

**NOTICE OF SPECIAL JOINT MEETING OF THE GOVERNING BODY
OF THE CITY OF LAMPASAS, TEXAS WITH LAMPASAS ECONOMIC DEVELOPMENT
CORPORATION BOARD OF THE CITY OF LAMPASAS
CITY COUNCIL CHAMBERS
405 SOUTH MAIN STREET
Tuesday, September 3, 2019
5:30 p.m. Special Session**

Notice is hereby given that a special session of the City Council of the City of Lampasas, Texas will be held on Tuesday, September 3, 2019 in the City Council Chambers located at 405 South Main 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).

**PUBLIC HEARING
5:30 P.M.**

- I. Call to order Public Hearing
- II. This is the second Public Hearing concerning the proposed tax rate upon all property subject to taxation within the City of Lampasas, Texas for the 2019 tax year for the use and support of the Municipal Government of the City of Lampasas for the fiscal year beginning October 1, 2019 and ending September 30, 2020; apportioning said levy among the various funds and items for which revenue must be raised including providing a sinking fund for the retirement of the bonded debt of the City, and establishing an effective date.
- III. Adjourn Public Hearing and convene into Joint Session

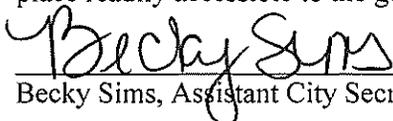
JOINT SESSION

- IV. Discussion regarding Technology Infrastructure with Lampasas Economic Development Corporation
- V. Adjourn Joint Session and convene into Regular Session

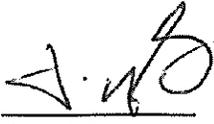
REGULAR SESSION

- VI. Discussion and possible action regarding the award of contract for flatwork and accessibility ramp at the 1931 Roy L Thomas Old City Hall Building.
- VII. Adjourn

I, Becky Sims, Assistant City Secretary of the City of Lampasas, Texas, do hereby certify that this Notice of Public Hearing 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 30th day of August, 2019 at 2:30pm.


Becky Sims, Assistant City Secretary

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City ManagerITEM NO. 11

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

Subject:

Public Hearing concerning the Proposed Tax Rate upon all property subject to taxation within the City of Lampasas, Texas for the 2019 tax year for the use and support of the Municipal Government of the City of Lampasas for the Fiscal Year beginning October 1, 2019 and ending September 30, 2020; Apportioning said levy among the various funds and items for which revenue must be raised including providing a sinking fund for the retirement of the bonded debt of the City, and establishing an effective date.

Requested By: Yvonne Moreno, Finance Director

Submitted By: Yvonne Moreno, Finance Director

Date Submitted: August 22, 2019 For the Agenda of: September 3, 2019

Procurement and Funding Statement:

N/A

Attachments: Ordinance

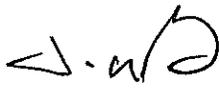
Summary Statement:

Please open the City Council meeting at this time to hold a Public Hearing on the 2019 tax year proposed property tax rate. Because the proposed rate will exceed the rollback rate, adjusted for sales tax, or the effective tax rate, (whichever is lower), this public hearing must be held on the proposed tax rate. The proposed tax rate is a total rate of **\$0.420000** per \$100 valuation. Of this total rate, **\$0.085798** will be the 2019 debt tax rate and **\$0.334202** will be for the operations and maintenance of the General Fund of the City of Lampasas. **Per State Requirements, the governing body must announce at each hearing: The proposed date, time, and place of the meeting at which the City Council will vote on the tax rate. The meeting for the City Council to adopt the proposed tax rate will be Monday, September 9, 2019 at 7:00 pm at the City Council Chambers located at 405 S. Main Street, Lampasas, Texas.**

Recommendation:

Please announce, "The meeting to vote on the tax rate is scheduled for Monday, September 9, 2019 at 7:00pm at the City Council Chambers located at 405 S Main Street, Lampasas, Texas."

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City ManagerITEM NO. IV

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

Subject:

Discussion regarding Technology Infrastructure

Requested By: Finley deGraffenried, City Manager

Submitted By: Finley deGraffenried, City Manager

Date Submitted: August 30, 2019

For the Agenda of: September 3, 2019

Procurement and Funding Statement:

N/A

Attachments:

Summary Statement:

Meeting was called at the request of Council to discuss potential next steps in deployment of a fiber optic network to ultimately improve customer service, speed, reliability and redundancy of internet services. Staff offers the following topics for discussion between the Board and Council:

1. Current Project Pro-Forma.
2. Proposed or likely business models.
3. Summary of discussions with funders and possible ISP's.
4. Status of backbone connection.
5. Possible next steps-
 - Make ready assessment Fiber Ring @ approx. \$75.00 per pole.
 - Review funding options.
 - Site identification- equipment hubs.
 - Development of RFP for 288 count fiber ring installation, splicing and equipment.
 - Negotiation and finalize contract for switching and backbone connection.
6. Possible implementation steps-
 - Development of RFP for fiber installation, splicing and equipment- corridors, anchors, city facilities
 - RFP for ISP's including performance, pricing, service plans, marketing and promotion plans.
 - Selection of ISP's based on ability to perform.

Recommendation:

Discussion and direction only

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City ManagerITEM NO. VI

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

Subject:

Discussion and possible action regarding award of contract for flatwork and accessibility ramp at the 1931 Roy L Thomas Old City Hall Building.

Requested By: Finley deGraffenried, City Manager

Submitted By: Finley deGraffenried, City Manager

Date Submitted: August 20, 2019

For the Agenda of: September 3, 2019

Procurement and Funding Statement:

The project will be funded from Fund 68

Attachments: Draft Contract

Summary Statement:

After several designs and review by the Project Accessibility Consultant, the attached plan was distributed for quotation. Bidders were asked to prepare pricing based on 6"depth, #4 on 12", for driveways; and 4"depth, #3 on 12", for sidewalks. Bidders were advised the City would provide demo, haul off and base material. Bidders were advised to not include demo and haul off or to itemize the cost.

Recommendation:

To consider a motion to approve flatwork contract with ASJ Construction in the amount of \$8,184.00 under terms in the attached draft contract, and further, that the City Manager be authorized to increase the contract amount 25% for additional repair adjacent to Old City Hall.

Old City Hall
Flatwork Quotes

Canales-Dibble		M W Hail		ASJ Const	
Flatwork	Demo	Flatwork	Demo	Flatwork	Demo
\$16,866.00		\$25,850.00		\$8,184.00	

Bidding Requirements, Contract Forms & Conditions of the Contract Agreement (Small Projects) ~~Workshops~~

CITY OF LAMPASAS

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THE STATE OF TEXAS

KNOW ALL BY THESE PRESENTS:

COUNTY OF LAMPASAS

THIS AGREEMENT is made and entered into on this ___ day of _____, 2019, by and between the City of Lampasas, Texas, a city with its principal offices located at 312 East Third Street, Lampasas County, Texas, 76550 (hereinafter referred to as "OWNER"), and with principal offices located at _____, (hereinafter referred to as "CONTRACTOR").

That, for and in consideration of the mutual terms, conditions and covenants of this AGREEMENT and the accompanying documents between OWNER and CONTRACTOR and for and in consideration of payments as set forth therein, CONTRACTOR hereby agrees to commence and complete the following PROJECT:

Flatwork/Concrete installed and in place per Place Designers, Inc. plan and elevations. Drive and parking area to be poured to minimum 6" depth reinforced with #4 rebar at 12"; sidewalks shall be poured at minimum 4" depth reinforced with #3 rebar at 12". Existing walks to be excavated and poured, to the extent necessary, to match new flatwork with no greater than 8% ramp and 2% cross-ramp. New curb and gutter to be matched to existing to the extent necessary. City of Lampasas to demo existing flatwork and haul off spoils and debris. City to provide rough excavation, Contractor to provide finish excavation. City to provide base material to be placed and compacted by Contractor at an estimated depth of 12". Contractor shall call for all inspections and City shall verify elevations prior to installation of concrete.

together with any and all extra work, as requested and/or required by and approved by OWNER, in the total amount of _____ (amount expressed in numerals) _____ (amount expressed in words)

CONTRACTOR'S RESPONSIBILITIES

1. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.
2. The CONTRACTOR hereby agrees to commence Work within ten (10) calendar days following the date contained in the Notice to Proceed issued by Owner, and Contractor hereby agrees to substantially complete same within thirty (30) calendar days after the date contained in the Notice to Proceed. "Substantially complete" is defined as the time that the Work, or designated portions thereof, has progressed to the point such that all parts of the Work under consideration are fully operational and OWNER can fully occupy or utilize the Work, for Owner's intended purpose.
3. CONTRACTOR's failure to perform any term or condition of this AGREEMENT as a result of conditions beyond its control such as, but not limited to, war, strikes, flood, or other action, or the weather/ the elements unforeseeable in the prosecution of the Work ("force majeure") shall not be deemed a breach of this AGREEMENT. However, unless otherwise specified, all loss, damage or suspension of Work arising out of a force majeure shall be sustained and borne by the CONTRACTOR at its own cost and expense.

4. CONTRACTOR and OWNER recognize that time is of the essence of this AGREEMENT and that OWNER will suffer financial loss if the Work is not completed in the specified time frame. OWNER and CONTRACTOR agree to require payment of Stipulated Damages for non-force majeure delays, in the amount of \$100.00 per day. The Stipulated Damages, which is payment for damages, and not a penalty of any type, are intended to compensate the OWNER solely for failure to meet the particular terms of the AGREEMENT and shall not excuse the CONTRACTOR from liability from any other breach of the AGREEMENT.

5. The CONTRACTOR shall comply with all applicable laws and regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection.

6. The CONTRACTOR warrants and guarantees to the OWNER that all Work will be performed in a good and workmanlike manner in accordance with the AGREEMENT and will not be defective.

7. The CONTRACTOR shall be fully responsible to the OWNER for all acts and omissions of all Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with the CONTRACTOR, just as the CONTRACTOR is responsible for the CONTRACTOR'S own acts and omissions. Nothing in the AGREEMENT shall create for the benefit of any such Subcontractor, Supplier or other person or organization any contractual relationship between the OWNER and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of the OWNER to pay or to see to the payment of any amounts due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by laws and regulations.

8. The CONTRACTOR shall procure and maintain at his sole cost and expense for the duration of the AGREEMENT insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR, his agents, representatives, volunteers, employees or subcontractors. The CONTRACTOR shall include all subcontractors as additional insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein. Certificates of Insurance and endorsements shall be furnished to the OWNER and approved by the OWNER before work commences. The standard insurance policies required may include but are not limited to: General Liability, Automobile Liability, Workers' Compensation Policy, Builder's Risk, and Professional Liability.

9. The CONTRACTOR shall unconditionally defend, indemnify and hold harmless the OWNER and its respective officers, directors, partners, employees, agents and other consultants and any of them from and against all claims, costs, liabilities, losses, damages, costs and expenses (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or other dispute resolution costs) arising out of or resulting from the performance of the Work.

OWNER'S RESPONSIBILITIES

1. The OWNER will not supervise, direct, control or have authority over or be responsible for the CONTRACTOR'S means, methods, techniques, sequences or procedures of construction or the safety precautions and programs incident thereto.

2. The OWNER is not responsible for any failure of the CONTRACTOR to comply with laws and regulations applicable to furnishing or performing the Work. Failure or omission of the OWNER to discover, or object to or condemn any defective Work or material shall not release the CONTRACTOR from the obligation to properly and fully perform the Contract.

3. Without invalidating the Contract and without notice to any surety, the OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work.

4. Upon seven (7) calendar days' Written Notice to the CONTRACTOR, the OWNER shall not regard to cause, fault, or breach and without prejudice to any right or remedy of the OWNER, elect to terminate the AGREEMENT for Convenience effective immediately. In such case, OWNER shall pay as the sole amount due to the CONTRACTOR in connection with the PROJECT.

MISCELLANEOUS

1. **Venue.** In the event of any suit at law or in equity involving the AGREEMENT, venue shall be in Lampasas County, Texas and the laws of the State of Texas shall apply to Contract interpretation and enforcement.

2. **Extent of Agreement.** This AGREEMENT represents the entire and integrated agreement between the OWNER and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

3. **Cumulative Remedies.** The rights and remedies available to the parties are not to be construed in any way as a limitation of any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations, by special warranty or guarantees or by other provisions of the AGREEMENT, and the provisions of this paragraph will be as effective as if repeated specifically in the AGREEMENT in connection with each particular duty, obligation, right and remedy to which they apply.

4. **No Liens.** CONTRACTOR agrees that neither CONTRACTOR nor any sub-contractors employed by CONTRACTOR shall file or cause to be filed any liens ,or lien type obligations, against PROJECT for any labor, services or materials furnished in relation to the Work.

5. **Severability.** If any word, phrase, clause, sentence or provision of the AGREEMENT, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, invalid or unenforceable, that finding shall only effect such word, phrase, clause, sentence or provision, and such finding shall not effect the remaining portions of this AGREEMENT; this being the intent of the parties in entering into the AGREEMENT; and all provisions of the AGREEMENT are declared to be severable for this purpose.

6. **Waiver of any breach of this AGREEMENT shall not constitute waiver of any subsequent breach.**

7. OWNER agrees to pay CONTRACTOR from available funds for satisfactory performance of this AGREEMENT in accordance with the bid or proposal submitted, subject to proper additions and deductions, and OWNER agrees to make payments on account thereof as provided therein. Lack of funds shall render this AGREEMENT null and void to the extent funds are not available.

8. Although drawn by OWNER, both parties hereto expressly agree and assert that in the event of any dispute over its meaning or application, this AGREEMENT shall be interpreted reasonably and fairly, and neither more strongly for nor against either party.

IN WITNESS WHEREOF, both parties have caused this AGREEMENT to be signed in their respective corporate names by duly authorized representatives, and the parties hereby bind themselves, their successors and assigns for the faithful and full performance of the terms and provisions hereof.

EXECUTED on the latest date of the signatories indicated below:

OWNER:

CONTRACTOR:

By: _____

By: _____

City Manager, City of Lampasas

Title

Printed Name: _____

Printed Name: _____

Date Signed: _____, 20__

Date Signed: _____, 20__

ATTEST:

By:
City Secretary, City of Lampasas

ASJ Construction, LLC

1204 WEST 3RD LAMPASAS, TX 76550

TEL: 512-734-2185



PROPOSAL

DATE: 8/23/2019

TO: Becky Simms

PROJECT NAME: MUNICIPAL COURT DRIVEWAY

WE HEREBY PROPOSE TO FURNISH LABOR COMPLETE IN ACCORDANCE WITH THE SPECIFICATIONS BELOW.

DESCRIPTION: DEMOLISH EXISTING PARKING AREA, GRADE AREA FOR ADA REQUIREMENTS, PLACE NEW CONCRETE ALONG WITH STRIPING

Demo and excavation = \$7224.60

Place new concrete = \$7,704.00

Striping= \$480.00

EXCLUSIONS- ANY ITEM NOT SPECIFICALLY LISTED ABOVE-WEEKEND WORK-BONDING

This proposals price and terms:

material and labor in accordance with the above specifications for the sum of \$15,408.60

If there are any questions regarding this proposal, please advise. If you agree to the proposed work above please sign and date.

ASJ Construction, LLC

1204 WEST 3RD LAMPASAS, TX 76550

TEL: 512-734-2185



SIGNATURE

DATE

Canales - **D**ibble **C**ontractors, Inc.

P. O. Box 789
Lampasas, Texas 76550

(512) 556-5508
Fax (512) 556-8472

*****BID PROPOSAL*****

Date: August 19, 2019
To: City of Lampasas
312 East Third
Lampasas, Texas 76550
Attn: Finley DeGraffenried
Re: Concrete Sitework
New City Hall, Lampasas, Texas

We hereby propose to furnish all labor, material, tools, equipment and supervision to perform the following as per drawing and as discussed:

Installation of steel reinforced driveway with handicap parking, handicap ramps and sidewalks

For a Total Price of\$ 16,866.00
=====

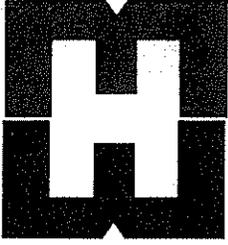
Exclusions:
-All haul off and base to be provided by owner
-All sales tax, permits & fees

Thank you,

Canales-Dibble Contractors, Inc.

/s/

Russell S. Dibble
Estimator



M.W. HAN, 2019
CONSTRUCTION, INC.

Mr. Finley Degraffenried
312 East Third
Lampasas, Texas 76550

RE: ADA Concrete at Old City Hall on South Main Street

We are pleased to provide a proposal for the above referenced project. The base proposal amount is **Twenty-Five Thousand Eight Hundred Fifty Dollars (\$ 25,850.00)**. This proposal is valid until accepted in a written contract containing mutually acceptable terms and conditions or until 30 days from the date of this proposal, whichever comes first. Pricing is based on drawings dated 8-5-2019 from Place Designers Inc.

No sales tax

We acknowledge 0 addenda.

The following is included in our base bid amount:

- Project lay out
- Project supervision
- Saw cut asphalt and concrete for demo
- Demo and remove existing concrete and dirt to sub-grade by City
- Excavate to sub grade and remove spoils
- Compact sub grade
- Place 18-inch base material and compact Furnished by City
- Place reinforcing steel
- #3 rebar in 4" slab 12" on center in walks
- #4 rebar in 6" slab 12" on center in drive
- 3000 PSI regular concrete
- Expansion joints at all existing structures
- Additional expansion joints per ACI
- Caulk all expansion joints
- 2 Car stops
- ADA Striping per plans
- Work Based on Plans by Place dated 8/5/2019

- ***Owner to approve all grades before final placement of concrete***
- Workers Compensation and General Liability
- Final Clean up as related to this scope of work
- ***NOTE THAT THE GROUND MOVMENT CAN BE UP TO 2" IN THIS AREA***

Exclusions:

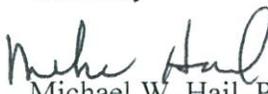
- Testing and Permits
- Reworking concrete at existing double doors/ threshold
- Patching Asphalt between new curb and street
- Rock Excavation
- Utilities lines/water/sewer/electric/sprinkler sleeves/etc.
- Signage or lane closures
- Location or relocation of existing utilities
- Temporary structures
- Mass excavation
- SWPPP and erosion control
- Colored, stained and stamped concrete
- Wash out box/container
- Bonding
- Liquidated damages
- Night/weekend work

Qualifications:

- Adequate access to be provided for trucks, equipment and or concrete trucks.
- 40-hour work week is included in the base bid. Any and all overtime will be an additional charge.
- A safe working environment according to OSHA requirements.
- Price is based on ONE mobilization. Any additional mobilizations will be at a rate of \$1,500.00.

Should you have any questions regarding our proposal please feel free to contact me at your earliest convenience.

Sincerely


 Michael W. Hail, President
 MW Hail Construction INC.

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