

**NOTICE OF REGULAR MEETING OF THE GOVERNING BODY  
OF THE CITY OF LAMPASAS, TEXAS  
CITY COUNCIL CHAMBERS  
405 SOUTH MAIN STREET  
Monday June 10, 2019  
5:30 p.m. Workshop Session  
7:00 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, June 10, 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).

**WORKSHOP SESSION  
5:30 P.M.**

1. Call to order Workshop Session
2. CIP Presentation *(pgs. 5-6)*
3. Library Park Project *(pgs. 7-8)*
4. Discussion regarding any item on the regular agenda
5. Adjourn Workshop Session

**REGULAR SESSION  
7:00 P.M.**

**ANNOUNCEMENTS**

- A. Call to Order
- B. Invocation and Pledge of Allegiance
- C. Presentations and Proclamations

	<b>PUBLIC HEARINGS/CITIZEN COMMENTS</b>	<b>PAGES</b>
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	Public Hearing to receive citizen input regarding a request to abandon or close a street, alley and/or a public right-of-way, or a portion thereof, which is described as the area between lots 1-3 and lots 6-8 in Block 19 of Division A, commonly known as 906 East Avenue B	9-12
1.3	Public Hearing to receive citizen input regarding a request to consider a Final Plat for Willis Street Subdivision, a subdivision of 6.42 acres, part of outlot 21, LHW Johnson Survey, Abstract No. 419, City and County of Lampasas, Texas.	13-14
1.4	Public Hearing to receive citizen input regarding a request to consider a Final Plat for Meyer Addition in the City of Lampasas, 12.71 acres, part of the John Burleson Survey, Abstract No. 42; commonly known at 1275 S. Western Avenue.	15-16

1.5	Public Hearing to receive citizen input regarding a request to rezone 4.03 acres of real property recently annexed into the City's Corporate Limits, from Agricultural District "AG" to Commercial "C"	17-20
2.0	MINUTES	PAGES
2.1	Discussion and possible action concerning approval of minutes of the Regular Meeting on May 28, 2019	21-32
3.0	CONSENT AGENDA	PAGES
3.1	Discussion and possible action regarding purchases and charges in excess of \$4,000 from May 1, 2019-May 31, 2019	33-38
3.2	Discussion and possible action regarding the second reading of an Ordinance adopting a Water Conservation and Drought Contingency Plan for the City of Lampasas to promote responsible use of water and establishing criteria for the initiation and termination of drought response stages including restrictions and providing for penalties and/or severability and effective date.	39-42
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"> <li>• Fire Chief</li> <li>• Appraisal District</li> <li>• 4<sup>th</sup> Street Church</li> <li>• Manganese</li> <li>• Town Hall</li> <li>• LAFTA/City Hall</li> </ul>	43-52
5.2	MAYOR'S COMMENTS	N/A
6.0	UNFINISHED BUSINESS	N/A
7.0	NEW BUSINESS	PAGES
7.1	Discussion and possible action regarding the composition and neighborhood representation for a Comprehensive Plan Advisory Committee and focus group roster for stakeholder meetings.	53-56
7.2	Discussion and possible action regarding renewal of Lease Agreement with Hill Country Community Action regarding the Senior Service Center located at 500 East 8 <sup>th</sup> Street.	57-74
7.3	Discussion and possible action regarding consent for Salvation Army to use the City of Lampasas property under lease to Hill Country Community Action ("HCCAA") Community	75-78
7.4	Discussion and possible action regarding the renewal franchise agreement between the City of Lampasas and Acadian Ambulance Service.	79-100
7.5	Discussion and possible action regarding the first reading of an Ordinance to abandon or close a street, alley and/or a public right-of-way, or a portion thereof, which is described as the area between lots 1-3 and lots 6-8 in Block 19 of Division A, commonly known as 906 East Avenue B	101-102
7.6	Discussion and possible action regarding a request to consider a Final Plat for Willis Street Subdivision, a subdivision of 6.42 acres, part of outlot 21, LHW Johnson Survey, Abstract No. 419, City and County of Lampasas, Texas.	103-104

7.7	Discussion and possible action regarding a request to consider a Final Plat for Meyer Addition in the City of Lampasas, 12.71 acres, part of the John Burleson Survey, Abstract No. 42; commonly known at 1275 S. Western Avenue.	105-106
7.8	Discussion and possible action regarding the first reading of an Ordinance to rezone 4.03 acres of real property recently annexed into the City's Corporate Limits, from Agricultural District "AG" to Commercial 'C'	107-108
7.9	Discussion and possible action regarding services agreement between the City of Lampasas and Texas Goat Green Grazers LLC to provide vegetation management with the use of goats to graze down Sulphur Creek in the amount of \$7,377.75.	109-124
7.10	Discussion and possible action to select and announce possible winner of website photo contest.	125-134
7.11	Discussion and possible action regarding the award of bid for the City Hall parking lot flat work including islands, aprons, and sidewalk repair in the amount of \$22,295.00	135-136
7.12	Discussion and possible action regarding the award of bid for the City Hall parking lot paving and striping in the amount of \$44,990.32	137-140
7.13	Discussion and approval of a Resolution of the City Council of the City of Lampasas, Texas committing matching necessary funds for a Texas Community Development Block Grant Program Application to the Texas Department of Agriculture for the Fire, Ambulance, and Services Truck Fund.	141-142
7.14	Discussion and possible action for financial participation in the Library Park Project and direction to Staff for further investigation and bid solicitation.	143-144

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:

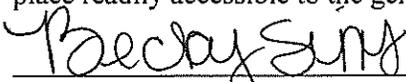
8.0	EXECUTIVE SESSION ITEMS
8.1	Section 551.086 (Relating to the authority of public power utility governing bodies to deliberate regarding competitive matters) – Utilities
8.2	Adjourn Executive Session and reconvene Regular Session

**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 7 day of June 2019 at 2:10pm



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**

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**Subject:**

Discussion regarding Capital Improvement Projects (CIP) Presentation

Requested By: Finley deGraffenried, City Manager

Submitted By: Gary Cox, Assistant City Manager

Date Submitted: June 5, 2019

For the Agenda of: June 10, 2019

**Procurement and Funding Statement:**

N/A

Attachments: CIP Presentation

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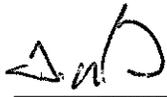
**Summary Statement:**

This item is placed on the workshop agenda to provide the opportunity for review and discussion of the CIP report for 2020-2024. Members of the committee will be in attendance to provide comment and insight.

**Recommendation:**

Discussion Only

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**City Manager**ITEM NO. Workshop-3

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

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**Subject:**

Discussion regarding Library Park Project

Requested By: Finley deGraffenried, City Manager

Submitted By: Finley deGraffenried, City Manager

Date Submitted: June 5, 2019

For the Agenda of: June 10, 2019

**Procurement and Funding Statement:**

Council may consider additional funding based on the requested scope, however; additional expenses would either be allocated from the Street Department budget or through fund balance/ budget amendment.

Attachments:

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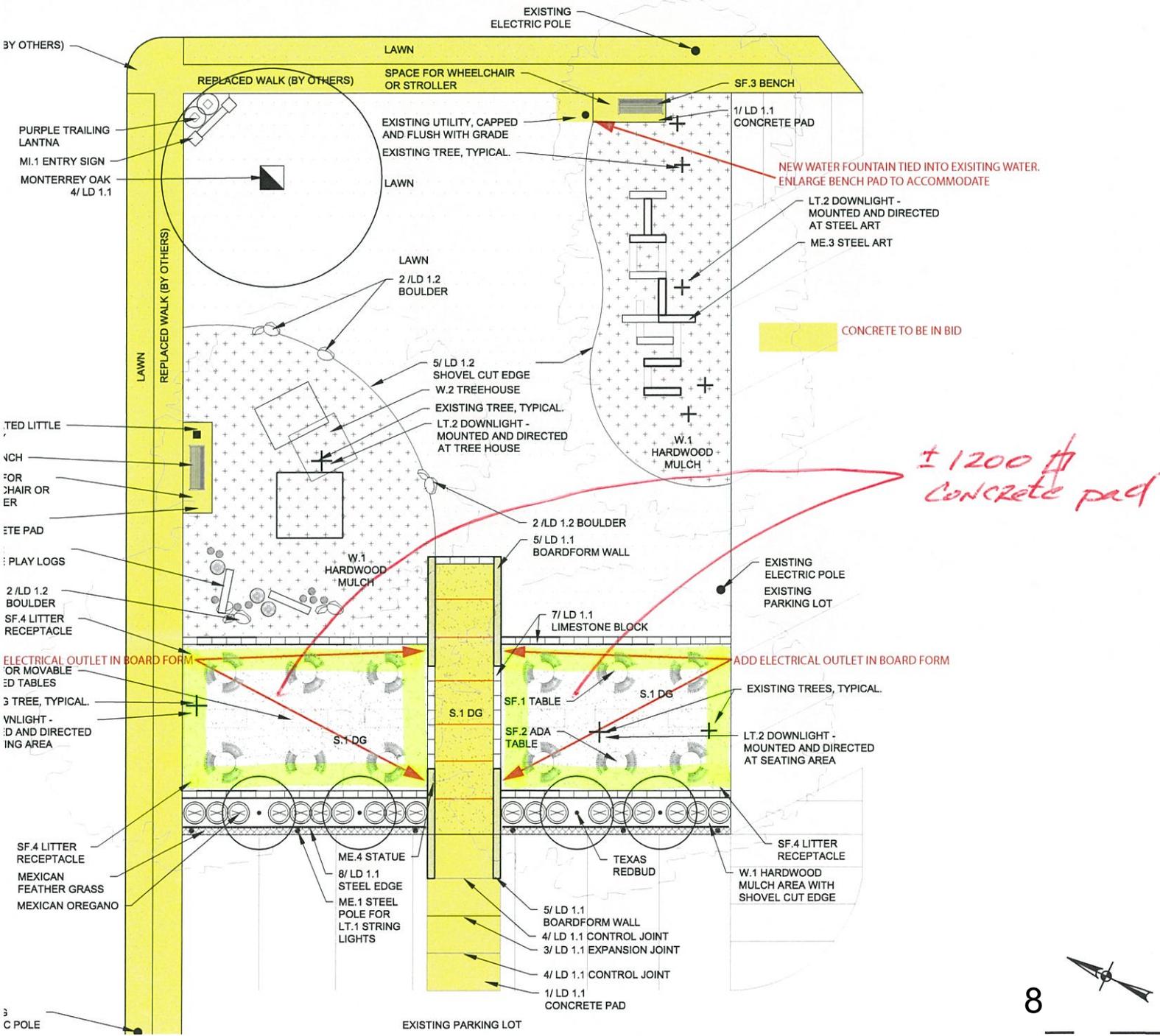
**Summary Statement:**

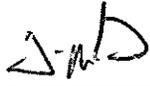
On May 31, 2019 Staff met with representatives from the Library Board and Foundation regarding the Library Park Project and the City's participation. Council had previously approved the removal of sidewalks and installation of the new flatwork, ramps and park entrance. Library representatives have now also inquired if the City can include, either as a reimbursable item or a City funded item, the board form walls, bench pads, and approximately 1200 square feet of concrete sitting/programming space as indicated on the attachment. Library representatives will be in attendance to review the project and answer questions.

**Recommendation:**

Discussion Only

SYMBOL	ITEM	SIZE INFORMATION	CONTAINER INFORMATION	REMARKS
TREES				
	MONTERREY OAK   QUERCUS POLYMORPHA	3" CAL. 10-12' HT.	CONTAINER GROWN	SINGLE TRUNK, STRONG CENTRAL LEADER, FULL AND UNIFORM CANOPY. CONTRACTOR TO SUBMIT PHOTOS FOR OWNER APPROVAL
	TEXAS REDBUD   CERCIS CANADENSIS VAR. TEXENSIS	3" CAL. 7' HT.	CONTAINER GROWN	SINGLE TRUNK, STRONG CENTRAL LEADER, FULL AND UNIFORM CANOPY. CONTRACTOR TO SUBMIT PHOTOS FOR OWNER APPROVAL
SHRUBS/ ORNAMENTAL GRASSES				
	MEXICAN FEATHER GRASS   NASSELLA TENUISSIMA	12" HT. 12" SPRD.	3 GALLON	-FULL AND UNIFORM IN CONTAINER. PLANT 12" O.C. -CONTRACTOR TO SUBMIT PRODUCT DATA FOR OWNER APPROVAL PRIOR TO CONSTRUCTION
	PURPLE TRAILING LANTANA   LANTANA SELLOWIANA	12" HT. 18" SPRD.	3 GALLON	-FULL AND UNIFORM IN CONTAINER. PLANT AS SHOWN. -CONTRACTOR TO SUBMIT PRODUCT DATA FOR OWNER APPROVAL PRIOR TO CONSTRUCTION
	MEXICAN OREGANO   POLIOMINTHA LONGIFLORA	24" HT. 24" SPRD.	5 GALLON	-FULL AND UNIFORM IN CONTAINER. PLANT AS SHOWN. -CONTRACTOR TO SUBMIT PRODUCT DATA FOR OWNER APPROVAL PRIOR TO CONSTRUCTION
LAWN				
	CELEBRATION BERMUDA   CYNODON DACTYLON 'CELEBRATION'	HYDROMULCH	N/A	-EXISTING LAWN TO REMAIN -ALL DISTURBED GRADE TO BE RE-ESTABLISHED WITH BERMUDA HYDROMULCH



  
City Manager

ITEM NO. 1.2

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

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**Subject:**

Public Hearing to receive citizen input regarding a request to abandon or close a street, alley and/or a public right-of-way, or a portion thereof, which is described as the area between lots 1-3 and lots 6-8 in Block 19 of Division A, commonly known as 906 East Avenue B

Requested By: Becky Sims, Assistant City Secretary

Submitted By: Becky Sims, Assistant City Secretary

Date Submitted: June 5, 2019

For the Agenda of: June 10, 2019

**Procurement and Funding Statement:**

N/A

Attachments: Staff Report, Application and Ordinance

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**Summary Statement:**

Ron Farr is requesting to vacate, abandon or close a street, alley and/or public right-of-way, or a portion thereof, that is described as the area between lots 1-3 and lots 6-8 in Block 19 of Division A, commonly known as 906 East Avenue B of the City of Lampasas. The request has been made to build new homes; which will require a replat of the above described lots. Mr. Farr does own the lots on both sides of the alley. There is no water, sewer or electric utilities in the alley. Letters were sent to AT&T, Suddenlink and ATMOS Energy. Twenty-One (21) notices were sent to property owners within a 200 foot radius. As of today one notice has been returned in favor of the request. The item was brought before the Planning and Zoning Commission on June 6, 2019. They voted to recommend approval to City Council

**Recommendation:**

Discussion Only

City of Lampasas  
Planning and Zoning  
(Farr Abandonment Request)

Subject Property	The property is described as the area between lots 1-3 and lots 6-8 in Block 19 of Division A, commonly known as 906 East Avenue B
Request	Ron Farr is requesting to vacate, abandon or close a street, alley and/or public right-of-way, or a portion thereof, that is described as the area between lots 1-3 and lots 6-8 in Block 19 of Division A, commonly known as 906 East Avenue B of the City of Lampasas. The request has been made to build new homes; which will require a replat of the above described lots.
Notification	All notifications and publications, as required by Ordinance and Statute, have been made. Staff mailed twenty-one (21) notices to property owners within 200 feet of the applicant's property. Notices were also sent to A T & T, Suddenlink, and ATMOS Energy.
Consideration	Mr. Farr owns the properties on both sides of the alley. There are no water, sewer or electric utilities in the alley that would be affected by the abandonment.

ORDINANCE NO. \_\_\_\_\_

**An Ordinance providing for the Close, Abandon, Vacate and Convey a street, alley and/or a public right-of-way, or a portion thereof, for property being described as the area between lots 1-3 and lots 6-8 in Block 19 of Division A, commonly known as 906 East Avenue B, and the closing of such as a public thoroughfare; authorizing the City Manager to execute a Quit Claim Deed, providing for the terms and conditions of such abandonment, closing and transfer; and, calling a public hearing.**

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WHEREAS, Ron Farr, has requested that the City of Lampasas close, abandon, vacate and convey the street and/or public right-of-way in the town and County of Lampasas, being described as the area between lots 1-3 and lots 6-8 in Block 19 of Division A, commonly known as 906 East Avenue B, as shown on Exhibit "A," attached hereto, and

WHEREAS, written notice of this request for abandonment and a public hearing on same was provided in accordance with State laws; and

WHEREAS, upon considering the request at a public hearing held on June 6, 2019, before the Planning and Zoning Commission, and a second public hearing was held before City Council of the City of Lampasas on June 10, 2019, the City Council now finds that the City and other utilities existing in the area of the street, and/or public right-of-way, will be sufficiently protected.

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

**Part 1:** That the street and/or public right-of-way in the town and County of Lampasas, being described as the area between lots 1-3 and lots 6-8 in Block 19 of Division A, commonly known as 906 East Avenue B is hereby abandoned, vacated and closed insofar as the right or title is concerned.

**Part 2:** That said street and/or public right-of-way is not needed for public purposes, and it is in the public interest of the City of Lampasas to abandon said described street, and/or public right-of-way.

**Part 3:** That the abandonment provided for herein shall extend only to the public right and title in and to the tracts of land described in PART 1 of this Ordinance, and shall be construed only to that interest the governing body of the City of Lampasas may legally and lawfully abandon.

**Part 4:** That the City Manager be authorized to convey the closed, abandoned, and vacated portion of the street as described and to execute any and all documents related to the conveyance.

PASSED AND APPROVED on the First Reading, on this the 10<sup>th</sup> day of June, 2019

PASSED AND ADOPTED on the Second Reading on this the 24<sup>th</sup> day of June, 2019

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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City Manager

ITEM NO. 1.3

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

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**Subject:**

Public Hearing to receive citizen input regarding a request to consider a Final Plat for Willis Street Subdivision, a subdivision of 6.42 acres, part of outlot 21, LHW Johnson Survey, Abstract No. 419, City and County of Lampasas, Texas. B

Requested By: Becky Sims, Assistant City Secretary

Submitted By: Becky Sims, Assistant City Secretary

Date Submitted: June 5, 2019

For the Agenda of: June 10, 2019

**Procurement and Funding Statement:**

N/A

Attachments: Staff Report, Application, Plat

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**Summary Statement:**

Ron Kuker (applicant) Don Kuker (owner) are asking to consider approval, denial or approval with modifications of the Final Plat of Willis Street Subdivision. The proposed development is 6.42 acres and they plan on building 4 homes. The lots meet the zoning requirements for Single Family Residential- 20 "SF-20". The area surrounding the property is zoned Single Family Residential-20 "SF-20", Single Family Residential-10 "SF-8" and Single Family Residential-10 "SF-10". Seventeen (17) letters were sent to property owners within a 200 foot radius. As of today we have received two letters, one for the request and one protesting. City water, sewer and electric are available. The sewer and water will require extensions to get the service to the property line.

The item was brought before the Planning and Zoning Commission on June 6, 2019. They voted to recommend approval to City Council.

**Recommendation:**

Discussion Only

City of Lampasas  
Staff Report (Willis Street Subdivision)  
Final Plat  
Planning and Zoning Board

Subject Property	The property is described as a subdivision of 6.42 acres, part of outlot 21. LHW Johnson survey, Abstract 419, City and County of Lampasas.
Summary	<p>Ron Kuker (applicant) Don Kuker (owner) are asking the Commission to consider approval, denial or approval with modifications of the Final Plat of Willis Street Subdivision. The proposed development is 6.42 acres and they plan on building 4 homes. The lots meet the zoning requirements for Single Family Residential- 20 “SF-20”</p> <p><b><i>Single Family Residential-20 “SF-20”</i></b></p> <p>Minimum Floor Area- 1800 square foot Minimum 2 car covered parking Minimum Lot Size- 20,000 Minimum Lot Width- 110 feet Minimum Lot Depth- 150 feet Front Yard Set Back- 40 feet Side Yard Set Back- 15 feet (Corner 20 feet) Rear Yard Set Back- 10 feet</p>
Characteristics	This property is located within Lampasas City Limits. The 6.42 acres is zoned Single Family Residential-20 “SF-20”. The area surrounding the property is zoned Single Family Residential-20 “SF-20”, Single Family Residential-10 “SF-8” and Single Family Residential-10 “SF-10”. Seventeen (17) letters were sent to property owners within a 200 foot radius.
Utilities	City Water, Sewer and Electric are available. The sewer and water will require extensions to get the service to the property lines.
Attachments	Application, Survey, Plat

  
City Manager

ITEM NO. 1.4

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

**Subject:**

Public Hearing to receive citizen input regarding a request to consider a Final Plat for Meyer Addition in the City of Lampasas, 12.71 acres, part of the John Burlerson Survey, Abstract No. 42; commonly known at 1275 S. Western Avenue.

Requested By: Becky Sims, Assistant City Secretary

Submitted By: Becky Sims, Assistant City Secretary

Date Submitted: June 5, 2019

For the Agenda of: June 10, 2019

**Procurement and Funding Statement:**

N/A

Attachments: Staff Report, Plat

**Summary Statement:**

John Meyer (owner) is asking to consider approval, denial or approval with modifications the Final Plat of Meyer Addition. The proposed development is 12.71 acres and the Final Plat shows Lot 1 as 3.29 acres and Lot 2 as 9.42 acres. The property is zoned Single Family Residential-6 "SF-6". The area surrounding the property is zoned Single Family Residential-6 "SF-6", Commercial "C", Multi-Family Residential-2 "MF-2" and Retail; "R". Fifty one (51) letters were sent to property owners within a 200 foot radius. To date we have received two letters, one approving the request and one protesting.

The primary access to this 12.71 acre tract is from Western Avenue. Mr. Meyer has plans on keeping Lot 1; which is the 3.29 acres and selling the 9.42 acres. Currently there is no access to the 9.42 acres. For future development of the 9.42 acres; the access point from Sunset Drive will have to be engineered to build a substantial road and or drainage structure to access any potential development. With having only one possible access point it will limit development opportunities. Another notable concern is the congestion on Sunset Drive. Staff will be proactive and diligent with any potential development of these 9.42 acres to ensure the impact to the Hillcrest Addition is minimal; while still promoting and encouraging growth in this area.

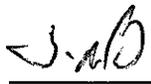
The item was brought before the Planning and Zoning Commission on June 6, 2019. They voted to recommend approval to City Council with the stipulation that the plat notes read that the City of Lampasas is not responsible for egress or ingress to the property.

**Recommendation:**

Discussion Only

City of Lampasas  
Staff Report (Meyer Addition)  
Final Plat  
Planning and Zoning Board

Subject Property	The property is described as a 12.71 acre tract being part of the John Burleson Survey, Abstract No. 42, commonly known as 1275 Western Avenue
Summary	John Meyer (owner) is asking the Commission to consider approval, denial or approval with modifications the Final Plat of Meyer Addition. The proposed development is 12.71 acres and the Final Plat shows Lot 1 as 3.29 acres and Lot 2 as 9.42 acres. The property is zoned Single Family Residential-6 "SF-6"
Characteristics	This property is located within Lampasas City Limits. The 12.71 acres is zoned Single Family Residential-6 "SF-6". The area surrounding the property is zoned Single Family Residential-6 "SF-6", Commercial "C", Multi-Family Residential-2 "MF-2" and Retail; "R". Fifty one (51) letters were sent to property owners within a 200 foot radius.
Comments	The primary access to this 12.71 acre tract is from Western Avenue. Mr. Meyer has plans on keeping Lot 1; which is the 3.29 acres and selling the 9.42 acres. Currently there is no access to the 9.42 acres. For future development of the 9.42 acres; the access point from Sunset Drive will have to be engineered to build a substantial road and or drainage structure to access any potential development. With having only one possible access point it will limit development opportunities. Another notable concern is the congestion on Sunset Drive. Staff will be proactive and diligent with any potential development of these 9.42 acres to ensure the impact to the Hillcrest Addition is minimal; while still promoting and encouraging growth in this area.
Utilities	City Water, Sewer and Electric are available.
Attachments	Plat

  
City Manager

ITEM NO. 1.5

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

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**Subject:**

Public Hearing to receive citizen input regarding a request to rezone 4.03 acres of real property recently annexed into the City's Corporate Limits, from Agricultural District "AG" to Commercial "C"

Requested By: Becky Sims, Assistant City Secretary

Submitted By: Becky Sims, Assistant City Secretary

Date Submitted: June 5, 2019

For the Agenda of: June 10, 2019

**Procurement and Funding Statement:**

N/A

Attachments: Staff Report, Plat, Ordinance

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**Summary Statement:**

Mr. Roy Cockrell's property was recently annexed into the city limits, based on voluntary annexation. The property is located at 2341 S Highway 281, Lampasas, Texas. Upon annexation the property is designated as Agriculture; based on the current use of this property the zoning recommendation would be Commercial "C". Five (5) letters were sent to property owners within a 200 foot radius. As of today one letter was returned approving the request. The 4.03 acres is commonly known as Putters & Gutters Fun Center. The establishment has a bowling alley, skating rink, miniature golf, arcade area, outdoor concert venue and batting cages are under construction. This type of venue would fall under General Commercial Amusement (Indoor), the outdoor recreation would be legal, non-conforming. The outdoor amusement is a permitted use in Commercial Zoning District with a Specific Use Permit.

Any future development of outdoor activities would require a Specific Use Permit. The request would be heard by the Planning and Zoning Commission with their recommendation to City Council.

The item was brought before the Planning and Zoning Commission on June 6, 2019. They voted to recommend approval to City Council

**Recommendation:**

Discussion Only

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE GRANTING A REQUEST TO REZONE PROPERTY, AND ORDERING A CHANGE IN THE CITY OF LAMPASAS' ZONING MAP ACCOMPANYING CHAPTER 90 OF THE LAMPASAS CITY CODE, AS AMENDED, TO SO CHANGE THE ZONING FROM AGRICULTURAL DISTRICT "AG" TO COMMERCIAL "C" FOR PROPERTY DESCRIBED BY EXHIBIT; AND PROVIDING AN EFFECTIVE DATE.**

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**WHEREAS**, the City of Lampasas is requesting to rezone property, and ordering a change in the City of Lampasas' Zoning map accompanying Chapter 90 of the Lampasas City Code, as amended, to change the zoning from Agricultural District "AG" to Commercial "C" for property described by Exhibit "A" attached; and

**WHEREAS**, the Property is currently zoned as Agricultural District "AG", and

**WHEREAS**, pursuant to Section 10.4 of the City's Zoning Ordinance, notice of the rezoning request was given to all property owners located within the described area, and the Planning and Zoning Commission of the City of Lampasas held a public hearing on the rezoning request June 6, 2019; and

**WHEREAS**, after notice and hearing, the Planning and Zoning Commission has recommended approval of the request for rezoning; and

**WHEREAS**, pursuant to Section 10.4 of the City's Zoning Ordinance, notice of the rezoning request was given as required by the ordinance, and the City Council of the City of Lampasas held a public hearing on the rezoning request on June 10, 2019 to consider the request; and

**WHEREAS**, City Council finds that it is in the public interest to approve the rezoning request.

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

Part 1: The property generally located, as shown on the description of property attached to this Ordinance as Exhibit "A", as follows:

Being 4.03 acres of land out of the James Easley Survey, Abstract No. 185, Lampasas County, Texas, and being that Tract I and Tract II described in an Independent Executor's Deed to Roy Taylor, et al, dated March 16, 2011 and recorded in Volume 477, Page 521 of the Deed Records of Lampasas County and which is described in metes and bounds on Exhibit "A" which is attached hereto and made a part hereof for all purposes.

is hereby rezoned from Agricultural District "AG" to Commercial "C".

**Part 2:** The City's staff shall take actions necessary to reflect this revision in City documentation.

**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 ON FIRST READING ON THIS 10<sup>th</sup> DAY of June, 2019.

PASSED AND ADOPTED ON SECOND READING ON THE 24<sup>th</sup> DAY of June, 2019.

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
Misti Talbert, Mayor

\_\_\_\_\_  
Christina Marez, City Secretary

**APPROVED AS TO FORM:**

Jo-Christy Brown  
City Attorney's Signature of Approval Attached on Separate Page.

City of Lampasas  
Staff Report  
Planning and Zoning Board  
Cockrell- Putters & Gutters- Zoning Designation

Subject Property	Being 4.03 acres of land out of the James Easley Survey, Abstract No. 185, Lampasas County, Texas, and being that Tract I and Tract II described in an Independent Executor's Deed to Roy Taylor, et al, dated March 16, 2011 and recorded in Volume 477, Page 521 of the Deed Records of Lampasas County and which is described in metes and bounds on <u>Exhibit "A"</u> which is attached hereto and made a part hereof for all purposes.
Summary	Mr. Roy Cockrell's property was recently annexed into the city limits, based on voluntary annexation. The property is located at 2341 S Highway 281, Lampasas, Texas. Upon annexation the property is designated as Agriculture; based on the current use of this property the zoning recommendation would be Commercial "C". Five (5) letters were sent to property owners within a 200 foot radius.
Characteristics	<p>This property is located within Lampasas City Limits. The 4.03 acres is commonly known as Putters &amp; Gutters Fun Center. The establishment has a bowling alley, skating rink, miniature golf, arcade area, outdoor concert venue and batting cages are under construction. This type of venue would fall under General Commercial Amusement (Indoor), the outdoor recreation would be legal, non-conforming. The outdoor amusement is a permitted use in Commercial Zoning District with a Specific Use Permit.</p> <p><i>Commercial- Amusement (Indoor) is defined as an amusement enterprise that is wholly enclosed within a building who is treated acoustically so that noise generated by the enterprise is not perceptible at the bounding property line, and that provides activities, services, and/or instruction for the entertainment of customers or members, but not including amusement arcades. Uses may include, but are not limited to, the following: bowling alley, skating rink, bingo parlor, martial arts club, racquetball/handball club, indoor tennis courts, indoor swimming pool or scuba diving facility, pool/billiards and or other similar types of uses.</i></p> <p><i>Commercial- Amusement (Outdoor) is defined as an amusement enterprise offering entertainment and/or games of skill to the general public for a fee wherein any portion of the activity takes place outdoors and including, but not limited to, a golf driving range, archery range, miniature golf course, batting cages, go-cart tracks, amusement parks and other similar types of uses.</i></p> <p>Any future development of outdoor activities would require a Specific Use Permit. The request would be heard by the Planning and Zoning Commission with their recommendation to City Council.</p>
Utilities	The property is connected to City water, sewer and electric
Attachments	Survey, Ordinance

**MINUTES OF REGULAR MEETING OF THE GOVERNING BODY  
OF THE CITY OF LAMPASAS, TEXAS  
CITY COUNCIL CHAMBERS  
405 SOUTH MAIN STREET  
TUESDAY MAY 28, 2019**

The City Council of the City of Lampasas met in regular session on the above date with Mayor Misti Talbert presiding.

Council Members present:

T.J. Monroe, Mayor Pro Tem  
Chuck Williamson  
Michael White  
Delana Toups  
Randy Clark  
Cathy Kuehne (arrived at 5:42 p.m.)

Council Members absent:

None

City Staff Present:

Finley deGraffenried, City Manager  
Gary Cox, Assistant City Manager  
Christina Marez, City Secretary  
Becky Sims, Assistant City Secretary  
Yvonne Moreno, Finance Director  
Mandy Walsh, Economic Development Director  
Monica Wright, Information Systems Director  
Sammy Bailey, Police Chief  
Rickie Roy, Public Works Director  
Shanda Subia, Library Director  
Emily Stone, Assistant Librarian

**WORKSHOP SESSION  
5:30 P.M.**

1. Call to order Workshop Session

Mayor Talbert called the workshop session to order at 5:30 p.m.

Mayor Talbert skipped to Item 5 for discussion first since the Chamber representative was present at the meeting. She also noted that Council member Kuehne would be a little late to the meeting.

5. Discussion regarding Chamber of Commerce Second Quarter Report

Melissa Unger, Chamber of Commerce Director, reviewed the Chamber's Second Quarter Report. She reviewed the expenses and description of those expenses. She also reviewed an overview of events, memberships and visitor center traffic. She explained that the Chamber is seeking \$12,320.83 for reimbursement for the Visitor Center activities and events in the second quarter.

Mayor Pro Tem Monroe asked if the Chamber has received information from the hotels. Ms. Unger replied yes. She said there are new managers that have worked well with the Chamber.

City Manager deGraffenried reminded Council that there is an action item on the regular session for consideration of acceptance of the Chamber's report and request for reimbursement.

After no further discussion, Mayor Talbert went to Item 3 since Council member Kuehne was still not present at the meeting yet and knew she would like to participate in Item 2.

### 3. Costs and use associated with the Citizen Collection Station and the use of City Dumpsters

City Manager deGraffenried explained that City Staff was asked by Council member White to provide this agenda item to allow discussion on charges and City subsidy of the Collection Station. Additionally, Staff also takes the opportunity to discuss City dumpsters, and possible action to mitigate theft of service.

Council member White explained that he had gone to the Collection Station to drop a small load and was surprised by the cost of \$140.00. He felt that the price was ridiculous and extremely high. He went instead to Copperas Cove and it only cost him \$60.00. He said that the City does not have any scales and they charge by cubic yard and the cost is too high by doing it that way.

Rickie Roy, Public Works Director, explained that the City does not have scales and would be very expensive to purchase them and then the State would have to regulate them. Mr. Roy reviewed with the Council the cost for disposal of different materials for residents, non-residents and contractors. The cost for construction debris for a resident is \$20.00 a cubic yard. Council member White felt it should be \$10.00 instead.

The cost for battery disposal is \$1.00 for residents, non-residents and contractors. Council member White felt it should be \$10.00. The cost for appliances with freon removed is \$1.00 for residents and \$2.00 for both the non-residents and contractors. Council member White felt it should be \$5.00 for each.

Council member Kuehne arrived at the meeting at 5:42 p.m.

Gary Cox, Assistant City Manager, discussed the illegal dumping in dumpsters. He asked whether Council wanted to modify to allow at the Collection Station as future consideration. In the meantime, the City needs to educate citizens not to use the dumpsters for personal dumping or the City may need to address the illegal dumping with a violation fine to the individuals, if necessary. Further review may be necessary.

Mayor Talbert skipped to Item 6 for discussion.

### 6. Discussion regarding any item on the regular agenda

Mayor Talbert explained that discussion was in reference to agenda Item 7.9.

Gary Cox, Assistant City Manager, explained that this Item 7.9 was in reference to the proposed Brodie Estates Development Agreement. He informed Council that the developers, Stephen McDonald and Chris Harrison, as well as their engineer, Sam Walker, were present at the meeting. Cox reviewed the following information:

- On January 31, 2019, the developer, S2M2 and project engineer met with City Staff and presented a concept plan for the 6.70-acre development, which included 22 residential lots and a drainage detention pond. Staff reviewed the information and agreed with the concept for the development.
- On April 9, 2019, the preliminary plat was submitted for approval and was considered by P&Z on May 2, 2019 and approved by City Council on May 13, 2019.
- The developer has requested City Council consider an agreement to provide financial assistance for the development.
- The draft agreement proposes participation by the City in the amount of \$24,500.00 for the installation of electric utility infrastructure.
- The developer has also requested City participation in the construction of a drainage detention pond estimated at \$135,000.00 and cost sharing for installation of a looped water line if an easement can be obtained from an adjacent property owner.
- Currently, the City does not have a drainage plan.
- The developer has requested an opportunity to discuss options with City Council related to the development and added public benefits.

Discussion included:

- Council member Kuehne asked why the developers wanted the City to pay for the detention pond.
- Chris Harrison said that their development does not need the detention pond, however, it would be a benefit to the City with drainage issues for the future.
- Sam Walker said that the developers are losing an acre and one half by putting in the detention pond, however, it would help the City provide a five percent reduction in flow.
- Council members didn't see the benefit in participating in the cost of a detention pond.
- Sam Walker said that the developers designed this subdivision thinking a partnership with the City would happen. It was a mistake on their part and should not have designed this way.
- Gary Cox, Assistant City Manager, said that there is no money in the drainage fund should Council consider the cost share.

Mayor Talbert then moved to Item 2 for discussion.

2. Discussion regarding the composition and neighborhood representation for a Comprehensive Plan Advisory Committee

City Manager deGraffenried explained that this item is placed on the Workshop Agenda to provide Council the opportunity to discuss possible appointees to the Comprehensive Plan Advisory Committee. Previously each Council member was asked to help identify representatives from various neighborhoods and interest groups. The optimal Committee number, based on our consultant's recommendation, is 12-15.

The following names were recommended by Council:

Mark Storm  
 Dr. James Cain  
 Robin Gradel  
 Deb Williamson  
 Robert McCauley  
 Sid Ball  
 Rick Hardin

Boyce Cabiness  
Tom Welch  
Herb Pearce  
Ron Kuker  
Charlie Pratus  
Steve Hudson  
Clementine Walker  
Ron Farr  
Mike Irvin  
Dr. Kevin Bott

Some of the recommended names have already committed to serve but there were some that were assigned to Council members to contact them to see if they were interested in serving on the Committee. The final individuals that were willing to serve would be presented to Council at the next Council meeting for final consideration.

Mayor Talbert moved to Item 4 for discussion.

4. Discussion regarding City Logo

Mandy Walsh, Economic Development Director, explained that as part of the Council Work Plan, staff engaged a designer to create logo options for Council review and direction. It is staff's understanding that the logo would provide a consistent message on cards, letterhead, signage, and digital media. Staff attempted to incorporate reference to our natural resources in the logo while maintaining a clear, clean and readable message. Staff is seeking Council input and further direction that will lead to a final choice

Walsh reviewed a total of 28 logos for Council's consideration. After some discussion and review, the consensus of Council were partial to both Logo 7 and 8 since they were so close in comparison but wanted a slight change made to the line in the logo.

7. Adjourn Workshop Session

Council member Williamson moved to adjourn the workshop session at 6:59 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.

<b>REGULAR SESSION</b> <b>7:00 P.M.</b>
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ANNOUNCEMENTS

A. Call to Order

Mayor Talbert called the regular session to order at 7:06 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

- Recognizing the Library for the Texas Library Association Branding Iron Award

Mayor Talbert recognized the Library with a certificate in recognition of their receipt of a Branding Iron Award from the Texas Library Association.

- Recognizing the State Qualifiers from the Lampasas High School Golf, Cross Country, Track and Powerlifting Teams.

Mayor Talbert presented certificates to the State Qualifiers from the Lampasas High School Golf, Cross Country, Track and Powerlifting Teams recognizing them for their accomplishment. The following received certificates:

Cross Country:	Taylor Moore
Powerlifting:	Preston Fox Jack Jerome Alyssa Ayers
Golf:	Lee Ann Parker Kinsley Lindeman Sara Olson Kirsten Richards Shaylee Wolfe
Track:	Cameron Everts Ace Whitehead Dylan Alpha Luke Palacios Brady Carroll

	<b>PUBLIC HEARINGS/CITIZEN COMMENTS</b>
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.

Joe Corcoran and Dianna Hodges spoke about the Atlas 4000 event scheduled for June 1, 2019.

2.0	<b>MINUTES</b>
2.1	Discussion and possible action concerning approval of minutes of the Regular Meeting on May 13, 2019

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.

2.2	Discussion and possible action concerning approval of minutes of the Special Training Session on May 20, 2019.
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Mayor Pro Tem Monroe moved to approve the minutes as presented. The motion was seconded by Council member Kuehne and with a unanimous vote, the motion carried.

3.0	CONSENT AGENDA
3.1	Discussion and possible action on the receipt of the Monthly Investment Report for April 2019

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

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

Shanda Subia, Library Director, reviewed her Departmental report and provided some of the following information:

- Circulation -The Library circulated 5,521 items in April, which is down 3.9% from March (5,745).
- Door Count - The April door count (4,266) was down 9.9% from last month (4,734).
- Internet Usage - Internet usage (689) was up 1.8% from March (677).
- Wifi Usage – The Library had 255 distinct clients use the public wifi in April, which is down 2.3% from March. There were an average of 19 users per day, down 5% from last month.
- Text Interactions – The Library communicated, via text messages, with 106 unique phone numbers in April which is down 5.4% from March (112). The Library sent/received a total of 638 messages, which is down 5.3% from last month (674).
- April Programs – The Library offered 12 programs in April (compared to 8 in March), which included Story Times, How Pinteresting!, Books & Badgers, Lego Robotics, Lawyer in the Library, 42 Club, and Cornelia Key Book Club. A total of 116 people attended the programs in April (compared to 194 in March). We also had the “Where in Lampasas is Carmen Sandiego?” Scavenger Hunt during National Library Week.
- She reviewed upcoming programs - Some of our upcoming May programs include: Story Time (1<sup>st</sup> & 15<sup>th</sup>), Books & Badgers (4<sup>th</sup>), Teen Book Club (6<sup>th</sup>), Beekeeping 101 (9<sup>th</sup>), 42 Club (11<sup>th</sup>), “How Pinteresting!” (14<sup>th</sup>), Cornelia Key Book Club (15<sup>th</sup>), Stroke Prevention (16<sup>th</sup>), Scholastic Book Fair (20<sup>th</sup>-25<sup>th</sup>), and Escape Room (30<sup>th</sup>). Summer Reading registration also begins May 20<sup>th</sup>, and Summer Reading actually runs June 3<sup>rd</sup>-28<sup>th</sup>.
- Book Fair – The Library will be hosting a week-long Scholastic Book Fair in the Foundation Room, May 20-25. There will be books for all ages, as well as toys, pencils, etc.

- Escape Room – The Library will be converting the Foundation Room into a spacecraft, and kids 7+ years old will be tasked with unlocking the clues to get to their escape pod before the asteroid hits! This event, on May 30, will be sort of a kickoff to our summer reading program, which starts on June 3.
- Landscape Project - The Street Department has removed all sidewalks/concrete in preparation for the landscaping work.

5.0	ROUTINE MATTERS
5.1	City Manager’s Operational Report

City Manager deGraffenried reviewed his report:

- Noise - After Council discussion at the previous meeting on the Noise Ordinance, Police monitored subsequent music events in the area. Police Chief Bailey is pleased to report that no music venues were in violation, and no complaints were received. City Staff is prepared to revisit the ordinance in the future, however, only at Council direction.
- Fire Chief – City Staff have narrowed the search for the new Fire Chief to six candidates. Based on Council and candidate availability, interviews will be scheduled on either June 13 or 14. If possible, we will schedule all six interviews on the same afternoon. Our interview itinerary will include a visit to the Fire Station, Staff and Elected Officials, and the formal interview board.
- Health Insurance - The City has received the FY 2020 quotation for health insurance renewals with Scott and White. Based on a positive claim to premium ratio, the City will conditionally receive an approximate 2% reduction in medical premiums. To receive the rate, the City will have to encourage participation in wellness checks, and must commit to a two-year renewal with any increase, in year two, being capped at 5.5%. Good news, however; the City has not received dental and vision renewals.
- Hanna Springs - Chris Eicher, Parks & Recreation Director, reports that the Hanna Springs Pool has a fourteen-inch (14”) tear in the vinyl liner. It is unclear when or how the tear occurred, but it apparently happened after the pool was filled for the season. The need for the repair has caused some disruption in pre-season parties, but should not delay regular opening on May 25, 2019.
- Spring Street Sewer - As mentioned previously, City Staff has uncovered another sewer encroachment on private property. The property owner on the corner of Spring and North is serviced by a sewer main in Ave. A, however; the route of the line is under two homes to the north. Staff has explored options, and will likely bring an item to Council for consideration to extend sewer on Spring to serve this home and in the future others on the block. It seems we have these types of issues, requiring relocation of lines, about twice a year.
- Library Project - Staff has removed sidewalks in front of the Library and has solicited quotations for the installation of the new walks. After the City commenced, the project staff was approached regarding the possibility of including additional concrete work to the City scope. After receiving additional specification this week, City Staff is still unclear regarding some aspects of the request, and has suggested a meeting so that Council might consider a formal request.
- CIP - The CIP Committee will hold one additional meeting on May 29, 2019 to finalize the plan schedules. The CIP will be placed on the June 10, 2019 Workshop Agenda for review and discussion with Council on the plan and plan schedules. As in previous reports, the Plan will also identify areas or projects the Committee felt were compelling to fund.

5.2	MAYOR’S COMMENTS
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Mayor Talbert did not have any comments.

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 the composition and neighborhood representation for a Comprehensive Plan Advisory Committee
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City Manager deGraffenried said that this item was discussed in workshop session. He said that he would email Council all the names that were discussed and recommended by them in workshop session and that those that were assigned to an individual contact them and ask if they are willing to serve on this committee.

This item will be put on the next Council meeting agenda for final consideration.

No action was taken.

7.2	Discussion and possible action regarding Chamber of Commerce Second Quarter Report
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City Manager deGraffenried explained that this item was discussed in workshop session.

Mayor Pro Tem Monroe moved to approve and accept the Lampasas County Chamber of Commerce 2<sup>nd</sup> Quarter Report and reimbursement in the amount of \$12,320.83. The motion was seconded by Council member Touns and with a unanimous vote, the motion carried.

7.3	Discussion and possible action regarding request from the Lampasas County Chamber of Commerce for Hotel Occupancy Tax Funds in the amount of \$2,718.31 for event expenses related to the Annual “Hot as Hell” BBQ Cook-Off and Taster’s Choice on July 12, 13, 2019.
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Melissa Unger, Chamber of Commerce Director, explained that they are requesting HOT funding in the amount of \$2,718.31 for event expenses related to the Annual “Hot as Hell” BBQ Cook-Off and Taster’s Choice event. Unger explained that funding in 2018 was in the amount of \$1,758.31. The increase this year is for additional need for advertising this event.

Council member Kuehne moved to approve the request from the Lampasas County Chamber of Commerce for Hotel Occupancy Tax Funds in the amount of \$2,718.31 for event expenses related to the Annual “Hot as Hell” BBQ Cook-Off and Taster’s Choice on July 12, 13, 2019. The motion was seconded by Council member Touns and with a unanimous vote, the motion carried.

7.4	Discussion and possible action regarding request from the Lampasas County Chamber of Commerce for Hotel Occupancy Tax Funds in the amount of \$1,400.00 for event expenses related to the Annual Toughest 10K in Texas, 5K and 1 Mile Run on July 13, 2019.
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Melissa Unger, Chamber of Commerce Director, explained that they are requesting HOT funding in the amount of \$1,400.00 for event expenses including additional advertising and a new timing company. This event was funded in 2018 in the amount of \$937.00.

Mayor Pro Tem Monroe moved to approve the request from the Lampasas County Chamber of Commerce for Hotel Occupancy Tax Funds in the amount of \$1,400.00 for event expenses related to the Annual Toughest 10K in Texas, 5K and 1 Mile Run on July 13, 2019. The motion was seconded by Council member Kuehne and with a unanimous vote, the motion carried.

7.5	Discussion and possible action concerning the Audit Engagement Letter for the City of Lampasas current fiscal year which began October 1, 2018 and will end September 30, 2019.
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Yvonne Moreno, Finance Director, explained that Preston K. Singleton, CPA, with Singleton, Clark & Company, PC has submitted their engagement letter to perform the Fiscal Year 2019 Financial Audit. Mr. Singleton's firm has prepared the City's audits for a number of years. Preliminary work is expected to begin during the summer months of 2019 prior to the end of the current Fiscal Year. The price of \$28,000.00 is primarily driven by the time required by auditing standards to perform governmental audits, as well as the requirement to employ qualified staff.

Council member Clark moved to approve the engagement of Singleton, Clark, & Company, PC to perform Fiscal Year 2019 audit in the amount of \$28,000.00. The motion was seconded by Council member Kuehne and with a unanimous vote, the motion carried.

7.6	Discussion and possible action regarding closure of Western Street at Second and Third Street for no thru vehicle traffic on July 6, 2019 from 10:30 a.m. to 12:00 p.m.
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Sammy Bailey, Police Chief, explained that Mr. Andy Fish plans to have a one-year Keystone Star Celebration at 402 S. Second Street on July 6, 2019 from 11:00 a.m. until 4:00 p.m. He has requested Western Street be closed at Second and Third Street from 10:30 a.m. until Noon. The event will start at 11:00 a.m. with a flag raising ceremony at the flagpole on Western Street to commemorate the Declaration of Independence of the United States in 1776. He will follow with a presentation of the people who have made the restoration of the hotel possible and the contractors who have worked tirelessly to return the Keystone Hotel to the beautiful and historic building that graces Lampasas. At the conclusion of the presentation, the hotel will be open for tours.

Mayor Pro Tem Monroe moved to approve the request for closure of Western Street at Second and Third Street for no thru vehicle traffic on July 6, 2019 from 10:30 a.m. to 12:00 p.m. The motion was seconded by Council member Toups and with a unanimous vote, the motion carried.

7.7	Discussion and possible action regarding selection of new City logo.
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Mandy Walsh, Economic Development Director, explained that this item was discussed in workshop session.

Council member Toups moved to approve a combination of Logo number 7 and 13 with slight adjustment to the line in the logo. The motion was seconded by Mayor Pro Tem Monroe and with a unanimous vote, the motion carried.

7.8	Discussion and possible action regarding the approval, denial or approval with modifications regarding Burger King Development Agreement
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Gary Cox, Assistant City Manager, explained that on May 13, 2019, Council approved a professional services agreement to provide for the engineering of the replacement of water/wastewater lines in the alley in the 400 Block of Key Avenue between W. Ave C and W. Ave D. The approval was conditioned upon obtaining a development agreement with Burger King to provide for the installation of the public infrastructure. Staff has requested a meeting with Burger King Officials to discuss an agreement, however staff desires direction from Council prior to the meeting regarding items for inclusion in a possible development agreement based upon the attached development score sheet.

Cox reviewed the following:

- Since Burger King is requesting to pave a portion of the alley as an escape route.
- Prior to the paving, the City should consider replacing the existing water/sewer lines due to the age and condition and possibly consider having Burger King cost share the costs.
- The estimated cost to replace the water and sewer lines is \$42,000.00 and an additional \$8,000.00 for engineering.
- The City desires to replace the aging water and sewer lines that serve adjacent properties to avoid future disruption to residents and business operations of the drive thru.
- The City has not spoken with Burger King on the possible cost share. He wanted to speak with Council on their thoughts.
- Burger King will be tying in to the sewer line on Key Avenue and so they are not affected by the lines in the alley.

Council discussions included:

- The need to replace the water and sewer lines in the alley are created because of Burger King’s need to pave the alley for their restaurant drive thru purposes.
- Staff noted that the alley was not a necessity for Burger King because they have adequate property for their drive thru. Burger King was requesting to pave the alley should any vehicle want to get out of the drive thru lane, they could exit through the alley.
- If the lines are not replaced now and the City allows Burger King to pave the alley, Burger King knows that it will be their cost to replace the paving.
- Council member White felt that Burger King should share the cost of replacing the lines in the alley.
- Mayor Talbert asked that City Staff itemize everything to see all the costs that this project is costing the City.

No action was taken.

7.9	Discussion and possible action regarding the approval, denial or approval with modifications regarding Brodie Estates Development Agreement
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Gary Cox, Assistant City Manager, explained that this item was discussed in workshop session and was seeking Council’s direction on the proposed Brodie Estates Development Agreement.

After some discussion, Council member Clark moved to approve the Brodie Estates Development Agreement with modifications to include City participation in the amount of \$24,500.00 for the installation of electric utility infrastructure; City participation in the cost share for the installation of a looped waterline, contingent upon an easement being obtained by an adjacent property owner; and the City will not

participate in the construction of a drainage detention pond. The motion was seconded by Council member White and with a unanimous vote, the motion carried.

Adjourn into Executive Session

Mayor Pro Tem Monroe moved to adjourn into executive session at 8:14 p.m. The motion was seconded by Council member Kuehne and with a unanimous vote, the motion carried.

City Manager deGraffenried asked that Gary Cox, Assistant City Manager, and Yvonne Moreno, Finance Director, be allowed in executive session. The Mayor and Council allowed.

<b>EXECUTIVE SESSION</b>
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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 551.086 (Relating to the authority of public power utility governing bodies to deliberate regarding competitive matters) – Utilities
8.2	Adjourn Executive Session and reconvene Regular Session

Executive session was adjourned at 8:38 p.m.

<b>REGULAR SESSION</b>
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9.0	ACTION ON EXECUTIVE SESSION
9.1	Discussion and possible action concerning items posted and discussed by Council in Executive Session

Council member Williamson moved to authorize the City Manager to continue to negotiate Industrial Rate Contract within terms discussed in executive session. The motion was seconded by Council member Clark and with a unanimous vote, the motion carried.

Adjourn

Mayor Pro Tem Monroe moved to adjourn the meeting at 8:39 p.m. The motion was seconded by Council member Kuehne and with a unanimous vote, the motion carried.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Misti Talbert, Mayor

ATTEST:

\_\_\_\_\_  
Christina Marez, City Secretary

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City ManagerITEM NO. 3.1

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

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**Subject:**

Discussion and Possible Action regarding purchases and charges in excess of \$4,000 from May 1, 2019 to May 31, 2019

Requested By: Yvonne Moreno, Finance Director

Submitted By: Yvonne Moreno, Finance Director

Date Submitted: June 6, 2019      For the Agenda of: June 10, 2019

**Procurement and Funding Statement:**

N/A

Attachments: A/P History Check Report

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**Summary Statement:**

The Check History Report presents the detail of individual charges and amounts for all checks over \$4,000 for the period of May 1, 2019 to May 31, 2019.

**Recommendation:**

Motion to approve by consent.

VENDOR SET: 99 CITY OF LAMPASAS  
 BANK: FSB BANCORPSOUTH  
 DATE RANGE: 5/01/2019 THRU 5/31/2019

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02856	AEP ENERGY PARTNERS, INC.							
I-17521185587	APRIL AEP BILL	E	5/17/2019	58,703.56		000010		58,703.56
56260	LOWER COLORADO RIVER AUTHORITY							
I-EW15220	APRIL LCRA BILL	E	5/17/2019	389,324.68		000011		389,324.68
27050	IRS-PAYROLL TAXES							
I-T1 201905097890	FEDERAL WITHHOLDING	D	5/10/2019	14,892.82		000016		
I-T3 201905097890	FICA TAX	D	5/10/2019	23,596.06		000016		
I-T4 201905097890	MEDICARE TAX	D	5/10/2019	5,518.52		000016		44,007.40
27050	IRS-PAYROLL TAXES							
I-T1 201905237892	FEDERAL WITHHOLDING	D	5/24/2019	14,771.00		000018		
I-T3 201905237892	FICA TAX	D	5/24/2019	23,688.18		000018		
I-T4 201905237892	MEDICARE TAX	D	5/24/2019	5,540.00		000018		43,999.18
17865	COLONIAL LIFE & ACCIDENT							
C-201905017887	COLONIAL LIFE & ACCIDENT	R	5/03/2019	14.03CR		150980		
C-CN1201904257884	CANCER INSURANCE	R	5/03/2019	15.68CR		150980		
I-AC1201904117883	ACCIDENT INSURANCE	R	5/03/2019	188.31		150980		
I-AC2201904257884	ACCIDENT INSURANCE	R	5/03/2019	188.26		150980		
I-AC3201904117883	ACCIDENT INSURANCE	R	5/03/2019	606.93		150980		
I-AC3201904257884	ACCIDENT INSURANCE	R	5/03/2019	576.93		150980		
I-CN1201904117883	CANCER INSURANCE	R	5/03/2019	251.15		150980		
I-CN2201904257884	CANCER INSURANCE	R	5/03/2019	235.49		150980		
I-HO3201904117883	HOSPITAL INCOME - PRETAX	R	5/03/2019	83.05		150980		
I-HO3201904257884	HOSPITAL INCOME - PRETAX	R	5/03/2019	83.05		150980		
I-LF3201904257884	UNIV/COL LIFE AFTER TAX	R	5/03/2019	277.72		150980		
I-LF7201904117883	NON-PRETAX LIFE INSURANCE	R	5/03/2019	293.45		150980		
I-LF8201904117883	AFTER TAX COLONIAL PRODUCTS	R	5/03/2019	687.08		150980		
I-LF8201904257884	AFTER TAX COLONIAL PRODUCTS	R	5/03/2019	673.05		150980		
I-LP3201904117883	LPSD DISABILITY AFTERTAX	R	5/03/2019	142.69		150980		
I-LP3201904257884	LPSD DISABILITY AFTERTAX	R	5/03/2019	142.69		150980		4,400.14
02754	MASTERCARD							
I-00325G	LUNCH-AJINOMOTO MEETING	R	5/03/2019	55.99		151016		
I-00440G	INMATES LUNCH-LAMP RICE	R	5/03/2019	51.70		151016		
I-01873G	INMATES LUNCH-PIZZA HUT	R	5/03/2019	58.45		151016		
I-02335G	LUNCH FOR CREWS ON GAS SP	R	5/03/2019	79.90		151016		
I-02807G	FOOT-VALVE & FLAPPER	R	5/03/2019	1,150.12		151016		
I-02873G	INMATES LUNCH-TACO BELL	R	5/03/2019	30.19		151016		
I-04052019	SEMINAR HOTEL	R	5/03/2019	621.00		151016		
I-04152019	MOTEL ROOMS	R	5/03/2019	402.32		151016		
I-04162019	IDRIVE BACKUP SOFTWARE	R	5/03/2019	499.50		151016		
I-04222019	COUNCIL DINNER CHIPSTERS	R	5/03/2019	109.38		151016		
I-11115267656163468	SUPPLIES FOR RECPT DESK	R	5/03/2019	87.46		151016		
I-11146426294328257	DATALOGGER BARGRAPH	R	5/03/2019	263.62		151016		
I-11287689773815435	LABEL MAKER TAPE	R	5/03/2019	25.58		151016		

VENDOR SET: 99 CITY OF LAMPASAS  
 BANK: FSB BANCORPSOUTH  
 DATE RANGE: 5/01/2019 THRU 5/31/2019

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
I-118581	TRAINING	R	5/03/2019	225.00		151016		
I-13717546	TEDC MEMBERSHIP	R	5/03/2019	500.00		151016		
I-1790ER3	TRAINING	R	5/03/2019	209.00		151016		
I-222787668	CITY NEWSLETTER	R	5/03/2019	50.00		151016		
I-38408901	POLE CLIMBING CLASS	R	5/03/2019	875.00		151016		
I-41121	FOUR SEASONS ON THE GULF	R	5/03/2019	497.26		151016		
I-43938041	HOTEL STAY FOR CLASS	R	5/03/2019	106.22		151016		
I-64325	TELLER ENVELOPES	R	5/03/2019	151.10		151016		
I-7001681658	BOOKS FOR W/WW	R	5/03/2019	907.36		151016		
I-8236	TMCCP SEMINAR C MAREZ	R	5/03/2019	265.00		151016		
I-96256A	E-Z STEP	R	5/03/2019	188.95		151016		
I-SSTK004C5E8AF	WEBSITE STOCK	R	5/03/2019	29.00		151016		7,439.10
01780	MES-TEXAS MUNICIPAL EMER SERV							
I-IN1312070	SCOTT SCBA	R	5/03/2019	98,054.04		151021		98,054.04
74775	SCOTT & WHITE HEALTH PLAN							
C-HEC201904117883	EMPLOYEE SHARE HEALTH INSURANC	R	5/03/2019	125.63CR		151032		
I-201905017886	SCOTT & WHITE HEALTH PLAN	R	5/03/2019	6,996.75		151032		
I-CCC201904257884	HEALTH INSURANCE PREMIUM	R	5/03/2019	4,844.88		151032		
I-CCE201904257884	HEALTH INSURANCE PREMIUM	R	5/03/2019	15,326.88		151032		
I-CCF201904257884	HEALTH INSURANCE PREMIUMS	R	5/03/2019	6,071.58		151032		
I-CCS201904257884	HEALTH INSURANCE PREMIUM	R	5/03/2019	5,339.22		151032		
I-HE1201904257884	HEALTH INSURANCE PREMIUM	R	5/03/2019	7,358.33		151032		
I-HEA201904117883	EMPLOYEE SHARE HEALTH INSURANC	R	5/03/2019	10,394.54		151032		
I-HEC201904257884	EMPLOYEE SHARE HEALTH INSURANC	R	5/03/2019	10,520.17		151032		
I-HI1201904257884	CITY HEALTH INSURANCE	R	5/03/2019	17,907.50		151032		
I-HID201904257884	CITY HEALTH INSURANCE	R	5/03/2019	10,828.17		151032		
I-HIE201904257884	EMPLOYEE CITY HEALTH CONTRIB	R	5/03/2019	20,418.44		151032		115,880.83
84250	TEXAS MUNICIPAL RETIREMENT SYS							
I-TMR201904017881	RETIREMENT CONTRIBUTIONS	R	5/03/2019	972.39		151036		
I-TMR201904117883	RETIREMENT CONTRIBUTIONS	R	5/03/2019	45,171.13		151036		
I-TMR201904257884	RETIREMENT CONTRIBUTIONS	R	5/03/2019	45,881.56		151036		92,025.08
03206	CTEX CONSTRUCTION							
I-NO 3 05022019	NIX TANK REPAIR	R	5/09/2019	152,280.00		151080		152,280.00
02860	FUELMAN							
I-201905037888	CITY FUEL	R	5/09/2019	12,102.47		151084		12,102.47
03193	MCCREARY, VESELKA, BRAGG & ALL							
I-189983	COLLECTION AGENCY	R	5/09/2019	2,691.55		151100		
I-189984	COLLECTION AGENCY	R	5/09/2019	4,899.14		151100		7,590.69

VENDOR SET: 99 CITY OF LAMPASAS  
 BANK: FSB BANCORPSOUTH  
 DATE RANGE: 5/01/2019 THRU 5/31/2019

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01456	S & M VACUUM & WASTE, LTD							
I-115482	SLUDGE TRANSPORTATION	R	5/09/2019	500.00		151107		
I-120776	SLUDGE TRANSPORTATION	R	5/09/2019	500.00		151107		
I-120777	SLUDGE TRANSPORTATION	R	5/09/2019	500.00		151107		
I-120778	SLUDGE TRANSPORTATION	R	5/09/2019	500.00		151107		
I-120779	SLUDGE TRANSPORTATION	R	5/09/2019	500.00		151107		
I-120780	SLUDGE TRANSPORTATION	R	5/09/2019	500.00		151107		
I-120781	SLUDGE TRANSPORTATION	R	5/09/2019	500.00		151107		
I-120782	SLUDGE TRANSPORTATION	R	5/09/2019	500.00		151107		
I-120783	SLUDGE TRANSPORTATION	R	5/09/2019	500.00		151107		
I-120785	SLUDGE TRANSPORTATION	R	5/09/2019	500.00		151107		
I-120786	SLUDGE TRANSPORTATION	R	5/09/2019	500.00		151107		
I-120790	SLUDGE TRANSPORTATION	R	5/09/2019	500.00		151107		
I-120791	SLUDGE TRANSPORTATION	R	5/09/2019	500.00		151107		6,500.00
01357	SINGLETON, CLARK & COMPANY, PC							
I-1513	AUDIT-REPORT ISSUANCE	R	5/09/2019	5,480.00		151113		5,480.00
02976	WASTE CONNECTIONS							
I-910149	COMMERCIAL SOLID WASTE	R	5/09/2019	47,555.61		151129		
I-910150	RESIDENTIAL & COMM HPU	R	5/09/2019	43,824.90		151129		91,380.51
16468	CATERPILLAR FIN SER CORP							
I-19814710	MAY RENT FOR MOTOR GRADER	R	5/14/2019	2,751.32		151175		
I-19862892	MAY RENTAL	R	5/14/2019	1,660.70		151175		4,412.02
01680	ECKERMANN ENGINEERING INC							
I-1193	REPALCEMENT P.O.	R	5/14/2019	7,080.00		151180		7,080.00
03197	GTS TECHNOLOGY SOLUTIONS INC							
I-INV0028129	TWO PANASONIC TOUGHBOOK	R	5/14/2019	6,964.28		151184		6,964.28
03180	KYRISH GOVERNMENT GROUP							
I-R40100019001	PUMP	R	5/17/2019	4,343.00		151241		4,343.00
03193	MCCREARY, VESELKA, BRAGG & ALL							
I-191420	COLLECTION AGENCY	R	5/17/2019	2,138.31		151246		
I-191421	COLLECTION AGENCY	R	5/17/2019	1,897.79		151246		4,036.10
47585	KEMPNER WATER SUPPLY CORP							
I-04302019*	WATER FOR APRIL	R	5/22/2019	49,484.36		151336		49,484.36
01029	LANGFORD COMMUNITY MANAGEMENT							
I-3762	ENVIRONMENTAL REVIEW	R	5/22/2019	6,000.00		151338		6,000.00

VENDOR SET: 99 CITY OF LAMPASAS  
 BANK: FSB BANCORPSOUTH  
 DATE RANGE: 5/01/2019 THRU 5/31/2019

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
82300	TECHLINE, INC							
I-109642900	37.5 KVA TRANSFORMER	R	5/22/2019	321.00	.	151344		
I-126290300	37.5 KVA TRANSFORMER	R	5/22/2019	2,839.83		151344		
I-126290301	37.5 KVA TRANSFORMER	R	5/22/2019	396.00		151344		
I-126290302	37.5 KVA TRANSFORMER	R	5/22/2019	1,811.35		151344		
I-126290400	37.5 KVA TRANSFORMER	R	5/22/2019	6,046.00		151344		11,414.18
49350	LAMP CHAMBER OF COMMERCE							
I-05292019	2ND QUARTER REPORT	R	5/31/2019	12,320.83		151389		12,320.83

* * T O T A L S * *		NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:		20	699,187.63	0.00	699,187.63
HAND CHECKS:		0	0.00	0.00	0.00
DRAFTS:		2	88,006.58	0.00	88,006.58
EFT:		2	448,028.24	0.00	448,028.24
NON CHECKS:		0	0.00	0.00	0.00
VOID CHECKS:		0	VOID DEBITS 0.00		
			VOID CREDITS 0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 99	BANK: FSB	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			24	1,235,222.45	0.00	1,235,222.45
BANK: FSB		TOTALS:	24	1,235,222.45	0.00	1,235,222.45
REPORT TOTALS:			24	1,235,222.45	0.00	1,235,222.45

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**City Manager**ITEM NO. 3.2

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

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**Subject:**

DISCUSSION REGARDING THE SECOND READING OF AN ORDINANCE OF THE CITY OF LAMPASAS, TEXAS, ADOPTING A WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN FOR THE CITY OF LAMPASAS TO PROMOTE RESPONSIBLE USE OF WATER AND ESTABLISHING CRITERIA FOR THE INITIATION AND TERMINATION OF DROUGHT RESPONSE STAGES INCLUDING RESTRICTIONS AND PROVIDING FOR PENALTIES AND/OR SEVERABILITY AND AN EFFECTIVE DATE.

Requested By: Gary Cox, Assistant City Manager

Submitted By: Gary Cox Assistant City Manager

Date Submitted: May 10, 2019

For the Agenda of: June 10, 2019

**Procurement and Funding Statement:**

N/A

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**Attachments:** Ordinance

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**Summary Statement:**

This is the second reading of the Ordinance

**Recommendation:**

To consider a motion to approve the second reading of the Ordinance adopting a Water Conservation and Drought Contingency Plan for the City of Lampasas.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE ADOPTING A WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN FOR THE CITY OF LAMPASAS TO PROMOTE RESPONSIBLE USE OF WATER AND ESTABLISHING CRITERIA FOR THE INITIATION AND TERMINATION OF DROUGHT RESPONSE STAGES INCLUDING RESTRICTIONS AND PROVIDING FOR PENALTIES AND/OR SEVERABILITY AND AN EFFECTIVE DATE**

**WHEREAS**, the City of Lampasas, Texas (City), recognizes that the amount of water available to its citizens and customers is limited; and

**WHEREAS**, the City recognizes that drought, system failure and other acts of God may occur and that the City cannot guarantee an uninterrupted water supply for all purposes at all times; and

**WHEREAS**, the City desires to conserve water resources and prepare for drought; and

**WHEREAS**, the City desires to comply with Section 11.1271 of the Texas Water Code and applicable rules of the Texas Commission on Environmental Quality which require these plans for all public water supply systems; and

**WHEREAS**, the City desires to comply with the rules of the Texas Water Development Board should it decide to avail itself of various financial assistance programs found in Title 31, Texas Administrative Code Chapter 363; and

**WHEREAS**, pursuant to Chapter 54 of the Local Government Code and in the best interests of its citizens, the City is authorized to adopt Ordinances it deems are necessary and expedient to preserve and conserve its water resources and to prepare for drought;

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

**Part 1. Repealer.** Chapter 82 (Utilities), Division 3 (Conservation) of the Code of Ordinances is hereby repealed in its entirety.

**Part 2. City Code Amended.** Chapter 82 (Utilities), Division 3 (Conservation) of the Code of Ordinances is amended as reflected in the updated Water Conservation and Drought Contingency Plan attached hereto.

**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 13th day of May, 2019

READ AND ADOPTED on Second Reading this 10<sup>th</sup> day of June , 2019

ADOPTED:

ATTEST:

\_\_\_\_\_  
Misti Talbert, Mayor

\_\_\_\_\_  
Christina Marez, City Secretary

**APPROVED AS TO FORM:**

Jo-Christy Brown

City Attorney's Signature of Approval Provided on Separate Page.

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## City of Lampasas

## M E M O

To: Mayor and City Council  
 From: Finley deGraffenried  
 Re: Manager's Report  
 Date: 7 June 2019

- Fire Chief** Staff has scheduled interviews with candidates for the position of Fire Chief for June 14<sup>th</sup>. Six finalists have been identified, and interviews will be conducted from 11:00 a.m. to 5:45 p.m. The candidates represent a wide range of qualified experience, many with tenures in growing departments. As with other Director level hiring processes, Council will be asked to participate in a meet and greet with individual applicants.
- Appraisal District** Attached is correspondence from the Lampasas Central Appraisal District related to their FY 2020 budget. Although the column headings are difficult to read, it appears the overall budget is increasing approximately 3.5% over previous year budget; and salaries are increasing 4.4% over previous year budget and actual. Council is asked to review, and if appropriate, make comment at the District's public hearing June 20.
- 4<sup>th</sup> Street Church** The collapse of the Church at the intersection of Sulphur Creek and 4<sup>th</sup> Street has received some local and regional media attention. For Council's information, the City has declared the structure as sub-standard and dangerous and as such ordered the demolition and removal. In light of public interest, and conditional upon making the site secure, the City will allow additional time for the property owner to seek resources for the rehabilitation of building. City staff are monitoring the situation and staying in close contact with the owner.
- Manganese** The City has received notification of elevated manganese in the water from the Central Texas plant. The City occasionally and seasonally receives scattered complaints related to discolored water. To date the City has received a few complaints that have been mitigated by flushing lines. As a reminder, elevated levels of manganese typically are not a health concern, but may affect the color and taste of water.
- Town Hall** The next City Town Hall meeting is scheduled for June 17<sup>th</sup>, at the old middle school starting at 6:00 p.m. Topics for the meeting include the City's Comprehensive Plan and the FY 2020 budget. Light snacks will be provided.
- LAFTA/City Hall** Robin Gradel has asked that I remind Council that our 1 year commitment to the butterfly sculpture is coming up. Typically LAFTA publishes a call in late summer or early fall for artwork to be displayed at Campbell Park and other locations. If the piece has not been sold, Council will have the opportunity to consider several options including keeping or replacing the sculpture. As we get closer to the call, LAFTA will likely address options with Council personally.

**NOTICE OF PUBLIC HEARING ON  
LAMPASAS CENTRAL APPRAISAL DISTRICT BUDGET**

The Lampasas Central Appraisal District will hold a public hearing on a proposed budget for the 2020 fiscal year.

The public hearing will be held on June 20, 2019 at 4:00 P.M. at 109 East Fifth Street, Lampasas, Texas.

A summary of the appraisal district budget follows:

The total amount of the proposed budget	\$557,116
The total amount of increase over the current year's budget	\$ 19,229
The number of employees compensated under the proposed budget	7
The number of employees compensated under the current budget	7

The appraisal district is supported solely by payments from the local taxing units served by the appraisal district.

If approved by the appraisal district board of directors at the public hearing, this proposed budget will take effect automatically unless disapproved by the governing bodies of the county, school districts, cities and towns served by the appraisal district.

A copy of the proposed budget is available for public inspection in the office of each of those governing bodies. A copy is also available for public inspection at the appraisal district office.

Lampasas Central Appraisal District  
109 East Fifth Street  
P.O. Box 175  
Lampasas, TX 76550  
512-556-8058

# LAMPASAS CENTRAL APPRAISAL DISTRICT

## Board of Directors

Mike Kriegel, Chairman  
Tom Casbeer, Vice Chairman  
Paul Wilborn, Secretary  
Ross Oliver  
Marshal Brewer



P.O. Box 175  
Lampasas, TX 76550

TELEPHONE:  
512-556-8058  
512-556-8138

FAX: 512-556-4660

May 17, 2019

Honorable Misti Talbert  
City of Lampasas  
312 E. Third Street  
Lampasas, TX 76550

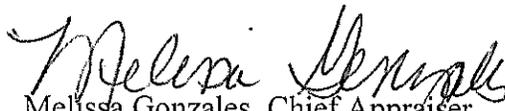
Dear Mayor Talbert,

Enclosed please find a copy of the proposed 2020 Appraisal and Collections Budget for the Lampasas Central Appraisal District. You should not take action on this proposed budget as it is for your review and public inspection.

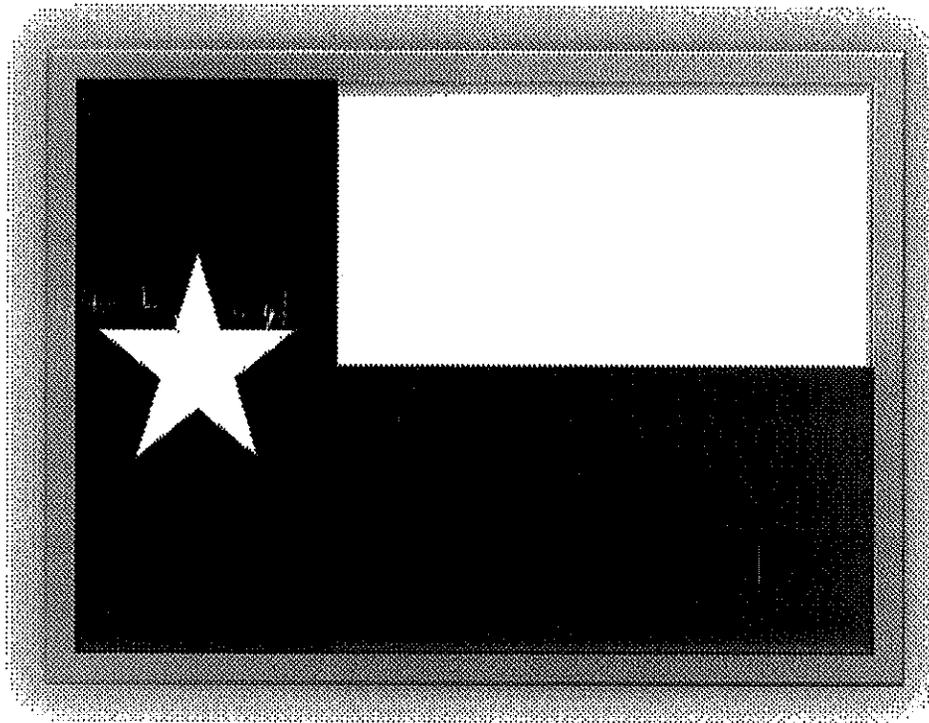
The tentative date for the public hearing is June 20, 2019 at 4:00 P.M. Once the public hearing is held and the budget is approved, you will be notified and will have thirty days to approve, disapprove or approve by non-action.

If you have any questions, please feel free to give me a call.

Respectfully,

  
Melissa Gonzales, Chief Appraiser  
Lampasas Central Appraisal District

# **LAMPASAS CENTRAL APPRAISAL DISTRICT**



## **Proposed 2020 Budget Plan**

May 10, 2019

**PROPOSED**  
**LAMPASAS CENTRAL APPRAISAL DISTRICT**  
**COLLECTIONS AND APPRAISAL BUDGET**  
**May 10, 2019**

6100 SALARIES	110,901	174,280	285,181
6101 BONDS & INSURANCE	2,500	2,500	5,000
6111 EMPLOYER'S FICA & MEDICARE	8,500	13,000	21,500
6120 EMPLOYER'S RETIREMENT	9,360	14,750	24,110
6130 EMPLOYER'S MEDICAL INSURANCE	21,520	32,280	53,800
6140 STATE EMPLOYMENT	774	1,026	1,800
6200 PROGRAMMING	0	0	0
6240 COPIER LEASE/PURCHASE	2,150	2,150	4,300
6290 ARB PAY & EXPENSE	0	5,000	5,000
6301 POSTAGE & POSTAGE EQUIPMENT	10,000	8,000	18,000
6304 COMPUTER HARDWARE & SOFTWARE	3,500	3,500	7,000
6401 VEHICLE & EXPENSE	1,000	3,500	4,500
6402 MEALS, MILEAGE & ROOM	2,500	3,500	6,000
6403 FEES & DUES	1,187	1,188	2,375
6404 MAPS & SUPPLIES	0	1,000	1,000
6405 TUITION, REGISTRATION	1,360	2,640	4,000
6406 JANITORIAL & SUPPLIES	1,710	1,710	3,420
6407 EQUIPMENT MAINT & SERVICE CONTRACT	22,900	22,900	45,800
6408 PUBLIC & LEGAL NOTICES	1,500	1,500	3,000
6409 COMPUTER SUPPLIES	3,500	1,000	4,500
6410 OFFICE SUPPLIES	4,000	4,000	8,000
6411 TELEPHONE	1,750	1,750	3,500
6412 UTILITIES	2,500	2,500	5,000
6415 LCAD & COLLECTIONS AUDIT	6,560	1,440	8,000
6416 LEGAL FEES	1,000	6,000	7,000
6417 PROFESSIONAL SERVICES	1,550	250	1,800
6419 BUILDINGS & GROUND MAINTENANCE	2,500	2,500	5,000
6420 PICTOMETRY SOFTWARE SERVICE	0	<u>29,530</u>	<u>29,530</u>
	224,722	343,394	568,116
LESS TAX CERTIFICATES & INTEREST REVENUE	-5,500	-5,500	-11,000

**TOTAL**

**LAMPASAS CENTRAL APPRAISAL DISTRICT  
BENEFITS BREAKDOWN**

Position	2020 Salary	Life Insurance	Retirement	Health Insuranc	Total Benefits
Chief Appraiser	75,177	3	5,262	7,761	88,200
Senior Appraiser	46,593	3	3,261	7,761	57,618
Data Entry Clerk/ Ag Appraiser	27,258	3	1,908	7,761	36,927
Collection Clerk/ BPP Appraiser	29,156	3	2,040	7,761	38,957
Collection Clerk	39,698	3	2,778	7,761	50,240
Deed/Mapping Appraiser	39,312	3	2,751	7,761	49,827
Collection & Exempt	27,987	3	1,960	7,761	37,711

**APPRAISAL**  
**ESTIMATED COST OF OPERATIONS**  
**FOR 2020**  
**MAY 10, 2019**

**TAXING UNIT**

LAMPASAS ISD	45,852.22	45,852.22	45,852.21	45,852.21
LAMPASAS COUNTY	27,521.47	27,521.47	27,521.47	27,521.46
LAMPASAS CITY	4,848.78	4,848.78	4,848.78	4,848.78
LOMETA ISD	4,020.94	4,020.94	4,020.94	4,020.94
COPPERAS COVE CITY	1,199.53	1,199.53	1,199.52	1,199.52
KEMPNER CITY	312.56	312.55	312.55	312.55
EVANT ISD	244.98	244.97	244.97	244.97
LOMETA CITY	236.53	236.53	236.52	236.52
GOLDTHWAITE CISD	228.08	228.08	228.08	228.08
SAN SABA ISD	8.45	8.45	8.44	8.44

**TOTAL**

**GRAND TOTAL** **337,894.01**

LAMPASAS ISD	15,705,147.23	28,925,844.94	54.28%	183,408.86
LAMPASAS COUNTY	9,423,549.67		32.58%	110,085.87
LAMPASAS CITY	1,661,339.53		5.74%	19,395.12
LOMETA ISD	1,377,414.85		4.76%	16,083.76
COPPERAS COVE CITY	410,403.18		1.42%	4,798.10
KEMPNER CITY	105,321.25		0.37%	1,250.21
EVANT ISD	83,492.73		0.29%	979.89
LOMETA CITY	79,947.35		0.28%	946.10
GOLDTHWAITE CISD	77,160.84		0.27%	912.31
SAN SABA ISD	2,068.31		0.01%	33.78

**TOTAL**

**COLLECTIONS**  
**ESTIMATED COST OF OPERATIONS**  
**FOR 2020**  
**MAY 10, 2019**

**TAXING UNIT**

LAMPASAS ISD	31,080.20	31,080.20	31,080.20	31,080.20
LAMPASAS COUNTY	17,126.72	17,126.72	17,126.72	17,126.71
LOMETA ISD	3,239.01	3,239.01	3,239.00	3,239.00
LAMPASAS CITY	3,019.79	3,019.78	3,019.78	3,019.78
KEMPNER CITY	191.82	191.82	191.82	191.82
LOMETA CITY	147.98	147.98	147.97	147.97

**TOTAL**

**GRAND TOTAL** **219,222.00**

LAMPASAS ISD	17,099,729.57	30,151,804.53	56.71%	124,320.80
LAMPASAS COUNTY	9,423,549.67		31.25%	68,506.87
LOMETA ISD	1,781,917.14		5.91%	12,956.02
LAMPASAS CITY	1,661,339.53		5.51%	12,079.13
KEMPNER CITY	105,321.25		0.35%	767.28
LOMETA CITY	79,947.37		0.27%	591.90

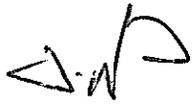
**TOTAL**

**219,222.00**

2020 BUDGET COMPARISON  
LAMPASAS CENTRAL APPRAISAL DISTRICT

	2017 BUDGET	2018 ACTUAL	2018 BUDGET	2019 ACTUAL	2019 BUDGET	PROJECTION	PROPOSED 2020
6100 SALARIES	227,500	229,541	245,173	248,172	273,032	273,000	285,017
6101 BONDS & INSURANCE	5,500	4,719	5,000	4,831	5,000	4,800	5,000
6111 EMPLOYER'S FICA & MEDICARE	16,000	17,367	18,800	18,677	18,800	18,800	18,800
6120 EMPLOYER'S RETIREMENT	24,100	23,954	21,000	15,380	21,000	18,000	21,000
6130 EMPLOYER'S MEDICAL INSURANCE	39,000	37,624	53,800	50,560	53,800	51,000	53,800
6140 STATE UNEMPLOYMENT	2,000	58	1,800	1,133	1,800	65	1,800
6200 PROGRAMMING	0	0	0	0	0	0	0
6240 COPIER LEASE/PURCHASE	2,200	4,777	2,200	6,312	2,200	5,000	5,000
6290 ARB.PAY & EXPENSE	4,500	4,434	4,500	3,415	5,000	3,500	5,000
6301 POSTAGE & POSTAGE EQUIPMENT	18,000	16,454	18,000	18,888	18,000	18,000	18,000
6303 RECORDS MANAGEMENT	400	0	400	0	400	0	400
6304 COMPUTER HARDWARE & SOFTWARE	8,000	5,234	7,000	3,316	7,000	4,000	7,000
6401 VEHICLE & EXPENSE	5,500	1,993	4,500	2,023	4,500	2,100	4,500
6402 MEALS, MILEAGE & ROOM	6,000	6,225	6,000	6,857	6,000	6,800	6,000
6403 FEES & DUES	2,375	2,089	2,375	2,368	2,375	2,360	2,375
6404 MAPS & SUPPLIES	1,500	0	1,000	0	1,000	0	1,000
6405 TUITION, REGISTRATION	3,500	3,195	3,500	3,416	4,000	3,800	4,000
6406 JANITORIAL & SUPPLIES	3,120	3,120	3,120	3,120	3,120	3,120	3,420
6407 EQUIP. MAINT & SERVICE CONTRACT	43,250	43,750	44,800	44,350	44,800	44,800	46,800
6408 PUBLIC & LEGAL NOTICES	3,500	2,530	3,000	2,961	3,000	2,900	3,000
6409 COMPUTER SUPPLIES	4,500	4,559	4,500	3,695	4,500	3,500	4,500
6410 OFFICE SUPPLIES	7,000	7,231	7,000	9,031	7,500	8,000	8,000
6411 TELEPHONE	3,500	2,830	2,800	3,524	2,800	2,900	2,800
6412 UTILITIES	6,000	4,539	6,000	4,584	6,000	4,500	6,000
6415 LCAD & COLLECTIONS AUDIT	7,480	7,700	7,630	7,700	7,900	7,900	8,100
6416 LEGAL FEES	5,000	22,495	5,000	11,196	7,000	5,000	8,000
6417 PROFESSIONAL SERVICES	2,100	3,500	1,800	1,500	1,800	1,800	1,800
6419 BUILDINGS & GROUND MAINTENANCE	5,000	1,731	38,000	13,096	5,000	26,000	5,000
6420 PICTOMETRY SOFTWARE SERVICE	31,560	23,613	31,560	31,484	31,560	31,708	31,710
	488,085	485,262	550,258	521,589	548,887	553,353	567,822
LESS TAX CERTIFICATES & INTEREST REVENUE	-11,000	-12,096	-11,000	-12,830	-11,000	-12,000	-11,000
<b>TOTAL</b>	<b>477,085</b>	<b>473,166</b>	<b>539,258</b>	<b>508,759</b>	<b>537,887</b>	<b>541,353</b>	<b>556,822</b>

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City ManagerITEM NO. 7.1

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

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**Subject:**

Discussion and possible action regarding the composition and neighborhood representation for a Comprehensive Plan Advisory Committee and focus group roster for stakeholder meetings.

Requested By: Finley deGraffenried, City Manager

Submitted By: Gary Cox, Assistant City Manager

Date Submitted: June 5, 2019

For the Agenda of: June 10, 2019

**Procurement and Funding Statement:**

N/A

Attachments: Advisory Committee Roster, Interest Group Roster

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**Summary Statement:**

Staff takes this opportunity to review rosters of the Comprehensive Plan Advisory Committee, and representative stakeholders for interest group meetings. Staff is seeking Council input and direction for any additional names or participation requests.

**Recommendation:**

Discussion and direction

## COMPREHENSIVE PLAN ADVISORY COMMITTEE

1. Dr. James Cain
2. Robin Gradel
3. Deb Williamson
4. Robert McCauley
5. Sid Ball
6. Charlie Pratus
7. Mark Storm
8. Jeff Jackson
9. Dr. Kevin Bott
10. Ron Kuker
11. Tom Welch
12. Herb Pearce
13. Ron Farr

## STAKEHOLDER FOCUS GROUPS

### ECONOMIC DEVELOPMENT GROUP:

Melissa Unger, Chamber of Commerce Director  
Ron Hickerson, Oil States General Manager  
Bruce Schroeder, Ajinomoto General Manager  
Reese Vann, Banker  
Scott Cooley, Attorney  
Sally Yancey, Banker  
Lee Hoffpauir, Business/Property owner  
Benny Boyd, Business owner  
Roy Cockrell, Developer/Business owner  
Deorald Finney, Developer/Business owner  
Tom Whitted, Developer  
Richard Procter, Banker  
Ashley Underwood, Adventist Health Hospital  
Jamie Garrett, Realtor  
Sanjay Patel, Hotel owner  
Hitesh Patel, Assisted Living Facility owner

### MOBILITY GROUP:

Clementine Walker  
Joe Corcoran  
Steve Hamrick, TXDOT Maintenance Supervisor  
Jason Scantling, TXDOT Engineer  
Al Brittain, ZBA member  
CTCOG – HOP transportation  
Post Office Representative  
Chuck Montgomery, Police Department  
Tony Barrio, Code Enforcement  
Mark Rainwater, County Commissioner  
Beverly Spencer, LISD Transportation Director

### HOMEOWNER & NEIGHBORHOOD GROUP:

Lucy Taylor, Sunrise Hills Subdivision  
Amy Lockhart, Sue Ann Addition  
Carlos Franco, Hillcrest Addition  
Jesse Cardenas, Lampasas Springs 2<sup>nd</sup> Addn.  
Macy Blankenship, Wildwood Subdivision  
W.J. McLean, Diamond Ridge Subdivision

T.J. Wright, Fawn Acres  
Dick Parker, LISD  
Sonja Morris, Horseshoe Bend Addn.  
Barbara Adams, Castleberry Addn.  
Beth Cude, Lampasas Springs 1<sup>st</sup> Addn.  
Rebecca Ramos, Park Addn.  
Carolyn Reed, Lampasas Mission Administrator  
Estates of Lampasas Representative  
Garry Milligan, East Lampasas Addn.

QUALITY OF LIFE GROUP:

Dianna Hodges  
Harrell Clary  
Jack Calvert  
Joe Corcoran  
Mindi Pratus  
Jamie Briggs  
Shirley Blake  
Derrick Berrios, LCHEC  
Rhonda Cockrell  
Jamie Briggs  
Lisa Pohlmann, Boys & Girls Club

CIVIC, MAIN STREET, DOWNTOWN GROUP:

Jack Shelton  
Carol Wright  
Glynda Carpenter  
Leah Snell  
Andy Fish  
Rick Hardin  
Todd Briggs  
Kathy Crawford

  
City ManagerITEM NO. 7.2

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

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**Subject:**

Discussion and possible action regarding renewal of Lease Agreement with Hill Country Community Action regarding the Senior Service Center located at 500 East 8<sup>th</sup> Street

Requested By: Finley deGraffenried, City Manager

Submitted By: Finley deGraffenried, City Manager

Date Submitted: June 5, 2019

For the Agenda of: June 10, 2019

**Procurement and Funding Statement:**

N/A

Attachments: Draft Lease

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**Summary Statement:**

As reported in the previous meeting, Council is asked to consider renewal of the lease with Hill Country Community Action ("HCCAA"). The lease is substantially identical to the previous lease, with the exception of the allowance of "Senior Adult Services" uses; and the deletion of redundant sections and obsolete terms.

**Recommendation:**

Motion to approve and authorize Mayor to execute lease.



structures currently present thereon. For purposes of this Lease, the Premises shall also include parking areas, walkways, yards, and grounds associated with and located upon the Premises.

- 1.2 Use. The Leased Premises shall be used by Lessee for the sole purpose of operating a three (3) classroom Head Start/Early Head Start program (“Program”) for families of the City of Lampasas and Lampasas County, only, (the “Lampasas Area”), and for providing space for Senior Adult programs and use for the citizens of the City of Lampasas, and shall not be used for any other purpose without first obtaining the Lessor’s consent, in writing. Participants in the Program shall be strictly limited to persons from the Lampasas Area. In the event that Lessee discontinues the use of the Property for the purpose stated herein for a consecutive period of thirty (30) days or more, or commences or attempts to conduct any other use of the Leased Premises, other than that use specifically noted herein, without the express written permission of the Lessor, then this Lease shall terminate immediately and Lessee shall have thirty (30) days to vacate the Leased Premises.
- 1.3 Compliance with the Law. Lessee shall at all times observe the laws, rules and regulations of the State of Texas and all other pertinent governmental entities. Lessee shall not conduct any activities which would cause the Lessor to be in violation of any local, state or federal laws, rules, or regulations or for a purpose in violation of applicable covenants and restrictions. Lessee shall not commit, or allow to be committed, any waste or nuisance on the Leased Premises or harm the Leased Premises in any way that may reduce, harm or diminish the value or marketability of same. Lessee shall promptly advise Lessor of any litigation, alternative dispute resolution procedure, or administrative hearing concerning the premises as soon as same arises.
- 1.4 Non-Interference with Lessor’s Use. Lessee shall not conduct any activity which interferes, or could interfere, with the Lessor’s present or future use of the Leased Premises. Lessee shall permit the Lessor the right to enter the Leased Premises at reasonable times to inspect and/or repair the Leased Premises.
- 1.5 Personal Property. Lessor contemplates that personal property may be placed upon the Property and Premises by Lessor, from time to time during the Term hereof, and as it may be extended. At termination or expiration of this Lease, all such personal property shall remain the property of Lessor, subject to its superior right of possession or subject to its direction and control, unless otherwise agreed by the Parties. Likewise, personal property placed upon the Premises by Lessee shall remain the property of Lessee, unless otherwise agreed by the Parties.

## SECTION 2. TERM

- 2.1 Term. The Initial Term (also referred to herein as “Term”) of this Lease Agreement shall commence on the   1st   day of July, 2019, (“Commencement Date”) and shall continue thereafter on a year to year basis unless otherwise terminated as herein

provided.

- 2.2 Cancellation Privileges. Either the Lessor or the Lessee shall have the right to cancel this Agreement, for cause or no cause, upon giving ninety (90) days written notice to the other Party. Such cancellation shall become effective on the tenth (10<sup>th</sup>) business day after the written notice of cancellation is provided to the other Party, or at such other time as mutually agreed by the Parties.

### **SECTION 3. HOLDING-OVER**

Should Lessee remain in possession of the Leased Premises after the termination of this Lease Agreement, whether such termination occurs by the lapse of time or otherwise, without a written execution by Lessor and Lessee of a written Renewal Term or new lease, Lessee shall be deemed to be occupying the Leased Premises as a tenant at sufferance, subject to all the covenants and obligations of this Lease Agreement, including at Lessor's option payment of rent for use of the Leased Premises beyond the Term or Renewal Term(s).

### **SECTION 4. RENT**

- 4.1 Rent. Lessee shall, as full consideration of Rent, operate a Head Start Program and Senior Adult program that provides services to the Lampasas community. No other Rent is anticipated or agreed upon by the Parties.

### **SECTION 5. ABANDONED PROPERTY**

All goods, effects, materials, remains, or temporary improvements of whatever kind or nature and/or alleged value to Lessee (but no permanent improvements) not removed by Lessee within fifteen (15) calendar days after the natural expiration of this Lease Agreement, or any extension hereto, or within seventy-two (72) hours after termination by the Lessor by reason of Lessee's default, shall be considered abandoned and Lessor shall have the right and the authority to dispose of same, as it deems expedient, including storing such items at the cost and expense of Lessee with no further act or notice required. Lessee shall reimburse Lessor for any expenses incurred by Lessor in connection with this paragraph including legal fees and court costs. Lessor shall not be liable or responsible for damage, theft or any other type of damage to any property abandoned on the Leased Premises by Lessee. The Lessee specifically consents and agrees that by entering into this Lease, it waives all rights to make claims against Lessor related to any item remaining on the Leased Premises after any termination or expiration of this Lease Agreement.

### **SECTION 6. DELIVERY, ACCEPTANCE, AND SURRENDER OF PREMISES**

Lessor makes no representations or warranties regarding the condition or fitness of the Leased Premises, including any building, structure or improvement thereon for any particular purpose. By taking possession of the Leased Premises pursuant to this Lease Agreement, Lessee conclusively accepts the Leased Premises as fit for Lessee's purpose and use and in

good and sanitary order, condition, and repair. Lessee further warrants that all matters related to or arising out of the construction of any building, structure or improvement on the Leased Premises were approved by, and have been accepted by, Lessee in an "AS IS" condition. Lessee herein agrees and consents to accept all faults, deficiencies, defects, whether known or unknown to Lessor and/or Lessee at the commencement of the Initial and Renewal Terms which warranty by Lessee shall survive the term of this Lease Agreement, or any extension thereto, in perpetuity. Lessee shall, on the termination of this Agreement, surrender the Leased Premises to Lessor in the same or better condition as when received, reasonable wear and tear accepted. Lessee agrees to remove all business signs, markers or symbols placed on the Leased Premises, by it, before redelivery of the Leased Premises to the Lessor, and to restore the Leased Premises to the same or better condition before the execution of this Lease Agreement. There are no stated or implied warranties of habitability or fitness for use, or of any other kind, arising out of this Lease.

#### **SECTION 7. POSTING OF SIGNS, AWNINGS, OR MARQUEES BY LESSEE**

Lessee agrees that it will not construct or place, or permit to be constructed or placed, signs, awnings, marquees, or other structures and/or improvements on or projecting from any portion of the Leased Premises without Lessor's prior written consent.

#### **SECTION 8. LESSEE'S BANKRUPTCY**

Notwithstanding any other provisions herein, if a petition in bankruptcy is filed, or is threatened to be filed by or against Lessee in any court of competent jurisdiction, Lessor shall have the right, at its sole discretion, to terminate this Lease by giving notice in writing, by registered or certified mail, to the receiver or trustee in bankruptcy. Such termination shall be effective immediately.

#### **SECTION 9. UTILITIES**

9.1. Utility Service. All utilities including, but not limited to, electric, water, wastewater, telephone, cable, internet, and gas shall be the sole responsibility of the Lessee.

If Lessor elects to do separate metering in the future, then the cost to install separate meters will be the responsibility of the Lessor. If Lessor elects to install separate meters, the utility services shall remain in the name of the Lessor. However, it is acknowledged and agreed by the Parties that should separate metering be installed at Lessor's discretion, there will be some change in the monthly cost of utilities to the Lessee, and further, that such change would be dependent upon the utility usage by the Lessee at the time the separate meters were installed. Should Lessee fail or refuse to pay a charge for any Utility Service assessed or incurred, Lessor may elect to forfeit or terminate this Lease without further action or notice to Lessee.

9.2. Utility Release. Lessor shall not be liable for any personal injury, property damage, consequential damages, claims or assessments that may result from the operation,

service and/or faulty installation of Utility Services on the Leased Premises, whether through negligence, fault or no fault, nor shall Lessor be liable for any injury or damage suffered by Lessee or any third-party as a result of the failure to make repairs to utility facilities.

### **SECTION 10 REPAIRS, IMPROVEMENTS AND MAINTENANCE**

- 10.1 Lessee's Obligations. Lessee shall have the duty, at its sole cost and expense, to keep, maintain, and preserve the interior of the Leased Premises, in good order and repair which reflects credit upon the Lessee. Further, the Parties agree that Lessee shall make all improvements to the Leased Premises as may be necessary to meet all current and future federal, state or local licensing requirements for Head Start and Senior Adult facilities and/or programs. Lessee shall assume sole responsibility for all modifications related to its use of the Premises, including but not limited to furnishings, furniture, appliances, fixtures, and supplies.
- 10.2 No Liens. The Lessee acknowledges and agrees that it shall not undertake any activity related to the Leased Premises that results in the filing of any lien against the Property.
- 10.3 City Approval of Improvements. No modification or alteration of the Lease Premises or the Property shall be made by lessee without the express written prior consent of the Lessor, who shall also have sole authority to approve all plans, designs and other details of any such modifications. In support of the Program, the City agrees to waive all building permit and construction fees, during any Term(s) of this Lease, related to any improvements approved by the City for the Leased Premises. Any modification to the Leased Premises will require protection and preservation of any historic components, and/or structures, and shall ensure there is limited damage to any landscaping, trees, drainage facilities and/or the environment. Lessor shall have no duty or responsibility for any plans or work on the Leased Premises during the term of the Lease.
- 10.4 Nothing herein shall be construed as a release or waiver of Lessor's right to insist upon Lessee's strict compliance with future regulations imposed by any governmental or administrative authority, including without limitation any zoning regulations, taxes, license or permit requirements, or franchise fees which may be approved by Lessor's own governing body as well as any and all compliance required by State and Federal laws.
- 10.5 Documentation of Construction/Improvements by Lessee. Lessee shall maintain, and provide to the Lessor at least annually, or any time upon request, all documentation related to any work, renovation, construction or improvement to the Leased Premises during the Term of the Lease, including records of contractors and subcontractors used, expenditures made, materials purchased and used, and activities performed.
- 10.6 Ownership of Leased Premises and All Improvements. The Parties acknowledge and agree that ownership of the Leased Premises is solely with the Lessor and that ownership of any improvements, expansions, renovations or construction done to the Leased Premises during any Term(s) of the Lease shall become and remain the sole

property of the Lessor at the expiration or termination of the Lease. Further, the Parties expressly agree that at the expiration or termination of the Lease, the Lessor shall not be required to compensate Lessee in any amount for any construction, renovations, improvements or repairs done to the Leased Premises during the Term of this Lease.

- 10.7 Lessor's Right of Inspection/Repair. Lessor reserves the right, but has no duty, to enter the Leased Premises at reasonable times to inspect the Leased Premises, including any buildings, structures, or improvements thereon, to perform maintenance and repair to any part of the Leased Premises that are necessary to keep, maintain, or preserve same in a reasonable state, at the sole cost and expense of the Lessee. Lessor may, in connection with such repairs, erect scaffolding, fences, and similar structures, post relevant notices, and place movable equipment on the Leased Premises, as Lessor deems necessary, and without incurring any liability to Lessee for disturbing quiet enjoyment of the Leased Premises, or loss of occupation thereof. The Parties acknowledge and agree, however, that the Lessor shall have no duty, responsibility or obligation to inspect, repair, remodel, improve, decorate, paint or replace any part or component of the Leased Premises, specifically including any building, structure or improvement thereon, at any time following the Effective Date of this Lease Agreement. Any interference by the Lessor related to arising out of this paragraph shall constitute a breach of this Agreement entitling Lessor to any remedy provided herein or at common law.
- 10.8 Lessor Performance of Maintenance and Repairs. Lessor will provide maintenance to the exterior of the premises and grounds, including without limitation, exterior and structural repairs, and heating and air conditioning equipment not made necessary by the fault of Lessee.
- 10.9 Access. Lessee agrees to permit Lessor unfettered and undelayed access and opportunity to perform work or inspection of the Property. Any interference by Lessee of Lessor's rights hereunder shall be a material breach of the Lease Agreement. To facilitate inspections, the Parties shall make available to one another duplicate keys or other means necessary to permit both parties to access the Leased Premises.

## SECTION 11. INSURANCE

Lessee agrees to procure and maintain in full force and effect, at all times during the Lease Term, and any extension thereof at Lessee's sole cost and expense, the following:

- 11.1 Personal Property Insurance. Lessee has full responsibility to obtain and maintain personal property insurance to the limits determined by the Lessee. Lessor takes no responsibility for the loss or replacement of any personal property placed upon Leased Premises by Lessee. Lessee shall waive any and all claims related to Lessee's personal property at the Leased Premises.
- 11.2 Standard Property Insurance. Lessor shall maintain standard property insurance insuring the Leased Premises against the perils of fire, extended coverage, vandalism, environmental damage, malicious mischief, special extended coverage ("all risk"), and

sprinkler coverage, up to an amount equal to or in excess of the then existing full replacement cost of the Leased Premises and any improvements made thereto.

- 11.3 Comprehensive General Liability Insurance. Comprehensive general liability insurance insuring Lessee against any/and all liability that could arise out of this Lease Agreement, or the use, occupancy, or maintenance of the Leased Premises and all appurtenances thereto by any person, entity, or occupant. Such insurance shall be in the amount of not less than One Million and 00/100 U.S. Dollars (\$1,000,000.00) dollars combined single limit for injury to, or death of one or more persons in a single occurrence, and for damage to tangible property (including loss of use and loss of income) in any one occurrence. The policy shall insure the hazards of the Leased Premises, the operations conducted in and on the Leased Premises, independent contractors, and contractual liability (covering in full the indemnity to the Lessor contained in this Agreement), and shall name Lessor and any mortgagee(s) as 'additionally insured' parties, as their respective interests may appear. Lessor and any named mortgagee shall be furnished with a copy of the certificate of insurance. Such coverage shall be primary and noncontributing with any insurance carried by Lessor. Any policy shall specifically identify and name the City of Lampasas as a "loss payee" and "additional insured."
- 11.4 Workers Compensation. The Lessee shall maintain worker's compensation and employer's liability insurance as required by the State of Texas.
- 11.5 Supplemental Insurance. The Lessee shall obtain any supplemental insurance that either Party may determine is necessary to protect the Lessee and/or Lessor during the term of this Lease Agreement, or any extension thereof. Specifically, the Lessee shall obtain and continuously maintain during the Term of the Lease adequate insurance to cover all liability associated with the Lessee's acts and omission related to operation of the Program at the Leased Premises. Included in the supplemental insurance required is Lessee's coverage for the participants in the Program, in a minimum amount of \$100,000, per occurrence.
- 11.6 Right of Lessor to Terminate. Lessee covenants and agrees that if all necessary insurance policies are not kept in force during the entire Term of this Lease Agreement, including any extension thereof, Lessor may terminate the Lease. Further, Lessee acknowledges and agrees that the insurance policies referenced herein are material inducements to Lessor to enter into this lease and any failure of Lessee to comply with these requirements shall constitute an acknowledged breach by Lessee.
- 11.7 Increasing Risk. Lessee agrees and covenants not to use the Leased Premises in any manner, even though it may be for the purposes for which the Leased Premises was leased, that may increase risks covered by insurance on the Leased Premises, increase the rate of insurance on the Leased Premises, or cause cancellation of any insurance policy covering the Leased Premises. Lessee further agrees not to keep, use, sell or store on/in the Leased Premises, or permit to be kept, used, or sold thereon, anything prohibited by any policy covering the Leased Premises. Lessee agrees to comply, at

Lessee's own expense, with all requirements of all insurers as necessary to keep in force the required insurance coverage noted herein.

- 11.8 To the full extent possible, any provisions of law relating to liability to or injuries to any third party, person or entity, in favor of either party hereto, and whether relating to governmental immunity or to non-profit entities or otherwise, shall inure to the benefit of either party or both Parties.

#### **SECTION 12. RELEASE, HOLD HARMLESS & INDEMNITY**

- 12.1 LESSEE HEREBY HOLDS HARMLESS, RELEASES AND WAIVES ANY AND ALL CLAIMS AND CAUSES AGAINST LESSOR AND LESSOR'S OFFICERS, REPRESENTATIVES, AGENTS AND/OR EMPLOYEES FOR ANY AND ALL CLAIMS, INJURY OR DAMAGE TO THE PERSON, PROPERTY, OR BUSINESS SUSTAINED IN OR ABOUT THE BUILDING OR THE LEASED PREMISES BY (1) LESSEE, ITS AGENTS, REPRESENTATIVES, OWNERS, EMPLOYEES, INVITEES, CLIENTS OR CUSTOMERS, AND (2) BY OTHER TENANTS OR OCCUPANTS OF THE LEASED PREMISES, AND (3) BY ANY THIRD-PARTY PRESENT ON THE LEASED PROPERTY WHETHER SUCH INJURY OR DAMAGE RESULTS FROM ANY ACT, OMISSION, NEGLIGENCE, OCCURRENCE, OR CONDITION IN OR ABOUT THE LEASED PREMISES OR FROM ANY OTHER CAUSE OR CONDITION, WHETHER SUCH DAMAGE(S) ALLEGED OR ACTUAL, ARE CAUSED BY LESSOR, OR ANY OTHER PERSON.**
- 12.2. IF ANY SUCH INJURY OR DAMAGE DESCRIBED IN THE ABOVE PARAGRAPH RESULTS FROM ANY ACT OR NEGLIGENCE OF LESSEE, ITS EMPLOYEES, OWNERS, REPRESENTATIVES, AGENTS, INVITEES, CLIENTS OR CUSTOMERS, LESSOR MAY, AT LESSOR'S SOLE OPTION, REPAIR SUCH INJURY OR DAMAGE. LESSEE SHALL, UPON DEMAND BY LESSOR, PROMPTLY AND FULLY REIMBURSE LESSOR FOR THE TOTAL COST THEREOF, PROVIDED THAT LESSEE SHALL NOT BE RESPONSIBLE FOR THAT PART OF THE COST FOR WHICH LESSOR HAS BEEN COMPENSATED BY INSURANCE PROCEEDS IF ANY, SO LONG AS IF THE INSURANCE CARRIER HAS WAIVED ITS RIGHT OF SUBROGATION AGAINST LESSEE.**
- 12.3 LESSEE AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS LESSOR, ITS OFFICERS, AGENTS AND EMPLOYEES AGAINST ANY AND ALL CLAIMS, DEMANDS, COSTS, CAUSES, DAMAGES, AND EXPENSES OF EVERY KIND AND NATURE, INCLUDING REASONABLE ATTORNEYS' FEES FOR THE DEFENSE THEREOF, ARISING FROM: (1) THIS AGREEMENT, (2) THE CONSTRUCTION OR CONDITION OF THE LEASED PREMISES, AND/OR LESSEE'S OCCUPANCY OF THE LEASED PREMISES, INCLUDING ANY BUILDING, STRUCTURE, OR IMPROVEMENT THEREON, AND/OR (3) FROM ANY BREACH OR DEFAULT ON THE PART OF LESSEE IN THE PERFORMANCE OF ANY AGREEMENT OF LESSEE**

**TO BE PERFORMED PURSUANT TO THE TERMS OF THIS LEASE AGREEMENT, AND/OR FROM ANY ACT OR NEGLIGENCE OF LESSEE, ITS EMPLOYEES, REPRESENTATIVES, AGENTS, INVITEES, CUSTOMERS, OR THIRD-PARTIES, ON OR ABOUT THE LEASED PREMISES. IN THE EVENT ANY SUCH PROCEEDINGS ARE BROUGHT AGAINST ANY OF SUCH PERSONS, LESSEE COVENANTS TO DEFEND THE PROCEEDING AT ITS SOLE COST AND EXPENSE BY LEGAL COUNSEL REASONABLY SATISFACTORY TO LESSOR, IF REQUESTED BY LESSOR.**

- 12.4 Both Parties acknowledge and agree that it is not the intent of this Agreement to waive, diminish, or otherwise alter any immunity or claim of exemption from liability of either Party, as that relates to any claim or action by any third party.

### **SECTION 13. ASSIGNMENT OR SUBLEASE**

Lessee hereby agrees not to assign or sublease the Leased Premises, or any part thereof, or any right or privilege connected therewith, or to allow any person, except Lessee's agents and employees, to occupy the Leased Premises without first obtaining Lessor's written consent, which may be denied by Lessor at its sole discretion. A single consent to assignment or sublease by Lessor shall not be consent to a subsequent assignment, sublease or occupation by other persons or entities. Lessee's unauthorized assignment, sublease, or license to occupy shall be void, and shall immediately terminate the Lease at Lessor's option. Lessee's interest in this Lease is not assignable by operation of law, nor is any assignment of any interest therein, without Lessor's prior written consent.

### **SECTION 14. EVENTS OF DEFAULT**

- 14.1. Default by Lessee. Each of the following events shall be deemed to be an event of material breach and default of this Lease Agreement:

- A. Lessee's failure to pay any installment of Rent in advance on the first day of the month or shall fail to perform or discharge any other obligation or liability under this Lease Agreement requiring the payment of money when any such payment is due.
- B. Default by Lessee in performance of, or in violation of, any other term or provision of this Lease Agreement, if such default is not cured within forty-five (45) days after the date that written notice of default is sent to Lessee by Lessor.
- C. Lessee's failure to cooperate with Lessor, as determined necessary by Lessor, to resolve any disputes with third-parties, related in any manner to the Leased Premises.
- D. The filing or execution or occurrence of a petition in bankruptcy or other insolvency proceeding by or against Lessee, or a petition or answer seeking relief under any provision of the Bankruptcy Act, or an assignment for the benefit of creditors, or a petition or other proceeding by or against Lessee for the

appointment of a trustee, receiver or liquidator of the Lessee or any of Lessee's properties, or a proceeding by a governmental authority for the dissolution or liquidation of the Lessee, or the levying of a writ of execution or attachment on or against Lessee's property, or the creation of a mechanic's lien or claim therefore against the Leased Premises or any improvements thereon caused by or resulting from any work performed, materials furnished, or obligation incurred by or at the request of Lessee; and

- E. The abandonment or vacating of the Leased Premises, or any substantial portion thereof by Lessee.
- F. Lessee is found to be in violation of any federal, state or city law, regulation, ordinance or policy.

14.2. Remedies of the Lessor. Upon the occurrence of any events and/or defaults by the Lessee, the Lessor shall have the option to pursue any one or more of the following remedies upon forty-five (45) days written notice to Lessee:

- A. Terminate this Agreement, in which event Lessee shall immediately surrender the Leased Premises to the Lessor. In the event the Lessee fails to immediately surrender the Leased Premises to the Lessor the Lessor may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the Leased Premises and remove Lessee and any other person who may be occupying said Leased Premises or any part thereof.
- B. Re-enter and resume possession of the Leased Premises, alter locks and other security devices at the Leased Premises, remove all personal property of the Lessee, using whatever force as may be reasonably necessary, at the sole cost of the Lessee and re-let the Leased Premises on such terms as are reasonable and as the Lessor may deem advisable. Lessee agrees to pay to the Lessor on demand any costs and/or deficiencies that may arise by reason of such relenting due to default or breach.
- C. Remedy the default for the account of Lessee, which Lessee shall be obligated to pay to Lessor, including all costs, expenses, and disbursements incurred by Lessor in taking such remedial action.

#### **SECTION 15. DEFAULT BY LESSOR**

In the event of an alleged act or omission by Lessor, Lessee shall not exercise any right to which it may be entitled until Lessee has given notice in writing to the Lessor of such act or omission at which time the Lessor shall have thirty (30) days to cure same.

#### **SECTION 16. INTEREST AND ATTORNEY'S FEES**

In the event Lessor should find it necessary to employ an attorney and initiate mediation or litigation for the purpose of collecting any sum due or enforcing any right hereunder or pursuant to any other agreement by and between the Parties, Lessee agrees to pay Lessor

reasonable attorneys' fees for the services of Lessor's attorney in such actions or activities, including all mediation or court costs incurred by the Lessor, thereby.

## SECTION 17. MISCELLANEOUS

17.1 Notice. Notice arising out of or pursuant to the provisions of this Lease Agreement shall be in writing and delivered by hand or certified postage prepaid, addressed to the person authorized to receive such notice. Notices shall be delivered to the Parties at the addresses set forth below or to such other addresses as the Parties designate in writing.

A. Notice to Lessor:

City of Lampasas  
Attn: City Manager  
312 East Third Street  
Lampasas, Texas 76550

B. Notice to Lessee

HCCAA  
Attn: Ms. Tama Shaw, CEO  
P.O. Box 846  
San Saba, Texas 76877

17.2 Waiver. A delay by Lessor in enforcing any part of this Lease Agreement shall not be deemed a waiver of any of Lessor's rights or remedies, and shall not be deemed a waiver of any subsequent breach or default by Lessee. If Lessor accepts any Rent payment after its due date, the acceptance shall not be construed as a waiver of the breach, shall not change any other due date, and shall not waive any of Lessor's rights or remedies. No term or provision of this Lease Agreement is intended to or shall have the effect of altering in any way Lessor's rights to sovereign immunity, as per Texas law.

17.3 Severability. Each and every covenant and obligation contained in this Lease Agreement is and shall be construed to be a separate and independent covenant and obligation. If any term or provision of this Lease Agreement, or its application to any person or circumstances, shall be held invalid, illegal or unenforceable, the remainder of this Lease Agreement shall be unaffected, and each and every other term and provision shall be enforced to the fullest extent permitted by law.

17.4 Venue and Applicable Law. The Parties hereto agree that the laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this lease. Venue for any action involving this lease shall be in the state courts of Lampasas County, Texas.

17.5 Interpretation. Time is of the essence in this Lease Agreement. Each Party has read and understands the meaning and effect of this Lease and has been allowed opportunity and time to confer with their respective attorneys and advisors.

- 17.6 Construction. The Parties agree that the Lease Agreement shall be construed fairly and simply and not strictly against either Party.
- 17.7 Lease Controls. If any provisions in this Lease Agreement conflict with any provision in any other instrument, those herein shall control.
- 17.8 Binding Effect. All of the terms, covenants, and conditions contained within this Lease Agreement shall apply to, bind, inure to the benefit of, and be exercised by the heirs, executors, administrators, successors in interest and assigns of all Parties, except as otherwise expressly provided herein.
- 17.9 Headings. Headings used throughout this Lease Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, restrict, modify, amplify or aid in the interpretation or construction of the meaning of the provisions of this Lease Agreement. The terms "hereof," "hereunder" and "herein" shall refer to this Commercial Lease as a whole, inclusive of all exhibits, except as otherwise expressly provided. The use of the masculine or neuter genders herein shall include the masculine, feminine and neuter genders. The singular form shall include the plural when the context requires.
- 17.10 Compliance with Regulations. Lessee agrees to fully comply with all applicable and pertinent Federal, State and local laws and regulations, including but not limited to the Lampasas Building Codes and the Texas Department of Health Statutes and Regulations.
- 17.11 Entire Agreement. This Lease Agreement is the entire agreement between Lessee and Lessor related to the Leased Premises, and it incorporates all other written, verbal, express, and implied agreements made between any Party or any agent of any Party to this Lease in connection with this transaction.
- 17.12 Amendment. No Amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the parties hereto.
- 17.13 Good Faith/Cooperation. If any provision of this Agreement is found to be unlawful or unenforceable, the Parties will negotiate in good faith so that it shall be in compliance with applicable laws and consistent to the extent possible with the original intent of this Agreement. The Parties shall cooperate with one another to the extent reasonably possible, to perform the duties set forth herein.
- 17.14 Authority of Signatories. The Parties agree and acknowledge that the individuals affixing their names below are fully authorized by the Parties to this Agreement to enter into this Agreement on behalf of the Parties they represent and that they are further authorized to commit their respective organizations to the terms and conditions of this Agreement.



GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS           §  
   §  
COUNTY OF LAMPASAS   §

BEFORE ME, the undersigned authority, on this day personally appeared Tama Shaw, as Chief Executive Officer of Hill Country Community Action Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed same as the act and deed of and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public, State of Texas

**Exhibit A**

Exhibit B

A tract of land in Lampasas County, Texas, identified as \_\_\_\_\_ and according to the map or plat thereof, recorded in the Plat Records of Lampasas County, Texas. Locally known as 510 E. 8<sup>th</sup> Street, 500 E. 8<sup>th</sup> Street, and 901 S. Liveoak, Lampasas, Texas.

[Diagram of Leased Premises, diagram of the property leased to HCCAA.]

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City Manager

ITEM NO. 7.3

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

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**Subject:**

Discussion and possible action regarding consent for Salvation Army to use the City of Lampasas property under lease to Hill Country Community Action ("HCCAA")

Requested By: Finley deGraffenried, City Manager

Submitted By: Finley deGraffenried, City Manager

Date Submitted: June 5, 2019

For the Agenda of: June 10, 2019

**Procurement and Funding Statement:**

N/A

Attachments:

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**Summary Statement:**

Per section 1.2 of the lease agreement by and between the City of Lampasas and HCCAA, the City must provide consent for uses not included in the lease. The City has received a request by HCCAA and the Salvation Army for use of the premises as indicated. City Staff has indicated concern that the current use by AARP tax preparers should not be inconvenienced. The program assists seniors with tax preparation and has used the facility for twenty years.

**Recommendation:**

Motion to provide consent for use of City Property under lease to HCCAA by the Salvation Army conditional on the scheduling around tax preparation and providing adequate space can be maintained for both services.

## Finley deGraffenried

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**From:** Tama Shaw <tshaw@hccaa.com>  
**Sent:** Friday, May 24, 2019 5:48 PM  
**To:** Finley deGraffenried  
**Cc:** Kimbra Hobbs  
**Subject:** Lampasas Center Repairs Request from Salvation Army  
**Attachments:** Lampasas Center Repair List.pdf

**EXTERNAL email: Exercise caution when opening.**

Finley,

The Salvation Army has been using the Deck Building behind the Senior Center to hold meetings for some time. They recently requested to be allowed to make some repairs and improvements to the building. I told them I would have to get permission from the City. I have attached a copy of the list of repairs they intend to make.

Please let me know if you approve this request.

Thank you.

Tama Shaw, CEO  
Hill Country Community Action  
325-372-5167 Ext. 236  
Cell 512-734-5700

Repairs and Remodeling  
on Deck Building  
@ Lampass Senior Center

- ① Ramp with rail replacing steps
- ② Pathway from driveway to patio.
- ③ Roof repair in at least 3 corners of the building.
- ④ Support for heating/cooling unit.
- ⑤ Sealing cracks in interior walls.
- ⑥ Painting of interior walls.
- ⑦ Repair of molded area of wall.
- ⑧ Portable room divider.
- ⑨ Replacing locks & doorknobs.

A. Thomason, Director Lampass Sr. Center  
4/30/19

## Finley deGraffenried

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**From:** Carolyn Reed <cfreed49@yahoo.com>  
**Sent:** Wednesday, May 29, 2019 10:12 AM  
**To:** Finley deGraffenried; Bob Chapman  
**Cc:** David Spradley; Nancy Yeary; Ruthie Martin  
**Subject:** Re: City/HCCAA Agreement

Mr. deGraffenried,

As an addition to Bob's response, I would like to point out that the improvements that we are willing to make would also benefit the AARP volunteers. A ramp into the building instead of the current steps with a handrail full of splinters would make it much easier to enter the building. Fixing the leaking roof, cleaning the carpet, etc would benefit both organizations.

One of our desires as a local Salvation Army unit is to work with other organizations that benefit the citizens of Lampasas.

Thank you for your willingness to work with us!

Carolyn Reed

On Tuesday, May 28, 2019, 5:17:08 PM CDT, Bob Chapman <bchapman50@msn.com> wrote:

Sharing the space with the AARP income tax helpers is not a problem at all. In fact, when we first started using the building before the "new agreement" issue came up, the tax preparation was on-going and we worked around them. If I remember correctly, they were done by 2 PM and our office hours didn't start until 2. We typically only use the office from 2 to 4 on Tuesdays, but we would like to be able to enter and use the building as necessary as coordinated with HCCAA.

This building is very large and we do not plan to use all the space. We would like to partition it off so that the use of the building can be flexible, although we will have a permanent desk and seating area for our clients. We might be able to use the area outside the partitioned area as a waiting area for other clients until we have completed the private counseling of the initial client. Even at that, it would be an easy matter to move our minimal furnishings around as necessary to accommodate other uses as long as we have advance notice and can coordinate it with HCCAA.

I have heard that when the previous Salvation Army Unit was in existence, the Senior Citizen Center provided them office space. Senior Citizen uses and Salvation Army uses are very compatible and often involve the same clients. I would hope this arrangement could be seen as a win-win for Lampasas County residents. Your attention to this matter has been greatly appreciated.

Bob Chapman  
President, Lampasas County Unit of the Salvation Army

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**From:** Finley deGraffenried <finley@cityoflampasas.com>  
**Sent:** Tuesday, May 28, 2019 4:38 PM  
**To:** Bob Chapman  
**Subject:** RE: City/HCCAA Agreement

  
City ManagerITEM NO. 7.4

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

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**Subject:**

Discussion and possible action regarding the renewal franchise agreement between the City of Lampasas and Acadian Ambulance Service.

Requested By: Finley deGraffenried, City Manager

Submitted By: Finley deGraffenried, City Manager

Date Submitted: June 5, 2019

For the Agenda of: June 10, 2019

**Procurement and Funding Statement:**

N/A

Attachments: Franchise Agreement, Article IV Franchise Requirements from City of Lampasas Ordinances.

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**Summary Statement:**

The City's non-exclusive franchise agreement for non-emergency ambulance service with Acadian Ambulance Service has expired. Per Section 22-252 a franchise is required as specified. Acadian, and previously Capitol Ambulance, has assisted and supported City Emergency Services by providing stand by services, training coordination, and first aid supplies. Staff recommends approval of the agreement under the same terms.

**Recommendation:**

Motion to approve franchise agreement with Acadian Ambulance.

## ARTICLE IV. - FRANCHISE REQUIREMENTS FOR PRIVATE AMBULANCE SERVICE

## Sec. 22-251. - Definitions.

The following terms, phrases, words and their derivations when used in this ordinance shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. When not inconsistent with the context, words used in the present tense include future, words used in the plural number include singular number, and words used in the singular number include the plural number, and the use of any gender shall be applicable to all genders whenever the sense requires. The words "shall" and "will" are mandatory, and the word "may" is permissive. Words not defined shall be given their common and ordinary meaning.

*Ambulance service* shall include any ambulance, emergency medical services, or medical standby services provided.

*Mutual aid* shall mean those emergency calls where aid is sought by the ambulance service for standby care as determined by the city.

*911 provider* shall mean the ambulance service designated to provide emergency services to the community which is dispatched by the City of Lampasas or Lampasas County.

(Ord. No. 1387, § 1, 1-14-2013)

## Sec. 22-252. - Private ambulance service franchise.

It shall be unlawful for any person to furnish, operate, advertise, otherwise engage or profess to be engaged in the operation of a private ambulance service upon the streets of Lampasas without a franchise as provided by this article. Ambulance services provided and operated by a medical facility with no separate charge for such transport are not precluded by this section. Franchise grants are for non-exclusive, non-emergency service unless specified otherwise in the franchise agreement and as may be allowed by law.

(Ord. No. 1387, § 2, 1-14-2013)

## Sec. 22-253. - Franchise application; requirements.

- (a) Application for a private ambulance service franchise shall be filed with the city secretary. An applicant shall furnish the following proof and information, which shall be subscribed and sworn to before a notary public:
  - (1) That the applicant has not been convicted of a felony or of a misdemeanor involving moral turpitude within the last ten years.
  - (2) A statement that the applicant has obtained or will obtain liability insurance in accordance with the requirements provided by this chapter before commencing service, in the event a franchise should be granted.
  - (3) The application shall set out the number of transfer vehicle(s) which the applicant proposes to operate and the year of manufacture, make, model, and body style of each vehicle.
  - (4) The names of all persons having a financial interest, direct or indirect, in such application and the ambulance service to be conducted thereunder.
- (b) Copies of each application for a private ambulance service franchise shall be forwarded to the city manager for review and recommendation to the city council. In addition, the fire chief shall also review such applications and make recommendations to the city council.

- (c) An applicant therefore shall not be granted a private ambulance franchise unless the city council finds and determines that the public convenience will be served by the issuance thereof. The burden of proof shall be upon the applicant to establish clear, cogent and convincing evidence that the public convenience will be served by the granting of a private ambulance service franchise.

In determining public convenience, the city council shall consider the following:

- (1) The distance from the permanent address at which the applicant proposed to operate the ambulance service to hospitals and other medical facilities providing service to the public.
  - (2) The number of ambulance vehicles which will be covered by the ambulance franchise and the hours during the day and days during the week that the applicant proposes to furnish such service.
  - (3) In the event the applicant has previously participated, or is currently participating, in an ambulance service, evidence as to whether the applicant performed or is performing in a satisfactory manner shall be presented.
  - (4) Public convenience further shall mean that the permanent address from which the ambulance service is proposed to be operated will be within the city limits.
- (d) No ambulance service franchise will be granted unless the city council determines that the application as required is true and correct and that the proposed operation will be in compliance with all provisions of this chapter, and all applicable state and federal statutes and regulations.

(Ord. No. 1387, § 3, 1-14-2013)

Sec. 22-254. - Insurance and performance bond.

- (a) *Insurance.* No ambulance vehicle shall be operated on the public streets of the city unless the applicant provides evidence to the chief of police that the applicant has in full force and effect a public liability insurance policy on the ambulance vehicle, such insurance policy to be issued by an insurance company licensed to do business in the State of Texas. Such insurance policy shall:
- (1) Provide liability coverage for each vehicle of not less than \$250,000.00 per person, or \$500,000.00 per occurrence for personal injury or death, and \$100,000.00 per accident for property damage;
  - (2) Name the City of Lampasas as an additional insured, and provide a waiver of subrogation in favor of the city;
  - (3) Not contain a passenger liability exclusion; and
  - (4) Provide for at least 30 days prior written notice of cancellation or change to the city.
- (b) *Performance bond and revocation clause.*
- (1) The ambulance service franchise holder shall establish a \$10,000.00 performance bond. The purpose of this bond is to recover costs to the City of Lampasas for accepting and administering applications for an ambulance service in the event the franchise is revoked.
  - (2) If the ambulance service franchise holder violates any provision or standard of this article, the city council may order the revocation of the franchise, and forfeiture of the performance bond.

(Ord. No. 1387, § 4, 1-14-2013)

Sec. 22-255. - Length of franchise.

The length of the franchise will be for five years from date of execution by all parties. However, the ambulance service

franchise holder will be subject to review and analysis by the city staff on an annual basis with results being presented to the city manager, fire chief, and city council.

(Ord. No. 1387, § 5, 1-14-2013)

Sec. 22-256. - Franchise fees.

- (a) The ambulance service franchise holder shall, during the life of said franchise, pay to the city, at the office of the director of finance in lawful money of the United States, \$3,000.00 annually. The compensation provided for in this section shall be in lieu of any other fees or charges imposed by any other ordinance now or hereinafter in force during the life hereof, but shall not release the grantee from the payment of ad valorem taxes levied, or to be levied, on property it owns.
- (b) Franchise fee payments not received on a timely basis, that being within 30 days of the due date, are subject to a ten percent late penalty. Commencing 30 days from the original due date, an additional one percent penalty will be added for every month or portion thereof that said payment is late.
- (c) The grantee must maintain current, accurate and complete financial records and accounting relating to services provided under this franchise agreement. All records will be maintained in accordance with generally accepted accounting principles. The city's director of finance or his/her designee has the right to audit and inspect all financial records pertaining to the city's agreement-related account and may at any time review any other records of the grantee reasonably and directly necessary for the city's review, approval or enforcement of this franchise agreement.
- (d) Financial reports and operating data required by the city for the purpose of any service rate review will be furnished by the grantee at no expense to the city and will be prepared in the manner and the form reasonably prescribed by the city.

(Ord. No. 1387, § 6, 1-14-2013)

Sec. 22-257. - Operations.

- (a) *Emergency medical personnel.* Attendants and drivers employed by the ambulance service franchise holder shall:
  - (1) Be at least 18 years of age;
  - (2) Be a citizen of the United States;
  - (3) Not have been convicted of a felony or any offense involving moral turpitude within the past ten years, and not have had any license for the operation of motor vehicles suspended or revoked within such a period;
  - (4) Be the holder of a valid Texas driver's license, entitling the driver to operate an ambulance;
  - (5) Present a certificate executed by a practicing physician showing that the person is free of contagious or communicable disease, color blindness, or any other disability which would impair his ability to provide emergency medical services to the public; and
  - (6) Be currently certified by the Texas Department of State Health Services as a basic emergency medical technician or higher.
- (b) *Standards and requirement for vehicles and equipment.*
  - (1) *Vehicles.* Each vehicle must be authorized by the Texas Department of State Health Services, or successor agency, as a basic life support vehicle or higher, and may be operated only when said vehicle meets all

conditions required by the Chapter 773 of the Texas Health and Safety Code, as amended from time to time, and Title 25 of the Texas Administrative Code, Chapter 157, as amended from time to time.

- (2) *Equipment.* A vehicle may not be operated as a basic life support vehicle unless it is furnished with all of the equipment (and qualified personnel) required by the Texas Department of State Health Services, or successor agency, for a basic life support vehicle and is permitted as such. A vehicle may not be operated as an advanced life support vehicle or higher unless it is furnished with all of the equipment (and qualified personnel) required by the Texas Department of State Health Services, or successor agency, for an advanced life support vehicle and is permitted as such. Such equipment must be clean, in working order, and available in sufficient quantity to provide safe transport and care of sick and injured persons.
- (3) *Response time.* A franchise holder must maintain sufficient vehicles, trained personnel, and equipment on hand to allow it to respond within 30 minutes to any request for non-emergency service. If a franchise holder is unable to maintain a 30-minute response for a given period of time, the franchise holder shall notify the city designated communications center that it is out of service, and shall also notify persons requesting the services of the franchise holder of the period for which it will be unable to perform ambulance services.
- (c) *Refusal to give service.* Neither the ambulance service franchise holder nor any employee thereof shall refuse to transport a patient requesting ambulance service, except for good cause. In determining "good cause" for purposes of this section, the ambulance service franchise holder may consider whether the patient is insane, mentally ill, drunk, disorderly or unruly; whether the patient has previously willfully refused to pay for services; whether the ambulance service franchise holder can safely transport the patient; or whether it is the best available ambulance service with the capabilities to perform such a transport; or similar matters.
- (d) *Private ambulance operations dispatching service.*
  - (1) The ambulance service franchise holder must provide at its own expense and staff 24 hours a day a telephone for ambulance service requests.
  - (2) The ambulance service franchise holder will have the privilege of receiving calls for ambulance service from city for non-emergency EMS.
  - (3) The ambulance service franchise holder shall respond to any request for non-emergency ambulance service within one hour during hours of operation.
  - (4) The ambulance franchise service holder shall respond to requests for service as safely as possible.
  - (5) If, during a transport, the patient's condition worsens or the patient suffers an acute condition, attendants of the ambulance vehicle shall immediately contact the designated communications center and advise the dispatcher of such and then obtain assistance from the emergency EMS provider or if within five minutes proceed on an emergency basis to the emergency care facility at the hospital of patient's choice or nearest appropriate medical facility.

The following conditions include, but are not limited to, examples of a patient with a worsened or acute condition:

  - a. A patient who has difficulty breathing;
  - b. A patient who has stopped breathing;
  - c. A patient in cardiac arrest;
  - d. A patient who has seizures; or
  - e. A patient who has unstable vital signs.

(Ord. No. 1387, § 7, 1-14-2013)

**WRITTEN CONSENT FOR ASSIGNMENT OF FRANCHISE AGREEMENT  
FROM**

**CAPITAL AMBULANCE SERVICE**

**TO**

**ACADIAN AMBULANCE SERVICE**

This Assignment Agreement ("Agreement") is entered into by and between the City of Lampasas, Texas, a home-rule municipality and the First Grantee, Capital Ambulance Service. (hereinafter referred to as either "Capital EMS" or "Grantee") and Acadian Ambulance Service, (hereinafter referred to as either "Acadian" or "Second Grantee") and in consideration of the mutual covenants herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged. The City, Capital EMS and Acadian EMS may be referred to collectively herein as the "Parties" or singularly as a "Party".

**WHEREAS**, on or about January 14, 2013, the City of Lampasas ("City" or "Grantor") entered into a Franchise Agreement (the "Franchise") with Capital Ambulance Service ("Capital EMS"), the first Grantee of record, granting to Capital EMS consent to use and occupy, pursuant to the terms and the limitations noted herein, the present and future streets, alleys, highways, public utility easements, public ways and other public places ("Public Rights-of-Way"), for the purpose of operating an Ambulance Service, in, out of, and through the City corporate limits, as such limits may be amended from time to time during the term of this franchise; and

**WHEREAS**, the term of the Franchise Agreement is for five years (5) commencing on March 1, 2013 and terminating on February 28, 2018; and

**WHEREAS**, Article 13.01 of the Franchise Agreement provides that for purposes hereof, the term "assignment" includes but is not limited to:

- (a) A sale, exchange or other transfer to a third party of substantially all of the Grantee's assets dedicated to service under this Franchise Agreement; and/or
- (b) The issuance of new stock to or the sale, exchange, or other transfer of thirty percent (30%) or more of the then outstanding common stock of the Grantee to a person other; and

**WHEREAS**, Article 13.02 of the Franchise Agreement provides that The Grantee shall not assign this Franchise Agreement, or any interest, privilege or right granted herein,

without the express written consent of the City, and then only to a person or persons approved by the City on such terms and conditions as the City may require. Consent to one assignment shall not be deemed to be a consent to any subsequent assignment. Any assignment without such consent is null and void and shall terminate this Franchise Agreement; and

**WHEREAS**, Capital EMS, now desires to assign its Franchise Agreement to Acadian, and accordingly has requested the City's approval to assign through this instrument, all of its rights, responsibilities and obligations under the Franchise Agreement to Acadian; and

**WHEREAS**, after due diligence the City Council has determined that this assignment is in the best interest of the City.

**NOW THEREFORE**, intending to be bound by this Assignment Agreement, the City, Capital EMS and Acadian EMS, agree as follows:

1. Capital EMS, neither with or without the permission of the City, has not made any prior or inconsistent assignments of the Franchise Agreement, or any of the rights and obligations contained therein.
2. Assignment – The City hereby consents to and Capital EMS hereby assigns all of its rights and obligations under the Franchise Agreement to Acadian EMS, which Acadian EMS hereby accepts (the "Assignment"). Insofar as any rights and obligations under the Franchise are concerned, any reference to the "Grantee" shall be deemed replaced with references to Acadian. This Assignment shall be binding upon, and shall inure to the benefit or burden of the Parties, their respective heirs, legal representatives, successors and assigns.
3. Expiration of Rights of Capital EMS - As of the date of approval of this Assignment Agreement, as demonstrated by the City's signature hereto, which shall be the "Effective Date," Capital EMS shall have no further rights of any kind under the Franchise, including the terms, conditions, covenants, agreements, and exhibits contained therein which shall inure to the benefit or burden of Capital EMS.
4. Continued Effectiveness - The Franchise Agreement shall continue in full force and effect according to its terms and conditions. In accord therewith, Acadian EMS acknowledges and understands that the Franchise shall terminate on February 28, 2018, however, City Council may renew the agreement at the end of the five year period at their sole discretion.
5. Recording – This Second Assignment shall be filed of record, by the City, at the cost of Acadian EMS, in the Official Records of Lampasas County, Texas.

APPROVED this 27 day of July 2015.

FIRST GRANTEE  
Capital Ambulance Service

SECOND GRANTEE  
Acadian Ambulance Service

By: [Signature]  
Roy Cockrell,

By: [Signature]  
J. Troy Mayer

STATE OF TEXAS           §  
  §  
COUNTY OF Lampasas   §

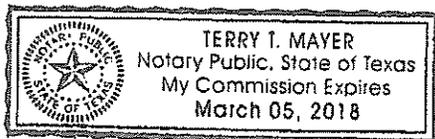
This instrument was acknowledged before me by Roy Cockrell, Capital Ambulance Service President on this the 11th day of September, 2015, on behalf of Capital Ambulance Service, Texas.



[Signature]  
Notary Public in and for the  
State of Texas

STATE OF TEXAS           §  
  §  
COUNTY OF Travis       §

This instrument was acknowledged before me by J. Troy Mayer, Regional Vice President of Acadian Ambulance Service, on this the 31st day of December, 2015, on behalf of Acadian Ambulance Service.



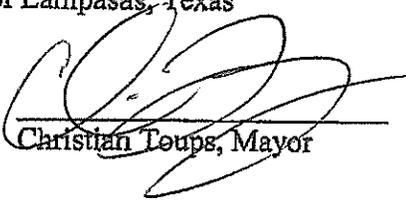
[Signature]  
Notary Public in and for the  
State of Texas

ASSIGNMENT, PURSUANT TO THE TERMS OF THIS AGREEMENT,  
CONSENTED TO AND APPROVED BY THE CITY OF LAMPASAS

GRANTOR

City of Lampasas, Texas

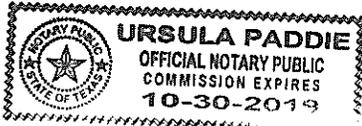
By:

  
Christian Toups, Mayor

Date: Jan. 7, 2016 ("Effective Date")

STATE OF TEXAS       §  
                                  §  
COUNTY OF LAMPASAS §

This instrument was acknowledged before me by Christian Toups, Mayor of Lampasas, on this the 7th day of January, 2016, on behalf of THE CITY OF LAMPASAS, TEXAS, a home-rule municipal corporation.



  
Notary Public in and for the  
State of Texas

After recording please return a copy to:

Capital Ambulance Service  
Attention: Roy Cockrell  
204 East Fourth Street  
Lampasas, Texas 76550

And

Acadian Ambulance Service  
Attention: J. Troy Mayer, Regional Vice President  
4100 Ed Bluestein  
Austin, Texas 78721

And

City of Lampasas  
312 East Third Street  
Lampasas, Texas 76550

161630

FILED FOR RECORD

4:30 PM  
JAN 08 2016

GONNIE HARTMANN, COUNTY CLERK  
LAMPASAS COUNTY, TEXAS

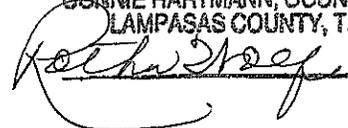
 DEPUTY

Exhibit "A"  
**Ordinance 1388 (Franchise Agreement), dated January 14, 2013,  
between the City of Lampasas and Capital Ambulance Service**

ORDINANCE NO.   1388  

AN ORDINANCE GRANTING TO CAPITAL AMBULANCE SERVICE, ITS SUCCESSORS AND ASSIGNS, A FRANCHISE TO PROVIDE PRIVATE AMBULANCE SERVICE IN AND THROUGH THE CITY OF LAMPASAS, LAMPASAS COUNTY, TEXAS; RESERVING MUNICIPAL AUTHORITY; PROVIDING FOR INDEMNITY TO THE MUNICIPALITY AND INSURANCE BY CAPITAL AMBULANCE SERVICE; PROVIDING FOR PAYMENT OF A FEE OR CHARGE FOR THE USE OF THE PUBLIC RIGHTS-OF-WAY; PROVIDING AN EFFECTIVE DATE AND TERM

RECITALS

WHEREAS, Capital Ambulance Service is the designated 911 Operator for the City of Lampasas for all emergency calls; and

WHEREAS, pursuant to Article VIII Franchise and Public Utility of the City of Lampasas Charter, Lampasas, Texas, the City may grant a non-exclusive franchise; and

WHEREAS, it is in the best interests of the City and its residents to enter into a franchise agreement for the regulation of private ambulance service providers in order to ensure the safety of the general public and use of City's Rights-of-Ways.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAMPASAS, TEXAS, for and in consideration of the mutual covenants and provisions hereof, it is agreed as follows:

SECTION 1: GRANT OF AUTHORITY

1.01 The City of Lampasas, Texas, hereinafter called "City," hereby grants to Capital Ambulance Service, hereinafter called "Grantee" consent to use and occupy, pursuant to the terms and the limitations noted herein, the present and future streets, alleys, highways, public utility easements, public ways and other public places ("Public Rights-of-Way"), for the purpose of operating an Ambulance Service, in, out of, and through the City corporate limits, as such limits may be amended from time to time during the term of this franchise.

SECTION 2: CITY'S RESERVATION OF RIGHTS AND AUTHORITY:

2.01 In granting this Franchise, it is understood that that lawful power vested in the City to regulate all right of control and use of public streets, highways, sidewalks, alleys, parks, public squares, and public places within the City and to require all persons or corporations to

uphold and perform all prescribed duties and undertakings is expressly reserved. Except as expressly provided in this Ordinance, the City does not, in granting this Franchise, surrender, lose, waive, impair or lessen its powers under the City's charter, ordinances and other applicable law.

**2.02** The City reserves to itself the general right and power at all times to exercise, in the interest of the public and in accordance with state law, regulation and control of the Company's use of the Public Rights-of-Way to ensure the rendering of efficient public service throughout the term of this Franchise.

### SECTION 3: DEFINITIONS

**3.01** For the purposes of this Franchise Agreement the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include future, words used in the plural number include singular number, and words used in the singular number include the plural number, and the use of any gender shall be applicable to all genders whenever the sense requires. The words "shall" and "will" are mandatory, and the word "may" is permissive. Words not defined shall be given their common and ordinary meaning.

- (a) **Ambulance Service** shall include any ambulance, Emergency Medical Services, or medical standby services provided.
- (b) **911 Provider** shall mean the Ambulance Service designated to provide emergency services to the community which is dispatched by the City of Lampasas or Lampasas County.
- (c) **Mutual Aid** shall mean those emergency calls where aid is sought by the Ambulance Service for standby care as determined by the City.

### SECTION 4: NON-EXCLUSIVE FRANCHISE

**4.01** The Grantee, and its successors and assigns, shall have a non-exclusive franchise to provide non-emergency Ambulance Services within the corporate limits of the City of Lampasas, Texas.

**4.02** The Grantee, and its successors and assigns, shall have the right, privilege, and franchise to have, use and operate in the entire area of the City its Ambulance Service; and to have, use and operate its vehicles and equipment in, over, under, along, and across the present and future streets and alleyways of the City to the extent necessary to perform the Grantee's obligations specified herein.

**4.03** This Grant of Franchise is non-exclusive and does not establish priority for use over other franchise holders, permit holders, and/or the City's or the public's use of public property. The Grantee's use of the City's streets and alleyways shall be subject to and in

accordance with the City's Ordinances, policies and procedures governing same, as they currently exist or as they may be hereafter amended.

#### **SECTION 5: ACCEPTANCE OF FRANCHISE**

5.01 Within thirty (30) days following adoption of the Ordinance enacting this Franchise Agreement, and simultaneous with proper execution by the Grantee of this Franchise Agreement, the Grantee agrees to unconditionally accept and be bound by all of the terms and conditions contained herein, thereby promising to comply with and abide by all of the provisions, terms, and conditions contained in this Franchise Agreement.

5.02 In accepting this Franchise Agreement, the Grantee acknowledges that its rights hereunder are subject to the police power of the City to adopt, enact and enforce Charter provisions, ordinances and resolutions necessary for the health, safety and welfare of the public.

#### **SECTION 6: TERM**

6.01 This Franchise Agreement shall be for a single five (5) year term, and it shall take effect on March 1, 2013 and continue in effect through and including the last day of February 2018; however, the ambulance service franchise holder will be subject to review and analysis by the City Staff on an annual basis with the results being presented to the City Manager, Fire Chief, Chief of Police, and the City Council.

6.02 This Franchise Agreement supersedes and replaces any previous franchise agreements and any express or implied renewal or extension of any previous franchise agreements between the City and the Grantee.

#### **SECTION 7: RENEWAL**

7.01 The City Council may renew this agreement at the end of the five year period at their sole discretion.

#### **SECTION 8: FRANCHISE FEES**

8.01 The parties acknowledge that the streets and public easements to be used by the Grantee in the operations of its services hereunder are valuable public properties acquired and maintained by the City as substantial expense to its taxpayers, and further acknowledge that the Grant of Franchise to the Grantee for the use of said streets and alleyways is a valuable right without which the Grantee would be required to invest substantial capital in costs and acquisitions, and further acknowledge that the City will incur costs in regulating and administering this Franchise Agreement.

8.02 Therefore, the Grantee shall pay annually to the City a franchise fee in the amount of \$3,000 provided the fee is not amended, as provided for in Section 8.03. The City may, at its sole discretion, waive the franchise fee based on Grantee's position as the 911 Operator Emergency Services provider or in consideration of mutual aid services provided by Grantee

including but not limited to standby for emergency responders; training services; or transport of City's Emergency responders.

**8.03** The City reserves the right to review and modify the franchise fee on an annual basis by. The Grantee shall be given thirty (30) days' written notice prior to any increase in the franchise fee. Any change in the franchise fee must be established by Ordinance of the City Council of the City of Lampasas, Texas, and by amendment to this Franchise Agreement.

**8.04** The franchise fee and any other costs or penalties assessed shall be paid annually to the City on the 1<sup>st</sup> day of June.

**8.05** Franchise fee payments not received on a timely basis, that being within thirty (30) days of the due date, are subject to a ten percent (10%) late penalty. Commencing thirty (30) days from the original due date, an additional one percent (1%) penalty will be added for every month or portion thereof that said payment is late.

### SECTION 9: REQUIREMENTS OF GRANTEE

The Grantee shall comply with each of the following requirements:

**9.01 Insurance.** No ambulance vehicle shall be operated on the public streets of the City unless the applicant provides evidence to the Chief of Police that the applicant has in full force and effect a public liability insurance policy on the ambulance vehicle, such insurance policy to be issued by an insurance company licensed to do business in the State of Texas. Such insurance policy shall:

- (a) Provide liability coverage for each vehicle of not less than two hundred and fifty thousand dollars (\$250,000) per person, or five hundred thousand dollars (\$500,000) per occurrence for personal injury or death, and one hundred thousand dollars (\$100,000) per accident for property damage;
- (b) Name the City of Lampasas as an additional insured, and provide a waiver of subrogation in favor of the City;
- (c) Not contain a passenger liability exclusion; and
- (d) Provide for at least thirty (30) days prior written notice of cancellation or change to the City.

**9.02 Performance Bond and Revocation Clause.**

- (a) The ambulance service franchise holder shall establish a ten thousand dollar (\$10,000) performance bond. The purpose of this bond is to recover costs to the City of Lampasas for accepting and administering applications for an ambulance service in the event the franchise is revoked.

- (b) If the ambulance service franchise holder violates any provision or standard of this article, the City Council may order the revocation of the franchise, and forfeiture of the performance bond.

**9.03 Emergency Medical Personnel.** Attendants and drivers employed by the ambulance service franchise holder shall:

- (a) Be at least eighteen (18) years of age;
- (b) Be a citizen of the United States;
- (c) Not have been convicted of a felony or any offense involving moral turpitude within the past ten (10) years, and not have had any license for the operation of motor vehicles suspended or revoked within such a period;
- (d) Be the holder of a valid Texas driver's license, entitling the driver to operate an ambulance;
- (e) Present a certificate executed by a practicing physician showing that the person is free of contagious or communicable disease, color blindness, or any other disability which would impair his ability to provide emergency medical services to the public; and
- (f) Be currently certified by the Texas Department of State Health Services as a Basic Emergency Medical Technician or higher.

**9.04 Standards and Requirement for Vehicles and Equipment.**

- (a) *Vehicles.* Each vehicle must be authorized by the Texas Department of State Health Services, or successor agency, as a basic life support vehicle or higher, and may be operated only when said vehicle meets all conditions required by the Chapter 773 of the Texas Health and Safety Code, as amended from time to time, and Title 25 of the Texas Administrative Code, Chapter 157, as amended from time to time.
- (b) *Equipment.* A vehicle may not be operated as a basic life support vehicle unless it is furnished with all of the equipment (and qualified personnel) required by the Texas Department of State Health Services, or successor agency, for a basic life support vehicle and is permitted as such. A vehicle may not be operated as an advanced life support vehicle or higher unless it is furnished with all of the equipment (and qualified personnel) required by the Texas Department of State Health Services, or successor agency, for an advanced life support vehicle and is permitted as such. Such equipment must be clean, in working order, and available in sufficient quantity to provide safe transport and care of sick and injured persons.

- (c) *Response time.* A franchise holder must maintain sufficient vehicles, trained personnel, and equipment on hand to allow it to respond within thirty minutes to any request for non-emergency service. If a franchise holder is unable to maintain a thirty minute response for a given period of time, the franchise holder shall notify the City Designated Communications Center that it is out of service, and shall also notify persons requesting the services of the franchise holder of the period for which it will be unable to perform ambulance services.

**9.05 Refusal to Give Service.** Neither the ambulance service franchise holder nor any employee thereof shall refuse to transport a patient requesting ambulance service, except for good cause. In determining “good cause” for purposed of this section, the ambulance service franchise holder may consider whether the patient is insane, mentally ill, drunk, disorderly or unruly; whether the patient has previously willfully refused to pay for services; whether the ambulance service franchise holder can safely transport the patient; or whether it is the best available ambulance service with the capabilities to perform such a transport; or similar matters.

**9.06 Private Ambulance Operations Dispatching Service**

- (a) The ambulance service franchise holder must provide at its own expense and staff twenty-four (24) hours a day a telephone for ambulance service requests.
- (b) The ambulance service franchise holder will have the privilege of receiving calls for ambulance service from City for non-emergency EMS.
- (c) The ambulance service franchise holder shall respond to any request for non-emergency ambulance service within one hour during hours of operation.
- (d) The ambulance franchise service holder shall respond to requests for service as safely as possible.
- (e) If, during a transport, the patient’s condition worsens or the patient suffers an acute condition, attendants of the ambulance vehicle shall immediately contact the Designated Communications Center and advise the dispatcher of such and then obtain assistance from the emergency EMS provider or if within 5 minutes proceed on an emergency basis to the emergency care facility at the hospital of patient’s choice or nearest appropriate medical facility.

The following conditions include, but are not limited to, examples of a patient with a worsened or acute condition:

- (1) A patient who has difficulty breathing;
- (2) A patient who has stopped breathing;

- (3) A patient in cardiac arrest;
- (4) A patient who has seizures; or
- (5) A patient who has unstable vital signs.

#### **SECTION 10: ACCOUNTING PROVISIONS**

**10.01** The Grantee must maintain current, accurate and complete financial records and accounting relating to services provided under this Franchise Agreement. All records will be maintained in accordance with generally accepted accounting principles. The City's Director of Finance or his/her designee has the right to audit and inspect all financial records pertaining to the City's Agreement-related account and may at any time review any other records of the Grantee reasonably and directly necessary for the City's review, approval or enforcement of this Franchise Agreement.

**10.02** Financial reports and operating data required by the City for the purpose of any service rate review will be furnished by the Grantee at no expense to the City and will be prepared in the manner and the form reasonably prescribed by the City.

#### **SECTION 11: INDEMNITY AND INSURANCE REQUIREMENTS**

**11.01 Indemnity.** The Grantee shall indemnify, defend, and hold harmless the City of Lampasas, Texas, its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Franchise Agreement by the Grantee and/or its agents, employees or subcontractors to the extent caused by the negligent acts or omissions of the Grantee. It is the intent of the parties to this Franchise Agreement to provide the broadest possible coverage for the City. The Grantee shall reimburse the City for all costs, attorney's fees, expenses and liabilities incurred with respect to any litigation in which the Grantee is obligated to indemnify, defend and hold harmless the City under this Franchise Agreement.

#### **SECTION 12: COMPLIANCE WITH LAWS**

**12.01** The Grantee shall comply with all laws and regulations of applicable federal, state and local governments. The Grantee and the City agree to be bound by all ordinance provisions or any amendments thereto, or other legal requirements that might affect the operations and duties described herein. It is understood and agreed by and between the parties that ordinances are intended to be minimum standards and those higher standards and regulations may be required under this Franchise Agreement.

#### **SECTION 13: ASSIGNMENT**

**13.01** For purposes hereof, the term "assignment" includes but is not limited to:

- (a) A sale, exchange or other transfer to a third party of substantially all of the Grantee's assets dedicated to service under this Franchise Agreement; and/or

- (b) The issuance of new stock to or the sale, exchange, or other transfer of thirty percent (30%) or more of the then outstanding common stock of the Grantee to a person other than the shareholders owning said stock at the date of this Agreement.

13.02 The Grantee shall not assign this Franchise Agreement, or any interest, privilege or right granted herein, without the express written consent of the City, and then only to a person or persons approved by the City on such terms and conditions as the City may require. Consent to one assignment shall not be deemed to be a consent to any subsequent assignment. Any assignment without such consent is null and void and shall terminate this Franchise Agreement.

#### **SECTION 14: SUBCONTRACTING**

14.01 The Grantee shall not subcontract all or any portion of the work or business of this Franchise Agreement without express written consent of the City.

#### **SECTION 15: INDEPENDENT CONTRACTOR**

15.01 The Grantee shall perform all work and services described hereunder as an independent contractor and not as an officer, agent, servant, or employee of the City. The Grantee is solely responsible for acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any. Nothing herein shall be considered as creating a partnership or joint venture between the City and the Grantee. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant, or employee of the City, nor will any such person be entitled to any benefits available or granted to employees of the City.

#### **SECTION 16: TERMINATION**

16.01 The City may terminate this Franchise Agreement for substantive default by the Grantee in its performance under this Franchise Agreement.

16.02 Prior to terminating this Franchise Agreement, the City shall give the Grantee thirty (30) days' written notice with the opportunity to correct the default to the satisfaction of the City within the said thirty (30) days. In the event the Grantee fails to correct the default to the satisfaction of the City within the thirty (30) day period, then the City may terminate this Franchise Agreement without further notice.

16.03 It is not the intention of the parties hereto to authorize repeated violations of this Franchise Agreement. Continued violations in the areas specifically described in the notice shall be grounds for termination without opportunity to correct default.

#### **SECTION 17: CANCELLATION FOR RECEIVERSHIP OR BANKRUPTCY**

17.01 The City shall have the right to cancel this Franchise Agreement immediately should the Grantee come under the appointment of a receiver, liquidate, become insolvent, bankrupt, make a transfer for the benefit of creditors, reorganize and enter into an arrangement

for the benefit of creditors, or file a voluntary petition under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States; or should an involuntary petition in bankruptcy be filed against the Grantee and not be dismissed within one hundred twenty (120) days after the date of first filing.

**SECTION 18: NOTICE**

**18.01** Any notices required hereunder must be in writing and must be given personally or by certified mail, return receipt requested, addressed to the respective parties as follows:

Grantee: Capital Ambulance Service  
Attn: Roy Cockrell  
204 East Fourth Street  
Lampasas, Texas 76550

City: City Manager  
312 East Third Street  
Lampasas, Texas 76550

Or to such other addresses as either party may from time to time designate in writing.

**SECTION 19: AMENDMENT**

**19.01** Amendment to or modification of the terms and conditions of this Franchise Agreement shall be effective only upon mutual agreement in writing of both parties hereto.

**SECTION 20: CONTROLLING LAW**

**20.01** This Agreement is governed and construed in accordance with the laws of the State of Texas, and venue for any legal action shall lie exclusively in Lampasas, County, Texas.

**SECTION 21: ENTIRE AGREEMENT**

**21.01** This document embodied the entire and integrated agreement between the parties with respect to the subject matter hereof. All prior negotiations, written agreements, and oral agreements between the parties with respect to the subject matter of this Franchise Agreement are merged into this document.

**SECTION 22: SEVERABILITY**

**22.01** Should any portion or part of this Franchise Agreement be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect the validity of the remainder of this Franchise Agreement which shall continue in full force and effect; provided that the remainder of the Franchise Agreement can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.

**SECTION 23: FRANCHISE AGREEMENT DULY EXECUTED**

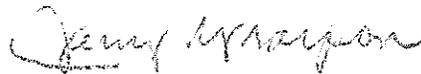
23.01 The persons signing this Franchise Agreement on behalf of the Grantee has been authorized by the Grantee to do so, and this Franchise Agreement has been duly executed and delivered by the Grantee in accordance with the authorization of its governing body, and constitutes a legal, valid and binding obligation of the Grantee, enforceable against the Grantee in accordance with its terms.

- (a) All ordinances, parts of ordinances, or resolutions in conflict herewith are expressly repealed.
- (b) The invalidity of any section or provision of this ordinance shall not invalidate other sections or provisions thereof.
- (c) The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Ordinance was adopted was posted and that such meeting was open to the public as required by law at all times during which this Ordinance and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

READ and APPROVED the first reading this 10th day of December, 2012.

READ and APPROVED and ADOPTED on the second reading this 14th day of January, 2013.

CITY OF LAMPASAS, TEXAS



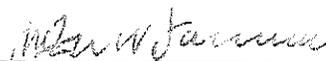
Jerry Grayson, Mayor

ATTEST:



Ursula Paddie, Assistant City Secretary

APPROVED AS TO FORM:



Sue Zane M. Faulkner, City Attorney

ACCEPTANCE BY GRANTEE

The Grantee accepts and hereby agrees to be bound by all of the terms and conditions of this Franchise Agreement and Ordinance.

GRANTEE:

By: B. Coakrell Pres.

By: \_\_\_\_\_

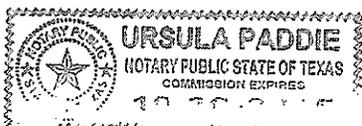
ACKNOWLEDGMENT

THE STATE OF TEXAS           §

COUNTY OF LAMPASAS       §

BEFORE ME, the undersigned authority, on this day personally appeared Bry Coakrell, President of Capital Ambulance Services, known to me to be the person(s) whose name(s) is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposed and consideration therein expressed, in the capacity therein stated, and as the act and deed of said entity.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 17th day of the month of January, 2013.



Ursula Paddie  
Notary Public in and for the State of Texas

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**City Manager**ITEM NO. 7.5

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

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**Subject:**

Discussion and possible action regarding the first reading of an Ordinance to abandon or close a street, alley and/or a public right-of-way, or a portion thereof, which is described as the area between lots 1-3 and lots 6-8 in Block 19 of Division A, commonly known as 906 East Avenue B

Requested By: Becky Sims, Assistant City Secretary

Submitted By: Becky Sims, Assistant City Secretary

Date Submitted: June 5, 2019

For the Agenda of: June 10, 2019

**Procurement and Funding Statement:**

N/A

Attachments: Staff Report, Application and Ordinance

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**Summary Statement:**

Ron Farr is requesting to vacate, abandon or close a street, alley and/or public right-of-way, or a portion thereof, that is described as the area between lots 1-3 and lots 6-8 in Block 19 of Division A, commonly known as 906 East Avenue B of the City of Lampasas. The request has been made to build new homes; which will require a replat of the above described lots. Mr. Farr does own the lots on both sides of the alley. There is no water, sewer or electric utilities in the alley. Letters were sent to AT&T, Suddenlink and ATMOS Energy. Twenty-One (21) notices were sent to property owners within a 200 foot radius. As of today one notice has been returned in favor of the request.

The item was brought before the Planning and Zoning Commission on June 6, 2019. They voted to recommend approval to City Council.

**Recommendation:**

To consider a motion to approve the first reading of an Ordinance to abandon or close a street, alley and/or a public right-of-way, or a portion thereof, which is described as the area between lots 1-3 and lots 6-8 in Block 19 of Division A, commonly known as 906 East Avenue B

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**City Manager**ITEM NO. 7.6

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

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**Subject:**

Discussion and possible action regarding a request to consider a Final Plat for Willis Street Subdivision, a subdivision of 6.42 acres, part of outlot 21, LHW Johnson Survey, Abstract No. 419, City and County of Lampasas, Texas.

Requested By: Becky Sims, Assistant City Secretary

Submitted By: Becky Sims, Assistant City Secretary

Date Submitted: June 5, 2019

For the Agenda of: June 10, 2019

**Procurement and Funding Statement:**

N/A

Attachments: Staff Report, Application, Plat

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**Summary Statement:**

Ron Kuker (applicant) Don Kuker (owner) are asking to consider approval, denial or approval with modifications of the Final Plat of Willis Street Subdivision. The proposed development is 6.42 acres and they plan on building 4 homes. The lots meet the zoning requirements for Single Family Residential- 20 "SF-20". The area surrounding the property is zoned Single Family Residential-20 "SF-20", Single Family Residential-10 "SF-8" and Single Family Residential-10 "SF-10". Seventeen (17) letters were sent to property owners within a 200 foot radius. As of today we have received three letters, two approving the request and one protesting. City water, sewer and electric are available. The sewer and water will require extensions to get the service to the property line.

The item was brought before the Planning and Zoning Commission on June 6, 2019. They voted to recommend approval to City Council

**Recommendation:**

To consider a motion to approve the Final Plat for Willis Street Subdivision, a subdivision of 6.42 acres, part of outlot 21, LHW Johnson Survey, Abstract No. 419, City and County of Lampasas, Texas.

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City Manager

ITEM NO. 7.7

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

**Subject:**

Discussion and possible action regarding a request to consider a Final Plat for Meyer Addition in the City of Lampasas, 12.71 acres, part of the John Burluson Survey, Abstract No. 42; commonly known at 1275 S. Western Avenue.

Requested By: Becky Sims, Assistant City Secretary

Submitted By: Becky Sims, Assistant City Secretary

Date Submitted: June 5, 2019

For the Agenda of: June 10, 2019

**Procurement and Funding Statement:**

N/A

Attachments: Staff Report, Plat

**Summary Statement:**

John Meyer (owner) is asking to consider approval, denial or approval with modifications the Final Plat of Meyer Addition. The proposed development is 12.71 acres and the Final Plat shows Lot 1 as 3.29 acres and Lot 2 as 9.42 acres. The property is zoned Single Family Residential-6 "SF-6". The area surrounding the property is zoned Single Family Residential-6 "SF-6", Commercial "C", Multi-Family Residential-2 "MF-2" and Retail; "R". Fifty one (51) letters were sent to property owners within a 200 foot radius. To date we have received two letters, one approving the request and one protesting.

The primary access to this 12.71 acre tract is from Western Avenue. Mr. Meyer has plans on keeping Lot 1; which is the 3.29 acres and selling the 9.42 acres. Currently there is no access to the 9.42 acres. For future development of the 9.42 acres; the access point from Sunset Drive will have to be engineered to build a substantial road and or drainage structure to access any potential development. With having only one possible access point it will limit development opportunities. Another notable concern is the congestion on Sunset Drive. Staff will be proactive and diligent with any potential development of these 9.42 acres to ensure the impact to the Hillcrest Addition is minimal; while still promoting and encouraging growth in this area.

The item was brought before the Planning and Zoning Commission on June 6, 2019. They voted to recommend approval to City Council with the stipulation that the plat note reads that the City of Lampasas is not responsible for the ingress or egress to the property.

**Recommendation:**

To consider a motion to approve the Final Plat for Meyer Addition in the City of Lampasas, 12.71 acres, part of the John Burleson Survey, Abstract No. 42; commonly known at 1275 S. Western Avenue.

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

**Subject:**

Discussion and possible action regarding the first reading of an Ordinance to rezone 4.03 acres of real property recently annexed into the City's Corporate Limits, from Agricultural District "AG" to Commercial "C"

Requested By: Becky Sims, Assistant City Secretary

Submitted By: Becky Sims, Assistant City Secretary

Date Submitted: June 5, 2019

For the Agenda of: June 10, 2019

**Procurement and Funding Statement:**

N/A

Attachments: Staff Report, Plat, Ordinance

**Summary Statement:**

Mr. Roy Cockrell's property was recently annexed into the city limits, based on voluntary annexation. The property is located at 2341 S Highway 281, Lampasas, Texas. Upon annexation the property is designated as Agriculture; based on the current use of this property the zoning recommendation would be Commercial "C". Five (5) letters were sent to property owners within a 200 foot radius. As of today one letter was returned approving the request. The 4.03 acres is commonly known as Putters & Gutters Fun Center. The establishment has a bowling alley, skating rink, miniature golf, arcade area, outdoor concert venue and batting cages are under construction. This type of venue would fall under General Commercial Amusement (Indoor), the outdoor recreation would be legal, non-conforming. The outdoor amusement is a permitted use in Commercial Zoning District with a Specific Use Permit.

Any future development of outdoor activities would require a Specific Use Permit. The request would be heard by the Planning and Zoning Commission with their recommendation to City Council.

The item was brought before the Planning and Zoning Commission on June 6, 2019. They voted to recommend approval to City Council

**Recommendation:**

To consider a motion to approve the first reading of an Ordinance to rezone 4.03 acres of real property recently annexed into the City's Corporate Limits, from Agricultural District "AG" to Commercial "C"

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City ManagerITEM NO. 7.9

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

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**Subject:**

Discussion and possible action regarding services agreement between the City of Lampasas and Texas Goat Green Grazers LLC to provide vegetation management with the use of goats to graze down Sulphur Creek in the amount of \$7,377.75.

Requested By: Chris Eicher, Parks and Recreation Director

Submitted By: Chris Eicher, Parks and Recreation Director

Date Submitted: June 5, 2019

For the Agenda of: June 10, 2019

**Procurement and Funding Statement:**

N/A

Attachments: Agreement, Pictures

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**Summary Statement:**

Terry Carr contacted the City to offer his services to assist with the vegetation management along the creek banks. The program is eco-friendly, less invasive, no equipment and a goat wrangler will be onsite throughout the duration. The goats will be maintained in the area to be worked by a fence during the 20 days. Mr. Carr provided the City with pictures from other clients and the effectiveness of the program. Staff is encouraged by the results and looks forward to working with Mr. Carr.

**Recommendation:**

To consider a motion to approve the services agreement between the City of Lampasas and Texas Goat Green Gazers LLC in the amount of \$7,377.75



## Rent-A-Ruminant Texas

151 County Road 129  
Rising Star, TX 76471  
(469) 863-3476

[kc@rentaruminant.com](mailto:kc@rentaruminant.com)

April 23, 2019

Chris Eicher  
Director of Parks and Recreation  
City of Lampasas  
312 East Third St.  
Lampasas, TX 76550

Dear Mr. Eicher,

Thank you for the opportunity to provide this eco-friendly service to the City of Lampasas. Below is the proposal to provide vegetation management with the use of goats to graze down Sulphur Creek.

### OBJECTIVE:

City of Lampasas desires to hire Rent-A-Ruminant to graze down an area that cannot be reached by traditional mowing or chemical application.

### SCOPE OF WORK:

Rent-A-Ruminant will utilize approximately 120 goats to graze down the overgrown vegetation at these locations. (See map below) Services to be performed as needed business. Rent-A-Ruminant is a sole source provider.

### SCHEDULE:

This location (see map below) of 3.279 acres will take approximately 20 days to complete.

### Rent-A-Ruminant Responsibilities:

- ❖ Will provide a goat wrangler to stay onsite with the goats from setup through completion of work
- ❖ Will use portable electrified fencing to contain the goats for concentrated grazing and safety of the goats
- ❖ Will post "Do Not Feed Animals" and "Caution: Electrified Fencing" Signs along the perimeter of the area being worked
- ❖ Will transport all animals to and from the site
- ❖ Will provide certificate of insurance and W-9 form as needed



## Rent-A-Ruminant Texas

151 County Road 129

Rising Star, TX 76471

(469) 863-3476

[kc@rentaruminant.com](mailto:kc@rentaruminant.com)

### City of Lampasas' Responsibilities:

- ❖ Will provide a source of clean water to be obtained by Rent-A-Ruminant.
- ❖ To inform Rent-A-Ruminant a place to stage equipment such as livestock trailer and goat wrangler's travel trailer.
- ❖ Will be responsible for informing the public of Rent-A-Ruminant's upcoming work schedule.

### PRICE:

The price for the area will be ~~\$8,197.50~~\*\* The new price \$7,377.75.

\*\*Rent-A-Ruminant is offering a 10% discount for government entities to utilize their services. This discount will be applied to the total price.

Payment is due upon completion.

Project will start at the earliest opportunity once the contract has been signed.



## ***Services Agreement***

THIS AGREEMENT is made and entered into as of this 1st day of June, 2019 ("Effective Date"), between Texas Goat Green Grazers LLC, d.b.a. Rent-A-Ruminant, of Rising Star, Texas ("Contractor") and City of Lampasas ("Client") of Lampasas, Texas.

### **PROVISIONS**

Contractor, principally engaged in the business of providing natural vegetation and weed control services utilizing goat herds, desires to work with Client to provide services as set forth below. In support of their mutual desire to contract, both parties hereby agree to the following Provisions of this Agreement:

1. Services. Contractor shall provide Client requested services as set forth in the attached services description, dated April 23, 2019. incorporated herein and attached hereto as Exhibit A.
2. Additional Services or Changes Requested. Any changes to the attached services description or additional services requested by Client shall be approved in writing by both parties, and are subject to additional fees and expenses incurred at the rates and terms as set forth below.
3. Term and Termination. The Agreement term shall commence on and continue until completed or terminated as set forth below.
  - 3.1. Termination. Either party may terminate this Agreement for any reason upon prior written notice.
  - 3.2. Payment for Services Provided. In the event that either party terminates this Agreement prior to work commencing, no payment will be due. In the event that the contract is terminated after work has commenced, Contractor shall be entitled to full payment of work provided up to the point of termination.
4. Fees, Payment, and Expenses. Client shall pay Contractor for the services to be rendered pursuant to this Agreement (and any attachments) on the following basis:
  - 4.1. Fees. Contractor shall be paid \$7,377.75.

- 4.2. Payment. Contractor shall be paid upon the completion of the project. All fees shall be paid in full without deduction of any kind for claims, costs, expenses or taxes.
- 4.3. Expenses. During the term of this Agreement, the Contractor will be reimbursed for all reasonable and necessary expenses incurred in connection with the services provided that will be agreed upon by Client and Contractor prior to expense commitment.
- 4.4. Collection. In the event that Contractor has to initiate collection of fees and expenses pursuant to this Agreement, Client agrees to pay Contractor's attorney's fees and costs incurred in addition to a 1.5% per month interest on any past due balance. Contractor reserves the right to exercise all remedies available under the law.
5. Best Efforts. Contractor agrees to give its best efforts in rendering such services as may be requested by Client. It is understood by the Client that circumstance may arise that delay the job. Foul weather, sick or injured goats, sick or injured wrangler, or a previous job that takes longer than estimated are examples of what may cause a delay. It is also understood, that because of the nature of this service that depends on animals to complete it, that the estimate of time may not be exact. A job may take longer or shorter than anticipated by Rent-A-Ruminant. If there is any delay, Contractor will promptly notify Client. Delay in the job does not automatically give the Client the right to cancel the job; Contractor and Client will agree upon a new timeline/ schedule for job completion.
6. Independent Contractor. In the performance of all services referred to in this Agreement, the parties understand and agree that Contractor shall be and at all times shall act and perform as an independent contractor engaged in providing services. Contractor shall at all times be responsible for its own taxes, insurance, liability, government reporting, employees and agents, except as otherwise provided for in this Agreement.
7. Liability. Client specifically agrees that she/he shall hold harmless Contractor and/or any agent, employee, independent contractor, and/or it's insurers, and defend and indemnify Contractor and/or any agent, employee, independent contractor, and/or it's insurers, and further that Client will not assert any claim against Contractor and/or any agent, employee, independent contractor, and/or it's insurers, for any damages, losses, or liabilities which arise out of or are connected with the performance of Contractor's services under this Agreement.

8. Successors and Assigns. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors, heirs and assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.
9. Governing Law, Venue and Jurisdiction. The construction, interpretation, application and performance of this Agreement and of all transactions based upon it shall be governed by the laws of the State of Texas.
10. Notices. All legal notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered or mailed by registered or certified mail to the addresses hereinafter described or at such other addresses as may be designated in writing by notice given by registered or certified mail to the other party. The date of the giving of such notices, requests, demands, and other communications shall be deemed to be the date of delivery.
11. Amendments and Waivers. Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived only with the written consent of all parties. Any amendment or waiver effected in accordance with this subsection shall be binding upon any successor or assign of either party.
12. Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of this Agreement shall be interpreted as if such provision was so excluded and shall be enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Rent-A-Ruminant Texas  
151 CR 129  
Rising Star, TX 76471

Carolyn Marvel, Owner

Sign: \_\_\_\_\_ Date: \_\_\_\_\_

City of Lampasas  
312 East Third St.  
Lampasas, TX 76550

Print: \_\_\_\_\_ Title: \_\_\_\_\_

Sign: \_\_\_\_\_ Date: \_\_\_\_\_

## **EXHIBIT A**

### SCOPE OF WORK:

Rent-A-Ruminant will utilize approximately 120 goats to graze down the overgrown vegetation at these locations. (See map below) Services to be performed as needed business.

Rent-A-Ruminant is a sole source provider.

### SCHEDULE:

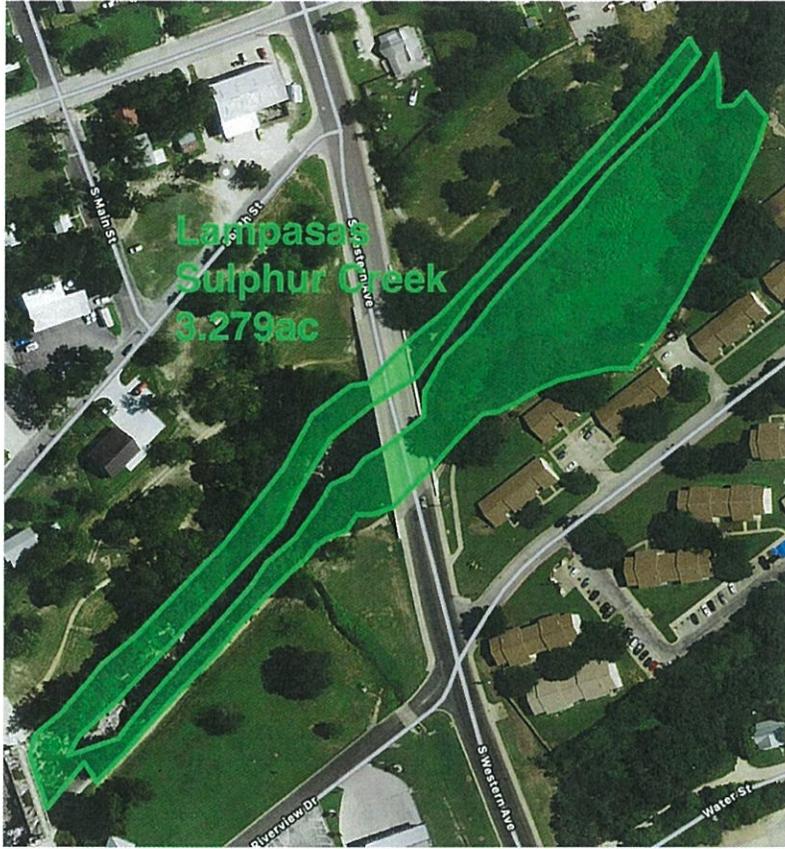
This location (see map below) of 3.279 acres will take approximately 20 days to complete.

### Rent-A-Ruminant Responsibilities:

- ❖ Will provide a goat wrangler to stay onsite with the goats from setup through completion of work
- ❖ Will use portable electrified fencing to contain the goats for concentrated grazing and safety of the goats
- ❖ Will post "Do Not Feed Animals" and "Caution: Electrified Fencing" Signs along the perimeter of the area being worked
- ❖ Will transport all animals to and from the site
- ❖ Will provide certificate of insurance and W-9 form as needed

### City of Lampasas' Responsibilities:

- ❖ Will provide a source of clean water to be obtained by Rent-A-Ruminant.
- ❖ To inform Rent-A-Ruminant a place to stage equipment such as livestock trailer and goat wrangler's travel trailer.
- ❖ Will be responsible for informing the public of Rent-A-Ruminant's upcoming work schedule.





## Rent-A-Ruminant Texas

Independently Owned & Operated by  
Texas Goat Green Grazers, LLC  
151 County Road 129  
Rising Star, TX 76471  
(469) 863-3476  
[www.rentaruminant.com](http://www.rentaruminant.com)  
[kc@rentaruminant.com](mailto:kc@rentaruminant.com)

June 1, 2019

To whom it may concern:

RE: Rent-A-Ruminant - Sole Source Letter

This letter is written to confirm that Rent-A-Ruminant is the sole source provider of goat grazing services in this area.

There are no other services available for purchase that would provide the results that the city is looking for in terms of vegetation management.

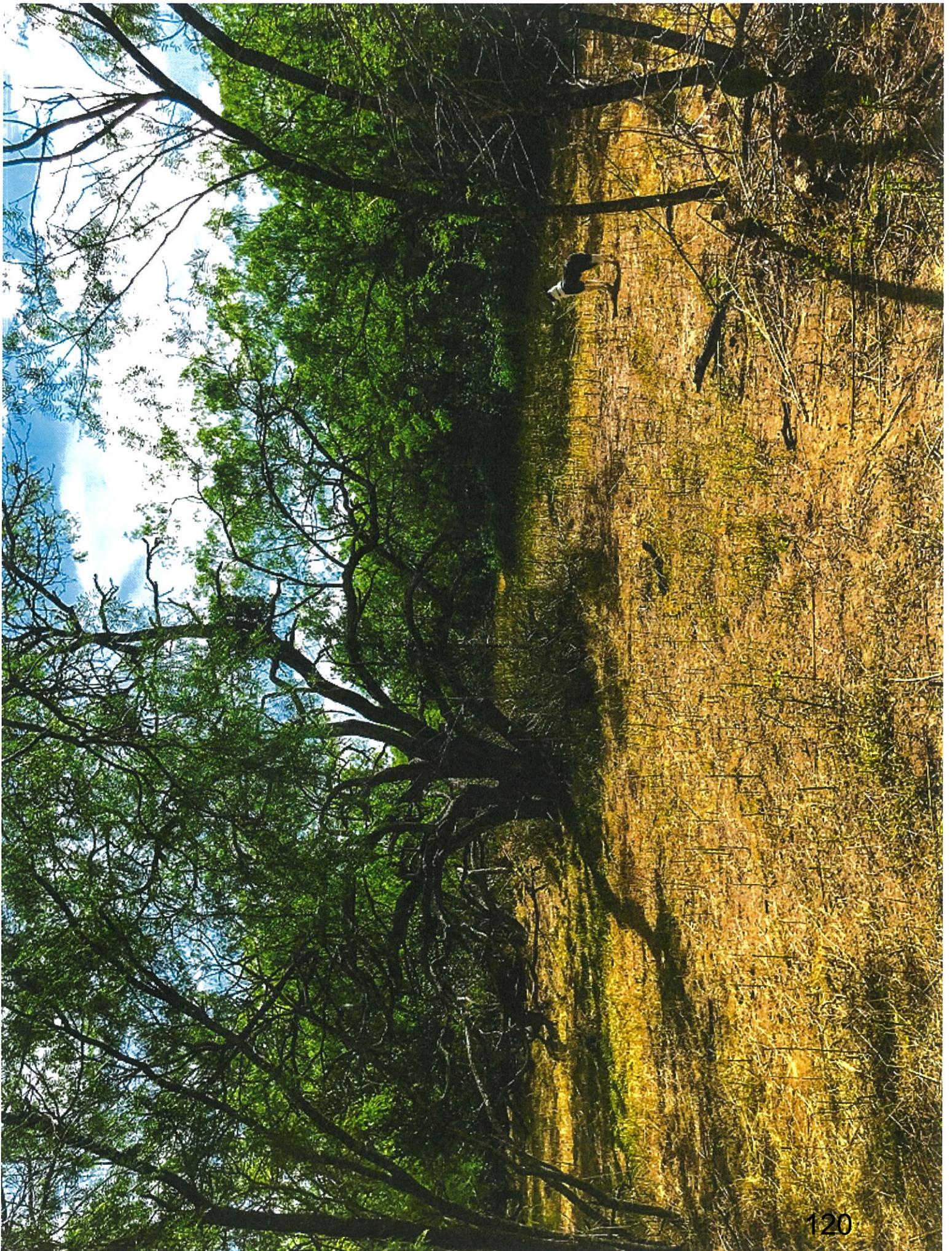
1. Goats can clear brush and weeds in wet creek beds, rocky areas and steep inclines where machinery and chemicals are not advisable.
2. Goats digestive system sterilizes undesirable weed seeds.
3. We are unaware of any goat rental operation that can transport, contain, and manage the number required to graze off larger acreage.

For further information, please feel free to contact me at 469-863-3476 or [kc@rentaruminant.com](mailto:kc@rentaruminant.com).

Sincerely,

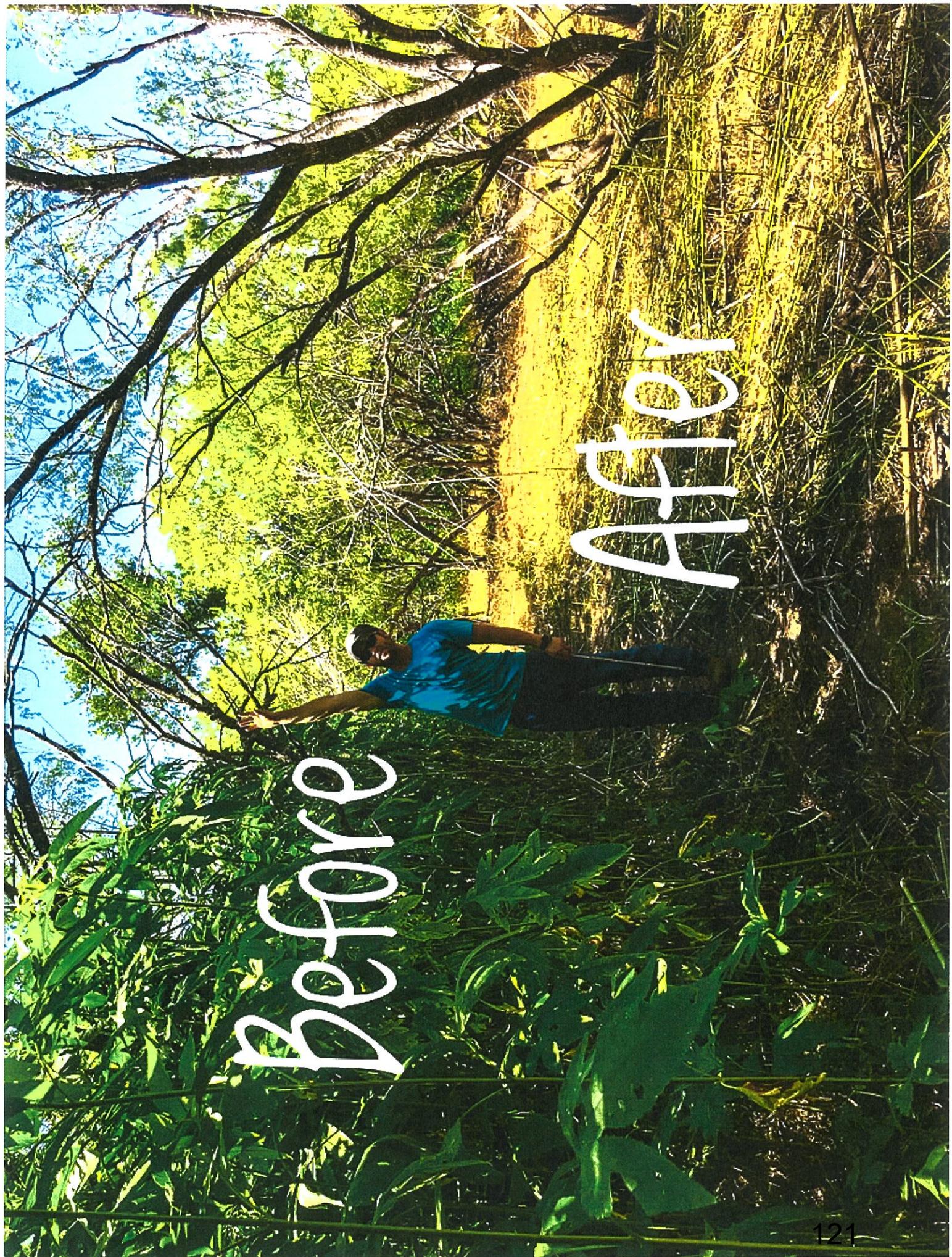
Carolyn Marvel Carr, Owner  
Rent-A-Ruminant



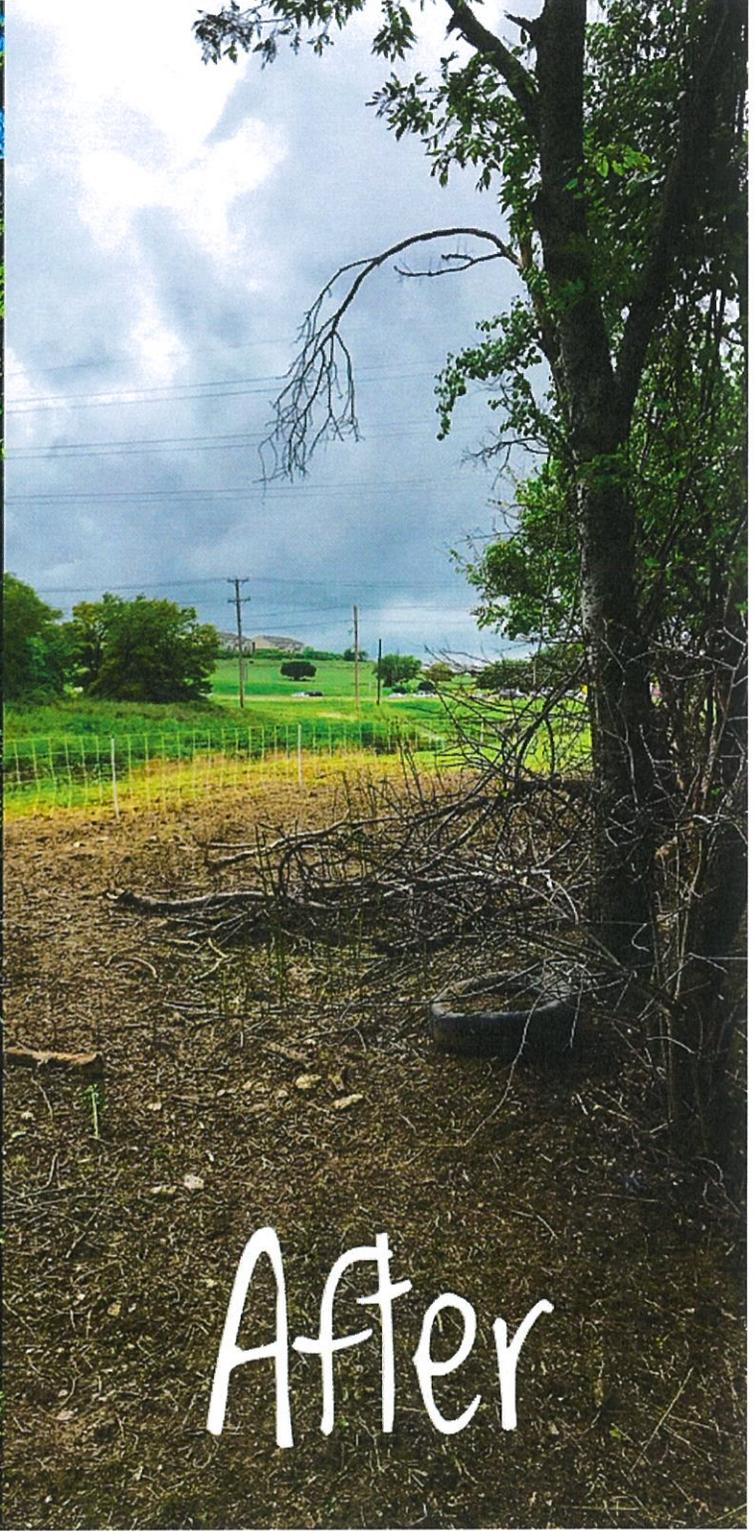
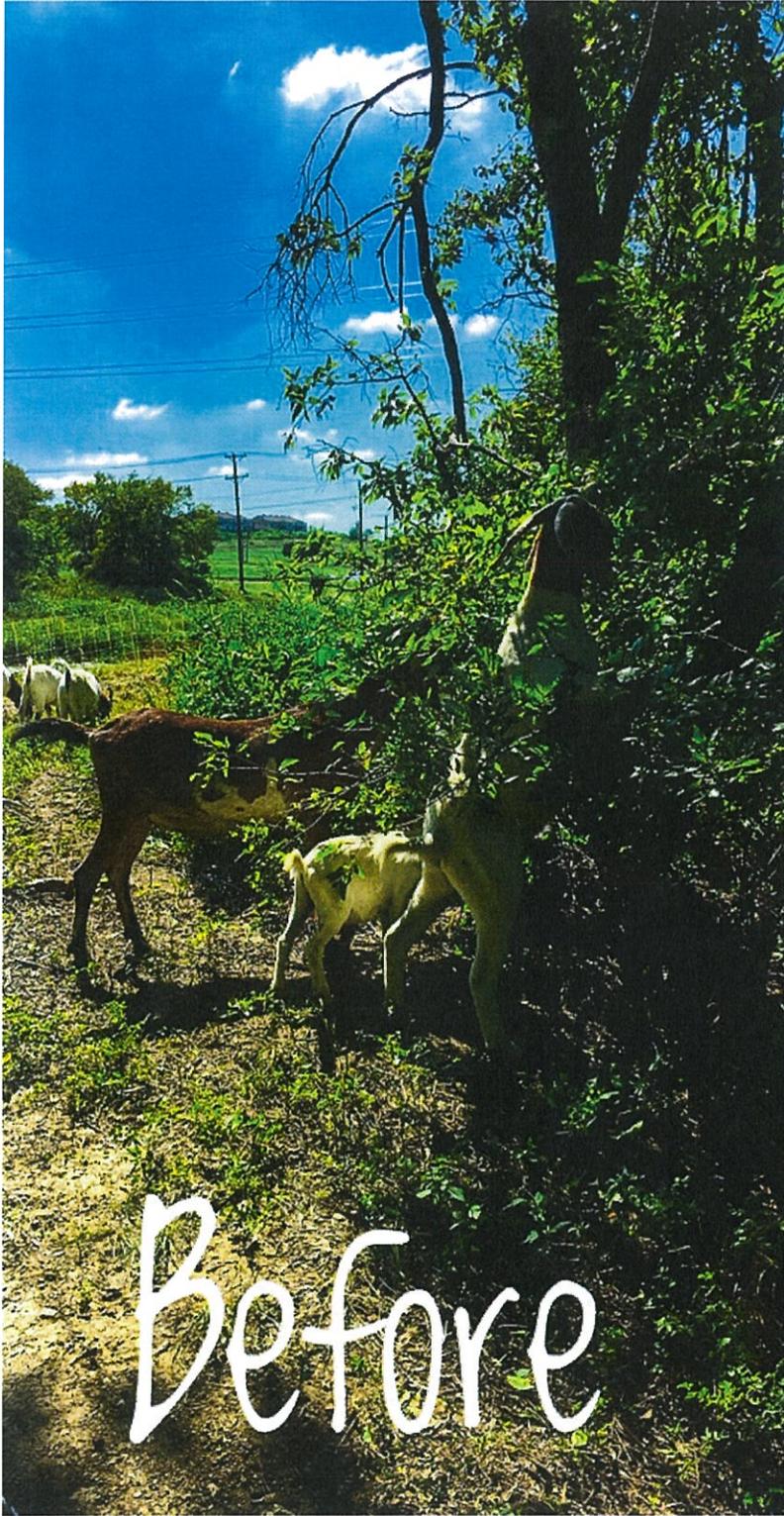


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*2-10*

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

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**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: June 4, 2019 FOR THE AGENDA OF: June 10, 2019

Expenditure Required: \$0.00  
Available Funding: \$0.00

Attachments: Memo and May photo contest entries

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**SUMMARY STATEMENT:**

The contest winner, if selected, will receive a City of Lampasas insulated tumbler w/straw and posting of their photo on the website.



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**RECOMMENDATION:**

Staff would like to make the recommendation 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 insulated tumbler w/straw 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

Susan Croll Zegub

[croll.susan@yahoo.com](mailto:croll.susan@yahoo.com)

“Lamparas Badgers!” was taken on FM 580 West looking at the newly painted water tower in Lamparas, TX.



## Entry 2

Cathy Stephens  
[Cstep58@gmail.com](mailto:Cstep58@gmail.com)

“After the Rain” was taken at W.M. Brook Park in Lampasas, TX.



## Entry 3

Jared Payne

[jaredtyler14@gmail.com](mailto:jaredtyler14@gmail.com)

“Fly Fishing Lampasas” was taken at Sulphur Creek at the Western Street bridge in Lampasas, TX.



## Entry 4

Tracy Lusscombe  
[Tel2325@gmail.com](mailto:Tel2325@gmail.com)

“Visitors Enjoy a Walk in the Park” was taken at Sulphur Creek in Lampasas, TX.



## Entry 5

Candice Goggans

[candicemarieg30@gmail.com](mailto:candicemarieg30@gmail.com)

“Back in my Hometown” was taken on West 580 in Lampasas, TX.



## Entry 6

Annie Trotter  
[catalt4@hotmail.com](mailto:catalt4@hotmail.com)

“End of the Day” was taken at City Park in Lampasas, TX.



## Entry 7

Sharil Meeks

[Sharil.meeks@gmail.com](mailto:Sharil.meeks@gmail.com)

“Never Forget” was taken in front of the historic Lampasas Courthouse on Memorial Day in Lampasas, TX.



## Entry 8

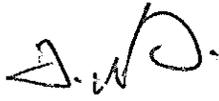
Ash Fanch

[Fancher2010@gmail.com](mailto:Fancher2010@gmail.com)

“Tower” was taken on Nix Road in Lampasas, TX.



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City Manager

ITEM NO. 7.11

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

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**Subject:**

Discussion and possible action regarding the award of bid for the City Hall parking lot flat work including island, aprons, and sidewalk repair in the amount of \$22,295.00

Requested By: Rickie Roy, Public Works Director

Submitted By: Rickie Roy, Public Works Director

Date Submitted: June 6, 2019

For the Agenda of: June 10, 2019

**Procurement and Funding Statement:**

The procurement process was followed for this project through the solicitation of quotes. Staff has obtained one quote from Canales Dibble Contractors, Inc. Funding for this project is allocated from fund 10-551-5545

Attachments: Quote

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**Summary Statement:**

This is the first phase of the City Hall Parking Lot Rehabilitation. The solicitation for this project included sidewalk repair, a new curb island and two driveway aprons.

**Recommendation:**

To consider a motion to award the bid to Canales Dibble Contractors, Inc. for the City Hall parking lot flat work including island, aprons, and sidewalk repair for \$22,295.00

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

P. O. Box 789  
Lampasas, Texas 76550

(512) 556-5508  
Fax (512) 556-6472

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**\*\*\**BID PROPOSAL REVISION*\*\*\***

**Date:** May 21, 2019  
**To:** Carlos  
City of Lampasas  
312 East Third  
Lampasas, Texas 76550  
**Re:** Revised Bid Proposal for  
Curb & Gutter at Parking Lot behind City Hall, Lampasas, Texas

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Original Bid Proposal	\$ 27,850.00
<b>Delete all concrete to be poured in existing curb islands; Delete all concrete to be poured in new curb island</b>	<b>(-) \$ <u>5,555.00</u></b>
<b>Total Bid for sidewalks, new curb island, curbing, driveway apron .....</b>	<b>\$ 22,295.00</b> <b>=====</b>

Thank you,

Canales-Dibble Contractors, Inc.

/s/

Lisa Canales-Dibble  
President

  
City Manager

ITEM NO. 7.12

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

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**Subject:**

Discussion and possible action regarding the award of bid for the City Hall parking lot paving and striping in the amount of \$ 44,990.32

Requested By: Rickie Roy, Public Works Director

Submitted By: Rickie Roy, Public Works Director

Date Submitted: June 6, 2019

For the Agenda of: June 19, 2019

**Procurement and Funding Statement:**

Staff requested three quotes in accordance with purchase policy. Two quotes were received from Lone Star Paving (\$44,990.32) and Texas Materials Group (\$53,063.85). The funding for this project will come from (10-551-5545)

Attachments: Quotes

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**Summary Statement:**

This is the second phase in the City Hall Parking Lot Rehabilitation. This quote includes Edge Mill, Sweep, Hot Mix level up for positive drainage, tack and overlay asphalt; which is 4,167.00 sq yards at \$10.38 per yard. Striping and install 10 concrete stops.

**Recommendation:**

To consider a motion to award the bid to Lone Star Paving for the City Hall parking lot paving and striping in the amount of \$44,990.32.



# LONE STAR PAVING

5513 Taylors Valley Rd  
Temple, TX 76502

# ESTIMATE

Date: May 17, 2019  
Estimate #: 15000163

Estimator: Kris Bauer  
Phone: 254-613-1370  
Fax: 254-613-1603  
Cell: 512-563-0215  
Email: kbauer@lspaving.com

Customer: City of Lampasas  
  
Project: Lampasas City Hall  
Parking Lot  
4th St. / Western Blvd.  
Lampasas Tx 76550  
  
Contact: Carlos Garcia  
carlos@cityoflampasas.com  
512-556-6831

Description	Qty	U/M	Unit Price	Total
Edge Mill, Sweep, Hot Mix level up 2- 6" for positive drainage, tack and overlay 1" - 1.5" asphalt area specified	4,167.00	Sq Yd	10.38	\$43,265.32
New Lay out striping, install 10 concrete wheel stops	1,500.00	Each	1.15	\$1,725.00
			<b>Total:</b>	<b>\$44,990.32</b>

Pricing Includes One Mobilization, Any Additional Mobilization's will be \$3,500 Each

### Terms and Conditions

EXCLUDES - BONDING, PERMITS, UTILITY ADJUSTMENTS, TESTING, LAYOUT OR SURVEYING, SAFETY SLOPE INSTALL/REMOVAL, TEMP TAPERS FOR UTILITIES, EXCAVATION, SAWCUTTING, TRAFFIC CONTROL OR FLAGMEN, LANE CLOSURE FEES OR PERMITS, TEMPORARY OR PERMANENT STRIPING, NIGHT OR WEEKEND WORK, SWEEP/CLEAN PRIOR TO PAVING AND ANY ITEMS OF WORK NOT SPECIFICALLY QUOTED.

LONE STAR PAVING ("LSP") WILL EXECUTE ONLY THOSE ITEMS OF WORK LISTED IN THE "SCOPE OF WORK" ABOVE. ANY ADDITIONAL ITEMS OF WORK WILL REQUIRE A WRITTEN CHANGE ORDER IN ADVANCE. LSP IS NOT RESPONSIBLE FOR DRAINAGE ISSUES ON SLOPES LESS THAN 2%. ALL QUANTITY OVERRUNS WILL BE VERIFIED IN PLACE UPON COMPLETION AND BILLED AT UNIT PRICES SHOWN ABOVE. THE ABOVE QUOTED PRICES ARE SUBJECT TO CHANGE IF NOT ACCEPTED WITHIN SIX MONTHS FROM THE PROPOSAL DATE. All agreements must be made in writing. This quote will become part of the subcontract agreement, and shall supersede any other conflicting language in the subcontract agreement, if any, between the parties. Asphalt paving standards for newly constructed areas are proposed to comply with the Texas Department of Transportation hot mix standards. Other paving specifications must be specifically outlined. All permits and fees are excluded unless otherwise noted. LSP is not responsible for utility lines less than 12 inches deep. Customer/Owner is responsible for protecting the work site from tenants, customers, other work activities, and will bear any additional costs of repairing work. LSP will carry Workers Compensation, General Liability, and Auto Insurance for labor provided in the performance of this contract. The amounts included in this estimate are based on information provided to-date, and are subject to change if new information is provided or differing site conditions are encountered. LSP is only responsible for its asphalt work, and expressly excludes injury, warranty, damages, and remediation to business or property if there are deficiencies with the subgrade or base, which shall meet or exceed the governing specifications, and shall also meet or exceed the ride specifications. From time to time, the paving surface may have areas whereby additional hotmix must be applied to achieve desired results, and the fees for these additional amounts of materials will be discussed and agreed to prior to commencement of work. All changes in the scope of the work must be agreed prior to the commencement of work. Full payment for LSP's services is due 30 days from the date of the invoice. No retainage shall be withheld from any payments due LSP. If payment and/or performance bonds are required and the cost of such bonds is not included in LSP's quote, 1.5% shall be added to the overall bid price. Testing for HMAC QCQA items only. LSP shall retain all production, ride, and placement bonus/penalty on HMAC item(s) according to specification where applicable. The bonus/penalty calculations shall be based on LSP's unit prices or the unit bid prices, whichever is greater. Payments should be remitted to Asphalt Inc., LLC d/b/a Lone Star Paving, PO Box 200608, Austin, TX 78720. Interest shall accrue for all amounts past due at the rate of eighteen percent (18%) compound interest per annum or highest legal limit. Customer agrees to pay attorneys' fees, expert fees, all costs of court, and any other expenses incurred by LSP in the collection of any sums due under the performance of this contract. The venue for any legal action under this contract shall be Travis County, Texas. The parties expressly agree to waive the right to a jury trial. Pricing based on a mutually agreeable contract.

The above prices, specifications, and conditions are satisfactory and are hereby accepted. Payment will be made as outlined above.

Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_

# Lampasas City Hall Parking Lot



A CRH COMPANY

## Texas Materials Group, Inc.

1320 Arrow Point Drive, Suite 600

Cedar Park, TX 78613

Telephone No: 512-917-7205

EMail: Brandon.lemay@texasmaterials.com

Contact: Brandon LeMay

Addendum No:

New Layout of Striping.  
Install car stops along parking  
on 4th Street.

Project: Lampasas City Hall Parking Lot  
Location: 312 E 3rd St Lampasas, Tx 76550  
County: Lampasas  
Bid Date: 5/21/2019

Level Up Low Area in center of lot. Edge mill.  
Clean/Tack Overlay 1.5" Ty D HMAC W/RAP

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Edge Mill Curb Line	1,553.00	LF	0.95	1,475.35
	Level Up by The Ton	150.00	TN	87.35	13,102.50
	Tack/Pave Overlay 1.5" Ty D W/ RAP Item 340	3,960.00	SY	9.10	36,036.00
	New Striping Layout	1.00	LS	1,400.00	1,400.00
	Furnish/ Install Car Stops	15.00	EA	70.00	1,050.00
<b>GRAND TOTAL</b>					<b>\$53,063.85</b>

### NOTES:

Terms are net 10th of the month. This quote is limited to acceptance within 30 days from the date of this quotation after which time quotation is subject to review and or revision. All courses preceding those to be paved by Texas Materials Group, Inc. (TMGI) shall meet or exceed the governing specifications and meet or exceed the ride specifications. TMGI is not responsible for horizontal and or vertical control and if longitudinal joint location is critical or desired, they shall be laid out by the general contractor prior to the placement of any courses. This quote will become part of the subcontract agreement and shall supersede any other conflicting language in the subcontract agreement.

The prime contractor and or owner shall provide adequate access to the work area for conventional hot mix paving equipment and trucks to pass adjacent to paving equipment for hot mix, seal coat and prime placement.

TMGI is not responsible for subsurface conditions. TMGI will not accept the responsibility of any subsequent course the prime coat, hot mix, surface treatment, and or seal coat (pavement) are to be placed on prior to or after our work is completed that might cause the pavement to fail.

Prices on accepted quote are firm until December 31, 2019. After December 31, 2019, the above prices shall be escalated.

Mobilization to be paid in full on first billing with no deductions after initial move-in to the project.

Level up tons to be billed per actual tons placed for level up to correct drainage in center of parking lot.

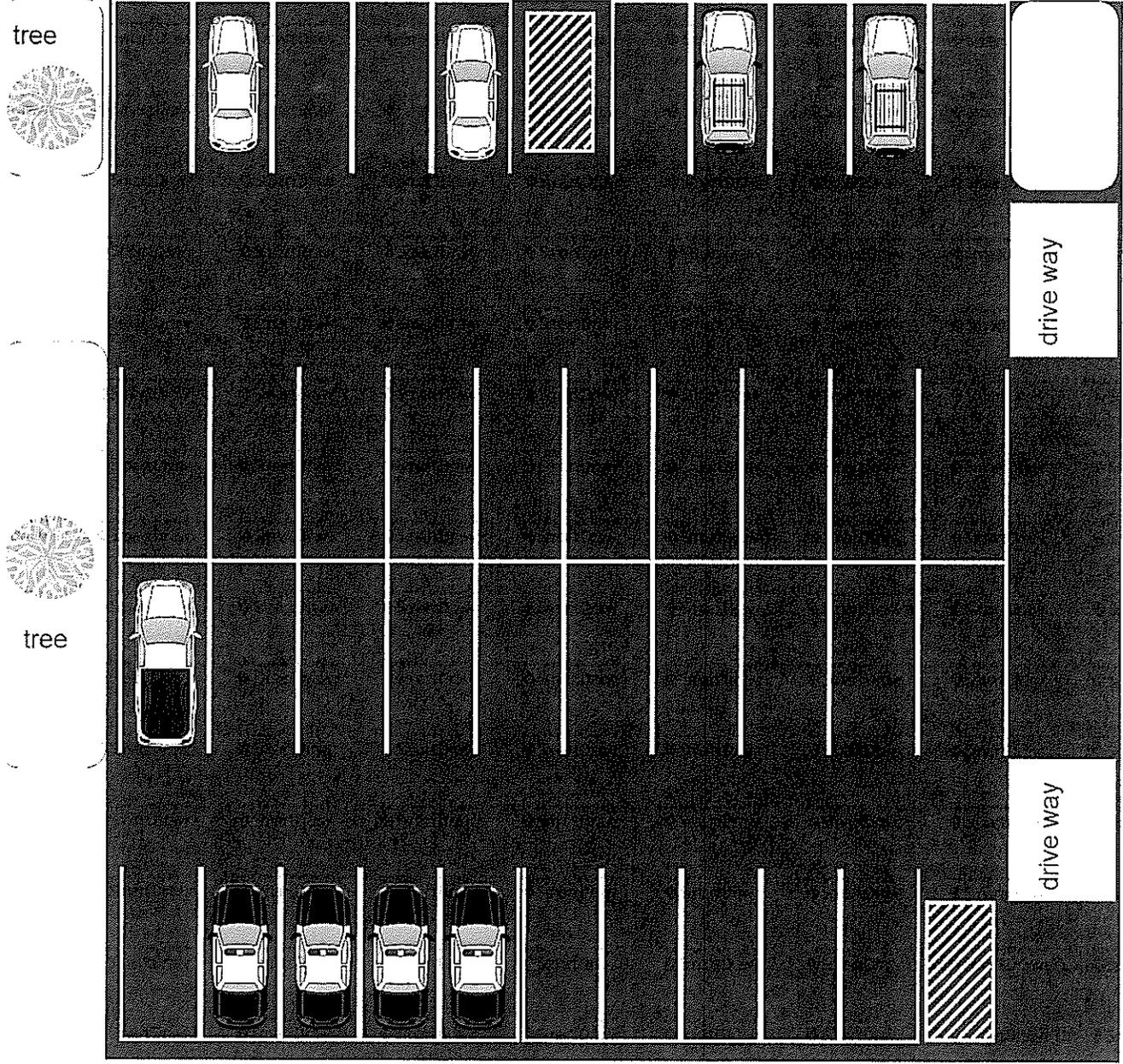
Inclusions:

city hall parking lot

tree



tree



drive way

drive way

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City ManagerITEM NO. 7.13

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

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**Subject:**

Discussion and approval of a Resolution of the City Council of the City of Lampasas, Texas, committing matching funds for a Texas Community Development Block Grant Program Application to the Texas Department of Agriculture for the Fire, Ambulance and Services Truck Fund.

Requested By: Gary Cox, Assistant City Manager

Submitted By: Finley deGraffenried, City Manager

Date Submitted: June 6, 2019

For the Agenda of: June 10, 2019

**Procurement and Funding Statement:**

N/A

Attachments: Resolution

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**Summary Statement:**

The Texas Department of Agriculture requires a commitment for matching funds for the Texas Community Development Block Grant Program Application for the Fire, Ambulance and Services Truck Fund. Based on quotes received the City would be responsible for approximately one-third of the cost of a new engine, or \$250,000.00.

**Recommendation:**

Motion to approve the Resolution committing City matching funds in the amount of \$250,000.00 for a CDBG FAST GRANT.

RESOLUTION No.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAMPASAS, TEXAS, AUTHORIZING THE COMMITMENT OF ADDITIONAL LOCAL MATCH FUNDS FOR THE APPROVED SUBMISSION OF A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION TO THE TEXAS DEPARTMENT OF AGRICULTURE FOR THE FIRE, AMBULANCE AND SERVICES TRUCK FUND (FAST FUND).

WHEREAS, the City Council of the City of Lampasas desires to develop a viable community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low-to-moderate income; and

WHEREAS, certain conditions exist which represent a threat to the public health and safety; and

WHEREAS, the City Council of the City of Lampasas has approved the submission of an application for funding under the Texas Community Development Block Grant Program;

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

1. That it be stated that the City Council is committing additional local match funds of up to \$250,000.00 as a cash contribution toward the purchase of a new fire truck for the Lampasas Fire Department.

Passed and approved this 10th day of June, 2019.

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Misti Talbert  
Mayor, City of Lampasas, Texas

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Christina Marez  
City Secretary, City of Lampasas, Texas

  
City ManagerITEM NO. 7.14

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

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**Subject:**

Discussion and possible action for financial participation in the Library Park Project and direction to Staff for further investigation and bid solicitation.

Requested By: Finley deGraffenried, City Manager

Submitted By: Finley deGraffenried, City Manager

Date Submitted: June 5, 2019

For the Agenda of: June 10, 2019

**Procurement and Funding Statement:**

Council may consider additional funding based on the requested scope, however; additional expenses would either be allocated from the Street Department budget or through fund balance/budget amendment.

Attachments:

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**Summary Statement:**

On May 31, 2019 Staff met with representatives from the Library Board and Foundation regarding the Library Park Project and the City's participation. Council had previously approved the removal of sidewalks and installation of the new flatwork, ramps and park entrance. Library representatives have now also inquired if the City can include, either as a reimbursable item or a City funded item, the board form walls, bench pads, and approximately 1200 square feet of concrete sitting/programming space as indicated on the attachment. Library representatives will be in attendance to review the project and answer questions.

**Recommendation:**

To consider a motion to approve additional funding for the Library Park Project and direct Staff to further investigate and solicit bids for additional projects

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MISC.

Chris Felan  
Vice President  
Rates & Regulatory Affairs

May 28, 2019

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 June 2019 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,

Attachment

ATMOS ENERGY CORPORATION  
MID-TEX DIVISION  
STATEMENT OF RIDER GCR  
June, 2019  
PREPARED IN ACCORDANCE WITH  
GAS UTILITIES DOCKET NO. 10170

**Part (a) - Mid-Tex Commodity Costs**

Line	(a)	(b)	Blu Factor	Per MMBtu	(d)	(e)
1	Estimated Gas Cost per Unit:	\$0.10046	0.1024	\$0.9766		
2	Estimated City Gate Deliveries:	61,123,590				
3	Estimated Gas Cost:	<u>\$6,140,476</u>				
4	Lost and Unaccounted For Gas %	2.5932%				
5	Estimated Lost and Unaccounted for Gas	\$159,235				
6	Total Estimated City Gate Gas Cost:	<u>\$6,299,711</u>				
7	Estimated Sales Volume:	<u>62,995,400</u>				
8	Estimated Gas Cost Factor - (EGCF)	<u>0.10000</u>				
9	Reconciliation Factor - (RF):	0.00000				
10	Taxes (TXS):	0.00000				
11	Adjustment - (ADJ):	0.00000				
12	Gas Cost Recovery Factor - (GCRF)	<u>0.10000</u> per Ccf				

**Part (b) - Pipeline Services Costs**

Line	(a)	(b)	(c)	Rate R - Residential	Rate C - Commercial	Rate I - Industrial Service Rate T - Transportation <sup>1</sup>
<b>Fixed Costs</b>						
13	Fixed Costs Allocation Factors [Set by GUID 10170]	100.0000%				
14	a. Current Month Fixed Costs of Pipeline Services	\$34,425,495	64.3027%	30.5476%	5.1497%	1,772,810
15	b. Plus: Second Prior Month Recovery Adjustment	\$0	22,136,523	10,516,162	\$0	\$0
16	Net Fixed Costs	<u>\$34,425,495</u>	<u>\$22,136,523</u>	<u>\$10,516,162</u>	<u>\$1,772,810</u>	<u>\$1,772,810</u>
<b>Commodity Costs</b>						
17	a. Estimated Commodity Cost of Pipeline Services	(\$6,968,557)	(4,580,589)	(2,138,607)	(249,361)	(249,361)
18	b. Plus: Second Prior Month Recovery Adjustment	\$0	\$0	\$0	\$0	\$0
19	Net Commodity Cost of Pipeline Services	<u>(\$6,968,557)</u>	<u>(\$4,580,589)</u>	<u>(\$2,138,607)</u>	<u>(\$249,361)</u>	<u>(\$249,361)</u>
20	Total Estimated Pipeline Costs (Line 16 + Line 19)	\$27,456,938	\$17,555,934	\$8,377,555	\$1,523,449	\$1,523,449
21	Estimated Billed Volumes		76,556,110 Ccf	49,492,760 Ccf	4,846,109 MMBtu	
22	Pipeline Cost Factor (PCF) [Line 20 / Line 21]		0.22930 Ccf	0.16930 Ccf	\$0.3144 MMBtu	
23	Gas Cost Recovery Factor - (GCRF) [Line 12]		0.10000 Ccf	0.10000 Ccf	\$0.9766 MMBtu	
24	Rider GCR		<u>0.32930 Ccf</u>	<u>0.26930 Ccf</u>	<u>\$1.2910 MMBtu</u>	
25				<u>\$0.3144 MMBtu</u>	<u>\$0.3144 MMBtu</u>	

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