

**NOTICE OF REGULAR MEETING OF THE GOVERNING BODY
OF THE CITY OF LAMPASAS, TEXAS
CITY COUNCIL CHAMBERS
405 SOUTH MAIN STREET
Monday September 9, 2019
5:30 p.m. Special 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, September 9, 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).

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

- I. Call to Order Special Session
- II. Adjourn into Executive Session

EXECUTIVE SESSION

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

1. Section 551.076 Deliberations regarding security devices or security audits (1) the deployment, or specific occasions for implementation, of security personnel or devices; or (2) a security audit

SPECIAL SESSION

- III. Discussion and possible action concerning items posted and discussed by Council in Executive Session
- IV. Adjourn Special Session

WORKSHOP SESSION

1. Call to order Workshop Session
2. Discussion regarding Brodie Estates Development Agreement *(pgs. 5-24)*
3. Discussion regarding Off-Site Drainage Improvements related to Brodie Estates Subdivision along Brown and Cloud Streets. *(pgs. 25-28)*
4. Discussion regarding project updates related to replacement of sewer line; and the Water/Wastewater Shop and Lab. *(pgs. 29-38)*
5. Discussion regarding Pole Attachment Standards. *(pgs. 39-42)*
6. Discussion regarding any item on the regular agenda

7. Adjourn Workshop Session

REGULAR SESSION
7:00 P.M.

ANNOUNCEMENTS

- A. Call to Order
- B. Invocation and Pledge of Allegiance
- C. Presentations and Proclamations
 - Introduction of Colton Baker- Promotion to FD Driver Pump Operator

	PUBLIC HEARINGS/CITIZEN COMMENTS	PAGES
1.1	Citizen comments – Any citizen who desires to address the City Council on a matter not included on the Agenda may do so at this time. The City Council may not deliberate on items presented under this Agenda Item.	N/A
1.2	Citizen comments- Any citizen who desires to address the City Council on a matter that is included on the Agenda may do so at this time.	N/A
1.3	Public Hearing to receive citizen comments regarding a request to consider approval, denial, or approval with modification(s) the Pecan Street Final Replat of a part of the East ½ of Block 25, Old Town of Lampasas, Texas as recorded in Cabinet 1, Slide 33, Plat records of Lampasas County, commonly known as 802 S Pecan.	43-48
1.4	Public Hearing to receive citizen comments regarding a request to consider approval, denial, or approval with modification(s) of the Brodie Estates Final Replat of lots 2, 3 & 4 in Lampasas Texas, Lampasas County.	49-56
1.5	Public Hearing to receive citizen comments regarding an Ordinance of the City Council of Lampasas, Texas, amending Chapter 22, Article V, Section 22-321 (a) (3) of the Code of Ordinance of the City of Lampasas, Texas related to temporary permits for “Mobile Food Vendor Units”	57-60

2.0	MINUTES	PAGES
2.1	Discussion and possible action concerning approval of minutes of the Regular Meeting on August 26, 2019	61-70
2.2	Discussion and possible action concerning approval of minutes of the Special Meeting on September 3, 2019	71-74

3.0	CONSENT AGENDA	PAGES
3.1	Discussion and possible action regarding purchases and charges in excess of \$4,000 from August 1, 2019- August 31, 2019	75-80

4.0	BOARDS/DEPARTMENT REPORTS	N/A

5.0	ROUTINE MATTERS	PAGES
5.1	City Manager’s Operational Report <ul style="list-style-type: none"> • Refunding • Food Trucks • Citizen Comments 	81-82

	<ul style="list-style-type: none"> • Chestnut • Comprehensive Plan 	
5.2	MAYOR'S COMMENTS	N/A

6.0	UNFINISHED BUSINESS	N/A
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7.0	NEW BUSINESS	PAGES
7.1	Discussion and possible action regarding the approval, denial or approval with modifications regarding an amended development agreement for Brodie Estates Subdivision.	83-84
7.2	Discussion and possible action regarding approval, denial or approval with modification of the Brodie Estates Final Replat of lots 2,3 & 4 in Lampasas, Texas, Lampasas County	85-86
7.3	Discussion and possible action regarding approval, denial, or approval with modification(s) the Pecan Street Final Replat of a part of the East ½ of Block 25, Old Town of Lampasas, Texas as recorded in Cabinet 1, Slide 33, Plat records of Lampasas County, commonly known as 802 S Pecan.	87-88
7.4	Discussion and possible action regarding the first reading of an Ordinance of the City Council of Lampasas, Texas, amending Chapter 22, Article V, Section 22-321 (a) (3) of the Code of Ordinance of the City of Lampasas, Texas related to temporary permits for "Mobile Food Vendor Units"	89-90
7.5	Discussion and possible action regarding the approval of cart trail paving at Hancock Park Golf Course in the amount of \$27,192.00	91-94
7.6	Discussion and selection of possible winner of website photo contest.	95-102
7.7	Discussion and possible action regarding the ratification of the emergency expenditure of replacement computers in the amount of \$6,216.36	103-104
7.8	Discussion and possible action concerning a professional services agreement with Local Government Services to conduct a utility pole attachment audit on behalf of the City of Lampasas in an amount not to exceed \$25,000.00.	105-108
7.9	Discussion and possible action concerning the first reading of an Ordinance approving and adopting a Budget for operating the Municipal Government of the City of Lampasas for the Fiscal Year Beginning on October 1, 2019 and ending on September 30, 2020; Appropriating money for the various funds and purposes of such budget including appropriations of money to pay interest and principal Sinking Fund requirements on all indebtedness; providing a severability clause; providing a repealer clause for the repeal of all Ordinances and Appropriations in conflict with the provisions of this Ordinance; and Establishing an Effective Date.	109-112
7.10	Discussion and possible action concerning the first reading of an Ordinance setting the Tax Rate and Levying a tax upon all property subject to taxation within the City of Lampasas, Texas for the 2019 Tax Year for the use and support of the Municipal Government of the City of Lampasas for the Fiscal Year beginning October 1, 2019 and ending September 30, 2020; Apportioning said levy among the various funds and items for which revenue must be raised including providing a Sinking Fund for the retirement of the Bonded Debt for the City of Lampasas; and establishing an Effective Date.	113-116
7.11	Discussion and possible action regarding ratifying the property tax revenue increase reflected in the fiscal year 2019-2020 budget.	117-118
7.12	Discussion and possible action regarding the first reading of an Ordinance amending the Lampasas Code of Ordinances, Chapter 82 (Utilities) by adding new article VIII to be entitled "Pole Attachment, Standards and Specifications", providing comprehensive pole attachment regulations; establishing the permitting and approval process for pole attachments; establishing design standards and criteria for same; adopting a fee schedule for pole attachments; providing a severability clause; and providing an effective date.	119-120

7.13	Discussion and possible action concerning the first reading of an Ordinance Amending Appendix A (Fee Schedule), Chapter 62 (Solid Waste), Article III (Billing, Rates, and Fees) related to the collection of Solid Waste of the Code of Ordinances of the City of Lampasas. Providing for an increase in the rates to be charged for Residential Solid Waste collection; Providing for repeal of conflicting ordinances; providing a severability clause and providing an effective date.	121-124
7.14	Discussion and possible action regarding the award of quote for two replacement servers in the amount of \$14,393.58	125-130
7.15	Discussion and possible action regarding the purchase of a replacement SCADA computer/software in the amount of \$15,995.00	131-134
7.16	Discussion and possible action regarding the award of a contract through the TX Community Development Block Grant Program (CDBG) for the replacement of a water line in W. Avenue C between Porter and Ridge Streets and consideration of add alternates to the project.	135-142
7.17	Discussion and possible action regarding approval of Lampasas Economic Development Corporation FY 2019/2020 Budget	143-150
7.18	Discuss and consider a possible nomination for the Lampasas Central Appraisal District Board of Directors.	151-154
7.19	Discussion and possible action regarding award of contract for flatwork and accessibility ramp at the 1931 Roy L Thomas Old City Hall Building.	155-166

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 6th day of September 2019 at 2:10pm

Becky Sims
Becky Sims, Assistant City Secretary



City ManagerITEM NO. Workshop-2

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

Subject:

Discussion regarding the approval, denial or approval with modifications regarding an amended development agreement for Brodie Estates Subdivision.

Requested By: Gary Cox, Assistant City Manager

Submitted By: Gary Cox, Assistant City Manager

Date Submitted: September 5, 2019

For the Agenda of: September 9, 2019

Procurement and Funding Statement:

Any funding required for the terms of the agreement would be allocated through the FY19/20 budget process.

Attachments: Draft Amended Agreement

Summary Statement:

On May 28, 2019, City Council approved a development agreement with S2M2, Inc., in which the City agreed to provide funding for electrical infrastructure and a water line loop for the Brodie Estates Subdivision. At the time, the developer had designed and submitted a drainage detention pond as part of the preliminary plat and requested a cost share for the construction of the pond, which was declined by the City.

On August 26, 2019, the Council discussed the subdivision and drainage plan with the developer and engineer. Staff was given direction to work with the developer to amend the terms of the development agreement to include provisions for the on-site drainage/detention pond as well as consider working with the developer to construct additional off-site drainage for the benefit of the surrounding area.

The developer had additional requests to provide for an alternative performance bond guarantee for the construction of public infrastructure as provided for in City Codes and to delay the requirement of the final plat being recorded within 90 days. As well as to include a not to exceed value for the water line loop which was included in the original agreement. Staff has worked with the City Attorney to incorporate these items into the agreement.

The developer has submitted the Final Plat for the subdivision for approval and has requested to have the terms of the agreement approved prior to the final plat approval. Staff has worked with the developer and legal to incorporate the terms and amendments, which were discussed/requested, however given the short time frame to incorporate the changes, understands that there may be need to tweak the language to ensure it conveys the intent of all parties.

Recommendation:

Discussion Only

**FIRST AMENDED DEVELOPMENT AND ECONOMIC
DEVELOPMENT INCENTIVE AGREEMENT**

This ~~First Amended Development and Economic Development~~ Incentive Agreement ("~~Amended~~ Agreement") is made and entered into by and between the City of Lampasas, Texas ("City"), a Texas Municipal Corporation, and Stephen McDonald/S2M2 Inc., (referred to herein as "S2M2" or "Developer") a private residential property developer on the ____th day of September, 2019, which the City and S2M2 Parties hereto agree will become, for all purposes, the "Effective Date" of the Amended Agreement. The City and S2M2 are hereinafter jointly referred to as "Parties" and individually as a "Party."

RECITALS

WHEREAS, it is the City goal to promote local economic development and to stimulate and support business and commercial activity, thereby growing employment opportunities and the workforce in 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 have an overall negative effect on the economic development opportunities within the Lampasas community; and

WHEREAS, the City has determined that one mechanism that can be implemented to move toward its objective of spurring economic growth in the City is to offer incentives for the development of the Brodie Estates Subdivision ("Subdivision"), which will be a single family residential neighborhood, including the Developer's expenditure of the capital investment related to the Pproject infrastructure and improvements associated with the residential Pproject, all of which the City believes will increase economic development within the corporate boundaries of the City; and

WHEREAS, S2M2, the Developer of the ~~Brodie Estates~~ Subdivision, desires to construct this residential development that will require a financial investment less any contributions from the City of not less than four hundred seven thousand five hundred ninety five hundred fifty seven thousand five hundred ninety U.S. Dollars (\$407,590557,590.00) in utility and roadway infrastructure that will benefit the Subdivision-, and which will consist of a minimum of twenty-two (22) single family residential dwellings within the corporate limits of -the City of Lampasas (the "Project"); and

WHEREAS, as a part of the Project, ~~—~~ pursuant to this Economic Development Amended Agreement, S2M2 shall be obligated to make agreed upon improvements to the public infrastructure, including upgrades to and installations of various drainage, water, wastewater and public roadways ("Public Improvements") in the area near or abutting the Project, which combined cost of such infrastructure less any contributions by the City, is estimated to have a combined current approximate value of -a minimum of four hundred seven thousand five hundred ninety five hundred fifty seven thousand five hundred ninety U.S. Dollars (\$407557,590.00), all of which will be required, pursuant to this Amended Agreement and the development plans for the Project are required to serve the Project; and ~~{Gary it is unclear whether this is a~~

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minimum contribution from the S2M2 group as this is currently stated, or whether this total includes the contributions from the City, as well.... We need to clarify that fact here. Somewhere we should state what S2M2's contribution is...without the City's contributions.... So that there is a record of what their "share of the project" will be, vis-à-vis the City's contributions.

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WHEREAS, in addition to providing various public utilities and roadway access to the Project, the Public Improvements will provide benefits to other areas of the City, as well, and will benefit the community and its future expansion, as a whole, including specifically the overall development to the water, wastewater and drainage systems of the Lampasas community; and

WHEREAS, accordingly, after evaluation and careful assessment, the City has determined that a substantial and material economic benefit to the local economy and public infrastructure will inure to the citizenry and City as a whole from the development of this Project; and

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

WHEREAS, the Parties entered into an original Economic Development Agreement on or about June 13, 2019, however, the Developer subsequently approached the City requesting additional funding and considerations from the City pertaining to the Subdivision and for the process related to the final platting of same, mandating various changes to the original Agreement, which the Council hereby approves: thus, the terms and provisions of this First Amended Agreement shall replace and supersede the original Economic Development Agreement between the Parties, in all regards, and if any conflict shall exist between the two agreements, the Parties agree and acknowledge that this Amended Agreement shall control; and #ty

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WHEREAS, as an economic incentives to S2M2, the City desires to: (1) install at the City's cost, certain electrical infrastructure to each platted lot in the Subdivision, and (2) contributions to S2M2 for certain Project expenses, pertaining to S2M2's costs for construction of the Subdivision's infrastructure, which will benefit not only the Subdivision, but will also provide benefits to the general area of the City of Lampasas -the in terms of reliability, redundancy, and utility and roadway access; and

WHEREAS, as further economic incentives to S2M2, the City has agreed to fund certain surveying, engineering and construction costs related to on-site drainage infrastructure to serve the Subdivision, which drainage improvements the council finds will also benefit the area adjacent to the Subdivision, with maximum funding from the City for this component of economic incentive to be not more than one-hundred fifty thousand dollars (\$150,000.00) or the actual cost of such engineering, surveying and construction work, whichever is less.

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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 by both Parties hereto, City and S2M2 agree as follows:

AMENDED AGREEMENT

Section 1. S2M2 Contractual Obligations

In consideration of the City, agreeing to provide the consideration and Economic Incentives to S2M2 for construction of the Project noted herein below, S2M2 shall:

- (a) S2M2 agrees this Amended Agreement is ~~conditioned~~ upon the City's approval of the final plat for the Subdivision development; and
- (b) This Amended Agreement in no way represents approval of or alters the requirements of the Subdivision's final plat and S2M2 agrees to comply with all obligations of final platting of the ~~development~~Subdivision; and
- (c) Initiate and/or continuously proceed with all necessary planning activities ~~foren~~ the Project within 30 days of the Effective Date of the ~~original is~~ Agreement; and
- (d) Continue, without interruption, the development of the Project, referred to herein as the ~~Brodie Estates~~ Subdivision, which the Developer agrees shall consist of a minimum of twenty-two (22) single-family residential dwellings on the twenty-two (22) residential lots, as shown on Exhibit "A" (i.e., the preliminary plat as amended), attached hereto and incorporated herein for all purposes, (also referred to herein as the "Subdivision Concept Plan") as proposed and approved by the City as part of the ~~original is~~ Agreement, until the Subdivision's development is fully completed, with one-hundred percent (100%) completion of all construction of the single-family residential dwellings units to occur on or before the end of year four (4), -after the Effective Date of the ~~original is~~ Agreement; and
- (e) Initiate and diligently move forward with over the term of this Amended Agreement, the installation and construction of the improvements to public infrastructure, detailed on Exhibit "B," attached hereto and incorporated herein for all purposes, with such improvements to public infrastructure having estimated current total value of a minimum minus any contributions from the City of four hundred seven thousand five hundred ninetythree eightfifty seven thousand five hundred and ninety U.S. Dollars (\$407,590.00), ~~(\$557,590,38,000.00)~~, and with all such public improvements to be one-hundred percent (100%) completed within 2 years after the Effective Date of the original is Agreement; and [Gary - the amount wasn't changed here. . . but I assumed it should be??]
- (f) Provide complete and acceptable documentation to the City demonstrating S2M2's actual investment as to the public infrastructure components, prior to the City's final acceptance of the public infrastructure and any reimbursement by the City for its participation in the cost of same; and
- (g) Provide the City with -an engineer's certification that all public infrastructure has been installed by the Developer as per the specifications for the Pproject and as

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infrastructure improvements by Developer's registered professional engineer, in accordance with the terms of this Amended Agreement, and upon certification by Developer's registered professional engineer of the completion of all other improvements required by the City's Ordinances or by the City as part of the subdivision process, the City's Engineer shall review the "record drawings" plans. If the City's Engineer approves the "record drawings" plans, the City shall accept the dedication of the infrastructure improvements to the City. If the City's Engineer does not approve the "record drawings" plans, the City shall not accept the dedication of the infrastructure improvements or any other improvements in the Subdivision, and the City will provide notice to the Developer explaining the reasons for its non-acceptance and non-approval of the "record drawings" plans. The Developer will have thirty (30) days from his receipt of the notice of deficiency to correct the problems identified by the City. Developer acknowledges and agrees that his failure to correct the deficiencies identified by the City will render the Project incomplete and shall result in non-recording of the final plat for the Subdivision and non-issuance of any building permits for residential or other structures on the lots in the Subdivision.

d. Certificates of Testing. Upon Developer's completion of the installation of the infrastructure improvements, the Developer agrees to provide to the City certificates from certified laboratories indicating satisfactory results of all City required hydrostatic and bacteriological testing of the Subdivision's infrastructure improvements.

e. Recording of Final Plat. Prior to recording of the final plat, the City's Engineer shall be required to file a letter with the City stating that, based upon the City's Engineer's observations and review, the Subdivision's infrastructure improvements have been installed in the Subdivision in full compliance with the design and plans approved for the Subdivision and, further, that the City's Engineer recommends to the City Council that the City accept the Subdivision's infrastructure improvements as constructed by the Developer. Only after the City Council's acceptance of all Subdivision infrastructure improvements in accordance with the City of Lampasas Subdivision Ordinance and this Amended Agreement, may the Developer record the final plat for the Subdivision in the records of Lampasas County. Only after recording the Final Plat does the Subdivision become a 'legal plat' of record and make the lots and/or any structures constructed thereon, within the Subdivision, eligible for legal sale.

f. Building Permits. Only after the City Council's acceptance of all Subdivision infrastructure improvements in accordance with the City of Lampasas Subdivision Ordinance and this Amended Agreement will the City issue any building permits to allow construction on the lots in the Subdivision. Developer acknowledges and agrees that Developer's failure to complete the installation of the Subdivision infrastructure improvements in accordance with the terms of this Amended Agreement shall result in non-recording of the final plat for the Subdivision and the non-recording for any property deeds for lots in the Subdivision, as well as non-issuance of any building permits for structures in the Subdivision.

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Section 3. City Economic Contributions to S2M2

In the event that Developer performs its contractual obligations pursuant to this [Amended](#)

Agreement, as stated herein above, in Section 2, the City shall provide incentives to the Developer and perform its obligations under this Amended Agreement, as stated herein below:

1. Electrical Infrastructure: In consideration of S2M2's investment minus any contributions from the City of approximately seven hundred fifty thousand (\$750,000.00) U.S. dollars including land acquisition costs, in the development of the Subdivision within the City's corporate limits, including the money invested by the Developer in the public infrastructure detailed herein, and S2M2's satisfactory performance of all other acts and obligations hereinafter described, as an incentive for S2M2's investment in the City, the City agrees to extend residential electric utility infrastructure from the City's existing electric distribution system to each of the Subdivision's platted residential lots. The total City financial incentive provided to S2M2 for this component of the Economic Development Amended Agreement related to the Project is currently estimated to be valued at twenty four thousand five hundred dollars (\$24,500.00), contributed by the City, to S2M2 and the Project. The Plans and Cost summary related to this City incentive is set forth on Exhibit "C," which is attached hereto and incorporated herein for all purposes.
2. Water Distribution Looping & Upsizing: Provided a utility easement can be obtained from property owners adjacent to the Subdivision, in locations that will allow for the looping of the City's water distribution system and therefore benefit the municipal water distribution system, as additional economic incentive to the Project, the City agrees to contribute to S2M2 an amount equal to S2M2's actual costs not to exceed forty thousand U.S. Dollars (\$40,000.00) for the engineering, easement acquisition, construction and materials required for the water line improvements from Cloud Street to the subject development and the incremental costs for the upsizing of lines as may be needed that will be made by S2M2 related to the Project's connectivity and improvements to the water distribution system of the City. S2M2 shall provide an engineer's opinion of probable costs to the City for approval prior to beginning work on this portion of the project.
3. Engineering and Construction Costs for On-Site Drainage: As an additional Economic Incentive for the Developer related to the Project, the City Council agrees to contribute to S2M2 an amount to pay for S2M2's actual costs for S2M2's surveying, engineering and construction costs for the Project's Subdivision's on-site drainage infrastructure, in an amount not to exceed One Hundred Fifty Thousand U.S. Dollars (\$150,000.00), which finding that the on-site drainage infrastructure also benefits the drainage for areas surrounding area the Subdivision by reducing storm-water runoff from the Project property Subdivision by a minimum of -10 cfs (which is equal to 5%) over the current existing drainage conditions during a 100 year storm event, as verified by engineering calculations submitted to the City by the Developer's engineer. S2M2 shall submit to the City an detailed invoice outlining detailing the actual amount spent by S2M2's for the on-site drainage surveying, engineering and construction costs. infrastructure construction costs.
4. Potential Future Construction of Off-Site Drainage Infrastructure: The City desires to construct off-site drainage facilities to enhance the benefits of the on-site drainage for the surrounding area and to address drainage issues previously identified by a City area-wide

drainage analysis/analyses. To this end, the City has commissioned the engineering plans for engineering of the various off-site drainage improvements and is awaiting that final cost determination/estimate. As all doing so would result in a cost savings to the community, cost savings, the City may desire to have the Developer install the off-site drainage infrastructure that is a result of this study and engineering effort, for the benefit of the area surrounding the Subdivision, in conjunction with the drainage work being performed by the Developer for the Subdivision's on-site drainage infrastructure. However, the City reserves the right not to pursue the installation of the area-wide off-site drainage infrastructure installation, and/or to seek other alternatives for the installation of said this off-site drainage infrastructure, at the City's sole option. If the City engages/enters into a future arrangement with S2M2 under this agreement to perform/install the off-site drainage infrastructure, as noted herein, the above described work, then the City agrees that it shall reimburse S2M2 for the costs of construction of off-site drainage infrastructure that benefits the surrounding properties, in the actual amount of the construction costs incurred by S2M2 for such work. The Parties acknowledge and agree that prior to undertaking any such future work on the installation of off-site drainage infrastructure on behalf of the City, the Parties will enter into a mutually agreeable, written, memorandum of the terms agreed upon for this component of the work, which will be in writing and ratified by the City Council prior to the commencement of any construction by S2M2 on such work for the City.

5. City's Economic Incentive Payment Schedule and Process: The City's Economic Contributions for S2M2'S Project Expenses shall be paid as follows:
 - a. City shall contribute funds related to the Project components by payment to S2M2 in an amount of the actual costs not to exceed forty thousand U.S. Dollars (\$40,000.00) for expenses related to engineering, easement acquisition and construction of the water line looping and incremental line upsizing by S2M2 done to complete connectivity between the development and water distribution lines in Cloud Street, resulting in improved public infrastructure within the City. Release and payment of these funds by the City shall occur upon S2M2's completion of the construction of the water line improvements, submission of complete documentation and invoicing detailing actual public improvement expenses pertaining to this phase of the Project only, and receipt of an Engineer's Letter of Concurrence, providing the City's final acceptance of the Public Improvement infrastructure for which these City funds are apportioned.
 - b. City shall contribute funds related to the Project components to S2M2 up to a maximum of one hundred fifty thousand U.S. dollars (\$150,000.00) for the surveying, engineering and construction of the Public Improvement component of the Project's on-site drainage infrastructure, which the City council has also determined also will benefit the area adjacent to and surrounding the Project. Release and payment of these funds by the City shall occur upon S2M2's completion of the on-site drainage infrastructure construction, submission of complete record drawings and documentation and submission of all invoices detailing actual public improvement expenses pertaining to this phase of the Project only, submission of the Developer's Engineer letter certifying that

construction of the infrastructure was completed in accordance with the Project design specifications submitted to the City for this component of the Project, and receipt of the City Engineer's 'Final Letter of Concurrence' certifying the additional benefits guaranteed and warranted by the Developer related to the construction of the drainage infrastructure will, in fact, inure to the City as designed and built by S2M2, and providing the City's final acceptance of the Public Improvement infrastructure for which these City funds have been apportioned.

c. In the event that ~~If~~ the City ~~engages-enters~~ into a future agreement with S2M2 to construct the additional off-site drainage improvements as discussed in Section 4 above, then the City shall reimburse S2M2 for ~~the~~ S2M2's actual construction costs ~~as agreed for the construction of the Public Improvement off-site drainage, which benefits surrounding properties, which will be further detailed in the future written agreement concerning same and approved by the Council.~~ Release and payment of ~~these funds for such future work, by the City, would~~ ~~shall~~ occur upon S2M2's completion of the off-site drainage construction, ~~=~~ submission of complete as built mapping and documentation and submission of all invoices detailing actual public improvement expenses ~~pertaining-related to that~~ is phase component 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 off-site drainage infrastructure, for which ~~these~~ City funds ~~are-were~~ apportioned.

It is acknowledged and agreed by both S2M2 and the City that the maximum total amount of all Economic Development Incentive and developmental ~~Funding~~ that will be provided by the City agrees to provide to S2M2, shall not exceed a total of actual costs for materials and installation of a looped water system from Cloud Street to the development and the incremental cost to upsize water distribution lines, for all portions of the City's reimbursements to S2M2 as the City's incentive participation in the Project, those amounts set forth herein. ~~J. Gary - Does this looped water system issue need to be set apart and discussed individually? I didn't recall seeing it any place else?~~

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d. ~~RE above paragraph..... There is so much more going on besides the original "looping of the water line" that it seemed strange just to state that alone, so I broadened this paragraph to reference all the previously stated monetary grants from the City..... do that work for you? Or, should we leave the water looping statement and then make a "new paragraph" that states what I have basically said above...i.e., that all the other payments not exceeding what is stated elsewhere in the agreement?---~~

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e. S2M2 further acknowledges and agrees that the City's purpose in entering into this Amended Agreement is to encourage development of the 22 lot Subdivision on the Property, as the residential development designed and proposed by S2M2, i.e., the Project, which includes the various ancillary public infrastructure improvements detailed herein in this Amended Agreement, Therefore, S2M2

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agrees to develop the Project as detailed herein, ~~and~~ to fully complete such development, as the Project, and to do so solely for the use and purpose as the designed and approved residential Subdivision Property, pursuant to the schedule agreed upon by S2M2 as detailed herein in Section 2 above, and to be fully completed on or before the end of the 48th month after the Effective Date of the original is Agreement.

- d. The Developer acknowledges and agrees that if the Project, including all public infrastructure, is not fully completed and installed on or before the 48th month after the Effective Date of the original is Agreement, such delay shall be deemed by the City to be a material breach and default by the Developer and, as such, it shall result in ~~aa~~ the termination of the Amended Agreement and any and all payment obligations by the City, and ~~which~~ will trigger Recapture of any and all economic incentives already paid to S2M2 by the City, if any, pursuant to Section 4, below.

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Section 4. Recapture/Termination

In the event that S2M2 allows ad valorem taxes owed by S2M2 on the Property, to the City or other taxing entity, to become delinquent by more than ninety (90) days, then this Amended Agreement shall automatically terminate, with no opportunity for appeal or redress by S2M2. On such occurrence, the termination by material breach by S2M2 shall trigger Recapture of Economic Payments and any other development contributions made by the City of Lampasas, if any, as set forth herein below.

Except as noted above, ~~if~~ in the event that the City determines that S2M2 is in default of any of its responsibilities, noted herein, or of any of the terms, provisions, or conditions contained in this Amended Agreement, then the City shall give S2M2 notice that it has thirty (30) days to cure the default identified by the City. In the event such default is not cured by S2M2 within the 30 day cure period, or if S2M2 has not commenced and prosecuted with continuous and sufficient diligence a satisfactory cure of the default(s) to the full satisfaction of the City within the thirty (30) days cure period, then this Amended Agreement shall automatically terminate, with no opportunity for appeal or redress by S2M2, and the City may trigger Recapture of any economic incentive Payments made by the City, if any, to S2M2.

The date of termination as a result of default, as that term is used in this Section 4, shall be, in every instance, the 31st day after the day the City sends notice of the default(s) in the mail to the address shown in this Amended Agreement to S2M2, or by hand delivery, or by alternative transmission as set forth herein. Should the default be cured by S2M2 within the thirty (30) day cure period, S2M2 shall be responsible for so advising the City, in writing, and for obtaining a written 'release from the default by cure' from the City. If S2M2 fails to obtain the written release from the City on or before the 31st day, the Amended Agreement will be considered to be terminated, with no further action required by the City.

In every case of termination due to S2M2's default, as set forth above: (1) the City shall have determined in its sole discretion whether the default that occurred by S2M2 in the

terms and conditions of this [Amended Agreement](#) was material to the City; and (2) whether the default was not timely and fully cured to the City's satisfaction. If these two conditions are found by the City to exist, then S2M2 will have been deemed to have forfeited any and all Economic Development incentive payments it has already received from the City, as well as any rights to incentives [or developmental payment](#) not yet distributed by the City under [this Amended Agreement](#). Accordingly, pursuant to this [Amended Agreement](#) upon such material uncured default, S2M2 shall be legally obligated to return all [economic](#) incentive funds previously provided to S2M2 by the City to the City on or before the 30th day after the City notifies S2M2 that it has terminated the [Amended Agreement](#), because of S2M2's uncured breach and provides S2M2 with the amount that is being recaptured by the City from S2M2. ("Recapture") Further, after default, S2M2 shall not be entitled to any further funding from the City under this [Amended Agreement](#), or any future funding, development or incentive agreement with the City of Lampasas. Maximum amounts required to be repaid to the City pursuant to ~~this Amended Agreement~~ shall be no more than the combined total amounts outlined in Section 2 of [this Amended Agreement](#). Further, in the event of default, as part of the Recapture, S2M2 shall be contractually obligated to pay the City the full value of the electrical system installation and any fees or expenses, which would have otherwise been realized by the City, without the benefit of [this Amended Agreement](#), but which were waived by the City as part of [this Amended Agreement](#) as an additional economic incentive to the Developer for the Project.

Section 5. Certification of Compliance by S2M2

On written request by City, but at a minimum of at least once per year even without request from the City, S2M2 shall certify in writing to the City its compliance with all provisions of [this Amended 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 and development goals have been satisfied. The City, at any reasonable time, shall have the right to review all records of S2M2 related to the Project and provisions of [this Amended Agreement](#) and S2M2 shall cooperate with such review, as required.

In accordance with Chapter 2264, Texas Government Code, S2M2 certifies that neither S2M2, nor any branch, division, subcontractor or department of S2M2 will or does knowingly employ any undocumented workers. S2M2 further certifies that in the event that S2M2, or any branch, division, subcontractor or department of S2M2 is convicted of a violation under 8 U.S.C. Section 1324a (f), S2M2 shall repay the amounts previously provided to S2M2 by the City pursuant to [this Amended Agreement](#), as noted in the Section 4 above related to Recapture. Should such conviction occur during the term of [this Amended Agreement](#), then such a conviction shall be cause for the immediate termination of [this Amended Agreement](#) and Recapture.

Section 6. Term

This Amended Agreement shall be effective for a period of four (4) years from its Effective Date, which the Parties intend to coincide with the date that the [Amended](#)

Agreement is executed 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 Amended Agreement](#) contains the entire agreement between the City and S2M2 with respect to the Project and the incentives offered to S2M2 by the City, as set forth and contemplated herein. [This Amended Agreement](#) may only be amended, altered, or revised by the mutual approved written instrument signed by both the City and S2M2.

Section 8. Successors and Assigns

[This Amended Agreement](#) shall be binding on and inure to the benefit of the Parties, their respective successors and assigns. S2M2 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:

S2M2: Stephen McDonald/S2M2, Inc.
901 Naruna Road
Lampasas, Texas 76550

City: City Manager
City of Lampasas
312 E 3rd Street
Lampasas, Texas 76550

Section 10. Interpretation

Regardless of the actual drafter of [this Amended Agreement](#), [this Amended 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 Amended 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 Amended 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 Amended 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 Amended Agreement](#) shall not be affected thereby, and it is also the intention of the Parties to [this Amended Agreement](#) that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable, a provision be added to [this Amended 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 [Amended Agreement](#) on the _____ Day of September 2019.

THE CITY OF LAMPASAS

ATTEST:

Finley deGraffenried, City Manager

Becky Sims, Assistant City Secretary

Approved as to Form

J.C. Brown, City Attorney

S2M2, Inc.

ATTEST:

Stephen McDonald

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 Stephen McDonald.

Notary Public

My Commission expires: _____

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Exhibit B

S2M2 Public Improvements

Water Distribution

780 LF 6" C900 Water Pipe
Fire Hydrants, Valves, casings, fittings, etc

Estimated Value: \$ 78,523.00

Waste Water

730 LF SDR-26 Sewer Pipe
Manholes, clean outs, etc.

Estimated Value: \$ 90,960.00

Drainage

440 LF 36" HDPE Culverts
2 – 36" Headwalls
Detention Pond Outfall Structure
_ Engineering & Survey

Estimated Value: \$ 150,000.00

Additional potential drainage benefits from construction of proposed drainage facilities:

1. Aids in historical drainage issues ~~affecting the in the Hillcrest Subdivision and~~ surrounding areas.
2. 10 Cfs reduction of flows during 100 year flood event (5% total reduction)

Roadway

1840 LF of Curb/Gutter
3750 sq. yards Asphalt
4350 sq. yards 8" Flex Road Base
Fill, erosion control, etc.

Estimated Value: \$189,200.00

Contingency

\$ 48,907.00

Total: \$ 557,590.00

Exhibit C

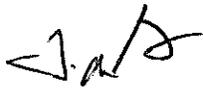
City Estimated Cost of Electrical Infrastructure Installation

ESTIMATED COST TO BUILD OVERHEAD LINES IN BRODIE ESTATES

CONSTRUCTION OF NEW LINES	\$13,000.00	
COST OF TRANSFORMERS	\$11,500.00	
	<hr/>	
	\$ 24,500.00	TOTAL

ALL LINES WILL BE BUILT ON THE STREET SIDE

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City ManagerITEM NO. ~~Workshop~~-3

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

Subject:

Discussion regarding off-site drainage improvements related to Brodie Estates Subdivision along Brown and Cloud Streets.

Requested By: Gary Cox, Assistant City Manager

Submitted By: Gary Cox, Assistant City Manager

Date Submitted: September 5, 2019

For the Agenda of: September 9, 2019

Procurement and Funding Statement:

Discussion Only

Attachments: Engineer's Assessment/Recommendation
Opinion of probable costs

Summary Statement:

On August 26, 2019, the Council discussed the Brodie Estates subdivision and drainage plan with the developer and engineer. Two (2) options were presented for consideration to aid in improving drainage conditions in the areas surrounding the development. The area has historically suffered from drainage issue and localized flooding. Staff was a given direction to have the City engineer further evaluate the options and costs associated with the information presented.

The City Engineer has provided the attached opinion of costs and evaluation of the proposed options. These costs are preliminary as we are unable to project the costs for land acquisition if needed and legal fees associated with those acquisitions if necessary. A formal engineering proposal will follow upon further direction.

Recommendation:

Discussion Only

Becky Sims

From: derrek@eckermannengineering.com
Sent: Thursday, September 5, 2019 11:19 AM
To: Gary Cox
Cc: Rickie Roy
Subject: Brown Street Drainage Improvements
Attachments: Brown Street Drainage - Option A OPC.pdf; Brown Street Drainage - Option B OPC.pdf

EXTERNAL email: Exercise caution when opening.

Good morning Gary,

Per our meeting yesterday, attached are some very preliminary overall order of magnitude project cost estimates for two options related to the drainage improvements at Brown Street to convey storm water flows to Sulphur Creek. Both of these estimates are based upon collecting and conveying the 25-year storm event. I've included approximate surveying, engineering, and construction administration fees for each along with an assumed property/easement acquisition cost related to Option B.

The two Options are as follows:

Option A – 48" HDPE pipe (at assumed minimum 1% slope) collecting flows at or near the proposed Brodie Estates detention pond and running along Brown and Cloud to Sulphur Creek. Assumed 25-year flows are based upon preliminary outfall flows from Brodie Estates flows.

Pros:

1. Removes a significant amount of surface water flow along Brown and Cloud and allows for installation of curb inlets along Cloud
2. Removes significant amount of storm water runoff to Dent Street from drainage area east of Brown
3. No property acquisition required

Cons:

1. Higher cost
2. Higher potential for conflicts to existing utilities with Brown and Cloud ROW's
3. Ponding will still occur upstream of Dent Street, although the total volume and frequency would be reduced significantly. Culvert under Dent and channel to Sulphur Creek is still required to completely alleviate all ponding on the Milligan property east of Dent Street.

Option B – 48" culvert under Brown Street to the vacant property west of Brown, approximate 10' wide channel (bottom width) with 4:1 side slopes, 18 inches to 2' deep from Brown to Dent street. Double 48" culverts under Dent Street with channel then continuing to Sulphur Creek.

Pros:

1. Lower design and construction cost
2. Conveys storm flows along what appears to be the more natural drainage way up to Dent Street
3. Removes a significant amount of surface water flow along Brown and Cloud

Cons:

1. Dependent on significant amount of property/easement acquisition, potentially increasing overall costs and extending time to completion

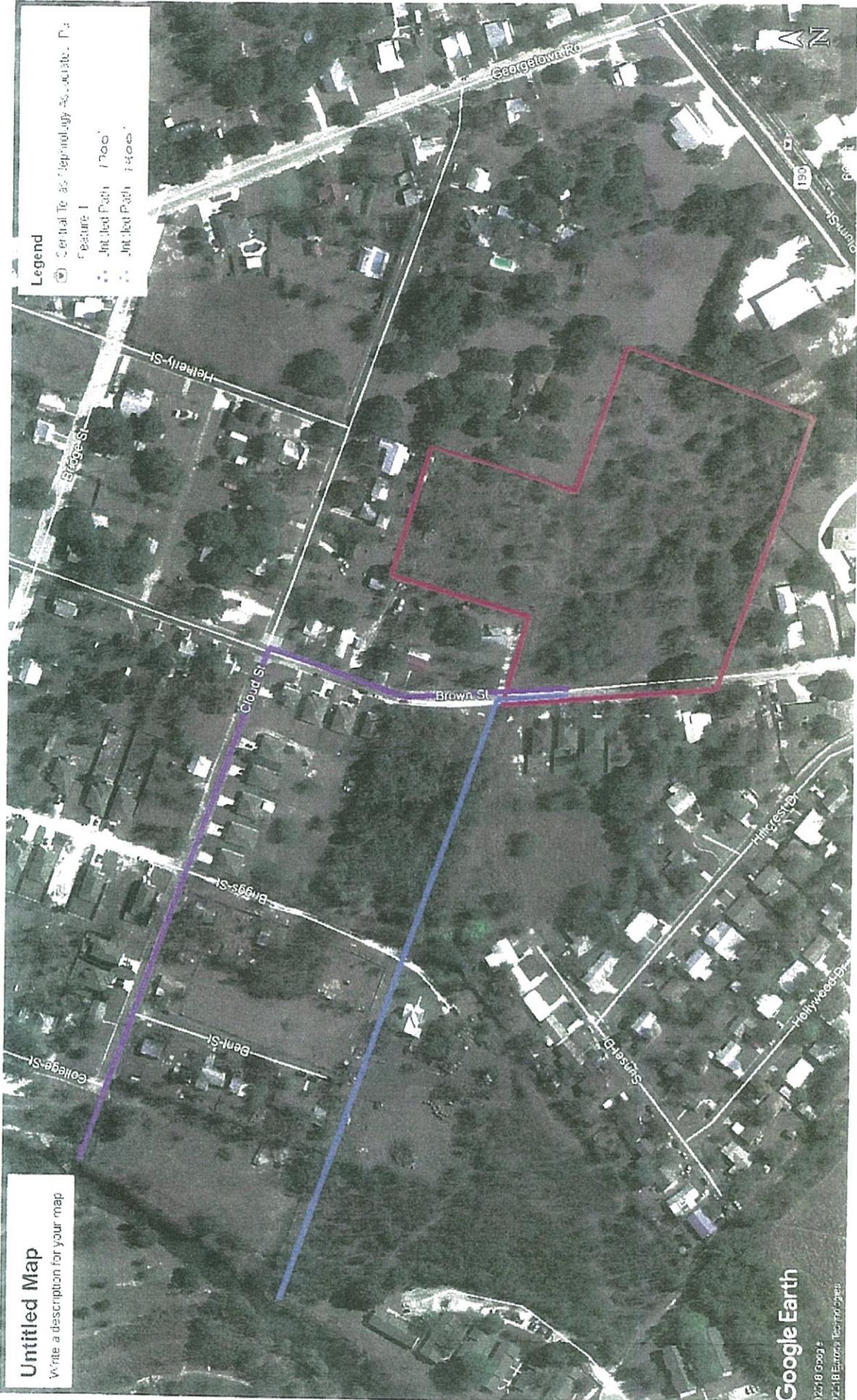
Preliminary Order of Magnitude Cost Estimate
Brown Street Drainage Improvements - Option B
Channel between Brown and Dent to Sulphur Creek
City of Lampasas
Prepared By Eckermann Engineering, Inc.
TBPE Firm Registration No. F-10496
September 4, 2019

Option B

Description	Unit	Quantity	Unit Price	Cost
48" HDPE Storm Drain Culvert Under Brown Street	LF	80	\$160.00	\$12,800
48" Headwall at Culvert	EA	2	\$8,000.00	\$16,000
Double 48" HDPE Storm Drain Culvert Under Dent Street	LF	360	\$160.00	\$57,600
Double 48" Headwall at Culvert	EA	2	\$12,000.00	\$24,000
Channel Excavation/Embankment (Approximate 10' bottom width, 1.5' deep)	CY	2000	\$25.00	\$50,000
Mobilization	LS	1	\$25,000.00	\$25,000
Traffic Control	LS	1	\$2,500.00	\$2,500
Miscellaneous Utility Relocations	LS	1	\$5,000.00	\$5,000
Sub-total Construction Cost:				\$192,900
20% Contingency:				\$38,580
Total Construction Cost:				\$231,480
Surveying Costs:				\$6,500
Engineering Costs (12%):				\$27,778
Bidding/Construction Admin (4%):				\$9,259
** Property Acquisition Cost:				\$100,000
Total Project Cost:				\$347,239

* The Engineer has no control over the cost of labor, materials, equipment, contractor's methods of determining prices, competitive bidding, or market conditions. Estimates of Probable Construction Costs, as provided herein are approximate, and compiled on the basis of the Engineer's experience and qualifications which represents the Engineer's judgement as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that the proposals, bids, or actual construction costs will not vary from these estimates of probable costs prepared for the owner or intended recipient of this document.

* A value for property acquisition costs has been assumed and included as a placeholder in the estimate. Actual property/easement acquisition costs may vary significantly and may include additional surveying and engineering services, legal fees, etc.



Untitled Map

Write a description for your map

Google Earth

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©2008 Earthstar Technology


City Manager

ITEM NO. Workshop-4

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

Subject:

Discussion regarding project updates related to replacement of sewer line; and the Water/Wastewater Shop and Lab.

Requested By: Van Sims Water/Wastewater Ops Manager

Submitted By: Van Sims Water/Wastewater Ops Manager

Date Submitted: September 4, 2019

For the Agenda of: September 9, 2019

Procurement and Funding Statement:

Attachments: Pictures

Summary Statement:

The Water/Wastewater Operations Manager will provide updates to Council on the sewer line replacement in the west alley of the 400 block of North Key; and the progress of the Water/Wastewater Shop and lab.

Recommendation:

Discussion Only

















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City Manager

ITEM NO. Workshop 5

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

Subject:

Discussion regarding an Ordinance amending the Lampasas Code of Ordinances, Chapter 82 (Utilities) by adding new article VIII to be entitled "Pole Attachment, Standards and Specifications", providing comprehensive pole attachment regulations; establishing the permitting and approval process for pole attachments; establishing design standards and criteria for same and adopting a fee schedule for pole attachments.

Requested By: Gary Cox, Assistant City Manager

Submitted By: Gary Cox Assistant City Manager

Date Submitted: September 5, 2019

For the Agenda of: September 9, 2019

Procurement and Funding Statement:

N/A

Attachments: Draft Ordinance

Summary Statement:

In consultation with Local Government Services (Pole audit consultant), it has been recommended the City consider adopting design and specification criteria for attachments to city utility poles and infrastructure prior to renegotiating pole attachment agreements. Currently the City does not have any formal processes in place related to the permitting, installation or design of attachments to our systems, but rather relies upon standards set forth in the National Electric Safety Code.

Chapter 284 LGC and Chapter 66 Utilities Code provide that a municipality has the authority to exercise police powers and enact standards related to wireless and wired attachments to poles and other public infrastructure. Based upon research, staff found numerous examples of pole attachment and design processes, which have been adopted by municipalities and utility providers. In consultation with our Electric Department and Public Works Director, staff recommends the Council consider adopting the design and specifications in place for CPS Energy (San Antonio) as it provides for a comprehensive manual addressing design standards, make ready, applications, permitting, violations and fees for the various types of pole attachments and provides for enforcement authority for provisions of the manual.

A draft ordinance, which was prepared in consultation with and reviewed by the City Attorney, is provided for Council's consideration to adopt pole attachment standards and specifications to the Code of Ordinances. The CPS Manual is available for Council to review if desired, however has not been included in the packet due to volume.

Recommendation:

Discussion Only

CITY OF LAMPASAS

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE LAMPASAS CODE OF ORDINANCES, CHAPTER 82 (UTILITIES) BY ADDING NEW ARTICLE VIII TO BE ENTITLED “POLE ATTACHEMENT, STANDARDS AND SPECIFICATIONS”; PROVIDING COMPREHENSIVE POLE ATTACHMENT REGULATIONS; ESTABLISHING THE PERMITTING AND APPROVAL PROCESS FOR POLE ATTACHMENTS; ESTABLISHING DESIGN STANDARDS AND CRITERIA FOR SAME; ADOPTING A FEE SCHEDULE FOR POLE ATTACHMENTS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to its authority provided by the State of Texas and its Home Rule Charter, to protect the health safety and welfare of the public and citizens of the City of Lampasas, after evaluation and input from the City management and staff, the City Council has determined it is a necessary priority to take steps at this time to promulgate and adopt regulations and standards related to the use, permitting and fees for use of certain public infrastructure; and

WHEREAS, as one component to its adoption of regulations and standards the City desires to implement processes and specifications that will ensure that all entities seeking to make attachments or use of public poles and related rights-of-ways (public infrastructure) have regulations under which to operate in the safest manner possible; and

WHEREAS, Texas Local Government Code Chapter 284 and Texas Utilities Code Chapter 66 provide municipalities, such as the City, with the authority to exercise their police powers to enforce regulations and standards overseeing the management and use of public right-of- ways within their jurisdictions; and

WHEREAS, the City Council desires to provide for a non-discriminatory use of the public right-of-ways and public poles within its jurisdiction, by providing a uniform set or standards, regulations and criteria to be applied to all applicants seeking access to the City owned or controlled right-of-ways and/or any public infrastructure, including, but not limited to poles; and

WHEREAS, the City hereby adopts pole attachment design standards and criteria, as designed and implemented by ‘CPS Energy,’ which will ensure that the City is able to enforce regulatory guidelines for pole attachments on public infrastructure (within the communications space of utility poles) in accordance with National Electric Safety Code (NESC);

WHEREAS, the City hereby adopts the Fee Schedule related to pole attachments and use of City rights-of-way for communications networks, as applicable, as set forth herein below.

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

Part 1. The City of Lampasas Code of Ordinances, Chapter 82, entitled “Utilities: is hereby amended to add new Article VIII, as follows:

Chapter 82 UTILITIES

Article VIII - Pole Attachment Standards and Specifications

Sec. 82.600 Purpose of Pole Attachment Standards and Design Specifications /Applicability

The regulations provided in this Article and the design criteria incorporated in this Article shall establish pole attachment standards for the welfare and protection of the public and to provide technical regulations and criteria for use in design and engineering of pole attachments be attached to city owned utility infrastructure. The responsibility for proposing the design of any attachments to city infrastructure is initially and principally the responsibility of the design engineer representing an applicant for a pole attachment. The City has final approval authority over all engineering and installation proposed to be placed on any City infrastructure. The intent of these pole attachment regulations is to set forth and implement design principles and practices for pole attachments in accordance with state laws and industry best practices. This Article shall apply to all utilities owned or operated by the City of Lampasas whether inside or outside the corporate limits but within the certificated area of the city's utility.

Sec. 82.601 Pole Attachment Standards Criteria Manual

The City of Lampasas hereby adopts and incorporates all applicable sections of the CPS Energy Pole Attachment Standards. (CPS Standards) Pole attachments/facilities shall be designed and constructed in compliance with this manual, version 3.0 as adopted by CPS Energy in the CPS Standards, on January 1, 2018, and as amended. The Public Works Director shall have the discretion to determine if a proposed attachment complies with design criteria outlined in the CPS Standards or if other more stringent regulations based upon the National Electric Safety Code standards shall be applicable. City Staff shall modify applicable forms contained within the CPS Standards to conform to the needs of the City. All references in the CPS Standards shall be read to refer to the City of Lampasas for purposes of application of the standards to the City.

Sec. 82.601 Fee Schedule

The City of Lampasas' Fee Schedule is hereby amended to incorporate the applicable fees for permitting, make ready, attachments or other services and violations as reflected in the CPS Standards. The City Council may amend these fees at any time by taking formal action to do so. All fees assessed by the City shall comply with state law or regulatory authority having jurisdiction over said attachments.

Part 2: All ordinances and resolutions, or parts thereof, in conflict with this Ordinance, if any, are hereby repealed, and are no longer of any force and effect.

Part 3: If any provision of this Ordinance or application thereof to any person or circumstances shall be held to be invalid, such invalidity shall not affect the other provisions, or application thereof, and other valid portions of this Ordinance which can be given effect without the invalid provisions or application shall be given same, and to this end, the provisions of this Ordinance are hereby declared to be severable.

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

READ AND APPROVED on First Reading this _____ day of _____, 2019

READ AND ADOPTED on Second Reading this _____ day of _____, 2019

ADOPTED:

ATTEST:

Misti Talbert, Mayor

Christina Marez, City Secretary

APPROVED AS TO FORM:

Jo-Christy Brown

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


City Manager

ITEM NO. 13

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

Subject:

Public Hearing to receive citizen comments regarding a request to consider approval, denial, or approval with modification(s) the Pecan Street Final Replat of a part of the East ½ of Block 25, Old Town of Lampasas, Texas as recorded in Cabinet 1, Slide 33, Plat records of Lampasas County, commonly known as 802 S Pecan.

Requested By: Becky Sims, Assistant City Secretary

Submitted By: Becky Sims, Assistant City Secretary

Date Submitted: September 5, 2019

For the Agenda of: September 9, 2019

Procurement and Funding Statement:

Attachments: Staff Report/ Plat

Summary Statement:

Ron Farr is asking to consider approval, denial or approval with modification(s) the Pecan Street Final Replat with variances. The lots will meet the Single Family Residential-8 "SF-8" Zoning Regulations based on the variances approved August 20, 2019 through the Zoning Board of Adjustment. SF-8 is an allowed use in Two-Family Residential District (Duplex). Staff mailed eighteen (18) notices to property owners within 200 feet of the property. No letters have been received either approving or protesting the request.

The Planning & Zoning Commission recommended approval of the Pecan Street Replat with variances on September 5, 2019.

Recommendation:

Discussion Only

City of Lampasas Staff Report
Planning and Zoning
(Farr Final Pecan Street Replat)

Subject Property	The property is described as part of the East ½ of Block 25, Old Town of Lampasas, Texas as recorded in Cabinet 1, Slide 33, Plat records of Lampasas County, commonly known as 802 S Pecan.
Request	<p>Ron Farr is requesting final approval to replat the .50 acres into 3 lots. The lots will meet the Single Family Residential-8 “SF-8” Zoning Regulations based on the variances approved August 20, 2019 through the Zoning Board of Adjustment. SF-8 is an allowed use in Two-Family Residential District (Duplex)</p> <p>The approved variances are as follows:</p> <p><u>Lot 1</u> Lot size from 8,000 to 7,798 Lot depth from 110 to 99.71</p> <p><u>Lot 2</u> Lot size from 8,000 to 6,987 Lot depth from 110 to 101.17 Lot width from 70 to 69</p> <p><u>Lot 3</u> Lot size from 8,000 to 6,987 Lot depth from 110 to 100.90 Lot width from 70 to 69</p>
Characteristics	The property is zoned Two-Family Residential District (Duplex), the area surrounding the property is Multi-Family, Retail, and Light Industrial.
Notification	Staff mailed eighteen (18) notices to property owners within 200 feet of the applicant’s property. As of the date of this report no letters have been received approving or protesting the request.
Utilities	Water, sewer and electric will all be provided by the City of Lampasas.

FARR

Map



Data displayed were gathered by the City of Lampasas for municipal purposes. No guarantee is made regarding suitability for any other use or purpose.



08/30/19 13:22



FARR

FINAL PLAT OF
PECAN STREET REPLAT
 A REPLAT OF A PART OF THE EAST 1/2 OF BLOCK 25, OLD TOWN OF LAMPASAS, TEXAS AS
 RECORDED IN CABINET 1, SLIDE 33, PLAT RECORDS OF LAMPASAS COUNTY, TEXAS.

TAX CERTIFICATE:

The Lampasas County Appraisal District, the taxing authority for all taxing entities in Lampasas County, Texas, does hereby certify that there are currently no delinquent taxes owing on the property described by this plat.

Melissa Gonzales
 Chief Appraiser

CITY OF LAMPASAS

Approved this the _____ day of _____, 20____, by the City Council of the City of Lampasas, Lampasas County, Texas, after public hearing before the City Council on the _____ day of _____, 20____, City of Lampasas, Texas.

Marti Tolbert
 Mayor, City of Lampasas
 Christina Mirco
 Attest: City Secretary

PLANNING & ZONING COMMISSION APPROVAL:

Approved this _____ day of _____, 20____, after public hearing before the Planning & Zoning Commission and recommended for approval to City Council, City of Lampasas, Texas on _____ day of _____, 2019.

Jeff Jackson
 Chairman, Planning & Zoning Commission
 Becky Sims
 Attest: Asst. City Secretary

OWNER'S CERTIFICATION:

STATE OF TEXAS § KNOW ALL MEN BY THESE PRESENTS
 COUNTY OF LAMPASAS §
 That I, Ron Farr, President of Farr & Farr Spring Creek Construction, Ltd, the owner of the property described in a Warranty Deed with Vendor's Lien dated July 31, 2019 and recorded in Volume 559, Page 210 of the Deed Records of Lampasas County, Texas, do in all things adopt and approve this plat.

Ron Farr, President

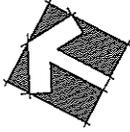
STATE OF TEXAS § KNOW ALL MEN BY THESE PRESENTS
 COUNTY OF LAMPASAS §
 Before me, the undersigned authority, on this day personally appeared Ron Farr, known unto me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein stated.

Given under my hand and seal of office this _____ day of _____, 20____.

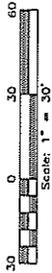
Natley Public, _____ County

PLAT NOTES:

- TOTAL ACREAGE: 0.50 ACRE
- NO. OF LOTS: 3
- USE: ZONED 2F ... RESIDENTIAL USE
- DEVELOPER: FLO BOX 489 LAMPASAS, TEXAS 76550
- ELECTRICAL SERVICE PROVIDED BY THE CITY OF LAMPASAS
- WATER PROVIDED BY THE CITY OF LAMPASAS
- SEWER SERVICE PROVIDED BY THE CITY OF LAMPASAS
- MAP #480430 0005 B DATED JUNE 15, 1982
- ALL LOTS LIE WITHIN THE FULL PURPOSE CITY LIMITS OF LAMPASAS
- THIS PLAT IS SUBJECT TO THE ZONING AND SUBDIVISION ORDINANCES IN EFFECT AT THE TIME OF PLAT (OCTOBER 21, 2014).
- VARIANCES:
 LOT 1: LOT AREA FROM 8,000 sq ft to 7,798 sq ft
 DEPTH VARIANCE FROM 110' TO 99.71'
 LOT 2: LOT WIDTH FROM 70' to 69'
 LOT AREA FROM 8,000 sq ft to 6,987 sq ft
 DEPTH VARIANCE FROM 110' TO 101.17'
 LOT 3: LOT WIDTH FROM 70' to 69'
 LOT AREA FROM 8,000 sq ft to 6,974 sq ft
 DEPTH VARIANCE FROM 110' TO 100.90'

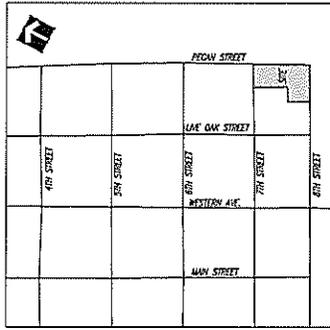


BEARINGS BASED ON
 2011 NAD 83
 COORDINATE SYSTEM,
 CENTRAL ZONE NAD 83.

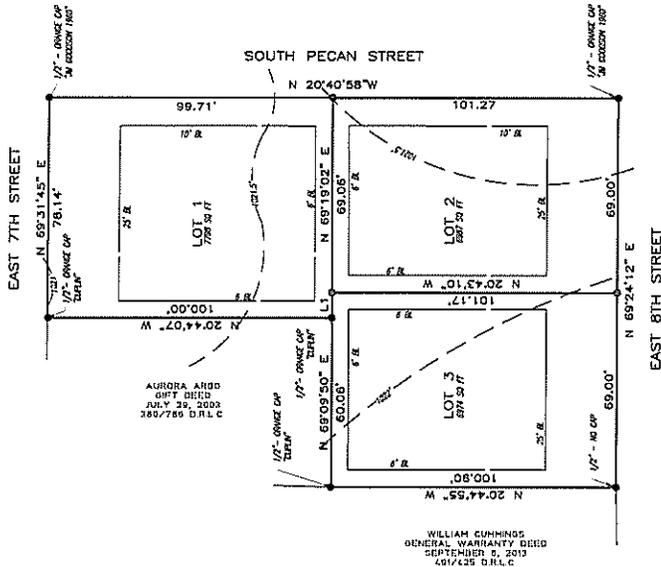


LEGEND:

- 1/2" IRON PIN SET
- 3/4" YELLOW CAP TCC 4A37
- 1/2" IRON PIN FOUND (AS NOTED)
- CALL DEED RECORDS LAMPASAS CO.



VICINITY MAP
 (N.T.S.)



LINE TABLE	
NO.	LENGTH
L1	N 89°19'02" E 63.99'

COUNTY CLERK'S APPROVAL:

STATE OF TEXAS § KNOW ALL MEN BY THESE PRESENTS
 COUNTY OF LAMPASAS §

I, Connie Hartmann, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with it's certificate of authentication was filed for in my office on the _____ day of _____, 20____, A.D., at _____ o'clock _____ M., in the Plat Cabinet _____ Slide _____ TO CERTIFY WHICH, WITNESS my hand and seal at the County Court of said County, the date last shown above written

Connie Hartmann, County Court Clerk,
 Lampasas County, Texas



TRIPLE C SURVEYING CO.
 21214 FM 963 - Lampasas, Texas 76550
 (512) 845-5440
 email: ccsurveying@triplec.com
 www.triplecsurveying.com Firm No. 10193916

JOB No. 162713
 DRAWN: CCC
 SHEET: 1 OF 1

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City Manager

ITEM NO. 1.4

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

Subject:

Public Hearing to receive citizen comments regarding a request to consider approval, denial, or approval with modification(s) the Brodie Estates Final Replat of lots 2, 3 & 4 in Lampasas Texas, Lampasas County.

Requested By: Becky Sims, Assistant City Secretary

Submitted By: Becky Sims, Assistant City Secretary

Date Submitted: September 5, 2019

For the Agenda of: September 9, 2019

Procurement and Funding Statement:

Attachments: Staff Report/ Plat

Summary Statement:

Stephen McDonald, S2M2, Inc. is asking Council to consider approval, denial or approval with modification(s) of the Brodie Estates Final Replat. The lots will meet the Single Family Residential-6 "SF-6" Zoning Regulations. The proposed development is 6.70 acres and the developer plans on building 22 homes and one drainage pond. Staff mailed thirty seven (37) notices to property owners within 200 feet of the property. Two (2) letters have been received approving the request.

The Planning & Zoning Commission recommended approval of the Brodie Estates Replat on September 5, 2019.

Recommendation:

Discussion Only

City of Lampasas
Staff Report (Brodie Estates)
Planning and Zoning Board

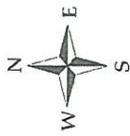
Subject Property	The property is described as a replat of lots 2, 3 & 4 Brodie Estates, Burleson. J Abstract 42, City of Lampasas, Lampasas County, Texas
Summary	Mr. Stephen McDonald, S2M2, Inc. is asking the Commission to consider approval of the Final Plat of Brodie Estates. The proposed development is 6.70 acres and they plan on building 22 homes. The lots meet the zoning requirements for Single Family Residential- 6 “SF-6”
Characteristics	This property is located within Lampasas City Limits. The 6.70 acres is zoned Single Family Residential-6 “SF-6”. The area surrounding the property is zoned Single Family Residential-6 “SF-6” and Retail “R”.
Notifications	Staff mailed thirty seven (37) certified letters to property owners within a 200 foot radius. As of the date of this report 2 letters have been returned in favor of the request.
Utilities	City Water, Sewer and Electric are available.

Map



- City Street Labels
- City Streets
- Regional Road Labels
- US Hwy
- FM Road
- County Road
- City Street
- Private Road
- TxRRC Railroad
- Extra-territorial Jurisdiction
- City Limits
- LCAD Property ID Points
- Parcels
- Original Texas Land Surveys

Data displayed were gathered by the City of Lampasas for municipal purposes. No guarantee is made regarding suitability for any other use or purpose.



0 0.01 0.02 0.03 mi

08/13/19 10:34

BRODIE ESTATES

FINAL PLAT OF
BRODIE ESTATES
 A REPLAT OF LOTS 2, 3 & 4 BRODIE ESTATES, A SUBDIVISION IN THE
 CITY AND COUNTY OF LAMPASAS, TEXAS

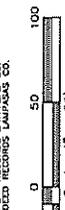
NO.	DIRECTION	LENGTH
L1	N 04°16'04" W	104.36'
L2	N 04°15'04" W	31.49'
L3	N 02°21'54" W	72.87'
L4	N 02°21'54" W	104.36'
L5	N 19°01'06" E	69.20'
L6	N 20°00'47" E	28.32'
L7	N 18°05'08" E	38.27'
L8	S 71°35'42" E	61.00'
L9	S 72°30'18" E	60.82'
L10	S 72°05'57" E	60.97'
L11	S 71°35'54" E	65.94'
L12	N 13°38'14" W	101.97'

NO.	DIRECTION	LENGTH
L13	N 71°30'34" W	100.98'
L14	S 40°10'21" E	40.84'
L15	S 72°17'00" E	92.02'
L16	N 55°01'06" E	10.87'
L17	S 71°35'42" E	5.95'
L18	S 71°35'54" E	10.84'
L19	S 71°45'43" E	21.14'
L20	S 18°13'08" W	21.49'
L21	S 18°16'08" W	31.22'
L22	N 71°16'36" W	5.92'
L23	S 72°17'00" E	5.76'
L24	N 62°43'00" E	9.92'



BEARINGS BASED ON
 THE 1983 NAD 83
 COORDINATE SYSTEM
 CENTRAL ZONE NAD 83.

LEGEND:
 ● 1/4" YELLOW CAP "A" MARK
 ○ BLOCK NO.
 ○ UTILITY MARKERS
 ○ U.S. DEPARTMENT OF AGRICULTURE
 ○ PLAT RECORDS LAMPASAS CO.
 ○ SALLI BIRD RECORDS LAMPASAS CO.



VICINITY MAP (N.T.S.)

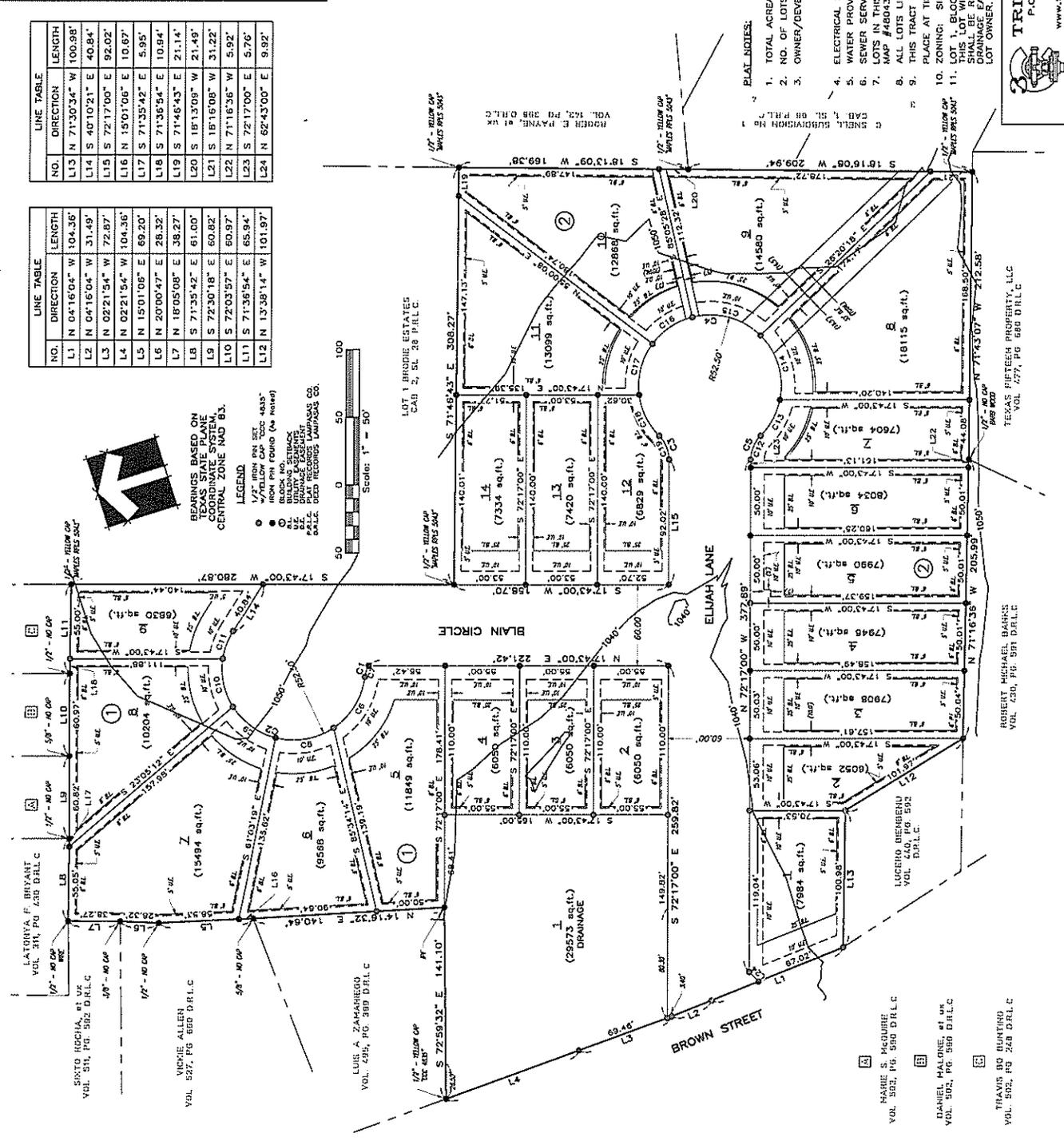
NO.	DELTA	RADIUS	ARC	CHORD	DIRECTION	CHORD	DISANCE
C1	24°31'07"	20.50'	8.77'	N 53°43'57" W	8.71'		
C2	205°49'09"	52.50'	188.59'	N 30°55'04" E	102.35'		
C3	44°47'29"	25.00'	19.54'	N 85°19'15" E	19.05'		
C4	269°34'58"	52.50'	247.02'	S 17°43'00" W	74.52'		
C5	44°47'29"	25.00'	19.54'	N 49°53'16" W	19.05'		
C6	49°33'20"	52.50'	45.41'	S 41°12'30" E	44.01'		
C7	24°31'07"	20.50'	8.77'	S 53°43'57" E	8.71'		
C8	49°33'46"	52.50'	44.50'	S 07°50'43" W	43.18'		
C9	43°25'56"	52.50'	39.80'	S 53°50'34" W	38.85'		
C10	40°22'15"	52.50'	36.89'	N 84°15'20" W	36.23'		
C11	23°53'51"	52.50'	21.90'	N 52°07'17" W	21.24'		
C12	44°47'29"	25.00'	19.54'	S 49°53'16" E	19.05'		
C13	33°24'40"	52.50'	30.61'	S 44°11'51" E	30.18'		
C14	56°40'51"	52.50'	51.94'	S 89°14'37" E	49.84'		
C15	59°15'15"	52.50'	54.29'	N 32°47'20" E	51.91'		
C16	39°14'42"	52.50'	35.98'	N 16°27'38" W	35.26'		
C17	43°25'54"	52.50'	39.81'	N 57°48'26" W	38.86'		
C18	37°32'37"	52.50'	34.40'	S 81°14'49" W	33.79'		
C19	44°47'29"	25.00'	19.54'	S 85°19'15" W	19.05'		

PLAT NOTES:

- TOTAL ACRES: 6.70 ACRES
- NO. OF LOTS: 23 (22 RESIDENTIAL, 1 DRAINAGE)
- OWNER/DEVELOPER: STEPHEN McDONALD/SM2, INC. 801 NARUNA ROAD LAMPASAS, TEXAS 76550
- ELECTRICAL SERVICE PROVIDED BY THE CITY OF LAMPASAS
- WATER PROVIDED BY THE CITY OF LAMPASAS
- SEWER SERVICES PROVIDED BY THE CITY OF LAMPASAS
- MAP #48430, COORDINATE SYSTEM TO BE WITHIN ZONE C PER FEMA
- ALL LOTS LIE WITHIN THE FULL PURPOSE CITY LIMITS OF LAMPASAS
- THIS TRACT IS SUBJECT TO THE ZONING AND SUBDIVISION ORDINANCES IN PLACE AT TIME OF PLAT (JUNE, 2019).
- ZONING: SINGLE FAMILY RESIDENTIAL 6 DISTRICT.
- NO. OF LOTS TO BE CONVEYED FOR DRAINAGE/DEVELOPMENT IMPROVEMENTS: THIS LOT WILL BE CONVEYED TO THE CITY OF LAMPASAS FOR DRAINAGE/DEVELOPMENT IMPROVEMENTS WITHIN THE LOT. ALL OTHER DRAINAGE EASEMENTS SHOWN ON THE PLAT SHALL BE MAINTAINED BY THE LOT OWNER.

TRIPLE C SURVEYING Co.
 P.O. Box 544, Lampasas, Texas 76550
 Phone: 254-793-1111
 Email: admin@triplecsurveying.com
 Website: www.triplecsurveying.com Firm No. 10183916

JOB No: 171027
 DRAWN: KEN
 SHEET: 1 OF 2





August 29, 2019

Gary Cox
Assistant City Manager
City of Lampasas
312 E Third Street
Lampasas, TX 76550

**Re: Final Plat Summary Letter - Revised
Brodie Estates Subdivision
Lampasas, Texas**

Dear Mr. Cox:

Please accept this final plat summary letter, on behalf of the Owner/Developer S2M2, Inc., for a residential subdivision, Brodie Estates, in Lampasas, Texas. The project site consists of 6.70 acres described as Lots 2, 3, and 4 of Brodie Estates and is proposed to be re-subdivided into 23 lots (22 single family lots and 1 drainage/detention lot) with the same subdivision name. The site is generally located to the east of Brown Street between the intersection of Brown Street with Cloud Street and Hillcrest Drive within the full-purpose jurisdiction of the City of Lampasas. The site is currently zoned SF-6 (Single Family Residential 6) which allows for the proposed use.

The preliminary plat proposing to subdivide the property into 23 lots was approved by the Lampasas City Council on May 10, 2019 and entitles the development. The civil plans for the subject development were also approved on August 15, 2019 and a revision to add a detention pond on Lot 1, Block 1 will be submitted in the near future. On behalf of S2M2, Inc., EEI is requesting approval of the final plat for Brodie Estates pending approval of the Development Agreement, between S2M2 and the City of Lampasas, which is intended to waive the Performance Bond requirement for public infrastructure improvements.

The proposed final plat substantially conforms to the City of Lampasas requirements and the previously approved Preliminary Plat.

If you should have any questions or need additional information regarding the Brodie Estates development, please feel free to contact us at 512-556-8160.

Sincerely,

ECKERMANN ENGINEERING, INC.

A handwritten signature in blue ink that reads 'Sam Walker'.

Sam N. Walker, P.E.
Vice President

Attachments: Final Plat

WRITTEN COMMENTS FOR A CHANGE REQUEST
(Brodie Estates Final Replat Request 090519)

I own 1316 Cloud St, [address] in Lampasas, Texas.

At this time, I (do) or (do not) plan to attend the Public Hearing noted above.

Note, you are welcome to attend, even if you indicate on this form that you do not plan to do so.

As a property owner who may be affected by the requested change, I want the Board to know that I, (protest) or (approve) the request that the Applicant has asked the Board to grant.

Please place a check mark beside your choice above.
and/or

Note any reasons or concerns you want the Board to consider in the spaces below.

My support/objection to the request is because:

(1) _____

(2) _____

(3) _____

(Further information may be written on back of this sheet, if additional space is needed.)

Signed Rodger Payne Date 22 AUG 2019, 20____

Written Form Received by City Staff on: 8-26-19, 20____ by BJLins.

**WRITTEN COMMENTS FOR A CHANGE REQUEST
(Brodie Estates Final Replat Request 090519)**

I own 202 + 201 Riverview + 205 Water St, [address] in Lampasas, Texas.

At this time, I (do) **or** (do not) plan to attend the Public Hearing noted above.

Note, you are welcome to attend, even if you indicate on this form that you do not plan to do so.

As a property owner who may be affected by the requested change, I want the Board to know that I, (protest) or (approve) the request that the Applicant has asked the Board to grant.

**Please place a check mark beside your choice above.
and/or**

Note any reasons or concerns you want the Board to consider in the spaces below.

My support/objection to the request is because:

(1) _____

(2) _____

(3) _____

(Further information may be written on back of this sheet, if additional space is needed.)

Signed M.L. Ellis Date 08.23.19, 20____

Written Form Received by City Staff on: 8.28.19, 20____ by BJM.

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City Manager

ITEM NO. 1.5

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

Subject:

Public Hearing to receive citizen comments regarding an Ordinance of the City Council of Lampasas, Texas, amending Chapter 22, Article V, Section 22-321 (a) (3) of the Code of Ordinance of the City of Lampasas, Texas related to temporary permits for “Mobile Food Vendor Units”

Requested By: Becky Sims, Assistant City Secretary

Submitted By: Becky Sims, Assistant City Secretary

Date Submitted: September 5, 2019

For the Agenda of: September 9, 2019

Procurement and Funding Statement:

N/A

Attachments: Draft Ordinance

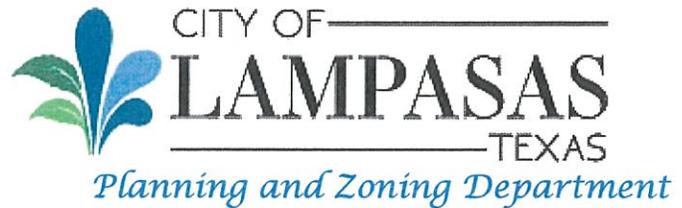
Summary Statement:

The City of Lampasas Food Truck Ordinance was adopted in March 2015. Since the Ordinance was adopted we have only issued a few permits. In the past two years the interest in food trucks in Lampasas outside of community events has become more popular. In reviewing the Ordinance, fee schedule and listening to citizen’s feedback, Staff feels it is in the City’s best interest to modify the temporary permit timeframe. Currently it reads that the temporary permit must be issued for 14 consecutive days, Staff is proposing to alleviate the consecutive days stipulation to allow more flexibility based on the needs of the vendor. To regulate and monitor the 14 day usage Staff will require a calendar of when the 14 days will be used. This of course can be modified; however it will be used as an accountability measure to ensure compliant with the Zoning Regulation.

Recommendation:

Discussion Only

MEMO



September 5, 2019

To: Planning and Zoning Commission
From: Becky Sims, Assistant City Secretary
Re: Food Truck Ordinance

Attached is the Draft Ordinance amending the City of Lampasas' Zoning Regulation in regards to temporary food truck permits. Currently the Ordinance stipulates that the temporary use must be for 14 consecutive days. The amendment would allow more flexibility in utilizing the 14 day period.

Thank you for your consideration,

A handwritten signature in black ink that reads "Becky Sims". The signature is written in a cursive, flowing style.

Becky Sims, Assistant City Secretary
City of Lampasas

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAMPASAS, TEXAS, AMENDING CHAPTER 22, ARTICLE V, SECTION 22-321 (a)(3) OF THE CODE OF ORDINANCE OF THE CITY OF LAMPASAS, TEXAS ~~TO ADD ARTICLE V RELATED TO TEMPORARY PERMITS FOR THE REGULATION OF “MOBILE FOOD VENDOR UNITS”;~~ ~~AND AMENDING APPENDIX A “FEE SCHEDULE”, CHAPTER 22. BUSINESSES, TO INCLUDE ARTICLE V “MOBILE FOOD VENDOR UNIT” FEES RELATED TO SAME;~~ PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lampasas, Texas is a Home Rule municipality incorporated and operating under the Laws of the State of Texas; and

WHEREAS, as a Home Rule municipality, the City of Lampasas ~~has is authorized by the State to promulgated~~ regulations that protect the health, safety and welfare of its citizens, including those related to the operation of Mobile Food Vendor Units, that operate within the City’s corporate jurisdiction; and

WHEREAS, the City of Lampasas has determined that it is in the best interest of the health, safety and welfare of its citizens to ~~amend those regulations related to temporary permits for regulate certain business activities and land uses within the City, including~~ the operation of Mobile Food Vendor Units, otherwise locally referred to as “food trucks,” when they operate within the City, ~~as detailed herein below;~~ and

~~WHEREAS, in order to accomplish these necessary goals and objectives, the City of Lampasas now finds it necessary to add certain definitions, rules and regulations pertaining to the issuance of permits for those activities associated with Mobile Food Vendor Units, and related activities, within the municipal corporate limits.~~

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

Part 1: The City’s Code of Ordinances, Chapter 22, Article V, Section 22-321, shall be amended as follows:

Section 22-321. Required Permits

A Mobile Food Vendor Certificate of occupancy and a separate health permit issued by the State are required for each Mobile Food Vendor Unit. Mobile Food Vendor Certificates and State of Texas issued health permits shall be issued in accordance with the provisions in this Section. Health permits shall comply with the provisions of this Section.

- a) Mobile Food Vendor Certificate
 - 1) All Mobile Food Vendor Units shall obtain Mobile Food Vendor Certificate for each specified location where food/beverage preparation and/or sales to the public are to take place from a Mobile Food Vendor Unit. Unless otherwise specified in this Article, a Mobile Food Vendor Certificate is valid for the following periods:

- i. ~~(no change). Annual Permit—a Mobile Food Vendor Certificate for a Mobile Food Vendor Unit that is valid for a period of one (1) year from the date of issuance.~~
- ii. ~~(no change) Seasonal Permit—a Mobile Food Vendor Certificate for a Mobile Food Vendor Unit that is valid for one hundred eighty (180) days from the date of issuance.)~~
- iii. Temporary Permit - a Mobile Food Vendor Certificate for a Mobile Food Vendor Unit that is valid for fourteen (14) ~~consecutive~~ days, beginning on the date specified in the Certificate that authorizes the operation of a Mobile Food Vendor Unit at the specific location(s) in the City. A calendar outlining detailing the applicable 14 days of operation allowed under the Temporary Permit will be required to be submitted by the applicant to the City's, prior to the City's approval of same and issuance of the Temporary Permit. -in connection with a permitted Special Event.

Part 32: If any section or part of a section of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, that holding shall not invalidate or impair the validity, force or effect of any other section or part of a section of this ordinance or Code of Ordinances, City of Lampasas, Texas.

Part 43: This Ordinance supersedes and repeals all ordinances or parts of ordinances specifically amended herein as currently contained the existing ordinances of the City, if any; however, such present ordinances shall remain in full force and effect until the effective date of this ordinance.

Part 54: 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 ___ DAY OF August, 2019.

PASSED AND ADOPTED ON SECOND READING ON THE ___ DAY OF August, 2019.

APPROVED:

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)

**MINUTES OF REGULAR MEETING OF THE GOVERNING BODY
OF THE CITY OF LAMPASAS, TEXAS
CITY COUNCIL CHAMBERS
405 SOUTH MAIN STREET
Monday, August 26, 2019**

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

Council Members present:

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

Council Members absent:

None

City Staff Present:

Gary Cox, Assistant City Manager
Christina Marez, City Secretary
Becky Sims, Assistant City Secretary
Yvonne Moreno, Finance Director
Mandy Walsh, Economic Development Director
Kristy Acevedo, Network Administrator
Jody Cummings, Assistant Police Chief
Chris Eicher, Parks & Recreation Director
Ronnie Wither, Fire Marshal
Jeffry Smith, Fire Chief
Tyler Gillis, Firefighter/Driver Pump Operator
Corey Greiner, Fire Shift Captain
Colton Baker, Firefighter
Shane Wolfe, Part-time Firefighter
Van Sims, Water/Wastewater Operations Manager

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

1. Call to order Workshop Session

Mayor Talbert called the workshop session to order at 5:31 p.m.

2. Discussion regarding drainage for Brodie Estates

Gary Cox, Assistant City Manager, explained that the developers for Brodie Estates Subdivision were present to discuss drainage improvements to the subdivision and possible mitigation of downstream impacts.

Discussion included:

- There was a drainage study done by the City but was rejected by property owners.
 - The developers and their Engineer reviewed the drainage issues and possible solutions.
 - Chris Harrison, developer, said that their development does not need the detention pond, however, it would be a benefit to the City with drainage issues for the future. They are losing an acre and one half by putting in the detention pond, however, it would help the City provide a five percent reduction in flow.
 - The City considered participating in the costs for a detention pond and it would be included in the development agreement.
 - Discussion on the historical drainage issues that generate from Georgetown Road.
 - The drainage issues are not because of this development, it has existed.
 - Suggested to seek an engineering proposal related to drainage improvements and possible mitigation of the downstream impacts.
3. Discussion regarding approval, denial or approval with modifications to the Lampasas County Chamber of Commerce Marketing Plan for FY 2020 Budget.

As part of the FY 2020 Budget Review, Council reviewed a Marketing Plan from the Lampasas County Chamber of Commerce. Council discussed approving \$3,603.00 for marketing.

4. Discussion regarding Lampasas County Chamber of Commerce Tourism and Visitor Center Agreement with the City of Lampasas

There was discussion and review with Melissa Unger, Executive Chamber Director, on the Tourism and Visitor Agreement with the City.

Discussion included:

- Chamber website and redesign
- The City just changed their logo, is the Chamber considering doing the same
- Brochures and publications
- Events

5. Discussion regarding Lantern Lighting Event

Becky Sims, Assistant City Secretary, explained that Council Member Toups, Parks and Recreation Director Chris Eicher, Melissa Unger, Chamber of Commerce along with other members of the community have been planning a Lantern Lighting Event. The idea is to bring the community together with a sunset lantern release into W.M. Brook Park Sulphur Creek; while enjoying live music and foods from various food trucks. The lanterns and candles will be biodegradable and will be supplied by the committee. There will be a small donation of \$5.00 to sign-up that will benefit Christmas on the Creek. The event will be held on November 9, 2019 from 5:00 p.m. to 8:00 p.m.

Sims noted that there is an action item on the agenda for Council consideration.

6. Discussion regarding board term expirations and current vacancies

Becky Sims, Assistant City Secretary, explained that in September of each year, City Council reviews the board term expirations. Currently, there will be 21 board terms expiring September 30, 2019. There are

currently the following vacancies – 3 Alternates and 1 Regular for the ZBA Board; 1 Boys & Girls Rep on the Parks Board; 1 P&Z Board and 1 CBAA Alternate. City Staff has begun giving those board members with expiring terms applications to renew. During this time, the City will begin promoting volunteer opportunities for those whom may have an interest in one or more of the Boards.

7. Discussion regarding FY 2020 Budget

Gary Cox, Assistant City Manager, explained that this item was placed on the workshop agenda to allow Council the opportunity to discuss modifications to the FY 2020 Budget. A memorandum from the City Manager was handed to Council. He reviewed the memorandum with Council, which was a budget recommendation that explained that the City Manager, Assistant City Manager and Chief of Police reviewed several modifications to the FY 2020 Budget. The modifications resulted in a balanced budget without any increases to the Tax Rate or Utility Rates. Comments on modifications included:

- Garbage increase – The modification represents a \$1.25 per month increase on commercial and residential hand pick-up and will be in addition to any CPI increase as allowed by contract.
- Salary adjustments – Adjustments are identified for 6 Exempt personnel, 3 Administrative personnel, 10 Police Officers, and 5 Electric personnel. Additionally, the Police Department will institute a starting salary for newly Certified Officers at \$20.17. Salary ranges per grade have not been adjusted, therefore no adjustments are necessary to bring employee pay within new ranges.
- COLA @ 2% - Burdened COLA for all employees. 2019 Social Security COLA was 2.5% and projected 2020 COLA is 1.8%.
- Auto Clave – The Water/Wastewater Department currently has an operational Auto Clave for the lab and the new expenditure is not necessary at this time.
- Street Materials – The budget line was reduced by 25%.
- Court Revenue – Increased slightly by approximately 1.5% based on increased collections.

Though the memorandum indicated Tax Rate increase, Council member Clark was still fine with a small increase.

Mayor Talbert expressed the following information:

- Tax Rate – 60% goes to LISD; 24% goes to the County and 16% goes to the City
- City services have increased but the last tax rate increase was in 2011.
- Council does everything to avoid increasing taxes, but the City cannot continue to use the Electric Revenue to pay for increased services to the citizens of the City.
- She challenged any citizen to see what service they are getting from the County for the 24% they pay on taxes to them.

8. Discussion regarding any item on the regular agenda

There was no discussion.

9. Adjourn Workshop Session

Council member Clark moved to adjourn the workshop session at 6:48 p.m. The motion was seconded by Council member Toups and with a unanimous vote, the motion carried.

A brief break was taken before going into regular session.

REGULAR SESSION

7:00 P.M.

ANNOUNCEMENTS

A. Call to Order

B. Invocation and Pledge of Allegiance

Jeffry Smith, Fire Chief, gave the invocation the Pledge of Allegiance to U.S. and Texas flags were recited.

C. Presentations and Proclamations

- Proclamation of September as Library Card Sign-up Month

Mayor Talbert read out loud the proclamation and proclaimed September as Library Card Sign-up Month.

	PUBLIC HEARINGS/CITIZEN COMMENTS
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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.
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There were no citizen comments.

1.2	Public Hearing concerning the proposed tax rate upon all property subject to taxation within the City of Lampasas, Texas for the 2019 tax year for the use and support of the Municipal Government of the City of Lampasas for the fiscal year beginning October 1, 2019 and ending September 30, 2020; apportioning said levy among the various funds and items for which revenue must be raised including providing a sinking fund for the retirement of the bonded debt of the City, and establishing an effective date.
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Mayor Talbert explained that this is a Public Hearing on the 2019 tax year proposed property tax rate. Because the proposed rate will exceed the rollback rate, adjusted for sales tax, or the effective tax rate, (whichever is lower), this public hearing must be held on the proposed tax rate. The proposed tax rate is a total rate of \$0.420000 per \$100 valuation. Of this total rate, \$0.085798 will be the 2019 debt tax rate and \$0.334202 will be for the operations and maintenance of the General Fund of the City of Lampasas.

Mayor Talbert opened the public hearing for any citizen comments.

Tom York, citizen, asked if Council was voting to increase the tax rate.

Mayor Pro Tem Monroe announced that the meeting for the City Council to adopt the proposed tax rate will be Monday, September 9, 2019 at 7:00 p.m. at the City Council Chambers located at 405 S. Main Street, Lampasas, Texas.

After no further comments, Mayor Pro Tem Monroe moved to close the public hearing. The motion was seconded by Council member Kuehne and with a unanimous vote, the motion carried.

2.0	MINUTES
2.1	Discussion and possible action concerning approval of minutes of the Regular Meeting on August 12, 2019

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

2.2	Discussion and possible action concerning approval of minutes of the Special Meeting on August 19, 2019
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Mayor Pro Tem Monroe moved to approve the minutes as presented. The motion was seconded by Council member Kuehne and with a unanimous vote, the motion carried.

3.0	CONSENT AGENDA
3.1	Discussion and possible action regarding the Monthly Investment Report for July 2019

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

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

Jeffrey Smith, Fire Chief, reviewed his report and provided the following information:

- He reviewed the incident calls received from August 2018 through July 2019; 978 calls were for Rescue and Emergency Medical Service; 78 were Fire calls; 121 were Good Intent calls; 61 were False Alarm calls; 64 were Hazardous Condition (no Fire); 70 were Service calls and 4 were Severe Weather calls.
- He explained that of the 551 calls from March 1, 2019 through July 31, 2019, 127 calls or 23% of the calls were from outside the City limits.
- He explained that though he has been on staff for a short time, the dedicated Fire Department Staff have made it very easy in this transition. He commended Fire Marshal Withers for being his right hand and doing such an excellent job for the City of Lampasas.

There was discussion about the County and the amount of money they reimburse the City for the shared cost of a Firefighter. City taxes are paying for services in the County. Future discussions with the County are needed to discuss further.

5.0	ROUTINE MATTERS
5.1	City Manager's Operational Report

Due to the absence of the City Manager, there was no City Manager report; however, Assistant City Manager, Gary Cox, took this time to commend the City Staff, especially the IT and Finance Departments, during the ransomware attack. They have worked hard and long hours to get the City back to full operation.

5.2	MAYOR'S COMMENTS
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Mayor Talbert also thanked City Staff for their hard work during the ransomware attack but most especially for the good attitudes that everyone had to work together to keep the City operating.

6.0	UNFINISHED BUSINESS
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There was no unfinished business.

7.0	NEW BUSINESS
7.1	Discussion and possible action regarding HOT Fund request from Chamber of Commerce for Artober Fest in the amount of \$2329.24

Melissa Unger, Executive Chamber Director, explained that the Lampasas County Chamber of Commerce is requesting \$2,329.24 Hotel Occupancy Tax Funds for the Artober Fest to be held on Saturday, October 12, 2019. The funds will be used for advertising, promotion, lodging and restroom facilities. These costs will be shared with LAFTA. In 2018, Council approved \$2,255.60 for this same event.

Mayor Pro Tem Monroe moved to approve the HOT Fund request from the Chamber of Commerce in the amount of \$2,329.24 for the Artober Fest to be held on October 12, 2019. The motion was seconded by Council member Clark and with a unanimous vote, the motion carried.

7.2	Discussion and possible action regarding approval of Lampasas County Chamber of Commerce Marketing Plan for FY 2020 Budget
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Melissa Unger, Executive Chamber Director, explained that this item was discussed in workshop session.

Mayor Pro Tem Monroe moved to approve Lampasas County Chamber of Commerce Marketing Plan for FY 2020 Budget in the amount of \$3,603.00. The motion was seconded by Council member Kuehne and with a unanimous vote, the motion carried.

7.3	Discussion and possible action regarding renewal of Lampasas County Chamber of Commerce Tourism and Visitor Center Agreement with the City of Lampasas.
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Melissa Unger, Executive Chamber Director, explained that each year, the Lampasas County Chamber of Commerce and City Council take the opportunity to review the Tourism and Visitor Agreement to approve for another year or recommend any modifications.

Mayor Pro Tem Monroe moved to approve the renewal of Lampasas County Chamber of Commerce Tourism and Visitor Center Agreement with the City of Lampasas with the insertion of the approved Chamber budget in the amount of \$43,309.20 as previously approved by Council on July 22, 2019. The motion was seconded by Council member Kuehne and with a unanimous vote, the motion carried.

7.4	Discussion and possible action regarding a request by Lampasas Association for the Arts (LAFTA) for HOT Fund request in the amount of \$1,507.00 for event expenses related to Artober Fest.
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Robin Gradel, LAFTA member, explained that LAFTA is requesting \$1,507.00 in HOT Funds for the Artober Fest to be held on Saturday, October 12, 2019. The funds will be used for lodging and stipends for each artist, brochures and restroom facilities for the participants and attendees.

Mayor Pro Tem Monroe moved to approve the request for HOT Funds from the Lampasas Association for the Arts (LAFTA) in the amount of \$1,507.00 for event expenses related to Artober Fest to be held on October 12, 2019. The motion was seconded by Council member Clark and with a unanimous vote, the motion carried.

7.5	Discussion and possible action regarding Lantern Lighting Event to be held at WM Brook Park November 9, 2019
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Becky Sims, Assistant City Secretary, explained that this item was discussed in workshop session.

Council member Clark moved to approve this community event to be held at W.M. Brook Park on November 9, 2019. The motion was seconded by Council member White and with a unanimous vote, the motion carried.

7.6	Discussion and possible action regarding the purchase of a public restroom facility for Campbell Park in an amount not to exceed \$185,000.00
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Chris Eicher, Parks & Recreation Director, explained that the Hanna Springs Sculpture Garden/Campbell Park has seen an increase in activity over the past several years due to local events, additionally art sculptures and tourists. The addition of a public restroom facility will aid in meeting the needs of park visitors and enhance the parks appeal as a tourist destination for Lampasas.

Eicher reviewed the following:

- The base cost for the new restroom facility is \$166,316.00.
- The quotation received from Restroom Facilities, LTD, is per Buy Board contract, which exempts the purchase from competitive bidding.
- This project will be funded through the 2016 CO Fund.
- Staff expects additional costs to cover the pad, sidewalks, plumber, electrician and extension of utility services to complete the project.
- The City has used Restroom Facilities, LTD for previous projects at Turner Complex and W.M. Brook Park and have been pleased with the product.

- The CIP Committee and the Parks & Recreation Advisory Board have both recommended approval.

Mayor Pro Tem Monroe moved to approve the purchase of a public restroom facility for Campbell Park in an amount not to exceed \$185,000.00, which includes the additional costs to complete the project with funds allocated through the 2016 CO Fund. The motion was seconded by Council member Toups and with a unanimous vote, the motion carried.

7.7	Discussion and possible action regarding award of contract for flatwork and accessibility ramp at the 1931 Roy L Thomas Old City Hall Building.
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Gary Cox, Assistant City Manager, explained that after several designs and review by the Project Accessibility Consultant, the attached plan was distributed for quotation. Bidders were asked to prepare pricing based on 6” depth, #4 on 12”, for driveways; and 4” depth, #3 on 12”, for sidewalks. At the time of publication and included in Council’s packet are three quotes from:

ASJ Construction, LLC	\$11,265.60
Canales Dibble Contractors, Inc.	\$16,866.00
M.W. Hail Construction, Inc.	\$28,820.00

Cox explained that since that time and because of the amount of bids received, City Manager deGraffenried amended the project by advising the bidders that the City crews would provide demo and remove existing concrete and dirt to subgrade and place an 18-inch base material and compact in order to save the City money and time. Contractors were contacted and made aware of the change and asked to resubmit a quote that excluded the work the City crews would do.

Becky Sims, Assistant City Secretary, provided Council with revised quotes from two bidders, M.W. Hail Construction, Inc. in the amount of \$25,850.00 and ASJ Construction, LLC in the amount of \$15,408.60.

Mayor Talbert voiced her concern of this not being the trend of how City Staff should present items to Council. To hand Council something right before needing to take consideration is not acceptable nor was it properly handled. Council should have an opportunity to review items and all information provided to Council should be complete and correct information provided to them.

Council member Clark moved to table this item. The motion was seconded by Council member Kuehne and with a unanimous vote, the motion carried.

7.8	Discussion and possible action regarding approval and/or direction regarding drainage improvements to Brodie Estates Subdivision.
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Gary Cox, Assistant City Manager, explained that this item was discussed in workshop session.

Council member Clark moved to direct City Staff to include in the Development Agreement the City’s participation in the costs of the detention pond and to seek an engineering proposal related to drainage improvements and possible mitigation of downstream impacts as discussed. The motion was seconded by Mayor Pro Tem Monroe and with a unanimous vote, the motion carried.

Adjourn

Council member Clark moved to adjourn the meeting at 8:04 p.m. The motion was seconded by Mayor Pro Tem Monroe and with a unanimous vote, the motion carried.

PASSED AND APPROVED this _____ day of _____, 2019.

Misti Talbert, Mayor

ATTEST:

Christina Marez, City Secretary

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**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
CITY COUNCIL CHAMBERS
405 SOUTH MAIN STREET
Tuesday, September 3, 2019
5:30 p.m. Special Session**

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
Randy Clark
Cathy Kuehne
Delana Toups
Michael White

Council Members absent:

None

City Staff Present:

Finley deGraffenried, City Manager
Gary Cox, Assistant City Manager
Christina Marez, City Secretary
Yvonne Moreno, Finance Director

SPECIAL SESSION - PUBLIC HEARING
5:30 P.M.

I. Call to order Public Hearing

Mayor Talbert called the special session and public hearing to order at 5:30 p.m.

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

Mayor Talbert explained that the City Council must hold a second Public Hearing on the 2019 tax year proposed property tax rate. Because the proposed rate will exceed the rollback rate, adjusted for sales tax, or the effective tax rate, (whichever is lower), this public hearing must be held on the proposed tax rate. The proposed tax rate is a total rate of \$0.420000 per \$100 valuation. Of this total rate, \$0.085798 will be the 2019 debt tax rate and \$0.334202 will be for the operations and maintenance of the General Fund of the City of Lampasas.

City Manager deGraffenried explained that the City cannot exceed this proposed rate, however, they can set a lower rate.

Mayor Talbert opened the public hearing for any citizen comments.

Bruce Haywood, citizen, asked about the proposed tax rate and why would Council consider raising taxes again.

Mayor Talbert explained that this is a public hearing only and no action on the proposed tax rate would be taken this evening. She said she was not sure how Council will vote on the matter on the September 9 meeting, however, she noted that the City has not increased taxes since 2011.

Beth Cude, citizen, read information she had Googled on the taxes for Lampasas.

Mayor Talbert explained that her information may include Lampasas County and LISD tax information. She noted that of the taxes for the citizens of Lampasas, 60% goes to LISD, 24% goes to the County and only 16% goes to the City.

After no further comments, Mayor Talbert announced that the meeting for the City Council to adopt the proposed tax rate will be Monday, September 9, 2019 at 7:00 pm at the City Council Chambers located at 405 S. Main Street, Lampasas, Texas.

III. Adjourn Public Hearing and convene into Joint Session

Mayor Pro Tem Monroe moved to close the public hearing. The motion was seconded by Council member White and with a unanimous vote, the motion carried.

Mayor Talbert explained that there would be no Joint Session with LEDC. She turned discussion over to City Manager deGraffenried.

deGraffenried explained that since a member of the Foresite Group was unable to attend the meeting, as well as the LEDC President, he felt that the joint session regarding discussion on Technology Infrastructure should be rescheduled.

Council member Kuehne moved to table the joint session. The motion was seconded by Council member Touns and with a unanimous vote, the motion carried.

Mayor Talbert continued in special session.

JOINT SESSION

IV. Discussion regarding Technology Infrastructure with Lampasas Economic Development Corporation

V. Adjourn Joint Session and convene into ~~Regular~~ *Special* Session

REGULAR SPECIAL SESSION

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

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

The quotes received were:

Canales-Dibble	\$16,866.00
M.W. Hail Construction	\$25,850.00
ASJ Construction	\$8,184.00

deGraffenried also noted that should Council approve a contract, he asked Council to authorize him to increase the contract amount 25% for additional repair adjacent to Old City Hall.

Council member White moved to approve flatwork contract with ASJ Construction in the amount of \$8,184.00 under terms in the attached draft contract, and further, that the City Manager be authorized to increase the contract amount 25% for additional repair adjacent to Old City Hall. The motion was seconded by Council member Toups and with a unanimous vote, the motion carried.

VII. Adjourn

Council member Clark moved to adjourn the meeting at 5:43 p.m. The motion was seconded by Council member White and with a unanimous vote, the motion carried.

PASSED AND APPROVED this _____ day of _____, 2019.

Misti Talbert, Mayor

ATTEST:

Christina Marez, City Secretary

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City Manager

ITEM NO. 3.1

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

Subject:

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

Requested By: Yvonne Moreno, Finance Director

Submitted By: Yvonne Moreno, Finance Director

Date Submitted: September 5, 2019

For the Agenda of: September 9, 2019

Procurement and Funding Statement:

N/A

Attachments: A/P History Check Report

Summary Statement:

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

Recommendation:

Motion to approve by consent.

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02856	AEP ENERGY PARTNERS, INC.							
I-17521201520	JULY AEP BILL	E	8/19/2019	87,948.81		000016	O	87,948.81
56260	LOWER COLORADO RIVER AUTHORITY							
I-EW15361	JULY LCRA BILL	E	8/19/2019	514,457.31		000017	O	514,457.31
27050	IRS-PAYROLL TAXES							
I-T1 201908017919	FEDERAL WITHHOLDING	D	8/02/2019	16,017.71		000025	O	
I-T3 201908017919	FICA TAX	D	8/02/2019	25,861.98		000025	O	
I-T4 201908017919	MEDICARE TAX	D	8/02/2019	6,048.36		000025	O	47,928.05
27050	IRS-PAYROLL TAXES							
I-T1 201908247922	FEDERAL WITHHOLDING	D	8/16/2019	16,140.78		000028	O	
I-T3 201908247922	FICA TAX	D	8/16/2019	25,643.46		000028	O	
I-T4 201908247922	MEDICARE TAX	D	8/16/2019	5,997.30		000028	O	47,781.54
27050	IRS-PAYROLL TAXES							
I-T1 201908297928	FEDERAL WITHHOLDING	D	8/30/2019	15,579.67		000030	O	
I-T3 201908297928	FICA TAX	D	8/30/2019	24,508.34		000030	O	
I-T4 201908297928	MEDICARE TAX	D	8/30/2019	5,731.74		000030	O	45,819.75
03127	ASJ CONSTRUCTION							
I-NO 3 07252019	CONSTRUCTION OF BUILDING	R	8/02/2019	107,825.00		152467	O	107,825.00
01680	ECKERMANN ENGINEERING INC							
I-1220	DESIGN SURVEY	R	8/02/2019	5,340.00		152476	O	5,340.00
03197	GTS TECHNOLOGY SOLUTIONS INC							
I-INV0030716	PANASONIC CF-54 TOUGHBOOK	R	8/02/2019	6,717.38		152484	O	6,717.38
52200	LAMPASAS PUBLIC UTILITIES							
I-07312019	JULY 2019	R	8/02/2019	49,140.66		152513	O	49,140.66
17865	COLONIAL LIFE & ACCIDENT							
I-AC1201907187903	ACCIDENT INSURANCE	R	8/06/2019	188.30		152554	O	
I-AC2201908017919	ACCIDENT INSURANCE	R	8/06/2019	188.26		152554	O	
I-AC3201907187903	ACCIDENT INSURANCE	R	8/06/2019	555.10		152554	O	
I-AC3201908017919	ACCIDENT INSURANCE	R	8/06/2019	555.10		152554	O	
I-CN1201907187903	CANCER INSURANCE	R	8/06/2019	235.47		152554	O	
I-CN2201908017919	CANCER INSURANCE	R	8/06/2019	235.49		152554	O	
I-HO3201907187903	HOSPITAL INCOME - PRETAX	R	8/06/2019	83.05		152554	O	
I-HO3201908017919	HOSPITAL INCOME - PRETAX	R	8/06/2019	83.05		152554	O	
I-LF3201908017919	UNIV/COL LIFE AFTER TAX	R	8/06/2019	285.60		152554	O	
I-LF7201907187903	NON-PRETAX LIFE INSURANCE	R	8/06/2019	285.57		152554	O	
I-LF8201907187903	AFTER TAX COLONIAL PRODUCTS	R	8/06/2019	665.67		152554	O	
I-LF8201908017919	AFTER TAX COLONIAL PRODUCTS	R	8/06/2019	665.67		152554	O	
I-LP3201907187903	LPSD DISABILITY AFTERTAX	R	8/06/2019	142.69		152554	O	
I-LP3201908017919	LPSD DISABILITY AFTERTAX	R	8/06/2019	142.69		152554	O	4,311.71

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02681	COMPOSITECH PRODUCTS MFG							
I-919668	UPPER AND LOWER CLOTH BEL	R	8/06/2019	1,598.00		152556	O	
I-919669	FIELD SERVICE CREW	R	8/06/2019	2,810.00		152556	O	4,408.00
02860	FUELMAN							
I-201907307918	CITY GAS	R	8/06/2019	13,296.54		152567	O	13,296.54
03229	HALFF ASSOCIATES INC							
I-00025983	COMPREHENSIVE PLAN	R	8/06/2019	12,486.19		152569	O	12,486.19
74775	SCOTT & WHITE HEALTH PLAN							
I-201908057921	SCOTT & WHITE HEALTH PLAN	R	8/06/2019	6,659.03		152589	O	
I-CCC201908017919	HEALTH INSURANCE PREMIUM	R	8/06/2019	4,844.88		152589	O	
I-CCE201908017919	HEALTH INSURANCE PREMIUM	R	8/06/2019	15,965.50		152589	O	
I-CCF201908017919	HEALTH INSURANCE PREMIUMS	R	8/06/2019	8,095.44		152589	O	
I-CCS201908017919	HEALTH INSURANCE PREMIUM	R	8/06/2019	5,339.22		152589	O	
I-HE1201908017919	HEALTH INSURANCE PREMIUM	R	8/06/2019	7,358.33		152589	O	
I-HEA201907187903	EMPLOYEE SHARE HEALTH INSURANC	R	8/06/2019	10,752.13		152589	O	
I-HEA201908017919	EMPLOYEE SHARE HEALTH INSURANC	R	8/06/2019	186.65		152589	O	
I-HEC201908017919	EMPLOYEE SHARE HEALTH INSURANC	R	8/06/2019	10,938.78		152589	O	
I-HI1201908017919	CITY HEALTH INSURANCE	R	8/06/2019	17,907.50		152589	O	
I-HID201908017919	CITY HEALTH INSURANCE	R	8/06/2019	10,828.17		152589	O	
I-HIE201908017919	EMPLOYEE CITY HEALTH CONTRIB	R	8/06/2019	21,147.67		152589	O	120,023.30
84250	TEXAS MUNICIPAL RETIREMENT SYS							
I-TMR201907017900	RETIREMENT CONTRIBUTIONS	R	8/06/2019	657.02		152593	O	
I-TMR201907057902	RETIREMENT CONTRIBUTIONS	R	8/06/2019	44,953.40		152593	O	
I-TMR201907187903	RETIREMENT CONTRIBUTIONS	R	8/06/2019	48,391.34		152593	O	94,001.76
02976	WASTE CONNECTIONS							
I-1018246	RESIDENTIAL JULY 2019	R	8/06/2019	43,763.82		152597	O	43,763.82
16468	CATERPILLAR FIN SER CORP							
I-20072886	CATERPILLAR FIN SER CORP	R	8/15/2019	2,751.32		152685	O	
I-20118582	AUGUST RENTAL	R	8/15/2019	1,660.70		152685	O	
I-20136700	AUGUST RENT	R	8/15/2019	2,463.86		152685	O	6,875.88
01344	CORE & MAIN LP							
I-K923145	METERS	R	8/15/2019	897.00		152689	O	
I-K931363	COUPLING/BLUE LID	R	8/15/2019	1,623.50		152689	O	
I-K938329	METERS	R	8/15/2019	2,000.00		152689	O	
I-K952457	METERS R900I	R	8/15/2019	1,965.75		152689	O	
I-K972138	5/8 METERS	R	8/15/2019	2,000.00		152689	O	8,486.25

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
49350	LAMP CHAMBER OF COMMERCE I-06302019 3RD QUARTER REPORT	R	8/15/2019	12,078.69		152707	O	12,078.69
03245	LONE STAR PAVING I-752431 PAVING AND STRIPING	R	8/15/2019	44,990.32		152713	O	44,990.32
01357	SINGLETON, CLARK & COMPANY, PC I-1554 INTERIM AUDIT 2019	R	8/15/2019	8,400.00		152734	O	8,400.00
02976	WASTE CONNECTIONS I-1018245 COMMERCIAL SOLID WASTE I-1018335 EMPTY RECYCLE BIN	R	8/15/2019	47,681.23		152750	O	48,033.23
4100	AVFUEL INC I-012548394 FUEL FOR AIRPORT	R	8/29/2019	12,606.91		152823	O	12,606.91
8740	BRAZOS RIVER AUTHORITY I-FR00008688 SYSTEM WATER AVAIL AGRT I-FR00008717 WATER RIGHTS I-FR00008750 WATERMASTER FEES	R	8/29/2019	158,000.00		152830	O	162,084.99
03229	HALF ASSOCIATES INC I-00026502 COMPREHENSIVE PLAN I-00027781 COMPREHENSIVE PLAN	R	8/29/2019	2,662.61		152849	O	11,065.82
47585	KEMPNER WATER SUPPLY CORP I-07312019* WATER FOR JULY	R	8/29/2019	69,492.63		152861	O	69,492.63
03166	RANGER FIRE INC I-A190011 FIRE ALARM PANEL I-M19198 FIRE ALARM MONITORING	R	8/29/2019	12,500.00		152881	O	12,614.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	22	858,043.08	0.00	858,043.08
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	3	141,529.34	0.00	141,529.34
EFT:	2	602,406.12	0.00	602,406.12
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 99 CITY OF LAMPASAS
BANK: FSB BANCORPSOUTH
DATE RANGE: 8/01/2019 THRU 8/31/2019

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
			NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT		
VENDOR SET: 99	BANK: FSB	TOTALS:	27	1,601,978.54	0.00	1,601,978.54		
BANK: FSB	TOTALS:		27	1,601,978.54	0.00	1,601,978.54		
REPORT TOTALS:			27	1,601,978.54	0.00	1,601,978.54		

SELECTION CRITERIA

VENDOR SET: 99-CITY OF LAMPASAS 99
VENDOR: ALL
BANK CODES: Include: FSB
FUNDS: All

CHECK SELECTION

CHECK RANGE: 000000 THRU 999999
DATE RANGE: 8/01/2019 THRU 8/31/2019
CHECK AMOUNT RANGE: 4,000.01 THRU 999,999,999.99
INCLUDE ALL VOIDS: NO

PRINT OPTIONS

SEQUENCE: CHECK NUMBER

PRINT TRANSACTIONS: YES
PRINT G/L: NO
UNPOSTED ONLY: NO
EXCLUDE UNPOSTED: NO
MANUAL ONLY: NO
STUB COMMENTS: NO
REPORT FOOTER: NO
CHECK STATUS: YES
PRINT STATUS: * - All

City of Lampasas

M E M O

To: Mayor and City Council
From: Finley deGraffenried
Re: Manager's Report
Date: 6 September 2019

- Refunding** As discussed with the City's Financial Advisor, Specialized Public Finance, the City does currently have an opportunity to refund approximately \$1,400,000.00 General Obligation Bonds at a slight savings to the City. Based on estimates from Jennifer Ritter, the City would potentially save approximately \$192,000.00 through the term in 2036. Not a huge savings per year, but a savings nonetheless. Staff has engaged FTN Financial, as recommended by Ms. Ritter, as the Bidding Agent, with their \$4,000.00 fee contingent on the closing of the transaction. Council will have the opportunity to formally review and approve bids at the September 23rd meeting.
- Food Trucks** Staff had the opportunity to discuss food trucks with one of our brick and mortar restaurateurs this past week, who raised questions regarding the requirements, fees and certifications of the vendors. He expressed his concern that the units do not compete on a level field, and that establishments, such as his, support the community with jobs, donations and taxes. I informed him I would express his concerns to Council.
- Citizen Comments** Council has, by this agenda item, learned that the public must have the opportunity to make comment on agenda, and non-agenda items. Council may wish to discuss whether to allow comment when each item is brought up, or as in tonight's agenda, provide the opportunity to hear testimony on any item at one time. Staff will also provide Council with a bullet list of newly enacted legislation impacting City operations.
- Chestnut** Staff has discussed street and gutter conditions with the Contractor of the Presbyterian Church on Chestnut. When the pavement was installed, edges were not milled, which results in a "lip" between the pavement and the gutter line. The City for many years did not require milling, and Council may, or may not, notice many of our hot-mix streets contain this lip. The issue relates to parishioners ability to navigate the gutter when attending services or meetings, and possible drainage. Although the project is not on the CIP, staff is seeking Council direction to place the item on their agenda for further investigation.
- Comprehensive Plan** If you have not had the opportunity to see or review the draft Chapter 1, staff will distribute copies on Monday night. Additionally, the survey deadline has been extended through September 13th. Additional notifications will be pushed through social media, and Council is encouraged to share. Staff will conference with our consultants next week, and will forward future meeting dates afterwards.

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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 the approval, denial or approval with modifications regarding an amended development agreement for Brodie Estates Subdivision.

Requested By: Gary Cox, Assistant City Manager

Submitted By: Gary Cox, Assistant City Manager

Date Submitted: September 5, 2019

For the Agenda of: September 9, 2019

Procurement and Funding Statement:

Any funding required for the terms of the agreement would be allocated through the FY19/20 budget process.

Attachments: Draft Amended Agreement

Summary Statement:

On May 28, 2019, City Council approved a development agreement with S2M2, Inc., in which the City agreed to provide funding for electrical infrastructure and a water line loop for the Brodie Estates Subdivision. At the time, the developer had designed and submitted a drainage detention pond as part of the preliminary plat and requested a cost share for the construction of the pond, which was declined by the City.

On August 26, 2019, the Council discussed the subdivision and drainage plan with the developer and engineer. Staff was given direction to work with the developer to amend the terms of the development agreement to include provisions for the on-site drainage/detention pond as well as consider working with the developer to construct additional off-site drainage for the benefit of the surrounding area.

The developer had additional requests to provide for an alternative performance bond guarantee for the construction of public infrastructure as provided for in City Codes and to delay the requirement of the final plat being recorded within 90 days. As well as to include a not to exceed value for the water line loop which was included in the original agreement. Staff has worked with the City Attorney to incorporate these items into the agreement.

The developer has submitted the Final Plat for the subdivision for approval and has requested to have the terms of the agreement approved prior to the final plat approval. Staff has worked with the developer and legal to incorporate the terms and amendments, which were discussed/requested, however given the short time frame to incorporate the changes, understands that there may be need to tweak the language to ensure it conveys the intent of all parties.

Recommendation:

Motion to approve, deny or approve with modifications an amended development agreement regarding and the Brodie Estates Subdivision and authorize the City Manager to amend language within the agreement as needed to reach final concurrence.



City Manager

ITEM NO. 7.2

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

Subject:

Discussion and possible action regarding a request to consider approval, denial, or approval with modification(s) the Brodie Estates Final Replat of lots 2, 3 & 4 in Lampasas Texas, Lampasas County.

Requested By: Becky Sims, Assistant City Secretary

Submitted By: Becky Sims, Assistant City Secretary

Date Submitted: September 5, 2019

For the Agenda of: September 9, 2019

Procurement and Funding Statement:

Attachments: Staff Report/ Plat

Summary Statement:

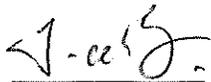
Stephen McDonald, S2M2, Inc. is asking Council to consider approval, denial or approval with modification(s) of the Brodie Estates Final Replat. The lots will meet the Single Family Residential-6 "SF-6" Zoning Regulations. The proposed development is 6.70 acres and the developer plans on building 22 homes and one drainage pond. Staff mailed thirty seven (37) notices to property owners within 200 feet of the property. Two (2) letters have been received approving the request.

The Planning & Zoning Commission recommended approval of the Brodie Estates Replat on September 5, 2019.

Recommendation:

To consider a motion to approve, deny or approve with modifications the Final Brodie Estates Replat.

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City Manager

ITEM NO. 7.3

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

Subject:

Discussion and possible action regarding a request to consider approval, denial, or approval with modification(s) the Pecan Street Final Replat of a part of the East ½ of Block 25, Old Town of Lampasas, Texas as recorded in Cabinet 1, Slide 33, Plat records of Lampasas County, commonly known as 802 S Pecan.

Requested By: Becky Sims, Assistant City Secretary

Submitted By: Becky Sims, Assistant City Secretary

Date Submitted: September 5, 2019

For the Agenda of: September 9, 2019

Procurement and Funding Statement:

Attachments: Staff Report/ Plat

Summary Statement:

Ron Farr is asking to consider approval, denial or approval with modification(s) the Pecan Street Final Replat with variances. The lots will meet the Single Family Residential-8 "SF-8" Zoning Regulations based on the variances approved August 20, 2019 through the Zoning Board of Adjustment. SF-8 is an allowed use in Two-Family Residential District (Duplex). Staff mailed eighteen (18) notices to property owners within 200 feet of the property. No letters have been received either approving or protesting the request.

The Planning & Zoning Commission recommended approval of the Pecan Street Replat with variances on September 5, 2019.

Recommendation:

To consider a motion to consider approval, denial, or approval with modification(s) the Pecan Street Final Replat with variances.

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City ManagerITEM NO. 7.4

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

Subject:

Discussion and possible action regarding the first reading of an Ordinance of the City Council of Lampasas, Texas, amending Chapter 22, Article V, Section 22-321 (a) (3) of the Code of Ordinance of the City of Lampasas, Texas related to temporary permits for “Mobile Food Vendor Units”

Requested By: Becky Sims, Assistant City Secretary

Submitted By: Becky Sims, Assistant City Secretary

Date Submitted: September 5, 2019

For the Agenda of: September 9, 2019

Procurement and Funding Statement:

N/A

Attachments: Draft Ordinance

Summary Statement:

The City of Lampasas Food Truck Ordinance was adopted in March 2015. Since the Ordinance was adopted we have only issued a few permits. In the past two years the interest in food trucks in Lampasas outside of community events has become more popular. In reviewing the Ordinance, fee schedule and listening to citizen’s feedback, Staff feels it is in the City’s best interest to modify the temporary permit timeframe. Currently it reads that the temporary permit must be issued for 14 consecutive days, Staff is proposing to alleviate the consecutive days stipulation to allow more flexibility based on the needs of the vendor. To regulate and monitor the 14 day usage Staff will require a calendar of when the 14 days will be used. This of course can be modified; however it will be used as an accountability measure to ensure compliant with the Zoning Regulation.

Recommendation:

To consider a motion to approve the first reading of an Ordinance amending Chapter 22, Article V, Section 22-321 (a) (3) of the Code of Ordinance of the City of Lampasas, Texas related to temporary permits for “Mobile Food Vendor Units”

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City Manager

ITEM NO. 7.5

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

Subject:

Discussion and possible action regarding the approval of cart trail paving at Hancock Park Golf Course.

Requested By: Van Berry, Golf Course Manager

Submitted By: Van Berry, Golf Course Manager

Date Submitted: September 4, 2019

For the Agenda of: September 9, 2019

Procurement and Funding Statement:

2018-2019 Budget - 26-510-5505 (Buildings & Grounds/Capital) - \$10,000.00
Hancock Park Golf Association - \$17,192.00

Attachments: See Attached Quote

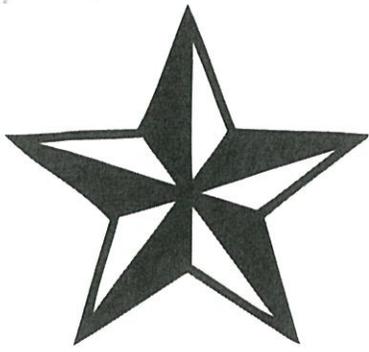
Summary Statement:

Two quotes were received for cart trail improvements. The low bid was All Star Paving for \$27,192.00. (See Attached Quotes) The Golf Course budgets \$10,000.00 annually for the cart trail improvement program. The Hancock Park Golf Association is going to fund the remainder of the balance \$17,192.00.

Recommendation:

Staff recommends the approval for the cart trail improvements to All Star Paving out of Liberty Hill, Texas for \$27,192.00.

Hancock Park Golf Course Budget - \$10,000.00
Hancock Park Golf Association - \$17,192.00



ALL STAR PAVING / CONSTRUCTION

ESTIMATE PROPOSAL & CONTRACT ALL YOUR PAVING NEEDS

DRIVEWAYS • PARKING LOTS • SEAL COATING
512-769-9991

In Agreement With:

Name Home Depot Hill Country Estimate Date Aug 19 2012

Address _____ City _____

Phone (____) _____ Cell or Work (____) _____

The sum of \$ 16,686.00 is to be paid in full on completion of job.

Int. _____ Total \$ 16,686.00

Down Payment \$ 8,343.00

Balance \$ 8,343.00

**ALL CHECKS TO BE MADE
PAYABLE TO
ROBERT STEWART**

Date Job Completed - _____ \$ _____ per square yard

Paid By: Cash

Check # _____

Yes

No

Hole = total \$10,506.00

GUARANTEE – work performed is conditionally guaranteed for one year. Guaranteed one year from completion of job against asphalt breakage under normal conditions. However, we cannot be responsible for settling of any base we did not excavate and construct or surface marks. Also those not covered are: indentions or scuffs of any kind, cracks from extreme weather conditions or vegetation growth.

IF BILL IS NOT PAID IN FULL UPON COMPLETION, PROPERTY WILL HAVE A MECHANICS LIEN PLACED UPON IT.

Contractor Robert Stewart Customer _____

Dig Out

To prepare driveway for paving, by excavating approximately 1 to 6 inches. Area to be refilled with stone. Stone to be compacted by rolling. Entire drive to be sprayed with a weed killer before asphalt is applied and compacted by rolling. Edges to be tamped.

Over Stone

To prepare driveway for paving, by grading down all high areas and filling in all low area and compacted by rolling. Areas with vegetation and edges to be sprayed with weed killer before asphalt is applied and compacted by rolling. Tamped edges.

Resurface

To prepare driveway for resurfacing, drive to be primed with a weed killer before asphalt is applied, then compacted by rolling. Tamped edges.

Seal Coat

Entire drive to be clean with power blower. Then area to be sealed.

Parking Lot

New Drive

Sidewalks

Striping

Patching

Culvert

Curbing

Chip and seal _____ coats. Seal Coats _____

Concrete to be laid approximately _____ " thick.

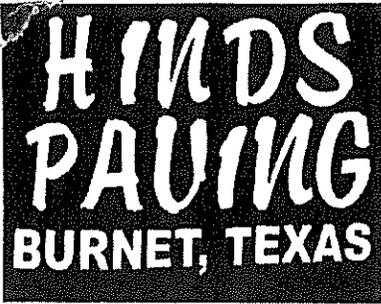
Grading needed to prepare a job.

Gravel needed to prepare job.

Blacktop to be laid approximately 2 " thick.

Then rolled to finish with power roller.

Initial this box to waive 3 day waiting period



Burnet, TX 78611
512-755-0198
desahindspaving.com
hindspaving@yahoo.com
Desa P. Hinds
512-755-0198 Cell
512-756-6859 Office

Estimate

For: City of Lampasas
van@cityoflampasas.com
700 Naruna Rd
Lampasas, TX, 76550
Van 512-734-3111

Estimate No: 15857
Date: 08/21/2019

Description**Amount**

Paving City of Lampasas Hancock Park #16 Areas 974x6, 876x6 approx. 11,100' sq. Ft. At \$2.09 per sq. Ft. Clean up cap with hot mix asphalt type D laid approx. 2" inches thick rolled and compacted to approx. 1 1/2" inches thick. \$23,199.00

Subtotal \$23,199.00

Total \$23,199.00

Total \$23,199.00



Burnet, TX 78611
512-755-0198
deahindepaving.com
hindepaving@yahoo.com
Dean P. Hinds
512-755-0198 Cell
512-756-6859 Office

Estimate

For: City of Lampasas
van@cityoflampasas.com
700 Naruna Rd
Lampasas, TX, 76550
Van 512-734-3111

Estimate No: 15858
Date: 08/21/2019

Description	Amount
Paving City of Lampasas Hancock Park Trails #17 #18 Approx. 375x9, 697x6 approx. 7557 sq. Ft at \$2.24 per sq. Ft. Work Base on #17 to make 9' ft. Wide. Shape roll, and compact base. Cap trails with hot mix asphalt type D approx. 2" inches thick rolled and compacted to approx. 1 1/2" inches thick.	\$16,927.68
Subtotal	\$16,927.68
Total	\$16,927.68
Total	\$16,927.68

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

SUBJECT:

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

REQUESTED BY: Monica Wright, Director of Information Systems

SUBMITTED BY: Monica Wright, Director of Information Systems

DATE SUBMITTED: September 3, 2019 FOR THE AGENDA OF: September 9, 2019

Expenditure Required: \$0.00

Available Funding: \$0.00

Attachments: Memo and August photo contest entries

SUMMARY STATEMENT:

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



RECOMMENDATION:

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

Entry 1

Loida Stephenson

Stephenson.loida17@gmail.com

“Some of the Resident Bucks!” was taken at Fawn Acres in Lampasas, TX.



Entry 2

Jody Cummings

Jodycummings321@gmail.com

“Lampasas Police Department Flag and Lampasas County Courthouse” was taken on top of the Police Department’s building in Lampasas, TX.

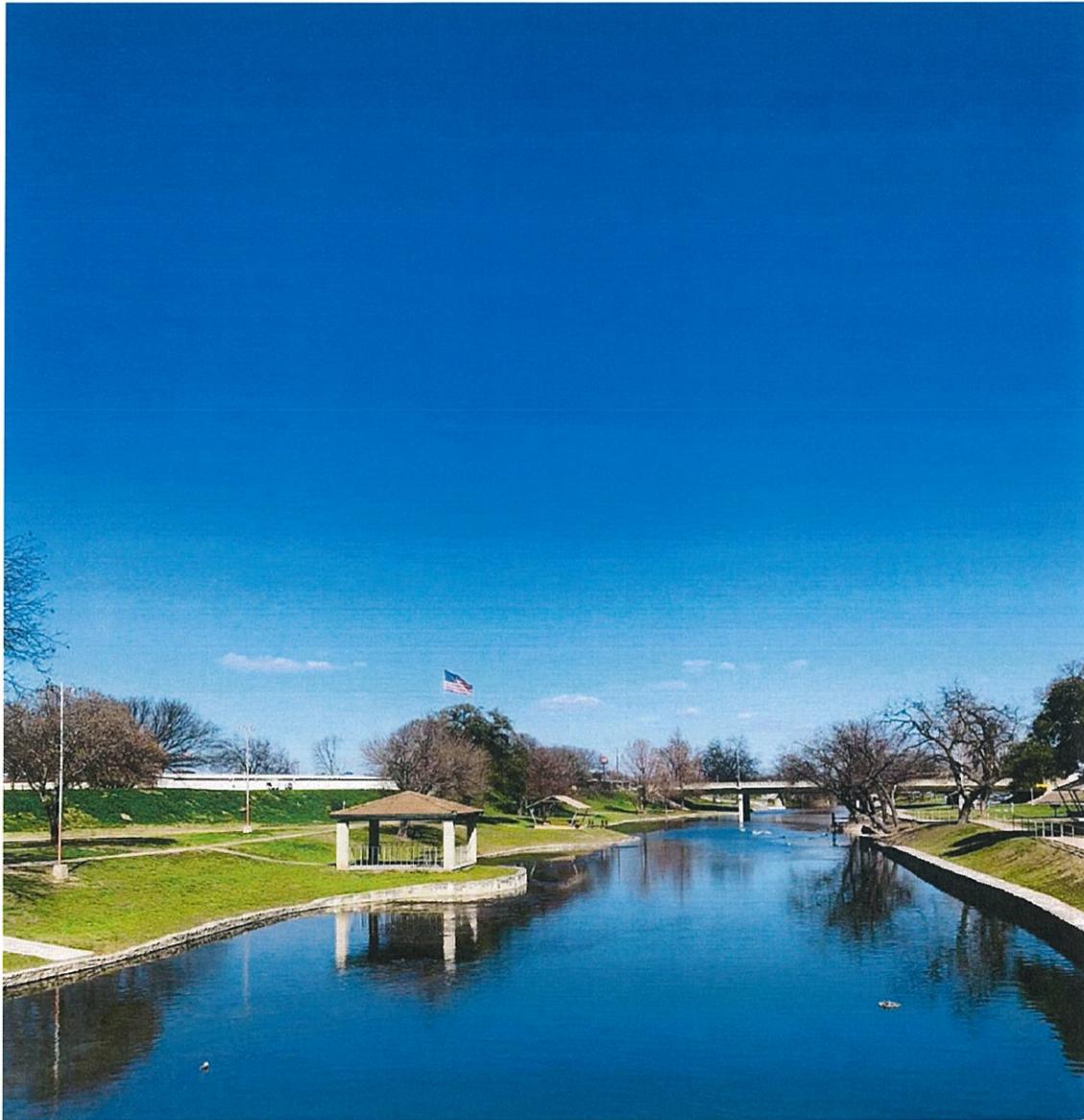


Entry 3

Crystal Moon

Crystalkmoon03@gmail.com

“Lamparas Reflection” was taken of the pedestrian suspension bridge at W.M. Brook Park in Lamparas, TX.



Entry 4

Jared Payne

jpayne@cityoflampasas.com

“Fly Fishing” was taken at Sulphur Creek in Lampasas, TX.



Entry 5

Maria Castruita

[Maria 904 04@yahoo.com](mailto:90404@yahoo.com)

“Hometown Sunset” was taken at Autozone in Lampasas, TX.



Entry 6

Phyllis Stillwell

Pkstillwell88@gmail.com

“Pure Happiness” was taken during the Hancock Park Kids Fishing Derby at W.M. Brook Park in Lampasas, TX.



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ITEM NO. 7.7

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

Subject:

Discussion and possible action regarding ratification of the emergency expenditure of replacement computers in the amount of \$6,216.36.

Requested By: Monica Wright, IT Director

Submitted By: Monica Wright, IT Director

Date Submitted: September 4, 2019

For the Agenda of: September 9, 2019

Procurement and Funding Statement:

This is an accelerated purchase (10-505-5265.02)

Attachments: Proposal

Summary Statement:

Due to the recent impact by the ransomware attack that occurred on our network on August 16, 2019, staff is requesting ratification of the emergency expenditure of replacement computers.

Rather than re-building the (6) computers, staff saw it best to replace them due to the operating system on them that will not be supported beginning January 2020. The replacement computers were a request in the FY19-20 budget year.

Included in the purchase, is a regular budgeted replacement item for monitors.

These items are covered under the State DIR and Choice Partners contract.

Recommendation:

Staff recommends approval of the emergency expenditure of replacement computers with SHI Government Solutions in the amount of \$6,216.36



Pricing Proposal
 Quotation #: 17645076
 Created On: 8/27/2019
 Valid Until: 8/31/2019

City of Lampasas TX

Inside Account Executive

Monica Wright

312 EAST THIRD ST.
 Lampasas, TX 76550
 United States
 Phone: 512-556-6831
 Fax:
 Email: monica@cityoflampasas.com

Patrick Groh

SHI Government Solutions
 P.O. Box 847434
 Dallas, TX 75284-7434
 Phone: 800-477-6479
 Fax: 732-564-8224
 Email: Patrick_Groh@SHI.com

All Prices are in US Dollar (USD)

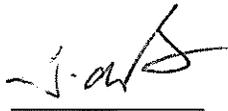
Product	Qty	Your Price	Total
1 Dell OptiPlex 3060 - SFF - Core i5 8500 3 GHz - 8 GB - 500 GB Dell - Part#: 62H0G	6	\$665.80	\$3,994.80
2 Acer V246HQL - LED monitor - Full HD (1080p) - 23.6" Acer - Part#: UM.UV6AA.C06	4	\$108.00	\$432.00
3 Microsoft Office Standard 2019 - License - 1 PC - local - OLP: Government - Win - English Microsoft - Part#: 021-10625	6	\$298.26	\$1,789.56
		Total	\$6,216.36

Additional Comments

Service Level Agreements:

- 1. Quotes:** Quote requests will be acknowledged within 4 business hours of each request. Under normal circumstances, quotes will be provided within 24-48 hours of the initial request. If quotes will take longer than this timeframe, status updates will be provided at reasonable intervals.
- 2. Orders:** All valid orders will be processed within 24 hours.
- 3. Contract Documents:** All submissions will be reviewed and responded to within 24 business hours. Actual processing time will vary based on quality and complexity of the submission.

The Products offered under this proposal are resold in accordance with the [SHI Online Customer Resale Terms and Conditions](#), unless a separate resale agreement exists between SHI and the Customer.


City Manager

ITEM NO. 7.8

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

Subject:

Discussion and possible action concerning a professional services agreement with Local Government Services to conduct a utility pole attachment audit on behalf of the City of Lampasas in an amount not to exceed \$25,000.00.

Requested By: Finley deGraffenried, City Manager

Submitted By: Gary Cox, Assistant City Manager

Date Submitted: September 4, 2019

For the Agenda of: September 9, 2019

Procurement and Funding Statement:

This agreement qualifies as a professional service for engineering and is exempt from bid processes. If approved funding would be allocated from the electric department fund balance to line item 81-510-5351 (Pole Inspection Services) for FY 19/20. Staff anticipates recovering a percentage of the audit costs from AT&T and Sudden Link upon completion of the audit.

Attachments: Professional Services Engagement Letter

Summary Statement:

Staff has recently reviewed the agreements with AT&T and Sudden Link regarding utility pole attachments. The review revealed a need to update the terms of the agreements as well as recalculation of attachment fees and updating of the pole attachment inventory.

Through the Texas Municipal League, staff has contacted Local Government Services, who provides similar services to numerous Texas municipalities. Local Government Services provided Staff with an engagement letter to conduct an audit of pole attachments, assist in compiling financial data and calculating pole attachment rates as well as drafting and negotiating amended pole attachment agreements with AT&T and Sudden Link.

The pole audit inventory was identified as a need through the CIP Committee and as a recommendation from the Electric Department Staff. It is anticipated that the audit and updated attachment agreements/rates will result in additional revenues due to the City, however staff is not able to estimate the additional benefits until the audit is completed.

Recommendation:

Motion to authorize the City Manager to execute a professional services agreement with Local Government Services to conduct pole attachment audit and associated services not to exceed \$25,000.

ENGAGEMENT AGREEMENT

This Engagement Agreement sets forth the agreement between the City of Lampasas, Texas ("City") and Local Government Services, LLC ("LGS) for Utility pole management advisory services. LGS shall assist the City in negotiating new pole attachment agreements and pole rental rates and complete a pole count inventory.

1. The scope of work performed by LGS on the City's behalf will include the following services:
 - Assist the City in compiling the necessary financial data to calculate the allowable rental rate in conjunction with State law.
 - Performing the rate calculation to establish rental rates.
 - Assisting the City in responding to any questions from companies regarding the City's proposed rental rate.
 - Assisting the City in drafting and negotiating new pole attachment agreements.
 - Assist City with performing an inventory of all pole attachments and identify attachments on City and foreign owned poles. This information will be indicated on a map providing the approximate pole location using the City's approved marking system. All pole transfer locations and all pull stub poles will be indicated on the map. All information captured in the field will be stored in an electronic database or spreadsheet.
2. LGS and its subcontractors, Moss & Barnett, Spartan Utilities and Guernsey shall assist the City with establishing a pole rental rate with companies that attach their wires to the City's poles, negotiate new agreements and conduct a pole count inventory.
3. The City will receive an itemized statement of its account from LGS on a monthly basis which summarizes the services rendered and the costs and expenses incurred on the City's behalf related to the work associated with establishing a new pole rental rate and negotiating pole attachment agreements. Bills are based on the following hourly rate:

Greg Fender, Consultant:	\$200.00
Brian Grogan, Attorney:	\$415.00
David Hedrick, Consultant:	\$300.00
4. Time is billed by the one-tenth of an hour, which is the minimum time charged for any service. Billed time includes all time spent on the City's behalf in connection with the matter referenced above, including conferences, telephone calls, drafting and reviewing of documents and memoranda, preparing and reviewing of correspondence, negotiations, legal research, interoffice conferences, and travel to and from locations away from offices if required.

5. The total obligation of the City for the cost of the pole count will be \$3.50 per attachment payable upon completion of the count and report issued to the City.
6. The City will reimburse LGS for all reasonable and necessary costs and expenses which we incur on the City's behalf. These costs and expenses include charges for photocopying, long-distance telephone calls, delivery and messenger services, travel, food and lodging.
7. The periodic statement of account which the City will receive from LGS will include a brief description of activity performed on behalf of the City. All balances on the City's account are due thirty (30) days after the date of the statement.
8. LGS assures that its services will be accomplished in a timely manner and with the cooperation and assistance of the City. In this regard, the City agrees to designate a contact whom LGS will contact and who will regularly review, discuss, and meet with LGS regarding the services provided, the time for performance of the services, and to assist in arranging meetings, conferences, and other arrangements with LGS to facilitate the performance of services by LGS and to ensure that all information and issues required for review by LGS are made available to LGS.
9. This Agreement may be terminated for any reason by either the City or LGS upon giving thirty (30) days written notice to the other. If such notice is given to LGS, it shall immediately cease work. All fees and costs incurred to the date of receipt of the notice will be paid to LGS. Otherwise, there shall be no further liability to LGS.
10. This Agreement contains all of the terms of the services and financial arrangement between the City and LGS and can only be modified by a written document signed by both parties.
11. Each party shall bear the responsibility for liability for negligence, errors or omissions of its own officers, agents, employees or subcontractors in carrying out this agreement.
12. This agreement shall be construed under the laws of the State of Texas.

LOCAL GOVERNMENT SERVICES, LLC

Dated: _____ 2019

By _____
Member

LAMPASAS CITY, TEXAS

Dated: _____ 2019

By _____
City Manager

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City Manager

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

7.9
Item No.

SUBJECT:

Discussion and Possible Action Concerning the First Reading of an Ordinance approving and adopting a Budget for operating the Municipal Government of the City of Lampasas for the Fiscal Year Beginning on October 1, 2019 and ending on September 30, 2020; Appropriating money for the various funds and purposes of such budget including appropriations of money to pay interest and principal Sinking Fund requirements on all indebtedness; Providing a severability clause; providing a repealer clause for the repeal of all Ordinances and Appropriations in conflict with the provisions of this Ordinance; and Establishing an Effective Date.

REQUESTED BY: Yvonne Moreno, Finance Director
SUBMITTED BY: Yvonne Moreno, Finance Director

DATE SUBMITTED: Sept. 5, 2019 FOR THE AGENDA OF: Sept 9, 2019

Expenditure Required: N/A
Available Funding: N/A
Attachments: none

SUMMARY STATEMENT:

The attached ordinance will formally adopt the proposed budget for the 2019-2020 Fiscal Year.

Recommendation: Please take record vote on adopting the budget.

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ADOPTING A BUDGET FOR OPERATING THE MUNICIPAL GOVERNMENT OF THE CITY OF LAMPASAS FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2019 AND ENDING ON SEPTEMBER 30, 2020; APPROPRIATING MONEY FOR THE VARIOUS FUNDS AND PURPOSES OF SUCH BUDGET INCLUDING APPROPRIATIONS OF MONEY TO PAY INTEREST AND PRINCIPAL SINKING FUND REQUIREMENTS ON ALL INDEBTEDNESS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE FOR THE REPEAL OF ALL ORDINANCES AND APPROPRIATIONS IN CONFLICT WITH THE PROVISIONS OF THIS ORDINANCE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, a budget for operating the municipal government of the City of Lampasas for the fiscal year October 1st, 2019, to September 30th, 2020, has been prepared and reviewed by City Council through a series of workshops with city staff; and

WHEREAS, opportunity for public input was provided at public hearings conducted on August 26, 2019, and September 3, 2019 for which notice was posted in the local newspaper; and

WHEREAS, after full and final consideration of proposed expenditures, revenues, financial condition, and comparative expenditures as presented, it is the consensus of opinion that the budget as considered and amended should be approved and adopted;

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

SECTION 1. That the City Council of the City of Lampasas ratifies, approves and adopts the budget as finally considered for the fiscal year of October 1, 2019, to September 30, 2020, a copy of which shall be filed with the office of the City Secretary and with the Lampasas County Clerk and which is incorporated herein for all intents and purposes.

SECTION 2. That the appropriations for the 2019-2020 fiscal year for the different administrative units and purposes of the City of Lampasas, Texas be fixed and determined for said fiscal year in accordance with the expenditures shown in said budget, and that the distribution and division of said appropriations be made in accordance with said budget including such amounts shown for providing for sinking funds for the payment of the principal and interest and the retirement of the bonded debt of the City of Lampasas.

SECTION 3. That the expenditure of the budgeted items shall comply with the City's purchasing Policy and the City Charter.

SECTION 4. That should any part, portion, or section of this ordinance be declared invalid or inoperative or void for any reason by a court of competent jurisdiction, such decision, opinion or judgment shall in no way affect the remaining portions, parts, or sections or parts of a section of this ordinance, which provisions shall be, remain and continue to be in full force and effect.

SECTION 5. That all ordinances and appropriations for which provision has heretofore been made are hereby expressly repealed if in conflict with the provisions of this ordinance.

SECTION 6. That this ordinance shall take effect and be in full force and effect from and after its passage and approval according to law.

READ AND APPROVED on the First Reading this _____ day of _____, 2019.

PASSED AND APPROVED, on the Second Reading, at a regular meeting of the City Council of the City of Lampasas, Texas this _____ day of _____, 2019, at which meeting a quorum was present, held in accordance with the provisions of Article 6252-17, V.A.T.S.

APPROVED

Misti Talbert, Mayor

ATTEST:

Christina Marez, City Secretary

Approved as to Form:

Jo Christy Brown, City Attorney

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City Manager

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

7.10
Item No.

SUBJECT:

Discussion and Possible action concerning the First reading of an Ordinance setting the Tax Rate and Levying a tax upon all property subject to taxation within the City of Lampasas, Texas for the 2019 Tax Year for the use and support of the Municipal Government of the City of Lampasas for the Fiscal Year beginning October 1, 2019 and ending September 30, 2020; Apportioning said levy among the various funds and items for which revenue must be raised including providing a Sinking Fund for the retirement of the Bonded Debt for the City of Lampasas; and establishing an Effective date.

REQUESTED BY: Yvonne Moreno, Finance Director

SUBMITTED BY: Yvonne Moreno, Finance Director

DATE SUBMITTED: Sept. 5, 2019 FOR THE AGENDA OF: Sept. 9, 2019

Expenditure Required: N/A

Available Funding: N/A

Attachments:

SUMMARY STATEMENT:

The attached ordinance adopts a total tax rate of \$0.395218 cents for the 2019 tax year. The tax rate is divided between \$0.309420 cents for general fund maintenance and operations and \$0.088798 cents for debt service (interest and sinking fund.)

The motion to adopt the ordinance that sets the tax rate must be made in the following form with a record vote:

“I move that property tax rate be increased by the adoption of a tax rate of \$0.395218, which is effectively a 1.72 percent increase in the tax rate.”

Recommendation: Please take record vote on setting the tax rate.

ORDINANCE NO. _____

AN ORDINANCE SETTING THE TAX RATE AND LEVYING A TAX UPON ALL PROPERTY SUBJECT TO TAXATION WITHIN THE CITY OF LAMPASAS, TEXAS, FOR THE 2019 TAX YEAR FOR THE USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY OF LAMPASAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019 AND ENDING SEPTEMBER 30, 2020; APPORTIONING SAID LEVY AMONG THE VARIOUS FUNDS AND ITEMS FOR WHICH REVENUE MUST BE RAISED INCLUDING PROVIDING A SINKING FUND FOR THE RETIREMENT OF THE BONDED DEBT OF THE CITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Chief Appraiser of the Lampasas County Tax Appraisal District has prepared and certified the appraisal roll for the City of Lampasas, Texas, said roll being that portion of the approved appraisal roll of the Lampasas County Tax Appraisal District which lists property taxable by the City of Lampasas, Texas; and

WHEREAS, the City has duly complied with all state requirements regarding notification of the public; and

WHEREAS, two public hearings were duly held on August 26, 2019 and September 3, 2019 and all interested persons were given an opportunity to be heard; and

WHEREAS, the City Council has complied with all applicable requirements of the Texas Property Tax Code prior to setting the tax rate for said City for 2019; and

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

SECTION 1. That the tax rate of the City of Lampasas, Texas for the tax year 2019 be, and is hereby, set at \$0.395218 on each one hundred dollars (\$100) of the taxable value of real and personal property not exempt from taxation by the constitution and laws of this state situated within the corporate limits of said City.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 0.76 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$2.35

SECTION 2. That there is hereby levied and there shall be collected for the tax year 2019 for the use, support, and permanent improvements of the municipal government of the City of Lampasas, Texas and to provide interest and sinking funds for the retirement of debt, upon all real and personal property not exempt from taxation by the constitution and laws of this state situated within the corporate limits of said City, said tax; and said tax, so levied and collected shall be apportioned to the specific purposes hereinafter set forth; to wit;

- A. For the payment of current expenses and to be deposited in the general fund (for the purposes of maintenance and operations) \$0.309420 cents on each one hundred dollars (\$100) of the taxable value of such property; and,

B. To pay interest and principal sinking fund requirements on all outstanding indebtedness of said City \$0.085798 cents on each \$100 dollars (\$100) of taxable value of such property.

SECTION 3. That the Chief Appraiser is hereby authorized to assess and collect the taxes of said City employing the above tax rate.

SECTION 4. That the Director of Finance in said City shall keep accurate and complete records of all monies collected under this Ordinance and of the purposes for which same are expended.

SECTION 5. That monies collected pursuant to this Ordinance shall be expended as set forth in the City of Lampasas Annual Budget 2019-2020.

SECTION 6. That all monies collected which are not specifically appropriated shall be deposited in the general fund.

SECTION 7. That all ordinance shall take effect and be in full force and effect from and after its passage and approval according to law.

READ AND APPROVED on the First Reading this _____ day of _____, 2019.

PASSED AND APPROVED, on the Second Reading, at a regular meeting of the City Council of the City of Lampasas, Texas this _____ day of _____, 2019, at which meeting a quorum was present, held in accordance with the provisions of Article 6252-17, V.A.T.S.

APPROVED

Misti Talbert, Mayor

ATTEST:

Christina Marez, City Secretary

Approved as to form:

Jo Christy Brown, City Attorney

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City Manager

BUSINESS FOR THE CITY COUNCIL
OF THE
CITY OF LAMPASAS

7.11
Item Number

SUBJECT:

DISCUSSION AND POSSIBLE ACTION REGARDING RATIFYING THE
PROPERTY TAX REVENUE INCREASE REFLECTED IN THE FISCAL YEAR
2019-2020 BUDGET.

REQUESTED BY: Finley deGraffenried
SUBMITTED BY: Finley deGraffenried

DATE SUBMITTED: Sept. 5, 2019 FOR THE AGENDA OF: Sept. 9, 2019

Expenditure Required: N/A
Available Funding: N/A
Attachments: none

SUMMARY STATEMENT:

Local Government Code, Section 102.007 requires a separate vote of the governing body of a city to ratify the property tax revenue increase reflected in the budget. The tax rate of \$0.395218 will increase revenues this fiscal year by \$55,072 over last fiscal year. The separate vote is in addition to and separate from the vote to adopt the budget or a vote required to set the tax rate.

Recommendation: Staff recommends approval to ratify the property tax increase reflected in the budget by a Record Vote.

****Mayor, please request the City Secretary to take a Recorded Roll Call Vote.**

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City Manager

ITEM NO. 7.12

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

Subject:

DISCUSSION AND POSSIBLE ACTION ON AN ORDINANCE OF THE CITY OF LAMPASAS, TEXAS, AN ORDINANCE AMENDING THE LAMPASAS CODE OF ORDINANCES, CHAPTER 82 (UTILITIES) BY ADDING NEW ARTICLE VIII TO BE ENTITLED "POLE ATTACHMENT, STANDARDS AND SPECIFICATIONS"; PROVIDING COMPREHENSIVE POLE ATTACHMENT REGULATIONS; ESTABLISHING THE PERMITTING AND APPROVAL PROCESS FOR POLE ATTACHMENTS; ESTABLISHING DESIGN STANDARDS AND CRITERIA FOR SAME; ADOPTING A FEE SCHEDULE FOR POLE ATTACHMENTS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Requested By: Gary Cox, Assistant City Manager

Submitted By: Gary Cox Assistant City Manager

Date Submitted: September 5, 2019

For the Agenda of: September 9, 2019

Procurement and Funding Statement:

N/A

Attachments: Draft Ordinance

Summary Statement:

In consultation with Local Government Services (Pole audit consultant), it has been recommended the City consider adopting design and specification criteria for attachments to city utility poles and infrastructure prior to renegotiating pole attachment agreements. Currently the City does not have any formal processes in place related to the permitting, installation or design of attachments to our systems, but rather relies upon standards set forth in the National Electric Safety Code.

Chapter 284 LGC and Chapter 66 Utilities Code provide that a municipality has the authority to exercise police powers and enact standards related to wireless and wired attachments to poles and other public infrastructure. Based upon research, staff found numerous examples of pole attachment and design processes, which have been adopted by municipalities and utility providers. In consultation with our Electric Department and Public Works Director, staff recommends the Council consider adopting the design and specifications in place for CPS

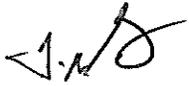
Energy (San Antonio) as it provides for a comprehensive manual addressing design standards, make ready, applications, permitting, violations and fees for the various types of pole attachments and provides for enforcement authority for provisions of the manual.

A draft ordinance, which was prepared in consultation with and reviewed by the City Attorney, is provided for Council's consideration to adopt pole attachment standards and specifications to the Code of Ordinances.

The CPS Manual is available for Council to review if desired, however has not been included in the packet due to volume.

Recommendation:

Staff recommends the adoption of an ordinance adopting pole attachment standards and specifications for the City of Lampasas.



City Manager

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

7.13
Item Number

SUBJECT:

Discussion and possible action concerning the first reading of an Ordinance Amending Appendix A (Fee Schedule), Chapter 62 (Solid Waste), Article III (Billing, Rates, and Fees) related to the collection of Solid Waste of the Code of Ordinances of the City of Lampasas. Providing for an increase in the rates to be charged for Residential Solid Waste collection; Providing for repeal of conflicting ordinances; providing a severability clause and providing an effective date.

Requested By: Yvonne Moreno, Finance Director
Submitted By: Yvonne Moreno, Finance Director

Date Submitted: September 5, 2019 For the Agenda of: September 9, 2019
Expenditure Required: N/A
Available Funding: N/A
Attachments:

SUMMARY STATEMENT:

Please review and approve the attached ordinance. This rate increase was discussed and approved by Council during the 2019-2020 proposed budget workshop. As discussed, the rate will increase by \$1.25 for residential pickup only and will go into effect the first billing in October 2019.

Recommendation: Motion to approve first reading of Ordinance amending the City's fee schedule related to solid waste rates.

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A OF THE CITY OF LAMPASAS CODE OF ORDINANCES, CHAPTER 62, SOLID WASTE, ARTICLE III – BILLING, RATES AND FEES RELATED TO THE COLLECTION OF SOLID WASTE; PROVIDING SEVERABILITY AND REPEALER CLAUSES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lampasas, as a home-rule municipal corporation legally authorized by the State of Texas to regulate the solid waste collection rates for services provided to the various classes of customers in its municipal waste collection system; and

WHEREAS, the City Council, the City Manager and the City Staff have recognized the need for an increase in the fee regarding residential collection in the City; and

WHEREAS, as a result of this effort by the City Council, its City Manager and its Staff, the increase in rates will begin with the first billing in October 2019.

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

SECTION I. That all matters and facts recited in the preamble of this Ordinance are hereby found and determined to be true and correct.

SECTION II. That Appendix A of the Code of Ordinances, Chapter 62, City of Lampasas, Texas is hereby amended to read as follows:

Appendix A – Fee Schedule

Chapter 62. Solid Waste

Article III. Billing; Rates and Fees

- (a) Collection service fees (minimum monthly)
 - (1) Industrial and commercial units: No Change

Effective for the City's Billing Cycles, beginning on or after the final approval of this Ordinance and fulfillment of applicable publication requirements.		NUMBER OF PICKUPS PER WEEK					Each Extra Pick Up
		ONE (1)	TWO (2)	THREE (3)	FOUR (4)	FIVE (5)	
SIZE OF DUMPSTER	QUANTITY						
(a) THREE CUBIC YDS	1	65.60	150.83	226.23	301.69	377.09	66.11
(b) SIX CUBIC YDS	1	150.83	301.69	452.50	603.32	754.18	95.54
(c) EIGHT CUBIC YDS	1	201.12	402.24	603.32	804.43	1005.56	95.54

(Description)	(Amount)
(1a) Commercial Hand Pick Up	\$16.31 No Change
(2) <i>(No Change in this item.)</i>	
(3) Residential units (monthly collection fees) "At Your Door" and Recycling	\$18.06
(4) <i>(No change in this item.)</i>	

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

SECTION IV. CONFLICTING ORDINANCES. This Ordinance supersedes and repeals all ordinances or parts of ordinances, if any, in conflict herewith; however, such currently existing ordinances shall remain in full force and effect until the effective date of this Ordinance.

SECTION V. EFFECTIVE DATE. This Ordinance shall be effective upon the 1st of the month following the final passage and publication as provided in Section 2:12 of the City Charter of the City of Lampasas, Texas.

READ and APPROVED on First Reading on the _____ day of September 2019.

READ and ADOPTED on Second Reading on the _____ day of September 2019.

Misti Talbert, Mayor

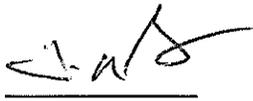
ATTEST:

Christina Marez, City Secretary

APPROVED AS TO FORM:

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

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City Manager

ITEM NO. 7.14

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

Subject:

Discussion and possible action regarding the award of quote for two replacement servers in the amount of \$14,393.58

Requested By: Monica Wright, IT Director

Submitted By: Monica Wright, IT Director

Date Submitted: September 4, 2019

For the Agenda of: September 9, 2019

Procurement and Funding Statement:

This is an accelerated purchase (10-505-5265.02)

Attachments: Proposal

Summary Statement:

Staff is recommending the approval of an accelerated purchase for two replacement servers at a 64% savings that vendor is offering to agencies affected by the ransomware attack that occurred on August 16, 2019.

The two replacement servers were a request made in the FY 19-20 budget. The servers will replace (2) existing servers located at City Hall. Currently, one of the existing servers is inoperable due to ransomware, and rather than rebuilding it, staff would like to make a recommendation to proceed with purchase of the new servers due to the substantial savings and the need to get the other server operational.

These items are covered under the State DIR-TSO-3763 contract. In addition, the City of Lampasas account was approved to be sold at net terms.

Recommendation:

Consider a motion to approve the award of quote for two replacement servers to Dell EMC in the amount of \$14,393.58.



A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000045622401.1	Sales Rep	Ryan Riddle
Total	\$14,393.58	Phone	(800) 456-3355, 5139373
Customer #	2438758	Email	Ryan_Riddle@Dell.com
Quoted On	Sep. 04, 2019	Billing To	MONICA WRIGHT
Expires by	Oct. 04, 2019		CITY OF LAMPASAS
Solution ID	11494681		312 E 3RD ST
Deal ID	18583922		LAMPASAS, TX 76550-2820

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Ryan Riddle

Shipping Group

Shipping To	Shipping Method
MONICA WRIGHT CITY OF LAMPASAS 312 E 3RD ST LAMPASAS, TX 76550-2820 (512) 556-3641	Express Delivery

Product	Unit Price	Qty	Subtotal
PowerEdge R540 - [amer_r540_12425]	\$7,196.79	2	\$14,393.58

Subtotal:	\$14,393.58
Shipping:	\$0.00
Non-Taxable Amount:	\$14,393.58
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00
<hr/>	
Total:	\$14,393.58

Special lease pricing may be available for qualified customers and offers. Please contact your DFS Sales Representative for details.

Shipping Group Details

Shipping To

MONICA WRIGHT
CITY OF LAMPASAS
312 E 3RD ST
LAMPASAS, TX 76550-2820
(512) 556-3641

Shipping Method

Express Delivery

Description	SKU	Unit Price	Qty	Subtotal
PowerEdge R540 - [amer_r540_12425]		\$7,196.79	2	\$14,393.58
Estimated delivery if purchased today: Sep. 13, 2019 Contract # 75AHH Customer Agreement # DIR-TSO-3763				
PowerEdge R540 Server	210-ALZH	-	2	-
PowerEdge R540 MLK Motherboard	384-BCFV	-	2	-
No Trusted Platform Module	461-AADZ	-	2	-
3.5" Chassis with up to 12 Hot Plug Hard Drives	321-BCUJ	-	2	-
Internal PERC	405-AAOM	-	2	-
PowerEdge R540 Shipping	340-BSID	-	2	-
PowerEdge R540 Shipping Material	481-BBDQ	-	2	-
Intel Xeon Silver 4214 2.2G, 12C/24T, 9.6GT/s, 16.5M Cache, Turbo, HT (85W) DDR4-2400	338-BSDL	-	2	-
No Additional Processor	374-BBBX	-	2	-
2xLP, 1 CPU No Riser Configuration	330-BBIU	-	2	-
Thank You for Choosing Dell	555-BBNG	-	2	-
2666MT/s RDIMMs	370-ADNU	-	2	-
Performance Optimized	370-AAIP	-	2	-
Unconfigured RAID	780-BCDS	-	2	-
PERC H730P RAID Controller, 2GB NV Cache, Adapter, Low Profile	405-AAOE	-	2	-
BOSS controller card + with 2 M.2 Sticks 480GB (RAID 1), LP	403-BBUU	-	2	-
Windows Server 2019 Standard, 16CORE, FI, No Med, No CAL, Multi Language	634-BSFE	-	2	-
Windows Server 2019 Standard, 16CORE, Media Kit, Multi Language	634-BSGL	-	2	-
Windows Server 2019 Standard, No Media, WS2016 STD Downgrade Media, Multi Language	634-BSGN	-	2	-
iDRAC9, Enterprise	385-BBKT	-	2	-
iDRAC Group Manager, Disabled	379-BCQY	-	2	-
iDRAC, Factory Generated Password	379-BCSF	-	2	-
On-Board LOM	542-BBBP	-	2	-
No Internal Optical Drive	429-AAIQ	-	2	-
Dual, Hot-plug, Redundant Power Supply (1+1), 750W	450-AGRC	-	2	-
PowerEdge 2U Standard Bezel	325-BCHU	-	2	-

Dell EMC Luggage Tag	350-BBLI	-	2	-
Quick Sync 2 (At-the-box mgmt)	350-BBKV	-	2	-
Performance BIOS Settings	384-BBBL	-	2	-
UEFI BIOS Boot Mode with GPT Partition	800-BBDM	-	2	-
ReadyRails Sliding Rails With Cable Management Arm	770-BBBR	-	2	-
No Systems Documentation, No OpenManage DVD Kit	631-AACK	-	2	-
iDRAC Service Module (ISM), NOT Installed	379-BCQX	-	2	-
US Order	332-1286	-	2	-
Dell Hardware Limited Warranty Plus On-Site Service	815-4328	-	2	-
ProSupport: Next Business Day On-Site Service After Problem Diagnosis, 3 Years	815-4373	-	2	-
ProSupport: 7x24 HW/SW Technical Support and Assistance, 3 Years	815-4385	-	2	-
Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	989-3439	-	2	-
On-Site Installation Declined	900-9997	-	2	-
32GB RDIMM 2666MT/s Dual Rank	370-ADNF	-	6	-
480GB SSD SATA Read Intensive 6Gbps 512 2.5in Hot-plug AG Drive,3.5in HYB CARR, 1 DWPD, 876 TBW	400-AXRJ	-	4	-
8TB 7.2K RPM SATA 6Gbps 512e 3.5in Hot-plug Hard Drive	400-ASIF	-	8	-
Windows Server® 2019 Standard Edition, Add License,2CORE,NO MEDIA/KEY	634-BSGC	-	2	-
10-pack of Windows Server 2019/2016 User CALs (Standard or Datacenter)	634-BSFS	-	2	-
NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America	450-AALV	-	4	-

Subtotal:	\$14,393.58
Shipping:	\$0.00
Estimated Tax:	\$0.00
<hr/>	
Total:	\$14,393.58

Important Notes

Terms of Sale

Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request: [Dell's Terms of Sale](#), which include a binding consumer arbitration provision and incorporate Dell's U.S. [Return Policy](#) and Warranty (for [Consumer warranties](#); for [Commercial warranties](#)).

If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - [Type A](#) and use of the Dell-branded system software is subject to the Dell End User License Agreement - [Type](#).

If your purchase is for Mozy, in addition to the foregoing applicable terms, your use of the Mozy service is subject to the terms and conditions located at <https://mozy.com/about/legal/terms>.

If your purchase is for Boomi services or support, your use of the Boomi Services (and related professional service) is subject to the terms and conditions located at <https://boomi.com/msa>.

If your purchase is for Secureworks services or support, your use of the Secureworks services (and related professional service) is subject to the terms and conditions located at <https://www.secureworks.com/eula/eula-us>.

If this purchase is for (a) a storage product identified in the DELL EMC Satisfaction Guarantee Terms and Conditions located at (["Satisfaction Guarantee"](#)) and (ii) three (3) years of a ProSupport Service for such storage product, in addition to the foregoing applicable terms, such storage product is subject to the Satisfaction Guarantee.

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: **Dell Marketing □.P.**

Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.

If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.



ITEM NO. 7.15

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

Subject:

Discussion and possible action regarding the purchase of a replacement SCADA computer/software in the amount of \$15,995.00.

Requested By: Van Sims, Water Wastewater Operations Manager

Submitted By: Rickie Roy, Director of Public Works

Date Submitted: September 4, 2019 For the Agenda of: September 9, 2019

Procurement and Funding Statement:

TraC-n-Trol, Inc. is a sole source provider the Supervisory Control and Data Acquisition (SCADA) system for the City. Funding will be allocated from the year-end budget projections balance.

Attachments: Quote

Summary Statement:

The current SCADA computer was compromised in the recent ransomware incident and is not operational. TraC-nTrol has provided the City with a loaned computer to maintain operational functions of our systems, however only minimal functionality is provided.

While the computer was not planned for replacement for the current FY, staff has been informed that due to the age of the device and the operating system (Windows 7) reaching end of life and no longer supported, it would be more cost effective to replace versus attempting to restore the existing device. The bulk of the costs of the replacement device result from a newer version of the SCADA software, which is required due to the update in the operating system to Windows 10. The quote also includes installation and programming of the SCADA software to operate with our systems.

Staff has consulted with the TML Risk Pool regarding insurance coverage for the equipment and is awaiting a response.

Recommendation:

Motion to approve the purchase of a replacement SCADA computer and associated services from TraC-n-Trol, Inc. for \$15,995.00.



From: Ryan Wood
PO Box 5056
Georgetown, TX 78627
Phone: 512-930-5721
Fax: 512-869-7621
Email: rwood@tracntrol.com

Quotation

Date: August 22, 2019
To: Van Sims
Lampasas, City of
312 E 3rd Street
Lampasas, TX 76550-2820
Sent via: Email
cc:

Project: City of Lampasas – Replacement SCADA Computer and HMI Software

Scope of Work:

1. Labor, materials, and programming for the installation of a new SCADA computer and associated software.
2. Warranty – Dell 3-Year Warranty only
3. On and off-site Technical support – 24/7 for the life of the system.
4. Training as required.

Deliverables:

1. Provide a new SCADA computer to include:
 - a. Dell Precision 5820 Workstation
 - b. Windows 10 Pro Operating System
 - c. Intel Xeon W-2123 Processor
 - d. 16GB (2x8GB) 2666MHz RDIMM ECC Memory
 - e. Radeon Pro WX 4100, 4GB Video Card
 - f. 1TB 7200RPM SATA Hard Drive
 - g. 16x and 8x DVD+/- Optical Drives
 - h. 1GB NIC add-in Network Card (Secondary Ethernet Port)
 - i. Microsoft Office Home and Business 2019
 - j. 3 Year ProSupport Plus with Next Business Day Onsite Service Warranty
 - k. Re-use the (4) existing monitors.
 - l. Re-use the existing UPS battery back-up.
2. Burn-in and set-up of new computer to include download of required Microsoft updates.
3. Furnish an upgraded Wonderware HMI software package to the current version, compatible with Windows 10.
4. Furnish an upgraded Win-911 Alarming software to the current version. This will also include a new modem compatible with Windows 10.
5. Installation of software on new SCADA computer.
6. Transfer of existing Wonderware HMI and Win-911 software applications from existing computer or backup drive to the new SCADA computer, and verify operation and functionality.

Exclusions and Assumptions:

1. Local and state sales taxes are excluded from quoted pricing.
2. Performance and payment bonds are excluded from quoted pricing.
3. Installation of field instrumentation other than equipment specified will be invoiced on a cost-plus basis.
4. This proposal assumes that equipment can be temporarily removed from service while improvements are implemented.
5. This proposal assumes that all existing equipment is operational and fully functional, and that only the items listed above under "Deliverables" are to be provided and installed. If any other equipment is in need of replacement, it will be handled on a cost-plus basis.
6. Re-use the (4) existing monitors.
7. Re-use the existing UPS battery back-up.

Terms:

1. Invoices are due Net 30 days from date of invoice. Balances paid after due date are subject to a 1.5% charge.
2. Mobilization and equipment will be invoiced at 50% of contract amount upon acceptance of quotation. Freight is prepaid and included in quoted pricing.
3. Balance of contract will be paid upon completion.
4. Pricing is valid for 30 days from date of quotation.
5. System is quoted for completion within 60 days of approval.

Quotation:

Item	Quoted Pricing
City of Lampasas – SCADA Computer and HMI Software	\$15,995.00

Respectfully submitted:

Accepted & Date

Ryan Wood

Ryan Wood, TraC-n-trol, Inc.

Lampasas, City of

Date

If acceptable, please sign, date, and return to our office.

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City Manager

ITEM NO. 7.16

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

Subject:

Discussion and possible action regarding the award of a contract through the TX Community Development Block Grant Program (CDBG) for the replacement of a water line in W. Avenue C between Porter and Ridge Streets and consideration of add alternates to the project.

Requested By: Gary Cox, Assistant City Manager

Submitted By: Gary Cox Assistant City Manager

Date Submitted: September 5, 2019

For the Agenda of: September 9, 2019

Procurement and Funding Statement:

This project was procured through a sealed bid process and in accordance with CDBG requirements. The base project as identified in the CDBG bid solicitation will be funded through the CDBG Grant (\$265,000.00), local match funds (\$55,000.00) and funds from 520-5530 (Water Extensions & Upgrades) (\$50,759.60) for a total of \$370,759.60. This funds the base project and fees due for professional services. Funding for alternate proposals is recommended as outline below by staff.

Attachments: Bid Tabulations

Summary Statement:

This project was advertised for bid in accordance with the CDBG grant program for the replacement of a water line in W. Avenue C from Ridge to Porter as well as three alternate bids for work to complete connectivity to Key Avenue. Four (4) bids were received as outlined in the table below. The detailed bid tabs are attached for reference.

Bid Summary

Bidders	Royal Vista Inc.	A& S Underground LLC	QRO-MEX	M&C Fonseca
Base Bid	\$442,221.00	\$417,726.50	\$350,759.60	\$432,262.00
Alternate 1	\$40,230.00	\$44,135.70	\$39,148.00	\$44,888.00
Alternate 2	\$55,639.00	\$56,692.10	\$49,951.00	\$60,400.00
Alternate 3	\$61,916.00	\$61,347.95	\$52,742.00	\$67,187.00
Total Bid Amount	\$600,006.00	\$579,902.25	\$492,600.60	\$604,737.00

Based on the bid tabulations and the engineer's verification of qualifications, QRO-MEX Construction Co., Inc. is the apparent low bidder on the base project as well as the alternates. QRO-MEX has previously performed satisfactory work for the City within the past 24 months.

The Community Development Block Grant provides for \$265,000.00 in funding and the City has dedicated \$55,000.00 (520-5530 Water Extensions & Upgrades) in local match for the project. These funds total \$320,000.00. Based upon contractual obligations for grant administrative services and engineering expenses, a balance of \$20,000.00 is due (\$15k Langford Community Management & \$5k Eckermann Engineering). This leaves \$300,000.00 available for the completion of the project and a balance of \$50,759.60 needed to fund the base project costs without consideration of the alternate bids.

Staff has identified funding within the Water Department, account 520-5530 (Water Extensions & Upgrades) to cover the \$50,759.60 needed for the cover the base project. This will leave a projected balance in this account of \$49,240.00 for the remainder of FY19/20.

The Base Bid includes replacement of the water line and associated connections from Porter to Ridge along W. Avenue C and a section along W. Avenue A from Porter to FM 580.

The Alternate bids reflect a block-by-block extension of the base project from Ridge to Key Avenue along W. Avenue C. In discussions with staff, if funding could be allocated for the alternates, the priority would be in numerical order of the alternate project bids starting with Alternate 1.

Alternate 1 = Ridge to Broad	\$39,148.00
Alternate 2 = Broad to Walnut	\$49,951.00
Alternate 3 = Walnut to Key	\$52,742.00

Total: \$141,841.00

Staff would recommend funding the alternates if funds can be identified so as not to leave three blocks of the line incomplete. The funds remaining in account 520-5530 (Water Extensions & Upgrades) \$49,240.00 could be used to fund Alternate 1. However would not leave a balance for any other projects, which may arise. These funds are not specifically allocated for any project, however are used to address needs which arise for line extensions and or replacements which occur throughout the FY. Staff would seek Councils direction on other funds available for use.

Other Potential sources for the funding are:

2016 Certificates of Obligation (Approximate balance \$ 682,000.00 after accounted encumbrances)
Fund Balance Reserves

Recommendation:

Motion to award of a base contract to QRO-MEX Construction Co. Inc., for \$350,759.60 and add alternates as directed by Council motion, authorizing the City Manager to execute related documents.
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CITY OF LAMPASAS		BID OPENING DATE: 8/28/2019							
BID TABULATION		TIME: 2:00 P.M.							
PROJECT CONSULTANTS: ECKERMANN ENGINEERING, INC.		LOCATION: CITY HALL							
PROJECT: 2018 CDBG - TXCDBG Contract No. 7218529		LIQUIDATED DAMAGES: \$250.00 PER CALENDAR DAY							
		DURATION: 120 CALENDAR DAYS							
RESPONSES: 4									
BIDDER(S):		QRO-MEX CONSTRUCTION CO., INC.	A&S UNDERGROUND, LLC	ROYAL VISTA INC.					
LOCATION:		Granite Shoals, TX	Kempner, TX	Liberty Hill, TX					
GUARANTEE: BB-Bid Bond CC-Cashiers Check CTC-Cert. Chk.		BB	BB	BB					
ADDENDA ACKNOWLEDGED		1	1	1					
STATEMENT OF BIDDER'S QUALIFICATIONS INCLUDED		Yes	Yes	Yes					
CONTRACTOR CERTIFICATES INCLUDED		Yes	Yes	Yes					
BASE BID									
ITEM NO.	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	375	LF	2" SCH 40 PVC WATER PIPE BY OPEN CUT	\$28.00	\$ 10,500.00	\$50.00	\$ 18,750.00	\$21.00	\$ 7,875.00
2	12	LF	4" C-900 PVC WATER LINE (DR18) BY OPEN CUT	\$30.00	\$ 360.00	\$61.00	\$ 732.00	\$38.00	\$ 456.00
3	391	LF	6" C-900 PVC WATER LINE (DR18) BY OPEN CUT	\$45.00	\$ 17,595.00	\$54.00	\$ 21,114.00	\$40.00	\$ 15,640.00
4	2850	LF	8" C-900 PVC WATER LINE (DR18) BY OPEN CUT	\$49.00	\$ 139,650.00	\$58.00	\$ 165,300.00	\$45.00	\$ 128,250.00
5	15	LF	8" DI WATER LINE BY OPEN CUT	\$60.00	\$ 900.00	\$86.00	\$ 1,290.00	\$65.00	\$ 975.00
6	20	LF	12" STEEL ENCASMENT PIPE BY OPEN CUT WITH 6" C-900 PVC WATER CARRIER PIPE INSIDE	\$125.00	\$ 2,500.00	\$226.30	\$ 4,526.00	\$120.00	\$ 2,400.00
7	40	LF	12" STEEL ENCASMENT PIPE BY BORE WITH 8" C-900 PVC WATER CARRIER PIPE INSIDE	\$130.00	\$ 5,200.00	\$291.00	\$ 11,640.00	\$400.00	\$ 16,000.00
8	1	EA	4" GATE VALVES	\$700.00	\$ 700.00	\$981.00	\$ 981.00	\$1,300.00	\$ 1,300.00
9	8	EA	6" GATE VALVES	\$950.00	\$ 7,600.00	\$1,125.00	\$ 9,000.00	\$1,500.00	\$ 12,000.00
10	13	EA	8" GATE VALVES	\$1,250.00	\$ 16,250.00	\$1,495.00	\$ 19,435.00	\$1,900.00	\$ 24,700.00
11	1.1	TON	DI FITTINGS	\$456.00	\$ 501.60	\$22,585.00	\$ 24,843.50	\$25,000.00	\$ 27,500.00
12	3	EA	FIRE HYDRANT ASSEMBLY	\$5,000.00	\$ 15,000.00	\$4,717.00	\$ 14,151.00	\$4,800.00	\$ 14,400.00
13	3	EA	REMOVE EXISTING FIRE HYDRANT	\$1,000.00	\$ 3,000.00	\$475.00	\$ 1,425.00	\$500.00	\$ 1,500.00
14	1	EA	RECONNECT EXISTING WATER SERVICE LINE TO NEW LINE IN STREET	\$1,000.00	\$ 1,000.00	\$1,522.00	\$ 1,522.00	\$1,900.00	\$ 1,900.00
15	45	EA	RECONNECT EXISTING WATER METER TO NEW WATER LINE WITH NEW SERVICE LINE	\$1,000.00	\$ 45,000.00	\$1,318.00	\$ 59,310.00	\$1,900.00	\$ 85,500.00
16	1	EA	FLUSH VALVE, INSTALLATION ONLY (FLUSH VALVE TO BE PROVIDED BY CITY)	\$3,500.00	\$ 3,500.00	\$1,005.00	\$ 1,005.00	\$750.00	\$ 750.00
17	3643	LF	HMAC TRENCH REPAIR	\$20.00	\$ 72,860.00	\$11.00	\$ 40,073.00	\$24.00	\$ 87,432.00
18	3643	LF	TRENCH SAFETY	\$1.00	\$ 3,643.00	\$3.00	\$ 10,929.00	\$1.00	\$ 3,643.00
19	1	LS	SIGNS, BARRICADES, AND TRAFFIC CONTROL DEVICES	\$5,000.00	\$ 5,000.00	\$11,700.00	\$ 11,700.00	\$10,000.00	\$ 10,000.00
SUBTOTAL BASE BID					\$ 350,759.80		\$ 417,726.50		\$ 442,221.00

BIDDER(S):			GRO-MEX CONSTRUCTION CO., INC.		A&S UNDERGROUND, LLC		ROYAL VISTA INC.		
ADD ALTERNATE 1									
1	66	LF	6" C-900 PVC WATER LINE (DR18) BY OPEN CUT	\$45.00	\$ 2,970.00	\$56.00	\$ 3,696.00	\$40.00	\$ 2,640.00
2	352	LF	8" C-900 PVC WATER LINE (DR18) BY OPEN CUT	\$49.00	\$ 17,248.00	\$59.00	\$ 20,768.00	\$45.00	\$ 15,840.00
3	2	EA	6" GATE VALVES	\$975.00	\$ 1,950.00	\$1,125.00	\$ 2,250.00	\$1,500.00	\$ 3,000.00
4	1	EA	8" GATE VALVES	\$1,250.00	\$ 1,250.00	\$1,495.00	\$ 1,495.00	\$1,900.00	\$ 1,900.00
5	0.14	TON	DI FITTINGS	\$6,800.00	\$ 952.00	\$42,255.00	\$ 5,915.70	\$25,000.00	\$ 3,500.00
6	1	EA	RECONNECT EXISTING WATER METER TO NEW WATER LINE WITH NEW SERVICE LINE	\$1,000.00	\$ 1,000.00	\$1,351.00	\$ 1,351.00	\$1,900.00	\$ 1,900.00
7	418	LF	HMAC TRENCH REPAIR	\$20.00	\$ 8,360.00	\$11.00	\$ 4,598.00	\$24.00	\$ 10,032.00
8	418	LF	TRENCH SAFETY	\$1.00	\$ 418.00	\$3.00	\$ 1,254.00	\$1.00	\$ 418.00
9	1	LS	SIGNS, BARRICADES, AND TRAFFIC CONTROL DEVICES	\$5,000.00	\$ 5,000.00	\$2,808.00	\$ 2,808.00	\$1,000.00	\$ 1,000.00
SUBTOTAL ADD ALTERNATE 1				\$ 39,148.00		\$ 44,135.70		\$ 40,230.00	
ADD ALTERNATE 2									
1	42	LF	2" SCH 40 PVC WATER PIPE BY OPEN CUT	\$28.00	\$ 1,176.00	\$51.00	\$ 2,142.00	\$21.00	\$ 882.00
2	79	LF	4" C-900 PVC WATER LINE (DR18) BY OPEN CUT	\$30.00	\$ 2,370.00	\$51.00	\$ 4,029.00	\$38.00	\$ 3,002.00
3	354	LF	8" C-900 PVC WATER LINE (DR18) BY OPEN CUT	\$49.00	\$ 17,346.00	\$59.00	\$ 20,886.00	\$45.00	\$ 15,930.00
4	3	EA	4" GATE VALVES	\$650.00	\$ 1,950.00	\$981.00	\$ 2,943.00	\$1,300.00	\$ 3,900.00
5	1	EA	8" GATE VALVES	\$1,250.00	\$ 1,250.00	\$1,495.00	\$ 1,495.00	\$1,900.00	\$ 1,900.00
6	0.13	TON	DI FITTINGS	\$6,800.00	\$ 884.00	\$31,270.00	\$ 4,065.10	\$25,000.00	\$ 3,250.00
7	1	EA	FIRE HYDRANT ASSEMBLY	\$5,000.00	\$ 5,000.00	\$4,717.00	\$ 4,717.00	\$4,800.00	\$ 4,800.00
8	1	EA	REMOVE FIRE HYDRANT ASSEMBLY	\$1,000.00	\$ 1,000.00	\$475.00	\$ 475.00	\$500.00	\$ 500.00
9	4	EA	RECONNECT EXISTING WATER METER TO NEW WATER LINE WITH NEW SERVICE LINE	\$1,000.00	\$ 4,000.00	\$1,383.00	\$ 5,532.00	\$1,900.00	\$ 7,600.00
10	475	LF	HMAC TRENCH REPAIR	\$20.00	\$ 9,500.00	\$11.00	\$ 5,225.00	\$24.00	\$ 11,400.00
11	475	LF	TRENCH SAFETY	\$1.00	\$ 475.00	\$3.00	\$ 1,425.00	\$1.00	\$ 475.00
12	1	LS	SIGNS, BARRICADES, AND TRAFFIC CONTROL DEVICES	\$5,000.00	\$ 5,000.00	\$2,808.00	\$ 2,808.00	\$2,000.00	\$ 2,000.00
SUBTOTAL ADD ALTERNATE 2				\$ 49,951.00	*	\$ 55,742.10		\$ 55,639.00	

BIDDER(S):			QRO-MEX CONSTRUCTION CO., INC.		A&S UNDERGROUND, LLC		ROYAL VISTA INC.		
ADD ALTERNATE 3									
1	52	LF	4" SCH 40 PVC WATER PIPE BY OPEN CUT	\$30.00	\$ 1,560.00	\$51.00	\$ 2,652.00	\$38.00	\$ 1,976.00
2	36	LF	6" C-900 PVC WATER LINE (DR18) BY OPEN CUT	\$45.00	\$ 1,620.00	\$58.00	\$ 2,088.00	\$40.00	\$ 1,440.00
3	455	LF	8" C-900 PVC WATER LINE (DR18) BY OPEN CUT	\$49.00	\$ 22,295.00	\$59.00	\$ 26,845.00	\$45.00	\$ 20,475.00
4	20	LF	12" STEEL ENCASEMENT PIPE BY OPEN CUT WITH 6" C-900 PVC WATER CARRIER PIPE INSIDE	\$60.00	\$ 1,200.00	\$120.60	\$ 2,412.00	\$120.00	\$ 2,400.00
5	1	EA	4" GATE VALVES	\$650.00	\$ 650.00	\$981.00	\$ 981.00	\$1,300.00	\$ 1,300.00
6	2	EA	6" GATE VALVES	\$975.00	\$ 1,950.00	\$1,125.00	\$ 2,250.00	\$1,500.00	\$ 3,000.00
7	2	EA	8" GATE VALVES	\$1,250.00	\$ 2,500.00	\$1,495.00	\$ 2,990.00	\$1,900.00	\$ 3,800.00
8	0.23	TON	DI FITTINGS	\$6,800.00	\$ 1,564.00	\$30,565.00	\$ 7,029.95	\$25,000.00	\$ 5,750.00
9	3	EA	RECONNECT EXISTING WATER METER TO NEW WATER LINE WITH NEW SERVICE LINE	\$1,000.00	\$ 3,000.00	\$1,230.00	\$ 3,690.00	\$1,900.00	\$ 5,700.00
10	543	LF	HMAC TRENCH REPAIR	\$20.00	\$ 10,860.00	\$11.00	\$ 5,973.00	\$24.00	\$ 13,032.00
11	543	LF	TRENCH SAFETY	\$1.00	\$ 543.00	\$3.00	\$ 1,629.00	\$1.00	\$ 543.00
12	1	LS	SIGNS, BARRICADES, AND TRAFFIC CONTROL DEVICES	\$5,000.00	\$ 5,000.00	\$2,808.00	\$ 2,808.00	\$2,500.00	\$ 2,500.00
SUBTOTAL ADD ALTERNATE 3				\$ 52,742.00		\$ 61,347.95		\$ 61,916.00	
TOTAL AMOUNT BID				\$ 492,600.60		\$ 578,952.25		\$ 600,006.00	

* Mathematical Error from Bid Form Found and Corrected

CITY OF LAMPASAS		PROJECT CONSULTANTS: ECKERMANN ENGINEERING, INC.		BID OPENING DATE: 8/28/2019	
BID TABULATION		PROJECT CONSULTANTS: ECKERMANN ENGINEERING, INC.		TIME: 2:00 P.M.	
PROJECT: 2018 CDBG - TXCDBG Contract No. 7218529		LIQUIDATED DAMAGES: \$250.00 PER CALENDAR DAY		LOCATION: CITY HALL	
		RESPONSES: 4		DURATION: 120 CALENDAR DAYS	
BIDDER(S):		M&C FONSECA CONSTRUCTION CO., INC.			
LOCATION:		Granite Shoals, TX			
GUARANTEE: BB-Bid Bond CC-Cashiers Check CTC-Cert. Chk.		BB			
ADDENDA ACKNOWLEDGED		1			
STATEMENT OF BIDDER'S QUALIFICATIONS INCLUDED		Yes			
CONTRACTOR CERTIFICATES INCLUDED		Yes			
BASE BID					
ITEM			UNIT	AMOUNT	
NO.	QTY	UNIT	PRICE	AMOUNT	
1	375	LF	\$22.00	\$ 8,250.00	
2	12	LF	\$38.00	\$ 456.00	
3	391	LF	\$45.00	\$ 17,595.00	
4	2850	LF	\$52.00	\$ 148,200.00	
5	15	LF	\$100.00	\$ 1,500.00	
6	20	LF	\$110.00	\$ 2,200.00	
7	40	LF	\$120.00	\$ 4,800.00	
8	1	EA	\$750.00	\$ 750.00	
9	8	EA	\$2,000.00	\$ 16,000.00	
10	13	EA	\$2,500.00	\$ 32,500.00	
11	1.1	TON	\$9,000.00	\$ 9,900.00	
12	3	EA	\$5,200.00	\$ 15,600.00	
13	3	EA	\$1,500.00	\$ 4,500.00	
14	1	EA	\$1,200.00	\$ 1,200.00	
15	45	EA	\$1,350.00	\$ 60,750.00	
16	1	EA	\$2,500.00	\$ 2,500.00	
17	3643	LF	\$25.00	\$ 91,075.00	
18	3643	LF	\$2.00	\$ 7,286.00	
19	1	LS	\$7,200.00	\$ 7,200.00	
SUBTOTAL BASE BID				\$ 432,262.00	

BIDDER(S):				M&C FONSECA CONSTRUCTION CO., INC.				
ADD ALTERNATE 1								
1	66	LF	6" C-900 PVC WATER LINE (DR18) BY OPEN CUT	\$38.00	\$	2,508.00		
2	352	LF	8" C-900 PVC WATER LINE (DR18) BY OPEN CUT	\$42.00	\$	14,784.00		
3	2	EA	6" GATE VALVES	\$2,000.00	\$	4,000.00		
4	1	EA	8" GATE VALVES	\$2,500.00	\$	2,500.00		
5	0.14	TON	DI FITTINGS	\$9,000.00	\$	1,260.00		
6	1	EA	RECONNECT EXISTING WATER METER TO NEW WATER LINE WITH NEW SERVICE LINE	\$1,350.00	\$	1,350.00		
7	418	LF	HMAC TRENCH REPAIR	\$25.00	\$	10,450.00		
8	418	LF	TRENCH SAFETY	\$2.00	\$	836.00		
9	1	LS	SIGNS, BARRICADES, AND TRAFFIC CONTROL DEVICES	\$7,200.00	\$	7,200.00		
SUBTOTAL ADD ALTERNATE 1					\$	44,888.00		
ADD ALTERNATE 2								
1	42	LF	2" SCH 40 PVC WATER PIPE BY OPEN CUT	\$22.50	\$	945.00		
2	79	LF	4" C-900 PVC WATER LINE (DR18) BY OPEN CUT	\$38.00	\$	3,002.00		
3	354	LF	8" C-900 PVC WATER LINE (DR18) BY OPEN CUT	\$52.00	\$	18,408.00		
4	3	EA	4" GATE VALVES	\$750.00	\$	2,250.00		
5	1	EA	8" GATE VALVES	\$2,500.00	\$	2,500.00		
6	0.13	TON	DI FITTINGS	\$9,000.00	\$	1,170.00		
7	1	EA	FIRE HYDRANT ASSEMBLY	\$5,200.00	\$	5,200.00		
8	1	EA	REMOVE FIRE HYDRANT ASSEMBLY	\$1,500.00	\$	1,500.00		
9	4	EA	RECONNECT EXISTING WATER METER TO NEW WATER LINE WITH NEW SERVICE LINE	\$1,350.00	\$	5,400.00		
10	475	LF	HMAC TRENCH REPAIR	\$25.00	\$	11,875.00		
11	475	LF	TRENCH SAFETY	\$2.00	\$	950.00		
12	1	LS	SIGNS, BARRICADES, AND TRAFFIC CONTROL DEVICES	\$7,200.00	\$	7,200.00		
SUBTOTAL ADD ALTERNATE 2					\$	60,400.00		

BIDDER(S):			M&C FONSECA CONSTRUCTION CO., INC.					
ADD ALTERNATE 3								
1	52	LF	4" SCH 40 PVC WATER PIPE BY OPEN CUT	\$38.00	\$	1,976.00		
2	36	LF	6" C-900 PVC WATER LINE (DR18) BY OPEN CUT	\$45.00	\$	1,620.00		
3	455	LF	8" C-900 PVC WATER LINE (DR18) BY OPEN CUT	\$52.00	\$	23,660.00		
4	20	LF	12" STEEL ENCASMENT PIPE BY OPEN CUT WITH 6" C-900 PVC WATER CARRIER PIPE INSIDE	\$110.00	\$	2,200.00		
5	1	EA	4" GATE VALVES	\$750.00	\$	750.00		
6	2	EA	6" GATE VALVES	\$2,000.00	\$	4,000.00		
7	2	EA	8" GATE VALVES	\$2,500.00	\$	5,000.00		
8	0.23	TON	DI FITTINGS	\$9,000.00	\$	2,070.00		
9	3	EA	RECONNECT EXISTING WATER METER TO NEW WATER LINE WITH NEW SERVICE LINE	\$1,350.00	\$	4,050.00		
10	543	LF	HMAC TRENCH REPAIR	\$25.00	\$	13,575.00		
11	543	LF	TRENCH SAFETY	\$2.00	\$	1,086.00		
12	1	LS	SIGNS, BARRICADES, AND TRAFFIC CONTROL DEVICES	\$7,200.00	\$	7,200.00		
SUBTOTAL ADD ALTERNATE 3					\$	67,187.00		
TOTAL AMOUNT BID					\$	604,737.00		

* Mathematical Error from Bid Form Found and Corrected


City Manager

ITEM NO. 7.17

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

Subject:

Discussion regarding Economic Development Corporation Budget for Fiscal Year 2019-2020.

Requested By: Mandy Walsh, LEDC Director

Submitted By: Mandy Walsh, LEDC Director

Date Submitted: September 5, 2019

For the Agenda of: September 9, 2019

Procurement and Funding Statement:

Attachments: LEDC Budget FY 2019-2020

Summary Statement:

Lampasas Economic Development Corporation approved the attached budget for FY 2019-2020 in their meeting on August 21, 2019.

Recommendation:

To consider a motion to approve the LEDC FY 2019-2020 Budget.

**LEDC OPERATING BUDGET
2019-2020 Fiscal Year**

Operating Revenues

Account Number	Revenue Description	Actual 2016-2017	Actual 2017-2018	Budget 2018-2019	Projected 2018-2019	Budget 2019-2020
400-4017	Sales Tax	295,760	298,357	295,000	295,000	301,000
	Tax Revenue Subtotal	\$295,760	\$298,357	\$295,000	\$295,000	\$301,000
400-4330	Lease Revenue	360	210	-	-	-
400-4330.01	Lease Revenue (Quonset Hut)	-	-	-	-	-
400-4383	Donations	2,000	2,000	-	-	-
	Service Revenue Subtotal	2,360	2,210	-	-	-
400-4820	Interest & Dividends	1,021	1,925	1,200	4,750	4,660
400-4821	Interest Note Bachmayer	-	-	-	-	-
400-4830	Sale of fixed Assets	-	-	-	-	-
400-4898	Undesignated Retained Earnings	-	-	22,542	-	-
400-4999	Miscellaneous Revenues	48,248	-	-	-	-
	Other Revenue Subtotal	49,269	1,925	23,742	4,750	4,660
	Total LEDC Revenues	347,389	302,492	318,742	299,750	306,660

Operating Expenses

Account Number	Account Description	Actual 2016-2017	Actual 2017-2018	Budget 2018-2019	Projected 2018-2019	Budget 2019-2020
500-5230	Uniforms	\$ -	-	-	-	100
500-5250	Hand Tools & Small Equipment	-	195	-	-	-
500-5265	Computer Software & Equipment	4,000	0	-	-	-
500-5270	Supplies	552	174	500	628	500
500-5295	Books & Publications	115	120	-	-	-
	Supplies Subtotal	\$ 4,667	\$ 489	\$ 500	\$ 628	600
500-5300	Contract Labor	-	-	-	-	-
500-5320	Telephone Services	936	1176	1,176	1,176	1,176
500-5346	Engineering & Surveying Services	9,800	0	10,000	-	10,000
599-5355	Insurance - Property	-	-	-	-	-
500-5361	Legal Services	3,744	0	2,000	-	2,000
500-5373	Promotion & Advertising	5,120	6701	7,500	7,500	7,500
500-5388	Taxes on Property (Quonset Hut)	-	-	-	-	-
500-5395	Professional Services	37,500	39393	5,500	8,538	7,000
500-5397	Admin & Overhead	12,000	12000	12,000	12,000	12,000
500-5399	Other Services	1,000	0	-	-	-
	Contractual Services	70,100	\$ 59,270	\$ 38,176	29,214	39,676
500-5405	Building & Grounds Maintenance	350	0	5,000	-	5,000
500-5425	Office Equipment Maintenance	1,696	1736	1,900	1,948	2,065
	Maintenance Subtotal	2,046	\$ 1,736	\$ 6,900	1,948	7,065
500-5451	Business Expenses	1,582	1737	5,000	2,200	5,000
500-5452	Travel & Training	8,303	4690	7,500	7,500	7,500
500-5453	Dues & Memberships	565	775	1,000	1,000	1,000
500-5499	Economic Development Programs	45,025	20000	55,000	20,000	40,000
	Services Subtotal	55,475	\$ 27,202	68,500	30,700	53,500
500-5610	Depreciation	29,877	29877	-	-	-
	Contingency & Reserves Subtotal	29,877	\$ 29,877	-	-	-
500-5710	Transfer to General Fund	6,000	0	-	-	-
500-5722	Transfer to Fund 22	38,105	47806	49,857	49,758	50,011
	Transfers Subtotal	44,105	\$ 47,806	49,857	49,758	50,011
500-5800	Principal Payment - 2004 Series/2015 Series	94,914	98509	102,087	98,403	105,879
500-5801	Interest Payment - 2004 Series/2015 Series	59,650	56298	52,722	56,404	48,929
	Debt Service	154,564	\$ 154,807	154,809	154,807	154,808
	Total LEDC Expenses	360,834.00	321,187.00	318,742	267,056	306,660
	Balance	(13,445)	(18,695)	-	32,695	-

**LEDC OPERATING BUDGET
2019 - 2020 Fiscal Year**

LEDC OPERATING REVENUES					
Account Number	Revenue Account Name	Current Year Budget Amt	Current Year Projected Amt	New Year Budget Request	Increase (Decrease)
400-4017	Sales Tax	295,000	295,000	301,000	6,000
Explanation: Sales tax revenue was been increasing annually.					
400-4330	Lease Revenue	-			-
Explanation: This line item represents revenue received from the riding arena at the Business Park. The facility is leased on a month to month basis by a local riding club.					
400-4330.01	Lease Revenue (Quonset Hut)	-	-	-	-
Explanation: This line item represents revenue received from the lease of the "Quonset Hut" property on east FM 580. The original 3 year lease term will expire in June of 2012, but the agreement does include provisions to extend the lease for an additional two years. It was sold in November 2012					
400-4820	Interest & Dividends	1,000	4,750	4,660	3,660
Explanation: This line item represents interest revenues.					
400-4821	Interest Note Bachmayer	-	-	-	-
Explanation: This line item represents revenue from sale of Quonset Hut					
400-4830	Sale of Fixed Assets	-			-
Explanation: This line item represents revenue from sale of property at Business Park					
400-4898	Undesignated Retained Earnings	7,534	-		(7,534)
Explanation: This account is for the use of unrestricted retained earnings. While no specific projects have been identified during budget preparation, the funds are included in the budget to provide LEDC with flexibility in responding to business prospects as opportunities become available.					
400-4910	Transfer from General Fund	-	-	-	-
Explanation: Additional funding for the fiscal year will only be added if requested by LEDC and approved by the City Council.					
400-4999	Miscellaneous Revenues	-	-	-	-
Explanation: This line item is used to track revenues that do not fit under the other revenue line items. Typically this has involved small amounts if any at all.					
		303,534	299,750	305,660	2,126

**LEDC OPERATING BUDGET
2019-2020 Fiscal Year**

LEDC OPERATING EXPENSES					
Account Number	Expense Account Name	Current Year Budget Amt	Current Year Projected Amt	New Year Budget Request	Increase (Decrease)
<p>Explanation: This line item represents the annual principal payment on the debt incurred to purchase the new business park refinanced in 2015 and new debt payment for infrastructure to the Business Park. Proposed for FY 18-19 the 2004 Principal is \$23,077.25 and 2015 Principal is \$79,008.89</p>					
500-5801	Interest Payment	56,404	56,404	48,929	(7,475)
<p>Explanation: This line item represents the annual interest payment on the debt incurred to purchase the new business park and adding payments for debt incurred to provide infrastructure to the Business Park. Proposed for FY 18-19 for 2004 Interest is \$16,922.29 and 2015 Interest is \$35,798.85</p>					

**LEDC OPERATING BUDGET
2019-2020 Fiscal Year**

LEDC OPERATING EXPENSES					
Account Number	Expense Account Name	Current Year Budget Amt	Current Year Projected Amt	New Year Budget Request	Increase (Decrease)
Explanation: This line item provides funding for payment to the City of Lampasas for administration and overhead expenses incurred by the City.					
500-5399	Other Services	-	-	-	-
Explanation:					
500-5405	Building & Grounds Maint.	5,000	-	5,000	-
Explanation: This line item provides funding for the maintenance of LEDC property. The requested amount is for unanticipated expenses that may occur during the year and monies to be used at the Business Park to improve/update area for use/expansion.					
500-5425	Office Equipment Maintenance	1,800	1,948	2,065	265
Explanation: Website Hosting (Civic Plus) expense, which increases by 5% annually.					
500-5451	Business Expenses	5,000	2,200	5,000	-
Explanation: Expenses associated with potential L.E.D.C. prospects. Staff would like to introduce programs to highlight and reach out to various businesses throughout the community including workforce and business retention & expansion programs.					
500-5452	Travel & Training	7,500	7,500	7,500	-
Explanation: This line item provides funding for travel and training expenses. Director plans on attending as many training/conferences/workshops as possible. This will include, but not limited to, the TML Annual Conference, TEDC Annual Conference, TML Economic Development Conference, TEDC Legislative Conference, and TEDC Sales Tax Workshop, along with online webinars provided by TEDC, TML and others.					
500-5453	Dues and Memberships	1,000	1,000	1,000	-
Explanation: This line item provides funding for Dues and Memberships expenses such as Texas Downtown Association, Association of the United States Army, TML, TEDC and P-20 Council with CTCOG.					
500-5499	Ec. Development Programs	35,000	20,000	40,000	5,000
Explanation: This line item is used to fund local economic or community development programs: Lampasas County Higher Education Center (\$10,000), Christmas on the creek (\$10,000), LHS Programs and (\$25,000) incentive for BHI. This includes monetary incentives for economic development prospects expanding or relocating to Lampasas.					
500-5505	Capital - Building & Grounds	-			-
Explanation: This account is for the use of unrestricted retained earnings. While no specific projects have been identified during budget preparation, the funds are included in the budget to provide LEDC with flexibility in responding to business prospects as opportunities become available.					
500-5600	Contingency/Reserves	-			-
Explanation: This line item has been used to budget excess annual revenues.					
500-5710	Transfer to General Fund	-			-
500-5722	Transfer to Fund 22	49,651	49,758	50,011	360
Explanation: Half of the cost of an employee.					
500-5800	Principal Payment	98,403	98,403	105,879	7,476

**LEDC OPERATING BUDGET
2019-2020 Fiscal Year**

LEDC OPERATING EXPENSES					
Account Number	Expense Account Name	Current Year Budget Amt	Current Year Projected Amt	New Year Budget Request	Increase (Decrease)
500-5230	Uniforms	-	-	100	100
Explanation: This line item provides funding for postage expenses and office furniture.					
500-5250	Hand Tools & Small Equipment	-			-
Explanation: This line item provides funding for postage expenses and office furniture.					
500-5265	Computer Software & Equip.	-	-	-	-
Explanation: This line item provides funding for computer software and equipment.					
500-5270	Supplies	500	628	500	-
Explanation: This line item provides funding for general office supplies in support of LEDC activities.					
500-5295	Books & Publications	-	-	-	-
Explanation:					
500-5300	Contract Labor	-	-	-	-
Explanation:					
500-5320	Telephone Services	1,176	1,176	1,176	-
Explanation: This line item provides funding for the LEDC cell phone for the Economic Development Coordinator as well as air card for LEDC tablet.					
500-5346	Engineering/Surveying Services	10,000	-	10,000	-
Explanation: This line item provides funding for engineering and surveying services.					
500-5355	Insurance - Property	-	-	-	-
Explanation: This line item provides funding for insurance on the Quonset Hut property. Reduced amount is based on current expenses.					
500-5361	Legal Services	2,000	-	2,000	-
Explanation: This line item provides funding for legal services.					
500-5373	Promotion & Advertising	7,500	7,500	7,500	-
Explanation: This line item provides funding for promotion and advertising expenses (Annual Job Fair advertising, Promotional Video Production, Print Marketing Materials, etc.).					
500-5388	Taxes on Property	-	-	-	-
Explanation: This line item covers the cost of property taxes. With the proposed lease of the 'Quonset Hut' to a private sector company, property taxes will have to be paid. The requested amount has been increased based on past expenditures. Sold					
500-5395	Professional Services	5,500	8,538	7,000	1,500
Explanation: This line item provides funding for professional services in support of LEDC activities. Expenses include the annual audit, tax return, economic impact studies, grant writing services and technology infrastructure assessment.					
500-5397	Admin & Overhead	12,000	12,000	12,000	-

LEDC BOND FUND BUDGET
2019-2020 Fiscal Year

Bond Fund Revenue

Account Number	Revenue Description	Actual 2016-2017	Actual 2017-2018	Budget 2018-2019	Projected 2018-2019	Budget 2019-2020
410-4520	Loan Proceeds	\$0	\$0			
410-4820	Interest & Dividends	3,551	7,254	6,000	7,830	7,000
410-4898	Designated Bond Funds	522,958	-	532,040	532,040	432,040
	Other Revenue Subtotal	\$526,509	\$7,254	538,040	539,870	439,040
	Total LEDC Bond Fund Revenues	526,509	7,254	538,040	539,870	439,040

Bond Fund Expenses

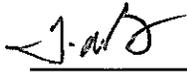
Account Number	Expense Description	Actual 2016-2017	Actual 2017-2018	Budget 2018-2019	Projected 2018-2019	Budget 2019-2020
510-5316	Bank Charges			-	-	-
510-5346	Engineering/Surveying Service	-	-	-	110,000	10,000
510-5361	Legal Services	-	-	-		
510-5399	Other Services	-	-			
510-5505	Building & Grounds (engineering)			-		-
	Capital Expenses Subtotal	-	-	-	110,000	10,000
510-5600	Contingency & Reserves			538,040	429,870	429,040
	Other Expense Subtotal	-	-	538,040	429,870	429,040
	Total LEDC Bond Fund Expenses	-	-	538,040	539,870	439,040

Balance	526,509	7,254	-	-	-
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**LEDC BOND FUND BUDGET
2019-2020 Fiscal Year**

LEDC BOND FUND REVENUES					
Account Number	Revenue Account Name	Current Year Budget Amt	Current Year Projected Amt	New Year Budget Request	Increase (Decrease)
410-4820	Interest & Dividends	6,000	7,830	7,000	1,000
Explanation: This line item represents interest revenues.					
410-4898	Designated Bond Funds	532,040	532,040	432,040	(100,000)
Explanation: This line item provides for the use of the restricted fund balance for capital projects. These funds were set aside to develop the Business Park. The amount budgeted comprises all available reserves according to the most recent audit plus current year projected interest income.					

LEDC BOND FUND EXPENSES					
Account Number	Expense Account Name	Current Year Budget Amt	Current Year Projected Amt	New Year Budget Request	Increase (Decrease)
510-5316	Bank Charges	-	-	-	-
Explanation:					
510-5346	Engineering/Surveying Service	-	110,000	10,000	10,000
Explanation:					
510-5505	Building & Grounds Capital	-		-	-
Explanation: This line item represents the amount of revenue remaining from the recent debt issue, with accrued interest, to purchase the business park. The Board approved the use of all remaining Bond Fund revenues for participation with the City of Lampasas in the cost of extending a water line from Georgetown Tank to the Hwy 281 water main, which will also provide water service to the Hwy 183 Business Park. Including Engineering					
510-5600	Contingency & Reserves	538,040	429,870	429,040	(109,000)
Explanation: No funds requested.					


City Manager

ITEM NO. 7.18

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

Subject:

Discuss and consider a possible nomination for the Lampasas Central Appraisal District Board of Directors.

Requested By: Finley deGraffenried, City Manager

Submitted By: Finley deGraffenried, City Manager

Date Submitted: September 4, 2019

For the Agenda of: September 9, 2019

Procurement and Funding Statement:

N/A

Attachments: LCAD Correspondence

Summary Statement:

This item has been placed on the agenda to discuss and consider a possible nominee for the Lampasas Central Appraisal District Board of Directors. The election will be for the term of January 1, 2020 through December 31, 2021. The City of Lampasas will have a total of 299 votes to cast in the election of the Board.

Recommendation:

This item is for discussion only on recommending a nominee to the Board. Council will be provided with a formal opportunity to recommend a nominee by Resolution prior to the October 15, 2019 deadline.

LAMPASAS CENTRAL APPRAISAL DISTRICT

Board of Directors

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



P.O. Box 176
Lampasas, TX 76550

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

FAX: 512-556-4660

August 30, 2019

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

Dear Mayor Talbert,

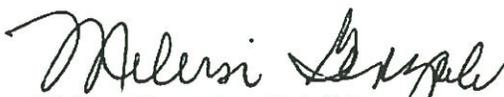
In accordance with Sec. 6.03 of the Texas Property Tax Code, this is to notify you of the voting power (number of votes) that City of Lampasas will have in the election of 5 members of the Board of Directors for the Lampasas Central Appraisal District. This election will be for the term of January 1, 2020 through December 31, 2021.

City of Lampasas will have a total of 299 votes to cast in the election of the Board.

According to the Code, "each unit that is entitled to vote may nominate, by resolution adopted by its governing body, one candidate for each position to be filled on the Board of Directors. The presiding officer of the governing body of the unit shall submit the names of the unit's nominees to the chief appraiser before October 15 in each off numbered year. Failure to submit the nominations prior to that date will bar that jurisdiction from submitting any nominations." Mr. Tom Casbeer and Mr. Paul Wilborn regretfully resign and he will not be a candidate for nomination.

Enclosed please find the calculation of votes. If you have any questions, please feel free to call me at 512-556-8058.

Respectfully,


Melissa Gonzales, Chief Appraiser
Lampasas Central Appraisal District

CALCULATION OF VOTES
August 30, 2019

	<u>VOTES</u>
LAMPASAS ISD 14,904,153.95/27,823,168.86 X 1000 X 5	2,678
LAMPASAS COUNTY/ROAD & BRIDGE 9,423,549.67/27,823,168.86 X 1000 X 5	1,693
CITY OF LAMPASAS 1,661,339.53/27,823,168.86 X 1000 X 5	299
LOMETA ISD 1,071,941.02/27,823,168.86 X 1000 X 5	193
COPPERAS COVE CITY 413,284.52/27,823,168.86 X 1000 X 5	74
CITY OF KEMPNER 105,321.25/27,823,168.86 X 1000 X 5	19
EVANT ISD 84,370.18/27,823,168.86 X 1000 X 5	15
CITY OF LOMETA 79,947.37/27,823,168.86 X 1000 X 5	14
GOLDTHWAITE CISD 77,188.61/27,823,168.86 X 1000 X 5	14
SAN SABA ISD 2,068.30/27,823,168.86 X 1000 X 5	<div style="display: flex; justify-content: flex-end; align-items: center;"> <div style="border-top: 1px solid black; width: 20px; margin-right: 5px;"></div> 1 </div> <div style="text-align: right; margin-top: 2px;">5,000</div>

CALCULATION OF VOTES FOR 2020/2021 TERM FOR BOARD OF DIRECTORS
August 30, 2019

2018 TAX LEVIES

<u>DISTRICT</u>	<u>LEVY</u>
LAMPASAS ISD	\$ 14,904,153.95
LAMPASAS COUNTY/ROAD & BRIDGE	9,423,549.67
CITY OF LAMPASAS	1,661,339.53
LOMETA ISD	1,071,941.02
COPPERAS COVE CITY	413,284.52
CITY OF KEMPNER	105,321.25
EVANT ISD	84,370.18
CITY OF LOMETA	79,947.37
GOLDTHWAITE CISD	77,188.61
SAN SABA ISD	<u>2,068.31</u>
TOTAL	\$ 27,823,163.86


City Manager

ITEM NO. 7.19

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

Subject:

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

Requested By: Finley deGraffenried, City Manager

Submitted By: Finley deGraffenried, City Manager

Date Submitted: September 5, 2019

For the Agenda of: September 9, 2019

Procurement and Funding Statement:

The project will be funded from Fund 68

Attachments: Draft Contract

Summary Statement:

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

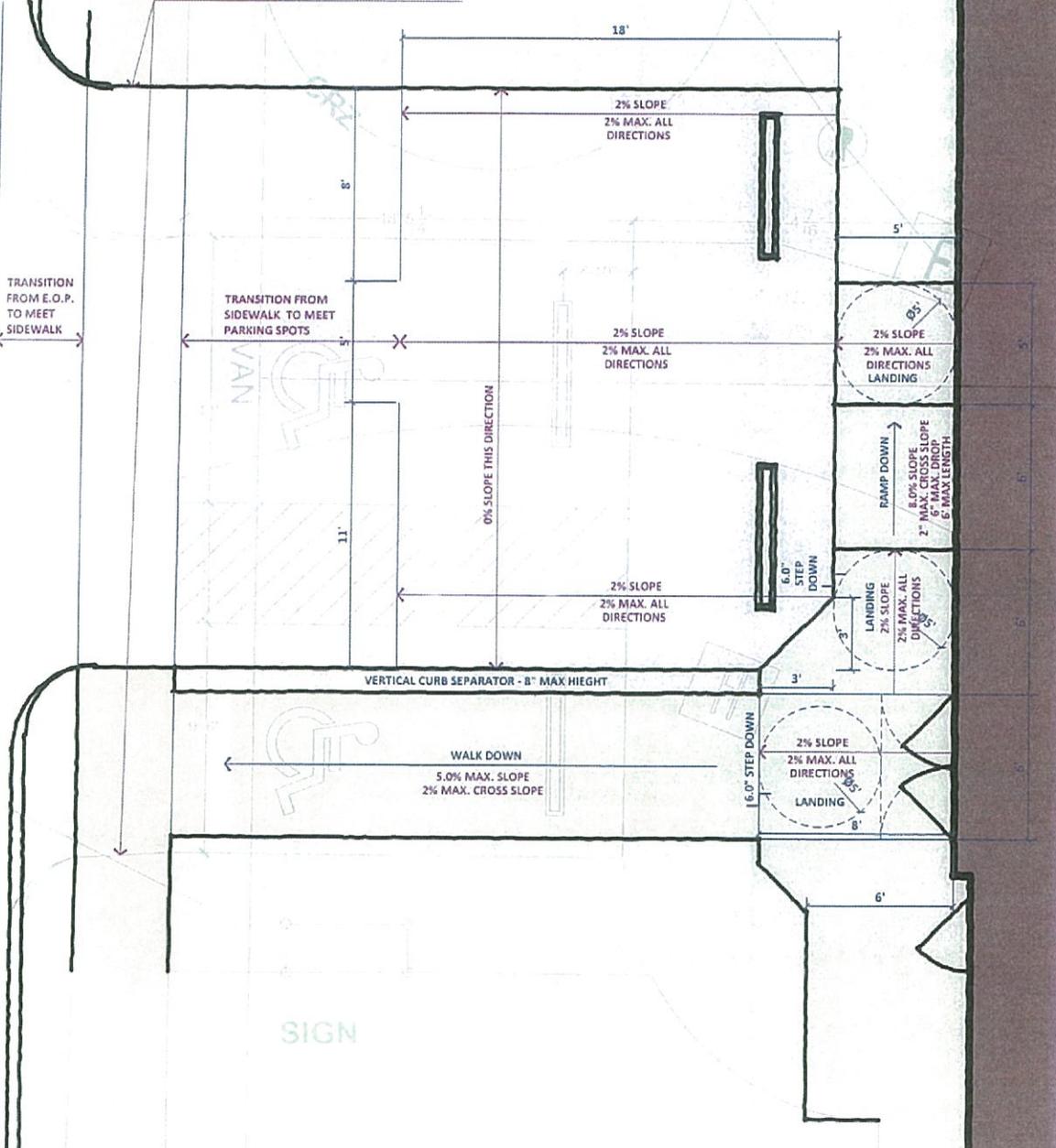
September 3, 2019 ASJ was awarded the bid for this project; however on September 5, 2019 they have pulled themselves from this project. We have brought this item back before Council to award the bid to Canales-Dibble Contractors, Inc. whom, was the second lowest bid.

Recommendation:

To consider a motion to approve flatwork contract with Canales-Dibble Contractors, Inc. in the amount of \$16,866.00 under terms in the attached draft contract, and further, that the City Manager be authorized to increase the contract amount 25% for additional repair adjacent to Old City Hall.

10" OAK

REPLACE SIDEWALK IN MODIFIED AREA
NEW SIDEWALK TO CONNECT TO
EXISTING IN GENERALLY STRAIGHT FASHION



OLD CITY HALL LAMPASAS
LAMPASAS, TEXAS

PLACE

PLACE HOLDINGS, INC.
PLANNING (LANDSCAPE) ARCHITECTURE ENGINEERING INTERIORS
304 E. MAIN, SUITE 400 (ROUND ROCK) TX 78664
P: (512) 251-9121 F: (512) 251-9122 WWW.PLACEHOLDINGS.COM

ADA RAMP EXHIBIT
SIDE RAMP OPTION



AUGUST 5, 2019

Old City Hall
Flatwork Quotes

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

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

P. O. Box 789
Lampasas, Texas 76550

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

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

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

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

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

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

Exclusions:

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

Thank you,

Canales-Dibble Contractors, Inc.

/s/

Russell S. Dibble
Estimator

****We are a 100% Woman-Owned Corporation****

ASJ Construction, LLC

1204 WEST 3RD LAMPASAS, TX 76550

TEL: 512-734-2185



PROPOSAL

DATE: 8/23/2019

TO: Becky Simms

PROJECT NAME: MUNICIPAL COURT DRIVEWAY

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

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

Demo and excavation = \$3,081.60

Place new concrete = \$7,704.00

Striping= \$480.00

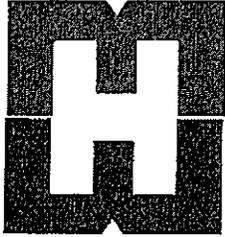
EXCLUSIONS- ANY ITEM NOT SPECIFICALLY LISTED ABOVE-WEEKEND WORK-BONDING

*Pulled from
Project 9-5-19
BSSims*

This proposals price and terms:

material and labor in accordance with the above specifications for the sum of \$11,265.60

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



**M.W. HALL
CONSTRUCTION, INC.**

Mr. Finley Degraffenried
312 East Third
Lampasas, Texas 76550

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

We are pleased to provide a proposal for the above referenced project. The base proposal amount is **Twenty-Eight Thousand Eight Hundred Twenty Dollars (\$ 28,820.00)**. This proposal is valid until accepted in a written contract containing mutually acceptable terms and conditions or until 30 days from the date of this proposal, whichever comes first. Pricing is based on drawings dated 8-5-2019 from Place Designers Inc.

No sales tax

We acknowledge 0 addenda.

The following is included in our base bid amount:

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

- *Owner to approve all grades before final placement of concrete*
- Workers Compensation and General Liability
- Final Clean up as related to this scope of work

Exclusions:

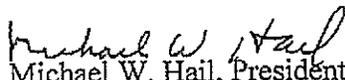
- Testing and Permits
- Reworking concrete at existing double doors/ threshold
- Patching Asphalt between new curb and street
- Rock Excavation
- Utilities lines/water/sewer/electric/sprinkler sleeves/etc.
- Signage or lane closures
- Location or relocation of existing utilities
- Temporary structures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

Qualifications:

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

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

Sincerely


Michael W. Hail, President
MW Hail Construction INC.

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

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 _____, 2019, by and between the City of Lampasas, Texas, a city with its principal offices located at 312 East Third Street, Lampasas County, Texas, 76550 (hereinafter referred to as "OWNER"), and _____ with principal offices located at _____ (hereinafter referred to as "CONTRACTOR").

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

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

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

CONTRACTOR'S RESPONSIBILITIES

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

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

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

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

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

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

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

OWNER'S RESPONSIBILITIES

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

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

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

4. Upon seven (7) calendar days' Written Notice to the CONTRACTOR, the OWNER 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: _____

City Manager, City of Lampasas

Title

Printed Name: _____

Printed Name: _____

Date Signed: _____, 20__

Date Signed: _____, 20__

ATTEST:

By:
City Secretary, City of Lampasas



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