

**NOTICE OF REGULAR MEETING OF THE GOVERNING BODY
OF THE CITY OF LAMPASAS, TEXAS
CALVERT MUNICIPAL BUILDING
302 E THIRD STREET
Monday, November 9, 2020
5:30 p.m. Workshop Session
6:00 p.m. Regular Session**

Notice is hereby given that a regular meeting of the City Council of the City of Lampasas, Texas will be held on Monday, November 9, 2020 in the Calvert Municipal Building located at 302 E Third Street, Lampasas, Texas. The City Council of Lampasas, Texas reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed, as authorized by the Texas Government Code sections 551.071 (consultation with attorney), 551.072 (deliberations about real property), 551.073 (deliberations about gifts and donations), 551.074 (personnel matters), 551.076 (deliberations about security devices), 551.087 (economic development), and Section 551.086 (Relating to the authority of public power utility governing bodies to deliberate regarding competitive matters).

**WORKSHOP SESSION
5:30 p.m.**

1. Call to order Workshop Session
2. Discussion and updates concerning COVID-19. *(pgs. 5-6)*
3. Discussion regarding Community Garden Agreement for utilization of Campbell Park. *(pgs. 7-14)*
4. Discussion regarding use of private motorized vehicles on park and cemetery grounds. *(pgs. 15-22)*
5. Discussion regarding any item on the regular agenda
6. Adjourn Workshop Session

**REGULAR SESSION
6:00 p.m.**

ANNOUNCEMENTS

- A. Call to Order
- B. Invocation and Pledge of Allegiance
- C. Presentations and Proclamations
 - Milestone Recognition for City Employees

	PUBLIC HEARINGS/CITIZEN COMMENTS	PAGES
1.1	Citizen comments – Any citizen who desires to address the City Council on a matter not included on the Agenda may do so at this time. The City Council may not deliberate on items presented under this Agenda Item.	N/A
1.2	Citizen comments- Any citizen who desires to address the City Council on a matter that is included on the Agenda may do so at this time.	N/A

1.3	Public hearing to receive citizen comments regarding a request to rezone +/-10.00 acres, described as The Barbee Family Revocable Trust Tract Two Part of Called 98.856 acres out of the Benjamin F Klein Survey, Abstract No 441, Lampasas, Texas Lampasas County from Commercial "C" to Agriculture District "AG" generally located at 100 Sunrise Hills.	23-28
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2.0	MINUTES	PAGES
2.1	Discussion and possible action concerning approval of minutes of the Regular Meeting on October 26, 2020.	29-38

3.0	CONSENT AGENDA	PAGES
3.1	Discussion and possible action regarding purchases and charges in excess of \$4,000 from October 1, 2020-October 31, 2020	39-46
3.2	Discussion and possible action regarding the second reading of an Ordinance to modify Chapter 78, Traffic and Vehicles, Article II. Specific Street Regulations, Division 2: Stop Intersections, Section 78-61. Stop Streets-Generally; Division 3: Yield Intersections; Sec. 78-91 Schedule. Division 4: Speed Limits, Section 78-121 Speed Limit, designated to include Stone Valley Estates and Brodie Estates roadways, traffic control signage, and to update speed limits in other areas of the city.	47-72

4.0	BOARDS/DEPARTMENT REPORTS	N/A

5.0	ROUTINE MATTERS	PAGES
5.1	City Manager's Operational Report <ul style="list-style-type: none"> • Appellee Briefs • Community Lunch • Spring Ho • Parks • Life/Safety Grants • Ave E Change Order • Georgia Crump 	73-74
5.2	MAYOR'S COMMENTS	N/A

6.0	UNFINISHED BUSINESS	N/A
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7.0	NEW BUSINESS	PAGES
7.1	Discussion and possible action regarding Community Garden Agreement for utilization of Campbell Park.	75-76
7.2	Discussion and possible action regarding the first reading of an Ordinance to approve, deny, or approve with modification(s) the rezone +/-10.00 acres, described as The Barbee Family Revocable Trust Tract Two Part of Called 98.856 acres out of the Benjamin F Klein Survey, Abstract No 441, Lampasas, Texas Lampasas County from Commercial "C" to Agriculture District "AG" generally located at 100 Sunrise Hills.	77-78
7.3	Discussion and possible action concerning the purchase of a freightliner Camel 1200 Jet Vac Hydro-Excavation Module from Freightliner of Austin in the amount of \$432,788.00.	79-84

7.4	Discussion and possible action regarding amending contract with MuniServices to extend retainer for an additional 36 months for Hotel Occupancy Tax audit services.	85-96
7.5	Discussion and selection of website photo contest winner for October 2020.	97-102
7.6	Discussion and possible action regarding the first reading of an Ordinance to amend Appendix A-Fee Schedule to add rental and deposit rates for the Hostess House.	103-108
7.7	Discussion and possible action regarding purchase and installation of public safety mobile hand-held radios and related equipment in the amount of \$409,422.27 from Motorola Solutions.	109-120.
7.8	Discussion and possible action to consider professional services proposal from Jones-Heroy and Associates, Inc. relating to the West Third Street Culvert Replacement in an amount not to exceed \$25,000.00	121-126
7.9	Discussion of possible action regarding the first reading of an Ordinance regulating use of private motorized vehicles in and on City of Lampasas Parks.	127-128
7.10	Discussion of possible action regarding the first reading of an Ordinance regulating use of private motorized vehicles in and on City of Lampasas Oak Hill Cemetery	129-130

Adjourn into Executive Session

EXECUTIVE SESSION

The City Council of the City of Lampasas, Texas will meet in closed Executive Session pursuant to the Texas Government Code, Chapter 551, as follows:

8.0	EXECUTIVE SESSION ITEMS
8.1	Section 551.074 (personnel matters), to deliberate the appointment, employment, evaluation, reassignment, duties of City Secretary; and other personnel matters as allowed by Texas Government Code, Chapter 551.
8.2	Adjourn executive session and reconvene Regular Session

REGULAR SESSION

9.0	ACTION ON EXECUTIVE SESSION
9.1	Discussion and possible action concerning items posted and discussed by Council in Executive Session

Adjourn

I, Becky Sims, Assistant City Secretary of the City of Lampasas, Texas, do hereby certify that this Notice of Meeting was posted on the bulletin board/front window of City Hall, 312 East Third Street, Lampasas, Texas, at a place readily accessible to the general public at all times, on the 6 day of November 2020 at

2:47pm



 Becky Sims, Assistant City Secretary

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City Manager

ITEM NO. WORKSHOP-2

**BUSINESS FOR THE CITY COUNCIL
OF THE
CITY OF LAMPASAS**

Subject:

Discussion and updates regarding COVID-19

Requested By: Finley deGraffenried, City Manager

Submitted By: Jeff Smith, Fire Chief

Date Submitted: November 4, 2020

For the Agenda of: November 9, 2020

Procurement and Funding Statement:

Attachments:

Summary Statement:

This item is placed on the Workshop Agenda to provide updates and discussion regarding impacts and City response to the COVID-19 pandemic.

Recommendation:

Discussion, updates and direction from Council

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City Manager

ITEM NO. WORKSHOP-3

**BUSINESS FOR THE CITY COUNCIL
OF THE
CITY OF LAMPASAS**

Subject:

Discussion regarding Community Garden Agreement for utilization of Campbell Park.

Requested By: Chris Eicher, Parks Director

Submitted By: Finley deGraffenried, City Manager

Date Submitted: November 4, 2020

For the Agenda of: November 9, 2020

Procurement and Funding Statement:

Attachments: Draft Agreement

Summary Statement:

Council approved the planning and development of a Community Garden at the August 24, 2020 City Council Meeting. The attached draft agreement has been reviewed by Counsel and the Community Garden Board and now comes to Council for consideration. The Agreement provides for use of the defined area by the Board; maintenance responsibilities, requirements for insurance, and reporting requirements.

Recommendation:

Discussion Only

COMMUNITY GARDENS BOARD AT CAMPBELL PARK
AGREEMENT

This Agreement is by and between the Lampasas Community Gardens (the "Community Garden Board" or "Board"), a Texas Non-Profit Organization, and the City of Lampasas, a Texas Home Rule Municipal Corporation (the "City"), and is entered into for the purpose of establishing and defining the rights and responsibilities of the Parties, for the care and maintenance of a Community Garden ("Garden") in Campbell Park ("Park"), in Lampasas, Texas. The Board and City may be referred to singularly as "Party" or collectively as "Parties" in this Agreement.

RECITALS

WHEREAS, the City owns and maintains a public park, generally located at 501 East North Avenue, in Lampasas Texas, known and locally referred to as the Campbell Park, named for the civic contributions of the Campbell Family which is open to the public for its use and pleasure and is maintained and operated by the City and the City's park crews; and

WHEREAS, The Community Garden Board, which is a local non-profit organization with a special interest in the enhancement and use of parks and gardening, has approached the City with a proposal to assist the City in the operation and maintenance of the Community Garden at Campbell Park; and

WHEREAS, the City agrees that it is in the best interest of the public to accept the Board's assistance with the Community Garden at Campbell Park, and believes that it will be advantageous to have the Board's expertise, talent and efforts in promoting and enhancing the appearance, enjoyment and public use of the Community Garden, thereby improving the environment and outdoor life for the citizens of the community; and

WHEREAS, the City and the Board desire to enter into this Agreement setting forth the terms related to each Party's rights and responsibilities, as they work together for the enhancement and public use of the Community Garden in Campbell Park.

NOW THEREFORE, FOR GOOD AND SUFFICIENT CONSIDERATION THAT IS ACKNOWLEDGED AND CONFESSED BY THE CITY AND THE BOARD THE PARTIES AGREE AS FOLLOWS:

THE AGREEMENT

SECTION 1. THE GARDEN

Description. The area in Campbell Park that will be maintained and operated by the Board pursuant to the terms of this Agreement is shown on attached Exhibit A, and is referred to herein as the "Garden" or "Fenced Area."

SECTION 2. BOARD PERFORMANCE

The Board represents and warrants to the City that its members are competent, qualified, capable, and equipped to manage, administer and apply the terms and conditions of this Agreement in a timely and non-discriminatory manner. The Parties agree and acknowledge that the Board shall be responsible for compliance with the Board's rules, guidelines, and regulations and that it shall, at all times, comply with the City's Park regulations, as well, with regard to its operations of the Garden in the Park, unless otherwise agreed, in writing, with the City.

SECTION 3. DEFINITIONS

1. *City* shall mean the City of Lampasas Texas, a Home Rule municipality and fee simple owner of Campbell Park and the Garden.
2. *Community Garden Board or Board*, when used herein, shall include the officers, members, volunteers, representatives, officers and workers who are affiliated with and are participating in work done by the Board at the Garden in Campbell Park, in Lampasas, Texas, pursuant to this Agreement.
3. *Force Majeure*; The term force majeure shall mean delays due to acts of God, not civil disturbances, fire, unavoidable casualty, construction delays due to weather, failure of suppliers or for other similar causes beyond the control of the Parties. Board shall have a responsibility to promptly take reasonable measures to cure or remediate any Force Majeure event in the Fenced Area, when a cure or remediation is feasible. A failure to do so shall constitute breach of this Agreement.
4. *Hose Bib* shall mean a water delivery faucet fitted with a bib which is sized to fit a standard watering hose, and which can deliver 15 gallons per minute of water from the City's water transmission lines in the Park area.
5. *Security Lighting* shall mean a mast or arm with a 100-watt equivalent LED lighting fixture designed to illuminate the area at night.
6. *Vegetation Plan* shall mean a plan that the Board will propose to plant, rearrange, install, remove, or enhance any substantial or material amount of vegetation or planting plots in the Fenced Area, which plan shall be presented to and approved by the City Manager and/or City Council in advance or being performed by the Board.
7. *Water Meter* shall mean the mechanical/electric unit selected and installed by the City, which will measure the gallons of water received/used in the Fenced Area, which shall be the amount of water that the Board will be billed for by the City and which the Board will remit payment to on the standard public utility invoice/payment schedule of the City of Lampasas.

SECTION 4. CITY RIGHTS AND RESPONSIBILITIES

1. City shall provide, install and maintain, at City expense, Security Lighting for the Garden, in the locations shown on Exhibit A.
2. City shall hire, at City expense, a qualified electrical contractor to connect the Security Lighting installed by the City to the City's power supply.

3. City shall install one (1) frost proof hose bib within the Garden for use by the Board to perform the Garden maintenance work required under this Agreement, at a location agreed upon between the Parties, and as shown on Exhibit A.
4. City shall provide and install one (1) Water Meter for the purposes of measuring the amount of water used by the Board to perform gardening and maintenance work necessary to enhance and maintain the vegetation in the Fenced Area, pursuant to this Agreement.
5. City shall bill the Board for its water used for its work in the Garden, as reflected on the meter installed there by the City, as per the City's standard billing process, and as per the City's residential rate, for monthly water use in excess of 5,000 gallons.
6. Pest Control shall be the responsibility of the City's Park crew and the Board shall contact the City at any time it believes that pest control in the Park is required.
7. Consideration and/potential approval of any Vegetation Plan recommended and proposed by the Board on a bi-annual (6-month) basis.

SECTION 5. COMMUNITY GARDEN BOARD'S RIGHTS
AND RESPONSIBILITIES

1. Community Garden Board shall be responsible for all costs for: all equipment, hoses and tools; all materials, including but not limited to plants, fertilizer, soil amendments, plant supports and mediums; staffing and manpower; insurance, water usage (as metered and invoiced by the City); and incidentals necessary for the operation and maintenance within the Fenced Area, that are required to design, plant, construct, maintain and/or operate the Garden.
2. Board shall be solely responsible for the equipment used, staff assignment, work scheduling, equipment rental, if any, and other details related to Board's responsibilities and work at the Garden, pursuant to this Agreement.
3. Board shall be responsible for all landscape and grounds maintenance within the Fenced Area including, but not limited to, mowing, weed-eating, planting, trimming, fertilizing, and watering.
4. Board shall be responsible for worksite safety, including, but not limited to, the safety of the Board's staff, members, employees and volunteers; City of Lampasas staff, officers, employees; and Park patrons and the general public, while in the Garden.
5. Board shall be responsible for the installation and cost of any additional 'hose bibs' that it installs within the Garden, at Board's sole expense, but only after City has approved, in writing, the location and specifications of such additional hose bibs..
6. Board will receive regular invoices from the City for all water used by the Board in excess of 5,000 gallons per month in the Garden, and shall be responsible for the prompt payment for all water used at the Garden, at the City's residential rate, as amended from time to time.
7. Board shall keep in full force and effect, insurance coverage during the term of this Agreement, including without limitation: (1) statutory workers' compensation insurance; (2) employer's liability insurance, (3) vehicle insurance for any vehicle used by the Board for activities related to this Agreement, if any, and (4) commercial general liability insurance. All insurance certificates shall name the City, its agents, officers, servants and employees as 'additional insured' or have an equivalent designation on the face of

the policy. Minimum coverage shall be at least \$1,000,000.00 per incident, claim or occurrence and \$2,000,000.00 aggregate. The automobile insurance minimum coverage shall be at least \$1,000,000.00, and shall cover all owned, non-owned, and hired vehicles used by the Board for activities related to this Agreement, if any, The Board shall provide the City with copies of the insurance policies, when obtained by the Board. Failure to obtain or provide insurance policies will result in the termination of the Agreement, with no further action by the City required.

8. The Board will prepare and present to the City manager on an approximate 6-month basis a Vegetation Plan to notify the City of any alterations it recommends the City consider the Board make in the Garden in the upcoming months. The Board shall not make such vegetation changes until the City approves the Vegetation Plan presented for the period presented.
9. The Board agrees that the Garden and any improvements or plantings made by the Board therein during the term of this Agreement, including but not limited to any fixtures, structures and vegetation installed in the Fenced Area, shall be continuously maintained, repaired, and/or promptly and continuously restored to a healthy condition according to community and surrounding standards and in compliance with all federal, state and local laws, rules, and ordinances. In addition, the Board agrees to maintain the grounds of the Garden with a clean, neat and orderly appearance, at all times, and in full compliance with City Codes.
10. The Board agrees that motorized vehicles, shall not be used or operated, by the Community Garden Board, members, volunteers, on or over any area of the Park.

SECTION 6. BOARD'S INDEPENDENCE FROM THE CITY – NO AFFILIATION, JOINT ENTERPRISE OR PARTNERSHIP

It is acknowledged and agreed by the Parties that in the performance of all of its responsibilities under this Agreement within the Garden, the Board and its staff, members, volunteers, contractors and subcontractors, if any, are, and shall remain at all times, an independent, unaffiliated organization and entity, completely separate and apart from the City. Further, this Agreement in no way is intended to, nor should be inferred or interpreted as creating any type of partnership, joint enterprise or other legal entity, other than a third-party contractual relationship. Additionally, neither the Board, its members, workers nor volunteers, shall represent to any individual, entity, business or organization, that it/they are representatives, agents, staff persons or employees of the City of Lampasas, nor that they have any authority to bind or contract for or on behalf of the City.

SECTION 7. INDEMNITY/WAIVER AND HOLD HARMLESS

WAIVER, HOLD HARMLESS, INDEMNITY. The Board waives all rights to claim, assert or recover from the City, its representatives, agents, officers, employees, and any other individual(s), firm(s), organization(s), or entities associated with the City for any claims, liability, or actions which may result, in whole or in part, from the acts or omissions of the City, its representatives, agents, officers, employees, and/or any other individual(s), firm(s), organization(s), or entities associated with the City, other than for the other's Parties' nonperformance pursuant to this Agreement. Further, the Board agrees to defend, hold

harmless and indemnify the City, its officers, agents and employees from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs and attorney's fees, for injury or death to any person, including invitees, licensees, and trespassers, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, directly or indirectly, any condition or fault that exists in the Park or within the Garden/Fenced Area, or due to any facility or appurtenance thereon, including claims and damages arising in whole or in part from the negligence of the Board, its agents or employees, in the execution or performance of this Agreement. This indemnification shall be binding on the Board's agents, volunteers, contractors, subcontractors, workers, successors, and approved assignees.

SECTION 8. TERM/TERMINATION

This Agreement shall be in effect for an initial term of five (5) year(s) ("Term"), commencing November 1, 2020 which shall be considered the Effective Date of this Agreement, and shall automatically renew thereafter for additional terms of one (1) year ("Renewal Term"). Either Party may give notice of termination to the other no later than thirty (30) days prior to the end of the initial Term or 30 days prior to the end of any Renewal Term. Any notice of Termination must be provided in writing delivered to the other Party, and shall be effective on the date it is marked as sent, either by hand delivery or first class US Mail or equivalent carrier. If a notice of Termination is given, the Agreement shall terminate on the last day of the Term/Renewal Term in which the notice is given.

SECTION 9. DEFAULT AND REVERSION.

The following events shall be deemed to be events of default by the Board under this Agreement and all rights, conveyed in this Agreement including, at City's sole option, ownership of any improvements then existing in the Garden, shall automatically revert to and vest in the City, its heirs, successors and assigns with no further act necessary by the City:

1. If continuous use by the Board for park and garden use is blocked or ceases within the Fenced Area, except in the case of a *Force Majeur* event. In the event of Force Majeur, then the Board shall resume continuous maintenance and occupancy of the Fenced Area within 21 business days following the cessation of the Force Majeur event.
2. If the Board defaults in the performance of this Agreement or otherwise materially breaches any of its provisions.
3. If the Board ceases to exist, or shall cease to carry out the type of gardening activities subject to this Agreement.
4. If the Board fails to comply with any other terms, provisions, or covenants of this Agreement, or fails to discharge any obligations, responsibility or liability hereunder, or under statutory or common law.

Further, any and all improvements erected, or vegetation planted or installed by the Board in the Garden shall become the property of the City upon default and termination, if City, at its sole option, elects to take ownership of same. No lien holder or other party shall acquire any ownership interest in the real property or improvements thereon. The Board shall not perform any work or purchases that are associated with any liens connected to the Garden.

SECTION 10. NOTICE

Any notice required to be given under this Agreement shall be in writing, either served in person, or sent by first class mail or equivalent carrier to the following:

City:
City of Lampasas
Chris Eicher, Director of Parks and Recreation
312 E. Third Street
Lampasas, Texas 76550
Phone 512-556-6831
ceicher@cityoflampasas.com

Lampasas Community Gardens:
Janet Crozier
208 South Spring Street
Lampasas, Texas 76550
Phone 512-434-9293

SECTION 11. MISCELLANEOUS

ALTERNATE DISPUTE RESOLUTION. Any and all disputes pursuant to this Agreement shall be submitted to mediation before either Party resorts to the courts of law.

PAYMENT OF TAXES, ASSESSMENTS AND UTILITIES. It is understood and agreed by the Parties that if any tax assessment related to the Fenced Area of the Park is increased, solely as a result of the Board's work in, occupancy or use of the Garden, then the Board will pay the amount of the tax increase attributable to such activities in the Garden portion of the Park.

JURISDICTION AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and any disputes therein shall be submitted for resolution before the courts in Lampasas County, Texas.

NON-SEVERABILITY. If any section of this Agreement is declared invalid for any reason, the invalidity of that section shall not affect the validity of any other section of this Agreement, and all other sections shall remain in full force and effect. It is declared to be the intention of the Parties that they would have executed all other sections of this Agreement without including any such part, parts, or portions that may, for any reason, be hereafter declared invalid.

CONSTRUCTION OF AGREEMENT. The Parties acknowledge that each, and if it so chooses, their legal counsel has reviewed this Agreement and that the normal rule of construction, to the effect that ambiguities are to be resolved against the drafting Party, shall not be employed in the interpretation of this Agreement or its amendments or exhibits.

SUCCESSORS AND ASSIGNS. This Agreement is not assignable or transferable by any means or agreement to any other successors, entities, boards, persons, or parties.

ENTIRE AGREEMENT. This agreement constitutes the entire agreement between the parties here and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter contained herein.

AGREED AND EXECUTED ON THIS THE ___ DAY OF _____, 2020.

CITY:
City of Lampasas
A Municipal Corporation

LAMPASAS COMMUNITY GARDENS

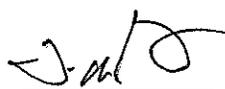
By: _____
Name: Finley deGraffenried
Title: City Manager

By: _____
Name: Janet Crozier
Title: President

Attest:

Christina Marez, City Secretary

Witness:


City ManagerITEM NO. WORKSHOP-4

**BUSINESS FOR THE CITY COUNCIL
OF THE
CITY OF LAMPASAS**

Subject:

Discussion regarding motorized vehicles on Park and Cemetery Grounds.

Requested By: Sammy Bailey, Police Chief

Submitted by: Sammy Bailey, Police Chief

Date Submitted: November 3, 2020

For the agenda of: November 9, 2020

Procurement and Funding Statement:

N/A

Attachments: Draft Ordinance

Summary Statement:

This item is placed on the workshop agenda for Staff to seek Council direction in regards to use of private motorized vehicles on Park Grounds and at the Cemetery.

Recommendation:

Discussion only.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAMPASAS, TEXAS AMENDING THE CODE OF ORDINANCES OF THE CITY OF LAMPASAS, CHAPTER 54 "PARKS AND RECREATION" BY AMENDING SECTION 54-166.; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OR FINE NOT TO EXCEED \$500.00 PER OFFENSE; AND PROVIDING AND EFFECTIVE DATE.

WHEREAS, the City of Lampasas is a Home Rule Municipality located in Lampasas County, Texas which is enabled by its Charter and the laws of Texas to enact local legislation related to public safety; and

WHEREAS, in response to citizen input, City Council requested staff review the benefits and burdens associated with allowing motor vehicles and golf carts to operate in any public park within the city's paved or unpaved pathways, park tracks, pedestrian trails, hiking trails or any other lanes within the parks; and

WHEREAS, the City Council finds it to be necessary to amend Section 54-166 "Operation Of Motor Vehicles" for the protection of public safety to prohibit the operation of vehicles and golf carts, in any public park within the city, except when legally upon on roadways constructed and designed for such vehicle traffic.

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

SECTION 1. The City of Lampasas Code of Ordinances Chapter 54 "Parks and Recreation" Section 54-166 is amended by establishing (a) definition for motor vehicle, (b) removing the exception to golf carts, (d) removing Operation of Golf Carts, adding (d) Applicability of this section, amending (e) to Penalties, and removing (f) Enforcement and Penalties, to read as follows:

Section 54-166. - Operation of motor vehicles.

(a) *Definitions.* The following words, terms, and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Motor Vehicle means a vehicle as defined by the Texas Transportation Code Section 501.002, including but not limited to: Any motor driven or propelled vehicle required to be registered under the laws of the state; A trailer or semitrailer, other than manufactured housing, that has a gross weight that exceeds 4,000 pounds; A travel trailer; An off-highway vehicle, as defined by Texas Transportation Code Section 551A.001; or A motorcycle or moped that is not required to be required to be registered under the laws of this state.

Public Park means all public parks in the city, whether owned by the city or only dedicated to the use of public as a public park.

(b) *Operation prohibited.* It shall be hereafter unlawful for any person to operate any motor vehicle in any public park within the city, except legally on roadways constructed and

designated for such motor vehicle traffic. No off-highway vehicle, as defined in Texas Transportation Code 551A.001, may be operated in any City Parks.

- (c) *Erection of traffic control devices for enforcement.* The Chief of Police or Street Supervisor or their designated agents are hereby authorized and instructed to erect such barriers, signs and traffic control devices as may be necessary to effectively enforce this section.
- (d) *Applicability of section.* This section 56-166, shall not apply to the operation of golf carts on the public golf course in the city.
- (e) *Penalties.* Any person violating any provision of Section 56-166 shall be guilty of a Class C Misdemeanor; and upon conviction, shall be punished by fine not to exceed \$500.00.

SECTION 2. The provisions of this Ordinance are severable and, thus, the invalidity of any word, phrase, or part of this Ordinance shall not affect the validity or effectiveness of the remainder of the Ordinance.

SECTION 3. All Ordinances or part of Ordinances in conflict with the provisions of this Ordinance are hereby repealed, and are specifically replaced by the terms set forth in the amendments.

SECTION 4. It is hereby officially found and determined that the meeting at which this is passed is open to the public and public notice of the time, place and purpose of said meeting was given as required by law.

SECTION 5. This Ordinance shall be effective at the time that its publication, if required by state law, has been accomplished by the City.

READ AND CONSIDERED ON FIRST READING by the City Council of Lampasas at a regular meeting held on the ____ day of _____, 2020 at which a quorum was present and for which due notice was given pursuant to Section 551.001, et.seq. of the Local Government Code.

READ AND CONSIDERED, PASSED, AND APPROVED ON THE SECOND AND FINAL READING by the City Council of Lampasas at the regular meeting on the ____ day of _____, 2020, at which a quorum was present and for which due notice was given pursuant to Section 551.001, et.seq. of the Local Government Code.

Misti Talbert, Mayor

ATTEST:

Christina Marez, City Secretary

APPROVED AS TO FORM:

Jo-Christy Brown, City Attorney

(Signature of Attorney provided on separate page, to be attached)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAMPASAS, TEXAS AMENDING THE CODE OF ORDINANCES OF THE CITY OF LAMPASAS, CHAPTER 26 "CEMETERIES" BY AMENDING ARTICLE 1-IN GENERAL, SECTION 26-73, RULE 13 MISCELLANEOUS PROVISIONS TO ESTABLISH (j) OPERATION OF MOTOR VEHICLES, PROVIDING FOR A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OR FINE NOT TO EXCEED \$500.00 PER OFFENSE; AND PROVIDING AND EFFECTIVE DATE.

WHEREAS, the City of Lampasas is a Home Rule Municipality located in Lampasas County, Texas which is enabled by its Charter and the laws of Texas to enact local legislation related to public safety; and

WHEREAS, in response to citizen input City Council requested staff review the benefits and burdens associated with allowing motor vehicles and golf carts to operate in any City of Lampasas cemetery.

WHEREAS, the City Council finds it to be necessary to establish (j) "Operation Of Motor Vehicles" for the protection of public safety to prohibit the operation of vehicles and golf carts, in any public cemetery within the city, except when legally upon on roadways constructed and designed for such vehicle traffic or designated parking areas;

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

SECTION 1. The City of Lampasas Code of Ordinances Chapter 26 "Cemeteries", Section 26-73 Rule 13, Miscellaneous Provisions adding paragraph **(j) Operation of Motor Vehicles**, to include Motor Vehicle definition; Operation Prohibited; Erection of Traffic Control Devices for Enforcement; Applicability of Section, and Penalties to read as follows:

(j)- Operation of motor vehicles.

(1) *Definitions.* The following words, terms, and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Motor Vehicle means a vehicle as defined by the Texas Transportation Code 501.002, including but not limited to: Any motor driven or propelled vehicle required to be registered under the laws of the state; A trailer or semitrailer, other than manufactured housing, that has a gross weight that exceeds 4,000 pounds; A travel trailer; An off-highway vehicle, as defined by Texas Transportation Code Section 551A.001; or A motorcycle or moped that is not required to be required to be registered under the laws of this state.

(a) *Operation prohibited.* It shall be hereafter unlawful for any person to operate any motor vehicle in any cemetery within the city, except legally on roadways or designated parking areas constructed and designated for such motor vehicle. No off-highway vehicles, as defined in Texas Transportation Code 551A.001, may be operated at the Cemetery.

- (b) *Erection of traffic control devices for enforcement.* The Chief of Police or Street Supervisor or their designated agents are hereby authorized and instructed to erect such barriers, signs and traffic control devices as may be necessary to effectively enforce this section.
- (c) *Applicability of section.* This section shall not apply to the legal operation of motor vehicles, or golf carts with written permission from the City Manager with the date and time granting permission for non-roadway areas to be accessed.
- (d) *Penalty.* Any person violating any provision of Section 56-166, Section 26-73 Rule 13, Miscellaneous Provision (j) shall be guilty of a Class C Misdemeanor; and upon conviction, shall be punished by fine not to exceed \$500.00.

SECTION 2. The provisions of this Ordinance are severable and, thus, the invalidity of any word, phrase, or part of this Ordinance shall not affect the validity or effectiveness of the remainder of the Ordinance.

SECTION 3. All Ordinances or part of Ordinances in conflict with the provisions of this Ordinance are hereby repealed, and are specifically replaced by the terms set forth in the amendments.

SECTION 4. It is hereby officially found and determined that the meeting at which this is passed is open to the public and public notice of the time, place and purpose of said meeting was given as required by law.

SECTION 5. This Ordinance shall be effective at the time that its publication, if required by state law, has been accomplished by the City.

READ AND CONSIDERED ON FIRST READING by the City Council of Lampasas at a regular meeting held on the _____ day of _____, 2020 at which a quorum was present and for which due notice was given pursuant to Section 551.001, et.seq. of the Local Government Code.

READ AND CONSIDERED, PASSED, AND APPROVED ON THE SECOND AND FINAL READING by the City Council of Lampasas at the regular meeting on the _____ day of _____, 2020, at which a quorum was present and for which due notice was given pursuant to Section 551.001, et.seq. of the Local Government Code.

Misti Talbert, Mayor

ATTEST:

Christina Marez, City Secretary

APPROVED AS TO FORM:

Jo-Christy Brown, City Attorney

(Signature of Attorney provided on separate page, to be attached)

Questions and Answers Regarding Golf Carts

Texas Transportation Code Chapter 551 Operation of Bicycles, Mopeds, and Play Vehicles Subchapter F Golf Carts contains laws that pertain to Golf Carts.

1. **Is a golf cart considered a motor vehicle?** Section 551.401 of Subchapter F Golf Carts means a motor vehicle designed by the manufacturer primarily for use on a golf course.
2. **Do you have to have a driver's license to operate a golf cart on city streets?** Since the definition means a golf cart is a motor vehicle. You are required to follow the rules of the road as you would with a motor vehicle; therefore, the operator of a golf cart is required to have a driver's license when the golf cart is operated on a city street.
 - *Attorney General of the State of Texas, Ken Paxton has been asked for his opinion regarding whether a person must possess a driver's license to lawfully operate a golf cart on public streets. Hon. Ken Paxton request that the Attorney General issue an opinion concluding that a driver's license is required to lawfully operate a golf cart on a publicly maintained street. RQ-0381-KP File # ML-48889-20, ID#48889*
3. **Since my golf cart is a motor vehicle, do I have to register my golf cart?** No, the Texas Department of Motor Vehicles does not issue titles or register golf carts; however they may issue you a license plate, they charge a fee not to exceed \$10.00, and the license plate does not expire. You will need to obtain a new license plate, if you are not the previous owner of the golf cart. *Texas Transportation Code Section 551.402.*
4. **So, I can operate a golf cart on the highway or city streets?** In the City of Lampasas the only qualification for allowance to operate a golf cart on a highway is:
 - (a) The posted speed limit is not more than 35 miles per hour; if the golf cart is operated:
 - (b) during the daytime; and
 - (c) not more than two miles from the location where the golf cart is usually parked and for transportation to and from a golf course. *Texas Transportation Code Section 551.403*
5. **Has the City of Lampasas adopted an ordinance prohibiting a golf cart to be operated on a public highway?** No, the City of Lampasas does not have a city ordinance prohibiting a golf cart from being operated on the highway or city street of the City of Lampasas, but they can only be operated as per Texas Transportation Code 551.403, see also #4. *Texas Transportation Code Section 551.4031*

- *In 2012 the Attorney General of Texas concluded that the purpose of driving the golf cart on the highway must be to transport a person to and from a golf cart. See Tex. Att'y Gen. Op. No. GA-0966 (2012).*
6. **So, I can only drive my golf cart on a highway with a speed limit not more than 35 mph, during the daytime, and not more than two miles from the location where I usually park my golf cart and only for transportation to and from the golf course?** That is correct. There is not a city ordinance allowing golf carts to operate other than as in accordance with *Texas Transportation Code Section 551.403. Texas Transportation Code Section 551.404.*
 7. **Must a golf cart have certain equipment to operate on the highway?**
 The City of Lampasas does not have a City Ordinance allowing golf carts to be operated on more than is allowed by *Texas Transportation Code 551.403*. See #4, but if you were allowed you would need the following:
 An ordinance allowing golf carts to operate on a highway in accordance with *Texas Transportation Code Section 551.404*, then the golf cart would have to be equipped with the following:
 - a. headlamps;
 - b. tail lamps;
 - c. reflectors;
 - d. parking brake; and
 - e. mirrors
 1. some cities and counties require; seat belts to operate on their highways and for the golf cart to be insured. *See Texas Transportation Code 551.4041*
 8. **Do I need liability insurance on my golf cart?** *Texas Transportation Code Section 601.502 (a)* financial responsibility does not apply to a golf cart operated only as authorized by *Texas Transportation Code 551.403*; see #4.
 9. **Am I required to have a slow moving emblem on my golf cart if I'm on a highway?** A slow moving vehicle shall display a slow moving vehicle emblem. A golf cart that is operated at speed of not more than 25 miles per hour is required to display a slow-moving-vehicle emblem when it is operated on a highway. *See Texas Transportation Code Section 547.703*
 10. **Can I cross the highway at an intersection where the posted speed limit is more than 35 miles per hour?** Yes, a golf cart may cross a highway at an intersection, including an intersection with a highway that has a posted speed limit of more than 35 miles per hour. *Texas Transportation Code Section 551.405*

11. What is the difference between highway, public highway, roadway, and street?

Texas Transportation Code Section 502.001 (35) includes in its definition of public highway, road, street, way, thoroughfare, bridge, that is in this state, used for vehicles and is not privately owned or controlled. Other Sections throughout the Texas Transportation Code define public highway, highway, etc. as well.




City Manager

ITEM NO. 1.3

**BUSINESS FOR THE CITY COUNCIL
OF THE
CITY OF LAMPASAS**

Subject:

Public hearing to receive citizen comments regarding a request to rezone of +/-10.00 acres, described as The Barbee Family Revocable Trust Tract Two Part of Called 98.856 acres out of the Benjamin F Klein Survey, Abstract No 441, Lampasas, Texas Lampasas County from Commercial "C" to Agriculture District "AG" generally located at 100 Sunrise Hills.

Requested By: Becky Sims, Zoning Administrator

Submitted By: Becky Sims, Zoning Administrator

Date Submitted: November 5, 2020

For the Agenda of: November 9, 2020

Procurement and Funding Statement:

Attachments: Ordinance

Summary Statement:

This item has been placed on the agenda for citizen comments regarding rezone of +/-10.00 acres, described as The Barbee Family Revocable Trust Tract Two Part of Called 98.856 acres out of the Benjamin F Klein Survey, Abstract No 441, Lampasas, Texas Lampasas County from Commercial "C" to Agriculture District "AG" generally located at 100 Sunrise Hills.

Recommendation:

Discussion Only

City of Lampasas
Planning and Zoning Board
Barbee Request (± 10 acres)
Staff Report

Subject Property	The property is described as ±10.00 acres, described as The Barbee Family Revocable Trust Tract Two Part of Called 98.856 acres out of the Benjamin F Klein Survey, Abstract No 441, Lampasas, Texas Lampasas County generally located at 100 Sunrise Hills.
Request	The applicant is requesting to rezone ±10.00 acres, described as The Barbee Family Revocable Trust Tract Two Part of Called 98.856 acres out of the Benjamin F Klein Survey, Abstract No 441 from Commercial “C” to Agriculture District “AG”; generally located at 100 Sunrise Hills, Lampasas, Texas, Lampasas County.
Current Zoning	The property is currently zoned Commercial “C”, and the area surrounding the property is zoned Single Family Residential-8 “SF-8” and Agriculture District “AG”
Notification	All notifications and publications, as required by Ordinance and Statute, have been made. Staff mailed fourteen (14) notices to property owners within 200 feet of the applicant’s property, and to date have not received any written testimony.
Consideration	<p>In making a determination for a change of Zoning the Planning and Zoning Board, and the City Council shall consider the factors as outlined in Section 10.1</p> <ul style="list-style-type: none">• Whether the uses permitted by the proposed change will be appropriate in the immediate area concerned and their relationship to the general area and the City as a whole.• Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other utilities to the area, and shall note the findings.• The amount of vacant land currently classified for similar development in the vicinity and elsewhere in the City, and any special circumstances which may make a substantial part of such vacant land unavailable for development.• The recent rate at which land is being developed in the same zoning classification as the request, particularly in the vicinity of the proposed change.• How other areas designated for similar development will be, or are unlikely to be, affected if the proposed amendment is approved.• Any other factors which will substantially affect the public health, safety, morals, or general welfare.

Recommendation If the Planning and Zoning Board and the City Council find the request in compliance with Section 10.1 City of Lampasas Zoning Regulations, then a motion to approve the change of zoning may be made.

 If the Planning and Zoning Board and the City Council find that the request is not in compliance with Section 10.1 City of Lampasas Zoning Regulations, then a motion to deny the request may be made.

ORDINANCE NO. _____

AN ORDINANCE GRANTING A REQUEST TO REZONE PROPERTY, AND ORDERING A CHANGE TO ORDINANCE NO. 878 AND THE ACCOMPANYING CITY OF LAMPASAS OFFICIAL ZONING MAP, AS AMENDED, TO CHANGE THE ZONING CLASSIFICATION OF ± 10 ACRES DESCRIBED AS THE BARBEE FAMILY REVOCABLE TRUST TRACT TWO PART OF CALLED 98.856 ACRES OUT OF THE BENJAMIN F KLEIN SURVEY, ABSTRACT NO 441, LAMPASAS, TEXAS LAMPASAS COUNTY FROM COMMERCIAL “C” TO AGRICULTURE DISTRICT “AG” GENERALLY LOCATED AT 100 SUNRISE HILLS, LAMPASAS, TEXAS, LAMPASAS COUNTY DETAILING RESTRICTIONS RELATED THERETO; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Double D Development, Inc., Makayla Barbee (property owner) is asking the City of Lampasas Planning and Zoning Commission and City Council to the rezone ±10.00 acres, described as The Barbee Family Revocable Trust Tract Two Part of Called 98.856 acres out of the Benjamin F Klein Survey, Abstract No 441, Lampasas, Texas Lampasas County from Commercial “C” to Agriculture District “AG” generally located at 100 Sunrise Hills.

WHEREAS, pursuant to Section 10 of the City’s Zoning Ordinance, notice of the request to rezone property was given to all property owners located within two hundred feet (200’) of the property; and

WHEREAS, pursuant to Section 10 of the Zoning Ordinance of the City of Lampasas, Texas, public notice has been given, and a public hearing was held on November 5, 2020 by the Planning & Zoning Commission regarding the request for a rezone by the Applicant; and

WHEREAS, pursuant to Section 10 of the Zoning Ordinance of the City of Lampasas, Texas, public notice has been given, and a public hearing was held on November 9, 2020 by the City Council regarding the request for a rezone by the Applicant; and

WHEREAS, the City Council finds that it is in the public interest to approve the request to rezone the property from Commercial “C” to Agriculture District “AG”.

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

Part 1: That the rezone requested by Double D Development, Inc. MaKayla Barbee (property owner) for property described as ±10.00 acres, described as The Barbee Family Revocable Trust Tract Two Part of Called 98.856 acres out of the Benjamin F Klein Survey, generally located at 100 Sunrise Hills. Lampasas, Texas. Lampasas County from Commercial “C” to Agriculture District “AG is hereby approved.

Part 2: The City's staff shall take actions necessary to reflect this revision in City documentation, including a change to the City's Zoning map.

Part 3: This Ordinance shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City's Charter, Code of Ordinances, and the laws of State of Texas.

PASSED AND APPROVED THE FIRST READING ON THIS 9th DAY OF NOVEMBER 2020.

PASSED AND ADOPTED ON THE SECOND READING ON THE 23RD DAY OF NOVEMBER 2020.

APPROVED:

ATTEST:

Misti Talbert, Mayor

Christina Marez, City Secretary

APPROVED AS TO FORM:

Jo-Christy Brown, City Attorney
[Signature of Attorney Provided on Separate Page, to be Attached]

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**MINUTES OF REGULAR MEETING OF THE GOVERNING BODY
OF THE CITY OF LAMPASAS, TEXAS
CITY COUNCIL CHAMBERS
302 E THIRD STREET
Monday, October 26, 2020**

The City Council of the City of Lampasas met in Regular Session on the above date with Mayor Talbert presiding.

Council Members present:

T.J. Monroe, Mayor Pro Tem
Chuck Williamson
Mike White
Cathy Kuehne
Randy Clark
Delana Toups

Council Members absent:

None

City Staff Present:

Finley deGraffenried, City Manager
Rickie Roy, Assistant City Manager
Christina Marez, City Secretary
Becky Sims, Zoning Administrator/Asst. City Secretary
Yvonne Moreno, Finance Director
Monica Wright, Information Systems Director
Sammy Bailey, Police Chief
Mandy Walsh, Economic Development Director
Chris Eicher, Parks & Recreation Director
Vicki Tower, Parks Secretary
Frank Ellett, Building Official
Ronnie Withers, Fire Marshal
Van Sims, Water/Wastewater Operations Manager

**SPECIAL SESSION
5:30 p.m.**

I. Call to Order Special Session

Mayor Talbert called the Special Session to order at 5:30 p.m.

II. Adjourn into Executive Session

Mayor Pro Tem Monroe moved to adjourn into Executive Session at 5:31 p.m. The motion was seconded by Council member White and with a unanimous vote, the motion carried.

EXECUTIVE SESSION

The City Council of the City of Lampasas, Texas will meet in closed Executive Session pursuant to the Texas Government Code, Chapter 551, as follows:

Section 551.071 (1) (A) and 551.071(2), Consultation with Attorney by telephone and/or in person concerning matters upon with the attorney has a duty and/or responsibility to report to the governmental body; and/or other matters posted on the regular agenda.

Executive session was adjourned at 6:11 p.m.

SPECIAL SESSION

III. Discussion and possible action concerning items posted and discussed by Council in Executive Session

There was no action taken.

IV. Adjourn Special Session

Mayor Pro Tem Monroe moved to adjourn the Special Session at 6:12 p.m. The motion was seconded by Council member Toups and with a unanimous vote, the motion carried.

WORKSHOP SESSION

1. Call to order Workshop Session

Mayor Talbert called the Workshop Session to order at 6:13 p.m.

2. Discussion and presentation regarding Eagle Scout Project

Luke Coonrod, with Eagle Scout Troop 200, gave a presentation on a proposed Eagle Scout Project at Cooper Springs Nature Park and Campbell Park. The project included installing two bat houses in Campbell Park and two bat houses in Cooper Spring Nature Park as an Eagle Scout Project. The bat houses would be maintained by him for at least the first year.

Luke Coonrod reviewed some of the following information during his presentation:

- Cooper Springs Nature Park Board has approved the installation of two bat houses in Cooper Springs Nature Park
- LAFTA has approved the installation of two bat houses in Campbell Park
- Importance of bats
 - Bats eat insects
 - Bats help with pollination
 - Bat guano can be used as fertilizer
- Bat population has decreased
- Bats migrate, but will return to the same place
- Bat houses would need to be installed on a pole at least 15 ft. high, at least 20 ft. away from trees
- Light blue paint would help keep bat houses cool in the summer
- Safety nets for the bats would be installed under the bat houses
- Could possibly use old electric poles to install bat houses on

Council thanked Mr. Coonrod for his presentation and education on bats. Council appreciated all the work that the Eagle Scouts have done for our community.

3. Discussion regarding City of Lampasas 580 Sports Complex Park Trails

Chris Eicher, Parks & Recreation Director, explained that City Staff had been contacted by an individual regarding development of bike trails for local riders and destination visitors. He and the individual, Mr. Martin, made contact with Trail Solutions regarding development of a concept and design plan. It is City Staff's understanding that some, or most, of the development might be undertaken by local volunteer bike enthusiasts.

Eicher noted that the proposal, at the cost of \$12,655.00, includes three tasks: Project Preparation, Conceptual Planning Fieldwork and Plan Deliverables. The development of trails at the 580 Sports Complex has received favorable responses from the City of Lampasas Parks Advisory Board. City Staff is seeking Council's input and direction.

Mayor Pro Tem Monroe asked about motor cross/motorized bikes. Eicher responded that no motorized bikes or recreational vehicles would be allowed.

Council member Clark said that he was not opposed to the bike trails but there are other projects that the City needs to do first and this proposed project is not good timing right now for the City. The City has a lot on their plate already. He did not have an issue if this group wanted to create some trails that would not cost the City any money.

Mayor Talbert wanted to clarify the reason that this design proposal from Trail Solutions was on Workshop Session for discussion. The City is looking at the expense of the planning and design of the trails because there is a group highly motivated and willing to work to start their volunteer efforts to do trail work out at the 580 Sports Complex. What the City does not want to happen is for this volunteer group to preemptively go out there and start a trail system on their own with no real design. Then if the time comes when the City is ready to invest in a more elaborate trail system, it would be a design that allows the City to continue what has been started and not have to make any changes later that could cost more.

Council member White expressed that this plan for \$12,655.00 is a great value for usable space that would be a benefit for the City.

Council member Williamson asked if the City had any ordinance that addressed motorized bikes in any of the City parks or trails. Because of a recent letter to the editor about atv's being in the Cemetery, he asked if the City had any enforcement of not allowing. Chris Eicher, Parks & Recreation Director, said that he did not know of an ordinance. Williamson felt that an ordinance of not allowing motorized bikes/recreational vehicles in City parks should be created. Eicher agreed and said that the Cemetery should also be included.

4. Discussion and presentation regarding Series 2012 Refunding Bond update.

City Manager deGraffenried explained that City Staff is pleased to provide this update related to bids received for the City's GO 2012 Refunding Bonds. On June 3, 2020, Council authorized, by Ordinance, the Bond and refunding, including the terms and conditions. The initial estimated savings comparison indicated a \$203,353.00 savings over the term based on 2.46% all-inclusive interest cost ("AIC"). City Staff is pleased to report, the City's pricing officers (staff) verbally accepted and locked in, the bid from Classic Bank at 1.43% true interest cost ("TIC") for a savings over the term of \$404,515.00. Per the Bond conditions, the term was not extended and will mature in 2036. City Staff would also like to express our

appreciation to Jennifer Ritter, Specialized Public Finance, and Bart Fowler, McCall, Parkhurst and Horton, Bond Counsel, for their professionalism and closely working relationship with the City.

5. Discussion and updates related to COVID-19 Pandemic

Ronnie Withers, Fire Marshal, reviewed the following information:

- Statewide
 - 91,885 cases
 - 17,504 fatalities
 - 5,206 hospitalized
 - 7.71% positivity rate
- Lampasas
 - 403 cases
 - 8 active
 - 11 fatalities

6. Discussion and presentation of the Lampasas County Chamber of Commerce Tourism and Visitor Center Fourth Quarter Report

Melissa Unger, Chamber Director, reviewed the Lampasas County Chamber of Commerce Tourism and Visitor Center Fourth Quarter Report with Council. She explained that the Lampasas County Chamber of Commerce & Visitor Center is requesting reimbursement in the amount of \$11,604.05 for their Fourth Quarter Report.

There were no questions or comments from Council. They thanked Mrs. Unger for her report.

7. Discussion regarding any item on the regular agenda

There was no discussion.

8. Adjourn Workshop Session

Mayor Pro Tem Monroe moved to adjourn the Workshop Session at 6:34 p.m. The motion was seconded by Council member Clark and with a unanimous vote, the motion carried.

A brief break was taken before going into Regular Session.

REGULAR SESSION 6:00 p.m.
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ANNOUNCEMENTS

A. Call to Order

Mayor Talbert called the Regular Session to order at 6:42 p.m.

B. Invocation and Pledge of Allegiance

Sammy Bailey, Police Chief, gave the invocation and the Pledge of Allegiance to the U.S. and Texas flags were recited.

C. Presentations and Proclamations

There were no presentations or proclamations.

Mayor Talbert noted that the telephone number to call in for any questions or comments is 512-556-0332. She also told those in the audience if they could maintain a 6-foot distance, they could remove their masks if they chose to.

	PUBLIC HEARINGS/CITIZEN COMMENTS
1.1	Citizen comments – Any citizen who desires to address the City Council on a matter not included on the Agenda may do so at this time. The City Council may not deliberate on items presented under this Agenda Item.

There were no citizen comments.

1.2	Citizen comments- Any citizen who desires to address the City Council on a matter that is included on the Agenda may do so at this time.
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There were no citizen comments.

2.0	MINUTES
2.1	Discussion and possible action concerning approval of minutes of the Regular Meeting on October 12, 2020

Mayor Pro Tem Monroe moved to approve the minutes as presented. The motion was seconded by Council member Clark and with a unanimous vote, the motion carried.

3.0	CONSENT AGENDA
3.1	Discussion and possible action regarding the second reading of an Ordinance to consider conditionally granting the request to vacate, abandon or close and convey a street, alley and/or a public right-of-way, or a portion thereof, for property being described as 0.085 of an acre portion of an alley located in Block 54 of the A.H. Barnes Addition between East 9 th Street and Spring Ho Avenue; conditional upon closing of remaining lots in Block 54, and providing all conditions in the contract for sale are approved by the parties.
3.2	Discussion and possible action regarding the second reading of an Ordinance amending Chapter 78, Traffic and Vehicles, Article II, specific street regulations, to add a new “Division 7”, to the City’s Traffic and Vehicles Code, entitled “Pedestrians”, Sections 182-193, ET Seq; including enforcement provisions, fines, a savings and severability clause; and including an effective date.
3.3	Discussion and possible action regarding the Monthly Investment Report for September 2020.

Council member Kuehne moved to approve the consent agenda as presented. The motion was seconded by Mayor Pro Tem Monroe and with a unanimous vote, the motion carried.

4.0	BOARDS/DEPARTMENT REPORTS
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4.1	<ol style="list-style-type: none"> 1. Building Official Monthly Report 2. Economic Development Monthly Report 3. Fire Department Monthly Report 4. Parks and Recreation Monthly Report 5. Information Systems Monthly Report 6. Library Monthly Report 7. Golf Course Monthly Report 8. Municipal Court Monthly Report 9. City Secretary Monthly Report 10. Police Department Monthly Report 11. Utility Billing and Collections Monthly Report 12. Public Works Monthly Report for Electric, Streets, Water/Wastewater
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Frank Ellett, Building Official, and Becky Sims, Zoning Administrator/Asst. City Secretary, reviewed the following:

- Total permits by type
- Permits issued by month
- Of the 153 remodel/addition permits, 52 were roof permits; 38 related to sheds, carports, pavilions or workshops/garages; and 15 related to Commercial buildings
- Of the 52 building permits, 41 were new homes
- Inspections by month
- Reviewed new business that has come into Lampasas
- Planning & Zoning meetings
- Zoning Board of Adjustment meetings
- Adopted Ordinances

Council thanked both Frank Ellett and Becky Sims for their presentation and the work they do for the City.

5.0	ROUTINE MATTERS
5.1	City Manager's Operational Report

City Manager deGraffenried reviewed his report:

- He spoke about the Building Department personnel and the amount of time they spend with individuals and developers beyond their normal work responsibilities. They do a great job in helping all the customer traffic that this Department receives.
- West Third - As mentioned previously, LCRA transmission line work on the west side of town has uncovered a potential roadway and drainage undermining in the 1100 block of West Third Street. The road was improved with two 36-inch culverts many years ago, and it is believed as the culverts eroded, water was allowed to undermine the pavement. Heavy equipment for the line work exposed the issue. Assistant City Manager, Rickie Roy, has sought input from consulting engineers, and will keep that portion of the street closed pending an engineering recommendation.
- Mail - Related to the closure on West Third, the City also has other projects that have called for temporary closure or detour. Rickie Roy, Assistant City Manager, has fielded several calls from residents that are not receiving mail delivery because mailboxes are not as accessible, or roads are under construction. In all cases, and City Staffs' opinion, the USPS could, and should, deliver mail,

as access is available, but would require a few steps off the delivery truck. Assistant City Manager Roy has visited with the Post Office staff several times, and is hopeful for a solution. Many of our residents rely on mail service for medication and other essentials.

- Fire Department - Good things are happening at the Fire Department. Fire Chief, Jeff Smith, reports a recent drop-in inspection from the Texas Commission on Fire Protection noting no violations, as well as no deficiencies in record keeping. Fire personnel and apparatus will be at elementary schools this month as the Fire Department conducts outreach for Fire Prevention month.
- WCID - The Lampasas County WCID met on October 22, 2020 and discussed recent efforts related to public relations, fundraising and on-going maintenance. Jared Bowen, from the Texas State Soil and Water Conservation Board, was in attendance and discussed probable decreases in State funding over the next biennium. His agency is attempting to fund engineering for a number of projects, perhaps including the WCID high hazard upgrade, so that if funding does become available, the project can be initiated. The Board continues to discuss possible sources for the 1.75% match required on the upgrade, which could be as much as \$140,000.00.
- Development Fees – City Staff was contacted this week by a Real Estate Broker regarding the City's fees for Zoning changes and requests for variances. Since 2018, the City has charged \$250.00 for the application fee, plus postage and publication. In considering the fees at the time, Council reviewed City Staff time, rising publication costs and preparation of legal notices. The Broker was concerned regarding the cost, and cost justification. City Staff brings this to Council's attention in the event Council members wish to discuss it further in a future Workshop Session.
- Welcome Sign - Council members may have seen the recent post regarding the upgraded and expanded Welcome sign on North 281 by the Airport. The project was previously reported to Council and undertaken by Vision Lampasas. Supporting Vision's efforts were a number of donors for materials, labor and expertise. It is their plan to replicate the signage on South Highway 183 and Highway 190.
- Anniversaries - October is a big month for employee anniversaries. The first month of our fiscal year, in combination with the timing of incorporating OMI employees to the City about 10 years ago results in the highest number of anniversaries of any month. Employees 5 or more year's tenure include Brandon Kepler, 10 years; Mike Blair, 10 years; Tom Zimpel, 10 years; Tyler Gillis, 7 years; Jesse Acosta, 14 years; Larry Wilson, 8 years; Glen Adams, 10 years; Van Sims, 10 years; Will Sneed, 5 years; Warren Scott, who is also a new Dad, 5 years; Becky Sims, 10 years; Sammy Bailey, 32 years; JP Harris, 22 years; and Bryan Hall, 8 years.

5.2	MAYOR'S COMMENTS
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Mayor Talbert had no comments other than she hoped that there would be as many attendees as there are at tonight's meeting for the next Council meeting that would be the last meeting for Council member White.

6.0	UNFINISHED BUSINESS
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There was no unfinished business.

7.0	NEW BUSINESS
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7.1	Discussion and possible action regarding approval of Lampasas County Chamber of Commerce Tourism and Visitor Center Fourth Quarter Report as presented.
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Melissa Unger, Chamber Director, explained that this item was discussed in Workshop Session and asked if any Council member had any questions on the report presented. She also informed Council members that the Chamber would be having an Open House in December, the date and time is to be determined, and also the annual Hunter's Welcome will be on November 6.

Mayor Pro Tem Monroe moved to accept the Lampasas County Chamber of Commerce Tourism and Visitor Center Fourth Quarter Report as presented. The motion was seconded by Council member Williamson and with a unanimous vote, the motion carried.

7.2	Discussion and possible action to consider a Resolution terminating future, additional pole attachment by AT&T to City of Lampasas utility poles due to lack of pole attachment agreement renewals and update.
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City Manager deGraffenried explained that on September 10, 2019, the City engaged Local Government Services (“LGS”) to conduct a utility pole audit and negotiate new attachment agreements with AT&T and Suddenlink. At this time, LGS has completed negotiation with Suddenlink resulting in a new attachment agreement, however; LGS has not been able to complete an agreement with AT&T as referenced in the supporting documents. The current agreement with AT&T (Southwestern Bell) was executed in 1949 when there was greater parity in attachments. Over the years, the responsibility for operating and maintenance expense has shifted to the City with 1,951 AT&T attachments to City poles currently.

deGraffenried explained that this Resolution provides AT&T the required one-year written notice that the City will not allow any future additional attachments on City poles. Our consultant believes this is necessary to provide some leverage in moving the process forward. AT&T is currently paying \$3.00 per attachment.

Mayor Pro Tem Monroe moved to approve the Resolution terminating future, additional pole attachment by AT&T to City of Lampasas utility poles due to lack of pole attachment agreement renewals and update. The motion was seconded by Council member Toups and with a unanimous vote, the motion carried.

7.3	Discussion and possible action regarding a request by Martin Marietta-Lampasas Ready-Mix to sub-lease 1203 McLean, Lampasas, Texas.
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Mayor Pro Tem Monroe moved to approve and authorize City Staff to communicate with Martin Marietta - Lampasas Ready-Mix regarding the request to sub-lease at 1203 McLean and work with the City Attorney regarding the City’s position on this matter. The motion was seconded by Council member Williamson and with a unanimous vote, the motion carried.

7.4	Discussion and possible action regarding an Eagle Scout Project that was presented and approved through LAFTA, Cooper Spring Nature Park Board and City of Lampasas Park and Recreation Advisory Board.
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Chris Eicher, Parks & Recreation Director, explained that this item was presented and discussed in Workshop Session.

Council member Toups moved to approve the Eagle Scout Project as presented. The motion was seconded by Council member Kuehne and with a unanimous vote, the motion carried.

7.5	Discussion and possible action regarding the design proposal for City of Lampasas 580 Sports Complex Park Trails.
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Chris Eicher, Parks & Recreation Director, explained that this item was discussed in Workshop Session.

Council member White moved to approve the design proposal from Trail Solutions in the amount of \$12,655.00 for the City of Lampasas 580 Sports Complex Park Trails. The motion was seconded by Council member Toups and with a vote of six in favor and one opposed (Clark), the motion carried.

7.6	Discussion and possible action to declare a 2010 Crown Vic as surplus to authorize disposal as allowed by state law.
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Sammy Bailey, Police Chief, explained that the Lampasas Police Department removed Unit #24, 2010 Crown Victoria, from patrol and used it as an Administrative/Training Vehicle for the past couple of years to save on mileage cost. This unit has been stripped of all police equipment and police insignia. It is in poor physical condition with a hole in the back floorboard from removal of the equipment. It has a mileage of 92,505 and it is in need of maintenance and also needs a new battery. She requested Council's approval to declare the 2010 Crown Victoria as surplus and authorize the disposal as allowed by State Law.

Council member Williamson moved to approve to declare a 2010 Crown Victoria as surplus and authorized the disposal as allowed by State Law. The motion was seconded by Council member White and with a unanimous vote, the motion carried.

7.7	Discuss and consider ratification of emergency purchase of fueling system (credit card reader) for the Lampasas Municipal Airport in the amount of \$14,295.00 and installation cost in the amount of \$4,000.00.
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Chris Eicher, Parks & Recreation Director, explained that after several months of attempting to upgrade and maintain the fueling system, on September 6, 2020, City Staff noticed that the credit card reader was not working properly at the Airport. City Staff has worked closely with QT Petroleum on Demand (QTPOD) and AT&T to troubleshoot and try to repair the system. Since the outage, the Airport has lost approximately 1,500 gallons per month in fuel sales. Due to loss of revenue from non-sales, City Staff authorized the purchase rather than waiting for Council to convene. City Staff is asking Council to consider the ratification of the emergency purchase of new card reader with installation in the amount of \$18,295.00.

Eicher also noted that one half of this expense will be reimbursed by TxDOT's Routine Airport Maintenance Program ("RAMP").

Mayor Pro Tem Monroe moved to approve the ratification of emergency purchase of fueling system (card reader) including installation for the Lampasas Municipal Airport in an amount not to exceed \$18,295.00. The motion was seconded by Council member White and with a unanimous vote, the motion carried.

7.8	Discussion and possible action to modify Chapter 78, Traffic and Vehicles, Article II. Specific Street Regulations, Division 2: Stop Intersections, Section 78-61. Stop Streets-Generally; Division 3: Yield Intersections; Sec. 78-91 Schedule. Division 4: Speed Limits, Section 78-121 Speed Limit, designated to include Stone Valley Estates and Brodie Estates roadways, traffic control signage, and to update speed limits in other areas of the city.
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Sammy Bailey, Chief of Police, explained that she and Street Superintendent, Carlos Garcia, have completed roadway studies and placement of traffic control devices in the Stone Valley Estates area and for Brodie Estates, as required for safety of all. Modification of Chapter 78 Divisions 2, 3, and 4; Sections 78-61; 78-91, 78-121 is to bring this Chapter up-to-date and for accuracy in the City Ordinances of the City of Lampasas.

Council member Kuehne moved to approve an Ordinance amending the City's Code, Chapter 78-Traffic and Vehicles, Article II. Specific Street Regulations, Division 2. Stop Intersections, Section 78-61. Stop Streets Generally, Division 3: Yield Intersections, Section 78-91. Schedule; Division 4, Speed Limits, Section 78-121-Speed Limits; designated to include Stone Valley Estates and Brodie Estates roadways, traffic control signage, and to update speed limits in other areas of the city. The motion was seconded by Council member Clark and with a unanimous vote, the motion carried.

7.9	Discussion and possible action regarding the purchase of two 2016 John Deere mowers leased by Hancock Park Golf Course.
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Chris Eicher, Parks & Recreation Director, explained that the Hancock Park Golf Course has a 2016 John Deere 72" Front End Deck mower and a 2016 John Deere Fairway unit that had been leased. Both of the mowers are in good condition and are available for purchase. The 2016 John Deere 72" Front End Deck mower can be purchased for \$3,950.00 and the 2016 John Deere Fairway unit can be purchased for \$9,125.00. The Parks Department would like to purchase both of these 2016 John Deere mowers. The retail cost of the deck mower is approximately \$22,000.00 and the retail cost of the fairway, reel mower is approximately \$70,000.00.

Council member White moved to approve the purchase of a 2016 John Deere 72" Front End Deck mower in an amount not to exceed \$3,950.00 and the purchase of a 2016 John Deere Fairway unit in an amount not to exceed \$9,125.00 from Austin Turf and Tractor for the Parks Department. The motion was seconded by Council member Williamson and with a unanimous vote, the motion carried.

Adjourn

Mayor Pro Tem Monroe moved to adjourn the meeting at 7:14 p.m. The motion was seconded by Council member Toups and with a unanimous vote, the motion carried.

PASSED AND APPROVED this _____ day of _____, 2020.

Misti Talbert, Mayor

ATTEST:

Christina Marez, City Secretary


City Manager

ITEM NO. 3.1

**BUSINESS FOR THE CITY COUNCIL
OF THE
CITY OF LAMPASAS**

Subject:

Discussion and Possible Action regarding purchases and charges in excess of \$4,000 from October 1, 2020 to October 31, 2020

Requested By: Yvonne Moreno, Finance Director

Submitted By: Yvonne Moreno, Finance Director

Date Submitted: November 2, 2020

For the Agenda of: November 9, 2020

Procurement and Funding Statement:

N/A

Attachments: A/P History Check Report

Summary Statement:

The Check History Report presents the detail of individual charges and amounts for all checks over \$4,000 for the period of October 1, 2020 to October 31, 2020.

Recommendation:

Motion to approve by consent.

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02856	AEP ENERGY PARTNERS, INC.							
I-17521274604	SEPTEMBER AEP BILL	E	10/19/2020	67,370.75		000046		67,370.75
56260	LOWER COLORADO RIVER AUTHORITY							
I-EW16016	SEPTEMBER LCRA BILL	E	10/19/2020	432,115.09		000047		432,115.09
27050	IRS-PAYROLL TAXES							
I-T1 202010088079	FEDERAL WITHHOLDING	D	10/09/2020	17,242.49		000078		
I-T3 202010088079	FICA TAX	D	10/09/2020	25,667.94		000078		
I-T4 202010088079	MEDICARE TAX	D	10/09/2020	6,002.98		000078		48,913.41
27050	IRS-PAYROLL TAXES							
I-T1 202010228081	FEDERAL WITHHOLDING	D	10/23/2020	16,975.98		000079		
I-T3 202010228081	FICA TAX	D	10/23/2020	25,142.08		000079		
I-T4 202010228081	MEDICARE TAX	D	10/23/2020	5,880.00		000079		47,998.06
02804	ANIXTER POWER SOLUTIONS LLC							
I-460531800	TRIPSAVERS	R	10/01/2020	9,024.00		158385		9,024.00
03229	HALFF ASSOCIATES INC							
I-10040322	COMPREHENSIVE PLAN	R	10/01/2020	2,795.65		158400		
I-10042575	COMPREHENSIVE PLAN	R	10/01/2020	2,386.04		158400		5,181.69
01488	LAW OFFICES OF JO-CHRISTY BROW							
I-29842	GENERAL MATTERS	R	10/01/2020	4,917.50		158405		4,917.50
59920	MILLER'S SERVICE CO							
I-83043	REPLACE 3 BAY HEATER	R	10/01/2020	5,600.00		158408		
I-83152	METAL GARBAGE CANS	R	10/01/2020	400.00		158408		6,000.00
02460	PATTERSON EQUIPMENT COMPANY, L							
I-5063	WATER PUMP REPAIR	R	10/01/2020	5,934.71		158412		5,934.71
03351	QA CONSTRUCTION SERVICES							
I-NO 2 09232020	W AVENUE E DRAINAGE	R	10/01/2020	70,719.71		158416		70,719.71
78895	SOLOMON CORPORATION							
I-339100	37.5 KVA PAD MOUNT TRANS	R	10/01/2020	5,630.00		158423		5,630.00
17865	COLONIAL LIFE & ACCIDENT							
I-AC1202009108074	ACCIDENT INSURANCE	R	10/01/2020	182.40		158456		
I-AC2202009248075	ACCIDENT INSURANCE	R	10/01/2020	182.45		158456		
I-AC3202009108074	ACCIDENT INSURANCE	R	10/01/2020	756.26		158456		
I-AC3202009248075	ACCIDENT INSURANCE	R	10/01/2020	756.26		158456		
I-CN1202009108074	CANCER INSURANCE	R	10/01/2020	285.83		158456		
I-CN2202009248075	CANCER INSURANCE	R	10/01/2020	285.85		158456		
I-HO3202009108074	HOSPITAL INCOME - PRETAX	R	10/01/2020	137.70		158456		
I-HO3202009248075	HOSPITAL INCOME - PRETAX	R	10/01/2020	137.70		158456		

VENDOR SET: 99 CITY OF LAMPASAS
 BANK: FSB BANCORPSOUTH
 DATE RANGE:10/01/2020 THRU 10/31/2020

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
I-LF3202009248075	UNIV/COL LIFE AFTER TAX	R	10/01/2020	266.57		158456		
I-LF7202009108074	NON-PRETAX LIFE INSURANCE	R	10/01/2020	266.51		158456		
I-LF8202009108074	AFTER TAX COLONIAL PRODUCTS	R	10/01/2020	1,105.29		158456		
I-LF8202009248075	AFTER TAX COLONIAL PRODUCTS	R	10/01/2020	1,105.29		158456		5,468.11
74775	SCOTT & WHITE HEALTH PLAN							
C-HEA202009248075	EMPLOYEE SHARE HEALTH INSURANC	R	10/01/2020	247.05CR		158464		
I-202010018078	SCOTT & WHITE HEALTH PLAN	R	10/01/2020	3,766.06		158464		
I-CCC202009248075	HEALTH INSURANCE PREMIUM	R	10/01/2020	4,974.13		158464		
I-CCE202009248075	HEALTH INSURANCE PREMIUM	R	10/01/2020	10,843.87		158464		
I-CCF202009248075	HEALTH INSURANCE PREMIUMS	R	10/01/2020	7,100.24		158464		
I-CCS202009248075	HEALTH INSURANCE PREMIUM	R	10/01/2020	5,553.31		158464		
I-HE1202009248075	HEALTH INSURANCE PREMIUM	R	10/01/2020	10,372.23		158464		
I-HEA202009108074	EMPLOYEE SHARE HEALTH INSURANC	R	10/01/2020	10,524.36		158464		
I-HEC202009248075	EMPLOYEE SHARE HEALTH INSURANC	R	10/01/2020	10,277.31		158464		
I-HI1202009248075	CITY HEALTH INSURANCE	R	10/01/2020	14,208.43		158464		
I-HID202009248075	CITY HEALTH INSURANCE	R	10/01/2020	9,583.65		158464		
I-HIE202009248075	EMPLOYEE CITY HEALTH CONTRIB	R	10/01/2020	18,987.75		158464		105,944.29
84250	TEXAS MUNICIPAL RETIREMENT SYS							
I-TMR202009018073	RETIREMENT CONTRIBUTIONS	R	10/01/2020	826.28		158465		
I-TMR202009108074	RETIREMENT CONTRIBUTIONS	R	10/01/2020	47,600.69		158465		
I-TMR202009248075	RETIREMENT CONTRIBUTIONS	R	10/01/2020	48,820.49		158465		97,247.46
02261	CIVIC PLUS AND ePOWEREDSCHOOLS							
I-203255	ANNUAL RENEWAL	R	10/12/2020	6,614.00		158508		6,614.00
02860	FUELMAN							
I-202009308076	CITY FUEL	R	10/12/2020	7,217.45		158515		7,217.45
00904	HEART OF TEXAS DEFENSE AL							
I-2024	ANNUAL SUPPORT	R	10/12/2020	5,630.00		158525		5,630.00
45897	JOHN DEERE FINANCIAL							
I-2389775	MOWER LEASE	R	10/12/2020	1,537.52		158537		
I-2396000	MOWER LEASE	R	10/12/2020	2,700.82		158537		4,238.34
48720	LAMPASAS BUILDERS MART INC							
C-658431	ADAPTER SC 40 MALE/CLEANOUT	R	10/12/2020	14.17CR		158543		
I-171669	MARKING PAINT BLUE/GREEN	R	10/12/2020	72.76		158543		
I-171711	DEWALT/MAX BATTERY 20 V	R	10/12/2020	262.17		158543		
I-656857	CRIMPING PLIER 9.5"/PLIERS 8"	R	10/12/2020	36.78		158543		
I-656879	TRIMMER 28.44 CC W/ 25-2 LOOP	R	10/12/2020	659.98		158543		
I-656885	MARKING PAINT WB FL GRN	R	10/12/2020	36.38		158543		
I-656888	NUTS/BOLTS/DRILL BIT/WHEEL	R	10/12/2020	65.69		158543		
I-656901	CHAIN PICCO SLIM 14" 3/8 .043	R	10/12/2020	18.99		158543		
I-656949	FLOOR SQUEEGEE/EXT POLE STEEL	R	10/12/2020	47.81		158543		
I-656957	BOOT TOE PLN PVC SIZE 9	R	10/12/2020	18.39		158543		

VENDOR SET: 99 CITY OF LAMPASAS
 BANK: FSB BANCORPSOUTH
 DATE RANGE:10/01/2020 THRU 10/31/2020

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
I-656963	BOW RAKE 66" X 17" WD HNDL	R	10/12/2020	23.91		158543		
I-656978	BIBB HOSE/ 20PK AA BATTERY	R	10/12/2020	48.85		158543		
I-657021	BEEH HOE/ NUTS & BOLTS	R	10/12/2020	13.57		158543		
I-657040	2 x 8-12 TREATED #1 YP	R	10/12/2020	22.34		158543		
I-657083	CM EXT BAR 6"/3",NUTSETTER 4PC	R	10/12/2020	25.73		158543		
I-657086	KLEIN TOOL BAG/BLADE SAW 3PK	R	10/12/2020	218.60		158543		
I-657300	LED WRAP LIGHT/LED PLUG/PLAY	R	10/12/2020	112.20		158543		
I-657305	SAWZAL BLADE//TORCH/DEMOLITION	R	10/12/2020	50.57		158543		
I-657310	CONN WIRE/TOGGLE BOLTS	R	10/12/2020	6.23		158543		
I-657330	LOCK PRIVACY FLAIR AB	R	10/12/2020	29.43		158543		
I-657383	GARDEN SPRAYER 3 GAL	R	10/12/2020	23.91		158543		
I-657387	BC PLYWOOD 3/4 - 23/32"	R	10/12/2020	174.00		158543		
I-657423	BATTERY ALK AA 16 WIDE	R	10/12/2020	15.99		158543		
I-657455	CHAINSAW 18"/BAR & CHAIN 32 OZ	R	10/12/2020	348.98		158543		
I-657511	LANDSCAPE TIMBER 5X5 TREATED	R	10/12/2020	341.82		158543		
I-657589	BLUE MARKING PAINT	R	10/12/2020	36.38		158543		
I-657621	MENDER HOSE/PLUG/2 " CAP	R	10/12/2020	24.14		158543		
I-657624	TUBING BRAID 3	R	10/12/2020	49.85		158543		
I-657691	PACIFICA CAUCET/ V ANITY 36"	R	10/12/2020	230.58		158543		
I-657704	COMMERCIAL LINE 5 LB	R	10/12/2020	99.98		158543		
I-657705	2" PVC SC 40 COUPLING	R	10/12/2020	1.46		158543		
I-657720	WATER/COMMERCIAL LINE/WIPES	R	10/12/2020	142.31		158543		
I-657737	FOAM STUFF/CAULK LEVEL 5.5	R	10/12/2020	18.09		158543		
I-657808	SAT ULT WHITE 1 GAL	R	10/12/2020	32.19		158543		
I-657812	STOOL/DUCK TAPE/BUSHING	R	10/12/2020	28.86		158543		
I-657857	CUTTING WHEEL	R	10/12/2020	9.91		158543		
I-657864	DEWALT/BATTERY PACK/GRINDER	R	10/12/2020	111.59		158543		
I-657867	SWEEPER/COUPLING/BUSHING	R	10/12/2020	78.11		158543		
I-657964	DRILL KILL/SHOCKWAVE BIT SET	R	10/12/2020	176.78		158543		
I-657969	SCREWDRIVER/TUBING	R	10/12/2020	7.26		158543		
I-657973	ADAPTER SCH 40	R	10/12/2020	1.28		158543		
I-658020	SP RESIN TRASH RECEP	R	10/12/2020	89.98		158543		
I-658021	# 2 WW 2 X 4	R	10/12/2020	13.68		158543		
I-658023	PREMIUM # 2 SPF	R	10/12/2020	14.78		158543		
I-658027	BATTERY CHARGER	R	10/12/2020	62.99		158543		
I-658070	WHITE MARKING PAINT	R	10/12/2020	12.13		158543		
I-658091	TOGGLE BOLT RH 1/4 X 3	R	10/12/2020	3.66		158543		
I-658129	HAND HELD BLOWER	R	10/12/2020	269.99		158543		
I-658194	ENTRY KNOB TULIP SS	R	10/12/2020	15.63		158543		
I-658229	# 2 YP 2 X 8-16	R	10/12/2020	13.15		158543		
I-658247	MARKING PAINT/GREEN & BLUE	R	10/12/2020	99.43		158543		
I-658338	ENGINE OIL ULTRA 6 PK	R	10/12/2020	46.04		158543		
I-658353	BATTERIES/SC 40/ADAPTER	R	10/12/2020	8.98		158543		
I-658363	WIRE STRIPPER MULTI TOOL	R	10/12/2020	17.47		158543		
I-658378	GFI ST RECEIPT	R	10/12/2020	18.39		158543		
I-658402	PLUG DEAD FRONT ORANGE	R	10/12/2020	3.67		158543		
I-658403	CEMENT/PRIMER/BUSHING	R	10/12/2020	56.96		158543		
I-658428	SC 40 ELL 2" 90 D	R	10/12/2020	2.57		158543		
I-658476	BLOWER/CHAINSAW EGO LI ION	R	10/12/2020	519.98		158543		4,979.16

VENDOR SET: 99 CITY OF LAMPASAS
 BANK: FSB BANCORPSOUTH
 DATE RANGE:10/01/2020 THRU 10/31/2020

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
49350	LAMP CHAMBER OF COMMERCE 3RD QUARTER REIMBURSEMENT	R	10/12/2020	10,765.74		158556		10,765.74
52200	LAMPASAS PUBLIC UTILITIES SEPTEMBER 2020	R	10/12/2020	37,962.06		158557		37,962.06
03376	PRINCIPAL LIFE INSURANCE COMPA							
C-DN1202009248075	EMPLOYEE SHARE HEALTH INSUR	R	10/12/2020	14.50CR		158580		
C-VS1202009248075	EMPLOYEE SHARE HEALTH PLAN	R	10/12/2020	2.16CR		158580		
I-202010128080	PRINCIPAL LIFE INSURANCE COMPA	R	10/12/2020	145.34		158580		
I-DN1202009108074	EMPLOYEE SHARE HEALTH INSUR	R	10/12/2020	598.50		158580		
I-DN2202009248075	EMPLOYEE SHARE HEALTH INSUR	R	10/12/2020	584.00		158580		
I-GDC202009248075	DENTAL INSURANCE PREMIUM	R	10/12/2020	717.00		158580		
I-GDE202009248075	DENTAL INSURANCE PREMIUM	R	10/12/2020	909.45		158580		
I-GDF202009248075	DENTAL INSURANCE PREMIUM	R	10/12/2020	1,063.48		158580		
I-GDS202009248075	DENTAL INSURANCE PREMIUM	R	10/12/2020	585.80		158580		
I-GVC202009248075	VISION INSURANCE PREMIUM	R	10/12/2020	144.06		158580		
I-GVE202009248075	VISION INSURANCE PREMIUM	R	10/12/2020	246.96		158580		
I-GVF202009248075	VISION INSURANCE PREMIUM	R	10/12/2020	178.22		158580		
I-GVS202009248075	VISION INSURANCE PREMIUM	R	10/12/2020	135.40		158580		
I-VS1202009108074	EMPLOYEE SHARE HEALTH PLAN	R	10/12/2020	79.30		158580		
I-VS2202009248075	EMPLOYEE SHARE HEALTH INSUR	R	10/12/2020	77.14		158580		5,447.99
82300	TECHLINE, INC							
I-127011000	TRANSFORMER 50 KVA	R	10/12/2020	2,908.50		158605		
I-127146200	WIRE, TRIPLEX #2	R	10/12/2020	3,812.61		158605		
I-127146201	WIRE, TRIPLEX #2	R	10/12/2020	1,740.00		158605		
I-127146202	WIRE, TRIPLEX #2	R	10/12/2020	121.80		158605		
I-127146203	WIRE, TRIPLEX #2	R	10/12/2020	64.02		158605		
I-127146204	WIRE, TRIPLEX #2	R	10/12/2020	121.25		158605		
I-127146205	WIRE, TRIPLEX #2	R	10/12/2020	117.37		158605		
I-127146206	WIRE, TRIPLEX #2	R	10/12/2020	550.00		158605		
I-127258000	37.5 KVA DB TRANSFORMER	R	10/12/2020	3,144.00		158605		
I-127269300	37.5 KVA DB TRANSFORMER	R	10/12/2020	157.50		158605		
I-311190600	37.5 KVA DB TRANSFORMER	R	10/12/2020	418.50		158605		13,155.55
00016	TEXAS MUNICIPAL LEAGUE							
I-10012020	WORKERS COMP FY 20-21	R	10/12/2020	88,893.66		158610		88,893.66
84454	TEXAS TRAILS							
I-10012020	TEXAS TRAILS MAP	R	10/12/2020	660.00		158612		
I-10012020*	TEXAS TRAILS MAP	R	10/12/2020	1,650.00		158612		
I-10012020**	TEXAS TRAILS MAP ADVERTIS	R	10/12/2020	1,980.00		158612		4,290.00

VENDOR SET: 99 CITY OF LAMPASAS
 BANK: FSB BANCORPSOUTH
 DATE RANGE:10/01/2020 THRU 10/31/2020

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
42313	TYLER TECHNOLOGIES DIVISION							
I-025306786	ANNUAL MAINT INCODE	R	10/12/2020	45,693.33		158615		45,693.33
02976	WASTE CONNECTIONS							
I-1522456	COMMERCAIL SOLID WASTE	R	10/12/2020	50,598.81		158626		
I-1522457	RESIDENTIAL SOLID WASTE	R	10/12/2020	44,237.19		158626		
I-1522493	EMPTY ROLL-OFFS	R	10/12/2020	1,018.80		158626		
I-1522515	EMPTY RECYCLE BIN	R	10/12/2020	716.00		158626		96,570.80
02754	MASTERCARD							
I-000002258G	D EICHER LICENSE FEE	R	10/14/2020	111.00		158653		
I-00941G	HISE/WHITE RAB VAC	R	10/14/2020	310.00		158653		
I-00950G	HISE/WHITE RAB VAC	R	10/14/2020	310.00		158653		
I-01493G	MEMO'S COUNCIL DINNER	R	10/14/2020	165.00		158653		
I-01605G	RABIES IMMUNIZATIONS	R	10/14/2020	313.00		158653		
I-09162020	CFW LICENSE VAN	R	10/14/2020	200.00		158653		
I-10342648	TROPHIES	R	10/14/2020	85.29		158653		
I-1447210005	CLASS	R	10/14/2020	1,000.00		158653		
I-16624932	FLASHLIGHT, BATTERIES	R	10/14/2020	373.18		158653		
I-302294573	OCTOBER NEWSLETTER	R	10/14/2020	50.00		158653		
I-7001846539	TRAINING MATERIALS	R	10/14/2020	1,409.14		158653		
I-94905	CERTIFICATION	R	10/14/2020	87.17		158653		
I-EAF48B3A0001	WEAT MEMBERSHIP	R	10/14/2020	50.00		158653		4,463.78
16468	CATERPILLAR FIN SER CORP							
I-30208006	DOZER RENTAL NOVEMBER	R	10/19/2020	1,660.70		158678		
I-30222385	EXCAVATOR/BACKHOE	R	10/19/2020	2,463.86		158678		4,124.56
33574	GRAVES DOUGHERTY HEARON & MOOD							
I-358016	CENTRAL TEXAS DISPUTE	R	10/19/2020	12,831.60		158685		
I-358017	KEMPNER WSC WHEEL AGRMT	R	10/19/2020	231.20		158685		13,062.80
02202	H & H TREE SERVICE INC							
I-10122020	CUT TREE DOWN 407 HOWE	R	10/19/2020	1,800.00		158686		
I-10152020	CHRISTMAS LIGHTS AT PARK	R	10/19/2020	10,000.00		158686		11,800.00
02460	PATTERSON EQUIPMENT COMPANY, L							
I-5133	CAMEL VAC WATER PUMP	R	10/19/2020	6,597.29		158696		6,597.29
01505	TEXAS COMMISSION ON ENVIRONMEN							
I-23001760 10122020	PLANT FEE	R	10/19/2020	11,360.20		158700		11,360.20
47585	KEMPNER WATER SUPPLY CORP							
I-09302020	LOAN PYMNTS 91-06 & 91-07	R	10/21/2020	19,146.97		158745		19,146.97

VENDOR SET: 99 CITY OF LAMPASAS
 BANK: FSB BANCORPSOUTH
 DATE RANGE:10/01/2020 THRU 10/31/2020

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02496	DOWNSTREAM AVIATION LP							
I-83299	UPGRADE FUEL TERMINAL	R	10/21/2020	14,295.00		158760		14,295.00
47585	KEMPNER WATER SUPPLY CORP							
I-09302020**	MONTHLY WATER BILL	R	10/26/2020	45,364.85		158789		45,364.85
01488	LAW OFFICES OF JO-CHRISTY BROW							
I-29843	GENERAL MATTERS	R	10/26/2020	10,990.00		158794		10,990.00
03359	SCHINDLER ELEVATOR CORPORATION							
I-8105452828	PREVENTIVE MAINT-CALV BLD	R	10/26/2020	4,931.61		158797		4,931.61
49350	LAMP CHAMBER OF COMMERCE							
I-09302020*	4Q REPORT	R	10/30/2020	11,604.05		158838		11,604.05
01717	METRO FIRE APPARATUS SPECIALIS							
I-1606211	READY RACK	R	10/30/2020	4,740.00		158845		4,740.00

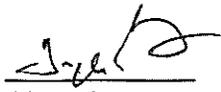
* * T O T A L S * *

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	36	810,006.66	0.00	810,006.66
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	2	96,911.47	0.00	96,911.47
EFT:	2	499,485.84	0.00	499,485.84
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
VOID DEBITS:		0.00		
VOID CREDITS:		0.00		

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: FSB TOTALS:	40	1,406,403.97	0.00	1,406,403.97
BANK: FSB TOTALS:	40	1,406,403.97	0.00	1,406,403.97
REPORT TOTALS:	40	1,406,403.97	0.00	1,406,403.97

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City Manager

ITEM NO. 3.2

**BUSINESS FOR THE CITY COUNCIL
OF THE
CITY OF LAMPASAS**

Subject:

Discussion and possible action to approve the second reading of an Ordinance to modify Chapter 78, Traffic and Vehicles, Article II. Specific Street Regulations, Division 2: Stop Intersections, Section 78-61. Stop Streets-Generally; Division 3: Yield Intersections; Sec. 78-91 Schedule. Division 4: Speed Limits, Section 78-121 Speed Limit, Designated to include Stone Valley Estates and Brodie Estates roadways, traffic control signage, and to update speed limits in other areas of the city.

Requested By: Sammy Bailey, Police Chief

Submitted by: Sammy Bailey, Police Chief

Date Submitted: October 21, 2020

For the agenda of: November 9, 2020

Procurement and Funding Statement:

N/A

Attachments: Chapter 78 Traffic and Vehicle Ordinance Amended,
Exhibit A, additions and modifications

Summary Statement:

This is the second reading of an Ordinance.

Recommendation:

Chief Bailey request a motion to approve the second reading of an Ordinance amending the City's Code, Chapter 78-Traffic and Vehicles, Article II. Specific Street Regulations, Division 2. Stop Intersections, Section 78-61. Stop Streets Generally, Division 3: Yield Intersections, Section 78-91. Schedule; Division 4, Speed Limits, Section 78-121-Speed Limits (as designated in attached ordinance).

ORDINANCE 1637

AN ORDINANCE OF THE CITY OF LAMPASAS, TEXAS, AMENDING CHAPTER 78, TITLED TRAFFIC AND VEHICLES, ARTICLE II, SPECIFIC STREET REGULATIONS AS FOLLOWS: DIVISION 2: STOP INTERSECTIONS, SECTION 78-61, STOP STREETS-GENERALLY, ADDING SEVEN (7) NEW STOP SIGN LOCATIONS; DIVISION 3.-YIELD INTERSECTIONS, SECTION 78-91.-SCHEDULE, ADDING ONE (1) NEW YIELD SIGN LOCATIONS; DIVISION 4-SPEED LIMITS, SECTION 78-121-SPEED LIMIT DESIGNATED, ADDING AND AMENDING EIGHT (8) SPEED LIMITS/SIGNS IN VARIOUS LOCATIONS; ADDING A REPEALER AND SAVINGS CLAUSE; AND ADDING AN EFFECTIVE DATE.

WHEREAS the City Council of the City of Lampasas, Texas desires to protect the safety and welfare of its citizens; and

WHEREAS, Chapter 78 Traffic and Vehicles, Article II. Specific Street Regulations, Division 2: Stop Streets-Generally, Division 3: Yield Intersections, Section 78-91; Division 4: Speed Limits, Section 78-121 of the Code of Ordinances require amendments to achieve the City Council's stated goal of maintaining the safety and welfare of its citizens, as well as safeguarding the traveling public and pedestrians in the community; and

WHEREAS the City Council recognizes the need to regulate the flow of traffic by enacting and enforcing a traffic safety code, which regulates the proper placement of traffic control devices; and

WHEREAS, to make the Code of Ordinances more accessible and understandable, the Chief of Police has recommended that the Council consider amendments to the Code that will:

1. Update or eliminate incorrect locations of signage and/or speed zones;
2. Remove obsolete, duplicative, ineffective or unnecessary regulations;
3. Update certain provisions to ensure Code and state law contiguity.

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

Part 1. REPEALER. The following existing provisions set forth in the City's Traffic Code are hereby repealed: Chapter 78 Division 2.-Stop Intersections, Section 78-61. Stop Streets-Generally; DIVISION 3. - YIELD INTERSECTIONS, Sec. 78-91. - Schedule.; DIVISION 4. - SPEED LIMITS, Sec. 78-121. - Speed limits.

Part 2. CITY CODE AMENDED. The above repealed provision of the City’s Traffic Code, are hereby replaced by the following amended Traffic Code provisions: Chapter 78 Division 2.-Stop Intersections, Section 78-61. Stop Streets-Generally; DIVISION 3. - YIELD INTERSECTIONS, Sec. 78-91. - Schedule.; DIVISION 4. - SPEED LIMITS, Sec. 78-121. - Speed limits.

THE AMENDED AND NEWLY ADOPTED CHAPTER 78, TRAFFIC AND VEHICLES, ARTICLE II, SPECIFIC STREET REGULATIONS OF THE LAMPASAS CODE OF ORDINANCES SHALL READ AS FOLLOWS:

DIVISION 2. - STOP INTERSECTIONS

Sec. 78-61. - Stop streets—Generally.

Stop signs may be installed at the approaches to the intersections at the following streets within the city:

Through Street	Direction of Approach	Stop Street
Avenue A	east or west	Chestnut Street
Avenue A	north or south	Summer Street
Avenue A	south	Northington
Avenue A	north or south	Walnut Street
Avenue B	south	Campbell Street
Avenue B	east or west	Chestnut Street
Avenue B	north or south	Park Street
Avenue B	south	Sumac Street
Avenue B	north or south	Arnold Street
Avenue B	north or south	Summer Street
Avenue B	north	Western Street
Avenue C	north or south	Spring Street
Avenue C	west	Steele Street

Through Street	Direction of Approach	Stop Street
Avenue C	west	North Willis Street
Avenue D	south	Chestnut Street
Avenue D	north or south	Walnut Street
Avenue E	north or south	Broad Street
Avenue E	north or south	Ridge Street
Avenue E	north or south	Walnut Street
Avenue F	north or south	Hackberry Street
Avenue G	north or south	Gamel Street
Avenue J (FM 580)	north or south	Casbeer Street
Bridge Street	north or south	Briggs Street
Bridge Street	north or south	Brown Street
Broad Street	east	Eighth Street
Campbell	east	Avenue F and Avenue G
Central Texas Expressway	south	Chesnut Street
Central Texas Expressway	south	Hollywood Street
Central Texas Expressway	south	Main Street
Central Texas Expressway	south	Old Georgetown Street
Central Texas Expressway	south	Western Street
Central Texas Expressway	north	Alexander Street
Central Texas Expressway	north	Chestnut Street
Central Texas Expressway	north	Main Street
Central Texas Expressway	north	Old Georgetown Street
Central Texas Expressway	north	Park Street

Through Street	Direction of Approach	Stop Street
Central Texas Expressway	north	SueAnn Street
Chestnut Street	west	Water Street
Cloud Street	north or south	Brown Street
College Street	east	Bridge Street
Deer Trail	east or west	Antelope Lane
Diamond Ridge Dr.	east or west	Rocky Mountain Dr.
Diamond Ridge Drive	east or west	Teton Avenue
Eighth Street	north or south	Walnut Street
Elijah Lane	west	Brown
Farm-to-Market Road (FM) 580	north	Campbell Street
Farm-to-Market Road (FM) 580	south	Old Convent Road
FM 580 E	north or south	Hackberry Street
FM 580 E	north	Gamel Street
FM 580 E	north	Northington Street
FM 580 E	north	Hoover
FM 580 E	north or south	McClellan
FM 580 E	north	Stanley
FM 580 West	north	Deer Trail
FM 1478	south	Diamond Ridge Dr.
FM 1478	south	Yellowstone Dr.
Fieldstone Dr.	South	West Avenue C

Through Street	Direction of Approach	Stop Street
Fieldstone Dr.	West	Stone Valley Dr.
Fifth Street	north or south	Liveoak Street
Fifth Street	north or south	Race Street
Fifth Street	north or south	Ridge Street
Fifth Street	north or south	Spring Street
Fifth Street	north or south	Walnut Street
First Street	north or south	Arnold Street
First Street	north	Castleberry Street
First Street	north	Cockrell Circle
First Street	north or south	Howe Street
First Street	south	Landon Street
First Street	north or south	Park Street
First Street	north or south	Porter Street
First Street	north or south	Ridge Street
First Street	north or south	Spring Street
First Street	north	Steele Street
First Street	north or south	Walnut Street
Fourth Street	north or south	Briggs Street
Fourth Street	south or north	Brown Street
Fourth Street	south or north	College Street
Fourth Street (Loop 257)		Ervin Trailer Park Road
Fourth Street	south or north	Old Georgetown Road

Through Street	Direction of Approach	Stop Street
Fourth Street	south	Creek Street
Fourth Street	south or west	Taylor Street
Fourth Street	north or south	Chestnut Street
Fourth Street	north or south	Elm Street
Fourth Street	north or south	Hackberry Street
Fourth Street	north or south	Liveoak Street
Fourth Street	north or south	Main Street
Fourth Street	south	Pecan Street
Fourth Street	north or south	Race Street
Fourth Street	north or south	Ridge Street
Fourth Street	north or south	Spring Street
Fourth Street	north or south	Summer Street
Fourth Street	north or south	Walnut Street
Fourth Street	north or south	Western Street
Gamel Street	west	Avenue B
Gamel Street	west	Avenue C
Gamel Street	west	Avenue D
Gamel Street	west or east	Avenue E
Gamel Street	west or east	Avenue F
Gamel Street	west or east	Avenue H
Gamel Street	east	Avenue H
Hackberry Street	east	Avenue A
Hackberry Street	east	Avenue B

Through Street	Direction of Approach	Stop Street
Hackberry Street	east	Avenue C
Hackberry Street	east	Avenue D
Hackberry Street	east or west	Avenue G
Howe Street	west or east	Fifth Street
Howe Street	east or west	First Street
Howe Street	west or east	Fourth Street
Howe Street	east	Naruna Street
Howe Street	east or west	Second Street
Howe Street	north or south and west or east	Sixth Street
Howe Street	east or west	Third Street
Key Avenue	west or east	Avenue A
Key Avenue	west or east	Avenue B
Key Avenue	west or east	Avenue C
Key Avenue	west or east	Avenue D
Key Avenue	west	Avenue E
Key Avenue	east	Avenue J (FM 580)
Key Avenue	east	Chestnut Street
Key Avenue	west or east	Eighth Street
Key Avenue	west or east	Fifth Street
Key Avenue	west or east	First Street
Key Avenue	west or east	Seventh Street
Key Avenue	west or east	Sixth Street

Through Street	Direction of Approach	Stop Street
Key Avenue	east	Tenth Street
Key Avenue	west or east	Vine Street
Limestone Drive	west	Willis Street
Liveoak Street	east	Avenue F
Liveoak Street	east	Courthouse Square
Liveoak	north	East North Avenue
Matthews Street	south	Bingham Street
Naruna Street	north	Sheppard Lane
Ninth Street	north or south	Broad Street
Ninth Street	north or south	Walnut Street
Nix Road	east	Avenue B
Nix Road	north	Dana Drive
Nix Road	west	Matthews Street
Nix Road	north	Kathie Lane
Nix Road	north	Porter
Nix Road	north	Saul Street
Nix Road	south	Steele Street
North Avenue	north or south	Broad Street
North Avenue	north or south	Howe Street
North Avenue	north or south	Main Street
North Avenue	north or south	Park Street
North Avenue	south or east	Porter Street
North Avenue	north or south	Spring Street

Through Street	Direction of Approach	Stop Street
North Avenue	north or south	Walnut Street
North Avenue	north or south	Ridge
North Avenue	north or south	Race
North Avenue	north or south	Summer
North Avenue	north or south	Arnold
Northington Street	west or east	Avenue F
Old Convent Road	east or west	FM 580
Old Georgetown Road	west	Cloud Street
Old Georgetown Road	south	Hetherly Street
Pecan Street	west	Fifth Street
Pecan Street	west	Seventh Street
Porter Street	west or east	First Street
Porter Street	west or east	Third Street
Ridge Street	north or south	First Street
Ridge	south	Seventh Street
Sandstone Cove	west	Stone Valley Drive
Santa Fe Shopping Center parking lot	west	Vine Street
Second Street	south	Elm Street
Second Street	north or south	Main Street
Second Street	north or south	Park Street
Second Street	north or south	Race Street
Second Street	north or south	Ridge Street

Through Street	Direction of Approach	Stop Street
Second Street	north or south	Spring Street
Second Street	north or south	Walnut Street
Seventh Street	east or west	Broad Street
Seventh Street	north or south	Chestnut Street
Seventh Street	north or south	Walnut Street
Seventh Street	north or south	Western Street
Seventh Street	west	Ridge
Shepherd	west	Teton Avenue
Sheppard Lane	east	Chris James Street
Sixth Street	north or south	Broad Street
Sixth Street	north or south	Chestnut Street
Sixth Street	north or south	Howe Street
Sixth Street	north or south	Main Street
Sixth Street	north	Race Street
Sixth Street	north	Rice Street
Sixth Street	north or south	Ridge Street
Sixth Street	north or south	Spring Street
Sixth Street	north	Summer Street
Sixth Street	north or south	Walnut Street
South Chestnut Street		Riverview Drive
Steele Street	south	Avenue C
Stone Valley	south	Limestone Drive
Stone Valley	north	FM 580/Nix Road

Through Street	Direction of Approach	Stop Street
Tenth Street	south	Broad Street
Third Street	north or south	Chestnut Street
Third Street	south	Courthouse Square
Third Street	south	Elm Street
Third Street	north or south	Hackberry Street
Third Street	east or west	Howe Street
Third Street	north or south	Liveoak Street
Third Street	north or south	Main Street
Third Street	north or south	Millican Street
Third Street	north or south	Porter Street
Third Street	north or south	Race Street
Third Street	north or south	Ridge Street
Third Street	north or south	Second Street
Third Street	north or south	Spring Street
Third Street	north or south	Western Street
U.S. Highway 190	north or south	Old Georgetown Road
U.S. Highway 190	south western	
U.S. Highway 190 Bypass	north	Alexander Lane
U.S. Highway 190 Bypass	north or south	Chestnut Street
U.S. Highway 190 Bypass	north or south	Main Street
U.S. Highway 190 Bypass	north	Park Lane
U.S. Highway 190 Bypass	north	Sueann Street
U.S. Highway 281	west	Hancock Park Road

Through Street	Direction of Approach	Stop Street
U.S. Highway 281	west	Naruna Road
U.S. Highway 281	west	Ninth Street
U.S. Highway 281	east	Tenth Street
U.S. Highway 281	north	Walnut Street
Vine Street	north or south	Main Street
Water Street	south	Main Street
West Avenue B	east or west	Porter
West First Street	north or south	Castleberry Street
West Fourth Street	north	Castleberry Street
Western Street	west	Avenue B
Western Street	east or west	Eighth Street
Western Street	east or west	Fifth Street
Western Street	east or west	Riverview Street
Western Street	east	Santa Fe Shopping Center parking lot
Western Street	east or west	Seventh Street
Western Street	east or west	Sixth Street
Western Street	west	South Street
Western Street	west	Vine Street
Western Street	west	Water Street
Willis Street	east	Deb Lynn Lane
Willis Street	north	West FM 580
Willis Street	west or east	Chris James Street
WM Brook	north	U.S. 281

DIVISION 3. - YIELD INTERSECTIONS

Sec. 78-91. - Schedule.

Yield right-of-way signs shall be installed at the approaches to the intersections of the following streets within the city, to wit:

Through Street	Direction of Approach	Yield Street
Alexander Drive	east	Ramsey Lane
Alexander Drive	west	Snell Street
Avenue A	north or south	Arnold Street
Avenue A	north or south	Broad Street
Avenue A	north or south	Harrell Street
Avenue A	north or south	Howe Street
Avenue A	north	Northington Street
Avenue A	north or south	Park Street
Avenue A	north or south	Race Street
Avenue A	north or south	Ridge Street
Avenue A	north or south	Spring Street
Avenue B	north or south	Broad Street
Avenue B	north	Brooks Street
Avenue B	south	Castleberry Street
Avenue B	south	Fairview Street

Through Street	Direction of Approach	Yield Street
Avenue B	south	Harrell Street
Avenue B	north or south	Howe Street
Avenue B	north or south	Race Street
Avenue B	south	Rice Street
Avenue B		Ridge Street
Avenue B	north or south	Spring Street
Avenue B	north or south	Walnut Street
Avenue C	north or south	Arnold Street
Avenue C	north or south	Broad Street
Avenue C	south	Howe Street
Avenue C	north or south	Park Street
Avenue C	north or south	Race Street
Avenue C	north or south	Ridge Street
Avenue C	north or south	Summer Street
Avenue C	north or south	Walnut Street
Avenue D	north or south	Broad Street
Avenue E	south	Race Street
Avenue E	south	Spring Street
Avenue E	south	Summer Street
Avenue F	south	Brooks Street
Avenue F	north	Hoover Street
Avenue F	north	McLean Street
Avenue F	north	Pecan Street

Through Street	Direction of Approach	Yield Street
Avenue G	south or north	Elm Street
Avenue G	north or south	Hoover Street
Avenue G	west or east	Liveoak Street
Avenue G	north or south	McLean Street
Avenue G	south	Northington Street
Avenue G	north or south	Pecan Street
Avenue G	south	Stanley Street
Avenue H	north or south	Hoover Street
Avenue H	north or south	McLean Street
Stanley Street	east or west	Avenue H
Barnes Street	south	Main Street
Blane Circle	south	Elijah
Bridge Street	north or south	Hetherly Street
Brooks Street	west or east	Avenue C
Brooks Street	west or east	Avenue D
Brooks Street	east	Avenue E
Cameron Street	west	Bingham Street
Casbeer Street	west or east	Avenue F
Casbeer Street	west or east	Avenue G
Casbeer Street	east	Avenue H
Casbeer Street	west	Avenue I
Castleberry Street	east or west	Surplus Street
Chestnut Street	west	Avenue C

Through Street	Direction of Approach	Yield Street
Chestnut Street	east	Barnes Street
Chestnut Street	west	Ninth Street
Chevy Way	east	Caprice Lane
Chris Avenue	east	Kathie Lane
Chris Avenue	south	Saul Street
Chris James Street	north	Caprice Lane
Chris James Street	south	Chevy Way
Cloud Street	south	Briggs Street
Cloud Street	north or south	Brown Street
Cloud Street	north	Dent Street
Cloud Street	north	Hetherly Street
Crider Lane	east	Barnes Street
Dana Drive	south or west	Chris Avenue
Dana Drive	east	Saul Street
Deb Lynn Lane	north	Chevy Way
Eighth Street	north or south	Chestnut Street
Eighth Street	south	Liveoak Street
Eighth Street	north or south	Main Street
Fairview Street	west	North Avenue
Fifth Street	north or south	Arnold Street
Fifth Street	north or south	Broad Street
Fifth Street	north or south	Chestnut Street
Fifth Street	north or south	Main Street

Through Street	Direction of Approach	Yield Street
Fifth Street	north	Park Place
Fifth Street	north or south	Summer Street
First Street	north or south	Broad Street
First Street	north or south	Chestnut Street
First Street	north	Fairview Street
First Street	north or south	Harrell Street
First Street	north or south	Main Street
First Street	north or south	Race Street
First Street	north or south	Rice Street
First Street	south	Skyview Street
First Street	north or south	Summer Street
First Street	north or south	Western Street
Fourth Street	north or south	Arnold Street
Fourth Street	north or south	Broad Street
Fourth Street	north	Powell Street
Fourth Street	north	Rice Street
Gamel Street	west	Avenue I
Hackberry Street	east	Avenue I
Hackberry Street	west	Second Street
Liveoak Street	west	First Street
Matthews Street	north	Acorn Street
Matthews Street	south	Cameron Street
Mill Street	south	Briggs Street

Through Street	Direction of Approach	Yield Street
North Avenue	north or south	Chestnut Street
North Avenue	north or south	Harrell Street
North Avenue	north or south	Rice Street
North Avenue	north or south	Western Street
Northington Street	west or east	Avenue E
Old Georgetown Road	west	Bridge Street
Old Georgetown Road	west	Crider Lane
Old Georgetown Road	west	Ramsey Lane
Park Lane	west	Bellaire Street
Park Lane	west	Del Norte Street
Park Lane	west	Piccadilly Circle
Peach Street	north or south	Chestnut Street
Peach Street	north or south	Main Street
Pecan Street	west	Sixth Street
Perkins Street	north	Harrell Street
Perkins Street	south	Powell Street
Porter Street	east	Avenue A
Porter Street	east	Avenue C
Porter Street	east	Avenue E
Porter Street	east	Second Street
Porter Street	north or south	Third Street
Powell Street	west	Lively Street
Ramsey Lane	south	Goldman Street

Through Street	Direction of Approach	Yield Street
Rice Street	west or east	Avenue A
Ridge Street	east	Avenue D
Rice Street	west	Perkins Street
Rice Street	east	Third Street
Ridge Street	north or south	Avenue A
Ridge Street	north or south	Avenue B
North Avenue	north or south	Ridge Street
Second Street	north or south	Arnold Street
Second Street	north or south	Broad Street
Second Street	north or south	Chestnut Street
Second Street	north or south	Howe Street
Second Street	north or south	Liveoak Street
Second Street	north or south	Summer Street
Second Street	north or south	Western Street
Seventh Street	north or south	Liveoak Street
Seventh Street	north or south	Main Street
Sixth Street	north or south	Arnold Street
Sixth Street	north or south	Liveoak Street
Sixth Street	north or south	Spring Street
Skipcha Trail	south	Avenue B
Standefer Avenue	south	Northington Street
Stanley Street	east	Avenue I
Steele Street	south	Acron Street

Through Street	Direction of Approach	Yield Street
Steele Street	west	Avenue B
Steele Street	east	Cameron Street
Steele Street	east	Matthews Street
Sueann Street	north	Bellaire Street
Sueann Street	east	Del Norte Street
Sueann Street	north	Park Street
Sueann Street	east	Skyline Street
Sunset Street	north or south	Hollywood Street
Tenth Street	north	Broad Street
Tenth Street	north	Chestnut Street
Tenth Street	north	Main Street
Third Street	north or south	Arnold Street
Third Street	north or south	Broad Street
Third Street	north or south	Howe Street
Third Street	north	Landon Street
Third Street	west	Olive
Third Street	north or south	Park Street
Third Street	east or west	Porter Street
Third Street	north	Santa Fe Lane
Third Street	north	Skyview Street
Third Street	north or south	Summer Street
Third Street	north or south	Walnut Street
Third Street	east	Avenue E

Through Street	Direction of Approach	Yield Street
U.S. Highway 183	west or east	U.S. Highway 190 Bypass
U.S. Highway 190 Bypass	south	Hollywood Street
U.S. Highway 281	north	Walnut Street
Vine Street	north or south	Chestnut Street
Western Street	north or south	Sixth Street
Willis Street	east	Avenue A
Willis Street	west	Avenue C
Willis Street	west	Deb Lynn Lane
Willis Street	west or east	First Street
Willis Street	east	North Street
Willis Street	east or west	Surplus Street

DIVISION 4. - SPEED LIMITS

Sec. 78-121. - Speed limits designated.

All city streets will be designated as 30 miles per hour speed zones, except that the following streets, portions of streets or areas shall be as set forth in the following table:

Street or Area	Portion	Speed Limit (mph)
Brodie Estates	All streets within Brodie Estates (Blane Circle and Elijah)	30
College Street	Between Bridge Street and Cloud Street	20
Antelope Lane	All streets within the Diamond Ridge and Fawn Acres additions	30
Deer Trail	All streets within the Diamond Ridge and Fawn Acres additions	30

Street or Area	Portion	Speed Limit (mph)
Diamond Ridge Drive	All streets within the Diamond Ridge and Fawn Acres additions	30
F.M. Highway 580	From the west city limits east approximately 4,700 feet	35
F.M. Highway 580 West	For west-bound traffic: from its intersection with Key Avenue, also known as Highway 183, 190 and 281 to the west city limits	35
F.M. Highway 580 West	For east-bound traffic from the west city limits to its intersection with Key Avenue also known as Highway 183, 190 and 281	35
F.M. Highway 580	From its intersection with U.S. Highway 281 to Station 25+05	40
F.M. Highway 580	From Station 25+05 to the east city limits	45
F.M. Highway 1478, also known as South Howe Street	From its intersection with F.M. Highway 580 West, also known as North Avenue, to station 24+00	30
F.M. Highway 1478	Between the southern side of its intersection with West Sixth Street and a point 528 feet south of the intersection of South Howe Street and West Sixth Street	30
F.M. Highway 1478, also known as South Howe Street	From Station 24+00 to the south city limits at Sheppard Drive	45
F.M. Highway 1478, also known as Naruna Road	Between a point 1,584 feet west of the intersection of South Howe Street at Naruna Road and the intersection of Farm-to-Market Road 1478 (Naruna Road) with Sheppard Lane	45
Grand Canyon Drive	All streets within the Diamond Ridge and Fawn Acres additions	30
Hackberry Street	From Avenue B to FM 580 East when school is in session Monday through Friday from 7:30 a.m. to 4:30 p.m.	20
Hancock Park	On all streets and roadways located within the park	15
Key Avenue	From Peach Street to Avenue E	35
Loop 257	From its intersection with U.S. Highway 183 to its intersection with the A.T. & S.F. Railroad	30

Street or Area	Portion	Speed Limit (mph)
Loop 257	From its intersection with the A.T. & S.F. Railroad to Station 32+44	35
Loop 257	From Station 32+44 to Station 52+06.08	40
Loop 257	From Station 52+06.08 to its intersection with U.S. Highway 190	45
Naruna Road	From Highway 281 South to the center of Sulfur Creek	15
Naruna Road	From Highway 281 South, west 1,860 feet, which ends on the west side of Sulfur Creek and the southwest boundary of the Golf Course	20
North Avenue, also known as Nix Road and F.M. Road 580	From a point midway between Spring Street and Summer Street for a distance of 0.569 mile to a point on Nix Road 200 feet west of its intersection with Steele Street	40
North Avenue, also known as Nix Road and F.M. Road 580	From a point on Nix Road 200 feet west of its intersection with Steele Street for a distance of 0.493 mile to where Nix Road crosses the westernmost city limits	50
North Willis Street	For both the northbound and southbound traffic for West Avenue C to FM 580 West	30
Park Lane	Between the streets of Bellaire and Sueann	20
Rocky Mountain Drive	All streets within the Diamond Ridge and Fawn Acres additions	30
South Howe Street, also known as Farm-to-Market Road 1478	Between a point 528 feet south of the intersection of said South Howe Street with West Sixth Street, and a point located 1,584 feet west of the intersection of South Howe Street with Naruna Road	40
South Howe Street, also known As Farm-to-Market Road 1478	From North Avenue south to the city limits	As set by the state
Stone Valley Estates	All streets within Stone Valley Estates (Fieldstone Drive, Stone Valley Drive, Sandstone Cove, and Limestone Drive).	30
Tenth Street	Between Ridge Street and Broad Street	20

Street or Area	Portion	Speed Limit (mph)
Turner Field Park	On all streets, roadways and parking areas within the park, from the intersection of Campbell Street and Avenue G	15
U.S. Highway 183, also , known as Key Avenue	North to South/South to North- from city limits to city limits	As set by the state
U.S. Highway 190	From U.S. Highway 183 to U.S. Highway 281 on Ohmneiss Drive	35
U.S. Highway 190	East from U.S. Highway 183 to Park Lane	35
U.S. Highway 190	From its intersection with Hollywood Street to the intersection of U.S. 183	35
U.S. Highway 190	From Park Lane to the eastern City Limits	45
U.S. Highway 281	From U.S. 183 to the south city limits	As set by the state
U.S. Highway 281	From U.S. 183 to the north City limits	As set by the state
W. M. Brook Park	On all streets and roadways within the park	15
Yellowstone Drive	All streets within the Diamond Ridge and Fawn Acres additions	30

Part 3: All ordinances and resolutions, or parts thereof, in conflict with this Ordinance are hereby repealed, and are no longer of any force and effect.

Part 4: If any provision of this Ordinance or application thereof to any person or circumstances shall be held to be invalid, such invalidity shall not affect the other provisions, or application thereof, and other valid portions of this Ordinance which can be given effect without the invalid provisions or application shall be given same, and to this end, the provisions of this Ordinance are hereby declared to be severable.

Part 5: This Ordinance shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City’s Charter, Code of Ordinances, and the laws of the State of Texas.

READ AND APPROVED on First Reading this 26th day of October, 2020

READ AND ADOPTED on Second Reading this 9th day of November, 2020.

ADOPTED:

ATTEST:

Misti Talbert, Mayor

Christina Marez, City Secretary

APPROVED AS TO FORM:

Jo-Christy Brown-City Attorney [Signature Provided on Separate Page]

City of Lampasas

M E M O

To: Mayor and City Council
 From: Finley deGraffenried
 Re: Manager's Report
 Date: 6 November 2020

- Appellee Briefs** In the appeal by Central Texas Water Supply ("CTWSC") v Kempner Water Supply Corporation ("KWSC") and the City of Lampasas, staff have reviewed and made comments on both draft Appellee Briefs. The briefs, which are in response to the CTWSC filing, will be forwarded to the Texas Eighth District Court of Appeals in mid-November. At this time, and due in part to COVID-19 impacts in El Paso, staff does not have an estimate on the timing of future briefs or oral arguments. If oral arguments are granted, a panel from the Court may travel to Austin, as was the case in the City's recent litigation with KWSC.
- Community Lunch** Please mark your calendars for the annual Police Department/Fire Department Community Lunch and Toy Drive. Festivities will be held on Monday, December 14th at the Fire Department. Thanks to Chief Bailey, Kelley, Chief Smith, and all the other staff and volunteers that provide this great opportunity for fellowship and community service.
- Spring Ho** This week staff was contacted by a representative of the Spring Ho Committee who inquired about possible meeting space for the organization. As Council may be aware, their current office has been sold, and will be redeveloped. The Committee will initiate construction on a new facility this winter/spring, and will need meeting space in the interim. Staff have discussed the use of the Calvert Building, Hostess House, and perhaps the most likely solution, the Ladies Golf Club building at Hancock Park Golf Course. Staff will continue the discussion, and seeks Council input if location is preferred.
- Parks** Council may have noticed H&H has started installation of lights at W M Brook Park. Additionally, Park staff and Christmas on the Creek volunteers continue to paint and rehab displays for the season. The City has also been a victim of recent vandalism at the 580 Sports Complex, Brook Park and Campbell Park. Restroom fixtures at those locations were damaged and will require replacement.
- Life/Safety Grants** Mandy and Frank report the City has received additional inquiry from business and commercial property owners regarding assistance to bring structures up to Code with life/safety requirements. In some cases, the concepts include mixed uses and development of additional retail/hospitality venues. In a related item, staff has been preparing a draft, for Council consideration, of a Policy to participate in the cost of fire line taps for existing buildings where fire suppression is required based on new or changed uses.

Ave E Change Order

This week staff approved a \$2,379.00 change order for the West Ave E project. The change involves adjustment in heights of manholes to accommodate asphalt paving. The change is worthy of note for two reasons; it represents the only change on the project which was contracted at \$677,350.00; and it is well within the contracted contingency. Once the manholes are adjusted, the road will be ready for pavement in the next several weeks.



Georgia Crump

In the past year, the City engaged Lloyd, Gosselink, Rochelle & Townsend to assist the City in development of pole attachment agreements and applications. Georgia Crump was the primary attorney on this matter for the firm, and also assisted Greg Fender in reviewing agreements and applications from Suddenlink and AT&T. The City has been informed that Ms. Crump will be retiring at the end of the year, and staff has congratulated her, and expressed our appreciation for her counsel during the process. Staff has a working relationship with other attorneys in her office, Mr. Cody Faulk in particular, and would recommend retaining the firm on this matter. Staff welcomes comments from Council if another direction is desired.



City Manager

ITEM NO. 7.1

**BUSINESS FOR THE CITY COUNCIL
OF THE
CITY OF LAMPASAS**

Subject:

Discussion and possible action regarding Community Garden Agreement for utilization of Campbell Park.

Requested By: Chris Eicher, Parks Director

Submitted By: Finley deGraffenried, City Manager

Date Submitted: November 4, 2020

For the Agenda of: November 9, 2020

Procurement and Funding Statement:

Attachments:

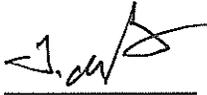
Summary Statement:

Council approved the planning and development of a Community Garden at the August 24, 2020 City Council Meeting. The attached draft agreement was discussed during workshop. It has been reviewed by Counsel and the Community Garden Board and now comes to Council for consideration. The Agreement provides for use of the defined area by the Board; maintenance responsibilities, requirements for insurance, and reporting requirements.

Recommendation:

Motion to approve Community Garden Agreement and authorization to Staff to finalize and execute the Agreement providing all conditions of the Agreement are met.

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City ManagerITEM NO. 7.2

**BUSINESS FOR THE CITY COUNCIL
OF THE
CITY OF LAMPASAS**

Subject:

Discussion and possible action regarding the first reading of an Ordinance to approve, deny or approve with modifications the rezone of +/-10.00 acres, described as The Barbee Family Revocable Trust Tract Two Part of Called 98.856 acres out of the Benjamin F Klein Survey, Abstract No 441, Lampasas, Texas Lampasas County from Commercial "C" to Agriculture District "AG" generally located at 100 Sunrise Hills.

Requested By: Becky Sims, Zoning Administrator

Submitted By: Becky Sims, Zoning Administrator

Date Submitted: November 5, 2020

For the Agenda of: November 9, 2020

Procurement and Funding Statement:

Attachments: Ordinance

Summary Statement:

In 2012 Mr. & Mrs. Barbee had rezoned the +/-10.00 acres from Light Industrial and Agriculture to Commercial. Since that time, they have decided not to sell and build family homes on the 98 +/- acres. The Barbee's are requesting the rezone of +/-10.00 acres, described as The Barbee Family Revocable Trust Tract Two Part of Called 98.856 acres out of the Benjamin F Klein Survey, Abstract No 441, Lampasas, Texas Lampasas County from Commercial "C" to Agriculture District "AG" generally located at 100 Sunrise Hills.

This request was heard before the Planning & Zoning Commission on November 5, 2020 and recommend approval of the rezone. Staff mailed fourteen (14) notices to property owners and to date have not received any written testimony.

Recommendation:

To consider a motion to approve the first reading of an Ordinance to rezone +/-10.00 acres, described as The Barbee Family Revocable Trust Tract Two Part of Called 98.856 acres out of the Benjamin F Klein Survey, Abstract No 441, Lampasas, Texas Lampasas County from Commercial "C" to Agriculture District "AG" generally located at 100 Sunrise Hills.

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City Manager

ITEM NO. 7.3

**BUSINESS FOR THE CITY COUNCIL
OF THE
CITY OF LAMPASAS**

Subject:

Discussion and possible action concerning the purchase of a freightliner Camel 1200 Jet Vac Hydro-Excavation Module from Freightliner of Austin in the amount of \$432,788.00.

Requested By: Van Sims Water & Wastewater Operations Manager

Submitted By: Rickie Roy, Assistant City Manager

Date Submitted: October 13, 2020 For the Agenda of: November 9, 2020

Procurement and Funding Statement:

The procurement process was followed by utilizing an interlocal cooperative purchase agreement with Buy Board set forth by the City of Lampasas Purchasing Policy. Funding is available in 2016 Co Funds 68-582-5520

Attachments: Bid document from Freightliner of Austin and supporting documents from Patterson Equipment Company (PEC)

Summary Statement:

During budget preparations for FY 20-21, the City Council budgeted for a new Camel Maxx 1200 Jet Vac Truck. With assistance from Patterson Equipment Company, the City received a bid through Buy Board for \$432,788.00 for a new Camel sewer truck. The Water Department requests council approve the bid from Freightliner of Austin for a 2022 Freightliner Chassis with a Camel Jet-Vac-Hydro Excavation Module.

Recommendation:

Motion to consider the purchase of a 2022 Camel Maxx 1200 Sewer truck in the amount of \$432,788.00 from Freightliner of Austin as specified.

STANDARD FEATURES AVAILABLE ON ALL CAMELS

Highly Accommodating Front-Mounted Hose Reel

- 270° rotation, 180° rotation fully retracted
- Capable of 1000' of 1" diameter sewer hose
- Extends 18"



Advanced Water Pump

- Pressure sensing, double acting, single piston pump, powered hydraulically
- 1:1 oil to water ratio and rated design capacity of 100 gpm and 3000 psi continuously
- Does not need to be removed from chassis for service



Precision Controls

- Color digital monitor displays hose footage count and offers 20 saved settings for hose reel payout
- LED panel lights enable readability in all environments at 1000 hrs
- Ability to run water pump with or without vacuum

Additional Standard Features

- Tailgate Alarm
- Body Up Alarm
- Boom Up Alarm
- Back Up Camera
- Sewer Hose Containment Shield
- Unit Soil Diagnostics
- Dual Hydraulic Coiling
- Dual Accumulators
- (1) Cyclone: 44,000 ft with Quick Release Door less than 50" off the ground
- Hot Shift Transfer Case
- Air Purge
- 1000lb Boom Lifting Capacity
- Hose Reel Trimming
- Wireless Remote
- Winter Recirculation
- Hydrant Fill with Auto Shut Off
- AccuLevel/Load Sensor System
- Lighting Packages
- Hydro Ex Package
- Additional Tool Boxes
- Fully Automatic Powered Level Wind (not post style)

* Excludes Product photos may include standard and/or optional features

CAMEL®

THE MOST VERSATILE COMBO IN THE INDUSTRY



900



1200

- Jet
- Vacuum
- Hydro Excavate
- Wastewater Recycle
- Dump
- Eject

OPTION

Hydro Ex Package

Adding the Hydro Ex Package to your truck will transform your Combination Sewer Cleaner into a Hydro Excavator. The package comes with (1) water handling, (1) dig tube with nonconducting coil, (1) urethane coated nozzle with three replaceable jets, and (3) other accessories to turn your Camel into a 3 in 1 mobile unit. Clean a sewer line in the morning and unearth utility lines in the afternoon.



Super Products®

800.837.9711 • WWW.SUPERPRODUCTSLLC.COM

Super Products®
CAMEL® MAX SERIES
COMBINATION SEWER CLEANERS



MAXIMUM SAFETY.
MAXIMUM RELIABILITY.
MAXIMUM PERFORMANCE.

800.837.9711 • WWW.SUPERPRODUCTSLLC.COM

119

BUILD YOUR CAMEL

DEBRIS CAPACITY: 9 YARD OR 12 YARD



Camel 900 / 9 Yard Debris Body

- > Length: 35' 6" (approx.)
- > Height: 11' 6" (approx.)
- > Width: 8' Body, 9' 2" with mirrors (approx.)
- > Water Capacity: 1,000 gallons
- > Unloading: Dump option only



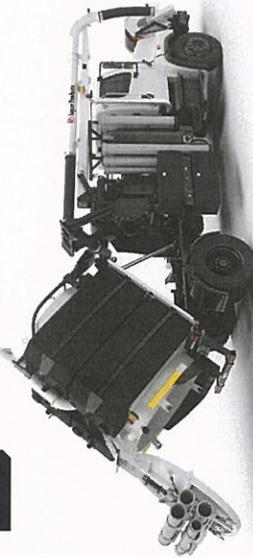
Camel 1200 / 12 Yard Debris Body

- > Length: 38' 6" (approx.)
- > Height: 11' 6" (approx.)
- > Width: 8' Body, 9' 2" with mirrors (approx.)
- > Water Capacity: 1,500 gallons
- > Unloading: available with Dump or Eject
- > Wastewater Recycling option available (Eject only)

Single Engine Design

- All Camel models feature a single engine design which offers:
- Lighter Weight
 - Up to 40% Less in Fuel Use
 - 15% lower operating RPM

2 UNLOADING OPTIONS: DUMP OR EJECT



DUMP UNLOADING: The dump unloading system uses a telescopic hydraulic cylinder to raise the body up to a 50° angle for unloading. The unit still maintains a low overhead height during normal operation and a low center of gravity for increased stability.

ONLY AVAILABLE ON 1200



TILT EJECTION UNLOADING:

The tilt ejection unloading system provides safe and thorough ejection of debris from the body with no need for manual labor. The body is raised to 18° angle while the ejector plate quickly pushes out debris.

ONLY AVAILABLE ON 1200

ACCU LEVEL Load Sensor System

The AccuLevel™ is a transducer rated dump body level sensor that alerts the driver of a low level. The driver can stop on the central panel for easy resetting. Depending on the application, the operator can choose to continue working, terminate or dump debris.

20/20 Vision for your Camel

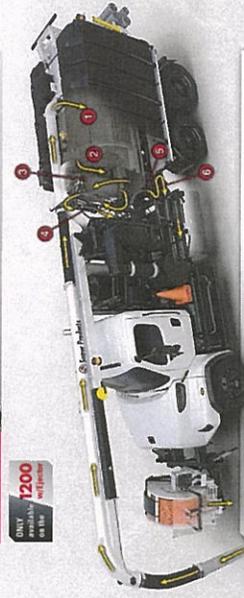
3 WASTEWATER RECYCLING: FILL IT ONCE & WORK ALL DAY

Super Products' wastewater recycling system enables operators to clean sewers without the use of fresh water.

SAVE WATER
Clean 3,000 feet of pipe a day!
SAVE 60,000 GALLONS of water a week!

SAVE TIME
Larger onsite performance: CLEAN 78% MORE pipe a day!
> This equates to 2 extra work days!

ONLY AVAILABLE ON 1200



6 Stages of Wastewater Recycling

1. **Debris Tank** - Initial separation takes place as debris enters
2. **Ejector Ribs** - Small clearances and passages allow liquids to pass to the bulkhead side, holding debris on the opposite side
3. **Stainless Steel Weir Wire Filter** - Self-cleaning and oscillating
 - a. Constant low pressure spray bar uses recycled water to externally clean the screen
 - b. Intermittent high pressure spray bar uses fresh water to internally clean the screen
4. **Cyclone Separator** - Removes particles from the liquid
 - a. Includes an automatic continuous discharge of particles back into the debris body
5. **Air Operated Butterfly Valves** - Select between fresh and recycled water supply
6. **V-Strainer with Stainless Steel Element** - Filters the liquid prior to the high pressure water pump





Customer Sales Order

Quote Number:	9022A
Quoted For:	City of Lampasas
	100 Brown Street, Lampasas, TX 73550
Attn:	Van Sims

Qty	Description
1	EJECTOR TYPE CAMEL MAXXX / 12 YD (9.2m) COMBINATION SEWER CLEANER
1	Assy, Body, Camel, 12yd
1	Chassis Mounting Charge
1	Automatic Transmission
1	8" vacuum system, "Roots type PD Model 824, 18" hg. and 4500 cfm
1	Vacuum pump high temp relief system
1	Vacuum booster valve
1	Pleated final filter assembly (recommended)
1	Rear splash shield
1	Acculevel debris level indicator~
1	Assy, Cover, 3", Front Drain
1	Front body drain, 6", knife valve, 35' x 6" fabric drain hose, camlock cap (RIV Valve)
1	Gravity drain, 3 in., plumbed from tailgate to front bumper (12 yd Dump Only)
1	Cover, 6" Tailgate
1	80 GPM @ 2000 PSI
1	Winter recirculation
1	Retractable hose reel with live center with 50' x 1/2" hose
1	Low water warning light and alarm with water capacity digital display
1	Manual Accumulator shut off valve (Standard)
1	Wireless remote
1	Boom Decals, Red w/Black Border (choose qty 2) (standard)
1	800' 1" hose
1	Fully automatic power level wind
1	Hose reel tensioning system
1	Hose reel digital counter (Automatic)
1	LED Boom work lights
1	LED Flood light package, tailgate area, power unit area
1	Cordless Rechargeable Handheld Worklight
1	LED Package 2 - (2) Tailgate beacon omni-directional strobe, (2) Boom beacon omni-directional strobe
1	Rear-mounted light bar (standard)
1	LED Package 3 - Front bumper directional strobes, Mid-ship directional strobes, Rear bumper directional strobes
1	Lower curbside toolbox 18" x 18" x 48"
1	Curbside toolbox 18" x 18" x 48"
1	Curbside upper toolbox 18" x 18" x 48" (Opens up)
1	Driverside toolbox 22"x 14" x 60"
1	Back of cab vertical tube rack
1	Front / rear tow hooks
1	Camera system, front
1	2 1/2 pound fire extinguisher (for 1 additional, 1 included with chassis)
1	Safety warning triangles (for 1 additional set - 1 set included with chassis)

Customer Sales Order

Quote Number: **9022A**
 Quoted For: **City of Lampasas**
100 Brown Street, Lampasas, TX 73550
DFC
 Attn: **Van Sims**

Qty	Description
1	Urethane paint finish, white
1	Hydro-X Kit, Bandlock Style
1	Large Chisel Nozzle
1	Standard Nozzle 1"
1	Small Rocket Nozzle 1"
1	1" standard nozzle extension
1	Hose, 25', plastic - Single Jacket Filler Hose
1	Leader Hose 1" x 10'
1	Washdown handgun
1	Tigertail Sewer Hose Guide
1	Hydrant wrench
1	Puller hook
1	Fluidizing Suction Tube Nozzle 8" x 24"
2	Supertube Lock ring 6"
7	Supertube Lock ring 8"
2	Gaskets for Supertube O-ring, Gasket 6"
7	Gaskets for Supertube O-ring, Gasket 8"
1	8" X 36" Supertube w/ Crown
1	8" x 36" Supertube - Aluminum
3	8" x 60" Supertube - Aluminum
2	8" x 84" Supertube - Aluminum
1	8" x 96" Supertube - Aluminum
1	Unit Make Ready
1	Freight Charges

Grand Total: \$329,440.00

**BUSINESS FOR THE CITY COUNCIL
OF THE
CITY OF LAMPASAS**

Subject:

Discussion and possible action regarding amending contract with MuniServices to extend retainer for an additional 36 months for Hotel Occupancy Tax audit services.

Requested By: Finley deGraffenried, City Manager

Submitted By: Finley deGraffenried, City Manager

Date Submitted: November 6, 2020

For the Agenda of: November 9, 2020

Procurement and Funding Statement:

No procurement is necessary to extend the agreement. Per Exhibit B, compensation is contingent on Council approval of specific audits.

Attachments: First Amendment to the Local Occupancy Tax Program Audit Agreement

Summary Statement:

MuniServices, LLC has requested a three-year extension (retainer) of its relationship with the City to provide Hotel Occupancy Tax Audits if requested and approved by Council. Staff has had a good working relationship with MuniServices, and the City should consider an audit, typically, every three to five years.

Recommendation:

Motion to consider extension of Hotel/Motel Occupancy Tax Audit Services for an additional 36 months.

**FIRST AMENDMENT TO
THE LOCAL OCCUPANCY TAX PROGRAM AUDIT AGREEMENT
BETWEEN
THE CITY OF LAMPASAS AND
MUNISERVICES, LLC**

THIS FIRST AMENDMENT is made and entered into this 4th day of September, 2020 by and between the City of Lampasas, a municipal corporation existing under the laws of Texas (“City”), and MuniServices, LLC, a Delaware limited liability company (“CONSULTANT”) collectively the Parties.

RECITALS

- On or about October 27, 2017, the CITY and CONSULTANT entered into a Consultant Services Agreement for Local Occupancy Tax Program Audit Services (“Agreement”)
- The initial term of the Agreement was for a one-year period with the option to automatically renew for two subsequent one-year terms.
- City desires to exercise its option extend the services for an additional 36 months.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained here, the Parties agree as follows:

AGREEMENT

1. Amend Section C.1. Term of this Agreement:

Add the following to the end of the paragraph:

City hereby exercises its options to extend the term of the Agreement for 36 months through October 26, 2023.

2. Other Terms

Except as modified by this Amendment, all other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, the parties hereto as of the date first above written have duly executed this Agreement.

MuniServices, LLC

City of Lampasas
a municipal corporation

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

MuniServices, LLC
Consultant Services Agreement

This Consultant Services Agreement (the "Agreement") is made as of the 27th day of October, 2017 ("Effective Date") by and between MuniServices, LLC, a Delaware limited liability company ("CONSULTANT") and The City of Lampasas, a municipal corporation of the State of Texas ("CITY"). In consideration of the mutual promises herein contained and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties agree as follows:

A. Services

1. CONSULTANT will provide CITY with the services described in EXHIBIT A which is attached hereto and incorporated by reference. CONSULTANT shall provide said services at the time, place, and in the manner specified in EXHIBIT A.
2. CONSULTANT shall furnish at its own expense all labor, materials, equipment and other items necessary to carry out the terms of this Agreement.

B. Compensation

1. Upon execution of this Agreement, CITY will pay CONSULTANT as outlined in EXHIBIT B, incorporated and included herein.

C. General Provisions

1. Term of the Agreement: The initial term of this Agreement shall be for a period of one (1) year following the date of execution, and automatic renewal for two (2) subsequent one year terms (the "Term"). Either party shall have the right to terminate this Agreement in the event of a material breach by the other party. Any such termination may be made only by providing sixty (60) days written notice to the other party, specifically identifying the breach or breaches on which termination is based. Following receipt of such notice, the party in breach shall have thirty (30) days to cure such breach or breaches. In the event that such cure is not made, this Agreement shall terminate in accordance with the initial sixty (60) days notice. Notwithstanding the foregoing, either party may terminate the Agreement at any time and for any reason by providing thirty-days (30) written notice to the other party; provided however, that if CONSULTANT has not breached the Agreement and has commenced services identified in EXHIBIT A prior to the date of termination, CONSULTANT shall be entitled to payment as described in EXHIBIT B.
2. Effect of Termination: Notwithstanding non-renewal or termination of this Agreement, CITY shall be obligated to pay CONSULTANT for services performed through the effective date of termination for which CONSULTANT has not been previously paid. In addition, because the services performed by CONSULTANT prior to termination or non-renewal of this Agreement may result in the CITY's receipt of revenue after termination which are subject to CONSULTANT's fee, the CITY shall remain obligated after termination or non-renewal to provide to CONSULTANT such information as is necessary for CONSULTANT to calculate compensation due as a result of the receipt of revenue by the CITY.
3. Independent Contractor: It is understood that CONSULTANT and its subcontractors, if any, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the CITY. CITY understands that CONSULTANT may perform similar services for others during the term of this Agreement and agrees that CONSULTANT representation of other government sector

clients is not a conflict of interest. CONSULTANT shall obtain no rights to retirement benefits or other benefits which accrue to CITY's employees, and CONSULTANT hereby expressly waives any claim it may have to any such rights.

4. Subcontractors: CONSULTANT shall have the right to hire subcontractors to provide the services described herein. CONSULTANT, in rendering performance under this Agreement shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. CONSULTANT shall be solely responsible for and shall hold CITY harmless from any and all claims for any employee related fees and costs including without limitation employee insurance, employment taxes, workman's compensation, withholding taxes or income taxes.
5. Notice: Any notice required to be given under this Agreement shall be in writing and either served personally, sent prepaid first class mail, or by express mail courier (i.e. FedEx, UPS, etc.). Any such notice shall be addressed to the other party at the address set forth below. All notices, including notices of address changes, provided under this Agreement are deemed received on the third day after mailing if sent by regular mail, or the next day if sent overnight delivery.

If to CITY:
City of Lampasas
Attn: Yvonne Moreno, Finance Director
312 E. Third Street
Lampasas, TX 76550
Phone: 512.556.6831
Email: yvonne@cityoflampasas.com

If to CONSULTANT:
MuniServices, LLC
Attn: Contract Department
7625 N. Palm Ave., Ste. 108
Fresno, CA 93711
Phone: 559.271.6852
Email: contracts@muniservices.com

6. Representative or designees: CONSULTANT Primary Representative/Project Manager shall be:

Ted Kamel, Client Services Manager
12301 Kurland Drive, Suite 150, Houston, TX 77034
Phone: 903.952.9794/Email: Ted.Kamel@MuniServices.com

For the convenience of the CITY, a short list of helpful contacts is attached and incorporated herein as EXHIBIT C.

7. Indemnity: CONSULTANT shall indemnify, defend, and hold harmless the CITY, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) to extent occurring or resulting from CONSULTANT's negligent or unlawful performance of its obligations under or breach of the terms of this Agreement, unless such claims, liabilities, or losses arise out of, or are caused at least in part by the sole negligence or willful misconduct of the CITY. "CONSULTANT's performance" includes CONSULTANT's action or inaction and the action or inaction of CONSULTANT's officers, employees, agents and subcontractors.
8. Limitation of Liability: In no event shall CONSULTANT, its employees, contractors, directors, affiliates and/or agents be liable for any special, incidental, or consequential damages, such as, but not limited to, delay, lost data, disruption, and loss of anticipated profits or revenue arising from or related to the services, whether liability is asserted in contract or tort, and whether or not CONSULTANT has been advised of the possibility of any such loss or damage. In addition, CONSULTANT's total liability hereunder, including reasonable attorneys' fees and costs, shall in no event exceed an amount equal to the fees described in EXHIBIT B. The foregoing sets forth the CITY'S exclusive remedy for claims arising from or out of this Agreement. The provisions of this section allocate the risks

between CONSULTANT and the CITY and CONSULTANT's pricing reflects the allocation of risk and limitation of liability specified herein.

9. Insurance: CONSULTANT shall keep in full force and effect insurance coverage during the term of this Agreement, including without limitation statutory workers' compensation insurance; employer's liability and commercial general liability insurance; comprehensive automobile liability insurance; professional liability and fidelity insurance. The insurance certificate shall name the CITY, its agents, officers, servants and employees as additional insureds under the CGL and Automobile policies with respect to the operations and work performed by the named insured as required by written contract. The General Liability policy is Primary & Non-Contributory. Waiver of Subrogation applies under the General Liability and Workers' Compensation policies. The CGL insurance minimum coverage shall be at least \$1,000,000 per incident, claim or occurrence and \$2,000,000 aggregate. The Automobile Liability insurance minimum coverage shall be at least \$1,000,000 covering all owned, non-owned, and hired vehicles. The certificate shall provide that there will be no cancellation, termination, or non-renewal of the insurance coverage without a minimum 30-day written notice to the CITY, except in the case of cancellation for non-payment of premium which shall be at least 10-days written notice.
10. Equal Opportunity to Draft: The parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any party upon a claim that that party drafted the ambiguous language.
11. Assignment: This Agreement shall be binding upon and inure to the benefit of the parties, their successors, representatives and assigns. CONSULTANT shall not assign this Agreement, or delegate its duties or obligations under this Agreement, without the prior written consent of CITY, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, CONSULTANT may assign this Agreement, in whole or in part, without the consent of CITY to any corporation or entity into which or with which CONSULTANT has merged or consolidated; any parent, subsidiary, successor or affiliated corporation of CONSULTANT; or any corporation or entity which acquires all or substantially all of the assets of CONSULTANT. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.
12. Ownership of Documents: Except for CONSULTANT preexisting proprietary information and processes, any and all documents, including draft documents where completed documents are unavailable, or materials prepared or caused to be prepared by CONSULTANT pursuant to this agreement shall be the property of the CITY at the moment of their completed preparation.
13. Intellectual Property Rights: The entire right, title and interest in and to CONSULTANT's database and all copyrights, patents, trade secrets, trademarks, trade names, and all other intellectual property rights associated with any and all ideas, concepts, techniques, inventions, processes, or works of authorship including, but not limited to, all materials in written or other tangible form developed or created in the course of this Agreement (collectively, the "Work Product") shall vest exclusively in CONSULTANT or its subcontractors. The foregoing notwithstanding, in no event shall any CITY-owned data provided to CONSULTANT be deemed included within the Work Product.
14. Public Release and Statements: Neither party or its representatives or agents shall disseminate any oral or written advertisement, endorsement or other marketing material relating to each other's activities under this Agreement without the prior written approval of the other party. Neither party shall make any public release or statement concerning the subject matter of this Agreement without the express written consent and approval of the other party. No party or its agent will use the name, mark or logo of the other party in any advertisement or printed solicitation without first having prior written approval of the other party. The parties shall take reasonable efforts to ensure that its subcontractors shall not disseminate any oral or written advertisement, endorsement or other marketing materials referencing or relating to the other party without that party's prior written approval. In

addition, the parties agree that their contracts with all subcontractors will include appropriate provisions to ensure compliance with the restrictions of this Section.

15. Force Majeure: CONSULTANT shall not be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, government, weather, fire, power or telecommunications failures, inability to obtain supplies, breakdown of equipment or interruption in vendor services or communications.
16. Entire Agreement: This Agreement constitutes the entire agreement between the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter contained herein. Said Agreement shall not be amended, altered, or changed, except by a written amendment signed by both parties.
17. Counterparts: This Agreement may be signed in separate counterparts including facsimile copies. Each counterpart (including facsimile copies) is deemed an original and all counterparts are deemed on and the same instrument and legally binding on the parties.
18. Invalidity: If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
19. Implementation: Implementation should begin as soon as possible from the signing of this Agreement (the "Effective Date") for the performance of services under the terms of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS HEREOF, the parties have caused this Agreement to be executed on the date first written above.

"CITY"
City of Lampasas,
a Municipal Corporation

"CONSULTANT"
MuniServices, LLC,
a Delaware limited liability company

By: [Signature]
Name: FINLEY DE GRAFFENRIED
Title: CITY MANAGER

By: [Signature]
Lisa Broussard, CTE, CPA
Senior Vice President Central Operations

ATTEST:

Name: _____
Title: _____

APPROVED AS TO FORM:

Name: _____
Title: _____

**EXHIBIT A – SCOPE OF WORK
LOCAL OCCUPANCY TAX PROGRAM AUDIT SERVICES**

Objectives and Methods

CONSULTANT's Local Occupancy Tax Program Audit service is intended to assist the CITY in maximizing lodging tax revenue it is entitled to through an on-site examination of records and education of the lodging providers to ensure the appropriate collection and remittance of the lodging tax.

Scope of Work

1. Audit Services

- a. Perform on-site examinations of the records of those providers requested by CITY to warrant further investigation;
- b. Provide CITY staff with a detailed list of all records required to be made available by lodging providers for the further reviews, together with a draft engagement announcement letter to be sent to each lodging provider requiring examination;
- c. In coordination with CITY staff, schedule and conduct reviews at the property locations of those providers identified and authorized for examination;
- d. Verify accuracy of filed lodging tax returns with daily and monthly activity summaries;
- e. Review a random sample of the daily and monthly summaries to determine if the daily summaries reconcile to the monthly summaries;
- f. Review bank statements to verify that deposits reconcile with the reported revenue on the lodging tax returns';
- g. Review exempted revenue for proper qualifying documentation;
- h. Review a random sample of exempted guest revenue and trace registration and/or other source documents to verify compliance with the CITY ordinance;
- i. Where possible, compare the State lodging tax filings with CITY's tax returns;
- j. For each error/omission identified and confirmed, submit substantiating documentation to designated CITY staff in order to facilitate collection of revenue due from lodging providers for prior periods;
- k. Coordinate with designated CITY official(s) as necessary to review findings and recommendations;
- l. Prepare draft Notices of Deficiency Determination, and commendation, warning and credit letters, as applicable, for CITY to advise lodging providers of examination results
- m. Provide assistance to CITY in reviewing any matters submitted in extenuation and mitigation by lodging providers in contesting a deficiency determination; and
- n. Prepare and document any changes to the review findings and provide revised tax, interest or penalty amounts due the CITY.

2. Mandatory Reporting to the State of Texas – Required Compliance

The Bill requires that, if, as a result of an audit conducted, a CITY obtains documentation or other information showing a failure to collect or pay local and state occupancy taxes when due, the CITY shall notify and submit the relevant information to the Texas Comptroller. The CITY will receive a 20% finder's fee from the State of Texas upon receipt of payment from the lodging provider. During CONSULTANT meetings with the Texas Comptroller regarding HB 2048 and its administration, the report submitted to the State must have these additional specifications, but is not limited to:

- a. Summary of all hotels with local and state deficiencies discovered during our audit.
- b. Detailed Audit Support for findings over \$2,000 (qualifying audits) due to the state.
- c. Audit report should include audit period.
- d. Separate documentation that breaks down the findings in each area by month.
- e. Separate documentation that itemizes the state only exemption details.

- f. Audit Communication executed by the hotel.
- g. Audit Report based on State Auditing Procedures.

Deliverables

1. Audit Services

- a. Provide CITY staff with a draft Audit Announcement Letter to be sent to each lodging provider to be examined.
- b. For each error/omission identified and confirmed, submit a written report substantiating documentation to designated CITY staff in order to facilitate collection of revenue due from lodging providers for prior periods together with draft Notices of Deficiency Determination, and/or credit, warning or commendation letters as applicable;
- c. Prepare and document any changes to the review findings and provide revised tax, interest or penalty amounts due the CITY.
- d. Review any extenuation or mitigation proffered to deficiency determinations and prepare draft response to CITY staff; and
- e. Provide other collections advice upon request.

2. Mandatory Reporting to the State of Texas

Should the CITY authorize CONSULTANT to provide the additional services as required, CONSULTANT shall:

- a. Provide a complete report, with supporting documentation, to the Texas State Comptroller (and the CITY) based on the requirements outline in HB 2048 for each applicable local audit performed on behalf of the CITY. The report will be provided to the Comptroller within 30 days of the completion of the audit and will include all substantiation of the issues and findings reported.
- b. Provide a monthly status to the CITY that tracks the submissions to the Comptroller's Office. This tracking tool's purpose is to provide the CITY with necessary information to ensure proper administration and follow up for the 20% finder's fee.
- c. Act as the CITY's advocate and representative in all communications with the Texas State Comptroller in regard to the local hotel occupancy tax audit sharing program, including notifying the Comptroller's office if they should expect disputes or protest of an audit.

Should the CITY elect to have CONSULTANT provide the services necessary to comply with HB 2048, the CITY will be required to provide a Letter of Authorization to the State Comptroller's Office designating CONSULTANT as an authorized agent of the CITY for the purposes of administration of this local hotel occupancy tax audit sharing program.

CITY Assistance

1. Audit

The CITY shall assist CONSULTANT by providing necessary information and assistance to include, but not be limited to, the following:

- a. Send Audit Announcement Letter to each lodging provider to be examined with a copy to CONSULTANT.
- b. Inform CONSULTANT of any circumstances concerning existing payees.
- c. Inform CONSULTANT of the development of new lodging properties no later than a Certificate of Occupancy being granted.

2. Mandatory Reporting to the State of Texas

Please choose one of the two options below. If the CITY desires for CONSULTANT to perform the new Mandatory Reporting to the State of Texas, and this letter agreement correctly reflects the terms agreed to by CONSULTANT and the CITY, please counter-sign this letter agreement in the space provided below.

If the CITY acknowledges its obligations under House Bill 2048 and hereby elects to "OPT OUT" of CONSULTANT optional service to provide services required to perform the Mandatory Reporting to the State of Texas on its behalf, please counter-sign this letter agreement in the space provided below.

- a. CITY will need to enter in to an agreement with the Comptroller to ensure that they make reasonable efforts to collect on each submission and reimburse the city for any hourly fees and expenses incurred on-behalf of the state.
- b. CITY can expect payment of the finder's fee no sooner than 6 months from the date of submission to the Comptroller, as the finder's fee is not due until the assessment is Administratively Final,
- c. CITY has an obligation to submit all findings to the Comptroller whether or not they contract with CONSULTANT. As such, CONSULTANT will require an "opt out" document be signed by the city if they chose not to have our assistance in fulfilling this requirement.

(Actual bill located at: <http://www.sos.state.tx.us/statdoc/bills/82nd/hb/HB2048.pdf>)

YES - By signing in the space provided here, I hereby authorize CONSULTANT to perform the Mandatory Reporting to the State of Texas as required by House Bill 2048 that was adopted on September 2, 2011, and agree to compensate CONSULTANT as outlined above.

By: [Signature]

Name: FIDLEY DE GRAFFENBILD

Title: CITY MANAGER

Date: 10/26/17

NO - By signing in the space provided here, the CITY declines CONSULTANT additional services option and acknowledges that CONSULTANT will have no responsibility or liability related to the Mandatory Reporting to the State of Texas as required by House Bill 2048 that was adopted on September 2, 2011.

By: _____

Name: _____

Title: _____

Date: _____

**EXHIBIT B - COMPENSATION
LOCAL OCCUPANCY TAX PROGRAM AUDIT SERVICES**

Provided that the Effective Date is on or before December 30, 2017, in exchange for CONSULTANT performing the work indicated above, the CITY will pay CONSULTANT as follows:

Audit

The Audit Services shall be provided for a fixed fee of \$2,000 for each audit plus reasonable travel and out-of-pocket expenses as described below with 50% due at the time of audit approval and 50% upon completion of the audit. A minimum of 2 audits must be performed at any one time.

Mandatory Reporting to the State of Texas

Should the CITY authorize CONSULTANT to provide the additional services (Mandatory Reporting to the State), the CITY agrees to pay CONSULTANT as follows:

- a. Cost per Audit: A flat fee of \$400.00 per qualifying audit will be charged for each audit submitted to the State Comptroller under the program and includes all the services outlined in the above "Proposal for Additional Services" section.
- b. The \$400 flat fee will be billed on a monthly basis for each report submitted to the Comptroller during that month.
- c. If, in order for the state to collect on an audit and/or the city to receive their finder's fee, additional or non-standard work is required outside of the above listed services, CONSULTANT will bill the CITY an hourly rate plus additional expenses incurred. Examples of additional or non-standard work includes, but is not limited to, additional field visits after an audit has been submitted as final, testifying at hearings or court proceedings to support the work performed by our auditors, and any other activities requested by either the CITY or the Comptroller in regard to collection on an audit, etc.
- d. Any work required outside of \$400 flat fee will only be performed with prior written approval from the CITY. The hourly services will be billed at the rate of \$100 per hour, plus actual expenses. These additional hours will be invoiced at the time the case is resolved to the Comptroller's satisfaction.

Travel and Out-of-Pocket

CITY shall reimburse CONSULTANT for reasonable travel and other out-of-pocket expenses associated with the performance of the field audits including but not limited to lodging, parking, mileage, per diem, etc. (Mileage and per diem shall be according to IRS regulations). Such reimbursement shall be billed incrementally.

Additional Consulting

CITY may request that CONSULTANT provide additional consulting services at any time during the term of this Agreement. If CONSULTANT and CITY agree on the scope of the additional consulting services requested, then CONSULTANT shall provide the additional consulting on a Time and Materials basis. Depending on the personnel assigned to perform the work, standard hourly rates range from \$75 per hour to \$200 per hour.

These additional consulting services will be invoiced at least monthly based on actual time and expenses incurred.

EXHIBIT C

MuniServices Helpful Contacts

Contact	Project Role	Phone	Email
Ted Kamel, MBA	Client Services Manager	903.952.9794	ted.kamel@muniservices.com
Lisa Broussard, CTE, CPA	SVP Client Services	713.459.5079	lisa.broussard@muniservices.com
Cynthia Prather	HOT Production Supervisor	281.677.2965	CKPrather@broussardpa.com
	Billing Department		billing@muniservices.com
Francesco Mancia, MBA	VP Government Relations	559.288.7296	fran.mancia@muniservices.com
Patricia A. Dunn, MSHR	Contracts Manager	559.271.6852	patricia.dunn@muniservices.com

J. Wright

**BUSINESS FOR THE CITY COUNCIL
OF THE
CITY OF LAMPASAS**

SUBJECT:

SELECT AND ANNOUNCE POSSIBLE WINNER OF WEB SITE PHOTO CONTEST ENTRY.

REQUESTED BY: Monica Wright, Director of Information Systems

SUBMITTED BY: Monica Wright, Director of Information Systems

DATE SUBMITTED: November 2, 2020 FOR THE AGENDA OF: November 9, 2020

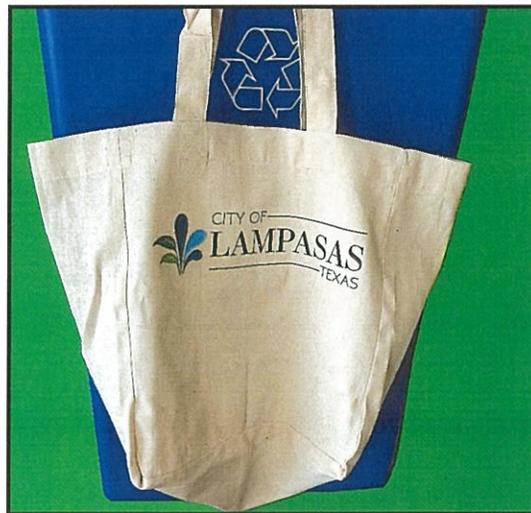
Expenditure Required: \$0.00

Available Funding: \$0.00

Attachments: Memo and October photo contest entries

SUMMARY STATEMENT:

The contest winner, if selected, will receive a City of Lampasas recyclable grocery tote and posting of their photo on the website.



RECOMMENDATION:

Staff would like to recommend that you take into consideration the photo contest rules that state: "Any photos that tell part of the story or show the area of the city of Lampasas are eligible. Only photos taken within the city of limits of Lampasas will be considered. Buildings, landscapes, events and other City related scenes are all acceptable. Inappropriate material will be rejected. Pictures showing nudity or that are not viewable by a general audience are considered inappropriate. This is a photo contest. All images must be original photographs. The photo must have been taken by the contestant or a family member and all rights to the photo must be the property of the contestant or that family member. Digitally enhanced photos are acceptable. Any photo complying with the rules can be the monthly winner. The monthly winner is chosen by the City Council of the City of Lampasas. Winners receive a City of Lampasas recyclable grocery tote and posting of the photo on the City of Lampasas web site. Entries will be judged on visual appeal, color, content, and composition. Your photo can be taken with any type of camera, but we would prefer images converted to digital format (.jpg.) One photo entry per person per month."

Entry 1

Candice Goggans

Candicemarieg30@gmail.com

“Balloons of Hope” was taken at Badger Stadium in Lampasas, TX.



Entry 2

Candice Goggans

Candicemarieg30@gmail.com

“Home Is Where the Rusty Spur Is!” was taken on Hwy 281 in Lampasas, TX.

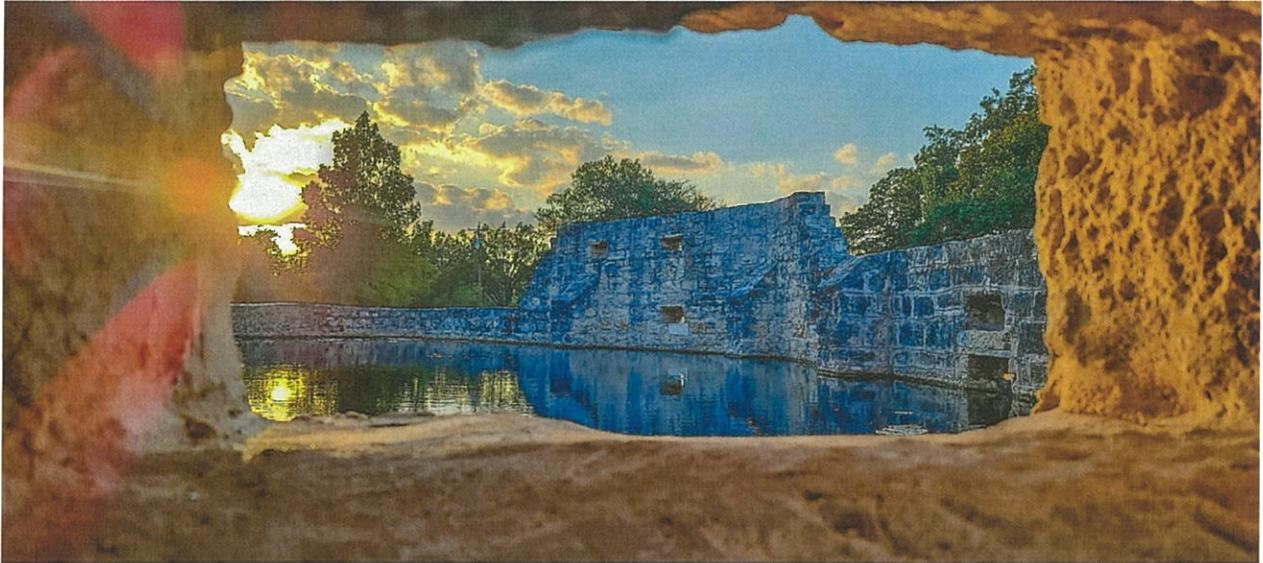


Entry 3

Susan Zegub

Croll.susan@yahoo.com

“Sunset at Historic Bath House” was taken at the Historic Bath House in Lampasas, TX.

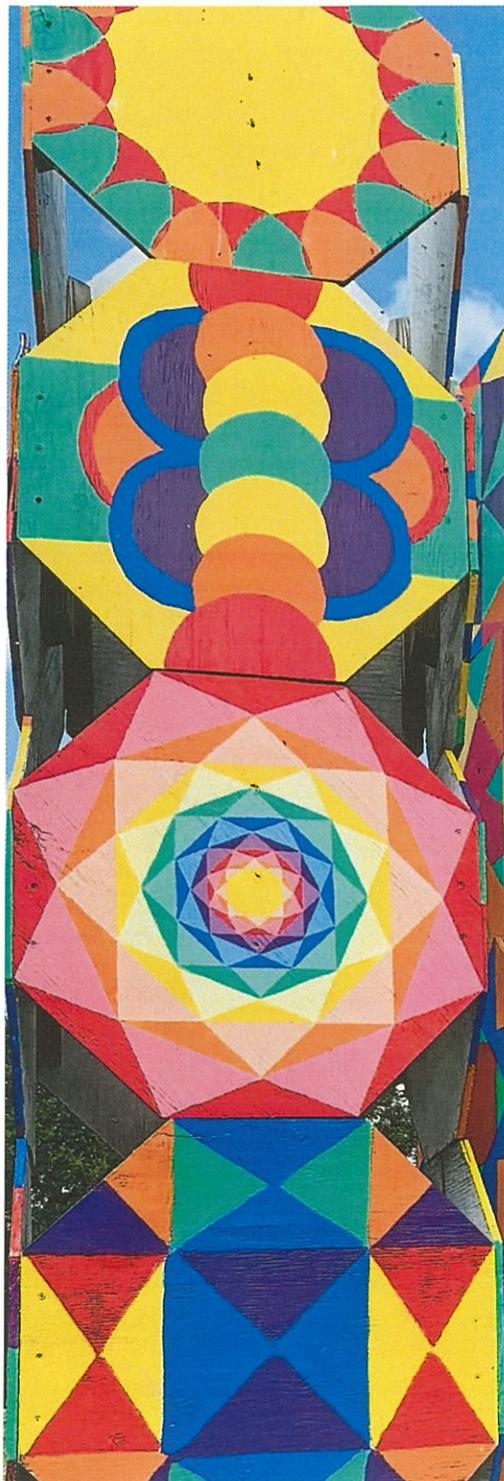


Entry 4

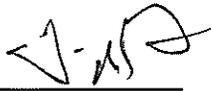
Amanda Eves

Amanda.eves@yahoo.com

“Prisms of Color” was taken at Hannah Springs Sculpture Garden in Lampasas, TX.



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City Manager

ITEM NO. 7.6

**BUSINESS FOR THE CITY COUNCIL
OF THE
CITY OF LAMPASAS**

Subject:

DISCUSSION AND POSSIBLE ACTION REGARDING THE FIRST READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY LAMPASAS, TEXAS AMENDING APPENDIX A FEE SCHEDULE, CHAPTER 54, ENTITLED 'PARKS AND RECREATION', ARTICLE I, SECTION (h) ENTITLED 'PARK FACILITY PER DAY RENTAL AND DEPOSITS'; ADDING NEW SECTION (5) RELATED TO HOSTESS HOUSE RENTAL/BOOKING FEES AND DEPOSITS; CONTAINING SEVERABILITY AND REPEALER CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.

Requested By: Vicki Tower, Parks Secretary

Submitted By: Becky Sims, Assistant City Secretary

Date Submitted: November 4, 2020

For the Agenda of: November 9, 2020

Procurement and Funding Statement:

N/A

Attachments: Ordinance, Hostess House Fee Schedule

Summary Statement:

In August 2019 the City took over operations of the Hostess House. Since that time Staff reviewed the fee structure and made modifications in pricing tiers regarding group sizes as identified through Staff. In March, Council approved the new tiers as presented by Vicki Tower, Parks Secretary, however; the pricing modifications were not amended or codified by Ordinance. This item has been placed on the agenda for Council consideration to add the fees to the City of Lampasas Code of Ordinances Fee Schedule- Appendix A.

Recommendation:

To consider a motion to approve the first reading of an Ordinance amending Appendix A Fee Schedule, Chapter 54 entitled 'Parks and Recreation', Article 1, Section (h) entitled 'Park Facility Per Day Rental and Deposits', adding new section (5) related to Hostess House Rental/Booking Fees and Deposits.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY LAMPASAS, TEXAS AMENDING APPENDIX A FEE SCHEDULE, CHAPTER 54, ENTITLED ‘PARKS AND RECREATION’, ARTICLE I, SECTION (h) ENTITLED ‘PARK FACILITY PER DAY RENTAL AND DEPOSITS’; ADDING NEW SECTION (5) RELATED TO HOSTESS HOUSE RENTAL/BOOKING FEES AND DEPOSITS; CONTAINING SEVERABILITY AND REPEALER CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.

RECITALS

WHEREAS, the City of Lampasas, Texas is a Home Rule Municipality located in Lampasas County, Texas, that is authorized and enabled by its Charter and the laws of Texas to enact local legislation for the benefit and proper operation of the City’s facilities and amenities.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAMPASAS, THAT THE LAMPASAS CODE OF ORDINANCES HEREBY BE AMENDED AS FOLLOWS:

PART 1:

Appendix “A” Fee Schedule, Chapter 54, entitled ‘Parks and Recreation’, Article I, Section (h)entitled ‘Park Facilities Per Day Rental and Deposits’ hereby amended to add the following new provision, to be codified as new subsection **(5) “Hostess House Rental/Booking Fees and Deposits**, as worded and detailed below:

APPENDIX A

Chapter 54

Article I – In General

(a)-(g) (no changes)

(h) Park Facilities Per Day Rental and Deposits

(1)-(4) (no changes)

NEW

(5)	Hostess House Rental/Booking and Deposit Fees (In City and Out of City)	
	Cleaning Deposit (refundable) <ul style="list-style-type: none">• Small Group (30 or less) 1st floor only• Medium Group (31-75)• Large Group (75 or more)• Non-Profit (501c3) 1st floor only	\$50.00 \$100.00 \$100.00 per floor \$50.00
	Booking Fee (non-refundable) <ul style="list-style-type: none">• Small Group (30 or less) 1st floor only	N/A

	<ul style="list-style-type: none"> • Medium Group (31-75) • Large Group (75 or more) • Non-Profit (501c3) 1st floor only 	<p>\$50.00 \$100.00 per floor N/A</p>
	<p>Rental Rate (City of Lampasas Resident)</p> <ul style="list-style-type: none"> • Small Group (30 or less) 1st floor only <ul style="list-style-type: none"> ○ \$35.00 for 2 hours (plus 1-hour set-up/clean-up time) ○ \$60.00 for 4 hours (plus 2-hours set-up/clean-up time) • Medium Group (31-75) <ul style="list-style-type: none"> ○ \$70.00 for 2 hours (plus 1-hour set-up/ clean-up time) ○ \$120.00 for 4 hours (plus 2 hours set-up/clean-up time) • Large Group (75 or more) <ul style="list-style-type: none"> ○ \$100.00 per hour (3-hour minimum) per floor ○ \$800.00- all day (8:00 a.m.-midnight) per floor • Non-Profit (501c3) 1st floor only <ul style="list-style-type: none"> ○ \$35.00 for 2-hours ○ \$50.00 for 4-hours 	
	<p>Rental Rate (NON- City of Lampasas Resident)</p> <ul style="list-style-type: none"> • Small Group (30 or less) 1st floor only <ul style="list-style-type: none"> ○ \$50.00 for 2 hours (plus 1-hour set-up/clean-up time) ○ \$75.00 for 4 hours (plus 2-hours set-up/clean-up time) • Medium Group (31-75) <ul style="list-style-type: none"> ○ \$100.00 for 2 hours (plus 1-hour set-up/ clean-up time) ○ \$150.00 for 4 hours (plus 2 hours set-up/clean-up time) • Large Group (75 or more) <ul style="list-style-type: none"> ○ \$100.00 per hour (3-hour minimum) per floor ○ \$800.00- all day (8:00 a.m.-midnight) per floor • Non-Profit (501c3) 1st floor only <ul style="list-style-type: none"> ○ \$35.00 for 2-hours ○ \$50.00 for 4-hours 	

PART 2: If any section or part of a section of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, that holding shall not invalidate or impair the validity, force or effect of any other section or part of a section of this Ordinance.

PART 3: This Ordinance supersedes and repeals all ordinances or parts of ordinances, if any, in conflict herewith; however, such present ordinances shall remain in full force and effect until the effective date of this Ordinance.

PART 4: This Ordinance shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City’s Charter, Code of Ordinances, and the laws of State of Texas.

Date of First Reading: November 9, 2020
Date of Second Reading: November 23, 2020

PASSED AND APPROVED THIS THE _____ DAY OF _____, 2020.

Misti Talbert, Mayor

ATTEST:

Christina Marez, City Secretary

APPROVED AS TO FORM:

Jo-Christy Brown, City Attorney
(Signature of Attorney Provided on Separate Page, to be Attached)

(5)	Hostess House Rental/Booking and Deposit Fees (In city and Out of City)		
	<p>Cleaning Deposit (refundable)</p> <ul style="list-style-type: none"> • Small Group (30 or less) 1st floor only • Medium Group (31-75) • Large Group (75 or more) • Non-Profit (501c3) 1st floor only 	<p>\$50.00 \$100.00 \$100.00 per floor \$50.00</p>	
	<p>Booking Fee (non-refundable)</p> <ul style="list-style-type: none"> • Small Group (30 or less) 1st floor only • Medium Group (31-75) • Large Group (75 or more) • Non-Profit (501c3) 1st floor only 	<p>N/A \$50.00 \$100.00 per floor N/A</p>	
	<p>Rental Rate (City of Lampasas Resident)</p> <ul style="list-style-type: none"> • Small Group (30 or less) 1st floor only <ul style="list-style-type: none"> ○ \$35.00 for 2 hours (plus 1-hour set-up/clean-up time) ○ \$60.00 for 4 hours (plus 2-hours set-up/clean-up time) • Medium Group (31-75) <ul style="list-style-type: none"> ○ \$70.00 for 2 hours (plus 1-hour set-up/ clean-up time) ○ \$120.00 for 4 hours (plus 2 hours set-up/clean-up time) • Large Group (75 or more) <ul style="list-style-type: none"> ○ \$100.00 per hour (3-hour minimum) per floor ○ \$800.00- all day (8:00 a.m.-midnight) per floor • Non-Profit (501c3) 1st floor only <ul style="list-style-type: none"> ○ \$35.00 for 2-hours ○ \$50.00 for 4-hours 		
	<p>Rental Rate (NON- City of Lampasas Resident)</p> <ul style="list-style-type: none"> • Small Group (30 or less) 1st floor only <ul style="list-style-type: none"> ○ \$50.00 for 2 hours (plus 1-hour set-up/clean-up time) ○ \$75.00 for 4 hours (plus 2-hours set-up/clean-up time) • Medium Group (31-75) <ul style="list-style-type: none"> ○ \$100.00 for 2 hours (plus 1-hour set-up/ clean-up time) ○ \$150.00 for 4 hours (plus 2 hours set-up/clean-up time) • Large Group (75 or more) 		

			<ul style="list-style-type: none"> ○ \$100.00 per hour (3-hour minimum) per floor ○ \$800.00- all day (8:00 a.m.-midnight) per floor ● Non-Profit (501c3) 1st floor only <ul style="list-style-type: none"> ○ \$35.00 for 2-hours ○ \$50.00 for 4-hours 		
<p>(Ord. No. 802, 5-19-97; Ord. No. 821, 10-27-97; Ord. No. 846, 4-27-98; Ord. No. 856, 7-27-98; Ord. No. 928, § 1, 11-27-2000; Ord. No. 955, § 1, 9-10-2001; Ord. No. 973, § I, 1-14-2002; Ord. No. 1058, § I, 4-26-2004; Ord. No. 1078, § 1, 11-22-2004; Ord. No. 1099, § 1, 5-9-2005; Ord. No. 1145, § I, 5-22-2006; Ord. No. 1171, § 1, 11-27-2006; Ord. No. 1210, § 1, 11-26-2007; Ord. No. 1233, § 1, 12-8-2008; Ord. No. 1264, § 1, 10-12-2009; Ord. No. 1273, § I, 2-8-2010; Ord. No. 1281, § 1, 3-22-2010; Ord. No. 1315, § I, 4-25-2011; Ord. No. 1316, § 1, 4-25-2011; Ord. No. 1333, § 1, 12-12-2011; Ord. No. 1344, § 1, 4-23-2012; Ord. No. 1432, § 1, 11-10-2014; Ord. No. 1437, § 1, 1-26-2015; Ord. No. 1494, § 1, 7-11-2016)</p>					



City Manager

ITEM NO. 7.7

**BUSINESS FOR THE CITY COUNCIL
OF THE
CITY OF LAMPASAS**

Subject:

Discussion and possible action to accept a quote from Motorola Solutions with a Houston Galveston Area Council Cooperative Purchasing Agreement to allow for the purchase of the City of Lampasas Public Safety Communications System equipment, installation, and equipment maintenance contract.

Requested By: Sammy Bailey, Police Chief and Jeff Smith, Fire Chief

Submitted by: Sammy Bailey, Police Chief

Date Submitted: November 6, 2020

For the agenda of: November 9, 2020

Procurement and Funding Statement:

The Police Department estimated this project to cost an estimated \$426,050.32 with total project cost of \$680,000.00.

During the 2019-2020 budget, the police department replaced two inoperable handhelds and a new mobile radio purchased, reducing the number of needed radios.

The Central Texas Council of Governments received a Regional Emergency Infrastructure Grant, that will provide a police repeater and two dispatch consoles. There is an increase in Fire Department transmitter cost and radio maintenance cost was included. Motorola Solutions provided updated quotes for the project where the actual cost reduced to \$663,371.95 and our actual cost is now \$409,422.27.

The Police Department included in the 2020-2021 budget \$450,000.00 for Capital Equipment in line item # 10-520-5515 for radio upgrades and a CAD system.

Attachments: (1) Lampasas Public Safety Communications System Upgrades Budget and Actual Cost; (2) Motorola Solutions quote QU0000516102, (3) Motorola Solutions quote QU0000516117 (4 & 5) CTCOG Equipment Provided to Police Department.

Summary Statement:

The Lampasas Public Safety Communications System upgrade has been identified by the Capital Improvement Program (CIP) Committee as a high priority project. The Motorola Solutions upgrade will provide needed equipment for better communications and life safety of fire and police officers by providing a primary fire transmitter, 27 portable radios for fire and police officers, 30 mobile radios for fire and police units and a maintenance contract.

Recommendation:

A motion to allow purchases from Motorola Solutions Quote # QU0000516102 and Quote QU0000516117 for the total amount of \$409,422.27.



MOTOROLA SOLUTIONS

Quote Number: QU0000516102

Effective: 04 NOV 2020

Effective To: 03 JAN 2021

Bill-To:

LAMPASAS, CITY OF
312 E THIRD
LAMPASAS, TX 76550
United States

Ultimate Destination:

LAMPASAS, CITY OF
410 E FOURTH ST
LAMPASAS, TX 76550
United States

Attention:

Name: Sammy Bailey
Phone: 512-556-6235

Sales Contact:

Name: Gene Aicher
Email: Gene.Aicher@bearcom.com
Phone: 512-964-5510

Contract Number: HGAC
Freight terms: FOB Destination
Payment terms: Net 30 Due

Item	Quantity	Nomenclature	Description	Your price	Extended Price
1	22	M25KSS9PW1BN	APX6500 ENHANCED VHF	\$5,425.66	\$119,364.52
(Notes)POLICE MOBILES					
1a	22	G831AD	ADD: SPKR 15W WATER RESISTANT		
1b	22	G299AE	ADD: 1/4 WAVE ROOF TOP 150.8-162		
1c	22	G996AS	ENH: OVER THE AIR PROVISIONING		
1d	22	GA00580AA	ADD: TDMA OPERATION APX		
1e	22	GA01767AG	APX MOBILE RADIO AUTHENTICATION		
1f	22	GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED	-	-
1g	22	GA01580AA	ADD: COVERT GNSS GLASSMOUNT LMR100		
1h	22	GA01607AA	ADD: NO WI-FI ANTENNA NEEDED	-	-
1i	22	GA01576AB	ADD: SMA TO QMA ADAPTER	-	-
1j	22	QA01648AA	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY		
1k	22	W22BB	ADD: STD PALM MICROPHONE APEX		
1l	22	G67DT	ADD: REMOTE MOUNT E5 APXM		
1m	22	GA00318AF	ADD: 5Y ESSENTIAL SERVICE		
1n	22	G843AH	ADD: AES ENCRYPTION APX AND ADP		
1o	22	G361AH	ENH: P25 TRUNKING SOFTWARE APX		
1p	22	G51AU	ENH: SMARTZONE OPERATION APX6500		
1q	22	G806BL	ENH: ASTRO DIGITAL CAI OP APX		
1r	22	G444AH	ADD: APX CONTROL HEAD SOFTWARE	-	-
1s	22	GA01670AA	ADD: APX E5 CONTROL HEAD		
2	14000	SVC03SVC0124D	SUBSCRIBER INSTALL - CUST LOCATION	\$1.00	\$14,000.00
3	22	H98KGF9PW6BN	APX6000 VHF MHZ MODEL 2.5 PORTABLE	\$4,685.08	\$103,071.76
(Notes)POLICE PORTABLES					
3a	22	H38BT	ADD: SMARTZONE OPERATION		
3b	22	Q361AR	ADD: P25 9600 BAUD TRUNKING		
3c	22	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION		
3d	22	G996AU	ADD: PROGRAMMING OVER P25 (OTAP)		

Item	Quantity	Nomenclature	Description	Your price	Extended Price
3c	22	QA00580AC	ADD: TDMA OPERATION		
3f	22	QA01767AT	ADD: P25 LINK LAYER AUTHENTICATION		
3g	22	QA01833AH	ADD: EXTREME 1-SIDED NOISE REDUCTION		
3h	22	Q887AT	ADD: 5Y ESSENTIAL SERVICE		
3i	22	Q629AK	ENH: AES ENCRYPTION AND ADP		
3j	22	QA01648AA	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY		
4	22	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	\$123.75	\$2,722.50
5	22	PMNN4485A	BATT IMPRES 2 LIION R IP68 2550T	\$109.50	\$2,409.00
(Notes)SPARE BATT					
6	22	PMMN4084A	AUDIO ACCESSORY-HEADSET,PLUS RSM NC IP54 THRD 3.5MM JACK RX	\$71.25	\$1,567.50
7	22	RLN4941A	REC ONLY EARPIECE W/TRANSLUCET TUBE	\$53.30	\$1,172.60
8	22	PMLN7904A	CARRY ACCESSORY-CASE,APX6000 CC 2.75 SWLBL TIA BATTERY	\$59.25	\$1,303.50
9	5000	SVC03SVC0123D	SUBSCRIBER INSTALL - SVCR LOCATION	\$1.00	\$5,000.00
10	7	M25KSS9PW1BN	APX6500 ENHANCED VHF	\$5,429.31	\$38,005.17
(Notes)FIRE MOBILES					
10a	7	G831AD	ADD: SPKR 15W WATER RESISTANT		
10b	7	G299AE	ADD: 1/4 WAVE ROOF TOP 150.8-162		
10c	7	G996AS	ENH: OVER THE AIR PROVISIONING		
10d	7	GA00580AA	ADD: TDMA OPERATION APX		
10e	7	GA01767AG	APX MOBILE RADIO AUTHENTICATION		
10f	7	GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED	-	-
10g	7	GA00226AA	ADD: GPS ANTENNA		
10h	7	GA01607AA	ADD: NO WI-FI ANTENNA NEEDED	-	-
10i	7	GA01576AB	ADD: SMA TO QMA ADAPTER	-	-
10j	7	QA01648AA	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY		
10k	7	W22BB	ADD: STD PALM MICROPHONE APEX		
10l	7	G67DT	ADD: REMOTE MOUNT E5 APXM		
10m	7	GA00318AF	ADD: 5Y ESSENTIAL SERVICE		
10n	7	G843AH	ADD: AES ENCRYPTION APX AND ADP		
10o	7	G361AH	ENH: P25 TRUNKING SOFTWARE APX		
10p	7	G51AU	ENH: SMARTZONE OPERATION APX6500		
10q	7	G806BL	ENH: ASTRO DIGITAL CAI OP APX		
10r	7	G444AH	ADD: APX CONTROL HEAD SOFTWARE	-	-
10s	7	GA01670AA	ADD: APX E5 CONTROL HEAD		
11	5600	SVC03SVC0124D	SUBSCRIBER INSTALL - CUST LOCATION	\$1.00	\$5,600.00
12	1	M25KSS9PW1BN	APX6500 ENHANCED VHF	\$5,509.24	\$5,509.24
(Notes)FIRE STATION BASE					
12a	1	G142AD	ADD: NO SPEAKER NEEDED	-	-
12b	1	G89AC	ADD: NO RF ANTENNA NEEDED	-	-
12c	1	G996AS	ENH: OVER THE AIR PROVISIONING		
12d	1	GA00580AA	ADD: TDMA OPERATION APX		
12e	1	GA01767AG	APX MOBILE RADIO AUTHENTICATION		

Item	Quantity	Nomenclature	Description	Your price	Extended Price
12f	1	GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED	-	-
12g	1	GA00235AA	ADD: NO GPS ANTENNA NEEDED	-	-
12h	1	GA01607AA	ADD: NO WI-FI ANTENNA NEEDED	-	-
12i	1	QA01648AA	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY		
12j	1	W382AM	ADD: CONTROL STATION DESK GCAI MIC		
12k	1	G66BJ	ADD: DASH MOUNT E5 APXM		
12l	1	GA00318AF	ADD: 5Y ESSENTIAL SERVICE		
12m	1	G843AH	ADD: AES ENCRYPTION APX AND ADP		
12n	1	G91AF	ADD: CNTRL STATION PWR SUPPLY		
12o	1	W665BF	ADD: CONTROL STATION OPERATION		
12p	1	G361AH	ENH: P25 TRUNKING SOFTWARE APX		
12q	1	G51AU	ENH: SMARTZONE OPERATION APX6500		
12r	1	G806BL	ENH: ASTRO DIGITAL CAI OP APX		
12s	1	G444AH	ADD: APX CONTROL HEAD SOFTWARE	-	-
12t	1	GA01670AA	ADD: APX E5 CONTROL HEAD		
13	2960	SVC03SVC0124D	SUBSCRIBER INSTALL - CUST LOCATION	\$1.00	\$2,960.00
14	5	H98KGF9PW6BN	APX6000 VHF MHZ MODEL 2.5 PORTABLE	\$5,269.08	\$26,345.40
(Notes)FIRE PORTABLES					
14a	5	H38BT	ADD: SMARTZONE OPERATION		
14b	5	Q361AR	ADD: P25 9600 BAUD TRUNKING		
14c	5	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION		
14d	5	G996AU	ADD: PROGRAMMING OVER P25 (OTAP)		
14e	5	QA00580AC	ADD: TDMA OPERATION		
14f	5	QA01767AT	ADD: P25 LINK LAYER AUTHENTICATION		
14g	5	Q887AT	ADD: 5Y ESSENTIAL SERVICE		
14h	5	Q629AK	ENH: AES ENCRYPTION AND ADP		
14i	5	QA01648AA	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY		
14j	5	QA02006AA	ENH: APX6000XE RUGGED RADIO		
14k	5	QA01427AB	ALT: IMPACT GREEN HOUSING		
15	5	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	\$123.75	\$618.75
16	5	PMNN4485A	BATT IMPRES 2 LIION R 1P68 2550T	\$109.50	\$547.50
(Notes)SPARE BATT					
17	5	NNTN8575A	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,IMPRES XE RSM XT CABLE GREEN	\$430.40	\$2,152.00
18	5	PMLN7906A	CARRY ACCESSORY-CASE,APX6000XE 2.75 SWBL TIA BATTERY	\$48.75	\$243.75
19	5	AY000229A01	CARRY ACCESSORY-STRAP,XL, WITH BUTTON BACK HOLDER	\$37.50	\$187.50
20	1100	SVC03SVC0123D	SUBSCRIBER INSTALL - SVCR LOCATION	\$1.00	\$1,100.00

Total Quote in USD

\$333,880.69

PO Issued to Motorola Solutions Inc. must:

- >Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted
- >Have a PO Number/Contract Number & Date
- >Identify "Motorola Solutions Inc." as the Vendor
- >Have Payment Terms or Contract Number
- >Be issued in the Legal Entity's Name
- >Include a Bill-To Address with a Contact Name and Phone Number
- >Include a Ship-To Address with a Contact Name and Phone Number
- >Include an Ultimate Address (only if different than the Ship-To)
- >Be Greater than or Equal to the Value of the Order
- >Be in a Non-Editable Format
- >Identify Tax Exemption Status (where applicable)
- >Include a Signature (as Required)



MOTOROLA

Authorized Radio System Specialist

Quotation Prepared for:
City of Lampasas
Attn: Chuck Montgomery
312 E. Third
Lampasas, TX 76550

Phone: 512-556-6235

Date: 2-25-20

Quotation Prepared by:
Gene Aicher
Motorola/BearCom

Phone: 512-964-5510

Email: Gene.Aicher@bearcom.com

Part #	DISPATCH CONSOLE FOR 2 OPERATORS	Qty	Unit Price	Extended Price
SFW-SCOUT-EX	Scout EX Console - Tier 1 Scout Enterprise Console with Software Audio Package. Avtec USB PTT Desk Microphone Complete Headset (4 Headsets, 2 per Op) 21.5" LED touch screen Avtec USB PTT Footswitch	2	\$60,756.50	\$121,513.00
M22KSS9PW1AN	APX4500 VHF Console Radio Resources	8	\$12,895.57	\$103,164.56
TOTAL Console				\$224,677.56

PROVIDED BY CTCOG

NOTES

- >Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead.
- >Have a PO Number/Contract Number & Date
- >Identify "Motorola Solutions Inc." as the Vendor
- >Have Payment Terms or Contract Number
- >Be issued in the Legal Entity's Name
- >Include a Bill-To Address with a Contact Name and Phone Number
- >Include a Ship-To Address with a Contact Name and Phone Number
- >Include an Ultimate Address (only if different than the Ship-To)
- >Be Greater than or Equal to the Value of the Order

LAMPASAS PUBLIC SAFETY COMMUNICATIONS SYSTEM UPGRADES

COMPONENT	JUSTIFICATION	QUANTITY	BUDGET	ACTUAL
POLICE PRIMARY TRANSMITTER	UPGRADE FROM ANALOGUE TO DIGITAL	1	\$50,000.00	\$29,272.12
FIRE PRIMARY TRANSMITTER	INCREASE POWER TO LICENSED POWER LEVEL	1	\$50,000.00	\$75,541.58
POLICE DEPT SUBSCRIBERS	APX6500 MOBILES	22	\$380,000.00	\$333,880.69
FIRE DEPT SUBSCRIBERS	APX6000 PORTABLES	22		
	APX6500 MOBILES	8		
	APX6000XE PORTABLES	5		
AVTEC DISPATCH CONSOLE OPERATORS	EXISTING CONSOLE OUT OF PRODUCTION, END OF SERVICE LIFE 2 YEARS	1	\$200,000.00	\$224,677.56
TOTAL INVESTMENT			\$680,000.00	\$663,371.95
LESS GRANT			\$253,949.68	\$253,949.68
BALANCE			\$426,050.32	\$409,422.27



MOTOROLA SOLUTIONS

Quote Number: QU0000516117

Effective: 04 NOV 2020

Effective To: 03 JAN 2021

Bill-To:

LAMPASAS, CITY OF
312 E THIRD
LAMPASAS, TX 76550
United States

Ultimate Destination:

LAMPASAS, CITY OF
312 E THIRD
LAMPASAS, TX 76550
United States

Attention:

Name: Sammy Bailey
Phone: 512-556-6235

Sales Contact:

Name: Gene Aicher
Email: Gene.Aicher@bearcom.com
Phone: 512-964-5510

Contract Number: HGAC
Freight terms: FOB Destination
Payment terms: Net 30 Due

Item	Quantity	Nomenclature	Description	Your price	Extended Price
1	1	T7039A	GTR 8000 Base Radio	-	-
1a	1	X265AM	BR PRESELECTOR, 150-174 MHZ	\$400.00	\$400.00
1b	1	CA00716AA	ADD: ASTRO SYSTEM RELEASE 7.16	-	-
1c	1	CA01946AA	ADD: CONVENTIONAL MIXED MODE OPERATION	-	-
1d	1	X153AW	ADD: RACK MOUNT HARDWARE	\$40.00	\$40.00
1e	1	X530BG	ADD: VHF (136-174 MHZ)	\$5,040.00	\$5,040.00
1f	1	CA01948AA	ADD: DIGITAL CONVENTIONAL SOFTWARE	\$10,250.00	\$10,250.00
1g	1	CA02447AA	ADD: G-SERIES INDOOR CABINET 24 Rack Units	\$1,280.00	\$1,280.00
1h	1	CA00975AA	ADD: BATTERY TEMP SENSOR EXTENSION CABLE	\$160.00	\$160.00
1i	1	CA01400AA	ADD: POWER CABLE, DC	-	-
2	15900	SVC03SVC0124D	SUBSCRIBER INSTALL - CUST LOCATION	\$1.00	\$15,900.00
(Notes)Repeater Install, Tower Climb, NarrowBand Duplexer					
3	270	DSAVA550	AVA5-50, COAXIAL CABLE, CORRUGATED COPPER, 7/8 IN, BLACK PE JACKET	\$3.70	\$999.00
4	2	DSA5DFD	D-CLASS 7-16 DIN FEMALE FOR AVA5-50 CABLE	\$22.31	\$44.62
5	6	DSSG7812B2U	SG78-12B2U SUREGROUND GROUNDING KIT FOR 7/8 IN COAXIAL CABLE	\$30.25	\$181.50
6	2	DSL5SGRIP	L5SGRIP 7/8" SUPPORT HOIST GRIP	\$32.50	\$65.00
7	1	DDN1088A	TYPE N MALE PS FOR 1/2 IN CABLE	\$14.73	\$14.73
8	1	DDN1090A	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE	\$14.73	\$14.73
9	16152	SVC03SVC0124D	SUBSCRIBER INSTALL - CUST LOCATION	\$1.00	\$16,152.00
(Notes)7 X 24 MAINTENANCE YEAR ONE					
10	25000	SVC03SVC0124D	SUBSCRIBER INSTALL - CUST LOCATION	\$1.00	\$25,000.00
(Notes)PROJECT MANAGEMENT					

Total Quote in USD

\$75,541.58

PO Issued to Motorola Solutions Inc. must:

- >Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted
- >Have a PO Number/Contract Number & Date
- >Identify "Motorola Solutions Inc." as the Vendor
- >Have Payment Terms or Contract Number
- >Be issued in the Legal Entity's Name
- >Include a Bill-To Address with a Contact Name and Phone Number
- >Include a Ship-To Address with a Contact Name and Phone Number
- >Include an Ultimate Address (only if different than the Ship-To)
- >Be Greater than or Equal to the Value of the Order
- >Be in a Non-Editable Format
- >Identify Tax Exemption Status (where applicable)
- >Include a Signature (as Required)



MOTOROLA SOLUTIONS

Quote Number: QU0000500426

Effective: 21 FEB 2020

Effective To: 21 APR 2020

Bill-To:

LAMPASAS, CITY OF
312 E THIRD
LAMPASAS, TX 76550
United States

Ultimate Destination:

LAMPASAS, CITY OF
301 E FOURTH ST
LAMPASAS, TX 76550
United States

Attention:

Name: Chuck Montgomery
Phone: 512-556-6235

Sales Contact:

Name: Gene Aicher
Email: Gene.Aicher@bearcom.com
Phone: 512-964-5510

Contract Number: HGAC
Freight terms: FOB Destination
Payment terms: Net 30 Due

Item	Quantity	Nomenclature	Description	Your price	Extended Price
1	1	T7039A	GTR 8000 Base Radio	-	-
1a	1	X182CB	ADD: DUPLEXER, 144-160 MHZ), THEN TX AND RX MUST BE 144-160	\$1,104.00	\$1,104.00
1b	1	X265AM	BR PRESELCTOR, 150-174 MHZ	\$400.00	\$400.00
1c	1	CA00716AA	ADD: ASTRO SYSTEM RELEASE 7.16	-	-
1d	1	CA01946AA	ADD: CONVENTIONAL MIXED MODE OPERATION	-	-
1e	1	X530BG	ADD: VHF (136-174 MHZ)	\$5,040.00	\$5,040.00
1f	1	X153AW	ADD: RACK MOUNT HARDWARE	\$40.00	\$40.00
1g	1	CA01948AA	ADD: DIGITAL CONVENTIONAL SOFTWARE	\$10,250.00	\$10,250.00
1h	1	CA01400AA	ADD: POWER CABLE, DC	-	-
2	200	DSAVA550	AVA5-50, COAXIAL CABLE, CORRUGATED COPPER,7/8 IN, BLACK PE JACKET	\$3.70	\$740.00
3	2	DSASDFD	D-CLASS 7-16 DIN FEMALE FOR AVA5-50 CABLE	\$22.31	\$44.62
4	4	DSSG7812B2U	SG78-12B2U SUREGROUND GROUNDING KIT FOR 7/8 IN COAXIAL CABLE	\$30.25	\$121.00
5	1	DSLSSGRIP	L5SSGRIP 7/8" SUPPORT HOIST GRIP	\$32.50	\$32.50
6	11500	SVC03SVC0124D	SUBSCRIBER INSTALL - CUST LOCATION	\$1.00	\$11,500.00

Total Quote in USD

\$29,272.12

PO Issued to Motorola Solutions Inc. must:

- >Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted
- >Have a PO Number/Contract Number & Date
- >Identify "Motorola Solutions Inc." as the Vendor
- >Have Payment Terms or Contract Number
- >Be issued in the Legal Entity's Name
- >Include a Bill-To Address with a Contact Name and Phone Number
- >Include a Ship-To Address with a Contact Name and Phone Number
- >Include an Ultimate Address (only if different than the Ship-To)
- >Be Greater than or Equal to the Value of the Order

- >Be in a Non-Editable Format
- >Identify Tax Exemption Status (where applicable)
- >Include a Signature (as Required)

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City Manager

ITEM NO. 7.8

**BUSINESS FOR THE CITY COUNCIL
OF THE
CITY OF LAMPASAS**

Subject:

Discussion and possible action to consider Proposal for Professional Engineering Services on a time and material basis, from Jones-Heroy & Associates, Inc. relating to the West Third Street Culvert Replacement, not to exceed \$25,000.00.

Requested By: Carlos Garcia, Street Superintendent

Submitted By: Rickie Roy, Assistant City Manager

Date Submitted: November 3, 2020

For the Agenda of: November 9, 2020

Procurement and Funding Statement:

This project can be funded out of 10-551-5545.01 (50,000.00).

Funding Note: The City has been notified by the City Attorney that the project may be procured using exceptions identified in Local Government Code 252.022

Attachments: Contract

Summary Statement:

As mentioned previously, LCRA transmission line work uncovered a potential roadway and drainage issue in the 1100 block of West Third Street. Due to possible undermining of pavement and damage/deterioration of culverts, Staff sought engineering recommendation and review. Based on scope of repairs, impacts to public safety, drainage and cost, Staff requested the attached proposal to develop plans, specifications and contract documents. The Proposal is for time, and materials not to exceed \$25,000.00. The road is currently closed pending repair and replacement.

Recommendation:

Motion to approve the proposal for professional engineering services with Jones-Heroy & Associates in an amount not to exceed \$25,000.00, for plans, specifications and contract documents related to repair and replacement of roadway and drainage system in the 1100 block of West Third Street.



JONES - HEROY & ASSOCIATES, INC.

October 30, 2020

Mr. Rickie Roy
Public Works Director/Assistant City Manager
City of Lampasas
312 E. Third Street
Lampasas, Texas 76550

Re: **City of Lampasas**
West Third Street Culvert Replacement
Proposal for Professional Engineering Services

Dear Mr. Roy,

Jones – Heroy & Associates, Inc. (JHA) appreciates the opportunity to submit this proposal to the City of Lampasas (City) for professional services. This scope of services includes surveying, engineering, bidding, and construction administration services necessary to facilitate the emergency repair of a recent roadway collapse at a drainage crossing located on West Third Street, just east of the intersection with Landon Drive. The drainage crossing consists of two (2) 30-inch diameter Corrugated Metal Pipe (CMP) culverts. It is our conclusion that the recent roadway collapse was caused by the degradation of the invert/flowline portion of the existing CMP culverts. The culvert flowline has been missing for an unknown period of time and has resulting in the undermining of the roadway asphalt and base material.

The proposed project will remove the existing CMP culverts and replace them with Reinforced Concrete Pipe (RCP) culverts or a Reinforced Concrete Box (RCB) culvert. The project will also consist of the removal and replacement of roadway sub-base and asphalt material as well as the installation of culvert headwalls, rip rap for erosion control, and concrete curb as deemed necessary.

SCOPE OF SERVICES:

Task A: Data Collection, Site Visit, and Design Topographic Survey

1. Conduct a site visit and collect available data pertaining to the project site which, in the opinion of the Engineer, will be required for project design. Data may include: City Geographic Information System (GIS)/Computer-Aided Design and Drafting (CADD) system mapping data, record drawings, existing hydraulic and hydrology data, and existing field data collected during rain events.
2. Conduct a project kick-off meeting with City staff to review the budget and deliverable expectations, project schedule, and discuss existing concerns.

3. Conduct a design topographic survey extending approximately 25-feet upstream and downstream of the roadway culverts. The topographic survey will identify all visible features, existing utilities identified by the utility owners, and will locate existing boundary lines to establish Right-of-Way (ROW), easement limits, and/or property boundaries if necessary. Texas 811 will be contacted to mark existing utilities prior to beginning the field work.

Task B: Design Plans and Specifications

4. Conduct a hydrologic and hydraulic analysis of the existing roadway culverts to appropriately size the proposed pipe(s) and/or box(es). The hydrologic analysis will utilize the Rational Method for the 10-year, 25-year, and 100-year storm events.
5. Prepare the necessary plans, specifications, and contract documents which will allow the City and/or Engineer to successfully obtain bids from Contractors and complete the construction phase in a timely manner.
6. Provide Quality Assurance/Quality Control (QA/QC) by coordinating a thorough review of project plans and specifications. The QA/QC will be conducted by a senior representative within JHA.
7. An Engineer's Opinion of Probable Construction Costs will be prepared prior to obtaining bids from Contractors.

Task C: Bidding and Construction Phase

8. Due to the roadway failure, roadway closure, and the potential risk to public health and safety; the City has been notified by the City Attorney that it may proceed with procuring bids from Contractors in accordance with certain exemptions allowed in the Local Government Code (LGC), Chapter 252, Subchapter B. Specifically, Chapter 252.022 (a)(1-2) permits an exemption from certain requirements of the competitive bidding process for the proposed project.
9. JHA will assist the City with direct solicitation of written bids from a list of agreed upon Contractors. JHA will submit a list of recommended Contractors to the City for review and approval prior to obtaining the bids.
10. Upon receipt of written bids for the project, JHA will prepare a written recommendation to the City for award of the construction contract which will be based on price, qualifications, and availability to meet the schedule requirements of the project.
11. JHA will assist the City during the Construction Phase, as requested by the City, to ensure the project is completed successfully.

ADDITIONAL SERVICES

Additional Services are those that are not currently anticipated to be a part of the project outlined in this proposal, but which could become necessary or desired at some time during the project. JHA will perform Additional Services only as authorized by the City. If the City requests

Mr. Rickie Roy
City of Lampasas
October 30, 2020
Page 3 of 5

Additional Services, JHA will prepare a specific scope and budget for the services requested for review and approval prior to initiating the services. Services which are specifically excluded from our scope of services include:

1. Easement acquisition services. It is anticipated that all work will be conducted within the existing public right-of-way and easements.
2. Fees associated with public notices and permitting. This may include, but may not be limited to, public notices associated with bidding the project as well as advertising and permitting fees associated with State and Federal compliance.
3. Environmental permitting requirements, if deemed necessary, as a result of performing construction activities in an existing drainage channel.
4. Professional services related to findings of threatened or endangered species and archeological resources during the construction phase of the project.
5. The need for geotechnical services is not anticipated on this project and therefore have not been included in the scope.
6. Construction materials testing and construction surveying services. The construction materials testing and construction surveying requirements of the project will be provided by the Contractor and specified as part of the construction scope of work.

COMPENSATION AND PAYMENT

We propose to provide the services described above on a time and materials basis not to exceed **\$25,000** without additional written authorization. Time and material services will be invoiced monthly based on the salary schedule shown in **Exhibit A** attached. JHA will subcontract for design surveying services, which will be billed at our direct cost and is included in our fee estimate. In addition, certain out-of-pocket expenses, including reproduction, deliveries, automobile mileage, and travel expenses will be billed at the engineer's direct cost. Payment is due in our offices within thirty (30) days after the invoice date.

LIMITATION OF LIABILITY

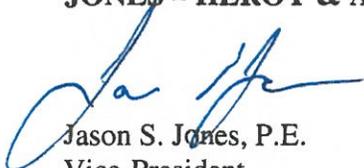
JHA's liability to the City for any cause or combination of causes is in the aggregate limited to an amount no greater than JHA's insurance limits.

CLOSING

We appreciate the opportunity to present this proposal and look forward to working with you on this project. Provided this Scope of Services and compensation arrangement are acceptable to you, please sign in the space provided and return one copy to our office. Our proposal is valid for 120 days. If you have any questions or comments, please contact me.

Mr. Rickie Roy
City of Lampasas
October 30, 2020
Page 4 of 5

Sincerely,
JONES – HEROY & ASSOCIATES, INC.



Jason S. Jones, P.E.
Vice-President

**ACCEPTED ON BEHALF OF THE CITY OF
LAMPASAS**

By: _____ Date: _____

Title: _____

Mr. Rickie Roy
City of Lampasas
October 30, 2020
Page 5 of 5

EXHIBIT A

**COMPENSATION FOR PROFESSIONAL SERVICES ON TIME AND MATERIALS
AND ESTIMATED FEE BASIS**

Professional services performed on a time and material basis and estimated fee basis will be based on each employee's hourly rate, which is based on level of experience and expertise. The current rates of various staff categories are as follows and are updated from time to time:

JONES – HEROY & ASSOCIATES, INC.

Staff Category	Hourly Rate
President	\$ 200.00 per hour
Vice President / Senior Project Manager	\$ 175.00 per hour
Project Manager / Project Engineer	\$ 160.00 per hour
Graduate Engineer	\$ 130.00 per hour
Technician	\$ 110.00 per hour
Administrative	\$ 95.00 per hour


City Manager

ITEM NO. 7.9

**BUSINESS FOR THE CITY COUNCIL
OF THE
CITY OF LAMPASAS**

Subject:

Discussion and possible action to amend the Code of Ordinances of the City of Lampasas, Chapter 54 “Parks and Recreation” by amending Section 54-166; providing for a Savings Clause; providing for a Severability Clause; Providing for a Penalty or Fine not to exceed \$500.00 per offense; and providing an effective date.

Requested By: Sammy Bailey, Police Chief

Submitted by: Sammy Bailey, Police Chief

Date Submitted: November 6, 2020

For the agenda of: November 9, 2020

Procurement and Funding Statement:

N/A

Attachments: Draft Questions and Answers Regarding Golf Carts

Summary Statement:

Amendments to Chapter 54 “Parks and Recreation” Section 54-166 will provide a current definition of motor vehicle and provide operation of motor rules and regulations for motor vehicles while in any public park within the city’s paved or unpaved pathways, park tracks, pedestrian trails, hiking trails or any other lanes within the parks.

Recommendation:

A motion to approve the first reading of amendments to the Code of Ordinances for the City of Lampasas Chapter 54 “Parks and Recreation” Section 54-166.

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City Manager

ITEM NO. 7.10

**BUSINESS FOR THE CITY COUNCIL
OF THE
CITY OF LAMPASAS**

Subject:

Discussion and possible action to amend Article 1-In General, "Cemeteries" Section 26-73, Rule 13 Miscellaneous Provisions to establish (j) Operation of Motor Vehicles, providing for a savings clause; providing for a severability clause; providing for a penalty or fine not to exceed \$500.00 per offense; and providing an effective date.

Requested By: Sammy Bailey, Police Chief

Submitted by: Sammy Bailey, Police Chief

Date Submitted: November 6, 2020

For the agenda of: November 9, 2020

Procurement and Funding Statement:

N/A

Attachments: N/A

Summary Statement:

Cemeteries Section 26-73 is in need of amendments to add (j) Operation of Motor Vehicles to provide an updated definition of motor vehicles and establish operation of motor vehicles while in city cemeteries.

Recommendation:

A motion to approve the first reading of amendments to Article 1, General, "Cemeteries" Section 26-73 Miscellaneous Provisions to establish (j) Operation of Motor Vehicles.

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NOTICE

On October 27, 2020, Texas Municipal Power Agency (TMPA) filed with the Public Utility Commission of Texas (Commission) its Application for Interim Update of Wholesale Transmission Rates. TMPA's Application seeks an interim adjustment to the previously approved transmission cost of service and wholesale transmission rate because of an increase in TMPA's invested capital currently authorized in rates. If approved, the total rate base interim increase will be \$18,795,920. However, TMPA's total interim revenue requirement will decrease by \$7,326,715 because of the retirement of its deferred assets, and the interim wholesale transmission rate will decrease to \$0.43547 per kilowatt (kW). The proposed interim revenue requirement decrease represents an approximately 19% decrease in TMPA's wholesale transmission revenue requirement. TMPA has requested an effective date for the interim wholesale transmission rate of December 1, 2020.

Because the Application requests a revision to TMPA's wholesale transmission rate to reflect changes in its invested capital, affected customers include all distribution service providers who pay wholesale transmission charges pursuant to 16 Tex. Admin. Code Chapter 25. A complete copy of TMPA's Application is available for inspection at 816 Congress Avenue, Suite 1900, Austin, Texas 78701. Interested persons may also review the Application on the Commission's website.

Persons who wish to intervene in or comment upon these proceedings should notify the Commission as soon as possible, as the intervention deadline set in this proceeding is December 1, 2020. A request to intervene or request for further information should be made to the Public Utility Commission of Texas, P.O. Box 13326, Austin, Texas, 78711-3326 and reference Docket No. 51439. Further assistance may also be obtained by calling the Commission at (512) 936-7120 or (888) 782-8477. Hearing- and speech-impaired individuals with text telephones (TTY) may contact the Commission at (512) 936-7136.

TEXAS MUNICIPAL POWER AGENCY

NOTICE OF RATE CHANGE REQUEST



On October 27, 2020, Grayson-Collin Electric Cooperative, Inc. (GCEC) filed its Application for Interim Update of Wholesale Transmission Rates pursuant to 16 Texas Administrative Code (TAC) § 25.192(h). GCEC's Application seeks an interim adjustment to the previously approved transmission cost of service and wholesale transmission rate due to transmission investment in excess of the level currently authorized in rates. If approved, GCEC's total rate base will increase by \$3,829,923, resulting in a total interim transmission cost of service revenue requirement increase of \$558,010 above the level currently in rates. GCEC's interim wholesale transmission rate will increase to \$0.025529 per kilowatt. GCEC has requested that the proposed transmission rate be implemented as soon as possible.

Because the Application requests a revision to GCEC's wholesale transmission rate to reflect changes in its invested capital, affected customers include all distribution service providers who pay wholesale transmission charges pursuant to 16 TAC § 25.192.

A complete copy of GCEC's Application is available at the offices of McGinnis Lochridge, LLP, 600 Congress Ave., Suite 2100, Austin, Texas 78701.

Persons who wish to intervene in or comment upon these proceedings should notify the Public Utility Commission of Texas as soon as possible, as an intervention deadline will be imposed. 16 TAC § 25.192(h)(4)(A) establishes an intervention deadline of 21 days from the date service of notice is completed. A request to intervene or for further information should be made to the Public Utility Commission of Texas, P.O. Box 13326, Austin, Texas 78711-3326 and reference Docket No. 51464. Further information may also be obtained by calling the Public Utility Commission at (512) 936-7120 or (888) 782-8477. Hearing- and speech-impaired individuals with text telephones (TTY) may contact the commission at (512) 936-7136.

Grayson-Collin Electric Cooperative, Inc.



Chris Felan
Vice President
Rates & Regulatory Affairs

October 29, 2020

City Official

Re: Rider GCR - Rate Filing under Docket No. 10170

Enclosed is Atmos Energy Corp., Mid-Tex Division's Statement of Rider GCR applicable for the November 2020 billing periods. This Statement details the gas cost component of the residential, commercial, and industrial sales rates for customers within your city. This filing is for informative purposes only and no action is required on your city's part.

Should you have any questions, please let me know.

Sincerely,

Chris Felan
Vice President, Rates and Regulatory Affairs
Atmos Energy, Mid-Tex Division

Attachment

ATMOS ENERGY CORPORATION
MID-TEX DIVISION
STATEMENT OF RIDER GCR
November, 2020
PREPARED IN ACCORDANCE WITH
GAS UTILITIES DOCKET NO. 10170

Part (a) - Mid-Tex Commodity Costs

Line	(a)	(b)
1	Estimated Gas Cost per Unit:	\$0.14675
2	Estimated City Gate Deliveries:	131,329,820
3	Estimated Gas Cost:	<u>\$19,272,651</u>
4	Lost and Unaccounted For Gas %	2.5932%
5	Estimated Lost and Unaccounted for Gas	\$499,778
6	Total Estimated City Gate Gas Cost:	<u>\$19,772,429</u>
7	Estimated Sales Volume:	<u>89,874,670</u>
8	Estimated Gas Cost Factor - (EGCF)	<u>0.22000</u>
9	Reconciliation Factor - (RF):	(0.01230)
10	Taxes (TXS):	0.00000
11	Adjustment - (ADJ):	0.00000
12	Gas Cost Recovery Factor - (GCRF)	<u>0.20770 per Ccf</u>

Part (b) - Pipeline Services Costs

Line	(a)	(b)	(c)	(d)	(e)
			Rate R - Residential	Rate C - Commercial	Rate I - Industrial Service Rate T - Transportation ¹
	Fixed Costs				
13	Fixed Costs Allocation Factors [Set by GUD 10170]	100.0000%	64.3027%	30.5476%	5.1497%
14	a. Current Month Fixed Costs of Pipeline Services	\$39,207,532	25,210,859	11,976,654	2,020,019
15	b. Plus: Second Prior Month Recovery Adjustment	\$0	\$0	\$0	\$0
16	Net Fixed Costs	<u>\$39,207,532</u>	<u>\$25,210,859</u>	<u>\$11,976,654</u>	<u>\$2,020,019</u>
	Commodity Costs				
17	a. Estimated Commodity Cost of Pipeline Services	\$565,996	266,099	164,494	135,403
18	b. Plus: Second Prior Month Recovery Adjustment	\$0	\$0	\$0	\$0
19	Net Commodity Cost of Pipeline Services	<u>\$565,996</u>	<u>\$266,099</u>	<u>\$164,494</u>	<u>\$135,403</u>
20	Total Estimated Pipeline Costs (Line 16 + Line 19)	\$39,773,528	\$25,476,958	\$12,141,148	\$2,155,422
21	Estimated Billed Volumes		64,877,656 Ccf	44,164,094 Ccf	4,628,755 MMBtu
22	Pipeline Cost Factor (PCF) [Line 20 / Line 21]		0.39270 Ccf	0.27490 Ccf	\$0.4657 MMBtu
23	Gas Cost Recovery Factor - (GCRF) [Line 12]		0.20770 Ccf	0.20770 Ccf	\$2.0283 MMBtu
24	Rider GCR		<u>0.60040 Ccf</u>	<u>0.48260 Ccf</u>	<u>\$2.4940 MMBtu</u>
25			<u>0.60040 Ccf</u>	<u>0.48260 Ccf</u>	<u>\$0.4657 MMBtu</u>

¹ Industrial Service and Transportation are reported in MMBtu. An MMBtu conversion factor of .1024 is used to convert from Ccf.



AMENDED NOTICE OF RATE CHANGE REQUEST

On October 27, 2020, Grayson-Collin Electric Cooperative, Inc. (GCEC) filed its Application for Interim Update of Wholesale Transmission Rates pursuant to 16 Texas Administrative Code (TAC) § 25.192(h) (Application). On November 2, 2020, GCEC filed an amendment to its Application, which seeks an interim adjustment to the previously approved transmission cost of service and wholesale transmission rate due to transmission investment in excess of the level currently authorized in rates. If approved, GCEC's total rate base will increase by \$1,976,425, resulting in a total interim transmission cost of service revenue requirement increase of \$359,213 above the level currently in rates. GCEC's interim wholesale transmission rate will increase to \$0.022728 per kilowatt. GCEC has requested that the proposed transmission rate be implemented as soon as possible.

Because the Application, as amended, requests a revision to GCEC's wholesale transmission rate to reflect changes in its invested capital, affected customers include all distribution service providers who pay wholesale transmission charges pursuant to 16 TAC § 25.192.

A complete copy of GCEC's Application, as amended, is available at the offices of McGinnis Lochridge, LLP, 600 Congress Ave., Suite 2100, Austin, Texas 78701.

Persons who wish to intervene in or comment upon these proceedings should notify the Public Utility Commission of Texas as soon as possible, as an intervention deadline of November 17, 2020, has been imposed in Order No. 1. A request to intervene or for further information should be made to the Public Utility Commission of Texas, P.O. Box 13326, Austin, Texas 78711-3326 and reference Docket No. 51464. Further information may also be obtained by calling the Public Utility Commission at (512) 936-7120 or (888) 782-8477. Hearing- and speech-impaired individuals with text telephones (TTY) may contact the commission at (512) 936-7136.

Grayson-Collin Electric Cooperative, Inc.

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