

PUBLIC NOTICE

AGENDA

LOCKHART CITY COUNCIL

December 16, 2025

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

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

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

DISCUSSION ONLY

- A. Presentation on the Lift Fund Buy-Down Interest Program for Small Business. **4-12**
- B. Presentation on the Tesla Manufacturing Development Program for local workforce development. **13-21**
- C. Discussion regarding a Speed Cushion/Traffic Calming Policy regarding pedestrian and traffic safety on residential streets. **22-33**
- D. Discussion regarding Ordinance 2025-29 adding Section 50-43 to Article II "Excavations and Safety in Public Rights-of-Way" in Chapter 50 "Streets, Sidewalks and Other Public Places" to the Code of Ordinances to require License Agreements for broadband services placed in public Rights-of-Way. **34-50**
- E. Discussion regarding nomination of Massimo Gerosa to the Lockhart Economic Development Corporation by Mayor Lew White for a term to expire in November 2026. **51-55**
- F. Discussion regarding nomination of Kara McGregor to the Lockhart Economic Development Corporation by Mayor Pro-Tem Jeffry Michelson for a term to expire in November 2026. **56-60**

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. DISCUSSION/ACTION ITEMS

- A. Discussion and/or action to adopt a Speed Cushion/Traffic Calming Policy regarding pedestrian and traffic safety on residential streets. 61-72
- B. Discussion and/or action regarding Ordinance 2025-29 adding Section 50-43 to Article II "Excavations and Safety in Public Rights-of-Way" in Chapter 50 "Streets, Sidewalks and Other Public Places" to the Code of Ordinances to require License Agreements for broadband services placed in public Rights-of-Way. 73-89
- C. Discussion and/or action regarding nomination of Massimo Gerosa to the Lockhart Economic Development Corporation by Mayor Lew White for a term to expire in November 2026. 90-94
- D. Discussion and/or action regarding nomination of Kara McGregor to the Lockhart Economic Development Corporation by Mayor Pro-Tem Jeffry Michelson for a term to expire in November 2026. 95-99

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

- New Assistant City Manager set to start January 2026.
- Update on future indoor recreation center.
- Update on Request for Proposals for solid waste and recycling collection services.
- Public Works will provide live Christmas tree recycling for residents.
- City offices closed on December 24 & 25 in observance of Christmas holidays and January 1 in observance of New Year's holiday.

6. COUNCIL AND STAFF COMMENTS - ITEMS OF COMMUNITY INTEREST

7. 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 Development Agreement with Spencewood, Inc., Denise Melde, and Delan Decker for Hillwood Enterprise's proposed master planned community on approximately 1,110 acres to be located east of U.S. 183 and west of Dry Creek Road.

8. EXECUTIVE SESSION IN ACCORDANCE WITH THE PROVISIONS OF THE GOVERNMENT CODE, TITLE 5, SUBCHAPTER D, SECTION 551.071, PRIVATE CONSULTATION WITH ITS ATTORNEY TO SEEK ADVICE ABOUT LEGAL MATTERS SUBJECT TO ATTORNEY/CLIENT PRIVILEGE.

- A. Receipt of legal advice from City's employment counsel regarding "meet and confer" and civil service under Chapter 142, 143 et seq. of the Texas Local Government Code.
- B. Receipt of legal advice from City Attorney regarding City Council vacancies and process for filling of same.

9. OPEN SESSION

- A. Discussion and/or action regarding proposed Development Agreement with Spencewood, Inc., Denise Melde, and Delan Decker for Hillwood Enterprise's proposed master planned community on approximately 1,110 acres to be located east of U.S. 183 and west of Dry Creek Road.
- B. Discussion and/or action regarding receipt of legal advice from City's employment counsel regarding "meet and confer" and civil service under Chapter 142, 143 et seq. of the Texas Local Government Code.
- C. Discussion and/or action regarding receipt of legal advice from City Attorney regarding City Council vacancies and process for filling of same.

10. ADJOURNMENT

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

Posted on the bulletin board in the Municipal Building, 308 West San Antonio Street, Lockhart, Texas, on December 10, 2025 at 4:30 p.m.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: December 16, 2025

AGENDA ITEM CAPTION: Presentation on the Lift Fund Buy-Down Interest Program for Small Business.

ORIGINATING DEPARTMENT AND CONTACT: Economic Development - Holly Malish

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: The LEDC Board has approved participation in the LiftFund Interest Buy Down Program, a partnership designed to expand access to affordable capital for small businesses within the Lockhart city limits. LiftFund, a nonprofit lender with extensive experience supporting Texas entrepreneurs, will administer the program.

The program establishes a \$50,000 interest buy down fund to reduce borrowing costs on loans of up to \$15,000 for eligible startups and existing businesses. For every \$1 contributed by the LEDC, LiftFund is able to lend approximately \$4, meaning the LEDC's \$50,000 investment can support up to \$200,000 in lending capital for Lockhart businesses. LiftFund will manage underwriting, verification, servicing, and technical assistance. The program is expected to improve cash flow, support business growth, and generate or retain approximately 15 local jobs.

The program will begin in FY 2025-26 and will operate until funds are fully deployed, with LiftFund assisting applicants and providing quarterly activity reports. Marketing will include social media, informational materials, and outreach to community partners.

This initiative directly supports LEDC's strategic priorities, including improving access to capital identified in the 2023 Strategic Plan Refresh and advancing the 2025–2026 goals for Business Retention and Expansion and Downtown and Small Business Development. Staff will provide a presentation with additional detail.

PROJECT SCHEDULE (if applicable): Beginning in 2026, the program will be marketed to local small business shops via flyers and social media.

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

City of Lockhart, Texas

Council Agenda Item Cover Sheet

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION: The LEDC Board adopted the program at the August 11, 2025 meeting.

STAFF RECOMMENDATION/REQUESTED MOTION: No recommendation is needed

LIST OF SUPPORTING DOCUMENTS: Lift Fund Resolution 2025-10, City of Lockhart
Proposal - Lift Fund

RESOLUTION NO. 2025-10

A RESOLUTION OF THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION APPROVING A FUNDING AGREEMENT BETWEEN THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION AND LIFTFUND, INC. FOR THE PURPOSE OF ADMINISTERING AN INTEREST BUY-DOWN PROGRAM FOR SMALL BUSINESSES WITHIN THE CITY LIMITS OF LOCKHART; AUTHORIZING THE USE OF FUNDS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Lockhart Economic Development Corporation ("Lockhart EDC") is a Type B Economic Development Corporation authorized under Chapter 505 of the Texas Local Government Code and is dedicated to promoting economic growth and opportunity in the City of Lockhart; and

WHEREAS, LiftFund Inc. is a non-profit lending organization that supports small businesses through capital and technical assistance; and

WHEREAS, the Lockhart EDC has identified the need to reduce the cost of capital for small businesses located or relocating within the city limits of Lockhart through an Interest Buy-Down Program (the "Program"); and

WHEREAS, the Lockhart EDC and LiftFund Inc. ("LiftFund") desire to enter into a Funding Agreement (the "Agreement") whereby Lockhart EDC will provide funding in the amount of Fifty Thousand Dollars (\$50,000) to LiftFund to support up to Two Hundred Thousand Dollars (\$200,000) in loan volume to eligible small businesses at a 0% interest rate; and

WHEREAS, the Program shall operate in accordance with the terms of the Agreement, including LiftFund's administration of underwriting, loan servicing, reporting, and eligibility verification for participating businesses; and

WHEREAS, the Lockhart EDC finds that the Program aligns with the City's goals of supporting economic development, increasing access to capital for small businesses, and strengthening the local economy;

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

Section 1. The recitals set forth above are true and correct and are incorporated as if fully set forth herein.

Section 2. The Lockhart EDC hereby approves the Funding Agreement between the Lockhart Economic Development Corporation and LiftFund, Inc. for the implementation and administration of the Interest Buy-Down Program and

authorizes the President or Director of the Lockhart EDC to execute the Agreement and any related documents, and to take any and all necessary actions to implement the Program consistent with the Agreement attached hereto as Exhibit A and incorporated herein by this reference.

Section 3. The Lockhart EDC authorizes the use and payment of Fifty Thousand Dollars (\$50,000) to LiftFund Inc. for the purposes outlined in the Agreement.

Section 5. This Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED this ____ day of August, 2025, by the Lockhart EDC of the City of Lockhart, Texas.

Lockhart EDC

By: Alan C. Fielder

Alan Fielder, Chairman

ATTEST:

By: Holly Malish
Holly Malish, Secretary

APPROVED ASTO FORM:

By: Brad Bullock
Brad Bullock, Attorney



DREAM IT. FUND IT.

2025

Interest Buy Down Program



The Interest Buy Down Program (IBDP) provides small business owners with a reduced interest rate loan to solve two of the biggest challenges facing small businesses: capital and cash flow. The interest rate buy down enables LiftFund to offer loans to borrowers in Lockhart with reduced interest rates and makes access to additional capital more affordable.

Reduced interest loans significantly lower a borrower's credit costs over the life of the loan and allow for increased savings for the borrower. This reduction in the cost of a loan also enables LiftFund to: (1) provide loans to small business owners who would not otherwise qualify for business financing and (2) offer an increased loan amount with better cash flow. The infusion of capital to these businesses increases their total economic activity and facilitates the creation of new jobs and better outcomes for small business economic development.

LiftFund's IBD Program History

LiftFund has been serving small businesses in Texas since 1994. To date, we have provided nearly 30,000 loans, with more than \$7 billion in economic impact for the communities we serve. This has enabled businesses to create and retain over 100,000 jobs.

LiftFund's current IBD programs in Corpus Christi (13 years), McAllen (10 years), and San Antonio (9 years) show success through the amount of capital deployed, jobs created and retained. Since 2016, LiftFund has lowered interest rates for 1,841 small businesses, providing more than \$83 million in capital through our Interest Buy Down programs. Through this fund, these small businesses have created and retained more than 12,000 jobs. The economic impact in these communities has exceeded \$578 million.

How It Works

By creating an interest buy down program, small businesses gain what they need most – affordable access to capital. A small business loan is approved based on LiftFund's credit criteria. If the business is in the City of Lockhart, LiftFund will reduce the rate it would qualify for based on a zero percent interest rate reduction from the prevailing rate at the time of loan origination. For every \$1 the City of Lockhart provides for an interest buy down program, LiftFund can provide \$4 in lending capital. This creates affordable access to capital, a common barrier to growth and sustainability for many business owners.

Small businesses are strong drivers of economic development and make up more than half of the business community in Lockhart. By allowing LiftFund to provide more affordable capital along with the technical assistance all our clients receive from our expert Business Advisors and Business Development Officers, the City of Lockhart's small business community will have the resources it needs to thrive and be resilient in the face of uncertain economic factors. An interest buy down program can be a valuable resource as the city looks to the future health and growth of its economy.

Impact on the Community

Over the last 30 years, LiftFund has provided coaching to small businesses to ensure their financial well-being. LiftFund has achieved a 96% repayment rate on loans made to entrepreneurs and small businesses. Additionally, our data shows that our interest buy down programs not only provide access to capital, but actually make that capital more affordable, resulting in the following impactful outcomes for small businesses:

- 1) improved credit scores of participants;
- 2) increased jobs created and retained;
- 3) increased business income; and
- 4) increased business readiness for traditional commercial financing opportunities.

Studies show that for every \$1 LiftFund lends, there is a \$14 impact on the community. Consequently, an Interest Buy down Program would ensure the City of Lockhart have significant and positive economic impact on the community and support its culture and identity.

Scope of Work

Program Description

The City of Lockhart's Small Business Interest Buy down Program aims to provide access to affordable capital for small businesses operating within the Lockhart city limits with a \$50,000 interest buy down fund. The program works by subsidizing a portion of the interest payments on qualifying business loans with a maximum amount of \$15,000; effectively reducing the overall interest rate and monthly loan payments for eligible small businesses.

Loan Eligibility

- Business can be a startup or an established business (one that has been open for at least 6 months)
- Must be in good standing with creditors
- Loans are limited to businesses located within the Lockhart city limits
- Business existence will be verified using LiftFund's current process
 - o Smartlinx Report
 - o Entity documents verified with the Secretary of State
 - o Copies of an Assumed Business Name filed with the County

Capacity to service the loan will be verified using the current LiftFund practice for capacity verification.

Loan Terms

- Loans up to \$15,000
- The maximum interest rate of 14.5% before the reduced interest buy down is applied. The interest rate is set at a maximum of 14.5% then a buy down on the borrower's cost will be applied to reduce the rate to 0%, as long as the interest buy down funds are available.
- Up to 5% commitment fee
- Terms are based on loan size

Metrics and Milestones

LiftFund's objectives for this project are:

1. Aspire to provide 10 eligible small businesses in Lockhart with affordable capital allowing them to strengthen and grow their business **based on an average loan amount of \$15,000.**
2. To provide \$200,000 in capital to support lending through the IBD program.
3. Create and/or retain at least 15 jobs through this program.
4. Reduce current interest rates to 0% with a \$50,000 interest buy down fund for eligible Lockhart small businesses.

LiftFund's compliance team utilizes our customized Microsoft Dynamics Customer Relationship Management (CRM) system to regularly measure and evaluate program deliverables. This system tracks the number of small businesses created/assisted, number of jobs generated/retained, number and dollar amount of loans disbursed, and the type and amount of technical assistance provided through workshops and one-on-one consultations.

In the CRM, each small business client is tracked by a unique identifier which ensures they are counted one time no matter how many different services they receive. If a client has received LiftFund services in the past, the CRM system will ensure that clients are not double counted when reporting program outcomes for this project.

Quarterly reports will be provided to the City of Lockhart on loans disbursed which will be reviewed and evaluated to measure program funding deployment. Adjustments to project strategies will be made if needed based on the results of these program evaluations.

Evaluation

The evaluation plan is to document and track deployment of the funds and deliverables during the project period. We will document the achievement of this program through the number of small businesses served and jobs created/retained.

Marketing

LiftFund's marketing strategy will include creating a social media campaign, informational collateral and networking with partner agencies to ensure Lockhart small business are aware of the opportunity to access affordable capital to support the creation or growth of their products and services.

Timeline

This project would begin October 1, 2025, and would run until all funds are depleted.

First Quarter

- LiftFund will work in partnership with the City of Lockhart to begin a marketing campaign to make Lockhart small businesses aware of this program and opportunity for affordable capital.
- LiftFund's Business Development Officers will begin assisting eligible small business owners to apply for a reduced interest loan through this program.
- The Chief of Lending will evaluate the status of loan applications and this funding source monthly to assess progress.

Second Quarter

- LiftFund will continue to market and work with Lockhart small businesses when applying for affordable capital.
- Program progress will be evaluated to ensure we are on target to meet our goals and to determine if there is a need to make any changes to the strategy to deploy funding.
- The first quarter's report will be provided within the first month of the second quarter.

Third Quarter

- LiftFund will continue to market and work with Lockhart small businesses when applying for affordable capital.
- The second quarter's report will be provided in the first month of the third quarter.

Fourth Quarter

- LiftFund will continue to market and work with Lockhart small businesses when applying for affordable capital.
- The third quarter's report will be provided within the first month of the fourth quarter.
- LiftFund will prepare a final outcomes and impact report for the City of Lockhart to be received no later than 30 days after the project end date.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: December 16, 2025

AGENDA ITEM CAPTION: Presentation on the Tesla Manufacturing Development Program for local workforce development.

ORIGINATING DEPARTMENT AND CONTACT: Economic Development - Holly Malish

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: One of the goals outlined in the 2020 Lockhart EDC Strategic Plan and again in the 2023 Strategic Plan Refresh was the concept of developing programs and pipelines for future workforce development.

The Boys & Girls Clubs of South-Central Texas (BGCST) is launching a workforce development initiative for Lockhart youth that aligns with the EDC strategic plans and goals. The Career Pathway Program in Manufacturing will connect Lockhart High School seniors and recent graduates with training and full-time employment opportunities in advanced manufacturing.

Through a partnership with Tesla's Manufacturing Development Program and Austin Community College, students will complete a 7-week paid training that provides hands-on instruction in electronics, quality control, and manufacturing systems. BGCST will offer mentorship, transportation, and follow-up support. The program plans to serve about 20 students from underserved backgrounds.

Funding will come from existing line item in the EDC budget.

PROJECT SCHEDULE (if applicable): Beginning in 2026, the program will be advertised via flyers, newspaper advertising and social media. The goal is to have 20 applicants go through the process. If successful, we will review for another year.

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION: The Lockhart EDC board approved the

City of Lockhart, Texas

Council Agenda Item Cover Sheet

program on October 13, 2025.

STAFF RECOMMENDATION/REQUESTED MOTION: No recommendation necessary.

LIST OF SUPPORTING DOCUMENTS: Tesla Resolution 2025-19, MDP PERFORMANCE AGREEMENT

RESOLUTION NO. 2025-19

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION APPROVING A PERFORMANCE AGREEMENT WITH THE BOYS & GIRLS CLUBS OF SOUTH-CENTRAL TEXAS TO SUPPORT THE TESLA CAREER PATHWAY PROGRAM IN MANUFACTURING AND AUTHORIZING THE DIRECTOR TO EXECUTE THE AGREEMENT.

WHEREAS, the Lockhart Economic Development Corporation ("LEDC") is authorized under Chapters 501 and 505 of the Texas Local Government Code to expend funds to promote economic development, workforce training, and business expansion opportunities; and

WHEREAS, the Boys & Girls Clubs of South Central Texas ("BGCSCT") has proposed implementation of the *Career Pathway Program in Manufacturing*, which will provide high school graduates and young adults with career training and employment assistance in the manufacturing sector, including enrollment in the Tesla Manufacturing Development Program and coursework at Austin Community College; and

WHEREAS, the LEDC Board of Directors finds that this program will support workforce development, business recruitment, and expanded economic opportunity for the citizens of Lockhart, Texas; and

WHEREAS, the Parties have negotiated a Performance Agreement under which the LEDC will reimburse BGCSCT up to \$2,500 per participant for eligible costs, with a minimum enrollment of twenty (20) participants and a maximum EDC obligation of \$50,000;

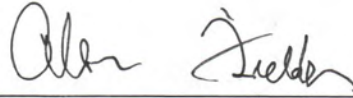
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION THAT:

1. The Board hereby approves the Performance Agreement between the Lockhart EDC and the Boys & Girls Clubs of South Central Texas, in substantially the form attached hereto.
2. The Director of the LEDC is authorized to execute the Performance Agreement on behalf of the Corporation and to take all actions necessary to implement its terms.
3. This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED this 13th day of Oct, 2025, by the Board of Directors of the Lockhart Economic Development Corporation.

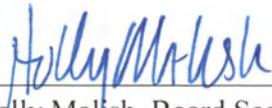
SIGNATURE PAGE TO FOLLOW

**LOCKHART ECONOMIC DEVELOPMENT
CORPORATION**



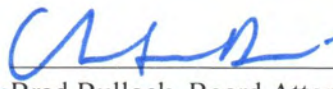
Alan Fielder, Chairman

Attest:



Holly Malish, Board Secretary

Approved as to form:



Brad Bullock, Board Attorney

MANUFACTURING DEVELOPMENT PROGRAM PERFORMANCE AGREEMENT

This Tesla Manufacturing Development Program Performance Agreement (“Agreement”) is entered into by and between **Lockhart Economic Development Corporation**, a Type B Economic Development Corporation (“LEDC”), and the **Boys & Girls Clubs of South Central Texas**, a Texas non-profit corporation with its principal office at 1017 W. San Antonio Street, Suite 101, Lockhart, Texas 78644 (“BGCSCT”). LEDC and BGCSCT are collectively referred to herein as the “Parties” and individually as a “Party.”

RECITALS

WHEREAS, BGCSCT operates youth development and workforce preparation programs throughout Caldwell, Comal, Guadalupe, and Hays Counties, Texas;

WHEREAS, BGCSCT proposes to implement the **Career Pathway Program in Manufacturing** (“Program”) to provide high-school graduates and young adults with career training and employment assistance in manufacturing and related sectors, including but not limited to enrollment in the Tesla Manufacturing Development Program (“MDP”) and coursework at Austin Community College (“ACC”);

WHEREAS, the LEDC exists for the purpose of developing, stabilizing, diversifying, and expanding the local economy through the retention, expansion, and recruitment of employment opportunities to benefit the citizens of the **City of Lockhart** and the surrounding area, and is authorized by Chapters 501 and 505 of the Texas Local Government Code to expend economic-development funds for such purposes;

WHEREAS, the LEDC’s governing body has determined that the expenditures contemplated herein are authorized by Section 501.105 of the Texas Local Government Code and will promote new or expanded business development in **Lockhart**;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants, agreements, representations, and warranties set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. INCORPORATION OF RECITALS

The recitals above are true and correct and are incorporated herein by reference as if fully set forth.

ARTICLE 2. DEFINITIONS

- (a) “City” means the City of **Lockhart**, Texas, including areas within its corporate limits and areas which the LEDC determines to be beneficial to the City on a project-by-project basis.
- (b) “Program” means the Career Pathway Program in Manufacturing operated by BGCSCT.
- (c) “Participant” means an individual accepted into and attending the Program.
- (d) “Allowable Costs” means only those categories of expenses identified in Exhibit A attached hereto and incorporated herein, including transportation, program coordination,

case management, staffing, mentorship and follow-up support, outreach, marketing, orientation, and outcome tracking and evaluation.

(e) "School District" means the Lockhart Independent School District limited to the boundaries of the school district.

ARTICLE 3. LEDC OBLIGATIONS

3.1 Per-Participant Payments.

The LEDC will reimburse BGCSCT up to **Two Thousand Five Hundred Dollars (\$2,500)** per Participant for Allowable Costs, disbursed as follows:

- **First Payment (\$1,250 per Participant):** Upon submission by BGCSCT of documentation evidencing (i) the Participant's acceptance into the Career Pathway Program in Manufacturing and (ii) completion of either ten (10) days of Program activities or the initial Program requirements.
- **Second Payment (\$1,250 per Participant):** Upon submission by BGCSCT of documentation evidencing that the Participant has been accepted into and has commenced the Tesla Manufacturing Development Program and has begun training at ACC.

3.2 Minimum Enrollment.

Each Agreement under this structure requires a minimum of twenty (20) Participants. The LEDC may, at its sole discretion and subject to the availability of funds, continue to fund additional Participants beyond the minimum.

3.3 Maximum Obligation.

The LEDC's total obligation under this Agreement shall not exceed **\$50,000 = 20 × \$2,500**, unless amended in writing.

3.4 Payment Timing.

The LEDC shall remit payment within thirty (30) days after receipt of a complete and correct invoice. Any undisputed amount not paid when due shall accrue interest at the maximum rate permitted by Texas law until paid.

3.5 Review of Invoices.

The LEDC will review invoices provided by BGCSCT under Article 4 and reimburse Allowable Costs. Costs determined by the LEDC to be unallowable will not be reimbursed.

ARTICLE 4. BGCSCT OBLIGATIONS

BGCSCT shall:

(a) Provide safe and reliable transportation to and from training locations for Participants, including vehicles, fuel, insurance, and drivers.

- (b) Provide Program coordination and staffing, including a program manager, mentors, **and case management staff** for the term of this Agreement.
- (c) Provide individualized **case management**, mentorship, and follow-up support for Participants, including weekly check-ins, progress tracking, support service referrals, and post-Program follow-up.
- (d) Conduct outreach, recruiting, marketing, and orientation sufficient to register at least twenty (20) Participants per Agreement, with the ability to register additional Participants subject to LEDC funding capacity.
- (e) Submit monthly invoices for all Allowable Costs incurred, with a detailed breakdown of costs and supporting documentation for each payment request described in Section 3.1.
- (f) Provide outcome tracking and evaluation during the term of this Agreement and make monthly written reports to the LEDC Board, including surveys, data, **case management notes**, and other reporting tools.
- (g) Maintain in force during the term of this Agreement general liability insurance, comprehensive coverage for automobile insurance, and workers' compensation insurance in commercially reasonable amounts, and provide certificates of insurance listing the LEDC as an additional insured upon request.

ARTICLE 5. COVENANTS, WARRANTIES, AND REPRESENTATIONS

5.1 Authority. BGCST represents that it is duly organized, authorized to do business, and in good standing in the State of Texas, and that execution of this Agreement has been duly authorized by its governing board.

5.2 Compliance with Laws. BGCST shall comply with all applicable federal, state, and local laws, ordinances, regulations, and executive orders, including but not limited to:

- Chapter 501 et seq., Texas Local Government Code;
- Chapter 2264, Texas Government Code;
- Title VI of the Civil Rights Act of 1964;
- Section 504 of the Rehabilitation Act of 1973;
- Americans with Disabilities Act of 1990; and
- All applicable nondiscrimination, wage, and employment laws.

5.3 Certification Regarding Undocumented Workers. As required by Chapter 2264, Texas Government Code, BGCST certifies that it does not and will not knowingly employ an undocumented worker and shall comply with Section 2264.054 in the event of a conviction under 8 U.S.C. §1324a(f).

5.4 Confidentiality and Data Protection. Each Party shall keep confidential any personally identifiable participant information and shall comply with applicable privacy laws. The EDC shall maintain the confidentiality of BGCST's records except as disclosure may be required by law, court order, or the Texas Public Information Act.

5.5 Indemnification. To the extent allowed by law, each Party agrees to indemnify, defend, and hold harmless the other Party, its officers, directors, agents, and employees from and against any and all claims, damages, liabilities, and expenses arising out of its own negligent acts or omissions in connection with this Agreement.

5.6 Notice of Changes. BGCSCT shall notify the LEDC in writing within seven (7) days of any substantial change in management, including changes in its President or Economic Development Director, or of any sale of assets, merger, or bankruptcy proceeding.

ARTICLE 6. DEFAULT AND REMEDIES

6.1 Events of Default. BGCSCT will be in default under this Agreement upon:

- (a) appointment of a receiver over BGCSCT or its property;
- (b) adjudication of BGCSCT as bankrupt;
- (c) filing by BGCSCT of a petition seeking bankruptcy or reorganization; or
- (d) any material breach or default of BGCSCT's obligations under this Agreement.

6.2 Cure Period. BGCSCT shall have thirty (30) days after written notice from the LEDC to cure any default, or such longer period as the LEDC may allow if the default is not curable within thirty (30) days but BGCSCT is diligently undertaking to cure.

6.3 Remedies. In the event of default not cured within the applicable period, the LEDC may suspend its obligations, terminate this Agreement, and/or require reimbursement of all payments made under this Agreement. Reimbursement shall be remitted within sixty (60) days of written demand.

ARTICLE 7. REPORTING, MONITORING, AND AUDIT

- (a) BGCSCT shall provide monthly reports certifying its compliance with the terms of this Agreement.
- (b) During normal business hours, BGCSCT shall allow the LEDC reasonable access to relevant records to verify compliance, subject to confidentiality obligations and applicable open-records laws.
- (c) The LEDC agrees that any audit or inspection of BGCSCT records will be conducted at BGCSCT's offices during regular business hours upon reasonable advance notice.

ARTICLE 8. TERM, TERMINATION, AND FORCE MAJEURE

This Agreement shall commence on the Effective Date and remain in effect for one (1) year or until the Parties have fully performed their obligations, whichever is later, unless earlier terminated as provided herein. Both Party may terminate this Agreement for material breach upon written notice and failure to cure as provided above.

Neither Party shall be liable for failure to perform due to causes beyond its reasonable control, including acts of God, fire, flood, epidemic, labor dispute, or governmental action ("Force Majeure"), provided that the affected Party gives prompt written notice to the other and uses reasonable efforts to resume performance.

ARTICLE 9. DISPUTE RESOLUTION

The Parties shall attempt in good faith to resolve any dispute arising under this Agreement through informal discussions and, if necessary, non-binding mediation before initiating litigation. Venue for any legal action shall lie exclusively in Caldwell County, Texas.

ARTICLE 10. GENERAL PROVISIONS

10.1 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral or written agreements relating to the Program.

10.2 Amendment. This Agreement may be amended only by a written instrument signed by both Parties.

10.3 No Partnership/Third-Party Beneficiaries. Nothing in this Agreement creates a partnership, joint venture, or employer-employee relationship between the Parties or any third-party beneficiary rights.

10.4 Severability. If any provision is held invalid or unenforceable, the remaining provisions shall continue in full force and effect, and a valid and enforceable provision as similar as possible shall be substituted.

10.5 Assignment. Neither Party may assign this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.

10.6 Notices. All notices required under this Agreement shall be delivered personally or sent by certified mail, postage prepaid, to the addresses listed below or to such other address as a Party may designate by notice.

10.7 Survival. All representations, warranties, covenants, indemnities, and obligations of the Parties shall survive execution and any termination of this Agreement as necessary to carry out its intent.

SIGNATURES

Boys & Girls Clubs of South Central Texas

Name: Mark A. Terry

Title: Chief Executive Officer

Address: 1017 W. San Antonio Street, Suite 101, Lockhart, Texas 78644

Date: _____

ECONOMIC DEVELOPMENT CORPORATION

Name: _____

Title: _____

Address: 215 E Market St, Lockhart Tx 78644

Date: _____

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: December 16, 2025

AGENDA ITEM CAPTION: Discussion regarding a Speed Cushion/Traffic Calming Policy regarding pedestrian and traffic safety on residential streets.

ORIGINATING DEPARTMENT AND CONTACT: Public Works - Sean Kelley

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: A resident of S. Blanco Street contacted the City with concerns about speeding and streets without pedestrian walkways, noting that it creates potential safety risks for people walking with children and pets. The resident requested the City to study traffic speeds and review traffic-calming options such as speed cushions to address these concerns. Staff provided a presentation to City Council at the October 21, 2025 meeting to outline the existing procedures for evaluating these requests. Staff were then directed by City Council to develop a more formal and comprehensive traffic-calming request policy and return at a future meeting for discussion and consideration.

Following the presentation on October 21, 2025, Lockhart Police Department (PD) deployed the speed trailer at South Blanco Street, south of Hackberry Street, to collect data related to speeds and the volume of vehicles traveling on South Blanco Street.

Over the two-week period, 9,765 total vehicles traveled by the speed trailer.

- Average Daily Traffic Counts= 698
- Peak Hourly Traffic Count = 180
- Average speed of vehicles = 23 MPH
- 85th Percentile speed= 28 MPH

Lockhart PD also checked the intersection for any data regarding accidents and traffic violations over the past 5 years. No accidents have been reported with 8 total traffic stops over the past 5 years. No abnormal conditions exist based on the data collected and observed.

The metrics identified above are several of the key components incorporated into the proposed traffic-calming policy.

The proposed Speed Cushion/Traffic Calming Policy outlines the guidelines for the installation, design, and maintenance of speed cushions as a traffic-calming measure. Speed cushions are designed to slow down smaller vehicles while allowing emergency and large vehicles to pass without delay. The policy includes eligibility requirements, petition processes, design standards, prioritization criteria, and funding responsibilities.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

Purpose

- Speed cushions reduce vehicle speeds without impeding emergency services.
- Commonly used in residential areas to slow traffic down.

Design Features

- Typical dimensions: 8–10 ft length, 6–7 ft width, max height 3 inches.
- Made from recycled rubber for durability and noise reduction.
- Includes gaps for emergency vehicles and bicycles.

Spacing and Location Standards

- Spacing: ~500 ft apart; varies by block length.
- Placement: Avoid intersections, driveways, signals, manholes, and hydrants.
- Traffic control signs and markings per Texas Manual on Uniform Traffic Control Devices (TMUTCD) standards.

Eligibility Requirements

- Petition with two-thirds support from adjacent households/businesses, AND;
- Operational and Street Characteristics (All Criteria Must Be Met):
 - o Speed limit $\leq$ 30 mph.
 - o 85th percentile speed $\geq$ 35 mph or 5 MPH over the speed limit.
 - o No more than one lane per direction and curb/gutter. Special considerations are needed to accommodate streets with no curbs and to prevent vehicle drive-arounds.
 - o Daily traffic volume $\geq$ 800 vehicles per day.
 - o Approval from emergency services; not within 1,500 ft of emergency service buildings.

Application and Installation Process

- Request submitted to Public Works Department.
- Preliminary review and data collection for eligibility.
- Petition circulation and verification.
- Priority ranking based on speed, volume, accidents, and pedestrian generators.

Funding & Cost

- The City covers installation costs (cushions, signs, markings).

City of Lockhart, Texas

Council Agenda Item Cover Sheet

- Funding is approved by City Council during the budget process and allocated based on the priority list.

Removal/Alteration

- Same petition process as installation (two-thirds support required).

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff respectfully recommends adoption speed cushion policy.

LIST OF SUPPORTING DOCUMENTS: Speed Cushion Policy, Speed Cushion Images

Speed Cushion/Traffic Calming Policy

1. GENERAL

The purpose of this policy is to provide guidelines for the application of speed cushions. A "speed cushion" is a traffic calming device that is raised in the center of a road with gaps on the sides for emergency vehicles, bicycles, and other wide-axle vehicles to pass through at speed without slowing down. This unique design forces cars and other smaller vehicles to slow down as their wheels are forced into the cutouts, while allowing larger vehicles like fire trucks, ambulances, and buses to maintain their speed. They are commonly used on emergency vehicle routes and in residential areas to reduce traffic speed without causing significant delays for emergency services. Common designs of speed cushions include 1) **Length:** Commonly 8 to 10 feet in the direction of travel, 2) **Width:** Typically 6 to 7 feet, which is wider than most passenger cars but narrower than the axle width of large emergency vehicles and 3) **Material Recycled Rubber:** A common choice due to its durability, flexibility, and ease of installation and removal (e.g., for road resurfacing or repairs). They also produce less noise than concrete or asphalt. A speed cushions differs from "speed bumps and humps", which are more abrupt. Due to gentle vehicle rocking, speed cushions cause some drivers discomfort and result in most vehicles slowing down at speed cushions and between properly spaced successive cushions.

Research has shown that speed cushions and other raised traffic calming devices are effective in safely reducing speeds along roadways. There is, however, potential for traffic diversion onto neighboring streets as a result of motorists avoiding roads containing speed cushions.

Multi-way stop signs are traffic control devices and are not traffic calming measures. An engineering study based on criteria outlined in the Texas Manual on Uniform Traffic Control Devices (TMUTCD) is used to determine if a multi-way stop is warranted.

In order for speed cushion installation to be effective, their provisions should be in accordance with established transportation engineering criteria and documented facts. As is the case with all traffic control devices, proper installation will encourage compliance and safe driving practices. This policy provides criteria and procedures for installation of safe and effective speed cushions.

The city reserves the right to change any or all of the criteria and procedures in these guidelines if deemed necessary.

2. ELIGIBILITY REQUIREMENTS

All of the following criteria shall be satisfied for a street to be considered eligible for speed cushion installation.

A. PETITION

1. A petition from the residents and business owners documenting that at least two-thirds of all households and businesses adjacent to the project street support the installation of speed cushions.
2. A verification statement from the contact person confirming that the signatures on the speed cushion petition are valid and represent at least two-thirds of the households/businesses adjacent to the project street (refer to attached verification statements).
3. A statement from the neighborhood association endorsing speed cushion installation on the project street. In the absence of a neighborhood association, the petition area may be extended to include nearby streets that may see an increase in traffic as a result of this project. Staff will determine the petition area.

B. OPERATIONAL AND GEOMETRIC CHARACTERISTICS OF THE STREET

1. The street shall provide access (via driveway or on-street parking) to abutting residential and/or commercial properties (residential local or low-volume collector streets). Residential properties include multiple dwellings such as apartment complexes.
2. The street shall not have more than one traffic lane in each direction.
3. The street shall have a regulatory speed limit of 30 mph or less as determined in accordance with State Law.
4. The 85th percentile speed on the street section must be at least 35 mph or 5 mph over the regulatory speed limit.
5. The speed cushions should not be located on a horizontal curve, on vertical curves where visibility of the cushion is restricted, or on the approaches to these curves.
6. The street should have curb and gutter. Considerations may be given to streets without curb and gutter. In such cases, special care should be used to accommodate drainage and prevent vehicle run-arounds.
7. The street must be approved by the emergency services departments for installation of speed cushions. Requests closer than 1,500' from an emergency services department building will not be considered.
8. The street must have a 24-hour traffic volume of at least 800 vehicles.

3. PROJECT PRIORITIZATION

Speed cushion projects are prioritized on a city-wide basis. This ensures proper allocation of the City's resources. The projects will be ranked according to the criteria developed by the staff and funding.

4. COST RESPONSIBILITY

The city will consider designing funds for traffic calming including speed cushions; however, the cost for speed cushions installation (including cushions, signs, pavement markings and if necessary, special features) will be covered by the City.

5. SPEED CUSHION LOCATION

A speed cushion shall not be located in front of a property if the occupant objects to its placement or, in the case of multiple dwellings, if a majority of the households on the property object to its placement. Fulfillment of this requirement is the responsibility of the applicant(s).

6. DESIGN, CONSTRUCTION AND MAINTENANCE

The Public Works Department shall prepare design standards and installation procedures for speed cushions and related features such as signs and pavement markings. The Department will administer construction of speed cushions. The Department will maintain the speed cushions and all related features.

7. SPEED CUSHION REMOVAL AND ALTERATION

The process for speed cushion alteration or removal requested by the residents is the same as the process for installation. A petition approved by the neighborhood association, documenting that at least two-thirds of all households and businesses adjacent to the speed cushion street are in favor of speed cushion removal, will be required.

Speed Cushion Installation Procedure

The following items describe the procedure to be followed for speed cushion installation. A list of the speed cushion installation process is presented.

1. PROJECT REQUEST

Individual residents or neighborhood associations can initiate requests for speed cushion installation. A request must be made to:

City of Lockhart
Attn: Public Works Department
PO Box 239
Lockhart, Texas 78644

2. PRELIMINARY REVIEW

- A. After a request for speed cushions has been received, City staff will conduct an initial investigation and collect data to determine the street's eligibility regarding the operational and geometric characteristics. This eligibility process includes approval from the emergency services departments.
- B. If the operational and geometric requirements for eligibility are not met, the street will not be considered for speed cushions, and the requestor(s) will be notified.
- C. If after the initial study it is determined that the street qualifies for speed cushion installation, a petition packet consisting of the speed cushion petition, a verification statement for the contact person, and an endorsement statement for the neighborhood association, if applicable, will be provided to the requestor(s). The project requestor(s) will be responsible for circulating the petition in the petition area.
- D. Signatures representing two-thirds of all the households and businesses within the petition area must be in favor of speed cushion installation for the study to proceed further. Multi-family dwellings with more than four units will be counted as one household, with the property owner or manager representing the household.
- E. The cut-off date for receiving requests for speed cushion projects to be undertaken during a particular fiscal year will be March 1st of the preceding fiscal year, the cut-off date for receiving the approved petition, verification statement, and endorsement statement will be May 1st of the preceding fiscal year.
- F. If the approved petition, completed verification statement, and endorsement statement from the neighborhood association (if applicable) is received by the specified date, the street will be placed on the list of streets eligible for speed cushion installation. A priority ranking will be assigned to the street according to the project prioritization criteria.

3. FUNDING

Funding is approved by City Council allowing for a specific amount of money to be allocated to speed cushion installation. City funding will proceed in descending order from the top of the priority list (detailed below).

4. SPEED CUSHION INSTALLATION

Upon allotment of funding, speed cushions will be installed as scheduling permits. The construction of cushions, the placement of signs and marking will conform to the current design standards as established by the City Construction Standards.

Project Prioritization Criteria

Speed cushion projects will be ranked according to the criteria established in this section. Projects will be assigned points on the basis of existing speeds and volumes, average number of speed related accidents reported to the Lockhart Police Department and presence of schools and/or other special pedestrian generators in the area. The project accumulating the greatest number of points will be considered to have the highest priority. Among projects with the same rank, higher priority will be given to the one with the earliest application date.

1. ACCIDENT CRITERIA

All accidents considered for point assignment must be speed-related accidents within the LPD database and on the project street, either at intersections or at mid-block locations.

Total number of reported accidents over a period of 3 consecutive years	Points assigned
3	1
4-6	2
7-9	3
10-12	4
13 or more	5

2. SPEED CRITERIA

The speed criteria considers the difference between the 85th percentile speed during the entire 24-hour period and the regulatory speed limit (85th percentile speed is the speed at or below which 85 percent of the drivers are traveling).

Speed difference between 85 th percentile speed and regulatory speed limit (MPH)	Points assigned
5-7	4
8-10	6
Greater than 10	8

3. TRAFFIC VOLUME CRITERIA

Traffic volumes (two-way) during the peak hour are considered.

Hourly volume (veh/hour)	Points assigned
<50	0
50-225	1
226-300	2
301-375	3
376-450	4
Greater than 450	5

4. TYPE OF NEIGHBORHOOD CRITERIA

Points will be assigned to the project if there are schools and/or special pedestrian generators (such as parks, elderly housing, community center, and shopping areas).

- | | |
|---|---------|
| 1. Schools within a ½ mile radius of the project street. | 1 point |
| 2. Special pedestrian generators other than schools within a 1,000-foot radius of the project street. | 1 point |
| 3. Absence of sidewalks on the project street. | 1 point |

Design Standards

1. DIMENSION AND CROSS-SECTION

Speed cushion dimensions vary, but typical specifications include a length between 7 and 21 feet, a width of 6 to 7 feet, and a maximum height of 3 inches. The cross-section has a flat top with ramped sides, and the cushions can be configured with gaps for emergency vehicle passage, though a small lip may exist at the edges of the gaps. Design standards emphasize a gradual slope, proper placement with clear visibility, and consistent use of reflective markings and warning signs.

2. SPACING AND LOCATION

Speed cushions will usually be placed 500 ft. apart on average to maintain consistent speeds. Other spacing may be used based upon engineering judgment. The following guidelines will be considered when determining speed cushion spacing.

1. On single short blocks (300 ft. to 500 ft.) a signal cushion cross-section positioned near midpoint is usually sufficient.
2. On single blocks of moderate length (500 ft. to 1000 ft.) two-cushion cross-section configurations are usually adequate.
3. On very long blocks (1000 ft. to 1600 ft) three or more cushion cross-sections may be necessary.

The following should be considered when locating speed cushions.

1. A speed cushion should not be located in front of a driveway or within an intersection. Speed cushions should not be located within 250 ft. of a traffic signal or within 50 feet of an intersection.
2. Speed cushions should not be located over, or contain manholes, or be located adjacent to fire hydrants.

3. A 12-inch minimum gap may be considered along curbed roadways for drainage. For cushions installed on non-curbed roadways special treatment such as delineator posts should be considered to prevent vehicle run-arounds. For cushions located near drainage inlets the cushion should be placed just downstream of the inlet. If this is not feasible, special treatment should be considered for drainage.
4. If possible, cushions should be located on property lines rather than directly in front of a residence.
5. The advantage of existing or planned street lighting should be taken into consideration when determining speed cushion locations.

3. TRAFFIC CONTROL

Traffic control consisting of signs and markings should be provided to advise roadway users of the presence of a speed cushion and to guide their subsequent action. Traffic signs and pavement markings should conform to Manual of Uniform Traffic Control and Devices Standards (MUTCD).

Speed Cushion Images



Installation



City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: December 16, 2025

AGENDA ITEM CAPTION: Discussion regarding Ordinance 2025-29 adding Section 50-43 to Article II "Excavations and Safety in Public Rights-of-Way" in Chapter 50 "Streets, Sidewalks and Other Public Places" to the Code of Ordinances to require License Agreements for broadband services placed in public Rights-of-Way.

ORIGINATING DEPARTMENT AND CONTACT: Public Works - Sean Kelley

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: The proposed ordinance adds Section 50-43 to Article II of Chapter 50 in the City of Lockhart Code of Ordinances. This section establishes requirements for license agreements when private entities, including broadband service providers, seek to use or construct improvements within public rights-of-way. The intent of the ordinance is to protect public infrastructure, ensure safety, and secure fair compensation for the City when private entities use public rights-of-way. The City controls the use of its public rights-of-way, including streets, sidewalks, medians, and spaces above or below them. Private construction or encroachment on public property or rights-of-way would be prohibited without an executed license agreement.

The licensing agreements would be between the City of Lockhart and a Licensee (broadband service provider) for the non-exclusive use of the city's public rights-of-way to install and operate a fiber network. The licensing agreement document details:

- The City of Lockhart grants Licensee permission to construct, maintain, and operate network facilities in Public ROW.
- The license is **non-exclusive**, does not convey property interest, and is subject to state/local laws and existing property rights.
- The Licensee must comply with city ordinances, including Design and Construction Standards, and obtain all necessary permits.

Licensee Obligations

- Perform all work at its own cost and comply with applicable laws.
- Install facilities underground when possible and where required.
- Avoid interference with other utilities and maintain facilities safely.
- Provide accurate as-built maps.

City of Lockhart, Texas

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- Repair any damage caused by its work.

Municipality Rights

- May remove or relocate facilities in emergencies or for governmental purposes with notice.
- Requires relocation for non-governmental purposes only if costs are reimbursed.
- Must treat the Licensee in a non-discriminatory manner.

Financial Terms

- The Licensee would be required to pay a **License Fee** equal to **1% of Gross Revenues** from broadband services using the network in Public ROW, reported quarterly to the City.
- Municipality may audit records; late payments accrue interest.

Insurance and Risk Management

- Licensee must indemnify the Municipality for claims caused by its gross negligence or wrongful conduct.
- Maintain insurance: \$2M general liability, \$5M umbrella, and workers' compensation.
- Provide a \$10,000 performance bond.

Term and Termination

- The initial term for agreements is 20 years, with automatic 5-year renewals unless notice is given.
- Either party may terminate with 180 days' notice.
- Assignment is allowed to affiliates or successors with written notice given to the City.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

City of Lockhart, Texas

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

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff respectfully recommends approval of Ordinance 2025-29.

LIST OF SUPPORTING DOCUMENTS: Ordinance 2025-29 - Non-Exclusive License Agreement

ORDINANCE 2025-29

AN ORDINANCE OF THE CITY OF LOCKHART, TEXAS, ADDING SECTION 50-43 TO ARTICLE II “EXCAVATIONS AND SAFETY IN PUBLIC RIGHTS-OF-WAY” IN CHAPTER 50 “STREETS, SIDEWALKS AND OTHER PUBLIC PLACES” TO THE CODE OF ORDINANCES TO REQUIRE LICENSE AGREEMENTS, PROVIDING FOR REPEALING, SEVERABILITY, AND SAVINGS CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lockhart has jurisdiction over the use of its public rights-of-way which includes any public street, road, highway, alley, lane, court, boulevard, or other similar rights-of-way, including facilities such as medians parkways, sidewalks, traffic signals, and signs, public way, or rights-of-way, now laid out or dedicated, and the space on, above, or below it; and

WHEREAS, it is essential that the City of Lockhart manages its public rights of ways to ensure the health, safety, and welfare of its residents; and

WHEREAS, Chapter 283 of the Texas Local Government Code and other state laws provide state-granted rights to use city public rights-of-way for certain services, including telephone services; and

WHEREAS, companies using city rights-of-way for fiber optic facilities delivering broadband services are not granted such state-granted rights to use city public rights-of-way and must have permission of the City to utilize City rights-of-ways; and

WHEREAS, such companies should compensate the City for the use of its rights of -way; and

WHEREAS, the City Council finds that a license agreement (Exhibit A) with such companies will protect the public rights-of-way and compensate the City for such use,

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

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

SECTION 2. That Section 50-43 is added to Article II “Excavations and Safety in Public Rights-of-Way” in Chapter 50 “Streets, Sidewalks and Other Public Places” to the Code of Ordinances to read as follows:

Section 50-43. -- License Agreements.

- (a) A license agreement permits a private party, including an entity providing broadband services, to encroach upon or construct site improvements within public property or the right-of-way.
- (b) Except as provided otherwise by state law, private construction on public property or right-of-way is prohibited without an executed license agreement in place.
- (c) The license agreement may include compensation to the City for the use of public property or public rights-of-way.

SECTION 3. All provisions of the Code of Ordinances of the City of Lockhart codified or uncoded, in conflict with the provisions of this ordinance are hereby repealed, and all other provisions of the Code of Ordinances of the City of Lockhart codified or uncoded, not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 4. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this ordinance are severable, and if any phrase, clause, sentence, or section of this ordinance shall be declared unconstitutional or invalid by any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any other remaining phrase, clause, sentence, paragraph or section of this ordinance.

SECTION 5. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required by law and that public notice of the time, place and purpose of said meeting was given as required by the Texas Open Meetings Act, Texas Government Code, Chapter 551.

SECTION 6. That a conviction of a violation of the terms of this Ordinance shall be a misdemeanor punishable in accordance with Section 1-9 of the Code of Ordinances, as amended.

SECTION 7. This Ordinance shall take effect immediately from and after publication in accordance with the provisions of the City Charter and the Local Government Code.

PASSED AND APPROVED by the City Council of the City of Lockhart, Texas the _____ day of December 2025.

Lew White, Mayor

ATTEST:

Julie Bowermon, City Secretary

APPROVED AS TO FORM:

Bradford E. Bullock, City Attorney

EXHIBIT A

NON-EXCLUSIVE LICENSE AGREEMENT BETWEEN THE CITY OF LOCKHART AND

FOR THE USE OF CITY PUBLIC RIGHT-OF-WAY FOR NETWORK FACILITY INSTALLATION

This License Agreement ("**Agreement**") is by and between the City of Lockhart, a home rule charter city and municipal corporation organized and existing under laws of State of Texas ("**Municipality**"), and _____, a _____ and its subsidiaries, successors, or assigns ("**Licensee**").

RECITALS

- A. Municipality has jurisdiction over the use of the public rights-of-way in Municipality, which includes any public street, road, highway, alley, lane, court, boulevard, or other similar public rights-of-way, including related facilities such as medians, parkways, sidewalks, traffic signals, and signs, public way, or rights-of-way, now laid out or dedicated, and the space on, above or below it, and all extensions thereof, and additions thereto, under the jurisdiction of Municipality ("**Public ROW**").
- B. Licensee desires, and Municipality desires to permit Licensee, to install, maintain, operate, and control a fiber optic infrastructure network in Public ROW ("FTTP Network") for the purpose of offering communications services ("Services"), including broadband Internet access service as defined in 47 C.F.R. § 8.1(b) ("Broadband Services") and Voice over Internet Protocol services, but excluding multichannel video programming services that would be subject to a video services franchise and telecommunications services as defined in 47 C.F.R. § 153(53), to residents and businesses in Municipality ("Customers").
- C. The FTTP Network consists of equipment and facilities that may include aerial or underground fiber optic cables, lines, wire, or strands; underground conduits, vaults, access manholes and handholes; electronic equipment; power generators; batteries; pedestals; boxes; cabinets; vaults; and other similar facilities ("**Network Facilities**").

AGREEMENT

In consideration of the mutual promises made below, Municipality and Licensee agree as follows:

1. Permission to Use and Occupy.

- 1.1. Permission to Use and Occupy Public ROW. Municipality grants Licensee permission to use and occupy the Public ROW (the "**License**") for the purpose of constructing, installing, repairing, maintaining, operating, and if necessary removing the FTTP Network and the related Network Facilities (the "**Work**") in order to offer Services to residents and businesses in Municipality. This Agreement and the License do not authorize Licensee to use any property other than the Public ROW as agreed herein. Licensee's use of any other Municipality property, including poles and conduits, shall be governed under a separate Agreement regarding that use.

EXHIBIT A

- 1.2. Subject to State and Local Law. This Agreement and the License are subject to Municipality's valid authority under State and local laws as they exist now or may be amended from time-to-time, and subject to the conditions set forth in this Agreement.
- 1.3. Subject to Municipality's Right to Use Public ROW. This Agreement and the License are subject and subordinate to Municipality's prior and continuing right to use the Public ROW, including constructing, installing, operating, maintaining, repairing, or removing sewers, water pipes, storm drains, gas pipes, utility poles, overhead and underground electric lines and related facilities, and other public utility and municipal uses.
- 1.4. Subject to Pre-Existing Property Interests. Municipality's grant of the License is subject to all valid pre-existing easements, restrictions, conditions, covenants, encumbrances, claims of title or other property interests that may affect the Public ROW. Licensee will obtain at its own cost and expense any permission or rights as may be necessary to accommodate such pre-existing existing property interests.
- 1.5. No Grant of Property Interest. The License does not grant or convey any property interest.
- 1.6. Non-Exclusive. The License is not exclusive. Municipality expressly reserves the right to grant licenses, permits, franchises, privileges or other rights to any other individual, corporation, partnership, limited liability company, trust, joint stock company, business trust, unincorporated association, joint venture, governmental authority or other entity of any nature whatsoever ("**Person**"), as well as the right in its own name as a municipality, to use Public ROW for similar or different purposes allowed Licensee under this Agreement.
- 1.7. Non-Discrimination. Municipality's grant of the License shall be open, comparable, nondiscriminatory, and competitively neutral.
- 1.8. Compliance with City Ordinances. Licensee acknowledges that it is familiar with the requirements of the Code of Ordinances of the City of Lockhart, including Chapter 50 "Streets, Sidewalks and Other Public Places," and agrees to comply with same, or any deviations from the Code authorized by the Municipality. Licensee also agrees that it will comply with the Municipality's Design and Construction Standards, and all other relevant ordinances of the Municipality.

2. Licensee's Obligations.

- 2.1. Individual Permits Required. Licensee will obtain Municipality's approval of required individual encroachment, construction, and other necessary permits before placing its Network Facilities in the Public ROW or other property of Municipality as authorized. Licensee will provide to Municipality any information lawfully required by Municipality. Licensee will pay all lawful processing, field marking, engineering, and inspection fees before Municipality issues individual permits.
- 2.2. Licensee's Sole Cost and Expense. Licensee will perform the Work at its sole cost and expense.

EXHIBIT A

- 2.3. Compliance with Laws. Licensee will comply with all applicable laws and regulations when performing the Work.
- 2.4. Undergrounding. Licensee will install or relocate its Network Facilities underground in those areas and portions of Municipality where all transmission and distribution facilities of the public utilities providing electric and communications services are required by Municipality ordinance to be placed underground. If, however, any third-party electricity or communications transmission or distribution facilities remain above ground, Licensee may install or keep and retain its Network Facilities above ground.
- 2.5. Reasonable Care. Licensee will exercise reasonable care when performing the Work and will use commonly accepted practices and equipment to minimize the risks of personal injury, property damage, soil erosion, and pollution of surface or groundwater.
- 2.6. Non-Interference. Licensee will place its Network Facilities in conformance with the permits, plans, and drawings approved by Municipality. Licensee will not place its Network Facilities where they will interfere with gas, electric, communications, water, sewer, or other utility facilities.
- 2.7. No Nuisance. Licensee will maintain its Network Facilities in good and safe condition so that its Network Facilities do not cause a public nuisance.
- 2.8. Repair. Licensee will promptly repair any damage to the Public ROW, Municipality property, or private property if such damage is directly caused by Licensee's Work and no other Person is responsible for the damage (e.g., where a Person other than Licensee fails to accurately or timely locate its underground facilities as required by State law). Licensee will repair the damaged property to a condition equal to or better than that which existed prior to the damage.
- 2.9. Identification of Network Facilities. Licensee will identify its Network Facilities using an identification method mutually agreed upon by the parties, or as established by standard industry practices and reasonably directed by Municipality if the parties cannot mutually agree on an identification method. For underground facilities, the identification will be detectable without opening the street or sidewalk
- 2.10. Cooperation in Joint Trench Opportunities. Licensee will cooperate with Municipality in identifying ways to minimize the amount of construction in the Public ROW through joint trenching, sharing duct banks, and cost sharing with Municipality and third parties undertaking similar construction projects involving the installation of underground communications facilities. Licensee's cooperation obligation is subject to any such proposed joint trenching, duct sharing, and cost sharing opportunities being sufficiently compatible with Licensee's plans, as reasonably determined by the Licensee. Without limiting the foregoing, (i) the cooperation opportunity would not be deemed sufficiently compatible with Licensee's plan where the opportunity involves different areas of the Public ROW than Licensee has permission to occupy under this Agreement, or would unreasonably delay or otherwise hinder Licensee's construction plans, and (ii) Licensee is not obligated to cooperate if Licensee enters into a commercial cooperation agreement

EXHIBIT A

reasonably satisfactory to the Licensee with respect to such joint trenching or other cooperation with Municipality or the third-party, as applicable. Licensee shall make good faith efforts to enter into any such commercial cooperation agreement in connection with fulfilling the foregoing cooperation obligation.

- 2.11. As-Built Drawings and Maps. Licensee will maintain accurate as-built drawings and maps of its Network Facilities located in Municipality and will provide them to Municipality upon reasonable request and on a mutually-agreed timetable (e.g., piecemeal following the closure of each permit, or all at once after all the Work is complete).

3. Municipality's Obligations.

- 3.1. Emergency Removal or Relocation by Municipality. In the event of a public emergency that creates an imminent threat to the health, safety, or property of Municipality or its residents, Municipality may remove or relocate the applicable portions of the Network Facilities without prior notice to Licensee. Municipality will, however, make best efforts to provide prior notice to Licensee before making an emergency removal or relocation. In any event, Municipality will promptly provide to Licensee a written description of any emergency removals or relocations of Licensee's Network Facilities. Licensee will reimburse Municipality for its actual, reasonable, and documented costs or expenses incurred for any such work performed by Municipality, the direct cause of which was Licensee's construction, installation, operation, maintenance, repair, or removal of its Network Facilities. Licensee's obligation to reimburse Municipality under this section shall be separate from Licensee's obligation to pay the License Fee (as defined below).
- 3.2. Removal of Abandoned Network Facilities. If Licensee abandons any portions of its Network Facilities ("**Abandoned Network Facilities**"), Licensee will notify Municipality and will either remove the facilities at its own expense within a commercially reasonable period of time or may abandon some or all of the Abandoned Network Facilities in place. Abandoned Network Facilities do not include Network Facilities intended for emergency use, redundant Network Facilities, or Network Facilities intended to meet future demand or capacity needs.
- 3.3. Relocation to Accommodate Governmental Purposes. If Licensee's then-existing Network Facilities would interfere with Municipality's planned use of the Public ROW for a legitimate governmental purpose, such as the construction of a new water or sewer line or the relocation of a public road, Licensee will, upon written notice from Municipality, relocate its Network Facilities at Licensee's own expense to such other location or locations in the Public ROW as may be mutually agreed by the parties, taking into account the needs of the Municipality's governmental purpose and Licensee's interest in maintaining the integrity and stability of its FTTP Network. Licensee will relocate its Network Facilities within a commercially reasonable period of time agreed to by the parties, taking into account the urgency of the need for relocation, the difficulty of the relocation, and other relevant facts and circumstances, except that Municipality may not require Licensee to relocate or remove its Network Facilities with less than 120 days' notice.
- 3.4. Relocation to Accommodate Non-Governmental Purposes. If Licensee's then-

EXHIBIT A

existing Network Facilities would interfere with Municipality's planned use of the Public ROW or Municipality property for a non-governmental (e.g., commercial) purpose, or with a third-party's use of the Public ROW, Licensee will not be required to relocate its Network Facilities unless Municipality or the third party enters into an agreement with Licensee under which Municipality or the third party would, at a minimum: (a) identify and arrange for a new location for Licensee's Network Facilities that is acceptable to Licensee, (b) agree to a commercially reasonable period of time for the relocation, which in no event will be less than 120 days; and (c) agree to reimburse all of Licensee's reasonable direct and indirect costs, expenses, and losses associated with the requested relocation.

- 3.5. Non-Discrimination. Municipality will at all times treat Licensee in a non-discriminatory manner as compared to other non-incumbent holders of local or state franchise authority offering facilities-based broadband Internet access services.
- 3.6. Post-Removal Restoration of Public ROW. When removal or relocation is required under this Agreement, Licensee will, after the removal or relocation of the Network Facilities, at its own cost (except to the extent subject to reimbursement pursuant to Section 3.4 hereof), repair and return the Public ROW in which the facilities were located to a safe and satisfactory condition in accordance with the construction-related conditions and specifications as established by Municipality.

4. Contractors and Subcontractors.

- 4.1. Use of Contractors and Subcontractors. Licensee may retain contractors and subcontractors to perform the Work on Licensee's behalf.
- 4.2. Contractors to be Licensed. Licensee's contractors and subcontractors used for the Work will be properly licensed under applicable law.
- 4.3. Authorized Individuals. Licensee's contractors and subcontractors may submit individual permit applications to Municipality on Licensee's behalf, so long as the permit applications are signed by individuals that Licensee has authorized to act on its behalf via a letter of authorization provided to Municipality in the form attached as **Exhibit A ("Authorized Individuals")**. Municipality will accept permit applications under this Agreement submitted and signed by Authorized Individuals, and will treat those applications as if they had been submitted by Licensee under this Agreement.

5. License Fee. Licensee will pay Municipality a fee ("**License Fee**") which shall compensate Municipality for Licensee's use and occupancy of Public ROW pursuant to the License. Licensee and Municipality acknowledge and agree that the License Fee provides fair and reasonable compensation for Licensee's use and occupancy of Public ROW and other Municipality property as authorized. The License Fee shall begin accruing on the License Commencement Date and be calculated as follows:

- 5.1. License Fee. Licensee shall pay Municipality one percent (1%) of Gross Revenues for a calendar quarter, remitted within 45 days of the end of each calendar quarter, commencing on the first date on which Licensee receives any Gross Revenues (as defined below). The payment shall be accompanied by a report showing the basis for

EXHIBIT A

the computation and such other relevant facts as may be required by the Municipality to determine the accuracy of the payment.

5.1.1. As used herein, "**Gross Revenues**" means all consideration of any kind or nature, including without limitation, cash, credits, property, and in-kind contributions (services or goods) derived by Licensee from the provision of Broadband Services using the FTTP Network. Gross Revenues shall include all consideration paid to Licensee or its direct parent's subsidiaries, solely to the extent any such entity offers Broadband Services that are provided through Network Facilities located at least in part in Public ROW which includes but is not limited to:

- (i) all fees charged to end-user Customers for Broadband Services provided through Network Facilities located at least in part in Public ROW; and
- (ii) any fee imposed on Licensee by this Agreement that is passed through and paid by Licensee's end-user Customers (including without limitation the License Fee set forth in this Agreement).

5.1.2. For the purposes of this section, Gross Revenues does not include:

- (i) any revenue not actually received, even if billed, such as bad debt;
- (ii) refunds, rebates, or discounts made to end-user Customers, leased access providers, or Municipality;
- (iii) revenue derived from the sale of Services for resale in which the purchaser is required to collect and remit similar fees from the purchaser's customer;
- (iv) revenue derived from the provision of Services to end-user Customers where none of the Network Facilities used to provide such Services are located in Public ROW;
- (v) any forgone revenue from Licensee's provision of Services to Customers at no charge if required by state law;
- (vi) any revenue derived from advertising;
- (vii) any revenue derived from rental of modems, or other equipment used to provide or facilitate the provision of the Services;
- (viii) any revenue derived from referral or marketing agreements with third party providers of online services which Licensee may make available to its Customers;
- (ix) any tax of general applicability imposed upon Licensee or its end-user Customers by Municipality or by any state, federal, or any other governmental entity, and required to be collected by Licensee and remitted to the taxing entity (including but limited to sales and use tax,

EXHIBIT A

gross receipts tax, excise tax, utility users tax, public service tax, communications taxes, and fees not imposed by this Agreement);

- (x) any forgone revenue from Licensee's provision, in Licensee's discretion, of free or reduced cost Services to any Person, including without limitation employees of Licensee; provided, however, that any forgone revenue which Licensee chooses not to receive in exchange for trades, barter, services, or other items of value shall be included in Gross Revenues; and
- (xi) sales of capital assets or sales of surplus equipment that is not used by the purchaser to receive Services from Licensee.

5.2. Pass Through. Licensee may identify and collect, as a separate item on the regular bill of any subscriber whose Broadband Services are provided by Network Facilities located at least in part in Public ROW, that subscriber's pro rata amount of the License Fee.

5.3. Audit. Municipality may examine the business records of Licensee as permitted under state or local law, but in any event only during reasonable times and following no less than thirty (30) days' prior written notice, and only to the extent reasonably necessary to ensure compliance with this Section 5. Licensee shall keep all business records reflecting its gross revenues for at least three (3) years. Municipality may, in the event of a dispute concerning compensation under this Section 5, bring an action in a court of competent jurisdiction.

5.4. Interest on Late Payments. Any payments that are due and payable under this Agreement that are not received within 60 days from the specified due date shall be assessed interest at an annual rate equal to the prevailing commercial prime interest rate in effect upon the due date, plus one percent.

5.5. Change in Law. Notwithstanding anything to the contrary herein, in the event of a change in local, state, or federal law that (i) prohibits collection by any franchising authority of any franchise fee from any provider of video programming or communications services, including broadband Internet services, or (ii) reduces the percentage of revenue on which the franchise fee paid by any provider of video programming or communications services is based to a percentage that is lower than the Revenue Percentage, then Licensee shall have no obligation to pay the Licensee Fee or to pay a Licensee Fee based on the Revenue Percentage, as the case may be. In the case of a reduction in the percentage of revenue on which a franchisee fee may be based, the Revenue Percentage shall be commensurately reduced.

6. Indemnification.

6.1. Obligations. **LICENSEE WILL DEFEND AND INDEMNIFY MUNICIPALITY, ITS OFFICERS, ELECTED REPRESENTATIVES, AND EMPLOYEES FROM ANY CLAIMS AND LIABILITIES (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) RELATED TO ANY THIRD-PARTY CLAIM FOR PROPERTY DAMAGE, PERSONAL INJURY, OR DEATH TO THE EXTENT CAUSED BY**

EXHIBIT A

GROSS NEGLIGENCE, RECKLESSNESS, OR INTENTIONAL WRONGFUL CONDUCT OF LICENSEE OR ITS CONTRACTORS ARISING FROM THIS AGREEMENT OR THE LICENSE ("CLAIMS"); PROVIDED, HOWEVER, THAT INDEMNIFICATION RELATING TO PERSONAL INJURY OF EMPLOYEES WILL NOT APPLY TO ANY CLAIMS MADE BY MUNICIPALITY'S EMPLOYEES THAT ARE COVERED UNDER APPLICABLE WORKERS' COMPENSATION LAWS.

- 6.2. Notice of Claims. Municipality shall give prompt written notice to Licensee of any Claim or threatened Claim no later than fifteen (15) calendar days after Municipality receives written notice of the action, suit, or proceeding. Municipality's failure to give the required notice will not relieve Licensee from its obligation to indemnify Municipality unless, and only to the extent, that Licensee is materially prejudiced by such failure.
- 6.3. Defense. Licensee will have the right at any time, by notice to Municipality, to participate in or assume control of, the defense of the Claim with counsel of its choice, which counsel must be reasonably acceptable to Municipality. Municipality agrees to cooperate fully with Licensee and Municipality shall have the right to participate in the defense at its own expense. If Licensee does not assume control or otherwise participate in the defense of any Claim, Licensee shall be bound by the results obtained by Municipality with respect to the Claim. If Licensee assumes the defense of a Claim, then in no event will Municipality admit any liability with respect to, or settle, compromise or discharge, any Claim without Licensee's prior written consent.
7. Limitation of Liability. **NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THIS LIMITATION WILL BE SUBJECT TO AND MAY BE LIMITED BY APPLICABLE STATE LAW.**
8. Performance Bond. If Licensee has not previously provided Municipality with a performance bond under any prior agreement, Licensee shall, promptly after the License Commencement Date, provide Municipality with a performance bond in the amount of ten thousand dollars (\$10,000) naming Municipality as obligee and guaranteeing Licensee's faithful performance of its obligations under this Agreement. The performance bond will remain in full force during the Term of this Agreement. At Licensee's election, any performance bond previously provided by Licensee to Municipality and associated with its state or local video service franchise may be applied to its obligations, in whole or in part, under this paragraph.
9. Insurance
 - 9.1. Licensee will carry and maintain the following insurance:
 - 9.1.1. Commercial General Liability (CGL), with policy limits not less than \$2,000,000 in aggregate and \$2,000,000 for each occurrence covering bodily injury and property damage, and \$5,000,000 umbrella coverage with the following features: (a) CGL primary insurance endorsement; and (b) CGL policy will

EXHIBIT A

include an endorsement which names Municipality, its employees, and officers as additional insureds.

9.1.2. Workers' Compensation with policy limits not less than the Municipality's requirements.

9.2. All insurance certificates, endorsements, coverage verifications and other items required pursuant to this Agreement will be mailed directly to Municipality's insurance compliance representative at the following address:

City of Lockhart

Lockhart, TX _____

10. Effective Date and Term. This Agreement is effective on the later of (a) the date the last party to sign executes this Agreement and (b) the date on which any implementing ordinance becomes effective in accordance with its terms and state law ("**Effective Date**"). The License will expire automatically on the twentieth anniversary of the License Commencement Date, unless earlier terminated in accordance with the provisions herein. Thereafter, the License will automatically renew for successive 5-year terms (each a "**Renewal Term**") unless a party provides at least six (6) months' prior written notice to the other party of its intent not to renew.

11. Termination.

11.1. Termination by Municipality. Municipality may terminate this Agreement if Licensee is in material breach of the Agreement, provided that Municipality must first provide Licensee written notice of the breach and an opportunity to cure. No termination under this paragraph will be effective until one hundred eighty (180) days' after Licensee's receipt of notice from Municipality of any material breach.

11.2. Termination by Licensee. Licensee may terminate this Agreement for convenience upon one hundred eighty (180) days' written notice to Municipality.

12. Assignment. Except as set forth below, neither party may assign or transfer its rights or obligations under this Agreement, in whole or part, to a third party, without the written consent of the other party. Any agreed upon assignee will take the place of the assigning party, and the assigning party will be released from all of its rights and obligations upon such assignment.

12.1. Notwithstanding the foregoing, Licensee may at any time, on written notice to Municipality, assign this Agreement and/or any or all of its rights and obligations under this Agreement:

12.1.1. to any Affiliate (as defined below) of Licensee;

12.1.2. to any successor in interest of Licensee's business operations in Municipality connection with any merger, acquisition, or similar transaction if Licensee determines after a reasonable investigation that the successor in interest has

EXHIBIT A

the resources and ability to fulfill the obligations of this Agreement; or

12.1.3. to any purchaser of all or substantially all of Licensee's Network Facilities in Municipality if Licensee determines after a reasonable investigation that the purchaser has the resources and ability to fulfill the obligations of this Agreement.

12.2. Following any assignment of this Agreement to an Affiliate, Licensee shall remain responsible for such Affiliate's performance under the terms of this Agreement. For purposes of this section, (i) "Affiliate" means any Person that now or in the future, directly or indirectly controls, is controlled with or by, or is under common control with Licensee; and (ii) "control" shall mean, with respect to: (a) a U.S. corporation, the ownership, directly or indirectly, of fifty percent (50%) or more of the voting power to elect directors thereof, or (b) a non-U.S. corporation, if the voting power to elect directors thereof is less than fifty percent (50%), the maximum amount allowed by applicable law; and (c) any other Person, fifty percent (50%) or more ownership interest in said Person, or the power to direct the management of such Person.

13. Notice. All notices related to this Agreement will be in writing and sent, if to Licensee to the email addresses set forth below, and if to Municipality to the address set forth in Municipality's signature block to this Agreement. Notices are effective (a) when delivered in person, (b) upon confirmation of a receipt when transmitted by facsimile transmission or by electronic mail, (c) on the next business day if transmitted by registered or certified mail, postage prepaid (with confirmation of delivery), (d) on the next business day if transmitted by overnight courier (with confirmation of delivery), or (e) three (3) days after the date of mailing, whichever is earlier.

Licensee's e-mail address for notice is _____@_____.com, with a copy to _____@_____.com.

14. General Provisions. This Agreement is governed by the laws of the state Texas and venue for any dispute shall be a court of competent jurisdiction in Caldwell County, Texas. Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control. This Agreement sets out all terms agreed between the parties and supersedes all previous or contemporaneous agreements between the parties relating to its subject matter. This Agreement, including any exhibits, constitutes the entire agreement between the parties related to this subject matter, and any change to its terms must be in writing and signed by the parties. The parties may execute this Agreement in counterparts, including facsimile, PDF, and other electronic copies, which taken together will constitute one instrument. Each party to this Agreement agrees that Licensee may use electronic signatures.

[Signature page follows]

EXHIBIT A

Signed by authorized representatives of the parties on the dates written below.

LICENSEE:	MUNICIPALITY: City of Lockhart
_____	_____
(Authorized Signature)	
_____	_____
(Name)	Lew White, Mayor

(Title)	Address:
Address:	City of Lockhart
	PO Box 239
	Lockhart, TX 78644
	Date: _ _ _ _ _
Date: _____	

EXHIBIT A

EXHIBIT A FORM OF LETTER OF AUTHORIZATION

[LICENSEE LETTERHEAD]

[Date]

Via Email ([Email Address])

City of [Placeholder]

[Addressee]

[Address]

Re: [Amended] Letter of Authorization

Dear [Name],

In accordance with Section 4.3 of the License Agreement dated ____ between the City of Lockhart and _____ ("Licensee"), Licensee hereby designates the following Authorized Individuals (as that term is defined in the Agreement), who may submit and sign permit applications and other submissions to the Municipality on behalf of Google Fiber. [If *applicable*: This letter amends and supersedes the Letter of Authorization dated .)

{Insert name and title for each Authorized Individual, including any Authorized Individual previously named and whose authority continues. Strike through the names of any individuals who are no longer authorized, if any.}

1. Name, Title
2. Name, Title
3. Name, Title (previously authorized, authorization continues)
4. Naffle, Title (authorization withdrawn)

This authorization may be withdrawn or amended and superseded by a written amendment to this Letter of Authorization, which will be effective 24 hours after receipt by the Municipality.

Kind regards,

[Name]

Manager, _____

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: December 16, 2025

AGENDA ITEM CAPTION: Discussion regarding nomination of Massimo Gerosa to the Lockhart Economic Development Corporation by Mayor Lew White for a term to expire in November 2026.

ORIGINATING DEPARTMENT AND CONTACT: Council - Mayor Lew White

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: Mayor White has nominated Massimo Gerosa to be appointed to the Lockhart Economic Development Corporation.

After reviewing the application, Mr. Gerosa meets the qualifications to serve on a city board.

Resolution 2024-02 was adopted in 2024 establishing administrative procedures for the nomination of board and commission members to include a 2-step process. First, the nomination is to be placed on the agenda as "announcement of nomination" followed by a notice on a subsequent agenda as "discussion and/or action on the nomination."

The announcement of nomination occurred during the December 2, 2025 Council meeting.

Action of appointment, should move to appoint Mr. Gerosa to the board, will occur during the December 16, 2025 Council meeting.

PROJECT SCHEDULE (if applicable): N/A

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: Annoucement of nomination was made during the December 2, 2025 Council meeting.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

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

LIST OF SUPPORTING DOCUMENTS: Massimo Gerosa Application - LEDC, LEDC Roster

BOARD QUALIFICATION CHECKLIST DATE RECEIVED:

APPLICANT'S NAME: Massimo Gerosa

BOARD NAME(S): LEDC

The qualifications for members of boards and commissions, except special qualifications for service on a particular board or commission, are as follows:

- Appointees must each be a resident of the State of Texas and a resident of the City of Lockhart for at least twelve (12) consecutive months preceding their appointment unless a particular board's or commission's composition or state law allows for membership by a non-resident of the City.
Date of residency in Lockhart: 2019 (APPROX)
- Appointees shall be qualified voters in the City of Lockhart or, if not a resident of the City, of Caldwell County.
Date qualified voter in Lockhart: 2019
- Appointees shall not have been removed from another city board or commission because of failure to attend meetings or for cause within the last three years.
Removed from another board? YES or NO
If yes, date _____ and board _____
- No member of any appointed body shall serve on more than one quasi-judicial or advisory board or commission.
Serves on another board? YES or NO
If yes, board currently serving: _____

BOARD SPECIFIC QUALIFICATIONS:

LEDC
Y or N City Resident?
N/A or N If no, Caldwell County resident?

Lockhart Economic Development Corporation meets on the second Monday at 6:30 p.m. each month. The Board assists in financing the Lockhart Capital Improvement Plan as adopted by the City of Lockhart, shall establish an enterprise fund for approved projects pursuant to the Lockhart Capital Improvement Plan, and shall annually submit a Multi-Year Financial Plan to the City Council. The Board provides economic development assistance from entrepreneurs to large corporations and from retail to manufacturing companies such as property tax abatements. The Board consists of seven directors that serve a two-year term. The Economic Development Director is the staff liaison.

CITY SECRETARY'S DETERMINATION OF APPLICANT'S QUALIFICATION:

Is Applicant Qualified? YES NO DISCRETION OF THE COUNCIL

NOTES: _____

In order to be considered for an appointment to a Lockhart Board or Commission, please complete the following application. You may also attach a current resume and letter of interest if you choose.

1. PERSONAL INFORMATION

Full Legal Name Massimo Gerosa		Preferred Name	
Physical Home Address 1308 Clearfork Street			
Mailing Address (if different)			
City Lockhart	State TX	Zip 78644	
Home Phone		Work Phone	
Mobile Phone			
Email Address			
Date of Birth			

2. AREAS OF INTEREST

Please indicate the position(s) of interest to you.

☐	Airport Advisory Board	☐	Animal Shelter Advisory Board
☐	Zoning Board of Adjustment & Appeals	☐	Historical Preservation Commission
☐	Charter Review Commission	☐	Hotel Occupancy Tax Advisory Board
☐	Construction Board of Appeals	☐	Library Advisory Board
☒	Economic Development Corp (1/2 Cent Sales Tax)	☐	Parks & Recreation Advisory Board
☐	Electric Board	☐	Planning & Zoning Commission

In the space below, please explain your interest in the position(s) selected above. Also, please explain any experience you have related to your selection(s).

I am interested in serving on the Economic Development Corporation Board because I believe in Lockhart's potential for sustainable growth and strategic investment and I care deeply about Lockhart's long-term prosperity and the well-being of its residents. As a senior private banker with over 20 years of experience—and a former accountant in Milan—I've worked extensively with individuals, businesses, and municipalities to structure financial solutions that foster growth and resilience. I see this Board as a vital platform to help shape Lockhart's economic future, support local entrepreneurs, and attract sustainable investment. My goal is to contribute not only technical expertise, but also a community-centered perspective that prioritizes inclusive development and thoughtful stewardship of public resources.

3. BOARD MEMBER QUALIFICATIONS

The following are qualifications as outlined in Section 2-209 of the Lockhart Code of Ordinances to serve on a Board/Commission:

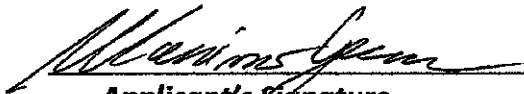
YES	NO	Please answer the following questions about Board/Commission qualifications:
☒	☐	Have you been a resident of the State of Texas/City of Lockhart for at least twelve (12) consecutive months preceding appointment?
☒	☐	Are you a registered voter?
☐	☒	Have you been removed from another city board or commission because of failure to attend meetings or for cause within the last three years?
☐	☒	Do you serve on any other City of Lockhart board/commission/committee at this time? If yes, please list: _____

For your reference, the following additional qualifications apply to appointed Board/Commission members:

- A member who is required to be a resident of the city (or county when applicable) when appointed and who thereafter moves his or her primary residence outside of the corporate limits of Lockhart (or county when applicable) vacates his or her position on a board or commission on the date the residency changes.
- The City Council shall have the right, but not the duty, to appoint up to two members who are not city residents but who are residents of Caldwell County to the Lockhart Airport Advisory Board, the Eugene Clark Library Board, and the Construction Board of Appeals.
- Any member of a board or commission who is absent from three consecutive regular meetings, or any four non-consecutive regular meetings of the board or commission during any twelve-month period, shall forfeit his or her position and the vacancy occurring shall be declared and filled by the Council.
- Members must maintain their qualifications while serving on a board or commission.
- No member of any appointed body shall serve on more than one quasi-judicial or advisory board or commission.
- No appointed body shall deviate from its charge, deliberate items not on its agendas, or speak for the council or City of Lockhart without council authorization.
- Members appointed serve without compensation.

Certification of Applicant

I hereby certify that the foregoing and any attached statements are true, accurate and complete. I also understand that this application is subject to disclosure under the Texas Public Information Act.


Applicant's Signature

11-20-2025
Date

Completed application, resume and letter of interest may be submitted in person, email, or by mail to:

City of Lockhart
City Secretary's Office
308 W. San Antonio Street / PO Box 239
Lockhart, TX 78644

Phone: 512.398.3461
jbowermon@lockhart-tx.org

Updated 1-17-25

**ECONOMIC DEVELOPMENT CORPORATION
(1/2 CENT SALES TAX)**

Two Year Terms

First	Last	Address1	Council Member	Date Appt / Reappt
Vacant	Doug Foster resigned	1314 Clearfork St.	Jeffry Michelson	
Vacant	Alan Fielder resigned	410 Connolly Circle	Mayor White	
Juan	Alvarez, Jr.	600 Pearl	Juan Mendoza	12/21/2021
Alfredo	Munoz	1201 Plum St.	Angie Sanchez	1/7/2020
Frank	Estrada	407 W. China St.	Brad Westmorel and	2/4/2020
Yolanda	Strey	505 Blakes Cove	David Bryant	9/6/2022
Justin (JJ)	Wells	1007 West Live Oak	John Lairsen	6/3/2025

Economic Development Director - staff liaison

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: December 16, 2025

AGENDA ITEM CAPTION: Discussion regarding nomination of Kara McGregor to the Lockhart Economic Development Corporation by Mayor Pro-Tem Jeffry Michelson for a term to expire in November 2026.

ORIGINATING DEPARTMENT AND CONTACT: Council - Jeffry Michelson

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: Mayor Pro-Tem Michelson has nominated Kara McGregor to be appointed to the Lockhart Economic Development Corporation.

After reviewing the application, Ms. McGregor meets the qualifications to serve on a city board.

Resolution 2024-02 was adopted in 2024 establishing administrative procedures for the nomination of board and commission members to include a 2-step process. First, the nomination is to be placed on the agenda as "announcement of nomination" followed by a notice on a subsequent agenda as "discussion and/or action on the nomination."

The announcement of nomination occurred during the December 2, 2025 Council meeting.

Action of appointment, should the Council should move to appoint Ms. McGregor to the board, will occur during the December 16, 2025 Council meeting.

PROJECT SCHEDULE (if applicable): N/A

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: None.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

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

LIST OF SUPPORTING DOCUMENTS: Kara McGregor Application - LEDC , LEDC Roster

BOARD QUALIFICATION CHECKLIST

DATE RECEIVED: 11.20.25

APPLICANT'S NAME: Kara McGregor

BOARD NAME(S): LEDC

The qualifications for members of boards and commissions, except special qualifications for service on a particular board or commission, are as follows:

- Appointees must each be a resident of the State of Texas and a resident of the City of Lockhart for at least twelve (12) consecutive months preceding their appointment unless a particular board's or commission's composition or state law allows for membership by a non-resident of the City.
Date of residency in Lockhart: 2002 (APPROX)
- Appointees shall be qualified voters in the City of Lockhart or, if not a resident of the City, of Caldwell County.
Date qualified voter in Lockhart: 2002
- Appointees shall not have been removed from another city board or commission because of failure to attend meetings or for cause within the last three years.
Removed from another board? YES or NO
If yes, date _____ and board _____
- No member of any appointed body shall serve on more than one quasi-judicial or advisory board or commission.
Serves on another board? YES or NO
If yes, board currently serving: _____

BOARD SPECIFIC QUALIFICATIONS:

LEDC
Y or N City Resident?
N/A or N If no, Caldwell County resident?

Lockhart Economic Development Corporation meets on the second Monday at 6:30 p.m. each month. The Board assists in financing the Lockhart Capital Improvement Plan as adopted by the City of Lockhart, shall establish an enterprise fund for approved projects pursuant to the Lockhart Capital Improvement Plan, and shall annually submit a Multi-Year Financial Plan to the City Council. The Board provides economic development assistance from entrepreneurs to large corporations and from retail to manufacturing companies such as property tax abatements. The Board consists of seven directors that serve a two-year term. The Economic Development Director is the staff liaison.

CITY SECRETARY'S DETERMINATION OF APPLICANT'S QUALIFICATION:

Is Applicant Qualified? (YES) NO DISCRETION OF THE COUNCIL

NOTES: _____

In order to be considered for an appointment to a Lockhart Board or Commission, please complete the following application. You may also attach a current resume and letter of interest if you choose.

1. PERSONAL INFORMATION

Full Legal Name Kara Bliss McGregor		Preferred Name	
Physical Home Address 604 W. San Antonio Street			
Mailing Address (if different)			
City Lockhart		State TX	Zip 78644
Home Phone		Work Phone	
Mobile Phone			
Email Address			
Date of Birth			

2. AREAS OF INTEREST

Please indicate the position(s) of interest to you.

☐	Airport Advisory Board	☐	Animal Shelter Advisory Board
☐	Zoning Board of Adjustment & Appeals	☐	Historical Preservation Commission
☐	Charter Review Commission	☐	Hotel Occupancy Tax Advisory Board
☐	Construction Board of Appeals	☐	Library Advisory Board
☒	Economic Development Corp (1/2 Cent Sales Tax)	☐	Parks & Recreation Advisory Board
☐	Electric Board	☐	Planning & Zoning Commission

In the space below, please explain your interest in the position(s) selected above. Also, please explain any experience you have related to your selection(s).

I Would like to continue my public service after serving on City Council for six years. I think LEDC is the best fit for my expertise and contributions.

3. BOARD MEMBER QUALIFICATIONS

The following are qualifications as outlined in Section 2-209 of the Lockhart Code of Ordinances to serve on a Board/Commission:

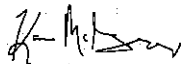
YES	NO	Please answer the following questions about Board/Commission qualifications:
☒	☐	Have you been a resident of the State of Texas/City of Lockhart for at least twelve (12) consecutive months preceding appointment?
☒	☐	Are you a registered voter?
☐	☒	Have you been removed from another city board or commission because of failure to attend meetings or for cause within the last three years?
☐	☒	Do you serve on any other City of Lockhart board/commission/committee at this time? If yes, please list: _____

For your reference, the following additional qualifications apply to appointed Board/Commission members:

- A member who is required to be a resident of the city (or county when applicable) when appointed and who thereafter moves his or her primary residence outside of the corporate limits of Lockhart (or county when applicable) vacates his or her position on a board of commission on the date the residency changes.
- The City Council shall have the right, but not the duty, to appoint up to two members who are not city residents but who are residents of Caldwell County to the Lockhart Airport Advisory Board, the Eugene Clark Library Board, and the Construction Board of Appeals.
- Any member of a board or commission who is absent from three consecutive regular meetings, or any four non-consecutive regular meetings of the board or commission during any twelve-month period, shall forfeit his or her position and the vacancy occurring shall be declared and filled by the Council.
- Members must maintain their qualifications while serving on a board or commission.
- No member of any appointed body shall serve on more than one quasi-judicial or advisory board or commission.
- No appointed body shall deviate from its charge, deliberate items not on its agendas, or speak for the council or City of Lockhart without council authorization.
- Members appointed serve without compensation.

Certification of Applicant

I hereby certify that the foregoing and any attached statements are true, accurate and complete. I also understand that this application is subject to disclosure under the Texas Public Information Act.



Kara McGregor

11/20/2025

Applicant's Signature

Date

Completed application, resume and letter of interest may be submitted in person, email, or by mail to:

City of Lockhart
City Secretary's Office
308 W. San Antonio Street / PO Box 239
Lockhart, TX 78644

Phone: 512.398.3461
jbowermon@lockhart-tx.org

**ECONOMIC DEVELOPMENT CORPORATION
(1/2 CENT SALES TAX)**

Two Year Terms

First	Last	Address1	Council Member	Date Appt / Reappt
Vacant	Doug Foster resigned	1314 Clearfork St.	Jeffry Michelson	
Vacant	Alan Fielder resigned	410 Connolly Circle	Mayor White	
Juan	Alvarez, Jr.	600 Pearl	Juan Mendoza	12/21/2021
Alfredo	Munoz	1201 Plum St.	Angie Sanchez	1/7/2020
Frank	Estrada	407 W. China St.	Brad Westmorel and	2/4/2020
Yolanda	Strey	505 Blakes Cove	David Bryant	9/6/2022
Justin (JJ)	Wells	1007 West Live Oak	John Lairsen	6/3/2025

Economic Development Director - staff liaison

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: December 16, 2025

AGENDA ITEM CAPTION: Discussion and/or action to adopt a Speed Cushion/Traffic Calming Policy regarding pedestrian and traffic safety on residential streets.

ORIGINATING DEPARTMENT AND CONTACT: Public Works - Sean Kelley

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: A resident of S. Blanco Street contacted the City with concerns about speeding and streets without pedestrian walkways, noting that it creates potential safety risks for people walking with children and pets. The resident requested the City to study traffic speeds and review traffic-calming options such as speed cushions to address these concerns. Staff provided a presentation to City Council at the October 21, 2025 meeting to outline the existing procedures for evaluating these requests. Staff were then directed by City Council to develop a more formal and comprehensive traffic-calming request policy and return at a future meeting for discussion and consideration.

Following the presentation on October 21, 2025, Lockhart Police Department (PD) deployed the speed trailer at South Blanco Street, south of Hackberry Street, to collect data related to speeds and the volume of vehicles traveling on South Blanco Street.

Over the two-week period, 9,765 total vehicles traveled by the speed trailer.

- Average Daily Traffic Counts= 698
- Peak Hourly Traffic Count = 180
- Average speed of vehicles = 23 MPH
- 85th Percentile speed= 28 MPH

Lockhart PD also checked the intersection for any data regarding accidents and traffic violations over the past 5 years. No accidents have been reported with 8 total traffic stops over the past 5 years. No abnormal conditions exist based on the data collected and observed.

The metrics identified above are several of the key components incorporated into the proposed traffic-calming policy.

The proposed Speed Cushion/Traffic Calming Policy outlines the guidelines for the installation, design, and maintenance of speed cushions as a traffic-calming measure. Speed cushions are designed to slow down smaller vehicles while allowing emergency and large vehicles to pass without delay. The policy includes eligibility requirements, petition processes, design standards, prioritization criteria, and funding responsibilities.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

Purpose

- Speed cushions reduce vehicle speeds without impeding emergency services.
- Commonly used in residential areas to slow traffic down.

Design Features

- Typical dimensions: 8–10 ft length, 6–7 ft width, max height 3 inches.
- Made from recycled rubber for durability and noise reduction.
- Includes gaps for emergency vehicles and bicycles.

Spacing and Location Standards

- Spacing: ~500 ft apart; varies by block length.
- Placement: Avoid intersections, driveways, signals, manholes, and hydrants.
- Traffic control signs and markings per Texas Manual on Uniform Traffic Control Devices (TMUTCD) standards.

Eligibility Requirements

- Petition with two-thirds support from adjacent households/businesses, AND;
- Operational and Street Characteristics (All Criteria Must Be Met):
 - o Speed limit $\leq$ 30 mph.
 - o 85th percentile speed $\geq$ 35 mph or 5 MPH over the speed limit.
 - o No more than one lane per direction and curb/gutter. Special considerations are needed to accommodate streets with no curbs and to prevent vehicle drive-arounds.
 - o Daily traffic volume $\geq$ 800 vehicles per day.
 - o Approval from emergency services; not within 1,500 ft of emergency service buildings.

Application and Installation Process

- Request submitted to Public Works Department.
- Preliminary review and data collection for eligibility.
- Petition circulation and verification.
- Priority ranking based on speed, volume, accidents, and pedestrian generators.

Funding & Cost

- The City covers installation costs (cushions, signs, markings).

City of Lockhart, Texas

Council Agenda Item Cover Sheet

- Funding is approved by City Council during the budget process and allocated based on the priority list.

Removal/Alteration

- Same petition process as installation (two-thirds support required).

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff respectfully recommends adoption speed cushion policy.

LIST OF SUPPORTING DOCUMENTS: Speed Cushion Policy, Speed Cushion Images

Speed Cushion/Traffic Calming Policy

1. GENERAL

The purpose of this policy is to provide guidelines for the application of speed cushions. A "speed cushion" is a traffic calming device that is raised in the center of a road with gaps on the sides for emergency vehicles, bicycles, and other wide-axle vehicles to pass through at speed without slowing down. This unique design forces cars and other smaller vehicles to slow down as their wheels are forced into the cutouts, while allowing larger vehicles like fire trucks, ambulances, and buses to maintain their speed. They are commonly used on emergency vehicle routes and in residential areas to reduce traffic speed without causing significant delays for emergency services. Common designs of speed cushions include 1) **Length:** Commonly 8 to 10 feet in the direction of travel, 2) **Width:** Typically 6 to 7 feet, which is wider than most passenger cars but narrower than the axle width of large emergency vehicles and 3) **Material Recycled Rubber:** A common choice due to its durability, flexibility, and ease of installation and removal (e.g., for road resurfacing or repairs). They also produce less noise than concrete or asphalt. A speed cushions differs from "speed bumps and humps", which are more abrupt. Due to gentle vehicle rocking, speed cushions cause some drivers discomfort and result in most vehicles slowing down at speed cushions and between properly spaced successive cushions.

Research has shown that speed cushions and other raised traffic calming devices are effective in safely reducing speeds along roadways. There is, however, potential for traffic diversion onto neighboring streets as a result of motorists avoiding roads containing speed cushions.

Multi-way stop signs are traffic control devices and are not traffic calming measures. An engineering study based on criteria outlined in the Texas Manual on Uniform Traffic Control Devices (TMUTCD) is used to determine if a multi-way stop is warranted.

In order for speed cushion installation to be effective, their provisions should be in accordance with established transportation engineering criteria and documented facts. As is the case with all traffic control devices, proper installation will encourage compliance and safe driving practices. This policy provides criteria and procedures for installation of safe and effective speed cushions.

The city reserves the right to change any or all of the criteria and procedures in these guidelines if deemed necessary.

2. ELIGIBILITY REQUIREMENTS

All of the following criteria shall be satisfied for a street to be considered eligible for speed cushion installation.

A. PETITION

1. A petition from the residents and business owners documenting that at least two-thirds of all households and businesses adjacent to the project street support the installation of speed cushions.
2. A verification statement from the contact person confirming that the signatures on the speed cushion petition are valid and represent at least two-thirds of the households/businesses adjacent to the project street (refer to attached verification statements).
3. A statement from the neighborhood association endorsing speed cushion installation on the project street. In the absence of a neighborhood association, the petition area may be extended to include nearby streets that may see an increase in traffic as a result of this project. Staff will determine the petition area.

B. OPERATIONAL AND GEOMETRIC CHARACTERISTICS OF THE STREET

1. The street shall provide access (via driveway or on-street parking) to abutting residential and/or commercial properties (residential local or low-volume collector streets). Residential properties include multiple dwellings such as apartment complexes.
2. The street shall not have more than one traffic lane in each direction.
3. The street shall have a regulatory speed limit of 30 mph or less as determined in accordance with State Law.
4. The 85th percentile speed on the street section must be at least 35 mph or 5 mph over the regulatory speed limit.
5. The speed cushions should not be located on a horizontal curve, on vertical curves where visibility of the cushion is restricted, or on the approaches to these curves.
6. The street should have curb and gutter. Considerations may be given to streets without curb and gutter. In such cases, special care should be used to accommodate drainage and prevent vehicle run-arounds.
7. The street must be approved by the emergency services departments for installation of speed cushions. Requests closer than 1,500' from an emergency services department building will not be considered.
8. The street must have a 24-hour traffic volume of at least 800 vehicles.

3. PROJECT PRIORITIZATION

Speed cushion projects are prioritized on a city-wide basis. This ensures proper allocation of the City's resources. The projects will be ranked according to the criteria developed by the staff and funding.

4. COST RESPONSIBILITY

The city will consider designing funds for traffic calming including speed cushions; however, the cost for speed cushions installation (including cushions, signs, pavement markings and if necessary, special features) will be covered by the City.

5. SPEED CUSHION LOCATION

A speed cushion shall not be located in front of a property if the occupant objects to its placement or, in the case of multiple dwellings, if a majority of the households on the property object to its placement. Fulfillment of this requirement is the responsibility of the applicant(s).

6. DESIGN, CONSTRUCTION AND MAINTENANCE

The Public Works Department shall prepare design standards and installation procedures for speed cushions and related features such as signs and pavement markings. The Department will administer construction of speed cushions. The Department will maintain the speed cushions and all related features.

7. SPEED CUSHION REMOVAL AND ALTERATION

The process for speed cushion alteration or removal requested by the residents is the same as the process for installation. A petition approved by the neighborhood association, documenting that at least two-thirds of all households and businesses adjacent to the speed cushion street are in favor of speed cushion removal, will be required.

Speed Cushion Installation Procedure

The following items describe the procedure to be followed for speed cushion installation. A list of the speed cushion installation process is presented.

1. PROJECT REQUEST

Individual residents or neighborhood associations can initiate requests for speed cushion installation. A request must be made to:

City of Lockhart
Attn: Public Works Department
PO Box 239
Lockhart, Texas 78644

2. PRELIMINARY REVIEW

- A. After a request for speed cushions has been received, City staff will conduct an initial investigation and collect data to determine the street's eligibility regarding the operational and geometric characteristics. This eligibility process includes approval from the emergency services departments.
- B. If the operational and geometric requirements for eligibility are not met, the street will not be considered for speed cushions, and the requestor(s) will be notified.
- C. If after the initial study it is determined that the street qualifies for speed cushion installation, a petition packet consisting of the speed cushion petition, a verification statement for the contact person, and an endorsement statement for the neighborhood association, if applicable, will be provided to the requestor(s). The project requestor(s) will be responsible for circulating the petition in the petition area.
- D. Signatures representing two-thirds of all the households and businesses within the petition area must be in favor of speed cushion installation for the study to proceed further. Multi-family dwellings with more than four units will be counted as one household, with the property owner or manager representing the household.
- E. The cut-off date for receiving requests for speed cushion projects to be undertaken during a particular fiscal year will be March 1st of the preceding fiscal year, the cut-off date for receiving the approved petition, verification statement, and endorsement statement will be May 1st of the preceding fiscal year.
- F. If the approved petition, completed verification statement, and endorsement statement from the neighborhood association (if applicable) is received by the specified date, the street will be placed on the list of streets eligible for speed cushion installation. A priority ranking will be assigned to the street according to the project prioritization criteria.

3. FUNDING

Funding is approved by City Council allowing for a specific amount of money to be allocated to speed cushion installation. City funding will proceed in descending order from the top of the priority list (detailed below).

4. SPEED CUSHION INSTALLATION

Upon allotment of funding, speed cushions will be installed as scheduling permits. The construction of cushions, the placement of signs and marking will conform to the current design standards as established by the City Construction Standards.

Project Prioritization Criteria

Speed cushion projects will be ranked according to the criteria established in this section. Projects will be assigned points on the basis of existing speeds and volumes, average number of speed related accidents reported to the Lockhart Police Department and presence of schools and/or other special pedestrian generators in the area. The project accumulating the greatest number of points will be considered to have the highest priority. Among projects with the same rank, higher priority will be given to the one with the earliest application date.

1. ACCIDENT CRITERIA

All accidents considered for point assignment must be speed-related accidents within the LPD database and on the project street, either at intersections or at mid-block locations.

Total number of reported accidents over a period of 3 consecutive years	Points assigned
3	1
4-6	2
7-9	3
10-12	4
13 or more	5

2. SPEED CRITERIA

The speed criteria considers the difference between the 85th percentile speed during the entire 24-hour period and the regulatory speed limit (85th percentile speed is the speed at or below which 85 percent of the drivers are traveling).

Speed difference between 85 th percentile speed and regulatory speed limit (MPH)	Points assigned
5-7	4
8-10	6
Greater than 10	8

3. TRAFFIC VOLUME CRITERIA

Traffic volumes (two-way) during the peak hour are considered.

Hourly volume (veh/hour)	Points assigned
<50	0
50-225	1
226-300	2
301-375	3
376-450	4
Greater than 450	5

4. TYPE OF NEIGHBORHOOD CRITERIA

Points will be assigned to the project if there are schools and/or special pedestrian generators (such as parks, elderly housing, community center, and shopping areas).

- | | |
|---|---------|
| 1. Schools within a ½ mile radius of the project street. | 1 point |
| 2. Special pedestrian generators other than schools within a 1,000-foot radius of the project street. | 1 point |
| 3. Absence of sidewalks on the project street. | 1 point |

Design Standards

1. DIMENSION AND CROSS-SECTION

Speed cushion dimensions vary, but typical specifications include a length between 7 and 21 feet, a width of 6 to 7 feet, and a maximum height of 3 inches. The cross-section has a flat top with ramped sides, and the cushions can be configured with gaps for emergency vehicle passage, though a small lip may exist at the edges of the gaps. Design standards emphasize a gradual slope, proper placement with clear visibility, and consistent use of reflective markings and warning signs.

2. SPACING AND LOCATION

Speed cushions will usually be placed 500 ft. apart on average to maintain consistent speeds. Other spacing may be used based upon engineering judgment. The following guidelines will be considered when determining speed cushion spacing.

1. On single short blocks (300 ft. to 500 ft.) a signal cushion cross-section positioned near midpoint is usually sufficient.
2. On single blocks of moderate length (500 ft. to 1000 ft.) two-cushion cross-section configurations are usually adequate.
3. On very long blocks (1000 ft. to 1600 ft) three or more cushion cross-sections may be necessary.

The following should be considered when locating speed cushions.

1. A speed cushion should not be located in front of a driveway or within an intersection. Speed cushions should not be located within 250 ft. of a traffic signal or within 50 feet of an intersection.
2. Speed cushions should not be located over, or contain manholes, or be located adjacent to fire hydrants.

3. A 12-inch minimum gap may be considered along curbed roadways for drainage. For cushions installed on non-curbed roadways special treatment such as delineator posts should be considered to prevent vehicle run-arounds. For cushions located near drainage inlets the cushion should be placed just downstream of the inlet. If this is not feasible, special treatment should be considered for drainage.
4. If possible, cushions should be located on property lines rather than directly in front of a residence.
5. The advantage of existing or planned street lighting should be taken into consideration when determining speed cushion locations.

3. TRAFFIC CONTROL

Traffic control consisting of signs and markings should be provided to advise roadway users of the presence of a speed cushion and to guide their subsequent action. Traffic signs and pavement markings should conform to Manual of Uniform Traffic Control and Devices Standards (MUTCD).

Speed Cushion Images



Installation



City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: December 16, 2025

AGENDA ITEM CAPTION: Discussion and/or action regarding Ordinance 2025-29 adding Section 50-43 to Article II "Excavations and Safety in Public Rights-of-Way" in Chapter 50 "Streets, Sidewalks and Other Public Places" to the Code of Ordinances to require License Agreements for broadband services placed in public Rights-of-Way.

ORIGINATING DEPARTMENT AND CONTACT: Public Works - Sean Kelley

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: The proposed ordinance adds Section 50-43 to Article II of Chapter 50 in the City of Lockhart Code of Ordinances. This section establishes requirements for license agreements when private entities, including broadband service providers, seek to use or construct improvements within public rights-of-way. The intent of the ordinance is to protect public infrastructure, ensure safety, and secure fair compensation for the City when private entities use public rights-of-way. The City controls the use of its public rights-of-way, including streets, sidewalks, medians, and spaces above or below them. Private construction or encroachment on public property or rights-of-way would be prohibited without an executed license agreement.

The licensing agreements would be between the City of Lockhart and a Licensee (broadband service provider) for the non-exclusive use of the city's public rights-of-way to install and operate a fiber network. The licensing agreement document details:

- The City of Lockhart grants Licensee permission to construct, maintain, and operate network facilities in Public ROW.
- The license is **non-exclusive**, does not convey property interest, and is subject to state/local laws and existing property rights.
- The Licensee must comply with city ordinances, including Design and Construction Standards, and obtain all necessary permits.

Licensee Obligations

- Perform all work at its own cost and comply with applicable laws.
- Install facilities underground when possible and where required.
- Avoid interference with other utilities and maintain facilities safely.
- Provide accurate as-built maps.

City of Lockhart, Texas

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- Repair any damage caused by its work.

Municipality Rights

- May remove or relocate facilities in emergencies or for governmental purposes with notice.
- Requires relocation for non-governmental purposes only if costs are reimbursed.
- Must treat the Licensee in a non-discriminatory manner.

Financial Terms

- The Licensee would be required to pay a **License Fee** equal to **1% of Gross Revenues** from broadband services using the network in Public ROW, reported quarterly to the City.
- Municipality may audit records; late payments accrue interest.

Insurance and Risk Management

- Licensee must indemnify the Municipality for claims caused by its gross negligence or wrongful conduct.
- Maintain insurance: \$2M general liability, \$5M umbrella, and workers' compensation.
- Provide a \$10,000 performance bond.

Term and Termination

- The initial term for agreements is 20 years, with automatic 5-year renewals unless notice is given.
- Either party may terminate with 180 days' notice.
- Assignment is allowed to affiliates or successors with written notice given to the City.

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 respectfully recommends approval of Ordinance 2025-29.

LIST OF SUPPORTING DOCUMENTS: Ordinance 2025-29 - Non-Exclusive License Agreement

ORDINANCE 2025-29

AN ORDINANCE OF THE CITY OF LOCKHART, TEXAS, ADDING SECTION 50-43 TO ARTICLE II “EXCAVATIONS AND SAFETY IN PUBLIC RIGHTS-OF-WAY” IN CHAPTER 50 “STREETS, SIDEWALKS AND OTHER PUBLIC PLACES” TO THE CODE OF ORDINANCES TO REQUIRE LICENSE AGREEMENTS, PROVIDING FOR REPEALING, SEVERABILITY, AND SAVINGS CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lockhart has jurisdiction over the use of its public rights-of-way which includes any public street, road, highway, alley, lane, court, boulevard, or other similar rights-of-way, including facilities such as medians parkways, sidewalks, traffic signals, and signs, public way, or rights-of-way, now laid out or dedicated, and the space on, above, or below it; and

WHEREAS, it is essential that the City of Lockhart manages its public rights of ways to ensure the health, safety, and welfare of its residents; and

WHEREAS, Chapter 283 of the Texas Local Government Code and other state laws provide state-granted rights to use city public rights-of-way for certain services, including telephone services; and

WHEREAS, companies using city rights-of-way for fiber optic facilities delivering broadband services are not granted such state-granted rights to use city public rights-of-way and must have permission of the City to utilize City rights-of-ways; and

WHEREAS, such companies should compensate the City for the use of its rights of -way; and

WHEREAS, the City Council finds that a license agreement (Exhibit A) with such companies will protect the public rights-of-way and compensate the City for such use,

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

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

SECTION 2. That Section 50-43 is added to Article II “Excavations and Safety in Public Rights-of-Way” in Chapter 50 “Streets, Sidewalks and Other Public Places” to the Code of Ordinances to read as follows:

Section 50-43. -- License Agreements.

- (a) A license agreement permits a private party, including an entity providing broadband services, to encroach upon or construct site improvements within public property or the right-of-way.
- (b) Except as provided otherwise by state law, private construction on public property or right-of-way is prohibited without an executed license agreement in place.
- (c) The license agreement may include compensation to the City for the use of public property or public rights-of-way.

SECTION 3. All provisions of the Code of Ordinances of the City of Lockhart codified or uncoded, in conflict with the provisions of this ordinance are hereby repealed, and all other provisions of the Code of Ordinances of the City of Lockhart codified or uncoded, not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 4. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this ordinance are severable, and if any phrase, clause, sentence, or section of this ordinance shall be declared unconstitutional or invalid by any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any other remaining phrase, clause, sentence, paragraph or section of this ordinance.

SECTION 5. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required by law and that public notice of the time, place and purpose of said meeting was given as required by the Texas Open Meetings Act, Texas Government Code, Chapter 551.

SECTION 6. That a conviction of a violation of the terms of this Ordinance shall be a misdemeanor punishable in accordance with Section 1-9 of the Code of Ordinances, as amended.

SECTION 7. This Ordinance shall take effect immediately from and after publication in accordance with the provisions of the City Charter and the Local Government Code.

PASSED AND APPROVED by the City Council of the City of Lockhart, Texas the _____ day of December 2025.

Lew White, Mayor

ATTEST:

Julie Bowermon, City Secretary

APPROVED AS TO FORM:

Bradford E. Bullock, City Attorney

EXHIBIT A

NON-EXCLUSIVE LICENSE AGREEMENT BETWEEN THE CITY OF LOCKHART AND

FOR THE USE OF CITY PUBLIC RIGHT-OF-WAY FOR NETWORK FACILITY INSTALLATION

This License Agreement ("**Agreement**") is by and between the City of Lockhart, a home rule charter city and municipal corporation organized and existing under laws of State of Texas ("**Municipality**"), and _____, a _____ and its subsidiaries, successors, or assigns ("**Licensee**").

RECITALS

- A. Municipality has jurisdiction over the use of the public rights-of-way in Municipality, which includes any public street, road, highway, alley, lane, court, boulevard, or other similar public rights-of-way, including related facilities such as medians, parkways, sidewalks, traffic signals, and signs, public way, or rights-of-way, now laid out or dedicated, and the space on, above or below it, and all extensions thereof, and additions thereto, under the jurisdiction of Municipality ("**Public ROW**").
- B. Licensee desires, and Municipality desires to permit Licensee, to install, maintain, operate, and control a fiber optic infrastructure network in Public ROW ("FTTP Network") for the purpose of offering communications services ("Services"), including broadband Internet access service as defined in 47 C.F.R. § 8.1(b) ("Broadband Services") and Voice over Internet Protocol services, but excluding multichannel video programming services that would be subject to a video services franchise and telecommunications services as defined in 47 C.F.R. § 153(53), to residents and businesses in Municipality ("Customers").
- C. The FTTP Network consists of equipment and facilities that may include aerial or underground fiber optic cables, lines, wire, or strands; underground conduits, vaults, access manholes and handholes; electronic equipment; power generators; batteries; pedestals; boxes; cabinets; vaults; and other similar facilities ("**Network Facilities**").

AGREEMENT

In consideration of the mutual promises made below, Municipality and Licensee agree as follows:

1. Permission to Use and Occupy.

- 1.1. Permission to Use and Occupy Public ROW. Municipality grants Licensee permission to use and occupy the Public ROW (the "**License**") for the purpose of constructing, installing, repairing, maintaining, operating, and if necessary removing the FTTP Network and the related Network Facilities (the "**Work**") in order to offer Services to residents and businesses in Municipality. This Agreement and the License do not authorize Licensee to use any property other than the Public ROW as agreed herein. Licensee's use of any other Municipality property, including poles and conduits, shall be governed under a separate Agreement regarding that use.

EXHIBIT A

- 1.2. Subject to State and Local Law. This Agreement and the License are subject to Municipality's valid authority under State and local laws as they exist now or may be amended from time-to-time, and subject to the conditions set forth in this Agreement.
- 1.3. Subject to Municipality's Right to Use Public ROW. This Agreement and the License are subject and subordinate to Municipality's prior and continuing right to use the Public ROW, including constructing, installing, operating, maintaining, repairing, or removing sewers, water pipes, storm drains, gas pipes, utility poles, overhead and underground electric lines and related facilities, and other public utility and municipal uses.
- 1.4. Subject to Pre-Existing Property Interests. Municipality's grant of the License is subject to all valid pre-existing easements, restrictions, conditions, covenants, encumbrances, claims of title or other property interests that may affect the Public ROW. Licensee will obtain at its own cost and expense any permission or rights as may be necessary to accommodate such pre-existing existing property interests.
- 1.5. No Grant of Property Interest. The License does not grant or convey any property interest.
- 1.6. Non-Exclusive. The License is not exclusive. Municipality expressly reserves the right to grant licenses, permits, franchises, privileges or other rights to any other individual, corporation, partnership, limited liability company, trust, joint stock company, business trust, unincorporated association, joint venture, governmental authority or other entity of any nature whatsoever ("**Person**"), as well as the right in its own name as a municipality, to use Public ROW for similar or different purposes allowed Licensee under this Agreement.
- 1.7. Non-Discrimination. Municipality's grant of the License shall be open, comparable, nondiscriminatory, and competitively neutral.
- 1.8. Compliance with City Ordinances. Licensee acknowledges that it is familiar with the requirements of the Code of Ordinances of the City of Lockhart, including Chapter 50 "Streets, Sidewalks and Other Public Places," and agrees to comply with same, or any deviations from the Code authorized by the Municipality. Licensee also agrees that it will comply with the Municipality's Design and Construction Standards, and all other relevant ordinances of the Municipality.

2. Licensee's Obligations.

- 2.1. Individual Permits Required. Licensee will obtain Municipality's approval of required individual encroachment, construction, and other necessary permits before placing its Network Facilities in the Public ROW or other property of Municipality as authorized. Licensee will provide to Municipality any information lawfully required by Municipality. Licensee will pay all lawful processing, field marking, engineering, and inspection fees before Municipality issues individual permits.
- 2.2. Licensee's Sole Cost and Expense. Licensee will perform the Work at its sole cost and expense.

EXHIBIT A

- 2.3. Compliance with Laws. Licensee will comply with all applicable laws and regulations when performing the Work.
- 2.4. Undergrounding. Licensee will install or relocate its Network Facilities underground in those areas and portions of Municipality where all transmission and distribution facilities of the public utilities providing electric and communications services are required by Municipality ordinance to be placed underground. If, however, any third-party electricity or communications transmission or distribution facilities remain above ground, Licensee may install or keep and retain its Network Facilities above ground.
- 2.5. Reasonable Care. Licensee will exercise reasonable care when performing the Work and will use commonly accepted practices and equipment to minimize the risks of personal injury, property damage, soil erosion, and pollution of surface or groundwater.
- 2.6. Non-Interference. Licensee will place its Network Facilities in conformance with the permits, plans, and drawings approved by Municipality. Licensee will not place its Network Facilities where they will interfere with gas, electric, communications, water, sewer, or other utility facilities.
- 2.7. No Nuisance. Licensee will maintain its Network Facilities in good and safe condition so that its Network Facilities do not cause a public nuisance.
- 2.8. Repair. Licensee will promptly repair any damage to the Public ROW, Municipality property, or private property if such damage is directly caused by Licensee's Work and no other Person is responsible for the damage (e.g., where a Person other than Licensee fails to accurately or timely locate its underground facilities as required by State law). Licensee will repair the damaged property to a condition equal to or better than that which existed prior to the damage.
- 2.9. Identification of Network Facilities. Licensee will identify its Network Facilities using an identification method mutually agreed upon by the parties, or as established by standard industry practices and reasonably directed by Municipality if the parties cannot mutually agree on an identification method. For underground facilities, the identification will be detectable without opening the street or sidewalk
- 2.10. Cooperation in Joint Trench Opportunities. Licensee will cooperate with Municipality in identifying ways to minimize the amount of construction in the Public ROW through joint trenching, sharing duct banks, and cost sharing with Municipality and third parties undertaking similar construction projects involving the installation of underground communications facilities. Licensee's cooperation obligation is subject to any such proposed joint trenching, duct sharing, and cost sharing opportunities being sufficiently compatible with Licensee's plans, as reasonably determined by the Licensee. Without limiting the foregoing, (i) the cooperation opportunity would not be deemed sufficiently compatible with Licensee's plan where the opportunity involves different areas of the Public ROW than Licensee has permission to occupy under this Agreement, or would unreasonably delay or otherwise hinder Licensee's construction plans, and (ii) Licensee is not obligated to cooperate if Licensee enters into a commercial cooperation agreement

EXHIBIT A

reasonably satisfactory to the Licensee with respect to such joint trenching or other cooperation with Municipality or the third-party, as applicable. Licensee shall make good faith efforts to enter into any such commercial cooperation agreement in connection with fulfilling the foregoing cooperation obligation.

- 2.11. As-Built Drawings and Maps. Licensee will maintain accurate as-built drawings and maps of its Network Facilities located in Municipality and will provide them to Municipality upon reasonable request and on a mutually-agreed timetable (e.g., piecemeal following the closure of each permit, or all at once after all the Work is complete).

3. Municipality's Obligations.

- 3.1. Emergency Removal or Relocation by Municipality. In the event of a public emergency that creates an imminent threat to the health, safety, or property of Municipality or its residents, Municipality may remove or relocate the applicable portions of the Network Facilities without prior notice to Licensee. Municipality will, however, make best efforts to provide prior notice to Licensee before making an emergency removal or relocation. In any event, Municipality will promptly provide to Licensee a written description of any emergency removals or relocations of Licensee's Network Facilities. Licensee will reimburse Municipality for its actual, reasonable, and documented costs or expenses incurred for any such work performed by Municipality, the direct cause of which was Licensee's construction, installation, operation, maintenance, repair, or removal of its Network Facilities. Licensee's obligation to reimburse Municipality under this section shall be separate from Licensee's obligation to pay the License Fee (as defined below).
- 3.2. Removal of Abandoned Network Facilities. If Licensee abandons any portions of its Network Facilities ("**Abandoned Network Facilities**"), Licensee will notify Municipality and will either remove the facilities at its own expense within a commercially reasonable period of time or may abandon some or all of the Abandoned Network Facilities in place. Abandoned Network Facilities do not include Network Facilities intended for emergency use, redundant Network Facilities, or Network Facilities intended to meet future demand or capacity needs.
- 3.3. Relocation to Accommodate Governmental Purposes. If Licensee's then-existing Network Facilities would interfere with Municipality's planned use of the Public ROW for a legitimate governmental purpose, such as the construction of a new water or sewer line or the relocation of a public road, Licensee will, upon written notice from Municipality, relocate its Network Facilities at Licensee's own expense to such other location or locations in the Public ROW as may be mutually agreed by the parties, taking into account the needs of the Municipality's governmental purpose and Licensee's interest in maintaining the integrity and stability of its FTTP Network. Licensee will relocate its Network Facilities within a commercially reasonable period of time agreed to by the parties, taking into account the urgency of the need for relocation, the difficulty of the relocation, and other relevant facts and circumstances, except that Municipality may not require Licensee to relocate or remove its Network Facilities with less than 120 days' notice.
- 3.4. Relocation to Accommodate Non-Governmental Purposes. If Licensee's then-

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existing Network Facilities would interfere with Municipality's planned use of the Public ROW or Municipality property for a non-governmental (e.g., commercial) purpose, or with a third-party's use of the Public ROW, Licensee will not be required to relocate its Network Facilities unless Municipality or the third party enters into an agreement with Licensee under which Municipality or the third party would, at a minimum: (a) identify and arrange for a new location for Licensee's Network Facilities that is acceptable to Licensee, (b) agree to a commercially reasonable period of time for the relocation, which in no event will be less than 120 days; and (c) agree to reimburse all of Licensee's reasonable direct and indirect costs, expenses, and losses associated with the requested relocation.

- 3.5. Non-Discrimination. Municipality will at all times treat Licensee in a non-discriminatory manner as compared to other non-incumbent holders of local or state franchise authority offering facilities-based broadband Internet access services.
- 3.6. Post-Removal Restoration of Public ROW. When removal or relocation is required under this Agreement, Licensee will, after the removal or relocation of the Network Facilities, at its own cost (except to the extent subject to reimbursement pursuant to Section 3.4 hereof), repair and return the Public ROW in which the facilities were located to a safe and satisfactory condition in accordance with the construction-related conditions and specifications as established by Municipality.

4. Contractors and Subcontractors.

- 4.1. Use of Contractors and Subcontractors. Licensee may retain contractors and subcontractors to perform the Work on Licensee's behalf.
- 4.2. Contractors to be Licensed. Licensee's contractors and subcontractors used for the Work will be properly licensed under applicable law.
- 4.3. Authorized Individuals. Licensee's contractors and subcontractors may submit individual permit applications to Municipality on Licensee's behalf, so long as the permit applications are signed by individuals that Licensee has authorized to act on its behalf via a letter of authorization provided to Municipality in the form attached as **Exhibit A ("Authorized Individuals")**. Municipality will accept permit applications under this Agreement submitted and signed by Authorized Individuals, and will treat those applications as if they had been submitted by Licensee under this Agreement.

5. License Fee. Licensee will pay Municipality a fee ("**License Fee**") which shall compensate Municipality for Licensee's use and occupancy of Public ROW pursuant to the License. Licensee and Municipality acknowledge and agree that the License Fee provides fair and reasonable compensation for Licensee's use and occupancy of Public ROW and other Municipality property as authorized. The License Fee shall begin accruing on the License Commencement Date and be calculated as follows:

- 5.1. License Fee. Licensee shall pay Municipality one percent (1%) of Gross Revenues for a calendar quarter, remitted within 45 days of the end of each calendar quarter, commencing on the first date on which Licensee receives any Gross Revenues (as defined below). The payment shall be accompanied by a report showing the basis for

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the computation and such other relevant facts as may be required by the Municipality to determine the accuracy of the payment.

5.1.1. As used herein, "**Gross Revenues**" means all consideration of any kind or nature, including without limitation, cash, credits, property, and in-kind contributions (services or goods) derived by Licensee from the provision of Broadband Services using the FTTP Network. Gross Revenues shall include all consideration paid to Licensee or its direct parent's subsidiaries, solely to the extent any such entity offers Broadband Services that are provided through Network Facilities located at least in part in Public ROW which includes but is not limited to:

- (i) all fees charged to end-user Customers for Broadband Services provided through Network Facilities located at least in part in Public ROW; and
- (ii) any fee imposed on Licensee by this Agreement that is passed through and paid by Licensee's end-user Customers (including without limitation the License Fee set forth in this Agreement).

5.1.2. For the purposes of this section, Gross Revenues does not include:

- (i) any revenue not actually received, even if billed, such as bad debt;
- (ii) refunds, rebates, or discounts made to end-user Customers, leased access providers, or Municipality;
- (iii) revenue derived from the sale of Services for resale in which the purchaser is required to collect and remit similar fees from the purchaser's customer;
- (iv) revenue derived from the provision of Services to end-user Customers where none of the Network Facilities used to provide such Services are located in Public ROW;
- (v) any forgone revenue from Licensee's provision of Services to Customers at no charge if required by state law;
- (vi) any revenue derived from advertising;
- (vii) any revenue derived from rental of modems, or other equipment used to provide or facilitate the provision of the Services;
- (viii) any revenue derived from referral or marketing agreements with third party providers of online services which Licensee may make available to its Customers;
- (ix) any tax of general applicability imposed upon Licensee or its end-user Customers by Municipality or by any state, federal, or any other governmental entity, and required to be collected by Licensee and remitted to the taxing entity (including but limited to sales and use tax,

EXHIBIT A

gross receipts tax, excise tax, utility users tax, public service tax, communications taxes, and fees not imposed by this Agreement);

- (x) any forgone revenue from Licensee's provision, in Licensee's discretion, of free or reduced cost Services to any Person, including without limitation employees of Licensee; provided, however, that any forgone revenue which Licensee chooses not to receive in exchange for trades, barter, services, or other items of value shall be included in Gross Revenues; and
- (xi) sales of capital assets or sales of surplus equipment that is not used by the purchaser to receive Services from Licensee.

5.2. Pass Through. Licensee may identify and collect, as a separate item on the regular bill of any subscriber whose Broadband Services are provided by Network Facilities located at least in part in Public ROW, that subscriber's pro rata amount of the License Fee.

5.3. Audit. Municipality may examine the business records of Licensee as permitted under state or local law, but in any event only during reasonable times and following no less than thirty (30) days' prior written notice, and only to the extent reasonably necessary to ensure compliance with this Section 5. Licensee shall keep all business records reflecting its gross revenues for at least three (3) years. Municipality may, in the event of a dispute concerning compensation under this Section 5, bring an action in a court of competent jurisdiction.

5.4. Interest on Late Payments. Any payments that are due and payable under this Agreement that are not received within 60 days from the specified due date shall be assessed interest at an annual rate equal to the prevailing commercial prime interest rate in effect upon the due date, plus one percent.

5.5. Change in Law. Notwithstanding anything to the contrary herein, in the event of a change in local, state, or federal law that (i) prohibits collection by any franchising authority of any franchise fee from any provider of video programming or communications services, including broadband Internet services, or (ii) reduces the percentage of revenue on which the franchise fee paid by any provider of video programming or communications services is based to a percentage that is lower than the Revenue Percentage, then Licensee shall have no obligation to pay the Licensee Fee or to pay a Licensee Fee based on the Revenue Percentage, as the case may be. In the case of a reduction in the percentage of revenue on which a franchisee fee may be based, the Revenue Percentage shall be commensurately reduced.

6. Indemnification.

6.1. Obligations. **LICENSEE WILL DEFEND AND INDEMNIFY MUNICIPALITY, ITS OFFICERS, ELECTED REPRESENTATIVES, AND EMPLOYEES FROM ANY CLAIMS AND LIABILITIES (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) RELATED TO ANY THIRD-PARTY CLAIM FOR PROPERTY DAMAGE, PERSONAL INJURY, OR DEATH TO THE EXTENT CAUSED BY**

EXHIBIT A

GROSS NEGLIGENCE, RECKLESSNESS, OR INTENTIONAL WRONGFUL CONDUCT OF LICENSEE OR ITS CONTRACTORS ARISING FROM THIS AGREEMENT OR THE LICENSE ("CLAIMS"); PROVIDED, HOWEVER, THAT INDEMNIFICATION RELATING TO PERSONAL INJURY OF EMPLOYEES WILL NOT APPLY TO ANY CLAIMS MADE BY MUNICIPALITY'S EMPLOYEES THAT ARE COVERED UNDER APPLICABLE WORKERS' COMPENSATION LAWS.

- 6.2. Notice of Claims. Municipality shall give prompt written notice to Licensee of any Claim or threatened Claim no later than fifteen (15) calendar days after Municipality receives written notice of the action, suit, or proceeding. Municipality's failure to give the required notice will not relieve Licensee from its obligation to indemnify Municipality unless, and only to the extent, that Licensee is materially prejudiced by such failure.
- 6.3. Defense. Licensee will have the right at any time, by notice to Municipality, to participate in or assume control of, the defense of the Claim with counsel of its choice, which counsel must be reasonably acceptable to Municipality. Municipality agrees to cooperate fully with Licensee and Municipality shall have the right to participate in the defense at its own expense. If Licensee does not assume control or otherwise participate in the defense of any Claim, Licensee shall be bound by the results obtained by Municipality with respect to the Claim. If Licensee assumes the defense of a Claim, then in no event will Municipality admit any liability with respect to, or settle, compromise or discharge, any Claim without Licensee's prior written consent.
7. Limitation of Liability. **NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THIS LIMITATION WILL BE SUBJECT TO AND MAY BE LIMITED BY APPLICABLE STATE LAW.**
8. Performance Bond. If Licensee has not previously provided Municipality with a performance bond under any prior agreement, Licensee shall, promptly after the License Commencement Date, provide Municipality with a performance bond in the amount of ten thousand dollars (\$10,000) naming Municipality as obligee and guaranteeing Licensee's faithful performance of its obligations under this Agreement. The performance bond will remain in full force during the Term of this Agreement. At Licensee's election, any performance bond previously provided by Licensee to Municipality and associated with its state or local video service franchise may be applied to its obligations, in whole or in part, under this paragraph.
9. Insurance
 - 9.1. Licensee will carry and maintain the following insurance:
 - 9.1.1. Commercial General Liability (CGL), with policy limits not less than \$2,000,000 in aggregate and \$2,000,000 for each occurrence covering bodily injury and property damage, and \$5,000,000 umbrella coverage with the following features: (a) CGL primary insurance endorsement; and (b) CGL policy will

EXHIBIT A

include an endorsement which names Municipality, its employees, and officers as additional insureds.

9.1.2. Workers' Compensation with policy limits not less than the Municipality's requirements.

9.2. All insurance certificates, endorsements, coverage verifications and other items required pursuant to this Agreement will be mailed directly to Municipality's insurance compliance representative at the following address:

City of Lockhart

Lockhart, TX _____

10. Effective Date and Term. This Agreement is effective on the later of (a) the date the last party to sign executes this Agreement and (b) the date on which any implementing ordinance becomes effective in accordance with its terms and state law ("**Effective Date**"). The License will expire automatically on the twentieth anniversary of the License Commencement Date, unless earlier terminated in accordance with the provisions herein. Thereafter, the License will automatically renew for successive 5-year terms (each a "**Renewal Term**") unless a party provides at least six (6) months' prior written notice to the other party of its intent not to renew.

11. Termination.

11.1. Termination by Municipality. Municipality may terminate this Agreement if Licensee is in material breach of the Agreement, provided that Municipality must first provide Licensee written notice of the breach and an opportunity to cure. No termination under this paragraph will be effective until one hundred eighty (180) days' after Licensee's receipt of notice from Municipality of any material breach.

11.2. Termination by Licensee. Licensee may terminate this Agreement for convenience upon one hundred eighty (180) days' written notice to Municipality.

12. Assignment. Except as set forth below, neither party may assign or transfer its rights or obligations under this Agreement, in whole or part, to a third party, without the written consent of the other party. Any agreed upon assignee will take the place of the assigning party, and the assigning party will be released from all of its rights and obligations upon such assignment.

12.1. Notwithstanding the foregoing, Licensee may at any time, on written notice to Municipality, assign this Agreement and/or any or all of its rights and obligations under this Agreement:

12.1.1. to any Affiliate (as defined below) of Licensee;

12.1.2. to any successor in interest of Licensee's business operations in Municipality connection with any merger, acquisition, or similar transaction if Licensee determines after a reasonable investigation that the successor in interest has

EXHIBIT A

the resources and ability to fulfill the obligations of this Agreement; or

12.1.3. to any purchaser of all or substantially all of Licensee's Network Facilities in Municipality if Licensee determines after a reasonable investigation that the purchaser has the resources and ability to fulfill the obligations of this Agreement.

12.2. Following any assignment of this Agreement to an Affiliate, Licensee shall remain responsible for such Affiliate's performance under the terms of this Agreement. For purposes of this section, (i) "Affiliate" means any Person that now or in the future, directly or indirectly controls, is controlled with or by, or is under common control with Licensee; and (ii) "control" shall mean, with respect to: (a) a U.S. corporation, the ownership, directly or indirectly, of fifty percent (50%) or more of the voting power to elect directors thereof, or (b) a non-U.S. corporation, if the voting power to elect directors thereof is less than fifty percent (50%), the maximum amount allowed by applicable law; and (c) any other Person, fifty percent (50%) or more ownership interest in said Person, or the power to direct the management of such Person.

13. Notice. All notices related to this Agreement will be in writing and sent, if to Licensee to the email addresses set forth below, and if to Municipality to the address set forth in Municipality's signature block to this Agreement. Notices are effective (a) when delivered in person, (b) upon confirmation of a receipt when transmitted by facsimile transmission or by electronic mail, (c) on the next business day if transmitted by registered or certified mail, postage prepaid (with confirmation of delivery), (d) on the next business day if transmitted by overnight courier (with confirmation of delivery), or (e) three (3) days after the date of mailing, whichever is earlier.

Licensee's e-mail address for notice is _____@_____.com, with a copy to _____@_____.com.

14. General Provisions. This Agreement is governed by the laws of the state Texas and venue for any dispute shall be a court of competent jurisdiction in Caldwell County, Texas. Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control. This Agreement sets out all terms agreed between the parties and supersedes all previous or contemporaneous agreements between the parties relating to its subject matter. This Agreement, including any exhibits, constitutes the entire agreement between the parties related to this subject matter, and any change to its terms must be in writing and signed by the parties. The parties may execute this Agreement in counterparts, including facsimile, PDF, and other electronic copies, which taken together will constitute one instrument. Each party to this Agreement agrees that Licensee may use electronic signatures.

[Signature page follows]

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Signed by authorized representatives of the parties on the dates written below.

LICENSEE:	MUNICIPALITY: City of Lockhart
_____	_____
(Authorized Signature)	
_____	_____
(Name)	Lew White, Mayor

(Title)	Address:
Address:	City of Lockhart
	PO Box 239
	Lockhart, TX 78644
	Date: _ _ _ _ _
Date: _____	

EXHIBIT A

EXHIBIT A FORM OF LETTER OF AUTHORIZATION

[LICENSEE LETTERHEAD]

[Date]

Via Email ([Email Address])

City of [Placeholder]

[Addressee]

[Address]

Re: [Amended] Letter of Authorization

Dear [Name],

In accordance with Section 4.3 of the License Agreement dated ____ between the City of Lockhart and _____ ("Licensee"), Licensee hereby designates the following Authorized Individuals (as that term is defined in the Agreement), who may submit and sign permit applications and other submissions to the Municipality on behalf of Google Fiber. [If *applicable*: This letter amends and supersedes the Letter of Authorization dated .)

{Insert name and title for each Authorized Individual, including any Authorized Individual previously named and whose authority continues. Strike through the names of any individuals who are no longer authorized, if any.}

1. Name, Title
2. Name, Title
3. Name, Title (previously authorized, authorization continues)
4. Naffle, Title (authorization withdrawn)

This authorization may be withdrawn or amended and superseded by a written amendment to this Letter of Authorization, which will be effective 24 hours after receipt by the Municipality.

Kind regards,

[Name]

Manager, _____

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: December 16, 2025

AGENDA ITEM CAPTION: Discussion and/or action regarding nomination of Massimo Gerosa to the Lockhart Economic Development Corporation by Mayor Lew White for a term to expire in November 2026.

ORIGINATING DEPARTMENT AND CONTACT: Council - Mayor Lew White

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: Mayor White has nominated Massimo Gerosa to be appointed to the Lockhart Economic Development Corporation.

After reviewing the application, Mr. Gerosa meets the qualifications to serve on a city board.

Resolution 2024-02 was adopted in 2024 establishing administrative procedures for the nomination of board and commission members to include a 2-step process. First, the nomination is to be placed on the agenda as "announcement of nomination" followed by a notice on a subsequent agenda as "discussion and/or action on the nomination."

The announcement of nomination occurred during the December 2, 2025 Council meeting.

Action of appointment, should move to appoint Mr. Gerosa to the board, will occur during the December 16, 2025 Council meeting.

PROJECT SCHEDULE (if applicable): N/A

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: Annoucement of nomination was made during the December 2, 2025 Council meeting.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

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

LIST OF SUPPORTING DOCUMENTS: Massimo Gerosa Application - LEDC, LEDC Roster

BOARD QUALIFICATION CHECKLIST DATE RECEIVED:

APPLICANT'S NAME: Massimo Gerosa

BOARD NAME(S): LEDC

The qualifications for members of boards and commissions, except special qualifications for service on a particular board or commission, are as follows:

- Appointees must each be a resident of the State of Texas and a resident of the City of Lockhart for at least twelve (12) consecutive months preceding their appointment unless a particular board's or commission's composition or state law allows for membership by a non-resident of the City.
Date of residency in Lockhart: 2019 (APPROX)
- Appointees shall be qualified voters in the City of Lockhart or, if not a resident of the City, of Caldwell County.
Date qualified voter in Lockhart: 2019
- Appointees shall not have been removed from another city board or commission because of failure to attend meetings or for cause within the last three years.
Removed from another board? YES or NO
If yes, date _____ and board _____
- No member of any appointed body shall serve on more than one quasi-judicial or advisory board or commission.
Serves on another board? YES or NO
If yes, board currently serving: _____

BOARD SPECIFIC QUALIFICATIONS:

LEDC
Y or N City Resident?
N/A or N If no, Caldwell County resident?

Lockhart Economic Development Corporation meets on the second Monday at 6:30 p.m. each month. The Board assists in financing the Lockhart Capital Improvement Plan as adopted by the City of Lockhart, shall establish an enterprise fund for approved projects pursuant to the Lockhart Capital Improvement Plan, and shall annually submit a Multi-Year Financial Plan to the City Council. The Board provides economic development assistance from entrepreneurs to large corporations and from retail to manufacturing companies such as property tax abatements. The Board consists of seven directors that serve a two-year term. The Economic Development Director is the staff liaison.

CITY SECRETARY'S DETERMINATION OF APPLICANT'S QUALIFICATION:

Is Applicant Qualified? YES NO DISCRETION OF THE COUNCIL

NOTES: _____

In order to be considered for an appointment to a Lockhart Board or Commission, please complete the following application. You may also attach a current resume and letter of interest if you choose.

1. PERSONAL INFORMATION

Full Legal Name Massimo Gerosa		Preferred Name	
Physical Home Address 1308 Clearfork Street			
Mailing Address (if different)			
City Lockhart	State TX	Zip 78644	
Home Phone		Work Phone	
Mobile Phone			
Email Address			
Date of Birth			

2. AREAS OF INTEREST

Please indicate the position(s) of interest to you.

☐	Airport Advisory Board	☐	Animal Shelter Advisory Board
☐	Zoning Board of Adjustment & Appeals	☐	Historical Preservation Commission
☐	Charter Review Commission	☐	Hotel Occupancy Tax Advisory Board
☐	Construction Board of Appeals	☐	Library Advisory Board
☒	Economic Development Corp (1/2 Cent Sales Tax)	☐	Parks & Recreation Advisory Board
☐	Electric Board	☐	Planning & Zoning Commission

In the space below, please explain your interest in the position(s) selected above. Also, please explain any experience you have related to your selection(s).

I am interested in serving on the Economic Development Corporation Board because I believe in Lockhart's potential for sustainable growth and strategic investment and I care deeply about Lockhart's long-term prosperity and the well-being of its residents. As a senior private banker with over 20 years of experience—and a former accountant in Milan—I've worked extensively with individuals, businesses, and municipalities to structure financial solutions that foster growth and resilience. I see this Board as a vital platform to help shape Lockhart's economic future, support local entrepreneurs, and attract sustainable investment. My goal is to contribute not only technical expertise, but also a community-centered perspective that prioritizes inclusive development and thoughtful stewardship of public resources.

3. BOARD MEMBER QUALIFICATIONS

The following are qualifications as outlined in Section 2-209 of the Lockhart Code of Ordinances to serve on a Board/Commission:

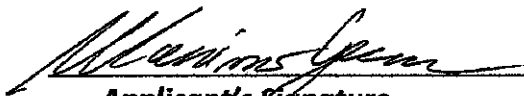
YES	NO	Please answer the following questions about Board/Commission qualifications:
☒	☐	Have you been a resident of the State of Texas/City of Lockhart for at least twelve (12) consecutive months preceding appointment?
☒	☐	Are you a registered voter?
☐	☒	Have you been removed from another city board or commission because of failure to attend meetings or for cause within the last three years?
☐	☒	Do you serve on any other City of Lockhart board/commission/committee at this time? If yes, please list: _____

For your reference, the following additional qualifications apply to appointed Board/Commission members:

- A member who is required to be a resident of the city (or county when applicable) when appointed and who thereafter moves his or her primary residence outside of the corporate limits of Lockhart (or county when applicable) vacates his or her position on a board of commission on the date the residency changes.
- The City Council shall have the right, but not the duty, to appoint up to two members who are not city residents but who are residents of Caldwell County to the Lockhart Airport Advisory Board, the Eugene Clark Library Board, and the Construction Board of Appeals.
- Any member of a board or commission who is absent from three consecutive regular meetings, or any four non-consecutive regular meetings of the board or commission during any twelve-month period, shall forfeit his or her position and the vacancy occurring shall be declared and filled by the Council.
- Members must maintain their qualifications while serving on a board or commission.
- No member of any appointed body shall serve on more than one quasi-judicial or advisory board or commission.
- No appointed body shall deviate from its charge, deliberate items not on its agendas, or speak for the council or City of Lockhart without council authorization.
- Members appointed serve without compensation.

Certification of Applicant

I hereby certify that the foregoing and any attached statements are true, accurate and complete. I also understand that this application is subject to disclosure under the Texas Public Information Act.


Applicant's Signature

11-20-2025
Date

Completed application, resume and letter of interest may be submitted in person, email, or by mail to:

City of Lockhart
 City Secretary's Office
 308 W. San Antonio Street / PO Box 239
 Lockhart, TX 78644

Phone: 512.398.3461
jbowermon@lockhart-tx.org

Updated 1-17-25

**ECONOMIC DEVELOPMENT CORPORATION
(1/2 CENT SALES TAX)**

Two Year Terms

First	Last	Address1	Council Member	Date Appt / Reappt
Vacant	Doug Foster resigned	1314 Clearfork St.	Jeffry Michelson	
Vacant	Alan Fielder resigned	410 Connolly Circle	Mayor White	
Juan	Alvarez, Jr.	600 Pearl	Juan Mendoza	12/21/2021
Alfredo	Munoz	1201 Plum St.	Angie Sanchez	1/7/2020
Frank	Estrada	407 W. China St.	Brad Westmorel and	2/4/2020
Yolanda	Strey	505 Blakes Cove	David Bryant	9/6/2022
Justin (JJ)	Wells	1007 West Live Oak	John Lairsen	6/3/2025

Economic Development Director - staff liaison

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: December 16, 2025

AGENDA ITEM CAPTION: Discussion and/or action regarding nomination of Kara McGregor to the Lockhart Economic Development Corporation by Mayor Pro-Tem Jeffry Michelson for a term to expire in November 2026.

ORIGINATING DEPARTMENT AND CONTACT: Council - Jeffry Michelson

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: Mayor Pro-Tem Michelson has nominated Kara McGregor to be appointed to the Lockhart Economic Development Corporation.

After reviewing the application, Ms. McGregor meets the qualifications to serve on a city board.

Resolution 2024-02 was adopted in 2024 establishing administrative procedures for the nomination of board and commission members to include a 2-step process. First, the nomination is to be placed on the agenda as "announcement of nomination" followed by a notice on a subsequent agenda as "discussion and/or action on the nomination."

The announcement of nomination occurred during the December 2, 2025 Council meeting.

Action of appointment, should the Council should move to appoint Ms. McGregor to the board, will occur during the December 16, 2025 Council meeting.

PROJECT SCHEDULE (if applicable): N/A

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: None.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

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

LIST OF SUPPORTING DOCUMENTS: Kara McGregor Application - LEDC , LEDC Roster, .

BOARD QUALIFICATION CHECKLIST

DATE RECEIVED: 11.20.25

APPLICANT'S NAME: Kara McGregor

BOARD NAME(S): LEDC

The qualifications for members of boards and commissions, except special qualifications for service on a particular board or commission, are as follows:

- Appointees must each be a resident of the State of Texas and a resident of the City of Lockhart for at least twelve (12) consecutive months preceding their appointment unless a particular board's or commission's composition or state law allows for membership by a non-resident of the City.
Date of residency in Lockhart: 2002 (APPROX)
- Appointees shall be qualified voters in the City of Lockhart or, if not a resident of the City, of Caldwell County.
Date qualified voter in Lockhart: 2002
- Appointees shall not have been removed from another city board or commission because of failure to attend meetings or for cause within the last three years.
Removed from another board? YES or NO
If yes, date _____ and board _____
- No member of any appointed body shall serve on more than one quasi-judicial or advisory board or commission.
Serves on another board? YES or NO
If yes, board currently serving: _____

BOARD SPECIFIC QUALIFICATIONS:

LEDC
Y or N City Resident?
N/A or N If no, Caldwell County resident?

Lockhart Economic Development Corporation meets on the second Monday at 6:30 p.m. each month. The Board assists in financing the Lockhart Capital Improvement Plan as adopted by the City of Lockhart, shall establish an enterprise fund for approved projects pursuant to the Lockhart Capital Improvement Plan, and shall annually submit a Multi-Year Financial Plan to the City Council. The Board provides economic development assistance from entrepreneurs to large corporations and from retail to manufacturing companies such as property tax abatements. The Board consists of seven directors that serve a two-year term. The Economic Development Director is the staff liaison.

CITY SECRETARY'S DETERMINATION OF APPLICANT'S QUALIFICATION:

Is Applicant Qualified?

YES

NO

DISCRETION OF THE COUNCIL

NOTES: _____

In order to be considered for an appointment to a Lockhart Board or Commission, please complete the following application. You may also attach a current resume and letter of interest if you choose.

1. PERSONAL INFORMATION

Full Legal Name Kara Bliss McGregor		Preferred Name	
Physical Home Address 604 W. San Antonio Street			
Mailing Address (if different)			
City Lockhart		State TX	Zip 78644
Home Phone		Work Phone	
Mobile Phone			
Email Address			
Date of Birth			

2. AREAS OF INTEREST

Please indicate the position(s) of interest to you.

☐	Airport Advisory Board	☐	Animal Shelter Advisory Board
☐	Zoning Board of Adjustment & Appeals	☐	Historical Preservation Commission
☐	Charter Review Commission	☐	Hotel Occupancy Tax Advisory Board
☐	Construction Board of Appeals	☐	Library Advisory Board
☒	Economic Development Corp (1/2 Cent Sales Tax)	☐	Parks & Recreation Advisory Board
☐	Electric Board	☐	Planning & Zoning Commission

In the space below, please explain your interest in the position(s) selected above. Also, please explain any experience you have related to your selection(s).

I Would like to continue my public service after serving on City Council for six years. I think LEDC is the best fit for my expertise and contributions.

3. BOARD MEMBER QUALIFICATIONS

The following are qualifications as outlined in Section 2-209 of the Lockhart Code of Ordinances to serve on a Board/Commission:

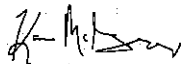
YES	NO	Please answer the following questions about Board/Commission qualifications:
☒	☐	Have you been a resident of the State of Texas/City of Lockhart for at least twelve (12) consecutive months preceding appointment?
☒	☐	Are you a registered voter?
☐	☒	Have you been removed from another city board or commission because of failure to attend meetings or for cause within the last three years?
☐	☒	Do you serve on any other City of Lockhart board/commission/committee at this time? If yes, please list: _____

For your reference, the following additional qualifications apply to appointed Board/Commission members:

- A member who is required to be a resident of the city (or county when applicable) when appointed and who thereafter moves his or her primary residence outside of the corporate limits of Lockhart (or county when applicable) vacates his or her position on a board of commission on the date the residency changes.
- The City Council shall have the right, but not the duty, to appoint up to two members who are not city residents but who are residents of Caldwell County to the Lockhart Airport Advisory Board, the Eugene Clark Library Board, and the Construction Board of Appeals.
- Any member of a board or commission who is absent from three consecutive regular meetings, or any four non-consecutive regular meetings of the board or commission during any twelve-month period, shall forfeit his or her position and the vacancy occurring shall be declared and filled by the Council.
- Members must maintain their qualifications while serving on a board or commission.
- No member of any appointed body shall serve on more than one quasi-judicial or advisory board or commission.
- No appointed body shall deviate from its charge, deliberate items not on its agendas, or speak for the council or City of Lockhart without council authorization.
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Kara McGregor

11/20/2025

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Economic Development Director - staff liaison



Lockhart

T E X A S

2022-2023 Strategic Work Plan



The Strategic Planning Process

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

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

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

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



Day One – Management Team

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

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

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

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

Mission of Lockhart Management Team

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

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

Start – Stop – Continue

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

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

Start

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

Stop

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

Continue

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



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

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

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

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

Day Two – City Council

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

Expectations – City Council

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

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

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

City of Lockhart Vision:

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

Source: Lockhart 2020 Comprehensive Plan

Goal #1:

**City
Facilities**

Goal #2:

**Human Resources/
Staffing**

Goal #3:

**Parks &
Recreation**

Goal #4:

Infrastructure

Goal #5:

**Modernization &
Communications**

Goal #6:

**Development &
Quality of Life**

Goal #7:

**Revenue
Sustainability**

2022-2023 Goals:

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

Goal #1: City Facilities

To begin planning for new city facilities and offices.

Goal #2: Human Resources/Staffing

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

Goal #3: Parks & Recreation

To develop the Parks & Recreation program and services.

Goal #4: Infrastructure

To enhance physical infrastructure and branded wayfinding throughout Lockhart.

Goal #5: Modernization & Communications

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

Goal #6: Development & Quality of Life

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

Goal #7: Revenue Sustainability

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

Goal #1: City Facilities

To begin planning for new city facilities and offices.

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

Goal #2: Human Resources/Staffing

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

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

Goal #3: Parks & Recreation

To develop the Parks & Recreation program and services.

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

Goal #4: Infrastructure

To enhance physical infrastructure and branded wayfinding throughout Lockhart.

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

Goal #5: Modernization & Communications

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

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



Goal #6: Development & Quality of Life

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

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

Goal #7: Revenue Sustainability

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

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

City of Lockhart Leadership

The 2022 City Council and Management Team participating:

City Council:

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

Management Team:

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





City of Lockhart

2020-2021 Strategic Priorities

Prepared by:

