

**NOTICE OF REGULAR MEETING OF THE GOVERNING BODY
OF THE CITY OF LAMPASAS, TEXAS
CALVERT MUNICIPAL BUILDING
CITY COUNCIL CHAMBERS
302 E THIRD STREET
Monday, June 28, 2021
5:30 p.m. Workshop Session
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, June 28, 2021 in the Calvert Municipal Building located at 302 E Third Street, Lampasas, Texas. The City Council of Lampasas, Texas reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed, as authorized by the Texas Government Code sections 551.071 (consultation with attorney), 551.072 (deliberations about real property), 551.073 (deliberations about gifts and donations), 551.074 (personnel matters), 551.076 (deliberations about security devices), 551.087 (economic development), and Section 551.086 (Relating to the authority of public power utility governing bodies to deliberate regarding competitive matters).

WORKSHOP SESSION

1. Call to order Workshop Session
2. Discussion and updates related to COVID-19 Pandemic. *(pgs. 5-6)*
3. Discussion regarding draft Livestock/Fowl Ordinance and Debriefing from Town Hall. *(pgs. 7-38)*
4. Discussion regarding the July 7, 2021 Draft Agenda for the City Council Work Session. *(pgs. 39-40)*
5. Discussion regarding any item on the regular agenda
6. Adjourn Workshop Session

REGULAR SESSION

ANNOUNCEMENTS

- A. Call to Order
- B. Invocation and Pledge of Allegiance
- C. Presentations and Proclamations
 - Flint Geagley- 35 years
 - Lewann Turner- 5 years

	PUBLIC HEARINGS/CITIZEN COMMENTS	PAGES
1.1	Citizen comments – Any citizen who desires to address the City Council on a matter not included on the Agenda may do so at this time. The City Council may not deliberate on items presented under this Agenda Item.	N/A
1.2	Citizen comments- Any citizen who desires to address the City Council on a matter that is included on the Agenda may do so at this time.	N/A
2.0	MINUTES	PAGES
2.1	Discussion and possible action concerning approval of minutes of the Town Hall and Regular Meeting on June 14, 2021	41-52

3.0	CONSENT AGENDA	PAGES
3.1	Discussion and possible action regarding the second reading of an Ordinance for a Specific Use Permit for property described as Lot 3, Block 8, Hanna Springs Addition, commonly known as 206 N Chestnut, Lampasas, Texas Lampasas County to allow for a Storage Building in an area zoned Retail.	53-56

4.0	BOARDS/DEPARTMENT REPORTS	PAGES
4.1	<ol style="list-style-type: none"> 1. Information Systems Monthly Report 2. Library Monthly Report 3. Golf Course Monthly Report 4. Municipal Court Monthly Report 5. City Secretary Monthly Report 6. Utility Billing and Collections Monthly Report 7. Public Works Monthly Report for Electric, Streets, Water/Wastewater 8. Police Department Monthly Report 9. Building Official Monthly Report 10. Economic Development Monthly Report 11. Fire Department Monthly Report 12. Parks and Recreation Monthly Report 	57-90
5.0	ROUTINE MATTERS	PAGES
5.1	City Manager's Operational Report <ul style="list-style-type: none"> • Comp Plan • Rehearing • Senator Buckingham • Pre-Treatment • CIP Committee • Development • Spring Ho • Business Park • Anniversaries 	91-94
5.2	MAYOR'S COMMENTS	N/A

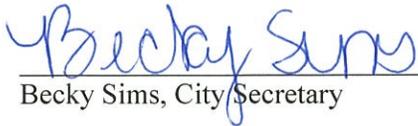
6.0	UNFINISHED BUSINESS	N/A
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7.0	NEW BUSINESS	PAGES
7.1	Discussion and possible action regarding the replacement of the Irrigation System at the 580 Sports Complex.	95-100
7.2	Discussion and possible action regarding the approval of the Voluntary Annexation Ordinance of Hillside Acres Subdivision.	101-108
7.3	Discussion and possible action regarding the first reading of the Livestock and Fowl Ordinance	109-110
7.4	Discussion and possible action regarding the Request for Proposal seeking qualified commercial prospects to build, expand or relocate their business to the Lampasas Industrial Park	111-116
7.5	Discussion and possible action regarding use of 580 Sports Complex for the Annual Lampasas County Area Go Texan BBQ Cook-off to be held on October 9, 2021.	117-124

7.6	Discussion and possible action regarding renewal of the City's Health Insurance Coverage for City Employees with Scott & White Plan for October 1, 2021 to September 30, 2022 and authorize the City Manager to execute related documents.	125-126
7.7	Discussion and possible action regarding lease agreement renewal with Quadient and a new IX-5 AF Mailing System.	127-134
7.8	Discussion and possible action regarding the proposed Joint Use Agreement between the City of Lampasas and Southwestern Bell Telephone Company DBA AT&T Texas.	135-168

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 25th day of June 2021 at 2:30 p.m.



 Becky Sims, City Secretary

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City Manager

ITEM NO. WORKSHOP-2

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

Subject:

Discussion and updates regarding COVID-19 Pandemic

Requested By: Finley deGraffenried, City Manager

Submitted By: Jeff Smith, Fire Chief

Date Submitted: June 23, 2021

For the Agenda of: June 28, 2021

Procurement and Funding Statement:

Attachments:

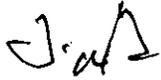
Summary Statement:

This item is placed on the Workshop Agenda to provide updates and discussion regarding reporting for COVID-19.

Recommendation:

Discussion, updates and direction from Council

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City Manager

ITEM NO. WORKSHOP-3

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

Subject:

Discussion regarding Final Draft Livestock/Fowl Ordinance and Debriefing from Town Hall

Requested By: Sammy Bailey, Police Chief

Submitted by: Sammy Bailey, Police Chief

Date Submitted: June 23, 2021

For the agenda of: June 28, 2021

Procurement and Funding Statement:

N/A

Attachments: Livestock/Fowl Ordinance

Summary Statement:

This item has been placed on the workshop agenda for Council consideration in accepting the refined Ordinance based on feedback from the City Attorney, City Council and citizens. Workshops were held on April 26, May 10, and May 24. The Police Chief and Animal Control Officer have reached out to those who may be affected, spoken with concerned citizens, researched other municipalities, proposed legislation and sought out other entities for guidance. A Town Hall Meeting was held on June 14, 2021 to obtain citizen feedback, where seven (7) citizens were in attendance. There is a corresponding action item on the regular agenda for Council consideration to approve the first reading of the Ordinance.

Recommendation:

Discussion only.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LAMPASAS, TEXAS, AMENDING CHAPTER 10 (ANIMAL CODE, ARTICLE III, "LIVESTOCK" SECTIONS 10-145 THRU SECTIONS 10-175 CODE OF ORDINANCES BY ADDING, REORGANIZING AND UPDATING PROVISIONS THEREIN TO COMPLY WITH STATE LAW; REPEALING OBSOLETE, DUPLICATIVE, INEFFECTIVE AND UNNECESSARY PROVISIONS AS THEY PERTAIN TO THE CODE OF ORDINANCES WITHIN THE CITY OF LAMPASAS, AS THEY PERTAIN TO LIVESTOCK REGULATIONS, EXEMPTIONS, ENFORCEMENT, FINES; PROVIDING A SAVINGS AND SERVABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lampasas is granted authority by the State of Texas to safeguard the health, safety, and general welfare of the City and its citizens; and

WHEREAS, the City of Lampasas, Texas as a Home Rule Municipality, located in Lampasas County, Texas, is enabled by its Charter and the laws of Texas to enact local legislation related to animal control, including regulations pertaining to livestock; and

WHEREAS, after receipt of citizen complaints to the City of Lampasas and following the Lampasas Police Department's careful study and evaluation of the complaints alleged, the Chief of Police has recommended that the City Council amend the City's Code of Ordinances related to the livestock control, identified as Chapter 10, Article III - Livestock, 'Specific Definitions, Regulations, Enforcement and Fines', to detail regulations related to keeping, managing and raising livestock within the corporate jurisdiction of the City of Lampasas; and

WHEREAS, based upon the recommendations from the Chief of Police, the City Council now recognizes that citizens will benefit from the provisions set forth herein, including those related to managing and handling of animals, to include livestock, which may pose a health, safety, general welfare risk and cause a nuisance to those within close proximity of certain livestock;

WHEREAS, the City Council of the City of Lampasas deems it necessary and in the best interest of the safety, health and wellbeing of the citizens of Lampasas to amend the City's Code of Ordinances, Chapter 10, 'Animal Code', 'Article III Livestock' providing for definitions, detailing specific livestock regulations, exemptions, and enforcement of same, and providing for fines related to violations of the amended Code provisions, to be applicable within the corporate boundaries of the city of Lampasas,

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

SECTION 1. The City of Lampasas' Code of Ordinances, Chapter 10, Animal Code, Article III, Livestock, is amended to read as follows:

It is the intent and purpose of this chapter to provide a safe and healthy environment within the city for both people and animals with the recognition that while persons may own and keep animals within the city, the conduct of those animals should be controlled for public safety and, further, the conditions in which animals are kept should be the responsibility of the owners and should be appropriate and humane so as to protect the animals, but also avoid nuisances and infringement on the peace and enjoyment of surrounding property, homes and owners.

Section 10-145.-Definitions

Terms used in this chapter shall have the meanings ascribed to them in the Texas Health and Safety Code, Texas Agriculture Code, and the City of Lampasas Code of Ordinances. If the term is not defined herein or in those laws, it shall have its commonly understood meaning.

Abandoned Animal: An animal that has been left behind, alone (without and know owner), without proper care or feeding, or an animal that has been permitted to be left in circumstances which might cause harm to the animal. See also Section 10-148 for further description.

Agricultural "AG" Exempt Property: Property that has been given the designation by the Lampasas Appraisal District as 'Agriculture Exempt'. This includes land that is primarily being used – and has been used for at least five of the past seven years – for agricultural purposes. For purposes of this definition, 'agricultural purposes' include crop production, livestock management, and beekeeping with hives maintained in agricultural quantities, and similar recognized agricultural activities.

Animal: An animate being that is not human and has the power of voluntary action,

- a. *Small Animal:* Small animals that are kept domestically, including but not limited to rabbits, guinea pigs, rats, mouse/mice, hamsters, or gerbils.
- b. *Noisy Animal:* Animals that make a noise that is disruptive, annoying, or disturbing to a person of normal sensibilities.
- c. *Wild Animal:* Any mammal, amphibian, reptile or fowl which is of a species that is wild by nature and of a species which due to size, vicious nature or other characteristics is dangerous to human beings but shall not include raptors and falcons that are licensed or that are properly permitted by the State of Texas. Such as, but not limited to lions, tigers, leopards, panthers, bears, wolves, raccoons, skunks (whether deodorized or not), apes, gorillas, monkeys, foxes, elephants, rhinoceroses, crocodiles, alligators and all forms of venomous reptiles, but such terms shall not include animals that are expressly allowed to be kept by owners as domestic animals, as per this chapter.

Animal Control/Care Officer: A person designated by the state, or the city, who is qualified to perform the duties related to control and care of animals pursuant to the laws of the state and the ordinances of the city.

Livestock Animal Rescue Organization: Any not-for-profit organization that has and maintains current tax exempt status, under Section 501 (c) (3) of the United States Internal Revenue Code, which rescues and places animals in foster or permanent homes. The term 'Animal Rescue Organizations' does not include any entity that breeds animals, or any entity that in exchange for payment, barter, or compensation of any type or kind, obtains or relinquishes any animal 'for sale'. Animal Rescue Organizations may ask adoptive owners for reimbursement of the actual required medical and administrative fees related to the adopted animal.

At Large: Any animal, including fowl and livestock, that is not restrained by some physical means to the premises of its owner or caretaker is deemed to be 'at large'. However, an animal, fowl, or livestock shall not be considered 'at large' when held and controlled by some person by means of a leash, chain of proper strength and length, or other proper restraint that safely and adequately controls the actions of the animal, fowl, or livestock, including while confined within a non-open bed vehicle or secured by a rope, leash, chain, pen, or cage in any open bed vehicle. Further, an animal shall not be considered 'at large' when participating in a show, competition or training program which is approved by the City Council of Lampasas.

Barnyard Animal: A cow, calf, steer, bull, or other animals in the bovine family; a chicken, goose, turkey, or ducks, or other fowls in the Galliformes order; a horse, mule, donkey, or other animal of the equine family; a lamb, sheep, ewe, or other animals in the ovine family; or a goat, kid, or buck, or other animal in the caprine family; or hogs, pigs and swine, or other animals in the porcine family; rabbits, does, kits or other animals in the leporidae family.

Caretaker: A person is subject to this chapter as the 'caretaker' of an animal and is presumed to be responsible for the control and care of the animal if the person: (1) is the owner, or lessee of the yard, pen, pasture, or place in which the animal is located, and/or has control of the place, or (2) exercises care or control over the animal. This section includes any person or persons owning, possessing, harboring, keeping, routinely feeding/watering or sheltering any animal.

Department: The Lampasas Police Department.

Enclosure: A pen, cage, coop, loft, stable, shed, structure or enclosure used to house a bird, fowl, livestock, or other animal.

Fowl: Any heavy bodied, terrestrial bird of the order of *Galliformes*, including but not limited to chickens, ducks, geese, pheasants, turkeys, grouse, guineas, or other common domestic fowl. The term specifically includes the following:

- a. *Pullets-* immature hens

- b. *Cockerels*- immature male chicken
- c. *Exotic Fowl* - any avian species that is not indigenous to this state. The term includes ratites (see definition below) but does not include a bird defined by Section 64.001, Parks and Wildlife Code, as a game bird or any other indigenous bird regulated by the Parks and Wildlife Department as an endangered or threatened species. The term does not include nonindigenous birds located on publicly owned land.
 - 1. *Ratites* -birds with a flat breastbone (lacking a keel on the breastbone), particularly of the various, mostly flightless birds, such as an ostrich, rhea, emu, moa, or kiwi, that also have small or rudimentary wings.
- d. *Game Fowl* - birds of any various strains of domestic or feral fowl that has been bred or trained chiefly with the intent of fighting or using the bird in the activity commonly referred to as 'cockfighting'.

Grandfathered Animals: Animals that are exempted from the permitting required by this chapter, granted at the city's sole discretion, based on circumstances that related to cases when livestock was kept and managed by the current owner, within the city's corporate limits, prior to the adoption of the code requiring a permit for keeping the animals.

Habitual Public Nuisance Violator: An animal owner/caretaker ticketed with three violations of this chapter, within a contiguous twelve (12) month period, is deemed to be a Habitual Public Nuisance Violator.

Humane Organization: A non-profit organization which provides for the care and custody of sick, injured, lost, abandoned or estrayed animals that are kept only for the recovery of the animal or relocation of the animal and which may provide veterinary services for the care of animals while in their temporary custody.

Impound: The placement of an animal in the Lampasas Animal Shelter or in a location that the city may deem appropriate or necessary for the care of the animal and/or taking control over and custody of an animal for the purpose of transporting the animal to an animal care facility.

Livestock: Includes, regardless of age, sex or breed, horses, consisting of all equine species; cows consisting of all bovine species; sheep consisting of all ovine species, llamas; goats consisting of all caprine species; and, pigs, consisting of all species of swine, pig, consisting of all porcine species. These include but are not limited to; cow, horse, swine, mule, sheep, goat, llama, alpaca, exotic livestock, elk, hogs, bison, buffalo, and any hybrid thereof, unless otherwise defined. Chickens and rabbits are livestock but defined as poultry.

Exotic Livestock: Grass-eating or plant-eating, single-hooved or cloven-hooved mammals that are not indigenous to this state and are known as ungulates, including animals from the swine, horse, tapir, rhinoceros, elephant, exotic deer breeds, and antelope families but not including a mammal defined by Section 63.001, Parks and Wildlife Code, as a 'game animal', or by Section 71.001, Parks and Wildlife Code, as a 'fur-bearing animal',

or any other indigenous mammal regulated by the Parks and Wildlife Department as an 'endangered or threatened species'. The term does not include a nonindigenous mammal located on publicly owned land.

Owner: A person owning, keeping, harboring, routinely feeding/watering, sheltering or acting as custodian or caretaker of an animal and includes:

- a. A minor's parent, guardian, or another adult with whom the minor resides, if the minor owns the animal.
- b. *Temporary owners, who are defined to be* individuals who find an animal at large, who have the animal for fewer than thirty (30) days, and who have or is attempting to identify and locate the animal's true owner.

Performing Animal Exhibition: Any spectacle, display, act or event, circuses and rodeos, temporarily in the city of Lampasas, in which livestock is a part of will not require a livestock permit.

Pet or Companion Animal: Any animal kept for pleasure, social companionship, or enjoyment, rather than for utility, labor, service or commercial purposes, including animals of species that have been bred and raised to live in or about the habitation of humans and are dependent on people for food and shelter. The term specifically includes, but is not limited to, domesticated dogs, domesticated cats, canaries, parakeets, parrots, cockatiels and other birds commonly maintained in households in cages, hamsters, ferrets, gerbils, guinea pigs, pot-bellied pigs, turtles, reptiles, snakes, and domesticated rabbits. *For purposes of this chapter, "livestock," "fowl," and "urban chickens" as defined herein shall not be considered pets or companion animals.*

Potbellied Pig: Pot-bellied pigs are a type of small, domesticated pig with a lighter band around its middle, native to Vietnam. They are small weighing about 80 to 150 lbs. and about 16 to 20 inches at the shoulder. They may be considered a pet depending on their lifestyle; such as it has been bred and raised to live in or about the habitation of humans and are dependent on people for food and shelter.

Poultry: All domesticated Fowl which are kept in captivity. Poultry is defined as a live or dead heavy bodies, terrestrial birds, not including domesticated pet or companion birds. Ratites are not considered poultry. The USDA classifies rabbits as poultry, for the purpose of this Ordinance they will be classified as the same.

Public Nuisance Animal: Includes Livestock and Fowl, but is not limited to Livestock and Fowl, and refers to any animal identified and regulated by this chapter that:

1. Is found at large on three (3) occasions within any contiguous twelve (12) month period; or
2. Damages the property of anyone other than its owner, including, but not limited to, soiling, urinating or defecating on private property owned or controlled by someone other than the animal's owner/caretaker, so long as the animal is found to have caused substantial damage or inconvenience by doing so; or

3. Molests, chases, harms or intimidates pedestrians or passersby; or
4. Chases vehicles, including bikes, skateboards, motorized cars, trucks, or other wheeled toys or vehicles; or
5. Excessively makes disturbing noises, including, but not limited to continued and repeated howling, barking, whining, or other animal sound or utterance that causing unreasonable annoyance, disturbance, or discomfort to neighbors or other humans in proximity to the premises where the animal is kept or harbored; including:
 - a. Any animal/fowl that barks, whines, howls, crows or makes other noise in an excessive, continuous startling manner, so to interfere with the reasonable use and enjoyment, if the premise/s occupied by humans within 500 feet of the premise/s.
 - b. If noises described in (a) supra, occur between 11:00 p.m. and 6:00 a.m., it shall be prima facie evidence that the noise is 'unreasonable' and interferes with the use and enjoyment of premise/s occupied by humans within 500 feet of the animal making the noises.
 - c. It shall be a defense to prosecution for noise and disturbance by an animal, if it is shown that a person, other than the owner/caretaker of the animal provoked or taunted the animal and the noise was made as a reaction to that provocation.
6. Causes fouling of the air by odor and thereby creates unreasonable annoyance, disturbance, or discomfort to neighbors or others in close proximity to the premises where the animal is kept or harbored, including, but not limited to:
 - a. Any animal/s, enclosure/s, object/s, place/s, or condition/s (such as fecal matter, garbage, or other organic wastes) that is a potential instrument or medium for odor and disease transmission,
 - b. Any dead animal/s not lawfully disposed of and removed from the premise/s within 24 hours of its death,
 - c. A condition or place that is a breeding ground for flies, mosquitoes, or similar disease vectors,
 - d. An infestation of fleas, lice, ticks, or similar pests, or
 - e. Any condition that encourages or causes the harboring of rats, mice, rodents or similar vermin.
7. Is a dangerous animal that is not confined as required by the law, city ordinance, or by an Animal Control/Care officer; or
8. Is an animal that is diseased and dangerous to public health; or
9. Molests, chases, threatens or attacks humans or other animals.

Public Nuisance:

1. Maintaining any animal specified in this chapter and/or property in a condition that is unsanitary, or kept with a lack of cleanliness that poses a danger to the public health, welfare, or safety of the animal(s) housed thereon, or failing to maintain animal/s in a manner that reduces the probability of transmission of disease, including but not limited to:
 - a. Animal/s, enclosure/s, object/s, place/s, or condition/s that contain or are surrounded by fecal matter, garbage, rotten feed, or other organic wastes in a volume that is a potential instrument or medium for odor and disease transmission.
 - b. Any dead animal/s that are not lawfully disposed of and removed from a premise/s within 24 hours of the animal's death.
 - c. A condition or place that is a breeding ground for flies, mosquitoes or similar disease vectors.
 - d. Flea, tick or lice infestations.
 - e. Any condition that encourages or causes the harboring of rat/s, mice, other rodents or vermin.
2. Maintaining or causing conditions that are unsanitary in enclosures or immediate surroundings where the animal is kept or harbored. If animals are found to be kept in areas where manure or animal droppings have accumulated for a period of three (3) days (i.e., 72 hours), it shall be prima facie evidence that the enclosure/surroundings/environment is unsanitary and lacks cleanliness.
3. Maintaining or causing conditions that are offensive or dangerous to the public health, safety, or welfare by virtue of the number and/or types of animals maintained thereon, or that are maintained in violation of this chapter.

Recognized Educational Agricultural Programs: Any agricultural, vocational, school or other educational or county fair/livestock show projects involving raising, feeding, and/or maintaining livestock, conducted within the city limits, includes 4-H Club, Future Farmers of America.

Grazing for Brush Control: An activity by any entity that rents out grazing animals, primarily goat herds, for the purposed of clearing property and land of brush, weeds, unwanted grass or vegetation.

Single Family Residential Lot: A parcel of subdivided land, in the city, that is zoned for use and construction of one building, designed for and containing not more than two separate units, with facilities for living, sleeping, cooking, and eating therein. This type of parcel designation does not include condominium uses.

Temporary Permit: Permits that are issued by authorizes that last for only a short, limited period of time; i.e., not permanent. A temporary permit may be issued pursuant to this chapter, and shall be valid for the number of days stated thereon, not to exceed 15 consecutive days. No person may apply for more than three (3) temporary permits within any consecutive twelve (12) month period.

Urban Chicken: A species of chicken known as Gallus Domesticus, also referred to as the common chicken. *Urban* chickens are those fowl that are maintain in the city and suburban environment areas, pursuant to permits issued for same. *See also Poultry.*

Veterinarian: A person who is duly licensed to practice veterinary medicine by the state board of veterinary examiners.

Wildlife: A general term for all wild, untamed animals. These include, but are not limited to, deer, birds, wild birds; such as geese and ducks, raccoons, opossum, skunks, feral hogs, porcupine, squirrels, coyotes, bats, alligators, bears, herons, mountain lions, nutria, bob-cats, etc.

Section 10-146.- Responsibility for Enforcement; Police Powers

1. The City of Lampasas authorizes the Lampasas Police Department, its employees of the Animal Control Division, the Lampasas Animal Shelter and Peace Officers to have the powers and authority to enforce federal, state, and local ordinances relating to animals, fowl, livestock, and wildlife.
2. No person shall interfere in any manner or give false information to the above-stated employees in the performance of their duties.
3. It shall be unlawful for any person to interfere with or hinder any employee of Lampasas Police Department in the discharge of his or her duties as provided in this chapter.
4. It shall be unlawful for any person to fail to obey a lawful order of an Animal Control Officer, their authorized designee, or other authorized city official with enforcement authority, if such failure interferes with or hinders such Officer in the discharge of his or her official duties. For purposes of this subsection, the term "lawful order" shall be strictly construed and shall include only such orders that relate directly to matters of substantial importance in the discharge of the official duties regarding animals and animal welfare.
5. It is an affirmative defense to this subsection that failure to obey the lawful order did not interfere with or hinder the duties of those authorized in this chapter to perform such duties.

Sec. 10-147. Entry onto Private Premises

If a person keeping animals, fowl, livestock or wildlife within the city, in or on private premises, after request of the persons mentioned in Section 10-146, refuse to allow access to the area or places of keeping of such animals fowl, livestock or wildlife, in or on the private premises, the Animal Control Officer and/or Peace Officer shall seek the necessary court authorization to enter the private premises.

If the person keeping animals, fowl, livestock within the city has been issued a permit, exemption, waiver, or temporary permit, that exemption, waiver or permit of any kind is revoked, if access is refused by any person have care, custody, or control over the animals to the area or places in or on the private premise where animals or kept.

If the Animal Control Officer or Peace Officer determines that the life of the animal is in imminent danger, the Animal Control Officer may enter the area housing the animals located on the exterior of the property, if animals are present there, on the private premises, for the purpose of correcting a threat to an animal's life.

The City of Lampasas Animal Control shall not issue permits, exemptions, waivers or temporary permits for wildlife. Wildlife permits can be issued by the Department of Texas Parks and Wildlife for wildlife rehabilitation, research purposes, etc.

Section 10-148: Abandoned Animal; Impoundment

1. It shall be unlawful for any person to abandon, leave, or turn any animal loose within the city limits of Lampasas.
2. Any animal left without proper food, water, or shelter (if shelter is necessary) for more than three (3) days (i.e., a 72 hour period) and/or any animal left in conditions that endanger the health, life, and safety of the animal is deemed to be 'abandoned' by its owner(s) and caretakers.
3. Animal Control or a Police Officer, or any other authorized agent of the city may impound any abandoned animal.

Section 10-149. Running at large; Impoundment

It shall be unlawful for the owner handler or caretaker of any livestock or fowl, including but not limited to:, cows, horses, mules, jacks or jennets, hogs, sheep or goats, to permit such animals to run at large, or be at large within the city limits.

1. Any Animal Control Officer or Peace Officer shall take up and impound animal(s) found by them or by any other person to be running at large in the city's corporate limits.
2. Animals found at large and impounded shall be turned over to the Lampasas Animal Shelter, or other authorized shelter.

Section 10-150.-Keeping of Animals

Animals as defined in this chapter that are not prohibited shall be allowed to be kept in the territorial limits of the City of Lampasas, subject to the following conditions.

1. Owners shall obtain annual permits for animals regulated by this chapter by application made through the Lampasas Animal Control Officer.

2. The city allows eight (8) rabbits, and/or eight (8) fowl, for a combined total of eight (8) fowls and rabbits, to be kept per residential lot. The number of animals, including fowls/rabbits may increase, thereafter, as the property size increases, as set forth in this chapter in Section 10-151.
3. No pens, enclosures, hutches, cages or other structures for any animal in this chapter will be permitted within twenty five (25) feet of any adjoining residentially zoned property, or any building used for human habitation that does not belong to the owner of such animals.
4. An exemption to the enclosure distance restriction will be provided to the animal owner in cases where animals regulated by this chapter were present on the owner's property prior to the construction of the buildings for habitation on the adjoining property. This exemption shall apply only to the distance for animal enclosures and does not exempt the requirements for permitting and density restrictions, which become effective for all animals regulated by this chapter, effective January 1, 2022.
5. All animals shall be fed with a constant and adequate amounts of nutritious food and such food shall be provided to animals in a clean, sanitary manner.
6. All food used for poultry, fowl, rabbits, and grazing animals shall be kept in suitable containers with tightfitting covers, so as to be inaccessible to rats and other disease carrying rodents.
7. All animals shall be provided with clean, fresh, potable water in sufficient quantities to keep the animal/s hydrated for the existing environmental conditions.
8. No person shall possess, harbor, or maintain any type of animal in any area of the corporate limits of the city that is not zoned such as to allow the keeping of such animal/s; those zones shall be classified by the zoning ordinance as agricultural, residential and, in some instances, as commercial.
9. It shall be unlawful to possess, harbor, or maintain a Public Nuisance Animal in the city limits of Lampasas.
10. It shall be unlawful to "tie out," stake, or otherwise anchor or chain an animal outside, for more than three (3) hours within a 24-hour period. Additionally, any animal that is tied-out shall be provided water, food and adequate protection from the elements while tied-out.
 - a. Livestock shall not be staked out on a public street or in a public place. It shall be unlawful for any person to stake out, or cause to be staked out,

any horse, mule, jack, jennet, or animal upon the public streets or public places of the city.

- b. Herding animals or in the area known as the downtown area and in city parks shall be unlawful. It shall be unlawful for any person to herd or congregate any drove of horse, mules, cattle, sheep, or any other livestock upon the downtown area, school grounds, or any park within the city limits, without permission from the City of Lampasas.
 - c. It shall be unlawful for any person to leave any Livestock or animal hitched or tied to any vehicle within the city of Lampasas without the animal being guarded or fastened as to prevent it from entering the street and preventing the animal from escaping and running away.
 - d. It shall be unlawful for any person to hitch or tie, or cause to be hitched or tied any livestock or any animal to any type of post, stake, bench, sign, or fixture upon the sidewalks of the city.
 - e. It shall be unlawful for any person to tie, hitch or cause to be tied or hitched any livestock or animal to any tree, pole, fence, dumpster upon any sidewalk, public street or public alley and upon the downtown area of Lampasas.
 - f. A person may not stake any animal at a location or in a manner that allows the animal to graze on or reach a public property.
 - g. Exceptions to staking out, herding, and hitching provisions: This section is in no way intended to interfere with the temporary staking out, herding or temporary hitching of animals during parades, rallies, or other similar uses of public places in the city, which are authorized by the City Council and/or by city ordinance. Exceptions are allowed for extenuating circumstances that requires the immediate herding of loose or 'at large' animals being brought to a safe location.
11. All animals shall be provided with care and medical treatments for injuries, parasites, infestations, and diseases that is sufficient to maintain the animal in good health and minimize any suffering of the animal.
 12. When a structure is required for adequate shelter, then the structure shall:
 - a. Be large enough for the animal to enter, stand, turn around and lie down in a natural manner; and
 - b. Be large enough to prevent injury to the animal and keep the animal in good condition and
 - c. Keep the animal dry; and
 - d. Provides the animal with natural or artificial shade; and
 - e. Protects the animal from excessive heat or cold and other adverse weather conditions; and
 - f. Be adequately ventilated; and not confine the animal to an extent that it is forced to stand, sit, or lie in its own excrement.

13. The owner/caretaker of the animal shall ensure that both the animal, and the area/shelter provided for the animal a properly maintained to prevent odor, health or sanitation problems.
14. Fences for pens, corrals, fences and similar enclosures must be of a sufficient height and strength to retain animals and to safely keep the animals on the owner's property.
15. All poultry, fowl, and urban fowl shall be properly penned and contained and the containment area(s) for such fowl shall be at least twenty (20) square feet per fowl.
16. All rabbits and small animals shall be properly contained in pens, hutches, or areas that are at least nine (9) square feet per rabbit or small animal.
17. Electrical and barbed-wire fences are prohibited as perimeter fencing where animals are kept, except as perimeter fencing for containment of farm animals on property that is at least five (5) or more acres.

It is an affirmative defense to prosecution under this chapter that the animal's treatment was directed by a licensed veterinarian.

Section 10-151. Animal Density

Animals, barnyard animals and livestock come in many shapes and sizes. The amount of pasture needed to sustain animals, barnyard animals and livestock depends upon where they are kept, what type of livestock is kept, and the amount of forage available in the area that the animals, barnyard animals and livestock are kept. The City of Lampasas allows the following:

1. Permitted Livestock may be allowed in areas of the city limits of Lampasas as per the City's Code of Ordinances.
2. It shall be unlawful to keep, possess or maintain within the city of Lampasas any number or combination of animals/barnyard/livestock in a density that exceeds those set out in this chapter, without a waiver, exemption, or exception granted by the city, in writing.
3. It shall be unlawful to keep, possess or maintain within the city of Lampasas any number or combination of animals/barnyard/livestock in a density that exceeds animal unit/s per acre of land or causes health and safety issues to the animal or the public.

4. Animal Density Large Sized Animals.

1 Cow =1 animal unit per acre of land, not allowed on a residential lot up to one acre.

1 horse =1 animal unit per acre of land, not allowed on a residential lot up to one acre.

1 mule or burro=1 animal unit per acre of land, not allowed on a residential lot up to one acre.

5. Animal Density Medium Sized Animals:

8 miniature livestock =1 animal unit per acre of land

8 sheep= 1 animal unit per acre of land, ½ animal unit allowed on ½ acre of land.

8 goats=1 animal unit per acre of land, ½ animal unit allowed on ½ acre

6. Animal Density Small Sized Animals:

8 Fowl=1 animal unit per residential lot.

8 Rabbits=1 animal unit per residential lot.

(4.) Large Livestock Animal Chart

Large Animal per animal unit allowed on land	Animal unit allowed on One-half (1/2) acre.	1 Animal unit allowed on 1 acre	Animal units allowed on additional acres is 1 animal unit per acre. Chart Examples: 3 acres	Animal units allowed on additional acres is 1 animal unit per acre. Chart Examples: 5 acres	Ag. Exempt	Setback requirement of enclosure from residence other than owner/caretaker
Not allowed on one-half acre	Number of animals allowed	Number of animals allowed	Number of animals allowed	Number of animals allowed	Per exemption	
1 units 1 Cattle, Steer, bull or other ruminant	0	1	3	5	Per exemption	25 feet
1 unit 1 Horse, mule, donkey, or other equine	0	1	3	5	Per Exemption	25 feet
Above Off-Spring	0	Exempted until weaned	Exempted until weaned	Exempted until weaned	Per Exemption	25 feet
1 animal unit only with at least one acre of land: 1 Domestic Pot- Bellied Pig	0	1 Unit only	1 Unit only	1 Unit only	1 Unit only	25 feet

(5.) Medium Livestock Chart

Medium One-half (1/2) Animal Unit allowed on one-half (1/2) acre of land	$\frac{1}{2}$ acre $\frac{1}{2}$ animal unit per acre	1 acre 1 animal unit per acre	1 animal unit per acre. Chart Examples: 3 acres	1 animal unit per acre. Chart Examples: 5 acres	Per Exemption	25 feet
Allowable $\frac{1}{2}$ animal units	Number of animals allowed	Number of animals allowed	Number of animals allowed	Number of animals allowed	Per exemption	25 feet
1 animal unit 8 Sheep	4	8	24	40	Per Exemption	25 feet
1 animal unit 8 Goats	4	8	24	40	Per Exemption	25 feet
1 animal unit 8 Miniature Livestock	4	8	24	40	Per Exemption	25 feet
Above Off-Spring	Exempted until weaned	Exempted until weaned	Exempted until weaned	Exempted until weaned	Per Exemption	25 feet

(6.) Small Animal Livestock Charts

One (1) Animal Unit allowed up to one acre of land	Single Family Residential Lot	More than one Single Family Residential Lot	1 animal unit per acre. Chart Examples: Various Acres	1 animal unit per acre. Chart Examples: Various Acres	Per Exemption	25 feet
Fowl						
	Number of animals allowed	Per exemption				
1 animal unit of Fowl eight (8)	Eight (8)	Eight (8)	1 acre 8; 2 acres 16; 3 acres 24; 4 acres 32;	5 acres 40; 6 acres 48; 7 acres 56; 8 acres 64; 9 acres 72;	Per Exemption	25 feet
Roosters	Prohibited	Prohibited	Prohibited	Prohibited	Per Exemption	Not allowed
Above Off-Spring-	Exempted 4 months-Pullets @ 4 months considered part of an animal unit.	Exempted 4 months-Pullets @ 4 months considered part of an animal unit.	Exempted 4 months-Pullets @ 4 months considered part of an animal unit.	Exempted 4 months-Pullets @ 4 months considered part of an animal unit.	Per Exemption	25 feet
Males/Cockerels 4 months-	Prohibited after 4 months	Per Exemption				
Pigeons Registration/Permit required see 10-159 (4a)	See Fowl Above	See Fowl Above	See Fowl Above	See Fowl Above	Per Exemption	25 feet

(6.) Small Animal Livestock Charts Continued

One (1) Animal Unit allowed on one-half (1/2) acre of land	Single Family Residential Lot up to 1 acre	More than one Single Family Residential Lot up to 1 acre.	1 animal unit per acre. Chart Examples:	Additional Acres Chart Examples:	Per Exemption	25 feet
Rabbits						
	Number of animals allowed	Number of animals allowed	Number of animals allowed	Number of animals allowed	Per exemption	
1 unit 8 rabbits or small animal and one litter at any one time until they are weaned.	8 and one litter	8 and one litter	1 acre 8; 2 acres 16; 3 acres 24; 4 acres 32;	5 acres 40; 6 acres 48; 7 acres 56; 8 acres 64; 9 acres 72;	Per Exemption	

Combination of Animal Units (as that term is used in the above shown Density Chart) will be allowed and will depend on the type of Animal Unit/s and the acreage of the land, which will be noted on the permits provided under this chapter.

For any other livestock not specifically listed in the chart above, the animal unit equivalency will depend on the size of the typical adult animal of the species. If the animal is similar in size to a cow, horse, mule or burro then it will equal one animal unit for a 'large animal'. If the animal is similar in size to a sheep, goat, llama or alpaca, then those animal will equal one animal unity for a 'medium animal', etc.

Offspring shall be exempt from the animal limitation until being weaned, except for fowl offspring, which is exempt for a period of no longer than 4 months. Any acreage designed for livestock shall be "free roaming acres" such that the livestock has unrestricted access to the entirety of the acreage or land for the animal.

For purpose of determining the amount of "free roaming land" available to livestock, any area on the site designated for the keeping of livestock shall exclude structures, dwellings, bodies of water and/or any enclosed or fenced area that are not accessible to the livestock for grazing or roaming.

Section 10-152. Method of Measuring Distance

For the purpose of determining compliance with the provisions of this chapter, distances, shall be measured in a straight line from the nearest point of the shed, stable, barn, pen or enclosure or area in which the animal is contained to the nearest point of such actual property boundary, residence or building used for human habitation.

Section 10-153. Animals Prohibited

It shall be unlawful for any person to keep, possess, or maintain within the city limits of Lampasas the following, regardless of age, sex, or breed:

1. Any swine, hog, pig, consisting of all swine, pig species, to include potbellied pigs. One (1) Companion Pot-bellied Pig is allowed on one acre of land, as can be allowed per Section 10-161.
2. Any species of ratites are not allowed on less than 5 acres of land,
3. Roosters, cockerels when over 4 months of age,
4. Any guinea, guinea fowl, peafowl, or fighter fowl breeds,
5. Any animal that is an Habitual Public Nuisance Animal.

Section 10-154. Slaughtering of Animals

It shall be unlawful for any person to slaughter any cattle, horse, sheep, swine, or goats of any description within the city limits without a current and valid Personal Use Exemption, issued by the USDA, detailed by the Meat and Poultry Inspection Act.

Any slaughtering of animals shall be done in accordance with the Meat and Poultry Inspection Act and, when allowed, then slaughtering within the city limits:

1. Must be done out of sight and sound of any adjoining properties or properties with 'lines of sight' of the slaughtering activities; and
2. Must include complete disposal of the carcass, bones, and blood and no animal byproducts shall be left on the property to decay; and
3. Shall not include any disposal of the carcass, bones, and blood in trash receptacles, where they will become a public nuisance by their odor and cause unhealthy conditions by rotting or decay.

Section 10-155. Disposal of Animals and Livestock

1. No property owner or caretaker of any dead livestock shall fail to lawfully dispose of dead livestock within 24 hours of its discovery.

2. If the city of Lampasas is required to dispose of a dead animal or animal carcass found in the city limits, then the owner/caretaker will be responsible to the city for:
 - a. Cost of time of city of Lampasas employees, and
 - b. The reasonable cost of any equipment used,
 - c. Contract service fees, if required for animal disposal.
 - d. The above fees will be paid directly to the City of Lampasas or the Lampasas Police Department, prior to the collection and disposal of the dead animal remains, unless other arrangements/agreements have been made with the City of Lampasas Financial Director.
3. Any Owner wishing to relinquish/surrender an unwanted animal that is regulated by this chapter to the Animal Control Officer or other authorized designee will be charged the appropriate fees that are set forth in Appendix A of the City Ordinances of Lampasas. This provision does not apply to animals found running loose or that are 'at large' or found abandoned and are turned over to animal Control or the Lampasas Animal Shelter.

Section 10-156. Remove of Waste; Manure and Animal Droppings

1. The owner, caretaker or possessor of animals in this chapter shall be responsible for the removal of excreta by the animal on public walks, recreation areas, public property and private property.
2. The owner, caretaker or possessor of every animal shall be responsible for the sanitary conditions of enclosures and the immediate surroundings where animals are kept or harbored.
3. It shall be prima facie evidence that the enclosure/surroundings/environment where the animal is kept is unsanitary and lacks cleanliness, if has an accumulation of manure or of animal droppings that have accumulated for three (3) days/72 hours.
4. Every person owning or leasing such premises where animals are kept in a residential or commercial district with adjoining residences and/or buildings used for human habitation or commercial occupation shall have all manure from such animals removed from the premises, so that at no time shall the manure be allowed to accumulate in such manner as to become or otherwise constitute a nuisance or health hazard.
5. In no event shall any manure be thrown or deposited in or upon any street or public place, or allowed to remain in such places. Further, no person hauling or transporting manure shall transport or haul the same in a manner so as to allow the same to litter the public streets or other public property.
6. Manure and/or droppings shall not be used for fertilizer unless first treated so as to destroy fly maggots or all other pests found in manure.

7. Manure, droppings or food waste from animals shall not be used for compost, if such creates a public nuisance odor or health and safety concern. It shall be *prima facie* evidence of a public nuisance or public health/odor concern if the city received complaints of odor, flies, or other vermin nuisances related to the placement of manure.

Section 10-157. Noise

1. No person shall keep or maintain or permit the keeping of, on any premises owned, occupied or controlled by such person, any animal, fowl, livestock or wildlife of any kind which by frequent or habitual noise makes an unreasonable disturbance to the peace of occupants of adjacent premises or vicinity thereof, including the making of unusual noises by howling, barking, braying, crowing, bawling, or otherwise.
2. If any animal/fowl barks, whines, brays, howls, crows or makes other noise in an excessive, loud, or continuous manner, so as to interfere with the reasonable use and enjoyment of premise/s occupied by humans within 500 feet of the premise/s, it shall be *prima facie* evidence that such noise is unreasonable.
3. If such noise occurs between 11:00 p.m. and 6:00 a.m. it shall be *prima facie* evidence that it is unreasonable
4. It shall be a defense to prosecution for noise and disturbance by an animal, if it is shown that a person, other than the owner/caretaker of the animal provoked or taunted the animal and the noise was made as a reaction to that provocation.

Section 10-158. Shooting or Catching Wild Birds

1. It shall be unlawful for any person to shoot or attempt to shoot or kill with an air rifle, bow and arrow, slingshot, or firearm or other means any wild bird within the city limits.,
2. It shall be unlawful for any person to ensnare or catch or attempt to ensnare or catch, by any means, any wild bird within the city unless such ensnaring or catching is approved by the Animal Control Officer or authorized person in this Chapter for the health and safety of the wild bird.
3. Exception to this provision exist for any areas where hunting is permitted by law and for the protection of private property, so long as the property owner complies with all shooting and gun laws applicable to the are in the city.

Section 10-159. Fowl

Permitting and maintaining fowl in the city of Lampasas is regulated as follows:

Single Family Residential Lot up to One (1) acre of land. No person shall have more than one animal unit of fowl on any single family residential lot that is less than one (1) acre in size, in the city in an area zoned as agricultural or residential in the city limits of Lampasas.

1. A person commits an offense if he keeps, harbors or maintains fowl in the city other than on premises or in a district classified by the zoning ordinance as "AG-Agricultural or Residential." Within areas classified by the zoning ordinance as "AG-Agricultural," and Residential fowl shall be kept within pens, coops or hutches which meet the requirements of this chapter and are maintained in compliance with the provisions of this chapter.
2. A fenced yard shall not qualify as a pen, coop, or hutch for purposes of this chapter, related to keeping fowl in the city.
3. For one animal unit of fowl, or fewer, enclosures are allowed to be located twenty five (25) feet from any residence or building used for human habitation not that of the owner of such animal.
4. All pens, coops, or hutches for the keeping of more than one animal unit of fowl shall be maintained a minimum of twenty five (25) feet away from any residence or commercial building, excluding the residence or commercial building of the person keeping or harboring the fowl.
5. All pens, coops, hutches and exercise runs for fowls shall be completely enclosed.
 - a. For a chicken that will be inside the run at all times (never able to roam freely), the coop/run is required to measure at least 10 square feet per fowl.
 - b. For coops, etc. that will contain more than one chicken, that will be inside at all times, the coop/run is required to measure at least 20 square feet per fowl.
6. The pen, coop, hutch or exercise run shall not be placed in the front yard of any property.
7. A person who keeps, harbors or maintains urban/barnyard chickens in the city shall ensure that the animal(s) in their care or custody are treated humanely by, at a minimum, providing all types of chickens with sufficient food, potable water, adequate shelter, and protection from weather.
8. Male chickens/cockerels over four months of age are not allowed to be kept in the city.
9. No owner/caretaker of any type of chickens, urban chickens, turkey's or other fowl shall allow the fowl to run at large within the city limits.
 - a. The fowl running at large shall be impounded by the Animal Control Officer.
 - b. The owner of the fowl impounded may redeem their fowls by paying the appropriate impound and boarding fees for the impoundment period with the Lampasas Animal Shelter.

Section 10-160. - Rabbits/Small Animals:

Single Family Residential Lot up to One (1) acre of land. No person shall have more than one small animal unit (e.g. rabbit) on any single family residential lot that is less than one (1) acre in size, in the city in an area zoned as agricultural or residential in the city limits of Lampasas.

Rabbit/Small Animals enclosures used to keep the following:

- a. For one small animal unit or fewer, the animal enclosure must be located at minimum of twenty five (25) feet from a structure used for human habitation, or other than a structure owned or occupied by the owner/caretaker of the rabbits/small animals.
2. Rabbits/small animals shall be kept within pens, coops or hutches which meet the requirements of this chapter.
 - a. Small animal pens, hutches and coops are required to have a minimum of nine (9) square feet per small animal/rabbit. .
3. A fenced yard shall not qualify as a pen, coop or hutch for purposes of compliance with this provision.
4. Pens, coops, hutches are not allowed in the front yard of any zoning district in the city for housing or keeping small animals, including rabbits.

Section 10-161. Domestic Pot Bellied Pigs

Pot-bellied pigs are a type of small, domesticated pig with a lighter band around its middle, native to Vietnam. They are small weighing about 80 to 150 lbs. and about 16 to 20 inches at the shoulder. They may be considered a pet depending on their lifestyle; such as it has been bred and raised to live in or about the habitation of humans and are dependent on people for food and shelter.

A domestic pot-bellied pig may meet this section definition of a pet or companion animal, if it is a household pet that is kept for the sole purpose of providing human companionship, meets the requirements of this section, and has a livestock permit issued by the City of Lampasas Police Department.

All requirements of this chapter shall be followed as they apply.

1. A pot-bellied pig may not be younger than six weeks of and shall be spayed or neutered. The owner must provide with the permit application a written certification from a veterinarian that the pot-bellied pig is spayed or neutered and is no younger than six weeks of age.
2. As a pet, domestic pot-bellied pigs are not required to have a rabies vaccination; however, the owner must provide written certification from the veterinarian that within 30 days of the application for a permit that the domestic pot-bellied pig has been vaccinated against and/or has been blood tested, with negative status, for pseudorabies and for brucellosis.
3. The owner shall provide with the application a sworn affidavit signed by the owner a description of the pot-bellied pig that meets the description provided in this section of a pot-bellied pig.
4. One pot-bellied pig is considered one animal unit and only one may be allowed on one acre of land.
5. Any outdoor pen size shall be a minimum of one hundred and fifty (150) feet from any dwelling or business owned or occupied by any person other than the owner of the pot-bellied pig or persons keeping and maintaining the same,
6. Hog wallows are prohibited in the city of Lampasas, in any district or area.
7. No public nuisances shall be allowed to be created in keeping domesticated pot-bellied pigs.

Section 10-162. Annual Permits/Waivers

1. Livestock Permit Application forms will be provided by and, when completed, submitted to the Lampasas Animal Control Officer for processing and permit issuance. The application will include: the owner information, emergency contact information, animal types, location, enclosure type, and enclosure location with a site plan showing (in accurately measured feet) the distances of the proposed animal housing within proximity to adjacent property structures and boundaries. Additionally, as applicable, the application may include requests for waivers, exemptions and information that would support such requested waivers or exemptions.
 - a. Permit Effective Date: Animals in this chapter shall be required to have a permit on or before January 1, 2022, after which time it shall be unlawful for any person, firm or corporation to keep the prohibited or above limit of

animals/livestock on property located within the city limits of Lampasas without a permit, waiver, or exemption.

- b. Annual Permits Required: A permit shall be sought and applied for each year, by any person in the city limits of Lampasas seeking to keep animal(s) that are regulated by this chapter;
 - c. Cost: Annual or temporary permits are issued at NO CHARGE, however, all animals referenced in this chapter must have a permit or a waiver/exemption issued to it each year, in order to be kept in the Lampasas city limits;
 - d. Temporary permits may be issued, as set forth in this chapter, and will be valid for the number of days stated in the temporary permit, not to exceed fifteen (15) consecutive days. No person may apply for more than three (3) temporary permits within a twelve (12) consecutive month period, regardless of the number of animals owned or kept by the person in the city limits.
2. An annual or temporary permit issued pursuant to this chapter may be revoked or denied at any time by the Animal Control Officer 'for cause' including, but not limited to, violations of this chapter or, if determined by the Animal Control Officer or their designee, that the permit holder is unable or unwilling to comply with this chapter or to keep the animals in a healthy or sanitary environment:
 3. Certifications from a veterinarian may be required by this chapter or the Animal Control Officer, related to animal medications, vaccinations, treatments, etc.
 4. Notice of denial of either an annual or temporary permit shall be in writing from the Animal Control Officer to the person who requests a permit;
 5. The Chief of Police may authorize a waiver from regulations contained in subsection above when proof of an unnecessary hardship will result from requiring strict compliance,
 6. Before the issuance of a waiver will be considered there shall have been no convictions of public nuisance or complaints of violations of this chapter.
 7. The Chief of Police shall not consider or grant a waiver unless all of the following conditions are met:
 - a. Evidence is provided showing that there are special circumstances or conditions affecting the property of the applicant seeking the waiver, the location, size, or type of proposed pen, coop or hutch, or the surrounding area, such that the strict application of the provisions of this section would deprive the applicant of the reasonable ability to keep the animals desired; and
 - b. The strict application of the provisions of this section is not necessary to promote the public health, safety and welfare; and

- c. The strict application of the provisions of this section is not necessary to protect the health or safety of the animals that will be kept at the location involved; and
- d. The granting of the waiver will not be detrimental to the public health, safety or welfare, or injurious to other persons or property in the area; and
- e. The granting of the waiver will be in harmony with the spirit and purpose of this chapter.
- f. In granting a waiver, the Chief of Police may prescribe conditions that are deemed necessary or desirable to protect the public interest.
- g. The owner shall not acquire any additional animals after applying for and obtaining a waiver under this chapter, from the Chief of Police.

h. The Chief of Police's decision on a request for a waiver may be appealed, as followed:

i. Persons receiving a notice of a denial of a waiver shall have the right, within ten (10) calendar days of the date that the notice is postmarked or hand delivered, to appeal the denial of the waiver by the Chief of Police, by sending a written notice of appeal, detailing the reasoning and any support for the appeal, to the City Manager of Lampasas. The City Manager will cause an odd number of senior members from a committee or board of the City of Lampasas to review and make a final determination.

ii. Any person having a waiver denied and/or upheld on appeal may not apply for the same waiver for a period of one year from the date of the denial or the upholding of same on appeal.

- 8. The City Council shall, from time to time, adopt fees to include, but not limited to, fee for issuance of permits and for additional fees for care and expenses of animals incurred during impoundment at the Lampasas Animal Shelter.
- 9. The city may in the event of a shortage of food and/or a food supply shortage prescribe conditions that it deems necessary or in the best interest of the public in regards to this chapter.
- 10. It is the intent of this chapter that the owner of the animal(s) bear the costs of such animal's care in those circumstances in which care is provided at the Lampasas Animal Shelter or other appropriate facility. The City shall be authorized to recover, in addition to any fines imposed in a prosecution, all fees and costs incurred by the city for the care and welfare of the animal made the subject of the prosecution.

11. Nothing herein shall be construed to limit or negate the authority of the city's animal control authority or the City Prosecutor under appropriate circumstances, to waive redemption fees or expenses where such waiver is in accord with policies and procedures previously adopted.
12. Nothing herein shall be construed to limit or negate the authority of the city's animal control authority or the City Prosecutor under appropriate circumstances to reduce the allowable animal units in this chapter.
13. Additional remedies may also apply to this chapter, in that the Animal Control Officer, Police Officer or designee for the city may pursue a civil action for appropriate legal relief including the collection of a civil penalty or for any equitable relief that is considered appropriate to recover any and all cost of care or disposal of an animal found in the city's corporate limits.
14. A Property Owner Association within the city limits of Lampasas may not impose restrictions that are less stringent or protective of animals than those set forth in this chapter.
15. No person, organization or entity shall be allowed to sell animals in the city's corporate limits on public roads or public right of ways.
16. No provision of this article may supersede the city's Zoning Regulations.
17. This ordinance cannot and does not apply to wild fowl; such as geese, ducks, and other fowl that are drawn to our waterways and city parks within the city.

Section 10-163. Exemptions/Exceptions

Exemptions and Exceptions to the permit requirements set forth in this Chapter may be granted for the following:

1. Exhibition at stock shows, fairs, circuses, rodeos, festivals, parades, and zoological institutions, veterinarians or trainings;
2. When animals are involved in or located at and on the property of any vocational learning area, or school;
3. For commercial slaughtering establishments;
4. City sanctioned brush control activities using livestock; such as, Rent a Goat
5. Recognized Educational Agricultural Programs,
6. When animals are kept at the home of an FFA (Future Farmers of America) member under the supervision of a high school vocational agricultural teacher or of a 4-H member under the supervision of the county agricultural agent, subject to the following conditions:
 - a. Each enrollee shall obtain a permit from the Department before commencing a project. The form of application for permits shall be prescribed by the Department. No fees shall be charged for such permits;

- b. The property upon which the FFA or 4-H enrollee resides and maintains Livestock, if swine, must be a minimum of one (1) acre in area with a maximum limit of five (5) swine;
 - c. Pen size and exercise area information to be provided on the application.
 - d. The pen size for swine shall be a minimum of one hundred fifty (150) feet from any dwelling or business building owned or occupied by any person other than the owner of the swine or person keeping and maintaining same; and
 - e. Hog wallows are prohibited;
 - f. No public nuisances will be allowed or exempted;
 - g. Enrollees must be under close supervision of a vocational agricultural teacher or the county agricultural agent. If an enrollee does not conform to city regulations, the Animal Control Officer or designee will report to the teacher, agent or advisor and if the teacher, agent or advisor find that the enrollee/permittee is in violation that can cause a public health concern or public nuisance they will report the violation to the Animal Control Officer or designee; all will work together before the permit is voided and the animal removed from the city limits.
 - h. Setbacks variances can be made for Recognized Educational Agricultural Programs but cannot cause or create a public nuisance.
 - i. As part of the permit application to the department by the county agricultural agent for 4-H members and agricultural teacher or adviser for FFA members or advisors supervising the enrollees and their projects, and such other information as the department shall require, shall be included along with contact information.
 - j. Dates of the project must be included with the application for permit information. The above mentioned officials shall notify the department of the termination of an enrollee's projects.
2. The provisions of this chapter requiring permits shall not apply to the Lampasas Animal Shelter.
 3. The provisions of this chapter requiring permits shall not apply to the Lampasas Independent School District.
 4. The provisions of this chapter regarding permits does not apply to farm and ranch supply businesses.
 5. This ordinance cannot and does not apply to the permitting of wild fowl; such as geese, ducks, and other fowl that are drawn to our waterways and city parks within the city.
 6. In the event of a shortage of food and/or food supply shortage the Lampasas City Council may prescribe conditions that it deems necessary or desirable that is best for public interest, in regards to this chapter.
 7. No provision of this chapter may supersede the City/County Zoning Regulations.
 8. A permitted exemption granted based on circumstances where previously existing livestock has been allowed.

Section 10-164. Notice of the Revocations or Denials

Revocations or denials of permits, exemptions or exceptions shall be provided, in writing, from the Animal Control Authority to the permittee, as follows:

- a. A notice of revocation or denial shall set forth, in general terms, the deficiencies, violations or other conditions considered in the decision to revoke or deny the permit, exemption, or, exception.
- b. Persons receiving a notice of revocation or denial of permit, exemption, or exception shall have the right, within ten (10) calendar days of the date that the notice is postmarked or hand delivered, to appeal the decision of the Animal Control Officer, by sending a written notice of appeal, detailing the reasoning and any support for the appeal, to the Chief of Police. The Chief of Police shall review the materials sent and shall have ten (10) business days from the date of receipt of the written appeal to render a decision, which will then be provided to the persons appealing. If the Chief determines that additional time is required to investigate the circumstances under appeal, the person will be notified and provided an approximate date that the decision on appeal will be rendered by the Chief of Police.
- c. Persons receiving a notice of revocation or denial of permit, exemption, or exception from the Chief of Police shall have the right, within ten (10) calendar days of the date that the notice is postmarked or hand delivered, to appeal the decision of the Chief of Police, by sending a written notice of appeal, detailing the reasoning and any support for the appeal, to the City Manager of Lampasas. The City Manager will cause an odd number of senior members from a committee or board of the City of Lampasas to review and make a final determination.
- d. Any person having a permit, exemption, or exception revoked may not apply for another permit, exemption or exception for a period of one year from the date of the revocation.

Section 10-165. Estray-

The posting of notices of impounded Livestock; redemption; sale; disposition of proceeds; fees.

Upon receipt by the animal control authority of a report of estray within the city or upon discovery by the animal control authority of estray within the city, the Animal Control Officer and/or the Animal Shelter Supervisor shall, as soon as practicable, notify the county sheriff to report the presence of the estray, a description of the estray and the location where the estray may be found. If circumstances permit, the animal control authority shall refer the impoundment and disposition of the estray to the county sheriff. If circumstances do not permit such a referral, the animal control authority shall be authorized to assist the sheriff in the seizure and impoundment of the estray pending

the disposition of the estray by the county sheriff in accord with the provisions of Chapter 142 of the Texas Agriculture Code.

Sec. 10-166. Penalty for Violation

Any person found to have violated any provision of this chapter or to have failed to comply with any provision of this chapter shall, upon conviction, be fined in an amount not to exceed the sum of \$500.00. The imposition of a fine shall be in addition to all other remedies provided in this chapter.

1. Each day that a violation exists shall constitute a separate offense.
2. Ticketing with three (3) offenses under this chapter, in any contiguous twelve (12) month period, will render an individual to be considered a Habitual Public Nuisance Violator and a person so identified shall not be allowed to possess any livestock or animals that are otherwise regulated by this chapter, in the city's corporate limits, for a minimum period of twelve (12) months, set to begin sixty (60) days after the third conviction date all animals within this chapter shall be removed, or as soon as the animals are removed by the owner the Habitual Public Nuisance Violator restrictions shall apply for a twelve-month period. The Habitual Public Nuisance Violator will receive a Suspension of Animal in writing with whichever date, i.e., 60 days from the 3rd Conviction or upon the removal of the animals from the city limits with a review date to re-establish a request for permit in twelve (12) months, if they so wish.
3. If the animal has been found by the animal control officer, after notice to its owner and a hearing, to be a Public Nuisance Animal, as defined herein, , it shall be unlawful for any person to own, keep, possess, or maintain that Public Nuisance Animal in the corporate limits of the city.

SECTION 2. The provisions of this Ordinance are severable and, thus, the invalidity of any word, phrase, or part of this Ordinance shall not affect the validity or effectiveness of the remainder of the Ordinance.

SECTION 3. All ordinances or part of ordinances in conflict with the provisions of this Ordinance are hereby repealed, and are specifically replaces by the terms set for in the amendment shown on the Ordinance attached as Exhibit A.

SECTION 4. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public and the public was provided notice of the time, place, and purpose of the open meeting, as required by law.

SECTION 5 This Ordinance shall be effective at the time that its publication, if required by state law, has been accomplished by the City.

READ AND CONSIDERED ON FIRST READING by the City Council of Lampasas at a regular meeting on the ____ day of ____ at which a quorum was present and for which due notice was given pursuant to Section 551.001, *et seq.* of the Local Government Code.

READ AND CONSIDERED, PASSED, AND ADOPTED ON THE SECOND AND FINAL READING by the City Council of Lampasas at the regular meeting on the ____ day of _____, at which a quorum was present and for which due notice was given pursuant to Section 551.001, *et seq.* of the Local Government Code.

T.J. Monroe, 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

ITEM NO. WORKSHOP-4

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

Subject:

Discussion regarding tentative agenda for the July 7, 2021 Council Planning Session

Requested By: Finley deGraffenried, City Manager

Submitted By: Finley deGraffenried, City Manager

Date Submitted: June 23, 2021

For the Agenda of: June 28, 2021

Procurement and Funding Statement:

Attachments: Tentative Agenda

Summary Statement:

Staff places this item on the workshop agenda to provide Council the opportunity to provide additional direction to the topics, format and objectives of the session. Staff made several slight modifications to the agenda based on Council input. Staff seeks Council direction and consensus for additional changes.

Recommendation:

Discussion and recommendations from Council regarding tentative agenda for planning session

City of Lampasas
City Council Planning Retreat

Itinerary
7 July 2021
8:30 a.m.

- 8:30 a.m. Arrive and Breakfast, Hostess House, South 281 at Sulphur Creek. Welcome and review objectives and format of session. Review of Council Satisfaction Survey. Initial discussion of projects.
- 10:00 a.m. Presentation by Antonio Naylor, Principal Reliance Architecture, LLC, regarding Hostess House schemes, costs and scopes of work.
- 11:00 a.m. Council Discussion, Comments and Questions regarding HOT Fund projects including Hostess House, Campbell Park Pavilion, Skate Park, Historic Colored School and New Hope Baptist Church.
- 12:00 a.m. Review and Discussion of the status of current City Projects. Discussion regarding available funding and funding options.
- 12:30 noon Travel and convene at the Historic Colored School. Working Lunch, Discussion regarding 2021 City Council Work Plan
- Plan Purpose, Goals and Priorities
 - Related, Complimentary Planning Documents and Implementation Steps
 - CIP, Comprehensive Plan, Budget
 - Discussion regarding Organizational Structure, Workforce Development and Compensation
 - Discussion regarding Emergency Management, Park Operational Plan, and Stakeholder meetings
 - Discussion regarding Planning Categories
 - Communication, Image and Promotion
 - Community Engagement
 - Capacity Building, Building Relationships
 - Expanding Resources
 - Assets and Stewardship
- 2:00 p.m. Review and Summary of Identified Tasks
Identification of Unfinished Business
- 2:30 p.m. Adjourn and Tour of City Facilities (TBD)

**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, June 14, 2021
5:30 p.m. Town Hall
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 Monroe presiding.

Council Members present:

Bob Goodart
Randy Clark
Chuck Williamson
Herb Pearce
Zachary Morris

Council Members Absent:

Cathy Kuehne

City Staff Present:

Finley deGraffenried, City Manager
Becky Sims, City Secretary
Monica Wright, IT Director
Sammy Bailey, Police Chief
Jody Cummings, Assistant Police Chief
Joe Schwartz, Animal Control Officer
Jeffry Smith, Fire Chief
Mandy Walsh, EDC Director
Jessie Acosta, Parks Superintendent

**TOWN HALL
5:30**

1. Call to order Town Hall

Mayor Monroe called the Town Hall to order at 5:30 p.m.

2. Discussion regarding the Livestock and Fowl Ordinance.

Police Chief Bailey and Joe Schwartz, Animal Control Officer presented the following information:

- HB 1686-The Home Food Act passed the house 143-1; Companion Bill 1062 in the Senate, Senate adjourned Sine Die. Will be back in 2023.
 - Consider rights of all.
 - Right to raise chickens and rabbits and others have a right to not have chickens and rabbits in their neighborhood.
 - HOA-Municipalities.
 - Urban Farm subdivisions coming soon.
- Municipalities have various ordinances; from no livestock allowed, prohibited livestock, to some allowed, and all allowed; Staff worked to find a balance for the Livestock Fowl Draft Ordinance.

PROHIBITED

It shall be unlawful for any person to keep, possess, or maintain within the city limits of Lampasas the following, regardless of age, sex, or breed:

- Any swine, hog, pig, consisting of all swine, pig species, to include but not limited to pot-bellied pigs, 1 Pet-Companion pot-bellied pig-defined in ordinance.
- Any species of ratites are not allowed on less than 5 acres of land
- Any guinea, guinea fowl, peafowl or fighter fowl breeds
- Any habitual public nuisance animal

Large Animal per animal unit allowed on land	Animal unit allowed on One-half (1/2) acre.	1 Animal unit allowed on 1 acre	Animal units allowed on 3 acres is 1 animal unit per acre.	Animal units allowed on 5 acres 1 animal unit per acre.	Ag. Exempt	Setback requirement of enclosure from residence other than owner/caretaker
Not allowed on one-half acre	Number of animals allowed	Number of animals allowed	Number of animals allowed	Number of animals allowed	Per exemption	
1 unit 1 Cattle, Steer, bull or other ruminant	0	1	3	5	Per exemption	25 feet 1 unit or less, 100 feet more than 1 unit
1 unit 1 Horse, mule, donkey, or other equine	0	1	3	5	Per Exemption	25 feet 1 unit or less, 100 feet more than 1 unit
Above Off- Spring	0	Exempted until weaned	Exempted until weaned	Exempted until weaned	Per Exemption	
1 animal unit only with at least one acre of land: 1 Domestic Pot- Bellied Pig	0	1 Unit only	1 Unit only	1 Unit only	1 Unit only	25 feet

Medium One- half (1/2) Animal Unit allowed on one-half (1/2) acre of land	1/2 acre 1/2 animal unit per acre	1 acre 1 animal unit per acre	3 acres 1 animal unit per acre	5 acres- 1 animal unit per acre	Per Exemption	25 feet 1 unit or less, 100 feet more than 1 unit
Allowable 1/2 animal units	Number of animals allowed	Number of animals allowed	Number of animals allowed	Number of animals allowed	Per exemption	
1 animal unit 8 Sheep	4	8	24	40	Per Exemption	25 feet 1 unit or less, 100 feet more than 1 unit
1 animal unit 8 Goats	4	8	24	40	Per Exemption	25 feet 1 unit or less, 100 feet more than 1 unit
1 animal unit 8 Miniature Livestock	4	8	24	40	Per Exemption	25 feet 1 unit or less, 100 feet more than 1 unit
Above Off- Spring	Exempted until weaned	Exempted until weaned	Exempted until weaned	Exempted until weaned	Per Exemption	

Small- Fowl One (1) Animal Unit allowed up to one acre of land	Single Family Residential Lot	More than one Single Family Residential Lot	1 animal unit per acre up to 4 acres	5 acre plus 1 animal unit per acre	Per Exemption	25 feet 1 unit or less, 100 feet more than 1 unit
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Fowl						
	Number of animals allowed	Number of animals allowed	Number of animals allowed	Number of animals allowed	Per exemption	
1 animal unit of Fowl eight (8)	Eight (8)	Eight (8)	1 acre 8; 2 acres 16; 3 acres 24; 4 acres 32;	5 acres 40; 6 acres 48; 7 acres 56; 8 acres 64; 9 acres 72;	Per Exemption	25 feet 1 unit or less, 100 feet more than 1 unit
Roosters	Prohibited	Prohibited	Prohibited	Prohibited	Per Exemption	Not allowed
Above Off- Spring-	Exempted 4 months- Pullets @ 4 months considered part of an animal unit.	Exempted 4 months- Pullets @ 4 months considered part of an animal unit.	Exempted 4 months- Pullets @ 4 months considered part of an animal unit.	Exempted 4 months- Pullets @ 4 months considered part of an animal unit.	Per Exemption	25 feet 1 unit or less, 100 feet more than 1 unit
Males/Cockerels 4 months-	Prohibited after 4 months	Prohibited after 4 months	Prohibited after 4 months	Prohibited after 4 months	Per Exemption	
Registered with a recognized association of pigeon fanciers	Same as Above	Same as Above	Same as Above	Same as Above	Per Exemption	25 feet 1 unit or less, 100 feet more than 1 unit

Small- Rabbit- One (1) Animal Unit allowed on one-half (1/2) acre of land	Single Family Residential Lot up to 1 acre	More than one Single Family Residential Lot	1 animal unit per acre up to 4 acres	5 acres plus 1 animal unit per acre	Per Exemption	25 feet 1 unit or less, 100 feet more than 1 unit
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Rabbits						
	Number of animals allowed	Number of animals allowed	Number of animals allowed	Number of animals allowed	Per exemption	
1 unit 8 rabbits or small animal and one litter at any one time until they are weaned.	8 and one litter	8 and one litter	1 acre 8; 2 acres 16; 3 acres 24; 4 acres 32;	5 acres 40; 6 acres 48; 7 acres 56; 8 acres 64; 9 acres 72;	Per Exemption	25 feet 1 unit or less, 100 feet more than 1 unit

PERMITS

Annual or Temporary Permits are issued at no charge but are required for animals mentioned in the Ordinance.

Revocation of Permits-recommended maximum fine per day if a revocation occurs.

Recommend a \$500.00 per day fine and removal of animals from the City Limits. Owner has responsibly to move animals

Waivers-hardship, granted if no conflicts exist.

EXEMPTIONS/EXCEPTIONS/WAIVERS

- Exhibition at stock shows, fairs, circuses, rodeos, festivals, parades, and zoological institutions, veterinarians or trainings;
- When located at and on the property of any vocational learning area, or school
- Slaughtering establishments;
- City sanctioned brush control using livestock; such as, Rent a Goat
- Recognized Educational Agricultural Programs,
- When kept at the home of an FFA (Future Farmers of America) member under the supervision of a high school vocational agricultural teacher or of a 4-H member under the supervision of the county agricultural agent, subject to conditions
- No permit shall be issued to roadside animal vendors, it shall be illegal to sell animals on public roadways and on public right of ways.
- The provisions of this chapter requiring permits shall not apply to the Lampasas Animal Shelter.
- The provisions of this chapter requiring permits shall not apply to the Lampasas Independent School District.
- The provisions of this chapter regarding permits does not apply to farm and ranch supply businesses.
- In the event of a shortage of food and/or food supply shortage the Lampasas City Council may prescribe conditions that it deems necessary or desirable that is best for public interest, in regards to this chapter.
- No provision of this chapter may supersede the County Zoning Regulations

PENALTY FOR VIOLATION

- Any person found to have violated any provision of this chapter or to have failed to comply with any provision of this chapter shall, upon conviction, be fined in an amount not to exceed the sum of \$500.00. The imposition of a fine shall be in addition to all other remedies provided in this chapter.
- Each day that a violation exists shall constitute a separate offense.
- Three (3) offense convictions in a twelve (12) month period will be considered a Habitual Public Nuisance Violator and the person shall not be allowed to possess any livestock or animals in this Ordinance in the city limits for a minimum period of twelve (12) months. Animals shall be removed 60 days from conviction.
- If the animal has been found by the animal control officer, after notice to its owner and a hearing, to be a Public Nuisance Animal by virtue of being a menace to the public health, welfare or safety, it shall be unlawful for any person to own, keep, possess, or maintain a Public Nuisance Animal.
- Any animal in this chapter or animal owner or care taker found to be in violation with a conviction of three offenses within a twelve (12) month period of this Ordinance shall be deemed a Habitual Public Nuisance Violator and the animal a Public Nuisance Animal.
- The Habitual Public Nuisance Violator shall have their permit revoked and not be allowed to have animals mentioned in this chapter in the city limits of Lampasas for a period of twelve months or a time set forth as provided by written notice not less than a twelve-month period.

PUBLIC COMMENTS

There were seven (7) citizens in attendance

Open discussion consisted of the following:

- Exotic Animals-
 - City of Lampasas Code of Ordinances states that those exotic animals of a vicious nature shall be permitted. This is separate from the proposed Livestock Ordinance
- Waiver Consideration
 - Reviewed by Police Chief and Animal Control Officer

- Currently no appellant options/decision is final
 - Suggest that appellant process be considered and determined by another authority
- There are no permit fees; however, the Ordinance provides latitude to assess at a later time.
- Service Animals
 - Pigs, Goats and Miniature Horses?
 - By definition Miniature Horses and Dogs would be considered service animals and fall outside the proposed Livestock Ordinance
 - Raising goats as service animals would fall in line with the number of allowed goats per acre
- Citizen spoke about neighbor with pigs and the difficulty he has endured in getting resolution; the City has done their job and he is thankful for that.
 - Deed Restrictions/HOA (civil action between homeowners)

The Town Hall Session adjourned at 6:07 p.m.

WORKSHOP SESSION

1. Call to order Workshop Session

Mayor Monroe called the Workshop Session to order at 6:08 p.m.

2. Discussion and updates related to COVID-19 Pandemic.

Chief Smith provided the following updates:

- State of Texas Active Cases- 24,098
- Total hospitalized in the State of Texas- 1,599
- No recent updates from Region 7
- Trauma Region L- 25 confirmed patients hospitalized
- 3,614 are completely vaccinated in Lampasas County
- 4,353 have received at least one vaccine

3. Discussion regarding the Final Draft of the City Council Orientation Handbook

Becky Sims, City Secretary provided Council with the final draft for comments and feedback. Formal adoption will be considered at the next Council Meeting

4. Discussion regarding Council Work Session Agenda

Finley deGraffenried, City Manager presented Council with the tentative agenda for the Council Planning Retreat, Council Questionnaire and the 2020 Planning Sheet to use as a guide to plan for 2021-2022.

Mr. deGraffenried advised that the Pre-Treatment Study will be included. At this time tours of City Facilities were not included in the planning retreat based on time and business discussions; however, at Council preference they can be included or scheduled separately.

The Council Questionnaire has been used successfully in the past to determine areas of focus, training needs and to assist with project prioritization. Council is asked to have the questionnaire completed by the June 28 Council Meeting.

5. Discussion and updates related to City Projects

Finley deGraffenried, City Manager provided Council with a list of approved City projects and status of each. These projects will be discussed more in detail at the Council Planning Retreat.

6. Discussion regarding any item on the regular agenda.

There were no comments

8. Adjourn Workshop Session

Council member Goodart moved to adjourn Workshop Session at 6:32 p.m.; Council member Clark seconded the motion and with a unanimous vote, the motion carried.

Mayor Monroe advised Council will take a 10-minute break prior to going into Regular Session.

REGULAR SESSION

ANNOUNCEMENTS

A. Call to Order

Mayor Monroe called the Regular Session to order at 6:40 p.m.

B. Invocation and Pledge of Allegiance

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

C. Presentations and Proclamations

- Swearing in of Police Officer Kyle Molter

PUBLIC HEARINGS/CITIZEN COMMENTS

1.1	Citizen comments – Any citizen who desires to address the City Council on a matter not included on the Agenda may do so at this time. The City Council may not deliberate on items presented under this Agenda Item.
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Bob McCauley, Lampasas Resident spoke about Zoning Setbacks. Mr. McCauley did a site visit at a lot where a fire recently occurred in an older subdivision where the minimum side yard setback was more than the 6 ft requirement based on the current Zoning Regulations. He was part of the approval process when it was amended a few years ago and is requesting that the setbacks be looked at again.

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

1.3	Public hearing to receive citizen comments regarding a request for a Specific Use Permit for property described as Lot 3, Block 8, Hanna Springs Addition, commonly known as 206 N Chestnut, Lampasas, Texas Lampasas County to allow for a Storage Building in an area zoned Retail.
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Becky Sims, City Secretary advised of the following:

- The applicant is requesting a Specific Use Permit (SUP) to allow for a Storage Building in an area zoned Retail.
- The duplex is currently used for storage.
- The existing storage building will be removed and new one will be built in its place.
- Staff mailed thirteen (13) notices to property owners within 200 feet of the applicant’s property, and to date have received two in favor of the request and none in protest.
- Mr. Bobby Sanford, General Contractor is available for any questions.

With no comments or discussion, the public hearing was closed.

1.4	Public hearing to receive citizen comments regarding annexation of 36.76 acres, lots 1,2,3 and 4; Hillside Acre Subdivision.
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Becky Sims, City Secretary advised of the following:

MD Homes filed the petition for Voluntary Annexation with the executed Hillside Acres Subdivision Development Agreement on May 7, 2021. Council granted the petition at the May 24, 2021 meeting to allow staff to schedule a Public Hearing to begin the annexation process. Staff has published the public hearing in the newspaper and sent the required certified letters to the various entities per Local Government Code §43.0673

With no comments or discussion, the public hearing was closed.

2.0	MINUTES
2.1	Discussion and possible action concerning approval of minutes of the Regular Meeting on May 24, 2021

Mayor Pro-Tem Williamson moved to approve the minutes as presented, the motion was seconded by Council member Clark and with a unanimous vote, the motion carried. (Kuehne absent)

3.0	CONSENT AGENDA
3.1	Discussion and possible action regarding purchases and charges in excess of \$4,000 from May 1, 2021- May 31, 2021
3.2	Discussion and possible action regarding the second reading of an Ordinance amending Lampasas Code of Ordinances Chapter 70 Subdivisions; Section 70-6 Guarantee of Performance.

Mayor Pro Tem Williamson moved to approve the consent agenda as presented, the motion was seconded by Council member Clark and with a unanimous vote, the motion carried. (Kuehne absent)

4.0	BOARDS/DEPARTMENT REPORTS
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Shanda Subia, Library Director presented her annual report to Council:

- June 1-13th Circulation Count 2,021 (on track for over 4,600 items being checked out this month)
- Door Count 1,509 to date for June (counter was unplugged for a few days)
- 176 sessions-internet usage up 225% from April
- 5 Computers available for patrons (no appt necessary)
- Tables available in Foundation Room for limited use (no reservations being accepted at this time)
- Library Park is being utilized quite a bit by families, summer school and homeschool students

Additional WIFI hot spots were purchased by the foundation (30 available)
 May- Useful- Virtual Desktop
 Summer Reading- Tails & Tales Theme 169 kids have signed up (139 kids ages 3-10 & 30 teens ages 11-17)
 Outdoor Activities- Thursdays at 10:00
 Virtual Storytime
 Mobile Dairy Event- approximately 200 people in attendance
 Petting Zoo- approximately 250 people in attendance
 FFA Student Program- Week of the 14th
 Animal Shelter Program- Week of the 21st
 Thank you to FMC Science for donations.
 Scholastic Book Fair- July 26th-30th
 Book Sale in the Park- Raised \$500
 February 26, 2022- Painted Chair Fundraiser- Book Character Theme- will be displayed at the library, this year there will be an option to pay buy-out price instead of waiting for auction.

5.0	ROUTINE MATTERS
5.1	City Manager's Operational Report

City Manager deGraffenried reviewed his report:

- Court of Appeals** As Council is aware; the 8th District Court of Appeals issued their Judgement and Opinion on Central Texas Water Supply Corporation (“CTWSC”) v Kempner Water Supply Corporation (“KWSC”) and the City of Lampasas, Intervenor, on June 4, 2021. The decision comes just 15 days after oral arguments before the Justices. The decision, affirming in all respects, the 169th District Court’s decision in Bell County, validated a number of arguments our Counsel made. The Opinion generally cited that the plain language of an unambiguous contract cannot be changed, particularly a contract that had sophisticated, well represented, parties negotiating; that Lampasas had an obvious justiciable interest and could intervene; and that no change in the trial court’s ruling on damages should be made. The Opinion and Judgement were both swift and strong. In calculating the impact of CTWSC’s arbitrary change in billing methodology, the City determined the impact to Lampasas would be an additional \$70,000.00 to \$80,000.00 per year or about \$4,500,000.00 (2020 dollars) over the remaining term of the contract. The City, as a member of the CTWSC Board of Directors, has not received any communication from CTWSC staff or Executive Committee.
- Budget** Staff continues to review year-end projections and will begin reviewing FY 2022 budgets as they are prepared. As reported to Council previously, some uncertainty remains as the City, and our residents, come out of the pandemic. Continued growth in commercial and residential development will provide a stable financial foundation, however; the City will need to balance additional growth with our ability to maintain programs and services at current levels. The winter storm event may also affect our financial forecasts due to changes in market/grid conditions. Staff is still hopeful to provide the budget rollout on or before July 12.
- ERCOT** ERCOT recently published outstanding uplifts and short pays, due to impacts of the winter storm event and disruption in the power grid. The estimated aggregate short pay amount is \$2,990,776,987.17; or just call it \$3 billion representing 13 providers. The two biggest short pays are Brazos Electric Co-op at \$1.8 billion, and Rayburn Electric Co-op at \$640 million. It is still undetermined how ERCOT will handle market losses due to short pays, and hopefully the entities will be able to provide some resolution that will not affect other members of ERCOT.

- ACM To date the City has received 25 applications for the position of Assistant City Manager including 4 from outside Texas. Staff is pleased to report the applications represent a strong candidate pool including department heads, planners, engineers and current and former City Managers. Staff will cull applications on or about June 15th and conduct backgrounds on selected candidates. The interview and selection process will include the opportunity for Council to meet and discuss City goals with the candidates. Interviews are targeted for the end of June or early July.
- Job Fair Mandy Walsh, EDC Director, reports 30 employers attended the Job Fair representing a wide variety of opportunities including public safety, hospitality, manufacturing and service industries. 80 job seekers attended, and employers seemed pleased with the overall quality of applicants.
- Kempner Water Staff has visited with KWSC staff regarding their long-term plans for improvements to system water storage tanks. By contract, the City shares certain maintenance costs for tanks on the Kempner system, which the City has capacity rights for storage. City staff is currently reviewing plans and specifications, as presented by KWSC, to determine their qualification for shared costs under the Contract.
- SRO Chief Bailey is pleased to report that Officer Dustin Roscoe has been appointed to School Resource Officer to replace Officer Eric Hernandez who will remain with the Department on Reserve. The interview process included personnel from the City and School District.

5.2	MAYOR'S COMMENTS
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There were no mayor comments

6.0	UNFINISHED BUSINESS
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There was no unfinished business.

7.0	NEW BUSINESS
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7.1	Discussion and possible action regarding an Eagle Scout project to collect decommissioned American Flags.
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Council member Clark moved to approve the Eagle Scout Project, Mayor Pro-Tem Williamson seconded the motion and with a unanimous vote, the motion carried. (Kuehne absent)

7.2	Discussion and possible action to approve, deny or approve with modifications a request for a Specific Use Permit for property described as Lot 3, Block 8, Hanna Springs Addition, commonly known as 206 N Chestnut, Lampasas, Texas Lampasas County to allow for a Storage Building in an area zoned Retail.
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Mayor Pro-Tem Williamson moved to approve the request for a Specific Use Permit to allow for a Storage Building in an area zoned Retail, Council member Goodart seconded the motion and with a unanimous vote, the motion carried. (Kuehne absent)

7.3	Discussion and possible action to approve, deny or approve with modifications the replat of Lots 1 & 4, Block 10, East Lampasas Addition
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Becky Sims, City Secretary advised that Mr. Dan Johnson is asking Council approval for the replat of Lots 1 & 4, Block 10 into five (5) lots. The lots conform to the Zoning Regulations and met the Subdivision Regulations as defined in the Local Government Code. City utilities are available for each of the lots. The Planning Commission

met on June 3, 2021. Board member Person, Canales and Skinner voted to recommend approval of the replat to City Council, Chair Jackson and Board member McCauley voted to recommend denial to City Council due to lot sizes and density.

Council member Clark moved to approve the replat and with the motion being seconded by Council member Goodart; Mayor Monroe opened the floor for discussion. Council member Clark questioned that if the plat conforms that it must be approved; Mrs. Sims advised, based on Section 212 (Subdivision Regulations) of the Local Government Code, the authority responsible must approve the plat. With no additional questions or discussion, with a unanimous vote, the motion carried. (Kuehne absent)

7.4	Discussion and possible action to approve, deny or approve with modifications the Final Plat of Cloud Street with variances.
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Becky Sims, City Secretary advised that Jeff Cockburn, Representative for Tifkar Capitol is asking Council for approval of the Final Plat of Cloud Street with variances. The property owner is wanting to subdivide the lot into two (2) parcels and build a new home in Lot 1A. This replat was heard before the Zoning Board of Adjustments on May 18, 2021 for variance consideration. The property owner asked for a reduction in minimum lot size from 6,000 to 5,400 and lot depth from 110' to 103'. The Zoning Board members present voted unanimously to approve the variances. The replat with variances was brought before the Planning Commission on June 3, 2021. Board member Skinner and Person voted to recommend approval to Council for the replat; Chair Jackson and Board members Canales and McCauley were not in favor of recommending approval to Council. Chair Jackson inquired about an overview of the block; Staff did not have an aerial available.

Mayor Pro-Tem Williamson moved to approve the Plat and with the motion seconded by Council member Goodart; Mayor Monroe opened the floor for discussion. Mayor Pro-Tem Williamson noted that with the Planning Commission not being in favor he was hesitant; he inquired as to why. Mrs. Sims advised there was not specific discussion as to why they were not in favor. Staff did not provide the proposed layout for the new house in Lot 1A or where the current house sits on Lot 1B as those were out of scope for the plat consideration. They were presented to Zoning Board as they did pertain to the variance request. Council member Morris inquired about variance approval process and Councils role regarding conforming Plat approval. Mr. deGraffenried spoke to the administrative approval process when it comes to 4 or fewer lots. With no additional questions or discussion, with a unanimous vote, the motion carried. (Kuehne absent)

7.5	Discussion and possible selection of website photo contest winner
-----	---

Council member Clark moved to approve photo entry number two (2); Mayor Pro Tem Williamson seconded the motion and with a unanimous vote, the motion carried. (Kuehne absent)

7.6	Discussion and consideration for approval for the Lampasas Police Department to pay Cardinal Tracking, Inc. the remaining outstanding balance owed for the Computer Aided Dispatch (CAD) program.
-----	---

Council member Morris moved to approve payment to Cardinal Tracking Inc. for the remaining balance owed for the Computer Aided Dispatch (CAD) program in the amount of \$ 42,810.00, the motion was seconded by Council member Clark and with a unanimous vote, the motion carried. (Kuehne absent)

7.7	Discussion and possible action regarding approval for Pyrotecnico Fireworks, Inc. to conduct Spring Ho Fireworks display on Wednesday, July 7, 2021.
-----	--

Mayor Pro-Tem Williamson moved to approve the Spring Ho Fireworks display on Wednesday, July 7, 2021 to be conducted by Pyrotecnico Fireworks, Inc.; the motion was seconded by Council member Pearce and with a unanimous vote, the motion carried. (Kuehne absent)

7.8	Discussion and possible action regarding HOT Fund request by the Spring Ho Committee in the amount of \$5,000 for the Annual Spring Ho Festival July 5-11, 2021.
-----	--

Council member Morris moved to approve the HOT fund request in the amount of \$5,000 for the annual Spring Ho Festival to help with advertising expenses outside of Lampasas, the motion was seconded by Council member Clark and with a unanimous vote, the motion carried. (Kuehne absent)

7.9	Discussion and possible action regarding disposal of Street Sweeper as State Law allows
-----	---

Mayor Pro Tem Williamson moved to approve the request to dispose of the Street Sweeper as State Law allows, the motion was seconded by Council member Goodart and with a unanimous vote, the motion carried.

7.10	Discussion and possible action regarding the ratification of expenditure for Airport Fuel Pump.
------	---

Council member Goodart moved to approve the ratification of expenditure for the emergency purchase of a new Airport Fuel Pump in the amount of \$12,988.38 due to the card reader and fuel pump not communicating properly, the motion was seconded by Mayor Pro-Tem Williamson and with a unanimous vote, the motion carried. (Kuehne absent)

7.11	Discussion and possible action regarding disposal of four (4) Siemens UPS's
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Mayor Pro Tem Williamson moved to approve the request to dispose of four (4) Siemens UPS's as State Law allows, the motion was seconded by Council member Clark and with a unanimous vote, the motion carried.

Adjourn into Executive Session

Mayor Pro Tem Williamson moved to adjourn into Executive Session at 7:37 p.m., Council member Clark seconded the motion and with a unanimous vote, the motion carried.

EXECUTIVE SESSION

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

8.0	EXECUTIVE SESSION ITEMS
8.1	Section 551.087 (economic development)- (1) to receive and evaluate financial information received from a business prospect, to discuss same, and/or to deliberate regarding commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay, or expand in or near the city, with which the City is conducting economic development negotiations; and/or (2) to deliberate an offer of any financial or other incentives to any business prospect described above.
8.2	Adjourn executive session and reconvene Regular Session

Council reconvened into regular session at 8:24 p.m.

REGULAR SESSION

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

There was no action taken in Executive Session

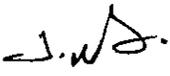
Adjourn-Mayor Pro-Tem Williamson moved to adjourn at 8:25 p.m.; the motion was seconded by Council member Clark and with a unanimous vote, the motion carried.

PASSED AND APPROVED this _____ day of _____, 2021.

TJ Monroe, Mayor

ATTEST:

Becky Sims, City Secretary


City Manager

ITEM NO. 3.1

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

Subject:

Discussion and possible action regarding the second reading of an Ordinance for a Specific Use Permit for property described as Lot 3, Block 8, Hanna Springs Addition, commonly known as 206 N Chestnut, Lampasas, Texas Lampasas County to allow for a Storage Building in an area zoned Retail.

Requested By: Becky Sims, City Secretary/Zoning Administrator

Submitted By: Becky Sims, City Secretary/Zoning Administrator

Date Submitted: June 9, 2021

For the Agenda of: June 28, 2021

Procurement and Funding Statement:

Attachments:

Summary Statement:

This is the second reading of an Ordinance.

Recommendation:

To consider a motion to approve, deny or approve with modifications the second reading of an Ordinance for a Specific Use Permit for property described as Lot 3, Block 8, Hanna Springs Addition, commonly known as 206 N Chestnut, Lampasas, Texas Lampasas County to allow for a Storage Building in an area zoned Retail.

ORDINANCE NO. _____

AN ORDINANCE GRANTING A REQUEST FOR A SPECIFIC USE PERMIT TO ALLOW FOR A STORAGE BUILDING IN AN AREA ZONED RETAIL; DESCRIBED AS LOT 3, BLOCK 8, HANNA SPRING ADDITION, COMMONLY KNOWN AS 206 N CHESTNUT LAMPASAS, TEXAS LAMPASAS COUNTY, DETAILING RESTRICTIONS RELATED THERETO; ORDERING A CHANGE TO ORDINANCE NO. 878 AND THE ACCOMPANYING CITY OF LAMPASAS' ZONING MAP REFLECTING SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, CKG Properties (owners), filed a request for a Specific Use Permit to allow for a Storage Building in an area zoned Retail. The property is described as Lot 3, Block 8, Hanna Springs Addition, commonly known as 206 N Chestnut Lampasas, Texas Lampasas County

WHEREAS, pursuant to Section 10.4 of the City's Zoning Ordinance, notice of the Specific Use Permit request was given to all property owners located within two hundred feet (200') of the property; and

WHEREAS, pursuant to Section 10 of the Zoning Ordinance of the City of Lampasas, Texas, public notice has been given, and a public hearing was held on June 3, 2021, by the Planning & Zoning Commission regarding the request for a Specific Use Permit by the Applicant; and

WHEREAS, pursuant to Section 10 of the Zoning Ordinance of the City of Lampasas, Texas, public notice has been given, and a public hearing was held on June 14, 2021 by the City Council regarding the request for a Specific Use Permit by the Applicant; and

WHEREAS, the City Council finds that it is in the public interest to approve the requested Specific Use Permit for a Storage Building in an area zoned Retail.

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

Part 1: That the Specific Use Permit requested by CKG Properties (owners) to allow for a Storage Building in an area zoned Retail shall be approved. The property is described as Lot 3, Block 8, Hanna Springs Addition, commonly known as 206 N Chestnut Lampasas, Texas Lampasas County

Part 2: The City's City Manager and staff are hereby authorized and shall take actions necessary to reflect this amendment to the zoning designation of this Property in City documentation, including amendment to the City's Official Zoning Map.

Part 3: If any section or part 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 this Ordinance or Code of Ordinances, City of Lampasas, Texas.

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

Passed and approved the First Reading on the 14TH day of June 2021.

Passed and Adopted on the Second Reading on the 28th day of June 2021.

APPROVED:

TJ Monroe, 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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Memo

To: Finley deGraffenried, City Manager
 From: Monica Wright, Director of Information Systems
 Date: Friday, June 4, 2021
 Re: May 2021 Monthly Report



Information
Systems

IT Service Tickets:

May 2020	May 2021	
286	468	+182 service tickets

Social Media Stats:

	May 2020	May 2021	
Facebook Followers	6,006	6,697	+691 FB page followers
Twitter Followers	568	626	+58 Twitter followers
Instagram Followers	0	120	

Website Payments:

	May 2020	May 2021	
City Utility	429 \$128,308.98	524 \$140,435.59	+95 online payments +\$12,126.61
Municipal Court	31 \$9,392.62	18 \$3,833.01	-13 online payments -\$5,559.61

Website Stats:

	May 2020	May 2021	
Page Visits	15,537	15,490	- 47 visits
Page Views	27,898	33,174	+ 5,276 - page views
Downloads	3,740	3,140	- 600 downloads

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

IT Supported Hardware:

PCs	92
Servers	22
Firewalls	5
Laptops	51
Printers	69
Wireless Access Points (WAP)	16
Switches	21
Network Attached Storage (NAS)	7
Tablets	10
Verizon Aircards	39
IT Supported Software	30+ applications

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 new PD firewall **(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)**
- Modify/adopt employee computer use policy **(completed)**
- Configure/install replacement credit card readers with chip readers **(completed)**
- Obtain quotes for replacement IT Building windows **(completed)**
- Configured/replaced Library Useful server/patron thin clients **(completed)**
- Obtained quotes/configured/replaced (10) PCs **(completed)**
- Obtained quote for time management software that interfaces with Incode **(completed)**
- Obtain quote/configure/install a new PD firewall for CAD system **(completed)**
- City wide cyber security training for all employees **(completed)**
- Obtain Quote from Tyler Technologies for Incode V. 9 upgrade **(completed)**
- Schedule IT Building (7) windows replacement **(FY 20-21)**
- PD CJIS audit **(FY 20-21)**

May Projects:

- Deployed State DIR required cyber security training module to employees
- FY 20-21 budget projections due to Finance: 5-15
- Obtained quote/configured/installed new PD firewall for Cardinal CAD project
- Provided PD CJIS audit documents to DPS for Cardinal CAD project
- Made updates to PD network diagram/sent to staff/DPS/TSM Consulting
- FY 21-22 Budget Planning/Quotes
- FY 21-22 IT Budget due to Finance: 5-23
- Configured secured VPN connection to Nlets.org server for CAD project
- Configured secured VPN connection from PD firewall to City firewall for CAD project
- Obtained quote for (3) Windows Server 2019 OS/Sql Server 2019/purchased for PD Servers
- Purchased Watchguard AuthPoint software for PD laptops/Cardinal CAD project compliance
- Purchased Watchguard DNS WatchGo software for PD laptops/Cardinal CAD project compliance
- Purchased Panda antivirus software for PD laptops/Cardinal CAD project compliance
- Purchased NetMotion software for new PD VM server/Cardinal CAD project compliance
- Configured/setup new PD Netmotion VM Server for Cardinal CAD project
- Attended Tyler Technologies Incode 9 Cloud demonstration/discussed with staff
- Assisted Finance with new Mayor signature for payroll
- Attended Tyler Technologies ExecuTime (time management) demonstration/discussed with staff
- Discussed implementation of new Electric SCADA software with vendor and staff
- Configured/replaced PD Watchguard Video Wireless Access Point (WAP) / Apply firmware updates to car cameras

- Pushed out weekly Covid-19 updates on website/social media
- Re-cabled the PD server rack/rearranged for new firewall
- Configured/installed new PD firewall
- Researched Incode Upgrade Options/Quote for Incode SQL v9
- ORR email requests
- Contacted Incode regarding OS upgrade on host server
- Assisted with CCR (water quality report) website link for utility bills
- Configured WWW Superintendent laptop/added to inventory/issued out
- Sent Utility Billing receipt printer in for repair/installed loaner printer

June Projects:

- Complete State required Cyber Security Training
- Meet with CM to discuss proposed FY 21-22 IT Budget
- Send in Cyber Security Training employee compliance to the State
- TSM Consulting onsite for assistance with PD Cardinal CAD project: 6-9
- Replace server hard drives on PD-Host 1 server/rebuild/add to inventory
- Replace server hard drives on PD-Host 2 server/rebuild/add to inventory
- Rebuild PD Cardinal VM server with Windows Server 2019 STD OS
- Configure/install Watchguard AuthPoint software on PD laptops for Cardinal CAD project compliance
- Configure/install Watchguard DNS WatchGo software on PD laptops for Cardinal CAD project compliance
- Configure/install Panda antivirus software on PD laptops for Cardinal CAD project compliance
- Configure/install NetMotion software on a new PD VM server for Cardinal CAD project compliance
- Configure/install Watchguard Threat Detection and Response (TDR) on PD laptops for Cardinal CAD project
- Configure/install Watchguard VPN software on PD laptops for Cardinal CAD project
- Quote for replacement meter reader switch/purchase/install/add to inventory
- Schedule IT Building window replacement project
- Push out weekly Covid-19 updates on website/social media
- Setup AT&T fiber account support portal
- Configure/install (1) WAP's (wireless access points) at Animal Shelter
- Update and access IT Inventory
- Update IT technical documentation

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
- Setup recurring dlvr.it posts
- 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**)
- Upgrades to Microsoft Office licenses (**FY-20-21**)
- Replace (7) IT Building windows (**FY 20-21**)
- Adopt future amendments to IT Computer Policy (**FY 21-22**)
- IT Building Server Room Wall with locking door (**FY 21-22**)
- Installation of security cameras at Old City Hall (**FY 21-22**)
- Free re-design of City & EDC websites (**FY 21-22**)
- Microsoft Office Exchange Email Archive Integration (**FY 21-22**)
- Repaint IT Building (**FY 22-23**)
- Point to Point wireless Internet solution for locations not on fiber (**FY 22-23**)
- Migrate Incode software to cloud/SQL solution (**FY 22-23**)
- City fiber network added to mapping layers (**uncertain**)
- Research/implement timesheet/time off request software (**uncertain**)

LAMPASAS PUBLIC LIBRARY

MAY 2021

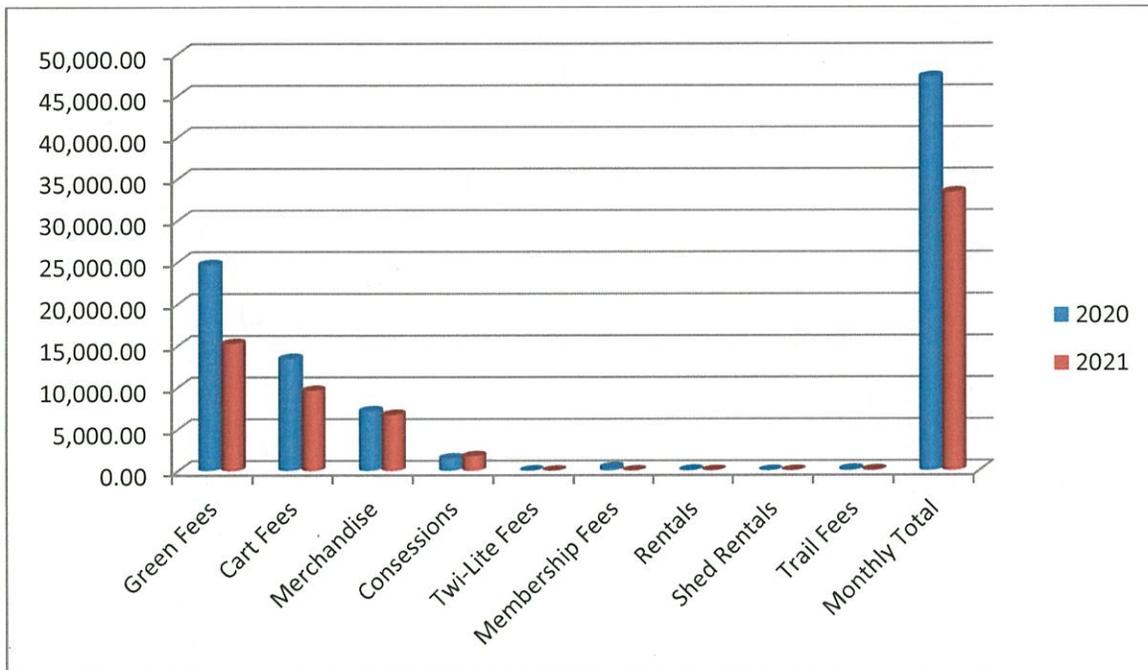
- Circulation** We circulated 3,954 items in May, which is up 4% from April (3,801). The library was closed for Memorial Day.
- Door Count** There were 2,231 visitors during May, which is up 19.5% from April (1,867).
- Internet Usage** There were 176 Internet sessions in May, compared to 54 in April (up 225.9%).
- Wifi Usage** We had 81 distinct clients use the public wifi in May, which is down 4.7% from April. There was an average of 5 users per day, down 28.6% from last month.
- Text Interactions** We communicated, via text messages, with 92 unique phone numbers in May, which is up 10.8% from April (83). We sent/received a total of 419 messages, which is down 10.1% from last month (466).
- Summer Reading** This year's theme is "Tails & Tales" so all of our programming is animal-related. Programs include: mobile dairy, petting zoo, FFA students, and Lampasas animal shelter. All programs will be outside on Wednesdays at 10am. Children and teens will track their reading, and if they reach the overall reading goal of 100,000 minutes, one of the library staff will get a pie in the face following the program on June 23. Voting is open to the public (at the library). A photo of the staff's boxes is below.

We also appreciate the generous donation from FMC Science, which allowed us to purchase prizes for the children and teens, instead of asking for donations from our local businesses, who have been hit hard by the pandemic.

As of June 4, we have 128 kids (ages 3-10 yrs) and 28 teens (ages 11-17 yrs) signed up, for a total of 156. There were approximately 200 in attendance for the Mobile Dairy program on June 2.



Hancock Park G.C. May Revenue Comparison 2020 and 2021



Memo

To: Finley deGraffenied, City Manager

From: Van Berry, Golf Course Manager

cc: City Council Members

Date: June 24, 2021

Re: Monthly Report, May 2021

- We finally received the pressure maintenance pump and heat exchanger for our pump station; they froze and broke during the freeze in February. The reason it took so long to get these items is, evidently nearly all of these types of pump stations lost the same components during the freeze and they had to manufacture them, which caused the delay. The final cost for the components and the labor was \$7,463.48.
- I was able to get seasonal help from the Texas Work Force Commission on May 10, which helped a lot because he was a very helpful in preparing for our Memorial Day Golf Tournament.
- The golf course maintenance crew have been very busy in the daily preparations of the golf course. The grass is really growing and it is non-stop mowing. The golf course is in good shape and we have been very busy.
- Applied 800 lbs. of Gypsum on the greens.
- Applied 600 lbs. of 0-0-30 (potash) on the greens.
- Applied 300 lbs. of fertilizer on the greens.
- Sprayed the greens nitrogen.

May 2021 Tournaments:

- May 1 – Fields Family Fund-Raiser, approximately 100 golfers and the tournament raised approximately \$8,000.00 for the family. This family lost their house and all their possessions due to a house fire.
- May 29th, 30th, 31st – 70th Annual A.C January Memorial Day Golf Tournament, 192 golfers.

CITY SECRETARY DEPARTMENT/ MAY 2021 MONTHLY REPORT

Brief Monthly Overview of Department Employees:

Becky Sims, City Secretary/Zoning Administrator

- May 1st Election/ May 10th Canvass/ May 24th Swearing in new Mayor & Council members and Municipal Judge.
- Posted May 2022 Internet Election Posting as required- May 5th
- Prepared and posted packet, attended and took minutes of the May 10th & May 24th Regular Council meetings.
- Hosted RCI Consultant for Records Retention Update- May 10th -May 12th
- Prepared draft Budget Projections and New Budget for 2021/2022 for City Secretary & Non-Departmental
- Issued grading permit for the new Spring Ho Building
- Issued permits for the new LISD Auto Tech/AG Building
- Prepared and posted packet, attended and took minutes for the May 18th ZBA Meeting, May 19th CIP Meeting and May 19th LEDC Meeting.
- Attended Virtual Municipal Fundamentals Seminar- May 21st
- Finalized City Council Orientation Handbook
- Facilitated Council sign up for Newly Elected Officials Training in July; ordered new name plates and scheduled new Council pictures.
- Prepared Documents for Hillside Acres Voluntary Annexation
- Reviewed Supplement 30 for Ordinance Codification
- Ordered new code books identifying significant changes from 2015 code to 2018 code to prepare for adoption of new 2021 Building Codes.
- Processed/Facilitated (13) Open Records Requests
- Daily Building /Planning & Zoning responsibilities – key contact person who handles inquiries/requests and all administrative work/research.
- Reviewed and selected candidates for Administrative Secretary Interview Process
- As of May 17th, took over Administrative Duties

Administrative Secretary

- Assisted the City Manager, City Secretary, EDC Director and Building Official with daily operations
- Assisted all incoming customers
- Prepared and posted packet, attended and took minutes of the May 5th LEDC meeting and the May 6th CIP 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
- Maintains vehicle inspection/registration process for all City vehicles
- Completes and files Cemetery Deeds
- Chasity Shifflett's last day was May 17, 2021.



Finance/Utility Billing & Collection

MEMO

Date: June 24, 2021

To: Finley deGraffenried, City Manager

From: Yvonne Moreno, Finance Director

RE: Monthly Report for May 2021

Finance Department:

- * Completed/reviewed all journal entries.
- * Worked with various departments regarding budget projection and new budget numbers.
- * Coordinated with Human Resources regarding various questions and processes.
- * Accounts Payables processing is on a regular schedule and bills are processed on a weekly basis ensuring that our expenses are recorded in a timely manner.
- * All payments for the 2016 CO projects are transferred from TexPool Prime to Bancorp South to cover those invoices. Interest earned for May was \$9.53
- * Sales Tax for May was \$245,805.00, which is an increase of 37% from May 2020.
- * Reconciled 18 bank accounts
 - Processed 334 Accounts Payable Checks
 - Processed Bi-Weekly Payroll and Longevity Checks

Utility Department:

- The Electric billing for May 2021 was 12% lower than what was billed in May 2020.
The Water billing for May 2021 was 9% lower than what was billed in May 2020.
- May Statistics for the department:

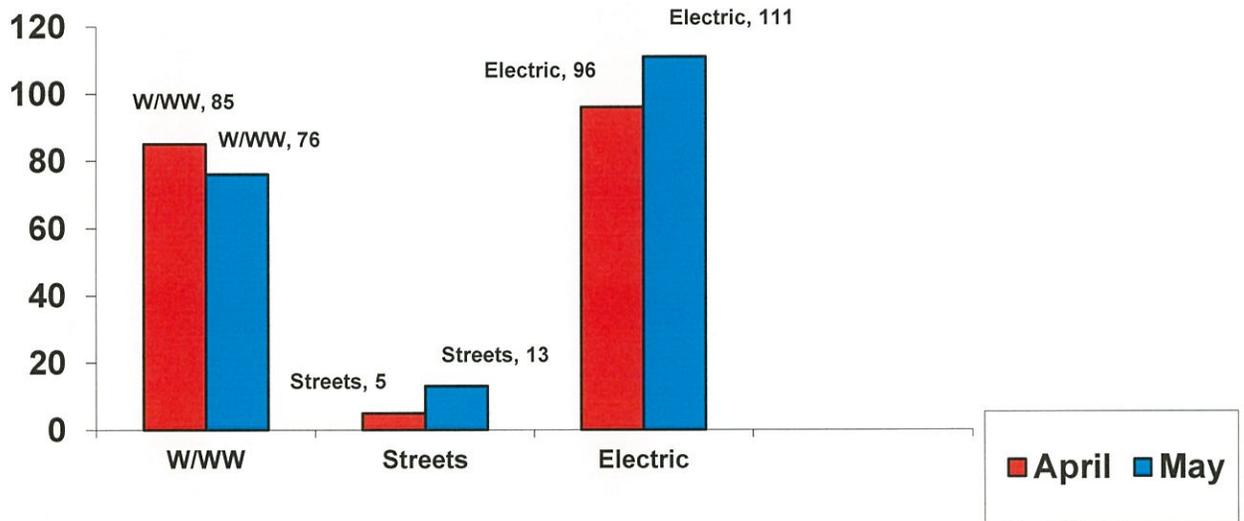
Total Water Customers	3,555
Total Wastewater Customers	2,836
Total Electric Customers	4,990
Residential Garbage Customers	2,713
Connects:	38
Disconnects:	26
Read In/Read Out:	31
Disconnects for Non-Pay:	26 (17 were reconnected)



Public Works

JUNE 2021

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



Work Order Summary:

Received: 200

Completed: 188

Voids: 3

To: Rickie Roy
From: Carlos Garcia
Date: Friday, June 25, 2021
Re: May, Monthly

Street Department

Mr. Roy,

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

- 1) Street – Total Work Orders =13, Total Complete = 10, Total Outstanding =3, Total Void = 0
- 2) Street department work on patching workorders.
- 3) Line of sights.
- 4) Sweeping all areas of the city.
- 5) Mowed and weedeating all drains and right a ways.

For the month of June, We will be continuing taking care of work orders. We will continue to tree trimming and line of sights. We will be mowing and weedeating and be getting ready for spring ho in July.

Memo

To: Rickie Roy
From: Flint Geagley
Date: June 4, 2021
Re: May Activities

Electric Department

This month's activities involved:

- Received a total of 111 work orders and completed 109.
- Operations and Maintenance
 1. Received 39 line locates
 2. Worked poles at new CEFCO
 3. Replaced bad transformer at 1 Goldman
 4. Cut trees at golf course
 5. Cut trees at Boones RV Park
- Set 8 poles:
 1. replaced 1 pole on the inspection list
 1. replaced 3 bad poles
 2. set 1 pole for service upgrade
 3. set 1 pole for new house on CR 1045
 4. set 2 new poles for new line at Community Church on 4th street
- Connected:
 1. Upgrades – 4
 2. New services – 5
 3. Temps - 2
- Overtime: Received 14 callouts
 1. Storm - 3
 2. Tree - 3
 3. Animal Contact - 2
 4. Line down – 1 (cable)
 5. On customer side - 5
- Activities for the Year 2020 - 2021:
 - Pole Inspection replacement: total 389 poles, have replaced 327 poles
 - Stone Valley: (70% complete)
 - Brown St Subdivision: (80% complete)
 - CEFCO: Have set new poles, have received pad mount transformer (80% complete)
 - Community Church: set new poles and transformer (90% complete)
 - Whataburger: Have installed new pole and primary riser, have received new pad mount transformer (50% complete)

Monthly Report

To: Rickie Roy, Public Works Director
From: Van Sims, W/WW Operations Manager
Date: June 11, 2021
Re: May 2021 Monthly Report

Water/Wastewater Department

Summary of Activities

- **Operation of Water Distribution System**

1. Repaired 1 water leaks.
2. Made 2 new water taps.
3. Completed monthly flushing.
4. Collected 9 routine Bac T samples (all passed)
5. Completed all disinfection action plan monitoring and nitrification action plan monitoring.

- **Operation of Wastewater Collection System**

1. Cleared 2 sewer stoppages.
2. Repaired 1 damaged sewer line.
3. Completed all monthly lift station checks. ****NOTE**** Excess grease noted at Golf Course lift station and excess petroleum waste noted at Hoffpaur and Oil States lift stations.

- **Operation of Wastewater Treatment Facility**

1. Completed all daily checks of equipment and facilities.
2. Collected all TCEQ required sampling and analysis for the municipal plant.
3. Performed all routine maintenance on scheduled equipment.
4. Removed 160 yds of cake.

- Total Work Orders Completed -76
- Utility Locates -51
- Customer Service Calls – 6
- Routing Forms Completed- 2

To: City Manager, Finley DeGraffenried
Honorable Mayor and City Council
From: Chief of Police, Sammy Bailey
Date: June 8, 2021
Re: Monthly City Council Report, May 2021

- Sgt. Fidel Morua attended a two week Texas Sergeant Academy, hosted by the Center for American and International Law. He graduated on May 14 th. Texas Municipal League shared half the cost of tuition with the department saving \$500.00.
- Lampasas Promenade, Graduation and Project Graduation were all successful events.
- We submitted a 2021 bulletproof vest grant request that reimburses the City for \$400.00 of the cost of the bulletproof vest. We applied for seven (7) vest replacements with allowable reimbursement of up to \$2,800.00.
- Budgets for the Police Department, Animal Shelter, and Seizure Fund were all submitted to Finance Director Yvonne Moreno.
- We still working with BearCom to fine tune the newly installed Public Safety Communication System.
- We along with the IT department are still working with Cardinal CAD to have CAD system working properly with CJIS approval in the near future.
- We have been working on Spring Ho schedules and attending meeting in regards to Spring Ho events.

LAMPASAS POLICE DEPARTMENT
CHIEF SAMMY BAILEY **ASST CHIEF JODY CUMMINGS**

Monthly Report
May-21

VEHICLE MILEAGE:	May-21	YTD	05/2020 YTD
UNIT # 1 2016 FORD SUV	799	4391	4288
UNIT # 2 2014 CHEVROLET	742	3230	2712
UNIT # 3 2017 FORD	183	1185	928
UNIT # 4 2012 CHEVROLET	1051	3657	3368
UNIT # 5 2017 FORD SUV	572	2850	3695
UNIT # 6 2014 FORD F150	880	4367	4951
UNIT # 7 2014 CHEVROLET	1008	5374	3109
UNIT # 8 2016 FORD SUV	404	1503	3131
UNIT # 9 2020 FORD	1226	3969	
UNIT #10 2017 FORD F150	588	2321	1658
UNIT #11 2010 FORD	709	4192	738
UNIT #12 2010 FORD	359	2458	3312
UNIT #13 2014 CHEVROLET	293	1999	3648
UNIT #14 2016 FORD	1039	4527	3565
UNIT #15 2017 FORD	849	3699	3658
UNIT #16 2016 FORD	712	3190	2410
UNIT #17 2011 FORD	988	5108	2031
UNIT #18 2013 CHEVROLET	329	1592	2006
UNIT #19 2019 CHEVROLET TRUCK	22	100	100
UNIT #20 2017 FORD SUV	179	2344	2238
UNIT #21 2017 FORD TRUCK	276	1593	2597
UNIT #22 2017 FORD	743	2765	2233
UNIT #23 2017 FORD	638	2940	3037
UNIT #24 2010 FORD <small>(Retired 11/2020)</small>			0
UNIT #9 2009 FORD (Admin)	0	348	431
TOTAL PATROL MILEAGE	14589	69702	59844
FELONIES REPORTED	22	150	116
FELONIES CLEARED	19	170	111
MISDEMEANORS REPORTED	112	502	521
MISDEMEANORS CLEARED	107	523	461
TOTAL CASES REPORTED	134	652	637
TOTAL CASES CLEARED	126	693	572
TOTAL INCIDENTS	36	124	173
ADULT ARRESTS	53	268	271
JUVENILE ARRESTS	1	16	24
WARRANTS/CAPIAS SERVED	14	49	84
WARRANTS PAID AT LMC	0	7	9
TRAFFIC CITATIONS ISSUED	61	371	601
WARNINGS ISSUED	377	1917	1888
TOTAL ARRESTS	129	711	989
TOTAL DEPARTMENT CONTACTS	506	2628	2877
REFERENCE ONLY:			
D.W.I.	4	23	21
D.U.I./MINOR	0	2	2
MARIJUANA / DRUG POSSESSION	16	72	60
JUVENILE TOBACCO POSSESSION	1	8	8
FIELD CONTACTS	6	24	16
PUBLIC RELATION CONTACTS	17	110	89

	May-21	YTD	05/2020 YTD
ACCIDENTS:			
MINOR ACCIDENTS	22	102	98
MAJOR ACCIDENTS	2	5	8
FATAL ACCIDENTS	0	0	0
TOTAL ACCIDENTS	24	107	106
CODE ENFORCEMENT:			
HIGH WEEDS & TRASH	46	142	103
JUNK / UNREGISTERED VEHICLES	0	8	22
SUBSTANDARD HOUSING	1	2	0
BUILDING COMPLAINTS	0	0	0
MISCELLANEOUS	11	70	87
TOTAL CODE COMPLAINTS	58	222	212
DAILY ACTIVITIES:			
CALLS FOR SERVICE	910	4391	4341
TELEPHONE CALLS RECEIVED	3006	16008	24382
ESCORTS	53	274	228
MOTORIST ASSISTS	50	250	214
EMERGENCY ORDER OF DETENTION	2	5	9
BEHAVIORAL CRISIS	7	33	25
911 CALLS	286	1153	1109
TEXT TO 911	0	2	1
OPEN RECORD REQUESTS	25	159	162
ANIMAL CONTROL:			
ANIMAL CFS & FOLLOW UPS	178	799	773
ANIMAL IMPOUNDS	48	272	205
CPAAA VOLUNTEER HOURS:	54.75	167.25	115.00

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)

	May-21	YTD	05/2020 YTD
WARRANT TOTALS:			
LMC WARRANTS ISSUED	64	86	144
LMC WARRANTS RECALLED	19	240	307
LMC WARRANTS SERVED OR PYMT ARRANGEMENTS MADE AT LMC	1	23	67
LMC WARRANTS PAID AT LMC / PD	0	0	1

	May-21	YTD	05/2020 YTD
WARRANT \$ AMOUNTS:			
LMC WARRANTS ISSUED	\$38,500.91	\$51,529.64	\$86,783.36
LMC WARRANTS RECALLED	\$10,541.60	\$132,961.45	\$156,493.49
LMC WARRANTS SERVED OR PYMT ARRANGEMENTS MADE AT LMC	\$763.30	\$18,238.91	\$43,082.55
MONEY COLLECTED AT PD	\$0.00	\$0.00	\$511.84

Report Prepared by Kelli Sanguinet 06/07/2021

LAMPASAS ANIMAL SHELTER
CITY LOG

MAY 2021

DATE	INTAKE	SEX	AGE	BREED	COLOR	ADDRESS	NAME	PRECAUTIONS	DISPOSITION	OFFICER
05/03/2021	IMP P11372	M	A	ACD X	BRN/WHIT	HWY 281/190	BANDIT		RTO 5-3	CITIZEN
05/03/2021	IMP P11373	F	A	TERRIER X	BLK/TAN	STRIPES GAS STATION	FOXY		ADOPTED 5-1	CITIZEN
05/04/2021	IMP P11374	M	A	DMH	GRAY/WHIT	203 S HOWE		FERAL	EUTH 5-4	131
05/05/2021	IMP P11375	MN	A	DSH	BLK/WHIT	203 S HOWE	BULLET		RTO 5-10	131
05/05/2021	IMP P11376	M	A	MANX	SEAL PNT	1006 E AVE H			EUTH 5-11	131
05/05/2021	IMP P11377	M	A	DMH	RED TAB/WHT	12 PARK LN		FERAL	EUTH 5-5	131
05/05/2021	IMP P11378	M	J	IXED LARGE BREE	BRINDLE	W AVE C	BAXTER		ADOPTED 5-14	CITIZEN
05/05/2021	IMP P11379	M	B	DSH	BRN TAB	511 S HACKBERRY		INJURED	EUTH 5-6	131
05/06/2021	IMP P11380	M	A	DSH	BLK/WHIT	11 LIVELY LN		SICK	EUTH 5-6	131
05/07/2021	IMP P11381	M	A	MANX	BLACK	808 W 6TH ST	WILSON			109
05/07/2021	IMP P11382	F	B	DMH	BLACK	603 S WESTERN			EUTH	131
05/07/2021	IMP P11383	F	B	DMH	BLACK	603 S WESTERN		FERAL	EUTH 5-21	131
05/08/2021	IMP P11384	F	A	PIT X	FAWN/WHIT	HWY 190/OLD GEORGETOWN ROAD	SLICK		RTO 5-8	CITIZEN
05/08/2021	IMP P11385	F	A	HOUND X	TAN/WHIT	HWY 190/OLD GEORGETOWN ROAD	ALYSIA		RTO 5-8	CITIZEN
05/10/2021	IMP P11386	M	J	HOUND X	RED/BLK	WALMART	WALLY		ADOPTED 5-15	CITIZEN
05/11/2021	IMP P11387	M	ADO	PIT X	RED/WHIT	300 BLK E 6TH	LOGAN			131
05/11/2021	IMP P11388	M	A	BULLDOG X	WHIT/BLUE	KEY & 6TH	DIESEL		RTO 5-12	CITIZEN
05/12/2021	IMP P11389	F	B	HUSKY X	BLK/WHIT	BORN IN CARE			RESCUE 5-20	134
05/12/2021	IMP P11390	F	B	HUSKY X	BLUE/WHIT	BORN IN CARE			RESCUE 5-20	134
05/12/2021	IMP P11391	M	B	HUSKY X	BLUE/WHIT	BORN IN CARE			RESCUE 5-20	134
05/12/2021	IMP P11392	F	B	HUSKY X	BLUE/WHIT	BORN IN CARE			RESCUE 5-20	134
05/12/2021	IMP P11393	F	B	HUSKY X	BLUE/WHIT	BORN IN CARE			RESCUE 5-20	134
05/12/2021	IMP P11394	F	B	HUSKY X	BLACK TRI	BORN IN CARE			RESCUE 5-20	134
05/12/2021	IMP P11395	M	B	HUSKY X	BLK/WHIT	BORN IN CARE			RESCUE 5-20	134
05/12/2021	IMP P11396	F	B	HUSKY X	BLUE/WHIT	BORN IN CARE			RESCUE 5-20	134
05/12/2021	IMP P11397	F	A	CHI X	TAN/WHIT	303 E 5TH		AGGRESSIVE	EUTH 5-21	131
05/12/2021	IMP P11398	M	A	CHI X	WHIT/BLK	303 E 5TH		AGGRESSIVE	EUTH 5-21	131
05/12/2021	SUR P11399	F	10M	SCHNAUZER X	WHITE/CREAM	611 BRIGGS ST	PEACHES		RESCUE 5-13	CITIZEN
05/13/2021	IMP P11400	F	A	DMH	APRICOT/WHIT	33 SUE ANN		FERAL	EUTH 5-13	CITIZEN
05/13/2021	IMP P11401	F	B	DSH	WHIT/APRICOT	33 SUE ANN		FERAL	EUTH 5-13	CITIZEN
05/13/2021	IMP P11402	M	A	DSH	RED TABBY	AIRPORT	GARFIELD		EUTH 5-24	CITIZEN
05/13/2021	IMP P11403	F	B	DSH	BRN TAB/WHT	COUNTY KITCHEN	DAISY			CITIZEN
05/13/2021	IMP P11404	F	B	DSH	BRN TAB	COUNTY KITCHEN	DANA			CITIZEN
05/13/2021	IMP P11405	F	B	DSH	BRN TAB	COUNTY KITCHEN	DAPHNE			CITIZEN
5/14/2021	IMP P11406	F	A	DMH	RED TAB	506 S WESTERN		FERAL	EUTH 5-14	131
05/14/2021	IMP P11406	F	ADO	DSH	APRICOT	205 RIVERVIEW		RINGWORM	EUTH 5-24	CITIZEN
05/15/2021	IMP P11407	M	A	AUSSIE X	BRN/WHIT	AUTOZONE	BANDIT		RTO 5-15	CITIZEN
05/17/2021	IMP P11408	F	A	PIT X	RED	406 W AVE C	JUICY		RTO 5-17	120
05/17/2021	IMP P11409	M	B	MANX X	RED TABBY	33 SUE ANN		FERAL	EUTH 5-17	CITIZEN
05/18/2021	IMP P11410	M	A	CHIHUAHUA	BLACK/WHIT	704 N BROAD	BENJI		RTO 5-18	131
05/18/2021	IMP P11411	M	B	DSH	BRN TAB/WHT	110 N WILLIS		PANLEUK	EUTH 5-25	CITIZEN
05/18/2021	IMP P11412	M	B	DSH	BRN TAB/WHT	110 N WILLIS		PANLEUK	EUTH 5-25	CITIZEN
05/18/2021	IMP P11413	F	B	DSH	RED TAB/WHT	110 N WILLIS		PANLEUK	EUTH 5-25	CITIZEN
05/18/2021	IMP P11414	M	B	DSH	BRN TAB/WHT	110 N WILLIS		PANLEUK	EUTH 5-25	CITIZEN
05/19/2021	IMP P11415	M	B	IXED LARGE BREE	BRINDLE	OLD LOMETA RD - CEMETARY	KOBE			CITIZEN
05/20/2021	IMP P11416	F	A	PIT X	TAN/WHIT	86 SUE ANN	ALYSIA		RTO 5-21	115
05/21/2021	IMP P11417	F	6YR	POINTER X	BLK/WHIT	213 SKYLINE	FANCY		RTO 5-21	109

LAMPASAS ANIMAL SHELTER
CITY LOG

DATE	INTAKE	SEX	AGE	BREED	COLOR	ADDRESS	NAME	PRECAUTIONS	DISPOSITION	OFFICER
05/21/2021	IMP P11418	F	B	DMH	BLACK	300 E 4TH		FERAL	EUTH 5-21	131
05/21/2021	IMP P11419	M	A	DSH	BLUE	1275 S WESTERN		FERAL	EUTH 5-21	131
05/21/2021	IMP P11420	F	A	HOUND X	FAWN/WHIT	304 N RACE	CALLIE		RESCUE	131
05/21/2021	IMP P11421	M	B	RETRIEVER X	TAN/WHIT	304 N RACE	HANK			131
05/21/2021	IMP P11422	F	B	RETRIEVER X	BLK/WHIT	304 N RACE	HARPER			131
05/21/2021	IMP P11423	F	A	DSH	BRN TAB	309 N RACE		FERAL	EUTH 5-21	CITIZEN
05/21/2021	IMP P11424	M	B	DMH	BLUE	309 N RACE	PUMBA		RESCUE	CITIZEN
05/21/2021	IMP P11425	M	B	DSH	BRN TAB	309 N RACE	TIMON		RESCUE	CITIZEN
05/21/2021	IMP P11426	M	B	DMH	BRN TAB	309 N RACE	SIMON		RESCUE	CITIZEN
05/21/2021	IMP P11427	M	B	DSH	BLK/WHIT	309 N RACE	ZAZU		RESCUE	CITIZEN
05/21/2021	IMP P11428	M	B	DMH	GRAY TAB	309 N RACE	RAFIKI		RESCUE	CITIZEN
05/21/2021	SUR P11429	F	2YR	GERMAN SHEPHERD	TAN/BLK	108 W 1ST ST	SANDY		RTO 5-25	CITIZEN
05/22/2021	IMP P11430	F	ADO	PIT BULL MIX	FAWN/WHIT	86 SUEANN	ALYSIA		RTO	120
05/22/2021	IMP P11431	F	B	DMH	BLACK/WHIT	1116 W 1ST	WAEFLE		ADOPTED	115
05/22/2021	IMP P11432	M	A	AUSSIE X	RED/WT	HWY 190/rmc	BANDIT		RTO 5-22	CITIZEN
05/23/2021	IMP P11433	F	A	GOLDEN MIX	RED	HANCOCK PARK	SCOUT			122
05/24/2021	SUR P11434	M	B	DSH	BRN/WHIT TAB	105 E 3RD APT 2	ASHES		RESCUE	CITIZEN
05/24/2021	IMP P11435	MN	A	DSH	GREY/WHIT	306 PEACH			EUTH 5-24	131
05/24/2021	IMP P11436	M	B	DSH	BLACK	11 LIVELY LANE	GIBBS	INJURED	RESCUE	131
05/24/2021	IMP P11437	M	B	DSH	BRN/WHIT TAB	11 LIVELY LANE	MC GEE		RESCUE	131
05/24/2021	IMP P11438	M	B	DSH	BRN/WHIT TAB	11 LIVELY LANE	DINOZZO		RESCUE	131
05/24/2021	IMP P11439	F	B	DSH	BLK/WHIT	11 LIVELY LANE	ZIVA		RESCUE	131
05/24/2021	IMP P11440	F	B	DSH	BROWN TAB	11 LIVELY LANE		INJURED	EUTH 5-24	131
05/24/2021	IMP P11441	M	B	DSH	RED TAB	WALMART		FERAL	EUTH 5-26	CITIZEN
05/24/2021	IMP P11442	M	B	DSH	APRICOT TAB	BEHIND HEB		URI	EUTH 5-24	CITIZEN
05/24/2021	IMP P11443	F	B	DSH	TORBIE	BEHIND HEB		URI	EUTH 5-24	CITIZEN
05/25/2021	IMP P11444	F	A	DMH	CALCIO	306 PEACH		FERAL	EUTH 5-26	131
05/24/2021	IMP P11445	M	B	DSH	BROWN TAB	HOFFPAUIR CHEVY		FERAL	EUTH 5-26	122
05/25/2021	IMP P11446	M	B	LAB X	BLK/WHIT	108 W 1ST ST	FISHER		RESCUE	CITIZEN
05/25/2021	IMP P11447	F	B	PIT MIX	WHIT/RED	301 COLLEGE	LOLA			CITIZEN
05/25/2021	IMP P11448	M	A	PIT MIX	BLK/WHIT	506 E AVE H	STANLEY		RTO 5-27	131
05/25/2021	IMP P11449	F	A	ACD X	WHIT/BLK	506 E AVE H	ELLIE		RTO 5-28	131
05/26/2021	IMP P11450	M	A	DSH	BLK/WHIT	203 MOCKINGBIRD		FERAL	EUTH 5-26	131
05/26/2021	IMP P11451	F	A	DMH	CALCIO	306 PEACH		FERAL	EUTH 5-26	131
05/26/2021	IMP P11452	F	A	DACH X	TAN/WHIT	BEER BARN	DAISY		RTO 5-26	131
05/26/2021	IMP P11453	MN	A	DACH X	RED	BEER BARN	DUKE		RTO 5-26	131
05/27/2021	IMP P11454	F	B	DSH	CALCIO	105 W 1ST		URI	EUTH 5-27	131
05/27/2021	IMP P11455	F	A	HOUND MIX	CHOC WHITE	508 S HOWE				CITIZEN
05/27/2021	IMP P11456	M	A	DSH	GREY/WHIT	306 PEACH		FERAL	EUTH	131
05/28/2021	IMP P11457	ADO		DSH	BLACK	203 MOCKINGBIRD				131
05/30/2021	IMP P11458	F	A	CHIHUAHUA	BRINDLE	CIRCLE K				112
05/30/2021	IMP P11459	F	A	DSH	FLAME POINT	HEREFORD	WANDA		ADOPTED	CITIZEN

Memo

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

Building and Planning
312 East Third, Lampasas TX 76550
512-556-6831, Fax 512-556-8083

From: Becky Sims, Zoning Administrator/City Secretary
Frank Ellett, Building Official

Re: Monthly Report, May 2021

Permits issued on MyPermitNow (implemented December 1, 2020)

- January-12
- February-6
- March- 23
- April- 23
- May- 20

MAY 2021

PROJECT SEGMENT - DESCRIPTION	# OF SEGMENTS	VALUATION	FEE
BLD - BUILDING	6	1,360,000.00	4,149.20
CO - CERTIFICATE OF OCCUPANCY	6	0.00	0.00
DEM - DEMOLITION	1	0.00	50.00
ELE - ELECTRICAL	17	19,432.50	7,714.33
FENCE - FENCE	4	12,500.00	140.00
MEC - MECHANICAL	10	0.00	475.00
PLB - PLUMBING	11	0.00	580.00
REM - REMODEL/ADDITION	13	369,357.00	1,845.00
SHED - SHED, PATIO, DECK	1	0.00	0.00
SIGN - SIGN	2	0.00	95.00
SPRINK - SPRINKLER	2	6,700.00	120.00
*** TOTALS ***	73	1,767,989.50	15,168.53

MAY 2020

PROJECT SEGMENT - DESCRIPTION	# OF SEGMENTS	VALUATION	FEE
BLD - BUILDING	3	412,000.00	4,676.56
CO - CERTIFICATE OF OCCUPANCY	3	0.00	0.00
DEM - DEMOLITION	1	0.00	50.00
ELE - ELECTRICAL	11	1,500.00	7,985.41
FENCE - FENCE	2	7,000.00	70.00
MEC - MECHANICAL	9	1,195.00	470.00
PLB - PLUMBING	13	0.00	21,295.00
REM - REMODEL/ADDITION	15	148,988.14	1,620.00
SIGN - SIGN	1	0.00	30.00
SPRINK - SPRINKLER	6	13,625.00	300.00
*** TOTALS ***	64	584,308.14	36,496.97

Lampasas Economic Development Corporation

From: Mandy Walsh
Re: Staff Report
Date: JUNE 2021



Current Development

City Council has directed staff to proceed with the voluntary annexation process of the Hillside Acres subdivision on West FM 580. CEFCO is waiting on the weather to cooperate so they may install their fuel tanks. Whataburger has passed their plumbing top out inspection. Staff has a meeting scheduled with a potential business owner relocating from the city of Blanco to the former Rutland's building downtown. The Pecan St. Project has picked up; W/WW and electric departments met with the developer onsite to review and discuss plans to move forward. The Santa Fe Depot project has also caught steam again. Both projects will be discussed with City Council at the June 14th meeting.

Website Redesign

Civic Plus is offering another free website redesign for both the City and the LEDC site. Staff is researching other sites, what they offer and how easy they are to navigate. Staff met with a photographer who will be taking professional photos in the next few weeks for the new site, as opposed to using stock images. Staff provided a shot list including healthcare, workforce, new construction, downtown, quality of life and various shots from around Lampasas. We hope to begin the redesign in October.

TDA

The Texas Downtown Association is hosting its first ever virtual downtown summer camp this July. The goal of this event is to provide affordable and accessible education to downtown, economic and community development professionals and champions across the state. Sessions will include community and economic development, small business and entrepreneurship, downtown design and marketing. Each week they will host two live webinars from 10:00-11:30 am. Attendees will also be invited to weekly discussions and to share ideas related to the weekly theme.

Sales Tax

Sales tax collections for May totaled \$245,804.96, an increase of \$66,154.49 (36.82%) over the prior year. Fiscal YTD collections are \$1,608,788.14, up 20.87% compared to last year, while the twelve-month moving average is 19.93% higher than this time last year.

Industry Summary:

<u>Industry</u>	<u>Payment</u>	<u>% Change</u>
Retail	\$139,404.12	36.22%
Food	\$36,888.24	56.94%
General Services	\$22,781.95	58.52%
Miscellaneous	\$14,083.56	36.59%



Manufacturing	\$13,605.12	59.41%
Professional Services	\$12,385.10	-20.67%
Wholesale	\$7,488.49	91.70%
Agricultural	\$5.57	-99.55%

Taxpayer Summary:

The top 10 taxpayers in May had gains of \$20,252.

Job Fair

The Job Fair had (30) businesses participate and approximately (80) job seekers. The businesses I spoke to said this year's job fair had better quality candidates than in past years. Advertising ran in print and online with the Radiogram/KCYL, Lampasas Dispatch, Copperas Cove Leader Press, Heights Herald, Killeen Daily Herald, Fort Hood, Llano News, jobfinder.com, multiple job boards online as well as posters and flyers displayed at local businesses. In mid-May Governor Abbott reported Texas will opt out of further federal unemployment compensation related to the COVID-19 pandemic, effective June 26, 2021. This includes the \$300 weekly unemployment supplement from the Federal Pandemic Unemployment Compensation program. With this news we anticipate a strong number of job seekers.

Industrial Park

Staff hopes to take a draft RFQ to City Council on June 28th to review and gain direction on the engagement of prospects interested in the property owned by the City located at the Industrial Park.

Oil States

Staff met with Oil States representatives and Congressman Williams on June 3rd. Oil States representatives reviewed employment data from this past year and the difficulty in staffing while unemployment and stimulus payments are still occurring. They reported as of June 2021 they've had (26) new hires with a current employee count at (78). What they've started offering are full benefits beginning first day of work, including holiday and vacation pay; employee referral bonus and sign-on bonus of \$500 each; a shift premium for working a 12-hour shift; annual incentive compensation (bonus) plan; most production departments work a schedule giving them a 3-day weekend and offering OT. They are also evaluating offering a higher competitive starting wage in order to attract and hire quality employees.

Life Safety Grant

Heritage Funeral Home was awarded \$20,000 from their Life Safety Grant Application. Their application was reviewed by the grant review panel including the LEDC Board president, Building Official, Fire Marshal and staff. The life safety improvements they installed in their business at 401 N Key Ave included fire suppression (sprinkler) system, fire alarms and emergency egress.

Connected Nation

Staff is still working closely with Connected Nation and the CTCOG on collecting data for county residents and their need for highspeed internet. We've seen an uptick in Lampasas County in the residential sector, and still



looking to close the Lampasas/San Saba areas out at the end of the month, so CTCOG is sending out targeted emails this week to many of the public sector entities. Here are the public sectors they're targeting: Government, Health, Higher Ed, K-12, Library & Community Organization and Public Safety. Connected Nation is an independent, public, and private initiative working to ensure that all can experience the benefits of broadband. They work to collect data from several sectors to assess the needs of the community and build out a plan of action that communities can take advantage of, creating accurate broadband maps to promote broadband expansion and technology growth in Texas.



Lampasas Fire Department

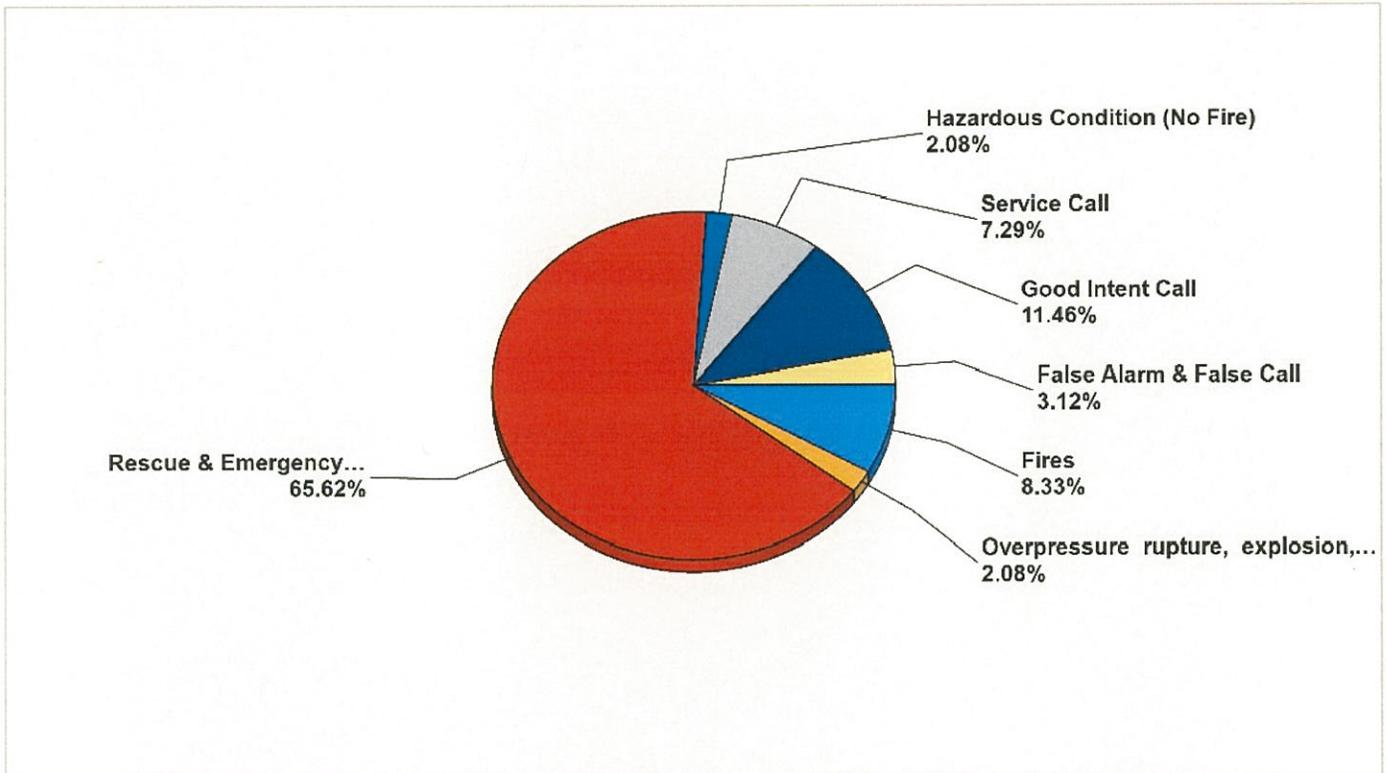
Lampasas, TX

This report was generated on 6/25/2021 7:25:50 AM



Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 05/01/2021 | End Date: 05/31/2021



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	8	8.33%
Overpressure rupture, explosion, overheating - no fire	2	2.08%
Rescue & Emergency Medical Service	63	65.62%
Hazardous Condition (No Fire)	2	2.08%
Service Call	7	7.29%
Good Intent Call	11	11.46%
False Alarm & False Call	3	3.12%
TOTAL	96	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.



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Detailed Breakdown by Incident Type

INCIDENT TYPE	# INCIDENTS	% of TOTAL
111 - Building fire	2	2.08%
118 - Trash or rubbish fire, contained	1	1.04%
131 - Passenger vehicle fire	2	2.08%
132 - Road freight or transport vehicle fire	1	1.04%
143 - Grass fire	2	2.08%
200 - Overpressure rupture, explosion, overheat other	1	1.04%
251 - Excessive heat, scorch burns with no ignition	1	1.04%
311 - Medical assist, assist EMS crew	56	58.33%
322 - Motor vehicle accident with injuries	3	3.12%
324 - Motor vehicle accident with no injuries.	3	3.12%
357 - Extrication of victim(s) from machinery	1	1.04%
411 - Gasoline or other flammable liquid spill	1	1.04%
445 - Arcing, shorted electrical equipment	1	1.04%
510 - Person in distress, other	1	1.04%
542 - Animal rescue	1	1.04%
550 - Public service assistance, other	1	1.04%
551 - Assist police or other governmental agency	2	2.08%
553 - Public service	1	1.04%
561 - Unauthorized burning	1	1.04%
611 - Dispatched & cancelled en route	6	6.25%
622 - No incident found on arrival at dispatch address	2	2.08%
631 - Authorized controlled burning	1	1.04%
651 - Smoke scare, odor of smoke	2	2.08%
733 - Smoke detector activation due to malfunction	1	1.04%
743 - Smoke detector activation, no fire - unintentional	1	1.04%
745 - Alarm system activation, no fire - unintentional	1	1.04%
TOTAL INCIDENTS:	96	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.



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Doc Id: 553

Page # 2 of 2

Lampasas Fire Department

Lampasas, TX

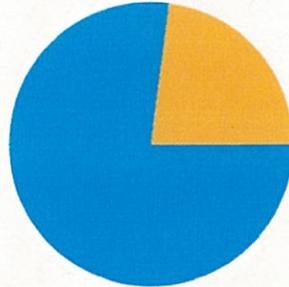
This report was generated on 6/25/2021 7:28:36 AM



Count of Incidents by Incident Type per Zone

Incident Status: Reviewed | Start Date: 05/01/2021 | End Date: 05/31/2021

% of Incidents per Zone



■ City Limits - City Limits
■ County - County

INCIDENT TYPE	# INCIDENTS	% of TOTAL
City Limits - City Limits		
118 - Trash or rubbish fire, contained	1	1.04%
131 - Passenger vehicle fire	2	2.08%
200 - Overpressure rupture, explosion, overheat other	1	1.04%
311 - Medical assist, assist EMS crew	50	52.08%
322 - Motor vehicle accident with injuries	2	2.08%
324 - Motor vehicle accident with no injuries.	1	1.04%
411 - Gasoline or other flammable liquid spill	1	1.04%
445 - Arcing, shorted electrical equipment	1	1.04%
542 - Animal rescue	1	1.04%
550 - Public service assistance, other	1	1.04%
551 - Assist police or other governmental agency	1	1.04%
553 - Public service	1	1.04%
561 - Unauthorized burning	1	1.04%
611 - Dispatched & cancelled en route	4	4.17%
622 - No incident found on arrival at dispatch address	1	1.04%
631 - Authorized controlled burning	1	1.04%
651 - Smoke scare, odor of smoke	2	2.08%
733 - Smoke detector activation due to malfunction	1	1.04%
745 - Alarm system activation, no fire - unintentional	1	1.04%
Zone: City Limits - City Limits Total Incident:	74	77.08%
County - County		
111 - Building fire	2	2.08%
132 - Road freight or transport vehicle fire	1	1.04%
143 - Grass fire	2	2.08%
251 - Excessive heat, scorch burns with no ignition	1	1.04%
311 - Medical assist, assist EMS crew	6	6.25%
322 - Motor vehicle accident with injuries	1	1.04%
324 - Motor vehicle accident with no injuries.	2	2.08%

Report shows count of incidents for Status selected.



emergencyreporting.com
 Doc Id: 1390
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357 - Extrication of victim(s) from machinery	1	1.04%
510 - Person in distress, other	1	1.04%
551 - Assist police or other governmental agency	1	1.04%
611 - Dispatched & cancelled en route	2	2.08%
622 - No incident found on arrival at dispatch address	1	1.04%
743 - Smoke detector activation, no fire - unintentional	1	1.04%
Zone: County - County Total Incident:	22	22.92%
TOTAL INCIDENTS FOR ALL ZONES:	96	100%

Report shows count of incidents for Status selected.



Memo



Parks and Recreation Dept.

To: Honorable Mayor and City Council Members
CC: Finley deGraffenried, City Manager
From: Chris Eicher, Director of Parks and Recreation
Date: June 24, 2021
Re: Monthly Report May 2021

PARKS

As usual the Parks Department has been very busy working on various projects as well as addressing maintenance issues on a daily basis. Just a few of the projects include: daily maintenance and operations of both swimming pools, working on preparations for Spring Ho, tree trimming, fire ant treatment, meetings with Spring Ho committee members, evaluating fee schedules, and virtually nonstop mowing and weed eating. The crew has also been performing lots of equipment maintenance to insure all of our equipment is being operated safely and efficiently. With summer time upon us we've had several meetings to reiterate the fact that working in the Texas heat can be very dangerous, and we're constantly monitoring our crew and citizens for any signs of heat exhaustion. Our crews have been advised to drink plenty of water and electrolytes, and take breaks as needed to prevent any heat related illness.

SPORTS FACILITIES

(see reports)

CEMETERY

(see reports)

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

I) Regular Personnel Hours Available: 840.00

LESS:

A)	Vacation Leave	32.00
B)	Sick Leave	10.00
C)	Supervision/Training	76.00
D)	Holiday	40.00
E)	Covid19 Standby	8.00

SUB-TOTAL 166.00

PLUS:

A)	Over Time	35.00
B)	Temporary Labor	
C)	Part Time	
D)	Transfer	

SUB-TOTAL 35.00

TOTAL HOURS AVAILABLE FOR THE MONTH: 709.00

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.

Hanna Springs Pool Maintenance / Prep	36.00	
Other:		
Sub-total Hours on Projects:		36.00

IV) Department Operations and Maintenance for the Month.

Cleaning Parks	153.00	
Airport Maint.	20.00	
Mowing/Weed eating	368.00	
Building and Grounds	52.00	
Equipment/Vehicles/Shop	42.00	
Office/Meetings	38.00	
Sub-total Hours on Projects:		673.00

TOTAL HOURS FOR DEPARTMENT 709.00

V) Department's Proposed Projects for next Month

Hanna Springs Pool Maintenance	40.00	
KidFish Event	50.00	
Total Estimated Hours on Proposed Projects:		90.00

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

I) Regular Personnel Hours Available: 480.00

LESS:

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

PLUS:

A) Over Time	25.50
B) Temporary Labor	0.00
C) Part Time	0.00
D) Transfer	0.00

SUB-TOTAL 25.50

TOTAL HOURS AVAILABLE FOR THE MONTH: 465.50

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.

Clean Stone Signs at Tennis Courts and Turner Complex	8.00	
Other:		
Sub-total Hours on Projects:		8.00

IV) Department Operations and Maintenance for the Month.

Cleaning Fields	105.00	
Turf Management	79.50	
Mowing/Weed eating	95.00	
Building and Grounds	85.00	
Equipment/Vehicles/Shop	85.00	
Office/Meetings	8.00	
Sub-total Hours on Projects:		457.50

TOTAL HOURS FOR DEPARTMENT 465.50

V) Department's Proposed Projects for Next Month

Aerate Sports Fields at 580 Sports Complex	8.00	
Total Estimated Hours on Proposed Projects:		8.00

DEPARTMENT: CEMETERY
MONTHLY ACTIVITY REPORT

FOR THE MONTH OF: MAY 2021

Regular Personnel Hours Available:

336

LESS:

A)	Vacation Leave/Personal Day	16
B)	Sick Leave	16
C)	Jury Duty	0
D)	Other (holiday/bad weather)	16
E)	Supervision/Funeral	35
SUB-TOTAL		83

PLUS:

A)	Transfer from Parks	0
B)	Seasonal Labor/Temp	0
C)	Other (Community service)	0
D)	Overtime	16.5
SUB-TOTAL		16.5

TOTAL HOURS AVAILABLE FOR THE MONTH: 269.5

Department Summary of Work Orders for the Month

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

Department Projects for the Month

	0	0
	0	0
	0	0

Sub-total Hours on Special Projects: 0

Department Operations and Maintenance for the Month

Mowing & W/E	204
Equip & Veh Maint	16
Buildings & Grounds	34.5
Office Operations	15

Sub-total Hours on OM Projects: 269.5

OTHER

	0	0
	0	0
	0	0

Sub-total Other 0

TOTAL HOURS FOR DEPARTMENT 269.5

Department's Proposed Projects for next Month

	0
	0
Total Estimated Hours on Proposed Projects:	0

Memo



Oak Hill Cemetery

To: Chris Eicher, Parks & Rec. Director
From: Duane Griffith Cemetery Crew Leader
Date: 6/3/2021
Re: End of the month report May

Interments	8 (5) cremation
Fee's for over site	\$425.00
Sites sold	19/ \$9,500.00
Niche sales	0
Beautification fund	\$24.00
Visitors Assisted	10
Level & Backfill sites	26
Meetings Attended	0

Memo



To: Honorable Mayor and City Council Members
CC: Finley deGraffenried, City Manager
From: Vicki Tower, Parks Secretary/HR Coordinator
Date: June 25, 2021
Re: Monthly Report May 2021

**Parks & Recreation
&
Human Resources**

Brief Monthly Overview – Parks & Recreation

Vicki Tower, Parks Secretary/HR Coordinator

- May 4 - Staff met with Shannon Martin and Rob Shivers, to discuss the proposed hike and bike trails at 580 Complex
- Showed the Hostess House on May 3, twice on May 6, May 14
- May 6 - Staff attended virtual meeting with IMBA to discuss the proposed hike and bike trails at 580 Complex
- May 19- Staff attended virtual meeting with Antonio Naylor to discuss the Hostess House Project
- Prepared agenda and attended Parks Board Meeting on May 20
- Attended the City Council Meeting on May 24
- 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

- Held orientation for the 2021 Pool employees
- May 11- attended a virtual meeting regarding Tyler ExecuTime demo
- New hire paperwork and orientation for Police Officer
- Job postings
- Continue to work on filing and organizing HR files
- Assisted the Accountant(s) with payroll checks and Employee Longevity checks

Personnel Information – Currently

- Current: 110 Full-time positions, 16 Part-time positions and 28 Seasonal positions
- Posted Vacancies:
 - Full- time: Park Maintenance Technician, Utility Distribution/Collection Technician, Assistant City Manager, Athletic Field Maintenance Crew Leader, Utility Clerk

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City of Lampasas

M E M O

To: Mayor and City Council
 From: Finley deGraffenried
 Re: Manager's Report
 Date: 25 June 2021

- Comp Plan** The City submitted final edits to Halff and Associates on June 22nd which included mostly grammatical corrections. Staff wanted to review the document one last time after extensive edits were provided to our consultants earlier this spring. Halff indicated they will make the corrections and get the final Plan back to the City right away.
- Rehearing** On June 21st, the City received notification and the Appellant's Motion for Rehearing related to the Eighth Court of Appeals recent judgement regarding Central Texas Water Supply Corporation ("CTWSC") v. Kempner Water Supply Corporation ("KWSC") and the City of Lampasas. Their points for rehearing rely on their claim that *actual costs* mean something other than costs and calculations specifically defined in the Contract. Although no formal strategy has communicated to City staff, as a member of the CTWSC Board, I understand the CTWSC has not yet determined or authorized appeal to the Supreme Court should be rehearing be denied. At this time, our counsel will likely not answer the motion. The Motion is available for review at your request.
- Senator Buckingham** Senator Buckingham's staff contacted the City last week and requested a meeting with members of Council on July 2nd at 2:15 p.m. It is staff's understanding the Senator would like to review, and receive input on, the recent legislative session, and any other issues important to Lampasas. As Council may be aware, the Senator has announced plans to run for the Office of Texas Land Commissioner. Becky will post notice of a possible quorum based on Council's attendance.
- Pre-Treatment** After a request for an update from Ajinomoto Foods North America ("AFNA"), the City received word that an engineering proposal had been developed by AFNA's consultants to address the loading at the pre-treatment facility. At this time City staff and AFNA staff are coordinating a meeting time for next week, however; the City would prefer to have the proposal reviewed by the City's consulting engineers prior to the meeting, and have them attend any meeting if possible. Staff will provide updates as they become available.

CIP Committee	The CIP Committee met on Thursday to review and provide input to the Committee Statement and Summary. This section provides highlights on identified projects as well as perspective from the Committee regarding duties, meeting frequency, and trends. Common themes related to impacts of growth, development pressures on infrastructure, and implementation of the Comprehensive Plan are also referenced in this section. After final edits, based on Committee input, the Report will be packaged for Council review at the July 12 th meeting.
Development	City staff have been preparing utilities for several projects in the City including Cefco, Whataburger and the Community Church. Staff is now up to date, after earlier weather delays, in providing taps and relocating utility poles for Cefco; and relocating electric for Whataburger. Despite material costs, and as indicated by the Building Official's report, residential development continues to see double digit percent increases over the same period in 2020.
Spring Ho	Staff has been busy the past few weeks in preparation for Spring Ho. Parade and run routes have been inspected and cleared if necessary, and Lt. Montgomery reports that all events have adequate and requested police coverage. Events start July 5 th and will conclude the following Sunday, July 11 th .
Business Park	At the recent LEDC meeting, the Board discussed and approved publication of a Notice of Project related to phase 1 infrastructure development at the Business Park. The project, which includes roadway, drainage, and water and sewer extensions, will require Council approval, by resolution, later this summer. Based on a prospect's needs, the extensions and roadway could serve between 8 and 16 business sites. The LEDC extended utilities to the Business Park site in 2015, however; did not extend utilities within the property.
Anniversaries	Staff takes the opportunity to recognize employees who began their career with the City of Lampasas in June: Flint Geagley, 35 years; Joe Adams, 19 years; Ronnie Withers, 19 years; Danny Donovan, 11 years; Lewann Turner, 5 years; Sean Schroeder, 14 years; Dave Paddie, 12 years; Rachel White, 1 year; Jeremy Herring, 1 year; Joe Levine, 14 years; Abel Palacio, 4 years; Morris Wilkins, 2 years; and Garry Spore, 16 years.

City of Lampasas
Comprehensive Plan
Final Edits

Kimberly:

The inclusion of the City's edits looks very complete. Thank you for your diligence.

I note the following, generally, grammatical corrections:

- 2.2.1 page 91 Third sentence, including heading. Please include "it" and change "attract" to singular to read, *While this is not unusual in older communities such as Lampasas, many communities who make investments well maintained streets that encourage pedestrian activity find it attracts new investment.*
- 2.2.3 page 92 Sixth sentence, misspelling *platner* should be *planters*, to read: *Benches, planters, and trash receptacles...*
- 5.1.3 page 111 Second sentence, capitalization. I believe the entire agency name should be considered a proper noun. ... *Hill Country Transit Authority...*

Plan Implementation

- 6.3.1/6.3.2 page 137 Consider making the *Involved Entities* in both recommendations the *Airport Advisory Committee*. 6.3.1 indicates *Airport*; and 6.3.2 indicates *Advisory Committee*.

Plan Amendment, page 141 Annual Progress Report. Second sentence to read, per your question in quotations: *As part of its work program, the City Manager, in consultation with associated boards, committees and stakeholders, should prepare an annual report for submittal and discussion with City Council.*


City ManagerITEM NO. 7.1

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

Subject:

Discussion and possible action regarding the replacement of the Irrigation System at the 580 Sports Complex.

Requested By: Chris Eicher, Park Director

Submitted By: Chris Eicher, Park Director

Date Submitted: June 23, 2021

For the Agenda of: June 28, 2021

Procurement and Funding Statement:

This is a non-budgeted item. The failure was a result of the storm. Emergency Funding for this expense would come out of the Parks Facilities Building and Grounds 10-518-5405.

Attachments: Quotes

Summary Statement:

The Irrigation System at the 580 Sports Complex quit working in February 2021 due to the Winter Storm, A small tube froze that led to the control panel; when the tube thawed it fried the control panel. Staff contacted Pump Mechanical Technical Service, Inc. a Buy Board vendor for a quote to replace the system. The equipment price including installation is \$36,299.00, the freight charge is \$1,380.00. Staff is seeking assistance through insurance for reimbursement due to failure from storm, in the meantime Staff is seeking Council approval to expedite the purchase to maintain irrigation schedule to protect the fields and lawn.

Recommendation:

To consider a motion to approve the replacement of the Irrigation System at the 580 Sports Complex in an amount not to exceed \$38,000.00.



PUMP MECHANICAL TECHNICAL SERVICES, LLC

DATE: 06/06/21

BUY BOARD # 589-19

REF: CITY OF LAMPASAS SPORTS COMPLEX

Supply Power: 460/3/60

Inlet Pressure: 30 PSI boost to 85 PSI

1 Ea. Standard APC controls with single VFD drive and alternating contactors so each main motor may run XL or VFD. Built under ISO9001:2015 certification.

APC Standard Controls

- UL 508a Listed Control Panel
- Short Circuit Current Rating 100 ka
- NEMA 3R Enclosure (Existing panel is 48x36)
 - 3 Point Latch
 - Carbon Steel w/ Powder Coat Finish
- UL Listed AIR CONDITIONER
- 200-amp Main Fused Disconnect
- Type 1 Surge Protection w/status indicators
- Incoming Line Phase Monitor w/primary fusing
- PM Pump 5 HP (VMS)
 - Class J fuses/block per contactor
 - AB Contactor w/1 AB SS OL per motor
- 2 Ea. Main Pump 30 HP (ES)
 - 1 Ea. 30HP Danfoss Aqua Drive w/high speed JKS fuse protection
 - 3 ½% DC Input Link Reactor
 - Door Mounted Keypad
 - Class J fuses/block per contactor
 - AB Interlocked Contactors w/1 AB SS OL per main motor
- AB Micrologix 1400 PLC Platform
- AB 6" Panelview +7 Color HMI
- Inhand Network Switch with Modem
- AB DC Power Supply
- AB "Full Size" 30 mm N4 Door Devices
 - Green Illuminated Switch per pump

- System Switches: System Control, Low Discharge, VSD Bypass, Speed Pot and Red Illuminated Fault Push Button
- GFCI Outlet
- Control Power Transformer w/primary/secondary fusing
- Flow Signal Input: Pulse or 4-20mA (Customer to confirm)
- Lake Level Controls
 - HOA Selector Switch
 - PNR & Probes
- Fertigation Relay
- Safeties:
 - Low Inlet Pressure Shutdown
 - Loss of Prime Safety
 - Motor Space Heaters
 - High Pump Temperature (for all 3 pumps)
 - Low discharge pressure shutdown
 - High discharge pressure shutdown w/auto restart
 - VSD fault with auto restart
 - Solid State Overload shutdown per motor
 - Phase Failure, Imbalance and low voltage protection
- Operation Features
 - Automatic alternation of pumps based on least run time
 - Intelligent Slow Ramp feature for automatic line fill
 - VFD Bypass
- 6" Color Touch screen interface
 - 3 Year Flow Total Logging Day/Week/Month/Year
 - Pump Run Times
 - Event Log
 - Flow and Station Trending
 - Assignable I/O
- APC Remote Cell Monitoring w/1 Year Activation
- Remote pump station disable feature from any smart device or PC
- Factory support remote access to PLC/HMI and VFD for programming and troubleshooting

Instrumentation

- SS Wika Pressure Transmitter 0-250 PSIG
- 6 Year Warranty on ALL COMPONENTS IN ELECTRICAL PANEL, Inclusive of power related damage such as lightning. Includes parts only.
- 2 YEARS LABOR WARRANTY ONLY ON PANEL COMPONENTS

FOB: Dallas, Texas

Lead Time: 10-12 weeks following approved drawings

PMTS: DEMO-SET-STARTUP AND TRAINING LABOR INCLUDED

EQUIPMENT PRICE: \$36,299.00

FREIGHT: \$ 1380.00

Pricing DOES include installation, crane charges, NO taxes unless otherwise noted.

****CUSTOMER RESPONSIBLE FOR ANY PERMITS IF REQUIRED.**

****50 % PRODUCTION DEPOSIT DUE WITH SIGNED ORDER AND VALID PO #, BALANCE DUE ON COMPLETION.**

1. Seller warrants that the water pumping system or components will be free of defects in Materials and workmanship for 2 years from date of authorized start-up but not later than 27 months from date of invoice;

Provided that all installation and operation responsibilities have been properly performed and documented. Seller will provide a replacement part or component during the warranty life. Repairs done at Seller expense must be pre-authorized. Upon request, Seller will provide advice for troubleshooting the system.

This proposal contains equipment that may require costly means to remove or replace based on site conditions. Seller will not accept liability for costs associated with the removal or replacement of equipment in difficult to access locations. This includes but is not limited to the use of diving services, barges, helicopters, or other unusual requirements.

Default of any agreement with Seller or;

- a. The misuse, abuse of the pumping package outside its intended use.
- b. Failure to perform required maintenance service.
- c. Pumping water not suitable for irrigation.
- d. Exposure to electrolysis erosion.
- e. Water salinity in excess of 2000 parts per million.
- f. Water from a reverse osmosis plant without countermeasures in place.
- g. Water with a Langelier Index less than -0.5 and greater than +1.5
Presence of destructive gaseous or chemical solutions in or around the packaged system

The terms contained herein may be modified only by written agreement signed by Buyer and an officer of Seller, PMTS / MOTOR CONTROLS INC

Is this sale Taxable? (Circle one) YES NO

(If non-taxable please provide tax exempt certificate for the "ship-to" state)

****Please fill out fields below and return all pages.****

Accepted for Buyer: _____

Date: _____ Total Value with options: _____

Requested ship date: _____

Ship to Address: _____

Street address: _____

County _____ State _____ Zip _____

Contact Name: _____

Phone & Fax: _____ / _____

Email: _____

****CUSTOMER MUST PROVIDE ADEQUATE ROOF SPACE FOR CRANE TO PULL AND SET CONTROL PANEL**

Attentively,

Ric Martinez Sr.

PMTS, LLC

Ric Martinez, Sr.

Owner / GM

(512)743-7867 / Ric@PMTService.com

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City Manager

ITEM NO. 7.2

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

Subject:

Discussion and possible action regarding the approval of the Voluntary Annexation Ordinance of Hillside Acres Subdivision.

Requested By: Becky Sims, City Secretary/Zoning Administrator

Submitted By: Becky Sims, City Secretary/Zoning Administrator

Date Submitted: June 23, 2021

For the Agenda of: June 28, 2021

Procurement and Funding Statement:

Attachments: Ordinance

Summary Statement:

MD Homes filed the petition for Voluntary Annexation with the executed Hillside Acres Subdivision Development Agreement on May 7, 2021. Council granted the petition at the May 24, 2021 meeting to allow staff to schedule a Public Hearing to begin the annexation process. The subdivision is 36.76 acres of land and will consist of approximately 27 single family homes each residing on a little more than one acre each. Phase 1 infrastructure has been completed, the developer will begin construction on two homes within the next 90 days and will have completed thirteen (13) homes within five (5) years of the execution date of the development agreement. Staff has published the public hearing in the newspaper and sent the required certified letters to the various entities per Local Government Code §43.0673. The required Public Hearing was held on June 14, 2021

Recommendation:

To consider a motion to approve the Voluntary Annexation Ordinance for Hillside Acres Subdivision.

ORDINANCE NO. _____

AN ORDINANCE ANNEXING THE HEREINAFTER DESCRIBED TERRITORY TO THE CITY OF LAMPASAS, LAMPASAS COUNTY, TEXAS, AND EXTENDING THE MUNICIPAL CORPORATE LIMITS OF SAID CITY TO INCLUDE THE DESCRIBED PROPERTY WITHIN THE CITY'S BOUNDARY LIMITS, AND GRANTING TO ALL THE INHABITANTS OF THE ANNEXED PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING THOSE INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY; AND ADOPTING A SERVICE PLAN FOR THE NEWLY ANNEXED PROPERTY.

WHEREAS, the City of Lampasas, Texas is a Home Rule municipal corporation that is duly organized and operating pursuant to its Home Rule Charter and the laws of Texas, and, thus, it is empowered to conduct both voluntary and unilateral annexations of territory, subject to the laws of this State; and

WHEREAS, on or about May 7, 2021, the owner of the Property described herein below, "Owner," voluntarily petitioned the City of Lampasas requesting that the City annex the Property possessed and controlled solely by the Owner, and upon which fewer than three qualified voters currently reside; and

WHEREAS, pursuant to Section 43.052 of the Local Government Code, this voluntary annexation is exempt from the requirements of inclusion in a municipal annexation plan because the property and annexation contains fewer than 100 separate tracts of land on which one or more residential dwellings are located on each tract; and

WHEREAS, the procedures prescribed by the Charter of the City of Lampasas, Texas, and the laws of this State have been duly followed with respect to the following described to-be annexed Property.

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

1. That the following-described Property is hereby annexed to the City of Lampasas, Lampasas County, Texas, and that the boundary limits of the City of Lampasas be and the same are hereby extended to include the described territory within the municipal corporate limits of the City of Lampasas, and the same shall hereafter be included within the territorial limits of the City, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the city of Lampasas and they shall be bound by the acts, ordinances, resolutions, and regulations of said city.

ANNEXED TRACT:

Being 36.76-acre tract of land comprised of Lots 1,2,3 and 4, Hillside Subdivision, in the ETJ of the City of Lampasas, Lampasas County, Texas.
(the "Annexed "Property" or "Property")

2. A Service Plan for the Property is adopted and attached hereto as Exhibit A.

3. The City Secretary is hereby directed to file with the County Clerk of Lampasas, Texas, and/or any other appropriate official or agency, as required by law, a certified copy of this Ordinance.

PASSED by an affirmative vote of all members of the City Council on the first and final reading, this the 28th day of June 2021.

APPROVED:

TJ Monroe, 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]

**CITY OF LAMPASAS
MUNICIPAL SERVICE PLAN
FOR VOLUNTARY ANNEXATION OF SPARSELY OCCUPIED
36.76ACRES OF LAND
ADJACENT TO THE CITY'S MUNICIPAL LIMITS**

INTRODUCTION

The City Council of the City of Lampasas has directed that staff proceed with the voluntary annexation process of land generally comprised of the following:

Being described as Lot 1, 2, 3, and 4, Hillside Subdivision, in the ETJ of the City of Lampasas, Lampasas County, Texas.

The area is described as a sparsely occupied area of land.

INTENT

It is the intent of the City of Lampasas that this Service Plan shall provide for the delivery of fully available municipal services to the annexed area in accordance with State law. The failure of this plan to describe any particular service shall not be deemed to be an attempt to omit the provision of such services from the annexed areas. The delivery of municipal services may be accomplished through any means permitted by law.

SCHEDULE OF MUNICIPAL SERVICES TO BE PROVIDED:

FIRE

Existing Services: Currently, the City of Lampasas Fire Department (with limited staff), in conjunction and under agreement with the Lampasas County Volunteer Fire Department responds to this area, due to its close proximity to the City limits.

Services to be Provided: The City of Lampasas Fire Department and Lampasas County Volunteer Fire Department will continue to respond to the area after annexation. The level of staff available from the City of Lampasas Fire Department will be consistent with the existing level for staffing as provided for current City residents upon the effective date of the annexation. Primary fire response will be provided by the Fire Station located at 1107 East 4^m Street. Adequate fire suppression activities can be afforded to the annexed area within the current budget appropriation. Fire prevention activities will be provided by the Fire Marshal's office, as needed.

POLICE

Existing Services: Currently, the area to be annexed is under the jurisdiction of the Lampasas County Sheriffs Department.

Services to be Provided: Upon annexation, the City of Lampasas Police Department will extend regular and routine patrols to the area. Law enforcement protection will be provided to this area in the same manner as it is currently provided to other similarly situated land within the corporate limits of the City. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriation.

EMERGENCY MEDICAL SERVICE

Existing: Emergency medical services to the area to be annexed are provided through a contracted provider administered by Lampasas County.

Services to be provided: The City of Lampasas does not provide emergency medical services. First responders from the Lampasas Fire Department/Lampasas Volunteer Fire Department will continue to respond to medical calls and assist the Lampasas County contracted emergency medical services provider. Emergency medical services will continue to be available to the area upon annexation through the contracted provider administered by Lampasas County.

BUILDING INSPECTION

Existing Services: Provide limited electrical and plumbing inspection services.

Services to be Provided: The Building and Planning Department will provide permit and inspection services upon the effective date of annexation. This includes issuing building, electrical and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes which regulate building construction within the City of Lampasas.

PLANNING AND ZONING

Existing Services: None.

Services to be Provided: The Building and Planning Department's responsibility for regulating development and land use through the administration of the City of Lampasas Zoning Ordinance will extend to this area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of Lampasas Subdivision Ordinance. These services can be provided within the department's current staff and appropriation plans and/or budget.

ENVIRONMENTAL HEALTH CODE ENFORCEMENT SERVICES

Existing Services: Lampasas County currently provides all county level health regulations and services applicable to the property.

Services to be Provided: Enforcement of the City of Lampasas' health and sanitation ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicles ordinances and animal control ordinances, shall begin within these areas within sixty (60) days of the effective date of the annexation. These services can be provided within the department's current staff and appropriation plans and/or budget. Lampasas County will continue to enforce all county level health regulations and services applicable to the property, after annexation, pursuant to applicable State and local laws.

LIBRARY

Existing Services: Currently, the Public Library is open to county residents with increased user fees for services provided.

Services to be Provided: City resident fees will be applied for library use privileges and will be available to anyone residing in this area. These services can be provided within the department's current staff and appropriation plans and/or budget.

PARKS AND RECREATION

Existing Services: Currently, Park and Recreation facilities are open to all area citizens. Local associations and locally sponsored recreational events receive priority use of facilities.

Services to be Provided: Park and Recreation facilities will be available to with no difference in services or costs provided to existing City residents, upon the effective date of annexation.

STREET

Existing Services: The property is adjacent to and accessed by Texas FM 580, which is a State of Texas roadway. No other roadways abut or serve the property. The State of Texas maintains the roadway and rights of way. The adjacent roadway is already within the corporate boundaries.

Services to be Provided: Street maintenance to the publicly owned street rights-of-way, not including state owned and maintained rights-of-way, will be provided by the City, upon the effective date of the annexation. Routine maintenance will be scheduled as part of the City's annual street maintenance program in accordance with the current policies and procedures. A monthly street maintenance fee will be applied within thirty (30) days of the effective date of annexation, the same rate structure as that of the existing City residents will be applied.

STORM WATER MANAGEMENT

Existing Services: State of Texas Road and Drainage Maintenance; Lampasas County

Services to be Provided: The City of Lampasas Street Department will provide maintenance on any existing drainage system that falls under the City's responsibilities, i.e., those not maintained by the State of Texas, upon the effective date of annexation. Routine maintenance will be scheduled as part of the City's annual street maintenance program in accordance with current policies and procedures. Developer will provide storm water drainage at its own expense and the plans for same will be inspected by the City Engineers at time of completion. The City will then maintain the public drainage facilities associated with the annexed area, if any, upon approval and dedication to the City.

ELECTRIC SERVICE

Existing Services: Currently, the City of Lampasas serves electrical power to the area to be annexed for a fee that is greater than that of the residents of the City.

Services to be Provided: The City of Lampasas will continue to provide electric service to the annexed area. Within thirty (30) days of the effective date of annexation, the same rate structure as similarly situated users/properties within the City limits will be applied.

STREET LIGHTING

Existing Service: None

Services to be Provided: The City of Lampasas will coordinate any request for improved street lighting in accordance with standard policy and as plans, appropriations and budget allow.

TRAFFIC ENGINEERING

Existing Services: Roadway signage as provided by the State of Texas; and Lampasas County.

Services to be Provided: The City's Street Department will be able to provide, after the effective date of annexation, any additional traffic control devices as may be necessary for safety and traffic control of the annexed property not including state owned and maintained roadways or rights-of-way. If necessary, the Building Official will provide all properties involved with City street designations and numeric addresses that comply with the City's street system, within 90 days of the effective date of annexation.

WATER SERVICE

Existing Services: The City of Lampasas currently provides public water supply system to the property at an out of city rate as established by the City's fee schedule.

Services to be Provided: The City of Lampasas public water supply will continue to provide water service to the area in accordance with the applicable codes, fees and City policy. After annexation, water service shall be provided in accordance with extension ordinances and City policies applicable to in-city properties. Extension of service, if any new ones are required in the future, shall comply with City codes and ordinances and State law. Within thirty (30) days of the effective date of annexation, the same rate structure as that of the similarly situated properties within the City limits will be applied.

SANITARY SEWER SERVICE

Existing Services: The property is currently not served by the City of Lampasas sanitary sewer system.

Services to be Provided: Sanitary sewer service to the area of proposed annexation will be provided in accordance with applicable City codes and departmental policy. When property develops in the area, sanitary

sewer service shall be handled in accordance with the present policies, codes and ordinances that apply to all residents of the City.

SOLID WASTE SERVICES

Existing Services: Rural service providers.

Service to be Provided: Solid waste collection services will be made available to the area of annexation in accordance with the City's present ordinance, fee schedule and agreement with solid waste providers as those agreements apply to the businesses and residents in the annexed area. Solid waste collection services will be administered in accordance with section 43.056 of the Texas Local Government Code.

MISCELLANEOUS

All other applicable municipal services will be provided to the newly annexed area in accordance with the City of Lampasas' established policies governing extension of municipal services to newly annexed areas.

CAPITAL IMPROVEMENTS, AVAILABILTY AND LEVEL OF SERVICE

The annexed area will be included with all other areas of the City for future planning for any new or expanded facilities, functions, and services to be funded by future capital improvements programs. The priorities assigned by these plans are driven by a desire to maintain an equitable level of service to all areas of the City with the same population density, land used and topography characteristics. Nothing in this plan shall require the city to provide a uniform level of municipal services to each area of the city, including the annexed area, if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of service.



City Manager

ITEM NO. 7.3

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

Subject:

Discussion and possible action regarding the first reading of an Ordinance amending Chapter 10 Animal Code, Article III, "Livestock" Sections 10-145 thru Sections 10-175 City of Lampasas Code of Ordinances by adding, reorganizing and updating provisions therein to comply with State Law.

Requested By: Sammy Bailey, Police Chief

Submitted by: Sammy Bailey, Police Chief

Date Submitted: June 23, 2021

For the agenda of: June 28, 2021

Procurement and Funding Statement:

N/A

Attachments: Livestock/Fowl Ordinance

Summary Statement:

Workshops were held on April 26, May 10, and May 24 to discuss the proposed Livestock/Fowl Ordinance. The Police Chief and Animal Control Officer have reached out to those who may be affected, spoken with concerned citizens, researched other municipalities, proposed legislation and sought out other entities for guidance. A Town Hall Meeting was held on June 14, 2021 to obtain citizen feedback; where seven (7) citizens were in attendance. The attached Ordinance has been reviewed and approved by Legal Counsel.

Recommendation:

To consider a motion to approve the first reading of an Ordinance amending Chapter 10 Animal Code, Article III, "Livestock" Sections 10-145 thru Sections 10-175 City of Lampasas Code of Ordinances by adding, reorganizing and updating provisions therein to comply with State Law.

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City Manager

ITEM NO. 7.4

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

Subject:

Discussion and possible action regarding the Request for Proposal document seeking qualified commercial prospects to build, expand or relocate their business to the Lampasas Industrial Park.

Requested By: Finley deGraffenried, City Manager

Submitted By: Mandy Walsh, EDC Director

Date Submitted: June 23, 2021

For the Agenda of: June 28, 2021

Procurement and Funding Statement:

Attachments: RFP

Summary Statement:

The City of Lampasas is committed to promoting, marketing and retaining high quality development and providing job opportunities. Staff recognizes the importance of finding a viable, long term commercial tenant to occupy the 5.61-acre tract located at the Lampasas Industrial Park. Staff has chosen to seek proposals from commercial prospects interested in building a long-term relationship with the City and to be committed to the future growth and local economy. Staff is asking Council consideration on the Request for Proposal document and looks forward to your feedback and recommendations.

Recommendation:

To consider a motion to approve, deny or approve with modifications the Request for Proposals document and to allow Staff to continue their efforts in marketing the property and selecting a qualified commercial prospect within the project scope and evaluation criteria.



DRAFT

City of Lampasas, Texas

Request for Proposal

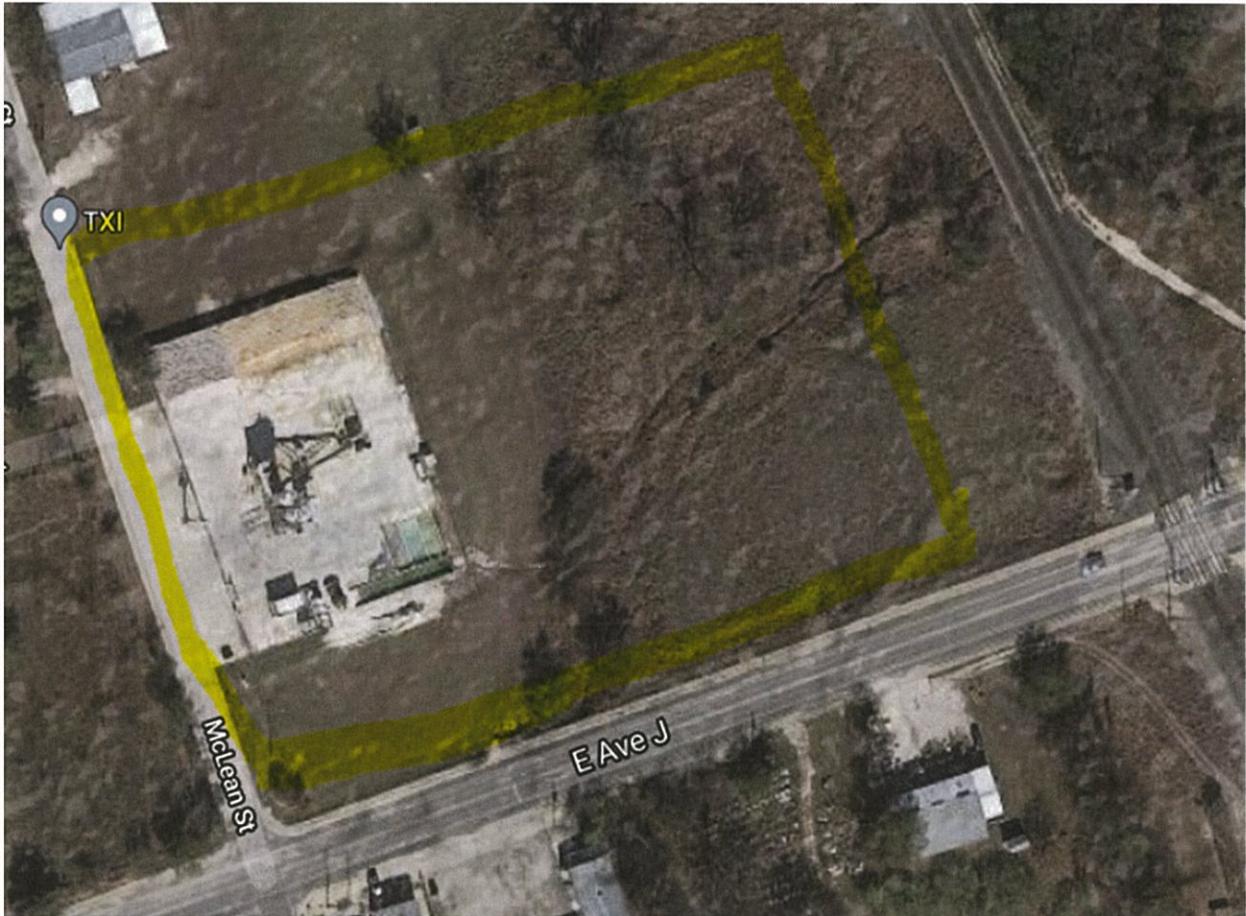
5.61 Acres

Tract #5

Industrial Park

June 28, 2021

Qualifications Due on or Before July XX at (TIME)



The City of Lampasas (the “City”) is aggressive in their promotion of local business expansion and new business investments. The City is seeking proposals from commercial prospects interested in building, expanding or relocating their business to the 5.61-acre Tract #5 within the Lampasas Industrial Park, a subdivision in Lampasas County located on East FM 580. (ADDRESS)

Project Scope

The City of Lampasas is committed to the promotion and retention of high-quality development and jobs which promote our economic development objectives. Viable prospects must agree to the following deal points within the proposal:

- a. Invest in the community through job creation and capital investment;
- b. Make a minimum (5) year commitment to the community;
- c. Treat the local government as they would any other contracting party; and required to enter into agreement with performance obligation;
- d. Expect consequences for breaching their agreement.

The City’s priority is to lease or rent to businesses that will create new primary jobs (i.e. jobs that form the economic base of the community, created by enterprises that import new wealth into the local economy). What constitutes a primary job refers to industries that produce more goods and services than can be consumed by the local economy, and therefore export a significant portion. Primary employers may range in size from one employee to thousands of employees.

Our community believes that a new primary job created by an existing employer is as valuable as a primary job created by a new company. Therefore, qualifying existing businesses are encouraged to submit a proposal for consideration.

Evaluation Criteria

The City will consider various factors to determine the viability, extent, and size of a potential development:

- a. **Employment Impact (30 points)**
 - Wage levels of jobs to be created or retained, as well as benefits offered to fulltime employees; and
 - Number of jobs brought to site, as well as value and skills of positions created/retained.
 - The proposed development and/or redevelopment should create and maintain jobs that pay wages, specific to the industry, equal to or larger than the average hourly wage within the Lampasas metropolitan statistical area (MSA). Wage information can be found at www.TexasWages.com.
- b. **Investment (30 points)**
 - Type and value of proposed improvements;

- Amount of any local taxes or revenues (sales & use, ad valorem, utilities, fees, etc.) to be generated directly by the business; and
- The costs, if any, to be incurred by the City to provide facilities, or services directly resulting from the improvements.

c. Other Factors Considered (15 points)

- Likelihood of a development incentive being a determining factor in a prospect's decision to locate or expand its operations;
- The financial capacity of the applicant to undertake, complete and sustain the proposed project;
- Other incentive programs and matching grants relating to the project for which the applicant has applied or is qualified; and
- The company should have a profitable operating history and be well-managed
- The project must have a return on investment based on an Economic Impact Study.

d. Community Impact (25 points)

- Appropriate type of activity (e.g. office, manufacturing, warehousing, retail, etc.);
- Business should be compatible with adjacent land use and zoning;
- The positive or negative impact on the opportunities of existing businesses;
- The impact on the opportunities of attracting additional business or residents to the community;
- The market conditions and growth potential for the business activity;
- The productive life of proposed improvements;
- Whether high quality architecture and site design including landscaping and public amenities beyond the minimum required by the city will be provided; and
- Whether the project is environmentally compatible with no appreciable negative impact on quality of life perceptions.

Scoring

RFP's will be reviewed and scored by the City of Lampasas on or about July XX, 2021. All Prospects will be notified regarding the results, and the highest ranked Proposal will be selected to enter into a contract for the property located at (ADDRESS) the Lampasas Industrial Park. If a Contract cannot be negotiated, for any reason, the City may opt to cease negotiations with the number one ranked Prospect and begin negotiation with the number two ranked Prospect without any repercussions, liability or threat from the Prospect that was unable to negotiate said Contract.

Proposals will be scored on the following basis:

- | | |
|---------------------|-----|
| • Employment Impact | 30% |
| • Investment | 30% |
| • Other Factors | 15% |
| • Community Impact | 25% |

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City Manager

ITEM NO. 7.5

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

Subject:

Discussion and possible action regarding use of 580 Sports Complex for the Annual Lampasas County Area Go Texan BBQ Cook-off to be held on October 8th-9th, 2021

Requested By: Tina Loeffler, Ambassador

Submitted By: Chris Eicher, Parks Director

Date Submitted: June 23, 2021

For the Agenda of: June 28, 2021

Procurement and Funding Statement:

N/A

Attachments:

Summary Statement:

Lampasas County Area Go Texas Organization is asking for use of the 580 Sports Complex to host the Annual Lampasas County Go Texan BBQ Cook-Off to be held October 8th-9th, 2021. The organization will take care of the preparation and clean up. They have asked for additional trash cans and use of water; however, generators will be used for electricity and port-a-potties will be provided. The event has been approved by the City Manager, Parks Director and the Police Chief. The Parks Board has been made aware of the event and support this activity. Security for the event has been arranged and an alcohol permit has been issued for those that choose to bring their own beverages. No alcohol will be served and the concession stand will not be used. An agenda of events has been provided and once the detail has been finalized an event diagram will be made available to City Staff.

Recommendation:

To consider a motion to approve the use of 580 Sports Complex for the Annual Lampasas County Area Go Texan BBQ Cook-off to be held on October 8th-9th, 2021



Special Events Application

Event Information			
Event Name <i>Lampasas County Area Go Texan BBQ Cookoff</i>			Application Date <i>5/19/21</i>
Event Starting Date <i>Oct 8, 2021</i>	Event Starting Time <i>8:00am</i>	Event Ending Date <i>Oct 9, 2021</i>	Event Ending Time <i>6:00pm</i>
Sponsor Information			
<small>Sponsor Name / Group Name</small> <small>City, State, or Business or Individual who has primary responsibility for the management of the event</small>			
Sponsor Name / Group Name <i>Lampasas County Area Go Texan</i>			
Address <i>PO Box 1965</i>		Telephone <i>512 734-1237</i>	
City <i>Lampasas</i>	State <i>TX</i>	Zip <i>76550</i>	
Sponsor's Primary Contact <i>Tina Hoeffler</i>		Telephone <i>512 734-1237</i>	

Event Diagram (Use additional pages if needed)

will provide at later date
when finalize plan.

APPROVAL			
Officers Scheduled	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	# of Officers <u>2</u>
Equipment Scheduled	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
Lieutenant Signature	<u>Chuck Montgomery #103</u>		Date <u>6-15-21</u>
Chief of Police Signature	<u>Sammy Bailey</u>		Date <u>6-15-21</u>
Comments:	<p>would like access to the water hose at the restrooms is providing their own lighting, but I believe field light should be on from dark till midnight on Friday. Restrooms - accessible but also providing porta-potties for convenience I agree for security purposes ball field lighting should be on. <u>Sammy Bailey</u></p>		

APPLICATION FOR PERMIT FOR POSSESSION AND CONSUMPTION OF ALCOHOLIC BEVERAGES IN A CITY PARK

Date/Time Application Received from Applicant: _____

GROUP, ASSOCIATION, OR ORGANIZATION INFORMATION

Name of Organization Lampasas County Area Go Texan Phone Number: 512 734-1237
 Address PO Box 1965 City Lampasas State TX Zip 76550

CONTACT PERSON INFORMATION

Name Tina hoeffler Position with organization Ambassador
 Address 5725 N US Hwy 281 City Lampasas State TX Zip 76550
 Phone Number 512 734-1237

EVENT INFORMATION

Type/Purpose of Event Lampasas County Area Go Texan BBQ Cook-Off
 Location of Event 5805 Sports Complex Estimated Number to Attend 50-100
 Date(s) of Event Oct 8-9, 2021 Time(s) of Event Oct 8 8-11pm
Oct 9 8-11pm

*2pm - 11pm
- 10am - 6pm*

Alcoholic beverages will be served and/or supplied by personal means of those attending.
 Explain the committee will not be serving/supplying alcohol.
Teams and those attending will provide their own beverages.

For events in which the attendance is estimated to be 25 or more persons, this permit may be conditioned upon employment of off-duty police or other approved security. The Chief of Police or his designee may, upon documented complaint or violation of the law, suspend and confiscate the permit.
PERMITS ARE NON-TRANSFERABLE.

APPROVAL/DISAPPROVAL

[Signature] Date/Time Received: 6-15-2021
 CHIEF OF POLICE DATE Approved Disapproved

Off-duty police/other security required Yes No
 Arrangements for security complete Yes No

Comments Off-duty 17ers per day/Shift @ \$35 per hour.

Date/Time Received: _____
[Signature] 6/22/21 Approved Disapproved
 DIRECTOR OF PARKS AND RECREATION DATE

Comments _____

Date/Time Received: _____
[Signature] 6/23/21 Approved Disapproved
 CITY MANAGER DATE

Comments _____

APPLICATION FOR USE OF A CITY PARK FACILITY

Date/Time Application Issued to Applicant:

GROUP, ASSOCIATION, OR ORGANIZATION INFORMATION

Name of Organization Lampasas County Area Go Texan Phone Number: 512 734-1237

Address PO Box 1965 City Lampasas State TX Zip 76550

CONTACT PERSON INFORMATION

Name Tina Loeffler Position with organization Ambassador

Address 5725 N US Hwy 281 City Lampasas State TX Zip 76550

Phone Number 512 734-1237

EVENT INFORMATION

Type/Purpose of Event Lampasas County Area Go Texan BBQ Cook-off

Location of Event 580 Sports Complex Estimated Number to Attend 50-100

Date(s) of Event Oct 8-9, 2021 Time(s) of Event Oct 8 8-9 pm
Oct 9 8-6 pm

Will there be music played at the event? (maybe by teams)

Will there be alcohol present at the event? yes (not served)

DATE/TIME APPLICATION RECEIVED FROM APPLICANT: _____

APPLICATION FILLED OUT COMPLETELY Yes No

APPROVAL/DISAPPROVAL

[Signature] 6/22/21 Approved Disapproved

DIRECTOR OF PARKS AND RECREATION DATE

Comments _____

 Approved Disapproved

CITY SECRETARY DATE

Comments _____

DEPOSIT PAID DATE/TIME: _____ PERMIT ISSUED DATE/TIME: _____

RENTAL FEE PAID DATE/TIME: _____ DATE/TIME: _____

Applicant acknowledges receipt of City Ordinance pertaining to the use of City park facilities.

Signature of Applicant _____ Date _____

APPLICANT REFERRED TO THE POLICE DEPARTMENT FOR PERMIT FOR POSSESSION AND CONSUMPTION OF ALCOHOLIC BEVERAGES IN A CITY PARK. Date/Time: _____

Charles Montgomery

From: Tina Loeffler <tinaloeffler@sbcglobal.net>
Sent: Tuesday, June 8, 2021 2:23 PM
To: Chris Eicher; Vicki Tower; Charles Montgomery
Cc: Rusti Baker
Subject: LCAGT BBQ Cook-Off (580 Complex)

EXTERNAL email: Exercise caution when opening.

Chris,

Here is a detailed agenda/schedule for the cook-off scheduled for October 8-9, 2021. Also, would the park/city be able to bring trash cans? I think that is all that we would need. I have contacted Chuck about security and special events permit.

Thursday October 7th

Any committee members that will be staying at site may move their trailers in (after 5pm)

Friday October 8th

8:00am-7:00pm All teams to move in (no one in before 8am)
5:00pm Meat pick up for Kids Cook
6:00pm-8:00pm Taster's Choice (sell wristbands to the public \$10)
7:00pm Kids Cook turn in/Judging
8:00pm Kid Cook results

Saturday October 9th

8:00am All committee members available for clean-up (pick trash up for teams)
10:00am Bean turn in/Cornhole Registration
11:00am Appetizer turn in/Cornhole Tourney starts
12:30pm Rib turn in
2:00pm Chicken turn in
3:30pm Brisket turn in
6:00pm Awards

After awards committee clean-up immediate area

Sunday October 10th

All committee to site to clean-up and make sure park is taken care of.

If you need any other information please let me know.

Tina Loeffler

Hoffpauir's Ranch & Supply
Retail Manager
tinaloeffler@sbcglobal.net
512-556-5444 (work)
512-734-1237 (cell)
512-556-5203 (fax)

Vicki Tower

From: Charles Montgomery
Sent: Tuesday, June 15, 2021 4:56 PM
To: Chris Eicher; Vicki Tower
Cc: Sammy Bailey
Subject: FW: Scanned from PD Xerox
Attachments: Scanned from a Xerox Multifunction Printer.pdf

Attached is the Special Events Application, and the Alcohol Permit for the Go Texan BBQ cook-off that they are hoping to hold at the 580 Sports Complex in October. Tina Loeffler and I met today, and it sounds like they have an organized plan that they intend to present to you and the board on Thursday. We are good with the plan on the PD side. Please let me know if there is anything that I can do.

Thank you,

Chuck

-----Original Message-----

From: Printer
Sent: Tuesday, June 15, 2021 4:28 PM
To: Charles Montgomery <cmontgomery@cityoflampasas.com>
Subject: Scanned from PD Xerox

Please open the attached document. It was scanned and sent to you using a Xerox Multifunction Printer.

Attachment File Type: pdf, Multi-Page

Multifunction Printer Location: PD
Device Name: PD-XEROX

CONFIDENTIALITY NOTICE: This message is intended only for the use of the individual or entity to which it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. This information is intended only for the use of the individual to whom this e-mail is addressed. If you are not the intended recipient, or the employee or agent responsible to the intended recipient, you should return this e-mail to the sender immediately and delete this message from your computer. You are hereby notified, if you are not the intended recipient, any disclosure, copying, distribution, or taking of action based on the contents of this message is prohibited. CONFIDENTIALITY NOTICE: This message is intended only for the use of the individual or entity to which it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. This information is intended only for the use of the individual to whom this e-mail is addressed. If you are not the intended recipient, or the employee or agent responsible to the intended recipient, you should return this e-mail to the sender immediately and delete this message from your computer. You are hereby notified, if you are not the intended recipient, any disclosure, copying, distribution, or taking of action based on the contents of this message is prohibited.

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City Manager

ITEM NO. 7.6

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

Subject:

Discussion and Possible Action regarding the renewal of the City's Health Insurance Coverage for City Employees with Scott & White Health Plan for October 1, 2021 to September 30, 2022 and authorize the City Manager to execute related documents.

Requested By: Yvonne Moreno, Finance Director

Submitted By: Yvonne Moreno, Finance Director

Date Submitted: June 24, 2021 For the Agenda of: June 28, 2021

Procurement and Funding Statement:

N/A

Attachments:

Summary Statement:

The City has received its annual renewal rates from Scott & White Health Plan for FY 2021/2022. The proposed rate is the same rate as FY 2020-2021 with no increase. The renewal provides the same level of benefits for the employees as the current rates.

Recommendation:

Staff recommends approval of the renewal rates and authorize the City Manager to execute those documents.



Scott & White
HEALTH PLAN



INSURANCE COMPANY OF
Scott & White



Scott & White
CARE PLANS

Part of
Baylor Scott & White HEALTH

**City of Lampasas
Proposal Effective:
October 1, 2021 to September 30, 2022**

Proposed Plan(s)	Network	Product Type	Coins.	Ind. Ded / Max OOP	PCP / SPEC OV	Rx Plan	Rx Benefits	Employee-Only Rate	Employee-Spouse Rate	Employee-Child Rate	Employee-Family Rate
Custom	BSW Plus HMO	CC	20%	\$750 / \$3000	\$30 / \$30	Custom	\$5 / \$25 / \$50	\$570.73	\$1,015.93	\$850.42	\$1,204.33
Custom	BSW Plus HMO	HMO	N/A	\$0 / \$3000	\$40 / \$40	Custom	\$5 / \$25 / \$50	\$738.77	\$1,315.10	\$1,100.82	\$1,558.94
								Employee-Only Rate	Employee-Spouse Rate	Employee-Child Rate	Employee-Family Rate
Optional Vision & Eyewear Rider Rates:								\$10.22	\$20.44	\$22.44	\$33.58

Employee Benefit Trust - Exempt from Premium Tax

All rates include ACA Fees (Patient Centered Outcomes (PCORI) fee).

All rates assume benefits are on a Calendar basis.

All rates include a monthly producer commission of 4.00%

HMO products are offered through Scott and White Health Plan and Scott & White Care Plans. Insured PPO and EPO products are offered through Insurance Company of Scott and White. All are Texas registered insurance companies. Scott & White Care Plans and Insurance Company of Scott and White are wholly owned subsidiaries of Scott and White Health Plan. These companies are referred to collectively in this document as Scott and White Health Plan.

Underwriting Assumptions For Sole Carrier Quotes

1. Participation of at least 70% of eligible employees is required.
2. The employer contribution must be at least 50% of the single premium. Multiple option plan offerings must be at least 50% of the single premium on all plans.
3. COBRA enrollees cannot exceed 10% of the total population.
4. Retirees cannot exceed 15% of actives. If retirees exceed 15% of actives the group must meet the loss ratio per the rate certification or the rates may be adjusted to achieve a satisfactory loss ratio.
5. If the group's enrollment and/or eligible population changes by 20% or more, we reserve the right to re-rate the group.
6. This quote is intended as a single carrier, total replacement offering. If additional carriers are introduced on a renewing group, we reserve the right to review the other carriers' benefit summaries, review the contribution scheme and re-evaluate our rates. If additional carriers are introduced on a new sale, we reserve the right to review the other carriers' benefit summaries, review the contribution scheme and to withdraw our quote.
7. We reserve the right to change any premium rate, including on a retrospective basis, when the terms of the policy are changed or our liability has been altered because of a change in state or federal law or a substantive change in the composition of the group.
8. All rates assume NO GAP plan is in place unless otherwise indicated on this Rate Sheet.
9. All rates assume no MEC plan is in place nor will one be added.

_____ I hereby accept these rates as presented.

Signed: _____

Name/Title: _____

Date: _____

***It is SWHP's understanding that the employer's current contribution is at least 100% toward the employee-only rate. This quote assumes that contribution will continue. If the information is incorrect, please provide us with the current contribution strategy.**


City ManagerITEM NO. 7.7

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

Subject:

Discussion and possible action regarding lease agreement renewal with Quadient and a new IX-5 AF Mailing System.

Requested By: Becky Sims, City Secretary

Submitted By: Becky Sims, City Secretary

Date Submitted: June 24, 2021

For the Agenda of: June 28, 2021

Procurement and Funding Statement:

Budgeted Item 10-599-5376 \$2355.00

Attachments:

Summary Statement:

The City has been leasing a mail processing machine for several years. The current 5-year lease ends July 2021. Staff has received a proposal from Quadient; which is the current provider for a new machine and member of Buy Board. Our current machine is a little over five years old and due to the model and age, the vendor cannot guarantee that we will be able to maintain our current rate of \$165.01 per month for service and support. Quadient is proposing the IX-5 AF Mailing System; which offers the same capabilities as our current machine, the same maintenance agreement support level, installation and training. The new lease rate per month would be \$171.26.

Recommendation:

To consider a motion to approve the lease agreement renewal with Quadient in the amount of \$171.26 per month

BUSINESS CASE

Digital Mailing Solution



Prepared for:

Proposal date: **04/29/2021**

Valid until: **05/31/2021**

Submitted by: **Peter Soto**
Major Account Executive
702-743-9467
p.soto@Quadient.com
Quadient Texas District



Project Team

Sales

Peter Soto
Major Account Executive
Quadient Texas District
702.743.9467
p.soto@quadient.com

Jason Hill
DSS Specialist
Quadient Texas District
210.291.8791
j.hill@quadient.com

John Marin
District Sales Director
Quadient Texas District
512.697.2493
j.marin@quadient.com

Service

Spencer Hubbard
Sr Lead Technician
Quadient Texas District
800.934.2257

Fabian Gagner
Service Technician
Quadient Texas District
800.934.2257

Local Office

Quadient Austin
8601 Ranch Road 2222 Bldg 1 Ste. 225
Austin TX 78730

Corporate Offices

Quadient USA Headquarters
478 Wheelers Farms Rd
Milford, CT 06461
(203) 301-3400

Customer Interaction Center
2304 Tarpley Rd, Ste 134
Carrollton, TX 75006
(800) 636-7678



Gap Analysis



Acknowledged Gaps

- IN600 Auto Feed Mailing System
- 5lb External weight platform and differential weighing
- 2019 total postal spend \$14,325 vs 2020 spend of \$11,707
- Current monthly lease cost **\$165.01 per month.**
- Lease expiration Date: 7/21/2021

Measurable Impact

- New mailing equipment options offer improved user friendly interphase to operate the mailing equipment
- New secure IMI meter technology on new IX models.



Product Overview



iX-5 AF MAILING SYSTEM

A compact and efficient automatic-feed mail processing solution

Key Capabilities

- Intuitive control panel with a color screen and shortcut keys for your most-used rates and imprints
- Quiet inkjet printing with convenient low-ink alerts sent automatically via email
- Meets the latest Intelligent Mail Indicia (IMI) and Dimensional Weighing (DIM) USPS® requirements
- Automatic feeding of postcards, letters or large envelopes up to 1/2" thick
- Dependable envelope sealing that secures the contents of your mail pieces
- Weigh platform auto-adjusts the postage amount for extra-thick envelopes or boxed packages
- Integrated postage label dispenser for easy processing of bulky letters and large envelopes
- Reach productivity levels as high as 110 metered letters per minute
- Safeguard your stored postage with PIN code access for each of your operators
- Track pieces processed and postage used for 100 or more accounts/departments
- LAN or wireless connection to refill postage instantly and update postal rates automatically
- Download artwork to print onto your mail pieces – use our free library or create your own
- Uploads postage usage data to your Myquadiant online account for quick and easy analysis
- Download postage anytime and pay for it later using Quadiant Postage Funding



Financial Considerations

Buyboard Pricing



Product Summary

- IX-5 Automatic Series Digital Mailing System
- 5lb external scale
- Mail System Starter Pack Kit (Ink and starter pack of labels)

Cost Summary

Valid Until: 05/31/21

01 60 – Month Lease (Quarterly Billing)

\$171.26 per month

Additional Business Impact/Notes

- Professional installation and training included
- Pricing above includes maintenance through term of lease



**Pricing is in accordance to Buyboard contract 576-18. Price is subject to change.*



Maximize Productivity and Efficiency with Quadiant Customer Support

For nearly 90 years, we have helped companies on a daily basis. You can rely on us, our expertise and our proactive approach to customer service and support to ensure your mail and parcel processing runs smoothly.

Comprehensive Service Offerings

Expert Technical Service – factory trained field technicians connected wirelessly to a national support structure.

Local Customer Service – U.S. based, local support staff to answer your questions or schedule service.

Operator Training – hands on training sessions at your site to maximize employee productivity.

Large Installation Management – site preparation, equipment delivery, installation and training.

Preventative Maintenance – avoid productivity interruptions by keeping your equipment in top operating condition.



Maintenance Agreement Support Levels

	Standard	Premier	Custom
Service Availability	8 AM – 5 PM	8AM – 5 PM	8 AM – 5 PM
Call Back Time	2 Hours	2 Hours	Customer Defined
Response Time	8 Hours	4 Hours	Customer Defined
Preventive Maintenance	As Needed per Neopost	Scheduled	Customer Defined
Wearable's Included	Yes	Yes	Customer Defined
Loaner Equipment	Not Available	Selected Products	Customer Defined
Toll Free Support	Yes	Yes	Yes

Current Performance - 2020	
Average Response Time	3.8 hrs.
First Time Fix	88.9%
Callbacks/Repeat Calls	8.4%

Overall Customer Satisfaction Index	
Customer Care, Dispatch, Service, Software Support & Project Mgmt.	98.8%

“We don’t call Quadiant service often, but when we do they are here and resolve our issue in no time flat!”



EXPERIENCE
A rich history of world-class leadership



PROVEN RESULTS
96% customer satisfaction rate



EXPERTISE
8 billion personalized experiences annually



BACKED BY THE EXPERTS
Garner, Forrester, and Aspire



Quadient at a Glance

We help companies build powerful connections with their customers. **Because connections matter.**



LOCAL PARTNER

200+ U.S. locations providing unmatched accessibility and responsiveness.



EXPERTISE

8 billion interactions facilitated annually.



PROVEN RESULTS

96% customer satisfaction rate. \$1.2B sales in 2018, 44% from North America.



BACKED BY THE EXPERTS

Gartner, Forrester, and Aspire.



EXPERIENCE

Market-leading technology for 95 years. 800,000 customers across 90 countries.



GLOBAL REACH

5,600 employees in 32 countries.

Portfolio



Customer Experience Management

Omnichannel software that delivers compliant and meaningful customer interactions.



Business Process Automation

Digital solutions that streamline document production processes and departmental workflows.



Mail-Related Solutions

Hardware and software that power accurate and efficient physical communications.



Parcel-Related Solutions

Advanced systems that automate inbound parcel management and optimize shipping.

Business Impact

Delivering measurable process improvements to advance your key business objectives, including:



Customer Engagement

Improve acquisition, satisfaction and retention



Revenue Growth

Increase sales, market share and profit



Risk Mitigation

Enhance security and regulation compliance



Expense Control

Maximize productivity and reduce costs


City Manager

ITEM NO. 7.8

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

Subject:

Discussion and possible action regarding the proposed Joint Use Agreement between the City of Lampasas and Southwestern Bell Telephone Company DBA AT&T Texas.

Requested By: Finley deGraffenried, City Manager

Submitted By: Finley deGraffenried, City Manager

Date Submitted: June 23, 2021

For the Agenda of: June 28, 2021

Procurement and Funding Statement:

N/A

Attachments: Executive Summary, Pole Attachment Agreement

Summary Statement:

After almost one year of negotiation and a Council resolution denying further pole attachments, AT&T has approved the terms of a Joint Use Agreement. The Agreement was prepared and offered to AT & T by our Consultant, Local Government Services, Mr. Greg Fender and Mr. Gary Caraway. The Agreement was also reviewed by Georgia Crump, Counsel on the matter, and Jo-Christy Brown, City Attorney. As the executive summary indicates, the City and AT & T were operating under a 1949 Agreement at a rate well below market. Additionally, at the time the 1949 Agreement was executed, Southwestern Bell and the City had greater parity in poles and attachment, however; as the audit indicates, the burden has shifted dramatically to the City. By agreeing to the new rate, AT&T also waives its right to utilize FCC, rate making calculation process.

Recommendation:

To consider a motion to authorize the City Manager to execute the General Agreement for Joint Use Poles, by and between the City of Lampasas and AT&T.

EXECUTIVE SUMMARY

PROPOSED

JOINT USE POLE AGREEMENT

BETWEEN CITY OF LAMPASAS, TEXAS

AND

SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T TEXAS

The purpose of this summary is to highlight some of the key provisions to be included in a new Joint Use Pole Attachment Agreement with Southwestern Bell Telephone Company d/b/a AT&T as follows:

- The City entered into a Joint Use Pole Contract with Southwestern Bell Telephone a corporation in the State of Missouri in July 1949 with a rental rate of \$1.50 per pole.
- The current pole attachment rental rate is \$3.00 per pole which will change to \$11.00 with the new Agreement.
- The recent 2020 pole audit increased the net number for billing from 848 attachments to approx. 1800 attachments. Preaudit billing was approx. \$2,500 at the current rate of \$3.00 which should increase to approx. \$19,800 in the next billing cycle at the new \$11.00 rate.
- New pole attachment agreement reflects the current industry standards beneficial to the pole owner in operational, financial and associated insurance/indemnification issues. The agreement allows for the City to operate their system effectively with AT&T and to ensure the City the avenues to collect all related cost to pole attachments without any financial burden to the City.
- Operational perspective addresses these key items which were not represented or outdated in the old agreement:
 - technical specifications/requirements
 - permitting process
 - relocation/modifications
 - transfers
 - maintenance
 - tree trimming
 - safety inspections
 - inventories/audit
 - unauthorized attachments
 - emergency guidelines

➤ Financial, Insurance/Indemnification key items that were updated or added to new agreement.

- rental rates of \$11
- standard audit intervals to ensure accurate billing for attachments
- fess related to unauthorized attachments
- insurance updates reflective of ensuring City of proper coverage
- indemnification language which protects City Officials, employees and related City contractors
- default language which allows City to ensure agreement compliance

GENERAL AGREEMENT FOR JOINT USE POLES

THIS AGREEMENT made and effective the 1st day of January 2021, by and between The City of Lampasas of , a home rule municipality organized under the laws of the State of Texas, (hereinafter called "LAMPASAS"), and Southwestern Bell Telephone Company DBA AT&T Texas, with its principal place of business in Dallas, Texas (hereinafter called "AT&T"); The City of Lampasas and AT&T are each referred to herein as a "Party", and collective as the "Parties,").

WITNESSETH:

WHEREAS, LAMPASAS and AT&T own, operate and maintain Poles and power lines and communication facilities in The State of Texas;

WHEREAS, LAMPASAS and AT&T, acting as a Joint User, desire to place certain lines, cables, wires Attachments and appurtenances (hereinafter referred to as "Attachments") on certain Poles of the other Party, acting as a Owner, for the limited purpose of providing all lawful Services in compliance with any and all local, state or federal regulations; provided that such transmission of signals does not create interference with the facilities of Owner and that safety will not be adversely affected by placement of said Attachments;

WHEREAS, Each Party, acting as an Owner, is willing to issue the other Party, acting as a Joint User, a non-exclusive license, to the extent they may lawfully do so, to place, replace, relocate, modify, repair, maintain and remove said Attachments on Owner's Poles;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto, for themselves, their assigns and successors, do hereby covenant and agree to the following:

SECTION 1. DEFINITIONS

- 1.1 "**Agreement**" shall mean this Joint Use Agreement for Joint Use Poles between The City of Lampasas Texas and Southwestern Bell Telephone Company DBA AT&T Texas.
- 1.2 "**Attachment**" is defined as all electric and communication facilities, including but not limited to lines, wires, copper cables, fiber optic cables, coaxial cables, equipment, or associated appurtenances, which are owned or utilized by Joint User and attached directly to Owner's Pole, excluding service drops attached to a Joint Use Pole with existing attachments in place, warning signs, bonds, and MGN grounding connections. Joint User will not attach any ground to Owner's underground equipment.

- 1.3 **“Joint Use”** shall mean using Attachments or maintaining Attachments of both Owner and Joint User on Owner’s Pole.
- 1.4 **“Joint User”** Joint User means the Party and its authorized successor attaching to a pole owned by the other Party.
- 1.5 **“Owner”** means the Party which owns and/or controls the pole on which the Joint User is attaching.
- 1.6 **“Overlash”** shall mean to place an additional wire, strand, or cable on an existing Attachment owned by Joint User and permitted under this Agreement.
- 1.7 **“Permit Application”** is the written request from Joint User to place, replace, relocate or remove its Attachments on Owner’s Pole, and is identified as Exhibit “A” of this Agreement.
- 1.8 **“Pole”** shall mean a wood, concrete or metal pole which is owned by Owner. “Pole” refers exclusively to poles used for Owner’s distribution system or communication system and does not include poles, of whatever composition, used in LAMPASAS’S transmission system.
- 1.9 **“Service Drop”** is a line from the main distribution cable, which provides service to a single customer, building or location.
- 1.10 **“Services”** shall mean all lawful business that each party is licensed, governed, franchised or authorized to perform in the offering of service to its customers.
- 1.11 A **“Third Party Attacher”** is any person or entity other than Owner or Joint User that has or is placing attachments on Licensor’s Joint Use Pole.
- 1.12 The singular of a word shall also refer to the plural and vice versa, unless the context otherwise requires.
- 1.13 Wherever **“days”** are referred to the term shall mean calendar days. “Business days” shall refer to the days Monday through Friday.

SECTION 2. OWNER’S GRANT OF PRIVILEGE TO JOINT USER TO ATTACH TO OWNER’S POLE

- 2.1 This Agreement shall be in effect and shall apply to all Attachments made by Joint User to Owner’s Joint Use Poles existing or hereinafter erected and such Poles are included within the scope of this Agreement in accordance with the procedures hereinafter set forth. Nothing in this Agreement shall be construed as requiring Owner to give Joint User permission to use any particular Pole or to allow Joint User to continue to use any particular Pole unless Joint User has an approved Permit Application for its Attachment on said particular Pole. Owner,

in its reasonable discretion, reserves the right to exclude and may refuse Joint User permission to use any Pole where there is insufficient capacity and for reasons of safety, reliability, generally applicable engineering purposes or space is required now or in the future to provide for Owner's Services. Owner may, subject to the terms of this Agreement, require Joint User to replace, relocate, modify, remove or perform other work with respect to Joint User's Attachment on any Pole, subject to Sections 2.7 and 9.2 herein.

- 2.2 No use, however extended, of Poles under this Agreement shall create or vest in Joint User any ownership or property right in said Poles, but Joint User's rights in such Poles shall be and remain a mere license terminable as provided herein. Nothing in this Agreement shall be construed to compel Owner to maintain any Pole for any period of time.
- 2.3 The license granted to Joint User hereunder with respect to any Pole shall be non-exclusive in that Owner reserves the right to use any and all such Poles for any lawful purpose of business or to lease or otherwise permit any other person or entity the right to lease or use any or all Poles, on a nondiscriminatory basis, for any lawful purpose. The rights and privileges of Joint User shall be subject to the rights and privileged of others upon whom Owner has conferred contractual rights or privileges to use its Poles prior to the execution of this Agreement, or predecessors to this Agreement. Nothing in this Agreement shall be construed as a limitation against Owner with respect to any preexisting agreement with others not parties to this Agreement.
- 2.4 **EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT OR AS REQUIRED BY LAW, OWNER MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL ACTIONS AGAINST OWNER BY JOINT USER IN WARRANTY, TORT, CONTRACT OR OTHERWISE MUST BE COMMENCED WITHIN ONE (1) YEAR OF THE DATE OF ACCRUAL OF SUCH ACTION. IN NO EVENT SHALL A PARTY BE RESPONSIBLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, UNLESS CAUSED BY THE GROSS NEGLIGENCE, WILLFUL MISCONDUCT OF SUCH PARTY. OWNER MAKES NO WARRANTY AS TO THE LONGEVITY OR USEFUL LIFE OF WOOD POLES.**
- 2.5 Joint User shall be solely responsible for determining the necessity of and for obtaining all rights-of-way, easements, licenses, franchises, authorizations, permits and consents required to construct, operate and/or maintain its Attachments on Owner's Poles from federal, state, county, or municipal authorities or private and/or public property owners. Should Joint User desire to place an Attachment on Owner's Pole, which is located on private property, Joint

User will submit to Owner, along with the appropriate Permit Application, proof that Joint User has the right to place its Attachment on said property

- 2.6 On any Pole on which Joint User may be permitted to attach its Attachments, Owner specifically reserves its right to maintain its own facilities and to operate its own equipment thereon in such a manner as will best enable it to fulfill its own service requirements. Joint User will operate Joint User's Attachments in a manner which will not cause or create interference (i) with Owner's existing or proposed communications or electric transmission operations or the equipment of any Third Party Attacher sharing the Pole prior to Joint User's use of the Pole or whose tenure on the Pole began prior to the Joint User's modification of its equipment or (ii) between the equipment of Owner or any such Third Party Attacher. During the Term, Joint User agrees to cooperate in any investigation and resolution of any interference caused by or occurring between equipment of any parties operating on the Poles, including cooperation in and compliance with the determination and recommendations of the third-party analysis provided for in this Section. In the event that the equipment or operation of Joint User is interfering with the equipment or operation of Owner' or of a pre-existing Third Party Attacher, on notice by Owner, Joint User will use its best efforts to correct the interference in a timely manner even if Joint User is operating in full compliance with applicable Federal, State or local regulations. If Joint User fails to correct the interference with equipment or operation of Owner or of a pre-existing Third Party Attacher within thirty (30) days after receipt of notice from Owner, Owner may terminate the license as to the Pole or Poles in question on thirty (30) days additional notice and Joint User will promptly remove the Attachment(s) from the Pole(s). If the interfering party is a Third Party Attacher which began sharing the Pole(s) or modified its equipment after Joint User began using the Pole(s), Owner will notify the Third Party Attacher to correct the interference immediately, even if such Third Party Attacher is operating in full compliance with applicable regulations. If the Third Party Attacher fails to correct the interference immediately, Owner will notify the Third Party Attacher to cease all operations. Owner may in its reasonable discretion cause an independent third-party interference analysis to be made and require the party found to be interfering improperly to correct the interference or cease all operations. If Joint User is found to be interfering with Owner or a pre-existing Third Party Attacher, Joint User will pay the reasonable actual costs associated with the analysis.
- 2.7 Owner shall not be liable to Joint User for any interruption of Joint User's service or for any interference with the operation of Joint User's Attachments in any manner except as set out in this Agreement. If Owner determines in its sole discretion that space on a Pole covered by this Agreement is needed by Owner, and such need was a condition identified during Joint User's Permit Application for Attachment, in accordance with a bona fide development plan that projects a need for that space for the provision of Owner's Services, Owner may, by giving Joint User thirty (30) days notice, reclaim the Pole(s) in question, and Joint User

will remove its Attachments on said Pole on or before the first of the month after the expiration of the 30 day period. The parties will use their best efforts to locate other Owner Poles that are suitable for Joint User's purposes. If suitable replacement Pole(s), are not located within the thirty (30) day period, Owner will terminate the license under this Agreement with respect to the Poles in question. Payments attributable to reclaimed Pole(s) will not be due for the period between Joint User's cessation of operations at the reclaimed Pole(s) and the commencement of operations at the replacement site, if any.

- 2.8 Subject to the terms and conditions of this Agreement, and throughout the Term of this Agreement, Joint User shall have the benefit of quiet enjoyment in that Owner shall not intentionally disturb Joint User's authorized Attachments, except as such disturbance may be necessary in an emergency or natural disaster situation except as specified herein. Additionally, Owner shall have the benefit of quiet enjoyment in that Joint User shall neither intentionally disturb the property of Owner nor disrupt or disturb the Service provided by Owner.

SECTION 3. TECHNICAL REQUIREMENTS

- 3.1 The Joint Use of Poles covered by this Agreement shall at all times be in conformity with the requirements of the latest edition of the National Electric Safety Code (NESC), National Electric Code (NEC), and Occupational Safety and Health Code (OSHA), Telcordia Technologies, Inc. BlueBook Manual of Construction Procedures, Document Number SR-1421, Issue Number 05, Issue Date September 2011 or its successor document, and any subsequent revisions or successors thereto and the non-discriminatory requirements of Owner's specifications in effect at the time of original construction or major change to Joint User's Attachments, except where the requirements of applicable laws may be in excess of the requirements of said NESC, NEC or OSHA, in which case the more stringent requirements shall apply.
- 3.2 In the event Owner should amend its requirements, rules or practices for the Joint Use of Poles, Owner shall give sixty (60) days advance written notice of such change and Joint User make such changes or alterations in its new installations and when performing any service work in the ordinary course of maintenance of its facilities as may be required to fully comply with the provisions of such written notice. Joint User further agrees to make such changes, modifications or alterations within 60 days after receipt of written notice. Should it be commercially unreasonable for Joint User to implement such changes, modifications or alterations within 60 days, Owner shall grant Joint User additional time for Joint User to implement such changes on a reasonable schedule.
- 3.3 Prior to Joint User placing an Attachment on Owner's Pole, Joint User shall provide Owner a mutually agreed to industry standard pole loading calculation to determine the strength of the Poles to ensure its sufficiency for transverse and

vertical loads imposed upon them under heavy storm loading conditions of the NESC. If Joint User fails to provide such, Owner may perform pole loading calculations and all cost to determine the proper loading for Joint User's proposed Attachments will be paid by Joint User to Owner. Joint User will provide Owner with the characteristics of Joint User's Attachments to be placed. Further, Joint User expressly assumes responsibility for determining the condition of all poles to be climbed by its employees, agents, contractors or subcontractors. Joint User assumes all risks related to the construction, operation, and maintenance of its Attachments, except as to those that may be caused by the gross negligence or willful misconduct of Owner.

- 3.4 Joint User shall take all steps necessary to protect persons and property against injury or damage that may result from the presence, installation, use, maintenance or operation of Joint User's Attachments, and to avoid interference in Owner's safe and efficient operation of its electric distribution system. Should any such injury, damage or interference occur despite such steps, Joint User shall promptly notify Owner within two (2) working days of such injury, damage or interference. At Owner's option, Joint User shall either (i) repair such damage and/or resolve interference, or (ii) compensate Owner for the reasonable actual costs of repairing any such damage and/or resolving such interference, and shall indemnify Owner as provided herein.
- 3.5 Joint User shall ensure that all employees, agents, and contractors of Joint User used to install or maintain the Attachments are qualified to work within the vicinity of electric distribution poles.
- 3.6 All necessary anchors and guys shall be in place and operative prior to the placement of License's Attachments. Any unbalanced loading of Owner's Poles, which is caused solely by the placement of Joint User's Attachments, shall be properly guyed and anchored by Joint User, and Joint User shall be solely responsible for all expense, risk and liability associated therewith. Joint User will place guy markers on all such down guys and Owner shall have no responsibility in placing, monitoring or maintaining such markers. Joint User shall not attach any of its Attachments to any guy or anchor of Owner.
- 3.7 Joint User's cable will be tagged at maximum intervals of every third Pole, so as to identify Joint User as owner of said cable. Tags shall be of sufficient size and lettering as to be easily read from ground level. All cables installed following the date of this Agreement shall be tagged and Joint User shall tag all existing non-tagged cables as Joint User is performing any service work in the ordinary course of maintenance on existing non-tagged cables. Joint User shall be solely responsible for periodically inspecting its Attachments to ensure they have permanent identification markers. Should Owner encounter any of Joint User's Attachments, where Joint User has performed maintenance after the Effective Date of this Agreement, which do not have permanent markers, Owner may notify Joint User provided that Owner can identify the Attachments as belonging to Joint

User. Joint User shall have thirty (30) days from the date of notice to place such permanent identification markers on those Attachments.

- 3.8 Should Joint User desire to Overlash its own existing Attachments, Joint User will submit a Permit Application in accordance with Section 4 of this Agreement. Joint User may Overlash its own existing Attachments provided that there is adequate pole strength and the overlashed Attachment complies with the specifications set forth in Section 3.1. Overlashing shall not be considered a separate Attachment for the purpose of calculation pole rental fees.
- 3.9 Each application shall involve sufficient planning by Joint User to ensure Joint User shall comply with all specifications enumerated in Section 3.1 above and applicable federal, state, county and local laws, statues, ordinances, codes, rules and regulations regarding any removal and disposal of Poles undertaken by Joint User, and regarding maintenance, placement and operation of Attachments. To the extent allowed by State law, **Joint User shall defend, indemnify and hold the Owner harmless from and against any charges, penalties, fines, losses, or damages sustained by the Owner because of the Joint User's noncompliance with this provision.**
- 3.10 Where municipal or other governmental regulations require Owner to allow the use of its poles for fire alarm, police, or other like signal systems, such use shall be permitted under the terms of this Agreement, and the Joint User shall be subject to such regulation in its use of any jointly-used poles to the same extent as Owner.

SECTION 4. ESTABLISHING JOINT USE OF POLES

- 4.1 Throughout the term of this Agreement, Joint User may designate a Pole or Poles on which it desires to place, replace, relocate or modify any Attachment. Each such designation shall be made by Joint User by submitting to Owner a Permit Application in such manner as prescribed in the form of Exhibit "A" to this Agreement, or as may be amended by Owner, signed by a duly authorized representative of Joint User, and specifying in the appropriate spaces thereon the type of work Joint User desires to perform and the Pole or Poles on which such work is to be performed. Joint User shall not place any Attachment on Owner's Pole prior to receiving a conditionally approved or approved Permit Application. Notwithstanding any other provision in this Agreement Joint User may place, replace, relocate, or modify a Service Drop on any Pole without prior written notice to Owner and without first submitting a Permit Application. If Joint User attaches a Service Drop to Owner's Pole on which Joint User has no current Attachment, Joint User shall, on a quarterly basis, submit a Permit Application to Owner identifying all Poles on which Joint User has attached Service Drops.
- 4.2 Owner shall approve, conditionally approve or deny each Permit Application for the placement, replacement, relocation or modification of Joint User's Attachment

within forty-five (45) days of receipt. Should Joint User require a response time less than forty-five (45) days, due to a regulatory or service requirement, Joint User will provide written notice to Owner at the time the Application is submitted, as to the date a response is required to meet Joint User's service requirements. Owner will use its best commercially reasonable efforts to respond to Joint User's request. Should Owner be unable to meet Joint User's shorter time frame requirement. Owner will notify Joint User and include a detailed response as to why the shortened time frame cannot be met. Owner will return a copy of the Permit Application to Joint User reflecting its approval, conditional approval or denial in the appropriate space.

- 4.3 Owner may deny any Permit Application on a non-discriminatory basis for the placement, replacement, relocation or modification of Joint User's Attachments, where, in Owner's reasonable judgment, there is insufficient capacity, space is required for Owner's Services or on the basis of safety, reliability and generally accepted engineering practices.
- 4.4 Owner may conditionally approve a Permit Application for the placement, replacement, relocation or modification of Joint User's Attachment on the condition that Joint User modifies the application in certain specified respects. In such event, Owner shall return a copy of the Permit Application to Joint User reflecting such conditional approval and detailing the required modifications in the appropriate spaces thereon. If Joint User is willing to accept Owner's modifications to the Permit Application, Joint User shall return the Permit Application to Owner, within thirty (30) days of its receipt, signed by a duly authorized representative and reflecting Joint User's acceptance of the modifications in the appropriate spaces thereon. Should Joint User decide not to accept the cost associated with any Permit Application, the Joint User shall pay the Owner all reasonable cost for time spent processing such Permit Application.
- 4.5 If approval of a Permit Application for the placement, replacement, relocation or modification of Joint User's Attachment will require a modification or rearrangement of the Attachments of Owner or any other Third Party Attacher on any Pole solely to accommodate Joint User's Attachment, Owner in the exercise of its reasonable discretion, may conditionally approve the Permit Application on the condition that Joint User agrees to reimburse Owner for all reasonable actual costs associated with such modification or rearrangement. In such event, Owner shall return a copy of the Permit Application to Joint User reflecting such conditional approval and detailing the Attachments that must be modified or rearranged and the estimated cost of making the modifications and rearrangements in the appropriate spaces thereon. If Joint User is willing to reimburse Owner for all reasonable actual costs associated with such modifications or rearrangement solely to accommodate Joint User's Attachments, Joint User shall return the Permit Application to Owner, within thirty (30) days of its receipt, signed by a duly authorized representative and reflecting its acceptance of such costs in the appropriate spaces thereon. The Permit Application shall be

accompanied by payment of the amount of estimated cost of making such modification or rearrangement. Upon Owner's completion of such modification or rearrangements, the reasonable actual cost of performing said work will be compared with the estimated cost. Joint User agrees to pay Owner any undercharge in the difference between the estimated cost and the reasonable actual cost and Owner agrees to reimburse Joint User any overcharge in the difference between the estimated cost and the reasonable actual cost.

- 4.6 If approval of a Permit Application for the placement, replacement, relocation or modification of Joint User's Attachment will require the placement of new Poles or replacement of one or more existing Poles solely to accommodate the new Attachments of Joint User, Owner may approve the Permit Application on the condition that Joint User agrees to reimburse Owner for all reasonable actual costs attributable to the placement of new Poles or replacement of the existing Poles with new Poles required solely to accommodate the new Attachments of Joint User. In such event, Owner shall return a copy of the Permit Application to Joint User reflecting such conditional approval and detailing the estimated cost associated with the replacement of the existing Poles with new Poles required solely to accommodate the new Attachments of Joint User. If Joint User is willing to pay all reasonable actual costs associated with the placement of new Poles or the replacement of existing Poles with new Poles, Joint User shall return the Permit Application to Owner, within thirty (30) days of its receipt, signed by a duly authorized representative and reflecting Joint User's acceptance of such costs in the appropriate spaces thereon. The Permit Application shall be accompanied by payment of the amount of the estimated cost of making such replacement. Upon Owner's completion of such modification or rearrangements, the reasonable actual cost of performing said work will be compared with the estimated cost. Joint User agrees to pay Owner any undercharge in the difference between the estimated cost and the reasonable actual cost and Owner agrees to reimburse Joint User any overcharge in the difference between the estimated cost and the reasonable actual cost.
- 4.7 Owner shall use reasonable efforts to respond to each Permit Application within forty-five (45) days after its submission or sooner if so requested as described in 4.2. License shall limit the number of Poles on each Permit Application to include no more than twenty five (25) poles. If Joint User submits more than one such Permit Application at the same time or submits additional Permit Applications during the pendency of another such Permit Application, Joint User shall designate, in writing, an order of priority for the review of Owner. In the absence of such designation, Owner shall review them in the order of their submission.
- 4.8 Joint User shall pay Owner a pre-construction inspection fee to compensate Owner for the reasonable actual cost incurred to inspect the Poles identified in the Permit Application to insure adequate space is available for Joint User's Attachments as well as ensuring Poles have adequate vertical and horizontal strength to support Joint User's proposed Attachments and a post-construction

inspection fee for the reasonable actual cost incurred to insure Attachments were installed according to the make-ready recommendation of the Permit Application and terms and conditions of this Agreement. Owner shall provide the Joint User with an itemized invoice reflecting such fees within a reasonable time following the inspections. Failure to pay these fees within forty-five (45) days of written receipt of the invoice, unless an extension is granted by Owner, will void the conditional approval of the Permit Application and Joint User will remove all Attachments within fifteen (15) days.

- 4.9 If Joint User has a requirement to locate its equipment using any easement, right of way, or other property right of Owner but over which no Poles or an insufficient number of Poles are located to facilitate Joint User's purposes, Joint User shall notify Owner. Joint User and Owner, within a reasonable time after the delivery of such written notice, will determine the location and size of the Poles that will meet the present and/or future service requirements of Joint User and Owner and any existing Third Party Attacher. At its sole option, Owner may construct the necessary Poles, and Joint User shall bear all actual costs associated with the construction. Notwithstanding such payment, Owner shall own such Poles and Joint User shall not acquire any ownership or property interest in such Poles. Owner, at its sole discretion, may decline to construct the necessary Poles.
- 4.10 Upon conditional approval of a Permit Application for the placement, replacement, relocation or modification of Joint User's Attachment, Joint User, at its sole risk and expense, may place, replace, relocate or modify the Attachments identified in the Permit Application on the Poles so specified in it during a one hundred twenty (120) day period from the date of its approval. If after said one hundred twenty (120) day period, Attachments are not placed, replaced, relocated or modified, a new Permit Application shall be submitted in accordance with procedures described in this Section 4 prior to Joint User's placement, replacement, relocation, or modification of such Attachments.
- 4.11 Joint User shall not place, replace, relocate or modify any Attachment or equipment on any Pole until after the Permit Application for such work has been approved or conditionally approved by Owner in accordance with the procedures as described in this Section 4. A copy of the approved or conditionally approved Permit Application shall be maintained on the job site at all times construction is in process.
- 4.12 Within fifteen (15) days of completion of the work, as outlined in the Permit Application, Joint User shall give written certification or a mutually agreed to electronic notification system, to Owner that the Attachments are complete and comply with Section 3.1 of this Agreement. Owner may then conduct a post-construction inspection to insure all work is in accordance with the terms and conditions of this Agreement. Upon completion of the post-construction inspection if Attachments are found to have been installed in accordance with the

Permit Application and terms and conditions of this Agreement, the Permit Application will be changed from conditionally approved to approved.

- 4.13 Owner reserves the right to deny any new Attachment requests, relocations, replacements, modifications, and service requests of Joint User if Joint User is found to be delinquent for any undisputed monies due to Owner.

SECTION 5. RELOCATION, REPLACEMENT OR MODIFICATION OF JOINT USER'S ATTACHMENTS AT OWNER'S REQUEST

- 5.1 Upon written notice from Owner, Joint User, at its sole risk and expense and within the period specified in the notice, not to be less than thirty (30) days, shall replace, relocate or modify all and any portion of its Attachments on any Pole that Owner specifies is necessary for the provision of its Service subject to Section 2.7 herein in such notice. Joint User may remove all its Attachments on such Poles, within the time period specified in the notice, provided that such removal does not create a safety hazard or unbalanced load on any Poles. In the event that such removal would create a safety hazard or unbalanced load, Joint User shall so notify Owner and Joint User shall be under no obligation to perform such work until Owner resolves such safety hazard or unbalanced load caused by Owner's request. Joint User may perform such work without prior notice to Owner and without first submitting a Permit Application; however, Joint User shall notify Owner of the performance of such work within fifteen (15) days of its completion. A copy of notice from Owner indicating that work was requested of Joint User, shall be maintained on the job site at all times work is in process. If Joint User fails to perform such work within the period specified in the notice, Owner, in the exercise of its reasonable discretion, without notice or demand to Joint User and at the sole risk and reasonable actual expense of Joint User, may either perform all or any portion of such work or remove all or any portion of Joint User's Attachments. Should Owner perform such work, Owner shall use its best efforts to avoid any disruption of service to Joint User's customers, but shall have no liability in the event of any such disruption, other than Owner's gross negligence and willful misconduct.

- 5.2 Whenever any right-of-way consideration of the City of Lampasas, county or state regulation makes relocation of a Pole necessary, Owner shall bear the cost of relocation of such Pole, except Joint User shall bear the entire risk and actual cost of relocating Joint User's Attachment.

SECTION 6. TRANSFER AND/OR RELOCATION OF JOINT USER'S ATTACHMENTS

- 6.1 Owner's participation in transferring Joint User's Attachments is strictly voluntary and shall be performed at the sole discretion of Owner. Participation

shall be in accordance with the terms and conditions set forth in Section 6 and, as applicable, other parts of this Agreement.

- 6.2 When Owner, in the course of performing its own work determines it is necessary to transfer the Attachments of Joint User Owner upon written or a mutually agreed to electronic notification system will remove and reinstall Joint User's Attachments when Owner determines it is within its capabilities and /or best interest to do so. Should Owner have a planned work order to replace Poles, which have Attachments of Joint User, Owner will provide notice to Joint User of required transfers. Joint User may determine to transfer its own Attachments within the timeframe set forth in said notice. Should Joint User fail to complete transfers within said timeframe given in notice, Owner will complete the transfers at Joint User's expense.
- 6.3 When Owner is doing work on behalf of the Joint User, Joint User shall pay to Owner ONE HUNDRED TWENTY-FIVE and 00/100 (\$125.00) dollars, per Pole, for the relocation of a Joint User's single cable through bolt or j-hook Attachment.
- 6.4 Owner will issue an itemized invoice within thirty (30) days in which the work described in this Section 6 is performed. The invoice will reference the location of Pole and date work was performed.
- 6.5 Should Joint User fail to transfer its Attachments within thirty (30) days from receipt of notice from Owner to do so, Owner may in its sole option, abandon such Pole and transfer title of such Pole to Joint User, whereupon Joint User shall reimburse Owner for the actual reasonable depreciated costs associated with transferring the pole ownership. Joint User shall thereafter take full ownership of such Pole in an **AS IS** condition. Joint User will mark such Pole to identify Joint User as owner thereof. Owner will provide the Joint User a bill of sale and shall have no future interest in or responsibility for such Pole.
- 6.6 Effective the date this Agreement is executed and within forty-five (45) days of such, both parties agree to meet and establish mutually agreeable timelines to complete all transfers and associated pole removals. Simple cable or drop transfers or needs to attach poles which do not require engineering, cable placement or splicing by Joint User's employees, will be completed first with the removal and transferring of their Attachments to new poles at their sole expense. Complex transfers requiring engineering, cable placement and splicing by Joint User's employees will require additional time to complete and will be scheduled with mutually agreeable timelines within sixty (60) days after the completion of the 2020 pole inventory, at Joint User's sole expense.

SECTION 7. MAINTENANCE AND REPAIR OF ATTACHMENT

- 7.1 Joint User shall at its sole risk and expense maintain all Attachments on Poles in a safe condition and in thorough repair. Joint User may perform maintenance and repair work without giving prior written notice to Owner. If Joint User fails to maintain any such Attachments in compliance with the specifications set forth in Section 3.1 and has provided written notice to Joint User of its non-compliance then after thirty (30) days from Joint User's receipt of written notice, Owner may perform such repairs or maintenance that it deems necessary at the sole risk and expense of Joint User. Joint User expressly agrees that Owner's circuits are to continue in normal operation during Joint User's performance of any construction or maintenance, and that Joint User is to provide and use all protective equipment necessary for the protection of Joint User's employees, contractors and equipment, and Joint User shall guard against interference with normal operation of Owner's circuits.

SECTION 8. TREE TRIMMING

- 8.1 Joint User, at its sole risk and expense, shall perform all tree trimming required for its Attachments on Poles. Owner may perform any tree trimming that it deems reasonable or necessary to maintain the safety and reliability of its Poles, e.g. a tree is contacting Joint User's cable and is placing stress on the Pole lead and Owner has to immediately remove the tree from the cable at the reasonable expense of Joint User. Owner may perform any reclearing of existing right-of-way and any tree trimming necessary for its pole lead. In no event shall Joint User trim or cut beyond the boundaries of any easement granted to Owner unless Joint User shall have its own authorization to do so. Joint User at all times shall perform such work promptly in such a manner as to not interfere with the Services of Owner or other pole attachments.

SECTION 9. REMOVAL OF ATTACHMENTS

- 9.1 Joint User shall notify Owner of all Attachment removal within thirty (30) days after the removal. Notification will not be required for a Service Drop. A copy of notice from Owner indicating that work was requested of Joint User, shall be maintained on the job site at all times work is in process. If Owner believes, in its reasonable discretion, that such removal creates a safety hazard, Joint User shall at its own expense replace such Attachment and perform any other corrective action specified by Owner in a notice to Joint User requesting such replacement or modification. Should Joint User fail to perform such work within thirty (30) days or such shorter period of time as is specified in the notice and necessary to correct any safety hazard, Owner may perform all or any part of such work at Joint User's expense.
- 9.2 Upon notice from Owner Joint User, at its sole risk and expense and within the period so specified in the notice, in writing or in electronic form, not to be less

than thirty (30) days, unless a shorter notice period is required by Owner's customer service requirements or other emergency considerations as determined in Owner's reasonable discretion, shall remove all or any portion of the Attachments on any Pole that Owner requests in such notice.

9.3 If Owner desires at any time to abandon any Pole(s), it shall give Joint User notice in writing or a mutually agreed to electronic notification system, to that effect not less than sixty (60) days prior to the date on which it intends to abandon such Pole(s). If Joint User desires to maintain its Attachments, Joint User shall notify Owner and Owner shall sell the Pole(s) to Joint User at Owner's depreciated costs. If Joint User does not desire to maintain its Attachments, then Joint User shall remove its Attachments prior to the date on which Owner intends to abandon the Poles(s). If, the expiration of such notice period, Joint User has not removed all of its Attachments from such Pole(s), should Joint User exercise the option to buy the Pole, as specified herein, Joint User agrees and understands that it shall assume total and full responsibility for, and hold Owner harmless therefrom, maintenance, replacement and/or disposal requirements. Joint User recognizes and acknowledges that it is taking title to the Pole for all purposes. Joint User further recognizes and acknowledges that specific maintenance requirements exist on the easement and Joint User shall become familiar with the terms and agrees to comply with the terms contained in any easement or right of way. Joint User understands that Owner does not warrant, guarantee or imply that such Pole(s) possess sufficient mechanical strength as required by any use of Joint User and Joint User agrees and understands Owner makes no representations or guarantees concerning any right to occupy the premises where the Pole(s) may be located upon removal of Owner's facilities.

9.4 If Owner elects to sell a Pole and Owner shall have no attachments on such Pole but Joint User shall not have removed all of its Attachments, such Pole may be sold to and become the property of Joint User at the sole option of Owner. If Owner elects to sell such Pole, Owner shall provide Joint User with a properly authorized bill of sale reflecting the fair market value of the Pole. Such bill of sale can be sent both through traditional mail or electronic form (email, DocuSign, pdf copy of bill of sale, etc.). **JOINT USER SHALL RECEIVE THE POLE "AS IS AND WHERE IS," AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS OWNER FROM ALL OBLIGATION, LIABILITY, COST, CLAIM, DAMAGE, EXPENSE OR CHARGE RELATED THERETO WHICH ARISES OUT OF FACTS AND/OR EVENTS OCCURING THEREAFTER. Should Owner elect to sell such pole, Joint User shall take title to the pole for all purposes. Because poles and related items may contain various hazardous chemicals or properties, JOINT USER SHALL COMPLY WITH THE TERMS AND DIRECTIONS OF THE APPROPRIATE MATERIAL SAFETY DATA SHEET AND WITH STATE AND FEDERAL LAW REGARDING THE MAINTENANCE, REPLACEMENT, AND/OR DISPOSAL OF THE POLE. OWNER DOES NOT WARRANT, GUARANTEE, OR IMPLY THAT SUCH POLE**

POSSESSES SUFFICIENT MECHANICAL STRENGTH AS REQUIRED BY OR FOR ANY USE OF JOINT USER. OWNER MAKES NO REPRESENTATIONS OR GUARANTEES CONCERNING ANY RIGHT TO OCCUPY THE PREMISES WHERE THE POLE IS CURRENTLY LOCATED UPON THE REMOVAL OF OWNER'S

- 9.5 Whenever Joint User removes any Attachment from a Pole, whereby such removal will vacate Owner's pole of all Joint User's Attachments, it shall submit to Owner a Permit Application of the Attachment removed and the location of the Pole from which it was removed. All Permit Applications submitted for such removals will be deemed approved when received by Licensor, provided such removal is in compliance with the terms and conditions of this Agreement. Notwithstanding the foregoing, no Permit Application need be submitted by Licensee after the removal of a Service Drop from a Pole unless after its removal there are no Attachments on the Pole. Licensee shall pay to Licensor the full rental for the current year on any Pole upon which Attachments were removed during that current year.

SECTION 10. EMERGENCIES

- 10.1 In the event of an emergency, Joint User, at its sole risk and expense, shall have the right to place, replace, relocate or modify Attachments on any Pole without first obtaining Owner's approval of a Permit Application for such work; provided however, that before performing such emergency work, oral approval shall be obtained from Owner's authorized representative when practicable, and provided further, that such work is performed within the time period and under such conditions specified by Owner's authorized representative. Any such oral approval shall be confirmed, within fifteen (15) days of the performance of such work, by Owner to Joint User in writing identifying both the work performed and the affected Poles. If such emergency placement, replacement, relocation or modification is not acceptable to Owner, then Joint User, at its sole risk and expense, shall remove, replace, relocate or modify all or any portion of such Attachments upon written notice from Owner and within the time period specified in the notice. If Joint User fails to perform such work, Owner may either perform all and any portion of such work or remove the Attachments from the Pole at the reasonable actual cost of Joint User.
- 10.2 In the event of an emergency, Owner, without prior notice to Joint User and at Joint User's sole risk and expense, may temporarily replace, relocate, remove, modify or perform any other work in connection with Joint User's Attachments on any Pole. Owner will use its best efforts to notify Joint User in advance of any such replacement, relocation, removal, modification or other work, and avoid disruption of Services to Joint User's customers, but will have no liability with respect to any such disruption except to the extent that such disruption was caused by negligence or willful misconduct on the part of the Owner. If Owner is unable to notify Joint Use prior to the emergency modification of Joint User's

Attachments, Owner shall provide notification within twenty-four (24) hours after completing the work.

- 10.3 Joint User shall reimburse Owner for the reasonable actual expense that Owner may incur for such emergency work performed pursuant to Section 10.2 above. In such event, Owner shall notify Joint User, within a reasonable time, of both the Poles affected and the work performed.

SECTION 11. POLE ATTACHMENT FEES, CHARGES AND RATES

- 11.1 The annual pole Attachment fee per Pole on which Joint User has Attachments will be Eleven and 00/100 (\$11.00) dollars. The pole Attachment fee is subject to good faith renegotiation following the initial five (5) year period, and every three (3) years thereafter, upon either parties' written request.
- 11.2 After the rental rates are applied to each party's number of Poles, the smaller total amount due from a party shall be deducted from the larger total amount due from a party, and the party owing the larger amount shall pay to the other party the difference between such amounts. A notice of payment due for the preceding year shall be provided on or before January 15 of each year to the party owing the larger amount. The first payment shall be due and payable upon forty-five (45) days of receipt.

SECTION 12. UNAUTHORIZED ATTACHMENTS

- 12.1 If any of Joint User's Attachments for which no Permit Application has been issued, other than Service Drops as specified in Section 4.1 above, shall be found attached to Owner's Poles, Joint User, upon written notification from Owner and within fifteen (15) days of receipt of notice, shall submit a Permit Application for such unauthorized Attachment. If said Permit Application is not received by Owner within the specified time period, Joint User shall immediately remove its unauthorized facilities. If Joint User fails to immediately remove its unauthorized facilities Owner may remove such unauthorized facilities at Joint User's sole risk and expense.
- 12.2 The charge for each unauthorized Attachment will be SEVENTY-FIVE-and 00/100 (\$75.00) Dollars for each unauthorized Attachment and will be invoiced in accordance with Section 14.1. Joint User shall also pay to Owner all reasonable actual costs incurred by Owner to rearrange any unauthorized Attachments of Joint User if such rearrangement is required to meet the specifications set forth in Section 3.1 above Licensee shall also pay to Licensor all reasonable actual costs incurred by Licensor to rearrange any unauthorized Attachments of Licensee if such rearrangement is required to meet the specifications set forth in Section 3.1.
- 12.3 Joint User retains the right to provide evidence of authorization and dispute the Owner's charge of unauthorized Attachments. No act or failure to act by Owner

with regard to an unauthorized attachment submitted pursuant to this section shall be deemed a ratification or the granting of permission to attach such unauthorized Attachment. If any permission should be subsequently issued, said permission shall not operate retroactively or constitute a waiver by Owner of any of its rights under this Agreement; provided, however, that Joint User shall be subject to all charges, liabilities, obligations and responsibilities of this Agreement in regard to any unauthorized Attachment.

SECTION 13. INVENTORIES AND AUDITS

- 13.1 Owner may conduct an audit of Joint User's Attachments to verify the number and location of Joint User's Attachments in all common service areas of the territory covered by this Agreement. Any such audit may be conducted no more frequently than once every five (5) years. Owner will provide sixty (60) days notice to Joint User of its intent to conduct an audit. Should a third-party contractor be selected to perform the inventory, the Parties will mutually agree on the contractor selected and scope of work and share the results at the conclusion of the audit. Joint User will reimburse Owner for Joint User's share of Owner's total audit cost, as pro-rated between Joint User and any other third party attachers within forty-five (45) days of receipt of the audit cost invoice. Notwithstanding any of the fore mentioned, precludes Owner from conducting any additional audit, inventory or inspection at Owner's own expense at any time.
- 13.2 If there is a difference in the number of Joint User Attachments found by the inventory and the number of Attachments currently being billed, Joint User shall pay back rent for all unauthorized Attachments for a period of five (5) years, or since the date of the last inventory not to exceed five (5) years of Joint User Attachments on a prorated percentage difference back to the previous inventory (whichever period is shortest), at the rental rates in effect during such periods.
- 13.3 In addition to the back rent, Joint User shall be subject to the unauthorized Attachment charge for each unauthorized Attachment, including Service Drops, where no Permit Application was obtained.
- 13.4 Owner may require the Joint User to a Permit Application in accordance with Section 4 of this Agreement within thirty (30) days of receipt of notice from Owner of any unauthorized Attachment, or such longer time as mutually agreed to by the Parties after an inventory.
- 13.5 No inventory or inspection, or lack thereof, by Owner shall operate to relieve Joint User of any responsibility, obligation, or liability assumed under this Agreement.
- 13.6 Any safety violations documented during such physical inventory and caused by Joint User's Attachments will be corrected within sixty (60) days, unless an

extension is granted by the Owner, after Joint User's receipt of written notice or a mutually agreed to electronic notification system. If Joint User fails to correct any safety violation within sixty (60) days, Owner may perform such work as Owner deems necessary. Joint User shall reimburse Owner for reasonable actual costs incurred in correcting such violations. Joint User shall not be responsible for any safety violations caused by build-downs or relocation of attachments by Owner or other attachers. Owner's specifications in effect at the time of original construction would apply as noted in Section 3.1

SECTION 14. PAYMENT OF INVOICES

- 14.1 Joint User will pay each invoice submitted to it by Owner within 45 days of its receipt. Payment will be remitted to Owner's address shown in Section 24.1. Any portion of an invoice not paid when due will bear interest at the lesser rate of 1.% per month or the maximum rate allowed by law.
- 14.2 If Joint User in good faith disputes a payment, and the parties are not able to resolve any such exceptions by the date payment is due, the amount that was in effect prior to the dispute shall be used until such resolution is accomplished, at which time a retroactive adjustment shall be made if necessary. Any undisputed amount owed after resolution will be bear interest at the lesser rate of 1.% per month or the maximum rate allowed by law.

SECTION 15. DEFAULTS

- 15.1 The term "Default," as used herein, shall include the occurrence of any one or more of the following events:
- (i) The failure of Licensee to pay any sum of money in accordance with this Agreement, or any part thereof, on the date on which the payment is due, and such failure continue for a period of ten (10) business days after the date Licensor sends notice to Licensee of such failure.
 - (ii) The failure of Licensee punctually and properly to perform, observe or comply with any covenant, agreement, undertaking or condition contained in this Agreement (other than covenants to pay any sum of money in accordance with this Agreement), which failure is not otherwise specifically addressed in this Agreement, and such failure continues for a period of thirty (30) days after the date Licensor sends notice to Licensee of such failure, unless a shorter cure period is specified by this Agreement, and then the shorter cure period shall control.
 - (iii) Licensee shall (i) execute an assignment for the benefit of creditors or take any action in furtherance thereof; or (ii) admit in writing its inability to pay, or fail to pay, its debts generally as they become due; or (iii) as a debtor, file a petition, case, proceeding or other action pursuant to, or voluntarily seek the benefit or benefits of, any Debtor Relief Law or take

any action in furtherance thereof; or seek, acquiesce in or suffer the appointment of a receiver, trustee, custodian or liquidator of Licensee or of Licensee's Facilities or any part thereof or of any significant portion of Licensee's other property; or voluntarily become a party to any proceeding seeking to affect a suspension or having the effect of suspending any of the rights or remedies of granted or referred to in this Agreement or takes any action in furtherance thereof. As used herein, "Debtor Relief Law" means any applicable liquidation, conservatorship, bankruptcy, moratorium, arrangement, insolvency, reorganization, or other similar laws, domestic or foreign, including but not limited to those in Title 11 of the United States Code, as amended from time to time, affecting the rights or remedies of creditors generally, as in effect from time to time.

- (iv) The filing of a petition, case, proceeding or other action against Licensee as a debtor under any Debtor Relief Law or seeking appointment of a receiver, trustee, custodian or liquidator of Licensee or of Licensee's Facilities or any part thereof or of any significant portion of Licensee's other property or seeking to effect a suspension or having the effect of suspending any of the rights or remedies of Licensor granted or referred to in this Agreement and (i) Licensee admits, acquiesces in or fails to contest diligently the material allegations thereof; or (ii) the petition, case, proceeding or other action results in entry of an order for relief or order granting the relief sought against Licensee; or (iii) the petition, case, proceeding or other action is not permanently dismissed or discharged on or before the earlier of trial thereon or thirty (30) days next following the date of its filing.
- (v) A default, or the occurrence of an event which with the lapse of time or the giving of notice, or both, could become a default, under, or the acceleration of any indebtedness secured by, any mortgage, security interest or assignment which covers or affects any part of Licensee's Facilities.
- (vi) The discovery by Licensor that any representation or warranty made by Licensee in any of this Agreement or in any other document ever delivered by Licensee to Licensor in connection with this Agreement (including, but not limited to, any financial statements or Requests) is false, misleading, erroneous or breached in any material respect.
- (vii) Abandonment of any portion of Licensee's Facilities.
- (viii) The dissolution, liquidation, termination or forfeiture of the right to do business of Licensee.
- (ix) Licensee shall have (1) concealed, removed, or permitted to be concealed or removed any part of its property with the intent to hinder, delay or defraud any of its creditors; or (2) made or suffered a transfer of any of its property which may be fraudulent under any bankruptcy, fraudulent conveyance or similar law; or (3) suffered or permitted while insolvent (under any applicable definition of the term) any creditor to obtain a lien upon any of its property through legal proceedings or distraint which lien is not permanently vacated within thirty (30) days from the date thereof.

- (x) The occurrence of a Material Adverse Change with respect to Licensee. As used herein, "Material Adverse Change" means any occurrence or combination of occurrences which could reasonably be expected to be material and adverse to the financial condition or business operation of Licensee or which could reasonably be expected to cause a Default.

15.2 Should a Default occur and be continuing, Licensor may, at its election and without further notice, do any one or more of the following:

- (i) Declare this Agreement to be terminated in its entirety, save and except for the survival of the covenants of Licensee to indemnify and hold harmless Licensor, including without limitation, all provisions of Section 17 & 18 of this Agreement.
- (ii) Terminate Licensee's permission and license to use the pole or poles of Licensor, as provided in this Agreement and Licensor may, at its sole discretion, designate the Poles to which the determination by Licensor shall apply, and Licensor will have no further obligation to Licensee with respect to such Poles but Licensee shall continue to be obligated to Licensor per the terms of this Agreement.
- (iii) Bring suit against Licensee to compel performance in accordance with this Agreement.
- (iv) Exercise any and all other remedies available at law or in equity.

In case of either termination of the Agreement in its entirety or termination of the permission and license as to specific poles, the Annual Pole Rental for the poles to which the termination applies shall be immediately due and payable for the then calendar year and Licensee shall remove Licensee's Facilities (for the poles to which the termination applies) as provided in Section 28 of this Agreement. So long as Licensee's facilities remain attached to the poles of Licensor, after 180 days of termination of the right of Licensee to use the poles of Licensor, Licensee shall be liable to Licensor for rental of 150% of the Annual Pole Rental for the period post-termination during which such poles remain attached to the poles of Licensor.

15.3 If Licensor elects not to terminate this Agreement in its entirety, but terminates its permission or license as to specific Poles, Licensee's Attachments as to such poles shall be considered unauthorized and subject to Section 17.

15.4 If Licensee shall make default in the performance of any work which it is obligated to do under this Agreement, Licensor may elect to do such work or to contract with a third-party to have such work done, and the Licensee shall, upon demand, reimburse Licensor the market rate for such services if performed by Licensor or the cost to Licensor if such services are performed by a third-party.

15.5 If the Licensee shall make default in any of its obligations under this Agreement and it becomes necessary for Licensor to obtain the services of an attorney(s) to

enforce such, the Licensee agrees to pay any and all of Licensor's reasonable attorney(s) fees, costs (including court costs) and expenses associated with the enforcement of such obligations, including but not limited to any and all reasonable attorney(s) fees and expenses incurred by Licensor in conjunction with any bankruptcy of Licensee, including, without limitation, any appearances, court filings, and other expenses period.

- 15.6 This Agreement is executed and delivered incident to a transaction negotiated (at least in part), consummated and performable in part in Lampasas County, Texas, and shall be governed, construed, and interpreted as to validity, enforcement, and in all other respects in accordance with the laws of the State of Texas, and the laws of the United States of America, as applicable. The Parties irrevocably agreed that any legal proceeding arising out of or in connection with this Agreement shall be brought in the state court of appropriate jurisdiction in Lampasas County, Texas, or in the United States District Court for the District that presides over Lampasas County, Texas.

SECTION 16. SURVIVAL AFTER TERMINATION

- 16.1 Upon termination or cancellation of this Agreement, in whole or in part, for any reason, the parties shall remain liable to each other for any and all fees, other payments and damages that may be due or sustained prior to such termination or cancellation.

SECTION 17. INDEMNIFICATION

- 17.1 To the extent allowed by State law, Joint User agrees to defend, indemnify, protect and hold harmless Owner, its officers, directors, agents, affiliates and employees, from and against any and all claims, demands, damages, actions or causes of action, including but not limited to claims for personal and bodily injuries, disease, death, or damage to property, together with any and all losses, fines, penalties, costs or expenses (including attorneys' fees and court costs) asserted by any person or entity and attributable to Joint User's Attachments, actions or failure to act, including without limitation, any affiliate of Joint User or any party acting on behalf of Joint User or Joint User's affiliates' employees, contractors, subcontractors and/or agents, in any way arising out of, related to, caused by or incident to Joint User's actions or omissions under this Agreement, including, but not limited to: (a) Claims arising out of, related to, caused by or incident to Joint User's breach of this Agreement or any representation, warranty, covenant or obligation of Joint User set forth herein; (b) Claims arising out of, related to, caused by, or incident to the attachment, maintenance, replacement, relocation, repair, modification, removal, use or operation of or in any other way arising out of, related to, caused by or incident to, Joint User's Attachments, equipment, guys and anchors installed for the purpose of supporting Joint User's Attachments on or in the vicinity of Poles, or the poles of others on which Joint User maintains facilities, including, without limitation, (i) any condition of the

premises related to Joint User's Attachments; (ii) separate operations of Joint User being conducted on the premises to the extent relating to Joint User's Attachments; (iii) injuries to Joint User's employees, agents or contractors related to the imperfection, whether latent or patent, of any Pole, material or equipment furnished by Owner; and (iv) any claim of a landowner or others relating to consent for or payment or compensation for the location of Joint User's facilities on any easement or right-of-way; (c) Claims arising out of, related to, caused by or incident to the provision of any Service provided by Joint User to the extent relating to Joint User's Attachments; or (d) Claims arising out of, related to, caused by or incident to any interruption, disruption, interference or termination of any Joint User's Service to the extent relating to Joint User's Attachments. Such indemnity shall not apply when the claims, demands, damages, actions or causes of action, and losses, fines, penalties, costs or expenses arise in part from any negligence or willful misconduct of Owner, its officers, directors, agents, affiliates, or employees. **IT IS THE EXPRESSED INTENTION OF THE PARTIES, BOTH OWNER AND JOINT USER, THAT WITH RESPECT TO THE INDEMNIFICATION OBLIGATION SPECIFIED IN THIS PARAGRAPH, JOINT USER IS TO INDEMNIFY AND DEFEND, PROTECT AND SAVE HARMLESS OWNER, ITS OFFICERS, EMPLOYEES, DIRECTORS, AFFILIATES AND AGENTS FROM THE CONSEQUENCES OF JOINT USER'S OR ITS OFFICERS', EMPLOYEES', DIRECTORS', AFFILIATES', OR AGENTS' CONCURRENT (A) NEGLIGENCE, (B) STRICT LIABILITY IN TORT, (C) BREACH OF WARRANTY, EXPRESSED OR IMPLIED OR (D) OTHER FAULT OF ANY NATURE OF JOINT USER.**

- 17.2 The Indemnitee shall give Indemnitor prompt notice of any claim for which indemnification is or will be sought under this Section and shall cooperate and assist Indemnitor in the defense of the claim.
- 17.3 **UNLESS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES SUFFERED BY SUCH PARTY OR BY ANY SUBSCRIBER, CUSTOMER OR THIRD PARTY ATTACHER FOR LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER BY VIRTUE OF ANY STATUE, INTORT OR IN CONTRACT, UNDER ANY PROVISION OF INDEMNITY, OR OTHERWISE, REGARDLESS OF THE THEORY OF LIABILITY UPON WHICH ANY SUCH CLAIM MAY BE BASED.**
- 17.4 The terms and provisions of this Agreement are intended to be for the benefit of Owner and Joint User, except as otherwise expressly provided in this Agreement, and nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties and their permitted successors and assigns, any benefits, rights, or remedies under or by reason of this Agreement.

17.5 The provisions of this section shall survive termination or expiration of this Agreement with respect to any activities of Joint User arising under this Agreement.

SECTION 18. INSURANCE.

- 1) Joint User shall carry, at its sole cost and expense and maintain, and shall use all best efforts to require all of its subcontractors while working hereunder, if any, to secure and maintain in full force during the full term of this contract, insurance policies, from an insurer or insurers, eligible to do business in the State of Texas (with an AM Best Rating of A- VII or better. Such insurance shall include the following:
 - 2) Commercial General liability insurance per ISO form CG 00 01 or its equivalent to cover the phases of maintenance, installation and removal operations under this Agreement, with limits for bodily injury or death and property damage limits of \$2,000,000 per any one occurrence and \$4,000,000 in the aggregate ; and
 - 3) Commercial Automobile liability insurance on all vehicles used in connection with this Agreement, whether owned, non-owned or leased, with combined single limits of \$1,000,000 bodily injury/property damage per occurrence; and
 - 4) Statutory Worker's Compensation Insurance in amounts stipulated by statute and Employer's Liability Coverage with a limit of \$1,000,000 per accident, per disease per employee, per disease policy limit; and
 - 5) Umbrella Insurance (Excess Liability) with minimum limits of \$5,000,000 per occurrence and \$10,000,000 in the aggregate. Joint User may use any combination of primary and excess to meet required total limits.
- 18.1 To the extent allowed by law Joint User agrees to release and will require its insurers (by policy endorsement) to waive their rights of subrogation against Owner, its parent and affiliated companies, their officers, directors, agents, employees and/or independent contractors for loss under the policies of insurance described herein; damages to Joint User's properties and /or any other loss sustained by Joint User whether insured or not.
- 18.2 Additional Insured: All required policies (except for Workers' Compensation/Employers Liability) will include, by policy endorsement, Owner as additional insured as respects this Agreement, or a similar designation with equivalent effect, if insurer does not use the phrase 'additional insured'. The General Liability Policy will be endorsed using ISO form CG2010 AND CG2037 (or a substitute form providing equivalent coverage).
- 18.3 Primary & Non-Contributory: Owner and Joint User intend that the Joint User shall ensure that all policies purchased in accordance with this section will protect Owner and Joint User, and will be primary and non-contributory with any other coverage elsewhere afforded or available to Owner, as well as provide primary

coverage for all losses and damages caused by the perils covered thereby related to or arising out of the Work.

- 18.4 Severability & Cross Liability: The policies shall also include standard severability provisions that state each insured is provided coverage as though a separate policy had been issued to each, except with respects to limits of insurance. The policies shall not contain a cross liability or a cross-suit exclusion that prevent Owner from asserting claims against the Contractor or any other Insured under the policies.
- 18.5 Joint User shall provide to Owner within 30 business days of completion of the Work, 'completed operations coverage' under the required commercial general liability insurance for a period 2 years, beginning coverage on the date of final completion of construction of work as performed in accordance with the services of this Agreement. Joint User shall submit to Owner certificates to the effect that insurer has insured Joint User in the amounts and for the coverage required by Section 18.1 of this Agreement. Joint User will provide at least thirty (30) days written notice to Owner of cancellation or non-renewal of any required coverage that is not replaced and shall be responsible for prompt replacement of such coverage in a manner that prevents any gaps in coverage. In the event that Joint User's insurance coverage is to be cancelled by reason of non-payment of premiums, Owner, in its sole discretion, shall have the right to pay such premiums and Joint User shall forthwith reimburse Owner the full amount paid by Owner. Joint User will include Owner as additionally insured, or equivalent, as respects this Agreement on the certificates of insurance.

Notwithstanding the forgoing, Joint User may, in its sole discretion, self-insure any of the required insurance under the same terms as required by this Agreement. In the event Joint User elects to self-insure its obligation under this Agreement to include Owner as an additional insured, the following conditions apply:

- (i) Owner shall promptly and no later than thirty (30) days after notice thereof provide Joint User with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Joint User with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like;
- (ii) Owner shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Joint User; and
- (iii) Owner shall fully cooperate with Joint User in the defense of the claim, demand, lawsuit, or the like.
- 18.6 Joint User shall promptly notify Owner in writing of any and all claims for damages, including but not limited to damage to property, bodily injury or death of persons allegedly arising out of Licensee's Attachments to any Pole.

SECTION 19. THIS SECTION LEFT INTENTIONALLY BLANK

SECTION 20. TAXES

20.1 Joint User shall pay all taxes, assessments, fees and other governmental charges of any kind whatsoever properly levied or assessed against it or against Joint User's business with regards to its Attachments, including, without limitation, all franchise, license, permit and other fees due to cities or other governmental entities.

SECTION 21. ASSIGNMENTS

21.1 Joint User shall not, without prior written consent of Owner, transfer, assign, delegate, or sublet any of its rights or obligations under this Agreement, provided that no prior consent shall be required for Joint User to transfer, assign, or delegate its rights and obligations hereunder to any entity controlling, controlled by or under common control with the Joint User, any entity which may purchase all or substantially all of Joint User's assets, or to any entity that may survive by merger or consolidation of Joint User.

21.2 No permitted transfer, assignment, delegation or subletting by Joint User shall release or relieve Joint User of any of its obligations under this Agreement and Joint User shall remain fully obligated and liable to Owner under this Agreement. Notwithstanding the foregoing, Joint User shall be released and relieved from any and all such obligations to Owner upon assumption of the Agreement by such permitted successor.

21.3 Owner may transfer, assign or delegate any of its rights or obligations under this Agreement at any time without the consent of or prior written notice to Joint User. Owner shall notify Joint User of any such transfer, assignment or delegation within thirty (30) days thereof.

21.4 This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns where assignment is permitted by this Agreement.

SECTION 22. APPLICABLE LAW

22.1 This Agreement shall be interpreted under applicable federal and state laws and shall be construed in its entirety according to its plain meaning. Any action relating to this Agreement or arising out of its terms and conditions shall be instituted and litigated in a court of competent jurisdiction.

SECTION 23. ENTIRE AGREEMENT

23.1 This Agreement and all exhibits hereto shall constitute the entire Agreement of the Parties pertaining to the subject of this Agreement and supersedes all prior agreements, negotiations, undertakings, understandings, proposals, statements and representations, whether written or oral concerning such matters, which are by mutual consent hereby abrogated and superseded by this Agreement.

SECTION 24. NOTICE

24.1 Any notice required to be given or made in connection with this Agreement shall be in writing unless specifically address herein and shall be deemed properly or sufficiently given or made by, facsimile transmission, certified or registered mail, express mail or other overnight delivery service, electronically mailed or hand delivered, proper postage or other charges prepaid and addressed or directed to the respective representative of the Parties below:

City of Lampasas: City of Lampasas, Texas
City Manager
312 East Third Street
Lampasas, TX 76550-2820
Fax 512.556.8083
www.CITYOFLAMPASAS.COM

AT&T: AT&T
Joint Use Dept.
11930, Airline Dr. RM 210
Houston, TX 77037
g47746@att.com
281-878-5504

AT&T Legal: AT&T Services, Inc.
208 S. Akard Street
Dallas, TX 75202
Attn: Legal Department – Network Services

24.2 Any notice given or made pursuant to or in connection with this Agreement shall be effective as of the time of receipt by the Party to whom such notice is addressed.

SECTION 25. MODIFICATION AND WAIVER

- 25.1 Modifications to this Agreement shall only be effective when submitted in writing and signed by the duly authorized representatives of the Parties. Such modifications, to be effective, shall expressly be identified as a modification with specific references to the provisions of this Agreement to be modified. Any modification shall be effective on the date such modification is signed by both Parties, unless such modification expressly provides for a different effective date.
- 25.2 No duties or rights under this Agreement shall be waived except as expressly provided in this Agreement or unless the Party having the right expressly waives such duties or rights in writing so stating it is a waiver. No course of dealing, or failure to enforce or insist upon compliance with any or the terms or conditions of this Agreement, shall constitute or be construed as a waiver or relinquishment of any term, right or condition, but the same shall remain at all times in full force and effect.

SECTION 26. HEADINGS

- 26.1 The headings in this Agreement are inserted for convenience of reference only and shall in no way be considered in the interpretation of this Agreement.

SECTION 27. INTERPRETATION

- 27.1 The Parties intend that no provision of the Agreement shall be construed against or interpreted to the disadvantage of any Party by the court or other governmental or judicial authority by reason of such Party having or being deemed to have prepared, structured or dictated such provision.

SECTION 28. TERM

- 28.1 This Agreement shall continue in force and effect for a period of five (5) years from and after the effective date of this Agreement as stated above, and thereafter from year to year unless terminated by either Party by giving written notice of its intention to do so not less than ninety (90) days prior to the end of any period.
- 28.2 Upon termination of this Agreement, the right to make additional Attachments shall cease. However, such termination shall not abrogate or terminate the right of either party to maintain the Attachments theretofore made on the Poles of the other and all such prior Attachments shall continue thereafter to be maintained, pursuant to and in accordance with the terms and conditions of this Agreement. The rights and obligations of each party to maintain existing Attachments shall survive termination of this Agreement
- 28.3 Notwithstanding any other provisions to the contrary, the covenants of Joint User to indemnify and hold harmless Owner, including without limitation, all

provisions of Section 17 of this Agreement shall survive any termination of this Agreement and remain in full force and effect.

SECTION 29. FORCE MAJEURE

29.1 Neither Party shall be held liable for any delay or failure in performance on any part of the Agreement, other than the obligation to pay money due hereunder, from any cause beyond the Party's control and not due to such Party's fault or negligence, such as, but not limited to, acts of civil or military authority, acts of nature, changed governmental regulations, embargoes, epidemics, riots, fires, wars, terrorists acts, insurrections, explosions, earthquakes, floods, strikes, power blackouts, unusually severe weather conditions, or the inability to secure products and supplies.

SECTION 30. REPRESENTATIONS, WARRANTIES, AND COVENANTS

30.1 Each party represents and warrants that (a) it has full authority to enter into and perform this Agreement; (b) this Agreement does not conflict with any other document or agreement to which it is a party or is bound, and this Agreement is fully enforceable in accordance with its terms; (c) it is a legal entity duly organized, validly existing and in good standing under the laws of the jurisdiction in which it was formed; (d) the execution and delivery of this Agreement and performance hereunder will not conflict with or violate or constitute a breach or default under its formation documents and will not violate any law, rule or regulation applicable to it; and (e) no consents need be obtained from any governmental agency or regulatory authority to allow it to execute, deliver and perform its obligations under this Agreement.

30.2 Joint User represents and warrants that it has obtained all required authorizations, and covenants that it will maintain and comply with the required authorizations throughout the Term.

30.3 Each party shall be responsible for obtaining its own rights-of-way and easements. OWNER DOES NOT REPRESENT OR WARRANT THAT ANY OF IT RIGHTS-OF-WAY OR EASEMENTS ENTITLE JOINT USER TO ACCESS THE PROPERTY UNDERLYING OWNER'S DISTRIBUTION POLES. Owner shall not be liable should Joint User at any time be prevented from placing or maintaining its Attachments on Owner's distribution poles because Joint User failed to obtain appropriate rights-of-way or easements. Owner may require Joint User to demonstrate that it has secured its own rights-of-way or easements prior to authorizing any Attachments, if such a requirement is imposed, the time for Owner to respond to Joint User's Application shall be tolled pending Joint User's response. Consistent with the terms and conditions of this Agreement, Owner shall permit Joint User access to Owner's distribution poles

and related overhead and other easements. Further, Joint User's use of the overhead or other easements is contingent on, and may be prevented or otherwise constrained by, the extent to which such use is permissible under applicable contracts and instruments between Owner and other entities, and under federal, state and local laws and regulations. THIS AGREEMENT APPLIES ONLY TO DISTRIBUTION POLES, AND DOES NOT PERMIT ACCESS OR AFFIXING OF ATTACHMENTS TO TRANSMISSION TOWERS OR OTHER PROPERTY OF OWNER.

30.4 THERE ARE NO WARRANTIES UNDER THIS AGREEMENT EXCEPT TO THE EXTENT EXPRESSLY AND UNAMBIGUOUSLY SET FORTH HEREIN. THE PARTIES SPECIFICALLY DISCLAIM AND EXCLUDE ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. OWNER SPECIFICALLY DISCLAIMS ANY WARRANTY OR REPRESENTATION REGARDING THE CONDITION AND SAFETY OF OWNER'S DISTRIBUTION POLES.

IN WITNESS WHEREOF, the Parties, each in consideration of the mutual covenants contained herein, and for other good and valuable consideration, intending to be legally bound, have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date first above-written; provided, however, that this Agreement shall not become effective as to either Party until executed by both Parties.

City of Lampasas

By: _____
Signature

Name: _____

Title: _____

Date: _____

AT&T

By: _____
Signature

Name: _____

Title: _____

Date: _____

Exhibit "A"
Permit Application

Joint User Permit No. _____ Owner Permit No. _____
Location/Exchange _____ Date _____,
20____.
County _____

In accordance with the terms and conditions of the Pole License Agreement between _____ (Owner) and _____ (Joint User) application is hereby made for (placement) (removal) (modification) of Attachments on Poles as indicated below and on the attached drawing and/or map. I hereby certify that, upon final inspection of completed work, all Attachments fully comply with the National Electrical Safety Code (NESC), edition in effect at the time of attachment and no Attachments will be in violation of NESC as the result of said Attachments.

Joint User: _____ Number of Poles _____ added
By: _____
removed _____
Title: _____
modified _____
Phone: _____ overlash
Email: _____
Engineer Contact name: _____
Phone: _____
Email: _____

Owner (conditionally approves) (denies) Joint User's Permit Application to place Attachments on Owner's Poles.

Owner: _____
By: _____
Title: _____
Phone: _____
Email: _____
Date: _____

Construction Completion Notification

All construction work has been completed and Attachments are ready for post-construction inspection.

Joint User: _____
Name: _____
Title: _____
Phone: _____
Date: _____

Post-construction inspection has been completed and the status of this Permit Application is hereby changed from conditionally approved to approved.

Owner: _____
Name: _____
Title: _____
Date: _____

Exhibit "A"
Permit Application (Continued)

Pole Number	Comments	Added	Removed	Modified	Overlash
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