PUBLIC NOTICE

AGENDA

LOCKHART CITY COUNCIL

November 18, 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. Discuss Resolution 2025-40 to grant Hillwood Communities a 90-day extension of the conditional consent to form the Lockhart Municipal Utility District (MUD) of Caldwell County and the inclusion into said district of 889.3 acres of land, 720.681 acres of which is in the City's ETJ. **5-21**

B. Discuss an amended and restated Professional Services Agreement between the City of Lockhart and ROED Prop Co, LLC and RODG DT Seawillow PropCo LLC to reimburse the City for professional fees and related expenses incurred in connection with the Seawillow/Moxie development project. **22-33**

C. Discuss confirmation of Civil Service Commission member reappointment of Mr. Raymond Sanders for a three (3) year term as recommended by the City Manager. **34-39**

D. Discuss Resolution 2025-41 casting votes for Directors to serve on the Caldwell County Appraisal District Board of Directors for the term of office from January 1, 2026 to December 31, 2027. **40-45**

E. Discuss the Lockhart Economic Development Corporation (LEDC) FY2025-2026 Goals and Objectives **46-51**

F. Discuss Resolution No. 2025-39 to amend the Chapter 380 Economic Development Performance Agreement with Lockhart Hospitality, LLC. **52-60**

G. Discuss Ordinance No. 2025-27 creating the Downtown and Tourism Department and creating the position of a Downtown and Tourism Director. **61-67**

H. Discussion regarding approving amended Lockhart Economic Development Corporation (LEDC) Bylaws. **68-84**

I. Discussion regarding the selection of Mayor Pro-Tem of the Lockhart City Council as required by Section 3.05 of the City Charter. **85-86**

7:30 P.M. REGULAR MEETING

1. CALL TO ORDER

Mayor Lew White

2. INVOCATION, PLEDGE OF ALLEGIANCE

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

3. PUBLIC COMMENT

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

4. PUBLIC HEARING/COUNCIL ACTION

A. Consider a request to postpone a PUBLIC HEARING for ZC-25-04 by Spencewood Inc. on behalf of Spencer Gourley for a ZONING CHANGE from AO Agricultural-Open Space District and FH Flood Hazard District to RHD Residential High Density District on 50.07 Acres in W.C. Williams Survey No. 62, Abstract No. 300 and Miles G. Dikes Survey Abstract No. 6 and located at 2100-2500 North Colorado Street (US 183). **87-91**

5. DISCUSSION/ACTION ITEMS

A. Discussion and/or action regarding Resolution 2025-40 to grant Hillwood Communities a 90-day extension of the conditional consent to form the Lockhart Municipal Utility District (MUD) of Caldwell County and the inclusion into said district of 889.3 acres of land, 720.681 acres of which is in the City's ETJ. **92-108**

B. Discussion and/or action to approve an amended and restated Professional Services Agreement between the City of Lockhart and ROED Prop Co, LLC and RODG DT Seawillow PropCo LLC to reimburse the City for professional fees and related expenses incurred in connection with the Seawillow/Moxie development project. **109-120**

C. Discussion and/or action regarding confirmation of Civil Service Commission member reappointment of Mr. Raymond Sanders for a three (3) year term as recommended by the City Manager. **121-126**

D. Discussion and/or action regarding Resolution 2025-41 casting votes for Directors to serve on the Caldwell County Appraisal District Board of Directors for the term of office from January 1, 2026 to December 31, 2027. **127-132**

E. Discussion and/or action regarding the Lockhart Economic Development Corporation (LEDC) FY2025-2026 Goals and Objectives **133-138**

F. Discussion and/or action regarding Resolution No. 2025-39 to amend the Chapter 380 Economic Development Performance Agreement with Lockhart Hospitality, LLC. **139-147**

G. Discussion and/or action to adopt Ordinance No. 2025-27 creating the Downtown and Tourism Department and creating the position of a Downtown and Tourism Director. **148-154**

H. Discussion and/or action approving amended Lockhart Economic Development Corporation (LEDC) Bylaws. **155-171**

I. Discussion and/or action regarding the selection of Mayor Pro-Tem of the Lockhart City Council as required by Section 3.05 of the City Charter. **172-173**

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

- The redesign of the new City website is now underway.
- The Texas Demographic Center has released its preliminary population report.
- Update on clean-up of October 25 storm debris.
- Lockhart Police Officer Hector Winchester honored by the Caldwell County Homeless Coalition.
- City offices will be closed on Thanksgiving Day and the day following Thanksgiving (November 27-28.)

7. COUNCIL AND STAFF COMMENTS - ITEMS OF COMMUNITY INTEREST

8. EXECUTIVE SESSION ACCORDANCE WITH THE PROVISIONS OF THE GOVERNMENT CODE, TITLE 5, SUBCHAPTER D, SECTION 551.087 TO DELIBERATE OR FOR DISCUSSION REGARDING COMMERCIAL OR FINANCIAL INFORMATION THAT THE GOVERNMENTAL BODY HAS RECEIVED FROM BUSINESS PROSPECT(S) THAT THE GOVERNMENTAL BODY SEEKS TO HAVE LOCATE, STAY, OR EXPAND IN OR NEAR THE TERRITORY OF THE GOVERNMENTAL BODY AND WITH WHICH THE GOVERNMENTAL BODY IS CONDUCTING ECONOMIC DEVELOPMENT NEGOTIATIONS; OR TO DELIBERATE THE OFFER OF A FINANCIAL OR OTHER

INCENTIVE TO A BUSINESS PROSPECT, AND EXECUTIVE SESSION IN ACCORDANCE WITH THE PROVISIONS OF GOVERNMENT CODE, TITLE 5, SUBCHAPTER D, SECTION 551.071, PRIVATE CONSULTATION WITH ATTORNEY TO SEEK LEGAL ADVICE ABOUT MATTERS SUBJECT TO THE ATTORNEY CLIENT PRIVILEGE:

A. Discussion regarding proposed amendments of the Seawillow Ranch Project Development Agreement and associated districts, facilities, infrastructure, amenities and roadway improvements.

9. 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.

A. Discussion regarding water supply contracts.

10. OPEN SESSION

A. Discussion and/or action regarding proposed amendments of the Seawillow Ranch Project Development Agreement and associated districts, facilities, infrastructure, amenities and roadway improvements.

B. Discussion and/or action regarding water supply contracts.

11. ADJOURNMENT

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

Posted on the bulletin board in the Municipal Building, 308 West San Antonio Street, Lockhart, Texas, on November 12, 2025 at 4:00 p.m.

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: November 18, 2025

AGENDA ITEM CAPTION: Discuss Resolution 2025-40 to grant Hillwood Communities a 90-day extension of the conditional consent to form the Lockhart Municipal Utility District (MUD) of Caldwell County and the inclusion into said district of 889.3 acres of land, 720.681 acres of which is in the City's ETJ.

ORIGINATING DEPARTMENT AND CONTACT: Development Services - David Fowler

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION: State law requires that a city consent to the inclusion of land in its ETJ in a municipal utility district ("MUD"). At a workshop on January 27, 2025, Hillwood Communities discussed the development of 889.3 acres of land ("Property"), 720.681 acres of which is in City's ETJ ("Property"). Hillwood Communities is in it due diligence period for the purchase of the Property and has asked the City to grant a conditional consent to creation of the Lockhart Municipal Utility District of Caldwell County and the inclusion of the Property into said district. This consent was granted with the passage of Resolution 2025-08 on February 18, 2025. The consent agreement was renewed on August 5, 2025. This first extension is nearing expiration, creating the need for an extension, as the Development Agreement between Hillwood and the City of Lockhart has not yet been approved. The subject agreement is conditioned in part on the ability of Hillwood Communities and the City being able to negotiate and enter into a development agreement and expires in 90 days, and represents the second extension of the original 180-day consent agreement.

PROJECT SCHEDULE (if applicable): N/A

FISCAL NOTE (if applicable): None

PREVIOUS COUNCIL ACTION: City Council approved Resolution 2025-08, granting conditional consent to the creation of the MUD on the subject property.on February 18, 2025, and renewed with Resolution 2025-24 on August 5, 2025.

COMMITTEE/BOARD/COMMISSION ACTION: None

STAFF RECOMMENDATION/REQUESTED MOTION: Approval of Resolution 2025-40, granting a 90-day extension to the conditional consent to create a MUD granted on February 18, 2025 and renewed August 5, 2025.

LIST OF SUPPORTING DOCUMENTS: Hillwood MUD Consent Extension Resolution 2025-40, Resolution 2025-40 Exhibit A, Resolution 2025-40 Exhibit B

CITY OF LOCKHART, TEXAS

RESOLUTION 2025-40

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, GRANTING EXTENSION OF ADDITIONAL 90 DAYS TO NEGOTIATE AND ENTER INTO A DEVELOPMENT AGREEMENT AND PROVIDING THAT THE CITY'S CONDITIONAL CONSENT TO THE CREATION OF THE SPENCEWOOD MUNICIPAL UTILITY DISTRICT OF CALDWELL COUNTY WILL EXPIRE UPON THE PASSAGE OF SUCH ADDITIONAL 90 DAYS.

WHEREAS, pursuant to Resolution No. 2025-08, the City of Lockhart, Texas (the "City"), a home-rule municipality created under the laws of the State of Texas, provided its conditional consent to the creation of the Spencewood Municipal Utility District of Caldwell County, at that time referred to as the Lockhart Municipal Utility District of Caldwell County (the "District") encompassing 889.3 acres ("Land") as more particularly described in Exhibit A, attached hereto and incorporated by reference, approximately 720.681 acres of the Land being situated within the City's extraterritorial jurisdiction and the remainder situated within unincorporated Caldwell County; and

WHEREAS, Hillwood Enterprises, L.P., a Texas limited partnership, has entered into an earnest money contract to purchase an additional 148.5 acres (the "Additional Land") as more particularly described in Exhibit B, attached hereto and incorporated by reference;

WHEREAS, the City's Conditional Consent was conditioned on the City and the owners of the Land negotiating and entering into a development agreement (the "Development Agreement") concerning the Land, pursuant to Section 212.172 of the Texas Local Government Code, to the extent any portion of the District is located within the City's extraterritorial jurisdiction as reflected in Exhibit A; and

WHEREAS, Resolution No. 2025-08 provides for the expiration of the City's conditional consent upon the passage of one-hundred eighty (180) days after February 18, 2025, or August 17, 2025; and

WHEREAS, pursuant to Resolution No. 2025-24, the City granted an extension of an additional 90 days after August 17, 2025, or November 15, 2025, for the City and the owners of any portion of the Land and the Additional Land within the City's extraterritorial jurisdiction to negotiate and enter into a Development Agreement; and

WHEREAS, the City wishes to grant another extension of an additional 90 days after November 15, 2025, for the City and the owners of any portion of the Land and the Additional Land within the City's extraterritorial jurisdiction to negotiate and enter into a Development Agreement.

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

Section 1. All of the above premises are hereby found to be true and correct legislative findings of the City Council of the City of Lockhart (the "City Council"), and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Section 2. The City Council hereby extends for an additional 90 days its conditional support and consent for the creation of a district operating pursuant to Article XVI, Section 59 and Article III, Section 52, Texas Constitution and Chapter 54, Texas Water Code, as amended, to the extent any portion of the District is located within the City's extraterritorial jurisdiction, as shown more fully in Exhibit A, and to the extent that the City and the owners of the Land and the Additional Land within the extraterritorial jurisdiction of the City are able to negotiate and enter into a Development Agreement. The City Council's conditional consent applies to the Land and the Additional Land and expires 90 days after November 15, 2025, or February 13, 2026.

Section 3. The City Manager of the City is hereby authorized to execute any documents necessary to effectuate this Resolution.

Section 4. The City Council further states that it has not relinquished any rights, duties or powers relating to the inclusion of the District within its extraterritorial jurisdiction.

Section 5. The City Council further states that this Resolution is provided subject to and in reliance upon the terms of a Development Agreement, which may be entered into between the City and the landowners within the District. The District shall execute a joinder and become a party to the Development Agreement. The City does not consent to the organization of the District, election, or issuance of bonds from any revenue available to the District until the Development Agreement is executed.

Section 6. The City Council hereby finds and determines that sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted as a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Texas Open Meetings Act, contained in Chapter 551 of the Texas Government Code, as amended, and that this meeting was open to the public and the subject matter of this Resolution and its contents have been discussed, considered and formally acted upon by the City Council. Further, the City Council ratifies, approves and confirms such written notice and the contents and posting thereof, and the foregoing fully complied with all applicable law.

Section 7. If any part of this Resolution, of whatever size, is ever declared invalid or unenforceable for any reason, the remainder of this Resolution shall remain in full force and effect.

Section 8. This Resolution shall be effective from and after its passage by the City Council.

PASSED AND APPROVED by the City Council of the City of Lockhart, Texas, the 18th day of November 2025.

____
Lew White, Mayor

ATTEST:

____
Julie Bowermon, City Secretary

APPROVED AS TO FORM:

____
Brad Bullock, City Attorney

Exhibit A

CITY OF LOCKHART, TEXAS

RESOLUTION NO. 2025-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, GRANTING CONDITIONAL CONSENT TO THE CREATION OF THE LOCKHART MUNICIPAL UTILITY DISTRICT OF CALDWELL COUNTY AND THE INCLUSION OF 889.3 ACRES OF LAND INTO SAID DISTRICT; MAKING FINDINGS RELATED THERETO; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lockhart, Texas (the "City"), a home-rule municipality created under the laws of the State of Texas, received a request for consent from Spencewood, Inc., ("Owner") to the creation of the Lockhart Municipal Utility District of Caldwell County (the "District") encompassing 889.3 acres ("Land") as more particularly described in Exhibit A, attached hereto and incorporated by reference, approximately 720.681 acres of the Land being situated within the City's extraterritorial jurisdiction and the remainder situated within unincorporated Caldwell County; and

WHEREAS, the Land is not situated within the corporate limits or extraterritorial jurisdiction of any other municipality; and

WHEREAS, Section 54.016 of the Texas Water Code provides that land within a city or its extraterritorial jurisdiction may not be included within a municipal utility district without such city's consent; and

WHEREAS, this Resolution is authorized by Section 54.016 of the Texas Water Code, Chapters 49 and 54 of the Texas Water Code, Section 42.042 of the Texas Local Government Code, and all applicable law; and

WHEREAS, the District will be created and organized pursuant to Article XVI, Section 59 and Article III, Section 52, of the Texas Constitution, and Chapters 49 and 54 of the Texas Water Code, as amended; and

WHEREAS, the City wishes to evidence its conditional support and consent for the creation of the District to the extent any portion of the District is located within the City's extraterritorial jurisdiction, as evidenced by Exhibit A, subject to the terms of a Development Agreement to be negotiated between the City and the landowners (the "Development Agreement") and the terms of this Resolution, subject to the expiration thereof upon the passage of one-hundred eighty (180) days,

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

Section 1. All of the above premises are hereby found to be true and correct legislative findings of the City Council of the City of Lockhart (the "City Council"), and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Section 2. The City Council hereby grants its conditional support and consent for the creation of a district operating pursuant to Article XVI, Section 59 and Article III, Section 52, Texas Constitution and Chapter 54, Texas Water Code, as amended, to the extent any portion of the District is located within its extraterritorial jurisdiction as shown more fully in Exhibit A and to the extent that the City and Owner and District are able to negotiate and enter into a Development Agreement, and the City Manager of the City is hereby authorized to execute any documents necessary to effectuate this Resolution. The City Council's conditional consent expires one hundred and eighty (180) days from the date of this Resolution.

Section 3. The City Council further states that it has not relinquished any rights, duties or powers relating to the inclusion of the District within its extraterritorial jurisdiction.

Section 4. The City Council further states that this Resolution is provided subject to and in reliance upon the terms of a Development Agreement, which may be entered into between the City and the landowners within the District. The District shall execute a joinder and become a party to the Development Agreement. The City does not consent to the organization of the District, election, or issuance of bonds from any revenue available to the District until the Development Agreement is executed.

Section 5. The City Council hereby finds and determines that sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted as a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Texas Open Meetings Act, contained in Chapter 551 of the Texas Government Code, as amended, and that this meeting was open to the public and the subject matter of this Resolution and its contents have been discussed, considered and formally acted upon by the City Council. Further, the City Council ratifies, approves and confirms such written notice and the contents and posting thereof, and the foregoing fully complied with all applicable law.

Section 6. If any part of this Resolution, of whatever size, is ever declared invalid or unenforceable for any reason, the remainder of this Resolution shall remain in full force and effect.

Section 7. This Resolution shall be effective from and after its passage by the City Council.

PASSED AND APPROVED by the City Council of the City of Lockhart, Texas the 18th day of February, 2025.

Lew White

Lew White, Mayor

CITY OF LOCKHART TEXAS

ATTEST:

Julie Bowermon

Julie Bowermon, City Secretary

APPROVED AS TO FORM:

Bradford E. Bullock, City Attorney

(Legal Description of Property to be included in the District)

DESCRIPTION OF AN 889.3 ACRE TRACT OF LAND
SITUATED IN THE JAMES M. BAKER SURVEY, ABSTRACT NO. 46
MILES G. DIKES SURVEY NO. 9, ABSTRACT NO. 6
CALDWELL COUNTY, TEXAS

BEING an 889.3 acre tract of land situated in the James M. Baker Survey, Abstract No. 46, and the Miles G. Dikes Survey No. 9, Abstract No. 6 of Caldwell County, Texas, being a portion of a called 691.822 acre tract of land described in an instrument to Spencewood, Inc. described in Volume 194, Page 893, Official Public Records of Caldwell County, Texas (O.P.R.C.C.T.), save and except a called 80.895 acre tract described in an instrument recorded in Volume 538, Page 333, O.P.R.C.C.T., and save and except a called 129.248 acre tract described in an instrument recorded in Volume 552, Page 399, O.P.R.C.C.T.; being all of a called 181.790 acre tract described in an instrument to Spencewood, Inc. recorded in Volume 503, Page 764, O.P.R.C.C.T.; being a portion of a called 57.315 acre tract of land described in an instrument to Spencewood, Inc. recorded in Volume 634, Page 543, O.P.R.C.C.T., save and except a called 0.339 acre tract recorded in Volume 579, Page 97, O.P.R.C.C.T.; said 889.3 acre tract of land described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod found on the East right-of-way line of State Highway 130 a controlled access variable width right-of-way (right-of-way being dedicated in the following documents: Volume 579, Page 39, O.P.R.C.C.T., Volume 579, Page 47, O.P.R.C.C.T., Volume 579, Page 27, O.P.R.C.C.T., Volume 579, Page 55, O.P.R.C.C.T., Volume 579, Page 65, O.P.R.C.C.T., Volume 579, Page 73, O.P.R.C.C.T., Volume 579, Page 81, O.P.R.C.C.T., Volume 579, Page 89, O.P.R.C.C.T., Volume 579, Page 104, O.P.R.C.C.T., Volume 579, Pg. 112, O.P.R.C.C.T., Volume 579, Page 97, O.P.R.C.C.T., Volume 579, Page 120, O.P.R.C.C.T., Volume 579, Page 128, O.P.R.C.C.T., Volume 619, Page 659, O.P.R.C.C.T., Volume 619, Page 661, O.P.R.C.C.T., and Volume 579, Page 136, O.P.R.C.C.T), being the Southwest corner of the remainder of a called 101.25 acre tract of land described in an instrument to Zanty Lynn Champion and wife Doris Bragg Champion recorded in Volume 356, Page 19, Deed Records of Caldwell County, Texas (D.R.C.C.T.) and being the Northwest corner of the remainder of said 691.822 acre tract of land;

THENCE, South 61° 53' 33" East, along and with the North line of said 691.822 acre tract and the South line of said 101.25 acre tract, a distance of 93.52 feet to a 5-inch cedar fence corner post found for an angle point;

THENCE, North 78° 52' 36" East, continuing along and with the North line of said 691.822 acre tract and the South line of said 101.25 acre tract, a distance of 348.06 feet to a 4-inch cedar fence post found for an angle point;

THENCE, North 78° 30' 19" East, continuing along and with the North line of said 691.822 acre tract and the South line of said 101.25 acre tract, a distance of 950.36 feet to a 5/8-inch iron rod with cap stamped "Summit Geomatics, Inc." set in the center of an old tree stump with wire;

THENCE, South 10° 40' 13" East, along and with an East line of said 691.822 acre tract and the West line of a called 70.83 acre tract (Tract II) and a called 70.83 acre tract (Tract I) described in an instrument to Delbert Decker recorded in Volume 435, Page 472, O.P.R.C.C.T., a distance of 2,008.96 feet to a 10-inch cedar fence post found for the Southwest corner of said 70.83 acre tract (Tract I) and being an interior corner of said 691.822 acre tract and the herein described tract;

THENCE, North 78° 21' 12" East, along and with the South line of said 70.83 acre tract (Tract I) and the North line of said 691.822 acre tract, and the North line of said 181.790 acre tract, a distance of 3,275.62 feet to a 3/8-inch iron rod found for the Southeast corner of said Tract I and being the Southwest corner of a called 118.357 acre tract of land described in an instrument to Bridge to One, Inc. recorded in Document No. 2021-009484, O.P.R.C.C.T. and being an angle point on the North line of said 181.790 acre tract;

THENCE, North 78° 03' 03" East, along and with the South line of said 118.357 acre tract and the North line of said 181.790 acre tract, a distance of 1,777.47 feet to a 7-inch cedar fence post found on the occupied West right-of-way line of Dry Creek Road (variable width right-of-way – no deed of record found) and being the occupied Northeast corner of said 181.790 acre tract, and an angle point on the South line of said 118.357 acre tract;

THENCE, along and with the East and South lines of said 181.790 acre tract same being the occupied West and North right-of-way lines of said Dry Creek Road, the following eight (8) bearings and distances:

1) South 36° 03' 44" East, a distance of 20.64 feet to a 5/8-inch iron rod with cap stamped "Summit Geomatics, Inc." set for an angle point;
2) South 11° 35' 37" East, a distance of 593.70 feet to a 5/8-inch iron rod with cap stamped "Summit Geomatics, Inc." set for an angle point;
3) South 12° 13' 42" East, a distance of 721.17 feet to a 5/8-inch iron rod with cap stamped "Summit Geomatics, Inc." set for an angle point;
4) South 11° 31' 51" East, a distance of 1,285.35 feet to an 8-inch cedar fence corner post found for corner;
5) South 00° 48' 15" East, a distance of 159.84 feet to a 6-inch cedar fence corner post found for corner;
6) South 39° 04' 45" West, a distance of 71.90 feet to an 8-inch cedar fence corner post found for corner;
7) South 78° 27' 46" West, a distance of 772.29 feet to a 6-inch cedar fence corner post found for corner;
8) South 79° 38' 55" West, a distance of 784.15 feet to a 7-inch cedar fence corner post found for the most Easterly Northeast corner of said 691.822 acre tract;

THENCE, along and with the East lines of said 691.822 acre tract same being the occupied West right-of-way line of said Dry Creek Road, the following seven (7) bearings and distances:

1) South 10° 03' 46" West, a distance of 75.84 feet to a 37-inch live oak tree;
2) South 13° 04' 38" East, a distance of 86.31 feet to a 7-inch cedar fence corner post;
3) South 26° 28' 01" East, a distance of 83.48 feet to an 8-inch cedar fence corner post;
4) South 21° 18' 42" East, a distance of 512.98 feet to a 5/8-inch iron rod with cap stamped "Summit Geomatics, Inc." set for an angle point;
5) South 21° 10' 59" East, a distance of 911.78 feet to a 5/8-inch iron rod with cap stamped "Summit Geomatics, Inc." set for an angle point;
6) South 25° 11' 46" East, a distance of 622.32 feet to a 5/8-inch iron rod with cap stamped "Summit Geomatics, Inc." set for an angle point;

7) South 21° 52' 46" East, a distance of 608.22 feet to a 3-inch metal fence post found for the occupied Southeast corner of said 691.822 acre tract and the occupied Northeast corner of a called 100 acre tract of land described as Second Tract in an instrument to Barbara Lou Segler et al recorded in Volume 364, Page 54 of the D.R.C.C.T.;

THENCE, along and with the common line of said 100 acre tract and said 691.822 acre tract, the following four (4) bearings and distances:

1) South 78° 19' 35" West, a distance of 1,848.63 feet to a 7-inch cedar fence post found for an angle point;
2) South 78° 18' 17" West, a distance of 1,280.10 feet to a 4-inch metal fence post found for an angle point;
3) South 78° 45' 38" West, a distance of 806.01 feet to a t-post found for an angle point;
4) South 77° 54' 58" West, a distance of 885.98 feet to a calculated point in the approximate centerline of Plum Creek and being the East line of a called 204.145 acre tract of land described in an instrument to La Familia Partnership, LTD., recorded in Volume 228, Page 493, O.P.R.C.C.T., and being further described in Volume 416, Page 694, D.R.C.C.T., and being the common Westerly corner of said 100 acre tract and said 691.822 acre tract and marking the most Southerly Southwest corner of the herein described tract;

THENCE, along and with the approximate centerline of Plum Creek, same being the East line of said 204.145 acre tract and the West line of said 691.822 acre tract, the following forty-one (41) bearings and distances:

1) North 23° 24' 09" East, a distance of 57.35 feet to a calculated point for corner;
2) North 11° 15' 07" East, a distance of 99.02 feet to a calculated point for corner;
3) North 03° 03' 49" West, a distance of 83.76 feet to a calculated point for corner;
4) North 40° 07' 18" West, a distance of 54.71 feet to a calculated point for corner;
5) North 43° 48' 44" West, a distance of 86.61 feet to a calculated point for corner;
6) North 76° 38' 06" West, a distance of 59.52 feet to a calculated point for corner;
7) North 89° 34' 23" West, a distance of 159.53 feet to a calculated point for corner;
8) North 45° 43' 00" West, a distance of 237.39 feet to a calculated point for corner;
9) North 04° 50' 50" West, a distance of 88.11 feet to a calculated point for corner;
10) North 38° 24' 49" West, a distance of 112.95 feet to a calculated point for corner;
11) North 31° 03' 49" West, a distance of 66.09 feet to a calculated point for corner;
12) North 48° 41' 53" West, a distance of 69.74 feet to a calculated point for corner;
13) South 81° 32' 05" West, a distance of 138.88 feet to a calculated point for corner;
14) South 84° 47' 07" West, a distance of 45.19 feet to a calculated point for corner;
15) South 80° 12' 18" West, a distance of 76.04 feet to a calculated point for corner;
16) South 75° 16' 21" West, a distance of 22.49 feet to a calculated point for corner;
17) South 33° 29' 16" West, a distance of 72.95 feet to a calculated point for corner;
18) South 66° 38' 23" West, a distance of 113.82 feet to a calculated point for corner;
19) North 52° 12' 37" West, a distance of 29.22 feet to a calculated point for corner;
20) North 51° 00' 35" West, a distance of 100.62 feet to a calculated point for corner;
21) North 58° 43' 21" West, a distance of 115.68 feet to a calculated point for corner;
22) South 89° 41' 28" West, a distance of 84.87 feet to a calculated point for corner;
23) North 49° 34' 03" West, a distance of 161.32 feet to a calculated point for corner;
24) North 10° 20' 55" West, a distance of 146.23 feet to a calculated point for corner;
25) North 06° 40' 43" East, a distance of 113.07 feet to a calculated point for corner;

26) North 02° 26' 01" West, a distance of 62.69 feet to a calculated point for corner;
27) North 06° 30' 09" East, a distance of 51.12 feet to a calculated point for corner;
28) North 12° 55' 26" East, a distance of 70.10 feet to a calculated point for corner;
29) North 15° 21' 21" East, a distance of 97.97 feet to a calculated point for corner;
30) North 10° 31' 47" East, a distance of 155.22 feet to a calculated point for corner;
31) North 24° 32' 11" East, a distance of 33.50 feet to a calculated point for corner;
32) North 11° 05' 46" East, a distance of 56.86 feet to a calculated point for corner;
33) North 19° 37' 09" East, a distance of 179.53 feet to a calculated point for corner;
34) North 33° 57' 25" East, a distance of 116.26 feet to a calculated point for corner;
35) North 42° 05' 09" East, a distance of 86.94 feet to a calculated point for corner;
36) North 59° 43' 10" East, a distance of 77.48 feet to a calculated point for corner;
37) North 52° 59' 09" East, a distance of 217.90 feet to a calculated point for corner;
38) North 54° 38' 09" East, a distance of 79.74 feet to a calculated point for corner;
39) North 34° 30' 50" East, a distance of 166.27 feet to a calculated point for corner;
40) North 11° 33' 43" East, a distance of 112.67 feet to a calculated point for corner;
41) North 04° 11' 35" West, a distance of 78.81 feet to a calculated point for the Northeast corner of said 204.145 acre tract and being the Southeast corner of said 57.315 acre tract;

THENCE, South 78° 34' 00" West, along and with the occupied South line of said 57.315 acre tract and being the occupied North line of said 204.145 acre tract, a distance of 1,616.84 feet to a calculated point for corner;

THENCE, North 11° 27' 55" East, over and across said 57.315 acre tract, a distance of 55.71 feet to a 1/2-inch iron rod with cap stamped "Hinkle Surveying" found for the monumented Southeast corner of a called 9.988 acre tract of land described in an instrument to Spencewood, Inc. recorded in Volume 634, Page 601, O.P.R.C.C.T.;

THENCE, North 11° 09' 57" East, along and with the West line of said 57.315 acre tract same being the East line of said 9.998 acre tract, the East line of a called 9.484 acre tract described in an instrument to Spencewood, Inc. recorded in Volume 634, Page 551, O.P.R.C.C.T., the East line of a called 9.391 acre tract described in an instrument to Spencewood, Inc. recorded in Volume 634, Page 558, O.P.R.C.C.T., the East line of a called 9.329 acre tract described in an instrument to Spencewood, Inc. recorded in Volume 634, Page 565, O.P.R.C.C.T., the East line of a called 9.304 acre tract described in an instrument to Spencewood, Inc. recorded in Volume 634, Page 572, O.P.R.C.C.T., the East line of a called 9.198 acre tract described in an instrument to Spencewood, Inc. recorded in Volume 634, Page 536, O.P.R.C.C.T., and the East line of a called 36.934 acre tract described in an instrument to Spencewood, Inc. recorded in Volume 634, Page 528, O.P.R.C.C.T., at a distance of 2,444.22 feet passing a 1/2-inch iron rod (bent) and continuing for a total distance of 2,591.70 feet to a calculated point in the approximate centerline of Plum Creek and being the Northeast corner of said 36.934 acre tract;

THENCE, along and with the North line of said 36.934 acre tract, the following eight (8) bearings and distances:

1) North 31° 24' 31" West, a distance of 61.66 feet to a calculated point for corner;
2) North 08° 56' 21" West, a distance of 84.16 feet to a calculated point for corner;
3) North 40° 23' 15" West, a distance of 114.49 feet to a calculated point for corner;
4) North 43° 38' 39" West, a distance of 134.69 feet to a calculated point for corner;
5) North 19° 31' 20" West, a distance of 80.43 feet to a calculated point for corner;
6) North 37° 11' 55" West, a distance of 100.98 feet to a calculated point for corner;

7) North 45° 50' 12" West, a distance of 211.91 feet to a calculated point for corner;
8) North 68° 14' 45" West, a distance of 106.56 feet to a 60D nail found on the East right-of-way line of said S.H. 130;

THENCE, North 11° 10' 57" East, along and with the East right-of-way line of said S.H. 130, a distance of 1,552.24 feet to a TxDOT Type II brass disc monument marking the beginning of a curve to the right;

THENCE, continuing along and with the East right-of-way line of said S.H. 130 and along said curve to the right through an angle of 02° 17' 59", having a radius of 12,000.00 feet, an arc length of 481.63 feet and whose long chord bears North 12° 19' 56" East, a distance of 481.60 feet to the **POINT OF BEGINNING** and containing 889.3 acres of land.

Notes:

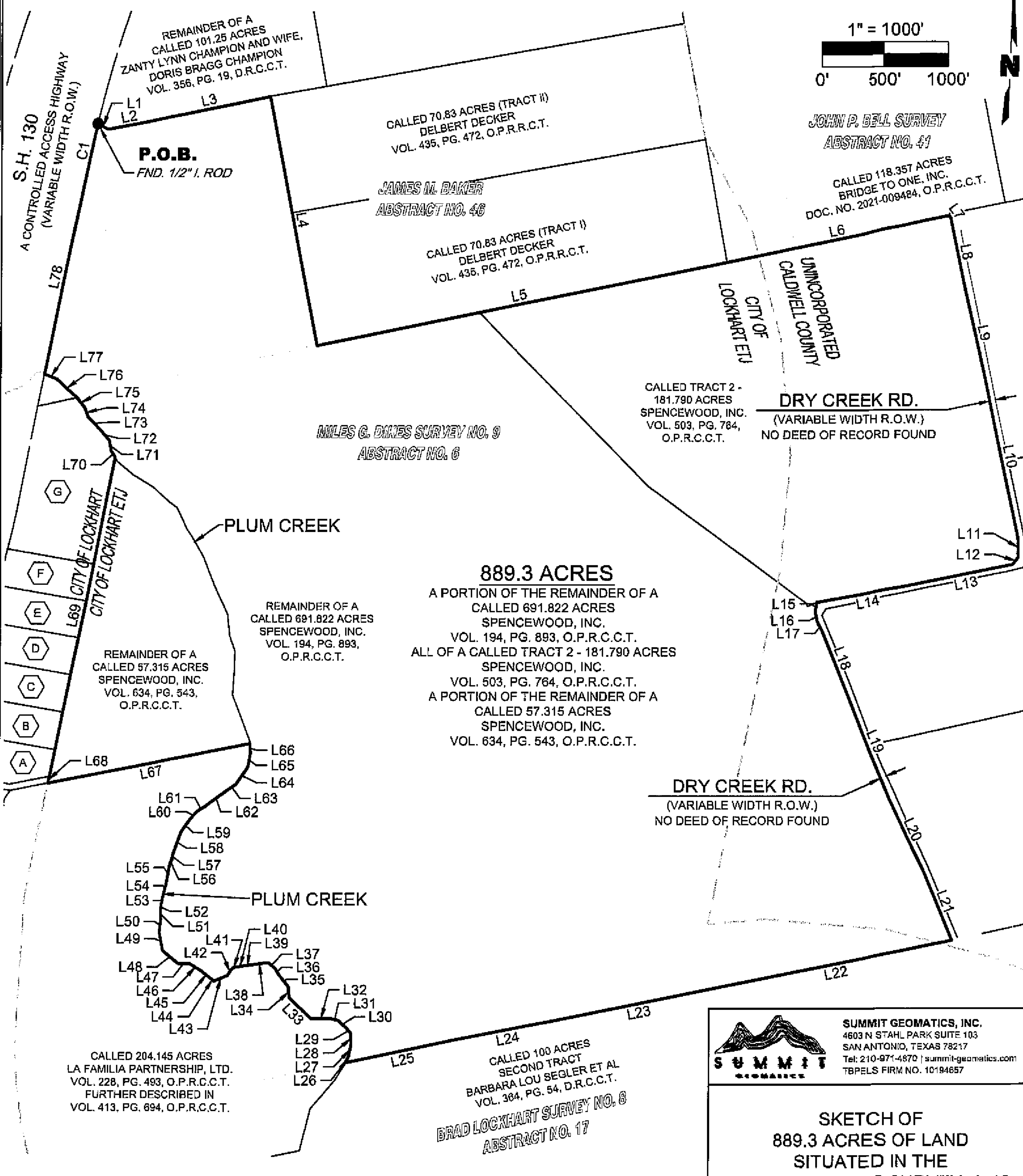
1) Bearing orientation is based upon the Texas Coordinate System, South Central Zone 4204, North American Datum of 1983 (NAD 83), 2011 Adjustment, Epoch 2010.00. Distances shown hereon are in Surface. To convert distances to Divide by the Surface Adjustment Factor of 1.00013.

2) This M&B description was prepared in conjunction with a survey sketch of even date.

Robert A. Harper, RPLS No. 6582
Summit Geomatics, Inc.
4603 N Stahl Park Suite 103
San Antonio, Texas 78217
TBPELS Firm No. 10194657

STATE OF TEXAS
REGISTERED
ROBERT A. HARPER
6582
PROFESSIONAL
LAND SURVEYOR

SKETCH TO ACCOMPANY M&B DESCRIPTION



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Tel: 210-971-4870 | summit-geomatics.com
TBPELS FIRM NO. 10194657

SKETCH OF
889.3 ACRES OF LAND
SITUATED IN THE
JAMES M. BAKER SURVEY, A-46
MILES G. DIKES SURVEY NO. 9, A-6
CALDWELL COUNTY, TEXAS

SCALE:	JOB NO.:	DATE:	SHEET:
1"=1,000'	24.0329	02/06/2025	1 OF 2

GENERAL NOTES:

1. BEARING ORIENTATION IS BASED UPON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE 4204, NORTH AMERICAN DATUM OF 1983 (NAD 83), 2011 ADJUSTMENT, EPOCH 2010.00. MEASUREMENTS ARE IN U.S. SURVEY FEET. DISTANCES AND COORDINATES SHOWN HEREON ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY USING THE COMBINED ADJUSTMENT FACTOR OF 1.00013.

2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.

X: \03_Summit_Projects\2024-Projects\24.0329_GrayEngineering_SpencewoodSvy_Lockhart\03_Finals\01_CAD\Spencewood-LockhartOutsideCL1(S).dwg, 2/06/2025 2:52 PM, slujan

SKETCH TO ACCOMPANY M&B DESCRIPTION

LINE TABLE		
NO.	BEARING	DISTANCE
L1	S 61°53'33" E	93.52'
L2	N 78°52'36" E	348.06'
L3	N 78°30'19" E	950.36'
L4	S 10°40'13" E	2,008.96'
L5	N 78°21'12" E	3,275.62'
L6	N 78°03'03" E	1,777.47'
L7	S 36°03'44" E	20.64'
L8	S 11°35'37" E	593.70'
L9	S 12°13'42" E	721.17'
L10	S 11°31'51" E	1,285.35'
L11	S 00°48'15" E	159.84'
L12	S 39°04'45" W	71.90'
L13	S 78°27'46" W	772.29'
L14	S 79°38'55" W	784.15'
L15	S 10°03'46" W	75.84'
L16	S 13°04'38" E	86.31'
L17	S 26°28'01" E	83.48'
L18	S 21°18'42" E	512.98'
L19	S 21°10'59" E	911.78'
L20	S 25°11'46" E	622.32'
L21	S 21°52'46" E	608.22'
L22	S 78°19'35" W	1,848.63'
L23	S 78°18'17" W	1,280.10'
L24	S 78°45'38" W	806.01'
L25	S 77°54'58" W	885.98'
L26	N 23°24'09" E	57.35'
L27	N 11°15'07" E	99.02'
L28	N 03°03'49" W	83.76'
L29	N 40°07'18" W	54.71'
L30	N 43°48'44" W	86.61'
L31	N 76°38'06" W	59.52'
L32	N 89°34'23" W	159.53'
L33	N 45°43'00" W	237.39'
L34	N 04°50'50" W	88.11'
L35	N 38°24'49" W	112.95'
L36	N 31°03'49" W	66.09'
L37	N 48°41'53" W	69.74'
L38	S 81°32'05" W	138.88'
L39	S 84°47'07" W	45.19'

LINE TABLE		
NO.	BEARING	DISTANCE
L40	S 80°12'18" W	76.04'
L41	S 75°16'21" W	22.49'
L42	S 33°29'16" W	72.95'
L43	S 66°38'23" W	113.82'
L44	N 52°12'37" W	29.22'
L45	N 51°00'35" W	100.62'
L46	N 58°43'21" W	115.68'
L47	S 89°41'28" W	84.87'
L48	N 49°34'03" W	161.32'
L49	N 10°20'55" W	146.23'
L50	N 06°40'43" E	113.07'
L51	N 02°26'01" W	62.69'
L52	N 06°30'09" E	51.12'
L53	N 12°55'26" E	70.10'
L54	N 15°21'21" E	97.97'
L55	N 10°31'47" E	155.22'
L56	N 24°32'11" E	33.50'
L57	N 11°05'46" E	56.86'
L58	N 19°37'09" E	179.53'
L59	N 33°57'25" E	116.26'
L60	N 42°05'09" E	86.94'
L61	N 59°43'10" E	77.48'
L62	N 52°59'09" E	217.90'
L63	N 54°38'09" E	79.74'
L64	N 34°30'50" E	166.27'
L65	N 11°33'43" E	112.67'
L66	N 04°11'35" W	78.81'
L67	S 78°34'00" W	1,616.84'
L68	N 11°27'55" E	55.71'
L69	N 11°09'57" E	2,591.70'
L70	N 31°24'31" W	61.66'
L71	N 08°56'21" W	84.16'
L72	N 40°23'15" W	114.49'
L73	N 43°38'39" W	134.69'
L74	N 19°31'20" W	80.43'
L75	N 37°11'55" W	100.98'
L76	N 45°50'12" W	211.91'
L77	N 68°14'45" W	106.56'
L78	N 11°10'57" E	1,552.24'

CURVE TABLE					
NO.	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	481.63'	12,000.00'	2°17'59"	N 12°19'56" E	481.60'

LEGEND

DOC.	DOCUMENT
FND.	FOUND
I.	IRON
NO.	NUMBER
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS
PG.	PAGE
P.O.B.	POINT OF BEGINNING
VOL.	VOLUME

A — REMAINDER OF A CALLED 9.988 ACRES SPENCEWOOD, INC. VOL. 634, PG. 601, O.P.R.C.C.T.

B — REMAINDER OF A CALLED 9.484 ACRES SPENCEWOOD, INC. VOL. 634, PG. 551, O.P.R.C.C.T.

C — REMAINDER OF A CALLED 9.391 ACRES SPENCEWOOD, INC. VOL. 634, PG. 558, O.P.R.C.C.T.

D — REMAINDER OF A CALLED 9.329 ACRES SPENCEWOOD, INC. VOL. 634, PG. 565, O.P.R.C.C.T.

E — REMAINDER OF A CALLED 9.304 ACRES SPENCEWOOD, INC. VOL. 634, PG. 572, O.P.R.C.C.T.

F — REMAINDER OF A CALLED 9.198 ACRES SPENCEWOOD, INC. VOL. 634, PG. 536, O.P.R.C.C.T.

G — REMAINDER OF A CALLED 36.934 ACRES SPENCEWOOD, INC. VOL. 634, PG. 528, O.P.R.C.C.T.

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TBPELS FIRM NO. 10194657

SKETCH OF
889.3 ACRES OF LAND
SITUATED IN THE
JAMES M. BAKER SURVEY, A-46
MILES G. DIKES SURVEY NO. 9, A-6
CALDWELL COUNTY, TEXAS

SCALE:	JOB NO.:	DATE:	SHEET:
1"=1,000'	24.0329	02/06/2025	2 OF 2

X:\03_Summit_Projects\2024-Projects\24.0329_GrayEngineering_SpencewoodSvy_Lockhart\03_Finals\01_CAD\Spencewood-LockhartOutsideCL1(S).dwg, 2/06/2025 2:52 PM, slujan

SUMMIT GEOMATICS

Exhibit B

DESCRIPTION OF A 148.5 ACRE TRACT OF LAND
SITUATED IN THE JAMES M. BAKER SURVEY, ABSTRACT NO. 46
CALDWELL COUNTY, TEXAS

BEING a 148.5 acre tract of land situated in the James M. Baker Survey, Abstract No. 46 of Caldwell County, Texas, being all of a called 70.83 acre tract of land described as Tract I and all of a called 70.83 acre tract of land described as Tract II recorded in Volume 435, Page 472, of the Official Public Records of Caldwell County, Texas (O.P.R.C.C.T.); said 148.5 acre tract of land described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron rod found on the East right-of-way line of State Highway 130 a controlled access variable width right-of-way (right-of-way being dedicated in the following documents: Volume 553, Page 255, O.P.R.C.C.T., Volume 579, Page 39, O.P.R.C.C.T., Volume 579, Page 47, O.P.R.C.C.T., Volume 579, Page 27, O.P.R.C.C.T., Volume 579, Page 55, O.P.R.C.C.T., Volume 579, Page 65, O.P.R.C.C.T., Volume 579, Page 73, O.P.R.C.C.T., Volume 579, Page 81, O.P.R.C.C.T., Volume 579, Page 89, O.P.R.C.C.T., Volume 579, Page 104, O.P.R.C.C.T., Volume 579, Pg. 112, O.P.R.C.C.T., Volume 579, Page 97, O.P.R.C.C.T., Volume 579, Page 120, O.P.R.C.C.T., Volume 579, Page 128, O.P.R.C.C.T., Volume 619, Page 659, O.P.R.C.C.T., Volume 619, Page 661, O.P.R.C.C.T., and Volume 579, Page 136, O.P.R.C.C.T), being the Southwest corner of the remainder of a called 101-1/4 acre tract of land described in an instrument to Zanty Lynn Champion and wife Doris Bragg Champion recorded in Volume 356, Page 19, Deed Records of Caldwell County, Texas (D.R.C.C.T.) and being the Northwest corner of a called 691.822 acre tract of land described in an instrument recorded to Spencewood, Inc. recorded in Volume 194, Page 893, O.P.R.C.C.T.;

THENCE, South 61° 53' 33" East, along and with the North line of said 691.822 acre tract and the South line of said 101-1/4 acre tract, a distance of 93.52 feet to a 5-inch cedar fence corner post found for an angle point;

THENCE, North 78° 52' 36" East, continuing along and with the North line of said 691.822 acre tract and the South line of said 101-1/4 acre tract, a distance of 348.06 feet to a 4-inch cedar fence post found for an angle point;

THENCE, North 78° 30' 19" East, continuing along and with the North line of said 691.822 acre tract and the South line of said 101-1/4 acre tract, a distance of 950.36 feet to a 5/8-inch iron rod with cap stamped “Summit Geomatics, Inc.” found in the center of an old tree stump with wire for the Northwest corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, North 79° 42' 13" East, along and with the North line of said 70.83 acre Tract II same being the South line of said 101-1/4 acre tract, and the South line of a called 78.962 acre tract of land described in an instrument to David L. Pittman recorded in Volume 35, Page 339, D.R.C.C.T., a distance of 3,290.86 feet to a 3/8-inch iron rod found on the West line of a called 118.357 acre tract of land described in an instrument to Bridge to One, Inc. recorded in Document No. 2021-009484, O.P.R.C.C.T., for the Southeast corner of said 78.962 acre tract, marking the Northeast corner of the herein described tract;

THENCE, South 10° 12' 23" East, along and with the West line of said 118.357 acre tract same being the East lines of said 70.83 acre Tracts I and II, a distance of 1,931.74 feet to a 3/8-inch iron rod found on the North line of a called 181.790 acre tract of land described as Tract 2 in an instrument to Spencewood Inc., recorded in Volume 503, Page 764, O.P.R.C.C.T., and marking the Southeast corner of said 70.83 acre Tract I and the herein described tract;

THENCE, South 78° 21' 12" West, along and with the South line of said 70.83 acre Tract I same being the North lines of said 181.790 acre tract and said 691.822 acre tract, a distance of 3,275.62 feet to a 10-inch Cedar Post found marking the Southwest corner of said 70.83 acre Tract I and the herein described tract;

THENCE, North 10° 40' 13" West, along and with an East line of said 691.822 acre tract and the West lines of said 70.83 acre Tracts I and II, a distance of 2,008.96 feet to **POINT OF BEGINNING** and containing 148.5 acres of land.

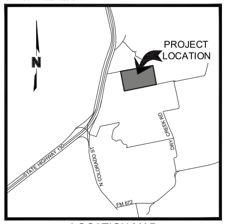
Notes:

1) Bearing orientation is based upon the Texas Coordinate System, South Central Zone 4204, North American Datum of 1983 (NAD 83), 2011 Adjustment, Epoch 2010.00. Distances shown hereon are in Surface. To convert distances to Divide by the Surface Adjustment Factor of 1.00013.

2) This M&B description was prepared in conjunction with a survey of even date.

____
Robert A. Harper, RPLS No. 6582
Summit Geomatics, Inc.
4603 N Stahl Park Suite 103
San Antonio, Texas 78217
TBPELS Firm No. 10194657

INSURED: HILLWOOD ENTERPRISES, L.P., A TEXAS LIMITED PARTNERSHIP
G.F. NO.: 1002-412842-RTT



LOCATION MAP
NOT TO SCALE

TITLE COMMITMENT NOTES:

10a. Easement granted by August Schuenemann to Texas Power & Light Company, recorded in Volume 121, Page 595, Deed Records, Caldwell County, Texas. **(Shown Hereon)**

10b. Easement granted by Adolf Seeliger and wife, Martha Seeliger, to Sinclair Refining Company, recorded in Volume 217, Page 118, Deed Records, Caldwell County, Texas. **(Shown Hereon)**

10c. Easement granted by Hilmer A. Seeliger to Humble Pipe Line Company, recorded in Volume 291, Page 578, Deed Records, Caldwell County, Texas. **(Shown Hereon)**

10d. Easement granted by Hilmer A. Seeliger and wife, Jewell Seeliger, to Plum Creek Conservation District of Lockhart, Texas, recorded in Volume 298, Page 210, Deed Records, Caldwell County, Texas. **(This easement is for floodwater retarding structure No. 22, which does not appear to have been constructed - No description for the easement - likely reverted back to Grantor due to no construction)**

10e. Easement granted by Jewell Seeliger, Alvina Bragg, and Lena Jackson to The Veterans' Land Board of the State of Texas, recorded in Volume 303, Page 567, Deed Records, Caldwell County, Texas. **(Shown Hereon)**

10f. Easement granted by Fane and Alvina Bragg to Delbert Decker recorded in Volume 322, Page 227, Deed Records, Caldwell County, Texas. **(This easement is a part of our subject tract - No description for the easement, Terrace outlet easement)**

10g. Easement granted by Delbert Decker to Plum Creek Conservation District of Lockhart, Texas, recorded in Volume 365, Page 79, Deed Records, Caldwell County, Texas. **(This easement is for floodwater retarding structure No. 22, which does not appear to have been constructed - No description for the easement - likely reverted back to Grantor due to no construction)**

10h. Easement granted Veteran's Land Board of Texas and Delbert Decker by to Plum Creek Conservation District of Lockhart, Texas, recorded in Volume 365, Page 393, Deed Records, Caldwell County, Texas. **This easement is for floodwater retarding structure No. 22, which does not appear to have been constructed - No description for the easement - likely reverted back to Grantor due to no construction)**

10i. Terms, Conditions, and Stipulations contained in the Easement and Right of Way Agreement, recorded in Volume 220, Page 838, Official Public Records, Caldwell County, Texas. **(This is a Blanket Easement-No description provided)**

10j. -10q. **(Not survey related)**

DESCRIPTION OF A 148.5 ACRE TRACT OF LAND
SITUATED IN THE JAMES M. BAKER SURVEY, ABSTRACT NO. 46
CALDWELL COUNTY, TEXAS

BEING a 148.5 acre tract of land situated in the James M. Baker Survey, Abstract No. 46 of Caldwell County, Texas, being all of a called 70.83 acre tract of land described as Tract I and all of a called 70.83 acre tract of land described as Tract II recorded in Volume 435, Page 472, of the Official Public Records of Caldwell County, Texas (O.P.R.C.C.T.); said 148.5 acre tract of land described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron rod found on the East right-of-way line of State Highway 130 a controlled access variable width right-of-way (right-of-way being dedicated in the following documents: Volume 579, Page 39, O.P.R.C.C.T., Volume 579, Page 47, O.P.R.C.C.T., Volume 579, Page 27, O.P.R.C.C.T., Volume 579, Page 55, O.P.R.C.C.T., Volume 579, Page 65, O.P.R.C.C.T., Volume 579, Page 73, O.P.R.C.C.T., Volume 579, Page 81, O.P.R.C.C.T., Volume 579, Page 89, O.P.R.C.C.T., Volume 579, Page 104, O.P.R.C.C.T., Volume 579, Pg. 112, O.P.R.C.C.T., Volume 579, Page 97, O.P.R.C.C.T., Volume 579, Page 120, O.P.R.C.C.T., Volume 579, Page 128, O.P.R.C.C.T., Volume 619, Page 659, O.P.R.C.C.T., Volume 619, Page 661, O.P.R.C.C.T., and Volume 579, Page 136, O.P.R.C.C.T), being the Southwest corner of the remainder of a called 101.25 acre tract of land described in an instrument to Zanty Lynn Champion and wife Doris Bragg Champion recorded in Volume 356, Page 19, Deed Records of Caldwell County, Texas (D.R.C.C.T.) and being the Northwest corner of a called 691.822 acre tract of land described in an instrument recorded to Spencewood, Inc. recorded in Volume 194, Page 893, O.P.R.C.C.T.;

THENCE, South 61° 53' 33" East, along and with the North line of said 691.822 acre tract and the South line of said 101.25 acre tract, a distance of 93.52 feet to a 5-inch cedar fence corner post found for an angle point;

THENCE, North 78° 52' 36" East, continuing along and with the North line of said 691.822 acre tract and the South line of said 101.25 acre tract, a distance of 348.06 feet to a 4-inch cedar fence post found for an angle point;

THENCE, North 78° 30' 19" East, continuing along and with the North line of said 691.822 acre tract and the South line of said 101.25 acre tract, a distance of 950.36 feet to a 5/8-inch iron rod with cap stamped "Summit Geomatics, Inc." found in the center of an old tree stump with wire for the Northwest corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, North 79° 42' 13" East, along and with the North line of said 70.83 acre Tract 2 same being the South line of said 101.25 acre tract, and the South line of a called 78.962 acre tract of land described in an instrument to David L. Pittman recorded in Volume 35, Page 339, D.R.C.C.T., a distance of 3,290.86 feet to a 3/8-inch iron rod found on the West line of a called 118.357 acre tract of land described in an instrument to Bridge to One, Inc. recorded in Document No. 2021-009484, O.P.R.C.C.T., being the Northeast corner of the herein described tract;

THENCE, South 10° 12' 23" East, along and with the West line of said 118.357 acre tract same being the East lines of said 70.83 acre Tracts I and II, a distance of 1,931.74 feet to a 3/8-inch iron rod found on the North line of a called 181.790 acre tract of land described as Tract 2 in an instrument to Spencewood Inc., recorded in Volume 503, Page 764, O.P.R.C.C.T., and marking the Southeast corner of said 70.83 acre Tract I and the herein described tract;

THENCE, South 78° 21' 12" West, along and with the South line of said 70.83 acre Tract I same being the North lines of said 181.790 acre tract and said 691.822 acre tract, a distance of 3,275.62 feet to a 10-inch Cedar Post found marking the Southwest corner of said 70.83 acre Tract I and the herein described tract;

THENCE, North 10° 40' 13" West, along and with an East line of said 691.822 acre tract and the West lines of said 70.83 acre Tracts I and II, a distance of 2,008.96 feet to **POINT OF BEGINNING** and containing 148.5 acres of land.

GENERAL NOTES:

1. BEARING ORIENTATION IS BASED UPON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE 4204, NORTH AMERICAN DATUM OF 1983 (NAD 83), 2011 ADJUSTMENT, EPOCH 2010.00. MEASUREMENTS ARE IN U.S. SURVEY FEET. DISTANCES AND COORDINATES SHOWN HEREON ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY USING THE COMBINED ADJUSTMENT FACTOR OF 1.00013.
2. THIS SURVEY WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY UNDER G.F. NO. 1002-402927-RTT, DATED EFFECTIVE FEBRUARY 1, 2025 AND ISSUED ON FEBRUARY 28, 2025.
3. PROPERTY LIES IN ZONE "A" AND UNSHADED ZONE "X" AS DELINEATED ON THE FLOOD INSURANCE RATE MAP FOR CALDWELL COUNTY, TEXAS AND INCORPORATED AREAS, MAP NO. 48055C0120E, EFFECTIVE DATE JUNE 19, 2012. FLOODLINES SHOWN HEREON WERE OBTAINED FROM THE FEMA GIS DATASET.
4. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SURVEY.
5. FIELD WORK WAS COMPLETED ON JUNE 20, 2025.

LEGEND

C.M.	CONTROLLING MONUMENT	R.C.P.	REINFORCED CONCRETE PIPE
C.M.P.	CORRUGATED METAL PIPE	R.O.W.	RIGHT-OF-WAY
C.O.	CLEAN OUT	R.P.	REFLECTOR POST
CONC.	CONCRETE	TEL.	TELEPHONE
D.E.	DRAINAGE EASEMENT	U.C.B.	UNDERGROUND CABLE/COMMUNICATION BOX
D.R.C.C.T.	DEED RECORDS OF CALDWELL COUNTY, TEXAS	U.E.	UTILITY EASEMENT
DOC.	DOCUMENT	U.E.B.	UNDERGROUND ELECTRIC BOX
E.C.R.	ELECTRIC CONDUIT RISER	VOL.	VOLUME
ELEC.	ELECTRIC	TEL. PED.	TELEPHONE PEDESTAL
ESMT.	EASEMENT	TRANS.	TRANSFORMER
F.H.	FIRE HYDRANT	W.M.	WATER METER
F.O.M.	FIBER OPTIC METER	W.V.	WATER VALVE
FND.	FOUND	△	CALCULATED POINT
F.P.	FENCE POST		GUY
I.	IRON	●	FOUND 1/2-INCH I.ROD (UNLESS OTHERWISE NOTED)
MON.	MONUMENT		POWER POLE
M.P.R.C.C.T.	MAP AND PLAT RECORDS OF CALDWELL COUNTY, TEXAS	○	SET 5/8-INCH I.ROD W/CAP STAMPED "SUMMIT GEOMATICS, INC"
NO.	NUMBER		BARBED WIRE FENCE
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS		CHAIN LINK FENCE
PED.	PEDESTAL	OHU	OVERHEAD UTILITY LINE
PG.	PAGE		EDGE OF ASPHALT
PLM.	PIPELINE MARKER		TxDOT R.O.W. - ACCESS DENIAL
P.O.B.	POINT OF BEGINNING		ABSTRACT LINE
P.P.	POWER POLE		CITY OF LOCKHART ETJ LINE
			FEMA FLOOD LINE

TO HILLWOOD ENTERPRISES, L.P., A TEXAS LIMITED PARTNERSHIP; AND FIRST AMERICAN TITLE:

I, ROBERT A. HARPER, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS MANUAL OF PRACTICE REQUIREMENTS FOR A CATEGORY 1A, CONDITION 3, LAND TITLE SURVEY. THE FIELDWORK WAS COMPLETED ON THE 20TH DAY OF JUNE, 2025 UNDER MY DIRECT SUPERVISION.

DATED THIS THE 23RD DAY OF JUNE, 2025.

STATE OF TEXAS
REGISTERED
ROBERT A. HARPER
6582
PROFESSIONAL
LAND SURVEYOR

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

ROBERT A. HARPER, RPLS NO. 6582
SUMMIT GEOMATICS, INC.
TEL: (210) 971-4870
RHARPER@SUMMIT-GEOMATICS.COM

SUMMIT GEOMATICS, INC.
4603 N STAHL PARK SUITE 103
SAN ANTONIO, TEXAS 78217
Tel: 210-971-4870 | summit-geomatics.com
TBPELS FIRM NO. 10194657

CATEGORY 1A, CONDITION 2
LAND TITLE SURVEY OF
148.5 ACRES OF LAND
SITUATED IN THE
JAMES M. BAKER SURVEY, A-46
CALDWELL COUNTY, TEXAS

SCALE:	JOB NO.:	DATE:	SHEET:
1"=200'	25.0125	06/23/2025	1 OF 1

X:\03_Summit_Projects\2025-Projects\25.0125_Gray_MeldeTract-Spencewood_Lockhart\03_Finals\01_CAD\MeldeSvy1(S).dwg, 6/23/2025 3:08 PM, rharper

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: November 18, 2025

AGENDA ITEM CAPTION: Discuss an amended and restated Professional Services Agreement between the City of Lockhart and ROED Prop Co, LLC and RODG DT Seawillow PropCo LLC to reimburse the City for professional fees and related expenses incurred in connection with the Seawillow/Moxie development project.

ORIGINATING DEPARTMENT AND CONTACT: City Attorney - Brad Bullock

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: The City and Red Oak Development Group, entered into a Professional Services Agreement on June 20, 2023, to provide for reimbursement of the City's professional costs associated with the review of a proposed Public Improvement District (PID) and Tax Increment Reinvestment Zone (TIRZ).

The amended and restated agreement updates the 2023 version to reflect the current stage of the project and the addition of ROED Prop Co, LLC and RODG DT Seawillow PropCo LLC as the responsible developer entities. The updated document allows for payment of professional and administrative expenses at market rates rather than listing specific hourly fees. It also maintains the initial $50,000 developer deposit while increasing the required replenishment increments to $10,000.

The revisions provide additional background on the project's progress, including the City's ongoing coordination with the developer regarding potential PID and TIRZ formation and related development review activities.

PROJECT SCHEDULE (if applicable):

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

FISCAL NOTE (if applicable): This agreement provides for full reimbursement of the City's professional and administrative costs by the Developer.

PREVIOUS COUNCIL ACTION: Original Professional Services Agreement approved June 20, 2023.

COMMITTEE/BOARD/COMMISSION ACTION:

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends approval of the Amended and Restated Professional Services Agreement

LIST OF SUPPORTING DOCUMENTS: Seawillow - 11.18.2025 - Amended and Restated PSA

AMENDED AND RESTATED PROFESSIONAL SERVICES REIMBURSEMENT/PAYMENT AGREEMENT FOR RED OAK/SEA WILLOW

This Amended and Restated Professional Services Reimbursement/Payment Agreement (this "Agreement"), effective as of the 1st day of September 2025 (the "Effective Date"), is made and entered into by and between the City of Lockhart, Texas (the "City"), ROED Prop Co, LLC, a Texas limited liability company, and RODG DT Seawillow PropCo LLC, a Texas limited liability company (ROED Prop Co, LLC, and RODG DT Seawillow PropCo LLC, collectively shall be referred to as the "Developer"). Developer and the City herein collectively referred to as "Party" or "Parties".

RECITALS

WHEREAS, Developer intends to develop or cause to be developed approximately 587 acres real property, of which approximately 88 acres is located within the City's corporate limits (the "In-City Property") and approximately 498.778 acres of real property is contiguous to the city limits and is primarily located within the City's extraterritorial jurisdiction (the In City Property and the 498.778 acres of real property shall be referred to as "Development Land"), all as depicted in Exhibit A; and

WHEREAS, Red Oak Development Group, LLC, an affiliate of Developer, and the City entered into a Professional Services Agreement on June 20, 2023 ("Original Agreement"), in anticipation of the City incurring expenses in considering a development agreement and creation of a public improvement district ("PID") pursuant to Chapter 372, Texas Local Government Code, as amended, entitled the Public Improvement District Assessment Act ("PID Act") or other districts; and

WHEREAS, the City and the Developer entered into that certain Seawillow Ranch Development Agreement, effective as of August 2, 2024, recorded under Instrument Number 2024-006578 in the Official Public Records of Caldwell County, Texas (the "Development Agreement"); and

WHEREAS, the Parties have been considering amendments to the Development Agreement, creation of a Tax Increment Reinvestment Zone, PID bonds and assessments for the In City Property, and amendment or creation of various legal documents in connection therewith; and

WHEREAS, the Parties hereto recognize that the City has incurred and will continue to incur expenses, at reasonable market rates, through the entire PID review process until final completion of the development including but not limited to: professional services, legal publications, notices, reproduction of materials, public hearing expenses, recording of documents, engineering fees, attorney fees, financial consultants, special consultant fees, appraisal services, and fees for administrative time of City staff, which will be needed to assess legal and financing issues related to the proposed creation of a PID and other districts for the development of the Property ("City Expenses"); and

WHEREAS, the City Expenses are in addition to the City's regular administrative and filing fees**,**

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The recitals above are incorporated for all purposes as if fully set forth herein.

2. Payment for Professional Services. Within ten (10) days of execution of the Original Agreement, the Developer deposited with the City $50,000.00 ("Initial Deposit") for payment of City Expenses in connection therewith:

(a) The City will pay City Expenses out of the amount deposited with the City and keep accounting of all charges for City Expenses incurred for the review and any unused contributions shall be returned to the Developer within 30 days of the City's payment of the final invoice or the Termination Date pursuant to a termination of this Agreement.

(b) The City will provide an explanation of amounts paid for City Expenses to the Developer with each request for the Developer to remit an additional $10,000.00.

(c) Notwithstanding anything to the contrary, City Expenses invoiced and due within thirty (30) days prior to the closing of PID bonds may be paid to the City's consultants, at Developer's option, through PID bond proceeds upon the closing of PID bonds.

(d) The Developer may be reimbursed from the PID created by the City Council containing all or a portion of the Development Land, if any, for City Expenses paid in accordance with this Agreement and the PID Act.

(e) Developer agrees that in the event the funds for City Expenses balance falls below $10,000.00, then Developer shall remit an additional amount of not less than $10,000.00 within five (5) business days of receipt of such notice from the City.

(f) In the event the balance for City Expenses is exhausted, upon notice, Developer shall pay the balance owed in full within fifteen (15) days in addition to the remittance of the additional funds as provided above.

(g) In the instance that deposits of additional funds are not timely made, the City has no obligation to incur any additional costs and City Expenses in connection with the Project.

(h) Failure of Developer to meet its obligations above may result in the suspension or revocation of any active development permits until such obligations are cured, or revocation of active development permits if the obligation is not cured within ten (10) days after the City's delivery to the Developer of written notice of failure to meet such obligations In the event that Developer fails to meet the obligations under this Section 2, Developer's lender may make the payment to the City to cure.

3. No Obligation to Issue Bonds. The Developer acknowledges that the City has no obligation to approve any agreements or documents related to the development, create any districts, or issue any bonds or other indebtedness with respect thereto, and nothing contained within this Agreement shall create any such obligation. The Developer's obligation to pay the City Expenses shall exist and continue independent of whether a district is created or PID bonds or other indebtedness are approved. This Agreement shall confer no vested rights or development rights on the Development Land or to the Developer. Further, this Agreement shall provide no assurances, promises, or covenants to approve any development in the Development Land.

4. Termination. Either Party may terminate this Agreement with or without cause upon Developer's or City's delivery of five (5) calendar days' prior written notice of termination to the other Party, at which time the City shall have no obligation to incur any further City Expenses (the "Termination Date"); provided, however fees for City Expenses incurred by the City on or before the Termination Date may be funded under Section 2. Upon termination of this Agreement for any reason, any balance of the Initial Deposit and any balance of any additional payment(s) made by Developer under this Agreement that exceed the City Expenses incurred as of Termination Date shall be returned to Developer within thirty (30) days of the Termination Date.

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 OF EVERY CONCEIVABLE CHARACTER, 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. TIDS 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. Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the transactions contemplated herein.

7. Amendment. This Agreement may only be amended, altered or revoked by written instrument approved by the City Council.

8. Successors and Assigns. Neither City nor Developer may assign or transfer their interest in the Agreement without prior written consent of the other Party.

9. Notice. Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States Mail, Certified, with Return Receipt Requested, postage prepaid, addressed to the appropriate party at the following addresses, or at such other addresses provided by the parties in writing or when delivered by email, addressed to the intended recipient at the email address shown below.

City:	With a Copy to:
City of Lockhart Attention: City Manager 308 W. San Antonio	Jennifer Richie, Attorney Messer Fort, PLLC 6371 Preston Rd., Suite 200

Lockhart, TX 78644

Developer:

ROED Prop Co, LLC
RODG DT Seawillow PropCo LLC
2121 East Sixth Street, Suite 203
Austin, Texas 78702
Attention: Tom Staub

Frisco, Texas 75034

With a Copy to:

Greenberg Traurig, LLP
2200 Ross Avenue, Suite 5200
Dallas, Texas
Attn: Drew Slone

10. Interpretation. Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against either party.

11. 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 a court of competent jurisdiction in Caldwell County, Texas.

12. 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.

13. 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.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective as of the Effective Date.

[Signature pages follow]

CITY OF LOCKHART, TEXAS

By_______________________________
Lew White, Mayor

ROED PROP CO LLC, a Texas limited liability company

By: Red Oak Development Group, LLC, a Texas limited liability company, its Managing Member

By:_______________________________
Name: Thomas Staub
Title: Member

RODG DT SEAWILLOW PROPCO LLC, a Texas limited liability company

By: RODG DT SEAWILLOW PROPCO MGR LLC, a Texas limited liability company, its Manager

By: MERLION CAPITAL GROUP MGR LLC, a Texas limited liability company, its Manager

By:___________________________

Name: David Teo
Title: Manager

By: RODG DT SEAWILLOW PROPCO MGR LLC, a Texas limited liability company, its Manager

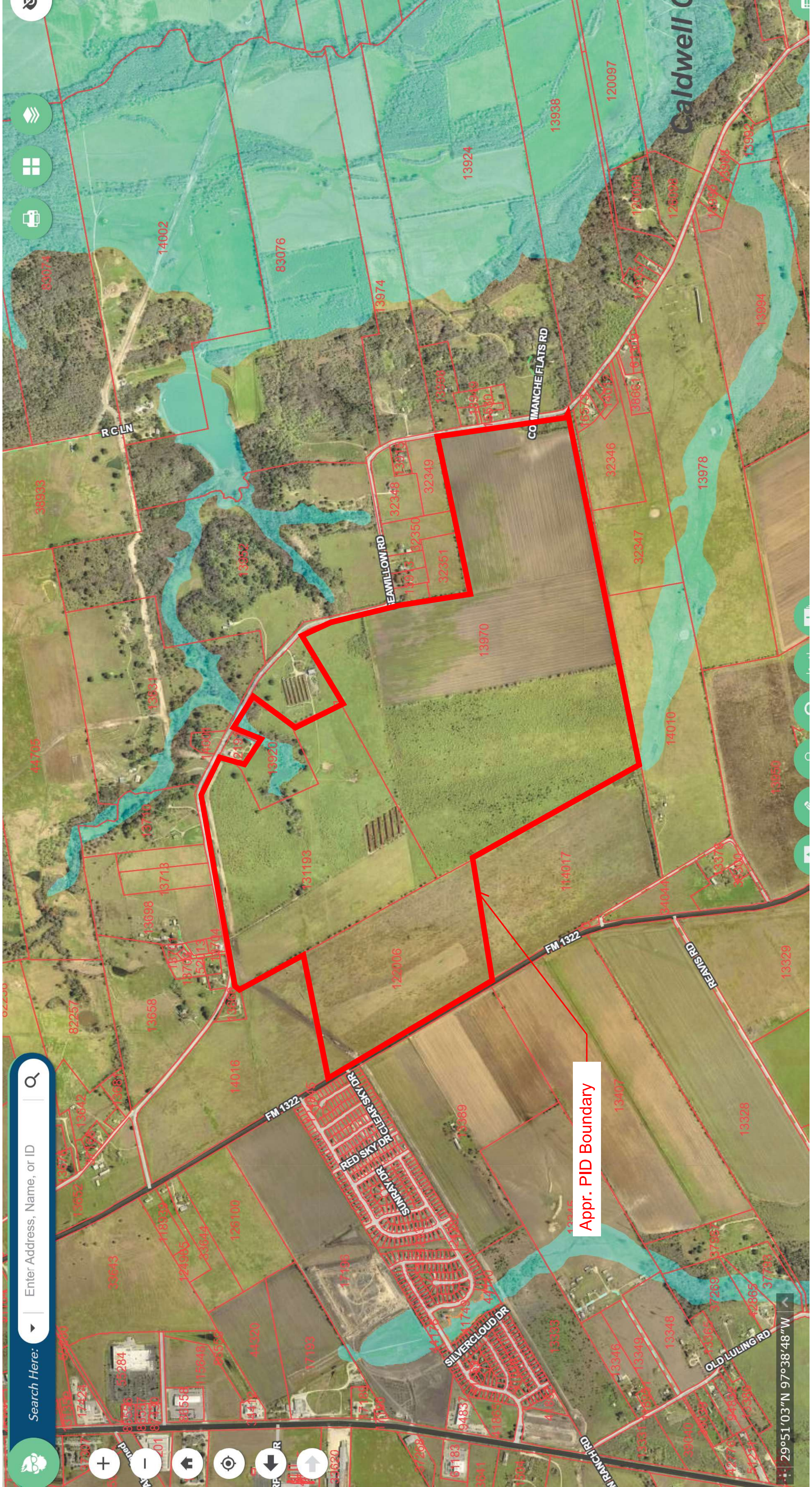
By: RODG MGR, LLC a Texas limited liability company, its Manager

By:___________________________

Name: Thomas Staub
Title: Manager

EXHIBIT A

DESCRIPTION AND DEPICTION OF THE DEVELOPMENT LAND


Appr. PID Boundary
FM 1322
COMANCHE FLATS RD
WEEPING WILLOW RD
R C LN
REAVIS RD
SILVERCLOUD DR
RED SKY DR
OLD LULING RD
Caldwell
Search Here:
Enter Address, Name, or ID
29°51'03"N 97°38'48"W

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: November 18, 2025

AGENDA ITEM CAPTION: Discuss confirmation of Civil Service Commission member reappointment of Mr. Raymond Sanders for a three (3) year term as recommended by the City Manager.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Joseph Resendez

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: Mr. Sanders has served on the commission for the past 8 and a half years (two 3-year terms and one partial term), and as the commission vice-chairman since 2023. According to Civil Service regulations, he can be reappointed for additional terms (3 years long) if the appointment is confirmed by a two-thirds majority of the City Council. Mr. Sanders has graciously agreed to continue serving on the commission for an additional three (3) year term expiring January 1, 2029.

Mr. Sanders has previously served the community as Mayor, Councilmember, on various boards, and as a volunteer. Both the City Manager and Civil Service Director concur that he has been, and will continue to be, an asset to the Civil Service Commission.

PROJECT SCHEDULE (if applicable): N/A

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: N/A

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Both the City Manager and Civil Service Director respectfully recommend that Council confirm, by vote, the reappointment of Mr. Raymond Sanders.

LIST OF SUPPORTING DOCUMENTS: TxLGC Chapter 143.006, History - November 15, 2022 City Council minutes

TxLGC: Chapter 143.006
Implementation: Commission

Sec. 143.006. IMPLEMENTATION: COMMISSION. (a) On adoption of this chapter, the Fire Fighters' and Police Officers' Civil Service Commission is established in the municipality. The chief executive of the municipality shall appoint the members of the commission within 60 days after the date this chapter is adopted. Within 30 days after the date the municipality's first full fiscal year begins after the date of the adoption election, the governing body of the municipality shall implement this chapter.

(b) The commission consists of three members appointed by the municipality's chief executive and confirmed by the governing body of the municipality. Members serve staggered three-year terms with the term of one member expiring each year. If a vacancy occurs or if an appointee fails to qualify within 10 days after the date of appointment, the chief executive shall appoint a person to serve for the remainder of the unexpired term in the same manner as the original appointment.

(c) A person appointed to the commission must:

(1) be of good moral character;

(2) be a United States citizen;

(3) be a resident of the municipality who has resided in the municipality for more than three years;

(4) be over 25 years of age; and

(5) not have held a public office within the preceding three years.

(c-1) Notwithstanding Subsection (c)(5), the municipality's chief executive may reappoint a commission member to consecutive terms. A commission member may not be reappointed to more than a third consecutive term unless the member's reappointment to a fourth or subsequent consecutive term is confirmed by a two-thirds majority of all the members of the municipality's governing body.

(c-2) Subsection (c)(5) does not prohibit the municipality's chief executive from appointing a former commission member to the commission if the only public office held by the former member within the preceding three years is membership on:

(1) the commission; or

(2) the commission and the municipality's civil service board for employees other than police officers and firefighters through a joint appointment to the commission and board.

(c-3) Subsections (c-1) and (c-2) do not apply to a municipality with a population of 1.5 million or more.

(d) In making initial appointments, the chief executive shall designate one member to serve a one-year term, one member to serve a two-year term, and one member to serve a three-year term. If a municipality has a civil service commission immediately before this chapter takes effect in that municipality, that civil service commission shall continue as the commission established by this section and shall administer the civil service system as prescribed by this chapter. As the terms of the members of the previously existing commission expire, the chief executive shall appoint members as prescribed by this section. If necessary to create staggered terms as prescribed by this section, the chief executive shall appoint the initial members, required to be appointed under this chapter, to serve terms of less than three years.

(e) Initial members shall elect a chairman and a vice-chairman within 10 days after the date all members have qualified. Each January, the members shall elect a chairman and a vice-chairman.

(f) The governing body of the municipality shall provide to the commission adequate and suitable office space in which to conduct business.

(g) The chief executive of a municipality commits an offense if the chief executive knowingly or intentionally fails to appoint the initial members of the commission within the 60-day period prescribed by Subsection (a). An offense under this subsection is a misdemeanor punishable by a fine of not less than $100 or more than $200. Each day after the 60-day period that the chief executive knowingly or intentionally fails to make a required appointment constitutes a separate offense.

(h) The chief executive of a municipality or a municipal official commits an offense if the person knowingly or intentionally refuses to implement this chapter or attempts to obstruct the enforcement of this chapter. An offense under this subsection is a misdemeanor punishable by a fine of not less than $100 or more than $200.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.
Amended by:

Acts 2005, 79th Leg., Ch. 475 (H.B. 150), Sec. 1, eff. June 17, 2005.

HISTORY

D. DISCUSS CONFIRMATION OF CIVIL SERVICE COMMISSION MEMBER REAPPOINTMENT OF MR. RAYMOND SANDERS FOR A THREE (3) YEAR TERM AS RECOMMENDED BY THE CITY MANAGER.

Mr. Lewis stated that in 2017, Mr. Sanders was appointed to fill the unexpired term of long time serving Civil Service Commissioner Mr. Doug Shomette. That term expired January 1, 2020. Mr. Sanders was then reappointed for an additional three (3) year term which will expire January 1, 2023. Mr. Sanders has graciously agreed to continue serving on the commission for an additional three (3) year term expiring January 1, 2026. Mr. Lewis recommended approval.

E. DISCUSS RESOLUTION 2022-38 OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS AUTHORIZING THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION TO SALE PROPERTY AND AUTHORIZING ITS PRESIDENT TO NEGOTIATE AND ENTER INTO SALES CONTRACTS, EXECUTE A DEED OR DEEDS CONVEYING LAND AND ALL OTHER DOCUMENTS PURSUANT TO THE SALE OF PROPERTY LOCATED WITHIN LOCKHART INDUSTRIAL PARK III PREVIOUSLY ACQUIRED FOR A PROJECT BEING KNOWN AS PROJECT FUTURE.

Mr. Lewis stated that City Council approved Resolution 2020-29 authorizing the negotiation and purchase of 75.04 acres of property pursuant to a Lockhart Economic Development project known as "Project Future." Portions of the property purchased pursuant to "Project Future" is now commonly known as the Lockhart Industrial Park III. The Board of the Lockhart Economic Development Corporation and City Council have approved the sale(s) of certain lots pursuant to the continued development of the industrial park. Title underwriters committing to the condition and status of land require a formal resolution approving the sale of the 75.04 acres as a whole. Mr. Lewis recommended approval.

F. DISCUSS RESOLUTION 2022-39 AUTHORIZING THE CITY MANAGER TO ENTER INTO AN UPDATED ADVANCE FUNDING AGREEMENT (AFA) WITH THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) FOR BRIDGE REPLACEMENT OR REHABILITATION FOR THE NORTH BLANCO STREET BRIDGE OVER TOWN BRANCH CREEK.

Mr. Kelley stated that on June 7, 2022, City Council approved Resolution 2022-25, entering an (AFA) with TxDOT for the rehabilitation or replacement of the Blanco Street Bridge. On August 30, 2022, this item was taken to the Texas Transportation Commission and was approved as a project to replace the bridge. TxDOT has also increased the City's match portion from $5,500 to $6,100. This is primarily attributed to adjusted material quantities and the rising cost of materials. Due to rising costs and newly issued State Control-Section-Job Order Number (116292), it is necessary to adopt a revised resolution in support of the North Blanco Street Bridge Replacement Project. The project is still slated for design and replacement in FY 2026. City staff and TxDOT will continue to inspect and monitor the bridge until the bridge's replacement takes place. Mr. Kelley recommended approval.

G. DISCUSS ORDINANCE 2022-61 OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS AMENDING THE PERSONNEL POLICIES OF THE CITY OF LOCKHART ADDING SECTION 4-6 (13) SICK LEAVE POOL PROGRAM POLICY; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION AND PROVIDING AN EFFECTIVE DATE.

Ms. Bowermon stated that from time to time City employees may experience a catastrophic illness or injury resulting in a need for additional time off in excess of their available paid sick/personal leave. Currently, City employees cannot donate or share their unused sick leave time with other City employees. There has been a request to consider creating a policy that allows employees to donate or

HISTORY

Caroline Kiefer, 20[illegible]. Mark[illegible]t., spoke [illegible] or of [illegible] [illegible]g instead o[illegible] MD zoning. She stated that the property only ha[illegible]ccess through a parcel of land that is considered a fl[illegible] pole, it will not have access to other streets, or another way to get out.

Len Gabbay, Lockhart, spoke against the RMD zoning change due to additional traffic congestion and drainage issues. He requested that the Council halt new development in the area.

Crystal Nudirez, Woodlawn Street, spoke in favor of the RLD zoning of the property. She expressed concern about the additional traffic and drainage problems in the area.

Dionne Robertson, Lockhart, spoke in favor of the RLD zoning of the property. She expressed concern about additional traffic congestion and drainage issues. She stated that she believed that Lockhart is growing too fast and suggested that the Council halt approving additional subdivisions in the area for the time being.

Levi Garrett, Lockhart, spoke against the zoning change.

Robert Steinbomer, Lockhart, stated that growth of the city should slow down. He expressed concern about supplying city services, such as water to the new homes. He recommended that the Council work on a 2030 Comprehensive plan.

Mayor White requested additional citizens to address the Council. There were none. He closed the public hearing at 8:13 p.m.

Mayor White stated that city staff is beginning the process of developing a 2030 Comprehensive Plan. Staff is also currently working on a plan to supply enough water and other infrastructure to the new subdivision developments.

There was discussion about pursuing TxDOT to expand Highway 142, especially in the area of 142 and Mockingbird to assist with traffic congestion.

Councilmember McGregor made a motion to approve Ordinance 2022-60, with the RLD zoning. Mayor Pro-Tem Sanchez seconded. The motion passed by a vote of 7-0.

ITEM 6-B. DISCUSSION AND/OR ACTION REGARDING FOLLOW UP TO PARK & RECREATION CAPITAL AND OPERATIONAL PROJECTS.

Mr. Hughes stated that the presentation is a follow-up of previous information that was provided by the Parks & Recreation Director on August 16, 2022. The presentation contains recommended next steps in fulfilling the short and long-term goals of the Department.

There was discussion regarding the creation of an Aquatics group.

ITEM 5. CONSENT AGENDA.

Councilmember Michelson made a motion to approve consent agenda items 5A, 5B, 5C, and 5D. Mayor Pro-Tem Sanchez seconded. The motion passed by a vote of 7-0.

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HISTORY

The following are the consent agenda items that were approved:

5A: Approve minutes of the November 1, 2022 and November 7, 2022 Council meetings.

5B: Accept confirmation of Civil Service Commission member reappointment of Mr. Raymond Sanders for a three (3) year term as recommended by the City Manager.

5C: Approve Resolution 2022-38 of the City Council of the City of Lockhart, Texas authorizing the Lockhart Economic Development Corporation to sale property and authorizing its President to negotiate and enter into sales contracts, execute a deed or deeds conveying land and all other documents pursuant to the sale of property located within Lockhart Industrial Park III previously acquired for a project being known as Project Future.

5D: Approve Resolution 2022-39 authorizing the City Manager to enter into an updated Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) for bridge replacement or rehabilitation for the North Blanco Street Bridge over Town Branch Creek.

ITEM 6-A. DISCUSSION AND/OR ACTION TO CONSIDER ORDINANCE 2022-61 OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS AMENDING THE PERSONNEL POLICIES OF THE CITY OF LOCKHART ADDING SECTION 4-6 (13) SICK LEAVE POOL PROGRAM POLICY; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION AND PROVIDING AN EFFECTIVE DATE.

Mayor Pro-Tem Sanchez made a motion to approve Ordinance 2022-61, as presented. Councilmember McGregor seconded. The motion passed by a vote of 7-0.

ITEM 6-B. DISCUSSION AND/OR ACTION REGARDING FOLLOW UP TO PARK & RECREATION CAPITAL AND OPERATIONAL PROJECTS.

Councilmember Michelson made a motion to accept the report. Councilmember Mendoza seconded. The motion passed by a vote of 7-0.

ITEM 6-C. DISCUSSION AND/OR ACTION TO CONSIDER AUTHORIZING THE CITY MANAGER TO SEEK PROPOSALS FOR THE DEVELOPMENT OF A SPACE NEEDS ASSESSMENT FOR CITY HALL.

Mayor Pro-Tem Sanchez made a motion to authorize the City Manager to seek proposals for the development of a space needs assessment for City Hall. Councilmember Bryant seconded. The motion passed by a vote of 7-0.

ITEM 6-D. DISCUSSION AND/OR ACTION TO CONSIDER THE NOMINATION OF LUCY KNIGHT TO THE ZONING BOARD OF ADJUSTMENT BY COUNCILMEMBER JEFFRY MICHELSON WITH A TERM TO EXPIRE IN NOVEMBER 2023.

Councilmember Michelson made a motion to appoint Lucy Knight to the Zoning Board of Adjustment. Councilmember McGregor seconded. The motion passed by a vote of 7-0.

ITEM 6-E. DISCUSSION AND/OR ACTION TO CONSIDER THE NOMINATION OF MARCIA PROCTOR TO THE ZONING BOARD OF ADJUSTMENT BY MAYOR LEW WHITE WITH A TERM TO EXPIRE IN NOVEMBER 2023.

Mayor White made a motion to appoint Marcia Proctor to the Zoning Board of Adjustment. Councilmember McGregor seconded. The motion passed by a vote of 7-0.

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: November 18, 2025

AGENDA ITEM CAPTION: Discuss Resolution 2025-41 casting votes for Directors to serve on the Caldwell County Appraisal District Board of Directors for the term of office from January 1, 2026 to December 31, 2027.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Julie Bowermon

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION: During the September 16, 2025 meeting, the Council approved Resolution 2025-32 that listed Alfredo Munoz and Sally Daniel as the City of Lockhart's nominations to be placed on a ballot for the CCAD Board of Directors that consists of five members. Attached is the ballot that the City received from the Caldwell County Appraisal District (CCAD) requesting that each taxing entity cast votes for the CCAD Board of Directors for the term of office from January 1, 2026 to December 31, 2027. The ballot consists of 6 candidates running for 5 Director positions. The Director will serve a two-year term beginning on January 1 of even numbered years. The City of Lockhart is entitled to cast 536 votes. The Council may cast all votes for one candidate or may distribute the votes among any number of candidates up to 536 votes. The deadline to submit the votes to the CCAD is December 15, 2025. Staff will submit the necessary documentation to the CCAD after the Council has cast their vote(s).

In 2023, the Council cast 178 votes for Alfredo Munoz and 300 votes for Sally Daniel.

PROJECT SCHEDULE (if applicable): N/A

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: On September 16, 2025, Council approved Resolution 2025-32 nominating Alfredo Munoz and Sally Daniel to be placed on the ballot for CCAD Board of Directors.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

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

LIST OF SUPPORTING DOCUMENTS: Resolution 2025-41, Notice from CCAD, List of current Board of Directors

RESOLUTION 2025-41

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS CASTING VOTES FOR DIRECTOR(S) TO SERVE ON THE CALDWELL COUNTY APPRAISAL DISTRICT BOARD OF DIRECTORS FOR THE TERM OF OFFICE FROM JANUARY 1, 2026 TO DECEMBER 31, 2027.

WHEREAS, the City of Lockhart is entitled to cast 536 votes for one or more nominee's to serve on the Caldwell County Appraisal District Board of Directors; and,

WHEREAS, the deadline to cast and submit these votes to the Chief Appraiser is December 15, 2025; and,

WHEREAS, the City Council has duly considered the nominations and taken a vote in a public setting at a regular meeting of the City Council.

NOW, THEREFORE, BE IT RESOLVED THAT:

The Lockhart City Council hereby casts 536 votes for nominee(s) to serve on the Caldwell County Appraisal District Board of Directors as documented in “Exhibit A” as attached.

This Resolution shall be in full force and effect immediately upon its Passage, Approval and Adoption on this the 18th day of November 2025.

CITY OF LOCKHART

____
Lew White
Mayor

ATTEST:

____
Julie Bowermon
City Secretary

APPROVED AS TO FORM:

____
Brad Bullock
City Attorney

ELECTION OF BOARD OF DIRECTORS
CALDWELL COUNTY APPRAISAL DISTRICT
2026-2027 TERM

NOMINEE	NUMBER OF VOTES CAST
Kayline Cabe	____________________
Sally Daniel	____________________
Linda Hinkle	____________________
Matthew McGovern	____________________
Alfredo Munoz	____________________
Dr. Deirdre Williams	____________________

TAXING UNIT:______________________________

DATE:___________________________________

____
Presiding Officer Signature

NUMBER OF VOTES FOR EACH TAXING UNIT

Caldwell County----------------------------------1500
City of Lockhart--------------------------------- 536
City of Luling------------------------------------ 105
City of Martindale------------------------------- 22
City of Mustang Ridge-------------------------- 9
City of Niederwald------------------------------- 4
City of San Marcos------------------------------- 18
City of Uhland------------------------------------ 3
Lockhart ISD------------------------------------ 1858
Luling ISD-- 304
Prairie Lea ISD---------------------------------- 102
Hays ISD-- 91
Gonzales ISD------------------------------------- 29
San Marcos ISD---------------------------------- 141
Waelder ISD-------------------------------------- 17
Austin Comm. College------------------------- 260

TOTAL---5000

Exhibit A

Caldwell County Appraisal District

DATE: October 27,2025

TO: Presiding Officers

FROM: Shanna Ramzinski, Chief Appraiser

RE: Selection of Appraisal District Directors

Enclosed you will find your ballot and the number of votes that your taxing unit is entitled to in this election. The upcoming term of office is from January 1, 2026 to December 31, 2027.

Each taxing unit must cast its vote **by written resolution** and submit it to the chief appraiser before December 15, 2025. The unit may cast all its votes for one candidate or may distribute the votes among any number of candidates. The amount of votes is based on your levy. They can change from year to year. The five candidates receiving the most votes will be declared the winners.

A voting unit must cast its votes for a person nominated and named on the ballot. Votes cast for someone not listed on the ballot cannot be counted.

The ballot should be dated and signed by the presiding officer of the taxing unit and returned along with a copy of the resolution to the Chief Appraiser, Caldwell County Appraisal District, P. O. Box 900, Lockhart, Texas 78644, before December 15, 2025.

Best Regards,

Shanna Ramzinski

Shanna Ramzinski
Chief Appraiser

Enc: Ballot

211 Bufkin Ln
P.O. Box 900
Lockhart, Texas 78644
United States

PHONE (512) 398-5550
FAX (512) 398-5551
E-MAIL general@caldwellcad.org
WEB SITE **www.caldwellcad.org**

ELECTION OF BOARD OF DIRECTORS
CALDWELL COUNTY APPRAISAL DISTRICT
2026-2027 TERM

NOMINEE	NUMBER OF VOTES CAST
Kayline Cabe	______________
Sally Daniel	______________
Linda Hinkle	______________
Matthew McGovern	______________
Alfredo Munoz	______________
Dr. Deirdre Williams	______________

TAXING UNIT:______________________________

DATE:______________________________

____
Presiding Officer Signature

NUMBER OF VOTES FOR EACH TAXING UNIT

Caldwell County---------------------------------1500
City of Lockhart--------------------------------- 536
City of Luling------------------------------------ 105
City of Martindale------------------------------ 22
City of Mustang Ridge------------------------- 9
City of Niederwald------------------------------ 4
City of San Marcos------------------------------ 18
City of Uhland------------------------------------ 3
Lockhart ISD------------------------------------ 1858
Luling ISD-- 304
Prairie Lea ISD---------------------------------- 102
Hays ISD-- 91
Gonzales ISD------------------------------------- 29
San Marcos ISD---------------------------------- 141
Waelder ISD-------------------------------------- 17
Austin Comm. College------------------------- 260

TOTAL--5000

(CURRENT)

CALDWELL COUNTY
APPRAISAL DISTRICT

Home Organization Forms Calendar Public Information

Board of Directors

Board Member	Location
Sally Daniel	Lockhart
Kathy Haigler	Dale
Alfredo Munoz	Lockhart
Linda Hinkle	Lockhart
Kayline Cabe	Dale

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: November 18, 2025

AGENDA ITEM CAPTION: Discuss the Lockhart Economic Development Corporation (LEDC) FY2025-2026 Goals and Objectives

ORIGINATING DEPARTMENT AND CONTACT: Economic Development - Holly Malish

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: On April 11, 2025, the Lockhart Economic Development Corporation (LEDC) Board and staff convened at the First Lockhart Bank Community Room for a half-day strategic planning workshop to establish priorities for Fiscal Year 2025–2026. The session was facilitated by Alysia A. Cook, PCED, IOM, with Opportunity Strategies, LLC.

During the retreat, participants reviewed the Economic Development strategies outlined in the *Lockhart Looking Forward* Comprehensive Plan and the LEDC's Targeted Business Strategy Refresh plan. The discussion focused on aligning ongoing programs with updated priorities and identifying key areas for investment, workforce alignment, and community collaboration.

The resulting FY2025–2026 Goals and Objectives reaffirm the LEDC's commitment to fostering sustainable economic growth through the following priorities:

- Business Development
- Business Retention & Expansion
- Workforce Development
- Infrastructure & Asset Development
- Downtown & Small Business Development
- Tourism & Community Branding
- Organizational Excellence

Adoption of these goals will provide a clear framework to help staff and the LEDC Board focus their time and resources on priority projects that deliver the greatest community and economic impact in alignment with the City Council's strategic direction, the LEDC Strategic Plan, and the *Lockhart Looking Forward* Comprehensive Plan.

PROJECT SCHEDULE (if applicable):

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

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends approval of the Lockhart Economic Development Corporation FY2025–2026 Goals and Objectives.

LIST OF SUPPORTING DOCUMENTS: Lockhart EDC 2025-2026 StratPlan - abridged

CITY OF
Lockhart
ECONOMIC DEVELOPMENT

Lockhart Economic Development Corporation

2025-2026 Strategic Plan

Introduction

In February 2025, the Lockhart Economic Development Corporation embarked on a strategic planning process to develop the strategic priorities for 2025-2026. The following is the process used to reach the conclusions for the Strategic Plan.

On April 11, 2025, the Lockhart Economic Development Corporation Board and staff met at the First Lockhart Bank Community Room for a half-day strategic planning workshop to begin planning for 2025-2026. Alysia A. Cook, PCED, IOM with Opportunity Strategies LLC served as the facilitator throughout this process.

During the Strategic Planning retreat, the participants reviewed the Economic Development Strategies in the City of Lockhart's "Lockhart Looking Forward" Comprehensive Plan, the reviewed the Targeted Business Strategy Refresh. The participants discussed the organization's current activities and future goals.

Following the reviews, the participants engaged in a focused discussion and exercise. The group then reviewed the EDC's current goals and strategies, and worked to update each one.

The following is the Lockhart Economic Development Corporation's 2025-2026 Strategic Plan.

Goal #1: Business Development

Attract new businesses to Lockhart through targeted recruitment, incentives, and proactive recruitment strategies.

Goal #2: Business Retention & Expansion

Support and expand existing businesses by proactively addressing their needs and facilitating growth opportunities.

Goal #3: Workforce Development

Develop a skilled workforce aligned with current and future industry demands.

Goal #4: Infrastructure & Asset Development

Advance Lockhart's economic vitality and sustainability through strategic development and infrastructure improvements.

Goal #5: Downtown & Small Business Development

Foster entrepreneurship and innovation by providing resources, support, and an attractive business environment in Downtown and throughout Lockhart.

Goal #6: Tourism & Community Branding

Grow Lockhart's tourism sector by leveraging its unique cultural, historical, and recreational assets.

Goal #7: Organizational Excellence

Strengthen organizational effectiveness through strategic partnerships, updated programs, best practices, standard operating procedures, and increased stakeholder engagement.

CITY OF

Lockhart

ECONOMIC DEVELOPMENT

2025-2026 Strategic Plan

GOAL 1 Business Development

GOAL 2 Business Retention & Expansion

GOAL 3 Workforce Development

GOAL 4 Infrastructure & Asset Development

GOAL 5 Downtown & Small Business Development

GOAL 6 Tourism & Community Branding

GOAL 7 Organizational Excellence

Where Undeniable Opportunity Meets
Authentic Texas Community

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: November 18, 2025

AGENDA ITEM CAPTION: Discuss Resolution No. 2025-39 to amend the Chapter 380 Economic Development Performance Agreement with Lockhart Hospitality, LLC.

ORIGINATING DEPARTMENT AND CONTACT: Economic Development - Holly Malish

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: In January 2025, City Council approved the First Amendment (Resolution 2025-02) extending the developer's construction milestones—moving the building permit deadline from December 31, 2024, to August 31, 2025, and the certificate of occupancy (CO) deadline from September 30, 2026, to December 30, 2027.

Due to continued coordination with TxDOT regarding a required traffic impact analysis (TIA) and related access improvements, Lockhart Hospitality has requested additional time to finalize design and permitting. The Second Amendment (Resolution 2025-39) proposes to extend the building permit deadline by one year—from August 31, 2025, to September 1, 2026—and the CO and hotel opening deadline from December 30, 2027, to September 1, 2028.

No other financial terms, incentive amounts, or performance obligations are being modified. The amendment ensures the project remains on track for development once external permitting steps are complete.

Background

The City and Lockhart Hospitality, LLC entered into a Chapter 380 Economic Development Performance Agreement on March 5, 2024, to support construction of a 90-room Holiday Inn Express with meeting space near the SH-130 corridor. The agreement provides a combined incentive value of up to $1.8 million through property tax and Hotel Occupancy Tax rebates, tied to project completion, investment, and operational performance benchmarks.

The project aligns directly with the Lockhart Economic Development Corporation's Strategic Plan, which identifies hospitality and tourism development as key strategies for strengthening the local economy. A modern, limited-service hotel supports the City's broader efforts to attract business investment, accommodate regional visitors, and enhance Lockhart's position as a destination for both tourism and corporate travel.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:
Funds Required:

City of Lockhart, Texas

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Cover Sheet

Account Number:
Funds Available:
Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends approval of Resolution 2025-39.

LIST OF SUPPORTING DOCUMENTS: Resolution No. 2025-39 Holiday Inn Extension, Holiday Inn Chapter 380 Amendment 2025_draft_CAD edits 2025.11.06

RESOLUTION NO. 2025-39

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, APPROVING A SECOND AMENDMENT TO THE CHAPTER 380 ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT WITH LOCKHART HOSPITALITY, LLC, EXTENDING THE DEADLINES FOR BUILDING PERMITS AND PROJECT COMPLETION, AUTHORIZING THE MAYOR TO EXECUTE THE SECOND AMENDMENT, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lockhart ("City") and Lockhart Hospitality, LLC ("Developer") entered into a Chapter 380 Economic Development Performance Agreement effective March 5, 2024, and amended on January 23, 2025, to facilitate the development of a Holiday Inn hotel with a capital investment of approximately $10,000,000, including incentives not to exceed $1,800,000 in combined ad valorem and Hotel Occupancy Tax (HOT) rebates; and

WHEREAS, the Agreement was intended to stimulate economic development, increase business personal property, and promote tourism within the City of Lockhart; and

WHEREAS, Lockhart Hospitality, LLC has requested a second amendment to extend the project development timeline due to extenuating circumstances affecting the permitting and construction schedule; and

WHEREAS, the proposed second amendment extends the deadline to obtain building permits from **August 31, 2025, to September 1, 2026**, and the deadline to obtain a certificate of occupancy and commence operations from **December 30, 2027, to September 1, 2028**; and

WHEREAS, the City Council finds that approving the amendment will not diminish the public benefits contemplated in the original agreement, will continue to promote local investment and tourism, and is in the best interest of the City of Lockhart;

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

1. **Approval of Second Amendment.** The City Council hereby approves the *Second Amendment to the Chapter 380 Economic Development Performance Agreement* between the City of Lockhart and Lockhart Hospitality, LLC, as presented.

2. **Authorization.** The Mayor of the City of Lockhart is hereby authorized to execute the Second Amendment on behalf of the City, substantially in the form attached hereto as *Exhibit A*.

3. **Effective Date.** This Resolution shall take effect immediately upon its passage and approval.

PASSED AND APPROVED this 18th day of November 2025, by the City Council of the City of Lockhart, Texas.

CITY OF LOCKHART

____

Lew White
Mayor

ATTEST: **APPROVED AS TO FORM:**

______________________ ______________________

Julie Bowermon **Brad Bullock**
City Secretary **City Attorney**

EXHIBIT A

SECOND AMENDMENT TO ECONOMIC DEVELOPMENT PERMFORMANCE AGREEMENT (LOCKHART HOSPITALITY, LLC)

THIS SECOND AMENDMENT TO THE ECONOMIC DEVELOPMENT PERORMANCE AGREEMENT ("SECOND AMENDMENT"), DATED TO BE EFFECTIVE AS OF THE DATE THAT THE SECOND AMENDMENT IS SIGNED BY THE LAST PARTY TO THE SECOND AMENDMENT (THE "EFFECTIVE DATE"), IS MADE AND ENTERED INTO BY AND BETWEEN THE CITY OF LOCKHART ("CITY") AND LOCKHART HOSPITALITY, LLC, A TEXAS LIMITED LIABILITY COMPANY ("DEVELOPER"). CITY AND DEVELOPER ARE SOMETIMES INDIVIDUALLY REFERRED TO HEREIN AS A "PARTY" AND ARE SOMETIMES COLLECTIVELY REFERRED TO HEREIN AS THE "PARTIES."

RECITALS

WHEREAS, LOCKHART HOSPITALITY, LLC entered into a Chapter 380 Economic Development Performance Agreement (the "Agreement"), dated effective March 5, 2024, between the parties to construct, create jobs, and increase business personal property and amended on January 23, 2025; and

WHEREAS, the Agreement provides that LOCKHART HOSPITALITY, LLC will receive an ad valorem and HOT incentives for a combined total not to exceed ONE MILLION AND EIGHT HUNDRED THOUSAND DOLLARS ($1,800,000) to build a TEN MILLION DOLLARS ($10,000,000) hotel; and

WHEREAS, LOCKHART HOSPITALITY, LLC desires to amend the Agreement, Section 4 (c) and change the date to obtain building permits from **August 31, 2025** to **September 1, 2026** given the extenuating circumstances; and

WHEREAS, LOCKHART HOSPITALITY, LLC additionally desires to amend the Agreement, Section 4 (c) and change the move into and commence operations date from **December 30, 2027 to September 1, 2028** due to the delay of obtaining the building permits; and

WHEREAS, CITY OF LOCKHART finds that amending the Agreement will not diminish the economic benefit or other valuable aspects of the Agreement and will advance the legitimate governmental interests of the CITY OF LOCKHART; and

WHEREAS, LOCKHART HOSPITALITY, LLC and CITY OF LOCKHART desire now to amend the Agreement in accordance with the terms of this Second Amendment.

Agreement

NOW, THEREFORE, in consideration of the above premises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, LOCKHART HOSPITALITY, LLC and CITY OF LOCKHART (collectively, the "Parties") hereby agree as follows:

1. Section 4. <u>LOCKHART HOSPITALITY, LLC Requirements, subsection (c) of the Agreement is hereby amended to read as follows:</u>

(c) Developer covenants and agrees to, after complying with all City Regulations and entering a Franchise Agreement for the Hotel, obtain or cause to be obtained building permits from the City for the Hotel by **September 1, 2026**. The Developer agrees not to apply for a building permit for the Hotel until after it has entered into a Franchise Agreement. Developer covenants and agrees to, after complying with all City Regulations, obtain or cause to be obtained a certificate of occupancy from the City, and open for business the Hotel (including all guest rooms, amenities, and public areas, and the Meeting Room) no later than **September 1, 2028 (**the actual date being the "Hotel Completion Date"). The City shall have the right to extend the Timeline dates or terminate this Agreement if any of the deadlines described in this section are not met.

Authority to Sign. The individual signing below for LOCKHART HOSPITALITY, LLC hereby certifies that he/she is authorized to sign this Second Amendment on behalf of LOCKHART HOSPITALITY, LLC and that no authorizations or approvals are required that have not already been obtained.

2. No Other Amendments' Conflict. Except as expressly set forth herein, all other terms and provisions of the Agreement shall remain in full force and effect. In the event there is a conflict between the terms and provisions of this Second Amendment and the Agreement as originally executed, the terms and provisions of this Second Amendment shall control.

3. Effective Date of Applicability of Second Amendment. After the Parties execute this Amendment, this Second Amendment shall be deemed immediately effective as to the entire Agreement. Unless further amended, this Second Amendment shall expire concurrently with the Agreement.

4. Severability. If any provision of this Second Amendment is illegal, invalid, or unenforceable in whole or in part for any reason, under present or future laws, then and in that event, it is the intention of the Parties hereto that the remaining provisions of this Second Amendment shall remain in full force and effect and shall not be affected.

5. Binding Obligation. This Second Amendment shall bind and inure to the benefit of the Parties, their successors, and their permitted assignees.

6. Authority. CITY OF LOCKHART and LOCKHART HOSPITALITY, LLC each represent and warrant that: (1) it has sufficient legal authority to conduct business in the State of Texas; (2) it has full capacity and authority to grant all rights and assume all obligations that it has granted and assumed under this Second Amendment; and (3) that the person or persons executing this Second Amendment on its behalf has been duly authorized to do so.

7. Effect of Amendment. Except as modified by this Second Amendment, all terms, covenants, conditions and provisions of the Agreement are hereby ratified, affirmed and remain in full force and effect. In the event there is any inconsistency between the terms of the Agreement and the terms of this Second Amendment, the terms of this Amendment shall control.

8. Entire Agreement. This Second Amendment and the Agreement represent the entire agreement of the Parties hereto as it relates to the contents hereof; all oral and written communications prior to this Second Amendment are merged into the Agreement and this Second Amendment.

9. Counterparts. This Second Amendment may be executed in counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument. Faxed or other electronic signatures shall be acceptable as original signatures.

[Signature pages follows]

IN WITNESS WHEREOF, the parties hereto have entered into and executed this Second Amendment to be approved and adopted on this, the 18th day of November 2025.

THE CITY OF LOCKHART	**ATTEST:**
______________________________	______________________________
Lew White, Mayor	Julie Bowermon, City Secretary

APPROVED AS TO FORM:

____

Brad Bullock, City Attorney

DEVELOPER:

Lockhart Hospitality LLC
a Texas limited liability company

By: ______________________________
Laxman Kaparthy, Managing Member

By: ______________________________
Venkat Jami, Managing Member

Date Signed: _________________________

State of Texas)(
)(
County of Caldwell)(

This instrument was acknowledged before me on the ______day of ___________, 2025, by Lew White, as Mayor of the City of Lockhart, Texas, a home-rule municipality of the State of Texas.

____
Notary Public

My Commission expires:_________________

State of Texas)(
)(
County of Caldwell)(

This instrument was acknowledged before me on the ________day of _______ 2025 by Venkat Jami as a member of Lockhart Hospitality, LLC, a Texas limited liability company.

____
Notary Public

My Commission expires:_____________

State of Texas)(
)(
County of Caldwell)(

This instrument was acknowledged before me on the_________day of _______, 2025 by Laxman Kaparthy as a member of Lockhart Hospitality, LLC, a Texas limited liability company..

____
Notary Public

My Commission expires:_____________

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: November 18, 2025

AGENDA ITEM CAPTION: Discuss Ordinance No. 2025-27 creating the Downtown and Tourism Department and creating the position of a Downtown and Tourism Director.

ORIGINATING DEPARTMENT AND CONTACT: Economic Development - Holly Malish

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: The proposed ordinance to create the Downtown and Tourism Department is intended to strengthen coordination of Lockhart's tourism, downtown development, and visitor engagement efforts. Lockhart's growing reputation as a regional destination—built on its historic downtown, cultural events, and barbecue heritage—has increased demand for a more structured approach to tourism operations. Ordinance No. 2025-27 establishes this new department to centralize program management, improve accountability, and expand tourism-related partnerships and marketing initiatives.

This proposed ordinance follows the May 22, 2025 Council workshop on visitor center and tourism strategy and the July 2025 discussion on the appropriation and expenditure of Hotel Occupancy Tax (HOT) funds.

Under the ordinance, the new Department will:

- Create the position of Director of Downtown and Tourism as an employee of the City of Lockhart and reporting to the City Manager.
- Administer programs promoting Lockhart as a destination through marketing, events, hospitality partnerships, and visitor information services.
- Oversee the operation of a Visitor Center as the central hub for tourism outreach and community engagement.
- Administer and expend HOT revenues and other eligible funds consistent with Texas Tax Code Chapter 351, in accordance with the appropriations recommended by the HOT Advisory Board and approved by City Council.
- Establish a seven-member Tourism Advisory Board to provide guidance, industry input, and an annual performance report.

These actions directly support strategies identified in the *Lockhart Looking Forward* Comprehensive Plan, which emphasizes downtown vibrancy, cultural tourism, and the visitor experience, and the Lockhart Economic Development Corporation's (LEDC) 2023 Strategic Refresh Plan, which recommends creating a Convention and Visitor's Bureau-style entity to strengthen the City's tourism and hospitality sector.

If approved, next steps include initiating the recruitment for the Director of Downtown and Tourism and Council appointments to the Tourism Advisory Board. Staff will also complete lease negotiations for the Visitor Center and return to Council for consideration.

PROJECT SCHEDULE (if applicable):

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

FISCAL NOTE (if applicable): Funding for the new Department will be supported by the City of Lockhart General Fund, Lockhart EDC, and Hotel Occupancy Tax funds, as appropriated through the annual budget development and adoption process.

PREVIOUS COUNCIL ACTION:

- May 2025: Council workshop on visitor center and tourism initiatives.
- September 2025: Council approved a Letter of Intent for a prospective Visitor Center location.
- October 2025: LEDC adopted Resolution No. 2025-17 supporting department creation and committing partial program funding

COMMITTEE/BOARD/COMMISSION ACTION: LEDC approved Resolution No. 2025-17 supporting the creation of the Downtown and Tourism Department at the November 10th, 2025 Board meeting.

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends adoption of Ordinance No. 2025-27 creating the Downtown and Tourism Department; authorize the Director position, Tourism Advisory Board, and funding structure; and direct staff to proceed with implementation.

LIST OF SUPPORTING DOCUMENTS: Ordinance 2025-27 - Creation of a Downtown and Tourism Department, Lockhart EDC - Resolution No. 2025-17 - Supporting Creation of Downtown and Tourism Department

ORDINANCE NO. 2025-27

AN ORDINANCE CREATING THE CITY OF LOCKHART DOWNTOWN AND TOURISM DEPARTMENT, DEFINING ITS PURPOSES AND DUTIES, PROVIDING FOR CREATION OF AN ADVISORY BOARD, AUTHORIZING FUNDING FROM HOTEL OCCUPANCY TAX AND OTHER SOURCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Lockhart desires to have a Downtown and Tourism Department to promote and enhance tourism in Lockhart; and

WHEREAS, the City of Council of the City of Lockhart recognizes that tourism is a vital component of economic development, contributing to local business growth, job creation, and community vitality; and

WHEREAS, *Texas Tax Code Chapter 351* authorizes municipalities to impose and use Hotel Occupancy Tax (HOT) revenues only for activities that directly enhance and promote tourism and the convention and hotel industry; and

WHEREAS, the City Council finds it necessary to formally establish a **Downtown and Tourism Department** to administer tourism initiatives, ensure lawful use of HOT revenues, and advance economic growth through visitor attraction.

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

Sec 65-1. DOWNTOWN AND TOURISM DEPARTMENT

(a) There is hereby created a **Downtown and Tourism Department.**

(b) The Downtown and Tourism Department's purpose is to market the City of Lockhart as a visitor destination to increase both leisure and business travel to the area, promote conventions, meetings, tradeshows, sporting events, and other tourism-related events, and strengthen the hospitality industry in the area.

(c) The Department may include future divisions such as the **Convention & Visitors Bureau (CVB), Main Street Program**, and other tourism-related functions of the City of Lockhart.

Section 65-2. ORGANIZATION

(a) There is hereby created the position of Downtown and Tourism Director, or similar title, to oversee day-to-day operations of the Department. The City Manager shall appoint the Downtown and Tourism Director to serve at the pleasure of the City Manager, and the Director shall have such duties and responsibilities as may, from time to time, be delegated by the City Manager.

(b) Staff of the Department shall be employees of the City of Lockhart and subject to City personnel policies.

(c) The Department shall coordinate closely with the Economic Development department and other City departments as needed for event planning, facility use, and community initiatives.

Section 65-3. POWERS AND DUTIES

(a) The Downtown and Tourism Department shall:

   a. Develop and implement marketing strategies to attract visitors, conventions, meetings, and events;

b. Manage tourism-related programs, including visitor information centers, websites, social media, and publications;

c. Collaborate with hotels, restaurants, cultural institutions, and event venues to promote tourism;

d. Recommend to City Council appropriate tourism-related capital projects, events, and partnerships;

e. Pursue grants, sponsorships, partnerships, and other funding sources to leverage City resources.

Section 65-4. TOURISM ADVISORY BOARD

(a) A **Tourism Advisory Board** is hereby created to advise the Downtown and Tourism Director and City Council on tourism-related policies, priorities, planning, and strategies.

(b) The Board shall consist of seven members appointed by the City Council, including representatives from the hotel, restaurant, retail, arts/cultural, and attractions sectors, plus at-large community members. The City Council may appoint a Council Member Liaison as a non-voting member of the Board. The Lockhart Economic Development Corporation (LEDC) may appoint a Board of Director Liaison as a non-voting member of the Board.

(c) Members shall establish bylaws.

(d) Members shall serve staggered two-year terms and comply with the Texas Open Meetings Act.

(e) The Board shall meet at least quarterly and provide an annual report to City Council.

Section 65-5. HOTEL OCCUPUANCY TAX

(a) The Downtown and Tourism Department is authorized to receive and expend Hotel Occupancy Tax revenues, grants, sponsorships, donations, and other legally available funds. The expenditure of these funds will be in accordance with Hotel Occupancy Tax Advisory Board recommendations and final approval of the City Council.

(b) All HOT expenditures shall comply with *Texas Tax Code Chapter 351* permissible uses, including advertising, promotion, convention center facilities, tourism facilities, and eligible historic preservation projects.

(c) The Department shall provide an annual Hotel Occupancy Tax financial and performance report to the City Council.

Section 65-6. ADMINISTRATION and FUNDING

(a) The Department shall maintain records of programs, expenditures, contracts, and performance measures in compliance with the Texas Public Information Act and City policy.

(b) The Department shall be funded by the City of Lockhart, with partial funding to be provided by the Lockhart Economic Development Corporation (LEDC), and Hotel Occupancy Tax (HOT) funds, as appropriated through the annual budget process.

Section 65-7. SEVERABILITY, REPEALER, EFFECTIVE DATE

(a) If any provision, section, clause, sentence or phrase of this Ordinance is for any reason held to be unconstitutional, void, invalid, or unenforceable, the validity of the remainder of this ordinance or its application shall not be affected, it being the intent of the City Council in adopting and approving this ordinance that no portion, provision, or regulation contained herein shall be inoperative or fail by any reasons of any unconstitutionality or invalidity of any other portion, provision or regulation.

(b) That all other ordinances, sections, or parts of ordinances heretofore adopted by the City of Lockhart in conflict with provisions set out above in this ordinance are hereby repealed or amended as indicated.

(c) This Ordinance shall take effect immediately upon passage and approval.

PASSED, APPROVED and ADOPTED on this **18th** day of **November**, **2025**, by the City Council of the City of Lockhart, Texas.

CITY OF LOCKHART

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Lew White, Mayor

ATTEST:	APPROVED AS TO FORM:
______________________________	______________________________
Julie Bowermon	Bradford E. Bullock
City Secretary	City Attorney

RESOLUTION NO. 2025-17

A RESOLUTION OF THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION SUPPORTING AND ENDORSING THE CREATION OF A DOWNTOWN AND TOURISM DEPARTMENT, AUTHORIZING COORDINATION AND COST-SHARING WITH THE CITY OF LOCKHART, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Lockhart Economic Development Corporation ("LEDC") recognizes that tourism is an essential driver of local economic growth, generating business activity, job creation, and enhanced quality of life for residents; and

WHEREAS, Texas Local Government Code, Chapter 505, authorizes Type B economic development corporations to expend funds for projects that promote new or expanded business enterprises, including projects related to community development and tourism facilities; and

WHEREAS, Texas Tax Code Chapter 351 authorizes municipalities to impose and use Hotel Occupancy Tax (HOT) revenues only for activities that directly enhance and promote tourism and the convention and hotel industry; and

WHEREAS, the City Council of the City of Lockhart is considering adoption of Ordinance No. 2025-64, establishing a Downtown and Tourism Department t, defining its purposes and duties, providing for creation of an advisory board, and authorizing funding from Hotel Occupancy Tax and other sources; and

WHEREAS, the LEDC Board of Directors finds it in the best interest of Lockhart's economic development efforts to support, coordinate with, and, where appropriate, cost-share in the funding of the proposed Downtown and Tourism Department to advance tourism-related initiatives that are consistent with Chapter 505 and that demonstrably contribute to economic development; and

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

1. The Board of Directors hereby **endorses and supports** the creation of a Downtown and Tourism Department , as provided in proposed Ordinance No. 2025-27.

2. The LEDC Board directs its staff to coordinate with the City of Lockhart's Economic Development Department and Downtown and Tourism Department in implementing tourism-related initiatives, programs, and projects that promote local economic development.

3. The LEDC Board authorizes, subject to budget availability and compliance with Texas Local Government Code Chapter 505, **participation in cost-sharing or cooperative**

funding arrangements with the City of Lockhart for tourism-related marketing, events, facilities, and projects that demonstrably enhance economic development.

4. This Resolution shall be forwarded to the City Council of the City of Lockhart as an expression of the LEDC's support.

5. This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED by the Board of Directors of the Lockhart Economic Development Corporation on this 10th day of November 2025.

LOCKHART ECONOMIC DEVELOPMENT CORPORATION

Alan Fielder

Alan Fielder, Chairman

Attest:

Holly Malish

Holly Malish, Board Secretary

Approved as to form:

Brad Bullock, Board Attorney

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: November 18, 2025

AGENDA ITEM CAPTION: Discussion regarding approving amended Lockhart Economic Development Corporation (LEDC) Bylaws.

ORIGINATING DEPARTMENT AND CONTACT: Economic Development - Holly Malish

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: The Lockhart Economic Development Corporation (LEDC) Bylaws were last amended and approved by the City Council in November 2020.

The LEDC Board of Directors and City staff formed a subcommittee to review the current bylaws, compare provisions from neighboring communities, and incorporate procedural updates reflecting organizational practices, statutory requirements under Chapters 501–505 of the Texas Local Government Code, and Council policy direction. The subcommittee met three times and recommended a comprehensive set of revisions.

The proposed amendments include the following:

Article I – Purpose and Powers
Clarifies Type B corporation status and updates statutory references under the Texas Local Government Code.

Article II – Board of Directors
Clarifies Board attendance standards, meeting procedures, and defines the Board's coordination with the City and establishes its responsibility for developing, implementing, and managing the City's economic development plan under Council oversight.

Article III – Officers
Formalizes the Executive Director role for daily administration and reporting.

Article IV – Functional Corporate Duties and Requirements
Codifies strategic planning requirements, updated reporting standards, and clarified fiscal and conflict-of-interest provisions.

Article V – Miscellaneous Provisions
Codifies City Council authority regarding organizational control.

Article VI – Effective Date and Amendments
Establishes a recurring five-year review requirement for bylaw updates.

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

<u>PROJECT SCHEDULE (if applicable):</u>

<u>AMOUNT & SOURCE OF FUNDING:</u>
Funds Required:
Account Number:
Funds Available:
Account Name:

<u>FISCAL NOTE (if applicable):</u>

<u>PREVIOUS COUNCIL ACTION:</u>

- Council approved the last LEDC Bylaws amendment in November 2020.
- The original Bylaws were adopted in August 1996.

<u>COMMITTEE/BOARD/COMMISSION ACTION:</u> The proposed Bylaw amendments were reviewed and recommended for approval by the LEDC Board of Directors at the November 10th Board meeting.

<u>STAFF RECOMMENDATION/REQUESTED MOTION:</u> Staff recommends approval of the amended Lockhart Economic Development Corporation Bylaws as presented.

<u>LIST OF SUPPORTING DOCUMENTS:</u> Amended Bylaws of Lockhart Economic Development Corporation - 11.18.25.FINAL, Resolution No. 2025-20 EDC Bylaws

BYLAWS OF
LOCKHART ECONOMIC DEVELOPMENT CORPORATION

ARTICLE 1
PURPOSE AND POWERS

Section 1. Purpose. The Corporation is incorporated for the purposes set forth in Article Four of its Articles of Incorporation, the same to be accomplished on behalf of the City of Lockhart, Texas (the "City") as its duly constituted authority and instrumentality in accordance with the Development Corporation Act, chapters 501 to 505 of the Texas Local Government Code, as amended, (hereinafter referred to as the "Act"), and other applicable laws.

Section 2. Powers. In the fulfillment of its corporate purpose, the Corporation shall be governed by Chapter 505 of the Act, as a Tvpe B Economic Development Corporation, and shall have all powers set forth and conferred in its Articles of Incorporation, in the Act, and in other applicable law, subject to the limitations prescribed therein and herein and to the provisions thereof and hereof.

ARTICLE II
BOARD OF DIRECTORS

Section 1. Powers, Number and Term of Office.

a. The property and affairs of the Corporation shall be managed and controlled by a Board of Directors (the "Board") under the guidance and direction of the Lockhart City Council and, subject to the restrictions imposed by law, by the Articles of Incorporation, and by these Bylaws the Board shall exercise all of the powers of the Corporation.

b. The Board shall consist of seven (7) directors, each of whom shall be appointed by and serve at the pleasure of the City Council (the "City Council") of the City. Each director shall occupy a place (individually, the "Place" and collectively, the "Places") as designated herein. Places 1-4 are designated for Councilmember Directors from Councilmember Districts 1 through 4 respectively. In the event that a particular Councilmember Director from said District is unable or unwilling to serve in the capacity as a Director, that Councilmember shall have the right to nominate a non-councilmember for approval and appointment. Places 5-7 are designated for Citizen Member Directors.

c. The directors constituting the first Board shall be those directors named in the Articles of Incorporation. Successor directors shall have the qualifications, shall be of the classes of directors, and shall be appointed to the terms set forth in the

Articles of Incorporation.

d. Directors appointed for terms of two (2) years each.

e. Any director may be removed from office by the City Council at will, with or without cause.

f. In the event of a vacancy on the Board, the position shall be filled by City Council according to the procedures established by City Council.

g. The Board shall elect a Chairman and Vice-Chairman.

Section 2. <u>Qualifications.</u>

a. The Directors shall hold such qualifications as required by State Law and as determined by the City Council, including all education and training requirements set forth in State Law, the Texas Comptroller, and City Council.

Section 3. <u>Meetings of Directors</u>.

a. The directors may hold their meetings at such place or places in the City as the Board may from time to time determine; provided, however, in the absence of any such determination by the Board, the meetings shall be held at the principal office of the Corporation as specified in Article V of these Bylaws.

b. Any director who is absent from any three consecutive regular meetings or any four non-consecutive regular meetings—of the Board during any twelve-month period, shall forfeit his or her office and the vacancy occurring shall be filled by the City Council. Special consideration can be granted for absences for good cause.

c. Any Director may request an item be placed on the agenda by delivering the same in writing to the Executive Director no later than ten (10) days prior to the date of the Board meeting.

Section 4. <u>Notice of Meetings</u>.

a. Regular meetings of the Board shall be held at such times and places as shall be designated from time to time by the Board. Special meetings of the Board shall be held whenever called by the Chairman of the Board, a majority of the directors, or by a majority of the City Council.

b. The executive director shall give three (3) business days' notice to each director of each regular or special meeting in person or by mail, telephone or by email. The executive director shall give at least two (2) hours notice to each director of each emergency meeting in person or by telephone or email. Unless otherwise indicated in the notice thereof, any and all matters pertaining to the purposes of the Corporation may be considered and acted upon at a special meeting.

c. Whenever any notice is required to be given to the Board, said notice shall be deemed to be sufficient if delivered to their home address in a sealed wrapper addressed to the person entitled thereto or by depositing same in a post office box in a sealed post-paid wrapper addressed to his or her post office address as it appears on the books of the Corporation, and such notice shall be deemed to have been given on the day of such mailing or delivery. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any businesses on the grounds that the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting need be specified in the notice of such meeting, unless required by the Board. A waiver of notice in writing, signed by the person or person entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Section 5. Open Meetings Act. All meetings and deliberations of the Board shall be called, convened, held, and conducted, and notice shall be given to the public, in accordance with the Texas Open Meetings Act, Government Code, Chapter 551.

Section 6. Quorum. A majority of the directors shall constitute a quorum to conduct official business of the Corporation. The act of a majority of the directors present at a meeting at which a quorum is in attendance shall constitute the act of the Board and of the Corporation, unless the act of a greater number is required by law, or is otherwise required within these Bylaws. A Director may not vote by proxy.

Section 7. Conduct of Business.

a. At the meetings of the Board, matters pertaining to the business of the Corporation shall be considered in accordance with rules of procedure as from time to time prescribed by the Board.

b. At all meetings of the Board, the Chairman of the Board shall preside. In the absence of the Chairman, the Vice Chairman shall preside.

c. The Chairman will be a voting member of the Board.

d. The Secretary of the Corporation shall act as secretary of all meetings of the Board, but in the absence of the secretary, the presiding officer may appoint any person to act as secretary of the meeting.

Section 8. **Committees of the Board.** The Board may designate two (2) or more directors to constitute an official committee of the Board to exercise such authority of the Board. It is provided, however, that all final, official actions of the Corporation may be exercised only by a quorum the Board. Each committee so designated shall keep regular minutes of the transactions of its meeting and shall cause such minutes to be recorded in books kept for that purpose in the principal office of the Corporation. No committee shall have independent authority to act or in the stead of the Board of Directors.

Section 9. **Compensation of Directors.** Directors shall not receive any salary or compensation for their services as directors. However, they shall be reimbursed for their actual expenses incurred in the performance of their official duties as directors.

Section 10. BOARD'S RELATIONSHIP WITH THE CITY. In accordance with state law, the Board shall be responsible for the proper discharge of its duties assigned herein. The Board shall determine its policies and directives within the limitations of the duties herein imposed by applicable laws, the Articles of Incorporation, these Bylaws, contracts entered into with the City, and budget and fiduciary responsibilities. Such policies and directives are subject to approval by the City Council. Any request for services made to the departments of the City shall be made by the Board or its designee to the City Manager. The City Manager may approve such requests for assistance from the Board when he or she finds such requested services are available with the City and that the Board has agreed to reimburse the City for the cost of such services so provided.

Section 11. GENERAL DUTIES OF THE BOARD

1. The board shall develop, or cause to be developed, and economic development plan for the City that shall include and set forth short- and long-term goals that the Board deems necessary to accomplish in compliance with its economic development plan. Such plan shall be approved by the City Council of the City of Lockhart. The economic development plan developed by the Board shall be one that includes the following elements
   a. An economic development strategy to permanently bolster the business climate throughout the city
   b. Strategies to fully utilize the assets of the city that enhance economic development
   c. Identification of strategies to coordinate public, private and academic resources to develop and enhance business opportunities for all citizens of Lockhart
   d. Assurance of accountability of all tax moneys and all other funds received and expended by the corporation for its implementation of an economic development plan
   e. Provisions for identification and implementation of identified strategies for direct economic development as defined in this section.

2. The board shall review the economic development strategic plan annually to ensure that said plan is up to date with the current economic climate and is capable of meeting Lockhart's current economic development needs
3. The board shall expend, in accordance with state law, the tax funds received by it on direct economic development where such expenditures will have a direct benefit to the citizen of Lockhart. As used in this article, "direct economic development" shall mean the expenditure of such the funds for programs that directly accomplish or aid in the accomplishment of crating identifiable new jobs or retaining identifiable existing jobs including job training and/or planning and research activities necessary to promote said job creation. The corporations focus will be primarily in the areas of:
    1. Business development
    2. Workforce Development
    3. Infrastructure Development
    4. Facility Development
4. The Corporation may, with approval from City Council, contract with the City of Lockhart, or with another entity for management services. The board may plan and direct its work through a designated employee of the City of Lockhart, or other contractual entity, who will be charged with the responsibility of carrying out the Corporations plan and program as adopted by the Board.

ARTICLE III
OFFICERS

Section 1. **Titles and Terms of Office**.

a. The officers of the Corporation shall be the chairman and vice-chairman of the Board of Directors, a president, a vice president, a secretary and a treasurer, and such other officers as the Board may from time to time elect or appoint. Terms of office for the chairman and vice-chairman shall be one (1) year with the right of an officer to be re-appointed.

Section 2. **Powers and Duties of the President.** The president shall be the chief operating/executive officer of the Corporation, and, subject to the authority of the Board, the president shall be in general charge of the properties and affairs of the Corporation, and execute all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments in the name of the Corporation. The City Manager of the City of Lockhart shall be president.

Section 3. **Vice President.** The vice president shall have such powers and duties as may be prescribed by the Board and shall exercise the powers of the president during that officer's absence or inability to act, in their respective order. Any action taken by the vice president in the performance of the duties of the president shall be conclusive evidence by the absence or inability to act of the president at the time such action was taken. The City Manage of the City of Lockhart shall designate an appropriate City employee to be vice-president

Section 4. **Treasurer.** The treasurer shall have the responsibility to see to the handling, custody, and security of all funds and securities of the Corporation in accordance with these bylaws. When necessary or proper, the treasurer may endorse and sign, on behalf of the Corporation, for collection or issuance, checks, notes, and other obligations in or drawn upon such bank, banks, or depositories as shall be designated by the Board consistent with these Bylaws. The treasurer shall see to the entry in the books of the Corporation full and accurate accounts of all monies received and paid out on account of the Corporation. The treasurer shall, at the expense of the Corporation, give such bond for the faithful discharge of his/her duties in such form and amount as the Board or the City Council may require. The City Manager of the City of Lockhart shall designate an appropriate City employee to be treasurer. All check writing authority will follow all applicable City policies concerning authorizations, signatures and disbursements.

Section 5. **Secretary.** The secretary shall keep the minutes of all meetings of the Board in books provided for that purpose, shall give and serve all notices, may sign with the president in the name of the Corporation, and/or attest the signature thereto, all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments of the Corporation, shall have charge of the corporate books, records, documents and instruments, except the books of account and financial records and securities, and such other books and papers as the Board may direct, all of which shall at all reasonable times be open to public inspection upon application at the office of the Corporation during business hours, and shall in general perform all duties incident to the office of secretary subject to the control of the Board. The City Manager of the City of Lockhart shall designate an appropriate City employee to be secretary.

Section 6. Legal counsel shall be the attorney for the City and he or she shall recommend any other attorney needed by the Corporation.

Section 7. **Compensation.** Officers who are members of the Board shall not receive any salary or compensation for their services, except that they shall be reimbursed for their actual expenses incurred in the performance of their official duties as officers.

Section 8. **Executive Director.** The executive director shall have responsibility for all day-to-day activities of the Corporation, including periodic updates to City Council, and shall be responsible for all applicable administrative requirements of its Article of Incorporation, these Bylaws, and the Act as amended. The Director of Economic Development of the City of Lockhart shall be executive director. The executive director is subject to the guidelines and purchasing authority as set for in the City of Lockhart's Purchasing Policy.

ARTICLE IV
FUNCTIONAL CORPORATE DUTIES AND REQUIREMENTS

Section 1. Lockhart Capital Improvement Plan.

a. It shall be the duty and obligation of the Board to assist in the financing and implementation of the Lockhart Capital Improvement Plan as adopted by the City of Lockhart.

b. In carrying out its obligations under subsection (a), the Corporation shall be authorized to establish an enterprise fund for approved projects pursuant to the Lockhart Capital Improvement Plan. Proceeds in said enterprise fund shall be transferred to the City's appropriate fund or funds for the purposes of debt service under certificates of obligation issued pursuant to the Lockhart Capital Improvement Plan as adopted by the City Council, on projects not inconsistent with Proposition Ten passed by the voters of the City of Lockhart on May 4, 1996, and not inconsistent with the Act.

c. The Board shall periodically submit reports to the City Council as to the status of its activities in carrying out its obligations under this Section.

d. Any and all agreements between the Corporation and other parties shall be authorized, executed, approved, and delivered in accordance with applicable law.

Section 2. Multi-Year Financial Plan (the "Plan"). Prior to the beginning of the Fiscal Year, the president will submit a Multi-year Financial Plan to the City Council for approval. The Plan will detail the utilization, investment and expenditure of funds and Debt scheduling for the Corporation. The Plan will serve as the financial guide for the corporation. The Board will approve the plan prior to the adoption of the Corporations' fiscal budget.

Section 3. Annual Corporate Budget. Prior to the commencement of each Fiscal Year of the Corporation, the Board shall adopt a proposed budget of expected revenues from sources set out in Section 6 of this article and proposed expenditures for the next ensuing fiscal year. The budget shall contain such classifications and shall be in such form as may be prescribed from time to time by the City Council. The president shall submit the budget to the City Council for approval prior to submittal to the Board for final adoption. The projection of revenues and all expenditures in the annual corporate budget will follow the guidelines outlined in the Multi-Year Financial Plan as adopted by the Board and the City Council. The budget will include administrative overhead, expenses and debt service.

Section 4. Books. Records. Audits.

a. The Corporation shall keep and properly maintain, in accordance with generally accepted accounting principles, complete books, records, accounts, and financial statements pertaining to its corporate funds, activities, and affairs.

b. At the direction of the City Council, the books, records, accounts, and financial statements of the Corporation may be maintained for the Corporation by the accountants, staff and personnel of the City.

c. The Corporation, or the City of the option described in subsection (b) is selected, shall cause it books, records, accounts, and financial statements to be audited at least once each fiscal year by an outside, independent, auditing and accounting firm selected by the City Council and approved by the Board. Such an audit shall be at the expense of the Corporation.

Section 5. **Deposit and Investment of Corporation Funds.**

a. All proceeds from loans or from the issuance of bonds, notes, or other debt instruments ("Obligations") issued by the Corporation shall be deposited and invested as provided in the resolution, order, indenture, or other documents authorizing or relating to their execution or issuance.
b. (b) Subject to the requirements of contracts, loan agreements, indentures or other agreements securing Obligations, all other monies of the Corporation, if any, shall be deposited, secured, and/or invested in the manner provided for the deposit, security, and/or investment of the public funds of the City. The Board, with City Council approval, shall designate the accounts and depositories to be created and designated for such purposes, and the methods of withdrawal of funds therefrom for use by and for the purposes of the corporation upon the signature of its treasurer and such other persons as the Board designates. The accounts, reconciliation, and investment of such funds and accounts shall be performed by the Department of Finance of the City.

Section 6. **Expenditures of Corporate Money.** The monies of the Corporation, including but not limited to, the sales and use taxes collected pursuant to Chapter 505 of the Act and the proceeds from the investment of funds of the Corporation, the proceeds from the sale of property, and the proceeds derived from the sale of Obligations, may be expended by the Corporation for any of the purposes authorized by the Act, subject to the following limitations:

a. Expenditures from the proceeds of Obligations shall be identified and described in the orders, resolutions, indentures, or other agreements submitted for the approval by the City Council prior to the execution of loan or financing agreements or the sale and delivery of the Obligations to the purchasers thereof required by Section 7 of this Article;

b. Expenditures that may be made from a fund created with the proceeds of Obligations, and expenditures of monies derived from sources other than the proceeds of Obligations may be used for the purpose of financing or otherwise providing one or more "Projects", as defined in Chapter 505 of the act. Expenditures shall be detailed in the Corporation's annual budget as approved by City Council and Board resolutions;

c. All proposed expenditures shall be made in accordance with and shall be set forth in the Corporation's annual budget required by Section 3 of this Article or in contracts meeting the requirements of Section 1(d) of this Article.

Section 7. **UNCOMMITTED FUNDS**

a. Any uncommitted funds of the Corporation at the end of the fiscal year shall be considered a part of the Fund Balance.

b. The undesignated fund balance may be committed for any legal purpose provided the Corporation's Board of Directors and the City Council both approve such commitment. This may include the establishment of a Permanent Reserve Fund which shall be accumulated for the purpose of using the interest earnings of such fund to finance the operation of the Corporation.

Section 8. **Issuance of Obligations.** No obligations, including refunding obligations, shall be authorized or sold and delivered by the Corporation unless the City Council shall approve such obligations by action taken prior to the date of sale of the obligations.

Section 9. **Reports.** The Board shall prepare, or cause to be prepared, the following reports:

Annual Report: The Board shall present an annual report to the City Council and shall discharge this requirement by reporting to the City Council in the following manner:

1. The Board shall make a detailed report to the City Council once a year, no later than November 30th of each year. Such report shall include, but not shall be limited to, the following:
   i. A review of all expenditures by the Board in connection with their activities involving direct economic development as defined in this article, together with a report on all other expenditures made by the Board
   ii. A review of the accomplishments of the Board in the area of direct economic development

iii. The policies and strategies followed by the Board in relation to direct economic development together with new or proposed changes in said policies and strategy.
iv. A review of the activities of the Board for the budget year addressed in an annual report, together with any proposed changes in an activity as or activities related to direct economic development
v. A review of the activities of the Board in areas of endeavor other than direct economic development together with any proposed changes in such activities.

QUARTERLY REPORTS

The Corporation or City staff shall prepare a quarterly activity report detailing the projects and work accomplished during the previous quarter. This report shall be submitted to the Board and City Council by the 15th day of the month following the end of each quarter.

STATE COMPTROLLER REPORT

Treasurer shall submit to the State Comptroller's Office a report in the form required by the Comptroller by the date required by the Comptroller.

Section 10. STRATEGIC PLAN

a. It shall be the duty and obligation of the Board to research, develop, prepare, finance, and implement a Strategic Plan.
b. In carrying out its obligations under subsection (a), the Corporation shall be authorized to exercise all rights and powers granted under the Act, including, but not limited to section 48 thereof, subject to the terms of the "Project Strategic Plan", and with the objective and for the purpose of developing and diversifying the economic, recreational, educational and cultural aspects of the City.
c. The Board shall submit reports to the City Council in conjunction with the quarterly report as to the status of its activities in carrying out its obligations under this Section.
d. Any and all agreements between the Corporation and other parties shall be authorized, executed, approved, and delivered in accordance with applicable law.

Section 11. CONFLICT OF INTEREST; LOANS

A. A contract of transaction between the Corporation and a director or officer, or the Corporation and another organization in which a director or officer has a financial interest is not void or voidable solely because the director or officer is present at or participates in the meeting of the Board that authorizes the contract or transaction, or solely because the director's or officer's vote is counted for the purpose, if one of the following is satisfied:
   (1) The material facts as to the relationship or interest and as to the contract or transaction are disclosed or are known to the Board, and the Board in good faith and with ordinary care authorizes the contract or transaction by affirmative vote of

a majority of the disinterested directors and officers, even though the disinterested directors and officers are less than a quorum;

(2) The material facts as to the relationship or interest as to the contract or transaction are disclosed or are known to the directors or officers entitled to vote on the contract or transaction, and the contract or transaction is specifically approved in good faith and with ordinary care by vote of the disinterested directors and officers; or

(3) The transaction is fair to the Corporation when it is authorized, approved, or ratified by the Board.

B. No loan shall be made by the Corporation to its directors or a business owned by a director.

ARTICLE V
MISCELLANEOUS PROVISIONS

Section 1. <u>Principal Office.</u>

(a) The principal office and the registered office of the Corporation shall be the registered office of the Corporation specified in the Articles of Incorporation.

(b) The Corporation shall have and shall continually designate a registered agent at its office as required by the Act.

Section 2. <u>Fiscal Year</u>. The fiscal year of the Corporation shall be the same as the fiscal year of the City.

Section 3. <u>Seal</u>. The Seal of the corporation shall be determined by the Board of Directors.

Section 4. <u>Resignations</u>. Any director or officer may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or, if no time is specified, at the time of its receipt by the Secretary. The acceptance of resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

Section 5. **<u>Approval or Advice and Consent of the City Council</u>.** To the extent that these Bylaws refer to any approval by the City or refer to advice and consent by the City Council, such advice and consent shall be evidenced by one of the following; resolution, minute order or motion duly approved by the City Council.

Section 6. <u>Services of City Staff and Officers</u>. Subject to the authority of the City Manager under the Charter of the City, the Corporation shall utilize the services and the staff employees of the City. All requests for staff time or inquiries of Staff will be requested through the City Manager's Office. The Corporation shall pay reasonable compensation to the City for such services, and the performance of such services does not materially interfere with the other duties of such personnel of the City.

Section 7. **Indemnification of Directors. Officers and Employees.**

(a) As provided in the Act and in the Articles of Incorporation, the Corporation is, for the purposes of the Texas Tort Claims Act (Subchapter A, Chapter 101, Texas Civil Practices and Remedies Code), a governmental unit and its actions are governmental functions.

(b) The Corporation shall indemnify each and every member of the Board, its Officers and its employees, and each member of the City Council and each employee of the City, to the fullest extent permitted by law, against any and all liability or expense, including attorneys fees, incurred by any of such persons by reason of any actions or omissions that may arise out of the function and activities of the Corporation. The attorney for the Corporation is authorized to provide a defense for members of the Board, officers, and employees of the Corporation.

Section 8. **Organizational Control**

The City Council at its sole discretion, and at any time, may alter or change the structure, organization or activities of the Corporation (including the termination of the Corporation), subject to any limitation on the impairment of contracts entered into by such Corporation. The foregoing notwithstanding, the City at all times during which any indebtedness of the Corporation, the interest on which is exempt from federal income taxation, remains outstanding, will maintain a beneficial interest in the Corporation.

ARTICLE VI

EFFECTIVE DATE, AMENDMENTS

Section 1. **Effective Date.** These Bylaws shall become effective upon the occurrence of the following events:

(1) the approval of these Bylaws by the City Council; and

(2) the adoption of these Bylaws by the Corporation Board.

Section 2. **Amendments to Articles of Incorporation and Bylaws.** The Articles of Incorporation of the Corporation and these Bylaws may be amended only in the manner provided in the Articles of Incorporation and the Act.

Section 3. Review and amendments should be conducted once every 5 years, at minimum.

CERTIFICATE OF EXECUTIVE DIRECTOR

I certify that I am the executive director of the Lockhart Economic Development Corporation and the foregoing Bylaws constitute the Bylaws of the Corporation. These Bylaws were duly adopted at a meeting of the Board of Directors held on this the ___day of ________, 2025, as approved by the City Council of the City of Lockhart, Texas, at a meeting held on the 18th day of November 2025.

____

Executive Director,
Lockhart Economic Development Corporation

RESOLUTION NO. 2025-20

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION ADOPTING UPDATED BYLAWS AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Lockhart Economic Development Corporation (the "Corporation") was created and operates pursuant to Chapters 501 and 505 of the Texas Local Government Code (the "Act"); and

WHEREAS, the Corporation previously adopted bylaws governing its structure, powers, and operations, which were approved by the City Council of the City of Lockhart, Texas (the "City Council"); and

WHEREAS, the Board of Directors of the Corporation (the "Board") has reviewed and determined it necessary and appropriate to update the bylaws to reflect current law, City policy, and best practices in governance; and

WHEREAS, the bylaws have been amended by the Board, and the amended bylaws are attached as Exhibit A, and will be submitted to the City Council for review and approval in accordance with Article VI of the bylaws and the requirements of the Act;

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

1. The Board hereby adopts the amended **Bylaws of the Lockhart Economic Development Corporation**, as presented to the Board on this date.
2. The Board directs that these amended bylaws be submitted to the City Council of the City of Lockhart for approval in accordance with law.
3. Upon approval by the City Council, the amended bylaws shall be effective immediately and shall supersede and replace any prior bylaws of the Corporation.
4. The officers of the Corporation are authorized and directed to take all steps necessary to carry out the intent of this Resolution.

PASSED, APPROVED, AND ADOPTED this ___ day of __________, 2025, by the Board of Directors of the Lockhart Economic Development Corporation.

SIGNATURE PAGE TO FOLLOW

LOCKHART ECONOMIC DEVELOPMENT CORPORATION

Alan Fielder, Chairman

Attest:

Holly Malish, Board Secretary

Approved to as form:

Brad Bullock, Board Attorney

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: November 18, 2025

AGENDA ITEM CAPTION: Discussion regarding the selection of Mayor Pro-Tem of the Lockhart City Council as required by Section 3.05 of the City Charter.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Julie Bowermon

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION:
Section 3.05 of the Lockhart City Charter requires that *after an election, the Council elect one of its number Mayor Pro-Tem and he/she shall perform all the duties of the Mayor in the absence or disability of the Mayor*. The Mayor Pro-Tem selected on November 18, 2025 would serve through November 2026.

The City of Lockhart is scheduled to hold an election for Councilmembers in 2026. Following the canvassing of the 2026 election, Council would again elect a Mayor Pro-Tem.

PROJECT SCHEDULE (if applicable): N/A

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: N/A

COMMITTEE/BOARD/COMMISSION ACTION: N/A

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

LIST OF SUPPORTING DOCUMENTS: City Charter - Mayor Pro-Tem provisions

Sec. 3.05. Mayor pro tem.

The city council, at its first meeting after election of councilmembers, shall elect one of its number mayor pro tem, and s/he shall perform all the duties of the mayor in the absence or disability of the mayor.

(Ord. No. 07-59, Exh. B, 11-15-07)

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: November 18, 2025

AGENDA ITEM CAPTION: Consider a request to postpone a PUBLIC HEARING for ZC-25-04 by Spencewood Inc. on behalf of Spencer Gourley for a ZONING CHANGE from AO Agricultural-Open Space District and FH Flood Hazard District to RHD Residential High Density District on 50.07 Acres in W.C. Williams Survey No. 62, Abstract No. 300 and Miles G. Dikes Survey Abstract No. 6 and located at 2100-2500 North Colorado Street (US 183).

ORIGINATING DEPARTMENT AND CONTACT: Development Services - David Fowler

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: The application requests to rezone just over 50 acres located on the east side of US 183 near the intersection with SH 130 from its current mix of AO and FH zoning to RHD residential High Density Zoning. The subject property is part of the area that is under negotiation for a development agreement with Hillwood Development which would potentially create a master planned development of over 1,000 acres within both the city limits and the ETJ. The applicant has requested postponement to better align the timelines of the development agreement approval and the subject zoning change request.

PROJECT SCHEDULE (if applicable): The application was originally submitted August 6, 2025. The item was originally scheduled for public hearings at the August 27th Planning and Zoning Commission and September 16th City Council meetings. The applicant requested a postponement of the public hearing until the January 18, 2026 Planning and Zoning Commission meeting. If City Council grants the postponement, the hearing would be held at the February 18, 206 City Council meeting.

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

FISCAL NOTE (if applicable): None.

PREVIOUS COUNCIL ACTION: The property was annexed on August 17, 1999, at which time it was zoned AO Agricultural-Open Space.

COMMITTEE/BOARD/COMMISSION ACTION: The Planning and Zoning commission postponed the public hearing until October 29, 2025 at its August 27th meeting.

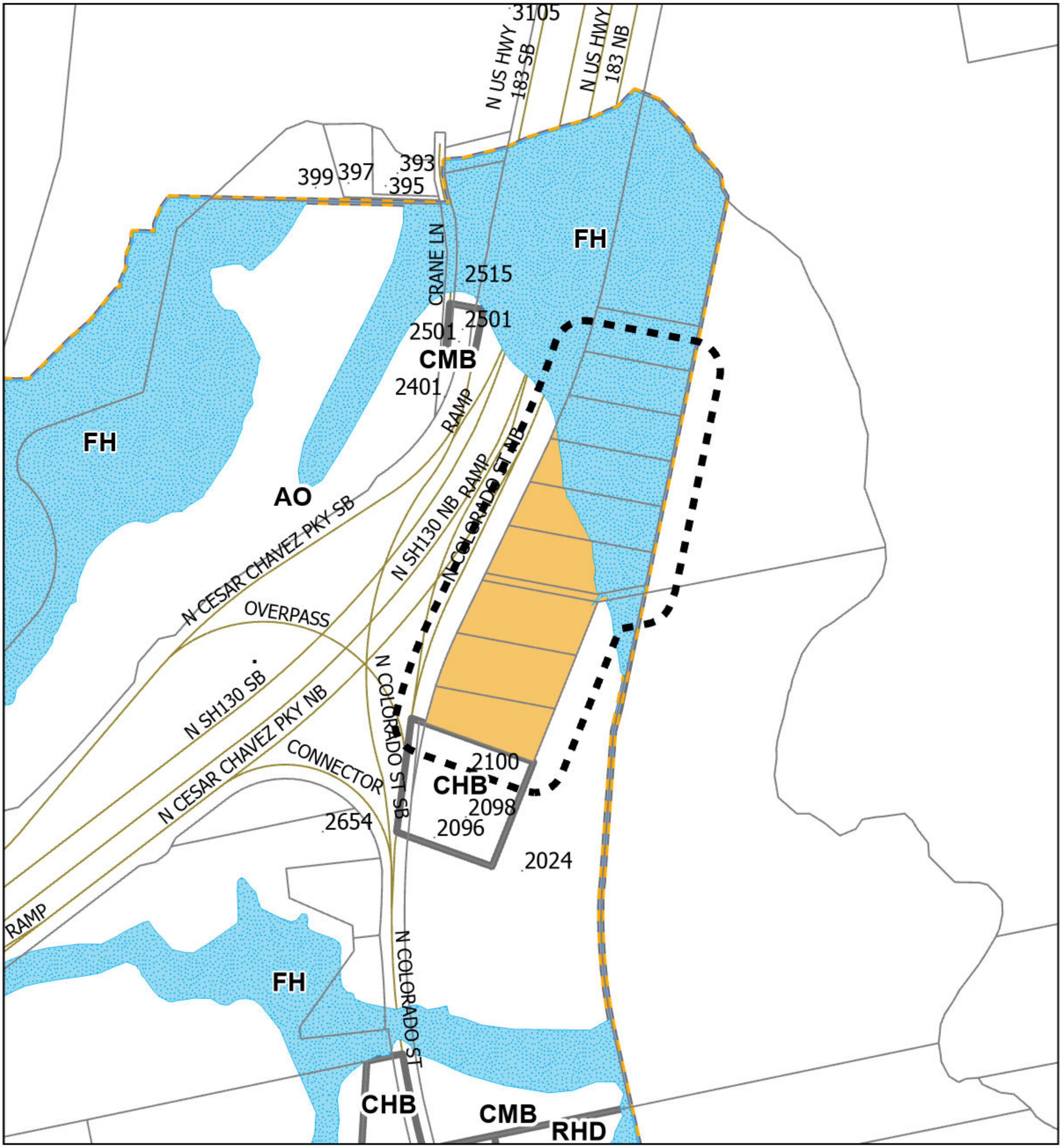
STAFF RECOMMENDATION/REQUESTED MOTION: Postpone public hearing until the

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

November 19, 2025 City Council meeting.

LIST OF SUPPORTING DOCUMENTS: ZC2504 case map, ZC2504 aerial, ZC2504 zoning



ZC-25-04

AO & FH TO RHD

2100-2500 BLK N COLORADO STREET

N

SUBJECT PROPERTY

ZONING BOUNDARY

LOCKHART CITY LIMITS

200 FT BUFFER


ROLLING RIDGE RD
ROLLING HILL LN
ROLLING RIDGE RD
N US HWY 183 NB
RAMP
OVERPASS
N US HWY 183 SB
N SH130 SB
UN-NAMED PRIVATE RD
CRANE LN
RAMP
N COLORADO ST NB
N COLORADO ST SB
OVERPASS
RAMP
CONNECTOR
N SH130 NB
DRY CREEK RD
HIDDEN PATH RD no maint
FM 2001
HIDDEN PATH RD
N CESAR CHAVEZ PKY SB
RAMP
N CESAR CHAVEZ PKY NB
RAMP
TURN AROUND
SILENT VALLEY RD
RAMP
RAMP
HORSESHOE RD
PECOS ST
VETERAN ST
N COLORADO ST
MEADOW LAKE DR
SHOSHONI TRL
TRL
TONKAWA
BOX ST
LOMA ST
RIVER ST
RED
CEDAR ST
VEGA ST
ST
HUNTER ST
ST PECOS
BRADEN
E OLIVE ST
LAREDO ST
Alley
JUAN ST
ST
E NAVARRO DR
E DR
FOURTH
CARVER ST
STUEVE LN
DRY CREEK RD
FM 672
??
0
2,000
4,000 Feet
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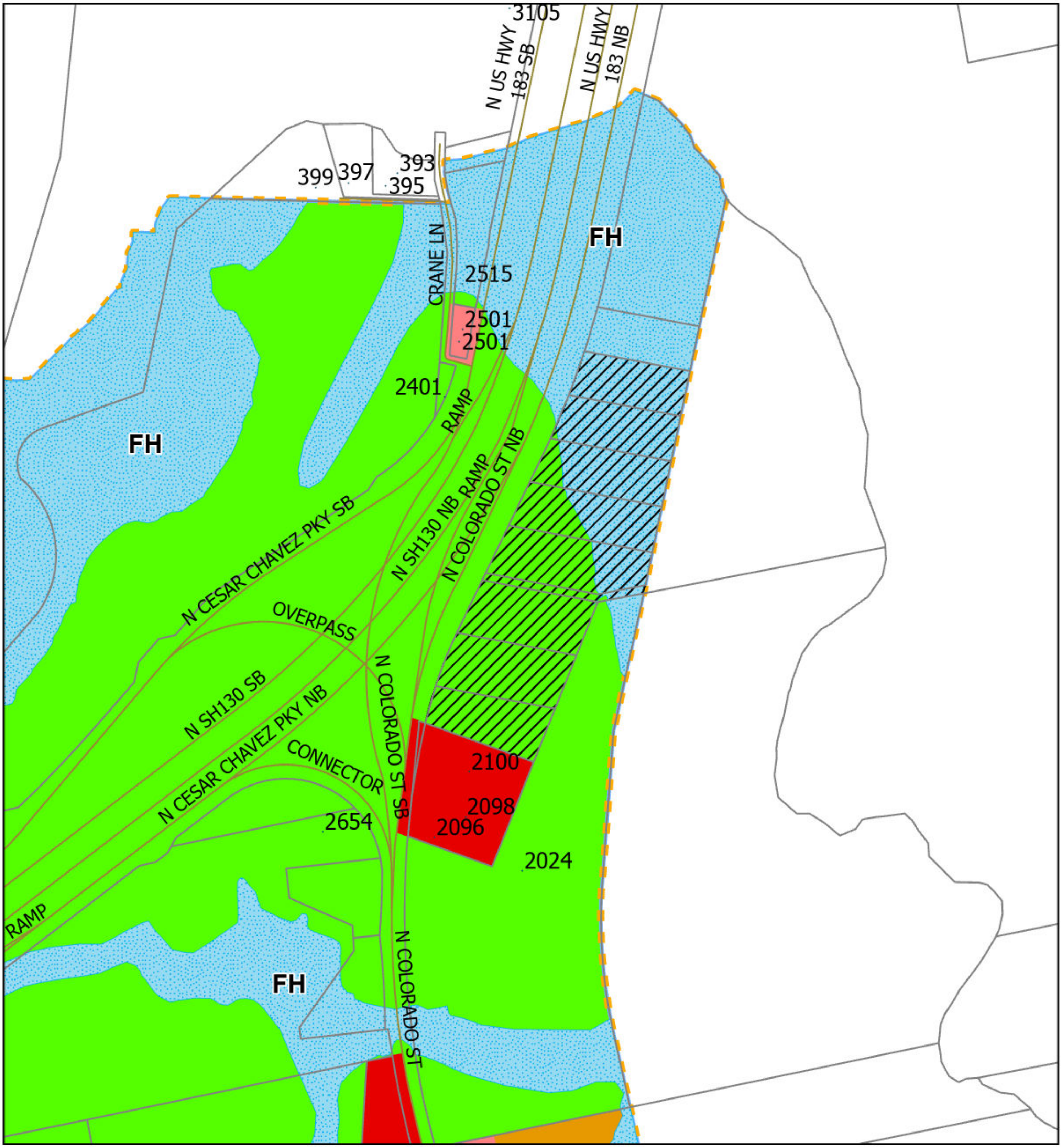


ZC-25-04

AO & FH TO RHD

2100-2500 BLK N COLORADO STREET

ZONING

- **AO**
- **CHB**
- **CMB**
- **RHD**

Scale 1" = 1000'

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: November 18, 2025

AGENDA ITEM CAPTION: Discussion and/or action regarding Resolution 2025-40 to grant Hillwood Communities a 90-day extension of the conditional consent to form the Lockhart Municipal Utility District (MUD) of Caldwell County and the inclusion into said district of 889.3 acres of land, 720.681 acres of which is in the City's ETJ.

ORIGINATING DEPARTMENT AND CONTACT: Development Services - David Fowler

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION: State law requires that a city consent to the inclusion of land in its ETJ in a municipal utility district ("MUD"). At a workshop on January 27, 2025, Hillwood Communities discussed the development of 889.3 acres of land ("Property"), 720.681 acres of which is in City's ETJ ("Property"). Hillwood Communities is in it due diligence period for the purchase of the Property and has asked the City to grant a conditional consent to creation of the Lockhart Municipal Utility District of Caldwell County and the inclusion of the Property into said district. This consent was granted with the passage of Resolution 2025-08 on February 18, 2025. The consent agreement was renewed on August 5, 2025. This first extension is nearing expiration, creating the need for an extension, as the Development Agreement between Hillwood and the City of Lockhart has not yet been approved. The subject agreement is conditioned in part on the ability of Hillwood Communities and the City being able to negotiate and enter into a development agreement and expires in 90 days, and represents the second extension of the original 180-day consent agreement.

PROJECT SCHEDULE (if applicable): N/A

FISCAL NOTE (if applicable): None

PREVIOUS COUNCIL ACTION: City Council approved Resolution 2025-08, granting conditional consent to the creation of the MUD on the subject property.on February 18, 2025, and renewed with Resolution 2025-24 on August 5, 2025.

COMMITTEE/BOARD/COMMISSION ACTION: None

STAFF RECOMMENDATION/REQUESTED MOTION: Approval of Resolution 2025-40, granting a 90-day extension to the conditional consent to create a MUD granted on February 18, 2025 and renewed August 5, 2025.

LIST OF SUPPORTING DOCUMENTS: Hillwood MUD Consent Extension Resolution 2025-40, Resolution 2025-40 Exhibit A, Resolution 2025-40 Exhibit B

CITY OF LOCKHART, TEXAS

RESOLUTION 2025-40

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, GRANTING EXTENSION OF ADDITIONAL 90 DAYS TO NEGOTIATE AND ENTER INTO A DEVELOPMENT AGREEMENT AND PROVIDING THAT THE CITY'S CONDITIONAL CONSENT TO THE CREATION OF THE SPENCEWOOD MUNICIPAL UTILITY DISTRICT OF CALDWELL COUNTY WILL EXPIRE UPON THE PASSAGE OF SUCH ADDITIONAL 90 DAYS.

WHEREAS, pursuant to Resolution No. 2025-08, the City of Lockhart, Texas (the "City"), a home-rule municipality created under the laws of the State of Texas, provided its conditional consent to the creation of the Spencewood Municipal Utility District of Caldwell County, at that time referred to as the Lockhart Municipal Utility District of Caldwell County (the "District") encompassing 889.3 acres ("Land") as more particularly described in Exhibit A, attached hereto and incorporated by reference, approximately 720.681 acres of the Land being situated within the City's extraterritorial jurisdiction and the remainder situated within unincorporated Caldwell County; and

WHEREAS, Hillwood Enterprises, L.P., a Texas limited partnership, has entered into an earnest money contract to purchase an additional 148.5 acres (the "Additional Land") as more particularly described in Exhibit B, attached hereto and incorporated by reference;

WHEREAS, the City's Conditional Consent was conditioned on the City and the owners of the Land negotiating and entering into a development agreement (the "Development Agreement") concerning the Land, pursuant to Section 212.172 of the Texas Local Government Code, to the extent any portion of the District is located within the City's extraterritorial jurisdiction as reflected in Exhibit A; and

WHEREAS, Resolution No. 2025-08 provides for the expiration of the City's conditional consent upon the passage of one-hundred eighty (180) days after February 18, 2025, or August 17, 2025; and

WHEREAS, pursuant to Resolution No. 2025-24, the City granted an extension of an additional 90 days after August 17, 2025, or November 15, 2025, for the City and the owners of any portion of the Land and the Additional Land within the City's extraterritorial jurisdiction to negotiate and enter into a Development Agreement; and

WHEREAS, the City wishes to grant another extension of an additional 90 days after November 15, 2025, for the City and the owners of any portion of the Land and the Additional Land within the City's extraterritorial jurisdiction to negotiate and enter into a Development Agreement.

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

Section 1. All of the above premises are hereby found to be true and correct legislative findings of the City Council of the City of Lockhart (the "City Council"), and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Section 2. The City Council hereby extends for an additional 90 days its conditional support and consent for the creation of a district operating pursuant to Article XVI, Section 59 and Article III, Section 52, Texas Constitution and Chapter 54, Texas Water Code, as amended, to the extent any portion of the District is located within the City's extraterritorial jurisdiction, as shown more fully in Exhibit A, and to the extent that the City and the owners of the Land and the Additional Land within the extraterritorial jurisdiction of the City are able to negotiate and enter into a Development Agreement. The City Council's conditional consent applies to the Land and the Additional Land and expires 90 days after November 15, 2025, or February 13, 2026.

Section 3. The City Manager of the City is hereby authorized to execute any documents necessary to effectuate this Resolution.

Section 4. The City Council further states that it has not relinquished any rights, duties or powers relating to the inclusion of the District within its extraterritorial jurisdiction.

Section 5. The City Council further states that this Resolution is provided subject to and in reliance upon the terms of a Development Agreement, which may be entered into between the City and the landowners within the District. The District shall execute a joinder and become a party to the Development Agreement. The City does not consent to the organization of the District, election, or issuance of bonds from any revenue available to the District until the Development Agreement is executed.

Section 6. The City Council hereby finds and determines that sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted as a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Texas Open Meetings Act, contained in Chapter 551 of the Texas Government Code, as amended, and that this meeting was open to the public and the subject matter of this Resolution and its contents have been discussed, considered and formally acted upon by the City Council. Further, the City Council ratifies, approves and confirms such written notice and the contents and posting thereof, and the foregoing fully complied with all applicable law.

Section 7. If any part of this Resolution, of whatever size, is ever declared invalid or unenforceable for any reason, the remainder of this Resolution shall remain in full force and effect.

Section 8. This Resolution shall be effective from and after its passage by the City Council.

PASSED AND APPROVED by the City Council of the City of Lockhart, Texas, the 18th day of November 2025.

____
Lew White, Mayor

ATTEST:

____
Julie Bowermon, City Secretary

APPROVED AS TO FORM:

____
Brad Bullock, City Attorney

Exhibit A

CITY OF LOCKHART, TEXAS

RESOLUTION NO. 2025-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, GRANTING CONDITIONAL CONSENT TO THE CREATION OF THE LOCKHART MUNICIPAL UTILITY DISTRICT OF CALDWELL COUNTY AND THE INCLUSION OF 889.3 ACRES OF LAND INTO SAID DISTRICT; MAKING FINDINGS RELATED THERETO; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lockhart, Texas (the "City"), a home-rule municipality created under the laws of the State of Texas, received a request for consent from Spencewood, Inc., ("Owner") to the creation of the Lockhart Municipal Utility District of Caldwell County (the "District") encompassing 889.3 acres ("Land") as more particularly described in Exhibit A, attached hereto and incorporated by reference, approximately 720.681 acres of the Land being situated within the City's extraterritorial jurisdiction and the remainder situated within unincorporated Caldwell County; and

WHEREAS, the Land is not situated within the corporate limits or extraterritorial jurisdiction of any other municipality; and

WHEREAS, Section 54.016 of the Texas Water Code provides that land within a city or its extraterritorial jurisdiction may not be included within a municipal utility district without such city's consent; and

WHEREAS, this Resolution is authorized by Section 54.016 of the Texas Water Code, Chapters 49 and 54 of the Texas Water Code, Section 42.042 of the Texas Local Government Code, and all applicable law; and

WHEREAS, the District will be created and organized pursuant to Article XVI, Section 59 and Article III, Section 52, of the Texas Constitution, and Chapters 49 and 54 of the Texas Water Code, as amended; and

WHEREAS, the City wishes to evidence its conditional support and consent for the creation of the District to the extent any portion of the District is located within the City's extraterritorial jurisdiction, as evidenced by Exhibit A, subject to the terms of a Development Agreement to be negotiated between the City and the landowners (the "Development Agreement") and the terms of this Resolution, subject to the expiration thereof upon the passage of one-hundred eighty (180) days,

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

Section 1. All of the above premises are hereby found to be true and correct legislative findings of the City Council of the City of Lockhart (the "City Council"), and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Section 2. The City Council hereby grants its conditional support and consent for the creation of a district operating pursuant to Article XVI, Section 59 and Article III, Section 52, Texas Constitution and Chapter 54, Texas Water Code, as amended, to the extent any portion of the District is located within its extraterritorial jurisdiction as shown more fully in Exhibit A and to the extent that the City and Owner and District are able to negotiate and enter into a Development Agreement, and the City Manager of the City is hereby authorized to execute any documents necessary to effectuate this Resolution. The City Council's conditional consent expires one hundred and eighty (180) days from the date of this Resolution.

Section 3. The City Council further states that it has not relinquished any rights, duties or powers relating to the inclusion of the District within its extraterritorial jurisdiction.

Section 4. The City Council further states that this Resolution is provided subject to and in reliance upon the terms of a Development Agreement, which may be entered into between the City and the landowners within the District. The District shall execute a joinder and become a party to the Development Agreement. The City does not consent to the organization of the District, election, or issuance of bonds from any revenue available to the District until the Development Agreement is executed.

Section 5. The City Council hereby finds and determines that sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted as a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Texas Open Meetings Act, contained in Chapter 551 of the Texas Government Code, as amended, and that this meeting was open to the public and the subject matter of this Resolution and its contents have been discussed, considered and formally acted upon by the City Council. Further, the City Council ratifies, approves and confirms such written notice and the contents and posting thereof, and the foregoing fully complied with all applicable law.

Section 6. If any part of this Resolution, of whatever size, is ever declared invalid or unenforceable for any reason, the remainder of this Resolution shall remain in full force and effect.

Section 7. This Resolution shall be effective from and after its passage by the City Council.

PASSED AND APPROVED by the City Council of the City of Lockhart, Texas the 18th day of February, 2025.

Lew White

Lew White, Mayor

CITY OF LOCKHART TEXAS

ATTEST:

Julie Bowermon

Julie Bowermon, City Secretary

APPROVED AS TO FORM:

Bradford E. Bullock, City Attorney

(Legal Description of Property to be included in the District)

DESCRIPTION OF AN 889.3 ACRE TRACT OF LAND
SITUATED IN THE JAMES M. BAKER SURVEY, ABSTRACT NO. 46
MILES G. DIKES SURVEY NO. 9, ABSTRACT NO. 6
CALDWELL COUNTY, TEXAS

BEING an 889.3 acre tract of land situated in the James M. Baker Survey, Abstract No. 46, and the Miles G. Dikes Survey No. 9, Abstract No. 6 of Caldwell County, Texas, being a portion of a called 691.822 acre tract of land described in an instrument to Spencewood, Inc. described in Volume 194, Page 893, Official Public Records of Caldwell County, Texas (O.P.R.C.C.T.), save and except a called 80.895 acre tract described in an instrument recorded in Volume 538, Page 333, O.P.R.C.C.T., and save and except a called 129.248 acre tract described in an instrument recorded in Volume 552, Page 399, O.P.R.C.C.T.; being all of a called 181.790 acre tract described in an instrument to Spencewood, Inc. recorded in Volume 503, Page 764, O.P.R.C.C.T.; being a portion of a called 57.315 acre tract of land described in an instrument to Spencewood, Inc. recorded in Volume 634, Page 543, O.P.R.C.C.T., save and except a called 0.339 acre tract recorded in Volume 579, Page 97, O.P.R.C.C.T.; said 889.3 acre tract of land described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod found on the East right-of-way line of State Highway 130 a controlled access variable width right-of-way (right-of-way being dedicated in the following documents: Volume 579, Page 39, O.P.R.C.C.T., Volume 579, Page 47, O.P.R.C.C.T., Volume 579, Page 27, O.P.R.C.C.T., Volume 579, Page 55, O.P.R.C.C.T., Volume 579, Page 65, O.P.R.C.C.T., Volume 579, Page 73, O.P.R.C.C.T., Volume 579, Page 81, O.P.R.C.C.T., Volume 579, Page 89, O.P.R.C.C.T., Volume 579, Page 104, O.P.R.C.C.T., Volume 579, Pg. 112, O.P.R.C.C.T., Volume 579, Page 97, O.P.R.C.C.T., Volume 579, Page 120, O.P.R.C.C.T., Volume 579, Page 128, O.P.R.C.C.T., Volume 619, Page 659, O.P.R.C.C.T., Volume 619, Page 661, O.P.R.C.C.T., and Volume 579, Page 136, O.P.R.C.C.T), being the Southwest corner of the remainder of a called 101.25 acre tract of land described in an instrument to Zanty Lynn Champion and wife Doris Bragg Champion recorded in Volume 356, Page 19, Deed Records of Caldwell County, Texas (D.R.C.C.T.) and being the Northwest corner of the remainder of said 691.822 acre tract of land;

THENCE, South 61° 53' 33" East, along and with the North line of said 691.822 acre tract and the South line of said 101.25 acre tract, a distance of 93.52 feet to a 5-inch cedar fence corner post found for an angle point;

THENCE, North 78° 52' 36" East, continuing along and with the North line of said 691.822 acre tract and the South line of said 101.25 acre tract, a distance of 348.06 feet to a 4-inch cedar fence post found for an angle point;

THENCE, North 78° 30' 19" East, continuing along and with the North line of said 691.822 acre tract and the South line of said 101.25 acre tract, a distance of 950.36 feet to a 5/8-inch iron rod with cap stamped "Summit Geomatics, Inc." set in the center of an old tree stump with wire;

THENCE, South 10° 40' 13" East, along and with an East line of said 691.822 acre tract and the West line of a called 70.83 acre tract (Tract II) and a called 70.83 acre tract (Tract I) described in an instrument to Delbert Decker recorded in Volume 435, Page 472, O.P.R.C.C.T., a distance of 2,008.96 feet to a 10-inch cedar fence post found for the Southwest corner of said 70.83 acre tract (Tract I) and being an interior corner of said 691.822 acre tract and the herein described tract;

THENCE, North 78° 21' 12" East, along and with the South line of said 70.83 acre tract (Tract I) and the North line of said 691.822 acre tract, and the North line of said 181.790 acre tract, a distance of 3,275.62 feet to a 3/8-inch iron rod found for the Southeast corner of said Tract I and being the Southwest corner of a called 118.357 acre tract of land described in an instrument to Bridge to One, Inc. recorded in Document No. 2021-009484, O.P.R.C.C.T. and being an angle point on the North line of said 181.790 acre tract;

THENCE, North 78° 03' 03" East, along and with the South line of said 118.357 acre tract and the North line of said 181.790 acre tract, a distance of 1,777.47 feet to a 7-inch cedar fence post found on the occupied West right-of-way line of Dry Creek Road (variable width right-of-way – no deed of record found) and being the occupied Northeast corner of said 181.790 acre tract, and an angle point on the South line of said 118.357 acre tract;

THENCE, along and with the East and South lines of said 181.790 acre tract same being the occupied West and North right-of-way lines of said Dry Creek Road, the following eight (8) bearings and distances:

1) South 36° 03' 44" East, a distance of 20.64 feet to a 5/8-inch iron rod with cap stamped "Summit Geomatics, Inc." set for an angle point;
2) South 11° 35' 37" East, a distance of 593.70 feet to a 5/8-inch iron rod with cap stamped "Summit Geomatics, Inc." set for an angle point;
3) South 12° 13' 42" East, a distance of 721.17 feet to a 5/8-inch iron rod with cap stamped "Summit Geomatics, Inc." set for an angle point;
4) South 11° 31' 51" East, a distance of 1,285.35 feet to an 8-inch cedar fence corner post found for corner;
5) South 00° 48' 15" East, a distance of 159.84 feet to a 6-inch cedar fence corner post found for corner;
6) South 39° 04' 45" West, a distance of 71.90 feet to an 8-inch cedar fence corner post found for corner;
7) South 78° 27' 46" West, a distance of 772.29 feet to a 6-inch cedar fence corner post found for corner;
8) South 79° 38' 55" West, a distance of 784.15 feet to a 7-inch cedar fence corner post found for the most Easterly Northeast corner of said 691.822 acre tract;

THENCE, along and with the East lines of said 691.822 acre tract same being the occupied West right-of-way line of said Dry Creek Road, the following seven (7) bearings and distances:

1) South 10° 03' 46" West, a distance of 75.84 feet to a 37-inch live oak tree;
2) South 13° 04' 38" East, a distance of 86.31 feet to a 7-inch cedar fence corner post;
3) South 26° 28' 01" East, a distance of 83.48 feet to an 8-inch cedar fence corner post;
4) South 21° 18' 42" East, a distance of 512.98 feet to a 5/8-inch iron rod with cap stamped "Summit Geomatics, Inc." set for an angle point;
5) South 21° 10' 59" East, a distance of 911.78 feet to a 5/8-inch iron rod with cap stamped "Summit Geomatics, Inc." set for an angle point;
6) South 25° 11' 46" East, a distance of 622.32 feet to a 5/8-inch iron rod with cap stamped "Summit Geomatics, Inc." set for an angle point;

7) South 21° 52' 46" East, a distance of 608.22 feet to a 3-inch metal fence post found for the occupied Southeast corner of said 691.822 acre tract and the occupied Northeast corner of a called 100 acre tract of land described as Second Tract in an instrument to Barbara Lou Segler et al recorded in Volume 364, Page 54 of the D.R.C.C.T.;

THENCE, along and with the common line of said 100 acre tract and said 691.822 acre tract, the following four (4) bearings and distances:

1) South 78° 19' 35" West, a distance of 1,848.63 feet to a 7-inch cedar fence post found for an angle point;
2) South 78° 18' 17" West, a distance of 1,280.10 feet to a 4-inch metal fence post found for an angle point;
3) South 78° 45' 38" West, a distance of 806.01 feet to a t-post found for an angle point;
4) South 77° 54' 58" West, a distance of 885.98 feet to a calculated point in the approximate centerline of Plum Creek and being the East line of a called 204.145 acre tract of land described in an instrument to La Familia Partnership, LTD., recorded in Volume 228, Page 493, O.P.R.C.C.T., and being further described in Volume 416, Page 694, D.R.C.C.T., and being the common Westerly corner of said 100 acre tract and said 691.822 acre tract and marking the most Southerly Southwest corner of the herein described tract;

THENCE, along and with the approximate centerline of Plum Creek, same being the East line of said 204.145 acre tract and the West line of said 691.822 acre tract, the following forty-one (41) bearings and distances:

1) North 23° 24' 09" East, a distance of 57.35 feet to a calculated point for corner;
2) North 11° 15' 07" East, a distance of 99.02 feet to a calculated point for corner;
3) North 03° 03' 49" West, a distance of 83.76 feet to a calculated point for corner;
4) North 40° 07' 18" West, a distance of 54.71 feet to a calculated point for corner;
5) North 43° 48' 44" West, a distance of 86.61 feet to a calculated point for corner;
6) North 76° 38' 06" West, a distance of 59.52 feet to a calculated point for corner;
7) North 89° 34' 23" West, a distance of 159.53 feet to a calculated point for corner;
8) North 45° 43' 00" West, a distance of 237.39 feet to a calculated point for corner;
9) North 04° 50' 50" West, a distance of 88.11 feet to a calculated point for corner;
10) North 38° 24' 49" West, a distance of 112.95 feet to a calculated point for corner;
11) North 31° 03' 49" West, a distance of 66.09 feet to a calculated point for corner;
12) North 48° 41' 53" West, a distance of 69.74 feet to a calculated point for corner;
13) South 81° 32' 05" West, a distance of 138.88 feet to a calculated point for corner;
14) South 84° 47' 07" West, a distance of 45.19 feet to a calculated point for corner;
15) South 80° 12' 18" West, a distance of 76.04 feet to a calculated point for corner;
16) South 75° 16' 21" West, a distance of 22.49 feet to a calculated point for corner;
17) South 33° 29' 16" West, a distance of 72.95 feet to a calculated point for corner;
18) South 66° 38' 23" West, a distance of 113.82 feet to a calculated point for corner;
19) North 52° 12' 37" West, a distance of 29.22 feet to a calculated point for corner;
20) North 51° 00' 35" West, a distance of 100.62 feet to a calculated point for corner;
21) North 58° 43' 21" West, a distance of 115.68 feet to a calculated point for corner;
22) South 89° 41' 28" West, a distance of 84.87 feet to a calculated point for corner;
23) North 49° 34' 03" West, a distance of 161.32 feet to a calculated point for corner;
24) North 10° 20' 55" West, a distance of 146.23 feet to a calculated point for corner;
25) North 06° 40' 43" East, a distance of 113.07 feet to a calculated point for corner;

26) North 02° 26' 01" West, a distance of 62.69 feet to a calculated point for corner;
27) North 06° 30' 09" East, a distance of 51.12 feet to a calculated point for corner;
28) North 12° 55' 26" East, a distance of 70.10 feet to a calculated point for corner;
29) North 15° 21' 21" East, a distance of 97.97 feet to a calculated point for corner;
30) North 10° 31' 47" East, a distance of 155.22 feet to a calculated point for corner;
31) North 24° 32' 11" East, a distance of 33.50 feet to a calculated point for corner;
32) North 11° 05' 46" East, a distance of 56.86 feet to a calculated point for corner;
33) North 19° 37' 09" East, a distance of 179.53 feet to a calculated point for corner;
34) North 33° 57' 25" East, a distance of 116.26 feet to a calculated point for corner;
35) North 42° 05' 09" East, a distance of 86.94 feet to a calculated point for corner;
36) North 59° 43' 10" East, a distance of 77.48 feet to a calculated point for corner;
37) North 52° 59' 09" East, a distance of 217.90 feet to a calculated point for corner;
38) North 54° 38' 09" East, a distance of 79.74 feet to a calculated point for corner;
39) North 34° 30' 50" East, a distance of 166.27 feet to a calculated point for corner;
40) North 11° 33' 43" East, a distance of 112.67 feet to a calculated point for corner;
41) North 04° 11' 35" West, a distance of 78.81 feet to a calculated point for the Northeast corner of said 204.145 acre tract and being the Southeast corner of said 57.315 acre tract;

THENCE, South 78° 34' 00" West, along and with the occupied South line of said 57.315 acre tract and being the occupied North line of said 204.145 acre tract, a distance of 1,616.84 feet to a calculated point for corner;

THENCE, North 11° 27' 55" East, over and across said 57.315 acre tract, a distance of 55.71 feet to a 1/2-inch iron rod with cap stamped "Hinkle Surveying" found for the monumented Southeast corner of a called 9.988 acre tract of land described in an instrument to Spencewood, Inc. recorded in Volume 634, Page 601, O.P.R.C.C.T.;

THENCE, North 11° 09' 57" East, along and with the West line of said 57.315 acre tract same being the East line of said 9.998 acre tract, the East line of a called 9.484 acre tract described in an instrument to Spencewood, Inc. recorded in Volume 634, Page 551, O.P.R.C.C.T., the East line of a called 9.391 acre tract described in an instrument to Spencewood, Inc. recorded in Volume 634, Page 558, O.P.R.C.C.T., the East line of a called 9.329 acre tract described in an instrument to Spencewood, Inc. recorded in Volume 634, Page 565, O.P.R.C.C.T., the East line of a called 9.304 acre tract described in an instrument to Spencewood, Inc. recorded in Volume 634, Page 572, O.P.R.C.C.T., the East line of a called 9.198 acre tract described in an instrument to Spencewood, Inc. recorded in Volume 634, Page 536, O.P.R.C.C.T., and the East line of a called 36.934 acre tract described in an instrument to Spencewood, Inc. recorded in Volume 634, Page 528, O.P.R.C.C.T., at a distance of 2,444.22 feet passing a 1/2-inch iron rod (bent) and continuing for a total distance of 2,591.70 feet to a calculated point in the approximate centerline of Plum Creek and being the Northeast corner of said 36.934 acre tract;

THENCE, along and with the North line of said 36.934 acre tract, the following eight (8) bearings and distances:

1) North 31° 24' 31" West, a distance of 61.66 feet to a calculated point for corner;
2) North 08° 56' 21" West, a distance of 84.16 feet to a calculated point for corner;
3) North 40° 23' 15" West, a distance of 114.49 feet to a calculated point for corner;
4) North 43° 38' 39" West, a distance of 134.69 feet to a calculated point for corner;
5) North 19° 31' 20" West, a distance of 80.43 feet to a calculated point for corner;
6) North 37° 11' 55" West, a distance of 100.98 feet to a calculated point for corner;

7) North 45° 50' 12" West, a distance of 211.91 feet to a calculated point for corner;
8) North 68° 14' 45" West, a distance of 106.56 feet to a 60D nail found on the East right-of-way line of said S.H. 130;

THENCE, North 11° 10' 57" East, along and with the East right-of-way line of said S.H. 130, a distance of 1,552.24 feet to a TxDOT Type II brass disc monument marking the beginning of a curve to the right;

THENCE, continuing along and with the East right-of-way line of said S.H. 130 and along said curve to the right through an angle of 02° 17' 59", having a radius of 12,000.00 feet, an arc length of 481.63 feet and whose long chord bears North 12° 19' 56" East, a distance of 481.60 feet to the **POINT OF BEGINNING** and containing 889.3 acres of land.

Notes:

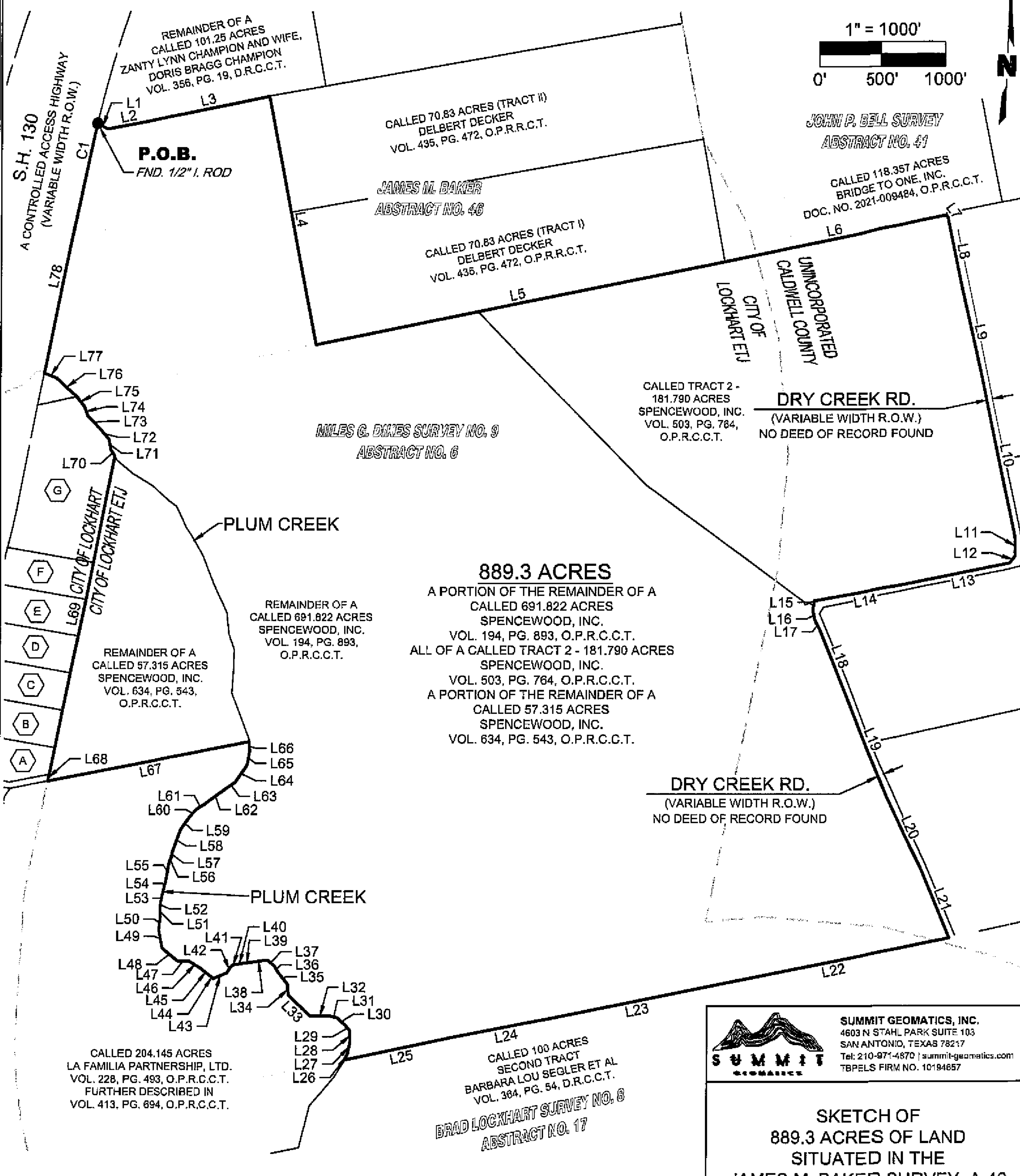
1) Bearing orientation is based upon the Texas Coordinate System, South Central Zone 4204, North American Datum of 1983 (NAD 83), 2011 Adjustment, Epoch 2010.00. Distances shown hereon are in Surface. To convert distances to Divide by the Surface Adjustment Factor of 1.00013.

2) This M&B description was prepared in conjunction with a survey sketch of even date.

Robert A. Harper, RPLS No. 6582
Summit Geomatics, Inc.
4603 N Stahl Park Suite 103
San Antonio, Texas 78217
TBPELS Firm No. 10194657

STATE OF TEXAS
REGISTERED
ROBERT A. HARPER
6582
PROFESSIONAL
LAND SURVEYOR

SKETCH TO ACCOMPANY M&B DESCRIPTION



SUMMIT GEOMATICS, INC.
4603 N STAHL PARK SUITE 103
SAN ANTONIO, TEXAS 78217
Tel: 210-971-4870 | summit-geomatics.com
TBPELS FIRM NO. 10194657

SKETCH OF
889.3 ACRES OF LAND
SITUATED IN THE
JAMES M. BAKER SURVEY, A-46
MILES G. DIKES SURVEY NO. 9, A-6
CALDWELL COUNTY, TEXAS

SCALE:	JOB NO.:	DATE:	SHEET:
1"=1,000'	24.0329	02/06/2025	1 OF 2

GENERAL NOTES:

1. BEARING ORIENTATION IS BASED UPON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE 4204, NORTH AMERICAN DATUM OF 1983 (NAD 83), 2011 ADJUSTMENT, EPOCH 2010.00. MEASUREMENTS ARE IN U.S. SURVEY FEET. DISTANCES AND COORDINATES SHOWN HEREON ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY USING THE COMBINED ADJUSTMENT FACTOR OF 1.00013.
2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.

X:\03_Summit_Projects\2024-Projects\24.0329_GrayEngineering_SpencewoodSvy_Lockhart\03_Finals\01_CAD\Spencewood-LockhartOutsideCL1(S).dwg, 2/06/2025 2:52 PM, slujan

SKETCH TO ACCOMPANY M&B DESCRIPTION

LEGEND

DOC.	DOCUMENT
FND.	FOUND
I.	IRON
NO.	NUMBER
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS
PG.	PAGE
P.O.B.	POINT OF BEGINNING
VOL.	VOLUME

LINE TABLE

NO.	BEARING	DISTANCE
L1	S 61°53'33" E	93.52'
L2	N 78°52'36" E	348.06'
L3	N 78°30'19" E	950.36'
L4	S 10°40'13" E	2,008.96'
L5	N 78°21'12" E	3,275.62'
L6	N 78°03'03" E	1,777.47'
L7	S 36°03'44" E	20.64'
L8	S 11°35'37" E	593.70'
L9	S 12°13'42" E	721.17'
L10	S 11°31'51" E	1,285.35'
L11	S 00°48'15" E	159.84'
L12	S 39°04'45" W	71.90'
L13	S 78°27'46" W	772.29'
L14	S 79°38'55" W	784.15'
L15	S 10°03'46" W	75.84'
L16	S 13°04'38" E	86.31'
L17	S 26°28'01" E	83.48'
L18	S 21°18'42" E	512.98'
L19	S 21°10'59" E	911.78'
L20	S 25°11'46" E	622.32'
L21	S 21°52'46" E	608.22'
L22	S 78°19'35" W	1,848.63'
L23	S 78°18'17" W	1,280.10'
L24	S 78°45'38" W	806.01'
L25	S 77°54'58" W	885.98'
L26	N 23°24'09" E	57.35'
L27	N 11°15'07" E	99.02'
L28	N 03°03'49" W	83.76'
L29	N 40°07'18" W	54.71'
L30	N 43°48'44" W	86.61'
L31	N 76°38'06" W	59.52'
L32	N 89°34'23" W	159.53'
L33	N 45°43'00" W	237.39'
L34	N 04°50'50" W	88.11'
L35	N 38°24'49" W	112.95'
L36	N 31°03'49" W	66.09'
L37	N 48°41'53" W	69.74'
L38	S 81°32'05" W	138.88'
L39	S 84°47'07" W	45.19'

LINE TABLE

NO.	BEARING	DISTANCE
L40	S 80°12'18" W	76.04'
L41	S 75°16'21" W	22.49'
L42	S 33°29'16" W	72.95'
L43	S 66°38'23" W	113.82'
L44	N 52°12'37" W	29.22'
L45	N 51°00'35" W	100.62'
L46	N 58°43'21" W	115.68'
L47	S 89°41'28" W	84.87'
L48	N 49°34'03" W	161.32'
L49	N 10°20'55" W	146.23'
L50	N 06°40'43" E	113.07'
L51	N 02°26'01" W	62.69'
L52	N 06°30'09" E	51.12'
L53	N 12°55'26" E	70.10'
L54	N 15°21'21" E	97.97'
L55	N 10°31'47" E	155.22'
L56	N 24°32'11" E	33.50'
L57	N 11°05'46" E	56.86'
L58	N 19°37'09" E	179.53'
L59	N 33°57'25" E	116.26'
L60	N 42°05'09" E	86.94'
L61	N 59°43'10" E	77.48'
L62	N 52°59'09" E	217.90'
L63	N 54°38'09" E	79.74'
L64	N 34°30'50" E	166.27'
L65	N 11°33'43" E	112.67'
L66	N 04°11'35" W	78.81'
L67	S 78°34'00" W	1,616.84'
L68	N 11°27'55" E	55.71'
L69	N 11°09'57" E	2,591.70'
L70	N 31°24'31" W	61.66'
L71	N 08°56'21" W	84.16'
L72	N 40°23'15" W	114.49'
L73	N 43°38'39" W	134.69'
L74	N 19°31'20" W	80.43'
L75	N 37°11'55" W	100.98'
L76	N 45°50'12" W	211.91'
L77	N 68°14'45" W	106.56'
L78	N 11°10'57" E	1,552.24'

A — REMAINDER OF A CALLED 9.988 ACRES SPENCEWOOD, INC. VOL. 634, PG. 601, O.P.R.C.C.T.

B — REMAINDER OF A CALLED 9.484 ACRES SPENCEWOOD, INC. VOL. 634, PG. 551, O.P.R.C.C.T.

C — REMAINDER OF A CALLED 9.391 ACRES SPENCEWOOD, INC. VOL. 634, PG. 558, O.P.R.C.C.T.

D — REMAINDER OF A CALLED 9.329 ACRES SPENCEWOOD, INC. VOL. 634, PG. 565, O.P.R.C.C.T.

E — REMAINDER OF A CALLED 9.304 ACRES SPENCEWOOD, INC. VOL. 634, PG. 572, O.P.R.C.C.T.

F — REMAINDER OF A CALLED 9.198 ACRES SPENCEWOOD, INC. VOL. 634, PG. 536, O.P.R.C.C.T.

G — REMAINDER OF A CALLED 36.934 ACRES SPENCEWOOD, INC. VOL. 634, PG. 528, O.P.R.C.C.T.

CURVE TABLE

NO.	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	481.63'	12,000.00'	2°17'59"	N 12°19'56" E	481.60'

SUMMIT
GEOMATICS
SUMMIT GEOMATICS, INC.
4603 N STAHL PARK SUITE 103
SAN ANTONIO, TEXAS 78217
Tel: 210-971-4870 | summit-geomatics.com
TBPELS FIRM NO. 10194657

SKETCH OF
889.3 ACRES OF LAND
SITUATED IN THE
JAMES M. BAKER SURVEY, A-46
MILES G. DIKES SURVEY NO. 9, A-6
CALDWELL COUNTY, TEXAS

SCALE:	JOB NO.:	DATE:	SHEET:
1"=1,000'	24.0329	02/06/2025	2 OF 2

X:\03_Summit_Projects\2024-Projects\24.0329_GrayEngineering_SpencewoodSvy_Lockhart\03_Finals\01_CAD\Spencewood-LockhartOutsideCL1(S).dwg, 2/06/2025 2:52 PM, slujan

Exhibit B

DESCRIPTION OF A 148.5 ACRE TRACT OF LAND
SITUATED IN THE JAMES M. BAKER SURVEY, ABSTRACT NO. 46
CALDWELL COUNTY, TEXAS

BEING a 148.5 acre tract of land situated in the James M. Baker Survey, Abstract No. 46 of Caldwell County, Texas, being all of a called 70.83 acre tract of land described as Tract I and all of a called 70.83 acre tract of land described as Tract II recorded in Volume 435, Page 472, of the Official Public Records of Caldwell County, Texas (O.P.R.C.C.T.); said 148.5 acre tract of land described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron rod found on the East right-of-way line of State Highway 130 a controlled access variable width right-of-way (right-of-way being dedicated in the following documents: Volume 553, Page 255, O.P.R.C.C.T., Volume 579, Page 39, O.P.R.C.C.T., Volume 579, Page 47, O.P.R.C.C.T., Volume 579, Page 27, O.P.R.C.C.T., Volume 579, Page 55, O.P.R.C.C.T., Volume 579, Page 65, O.P.R.C.C.T., Volume 579, Page 73, O.P.R.C.C.T., Volume 579, Page 81, O.P.R.C.C.T., Volume 579, Page 89, O.P.R.C.C.T., Volume 579, Page 104, O.P.R.C.C.T., Volume 579, Pg. 112, O.P.R.C.C.T., Volume 579, Page 97, O.P.R.C.C.T., Volume 579, Page 120, O.P.R.C.C.T., Volume 579, Page 128, O.P.R.C.C.T., Volume 619, Page 659, O.P.R.C.C.T., Volume 619, Page 661, O.P.R.C.C.T., and Volume 579, Page 136, O.P.R.C.C.T), being the Southwest corner of the remainder of a called 101-1/4 acre tract of land described in an instrument to Zanty Lynn Champion and wife Doris Bragg Champion recorded in Volume 356, Page 19, Deed Records of Caldwell County, Texas (D.R.C.C.T.) and being the Northwest corner of a called 691.822 acre tract of land described in an instrument recorded to Spencewood, Inc. recorded in Volume 194, Page 893, O.P.R.C.C.T.;

THENCE, South 61° 53' 33" East, along and with the North line of said 691.822 acre tract and the South line of said 101-1/4 acre tract, a distance of 93.52 feet to a 5-inch cedar fence corner post found for an angle point;

THENCE, North 78° 52' 36" East, continuing along and with the North line of said 691.822 acre tract and the South line of said 101-1/4 acre tract, a distance of 348.06 feet to a 4-inch cedar fence post found for an angle point;

THENCE, North 78° 30' 19" East, continuing along and with the North line of said 691.822 acre tract and the South line of said 101-1/4 acre tract, a distance of 950.36 feet to a 5/8-inch iron rod with cap stamped "Summit Geomatics, Inc." found in the center of an old tree stump with wire for the Northwest corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, North 79° 42' 13" East, along and with the North line of said 70.83 acre Tract II same being the South line of said 101-1/4 acre tract, and the South line of a called 78.962 acre tract of land described in an instrument to David L. Pittman recorded in Volume 35, Page 339, D.R.C.C.T., a distance of 3,290.86 feet to a 3/8-inch iron rod found on the West line of a called 118.357 acre tract of land described in an instrument to Bridge to One, Inc. recorded in Document No. 2021-009484, O.P.R.C.C.T., for the Southeast corner of said 78.962 acre tract, marking the Northeast corner of the herein described tract;

THENCE, South 10° 12' 23" East, along and with the West line of said 118.357 acre tract same being the East lines of said 70.83 acre Tracts I and II, a distance of 1,931.74 feet to a 3/8-inch iron rod found on the North line of a called 181.790 acre tract of land described as Tract 2 in an instrument to Spencewood Inc., recorded in Volume 503, Page 764, O.P.R.C.C.T., and marking the Southeast corner of said 70.83 acre Tract I and the herein described tract;

THENCE, South 78° 21' 12" West, along and with the South line of said 70.83 acre Tract I same being the North lines of said 181.790 acre tract and said 691.822 acre tract, a distance of 3,275.62 feet to a 10-inch Cedar Post found marking the Southwest corner of said 70.83 acre Tract I and the herein described tract;

THENCE, North 10° 40' 13" West, along and with an East line of said 691.822 acre tract and the West lines of said 70.83 acre Tracts I and II, a distance of 2,008.96 feet to **POINT OF BEGINNING** and containing 148.5 acres of land.

Notes:

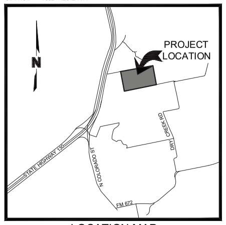
1) Bearing orientation is based upon the Texas Coordinate System, South Central Zone 4204, North American Datum of 1983 (NAD 83), 2011 Adjustment, Epoch 2010.00. Distances shown hereon are in Surface. To convert distances to Divide by the Surface Adjustment Factor of 1.00013.

2) This M&B description was prepared in conjunction with a survey of even date.

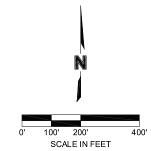
____

Robert A. Harper, RPLS No. 6582
Summit Geomatics, Inc.
4603 N Stahl Park Suite 103
San Antonio, Texas 78217
TBPELS Firm No. 10194657

INSURED: HILLWOOD ENTERPRISES, L.P., A TEXAS LIMITED PARTNERSHIP
G.F. NO.: 1002-412842-RTT

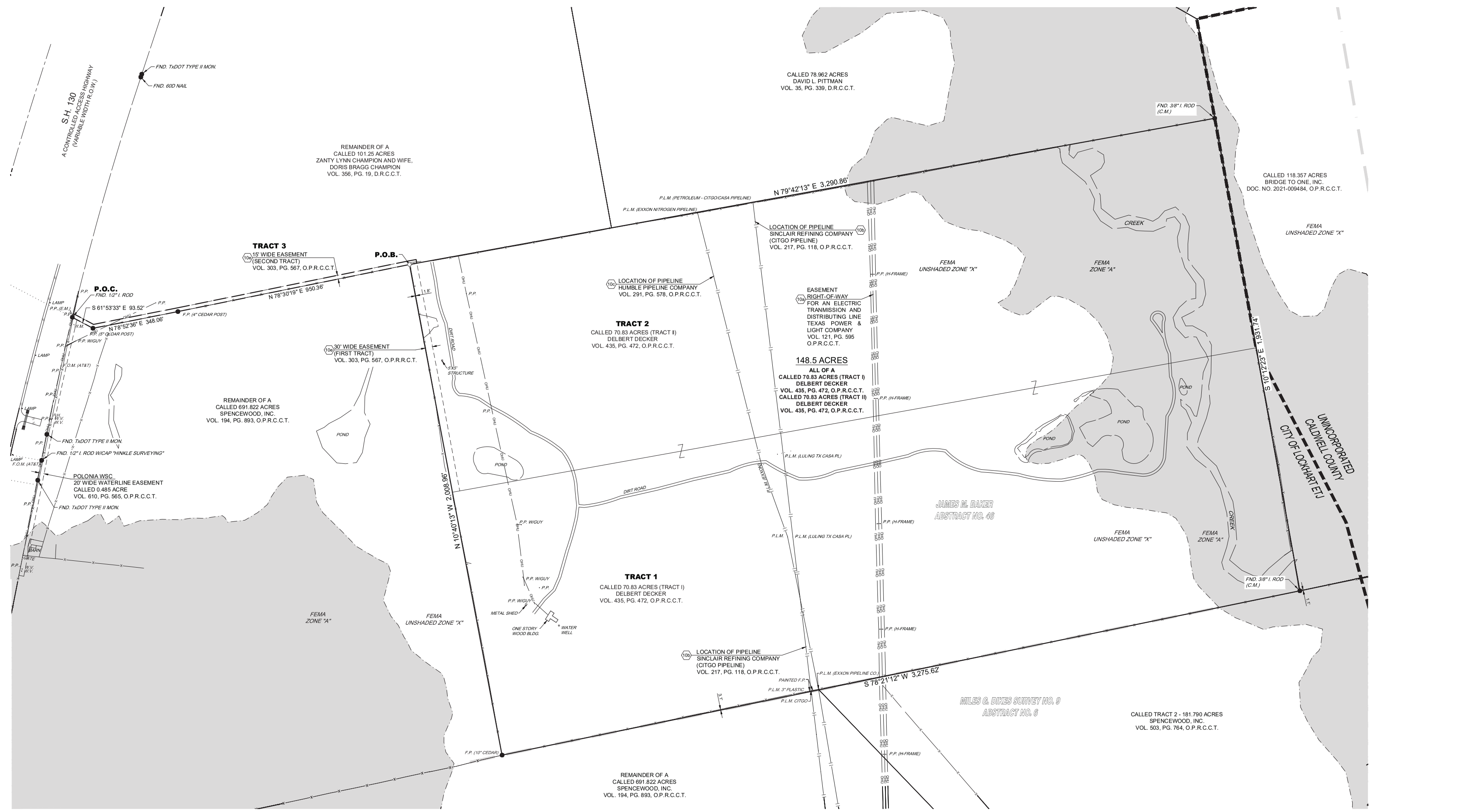


LOCATION MAP
NOT TO SCALE



LEGEND

C.M.	CONTROLLING MONUMENT	R.C.P.	REINFORCED CONCRETE PIPE
C.M.P.	CORRUGATED METAL PIPE	R.O.W.	RIGHT-OF-WAY
C.O.	CLEAN OUT	R.P.	REFLECTOR POST
CONC.	CONCRETE	TEL.	TELEPHONE
D.E.	DRAINAGE EASEMENT	U.C.B.	UNDERGROUND CABLE/COMMUNICATION BOX
D.R.C.C.T.	DEED RECORDS OF CALDWELL COUNTY, TEXAS	U.E.	UTILITY EASEMENT
DOC.	DOCUMENT	U.E.B.	UNDERGROUND ELECTRIC BOX
E.C.R.	ELECTRIC CONDUIT RISER	VOL.	VOLUME
ELEC.	ELECTRIC	TEL. PED.	TELEPHONE PEDESTAL
ESMT.	EASEMENT	TRANS.	TRANSFORMER
F.H.	FIRE HYDRANT	W.M.	WATER METER
F.O.M.	FIBER OPTIC METER	W.V.	WATER VALVE
FND.	FOUND	△	CALCULATED POINT
F.P.	FENCE POST	←	GUY
I.	IRON	●	FOUND 1/2-INCH I.ROD (UNLESS OTHERWISE NOTED)
MON.	MONUMENT		POWER POLE
M.P.R.C.C.T.	MAP AND PLAT RECORDS OF CALDWELL COUNTY, TEXAS	○	SET 5/8-INCH I.ROD W/CAP STAMPED "SUMMIT GEOMATICS, INC"
NO.	NUMBER		BARBED WIRE FENCE
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS		CHAIN LINK FENCE
PED.	PEDESTAL	OHU	OVERHEAD UTILITY LINE
PG.	PAGE		EDGE OF ASPHALT
PLM.	PIPELINE MARKER		TxDOT R.O.W. - ACCESS DENIAL
P.O.B.	POINT OF BEGINNING		ABSTRACT LINE
P.P.	POWER POLE		CITY OF LOCKHART ETJ LINE
			FEMA FLOOD LINE



TITLE COMMITMENT NOTES:

10a. Easement granted by August Schuenemann to Texas Power & Light Company, recorded in Volume 121, Page 595, Deed Records, Caldwell County, Texas. **(Shown Hereon)**

10b. Easement granted by Adolf Seeliger and wife, Martha Seeliger, to Sinclair Refining Company, recorded in Volume 217, Page 118, Deed Records, Caldwell County, Texas. **(Shown Hereon)**

10c. Easement granted by Hilmer A. Seeliger to Humble Pipe Line Company, recorded in Volume 291, Page 578, Deed Records, Caldwell County, Texas. **(Shown Hereon)**

10d. Easement granted by Hilmer A. Seeliger and wife, Jewell Seeliger, to Plum Creek Conservation District of Lockhart, Texas, recorded in Volume 298, Page 210, Deed Records, Caldwell County, Texas. **(This easement is for floodwater retarding structure No. 22, which does not appear to have been constructed - No description for the easement - likely reverted back to Grantor due to no construction)**

10e. Easement granted by Jewell Seeliger, Alvina Bragg, and Lena Jackson to The Veterans' Land Board of the State of Texas, recorded in Volume 303, Page 567, Deed Records, Caldwell County, Texas. **(Shown Hereon)**

10f. Easement granted by Fane and Alvina Bragg to Delbert Decker recorded in Volume 322, Page 227, Deed Records, Caldwell County, Texas. **(This easement is a part of our subject tract - No description for the easement, Terrace outlet easement)**

10g. Easement granted by Delbert Decker to Plum Creek Conservation District of Lockhart, Texas, recorded in Volume 365, Page 79, Deed Records, Caldwell County, Texas. **(This easement is for floodwater retarding structure No. 22, which does not appear to have been constructed - No description for the easement - likely reverted back to Grantor due to no construction)**

10h. Easement granted Veteran's Land Board of Texas and Delbert Decker by to Plum Creek Conservation District of Lockhart, Texas, recorded in Volume 365, Page 393, Deed Records, Caldwell County, Texas. **This easement is for floodwater retarding structure No. 22, which does not appear to have been constructed - No description for the easement - likely reverted back to Grantor due to no construction)**

10i. Terms, Conditions, and Stipulations contained in the Easement and Right of Way Agreement, recorded in Volume 220, Page 838, Official Public Records, Caldwell County, Texas. **(This is a Blanket Easement-No description provided)**

10j. -10q. **(Not survey related)**

DESCRIPTION OF A 148.5 ACRE TRACT OF LAND
SITUATED IN THE JAMES M. BAKER SURVEY, ABSTRACT NO. 46
CALDWELL COUNTY, TEXAS

BEING a 148.5 acre tract of land situated in the James M. Baker Survey, Abstract No. 46 of Caldwell County, Texas, being all of a called 70.83 acre tract of land described as Tract I and all of a called 70.83 acre tract of land described as Tract II recorded in Volume 435, Page 472, of the Official Public Records of Caldwell County, Texas (O.P.R.C.C.T.); said 148.5 acre tract of land described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron rod found on the East right-of-way line of State Highway 130 a controlled access variable width right-of-way (right-of-way being dedicated in the following documents: Volume 579, Page 39, O.P.R.C.C.T., Volume 579, Page 47, O.P.R.C.C.T., Volume 579, Page 27, O.P.R.C.C.T., Volume 579, Page 55, O.P.R.C.C.T., Volume 579, Page 65, O.P.R.C.C.T., Volume 579, Page 73, O.P.R.C.C.T., Volume 579, Page 81, O.P.R.C.C.T., Volume 579, Page 89, O.P.R.C.C.T., Volume 579, Page 104, O.P.R.C.C.T., Volume 579, Pg. 112, O.P.R.C.C.T., Volume 579, Page 97, O.P.R.C.C.T., Volume 579, Page 120, O.P.R.C.C.T., Volume 579, Page 128, O.P.R.C.C.T., Volume 619, Page 659, O.P.R.C.C.T., Volume 619, Page 661, O.P.R.C.C.T., and Volume 579, Page 136, O.P.R.C.C.T), being the Southwest corner of the remainder of a called 101.25 acre tract of land described in an instrument to Zanty Lynn Champion and wife Doris Bragg Champion recorded in Volume 356, Page 19, Deed Records of Caldwell County, Texas (D.R.C.C.T.) and being the Northwest corner of a called 691.822 acre tract of land described in an instrument recorded to Spencewood, Inc. recorded in Volume 194, Page 893, O.P.R.C.C.T.;

THENCE, South 61° 53' 33" East, along and with the North line of said 691.822 acre tract and the South line of said 101.25 acre tract, a distance of 93.52 feet to a 5-inch cedar fence corner post found for an angle point;

THENCE, North 78° 52' 36" East, continuing along and with the North line of said 691.822 acre tract and the South line of said 101.25 acre tract, a distance of 348.06 feet to a 4-inch cedar fence post found for an angle point;

THENCE, North 78° 30' 19" East, continuing along and with the North line of said 691.822 acre tract and the South line of said 101.25 acre tract, a distance of 950.36 feet to a 5/8-inch iron rod with cap stamped "Summit Geomatics, Inc." found in the center of an old tree stump with wire for the Northwest corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, North 79° 42' 13" East, along and with the North line of said 70.83 acre Tract 2 same being the South line of said 101.25 acre tract, and the South line of a called 78.962 acre tract of land described in an instrument to David L. Pittman recorded in Volume 35, Page 339, D.R.C.C.T., a distance of 3,290.86 feet to a 3/8-inch iron rod found on the West line of a called 118.357 acre tract of land described in an instrument to Bridge to One, Inc. recorded in Document No. 2021-009484, O.P.R.C.C.T., being the Northeast corner of the herein described tract;

THENCE, South 10° 12' 23" East, along and with the West line of said 118.357 acre tract same being the East lines of said 70.83 acre Tracts I and II, a distance of 1,931.74 feet to a 3/8-inch iron rod found on the North line of a called 181.790 acre tract of land described as Tract 2 in an instrument to Spencewood Inc., recorded in Volume 503, Page 764, O.P.R.C.C.T., and marking the Southeast corner of said 70.83 acre Tract I and the herein described tract;

THENCE, South 78° 21' 12" West, along and with the South line of said 70.83 acre Tract I same being the North lines of said 181.790 acre tract and said 691.822 acre tract, a distance of 3,275.62 feet to a 10-inch Cedar Post found marking the Southwest corner of said 70.83 acre Tract I and the herein described tract;

THENCE, North 10° 40' 13" West, along and with an East line of said 691.822 acre tract and the West lines of said 70.83 acre Tracts I and II, a distance of 2,008.96 feet to **POINT OF BEGINNING** and containing 148.5 acres of land.

GENERAL NOTES:

1. BEARING ORIENTATION IS BASED UPON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE 4204, NORTH AMERICAN DATUM OF 1983 (NAD 83), 2011 ADJUSTMENT, EPOCH 2010.00. MEASUREMENTS ARE IN U.S. SURVEY FEET. DISTANCES AND COORDINATES SHOWN HEREON ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY USING THE COMBINED ADJUSTMENT FACTOR OF 1.00013.
2. THIS SURVEY WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY UNDER G.F. NO. 1002-402927-RTT, DATED EFFECTIVE FEBRUARY 1, 2025 AND ISSUED ON FEBRUARY 28, 2025.
3. PROPERTY LIES IN ZONE "A" AND UNSHADED ZONE "X" AS DELINEATED ON THE FLOOD INSURANCE RATE MAP FOR CALDWELL COUNTY, TEXAS AND INCORPORATED AREAS, MAP NO. 48055C0120E, EFFECTIVE DATE JUNE 19, 2012. FLOODLINES SHOWN HEREON WERE OBTAINED FROM THE FEMA GIS DATASET.
4. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SURVEY.
5. FIELD WORK WAS COMPLETED ON JUNE 20, 2025.

TO HILLWOOD ENTERPRISES, L.P., A TEXAS LIMITED PARTNERSHIP; AND FIRST AMERICAN TITLE:

I, ROBERT A. HARPER, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS MANUAL OF PRACTICE REQUIREMENTS FOR A CATEGORY 1A, CONDITION 3, LAND TITLE SURVEY. THE FIELDWORK WAS COMPLETED ON THE 20TH DAY OF JUNE, 2025 UNDER MY DIRECT SUPERVISION.

DATED THIS THE 23RD DAY OF JUNE, 2025.

STATE OF TEXAS
REGISTERED
ROBERT A. HARPER
6582
PROFESSIONAL
LAND SURVEYOR

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

ROBERT A. HARPER, RPLS NO. 6582
SUMMIT GEOMATICS, INC.
TEL: (210) 971-4870
RHARPER@SUMMIT-GEOMATICS.COM

SUMMIT GEOMATICS, INC.
4603 N STAHL PARK SUITE 103
SAN ANTONIO, TEXAS 78217
Tel: 210-971-4870 | summit-geomatics.com
TBPELS FIRM NO. 10194657

CATEGORY 1A, CONDITION 2
LAND TITLE SURVEY OF
148.5 ACRES OF LAND
SITUATED IN THE
JAMES M. BAKER SURVEY, A-46
CALDWELL COUNTY, TEXAS

SCALE:	JOB NO.:	DATE:	SHEET:
1"=200'	25.0125	06/23/2025	1 OF 1

X:\03_Summit_Projects\2025-Projects\25.0125_Gray_MeldeTract-Spencewood_Lockhart\03_Finals\01_CAD\MeldeSvy1(S).dwg, 6/23/2025 3:08 PM, rharper

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: November 18, 2025

AGENDA ITEM CAPTION: Discussion and/or action to approve an Amended and Restated Professional Services Agreement between the City of Lockhart and ROED Prop Co, LLC and RODG DT Seawillow PropCo LLC to reimburse the City for professional fees and related expenses incurred in connection with the Seawillow/Moxie development project.

ORIGINATING DEPARTMENT AND CONTACT: City Attorney - Brad Bullock

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: The City and Red Oak Development Group, entered into a Professional Services Agreement on June 20, 2023, to provide for reimbursement of the City's professional costs associated with the review of a proposed Public Improvement District (PID) and Tax Increment Reinvestment Zone (TIRZ).

The amended and restated agreement updates the 2023 version to reflect the current stage of the project and the addition of ROED Prop Co, LLC and RODG DT Seawillow PropCo LLC as the responsible developer entities. The updated document allows for payment of professional and administrative expenses at market rates rather than listing specific hourly fees. It also maintains the initial $50,000 developer deposit while increasing the required replenishment increments to $10,000.

The revisions provide additional background on the project's progress, including the City's ongoing coordination with the developer regarding potential PID and TIRZ formation and related development review activities.

PROJECT SCHEDULE (if applicable):

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

FISCAL NOTE (if applicable): This agreement provides for full reimbursement of the City's professional and administrative costs by the Developer.

PREVIOUS COUNCIL ACTION: Original Professional Services Agreement approved June 20, 2023.

COMMITTEE/BOARD/COMMISSION ACTION:

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends approval of the Amended and Restated Professional Services Agreement

LIST OF SUPPORTING DOCUMENTS: Seawillow - 11.18.2025 - Amended and Restated PSA

AMENDED AND RESTATED PROFESSIONAL SERVICES REIMBURSEMENT/PAYMENT AGREEMENT FOR RED OAK/SEA WILLOW

This Amended and Restated Professional Services Reimbursement/Payment Agreement (this "Agreement"), effective as of the 1st day of September 2025 (the "Effective Date"), is made and entered into by and between the City of Lockhart, Texas (the "City"), ROED Prop Co, LLC, a Texas limited liability company, and RODG DT Seawillow PropCo LLC, a Texas limited liability company (ROED Prop Co, LLC, and RODG DT Seawillow PropCo LLC, collectively shall be referred to as the "Developer"). Developer and the City herein collectively referred to as "Party" or "Parties".

RECITALS

WHEREAS, Developer intends to develop or cause to be developed approximately 587 acres real property, of which approximately 88 acres is located within the City's corporate limits (the "In-City Property") and approximately 498.778 acres of real property is contiguous to the city limits and is primarily located within the City's extraterritorial jurisdiction (the In City Property and the 498.778 acres of real property shall be referred to as "Development Land"), all as depicted in Exhibit A; and

WHEREAS, Red Oak Development Group, LLC, an affiliate of Developer, and the City entered into a Professional Services Agreement on June 20, 2023 ("Original Agreement"), in anticipation of the City incurring expenses in considering a development agreement and creation of a public improvement district ("PID") pursuant to Chapter 372, Texas Local Government Code, as amended, entitled the Public Improvement District Assessment Act ("PID Act") or other districts; and

WHEREAS, the City and the Developer entered into that certain Seawillow Ranch Development Agreement, effective as of August 2, 2024, recorded under Instrument Number 2024-006578 in the Official Public Records of Caldwell County, Texas (the "Development Agreement"); and

WHEREAS, the Parties have been considering amendments to the Development Agreement, creation of a Tax Increment Reinvestment Zone, PID bonds and assessments for the In City Property, and amendment or creation of various legal documents in connection therewith; and

WHEREAS, the Parties hereto recognize that the City has incurred and will continue to incur expenses, at reasonable market rates, through the entire PID review process until final completion of the development including but not limited to: professional services, legal publications, notices, reproduction of materials, public hearing expenses, recording of documents, engineering fees, attorney fees, financial consultants, special consultant fees, appraisal services, and fees for administrative time of City staff, which will be needed to assess legal and financing issues related to the proposed creation of a PID and other districts for the development of the Property ("City Expenses"); and

WHEREAS, the City Expenses are in addition to the City's regular administrative and filing fees**,**

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The recitals above are incorporated for all purposes as if fully set forth herein.

2. Payment for Professional Services. Within ten (10) days of execution of the Original Agreement, the Developer deposited with the City $50,000.00 ("Initial Deposit") for payment of City Expenses in connection therewith:

(a) The City will pay City Expenses out of the amount deposited with the City and keep accounting of all charges for City Expenses incurred for the review and any unused contributions shall be returned to the Developer within 30 days of the City's payment of the final invoice or the Termination Date pursuant to a termination of this Agreement.

(b) The City will provide an explanation of amounts paid for City Expenses to the Developer with each request for the Developer to remit an additional $10,000.00.

(c) Notwithstanding anything to the contrary, City Expenses invoiced and due within thirty (30) days prior to the closing of PID bonds may be paid to the City's consultants, at Developer's option, through PID bond proceeds upon the closing of PID bonds.

(d) The Developer may be reimbursed from the PID created by the City Council containing all or a portion of the Development Land, if any, for City Expenses paid in accordance with this Agreement and the PID Act.

(e) Developer agrees that in the event the funds for City Expenses balance falls below $10,000.00, then Developer shall remit an additional amount of not less than $10,000.00 within five (5) business days of receipt of such notice from the City.

(f) In the event the balance for City Expenses is exhausted, upon notice, Developer shall pay the balance owed in full within fifteen (15) days in addition to the remittance of the additional funds as provided above.

(g) In the instance that deposits of additional funds are not timely made, the City has no obligation to incur any additional costs and City Expenses in connection with the Project.

(h) Failure of Developer to meet its obligations above may result in the suspension or revocation of any active development permits until such obligations are cured, or revocation of active development permits if the obligation is not cured within ten (10) days after the City's delivery to the Developer of written notice of failure to meet such obligations In the event that Developer fails to meet the obligations under this Section 2, Developer's lender may make the payment to the City to cure.

3. No Obligation to Issue Bonds. The Developer acknowledges that the City has no obligation to approve any agreements or documents related to the development, create any districts, or issue any bonds or other indebtedness with respect thereto, and nothing contained within this Agreement shall create any such obligation. The Developer's obligation to pay the City Expenses shall exist and continue independent of whether a district is created or PID bonds or other indebtedness are approved. This Agreement shall confer no vested rights or development rights on the Development Land or to the Developer. Further, this Agreement shall provide no assurances, promises, or covenants to approve any development in the Development Land.

4. Termination. Either Party may terminate this Agreement with or without cause upon Developer's or City's delivery of five (5) calendar days' prior written notice of termination to the other Party, at which time the City shall have no obligation to incur any further City Expenses (the "Termination Date"); provided, however fees for City Expenses incurred by the City on or before the Termination Date may be funded under Section 2. Upon termination of this Agreement for any reason, any balance of the Initial Deposit and any balance of any additional payment(s) made by Developer under this Agreement that exceed the City Expenses incurred as of Termination Date shall be returned to Developer within thirty (30) days of the Termination Date.

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 OF EVERY CONCEIVABLE CHARACTER, 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. TIDS 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. Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the transactions contemplated herein.

7. Amendment. This Agreement may only be amended, altered or revoked by written instrument approved by the City Council.

8. Successors and Assigns. Neither City nor Developer may assign or transfer their interest in the Agreement without prior written consent of the other Party.

9. Notice. Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States Mail, Certified, with Return Receipt Requested, postage prepaid, addressed to the appropriate party at the following addresses, or at such other addresses provided by the parties in writing or when delivered by email, addressed to the intended recipient at the email address shown below.

City:	With a Copy to:
City of Lockhart Attention: City Manager 308 W. San Antonio	Jennifer Richie, Attorney Messer Fort, PLLC 6371 Preston Rd., Suite 200

Lockhart, TX 78644

Frisco, Texas 75034

Developer:

ROED Prop Co, LLC
RODG DT Seawillow PropCo LLC
2121 East Sixth Street, Suite 203
Austin, Texas 78702
Attention: Tom Staub

With a Copy to:

Greenberg Traurig, LLP
2200 Ross Avenue, Suite 5200
Dallas, Texas
Attn: Drew Slone

10. Interpretation. Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against either party.

11. 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 a court of competent jurisdiction in Caldwell County, Texas.

12. 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.

13. 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.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective as of the Effective Date.

[Signature pages follow]

CITY OF LOCKHART, TEXAS

By______________________________
Lew White, Mayor

ROED PROP CO LLC, a Texas limited liability company

By: Red Oak Development Group, LLC, a Texas limited liability company, its Managing Member

By:______________________________
Name: Thomas Staub
Title: Member

RODG DT SEAWILLOW PROPCO LLC, a Texas limited liability company

By: RODG DT SEAWILLOW PROPCO MGR LLC, a Texas limited liability company, its Manager

By: MERLION CAPITAL GROUP MGR LLC, a Texas limited liability company, its Manager

By:________________________

Name: David Teo
Title: Manager

By: RODG DT SEAWILLOW PROPCO MGR LLC, a Texas limited liability company, its Manager

By: RODG MGR, LLC a Texas limited liability company, its Manager

By:________________________

Name: Thomas Staub
Title: Manager

EXHIBIT A

DESCRIPTION AND DEPICTION OF THE DEVELOPMENT LAND


Appr. PID Boundary
FM 1322
R C LN
COMANCHE FLATS RD
REAVIS RD
RED SKY DR
CLEAR SKY DR
SUNRAY DR
SILVERCLOUD DR
OLD LULING RD
Search Here:
Enter Address, Name, or ID
29°51'03"N 97°38'48"W

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: November 18, 2025

AGENDA ITEM CAPTION: Discussion and/or action regarding confirmation of Civil Service Commission member reappointment of Mr. Raymond Sanders for a three (3) year term as recommended by the City Manager.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Joseph Resendez

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: Mr. Sanders has served on the commission for the past 8 and a half years (two 3-year terms and one partial term), and as the commission vice-chairman since 2023. According to Civil Service regulations, he can be reappointed for additional terms (3 years long) if the appointment is confirmed by a two-thirds majority of the City Council. Mr. Sanders has graciously agreed to continue serving on the commission for an additional three (3) year term expiring January 1, 2029.

Mr. Sanders has previously served the community as Mayor, Councilmember, on various boards, and as a volunteer. Both the City Manager and Civil Service Director concur that he has been, and will continue to be, an asset to the Civil Service Commission.

PROJECT SCHEDULE (if applicable): N/A

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: N/A

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Both the City Manager and Civil Service Director respectfully recommend that Council confirm, by vote, the reappointment of Mr. Raymond Sanders.

LIST OF SUPPORTING DOCUMENTS: TxLGC Chapter 143.006, History - November 15, 2022 City Council minutes

TxLGC: Chapter 143.006
Implementation: Commission

Sec. 143.006. IMPLEMENTATION: COMMISSION. (a) On adoption of this chapter, the Fire Fighters' and Police Officers' Civil Service Commission is established in the municipality. The chief executive of the municipality shall appoint the members of the commission within 60 days after the date this chapter is adopted. Within 30 days after the date the municipality's first full fiscal year begins after the date of the adoption election, the governing body of the municipality shall implement this chapter.

(b) The commission consists of three members appointed by the municipality's chief executive and confirmed by the governing body of the municipality. Members serve staggered three-year terms with the term of one member expiring each year. If a vacancy occurs or if an appointee fails to qualify within 10 days after the date of appointment, the chief executive shall appoint a person to serve for the remainder of the unexpired term in the same manner as the original appointment.

(c) A person appointed to the commission must:

(1) be of good moral character;

(2) be a United States citizen;

(3) be a resident of the municipality who has resided in the municipality for more than three years;

(4) be over 25 years of age; and

(5) not have held a public office within the preceding three years.

(c-1) Notwithstanding Subsection (c)(5), the municipality's chief executive may reappoint a commission member to consecutive terms. A commission member may not be reappointed to more than a third consecutive term unless the member's reappointment to a fourth or subsequent consecutive term is confirmed by a two-thirds majority of all the members of the municipality's governing body.

(c-2) Subsection (c)(5) does not prohibit the municipality's chief executive from appointing a former commission member to the commission if the only public office held by the former member within the preceding three years is membership on:

(1) the commission; or

(2) the commission and the municipality's civil service board for employees other than police officers and firefighters through a joint appointment to the commission and board.

(c-3) Subsections (c-1) and (c-2) do not apply to a municipality with a population of 1.5 million or more.

(d) In making initial appointments, the chief executive shall designate one member to serve a one-year term, one member to serve a two-year term, and one member to serve a three-year term. If a municipality has a civil service commission immediately before this chapter takes effect in that municipality, that civil service commission shall continue as the commission established by this section and shall administer the civil service system as prescribed by this chapter. As the terms of the members of the previously existing commission expire, the chief executive shall appoint members as prescribed by this section. If necessary to create staggered terms as prescribed by this section, the chief executive shall appoint the initial members, required to be appointed under this chapter, to serve terms of less than three years.

(e) Initial members shall elect a chairman and a vice-chairman within 10 days after the date all members have qualified. Each January, the members shall elect a chairman and a vice-chairman.

(f) The governing body of the municipality shall provide to the commission adequate and suitable office space in which to conduct business.

(g) The chief executive of a municipality commits an offense if the chief executive knowingly or intentionally fails to appoint the initial members of the commission within the 60-day period prescribed by Subsection (a). An offense under this subsection is a misdemeanor punishable by a fine of not less than $100 or more than $200. Each day after the 60-day period that the chief executive knowingly or intentionally fails to make a required appointment constitutes a separate offense.

(h) The chief executive of a municipality or a municipal official commits an offense if the person knowingly or intentionally refuses to implement this chapter or attempts to obstruct the enforcement of this chapter. An offense under this subsection is a misdemeanor punishable by a fine of not less than $100 or more than $200.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.
Amended by:

Acts 2005, 79th Leg., Ch. 475 (H.B. 150), Sec. 1, eff. June 17, 2005.

HISTORY

D. DISCUSS CONFIRMATION OF CIVIL SERVICE COMMISSION MEMBER REAPPOINTMENT OF MR. RAYMOND SANDERS FOR A THREE (3) YEAR TERM AS RECOMMENDED BY THE CITY MANAGER.

Mr. Lewis stated that in 2017, Mr. Sanders was appointed to fill the unexpired term of long time serving Civil Service Commissioner Mr. Doug Shomette. That term expired January 1, 2020. Mr. Sanders was then reappointed for an additional three (3) year term which will expire January 1, 2023. Mr. Sanders has graciously agreed to continue serving on the commission for an additional three (3) year term expiring January 1, 2026. Mr. Lewis recommended approval.

E. DISCUSS RESOLUTION 2022-38 OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS AUTHORIZING THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION TO SALE PROPERTY AND AUTHORIZING ITS PRESIDENT TO NEGOTIATE AND ENTER INTO SALES CONTRACTS, EXECUTE A DEED OR DEEDS CONVEYING LAND AND ALL OTHER DOCUMENTS PURSUANT TO THE SALE OF PROPERTY LOCATED WITHIN LOCKHART INDUSTRIAL PARK III PREVIOUSLY ACQUIRED FOR A PROJECT BEING KNOWN AS PROJECT FUTURE.

Mr. Lewis stated that City Council approved Resolution 2020-29 authorizing the negotiation and purchase of 75.04 acres of property pursuant to a Lockhart Economic Development project known as "Project Future." Portions of the property purchased pursuant to "Project Future" is now commonly known as the Lockhart Industrial Park III. The Board of the Lockhart Economic Development Corporation and City Council have approved the sale(s) of certain lots pursuant to the continued development of the industrial park. Title underwriters committing to the condition and status of land require a formal resolution approving the sale of the 75.04 acres as a whole. Mr. Lewis recommended approval.

F. DISCUSS RESOLUTION 2022-39 AUTHORIZING THE CITY MANAGER TO ENTER INTO AN UPDATED ADVANCE FUNDING AGREEMENT (AFA) WITH THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) FOR BRIDGE REPLACEMENT OR REHABILITATION FOR THE NORTH BLANCO STREET BRIDGE OVER TOWN BRANCH CREEK.

Mr. Kelley stated that on June 7, 2022, City Council approved Resolution 2022-25, entering an (AFA) with TxDOT for the rehabilitation or replacement of the Blanco Street Bridge. On August 30, 2022, this item was taken to the Texas Transportation Commission and was approved as a project to replace the bridge. TxDOT has also increased the City's match portion from $5,500 to $6,100. This is primarily attributed to adjusted material quantities and the rising cost of materials. Due to rising costs and newly issued State Control-Section-Job Order Number (116292), it is necessary to adopt a revised resolution in support of the North Blanco Street Bridge Replacement Project. The project is still slated for design and replacement in FY 2026. City staff and TxDOT will continue to inspect and monitor the bridge until the bridge's replacement takes place. Mr. Kelley recommended approval.

G. DISCUSS ORDINANCE 2022-61 OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS AMENDING THE PERSONNEL POLICIES OF THE CITY OF LOCKHART ADDING SECTION 4-6 (13) SICK LEAVE POOL PROGRAM POLICY; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION AND PROVIDING AN EFFECTIVE DATE.

Ms. Bowermon stated that from time to time City employees may experience a catastrophic illness or injury resulting in a need for additional time off in excess of their available paid sick/personal leave. Currently, City employees cannot donate or share their unused sick leave time with other City employees. There has been a request to consider creating a policy that allows employees to donate or

HISTORY

Caroline Kiefer, 20[illegible]. Mark[illegible] St., spoke [illegible] of [illegible] instead of [illegible]MD zoning. She stated that the property only ha[illegible] access through a parcel of land that is considered a fla[illegible] pole, it will not have access to other streets, or another way to get out.

Len Gabbay, Lockhart, spoke against the RMD zoning change due to additional traffic congestion and drainage issues. He requested that the Council halt new development in the area.

Crystal Nudirez, Woodlawn Street, spoke in favor of the RLD zoning of the property. She expressed concern about the additional traffic and drainage problems in the area.

Dionne Robertson, Lockhart, spoke in favor of the RLD zoning of the property. She expressed concern about additional traffic congestion and drainage issues. She stated that she believed that Lockhart is growing too fast and suggested that the Council halt approving additional subdivisions in the area for the time being.

Levi Garrett, Lockhart, spoke against the zoning change.

Robert Steinbomer, Lockhart, stated that growth of the city should slow down. He expressed concern about supplying city services, such as water to the new homes. He recommended that the Council work on a 2030 Comprehensive plan.

Mayor White requested additional citizens to address the Council. There were none. He closed the public hearing at 8:13 p.m.

Mayor White stated that city staff is beginning the process of developing a 2030 Comprehensive Plan. Staff is also currently working on a plan to supply enough water and other infrastructure to the new subdivision developments.

There was discussion about pursuing TxDOT to expand Highway 142, especially in the area of 142 and Mockingbird to assist with traffic congestion.

Councilmember McGregor made a motion to approve Ordinance 2022-60, with the RLD zoning. Mayor Pro-Tem Sanchez seconded. The motion passed by a vote of 7-0.

ITEM 6-B. DISCUSSION AND/OR ACTION REGARDING FOLLOW UP TO PARK & RECREATION CAPITAL AND OPERATIONAL PROJECTS.

Mr. Hughes stated that the presentation is a follow-up of previous information that was provided by the Parks & Recreation Director on August 16, 2022. The presentation contains recommended next steps in fulfilling the short and long-term goals of the Department.

There was discussion regarding the creation of an Aquatics group.

ITEM 5. CONSENT AGENDA.

Councilmember Michelson made a motion to approve consent agenda items 5A, 5B, 5C, and 5D. Mayor Pro-Tem Sanchez seconded. The motion passed by a vote of 7-0.

HISTORY

The following are the consent agenda items that were approved:

5A: Approve minutes of the November 1, 2022 and November 7, 2022 Council meetings.

5B: Accept confirmation of Civil Service Commission member reappointment of Mr. Raymond Sanders for a three (3) year term as recommended by the City Manager.

5C: Approve Resolution 2022-38 of the City Council of the City of Lockhart, Texas authorizing the Lockhart Economic Development Corporation to sale property and authorizing its President to negotiate and enter into sales contracts, execute a deed or deeds conveying land and all other documents pursuant to the sale of property located within Lockhart Industrial Park III previously acquired for a project being known as Project Future.

5D: Approve Resolution 2022-39 authorizing the City Manager to enter into an updated Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) for bridge replacement or rehabilitation for the North Blanco Street Bridge over Town Branch Creek.

ITEM 6-A. DISCUSSION AND/OR ACTION TO CONSIDER ORDINANCE 2022-61 OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS AMENDING THE PERSONNEL POLICIES OF THE CITY OF LOCKHART ADDING SECTION 4-6 (13) SICK LEAVE POOL PROGRAM POLICY; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION AND PROVIDING AN EFFECTIVE DATE.

Mayor Pro-Tem Sanchez made a motion to approve Ordinance 2022-61, as presented. Councilmember McGregor seconded. The motion passed by a vote of 7-0.

ITEM 6-B. DISCUSSION AND/OR ACTION REGARDING FOLLOW UP TO PARK & RECREATION CAPITAL AND OPERATIONAL PROJECTS.

Councilmember Michelson made a motion to accept the report. Councilmember Mendoza seconded. The motion passed by a vote of 7-0.

ITEM 6-C. DISCUSSION AND/OR ACTION TO CONSIDER AUTHORIZING THE CITY MANAGER TO SEEK PROPOSALS FOR THE DEVELOPMENT OF A SPACE NEEDS ASSESSMENT FOR CITY HALL.

Mayor Pro-Tem Sanchez made a motion to authorize the City Manager to seek proposals for the development of a space needs assessment for City Hall. Councilmember Bryant seconded. The motion passed by a vote of 7-0.

ITEM 6-D. DISCUSSION AND/OR ACTION TO CONSIDER THE NOMINATION OF LUCY KNIGHT TO THE ZONING BOARD OF ADJUSTMENT BY COUNCILMEMBER JEFFRY MICHELSON WITH A TERM TO EXPIRE IN NOVEMBER 2023.

Councilmember Michelson made a motion to appoint Lucy Knight to the Zoning Board of Adjustment. Councilmember McGregor seconded. The motion passed by a vote of 7-0.

ITEM 6-E. DISCUSSION AND/OR ACTION TO CONSIDER THE NOMINATION OF MARCIA PROCTOR TO THE ZONING BOARD OF ADJUSTMENT BY MAYOR LEW WHITE WITH A TERM TO EXPIRE IN NOVEMBER 2023.

Mayor White made a motion to appoint Marcia Proctor to the Zoning Board of Adjustment. Councilmember McGregor seconded. The motion passed by a vote of 7-0.

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: November 18, 2025

AGENDA ITEM CAPTION: Discussion and/or action regarding Resolution 2025-41 casting votes for Directors to serve on the Caldwell County Appraisal District Board of Directors for the term of office from January 1, 2026 to December 31, 2027.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Julie Bowermon

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION: During the September 16, 2025 meeting, the Council approved Resolution 2025-32 that listed Alfredo Munoz and Sally Daniel as the City of Lockhart's nominations to be placed on a ballot for the CCAD Board of Directors that consists of five members. Attached is the ballot that the City received from the Caldwell County Appraisal District (CCAD) requesting that each taxing entity cast votes for the CCAD Board of Directors for the term of office from January 1, 2026 to December 31, 2027. The ballot consists of 6 candidates running for 5 Director positions. The Director will serve a two-year term beginning on January 1 of even numbered years. The City of Lockhart is entitled to cast 536 votes. The Council may cast all votes for one candidate or may distribute the votes among any number of candidates up to 536 votes. The deadline to submit the votes to the CCAD is December 15, 2025. Staff will submit the necessary documentation to the CCAD after the Council has cast their vote(s).

In 2023, the Council cast 178 votes for Alfredo Munoz and 300 votes for Sally Daniel.

PROJECT SCHEDULE (if applicable): N/A

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: On September 16, 2025, Council approved Resolution 2025-32 nominating Alfredo Munoz and Sally Daniel to be placed on the ballot for CCAD Board of Directors.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

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

LIST OF SUPPORTING DOCUMENTS: Resolution 2025-41, Notice from CCAD, List of current Board of Directors

RESOLUTION 2025-41

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS CASTING VOTES FOR DIRECTOR(S) TO SERVE ON THE CALDWELL COUNTY APPRAISAL DISTRICT BOARD OF DIRECTORS FOR THE TERM OF OFFICE FROM JANUARY 1, 2026 TO DECEMBER 31, 2027.

WHEREAS, the City of Lockhart is entitled to cast 536 votes for one or more nominee's to serve on the Caldwell County Appraisal District Board of Directors; and,

WHEREAS, the deadline to cast and submit these votes to the Chief Appraiser is December 15, 2025; and,

WHEREAS, the City Council has duly considered the nominations and taken a vote in a public setting at a regular meeting of the City Council.

NOW, THEREFORE, BE IT RESOLVED THAT:

The Lockhart City Council hereby casts 536 votes for nominee(s) to serve on the Caldwell County Appraisal District Board of Directors as documented in “Exhibit A” as attached.

This Resolution shall be in full force and effect immediately upon its Passage, Approval and Adoption on this the 18th day of November 2025.

CITY OF LOCKHART

____
Lew White
Mayor

ATTEST:

____
Julie Bowermon
City Secretary

APPROVED AS TO FORM:

____
Brad Bullock
City Attorney

ELECTION OF BOARD OF DIRECTORS
CALDWELL COUNTY APPRAISAL DISTRICT
2026-2027 TERM

NOMINEE	**NUMBER OF VOTES CAST**
Kayline Cabe	____________________
Sally Daniel	____________________
Linda Hinkle	____________________
Matthew McGovern	____________________
Alfredo Munoz	____________________
Dr. Deirdre Williams	____________________

TAXING UNIT:______________________________

DATE:______________________________

____
Presiding Officer Signature

NUMBER OF VOTES FOR EACH TAXING UNIT

Caldwell County---------------------------------1500
City of Lockhart--------------------------------- 536
City of Luling------------------------------------ 105
City of Martindale------------------------------- 22
City of Mustang Ridge------------------------- 9
City of Niederwald------------------------------ 4
City of San Marcos------------------------------ 18
City of Uhland------------------------------------ 3
Lockhart ISD------------------------------------ 1858
Luling ISD-- 304
Prairie Lea ISD---------------------------------- 102
Hays ISD-- 91
Gonzales ISD------------------------------------- 29
San Marcos ISD--------------------------------- 141
Waelder ISD-------------------------------------- 17
Austin Comm. College------------------------- 260

TOTAL--5000

Exhibit A

Caldwell County Appraisal District

DATE: October 27,2025

TO: Presiding Officers

FROM: Shanna Ramzinski, Chief Appraiser

RE: Selection of Appraisal District Directors

Enclosed you will find your ballot and the number of votes that your taxing unit is entitled to in this election. The upcoming term of office is from January 1, 2026 to December 31, 2027.

Each taxing unit must cast its vote **by written resolution** and submit it to the chief appraiser before December 15, 2025. The unit may cast all its votes for one candidate or may distribute the votes among any number of candidates. The amount of votes is based on your levy. They can change from year to year. The five candidates receiving the most votes will be declared the winners.

A voting unit must cast its votes for a person nominated and named on the ballot. Votes cast for someone not listed on the ballot cannot be counted.

The ballot should be dated and signed by the presiding officer of the taxing unit and returned along with a copy of the resolution to the Chief Appraiser, Caldwell County Appraisal District, P. O. Box 900, Lockhart, Texas 78644, before December 15, 2025.

Best Regards,

Shanna Ramzinski

Shanna Ramzinski
Chief Appraiser

Enc: Ballot

211 Bufkin Ln
P.O. Box 900
Lockhart, Texas 78644
United States

PHONE (512) 398-5550
FAX (512) 398-5551
E-MAIL general@caldwellcad.org
WEB SITE www.caldwellcad.org

ELECTION OF BOARD OF DIRECTORS
CALDWELL COUNTY APPRAISAL DISTRICT
2026-2027 TERM

NOMINEE	NUMBER OF VOTES CAST
Kayline Cabe	______________________
Sally Daniel	______________________
Linda Hinkle	______________________
Matthew McGovern	______________________
Alfredo Munoz	______________________
Dr. Deirdre Williams	______________________

TAXING UNIT:________________________________

DATE:____________________________________

____
Presiding Officer Signature

NUMBER OF VOTES FOR EACH TAXING UNIT

Caldwell County----------------------------------1500
City of Lockhart---------------------------------- 536
City of Luling------------------------------------- 105
City of Martindale------------------------------- 22
City of Mustang Ridge-------------------------- 9
City of Niederwald------------------------------- 4
City of San Marcos------------------------------- 18
City of Uhland------------------------------------- 3
Lockhart ISD--------------------------------------- 1858
Luling ISD-- 304
Prairie Lea ISD------------------------------------ 102
Hays ISD-- 91
Gonzales ISD--------------------------------------- 29
San Marcos ISD------------------------------------ 141
Waelder ISD-- 17
Austin Comm. College-------------------------- 260

TOTAL---5000

(CURRENT)

CALDWELL COUNTY
APPRAISAL DISTRICT

Home Organization Forms Calendar Public Information

Board of Directors

Board Member	Location
Sally Daniel	Lockhart
Kathy Haigler	Dale
Alfredo Munoz	Lockhart
Linda Hinkle	Lockhart
Kayline Cabe	Dale

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: November 18, 2025

AGENDA ITEM CAPTION: Discussion and/or action to approve the Lockhart Economic Development Corporation (LEDC) FY2025-2026 Goals and Objectives

ORIGINATING DEPARTMENT AND CONTACT: Economic Development - Holly Malish

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: On April 11, 2025, the Lockhart Economic Development Corporation (LEDC) Board and staff convened at the First Lockhart Bank Community Room for a half-day strategic planning workshop to establish priorities for Fiscal Year 2025–2026. The session was facilitated by Alysia A. Cook, PCED, IOM, with Opportunity Strategies, LLC.

During the retreat, participants reviewed the Economic Development strategies outlined in the *Lockhart Looking Forward* Comprehensive Plan and the LEDC's Targeted Business Strategy Refresh plan. The discussion focused on aligning ongoing programs with updated priorities and identifying key areas for investment, workforce alignment, and community collaboration.

The resulting FY2025–2026 Goals and Objectives reaffirm the LEDC's commitment to fostering sustainable economic growth through the following priorities:

- Business Development
- Business Retention & Expansion
- Workforce Development
- Infrastructure & Asset Development
- Downtown & Small Business Development
- Tourism & Community Branding
- Organizational Excellence

Adoption of these goals will provide a clear framework to help staff and the LEDC Board focus their time and resources on priority projects that deliver the greatest community and economic impact in alignment with the City Council's strategic direction, the LEDC Strategic Plan, and the *Lockhart Looking Forward* Comprehensive Plan.

PROJECT SCHEDULE (if applicable):

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

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends approval of the Lockhart Economic Development Corporation FY2025–2026 Goals and Objectives.

LIST OF SUPPORTING DOCUMENTS: Lockhart EDC 2025-2026 StratPlan - abridged

CITY OF

Lockhart

ECONOMIC DEVELOPMENT

Lockhart Economic Development Corporation

2025-2026 Strategic Plan

Introduction

In February 2025, the Lockhart Economic Development Corporation embarked on a strategic planning process to develop the strategic priorities for 2025-2026. The following is the process used to reach the conclusions for the Strategic Plan.

On April 11, 2025, the Lockhart Economic Development Corporation Board and staff met at the First Lockhart Bank Community Room for a half-day strategic planning workshop to begin planning for 2025-2026. Alysia A. Cook, PCED, IOM with Opportunity Strategies LLC served as the facilitator throughout this process.

During the Strategic Planning retreat, the participants reviewed the Economic Development Strategies in the City of Lockhart's "Lockhart Looking Forward" Comprehensive Plan, the reviewed the Targeted Business Strategy Refresh. The participants discussed the organization's current activities and future goals.

Following the reviews, the participants engaged in a focused discussion and exercise. The group then reviewed the EDC's current goals and strategies, and worked to update each one.

The following is the Lockhart Economic Development Corporation's 2025-2026 Strategic Plan.

Goal #1: Business Development

Attract new businesses to Lockhart through targeted recruitment, incentives, and proactive recruitment strategies.

Goal #2: Business Retention & Expansion

Support and expand existing businesses by proactively addressing their needs and facilitating growth opportunities.

Goal #3: Workforce Development

Develop a skilled workforce aligned with current and future industry demands.

Goal #4: Infrastructure & Asset Development

Advance Lockhart's economic vitality and sustainability through strategic development and infrastructure improvements.

Goal #5: Downtown & Small Business Development

Foster entrepreneurship and innovation by providing resources, support, and an attractive business environment in Downtown and throughout Lockhart.

Goal #6: Tourism & Community Branding

Grow Lockhart's tourism sector by leveraging its unique cultural, historical, and recreational assets.

Goal #7: Organizational Excellence

Strengthen organizational effectiveness through strategic partnerships, updated programs, best practices, standard operating procedures, and increased stakeholder engagement.

CITY OF
Lockhart
ECONOMIC DEVELOPMENT

2025-2026 Strategic Plan

GOAL 1 Business Development

GOAL 2 Business Retention & Expansion

GOAL 3 Workforce Development

GOAL 4 Infrastructure & Asset Development

GOAL 5 Downtown & Small Business Development

GOAL 6 Tourism & Community Branding

GOAL 7 Organizational Excellence

Where Undeniable Opportunity Meets
Authentic Texas Community

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: November 18, 2025

AGENDA ITEM CAPTION: Discussion and/or action approving Resolution No. 2025-39 to amend the Chapter 380 Economic Development Performance Agreement with Lockhart Hospitality, LLC.

ORIGINATING DEPARTMENT AND CONTACT: Economic Development - Holly Malish

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: In January 2025, City Council approved the First Amendment (Resolution 2025-02) extending the developer's construction milestones—moving the building permit deadline from December 31, 2024, to August 31, 2025, and the certificate of occupancy (CO) deadline from September 30, 2026, to December 30, 2027.

Due to continued coordination with TxDOT regarding a required traffic impact analysis (TIA) and related access improvements, Lockhart Hospitality has requested additional time to finalize design and permitting. The Second Amendment (Resolution 2025-39) proposes to extend the building permit deadline by one year—from August 31, 2025, to September 1, 2026—and the CO and hotel opening deadline from December 30, 2027, to September 1, 2028.

No other financial terms, incentive amounts, or performance obligations are being modified. The amendment ensures the project remains on track for development once external permitting steps are complete.

Background

The City and Lockhart Hospitality, LLC entered into a Chapter 380 Economic Development Performance Agreement on March 5, 2024, to support construction of a 90-room Holiday Inn Express with meeting space near the SH-130 corridor. The agreement provides a combined incentive value of up to $1.8 million through property tax and Hotel Occupancy Tax rebates, tied to project completion, investment, and operational performance benchmarks.

The project aligns directly with the Lockhart Economic Development Corporation's Strategic Plan, which identifies hospitality and tourism development as key strategies for strengthening the local economy. A modern, limited-service hotel supports the City's broader efforts to attract business investment, accommodate regional visitors, and enhance Lockhart's position as a destination for both tourism and corporate travel.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

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

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends approval of Resolution 2025-39.

LIST OF SUPPORTING DOCUMENTS: Resolution No. 2025-39 Holiday Inn Extension, Holiday Inn Chapter 380 Amendment 2025_draft_CAD edits 2025.11.06

RESOLUTION NO. 2025-39

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, APPROVING A SECOND AMENDMENT TO THE CHAPTER 380 ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT WITH LOCKHART HOSPITALITY, LLC, EXTENDING THE DEADLINES FOR BUILDING PERMITS AND PROJECT COMPLETION, AUTHORIZING THE MAYOR TO EXECUTE THE SECOND AMENDMENT, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lockhart ("City") and Lockhart Hospitality, LLC ("Developer") entered into a Chapter 380 Economic Development Performance Agreement effective March 5, 2024, and amended on January 23, 2025, to facilitate the development of a Holiday Inn hotel with a capital investment of approximately $10,000,000, including incentives not to exceed $1,800,000 in combined ad valorem and Hotel Occupancy Tax (HOT) rebates; and

WHEREAS, the Agreement was intended to stimulate economic development, increase business personal property, and promote tourism within the City of Lockhart; and

WHEREAS, Lockhart Hospitality, LLC has requested a second amendment to extend the project development timeline due to extenuating circumstances affecting the permitting and construction schedule; and

WHEREAS, the proposed second amendment extends the deadline to obtain building permits from **August 31, 2025, to September 1, 2026**, and the deadline to obtain a certificate of occupancy and commence operations from **December 30, 2027, to September 1, 2028**; and

WHEREAS, the City Council finds that approving the amendment will not diminish the public benefits contemplated in the original agreement, will continue to promote local investment and tourism, and is in the best interest of the City of Lockhart;

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

1. **Approval of Second Amendment.** The City Council hereby approves the *Second Amendment to the Chapter 380 Economic Development Performance Agreement* between the City of Lockhart and Lockhart Hospitality, LLC, as presented.

2. **Authorization.** The Mayor of the City of Lockhart is hereby authorized to execute the Second Amendment on behalf of the City, substantially in the form attached hereto as *Exhibit A*.

3. **Effective Date.** This Resolution shall take effect immediately upon its passage and approval.

PASSED AND APPROVED this 18th day of November 2025, by the City Council of the City of Lockhart, Texas.

CITY OF LOCKHART

____

Lew White
Mayor

ATTEST: **APPROVED AS TO**
FORM:

______________________ ______________________

Julie Bowermon **Brad Bullock**
City Secretary **City Attorney**

EXHIBIT A

SECOND AMENDMENT TO ECONOMIC DEVELOPMENT PERMFORMANCE AGREEMENT (LOCKHART HOSPITALITY, LLC)

THIS SECOND AMENDMENT TO THE ECONOMIC DEVELOPMENT PERORMANCE AGREEMENT ("SECOND AMENDMENT"), DATED TO BE EFFECTIVE AS OF THE DATE THAT THE SECOND AMENDMENT IS SIGNED BY THE LAST PARTY TO THE SECOND AMENDMENT (THE "EFFECTIVE DATE"), IS MADE AND ENTERED INTO BY AND BETWEEN THE CITY OF LOCKHART ("CITY") AND LOCKHART HOSPITALITY, LLC, A TEXAS LIMITED LIABILITY COMPANY ("DEVELOPER"). CITY AND DEVELOPER ARE SOMETIMES INDIVIDUALLY REFERRED TO HEREIN AS A "PARTY" AND ARE SOMETIMES COLLECTIVELY REFERRED TO HEREIN AS THE "PARTIES."

RECITALS

WHEREAS, LOCKHART HOSPITALITY, LLC entered into a Chapter 380 Economic Development Performance Agreement (the "Agreement"), dated effective March 5, 2024, between the parties to construct, create jobs, and increase business personal property and amended on January 23, 2025; and

WHEREAS, the Agreement provides that LOCKHART HOSPITALITY, LLC will receive an ad valorem and HOT incentives for a combined total not to exceed ONE MILLION AND EIGHT HUNDRED THOUSAND DOLLARS ($1,800,000) to build a TEN MILLION DOLLARS ($10,000,000) hotel; and

WHEREAS, LOCKHART HOSPITALITY, LLC desires to amend the Agreement, Section 4 (c) and change the date to obtain building permits from **August 31, 2025** to **September 1, 2026** given the extenuating circumstances; and

WHEREAS, LOCKHART HOSPITALITY, LLC additionally desires to amend the Agreement, Section 4 (c) and change the move into and commence operations date from **December 30, 2027 to September 1, 2028** due to the delay of obtaining the building permits; and

WHEREAS, CITY OF LOCKHART finds that amending the Agreement will not diminish the economic benefit or other valuable aspects of the Agreement and will advance the legitimate governmental interests of the CITY OF LOCKHART; and

WHEREAS, LOCKHART HOSPITALITY, LLC and CITY OF LOCKHART desire now to amend the Agreement in accordance with the terms of this Second Amendment.

Agreement

NOW, THEREFORE, in consideration of the above premises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, LOCKHART HOSPITALITY, LLC and CITY OF LOCKHART (collectively, the "Parties") hereby agree as follows:

1. Section 4. <u>LOCKHART HOSPITALITY, LLC Requirements, subsection (c) of the Agreement is hereby amended to read as follows:</u>

(c) Developer covenants and agrees to, after complying with all City Regulations and entering a Franchise Agreement for the Hotel, obtain or cause to be obtained building permits from the City for the Hotel by **September 1, 2026**. The Developer agrees not to apply for a building permit for the Hotel until after it has entered into a Franchise Agreement. Developer covenants and agrees to, after complying with all City Regulations, obtain or cause to be obtained a certificate of occupancy from the City, and open for business the Hotel (including all guest rooms, amenities, and public areas, and the Meeting Room) no later than **September 1, 2028 (**the actual date being the "Hotel Completion Date"). The City shall have the right to extend the Timeline dates or terminate this Agreement if any of the deadlines described in this section are not met.

Authority to Sign. The individual signing below for LOCKHART HOSPITALITY, LLC hereby certifies that he/she is authorized to sign this Second Amendment on behalf of LOCKHART HOSPITALITY, LLC and that no authorizations or approvals are required that have not already been obtained.

2. No Other Amendments' Conflict. Except as expressly set forth herein, all other terms and provisions of the Agreement shall remain in full force and effect. In the event there is a conflict between the terms and provisions of this Second Amendment and the Agreement as originally executed, the terms and provisions of this Second Amendment shall control.

3. Effective Date of Applicability of Second Amendment. After the Parties execute this Amendment, this Second Amendment shall be deemed immediately effective as to the entire Agreement. Unless further amended, this Second Amendment shall expire concurrently with the Agreement.

4. Severability. If any provision of this Second Amendment is illegal, invalid, or unenforceable in whole or in part for any reason, under present or future laws, then and in that event, it is the intention of the Parties hereto that the remaining provisions of this Second Amendment shall remain in full force and effect and shall not be affected.

5. Binding Obligation. This Second Amendment shall bind and inure to the benefit of the Parties, their successors, and their permitted assignees.

6. Authority. CITY OF LOCKHART and LOCKHART HOSPITALITY, LLC each represent and warrant that: (1) it has sufficient legal authority to conduct business in the State of Texas; (2) it has full capacity and authority to grant all rights and assume all obligations that it has granted and assumed under this Second Amendment; and (3) that the person or persons executing this Second Amendment on its behalf has been duly authorized to do so.

7. Effect of Amendment. Except as modified by this Second Amendment, all terms, covenants, conditions and provisions of the Agreement are hereby ratified, affirmed and remain in full force and effect. In the event there is any inconsistency between the terms of the Agreement and the terms of this Second Amendment, the terms of this Amendment shall control.

8. Entire Agreement. This Second Amendment and the Agreement represent the entire agreement of the Parties hereto as it relates to the contents hereof; all oral and written communications prior to this Second Amendment are merged into the Agreement and this Second Amendment.

9. Counterparts. This Second Amendment may be executed in counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument. Faxed or other electronic signatures shall be acceptable as original signatures.

[Signature pages follows]

IN WITNESS WHEREOF, the parties hereto have entered into and executed this Second Amendment to be approved and adopted on this, the 18th day of November 2025.

THE CITY OF LOCKHART **ATTEST:**

________________________________ __________________________________
Lew White, Mayor Julie Bowermon, City Secretary

APPROVED AS TO FORM:

____
Brad Bullock, City Attorney

DEVELOPER:

Lockhart Hospitality LLC
a Texas limited liability company

By: ______________________________
Laxman Kaparthy, Managing Member

By: _______________________________
Venkat Jami, Managing Member

Date Signed: _________________________

State of Texas)(
)(
County of Caldwell)(

This instrument was acknowledged before me on the ______day of ___________, 2025, by Lew White, as Mayor of the City of Lockhart, Texas, a home-rule municipality of the State of Texas.

____
Notary Public

My Commission expires:_________________

State of Texas)(
)(
County of Caldwell)(

This instrument was acknowledged before me on the ________day of _______ 2025 by Venkat Jami as a member of Lockhart Hospitality, LLC, a Texas limited liability company.

____
Notary Public

My Commission expires:_____________

State of Texas)(
)(
County of Caldwell)(

This instrument was acknowledged before me on the_________day of _______, 2025 by Laxman Kaparthy as a member of Lockhart Hospitality, LLC, a Texas limited liability company..

____
Notary Public

My Commission expires:_____________

City of Lockhart, Texas

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COUNCIL MEETING DATE: November 18, 2025

AGENDA ITEM CAPTION: Discussion and/or action to adopt Ordinance No. 2025-27 creating the Downtown and Tourism Department and creating the position of a Downtown and Tourism Director.

ORIGINATING DEPARTMENT AND CONTACT: Economic Development - Holly Malish

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: The proposed ordinance to create the Downtown and Tourism Department is intended to strengthen coordination of Lockhart's tourism, downtown development, and visitor engagement efforts. Lockhart's growing reputation as a regional destination—built on its historic downtown, cultural events, and barbecue heritage—has increased demand for a more structured approach to tourism operations. Ordinance No. 2025-27 establishes this new department to centralize program management, improve accountability, and expand tourism-related partnerships and marketing initiatives.

This proposed ordinance follows the May 22, 2025 Council workshop on visitor center and tourism strategy and the July 2025 discussion on the appropriation and expenditure of Hotel Occupancy Tax (HOT) funds.

Under the ordinance, the new Department will:

- Create the position of Director of Downtown and Tourism as an employee of the City of Lockhart and reporting to the City Manager.
- Administer programs promoting Lockhart as a destination through marketing, events, hospitality partnerships, and visitor information services.
- Oversee the operation of a Visitor Center as the central hub for tourism outreach and community engagement.
- Administer and expend HOT revenues and other eligible funds consistent with Texas Tax Code Chapter 351, in accordance with the appropriations recommended by the HOT Advisory Board and approved by City Council.
- Establish a seven-member Tourism Advisory Board to provide guidance, industry input, and an annual performance report.

These actions directly support strategies identified in the *Lockhart Looking Forward* Comprehensive Plan, which emphasizes downtown vibrancy, cultural tourism, and the visitor experience, and the Lockhart Economic Development Corporation's (LEDC) 2023 Strategic Refresh Plan, which recommends creating a Convention and Visitor's Bureau-style entity to strengthen the City's tourism and hospitality sector.

If approved, next steps include initiating the recruitment for the Director of Downtown and

City of Lockhart, Texas

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Tourism and Council appointments to the Tourism Advisory Board. Staff will also complete lease negotiations for the Visitor Center and return to Council for consideration.

PROJECT SCHEDULE (if applicable):

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

FISCAL NOTE (if applicable): Funding for the new Department will be supported by the City of Lockhart General Fund, Lockhart EDC, and Hotel Occupancy Tax funds, as appropriated through the annual budget development and adoption process.

PREVIOUS COUNCIL ACTION:

- May 2025: Council workshop on visitor center and tourism initiatives.
- September 2025: Council approved a Letter of Intent for a prospective Visitor Center location.
- October 2025: LEDC adopted Resolution No. 2025-17 supporting department creation and committing partial program funding

COMMITTEE/BOARD/COMMISSION ACTION: LEDC approved Resolution No. 2025-17 supporting the creation of the Downtown and Tourism Department at the November 10th, 2025 Board meeting.

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends adoption of Ordinance No. 2025-27 creating the Downtown and Tourism Department; authorize the Director position, Tourism Advisory Board, and funding structure; and direct staff to proceed with implementation.

LIST OF SUPPORTING DOCUMENTS: Ordinance 2025-27 - Creation of a Downtown and Tourism Department, Lockhart EDC - Resolution No. 2025-17 - Supporting Creation of Downtown and Tourism Department

ORDINANCE NO. 2025-27

AN ORDINANCE CREATING THE CITY OF LOCKHART DOWNTOWN AND TOURISM DEPARTMENT, DEFINING ITS PURPOSES AND DUTIES, PROVIDING FOR CREATION OF AN ADVISORY BOARD, AUTHORIZING FUNDING FROM HOTEL OCCUPANCY TAX AND OTHER SOURCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Lockhart desires to have a Downtown and Tourism Department to promote and enhance tourism in Lockhart; and

WHEREAS, the City of Council of the City of Lockhart recognizes that tourism is a vital component of economic development, contributing to local business growth, job creation, and community vitality; and

WHEREAS, *Texas Tax Code Chapter 351* authorizes municipalities to impose and use Hotel Occupancy Tax (HOT) revenues only for activities that directly enhance and promote tourism and the convention and hotel industry; and

WHEREAS, the City Council finds it necessary to formally establish a **Downtown and Tourism Department** to administer tourism initiatives, ensure lawful use of HOT revenues, and advance economic growth through visitor attraction.

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

Sec 65-1. DOWNTOWN AND TOURISM DEPARTMENT

(a) There is hereby created a **Downtown and Tourism Department.**

(b) The Downtown and Tourism Department's purpose is to market the City of Lockhart as a visitor destination to increase both leisure and business travel to the area, promote conventions, meetings, tradeshows, sporting events, and other tourism-related events, and strengthen the hospitality industry in the area.

(c) The Department may include future divisions such as the **Convention & Visitors Bureau (CVB), Main Street Program**, and other tourism-related functions of the City of Lockhart.

Section 65-2. ORGANIZATION

(a) There is hereby created the position of Downtown and Tourism Director, or similar title, to oversee day-to-day operations of the Department. The City Manager shall appoint the Downtown and Tourism Director to serve at the pleasure of the City Manager, and the Director shall have such duties and responsibilities as may, from time to time, be delegated by the City Manager.

(b) Staff of the Department shall be employees of the City of Lockhart and subject to City personnel policies.

(c) The Department shall coordinate closely with the Economic Development department and other City departments as needed for event planning, facility use, and community initiatives.

Section 65-3. POWERS AND DUTIES

(a) The Downtown and Tourism Department shall:

a. Develop and implement marketing strategies to attract visitors, conventions, meetings, and events;

b. Manage tourism-related programs, including visitor information centers, websites, social media, and publications;

c. Collaborate with hotels, restaurants, cultural institutions, and event venues to promote tourism;

d. Recommend to City Council appropriate tourism-related capital projects, events, and partnerships;

e. Pursue grants, sponsorships, partnerships, and other funding sources to leverage City resources.

Section 65-4. TOURISM ADVISORY BOARD

(a) A **Tourism Advisory Board** is hereby created to advise the Downtown and Tourism Director and City Council on tourism-related policies, priorities, planning, and strategies.

(b) The Board shall consist of seven members appointed by the City Council, including representatives from the hotel, restaurant, retail, arts/cultural, and attractions sectors, plus at-large community members. The City Council may appoint a Council Member Liaison as a non-voting member of the Board. The Lockhart Economic Development Corporation (LEDC) may appoint a Board of Director Liaison as a non-voting member of the Board.

(c) Members shall establish bylaws.

(d) Members shall serve staggered two-year terms and comply with the Texas Open Meetings Act.

(e) The Board shall meet at least quarterly and provide an annual report to City Council.

Section 65-5. HOTEL OCCUPUANCY TAX

(a) The Downtown and Tourism Department is authorized to receive and expend Hotel Occupancy Tax revenues, grants, sponsorships, donations, and other legally available funds. The expenditure of these funds will be in accordance with Hotel Occupancy Tax Advisory Board recommendations and final approval of the City Council.

(b) All HOT expenditures shall comply with *Texas Tax Code Chapter 351* permissible uses, including advertising, promotion, convention center facilities, tourism facilities, and eligible historic preservation projects.

(c) The Department shall provide an annual Hotel Occupancy Tax financial and performance report to the City Council.

Section 65-6. ADMINISTRATION and FUNDING

(a) The Department shall maintain records of programs, expenditures, contracts, and performance measures in compliance with the Texas Public Information Act and City policy.

(b) The Department shall be funded by the City of Lockhart, with partial funding to be provided by the Lockhart Economic Development Corporation (LEDC), and Hotel Occupancy Tax (HOT) funds, as appropriated through the annual budget process.

Section 65-7. SEVERABILITY, REPEALER, EFFECTIVE DATE

(a) If any provision, section, clause, sentence or phrase of this Ordinance is for any reason held to be unconstitutional, void, invalid, or unenforceable, the validity of the remainder of this ordinance or its application shall not be affected, it being the intent of the City Council in adopting and approving this ordinance that no portion, provision, or regulation contained herein shall be inoperative or fail by any reasons of any unconstitutionality or invalidity of any other portion, provision or regulation.

(b) That all other ordinances, sections, or parts of ordinances heretofore adopted by the City of Lockhart in conflict with provisions set out above in this ordinance are hereby repealed or amended as indicated.

(c) This Ordinance shall take effect immediately upon passage and approval.

PASSED, APPROVED and ADOPTED on this **18th** day of **November**, **2025**, by the City Council of the City of Lockhart, Texas.

CITY OF LOCKHART

____

Lew White, Mayor

ATTEST: | APPROVED AS TO FORM:

______________________________ | ______________________________

Julie Bowermon | Bradford E. Bullock

City Secretary | City Attorney

RESOLUTION NO. 2025-17

A RESOLUTION OF THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION SUPPORTING AND ENDORSING THE CREATION OF A DOWNTOWN AND TOURISM DEPARTMENT, AUTHORIZING COORDINATION AND COST-SHARING WITH THE CITY OF LOCKHART, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Lockhart Economic Development Corporation ("LEDC") recognizes that tourism is an essential driver of local economic growth, generating business activity, job creation, and enhanced quality of life for residents; and

WHEREAS, Texas Local Government Code, Chapter 505, authorizes Type B economic development corporations to expend funds for projects that promote new or expanded business enterprises, including projects related to community development and tourism facilities; and

WHEREAS, Texas Tax Code Chapter 351 authorizes municipalities to impose and use Hotel Occupancy Tax (HOT) revenues only for activities that directly enhance and promote tourism and the convention and hotel industry; and

WHEREAS, the City Council of the City of Lockhart is considering adoption of Ordinance No. 2025-64, establishing a Downtown and Tourism Department t, defining its purposes and duties, providing for creation of an advisory board, and authorizing funding from Hotel Occupancy Tax and other sources; and

WHEREAS, the LEDC Board of Directors finds it in the best interest of Lockhart's economic development efforts to support, coordinate with, and, where appropriate, cost-share in the funding of the proposed Downtown and Tourism Department to advance tourism-related initiatives that are consistent with Chapter 505 and that demonstrably contribute to economic development; and

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

1. The Board of Directors hereby **endorses and supports** the creation of a Downtown and Tourism Department , as provided in proposed Ordinance No. 2025-27.
2. The LEDC Board directs its staff to coordinate with the City of Lockhart's Economic Development Department and Downtown and Tourism Department in implementing tourism-related initiatives, programs, and projects that promote local economic development.
3. The LEDC Board authorizes, subject to budget availability and compliance with Texas Local Government Code Chapter 505, **participation in cost-sharing or cooperative**

funding arrangements with the City of Lockhart for tourism-related marketing, events, facilities, and projects that demonstrably enhance economic development.

4. This Resolution shall be forwarded to the City Council of the City of Lockhart as an expression of the LEDC's support.

5. This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED by the Board of Directors of the Lockhart Economic Development Corporation on this 10th day of November 2025.

LOCKHART ECONOMIC DEVELOPMENT CORPORATION

Alan Fielder

Alan Fielder, Chairman

Attest:

Holly Malish

Holly Malish, Board Secretary

Approved as to form:

Brad Bullock, Board Attorney

Res No. 2025-17 Tourism

City of Lockhart, Texas

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COUNCIL MEETING DATE: November 18, 2025

AGENDA ITEM CAPTION: Discussion and/or action approving amended Lockhart Economic Development Corporation (LEDC) Bylaws.

ORIGINATING DEPARTMENT AND CONTACT: Economic Development - Holly Malish

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: The Lockhart Economic Development Corporation (LEDC) Bylaws were last amended and approved by the City Council in November 2020.

The LEDC Board of Directors and City staff formed a subcommittee to review the current bylaws, compare provisions from neighboring communities, and incorporate procedural updates reflecting organizational practices, statutory requirements under Chapters 501–505 of the Texas Local Government Code, and Council policy direction. The subcommittee met three times and recommended a comprehensive set of revisions.

The proposed amendments include the following:

Article I – Purpose and Powers
Clarifies Type B corporation status and updates statutory references under the Texas Local Government Code.

Article II – Board of Directors
Clarifies Board attendance standards, meeting procedures, and defines the Board's coordination with the City and establishes its responsibility for developing, implementing, and managing the City's economic development plan under Council oversight.

Article III – Officers
Formalizes the Executive Director role for daily administration and reporting.

Article IV – Functional Corporate Duties and Requirements
Codifies strategic planning requirements, updated reporting standards, and clarified fiscal and conflict-of-interest provisions.

Article V – Miscellaneous Provisions
Codifies City Council authority regarding organizational control.

Article VI – Effective Date and Amendments
Establishes a recurring five-year review requirement for bylaw updates.

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PROJECT SCHEDULE (if applicable):

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

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

- Council approved the last LEDC Bylaws amendment in November 2020.
- The original Bylaws were adopted in August 1996.

COMMITTEE/BOARD/COMMISSION ACTION: The proposed Bylaw amendments were reviewed and recommended for approval by the LEDC Board of Directors at the November 10th Board meeting.

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends approval of the amended Lockhart Economic Development Corporation Bylaws as presented.

LIST OF SUPPORTING DOCUMENTS: Amended Bylaws of Lockhart Economic Development Corporation - 11.18.25.FINAL, Resolution No. 2025-20 EDC Bylaws

BYLAWS OF
LOCKHART ECONOMIC DEVELOPMENT CORPORATION

ARTICLE 1
PURPOSE AND POWERS

Section 1. **Purpose.** The Corporation is incorporated for the purposes set forth in Article Four of its Articles of Incorporation, the same to be accomplished on behalf of the City of Lockhart, Texas (the "City") as its duly constituted authority and instrumentality in accordance with the Development Corporation Act, chapters 501 to 505 of the Texas Local Government Code, as amended, (hereinafter referred to as the "Act"), and other applicable laws.

Section 2. **Powers.** In the fulfillment of its corporate purpose, the Corporation shall be governed by Chapter 505 of the Act, as a Tvpe B Economic Development Corporation, and shall have all powers set forth and conferred in its Articles of Incorporation, in the Act, and in other applicable law, subject to the limitations prescribed therein and herein and to the provisions thereof and hereof.

ARTICLE II
BOARD OF DIRECTORS

Section 1. **Powers, Number and Term of Office.**

a. The property and affairs of the Corporation shall be managed and controlled by a Board of Directors (the "Board") under the guidance and direction of the Lockhart City Council and, subject to the restrictions imposed by law, by the Articles of Incorporation, and by these Bylaws the Board shall exercise all of the powers of the Corporation.

b. The Board shall consist of seven (7) directors, each of whom shall be appointed by and serve at the pleasure of the City Council (the "City Council") of the City. Each director shall occupy a place (individually, the "Place" and collectively, the "Places") as designated herein. Places 1-4 are designated for Councilmember Directors from Councilmember Districts 1 through 4 respectively. In the event that a particular Councilmember Director from said District is unable or unwilling to serve in the capacity as a Director, that Councilmember shall have the right to nominate a non-councilmember for approval and appointment. Places 5-7 are designated for Citizen Member Directors.

c. The directors constituting the first Board shall be those directors named in the Articles of Incorporation. Successor directors shall have the qualifications, shall be of the classes of directors, and shall be appointed to the terms set forth in the

Articles of Incorporation.

d. Directors appointed for terms of two (2) years each.

e. Any director may be removed from office by the City Council at will, with or without cause.

f. In the event of a vacancy on the Board, the position shall be filled by City Council according to the procedures established by City Council.

g. The Board shall elect a Chairman and Vice-Chairman.

Section 2. <u>Qualifications.</u>

a. The Directors shall hold such qualifications as required by State Law and as determined by the City Council, including all education and training requirements set forth in State Law, the Texas Comptroller, and City Council.

Section 3. <u>Meetings of Directors</u>.

a. The directors may hold their meetings at such place or places in the City as the Board may from time to time determine; provided, however, in the absence of any such determination by the Board, the meetings shall be held at the principal office of the Corporation as specified in Article V of these Bylaws.

b. Any director who is absent from any three consecutive regular meetings or any four non-consecutive regular meetings—of the Board during any twelve-month period, shall forfeit his or her office and the vacancy occurring shall be filled by the City Council. Special consideration can be granted for absences for good cause.

c. Any Director may request an item be placed on the agenda by delivering the same in writing to the Executive Director no later than ten (10) days prior to the date of the Board meeting.

Section 4. <u>Notice of Meetings</u>.

a. Regular meetings of the Board shall be held at such times and places as shall be designated from time to time by the Board. Special meetings of the Board shall be held whenever called by the Chairman of the Board, a majority of the directors, or by a majority of the City Council.

b. The executive director shall give three (3) business days' notice to each director of each regular or special meeting in person or by mail, telephone or by email. The executive director shall give at least two (2) hours notice to each director of each emergency meeting in person or by telephone or email. Unless otherwise indicated in the notice thereof, any and all matters pertaining to the purposes of the Corporation may be considered and acted upon at a special meeting.

c. Whenever any notice is required to be given to the Board, said notice shall be deemed to be sufficient if delivered to their home address in a sealed wrapper addressed to the person entitled thereto or by depositing same in a post office box in a sealed post-paid wrapper addressed to his or her post office address as it appears on the books of the Corporation, and such notice shall be deemed to have been given on the day of such mailing or delivery. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any businesses on the grounds that the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting need be specified in the notice of such meeting, unless required by the Board. A waiver of notice in writing, signed by the person or person entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Section 5. Open Meetings Act. All meetings and deliberations of the Board shall be called, convened, held, and conducted, and notice shall be given to the public, in accordance with the Texas Open Meetings Act, Government Code, Chapter 551.

Section 6. Quorum. A majority of the directors shall constitute a quorum to conduct official business of the Corporation. The act of a majority of the directors present at a meeting at which a quorum is in attendance shall constitute the act of the Board and of the Corporation, unless the act of a greater number is required by law, or is otherwise required within these Bylaws. A Director may not vote by proxy.

Section 7. Conduct of Business.

a. At the meetings of the Board, matters pertaining to the business of the Corporation shall be considered in accordance with rules of procedure as from time to time prescribed by the Board.

b. At all meetings of the Board, the Chairman of the Board shall preside. In the absence of the Chairman, the Vice Chairman shall preside.

c. The Chairman will be a voting member of the Board.

d. The Secretary of the Corporation shall act as secretary of all meetings of the Board, but in the absence of the secretary, the presiding officer may appoint any person to act as secretary of the meeting.

Section 8. **<u>Committees of the Board</u>.** The Board may designate two (2) or more directors to constitute an official committee of the Board to exercise such authority of the Board. It is provided, however, that all final, official actions of the Corporation may be exercised only by a quorum the Board. Each committee so designated shall keep regular minutes of the transactions of its meeting and shall cause such minutes to be recorded in books kept for that purpose in the principal office of the Corporation. No committee shall have independent authority to act or in the stead of the Board of Directors.

Section 9. **<u>Compensation of Directors</u>.** Directors shall not receive any salary or compensation for their services as directors. However, they shall be reimbursed for their actual expenses incurred in the performance of their official duties as directors.

Section 10. <u>BOARD'S RELATIONSHIP WITH THE CITY.</u> In accordance with state law, the Board shall be responsible for the proper discharge of its duties assigned herein. The Board shall determine its policies and directives within the limitations of the duties herein imposed by applicable laws, the Articles of Incorporation, these Bylaws, contracts entered into with the City, and budget and fiduciary responsibilities. Such policies and directives are subject to approval by the City Council. Any request for services made to the departments of the City shall be made by the Board or its designee to the City Manager. The City Manager may approve such requests for assistance from the Board when he or she finds such requested services are available with the City and that the Board has agreed to reimburse the City for the cost of such services so provided.

Section 11. <u>GENERAL DUTIES OF THE BOARD</u>

1. The board shall develop, or cause to be developed, and economic development plan for the City that shall include and set forth short- and long-term goals that the Board deems necessary to accomplish in compliance with its economic development plan. Such plan shall be approved by the City Council of the City of Lockhart. The economic development plan developed by the Board shall be one that includes the following elements
   a. An economic development strategy to permanently bolster the business climate throughout the city
   b. Strategies to fully utilize the assets of the city that enhance economic development
   c. Identification of strategies to coordinate public, private and academic resources to develop and enhance business opportunities for all citizens of Lockhart
   d. Assurance of accountability of all tax moneys and all other funds received and expended by the corporation for its implementation of an economic development plan
   e. Provisions for identification and implementation of identified strategies for direct economic development as defined in this section.

2. The board shall review the economic development strategic plan annually to ensure that said plan is up to date with the current economic climate and is capable of meeting Lockhart's current economic development needs
3. The board shall expend, in accordance with state law, the tax funds received by it on direct economic development where such expenditures will have a direct benefit to the citizen of Lockhart. As used in this article, "direct economic development" shall mean the expenditure of such the funds for programs that directly accomplish or aid in the accomplishment of crating identifiable new jobs or retaining identifiable existing jobs including job training and/or planning and research activities necessary to promote said job creation. The corporations focus will be primarily in the areas of:
    1. Business development
    2. Workforce Development
    3. Infrastructure Development
    4. Facility Development
4. The Corporation may, with approval from City Council, contract with the City of Lockhart, or with another entity for management services. The board may plan and direct its work through a designated employee of the City of Lockhart, or other contractual entity, who will be charged with the responsibility of carrying out the Corporations plan and program as adopted by the Board.

ARTICLE Ill
OFFICERS

Section 1. **Titles and Terms of Office**.

a. The officers of the Corporation shall be the chairman and vice-chairman of the Board of Directors, a president, a vice president, a secretary and a treasurer, and such other officers as the Board may from time to time elect or appoint. Terms of office for the chairman and vice-chairman shall be one (1) year with the right of an officer to be re-appointed.

Section 2. **Powers and Duties of the President.** The president shall be the chief operating/executive officer of the Corporation, and, subject to the authority of the Board, the president shall be in general charge of the properties and affairs of the Corporation, and execute all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments in the name of the Corporation. The City Manager of the City of Lockhart shall be president.

Section 3. **Vice President.** The vice president shall have such powers and duties as may be prescribed by the Board and shall exercise the powers of the president during that officer's absence or inability to act, in their respective order. Any action taken by the vice president in the performance of the duties of the president shall be conclusive evidence by the absence or inability to act of the president at the time such action was taken. The City Manage of the City of Lockhart shall designate an appropriate City employee to be vice-president

Section 4. **Treasurer.** The treasurer shall have the responsibility to see to the handling, custody, and security of all funds and securities of the Corporation in accordance with these bylaws. When necessary or proper, the treasurer may endorse and sign, on behalf of the Corporation, for collection or issuance, checks, notes, and other obligations in or drawn upon such bank, banks, or depositories as shall be designated by the Board consistent with these Bylaws. The treasurer shall see to the entry in the books of the Corporation full and accurate accounts of all monies received and paid out on account of the Corporation. The treasurer shall, at the expense of the Corporation, give such bond for the faithful discharge of his/her duties in such form and amount as the Board or the City Council may require. The City Manager of the City of Lockhart shall designate an appropriate City employee to be treasurer. All check writing authority will follow all applicable City policies concerning authorizations, signatures and disbursements.

Section 5. **Secretary.** The secretary shall keep the minutes of all meetings of the Board in books provided for that purpose, shall give and serve all notices, may sign with the president in the name of the Corporation, and/or attest the signature thereto, all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments of the Corporation, shall have charge of the corporate books, records, documents and instruments, except the books of account and financial records and securities, and such other books and papers as the Board may direct, all of which shall at all reasonable times be open to public inspection upon application at the office of the Corporation during business hours, and shall in general perform all duties incident to the office of secretary subject to the control of the Board. The City Manager of the City of Lockhart shall designate an appropriate City employee to be secretary.

Section 6. Legal counsel shall be the attorney for the City and he or she shall recommend any other attorney needed by the Corporation.

Section 7. **Compensation.** Officers who are members of the Board shall not receive any salary or compensation for their services, except that they shall be reimbursed for their actual expenses incurred in the performance of their official duties as officers.

Section 8. **Executive Director.** The executive director shall have responsibility for all day-to-day activities of the Corporation, including periodic updates to City Council, and shall be responsible for all applicable administrative requirements of its Article of Incorporation, these Bylaws, and the Act as amended. The Director of Economic Development of the City of Lockhart shall be executive director. The executive director is subject to the guidelines and purchasing authority as set for in the City of Lockhart's Purchasing Policy.

ARTICLE IV
FUNCTIONAL CORPORATE DUTIES AND REQUIREMENTS

Section 1. Lockhart Capital Improvement Plan.

a. It shall be the duty and obligation of the Board to assist in the financing and implementation of the Lockhart Capital Improvement Plan as adopted by the City of Lockhart.

b. In carrying out its obligations under subsection (a), the Corporation shall be authorized to establish an enterprise fund for approved projects pursuant to the Lockhart Capital Improvement Plan. Proceeds in said enterprise fund shall be transferred to the City's appropriate fund or funds for the purposes of debt service under certificates of obligation issued pursuant to the Lockhart Capital Improvement Plan as adopted by the City Council, on projects not inconsistent with Proposition Ten passed by the voters of the City of Lockhart on May 4, 1996, and not inconsistent with the Act.

c. The Board shall periodically submit reports to the City Council as to the status of its activities in carrying out its obligations under this Section.

d. Any and all agreements between the Corporation and other parties shall be authorized, executed, approved, and delivered in accordance with applicable law.

Section 2. Multi-Year Financial Plan (the "Plan"). Prior to the beginning of the Fiscal Year, the president will submit a Multi-year Financial Plan to the City Council for approval. The Plan will detail the utilization, investment and expenditure of funds and Debt scheduling for the Corporation. The Plan will serve as the financial guide for the corporation. The Board will approve the plan prior to the adoption of the Corporations' fiscal budget.

Section 3. Annual Corporate Budget. Prior to the commencement of each Fiscal Year of the Corporation, the Board shall adopt a proposed budget of expected revenues from sources set out in Section 6 of this article and proposed expenditures for the next ensuing fiscal year. The budget shall contain such classifications and shall be in such form as may be prescribed from time to time by the City Council. The president shall submit the budget to the City Council for approval prior to submittal to the Board for final adoption. The projection of revenues and all expenditures in the annual corporate budget will follow the guidelines outlined in the Multi-Year Financial Plan as adopted by the Board and the City Council. The budget will include administrative overhead, expenses and debt service.

Section 4. Books. Records. Audits.

a. The Corporation shall keep and properly maintain, in accordance with generally accepted accounting principles, complete books, records, accounts, and financial statements pertaining to its corporate funds, activities, and affairs.

b. At the direction of the City Council, the books, records, accounts, and financial statements of the Corporation may be maintained for the Corporation by the accountants, staff and personnel of the City.

c. The Corporation, or the City of the option described in subsection (b) is selected, shall cause it books, records, accounts, and financial statements to be audited at least once each fiscal year by an outside, independent, auditing and accounting firm selected by the City Council and approved by the Board. Such an audit shall be at the expense of the Corporation.

Section 5. Deposit and Investment of Corporation Funds.

a. All proceeds from loans or from the issuance of bonds, notes, or other debt instruments ("Obligations") issued by the Corporation shall be deposited and invested as provided in the resolution, order, indenture, or other documents authorizing or relating to their execution or issuance.
b. (b) Subject to the requirements of contracts, loan agreements, indentures or other agreements securing Obligations, all other monies of the Corporation, if any, shall be deposited, secured, and/or invested in the manner provided for the deposit, security, and/or investment of the public funds of the City. The Board, with City Council approval, shall designate the accounts and depositories to be created and designated for such purposes, and the methods of withdrawal of funds therefrom for use by and for the purposes of the corporation upon the signature of its treasurer and such other persons as the Board designates. The accounts, reconciliation, and investment of such funds and accounts shall be performed by the Department of Finance of the City.

Section 6. Expenditures of Corporate Money. The monies of the Corporation, including but not limited to, the sales and use taxes collected pursuant to Chapter 505 of the Act and the proceeds from the investment of funds of the Corporation, the proceeds from the sale of property, and the proceeds derived from the sale of Obligations, may be expended by the Corporation for any of the purposes authorized by the Act, subject to the following limitations:

a. Expenditures from the proceeds of Obligations shall be identified and described in the orders, resolutions, indentures, or other agreements submitted for the approval by the City Council prior to the execution of loan or financing agreements or the sale and delivery of the Obligations to the purchasers thereof required by Section 7 of this Article;

b. Expenditures that may be made from a fund created with the proceeds of Obligations, and expenditures of monies derived from sources other than the proceeds of Obligations may be used for the purpose of financing or otherwise providing one or more "Projects", as defined in Chapter 505 of the act. Expenditures shall be detailed in the Corporation's annual budget as approved by City Council and Board resolutions;

c. All proposed expenditures shall be made in accordance with and shall be set forth in the Corporation's annual budget required by Section 3 of this Article or in contracts meeting the requirements of Section 1(d) of this Article.

Section 7. **UNCOMMITTED FUNDS**

a. Any uncommitted funds of the Corporation at the end of the fiscal year shall be considered a part of the Fund Balance.

b. The undesignated fund balance may be committed for any legal purpose provided the Corporation's Board of Directors and the City Council both approve such commitment. This may include the establishment of a Permanent Reserve Fund which shall be accumulated for the purpose of using the interest earnings of such fund to finance the operation of the Corporation.

Section 8. **Issuance of Obligations.** No obligations, including refunding obligations, shall be authorized or sold and delivered by the Corporation unless the City Council shall approve such obligations by action taken prior to the date of sale of the obligations.

Section 9. **Reports.** The Board shall prepare, or cause to be prepared, the following reports:

Annual Report: The Board shall present an annual report to the City Council and shall discharge this requirement by reporting to the City Council in the following manner:

1. The Board shall make a detailed report to the City Council once a year, no later than November 30th of each year. Such report shall include, but not shall be limited to, the following:
   i. A review of all expenditures by the Board in connection with their activities involving direct economic development as defined in this article, together with a report on all other expenditures made by the Board
   ii. A review of the accomplishments of the Board in the area of direct economic development

iii. The policies and strategies followed by the Board in relation to direct economic development together with new or proposed changes in said policies and strategy.
iv. A review of the activities of the Board for the budget year addressed in an annual report, together with any proposed changes in an activity as or activities related to direct economic development
v. A review of the activities of the Board in areas of endeavor other than direct economic development together with any proposed changes in such activities.

QUARTERLY REPORTS

The Corporation or City staff shall prepare a quarterly activity report detailing the projects and work accomplished during the previous quarter. This report shall be submitted to the Board and City Council by the 15th day of the month following the end of each quarter.

STATE COMPTROLLER REPORT

Treasurer shall submit to the State Comptroller's Office a report in the form required by the Comptroller by the date required by the Comptroller.

Section 10. STRATEGIC PLAN

a. It shall be the duty and obligation of the Board to research, develop, prepare, finance, and implement a Strategic Plan.
b. In carrying out its obligations under subsection (a), the Corporation shall be authorized to exercise all rights and powers granted under the Act, including, but not limited to section 48 thereof, subject to the terms of the "Project Strategic Plan", and with the objective and for the purpose of developing and diversifying the economic, recreational, educational and cultural aspects of the City.
c. The Board shall submit reports to the City Council in conjunction with the quarterly report as to the status of its activities in carrying out its obligations under this Section.
d. Any and all agreements between the Corporation and other parties shall be authorized, executed, approved, and delivered in accordance with applicable law.

Section 11. CONFLICT OF INTEREST; LOANS

A. A contract of transaction between the Corporation and a director or officer, or the Corporation and another organization in which a director or officer has a financial interest is not void or voidable solely because the director or officer is present at or participates in the meeting of the Board that authorizes the contract or transaction, or solely because the director's or officer's vote is counted for the purpose, if one of the following is satisfied:
   (1) The material facts as to the relationship or interest and as to the contract or transaction are disclosed or are known to the Board, and the Board in good faith and with ordinary care authorizes the contract or transaction by affirmative vote of

a majority of the disinterested directors and officers, even though the disinterested directors and officers are less than a quorum;

(2) The material facts as to the relationship or interest as to the contract or transaction are disclosed or are known to the directors or officers entitled to vote on the contract or transaction, and the contract or transaction is specifically approved in good faith and with ordinary care by vote of the disinterested directors and officers; or

(3) The transaction is fair to the Corporation when it is authorized, approved, or ratified by the Board.

B. No loan shall be made by the Corporation to its directors or a business owned by a director.

ARTICLE V
MISCELLANEOUS PROVISIONS

Section 1. **Principal Office.**

(a) The principal office and the registered office of the Corporation shall be the registered office of the Corporation specified in the Articles of Incorporation.

(b) The Corporation shall have and shall continually designate a registered agent at its office as required by the Act.

Section 2. **Fiscal Year.** The fiscal year of the Corporation shall be the same as the fiscal year of the City.

Section 3. **Seal.** The Seal of the corporation shall be determined by the Board of Directors.

Section 4. **Resignations.** Any director or officer may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or, if no time is specified, at the time of its receipt by the Secretary. The acceptance of resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

Section 5. **Approval or Advice and Consent of the City Council.** To the extent that these Bylaws refer to any approval by the City or refer to advice and consent by the City Council, such advice and consent shall be evidenced by one of the following; resolution, minute order or motion duly approved by the City Council.

Section 6. **Services of City Staff and Officers.** Subject to the authority of the City Manager under the Charter of the City, the Corporation shall utilize the services and the staff employees of the City. All requests for staff time or inquiries of Staff will be requested through the City Manager's Office. The Corporation shall pay reasonable compensation to the City for such services, and the performance of such services does not materially interfere with the other duties of such personnel of the City.

Section 7. Indemnification of Directors. Officers and Employees.

(a) As provided in the Act and in the Articles of Incorporation, the Corporation is, for the purposes of the Texas Tort Claims Act (Subchapter A, Chapter 101, Texas Civil Practices and Remedies Code), a governmental unit and its actions are governmental functions.

(b) The Corporation shall indemnify each and every member of the Board, its Officers and its employees, and each member of the City Council and each employee of the City, to the fullest extent permitted by law, against any and all liability or expense, including attorneys fees, incurred by any of such persons by reason of any actions or omissions that may arise out of the function and activities of the Corporation. The attorney for the Corporation is authorized to provide a defense for members of the Board, officers, and employees of the Corporation.

Section 8. Organizational Control

The City Council at its sole discretion, and at any time, may alter or change the structure, organization or activities of the Corporation (including the termination of the Corporation), subject to any limitation on the impairment of contracts entered into by such Corporation. The foregoing notwithstanding, the City at all times during which any indebtedness of the Corporation, the interest on which is exempt from federal income taxation, remains outstanding, will maintain a beneficial interest in the Corporation.

ARTICLE VI

EFFECTIVE DATE, AMENDMENTS

Section 1. Effective Date. These Bylaws shall become effective upon the occurrence of the following events:

(1) the approval of these Bylaws by the City Council; and

(2) the adoption of these Bylaws by the Corporation Board.

Section 2. Amendments to Articles of Incorporation and Bylaws. The Articles of Incorporation of the Corporation and these Bylaws may be amended only in the manner provided in the Articles of Incorporation and the Act.

Section 3. Review and amendments should be conducted once every 5 years, at minimum.

CERTIFICATE OF EXECUTIVE DIRECTOR

I certify that I am the executive director of the Lockhart Economic Development Corporation and the foregoing Bylaws constitute the Bylaws of the Corporation. These Bylaws were duly adopted at a meeting of the Board of Directors held on this the ___day of ________, 2025, as approved by the City Council of the City of Lockhart, Texas, at a meeting held on the 18th day of November 2025.

____

Executive Director,
Lockhart Economic Development Corporation

RESOLUTION NO. 2025-20

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION ADOPTING UPDATED BYLAWS AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Lockhart Economic Development Corporation (the "Corporation") was created and operates pursuant to Chapters 501 and 505 of the Texas Local Government Code (the "Act"); and

WHEREAS, the Corporation previously adopted bylaws governing its structure, powers, and operations, which were approved by the City Council of the City of Lockhart, Texas (the "City Council"); and

WHEREAS, the Board of Directors of the Corporation (the "Board") has reviewed and determined it necessary and appropriate to update the bylaws to reflect current law, City policy, and best practices in governance; and

WHEREAS, the bylaws have been amended by the Board, and the amended bylaws are attached as Exhibit A, and will be submitted to the City Council for review and approval in accordance with Article VI of the bylaws and the requirements of the Act;

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

1. The Board hereby adopts the amended **Bylaws of the Lockhart Economic Development Corporation**, as presented to the Board on this date.
2. The Board directs that these amended bylaws be submitted to the City Council of the City of Lockhart for approval in accordance with law.
3. Upon approval by the City Council, the amended bylaws shall be effective immediately and shall supersede and replace any prior bylaws of the Corporation.
4. The officers of the Corporation are authorized and directed to take all steps necessary to carry out the intent of this Resolution.

PASSED, APPROVED, AND ADOPTED this ___ day of __________, 2025, by the Board of Directors of the Lockhart Economic Development Corporation.

SIGNATURE PAGE TO FOLLOW

LOCKHART ECONOMIC DEVELOPMENT CORPORATION

Alan Fielder

Alan Fielder, Chairman

Attest:

Holly Malish

Holly Malish, Board Secretary

Approved to as form:

Brad Bullock, Board Attorney

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: November 18, 2025

AGENDA ITEM CAPTION: Discussion and/or action regarding the selection of Mayor Pro-Tem of the Lockhart City Council as required by Section 3.05 of the City Charter.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Julie Bowermon

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION:
Section 3.05 of the Lockhart City Charter requires that *after an election, the Council elect one of its number Mayor Pro-Tem and he/she shall perform all the duties of the Mayor in the absence or disability of the Mayor*. The Mayor Pro-Tem selected on November 18, 2025 would serve through November 2026.

The City of Lockhart is scheduled to hold an election for Councilmembers in 2026. Following the canvassing of the 2026 election, Council would again elect a Mayor Pro-Tem.

PROJECT SCHEDULE (if applicable): N/A

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: N/A

COMMITTEE/BOARD/COMMISSION ACTION: N/A

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

LIST OF SUPPORTING DOCUMENTS: City Charter - Mayor Pro-Tem provisions , .

Sec. 3.05. Mayor pro tem.

The city council, at its first meeting after election of councilmembers, shall elect one of its number mayor pro tem, and s/he shall perform all the duties of the mayor in the absence or disability of the mayor.

(Ord. No. 07-59, Exh. B, 11-15-07)

Lockhart
TEXAS

2022-2023 Strategic Work Plan

The Strategic Planning Process

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

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

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

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

Day One – Management Team

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

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

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

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

Mission of Lockhart Management Team

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

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

Start – Stop – Continue

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

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

Start

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

Stop

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

Continue

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

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

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

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

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

Day Two – City Council

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

Expectations – City Council

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

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

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

City of Lockhart Vision:

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

Source: Lockhart 2020 Comprehensive Plan

Goal #1: City Facilities

Goal #2: Human Resources/ Staffing

Goal #3: Parks & Recreation

Goal #4: Infrastructure

Goal #5: Modernization & Communications

Goal #6: Development & Quality of Life

Goal #7: Revenue Sustainability

2022-2023 Goals:

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

Goal #1: City Facilities
To begin planning for new city facilities and offices.

Goal #2: Human Resources/Staffing
To enhance our HR services to ensure Lockhart remains a competitive employer.

Goal #3: Parks & Recreation
To develop the Parks & Recreation program and services.

Goal #4: Infrastructure
To enhance physical infrastructure and branded wayfinding throughout Lockhart.

Goal #5: Modernization & Communications
To modernize our in-house and online technology, systems, and communications to serve residents more efficiently and tell the Lockhart story.

Goal #6: Development & Quality of Life
To continually improve the quality of life and employment opportunities of the people of Lockhart.

Goal #7: Revenue Sustainability
To ensure the long-term financial health and sustainability of the City of Lockhart.

Goal #1: City Facilities

To begin planning for new city facilities and offices.

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

Goal #2: Human Resources/Staffing

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

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

Goal #3: Parks & Recreation

To develop the Parks & Recreation program and services.

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

Goal #4: Infrastructure

To enhance physical infrastructure and branded wayfinding throughout Lockhart.

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

Goal #5: Modernization & Communications

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

5.1 PIO (Public Information Officer) to secure proposals for a new website design including:

- Online forms and application portals (permitting, employment, variance requests, etc.)
- Must be mobile responsive platform
- Ensure ease of use and innovative utility of site
- Include a portal to the Lockhart Economic Development Corporation website

5.2 Hire a consultant to 1) build a survey to ask the public what information they seek to find on the City of Lockhart website and 2) compare Lockhart website to other communities with high utilization of an innovative website

5.3 Streamline application processes of permits, developer proposals, engineering, employment, etc. to be placed on website (see 5.1)

5.4 Verify internet access at all City facilities

Goal #6: Development & Quality of Life

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

6.1 Consider proposed sidewalk ordinance
6.2 Facilitate/incentivize more housing options including:
- Rental housing options
- Workforce housing options
- Higher-income housing
- Infill/revitalized housing within centers of commerce (existing or planned)
- Senior/retiree housing

6.3 Continue to promote family-friendly events in Downtown
6.4 Encourage higher development standards (within state legislature contraints) 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
Jeffry 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

Facilitated by Opportunity Strategies LLC

Lockhart
TEXAS

City of Lockhart

2020-2021 Strategic Priorities

Prepared by:

Opportunity Strategies LLC