

**NOTICE OF REGULAR MEETING OF THE GOVERNING BODY
OF THE CITY OF LAMPASAS, TEXAS
CITY COUNCIL CHAMBERS
405 SOUTH MAIN STREET
MONDAY APRIL 22, 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, April 22, 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. Discussion regarding terms of Development Agreement for Stone Valley Subdivision. *(pgs. 5-16)*
3. Discussion regarding FY 2020 Budget Priorities, Expectations and Process. *(pgs. 17-18)*
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
 - National Lineman Appreciation Day Proclamation
- D. Community Champion

	PUBLIC HEARINGS/CITIZEN COMMENTS	PAGES
1.1	Citizen comments – Any citizen who desires to address the City Council on a matter not included on the Agenda may do so at this time. The City Council may not deliberate on items presented under this Agenda Item.	N/A
2.0	MINUTES	PAGES
2.1	Discussion and possible action concerning approval of minutes of the special joint meeting with Lampasas Economic Development Corporation on March 20, 2019	19-22

2.2	Discussion and possible action concerning approval of minutes of the regular meeting on April 8, 2019	23-34
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3.0	CONSENT AGENDA	PAGES
3.1	Discussion and possible action on the receipt of the Monthly Investment Report for March 2019	35-54
3.2	Discussion and possible action regarding the second reading of an Ordinance amending Chapter 50 (Offenses) of the Code of Ordinances to provide a new article III; to establish Child Safety Zones within the City's Corporate Limits; making it unlawful for persons required to register on the Texas Department of Public Safety's Sex Offender Database to reside within 1,000 feet of property where children assemble or meet; making it unlawful to provide residential housing to certain predatory sex offenders in prohibited areas; providing for affirmative defenses to violations; providing a severability clause; providing for penalties; and providing for publication and an effective date subsequent thereto.	55-66
3.3	Discussion and possible action regarding the second reading of an Ordinance amending Ordinance No. 1581 Section 1 to amend the polling location for the General Election to elect the expired terms of the Mayor and Council members Places One, Two, and Six for the City Council of the City of Lampasas Texas, to be held on the 4 th of May, 2019.	67-70
3.4	Discussion and possible action regarding the second reading of an Ordinance amending Ordinance No. 1582, Exhibit "B", to amend the polling location for the Special Local Option Election on May 4, 2019, for the purpose of submitting to the qualified voters of the City of Lampasas the following issue; whether or not to permit the legal sale of all alcoholic beverages including mixed beverages in the City of Lampasas.	71-74

4.0	BOARDS/DEPARTMENT REPORTS	PAGES
4.1	<ol style="list-style-type: none"> 1. Golf Course Monthly Report 2. Municipal Court Monthly Report 3. City Secretary Monthly Report 4. Police Department Monthly Report 5. Utility Billing and Collections Monthly Report 6. Public Works Monthly Report for Electric, Streets, Water/Wastewater 7. Building Official Monthly Report 8. Economic Development Monthly Report 9. Fire Department Monthly Report 10. Parks and Recreation Monthly Report 11. Information Systems Monthly Report 12. Library Monthly Report 	75-98

5.0	ROUTINE MATTERS	PAGES
5.1	<p>City Manager's Operational Report</p> <ul style="list-style-type: none"> • Development • Transportation • Job Fair • Early Voting • Painted Chair • Peeps • Water Notification • EDC • Nix Tank 	99-102

5.2	MAYOR'S COMMENTS	PAGES
6.0	UNFINISHED BUSINESS	PAGES
7.0	NEW BUSINESS	PAGES
7.1	Discussion and possible action regarding Stone Valley Development Agreement	103-104
7.2	Discussion and possible action regarding agreement with HALFF Associates, Inc for Comprehensive Planning Services in the amount of \$120,000.00	105-120
7.3	Discussion and possible action on a user agreement between the City of Lampasas and the Western Regional Radio System for Public Safety Communications.	121-128
7.4	Discussion and possible action concerning the approval of a contract with ASJ Construction, LLC. For the construction of a W/WW Building in the amount of \$1,023,790.00	129-134
7.5	Discussion and request for approval to accept a Lower Colorado River Authority (LCRA) Community Development Partnership Grant	135-136
7.6	Discussion and possible action regarding participation in the Library Park Project to include sidewalk installation; and electric and water stub outs.	137-140
7.7	Discussion and acceptance of the FY 2017/2018 Audit Report	141-142
7.8	Discussion and possible action regarding approval of proposal for Grant Writing Services from Langford Community Services in an amount not to exceed \$10,000.00.	143-146

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 18th day of April 2019 at

1:50pm



 Becky Sims, Assistant City Secretary

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City Manager

ITEM NO. Workshop-2

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

Subject:

Discussion regarding terms of Development Agreement for the Stone Valley Subdivision.

Requested By: Gary Cox, Assistant City Manager

Submitted By: Gary Cox, Assistant City Manager

Date Submitted: April 18, 2019

For the Agenda of: April 22, 2019

Procurement and Funding Statement:

N/A

Attachments: Draft Agreement

Summary Statement:

On March 25, 2019, City Council considered a draft development agreement for the Stone Valley Subdivision and agreed to terms of the agreement, which included installation of electrical infrastructure, reimbursement for offsite drainage construction and partial contributions for road improvements for Rice Street. The Council decided not to include a waiver of permit fees for the development. The developer, Deorald Finney was not able to attend the meeting and Council has requested an opportunity to further discuss the agreement.

Recommendation:

Discussion Only.

**ECONOMIC DEVELOPMENT INCENTIVE PROGRAM
AND AGREEMENT**

This Economic Development Incentive Program and Agreement ("Agreement") is made and entered into by and between the City of Lampasas, Texas ("City"), a Texas Municipal Corporation, and Deorald L. Finney ("DLF"), a private developer. On the _____ day of March 2019 ("Effective Date"). The City and DLF are hereinafter referred to as Parties to the Agreement.

RECITALS

WHEREAS, the City desires to promote local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, the City desires to offer incentives for the location of the Stone Valley Subdivision and capital investment related to same within the corporate boundaries of the City; and

WHEREAS, the City has identified a shortage in the availability of single family homes in Lampasas, which has and will continue to impact economic development opportunities within the community; and

WHEREAS, DLF desires to construct a residential development, investing approximately \$881,000.00 in infrastructure that will benefit the development and the surrounding areas of the community, consisting of sixty-seven (67) single family residential dwellings within the corporate limits of the City of Lampasas (the "Project") which Project is referred to herein as the Stone Valley Subdivision (a/k/r "Subdivision"); and

WHEREAS, as a part of the work to be done on the Subdivision, DLF shall be obligated to make a improvements to the public infrastructure, including drainage, water, wastewater and public roadways ("Public Improvements"), which combined are estimated to have a current, approximate value of eight hundred eighty one thousand U.S. Dollars (\$881,000.00), all of which will be required to serve the Project; and

WHEREAS, in addition to providing utility and access to the Project, the Public Improvements will provide benefits to other areas of the City and benefit the community and it's future expansion, as a whole, including specifically the development to the water, wastewater and drainage systems; and

WHEREAS, accordingly, after evaluation and careful assessment, the City has determined that a substantial economic benefit to the local economy will result from the development of this Project; and

WHEREAS, City is authorized by §380.001, et seq., Texas Local Government Code, to promote state and local economic development and to stimulate business and commercial activity within the City; and

WHEREAS, as an economic incentive to DFL, the City desires to: (1) install at the City's cost, certain electrical infrastructure to each platted lot in the Subdivision, and (2) reimburse DLF for certain Project expenses, pertaining to DFL's costs for construction of the Subdivision roadway and off-site drainage improvements, which will benefit the Subdivision, but will also provide benefits to the general area of the in terms of reliability, redundancy, and access.

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

AGREEMENT

Section I. Recitals and Consideration

The Recitals set forth above are agreed by the Parties to be accurate and, thus, are incorporated herein by reference, as if fully set forth in this Agreement.

The Parties acknowledge and agree that pursuant to the terms of this Agreement each has provided and received adequate legal consideration for entering into this Agreement and for it to have a binding effect, as agreed between them.

Section 2. City Economic Contributions to DLF

The City's obligations to the Project are as follows:

1. **Electrical Infrastructure:** In consideration of DLF's investment of approximately \$_____ in the development of the Subdivision within the City's corporate limits and DFL's satisfactory performance of all other acts and obligations hereinafter described, the City shall extend residential electric utility infrastructure from the existing distribution system to each of the Subdivision's platted residential lot. The total City financial contribution to DLF for this contribution to the Project is currently estimated to be at a cost of \$71,346.36 to the City. The Plans and Cost summary related to this expenditure and City contribution is set forth on Exhibit C.
2. **Waive Building-Permitting Fees.** The City agrees to waive any permitting fees for the development of the Subdivision, which value to DLF and the Project is currently estimated to between \$29,815.00 and \$32,160.00. This waiver of fees does not apply to the actual costs of water utility meters or fees related to the establishment of utility service accounts.
3. The City shall reimburse DLF for the construction of off-site drainage infrastructure that is done that benefits the Westridge Subdivision, in the actual amount of construction costs, but not to exceed \$33,324.00. The diagram and cost summary of this off-site construction work to be performed by DLF and reimbursed by the City not to exceed \$33,324.00 is set forth on Exhibit B.

4. The City agrees to reimburse DLF up to \$20,000.00 for construction and material costs for improvements made by DLF to Rice Street related to its connectivity to the Project Subdivision.
5. City's Economic Incentive Payment Schedule and Process: The City's Economic Contributions for DLF'S Project Expenses shall be paid as follows:
 - a. City shall reimburse DLF up to a maximum of \$33,324.00 for the construction of the Public Improvement off-site drainage, which benefits the Westridge Subdivision. Release and payment of these funds by the City shall occur upon DLF's completion of the drainage construction, , submission of complete documentation and invoices detailing actual public improvement expenses pertaining to this phase of the Project only, and receipt of the City Engineer's Final Letter of Concurrence, providing the City's final acceptance of the Public Improvement infrastructure for which these City funds are apportioned.
 - b. City shall reimburse DLF up to a maximum of \$20,000.00 for expenses related to construction by DLF done to complete connectivity between Rice Street and the sub development, to improve public roadway infrastructure within the City. Release and payment of these funds by the City shall occur upon DLF's completion of the construction of the roadway improvements, submission of complete documentation and invoicing detailing actual public improvement expenses pertaining to this phase of the Project only, and receipt of the City Engineer's Letter of Concurrence, providing the City's final acceptance of the Public Improvement infrastructure for which these City funds are apportioned.
 - c. It is acknowledged and agreed by both DLF and the City that the maximum total amount of all Economic Development Incentive Funding provided by the City to DLF, not including the value of fees and permits waived in the approximate amount between \$29, 815 and \$32,160 shall not exceed \$53,324.00.
 - d. DLF further acknowledges and agrees that the purpose of the City in entering into this Agreement is to encourage development of the Property, as the Project, as the residential development proposed by DLF, with ancillary public improvements and, therefore, DLF agrees to develop the Project, and to fully complete such development, as the Project, and solely for the use and purpose as a residential Property, on or before the en of the 36th month after the execution date of this Agreement..

Section 3. DLF Contractual Obligations

In consideration of the City agreeing to provide the above noted consideration and Economic Incentives to DLF for construction of the Project, DLF shall:

- (a) Initiate and/or continuously proceed with all necessary planning activities on the Project within 30 days of approval of this Agreement; and
- (b) Continue, without interruption the development of the Project, referred to herein as the Stone Valley Subdivision, consisting of sixty-seven (67) single-family residential lots, as proposed and approved by the City, until fully completed, with completion to occur within three (3) years after the execution of this Agreement; and
- (c) Make, over the term of this Agreement, the improvements to public

infrastructure, detailed on Exhibit A, attached hereto and incorporated herein for all purposes, with such improvements having estimated current total value of eight hundred eighty one thousand U.S. Dollars (\$881,000.00); DLF shall provide documentation to the City demonstrating the actual investment prior to final acceptance of the public infrastructure as well as an engineer's certification that all public infrastructure was installed per City standards;

- (d) Begin initial phase of construction on the Project, consisting of a minimum of four (4) single-family residences in the Subdivision, on or before October 31, 2019; and
- (e) Provide a semi-annual report , (on November 30th and June 30) of all construction activities related to the Project and Subdivision, through build-out, ad to provide interim status reports to the City manager and/or his assignee, as requested by the City on a more frequent basis, if asked by the City; and
- (f) Construct and bid all Public Improvement infrastructure components of the Project, strictly to City specifications; and
- (g) Promptly notify the City Manager, in writing, at any time that DLF identifies issues that may cause a delay in the ongoing development of the Project or otherwise cause DLF to miss any of the deadlines set forth herein for the Project; and
- (h) For property owned by DLF, keep current on the payment of any and all taxes owed to any taxing jurisdiction in which the Property is located; and
- (i) Keep current in the payment of all charges and fees for utility services provided by the City to the Property; and
- (j) Comply with all Federal, State and Local regulations and laws pertaining to the construction of the Project; and
- (k) Cooperate with the City in promptly providing requested documentation to confirm compliance with the terms of this Agreement. .

Section 4. Recapture/Termination

In the event that DLF allows ad valorem taxes on the Property owned by DLF to the City or other taxing entity to become delinquent by more than 90 days, then in such event this Agreement shall automatically terminate, with no opportunity for appeal or redress by DLF.

In the event that the City determines that DLF is in default of *any* of its responsibilities, noted herein, or of any of the terms, provisions, or conditions contained in this Agreement, then in such event the City shall give DLF thirty (30) days written notice to cure such default. In the event such default is not cured within the 30 day cure period, or if DLF has not commenced and prosecuted with continuous and sufficient diligence a satisfactory cure of the default(s) to the approval of the City, within the thirty (30) days cure period, then this Agreement shall automatically terminate, with no opportunity for appeal or redress by DLF.

The date of termination as a result of default, as that term is used in this Section 4., shall, in every instance, be the 30th day after the day the City sends notice of default(s), in the mail to the address shown in this Agreement to DLF, or by hand delivery, or by transmission that is documented as delivered. Should the default be cured by DLF within the thirty (30) day cure period, DLF shall be responsible for so advising the City and for obtaining a written 'release from the default by cure' from the City, failing in which, the Agreement

will be considered to be terminated.

In every case of termination by breach, as set forth above: (1) the City shall determine in its sole discretion whether the default has occurred by DLF in the terms and conditions of this Agreement, which determination shall not be unreasonably withheld or delayed; (2) if default has occurred and is not timely and fully cured to the City's satisfaction, then DLF will forfeit any and all Economic Development incentive payments it has received from the City, under this Agreement and DLF shall return such funds to the City, within 30 days, after the City notifies s DLF of the termination of the Agreement for breach and provides DLF with the amount that is being recaptured by the City from DLF. Further, after default, DLF shall not be entitled to any further funding from the City under this Agreement, or any future funding agreement. Maximum amounts required to be repaid to the City pursuant to this Agreement shall be no more than the amounts outlined in Section 2 of this agreement. Further, in the event of default, DLF shall pay the City the full value of any waived fees and expenses, which would have otherwise been realized by the City without the benefit of this agreement.

Section 5. Certification of Compliance by DLF

On written request by City, at least once per year DLF shall certify in writing to the City its compliance with all provisions of this Agreement. Such certification shall include all documentation establishing that all taxes related to the Property have been timely and fully paid, as required by law, and that the Project and the Subdivision development targets have been satisfied. The City, at any reasonable time, shall have the right to review all records of DLF related to the provisions of this Agreement, and DLF shall cooperate with such review, as required.

In accordance with Chapter 2264, Texas Government Code, DLF certifies that neither DLF, nor any branch, division, subcontractor or department of DLF will or does knowingly employ any undocumented workers. DLF further certifies that in the event that DLF, or any branch, division, subcontractor or department of DLF is convicted of a violation under 8 U.S.C. Section 1324a (f), DLF shall repay the amounts previously provided to DLF by the City pursuant to this Agreement .. Should such conviction occur during the term of this Agreement, then such a conviction shall be cause for the immediate termination of this Agreement.

Section 6. Term

This Agreement shall be effective for a period of three (3) years from its effective date, i.e., the date that it is approved by the City Council of the City of Lampasas, Texas, as shown by the signature of the City Manager hereon below, unless otherwise terminated pursuant to the provisions otherwise set forth herein.

Section 7. Entire Agreement

This Agreement contains the entire agreement between the City and DLF with respect to the Project and the incentives offered to DLF by the City, as set forth and contemplated herein. This Agreement may only be amended, altered, or revised by the mutual approved written instrument signed by both the City and DLF.

Section 8. Successors and Assigns

This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns. DLF may assign all or part of its rights and obligations hereunder only upon prior written approval of the City, which approval shall be at the sole discretion of the City council of Lampasas.

Section 9. Notices

Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses or at such addresses provided by the parties in writing hereafter:

DLF:	Deorald L. Finney P.O. Box 209 Lampasas, Texas 76550
City:	City Manager City of Lampasas 312 E 3 rd Street Lampasas, Texas 76550

Section 10. Interpretation

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

Section 11. Applicable Law

This Agreement is made and shall be construed and interpreted under the laws of the State of Texas and exclusive venue for any claim, dispute, lawsuit or other legal proceeding arising out of this Agreement shall lie in Lampasas County, Texas.

Section 12. Dispute Resolution

The parties hereto agree that prior to filing legal claims and actions; the parties will make good faith efforts to resolve any disputes that arise through mediation and negotiations, with the costs of such mediations to be shared equally by the parties, except that each party shall bear their own attorney costs, if any are incurred.

Section 13. Severability

In the event that any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then and in that event it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the _____ Day of March 2019.

THE CITY OF LAMPASAS

ATTEST:

Finley deGraffenried, City Manager

Christina Marez, City Secretary

Approved as to Form

J.C. Brown, City Attorney

Deorald L. Finney

ATTEST:

Deorald L. Finney

STATE OF TEXAS

§

COUNTY OF LAMPASAS

§

§

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Finley deGraffenried, known to me to be the City Manager of the City of Lampasas, Texas.

Notary Public

My Commission expires: _____

STATE OF TEXAS

§

COUNTY OF LAMPASAS

§

§

The foregoing instrument was acknowledged before me this _____ day of _____, 2019 by Deorald L. Finney.

Notary Public

My Commission expires: _____

Exhibit A

DLF Public Improvements

Water Distribution

1120 LF 6" C900 Water Pipe
2180 LF 8" C900 Water Pipe
Fire Hydrants, Valves, casings, fittings, etc

Estimated Value: \$ 200,000.00

Waste Water

3940 LF SDR-26 Sewer Pipe
18 Manholes

Estimated Value: \$ 227,000.00

Drainage

1363 LF 18" HDPE Pipe
189 LF 24" HDPE Pipe
210 LF 36" HDPE Pipe
10'x4' Precast inlet boxes x 4
Precast Headwalls x 6
Connections/Fittings
Detention Pond Construction

Estimated Value: \$117,000.00

Roadway

7000 LF of Curb/Gutter
10,400 yards Asphalt
Compacted Road Base
Final Subgrade

Estimated Value: \$337,000.00

Total: \$ 881,000.00

Exhibit C

City Estimated Cost of Electrical Infrastructure Installation

ESTIMATED COST TO BUILD OVERHEAD LINES IN STONE VALLEY

CONSTRUCTION OF NEW LINES	\$ 1,396.36	
UPGRADE OF OLD LINES	\$15,200.00	
COST OF TRANSFORMERS	\$22,000.00	
COST OF STREET LIGHTS	\$ 2,750.00	
	<u>\$ 71,346.36</u>	TOTAL

ALL LINES WILL BE BUILT ON THE STREET SIDE
EXCEPT WHERE ALREADY EXSISTING


City Manager

ITEM NO. Workshop-3

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

Subject:

Discussion regarding FY 2020 Budget Priorities, Expectations, and Process.

Requested By: Finley deGraffenried, City Manager

Submitted By: Finley deGraffenried, City Manager

Date Submitted: April 17, 2019

For the Agenda of: April 22, 2019

Procurement and Funding Statement:

Attachments:

Summary Statement:

This item is placed on the workshop agenda to initiate discussion on budget priorities and the process Council would like to follow in development of the FY 2020 Budget. Staff will provide background information to aid in discussion.

Recommendation:

Discussion Only

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**MINUTES OF SPECIAL JOINT MEETING OF THE
GOVERNING BODY OF THE CITY OF LAMPASAS, TEXAS WITH LAMPASAS ECONOMIC
DEVELOPMENT CORPORATION BOARD
OF THE CITY OF LAMPASAS, TEXAS
WEDNESDAY, MARCH 20, 2019
CITY COUNCIL CHAMBERS
405 SOUTH MAIN STREET
5:30 P.M.**

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

Council Members present:

T.J. Monroe, Mayor Pro Tem
Chuck Williamson
Cathy Kuehne
Robert McCauley

Council Members absent:

Michael White
Delana Toups

City Staff Present:

Finley deGraffenried, City Manager
Gary Cox, Assistant City Manager
Christina Marez, City Secretary
Mandy Walsh, Economic Development Director

SPECIAL SESSION

I. Call to Order and convene into Joint Session

Mayor Talbert called the special session to order at 5:30 p.m. and immediately convened into Joint Session.

JOINT SESSION

II. Discussion and possible action regarding presentation by Foresite Group, Inc. related to technology infrastructure design, assessment and inventory.

LEDC Members that were present: Charlie Pratus, III, Neal Leavell, Steve Hudson, TJ Monroe, Misti Talbert, Roland Schaub, David Millican-Ex-Officio and Jamie Smart-Ex-Officio. LEDC Member Absent: Ronnie Vineyard

Mandy Walsh, Economic Development Director, introduced Jonathan Ramos and Cody Miller with the Foresite Group, Inc. She explained that they will be reviewing a presentation related to technology infrastructure design, assessment and inventory. She noted that if anyone had a question during the presentation, please ask any questions at any time.

The Foresite presentation included the following:

- Market Assessment Status

- Strategy Sessions
- Preliminary Design
- Online Survey
- Business Plan
- Notes from Strategy Planning
- Auto- Design/Preliminary Design – FCC Low Service Area
- Lampasas FTTH Design (Fiber to the house design)
- Online Take Rate Survey/Demand Aggregation – 90% responded favorably
- Two approaches for Deployment
 1. Open Access Network Model
 2. Dark Fiber
- What is Open Access?
 - Owner-operated network independent of ISP's
 - ISP – handles customer service – does not handle any maintenance
 - City would own fiber and lease to different networks
- Open Access Networks (OAN)
 - Pros –
 - Diverse Market Place
 - Competitive Market Place
 - Flexibility
 - Increased Economic Development
 - More profitable
 - Cons –
 - More Expensive
 - Complex to implement
 - Risky
 - Software Compatibility
- Real World Example of OAN
- Lampasas Financial Model – Revenue OAN Pro Forma
- What is Dark Fiber?
 - Pros
 - Less Complex
 - Less Initial and Long Term Investment
 - Low Risk
 - Faster Deployment
 - Increased Economic Development
 - Less Competitive Market
 - Less Diversity of ISP choices
- Real World Examples of Dark Fiber – Centennial, Colorado and Huntsville Utilities
- Dark Fiber Lease Network Pro Forma
- What Does the Fiber Cost – cost difference between Open Access and Dark Fiber
- Lampasas Advantages
 - Lampasas Electric Utility – Owning the poles and providing electric service means the City has the experience managing infrastructure on this scale and in a similar space.
 - Rural eConnectivity Pilot Program – 100% grant; 50/50 Grant/Loan, 100% Loan options
 - Pilot Program map
- Phased Approach – reviewed five phases
 1. Backbone construction
 2. Shelter and site prep

- 3. 40 anchor institutions
- 4. All premises within 1,000 feet of backbone
- 5. Residential/Business services East and West
- Foresite recommendations
 - 1. Build a Dark Fiber
 - 2. Apply for a Grant
 - 3. Public or Private Partnership
- Reviewed Funding Options
- Reviewed Lessons Learned from other Markets
- Next Steps

There was discussion on Grant and Loan opportunities and the required deadlines of each.

There was no action taken.

III. Adjourn

Council member Kuehne moved to adjourn the special meeting at 6:59 p.m. The motion was seconded by Mayor Pro Tem Monroe and with a unanimous vote, the motion carried.

PASSED AND APPROVED this _____ of _____, 2019.

Misti Talbert, Mayor

ATTEST:

Christina Marez, City Secretary

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**MINUTES OF REGULAR MEETING OF THE GOVERNING BODY
OF THE CITY OF LAMPASAS, TEXAS
CITY COUNCIL CHAMBERS
405 SOUTH MAIN STREET
MONDAY APRIL 8, 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:

Chuck Williamson
Michael White
Cathy Kuehne
Robert McCauley
Delana Touns

Council Members absent:

T.J. Monroe, Mayor Pro Tem

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
Sammy Bailey, Police Chief
Tony Barrio, Code Enforcement Officer
Kelli Sanguinet, Police Communications Officer
Rickie Roy, Public Works Director
Chris Eicher, Parks & Recreation Director
Shanda Subia, Library Director
Monica Wright, Information Systems Director
Ronnie Withers, Fire Marshal
Frank Ellett, Building Official

**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.

2. Discussion regarding Code Enforcement Efforts

Sammy Bailey, Police Chief, explained that the Council work plan identified code compliance as an area of focus to address health and safety as well as quality of life concerns within the community. She and Tony Barrio, Code Enforcement Officer, would like to discuss the status of code enforcement efforts and seek direction from Council regarding the issues of importance and the future expectations of the code enforcement process.

Code Enforcement Officer Barrio reviewed the process of how he handles code enforcement issues. He used an overhead PowerPoint presentation that outlined steps he takes in remedying/addressing code enforcement issues. From receiving a complaint, researching the property owners' information, sending certified notification, allowing for voluntary compliance within a reasonable amount of time, or if necessary, the City will have the property cleaned up and a lien is assessed on the property. On occasion, some code enforcement issues may reach the Municipal Court level with fines cited.

Questions posed from Council were: "Are we achieving what we want to see done? Do we have the resources to get it done?"

Both Bailey and Barrio said that there has been improvement in many areas in town. Property owners work to be compliant and with the opening of the Citizens Collection Station, those owners are able to take items there to be disposed of. Barrio said that he gives those property owners a free pass to the station so they do not incur any costs because of their voluntary compliance.

Council thanked both Police Chief Bailey and Code Enforcement Officer Barrio for their presentation and their work dealing with code enforcement issues.

3. Discussion regarding Food Truck Ordinance, Music Venues, Sense of Place

Becky Sims, Assistant City Secretary, explained that this item is one of the tasks identified on the 2019 Council Work Plan.

Sims report outlined the following:

- In 2015, Staff identified the need and adopted a Food Truck Ordinance.
- To date the City has issued less than 5 permits.
- In reviewing other city requirements, the two outlining factors are permit prices and locations.
- For community events we allow the committee to oversee the food truck permitting process which includes the vendor fees and location. The Fire Marshal and Building Official inspect the food trucks to ensure they are code compliant and meet fire code, but the City does not issue a permit.
- The intent of the Food Truck Ordinance is to allow the diversity and community engagement without affecting the brick and mortar locations that have the overhead expense.
- Staff feels that while the health, safety and code compliance of each food truck will still be a factor, there is room to amend the Ordinance to allow more flexibility in location and permit fees.
- Outdoor music venues are another area of community engagement that Staff wants to explore.
- The City wants to encompass the diversity and fun of food trucks with the beauty of our parks to engage the community with live music to promote social gatherings.
- Staff continues to research outdoor music opportunities with considerations to safety of citizens, upkeep of parks, noise ordinance, liability, appropriate locations, kid-friendly, community partnerships, local talent and possibly committees to promote and plan the events.

Sims reviewed an overview of the Food Truck Ordinance:

- Duration
 - 14 days = \$100.00
 - 180 days = \$300.00/renewal \$150.00
 - Annual = \$500.00/renewal \$250.00
- Zoning

- All Non-Residential Zoning Districts and/or City Parks
- Must be a minimum of 50 feet from Residential use
- Cannot be parked on a vacant lot
- Hours of Operation
 - 7:00 a.m. to Midnight
 - No seating, generator or music is allowed between 10:00 p.m. to Midnight with 100 feet from Residential uses.
 - Must have written authorization from Property Owner
 - Bathroom must be available within 300 feet for employees and patrons
 - Seating for up to four people may be provided
 - Mobile Food Vendor Unit (MFVU) must be self-contained, cannot hook up to City utilities
 - No alcoholic beverages
 - Must have self-closing trash containers
 - No more than 3 MFVU at one location unless City sponsored event
- Other Requirements
 - Valid Motor Vehicle Operator's License
 - Valid Vehicle Registration
 - Proof of Vehicle Liability Insurance
 - Valid DBA or LLC Certificate
 - Texas Sales Tax Permit
 - Valid and Current State Health Permit
 - Current Food Handler's Certificate
 - Fire Marshal Code Compliant Inspection

Council discussion included:

- Don't want the City to make it so difficult that food trucks can't come in to our town.
- Why is there a fee for food trucks when they don't use any City electric or water? City Staff responded that the fee was created because of brick and mortar reasons and also to ensure Code and State compliance.
- Food trucks should be able to use a vacant lot and the current Ordinance requirement doesn't allow for it.
- There should be an opportunity for a one-day fee.
- If a property owner allows for the food truck to use their electricity, it should be allowed.
- Since some applicants that apply for a temporary permit may only want to set up for one day a week or one weekend day at a time, Council suggested changing the time period of 14 consecutive days to just 14 days by removing the word "consecutive".

City Staff will review and consider all that was discussed and review again with Council at a future date.

4. Discussion regarding Scope of Work for City of Lampasas Comprehensive Plan

Gary Cox, Assistant City Manager, explained that at the March 25, 2019 Council meeting, HALFF Associates, Inc. was selected as the firm to provide services related to the development of a comprehensive plan. Prior to engaging HALFF and negotiating the terms of a professional services agreement, a scope of work for the plan is needed. Traditionally a comprehensive plan includes key components such as existing conditions, goals and objectives, implementation strategies and future land use. However, the comprehensive plan is not limited to these components and can include other analysis of the community. Other items to be considered in the scope of work include housing, transportation, infrastructure, public services, recreation, economic development, community design, preferred areas of development, renewal

or redevelopment areas, financing, tourism and historic preservation. While not exhaustive, these components represent a common core, which comprise a majority of comprehensive plans. Staff seeks Council's input in defining the scope to ensure Council's goals and objectives are met as we initiate the comprehensive planning process

Council discussion included:

- Land use
- Infrastructure
- Look closer at Downtown area
- Impact fees
- This comprehensive plan is a community driven document

After discussions, Council expressed that Land use and Infrastructure be the scope of work to plan on.

5. Discussion regarding any item on the regular agenda

There was no discussion.

6. Adjourn Workshop Session

Council member Williamson moved to adjourn the workshop session at 6:53 p.m. The motion was seconded by Council member White and with a unanimous vote, the motion carried. (Monroe absent)

A brief break was taken before going into regular session.

REGULAR SESSION 7:00 P.M.
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ANNOUNCEMENTS

- A. Call to Order

Mayor Talbert called the regular session to order at 7:05 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

- National Public Safety Telecommunications Week

Mayor Talbert read out loud the proclamation and proclaimed April 14-20, 2019 as National Public Safety Telecommunications Week.

- D. Community Champion

Mayor Talbert presented Jeff Lowe the Community Champion award for going above and beyond to cover and capture photos of happenings and school events in our community for the Lampasas Dispatch Record. Talbert said that his efforts, hard work and dedication for capturing the accomplishment of kids of Lampasas make him a Community Champion.

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

There were no citizen comments.

1.2	Public Hearing to receive citizens comments regarding an Ordinance amending Chapter 50 (Offenses) in the City of Lampasas Code of Ordinances to provide a new article III; Sex Offenders; making it unlawful for certain sexual offenders to reside within 1000 feet of places where children gather; providing exceptions to the Ordinance ; prohibiting property owners from renting real property or establishing a residence to certain sexual offenders; prohibiting certain sexual offenders from entering or loitering within 300 feet of a City Park; providing for affirmative defenses; providing for a severability clause and providing penalties for violations for the Ordinance.
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Sammy Bailey, Police Chief, explained that as discussed at the March 11, 2019 City Council Meeting, the Lampasas Police Department has recently taken over responsibility for the oversight of offenders residing in our community, who are required to register under Chapter 62 of the Code of Criminal Procedure for sex related crimes. This public hearing allows for citizen comments regarding the proposed Ordinance amending Chapter 50 (Offenders) in the City of Lampasas Code of Ordinances.

Bailey said that this amendment will making it unlawful for certain sexual offenders to reside within 1,000 feet of places where children gather; providing exceptions to the Ordinance; prohibiting property owners from renting real property or establishing a residence to certain sexual offenders; and prohibiting certain sexual offenders from entering or loitering within 300 feet of a City Park. The purpose of this Ordinance is to serve the City’s compelling interest to promote, protect, and improve the health, safety and welfare of all citizens, including the children and families who reside in the City.

Mayor Talbert opened the public hearing for any citizen comments.

There were no citizen comments.

Council member Kuehne moved to close the public hearing. The motion was seconded by Council member Williamson and with a unanimous vote, the motion carried. (Monroe absent)

2.0	MINUTES
2.1	Discussion and possible action concerning approval of minutes of the regular meeting on March 25, 2019

Council member Williamson moved to approve the minutes as presented. The motion was seconded by Council member Touns and with a unanimous vote, the motion carried. (Monroe absent)

3.0	CONSENT AGENDA
3.1	Discussion and possible action regarding purchases and charges in excess of \$4,000 from March 1, 2019- March 31, 2019.

Council member Williamson moved to approve the consent agenda. The motion was seconded by Council member Kuehne and with a unanimous vote, the motion carried. (Monroe absent)

4.0	BOARDS/DEPARTMENT REPORTS
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There were no board or department reports.

5.0	ROUTINE MATTERS
5.1	City Manager's Operational Report

City Manager deGraffenried reviewed his report:

- Fire Chief - Applications for the position of Fire Chief closed on March 29, 2019. At that time, the City received 26 applications, of which 15 were culled for the next phase of review. The City has been aided in the process by outside agencies including the Chief of the Marble Falls Fire Department, and the Chief of Travis County ESD 1. The next phase of selection will include additional background review, phone interviews and possibly a request for writing samples. The City's target dates for onsite interviews is the week of April 22. The City will utilize a familiar interview format including introduction of Department personnel, elected official meeting, and formal interview Board.
- Board Training - Staff has confirmed May 6, 2019 at 6:00 p.m. for elected and appointed Board training. Staff has asked Jo Christy Brown, City Attorney, to develop an agenda to include governance; open meetings; conducting public hearings; and public interaction. Additionally, Staff has discussed a follow-up training for Boards that have zoning or land use responsibility related to specific statutory authority and case law.
- Siren Testing - Fire Marshal Withers reports no incidents or complaints regarding the City's siren testing the last couple of Fridays. All sirens operated as designed and were audible from outside locations in all areas of town. The warnings are an indication to shelter in place and may not be heard inside homes or businesses. The time of testing was changed to 4:30 p.m. due to previous complaints from late night shift workers. Withers reports that in the event of a tornado sighting, the sirens will remain audible until the threat passes. The City will continue to provide education on severe weather and what to do in the event sirens are activated.
- Nix Tank – Included in Council's packet is the latest progress report on the Nix Tank. As indicated, the exterior is approximately 95% blasted and primed, and the interior bowl is 70% blasted and primed. Additionally, Jason Jones, Engineer with Jones Heroy & Associates, has made site visits to the tank and Spring Street Pump Station, and has specified SCADA modifications to ensure efficient pump operation and to reduce pressure fluctuations.
- LCRA - LCRA team members and their staff will be in Lampasas on April 5, 2019 as part of their "give back" day. Chris Eicher, Parks & Recreation Director, has outlined several park's projects including installation of mulch and playground clean up at WM Brook Park. LCRA has provided this service to the City for the past four years.

- Development Matrix - At the request of the Mayor, City Staff has prepared a draft Development Incentive Matrix to provide Council policy guidance when assessing utility and financial participation in a residential or business expansion. Staff sees a wide range of utility extension policies in other communities, and such considerations such as increased valuation, credit for additional public benefit, and ROI on infrastructure installation will be included. Council felt that a workshop session was necessary to discuss in further detail. A Special Called meeting will be scheduled.
- New Staff – New Staff to the City include Mancho Coronado, Parks Department; and Kyle Harrison, Electric Department. Additionally, the City welcomes back our returning and new Pool staff for the 2019 season.
- Do You See Me? - The Do You See Me motorcycle rally is scheduled to come into Lampasas on April 28 according to Police Chief Bailey. The annual event attracts several hundred motorcyclists from communities to the east and terminates in Lampasas. As in year's past, the Police Department will provide escort services for the group.
- Permit Activity - Frank Ellet, Building Official, reports that permit activity is seeing an uptick with weather improving. Activity was slightly depressed due to fall rains, however; the City is seeing additional activity in both residential and business development. Work is on the table for a new assisted living facility, new fast food restaurant and new drive through coffee business.
- Electric Charges – He updated Council of an electric connection he authorized.

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
7.1	Discussion and possible action regarding the first reading of an Ordinance amending Chapter 50 (Offenses) in the City of Lampasas Code of Ordinances to provide a new article III; Sex Offenders; making it unlawful for certain sexual offenders to reside within 1000 feet of places where children gather; providing exceptions to the Ordinance ; prohibiting property owners from renting real property or establishing a residence to certain sexual offenders; prohibiting certain sexual offenders from entering or loitering within 300 feet of a City Park; providing for affirmative defenses; providing for a severability clause and providing penalties for violations for the Ordinance.

Sammy Bailey, Police Chief, explained that this item was reviewed in Public Hearing.

Council member White moved to approve the first reading of an Ordinance amending Chapter 50 (Offenses) in the City of Lampasas Code of Ordinances to provide a new article III; Sex Offenders; making it unlawful for certain sexual offenders to reside within 1,000 feet of places where children gather; providing exceptions to the Ordinance ; prohibiting property owners from renting real property or establishing a residence to certain sexual offenders; prohibiting certain sexual offenders from entering or loitering within 300 feet of a City Park; providing for affirmative defenses; providing for a severability

clause and providing penalties for violations for the Ordinance. The motion was seconded by Council member Kuehne and with a unanimous vote, the motion carried. (Monroe absent)

7.2	Discussion and possible action regarding approval of Hillside Acres Preliminary Plat located in the extraterritorial jurisdiction of the City of Lampasas, Lampasas County.
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Becky Sims, Assistant City Secretary, explained that Eckermann Engineering presented the Hillside Acres Preliminary Plat on behalf of their client, MD Homes.

Sims reviewed the following:

- The Preliminary Plats meets the requirements defined in Chapter 70 Subdivisions, Division 2- Preliminary Plat Sec. 70-126 thru Sec. 70-136.
- The 36.76-acre tract will be developed into 28 one- acre lots.
- The site will be developed in three phases with each phase resulting in the submittal of a final plat for that phase.
- The subdivision complies with the City of Lampasas Subdivision Regulations as defined in the Lampasas Code of Ordinances Chapter 70 Subdivisions.
- Each one-acre lot will meet the required 150 feet of frontage to alleviate the need for curb and gutter as defined in Sec. 70-7 C. Exceptions.
- The homes will have city water and electric.
- Wastewater will be provided by an onsite sewage facility (OSSF) and each home will be equipped with 13D Sprinkler Systems with booster pumps for fire protection.
- The site will have two detention ponds. One is identified as Block 2, Lot 1 and the other will be located behind Block 1, Lots 10-14.
- The proposed development is located within the Extraterritorial Jurisdiction (ETJ) and will be annexed into the City once the build out is complete.
- The Planning and Zoning Commission met on Thursday, April 4, 2019 and recommended approval.

Council member Williamson moved to approval the Hillside Acres Preliminary Plat located in the extraterritorial jurisdiction of the City of Lampasas, Lampasas County as presented. The motion was seconded by Council member White and with a unanimous vote, the motion carried. (Monroe absent)

7.3	Select and announce possible winner of website photo contest entry
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Monica Wright, Information Systems Director, explained that there five photo entries:

- Entry 1, “Spring 2019” by Trish Argumaniz
- Entry 2, “Sulphur Spring” by Amy Barrett
- Entry 3, “1 jump, 2 jump” by Kimberly Brown
- Entry 4, “Butterfly Garden” by Vannetta Chapman
- Entry 5, “Cooper Springs Nature Trail” by Michelle Quarles

Council member White moved to approve Entry 5 “Cooper Springs Nature Trail” by Michelle Quarles as the website photo contest winner. The motion was seconded by Council member Kuehne, and with a unanimous vote, the motion carried. (Monroe absent)

7.4	Discussion and possible action regarding an Ordinance amending Ordinance No. 1581 Section 1
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	to amend the polling location for the General Election to elect the expired terms of the Mayor and Council members Places One, Two, and Six for the City Council of the City of Lampasas Texas, to be held on the 4 th of May, 2019.
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Christina Marez, City Secretary, explained that Mark Bishop, Lampasas County Elections Administrator, made her aware of the necessary change to the polling location in Kempner, Texas, due to an unforeseen scheduling issue at the First Baptist Church. The new polling location in Kempner, Texas on Election Day, May 4, 2019, will be at the Kempner Fire Department Training Center located at 315 Pecan Street. This Ordinance amendment is necessary for this change.

Marez reminded Council that early voting by personal appearance begins April 22, 2019 through April 30, 2019 at the Elections Administrator’s Office, 407 S. Pecan, Suite 102, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. However, on Tuesday, April 23, 2019, and Tuesday, April 30, 2019, Early voting by personal appearance will run from 7:00 a.m. until 7:00 p.m.

Council member Kuehne moved to approve an Ordinance amending Ordinance No. 1581 Section 1 to amend the polling location for the General Election to elect the expired terms of the Mayor and Council members Places One, Two, and Six for the City Council of the City of Lampasas Texas, to be held on the 4th of May, 2019. The motion was seconded by Council member McCauley and with a unanimous vote, the motion carried. (Monroe absent)

7.5	Discussion and possible action regarding an Ordinance amending Ordinance No. 1582, Exhibit “B”, to amend the polling location for the Special Local Option Election on May 4, 2019, for the purpose of submitting to the qualified voters of the City of Lampasas the following issue; whether or not to permit the legal sale of all alcoholic beverages including mixed beverages in the City of Lampasas.
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Christina Marez, City Secretary, again explained that this Ordinance amendment is necessary for the polling location change in Kempner, Texas, due to an unforeseen scheduling issue at the First Baptist Church. The new polling location in Kempner, Texas on Election Day, May 4, 2019, will be at the Kempner Fire Department Training Center located at 315 Pecan Street.

Council member White moved to approve an Ordinance amending Ordinance No. 1582, Exhibit “B”, to amend the polling location for the Special Local Option Election on May 4, 2019, for the purpose of submitting to the qualified voters of the City of Lampasas the following issue; whether or not to permit the legal sale of all alcoholic beverages including mixed beverages in the City of Lampasas. The motion was seconded by Council member McCauley and with a unanimous vote, the motion carried. (Monroe absent)

7.6	Discussion and possible action regarding the Amendment to the Waste Connections Contract regarding Sludge Haul for the City of Lampasas.
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Gary Cox, Assistant City Manager, explained that on January 28, 2019, he presented proposals for sludge haul services to Council and recommended the acceptance of an alternate proposal from Waste Connections to amend the solid waste contract to include sludge haul services. Upon initial review, he based the recommendation upon the apparent cost savings of \$16,200.00, which could be realized in the sludge haul services. However, upon further evaluation he made an error in the initial calculations of the solid waste rates, which were presented. Instead of a cost reduction the proposed terms for the integration of the sludge haul services actually results in a rate increase of 0.73 cents per month for residential

customers. Based upon this review, Staff recommends the sludge haul proposals and amendments to the solid waste contract with Waste Connections be rejected. Staff will begin the process to re-advertise the proposals for sludge haul services.

Council member McCauley moved to deny the Amendment to the Waste Connections Contract regarding Sludge Haul for the City of Lampasas. The motion was seconded by Council member Williamson and with a unanimous vote, the motion carried. (Monroe absent)

7.7	Discussion and possible action regarding security cameras for the 1931 Roy L Thomas Old City Hall Building.
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Gary Cox, Assistant City Manager, explained that as the renovations of the Municipal Court and City Hall building near completion, Staff is reviewing other features, which should be considered to enhance and preserve the investment, which has been made. In completing the renovation in Municipal Court, cameras previously installed in the court were removed. In evaluating this equipment, Staff recommends replacement due to the age and limitations of the equipment (unable to network) to provide for security within the Municipal Court. Additionally, with the installation of public restrooms on the mezzanine of the City Hall building, the building will be open to the public during court hours, however, will not be staffed or monitored regularly. Because of these concerns, Staff recommends the installation of security cameras at various locations within the building to provide a safeguard in the event an incident should occur.

Cox said that due to the updated technology which has been installed within the buildings, Staff has identified a camera solution which can be integrated with the existing network and accomplish the goal at a minimal cost. Staff has procured one (1) camera and tested it to provide proof of concept and recommends moving forward with the purchase of additional cameras, which will be installed by Staff. The cost of the cameras is estimated to be approximately \$1,500.00.

Council member White moved to authorize the purchase of security cameras for Municipal Court and the 1991 Roy L. Thomas Old City Hall Building in the amount up to \$1,500.00. The motion was seconded by Council member McCauley and with a unanimous vote, the motion carried. (Monroe absent)

Adjourn into Executive Session

Council member Williamson moved to adjourn into executive session at 7:52 p.m. The motion was seconded by Council member White and with a unanimous vote, the motion carried. (Monroe absent)

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

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

Executive session was adjourned at 8:09 p.m.

REGULAR SESSION

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

There was no action taken.

Adjourn

Council member McCauley moved to adjourn the meeting at 8:10 p.m. The motion was seconded by Council member Williamson and with a unanimous vote, the motion carried. (Monroe absent)

PASSED AND APPROVED this _____ day of _____, 2019.

Misti Talbert, Mayor

ATTEST:

Christina Marez, City Secretary

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City Manager

ITEM NO. 3.1

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

Subject: Discussion and Possible Action on the Receipt of the Monthly Investment Report for March 2019.

Requested By: Yvonne Moreno, Finance Director

Submitted By: Yvonne Moreno, Finance Director

Date Submitted: April 18, 2019 For the Agenda of: April 22, 2019

Procurement and Funding Statement: N/A

Attachments: Investment Report prepared by Patterson & Associates

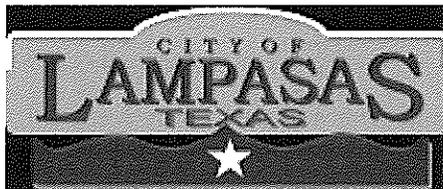
Summary Statement:

The weighted average maturity of City investments is 19 days.

The City's yield to maturity is 1.881

<u>Place of Investment</u>	<u>Investment Amount</u>	<u>% of Portfolio</u>
TexPool / TexPool Prime	\$3,806,876.74	22.71%
TexStar	\$1,774,294.49	10.58%
Bancorp South	\$5,286,928.48	31.54%
Money Market	\$3,889,884.28	23.21%
Frost Bank- Checking	\$ 105,485.10	0.63%
Federal Agency Securities	\$1,899,082.01	11.33%

Recommendation: Motion to approve by consent.



Monthly Investment Report
March 31, 2019





Is it Downhill From Here?

Not necessarily. The debate on US growth however has shifted away from whether the US can hold out against global downward pressures to how long can it hold out absent Fed intervention. The Fed u-turn in December has spooked the markets and created a definite negative narrative.

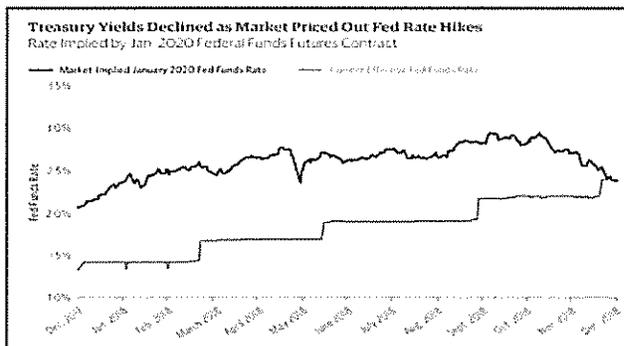
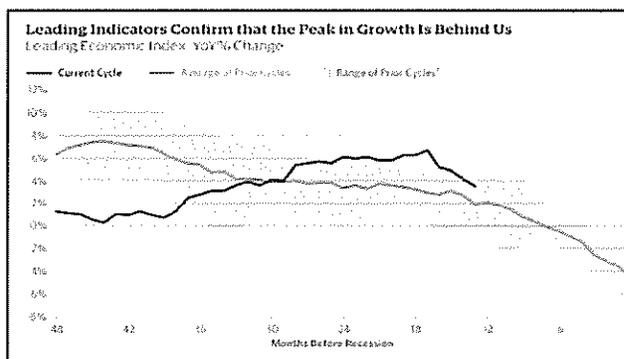
The current global soft-patch is without question. The question is how much it will impact the US. The US has become ground zero for the slowdown debate so every indicator has to be viewed carefully and trends identified as well as contradictions weighed.

The third estimate for Q4 GDP certainly declined pointing to the general southward direction (2.6% to 2.2%) on softer consumer spending, trade and business investment. A smaller trade deficit offset some of the negativity which is positive for net exports. Further, Q1 for 2019 estimates have slumped to 1.7%.

With LEI, the consumer, and housing slowing, clearly the economy is slowing. Housing reversed its previous strong trend which gave folks predicting a recession a pedestal but as rates have fallen purchase and refinance indexes have picked up. The impact of the unseasonably warm winter will have to be later factored in. The consumer meanwhile has slowed spending markedly. The GDP report showed consumers slowing from a 2.8% to 2.2% pace.

The lack of inflation will tend to keep the Fed on hold. Why fight inflation when inflation hasn't come to the fight? PCE inflation is down but CPI is slightly up MOM as owner equivalent rents offset lower energy prices. The core inflation is stable and deflation risks are low so inflation around the Fed's target 2% is a non-issue. A major factor in inflation will always be energy prices and OPEC cuts continue to increase prices as will sanctions in Venezuela and Iran. Although demand is down in Europe it remains strong in Asia and the US keeping the pressure on.

The payroll situation continues to counter the negatives also. Payrolls are still strong although signals are still hazy after the extended shut-down. Major industries like construction, education and retail trade are down but the participation rate is strong which will pressure the increasing wage pressure. Wage pressure in turn pressures the consumer to spend.





Macroeconomics and Geopolitics

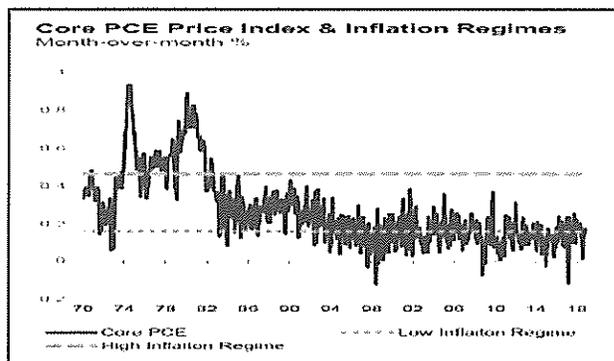
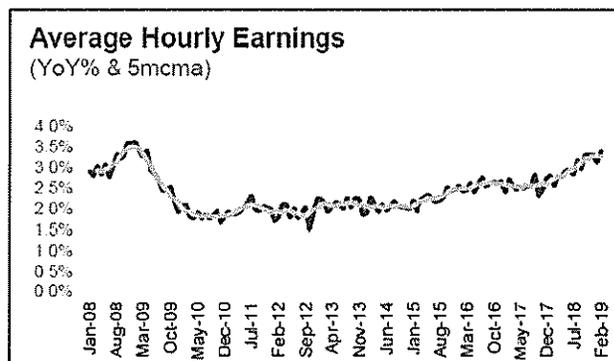
Macroeconomic and geopolitical events on trade, oil prices and concerns on slow global growth overshadowed everything in March and even contributed to a major equity sell-off. Global economics are weak with Europe leading the way down. The weakness paralleling the Brexit news may drive the ECB to introducing another targeted program to encourage bank lending.

In the UK Parliament delivered a third strike to the PM's plan so now either there will be a disastrous no-plan exit, an extension from the EU or a general election. None are good alternatives. The EU has emphatically declined to negotiate so an agreement goes nowhere. The EU cannot afford a Brexit at all and the uncertainty is causing a major risk-off trade but must prepare for a no-plan exist which will exacerbate their slowing economic grind.

In general the flat, patient, tone out of the Fed creates a concern among central bankers that their currencies may strengthen against the US dollar thereby weakening their domestic economies further as their goods become relatively more expensive on the global markets. This concern in turn makes central bankers more dovish than they may desire.

One bright spot is growth comes from China in which massive multi-pronged stimulus packages initiated during the past year have begun to bear fruit and foster some recovery. The Chinese are being pressured not as much from the US as from their own economy to come to the trading table. This month the Chinese state media has cited *concrete progress* on the trade talks. Despite delays as details are worked out the tone remains optimistic that a deal can be reached. That will reduce a great deal of the uncertainty roiling the markets currently.

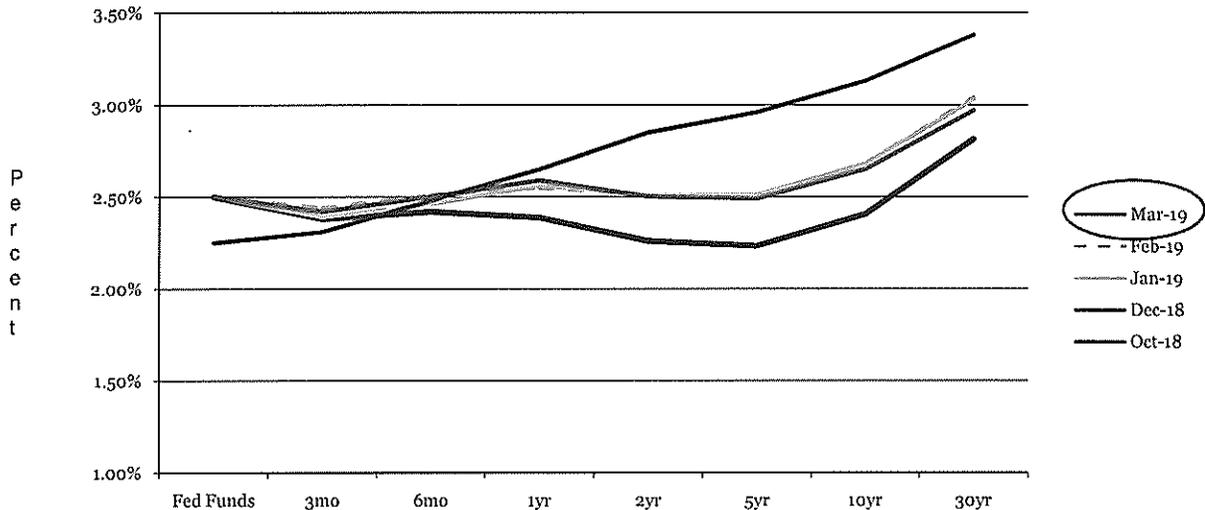
These are the *international cross-currents* and *unresolved government policy issues* the Fed referenced in February. A lack of domestic inflation and rising concerns regarding growth in the U.S. have compounded the FOMC's need for "*patience*," potentially sidelining the Fed indefinitely. Unless things materially improve at home and abroad, the Fed has little, if any, room for additional policy action. And until they have some clear indication of major slowing in growth or a jump in inflation they have no need to move. The numerous, and conflicting, projections of *hikes* or *cuts* in rates for the first half of 2019 will remain only projections with no strong foundation. Along with the Fed we have to wait on the data.





The Flattening Curve

- The growing yield curve inversion intensified in March with a downward sloping curve out to the five year area. Much of the move was narrative driven on trade concerns and Brexit. With the US curve continuing to outperform all other major markets the situation is clearly not a result of weakness in the economy but a move to higher credit quality and comparative rates.
- Talk of rate cuts (especially from a potential Fed appointee) has accelerated the inversion.
- The inversion has so many external pressures that it still does not portend a recession anytime soon
- The key to interpreting the yield curve continues to come from the general slowing of the global economy and the fact that without inflation or stronger growth the Fed will not be able to continue raising rates and may cut rates.
- The (slim) possibility of a cut is the reason we are recommending a slight extension in maturities to lock in rates on a small portion of the portfolios. A cut will immediately reduce pool rates (probably by 0.25%).

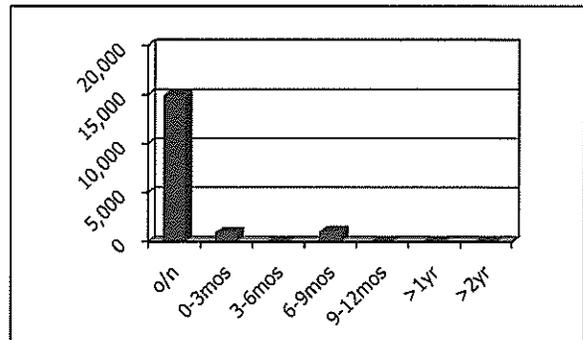
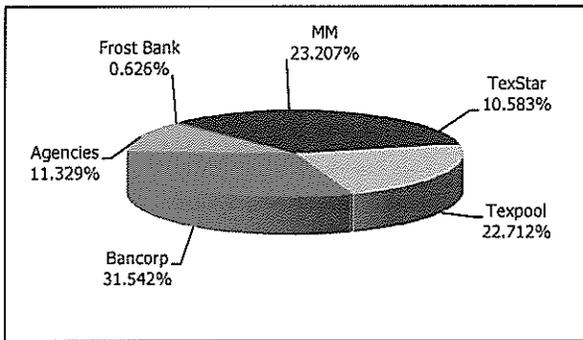


End of Month Rates - Full Yield Curve - Fed Funds to 30yr

Your Portfolio

As of March 31, 2019

- P&A constantly reviews your portfolio for optimal asset allocation and a controlled average maturity because a diversified portfolio can better adjust to volatile market conditions.
- The graphs below show asset allocations by market sector and by maturity. They do reflect our anticipation of a rate increase in 2019 – and possibly two –but not in the first quarter. This slowdown in rate hikes and the potential of decreasing rates indicates the need to extend portfolios. Extending now will lock in yields even though rates may decrease and provides for extra safety.
- The non-cash portion of your portfolio is yielding 2.696%.





City of Lampasas, Texas
 Portfolio Management
 Portfolio Summary
 March 31, 2019

Patterson & Associates
 901 S. MoPac
 Suite 195
 Austin, TX 78746

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 365 Equiv.
Federal Agency Coupon Securities	1,900,000.00	1,898,424.20	1,899,092.01	11.33	302	156	2.696
Bancorp South	5,286,928.48	5,286,928.48	5,286,928.48	31.54	1	1	1.196
Texpool/Texpool Prime	3,806,876.74	3,806,876.74	3,806,876.74	22.71	1	1	2.511
TexStar	1,774,294.49	1,774,294.49	1,774,294.49	10.58	1	1	2.411
Frost Bank	105,485.10	105,485.10	105,485.10	0.63	1	1	0.000
Money Market	3,889,884.28	3,889,884.28	3,889,884.28	23.21	1	1	1.608
Investments	16,763,469.09	16,761,893.29	16,762,551.10	100.00%	35	19	1.881
Cash and Accrued Interest							
Accrued Interest at Purchase		72.92	72.92				
Subtotal		72.92	72.92				
Total Cash and Investments	16,763,469.09	16,761,966.21	16,762,624.02		35	19	1.881

Total Earnings	March 31 Month Ending	Fiscal Year To Date
Current Year	26,037.44	155,448.58

The following reports are submitted in accordance with the Public Funds Investment Act (Texas Gov't Code 2256). The reports also offer supplemental information not required by the Act in order to fully inform the governing body of the City of Lampasas, Texas of the position and activity within the City's portfolio of investment. The reports include a management summary overview, a detailed inventory report for the end of the period a transaction report, as well as graphic representations of the portfolio to provide full disclosure to the governing body.

Yvonne Moreno, Interim Finance Director

Reporting period 03/01/2019-03/31/2019
 Data Updated: SET_LAMP: 04/09/2019 13:07
 Run Date: 04/09/2019 - 13:08

Portfolio LAMP
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**City of Lampasas, Texas
Summary by Type
March 31, 2019
Grouped by Fund**

Patterson & Associates
901 S. MoPac
Suite 195
Austin, TX 78746

Security Type	Number of Investments	Par Value	Book Value	% of Portfolio	Average YTM 365	Average Days to Maturity
Fund: Cash						
Bancorp South	3	4,351,138.99	4,351,138.99	25.96	1.194	1
Money Market	5	3,889,884.28	3,889,884.28	23.21	1.608	1
Federal Agency Coupon Securities	2	1,900,000.00	1,899,082.01	11.33	2.695	156
Texpool/Texpool Prime	1	1,741,640.31	1,741,640.31	10.39	2.416	1
Subtotal	11	11,882,663.58	11,881,745.59	70.89	1.749	26
Fund: Cert. of Obligation 2018						
Texpool/Texpool Prime	1	2,065,236.43	2,065,236.43	12.32	2.591	1
Subtotal	1	2,065,236.43	2,065,236.43	12.32	2.591	1
Fund: Electric						
Bancorp South	1	360,657.42	360,657.42	2.15	1.194	1
Frost Bank	1	105,485.10	105,485.10	0.63	0.000	1
TexStar	1	1,774,294.49	1,774,294.49	10.58	2.411	1
Subtotal	3	2,240,437.01	2,240,437.01	13.36	2.102	1
Fund: LEDC						
Bancorp South	2	295,484.96	295,484.96	1.76	1.194	1
Subtotal	2	295,484.96	295,484.96	1.76	1.194	1
Fund: Seizures						
Bancorp South	2	21,939.20	21,939.20	0.13	0.741	1
Subtotal	2	21,939.20	21,939.20	0.13	0.741	1
Fund: Trust						
Bancorp South	2	73,093.27	73,093.27	0.44	1.444	1
Subtotal	2	73,093.27	73,093.27	0.44	1.444	1
Fund: Water						

City of Lampasas, Texas
 Summary by Type
 March 31, 2019
 Grouped by Fund

Security Type	Number of Investments	Par Value	Book Value	% of Portfolio	Average YTM 365	Average Days to Maturity
Fund: Water						
Bancorp South	1	184,614.64	184,614.64	1.10	1.194	1
Subtotal	1	184,614.64	184,614.64	1.10	1.194	1
Total and Average	22	16,763,469.09	16,762,551.10	100.00	1.681	19



City of Lampasas, Texas
 Fund CASH - Cash
 Investments by Fund
 March 31, 2019

Patterson & Associates
 901 S. MoPac
 Suite 195
 Austin, TX 78746

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Per Value	Market Value	Current Rate	YTM 360	YTM 385	Maturity Date	Days To Maturity
Federal Agency Coupon Securities											
3130AFDA2	10053	FHLB Note	11/06/2018	999,082.01	1,000,000.00	1,001,198.00	2.625	2.744	2.782	11/05/2019	218
3136G3TD7	10052	FNMA Call Note	11/06/2018	900,000.00	900,000.00	897,226.20	1.200	2.564	2.600	06/28/2019	98
Subtotal and Average				1,899,082.01	1,900,000.00	1,898,424.20		2.658	2.698		156
Bancorp South											
0474	10004	Bancorp South	09/01/2014	4,337,089.98	4,337,089.98	4,337,089.98	1.194	1.177	1.194		1
3213	10006	Bancorp South	09/01/2014	554.43	554.43	554.43	1.194	1.177	1.194		1
4187	10007	Bancorp South	09/01/2014	13,494.58	13,494.58	13,494.58	1.194	1.177	1.194		1
Subtotal and Average				4,351,138.99	4,351,138.99	4,351,138.99		1.178	1.194		1
Texpool/Texpool Prime											
14103	10000	Texpool	09/01/2014	1,741,640.31	1,741,640.31	1,741,640.31	2.416	2.383	2.416		1
Subtotal and Average				1,741,640.31	1,741,640.31	1,741,640.31		2.383	2.416		1
Money Market											
5001632	10023	Austin Capital Bank MM	01/29/2015	249,656.22	249,656.22	249,656.22	1.000	0.986	1.000		1
XXXX579	10026	Business Bank of TX ICS	04/02/2015	3,103,254.31	3,103,254.31	3,103,254.31	1.650	1.627	1.650		1
XXXX561	10029	Business Bank of TX ICS	06/01/2015	536,971.75	536,971.75	536,971.75	1.650	1.627	1.650		1
4001579	10027	Business Bk Ultimate Bus M/M	05/01/2015	1.00	1.00	1.00					1
4001561	10030	Business Bk Ultimate Bus M/M	06/30/2015	1.00	1.00	1.00					1
Subtotal and Average				3,889,884.28	3,889,884.28	3,889,884.28		1.598	1.608		1
Total Investments and Average				11,881,745.59	11,882,683.58	11,881,087.78		1.725	1.749		25

**Fund CERTS16 - Cert. of Obligation 2016
Investments by Fund
March 31, 2019**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Texpool/Texpool Prime										
14103A	10041	Texpool Prime	11/08/2016	2,065,236.43	2,065,236.43	2,065,236.43	2.591	2.555	2.590	1
Subtotal and Average				2,065,236.43	2,065,236.43	2,065,236.43		2.555	2.591	1
Total Investments and Average				2,065,236.43	2,065,236.43	2,065,236.43		2.555	2.591	1

**Fund ELEC - Electric
Investments by Fund
March 31, 2019**

Page 3

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 385	Maturity Days To Date Maturity
Bancorp South										
0672	10005	Bancorp South	09/01/2014	360,657.42	360,657.42	360,657.42	1.194	1.177	1.194	1
Subtotal and Average				360,657.42	360,657.42	360,657.42		1.178	1.194	1
TexStar										
17390	10001	TexStar	09/01/2014	1,774,294.49	1,774,294.49	1,774,294.49	2.411	2.378	2.411	1
Subtotal and Average				1,774,294.49	1,774,294.49	1,774,294.49		2.378	2.411	1
Frost Bank										
1732110	10022	Frost Bank Public Checking	01/20/2015	105,485.10	105,485.10	105,485.10				1
Subtotal and Average				105,485.10	105,485.10	105,485.10		0.000	0.000	1
Total Investments and Average				2,240,437.01	2,240,437.01	2,240,437.01		2.073	2.102	1

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Fund LEDC - LEDC
Investments by Fund
March 31, 2019

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Bancorp South										
1092	10002	Bancorp South	09/01/2014	287,199.08	287,199.08	287,199.08	1.194	1.177	1.194	1
2363	10003	Bancorp South	09/01/2014	8,285.88	8,285.88	8,285.88	1.194	1.177	1.194	1
Subtotal and Average				295,484.96	295,484.96	295,484.96	1.178	1.194	1.194	1
Total Investments and Average				295,484.96	295,484.96	295,484.96	1.178	1.194	1.194	1

**Fund SEIZ - Seizures
Investments by Fund
March 31, 2019**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 385	Maturity Days To Date Maturity
Bancorp South										
0763	10008	Bancorp South	09/01/2014	12,417.13	12,417.13	12,417.13	1.194	1.177	1.194	1
1999	10009	Bancorp South	09/01/2014	9,522.07	9,522.07	9,522.07	0.150	0.147	0.150	1
Subtotal and Average				21,939.20	21,939.20	21,939.20	0.731	0.741		1
Total Investments and Average				21,939.20	21,939.20	21,939.20	0.731	0.741		1

Fund TRUST - Trust
Investments by Fund
March 31, 2019

Page 6

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Bancorp South										
6349	10010	Bancorp South	09/01/2014	43,316.34	43,316.34	43,316.34	1.444	1.424	1.444	1
6348	10011	Bancorp South	09/01/2014	29,776.93	29,776.93	29,776.93	1.444	1.424	1.444	1
Subtotal and Average				73,093.27	73,093.27	73,093.27	1.424	1.444		1
Total Investments and Average				73,093.27	73,093.27	73,093.27	1.424	1.444		1

Run Date: 04/09/2019 - 13:10

Portfolio LAMP
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Report Ver. 1.3.6.1

**Fund WATER - Water
Investments by Fund
March 31, 2019**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Bancorp South										
1639	10012	Bancorp South	09/01/2014	184,814.64	184,814.64	184,814.64	1.194	1.177	1.194	1
Subtotal and Average				184,814.64	184,814.64	184,814.64		1.178	1.194	1
Total Investments and Average				184,814.64	184,814.64	184,814.64		1.178	1.184	1



**City of Lampasas, Texas
Interest Earnings
Sorted by Fund - Fund
March 1, 2019 - March 31, 2019
Yield on Average Book Value**

Patterson & Associates
901 S. MoPac
Suite 195
Austin, TX 78746

CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Average Book Value	Maturity Date	Current Rate	Annualized Yield	Adjusted Interest Earnings			
										Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings	
Fund: Cash													
3130AFDA2	10053	CASH	FAC	1,000,000.00	998,953.31	999,021.81	11/05/2019	2.625	2.730	2,187.50	128.70	2,316.20	
14103	10000	CASH	RR2	1,741,640.31	1,738,073.31	1,738,418.50		2.416	2.416	3,567.00	0.00	3,567.00	
5001632	10023	CASH	RR5	249,656.22	249,444.36	249,464.86		1.000	1.000	211.86	0.00	211.86	
XXXX579	10026	CASH	RR5	3,103,254.31	3,098,942.73	3,099,359.98		1.650	1.638	4,311.58	0.00	4,311.58	
XXXX561	10029	CASH	RR5	536,971.75	536,225.70	536,297.90		1.650	1.638	746.05	0.00	746.05	
4001561	10030	CASH	RR5	1.00	1.00	1.00				0.00	0.00	0.00	
4001579	10027	CASH	RR5	1.00	1.00	1.00				0.00	0.00	0.00	
0474	10004	CASH	RRP	4,337,089.98	4,627,867.16	4,599,727.43		1.194	1.199	4,683.22	0.00	4,683.22	
3213	10006	CASH	RRP	554.43	553.87	553.92		1.194	1.190	0.56	0.00	0.56	
4187	10007	CASH	RRP	13,484.58	13,079.40	13,450.50		1.194	1.194	13.64	0.00	13.64	
3136G3TD7	10052	CASH	FAC	900,000.00	900,000.00	900,000.00	05/29/2019	1.200	1.177	900.00	0.00	900.00	
			Subtotal	11,882,883.58	12,183,141.84	12,138,298.91				1,825	18,821.41	128.70	18,750.11
Fund: Cert. of Obligation 2016													
14103A	10041	CERTS16	RR2	2,065,236.43	2,235,720.29	2,136,014.82		2.591	2.590	4,698.47	0.00	4,698.47	
			Subtotal	2,065,236.43	2,235,720.29	2,136,014.82				2,590	4,698.47	0.00	4,698.47
Fund: Electric													
17390	10001	ELEC	RR3	1,774,294.49	1,770,668.41	1,771,019.32		2.411	2.411	3,626.08	0.00	3,626.08	
1732110	10022	ELEC	RR4	105,485.10	105,485.10	105,485.10				0.00	0.00	0.00	
0672	10005	ELEC	RRP	360,657.42	359,521.69	360,428.75		1.194	1.194	365.56	0.00	365.56	
			Subtotal	2,240,437.01	2,235,675.20	2,236,933.17				2,101	3,991.64	0.00	3,991.64
Fund: LEDC													
1092	10002	LEDC	RRP	287,199.08	364,909.69	294,895.59		1.194	1.194	299.09	0.00	299.09	
2363	10003	LEDC	RRP	8,285.88	8,277.48	8,278.29		1.194	1.195	8.40	0.00	8.40	
			Subtotal	295,484.96	373,187.17	303,173.88				1,194	307.49	0.00	307.49

City of Lampasas, Texas
Interest Earnings
March 1, 2019 - March 31, 2019

CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Average Book Value	Maturity Date	Current Rate	Annualized Yield	Adjusted Interest Earnings		
										Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings
Fund: Seizures												
1999	10009	SEIZ	RRP	9,522.07	25.03	2,169.52		0.150	0.022	0.04	0.00	0.04
0763	10008	SEIZ	RRP	12,417.13	15,047.72	13,695.29		1.194	1.194	13.89	0.00	13.89
Subtotal				21,039.20	15,072.75	15,864.81			1.034	13.93	0.00	13.93
Fund: Trust												
6349	10010	TRUST	RRP	43,316.34	43,263.27	43,266.41		1.444	1.444	53.07	0.00	53.07
6348	10011	TRUST	RRP	29,776.93	29,740.45	29,743.98		1.444	1.444	36.48	0.00	36.48
Subtotal				73,093.27	73,003.72	73,012.39			1.444	89.55	0.00	89.55
Fund: Water												
1639	10012	WATER	RRP	184,614.64	182,493.39	183,632.06		1.194	1.194	186.25	0.00	186.25
Subtotal				184,614.64	182,493.39	183,632.06			1.194	186.25	0.00	186.25
Total				18,763,469.09	17,278,294.38	17,084,928.04			1.794	25,908.74	128.70	26,037.44

PATTERSON & ASSOCIATES



INVESTMENT PROFESSIONALS

**City of Lampasas, Texas
Amortization Schedule
March 1, 2019 - March 31, 2019
Sorted By Fund - Fund**

Patterson & Associates
901 S. MoPac
Suite 195
Austin, TX 78746

Investment #	Maturity Date	Beginning Par Value				Amounts Amortized				
Issuer	Fund	Amort. Date	Current Rate	Purchase Principal	Original Premium or Discount	Ending Book Value	As of 03/31/2019	Amount Amortized This Period	Amt Amortized Through 03/31/2019	Amount Unamortized Through 03/31/2019
Cash										
10053	CASH	11/05/2019	1,000,000.00	998,460.00	-1,540.00	999,082.01	493.31	128.70	622.01	-917.99
FHLB Note			2.525				-1,046.69			
10052	CASH	06/28/2019	900,000.00	891,990.00	-8,010.00	900,000.00	8,010.00	0.00	8,010.00	0.00
FNMA Call Note		12/28/2018	1.200				0.00			
			Subtotal	1,890,450.00	-9,550.00	1,899,082.01	8,503.31	128.70	8,632.01	-917.99
			Total	1,890,450.00	-9,550.00	1,899,082.01	8,503.31	128.70	8,632.01	-917.99
							-1,046.69			

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Report Ver. 7.3.6.1

PATTERSON & ASSOCIATES



INVESTMENT PROFESSIONALS

City of Lampasas, Texas
Projected Cashflow Report
 Sorted by Monthly
 For the Period April 1, 2019 - October 31, 2019

Patterson & Associates
 901 S. MoPac
 Suite 195
 Austin, TX 78746

Projected Trans. Date	Investment #	Fund	Security ID	Transaction Type	Issuer	Par Value	Original Cost	Principal	Interest	Total
May 2019										
05/05/2019	10053	CASH	3130AFDA2	Interest	FHLB Note	0.00	0.00	0.00	13,125.00	13,125.00
Total for May 2019						0.00	0.00	0.00	13,125.00	13,125.00
June 2019										
06/28/2019	10052	CASH	3136G3TD7	Maturity	FNMA Call Note	900,000.00	891,990.00	900,000.00	5,400.00	905,400.00
Total for June 2019						900,000.00	891,990.00	900,000.00	5,400.00	905,400.00
GRAND TOTALS:						900,000.00	891,990.00	900,000.00	18,525.00	918,525.00

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 Report Ver. 7.3.6.1


City Manager

ITEM NO. 3.2

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

Subject:

Discussion and possible action regarding the second reading of an Ordinance amending Chapter 50 (Offenses) of the Code of Ordinances to provide a new article III; to establish Child Safety Zones within the City's Corporate Limits; making it unlawful for persons required to register on the Texas Department of Public Safety's Sex Offender Database to reside within 1,000 feet of property where children assemble or meet; making it unlawful to provide residential housing to certain predatory sex offenders in prohibited areas; providing for affirmative defenses to violations; providing a severability clause; providing for penalties; and providing for publication and an effective date subsequent thereto.

Requested By: Sammy Bailey, Chief of Police

Submitted By: Sammy Bailey, Chief of Police

Date Submitted: April 3, 2019

For the Agenda of: April 22, 2019

Procurement and Funding Statement:

N/A

Attachments: Draft Ordinance

Summary Statement:

This is the second reading of an Ordinance

Recommendation:

To consider a motion to approve the second reading of an Ordinance amending Chapter 50 (Offenses) of the Code of Ordinances to provide a new article III; to establish Child Safety Zones within the City's Corporate Limits; making it unlawful for persons required to register on the Texas Department of Public Safety's Sex Offender Database to reside within 1,000 feet of property where children assemble or meet; making it unlawful to provide residential housing to certain predatory sex offenders in prohibited areas; providing for affirmative defenses to violations; providing a severability clause; providing for penalties; and providing for publication and an effective date subsequent thereto.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LAMPASAS, TEXAS, AMENDING CHAPTER 50, OF THE CODE OF ORDINANCES ADDING A NEW ARTICLE III TO ESTABLISH CHILD SAFETY ZONES WITHIN THE CITY'S CORPORATE LIMITS; MAKING IT UNLAWFUL FOR PERSONS REQUIRED TO REGISTER ON THE TEXAS DEPARTMENT OF PUBLIC SAFETY'S SEX OFFENDER DATABASE TO RESIDE WITHIN 1,000 FEET OF PROPERTY WHERE CHILDREN ASSEMBLE OR MEET; MAKING IT UNLAWFUL TO PROVIDE RESIDENTIAL HOUSING TO CERTAIN PREDATORY SEX OFFENDERS IN PROHIBITED AREAS; PROVIDING FOR AFFIRMATIVE DEFENSES TO VIOLATIONS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PENALTIES; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE SUBSEQUENT THERETO

WHEREAS, the City of Lampasas, Texas (herein the "City") is a home-rule municipality authorized by the State of Texas and empowered by its Charter to enact regulations, in the form of local ordinances, to ensure and protect the health, safety and general welfare of the citizens and residents of Lampasas; and

WHEREAS, the Lampasas City Council is deeply concerned about the numerous and recent documented occurrences in our State and elsewhere in which registered sex offenders, who have been convicted of sexual offenses involving children, have been released from incarceration and/or custody, only to repeat the heinous and unlawful acts for which they had been originally convicted in the communities in which they settle; and

WHEREAS, the Lampasas City Council has reviewed evidence and statistical reports that have revealed to it that the reported recidivism rate for released sexual offenders, is alarmingly high, and especially so, for those who commit their crimes against children; and

WHEREAS, the Council is aware and pleased, in general, that the City is welcoming to and becoming an increasingly attractive place for parents with young children to live, educate and raise their families; and

WHEREAS, due to a child's innate vulnerability, the City Council feels compelled to take a protective role by adopting regulations that are designed to attempt to better protect the City's children from convicted and registered sexual predators; and

WHEREAS, the Lampasas City Council finds that establishing an ordinance to carefully identify, control and regulate the real properties that are available for residential use, vis-à-vis their proximity to areas frequented by children who meet, gather, or assemble in

certain areas of the community, such as parks and schools, by identifying those areas used by children as ‘safety zones” for children and restricting the presence of those individuals who are required to register on the Texas Department of Public Safety’s Sex Offender Data base (the “Database”), because they have been convicted of past sexual crimes involving a child therefrom, will provide better protection for the City’s children and their families; ; and

WHEREAS, the City Council of the City of Lampasas intends and has determined that the residency restrictions set forth in this ordinance, will help limit the contact between the convicted sexual predators who are registered in the State’s Database as having offended against children of the City of Lampasas, thereby reducing the temptation to reoffend and, in turn, reducing opportunities for recidivism; and

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

PART 1: Chapter 50 of the Code of Ordinances of the City of Lampasas, Texas is hereby amended to add a new Article III, to be entitled “Regulation of Sex Offender Residency”, as follows:

Article III. Regulation of Sex Offender Residency

Section 50-50 Findings and Purpose

The Lampasas City Council finds that recidivistic sexual crimes against children poses serious grounds for concern and a need for the City to exercise a protective role toward children in the community, by enacting regulations related to same. Further, the City has found that some convicted and previously incarcerated sex offenders, will repeat their crimes in the communities in which they reside.

The Purpose of this ordinance is to serve the City’s compelling interest to promote, protect, and improve the health, safety and welfare of all its citizens, including the children and families who choose to reside in the corporate limits of the City. By creating designated child safety zones, which are area identified as those in which children regularly congregate in numbers for their activities, the City seeks to enhance the safety of our children by prohibiting certain sex offenders and sexual predators from establishing temporary and/or permanent housing and residences in those areas.

Section 50-51 Definitions

The following words, terms, and phrases, when used in this Article III, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning.

Permanent Residence shall mean a place where a person houses, lodges, dwells or resides for fourteen (14) or more consecutive days.

Temporary Residence shall mean a place where a person houses, lodges, dwells or resides for a period of fourteen (14) or more days, in the aggregate during any calendar year, and which is not the person's permanent address, or a place where a person routinely houses, resides, dwells or lodges for a period of four (4) or more consecutive or nonconsecutive days, in any month, and which is not the person's permanent residence.

Recurring Visitor as provided by Chapter 62.059, shall mean a person who, on at least three (3) occasions during any month, spends more than 48 consecutive hours in the city.

Registered Residence shall mean the dwelling place/housing establishment within the city that a person registers or verifies under Texas Code of Criminal Procedure 62.152, as the person's residence, i.e., where a person intends to reside in the city for more than seven (7) consecutive days.

Original Domicile shall mean the permanent residence, which is located within a Child Safety Buffer Zone, that a registered offender owns and resided in at the time of the conviction for the offense, which triggered the requirement to register in the database and to which the offender intends to return after release from incarceration, to continue/re-establish his/her permanent residency.

Sex Offender Registration Program-referred to as the Data Base is the Texas Sex Offender Registration program, detailed in the Texas Code of Criminal Procedure Chapter 62, which requires local law enforcement agencies to gather specific demographic, identifying, and other information from sex offenders located in their communities. Chapter 62 of the Code also requires that the Texas Department of Public Safety (DPS) maintain a sex offender data base, compilation of the registration information submitted by the local agencies.

The majority of the registration information is public and available on the DPS website at <https://records.txdps.state.tx.us/SexOffenderRegistry>.

Child Safety Zone shall mean an area (or zone) identified by the City of Lampasas wherein those individuals who are registered in the Sex Offender Registration Data Base are not allowed to go, pursuant to the City's ordinance. Additionally, registered sex offenders are prohibited by this ordinance from being within a specified distance of the child safety zones, which include premises where children commonly meet, gather and assemble, such as: (1) schools, day-care facilities, playgrounds, public or private youth centers, video arcade facilities, as defined by Texas Health and Safety Code 481.134, 508.224 and the Texas Government Code 508.187 (2) public parks, and (3) privately and publicly owned recreational facilities, including but not limited to parks, pools, playgrounds, community pools, child water play areas, skate parks, skate rinks, public or private buildings for civic or cultural activities for youth, libraries, hike and bike trails that children younger than 17 frequent, or youth athletic fields where an entrance, admission or rental fee is charged.

Registered Sex Offender is an individual who has a reportable conviction or adjudication or who is otherwise required to register as a condition of parole, release to mandatory supervision, or community supervision, as a requirement under Chapter 62 of the Code of Criminal Procedures.

Playground means an outdoor facility that is not on the premises of a public or private school. It is intended for recreation, is open to the public, and contains three (3) or more play stations intended for the recreation of children, such as slides, swing sets, and teeterboards, etc.

Schools and Daycares include the following:

Schools are educational facilities that can be either private or public, and include levels from elementary through secondary school.

Daycares (a/k/a pre-schools and childcare facilities) include facilities that provide licensed to care for seven (7) or more children, which provide care for families and children, for a fee, for less than 24 hours per day.

Video Arcades are facilities that are open to the public, including patronage by persons who are younger than 17 years of age and are intended, generally, for the use of pinball, video machines, etc., which contains at least three pinball or video machines in a pay-for-play type arcade.

Premises means a building or portion of a building and the grounds upon which the building is located, including any public or private driveway, street, sidewalk or walkway, parking lot, or parking garage associated with the building and premises.

Recreational Facility/Youth Center is a building or gymnasium that is intended primarily for use by persons who are younger than 17 years of age, which regularly provides activities that are offered for the enjoyment, amusement, or pleasure of children and are considered to be "fun" and/or include athletic, civic, team and cultural activities.

Public Swimming Pool/Community Pools includes any swimming pool operated for the use of the general public, with or without charge, or for the use of the members and guests of a private club/resort, including any swimming pool located on the grounds of a hotel, motel, inn, an apartment complex, or any residential setting other than single-family home where children younger than 17 years of age gather.

Loiter means idly standing or sitting, whether or not the person is in a vehicle or remaining in or around an area.

Child shall mean a person that is younger than 17 years of age in accordance with Penal Code 22.011 (c) (1)

Section 50-52 Offenses Residency Requirements

(a) It shall be unlawful for any person who is required by law to register with the Texas Department of Public Safety Sexual Offender Data Base to establish a permanent residence or temporary residence within 1000 feet of any *Child Safety Zone* It shall be unlawful for any property owner or renter to let, rent, assign or sub-let any place, structure or part thereof, to a person who is required by law to register with the Texas Department of Public Safety Sexual Offender Data Base, when such place is located within 1000 feet of any Child Safety Zone.).

1. It shall be an affirmative defense to prosecution under this section that the property owner or renter/assignor is able to provide dated written evidence of his/her due diligence performed prior to renting/assigning or sub-leasing the property, that s/he conducted a check with the Texas Department of Public Safety and the Texas Department of Public Safety Sexual Offender Data Base on the tenant/sub-lessee/assignee's criminal history, prior to entering into the lease/sublease/assignment, and

2. The evidence provided by the violator demonstrates that the offender was not listed in the Texas Department of Public Safety Sexual Offender Data Base at the time the property owner/renter/assignee conducted the criminal history check and reviewed the Texas Department of Public Safety Sexual Offender Data Base.

3. A person who violates this section shall be subject to citation and penalty pursuant section 50-58, below.

Section 50-53 Halloween

Any person that is registered with the Texas Department of Public Safety Sexual Offender Data Base involving a victim or an intended victim who was younger than 17 years of age shall not have their exterior light on, shall not display seasonal decorations or sound effects, or otherwise invite, tempt or lure a child, Trick-or-Treaters, or anyone younger than 17 years of age onto or into their Permanent Residence, Temporary Residence, or where they are a Recurring Visitor on October 31 each year, or on the date celebrating Halloween in the city.

Section 50-54 Public Parks

It shall be unlawful for any person to enter a public park if they are required to register with the Texas Department of Public Safety Sexual Offender Data Base because of a violation of law involving a victim or an intended victim who was younger than 17 years of age, if they are currently on probation or parole. Registered sex offenders residing within the corporate limits of the City, who are no longer on probation or parole, who desire to enter/use public parks must submit a written request for permission to do so,

and may not enter public parks within the City, until provided express written permission by the Chief of Police, pursuant to their request, if such is granted. The request and reply will be maintained in the Sex Offenders Registration file.

Election Policing Places in Public Parks: If a recreation/civic facility in a public park is used as a 'polling place' for an election, the registered sex offender may enter the facility for the limited purpose of voting, if he/she is a qualified and registered voter for the election being held.

This limited privilege to enter the park for voting shall extend only to those parts of the park and/or recreation/civic facility that is designated for polling and any registered sex offender found outside of those specified areas shall be considered in violation of this section of this ordinance, and shall be subject to citation and penalties, provided for herein..

Official Public Meetings Held in Public Parks: A registered sex offender who has the right to be present at an official public meeting, convened by a governing body, shall have the limited privilege of entering the public park or recreational/civic facility for such time as is necessary to attend the posted public meeting or function but only on the site identified for the meeting, and not on other surrounding public park property. A registered sex offender shall leave the public park immediately after the meeting is closed. Any form of loitering or lingering shall be a violation of this section of this ordinance punishable by citation and penalty.

The privilege shall only extend to those parks of the public park or recreation/civic facility that are commonplace for meetings of that kind. Any registered sex offender found outside those areas mentioned for the official meeting shall be in violation of this section of this ordinance.

Section 50-55 Loitering

It is unlawful for any person to loiter on a public way or premises within 500 feet of any Child Safety Zone if the person is required by law to register with the Texas Department of Public Safety Sexual Offender Data Base because of a violation of law involving a victim or an intended victim who was younger than 17 years of age.

Section 50-56 Evidentiary

For the purpose of this ordinance and to determine the minimum distance of separation under this Article, the distance shall be measured by following a perpendicular line from the outer property line of the property to the nearest property line of the Child Safety Zone.

- (a) The City of Lampasas Police Department shall maintain a map showing the Child Safety Zones.
- (b) This map is to be reviewed and updated annually for changes, and

- (c) The map shall be made available to the public on the City of Lampasas website.
- (d) In cases of dispute over measured distances, it shall be incumbent upon the person(s) challenging the measurement to prove evidence of measurement contrary to that stated by the City on its official Child Safety Zone Map.

Section 50-57 Affirmative Defenses

Nothing in this ordinance shall be interpreted to modify or reduce (1) Texas Government Code 508.187 Child Safety Zone or Criminal Code of Procedures Chapter 42A (2) or the Texas Department of Criminal Justice Parole Division guidelines established against released offenders who are under supervision.

A person, as described in this Article that is required to register and is registered in the Texas Department of Public Safety Sexual Offender Data Base and residing within 1000 feet of a Child Safety Zone, as specified herein, does not commit a violation of this ordinance if any of the following apply:

- (1) The person established the permanent or temporary residence and has complied with all sex offender registration laws of the State of Texas, prior to the date of the adoption of this Ordinance;
- (2) The person was a child when he/she committed the offense and was not convicted as an adult;
- (3) The person is a minor;
- (4) The premises where the Child Safety Zone is established, as specified herein, within 1000 feet of the person's permanent or temporary residence was opened after the person established the permanent or temporary residence and complied with all sex offender registration laws of the State of Texas; or
- (5) The person proves that the information on the Texas Department of Public Safety Sexual Offender Data Base is incorrect and that, if corrected, this Article would not apply to the person.
- (6) The person was, at the time of violation, subject to Community Services Supervision pursuant to Article 42A of the Texas Code of Criminal Procedure and the court reduced or waived the footage restriction for the Child Safety Zone for (1) specific locations and (2) during specific dates and times.
- (7) The person required to register is required to serve a sentence at a jail, prison, juvenile facility or other correctional institution located within one thousand (1,000) feet of the real property comprising a school, child care facility, child care institution, park or play ground or other places where children regularly congregate.
- (8) The person required to register, claims an Original Domicile as defined by this article and can provide clear and convincing evidence of same and can demonstrate the offender has not established a permanent residence at another location after release from incarceration (not including a court ordered residency in any type of half-way house or probationary housing). If it is shown the person

has established a permanent residence at another location then the affirmative defense no longer applies. A person claiming this affirmative defense under this section shall provide the Chief of Police or designee with any documents or information required to verify the Original Domicile.

Section 50-58 Penalty Provisions

Any violation of this ordinance may be enjoined by a suit filed in the name of the City of Lampasas, Texas in a court of competent jurisdiction, and this remedy shall be in addition to any penal provision in this ordinance or in the Code of Ordinances of the City of Lampasas.

- (1) Any person who shall intentionally, knowingly, recklessly or with criminal negligence violate any provision contained in this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not to exceed \$500.00. Each day of violation shall constitute a separate offense.

Section 50-59 Appeal Process/Exemption Hearing

- (1) A person who is required to register on the Sex Offender Registration Program (referred to herein as the Data Base) due to a violation involving a victim younger than 17 years of age may petition the City Council of Lampasas, in writing, for an appeal/exemption from the requirements in this article.
- (2) The City Council may authorize an exemption from the application of this article to the registered individual when, in its opinion, excessive hardship, not financial in nature, will result to the registered individual from compliance with the ordinance and the registered individual provides the Council with documentation that s/he poses no danger to the children of the community, e.g. provides a satisfactory professional, individualized, recidivist assessment which sufficiently demonstrates to the Council that the exemption sought should be granted, in the case brought. In granting an exemption, the Council shall take into account the probable effect the exemption will have upon the public health, safety and welfare of the children and families of the community.
 - (a) No exemption shall be granted without first having held a public hearing on the exemption petition.
 - (b) No exemption shall be granted unless the City Council makes written findings assessing the following factors:
 - (1) The person lives with his/her family in the only home available and affordable to the family;
 - (2) Compelling medical reason exists for the registered individual to reside in the home with the family ;
 - (3) The number of victims of the appealing registered individual;
 - (4) The diversity of victims;

- (5) The person's relationship to the victims;
- (6) A history of juvenile sex offenses;
- (7) A history of adult sex offenses;
- (8) A history of abuse or neglect;
- (9) A history of long-term separation from parents and/or spouse;
- (10) A history of family violence;
- (11) Past and current Employment status;
- (12) A history of substance abuse problems; and
- (13) Evidence of a chaotic, antisocial and/or criminal lifestyle indicated by their contact with law enforcement history and/or arrest record.

Fact findings of the City Council pertaining to the pertinent issues, together with the specific facts upon which such findings are based, shall be incorporated into the official minutes of the City Council meeting at which such exemption is granted. Exemptions may be granted only when in harmony with the general purpose and intent of this Article, health, safety and general welfare of the citizens, and the children of the city shall be of paramount concern and importance when making a determination on appeals for exemptions.

Section 50-60 Council decisions relating to exemption requests shall be in the sole discretion of the City Council, and are final and non-appealable.

Section 50-61 A registered individual may only a single submit request for an exemption, once within any 12-month period.

PART 2: All ordinances or parts of ordinances in conflict with this Ordinance are hereby amended to the extent of a conflict herewith. In the event of a conflict between another ordinance of the City and this Ordinance, this Ordinance shall control.

PART 3: Severability

If any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications hereof which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

PART 4: Open Meeting

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

PART 5: The Secretary of the City of Lampasas is hereby directed to publish this Ordinance, or its caption and penalty clause, in the official city newspaper, prior to this Ordinance taking effect, in accord with State law.

PART 6: If any provision or part of a provision of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, that holding shall not invalidate or impair the validity, force or effect of any other part or provisions of this ordinance or Code of Ordinances, of the City of Lampasas, Texas.

PART 7: This Ordinance supersedes and repeals all ordinances or parts of ordinances, if any, in conflict herewith, however, such present ordinances shall remain in full force and effect until the effective date of this Ordinance.

PART 8: 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, the ___ Day of _____, 2019.

Passed and Enacted Second Reading on this, the _____ Day of _____, 2019.

ENACTED:

ATTEST:

Misti Talbert, Mayor

Christina Marez, City Secretary

APPROVED AS TO FORM:

Jo-Christy Brown, City Attorney (on Separate Page)

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City Manager

ITEM NO. 3.3

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

Subject:

Discussion and possible action regarding the second reading of an Ordinance amending Ordinance No. 1581 Section 1. to amend the polling location for the General Election to elect the expired terms of the Mayor and Council members Places One, Two and Six for the City Council of the City of Lampasas, Texas, to be held on the 4th day of May, 2019

REQUESTED BY: Christina Marez, City Secretary

SUBMITTED BY: Christina Marez, City Secretary

DATE SUBMITTED: April 17, 2019 FOR THE AGENDA OF: April 22, 2019

Procurement and Funding Statement:

Not applicable

Attachments: Ordinance

Summary Statement:

This is the second reading of an Ordinance

Recommendation:

Motion to approve the second reading of an Ordinance amending Ordinance No. 1581 Section 1. to amend the polling location for the General Election to elect the expired terms of the Mayor and Council members Places One, Two and Six for the City Council of the City of Lampasas, Texas, to be held on the 4th day of May, 2019

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 1581, SECTION 1. TO AMEND THE POLLING LOCATION FOR THE GENERAL ELECTION TO ELECT THE EXPIRED TERMS OF THE MAYOR AND COUNCIL MEMBERS PLACES ONE, TWO, AND SIX FOR THE CITY COUNCIL OF THE CITY OF LAMPASAS, TEXAS TO BE HELD ON THE 4TH DAY OF MAY, 2019

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

WHEREAS, in accordance with the provisions of the law, the City Council hereby orders an election for the Mayor and Council members Places One (1), Two (2) and Six (6) of the City Council of the City of Lampasas, Texas, to be held on Saturday, May 4, 2019, and the following provisions are made thereof:

1. Said election shall be held at the Elections Administrator Office, located at 407 S. Pecan, Suite 102, in Lampasas, Texas and at the *Kempner Fire Department Training Center, located at 315 Pecan Street, Kempner, Texas.*

WHEREAS, this Ordinance shall be effective from and after its passage, and the Elections Administrator is hereby directed and authorized to take such steps as is necessary to accomplish said election.

PASSED AND APPROVED this _____ day of _____, 2019.

Date of 1st reading: _____

Date of 2nd reading: _____

Misti Talbert, Mayor

ATTEST:

Christina Marez, City Secretary

APPROVED AS TO FORM:

Jo-Christy Brown, City Attorney

(Signature of Attorney Provided on Separate Page to be attached)

Christina Marez

From: Mark Bishop (EA) <elections.administrator@co.lampasas.tx.us>
Sent: Monday, March 25, 2019 11:59 AM
To: Christina Marez; 'TISCHLER, BENJIE'; 'Stacy Roberts'
Subject: Election Day Location-Kempner

EXTERNAL email. Exercise caution when opening.

The Election Day Kempner location has been changed to:

Kempner Fire Dept. Training Center
315 Pecan Street
Kempner, TX 76539

Thanks,

Mark Bishop
Elections Administrator
Lampasas County, Texas
512-556-8271 ext 206
ea@co.lampasas.tx.us

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City ManagerITEM NO. 3.4

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

Subject:

Discussion and possible action regarding the second reading of an Ordinance amending Ordinance No. 1582, Exhibit "B", to amend the polling location for the Special Local Option Election on May 4, 2019, for the purpose of submitting to the qualified voters of the City of Lampasas the following issue: Whether or not to permit the legal sale of all alcoholic beverages including mixed beverages in the City of Lampasas

REQUESTED BY: Christina Marez, City Secretary

SUBMITTED BY: Christina Marez, City Secretary

DATE SUBMITTED: April 17, 2019 FOR THE AGENDA OF: April 22, 2019

Procurement and Funding Statement:

Not applicable

Attachments: Ordinance

Summary Statement:

This is the second reading of an Ordinance

Recommendation:

Motion to approve the second reading of an Ordinance amending Ordinance No. 1582, Exhibit "B", to amend the polling location for the Special Local Option Election on May 4, 2019, for the purpose of submitting to the qualified voters of the City of Lampasas the following issue: Whether or not to permit the legal sale of all alcoholic beverages including mixed beverages in the City of Lampasas.

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 1582, EXHIBIT "B", TO AMEND THE POLLING LOCATION FOR THE SPECIAL LOCAL OPTION ELECTION ON MAY 4, 2019, FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED VOTERS OF THE CITY OF LAMPASAS THE FOLLOWING ISSUE: WHETHER OR NOT TO PERMIT THE LEGAL SALE OF ALL ALCOHOLIC BEVERAGES INCLUDING MIXED BEVERAGES IN THE CITY OF LAMPASAS

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

WHEREAS, in accordance with the provisions of the law, the City Council hereby orders an election for the Mayor and Council members Places One (1), Two (2) and Six (6) of the City Council of the City of Lampasas, Texas, to be held on Saturday, May 4, 2019, and the following provisions are made thereof:

EXHIBIT "B"

Location	Address	City/State	
Lampasas County Elections Office	407 S. Pecan, Suite 102	Lampasas, TX 76550	
<i>Kempner Fire Department Training Center</i>	<i>315 Pecan Street</i>	<i>Kempner, TX 76539</i>	

WHEREAS, this Ordinance shall be effective from and after its passage, and the Elections Administrator is hereby directed and authorized to take such steps as is necessary to accomplish said election.

PASSED AND APPROVED this _____ day of _____, 2019.

Date of 1st reading: _____

Date of 2nd reading: _____

Misti Talbert, Mayor

ATTEST:

Christina Marez, City Secretary

APPROVED AS TO FORM:

Jo-Christy Brown, City Attorney

(Signature of Attorney Provided on Separate Page to be attached)

Christina Marez

From: Mark Bishop (EA) <elections.administrator@co.lampasas.tx.us>
Sent: Monday, March 25, 2019 11:59 AM
To: Christina Marez; 'TISCHLER, BENJIE'; 'Stacy Roberts'
Subject: Election Day Location-Kempner

EXTERNAL email: Exercise caution when opening.

The Election Day Kempner location has been changed to:

Kempner Fire Dept. Training Center
315 Pecan Street
Kempner, TX 76539

Thanks,

Mark Bishop
Elections Administrator
Lampasas County, Texas
512-556-8271 ext 206
ea@co.lampasas.tx.us

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Memo

To: Finley deGraffenied, City Manager

From: Van Berry, Golf Course Manager

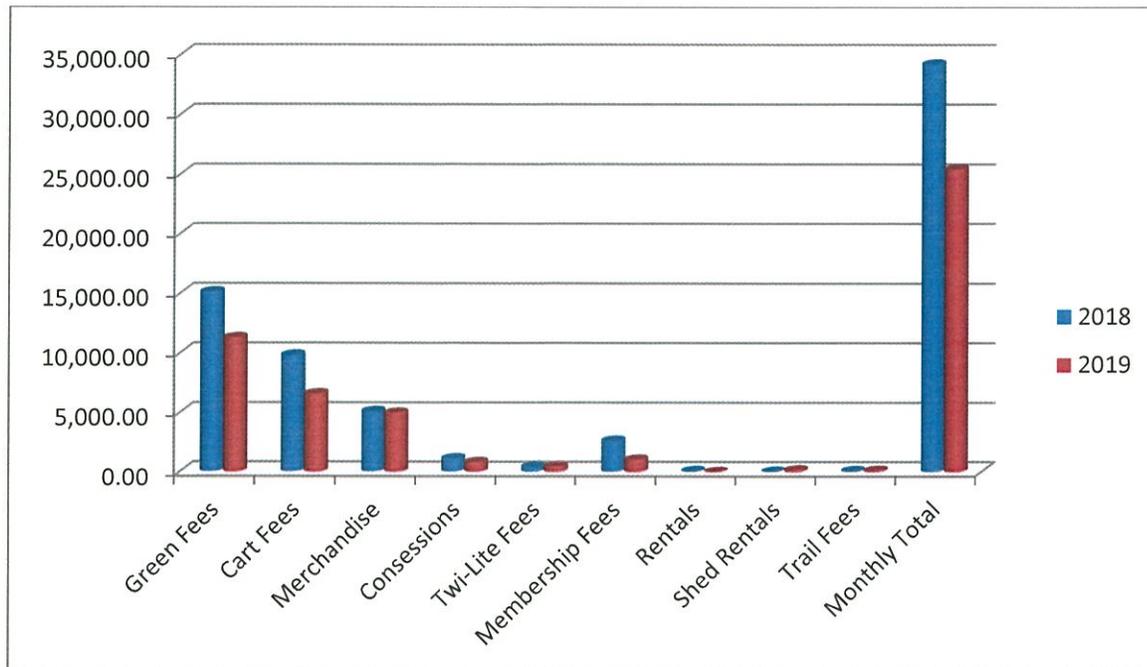
cc: City Council Members

Date: April 15, 2019

Re: Monthly Report, March 2019

- Applied 800 lbs. of Gypsum on the greens.
- Applied 600 lbs. of 0-0-30 (potash) on the greens.
- Applied 300 lbs. of fertilizer on the greens.
- Applied 5,800 lbs. of fertilizer on the fairways and rough.
- Finished our tree trimming for this year. We trimmed numerous trees along the fairways and around some of the greens, by trimming the low limbs it opens up the canopy, allows more sunlight and promotes better growth for the grass. We have done this the past several years and has really helped the grass.
- As you all know we have had some major issues with our pump station. PMT pump services came out and spent 8 hrs. installing the retrofit door panel on the station. So far, everything is working well.
- March Tournaments
 - March 23 – Lampasas Mission 4-Person, 32 golfers.

Hancock Park G.C. March Revenue Comparison 2018 and 2019



- January 1, 2019 through June 30, 2019 Membership

Single Membership – 143

Couples Membership – 37

Family Membership – 1

Cart Shed Rentals – 132

Member Trail Fees - 160

Memo



To: Finley deGraffenried, City Manager, Honorable Mayor and City Council

From: Lewann Turner, Court Clerk

Date: Wednesday, April 17, 2019

Re: Monthly Report March 2019

The mission of the Lampasas Municipal Court is to serve as the Judicial Branch of the City that processes and adjudicates all Class C Misdemeanors occurring within the city's police jurisdiction in a fair, accessible and timely manner.

As reported to the Office of Court Administration, OCA is a state agency in the Judicial Branch that operates under the direction and supervision of the Supreme Court of Texas and the Chief Justice and is governed primarily by Chapter 72 of the Texas Government Code, the Lampasas Municipal Court figures are as follows:

New Cases	214
Convictions	120
Compliance Dismissals	41
Hrs. Community Service Completed	363
Total Dollar Amount CS	\$4,541.20
Waived for Indigency	\$3,009.50
Total Collected	\$56,368.08
Total kept by City	\$41,809.15



CITY SECRETARY DEPARTMENT/ MARCH 2019 MONTHLY REPORT

City Secretary Brief Monthly Overview

- Post Board and Committee meetings' agendas
- Assisted the Accountant(s) with payroll checks and Employee Longevity checks
- Assist, as needed, with the Building & Planning Department
- Attend weekly Director's meetings; attended and took minutes of March 11 & 25 regular Council meetings and March 20 Special Joint meeting with LEDC
- Attended March 7 CIP meeting and March 20 LEDC meeting
- Processed (3) Open Records Requests
- Worked with RCI on finalizing the Records Management/Retention of City records
- HR Department responsibilities

Becky Sims, Assistant City Secretary

- Works with and supports the City Manager, Assistant City Manager, City Secretary, Building Official and Directors on various projects as needed
- Building Department Responsibilities
- Prepared City Council Packets and Planning & Zoning Packets; attended March 11 & 25 Council meetings

Vicki Tower, Adm. Secretary

- Was on Family Medical Leave the entire month of March
- Assist the City Manager, Assistant City Manager, City Secretary, Assistant City Secretary, Building Official and Directors with daily operations
- Cross training in Human Resources
- Monthly Newsletter
- Assist with handling the reservations and rentals of Hancock Park Pavilion and Ruth Eakin Outdoor Theater
- Maintains inspection and registration process for all City vehicles

Ramon Canada, Custodian

- Provided custodial services and minor maintenance to the City Administration Building, Municipal Court, Police Department and City Library.

Personnel - 115 Fulltime positions & 16 Part-time positions; there are presently 6 vacancies: Police Communications Officer; Part-time Custodian, Fire Chief; Park Maintenance Technician, and Light Equipment Operator

To: Finley deGraffenried, City Manager
From: Sammy Bailey, Chief of Police
Date: April 11, 2019
Ref: City Council March 2019 Monthly Report

March 1, 2019 Officer Larry Wilson, answered a disturbance call, a pursuit ensued that ended in Killeen. The lone occupant, a long time Lampasas resident, was arrested for various offenses; to include, evading and unauthorized use of a stolen vehicle.

March 3, 2019, Officer Garrett Bradley completed an attempted burglary of a gun shop report and later stopped a suspicious vehicle at Storm's after hours. His great work caused him to apprehend two suspects that are believed based on evidence to have attempted to make forced entry into a gun shop.

During the month, Sgt. Ryan, CPAAA Paul Miceli and Sgt. Phillips conducted several Active Shooter Survival presentations, Chief Bailey presented several, How to avoid Scam presentations, Asst. Chief Cummings and members of the FBI Robbery Task Force conducted a bank safety presentation, and Joe and Kasey Schwartzer conducted presentations to Kline Whitis Elementary school children about animal safety and rabies prevention.

- We also graduated 13 Citizen Police Academy cadets from the Citizen Police Academy.

Code Enforcement: Sgt. Barrio attended Coordinated Environmental Enforcement training in Gatesville and is scheduled to attend a substandard structures and dilapidated buildings training in April. Sgt. Barrio answered 49 total complaints; 21 weeds/trash, 4 junk vehicles, 2 building complaints, 22 miscellaneous.

Dispatchers Christy Fields and Andrea Terry submitted resignations. Christy is joining the medical field and Andrea is joining the Burnet Sheriff's Office, as this is closer to home for her and less shift work.

- Telephone calls received 5704, 1065 calls for service answered, 199 calls to 911, 0 text to 911, 38 open records request.
- Patrol investigated 26 crashes, 7 being major. To try to determine ways to decrease accidents in our area, we are reviewing locations and causes of crashes.
- Investigations received 35 new felony reports and 123 new misdemeanor cases. They cleared/closed 32 felonies and 102 misdemeanors.
- 164 adult arrest were made, 11 juvenile arrest, 105 warrants were served and we caused an additional 27 to be paid at Municipal Court.
- 218 traffic citations and 605 warnings were issued. Total department contacts is 928, this is a 334 contact increase from last year at this same time.
- For statistical purposes, 7 DWI arrest, 20 marijuana/drug possession charges, 3 juvenile tobacco possessions, 11 field contacts, and 29 public relation events were conducted.

Animal Control answered 142 calls and had 37 impoundments. The Animal Shelter accepted 50 new dogs to the shelter, 35 cats and 3 other animals for the city and county.

CPAAA Volunteer hours 84.50



Finance/Utility Billing & Collection

MEMO

Date: April 18, 2019

To: Finley deGraffenried, City Manager

From: Yvonne Moreno, Finance Director

RE: Monthly Report for March 2019

Finance Department:

- * Preparing departmental spreadsheets for budget.
- * Record Avfuel fuel purchase for Airport.
- * Reviewed all Journal entries.
- * Started process for RFP for bank depository agreement.
- * Worked on EIA-861 Annual Electric Power Industry Report.
- * Accounts Payables processing is on a regular schedule and bills are processed on a weekly basis ensuring that our expenses are stated in a timely manner.
- * All payments for the 2016 CO projects are transferred from TexPool Prime to Bancorp South to cover those invoices. Total paid as of March 31st is \$3,581,267.01. Interest earned for March was \$4,698.47.
- * Sales Tax for March was \$146,028 which is an increase of 7.23% from March of 2018.
- * Reconciled 18 bank accounts
 - Processed 378 Accounts Payable Checks
 - Processed Bi-Weekly Payroll and Longevity Checks

Utility Department:

- The Electric billing for March was 4.22% higher what was billed in March 2018. The Water billing for March 2019 was 0.40% higher than what was billed in March 2018.
- March Statistics for the department:

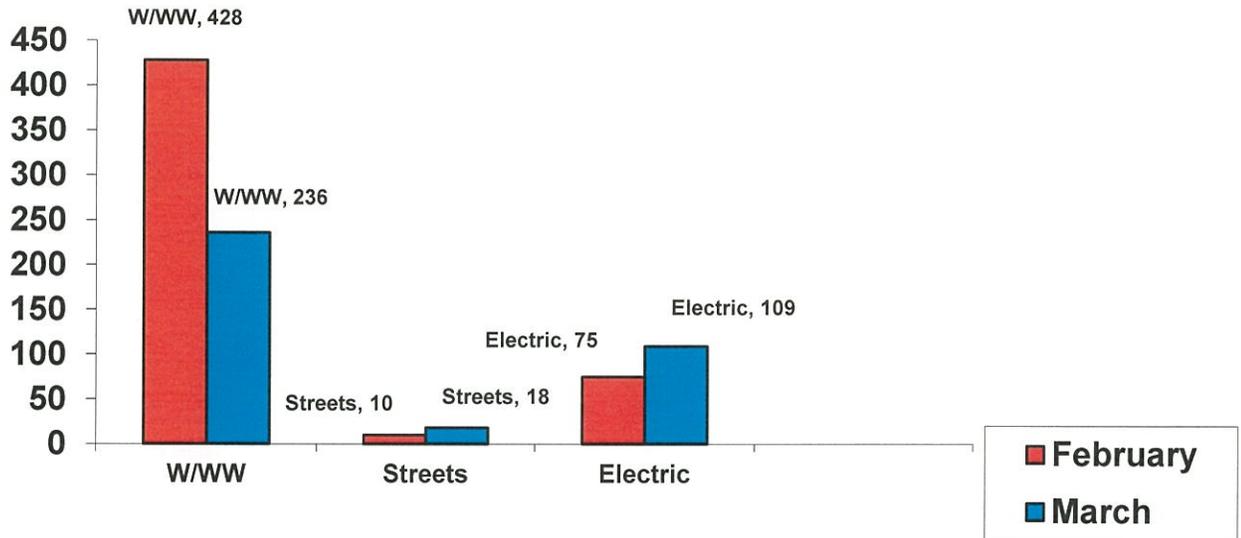
Total Water Customers	3,491
Total Wastewater Customers	2,784
Total Electric Customers	4,713
Residential Garbage Customers	2,687
Connects:	54
Disconnects:	61
Read In/Read Out:	56
Disconnects for Non-Pay:	18 (11 Reconnected)



Public Works

APRIL 2019

Public Works Work Order's
Numbers are actual number of work orders



Work Order Summary:

Received: 363

Completed: 319

Voids: 5

Memo



Electric Department

To: Rickie Roy
From: Flint Geagley
Date: April 4, 2019
Re: March Activities

This month's activities involved:

- Received a total of 109 work orders and completed 78.
- Replaced 3 poles from pole inspection, upgraded, began working 3 poles at 404 north Key for new business and swapped out 7 meters
- Connected: 5 upgrades, 3 new services, 2 temps and removed 2 service for house demo
- Set 6 poles: 3 upgraded pole and 3 from pole inspection
- Overtime: Received 8 callouts – 1 replaced bad service, 1 connect for non-pay, 1 replaced fuse and jumper from foreign interference (balloons), 1 turned on baseball field lights manually (bad oil switch), 1 refused line (trees), 1 tightened light head hanging down, 1 checked on leaning pole and 1 low line (cable)

Activities for the Year 2018 - 2019:

- Pole Inspection replacement: total 389 poles, have replaced 250 poles
- Storage Building: Complete
- New Jail House: Set transformer and connected primary underground (secondary underground service is left) 90% complete
- Stone Valley: Contractors are building roads and installing water and sewer lines
- Burger King: Started upgrading poles in alley to service business



Water/Wastewater Department

312 EAST THIRD STREET
LAMPASAS, TEXAS · 76550-2820
PHONE: (512) 556-6831
FAX: (512) 556/2074
WWW.CITYOFLAMPASAS.COM

To: Rickie Roy Public Works Director
From: Van Sims Water/Wastewater Operations Manager
Date: April 15, 2019
RE: March 2019 W/WW Operations Monthly Report

Summary of Activities:

- **Operation of Wastewater Treatment Plant.**

1. Daily cleaning of treatment units.
2. Daily, weekly, and monthly TCEQ and Windsor compliance sampling.
3. Daily operational tests and observations completed.
4. Maintenance of equipment was performed as scheduled.
5. Ran press- hauled 7 dumpsters.

- **Operation of Water Distribution System**

1. Daily chlorine residuals taken, Bi Weekly Mono-Chlorine, Ammonia, and nitrite test completed
2. Monthly Bac-T samples collected (8) all passed. 8 Boil notice samples; all passed
3. Dead-end lines were flushed.
4. Made 4 new service taps.
5. 7 leaks were reported and repaired.
6. 6 meter change outs

Operation of Wastewater Collection System

1. Performed preventative maintenance at problem locations with Vactor
2. Cleared 5 sewer stoppages.
3. Repaired 3 sewer lines.
4. 2 new service tap.

- Total work orders completed = 236
- 32 – Locate Work Orders
- 21- Customer service calls (no water, low pressure, discolored water, possible leaks)

Water Report-2019						
	Purchased Water	Total Sold	City Unmetered Water Use	Sold & Unmetered Water Use	Water Loss	Unaccounted Water
January	28509000	24534800	651400	25186200	3322800	11.66%
February	32547000	20169300	4460905	24630205	7916795	24.32%
March	35335000	20647400	3000498	23647898	11687102	33.08%
April				0	0	#DIV/0!
May				0	0	#DIV/0!
June				0	0	#DIV/0!
July				0	0	#DIV/0!
August				0	0	#DIV/0!
September				0	0	#DIV/0!
October				0	0	#DIV/0!
November				0	0	#DIV/0!
December				0	0	#DIV/0!
Total	96391000	65351500	8112803	73464303	22926697	23.79%

Memo



Street Department

To: Rickie Roy
From: Carlos Garcia
Date: Wednesday, April 17, 2019
Re: March Monthly

Mr. Roy,

For the month of March 2019 the Streets Department worked on,

- 1) We completed several utility patch repairs.
- 2) We have been tree trimming and clearing line of sight issues.
- 3) We have been running the sweeper as we can.
- 4) We have completed the brush chipping program.
- 5) Street – Total Work Orders = 18, Total Complete = 12, Total Outstanding = 6, Total Void = 1



Cody and jonathan brush chipping in section 2

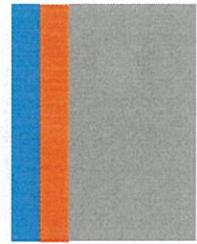
For the month of April, we will continuing routine road and patching repair. The street department will be mowing and weed eating drains and right a ways.

Lampasas Economic Development Corporation

From: Mandy Walsh

Re: Staff Report

Date: April 17, 2019



Downtown Development

The development project for the Santa Fe Depot is continuing forward, but no new updates from the previous month. He does hope to begin construction this summer. Andy Fish will be storing some of this antique cars in the Swain's Hardware building as they transition. We've also had quite a bit of interest recently in the Perks Coffee building. The owner has cleaned up the interior and shown the property numerous times in the past few weeks. Bar 17 is converting to a Mercantile, but I don't have many details as of yet. I will be sure to keep everyone updated as I obtain more information. The Hart House will have new owners, closing on the property the week of 4/15. Staff is continuing discussions regarding downtown concepts with a few of the downtown building owners and developers and will be sure to keep everyone updated as concepts advance. Rutland's and Swain's will still be open for a few more weeks if you haven't had a chance to stop by and thank them for their business. Also, Gillen's Co-Op & Mercantile reports sales doing very well in their new location next door to Eve's.

Key Avenue Development

Mojo Coffee has begun work on their building at 1008 S Key Ave. If you are on social media, I encourage you to follow their Facebook page for updates. Burger King and Silver Creek Assisted Living are both continuing with their plans for development. Burger King hopes to be open by end of the summer (July at the earliest) and Silver Creek hopes to begin construction by May.

Residential Development

I updated in our last meeting regarding the specific residential projects, but wanted to make a note that we are currently looking at around 150 homes being built. Staff was discussing this might be the highest count Lampasas has ever seen for residential development, which speaks volumes on the steady growth we are experiencing. These will be built in phases (not all in one year), however the plans have been submitted, and the number of homes represents a substantial increase from previous years.

Mike Irvin

Staff recently met with Mike Irvin regarding his development at 301 S Hwy 281. We discussed his plans for the former Lampasas Rental & Hardware building that was leased to Oil States. The relationship between Mike and Oil States was very positive; both owner and tenant worked well together and I'm thankful the LEDC was able to create that opportunity for both parties. He has plans to build out this space for retail, and depending on the interest he may build out to accommodate several new businesses, as



opposed to only one. His plans include a south-facing wall that is constructed of glass (tall windows), and rock and awning that will match the storage units he is completing on the same lot. He does have a business owner that has expressed interest, but once he has his plans drawn I'll include on the LEDC website and assist him with retail recruitment. Once I have specs I will share with the Board so you may share with anyone interested in office/retail space.

USDA Grant/Loan Application Judy Langford (grant writer) has begun work on our USDA ReConnect Grant/Loan Application. The most strategic option, in staff/fiber sub-committee/grant writer's opinion is the 50/50 Grant/Loan option. I've drafted the LISD letter of support and received their approval. I will be drafting letters for businesses, hospital, public safety and our Congressman and asking for approval. The deadline has been pushed back until the end of June for now so all letters of support will be due the day before application submittal.

Texas 4000 ATLAS Staff recently met with the Texas 4000 ATLAS Ride team to discuss this year's event, which will begin on June 1st at 8:30 a.m. at Campbell Park. There will be food, vendors and even a kid-friendly ride. This year's event will have the most riders they've ever had (80+) along with their friends and families in town shopping and dining. It's a wonderful event that highlights Lampasas. Come support these riders as they kick off their 70-day journey to Anchorage, AK.

Development Matrix Staff has been asked by Council to create a development matrix that will aid in City efforts to determine cost-sharing strategies, incentives, etc. We are tentatively looking at meeting with Council regarding this matrix by end of week April 15-19. I think this will be helpful in EDC efforts as well. We have several developers and current projects that have asked what type of assistance, if any, the City might offer. We are hoping this matrix will help us keep our process streamlined and prevent lengthy stalls in the development process, as well as determining if, and where, the City might be able to assist. Once completed, I'll be sure to share with the Board.

LCHEC I serve on the Board for LCHEC, and wanted to give everyone the update from our most recent meeting. Dr. Bailey's term as president of the board has expired and I have been elected to serve as president. I will serve in this capacity for the next year and hope to be even more involved in the courses and strategies we're discussing to help increase and strengthen our local workforce.

Hwy 281

Brief update, but TxDOT engineers have approached staff and wish to begin stakeholder meetings in the near future regarding the Hwy 281 expansion. They have proposed widening to (5) lanes within the next 5 years.

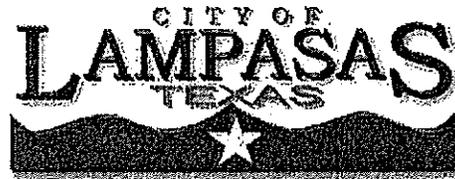
Comprehensive Plan

City Council recently awarded the Comprehensive Plan project to Halfff Associates out of Austin. Staff will begin putting together a committee of stakeholders to assist in this process. Halfff will be working on this plan to shape and revitalize our community, as well as generate economic growth through creative, sustainable planning solutions. Their plan will be a visionary guidance for the future and a clear road map of actions we may readily implement. We will likely include a minimum of (2) EDC board members on our committee to assist in the process as well.

Job Fair

The Job Fair has been set for Friday, June 7th from 10a-1p. I have started online promotions, but will be placing ads in the Killeen Daily Herald, Lampasas Dispatch and other area publications in the coming weeks. The Chamber will be sending out an email and the ISD is promoting as well. We do not have a max limit of businesses this year as I've moved the location to the old Middle School Cafeteria so we will have one big space to set up with rows of tables, as opposed to individual classrooms. I'm currently reaching out to businesses that would like to participate. If you know of someone, please have them contact me.

Memo



Parks and Recreation Dept.

To: Honorable Mayor and City Council Members
CC: Finley DeGraffinried, City Manager
From: Chris Eicher, Director of Parks and Recreation
Date: April 16, 2019
Re: Monthly Report March 2019

Department Activities

(see reports)

Parks

March is one of the busiest months for the parks department in terms of grounds maintenance. It's the time of year when everything starts to "kick off" as weather becomes more conducive for outdoor activities. Trees, shrubs, flowers and grasses are beginning to bloom and add some color to the drab landscape, which means full time mowing and weed eating for our departments. As is typical for this season, we've been mowing non stop, trimming trees, performing lots of pool maintenance, assisting with Chamber events, replacing old pick nick tables, performing equipment maintenance, and cleaning up storm damages when necessary.

Sports Facilities Crew

(see reports)

The sports crew had a busy month as well with general turf management, some irrigation repairs, attend meetings for Riata Roundup, equipment maintenance, building maintenance, aerating and fertilizing, prepping for soccer and football, repairing and repainting bleachers at Turner Complex, and maintaining daily routines to keep the facilities clean and safe for visitors.

Cemetery

(see reports)

**Department: Parks
Monthly Activity Report
MONTH OF MARCH 2019**

I) Regular Personnel Hours Available: 800.00

LESS:

A)	Vacation Leave	38.50
B)	Sick Leave	50.50
C)	Supervision/Training	80.00
D)	Holiday	
E)	Other (?)	

SUB-TOTAL 169.00

PLUS:

A)	Over Time	24.00
B)	Temporary Labor	
C)	Part Time	
D)	Transfer	

SUB-TOTAL 24.00

TOTAL HOURS AVAILABLE FOR THE MONTH: 655.00

II) Department Summary of Work Orders for the Month.

<u>Received</u>	<u>Completed</u>	<u>Outstanding</u>	<u>Void</u>	<u>Hours</u>
		0	0	

III) Department Projects for the Month.

<u>Picnic Table Improvements</u>	16.00	

<u>Other:</u>		
Sub-total Hours on Projects:		16.00

IV) Department Operations and Maintenance for the Month.

<u>Cleaning Parks</u>	144.00	
<u>Airport Maint.</u>	20.00	
<u>Mowing/Weed eating</u>	206.00	
<u>Building and Grounds</u>	126.00	
<u>Equipment/Vehicles/Shop</u>	63.00	
<u>Office/Meetings</u>	80.00	
Sub-total Hours on Projects:		639.00

TOTAL HOURS FOR DEPARTMENT 655.00

V) Department's Proposed Projects for next Month

<u>Hanna Springs Pool Prep</u>	100.00	

Total Estimated Hours on Proposed Projects:		100.00

Department: SPORTS FACILITIES
Monthly Activity Report
MONTH OF MARCH 2019

I)	<u>Regular Personnel Hours Available:</u>		480.00										
	<u>LESS:</u>												
	A) Vacation Leave	24.00											
	B) Sick Leave	16.00											
	C) Supervision/Training												
	D) Holiday												
	E) Other (?)												
	SUB-TOTAL	40.00											
	<u>PLUS:</u>												
	A) Over Time	21.50											
	B) Temporary Labor												
	C) Part Time												
	D) Transfer												
	SUB-TOTAL	21.50											
	TOTAL HOURS AVAILABLE FOR THE MONTH:		461.50										
II)	Department Summary of Work Orders for the Month.												
	<table border="0" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;"><u>Received</u></td> <td style="width: 25%;"><u>Completed</u></td> <td style="width: 25%;"><u>Outstanding</u></td> <td style="width: 25%;"><u>Void</u></td> <td style="width: 20%;"><u>Hours</u></td> </tr> <tr> <td style="border: 1px solid black;"></td> <td style="border: 1px solid black;"></td> <td style="text-align: center; border: 1px solid black;">0</td> <td style="text-align: center; border: 1px solid black;">0</td> <td style="border: 1px solid black;"></td> </tr> </table>	<u>Received</u>	<u>Completed</u>	<u>Outstanding</u>	<u>Void</u>	<u>Hours</u>			0	0			
<u>Received</u>	<u>Completed</u>	<u>Outstanding</u>	<u>Void</u>	<u>Hours</u>									
		0	0										
III)	Department Projects for the Month.												
	<u>Begin Prepping Fields for Baseball/Softball Season</u>	40.00											

	<u>Other:</u>												
	Sub-total Hours on Projects:		40.00										
IV)	Department Operations and Maintenance for the Month.												
	<u>Cleaning Fields</u>	80.00											
	<u>Turf Management</u>	90.00											
	<u>Mowing/Weed eating</u>	90.00											
	<u>Building and Grounds</u>	80.00											
	<u>Equipment/Vehicles/Shop</u>	70.00											
	<u>Office/Meetings</u>	11.50											
	Sub-total Hours on Projects:		421.50										
	TOTAL HOURS FOR DEPARTMENT		461.50										
V)	Department's Proposed Projects for Next Month												
	<u>Aerate Fields at Turner and Gavin Garrett</u>	16.00											
	<u>Spread Fertilizer at Turner and Gavin Garrett</u>	8.00											

	Total Estimated Hours on Proposed Projects:		24.00										

DEPARTMENT: CEMETERY
MONTHLY ACTIVITY REPORT

FOR THE MONTH OF: MAR 2019

Regular Personnel Hours Available:		504
LESS:		
A) Vacation Leave/Personal Day	37	
B) Sick Leave	13.5	
C) Jury Duty	0	
D) Other (holiday/bad weather)	0	
E) Supervision	32	
	SUB-TOTAL 82.5	
PLUS:		
A) Transfer from Parks	0	
B) Seasonal Labor/Temp	0	
C) Other (Community service)	0	
D) Overtime	18	
	SUB-TOTAL 18	
TOTAL HOURS AVAILABLE FOR THE MONTH:		439.5

Department Summary of Work Orders for the Month

Received	Completed	Outstanding	Void	Hours
----------	-----------	-------------	------	-------

Department Projects for the Month

PD cabinet		18.5	
	0	0	
	0	0	
		Sub-total Hours on Special Projects:	18.5

Department Operations and Maintenance for the Month

Mowing & W/E / Funerals		48	
Equip & Veh Maint		19	
Buildings & Grounds		299	
Office Operations		55	
		Sub-total Hours on OM Projects:	421

OTHER

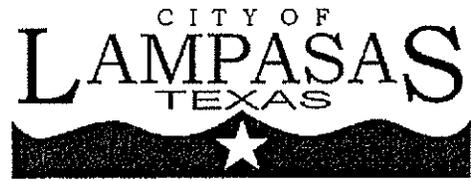
		0	
	0	0	
	0	0	
			0

TOTAL HOURS FOR DEPARTMENT **439.5**

Department's Proposed Projects for next Month

	0
	0
Total Estimated Hours on Proposed Projects:	0

Memo



Oak Hill Cemetery

To: Chris Eicher, Parks & Rec. Director
From: Duane Griffith Cemetery Crew Leader
Date: 4/12/2019
Re: End of the month report March

Interments	7 (3) cremation
Fee's for over site	\$475.00
Sites sold	0
Niche sales	0
Beautification fund	\$132.00
Visitors Assisted	4
Level & Backfill sites	12
Meetings Attended	0
Permits Issued – n/c	1
Permits Issued – chg	0

Memo

To: Finley deGraffenried, City Manager
CC: Gary Cox, Asst. City Manager
From: Monica Wright, Director of Information Systems
Date: Monday, April 1, 2019
Re: March 2019 Monthly Report



Information
Systems

Service Requests:

	March 2018	March 2019	
IT Department	214	157	-57 service requests

Social Media Stats:

	March 2018	March 2019	
Facebook Likes	4,586	5,407	+821 FB page likes
Twitter Followers	281	398	+117 Twitter followers

Website Payments:

	March 2018	March 2019	
City Utility	281 \$80,525.22	365 \$118,656.04	+84 online payments +\$38,130.82
Municipal Court	35 \$8,823.64	46 \$15,006.87	+11 online payments +\$6,183.23

Website Stats:

	March 2018	March 2019	
Page Visits	9,216	11,201	+ 1,985 visits
Page Views	20,899	24,773	+ 3,874 page views
Downloads	2,118	2,452	+334 downloads

A page view is a visit to a page on your website. If the visitor reloads a page, this counts as an additional page view. If the user navigates to a different page and then returns to the original page, this will count as another page view. A visit is defined as a sequence of consecutive page views without a 30-minute break. A visit always contains one or more page views.

FY 2018/2019 Projects:

- Configured/replaced large format plotter/printer/scanner at Old City Hall (completed)
- Configured/replaced WAP (wireless access point) at City Hall (completed)
- Configured/replaced (5) printers (completed)
- Upgraded Library Useful software application (completed)
- Relocated Municipal Court personnel temporarily during OCH renovation (completed)
- Upgraded Incode software application (completed)
- Configured/replaced (3) PD Toughbooks (completed)
- Configured/installed Old City Hall switches (completed)
- Extended fiber to Old City Hall building (completed)
- IT staff renewed CJIS certifications (completed)
- Configure/replace (15) PCs (ongoing)
- Configure/install (3) WAP's (wireless access points) at Old City Hall (April 2019)
- Terminated data on all floors at Old City Hall (completed)
- AVV project at Old City Hall (completed)
- Phone extension project at Old City Hall (completed)
- Configure/install PD server for replication (completed)
- Configure/issue out (2) PD training laptops (completed)
- Configure/install NAS for disaster recovery (completed)
- Assist staff with migration to MyGov permitting software (Spring-Summer 2019)

- Install switch/configure network at new WWW building (*Summer 2019*)
- Off-site backups from City network based locations (*Summer 2019*)

March projects:

- CIP Project list/Meetings
- Configured/issued out replacement PD Toughbooks/docking stations
- Terminated data cables at Old City Hall on Court floor
- AV vendor was onsite to finish AV equipment installation at Old City Hall
- Rebuilt Library Little Tikes PC/installed software
- Renewed WG Live Security Suite license
- Renewed Office 365 Plan 1/online protection license
- Phone vendor was onsite to extend phone system at Old City Hall/terminations
- Received quote for IT Department building improvements
- Assigned static IPs to VRF HVAC system at Old City Hall for remote access
- Assigned static IPs to AV system for remote access
- Phone maintenance agreement signed/sent to vendor
- Configured/replaced/updated Meter Reader PC/software
- Obtained quote/ordered (5) replacement PCs
- Obtained quote for backup firewall/ordered
- Created ticket/AT&T onsite to fix cut phone lines at Old City Hall
- AT&T was onsite to replace modem at Parks building
- Configured WAP's at Old City Hall
- Configured/installed replacement server at Police Department
- Ordered/configured/installed replacement switch at Police Department
- Ordered/configured/installed replacement switch at City Hall
- Assisted Parks Department & Streets Department w/ furniture move at Old City Hall

April Projects:

- Install WAP's at Old City Hall on all floors
- Configure/install backup firewall
- Configure/install (5) replacement PCs
- Order/configure/install cameras for Old City Hall
- Order/configure/install Finance Director replacement printer
- Schedule A/V training at Old City Hall
- Schedule/Badge migration to new server at PD
- Rebuild CH NAS 2
- Renew annual backup software
- Schedule/Badge migration to new server at PD
- Run network cable from switch to the Sign PC at PW Barn
- Attend CIP Meetings/workshop
- Setup Pool employees to take credit card payments
- 2019-2020 Budget
- Obtain quotes for 2019-2020 Budget
- Review ADA compliance reports for both websites
- Configure/install Golf Point of Sale replacement PC/Migration
- Configure offsite replication on the network
- Continue working on MyGov project with staff
- Relocate M.Court personnel/it equipment back to renovated building

Daily/Weekly/Monthly Tasks:

- OS updates on City Hall, Fire Department, and WWW NAS devices

- OS updates to firewalls
- Install Windows updates on City & PD servers & workstations
- Content updates to LEDC Website/Facebook/Twitter
- Content updates to the City Website/Facebook/Twitter
- Reply to website/social media submissions/requests
- Perform routine maintenance on hardware and software
- Backup all workstations/servers/NAS storage devices
- Update virus / spyware definitions and apply security patches to computers/servers
- Order toner needed in each department
- Prepare reports for and attend directors meeting and City Council meeting
- IT monthly report
- LEDC website analytics monthly report
- Continued education of network security threats
- Continued research of applications/software for departments

Future Projects & Goals:

- IT Building – (Current Chambers) (2019-2020)
- Order additional Meter Reader Tablet/Laptop for automated meter reads (2019-2020)
- Research/implement timesheet/time off request software (2019-2020)
- Research/implement digital/paperless software (2019-2020)
- VOIP phone software (2020-2021)
- Point to Point wireless Internet solution for locations not on fiber (2020-2021)
- Install additional data/power drops in PD Patrol Bay (2019-2020)
- Replace PD Watchguard server (2019-2020)
- Implement agenda software/archive software for audio/visual recordings (2019-2020)
- Replace Library Useful server/thin clients (2019-2020)
- Replace Council Ipads (2019-2020)
- Replace PD WG Server (2019-2020)
- Replace City Hall Servers (2019-2020)
- Social Media Retention Software (2019-2020)
- Microsoft Office Exchange Email Archive (2019-2020)

LAMPASAS PUBLIC LIBRARY

MARCH 2019

Circulation	We circulated 5,745 items in March, which is up 10.6% from February (5,195).
Door Count	The March door count (4,734) was up 4.5% from last month (4,530).
Internet Usage	Internet usage (677) was down 5.3% from February (715).
Wifi Usage	We had 261 distinct clients use the public wifi in March, which is up 7.4% from February. There were an average of 20 users per day, down 4.8% from last month.
Text Interactions	We communicated, via text messages, with 112 unique phone numbers in March which is up 6.7% from February (105). We sent/received a total of 674 messages, which is up 28.9% from last month (523).
Wifi Hotspots	We have replaced the old hotspots that had battery issues, with the new ones that the Library Foundation purchased.
Painted Chairs	We will be auctioning off 13 painted chairs this year. A lot of time and money was spent on these chairs, and we appreciate those who shared their talents with us. Funds raised will go toward summer reading expenses.
Library Conference	Shanda and Emily will attend one day (April 16) of the Texas Library Association Annual Conference in Austin. This will be Emily's first time attending the conference.
March Programs	We offered 8 programs in March (compared to 13 in February), which included Story Times, How Pinteresting!, Books & Badgers, Lego Robotics, and Cornelia Key Book Club. A total of 194 people attended the programs in both February and March.
Upcoming Programs	Some of our upcoming April programs include: Story Time (3 rd & 17 th), Books & Badgers (6 th), Painted Chair Fundraiser auction (6 th), National Library Week – "Where in Lampasas is Carmen Sandiego?" Scavenger Hunt (7 th -13 th), "How Pinteresting!" (9 th), Stress Management class (11 th), Boys & Girls Club Poetry Readings & Booksigning (13 th), Lawyer in the Library: Advance Directives (23 rd), Lego Robotics for Adults (25 th), 42 Club (27 th), and Lego Robotics (30 th).

City of Lampasas

M E M O

To: Mayor and City Council
 From: Finley deGraffenried
 Re: Manager's Report
 Date: 18 April 2019

Development Several items to report on related to commercial and residential development activity. Initial utility and site construction has commenced for Burger King and MOJO Coffee. Both Key Avenue projects appear to have aggressive construction schedules and should be operational this summer. Staff has completed plan review for the assisted living facility on south 281, and site work should begin within the next several weeks. Finally, as previously reported to Council, an additional residential plat will be submitted to the Planning Commission in May for the Brodie Estates subdivision located off Brown Street, south of 190. Total residential development in the works now totals approximately 120 homes, with additional interest being expressed in undeveloped land in the southern portion of Lampasas.

Transportation Staff met this week with TxDOT representatives from the District office regarding projects that will, or have the potential to, impact Lampasas. Previously Council was briefed regarding improvements to South 281 to include two lanes north and south, and a center turn lane. Prior to final design, TxDOT will host a small stakeholder meeting to review plans, likely with officials from the City, School District and Chamber. Following that meeting, additional public meetings will be held to seek input from business owners and residents. District staff indicated ROW would need to be assessed, and that additional ROW may need to be obtained. Although the project is a high priority for the District, the precise construction schedule has not been determined.

TxDOT staff also referenced a priority of a newly appointed Commissioner from west Texas to promote development of 281 as a north/south alternative to I-35. Something we've known for a long time. Although funding could be decades away, the Commission may begin to take action to investigate possible routing and upgrades for the highway.

The I-14 corridor has received some press lately primarily in the form of support from the Congressional delegation impacted by the route. Unfortunately, support does not equal funding, but momentum will hopefully push the project forward at least in Louisiana and to various Ports, which is seen as a precursor to development in the west.

Job Fair Mandy reports that the EDC sponsored Job Fair will be held on June 7th from 10:00 a.m. to 1:00 p.m. This year the venue will be moved around the corner to the old middle school cafeteria. The fair typically attracts 22-30 businesses and up to 225 job seekers. Other partners include LCHEC and the Chamber.

Early Voting Just a quick reminder that early voting will begin on Monday April 22nd and conclude on April 30. Polls will be open from 8:00 a.m. to 5:00 p.m. with the exception of April 23rd and April 30th when polls will be open from 7:00 a.m. to 7:00 p.m. Election day is Saturday, May 4th.

Painted Chair As reported previously, the Painted Chair Program at the Lampasas Library has received Statewide recognition. This week staff received printed material for the 2019 event that will be shared at the meeting. This year the program, thanks to 13 decorated and donated chairs, raised over \$1,800.00.

Peeps The Peeps are back, or almost back, at the new W.M. Brooks Park restrooms. The kind folks at Vision are currently painting background shapes and outlines in preparation for the finishing touches. If you have time, swing by and say thanks; it's a great touch for our Park system.

Water Notification Attached is notification from TCEQ regarding their recent Compliance Investigation for the City's public water system. As noted in the correspondence, no violations exist and the City maintains recognition as a Superior Water System. Thanks to our water/wastewater and plant staff for maintaining a quality system.

EDC The Lampasas Economic Development Corporation held a relatively short meeting on Wednesday to discuss several items including submitting and funding an application for the USDA Reconnect program. Additionally, Mandy discussed the decision to wait to engage a consultant to work with the City and Chamber to review economic and community development needs with stakeholders. Staff will likely utilize component modules from the same consultant to engage businesses and community members in the near term. The EDC was also briefed on the upcoming Comprehensive Planning project and encouraged to participate as a critical stakeholder.

Nix Tank In the recent progress report, Jones-Heroy reports that the tank is completely blasted and primed and is now ready for the final coat. The exterior tent will be removed, as the paint will be applied by roller. Gary also reports that lettering height on the tank has been increased from 3 feet to 4 feet based on a recommendation by the contractor.

Jon Niermann, *Chairman*
Emily Lindley, *Commissioner*
Toby Baker, *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

April 3, 2019

The Honorable Misti Talbert
Mayor of Lampasas
312 East 3rd Street
Lampasas, Texas 76550-2820

Re: Compliant Investigation at:
City of Lampasas Public Water Supply, Lampasas County, Texas
Regulated Entity No.: 101409100; PWS ID No.: 1410001

Dear Mayor Talbert:

On March 13, 2019, Mr. Stephen Julian of the Texas Commission on Environmental Quality (TCEQ) Waco Regional Office conducted an investigation of the above-referenced regulated entity to evaluate compliance with applicable requirements for a public water supply. No violations are being alleged as a result of the investigation. At this time, your public water supply continues to merit recognition as a "Superior" system.

The TCEQ appreciates your assistance in this matter and your compliance efforts to ensure protection of the State's environment. If you or members of your staff have any questions regarding these matters, please feel free to contact Mr. Stephen Julian in the Waco Regional Office at (254) 751-0335.

Sincerely,

A handwritten signature in blue ink, appearing to read "R. Monreal".

Richard Monreal
Water Section Manager
Waco Regional Office
Texas Commission on Environmental Quality

RM/SJ/gb

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City ManagerITEM NO. 7.1

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

Subject:

Discussion and possible action regarding Stone Valley Development Agreement.

Requested By: Gary Cox, Assistant City Manager

Submitted By: Gary Cox, Assistant City Manager

Date Submitted: April 18, 2019

For the Agenda of: April 22, 2019

Procurement and Funding Statement:

Any funding required for the terms of the agreement would be allocated through the budget process.

Attachments: Draft Agreement

Summary Statement:

On March 25, 2019, City Council considered a draft development agreement for the Stone Valley Subdivision and agreed to terms of the agreement, which included installation of electrical infrastructure, reimbursement for offsite drainage construction and partial contributions for road improvements for Rice Street. The Council decided not to include a waiver of permit fees for the development. The developer, Deorald Finney was not able to attend the meeting and Council has requested an opportunity to further discuss the agreement.

Recommendation:

Motion to authorize the City Manager to enter into a Chapter 380 economic development agreement regarding the Stone Valley Subdivision and to execute all related documents.

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City Manager

ITEM NO. 7.2

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

Subject:

Discussion and possible action regarding agreement with HALFF Associates, Inc. for Comprehensive Planning Services in the amount of \$120,000.00.

Requested By: Gary Cox, Assistant City Manager

Submitted By: Gary Cox, Assistant City Manager

Date Submitted: April 18, 2019

For the Agenda of: April 22, 2019

Procurement and Funding Statement:

Funding for this project (\$120,000.00) was allocated within the FY 18-19 budget.

Attachments: Professional Services Agreement
Scope of Work

Summary Statement:

On March 25, 2019, Council selected HALFF Associates, Inc. to provide professional services related the development of a Comprehensive Plan. Staff was given direction to define the scope of work and to negotiate a professional services agreement. Staff solicited input from Council at the April 8, 2019 meeting regarding components to be considered for inclusion in the plan. Based upon the feedback, staff provided to direction the HALFF in defining the scope of work, ensuring emphasis was placed on the plan being community driven. HALFF Associates has provided a proposed scope of work, which is consistent with the direction provided with a proposed fee of \$120,000.00.

Recommendation:

Motion to authorize the City Manager to execute a professional services agreement and any related documents with HALFF Associates, Inc. for Comprehensive Planning services.

**AGREEMENT FOR PROFESSIONAL PLANNER / LANDSCAPE ARCHITECTURAL SERVICES ON
A DEFINED SCOPE OF SERVICES BASIS**

This Agreement for Professional Planning and Landscape Architectural Services, hereinafter called "Agreement," is entered into by the City of Lampasas, Texas, a Home Rule City, duly authorized to act by the City Council of said Client, hereinafter called "Client," and Halff Associates, Inc., a Texas corporation, acting through a duly authorized officer, herein called "Planner / Landscape Architect," relative to Planner / Landscape Architect providing professional Planner / Landscape Architectural services to the Client. Client and Planner / Landscape Architect when mentioned collectively shall be referred to as the "Parties".

WITNESSETH:

For the mutual promises and benefits herein described, the Client and Planner / Landscape Architect agree as follows:

I. Term of Agreement. This Agreement shall become effective on the date of its execution by both Parties, and shall continue in effect thereafter until terminated as provided herein.

II. Services to be Performed by Planner / Landscape Architect. Planner / Landscape Architect shall provide to the Client basic Planner / Landscape Architectural services as described in the scope of services attachment and fully incorporated herein as "**Exhibit A**" which services may include, but will not be limited to, those services normally rendered by a Planner / Landscape Architect to a Home Rule City. Planner / Landscape Architect shall perform its obligations under this agreement as an independent contractor and not as an agent or fiduciary of any other party.

III. Compensation - Client agrees to pay monthly invoices or their undisputed portions within 30 days of receipt. Payment later than 30 days shall include interest at 1 percent (1%) per month or lesser maximum enforceable interest rate, from the date the Client received the invoice until the date Planner / Landscape Architect receives payment. Such interest is due and payable when the overdue payment is made.

It is understood and agreed by the Parties that Planner / Landscape Architect's receipt of payment(s) from Client is not contingent upon Client's receipt of payment, funding, reimbursement or any other remuneration from others.

Time-related charges will be billed as specified in this Agreement. Unless stated otherwise in this Agreement, direct expenses, subcontracted services and direct costs will be billed at actual cost plus a service charge of 10 percent. Mileage will be billed at current IRS rates.

IV. Client's Obligations. The Client agrees that it will (i) designate a specific person to act as the Client's representative, (ii) provide Planner / Landscape Architect with any previous studies, reports, data, budget constraints, special Client requirements, or other pertinent information known to the Client, when necessitated by a project, (iii) Client agrees to provide site access, and to provide those services described in the attached Scope of Services assist Planner / Landscape Architect in obtaining access to property necessary for performance of Planner / Landscape Architect's work for the Client, (iv) make prompt payments in response to Planner / Landscape Architect's statements and (v) respond in a timely fashion to requests from Planner / Landscape Architect. Planner / Landscape Architect is entitled to rely upon and use, without independent verification and without liability, all information and services provided by the Client or the Client's representatives.

V. Termination of Work - Either the Client or the Planner / Landscape Architect may terminate this Agreement at any time with or without cause upon giving the other Party ten (10) calendar days' prior written notice. Client agrees that termination of Planner / Landscape Architect for Client's convenience shall only be utilized in good faith, and shall not be utilized if either the purpose or the result of such termination is the performance of all or part of Planner / Landscape Architect's services under this Agreement by Client or by another service provider. Following Planner / Landscape Architect's receipt of such termination notice the Client shall, within ten (10) calendar days of Client's receipt of Planner / Landscape Architect's final invoice, pay the Planner / Landscape Architect for all services rendered and all costs incurred up to the date of Planner / Landscape Architect's receipt of such notice of termination.

VI. Ownership of Documents - Upon Planner / Landscape Architect's completion of services and receipt

of payment in full, Planner / Landscape Architect shall grant to Client a non-exclusive license to possess the final drawings and instruments produced in connection with Planner / Landscape Architect's performance of the work under this Agreement, if any. Said drawings and instruments may be copied, duplicated, reproduced and used by Client for the purpose of constructing, operating and maintaining the improvements. Client agrees that such documents are not intended or represented to be suitable for reuse by Client or others for purposes outside the Scope of Services of this Agreement. Notwithstanding the foregoing, Client understands and agrees that any and all computer programs, GIS applications, proprietary data or processes, and certain other items related to the services performable under this Agreement are and shall remain the sole and exclusive property of Planner / Landscape Architect and may not be used or reused, in any form, by Client without the express written authorization of Planner / Landscape Architect. Client agrees that any reuse by Client, or by those who obtain said information from or through Client, without written verification or adaptation by Planner / Landscape Architect, will be at Client's sole risk and without liability or legal exposure to Planner / Landscape Architect or to Planner / Landscape Architect's employees, agents, representatives, officers, directors, affiliates, shareholders, owners, members, managers, attorneys, subsidiary entities, advisors, subconsultants or independent contractors or associates. Planner / Landscape Architect may reuse all drawings, reports, data and other information developed in performing the services described by this Agreement in Planner / Landscape Architect's other activities.

VII. Notices. Any notices to be given hereunder by either party to the other may be affected either by personal delivery, in writing, or by registered or certified mail.

VII. Sole Parties and Entire Agreement. This Agreement shall not create any rights or benefits to anyone except the Client and Planner / Landscape Architect, and contains the entire agreement between the parties. Oral modifications to this Agreement shall have no force or effect.

IX. Insurance. Planner / Landscape Architect shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement and for a period of three years thereafter, professional liability insurance. The limits of liability shall be \$1,000,000 per claim and in the aggregate. For coverage provided on a claims-made basis, Planner / Landscape Architect agrees to use its best efforts to maintain this policy for a period of four (4) years after the cessation of any work for the Client or shall purchase the extended reporting period or "tail" coverage insurance providing equivalent coverage for the same period of time. Planner / Landscape Architect shall submit to the Client a certificate of insurance prior to commencing any work for the Client.

X. Prompt Performance by Planner / Landscape Architect. All services provided by Planner / Landscape Architect hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of the Planner / Landscape Architectural profession in the State of Texas applicable to such Planner / Landscape Architectural services contemplated by this Agreement.

XI. Client Objection to Personnel. If at any time after entering into this Agreement, the Client has any reasonable objection to any of Planner / Landscape Architect's personnel, or any personnel, professionals and/or consultants retained by Planner / Landscape Architect, Planner / Landscape Architect shall promptly propose substitutes to whom the Client has no reasonable objection, and Planner / Landscape Architect's compensation shall be equitably adjusted to reflect any difference in Planner / Landscape Architect's costs occasioned by such substitution.

XII. Assignment and Delegation. Neither the Client nor Planner / Landscape Architect may assign their rights or delegate their duties without the written consent of the other party. This Agreement is binding on the Client and Planner / Landscape Architect to the fullest extent permitted by law. Nothing herein is to be construed as creating any personal liability on the part of any Client officer, employee or agent.

XIII. Jurisdiction and Venue - This Agreement shall be administered under the substantive laws of the State Texas (and not its conflicts of law principles) which shall be used to govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation, its validity, interpretation, construction, performance and enforcement. Exclusive venue shall lie in Lampasas County, Texas.

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XIV. Integration, Merger and Severability – This Agreement and the Scope of Services, including fee and schedule are fully incorporated herein and represent the entire understanding of Client and Planner / Landscape Architect. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both Parties. This Agreement constitutes, represents and is intended by the Parties to be the complete and final statement and expression of all of the terms and arrangements between the Parties to this Agreement with respect to the matters provided for in this Agreement. This Agreement supersedes any and all prior or contemporaneous agreements, understandings, negotiations, and discussions between the Parties and all such matters are merged into this Agreement. Should any one or more of the provisions contained in this Agreement be determined by a court of competent jurisdiction or by legislative pronouncement to be void, invalid, illegal, or unenforceable in any respect, such voiding, invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be considered as if the entirety of such void, invalid, illegal, or unenforceable provision had never been contained in this Agreement.

XV. Exclusivity of Remedies – The Parties acknowledge and agree that the remedies set forth in this Agreement, including those set forth in Article XIX. Agreed Remedies are and shall remain the Parties' sole and exclusive remedy with respect to any claim arising from, or out of, or related to, the subject matter of this Agreement. The Parties agree that Planner / Landscape Architect is to have no liability or responsibility whatsoever to Client for any claim(s) or loss(es) of any nature, except as set forth in this Agreement. No Party shall be able to avoid the limitations expressly set forth in this Agreement by electing to pursue some other remedy.

XVI. Timeliness of Performance - Planner / Landscape Architect shall perform its professional services with due and reasonable diligence consistent with sound professional practices.

XVII. Dispute Resolution. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to schedule a series of no less than two meetings of senior personnel of Client and Planner / Landscape Architect in which the disagreement or conflict will be discussed. The first of such meetings will be scheduled as soon as possible following identification of such disagreement or conflict and the second meeting must occur within thirty (30) days following the initial meeting. Subsequent meetings, if any may be scheduled upon mutual agreement of the parties. The parties agree that these two meetings are conditions precedent to the institution of legal proceedings unless such meetings will adversely affect the rights of one or more of the parties as such rights relate to statutes of limitation or repose.

XVIII. Signatories. The Client and Planner / Landscape Architect mutually warrant and represent that the representation of each who is executing this Agreement on behalf of the Client or Planner / Landscape Architect, respectively, has full authority to execute this Agreement and bind the entity so represented.

XIX. AGREED REMEDIES - IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH THE CLIENT AND THE PLANNER / LANDSCAPE ARCHITECT, AND ACKNOWLEDGING THAT THE ALLOCATION OF RISKS AND LIMITATIONS OF REMEDIES ARE BUSINESS

UNDERSTANDINGS BETWEEN THE PARTIES AND THESE RISKS AND REMEDIES SHALL APPLY TO ALL POSSIBLE LEGAL THEORIES OF RECOVERY. CLIENT FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR ANY REFERENCE TO INSURANCE OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE PLANNER / LANDSCAPE ARCHITECT AND PLANNER / LANDSCAPE ARCHITECT'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS TO THE CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER THE CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO, THE SERVICES UNDER THIS AGREEMENT FROM ANY CAUSE OR CAUSES OF THE PLANNER / LANDSCAPE ARCHITECT OR THE PLANNER / LANDSCAPE ARCHITECT'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, SHALL NOT EXCEED THE PLANNER / LANDSCAPE ARCHITECT'S FEE FOR THE SERVICES PERFORMED UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS GREATER. INCREASED LIMITS MAY BE NEGOTIATED FOR ADDITIONAL FEE.

Further, it is the intent of the Parties to this Agreement that Planner / Landscape Architect's services under this Agreement shall not subject Planner / Landscape Architect's individual employees, officers or directors to any personal legal exposure for claims and risks associated with the services performed or performable under this Agreement.

XX. WAIVER - Any failure by Planner / Landscape Architect to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Planner / Landscape Architect may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

IN WITNESS WHEREOF, the parties, having read and understood this Agreement, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the ____ day of _____, 20__.

HALFF ASSOCIATES, INC.

CITY OF LAMPASAS, TEXAS

By: _____
Signature

By: _____
Signature

Printed Name

Printed Name

Title

Title

Date

Date

EXHIBIT "A"

SCOPE OF SERVICES, BASIS OF COMPENSATION, & ANTICIPATED SCHEDULE FOR COMPLETION

Lampasas Comprehensive Plan City of Lampasas, Texas

The primary purpose of the planning effort is to prepare the first official community-driven comprehensive plan for the physical development, redevelopment, and future direction of growth within Lampasas's planning area. This process and plan will be critical to the City's continued success in both promoting and managing growth and protecting what makes Lampasas unique. This includes consolidating various reports, studies, public opinion, and plans which will help identify current and future issues, impacts, and how the City should move sustainably forward to achieve the community vision for the future.

The primary deliverable will be a completed Lampasas Comprehensive Plan containing goals, objectives, and actions (including an implementation action plan). The plan will be drafted in phases throughout the planning process; as such, City staff, elected and appointed officials, and citizens are kept informed and able to play an active role in the planning process.

PART 1 – SCOPE OF SERVICES

The planning effort Scope of Services includes the following:

PHASE ONE: PROJECT INITIATION & MANAGEMENT

TASK 1.1 – PROJECT INITIATION COORDINATION & MANAGEMENT

- Halfff will coordinate with City staff via conference call or videoconference to establish key milestones, review previously collected information, discuss needed information, refine the planning process, finalize project goals, establish lines of longer-term communication, discuss the composition of the ad-hoc advisory committee, and to finalize the public engagement strategy.
- Obtain key maps and background data from City staff and other entities, including digital copies of all existing plans, studies, the recently completed analysis, and other information that could influence or have an impact on the outcome of the comprehensive planning process.
- Manage the project to ensure that it proceeds according to the professional services agreement and this scope of services. This includes timely communication with the City, coordination and scheduling of meetings and deliverables, preparing invoices and progress reports, etc.

TASK 1.2 – PRE-PLANNING AND BACKGROUND INFORMATION

- Prepare base maps/GIS files to serve as the foundation of this planning effort.
- Review and analyze previous studies/plans and other documentation that may influence, affect, or impact this planning effort and identify existing recommendations from other sources that may support this planning effort or its post-adoption implementation actions.

Key deliverable: Information will be incorporated into Chapter 1, *Introduction*, and in the existing conditions of other chapters as may be applicable.

Projected time frame: One month.

Role of City staff: Coordinate meetings, assist in collecting background information, establish schedule.

PHASE TWO: EXISTING CONDITIONS & ASSESSMENT

TASK 2.1 – BACKGROUND ANALYSIS

- Review and incorporate baseline demographic and socioeconomic data from the U.S. Census Bureau and other sources as may be necessary and/or applicable.
- Incorporate existing population projections from the City to establish forecasts for population growth in 5-year incremental years through 2040.

TASK 2.2 – EXISTING CONDITIONS INVENTORY AND ANALYSIS

- Identify strengths, weaknesses, key issues, and opportunities.
- Incorporate previously collected information, as applicable.
- Prepare a summary baseline inventory in text, map, and table format of land use and growth management; transportation and mobility; housing and neighborhoods; infrastructure and utilities; community facilities and services; natural resources and environmental constraints; parks, recreation, open space and trails; and community character. The summary overview will be incorporated into a technical appendix and will be used as part of the analysis to help determine appropriate recommendations for moving forward.

Key deliverables: Information will be incorporated into Chapter 2, *Existing Conditions*.

Projected time frame: Three to four months.

Role of City staff: Provide information on existing conditions; coordinate transfer of information or contact with outside entities.

PHASE THREE: PUBLIC ENGAGEMENT

TASK 3.1 – PROJECT KICK-OFF

- *Key Person Interviews.* As part of a two-day public kick-off, Halff will conduct a series of key person interviews with staff, appointed and elected officials, and City administration.
(Visit No. 1)
- *Stakeholder Focus Groups.* As part of the two-day public kick-off, Halff will conduct five 1-hour focus group meetings with key stakeholders. These five small-group listening sessions should be comprised of 10-15 people per meeting and are intended to identify issues and recommendations for the future of Lampasas. Meetings with the following potential stakeholders are suggested, but may be altered based on suggestions by the City's Project Director: (Visit No. 1)

- » Lampasas Economic Development Corporation, Lampasas County Chamber of Commerce, business (non-Downtown)/industry owners; land owners and developers; brokers and realtors;
 - » Mobility, including local and regional transportation officials and bicycle/pedestrian interest groups;
 - » Lampasas homeowner groups/neighborhood associations, advocates, and interest groups; Lampasas Independent School District and Central Texas College (CTC);
 - » Those interested in livability (e.g., concerning parks, recreation, and trails; beautification; civic spaces, tourism, etc.);
 - » Civic, Main Street, downtown land and business owners, and those interested in historic preservation;
 - » Staff and representatives from various elected and appointed boards and commissions should be interspersed throughout each meeting depending on the topic of that particular meeting.
- *Comprehensive Tour of the City.* As part of the two-day public kick-off, Halff requests a driving tour of key areas of Lampasas to get a comprehensive understanding of the City's issues and challenges. (Visit No. 1)
 - *Comprehensive Plan Advisory Committee.* On the second night of the two-day project engagement, Halff will facilitate an in-depth workshop with the Comprehensive Plan Advisory Committee (CPAC). (Visit No. 1)

TASK 3.2 – COMPREHENSIVE PLAN ADVISORY COMMITTEE (CPAC)

- Utilize a broadly-representative Comprehensive Plan Advisory Committee (CPAC) to provide key input and oversight of the development of the Lampasas Comprehensive Plan. The CPAC should be comprised of 10-15 individuals and should include, at minimum, active and forward-thinking members of several of the boards and commissions within the City. The purpose of the CPAC will be to provide a balanced opinion on important City issues, provide comprehensive input on the vision for the future, and respond to draft deliverables and plan chapters.
- Conduct six meetings with the CPAC at key intervals throughout the comprehensive planning process. These will include:
 - » *Kick-off Workshop* - Explain process, conduct visioning and other exercises. (Visit No. 1)
 - » *Open House Public Meeting* - Invited to participate in the open house public meeting. (Visit No. 2)
 - » *Existing Conditions/Early Public Engagement Results* - Overview demographic and socioeconomic trends, issues and opportunities identified during the public kick-off, survey, and open house activities, and vision and strategic directions for moving forward. (Visit No. 3)
 - » *Future Lampasas # 1* - Overview of recommendations for a subset of plan elements. (Visit No. 5)
 - » *Future Lampasas # 2* - Overview of recommendations for remaining subset of plan elements. (Visit No. 6)
 - » *Final plan* - Overview of final plan and prioritization. (Visit No. 6)

- Note that key City staff are intended to attend and participate in the meetings with the CPAC.
- Meetings with City staff may be conducted immediately prior to every CPAC meeting if deemed necessary by City staff or Halff.

TASK 3.3 – CITY COUNCIL / PLANNING AND ZONING COMMISSION MEETINGS

- Halff will meet with the Planning and Zoning Commission and City Council at several key points:
 - » *Stakeholder Focus Groups* - Invite the Planning and Zoning Commission and City Council to participate in the stakeholder focus groups (along with all other boards and commissions). (Visit No. 1)
 - » *Mid-point Briefing* - Facilitate a joint meeting with the Planning and Zoning Commission and City Council for a mid-point briefing. (Visit No. 4)
 - » *Plan Overview and Prioritization* - Facilitate a meeting with the Planning and Zoning Commission, City Council, and CPAC to overview draft plan and do a prioritization exercise. (Visit No. 6)
 - » *Planning and Zoning Commission Public Hearing* - Conduct a public hearing with the Planning and Zoning Commission. (Visit No. 7)
 - » *City Council Consideration of Adoption* – Present the final plan and Planning and Zoning Commission recommendation for approval to the City Council for their consideration of adoption. (Visit No. 8)

TASK 3.4 – OPEN HOUSE PUBLIC MEETING

- Prepare and facilitate an open house public meeting to get citizen input and feedback regarding key issues and concerns for the community, and to help identify the vision for moving forward. (Visit No. 2)

TASK 3.5 – PUBLIC SURVEY AND SOCIAL MEDIA OUTREACH

- Prepare and administer a comprehensive public survey to be conducted early in the planning process. This includes preparing a draft survey and flyer and vetting with City staff. The survey will consist of both an online and hard copy version. The City will be responsible for widely advertising the survey through its normal outreach forms of citizen communication. It is recommended that the City consider offering participation incentive(s), as appropriate, to take the survey.
- Tabulate survey results and incorporate, as appropriate, into the Lampasas Comprehensive Plan update.

Key deliverables: Information developed during this task will be incorporated into Chapter 1, *Introduction*, Chapter 3, *Community Input*, Chapter 4, *Community Vision*, and as part of recommendations found in Chapter 5, *Future Directions*.

Projected time frame: Throughout the process.

Role of City staff: Confirm public engagement strategy. Provide information on key stakeholders and other groups who may provide valuable information to the plan. Schedule, provide locations, and advertise all key public meetings and workshops. RSVP attendees to stakeholder and other meetings. Assist with inputting hard copy survey results into SurveyMonkey[®]. Provide meeting refreshments as necessary.

PHASE FOUR: VISION AND GOALS

TASK 4.1 – VISION STATEMENT & GOALS

- Summarize early public engagement efforts to help develop plan vision and goals.
- Through descriptive text, images, and renderings, develop a vision statement, and goals and objectives to be further expanded upon in the Future Directions chapter of the Comprehensive Plan.

Key deliverables: Information will be incorporated into visioning and recommendation chapters.

Projected time frame: One month.

Role of City staff: Coordinate meetings as set out in Phase 3.

PHASE FIVE: FUTURE LAMPASAS / RECOMMENDATIONS

TASK 5.1– PLAN ELEMENTS

- *Growth and Capacity.* Analyze the City's directions of growth and capacity of existing infrastructure (e.g., population, water, wastewater, and drainage).
- *Future Land Use & Development.* Identify differing areas of character within the City. Use these character areas to establish a Future Land Use Plan. Assess the City's existing housing and neighborhoods (e.g., neighborhood preservation and housing diversity). Identify appropriate housing types based on community input. This element will also include recommendations regarding the quality of development as it relates to the City's zoning, subdivision, and other development related regulations.
- *Mobility.* This involves the preparation of a major thoroughfare plan map, cross-sections, and functional classifications; incorporation of applicable recommendations stemming from planned future regional efforts, and an evaluation and recommendations for the City's sidewalks, pathways, and trails network. It could also include an assessment of potential opportunities for alternative forms of transportation that may be warranted or viable in Lampasas.
- *Community Facilities and Services.* Assess the City's current capacity to serve the public needs. Incorporate recommendations based on future population projections and needs.
- *Community Livability.* Develop and formulate recommendations to augment the appearance of the City through community enhancement, placemaking, etc. Identify strategies to improve the City's downtown, community image and pride.

TASK 5.2 – PREPARE A DRAFT OF THE COMPREHENSIVE PLAN

- *Draft Plan.* Prepare a revised Draft Plan based on feedback from the community and the CPAC.
- *Framework.* The physical framework of the Lampasas Comprehensive Plan will be comprised of two components:

- » *Summary Plan.* Halff will prepare a summary overview of the key components, recommendations, and implementation priorities of the plan (estimated to be approximately 25-50 pages).
- » *Technical Appendix.* Halff will prepare a lightly formatted technical appendix which will include greater details on existing conditions and other materials which support the Summary Plan.

Key deliverable: Information will be incorporated into a Draft Plan, particularly including an update to Chapter 5, *Future Directions*, and Chapter 6, *Plan Implementation*. The entire plan will be consolidated into a Summary Plan and Technical Appendix; however, only the Technical Appendix may reference individual chapter titles.

Projected time frame: Four to five months.

Role of City staff: Provide background and key context information through staff questionnaires and other feedback; review Draft Plan elements and provide feedback.

PHASE SIX: ADOPTION

TASK 6.1 – REVIEW AND PRIORITIZATION

- Using the recommendations from each plan element, draft an implementation action plan that details near-, mid-, and long-term prioritization; type of action; and person, group, or entity responsible for implementation.
- Present the revised Draft Plan and conduct a prioritization exercise at a joint workshop of the City Council, Planning and Zoning Commission, and members of the CPAC. (Visit No. 6)

TASK 6.2 – CONDUCT ADOPTION MEETINGS

- Prepare a Public Hearing Draft of the Comprehensive Plan.
- Conduct a public hearing in front of the Planning and Zoning Commission for final community input on the plan recommendations in the Public Hearing Draft. The Planning and Zoning Commission is intended to provide a recommendation to the City Council on the Public Hearing Draft. (Visit No. 7)
- Conduct a meeting with the City Council to present the Planning and Zoning Commission recommendation and for a consideration of plan adoption. (Visit No. 8)

TASK 6.3 – FINAL PLAN SUBMITTAL

- *Document originals.* Halff will provide a consolidated PDF of the Lampasas Comprehensive Plan for posting on the City's website. Halff will also provide a single full-color, perfect bound copy of the Summary Plan and two copies of the Technical Appendix. Halff will also provide electronic versions of all original files related to the Lampasas Comprehensive Plan and information regarding professional printing of the Summary Plan.
- *Additional copies.* Printing of additional copies will be considered an Additional Service.

Key deliverables: Public Hearing Draft and adopted plan originals. Note that Halff uses the latest versions of Adobe InDesign, Photoshop, and ArcGIS. Originals will be provided in these formats as well as a consolidated and printable Adobe PDF.

Projected time frame: Two to three months, depending on the City's frequency of meetings and adoption process.

Role of City staff: Provide final feedback on the Draft Plan and Public Hearing Draft; coordinate meetings.

PROJECT ASSUMPTIONS

The scope of services for this contract scope has been prepared using the following assumptions as a basis for its preparation:

- The project planning area will encompass the existing Lampasas City limits and the City's statutory extraterritorial jurisdiction (ETJ).
- The City will appoint a contact person [Project Director] to work with Halff to act as an intermediary between City staff, City Council, Planning and Zoning Commission, the CPAC, and other City, county and state government staff persons as required. Halff will take direction from the City's Project Director or City Manager only.
- The City will coordinate facilities, refreshments and advertising for all stakeholder group and public meetings.
- The City will be responsible for advertising for all meetings and announcements. This includes managing the City's webpage established for this planning process as well as any necessary outreach via the City's existing social media channels (e.g., Facebook, Twitter, YouTube, etc.).
- The City will provide information from all previous planning studies and comprehensive plans that may have an effect on the outcome of this planning effort. This information will be provided in digital format when possible and available. If no digital information is available, the City will create a reproduction, wherever possible, that will not have to be returned at the conclusion of the project. This information may include, but not be limited to, existing land-use plans and GIS data; existing transportation and street master thoroughfare plans; existing water or sanitary sewer planning documents; economic and demographic studies; park, trail, and open space plans; or other pertinent planning or policy documents. Prompt compilation and delivery of these documents to Halff is an essential prerequisite for the initiation of work and timely forward progress on individual tasks and deliverables.
- The City will provide Halff with the most recently updated digital base map of the planning area with City limit and extraterritorial jurisdiction (ETJ) lines, school district lines, municipal utility district boundaries, roadway centerlines and rights-of-way (if available), water and sewer facilities; dry utilities; public facilities (including police, fire, hospital, library and other major public facilities); park and open space facilities; sidewalks and trails; rivers, lakes and floodplain information; and other GIS available that may be pertinent to this planning process. These files will be in the form of GIS shapefiles. Halff anticipates that the GIS shapefiles and associated data represent an up-to-date and accurate depiction of the City's existing conditions. In the instance that the City's data is out-of-date, inaccurate, or otherwise not usable for creating base maps, or to perform the identified analyses set out in this scope of work, Halff may request that the City update the data so that it is accurate and usable, or may request an Add Service to undertake the data creation/correction on behalf of the City. Delays in receiving accurate data, or creating new base map data (as may be needed to undertake the requisite tasks set out in this scope of services), may delay overall completion of the project.

- Input and feedback derived from the public engagement process will be assessed and incorporated into the various plan elements rather than compiled as standalone documents.
- Tasks prepared as part of this planning effort may occur concurrently where appropriate, or in some cases may deviate from the sequence shown in this Scope of Services document.

APPROACH TO DELIVERABLES

Halff will provide draft/interim deliverables as prepared for each phase/task of the project. These deliverables will be used for public outreach and input, to facilitate meetings and receive feedback, and to complete the project. All draft/interim deliverables will be provided to the City in an electronic format (e.g., Adobe PDF) for ease of file transfer, reproduction, and distribution.

It is the responsibility of the City's Project Director to coordinate, compile, and forward in a consolidated manner all review comments, feedback, and/or requested/suggested revisions to such draft/interim deliverables. The project budget assumes original drafting of each deliverable and one consolidated revision upon receipt of compiled comments from the City's Project Director. Only minor revisions will be made following adoption of the plan to produce a final plan document. Substantive revisions after adoption may require additional services depending on their nature and the current budget status.

End of Scope of Services



PART 2 – BASIS OF COMPENSATION

Half Associates will provide labor and personnel to perform the Basic Services outlined in Exhibit “A” on a lump sum basis for a not to exceed budget of \$120,000.⁰⁰. Fees for services will be billed on a monthly basis, based on the percentage of work completed. The base scope of work includes:

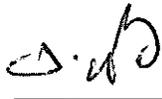
Lampasas Comprehensive Plan	
Base Services	
Phase 1 – Project Initiation & Management	\$4,720
Phase 2 – Existing Conditions & Assessment	\$20,520
Phase 3 - Public Engagement	\$31,540
Phase 4 - Vision & Goals	\$8,480
Phase 5 - Future Lampasas / Recommendations	\$42,640
Phase 6 - Adoption	\$10,600
Budget for all Phases (1 through 6)	\$118,500
Direct Expenses (travel, on-site and other direct expenses)	\$1,500
Estimated Total Project Cost – Base Services	\$120,000



PART 3 – ANTICIPATED SCHEDULE FOR COMPLETION

Schedule for Completion of the Planning Effort – Halff Associates will perform the Basic Services outlined in Exhibit “A” within 12 calendar months from the date of the City’s Notice to Proceed.

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City ManagerITEM NO. 7.3

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

Subject:

Discussion and possible action on a user agreement between the City of Lampasas and the Western Regional Radio System for public safety communications.

Requested By: Gary Cox, Assistant City Manager

Submitted By: Gary Cox, Assistant City Manager

Date Submitted: April 3, 2019

For the Agenda of: April 22, 2019

Procurement and Funding Statement:

N/A

Attachments: User Agreement

Summary Statement:

On March 13, 2017, Council approved the conveyance of an acre+/- of land at the City landfill site to Burnet County for the purposes of installing a radio communications tower. Burnet County is a member of the Western Regional Radio System (WRRS), which is comprised of Burnet, Llano and Blanco Counties and the City of Marble Falls. As part of the agreement to donate the land for the tower, WRRS agreed to allow the City of Lampasas access to communications equipment installed on the tower, which will enhance public safety radio communications. The tower construction has been completed and the communications equipment is in testing phase and will be placed into service in the near future. The Lampasas Fire Department has acquired radio subscriber units, which are capable of utilizing the tower to increase local capabilities as well as improve interoperability with other agencies. To activate these radios to operate with the new tower, a user agreement is needed to formalize the understanding, which was previously agreed. WRRS normally assesses a fee for radios on the system, however because of the tower site dedication Lampasas will not be required to pay these fees. Staff is currently exploring options with vendors to provide for replacement of dispatch consoles and subscriber units for the police department, which would enable them to benefit from the tower and use agreement as well. These needs will be addressed in the upcoming budget process.

Recommendation:

Motion to authorize the City Manager to execute a user agreement with the Western Regional Radio System for public safety radio communications.

WESTERN REGIONAL RADIO SYSTEM

BURNET, BLANCO, LLANO COUNTIES THE CITY OF MARBLE FALLS VHF DIGITAL TRUNKED P-25 RADIO SYSTEM USER AGREEMENT

THIS AGREEMENT is entered into with the **WESTERN REGIONAL RADIO SYSTEM (WRRS)** and its **OPERATIONAL COMMITTEE**, Chief Officer, Office of Emergency Management, 220 South Pierce Street, Burnet, Texas 78611, as authorized by the Operating Agreement for the Western Counties VHF Trunked Radio System dated 10/01/2013.

WHEREAS, WRRS owns and operates a consolidated Tri-County (Burnet, Blanco, and Llano County) VHF Trunked P-25 Western Regional Radio System that provides public safety radio communications ("System"). WRRS is connected to the Master Site of the Greater Austin/Travis County Regional System (GATRRS); and

WHEREAS, the parties to this Agreement, as well as other public safety agencies, public service departments, and certain private entities desire to enter into an agreement governing the use and maintenance of the WRRS System as originally authorized in the Operating Agreement by Blanco County Texas, Burnet County Texas, Llano County Texas and the City of Marble Falls Texas; and

WHEREAS, the WRRS System and its equipment exists for the benefit of all Burnet, Blanco, and Llano County residents in order to coordinate interoperability and to provide for communications between public safety departments and other WRRS users.

NOW, THEREFORE, in consideration of the mutual promises and considerations set forth herein, the parties agree as follows:

1. Definitions

- a. "MAC" (Mutual Aid Channels) – A WRRS Radio Channel Plan consists of multiple Zones with Sixteen (16) Channels per Zone and are identified as MAC programmed on the System to provide interoperability and communications for purposes of routine and emergency mutual aid between Users of the System which are monitored twenty-four (24) hours a day by the Blanco County, Burnet County, Llano County, and City of Marble Falls dispatch centers.
- b. "User" – Any political subdivision or private entity that utilizes the WRRS System to conduct day-to-day, emergency and non-emergency operations.
- c. "MAC User" – Any political subdivision or private entity that utilizes the System's Mutual Aid Channels for the limited purpose of conducting routine mutual aid between Users of the System for emergency and non-emergency operations.

- d. "Public Safety User" – Users/MAC Users that are Law Enforcement, Fire, Emergency Medical Services (EMS), Emergency Management, and other Governmental Agencies.
- e. "Public Service User" – All other public and/or private Users/MAC Users not otherwise identified.
- f. "WRRS" – The Western Regional Radio System is owned and operated as a consolidated Tri-County (Blanco, Burnet, and Llano County) VHF Trunked P-25 System which provided for public safety radio communications ("System").
- g. "Operational Committee" – The Operational Committee is responsible for all day to day decisions and management of the WRRS. The Chief Officer manages and provides administrative/technical direction for the System and oversees the System's planning, management, maintenance and daily operations.
- h. "GATRRS" – Greater Austin/Travis County Regional Radio System.
- i. "Master Site" – The hub of the GATRRS network where trunked radio sites, radio consoles, and system management terminals connect via closed wire line and Internet Protocol (IP) technology.

2. Responsibility for Maintenance of the Communications Equipment

WRRS shall maintain the WRRS System in a good and operable condition. Additionally, WRRS shall make all necessary repairs to its VHF Trunked P-25 radio backbone communications equipment as required for the WRRS System to operate in accordance with the City of Austin GATRRS Agreement and the Motorola Engineering Specifications for the system design. **WRRS MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES EXPRESS OR IMPLIED AS TO THE FITNESS FOR A PARTICULAR PURPOSE OF THE VHF TRUNKED P-25 COMMUNICATIONS EQUIPMENT AND SYSTEM.**

3. User/MAC User Maintenance of Field Equipment

It is the intent of the User/MAC User to incorporate the WRRS System into its communications center; and, the User/MAC User recognizes and agrees that the incorporation of the WRRS System does not require the discontinuation of operations of its existing communications center. User/MAC User is responsible for any and all costs associated with the maintenance, programming, repair or replacement of its field radios, embassy switch hardware/software, microwave, T-1 (if applicable), field/subscriber equipment, communication center equipment, any associated network connections or any devices in the custody of the User/MAC User and all associated non-infrastructure equipment. Said work and maintenance shall be performed by certified technicians at all times to ensure no damage occurs to the WRRS System. In the event User/MAC User fails to adequately maintain or otherwise provide for proper maintenance of its field equipment or if it fails to apply proper maintenance on its equipment connected to the WRRS System where such failure affects the infrastructure resources of other WRRS System users, then within four (4) hours of being notified of such, WRRS

shall have the right to designate a certified technician to make the required repairs to said equipment at User/MAC User's cost. User/MAC User agrees that it shall promptly reimburse WRRS for such costs upon a demand/ presentation of a receipt of invoice for expenses that WRRS incurs when repairing the identified equipment belonging/being used by User/MAC User.

4. Channel Authorization for MAC Users

- a. MAC Users shall follow and abide by the guidelines established under the WRRS Comprehensive Communications Plan; MAC Zone document and guidelines established by WRRS. MAC Users shall not have any personal channels on the system.
- b. In addition to the WRRS APPROVED MAC channels, upon receiving the written consent of a User's Community and by WRRS, a MAC User may program their radio(s) into the primary operating dispatch channel of any "Public Safety" or "Public Service" agency of any User community bordering their corporate boundaries.

5. Term

This Agreement shall become effective on the date on which it has been signed by all parties. This Agreement shall remain in effect thereafter until the first September 30th calendar date after its execution; and, thereafter, be renewed automatically each fiscal year from October 1st to September 30th for additional, consecutive one (1) year terms, unless cancelled written notice is received thirty (30) days prior to the renewal date. Neither the User/MAC User nor WRRS shall have a right to terminate this Agreement during the original term or renewal term, if exercised, except as provided in Paragraph 10 (Termination, Breach or Default).

6. Membership Fees

User/MAC User agrees to pay to WRRS an annual membership fee as set forth in Exhibit "A", attached hereto and incorporated herein by reference. The membership fee shall be applied to the expenses of the WRRS System, including but not limited to, the Radio System management and maintenance of the infrastructure equipment. The membership fee shall not be applied to the cost of maintenance or operation of any field/subscriber equipment, communication center equipment, any associated network connections, any devices in the custody of the User/MAC User or any costs that are the User/MAC User's responsibility as set forth in Paragraph 3 herein. On the anniversary of the User/MAC User having first joined the System membership, fees may increase annually at a percentage not to exceed the Municipal Cost Index (or equivalent benchmark) for the previous year. No annual membership fee will be charged to or paid by the WRRS originating members (Blanco, Burnet, Llano counties and the City of Marble Falls) because of their prior contributions of manpower plus equipment in establishing the WRRS System, and due to the responsibilities of WRRS as set forth in this Agreement.

7. Ownership of System Infrastructure Equipment

Blanco, Burnet, Llano Counties plus the City of Marble Falls own all WRRS System infrastructure equipment for the Western Counties VHF Trunked Radio System. WRRS reserves all rights to decide who shall have access to the system and assignment of zone or channel use.

8. Communications System Operational Committee

The WRRS Operational Committee is responsible for all day to day decisions and management of WRRS. WRRS's Chief Officer manages and provides administrative and technical direction for the WRRS System and oversees the System's planning, management, maintenance and daily operations.

9. Dispute Resolution/Grievance Procedure

In the event that the Chief Officer cannot resolve a problem to the satisfaction of all Users, Users shall have the right to appear before the WRRS Operational Committee to request a resolution. Resolution of an issue requires a majority vote of WRRS Operational Committee membership to become binding. Should the Operational Committee recommend expenditures of public money beyond their approved budget, then those expenditures can only be approved by the Blanco County Texas, Burnet County Texas, Llano County Texas and the City of Marble Falls Texas; County/City's elected officials or legislative bodies.

10. Termination, Breach or Default

a. Termination

- i. This Agreement shall terminate unless renewed for additional terms in accordance with Paragraph 5 (Term) herein.
- ii. If User/MAC User engages in an illegal conduct or causes a potential harmful situation to WRRS and/or the WRRS System, then WRRS may, at its sole discretion, suspend or terminate this Agreement immediately effective as of the date notice is mailed.

b. Default

i. WRRS Default

All User/MAC Users shall have equal access to the WRRS System. However, Public Safety Users shall have priority queuing over Public Service Users and private entities. WRRS's non-compliance shall result in reimbursement of one month's maintenance fees to the affected User/MAC User in the form of a credit on the next month's charges following the month of default.

ii. User/MAC User Default

User's/MAC User's failure to pay the required membership fee, failure to

employees and/or agents. None of the parties in this agreement shall be liable for any negligence or wrongful acts, by omission or commission, chargeable to the other party. The User/Mac User agrees to release and not hold WRRS liable for any liabilities, negligence or expenses arising from or related to this Agreement. This release shall survive the termination of this Agreement.

16. Notice

All Notices shall be sent by U.S. Certified Mail, return receipt requested, postage prepaid to the address of all the other parties as set forth in the first paragraph of this Agreement.

Intending to be legally bound, the parties have signed this Agreement as of the date set forth below:

WRRS Operational Committee

(User) City of Lampasas

By: 

By: _____

Printed Name: Jimmy L. Barho

Printed Name: _____

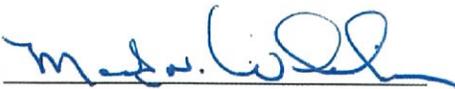
Title: Burnet County & Chief Officer

Title: _____

By: 

Printed Name: Archie Hollingsworth

Title: Burnet County

By: 

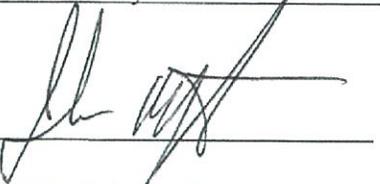
Printed Name: Mark Whitacre

Title: City of Marble Falls

By: 

Printed Name: Chris Liesmann

Title: Blanco County

By: 

Printed Name: John Neff

Title: Llano County

EXHIBIT "A"

Membership Fees Structure

Monthly Cost Per Radio

1. User/MAC User: City of Lampasas \$ 0.00 (NONE)
2. User specific talk groups identified in the VHF Trunked P-25 Western Regional Radio System shall be placed on any community's radios in accordance with all of the terms and conditions contained herein and the execution of a User Agreement.
3. The WRRS Operational Committee will be responsible for the issuance of all GATRRS ID's and assignment of any frequencies on the VHF Trunked P-25 Western Regional Radio System Regional. These frequencies shall remain in the existing license holder's name; however any costs associated with re-licensing shall be the responsibility of the license holder.
4. The WRRS Operational Committee reserves all rights to decide who shall have access to the system and assignment of channel use. All Zones or Channel assignments will follow and abide by the guidelines established under the WRRS Comprehensive Communications Plan.
5. Any and all costs for subscriber radio programming shall be the responsibility of the User/MAC User. Any and all costs for acquiring GATRRS ID programming shall be the responsibility of the WRRS Operational Committee.
6. Any Agency who is already on GATRRS will continue to use their assigned GATRRS ID's and will be authorized to add the specific "WRRS Talk Groups" as authorized in writing by the WRRS Operational Committee. The Agency agrees to provide to WRRS a COMPLETE list of ALL radios programmed with the "WRRS Talk Groups" and include the same information required by GATRRS to add any radio to the system.
7. WRRS forms are included as attachments and are the format required for requesting or reporting "GATRRS Database ID" request, "WRRS Radio Talk Group Plan", and "WRRS Trouble Report". These forms are to be submitted ONLY in Electronic Format to the Operational Committee.



City ManagerITEM NO. 7.4

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

Subject:

Discussion and possible action concerning the approval of a contract with ASJ Construction, LLC for the construction of a W/WW Building.

Requested By: Gary Cox, Assistant City Manager

Submitted By: Gary Cox, Assistant City Manager

Date Submitted: April 16, 2019

For the Agenda of: April 22, 2019

Procurement and Funding Statement:

The procurement process was followed for this project through the solicitation of sealed bids. Funding for proposal is allocated from fund 63 – 2011 & 2016 CO.

Attachments: Contract Document
Contractors revised cost with VE

Summary Statement:

On January 28, 2019, Council received the results of the sealed bids, which were received for the project and accepted the lowest qualified bid in the amount of 1,048,200.00 submitted by ASJ Construction, LLC. Staff received direction from Council to discuss possible savings with ASJ before finalizing the contract. Staff has worked with the architecture and engineering team as well as ASJ to realize a cost savings in the amount of \$24,410.00. A majority of the savings resulted from a change in finishes and fixtures used for plumbing and lighting. Additional savings were from a recommendation for a welded structural building versus a bolt up. The architectural/engineering team reviewed all changes and provided recommendations prior to their acceptance. Based upon the revisions the adjusted maximum contract price for the project is \$1,023,790.00. Upon execution of the contract documents and receipt of the contractor's surety bonds, staff will issue a notice to proceed on the project. The project is contracted for 160-day construction time.

Recommendation:

Motion to approve a contract to ASJ Construction for the construction of a Water/Wastewater Building in the amount of \$1,023,790 and authorize the Mayor to execute related contract documents.



LAMPASAS WASTE WATER PLANT SHOP

DATE: 4/15/2019

PROJECT NAME: LAMPASAS WASTE WATER SHOP

WE HEREBY PROPOSE TO FURNISH LABOR AND MATERIALS COMPLETE IN ACCORDANCE WITH THE DRAWINGS AND SPECIFICATIONS.

BID ITEMS:

1. Base bid:	\$ 935,175.00
2. Alt. #001A	\$ 54,600.00
3. Alt. #001B	\$ 2,175.80
4. Alt. #002A	\$ 11,015.00
5. Alt. #002B	\$ 34,545.00
6. Alt. #003A	\$ 5,345.00
7. Alt. #003B	\$ 5,345.00
Total	\$1,048,200.00

VE items:

1. Counter-tops to laminate	\$ 4,000.00
2. PEMB welded connections	\$ 9,000.00
3. Weld inspection	\$ 450.00
4. Ceramic tile shower	\$ 1,250.00
5. Lithonia lighting package	\$ 2,500.00
6. Change 2.5 ton ceiling to wall mount	\$ 900.00
7. Delete filter boxes	\$ 710.00
8. Run copper with lines set cover	\$ 630.00
9. Change dampers	\$ 270.00
10. Change to vandal resistant water cooler	\$ 300.00
11. Change from Royal to Regal valves	\$ 5,200.00
12. Credit for mixing valve	\$ 100.00
Total Savings	\$ 24,410.00

ASJ Construction, LLC

1204 WEST 3RD LAMPASAS, TX 76550

TEL: 512-734-2185



VE description:

1. The proposed cost savings changes countertop from solid surface to a laminate. It will be a two-piece counter with separate backsplash piece is being proposed in lieu of post formed.
2. The proposed cost savings is to weld in place metal structure as opposed to a pre-fabricated building.
3. Certified weld inspection by third party.
4. Deduct fiberglass shower insert to ceramic tile surround and flooring.
5. Change light fixtures 'B1' and 'B2' to Lithonia E-panel series and light fixture 'U4' to Lithonia 'IBE' series.
6. Change 2.5 ton ceiling mounted cassette mini-split to a wall mounted mini-split with wireless remote on wall.
7. Delete filter boxes on outside air.
8. Run copper on outside of building & install line set cover to match building material. Delete requirement to be encased in concrete.
9. Change opposed blade dampers greenheck MBD-15 to standard balancing dampers and taps, same as shown on M104 detail MDE17.
10. Change specified bottle filler water cooler to vandal resistant Eklay EZH2O.
11. Change specified Royal fixtures VE Regal fixtures.
12. Delete mixing valve per architect and engineer recommendations.

This proposals price and terms:

material and labor in accordance with the above specifications for the sum of \$1,023,790.00

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

SIGNATURE

DATE

Bidding Requirements, Contract Forms & Conditions of the Contract Agreement (Small Projects) Section 00500S

CITY OF LAMPASAS

THE STATE OF TEXAS

COUNTY OF LAMPASAS

§
§
§
§
§

KNOW ALL BY THESE PRESENTS:

THIS AGREEMENT is made and entered into on this _____ day of **April, 2019** by and between the City of Lampasas, Texas, a city with its principal offices located at **312 East Third Street, Lampasas County, Texas, 76550** (hereinafter referred to as "OWNER"), and **ASJ Construction, LLC**, with principal offices located at **1204 West Third Street, Lampasas, Texas 76550**, (hereinafter referred to as "CONTRACTOR").

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

Construction of a Water/Wastewater Shop located at 100 Brown Street, Lampasas, Texas 76550 as specified in plans, drawings, project manual, addendum and proposals prepared on behalf of the City of Lampasas.

together with any and all extra work, as requested and/or required by and approved by OWNER, in the total amount of **\$1,023,790.00 (one million twenty three thousand seven hundred ninety dollars and no cents)**.

CONTRACTOR'S RESPONSIBILITIES

1. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.
2. The CONTRACTOR hereby agrees to commence Work within **ten (10)** calendar days following the date contained in the Notice to Proceed issued by Owner, and Contractor hereby agrees to substantially complete same within **160 (one-hundred sixty)** calendar days after the date contained in the Notice to Proceed. "Substantially complete" is defined as the time that the Work, or designated portions thereof, has progressed to the point such that all parts of the Work under consideration are fully operational and OWNER can fully occupy or utilize the Work, for Owner's intended purpose.
3. CONTRACTOR's failure to perform any term or condition of this AGREEMENT as a result of conditions beyond its control such as, but not limited to, war, strikes, flood, or other action, or the weather/ the elements unforeseeable in the prosecution of the Work ("force majeure") shall not be deemed a breach of this AGREEMENT. However, unless otherwise specified, all loss, damage or suspension of Work arising out of a force majeure shall be sustained and borne by the CONTRACTOR at its own cost and expense.
4. CONTRACTOR and OWNER recognize that time is of the essence of this AGREEMENT and that OWNER will suffer financial loss if the Work is not completed in the specified time frame. OWNER and CONTRACTOR agree to require payment of Stipulated Damages for non-force majeure delays, in the amount of \$ per day. The Stipulated Damages, which is payment for damages, and not a penalty of any type, are intended to compensate the OWNER solely for failure to meet the particular terms of the AGREEMENT and shall not excuse the CONTRACTOR from liability from any other breach of the AGREEMENT.
5. The CONTRACTOR shall comply with all applicable laws and regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection.

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

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

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

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

OWNER'S RESPONSIBILITIES

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

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

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

4. Upon seven (7) calendar days' Written Notice to the CONTRACTOR, the OWNER may, without regard to cause, fault, or breach and without prejudice to any right or remedy of the OWNER, elect to terminate the AGREEMENT for Convenience effective immediately. In such case, OWNER shall pay as the sole amount due to the CONTRACTOR in connection with the PROJECT.

MISCELLANEOUS

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

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

3. **Cumulative Remedies.** The rights and remedies available to the parties are not to be construed in any

way as a limitation of any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations, by special warranty or guarantees or by other provisions of the AGREEMENT, and the provisions of this paragraph will be as effective as if repeated specifically in the AGREEMENT in connection with each particular duty, obligation, right and remedy to which they apply.

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

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

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

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

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

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

EXECUTED on the latest date of the signatories indicated below:

OWNER:

CONTRACTOR:

By: _____

By: _____

Mayor, City of Lampasas

Title

Printed Name: _____

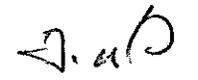
Printed Name: _____

Date Signed: _____, 2019

Date Signed: _____, 2019

ATTEST:

By:
City Secretary, City of Lampasas


City Manager

ITEM NO. 75

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

Subject:

Discussion and request for approval to accept a Lower Colorado River Authority (LCRA) Community Development Partnership Grant funding.

Requested By: Sammy Bailey, Police Chief

Submitted By: Sammy Bailey, Police Chief

Date Submitted: April 9, 2019

For the Agenda of: April 22, 2019

Procurement and Funding Statement:

LCRA Colorado River Authority Community Development Partnership Grant with the award of \$24,000.00 with a fifty percent (50%) match. In-Kind Contributions are counted as the match.

Attachments: Letter of announcement of grant award

Summary Statement:

The Lampasas Police Department (LPD) submitted a grant proposal to LCRA for a Community Development Partnership Grant to clean, repair, seal and paint the exterior and interior of the police department. The grant proposed total project cost of \$48,000.00. A reputable local construction company provided a verbal quote for the project cost. April 8, 2019, LPD received an award announcement that LPD is a recipient of the LCRA Community Development Grant.

Recommendation:

Chief Bailey and the Lampasas Police Department feel honored to have been selected for the LCRA Community Development Partnership Grant and seek your approval of fund acceptance. The fifty percent (50%) match of the total project, allows in-kind contributions to include labor. The Lampasas Police Department, Citizen Police Academy Alumni Association, and various other city departments will provide the in-kind contribution for this grant.



April 5, 2019

Sammy Bailey
Chief of Police
City of Lampasas - Police Department
301 East Fourth Street
Lampasas, TX 76550

Dear Chief Bailey:

The customers, employees and Board of Directors of the Lower Colorado River Authority (LCRA) congratulate you on your Community Development Partnership Program grant in the amount of \$24,000. We are excited about your project and look forward to seeing the resulting benefits in your community.

Your project reflects strong leadership and a commitment to make a real difference in people's lives. LCRA is proud to be a part of these efforts, which fit so well with our mission to enhance the quality of life of the Texans we serve through water stewardship, energy and community service.

We are enclosing two copies of the letter agreement for the review and signature of the appropriate person within your organization. Please return one signed copy of the agreement in the enclosed envelope along with the direct deposit and W-9 forms. We will contact your organization to schedule your grant presentation upon receipt of the agreement and forms. We also are enclosing the final completion report guidelines and form to be completed within one year of funding.

Again, congratulations on your grant award. If you have any questions, please contact me at 512-578-3562 or 800-776-5272, ext. 3562, or Hondo Powell at 512-578-1549 or ext. 1549.

Sincerely,

A handwritten signature in blue ink that reads "Phil Wilson". The signature is written in a cursive style.

Phil Wilson
General Manager


City ManagerITEM NO. 7.6

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

Subject:

Discussion and possible action regarding participation in the Library Park Project to include sidewalk installation; and electric and water stub outs.

Requested By: Lampasas Library Foundation

Submitted By: Finley deGraffenried, City Manager

Date Submitted: April 17, 2019

For the Agenda of: April 22, 2019

Procurement and Funding Statement:

This project will require expenditure of currently unbudgeted funds for removal and installation of sidewalks. Funding options include street department, parks department or 2016 CO Fund

Attachments:

Summary Statement:

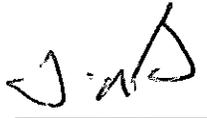
As previously discussed with Council the Library Foundation has undertaken a project to develop outdoor space east of the entrance. The foundation has asked for City assistance in removal of existing sidewalks and installation of new sidewalks and ramps. The City would also take the opportunity at that time to provide utility conduit and/or stub-outs to the developed area.

Recommendation:

Council is asked to consider possible funding mechanisms; and consider a motion to direct staff to seek bids according to the City Purchasing Policy and engage A contractor to perform work as designed.

Lampasas Library Park
Preliminary Cost Estimate
 April 8, 2019

Hardscape					
ITEM	UNIT	QTY.	UNIT COST	TOTAL	REMARKS
Demolition and Haul Off	ALLOW	1	2,500	2,500	
Entry Sign	ALLOW	1	7,500	7,500	
Concrete Walk	SF	307	12	3,684	
Custom Steel Edge	LF	65	115	7,475	18" HT
Limestone Block Edge	LF	168	25	4,200	
Board Form Walls	LF	60	155	9,300	
Lighting	EA	4	1,500	6,000	
Electrical	LS	1	2,500	2,500	
Bench	EA	2	3,000	6,000	Thomas Steele - Carnival
3 Seat Table	EA	10	6,000	60,000	Thomas Steele - Carnival
2 Seat Table	EA	2	5,250	10,500	Thomas Steele - Carnival
Boulders	EA	10	140	1,400	
Nature Play Logs and Seat Logs	ALLOW	1	4,500	4,500	Cedar preferred - will need to replace every 3-5 years
Custom Bronze Statuary	EA	1	22,000	22,000	Statue designed to fit board form wall
Custom Treehouse	ALLOW	1	15,000	15,000	
Custom Geometric Art	ALLOW	1	30,000	30,000	
			hardscape subtotal	192,559	
Softscape					
ITEM	UNIT	QTY.	UNIT COST	TOTAL	REMARKS
Shade Tree	EA	1	650	650	3" caliper
Ornamental Trees	EA	4	350	1,400	3" caliper
Hardwood Mulch	SF	2,790	1	2,790	
Hydromulch	ALLOW	1	1,500	1,500	
Decomposed Granite	SF	1,640	4	6,560	3" Compacted
Shrubs and Ornamental Grass	SF	326	1	326	
Irrigation System	ALLOW	1	7,500	7,500	Tap and meter not included
			softscape subtotal	20,726	
			subtotal	213,285	includes install
			contingency 10%	21,328.5	
			total	234,613.5	



City Manager

ITEM NO. 7.7

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

Subject:

Discussion and acceptance of the FY 2017/2018 Audit Report

Requested By: Finley deGraffenried, City Manager

Submitted By: Finley deGraffenried, City Manager

Date Submitted: April 17, 2019

For the Agenda of: April 22, 2019

Procurement and Funding Statement:

The Audit was procured as a Professional Service an approved by City Council

Attachments:

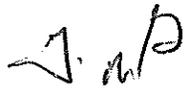
Summary Statement:

The Audit Committee is scheduled to meet on April 22, 2019 to review the FY 2017-2018 Audit. As in previous years, the committee will report to Council under this agenda item and seek a motion to accept or acknowledge the Audit. Council may also take the opportunity to request additional information or clarification.

Recommendation:

After review, consideration of a motion to accept the FY 2017-2018 City of Lampasas Audit

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City Manager

ITEM NO. 7.8

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

Subject:

Discussion and possible action regarding proposal from Langford Community Services for Grant Writing Services for USDA Broadband Grant in an amount not to exceed \$10,000.00.

Requested By: Finley deGraffenried, City Manager
Mandy Walsh, Economic Development Director

Submitted By: Finley deGraffenried, City Manager
Mandy Walsh, Economic Development Director

Date Submitted: April 3, 2019

For the Agenda of: April 22, 2019

Procurement and Funding Statement:

Based on LEDC action on April 17, 2019 to fund ½ of these services; Council is asked to consider cost share for the remaining ½. Cost of grant writing was quoted at \$10,000.00 based on environmental and propagation requirements.

Attachments:

Summary Statement:

Based on direction provided at the joint Council and EDC meeting, Staff reviewed grant guidelines with Langford Community Services and requested the attached proposal. Additional work will be required to determine speed deficiencies, and other providers will be given the opportunity to dispute speeds and offerings. Council may consider option to fund all or part of the proposal.

Recommendation:

To consider a motion to approve proposal for Grant Writing Services from Langford Community Services in an amount not to exceed \$10,000.00



April 16, 2019

Mr. Finley deGraffenried
City Manager
City of Lampasas
312 E. Third St.
Lampasas, Texas 76550

Dear Mr. deGraffenried:

Langford Community Management Services, Inc. (LCMS) appreciates the opportunity to submit this request for a proposal to the City for grant development services under its ReConnect Loan and Grant Program through the United States Department of Agriculture and are providing the following information to support a contract to prepare the application:

SUMMARY OF PROGRAM

In March 2018, Congress provided \$600 million to USDA to expand broadband infrastructure and services in rural America. On December 13, Agriculture Secretary Sonny Perdue announced the rules of the program, called "ReConnect," including how the loans and grants will be awarded to help build broadband infrastructure in rural America.

USDA is making available up to \$200 million in grants, \$200 million in loan and grant combinations, and \$200 million in low-interest loans.

The application deadlines are:

- May 31, 2019, for grants;
- June 21, 2019, for loan/grant combinations; and
- July 12, 2019, for low-interest loans.

As this is a national competition and the City wishes to strategically place themselves in the most competitive position to receive funding, an application for the loan/grant combination will be prepared with the following:

I. DEVELOPMENT/PREPARATION OF APPLICATION:

LCMS will prepare/complete the following:

- ARR Resolution for council review and approval to submit the application.
- Environmental Questionnaire - NHPA Section 106
- Environmental Questionnaire – Project
- Environmental Questionnaire - Site and Route
- Farm or Business Pre-Subscription Form
- Network Design Certification
- Work with City's chosen engineering firm to complete the Engineering Requirements including:
 - A network design
 - A network diagram

- Project costs and buildout timeline
(These requirements must be certified by a professional engineer)
- We will work with the City to demonstrate that 90% of the households do not have sufficient access to broadband.

The Project costs and buildout timeline must meet the following:

- Project costs are provided via the Capital Investment Workbook (CIW), a detailed list of costs associated with the project. The CIW must include the following network design or project financing components:
 - Proposed funded service areas (PFSA)
 - Non-funded service areas (NFSA)
 - Unadvanced prior loan funds (UPLF)
 - The applicant must input information for the service areas and common network facilities for the three categories listed:
 - Project asset category
 - Project asset type
 - Description
 - Quantity
 - Measure unit
 - Associate project asset cost per unit
 - Cost projections will be needed for each of the assets input as part of the capital investment schedule

Project Asset Categories and Examples of Asset Types

- Project asset categories: • Outside plant – Conduit systems • Buildings – New construction, pre-fab huts • Towers – Guyed towers, tower improvements • Customer premises equipment – Smart meters • Network and access equipment – Routing equipment • Non-depreciable assets – Right-of-way procurement • Support assets – Construction vehicles • Professional services – Engineering, environmental • Other expenditures • All project assets must comply with 7 CFR part 1788 and 7 CFR part 1970, any successor regulations found on the Agency's website, and any other guidance from the Agency

II. PROPOSED COST OF SERVICES:

Our proposed cost of services for grant development services for this application is \$10,000.00 (ten thousand dollars).

We welcome the opportunity to work with the community and with your ReConnect grant. It would be our pleasure to get this project started as soon as possible.

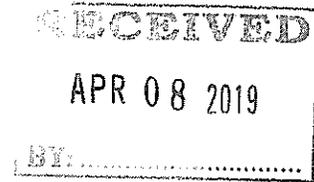
Approved:



Judy Langford
President
Langford Community Management Services

Finley deGraffenried
City Manager
City of Lampasas

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MISC.

NOTICE OF RATE CHANGE REQUEST

On April 5, 2019, CenterPoint Energy Houston Electric, LLC (“CenterPoint Houston” or the “Company”) filed with the Public Utility Commission of Texas (“Commission”) a Statement of Intent and Application for Authority to Change Rates (“Application”). The Company is filing the Application in compliance with the rate review scheduling requirements under 16 Texas Administrative Code § 25.247(c)(2)(B) and the Company’s commitment to the timing of a rate filing in Project No. 47945, *Proceeding to Investigate and Address the Effects of the Tax Cuts and Jobs Act of 2017 on the Rates of Texas Investor-Owned Utility Companies*. The Application has been assigned Docket No. 49421.

The Application is based on a 12-month test year ending December 31, 2018, as adjusted for known and measurable changes. The Application supports a net increase in retail transmission and distribution rates of approximately \$154 million over adjusted test year revenues, which is an increase of around 7.4%. It also supports an approximately \$6.8 million increase for wholesale transmission service, which is an increase of around 1.8%. If approved and implemented through the Company’s rates for Retail Delivery Service, the impact on a residential customer using 1,000 kilowatt-hours (“kWh”) per month would be an increase of approximately \$2.38 or 5.19% per month. A customer with a retail plan that charges 12.5 cents per kWh would see their rate go to 12.75 cents per kWh, or a 1.91% increase in their total bill. The extent to which these additional charges would be passed on by Retail Electric Providers (“REPs”) is a function of the competitive market. The Company’s proposed effective date of the requested rate change is May 10, 2019.

CenterPoint Houston proposes to change delivery charges to reflect the revenue requirement by function as described in its proposed allocation study. The changes by rate class are reflected in the table below.

CURRENT AND PROPOSED CHARGES					
(General Rate Schedules)					
CLASS	Type of Charge	Current Charge	Proposed Charge	Inc. or Dec.	Billing Unit
RESIDENTIAL	Customer	\$1.62	\$2.48	\$0.86	per meter
	Metering	\$3.85	\$1.95	(\$1.90)	per meter
	Transmission	\$0.008439	\$0.015080	\$0.006641	per kWh
	Distribution	\$0.016489	\$0.022680	\$0.006191	per kWh
SECONDARY =<10 Kva (Small)	Customer	\$1.61	\$2.44	\$0.83	per meter
	Metering	\$4.41	\$2.11	(\$2.30)	per meter
	Transmission	\$0.004437	\$0.009020	\$0.004583	per kWh
	Distribution	\$0.012218	\$0.015510	\$0.003292	per kWh
SECONDARY >10 Kva (Large)	Customer NON-IDR	\$2.26	\$3.22	\$0.96	per meter
	IDR	\$65.83	\$48.28	(\$17.55)	per meter
	Metering NON-IDR	\$18.82	\$6.90	(\$11.92)	per meter
	IDR	\$63.07	\$79.91	\$16.84	per meter
	Transmission NON-IDR	\$1.4318	\$2.7140	\$1.28	per NCP Kva
	IDR	\$2.2387	\$4.0531	\$1.81	per 4 CP Kva
	Distribution	\$3.059429	\$4.835920	\$1.77649	per Billing Kva
PRIMARY	Customer NON-IDR	\$3.58	\$4.83	\$1.25	per meter
	IDR	\$76.73	\$61.26	(\$15.47)	per meter
	Metering NON-IDR	\$181.35	\$285.55	\$104.20	per meter
	IDR	\$138.40	\$198.72	\$60.32	per meter
	Transmission NON-IDR	\$1.7033	\$2.7359	\$1.03	per NCP Kva
	IDR	\$2.1546	\$3.9405	\$1.79	per 4 CP Kva
	Distribution	\$2.002820	\$2.524110	\$0.52	per Billing Kva
TRANSMISSION	Customer	\$154.44	\$222.94	\$68.50	per meter
	Metering	\$1,449.82	\$1,456.82	\$7.00	per meter
	Transmission	\$2.1188	\$4.7203	\$2.60	per 4 CP Kva
	Distribution	\$0.463296	\$0.593150	\$0.13	per 4 CP Kva

Revenues by rate class and number of customers are provided below.

CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC
SUMMARY OF REVENUES BY RATE CLASS

<u>Rate Class Description</u>	<u>Number of Customers</u>	<u>Present Revenues¹</u> (a)	<u>Proposed Revenues</u> (b)	<u>Rider UEDIT</u> (c)	<u>Change</u> (d) = (b)+(c)-(a)	<u>Change Pct</u> (d)/(a)
Residential	2,198,225	\$ 1,130,553,347	\$ 1,217,814,820	\$ (17,253,347)	\$ 70,008,125	6.2%
Secondary <= 10kva	148,123	\$ 32,594,719	\$ 30,607,020	\$ (431,501)	\$ (2,419,200)	-7.4%
Secondary > 10Kva	137,862	\$ 654,965,407	\$ 739,867,066	\$ (10,489,328)	\$ 74,412,331	11.4%
Primary	999	\$ 66,701,177	\$ 70,089,549	\$ (992,514)	\$ 2,395,858	3.6%
Transmission	204	\$ 143,211,958	\$ 162,433,957	\$ (2,313,022)	\$ 16,908,977	11.8%
Miscellaneous Lighting	12,698	\$ 3,843,864	\$ 3,126,732	\$ (44,200)	\$ (761,332)	-19.8%
Lighting	5,100	\$ 63,729,997	\$ 58,264,534	\$ (834,750)	\$ (6,300,214)	-9.9%
Retail Electric Delivery Revenue	2,503,211	\$ 2,095,600,469	\$ 2,282,203,678	\$ (32,358,663)	\$ 154,244,545	7.4%
Wholesale Transmission Revenue		\$ 388,968,021	\$ 395,796,573		\$ 6,828,552	1.8%
Total Cost of Service		\$ 2,484,568,490	\$ 2,678,000,251	\$ (32,358,663)	\$ 161,073,097	6.5%

¹Test Year revenues have been adjusted to normalize billing units and adjust for DCRF and TCRF

CenterPoint Houston’s proposed tariff for Wholesale Transmission Service includes CenterPoint Houston’s proposed wholesale transmission rate and the terms under which wholesale transmission service will be provided. The Company proposes changes to this tariff to reflect CenterPoint Houston’s current cost of providing this service. The result of the change will update the Company’s wholesale transmission service rate from \$5.781925 per kW to \$5.705672 per kW.

In addition to new rates, CenterPoint Houston requests a prudence determination on all capital investment made in the system since January 1, 2010, the establishment of Rider UEDIT to continue returning to customers approximately \$97 million for the excess deferred federal income tax unprotected balance resulting from the enactment of the Tax Cuts and Jobs Act of 2017, and updated depreciation rates. CenterPoint Houston also seeks permission to install voltage regulation battery assets when necessary and cost-effective situations permit and the amendment of its Facilities Extension Policy to facilitate electric vehicle charging station development.

Additional non-rate changes intended to improve the readability and clarity of the Company’s tariffs are addressed in the direct testimony of Company witness Matthew A. Troxle. The Company is also proposing Rider RCE to recover rate case expenses determined to be reasonable by the Commission in this case. Finally, CenterPoint Houston proposes to update the charges for Discretionary Services to reflect CenterPoint Houston’s current cost of providing such services, including its Non-Standard Metering Service Recurring Fee, of which the Company is

required to notify REPs prior to making any changes. Proposed changes to Discretionary Services charges are identified in Exhibit MAT-6 to the direct testimony of Mr. Troxle.

The Application affects all REPs serving end-use retail electric customers in CenterPoint Houston's certificated service territory and will affect the retail electric customers of those REPs to the extent that the REPs pass along to their customers the charges under the Company's Tariff for Retail Delivery Service. The Application also affects all customers taking service under the Company's Tariff for Wholesale Transmission Service.

Persons with questions or who want more information about the Application may contact CenterPoint Houston at 1111 Louisiana Street, Houston Texas 77002, or by calling Alice Hart at 713-207-5322. In addition, questions may be sent to CEHERATECASE@CenterPointEnergy.com. A complete copy of the filing will be available for inspection at the address listed above and at the Company's offices in Austin, Texas.

Persons who wish to intervene in or comment upon these proceedings should notify the Commission as soon as possible, as an intervention deadline will be imposed. A request to intervene or for further information should be mailed to the Public Utility Commission of Texas, P.O. Box 13326, Austin, Texas 78711-3326. Further information may also be obtained by calling the Public Utility Commission at (512) 936-7120 or (888) 782-8477. Hearing- and speech-impaired individuals with text telephones (TTY) may contact the Commission at (512) 936-7136. The deadline for intervention in the proceeding is 45 days after the date the application was filed with the Commission. The 45th day after the date CenterPoint Houston filed its application is May 20, 2019.