

**NOTICE OF REGULAR MEETING OF THE GOVERNING BODY  
OF THE CITY OF LAMPASAS, TEXAS  
OLD MIDDLE SCHOOL CAFETERIA  
103 N WESTERN AVENUE  
Monday, March 22, 2021  
5:30 p.m. Town Hall  
6:00 p.m. Regular Session**

Notice is hereby given that a regular meeting of the City Council of the City of Lampasas, Texas will be held on Monday, March 22, 2021 in the Old Middle School Cafeteria located at 103 N Western Avenue, 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).

**TOWN HALL  
5:30 p.m.  
(will not be streamed)**

1. Call to order Town Hall Meeting
2. Discussion and public input regarding impacts of winter storm and electric disruption. *(pgs. 5-10)*
3. Adjourn Town Hall and convene into City Council Workshop Session

**WORKSHOP SESSION**

1. Call to order Workshop Session
2. Discussion and updates related to COVID-19 Pandemic *(pgs. 11-12)*
3. Discussion regarding any item on the regular agenda
4. Adjourn Workshop Session

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

**ANNOUNCEMENTS**

- A. Call to Order
- B. Invocation and Pledge of Allegiance
- C. Presentations and Proclamations
  - Richard Cox- 5 years of service

	PUBLIC HEARINGS/CITIZEN COMMENTS	PAGES
1.1	Citizen comments – Any citizen who desires to address the City Council on a matter <b>not included</b> 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 <b>that is included</b> on the Agenda may do so at this time.	N/A

2.0	MINUTES	PAGES
2.1	Discussion and possible action concerning approval of minutes of the Regular Meeting on March 8, 2021	13-22

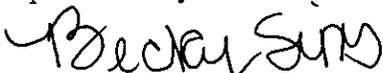
3.0	CONSENT AGENDA	PAGES
3.1	Discussion and possible action regarding the second reading of an Ordinance to amend the Personnel Policy; specifically adding a new use of technology policy, Section 2.00 Employee Responsibilities, Subsection 2.15- Use of City Computers, Internet Access, and Electronic Mail	23-26
3.2	Discussion and possible action regarding the January 2021 Investment Report	27-44

4.0	BOARDS/DEPARTMENT REPORTS	PAGES
4.1	<ol style="list-style-type: none"> <li>1. Municipal Court Monthly Report (No Presentation)</li> <li>2. City Secretary Monthly Report</li> <li>3. Utility Billing and Collections Monthly Report</li> <li>4. Public Works Monthly Report for Electric, Streets, Water/Wastewater</li> <li>5. Police Department Monthly Report</li> <li>6. Building Official Monthly Report</li> <li>7. Economic Development Monthly Report</li> <li>8. Fire Department Monthly Report</li> <li>9. Parks and Recreation Monthly Report</li> <li>10. Information Systems Monthly Report</li> <li>11. Library Monthly Report</li> <li>12. Golf Course Monthly Report</li> </ol>	45-70
5.0	ROUTINE MATTERS	PAGES
5.1	City Manager's Operational Report <ul style="list-style-type: none"> <li>• Audit Committee</li> <li>• CIP</li> <li>• Pool Staffing</li> <li>• New Hope Church</li> <li>• Industrial Park</li> <li>• Garden Dedication</li> <li>• Staff</li> <li>• Sales Tax</li> </ul>	71-74
5.2	MAYOR'S COMMENTS	N/A

6.0	UNFINISHED BUSINESS	N/A
7.0	NEW BUSINESS	PAGES
7.1	Discussion and possible action concerning approval of a new 5-year lease/purchase agreement between Holt Caterpillar and the City of Lampasas Water Department for a new 2021 420XE CAT Backhoe and a new 2021 308CR CAT Excavator for the amount of \$3,579.60 per month, \$42,955.20 per year.	75-94
7.2	Discuss and consider Interceptor Capacity Study proposal from Eckermann Engineering in the amount of \$35,250.00.	95-102
7.3	Discussion and possible action regarding approval of Geotechnical Survey at Campbell Park by Langerman Foster Engineers in the amount of \$6,400.00.	103-110
7.4	Discussion and possible action regarding the first reading of an Ordinance adopting the Comprehensive Plan for the City of Lampasas.	111-114
7.5	Discussion and possible action regarding a Resolution designating reserve fund balances.	115-116
7.6	Discussion and possible action regarding action to suspend the effective date proposed by ATMOS Energy Corporation-MIDTEX Division, to increase rates under the gas reliability infrastructure program for 45 days, and authorize the City's continued participation in a coalition of cities known as the "ATMOS Texas Municipalities"	117-120
7.7	Discussion and possible action regarding a Resolution by the City of Lampasas, Texas responding to the application of ATMOS Energy Corporation- MIDTEX Division, to increase rates under the gas reliability infrastructure program; suspending the effective date of this rate application for forty-five days; authorizing the City to continue to participate in a coalition of cities known as "ATMOS Texas Municipalities;" Determining that the meeting at which the Resolution was adopted complied with the Texas Open Meetings Act; making such other findings and provisions related to the subject; and declaring an effective date	121-124
7.8	Discussion and possible action regarding the first reading of an Ordinance amending Appendix A (Fee Schedule) of the City of Lampasas, Texas Code of Ordinances, Chapter 62, Solid Waste, Article III; Billing Rates and Fees related to the collection of Solid Waste; providing for severability and repealer clauses; and providing an effective date.	125-130
7.9	Discussion and possible action regarding consent to the assignment of the Investment Advisory Agreement with Patterson and Associates to Meeder Investment Management, Inc.	131-134
7.10	Discussion and possible action regarding the 2021 Consumer Price Index (CPI), adjustment to Municipal Telecommunication Right-of-Way access line rates.	135-138

Adjourn

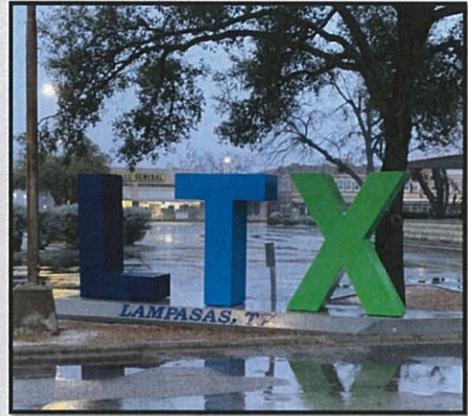
I, Becky Sims, City Secretary of the City of Lampasas, Texas, do hereby certify that this Notice of Meeting was posted on the bulletin board/front window of City Hall, 312 East Third Street, Lampasas, Texas, at a place readily accessible to the general public at all times, on the 19 day of March 2021 at 12:52pm

  
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 Becky Sims, City Secretary

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# City of Lampasas Town Hall Meeting

Winter Storm Impacts,  
Utility Disruptions, City Response  
22 March 2021  
Old Middle School Cafeteria



## Purpose

- Review events and actions, February 12 to February 21, 2021
- Review charge from City Council to conduct an After Action Analysis and Report
- Review input received to date
- Receive additional input from public tonight



## Event Scope

State Disaster Declaration for all 254 Texas Counties

8 days, February 11 to 18, temperatures did not get above freezing

3 nights in single digits, including low of -1° on February 16

Electric Grid Impacts South Padre Island to Amarillo

70 + Hours of Rolling Black-outs with Generation Deficit Peaks of 19,500 MW

Generation Disruption related to frozen gas lines, frozen coal stocks, low gas pressure, turbine icing

44+ Water Service disconnects due to frozen/burst pipes

## City Timeline

**February 12**, Public Notice, Press Release Regarding Winter Weather Conditions

**February 13**, Energy Conservation Public Release

**February 14**, Energy Conservation and Winter Storm Public Release

**February 15**, Public Notices Electric Grid Operating Under EEA 3, Rolling Black-outs

**February 16**, Public Notices Electric Grid Operating Under EEA 3, Notice of Loss of Water Pressure

**February 17**, Additional Notices Related to Load Shed, Boil Notice and Positive Trends in Generation Deficit

**February 18**, Public Notifications that Grid was in Balance, however, with Forecast Deficits. On-going Conservation is Encouraged

**February 19**, Public Notifications that Grid was in Balance, and Continued Water Conservation was Necessary

**February 20**, Public Notifications, Boil Order Rescinded, Continued Water Conservation Necessary

**February 21** – current, Notifications Regarding Damage Survey, Trash Disruption, Water Distribution, Stakeholder Meetings, Town Hall

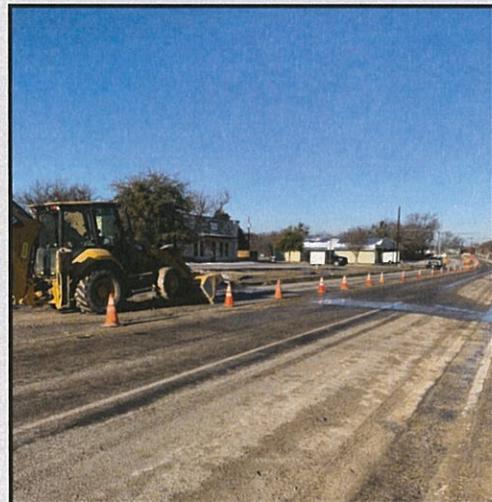
## After Action Review

- Initial Review with Council February 22
- Inclusive
  - County
  - Healthcare Providers
  - Business
  - Residents
  - Service Providers
  - Public Safety and Utilities
  - Electric Partners
  - Peer Groups and Cities



## Initial Issues Identified

- Not All Inclusive – Subject to Additional Input
- Service Disparity
- Rate Risk Management
- Capacity to Deliver Services
- Technology - Efficiency
- Generation
- Public Communication
- Healthcare Needs
- Integrating Community Services
- Shelter, Comfort Stations, Shelter in Place



## Future Conditions

- Continued Growth in Texas with continued stress on Electric Grid
- Electric Market will change based on generation readiness, need for more baseline load, and regulatory requirements
- City to focus on findings and recommendations related to future events including technology, generation, and delivery of service



## Staff Comments

- Chief Sammy Bailey, Police and Dispatch events and response
- Chief Jeff Smith, Fire events and response, Agency coordination, resource distribution
- Assistant City Manager Rickie Roy, Utility and Street events and response

# Comments and Questions



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City Manager

ITEM NO. WORKSHOP-2

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

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**Subject:**

Discussion and updates regarding COVID-19 Pandemic

Requested By: Finley deGraffenried, City Manager

Submitted By: Jeff Smith, Fire Chief

Date Submitted: March 18, 2021

For the Agenda of: March 22, 2021

**Procurement and Funding Statement:**

Attachments:

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**Summary Statement:**

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

**Recommendation:**

Discussion, updates and direction from Council

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**MINUTES OF REGULAR MEETING OF THE GOVERNING BODY  
OF THE CITY OF LAMPASAS, TEXAS  
CALVERT MUNICIPAL BUILDING  
CITY COUNCIL CHAMBERS  
302 E THIRD STREET  
Monday, March 8, 2021  
5:30 p.m. Workshop Session  
6:00 p.m. Regular Session**

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

**Council Members present:**

Mayor Pro Tem TJ Monroe  
Delana Toups  
Bob Goodart  
Randy Clark  
Cathy Kuehne  
Chuck Williamson

**Council Members absent:**

None

**City Staff Present:**

Finley deGraffenried, City Manager  
Rickie Roy, Assistant City Manager  
Monica Wright, IT Director  
Kristy Acevedo, System Administrator  
Becky Sims, City Secretary/Zoning Administrator  
Sammy Bailey, Police Chief  
Jeffrey Smith, Fire Chief  
Vicki Tower, Parks Secretary/Human Resource Coordinator

**WORKSHOP SESSION**

1. Call to order Workshop Session

Mayor Talbert called the Workshop Session to order at 5:32 p.m., she noted that the telephone number to call in for any questions or comments is 512-556-0332.

2. Discussion and updates related to COVID-19 Pandemic

Chief Smith provided the following information for Lampasas County as of March 5, 2021

- Total Cases- 2063
- Active Cases- 15
- Total Fatalities- 28
- Hospitalizations- 2

Hospitalizations across the State of Texas are on a steady decline, currently at 4,721.

Currently Advent Health Rollins Brooks Hospital and Advent Health Family Medicine Clinic are receiving 100 doses of vaccine per week. Vaccines are still being provided to groups 1A & 1B and last week teachers were added to the list. A vaccination clinic is being coordinated with LISD.

### 3. Discussion regarding Comprehensive Plan Status, Priorities and Implementation

Finley deGraffenried, City Manager provided an overview of the Comprehensive Plan:

#### ***Timeline***

2014-2016 Initial Land Use Inventory, Zoning Modifications, recognized as a need by Capital Improvement Committee (CIP)

2018-2019- CIP Priority, Funding Approved, Kick-off meetings, Survey, Town Hall, Community Involvement

October 2019- Draft Chapters 1&2

February 2020- Draft Chapters 3&4

December 2020- Draft Chapters 5&6

February 2021- Presentation to P & Z

February 2021- Joint Session between City Council and P&Z

March 4, 2021- P&Z Public Hearing

March 8, 2021- City Council Public Hearing

#### ***Statutory Guidance- Texas Local Government Code 211.004/ 213.001-213.005***

#### ***General Observations***

- Weighted on Observation, Vision, Desired Future Conditions
- Observation and Vision grounded in Public Input and Engagement
- Maintain Character, Allow Latitude for Use
- Identification of Needs: Downtown, Key Avenue, Mobility/Trails/Sidewalks, Design Guidelines
- Implementation Schedule based on input from CPAC, Planning Commission and City Council
- Implementation will require more precise action steps
- Implementation will require robust public engagement

#### **Plan Elements and Goals (Chapters)**

1. Growth and Community Character
2. Updating Infrastructure and Critical Services
3. Land Use and Development
4. Economic Development
5. Mobility
6. Community Facilities and Services

Mr. deGraffenried advised that during the Planning Commission meeting on March 4, 2021 they did recommend approval of the Draft Comprehensive Plan to City Council.

Overall the Planning Commission was pleased with the Draft Comprehensive Plan. There were a few recommended edits to Chapter 1 and Chapter 2, they stressed the importance of utilizing the plan, lots of detail, good outline and excited about more modern zoning.

Mayor Talbert advised that going forward the agenda items that are brought before Council should align with the Comprehensive Plan. Council member Clark verified the recommended review of the

Comprehensive Plan is annually. Mayor Talbert explained that although it is recommended annually that items can be discussed at any time.

4. Discussion and updates regarding Hostess House

Mr. deGraffenried advised that in the packet there is a proposal from Reliance Architecture, LLC for Council consideration for Phase 1 Conceptual Services. This item was discussed during the previous meeting referencing the needed repairs to the Hostess House as identified by Hendrix Consulting Engineer. The Reliance Proposal would include scope, phasing and program within criteria and budget. This is a flat fee of \$6,600.00.

Mayor Pro Tem Monroe questioned the items that would not be included in the proposal such as soil/geotechnical investigations. These items would be addressed by Engineer based on scope of project.

5. Discussion regarding New IT Computer Policy

Becky Sims, City Secretary reviewed the draft Information Technology Policy for consideration. In discussing with Monica Wright, IT Director, Staff would like to amend the Personnel Policy by adopting a New Information Technology Policy. Adoption by Ordinance allows for easy amendments and modifications as technology changes. The IT Director and/ or System Administrator will be responsible for educating and explaining the IT Policy to employees upon hire. If Council has any questions regarding the 12 items listed under the Specific Policies, Mrs. Wright is prepared to discuss. Also, there has been some clarification edits made to the policy since publication of the packet, the revised policy will be available with the second reading of the Ordinance.

Mrs. Wright made herself available for any questions Council may have.

Mayor Pro-Tem Monroe inquired about progressive discipline measures for repeat offenders. Mrs. Wright advised that they continue to educate Staff on the proper procedures and with the Annual Cybersecurity Training Staff has become more aware.

6. Discussion regarding any item on the regular agenda

There were no discussions regarding items on the regular agenda

7. Adjourn

Mayor Pro-Tem Monroe moved to adjourn Workshop at 6:01 p.m. seconded by Council member Kuehne and with a unanimous vote, the motion carried.

<b>REGULAR SESSION</b> <b>6:00 p.m.</b>
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ANNOUNCEMENTS

A. Call to Order

Mayor Talbert called the Regular Session to order at 6:10 p.m., she noted that the telephone number to call in for any questions or comments is 512-556-0332.

B. Invocation and Pledge of Allegiance

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

C. Presentations and Proclamations

- Proclamation- Fair Housing Month

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

There were no citizen comments.

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

1.3	Public hearing to receive citizen comments regarding the Draft Comprehensive Plan
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Mayor Talbert opened the Public Hearing

Due to no citizen comments, Mayor Pro Tem Monroe moved to close the Public Hearing, the motion was seconded by Council member Clark and with a unanimous vote, the motion carried.

2.0	<b>MINUTES</b>
2.1	Discussion and possible action concerning approval of minutes of the Special Meeting on February 18, 2021

Council member Clark moved to approve the minutes with the amendment to add Council member Toups as present; seconded by Council member Toups, with Mayor Pro-Tem Monroe abstaining, the motion carried.

2.2	Discussion and possible action concerning approval of minutes of the Regular Meeting on February 22, 2021
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Mayor Pro-Tem Monroe moved to approve the minutes as presented, the motion was seconded by Council member Williamson and with a unanimous vote, the motion carried.

3.0	<b>CONSENT AGENDA</b>
3.1	Discussion and possible action regarding purchases and charges in excess of \$4,000 from February 1 through February 28, 2021.

3.2	Discussion and possible action regarding the second reading of an Ordinance of the City Council of the City of Lampasas, Texas, amending Ordinance 1148 which adopted the 2006 City of Lampasas Personnel Policies Manual Section 4.00 Types of Employment, Subsection 4.02 concerning Introductory Period For Promoted and/or Transferred Employees; amending Section 5.00 Employee Compensation and Advancement, Subsection 5.08 concerning Longevity Pay for Employees with twenty-five (25) to twenty-nine (29) years of service and Employees with thirty (30) or more years of service; amending Section 8.00 Leave Time, Subsection 8.03 Concerning the Use of Accrued Vacation Leave; Subsection 8.04 Concerning the Use of Accrued Sick Leave; Amending Section 10.00 Health and Safety, Subsection 10.04 Concerning the Use of Accrued Leave to Be Used to Supplement Workers' Compensation for On-The-Job-Injuries; Repealing Conflicting Ordinances and/or City Policies; Including a severability clause; and establishing an effective date.
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Council member Kuehne moved to approve the consent agenda as presented, the motion was seconded by Council member Toups, and with a unanimous vote the motion carried.

4.0	BOARDS/DEPARTMENT REPORTS
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There were no board reports

5.0	ROUTINE MATTERS
5.1	City Manager's Operational Report

City Manager deGraffenried reviewed his report:

**Appraisal District**      On February 25<sup>th</sup>, staff met with Mr. Richard Petree of Western Valuation, who has been serving as Interim Chief Appraiser for LCAD, regarding the District reappraisal requirement and process. Even after test property appraisals, the deficiency to market value indicated an average of about 11%. The reappraisal is also driven by School funding. The State may reduce School funding if Districts are underfunded locally due to below market appraisals. The potential impact to the City will likely be increased valuations, with accompanied lower effective tax rate. In theory, the assessments will be close to the same, but the math in determining ad valorem will likely change. Notices will be mailed May 1, and as a reminder 65 years and older homestead property will not be impacted unless improvements are made to the property; and homestead valuation increases are capped at 10% per year.

**Vision**                      Vision! Lampasas is preparing their work plan for this spring, which may include an additional gateway monument on South 183; lighting on and around the Courthouse Square; a sound system for the Courthouse bandstand; and a mural on the west face of the Calvert Municipal Building. Libby Bluntzer also reported Vision! painted over 148 door and window frames over the holidays, and will be looking at revamping Christmas programs for 2021.

**Development**            Council has likely noticed the old Aaron's building is being demolished. Staff have also scheduled a pre-construction meeting with representatives from Whataburger on March 10<sup>th</sup>. Staff is also preparing final comments on plans submitted by CEFCO, for proposed development at the corner of 4<sup>th</sup> and U.S. 190. Other, residential, Development Agreements are in various states of completion. Mandy also reports the City has received additional local and State prospect inquiries. Council has also

likely noticed the decommissioning of the concrete plant, and removal of batch mixers, at the City's Industrial Park on 580 East.

- ATMOS ATMOS has been in town, generally after the winter storm, to detect any possible gas leaks. Typically, contractor's will measure possible natural gas levels, and then conduct further inspection by drilling into subsurface, and if necessary, excavating to make repairs. Staff have been assured by ATMOS, that upon conclusion of the disruption, surfaces will be returned to their previous condition.
- Stakeholder Meetings As directed by Council, staff is preparing an After Action Report related to the winter storm event the State and City experienced during the week of February 14. Staff have conducted three stakeholder meetings of public safety and utility personnel, healthcare providers, and county and community service agencies. Mandy has also met individually with large employers regarding impacts and recommendations. The Town Hall, for citizens' comments, will be held during the City Council's regular workshop time on March 22<sup>nd</sup> at the old Middle School.
- Sewer Averaging Staff is currently averaging winter water usage to determine sewer rates for the coming year. Complicating the process this year is the winter storm event and potential high water usage due to pipe ruptures. Staff will be reviewing individual, impacted, accounts from the storm, and either averaging over 2 months, rather than 3, or using February 2020 gallons to complete the fee calculation. The City is also encouraging impacted accounts to apply for the City's leak forgiveness program.
- Pole Barn The FY 2021 budget included a pole barn for the Cemetery for storage of equipment and materials. The City was in the right place at the right time, and was able, through the generous efforts of a local contractor, to remove the old Spring Ho building and have it moved to the Cemetery for future erection. The City will incur some additional costs for slab, wiring and erection, however; the costs should be generally within the amount budgeted for the pole barn, and will result in a substantially better and larger building.
- Governance Policy The last time the Governance Policy was reviewed/amended was 2017 to address use of electronic devices in Chambers. In reviewing possible updates, staff has referred to several examples from other communities and has provided the attached draft for Council future discussion and consideration. Staff will seek Council direction at a future meeting for inclusion on an upcoming meeting agenda.
- Campbell Park The City has forwarded final site locations to consulting geo-technical firms for investigation and foundation design services. Staff has also discussed and updated stakeholders on the status of the project and the selection of design/build firms. Council should have actionable items related to the development on the next agenda.
- Staff Sorry to report that Jerry Hobbs will be leaving the City and the Citizens' Collection Station and Recycle Center. Jerry has done a great job assisting our residents and providing friendly service. Staff understands he will be enjoying the country life and playing a lot of golf. Rickie is currently working on plans to fill the position.

Mayor Talbert took the opportunity to wish Finley deGraffenried a Happy Birthday

6.0	UNFINISHED BUSINESS
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There was no unfinished business.

7.0	NEW BUSINESS
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7.1	Discuss and consider engagement of services with Reliance Architecture, LLC to provide overall design and coordination of other structural, MEP, life safety and accessibility disciplines for the Hostess House rehabilitation project.
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Mayor Pro Tem Monroe moved to approve the Reliance Architecture, LLC proposal for Phase 1 in the amount of \$6,600.00. the motion was seconded by Council member Kuehne and with a unanimous vote the motion carried.

7.2	Discuss and consider Interceptor Capacity Study proposal from Eckermann Engineering in the amount of \$35,250.00.
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Mayor Pro Tem Monroe moved to approve, the motion was seconded by Council member Toups; Mayor Talbert opened the floor for discussion. Council member Clark feels this project needs to be a priority; however, understands budgetary restrictions; it was recommended to move this item to a later meeting to discuss funding; for lack of a unanimous vote the motion to approve failed.

7.3	Discussion and possible action regarding the award of contract for the Third Street Culvert and Paving improvement to M & C Fonseca in the amount of \$ 101,525.00
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Council member Toups moved to approve the award of contract to M&C Fonseca in the amount of \$101, 525.00, Mayor Pro Tem Monroe seconded the motion and with a unanimous vote, the motion carried.

7.4	Discussion and consideration for approval of payment for the expenditure of \$333,880.69 to Motorola Solutions, Inc. for the Lampasas Public Safety Communication System Upgrade Project.
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Mayor Pro Tem Monroe moved to approve the expenditure of \$333,880.69 to Motorola Solutions, Inc for the Public Safety Communication System Upgrade Project, the motion was seconded by Council member Williamson and with a unanimous vote, the motion carried.

7.5	Discussion and possible section of website photo contest winner
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Council member Toups moved to select photo entry number three, the motion was seconded by Mayor Pro Tem Monroe and with a unanimous vote, the motion carried.

7.6	Discussion and possible action concerning approval of a new 5-year lease agreement between Holt Caterpillar and the City of Lampasas Water Department for a new 2021 420XE CAT Backhoe and a new 2021 308CR CAT Excavator for the amount of \$3,521.40 per month,
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	\$42,256.80 per year.
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There was no action taken for this agenda item. This item will be presented at a later City Council meeting.

7.7	Discussion and possible action regarding the first reading of an Ordinance to amend the Personnel Policy; specifically adding a new use of technology policy.
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Mayor Pro Tem Monroe moved to approve the first reading of an Ordinance to amend the Personnel Policy; specifically adding a new use of technology policy, the motion was seconded by Council member Williamson and with a unanimous vote, the motion carried.

7.8	Consideration, discussion and possible action concerning award of the engineering services contract for the preparation of the City’s 2021-2022 Texas Community Development Block Grant (TxCDBG) application and subsequent engineering contract if funded.”
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Council member Clark moved to approve the award of engineering services contract to Eckermann Engineering for the 2021-2022 Texas CBDG application, the motion was seconded by Council member Toups and with unanimous vote, the motion carried.

Adjourn into Executive Session

Council member Toups moved to adjourn into Executive Session at 6:37 p.m., the motion was seconded by Council member Clark and with a unanimous vote, the motion carried.

<b>EXECUTIVE SESSION</b>
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The City Council of the City of Lampasas, Texas will meet in closed Executive Session pursuant to the Texas Government Code, Chapter 551, as follows:

8.0	EXECUTIVE SESSION ITEMS
8.1	Section 551.071 (1) (A) and 551.071(2), Consultation with Attorney by telephone and/or in person concerning matters upon which the attorney has a duty and/or responsibility to report to the governmental body; and/or other matters posted on the regular agenda.
8.2	Section 551.086 (Relating to the authority of public power utility governing bodies to deliberate regarding competitive matters) – Utilities
8.3	Adjourn executive session and reconvene Regular Session

Mayor Talbert reconvened into Regular Session at 7:24 p.m.

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

There was no action taken during Executive Session

Mayor Pro Tem Monroe moved to adjourn the meeting at 7:28 p.m., Council member Kuehne seconded the motion and with a unanimous vote, the motion carried.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

ATTEST:

\_\_\_\_\_  
Becky Sims, City Secretary

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City Manager

ITEM NO. 3.1

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

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**Subject:**

Discussion and possible action regarding the second reading of an ordinance to amend and add new Technology Policy to the City of Lampasas Personnel Policy that was adopted in 2006; Section 2.000 Employee Responsibilities. Subsection 2.15 – Use of City Computer, Internet Access, and Electronic Mail.

Requested By: Becky Sims, City Secretary/Zoning Administrator

Submitted By: Monica Wright, Director of Information Systems

Date Submitted: March 3, 2021

For the Agenda of: March 22, 2021

**Procurement and Funding Statement:**

N/A

Attachments:

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**Summary Statement:**

This is the second reading of an Ordinance

**Recommendation:**

The amended policy has been reviewed by legal and the City Manager, therefore staff recommends a motion to consider the approval of the second reading of an ordinance to amend and add new Information Technology Policy to the City of Lampasas Personnel Policy that was adopted in 2006; Section 2.00 Employee Responsibilities. Subsection 2.15- Use of City Computers, Internet Access and Electronic Mail.

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAMPASAS, TEXAS;  
AMENDING AND ADDING NEW TECHNOLOGY POLICIES TO ORDINANCE 1148  
WHICH ADOPTED THE 2006 CITY OF LAMPASAS 'PERSONNEL POLICIES  
MANUAL' SECTION 2.00 EMPLOYEE RESPONSIBILITIES, SUBSECTION 2.15 - USE  
OF CITY COMPUTERS, INTERNET ACCESS, AND ELECTRONIC MAIL;  
REPEALING CONFLICTING ORDINANCES AND/OR CITY POLICIES; INCLUDING  
A SEVERABILITY CLAUSE; AND ESTABLISHING AN IMMEDIATE EFFECTIVE  
DATE.**

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**WHEREAS**, the City of Lampasas Texas is a Home Rule municipality granted the authority to enact regulations pertaining to health, safety and welfare of the City and its citizens by the State of Texas and, further, to operate pursuant to the provisions set forth in its Home Rule Charter adopted by the voting citizens of the Lampasas community; and

**WHEREAS**, the City of Lampasas has determined that a revision to the existing Computer, Software, Network and Internet Connections Policy should be amended to update and align the City's policies with current Technology Protocols, which will assist in safeguarding the City's Technology Network; and

**WHEREAS**, after careful consideration and evaluation, the City Council has determined that it is in the best interest of the City to approve and implement a new City of Lampasas Information Technology Policies and Procedures policy applicable to City employees, contractors and others, to be acknowledged, accepted and enforced by City Personnel, as detailed below.

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

**Part 1:** The existing City of Lampasas Computer, Software, Network, and Internet Use Policy is hereby replaced with the newly adopted 'City of Lampasas Information Technology Policies and Procedures'.

**Part 2:** The following provisions of the Lampasas Personnel Policy Manual, Section 2.00 – Employee Responsibilities, Subsection 2.15- Use of City computers, Internet Access, and Electronic Mail, is hereby amended as follows:

**2.00 Employee Responsibilities**

**REPLACE DELETED TEXT WITH:**

**2.15 USE OF CITY COMPUTERS, INTERNET ACCESS, AND ELECTRONIC MAIL**

*See the City of Lampasas Information Technology Policies and Procedures Policy that is provided under separate cover and administered by the City of Lampasas Information Systems Department.*

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

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

**Part 5:** The Mayor is hereby authorized to sign this Ordinance and the City Secretary to attest.

**Part 6:** The Ordinance shall take effect upon the date of adoption noted below in accordance with the City's Charter and the laws of the State of Texas.

PASSED AND APPROVED ON FIRST READING ON THE 8<sup>th</sup> OF MARCH 2021

PASSED AND ADOPTED ON SECOND READING ON THE 22<sup>ND</sup> OF MARCH 2021

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

**ATTEST:**

\_\_\_\_\_  
Becky Sims, 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

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

**Subject:** Discussion and Possible Action on the Receipt of the Monthly Investment Report for January 2021.

Requested By: Yvonne Moreno, Finance Director

Submitted By: Yvonne Moreno, Finance Director

Date Submitted: March 17, 2021      For the Agenda of: March 22, 2021

Procurement and Funding Statement: N/A

Attachments: Investment Report prepared by Patterson & Associates

**Summary Statement:**

The weighted average maturity of City investments is 1 days.

The City's yield to maturity is 0.187

<u>Place of Investment</u>	<u>Investment Amount</u>	<u>% of Portfolio</u>
TexPool / TexPool Prime	\$2,356,113.13	13.41%
TexStar	\$1,627,926.19	9.27%
Bancorp South	\$9,694,311.99	55.18%
Money Market	\$3,881,682.75	22.10%
Frost Bank	\$ 8,145.65	0.05%

**commendation:** Motion to approve by consent.



**Monthly Investment Report  
January 31, 2021**



## New Players and New Agendas

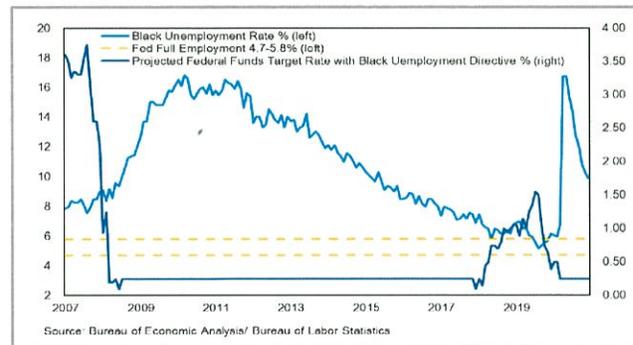
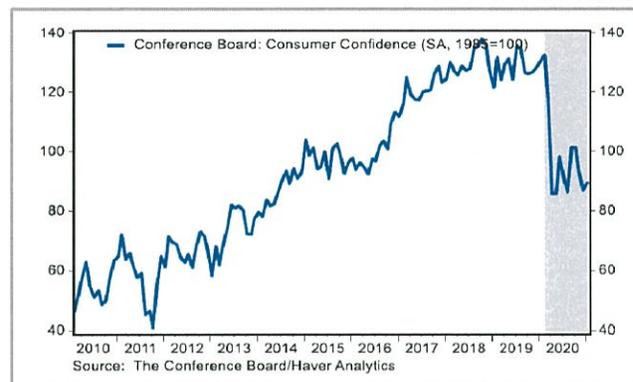
Right or wrong, the policy environment during the pandemic has been complicated by politics and social agendas. This will undoubtedly continue to cause uncertainty in the markets.

At the onset of Covid-19, the Fed deployed multiple economic support measures. Accommodative policy grew to stabilize credit markets: lowering interest rates to zero, ramping up asset purchases, and launching multiple lending and liquidity programs - which pumped trillions of dollars into the system. The Fed is still buying Treasuries of at least \$80 billion per month and mortgage-backed securities of at least \$40 billion per month, with purchases totaling \$2.9T since March. The FOMC is mindful of the drastic *taper tantrum* of 2013 when Bernanke tried to take away the punchbowl and they won't do *that* again. Chair Powell has again repeated his "*we're not thinking about thinking about*" reducing QE or raising rates as the pandemic weighs on the U.S. economy. Read here: low rates.

Now 2021 brings critics that argue the Fed has not done enough to encourage economic *equality*. (Which they actually started in 2019 in an outreach program on the Fed Board and regional banks.)

In addition to the long-standing dual mandate of managing inflation and full employment, any unstudied move for the Fed to address economic equality would surely bring the Fed into the Congressional domain. This is a slippery slope allowing regulatory controls (wages, lending, etc.) to side-step Congressional action. It would also tend to longer term rate accommodation. Congress throughout has been slow to take any action, but with party control in Congress it should be more accountable and productive without redefining our core structure.

The current trying economic situation needs stimulus but, providing simply more direct payment stimulus, could prove problematic. One has to look at diminishing returns from earlier government outlays amid rising savings and investment rates among recipients, as well as rapidly rising federal debt to guess the outcome.



# A Focus on Downside Risks

We know that investors particularly, and people in general, fear uncertainty and hope that it would disappear with 2020 and now are once again replaced with reality. There are simply too many challenges to think that things will improve quickly or easily. 2021 starts with a number of dismal indicators while resources are stretched to the brink. 10 million people are out of work, 14 million are behind on rent, and 18% of families report a lack of food. The growth spurt in October and November has sputtered.

•The economy is stalling again after its holiday surge in Covid-19 cases. Consumers' confidence has moved inversely with the uptick in cases, which then slows entire supply chains.

•The much anticipated vaccine roll-out is falling well short of expectations and may extend through 2021 and that is without virus mutation events.

•A unified government improves the chances for Biden's agenda but does not guarantee it. Promises always meet harsh realities when fiscal facts are finally confronted. But political turmoil adds to pressure on long term rates forcing the Fed's hand for continuing support.

•Additional fiscal stimulus would provide some upside to the economic outlook but that also entails long term debt considerations.

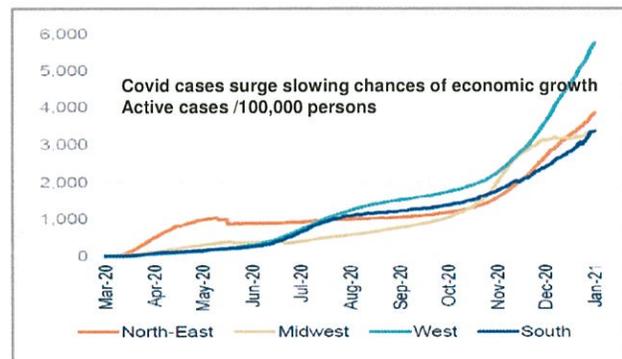
•Political unrest in many global hot spots will slow agendas. US-China tensions will not automatically disappear. Even UK-EU risks remain.

•Bank asset quality and profitability are a concern even with support.

•A slowing economy confirms the need for further stimulus, which should also eventually point to higher inflation. But the expected reconciliation process may not be up to a \$1.9 trillion tab.

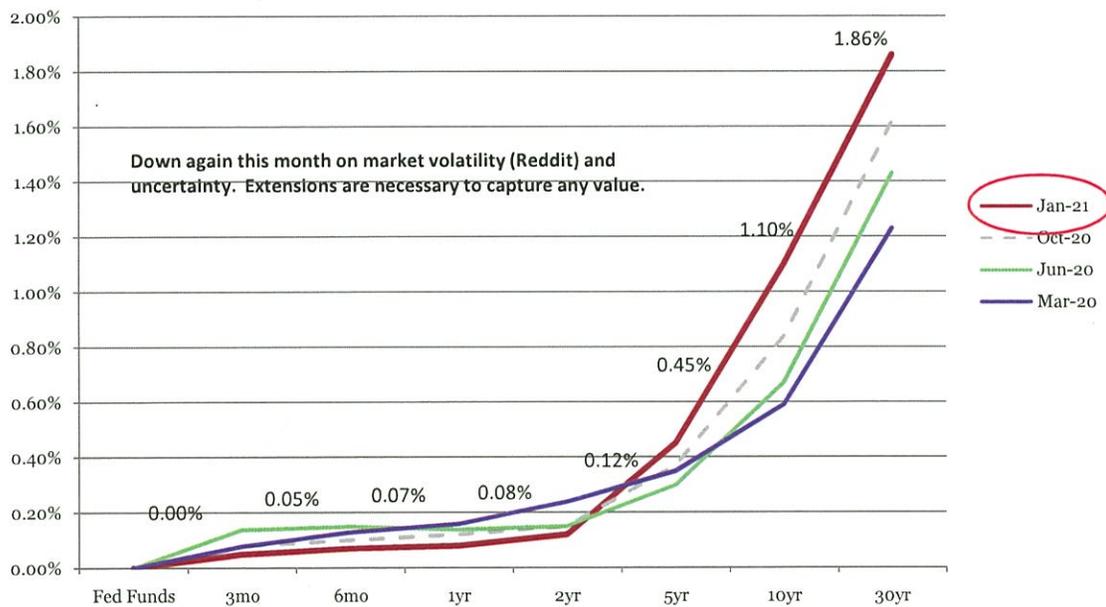
•Fears of a double dip recession in Europe are crystallizing. The ECB has increased its bond-buying to €1.85 trillion and bank lending to €300 Billion.

•Fear not, there are many good signs too. Real estate continues to boom with low mortgage rates and oil and gas activity has picked up on slightly higher demand. The vaccine is slowly being distributed. But, the scales are definitely tipping to low inflation, low rates and low expectations.



## Where will 2021 Lead Us?

- The curve continues to fight the virus and though the long end has moved up slightly in yield on potential recovery fears, the short end remains almost stationary. The Fed actions on the long end will control any major increase.
- The various Covid vaccines have been a major boost to confidence but until it is disseminated and recovery begins, the impact is more of a confidence builder than a reality. That appears to require several more months.
- The Fed has stated its intention to stay at 0.0% Fed Funds through 2023. Looks like the curve will do its job for it.
- A final governmental *peaceful* transition should more closely identify upcoming changes and give the markets a boost for risk assets.

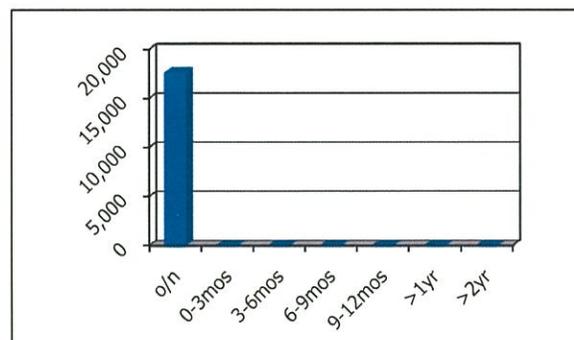
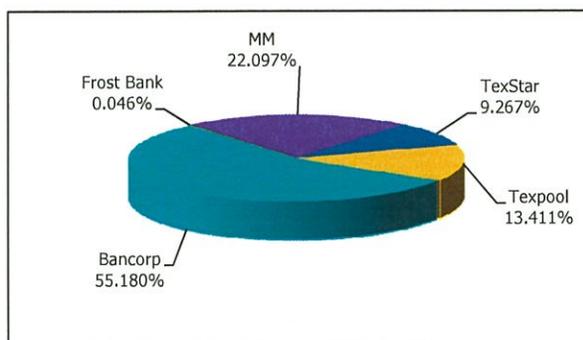


End of Month Rates - Full Yield Curve - Fed Funds to 30yr

# Your Portfolio

As of January 31, 2021

- P&A constantly reviews your portfolio for optimal asset allocation and a controlled average maturity because a diversified portfolio can better adjust to volatile market conditions. These are unusual times and where extensions can be made it is important to make them for any value in the markets.
- The graphs below show asset allocations by market sector and by maturity in your portfolio. Liquidity yields little or no value, but with a flat short curve it may be the only sector available out to six months without the use of CP. Our expectation is of continuing dismally low rates, but we look for value in your authorized sectors to capture the yield available as markets change.
- Fed actions will continue and additional stimulus will boost some risk-on confidence, providing opportunities in the markets.





**City of Lampasas, Texas  
Portfolio Management  
Portfolio Summary  
January 31, 2021**

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

<b>Investments</b>	<b>Par Value</b>	<b>Market Value</b>	<b>Book Value</b>	<b>% of Portfolio</b>	<b>Term</b>	<b>Days to Maturity</b>	<b>YTM 365 Equiv.</b>
Bancorp South	9,694,311.99	9,694,311.99	9,694,311.99	55.18	1	1	0.250
Texpool/Texpool Prime	2,356,113.13	2,356,113.13	2,356,113.13	13.41	1	1	0.089
TexStar	1,627,926.19	1,627,926.19	1,627,926.19	9.27	1	1	0.058
Frost Bank	8,145.65	8,145.65	8,145.65	0.05	1	1	0.000
Money Market	3,881,682.75	3,881,682.75	3,881,682.75	22.10	1	1	0.144
<b>Investments</b>	<b>17,568,179.71</b>	<b>17,568,179.71</b>	<b>17,568,179.71</b>	<b>100.00%</b>	<b>1</b>	<b>1</b>	<b>0.187</b>

<b>Total Earnings</b>	<b>January 31 Month Ending</b>	<b>Fiscal Year To Date</b>
Current Year	2,753.68	11,033.09

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

Yvonne Moreno, Interim Finance Director

Reporting period 01/01/2021-01/31/2021  
Data Updated: SET\_LAMP: 02/23/2021 16:37  
Run Date: 02/23/2021 - 16:38

Portfolio LAMP  
AP  
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Report Ver. 7.3.6.1



**City of Lampasas, Texas  
 Summary by Type  
 January 31, 2021  
 Grouped by Fund**

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

Security Type	Number of Investments	Par Value	Book Value	% of Portfolio	Average YTM 365	Average Days to Maturity
<b>Fund: Cash</b>						
Bancorp South	3	8,651,962.88	8,651,962.88	49.25	0.250	1
Money Market	5	3,881,682.75	3,881,682.75	22.09	0.144	1
Texpool/Texpool Prime	1	1,778,719.49	1,778,719.49	10.12	0.079	1
<b>Subtotal</b>	<b>9</b>	<b>14,312,365.12</b>	<b>14,312,365.12</b>	<b>81.46</b>	<b>0.200</b>	<b>1</b>
<b>Fund: Cert. of Obligation 2016</b>						
Texpool/Texpool Prime	1	577,393.64	577,393.64	3.29	0.119	1
<b>Subtotal</b>	<b>1</b>	<b>577,393.64</b>	<b>577,393.64</b>	<b>3.29</b>	<b>0.119</b>	<b>1</b>
<b>Fund: Electric</b>						
Bancorp South	1	374,039.77	374,039.77	2.13	0.250	1
Frost Bank	1	8,145.65	8,145.65	0.05	0.000	1
TexStar	1	1,627,926.19	1,627,926.19	9.27	0.058	1
<b>Subtotal</b>	<b>3</b>	<b>2,010,111.61</b>	<b>2,010,111.61</b>	<b>11.45</b>	<b>0.094</b>	<b>1</b>
<b>Fund: LEDC</b>						
Bancorp South	2	392,600.52	392,600.52	2.23	0.250	1
<b>Subtotal</b>	<b>2</b>	<b>392,600.52</b>	<b>392,600.52</b>	<b>2.23</b>	<b>0.250</b>	<b>1</b>
<b>Fund: Seizures</b>						
Bancorp South	2	17,368.50	17,368.50	0.10	0.222	1
<b>Subtotal</b>	<b>2</b>	<b>17,368.50</b>	<b>17,368.50</b>	<b>0.10</b>	<b>0.222</b>	<b>1</b>
<b>Fund: Trust</b>						
Bancorp South	2	72,737.43	72,737.43	0.41	0.250	1
<b>Subtotal</b>	<b>2</b>	<b>72,737.43</b>	<b>72,737.43</b>	<b>0.41</b>	<b>0.250</b>	<b>1</b>
<b>Fund: Water</b>						
Bancorp South	1	185,602.89	185,602.89	1.06	0.250	1
<b>Subtotal</b>	<b>1</b>	<b>185,602.89</b>	<b>185,602.89</b>	<b>1.06</b>	<b>0.250</b>	<b>1</b>
<b>Total and Average</b>	<b>20</b>	<b>17,588,179.71</b>	<b>17,588,179.71</b>	<b>100.00</b>	<b>0.187</b>	<b>1</b>

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Portfolio LAMP  
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 ST (PRF\_ST) 7.2.0  
 Report Ver. 7.3.6.1



City of Lampasas, Texas  
 Fund CASH - Cash  
 Investments by Fund  
 January 31, 2021

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

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
<b>Bancorp South</b>										
0474	10004	Bancorp South	09/01/2014	8,622,761.07	8,622,761.07	8,622,761.07	0.250	0.246	0.250	1
3213	10006	Bancorp South	09/01/2014	458.71	458.71	458.71	0.250	0.246	0.250	1
4187	10007	Bancorp South	09/01/2014	28,743.10	28,743.10	28,743.10	0.250	0.246	0.250	1
<b>Subtotal and Average</b>				<b>8,651,962.88</b>	<b>8,651,962.88</b>	<b>8,651,962.88</b>	<b>0.247</b>	<b>0.250</b>		<b>1</b>
<b>Texpool/Texpool Prime</b>										
14103	10000	Texpool	09/01/2014	1,778,719.49	1,778,719.49	1,778,719.49	0.079	0.078	0.079	1
<b>Subtotal and Average</b>				<b>1,778,719.49</b>	<b>1,778,719.49</b>	<b>1,778,719.49</b>	<b>0.078</b>	<b>0.079</b>		<b>1</b>
<b>Money Market</b>										
5001632	10023	Austin Capital Bank MM	01/29/2015	248,348.90	248,348.90	248,348.90	0.050	0.049	0.050	1
XXXX579	10026	Business Bank of TX ICS	04/02/2015	3,146,891.41	3,146,891.41	3,146,891.41	0.150	0.147	0.150	1
XXXX561	10029	Business Bank of TX ICS	06/01/2015	486,440.44	486,440.44	486,440.44	0.150	0.147	0.150	1
4001579	10027	Business Bk Ultimate Bus M/M	05/01/2015	1.00	1.00	1.00				1
4001561	10030	Business Bk Ultimate Bus M/M	06/30/2015	1.00	1.00	1.00				1
<b>Subtotal and Average</b>				<b>3,881,682.75</b>	<b>3,881,682.75</b>	<b>3,881,682.75</b>	<b>0.142</b>	<b>0.144</b>		<b>1</b>
<b>Total Investments and Average</b>				<b>14,312,365.12</b>	<b>14,312,365.12</b>	<b>14,312,365.12</b>	<b>0.197</b>	<b>0.200</b>		<b>1</b>

Fund CERTS16 - Cert. of Obligation 2016  
Investments by Fund  
January 31, 2021

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
<b>Texpool/Texpool Prime</b>										
14103A	10041	Texpool Prime	11/08/2016	577,393.64	577,393.64	577,393.64	0.119	0.117	0.119	1
<b>Subtotal and Average</b>				<b>577,393.64</b>	<b>577,393.64</b>	<b>577,393.64</b>	<b>0.118</b>	<b>0.119</b>	<b>0.119</b>	<b>1</b>
<b>Total Investments and Average</b>				<b>577,393.64</b>	<b>577,393.64</b>	<b>577,393.64</b>	<b>0.118</b>	<b>0.119</b>	<b>0.119</b>	<b>1</b>

**Fund ELEC - Electric  
Investments by Fund  
January 31, 2021**

Page 3

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM '80	YTM '85	Maturity Days To Date Maturity
<b>Bancorp South</b>										
0672	10005	Bancorp South	09/01/2014	374,039.77	374,039.77	374,039.77	0.250	0.246	0.250	1
<b>Subtotal and Average</b>				<b>374,039.77</b>	<b>374,039.77</b>	<b>374,039.77</b>		<b>0.247</b>	<b>0.250</b>	<b>1</b>
<b>TexStar</b>										
17390	10001	TexStar	09/01/2014	1,627,926.19	1,627,926.19	1,627,926.19	0.058	0.057	0.058	1
<b>Subtotal and Average</b>				<b>1,627,926.19</b>	<b>1,627,926.19</b>	<b>1,627,926.19</b>		<b>0.058</b>	<b>0.058</b>	<b>1</b>
<b>Frost Bank</b>										
1732110	10022	Frost Bank Public Checking	01/20/2015	8,145.85	8,145.85	8,145.65				1
<b>Subtotal and Average</b>				<b>8,145.85</b>	<b>8,145.85</b>	<b>8,145.85</b>		<b>0.000</b>	<b>0.000</b>	<b>1</b>
<b>Total Investments and Average</b>				<b>2,010,111.81</b>	<b>2,010,111.81</b>	<b>2,010,111.81</b>		<b>0.082</b>	<b>0.094</b>	<b>1</b>

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Portfolio LAMP  
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FI (PRF\_FI) 7.1.1  
Report Ver. 7.3.6.1

**Fund LEDC - LEDC  
Investments by Fund  
January 31, 2021**

Page 4

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
<b>Bancorp South</b>										
1092	10002	Bancorp South	09/01/2014	390,007.32	390,007.32	390,007.32	0.250	0.246	0.250	1
2363	10003	Bancorp South	09/01/2014	2,593.20	2,593.20	2,593.20	0.250	0.246	0.250	1
<b>Subtotal and Average</b>				<b>392,600.52</b>	<b>392,600.52</b>	<b>392,600.52</b>	<b>0.247</b>	<b>0.250</b>		<b>1</b>
<b>Total Investments and Average</b>				<b>392,600.52</b>	<b>392,600.52</b>	<b>392,600.52</b>	<b>0.247</b>	<b>0.250</b>		<b>1</b>

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Portfolio LAMP  
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F1 (PRF\_F1) 7.1.1.1  
Report Ver. 7.3.6.1

**Fund SEIZ - Seizures  
Investments by Fund  
January 31, 2021**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
<b>Bancorp South</b>										
0763	10008	Bancorp South	09/01/2014	14,094.44	14,094.44	14,094.44	0.250	0.246	0.250	1
1999	10009	Bancorp South	09/01/2014	3,274.06	3,274.06	3,274.06	0.100	0.098	0.100	1
<b>Subtotal and Average</b>				<b>17,368.50</b>	<b>17,368.50</b>	<b>17,368.50</b>	<b>0.219</b>	<b>0.222</b>		<b>1</b>
<b>Total Investments and Average</b>				<b>17,368.50</b>	<b>17,368.50</b>	<b>17,368.50</b>	<b>0.219</b>	<b>0.222</b>		<b>1</b>

**Fund TRUST - Trust  
Investments by Fund  
January 31, 2021**

Page 6

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
<b>Bancorp South</b>										
6349	10010	Bancorp South	09/01/2014	43,105.45	43,105.45	43,105.45	0.250	0.246	0.250	1
6348	10011	Bancorp South	09/01/2014	29,631.98	29,631.98	29,631.98	0.250	0.246	0.250	1
<b>Subtotal and Average</b>				<b>72,737.43</b>	<b>72,737.43</b>	<b>72,737.43</b>	<b>0.247</b>	<b>0.250</b>		<b>1</b>
<b>Total Investments and Average</b>				<b>72,737.43</b>	<b>72,737.43</b>	<b>72,737.43</b>	<b>0.247</b>	<b>0.250</b>		<b>1</b>

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Portfolio LAMP  
AP  
FI (PRF\_FI) 7.1.1  
Report Ver. 7.3.6.1

**Fund WATER - Water  
Investments by Fund  
January 31, 2021**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
<b>Bancorp South</b>										
1639	10012	Bancorp South	09/01/2014	185,602.89	185,602.89	185,602.89	0.250	0.246	0.250	1
<b>Subtotal and Average</b>				<b>185,602.89</b>	<b>185,602.89</b>	<b>185,602.89</b>		<b>0.247</b>	<b>0.250</b>	<b>1</b>
<b>Total Investments and Average</b>				<b>185,602.89</b>	<b>185,602.89</b>	<b>185,602.89</b>		<b>0.247</b>	<b>0.250</b>	<b>1</b>



**City of Lampasas, Texas  
Interest Earnings  
Sorted by Fund - Fund  
January 1, 2021 - January 31, 2021  
Yield on Average Book Value**

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

CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Average Book Value	Maturity Date	Current Rate	Annualized Yield	Adjusted Interest Earnings		
										Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings
<b>Fund: Cash</b>												
14103	10000	CASH	RR2	1,778,719.49	1,778,599.74	1,778,611.33		0.079	0.079	119.75	0.00	119.75
5001632	10023	CASH	RR5	248,348.90	248,338.35	248,339.37		0.050	0.050	10.55	0.00	10.55
XXXX579	10026	CASH	RR5	3,146,891.41	3,146,490.56	3,146,529.35		0.150	0.150	400.85	0.00	400.85
XXXX561	10029	CASH	RR5	486,440.44	486,378.49	486,384.49		0.150	0.150	61.95	0.00	61.95
4001561	10030	CASH	RR5	1.00	1.00	1.00				0.00	0.00	0.00
4001579	10027	CASH	RR5	1.00	1.00	1.00				0.00	0.00	0.00
0474	10004	CASH	RRP	8,622,761.07	8,037,941.51	8,461,739.74		0.250	0.250	1,796.63	0.00	1,796.63
3213	10006	CASH	RRP	458.71	508.60	497.32		0.250	0.260	0.11	0.00	0.11
4187	10007	CASH	RRP	28,743.10	29,767.57	30,315.25		0.250	0.250	6.44	0.00	6.44
			<b>Subtotal</b>	<b>14,312,365.12</b>	<b>13,728,028.82</b>	<b>14,152,418.85</b>			<b>0.199</b>	<b>2,396.28</b>	<b>0.00</b>	<b>2,396.28</b>
<b>Fund: Cert. of Obligation 2016</b>												
14103A	10041	CERTS16	RR2	577,393.64	583,105.04	578,457.49		0.119	0.119	58.60	0.00	58.60
			<b>Subtotal</b>	<b>577,393.64</b>	<b>583,105.04</b>	<b>578,457.49</b>			<b>0.119</b>	<b>58.60</b>	<b>0.00</b>	<b>58.60</b>
<b>Fund: Electric</b>												
17390	10001	ELEC	RR3	1,627,926.19	1,627,845.65	1,627,853.44		0.058	0.058	80.54	0.00	80.54
1732110	10022	ELEC	RR4	8,145.65	8,149.64	8,148.10				0.00	0.00	0.00
0672	10005	ELEC	RRP	374,039.77	359,221.04	361,379.79		0.250	0.250	76.73	0.00	76.73
			<b>Subtotal</b>	<b>2,010,111.61</b>	<b>1,995,216.33</b>	<b>1,997,381.33</b>			<b>0.093</b>	<b>157.27</b>	<b>0.00</b>	<b>157.27</b>
<b>Fund: LEDC</b>												
2363	10003	LEDC	RRP	2,593.20	2,592.65	2,592.70		0.250	0.250	0.55	0.00	0.55
1092	10002	LEDC	RRP	390,007.32	395,323.60	393,431.40		0.250	0.250	83.54	0.00	83.54
			<b>Subtotal</b>	<b>392,600.52</b>	<b>397,916.25</b>	<b>396,024.11</b>			<b>0.250</b>	<b>84.09</b>	<b>0.00</b>	<b>84.09</b>
<b>Fund: Seizures</b>												
1999	10009	SEIZ	RRP	3,274.06	3,273.78	3,273.81		0.100	0.101	0.28	0.00	0.28
0763	10008	SEIZ	RRP	14,094.44	10,854.00	11,480.95		0.250	0.250	2.44	0.00	2.44
			<b>Subtotal</b>	<b>17,368.50</b>	<b>14,127.78</b>	<b>14,754.75</b>			<b>0.217</b>	<b>2.72</b>	<b>0.00</b>	<b>2.72</b>

City of Lampasas, Texas  
Interest Earnings  
January 1, 2021 - January 31, 2021

CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Average Book Value	Maturity Date	Current Rate	Adjusted Interest Earnings			
									Annualized Yield	Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings
<b>Fund: Trust</b>												
6348	10011	TRUST	RRP	29,631.98	29,625.69	29,626.30		0.250	0.250	6.29	0.00	6.29
6349	10010	TRUST	RRP	43,105.45	43,096.30	43,097.19		0.250	0.250	9.15	0.00	9.15
			<b>Subtotal</b>	<b>72,737.43</b>	<b>72,721.99</b>	<b>72,723.48</b>			<b>0.250</b>	<b>15.44</b>	<b>0.00</b>	<b>15.44</b>
<b>Fund: Water</b>												
1639	10012	WATER	RRP	185,602.89	184,586.61	185,017.93		0.250	0.250	39.28	0.00	39.28
			<b>Subtotal</b>	<b>185,602.89</b>	<b>184,586.61</b>	<b>185,017.93</b>			<b>0.250</b>	<b>39.28</b>	<b>0.00</b>	<b>39.28</b>
			<b>Total</b>	<b>17,568,179.71</b>	<b>16,975,700.82</b>	<b>17,396,777.93</b>			<b>0.188</b>	<b>2,753.88</b>	<b>0.00</b>	<b>2,753.88</b>

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TO: Mayor, City Council  
FROM: Robert Gradel  
DATE: March 12, 2021  
RE: City Council Presentation from Municipal Court

Before Covid 19, we were processing approximately 200 violations per month. Since Covid 19, we have been averaging less than 100 violations per month. Last year, we collected approximately \$15,000.00 from the state wide warrant roundup. This year, the statewide event, as a practical matter, has been cancelled, so we cannot anticipate any of that income. If you look at the accompanying Incode report, after the first 5 months of the fiscal year, we have collected 28% of our projected budgeted income. I am cautiously optimistic we will be able to produce the budgeted income as more people become vaccinated and court volume increases.

Due to Covid and local jail restrictions, our office has not issued any arrest warrants since the outbreak began last March. We anticipate that we will begin issuing warrants again later this year. Our collection agency, MVBA, has been aggressively assisting us in staying in contact with defendants who have not paid, and we have been working with anyone who has been unable to pay their fines.

The Office of Court Administration and the Texas Supreme Court have issued emergency orders concerning in person court proceedings. We have been conducting Zoom juvenile hearings and adult pre-trial hearings. We were prepared to conduct a non-jury trial on March 17, but the case has settled. We only have 3 people who want jury trials, and no non-jury trials are currently pending, so there is not much backlog. I credit the court staff and Ms. Baltran, the City prosecutor, with staying on top of the cases.

A handwritten signature in black ink, appearing to be "R. Gradel", located in the bottom right corner of the page.

Account 10 440-4230

Fiscal Year 2020-2021 Current

Account Name MUNICIPAL COURT FINES

General Balance Budget Budget Adjustments History Detail

Account Type Revenue  
 Department MUNICIPAL COURT  
 Note PREVIOUSLY 400-4230  
 Status Active  
 Protected Account

Cash Account Info  
 NonCash  
 Last Check Number  
 Issued

Projects  
 Optional  None  Required  
 Encumbered 0.00  
 Balance 34,880.96CR  
 Pending 0.00

Budget Summary

	Annual Budget	Y-T-D Actual	Y-T-D Encumbrance	Reserve	Prior Year Adj	Budget Balance	%
Original	150,000CR	34,881CR	0			115,119CR	76.74
Current	150,000CR	34,881CR	0			115,119CR	76.74
Group	255,200CR	69,510CR	0			185,690CR	72.76

Next Year

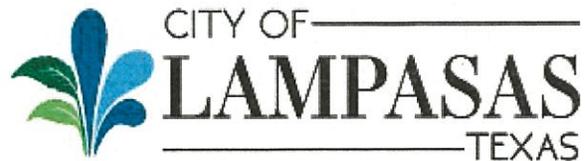
Current	150,000CR	0	0			150,000CR	100.00
Group	255,200CR	0	0			255,200CR	100.00

Clear

View Summary

Oct - Feb  
 431 Violations

# Memo



Municipal Court

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

From: Lewann Turner, Court Clerk I

Date: Friday, March 19, 2021

Re: Monthly Report February 2021

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

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

New Cases	63
Convictions	38
Compliance Dismissals	27
Hrs. Community Service Completed	50
Total Dollar Amount CS	\$631.00
Waived for Indigency	\$2,042.53
Total Collected	\$19,631.64
Total kept by City	\$13,622.53

**CITY SECRETARY DEPARTMENT/ FEBRUARY 2021 MONTHLY REPORT**

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Brief Monthly Overview of Department Employees:

**Becky Sims, City Secretary/Zoning Administrator**

- Prepared and posted packet, attended and took minutes of the February 8<sup>th</sup> & February 22<sup>nd</sup> Regular Council meetings and the February 18<sup>th</sup> Special Meeting
- May 2021 Election Filing Deadline, Drawing for Place on Ballot, Candidate eligibility
- Prepared and posted packet, attended and took minutes for the February 4, 2021 Planning & Zoning Meeting
- Facilitated Whataburger Civil Review /Plat Sign-Off
- Issued Whataburger Permits
- Facilitated CEFCO plan review comments
- Enrolled in TRMC recertification program
- Handled CDBG Postings/Documents/Resolutions
- Processed (8) Mayor Approval Letters for various events.
- Provided information to IT department to update City Website; specifically Building/Planning & City Secretary pages.
- Facilitated/Attended CPAC meetings on February 18<sup>th</sup> and 19<sup>th</sup>
- Worked with Municode to prepare codification request for Supplement 30 for adopted ordinances.
- Processed (7) Open Records Requests
- Daily Building /Planning & Zoning responsibilities – key contact person who handles inquiries/requests and all administrative work/research.

**Chasity Shifflett, Administrative Secretary**

- Assisted the City Manager, City Secretary, EDC Director and Building Official with daily operations
- Assisted all incoming customers
- Responsible for preparing and posting LEDC agendas and minutes on City website(s), posting City Council minutes on website upon Council approval; Attended and took the minutes of the February 24<sup>th</sup> LEDC meeting.
- Assisted with issuing Building Department permits; filing for Building Department; works closely with Building Official on inspection call-ins and documentation of those inspections
- Continued to work on MY GOV implementation with contractors and training for Building Official
- Maintains vehicle inspection/registration process for all City vehicles
- Completes and files Cemetery Deeds
- Working on Records Management Retention Proposal

To: Rickie Roy  
From: Carlos Garcia  
Date: Friday, March 19, 2021  
Re: January, Monthly

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Street Department

Mr. Roy,

For the month of February, the Streets Department worked on,

- 1) Street – Total Work Orders =5, Total Complete = 4, Total Outstanding =1, Total Void = 0
- 2) Street department work on patching workorders.
- 3) Line of sights
- 4) Sweeping all areas of the city.

For the month of March, We will be continuing taking care of work orders. We will continue tree trimming and line of sights. We will be brush chipping all areas.

# Monthly Report

To: Rickie Roy, Public Works Director  
From: Van Sims, W/WW Operations Manager  
Date: March 10, 2021  
Re: February 2021 Monthly Report

**Water/Wastewater  
Department**

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## Summary of Activities

- ***Operation of Water Distribution System***
  1. Repaired 6 water leaks.
  2. Made 1 new water taps.
  3. Changed out 1 new water meter.
  4. Completed monthly flushing.
  
- ***Operation of Wastewater Collection System***
  1. Cleared 5 sewer stoppages.
  2. Installed 1 sewer taps.
  3. Repaired 2 damaged sewer lines.
  4. Completed all monthly lift station checks.
  5. Completed sewer extension on N Elm St.
  
- ***Operation of Wastewater Treatment Facility***
  1. Completed all daily checks of equipment and facilities.
  2. Collected all TCEQ required samples for the municipal plant.
  3. Performed all required analysis, recorded and logged data.
  4. Performed all routine maintenance on scheduled equipment.
  5. Removed 100 yds of cake.
  
- Total Work Orders Completed -118
- Utility Locates -42
- Customer Service Calls - 27

# Memo

To: Rickie Roy  
From: Flint Geagley  
Date: March 12, 2021  
Re: February Activities

Electric Department

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This month's activities involved:

- Received a total of 73 work orders and completed 71.
- Operations and Maintenance
  1. Worked several outages due to rolling blackouts
  2. Received 46 line locates
- Connected:
  1. Upgrades – 6
  2. New services – 5
  3. Temps - 2
- Set 7 poles:
  1. replaced 1 service pole on east North Ave
  1. set 1 pole at 2192 south Hwy 281 for service upgrade
  2. set 3 poles at Stone Valley for new house and street light
  3. set 1 pole on CR 1045 for new houses
  4. set 1 pole at Whataburger to upgrade for new underground line
- Overtime: Received several callouts
  1. On customer side –
  2. Vehicle hit pole – 1 (hit Hamilton Electric pole)
  3. Had several callouts due to rolling blackouts
  4. Low line -1
- Activities for the Year 2020 - 2021:
  - Pole Inspection replacement: **total 389 poles, have replaced 317 poles**
  - Stone Valley: **(70% complete)**
  - Brown St Subdivision: **(80% complete)**
  - CEFCO:
  - Community Church:
  - Whataburger: **Set new pole for underground service**

To: City Manager, Finley DeGraffenried  
Honorable Mayor and City Council  
From: Chief of Police, Sammy Bailey  
Date: March 11, 2021  
Re: Monthly City Council Report, February 2021

As we view our February statistics we are seeing variances in statistics that indicate that patrol has been more reactive than as proactive as we would like them to be. We anticipated this at the start of the pandemic and knew we would be addressing and correcting it through individual Officer's performance, once we could. We have and are already seeing our performance standards improve in March. We anticipate that with the Governor's release from mandates that we will see vast improvements in our overall performance standards.

February 3-4, 2021 we received multiple reports of criminal mischief to vehicles. On February 8, 2021 we caused the warrant arrest of the suspect for Criminal Mischief over \$2,500 under \$30,000.00.

The Public Safety Communications System had to be put on hold due to the damage that the ice/snow storm caused other public safety entities. The vendor will be back on our project as soon as they have other agencies working again.

The Cardinal Computer Aided Dispatch project team has been working diligently to comply with the Criminal Justice Information Systems (CJIS) security policies to obtain CJIS compliance for the project with the new cloud vendor, NLETS.

Each month we have several different PD employees provide us with concerns and tips for addressing their concerns to make us and our department better.

Lt. Charlie Boswell graduated from the Law Enforcement Management Institute (LEMIT). He also joins Chief Bailey and Asst. Chief Cummings with the distinction of having his research paper for LEMIT published.

F.T.O. Andrew "Andy" McCatherine received his Advanced Peace Officer Certificate, this took 9 years 5 months, 2489 hours of education and training credits along with six mandated training courses. He is about 6 years from obtaining his Master Peace Officer Certificate.

Friday, March 26<sup>th</sup> starting at 11:00 a.m. until supplies run out, AWARE Central Texas and the Easter Bunny will have an Easter Kit Drive Thru at the Police Department.



	February-21	YTD	02/2020 YTD
<b>ACCIDENTS:</b>			
MINOR ACCIDENTS	15	37	42
MAJOR ACCIDENTS	0	1	2
FATAL ACCIDENTS	0	0	0
TOTAL ACCIDENTS	15	38	44
<b>CODE ENFORCEMENT:</b>			
HIGH WEEDS & TRASH	12	26	20
JUNK / UNREGISTERED VEHICLES	3	5	15
SUBSTANDARD HOUSING	0	1	0
BUILDING COMPLAINTS	0	0	0
MISCELLANEOUS	11	31	34
TOTAL CODE COMPLAINTS	26	63	69
<b>DAILY ACTIVITIES:</b>			
CALLS FOR SERVICE	797	1654	1781
TELEPHONE CALLS RECEIVED	3848	6865	9575
ESCORTS	52	105	122
MOTORIST ASSISTS	56	99	86
EMERGENCY ORDER OF DETENTION	3	3	4
BEHAVIORAL CRISIS	7	13	11
911 CALLS	229	454	393
TEXT TO 911	1	1	0
OPEN RECORD REQUESTS	8	52	85
<b>ANIMAL CONTROL:</b>			
ANIMAL CFS & FOLLOW UPS	145	290	335
ANIMAL IMPOUNDS	56	97	105
<b>CPAAA VOLUNTEER HOURS:</b>	10.25	10.25	100.00

OFFICER COUNT: 21 OF 21  
DISPATCHER COUNT: 7 OF 7

**WARRANT TOTALS**

(This page includes only information on Class C LMC Warrants received at LPD - No other warrants are tallied)

	<b>Feb-21</b>	<b>YTD</b>	<b>02/2020 YTD</b>
<b>WARRANT TOTALS:</b>			
LMC WARRANTS ISSUED	0	0	143
LMC WARRANTS RECALLED	15	29	95
LMC WARRANTS SERVED OR PYMT ARRANGEMENTS MADE AT LMC	2	5	36
LMC WARRANTS PAID AT LMC / PD	0	0	1

	<b>Feb-21</b>	<b>YTD</b>	<b>02/2020 YTD</b>
<b>WARRANT \$ AMOUNTS:</b>			
LMC WARRANTS ISSUED	\$0.00	\$0.00	\$86,138.56
LMC WARRANTS RECALLED	\$7,854.89	\$15,044.38	\$50,324.11
LMC WARRANTS SERVED OR PYMT ARRANGEMENTS MADE AT LMC	\$1,053.90	\$4,948.83	\$23,217.20
MONEY COLLECTED AT PD	\$0.00	\$0.00	\$511.84

Report Prepared by Kelli Sanguinet 03/11/2021

LAMPASAS ANIMAL SHELTER  
CITY LOG

FEBRUARY 2021

DATE	INTAKE	SEX	AGE	BREED	COLOR	ADDRESS	NAME	PRECAUTIONS	DISPOSITION	OFFICER
02/01/2021	IMP P11197	M	A	DSH	BRN/WHIT TAB	106 N RIDGE		FERAL	EUTH 2-1	131
02/01/2021	IMP P11198	MN	A	AUSSIE MIX	RED/WHIT	905 OLD GEORGETOWN ROAD	JAKE		RESCUE	131
02/01/2021	IMP P11199	F	A	DSH	BLK/WHIT	807 N RIDGE		FERAL	EUTH 2-1	131
02/01/2021	IMP P11200	F	A	DMH	BLUE	807 N RIDGE		SEMIFERAL	RESCUE	131
02/02/2021	IMP P11201	M	A	DMH	BLACK/WHIT	807 N RIDGE		FERAL	EUTH 2-2	131
02/02/2021	IMP P11202	M	A	DSH	BLACK	807 N RIDGE		FERAL	EUTH 2-2	131
02/02/2021	IMP P11203	F	A	DSH	CALICO	807 N RIDGE		FERAL	EUTH 2-2	131
02/02/2021	IMP P11204	F	A	DSH	TORBIE	807 N RIDGE		FERAL	EUTH 2-2	131
02/02/2021	IMP P11205	M	ADO	TERRIER MIX	BLK/BRN	HACKBERRY	ROCKO		ADOPTED 2-20	CITIZEN
02/02/2021	IMP P11206	M	A	PIT MIX	WHITE/RED	900 E AVE D	MAX		RTO 2-3	112
02/03/2021	IMP P11207	F	A	DSH	BLACK	807 N RIDGE		FERAL	EUTH 2-3	131
02/03/2021	IMP P11208	M	A	DSH	BLUE	807 N RIDGE		FERAL	EUTH 2-3	131
02/03/2021	IMP P11209	F	A	DMH	BLK/WHIT	807 N RIDGE		FERAL	EUTH 2-3	131
02/03/2021	IMP P11210	F	A	DMH	BLACK	807 N RIDGE		FERAL	EUTH 2-3	131
02/03/2021	IMP P11211	U	B	DMH	BLK/WHIT	807 N RIDGE		FERAL	RESCUE	131
02/03/2021	IMP P11212	U	B	DMH	BLK/WHIT	807 N RIDGE		FERAL	RESCUE	131
02/03/2021	IMP P11213	U	B	DMH	BLK/WHIT	807 N RIDGE		FERAL	RESCUE	131
02/03/2021	IMP P11214	F	A	DSH	BLACK	807 N RIDGE		FERAL	EUTH 2-3	131
02/04/2021	IMP P11215	U	B	DMH	BLK/WHIT	807 N RIDGE		FERAL	RESCUE	131
02/04/2021	IMP P11216	U	B	DMH	BLK/WHIT	807 N RIDGE		FERAL	RESCUE	131
02/04/2021	IMP P11217	U	B	DSH	BLACK	807 N RIDGE		FERAL	RESCUE	131
02/04/2021	IMP P11218	F	A	CHI-HUAHUA MIX	TAN	17 CHRIS AVE			RTO	107
02/04/2021	IMP P11219	F	A	SCHNAUZER X	SILVER	17 CHRIS AVE			RTO	107
02/05/2021	IMP P11220	M	A	DMH	BLUE	807 N RIDGE		FERAL	EUTH	131
02/05/2021	IMP P11221	M	A	DMH	BLACK	807 N RIDGE		FERAL	EUTH	131
02/05/2021	IMP P11222	MN	A	DMH	BRN/WHIT TAB	210 MOCKINGBIRD			EUTH	131
02/06/2021	IMP P11223	M	A	CHI-HUAHUA MIX	TAN	500 BLOCK W 6TH	BUDDY		RTO	119
02/08/2021	IMP P11224	M	A	DMH	BRN/WHIT TAB	106 N RIDGE		FERAL	EUTH	131
02/08/2021	IMP P11225	M	A	DSH	BLACK	807 N RIDGE		FERAL	EUTH	131
02/09/2021	IMP P11226	M	A	DSH	BLACK	807 N RIDGE		FERAL	EUTH	131
02/09/2021	IMP P11227	F	A	DSH	BLACK	807 N RIDGE		FERAL	EUTH	131
02/09/2021	SUR P11228	M	A	LAB MIX	BLK/WHIT	1306 W AVE A	ALICE		EUTH	CITIZEN
02/10/2021	IMP P11229	M	A	DSH	RED TAB	807 N RIDGE		FERAL	EUTH	131
02/10/2021	IMP P11230	M	A	DSH	BRW/WHIT TAB	301 W 3RD		FERAL	EUTH	131
02/10/2021	IMP P11231	F	A	DSH	BLUE	807 N RIDGE		FERAL	EUTH	131
02/10/2021	SUR P11232	M	6W	AM BULLDOG MIX	RED	1408 W 1ST	LEROY		ADOPTED	CITIZEN
02/10/2021	SUR P11233	M	6W	AM BULLDOG MIX	CHOC	1408 W 1ST	LEVI		ADOPTED	CITIZEN
02/10/2021	SUR P11234	F	6W	AM BULLDOG MIX	RED	1408 W 1ST	LANEY		ADOPTED	CITIZEN
02/10/2021	SUR P11235	M	6W	AM BULLDOG MIX	RED	1408 W 1ST	LEFTY		ADOPTED	CITIZEN
02/10/2021	SUR P11236	M	6W	AM BULLDOG MIX	CHOC	1408 W 1ST	LEON		ADOPTED	CITIZEN
02/10/2021	SUR P11237	M	6W	AM BULLDOG MIX	RED	1408 W 1ST	LANEY		ADOPTED	CITIZEN
02/11/2021	IMP P11238	M	A	DSH	BLK/WHIT	807 N RIDGE		FERAL	EUTH	131
02/11/2021	IMP P11239	M	A	PIT BULL MIX	BLUE	E 4TH AT THE BRIDGE			EUTH	CITIZEN
02/18/2021	IMP P11240	M	ADO	TERRIER MIX	TAN	612 S RACE	UNO		RTO	130
02/18/2021	IMP P11241	M	A	PIT MIX	RED/WHIT	317 SUNRISE HILLS			RTO	CITIZEN
02/18/2021	IMP P11242	M	A	PLOTT MIX	BRINDLE	CRIDER/BARNES		CAUTION	EUTH	109
02/19/2021	IMP P11243	M	ADO	DMH	BLK/WHIT	307 BARNES TRL #2		URI	EUTH 2-19	CITIZEN
02/19/2021	IMP P11244	F	ADO	DMH	GREY/WHIT	307 BARNES TRL #2		URI	EUTH 2-19	CITIZEN
02/19/2021	IMP P11245	F	ADO	DSH	GREY/WHIT	307 BARNES TRL #2		URI	EUTH 2-19	CITIZEN
02/20/2021	IMP P11246	F	A	ROTT MIX	BLK/TAN	SHELL STATION W AVE E	LOLLIE		RTO	CITIZEN

LAMPASAS ANIMAL SHELTER  
CITY LOG

FEBRUARY 2021

DATE	INTAKE	SEX	AGE	BREED	COLOR	ADDRESS	NAME	PRECAUTIONS	DISPOSITION	OFFICER
02/20/2021	IMP P11247	F	A	HOUND MIX	BRINDLE	SHELL STATION W AVE E				CITIZEN
02/21/2021	QUAR P11248	M	A	PIT/MASTIFF X	RED/WHT	407 W 6TH	JACKSON	ORE-RAB SUB	EUTH	131
02/21/2021	QUAR P11249	M	A	PIT/MASTIFF X	RED/WHT	407 W 6TH	LOKI	ORE-RAB SUB	EUTH	131
02/21/2021	QUAR P11250	M	A	PIT MIX	RED/BRINDLE	407 W 6TH	COWBOY	ORE-RAB SUB	EUTH	131
02/22/2021	IMP P11251	M	A	DSH	GREY/WHT	603 S WESTERN		FERAL	EUTH 2-22	131
02/23/2021	IMP P11252	M	A	DSH	BLACK	603 S WESTERN		FERAL	EUTH	131
02/23/2021	IMP P11253	M	A	BULLDOG MIX	BRINDLE/WHT	1700 S KEY ARREST				735
02/24/2021	QUAR P11254	F	A	CHIHUAHUA MIX	TAN	1502 S MAIN	CHULA			131
02/24/2021	IMP P11255	M	A	DSH	BLK/WHT	12 PARK LANE		FERAL	EUTH 2-25	131
02/25/2021	IMP P11256	F	A	DSH	BRN TAB	203 MOCKINGBIRD		FERAL	EUTH 2-25	131
02/25/2021	IMP P11257	M	A	DSH	COLOR POINT	210 MOCKINGBIRD				131
02/25/2021	IMP P11258	M	B	DSH	BLUE	807 N RIDGE				131
02/27/2021	IMP P11259	M	A	GSD	BLK/TAN	6 SUNSET	BANDIT		RTO 2-27	107

# Memo



To: Honorable Mayor and City Council Members  
CC: Finley deGraffenried, City Manager  
From: Vicki Tower, Parks Secretary/HR Coordinator  
Date: March 17, 2021  
Re: Monthly Report February 2021

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## **Parks & Recreation & Human Resources**

### **Brief Monthly Overview – Parks & Recreation**

Vicki Tower, Parks Secretary/HR Coordinator

- Staff met on February 3 to review and discuss the MEP proposal for the Hostess House.
- Attended the February 8 and February 22 City Council Meetings
- Updated and sent out the City Newsletter for March
- Parks Secretary responsibilities including purchase orders, Airport Hangar waiting list, Airport Hangar vacancies, Hostess House reservations and requests, Ruth Eakin Theatre reservations, Pavilion reservations, coordinating events and assisting with various ongoing projects.

### **Brief Monthly Overview - Human Resources**

Vicki Tower, Parks Secretary/HR Coordinator

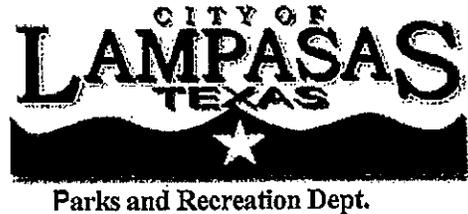
- Prepared and submitted the proposed amendments to the Personnel Policy regarding longevity pay, introductory period for promoted and/or transferred employees and the use of accrued leave time to supplement Workers' Compensation payments.
- Scheduled interviews for the Part-Time Utility Clerk position
- Continue to work on filing and organizing HR files
- Assisted the Accountant(s) with payroll checks and Employee Longevity checks

### **Personnel Information – Currently**

- Current: 112 Full-time positions, 14 Part-time positions and 1 Seasonal position
- Posted Vacancies:
  - Full-time: Park Maintenance Technician, Light Equipment Operator and Police Officer
  - Seasonal: Pool Maintenance Technician, Pool Maintenance Supervisor, Pool Manager, Assistant Pool Manager, Seasonal Pool Lifeguards and/or Headguards, and Cashiers / Head Cashier



# Memo



To: Honorable Mayor and City Council Members  
CC: Finley DeGraffinried, City Manager  
From: Chris Eicher, Director of Parks and Recreation  
Date: March 19, 2021  
Re: Monthly Report February 2021

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## Department Activities (see reports) Parks

February is typically a pretty slow month for the parks department in terms of grounds maintenance. It's the perfect time of year to complete lots of vehicle and equipment maintenance, which is exactly what we were busy doing. With mowing season just around the corner, the crew spent most of their time servicing pressure washers, mowers, weed eaters, replacing valves, replacing signage, rearing pump in Sulphur creek, seemingly non-stop plumbing repairs from the unprecedented winter storm, and performing shop maintenance. As we make the transition from winter to spring, we are also beginning our pool maintenance.

## Sports Facilities Crew (see reports)

The sports crew had a busy month as well with general turf management, lots of irrigation and plumbing repairs, equipment maintenance, building maintenance, aerating and fertilizing, prepping for soccer and football, repairing fencing @ Turner Complex, and maintaining daily routines to keep the facilities clean and safe for visitors.

## Cemetery ( see reports)

**Department: Parks  
Monthly Activity Report  
MONTH OF FEBRUARY 2021**

I) Regular Personnel Hours Available: 800.00

LESS:

A)	Vacation Leave	11.00
B)	Sick Leave	11.00
C)	Supervision/Training	76.00
D)	Holiday	40.00
E)	Other	

SUB-TOTAL 138.00

PLUS:

A)	Over Time	27.00
B)	Temporary Labor	
C)	Part Time	
D)	Transfer	

SUB-TOTAL 27.00

TOTAL HOURS AVAILABLE FOR THE MONTH: 689.00

II) Department Summary of Work Orders for the Month.

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

III) Department Projects for the Month.

<u>Other:</u>	
Sub-total Hours on Projects:	0.00

IV) Department Operations and Maintenance for the Month.

<u>Cleaning Parks</u>	141.00	
<u>Airport Maint.</u>	19.00	
<u>Mowing/Weed eating</u>	44.00	
<u>Building and Grounds</u>	383.00	
<u>Equipment/Vehicles/Shop</u>	64.00	
<u>Office/Meetings</u>	38.00	
Sub-total Hours on Projects:		689.00

TOTAL HOURS FOR DEPARTMENT 689.00

V) Department's Proposed Projects for next Month

Total Estimated Hours on Proposed Projects:	0.00

**Department: SPORTS FACILITIES**  
**Monthly Activity Report**  
**MONTH OF FEBRUARY 2021**

I) Regular Personnel Hours Available: 480.00

<u>LESS:</u>		
A)	Vacation Leave	8.00
B)	Sick Leave	8.00
C)	Supervision/Training	0.00
D)	Holiday	24.00
E)	Other (?)	0.00
SUB-TOTAL		40.00

<u>PLUS:</u>		
A)	Over Time	17.00
B)	Temporary Labor	0.00
C)	Part Time	0.00
D)	Transfer	0.00
SUB-TOTAL		17.00

TOTAL HOURS AVAILABLE FOR THE MONTH: 457.00

II)	<u>Department Summary of Work Orders for the Month.</u>			
	<u>Received</u>	<u>Completed</u>	<u>Outstanding</u>	<u>Void</u>
			0	0
				<u>Hours</u>

III)	<u>Department Projects for the Month.</u>		
	Prepare Complexes for Sports Seasons	16.00	
	_____		
	_____		
	_____		
	Other:		
	Sub-total Hours on Projects:	16.00	

IV)	<u>Department Operations and Maintenance for the Month.</u>		
	Cleaning Fields	85.00	
	Turf Management	90.00	
	Mowing/Weed eating	75.00	
	Building and Grounds	85.00	
	Equipment/Vehicles/Shop	90.00	
	Office/Meetings	16.00	
	Sub-total Hours on Projects:	441.00	
	TOTAL HOURS FOR DEPARTMENT	457.00	

V)	<u>Department's Proposed Projects for Next Month</u>		
	Aerate Sports Fields at 580 Sports Complex	8.00	
	Spread Fertilizer at 580 Sports Complex	8.00	
	_____		
	Total Estimated Hours on Proposed Projects:	16.00	

# Memo



Oak Hill Cemetery

To: Chris Eicher, Parks & Rec. Director  
From: Duane Griffith Cemetery Crew Leader  
Date: 3/2/2021  
Re: End of the month report February

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Interments	10 (1) cremation
Fee's for over site	\$925.00
Sites sold	16/ \$8,700.00
Niche sales	0
Beautification fund	\$24.00
Visitors Assisted	2
Level & Backfill sites	3
Meetings Attended	1

DEPARTMENT: CEMETERY  
MONTHLY ACTIVITY REPORT

FOR THE MONTH OF: FEB 2021

Regular Personnel Hours Available:

480

LESS:

A)	Vacation Leave/Personal Day	42.5
B)	Sick Leave	12
C)	Jury Duty	0
D)	Other (holiday/bad weather)	24
E)	Supervision/Funeral	48.5
SUB-TOTAL		127

PLUS:

A)	Transfer from Parks	0
B)	Seasonal Labor/Temp	0
C)	Other (Community service)	0
D)	Overtime	13.5
SUB-TOTAL		13.5

TOTAL HOURS AVAILABLE FOR THE MONTH: 366.5

**Department Summary of Work Orders for the Month**

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

**Department Projects for the Month**

	0
	0
	0

Sub-total Hours on Special Projects: 0

**Department Operations and Maintenance for the Month**

Mowing & W/E / Funerals	0
Equip & Veh Maint	18
Buildings & Grounds	253.5
Office Operations	94

Sub-total Hours on OM Projects: 365.5

**OTHER**

OHCA Mtg.	1
	0
	0

Sub-total Other 1

TOTAL HOURS FOR DEPARTMENT 366.5

**Department's Proposed Projects for next Month**

	0
	0
Total Estimated Hours on Proposed Projects:	0

**Memo**

To: Finley deGraffenried, City Manager  
 From: Monica Wright, Director of Information Systems  
 Date: Friday, March 5, 2021  
 Re: February 2021 Monthly Report



Information  
Systems

**IT Service Tickets:**

February 2020	February 2021	
219	450	<b>+231 service tickets</b>

**Social Media Stats:**

	February 2020	February 2021	
Facebook Followers	5,837	6,608	<b>+771 FB page followers</b>
Twitter Followers	514	622	<b>+108 Twitter followers</b>

**Website Payments:**

	February 2020	February 2021	
City Utility	423 \$126,236.89	478 \$158,514.06	<b>+55 online payments +\$32,277.17</b>
Municipal Court	48 \$15,722.40	20 \$5,460.38	<b>-28 online payments -\$10,262.02</b>

**Website Stats:**

	February 2020	February 2021	
Page Visits	9,185	22,939	<b>+13,754 visits</b>
Page Views	18,526	42,721	<b>+24,195 page views</b>
Downloads	1,423	3,363	<b>+1,940 downloads</b>

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

**IT Supported Hardware:**

PCs	92
Servers	21
Firewalls	3
Laptops	51
Printers	63
Wireless Access Points (WAP)	16
Switches	20
Network Attached Storage (NAS)	7
Tablets	10
Verizon Aircards	39
<b>IT Supported Software</b>	<b>30+ applications</b>

**FY 2020/2021 Projects:**

- Configure/replace (2) City network firewalls *(completed)*
- Relocate City firewalls to IT Building *(completed)*
- Configure/install new anti-virus software on client pcs/servers *(completed)*
- Configure/replace City Hall POE switch *(completed)*
- AT&T contract executed for increased bandwidth *(completed)*
- Replace 100M fiber circuit with 500M circuit/relocate from CH to IT Building *(completed)*
- Assist PD & Cardinal with CAD implementation *(completed)*
- Configure/replace (2) PD POE fiber switches *(completed)*
- Configure/replace fiber POE switch at Municipal Court *(completed)*
- Configure/replace fiber POE switch at Library *(completed)*
- Configure/install replacement Library firewall *(completed)*
- Dispose of old/outdated/broken IT equipment from City Hall *(completed)*
- Configure/replace old receipt printers *(completed)*
- Configure/replace PD Toughbooks *(completed)*
- Obtain quotes/configure/replace (10) PCs *(FY 20-21)*
- Add email archive integration with Microsoft o365 *(FY 20-21)*
- Modify/adopt employee computer use policy *(FY20-21)*
- Upgrade all outdated Microsoft Office software on PCs *(FY 20-21)*
- Obtain quotes/replace IT Building (7) windows *(FY 20-21)*
- Build IT Server room wall w/ door *(FY 20-21)*
- Configure/replace Library Useful server/patron thin clients *(FY 20-21)*
- Configure/install replacement credit card readers with chip readers *(FY 20-21)*
- Implement cloud storage for audio/video retention *(FY 20-21)*
- Configure/install security cameras at Calvert Municipal Building *(FY 20-21)*
- City wide cyber security training for all employees *(FY 20-21)*
- Configure/install (1) WAP's (wireless access points) at Animal Shelter *(FY 20-21)*
- Install replacement 100ft fiber patch cable at Old City Hall *(FY 20-21)*
- Obtain Quote from Tyler Technology to upgrade Incode *(FY 20-21)*
- PD CJIS audit *(FY 20-21)*

**February Projects:**

- Obtained quote for (8) chip readers/purchased/installed
- Updated online employment application
- Configured/activated (2) Ipads for the Building Department/ added to inventory
- Assisted Building Department with MyGov on tablets/account login
- Configured/activated (2) Apple Iphones for Building Department
- Deployed State DIR cyber security training modules to employees
- Configured/installed replacement Utility Billing receipt printer/added to inventory
- Added all (City) receipt printers to inventory
- Reviewed attorney notes on new IT computer use policy/submitted for review
- Configured/replaced PD Toughbook/added to inventory
- Made changes to agenda module with CivicPlus
- Pushed out weekly Covid-19 updates on website/social media
- Installed Cardinal Badge update to server/pcs
- Activated/replaced Airport Verizon jetpack/added to inventory
- Activated/replaced City Secretary Verizon jetpack/added to inventory
- (3) Verizon jetpack upgrades
- Scheduled onsite visit to discuss A/V programming changes at Calvert Building
- Attended Cardinal CAD phone conference with PD & vendor
- Obtained quote for new replacement PD Toughbook/ordered
- Replaced Utility Billing desktop pc/added to inventory

- Worked with City Secretary on several website content updates on City website
- SCADA network diagram/layout
- Pushed out emails/text notifications/website & social media updates related to winter storm
- Configured firewall for remote SCADA access
- Ordered photo contest prizes
- Made changes to City Council page/AV recordings/Council Agendas archive

### March Projects:

- Configure/install (8) chip readers at City Hall & Muni Court
- Quote for (2) replacement W/WW tablets/configure/add to inventory
- Research compliant SCADA remote access software/advise W/WW Department on recommendation
- StorageCraft backup software annual renewal
- Microsoft o365 Exchange annual renewal
- Configure firewall for SCADA remote access software
- Order handheld recorder for board meetings at various locations
- Configure/install (10) replacement desktop PCs/add to inventory
- Employee IT Computer Policy ordinance amendment agenda item
- New employee IT computer policy adoption
- Configure firewall/Cardinal VPN connection for Cardinal CAD/NLETS
- Quote for replacement meter reader switch/purchase/install/add to inventory
- Purchase 25ft A/V cables to extend AV microphones at Calvert Building/install
- Deploy State DIR required cyber security training module to employees/submit to state
- Configure/replace PD Toughbook/add to inventory
- Complete IT Building side door awning
- Setup Incode 9 cloud and Incode 10 product demonstration/obtain quote
- Configure WG firewall cluster w/ high availability
- Replace fan on PD server
- Obtain quote for web based .pst viewer software
- Post Town Hall meeting on website/social media
- Make changes to Covid-19 webpage
- Obtain quote for archive software integration with Microsoft o365
- Move WAPs to Watchguard Cloud
- Obtain quotes for (7) replacement IT Building windows/award bid
- Schedule IT Building window replacement
- Push out weekly Covid-19 updates on website/social media
- Purchase IT Building training table/chairs
- Have City logo added to photo contest prizes

### Daily/Weekly/Monthly Tasks:

- Send out employee cyber training phishing tests
- OS updates on all NAS devices
- OS updates to firewalls/WAPs
- Install Windows updates on City/PD servers & workstations
- Content updates to LEDC Website/Facebook/Twitter
- Content updates to the City Website/Facebook/Twitter
- Reply to website/social media submissions/requests
- Perform routine maintenance on hardware and software
- Backup all workstations/servers/NAS storage devices
- Update virus / spyware definitions and apply security patches to computers/servers
- Order toner needed in each department

- Prepare reports for and attend directors meeting and City Council meeting
- IT monthly report
- LEDC website analytics monthly report
- Continued education of network security threats
- Continued research of applications/software for departments
- Documentation for all software/hardware configurations
- Setup Council Live Stream meetings
- Create cyber security phishing campaigns/deploy to employees

**Future Projects & Goals:**

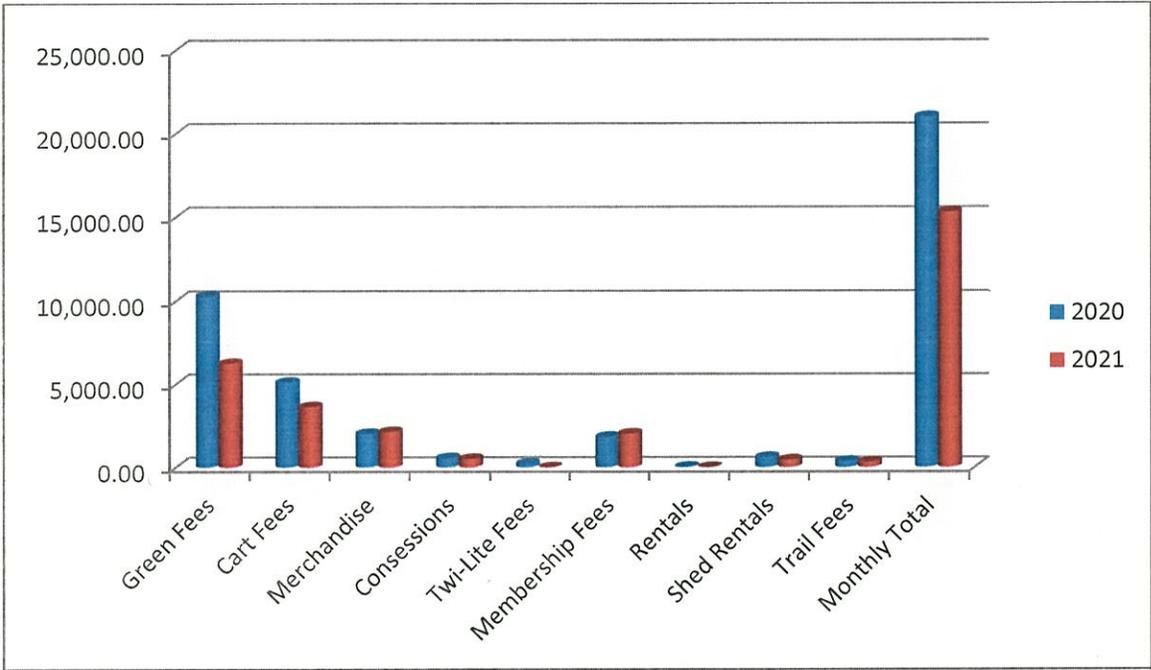
- Complete State required Cyber Security Employee Training (*annual*)
- Modify/adopt employee computer use policy (*FY20-21*)
- Upgrades to Microsoft Office licenses (*FY-20-21*)
- IT Building Server Room Wall with locking door (*FY 20-21*)
- Replace (7) IT Building windows (*FY 20-21*)
- Assist PD w/ Cardinal CAD/ticket writer system migration (*FY 20-21*)
- Configure/install wireless access point (WAP) at Animal Shelter (*FY 20-21*)
- Run Cat 6 cable for cameras at Old City Hall (*FY 20-21*)
- Replace Library Useful server/hardware/software (*FY 20-21*)
- Replace credit card swipe readers with chip readers (*FY 20-21*)
- Installation of security cameras at Old City Hall (*FY 20-21*)
- Free re-design of City & EDC websites (*FY 21-22*)
- Microsoft Office Exchange Email Archive Integration (*FY 21-22*)
- Point to Point wireless Internet solution for locations not on fiber (*FY 21-22*)
- Migrate Incode software to cloud/SQL solution (*FY 21-22*)
- City fiber network added to mapping layers (*uncertain*)
- Re-cable all City buildings in preparation for VOIP infrastructure (*uncertain*)
- Research/implement timesheet/time off request software (*uncertain*)

## LAMPASAS PUBLIC LIBRARY

### FEBRUARY 2021

- Circulation** We circulated 3,082 items in February, which is down 11.6% from January (3,487). Of course, February is a short month, but in addition to Presidents' Day, the library was also closed for five days as a result of the winter storm.
- Door Count** There were 1,414 visitors during February, which is down 12% from January (1,607).
- Internet Usage** There were 61 Internet sessions in February, compared to 83 in January (down 26.5%).
- Wifi Usage** We had 49 distinct clients use the public wifi in February, which is down 35.5% from January. There was an average of 3 users per day, down 50% from last month.
- Text Interactions** We communicated, via text messages, with 89 unique phone numbers in February, which is up 2.3% from January (87). We sent/received a total of 479 messages, which is down 1% from last month (484).
- February Programs** Our February Books & Badgers guest storyteller was D'Anne Willis. She did a great job reading and talking up the library. Family story time readers were library patrons Shelley and Isabella Gutierrez. They did a great job as well. Staff members continue to provide bi-weekly virtual story times, as well as a special story time each month for HeadStart.
- Upcoming Programs** In March, 2020 Miss Spring Ho Laurcy Belle Bender will be our Books & Badgers reader, and library patron Kelly Martinez and her kids will read for our Family Story Time. Staff will continue to do their bi-weekly story times. All story times are virtual (Facebook Live). We will have a couple of extra virtual programs for the kids during Spring Break – a craft on March 15 and science experiment on March 19. These should be fun!

# Hancock Park G.C. February Revenue Comparison 2020 and 2021



\*Golf Course was closed for 10 days due to weather. (Snow and Ice)

# Memo

**To:** Finley deGraffenied, City Manager  
**From:** Van Berry, Golf Course Manager  
**cc:** City Council Members  
**Date:** March 17, 2021  
**Re:** Monthly Report, February 2021

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- Completed cleaning the creek bank and trimming trees on the south side of the Pro Shop.
- Burned numerous brush piles.
- The course was closed for 10 day (2/11/21 through 2/20/21) due to the freezing weather. The closure obviously made a difference on our revenues. (See attached comparison chart)
- Damage from freeze:

Our pump house did suffer some damage from the freeze despite our efforts to keep the heat on when the electricity was going off and on. Our maintenance pump, which keeps a constant pressure on the system froze and broke (estimate to replace \$2,500.00 - \$3,000.00). The heat exchanger, which is a radiator that cools the electrical system froze and broke (estimate to replace \$3,000.00 - \$3,500.00).

The restrooms by the maintenance shop had minor damage, there were a few PVC fittings that froze and broke.

Inside the Ladies Clubhouse, a fitting under the kitchen sink froze and broke.

- Applied 800 lbs. of Gypsum on the greens.
- Applied 600 lbs. of 0-0-30 (potash) on the greens.
- Sprayed Firm-Up (soil conditioner) on the greens.

## City of Lampasas

## M E M O

To: Mayor and City Council  
 From: Finley deGraffenried  
 Re: Manager's Report  
 Date: 19 March 2021

- Audit Committee** As in previous years, staff seeks Council input on a date and time for review of the FY 2020 Audit. The auditors typically review the financial performance and compliance of the City with the Committee, who then recommends acceptance at a future Council meeting. Auditors have indicated their availability on either March 25 or March 26 at the Committee's convenience.
- CIP** The Capital Improvement Program Committee met on March 11<sup>th</sup> to discuss the status of programmed projects for FY 2021, as well as review of the recent winter storm event and its influence on future project identification. The Committee's next meeting will be held at the Water/Wastewater shop and lab, and will include orientation on the City's SCADA system and tour of the Wastewater plant. Staff also seeks Council input and direction on filling one vacancy on the Committee.
- Pool Staffing** Staff reports concern regarding recruitment of Pool staff for the upcoming season. Chris Eicher reports that after advertisement, the City has received only one application for lifeguard. The Pool Manager, Vicki Tower and Chris have all increased recruitment efforts at the High School, on the website and through the newspaper, and are hopeful additional efforts will pay off. This season will not have the benefit of returning staff, due to limited openings last year.
- New Hope Church** This past week, staff was contacted by the New Hope Baptist Church regarding their wishes to possibly convey the property. It is staff's understanding the Congregation is approximately 150 years old, and the church building itself is over 100 years old. The Pastor noted that the current congregation was unable to maintain the Church, but they would like the facility to be preserved if possible. Because the Church is adjacent to the Historic Colored School, and shares a similar historic value, Council may wish to consider further investigation. The Church may also provide an option for restroom facilities that have been identified as a need for potential events at the Colored School.
- Industrial Park** Since batching equipment has been removed from the City's industrial park property at East 580 and Maclane, staff have received a number of inquiries regarding leasing the site. The original intent of the discounted lease was to promote economic development by creating commerce and jobs. Staff now seeks input from Council regarding use of the property at possibly a market lease rate. Mandy Walsh, Economic Development Director, has been handling inquiries related to the property.

**Garden Dedication** If you have time, please consider coming out to Campbell Park on March 24<sup>th</sup> at 6:00 p.m. for dedication of the Butterfly Garden. The Garden was an Eagle Scout Project of J.T. Saucedo, and was completed in time for the fall migration of monarch butterflies.

**Staff** Yvonne is pleased to welcome Heather McDonald to the Utility Billing and Collection staff, as part-time clerk. I would also like to acknowledge the following employees who began their City of Lampasas careers in March: Pam Torrez, 1 year; Hunter Sanguinet, 3 years; Jerry Hobbs, 3 years; Richard Cox, 5 years; Chris Eicher, 14 years; Kelli Sanguinet, 18 years; and Tim Ryan, 27 years.

**Sales Tax** Council has likely seen reports of Sales Tax receipts for the month of March indicating a 28.7% increase over the same period last year. Although staff anticipates leveling off at some point, fiscal year to date (October 1 to March 31, 6 months) collections have been \$1,004,654.06 on an annual plan of \$1,550,000.00 or 65% of the annual budget.



Glenn Hegar  
Texas Comptroller of Public Accounts



Tax Allocations

## City Sales and Use Tax Comparison Summary March 2021

Download and further analyze current and historic data using the Texas Open Data Center.

NOTE: Some jurisdictions may have changed tax rates, thus affecting the comparison. See Local Sales Tax Rate Information Report [[comptroller.texas.gov/taxes/sales/rate-report.php](https://comptroller.texas.gov/taxes/sales/rate-report.php)] for a list of jurisdictions who have changed rates in the preceding 14 months.

U/C = Unable To Compute Percentage Change

Total Net Payments This Period: **\$491,735,983.18**; Comparable Payment Prior Year: **\$484,469,191.73**; Percent Change: **1.50%**

Total Payments YTD: **\$1,681,360,876.46**; Total Prior Year Payment YTD: **\$1,645,918,571.88**; Percent Change: **2.15%**

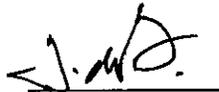
LAMPASAS

City	Net Payment This Period	Comparable Payment Prior Year	% Change	Payment YTD	Prior Year Payment YTD	% Change
Lampasas	\$194,406.19	\$151,031.17	28.71%	\$617,219.17	\$508,617.59	21.35%

« « Rows 1 to 1 of 1164 Total » »

If you have questions about Tax Allocation Payment Distribution Schedule, please contact us [<mailto:Taxalloc.RevAcct@cpa.texas.gov>].

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City Manager

ITEM NO. 71

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

**Subject:**

Discussion and possible action concerning approval of a new 5-year lease/purchase agreement between Holt Caterpillar and the City of Lampasas water department for a new 2021 420XE CAT backhoe and a new 2021 308CR CAT excavator for the amount of \$3,579.60 per month, \$42,955.20 per year.

Requested By: Van Sims Water & Wastewater Operations Manager

Submitted By: Rickie Roy, Assistant City Manager

Date Submitted: March 9, 2021

For the Agenda of: March 22, 2021

**Procurement and Funding Statement:**

Available Funding \$66,000.00 shared between 82-520-5515 and 82-530-5515

Attachment: Lease Agreement

**Summary Statement:**

The water department is requesting Council approve the lease/purchase agreement between the water department and Holt CAT for the lease of two new pieces of equipment, a CAT backhoe and a CAT excavator in the amount of \$3,579.60 per month. At the end of the 5-year lease, the City has the option of purchasing the equipment for the remaining balance of the lease, or return the equipment and negotiate a new lease agreement on newer equipment.

The department and Holt are concluding its current 5-year lease agreement and the department is exercising its option to return both pieces of equipment currently under lease. The City Attorney has reviewed the attachment.

**Recommendation:**

The water department is asking City Council to approve the lease purchase agreement with Holt CAT for the lease of the CAT backhoe and the CAT excavator for \$3,579.60 per month, \$42,955.20 annually, and authorizing the City Manager to execute any related documents

# NEXT STEPS >>>



1. Complete and sign all documents in this package.
2. Submit completed and signed documents by clicking FINISH at the end of your documents.
3. Once you receive a confirmation email stating all parties have signed, open your executed document package.
4. The highlighted fields below will be populated with the account information you need to register your account with MyCatFinancial.

## WELCOME TO MYCATFINANCIAL

- Go to <https://mycatfinancial.com>
  - Select your country and language
  - Click LOG IN or REGISTER your account

### TO REGISTER:

- Contract Number 001-70025476
- Serial Number H9X00605, GG803385
- Effective (commencement) Date

- Enjoy MyCatFinancial features. Including:
  - 24/7 access to accounts/contracts
  - Make/manage payments
  - Calculate payoffs
  - View invoices, tax information, & amortization schedules



## REGISTER FOR DIRECT PAY

It's **fast**. It's **free**. It's **easy**. Most importantly. It's **safe**.

1. Click the **MANAGE DIRECT PAY** tile on the home page of MyCatFinancial. You can also access through your profile in the top right corner.
2. Select the contracts you would like to register for Direct Pay and click **ENROLL**.
3. Enter your banking information for the auto-debit.
4. Direct Pay will auto-debit your bank account each month.

Document Checklist – Governmental Lease



These documents were prepared especially for:  
 CITY OF LAMPASAS  
 312 E. 3RD STREET  
 LAMPASAS, TX 76550-2820

Dealer: HOLT TEXAS, LTD., E140  
 Contract Number 001-70025476  
 Transaction Number: 4160277  
 Comments:

Date: 03/08/2021  
 Time: 12:58:47 PM

Customer Executed Documents	Comments
<input type="checkbox"/> Governmental Lease Document	_____
<input type="checkbox"/> Insurance-Liability and Physical Damage	_____
<input type="checkbox"/> Advance Payment (cross out if N/A)	_____
<input type="checkbox"/> Guaranty of Payment (cross out if N/A)	_____
<input type="checkbox"/> Tax Exemption Certif. (cross out if N/A)	_____
<input type="checkbox"/> Title applied for (cross out if N/A)	_____
<input type="checkbox"/> Customer Information Verification	_____
<input type="checkbox"/> Any necessary Riders/Amendments	_____
<input type="checkbox"/> CVA DOC ADDENDUM TO FINANCE LEASE (Multiple CVA offers at Doc Gen)	_____
<input type="checkbox"/> FINAL CVA AT ADDENDUM (Multiple CVA offers at Doc Gen)	_____
<input type="checkbox"/> FINAL CVA AT QUOTE (Customer Accepted CVA before Doc Gen)	_____
<input type="checkbox"/> Other _____	_____
<input type="checkbox"/> 8038G / CG Form	_____
<input type="checkbox"/> Request for Minutes	_____
<input type="checkbox"/> Opinion of Counsel	_____
<input type="checkbox"/> Governmental Resolution to Lease, Purchase and/or Finance	_____
<input type="checkbox"/> Governmental Buyback Agreement (cross out if N/A)	_____

Dealer Executed Documents	
<input type="checkbox"/> Purchase Agreement	_____
<input type="checkbox"/> Dealer Invoice	_____
<input type="checkbox"/> All Credit Conditions Met	_____

\*If any of these documents are altered, or if the Lessee wishes to add or delete documents, please contact your CFSC Credit Analyst to obtain acceptance of any and all changes.

If you have any questions concerning these documents please call and ask for

Checklist completed and confirmed by: \_\_\_\_\_ Print Name: \_\_\_\_\_  
 Date: \_\_\_\_\_

These Documents do not constitute any offer or commitment to offer financing by Caterpillar Financial Services Corporation without Caterpillar Financial Services Corporation's expressed written approval.

**1. PARTIES**

LESSOR ("we", "us", or "our"):

LESSEE ("you" or "your"):

**CATERPILLAR FINANCIAL SERVICES CORPORATION**  
 2120 West End Avenue  
 Nashville, TN 37203

**CITY OF LAMPASAS**  
 312 E. 3RD STREET  
 LAMPASAS, TX 76550-2820

In reliance on your selection of the equipment described below (each a "Unit"), we have agreed to acquire and lease the Units to you, subject to the terms of this Agreement. Until this Agreement has been signed by our duly authorized representative, it will constitute an offer by you to enter into this Agreement with us on the terms stated herein.

**2. DESCRIPTION OF THE UNITS**

DESCRIPTION OF UNITS Whether the Unit is new or used, the model number, the manufacturer, and the model name	SERIAL/VIN Unique ID number for this Unit	MONTHLY LEASE PAYMENT This is due per period, as stated below in section 3.	FINAL LEASE PAYMENT	DELIVERY DATE Enter date machine was delivered to you.
1 New 2021 Caterpillar 420-07XE Backhoe Loader	H9X00605	\$1,844.02	\$41,280.00	_____
1 New 2021 Caterpillar 308-07CR Hydraulic Excavator	GG803385	\$1,735.58	\$34,320.00	_____

**TERMS AND CONDITIONS**

**3. Lease Payments; Current Expense** You will pay us the lease payments, including the final lease payment set forth above (collectively, the "Lease Payments"). Lease Payments will be paid by you to us as follows: a first payment of \$3,579.60 will be paid in arrears and the balance of the Lease Payments is payable in 58 successive monthly payments of which the first 59 payments are in the amount of \$3,579.60 each, and the last payment is in the amount of \$79,179.60 plus all other amounts then owing under this Lease, with the first Lease Payment due one month after the date that we sign this Lease and subsequent Lease Payments due on a like date of each month thereafter until paid in full. A portion of each Lease Payment constitutes interest and the balance of each Lease Payment is payment of principal. The Lease Payments will be due without demand. You will pay the Lease Payments to us at CATERPILLAR FINANCIAL SERVICES CORP., P.O. BOX 730681, DALLAS, TX 75373-0681 or such other location that we designate in writing. Your obligations, including your obligation to pay the Lease Payments due in any fiscal year, will constitute a current expense of yours for such fiscal year and will not constitute an indebtedness of yours within the meaning of the constitution and laws of the State in which you are located (the "State"). Nothing in this Agreement will constitute a pledge by you of any taxes or other moneys, other than moneys lawfully appropriated from time to time for the payment of the "Payments" (as defined in the last sentence of this Section) owing under this Agreement. **You agree that, except as provided in Section 7, your duties and liabilities under this Agreement and any associated documents are absolute and unconditional. Your payment and performance obligations are not subject to cancelation, reduction, or setoff for any reason. You agree to settle all claims, defenses, setoffs, counterclaims and other disputes you may have with the Supplier, the manufacturer of the Unit, or any other third party directly with the Supplier, the manufacturer or the third party, as the case may be. You will not assert, allege or make**

**any such claim, defense, setoff, counterclaim or other dispute against us or with respect to the payments due us under this Agreement. As used in this Agreement, "Payments" will mean the Lease Payments and any other amounts required to be paid by you.**

The portion of the Lease Payments constituting principal will bear interest (computed on the basis of actual days elapsed in a 360 day year) at the rate of 2.99% per annum.

- 4. Late Charges** If we do not receive a Payment on the date it is due, you will pay to us, on demand, a late payment charge equal to the lesser of five percent (5%) of such Payment or the highest charge allowed by law.
- 5. Security Interest** To secure your obligations under this Agreement, you grant us a continuing first priority security interest in each Unit (including any Additional Collateral), including all attachments, accessories and optional features (whether or not installed on such Units) and all substitutions, replacements, additions, and accessions, and the proceeds of all the foregoing, including, but not limited to, proceeds in the form of chattel paper. You authorize the filing of such financing statements and will, at your expense, do any act and execute, acknowledge, deliver, file, register and record any document, which we deem desirable to protect our security interest in each Unit and our rights and benefits under this Agreement. You, at your expense, will protect and defend our security interest in the Units and will keep the Units free and clear of any and all claims, liens, encumbrances and legal processes however and whenever arising.
- 6. Disclaimer of Warranties** WE HAVE NOT MADE AND DO NOT MAKE ANY WARRANTY, REPRESENTATION OR COVENANT OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE UNITS. AS TO US, YOUR LEASE AND PURCHASE OF THE UNITS WILL BE ON AN "AS IS" AND "WHERE IS" BASIS AND "WITH ALL

**FAULTS". Nothing in this Agreement is intended to limit, waive, abridge or otherwise modify any rights, claims, or causes of action that you may have against any person or entity other than us.**

- 7. Non-Appropriation** You have an immediate need for, and expect to make immediate use of, the Units. This need is not temporary or expected to diminish during the term of this Agreement. To that end, you agree, to the extent permitted by law, to include in your budget for the current and each successive fiscal year during the term of this Agreement, a sufficient amount to permit you to discharge your obligations under this Agreement. Notwithstanding any provision of this Agreement to the contrary, we and you agree that, in the event that prior to the commencement of any of your fiscal years you do not have sufficient funds appropriated to make the Payments due under this Agreement for such fiscal year, you will have the option of terminating this Agreement as of the date of the commencement of such fiscal year by giving us sixty (60) days prior written notice of your intent to terminate. No later than the last day of the last fiscal year for which appropriations were made for the Payments (the "Return Date"), you will return to us all of the Units, at your sole expense, in accordance with Section 14, and this Agreement will terminate on the Return Date without penalty or expense to you and you will not be obligated to pay the Lease Payments beyond such fiscal year; provided, that you will pay all Payments for which moneys have been appropriated or are otherwise available; and provided further, that you will pay month-to-month rent at the rate set by us for each month or part of any month that you fail to return the Units.
- 8. Tax Warranty** You will, at all times, do and perform all acts and things necessary and within your control to ensure that the interest component of the Lease Payments will, for the purposes of Federal income taxation, be excluded from our gross income. You will not permit or cause your obligations under this Agreement to be guaranteed by the Federal Government or any branch or instrumentality of the Federal Government. You will use the Units for the purpose of performing one or more of your governmental functions consistent with the scope of your authority and not in any trade or business carried on by a person other than you. You will report this Agreement to the Internal Revenue Service by filing Form 8038G, 8038GC or 8038, as applicable. Failure to do so will cause this Agreement to lose its tax exempt status. You agree that if the appropriate form is not filed, the interest rate payable under this Agreement will be raised to the equivalent taxable interest rate. If the use, possession or acquisition of the Units is determined to be subject to taxation, you will pay when due all taxes and governmental charges assessed or levied against or with respect to the Units.
- 9. Assignment** You may not, without our prior written consent, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of your right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part. We may not transfer, sell, assign, pledge, hypothecate, or otherwise dispose of our right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part.
- 10. Indemnity** To the extent permitted by law, you assume liability for, agree to and do indemnify, protect and hold harmless us and our employees, officers, directors and agents from and against any and all liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs and expenses (including reasonable attorney's fees), of whatsoever kind and nature, arising out of the use, condition (including, but not limited to, latent and other defects and whether or not discoverable by you or us), operation, ownership, selection, delivery, storage, leasing or return of any item of Units, regardless of where, how and by whom operated, or any failure on your part to accept the Units or otherwise to perform or comply with any conditions of this Agreement.
- 11. Insurance; Loss and Damage** You bear the entire risk of loss, theft, destruction or damage to the Units from any cause whatsoever. No loss, theft, destruction or damage of the Units will relieve you of the obligation to make Lease Payments or to perform any obligation owing under this Agreement. You agree to keep the Units insured to protect all of our interests, at your expense, for such risks, in such amounts, in such forms and with such companies as we may require, including but not limited to fire and extended coverage insurance, explosion and collision coverage, and personal liability and property damage liability insurance. Any insurance policies relating to loss or damage to the Units will name us as loss payee as our interests may appear and the proceeds may be applied toward the replacement or repair of the Units or the satisfaction of the Payments due under this Agreement. You agree to use, operate and maintain the Units in accordance with all laws, regulations and ordinances and in accordance with the provision of any policies of insurance covering the Units, and will not rent the Units or permit the Units to be used by anyone other than you. You agree to keep the Units in good repair, working order and condition and house the Units in suitable shelter, and to permit us or our assigns to inspect the Units at any time and to otherwise protect our interests in the Units. If any Unit is customarily covered by a maintenance agreement, you will furnish us with a maintenance agreement by a party acceptable to us.
- 12. Default; Remedies** An "Event of Default" will occur if (a) you fail to pay any Payment when due and such failure continues for ten (10) days after the due date for such Payment or (b) you fail to perform or observe any other covenant, condition, or agreement to be performed or observed by you under this Agreement and such failure is not cured within twenty (20) days after written notice of such failure from us. Upon an Event of Default, we will have all rights and remedies available under applicable law. In addition, we may declare all Lease Payments due or to become due during the fiscal year in which the Event of Default occurs to be immediately due and payable by you and/or we may repossess the Units by giving you written notice to deliver the Units to us in the manner provided in Section 14, or in the event you fail to do so within ten (10) days after receipt of such notice, and subject to all applicable laws, we may enter upon your premises and take possession of the Units. Further, if we financed your obligations under any extended warranty agreement such as an Equipment Protection Plan, Extended Service Contract, Extended Warranty, Customer Service Agreement, Total Maintenance and Repair Agreement or similar agreement, we may cancel such extended warranty agreement on your behalf and receive the refund of the extended warranty agreement fees that we financed but had not received from you as of the date of the Event of Default.
- 13. Miscellaneous** This Agreement may not be modified, amended, altered or changed except by a written agreement signed by you and us. In the event any provision of this Agreement is found invalid or unenforceable, the remaining provisions will remain in full force and effect. This Agreement, together with exhibits, constitutes the entire agreement between you and us and supersedes all prior and contemporaneous writings, understandings, agreements, solicitations, documents and representations, expressed or implied. Any terms and conditions of any purchase order or other documents submitted by you in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on us and will not apply to this Agreement. You agree that we may correct patent errors in this

Agreement and fill in blanks including, for example, correcting or filling in serial numbers, VIN numbers, and dates. Any notices required to be given under this Agreement will be given to the parties in writing and by certified mail at the address provided in this Agreement, or to such other addresses as each party may substitute by notice to the other, which notice will be effective upon its receipt.

**14. Title; Return of Units** Notwithstanding our designation as "Lessor," we do not own the Units. Legal title to the Units will be in you so long as an Event of Default has not occurred, and you have not exercised your right of non-appropriation. If an Event of Default occurs or if you non-appropriate, full and unencumbered title to the Units will pass to us without the necessity of further action by the parties, and you will have no further interest in the Units. If we are entitled to obtain possession of any Units or if you are obligated at any time to return any Units, then (a) title to the Units will vest in us immediately, and (b) you will, at your expense, promptly deliver the Unit to us properly protected and in the condition required by Section 11. You will deliver the Unit, at our option, (i) to the nearest Caterpillar dealer selling equipment of the same type as the Unit; or (ii) on board a carrier named by us and shipping the Unit, freight collect, to a destination designated by us. If the Unit is not in the

condition required by Section 11, you must pay us, on demand, all costs and expenses incurred by us to bring the Unit into the required condition. Until the Units are returned as required above, all terms of this Agreement will remain in full force and effect including, without limitation, your obligation to pay Lease Payments and to insure the Units.

**15. Other Documents** In connection with the execution of this Agreement, you will cause to be delivered to us (i) either (A) a certified copy of your authorizing resolution substantially in the form attached as Attachment B and a copy of the minutes of the relevant meeting or (B) an opinion of your counsel substantially in the form attached as Attachment C; (ii) a copy of the signed Form filed with the Internal Revenue Service required in Section 8 above as Attachment D; and (iii) any other documents or items required by us.

**16. Applicable Law** This Agreement will be governed by the laws, excluding the laws relating to the choice of law, of the State in which you are located.

**SIGNATURES**

**LESSOR**                      **CATERPILLAR FINANCIAL SERVICES CORPORATION**

**LESSEE**                      **CITY OF LAMPASAS**

Signature \_\_\_\_\_  
 Name (Print) \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_

Signature \_\_\_\_\_  
 Name (Print) \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_



**GOVERNMENTAL ENTITY RESOLUTION TO LEASE, PURCHASE AND/OR FINANCE**

**WHEREAS**, the laws of the State of Texas (the "State") authorize CITY OF LAMPASAS (the "Governmental Entity"), a duly organized political subdivision, municipal corporation or similar public entity of the State, to purchase, acquire and lease personal property for the benefit of the Governmental Entity and its inhabitants and to enter into any necessary contracts; and

the Governmental Entity wants to lease, purchase and/or finance equipment ("Equipment") from Caterpillar Financial Services Corporation and/or an authorized Caterpillar dealer ("Caterpillar") by entering into that certain Governmental Equipment Lease-Purchase Agreement (the "Agreement") with Caterpillar; and

the form of the Agreement has been presented to the governing body of the Governmental Entity at this meeting.



**RESOLVED**, that: (i) the Agreement, including all schedules and exhibits attached to the Agreement, is approved in substantially the form presented at the meeting, with any Approved Changes (as defined below), (ii) the Governmental Entity enter into the Agreement with Caterpillar and (iii) the Agreement is adopted as a binding obligation of the Governmental Entity; and

that changes may later be made to the Agreement if the changes are approved by the Governmental Entity's counsel or members of the governing body of the Governmental Entity signing the Agreement (the "Approved Changes") and that the signing of the Agreement and any related documents is conclusive evidence of the approval of the changes; and

that the persons listed below, who are the incumbent officers of the Governmental Entity (the "Authorized Persons");

**[PLEASE INSERT NAME AND TITLE OF EACH AUTHORIZED PERSON BELOW]**

Name (Print or Type)	Title (Print or Type)
_____	_____
_____	_____
_____	_____

be, and each is, authorized, directed and empowered, on behalf of the Governmental Entity, to (i) sign and deliver to Caterpillar, and its successors and assigns, the Agreement and any related documents, and (ii) take or cause to be taken all actions he/she deems necessary or advisable to acquire the Equipment, including the signing and delivery of the Agreement and related documents; and

that the signatory below is authorized to attest to these resolutions and affix the seal of the Governmental Entity to the Agreement, these resolutions, and any related documents; and

that nothing in these resolutions, the Agreement or any other document imposes a pecuniary liability or charge upon the general credit of the Governmental Entity or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

that a breach of these resolutions, the Agreement or any related document will not impose any pecuniary liability upon the Governmental Entity or any charge upon its general credit or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

that the authority granted by these resolutions will apply equally and with the same effect to the successors in office of the Authorized Persons.

I, \_\_\_\_\_, \_\_\_\_\_ of CITY OF LAMPASAS, certify that the resolutions above are a full, true and correct copy of resolutions of the governing body of the Governmental Entity. I also certify that the resolutions were duly and regularly passed and adopted at a meeting of the governing body of the Governmental Entity. I also certify that such meeting was duly and regularly called and held in all respects as required by law, at the Governmental Entity's office. I also certify that at such meeting, a majority of the governing body of the Governmental Entity was present and voted in favor of these resolutions.

I also certify that these resolutions are still in full force and effect and have not been amended or revoked.

IN WITNESS of these resolutions, the signatory named below executes this document on behalf of the Governmental Entity.

**SIGNATURE [To be signed by authorized individual.]**

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_



This Amendment (the "Amendment"), dated \_\_\_\_\_ (the "Effective Date"), to the Governmental Lease-Purchase Agreement (the "Agreement") for the Transaction Number set out above is by and between the parties identified below.

**1. PARTIES**

LESSOR:

LESSEE:

CATERPILLAR FINANCIAL SERVICES CORPORATION  
2120 West End Avenue  
Nashville, TN 37203

CITY OF LAMPASAS  
312 E. 3RD STREET  
LAMPASAS, TX 76550-2820

**2. TERMS AND CONDITIONS**

- a) Capitalized terms used but not defined herein will have the meaning given them in the Agreement.
- b) Except as provided herein, the Agreement will remain unchanged and in full force and effect in accordance with its terms. Any additional modifications are null and void unless approved in writing by you and us. Nothing herein will be deemed to be a waiver or amendment of any other provision contained in the Agreement or any of our rights or remedies under the Agreement.
- c) As of the Effective Date, the Agreement is amended as set forth below.

**3. AMENDMENT**

Section 7 of the Agreement is amended and restated in its entirety as follows:

"7. **Annual Right of Termination.** You may terminate this Agreement as of the last day of any fiscal year during the term hereof by giving us sixty (60) days prior written notice (although the failure to give such notice will not affect your right to terminate this Agreement as provided herein). In the event you terminate this Agreement during the term hereof pursuant to this Section, you will, no later than the last day of such fiscal year, return to us all, but not less than all, of the Units, at your sole expense and in accordance with the terms of this Agreement. Upon such return, this Agreement will terminate as of the last day of such fiscal year (the "Termination Date"). Thereafter, you will not incur any additional obligations under this Agreement, provided, however, that you must pay all Lease Payments and other Payments due prior to the Termination Date or attributable to such period, and provided, further, that you must pay month-to-month lease payments at the rate set forth in this Agreement for each month or part thereof that you fail to return the Units.

**SIGNATURES**

CATERPILLAR FINANCIAL SERVICES CORPORATION

CITY OF LAMPASAS

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name (Print) \_\_\_\_\_

Name (Print) \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**Purchase Agreement  
Contract Number 001-70025476**



This Purchase Agreement is between **HOLT TEXAS, LTD.** ("Vendor") and **Caterpillar Financial Services Corporation** ("Cat Financial"). Vendor agrees to sell to Cat Financial and Cat Financial agrees to buy from Vendor the equipment described below (the "Unit(s)"), subject to the terms and conditions set forth below and on the reverse side hereof.

<u>Description of Unit(s)</u>	<u>Serial#</u>	<u>VIN #</u>	<u>Freight</u>	<u>Total Price</u>
(1) 420-07XE CATERPILLAR Backhoe Loader	H9X00605		\$0.00	\$138,204.00
(1) 308-07CR CATERPILLAR Hydraulic Excavator	GG803385		\$0.00	\$126,173.00

**Lessee:**  
**CITY OF LAMPASAS**  
312 E. 3RD STREET  
LAMPASAS, TX 76550-2820

<b>Subtotal</b>	<b>\$264,377.00</b>
<b>Federal Excise Tax</b>	<b>\$0.00</b>
<b>Other Tax</b>	<b>\$0.00</b>
<b>Total Purchase Price</b>	<b>\$264,377.00</b>
<b>Unit(s) Delivery Point:</b>	
312 E. 3RD STREET	
LAMPASAS, TX 76550-2820	

See next page for additional terms and conditions.

**SIGNATURES**

CATERPILLAR FINANCIAL SERVICES CORPORATION

HOLT TEXAS, LTD.

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name (Print) \_\_\_\_\_

Name (Print) \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

1. The lessee named on the front hereof (the "Lessee") has selected the Unit(s), instructed Cat Financial to purchase the Unit(s) from Vendor, and agreed to lease the Unit(s) from Cat Financial.
2. Cat Financial (or its assignee) will have no obligation hereunder (and any sums previously paid by Cat Financial to Vendor with respect to the Unit(s) shall be promptly refunded to Cat Financial) unless (a) all of the conditions set forth in Section 1.3 (if a master lease agreement) or Section 1 (if a non-master lease agreement) of the lease with the Lessee covering the Unit(s) have been timely fulfilled and (b) the Lessee has not communicated to Cat Financial (or its assignee), prior to "Delivery" (as hereinafter defined) of the Unit(s), an intent not to lease the Unit(s) from Cat Financial. All conditions specified in this paragraph shall be deemed timely fulfilled unless prior to Delivery of the Unit(s), Cat Financial (or its assignee) shall notify Vendor to the contrary in writing, which shall include fax or email. "Delivery" shall mean the later of the time (a) Cat Financial executes this Purchase Agreement or (b) the Lessee or its agent takes control and/or physical possession of the Unit(s).
3. Upon timely satisfaction of the conditions specified in Paragraph 2 above, ownership, title and risk of loss to the Unit(s) shall transfer to Cat Financial (or its assignee) upon Delivery of the Unit(s).
4. Vendor warrants that (a) upon Delivery of the Unit(s), Cat Financial (or its assignee) will be the owner of and have absolute title to the Unit(s) free and clear of all claims, liens, security interests and encumbrances and the description of the Unit(s) set forth herein is correct and (b) the Unit Transaction Price set forth on the front hereof for each unit of Unit(s) leased under a lease is equal to such Unit(s)'s fair market value.
5. Vendor shall forever warrant and defend the sale of the Unit(s) to Cat Financial (or its assignee), its successors and assigns, against any person claiming an interest in the Unit(s).
6. Provided that no event of default exists under any agreement between Lessee and Cat Financial and upon timely satisfaction of the conditions specified in Paragraph 2 above, and unless otherwise agreed to in this Purchase Agreement, Cat Financial (or its assignee) shall pay Vendor the total Purchase Price set forth on the front hereof for the Unit(s) within three business days following (a) the receipt and approval by Cat Financial of all documentation deemed necessary by Cat Financial in connection with the lease transaction and (b) all credit conditions have been satisfied.
7. Vendor shall deliver the Unit(s) to the Lessee at the delivery point set forth on the front hereof.
8. This Purchase Agreement may be assigned by Cat Financial to a third party. Vendor hereby consents to any such assignment.
9. This Purchase Agreement shall become effective only upon execution by Cat Financial.

# Opinion of Counsel

## Re: Governmental Equipment Lease-Purchase Agreement (Contract Number 001-70025476) (the "Lease") Between CITY OF LAMPASAS ("Lessee") and Caterpillar Financial Services Corporation ("Lessor")

Sir/Madam:

I am an attorney for Lessee, and in that capacity, I am familiar with the above-referenced transaction, the Lease, and all other documents pertaining to the Lease (the Lease and such other documents pertaining to the Lease being referred to as the "Lease Agreements").

Based on my examination of these and such other documents, records and papers and matters of fact and laws as I deemed to be relevant and necessary as the basis for my opinion set forth below, upon which opinion Lessor and any subsequent assignee of Lessor's interest may rely, it is my opinion that:

1. Lessee is a fully constituted political subdivision or agency duly organized and existing under the Constitution and laws of the State of Texas (the "State"), and is authorized by such Constitution and laws (i) to enter into the transaction contemplated by the Lease Agreements and (ii) to carry out its obligations thereunder.
2. The Lease Agreements (i) have been duly authorized, executed and delivered by Lessee and (ii) constitute valid, legal and binding obligations and agreements of Lessee, enforceable against Lessee in accordance with their terms, assuming due authorization and execution thereof by Lessor.
3. No further approval, license, consent, authorization or withholding of objections is required from any federal, state or local governmental authority with respect to the entering into or performance by Lessee of the Lease Agreements and the transactions contemplated by the Lease Agreements.
4. Lessee has sufficient appropriations or other funds available to pay all amounts due under the Lease Agreements for the current fiscal year.
5. The interest payable to Lessor by Lessee under the Lease Agreements is exempt from federal income taxation pursuant to Section 103 of the Internal Revenue Code of 1986, as amended.
6. The entering into and performance of the Lease Agreements will not (i) conflict with, or constitute a breach or violation of, any judgment, consent decree, order, law, regulation, bond, indenture or lease applicable to Lessee, or (ii) result in any breach of, or constitute a default under, or result in the creation of, any lien, charge, security interest or other encumbrance upon any assets of Lessee or the Units (as defined in the Lease) pursuant to any indenture, mortgage, deed of trust, bank loan, credit agreement or other instrument to which Lessee is a party, or by which it or its assets may be bound.
7. No litigation or proceeding is pending or, to the best of my knowledge, threatened to, or which may, (a) restrain or enjoin the execution, delivery or performance by Lessee of the Lease Agreements, (b) in any way contest the validity of the Lease Agreements, (c) contest or question (i) the creation or existence of Lessee or its governing body or (ii) the authority or ability of Lessee to execute or deliver the Lease Agreements or to comply with or perform its obligations under the Lease Agreements. There is no litigation or proceeding pending or, to the best of my knowledge, threatened that seeks to or could restrain or enjoin Lessee from annually appropriating sufficient funds to pay the Lease Payments (as defined in the Lease) or other amounts contemplated by the Lease Agreements. In addition, I am not aware of any facts or circumstances which would give rise to any litigation or proceeding described in this paragraph.
8. The Units are personal property and, when subjected to use by Lessee, will not be or become fixtures under the laws of the State.
9. The authorization, approval and execution of the Lease Agreements, and all other proceedings related to the transactions contemplated by the Lease Agreements, have been performed in accordance with all applicable open meeting, public records, public bidding and all other applicable laws, rules and regulations of the State.
10. The appropriation of moneys to pay the Lease Payments coming due under the Lease and any other amounts contemplated by the Lease Agreements does not and will not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.
11. The Lessor will have a perfected security interest in the Units upon the filing of an executed UCC-1 or other financing statement at the time of acceptance of the Units with the Secretary of State for the State.

**SIGNATURE**

**CITY OF LAMPASAS**

Name(Print): \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Address: \_\_\_\_\_

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



## CATERPILLAR INSURANCE COMPANY (CIC) SELECTION FORM

Before financing your equipment, you must arrange physical damage insurance on the equipment identified below. The insurance may be provided through an insurance agent or insurance company of your choice, provided the insurance company satisfies minimum financial requirements.

As an alternative to obtaining your own insurance, you may elect to have your equipment insured under coverage arranged by Caterpillar Insurance Services Corporation, that has been designed specifically for the purchasers of Cat® equipment.

**Please complete this form if you elect to insure your equipment with Caterpillar Insurance Company (CIC).**

### CIC Physical Damage Insurance Policy Summary

Please note: This is only a brief description of the CIC Physical Damage Insurance Program. Contractual provisions contained in the policy will govern.

#### Coverage

CIC Physical Damage Insurance protects your equipment against physical damage losses, including collision, fire, theft, vandalism, upset or overturn, floods, sinking, earthquakes and other unfortunate acts of nature. The protection has been designed for owners of heavy equipment and provides superior benefits you most likely would not find in other plans.

The CIC Physical Damage Insurance does include normal exclusions. Some important exclusions are wear and tear, rust, loss of income, war, nuclear damage, and mechanical breakdown, automobiles, watercraft, waterborne shipments, tires or tubes or mobile track belts damaged by blow-out, puncture, and road damage.

#### Repairs

When a covered loss occurs, this plan will pay for Cat® replacement parts on all your new or used Caterpillar equipment. On all equipment from other manufacturers, the plan will pay for comparable replacement parts.

#### Transportation

Your CIC plan will pay for round-trip transportation of covered damaged equipment to and from your Cat dealer's repair facility, up to \$2,500 limit.

#### Rental Reimbursement

The plan allows for rental costs up to \$2,500 that you incur to rent similar equipment following a covered loss. You are automatically protected with up to \$100,000 of coverage for damage to the similar equipment you rent.

#### Claims

In the event of a total loss, the policy will pay the greatest of the following:

- The payoff value of the loan on the damaged parts or equipment as of the date of loss or
- The actual cash value of that covered property; or
- The cost of replacing that property with property of like kind and quality

The policy will pay 10% of scheduled loss, up to a \$10,000 maximum for debris removal.

The policy will pay fire department service fees up to \$5,000.

#### Deductible

\$1,000 Construction and Agricultural Equipment Deductibles:

\$5,000 deductible all logging Equipment

#### Customer Service

If you have any questions or need additional details, see your Authorized Cat Dealer or call CIC toll free at **1-800-248-4228**.

You may also e-mail CIC at [physicaldamage@cat.com](mailto:physicaldamage@cat.com)

### POLICYHOLDER DISCLOSURE

#### NOTICE OF TERRORISM RISK INSURANCE ACT OF 2002

(as extended by the Terrorism Risk Insurance Extension Act of 2005, and as amended in 2007)

You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2007, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury - in concurrence with the Secretary of State, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended in 2007. However, your policy may contain other exclusions, which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced. The portion of your premium that is attributable to coverage for terrorist acts certified under the Act is: \$ 0.00

**APPLICATION FOR CIC PHYSICAL DAMAGE INSURANCE**

Model #	Equipment Description	Serial #	VIN	Value Including Total Tax	Pymt Method-3 Total Premium	Pymt Method-1 Finance Pymt
1. 420-07XE	Backhoe Loader	H9X00605		\$138,204.00	\$6,965.00	\$125.12
1. 308-07CR	Hydraulic Excavator	GG803385		\$126,173.00	\$10,370.00	\$186.29

*Marsha Blaisdell*

Marsha Blaisdell, Authorized Insurance Producer

**Arranged by Caterpillar Insurance Services Corporation**

I understand that the total insurance premium for 60 months will be \$17,335.00, which is \$3467.00 per year based upon the total equipment value of \$264,377.00.

- Method 1  I will finance the insurance premium, including finance charges, of \$311.41 per scheduled equipment payment. The finance charge is calculated at 2.99% per annum on the total insurance premium covering the full term of the finance agreement. By choosing Method 1 and signing this document you are agreeing to finance the insurance along with the equipment payments with Caterpillar Financial Services Corporation.
- Method 2  I desire coverage for an initial 12 month term. I will pay the \$3467.00 premium and return the payment with the signed equipment documents. Please make check payable to CIC.
- Method 3  I will pay the total premium and return the payment with the signed equipment documents. Please make check payable to CIC.
- Method 4  I decline Caterpillar Insurance. I elect to obtain my own commercial insurance on the equipment shown from an agent or insurance company of my choice.

I understand that the quote I receive is not a binder of insurance. If I elect to obtain coverage from CIC, coverage will be effective in accordance with the terms and conditions of the issued Policy and that I may terminate the coverage at any time with advance written notice.

I acknowledge that I have been notified that, under the TERRORISM RISK INSURANCE ACT of 2002 (as extended by the Terrorism Risk Insurance Extension Act of 2005), any losses caused by certified acts of terrorism under my policy will result in coverage under my policy that will be partially reimbursed by the United States as outlined in the attached policyholder disclosure notification.

I also acknowledge I have been advised that, if I accept this insurance, an appointed licensed insurance producer will receive commission compensation.

Customer Name: CITY OF LAMPASAS  
 Dealer Name: HOLT TEXAS, LTD.

Please note: If you would like a no obligation quote on your additional equipment, call 1-800-248-4228 extension 5754.

Accepted By: \_\_\_\_\_ Name (PRINT): \_\_\_\_\_  
 Title: \_\_\_\_\_ Date: \_\_\_\_\_

## Fraud Warning:

**Applicable in AL, AR, DC, LA, MD, NM, RI and WV:** Any person who knowingly (or willfully)\* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)\* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. \*Applies in MD Only.

**Applicable in CO:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**Applicable in FL and OK:** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)\*. \*Applies in FL Only.

**Applicable in KS:** Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

**Applicable in KY, NY, OH and PA:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)\*. \*Applies in NY Only.

**Applicable in ME, TN, VA and WA:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)\* include imprisonment, fines and denial of insurance benefits. \*Applies in ME Only.

**Applicable in NJ:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**Applicable in OR:** Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

**Applicable in PR:** Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

**INSURANCE SELECTION FORM-OUTSIDE INSURANCE CARRIER**



Before funding your equipment, you must arrange physical damage insurance on the equipment identified below. The insurance may be provided through an insurance agent or insurance company of your choice, provided the insurance company satisfies minimum financial requirements.

Physical Damage coverage must show that Caterpillar Financial Services Corporation has been named as loss payee for the equipment's replacement value. The deductible must be shown. Liability Coverage must be a minimum of \$1,000,000 or combined coverage for bodily injury and property damage per occurrence. Caterpillar Financial Services Corporation must be named as additional insured.

As an alternative to obtaining your own Physical Damage coverage, you may elect to have your equipment insured under coverage arranged by Caterpillar Financial Services Corporation designed specifically for the purchasers of Caterpillar equipment. If a quote is not included in your document package, please contact your Caterpillar Dealer, call **1-800-248-4228**, or e-mail [PhysicalDamage@cat.com](mailto:PhysicalDamage@cat.com).

**Please complete this form to provide contact information for your liability coverage, as well as your physical damage coverage if you did not elect Caterpillar Insurance for physical damage.**

**Transaction Number:** 001-70025476    **Dealer Name:** HOLT TEXAS, LTD.  
**Customer's Name:** CITY OF LAMPASAS  
**Address:** 312 E. 3RD STREET  
 LAMPASAS, TX 76550-2820

I have entered into the above agreement under which I am responsible for providing insurance against **ALL RISKS** of direct physical loss or damage for the actual cash value of the following equipment, subject to common exclusions such as damage caused by corrosion, rust, mechanical or electrical breakdown, etc.

<u>MAKE/MODEL</u>	<u>DESCRIPTION OF UNITS</u>	<u>SERIAL/VIN</u>	<u>Value Including Tax</u>
1 New Caterpillar 420-07XE	2021 Backhoe Loader	H9X00605	\$138,204.00
1 New Caterpillar 308-07CR	2021 Hydraulic Excavator	GG803385	\$126,173.00

Insurance Agency	Insurance Agent's Name	
Street Address		
City	State	Zip
Agent's Phone Number	Fax Number	E-mail Address

**TO CUSTOMER'S INSURANCE AGENT**

I hereby instruct you to add Caterpillar Financial Services Corporation as a Loss Payee for physical damage and as an Additional Insured for general liability:

- To my existing policy number(s) \_\_\_\_\_, which now provide the coverage required, or
- To a policy or policies which you are authorized to issue in the name listed above which will provide the coverage required.

Signature \_\_\_\_\_

Name(Print) \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**PROCESSING OF THIS TRANSACTION MAY BE HELD PENDING RECEIPT OF THIS INFORMATION**

**PLEASE FORWARD A COPY OF THE CERTIFICATE OR BINDER EVIDENCING COVERAGE TO:  
 CATERPILLAR FINANCIAL SERVICES CORPORATION  
 2120 West End Avenue  
 Nashville, TN 37203**

**PLEASE ATTACH A COPY OF THIS NOTICE TO PROOF OF INSURANCE**

**CUSTOMER INFORMATION VERIFICATION**  
**Contract Number 001-70025476**



**CUSTOMER INFORMATION** **CHANGES TO CUSTOMER INFORMATION**

Customer Name: CITY OF LAMPASAS

Physical Address: 312 E. 3RD STREET  
LAMPASAS, TX, 76550-2820

Mailing Address: 312 E. 3RD STREET  
LAMPASAS, TX, 76550-2820

Equipment Location: 312 E. 3RD STREET  
LAMPASAS, TX, 76550-2820

Business Phone: \_\_\_\_\_

E-mail Address: shirley@cityoflampasas.com

The changes above apply to:  Current Request for financing  All active contracts

**TAX INFORMATION**

Tax Exempt\*\*                      Non-Exempt

Asset outside the City limits Yes \_\_\_\_\_ No \_\_\_\_\_

**\*\*A Tax Exemption Certificate is required for all tax exempt customer. If you are tax exempt – please enclose a current tax exemption certificate to be returned with your documents.**

**DIRECT PAY INFORMATION (Checking Account Information)**

- I am currently on Direct Pay and authorize Direct Pay for this transaction. Please use my ACH information on file.
- I decline Direct Pay authorization at this time
- I request and authorize Caterpillar Financial Services Corporation ("Cat Financial") to begin debiting my account for the amounts due under the contract(s) indicated below, with debits made to my account and withdrawn by Cat Financial, provided my account has sufficient collected funds to pay the debit when presented. If my financial institution dishonors any debit for any reason, Cat Financial may issue another debit in substitution for the dishonored debit and will have no liability on account of a dishonored debit. I agree that Cat Financial's rights relating to each debit will be the same as if I had personally signed a check. I agree that I will be liable to make payment promptly, including any applicable late fees, if any debit is not paid, unless Cat Financial or its agents or affiliates are directly responsible for the nonpayment. I acknowledge that I may cancel this authorization at any time by written notice to Cat Financial, which notice will be effective 10 days after receipt; however, my cancellation of this authorization does not terminate, cancel or reduce my obligations under the contract(s). I understand that Cat Financial will not notify me in advance of any withdrawal and I agree to waive all pre-notification requirements in respect of all debits drawn under this authorization. Please use the information below to set up Direct Pay on:

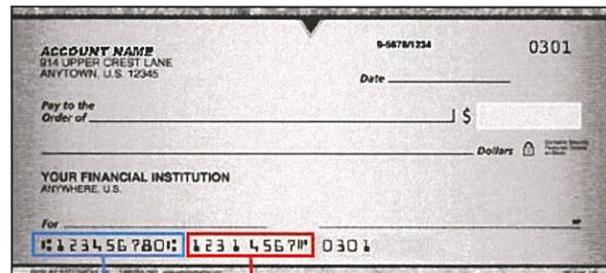
Bank Name

Routing Number  
 9 digits

Account Number  
 3-17 digits

Re-Enter Account Number  
 3-17 digits

Account Name (exactly as it appears on Check)



Routing Number    Account Number

Current Request for financing  All active contracts (Does not apply to future transactions)

**CUSTOMER SIGNATURE**

The information above has been reviewed and is accurate to the best of my knowledge. For a joint account, all account holders must sign if more than one signature is required on checks issued against the account.

\_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

For questions or assistance with Direct Pay, or for information about your account, please contact Customer Service, 1-800-651-0567.

Thank you for selecting Caterpillar products and for allowing Caterpillar Financial Services Corporation to serve your financing needs. Included in this document package are all of the forms that will be needed for standard tax exempt lease purchase transactions. The forms have been designed to be clear, concise and user friendly. We have also provided a brief explanation of the purpose of each form. If you wish to discuss any of the forms or have any questions about any aspect of this transaction, we encourage you to contact your Caterpillar Dealer or Caterpillar Financial Services Corporation at 1-866-263-3791 Option # 5.

**A. Governmental Equipment Lease-Purchase Agreement.** The Governmental Lease-Purchase Agreement contains the terms that govern each transaction between us. It is the standard Caterpillar Financial Services Corporation tax exempt lease-purchase agreement, and provides that we will lease to you the equipment described therein pursuant to a full payout amortization schedule. A new Governmental Equipment Lease-Purchase Agreement will have to be signed in connection with each transaction.

**B. Lessee's Authorizing Resolution.** The Authorizing Resolution is evidence you have taken the necessary governing body actions to approve the Governmental Equipment Lease-Purchase Agreement. Although the authorizing instrument is often a resolution, it may also take other forms such as an ordinance. We are agreeable to using your customary or standard form provided it contains specific approval for the lease-purchase agreement, designates persons who are authorized to sign on your behalf and either approves the document forms or delegates this authority to a named official **C.**

**Verification of Insurance.** The Certificate of Insurance is intended to supply information regarding the insurance coverage for the equipment being lease-purchased. You will need to supply the requested information to us so we can verify coverage.

**D. Opinion of Counsel.** An opinion of counsel is required in connection with each Governmental Equipment Lease-Purchase Agreement. The opinion is intended to confirm that you have complied with all open meeting laws, publication and notice requirements, procedural rules for governing body meetings, and any other relevant state or local government statutes, ordinances, rules or regulations. We would be unable to confirm compliance with these laws and regulations ourselves absent long delays and higher costs so we rely upon the opinion of your attorney since he/she may have been involved in the process to approve our transaction and is an expert in the laws and regulations to which you are subject. The opinion also confirms that you are an entity eligible to issue tax-exempt obligations and that the Governmental Equipment Lease-Purchase Agreement will be treated as tax-exempt as it is your obligation to ensure that you have complied with relevant tax law.

**E. Form of 8038G or GC.** Form 8038 is required by the Internal Revenue Service in order to monitor the amount of tax-exempt obligations issued. You have to execute a Form 8038 for each Governmental Equipment Lease-Purchase Agreement. Whether a Form 8038 G or GC is required depends on the original principal amount of the Governmental Equipment Lease-Purchase Agreement. If the original principal amount is less than \$100,000 Form 8038GC is filed with the IRS. If the original principal amount is \$100,000 or more Form 8038G is filed with the IRS. Choose the appropriate 8038 form and complete according to IRS guidelines. Contact your TM or Sales Support Representative for assistance. IRS Form 8038G

<http://www.irs.gov/pub/irs-pdf/f8038g.pdf>

IRS Form 8038GC <http://www.irs.gov/pub/irs-pdf/f8038gc.pdf>

This Explanation of Contents is prepared as an accommodation to the parties named herein. It is intended as an example of some of the documents that Caterpillar Financial Services Corporation, in its reasonable judgment, may require and is not intended to constitute legal advice. Please engage and use your own legal counsel. We understand that the laws of the various states are different so nothing herein shall be construed as a warranty or representation that the documents listed herein are the only documents that may be required in any particular transaction or that any particular transaction, if documented in accordance with this Explanation of Contents, will be a valid, binding and enforceable obligation enforceable against the parties named herein in accordance with the terms of the documents named herein.

HOLT TEXAS, LTD.  
5665 SE LOOP 410  
San Antonio, TX 78222-3903

**Reference:**

CITY OF LAMPASAS

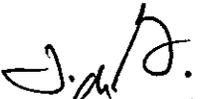
We are requesting a copy of the minutes of the appropriation meeting during which the funds for this deal were allocated.

A copy of this information is necessary to complete the documentation package and to fund the deal. Your ability to return a complete package will ensure timely payment to you.

Thank you for your assistance.

CATERPILLAR FINANCIAL SERVICES CORPORATION  
DOCUMENTATION DEPARTMENT

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City Manager

ITEM NO. 7.2

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

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**Subject:**

Discuss and consider Interceptor Capacity Study proposal from Eckermann Engineering in the amount of \$35,250.00.

Requested By: Finley deGraffenried, City Manager

Submitted By: Finley deGraffenried, City Manager

Date Submitted: March 2, 2021

For the Agenda of: March 22, 2021

**Procurement and Funding Statement:**

This study is currently not funded in FY2021, however; Staff will review and adjust expenditures in Fund 82; and in the alternative utilize transfers as needed, from fund balance through amendment.

Attachments:

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**Summary Statement:**

The wastewater interceptor capacity study has been an identified planning project in the 2021-2026 Capital Improvement Program (CIP) Report. Although the project was not funded in the FY 2021 Budget, Staff understands members of Council may wish to consider funding within potential year-end projections. Although the City has performed well financially through the first 5 months, unbudgeted, and in some cases undetermined expenses may be incurred in the coming months due to West Third Street Repairs, and expenses related to the recent winter storm event. Staff will be prepared to further discuss on Monday, and looks forward to direction and input.

**Recommendation:**

To consider a motion to approve the Interceptor Capacity Study proposal from Eckermann Engineering in the amount of \$35,250.00.



September 9, 2020

Mr. Finley deGraffenried  
City Manager  
City of Lampasas  
312 E. 3<sup>rd</sup> Street  
Lampasas, Texas 76550

RE: **Professional Services Proposal  
2018 General Engineering Services Contract, Task Order 31  
Wastewater Interceptor Capacity Analysis  
City of Lampasas**

Dear Mr. deGraffenried:

Eckermann Engineering, Inc. is pleased to submit the following proposal for professional civil engineering services associated with the capacity analysis of the City's wastewater interceptors. In preparation of this proposal, EEI has reviewed the City's overall wastewater system and has assumed that all wastewater lines 10 inches in diameter and greater are considered interceptors. It is understood that a condition assessment of the existing manholes or interceptor lines is not included in this proposal.

The following is a general description of each of the wastewater lines that will be included in this analysis:

1. Main wastewater interceptor from the plant to near intersection of Mill Street and Creek Street. This section of interceptor carries flow from Sections 2 and 3 below. The size is unknown.
2. 10, 12, and 15-inch wastewater interceptor from near intersection of Mill Street and Creek Street that runs along the South side of Sulphur Creek to near the intersection of US Hwy 281 and Naruna Road. This interceptor includes sewer flows from the Sue Ann Subdivision, the County Jail, the future Business Park, Lampasas High School, the Diamond Ridge Subdivision, and the Hoffpauir Subdivision.
3. 15-inch wastewater interceptor from near the intersection of Mill Street and Creek Street that crosses Sulphur Creek and runs along 3<sup>rd</sup> Street to the intersection of 3<sup>rd</sup> Street and Hackberry. This section of the interceptor includes sewer flows from the majority of the area north west of Hackberry and north of Sulfur Creek.
4. 12-inch wastewater interceptor from the intersection of 3<sup>rd</sup> Street and Hackberry to the start of the North Interceptor at the intersection of North and Western. This section of interceptor includes sewer flows from the majority of the area west of Hackberry, north of 4<sup>th</sup> Street, and east of Porter Street.

5. 10 and 12-inch wastewater interceptor from the intersection of 3<sup>rd</sup> Street and Hackberry that runs south along Pecan Street and west along 7<sup>th</sup> Street to the Lampasas Middle School. This section of interceptor includes sewer flows from the majority of the area between 4<sup>th</sup> Street and Sulphur Creek to Porter Street and the area west of Porter.
6. 10-inch wastewater interceptor running along East 3<sup>rd</sup> Street from near the Sulphur Creek Crossing to north of Millican Street. This interceptor includes sewer flows from the area east of Campbell Road and north of Sulphur Creek, which includes Hanna Springs Elementary.

The following interceptors are not included in the analysis:

1. 12-inch North Interceptor from the intersection of North and Western to FM 580 and Key Avenue that was installed in 2013.
2. 12-inch wastewater line from the east end of Riverview Drive to Crider Lane that was installed in 2009.
3. 12-inch wastewater line serving the area east of Old Georgetown Road that includes Walmart and Oil States.
4. 10-inch wastewater line from the north side of Putter and Gutters at US Hwy 281 to the Business Park that was installed in 2016.
5. 10-inch wastewater line from near the intersection of US Hwy 281 and Naruna Road to the high school that was installed in approximately 2008.

In accordance with your request, we have included the following Scope of Services in order to meet the requirements of this project.

A. Limited Survey

E EI will have limited survey performed to gather existing manhole data along the interceptors including depth, pipe sizes, and top elevations, etc.

The vertical datum will be based upon immediately adjacent City, FEMA, or USGS monuments. If a datum cannot be established, then the datum will be assumed and the Client will be notified that additional services may be required to complete this task.

E EI assumes that the City of Lampasas will obtain any and all rights of entry required to perform the subject survey and will provide title information for the properties to be surveyed. Additionally, the City of Lampasas will verify all manholes to be surveyed can be easily opened prior to or at the time of the survey field effort.

For the purposes of this proposal, collection of data for up to 50 manholes has been included. If additional manholes are required to be surveyed, the client pre-authorizes E EI to have the survey data provided at a rate of \$125 each.

#### B. Project Coordination/Data Collection

EEI will coordinate with City staff to collect available existing wastewater interceptor information including existing maps, drawings, as-builts, flow information, problem areas, etc.

It is understood that City staff will assist EEI in identifying and marking manholes along the interceptor routes that are to be surveyed.

#### C. Interceptor Analysis/Report

1. EEI will determine sewer shed areas that contribute wastewater flows to various points along each of the wastewater interceptors. EEI will prepare a map of each interceptor that identifies the sewer sheds and indicates the point of connection of each sewer shed to the interceptor. The sewer sheds will be based upon the extents of the existing wastewater system only and will not extend into undeveloped or unsewered areas.
2. Utilizing the sewer sheds developed in the previous task, EEI will provide calculations to determine the existing wastewater flows of each area, including I&I (inflow and infiltration).
3. Utilizing the collected survey data, EEI will perform calculations to determine the capacity of each segment of the interceptors. The flows from the previous task above will be input into a model/spreadsheets and utilized in determining the depth of flow in each segment of the interceptors.
4. EEI will review the collected data and calculations to determine area of each interceptor that may be nearing or are over capacity.
5. EEI will provide a report that compiles the results of the above items, including calculations, maps, data collected, etc.
6. EEI will also perform the above analysis on up to two (2) other small diameter "collector" sewer lines in locations identified by City staff and EEI. In review of the City's overall wastewater system, EEI has identified two locations that we believe should be evaluated further as part of this analysis. These locations include 6 and 8-inch collector lines in the general area west of Howe Street and between 3<sup>rd</sup> Street and 6<sup>th</sup> Street that collect the majority of the flow west of Porter Street.

#### D. General On-Call Civil Engineering Consulting

EEI has prepared this general "on-call" task to address the Client's periodic requests that are not specifically included in another task or letter agreement regarding this Project. This task shall include items such as preparation of applications, opinions of probable construction cost, preparation of exhibits, meetings, or any other general "on-call" services not previously authorized. All services provided under this task shall be provided on an hourly basis per the attached rate schedule.

***INFORMATION PROVIDED BY THE OWNER***

The Owner will provide the following information, upon which EEI will rely:

1. Rights of Entry to all properties prior to performing any survey field work or site visits, if required.
2. Previously prepared maps and reports concerning the subject area.
3. Executed copy of this agreement.

***ADDITIONAL SERVICES***

The following services are not included in the Scope of Services, but can be provided as Additional Services if authorized by the Owner.

1. Surveying services not specifically outlined in the above Scope of Services.
2. Civil Engineering design services not specifically outlined in the above Scope of Services.
3. Assistance to the Owner or Owner as an expert witness in any litigation with third parties arising from the development or construction of the project.
4. Soil, foundation, and paving investigation, including field and laboratory tests, borings, related engineering analyses and recommendations.
5. Easement and/or deed research
6. Subsurface Utility Engineering Services
7. Endangered species issues or environmental studies.
8. Wastewater interceptor or manhole condition assessment.
9. Negotiations with the City or other parties to resolve protracted disputes regarding the Project.
10. Easement Acquisition Services
11. Preparation of a Storm Water Pollution Prevention Plan (SWPPP)

**FEE AND BILLING**

EEI will provide the services identified herein based upon the summary below:

*Lump Sum (LS)* – EEI’s labor is included and will be billed based upon the lump sum amount identified.

*Cost Plus (CP)* – EEI’s labor will be billed on an hourly basis in accordance with the terms and rate schedule provided in the 2018 General Engineering Services Agreement.

<b>Task</b>	<b>Task Description</b>	<b>Fee Type</b>	<b>Budget</b>
A	Limited Survey	LS	\$ 6,250
B	Project Coordination/Data Collection	LS	\$ 2,500
C	Interceptor Analysis/Report	LS	\$ 26,500
D	General On-Call Engineering Services	CP	Hourly
<b><i>Project Total</i></b>			<b><i>\$ 35,250</i></b>

Items not specifically identified in the above Scope of Services will be considered an additional service.

Fees will be invoiced monthly in the consultant’s format based, as applicable, upon the percentage of services completed or actual services performed, and expenses incurred as of the invoice date. Payment will be due within 30 days of your receipt of the invoice.

Reimbursable expenses, including printing, plotting, reproduction, messenger service, taxes on surveys, recording fees, etc., will be considered reimbursable. They will be billed separately at 1.15 times the direct cost incurred. All permitting, application, and similar project fees will be paid directly by the Client.



Mr. Finley deGraffenried, September 9, 2020

***CLOSURE***

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the terms and conditions in Attachment "A" of the 2018 General Engineering Services Contract between EEI and the City of Lampasas, which are incorporated by reference.

If you concur in all the foregoing and wish to direct us to proceed with the services, please have an authorized person execute this Agreement in the space provided below and return a copy to us.

We appreciate the opportunity to provide this proposal to you. If you have any questions, please call me at (512) 556-8160.

Sincerely,

**ECKERMANN ENGINEERING, INC.**

A handwritten signature in blue ink that reads "Derrek Eckermann".

Derrek Eckermann, P.E.  
President

APPROVED:

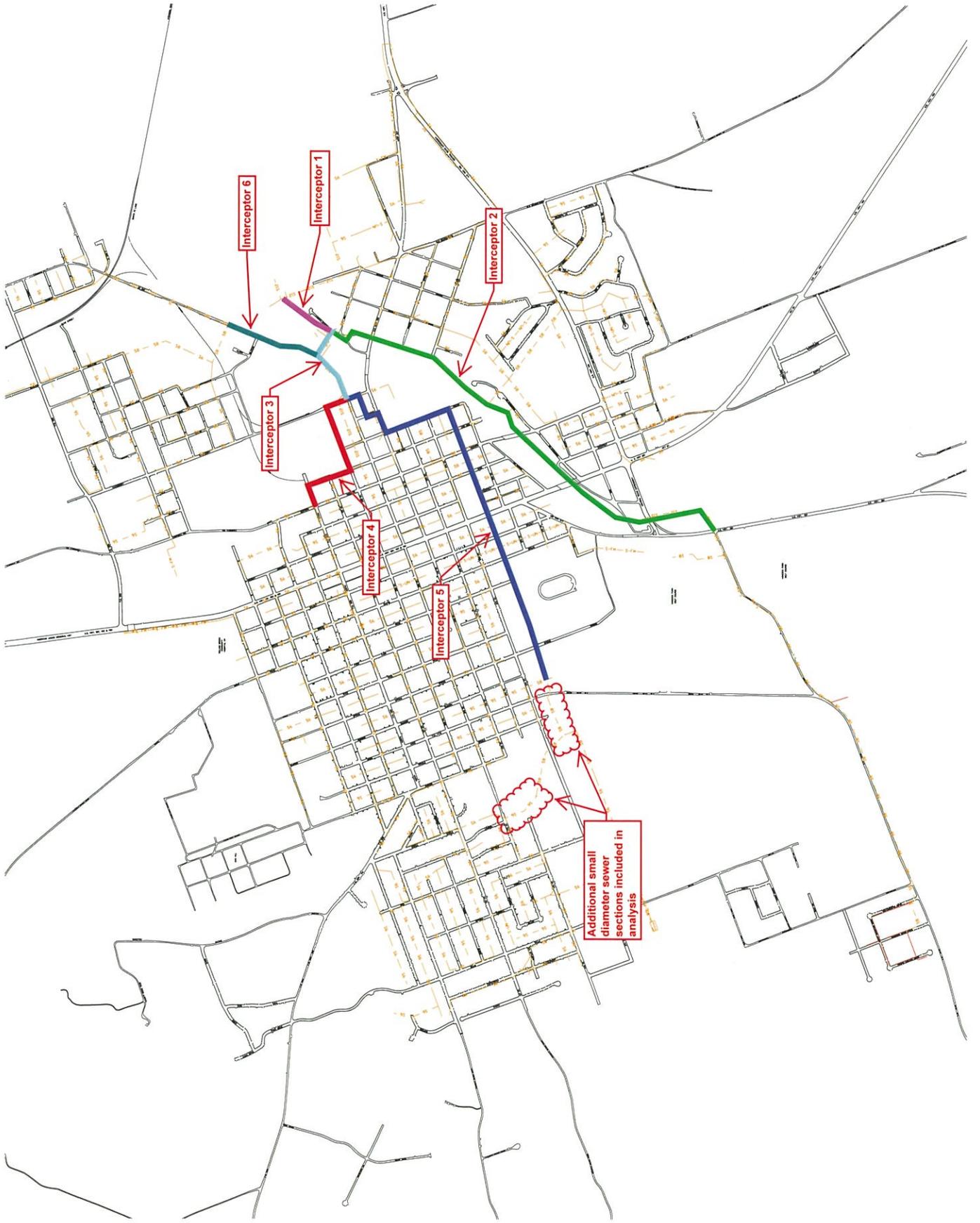
Client: CITY OF LAMPASAS

Signature: \_\_\_\_\_

Typed or Printed Name: \_\_\_\_\_

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

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





City Manager

ITEM NO. 7.3

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

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**Subject:**

Discussion and possible action regarding approval of Geotechnical Survey at Campbell Park by Langerman Foster Engineers in the amount of \$6,400.00.

Requested By: Finley deGraffenried, City Manager

Submitted By: Finley deGraffenried, City Manager

Date Submitted: March 2, 2021

For the Agenda of: March 22, 2021

**Procurement and Funding Statement:**

Funding is available in Fund 40

Attachments: Proposal

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**Summary Statement:**

Based on identified location of both the pavilion and skatepark, Langerman Foster has provided the attached proposal. The proposal includes 2 borings and foundation design recommendations.

**Recommendation:**

To consider a motion to approve engagement of Langerman Foster in the amount of \$6,400.00 for Geotechnical Survey at Campbell Park



**LANGERMAN FOSTER  
ENGINEERING COMPANY**

March 9, 2021

City of Lampasas  
312 East Third Street  
Lampasas, Texas 76550

Attention Mr. Finley DeGraffenried

Regarding: Geotechnical Investigation Proposal  
Campbell Park Skate Park and Pavilion  
Lampasas, Texas  
LFE Proposal No. GEO21-032

Dear Mr. DeGraffenried:

I am pleased to present this proposal for geotechnical services for a new Skate Park and Pavilion at Campbell Park. The scope of services and costs summarized in this proposal are based on a site plan that Ms. Vicki Tower emailed to our office.

***Project Details***

The project consists of a new Skate Park and Pavilion. Details concerning these new improvements have not been provided at this time. We expect the site geology will consist of clay and sand soils to a depth of roughly 5 to 10 feet, followed by limestone bedrock or cemented conglomerate.

In general, we anticipate that the Skate Park will have an irregular foundation that may be partially below grade. The Pavilion will likely have a simple slab-on-grade. With the above in mind, a total of two borings will be drilled for subsurface exploration, as shown in Table 1.

<b>TABLE 1: BORING DEPTHS</b>	
<b><i>Structure</i></b>	<b><i>Boring</i></b>
Skate Park	1@20-ft
Pavilion	1@20-ft



### ***Underground Utilities and Site Clearing***

We will contact the Texas 811 system for utility locations; however, be aware that the Texas 811 system only locates buried utilities within existing public easements and right-of-ways. All private on-site utilities such as irrigation lines, fire lines, electric lines, gas lines, and any other underground features (if any) must be located by the owner.

In the event that underground utility locations are not known, we can arrange for a vacuum truck to pothole at the boring locations. However, these services would constitute additional costs that are not included in this proposal.

### ***Laboratory Testing and Engineering Report***

Upon completion of our field exploration, laboratory tests will be conducted in order to evaluate the classification, strength, and volume change potential of the predominant subsurface materials observed in the borings. The results of the field operations and lab tests will be evaluated by a Texas Licensed Professional Engineer specializing in *geotechnical engineering* analysis. Engineering evaluation and recommendations will be limited to providing the following services:

1. Description of field operations and laboratory tests;
2. Description of subsurface materials and conditions including boring logs;
3. Short-term groundwater observations during drilling operations;
4. Geotechnical foundation design criteria as follows:
  - Volume change estimates of expansive soils (Potential Vertical Rise)
  - Suitable foundation types and depths
  - Allowable bearing values
  - Geotechnical seismic criteria
5. General earthwork and construction criteria including geotechnical material specifications.

### ***Authorization***

The services described in this proposal will be performed for a **lump sum cost of \$6,400**. LANGERMAN FOSTER will perform only those services outlined above; however, CLIENT and LANGERMAN FOSTER may subsequently agree in writing to provide additional services rendered under this AGREEMENT for additional, negotiated compensation. The above cost also assumes easy truck access to the boring locations.



LANGERMAN FOSTER  
ENGINEERING COMPANY

If this proposal is acceptable, please sign and date the attached PROFESSIONAL SERVICES AGREEMENT and return one set via email or fax for our files. We look forward to working with you on this project. We are prepared to put the project on our drilling schedule with verbal approval of this contract pending a signature. Please call me if you have any questions.

Best Regards,

**LANGERMAN FOSTER ENGINEERING COMPANY**

Texas Registered Engineering Firm No. F-13144

Scott M. Langerman, P.E.  
Principal / Geotechnical Engineer

Attachment: Professional Services Agreement

## Professional Services Agreement

This agreement is between Langerman Foster Engineering Company, LLC (hereafter termed CONSULTANT) and the undersigned Company, or individual person if not a company (hereafter termed CLIENT). CLIENT employs CONSULTANT to provide engineering and related services in connection with the CLIENT's project, described as follows and hereinafter referred to as THE PROJECT.

### Project Description:

Campbell Park Skate Park and Pavilion as described in LFE Proposal No. GEO 21-032, Dated 9 March 2021

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Services shall be provided in general accordance with the accompanying proposal, which is part of this Agreement.

### 1.0 SERVICES. CONSULTANT WILL:

- 1.1 Endeavor to act for CLIENT using that degree of care and skill (standard of care) ordinarily exercised by competent engineering consultants practicing in the same or similar locality of THE PROJECT site.
- 1.2 Perform the proposed services under the general direction of a licensed Professional Engineer.
- 1.3 Provide written reports in electronic format only. Additional hardcopy reports may be provided upon request at negotiated cost.
- 1.4 Retain pertinent records relating to the services performed for five years following submission of the report, during which period the records can be made available upon request to CLIENT during normal office hours.
- 1.5 Be responsible for the safe conduct only of CONSULTANT's employees on the site, but not for the safe conduct or safety of any others.
- 1.6 Retain samples for a period of no longer than 30 days after issuing any document that includes the data obtained from the samples.
- 1.7 Contact the Texas 811 system for utility locations; however, be aware that the Texas 811 system only locates buried utilities within existing public easements and right-of-ways. All private on-site utilities such as irrigation lines, fire lines, electric lines, gas lines, and any other underground features (if any) must be located at the site and clearly marked by CLIENT. We can provide names of private utility locaters that CLIENT can retain directly for these services. CONSULTANT will not be responsible for damages to any underground utilities that are not located and clearly marked at the site by CLIENT.

### 2.0 CLIENT'S RESPONSIBILITIES. CLIENT WILL:

- 2.1 Provide CONSULTANT full information regarding the project for the proper performance of CONSULTANT, including hardcopies or electronic copies of the most recent plans and specifications, addenda, change orders, and other such information.
- 2.2 Furnish right of entry onto THE PROJECT site for CONSULTANT or CONSULTANT'S representatives to provide CONSULTANT's services.
- 2.3 Inform the CONSULTANT of the presence or suspected presence of hazardous materials, agreeing to the conditions set forth in 7.1 through 7.4 herein.
- 2.4 Promptly inform CONSULTANT of any actual or suspected defects in CONSULTANT's services, to help CONSULTANT take corrective measures that in CONSULTANT's opinion will help minimize the consequences of any such defect.
- 2.5 Use the research methods agreed to by the American Society of Civil Engineers, American Institute of Architects, and others as published in the document Recommended Practice for Design Professionals Engages as Experts in the Resolution of Construction Industry Disputes to define the Standard of Care referenced in 1.1.
- 2.6 Be responsible for jobsite safety, except CONSULTANT shall be responsible for safety of CONSULTANT's employees.
- 2.7 Be responsible for all permits and approvals necessary for CONSULTANT'S services, unless CONSULTANT assumes this responsibility in the Proposal.

### 3.0 GENERAL CONDITIONS:

- 3.1 By the performance of the herein described services, CONSULTANT does not in any way assume, change, or abrogate any of those duties, responsibilities or authorities with regard to THE PROJECT customarily vested in THE PROJECT architects, design engineers, or other design agencies or authorities.
- 3.2 CONSULTANT is not responsible for acts or omissions of other parties involved in THE PROJECT or the failure of any contractor or subcontractor to construct any item of THE PROJECT in accordance with the CONSULTANT's recommendations.

- 3.3 This Agreement may be terminated by either party upon receipt of written notice by the other party or by mutual agreement. CONSULTANT shall be paid in full for services performed to the termination date, including services required to properly terminate CONSULTANT's project involvement. CLIENT can be provided, upon request and for appropriate compensation, a report of services completed prior to termination.
- 3.4 Neither CLIENT nor CONSULTANT may transfer duties or interest in the Agreement without the written consent of the other party.
- 3.5 If during the course of the performance of this agreement, conditions or circumstances are discovered, which were not contemplated by CONSULTANT at the commencement of this agreement, CONSULTANT shall notify CLIENT of the newly discovered conditions or circumstances and CLIENT and CONSULTANT shall renegotiate, in good faith, the terms and conditions of this Agreement. If amended terms and conditions cannot be agreed upon within thirty (30) days after notice, CONSULTANT may terminate this Agreement and CONSULTANT shall be paid for its services through the date of termination.
- 3.6 Neither party shall be liable for failure to fulfill its obligations if affected by causes beyond its control, such as Force Majeure. Force Majeure includes, but is not limited to, acts of God; acts of legislative, administrative, or judicial entity; acts of CLIENT'S separate contractors and consultants; wars; fires; floods; labor disturbances; and unusually severe or unanticipated weather.

#### **4.0 CONSIDERATIONS FOR GEOTECHNICAL ENGINEERING SERVICES:**

- 4.1 CLIENT shall provide CONSULTANT full information regarding the structure(s) to be constructed on THE PROJECT site, magnitudes and configurations of foundation loads, permissible settlements, planned cuts and fills, proximity to adjacent structures, and other information for the proper performance of CONSULTANT.
- 4.2 Be aware that heavy equipment will likely be used to conduct the field operations and that such equipment use generally results in some alteration of existing conditions. CLIENT agrees to hold harmless CONSULTANT for such alteration. CONSULTANT will attempt to limit such alteration but will not restore the site to its original condition unless a separate agreement is made for such restoration at additional cost prior to such alteration.
- 4.3 CLIENT shall be responsible for locating buried utilities and other man-made objects, furnishing CONSULTANT with this information, approving the subsurface penetration locations with respect to such information, and for the consequences of such being damaged during CONSULTANT's subsurface investigations whenever the location of the damaged structures was not identified with sufficient accuracy for the CONSULTANT. Further, CLIENT agrees to protect and defend CONSULTANT from any claim or liability arising from such damage, including compensating CONSULTANT for time and expenses incurred in defense of such claim. Although CONSULTANT shall notify authorities as required by law before penetrating the ground to reduce the chance of encountering manmade objects below ground, and shall penetrate the ground only at locations indicated by others as free of man-made objects, subsurface objects may still be encountered and even damaged.
- 4.4 CLIENT understands that the education, experience, expertise, and capabilities of those who provide geotechnical engineering services and those who provide geo-environmental services differ significantly. Those involved with a geotechnical engineering project may not notice indications of environmental concerns, and if they do, they may not report them. Accordingly, CLIENT shall, to the fullest extent permitted by law, waive any claim against CONSULTANT and indemnify, defend, and hold CONSULTANT harmless from any claim or liability for injury or loss arising from CONSULTANT'S alleged failure to report or report fully on environmental issues in instruments of geotechnical services. CLIENT also shall compensate CONSULTANT for any time spent or expenses incurred by CONSULTANT in defense of any such claim. Such compensation shall be based upon CONSULTANT'S prevailing fee schedule and expense reimbursement procedures. The term "any claim" used in this provision means "any claim in contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or other acts giving rise to liability.

#### **5.0 INSURANCE AND LIMITATION OF LIABILITY:**

- 5.1 CONSULTANT shall have insurance to protect CONSULTANT from claims against CONSULTANT for accidental bodily injury, death or property damage as may arise from the performance of services made under this agreement. CONSULTANT will provide proof of such insurance to CLIENT upon CLIENT's request.
- 5.2 To the fullest extent permitted by law, the total liability of CONSULTANT arising out of or related to this Agreement, whether based in contract or tort, shall be limited to \$50,000 or the amount of compensation received for services, whichever is greater. This limitation of liability shall apply to any and all claims, no matter how pleaded, including but not limited to, claims for errors and omissions, breach of contract, negligence, or breach of fiduciary duty and applies to all phases of services performed under this Agreement. Greater amounts of coverage can be provided at additional cost to be negotiated with the CLIENT and agreed to in writing. CLIENT agrees this limitation of liability extends to those individuals and organizations CONSULTANT

retains for execution of its services, including CONSULTANT's officers, employees, their heirs and assigns, agents, subconsultants, and subcontractors.

- 5.3 CLIENT agrees that any claim for damages filed against CONSULTANT will be filed solely against CONSULTANT or its successors or assigns, and that no individual person shall be made personally liable for damages, in whole or in part.
- 5.4 Neither party shall be responsible to the other for any special, incidental, indirect, exemplary, punitive, penal, nor consequential damages (including lost profits) incurred by either CONSULTANT or CLIENT or for which either party may be liable to any third party.

#### **6.0 CONFIDENTIALITY:**

- 6.1 All reports and/or information derived as part of CONSULTANT's services are and shall remain the property of the CONSULTANT.
- 6.2 The CONSULTANT agrees to consider all reports confidential, and will distribute reports only to those persons or entities so directed by the CLIENT with the exceptions noted in Article 6.3 and 6.4.
- 6.3 Any information derived as part of CONSULTANT's services may be released to government authorities when a public safety hazard is perceived to exist, when required by law, and to the necessary parties when CONSULTANT must protect itself from civil claims.
- 6.4 Information obtained from CONSULTANT's services may be used by CONSULTANT for technical studies and presentations intended to advance the art and science of engineering, while preserving CLIENT confidentiality.
- 6.5 The CONSULTANT's reports, findings, and recommendations are for the CLIENT'S sole use and shall not be transferred or sold to others without the knowledge and consent of the CONSULTANT.

#### **7.0 UNANTICIPATED HAZARDOUS MATERIALS AND CONDITIONS:**

- 7.1 The CLIENT understands that hazardous materials or conditions on or beneath the surface of a site create extraordinary risks for CONSULTANT including the need for precautions to protect the health and safety of its personnel and to comply with applicable laws and regulations.
- 7.2 CLIENT agrees that the notification to CONSULTANT of known or the discovery by CONSULTANT of unanticipated, hazardous materials or conditions constitutes a changed condition mandating a renegotiation of the scope of work for THE PROJECT or termination of services.
- 7.3 The discovery of unanticipated hazardous materials or conditions may result in a significant reduction of the CLIENT's property value or the OWNER's value if THE PROJECT site is owned by others. Since the CONSULTANT is in no way responsible for the presence of these unanticipated materials or conditions, CLIENT agrees to waive any claim against CONSULTANT and agrees to defend, indemnify, and hold harmless CONSULTANT from any claim or liability for injury, loss, or damages arising from the referenced discovery.
- 7.4 CLIENT agrees to pay CONSULTANT for costs incurred by CONSULTANT related to encountering unanticipated hazardous materials and conditions.

#### **8.0 PAYMENT:**

- 8.1 Invoices will be provided in electronic format based on the proposal and/or attached fee schedule. Invoices will be presented at the project completion or monthly and are due in full upon receipt. Invoices are past due net 15 days. CONSULTANT shall be notified within 15 days of receiving an invoice if CLIENT disputes the invoice, but CLIENT shall pay the portion of the invoice that is not in dispute within the usual time frame. CLIENT agrees to pay CONSULTANT late charges of one and one-half (1½) percent per month, or up to the legal limit if less, on the unpaid balance.
- 8.2 CLIENT agrees that invoices will be paid without requiring any other signings, documents, or representations except for the reports stated in Article 1.3, unless agreed to in writing prior to CONSULTANT providing services.
- 8.3 CLIENT agrees to pay CONSULTANT regardless of whether CLIENT is expecting, has received, or has not received payment from others for the Project.

#### **9.0 EXTENT OF AGREEMENT AND APPLICABLE LAW:**

- 9.1 The Agreement, including these terms and conditions, represents the entire agreement between CLIENT and CONSULTANT and supersedes all prior negotiations, representations, or agreements, written or oral. The agreement may be amended only by written instrument signed by CLIENT and CONSULTANT.
- 9.2 The Agreement shall be governed by the laws of the State of Texas. Any disputes arising from this agreement shall be performed in McLennan County, Texas and the CLIENT agrees to waive the right to sue elsewhere.

- 9.3 If any part of this Agreement is deemed invalid in a court of law or otherwise, all remaining parts shall remain in force.  
 9.4 Unless previously accepted in writing, this Agreement is withdrawn automatically on the 30<sup>th</sup> day after issue, but may be accepted thereafter by CONSULTANT at its discretion.

This agreement is entered into by the undersigned on behalf of the company noted, or in the case of a CLIENT who is an individual, then by the signature of that individual. When signing for a company, the person signing below attests that they are authorized to act on behalf of that Company.

**CLIENT: CITY OF LAMPASAS**  
**PROJECT: CAMPBELL PARK SKATE PARK AND PAVILION, LFE PROPOSAL NO. GEO21-032**

Client Representative Name: <b>Mr. Finley DeGraffenried</b> Phone: <b>512/556-6831</b>	
Signature:	Date:
Title: <b>City Manager</b>	
Client Company (full legal name): <b>City of Lampasas</b>	
Email Address for Receiving Reports, Invoices, and other Communications: <b>Finley@CityOfLampasas.com</b>	
Physical Address: <b>312 East Third Street, Lampasas, Texas 76550</b>	

**CONSULTANT: LANGERMAN FOSTER ENGINEERING COMPANY, LLC**

Printed Name: <b>Scott Langerman, P.E.</b>	
Signature: 	Date: <b>9 March 2021</b>
Title: <b>Principal</b>	



City Manager

ITEM NO. 7.4

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

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**Subject:**

Discussion and possible action regarding the first reading of an Ordinance adopting the Comprehensive Plan for the City of Lampasas.

Requested By: Finley deGraffenried, City Manager

Submitted By: Finley deGraffenried, City Manager

Date Submitted: March 18, 2021

For the Agenda of: March 22, 2021

**Procurement and Funding Statement:**

This project was funded in the FY 2019 Budget

Attachments: Ordinance

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**Summary Statement:**

Council has met all statutory requirements to consider approval.

**Recommendation:**

To consider a motion to approve the first reading of an Ordinance adopting the City of Lampasas Comprehensive Plan, Lampasas County, Texas including Staff, Planning Commission and Council provided edits, if any and accompanying maps, providing for severability; repealer, effective date and proper notice and meeting.

## ORDINANCE NO.

### **AN ORDINANCE ADOPTING THE COMPREHENSIVE PLAN FOR THE CITY OF LAMPASAS, LAMPASAS COUNTY, TEXAS, AND ACCOMPANYING MAPS; PROVIDING FOR SEVERABILITY; REPEALER; EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.**

**WHEREAS** the City of Lampasas is legally empowered to regulate development in the community through the legitimate use of police powers; AND,

**WHEREAS**, the City Council seeks to promote responsible and sustainable growth consistent with the City of Lampasas Comprehensive Plan ("Plan"); AND,

**WHEREAS**, Chapter 213 of the Texas Local Government Code authorizes cities to adopt a comprehensive plan for the long-range development of the municipality; AND,

**WHEREAS**, further state law allows a city to define the content and design of a comprehensive plan, and such plan may include provisions on land use, transportation, and public facilities, and may include land use assumptions adopted in a manner that complies with Subchapter C, Chapter 395 of the Texas Local Government Code; AND,

**WHEREAS**, in order to receive as much public input as possible, the City Council formed a Comprehensive Plan Advisory Committee to meet and seek comment from the citizens of Lampasas; and the Committee held numerous public meetings and gave the public the opportunity to present oral and written testimony on the proposed revisions to the Plan; AND,

**WHEREAS**, the Planning & Zoning Commission held a public hearing and allowed comment and testimony from the public; and recommends to the City Council approval of the revisions to the City's Comprehensive Plan and adoption of a new Plan as enumerated herein; AND,

**WHEREAS**, the City Council of the City of Lampasas, Texas, has considered the matter at a public hearing and has invited public input and participation; recommends approval of the adoption of the Comprehensive Plan as enumerated herein, and finds that the adoption of the Plan will be in the best interest of the City and will promote the public health, safety and welfare of the community.

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

**SECTION I. PREAMBLE.** All of the above premises are hereby found to be true and correct legislative and factual findings of the City of Lampasas and are hereby approved and incorporated into the body of this ordinance as if copied in their entirety.

**SECTION II. ADOPTION.** That the document labeled Exhibit "A", attached and incorporated by reference for all purposes, including all maps and appendices, shall be the official

**SECTION III. PROVIDING FOR SEVERABILITY.** If any provision, section, sentence, clause or phrase of this ordinance or application of the same to any person or set of circumstances is for reason held to be unconstitutional, void, invalid, or unenforceable, the validity of the remaining portions of this ordinance or its application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council of the City of Lampasas in adopting, and the Mayor in approving this Ordinance, that no portion thereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality or invalidity of any portion, provision or regulation.

**SECTION IV. REPEALER CLAUSE.** The provisions of this ordinance shall be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein, provided, however, that all prior ordinance or parts of ordinances inconsistent or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent that such inconsistency is apparent. This ordinance shall not be construed to require or allow any act which is prohibited by any other ordinance.

**SECTION V. PROVIDING FOR A SAVINGS CLAUSE.** The repeal of any ordinance or part of ordinances effectuated by the enactment of this ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying or altering any penalty accruing or to accrue, or as affecting any rights of the City under any section or provisions of any ordinances at the time of passage of this ordinance.

**SECTION VI. EFFECTIVE DATE.** This ordinance shall take effect immediately from and after its passage and publication as may be required by governing law.

**SECTION VII. NOTICE AND MEETING CLAUSE.** It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

*Planning and Zoning Public Hearing: March 4, 2021*

*City Council Public Hearing: March 8, 2021*

*First reading of this Ordinance: March 22, 2021*

*Second reading and adoption of this ordinance: April 12, 2021*

**APPROVED:**

**ATTEST:**

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

\_\_\_\_\_  
Becky Sims, 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

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

**SUBJECT:**

Discussion and Possible Action Regarding a Resolution Authorizing the City Council to Change the Designation of Funds in the Texpool Investment Fund.

REQUESTED BY: Yvonne Moreno, Finance Director

SUBMITTED BY: Yvonne Moreno, Finance Director

DATE SUBMITTED: March 17, 2021 FOR THE AGENDA OF: March 22, 2021

Expenditure Required: N/A

Available Funding: N/A

Attachments: Resolution

**SUMMARY STATEMENT:**

The City of Lampasas invests local funds with TexPool. Some of these funds are designated by Council for a certain purpose. The Electric funds currently in Texpool consists of the following: Electric Fund Savings, Designated System Improvement, Designated Equipment, and Operations and Maintenance. The City has had those designations for a number of years and have not utilized those different categories. This resolution would move the two designated monies to the Electric Fund Savings and rename that line Electric Fund Rate Stabilization and retain the Operations and Maintenance account.

**Recommendation:** Staff asks that the attached Resolution be approved, authorizing the Mayor to execute the documents on the City's behalf.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION BY THE CITY OF LAMPASAS, TEXAS, ("CITY") TO CHANGE THE DESIGNATION OF FUNDS IN THE TEXPOOL INVESTMENT FUND**

**WHEREAS**, the City of Lampasas has concluded that the funds in Texpool that are designated for Electric Equipment, and Electric System Improvements would be more adequately utilized if those funds were undesignated and:

**WHEREAS**, the City would benefit from using the undesignated funds to re-designate them as funds for Electric Rate Stabilization and:

**WHEREAS**, the events from the February 2021 winter storm stressed the need for the City to maintain funds that may be utilized for the community and other necessary expenses related to like events.

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

**Section 1.** That the statements and findings set out in the preamble to this resolution are hereby in all things approved and adopted.

**Section 2.** That the funds will be reclassified as set forth in the preamble

**Section 3.** The meeting at which this resolution was approved was in all things conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

**Section 4.** This resolution shall be effective immediately upon passage.

**PASSED AND APPROVED this 22nd day of March 2021.**

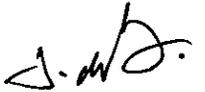
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Misti Talbert, Mayor

ATTEST:

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Becky Sims, City Secretary

  
City Manager

ITEM NO. 7.6

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

**Subject:**

Discussion and possible action regarding action to suspend the effective date proposed by ATMOS Energy Corporation-MIDTEX Division, to increase rates under the gas reliability infrastructure program for 45 days, and authorize the City's continued participation in a coalition of cities known as the "ATMOS Texas Municipalities"

Requested By: Christopher A. Felan, Vice President, Rates & Regulatory Affairs  
ATMOS Energy

Submitted By: Finley deGraffenried, City Manager

Date Submitted: March 17, 2021

For the Agenda of: March 22, 2021

**Procurement and Funding Statement:**

N/A

Attachments:

**Summary Statement:**

In light of the Texas Supreme Court's opinion, the City's ability to review and effectuate a change in Atmos Energy's requested increase is limited. Nonetheless, to allow for a limited review of Atmos Energy's GRIP application, it is recommended that the City suspend Atmos Energy's proposed effective date of April 27, 2021 for forty-five days as allowed by state law, so that the City may evaluate whether the data and calculations in Atmos Energy's rate application are correctly done.

Therefore, ATM's Special Counsel, the law firm of Herrera Law & Associates, PLLC (through Alfred R. Herrera) recommends that the City adopt a resolution suspending Atmos Energy's proposed effective date for 45 days. Assuming a proposed effective date of April 27, 2021 Atmos Energy's proposed effective date is suspended until June 11, 2021.

**Recommendation:**

To consider a motion to suspend the effective date proposed by ATMOS Energy Corporation-MIDTEX Division, to increase rates under the gas reliability infrastructure program for 45 days, and authorize the City's continued participation in a coalition of cities known as the "ATMOS Texas Municipalities"

**AGENDA INFORMATION SHEET**  
**AGENDA ITEM NO. \_\_\_\_\_**

**ACTION TO SUSPEND THE EFFECTIVE DATE PROPOSED BY  
ATMOS ENERGY CORPORATION – MIDTEX DIVISION, TO  
INCREASE RATES UNDER THE GAS RELIABILITY  
INFRASTRUCTURE PROGRAM FOR 45 DAYS, AND AUTHORIZE THE  
CITY’S CONTINUED PARTICIPATION IN A COALITION OF CITIES  
KNOWN AS THE "ATMOS TEXAS MUNICIPALITIES"**

**ATMOS TEXAS MUNICIPALITIES**

The City is a member of the Atmos Texas Municipalities (“ATM”). The ATM group was organized by a number of municipalities served by Atmos Energy Corporation – MidTex Division (“Atmos Energy”) and has been represented by the law firm of Herrera Law & Associates, PLLC to assist in reviewing applications to change rates submitted by Atmos Energy.

**“GRIP” RATE APPLICATION**

Under section 104.301 of the Gas Utility Regulatory Act (GURA), a gas utility is allowed to request increases in its rates to recover a return on investments it makes between general rate cases. This section of GURA is commonly referred to as the “GRIP” statute, that is, the “Gas Reliability Infrastructure Program.”

Under a decision by the Supreme Court of Texas, the Court concluded that a filing made under the GRIP statute permitted gas utilities the opportunity to recover return on capital expenditures made during the interim period between general rate cases by applying for an interim rate adjustment and that proceedings under the GRIP statute did not contemplate either adjudicative hearings or substantive review of utilities’ filings for interim rate adjustments. Instead, the Court concluded, the GRIP statute provides for a *ministerial* review of the utility’s filings to ensure compliance with the GRIP statute and the Railroad Commission’s rules, and that it is within the Railroad Commission’s authority to preclude cities from intervening and obtaining a hearing before the Railroad Commission.

**ATMOS ENERGY’S “GRIP” APPLICATION**

On or about February 26, 2021 Atmos Energy filed for an increase in gas utility rates under the Gas Reliability Infrastructure Program (“GRIP”). Atmos Energy’s application if approved by the Commission will result in an increase in the monthly customer charges as shown below:

<b>Rate Schedule</b>	<b>Current Customer Charge</b>	<b>Proposed 2021 Interim Rate Adjustment (Based on 2020 Data)**</b>	<b>Adjusted Customer Charge</b>	<b>Increase Per Bill</b>
<b>Rate R – Residential Sales</b>	\$26.45 per customer per month	\$4.55 per customer per month	\$31.00 per customer per month	\$4.55
<b>Rate C – Commercial Sales</b>	\$66.80 per customer per month	\$14.52 per customer per month	\$81.32 per customer per month	\$14.52
<b>Rate I (Industrial) &amp; Rate T (Transportation)</b>	\$1,201.73 per customer per month	\$262.44 per customer per month	\$1,464.17 per customer per month	\$262.44

\*\* *Note that Atmos Energy refers to its filing as its interim rate adjustment for the year 2020. This is because, though filed in 2021, the increase in rates is based on data for the calendar year 2020.*

Atmos Energy’s application, if approved by the Railroad Commission, will result in a systemwide increase in Atmos Energy’s revenue of about \$111.50 million, of which ATM’s portion is about \$11.11 million. Atmos Energy proposed an effective date of April 27, 2021.

**REVIEW AND ACTION RECOMMENDED**

In light of the Texas Supreme Court’s opinion, the City’s ability to review and effectuate a change in Atmos Energy’s requested increase is limited. Nonetheless, it is recommended that the City suspend Atmos Energy’s proposed effective date of April 27, 2021 for forty-five days as allowed by state law, so that the City may evaluate whether the data and calculations in Atmos Energy’s rate application are correctly done.

Therefore, ATM’s Special Counsel, the law firm of Herrera Law & Associates, PLLC (through Alfred R. Herrera) recommends that the City adopt a resolution suspending Atmos Energy’s proposed effective date for 45 days. Assuming a proposed effective date of April 27, 2021 Atmos Energy’s proposed effective date is suspended until June 11, 2021.

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City Manager

ITEM NO. 7.7

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

**Subject:**

Discussion and possible action regarding a Resolution by the City of Lampasas, Texas responding to the application of ATMOS Energy Corporation- MIDTEX Division, to increase rates under the gas reliability infrastructure program; suspending the effective date of this rate application for forty-five days; authorizing the City to continue to participate in a coalition of cities known as "ATMOS Texas Municipalities;" Determining that the meeting at which the Resolution was adopted complied with the Texas Open Meetings Act; making such other findings and provisions related to the subject; and declaring an effective date

Requested By: Christopher A. Felan, Vice President, Rates & Regulatory Affairs  
ATMOS Energy

Submitted By: Finley deGraffenried, City Manager

Date Submitted: March 17, 2021

For the Agenda of: March 22, 2021

**Procurement and Funding Statement:**

N/A

Attachments:

**Summary Statement:**

On or about February 26, 2021 Atmos Energy Corporation – MidTex Division ("Atmos Energy") filed for an increase in gas utility rates under the Gas Reliability Infrastructure Program ("GRIP"), which if approved, results in an increase in the monthly customer charges as follows:

Rate Schedule	Current Customer Charge	Proposed 2021 Interim Rate Adjustment (Based on 2020 Data)	Adjusted Customer Charge	Increase Per Bill
Rate R – Residential Sales	\$26.45 per customer per month	\$4.55 per customer per month	\$31.00 per customer per month	\$4.55
Rate C – Commercial Sales	\$66.80 per customer per month	\$14.52 per customer per month	\$81.32 per customer per month	\$14.52
Rate I (Industrial) & Rate T (Transportation)	\$1,201.73 per customer per month	\$262.44 per customer per month	\$1,464.17 per customer per month	\$262.44

**Recommendation:**

To consider a motion to approve the Resolution

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION BY THE CITY OF LAMPASAS, TEXAS, ("CITY") REGARDING THE APPLICATION OF ATMOS ENERGY CORPORATION – MIDTEX DIVISION, TO INCREASE RATES UNDER THE GAS RELIABILITY INFRASTRUCTURE PROGRAM; SUSPENDING THE EFFECTIVE DATE OF THIS RATE APPLICATION FOR FORTY-FIVE DAYS; AUTHORIZING THE CITY TO CONTINUE TO PARTICIPATE IN A COALITION OF CITIES KNOWN AS THE "ATMOS TEXAS MUNICIPALITIES;" DETERMINING THAT THE MEETING AT WHICH THE RESOLUTION WAS ADOPTED COMPLIED WITH THE TEXAS OPEN MEETINGS ACT; MAKING SUCH OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE.**

**WHEREAS**, on or about February 26, 2021 Atmos Energy Corporation – MidTex Division (“Atmos Energy”) filed for an increase in gas utility rates under the Gas Reliability Infrastructure Program (“GRIP”), which if approved, results in an increase in the monthly customer charges as follows:

<b>Rate Schedule</b>	<b>Current Customer Charge</b>	<b>Proposed 2021 Interim Rate Adjustment (Based on 2020 Data)</b>	<b>Adjusted Customer Charge</b>	<b>Increase Per Bill</b>
<b>Rate R – Residential Sales</b>	\$26.45 per customer per month	\$4.55 per customer per month	\$31.00 per customer per month	\$4.55
<b>Rate C – Commercial Sales</b>	\$66.80 per customer per month	\$14.52 per customer per month	\$81.32 per customer per month	\$14.52
<b>Rate I (Industrial) &amp; Rate T (Transportation)</b>	\$1,201.73 per customer per month	\$262.44 per customer per month	\$1,464.17 per customer per month	\$262.44

**WHEREAS**, Atmos Energy’s application, if approved by the Railroad Commission, will result in a systemwide increase in Atmos Energy’s revenue of about \$111.5 million, of which ATM’s portion is about \$11.11 million; and

**WHEREAS**, the City has a special responsibility to exercise due diligence with regard to rate increases of monopoly utilities who operate within its boundaries; and

**WHEREAS**, the application to increase rates by Atmos Energy is complex; and

**WHEREAS**, the effective date proposed by Atmos Energy is April 27, 2021, but a suspension by the City will mean that the rate increase cannot go into effect prior to June 11, 2021; and

**WHEREAS**, it is necessary to suspend the effective date for the increase in rates for forty-five days, so that the City can assure itself that the data and calculations in Atmos Energy's rate application are correctly done and are in conformity with Section 104.301 of the Gas Utility Regulatory Act.

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

**Section 1.** That the statements and findings set out in the preamble to this resolution are hereby in all things approved and adopted.

**Section 2.** The City suspends the requested effective date by Atmos Energy for forty-five days pursuant to the authority granted the City under Section 104.301 of the Gas Utility Regulatory Act to allow the City to review the data and calculations that provide the basis for Atmos Energy's proposed increase in rates.

**Section 3.** The City shall continue to act jointly with other cities that are part of a coalition of cities known as the Atmos Texas Municipalities ("ATM").

**Section 4.** The City authorizes the law firm of Herrera Law & Associates, PLLC, to act on its behalf in connection with Atmos Energy's application to increase rates.

**Section 5.** To the extent Atmos Energy's application to increase rates under section 104.301 of the Gas Utility Regulatory Act ("GURA") is considered a ratemaking proceeding, Atmos Energy is ordered to reimburse the City's reasonable rate case expenses incurred in response to Atmos Energy's rate increase application within 30 days of receipt of invoices for such expenses to the extent allowed by law.

**Section 6.** A copy of this resolution shall be sent to Mr. Christopher A. Felan, Vice President, Rates & Regulatory Affairs, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240; and to Mr. Alfred R. Herrera, Herrera Law & Associates, PLLC, 4524 Burnet Road, Austin, Texas 78756.

**Section 7.** The meeting at which this resolution was approved was in all things conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

**Section 8.** This resolution shall be effective immediately upon passage.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

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

ATTEST:

\_\_\_\_\_  
Becky Sims, City Secretary



City Manager

ITEM NO. 7.8

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

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**Subject:**

Discussion and Possible Action to adopt an ordinance amending Appendix A of the City of Lampasas, Texas Code of Ordinances, Chapter 62, Solid Waste, Article III; Billing Rates and Fees related to the collection of Solid Waste; providing for severability and repealer clauses; and providing an effective date.

Requested By: Yvonne Moreno, Finance Director

Submitted By: Yvonne Moreno, Finance Director

Date Submitted: March 17, 2021

For the Agenda of: March 22, 2021

**Procurement and Funding Statement:**

N/A

Attachments: Ordinance, Notification from Waste Connections

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**Summary Statement:**

The City renewed the contract with Waste Connections on May 1, 2020. According to the contract, Waste Connections may request an annual increase that follows the CPI index. Please find attached Waste Connection's letter requesting an increase in rates and a copy of the current and proposed rates.

**Recommendation:**

Motion to adopt the Ordinance to implement new rates s set by contract with Waste Connections.

**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 utilized a competitive purchasing process to obtain, by contract, the most advantageous rates for solid waste collection for its residents and businesses located within the corporate limits of the City of Lampasas; and

**WHEREAS**, as a result of this effort by the City Council, its City Manager and its Staff, the contract price paid by the City of Lampasas for solid waste collection services will increase May 2021, and accordingly the rates for service for the residents and businesses will also increase as of May 2021, as noted herein.

**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:

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					
		ONE (1)	TWO (2)	THREE (3)	FOUR (4)	FIVE (5)	Each Extra Pick Up
SIZE OF DUMPSTER	QUANTITY						
(a) THREE CUBIC YDS	1	67.47	155.12	232.66	310.26	387.81	34.05
(b) SIX CUBIC YDS	1	155.12	310.26	465.37	620.49	775.63	68.66
(c) EIGHT CUBIC YDS	1	206.85	412.57	620.49	827.31	1034.17	85.14

(Description)	(Amount)
(1a) Commercial Hand Pick Up	\$16.77
(2) <i>(No Change in this item.)</i>	
(3) Residential units (monthly collection fees) "At Your Door"	\$18.52
(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 1<sup>st</sup> 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 March 2021.

READ and ADOPTED on Second Reading on the \_\_\_\_\_ day of April 2021.

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

ATTEST:

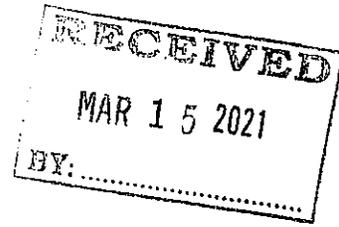
\_\_\_\_\_  
Becky Sims, City Secretary

APPROVED AS TO FORM:

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



WASTE CONNECTIONS  
*Connect with the Future*



March 10<sup>th</sup>, 2021

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

Dear Mr. deGraffenried:

Waste Connections, formerly Progressive Waste Solutions appreciates the opportunity to have serviced your community this past year. We have made every effort to ensure that you receive the best service possible at the most affordable prices.

As per our agreement, we must request from the City of Lampasas the annual Consumer Price Index (CPI) rate adjustment called for in our agreement. The percentage of increase, calculated by the mechanism within our agreement, equals a 2.08% increase to your rates. I have enclosed the CPI information as well as a sheet with the revised rates for the services we provide. Per our agreement, we are also requesting a small increase to help cover the disposal rate increases we have incurred this year, the total increase is 0.76%. The CPI and disposal increase would bring the total to 2.84%. We request that these new rates for services rendered become effective May 1<sup>st</sup>, 2021.

Waste Connections is committed to maintaining the highest quality of service to the City of Lampasas. We would like to take this opportunity to thank the City staff, business community, and residents for your continued patronage.

Sincerely,

Jimmy Esparza  
Waco District Manager  
Waste Connections Lone Star, Inc.

Enclosure

# City of Lampasas Solid Waste Pricing Comparison

Residential Adjustment	2.84%
Commercial Adjustment	2.84%
Roll Off Adjustment	2.84%

## Current Pricing Schedule

Commercial	1 x Week	2 x Week	3 x Week	4 x Week	5 x Week	Locks	Extra Pickups
Size / Pickup							
2 Cu Yd							
3 Cu Yd	\$61.41	\$141.20	\$211.79	\$282.42	\$353.01		\$31.00
4 Cu Yd							\$42.50
6 Cu Yd	\$141.20	\$282.42	\$423.61	\$564.80	\$706.03		\$62.50
8 Cu Yd	\$188.28	\$375.55	\$564.80	\$753.07	\$941.36		\$77.50

Open Top Roll Off Containers	Residential	Additional Cart	Commercial Hand
Haul Fee	\$ 383.06	\$ 15.27	-
Disposal Fee	\$ 30.64	\$ -	\$ 15.27
Delivery Charge	\$ 255.37		
Daily Container Rental	\$ 6.13		
Compactor Haul	\$ 459.67		
City RO Derelivery	\$ 204.30		
City RO Haul Fee	\$ 296.23		
City Disposal Per Ton	\$ 30.64		

## Proposed Pricing Schedule (effective May 1st, 2021)

Commercial	1 x Week	2 x Week	3 x Week	4 x Week	5 x Week	Locks	Extra Pickups
Size / Pickup							
2 Cu Yd							
3 Cu Yd	\$ 63.16	\$ 145.22	\$ 217.81	\$ 290.45	\$ 363.05		\$ 31.88
4 Cu Yd							\$ 43.71
6 Cu Yd	\$ 145.22	\$ 290.45	\$ 435.66	\$ 580.87	\$ 726.11		\$ 64.28
8 Cu Yd	\$ 193.64	\$ 386.23	\$ 580.87	\$ 774.49	\$ 968.14		\$ 79.70

Open Top Roll Off Containers	Residential	Additional Cart	Commercial Hand
Haul Fee	\$ 393.96	\$ 15.70	-
Disposal Fee	\$ 31.51	\$ -	\$ 15.70
Delivery Charge	\$ 262.63		
Daily Container Rental	\$ 6.30		
Compactor Haul	\$ 472.75		
City RO Derelivery	\$ 210.11		
City RO Haul Fee	\$ 304.66		
City Disposal Per Ton	\$ 31.51		

CPI calculation for Hauling Portion					
February 2021	253.586				
February 2020	248.412				
Difference	5.174	+	248.412	=	2.08%

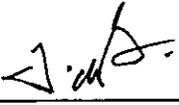
Disposal Rate Adjustment	Tons Per Month
New rate \$ 30.08	X 722.00 = \$ 21,717.76
Old rate \$ 29.08	X 722.00 = \$ 20,995.76
Difference \$ 1.00	
Current Revenue per month	\$ 94,758
	0.76%

CPI calculation for Hauling Portion	
Disposal Rate Adjustment	2.08%
Total % Increase	0.76%
	<b>2.84%</b>

	Residential Revenue	Commercial Revenue	% of Increase	Increase Amount
	\$ 41,763	\$ 52,995	2.84%	\$ 1,188.07
		<b>\$ 94,758</b>	2.84%	<b>\$ 1,507.58</b>
				<b>\$ 2,695.66</b>

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\_\_\_\_\_  
City Manager

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

**SUBJECT:**

Discussion and Possible Action Regarding Consent to the assignment of the Investment Advisory Agreement with Patterson & Associates to Meeder Investment Management, Inc.

REQUESTED BY: Yvonne Moreno, Finance Director

SUBMITTED BY: Yvonne Moreno, Finance Director

DATE SUBMITTED: March 17, 2021 FOR THE AGENDA OF: March 22, 2021

Expenditure Required: N/A

Available Funding: N/A

Attachments: Letter from Patterson and Associates dated March 10, 2021

**SUMMARY STATEMENT:**

- Linda Patterson advised the City that Meeder Investment Management, Inc. (“Meeder”) has acquired her company, Patterson & Associates. Ms. Patterson has indicated that Meeder is acquiring P&A’s operational assets, including assignment of the advisory agreement between the City of Lampasas and P&A. Ms. Patterson indicates that this will not affect the continued investment management of the City and her staff will now be a part of “Meeder” as they will continue to manage the investment funds and maintain all operational services.
- Pursuant to the Investment Advisers Act of 1940, Patterson and Associates must obtain the City’s consent to the assignment of the advisory agreement to Meeder Investment Management, Inc.

**Recommendation:** Staff asks that Council approve the consent to assign the City’s advisory agreement to Meeder Investment Management, Inc.



Barton Oaks Plaza II  
901 South MoPac Suite 1900  
Austin Texas 78746  
t 800.817.2442  
f 512.320.5041  
w www.patterson.net

March 10, 2021

Ms. Yvonne Moreno  
Finance Director  
City of Lampasas  
312 East Third Street  
Lampasas, TX 76550

Dear Yvonne:

I hope you found our news of the upcoming change at Patterson & Associates ("P&A") as exciting and positive as I do. We look forward to a continued long relationship with all our clients, especially since it will mean no real change to my relationship with you, our services or our level of service.

As noted in our recent telephone conversation and email, we have finalized the agreement between P&A and Meeder Investment Management, Inc. ("Meeder") whereby Meeder is acquiring P&A's operational assets, including assignment of the advisory agreement between the City of Lampasas and P&A, dated as of 09/29/14 to Meeder Public Funds, Inc., Meeder's SEC registered investment adviser subsidiary.

For more information on Meeder Public Funds, Inc., please review Meeder Public Funds' ADV and the Meeder Privacy Policy, which are available at:

<https://www.meederinvestment.com/Resources/Literature> and  
<https://www.meederinvestment.com/About/Privacy-Policy>,  
or by visiting <https://adviserinfo.sec.gov>.

***Pursuant to the Investment Advisers Act of 1940, as amended, we must obtain your consent to the assignment of our agreement to Meeder Public Funds, Inc.***

Please note that this assignment will not affect the continued investment management of your portfolio(s) at all. I, along with the full P&A staff, will now be part of the Meeder team and will continue to manage your funds, provide the same comprehensive reporting, provide the complete treasury consulting, and maintain all operational services at the high standards to which you expect from P&A. I will remain as President. In addition, you will have the combined expertise of two well-respected organizations with over 75 years of public funds advisory experience.

Please contact me if you have any questions. And, thank you for your prompt reply to this consent request.

Sincerely,



Linda T. Patterson  
President

**By signing below, you (a) consent to the assignment of your investment advisory agreement with P&A to Meeder Public Funds, Inc., and (b) acknowledge receipt of Meeder Public Funds, Inc.'s Form ADV and Meeder's Privacy Policy available using the links above and consent to the electronic delivery of the same as provided herein and in the future:**

**City of Lampasas**

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**Signature**

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**Printed Name**

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City Manager

ITEM NO. 7.10

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

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**Subject:**

Discussion and Possible Action regarding 2021 Consumer Price Index (CPI), adjustment to Municipal Telecommunications Right-of-Way access line rates.

Requested By: Yvonne Moreno, Finance Director

Submitted By: Yvonne Moreno, Finance Director

Date Submitted: March 17, 2021

For the Agenda of: March 22, 2021

**Procurement and Funding Statement:**

N/A

Attachments:

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**Summary Statement:**

This item is considered annually by Council as a pass through rate to telephone customers. For the past eight years the City has opted not to increase access line rates to consumers and due to the relative small impact, staff recommends no action.

**Recommendation:**

No action or to consider a motion not to raise Right-of-Way access line rates.



# Public Utility Commission of Texas

1701 N. Congress Ave., PO Box 13326, Austin, TX 78711-3326

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## 2021 CONSUMER PRICE INDEX (CPI) ADJUSTMENT TO MUNICIPAL TELECOMMUNICATIONS RIGHT-OF-WAY ACCESS LINE RATES

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March 9, 2021

### PURPOSE

This letter is to notify you that your city's 2021 maximum access line rates have increased by 0.4820% due to inflation, as measured by the CPI. This adjustment has been made pursuant to Chapter 283 of the Local Government Code (House Bill 1777).

### DEFAULT RATES FOR 2021: NO CHANGE

Based on the choice made by your city in April 2020, your city's 2021 rate will either be adjusted for inflation, or will remain the same as your 2020 rate. According to our records, when similar CPI adjustments were made in April 2020, you opted NOT to adjust your rates for inflation, (i.e. you chose LESS than the maximum allowable CPI-adjusted rates). Therefore, your 2021 rates will REMAIN at your 2020 level and your rates will NOT increase. You have the option to refuse this default rate and request an increase in rates by taking the action explained below.

### ACTION BY CITY: TO REQUEST AN INCREASE

(1) You do not have to respond if you desire to keep your 2021 rates at the 2020 levels. (2) Respond ONLY if you want an INCREASE from the 2020 rates. (3) To request an increase, notify the PUC using page 2 of this letter no later than April 30, 2021. (4) The PUC does not require City council authorization; however, if your city charter requires it, please do so immediately. (5) Verify your contact information and highlight any changes. (6) Make a copy of this document.

### WHAT HAPPENS IF A CITY DOES NOT RESPOND BY APRIL 30, 2021?

If a city does not respond by April 30, 2021, the rates for your city will remain at the 2020 levels. The next opportunity to adjust your rates will be September 1, 2021.

### WHAT HAPPENS NEXT?

The PUC will notify telephone companies of your desired rates and you will be compensated accordingly no later than July 1, 2021.

### FUTURE REVISIONS TO CPI

The access line rates will be revised annually in March depending on whether the CPI changes for the previous year. If the CPI changes for the year 2021, you will receive a similar letter in 2022.

See over...

**City of Lampasas**

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**SECTION 1: Your new 2021 CPI adjusted maximum rates are as follows:**

**Residential:** \_\_\_\_\_ \$1.78      **Non-Residential:** \_\_\_\_\_ \$4.03      **Point-to-Point:** \_\_\_\_\_ \$5.06

**SECTION 2: Your default rates for 2021 are as follows and are the same as your 2020 rates.**

**Note: This is lower because you have chosen to do so previously.**

**Residential:** \_\_\_\_\_ \$1.23      **Non-Residential:** \_\_\_\_\_ \$2.83      **Point-to-Point:** \_\_\_\_\_ \$4.31

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**To increase your default rates by any amount up to your 2021 maximum rates shown in SECTION 1, notify the PUC by completing the section below. You can mail or fax this page to the PUC. To accept rates in SECTION 2, no action is required.**

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I \_\_\_\_\_, Title \_\_\_\_\_, am an authorized representative for the City/Town/Village of \_\_\_\_\_. The City declines to accept the default rates indicated in SECTION 2 above. Instead, we choose the following rates:  
Residential \_\_\_\_\_; Non-Residential \_\_\_\_\_; Point-to-Point \_\_\_\_\_.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Other Comments:

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<p><b>HOW TO RESPOND</b> Mail: Stephen Mendoza Public Utility Commission P.O. Box 13326 Austin, TX 78711-3326</p>	<p><b>INQUIRIES</b> Inquiries only. NOT for sending your response. HB1777@puc.texas.gov Phone No: 512-936-7394</p>
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Or FAX to Stephen Mendoza at: 512-936-7428

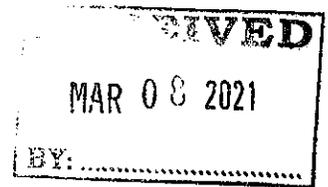
**CITY CONTACT INFORMATION**

Please notify us if the contact information we have on file for your city has changed. Thank you.

Phone No. 1: (512) 556-6831  
Phone No. 2: \_\_\_\_\_  
Fax No: (512) 556-2074  
Email: yvonne@cityoflampasas.com

**Address**  
  
YVONNE MORENO FINANCE DIRECTOR  
or current city official responsible for right-of-way issues  
CITY OF LAMPASAS  
312 EAST THIRD ST  
LAMPASAS TX 76550

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## NOTICE OF RATE CHANGE REQUEST

On March 4, 2021, CenterPoint Energy Houston Electric LLC (“CenterPoint Houston”) filed its Application for Interim Update of Wholesale Transmission Rates pursuant to 16 Tex. Admin. Code (“TAC”) § 25.192(h). CenterPoint Houston’s Application seeks an interim adjustment to the previously approved transmission cost of service and wholesale transmission rate due to transmission investment in excess of the level currently authorized in rates. If approved, the total rate base interim increase above the currently approved baseline will be \$80,227,405, with a total revenue requirement interim increase of \$9,275,421 above the currently approved baseline, and an updated interim transmission annual rate per kW of \$5.618587. The proposed interim revenue requirement increase represents an approximate 2.4% increase in CenterPoint Houston’s wholesale transmission revenue requirement above the currently approved baseline. CenterPoint Houston has requested an effective date for the interim wholesale transmission rate of no later than 60 days after the filing date. The Application also seeks approval for the removal of the Oklahoma exemption language in CenterPoint Houston’s wholesale transmission rate schedule.

Because the Application requests a revision to CenterPoint Houston’s wholesale transmission rate to reflect changes in its invested capital, affected customers include all distribution service providers and other entities who pay wholesale transmission charges pursuant to the Substantive Rules of the Public Utility Commission of Texas (the “Commission”).

A complete copy of CenterPoint Houston’s Application is available for inspection at 1111 Louisiana, Houston Texas, 77002.

Persons who wish to intervene in or comment upon these proceedings should notify the Commission as soon as possible, as an intervention deadline will be imposed. 16 TAC § 25.192(h)(4)(A) establishes an intervention deadline of 21 days from the date service of notice is completed. A request to intervene or request for further information should be made to the Public Utility Commission of Texas, P.O. Box 13326, Austin, Texas 78711-3326 and reference Docket No. 51869. Further information may also be obtained by calling the Public Utility Commission of Texas at (512) 936-7120 or (888) 782-8477. Hearing-and-speech-impaired individuals with text telephones (TTY) may contact the commission at (512) 936-7136.

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