging facilities: ? %
Note: Consistently, over 90% of the registered weekend visitors to the Jail Museum & Visitors Center are from outside Caldwell County and ideal prospects for local over-night lodging. We do not have any current data as to the number or percent that are staying in local lodging facilities.

Please Submit To:

City of Lockhart HOT Advisory Board
c/o Finance Department
P.O. Box 239
Lockhart, TX 78644



**HISTORIC CALDWELL COUNTY JAIL MUSEUM
&
VISITORS CENTER**



HERITAGE TOURISM

PROPOSAL

**HISTORIC CALDWELL COUNTY JAIL MUSEUM
&
VISITORS CENTER
Lockhart, Texas**

**Operated by
CALDWELL COUNTY
HISTORICAL COMMISSION**

**MISSION STATEMENTS
OF
THE HISTORIC CALDWELL COUNTY JAIL MUSEUM & VISITORS CENTER**

Located in the City of Lockhart, the mission of the Historic Caldwell County Jail Museum & Visitors Center is to promote heritage tourism for the economic benefit of Lockhart and surrounding Caldwell County, by preserving, exhibiting and sponsoring the recorded and material history of the area.

Strategically located and highly visible, the Jail Museum & Visitors Center will attract, entertain and educate over 2,250 tourists and visitors throughout a typical non-pandemic year with tourist-related information, public interpretive exhibits, outreach programs and special events.

On weekends, when the Chambers of Commerce and many other points of interest are closed, the Jail Museum & Visitors Center will support the community tourist-related efforts as a visible tourist attraction, providing brochures and other local information to visiting tourists. The Jail Museum & Visitors Center will augment, not replace, the City's primary visitors center.

The Jail Museum will collect, identify, and preserve historical material pertaining to the rich history of Lockhart, Caldwell County, and its residents and visitors. The Jail Museum collection will consist of the historic jail building, local area relevant historic artifacts, photographs, books, documents and maps.

REQUEST FOR A HOTEL OCCUPANCY TAX FUND ALLOCATION

We respectfully request an amount of \$15,000 from the prospective allocation of the Hotel Occupancy Tax Fund. This money will be allocated exclusively to preserve, repair, restore and maintain the historic Museum structure and historic materials exhibited. Also, the funds will be used to promote heritage-tourism related advertizing and informational materials consistent with Chapter 351 (e) of the Texas Tax Code.

**HISTORIC CALDWELL COUNTY JAIL MUSEUM
&
VISITORS CENTER
Lockhart, Texas**

Operated by
CALDWELL COUNTY HISTORICAL COMMISSION

Annual Funds Recap: Over the past year, the Historic Caldwell County Jail Museum & Visitor Center received **\$15,000** funding from the City's annual Hotel Occupancy Tax Fund distribution. **Thank You!** A total distribution of **\$15,000** is anticipated and requested for the coming year. **The total amount received from the Hotel Occupancy Tax Fund distribution will be used to partially off-set the expense to preserve, repair, restore, maintain and promote the historic Museum structure, its historical exhibits, and promote local heritage-tourism.** The Jail Museum & Visitor Center is a community non-profit operation.

HOT Fund Allocation Request: The Jail Museum & Visitor Center total operating expenses for **2025** are budgeted at **\$30,150** for the upcoming fiscal year (budget attached). The building preservation/restoration/repairs and advertizing/promotional HOT qualifying expenses budgeted for the year total **\$22,590**. Any short-fall in the overall Jail Museum & Visitors Center annual operating budget must be made-up from donations and year-round fund raising activities.

For the coming fiscal year, we respectfully request \$15,000 from the Hotel Occupancy Tax Fund distribution. This money will be allocated consistent with Chapter 351(e) of the Texas Tax Code. This requested distribution would help overcome short-falls in fund raising for building restoration, preservation, maintenance, and the promotion of heritage-tourism.

Jail Museum & Visitors Center Tourism Benefits: The Lockhart area history and heritage are its greatest assets. The Jail Museum & Visitors Center stands tall as a strategically located and highly visible focal point for weekend tourists and visitors to Lockhart. As conditions and precautions allow, the Visitors Center will be open every weekend when most tourists are in the area. It will be open on Saturdays and Sundays, when many other local tourist information locations are closed. Also, many times volunteers are able to accommodate special requests for tours during the week. The Jail Museum & Visitors Center operation interacts with a large variety of groups of tourists and local public throughout the year.

In a typical year, the Museum & Visitors Center receives over 2,000 registered guests. Over 90% of our weekend visitors were tourists from outside the Caldwell County area. In the past, the Visitors Center has hosted visitors from over 224 different Texas cities and 45 different states, including as far-away as Alaska and Connecticut. Also, the Visitors Center has hosted international tourists representing over 57 foreign countries (including: Japan, South Korea, China, Russia, Philippines, Singapore, Indonesia, Australia, New Zealand, India, Bangladesh, Ukraine, Russia, Germany, Denmark, Sweden, Finland, Turkey, Greece, Hungary, France, Italy, Spain, Israel, England, Scotland, Ireland, Kenya, Nigeria, Argentina, Venezuela, Colombia, Ecuador, Nicaragua, Guatemala, Barbados, Puerto Rico, Jamaica, Mexico and Canada).

Jail Museum & Visitors Center Heritage Tourism Outreach: To promote and publicize local attractions to tourists from outside of Lockhart, the historic jail building has been made available to multiple film groups and to paranormal podcast groups that conducted experiments in an attempt to detect “spirits from the past”. We have continued to be featured on the “Day Tripper” television program and the *Texas Hill Country Magazine*. Every time the Jail Museum is featured, Lockhart and the Jail Museum & Visitors Center receive a great response with increased out-of-town visitors. To promote and publicize local attractions year-round to tourists and visitors already in Lockhart, the Jail Museum Visitors Center will continue to distribute appropriate local tourism brochures made available to us by various groups.

For many past years, in the early Fall, typically over 400 additional visitors come to Lockhart from around central Texas to the very popular and successful “Speaking of the Dead: Intriguing Stories of Lockhart Past”. It is a twilight and after-dark historical adventure, where visitors meet many “Kindred Spirits” that have “come back from the grave” to tell their personal stories about the historic Lockhart area. The Caldwell County Historical Commission sponsors this historical tourism outreach for the benefit for the Jail Museum & Visitors Center. It brings many additional tourists to Lockhart and has been the primary fund-raising activity for the Jail Museum & Visitors Center.

Volunteer Support Activities: The Jail Museum & Visitors Center is a community non-profit operation supported by many dedicated volunteers. It depends on and appreciates all donations, both large and small. The vast majority of support activities for the Jail Museum & Visitor Center are performed by unpaid volunteers outside the posted hours of public operation. Over **1600 volunteer hours** were documented for the past year. In addition to the activities previously mentioned, we have conducted several educational tours for K-12 and university classes, Boy Scout troops, and Chamber of Commerce bus tours. These and other outreach programs bring many additional tourists and visitors to Lockhart.

In addition to tourist-related operations, the historic Jail Museum building is undergoing a multi-year program of planned restoration and preservation as funds become available from specific grants and donations. Hotel Occupancy Tax funds have been allocated to restoration, preservation and maintenance projects. These activities are typically scheduled during non-public hours and do not interfere with the Visitors Center’s beneficial tourist-related operation. The rich history and heritage of the local area is also actively promoted as funds are available.

Thank You: On behalf of the Historic Caldwell County Jail Museum & Visitors Center, I would like to thank the Lockhart City Council, the HOT Advisory Board, and the Finance Department for its foresight and funding in the past years. We encourage you to continue your support for this historic Lockhart jewel. The Jail Museum & Visitors Center offers a great economic benefit to the entire community.

Respectfully submitted,

Coyle Buhler, Chair
Caldwell County Historical Commission
Historic Caldwell County Jail Museum & Visitors Center

HISTORIC CALDWELL COUNTY JAIL MUSEUM and VISITORS CENTER

<u>ANNUAL EXPENSES (*HOT Qualified):</u>	<u>2024 Actual</u>	<u>2025 Budget</u>
Docent – Labor	\$ 2,340.00	\$ 2,575.00
Credit Card Fees	1,385.37	1,000.00
City of Lockhart - Utilities	2,625.70	2,890.00
Insurance – Property Preservation*	1,559.00	1,715.00
Telephone - ATT	537.56	600.00
Supplies – Operations	220.15	300.00
Supplies – Maintenance / Preservation / Repairs*	181.52	250.00
Maintenance – Building Preservation (Labor)*	3,067.09	3,375.00
Advertizing / Promotion – Materials*		500.00
Pest Control – Termites / Ants/Bees*	411.36	1,000.00
Promotion / Advertizing – Heritage Tourism*	269.26	750.00
Fees / Other	144.00	200.00
Restoration / Preservation (Special Projects Backlog)*	10,387.95	15,000.00
TOTAL MUSEUM EXPENSES (Calendar Year)	\$23,128.78	\$ 30,150.00

MUSEUM RESTORATION / PRESERVATION (*HOT QUALIFIED) BACKLOG

Electrical: Repairs / Upgrades	\$ 9,800.00
Exterior: Preservation / Repairs / Painting	5,500.00
Windows: Restoration / Repairs / Replacements / Security	3,500.00
Accessibility Upgrades	3,250.00
Interior: Preservation / Repairs / Painting	6,500.00
Third Floor: Archive Storage Space Security / Rehab / Preservation	6,400.00
Environmental: Air Conditioning/Dehumidification Upgrades/Repairs (3 rd)	4,250.00
Museum Signage / Displays: Repairs / Preservation / Security	2,750.00
Plumbing: Repairs / Upgrades / Maintenance	5,500.00
Inventory / Records-Graffiti Recording / Preservation	3,200.00
Basement & Tree Damage Cleanup / Rehab / Upgrades	8,000.00
Security: Cameras, Electronics, Miscellaneous Supplies and Maintenance	5,250.00
TOTAL PRESERVATION / RESTORATION BACKLOG*	\$63,900.00

**HOTEL OCCUPANCY TAX (HOT)
FUNDING APPLICATION REQUEST
FYE 2025**

COURTHOUSE NIGHTS CORP.

Application

Date: 3/24/25

Organization Information

Name of Organization: Courthouse Nights Corp.

Address: 610 S. Main St.

City, State, Zip: Lockhart, TX 78644

Contact Name: Rachel Lingvai Contact Phone Number: 512-689-2726

Web Site Address for Event or Sponsoring Entity <https://www.rachandrhowesrepresents.com/courthouse-nights>

Non-Profit or For-Profit status: Non-Profit Tax ID #: 33-3190222

Entity's Creation Date: 1/28/25 as a non-profit, through Rach & Rhodes from May 2021

Purpose of your organization: Courthouse Nights' primary purpose is to bring our community together through music and the arts.

Event Information

Name of Event or Project: Courthouse Nights

Date of Event or Project: April-August, 3rd Friday of the month - 5 events

Primary Location of Event or Project: Downtown Lockhart Square

Amount Requested: \$ 20,000

How will the funds be used: The funds will be used for everything! Each month costs roughly 5k. This includes booking talent, hiring a professional sound team, hiring a professional photographer, insuring ourselves possibly merch (tshirts, hats), feeding everyone on our team plus talent, marketing ourselves (print & digital). Paying staff.



Primary Purpose of Funded Activity/Facility:

Our primary purpose of Courthouse Nights is to bring our community together on the Lockhart square to celebrate each other! Our community is diverse and we purposely book talent to showcase that! We strive to book a line-up that reflects all of us and brings us all together. Another purpose of CN is to highlight our downtown businesses. We purposely do not allow vending in order to drive revenue into the hands of our local owners & operators.

Percentage of Hotel Tax Support of Related Costs *If granted 20k

75 Percentage of Total **Event Costs** Covered by Hotel Occupancy Tax

 Percentage of Total **Facility Costs** Covered by Hotel Occupancy Tax for the Funded Event

25 Percentage of **Staff Costs** Covered by Hotel Occupancy Tax for the Funded Event

If staff costs are covered, estimate percentage of time staff spends annually on the funded event(s) compared to other activities 50 %

Which Category or Categories Apply to Funding Request, and Amount Requested Under Each Category:

- ☐ **a) Convention Center or Visitor Information Center:** construction, improvement, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both. Amount requested under this category: \$
- ☐ **b) Registration of Convention Delegates:** furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants. Amount requested under this category: \$
- ☐ **c) Advertising, Solicitations, Promotional programs to attract tourists and convention delegates** or registrants to the municipality or its vicinity. Amount requested under this category: \$
- ☒ **d) Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry:** the encouragement, promotion, improvement, and application of the arts that can be shown to have some direct impact on tourism and the hotel/convention industry. The impact may be that the art facility or event can show hotel nights that are booked due to their events or that guests at hotels attend the arts event. Eligible forms of art include instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording,



and other arts related to the presentation, performance, execution, and exhibition of these major art forms : \$ 20,000

☐ **e) Historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums.** Amount requested under this category: \$ _____

☐ **f) Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the city or its vicinity.** Amount requested under this category: \$ _____

How many individuals are expected to participate in the sporting related event? _____

How many of the participants at the sporting related event are expected to be from another city or county? _____

Quantify how the sporting related event will substantially increase economic activity at hotels within the city or its vicinity?

☐ **g) Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations: 1) the commercial center of the city; 2) a convention center in the city; 3) other hotels in or near the city; and 4) tourist attractions in or near the city.** Amount requested under this category: \$ _____

What sites or attractions will tourists be taken to by this transportation? _____

Will members of the general public (non-tourists) be riding on this transportation? _____

What percentage of the ridership will be local citizens? _____

☐ **h) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality.** Amount requested under this category: \$ _____

What tourist attractions will be the subject of the signs?



Questions for All Funding Request Categories:

1. How many years have you held this Event or Project: 4
2. Expected Attendance: 400+/month x 5 = 20,000
3. How many people attending the Event or Project will use City of Lockhart hotels? 1/2
 Number of the people many nights will they stay: 1 or 2
4. Do you reserve a room block for this event at an area hotel and if so, for how many rooms and at which hotels: No. Not for guests. But I do need to look into booking for one of our bands this season.

5. List other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from HOT and the number of hotel rooms used:

Month/Year Held	Assistance Amount	Number of Hotel Rooms Used
Received 2024's in January of this year, 10k, some of which we have used to pay staff, artists & design for the coming season.		

6. How will you measure the impact of your event on area hotel activity (e.g.; room block usage information, survey of hoteliers, etc.)? survey of hoteliers, airbnb owners, etc.

7. Please list other organization, government entities, and grants that have offered financial

support to your project: City of Austin Live Music Fund 2023, Every year we have financial sponsors in order for this to happen. We have a list of present & past sponsors I can provide, both private and commercial



-
-
8. Will the event charge admission? Do you anticipate a net profit from the event? If there is a net profit, what is the anticipated amount and how will it be used?

It is a free event for the community. We do not net a profit.

9. Please list all promotion efforts your organization is coordinating and the amount financially committed to each media outlet:

Newspaper: \$ _____

Radio: \$ _____

TV: \$ _____

Other Paid Advertising: \$ 4k - print ads, poster art, content creation, banners, season lineup posters, merchandise (wearable adverts)

Number of Press Releases to Media _____

Number Direct Mailings to out-of-town recipients _____

Other Promotions We have never had enough raised to even begin to put towards media outlets.
This is where the city's grant money could really help us. We do spend hours upon hours creating social media blasts.

10. Will you include a link to local hotels on your website for booking during this event?

Yes, we can.

11. Will you negotiate a special rate or hotel/event package to attract overnight stays?

We will try.

12. What new marketing initiatives will you utilize to promote hotel and convention activity for this event?

When promoting shows, be sure to have a page that reflects overnight stay options (Best Western, etc.)

13. What geographic areas does your advertising and promotion reach: _____

Central Texas (Austin, San Marcos, San Antonio), Houston, Louisiana this season - we have a 2 time winning Grammy zydeco band from the bayou this season.



14. How many individuals will your proposed marketing reach who are located in another city or county? 30k

15. If the funding requested is related to a permanent facility (e.g. museum, visitor center):

Expected Attendance Monthly/Annually: _____

Percentage of those in attendance that are staying at area hotels/lodging facilities: _____%

Please Submit to:

City of Lockhart HOT Advisory Board
c/o Finance Department
P.O. Box 239
Lockhart, TX 78644



**HOTEL OCCUPANCY TAX (HOT)
FUNDING APPLICATION REQUEST
FYE 2025**

GASLIGHT-BAKER THEATER

Application

Date: March 21, 2025

Organization Information

Name of Organization: Gaslight-Baker Theatre

Address: 216 S. Main

City, State, Zip: Lockhart, TX, 78644

Contact Name: Jason Jones Contact Phone Number: 512-563-6975

Web Site Address for Event or Sponsoring Entity www.mygibt.org

Non-Profit or For-Profit status: Non-profit Tax ID #: Ein: 26-0312298

Entity's Creation Date: _____

Purpose of your organization: Community Theatre

Event Information

Name of Event or Project: Restoration of Buildings

Date of Event or Project: 2025

Primary Location of Event or Project: The "Gaslight", our newly renovated education, theatre and lobby space next door to the Baker and the Baker

Amount Requested: \$ \$15,000

How will the funds be used: _____

If the project is approved by the HOT fund committee, the money will be used to repoint the bricks on the space at 218 S. Main, restore the wood elements of the facade and repaint both buildings. If the project is not approved, we will just repaint and continue the restoration project of the Baker itself



Primary Purpose of Funded Activity/Facility: Primarily as education, lobby space and a small venue for smaller draw shows.

Percentage of Hotel Tax Support of Related Costs

_____ Percentage of Total **Event Costs** Covered by Hotel Occupancy Tax

95-100 Percentage of Total **Facility Costs** Covered by Hotel Occupancy Tax for the Funded Event

_____ Percentage of **Staff Costs** Covered by Hotel Occupancy Tax for the Funded Event

If staff costs are covered, estimate percentage of time staff spends annually on the funded event(s) compared to other activities _____ %

Which Category or Categories Apply to Funding Request, and Amount Requested Under Each Category:

- ☐ **a) Convention Center or Visitor Information Center:** construction, improvement, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both. Amount requested under this category: \$ _____
- ☐ **b) Registration of Convention Delegates:** furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants. Amount requested under this category: \$ _____
- ☐ **c) Advertising, Solicitations, Promotional programs to attract tourists and convention delegates** or registrants to the municipality or its vicinity. Amount requested under this category: \$ _____
- ☐ **d) Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry:** the encouragement, promotion, improvement, and application of the arts that can be shown to have some direct impact on tourism and the hotel/convention industry. The impact may be that the art facility or event can show hotel nights that are booked due to their events or that guests at hotels attend the arts event. Eligible forms of art include instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and soundrecording,



and other arts related to the presentation, performance, execution, and exhibition of these major art forms : \$ _____

☒ **e) Historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums. Amount requested under this category: \$ 15,000**

☐ **f) Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the city or its vicinity. Amount requested under this category: \$ _____**

How many individuals are expected to participate in the sporting related event? _____

How many of the participants at the sporting related event are expected to be from another city or county? _____

Quantify how the sporting related event will substantially increase economic activity at hotels within the city or its vicinity?

☐ **g) Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations: 1) the commercial center of the city; 2) a convention center in the city; 3) other hotels in or near the city; and 4) tourist attractions in or near the city. Amount requested under this category: \$ _____**

What sites or attractions will tourists be taken to by this transportation? _____

Will members of the general public (non-tourists) be riding on this transportation? _____

What percentage of the ridership will be local citizens? _____

☐ **h) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality. Amount requested under this category: \$ _____**

What tourist attractions will be the subject of the signs?



Questions for All Funding Request Categories:

1. How many years have you held this Event or Project: _____

2. Expected Attendance: Projected
attendance for
the year _____

3. How many people attending the Event or Project will use City of Lockhart hotels? ____

Number of the people many nights will they stay: _____

4. Do you reserve a room block for this event at an area hotel and if so, for how many rooms and at which hotels: _____

5. List other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from HOT and the number of hotel rooms used:

Month/Year Held	Assistance Amount	Number of Hotel Rooms Used
<u>2022</u>	<u>15k</u>	_____
<u>2023</u>	<u>15k some returned</u>	_____
<u>2024</u>	<u>15k project ongoing</u>	_____

6. How will you measure the impact of your event on area hotel activity (e.g.; room block usage

information, survey of hoteliers, etc.)? _____

We now have a tracking survey question built into our online ticketing and are advertising local hotels on the website and in our programs.

7. Please list other organization, government entities, and grants that have offered financial

support to your project: None so far this year.



8. Will the event charge admission? Do you anticipate a net profit from the event? If there is a net profit, what is the anticipated amount and how will it be used?

N/A

9. Please list all promotion efforts your organization is coordinating and the amount financially committed to each media outlet:

Newspaper:	\$ _____	Will bring these numbers to presentation
Radio:	\$ _____	
TV:	\$ _____	
Other Paid Advertising:	\$ _____	

Number of Press Releases to Media _____

Number Direct Mailings to out-of-town recipients _____

Other Promotions _____

10. Will you include a link to local hotels on your website for booking during this event?

Already on our site.

11. Will you negotiate a special rate or hotel/event package to attract overnight stays?

Possibly for a show later in the year.

12. What new marketing initiatives will you utilize to promote hotel and convention activity for this event?

As listed above, we are trying out some new tracking and advertising models for our hotels.

13. What geographic areas does your advertising and promotion reach: All of Central Texas



14. How many individuals will your proposed marketing reach who are located in another city or county?

~~We have just changed leadership in marketing and online promotion so I don't have good numbers yet,~~
however a large percentage of our ticket sales is from out of county. More information at presentation.

15. If the funding requested is related to a permanent facility (e.g. museum, visitor center):

Expected Attendance Monthly/Annually: 7,142 projected this year, more
~~info at the presentation~~

Percentage of those in attendance that are staying at area hotels/lodging facilities: Unknown %

Please Submit to:

City of Lockhart HOT Advisory Board
c/o Finance Department
P.O. Box 239
Lockhart, TX 78644



**HOTEL OCCUPANCY TAX (HOT)
FUNDING APPLICATION REQUEST
FYE 2025**

**GREATER CALDWELL COUNTY
HISPANIC CHAMBER OF COMMERCE
CINCO DE MAYO FESTIVAL
DIEZ Y SEIS FESTIVAL**

Application

Date: 3/21/2025

Organization Information

Name of Organization: GREATER CALDWELL COUNTY HISPANIC CHAMBER of Commerce

Address: 202 S COMMERCE ST, SUITE 202

City, State, Zip: LOCKPORT, TX 78644

Contact Name: Rob Ortiz Contact Phone Number: 512-921-8000

Web Site Address for Event or Sponsoring Entity www.CaldwellCountyHispanicChamber.com

Non-Profit or For-Profit status: Non-Profit Tax ID #: 74-2811628

Entity's Creation Date: SEP '87

Purpose of your organization: Promote Business within Caldwell County, with an emphasis on investing in local education to improve the economic growth and workforce in the area

Event Information

Name of Event or Project: 2025 Cinco de Mayo / 2025 Día de los

Date of Event or Project: May 2-3, 2025 + SEP. 12-13, 2025

Primary Location of Event or Project: Downtown Square

Amount Requested: \$ 50,000

How will the funds be used: Funds will be used to promote event on social media and online including local ads, and promotional material. This will also help attain higher quality of entertainment and investing back into the Funds by securing rooms @ various hotels.



Primary Purpose of Funded Activity/Facility:

to promote tourism, give back to the community,
and celebrate Hispanic Culture

Percentage of Hotel Tax Support of Related Costs

35% Percentage of Total **Event Costs** Covered by Hotel Occupancy Tax

100% Percentage of Total **Facility Costs** Covered by Hotel Occupancy Tax for the Funded Event

X Percentage of **Staff Costs** Covered by Hotel Occupancy Tax for the Funded Event

If staff costs are covered, estimate percentage of time staff spends annually on the funded event(s) compared to other activities _____ %

Which Category or Categories Apply to Funding Request, and Amount Requested Under Each Category:

- ☐ a) **Convention Center or Visitor Information Center:** construction, improvement, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both. Amount requested under this category: \$ _____
- ☐ b) **Registration of Convention Delegates:** furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants. Amount requested under this category: \$ _____
- ☒ c) **Advertising, Solicitations, Promotional programs to attract tourists and convention delegates** or registrants to the municipality or its vicinity. Amount requested under this category: \$ 5,10,000
- ☒ d) **Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry:** the encouragement, promotion, improvement, and application of the arts that can be shown to have some direct impact on tourism and the hotel/convention industry. The impact may be that the art facility or event can show hotel nights that are booked due to their events or that guests at hotels attend the arts event. Eligible forms of art include instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording,



and other arts related to the presentation, performance, execution, and exhibition of these major art forms : \$ 20,000

☐ e) Historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums. Amount requested under this category: \$ _____

☐ f) Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the city or its vicinity. Amount requested under this category: \$ _____

How many individuals are expected to participate in the sporting related event? _____

How many of the participants at the sporting related event are expected to be from another city or county? _____

Quantify how the sporting related event will substantially increase economic activity at hotels within the city or its vicinity?

☐ g) Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations: 1) the commercial center of the city; 2) a convention center in the city; 3) other hotels in or near the city; and 4) tourist attractions in or near the city. Amount requested under this category: \$ _____

What sites or attractions will tourists be taken to by this transportation? _____

Will members of the general public (non-tourists) be riding on this transportation? _____

What percentage of the ridership will be local citizens? _____

☐ h) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality. Amount requested under this category: \$ _____

What tourist attractions will be the subject of the signs?



Questions for All Funding Request Categories:

1. How many years have you held this Event or Project: 25+
2. Expected Attendance: 5,000+
3. How many people attending the Event or Project will use City of Lockhart hotels? MAX

Number of the people many nights will they stay: 2

4. Do you reserve a room block for this event at an area hotel and if so, for how many rooms and

at which hotels: Yes - BEST WESTERN 2-4, Lockhart Inn 2-3

Americas Best 1-2 per event

5. List other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from HOT and the number of hotel rooms used:

Month/Year Held	Assistance Amount	Number of Hotel Rooms Used
<u>5/24</u>	<u>40,000</u>	<u>6 per event</u>
<u>5/23</u>	<u>30,000</u>	<u>8 "</u>
<u>5/22</u>	<u>20,000</u>	<u>8 "</u>

6. How will you measure the impact of your event on area hotel activity (e.g.; room block usage

information, survey of hoteliers, etc.)? Hoteliers

7. Please list other organization, government entities, and grants that have offered financial

support to your project: N/A



8. Will the event charge admission? Do you anticipate a net profit from the event? If there is a net profit, what is the anticipated amount and how will it be used?

No, MINIMAL, Goes into funding
Scholarships for graduating seniors throughout
the county

9. Please list all promotion efforts your organization is coordinating and the amount financially committed to each media outlet:

Newspaper: \$ 500 x 2
Radio: \$ 3000 x 2
TV: \$ _____
Other Paid Advertising: \$ 1000 x 2

Number of Press Releases to Media 4 x 2
Number Direct Mailings to out-of-town recipients N/A

Other Promotions _____

10. Will you include a link to local hotels on your website for booking during this event?

11. Will you negotiate a special rate or hotel/event package to attract overnight stays?

12. What new marketing initiatives will you utilize to promote hotel and convention activity for this event?

13. What geographic areas does your advertising and promotion reach: _____



14. How many individuals will your proposed marketing reach who are located in another city or county? 15,000 - 20,000

15. If the funding requested is related to a permanent facility (e.g. museum, visitor center):

Expected Attendance Monthly/Annually: n/a

Percentage of those in attendance that are staying at area hotels/lodging facilities: _____%

Please Submit to:
City of Lockhart HOT Advisory Board
c/o Finance Department
P.O. Box 239
Lockhart, TX 78644



**HOTEL OCCUPANCY TAX (HOT)
FUNDING APPLICATION REQUEST
FYE 2025**

**LOCKHART CHAMBER OF COMMERCE
CHISHOLM TRAIL ROUNDUP, RODEO, &
FESTIVAL**

Application

Date: 3/20/2025

Organization Information

Name of Organization: Lockhart Chamber of Commerce

Address: 104 W. Market | P.O. Box 840

City, State, Zip: Lockhart, TX. 78644

Contact Name: Megan Carvajal Contact Phone Number: 512-398-2818

Web Site Address for Event or Sponsoring Entity www.chisholmtrailroundup.com

Non-Profit or For-Profit status: Non-profit Tax ID #: 74-0750055

Entity's Creation Date: 1935

Purpose of your organization: The Chamber is Lockhart's main resource for community, commerce, and tourism.

We proudly produce the Chisholm Trail Roundup and Rodeo every year, a major event celebrating the historic trail, our shared heritage of trade and commerce, pioneering, livestock programs, agriculture, and community. Visitors come for the best of Texas experience!

Event Information

Name of Event or Project: 52nd Chisholm Trail Roundup and Rodeo Festival

Date of Event or Project: June 12-14, 2025

Primary Location of Event or Project: Lockhart City Park

Amount Requested: \$ 60,000

How will the funds be used: Funds will be used to promote the festival out-of-towners as a festival destination.

Funding will be allocated to promotional digital, audio, and print advertising, securing musical talent, producing event commemorative items, such as buttons, and promoting Lockhart destinations and events throughout the year that increase lodging and hotel stays.



Primary Purpose of Funded Activity/Facility:

The 52nd Annual Chisholm Trail Roundup and Rodeo Festival brings together the best of Texas for a fun and unforgettable 3-day experience. The festival celebrates Lockhart's role in the historic Chisholm Trail and the people who pioneered the community we know today. This family-friendly festival draws folks from all over Texas and the world. Attendees enjoy a variety of activities including a BBQ competition, carnival, a variety of vendors, and the Rodeo!

Percentage of Hotel Tax Support of Related Costs

17% Percentage of Total **Event Costs** Covered by Hotel Occupancy Tax

 Percentage of Total **Facility Costs** Covered by Hotel Occupancy Tax for the Funded Event

 Percentage of **Staff Costs** Covered by Hotel Occupancy Tax for the Funded Event

If staff costs are covered, estimate percentage of time staff spends annually on the funded event(s) compared to other activities %

Which Category or Categories Apply to Funding Request, and Amount Requested Under Each Category:

- ☐ a) **Convention Center or Visitor Information Center:** construction, improvement, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both. Amount requested under this category: \$
- ☐ b) **Registration of Convention Delegates:** furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants. Amount requested under this category: \$
- ☒ c) **Advertising, Solicitations, Promotional programs to attract tourists and convention delegates** or registrants to the municipality or its vicinity. Amount requested under this category: \$ \$25,000
- ☒ d) **Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry:** the encouragement, promotion, improvement, and application of the arts that can be shown to have some direct impact on tourism and the hotel/convention industry. The impact may be that the art facility or event can show hotel nights that are booked due to their events or that guests at hotels attend the arts event. Eligible forms of art include instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording,



and other arts related to the presentation, performance, execution, and exhibition of these major art forms : \$ \$25,000

☐ e) Historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums. Amount requested under this category: \$ _____

☒ f) Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the city or its vicinity. Amount requested under this category:
\$ 10,000

How many individuals are expected to participate in the sporting related event? 120

How many of the participants at the sporting related event are expected to be from another city or county? 100

Quantify how the sporting related event will substantially increase economic activity at hotels within the city or its vicinity?

The Rodeo is the central sporting event and the heart of the Chisholm Trail festival. Our rodeo participants, along with their friends, fans, and family, come from a region that spans at least 100 miles from Lockhart which makes overnight lodging necessary for participants, competitors, and entertainment.

☐ g) Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations: 1) the commercial center of the city; 2) a convention center in the city; 3) other hotels in or near the city; and 4) tourist attractions in or near the city. Amount requested under this category: \$ _____

What sites or attractions will tourists be taken to by this transportation? _____

Will members of the general public (non-tourists) be riding on this transportation? _____

What percentage of the ridership will be local citizens? _____

☐ h) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality. Amount requested under this category: \$ _____

What tourist attractions will be the subject of the signs?



Questions for All Funding Request Categories:

1. How many years have you held this Event or Project: 52
2. Expected Attendance: 35,000 over three days
3. How many people attending the Event or Project will use City of Lockhart hotels? Sold out
Number of the people many nights will they stay: 3-4
4. Do you reserve a room block for this event at an area hotel and if so, for how many rooms and at which hotels: Yes, we reserve a block of 15 rooms for entertainment, event producers, judges, and exhibitors.
5. List other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from HOT and the number of hotel rooms used:

Month/Year Held	Assistance Amount	Number of Hotel Rooms Used
<u>June 2024</u>	<u>\$62,500</u>	<u>100%</u>
<u>June 2023</u>	<u>\$65,000</u>	<u>100%</u>
<u>June 2022</u>	<u>\$40,000</u>	<u>100%</u>

6. How will you measure the impact of your event on area hotel activity (e.g.; room block usage information, survey of hoteliers, etc.)? Booking engines and fulfillment codes supplied by the Chamber for CTR. Post-event meetings with lodgers and hoteliers.
We will also produce an event impact report that will be publicly available for transparency.
7. Please list other organization, government entities, and grants that have offered financial support to your project: Corporate and business sponsorships, in-kind support including City of Lockhart



-
-
8. Will the event charge admission? Do you anticipate a net profit from the event? If there is a net profit, what is the anticipated amount and how will it be used?
This is a ticketed event with an admission price for entry. Prices reflect affordability for families and ticket options include an individual day pass or discounted 3-day pass. Net proceeds are expected minimal and will be used to support the operating expenses of the Chamber, including staff paid time to manage CTR.

9. Please list all promotion efforts your organization is coordinating and the amount financially committed to each media outlet:

Newspaper: \$ 5,000
Radio: \$
TV: \$ 0
Other Paid Advertising: \$ 25,000

Number of Press Releases to Media 50
Number Direct Mailings to out-of-town recipients 0

Other Promotions Paid digital media in markets throughout Texas, magazine ads in major Texas metros
local promotions at First Fridays, royal court contests, parades, and other events.

10. Will you include a link to local hotels on your website for booking during this event?
Yes, for lodging at hotels, Airbnbs, and on hellolockhart.com

11. Will you negotiate a special rate or hotel/event package to attract overnight stays?
Yes

12. What new marketing initiatives will you utilize to promote hotel and convention activity for this event?

We will build upon the Chamber's recent success with online and digital marketing promotions.

We will promote with chambers throughout Texas, including Taylor, Granbury, Schertz, and other
similarly sized towns.

13. What geographic areas does your advertising and promotion reach: Texas
-



14. How many individuals will your proposed marketing reach who are located in another city or county? 150,000

15. If the funding requested is related to a permanent facility (e.g. museum, visitor center):

Expected Attendance Monthly/Annually: _____

Percentage of those in attendance that are staying at area hotels/lodging facilities: _____%

Please Submit to:
City of Lockhart HOT Advisory Board
c/o Finance Department
P.O. Box 239
Lockhart, TX 78644



Chisholm Trail Roundup & Rodeo Marketing Plan

Objective:

To increase attendance and overnight stays for the Chisholm Trail Roundup & Rodeo through a strong digital media presence, strategic partnerships with similarly sized Texas towns, and targeted promotional efforts.

Target Audience:

- **Rodeo Enthusiasts:** Fans of rodeo events from across Texas and surrounding states.
 - **Country Music & Festival Goers:** Visitors attracted by live music and festival experiences.
 - **Families & Weekend Travelers:** Tourists looking for a fun and family-friendly summer event.
 - **BBQ & Culinary Travelers:** Food lovers drawn to Lockhart's reputation as the BBQ Capital of Texas.
-

Marketing Strategy:

1. Digital Marketing & Social Media Expansion

Platform Focus: Facebook & Instagram

- **Posting Schedule:**
 - Minimum of 4 posts per week (2 static, 2 reels/stories)
 - Event promotion, contestant highlights, entertainment teasers, and behind-the-scenes footage
- **Content Strategy:**
 - High-quality photos and videos showcasing past events, rodeo action, and festival highlights
 - Interviews with rodeo competitors, musicians, and local vendors
 - Weekly "CTR Spotlight" posts featuring sponsors, local businesses, and event attractions
- **Paid Advertisements:**
 - Targeted Facebook and Instagram ads aimed at Texas metro areas
- **Influencer & Travel Blogger Collaborations:**
 - Invite Texas-based influencers and travel bloggers for exclusive event access
 - Provide media passes for digital content creators to cover the festival live

2. Cross-Promotion with Sister Chambers

- Partner with chambers in Taylor, Granbury, Schertz, and other similarly sized towns.
- **Joint Digital Campaigns:**
 - Feature each other's events and festivals on social media
 - "Texas Rodeo & Festival Trail" campaign encouraging visitors to attend multiple events
- **Newsletter Swaps:** Share CTR event details in other chambers' newsletters.
- **Ticket Giveaways:** Offer CTR ticket bundles through partner chamber promotions.

3. Website Enhancement & SEO Optimization

- **Dedicated Event Landing Page:**
 - Highlight event schedule, ticketing, and featured entertainment

- Add an interactive visitor itinerary tool for out-of-town guests
- **Search Engine Optimization (SEO):**
 - Improve ranking for “Texas rodeo events,” “Chisholm Trail Roundup,” and “Lockhart summer festivals.”
 - Monthly blog posts featuring rodeo history, festival highlights, and vendor spotlights
- **Hotel & Airbnb Integration:**
 - Direct links to lodging options on hellolockhart.com
 - Special hotel package deals for event attendees

4. Local Engagement & Event Promotions

- **Live Event Coverage:**
 - Facebook Live & Instagram Stories from rodeo and concert performances
 - Behind-the-scenes content with rodeo competitors and entertainers
- **QR Code Campaigns:**
 - Place QR codes on event signage linking to schedules, maps, and lodging info
 - Distribute in welcome packets at hotels and partner businesses

5. Traditional Marketing & Community Outreach

- **Local & Regional Print Ads:**
 - Budget allocation for Texas Monthly, Texas Highways, and regional travel magazines
- **Radio Promotions:**
 - Partner with Texas-based country and rodeo-focused radio stations
- **Billboard Advertising:**
 - Select billboards along key travel routes (Austin-San Antonio Corridor)
- **Press Releases & Media Engagement:**
 - Send targeted press releases to Texas travel, rodeo, and event publications

Success Metrics & Reporting:

- **Social Media Growth:** 25% increase in Facebook & Instagram followers
- **Website Traffic:** 40% increase in unique visitors to the event page
- **Lodging Bookings:** 20% increase in hotel and Airbnb stays
- **Event Attendance:** 15% increase in ticket sales compared to the previous year
- **Partnership Growth:** Establish at least 5 active chamber partnerships for promotions

Conclusion:

This marketing plan provides a structured, attainable approach to increasing awareness and attendance for the Chisholm Trail Roundup & Rodeo. By leveraging targeted digital campaigns, community partnerships, and a strong promotional strategy, we aim to boost visitor numbers and overnight stays, aligning directly with the goals of the HOT grant funding.

Lockhart Visitor's Center - Marketing Plan for Expanding Tourism

1. Position the Visitor's Center as the Tourism Hub

- ✓ Promote the **Visitor's Center as the first stop** for tourists seeking information, itineraries, and local products.
 - ✓ Expand **local product offerings** (Lockhart-branded souvenirs, artisan goods, and food items).
 - ✓ Offer a **"Visitor's Welcome Package"** with maps, itineraries, and local business discounts.
 - ✓ Feature the **Visitor's Center in all marketing materials** as the gateway to Lockhart's attractions.
-

2. Expand Social Media Presence

- ◆ **Increase to 3-4 weekly posts** across Facebook & Instagram, focusing on:
 - **Itineraries & weekend getaway ideas** (with direct links to lodging).
 - **Local business spotlights** (restaurants, shops, attractions).
 - **Behind-the-scenes at the Visitor's Center** (new products, services, upcoming events).
 - **User-generated content** (share visitor experiences, hotel stays, and local reviews).
 - ◆ Run **targeted Facebook & Instagram ads** (\$50-\$100 per month) promoting:
 - **Weekend getaways**
 - **Seasonal events & festivals**
 - **Visitor's Center as the starting point for tourists**
 - ◆ Launch a **monthly giveaway contest** (small prizes like gift cards to local businesses) to boost engagement.
-

3. Strengthen Chamber Partnerships (Expand to 7)

- ◆ Partner with **7 small-town chambers** to cross-promote tourism.
 - ◆ Establish a **social media cross-promotion plan**:
 - Each chamber shares **one Lockhart feature per month** (and vice versa).
 - ◆ Feature **joint itineraries** (e.g., "Small-Town Texas Tour" including Lockhart, Taylor, Granbury, etc.).
 - ◆ Collaborate on **regional advertising efforts** (split costs for Facebook ads, digital brochures).
 - ◆ Explore **reciprocal visitor discounts** (e.g., show a receipt from a partner town for a discount in Lockhart).
-

4. Boost Newsletter & Email Marketing

- ◆ **Increase newsletter frequency to once per month with:**
 - **Featured business of the month**
 - **Upcoming events & festivals**
 - **Hotel specials & visitor incentives**
 - **Spotlight on one partner chamber town**
 - ◆ Grow email list by **adding a sign-up option on the website & at the Visitor's Center.**
 - ◆ Offer a **digital Visitor's Guide** (sent via email upon sign-up) to drive interest.
-

5. Increase Paid Advertising

- ◆ **Allocate a small budget for strategic paid promotions:**
 - **Facebook & Instagram ads** (promote tourism campaigns).
 - **Google Ads** (target searches for “weekend trips from Austin” or “best small-town getaways in Texas”).
 - **Print or digital ads in regional travel blogs & small newspapers.**
 - ◆ Partner with **local influencers** (travel bloggers, food reviewers) for small-town tourism features.
-

6. How to Measure Success

- ☑ **Track foot traffic & sales at the Visitor's Center.**
 - ☑ **Monitor social media reach & engagement** (shares, comments, ad performance).
 - ☑ **Review website traffic & email sign-ups** for itineraries and promotions.
 - ☑ **Collect feedback from hotels & local businesses** on increased visitor activity.
-

7. Timeline

- ◆ **May - August:** Expand Visitor's Center offerings & finalize partnerships with 7 chambers.
 - ◆ **September:** Launch “**Weekend Getaways**” campaign & increase digital advertising.
 - ◆ **Summer-Fall:** Maintain **monthly email newsletters**, host **quarterly Visitor's Center events**, and track results.
 - ◆ **Fall:** Assess advertising performance, adjust for the next cycle, and plan a **Local Business Weekend**.
-

Final Thoughts

This plan ensures that the **Visitor's Center is at the heart of all tourism efforts**, while leveraging **social media, email marketing, and chamber partnerships** to increase **hotel stays and support local businesses**. 🚀

**HOTEL OCCUPANCY TAX (HOT)
FUNDING APPLICATION REQUEST
FYE 2025**

**LOCKHART CHAMBER OF COMMERCE
VISITOR'S BUREAU & INFORMATION
CENTER**

Application

Date: 3/20/2025

Organization Information

Name of Organization: Lockhart Chamber of Commerce

Address: 104 W. Market | P.O. Box 840

City, State, Zip: Lockhart, TX. 78644

Contact Name: Megan Carvajal Contact Phone Number: 512-398-2818

Web Site Address for Event or Sponsoring Entity visitlockhart.com

Non-Profit or For-Profit status: non-profit Tax ID #: 74-075055

Entity's Creation Date: _____

Purpose of your organization: The Chamber is Lockhart's main resource for community, commerce, and tourism. We provide tourists a place to learn more about Lockhart, recommendations for food, activities, and lodging, and promote events and local economy.

Event Information

Name of Event or Project: Lockhart Visitor's Center

Date of Event or Project: ongoing

Primary Location of Event or Project: downtown Lockhart

Amount Requested: \$ \$130,000

How will the funds be used: Funds will be utilized as outlined the project attachment.



Primary Purpose of Funded Activity/Facility:

The Lockhart, Texas Visitor's Bureau and Information will serve it's Guests, Local Businesses - with special emphasis on Lodging and Retail -

Sponsors and Advertisers, Stakeholders, Lockhart Families and Friends, Individuals interested in Detailed Information for Tourism,

Vacation Planning, Sporting Events, Potential Business and Residential Relocation, and actively promoting Tours, Destinations,

Attractions, Activities, the Arts, Crafts, and Entertainment.. Fund advertising, digital media, maps, brochures, staff time, and printing.

Percentage of Hotel Tax Support of Related Costs

_____ Percentage of Total **Event Costs** Covered by Hotel Occupancy Tax

50% Percentage of Total **Facility Costs** Covered by Hotel Occupancy Tax for the Funded Event

75% Percentage of **Staff Costs** Covered by Hotel Occupancy Tax for the Funded Event

If staff costs are covered, estimate percentage of time staff spends annually on the funded event(s) compared to other activities 75% %

Which Category or Categories Apply to Funding Request, and Amount Requested Under Each Category:

- ☒ **a) Convention Center or Visitor Information Center:** construction, improvement, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both. Amount requested under this category: \$ 105,000
- ☐ **b) Registration of Convention Delegates:** furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants. Amount requested under this category: \$ _____
- ☒ **c) Advertising, Solicitations, Promotional programs to attract tourists and convention delegates** or registrants to the municipality or its vicinity. Amount requested under this category: \$ 25,000
- ☐ **d) Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry:** the encouragement, promotion, improvement, and application of the arts that can be shown to have some direct impact on tourism and the hotel/convention industry. The impact may be that the art facility or event can show hotel nights that are booked due to their events or that guests at hotels attend the arts event. Eligible forms of art include instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording,



and other arts related to the presentation, performance, execution, and exhibition of these major art forms : \$_____

☐ **e) Historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums. Amount requested under this category: \$_____**

☐ **f) Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the city or its vicinity. Amount requested under this category: \$_____**

How many individuals are expected to participate in the sporting related event? _____

How many of the participants at the sporting related event are expected to be from another city or county? _____

Quantify how the sporting related event will substantially increase economic activity at hotels within the city or its vicinity?

☐ **g) Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations: 1) the commercial center of the city; 2) a convention center in the city; 3) other hotels in or near the city; and 4) tourist attractions in or near the city. Amount requested under this category: \$_____**

What sites or attractions will tourists be taken to by this transportation? _____

Will members of the general public (non-tourists) be riding on this transportation? _____

What percentage of the ridership will be local citizens? _____

☐ **h) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality. Amount requested under this category: \$_____**

What tourist attractions will be the subject of the signs?



Questions for All Funding Request Categories:

1. How many years have you held this Event or Project: 70
2. Expected Attendance: 2400 annually or average of 200 per month
3. How many people attending the Event or Project will use City of Lockhart hotels? 20-25%

Number of the people many nights will they stay: 540

4. Do you reserve a room block for this event at an area hotel and if so, for how many rooms and at which hotels: No, we do not reserve rooms for Visitor's Center needs

5. List other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from HOT and the number of hotel rooms used:

Month/Year Held	Assistance Amount	Number of Hotel Rooms Used

6. How will you measure the impact of your event on area hotel activity (e.g.; room block usage information, survey of hoteliers, etc.)? Monthly check-ins with lodging and hotels

Data available through AirBnB and VRBO operators.

7. Please list other organization, government entities, and grants that have offered financial support to your project: The Chamber's general operating funds currently offset the costs of the visitor's center



-
-
8. Will the event charge admission? Do you anticipate a net profit from the event? If there is a net profit, what is the anticipated amount and how will it be used?
There is not currently a profit structure for the center. We anticipate building a profitable retail space, however we can not yet estimate what those profits, if any, will be in first year of operation.
-

9. Please list all promotion efforts your organization is coordinating and the amount financially committed to each media outlet:

Newspaper: \$ 10,000
Radio: \$ _____
TV: \$ _____
Other Paid Advertising: \$ 15,000

Number of Press Releases to Media _____
Number Direct Mailings to out-of-town recipients _____

Other Promotions Heavy focus on digital/online advertising. Postcard campaign sent out to Chambers across the state.

10. Will you include a link to local hotels on your website for booking during this event?
Each local hotel and lodging site will be featured on the Lockhart Chamber Website with photos, features, and benefits.
11. Will you negotiate a special rate or hotel/event package to attract overnight stays?
The LCOC will work proactively with Local Hoteliers and Lodgers on all Events and Seasonal promotions to increase stays

12. What new marketing initiatives will you utilize to promote hotel and convention activity for this event?

Please see attached project detail and marketing plan.

13. What geographic areas does your advertising and promotion reach: _____

Texas, major metro areas, suburban adjacent to major metros, targeted and similarly sized to Lockhart towns.



14. How many individuals will your proposed marketing reach who are located in another city or county? 50,000+

15. If the funding requested is related to a permanent facility (e.g. museum, visitor center):

Expected Attendance Monthly/Annually: 2400 annually or average of 200 per month

Percentage of those in attendance that are staying at area hotels/lodging facilities: 35% %

Please Submit to:
City of Lockhart HOT Advisory Board
c/o Finance Department
P.O. Box 239
Lockhart, TX 78644



Lockhart Visitor's Center - Marketing Plan for Expanding Tourism

1. Position the Visitor's Center as the Tourism Hub

- ✓ Promote the **Visitor's Center as the first stop** for tourists seeking information, itineraries, and local products.
 - ✓ Expand **local product offerings** (Lockhart-branded souvenirs, artisan goods, and food items).
 - ✓ Offer a **"Visitor's Welcome Package"** with maps, itineraries, and local business discounts.
 - ✓ Feature the **Visitor's Center in all marketing materials** as the gateway to Lockhart's attractions.
-

2. Expand Social Media Presence

- ♦ **Increase to 3-4 weekly posts** across Facebook & Instagram, focusing on:
 - **Itineraries & weekend getaway ideas** (with direct links to lodging).
 - **Local business spotlights** (restaurants, shops, attractions).
 - **Behind-the-scenes at the Visitor's Center** (new products, services, upcoming events).
 - **User-generated content** (share visitor experiences, hotel stays, and local reviews).
 - ♦ Run **targeted Facebook & Instagram ads** (\$50-\$100 per month) promoting:
 - **Weekend getaways**
 - **Seasonal events & festivals**
 - **Visitor's Center as the starting point for tourists**
 - ♦ Launch a **monthly giveaway contest** (small prizes like gift cards to local businesses) to boost engagement.
-

3. Strengthen Chamber Partnerships (Expand to 7)

- ♦ Partner with **7 small-town chambers** to cross-promote tourism.
 - ♦ Establish a **social media cross-promotion plan**:
 - Each chamber shares **one Lockhart feature per month** (and vice versa).
 - ♦ Feature **joint itineraries** (e.g., "Small-Town Texas Tour" including Lockhart, Taylor, Granbury, etc.).
 - ♦ Collaborate on **regional advertising efforts** (split costs for Facebook ads, digital brochures).
 - ♦ Explore **reciprocal visitor discounts** (e.g., show a receipt from a partner town for a discount in Lockhart).
-

4. Boost Newsletter & Email Marketing

- ♦ **Increase newsletter frequency to once per month with:**
 - **Featured business of the month**
 - **Upcoming events & festivals**
 - **Hotel specials & visitor incentives**
 - **Spotlight on one partner chamber town**
 - ♦ Grow email list by **adding a sign-up option on the website & at the Visitor's Center.**
 - ♦ Offer a **digital Visitor's Guide** (sent via email upon sign-up) to drive interest.
-

5. Increase Paid Advertising

- ♦ **Allocate a small budget for strategic paid promotions:**
 - **Facebook & Instagram ads** (promote tourism campaigns).
 - **Google Ads** (target searches for “weekend trips from Austin” or “best small-town getaways in Texas”).
 - **Print or digital ads in regional travel blogs & small newspapers.**
 - ♦ Partner with **local influencers** (travel bloggers, food reviewers) for small-town tourism features.
-

6. How to Measure Success

- ☒ **Track foot traffic & sales at the Visitor's Center.**
 - ☒ **Monitor social media reach & engagement** (shares, comments, ad performance).
 - ☒ **Review website traffic & email sign-ups** for itineraries and promotions.
 - ☒ **Collect feedback from hotels & local businesses** on increased visitor activity.
-

7. Timeline

- ♦ **May - August:** Expand Visitor's Center offerings & finalize partnerships with 7 chambers.
 - ♦ **September:** Launch “**Weekend Getaways**” campaign & increase digital advertising.
 - ♦ **Summer-Fall:** Maintain **monthly email newsletters**, host **quarterly Visitor's Center events**, and track results.
 - ♦ **Fall:** Assess advertising performance, adjust for the next cycle, and plan a **Local Business Weekend**.
-

Final Thoughts

This plan ensures that the **Visitor's Center is at the heart of all tourism efforts**, while leveraging **social media, email marketing, and chamber partnerships** to increase **hotel stays and support local businesses**. 🚀

Lockhart Visitor's Center HOT Application - Project Details

Organization Information

- **Name of Organization:** Lockhart Chamber of Commerce
 - **Address:** 104 W. Market St. | P.O. Box 840, Lockhart, TX 78644
 - **Contact Name:** Megan Carvajal, President & CEO
 - **Contact Phone Number:** (512) 398-2818
 - **Website:** www.lockhartchamber.com | www.visitlockharttx.com
 - **Non-Profit Status:** 501(c)(6) | Tax ID: 74-0750055
 - **Established:** 1955
-

Project Name: Expansion and Relocation of the Lockhart Visitor's Center

Project Timeline: Ongoing

Primary Location: Proposed Move to Lockhart Town Square

Amount Requested: \$130,000

The Chamber's Commitment to Tourism on Behalf of the Local Business Community

Lockhart, known as the **BBQ Capital of Texas**, is a premier destination for food lovers, history enthusiasts, and weekend travelers. With its **renowned barbecue scene**, historic downtown, vibrant arts and music culture, and rich heritage as a key stop on the **Chisholm Trail**, Lockhart attracts thousands of visitors each year. The city's charm, combined with its proximity to Austin and San Antonio, makes it an ideal getaway for tourists looking to experience authentic Texas culture. The Lockhart Chamber of Commerce is deeply invested in promoting tourism through the Visitor's Center, ensuring that visitors have access to **local attractions, lodging, and experiences that encourage longer stays**. By providing **expert guidance, marketing support, and a welcoming space**, the Chamber fosters economic growth by connecting tourists with **local businesses, events, and accommodations**. The expansion and relocation of the Visitor's Center will strengthen Lockhart's position as a **top small-town destination**, benefiting both visitors and the local economy.

Please note: This proposal assumes plans for relocation will be fulfilled, however the expansion of the visitor's center and boosting tourism will continue as proposed regardless. The Chamber will better utilize the space currently available as well as expand operations and efforts more strategically with local businesses and events should we be unable to secure a location on the square.

Project Purpose:

The Lockhart Chamber of Commerce is requesting funding to expand the Lockhart Visitor's Center, transforming it into a **multi-functional space that enhances tourism, supports local businesses, and increases hotel occupancy**. The new center will serve as:

- A **visitor information hub**, offering maps, brochures, and digital resources about Lockhart's attractions, events, and lodging.
- A **retail space**, showcasing locally made products that reflect Lockhart's culture and Chamber members' businesses.
- A **comfortable tourist stop**, with seating, charging stations, and hydration stations for visitors exploring the town.
- A **workforce development initiative**, featuring a high school internship program to train students in hospitality, tourism, and customer service.
- A **community collaboration center** between Lockhart Chamber of Commerce, Lockhart Initiative for Tourism and City of Lockhart Economic Development, promoting new and existing events to boost tourism and occupancy and supporting the vibrancy of the downtown area businesses.

Alignment with HOT Fund Criteria:

This project meets multiple **allowable uses of Hotel Occupancy Tax (HOT) funds** under **Chapter 351 of the Texas Tax Code**, specifically:

1. **Visitor Information Center:** The expansion of the Visitor's Center aligns with the allowable use of funds for "the acquisition, improvement, operation, and maintenance of visitor information centers."
 2. **Advertising & Promotions:** Funds will support digital marketing, printed guides, and promotional campaigns aimed at attracting **out-of-town visitors** who will book overnight stays in Lockhart hotels.
 3. **Tourism Impact & Economic Development:** The center will provide vital resources that encourage longer stays, promote local events, and increase visitor spending at hotels, restaurants, and shops.
-

Proposed Visitor's Center Hours of Operation:

- **Monday - Thursday:** 9 AM - 5 PM
 - **Friday:** 9 AM - 6 PM (**First Fridays open until 8 PM**)
 - **Saturday:** 10 AM - 6 PM
 - **Sunday:** 10 AM - 3 PM
-

Expected Impact on Hotel Occupancy & Tourism:

- **Increase in visitor traffic** due to the high-visibility location in the town square.
 - **Projected growth in hotel stays**, supported by a marketing strategy that promotes extended visits and itineraries featuring local lodging.
 - **Enhanced visitor experience**, leading to repeat visits and positive word-of-mouth tourism.
 - **Support for local events** (Chisholm Trail Roundup, First Fridays, BBQ competitions) that drive overnight stays.
 - **Retail sales and visitor spending** contributing to Lockhart's economic growth.
 - **Strategic partnerships with chambers throughout Texas**, aiming to formalize **7 cross-partnership agreements** with chambers such as Taylor, TX, and Granbury, TX, by the end of the HOT grant period.
 - **Weekend getaway marketing strategy**, emphasizing Lockhart's **short-term rentals and Airbnb options** to attract visitors for overnight stays.
-

Internship Program: Workforce Development in Tourism

- The Visitor's Center will host **2-3 high school interns per year**, starting in May of their junior year.
 - **Interns will gain hands-on experience** in tourism operations, customer service, event support, and hospitality management.
 - The Chamber will prioritize a partnership with **Lockhart ISD**
 - **Work Schedule:**
 - **Summer:** Thursday-Monday shifts.
 - **School Year:** Friday afternoons, Saturdays, and special event support (Chisholm Trail Roundup and Rodeo, First Fridays).
 - **Long-Term Benefit:** The program will develop a workforce pipeline for Lockhart's hospitality and tourism industries, reinforcing the city's tourism infrastructure.
 - **Economic Impact:** Interns will earn \$13 per hour.
-

Marketing Plan to Attract Tourists:

- **Digital Campaigns:** Increased social media engagement, targeted advertising, and website improvements to attract visitors from outside the region.
 - **Printed Promotional Materials:** Updated **community guide, city maps, BBQ brochures** distributed in Texas travel centers and beyond.
 - **Partnerships with Texas Chambers:** Special packages and promotions to encourage overnight stays.
 - **Visitor Engagement:** Interactive touchpoints, including QR codes around town linking to itineraries and local attractions.
-

Budget & Funding Allocation:

- **Facility Relocation, Set-up & Upgrades:** \$30,000
- **Operations and Maintenance:** \$15,000
- **Marketing & Promotions:** \$25,000
- **Staff and Internship Compensation:** \$60,000

Total Project Request: \$130,000

Conclusion:

The expanded and relocated Lockhart Visitor's Center will serve as a **key driver of tourism and economic development**, increasing hotel occupancy while strengthening community partnerships. The inclusion of a **high school internship program** ensures sustainability and workforce development in the local tourism sector. **With this funding, Lockhart can elevate its status as a premier travel destination while supporting its hospitality industry.**

Mar 21, 2025

City of Lockhart HOT Advisory Board
c/o Finance Department
P.O. Box 239
Lockhart, TX 78644



Dear Members of the HOT Advisory Board,

On behalf of the Lockhart Chamber of Commerce, I am pleased to submit our applications for Hotel Occupancy Tax (HOT) funding to support two vital tourism initiatives: the expansion and relocation of the Lockhart Visitor's Center and the continued growth of the Chisholm Trail Roundup (CTR) and Rodeo. As new leadership within the Chamber, our team brings fresh energy, innovative ideas, and a strong commitment to delivering successful, high-impact programs that will drive tourism and economic growth in Lockhart.

Lockhart has long been a destination for travelers drawn to our legendary barbecue, rich history, and vibrant arts and music scene. However, our community's potential as a premier weekend getaway and cultural hub is far from fully realized. The Lockhart Chamber is poised to take a bold step forward, elevating our tourism efforts with an expanded Visitor's Center and a more robust marketing strategy for CTR—both of which will directly increase hotel stays and visitor spending.

The Visitor's Center Expansion and Relocation project seeks to position the center as the first stop for tourists, offering an enhanced retail space, interactive visitor engagement, and extended operational hours. This initiative will not only better serve our guests but also support local businesses by encouraging longer stays and increased spending in our community. Our efforts will include a high school internship program to train future tourism and hospitality professionals, ensuring sustainability in Lockhart's visitor economy.

Meanwhile, the Chisholm Trail Roundup continues to be a cornerstone event that attracts thousands of attendees, including rodeo fans, festival-goers, and families seeking an authentic Texas experience. This year, our focus is on strategic partnerships with other Texas communities, digital marketing expansion, and targeted promotions to increase overnight stays. With HOT funding, we will be able to extend our reach, enhance the visitor experience, and ensure CTR remains a flagship event for Lockhart.

Our team is eager to execute these initiatives with passion and precision. We are confident that with the City of Lockhart's support, we will not only meet but exceed our goals for tourism growth and economic impact. Thank you for your consideration, and we look forward to the opportunity to further discuss our proposals.

Sincerely,

A handwritten signature in blue ink, appearing to read "Megan", with a long, flowing horizontal line extending to the right.

Megan Carvajal
President & CEO
Lockhart Chamber of Commerce

**HOTEL OCCUPANCY TAX (HOT)
FUNDING APPLICATION REQUEST
FYE 2025**

LOCKHART INITIATIVE FOR TOURISM

Application

Date: 03/17/2025

Organization Information

Name of Organization: Lockhart Initiative for Tourism

Address: 102 S Commerce St

City, State, Zip: Lockhart, Texas 78644

Contact Name: Tamara Carlisle Contact Phone Number: 512-657-1850

Web Site Address for Event or Sponsoring Entity hellolockhart.com (still in development)

Non-Profit or For-Profit status: Non-profit Tax ID #: EIN 33-3128428

Entity's Creation Date: 01/29/2025

Purpose of your organization: The mission of the Lockhart Initiative for Tourism (LIT) is to attract visitors while preserving the unique character of our small-town community. We are dedicated to fostering a positive impact on our local economy and celebrating what makes our town exceptional. By promoting arts, culture, and heritage while providing resources, funding opportunities, and strategic partnerships; LIT seeks to advance Lockhart as a unique destination for events, exploration and enjoyment.

Event Information

Name of Event or Project: Local event development / website development

Date of Event or Project: 2025

Primary Location of Event or Project: Lockhart, Texas

Amount Requested: \$ 10,000

How will the funds be used: We have met with several local contacts that have presented plans for development events that will be hosted locally and bring overnight guests to Lockhart. We will use these funds to help support marketing of one of these events. We will also use funds to finish development of our website which will promote all things local including highlighting local accommodations, events, small businesses as well as our grant process for support of events.



Primary Purpose of Funded Activity/Facility:

The purpose of the support of an event hosted by a local person will be to attract tourists and overnight guests to Lockhart. This will be a new event with an extensive reach. Funds will be used to offset accommodation expenses or marketing of the event to drive participation. We have secured domain name for our website and are working on building this out. This will be a hub for visitors planning their activities for a local visit and also for promotion of our grant opportunities.

Percentage of Hotel Tax Support of Related Costs

10% Percentage of Total **Event Costs** Covered by Hotel Occupancy Tax

 Percentage of Total **Facility Costs** Covered by Hotel Occupancy Tax for the Funded Event

 Percentage of **Staff Costs** Covered by Hotel Occupancy Tax for the Funded Event

If staff costs are covered, estimate percentage of time staff spends annually on the funded event(s) compared to other activities %

Which Category or Categories Apply to Funding Request, and Amount Requested Under Each Category:

- ☒ **a) Convention Center or Visitor Information Center:** construction, improvement, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both. Amount requested under this category: \$ 5,000
- ☐ **b) Registration of Convention Delegates:** furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants. Amount requested under this category: \$
- ☒ **c) Advertising, Solicitations, Promotional programs to attract tourists and convention delegates** or registrants to the municipality or its vicinity. Amount requested under this category: \$
- ☒ **d) Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry:** the encouragement, promotion, improvement, and application of the arts that can be shown to have some direct impact on tourism and the hotel/convention industry. The impact may be that the art facility or event can show hotel nights that are booked due to their events or that guests at hotels attend the arts event. Eligible forms of art include instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording,



and other arts related to the presentation, performance, execution, and exhibition of these major art forms : \$ 5,000

☐ e) Historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums. Amount requested under this category: \$

☐ f) Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the city or its vicinity. Amount requested under this category: \$

How many individuals are expected to participate in the sporting related event?

How many of the participants at the sporting related event are expected to be from another city or county?

Quantify how the sporting related event will substantially increase economic activity at hotels within the city or its vicinity?

☐ g) Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations: 1) the commercial center of the city; 2) a convention center in the city; 3) other hotels in or near the city; and 4) tourist attractions in or near the city. Amount requested under this category: \$

What sites or attractions will tourists be taken to by this transportation?

Will members of the general public (non-tourists) be riding on this transportation?

What percentage of the ridership will be local citizens?

☐ h) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality. Amount requested under this category: \$

What tourist attractions will be the subject of the signs?



Questions for All Funding Request Categories:

1. How many years have you held this Event or Project: First year
2. Expected Attendance: 100+
3. How many people attending the Event or Project will use City of Lockhart hotels? Estimated 25
Number of the people many nights will they stay: 2-3 nights
4. Do you reserve a room block for this event at an area hotel and if so, for how many rooms and at which hotels: We will work to help secure accommodations for the event as well as promote lodging options on our website for tourist visits. This will include local short term rentals, who also contribute to HOT.

5. List other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from HOT and the number of hotel rooms used:

Month/Year Held	Assistance Amount	Number of Hotel Rooms Used
n/a		

6. How will you measure the impact of your event on area hotel activity (e.g.; room block usage information, survey of hoteliers, etc.)? Event will have post reporting back to LIT to share with the HOT Funds Board. We will gather numerical data and impact from each event that we support to measure and analyze.
7. Please list other organization, government entities, and grants that have offered financial support to your project: Support from fourteen Founding Circle Members from local



individuals to businesses to investors. We will also secure grant funding from grant opportunities
that align with our support of local tourism.

8. Will the event charge admission? Do you anticipate a net profit from the event? If there is a net profit, what is the anticipated amount and how will it be used?

Yes, we anticipate admission will be charged. We do not anticipate any net profit.

9. Please list all promotion efforts your organization is coordinating and the amount financially committed to each media outlet:

Newspaper: \$ _____
Radio: \$ _____
TV: \$ _____
Other Paid Advertising: \$ X (promotion of website/billboard)

Number of Press Releases to Media _____

Number Direct Mailings to out-of-town recipients _____

Other Promotions Instagram, social channels

10. Will you include a link to local hotels on your website for booking during this event?

Yes

11. Will you negotiate a special rate or hotel/event package to attract overnight stays?

Yes

12. What new marketing initiatives will you utilize to promote hotel and convention activity for this event?

We will promote these through introduction of our website and other marketing tactics.

13. What geographic areas does your advertising and promotion reach: Our promotion will be world wide



14. How many individuals will your proposed marketing reach who are located in another city or county? Unknown

15. If the funding requested is related to a permanent facility (e.g. museum, visitor center):

Expected Attendance Monthly/Annually: Expected to have an unlimited number of visitors to our website
(will have more data to report). We will also measure those that utilize booking links from the website.
Percentage of those in attendance that are staying at area hotels/lodging facilities: _____%

Please Submit to:
City of Lockhart HOT Advisory Board
c/o Finance Department
P.O. Box 239
Lockhart, TX 78644



LOCKHART INITIATIVE FOR TOURISM

Hotel Occupancy Tax Presentation 2025

Mission

Lockhart Initiative for Tourism (LIT) supports tourism while preserving the unique character of our small-town community. We fund events to

promote:

Arts

Culture

Heritage



**LOCKHART
INITIATIVE
FOR
TOURISM**

We are creating a digital hub with comprehensive local tourism resources

Instagram launched

Goal: 1000 followers by 4/1/25

**LOCKHART
INITIATIVE
FOR TOURISM**



We are creating a digital hub with comprehensive local tourism resources

- Website in development now
- Will be available anytime & accessible to all
- Sample items on website:
- Local businesses
- Local lodging
- Local event spaces
- Grant funding for tourism activities

**LOCKHART
INITIATIVE
FOR
TOURISM**



Our Request

Website development and maintenance requesting
\$5000

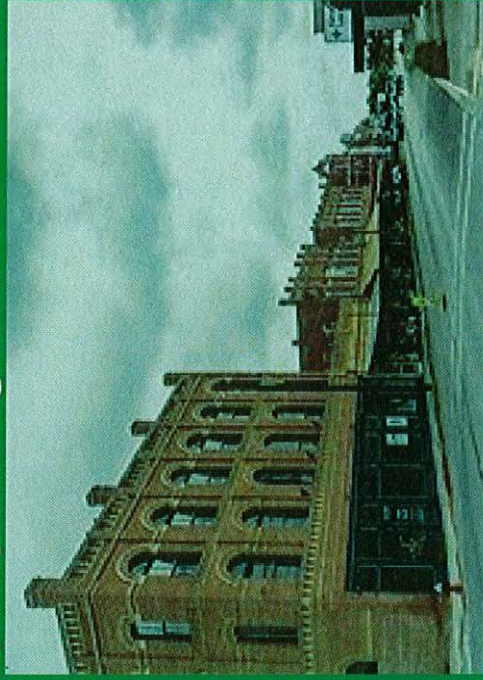
- Creating a dynamic tourism resource to tie resources together for event opportunities
- Building website (in progress)
 - Gathering all creative now



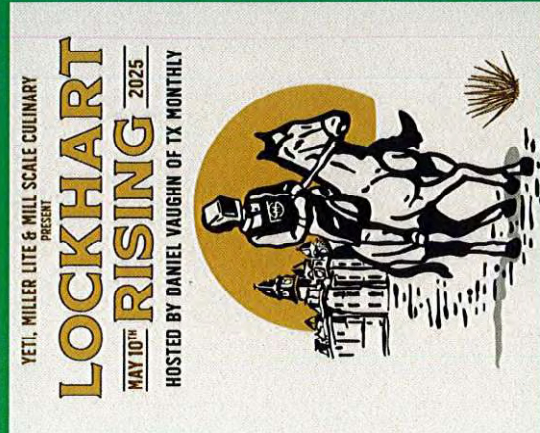
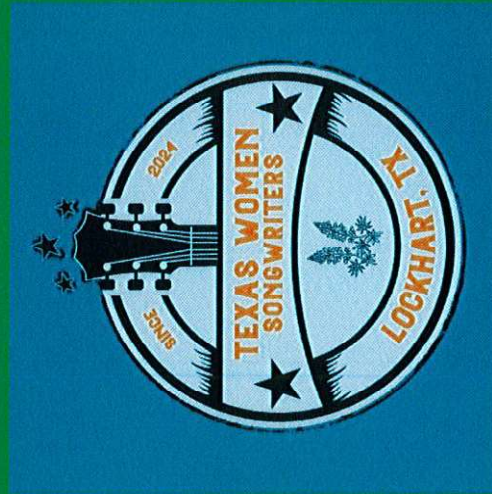
Our Request

Local Event Development \$5000

- Will focus on the Arts
- Will bring approximate 40-100 tourists to Lockhart
- Tourism events during the week (Tue - Fri)
- Funding to support lodging, hosting events directly impacting local businesses



LIT Spring Funded Events



**LOCKHART
INITIATIVE
FOR
TOURISM**

LIT Future Promotion & Marketing

- Future promotion & marketing
- Billboards
- Placement in marketing materials
- Revival of local events

**LOCKHART
INITIATIVE
FOR
TOURISM**

**HOTEL OCCUPANCY TAX (HOT)
FUNDING APPLICATION REQUEST
FYE 2025**

SPELLERBERG ASSOCIATES LLC

Application

Date: March 21, 2025

Organization Information

Name of Organization: Spellerberg Associates LLC (dba Spellerberg Projects)

Address: Office: 103 S Main St, Lockhart / Mailing: 6312 Woodhue Dr, Austin

City, State, Zip: Lockhart TX 78644 / Austin TX 78745

Contact Name: Martin Spellerberg Contact Phone Number: 737-333-9760

Web Site Address for Event or Sponsoring Entity spellerberg.org

Non-Profit or For-Profit status: For-Profit Tax ID #: SSN 126-86-2833

Entity's Creation Date: 2014

Purpose of your organization: Spellerberg Associates provides research and strategy to cultural organizations across the US. We operate the Spellerberg Projects artist-run center on the Lockhart square, offering studios to local artists and presenting exhibitions by visiting artists.

Event Information

Name of Event or Project: Lockhart Cultural District Community Consultation

Date of Event or Project: May 2025-June 15 2026

Primary Location of Event or Project: Historic District

Amount Requested: \$ 5000

How will the funds be used: This project seeks to establish a Texas Cultural District in Lockhart that is recognized by the Texas Commission on the Arts. Such districts may apply for grants of up to \$250,000 annually from TCA. The funds requested here support the community consultation process, and submission of an application in July 2026.

Type text here



Primary Purpose of Funded Activity/Facility:

The funds requested here will be used to organize local stakeholders in the arts, government and business.

The activity is community consensus building through surveys, focus groups, and individual meetings.

Deliverables include a LOI to the TCA in January 2026 and a full application in June 2026.

Percentage of Hotel Tax Support of Related Costs

100% Percentage of Total **Event Costs** Covered by Hotel Occupancy Tax

100% Percentage of Total **Facility Costs** Covered by Hotel Occupancy Tax for the Funded Event

100% Percentage of **Staff Costs** Covered by Hotel Occupancy Tax for the Funded Event

If staff costs are covered, estimate percentage of time staff spends annually on the funded event(s) compared to other activities 1 %

Which Category or Categories Apply to Funding Request, and Amount Requested Under Each Category:

- ☐ **a) Convention Center or Visitor Information Center:** construction, improvement, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both. Amount requested under this category: \$ _____
- ☐ **b) Registration of Convention Delegates:** furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants. Amount requested under this category: \$ _____
- ☐ **c) Advertising, Solicitations, Promotional programs to attract tourists and convention delegates** or registrants to the municipality or its vicinity. Amount requested under this category: \$ _____
- ☒ **d) Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry:** the encouragement, promotion, improvement, and application of the arts that can be shown to have some direct impact on tourism and the hotel/convention industry. The impact may be that the art facility or event can show hotel nights that are booked due to their events or that guests at hotels attend the arts event. Eligible forms of art include instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording,



and other arts related to the presentation, performance, execution, and exhibition of these major art forms : \$ 5000

☐ e) Historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums. Amount requested under this category: \$ _____

☐ f) Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the city or its vicinity. Amount requested under this category: \$ _____

How many individuals are expected to participate in the sporting related event? _____

How many of the participants at the sporting related event are expected to be from another city or county? _____

Quantify how the sporting related event will substantially increase economic activity at hotels within the city or its vicinity?

☐ g) Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations: 1) the commercial center of the city; 2) a convention center in the city; 3) other hotels in or near the city; and 4) tourist attractions in or near the city. Amount requested under this category: \$ _____

What sites or attractions will tourists be taken to by this transportation? _____

Will members of the general public (non-tourists) be riding on this transportation? _____

What percentage of the ridership will be local citizens? _____

☐ h) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality. Amount requested under this category: \$ _____

What tourist attractions will be the subject of the signs?



Questions for All Funding Request Categories:

1. How many years have you held this Event or Project: n/a
2. Expected Attendance: n/a
3. How many people attending the Event or Project will use City of Lockhart hotels? n/a
Number of the people many nights will they stay: n/a
4. Do you reserve a room block for this event at an area hotel and if so, for how many rooms and at which hotels: n/a

5. List other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from HOT and the number of hotel rooms used:

Month/Year Held	Assistance Amount	Number of Hotel Rooms Used
<u>n/a</u>	<u>n/a</u>	<u>n/a</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

6. How will you measure the impact of your event on area hotel activity (e.g.; room block usage information, survey of hoteliers, etc.)? n/a
7. Please list other organization, government entities, and grants that have offered financial support to your project: n/a Typo text here



8. Will the event charge admission? Do you anticipate a net profit from the event? If there is a net profit, what is the anticipated amount and how will it be used?

If the application is successful, the Lockhart Cultural District will be eligible for up to grants of up to \$250,000 annually from the TCA.

9. Please list all promotion efforts your organization is coordinating and the amount financially committed to each media outlet:

Newspaper: \$ 0
Radio: \$ 0
TV: \$ 0
Other Paid Advertising: \$ 0

Number of Press Releases to Media TBD

Number Direct Mailings to out-of-town recipients 0

Other Promotions We will create mailing-lists to communicate with stakeholders.

10. Will you include a link to local hotels on your website for booking during this event?

n/a

11. Will you negotiate a special rate or hotel/event package to attract overnight stays?

n/a

12. What new marketing initiatives will you utilize to promote hotel and convention activity for this event?

n/a

13. What geographic areas does your advertising and promotion reach: n/a



14. How many individuals will your proposed marketing reach who are located in another city or county? n/a

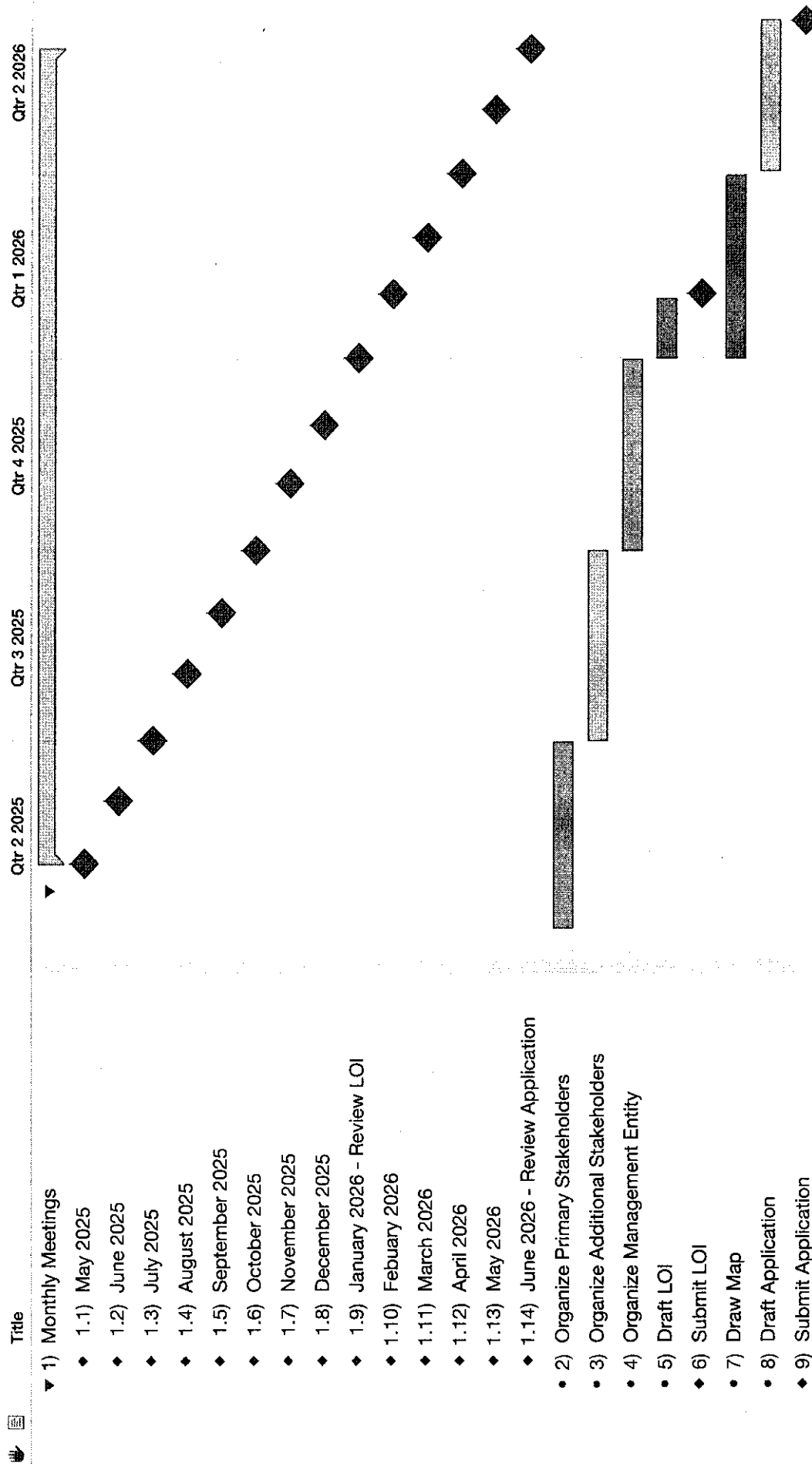
15. If the funding requested is related to a permanent facility (e.g. museum, visitor center):

Expected Attendance Monthly/Annually: n/a

Percentage of those in attendance that are staying at area hotels/lodging facilities: n/a %

Please Submit to:
City of Lockhart HOT Advisory Board
c/o Finance Department
P.O. Box 239
Lockhart, TX 78644





Introduction to Texas Cultural Districts

Assembled by Spellerberg Associates

Source: Texas Commission on the Arts Website

Updated March 2025

Executive Summary

- Cultural Districts are the Texas Commission on the Arts' flagship program supporting Cultural Tourism.
- Eligible for up to \$250,000 annually from TCA
- A Cultural District is the anchor of a recognized, labeled, mixed-use area of a community in which there exists a high concentration of arts and cultural facilities, individual artists and events that are promoted to attract cultural tourists.
- Designation is most likely to be awarded to a district that is already defined in terms of leadership, geographic boundaries, branding, and current assets.
- Examples: Georgetown Cultural District, Wimberley Valley Cultural District

Roadmap

- A. Organize Stakeholders
- B. Draw Cultural District Map
- C. Designate the Management Entity
- D. Submit application

Key Dates

- Letter of intent due January 31, 2026
- Application due June 15 2026

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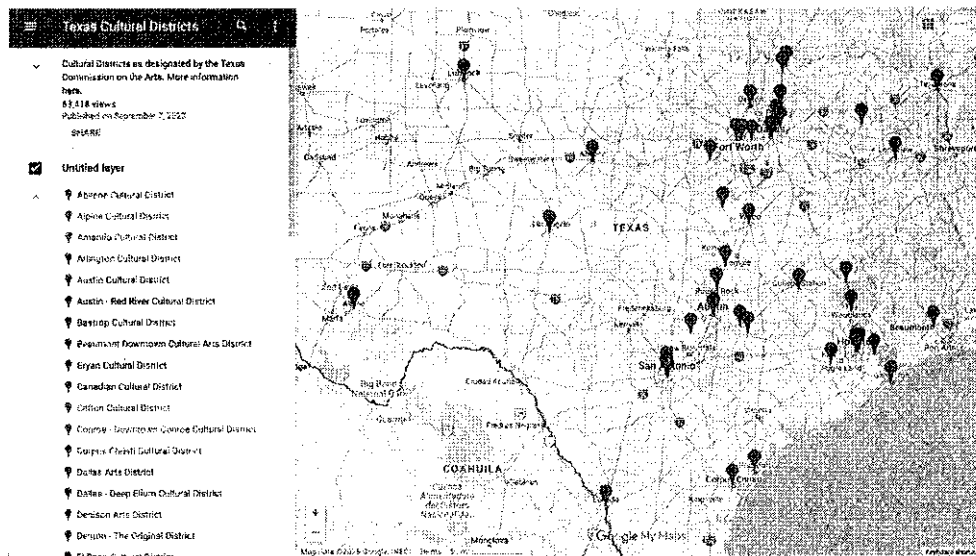
What are Cultural Districts?

- Cultural Districts are the TCA's flagship program supporting Cultural Tourism.
- Cultural Districts are special zones that harness the power of cultural resources to stimulate economic development and community vitality.
- A Cultural District is the anchor of a recognized, labeled, mixed-use area of a community in which there exists a high concentration of arts and cultural facilities, individual artists and events that are promoted to attract cultural tourists.
- The outcomes of Cultural Districts extend beyond the arts and can benefit all members of a community.
- Cultural Districts can become focal points for generating businesses, attracting tourists, stimulating cultural development and fostering civic pride.

Goals

- Attracting artists and cultural enterprises to the community.
- Encouraging business and job development.
- Establishing tourism destinations.
- Preserving and reusing historic buildings.
- Enhancing property values.
- Fostering local cultural development.

Existing Districts



<https://www.arts.texas.gov/initiatives/cultural-districts/map-of-cultural-districts/>

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Georgetown Cultural District

"The Georgetown Cultural District is a 40-block area around the Courthouse Square including the Palace Theatre, the Williamson Museum, and the Georgetown Public Library. Visitors will find public art, art galleries, and live music festivals. In any given week, visitors to the district will find multiple performances, art openings or live music. There are multiple venues that showcase eclectic and traditional art, and visitors will find themselves swept away by award winning performances."

Wimberley Valley Cultural District

"Wimberely, with its breath-taking natural beauty inspires creativity, has become a magnet for arts and culture throughout the region. Visitors can refresh and recharge in one of the many Hill County retreats, rustic cabins, or resorts. Both visual and performing arts are widely represented in the Wimberley Valley. The cultural district is located in the heart of downtown on the Square where you will find numerous galleries, cafes, music venues, as well as a visitor's center. The calendar of events features artist demonstrations, festivals, plays, and more."

Success Factors

- A unique and authentic identity that highlights what is special about the district and the community is in place.
- Community support of the district is in place to ensure continued success.
- Artists are partners, not products, and are valued as members of the community.
- Strategic partnerships have been brokered that result in a variety of resources.
- Inclusive cultural and strategic planning has been completed that articulates a vision for the cultural district and the broader community.
- A district has sustainable artist live/work spaces that provide artists with a productive environment.
- A local developer has committed to the cultural district and understands the power of arts and culture in community and economic development.
- Anchor institutions and special events are in place and they are the cornerstones of the community and the district.
- Artist recruitment is an organized effort that shows how a community is willing to welcome new artists and facilitate their establishment.
- Events and venues are accessible to ensure that participation is available to all of the community and visitors.
- Clear signage is in place so visitors and the community can recognize the boundaries. The signage can be enhanced with distinctive logos, maps and other visual materials.
- A user-friendly website with comprehensive information about the district is available for the community and for visitors.

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- Marketing and promotion efforts are in place to attract visitors, potential residents and new businesses.
- Strong amenities such as restaurants, lodging and recreation bolster the efforts of the cultural district.

Challenges

- Gentrification is an unintended consequence of increasing property values. Displacement of existing residents can lead to the loss of a region's unique and authentic identity and diminish local support.
- Staffing and administration prove to be one of the most common challenges for local districts. Many districts are staffed as part-time or volunteer positions.
- Financing and securing funding for districts is one of the most difficult challenges a local district administrator faces. Even when creative partnerships are used to augment resources, funds for planning and promoting local districts can be difficult to secure.
- Relevance to local residents needs to be considered with equal respect to efforts that attract tourism. Districts face hardship when they do not have the support of their own community.
- Long-term planning contributes to the success of districts. Planning and evaluation of local efforts can be time consuming and demand extra resources but are crucial to sustaining a local district.

TCA Grant Eligibility

TCA Arts Respond Cultural District Project Grants

\$3,000-\$250,000 annually, with a dollar for dollar (1:1) match requirement

- Supports projects that use the arts to diversify local economies, generate revenue, and attract visitors and investment.
- This competitive grant program provides project assistance grants on a short-term basis and may include administrative costs directly related to the project.
- This program is designed for projects that focus on significant cultural tourism projects.

Projects must serve at least one of the following:

- High quality arts programming that will attract a significant number of visitors from 50 miles or more outside the community (i.e., blockbuster art exhibitions, national or regional premieres, major festivals)
- Enhancements to the cultural district to make it more accessible, attractive, cohesive-looking, and safe for visitors
- Improved signage and wayfinding for the district

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- Promotion of the district; this may include the district's website, branding, and marketing
- Organizational support for the management and operations of the district
- These grants may include capital improvements.

TCA does NOT fund:

- Competitive grants that exceed 25% of the organization's previous year's cash operating revenues
- Social functions, parties, receptions, fundraisers, or galas
- Operating expenses for home offices
- Operating expenses for state operated facilities including, but not limited to, salary support and facility costs
- Activities for which college or university students receive academic credit
- Projects at colleges and universities that serve mostly students and faculty, with minimal or no community involvement
- Projects by privately owned for-profit corporations
- Financing of political activities
- Retroactive funding
- Debt reduction
- Projects, productions, workshops and/or programs that include obscene material as defined in Section 43.21, Penal Code of Texas.
- The Commission will not fund capital improvements for rented or leased spaces.

Cultural District Designation

- Cultural Districts are recognized by the TCA via a process called Designation.
- Designation is most likely to be awarded to a Cultural District that is already defined in terms of leadership, geographic boundaries, branding, and current assets.

Strong candidates for Designation have:

- An existing concentration of arts and cultural assets is clustered in one walkable area of the city that it wants to promote to visitors.
- The community is ready for tourists NOW.
- The community is activated with predictable events.
- Visitors know they are in a special place with interesting things to do and see (arts, culture, restaurants, lodging, and fun)

You are ready for Designation when:

- There is strong political support for the Cultural District.
- There is strong support from arts and cultural leaders.

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- You have access to research and planning expertise.
- Planning efforts reflect the diversity of your community.
- Plans include marketing and promotion strategies.
- You know where funds are coming from to pay for development, promotion and activities.
- You have an organization with staff and management capacity to act as administrative and fiscal agent.
- You know why you need a cultural district.

Setting Expectations

- Many applications for Cultural District Designation are not approved on the first, or even second try. Do not be discouraged!
- This process is designed to provide applicants with constructive, actionable feedback on how to better position the district for success.

Roadmap to Designation

- A. Organize Stakeholders
- B. Draw Cultural District Map
- C. Designate the Management Entity
- D. Apply for Cultural District Designation

A. Organize Stakeholders

An organization by itself or representing a collaborative effort will file an application to recognize their cultural district.

Primary Stakeholders

- Arts organizations, artists and art agencies
- Governmental agencies
- Development authorities
- Business associations

Additional Stakeholders

- Chamber of Commerce
- Convention & Visitors Bureau
- Land developers
- Banks
- School districts
- Universities

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- Local foundations
- Other nonprofits

B. Draw Cultural District Map

How to set Cultural District boundaries:

- Select a contiguous area that is walkable.
- Include lots of arts activity.
- The artistic resources should play a vital role in the livability and economic development of the city.
- The district must be actively engaged in promotion.
- Include restaurants, venues, hotels and other amenities.

What is walkability?

- The built environment is friendly for people living, shopping, visiting and spending time in it.
- It has a center - a main street or a public square;
- Enough people for business and activity to flourish;
- Mixed income and mixed use with affordable housing nearby;
- Parks and public spaces to gather and play;
- Designed for pedestrian use - buildings close to the street with parking at the back;
- Close to schools and workplaces; and
- Streets designed for bicyclists, pedestrians, people with disabilities, and has public transit.

C. Designate a Management Entity and Define the Organizational Structure

The Cultural District Management Entity (CDME) will be the organization leading the efforts for the district, convening stakeholders regularly, managing the tracking of visitors, coordinating programming efforts, and marketing of the district as a whole.

The CDME must be one of the following:

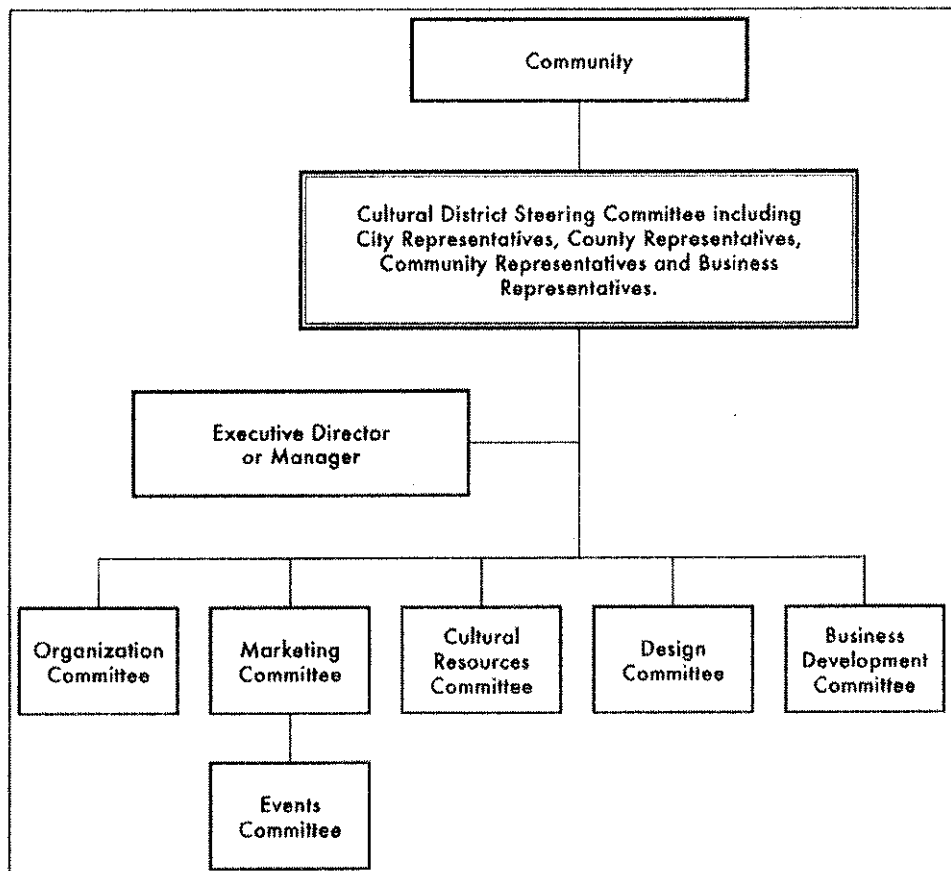
- Texas-based 501(c)(3) nonprofit arts organization with cash operating revenues of \$50,000 or more for the past two years as demonstrated by their two most recently filed IRS Form 990s
- A Texas governmental agency or department, or
- A TCA recognized College Arts Institution

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CDME responsibilities:

- CDME is the central contact for the district with TCA.
- CDME relays TCA communications to the district members.
- CDME verifies annually all nonprofit art organizations headquartered in district and works with TCA to refine list of organizations eligible for TCA Cultural District Project grants.
- CDME writes letters of support for all Cultural District Project grant applications from eligible organization in the district.
- CDME will detail how they will promote the proposed grant activities.
- CDME files the annual report to TCA on the district visitorship, along with noteworthy district updates, activities, and efforts.
- CDME files the 10 year report for the district, which is required for recertification.

Organizational Structure



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D. Apply for Designation

1. Applicants must schedule an orientation meeting and work closely with Commission staff in the development of their application.
2. Submit a letter of intent that includes a one-page description of the plans for the cultural district. Due January 31.
3. Create a list of all non-profit arts and cultural organizations that are officially a part of your cultural district.
4. Where appropriate, secure an IRS Letter of Determination for the CDME.
5. Write Application and Powerpoint Presentation. Due June 15.

Application Evaluation Criteria

High Artistic Quality (50%)

- Artistic significance
- Quality of works of art
- Quality of artists
- Impact on artists
- Quality of services

Sufficient Capability (25%)

- Administrative capability
- Personnel
- Demonstrated history
- Budget
- Planning, implementation, evaluation

Community Impact (25%)

- Public service
- Audience or participants
- Education
- Outreach
- Economic impact

Powerpoint Guidelines

- "5 minutes"
- Brief overview and description of your Cultural District that includes a map.
- Brief description of Cultural District assets, events and activities that will attract visitors and generate economic impact.

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- A demonstration of community support for the Cultural District through interviews with stakeholders and photographs and/or video of activities.
- Remember to emphasize artistic quality through this material.
- Marketing and promotion plans for the Cultural District and who your partners include.
- Show how you will capture statistical data on visitors from people 50 miles+ outside your community.

Getting Help

- TCA staff can assist the applicant in making the best presentation for funding.
- TCA staff will accept draft applications for review and comment up to two weeks before the deadline.
- TCA staff are also available to consult with applicants by telephone or in person at the TCA offices in Austin, Texas.
- Staff will not write the application or make funding decisions.

**HOTEL OCCUPANCY TAX (HOT)
FUNDING APPLICATION REQUEST
FYE 2025**

**TROUBADOR IMAGE + SOUND
78644 PODCAST**

Application

Date: 4/18/24

Organization Information

Name of Organization: Troubadour Image + Sound

Address: 416 South Church Street

City, State, Zip: Lockhart, Texas 78644

Contact Name: Kate Collins Contact Phone Number: 512-796-5406

Web Site Address for Event or Sponsoring Entity 78644podcast.com

Non-Profit or For-Profit status: Non-Profit Tax ID #: TKTKTKKT

Entity's Creation Date: 10/20/2022

Purpose of your organization: _____

To celebrate, support, and promote music, art, and culture in the Lockhart area

Event Information

Name of Event or Project: 78644 Podcast

Date of Event or Project: 2 episode per month

Primary Location of Event or Project: Available with video on Youtube as well as all podcast platforms

Amount Requested: \$ 18,000

How will the funds be used: _____

The funds will be used pay for the GHA Marketing agency to push the content to all
forms of socail media as well as strategic implementation to maximize the
alorithm and extend the reach far beyond the 78644 zip code.



Primary Purpose of Funded Activity/Facility:

The main aim of seeking funds is to finance advertising efforts aimed at promoting the podcast beyond the Lockhart area. The goal is to attract more tourists to our region, thereby bolstering support for local music and art. Tourism revenue has the potential to significantly boost our creative community, ensuring its sustainability

Percentage of Hotel Tax Support of Related Costs

10% Percentage of Total **Event Costs** Covered by Hotel Occupancy Tax

 Percentage of Total **Facility Costs** Covered by Hotel Occupancy Tax for the Funded Event

 Percentage of **Staff Costs** Covered by Hotel Occupancy Tax for the Funded Event

If staff costs are covered, estimate percentage of time staff spends annually on the funded event(s) compared to other activities %

Which Category or Categories Apply to Funding Request, and Amount Requested Under Each Category:

- ☐ **a) Convention Center or Visitor Information Center:** construction, improvement, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both. Amount requested under this category: \$
- ☐ **b) Registration of Convention Delegates:** furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants. Amount requested under this category: \$
- ☒ **c) Advertising, Solicitations, Promotional programs to attract tourists and convention delegates** or registrants to the municipality or its vicinity. Amount requested under this category: \$
- ☐ **d) Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry:** the encouragement, promotion, improvement, and application of the arts that can be shown to have some direct impact on tourism and the hotel/convention industry. The impact may be that the art facility or event can show hotel nights that are booked due to their events or that guests at hotels attend the arts event. Eligible forms of art include instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and soundrecording,



and other arts related to the presentation, performance, execution, and exhibition of these major art forms : \$_____

- ☐ e) Historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums. Amount requested under this category: \$_____

- ☐ f) Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the city or its vicinity. Amount requested under this category: \$_____

How many individuals are expected to participate in the sporting related event? _____

How many of the participants at the sporting related event are expected to be from another city or county? _____

Quantify how the sporting related event will substantially increase economic activity at hotels within the city or its vicinity?

- ☐ g) Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations: 1) the commercial center of the city; 2) a convention center in the city; 3) other hotels in or near the city; and 4) tourist attractions in or near the city. Amount requested under this category: \$_____

What sites or attractions will tourists be taken to by this transportation? _____

Will members of the general public (non-tourists) be riding on this transportation? _____

What percentage of the ridership will be local citizens? _____

- ☐ h) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality. Amount requested under this category: \$_____

What tourist attractions will be the subject of the signs?



Questions for All Funding Request Categories:

1. How many years have you held this Event or Project: 1.5 years
2. Expected Attendance: We have had 9,896 downloads to date, 85% being outside of Lockhart
3. How many people attending the Event or Project will use City of Lockhart hotels? TBD

Number of the people many nights will they stay: 2 nights

4. Do you reserve a room block for this event at an area hotel and if so, for how many rooms and at which hotels: _____
- No, but we are proposing a discount code/perk offered through the podcast to help drive traffic.

5. List other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from HOT and the number of hotel rooms used:

Month/Year Held	Assistance Amount	Number of Hotel Rooms Used
N/A		

6. How will you measure the impact of your event on area hotel activity (e.g., room block usage information, survey of hoteliers, etc.)? _____

We will be able to track the success through the use of the code.

7. Please list other organization, government entities, and grants that have offered financial support to your project: N/A

8. Will the event charge admission? Do you anticipate a net profit from the event? If there is a net profit, what is the anticipated amount and how will it be used?

No

9. Please list all promotion efforts your organization is coordinating and the amount financially committed to each media outlet:

Newspaper: \$ _____

Radio: \$ _____

TV: \$ _____

Other Paid Advertising: \$ 18,000

Number of Press Releases to Media _____

Number Direct Mailings to out-of-town recipients _____

Other Promotions _____

10. Will you include a link to local hotels on your website for booking during this event?

Yes

11. Will you negotiate a special rate or hotel/event package to attract overnight stays?

Yes

12. What new marketing initiatives will you utilize to promote hotel and convention activity for this event?

We have hired a marketing agency who specilaizes in promoting video and audio podcasts.

13. What geographic areas does your advertising and promotion reach: _____

Worldwide



14. How many individuals will your proposed marketing reach who are located in another city or county? _____

15. If the funding requested is related to a permanent facility (e.g. museum, visitor center):

Expected Attendance Monthly/Annually: N/A

Percentage of those in attendance that are staying at area hotels/lodging facilities: _____%

Please Submit to:

City of Lockhart HOT Advisory Board
c/o Finance Department
P.O. Box 239
Lockhart, TX 78644





78644

LOCKHART + MUSIC

A Podcast for Everything Happenin' in Lockhart

MARKETING PLAN

MARKETING OBJECTIVES:

- Increase awareness of Lockhart as a tourist destination.
- Drive website traffic and engagement with Lockhart's creative attractions.
- Increase visitor footfall to Lockhart's local businesses, including venues, galleries, and historical locations.
- Enhance Lockhart's reputation as a cultural and hub within Texas.

TARGET AUDIENCE:

Families: Seeking weekend getaways or day trips.

Music Fans: Interested in Lockhart's growing music scene.

Art Buffs: Interested in the multiple galleries exploring variety of mediums

Quarky Small Town Charm: Through our humor and first person accounts of "mostly true" Lockhart history and its characters.

MARKETING CHANNELS AND STRATEGIES PARTNERING WITH GHA MARKETING

1. Measurable Impact:

Key performance indicators (KPIs) such as podcast downloads, social media engagement, referral traffic, and promotional uptake will be tracked. These metrics will demonstrate the podcast's role in increasing overall awareness and by association, tourism and hotel occupancy. We have seen strong growth in the past 4 weeks, with a 10x increase in youtube views and a 60% increase in Instagram views since increasing our marketing budget.

2. Showcasing Local Culture & Music:

Our podcast is uniquely curated like a news segment. By featuring in-depth interviews with local personalities and covering Lockhart's buzzing music scene, we create authentic narratives that highlight the town's cultural vibrancy.

3. Building a Tourism Narrative:

Each episode will focus on the town's hidden gems—from local eateries to art venues—crafting a compelling story that positions Lockhart as a must-visit destination. This narrative will resonate with potential visitors looking for an authentic cultural experience.

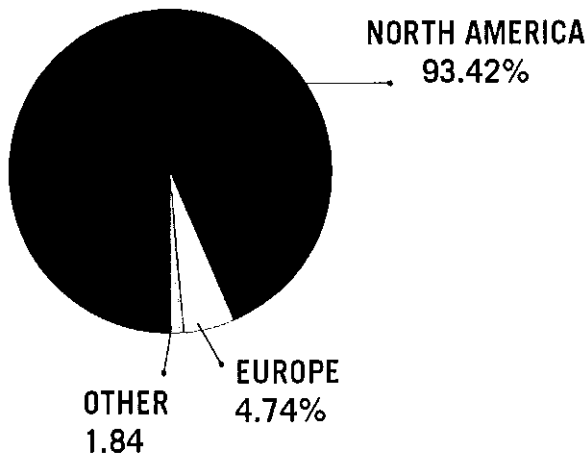
4. Digital Outreach & Engagement:

Our episodes are distributed through social media, Youtube and major podcast platforms. We'll be continuously iterating on the organic reach of the episodes, boosting visibility, track engagement, and drive traffic to Lockhart's tourism sites which are all linked in all show notes and descriptions—helping to convert interest into actual visits."

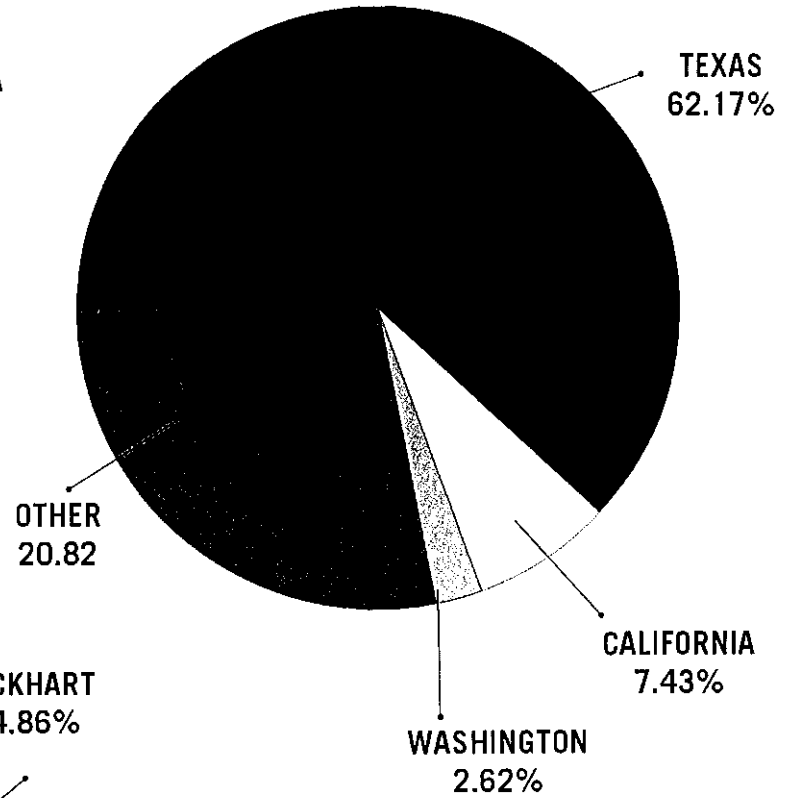
GEO LOCATION PERFORMANCE

9,896 DOWNLOADS FROM SEASON1-TODAY

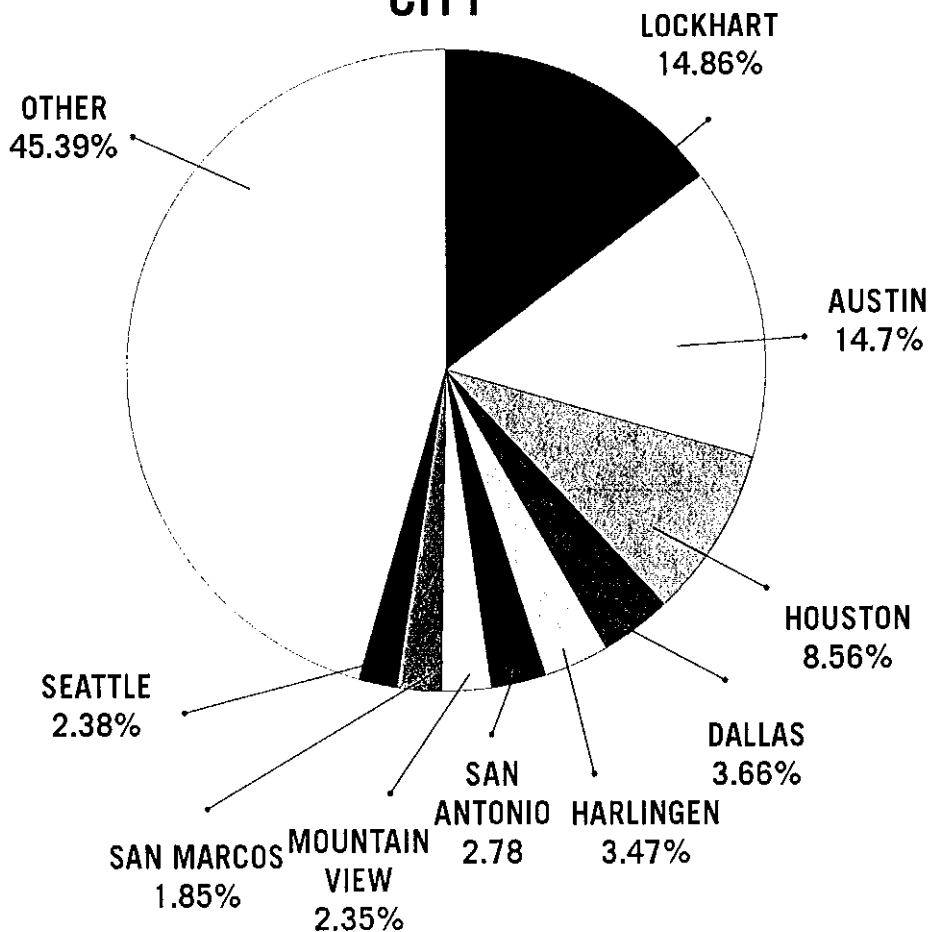
CONTINENT



REGION



CITY



**EVERY TOWN
HAS A STORY.**

THIS ONE IS OURS.



HOWDY!

We hope this letter finds you well. We are writing on behalf of The 78644 Podcast to request financial consideration from the Hotel Tax Fund to further our mission of promoting Lockhart as a cultural and tourism destination.

Lockhart's creative scene is thriving, with multiple music venues hosting events multiple times a week, a theater producing high-quality performances, and galleries showcasing both established and emerging artists. Our town has evolved beyond its barbecue fame into a true hub for arts and culture, and 78644 plays a key role in spreading that message to a wide audience.

Through engaging interviews with local musicians, artists, and business owners, our podcast highlights the unique experiences that make Lockhart special, encouraging visitors to explore and invest in our community. We also actively promote Lockhart's existing tourism draws, covering major events like Cinco de Mayo, the Chisholm Trail Roundup, and Courthouse Nights, amplifying their reach and attracting even more visitors to town.

To expand our impact, we've partnered with GHA Marketing, a firm specializing in podcast growth. With their expertise, we've doubled our episode releases to twice a month and officially transitioned into a video podcast—allowing audiences to either listen or watch 78644 and connect with Lockhart before they visit.

Beyond promotion, 78644 actively gives back to the community. Through our "Tip the Band" program, we've raised nearly \$10,000 for musicians featured on the podcast, providing direct financial support to the artists who help make Lockhart a cultural destination. Additionally, we've raised \$2,100 for Feeding Texas, further demonstrating our commitment to using our platform for positive local impact.

With targeted online advertising and social media campaigns, we are working to bring more visitors to Lockhart, supporting local businesses and increasing tourism revenue. Your support will allow us to expand our outreach and enhance our production quality, maximizing our ability to showcase Lockhart as a must-visit destination.

Additionally, you have the option to make this project 100% tax-deductible through our fiscal sponsorship with the Austin Creative Alliance.

Thank you for your time and consideration. I welcome the opportunity to discuss this further and appreciate your support in helping Lockhart continue to grow as a premier destination for arts, culture, and tourism.

Warm Regards,



Kate Collins
PRODUCER



Steven Collins
HOST

Courthouse
Nights



LOCKHART TX

2025 HOT Applicant





What is Courthouse Nights?

Courthouse Nights brings the ENTIRE community together through music.

CN is a family-friendly, monthly concert series on the Caldwell County Courthouse lawn in Lockhart, TX. It is held from April to August every year. This series is a free concert which aims to bring a different genre of music each month in hopes to represent Lockhart's rich, diverse community. **CN is a non-profit organization.**

COURTHOUSE NIGHTS GOALS

01

Create a fun & safe atmosphere for connecting our entire community.

Located on our beautiful downtown square.

02

Foster a sense of unity through the arts.

Free concert so all can partake and enjoy.

03

Show off our beautiful downtown square.

By not allowing outside vendors, we encourage all to shop on our square for food, drink and other concert needs.

Why are grants so important for us?

And Why Do We Need You?



Each year, we reach out to our community to offer sponsorship opportunities. With Lockhart's continued growth, more businesses and individuals have the chance to support and give back to their community. While growth brings new opportunities, we also recognize that it has increased the level of competition within the sponsor pool.

We need you because:

- We want to keep CN free for the community!
- Each month costs roughly \$6k to produce.
- We want to book bigger named bands.
- We want to hire a professional production team.
- We want to pay artists what they should be paid.
- We would like to hire a staff.

WHERE DOES THE GRANT MONEY GO?

We've had 4 successful seasons of fun for the community thanks to our sponsors and grants.



Insurance

We need to keep all safe and sound.

\$350/month



Talent

We hire popular bands from the central texas area who are fun for all.

\$2500-3500/month



Staff

We hire a LOCAL and professional team every season.

\$2100/month



Marketing

- Signage/Banners
- Content Creation
- On-line presence
- Wearable marketing

\$500/month

How Does Our Community Benefit Economically?

CN is 100% Vendor-Free!

We want to highlight our beautiful downtown square!

This translates to highlighting our local businesses! Each month we have an average of 500 people on our square both locals and out of town visitors.

CN is gaining popularity!

Every year brings bigger crowds!

Out of town visitors are making weekends surrounding our events. With so many things to do in town along with so many airbnbs and our few hotels, it is easy for visitors to stay in town!





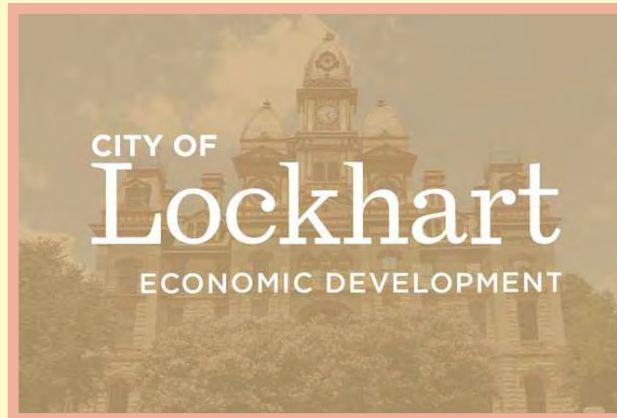
Courthouse Nights promotes tourism AND celebrates our community!

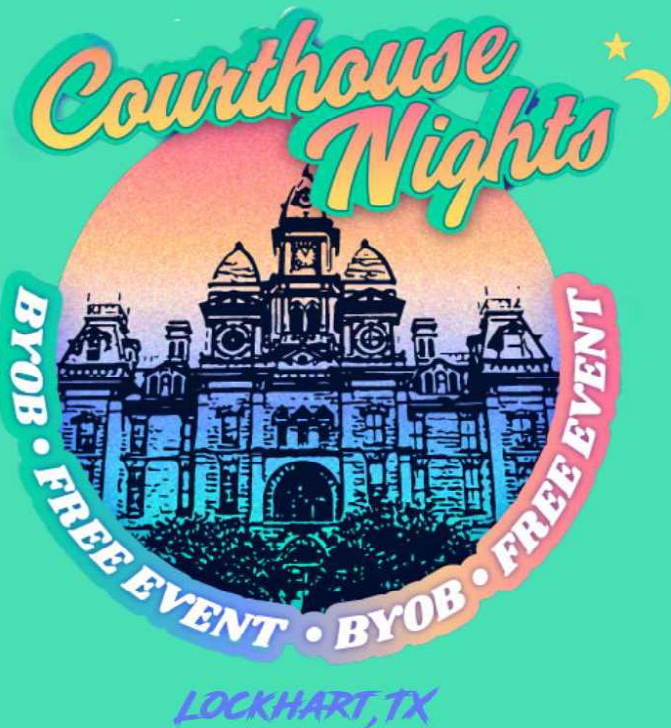
We would be honored to be awarded a 2025 HOT grant!

Our popularity is growing! We also now have a board to help with planning, operating and managing. We really hope to partner more with the City of Lockhart and the Economic Development Team to promote this series as a way to generate more economic growth for our businesses, tourism and hotel industries here in Lockhart.

AWARDS & GRANTS

- 2023 City of Austin's Live Music Fund Awardee
- 2024 City of Lockhart Hotel Occupancy Tax (HOT) Awardee
- City of Lockhart "Best Of" Awardee
 - 2021-2025 Best Community Event
 - 2022-2024 Best Live Music Venue





APRIL 18TH **Ellis Bullard**

MAY 16TH **The Point**

2X GRAMMY WINNERS
JUNE 20TH **The Lost Bayou
Rambler**

JULY 18TH **Los Juanos**

QUEEN TRIBUTE BAND
AUGUST 15TH **Magnifico**

Fridays ● 7pm-10pm

South side of Courthouse Lawn



Thank you!

See ya' on the lawn
April 18th!



The Gaslight- Baker Theatre HOT Funds Presentation 2025

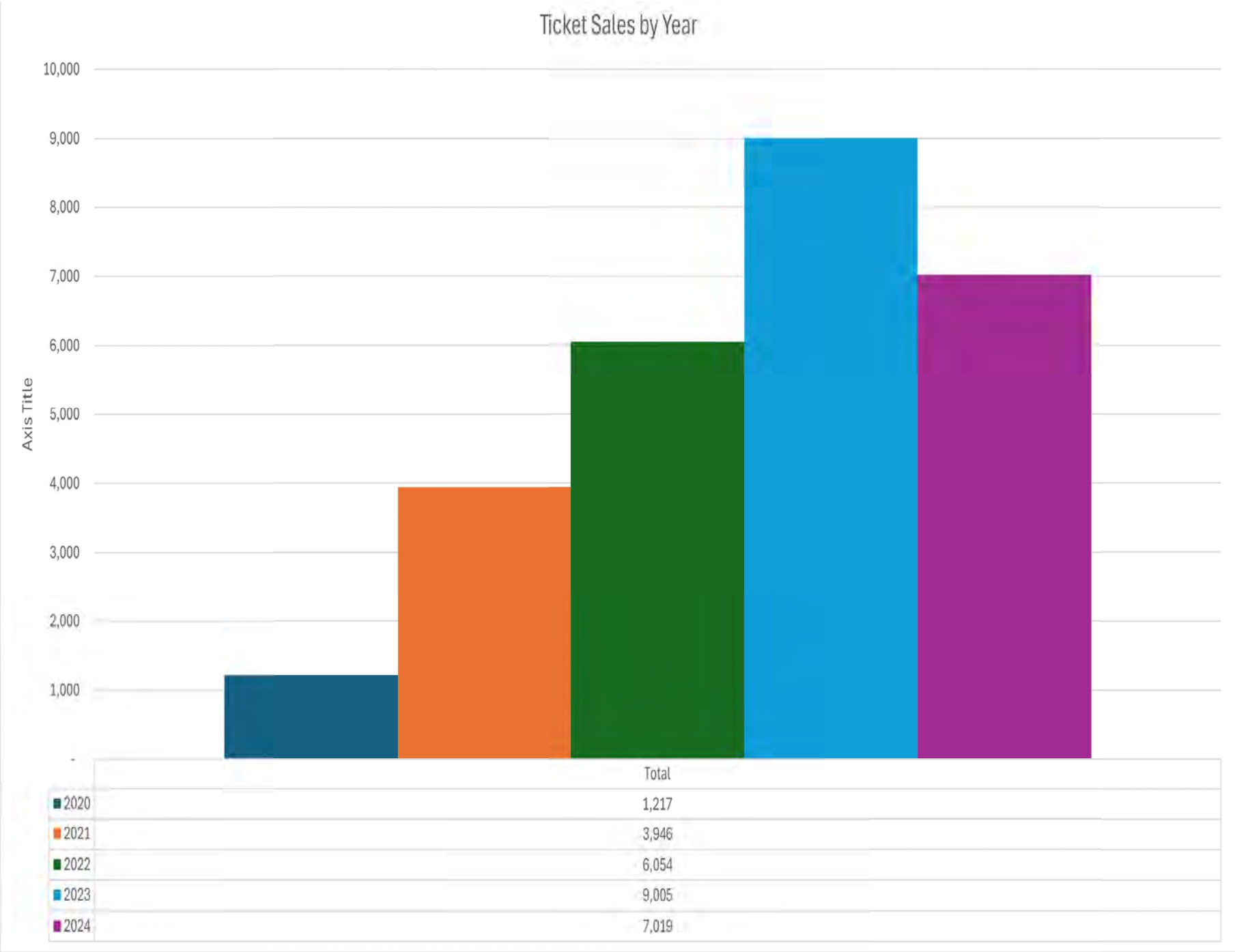


The 2024 HOT funds paid for electrical upgrades for safer and more efficient lighting and other tech.

Thank You



Attendance 2024:
7019



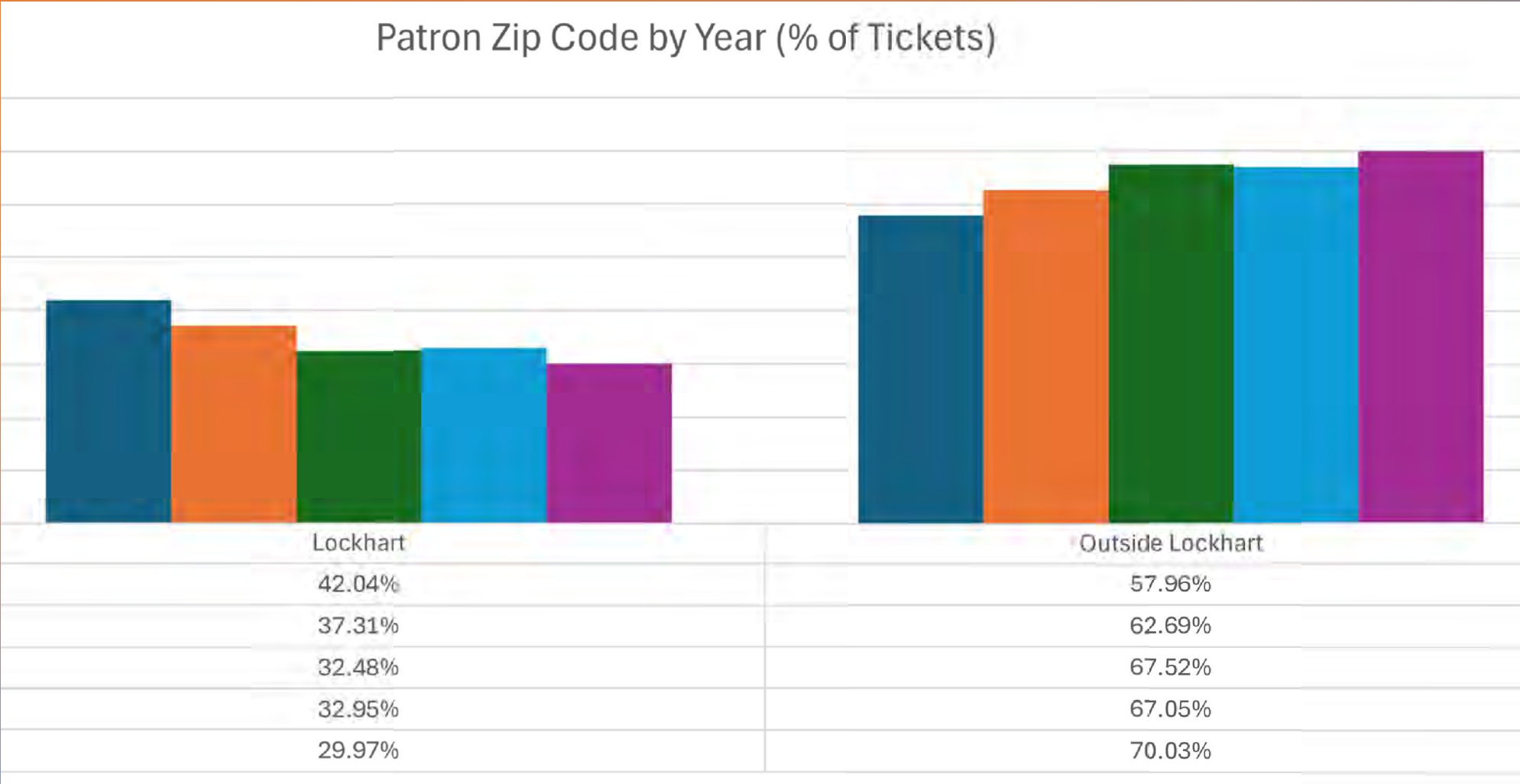
Last year we drew over 130 kids into our Education Program. This year we are experiencing a 30 percent increase including new adult classes.



Volunteers

We estimate that over 500 volunteers, not including performers help make our theater a success.





Out of Zip Code Visitors

Local Hotel Support

Overnight Stay Survey for
Online Ticket Sales

Website Local Stay Links

Playbill Local Stay Mentions



For 2025 the GBT is once again requesting \$15,000 to aid in auditorium and building restorative work and improvements.



Primarily
repainting
and
brickwork on
the the
outside of
both of our
buildings.

Allowing Us to Charge!
Into the Future



Request for HOT Funds: GCC Hispanic Chamber of Commerce

Supporting Culturally-Relevant Tourism in Lockhart through Hotel
Occupancy Tax Funding for 2025.

Presented to Lockhart City Council, April 3, 2025.



Introduction: GCC Hispanic Chamber of Commerce





Culturally-Relevant Events



Diez y Seis

Mexican Independence celebration draws thousands each September



Cinco de Mayo

Vibrant cultural festival celebrating Mexican heritage



Economic Impact of GCC Events

~5,000

Attendees

Average per event weekend

60%

Tourists

Come from outside Caldwell County

\$500K

Annual Spending

Direct economic impact on local
businesses

Proposed Use of HOT Funds



Marketing

20% of funds

- Target tourists in Austin and San Antonio
- Digital and print advertising
- Ads on social media and radio and streaming services



Infrastructure

30% of funds

- Stage and Sound Equipment
- Security and Facilities



Programming

50% of funds

- Artists and Performers
- Cinco de Mayo 5K/10K



Alignment with HOT Funding Criteria

Promotes Tourism

Events directly increase hotel stays and visitor numbers

Attracts Visitors

Marketing targets potential tourists from nearby cities

Leverages Success

Builds on proven track record of well-attended events

Supports Culture

Highlights Lockhart's unique cultural heritage

Partnership Opportunities



Hotel Collaboration

Joint marketing with local accommodations



Local Attractions

Cross-promotion with Lockhart destinations



Business Network

Chamber members dedicated to growing tourism



Conclusion: Invest in Cultural Tourism

Proven Success

GCCHCC has demonstrated ability to drive tourism

Enhanced Events

HOT funding will attract more visitors and extend stays by enhancing quality of event

Cultural Heritage

Investment celebrates Lockhart's unique community identity

Thank you for your consideration! Questions?





Hotel Occupancy Tax Presentation 2025

Mission & Values

Our mission is to promote a prosperous business environment for our members and enhance the community.

We Strive to Be:

- ✓ Membership Focused
- ✓ Involved in our Community
- ✓ Innovative
- ✓ Ethical
- ✓ Fiscally Responsible



Overview

This high-level overview outlines two separate HOT grant applications:

- Chisholm Trail Roundup
- Lockhart Visitor's Center



Lockhart Visitor's Center

Project Overview

- Relocation and expansion of the Lockhart Visitor's Center to the town square.
- Creation of a **retail shop, information hub, and community attraction space.**
- Enhancement of visitor services and experience.

Funding Request & Allocation

- Requested funds: **\$130,000**
- Primary use of funds:
 - Staff salary support (75% of Visitor's Center Coordinator salary).
 - Extended operating hours (including weekends & events).
 - Facility improvements & retail expansion.
 - Internship program for local high school students.
 - Strengthening regional tourism partnerships.



Lockhart Visitor's Center

Expected Impact on Tourism

- Increased visitor engagement and resource accessibility.
- More overnight stays via **targeted weekend getaway marketing**.
- Strengthened partnerships with Texas chambers to drive cross-tourism.

Internship Program Highlights

- **2-3 high school juniors per year.**
- Summer schedule: **Thursday-Monday shifts.**
- School-year schedule: **Fridays, Saturdays & special events.**
- Interns will assist with **daily operations, visitor engagement, and events.**

Key Objectives

- Boost visitor engagement through a more prominent and resourceful center.
- Drive economic benefits via tourism and extended visitor stays.
- Establish Lockhart as a premier weekend destination in Texas.



Online Engagement:

Facebook

Jan 1, 2024 - Dec 31, 2024

Turn on Facebook story insights

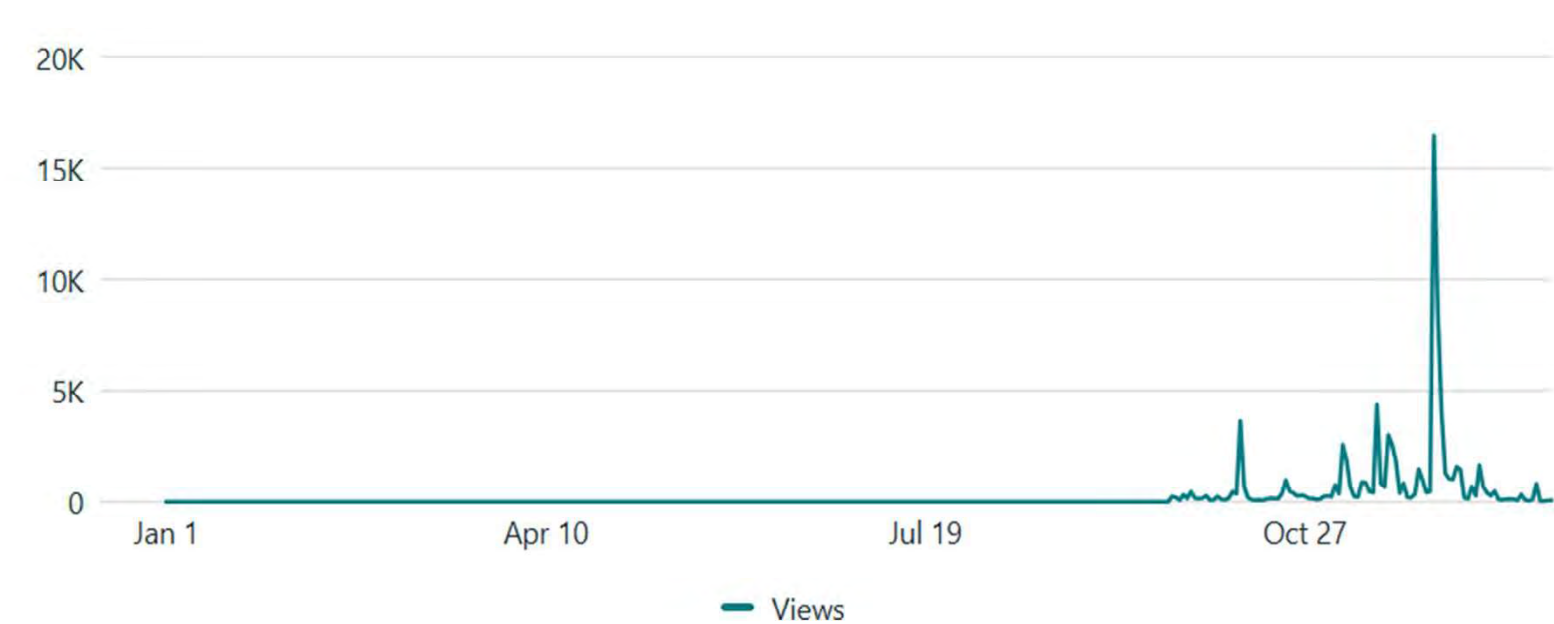
See more

Content overview

Breakdown: Organic/ads

- All
- Posts
- Stories
- Reels
- Videos
- Live

Views ⓘ	Reach ⓘ	3-second views ⓘ	1-minute views ⓘ	Content interactions ⓘ	Watch time ⓘ
84K	48.6K ↓ 60.1%	243 ↑ 319%	3 ↑ 50%	3.4K ↓ 29.4%	1h 22m ↑ 313.5%



Views breakdown

Jan 1, 2024 - Dec 31, 2024

Total

84,012

From organic

100%

From ads

0%

Online Engagement:

Instagram ▾

Jan 1, 2024 – Dec 31, 2024 ▾



Content overview

Breakdown: Organic/ads ▾

- All
- Posts
- Stories

Views ⓘ

14.9K

Reach ⓘ

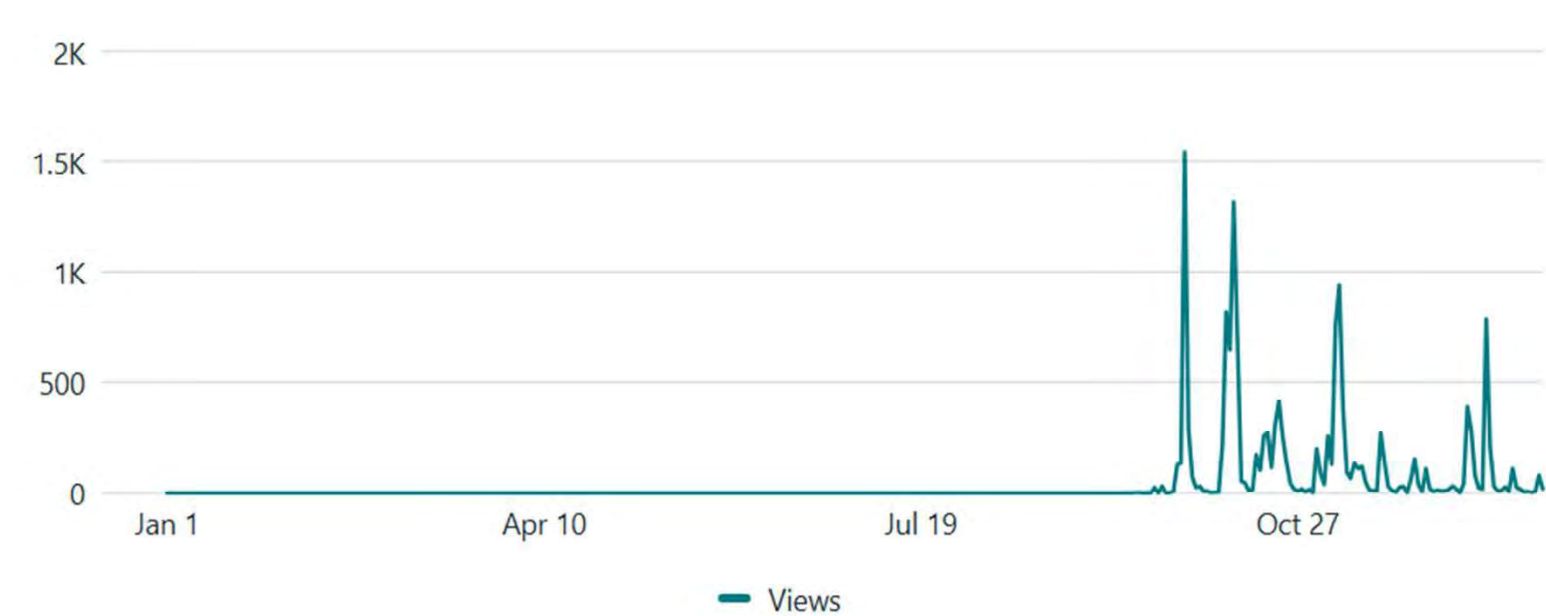
8K

↑ 675.4%

Content interactions ⓘ

434

↑ 100%



Views breakdown

Jan 1, 2024 – Dec 31, 2024

Total

14,860

From organic

100%

From ads

0%



Current Visitor's Center: 104 W. Market Street

Proposed Visitor's Center: 120 E. Market Street



Open Air Courtyard









2025 Chisholm Trail Roundup

Event Overview

- Annual multi-day festival celebrating Lockhart's history and culture.
- Includes rodeo events, live music, a parade, and family-friendly activities.
- Major tourism driver attracting regional, statewide, and international visitors.

Funding Request & Allocation

- Requested funds: **\$60,000**
- Primary use of funds:
 - Marketing & advertising outside Caldwell County.
 - Enhancements to festival programming.
 - Infrastructure and logistical support.
 - Promotion of local businesses and accommodations.



2025 Chisholm Trail Roundup

Impact on Tourism

- Expected attendance: **More than 30,000**
- Projected hotel and lodging impact: **100% capacity**
- Economic impact: Increased local spending at restaurants, retail shops, and lodging.

Key Objectives

- Expand regional marketing efforts.
- Enhance visitor experience with improved facilities and activities.
- Strengthen Lockhart's reputation as a cultural and historical destination.



2024 CTR Friday Visitors (from Stubwire)

City	State	AVG Miles from Venue	Total Orders	Total Tickets
Lockhart	TX	0	596	1,231
Austin	TX	29	29	70
San Antonio	TX	56	20	48
Del Valle	TX	19	1	1
New Braunfels	TX	29	2	4
Pflugerville	TX	39	2	3
Conroe	TX	135	1	4
Buda	TX	18	3	7
San Marcos	TX	17	3	5
Manchaca	TX	20	1	1
Round Rock	TX	44	1	4
Ledbetter	TX	59	1	1
Houston	TX	124	3	4
Dallas	TX	207	7	22
Lewisville	TX	224	1	1
Dale	TX	12	3	10
Cedar Park	TX	44	2	5
Kyle	TX	12	4	12
Bastrop	TX	29	2	12
Georgetown	TX	54	1	2
Red Rock	TX	14	1	3
Three Rivers	TX	109	1	6
Tomball	TX	123	1	1
Lubbock	TX	354	1	5
Irving	TX	210	1	3
Arlington	TX	193	2	20
Luling	TX	14	1	1
Mission	TX	256	1	2
Delaware	OH	1,080	1	1
Ontario	CA	1,175	1	3
Waipahu	HI	3,133	1	1
Chesterfield	MA	1,576	1	2

2024 CTR Saturday Visitors (from Stubwire)

City	State	AVG Miles from Venue	Total Orders	Total Tickets
Lockhart	TX	0	799	1,581
Austin	TX	31	30	86
Georgetown	TX	54	4	14
San Antonio	TX	56	19	48
Dallas	TX	209	13	46
Flatonia	TX	36	1	3
Martindale	TX	11	1	2
Three Rivers	TX	109	2	9
Houston	TX	129	3	11
Del Valle	TX	19	1	2
San Marcos	TX	17	3	6
Buda	TX	18	2	6
Port Aransas	TX	146	1	3
Little Elm	TX	231	1	4
Canyon Lake	TX	33	1	4
Cedar Park	TX	44	3	10
Fort Worth	TX	194	2	4
Jarrell	TX	63	1	2
Pflugerville	TX	39	3	9
Conroe	TX	135	1	1
Kyle	TX	12	3	12
Round Rock	TX	45	1	2
Leander	TX	47	1	2
Tomball	TX	123	1	1
Boerne	TX	60	1	4
Dale	TX	12	2	8
Lubbock	TX	354	1	5
Irving	TX	210	1	3
Clyde	TX	205	1	2
Arlington	TX	193	2	20
Luling	TX	14	1	1
Saint Hedwig	TX	44	2	4
Mission	TX	256	1	2
Aberdeen	SD	1,077	1	2
Bensenville	IL	989	1	3
Essex	CT	1,567	1	3
Delaware	OH	1,080	1	1
Waipahu	HI	3,133	1	1
Chesterfield	MA	1,576	1	

2024 Chisholm Trail Roundup

KXAN Campaign

CAMPAIGN OVERVIEW

TACTIC	IMPRESSIONS	CPM	INVESTMENT
Targeted KXAN.com Display Banners	150,000	\$10	\$1,500
HPTO(3)/Studio 512	1,351,351	\$5.55	\$7,500
CW Bonanza	330,000	\$3.03	\$1,000
WX App Interstitial	6 weeks	-	\$2,250

*You can
customize the
elements you
want!*

Get one (1)
bonus Studio
512 feature on
KXAN when you
purchase three
(3) or more
Homepage
Takeovers

**\$12,250
INVESTMENT**

Texas Monthly Promos

**Live Music - Rodeo - Carnival
BBQ Cook-off - & More**



JUNE 13th - 15th LOCKHART, TX

📍 LOCKHART CITY PARK







We look forward to
presenting a detailed
presentation on April 15th



Thank you!

LOCKHART INITIATIVE FOR TOURISM

Hotel Occupancy Tax Presentation 2025

Mission

Lockhart Initiative for Tourism (LIT) supports tourism while preserving the unique character of our small-town community. We fund events to

promote:

Arts

Culture

Heritage

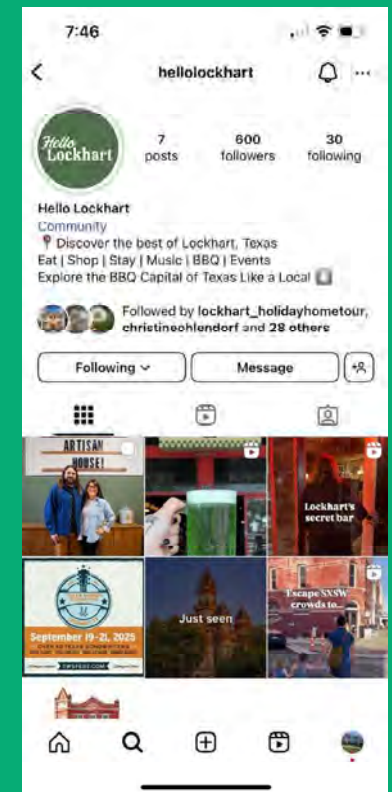


**LOCKHART
INITIATIVE
FOR
TOURISM**

We are creating a digital hub with comprehensive local tourism resources

Instagram launched Goal: 1000 followers by 4/7/25

**LOCKHART
INITIATIVE
FOR
TOURISM**



We are creating a digital hub with comprehensive local tourism resources

**LOCKHART
INITIATIVE
FOR TOURISM**

- Website in development now
- Will be available anytime & accessible to all
- Sample items on website:
- Local businesses
- Local lodging
- Local event spaces
- Grant funding for tourism activities



Our Request

**LOCKHART
INITIATIVE
FOR
TOURISM**

**Website development and maintenance requesting
\$5000**

- **Creating a dynamic tourism resource to tie resources together for event opportunities**
- **Building website (in progress)**
 - **Gathering all creative now**



Our Request

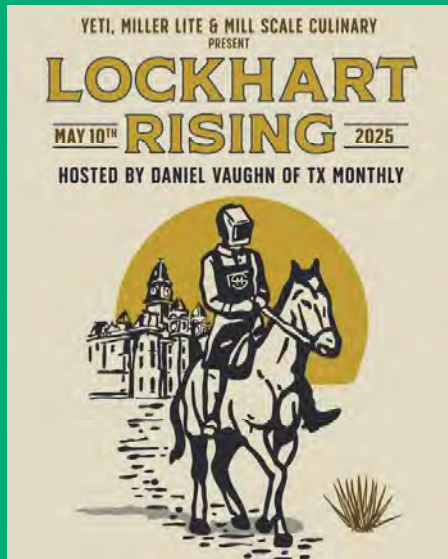
Local Event Development \$5000

**LOCKHART
INITIATIVE
FOR TOURISM**

- Will focus on the Arts
- Will bring approximate 40-100 tourists to Lockhart
- Tourism events during the week (Tue - Fri)
- Funding to support lodging, hosting events directly impacting local businesses



LIT Spring Funded Events



LIT Future Promotion & Marketing

- **Future promotion & marketing**
- **Billboards**
- **Placement in marketing materials**
- **Revival of local events**



Towards a Texas Cultural District in Lockhart

Spellerberg Associates
April 2025



About Spellerberg Associates

We provide research, strategy, design and development to cultural institutions nationally.

Since 2016 we've operated Spellerberg Projects, an artist-run center on the Courthouse Square.

Clients include:

Andy Warhol Museum, Pittsburgh

Blue Star Contemporary, San Antonio

Museum of Contemporary Art Chicago

Rubin Museum of Art, New York

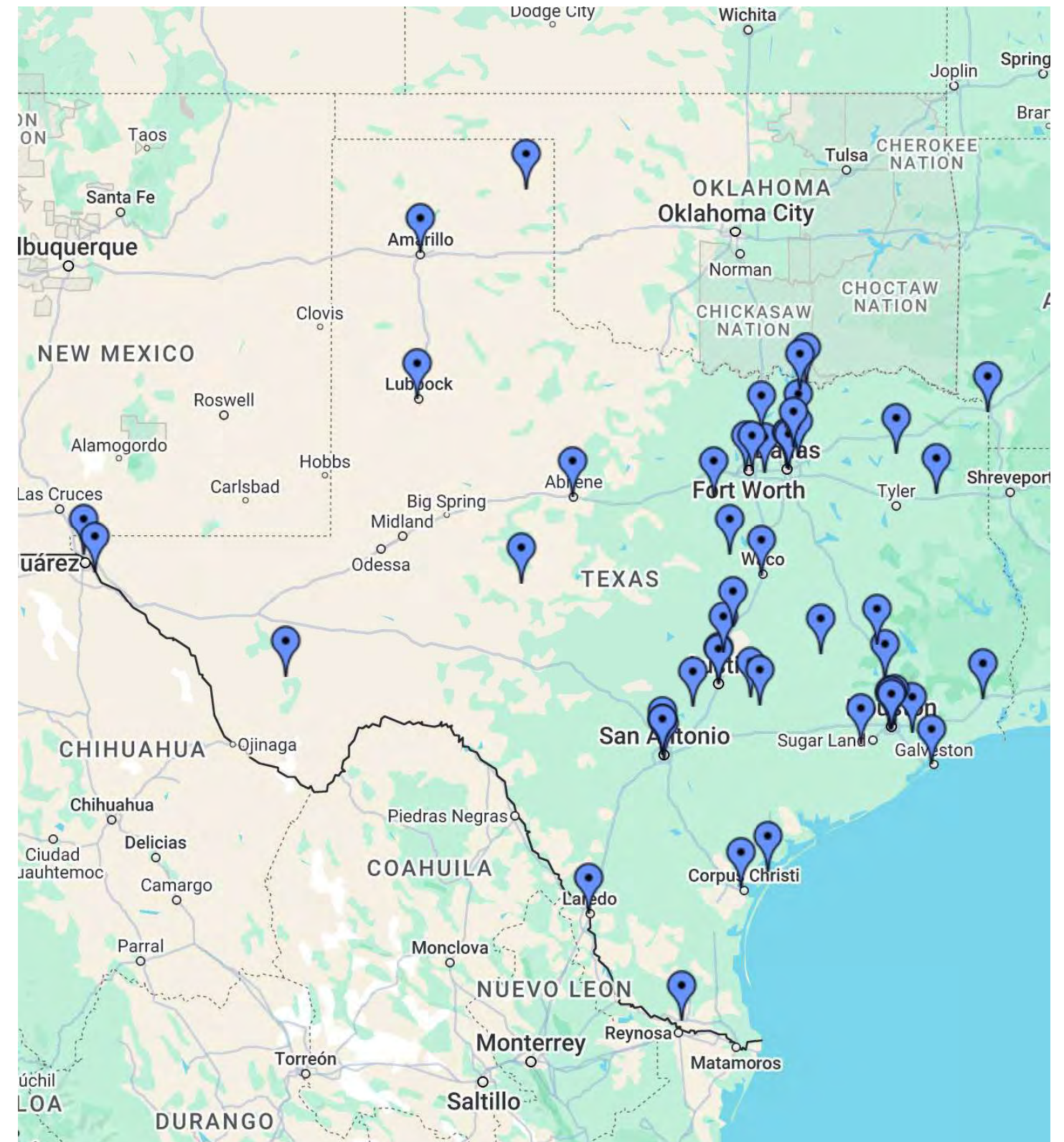
Terra Foundation for American Art, Chicago



About Texas Cultural Districts

Cultural Districts are the Texas Commission on the Arts' flagship program supporting cultural tourism.

A Cultural District is the anchor of a recognized, labeled, mixed-use area of a community in which there exists a high concentration of arts and cultural facilities, individual artists and events that are promoted to attract cultural tourists.



Grant Eligibility

Up to \$250,000 annually via TCA Arts Respond Cultural District Project Grants

Supports projects that use the arts to diversify local economies, generate revenue, and attract visitors and investment.

Provides project assistance grants on a short-term basis and may include administrative costs directly related to the project.

Designed for projects that focus on significant cultural tourism projects.



Achieving Designation

Designation is most likely to be awarded to a district that is already defined in terms of leadership, geographic boundaries, branding, and current assets.

***“Setting expectations:
Many applications are not approved on the first, or even second try.” –TCA***



Readiness Criteria

- ☐ There is strong support from political, arts and cultural leaders.
 - ☐ Planning efforts reflect the diversity of our community.
 - ☐ Plans include marketing and promotion strategies.
 - ☐ We can articulate why we need a Cultural District.
 - ☐ We know where funds are coming from to pay for development, promotion and activities.
 - ☐ We have an organization with staff and management capacity to act as administrative and fiscal agent.
- This is the work to be done!***

Roadmap to Designation

Community Consultation
Organize Stakeholders
Designate Management Entity
Draw District Map
Apply for Designation

Key Dates

Jan 31 2026 – Letter of intent
Jun 15 2026 – Application



Our Approach

**Qualitative Research
Focus Groups
In-depth Interviews
Surveys**

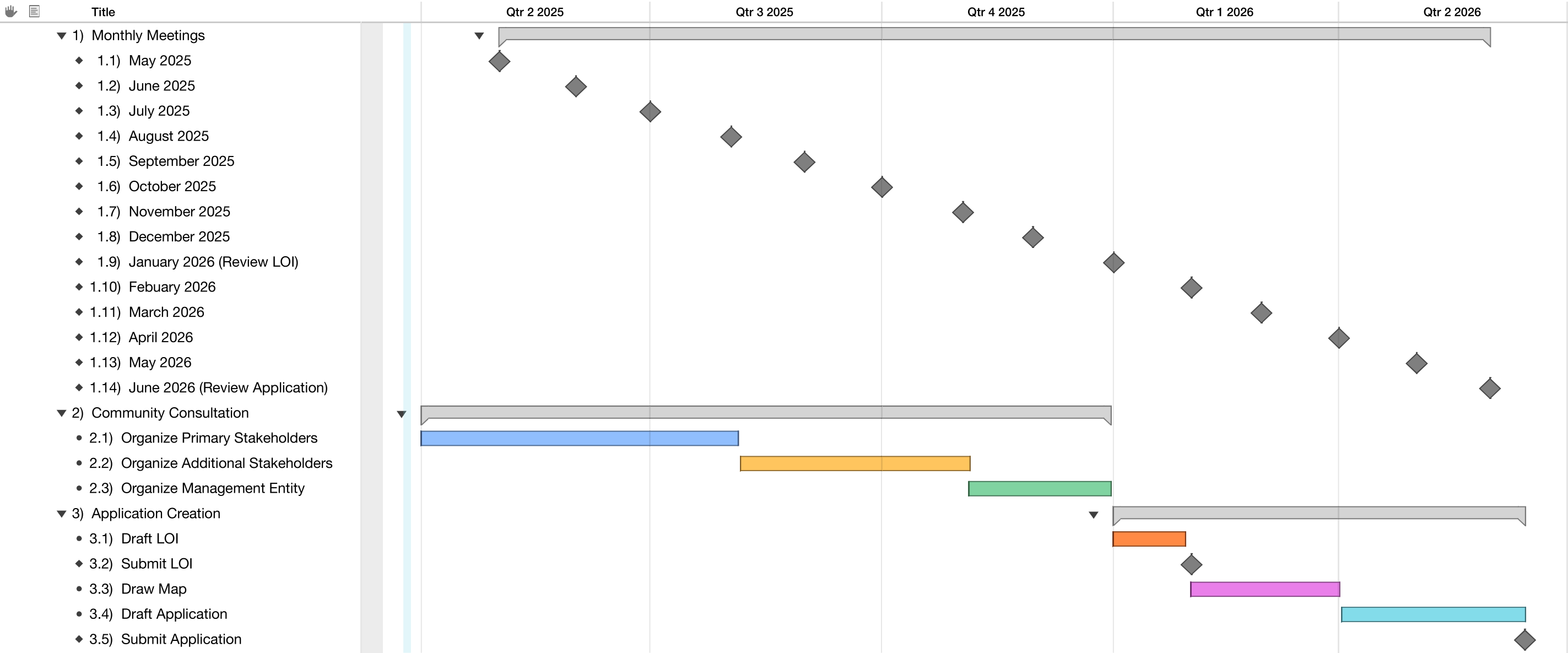
**Stakeholder Engagement
Monthly Meetings,
Email Bulletins**

Visitation Metrics

**Texas State University
Internship in Government**



Project Plan (Draft 03/26/25)



City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: April 15, 2025

AGENDA ITEM CAPTION: Discussion and/or action to consider Ordinance 2025-08, amending Sections 28-21 and 28-23 of Article I, "Historic Districts and Landmarks Regulations and Procedures" of Chapter 28 "Historic Districts and Landmarks" to clarify the timeline for completion of work subject to a historic tax abatement and certification of historic tax abatements.

ORIGINATING DEPARTMENT AND CONTACT: Development Services - David Fowler

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: City legal staff suggested this amendment to Chapter 28 "Historic Districts and Landmarks" after the construction work for a recent tax abatement case took longer than the one-year timeline allowed in City Code. The current ordinance allows for a one-year timeline for completion of tax abatement projects without any possibility of longer timelines for more complex projects. The City Attorney's office recommended the ordinance be revised to allow for timelines to be tailored to the requirements of specific projects. To achieve this aim, the proposed text amendment would replace a maximum one-year timeline for completion of abatement projects with an expiration date as approved by City Council. Other than this change related to the allowed timeline for completion of projects, the process for approval of historic tax abatement requests would remain unchanged, with the Historical Preservation Commission recommending approval of tax abatement requests, with the requests ultimately approved by City Council.

Passing this text amendment will enable the approval of the following item on the agenda, which is the acceptance of the revised project timeline for the Spellerberg Gallery downtown, which will allow that project to be eligible to receive the requested tax abatement.

PROJECT SCHEDULE (if applicable): None

FISCAL NOTE (if applicable): None

PREVIOUS COUNCIL ACTION: Both sections were last revised with the passage of Ordinance 2017-03 on February 7, 2017.

COMMITTEE/BOARD/COMMISSION ACTION: The Historical Preservation Commission recommended approval of the proposed text amendment at its April 2, 2025 meeting.

STAFF RECOMMENDATION/REQUESTED MOTION: Approval

LIST OF SUPPORTING DOCUMENTS: Ordinance 2025-08 Sections 28-21 and 28-23

City of Lockhart, Texas

Council Agenda Item Cover Sheet

revisions

ORDINANCE 2025-08

AN ORDINANCE OF THE CITY OF LOCKHART, TEXAS, AMENDING SECTIONS 28-21 AND 28-23 OF ARTICLE I. “HISTORIC DISTRICTS AND LANDMARKS REGULATIONS AND PROCEDURES” OF CHAPTER 28 “HISTORIC DISTRICTS AND LANDMARKS” TO CLARIFY THE TIMELINE FOR COMPLETION OF WORK SUBJECT TO A HISTORIC TAX ABATEMENT AND CERTIFICATION OF HISTORIC TAX ABATEMENT; PROVIDING FOR REPEALING, SEVERABILITY, AND SAVINGS CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Division 2 “Tax Abatement” of Article I. “Historic Districts and Landmarks Regulations and Procedures” of Chapter 28 “Historic Districts and Landmarks” provides a program for tax abatement for renovation of properties in historic districts; and

WHEREAS, Section 28-21 of Division 2 “Tax Abatement” of Article I. “Historic Districts and Landmarks Regulations and Procedures” of Chapter 28 “Historic Districts and Landmarks” provides general criteria and requirements for the program; and

WHEREAS, Section 28-21(k) currently requires the work that is subject to the tax abatement to be completed within one year of the certification and the agreement; and

WHEREAS, Section 28-23 currently limits certification of historic tax abatement for one year; and

WHEREAS, given the challenges of historic preservation, the City Council finds that more flexibility is needed in project completion and certification for historic tax abatements; and

WHEREAS, on April 2, 2025, the Historic Preservation Commission held a public hearing and voted to recommend approval this ordinance change; and

WHEREAS, a public hearing was held in conformance with applicable law,

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

SECTION 1. The above and foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact.

SECTION 2. That Section 28-21(k) of Division 2 “Tax Abatement” of Article I. “Historic Districts and Landmarks Regulations and Procedures” of Chapter 28 “Historic Districts and Landmarks” is amended to read as follows (additions, ~~deletions~~):

- (k) The work which is certified for tax abatement must be completed within a time period approved by the City Council ~~one year of the certification and agreement~~. The certified and/or verified tax abatement shall carry with the property. A

property may be certified and verified for additional work and receive more than one tax abatement concurrently, but not to exceed the limits allowed by the tax abatement program.

SECTION 3. That Section 28-23 of Division 2 “Tax Abatement” of Article I. “Historic Districts and Landmarks Regulations and Procedures” of Chapter 28 “Historic Districts and Landmarks” is amended to read as follows (additions, ~~deletions~~):

Sec. 28-23. Certification for tax abatement.

Upon receipt of the sworn application, the commission shall make an investigation of the property and shall certify the facts to the city within 30 days along with the commission's documentation for approval or disapproval of the application for abatement. Upon receipt of the certified application for tax abatement as well as the recommendation of the commission, the city council shall within 30 days approve or disapprove eligibility of the property for tax relief pursuant to sections 28-21 through 28-24. In determining eligibility, the City of Lockhart shall first determine that the applicant is in compliance with all the requirements of these sections and the city Code. The certification for tax abatement for specified work shall be valid for ~~one year~~ the time period approved by the City Council pursuant to Section 28-21(k). The city shall require the property owners, tenants and city enter into a tax abatement agreement which may set further conditions on the tax abatement authorized. The verification and subsequent tax abatement may carry with the property provided the conditions of the abatement are met and the city is in agreement.

SECTION 4. All provisions of the Code of Ordinances of the City of Lockhart codified or uncodified, in conflict with the provisions of this ordinance are hereby repealed, and all other provisions of the Code of Ordinances of the City of Lockhart codified or uncodified, not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 5. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this ordinance are severable, and if any phrase, clause, sentence, or section of this ordinance shall be declared unconstitutional or invalid by any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any other remaining phrase, clause, sentence, paragraph or section of this ordinance.

SECTION 6. The repeal of any Ordinance or part of Ordinances effectuated by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such Ordinance or as discontinuing, abating, modifying or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions at the time of passage of this Ordinance.

SECTION 7. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required by law and that public notice of the time, place and purpose of said meeting was given as required by the Texas Open Meetings Act, Texas Government Code, Chapter 551.

SECTION 8. The City Secretary shall cause the caption of this ordinance to be published in a newspaper of general circulation according to law.

SECTION 9. This Ordinance shall take effect immediately from and after publication in accordance with the provisions of the City Charter and the Local Government Code.

PASSED AND APPROVED by the City Council of the City of Lockhart, Texas the 15th day of April 2025.

Lew White, Mayor

ATTEST:

Julie Bowermon, City Secretary

APPROVED AS TO FORM:

Bradford E. Bullock, City Attorney

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: April 15, 2025

AGENDA ITEM CAPTION: Discussion and/or action to consider a request from Martin Spellerberg of Spellerberg Associates, LLC to extend the one-year timeframe set forth in the approved tax abatement agreement to accommodate the 17-month construction timeline for the interior, HVAC, roofing, and rear facade improvements to a building in the Historic District located on part of Lot 4, Block 39, Original Town of Lockhart and addressed as 103 South Main Street.

ORIGINATING DEPARTMENT AND CONTACT: Development Services - David Fowler

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: This item proposes an amended tax abatement agreement between the City and Spellerberg Associates to defray the costs of extensive renovations to the building located at 103 South Main Street. The original abatement agreement allowed for one year to complete the renovations, consistent with the language found in Sections 28-21 and 28-23 of the City Code of Ordinances. Due to delays in acquiring materials and approvals needed from other agencies, the renovation was completed in approximately 17 months. As a result of this issue, the applicant has requested an amendment to the tax abatement agreement. In order to make the amendment tax agreement possible, the previous item on the agenda proposes to revise the allowable construction periods to allow for flexibility in project length to allow for longer construction for more complex projects, rather than only allowing a one-year completion timeline for all tax abatement projects.

PROJECT SCHEDULE (if applicable): The renovation project was originally approved for one year, consistent with City code, but due to several factors the project took 17 months to complete, leading to the request for revision of the tax abatement agreement.

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): If the revision is approved, 100 percent of all city taxes for the affected property would be waived for the first five years and half of all City taxes would be waived for the an additional five years.

PREVIOUS COUNCIL ACTION: Lockhart City Council approved the original tax abatement agreement on September 19, 2023.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COMMITTEE/BOARD/COMMISSION ACTION: The Historic Preservation Commission recommended the revision of the tax abatement agreement to acomodate the 17-month construction completion at it April 2, 2025 meeting.

STAFF RECOMMENDATION/REQUESTED MOTION: Approval

LIST OF SUPPORTING DOCUMENTS: First Amendment to Spellerberg tax abatement agreement, Applicant's Sworn Statement of Completion, 03-26-2025 Tax Abatement Enhancements Memo to HPC, Tax Abatement Agreement (Signed)- 103 S. Main St., TA-23-01 Approval Letter to Spellerberg

**FIRST AMENDMENT TO THE TAX ABATEMENT AGREEMENT
BETWEEN THE CITY OF LOCKHART AND
SPELLERBERG ASSOCIATES LLC**

This FIRST AMENDMENT TO THE TAX ABATEMENT AGREEMENT ("First Amendment") is made and entered into by **Spellerberg Associates LLC**, ("Owner") and the City of Lockhart, a home-rule municipality created, existing, and organized under the laws of the State of Texas and the City's home-rule charter ("City"), individually referred to as a "Party" and collectively as the "Parties":

WITNESSETH:

WHEREAS, the Parties entered in a Tax Abatement Agreement on September 19, 2023 ("Agreement") to incentivize and prioritize the development of the property located at 103 South Main Street owned by Owner that is located in the Courthouse Square Historic District; and

WHEREAS, due to delays in getting materials for an historic preservation renovation, the Owner has sought an extension of deadline for completion of the renovation of the Property; and

WHEREAS, the Parties wish to amend the Agreement to accommodate the Owner's request,

NOW, THEREFORE, in consideration of City's economic development incentives set forth in the Agreement and other good and valuable consideration as set forth herein, the Parties agree as follows:

1. The Parties agree that all of the above-listed recitals are true and correct.
2. The Parties mutually agree to amend the Agreement by replacing Section I with the following:
 - I. The work which is certified for tax abatement must be completed on or before May 1, 2025.
3. Except as provided in this First Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. The terms and conditions of the Agreement are incorporated by reference herein.
4. This First Amendment and the Agreement are made and are to be performed in Lockhart, Texas, and venue of any dispute under this First Amendment and the Agreement shall lie in a court of competent jurisdiction sitting in Caldwell County, Texas. Texas law shall apply to all matters relating to this First Amendment and the Agreement.

5. This First Amendment may be executed in any number of and by different Parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile or electronic transmission (including email transmission of a PDF image) shall be deemed to be an original signature hereto.

(execution block on the next page)

EXECUTED this ____ day of _____, 2025.

Owner:

Spellerberg Associates LLC

By: _____
Martin Spellerberg, Director

ATTEST:

EXECUTED this ____ day of _____, 2025.

The City of Lockhart, Texas

By: _____
Lew White
Mayor

ATTEST:

By: _____
Julie Bowermon
City Secretary

Spellerberg Associates

February 5, 2025

Kevin Waller
City of Lockhart
Historical Preservation Commission
308 W. San Antonio St.
Lockhart, TX 78644

Dear Mr. Waller:

This letter is to acknowledge that the remodel and preservation work at 103 S Main Street, Lockhart, TX., as previously certified by the Historical Preservation Commission for a tax abatement is now complete (Sec. 28-24).

I am ready for the Commission to come revisit the property to verify that the work is complete.

Sworn by and respectfully,

A handwritten signature in black ink that reads "M. Spellerberg". The signature is fluid and cursive, with the first letter of each word being capitalized and prominent.

Martin Spellerberg

Owner, Spellerberg Associates LLC

TO: Lockhart Historical Preservation Commission
FROM: Kevin Waller, Historical Preservation Officer
SUBJECT: Tax Abatement Approval for 103 S. Main St.
DATE: March 26, 2025

This memo pertains to the verification of substantial completion of enhancements recently made to a commercial building on property within the Historic District, located at 103 South Main St. During the Commission's upcoming April 2, 2025 meeting, the Commission will visit the property to physically inspect the enhancements, followed by a vote and approval, which will be the Commission's certification that the enhancements were made in accordance with the approved tax abatement application (Case File #TA-23-01) for this property.

It should be noted that the estimated amount spent on the enhancements, as identified in the attached Tax Abatement Agreement, is \$145,400.00. However, in a recent discussion with the applicant, Staff was informed that the actual amount spent was \$159,420.00. A motion to approve the completed enhancements could stipulate that the actual expenditure amount noted above is approved. A similar stipulation was made for the tax abatement approval for Ronda Reagan's property at 112 N. Main St. in August 2024, in which the Commission's approval included both the estimated amount, as well as any higher amount that exceeded the estimate.

In a recent discussion with applicant Marty Spellerberg, Staff was informed that the time to complete the approved enhancements exceeded the one-year timeframe specified in the Tax Abatement Agreement. Specifically, the construction was completed in February 2025, which is 5 months beyond the one-year timeframe specified in the Tax Abatement Agreement dated September 19, 2023, with the one-year expiration being September 19, 2024. As a result, the extended timeframe for completion must be considered by the City Council for an extension. Staff suggests that the Commission vote on a recommendation to the Council to extend the one-year timeframe for completion of the enhancements at the March 26 meeting. In addition, we suggest that the Commission also vote on a recommendation to City Council to remove the general one-year timeframe in Chapter 28, and replace it with a timeframe "as approved by City Council", which would allow flexibility depending upon the scope of the project. This will require a text amendment to Chapter 28, Historic Districts and Landmarks, Sections 28-21(k) and 28-23; the proposed amendments are attached. The Commission's final inspection and approval of the enhancements for Mr. Spellerberg's property would then be conditioned upon the City Council's approval of the extended timeframe for completion at a future Council meeting.

Following approval of the City Council's extension of the one-year timeframe for the enhancements to Mr. Spellerberg's property, Staff will prepare a final approval letter for the Historical Preservation Commission Chairman's signature. The letter will be provided to Mr. Spellerberg, as well as the City Finance Department and Caldwell County Appraisal District to initiate the process of applying the tax abatement to the municipal taxes imposed on the property for the next tax year. This will then complete the tax abatement process.

TAX ABATEMENT AGREEMENT

THIS TAX ABATEMENT AGREEMENT is made and entered into as of the 19th day of September, 2023 (the "*Effective Date*"), by and between **Martin Spellerberg of Spellerberg Associates, LLC** (property owner), and the City of Lockhart, a Texas home rule city in Caldwell County, Texas, upon the terms and conditions set forth herein:

- A. The City Council of the City of Lockhart recognizes the importance of the preservation of historically significant structures within the city, and that historic preservation contributes to the economic development, growth, and expansion of a community.
- B. The expenses involved with the restoration and upkeep of said structures often exceeds that of newer structures.
- C. The City Council desires to encourage preservation of historically significant structures by providing the owners of said structures with property tax relief.
- D. The Historic Districts and Landmarks Ordinance, Lockhart Code of Ordinances, Sections 28-21, 28-22, 28-23, and 28-24 provide that upon application and approval by the City Council, the owner of property designated as a historic landmark or located within a historic district may receive an abatement on the municipal taxes assessed on the property.
- E. The said abatement being that the qualified property may have no assessed value for City of Lockhart ad valorem taxation for a period of five tax years after completion of the certified enhancement(s). Thereafter, the property shall be reappraised and assessed at a 50 percent rate for an additional consecutive five-year period.
- F. The property may receive an abatement of the City ad valorem taxation of the added value in the eligible property as determined by the increase in the assessed value in the property as a result of the improvements and preservation.
- G. The minimum tax abatement allowed shall be an amount equal to the previous two years of City taxes actually paid on the property. The City Council may set a different minimum abatement.
- H. The total tax abatement shall not exceed the owner's total out-of-pocket cost of the enhancement.
- I. The work which is certified for tax abatement must be completed within one year of the certification and agreement.

- J. The certified and/or verified tax abatement may carry with the property, provided the conditions of the abatement are met and the City is in agreement.
- K. Martin Spellerberg of Spellerberg Associates, LLC, owner of the property located at 103 South Main Street, Lockhart, Caldwell County, Texas, more fully described as Part of Lot 4, Block 19, Original Town of Lockhart, has applied for a tax abatement for both exterior and interior improvements to an existing commercial building in the Courthouse Square Historic District to include a new window on the rear façade of the building, the re-pitching of the roof, replacement of the roof with a different material, repairs to the roof deck as needed, a new roof hatch to replace that existing, a new HVAC installation on the roof, repair of the existing HVAC systems, replacement of the awning canvas with that of identical material and design, the reconfiguring of certain non-load bearing office partitions, electrical upgrades, the replacement of a sink on the first floor, and the removal of carpeting and certain areas of drop-ceiling. Mr. Spellerberg has met the requirements set forth in Sections 28-21, 28-22, and 28-23 of the Lockhart Code of Ordinances, including a determination of eligibility by the City Council at its September 19, 2023 Public Hearing. Section 28-24 addresses later steps in the process, including the property owner's submission of a sworn statement of completion, final investigation of the property by the Historical Preservation Commission, and the City's notification to the Caldwell County Appraisal District to apply the tax abatement accordingly.
- L. For the tax year beginning after the completion of the certified enhancement, and continuing for a total of five tax years, Martin Spellerberg is granted a 100% abatement of the municipal taxes assessed against the property located at 103 South Main Street. Thereafter, the property shall be reappraised and assessed at a 50 percent rate for an additional consecutive five-year period. In no event shall the total tax abatement exceed the total out-of-pocket cost of the enhancements certified by the Commission, the most recent estimate of which, documented by the owner, is \$145,400.00.

DATED AND EFFECTIVE as of the Effective Date first written above.

PROPERTY OWNER:

Spellerberg Associates, LLC

By: M. Spellerberg

Name: MARTIN SPELLERBERG

Title: OWNER

CITY:

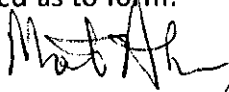
City of Lockhart, Texas

By: Lew White

Name: LEW WHITE

Title: MAYOR

Approved as to form:



Name: Monte Akers

Title: City Attorney

September 20, 2023

Martin Spellerberg
Spellerberg Associates, LLC
6312 Woodhue Dr.
Austin, TX 78745
marty@spellerberg.org

Dear Mr. Spellerberg:

On September 19, 2023, the Lockhart City Council made a **determination of eligibility** by unanimous vote (6-0) for your request for a Tax Abatement (TA-23-01) pursuant to Chapter 28 "Historic Districts and Landmarks", Division 2 "Tax Abatement", of the Lockhart Code of Ordinances, for exterior and interior improvements to a commercial building in the Historic District, located at 103 South Main Street. The improvements include a new window on the rear façade of the building, the re-pitching of the roof, replacement of the roof with a different material, repairs to the roof deck as needed, a new roof hatch to replace that existing, a new HVAC installation on the roof, repair of the existing HVAC systems, replacement of the awning canvas with that of identical material and design, the reconfiguring of certain non-load bearing office partitions, electrical upgrades, the replacement of a sink on the first floor, and the removal of carpeting and certain areas of drop-ceiling. Please consult with the Building Department regarding the necessary permits. Some of the enhancements are considered Ordinary Maintenance and do not require permits; the Building Department can explain further.

Pursuant to Sections 28-23 and 28-24, please note the following next steps:

- The certification for tax abatement shall be valid for one year.
- The City shall require the property owner and City enter into a tax abatement agreement which may set further conditions on the tax abatement authorized.
- The verification and subsequent tax abatement may carry with the property, provided the conditions of the abatement are met and the City is in agreement.
- Upon completion of all work determined eligible by the City Council for tax abatement, the owner shall submit a sworn statement of completion.
- The Commission shall physically verify completion within 30 days of the sworn statement submission.
- Following verification and approval, the Commission shall notify the City in writing of compliance.
- The City shall notify the tax authorities to apply the tax abatement.

We will be in contact with you soon regarding the above. If you have any questions, please contact me by phone at (512) 398-3461, Ext. 2400, or by email at kwaller@lockhart-tx.org.

Sincerely,

Kevin Waller
Historical Preservation Officer
Senior Planner

Cc: David Fowler, Planning Director; Kelly Stilwell, Building Official; Steve Lewis, City Manager; John Lairsen, Historical Preservation Commission Chairman

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: April 15, 2025

AGENDA ITEM CAPTION: Discussion and/or action regarding proposed Amendment 1 to the Seawillow Development Agreement relating to roadway alignment, school location, and water tower location.

ORIGINATING DEPARTMENT AND CONTACT: Development Services - David Fowler

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: The proposed amendment to the Seawillow Development Agreement has been created for the main purpose of moving the junior high school site to a location that would facilitate building the school earlier. The applicant and Lockhart ISD have requested the item be placed onto the agenda so the revised development agreement reflects the relocated school location, thus facilitating the transfer of the junior high site to the ISD prior to the upcoming bond election. As a result of the proposed relocation of the junior high school site, the two schools planned in the Seawillow Development will not be adjacent; Instead, the elementary school would be located at a separate site further south along the arterial road. The separation of the two facilities arguably makes sense, as the junior high will serve an area much larger than the Seawillow subdivision, making the proposed location at the edge of the subdivision more accessible to residents of other neighborhoods.

The relocation of the school site has two main impacts on the overall site plan: causing a slight change in the development's roadway network and requiring a relocation of the planned water tower. The road network changes are confined to a slight deviation in the north-south arterial street within the development and a change to that street's intersection with Seawillow Road. Whereas the original alignment created a "T" intersection with the existing alignment of Seawillow Road at the north end of the development, the new alignment shows Seawillow Road terminating at an intersection with the internal arterial. Seawillow road would then continue from that intersection towards FM 1322 as it does currently. The relocation of the planned water tower has been proposed with the aim of providing water service to the junior high school site early in the development of the subdivision.

The proposed amendment does not change any of the agreement's text or terms. The only changes to the development agreement document are the insertions of the proposed updated exhibits reflecting the change in school locations, the revised road alignment, and the new water tower location.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

City of Lockhart, Texas

Council Agenda Item Cover Sheet

Funds Available:

Account Name:

FISCAL NOTE (if applicable): The fiscal impact of the development should be unchanged due to the proposal having no effect on the number of housing units, commercial acreage, or utility volumes expected in the development area.

PREVIOUS COUNCIL ACTION: The Lockhart City Council approved the Seawillow Development Agreement on June 18, 2024

COMMITTEE/BOARD/COMMISSION ACTION: None

STAFF RECOMMENDATION/REQUESTED MOTION: Approval

LIST OF SUPPORTING DOCUMENTS: Seawillow Ranch Proposed DA Amendment, 250408 Engineer's Traffic Assessment of Seawillow Ranch DA AMendment, SEAWILLOW PID -- Development Agreement([ASSEMBLED--FULLY EXECUTED]

Date: April 8, 2025

RE: Seawillow DA Amendment Memorandum

Purpose of This Summary

The purpose of this memorandum is to summarize the proposed amendment to the Seawillow Development Agreement (DA). This summary will focus on the specific revisions to the exhibits and identify the exhibits that require revision to facilitate the amendment. The proposed amendment only modifies the exhibits; no changes are being requested to the body of the development agreement, the previously approved phasing of units, density, or Land Use Equivalents (LUEs). Below are the modifications to the exhibits for the previously approved DA:

Exhibit B: Concept Plan Modifications

- **Arterial Road Modification:** Roadway #1 (referenced in Attachment 2) has been revised to connect continuously with Seawillow Road. The portion of Seawillow Road east of the Seawillow Master Development will now connect to Roadway #1 at a T-intersection (see Intersection #1 in Attachment 2).
 - **School Site Division:** The school site has been divided into two separate tracts, one designated for an elementary school and the other for a middle school.
 - **Relocation of Single-Family Detached and Attached Uses:** To accommodate the new middle school location, the single-family detached area originally planned for the middle school site has been relocated within the development. The areas previously designated for single-family attached homes have been adjusted to replace the land now assigned to the middle school. All land uses have been swapped with equivalent acreage, ensuring no changes to developable land, residential lots, or LUEs by phase.
 - **Water Tower Relocation:** The proposed water tower site has been relocated to the northwestern corner of the Seawillow Master Development, adjacent to the middle school tract.
 - **Addition of Collector Roadway:** A new collector roadway has been added along the southern boundary of the middle school tract to provide additional access.
-

Exhibit L: Roadway System Improvements Modifications

- **Arterial Road Modification:** As described above.
 - **Additional Collector Road along Middle School's Southern Boundary:** As described above.
-

Exhibit L1: Off-Site Roadway Improvements Modifications

- **Arterial Road Modification:** As described above.
-

Conclusion

The amended DA exhibits are included as Attachment #1, titled "Amended DA Exhibits," for this amendment summary. Attachment #2 includes marked-up versions of the amended exhibits for illustrative purposes.

This amendment is driven by the Lockhart Independent School District's timeline for the proposed middle school. The district needs to close on the land before the approval of the upcoming bond in May, which will fund both the design and construction of the middle school.

The development team formally requests that the Lockhart City Council move forward with approving this DA amendment at their next meeting on April 15.

Sincerely,
ViewPoint Engineering

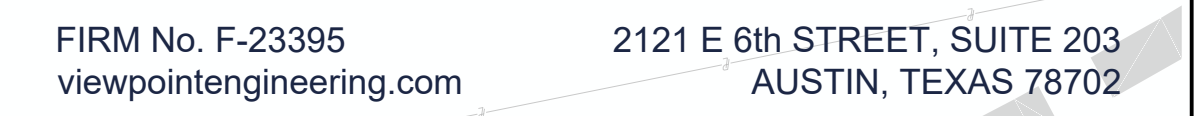


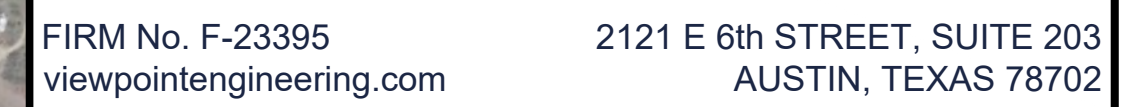
By: _____

LUKE CARAWAY, PE

ATTACHMENT #1

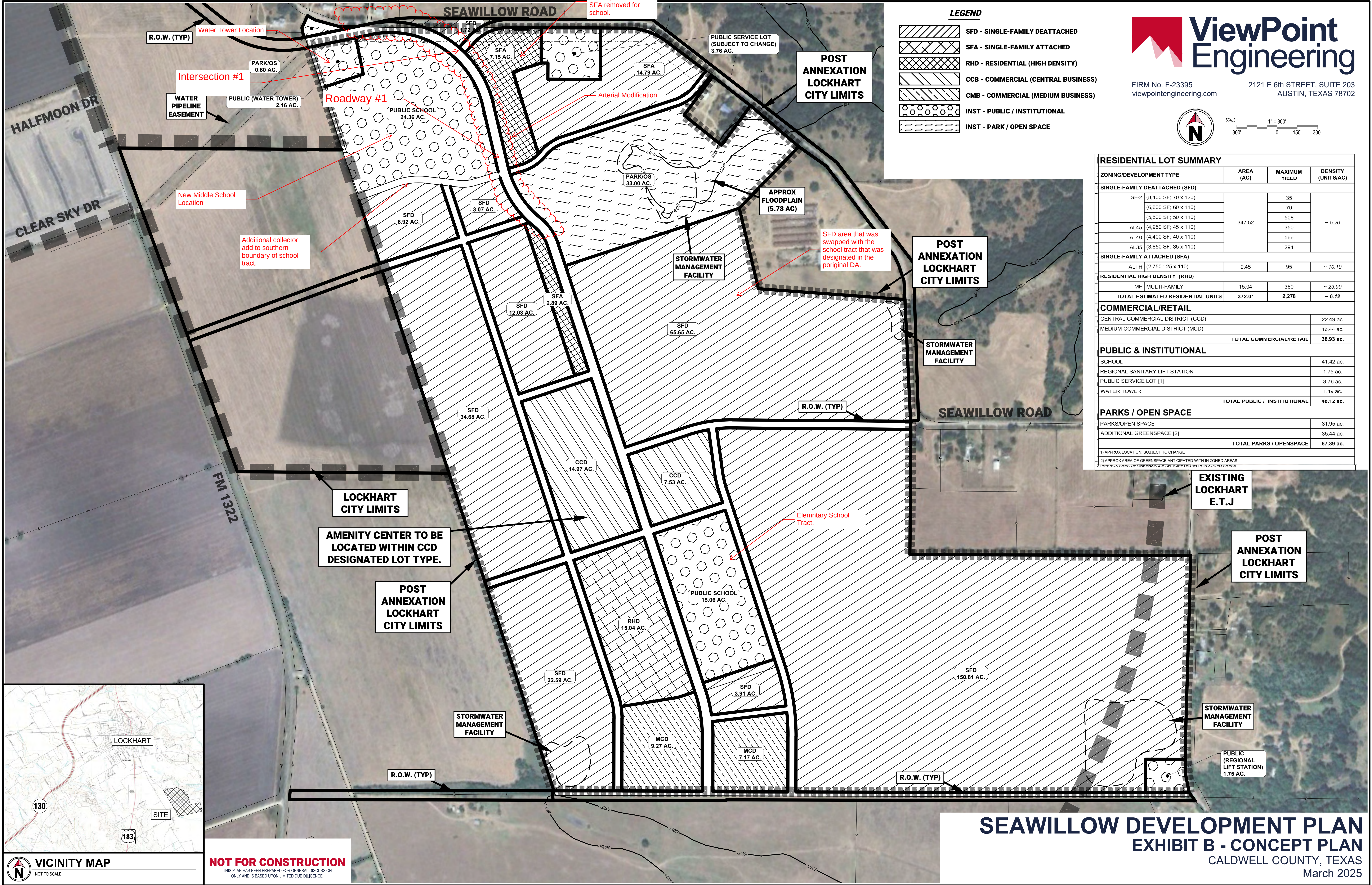




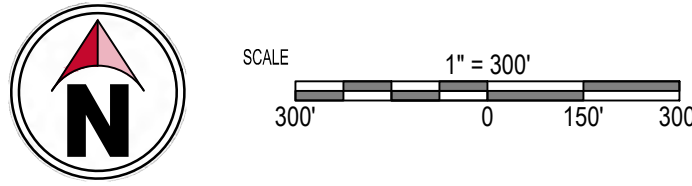


SEAWILLOW DEVELOPMENT PLAN
EXHIBIT L1 OFFSITE ROADWAY SYSTEM IMPROVEMENTS
 CALDWELL COUNTY, TEXAS
 April 2025

ATTACHMENT #2

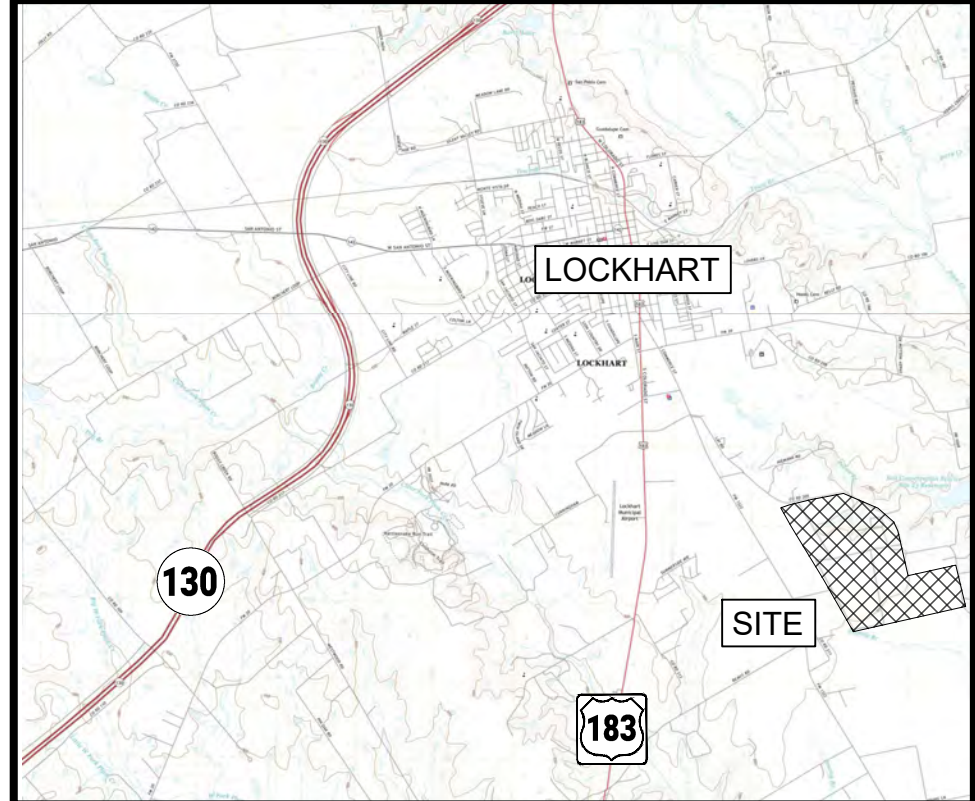


FIRM No. F-23395 2121 E 6th STREET, SUITE 203
viewpointengineering.com AUSTIN, TEXAS 78702



- LEGEND**
- SFD - SINGLE-FAMILY DEATTACHED
 - SFA - SINGLE-FAMILY ATTACHED
 - RHD - RESIDENTIAL (HIGH DENSITY)
 - CCB - COMMERCIAL (CENTRAL BUSINESS)
 - CMB - COMMERCIAL (MEDIUM BUSINESS)
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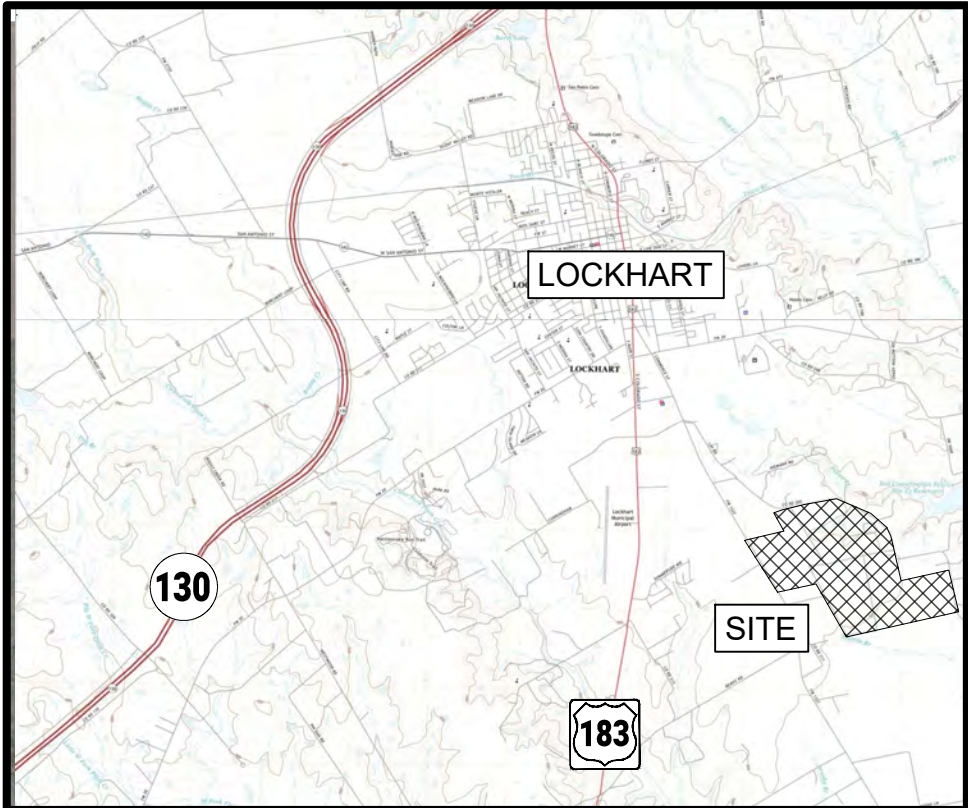
RESIDENTIAL LOT SUMMARY			
ZONING/DEVELOPMENT TYPE	AREA (AC)	MAXIMUM YIELD	DENSITY (UNITS/AC)
SINGLE-FAMILY DETACHED (SFD)			
SF-2 (8,400 SF; 70 x 120)	347.52	35	~ 5.20
(6,600 SF; 60 x 110)		70	
(5,500 SF; 50 x 110)		508	
AL45 (4,950 SF; 45 x 110)		350	
AL40 (4,400 SF; 40 x 110)		566	
AL35 (3,850 SF; 35 x 110)		294	
SINGLE-FAMILY ATTACHED (SFA)			
AL1H (2,750 ; 25 x 110)	9.45	95	~ 10.10
RESIDENTIAL HIGH DENSITY (RHD)			
MF MULTI-FAMILY	15.04	360	~ 23.90
TOTAL ESTIMATED RESIDENTIAL UNITS	372.01	2,278	~ 6.12
COMMERCIAL/RETAIL			
CENTRAL COMMERCIAL DISTRICT (CCD)			22.49 ac.
MEDIUM COMMERCIAL DISTRICT (MCD)			16.44 ac.
TOTAL COMMERCIAL/RETAIL			38.93 ac.
PUBLIC & INSTITUTIONAL			
SCHOOL			41.42 ac.
REGIONAL SANITARY LIFT STATION			1.75 ac.
PUBLIC SERVICE LOT [1]			3.76 ac.
WATER TOWER			1.19 ac.
TOTAL PUBLIC / INSTITUTIONAL			48.12 ac.
PARKS / OPEN SPACE			
PARKS/OPEN SPACE			31.95 ac.
ADDITIONAL GREENSPACE [2]			35.44 ac.
TOTAL PARKS / OPENSACE			67.39 ac.
1) APPROX LOCATION: SUBJECT TO CHANGE			
2) APPROX AREA OF GREENSPACE ANTICIPATED WITH IN ZONED AREAS			
3) APPROX AREA OF GREENSPACE ANTICIPATED WITH IN ZONED AREAS			



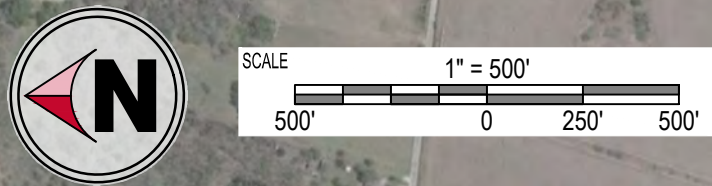
VICINITY MAP
NOT TO SCALE

NOT FOR CONSTRUCTION
THIS PLAN HAS BEEN PREPARED FOR GENERAL DISCUSSION
ONLY AND IS BASED UPON LIMITED DUE DILIGENCE.

SEAWILLOW DEVELOPMENT PLAN
EXHIBIT B - CONCEPT PLAN
CALDWELL COUNTY, TEXAS
March 2025



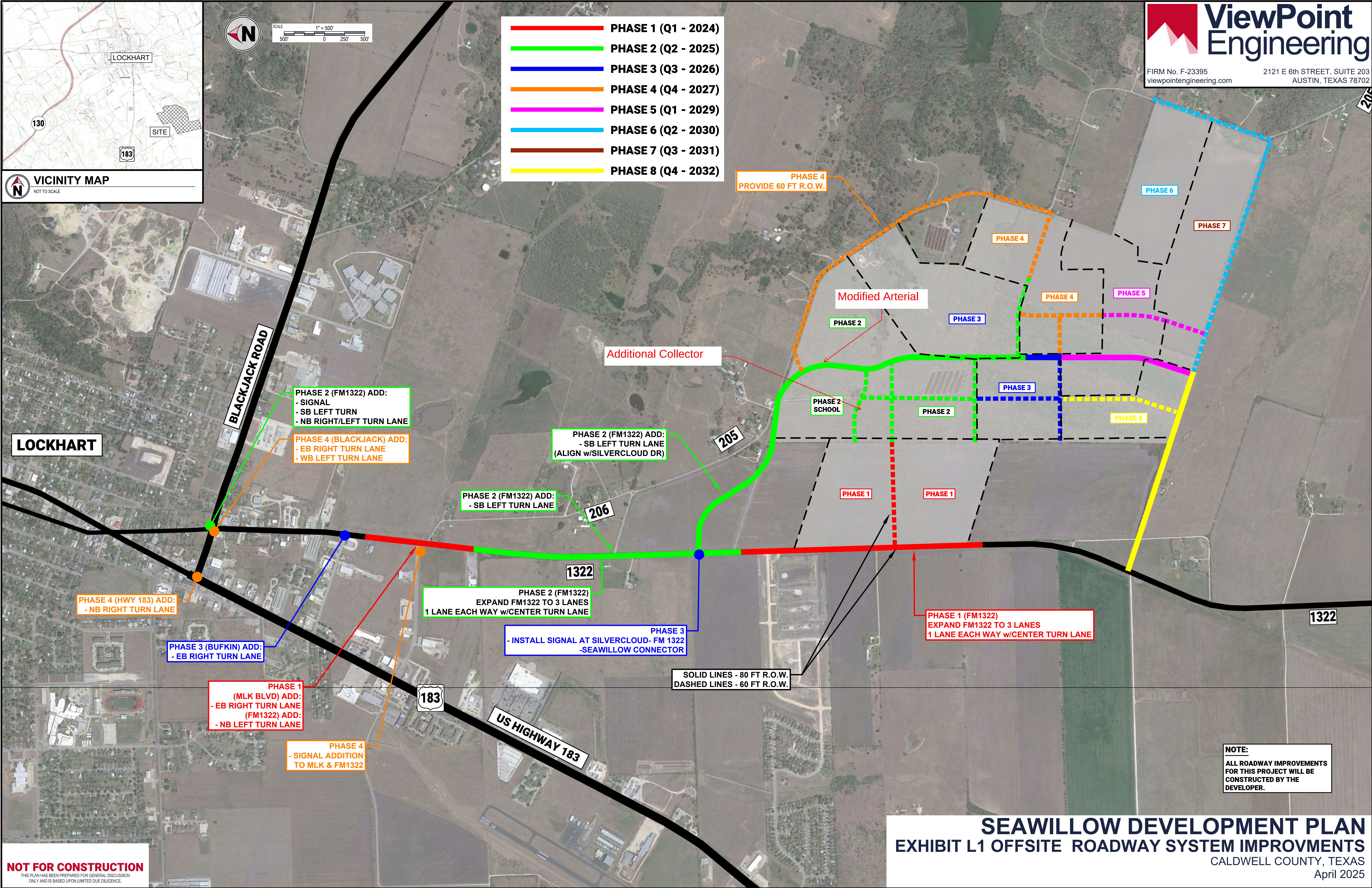
VICINITY MAP
NOT TO SCALE



- PHASE 1 (Q1 - 2024)
- PHASE 2 (Q2 - 2025)
- PHASE 3 (Q3 - 2026)
- PHASE 4 (Q4 - 2027)
- PHASE 5 (Q1 - 2029)
- PHASE 6 (Q2 - 2030)
- PHASE 7 (Q3 - 2031)
- PHASE 8 (Q4 - 2032)



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NOT FOR CONSTRUCTION
THIS PLAN HAS BEEN PREPARED FOR GENERAL DISCUSSION
ONLY AND IS BASED UPON LIMITED DUE DILIGENCE.

SEAWILLOW DEVELOPMENT PLAN

EXHIBIT L1 OFFSITE ROADWAY SYSTEM IMPROVMENTS

CALDWELL COUNTY, TEXAS
April 2025

Date: April 8, 2025

RE: Engineer's Assessment of Traffic Impacts from Seawillow Ranch Development Agreement Amendment

Purpose of This Assessment

The purpose of this Engineering Assessment is to evaluate the local traffic impacts associated with the proposed amendment to the Seawillow Ranch development agreement. This assessment focuses on the following modification to the previously approved development agreement (DA):

- **Arterial Road Modification:** Roadway #1 (referenced in Attachments 1 and 2) has been revised to connect continuously with Seawillow Rd. The portion of Seawillow Rd. east of the Seawillow Master development will now connect to Roadway #1 at a T-intersection (See Intersection #1, as shown in Attachments 1 and 2).

Traffic Benefits of the Proposed Amendment

Our engineering team is confident that the proposed revisions will enhance traffic flow at Intersection #1 by addressing several key concerns. These improvements are outlined below:

- **Improved Circulation:** The amendment will enhance traffic circulation for both the school tract and the broader Seawillow Ranch master development. Attachment #3 illustrates the continuous traffic loop around the school tract. By making Seawillow Road and the arterial road continuous, vehicles will be able to enter and exit the development without stopping at Intersection #1. Under the previous plan, traffic exiting the development via Seawillow Road was required to stop at Intersection #1, which could cause congestion and delays. The proposed amendment will allow direct access to FM 1322, bypassing the intersection, thereby reducing queuing time and improving overall traffic flow—especially during peak periods such as school pick-up times and work commutes, which often overlap.
- **Avoidance of a Signalized Intersection:** With updates to the Traffic Impact Analysis (TIA) for internal intersections, we believe the current stop condition at the northbound approach to Intersection #1 may eventually require a signal. However, we assert that the proposed amendment offers a more effective solution. The existing stop condition hinders traffic flow, particularly as the Seawillow Ranch area becomes more densely developed. The amendment's design, which allows continuous traffic movement to FM 1322, will eliminate the need for an unnecessary signal and maintain smooth traffic flow.

Traffic Flow East of Intersection #1

A concern raised by the City team pertains to traffic traveling east of Intersection #1 toward more rural areas outside the City limits. While we acknowledge the importance of ensuring efficient traffic flow in all directions, we believe that prioritizing traffic from Seawillow Ranch and the school tract is the most effective approach for optimizing the operation of Intersection #1. Additionally, the



proposed arterial section includes a center turn lane, which will provide a safe and protected turning movement for eastbound traffic. This feature will improve queuing for vehicles heading out of the City limits on Seawillow Road, further enhancing traffic flow through Intersection #1.

Conclusion

In conclusion, it is my professional opinion that the proposed DA amendment effectively addresses the trip volumes generated by the Seawillow Ranch and school tracts by providing continuous access to FM 1322 from the arterial road. This modification will significantly improve traffic flow both in and out of the development. We look forward to continued collaboration with the City to further enhance the Seawillow Ranch master development through the implementation of this amendment.

Thank you for your attention to this matter. Please feel free to contact me should you have any questions or require further clarification.

The following attachments have been provided to support our assessment:

Attachment	Name
1	Exhibit B Concept Plan- Existing, approved DA
2	Exhibit B Concept Plan- Proposed Amendment w/ Intersection Markups
3	Lockhart ISD Middle School Site Plan
4	Exhibit L Roadway System Improvements
5	Exhibit L1 Off-Site Roadway Improvements

Sincerely,
ViewPoint Engineering

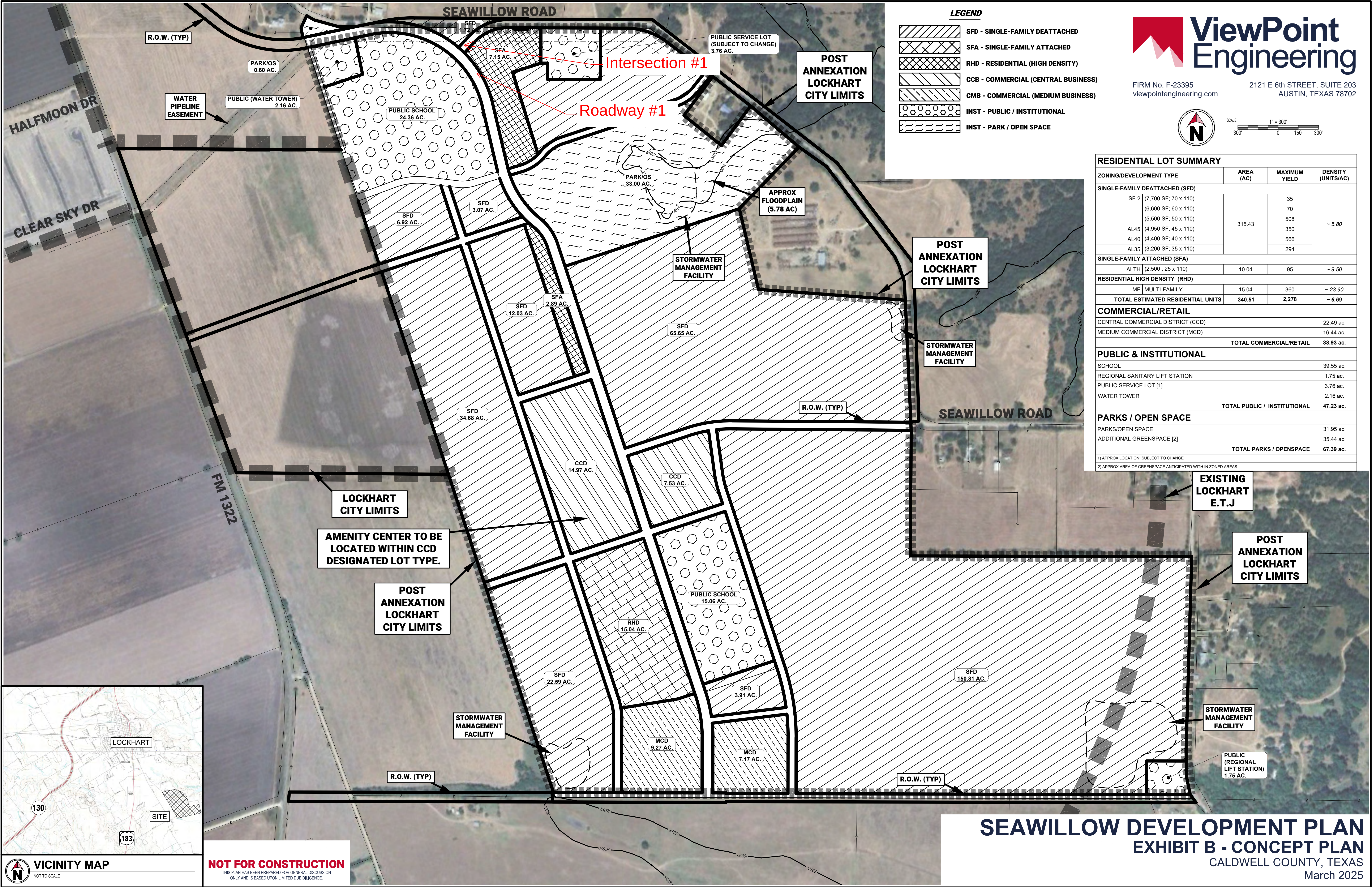
A handwritten signature in black ink, appearing to read "Luke Caraway", written over a light gray rectangular background.

By: _____

LUKE CARAWAY, PE

ATTACHMENT #1

ATTACHMENT #2



LEGEND

- SFD - SINGLE-FAMILY DEATTACHED
- SFA - SINGLE-FAMILY ATTACHED
- RHD - RESIDENTIAL (HIGH DENSITY)
- CCB - COMMERCIAL (CENTRAL BUSINESS)
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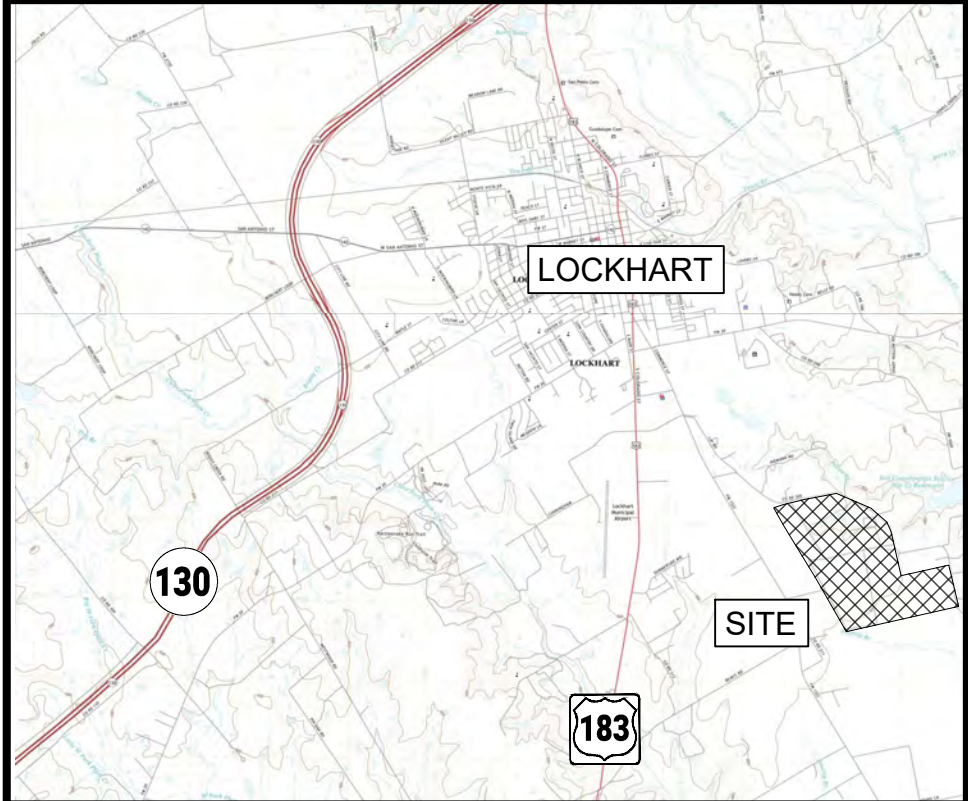
2121 E 6th STREET, SUITE 203
AUSTIN, TEXAS 78702

SCALE

1" = 300'

300' 0 150' 300'

RESIDENTIAL LOT SUMMARY			
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AL35 (3,200 SF; 35 x 110)		294	
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ALTH (2,500 ; 25 x 110)	10.04	95	~ 9.50
RESIDENTIAL HIGH DENSITY (RHD)			
MF MULTI-FAMILY	15.04	360	~ 23.90
TOTAL ESTIMATED RESIDENTIAL UNITS	340.51	2,278	~ 6.69
COMMERCIAL/RETAIL			
CENTRAL COMMERCIAL DISTRICT (CCD)			22.49 ac.
MEDIUM COMMERCIAL DISTRICT (MCD)			16.44 ac.
TOTAL COMMERCIAL/RETAIL			38.93 ac.
PUBLIC & INSTITUTIONAL			
SCHOOL			39.55 ac.
REGIONAL SANITARY LIFT STATION			1.75 ac.
PUBLIC SERVICE LOT [1]			3.76 ac.
WATER TOWER			2.16 ac.
TOTAL PUBLIC / INSTITUTIONAL			47.23 ac.
PARKS / OPEN SPACE			
PARKS/OPEN SPACE			31.95 ac.
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TOTAL PARKS / OPENSAPCE			67.39 ac.
1) APPROX LOCATION: SUBJECT TO CHANGE			
2) APPROX AREA OF GREENSPACE ANTICIPATED WITH IN ZONED AREAS			



VICINITY MAP

NOT TO SCALE

NOT FOR CONSTRUCTION

THIS PLAN HAS BEEN PREPARED FOR GENERAL DISCUSSION ONLY AND IS BASED UPON LIMITED DUE DILIGENCE.

SEAWILLOW DEVELOPMENT PLAN

EXHIBIT B - CONCEPT PLAN

CALDWELL COUNTY, TEXAS

March 2025

ATTACHMENT #3

BUILDING AREA SCHEDULE			
NAME	LEVEL	AREA	
New Construction			
CSG-01_Concrete Slab on Grade			
(AREA)	LEVEL ONE	99,303 SF	
		99,303 SF	
CSS-01_Concrete Slab on Steel Deck & Framing			
(AREA)	PLATFORM	3,051 SF	
(AREA)	LEVEL TWO	40,568 SF	
		43,619 SF	
Wood Strip Athletic Flooring - 2 1/2" (Dance)			
(AREA)	LEVEL ONE	1,504 SF	
		1,504 SF	
Wood Strip Athletic Flooring - 2 5/8" (Gym)			
(AREA)	LEVEL ONE	19,278 SF	
		19,278 SF	
New Construction		163,704 SF	
TOTAL SQUARE FOOTAGE		163,704 SF	

LEGEND

ADMIN

DINING

ATHLETICS

LIBRARY

ACADEMICS

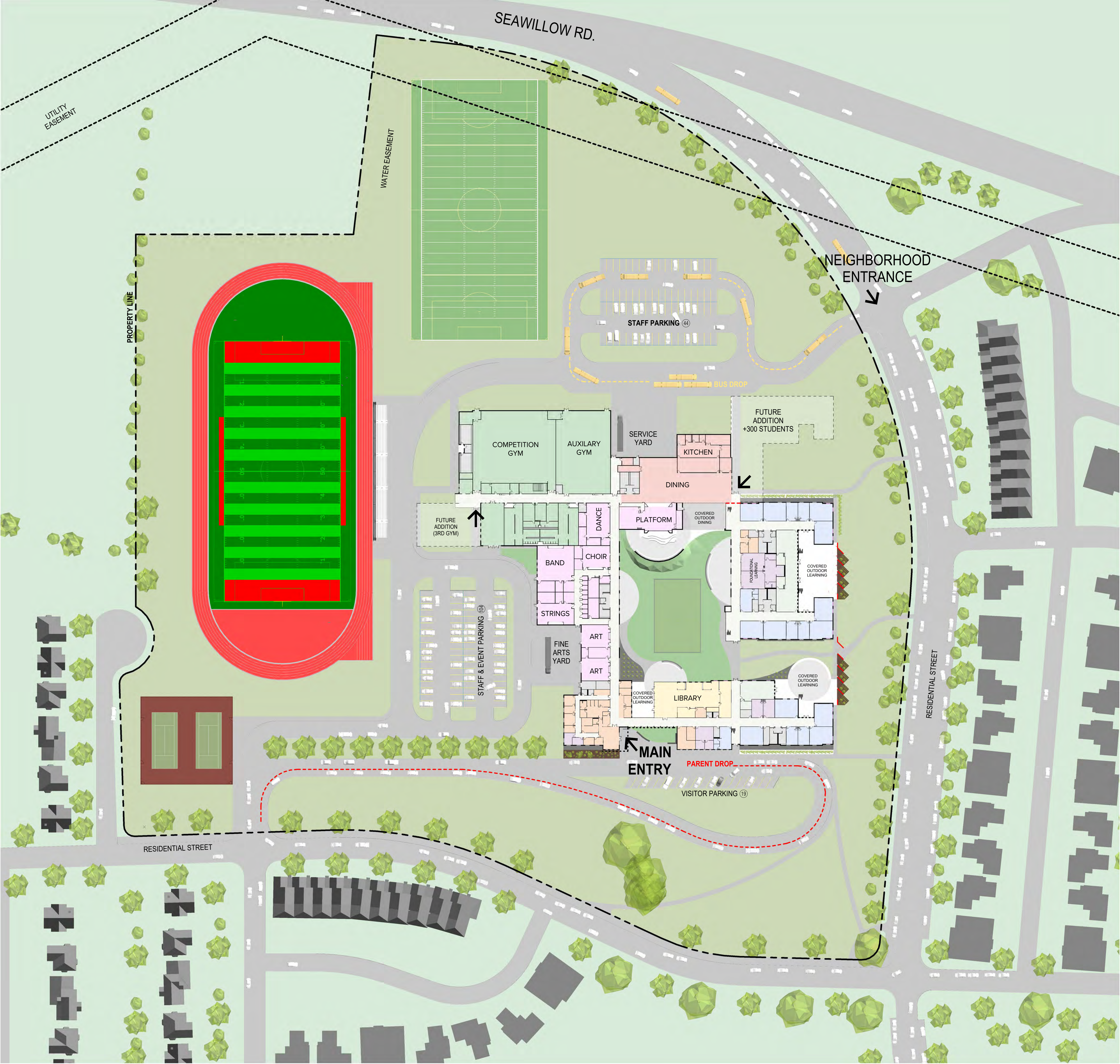
SCIENCE

FINE ARTS

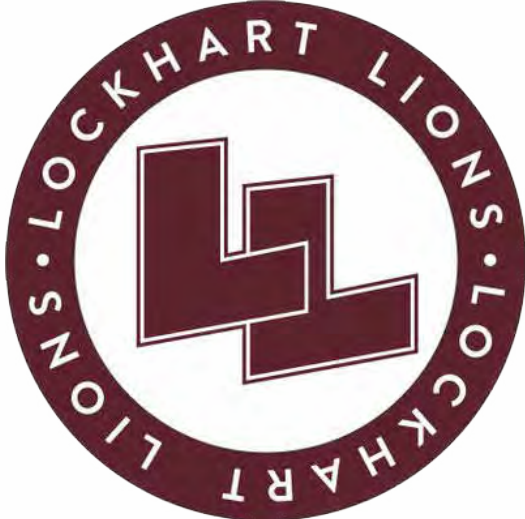
SPED

CTE

OUTDOOR LEARNING



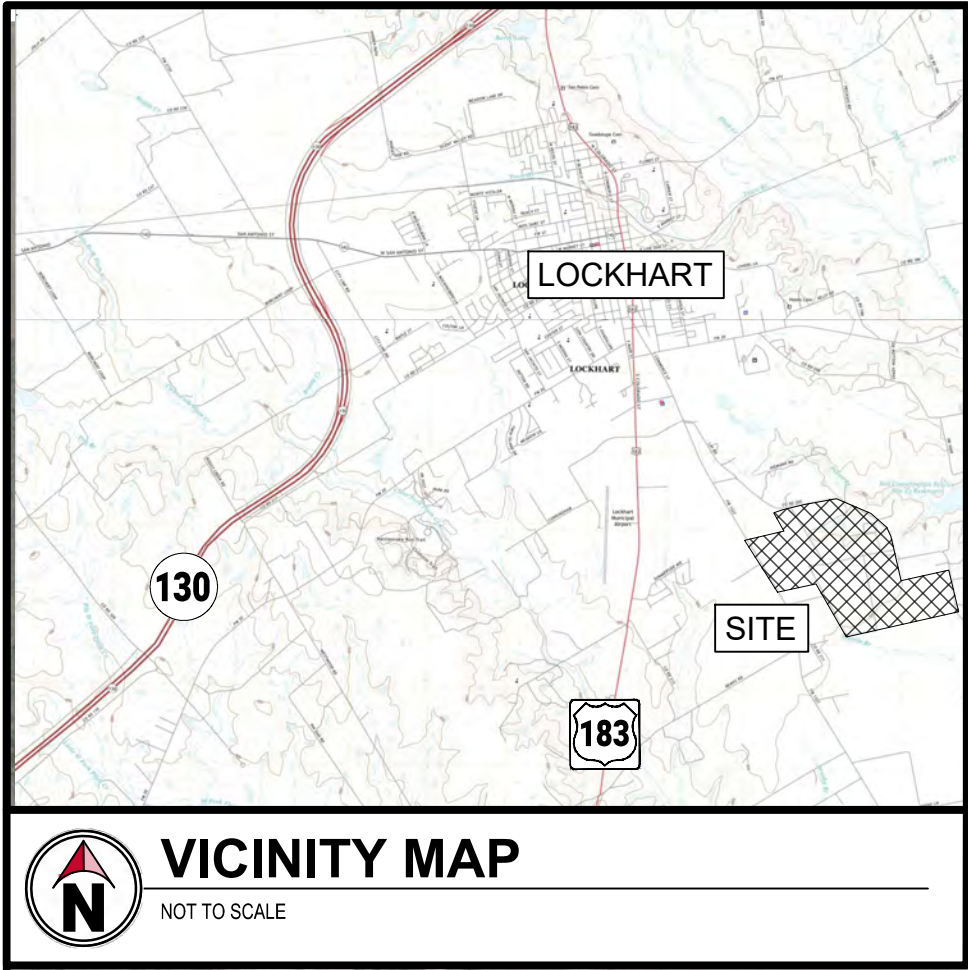
1 SITE PLAN
SCALE: 1" = 60'-0"



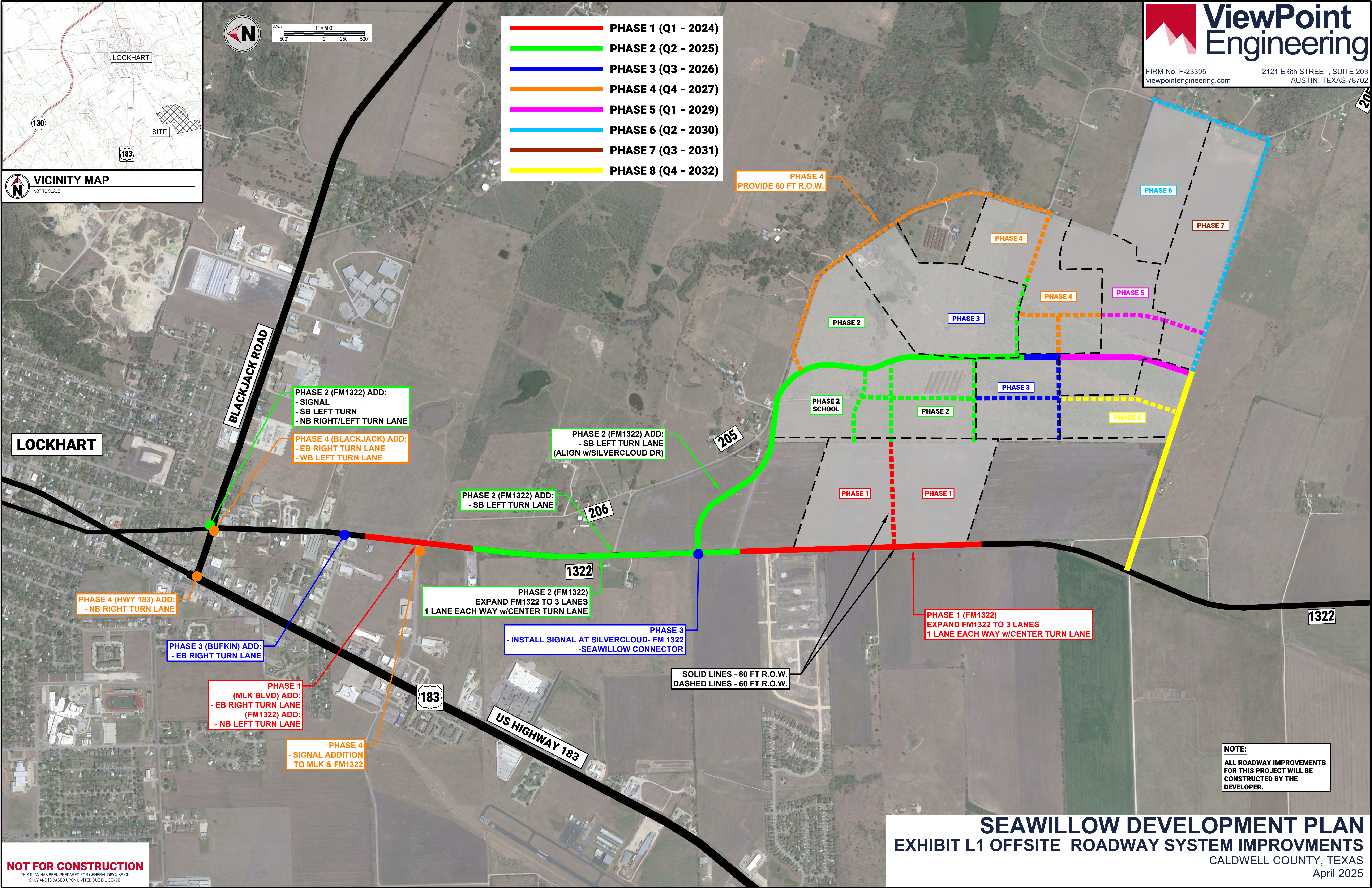
LOCKHART ISD
MIDDLE SCHOOL No.2
LOCKHART, TEXAS

ATTACHMENT #4

ATTACHMENT #5



- PHASE 1 (Q1 - 2024)
- PHASE 2 (Q2 - 2025)
- PHASE 3 (Q3 - 2026)
- PHASE 4 (Q4 - 2027)
- PHASE 5 (Q1 - 2029)
- PHASE 6 (Q2 - 2030)
- PHASE 7 (Q3 - 2031)
- PHASE 8 (Q4 - 2032)



SEAWILLOW DEVELOPMENT PLAN
EXHIBIT L1 OFFSITE ROADWAY SYSTEM IMPROVMENTS
CALDWELL COUNTY, TEXAS
April 2025

NOT FOR CONSTRUCTION
THIS PLAN HAS BEEN PREPARED FOR GENERAL DISCUSSION
ONLY AND IS BASED UPON LIMITED DUE DILIGENCE.

**SEAWILLOW RANCH
DEVELOPMENT AND PUBLIC IMPROVEMENT AGREEMENT**

BETWEEN

RODG DT SEAWILLOW PROPCO LLC,
a Texas limited liability company,

AND

THE CITY OF LOCKHART, TEXAS

Dated: June 18, 2024

SEAWILLOW RANCH DEVELOPMENT AGREEMENT

This Seawillow Ranch Development Agreement (this “Agreement”) is executed between **RODG DT Seawillow PropCo LLC**, a Texas limited liability company and the **City of Lockhart, Texas** (the “City”) to be effective on the Effective Date (as defined below).

RECITALS

WHEREAS, certain terms used in these recitals are defined in Article I; and

WHEREAS, Developer and the City are sometimes individually referred to as a “Party” and collectively as the “Parties”; and

WHEREAS, Developers are Texas limited liability companies; and

WHEREAS, the City is a home-rule municipality of the state of Texas located within Caldwell County (the “County”); and

WHEREAS, Developer is the owner of approximately 88 acres currently located within the City limits (the “In-City Property”) and described in **Exhibit A1** and depicted in **Exhibit A2** and Developer has contracted to purchase from David Acevedo, Eduardo Acevedo, Virginia K. Villarreal, and Margarita Britt (collectively, “Owner”) approximately 498.778 acres of real property (the “Owner Property”) which property is described in **Exhibit A4** and depicted in **Exhibit A5**, attached hereto, and is contiguous to the city limits and is primarily located within the City’s extraterritorial jurisdiction, except for a portion of such property depicted in **Exhibit A3** consisting of approximately 32.3 acres, located outside of the ETJ (such portion, the “Outside Property”); and

WHEREAS, as authorized by state law, Developer intends to petition, or cause the Owner to petition, the City to include the Owner Property, within the City’s ETJ, so that all such Owner Property can be annexed into the city limits and will be eligible for inclusion in a subsequent PID and/or TIRZ; and

WHEREAS, the Developer intends to close on the acquisition of the Owner Property (and including the Outside Property) prior to the levy of PID Assessments as set forth in this Agreement; and

WHEREAS, it is the parties intention to include In-City Property within the boundaries of any subsequently created PID or TIRZ, but such In-City Property is referenced herein only for PID and TIRZ purposes and shall not be subject to any land use requirements set out herein and applicable to the Owner Property (including the Outside Property); and

WHEREAS, the Parties intend for this Agreement to take effect on the Effective Date; and

WHEREAS, the Developer plans to develop the Owner Property as a mixed-use development consisting of residential uses and commercial uses, as set out in **Exhibit B**, the “Concept Plan”,

upon the execution of this Agreement and subsequent issuance of PID Bonds for the payment of certain costs for the construction and/or acquisition of certain public improvements and certain other associated costs to benefit the Project, and for the repayment to Developer for certain costs advanced for the construction and acquisition of certain public improvements to benefit the Project as set forth in this Agreement and as determined by future PID related agreements; and

WHEREAS, in consideration of the Developer's agreements contained herein to accomplish the high-quality development of the Owner Property envisioned by the Parties and to provide financing for the Authorized Improvements, the City intends to consider creation of a PID in accordance with Chapter 372 of the Texas Local Government Code, as amended (the "PID Act"), and to consider creation of a TIRZ in accordance with Chapter 311 of the Texas Tax Code, as amended (the "TIRZ Act"), for the In-side City Property and the Owner Property proposed to be developed; and

WHEREAS, water, sewer, drainage, roadway, and other public infrastructure is not currently sufficient to serve the Parties' intended full development of the Owner Property; and

WHEREAS, the Developer desires and intends to design, construct and install public improvements to serve the development of the Owner Property and the In-City Property (collectively the "Project") which Project Boundaries are described in Exhibit A6 and depicted in Exhibit A7. Public improvements that are constructed that are eligible for PID reimbursement are considered ("Authorized Improvements"), which Authorized Improvements are generally identified in Exhibit C and are intended by the Developer to be the same as those described in the Service and Assessment Plan; and

WHEREAS, the Developer intends for the design, construction and installation of the Authorized Improvements to occur in phases and to dedicate such Authorized Improvements to the City for use and maintenance (with a few exceptions set out herein), subject to approval of the plans and inspection of the Authorized Improvements in accordance with this Agreement and the City Regulations, as hereinafter defined, and contingent upon the partial or total financing of such Authorized Improvements; and

WHEREAS, the Developer estimates that the cost of the Authorized Improvements excluding any estimated PID Bond issuance or other costs will be One Hundred Fifty Million Dollars (\$150,000,000.00) and is the proposed maximum amount that Developer will seek to finance and will seek for reimbursement; and

WHEREAS, the City recognizes the positive impact that the Authorized Improvements and the Development will bring to the City, and that the Authorized Improvements will promote state and local economic development; stimulate business and commercial activity in the municipality; promote the development and diversification of the economy of the state; promote development and expansion of commerce in the state; and promote the elimination of unemployment or underemployment in the state; and

WHEREAS, in consideration of the Developer's agreements contained herein, the City shall consider adoption of a PID to provide financing arrangements that will enable the Developer to do

the following in accordance with the procedures and requirements of the PID Act to fund a specified portion of the costs of the Authorized Improvements using the proceeds of PID Bonds.

WHEREAS, the City, subject to the consent and approval of the City Council, and in accordance with the PID Act, to: (i) consider and act upon the creation of a PID encompassing the Owner Property and the In-City Property, in accordance with the PID Act; (ii) consider adoption of a Service and Assessment Plan; (iii) consider adoption of an Assessment Ordinance (to pay for a specified portion of the Budgeted Cost of the Authorized Improvements which are estimated to encompass the costs described in Exhibit C and the costs associated with the administration of the PID and issuance of the PID Bonds; and (iv) consider issuance of PID Bonds up to One Hundred Fifty Million Dollars (\$150,000,000.00) in the principal amount of PID Bonds for the purpose of financing a specified portion of the costs of the Authorized Improvements and paying associated costs as authorized by the PID Act; and

WHEREAS, prior to, or in conjunction with Bond closing: (i) the City Council shall have approved and adopted the PID Resolution, a Service and Assessment Plan, and an Assessment Ordinance (collectively, the “PID Documents”); (ii) the City shall have reviewed and approved the Home Buyer Disclosure Program in substantially the same form as attached as Exhibit F hereto, which form may be updated from time to time to address legislative changes; (iii) owners of the Property constituting all of the acreage in the PID shall have executed a Landowner Agreement in substantially the same form as attached as Exhibit G hereto; and (iv) the Developer shall have delivered a fully executed copy of the Landowner Agreement(s) to the City; and

WHEREAS, prior to the authorization of the first PID Bond issue, the Parties intend that the City Council consider approval of a TIRZ Ordinance and to create a TIRZ to be coterminous with the boundaries of the PID; and

WHEREAS, the Developer proposes that the Authorized Improvements and certain other Public Improvements are also improvements that qualify as projects under the TIRZ Act; and

WHEREAS, prior to, or in connection with, the sale of the first PID Bond issue, and in consideration of the Developer’s agreements contained herein, the Parties shall have agreed to the final form of the following documents, which will provide for a credit to PID assessments for a specified portion of TIRZ eligible costs: (i) the TIRZ Project Finance plan; (ii) an ordinance creating the TIRZ; and (iii) an ordinance approving the final TIRZ Project and Finance Plan required by the TIRZ Act; and

WHEREAS, in consideration of the Developer’s agreements contained herein, the City intends to consider creation of a TIRZ and to adopt, approve, and execute the TIRZ Documents to dedicate up to twenty eight and one half percent (28.5%) of the City’s collected *ad valorem* tax increment based on the City’s tax rate in effect on the date of the establishment of the TIRZ for a period of up to forty (40) years, or until the last series of PID Bonds for which an Assessment has been levied has matured or is no longer outstanding, whichever comes first, to off-set or pay a portion of any Assessments levied on the Property securing PID Bonds for each phase of Development for the costs of Authorized Improvements and Public Improvements that qualify as projects under the TIRZ Act in accordance with the TIRZ Project and Finance Plan and Service and Assessment Plan (“SAP”); and

WHEREAS, all of the City’s Administrative Expenses associated with the PID will be funded by the annual levy of Assessments on the Property within the PID in accordance with the PID Act and the SAP, and the City will not be responsible for payment of such costs; and

WHEREAS, all of the City’s Administrative Expenses associated with the TIRZ will be paid in accordance with the TIRZ Act and the TIRZ Project and Finance Plan, and the City will not be responsible for payment of such costs; and

WHEREAS, the Parties intend that the Owner Property be developed as a mixed-use development, consisting of residential uses and commercial uses including open space, and other public and private amenities that will benefit and serve the present and future citizens of the City, including the creation of substantial future tax base for the City; and

WHEREAS, the Owner Property shall be developed pursuant to current ordinances of the City, except as same may be modified by or are in conflict with this Agreement, the concept plan (“Concept Plan”), which Concept Plan is attached hereto as **Exhibit B**, and the development standards (“Development Standards”), which Development Standards are attached hereto as **Exhibit E**; and

WHEREAS, the Parties intend for the City Council and Planning and Zoning Commission to consider zoning the Owner Property as a new Planned Development District consistent with the Concept Plan, the Development Standards, and the other applicable provisions of this Agreement; and

WHEREAS, the Parties intend that the retail water and sewer service to the Property will be provided by the City; and

WHEREAS, the Parties agree that this Agreement constitutes a “permit” within the meaning of Chapter 245, Texas Local Government Code; and

NOW THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement, and for other good and valuable consideration the receipt and adequacy of which are acknowledged and agreed by the Parties, the Parties agree as follows:

ARTICLE I **DEFINITIONS**

Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

Administrative Expenses shall include, without limitation, expenses incurred by the City in the establishment, administration, and operation of the PID or the TIRZ, as applicable, including, but not limited to, the costs of (i) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, (ii) creating and organizing the PID and TIRZ and preparing the Assessment Rolls, (iii) computing, levying, collecting and transmitting the Assessments or the installments thereof, (iv) maintaining the record of installments, payments and reallocations and/or cancellations of the Assessments, (v) investing or depositing the Assessments

or other monies, (vi) complying with the PID and TIRZ Acts, and (vii) administering the construction of the Authorized Improvements.

Agreement means this Seawillow Ranch Development Agreement.

Assessment means a special assessment levied by the City within the PID pursuant to Chapter 372, Texas Local Government Code, pursuant to an Assessment Ordinance, to pay for a specific portion of the Budgeted Cost, which shall be Authorized Improvement Costs.

Assessment Fund(s) means the interest-bearing assessment fund account(s) created by the City for a PID to which the Assessment revenues will be deposited once collected.

Assessment Ordinance means an ordinance adopted by the City Council which levies Assessments on the Property within the PID in accordance with the PID Act to pay for a specified portion of the costs of certain Authorized Improvements and interest thereon set forth in the Service and Assessment Plan as well as the costs associated with the issuance of the PID Bonds that provide a special benefit to the Property.

Assessment Roll(s) means the Assessment Roll(s) attached to the Service and Assessment Plan or any other Assessment Roll in an amendment or supplement to the Service and Assessment Plan or in an annual update to the Service and Assessment Plan, showing the total amount of the Assessment against each parcel assessed under the Service and Assessment Plan related to the Authorized Improvements.

Authorized Improvements means the portion of on-site and off-site public improvements, constructed or funded by the Developer, as described in the SAPs (including any amendments or supplements), as estimated in **Exhibit C**, and as authorized by Section 372.003 of the PID Act.

Authorized Improvement Costs means the actual costs of design, engineering, construction, acquisition, and inspection costs of the Authorized Improvements, and all costs related in any manner to the Authorized Improvements.

Bond Indenture means a trust indenture by and between the issuer of PID Bonds and a trustee bank under which PID Bonds are issued and funds disbursed.

Bond Ordinance means an ordinance adopted by the City Council that authorizes and approves the issuance and sale of PID Bonds.

Budgeted Cost means, with respect to any given Authorized Improvement, the estimated cost of such improvement as set forth in **Exhibit C**.

Certification for Payment Form means a certificate which shall be submitted to the City no more frequently than monthly for work completed on any of the Authorized Improvements, in substantially the same form as **Exhibit H** attached hereto.

City means the City of Lockhart, Texas, a home-rule municipality located in Caldwell County, Texas.

City Code means the Code of Ordinances, City of Lockhart, Texas.

City Council means the City Council of the City.

City Manager means the current or acting City Manager of the City, or a person designated to act on behalf of that individual if the designation is in writing and signed by the current or acting City Manager.

City Regulations mean City Code provisions, ordinances, design standards, uniform and international building and construction codes, and regulations duly adopted by the City which may be amended from time to time and including a planned development district zoning ordinance and the Development Standards attached hereto as **Exhibit E** and subject to the provisions of **Section 13.1 and 13.2**.

Community Contribution Fee means the fee paid by Developer to City pursuant to Sections 7.1 and 7.7 of this Agreement.

Construction Cost means the costs actually paid for by Developer or caused to be paid by Developer for on-site and off-site Authorized Improvements and other Public Improvements related to engineering, design, permitting, construction, inspection, testing, and third-party property/easement acquisitions; however, the cost of third-party property/easement acquisitions shall be limited to the fair-market value of any property/easement acquired, plus any damages to the remainder, all as determined by an appraiser licensed by Texas Appraiser Licensing and Certification Board selected by the City, and Eminent Domain Fees, if any.

Cost Overruns shall have the meaning set forth in Section 9.2 hereof.

Cost Underruns means actual Authorized Improvement Costs that are less than the Budgeted Costs set forth in the SAP.

Development and Absorption Phasing Plan means the estimated phasing plan and LUE absorption schedule per phase for the Owner Property, as shown on **Exhibit D** attached hereto.

Developer means RODG DT Seawillow PropCo LLC, a Texas limited liability company and its successors, assigns, and affiliates responsible for developing the Project and causing the Owner Property to be developed in accordance with this Agreement.

Developer Cash Contribution means that portion of the Budgeted Cost that the Developer is contributing to initially fund the Authorized Improvements.

Developer Continuing Disclosure Agreement means any continuing disclosure agreement of the Developer executed contemporaneously with the issuance and sale of PID Bonds.

Developer Improvement Account means the construction fund account created under the Bond Indenture, funded by the Developer, and used to pay for portions of the acquisition, design, and construction of the Authorized Improvements.

Effective Date means the date upon which the last of all of the Parties has approved and duly executed this Agreement.

End Buyer means any Developer, developer, homebuilder, tenant, user, or owner of a Fully Developed and Improved Lot.

Existing City Facilities means the existing water and wastewater plants, water lines, wastewater lines, or roadways available to serve the Project on the Effective Date.

Force Majeure means any act that (i) materially and adversely affects the affected Party's ability to perform the relevant obligations under this Agreement or delays such affected Party's ability to do so, (ii) is beyond the reasonable control of the affected Party, (iii) is not due to the affected Party's fault or negligence and (iv) could not be avoided, by the Party who suffers it, by the exercise of commercially reasonable efforts. "Force Majeure" shall include: (a) natural phenomena, such as storms, floods, lightning and earthquakes; (b) wars, civil disturbances, revolts, insurrections, terrorism, sabotage and threats of sabotage or terrorism; (c) transportation disasters, whether by ocean, rail, land or air; (d) strikes or other labor disputes that are not due to the breach of any labor agreement by the affected Party; (e) fires; (f) epidemics or pandemics; and (g) actions or omissions of a governmental authority (including the actions of the City in its capacity as a governmental authority) that were not voluntarily induced or promoted by the affected Party, or brought about by the breach of its obligations under this Agreement or any applicable law or failure to comply with City Regulations; provided, however, that under no circumstances shall Force Majeure include any of the following events: (a) changes in market condition; (b) any strike or labor dispute involving the employees of the Developer or any affiliate of the Developer, other than industry or nationwide strikes or labor disputes; or (c) the occurrence of any manpower, material or equipment shortages. The events listed in (a) through (c) that are beyond the reasonable control of the Developer shall be included as Force Majeure. If the Developer claims an economic hardship, the City will make a determination if such economic hardship is a Force Majeure event.

Fully Developed and Improved Lot means any lot in the Project, regardless of proposed use, intended to be served by the Authorized Improvements, and/or other public improvements, and for which a final plat has been approved by the City and recorded in the Real Property Records of Caldwell County, Texas.

Home Buyer Disclosure Program means the disclosure program, administered by the PID Administrator as set forth in **Exhibit F** that establishes a mechanism to disclose to each End Buyer the terms and conditions under which their lot is burdened by the PID; such form to be updated from time to time as required by state law.

Impact Fees mean all water, wastewater, and road impact fees approved by the City on the Effective Date of this Agreement, or which may be approved by City after the Effective Date of this Agreement and in each case assessed, imposed and/or collected by the City in accordance with the PID Act and City Regulations adopted by the City or hereinafter adopted.

In-City Property means the real property owned by Developer, described in **Exhibit A1** and depicted in **Exhibit A2**, attached hereto, and currently located within the city limits.

Landowner Agreement means an agreement by and between the City and a Landowner consenting to the form and terms of the PID Documents in a form substantially similar to **Exhibit G** attached hereto.

LUE means a living unit equivalent which has an average daily flow of 200 gallons per day for water, and 200 gallons per day for wastewater.

Major Improvements means the Authorized Improvements which will benefit the Owner Property and the In-City Property within the PID and are described in the Service and Assessment Plan.

Notice means any notice required or contemplated by this Agreement (or otherwise given in connection with this Agreement).

Off-site means those Authorized or Public Improvements that may be required to be constructed for the benefit of the Project and are constructed outside of the boundaries of the Owner or In-City Property.

On-site means those Authorized or Public Improvements constructed within the boundaries of the In-City or Owner Property.

Owner Property means the property located outside of the current city limits and described in **Exhibit A4** and depicted in **Exhibit A5**.

Outside Property means the portion of the Owner Property currently located outside of the City's ETJ and which is depicted in **Exhibit A3**.

Parcel means any parcel of land located within a PID or TIRZ identified by either a tax map identification number assigned by the Caldwell County Appraisal District for real property tax purposes or by lot and block number in a final subdivision plat recorded in the Real Property Records of Caldwell County.

PID means a public improvement district to be consider for creation by the City for the benefit of the In-City Property and Owner Property pursuant to Chapter 372, Texas Local Government Code, to be known as the Seawillow Ranch Public Improvement District.

PID Act means Chapter 372, Texas Local Government Code, as amended.

PID Administrator means a company, entity, employee, or designee of the City, who is experienced in public improvement districts and assessment administration and who shall have the responsibilities provided in the Service and Assessment Plan or any other agreement or document approved by the City related to the duties and responsibilities for the administration of the PID.

PID Bonds means special assessment revenue bonds issued by the City through the PID.

PID Bond Proceeds means the funds generated from the sale of the PID Bonds.

PID Resolution means the resolution adopted by the Council creating a PID pursuant to Section 372.010 of the PID Act and approving the advisability of the Authorized Improvements.

Project Boundaries means the boundaries of the PID and TIRZ as described in **Exhibit A5** and depicted in **Exhibit A6** and including the Owner Property and the In-City Property.

Project means construction of Authorized Improvements and public improvements, described in **Exhibit C** attached hereto, in accordance with an approved PID and any applicable TIRZ and the development of the Owner Property in accordance with the PID, TIRZ Finance Plan and this Agreement.

Project Fund(s) means the interest-bearing construction fund account(s) as set forth in the applicable Bond Indenture.

Public Improvements means public improvements as described in the City Regulations that Developer is required to construct for the Project, which are not eligible for reimbursement through the PID pursuant to the PID Act.

Real Property Records of Caldwell County means the official land recordings of the Caldwell County Clerk's Office.

Roadway Improvements means the right of way dedication, design and construction of street, road and alley improvements and facilities as described in **Exhibit L, Exhibit L1 and Ex E**, to be constructed to and within the Project and as of the date of this Agreement is sufficient to provide adequate ingress/egress within the Owner Property as determined by a Traffic Impact Study ("TIA").

Service and Assessment Plan or SAP means a PID Service and Assessment Plan adopted by the City Council, as may be updated, supplemented, and amended annually, if needed, by the City Council pursuant to the PID Act for the purpose of assessing allocated costs against property located within the boundaries of the PID having terms, provisions and findings approved by the City, as required by this Agreement.

TIRZ means a Tax Increment Reinvestment Zone created by the City encompassing the Owner and In-City Property, subject to the consent and approval of the City Council, pursuant to the TIRZ Act.

TIRZ Act means Chapter 311, Texas Tax Code, as amended.

TIRZ Board means the board of directors of the TIRZ that will be established in accordance with the TIRZ Act.

TIRZ Fund(s) means the fund(s) set up by the City in order to receive the TIRZ funds in accordance with this Agreement and the TIRZ Documents.

TIRZ Documents means the TIRZ Project and Finance Plan, and the TIRZ Ordinance, as may be amended.

TIRZ Ordinance means a City ordinance creating the TIRZ pursuant to the TIRZ Act, and any subsequent ordinances effectuating amendments thereto.

TIRZ Project and Finance Plan means the project and finance plan for the TIRZ approved in accordance with the TIRZ Act.

TIRZ Projects means those projects, including the Authorized Improvements, as estimated in **Exhibit C**, to be undertaken by the PID as well as the TIRZ.

Wastewater Service Improvements means the sanitary sewer line, lift station and other facilities described in **Exhibit K**, attached hereto, and necessary to be constructed to and within the Project and is sufficient to provide 2786 LUEs of wastewater service to the Project.

Water Service Improvements means the water transmission and distribution lines and facilities as described in **Exhibit K** to be constructed to and within the Project and is sufficient to provide 2786 LUEs of potable water service to the Project.

Water Storage Tank means the one million (1,000,000) gallon water storage tank to be constructed by the City at the Developer's cost, as described in Section 7, on the Water Storage Tank Site in accordance with the specifications agreed to in writing by Developer and the City.

Water Storage Tank Site means an approximately 1.0 acre parcel to be transferred by Developer to the City and upon which the Water Storage Tank will be constructed.

ARTICLE II **SEAWILLOW RANCH DEVELOPMENT**

2.1 **Scope of Agreement.** This Agreement contemplates a plan for construction of Authorized Improvements within the In-City Property sufficient to provide a maximum 414 LUEs of water and wastewater service and roadway improvements to provide adequate and sufficient ingress and egress to and from the In-City Property (Phase 1), a plan for development of the Owner Property (Phase 2 through Phase 8) in accordance with the City Regulations, except as same may be modified by this Agreement, over time, which when fully developed, will require a maximum of 2,372 LUEs for water service and a maximum of 2,372 LUEs for wastewater service, a water storage tank and roadway improvement to provide adequate and sufficient ingress and egress to and from the Owner Property together with future actions by the parties, that if approved, will establish provisions for the apportionment, levying, and collection of Assessments on the Owner Property and the In-City Property within the PID, the construction of the Authorized Improvements, and other public improvements, reimbursement, acquisition, ownership and maintenance of the Authorized Improvements and other Public Improvements, the issuance of PID Bonds for the financing of the Authorized Improvements benefitting the In-City Property and the Owner Property within the PID, the creation of the TIRZ for the In-City and Owner Property and the use of TIRZ funds. Notwithstanding anything to the contrary, the In-City Property is not subject to the Concept Plan or **Exhibit E** and shall not be subject to the land use requirements or permitting procedures contractually provided by this Agreement. Development of the In-City Property shall be subject to full compliance with the City Code, unless variances are obtained as provided by the City Code. Likewise, zoning, platting and other permitting activities on the In-City Property shall be in accordance with the City Code. The In-City Property is referenced herein solely for the

purpose of including it within the PID and the TIRZ and to acknowledge that certain Authorized Improvements within the In-City Property will be funded by the PID/TIRZ.

2.2 Development Overview – Seawillow Ranch Development. The Developer will undertake or cause the undertaking of the design, development, construction, maintenance, management, use and operation of the Owner Property, including the Authorized Improvements and any other Public Improvements. The land use development within the Owner Property will consist of seven (7) phases of development, beginning with Phase 2 and ending with Phase 8 and shall have the following elements, in substantial conformance with the Concept Plan, attached hereto as **Exhibit B**, and in accordance with the Development Standards set out in **Exhibit E**, attached hereto.

(a) single family detached residential homes: maximum of 1,823 LUEs located on 35' lots (max units 294), 40' lots (max units 566), 45' lots (max units 350), 50' lots (max units 508), 60' x 110' lots (max units 70), and 70 x 110' lots (max units 35) and approximately 347.2 acres as depicted on the Concept Plan;

(b) single family attached residential: maximum of 67 LUEs (max 95 units) located on 25 foot x 110 foot lots and approximately 9.45 acres;

(c) Multifamily residential units: maximum 180 LUEs (380 units total) and approximately 15 acres;

(d) School uses: maximum 107 LUEs and approximately 41 acres;

(e) Commercial/Retail uses: maximum of 195 LUEs and approximately 39 acres;

(f) Parks, open space and amenity areas of approximately 67.39 acres; and

(g) City sites (water tank and public safety site) total approximately 4.95 acres.

Each lot type/use is limited to the maximum units and maximum LUEs described herein and in the chart depicted in **Exhibit B**, attached hereto. Any change to same will require an amendment to this Agreement and **Exhibit B**, **Exhibit E**, or a PD amendment, as applicable. Notwithstanding the maximum units authorized, LUE maximums shall govern over maximum units.

2.3 Dedication of Public and Authorized Improvements. Upon completion, inspection and acceptance by the City, the City shall own all of the Authorized Improvements or other public improvements dedicated to the City as described in this Agreement; subject to certain maintenance responsibilities of a POA/HOA, for a portion of the Authorized Improvements related to storm water detention ponds and related facilities and other matters as set out in Section 4 and Section 6.1.

ARTICLE III

PUBLIC IMPROVEMENT DISTRICT

3.1 Creation and Levy of Assessments. A petition to create the Seawillow Ranch Public Improvement District has been submitted, or will be submitted, to the City supported by such additional documentation as the City may require. The City shall initiate and consider for approval all necessary documents and ordinances required under the PID Act, to create the PID, to levy the Assessments on property within the PID, and to prepare and consider for approval the Service and Assessment Plan providing for the levy of the Assessments on the property within the PID. Promptly following preparation and approval of a preliminary Service and Assessment Plan for the PID acceptable to the Developer and the City and subject to City Council making findings that the Authorized Improvements confer a special benefit on the property within the PID, the City Council shall consider an Assessment Ordinance. The Developer shall develop the Property consistent with the terms of this Agreement and any approved PID.

3.2 Acceptance of Assessments and Recordation of Covenants Running with the Land. Concurrently with the levy of the Assessment, the Landowners shall approve and accept in writing the levy of the Assessment(s) on all land owned by the Landowners and shall approve and accept in writing the Home Buyer Disclosure Program in substantially the same form as attached as **Exhibit F** hereto and shall cause to be recorded against the Property covenants running with the land that will bind the Developer any and all owners of the Property to: (i) pay the Assessments, with applicable interest and penalties thereon, as and when due and payable hereunder and that the purchasers of such land take their title subject to and expressly assume the terms and provisions of such Assessments and the liens created thereby; and (ii) comply with the Home Buyer Disclosure Program. Land owned by the City within the PID shall not be subject to PID assessments.

ARTICLE IV

AUTHORIZED IMPROVEMENTS AND PUBLIC IMPROVEMENTS

4.1 Authorized Improvements and Public Improvements. The Budgeted Costs, including Authorized Improvements and Public Improvements, are subject to change and shall be updated consistent with the Service and Assessment Plan, the PID Act, the TIRZ Project and Finance Plan, and the TIRZ Act, the Authorized Improvements and Public Improvements shall be identified and included on each approved site plan and/or final plat(s) for the Project as each final plat/site plan for each phase of the Owner Property is approved by the City. The Developer may be required to provide an updated **Exhibit B** with each final plat application, or site plan application as applicable to the Owner Property, consistent with the PID requirements and this Agreement. Upon approval by the City Council of an updated **Exhibit B**, this Agreement shall be deemed amended to include such approved updated **Exhibit B**. The Budgeted Costs and/or Authorized Improvement Costs and the timetable for installation of the Authorized Improvements and Public Improvements will be reviewed in accordance with the PID/TIRZ requirements and in accordance with the City Regulations.

4.2 Construction, Ownership, and Transfer of Authorized Improvements and Public Improvements.

(a) Construction Plans. The Developer shall prepare, or cause to be prepared, plans and specifications for each of the Authorized Improvements and Public Improvements and have them submitted to the City for approval in accordance with the City Regulations.

(b) Contract Award. The contracts for construction of Authorized Improvements and Public Improvements shall be let in the name of the Developer for all on-site Authorized Improvements/Public Improvements, unless the Parties mutually agree otherwise, and the offsite Authorized Improvements/Public Improvements will be let by the City if constructed by the City and funded in part by the Developer according to the Developer's pro rata responsibility in the improvement or as otherwise required by this Agreement. The Developer's engineers shall prepare, or cause the preparation of, and provide all contract specifications and necessary related documents for on-site Authorized Improvements and Public Improvements and any off site Authorized Improvements or Public Improvements which the Parties agree that the Developer shall be responsible for constructing. For all Authorized Improvements and Public Improvements that the Developer is responsible for constructing, the Developer shall reasonably attempt to provide all construction documents and shall acknowledge that the City has no obligations and liabilities thereunder and the Developer shall reasonably attempt to include a provision in the construction documents that the contractor will indemnify the City and its officers and employees against any costs or liabilities thereunder and shall name the City as an additional insured on general liability insurance in amounts as required by the Code of Ordinances, or as otherwise agreed to by the Parties. However, such indemnity by the Contractor shall not relieve Developer of its obligations to indemnify and hold the City harmless against costs and liabilities and to name the City as an additional insured in accordance with the City Regulations. The Developer shall administer the contracts the Developer is responsible for. The Budgeted Costs, which are estimated on **Exhibit C**, shall be paid from the proceeds of PID Bonds, in accordance with the Bond Indenture, reimbursed by the collected Assessments pursuant to the terms of a Reimbursement Agreement through the Certification for Payment form process where the Developer or the Developer's assignee will submit invoices for payment.

(c) Construction Standards and Inspection. The Authorized Improvements will be installed within the public right-of-way or in easements granted without cost to the City. The Authorized Improvements and Public Improvements shall be constructed and inspected in accordance with applicable state law, City Regulations and all others applicable development requirements, including those imposed by the City and any other governing body or entity with jurisdiction over the Authorized Improvements and Public Improvements.

(d) Competitive Bidding. This Agreement and construction of the Authorized Improvements and the Public Improvements, including, without limitation, the TIRZ Projects, are anticipated to be exempt from competitive bidding pursuant to Sections 252.022(a)(9) and 252.022(a)(11) of the Texas Local Government Code based upon current cost estimates. However, in the event that the actual costs for the Authorized Improvements and Public Improvements do not meet the parameters for exemption from the competitive bid requirement, then alternative delivery methods may be used by the City as allowed by law.

(e) Ownership. All of the Authorized Improvements and Public Improvements, with the exception of non-public parks or open space and HOA/POA common property and facilities, shall be owned by the City upon acceptance of them by the City using procedures established by

the City Regulations and this Agreement. Provided however, that certain facilities such as storm water management ponds and facilities may be owned by the City, if constructed with PID funds, but in such case will be maintained by the HOA/POA. Such facilities shall not be owned by the City if PID funds are not used. Developer shall cause the POA (as defined in Section 6.1(a)) and/or HOA (as defined in Section 6.1(b)) to have an on-going maintenance and operation responsibility toward such Authorized Improvements, such as trails, storm water detention ponds and related facilities and as shown on the Concept Plan, attached hereto as **Exhibit B**, through recorded covenants, conditions, restrictions and/or maintenance agreements as required by the City Regulations or this Agreement. The Developer agrees to take any action reasonably required by the City where applicable to transfer or otherwise dedicate or ensure the dedication of easements for the Authorized Improvements, as applicable, to the City and the public.

(f) Authorized Improvements and Public Improvements to be Owned by the City – Title Evidence. The Developer shall furnish to the City a preliminary title report for land with respect to the Authorized Improvements and Public Improvements, including any related rights-of-way, easements, and open spaces if any, to be acquired and accepted by the City from the Developer and not previously dedicated or otherwise conveyed to the City, for review and approval at least 30 calendar days prior to the transfer of title of an Authorized Improvement or Public Improvement to the City. The City Manager shall approve the preliminary title report unless it reveals a matter which, in the reasonable judgment of the City Manager, could materially affect the City's use and enjoyment of any part of the property or easement covered by the preliminary title report. In the event the City Manager does not approve the preliminary title report, the City shall not be obligated to accept title to the Authorized Improvement or Public Improvement until the Developer has cured such objections to title to the satisfaction of the City Manager. Any on-site Authorized Improvements or Public Improvements not accepted by the City shall be owned and maintained by the HOA/POA.

(g) Authorized Improvements and Public Improvements. If the Authorized Improvement or Public Improvement is on land owned by the City, the City hereby grants to the Developer a temporary easement to enter upon such land for purposes related to construction (and maintenance pending acquisition and acceptance) of the Authorized Improvement or Public Improvement. If the Authorized Improvement or Public Improvement is on land owned by the Developer, the Developer shall dedicate easements by plat or shall execute and deliver to the City such access and maintenance easements as the City may reasonably require in recordable form, and the Developer hereby grants to the City a permanent access and maintenance easement to enter upon such land for purposes related to inspection and maintenance of the Authorized Improvement or other Public Improvement. The grant of the permanent easement shall not relieve the Developer of any obligation to grant the City title to property and/or easements related to the Authorized Improvement or Public Improvement as required by the City Regulations or this Agreement or in the City's reasonable judgment to be granted to provide for convenient access to and routine and emergency maintenance of such Authorized Improvement or Public Improvement. The provisions for inspection and acceptance of such Authorized Improvements, or other Public Improvement, shall be in accordance with the City Regulations except as modified by this Agreement.

4.3 Operation and Maintenance of Authorized Improvements and Public Improvements.

(a) Upon inspection, approval, and acceptance of the Authorized or Public Improvements, or any portion thereof, the City shall maintain and operate the accepted Authorized or Public Improvements, except as limited by section 4.2(e) and 4.3(b).

(b) Upon inspection, approval, and acceptance of the roadway and associated storm water collection lines, Authorized Improvements or any portion thereof, the City shall maintain and operate the accepted roadway (except for TxDot right of way) and associated storm water collection lines constructed within City right of way.

(c) The Developer shall construct or cause to be constructed and the POA or HOA, as applicable, shall maintain and operate the Development entries and signage, open spaces, common areas, right-of-way irrigation systems, right-of-way landscaping, screening walls, exterior fencing and any other public improvements or appurtenances not maintained and operated by the City.

ARTICLE V

RECREATIONAL FACILITIES

5.1 Trails/Parks/Amenity Center. The Developer shall construct or cause to be constructed trails, recreational facilities, and pocket parks as depicted in the Parks Exhibit attached as **Exhibit B2** and described below:

(a) approximately 71.59 acres of land dedicated for parks and community facilities (including the School Site);

(b) Within the third phase of the development, approximately 2,500 LF of 8' concrete hike and bike trails as depicted in **Exhibit B2**;

(c) One 0.5-acre pocket park for each phase of the Development (seven) and approximately \$100,000 in improvements to each pocket park with such park improvements to be provided as set out in **Exhibit E**; provided that pocket parks will be constructed with remaining 2 elements of the Amenity Center not constructed at the Amenity Center in addition to the list of park elements described in **Exhibit E**;

(d) Within each Phase of development, a minimum of 5 parking spaces, including one handicap parking space shall be provided for each park. Such parking spaces may be provided by on-street parking for streets with 30 feet of pavement and 50 feet right of way, or greater, in width.

(e) In Phase 3 of the Development, the Developer shall construct an amenity center as such term is defined in **Exhibit E**, attached hereto, (the "Amenity Center") on a site that is not less than 2 acres, and which is constructed to include not less than \$1 million of improvements at the Amenity Center that are specifically authorized for use and enjoyment by the general public. A minimum of 14 parking spaces, including one handicap parking space, shall be provided at the Amenity Center. Such parking spaces may be provided by on-street parking on streets that are 30 feet of pavement and 50 feet of right of way, or greater. The Amenity Center will be generally located in the areas depicted as "CCD (Central Commercial District)" as depicted on **Exhibit B**, Concept Plan. The Amenity Center shall include the elements as described in **Exhibit E**.

(f) Storm water detention facilities, as depicted in **Exhibit B**, Concept Plan, shall be constructed so that such areas can provide additional recreational opportunities as described in **Exhibit E**, attached hereto.

(g) With approval of each final plat for each Phase of development within the Owner Property, Developer shall include design, engineering, and construction plans as required by the City Regulations for construction of the trails, parks and recreational facilities described in this Agreement included in the phase. Designs shall be by a Texas registered/licensed Architect and as applicable a Professional Engineer (P.E.); and

(h) The design, engineering, and construction of any trails or associated recreational facilities or parks described herein shall be ADA compliant and shall comply with all applicable City Regulations, except as modified by this Agreement, any state law requirements, and be submitted for review and permitting to the City. Provided however, that the City agrees that the construction of the pocket parks, trails and recreational facilities as described herein and in on **Exhibit B2**, when constructed in accordance this Agreement, shall fulfill any obligation Developer may have under City Regulations to construct parks or other recreational facilities on the Owner Property.

ARTICLE VI

ADDITIONAL DEVELOPER AND CITY OBLIGATIONS

6.1 Mandatory Property Owners' Association and Homeowners' Association.

(a) The Developer will create a mandatory property owners' association ("**POA**") over nonresidential portions of the Owner Property, which POA, in accordance with the City Regulations and through its covenants, conditions and restrictions filed in the Real Property Records of Caldwell County, and in its by-laws, shall be required to assure compliance with this Agreement, shall be required to remain solvent, and assess and collect from owners annual fees in an amount calculated to maintain and operate the open spaces, common areas, right-of-way irrigation systems, raised medians and other right-of-way landscaping and streetscaping, water quality ponds, detention ponds, detention areas, drainage areas, screening walls, retaining walls, parks, trails, landscaping, and any other public improvements or appurtenances not required to be dedicated to the City or be maintained and operated by the City within the Property. Common areas, including but not limited to all landscaped entrances to the Property and right-of-way landscaping and all other public improvements not maintained by the City shall be maintained solely by the POA. The POA shall be required to pay ad valorem taxes on any property owned by the POA.

(b) The Developer will create a mandatory homeowners' association ("**HOA**") over residential portions of the Owner Property, which HOA, in accordance with City Regulations and through its covenants, conditions and restrictions filed in the Real Property Records of Caldwell County or its by-laws, shall be required to assure compliance with this Agreement with regard to the portions of the Owner Property and Authorized Improvements within its jurisdiction, and be required to remain solvent and assess and collect from owners annual fees in an amount calculated to operate and maintain the open spaces, common areas, right-of-way irrigation systems, raised medians and other right-of-way landscaping and streetscaping, water quality ponds, detention

ponds, detention areas, drainage areas, screening walls, retaining walls, fencing, parks, trails, landscaping, and any other public improvements or appurtenances not required to be dedicated or maintained and operated by the City. Common areas, including but not limited to all landscaped entrances to the Project and right-of-way landscaping, and all other Public Improvements not maintained by the City shall be maintained solely by the HOA. The HOA shall be required to pay ad valorem taxes on any property owned by the HOA.

6.2 Requirements Related to Conveyance or Dedication of Land to City.

(a) The Developer shall convey by separate instrument or dedicate by plat to City all public trails and recreational facilities upon construction, inspection and acceptance of same.

(b) The Developer shall dedicate the Authorized Improvements or other applicable public improvements to the City in a phased manner by final plat and upon City acceptance as set forth in Section 4.2.

(c) All conveyances of easement rights shall be by easement agreement in the form provided or approved by the City and shall be subject only to the exceptions to title approved by the City. Developer shall provide the City with a subordination agreement, in recordable form, executed by the Lender(s) of any liens existing at the time of conveyance, in which it subordinates its lien rights to the City's rights under the easements. Prior to conveyance, Developer shall provide to the City a currently issued title commitment showing Developer to be the owner of the property that will be subject to the easement(s). Developer shall be responsible for performing or paying for surveying for the easements.

6.3 Requirements Related to Conveyance or Dedication of Land to School District and Conveyance or Dedication of Land to City for a Public Safety Site;

(a) The Developer shall convey or dedicate at the request of the school district and without cost to the school district and, upon terms mutually agreeable to the Developer and the school district, approximately 41 acres of the Owner Property (or such acreage agreed to by the Developer and the school district at the time of dedication), in a mutually agreeable location for use by the school district for school purposes (the "School Site"). If the school district does not request the dedication or conveyance of the School Site within three years of the Effective Date of this Agreement, the Developer shall convey the land constituting the School Site to the City for use for public purposes, provided that such public purposes may not include use of such land for water treatment or wastewater treatment purposes. Such dedication of land shall qualify as a community facility per City of Lockhart Code of Ordinances Chapter 52, Article VI.

(b) The Developer shall convey or dedicate at the request of the City and without cost to the City and free and clear of any liens or other encumbrances approximately 3 acres of the Owner Property (or such acreage agreed to by the Developer and the City at the time of dedication), at a mutually agreeable location for use by the City for public safety or other lawful city purposes; provided that such site may not be utilized for water or sewer treatment plants (the "City Site").

6.4 Teacher or Public Safety Housing Credit Program.

Pass-Through Credit Program. The Developer shall deposit \$150,000.00 per year from 2026-2034 (each annual deposit, the “Pass-through Credit Deposit”) to a segregated account to be utilized as pass-thru credits to provide for a total of 54 home credits which will be applied at closing of home and can be used as a downpayment, towards loan costs, or applied to any closing needs (such credits, a “Pass-through Credit”). Each Pass-through Credit Deposit shall be utilized first, to provide a Pass-through Credit to teachers purchasing homes in the Project as chosen by the Superintendent of Lockhart ISD, or designee. To the extent that any annual Pass-through Credit Deposit is not utilized by the ISD to provide Pass-through Credits to teachers, the City may elect to provide Pass-through Credits for City police officers or fire fighters or other public safety related City workers.

6.5 Traffic Impact Analysis (“TIA”). TxDot has not approved of the Developer’s TIA as of the Effective Date of this Agreement, and, accordingly, Developer agrees that any TxDot requirements or terms and conditions of approval of the TIA shall be automatically included in **Exhibit L1** and become a requirement of this Agreement and Developer shall update and replace **Exhibit L1**. An updated TIA for traffic mitigation on streets not located within the Owner Property shall be performed prior to the start of construction of the Project and shall be updated in conjunction with final plat of Phase 5. At the time of an updated TIA, any construction that has been approved by the City shall be counted towards mitigation of existing trip counts and not as proposed trips that must be mitigated in such updated TIA.

Additionally, Developer shall provide an updated TIA for internal intersections within the Owner Property in conjunction with final plat approval for the applicable phase of development in order to determine potential traffic mitigation needed for the specific Phase being built. All TIAs as required herein will be conducted at the Developer’s cost.

ARTICLE VII **WATER AND WASTEWATER FACILITY IMPROVEMENTS AND SHARED COSTS** **OBLIGATIONS**

7.1 Developer’s Community Contribution Fee toward City’s Cost to Provide 2786 LUEs of Water and Wastewater Service to the Project. Developer acknowledges and agrees to pay City the Community Contribution Fees as described in this Section 7.1 to offset a portion of the financial impact to the City caused by Developer’s need for significant percentages of the existing capacity in the City’s wastewater and water plants and associated facilities.

(a) Wastewater Community Contribution Fee:

(i) Developer shall pay the City the sum of Five Million Dollars (\$5,000,000.00) to contribute to the costs of certain Off-site Authorized Improvements and as compensation to offset the Project’s consumption of existing capacity in the City wastewater treatment plant. The wastewater Community Contribution Fee shall be paid in two payments of Four Hundred Fifty Thousand Dollars (\$450,000.00) payable on or before Final Plat of Phase 2 and Four Million Five Hundred Fifty Thousand Dollars (\$4,550,000.00) payable to the City on or before approval of the Final Plat for Phase 3.

(ii) The Developer's payment toward the wastewater Community Contribution Fee shall be credited against wastewater Impact Fees owed by the Developer or future builders under current and future impact fee ordinances. The City shall provide the Developer quarterly updates regarding the amount of wastewater sewer Impact Fee credits remaining. If Developer seeks to have wastewater Impact Fee credits applied to Developer and not subsequent builders, or other third parties who would otherwise be entitled to such credit pursuant to state law, Developer must clearly delineate its authority to receive wastewater Impact Fee credits in subsequent agreements with its builders or other third parties. If Developer intends to transfer wastewater Impact Fee credits to a builder or third party the amount of the credit being transferred shall be clearly delineated in any agreement with its builders or other third parties. Developer shall provide City evidence of same prior to approval of each final plat. Once the credit toward impact fees is exhausted, Impact Fees shall be paid as provided in Section 14.5. Any impact fee credits not utilized within 20 years shall automatically expire.

(b) Water Community Contribution Fee:

(i) Developer shall pay the City for the estimated cost of design and construction of a one million (1,000,000) gallon elevated water storage tank as compensation to offset the Project's consumption of existing capacity in the City water treatment plant and as is necessary for adequate and sufficient water service to the Project. The estimated cost of design and construction of the Water Storage Tank is Six Million Three Hundred Eighty-Three Thousand Dollars (\$6,383,000.00). Such amount shall be capped, and Developer will owe no further sums to City for the design and construction of the Water Storage Tank, regardless of the actual costs.

(ii) The Water Community Contribution Fee shall be paid in two payments with the first payment being Six Hundred Thousand Dollars (\$600,000.00) payable to City on or before Final Plat approval of Phase 2, with the second payment of Five Million Seven Hundred Eight Three Thousand Dollars (\$5,783,000.00) being due on or before Final Plat approval of Phase 3, such payment being the remaining balance of the actual cost to design and construct the water storage tank.

7.2 LUEs for Water and Sanitary Sewer Service for the Project.

(a) Water Service. Notwithstanding anything to the contrary in this Agreement, the City agrees to provide a maximum of 2786 LUEs to the Project (2372 LUE maximum associated with Owner Property and Phases 2-8) in increments as described below which the Developer agrees is sufficient to provide adequate and continuous water service to the entire Project and each phase of the Project.

(b) Subject to the conditions described in this subsection, the City agrees to provide 2786 LUEs of water service at full build out of the Project and in each Phase to provide the number of LUEs described in the Development and Absorption Phasing Plan, as described in **Exhibit D**, attached hereto, for Phase 1 through Phase 8. The Parties acknowledge that the City's CCNs for water and wastewater services do not currently encompass the Project Boundaries and Aqua currently holds the CCN for water service for the Project. The Parties intend for the City to be the retail water and wastewater service provider to the Project. The Developer and Owners hereby consent to inclusion of the Owner and In-City Property into the City's water and wastewater CCNs

and support and agree that the Aqua water CCN should be replaced with the City's water CCN. Developer agrees to support and cooperate with City's effort to contract with Aqua and to seek regulatory approval of the City's CCN expansion to include the Project Boundaries. Developer agrees to pay Aqua for any costs (estimated to be \$12,000.00 per acre) Aqua may impose on the City for release of its CCN in favor to the City's CCN for water service and to reimburse the City's actual costs related to legal and engineering fees to obtain approval of the PUC to expand the Water and Wastewater CCN to the Project. Extension of the City CCNs for water and sewer service is a condition precedent to the City's obligation to provide water and sewer services to the Project. If the City is unable to reach an agreement with Aqua whereby Aqua contractually agrees to release its water CCN covering the Project Boundaries, prior to 5:00pm on December 31, 2024, or in the event that PUC does not approve of the City's request to extend its water CCN to the Project on or before 5:00pm December 31, 2025, this Agreement will terminate, unless prior to the expiration date the parties agree to extend the deadlines. Likewise, in the event that Aqua agrees to accept payment for release of the CCN over a period of years, Developer shall be responsible for making such payments and failure to make the payments shall be a material default of this Agreement. In such case, the City may withhold building permits to the Owner Property until past due amounts owed to Aqua are made by the Developer. Payments due Aqua shall be paid by Developer to the City a minimum of 30 days prior to each Aqua payment date, unless Aqua agrees to accept Developer's payment in lieu of the City.

(c) Sanitary Sewer Service. Notwithstanding anything to the contrary in this Agreement, the City agrees to provide a maximum of 2786 LUEs to the Project in increments as described below which the Developer agrees is sufficient to provide adequate and continuous sanitary sewer service to the entire Project. Subject to the conditions described below, the City agrees to provide 2786 LUEs of sanitary sewer service at full build out of the Project and in each Phase to provide the number of LUEs described in the Development and Absorption Phasing Plan, described in **Exhibit D**, attached hereto, for Phase 1 through Phase 8.

(d) Off-site Sewer Line Expansion. The Developer shall contribute a payment of 15% of cost to design and construct expansion and replacement of 13,700 LF of the 21" sewer line depicted in **Exhibit K** in accordance with final plat of Phase 5 and pursuant to terms and conditions contained in an agreement in form and substance similar to **Exhibit M** (the "Developer Pro-Rata Sewer Line Deposit"). The estimate of the design and construction cost to Developer is One Million Five Hundred Sixty-Seven Thousand Six Hundred Twenty Dollars (\$1,567,620.00).

7.3 Water Storage Tank and Site. Developer, without cost to the City, shall provide City with a Water Storage Tank tract of land of sufficient size and composed of suitable acreage to accommodate location, construction and operation of the Water Storage Tank with a minimum capacity of one million (1,000,000) gallons. TCEQ requirements associated with set-back requirements and non-development restrictions shall be calculated, and if necessary, the Water Storage Tank Site shall be enlarged such that all set back, or requirements can be accommodated within the Water Storage Tank Site without the need to impose easements or restrictions on adjoining property. The City shall be responsible for design and construction of the Water Storage Tank. To the extent that the City elects to increase the capacity of the Water Storage Tank beyond 1,000,000 gallons, the City shall be responsible for the increased costs of the increased capacity of the Water Storage Tank; provided that, if the increase in capacity is requested by the Developer, Developer shall be responsible for the costs associated with such increase in capacity.

7.4 Groundwater Wells. The Parties acknowledge that the Project's need for water LUEs after development may require the City to acquire and construct new or expanded treated water facilities. As an alternative to developing surface water, the Parties agree that development of new groundwater sources is a less expensive alternative than surface water. The amount of property within the Project creates an opportunity to develop ground water wells within the Project to supplement the City water supply and will greatly enhance the City's ability to continue to provide low-cost water service to the customers and future residents of the Project. In furtherance of this goal the Developer agrees to provide the City with access easements to mutually acceptable sites within the Development which can be explored for possible well production suitability and to authorize the City to construct test wells if hydrological studies determine that further study is warranted. If test wells demonstrate that there is sufficient flow to support a well, the Developer agrees to provide permanent easements to the City to construct a maximum of three (3) producing groundwater wells; provided that the location of any such wells and any required land dedications therefor shall be acceptable to the Developer and shall not be required in any manner that would alter the Concept Plan or reduce the number of square feet of commercial development or alter the lot mix without the express consent of the Developer. Developer acknowledges that the Plum Creek Groundwater Conservation District regulates ground water in the County and any well constructed would be permitted by the Groundwater District and operated in accordance with their regulations. The City shall be responsible for obtaining any necessary permits, obtaining the groundwater studies, and constructing any groundwater wells or facilities at its sole cost and expense. Because of the spacing requirements associated with development of groundwater wells, the Developer would not be able to develop their own groundwater wells on the Property so long as the City has operating wells located on the Property. Developer agrees to waive and convey any rights to produce groundwater on the Property solely in accordance with the limitations set forth in this section and in future mutual agreements relating to the same. The Parties agree to negotiate in good faith toward a future agreement which details the concepts set out in this Section.

7.5 Failure of Property to Develop as Projected.

Based upon the Developer's Absorption Schedule as described in Exhibit D, attached hereto, the City has agreed to guarantee 2786 LUEs of water service and 2786 LUEs of sanitary sewer service for use by Developer beginning with Phase 1 and thereafter through full build out at Phase 8 (or such phase that constitutes the last phase of development). Notwithstanding anything to the contrary in this Agreement, the deadline for the timing of the City's construction and service obligations for Phase I and all future Phases for water and wastewater service shall be extended in the event that (a) the City has been delayed in the performance of one or more obligations under this Agreement by the Developer or its successors, assigns, contractors, agents or representatives, or (b) in the event of a delay or default by Developer of any payment or conveyance required by this Agreement if such payment or conveyance is related to the City's service or construction obligations; or (c) in the event of a delay or default by Developer regarding construction of any Authorized Improvement required by this Agreement, to the extent that this Agreement, the City Code, or a construction permit contains a deadline for the construction of such Authorized Improvement by the Developer or (d) in the event that Developer or other applicable Developer fails to convey such property, easements, or rights of way as are required by this Agreement.

7.6 City Contributions for Oversizing. Developer shall not be required to construct or fund any Public Improvements so that it is oversized to provide a benefit to land outside the Project ("Oversized Public Improvements") unless, by the commencement of construction, the City has

made arrangements to fund the City's portion of the costs of construction attributable to the oversizing requested by the City from sources other than PID Assessments, PID Bonds, and the TIRZ Fund. In the event Developer constructs or causes the construction of any Oversized Public Improvements at the request of the City, the City shall be solely responsible for all costs attributable to oversized portions of the Oversized Public Improvements and the PID and the TIRZ shall not be utilized for financing the portion of costs associated with the oversizing of the Authorized Improvement or the Public Improvements.

7.7 Off-Site Authorized Improvements. The Off-site Authorized Improvements shown on **Exhibit J**, Water System Improvements, **Exhibit K**, Wastewater System Improvements and **Exhibit L1**, Roadway Improvements, attached hereto shall be constructed and funded as shown below:

Infrastructure Item	Construction Responsibility	Cost Responsibility
Exhibit J - Water		
Elevated storage tank	City	Developer contributes \$ 6.383 million as described in Section 7.1(b);
Phase 1 Collector to water tank	Developer	Developer (PID funded/Developer dollars)
Phase 1 Extend 12" watermain on FM1322	Developer	Developer (PID funded/Developer dollars)
Exhibit K - Wastewater		
Treatment Plant Expansion	City	Developer contributes \$5 million as described in Section 7.1(a); remaining costs are City expense
Upsizing of 21" existing Gravity Sewer Interceptor	City	City to upsize with City funds provided that Developer will contribute 15% of the overall cost of such interceptor as described in Section 7.2(d)
Phase 1 Connect Force main to Gravity Sewer	Developer	Developer (PID funded/Developer dollars)
Phase 1 Sanitary Force main	Developer	Developer (PID funded/Developer dollars)
Phase 2 Gravity Sewer	Developer	Developer (PID funded/Developer dollars)
Phase 1 12" Gravity Sewer	Developer	Developer (PID funded/Developer dollars)
Phase 1 Regional Lift Station	Developer	Developer (PID funded/Developer dollars)
Exhibit L1 – Off-site Roadway		
All items	Developer	Developer (PID funded/Developer dollars)

ARTICLE VIII

PID BONDS

8.1 PID Bonds.

(a) The City shall consider issuing PID Bonds, in one or more series, solely for the purposes of financing the costs of the Authorized Improvements and related costs and paying issuance costs and the cost of funding all reserves, accounts, and funds required by the applicable Bond Ordinance (including a capitalized interest account, a debt service reserve fund, and the Project Fund). The Developer has determined and hereby agrees that the maximum aggregate principal amount of PID Bonds will be one hundred fifty million (\$150,000,000). The City staff will, from time to time, submit to the City Council agenda items to approve the issuance of PID Bonds by the City (in one issue or in a series of issues over the years as set out in any PID approved by the City) in an amount up to, but not to exceed, the maximum aggregate principal PID Bond amount of one hundred fifty million (\$150,000,000). Notwithstanding the foregoing, the City's obligation to approve the issuance of PID Bonds is at the sole discretion of the City and is subject to the City's review and confirmation that the Assessments are reasonable relative to the market as determined by the City Council.

(b) As provided in the City's PID Policy, the issuance of PID Bonds is subject to the following conditions:

(i) a minimum value to lien ratio of at least 3:1 based on the anticipated final lots values as provided in a third-party appraisal for PID Bonds issued for the construction of Major Improvements and phased PID Bonds for phases beginning after Phase I;

(ii) a minimum value to lien ratio of at least 2:1 based on the anticipated final lots values as provided in a third-party appraisal for PID Bonds issued for the construction of Authorized Improvements benefitting only Phase I of the Development, which may include a pro-rata portion of the Major Improvements benefitting such phase;

(iii) a maximum tax rate equivalent of the Assessments for parcels within the PID, after the TIRZ credit is applied, shall be no greater than 1.25 per \$100 assessed value (which maximum total tax rate equivalent shall be measured based on the estimated build out value of the applicable parcel) (the "Maximum Effective PID Tax Rate"); and

(iv) a maximum maturity of 35 years for any PID Bonds.

8.2 Non-Bank Qualified Debt.

(a) In any calendar year in which PID Bonds are issued, the Developer agrees to pay the City additional costs occurring solely from the difference in interest cost ("Additional Costs") the City may incur in the issuance of City obligations (the "City Obligations") as described in this Section if the City Obligations are deemed not to qualify for the designation of "qualified tax-exempt obligations" ("QTEO") as defined in section 265(b)(3) of the Internal Revenue Code of 1986, as amended, as a result of the issuance of PID Bonds by the City in any given year. The City agrees to deposit all funds for the payment of such Additional Costs received under this Section into a segregated account of the City, and such funds shall remain separate and apart from all other funds and accounts of the City until December 31 of the calendar year in which the PID Bonds are

issued, at which time the City is authorized to utilize such funds for any purpose permitted by law. Additionally, the City will provide the Developer on an annual basis no later than December 15th each year the projected amount of City Obligations to be issued in the upcoming year based on its annual budget process.

(b) In the event the City issues PID Bonds prior to the issuance of City Obligations, the City, with assistance from its Financial Advisor, shall calculate the estimated Additional Costs based on the market conditions as they exist approximately forty-five (45) days prior using independent third party public pricing information to the date of the pricing of the PID Bonds (the “Estimated Additional Costs”), the City shall provide a written invoice to the Developer, and the Developer shall have 10 days to review and provide input on the calculation to the City. The Developer shall pay such Estimated Additional Costs to the City on or before the earlier of (i) ten (10) business days after the date of the City’s invoice or (ii) fifteen (15) business days prior to pricing the PID Bonds. The City shall not be required to price or sell any issue of PID Bonds until the Developer has paid to the City the Estimated Additional Costs related to the PID Bonds then being issued. The Estimated Additional Costs are an estimate of the increased cost to the City to issue its City Obligations as non-QTEO. Upon the City’s approval of the City Obligations, the City’s Financial Advisor shall calculate the actual Additional Costs to the City of issuing its City Obligations as non-QTEO (the “Actual Increased Costs”). The City will, within five (5) business days of the issuance of the City Obligations, notify the Developer of the Actual Increased Costs. In the event the Actual Increased Costs are less than the Estimated Additional Costs, the City will refund to the Developer the difference between the Actual Increased Costs and the Estimated Additional Costs within ten (10) business days of the date of the City’s notice to the Developer of the Actual Increased Costs. If the Actual Increased Costs are more than the Estimated Additional Costs, the Developer will pay to the City the difference between the Actual Increased Costs and the Estimated Additional Costs within ten (10) business days of the date of the City’s notice to the Developer of the Actual Increased Costs. If the Developer does not pay the City the difference between the Actual Increased Costs and the Estimated Additional Costs within ten (10) business days of the date of the City’s notice to the Developer of the Actual Increased Costs, the Developer shall not be paid any reimbursement amounts under any Reimbursement Agreement(s) related to the PID or the Development until such payment is made in full.

(c) In the event the City issues City Obligations prior to the issuance of PID Bonds, the City’s Financial Advisor shall calculate the estimated Additional Costs based on the market conditions as they exist approximately forty-five (45) days prior to the date of the pricing using independent third party public pricing information of the City Obligations (the “Estimated Additional City Obligation Costs”), the City shall provide a written invoice to the Developer, and the Developer shall have 10 days to review and provide input on the calculation to the City. The Developer shall pay such Estimated Additional City Obligation Costs to the City at least fifteen (15) days prior to pricing the City Obligations. If the Developer has not paid the Estimated Additional City Obligation Costs to the City by the required time, the City, at its option, may elect to designate such City Obligations as QTEO, and the City shall not be required to issue any PID Bonds in such calendar year. The Estimated Additional City Obligation Costs are an estimate of the increased cost to the City to issue its City Obligations as non-QTEO. Upon the City’s approval of the City Obligations, the City’s Financial Advisor shall calculate the actual Additional Costs to the City of issuing its City Obligations as non-QTEO (the “Actual Increased City Obligation Costs”). The City will, within five (5) business days of the issuance of the City Obligations, notify the Developer of the Actual Increased

City Obligation Costs. In the event the Actual Increased City Obligation Costs are less than the Estimated Additional City Obligation Costs, the City will refund to the Developer the difference between the Actual Increased City Obligation Costs and the Estimated Additional City Obligation Costs within ten (10) business days of the date of the City's notice to the Developer of the Actual Increased City Obligation Costs. If the Actual Increased City Obligation Costs are more than the Estimated Additional City Obligation Costs, the Developer will pay to the City the difference between the Actual Increased City Obligation Costs and the Estimated Additional City Obligation Costs within ten (10) business days of the date of the City's notice to the Developer of the Actual Increased City Obligation Costs. If the Developer does not pay the City the difference between the Actual Increased City Obligation Costs and the Estimated Additional City Obligation Costs within ten (10) business days of the date of the City's notice to the Developer of the Actual Increased City Obligation Costs, the Developer shall not be paid any reimbursement amounts under any Reimbursement Agreement(s) related to the PID or the Development until such payment is made in full.

(d) To the extent any developer(s) or the Developer(s) (including the Developer, as applicable) has (have) paid Additional Costs for any particular calendar year, any such Additional Costs paid subsequently by a developer or Developer(s) (including the Developer, as applicable) to the City applicable to the same calendar year shall be reimbursed by the City to the developer(s) or Developer(s) (including the Developer, as applicable) as necessary so as to put all developers and the Developer so paying for the same calendar year in the proportion set forth in subsection (e), below, said reimbursement to be made by the City within ten (10) business days after its receipt of such subsequent payments of such Additional Costs.

(e) The City shall charge Additional Costs attributable to any other developer or the Developer on whose behalf the City has issued debt in the same manner as described in this Section 4.05, and the Developer shall only be liable for its portion of the Additional Costs under this provision, and if any Additional Costs in excess of the Developer's portion had already been paid to the City under this provision, then such excess of Additional Costs shall be reimbursed to the Developer. The portion owed by the Developer shall be determined by dividing the total bond proceeds from any debt issued on behalf of the Developer in such calendar year by the total bond proceeds from any debt issued by the City on behalf of the Developer and all other developers in the applicable year.

ARTICLE IX

PAYMENT OF AUTHORIZED IMPROVEMENTS

9.1 Improvement Account of the Project Fund. On the date of issuance of any PID Bonds, the City shall establish the Improvement Account of the Project Fund in accordance with the applicable Bond Indenture. Any Improvement Account of the Project Fund shall be maintained as provided in the Bond Indenture and shall not be commingled with any other funds of the City. Any Improvement Account of the Project Fund shall be administered and controlled (including signatory authority) by the City, or the trustee bank for the PID Bonds, and funds in the Improvement Account of the Project Fund shall be deposited and disbursed in accordance with the terms of the Bond Indenture. In the event of any conflict between the terms of this Agreement and the terms of the Bond Indenture relative to deposit and/or disbursement, the terms of the Bond Indenture shall control.

9.2 Cost Overrun. In advance of the Developer letting a contract for the Authorized Improvements, the City shall confirm that the cost for construction of such Authorized Improvements is generally consistent with the Budgeted Costs provided on Exhibit C, as amended from time to time pursuant to this Agreement. If the total cost of an Authorized Improvements (or segment or section thereof) exceeds the Budgeted Cost for such Authorized Improvement (or segment or section thereof) (a “Cost Overrun”), the Developer shall be solely responsible for the remainder of the Authorized Improvements Costs (or segment or section thereof), except as provided for in Section 8.3 below.

9.3 Cost Underrun. If, upon the completion of construction of an Authorized Improvement (or segment or section thereof) and payment or reimbursement for such Authorized Improvement, there are Cost Underruns, any remaining Budgeted Cost(s) may be available to pay Cost Overruns on any other Authorized Improvement with the approval of the City Manager and provided that all Authorized Improvements as set forth in the Service and Assessment Plan are undertaken at least in part. The elimination of a category of Authorized Improvements in the Service and Assessment Plan will require an amendment to the SAP. Prior to completion of all of the Authorized Improvements within an improvement category, as listed in the applicable SAP and the applicable PID phase, ten percent (10%) of funds available from an improvement category may be used as Cost Underruns and applied to another improvement category. If, upon completion of the Authorized Improvements in any improvement category, there are funds remaining in any improvement categories, those funds can then be used to reimburse the Developer for any qualifying costs of the Authorized Improvements that have not been previously paid.

9.4 Remainder of Funds in the Improvement Account of the Project Fund. If funds remain in the Improvement Account of the Project Fund created under the Bond Indenture after the completion of all Authorized Improvements and the payment of all Authorized Improvement Costs as provided for in the Bond Indenture, then such funds thereafter shall be the exclusive property of the City and shall be used by the City as provided for in the Service and Assessment Plan, the Bond Indenture, or any other applicable use to the Property as provided by law.

9.5 Payment Process for Authorized Improvements.

(a) The City shall authorize reimbursement of the Authorized Improvement Costs from PID Bond proceeds. The Developer shall submit a Certification for Payment Form to the City (no more frequently than monthly) for Authorized Improvement Costs including a completed segment, section or portion of an Authorized Improvement, as approved by the City. The Certification for Payment Form is set forth in Exhibit H, as may be modified by the Indenture or a Reimbursement Agreement, if applicable. The City shall review the sufficiency of each Certification for Payment Form (each, a “Payment Certificate”) with respect to compliance with this Agreement, compliance with City Regulations, and compliance with the SAP. The City shall review each Payment Certificate within fifteen (15) business days of receipt thereof and upon approval, certify the Payment Certificate pursuant to the provisions of the Indenture or Reimbursement Agreement, if applicable, and payment shall be made to the Developer or its designee pursuant to the terms of the Indenture or Reimbursement Agreement, if applicable, provided that funds are available under the Indenture or Reimbursement Agreement. If a Payment Certificate is approved only in part, the City shall specify the extent to which the Payment Certificate is approved and payment for such partially approved Payment Certificate shall be made

to the Developer pursuant to the terms of the Indenture or Reimbursement Agreement, as applicable, provided that funds are available under the Indenture or Reimbursement Agreement.

(b) If the City requires additional documentation, timely disapproves or questions the correctness or authenticity of the Payment Certificate, the City shall deliver a detailed notice to the Developer within ten (10) business days of receipt thereof, then payment with respect to disputed portion(s) of the Payment Certificate shall not be made until the Developer and the City have jointly settled such dispute or additional information has been provided to the City's reasonable satisfaction.

(c) Except as modified with respect to Cost Underruns and Cost Overruns as provided in Section 9.2 and 9.3, the City shall reimburse the lesser of: (i) the Budgeted Costs as set forth in **Exhibit C** and the SAP and (ii) the Authorized Improvement Costs, from funds available pursuant to the Indenture.

(d) Reimbursement to the Developer and the City for Administrative Expenses relating to the creation of each PID, the levy of Assessments and issuance of PID Bonds may be distributed at closing of the PID Bonds pursuant to a Closing Disbursement Request, in the form attached as **Exhibit I**.

ARTICLE X

TIRZ

10.1 **Tax Increment Reinvestment Zone**. Prior to the issuance of the first series of PID Bonds, the City, subject to the consent and approval of the City Council, will consider creation of a TIRZ coterminous with the boundary lines of the PID as described in this Section. Developer has requested that the TIRZ provide tax increment revenue generated from the TIRZ as follows: (i) twenty eight and one half percent (28.5%) of the ad valorem tax increment generated by the TIRZ for a period of up forty (40) years, or until the last series of PID Bonds for which an Assessment has been levied has matured or is no longer outstanding, whichever comes first,, which will be collected by the City in accordance with the TIRZ Project and Finance Plan. The Developer shall pursue, and the City shall use its best efforts to support, participation by Caldwell County in the TIRZ up to 27.5% of its applicable tax rate. The City shall consider execution of any necessary documents to effectuate Caldwell County's participation in the TIRZ to the extent Caldwell County agrees to participate.

10.2 **TIRZ Fund**. In accordance with the TIRZ Project and Finance Plan, the tax increment obtained from the TIRZ shall be placed into a separate TIRZ Fund. The monies in the TIRZ Fund shall be distributed in accordance with the TIRZ Project and Finance Plan in the following order of priority: (i) first, to pay the administrative expenses for the TIRZ and (ii) second, to offset or pay the PID Assessments levied on the Property securing PID Bonds for each phase of the Development for the costs of Authorized Improvements as provided in the Service and Assessment Plan in the amount necessary to achieve the Maximum Effective PID Tax Rate.

ARTICLE XI

[RESERVED]

ARTICLE XII **ANNEXATION**

12.1 Consolidation of ETJ with Outside Property. The Parties acknowledge and agree that in order for the entirety of the Owner Property to be included within the City's ETJ for purposes of creation of the PID, the Outside Property must be brought into and located within the City's ETJ prior to creation of the PID. Therefore, Developer agrees to provide City with a petition to extend the existing ETJ to include the Outside Property into the City's ETJ. If not previously submitted, Developer shall cause such petition to be submitted by applicable owners to the City on or before the expiration of 10 days from the Effective Date of this Agreement. Developer shall be responsible for the cost of surveying the Outside Property and including the surveyed property description and map thereof with the ETJ Petition. The Petition shall be considered by the City within 30 days from the date of the receipt of the Petition.

12.2 Annexation. This Agreement constitutes the consent of Developer (and Owners, if Developer has not yet purchased the Owner Property) to the City's full purpose annexation of the Owner Property, subject to the conditions set forth in this Agreement. Developer agrees to submit, or cause the Owners to submit, one or more petitions for voluntary annexation of the Owner Property into the City in compliance with Chapter 43 of the Texas Local Government Code, as amended, which first annexation petition shall be submitted to the City within thirty days from the date that City receives approval from the PUC for expansion of the City's CCN for the In-City and Owner Property, or within 30 days from City's request that Developer submit its annexation petition, whichever event occurs first. In the event, that the entirety of the Owner Property cannot be annexed in one annexation procedure, the Developer agrees to submit a second annexation petition within 10 days from the date the City approves the first annexation ordinance, to include any remaining portion of the Owner Property not previously annexed. The Developer agrees to supply any and all instruments and/or other documentation necessary for the City to annex the Owner Property into the City's corporate limits and the Parties agree that the first annexation of the Owner Property shall be completed prior to the expiration of 90 days from the date the annexation petition is submitted to the City. The second annexation will be considered by the City for approval as soon as all statutory annexation procedures can be accommodated. Pursuant to Texas Local Government Code, Chapter 43, Subchapter C-3, or other such provisions governing land as they may then exist, the City shall initiate annexation proceedings following the receipt of the petitions for voluntary annexation of the Owner Property pursuant to this Section. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's authority to annex the Owner Property herein described. Each annexation petition shall include (i) the request for annexation, (ii) a metes and bounds description and a map of the portion of the Owner Property being annexed (including any adjoining right of way to the Owner Property not already in the city limits), and (iii) an executed Annexation Services Agreement addressing city services to the Owner Property consistent with this Agreement.

ARTICLE XIII **DEVELOPMENT**

13.1 Full Compliance with City Regulations. The City and Developer acknowledge and agree that except as expressly waived, modified or abated by this Agreement all of the City's laws,

ordinances (including, without limitation, subdivision ordinances), codes, regulations, requirements, technical construction standards/manuals, and development review procedures and processes (collectively, the “City Regulations”) in effect on the Effective Date of this Agreement, or amended from time to time as authorized in Section 13.2 and applicable to the Owner Property, shall apply to any and all development activity undertaken on the Owner Property (or any portion of the Owner Property) in connection with the Owner Property.

13.2 Notwithstanding the foregoing terms of this Article XIII, the City Regulations with respect to the following shall apply to development activity on the Owner Property, or any portion of the Owner Property, as they are enacted and/or amended by the City from time to time, so long as such amendments do not prevent development from occurring on the Owner Property in accordance with the Development Standards, zoning, and as depicted on the Concept Plan attached hereto as **Exhibit B**, and provided that in the event of any conflict between the following City Regulations and this Agreement, including the Development Standards, this Agreement and the Development Standards shall control:

(a) uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization, or local amendments to those codes enacted solely to address imminent threats of destruction of property or injury to persons, for the construction of a building or structure intended for human occupancy or habitation;

(b) municipal zoning regulations that do not affect open space or park dedication, property classification, lot size, lot dimensions, lot coverage, or building size or that do not change development permitted by a restrictive covenant required by a municipality;

(c) regulations for sexually oriented businesses;

(d) fees imposed in conjunction with development permits, so long as such fees are charged in a similar manner to all similar developments within the City;

(e) regulations for utility connections;

(f) regulations to prevent imminent destruction of property or injury to persons from flooding that are effective only within a flood plain established by a federal flood control program and enacted to prevent the flooding of buildings intended for public occupancy;

(g) construction standards for public works located on public lands or easements; and

(h) regulations to prevent the imminent destruction of property or injury to persons so long as the regulations do not:

(i) affect open space or park dedication, lot size, lot dimensions, lot coverage, building size, residential or commercial density, or the timing of a Development; or

(ii) change development permitted by a restrictive covenant required by a municipality.

- (i) sign regulations;

13.3 Development in Compliance with Concept Plan and Development Standards. Development and use of the Owner Property, including, without limitation, the construction, installation, maintenance, repair, and replacement of all buildings and all other improvements and facilities of any kind whatsoever on and within the Owner Property, shall be in compliance with the Concept Plan, attached as Exhibit B, and the Development Standards attached as Exhibit E, respectively, and applicable City Regulations, except as modified by Exhibit E. The Development Standards shall be applicable within the Owner Property. To the extent that any of the Development Standards conflict with City of Lockhart Ordinances, the Development Standards shall control. All development activity undertaken on the Owner Property shall comply with this Agreement, the Concept Plan, all attachments hereto, and with all City zoning, subdivision and construction codes and requirements, except as modified by Exhibit E.

13.4 Vested Rights. This Agreement shall constitute a “permit” under Chapter 245 of the Texas Local Government Code that is deemed filed with the City on the Effective Date. The Developer does not, by entering into this Agreement, waive any rights or obligations arising under Chapter 245 of the Texas Local Government Code during the term of this Agreement. Provided however, because certain variances and waivers to the City’s Code of Ordinances are implemented by this Agreement, which variances and waivers the City would not agree to without assurances that the Development would be constructed in accordance with this Agreement, Developer acknowledges and agrees that upon expiration or termination of this Agreement, all rights under Chapter 245 with regard to the Project shall terminate.

13.5 Property Acquisition. The Parties acknowledge that the Developer may be required to acquire certain off-site property rights and interests to allow certain Authorized Improvements to be constructed to serve the Property. Developer shall use commercially reasonable efforts to obtain all third-party rights-of-way, consents, or easements, if any, needed to construct the off-site improvements. If, however, Developer is unable to obtain such third-party rights-of-way, consents, or easements within 90 days of commencing efforts to obtain the needed rights-of-way, consents, or easements, then, as a condition to requiring the Developer to construct off-site improvements, the City, in its sole discretion, may take reasonable steps to secure same through the use of the City’s power of eminent domain. If the City takes such eminent domain action, the Developer shall fund all reasonable and necessary legal proceeding/litigation costs, compensation awards by courts or negotiated amounts for the condemned property interest, attorneys’ fees, appraiser and expert witness fees, interest, court costs, mediation fees, deposition costs, copy charges, courier fees, postage and taxable court costs (collectively, “Eminent Domain Fees”) paid or incurred by the City in the exercise of its eminent domain powers that for any reason are not funded by the proceeds of PID Bonds, if PID Bonds are issued, or Assessments and shall escrow with a mutually agreed upon escrow agent the City’s reasonably estimated Eminent Domain Fees both in advance of the initiations of each eminent domain proceeding and as funds are needed by the City. If the escrow fund remains appropriately funded in accordance with this Agreement and in accordance with the City’s discretionary governmental powers, the City will use all reasonable efforts to expedite such condemnation procedures so that the Authorized Improvements can be constructed as soon as reasonably practicable. If the Eminent Domain Fees exceed the amount of funds escrowed in accordance with this paragraph, Developer shall deposit additional funds as requested by the City into the escrow account within 10 days after written Notice from the City. Any unused escrow

funds will be refunded to Developer within 30 days after any condemnation award or settlement becomes final and non-appealable. Nothing in this subsection is intended to constitute a delegation of the police powers or governmental authority of the City, and the City reserves the right, at all times, to control its proceedings in eminent domain.

To the extent Eminent Domain Fees are paid by the Developer, the Developer may seek reimbursement of any or all eligible Eminent Domain Fees from PID Bonds, or if PID Bonds are not issued, Assessments.

13.6 Zoning of the Property. Currently, the In-City Property is zoned, and the Owner Property is not zoned. The Parties agree that the Concept Plan attached hereto as **Exhibit B**, the Development Standards attached hereto as **Exhibit E**, together with the City Regulations, and the applicable provisions of this Agreement memorialize the plan for development of the Owner Property. The City shall consider zoning the Owner Property as a new PDD - Planned Development District consistent with the Concept Plan attached hereto as **Exhibit B**, the Development Standards attached hereto as **Exhibit E**, and the applicable provisions of this Agreement. Through this Agreement, the Developer expressly consents and agrees to the zoning of the Owner Property consistent with and as contemplated by this Section. The City will require the Developer to submit a formal zoning application in order to proceed with zoning the Owner Property as contemplated by this Section.

13.7 Conflicts. In the event of any conflict between this Agreement and any City Regulations, this Agreement, including any exhibit or attachment, shall control. Provided however, that in the event that the Bond Indenture contains requirements that differ from this Agreement (other than the terms specifically agreed to in this Agreement regarding the payment processes), then the Bond Indenture, shall control. In the event of a conflict between the Agreement and any exhibits to this Agreement the text of the Agreement controls over the Exhibits, except for **Exhibit E**. In the event of a conflict between the Concept Plan and the Development Standards attached as **Exhibit E**, the Development Standards shall control. Conflicts between this Agreement and the City Regulations shall occur only in accordance with rights or obligation expressly set out in this Agreement.

13.8 Concept Plan. The City's approval of the Concept Plan herein constitutes the acknowledgement that the development of the Owner Property is consistent with the City's Comprehensive Plan, as amended. Such approval does not constitute the City's agreement that any specific portion of the Development depicted within **Exhibit B** conforms to the City Regulations, as same may be modified by this Agreement. No specific development contemplated by, or indicated on, the Concept Plan may be undertaken or commenced unless and until the City has approved subsequent development permits such as site plan approval and subdivision approval in accordance with the procedures set forth in the City Regulations. Any lots depicted on the Concept Plan are conceptual and shall remain conceptual until the lots are approved by plat. The City's Subdivision Ordinance, except as expressly modified in **Exhibit E**, attached hereto, shall control the configuration, location and concentration of lots within the Owner Property and approval of the configuration, location and concentration of the lots will occur within the City's ordinary process for subdivision and plat approval, except as provided herein with respect to Minor Modifications and Major Modifications. The City shall approve plats, site plans, and other

approvals in accordance with Texas Local Government Code Section 212.009 and the City Regulations.

The Developer and the City shall work together to create a program to facilitate timely and complete application submittals by Developer and expedited review of same by the City.

Developer must submit any proposed change to the Concept Plan or **Exhibit E**, Development Standards, to the City for approval. If the change is a Minor Modification, as such term is defined in this Agreement, then approval or denial shall be given by the City Manager within ten (10) business days after the request of the Developer. If the change is not a Minor Modification, then approval of such change is considered a major modification (“**Major Modification**”). Approval of a Major Modification or a Minor Modification, if such Minor Modification is not approved by the City Manager within ten (10) business days after the Developer’s request, must be sought in accordance with the procedures, processes and provisions of the City Regulations. Any land use related changes to the Concept Plan or **Exhibit E**, Development Standards, shall require an amendment to this Agreement, if a PD Ordinance is not in effect, and a zoning amendment if the PD Ordinance is in effect, at the time of the requested change.

Any amendment approved by the City to the Concept Plan, shall be considered an amendment to this Agreement and shall replace the attached Concept Plan and become part of this Agreement. Developer is responsible for providing City updated copies of any modified or amended Concept Plan. Any subsequent development application for approval of a site plan or final plat, that differs from the terms of this Agreement if approved by the City, shall automatically amend this Agreement. The City Manager may administratively approve any amendments to the Concept Plan that the City Manager deems in his or her reasonable discretion to be minor in nature. Minor modifications shall be limited to the following (collectively “**Minor Modifications**”):

(a) adjustments of no more than 100 feet to the location or configuration of roadways, sidewalks, utilities, parking areas, buildings, landscape features, (including plants and trees) ponds and any other improvements depicted on any Concept Plan;

(b) adjustments of no more than ten percent (10%) of building square footage of any individual building to be constructed within the Owner Property, as compared to such building’s initial square footage shown on any Concept Plan or described herein; provided no such change may be administratively approved if the change would cause a Parcel within the Owner Property to exceed the limitations on impervious cover, density, height, floor area, or an increase in the number of LUEs above 2372;

(c) adjustments of no more than twenty percent (10%) of the total square footage of all landscape areas, within a Parcel, provided no such change may be administratively approved if the change would cause a Parcel within the Development, to exceed the limitations on impervious cover or LUEs in this Agreement or the Development Standards;

(d) adjustments of no more than ten percent (10%) of the number of parking spaces or square footage of parking areas as shown on any Concept Plan provided no such change may be administratively approved if the change would cause a Parcel within the Development to exceed the limitations on impervious cover, the maximum or minimum number of parking spaces

expressly stated herein, or the limitation on LUEs, specified in this Agreement or the Development Standards; and

(e) any modification approved in a plat approved by the City including but not limited to (i) changes to the lot configuration; (ii) adjustments to the number of lots in the overall Development so long as the lot being changed is from a smaller lot to a larger lot; (iii) changes to a local street alignment less than 50 feet; (iv) changes to utility or access easements less than 50 feet; (v) changes to street layouts in any phase; or (vi) adjustments that result in an increase in the amount of parkland or open space not more than five percent (5%) of the gross site acreage.

ARTICLE XIV **DEVELOPMENT PROCESS AND CHARGES**

14.1 Development Fees. Except as otherwise provided herein, Development of any portion of the Owner Property shall be subject to payment to the City of the applicable fees, in existence at the time an application is submitted to the City for review according to the City Regulations in effect at the time of the application, including without limitation Impact Fees (provided that certain credits to Impact Fees may be provided as described in this Agreement), tap fees, permit fees, site development fees, building permit fees, review and inspection fees and any other like charges. The fee schedule applicable to the Owner Property shall be uniformly applicable to all development within the corporate limits of the City.

14.2 Building Codes, Fire Codes and Building Materials. As consideration for the City's levying of Assessments that Developer has requested, the Parties agree that the City-adopted building codes and local amendments as subsequently amended, from time to time, the City-adopted fire codes and local amendments as subsequently amended from time to time, and the City's building material regulations, architectural standards and lighting standards, together with the architectural standards and building material standards as set out in **Exhibit E**, and as otherwise required in the City Regulations shall apply to the Owner Property, despite Texas Government Code Chapter 3000, effective September 1, 2019, as it presently exists or may be subsequently amended.

14.3 Inspection Fees. Development of the Owner Property shall be subject to the payment to the City of inspection fees (the "Inspection Fees"), according to the fee schedule adopted by the City Council and amended from time to time.

14.4 Park Development and Waiver of Park Fees. Developer agrees to construct such parks, open space, and other recreational facilities as shown on the Parks Exhibit attached hereto as **Exhibit B2** and upon construction of same, the City waives, relinquishes, and releases any right it might have under a current or future City Regulation or state law to: (1) assess, levy, or collect fees for parks, recreation, and open space facilities and purposes in connection with the development of the Owner Property; and (2) require one or more dedications of land for such purposes in lieu of assessing, levying, and collecting such fees for park recreation, and open space facilities.

14.5 Impact Fees. Except as otherwise provided herein, all Impact Fees associated with the Owner Property due and owing from time to time pursuant to City Regulations, shall be

assessed and paid in accordance with the requirements of Chapter 395 of the Local Government Code and the City Impact Fee Ordinance. The Developer shall be responsible for the cost of design and construction of all Authorized Improvements, to the extent such Authorized Improvements are necessitated by and attributable to the development of the Owner Property. The Developer shall be entitled to a credit against Impact Fees for on-site or off-site public improvements for eligible water, wastewater, roads and associated facilities that are not otherwise funded from PID bond proceeds and are not otherwise necessitated by and attributable to the development of the Owner Property.

14.6 INDEMNIFICATION AND HOLD HARMLESS. THE DEVELOPER AND ITS SUCCESSORS AND ASSIGNS SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICIALS, EMPLOYEES, OFFICERS, REPRESENTATIVES AND AGENTS (EACH AN "INDEMNIFIED PARTY"), FROM AND AGAINST ALL ACTIONS, DAMAGES, CLAIMS, LOSSES OR EXPENSE OF EVERY TYPE AND DESCRIPTION TO WHICH THEY MAY BE SUBJECTED OR PUT: (I) BY REASON OF, OR RESULTING FROM THE BREACH OF ANY PROVISION OF THIS AGREEMENT BY THE DEVELOPER; (II) THE NEGLIGENT DESIGN, ENGINEERING AND/OR CONSTRUCTION BY THE DEVELOPER OR ANY ARCHITECT, ENGINEER OR CONTRACTOR HIRED BY THE DEVELOPER OF ANY OF THE AUTHORIZED IMPROVEMENTS ACQUIRED FROM THE DEVELOPER HEREUNDER; (III) THE DEVELOPER'S NONPAYMENT UNDER CONTRACTS BETWEEN THE DEVELOPER AND ITS CONSULTANTS, ENGINEERS, ADVISORS, CONTRACTORS, SUB-CONTRACTORS AND SUPPLIERS IN THE PROVISION AND/OR CONSTRUCTION OF THE AUTHORIZED IMPROVEMENTS; (IV) ANY CLAIMS OF PERSONS EMPLOYED BY THE DEVELOPER OR ITS AGENTS TO CONSTRUCT THE AUTHORIZED IMPROVEMENTS; OR (V) ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO DEVELOPER'S RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEEES, AND/OR TRUSTEES, REGARDING OR RELATED TO THE AUTHORIZED IMPROVEMENTS OR ANY AGREEMENT OR RESPONSIBILITY REGARDING THE PUBLIC INFRA-STRUCTURE, INCLUDING CLAIMS AND CAUSES OF ACTION WHICH MAY ARISE OUT OF THE PARTIAL NEGLIGENCE OF AN INDEMNIFIED PARTY (THE "CLAIMS"). NOTWITHSTANDING THE FOREGOING, NO INDEMNIFICATION IS GIVEN HEREUNDER FOR ANY ACTION, DAMAGE, CLAIM, LOSS OR EXPENSE DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE DIRECTLY ATTRIBUTABLE TO THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF ANY INDEMNIFIED PARTY. DEVELOPER IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS, AND CITY IS REQUIRED TO REASONABLY COOPERATE AND ASSIST DEVELOPER IN PROVIDING SUCH DEFENSE.

IN ITS REASONABLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY DEVELOPER IN FULFILLING ITS OBLIGATIONS HEREUNDER TO DEFEND AND INDEMNIFY THE INDEMNIFIED PARTIES, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. THE INDEMNIFIED PARTIES RESERVE THE RIGHT TO PROVIDE A PORTION OR ALL OF THEIR/ITS OWN DEFENSE, AT THEIR/ITS SOLE COST;

HOWEVER, INDEMNIFIED PARTIES ARE UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY AN INDEMNIFIED PARTY IS NOT TO BE CONSTRUED AS A WAIVER OF DEVELOPER'S OBLIGATION TO DEFEND INDEMNIFIED PARTIES OR AS A WAIVER OF DEVELOPER'S OBLIGATION TO INDEMNIFY INDEMNIFIED PARTIES PURSUANT TO THIS AGREEMENT. DEVELOPER SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN BUSINESS DAYS OF WRITTEN NOTICE FROM AN INDEMNIFIED PARTY THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF DEVELOPER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, INDEMNIFIED PARTIES SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON THEIR OWN BEHALF, AND DEVELOPER SHALL BE JOINTLY AND SEVERALLY LIABLE FOR ALL REASONABLE COSTS INCURRED BY INDEMNIFIED PARTIES.

THIS SECTION 14.6 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

THE PARTIES AGREE AND STIPULATE THAT THIS INDEMNIFICATION COMPLIES WITH THE CONSPICUOUSNESS REQUIREMENT AND THE EXPRESS NEGLIGENCE TEST AND IS VALID AND ENFORCEABLE AGAINST THE DEVELOPER.

14.7 DEVELOPER'S ACKNOWLEDGEMENT OF THE CITY'S COMPLIANCE WITH FEDERAL AND STATE CONSTITUTIONS, STATUTES AND CASE LAW AND FEDERAL, STATE AND LOCAL ORDINANCES, RULES AND REGULATIONS/ DEVELOPER'S WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS IMPOSED BY THIS AGREEMENT.

(A) THE DEVELOPER ACKNOWLEDGES AND AGREES THAT:

(I) THE PUBLIC INFRASTRUCTURE TO BE CONSTRUCTED UNDER THIS AGREEMENT, AND THE FEES TO BE IMPOSED BY THE CITY PURSUANT TO THIS AGREEMENT, REGARDING THE PROPERTY, IN WHOLE OR IN PART, DO NOT CONSTITUTE A:

- (a) TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTION;**
- (b) VIOLATION OF THE TEXAS LOCAL GOVERNMENT CODE, AS IT EXISTS OR MAY BE AMENDED; AND/OR**
- (c) NUISANCE.**

(II) ASSUMING NO DEFAULTS UNDER THIS AGREEMENT, THE AMOUNT OF THE DEVELOPER'S FINANCIAL AND INFRASTRUCTURE CONTRIBUTION FOR THE PUBLIC INFRASTRUCTURE IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT THE DEVELOPER'S ANTICIPATED IMPROVEMENTS AND DEVELOPER'S DEVELOPMENT PLACES ON THE CITY'S INFRASTRUCTURE.

(III) ASSUMING NO DEFAULTS UNDER THIS AGREEMENT, THE DEVELOPER HEREBY AGREES AND ACKNOWLEDGES, WITHOUT WAIVING CLAIMS RELATED SOLELY TO EXACTIONS NOT CONTEMPLATED BY THIS AGREEMENT, THAT: (A) ANY PROPERTY WHICH IT CONVEYS TO THE CITY OR ACQUIRES FOR THE CITY PURSUANT TO THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE BENEFIT RECEIVED BY THE DEVELOPER FOR SUCH LAND, AND THE DEVELOPER HEREBY WAIVES ANY CLAIM THEREFOR THAT IT MAY HAVE; AND (B) ALL PREREQUISITES TO SUCH DETERMINATION OF ROUGH PROPORTIONALITY HAVE BEEN MET, AND ANY VALUE RECEIVED BY THE CITY RELATIVE TO SAID CONVEYANCE IS RELATED BOTH IN NATURE AND EXTENT TO THE IMPACT OF THE DEVELOPMENT OF THE PROPERTY ON THE CITY'S INFRASTRUCTURE. ASSUMING NO DEFAULTS UNDER THIS AGREEMENT, THE DEVELOPER FURTHER AGREES TO WAIVE AND RELEASE ALL CLAIMS IT MAY HAVE AGAINST THE CITY UNDER THIS AGREEMENT RELATED TO ANY AND ALL: (A) CLAIMS OR CAUSES OF ACTION BASED ON ILLEGAL OR EXCESSIVE EXACTIONS; AND (B) ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY THE UNITED STATES SUPREME COURT IN *DOLAN V. CITY OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY, AS WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN DEVELOPMENT CONDITIONS AND THE DEVELOPMENTED IMPACT OF THE PUBLIC INFRASTRUCTURE.

(B) SECTION 14.6 AND 14.7 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

14.8 Inspections and Permitting. The City shall have a right to inspect, as authorized or required by City Regulations, the construction of all structures, Authorized Improvements, Public Improvements and any infrastructure improvements necessary to support the proposed development within the Property, including water, sewer, drainage, streets, park facilities, electrical, and street lights and signs. The City's inspections shall not release the Developer from its responsibility to construct, or ensure the construction of, adequate Authorized Improvements/Public Improvements and infrastructure in accordance with approved engineering plans, construction plans, and other approved plans related to development of the Property. The City shall be the beneficiary of the required two-year maintenance bond the Developer shall provide for all Authorized Improvements. Except as otherwise provided in this Agreement, if the City finds that such improvements have been completed in accordance with the final plats and specifications approved by the City (or any modifications thereof approved by the City), and in accordance with all other applicable laws and City Regulations, the City shall accept the same whereupon ownership of such improvements shall be transferred to the City and be operated and maintained by the City at its sole expense other than those improvements that the HOA and/or POA are obligated to maintain as set forth in Article VI of this Agreement and other than the stormwater ponds or detention ponds located on the Owner Property which may be owned by the City but shall be maintained by the HOA/POA.

14.9 Temporary Street Closures. To the extent reasonably requested by the Developer in connection with the construction of the Authorized Improvements, the City shall grant and issue to the Developer all necessary permits to authorize temporary closures of, and shall grant and issue to the Developer all necessary permits to make cuts or other perforations in, demolish and excavate all or portions of any street, alley or other public right-of-way that is under reasonable control of the City and that is contained in whole or in part within the Property or that abuts any portion of the Property; provided however, all such actions are subject to the City's obligations to preserve and protect public health, safety, and welfare.

14.10 Joint Cooperation. During the planning, design, development and construction of the private improvements and the Authorized Improvements on the Property, the Parties agree to cooperate and coordinate with each other, and to assign appropriate, qualified personnel to this Development. The City will make reasonable efforts to accommodate urgent or emergency requests during construction. In order to facilitate a timely review process, the Developer shall cause the architect, engineer and other design professionals to attend City meetings if requested by the City.

ARTICLE XV

TERM

The term of this Agreement shall be for a period of thirty (30) years from the Effective Date (the "Term"). If allowed by law, the Parties may extend the term of this Agreement beyond the Term, if they execute an amendment in writing. Notwithstanding anything to the contrary in this Agreement, this Agreement shall terminate and shall be of no further force or effect, if (A) the Developer has not purchased the Owner Property on or before December 31, 2024, which date may be extended up to an additional sixty (60) days upon written agreement of the Parties; or (B) (i) the Developer has not petitioned the City for annexation of the Owner Property, including the Outside Property on or before December 31, 2025, or (ii) Developer has not submitted a zoning application for a PD on or before Jan 30, 2026; and/or (ii) the Developer has not submitted an petition for creation of a PID or (C) this Agreement is terminated pursuant to the provisions of Section 7.2(b).

If this Agreement is terminated in accordance with the preceding provisions or pursuant to the provisions of Section 7.2(b), through no fault of the Developer, and the Owner Property has been annexed into the City, the City shall consider disannexation of the Owner Property if the Developer or Owner petitions for disannexation. Once PID bonds are issued, disannexation shall not be applicable to the Owner Property.

ARTICLE XVI

EVENTS OF DEFAULT; REMEDIES

16.1 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given in writing (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the nature of the alleged failure, but in no event more than thirty (30) days (or any longer time period to the extent expressly stated in this Agreement as relates to a specific failure to perform) after

written notice of the alleged failure has been given except as relates to a type of default for which a different time period is expressly set forth in this Agreement). Notwithstanding the foregoing, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. Notwithstanding the foregoing, however, a Party shall be in default of its obligation to make any payment required under this Agreement if such payment is not made within twenty (20) business days after it is due.

16.2 Remedies. Except as otherwise expressly set out in this Agreement related to the right of termination, as compensation for the other party's default, an aggrieved Party is limited to seeking specific performance of the other party's obligations under this Agreement. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL ENTITLE THE AGGRIEVED PARTY TO TERMINATE THIS AGREEMENT AND PREVENT THE DEVELOPER OR THE CITY FROM RECEIVING ANY REIMBURSEMENTS OR PAYMENTS DUE AND OWED TO THE DEVELOPER OR THE CITY UNDER THIS AGREEMENT, ANY REIMBURSEMENT AGREEMENT, OR TIRZ AGREEMENT.

ARTICLE XVII

ASSIGNMENT AND ENCUMBRANCE

17.1 Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties. No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment unless the City approves the release in writing. The Developer and any Assignee have the right (from time to time) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the Developer under this Agreement to any person or entity (an "Assignee") (a) without City consent, but with Notice to the City, if (i) the Assignee is or will become an owner of any portion of the Property or (ii) the Assignee is a lienholder or an Affiliate or related entity of Developer; or (b) with the City Manager's prior written consent (which consent shall not be unreasonably withheld if the Assignee demonstrates financial ability to perform to the City Manager's reasonable satisfaction), if to any other person or entity. If the City Manager fails to provide the Developer or Assignee with a written objection to an assignment request within thirty (30) days of receiving a request pursuant to clause (b), then the assignment shall be automatically deemed approved by the City. Developer shall maintain written records of all assignments made by Developer to Assignees, including a copy of each executed assignment and, upon written request from any Party or Assignee, shall provide a copy of such records to the requesting person or entity, and this obligation shall survive the assigning Party's sale, assignment, transfer, or other conveyance of any interest in this Agreement or the Property.

Any receivables due under this Agreement, any construction funding agreement, any Reimbursement Agreement (pursuant to Section 372.023(d-1) of the Texas Local Government Code), or any TIRZ agreement may be assigned by Developer without the consent of, but upon written Notice to the City in accordance with Section 19.2 of this Agreement and as allowed. Developer may also collaterally assign the PID and or TIRZ receivables as collateral for any

development loan, and Developer may execute such documents and contracts as necessary to effectuate such loans or financings, without the consent of or notice , to the City.

17.2 Assignment by the City. The City shall not assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the City under this Agreement, without the prior written approval of Developer. Provided however, that this language does not apply to any real property interest which the City may have within the Development.

17.3 Encumbrance by Developer and Assignees. Developer and Assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of (a) their respective lenders without the consent of or notice to the City, and (b) to any person or entity with the City Manager's prior written consent (which consent shall not be unreasonably withheld, conditioned, or delayed). If the City Manager fails to provide the Developer or Assignee with a reasonable written objection to a collateral assignment request within thirty (30) days of receiving such request, then the collateral assignment shall be automatically deemed approved by the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including Notice information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time, but no more than 180 days, to do so in addition to the cure periods otherwise provided to the defaulting Party by this Agreement; and the City agrees to accept a cure, not to be unreasonably withheld, offered by the lender as if offered by the defaulting Party. A lender is not a party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor Developer through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

17.4 Encumbrance by City. The City shall not collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of its rights, title, or interest under this Agreement without Developer's prior written consent. Provided however, that this section shall not apply to any real property interests which the City may have in the Development.

17.5 Assignees as Parties. An Assignee authorized in accordance with this Agreement and for which notice of assignment has been provided in accordance with this Agreement shall be considered a "Party" for the purposes of this Agreement. Any person or entity upon becoming an owner of land or upon obtaining an ownership interest (but not including End Buyer) in any part of the Property shall have all of the obligations and rights of the Developer as set forth in this Agreement and all related documents to the extent of said ownership or ownership interest. From and after such assignment, the City agrees to look solely to the Assignee for the performance of all obligations assigned to the Assignee and agrees that Developer shall be released from

subsequently performing the assigned obligations and from any liability that results from the Assignee's failure to perform the assigned obligations.

17.6 No Third-Party Beneficiaries. Subject to Section 17.1 of this Agreement, this Agreement only inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

17.7 Notice of Assignment. Subject to Section 17.1 of this Agreement, the following requirements shall apply in the event that the Developer sells, assigns, transfers, or otherwise conveys the Property or any part thereof and/or any of its rights or benefits under this Agreement:

(a) within 30 days after the effective date of any such sale, assignment, transfer, or other conveyance, the Developer must provide written notice of same to the City;

(b) the notice must describe the extent to which any rights or benefits under this Agreement have been sold, assigned, transferred, or otherwise conveyed;

(c) the notice must state the name, mailing address, and telephone contact information of the person(s) acquiring any rights or benefits as a result of any such sale, assignment, transfer, or other conveyance; and

(d) the notice must be signed by a duly authorized person representing the Developer.

ARTICLE XVIII **RECORDATION AND ESTOPPEL CERTIFICATES**

18.1 Binding Obligations. This Agreement and all amendments hereto and assignments hereof shall be recorded in the deed records of Caldwell County. However, the Parties may mutually agree to recording a Memorandum of Agreement, in lieu of recording the entire Agreement. This Agreement binds and constitutes a covenant running with the Owner Property and the In-City Property to the extent the Agreement applies to the Owner Property or the In-City Property. This Agreement shall be binding upon the Parties and their respective successors and assigns on the Effective Date and, when recorded, or when a Memorandum of Agreement is recorded, shall be binding upon the Parties and their successors and assigns as permitted by this Agreement and upon the Property; however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any End-Buyer of a Fully Developed and Improved Lot except for land use and development regulations, including the City Regulations, that apply to such lots.

18.2 Estoppel Certificates. From time to time upon written request of the Developer or any future Developer, and upon the payment of a \$100.00 fee to the City, the City Manager, or his/her designee will, in his official capacity and to his reasonable knowledge and belief, execute a written estoppel certificate identifying any obligations of an Developer under this Agreement that are in default.

ARTICLE XIX
ADDITIONAL PROVISIONS

19.1 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the City Council of the City; and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

19.2 Notices. Any notice, submittal, payment or instrument required or permitted by this Agreement to be given or delivered to any party shall be deemed to have been received (i) if delivered via a method other than e-mail, when personally delivered or 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid or (ii) if delivered via e-mail, upon the earlier of receipt of a “delivery receipt” or on the next Business Day after being sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered. Any such notice shall be addressed as follows:

To the City:	Attn: City Manager 308 W. San Antonio Street Lockhart, Texas 78644 E-mail: slewis@lockhart-tx.org
With a copy to:	Attn: Brad Bullock Messer Fort, PLLC 4201 W. Parmer Lane, Suite C-150 Austin, Texas 78727 E-mail: Brad@txmunicipallaw.com
To the Developer:	Attn: Tom Staub 212 E. 6 th Street, Suite 203 Austin, Texas 78702 E-mail: tom@redoakvc.com
With a copy to:	Attn: Drew Slone Locke Lord LLP 2200 Ross Avenue, Suite 2800 Dallas, Texas 75201 E-mail: dslone@lockelord.com

Any party may change its address or addresses for delivery of Notice by delivering written Notice of such change of address to the other party.

19.3 Interpretation. The Parties acknowledge that each has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

19.4 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is required.

19.5 Entire Agreement.

(a) This Agreement embodies the entire Agreement between the Parties and cannot be varied or terminated except as set forth in this Agreement, or by written agreement of the City and Developer expressly amending the terms of this Agreement.

(b) Upon the Date that Developer becomes the Owner of the Owner Property, Developer shall notify City in writing within five (5) business days of the Closing that it is the owner of the Owner Property.

19.6 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

19.7 Applicable Law; Venue. This Agreement is entered into pursuant to and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Caldwell County. Exclusive venue for any action to enforce or construe this Agreement shall be in the Caldwell County District Court.

19.8 Non-Waiver. Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

19.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

19.10 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has

been duly authorized to do so. The Developer represents and warrants that this Agreement has been approved by appropriate action of the Developer, and that the individual executing this Agreement on behalf of the Developer has been duly authorized to do so. Developer certifies and represents that the Developer has full authority to execute this Agreement for the purposes herein stated without the joinder or consent of any other person or entity. Each Party respectively acknowledges and agrees that this Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.

19.11 Further Documents. The Parties agree that at any time after execution of this Agreement, they will, upon request of another Party, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request in order to effectuate the terms of this Agreement. This provision shall not be construed as limiting or otherwise hindering the legislative discretion of the City Council seated at the time that this Agreement is executed or any future City Council.

19.12 Exhibits. The following Exhibits are attached to this Agreement and are incorporated herein for all purposes:

Exhibit A1 and A2 Metes and Bounds Description and Map of the In-City Property
Exhibit A3 Map of the Outside Property
Exhibit A4 and A5 Metes and Bounds Description and Map of the Owner Property
Exhibit A6 and A7 Metes and Bounds Description and Map of the Project/PID/TIRZ
Boundaries
Exhibit B Concept Plan
Exhibit B1 Parkland Summary Table
Exhibit B2 Parks Exhibit
Exhibit C Estimated Costs of Authorized Improvements
Exhibit D Development and Absorption Phasing Plan
Exhibit E Development Standards
Exhibit F Home Buyer Disclosure Program
Exhibit G Landowner Agreement
Exhibit H Certification for Payment Form
Exhibit I Closing Disbursement Request
Exhibit J Water System Improvements
Exhibit K Wastewater System Improvements
Exhibit L Roadway System Improvements
Exhibit L1 Off-site Roadway Improvements
Exhibit M Sample Escrow and Improvement Agreement

19.13 Home Buyer Disclosures. The Developer shall comply with the Home Buyer Disclosure Program and shall record the Declaration of Covenants, Conditions and Restrictions set forth on **Exhibit II** of the Landowner Agreement attached hereto as **Exhibit I** in the real property records of Caldwell County, which notifies future developer of Property of the obligations set forth in the Home Buyer Disclosure Program.

19.14 Governmental Powers; Waivers of Immunity. By its execution of this Agreement, the City does not waive or surrender any of its respective governmental powers, immunities, or

rights except as provided in this section. The Parties acknowledge that the City waives its sovereign immunity as to suit solely for the purpose of adjudicating a claim under this Agreement. This is an agreement for the provision of goods or services to the City under Section 271.151 et seq. of the Texas Local Government Code.

19.15 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to Force Majeure, to perform its obligations under this Agreement, then the obligations affected by the Force Majeure shall be temporarily suspended. Within fifteen (15) business days after the occurrence of a Force Majeure, the Party claiming the right to temporarily suspend its performance, shall give Notice to all the Parties, including a detailed explanation of the Force Majeure and a description of the action that will be taken to remedy the Force Majeure and resume full performance at the earliest possible time.

19.16 Amendments. This Agreement cannot be modified, amended, or otherwise varied, except in writing signed by the City and Developer expressly amending the terms of this Agreement.

19.17 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

19.18 Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the Parties hereto or by any third party to create the relationship of principal and agent, or of partnership, joint venture or any association whatsoever between any one or more of the Parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the Parties hereto shall be deemed to create any relationship between the Parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

19.19 Captions. The descriptive captions of this Agreement are for convenience of reference only and shall in no way define, describe, limit, expand or affect the scope, terms, conditions, or intent of this Agreement.

19.20 Number and Gender. Whenever used herein, unless the context otherwise provides, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all other genders.

19.21 Gift to Public Servant. The Developer shall not, and shall use commercially reasonable efforts to cause its contractors and agents to not, offer, or agree to confer any benefit upon a City employee or official that the City employee or official is prohibited by law from accepting. For purposes of this section, "benefit" means anything reasonably regarded as pecuniary gain or pecuniary advantage, including benefit to any other person in whose welfare the beneficiary has a direct or substantial interest, but does not include a contribution or expenditure made and reported in accordance with law. Notwithstanding any other legal remedies, the City may require the Developer to remove any employee or contractor of the Developer from performance

responsibilities under this Agreement who has violated the restrictions of this section or any similar state or federal law.

19.22 Statutory Verifications. The Developer makes the following representations and pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the “Government Code”), in entering into this Agreement. As used in such verifications, “affiliate” means an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

a. Not a Sanctioned Company. The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

b. No Boycott of Israel. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Government Code.

c. No Discrimination Against Firearm Entities. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Government Code.

d. No Boycott of Energy Companies. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.

19.24 Form 1295. Submitted herewith is a completed Form 1295 in connection with the Developer’s participation in the execution of this Agreement generated by the Texas Ethics Commission’s (the “TEC”) electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the “Form 1295”). The City hereby confirms receipt of the Form 1295 from the Developer, and the City agrees to acknowledge such form with the TEC through its electronic filing application not

later than the 30th day after the receipt of such form. The Developer and the City understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Developer; and, neither the City nor its consultants have verified such information.

[Signatures to Follow]

Executed by the Developer and the City to be effective on the Effective Date.

ATTEST:

CITY OF LOCKHART, TEXAS

Julie Bowermon

Name: Julie Bowermon

Title: City Secretary

By: Lew White

Name: Lew White

Title: Mayor

Date: AUGUST 2, 2024

APPROVED AS TO FORM

[Signature]

City Attorney

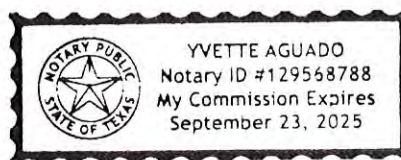
STATE OF TEXAS

§
§
§

COUNTY OF CALDWELL

This instrument was acknowledged before me on the 2 day of August, 2024 by Lew White, Mayor of the City of Lockhart, Texas, a home-rule municipality, on behalf of said home rule municipality.

[Signature]
Notary Public, State of Texas



Developer:

**RODG DT SEAWHLOW PROPCO
LLC, a Texas limited liability company**

By: _____

Name: Thomas Staub

Title: CEO

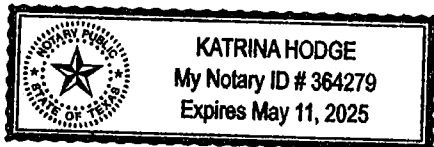
STATE OF TEXAS §
 §
COUNTY OF Caldwell §

This instrument was acknowledged before me on the 3rd day of July,
2024 by Thomas on behalf of said company listed above.

Staub

Katrina Hodge

Notary Public, State of Texas

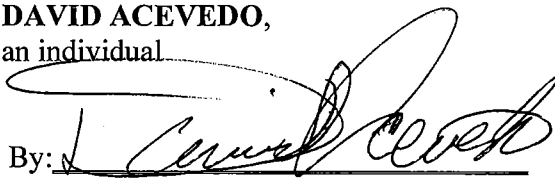


Executed by the Owners of the Owner Property to be effective on the Effective Date for the limited purpose of acknowledging consent and request of the Owners to annexation of the Owner Property into the City limits of the City of Lockhart as provided in this Agreement, to evidence consent to inclusion of the Outside Property in the City's Extraterritorial Jurisdiction (ETJ) and to agree and acknowledge consent and agreement of the Owners to City's expansion of its water and sewer CCN to cover the Owner Property.

OWNERS:

Acknowledged and Agreed:

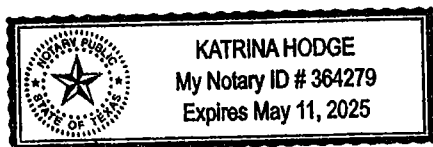
DAVID ACEVEDO,
an individual

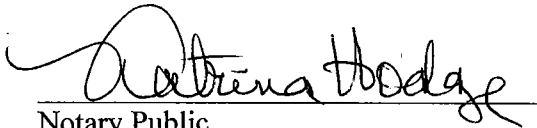
By: 

STATE OF TEXAS §
COUNTY OF Caldwell §

Before me, on this day personally appeared the foregoing individual, known to me to be the person whose name was subscribed in my presence to the foregoing instrument.

[SEAL]




Notary Public
Commission Expires: _____

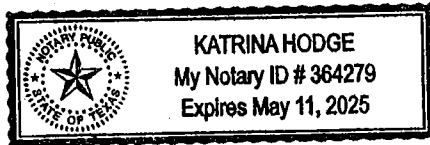
EDUARDO ACEVEDO,
an individual, a representative of the Leandro
Acevedo Estate

By: Eduardo Acevedo

STATE OF TEXAS §
COUNTY OF Caldwell §

Before me, on this day personally appeared the foregoing individual, known to me to be
the person whose name was subscribed in my presence to the foregoing instrument.

[SEAL]



Katrina Hodge
Notary Public
Commission Expires: _____

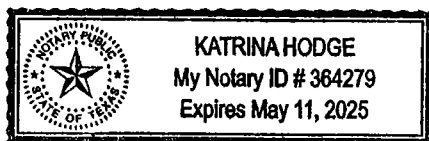
DAVID ACEVEDO,
an individual, a representative of the Leandro
Acevedo Estate

By: David Acevedo

STATE OF TEXAS §
COUNTY OF Caldwell §

Before me, on this day personally appeared the foregoing individual, known to me to be
the person whose name was subscribed in my presence to the foregoing instrument.

[SEAL]



Katrina Hodge
Notary Public
Commission Expires: _____

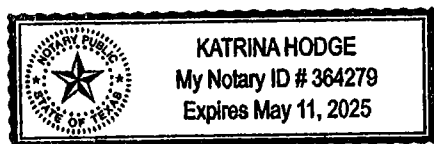
VILLARREAL ^{VK}
VIRGINIA VILLARREAL,
an individual, a representative of the Leandro
Acevedo Estate

By: Virginia Villareal

STATE OF TEXAS §
COUNTY OF Caldwell §

Before me, on this day personally appeared the foregoing individual, known to me to be
the person whose name was subscribed in my presence to the foregoing instrument.

[SEAL]



Katrina Hodge
Notary Public
Commission Expires: _____

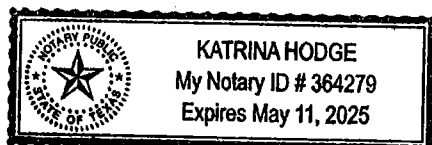
MARGARITA BRITT,
an individual, a representative of the Leandro
Acevedo Estate

By: Margarita Britt

STATE OF TEXAS §
COUNTY OF Caldwell §

Before me, on this day personally appeared the foregoing individual, known to me to be
the person whose name was subscribed in my presence to the foregoing instrument.

[SEAL]



Katrina Hodge
Notary Public
Commission Expires: _____

EXHIBIT A
PROPERTY DESCRIPTIONS/MAPS

Exhibit A1 and A2: Property Description and Map of In-City Property

Exhibit A3: Map of the Outside Property

Exhibit A4 and Exhibit A5: Metes and Bounds Description and Depiction of the Owner Property (includes ETJ
and Outside Property)

Exhibit A6 and A7 property description and map of Project/PID/TIRZ Boundaries.

Exhibit A-1 and A-2

LEGAL DESCRIPTION

BEING 89.775 acres of land situated in the J.A. NEILL SURVEY, ABSTRACT NO. 20, Caldwell County, Texas, and being a portion of and part of a called 169.811 acres of land described in deed to SVAG Investments, LLC, a Texas Limited Liability Company, as recorded in Document Number 2021-006881 of the Official Public Records of Caldwell County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch capped iron rod found, marked Hinkle Surveying, on the Northeast Right-of-Way line of Farm to Market Road 1322, an 80 foot Right-of-Way, and for the Northwest corner of a called 85.00 acre tract of land as described in a deed to Charles D. Spillmann and Jane Spillmann as recorded in Document Number 2016-005533 of said Official Public Records, same being the Southwest corner of said 169.811 acre tract and the of this herein described tract;

THENCE North 31 degrees 43 minutes 06 seconds West, along said Right-of-Way and the Southwest line of this tract, a distance of 2,572.95 feet to a 1/2 inch capped iron rod found, marked Jones Carter Prop Corner, for the Northwest corner of this herein described tract;

THENCE North 78 degrees 46 minutes 11 seconds East, crossing said 169.811 acre tract, a distance of 1,665.32 feet to a 1/2 inch iron rod found on the Southwest line of a called 358.536 acre tract of land as described in a deed to David V. Acevedo and Marge Margarita Acevedo as recorded in Volume 209, Page 425 of said Official Public Records, same being the Northeast line of said 169.811 acre tract, and being the Northeast corner of this herein described tract;

THENCE South 29 degrees 54 minutes 41 seconds East, along the common line of said 358.536 acre tract, a distance of 2,544.30 feet to a 1/2 inch capped iron rod found, marked Hinkle Surveying, for the Northeast corner of said 85.00 acre tract, and being the Southeast corner of this tract;

THENCE South 78 degrees 46 minutes 18 seconds West, along the common line of said 85.00 acre tract, a distance of 1,579.70 feet to the **POINT OF BEGINNING**, containing 3,910,599 square feet and/or 89.775 acres of land, more or less.

Exhibit A-3

Exhibit A-4 and A-5

LEGAL DESCRIPTION - TRACT 1

Exhibit A-6

LEGAL DESCRIPTION

BEING a 588.547 acre tract of land situated in the JOHN A. NEILL SURVEY, ABSTRACT No. 20, Caldwell County, Texas, and being all of the called 89.769 acres of land as described in deed as recorded in Document Number 2021-006882, Real Property Records, Caldwell County, Texas, and a portion of the called 160.00 acres of land described in deed as recorded in Volume 28, Page 146 of the Real Property Records, Caldwell County, Texas, SAVE & EXCEPT the called 3.007 acres of land described in deed recorded in Instrument Number 2018-003545 Real Property Records, Caldwell County, Texas, and all of the 358.536 acres of land as described in deed as recorded in Volume 209, Page 425, Official Public Records, Caldwell County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch capped iron rod found, marked Hinkle Surveying, on the Northeast Right-of-Way line of Farm to Market Road 1322, an 80 foot Right-of-Way, and for the Northwest corner of a called 85.00 acre tract of land as described in a deed to Charles D. Spillmann and Jane Spillmann as recorded in Document Number 2016-005533 of said Official Public Records, same being the Southwest corner of said 169.811 acre tract and the of this herein described tract;

THENCE North 31° 43' 06" West, along said Right-of-Way and the Southwest line of said 89.775 acre tract, a distance of **2,572.95 feet** to a 1/2 inch capped iron rod found, marked Jones Carter Prop Corner, for the Southwest corner of a called 80.04 acre tract of land as described in deed to Vema Investments, LLC. as recorded in Instrument 2021-007855 of said Official Public Records, same being a Northwest corner of said 89.775 acre tract;

THENCE North 78° 46' 11" East, along the common line of said 80.04 acres and said 89.775 acres, a distance of **1,665.32 feet** to a 1/2 inch iron rod found on the Southwest line of a called 358.536 acre tract of land as described in a deed to David V. Acevedo and Marge Margarita Acevedo as recorded in Volume 209, Page 425 of said Official Public Records, and being the Southeast corner of said 80.04 acres;

THENCE North 29°54'41" West, along the common line of said 358.536 acres and said 80.04 acres, a distance of **956.23 feet** to a 1/2 inch iron rod found for an interior angle point in the West line of a called 2.606 acre tract of land described in deed to Ray C. Nash and wife, Helen K. Nash as recorded in Volume 76, Page 743 of said Official Public Records, same being a Northwest corner of said 358.536 acres;

THENCE North 12°42'23" East, along the common line of said 358.536 acres and said 2.606 acres, a distance of **100.55 feet** to a 1 inch iron pipe found on the South Right-of-Way line of County Road 205, a.k.a. Seawillow Road, a variable width Right-of-Way;

THENCE along the South Right-of-way and the North line of said 358.536 acres the following bearings and distances:

South 72°03'50" East, a distance of **65.07 feet** to a 1/2 inch iron rod found capped;

South 86°16'07" East, a distance of **189.45 feet** to a 1/2 inch iron rod found capped;

North 79°02'20" East, a distance of **350.87 feet** to a three way fence corner post found;

North 78°34'18" East, a distance of **1,963.89 feet** to a 1/2 inch iron rod capped DATAPOINT#10194585 set;

South 64°47'06" East, a distance of **592.08 feet** to a 1/2" iron rod found capped for the North corner of a called 3.07 acre tract of land described in deed to Chris C. Chapman and Kimberly K. Hoffman Chapman as recorded in Instrument Number 2018-003545 of said Official Public Records;

THENCE departing said South Right-of-Way, along the common line of said 3.07 acres and said 358.536 acres the following bearings and distances:

South 24°46'35" West, a distance of **365.69 feet** to a 1/2 inch iron rod found capped;

South 62°46'06" East, a distance of **358.21 feet** to a fence corner post found;

North 24°38'27" East, a distance of **366.83 feet** to a 5/8 inch iron rod found on said South Right-of-Way, for the East corner of said 3.07 acres;

THENCE South 61°15'06" East, along said South Right-of-Way line, a distance of **472.51 feet** to a 1/2 inch iron rod capped DATAPOINT#10194585 set for the North corner of the 20.000 acre remainder of said 160 acre tract;

THENCE over and across, said 160 acres the following three (3) courses and distances:

South 32°22'32" West, a distance of **639.03 feet** to a 1/2 inch iron rod capped DATAPOINT#10194585 set;

South 24°59'14" East, a distance of **617.22 feet** to a 1/2 inch iron rod capped DATAPOINT#10194585 set;

North 82°35'38" East, a distance of **1096.03 feet** to a 1/2 inch iron rod capped DATAPOINT#10194585 set on the West Right-of-Way line of said CR 205 and the East line of said 160 acres;

THENCE South 14°17'18" East, a distance of **970.10 feet** to a "L" bracket with flagging found for the Northwest corner of a called 1.997 acre tract of land as described in deed to Russell A. Nickel, a single man, as recorded in Instrument Number 2020-003246 of said Official Public Records, and being on the East line of said 358.536 acres;

THENCE South 11°10'32" East, along the East line of said 358.536 acres, passing a 5/8 inch iron rod found for the Northwest corner of a called 9.152 acre tract of land as described in the deed to Brenda Gayle Bagwell Hagan, a married person, as her separate property and estate as recorded in Instrument Number 2021004181 of said Official Public Records, same being the Southwest corner of said 1.997 acres, continuing a total distance of **935.26 feet** to a 6 inch wood fence corner post found for the Southwest corner of said 9.152 acres, same being an interior ell corner of said 358.536 acres;

THENCE North 78°31'19" East, along a North line of said 358.536 and along the South line of said 9.152 acres and a called 9.152 acres of land as described in deed to William R Hagan and Brenda G Hagan, husband and wife, as recorded in Volume 273, Page 537 of said Official Public Records, and the South line of a called 9.15 acres of land described in deed to Delores Stanton Revocable Trust as recorded in Instrument Number 2023-003597 of said Official Public Records, a distance of **2095.92 feet** to a 6 inch wood fence corner post found on the West Right-of-Way line of said CR 205 for a Northeast corner of said 358.536 acres, same being the Southeast corner of said 9.15 acres;

THENCE along the West Right-of-Way line of said CR 205 the following bearings and distances:

South 09°58'20" East, a distance of **1445.88 feet** to a 1/2 inch iron rod capped DATAPOINT#10194585 set;

South 13°05'03" East, a distance of **202.27 feet** to a 1/2 inch iron rod capped DATAPOINT#10194585 set;

South 23°19'16" East, a distance of **157.39 feet** to a 1/2 inch iron rod found capped for the Northeast corner of Lot 1, 2 and 3, Commanche Hill, Section One, a Subdivision in Caldwell County, Texas according to the Map or Plat of Records in Plat Cabinet A, Slide 28, Plat Records of Caldwell County, as described in deed to Beatrice Madrigal, a single person and John S. Rosales, a single person as recorded in Instrument Number 126568 of Official Public Records, same being the Southernmost Southeast corner of said 358.536 acres;

THENCE South 78°28'58" West, along the South line of said 358.536 acres, a distance of **4735.83 feet** to a 1 inch iron pipe found for the Southeast corner of said 85.00 acres and being the Southernmost Southwest corner of said 358.536 acres, from which a 1/2 inch iron rod found for the Southwest corner of said 85.00 acres bears South 78° 47' 06" West, a distance of 1,503.48 feet;

THENCE North 29°54'41" West, along the common line of said 85.00 acres and said 358.536 acres, a distance of **2533.18 feet** to a calculated point from which a 1/2 inch iron rod found capped "Hinkle Surveying" bears, South 78° 48' 18" West, a distance of 0.35 feet for the Northeast corner of said 85.00 acres and being the Southeast corner of said 89.775 acres;

THENCE South 78°46'18" West, along the South line of said 89.775 acres and the North line of said 85.00 acres, a distance of **1579.70 feet** to the **POINT OF BEGINNING**, containing an area of 25,637,112 Square Feet and/or **588.547 Acres** of land, more or less.

Exhibit A-7

CALDWELL COUNTY, TEXAS
A 608.553 ACRE TRACT SITUATED IN JOHN A. NEILL SURVEY, ABSTRACT NO. 20
CALDWELL COUNTY, TEXAS

LEGAL DESCRIPTION

WARNING: 588-547 are tract of land situated in the JOWLA A NULL SURVEY, ABSTRACT No. 30, Caldwell County, Texas, and being all of the called 89.769 acres of land as described in deed as recorded in instrument Number 2012-03582, Real Property Records, Caldwell County, Texas, and a portion of the called 100.00 acres of land described in Volume 26, Page 146 of the Real Property Records, Caldwell County, Texas, SWE & EXCEPT the call of 3.000 acres of land described in instrument Number 2028-003545-1 Real Property Records, Caldwell County, Texas.

[illegible]

HENCE NORTH 78° 46' 11" East, along the common line of said 80.04 acres and said 88.775 acres, a distance of **1,655.32 feet** to a 1/2 inch iron rod found on the Southwest line of a called 358.536 acre tract of land as described in a deed to David V. Acevedo and Marge Margarita Acevedo as recorded in Volume 209, Page 425 of said Official Public Records, and being the Southeast corner of said 0.00 acres;

HENCE NORTH 29°-04'-31" West, along the common line of said S8B-S36 acres and said 80.04 acres, a distance of **956.23 feet** to a 1/2 inch iron rod found for an interior angle point in the West line of a
HILLTOP 7.606 acre tract of land described in deed to Ray C. Nash and wife, Helen K. Nash as recorded in Volume 76, Page 743 of said Official Public Records, same being a Northwest corner of said
S8-S36 acres;

[illegible]

South 461516307 East: a distance of 189.45 feet to a 1/2 inch iron rod found capped;
South 461516307 East: a distance of 356.87 feet to a three way fence corner found;
North 79922007 East: a distance of 1363.89 feet to a 1/2 inch iron rod capped D4-001TH10194585 set;
North 79922007 East: a distance of 78.34 feet to a 1/2 inch iron rod capped D4-001TH10194585 set;

[illegible]

North 62°46'00" East, a distance of 358.21 feet to a fence corner post found; North 27°38'27" East, a distance of 366.83 feet to a 5/8 inch iron rod bound on said South Right of Way, for the East corner of said 3.07 acres; HENCE South 61°15'06" East, along said South Right of Way line, a distance of 472.51 feet to a 1/2 inch iron rod capped DATAPoints 1019485 set for the North corner of the 20.000 acre remainder

HENCE over and across, said 180 acres the following three (3) courses and distances:
outh 32° 22' 32" West, a distance of 639.03 feet to a 1/2 inch iron rod capped DATAPONTa.0194-S5; set;
I said 160 acre tract;

South 24°59'14" East, a distance of 617.22 feet to a 1/2 inch iron rod capped DATAPoint#10194585 set on the West Right-of-Way line of said CR 205 and the East line of said 160 acres; North 82°35'38" East, a distance of 1036.03 feet to a 1/2 inch iron rod capped DATAPoint#10194585 set on the Northwest corner of a called 1.997 acre tract of land as described in deed to Russell A. Nickel a HENCE SOUTH 14°17'18" East, a distance of 970.10 feet to a "1" bracket with flagging found for the Northwest corner of a called 1.997 acre tract of land as described in deed to Russell A. Nickel a

HENCE SOUTH 11° 03' 37" East, along the East line of said 358.536 acres, passing a 3/8 inch iron rod found for the Northwest corner of a called 9.132 acre tract of land as described in the deed to single man, as recorded in Instrument Number 0020-003246, of said Official Public Records, and being on the East line of said 358.536 acres;

HENCE NORTH 78°11' EAST, along the North line of said S38.536 and along the South line of said S9.152 acres and of a called 9.152 acres of land as described in deed to William R. Hagan and Brenda G. Hagan, husband and wife, as recorded in Volume 273, Page 557 of said Official Public Records, and the South line of a called 9.15 acres of land as described in deed to Duval Station Recreation Trust as recorded in Volume 273, Page 558 of said Official Public Records.

HENCE along the West right of Way line of said CR 205 the following bearings and distances:

South 09°58'20" East, a distance of 1445.88 feet to a 1/2 inch iron rod capped DATOPNT101943585 set;
South 13°05'03" East, a distance of 202.27 feet to a 1/2 inch iron rod capped DATOPNT101943585 set;
South 21°19'16" East, a distance of 157.39 feet to a 1/2 inch iron rod found capped for the Northeast corner of Lot 1, 2 and 3, Comanche Hill, Section One, a subdivision in Caldwell County, Texas according to the Map or Plat of Records in Plat Cabinet A, Slide 26. That Records of Caldwell County, as described in deed to Beatrice Madrigal, a single person and John S. Rozales, a single person as

HENCE SOUTH 78°28'58" West, along the South line of said 158.536 acres, a distance of **4735.83 feet** to a 1 inch iron pipe found for the Southeast corner of said \$5.00 acres and being the Southwest corner of said 358.536 acres; from which a 1/2 inch iron rod found for the Southwest corner of said \$5.00 acres bears South 78° 27' 05" West a distance of 2,503.42 feet;

HENCE SOUTH 72°46'18" WEST, along the South line of said 89.775 acres and the North line of said 85.00 acres, a distance of 1575.79 feet to the POINT OF BEGINNING, containing an area of 10.00 acres, more or less, and

SEAWILLOW ROAD (CR 205) (ASPHALT)

LEGEND

SUBJECT TRACT BOUNDARY

5,033,711.7 square feet and/or 368.347 Acres or less.

FRONT OF WAX (P.O. NO.)
UNDERGROUND TELEPHONE
OVERHEAD ELECTRIC
WIRELESS WIRE FENCE

4

 CONTROL MONUMENT
 CALCULATED POINT
 FOUND MONUMENT
 FOUND FENCE POST
 WATER METER
 WATER VALVE
 GAS METER
 POWER POLE

(DEED N 79°54'47" E - 2095.92')
N 78°31'19" E 2095.92'

6

6" WFCP

SET 1/2" CAPPED
"DATAPOINT" TO 1000'±
UNLESS OTHERWISE
NOTED

● ELECTRIC METER
● MIN-HOLE
● CLEANOUT

[illegible]

RAY C NASH AND WIFE,
HELEN K NASH
OAKVILLE, OHIO

CHRIS C. CHAPMAN AND
KIMBERLY A. KIMBLE

2
CALLED 3,007 ACRES
NSTR. NO. 2018-003645
O. P. R. C. T.
RUSSO, A. NICKI
E - 1445
1445

3
CALLED 1,997 AKRES
INSTR. NO. 2020-003246
O. P. R. C. L.
20° E
8° 34' 52"

DEED S 0
S 09.56
4
BRENDA GAYLE BAGWELL HAGAN
DANIEL JOSE JOSE
NATHAN JOSE JOSE
O. P. H. C. C. I.

WILLIAM R. HAGAN AND
BRENDA G. HAGAN
CALLED 9,152 ADRES
ON 2/23/82, 1:57
A.M. C. 31

DELONES JEAN STATION
NSTR. NO. 117663
O. P. R. C. T.
6

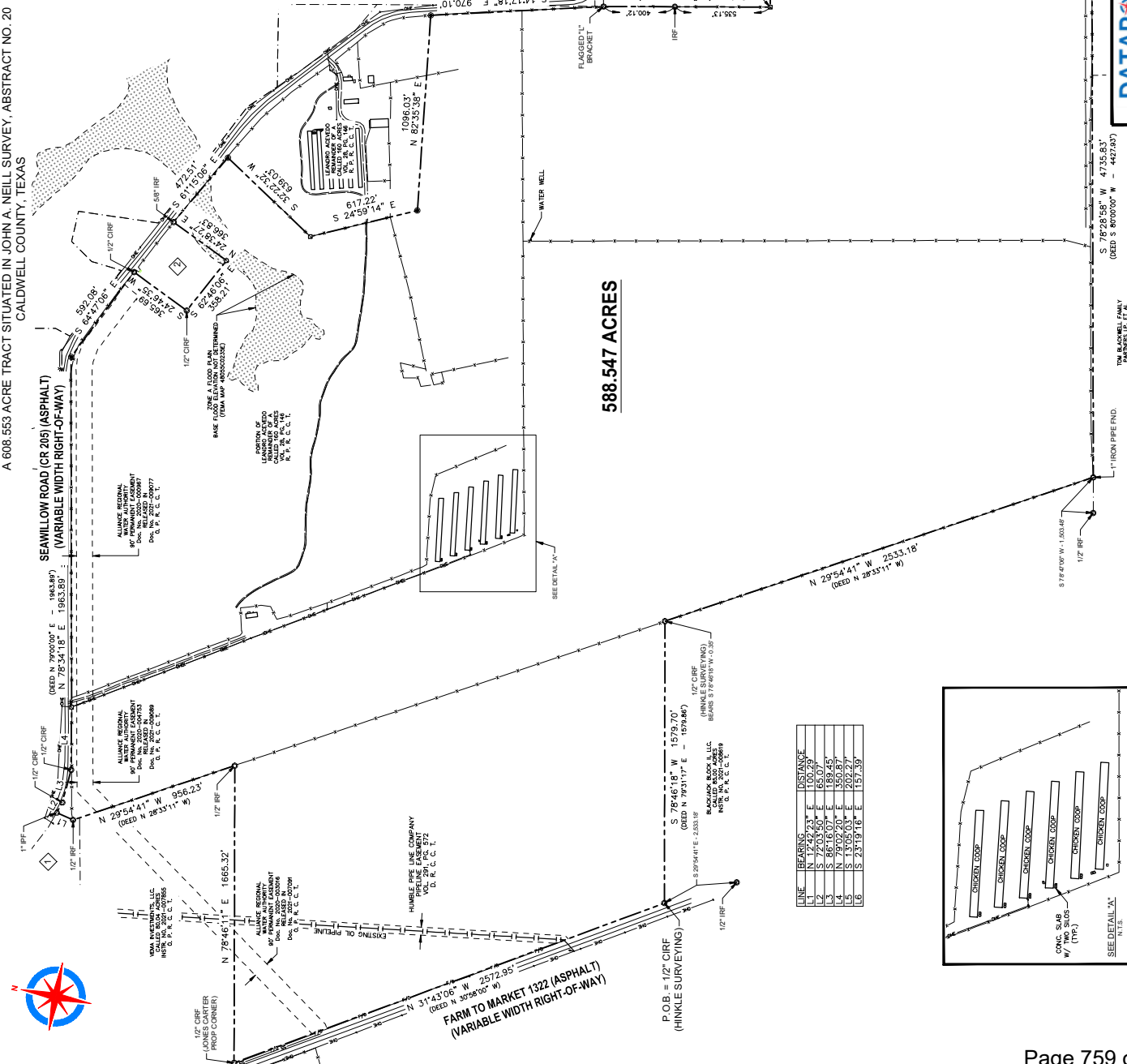
SEAWILLOW 588.547 ACRE BOUNDARY EXHIBIT

L5

FARM TO MARKET ROAD 1322, CR 205 (SEAWILLOW LN)
LOCKHART 89 + ACEDVEDO TRACTS
A 588.547 ACRE TRACT SITUATED IN

12450 Network Blvd. - Suite 155	0'	400'	800'	DRAWN BY: BKR	DATE: 10/16/2023	REV.
---------------------------------	----	------	------	---------------	------------------	------

	SCALE: 1" = 400'	AFE #	PAGE 1 OF 1
San Antonio, TX 78249 Phone: 726-777-4240	Firm No. 10194595	CHECKED BY: BKRM/MT	DATE: 10/19/2023



LINE	BEARING	DISTANCE
L1	N 12°42'23" E	100.29'
L2	S 72°03'50" E	65.07'
L3	S 86°16'07" E	189.45'
L4	N 79°02'20" E	350.87'
L5	S 13°05'03" E	202.27'
L6	S 23°19'16" E	157.39'

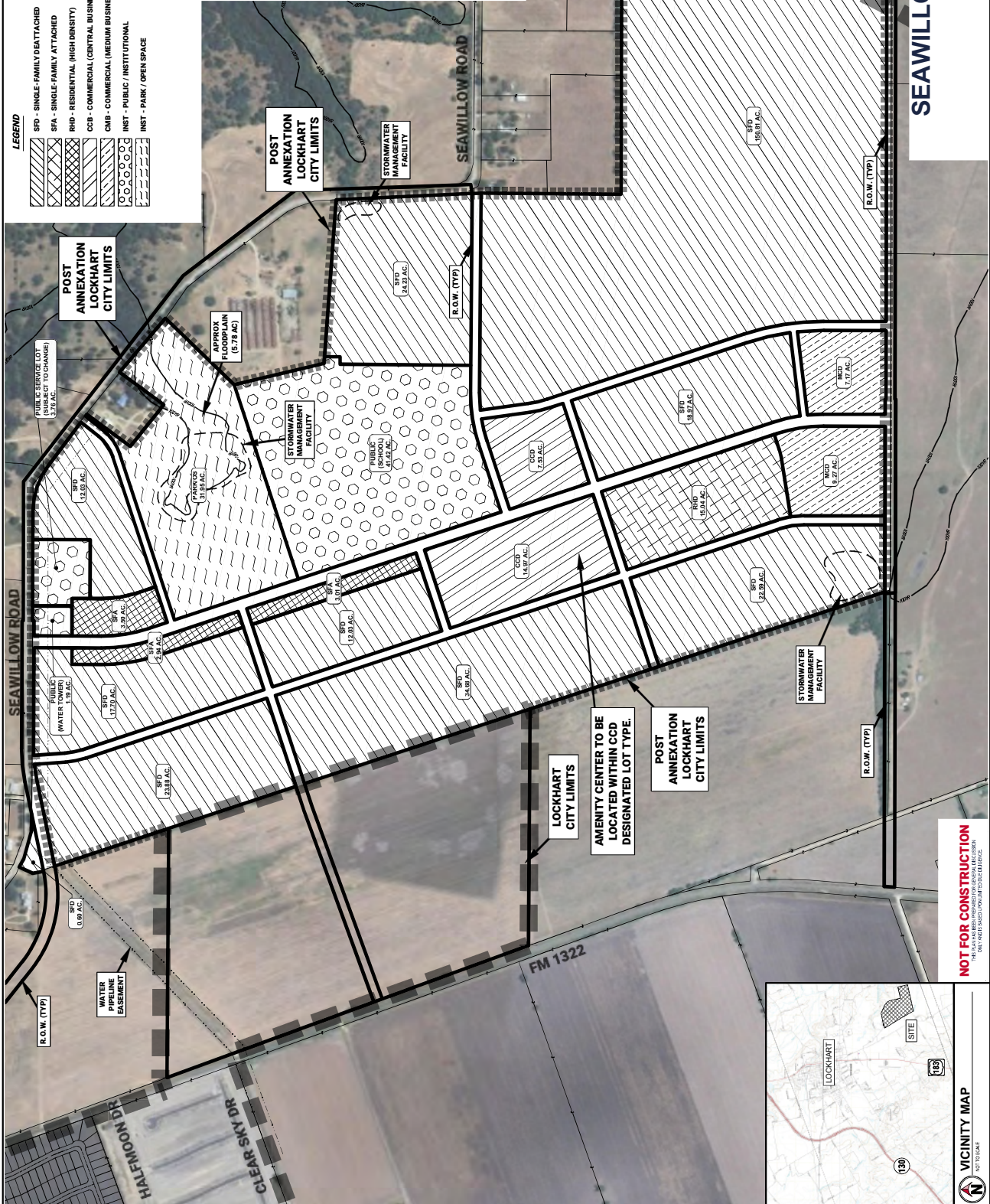
Page 759 of 853

EXHIBIT B
CONCEPT PLAN
and
Exhibit B1- Parkland Summary Table
Exhibit B2 – Parks Exhibit

- LEGEND**
- SFD - SINGLE-FAMILY DETACHED
 - SFA - SINGLE-FAMILY ATTACHED
 - RHD - RESIDENTIAL (HIGH DENSITY)
 - CCB - COMMERCIAL (CENTRAL BUSINESS)
 - CMB - COMMERCIAL (MEDIUM BUSINESS)
 - INST - PUBLIC / INSTITUTIONAL
 - INST - PARK / OPEN SPACE



ZONING DEVELOPMENT TYPE	AREA (AC)	MAXIMUM UNITS	DENSITY (UNITS/AC)
RESIDENTIAL LOT SUMMARY			
SINGLE-FAMILY DETACHED (SFD)			
SF-2 (8,400 SF 70' X 120')	35	70	~ 4.20
SF-2 (8,400 SF 60' X 110')	307.52	300	
AL-2 (8,400 SF 40' X 110')	500	500	
AL-2 (8,400 SF 30' X 110')	204	204	
SINGLE-FAMILY ATTACHED (SFA)			
AL-2 (8,400 SF 30' X 110')	9.45	95	~ 10.15
RESIDENTIAL HIGH DENSITY (RHD)			
MF - MULTI-FAMILY	15.04	360	~ 23.99
TOTAL ESTIMATED RESIDENTIAL UNITS	332.01	2,278	~ 412
COMMERCIAL/RETAIL			
CCB - COMMERCIAL (CENTRAL BUSINESS)	15.04	22.08 AC	1.75 AC
CCB - COMMERCIAL (MEDIUM BUSINESS)	15.04	16.48 AC	1.10 AC
PUBLIC & INSTITUTIONAL			
SCHOOL	44.42 AC	44.42 AC	1.75 AC
REGIONAL SANITARY LIFT STATION	1.75 AC	1.75 AC	1.75 AC
PUBLIC SERVICE LOT 11	3.70 AC	3.70 AC	1.10 AC
WATER TOWER	1.10 AC	1.10 AC	1.10 AC
TOTAL PUBLIC / INSTITUTIONAL	46.12 AC		
PARKS / OPEN SPACE			
PARK-OPEN SPACE	31.95 AC	31.95 AC	1.10 AC
ADDITIONAL GREENSPACE (2)	35.46 AC	35.46 AC	1.10 AC
TOTAL PARKS / OPENSPACE	67.41 AC		
TOTAL PROJECT AREA SUBJECT TO CHANGE			
TOTAL PROJECT AREA SUBJECT TO CHANGE WITHIN A 30% VARIANCE			



SEAWILLOW DEVELOPMENT PLAN EXHIBIT B - CONCEPT PLAN

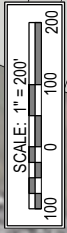
CALDWELL COUNTY, TEXAS
August 2024

NOT FOR CONSTRUCTION
THIS PLAN IS FOR INFORMATION ONLY AND DOES NOT CONSTITUTE A CONTRACT.

VICINITY MAP
NOT TO SCALE

Exhibit B-2

Parkland Summary for Seawillow PDD			
Per Acre Appraisal Value of Land			\$50,000
Acreage Zoned As Residential		Required	269.54
Land Dedication Acreage (8% of Land Zoned Residential up to 7 units per acre)		21.56	
Community Facility Improvement Cost (15% Land Market Value Up to 5 acres)		\$250,000.00	
Parks Dedicated		Provided (ac.)	
Regional Park w/ Trail (Minus Floodplain)		26.17	
Pocket Parks		4.00	
Community Facility		41.42	
Total Land Dedication		71.59	
Parks Improvements (Public Benefit)			
Amenity Center (Public Benefit)	\$		1,000,000
8' Hike and Bike Trail	\$		250,000
Pocket Parks (\$100k per park at 8 parks)	\$		800,000
Total Paakrs Improvement (Public Benefit)	\$		2,050,000



RESIDENTIAL

SCHOOL PARCEL
41.4± AC

8' WIDE CONC.
HIKE & BIKE TRAIL

PARK / OS PARCEL
31.9± AC

WALKING
TRAIL

PARKING
LOT

8' WIDE CONC.
HIKE & BIKE TRAIL

RESIDENTIAL

WATER
TOWER

SEAWILLOW ROAD (60FT ROW)

ARTERIAL ROAD (80FT ROW)

RESIDENTIAL

RESIDENTIAL



FIRM No. F-23395
viewpointengineering.com
2121 E 6th STREET, SUITE 203
AUSTIN, TEXAS 78702

EXHIBIT B2 TRAILS/PARKS & REC FACILITIES

PROJECT		SEAWILLOW DEVELOPMENT PLAN	
LOCATION		DALLAS COUNTY, TEXAS	
PROJECT NO.	23002	SHEET	
DRAWN BY / CHECKED BY	MT / LC	DATE	June 2024
DATE		REVISION	

1 of 1

R:\14002\12002 SEAWILLOW MASTER DEVELOPMENT\DRAWINGS\DEVELOPMENT AGREEMENT\12002 SW Master.dwg 11 MAR 2024 8:01 AM

EXHIBIT C
Estimated Costs of Authorized Improvements

PID Authorized Improvement Summary										
Major Improvements	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6	Phase 7	Phase 8	Total	
Water Extension	\$ 212,345.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 212,345.00	
Elevated Storage Tank	\$ -	\$ -	\$ 4,500,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,500,000.00	
Wastewater	\$ 289,654.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 289,654.00	
Lift Station	\$ 4,567,890.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,567,890.00	
Arterial Extension	\$ -	\$ 2,345,567.00	\$ 2,237,890.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,583,457.00	
Seawillow Arterial Extension	\$ -	\$ 1,785,436.00	\$ -	\$ 1,543,789.00	\$ 564,980.00	\$ -	\$ -	\$ -	\$ 3,894,205.00	
8' Hike and Bike Trail	\$ -	\$ -	\$ -	\$ 624,789.00	\$ -	\$ -	\$ -	\$ -	\$ 624,789.00	
Contingency (10%)	\$ 506,988.90	\$ 475,579.20	\$ 673,789.00	\$ 154,378.90	\$ 56,498.00	\$ -	\$ -	\$ -	\$ 1,867,234.00	
Professional Fees (15%)	\$ 760,483.35	\$ 713,368.80	\$ 1,010,683.50	\$ 231,568.35	\$ 84,747.00	\$ -	\$ -	\$ -	\$ 2,800,851.00	
Total	\$ 6,337,361.25	\$ 5,944,740.00	\$ 8,422,362.50	\$ 1,929,736.25	\$ 706,225.00	\$ -	\$ -	\$ -	\$ 23,340,425.00	
Direct Improvements	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6	Phase 7	Phase 8	Total	
Water	\$ 1,628,765.10	\$ 1,359,871.18	\$ 1,359,871.18	\$ 1,320,263.28	\$ 1,100,219.40	\$ 1,100,219.40	\$ 880,175.52	\$ 814,162.36	\$ 9,563,547.43	
Wastewater	\$ 1,903,250.25	\$ 1,205,667.19	\$ 1,205,667.19	\$ 1,170,550.67	\$ 975,458.89	\$ 975,458.89	\$ 780,367.11	\$ 721,839.58	\$ 8,938,259.77	
Site Work	\$ 685,504.66	\$ 540,264.41	\$ 540,264.41	\$ 524,528.55	\$ 437,107.13	\$ 437,107.13	\$ 349,685.70	\$ 323,459.27	\$ 3,837,921.26	
Stormwater Management	\$ 5,133,355.19	\$ 3,146,980.78	\$ 3,146,980.78	\$ 3,055,321.14	\$ 2,546,100.95	\$ 2,546,100.95	\$ 2,036,880.76	\$ 1,884,114.70	\$ 23,495,835.25	
Roadways	\$ 3,636,292.42	\$ 3,847,192.02	\$ 3,847,192.02	\$ 3,735,137.89	\$ 3,112,614.91	\$ 3,112,614.91	\$ 2,490,091.92	\$ 2,303,335.03	\$ 26,084,471.12	
Contingency (10%)	\$ 1,298,716.76	\$ 1,009,997.56	\$ 1,009,997.56	\$ 980,580.15	\$ 817,150.13	\$ 817,150.13	\$ 653,720.10	\$ 604,691.09	\$ 7,192,003.48	
Professional Fees (15%)	\$ 1,948,075.14	\$ 1,514,996.34	\$ 1,514,996.34	\$ 1,470,870.23	\$ 1,225,725.19	\$ 1,225,725.19	\$ 980,580.15	\$ 907,036.64	\$ 10,788,003.23	
Total	\$ 16,233,959.53	\$ 12,624,969.47	\$ 12,624,969.47	\$ 12,257,251.91	\$ 10,214,376.60	\$ 10,214,376.60	\$ 8,171,501.28	\$ 7,558,638.68	\$ 89,900,043.53	
Indirect Improvements	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6	Phase 7	Phase 8	Total	
Lot Excavation	\$ 389,471.49	\$ 272,966.93	\$ 272,966.93	\$ 265,016.44	\$ 220,847.03	\$ 220,847.03	\$ 176,677.63	\$ 163,426.80	\$ 1,982,220.29	
Park Improvements	\$ -	\$ -	\$ 3,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000,000.00	
Electrical	\$ 1,200,000.00	\$ 780,514.21	\$ 780,514.21	\$ 757,780.78	\$ 631,483.99	\$ 631,483.99	\$ 505,187.19	\$ 467,298.15	\$ 5,754,262.52	
Construction Material Testing	\$ 9,567.00	\$ 7,340.32	\$ 7,340.32	\$ 7,126.52	\$ 5,938.77	\$ 5,938.77	\$ 4,751.01	\$ 4,394.69	\$ 52,397.40	
Developer Fees	\$ 134,568.00	\$ 93,383.93	\$ 93,383.93	\$ 90,664.01	\$ 75,553.34	\$ 75,553.34	\$ 60,442.67	\$ 55,909.47	\$ 679,458.67	
Landscape, Irrigation, Entries	\$ 500,000.00	\$ 96,399.08	\$ 96,399.08	\$ 93,591.34	\$ 77,992.78	\$ 77,992.78	\$ 62,394.23	\$ 57,714.66	\$ 1,062,483.95	
Geotech Report	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 280,000.00	
Contingency (10%)	\$ 226,860.65	\$ 128,560.45	\$ 428,560.45	\$ 124,917.91	\$ 104,681.59	\$ 104,681.59	\$ 84,445.27	\$ 78,374.38	\$ 1,281,082.28	
Total	\$ 2,495,467.14	\$ 1,414,164.91	\$ 4,714,164.91	\$ 1,374,097.00	\$ 1,151,497.50	\$ 1,151,497.50	\$ 928,898.00	\$ 862,118.15	\$ 14,091,905.12	

EXHIBIT D
Development and Absorption Phasing Plan

Exhibit D1

LUEs Absorption By Use				
Phase	Use	LUEs	Cumulative LUEs	
1	Single-Family Detached	414		
	Total	414	414	
2	Single-Family Detached	266		
	Single-Family Attached	34		
	School	67		
	Total	367	781	
3	Single-Family Detached	267		
	Single-Family Attached	33		
	Commercial	50		
	School	40		
	Total	390	1171	
4	Single-Family Detached	325		
	Commercial	50		
	Total	375	1546	
5	Single-Family Detached	270		
	Multi-Family	90		
	Total	360	1906	
6	Single-Family Detached	270		
	Multi-Family	90		
	Total	360	2266	
7	Single-Family Detached	220		
	Commercial	50		
	Total	270	2536	
8	Single-Family Detached	205		
	Commercial	45		
	Total	250	2786	

Proposed Project Phasing						
Phase	Use	Construction Start	1st Home Built	Last Home Completed	LUEs	Cumulative LUEs
1	SF	Q1-2024	Q3-2025	Q2-2027	414	414
2	SF/SFA/Sch	Q2-2025	Q4-2026	Q1-2028	367	781
3	SF/SFA/Comm/Sch	Q3-2026	Q1-2028	Q2-2029	390	1171
4	SF/Comm	Q4-2027	Q2-2029	Q3-2030	375	1546
5	SF/MF	Q1-2029	Q3-2030	Q4-2031	360	1906
6	SF/MF	Q2-2030	Q4-2031	Q1-2033	360	2266
7	SF/Comm	Q3-2031	Q1-2033	Q2-2034	270	2536
8	SF/Comm	Q4-2032	Q2-2034	Q3-2035	250	2786

Development LUE Calculations			
Use	Units/Acreage	LUE Conversion	LUEs
Single-Family Detached	2237	1	2237
Single-Family Attached	95	0.7	67
Multi-Family	360	0.5	180
School	1600	15	107
Commercial	38.93	5	195
			2786

EXHIBIT E
Development Standards

EXHIBIT E

SEAWILLOW DEVELOPMENT STANDARDS

The following Development Standards (the “Development Standards”) shall be applicable within the Owner Property. To the extent that any of the Development Standards conflict with City of Lockhart Ordinances, these Development Standards shall control. All development activity undertaken on the Owner Property shall comply with this Agreement, the Concept Plan, all attachments hereto, and with all City zoning, subdivision and construction codes and requirements, except as modified herein. Capitalized terms contained herein shall be defined as indicated in the Agreement, these Development Standards, as reflected on the Concept Plan or as defined in the City Code of Ordinances, depending upon context. Unless explicitly stated otherwise, all of the Requirements prescribed herein shall be considered as the minimum requirement.

I. LOT TYPE REGULATIONS

Sea Willow Development will include a variety of lot types in order to achieve the goals established for the Owner Property. The lot types and requirements for each shall be as follows:

A. Lot Type Alley Load 35’:

1. Purpose: This lot type is designed to allow single family detached dwellings on lots of not less than thirty-five feet (35’) wide and three thousand, eight hundred and fifty (3,850+/-) square feet, together with the allowed incidental and accessory uses.
2. Permitted Uses: Land use shall comply with uses allowed for Residential Medium Density District (RMD) of the City of Lockhart Zoning Ordinance. The following additional uses are allowed by right:
 - a. Local/Neighborhood Utilities
 - b. Passive Outdoor Recreation
 - c. Single-Family Detached
3. Height Regulations: No building shall exceed forty feet (40’) and two and a half stories in height.
4. Area Regulations: The following minimum standards shall be required as measured from property lines:

Lot Size: 3,850+/- square feet

Lot coverage:	The combined area covered by all main buildings and accessory structures shall not exceed fifty percent (50%) of the total lot area. Flatwork, swimming pools and spas shall not be included in determining maximum building coverage.
Minimum Floor Area:	The minimum square footage of a dwelling unit, exclusive of garages, breezeways and porches, shall be 1,200 square feet.
Front Yard:	10 feet minimum
Rear Yard:	20 feet minimum; 7.5' for detached garage
Side Yard:	5 feet minimum
Side Yard Adj. to Street:	10 feet minimum
Lot Width:	35 feet minimum (measured at front building line)
Lot Depth:	110 feet Minimum
Garage:	Garages may face alleys or side street. However, 20-foot minimum setback required for any street facing garage entrance.

B. Lot Type Alley Load 40':

1. Purpose: This lot type is designed to allow single family detached dwellings on lots of not less than four thousand, four hundred (4,400+/-) square feet, together with the allowed incidental and accessory uses.
2. Permitted Uses: Land use shall comply with uses allowed for Residential Medium Density District (RMD of the City of Lockhart Zoning Ordinance. The following additional uses are allowed by right:
 - a. Local/Neighborhood Utilities
 - b. Passive Outdoor Recreation
 - c. Single-Family Detached
3. Height Regulations: No building shall exceed forty feet (40') and two and a half stories in height.
4. Area Regulations: The following minimum standards shall be required as measured from property lines:

Lot Size:	4,400+/- square feet
Lot coverage:	The combined area covered by all main buildings and accessory structures shall not exceed sixty percent (50%) of the total lot area. Flatwork, swimming pools and spas shall not be included in determining maximum building coverage.
Minimum Floor Area:	The minimum square footage of a dwelling unit, exclusive of garages, breezeways and porches, shall be 1,350 square feet.
Front Yard:	10 feet minimum
Rear Yard:	20 feet minimum; 7.5' for detached garage
Side Yard:	5 feet minimum
Side Yard Adj. to Street:	10 feet minimum
Lot Width:	40 feet minimum (measured at front building line)
Lot Depth:	110 feet minimum
Garage:	Garages may face alleys or side street. However, 20-foot minimum setback required for any street facing garage entrance.

C. Lot Type Alley Load 45':

1. Purpose: This lot type is designed to allow single family detached dwellings on lots of not less than four thousand, nine hundred and fifty (4,950+/-) square feet, together with the allowed incidental and accessory uses.
2. Permitted Uses: Land use shall comply with uses allowed for Residential Medium Density District (RMD) of the City of Lockhart Zoning Ordinance. The following additional uses are allowed by right:
 - a. Local/Neighborhood Utilities
 - b. Passive Outdoor Recreation
 - c. Single-Family Detached
3. Height Regulations: No building shall exceed forty feet (40') and two and a half stories in height.

4. Area Regulations: The following minimum standards shall be required as measured from property lines:

Lot Size:	4,950+/- square feet
Lot coverage:	The combined area covered by all main buildings and accessory structures shall not exceed forty-five percent (45%) of the total lot area. Flatwork, swimming pools and spas shall not be included in determining maximum building coverage.
Minimum Floor Area:	The minimum square footage of a dwelling unit, exclusive of garages, breezeways and porches, shall be 1,200 square feet.
Front Yard:	10 feet minimum
Rear Yard:	20 feet minimum; 7.5' for detached garage
Side Yard:	5 feet minimum
Side Yard Adj. to Street:	10 feet minimum
Lot Width:	45 feet minimum (measured at front building line)
Lot Depth:	110 feet minimum
Garage:	Garages may face alleys or side street. However, 20-foot minimum setback required for any street facing garage entrance.

D. Lot Type Alley Load Townhome:

1. Purpose: This lot type is designed to allow single family detached dwellings on lots of not less than two thousand, seven hundred and fifty (2,750+/-) square feet, together with the allowed incidental and accessory uses.
2. Permitted Uses: Land use shall comply with uses allowed for Residential Medium Density District (RMD) of the City of Lockhart Zoning Ordinance. The following additional uses are allowed by right:
 - a. Local/Neighborhood Utilities
 - b. Passive Outdoor Recreation
 - c. Single-Family Detached

3. Height Regulations: No building shall exceed forty-five feet (45') and three stories in height.
4. Area Regulations: The following minimum standards shall be required as measured from property lines:

Lot Size:	2,750+/- square feet
Lot coverage:	The combined area covered by all main buildings and accessory structures shall not exceed fifty percent (50%) of the total lot area. Flatwork, swimming pools and spas shall not be included in determining maximum building coverage.
Minimum Floor Area:	The minimum square footage of a dwelling unit, exclusive of garages, breezeways and porches, shall be 1,200 square feet.
Front Yard:	10 feet minimum
Rear Yard:	20 feet minimum; 7.5' for detached garage
Side Yard:	5 feet minimum
Side Yard Adj. to Street:	10 feet minimum
Lot Width:	25 feet minimum (measured at front building line); 30 at corners or at the end of a unit attachment.
Lot Depth:	110 feet minimum
Garage:	Garages may face alleys or side street. However, 20-foot minimum setback required for any street facing garage entrance.

D. Lot Type Front Load 50':

1. Purpose: This lot type is designed to allow single family detached dwellings on lots of not less than five thousand five hundred (5,500+/-) square feet, together with the allowed incidental and accessory uses.
2. Permitted Uses: Land use shall comply with uses allowed for Residential Medium Density District (RMD) of the City of Lockhart Zoning Ordinance. The following additional uses are allowed by right:

- a. Local/Neighborhood Utilities
 - b. Passive Outdoor Recreation
 - c. Single-Family Detached
3. Height Regulations: No building shall exceed forty feet (40') and two and a half stories in height.
 4. Area Regulations: The following minimum standards shall be required as measured from property lines:

Lot Size:	5,500+/- square feet
Lot coverage:	The combined area covered by all main buildings and accessory structures shall not exceed forty percent (40%) of the total lot area. Flatwork, swimming pools and spas shall not be included in determining maximum building coverage.
Minimum Floor Area:	The minimum square footage of a dwelling unit, exclusive of garages, breezeways and porches, shall be 1,600 square feet.
Front Yard:	20 feet minimum
Rear Yard:	10 feet minimum
Side Yard:	5 feet minimum
Side Yard Adj. to Street:	10 feet minimum
Lot Width:	50 feet minimum (measured at front building line)
Lot Depth:	110 feet Minimum
Garage:	Garages may face front or side street. However, 20-foot minimum setback required for any street facing garage entrance.

E. Lot Type Front Load 60 ft.:

1. Purpose: This lot type is designed to allow single family detached dwellings on lots of not less than six thousand, six hundred, (6,600+/-) square feet, together with the allowed incidental and accessory uses.

2. Permitted Uses: Land use shall comply with uses allowed for Residential Medium Density District (RMD) of the City of Lockhart Zoning Ordinance. The following additional uses are allowed by right:
 - a. Local/Neighborhood Utilities
 - b. Passive Outdoor Recreation
 - c. Single-Family Detached
3. Height Regulations: No building shall exceed forty feet (40') and two and a half stories in height.
4. Area Regulations: The following minimum standards shall be required as measured from property lines:

Lot Size: 6,600+/- square feet

Lot coverage: The combined area covered by all main buildings and accessory structures shall not exceed forty percent (40%) of the total lot area. Flatwork, swimming pools and spas shall not be included in determining maximum building coverage.

Minimum Floor Area: The minimum square footage of a dwelling unit, exclusive of garages, breezeways and porches, shall be 2,000 square feet.

Front Yard: 25 feet minimum

Rear Yard: 10 feet minimum

Side Yard: 7.5 feet minimum

Side Yard Adj. to Street: 15 feet minimum

Lot Width: 60 feet minimum (measured at front building line)

Lot Depth: 110 feet Minimum

Garage: Garages may face front or side street. However, 20-foot minimum setback required for any street facing garage entrance.

F. Lot Type Front Load 70 ft.:

1. Purpose: This lot type is designed to allow single family detached dwellings on lots of not less than eight thousand, four hundred, (8,400+/-) square feet, together with the allowed incidental and accessory uses.
2. Permitted Uses: Land use shall comply with uses allowed for Residential Low-Density District (RLD) of the City of Lockhart Zoning Ordinance. The following additional uses are allowed by right:
 - a. Local/Neighborhood Utilities
 - b. Passive Outdoor Recreation
 - c. Single-Family Detached
3. Height Regulations: No building shall exceed forty feet (40') and two and a half stories in height.
4. Area Regulations: The following minimum standards shall be required as measured from property lines:

Lot Size: 8,400+/- square feet

Lot coverage: The combined area covered by all main buildings and accessory structures shall not exceed thirty percent (30%) of the total lot area. Flatwork, swimming pools and spas shall not be included in determining maximum building coverage.

Minimum Floor Area: The minimum square footage of a dwelling unit, exclusive of garages, breezeways and porches, shall be 2,400 square feet.

Front Yard: 25 feet minimum

Rear Yard: 10 feet minimum

Side Yard: 7.5 feet minimum

Side Yard Adj. to Street: 15 feet minimum

Lot Width: 70 feet minimum (measured at front building line)

Lot Depth: 120 feet minimum

Garage:

Garages may face front or side street. However, 20-foot minimum setback required for any street facing garage entrance.

G. Lot Type Central Commercial:

1. Permitted Uses: Land use and structures shall comply with the requirements for the Central Business District (“CCB”) of the City of Lockhart Code of Ordinance together with development standards set out herein. Site design shall comply with the City’s Code of Ordinances. In addition, the following uses are permitted:
 - a. Retail stores, including sale of alcoholic beverages.
 - b. Eating establishments of any type, including on-premises consumption of alcoholic beverages.
 - c. Package sales of alcoholic beverages.
 - d. Hospital, Acute Care
 - e. Mixed Use
 - f. Bar, Tavern, or Lounge
2. Only thirty percent (30%) of the overall building square footage constructed within the Central Commercial Lot Type can be office use.

H. Lot Type Medium Commercial:

1. Permitted Uses: Land use and structures shall comply with the requirements for the Medium Business District (“CMB”) of the City of Lockhart Code of Ordinance together with development standards set out herein. Site design shall comply with the City’s Code of Ordinances. In addition, the following uses are permitted:
 - a. Hotel
 - b. Hospital, Acute Care

I. Lot Type Multi-Family

1. Permitted Uses: Land use and structures shall comply with the requirements for the Residential High-Density District (“RHD”) of the City of Lockhart Zoning Ordinance together with the development standards set out herein. Site design shall comply with the City’s current standards. In addition, the following uses are permitted:
 - a. Combined family-2, CF-2
 - b. Townhouse-2, TH-2
 - c. Condominium-2, CM-2
 - d. multi-family-2, MF-2

II. DEVELOPMENT DESIGN STANDARDS:

a. Street Geometric Standards

- i. Table A-1, located in Appendix A, presents a summary of roadway design standards for the development per roadway classifications found in Exhibit L of the Development Agreement.
- ii. Appendix A contains visual illustrations of the proposed street sections required.

b. Block Length

- i. The maximum allowable block length is six hundred feet (600'); an allowance up to one thousand, two hundred feet (1,200') is allowed with the implementation of dedicated public pedestrian or public park lots or easements with a minimum width of ten feet (10').

c. Lots with No Public Road Frontage

- i. Alley loaded lots with 30' alley right-of-way that provides the appropriate signage and naming convention as a private street shall not be required to have public street frontage.

d. Amenity Center

The Development shall include an amenity center ("Amenity Center") which shall be constructed in Phase 3, on a minimum of 2 acres, which shall include and incorporate \$1.5 million in improvements available for the use and enjoyment of the general public and:

- i. Shall include at least 1 of the following elements:
 - (a) Splash Pad;
 - (b) Covered pavillion 3k square feet minimum; or
 - (c) Basketball/multiuse court and;
- ii. at least one of the following elements not selected in option iv;
 - (d) Swimming Pool
 - (e) Fitness Center/Outdoor Fitness Center
 - (f) Fishing Dock at Detention area
 - (g) Pavilion/Social Building/Event Space
 - (h) Game Room
 - (i) Lazy River
 - (j) Disc golf/Frisbee Golf
 - (k) Food Truck community park
 - (l) Open Play Areas
 - (m) Pickleball courts
 - (n) Tennis courts
 - (o) Children obstacle course
 - (p) Pump track.
 - (q) Basketball courts
 - (r) Playground
 - (s) Dog Park
- iii. A minimum of 14 parking spaces will be provided for the Amenity Center but on-street parking can count towards this total. 1 handicap space will be provided that meets ADA accessibility.

iv. whichever element is designated in section d(i) for the Amenity Center, the other two elements shall be constructed in conjunction with one of the pocket parks, if not otherwise included in the Amenity Center.

e. Parks/Trails

i. ½ acre Pocket Parks

- (a) 5 parking spaces to be provided within each phase; on-street parking can be counted towards this requirement for streets with 50 feet of right of way and 30 feet of pavement. A single handicap parking space will be provided.
- (b) All parks will contain an irrigation system and will maintained by the Developer or successor.
- (c) The pocket parks shall contain at one (1) of the following park design approaches and two (2) elements in subsection (xii.):
 - (i) Open Play Areas
 - (ii) Pavilion
 - (iii) Shade Structure
 - (iv) Basketball courts
 - (v) Pickleball courts
 - (vi) Tennis courts
 - (vii) Splash Pad
 - (viii) Disc golf/Frisbee Golf
 - (ix) Playground
 - (x) Fitness Station
 - (xi) Dog Park; and
 - (xii) Remaining two elements from section d.i. not constructed with the Amenity Center
- (d) Each proposed design approach shown above can only be used twice.

ii. Hike and Bike Trail

- (a) Shall be a minimum of eight feet (8') in width.
- (b) Constructed with decomposed granite, concrete or a combination thereof.

iii. Wi-Fi Access

- (a) Wi-Fi access will be provided for all parks over 5 acres.

iv. Detention Pond

- (a) Pond will be designed utilizing at least 2 of the following design elements:
 - (i) Sidewalk/trail access around external pond
 - (ii) Sidewalk/trail access to internal pond
 - (iii) Reduced slopes to 6:1 maximum
 - (iv) Natural meandering shape
 - (v) Open Play area integrated into pond.
 - (vi) Wet Pond (Maintenance Guidelines provided with this document)
 - (vii) Central Fountain Feature
 - (viii) 2'-3 masonry block walls
 - (ix) Stand-alone dock feature
 - (x) Landscaping external to pond bottom

f. Lighting Standards

- i. Project will comply with the current version of the Dripping Springs Dark Sky Ordinance.

g. Landscaping Requirements

- i. Requirements referenced in Sections 64-197 of the Lockhart Development Code still apply.
- ii. Residential
 - (a) Two (2) trees, a minimum of three caliper inches (3”) in size, are required for each single-family residential lot. All lot types that are fifty feet in width or greater are required to have one (1) additional tree planted within the lot.
 - (b) Street trees, located within the ROW between the sidewalk and back of curb and a minimum of three caliper inches (3”) in size, can count as a maximum of one (1) tree required in section f.i.(a).
- iii. Non-Residential (Includes Multi-Family)
 - (a) Landscaping Along Perimeter. All nonresidential uses shall comply with the following streetscape requirements:
 - (i) Perimeter Landscaping. Perimeter Landscaping shall be provided adjacent to all streets. This section is only applicable where building facades aren’t located within the required perimeter landscaping widths.
 - (ii) The Perimeter Landscaping shall be the following minimum widths, exclusive of street Right-of-Way.
 - A. Adjacent to Arterial Street: Ten (10) feet.
 - B. Adjacent to Collector Street: Five (5) feet.
 - C. Adjacent to Local Street: Five (5) feet.
 - (iii) Plantings within the Perimeter Landscaping shall be determined by the following:
 - A. Complete coverage of natural landscape materials shall be provided with Shrubs, Groundcover, Ornamental Grasses with a Rock/Crushed Rock Landscape Base, or Ornamental Grasses with a Mulch Base. The use of Turf Grass as a landscape material is prohibited in fulfilling the requirements of this subsection.
 - (iv) Shrub Buffer. Where parking lots, drives, and access easements abut the Perimeter Landscaping, Shrubs (5 gallon minimum) shall be planted to form a contiguous buffer along the common boundary line.
 - (v) Shrubs shall be planted in planting beds with a Rock/Crushed Rock Landscape Base or Mulch Base.
 - (vi) A berm may be placed within the Perimeter Landscaping in lieu of the required Shrubs unless needed for a headlight screen.
 - (vii) The berm must be 18 to 40 inches above the average grade of the street and parking lot curbs.
 - (viii) The slope of the berm shall not exceed a thirty-three (33) percent grade.
 - (ix) If the parking lot is located fifty (50) feet or more from the street Right-of-Way line, no Shrubs or berms will be required unless

needed for a headlight screen.

(b) **Internal Landscaping.**

- (i) Internal Landscaping refers to all areas within the paved boundaries of the parking lot.
- (ii) Any nonresidential parking area that contains more than ten (10) parking spaces shall provide Internal Landscaping in addition to the required Perimeter Landscaping.
- (iii) Only landscaped areas within the parking lot shall be used to meet the Internal Landscaping requirement.
- (iv) Plantings within the Internal Landscaping shall be determined by the following:
 - A. Ten (10) square feet of Internal Landscaping for each parking space or fraction thereof.
 - B. One (1) Shade Tree or two (2) Ornamental Trees for every fifteen (15) parking spaces or fraction thereof.
 - C. All parking spaces must be within eighty (80) feet of a Shade Tree.
 - D. Complete coverage of natural landscape materials, such Groundcover, or Ornamental Grasses with a Rock/Crushed Rock Landscape Base or Mulch Base. The use of Turf Grass as a landscape material is prohibited in fulfilling the requirements of this subsection.

iv. **Street Trees**

- (a) Street Trees are required for all residential streets that are fronted by alley-loaded lots. The trees will be planted during vertical construction of the houses. The street trees will be three caliper inches (3”) in size and will be spaced at 30’ increments.
- (b) Street trees are required for all roadways identified as arterial and collector streets as shown in exhibit L located within the Development Agreement. The street trees will be four and a half caliper inches (4.5”) in size and will be spaced at 50’ increments.

h. Architectural Requirements

- i. Requirements referenced in Sections 64-197 and 64-203 of the Lockhart Development Code still apply.
- ii. **Residential**
 - (a) Front Porches for Alley Loaded Product. Front porches will need to be at least 80 square feet and 8 feet in depth measured from the entry wall of the home.
 - (b) Garages.
 - (i) Each residence shall have a garage suitable for parking at least two (2) standard size automobiles.
 - (ii) The height of each garage door may not exceed 10 feet in height, calculated from the surface of the driveway to the bottom of the header.
 - (iii) Rear detached garages are permitted provided they are constructed in compliance with the requirements of this PDD.

- (iv) Every garage and accessory building (except a greenhouse) shall correspond in style and architectural and exterior building materials with the dwelling to which it is appurtenant.
- (v) Accessory structures, including a greenhouse, shall not exceed one (1) story in height, nor shall the total floor area of any accessory structure, exceed ten percent (10%), individually or in the aggregate, of the floor area of the main Dwelling.
- (c) Exterior materials
 - (i) which must cover not less than eighty percent (80%) of the exterior, shall be masonry, stone, stucco, plaster, cementitious siding or Hardie-plank equivalent, or wood siding on all first-floor walls (to the top of plate line of first story) visible from any street and on each remaining side and rear elevations. No exterior building walls erected or constructed shall be clad or covered with materials other than brick, brick veneer, stucco, concrete siding in plank form, stone or stone veneer.
 - (ii) 50% of the front and side façades shall be a masonry product (stone, brick, or stucco) for 50% of the single-family detached and single-family attached units.
- (d) Roof pitches must be a minimum of 8/12 front to back, 8/12 side to side, and any porch or decorative extension must be a minimum of 4/12.
- (e) All house plans must provide a minimum of four (4) of the following design elements:
 - (i) Porches, stoops, or covered entries at a minimum of eighty (80) square feet and a minimum depth of 8 feet from the entry wall of the home;
 - (ii) Bay or box windows.
 - (iii) Dormers and/or gables.
 - (iv) Use of accent materials such as brick, stone, or stucco with banding highlights.
 - (v) Ornamental or decorative windows and/or shutters, including, but not limited to, divided light windows.
 - (vi) Driveways with enhanced paving treatment consisting of salt finished concrete and/or brick borders.
 - (vii) Garage doors with one (1) of the following enhancements: (1) Cedar/Wood clad doors; (2) Double doors; (3) Decorative windows; or (4) Stamped reveals/texture and carriage style hardware; or
 - (viii) Two (2) or more coach lights
 - (ix) Front Wall Articulation. An offset in plane shall be provided every fifteen (15) feet along any front facade of the dwelling unit.
 - (x) Varying Front Setbacks. Variations of the front setback of at least five (5) feet shall be required, however buildings shall not be within the required front setback.
 - (xi) Architectural Focal Point. Include one (1) of the following architectural focal points:

- (xii) Chimney. The exterior veneer of a chimney constructed as part of or an extension to the exterior wall of a residential structure must be constructed of like or similar brick or other masonry material to that of the primary structure. The exterior veneer of chimneys shall not be constructed of wood or lumber products.
- (xiii) Window Enhancements. The use of transoms, bay windows, shutters, or other similar window enhancements.

iii. Non-Residential

- (a) Parking Lot Setback: For all commercial districts located along the frontage of an arterial roadway, parking is prohibited within 100' of the arterial right of way line that fronts the tract.
- (b) Building Articulation:
- (c) Depth Articulation: Depth articulation of at least three (3) feet shall be required for every thirty (30) feet of building facade length. Depth articulation applies only below the roofline.
- (i) Height Articulation: Height articulation for flat roofs of at least five (5) feet shall be required for every fifty (50) feet of building facade length. Pitched roofs do not require height articulation.

i. Fencing

- i. For areas defined as “Enhanced Fencing” in Appendix C, masonry columns will be required at a spacing of fifty feet (50’).
- ii. For areas defined as “Enhanced Fencing”, which shall include all external street frontages, and anywhere someone has a rear or side yard fence abutting an arterial or collector street internal to the development.
- iii. For areas defined as “Enhanced Fencing” in Appendix C, cedar or masonry shall be utilized as the fencing material.
- iv. Fencing located throughout the rest of the development will be constructed with pine, cedar, or masonry materials.

j. Commercial Build Out

- i. For the commercial buildout, developer shall construct one of the following uses:
 - (a) Cafe / restaurant
 - (b) Wellness Center featuring saunas, cold plunges and yoga rooms.
 - (c) Day Care facility
 - (d) Open food market
 - (e) Grocery
 - (f) Microbrewery
 - (g) Barber Shop
 - (h) Coffee Shop
- k. Commercial build out will be located within the “Central Commercial” Lot Type designation shown on Exhibit B. The Developer shall construct 1,000 square feet of commercial building square footage during Phase 3 of the Development within the “Central Commercial” Lot Type shown in Exhibit B.
- l. The Developer shall designate five (5) parking spaces specifically for food truck operations and shall provide electricity within 20’ of the food truck parking.

m. Parking Standards

- i. Single-Family Detached and Single-Family Attached Lot Type

- (a) Provide two (2) parking spaces for each unit.
 - ii. Central Commercial Lot Type
 - (a) There is no parking requirement in this lot type.
 - iii. Medium Commercial Lot Type
 - (a) Provide one (1) parking space or every 300 square feet of building space.
 - iv. Multi-Family Lot Type
 - (a) Provide two (2) parking spaces for every unit.
- n. Utility Standards**
- i. Storm Sewer
 - (a) Mains will be constructed within the City's Public ROW.
 - (b) Alley storm sewer will be designed to connect to storm mains located within the City's Public ROW.
 - ii. Water and wastewater services
 - (a) Will be constructed within the proposed alleys for all alley loaded single-family detached and attached uses.

III. EXHIBITS

- a. The following Exhibits are attached to this Agreement and are incorporated herein for all purposes:
 - i. Appendix A Geometric Street Requirements Table A-1
 - ii. Appendix B Street Sections
 - iii. Appendix C Fencing Layout

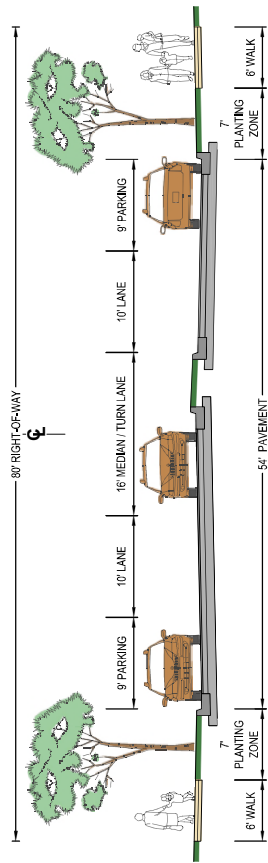
APPENDIX A
STREET GEOMETRIC STANDARDS
TABLE A-1

Table A-1

Street Dimension Requirements for Seawillow PDD						
Street Type	ROW Required (ft.)	Pavement Width Required (ft.)	ROW Provided (ft.)	Pavement Width Provided(ft.)	Sidewalk (ft.)	Planting Zone (ft.)
Arterial	80	N/A	80	54	6	7
Collector/Commercial Local	60	41	60	36	5	7
Residential Local (50' Lots)	50	31	50	30	5	5
Residential Local (Less than 50' Lots)	50	31	54	30	5	7
Commercial/Park Facing Alley	25	20	30	25	5	2.5
Residential Alley	20	15	20	15	5	2.5

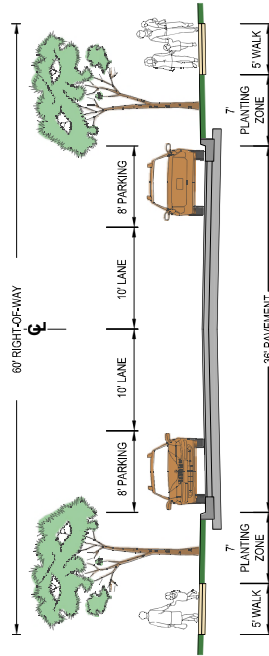
APPENDIX B

STREET SECTIONS



STREET SECTION - ARTERIAL

NOT TO SCALE



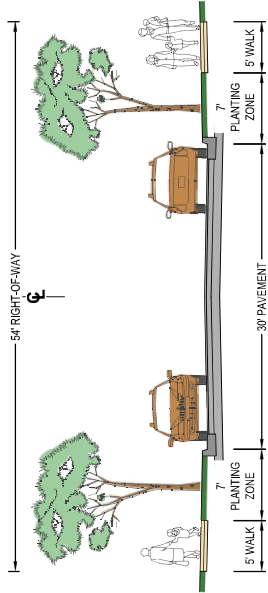
STREET SECTION - COLLECTOR / COMMERCIAL LOCAL

NOT TO SCALE



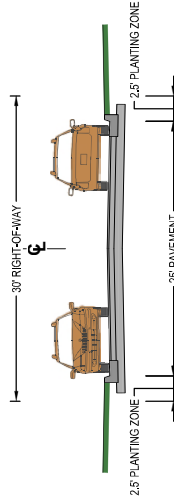
STREET SECTION - RESIDENTIAL LOCAL (50' LOTS)

NOT TO SCALE



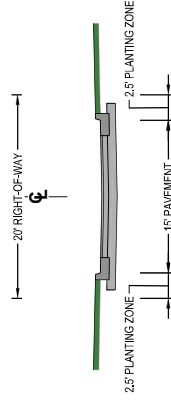
STREET SECTION - RESIDENTIAL LOCAL (<50' LOTS)

NOT TO SCALE



STREET SECTION - COMMERCIAL / PARK FACING ALLEY

NOT TO SCALE



STREET SECTION - RESIDENTIAL ALLEY

NOT TO SCALE



2121 E 6th STREET, SUITE 203
AUSTIN, TEXAS 78702

APPENDIX C

FENCING LAYOUT

EXHIBIT F

Home Buyer Disclosure Program

The PID Administrator for the Seawillow Ranch Public Improvement District (the “PID”) shall facilitate notice to prospective homebuyers in accordance with the following minimum requirements:

1. Record notice of the PID in the appropriate land records for the Property.
2. Require homebuilders to attach the Recorded Notice of the Authorization and Establishment of the PID and the final Assessment Roll for such Assessed Parcel (or if the Assessment Roll is not available for such Assessed Parcel, then a schedule showing the maximum 30-year payment for such Assessed Parcel) in an addendum to each residential homebuyer’s contract on brightly colored paper.
3. Collect a copy of the addendum signed by each buyer from homebuilders and provide to the City.
4. Require signage indicating that the Property for sale is located in a special assessment district and require that such signage be located in conspicuous places in all model homes.
5. Prepare and provide to homebuilders an overview of the existence and effect of the PID for those homebuilders to include in each sales packet of information that it provides to prospective homebuyers.
6. Notify homebuilders who estimate monthly ownership costs of the requirement that they must include special assessments in estimated Property taxes.
7. Notify Settlement Companies through the homebuilders that they are required to include special taxes on HUD 1 forms and include in total estimated taxes for the purpose of setting up tax escrows.
8. Include notice of the PID in the homeowner association documents in conspicuous bold font.
9. The City will include announcements of the PID on the City’s web site.

The Developer and the PID Administrator shall regularly monitor the implementation of this disclosure program and shall take appropriate action to require these notices to be provided when one of them discovers that any requirement is not being complied with.

EXHIBIT G

LANDOWNER AGREEMENT

This **LANDOWNER AGREEMENT** (the “Agreement”), is entered into as of _____, among the City of Lockhart, Texas (the “City”), a home-rule municipality of the State of Texas (the “State”), and _____, a Texas _____ (the “Landowner”).

RECITALS:

WHEREAS, capitalized terms used but not defined herein shall have the meanings given to them in the Service and Assessment Plan (as defined herein); and

WHEREAS, Landowner owns the Assessed Parcels described by a metes and bounds description attached as **Exhibit I** to this Agreement and which is incorporated herein for all purposes, comprising all of the non-exempt, privately-owned land described in **Exhibit I** (the “Landowner Parcel”) which is located within the Seawillow Ranch Public Improvement District (the “District”) in the City; and

WHEREAS, the City Council has adopted an assessment ordinance (including all exhibits and attachments thereto, the “Assessment Ordinance”) for the Authorized Improvements and the Service and Assessment Plan (as updated and amended, the “Service and Assessment Plan”) and which is incorporated herein for all purposes, and has levied an assessment on each Assessed Parcel in the District that will be pledged for the payment of certain infrastructure improvements and to pay the costs of constructing the Authorized Improvements that will benefit the Assessed Property; and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions attached to this Agreement as **Exhibit II** and which are incorporated herein for all purposes, includes the statutory notification required by Texas Property Code, Section 5.014, as amended, to be provided by the seller of residential property that is located in a public improvement district established under Chapter 372 of the Texas Local Government Code, as amended (the “PID Act”), to the purchaser.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, obligations and benefits hereinafter set forth, the City and the Landowner hereby contract, covenant and agree as follows:

DEFINITIONS; APPROVAL OF AGREEMENTS

Definitions. Capitalized terms used but not defined herein (including each exhibit hereto) shall have the meanings ascribed to them in the Service and Assessment Plan.

Affirmation of Recitals. The findings set forth in the Recitals of this Agreement are hereby incorporated as the official findings of the City Council.

I.
AGREEMENTS OF LANDOWNER

A. Affirmation and Acceptance of Agreements and Findings of Benefit. Landowner hereby ratifies, confirms, accepts, agrees to, and approves:

(i) the creation and boundaries of the District, and the boundaries of the Landowner's Parcel which are coterminous with the District, all as shown on Exhibit I, and the location and development of the Authorized Improvements on the Landowner Parcel and on the property within the District;

(ii) the determinations and findings as to the benefits by the City Council in the Service and Assessment Plan and the Assessment Ordinance; and

(iii) the Assessment Ordinance and the Service and Assessment Plan.

B. Acceptance and Approval of Assessments and Lien on Property. Landowner consents to, agrees to, acknowledges and accepts the following:

(i) each Assessment levied by the City on the Assessed Parcels within the District (the "Assessments"), as shown on the assessment roll attached as Appendix __ to the Service and Assessment Plan (the "Assessment Roll");

(ii) the Authorized Improvements specially benefit the District, and the Landowner's Parcel, in an amount at least equal to the Assessment levied on the Landowner's Parcel within the District, as such Assessment is shown on the Assessment Roll;

(iii) each Assessment is final, conclusive and binding upon Landowner and any subsequent owner of the Assessed Parcels, regardless of whether such landowner may be required to prepay a portion of, or the entirety of, such Assessment upon the occurrence of a mandatory prepayment event as provided in the Service and Assessment Plan;

(iv) the obligation to pay the Assessment levied on the Assessed Parcels owned by it when due and in the amount required by and stated in the Service and Assessment Plan and the Assessment Ordinance;

(v) each Assessment or reassessment, with interest, the expense of collection, and reasonable attorney's fees, if incurred, is a first and prior lien against the Assessed Parcels, superior to all other liens and monetary claims except liens or monetary claims for state, county, school district, or municipal ad valorem taxes, and is a personal liability of and charge against the owner of the Assessed Parcels regardless of whether such owner is named;

(vi) the Assessment lien on the Assessed Parcel is a lien and covenant that runs with the land and is effective from the date of the Assessment Ordinance and continues

until the Assessment is paid and may be enforced by the governing body of the City in the same manner that an ad valorem tax lien against real property may be enforced by the City;

(vii) delinquent installments of the Assessment shall incur and accrue interest, penalties, and attorney's fees as provided in the PID Act;

(viii) the owner of an Assessed Parcel may pay at any time the entire Assessment, with interest that has accrued on the Assessment, on any parcel in the Landowner Parcel;

(ix) the Annual Installments of the Assessments (as defined in the Service and Assessment Plan and Assessment Roll) may be adjusted, decreased and extended; and, the assessed parties shall be obligated to pay their respective revised amounts of the Annual Installments, when due, and without the necessity of further action, assessments or reassessments by the City, the same as though they were expressly set forth herein; and

(x) Landowner has received, or hereby waives, all notices required to be provided to it under Texas law, including the PID Act, prior to the Effective Date (defined herein).

C. Mandatory Prepayment of Assessments. Landowner agrees and acknowledges that Landowner or subsequent landowners may have an obligation to prepay an Assessment upon the occurrence of a mandatory prepayment event, at the sole discretion of the City and as provided in the Service and Assessment Plan, as amended or updated.

D. Notice of Assessments. Landowner further agrees as follows:

(i) the Declaration of Covenants, Conditions and Restrictions in the form attached hereto as **Exhibit II** shall be terms, conditions and provisions running with the Assessed Parcel and shall be recorded (the contents of which shall be consistent with the Assessment Ordinance and the Service and Assessment Plan as reasonably determined by the City), in the records of the County Clerk of Caldwell County, as a lien and encumbrance against such Assessed Parcel, and Landowner hereby authorizes the City to so record such documents against the Assessed Parcel owned by Landowner;

(ii) in the event of any subdivision, sale, transfer or other conveyance by the Landowner of the right, title or interest of the Landowner in the Landowner's Parcel or any part thereof, the Landowner's Parcel, or any such part thereof, shall continue to be bound by all of the terms, conditions and provisions of such Declaration of Covenants, Conditions and Restrictions and any purchaser, transferee or other subsequent owner shall take such Assessed Parcel subject to all of the terms, conditions and provisions of such Declaration of Covenants, Conditions and Restrictions; and

(iii) Landowner shall comply with, and shall contractually obligate (and promptly provide written evidence of such contractual provisions to the City) any party who purchases any Assessed Parcel owned by Landowner, or any portion thereof, for the purpose of constructing residential properties that are eligible for “homestead” designations under State law, to comply with, the Homebuyer Education Program described on **Exhibit III** to this Agreement. Such compliance obligation shall terminate as to each Lot if, and when, (i) a final certificate of occupancy for a residential unit on such Lot is issued by the City, and (ii) there is a sale of a Lot to an individual homebuyer, it being the intent of the undersigned that the Homebuyer Education Program shall apply only to a commercial builder who is in the business of constructing and/or selling residences to individual home buyers (a “Builder”) but not to subsequent sales of such residence and Lot by an individual home buyer after the initial sale by a Builder.

Notwithstanding the provisions of this Section, upon the Landowner’s request and the City’s consent, in the City’s sole and absolute discretion, the Declaration of Covenants, Conditions and Restrictions may be included with other written restrictions running with the land on property within the District, provided they contain all the material provisions and provide the same material notice to prospective property owners as does the document attached as **Exhibit II**.

II. OWNERSHIP AND CONSTRUCTION OF AUTHORIZED IMPROVEMENTS

A. Ownership and Transfer of Authorized Improvements. Landowner acknowledges that the portion of the Authorized Improvements benefitting the Landowner Parcel and the land (or easements, as applicable) needed therefor shall be owned by the City as constructed and/or conveyed to the City and Landowner will execute such conveyances and/or dedications of public rights of way and easements as may be reasonably required to evidence such ownership, as generally described on the current plats of the property within the District.

B. Grant of Easement and License, Construction of Authorized Improvements.

(i) Any subsequent owner of the Assessed Parcel shall, upon the request of the City or Landowner, grant and convey to the City or Landowner and its contractors, materialmen and workmen a temporary license and/or easement, as appropriate, to construct the Authorized Improvements on the Landowner Parcel within the District, to stage on the Landowner Parcel within the District construction trailers, building materials and equipment to be used in connection with such construction of the Authorized Improvements and for passage and use over and across parts of the property within the District as shall be reasonably necessary during the construction of the Authorized Improvements. Any subsequent owner of the Assessed Parcels may require that each contractor constructing the Authorized Improvements cause such owner of the Assessed Parcel to be indemnified and/or named as an additional insured under liability insurance reasonably acceptable to such owner of the Assessed Parcel. The right to use and enjoy

any easement and license provided above shall continue until the construction of the Authorized Improvements is complete; provided, however, any such license or easement shall automatically terminate upon the recording of the final plat for the Landowner's Parcel in the real property records of Caldwell County, Texas.

(ii) Landowner hereby agrees that any right or condition imposed by the Development Agreement, or other agreement, with respect to the Assessment has been satisfied, and that Landowner shall not have any rights or remedies against the City under the Development Agreement, or under any law or principles of equity concerning the Assessments, with respect to the formation of the District, approval of the Service and Assessment Plan and the City's levy and collection of the Assessments.

III. COVENANTS AND WARRANTIES; MISCELLANEOUS

A. Special Covenants and Warranties of Landowner.

Landowner represents and warrants to the City as follows:

(i) Landowner is duly organized, validly existing and, as applicable, in good standing under the laws of the state of its organization and has the full right, power and authority to enter into this Agreement, and to perform all the obligations required to be performed by Landowner hereunder.

(ii) This Agreement has been duly and validly executed and delivered by, and on behalf of, Landowner and, assuming the due authorization, execution and delivery thereof by and on behalf of the City and the Landowner, constitutes a valid, binding and enforceable obligation of such party enforceable in accordance with its terms. This representation and warranty is qualified to the extent the enforceability of this Agreement may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws of general application affecting the rights of creditors in general.

(iii) Neither the execution and delivery hereof, nor the taking of any actions contemplated hereby, will conflict with or result in a breach of any of the provisions of, or constitute a default, event of default or event creating a right of acceleration, termination or cancellation of any obligation under, any instrument, note, mortgage, contract, judgment, order, award, decree or other agreement or restriction to which Landowner is a party, or by which Landowner or Landowner's Parcel is otherwise bound.

(iv) Landowner is, subject to all matters of record in the Caldwell County, Texas Real Property Records, the sole owner of the Landowner's Parcel.

(v) The Landowner's Parcel owned by Landowner is not subject to, or encumbered by, any covenant, lien, encumbrance or agreement which would prohibit (i) the creation of the District, (ii) the levy of the Assessments, or (iii) the construction of the Authorized Improvements on those portions of the property within the District which are to be owned by the City, as generally described on the current plats of the property within

the District (or, if subject to any such prohibition, the approval or consent of all necessary parties thereto has been obtained).

(vi) Landowner covenants and agrees to execute any and all documents necessary, appropriate or incidental to the purposes of this Agreement, as long as such documents are consistent with this Agreement and do not create additional liability of any type to, or reduce the rights of, such Landowner by virtue of execution thereof.

B. Waiver of Claims Concerning Authorized Improvements. The Landowner, with full knowledge of the provisions, and the rights thereof pursuant to such provisions, of applicable law, waives any claims against the City and its successors, assigns and agents, pertaining to the installation of the Authorized Improvements.

C. Notices.

Any notice or other communication to be given to the City or Landowner under this Agreement shall be given by delivering the same in writing to:

To the City: Attn: City Manager
308 W San Antonio St
Lockhart, Texas 78644

With a copy to: Attn: Brad Bullock
Messer Fort PLLC
4201 W. Parmer Lane, Suite 150
Austin, Texas 78727

To the Developer: Attn: Tom Staub
212 E. 6th Street, Suite 203
Austin, Texas 78702
E-mail:tom@redoakvc.com

With a copy to: Attn: Drew Slone
Locke Lord LLP
2200 Ross Avenue, Suite 2800
Dallas, Texas 75201
E-mail:dslone@lockelord.com

Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed, or sent by electronic or facsimile transmission confirmed by mailing written confirmation at substantially the same time as such electronic or facsimile transmission, or personally delivered to an officer of the recipient as the address set forth herein.

Each recipient may change its address by written notice in accordance with this Section. Any communication addressed and mailed in accordance with this provision shall be deemed to be given when so mailed, any notice so sent by electronic or facsimile transmission shall be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person shall be deemed to be given when receipted for, or actually received by, the addressee.

D. Parties in Interest.

This Agreement is made solely for the benefit of the City and the Landowner and is not assignable, except, in the case of Landowner, in connection with the sale or disposition of all or substantially all of the parcels which constitute the Landowner Parcel. However, the parties expressly agree and acknowledge that the City, the Landowner, each current owner of any parcel which constitutes the Landowner Parcel, and the holders of or trustee for any bonds secured by Assessment Revenues or TIRZ Increment revenues of the City or any part thereof to finance the costs of the Authorized Improvements, are express beneficiaries of this Agreement and shall be entitled to pursue any and all remedies at law or in equity to enforce the obligations of the parties hereto. This Agreement shall be recorded in the real property records of Caldwell County, Texas.

E. Amendments.

This Agreement may be amended only by written instrument executed by the City and the Landowner. No termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the then-current owners of the property within the District and recorded in the Real Property Records of Caldwell County, Texas.

F. Effective Date.

This Agreement shall become and be effective (the "Effective Date") upon the date of final execution by the latter of the City and the Landowner and shall be valid and enforceable on said date and thereafter.

G. Estoppels.

Within 10 days after written request from a party hereto, the other party shall provide a written certification, indicating whether this Agreement remains in effect as to the Landowner Parcel, and whether any party is then in default hereunder.

H. Termination.

This Agreement shall terminate and be of no further force and effect as to the Landowner Parcel upon payment in full of the Assessment(s) against such Landowner Parcel.

[Signature pages to follow]

EXECUTED by the City and Landowner on the Effective Date.

Date: _____

CITY OF LOCKHART, TEXAS

By: _____
_____, Mayor

STATE OF TEXAS §
 §
COUNTY OF CALDWELL §

This instrument was acknowledged before me on the __ day of _____, 2024 by _____,
Mayor of the City of Lockhart, Texas on behalf of said City.

(SEAL)

Notary Public, State of Texas

Name printed or typed

Commission Expires: _____

[Signature Page Landowner Agreement]

LANDOWNER

a Texas _____,

By: _____
_____,
its manager

STATE OF TEXAS)
)
COUNTY OF _____)

This instrument was acknowledged before me on the __ day of _____, 2024, by _____ in his capacity as Manager of _____, known to be the person whose name is subscribed to the foregoing instrument, and that he executed the same on behalf of and as the act of Manager of _____.

Notary Public, State of Texas

My Commission Expires:

[Signature Page Landowner Agreement]

LANDOWNER AGREEMENT - EXHIBIT I
METES AND BOUNDS DESCRIPTION OF LANDOWNER'S PARCEL

LANDOWNER AGREEMENT - EXHIBIT II

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** (as it may be amended from time to time, this “Declaration”) is made as of _____ by _____ a Texas _____ (the “Landowner”).

RECITALS:

- A. The Landowner holds record title to that portion of the real property located in Caldwell County, Texas, which is described in the attached **Exhibit I** (the “Landowner’s Parcel”).
- B. The City Council of the City of Lockhart, Texas (the “City Council”) upon a petition requesting the establishment of a public improvement district covering the property within the District to be known as the Seawillow Ranch Public Improvement District (the “District”) by the then record owners taxable real property representing more than fifty percent (50%) of the appraised value of the real property liable for assessment (as determined by the most recent certified appraisal roll for Caldwell County) in the area requested to be included in the District and the record owners of taxable real property that constitute more than fifty percent (50 %) of all of the area of all taxable real property that are liable for assessment within the area requested to be included in the District, created such District, in accordance with the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the “PID Act”).
- C. The City Council has adopted an assessment ordinance to levy assessments for certain public improvements (including all exhibits and attachments thereto, the “Assessment Ordinance”) and the Service and Assessment Plan included as an exhibit to the Assessment Ordinance (as amended from time to time, the “Service and Assessment Plan”), and has levied the assessments (the “Assessments”) on property in the District.
- D. The statutory notification required by Texas Property Code, Section 5.014, as amended, to be provided by the seller of residential property that is located in a public improvement district established under Chapter 372 of the Texas Local Government Code, as amended, to the purchaser, is incorporated into this Declaration.

DECLARATIONS:

NOW, THEREFORE, the Landowner hereby declares that the Landowner’s Parcel is and shall be subject to, and hereby imposes on the Landowner’s Parcel, the following covenants, conditions and restrictions:

1. Acceptance and Approval of Assessments and Lien on Property:

- (a) Landowner accepts each Assessment levied on the Landowner’s Parcel owned by such Landowner.
- (b) The Assessment (including any reassessment, the expense of collection, and reasonable attorney’s fees, if incurred) is (a) a first and prior lien (the “Assessment”

Lien”) against the property assessed, superior to all other liens or claims except for liens or claims for state, county, school district or municipality ad valorem property taxes whether now or hereafter payable, and (b) a personal liability of and charge against the owners of the property to the extent of their ownership regardless of whether the owners are named. The Assessment Lien is effective from the date of the Assessment Ordinance until the Assessments are paid and may be enforced by the City in the same manner as an ad valorem property tax levied against real property that may be enforced by the City. The owner of any assessed property may pay, at any time, the entire Assessment levied against any such property. Foreclosure of an ad valorem property tax lien on property within the District will not extinguish the Assessment or any unpaid but not yet due Annual Installments of the Assessment, and will not accelerate the due date for any unpaid and not yet due Annual Installments of the Assessment.

It is the clear intention of all parties to this Declaration, that the Assessments, including any Annual Installments of the Assessments (as such Annual Installments may be adjusted, decreased or extended), are covenants that run with the Landowner’s Parcel and specifically binds the Landowner, its successors and assigns.

In the event of delinquency in the payment of any Annual Installment of the Assessment, the City is empowered to order institution of an action in district court to foreclose the related Assessment Lien, to enforce personal liability against the owner of the real property for the Assessment, or both. In such action the real property subject to the delinquent Assessment may be sold at judicial foreclosure sale for the amount of such delinquent property taxes and Assessment, plus penalties, interest and costs of collection.

2. Landowner or any subsequent owner of the Landowner’s Parcel waives:

- (a) any and all defects, irregularities, illegalities or deficiencies in the proceedings establishing the District and levying and collecting the Assessments or the annual installments of the Assessments;
- (b) any and all notices and time periods provided by the PID Act including, but not limited to, notice of the establishment of the District and notice of public hearings regarding the levy of Assessments by the City Council concerning the Assessments;
- (c) any and all defects, irregularities, illegalities or deficiencies in, or in the adoption of, the Assessment Ordinance by the City Council;
- (d) any and all actions and defenses against the adoption or amendment of the Service and Assessment Plan, the City’s finding of a ‘special benefit’ pursuant to the PID Act and the Service and Assessment Plan, and the levy of the Assessments; and
- (e) any right to object to the legality of any of the Assessments or the Service and Assessment Plan or to any of the previous proceedings connected therewith which occurred prior to, or upon, the City Council’s levy of the Assessments.

3. Amendments: This Declaration may be terminated or amended only by a document duly executed and acknowledged by the then-current owner(s) of the Landowner’s Parcel and

the City. No such termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the parties by whom approval is required as set forth above and recorded in the Real Property Records of Caldwell County, Texas.

4. **Third Party Beneficiary:** The City is a third-party beneficiary to this Declaration and may enforce the terms hereof.
5. **Notice to Subsequent Purchasers:** Upon the sale of a dwelling unit within the District, the purchaser of such property shall be provided a written notice that reads substantially similar to the following:

TEXAS PROPERTY CODE SECTION 5.014

NOTICE OF OBLIGATION TO PAY PUBLIC IMPROVEMENT DISTRICT ASSESSMENT TO THE CITY OF LOCKHART, CALDWELL COUNTY, TEXAS CONCERNING THE PROPERTY AT [Street Address]

As the purchaser of this parcel of real property, you are obligated to pay an assessment to the City of Lockhart, Texas, for improvement projects undertaken by a public improvement district under Chapter 372 of the Texas Local Government Code, as amended. The assessment may be due in periodic installments.

The amount of the assessment against your property may be paid in full at any time together with interest to the date of payment. If you do not pay the assessment in full, it will be due and payable in annual installments (including interest and collection costs). More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the City of Lockhart, _____ Lockhart, Texas 78____.

Your failure to pay the assessment or the annual installments could result in a lien and in the foreclosure of your property.

Signature of Purchaser(s) _____ Date: _____

The seller shall deliver this notice to the purchaser before the effective date of an executory contract binding the purchaser to purchase the property. The notice may be given separately, as part of the contract during negotiations, or as part of any other notice the seller delivers to the purchaser. If the notice is included as part of the executory contract or another notice, the title of the notice prescribed by this section, the references to the street address and date in the notice, and the purchaser's signature on the notice may be omitted.

EXECUTED by the undersigned on the date set forth below to be effective as of the date first above written.

LANDOWNER

a Texas _____,

By: _____
_____,
its manager

STATE OF TEXAS)
)
COUNTY OF _____)

 This instrument was acknowledged before me on the __ day of _____, 2024, by
_____ in his capacity as Manager of _____, known to
be the person whose name is subscribed to the foregoing instrument, and that he executed the same
on behalf of and as the act of Manager of _____.

Notary Public, State of Texas

My Commission Expires:

LANDOWNER AGREEMENT - EXHIBIT III

HOMEBUYER EDUCATION PROGRAM

As used in this **Exhibit III**, the recorded Notice of the Authorization and Establishment of the Seawillow Ranch Public Improvement District and the Declaration of Covenants, Conditions and Restrictions in **Exhibit II** of this Agreement are referred to as the “Recorded Notices.”

1. Any Landowner who is a Builder shall attach the Recorded Notices and the final Assessment Roll for such Assessed Parcel (or if the Assessment Roll is not available for such Assessed Parcel, then a schedule showing the maximum 30-year payment for such Assessed Parcel) as an addendum to any residential homebuyer’s contract.
2. Any Landowner who is a Builder shall provide evidence of compliance with Paragraph 1 above, signed by such residential homebuyer, to the City.
3. Any Landowner who is a Builder shall prominently display signage in its model homes, if any, substantially in the form of the Recorded Notices.
4. If prepared and provided by the City, any Landowner who is a Builder shall distribute informational brochures about the existence and effect of the District in prospective homebuyer sales packets.
5. Any Landowner who is a Builder shall include Assessments in estimated property taxes, if such Builder estimates monthly ownership costs for prospective homebuyers.

EXHIBIT H
Certification for Payment Form

The undersigned is an agent for _____ (the “Developer”) and requests payment from the Improvement Account of the Project Fund (as defined in the Bond Indenture) from the City of Lockhart, Texas (the “City”) in the amount of \$_____ for labor, materials, fees, and/or other general costs related to the creation, acquisition, or construction of certain Authorized Improvements related to the Seawillow Ranch Public Improvement District. Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Bond Indenture.

In connection to the above referenced payment, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this payment request form on behalf of the Developer and is knowledgeable as to the matters set forth herein.
2. The payment requested for the below referenced Authorized Improvement(s) has not been the subject of any prior payment request submitted for the same work to the City or, if previously requested, no disbursement was made with respect thereto.
3. The amount listed for the Authorized Improvement(s) below is a true and accurate representation of the Actual Costs associated with the creation, acquisition, or construction of said Authorized Improvement(s); and such costs: (i) are in compliance with the Bond Indenture; and (ii) are consistent with the Service and Assessment Plan.
4. The Developer is in compliance with the terms and provisions of the Development Agreement, the Bond Indenture, and the Service and Assessment Plan.
5. All conditions set forth in the Bond Indenture for the payment hereby requested have been satisfied.
6. The work with respect to the Authorized Improvement(s) referenced below (or their completed segment, section or portion thereof) has been completed and the City may begin inspection of the Authorized Improvement(s).
7. The Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

Payments requested are as follows:

- a. X amount to Person or Account Y for Z goods or services.
- b. Etc.

As required by the Indenture, the Actual Costs for the Authorized Improvement(s) shall be paid as follows:

Authorized Improvement:	Amount to be paid from the Project Fund	Total Cost of Authorized Improvement

Attached hereto, are receipts, purchase orders, Change Orders, and similar instruments which support and validate the above requested payments.

Pursuant to the Development Agreement, after receiving this payment request, the City is authorized to inspect the Authorized Improvement (or completed, section or portion thereof segment) and confirm that said work has been completed in accordance with all applicable governmental laws, rules, and Plans.

I hereby declare that the above representations and warranties are true and correct.

a Texas limited liability company

By:

By:

By: _____
Name:
Its: Manager

Date:_____

APPROVAL OF REQUEST BY CITY

The undersigned is in receipt of the attached Certification for Payment. After reviewing the Certification for Payment, the Certification for Payment is approved and the Trustee is directed to disburse the requested payments from the Improvement Account of the Project Fund, in accordance with the Certification for Payment. The City's approval of the Certification for Payment shall not have the effect of estopping or preventing the undersigned from asserting claims under the Indenture, the Service and Assessment Plan, any other agreement between the parties or that there is a defect in the Authorized Improvement.

CITY OF LOCKHART, TEXAS

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT I
Closing Disbursement Request

The undersigned is an agent for _____, (the “Developer”) and requests payment from:

[the Cost of Issuance Account of the Project Fund] [the Improvement Account of the Project Fund] from _____, (the “Trustee”) in the amount of ____ DOLLARS (\$ _____) for costs incurred in the establishment, administration, and operation of the Seawillow Ranch Public Improvement District (the “District”), as follows:

Closing Costs Description	Cost	PID Allocated Cost
TOTAL		

In connection to the above referenced payments, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Closing Disbursement Request on behalf of the Developer and is knowledgeable as to the matters set forth herein.
2. The payment requested for the above referenced establishment, administration, and operation of the District at the time of the delivery of the PID Bonds has not been the subject of any prior payment request submitted to the City.
3. The amount listed for the below itemized costs is a true and accurate representation of the Authorized Improvement Costs incurred by Developer with the establishment of the District at the time of the delivery of the PID Bonds, and such costs are in compliance with and within the costs as set forth in the Service and Assessment Plan.
4. The Developer is in compliance with the terms and provisions of the Development Agreement, the Indenture, and the Service and Assessment Plan.
5. All conditions set forth in the Indenture for the payment hereby requested have been satisfied.
6. The Developer agrees to cooperate with the City in conducting its review of the requested payment and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

Payments requested hereunder shall be made as directed below:

- a. X amount to Person or Account Y for Z goods or services.
- b. Payment instructions

I hereby declare that the above representations and warranties are true and correct.

_____,
a Texas limited liability company

By: _____
Texas limited liability company
Its Manager

By:

By: _____
Name: _____
Its: Manager

Date: _____

APPROVAL OF REQUEST BY CITY

The City is in receipt of the attached Closing Disbursement Request, acknowledges the Closing Disbursement Request, and finds the Closing Disbursement Request to be in order. After reviewing the Closing Disbursement Request, the City approves the Closing Disbursement Request to the extent set forth below and authorizes and directs payment by Trustee in such amounts and from the accounts listed below, to the Developer or other person designated by the Developer herein.

CITY OF LOCKHART, TEXAS

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT J
Water System Improvements



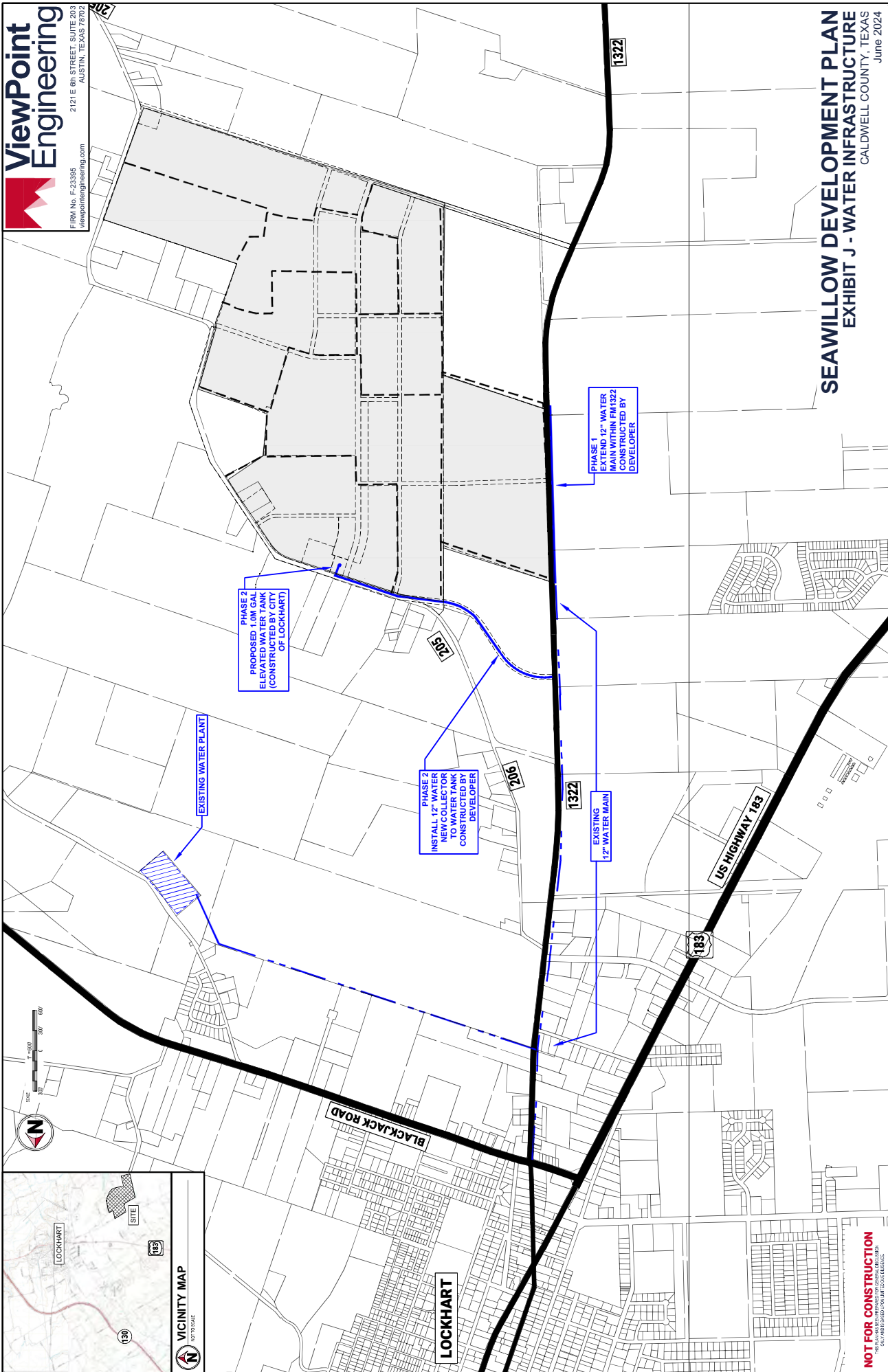
FIRM No. F-23395
viewpointengineering.com
2121 E 6th STREET, SUITE 203
AUSTIN, TEXAS 78702

SEAWILLOW DEVELOPMENT PLAN

EXHIBIT J - WATER INFRASTRUCTURE

CALDWELL COUNTY, TEXAS

June 2024



NOT FOR CONSTRUCTION
THIS PLAN HAS BEEN PREPARED FOR GENERAL DISCUSSION
ONLY AND IS BASED UPON LIMITED DUE DILIGENCE.

EXHIBIT K
Wastewater System Improvements

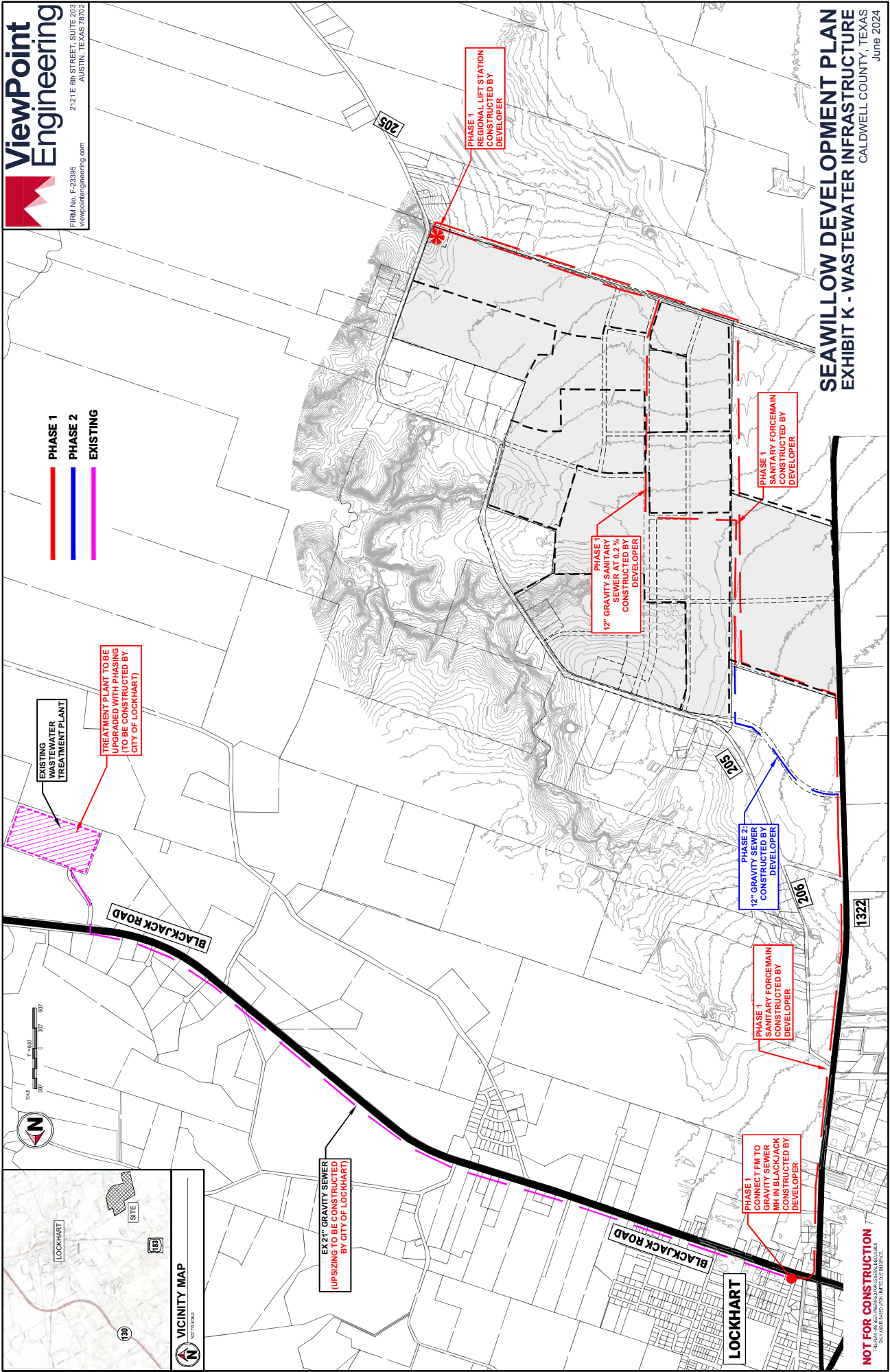


EXHIBIT L
Roadway System Improvements

ARTERIAL (60 FT)
COLLECTOR / COMMERCIAL LOCAL (60 FT)
PREVIOUSLY APPROVED COLLECTOR (60 FT)

LOCKHART
E.T.J

3.9 AC OF R.O.W.
DEDICATION

WATER
PIPELINE
EASEMENT

PREVIOUSLY APPROVED
COLLECTOR (60 FT)

LOCKHART
CITY LIMITS

205

LOCKHART
E.T.J

SEAWILLOW DEVELOPMENT PLAN
EXHIBIT L - ROADWAY SYSTEM IMPROVEMENTS
CALDWELL COUNTY, TEXAS
June 2024

NOT FOR CONSTRUCTION
THIS PLAN HAS BEEN PREPARED FOR GENERAL DISCUSSION
ONLY AND IS BASED UPON LIMITED DUE DILIGENCE.

 VICINITY MAP

VICIN



Page 818 of 853

EXHIBIT L1
Off-Site Roadway Improvements

CALDWELL COUNTY, TEXAS
June 2024

THIS PLAINT HAS BEEN PREPARED FOR GENERAL DISCUSSION
ONLY AND IS BASED UPON LIMITED DUE DILIGENCE.



EXHIBIT M

ESCROW AND IMPROVEMENT AGREEMENT

THIS ESCROW and IMPROVEMENT AGREEMENT (this "Agreement") is entered into to be effective as of _____ ("Effective Date"), by and between the City of Lockhart, Texas ("City") and _____ ("Developer"). (Developer and City are sometimes collectively referred to herein as the "Parties").

RECITALS

A. Developer and City have entered into a Development Agreement ("DA") with an Effective Date of June 18, 2024. Pursuant to the DA, the Parties have agreed that the Developer will fund public improvements for the design and construction of a _____ (the "City Project") which will serve the Developer's property located at _____, Developer shall tender to the City one or more cashier's checks or bank wires as payment for their Pro-Rata share cost of constructing the City Project in the amount of \$_____ for construction of the City Project (the "Escrow Funds"). The City shall fund the cost of the _____ in excess of the amount escrowed by the Developer. The Developer shall not be responsible for any additional financial contributions towards the _____.

B. The purpose of this Agreement is to set forth the procedure to be used by City to withdraw the Escrow Funds which funds will be used by the City to design and construct the City Project as described in Exhibit "A", within the City's _____ easement.

C. The Developer and City contributions towards construction of the _____ has been determined by the Parties in the DA and City to be a utility/roadway system improvement benefiting the Developer's property as well as future development to the _____ system and each Party's contribution is based on terms of the DA.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, and for other good and valuable consideration the receipt, sufficiency and adequacy of which the parties hereto mutually acknowledge the parties hereto hereby agree to the following:

1. Escrow of Funds. As of the Effective Date hereof, Developer has deposited with the City a cashier's check in the amount of \$_____ the Escrowed Funds and shall be used by the City for construction of the City Project, or as otherwise provided by this Agreement.

2. Disbursement of the Escrowed Funds. City, subject to the provisions hereinafter set forth, shall disburse funds from the Escrowed Funds as follows:

A. The City from time to time shall have the right to withdraw such amounts from the Escrowed Funds that are sufficient to compensate the contractor(s)/consultants selected by the City for the construction of the City Project.

B. Upon completion of the City Project, any Escrowed Funds remaining after the City has certified to Developer in writing: (1) that the construction of the City Project is complete; and (2) that City has taken possession of the City Project, then the City shall refund to Developer any remaining Escrow Funds to the Developer. If the Escrowed Funds are insufficient to fund the Developer's share of the public improvements, Developer shall deposit sufficient funds with the City to cover any such deficiencies.

C. The City shall construct the City Project on or before_____. Developer shall provide City access to the Property so that City may connect the City Project to the Developer's project. In the event, that City is unable to construct the City Project, the Developer shall be reimbursed unspent escrowed funds.

4. Information on Escrowed Funds. If requested by Developer, the City shall promptly provide all information on the balance and location of the Escrowed Funds and an accounting of how the Escrowed Funds have been utilized.

5. Entire Agreement. This Agreement and amendments thereto contain the entire agreement of the parties hereto with respect to the subject matter hereof, and this Agreement can be amended only by written agreement signed by all of the parties hereto.

6. Binding Effect. This Agreement, and the terms, covenants and conditions herein contained shall inure to the benefit of and be binding upon the successors and assigns of each of the parties hereto.

7. Attorneys' Fees. In the event any party to this Agreement should bring suit against another party in respect of any matters provided for herein, the prevailing party shall be entitled to recover from such other party(ies) its costs of court, legal expenses and reasonable attorneys' fees in connection with such suit.

8. Time. Time is of the essence in all things pertaining to the performance of this Agreement.

9. Applicable Law. The construction and validity of this Agreement shall be governed by the laws of the State of Texas and venue lies in Caldwell County, Texas.

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

11. Grammatical Construction. Wherever appropriate, the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice versa.

12. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall be construed as one and the same instrument.

Effective date is _____.

DEVELOPER:

By: _____
(Name)Title

Executed: _____

Address: _____

CITY:

CITY OF LOCKHART, TEXAS

By: _____
Lew White, Mayor

Executed: _____

Address:
City of Lockhart, Texas
Street
Lockhart, Texas 78
Phone:
Fax:

ATTEST:

, City Secretary

APPROVED AS TO FORM:

Brad Bullock, City Attorney

Exhibit “A” City Project

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: April 15, 2025

AGENDA ITEM CAPTION: Discussion and/or action to consider a professional services agreement for engineering, legal, and financial review for a development agreement for a proposed residential development on approximately 280 acres located on Robin Ranch Road approximately 4,800 feet west of South Colorado Street/US 183.

ORIGINATING DEPARTMENT AND CONTACT: Development Services - David Fowler

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: The applicant has expressed interest in developing the Livengood property southwest of the current city limits. The applicant has expressed interest in creating a Municipal Utility District (MUD) that would potentially utilize City water and wastewater services. To date, City staff has seen only very schematic details of the potential design of the development. However, from discussion with the applicant, it appears that the proposed development is primarily residential in nature, with the possibility of a school site and a daycare center within the development. Most of the development area is within the City's Extraterritorial Jurisdiction (ETJ) and also within the City's water and wastewater CCN area. It is expected that the agreement would bring the entirety of the development both into the ETJ and into the CCN. Because the site is at least 2,600 feet from the nearest point in the City, it is expected that the property would be developed as an ETJ MUD with the possibility of annexation in the future.

The proposed professional service agreement is designed to establish an escrow account to facilitate the legal, engineering, and financial review of the project up to the point at which an agreement is reached.

PROJECT SCHEDULE (if applicable): None established, but the project timeline will develop as the development agreement is negotiated.

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): The applicant has provided the City with \$20,000 to deposit into an escrow account to cover the professional review expenses for the planned development.

PREVIOUS COUNCIL ACTION: None.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COMMITTEE/BOARD/COMMISSION ACTION: None

STAFF RECOMMENDATION/REQUESTED MOTION: Approval of the professional services agreement for approximately 280 acres located on Robin Ranch Road

LIST OF SUPPORTING DOCUMENTS: Professional Services Agreement - Livengood_Developer Signed_04.08.2025, Livengood Property, Livengood Presentation_20250415, .

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this “**Agreement**”), dated the ____ day of _____, 2025 (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 PACKSADDLE REAL ESTATE PARTNERS, LLC, a Texas limited liability company (the “**Developer**”).

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 more particularly described in EXHIBIT A attached hereto (the “**Property**”) to be known as “Livengood” (the “**Project**”); and

WHEREAS, the Developer desires that the City perform a water and wastewater system feasibility study to determine the availability of services to the Project and to determine if certain system improvements are necessary to provide water and wastewater services to the Project; and

WHEREAS, the Developer desires that a municipal utility district (“**MUD**”) be created to help finance certain public improvements necessary to provide water, wastewater, drainage and roadway facilities, and development amenities for the Project; and

WHEREAS, the Developer hereby agrees to pay for Professional Services (defined herein) of any consultants reasonably required by the City and approved in writing by the Developer (collectively, the “**Consultants**”); 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; and

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 conduct the utility feasibility. Furthermore, the City will incur fees to negotiate, develop, draft, and consider various concepts and documents in connection with its consideration of the MUD, including but not limited to the following: appraisal, legal publications, notices, public hearing expenses, attorney's fees, 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 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 the City and the Developer 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 purposed; specifically:

EXHIBIT A – Property Metes and Bounds Description

3. Developer Payment. 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 may elect to: (i) 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, or (ii) negotiate in good faith to amend this Agreement to provide for a reasonable amount of additional payment by Developer. The payment(s) made by the Developer under this Agreement are not contingent upon any outcome of the negotiations between the City and the Developer.

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; (c) obligate the City to consent to the creation of a MUD for the Project; or (d) 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 5(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 upon delivering to the other party written notice of termination. Unless earlier terminated by Developer or the City, this Agreement shall automatically terminate when the City has consented to the creation of the MUD and entered into any associated development agreements with the Developer. Upon termination of this Agreement for any reason, any balance of the Developer Payment and any balance of any additional payment(s) made by Developer under this Agreement that exceed the City's fees, costs and expenses incurred as of termination shall be returned to Developer. The City shall take all reasonable steps necessary to terminate the accrual of costs to the Developer.

7. Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding Professional Services.

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

9. 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 Lane, C-150
Austin, Texas 78727
Attn: Bradford E. Bullock
Telephone: 512-600-2308

To the Developer:

Packsaddle Real Estate Partners, LLC
12909 Dessau Rd
Austin, TX 78754
Attn: Scott Rempe, Managing Partner

With a copy to:

Talley Williams
Metcalf Wolff Stuart & Williams
221 W 6th St. #1300
Austin, TX 78701

10. 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.

11. 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.

12. 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.

13. 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.

14. Successors and Assigns. Neither City nor Developer may assign or transfer their interest in the Agreement without prior written consent of the other Party.

15. 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.

16.

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

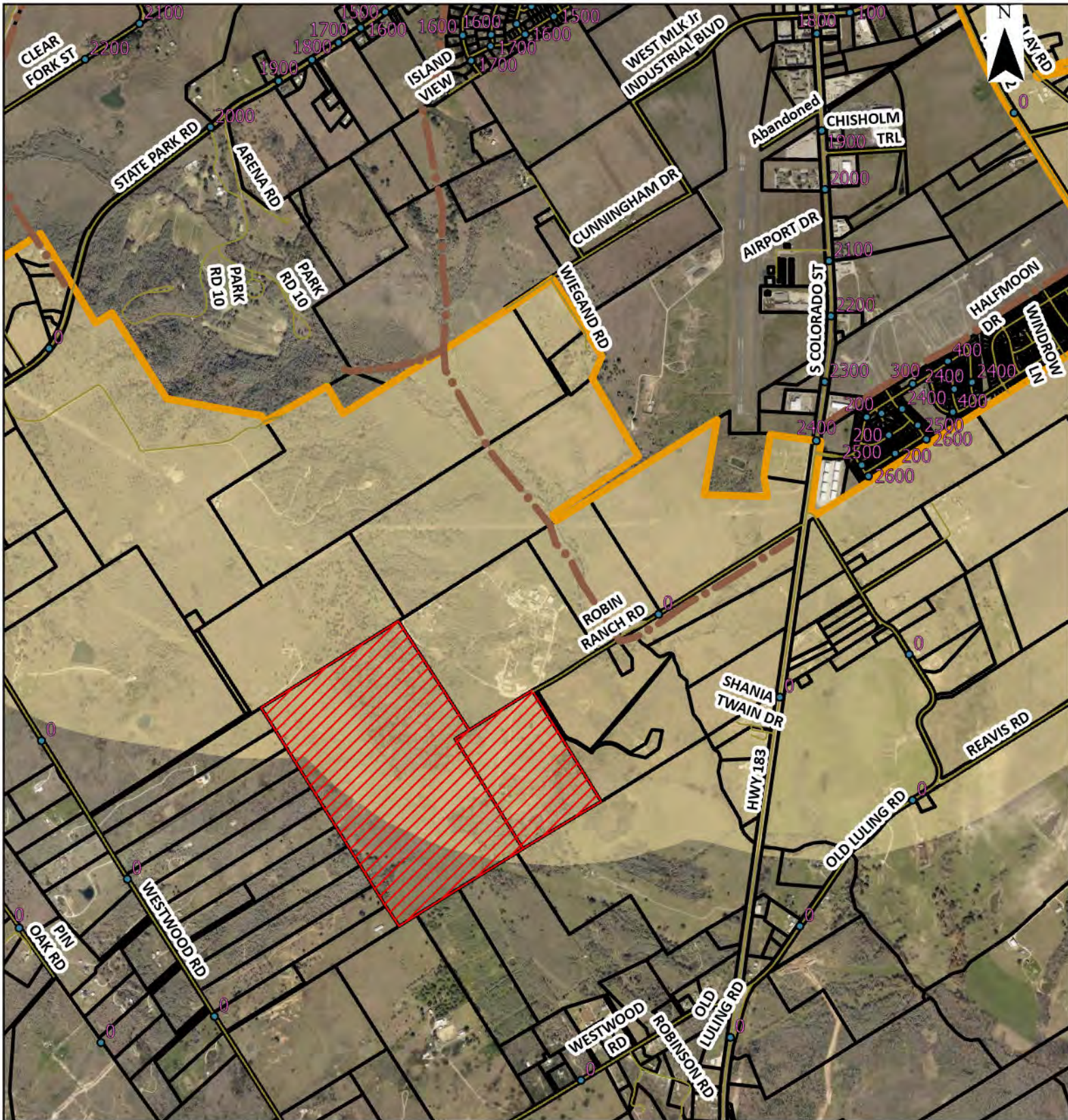
By: _____
Steven Lewis, City Manager

DEVELOPER:

Packsaddle Real Estate Partners, LLC,
a Texas limited liability company

By:  _____
Scott Rempe, Managing Partner

EXHIBIT A



CITY OF
Lockhart
TEXAS

This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey, and represents only the approximate relative location of property boundaries.

Map Legend



**LIVENGOOD
PROPERTY**



PARCELS



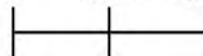
HIKING TRAIL



CITY LIMITS

LOCKPART 83 of 853

0 1,000 2,000 Feet



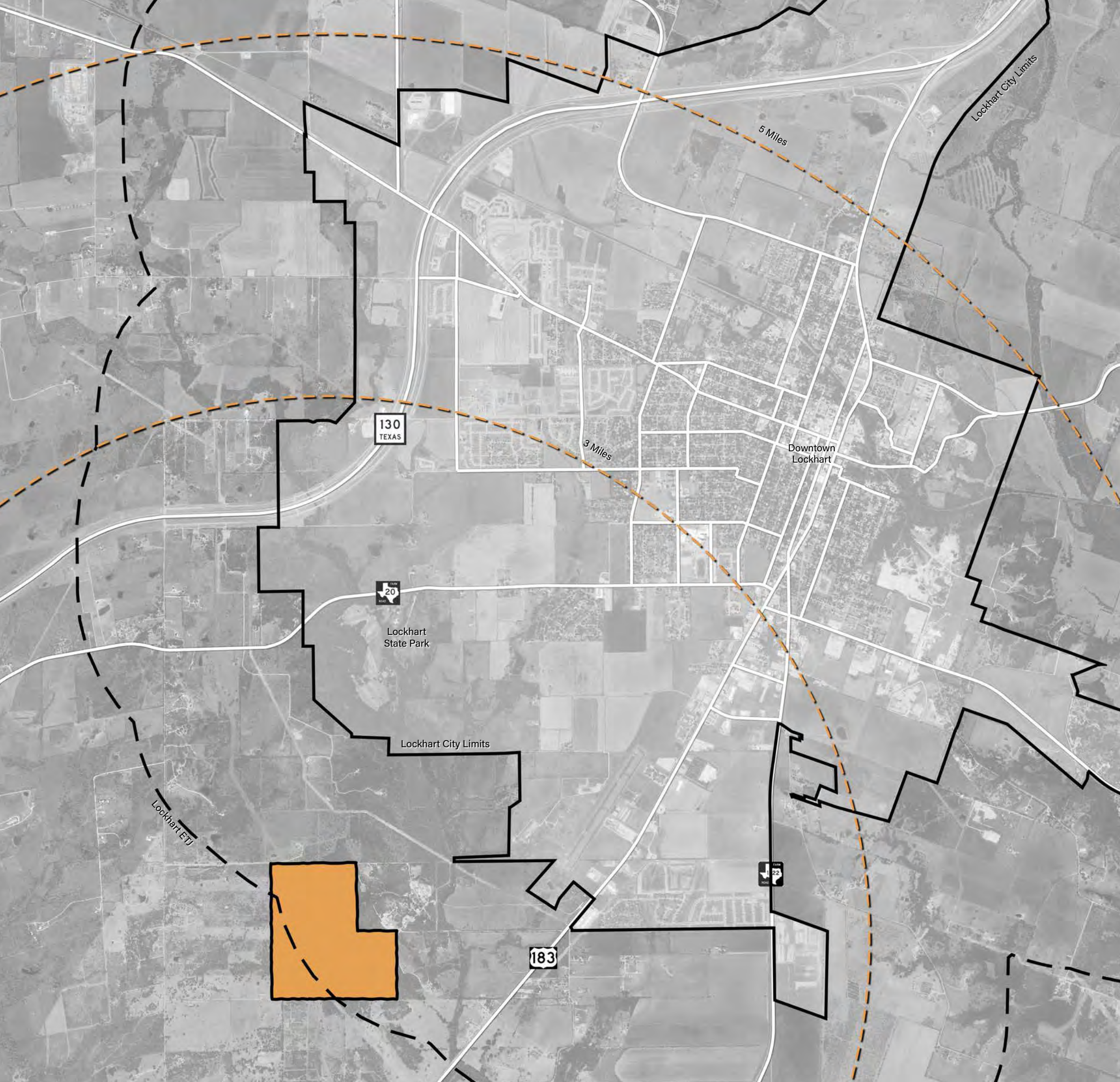


LIVENGOOD

LOCKHART, TEXAS

PREPARED for PACKSADDLE PARTNERS by RVi PLANNING + LANDSCAPE ARCHITECTURE



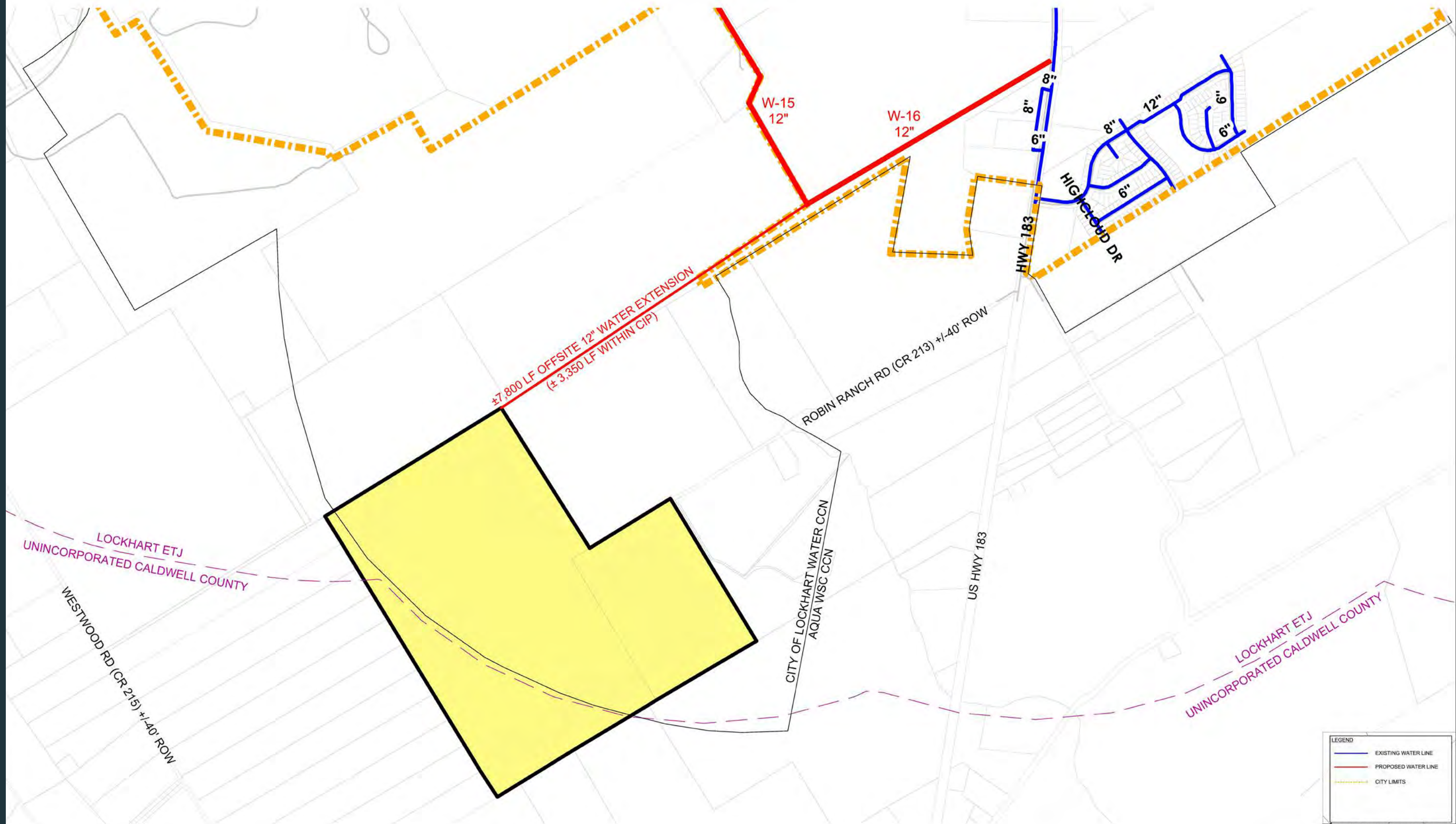


LIVENGOOD TRACT

Located adjacent to The Pegasus School and a short 3 miles from Downtown Lockhart. This site is partially withing the Lockhart ETJ.



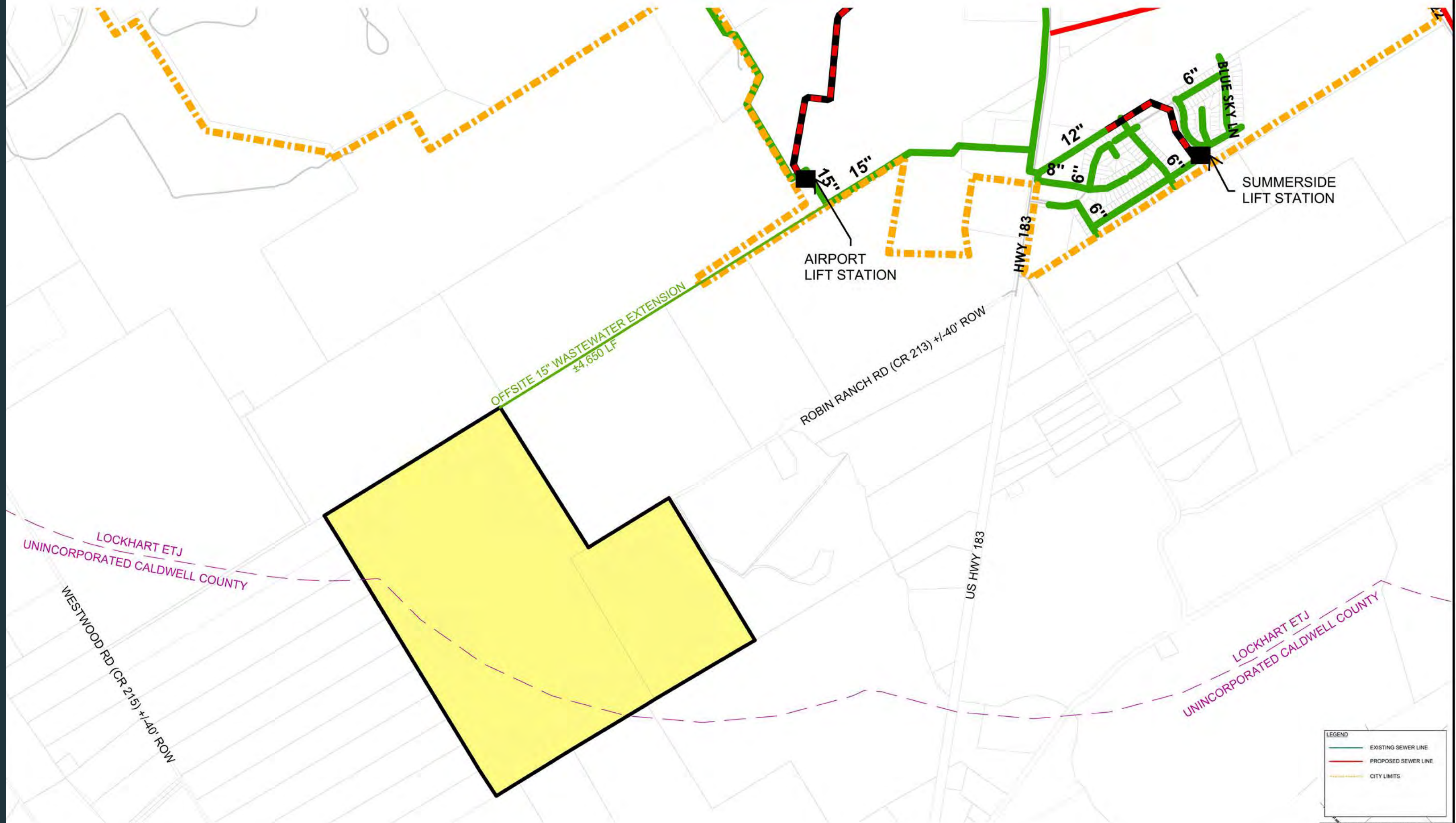
LIVENGOOD WATER EXHIBIT



LEGEND	
—	EXISTING WATER LINE
—	PROPOSED WATER LINE
- - -	CITY LIMITS

PROJECT NO. 1737-11844	DRAWN BY: KLH
DATE: 06/12/2024	CHECKED BY:
8834 N. Capital of Texas Hwy. Suite 140 Austin, Texas 78759 (512) 452-0871 FAX (512) 454-9933 TBP/ESS FIRM #2546	

LIVENGOOD WASTEWATER EXHIBIT



LEGEND	
—	EXISTING SEWER LINE
---	PROPOSED SEWER LINE
---	CITY LIMITS

PROJECT NO. 1737-11844	DRAWN BY: KLH
DATE: 06/12/2024	CHECKED BY:
8834 N. Capital of Texas Hwy., Suite 140 Austin, Texas 78759 (512) 452-0871 FAX (512) 454-9933 TBP/ESS FIRM #2546	

GRAY ENGINEERING

FRAMEWORK PLAN

USE	ACREAGE DENSITY YIELD		
RESIDENTIAL SINGLE FAMILY	225.0		
NON-RESIDENTIAL			
AMENITY CORE	4.0		
DAYCARE	4.0		
MAJOR ROW	13.0		
PARKS/OPEN SPACE/DRAINAGE/ BUFFERS	32.9		
TOTAL	278.9	4.2	1173

ENTRY AND MONUMENTATION

DETENTION

COMMUNITY TRAIL NETWORK

- Green Link connecting neighborhoods

COMMUNITY SIGNAGE

NEIGHBORHOOD PARK, TYP.

- Centrally Located so Programmed Open Space is within a 10-minute walk
- High Point

LEGEND

Property Boundary (278.9 Ac.)

SLOPE LEGEND

- Slopes 15% - 25%
- Slopes 25% +

COMMUNITY PARK AND DETENTION

ARRIVAL SEQUENCE

- Proposed Realignment of Collectors
- Limit 4 way intersections
- Moves people more deliberately through site to promote community

Robin Ranch Road (CR 213)

COMMUNITY CORE

- Amenity Center and Retail in shared community space

EXISTING HOMESTEAD

- Amenity Opportunity
- Great views into open space
- Opportunity for pedestrian open space connections

STEEP SLOPES (15% +)

- Avoid roadway crossing and pushing lots too aggressively
- Great opportunity for premium lots backing up to open space views

FUTURE CONNECTION



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:

