

**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, August 9, 2021  
5:30 p.m. Special 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, August 9, 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).

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

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

**EXECUTIVE SESSION**

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

Section 551.071 (1) (A) and 551.071 (2), Consultation with Attorney by telephone and/or in person concerning matters upon which the attorney has a duty and/or responsibility to report to the governmental body including but not limited to discussion regarding settlement of threatened litigation related to possible breach of contract for use of public right of way and attachment to City utility poles, and/or other matters posted on the regular agenda.

**SPECIAL SESSION**

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

**WORKSHOP SESSION**

1. Call to order Workshop Session
2. Discussion and updates related to COVID-19 Pandemic. *(pgs. 5-6)*
3. Discussion regarding the Lampasas County Chamber of Commerce & Visitor Center 2021/2022 Agreement. *(pgs. 7-16)*
4. Discussion regarding FY 2021/2022 Budget. *(pgs. 17-34)*
  - Budget Memo No. 1
  - HOT Funded Projects
  - Utility Rates and Needs

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

	<b>PUBLIC HEARINGS/CITIZEN COMMENTS</b>	<b>PAGES</b>
1.1	Citizen comments – Any citizen who desires to address the City Council on a matter <b>not included</b> on the Agenda may do so at this time. The City Council may not deliberate on items presented under this Agenda Item.	N/A
1.2	Citizen comments- Any citizen who desires to address the City Council on a matter <b>that is included</b> on the Agenda may do so at this time.	N/A
1.3	Public hearing to receive citizen comments regarding a request for a Specific Use Permit for property described as Lot 7-8, part of lot 6, Block 66 of the Lampasas Springs Company 1 <sup>st</sup> Addition, commonly known as 607 W 1 <sup>st</sup> Street, Lampasas, Texas, Lampasas County to allow for an Accessory Dwelling in an area zoned Single Family Residential-10 “SF-10”	35-48

2.0	<b>MINUTES</b>	<b>PAGES</b>
2.1	Discussion and possible action concerning approval of minutes of the Regular Meeting on July 26, 2021	49-58

3.0	<b>CONSENT AGENDA</b>	<b>PAGES</b>
3.1	Discussion and possible action regarding purchases and charges in excess of \$4,000 from July 1,2021- July 31, 2021	59-64
3.2	Discussion and possible action regarding the June 2021 Investment Report	65-84

4.0	<b>BOARDS/DEPARTMENT REPORTS</b>	<b>PAGES</b>
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5.0	<b>ROUTINE MATTERS</b>	<b>PAGES</b>
5.1	City Manager’s Operational Report <ul style="list-style-type: none"><li>• TPPA</li><li>• I-14</li><li>• POOLS</li><li>• TML TRAINING</li></ul>	85-90
5.2	<b>MAYOR’S COMMENTS</b>	N/A

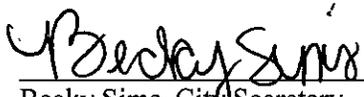
6.0	<b>UNFINISHED BUSINESS</b>	<b>N/A</b>
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7.0	<b>NEW BUSINESS</b>	<b>PAGES</b>
7.1	Discuss and consider the selection of winner of website photo entry contest	91-98

7.2	Discussion and possible action regarding HOT Fund request for the Lampasas County Chamber of Commerce and Visitor Center sponsored Lampasas Beer Barn LTX BBQ Fest in the amount of \$2,260.24 to be held September 10-11, 2021.	99-106
7.3	Discussion and possible action regarding HOT Fund request for the 10 <sup>th</sup> Annual Lampasas County Wine Tour event on September 25, 2021, in the amount of \$1,288.56.	107-114
7.4	Discussion regarding a Resolution authorizing the creation of the Central Texas Regional 9-1-1 Emergency Communications District.	115-120
7.5	Discussion and possible action to regarding the first reading of an Ordinance for a Specific Use Permit for property described as Lot 7-8, part of lot 6, Block 66 of the Lampasas Springs Company 1 <sup>st</sup> Addition, commonly known as 607 W 1 <sup>st</sup> Street, Lampasas, Texas Lampasas County to allow for an Accessory Dwelling in an area zoned Single Family Residential-10 "SF-10"	121-122
7.6	Discussion and possible action regarding the approval of the Hidden Oaks Final Plat.	123-126
7.7	Discussion and possible action regarding renewal of Xerox lease contract and system upgrade for the City Library	127-132
7.8	Discuss and consider street closure from Live Oak to Pecan on Third Street for a 9/11 Remembrance Event on the Square from 8:00 a.m. to 11:00 a.m.	133-134
7.9	Discussion and possible action regarding approval of the Investment and Strategy Policy Resolution.	135-144

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 6 day of August 2021 at 1:40pm

  
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 Becky Sims, City Secretary

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J. deG.  
City Manager

ITEM NO. Workshop-2

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

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**Subject:**

Discussion and updates regarding COVID-19 Pandemic

Requested By: Finley deGraffenried, City Manager

Submitted By: Jeff Smith, Fire Chief

Date Submitted: August 5, 2021

For the Agenda of: August 9, 2021

**Procurement and Funding Statement:**

Attachments:

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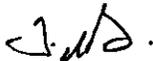
**Summary Statement:**

This item is placed on the Workshop Agenda to provide updates and discussion regarding 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**

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**Subject:**

Discussion regarding Lampasas County Chamber of Commerce & Visitor Center Agreement.

Requested By: Melissa Unger, Chamber of Commerce Executive Director

Submitted By: Mandy Walsh, Economic Development Director

Date Submitted: August 5, 2021

For the Agenda of: August 9, 2021

**Procurement and Funding Statement:**

Attachments: Lampasas County Chamber of Commerce & Visitor Center Agreement

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**Summary Statement:**

This item has been placed on the Workshop Agenda to allow Council the opportunity to review and discuss the agreement. This provides Council and the Chamber latitude to recommend any needed changes prior to renewal. The agreement between the City of Lampasas and the Lampasas County Chamber of Commerce is renewed annually. Melissa Unger will be in attendance to present the budget and answer any questions.

**Recommendation:**

Discussion only

COPY

STATE OF TEXAS

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KNOW ALL MEN BY THESE

CITY OF LAMPASAS

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TOURISM & VISITOR CENTER AGREEMENT

This Tourism & Visitor Center Agreement ("Agreement") is made this 28<sup>th</sup> day of Sept, 2020, by and between the City of Lampasas, Texas, a Texas Home Rule municipal corporation established under the laws of Texas and situated in Lampasas County, Texas (referred to herein as the "City"), and the Lampasas County Chamber of Commerce, a Texas not for profit corporation (referred to herein as the "Chamber of Commerce" or "Chamber"). The City and Chamber of Commerce are also jointly referred to herein as the "Parties", and singularly as "Party". The Parties have entered into other Publicity and Tourism Agreement(s) prior to the date of this Agreement. However, the Parties intend that this Agreement shall supersede and replace all previously adopted, finalized and executed Publicity and Tourism Agreement(s) in existence.

**NOW IN CONSIDERATION OF THE MUTUAL CONVENANTS TO BE PERFORMED BY THE PARTIES AND OTHER VALUABLE CONSIDERATION HEREBY ACKNOWLEDGED, THEREFORE, BE IT MUTUALLY AGREED AS FOLLOWS:**

**Section I. Legal Authority**

The City of Lampasas, Texas, pursuant to the authority granted to it under V.A.T.S. Tax Code, Chapter 351, entitled Local Hotel Occupancy Tax, (the "Act") and its Home Rule Charter, has heretofore enacted a local hotel occupancy tax on occupants of hotels within the City of Lampasas.

**Section II. HOT Funds to be Provided-Services to be Rendered**

**A. Funds To Be Provided:** Pursuant to its authority and obligation under the Act to use local hotel occupancy tax funds for attracting and promoting tourism and the convention and hotel industry in the City of Lampasas, the Parties hereby agree that in exchange for a Tourism & Visitor's Center to be provided by the Chamber of Commerce, as set forth herein, during the term of this Agreement, the City shall provide to the Chamber of Commerce revenues generated from the hotel/motel occupancy tax ("HOT Funds"). The Parties acknowledge and agree that the City shall provide HOT Funds from hotel occupancy tax revenue received by the City to the Chamber of Commerce in an amount not to exceed budget amount approved by City Council. In the event that HOT Fund revenue to the City falls below the level anticipated by the City during its annual budgeting process, then the City reserves the right and the Chamber of Commerce agrees that the City

shall have the right to reduce its annual commitment to the Chamber of Commerce, under this Agreement, in an amount proportionate to the reduction in HOT Fund revenue received by the City.

In addition, the Parties acknowledge that the City may provide HOT Funds to the Chamber of Commerce in an amount of eligible expenses to assist with the promotion and advertising on a case by case basis, when requested by the Chamber; and up to 25% of the cost of materials, supplies and equipment of Chamber events that meet the requirements of Section V of this Agreement. The Chamber of Commerce will be required to submit a HOT Funding Application Form and if the Event is approved, a Post Event Form within 60 days after an Event. The Parties also acknowledge that the Chamber and the City may mutually amend this Agreement in writing to include additional marketing and promotion of the City as determined by and through ongoing communication and community meetings.

**B. Payment Schedule:** The Parties agree that the City will make payments to the Chamber of Commerce under this Agreement on a semiannual basis. The Parties recognize that the City assesses the local hotel occupancy tax on a quarterly basis, and the local hotel/motel tax payers then have up to thirty days after assessment to remit payment to the City. Therefore, the Parties agree that the payments to the Chamber of Commerce from the City shall be made by the City within thirty (30) calendar days after the payers remit their tax payments to the City, on a semiannual basis. By way or example only, while local hotel/motel occupancy tax payers are assessed the tax on September 1<sup>st</sup> of each year, payment is not overdue to the City until October 30<sup>th</sup>. Therefore, the City's semiannual payment to the Chamber of Commerce under this Agreement will be made no later than April 30 and October 30 of the applicable year only after conditions are met per Section VII. The City reserves the right to withhold payment if conditions are not met.

**C. Services to be Rendered:** In consideration for the receipt of HOT Funds from the City, the Chamber of Commerce agrees to use all HOT Funds provided by the City, in a manner that complies with Section V of this Agreement, to implement and conduct a continuing program of advertising and promotion for the purpose of attracting visitors, tourists, and conventions to the City by successfully performing one or more of the following activities: (1) publishing and distributing brochures and community information packets, (2) advertising in various tourist publications and general media publications, approved by the City, (3) operating and maintaining a visitor center office with hours of 8:30 AM -5:00 PM, Monday through Friday, and Saturdays from 10:00 a.m. to 4:00 p.m. from March 1<sup>st</sup> to September 30; (4) sponsoring events that attract tourists and visitors to the City of Lampasas and the immediate vicinity, (5) attending travel shows and other events approved by the City that promote the City and the immediate vicinity, (6)

participating with state and regional agencies in tourist development programs that will directly benefit the City, (7) using all appropriate, professional and legal means to increase the traveling public's awareness of the resort and recreational opportunities and advantages in the City and the immediate vicinity, (8) maintaining a current website that includes attractions, events, and tourism based business information, and (9) distributing/restocking current visitor brochures monthly in the WM Brook Park kiosk and hotels.

As further consideration, the Chamber of Commerce further agrees that it will use the HOT Funds provided by the City to seek to achieve economic benefit for the City through its tourism and publicity activities, to provide tourist-related information about the City, and to serve as an advisory body to the City, on request, in matters related to expanding the tourist-derived economy.

### **Section III. Independent Contractor**

It is expressly understood and agreed solely by and between the Parties that the Chamber of Commerce is under contract with the City solely as an independent contractor and is not an officer, agent, representative or employee of the City and, thus, has no authority to bind the City. The City shall not be responsible for the day to day management of the Chamber of Commerce, but the money provided to the Chamber of Commerce by the City, as per this Agreement, must be used solely and specifically for the purposes stated herein.

### **Section IV. Employees/Contractors**

The Chamber of Commerce shall engage an adequate number of employees, volunteers, workers, or contractors, to accomplish the objectives set forth in this Agreement. The Chamber of Commerce shall further provide adequate office space, equipment, supplies and other materials as may be necessary to accomplish the purposes of this Agreement.

### **Section V. Use of Funds**

The Chamber of Commerce agrees that any HOT Funds provided to it under this Agreement by the City shall be expended only in a manner that fully complies with applicable State law. Specifically, applicable State law generally requires that all expenditures of HOT Funds must, as a preliminary matter, directly enhance and promote tourism and the convention and hotel industry in the community by attracting out-of-town tourists and visitors to the City and/or the immediate vicinity who would stay overnight or otherwise conduct business at the area lodging facilities. In addition, the expenditure of HOT Funds must also fall within one of the following descriptions:

- (1) Funds the establishment, improvement, or maintenance of a convention center or visitor information center; OR
- (2) Pays the administrative costs for facilitating convention registration; OR
- (3) Pays for advertising, solicitations, and promotions that attract tourists and convention delegates to the City or its vicinity; OR
- (4) Funds programs that promote the arts; OR
- (5) Funds historical restoration or preservation programs; OR
- (6) Pays for costs to hold sporting events in which a majority of the participants are tourists; OR
- (7) Funds transportation systems to transport tourists to tourism and convention venues.

At no time shall any HOT Funds provided under this Agreement be used for any political purpose, nor shall any event sponsored, or facilitated by HOT Funds under this Agreement be used to promote/oppose a political candidate or in support/opposition of a political purpose.

In addition to compliance with all stipulations noted above, the Chamber of Commerce must expend all HOT Funds under this Agreement in the following manner:

a) **Visitor Information Center and/or All Other Legally Qualifying**

**Expenditures:** HOT Funds provided pursuant to this Agreement may be spent by the Chamber of Commerce or its contractors for administrative expenses related to operations of a visitor information center and/or any other legally qualifying expenditure. As used herein, "administrative expenditures" includes supplies, salaries, utilities, travel expenses, and administrative costs associated with a visitor information center or other legally qualifying expenditure. However, the portion of administrative costs paid for with HOT Funds shall not exceed the proportional percentage of actual administrative costs incurred by the Chamber of Commerce for these permitted allowed activities, nor may it exceed the limits noted herein. Documentation of the percentage of the cost(s) that are attributable to the activity funds by the HOT Funds shall be provided to the City annually, along with the proposed budget.

**Section VI. Management of HOT Funds**

The Chamber of Commerce agrees to maintain a separate financial (i.e. bank) account for deposit and withdrawal of the HOT Funds received from the City pursuant to this Agreement and, further agrees that it shall not commingle the HOT Funds with any other account or funds managed or held by the Chamber of Commerce. It is understood and agreed by and between the Parties that, upon budget approval by the

City, a fiduciary duty is created in the Chamber of Commerce to the City with respect to expenditure of the HOT Funds provided.

The Chamber of Commerce agrees to maintain complete and accurate financial records of each receipt and expenditure of the HOT Funds and, upon request of the City Council or other person, shall make the records available for inspection and review during the normal business hours in accordance with the Texas Public Information Act.

## **Section VII. Reporting Requirements**

This Section VII applies only to HOT Funds provided by the City to the Chamber of Commerce and the use of those HOT Funds, and not to any other finances, funds, or financial assets of the Chamber of Commerce. In addition, the Chamber of Commerce shall submit the budget, audit and quarterly reports to the City Secretary's office and confirm a schedule of presentation of such reports at a meeting of the City Council. Failure to comply with these reporting requirements shall be cause for the suspension by the City of payments of HOT Fund contributions to the Chamber of Commerce, until such time as reporting is made current to the City's satisfaction.

- A. **HOT Fund Program of Work & Budget:** The Chamber of Commerce shall provide an annual Program of Work and a projected line item budget to the City Council for approval that will include operational costs, advertising, and promotional costs, event/festival costs and capital outlay expenses to be paid from HOT Funds. Such report and budget shall be provided no later than July 1<sup>st</sup> of each year for the upcoming municipal fiscal year(s). The Chamber of Commerce shall present its HOT Fund Program of Work & Budget to the City Council at a Council meeting no later than the end of July of each year this Agreement is in effect. The HOT Fund Budget shall provide a complete financial plan containing, at a minimum, the following information and/or deliverables:
- 1) A budget message, explanatory of the proposed tourism/promotional activity to be undertaken, which message shall contain an outline of the plan of the activity and, in the following years, set forth the reasons for the salient changes from the previous year (as applicable) and any major budgetary revisions. All items of expenses shall contain detailed narratives as to the basis of the proposed expenditure.
  - 2) A spreadsheet detailing anticipated HOT Fund program revenues and expenses, as set forth for each proposed program:
    - a) The actual amounts for the last two (2) completed years;
    - b) The budgeted amount for the current year;
    - c) The estimated amount for the current year;
    - d) The proposed amount for the upcoming year.

- 3) Documentation of the percentage of administrative costs that are attributable to the administration activities related to each program that has been funded by the HOT Funds.
- B. **Semiannual Reports:** The Chamber of Commerce shall submit semiannual expenditure report(s) to the City Secretary. Such reports shall be delivered to the City Secretary and presented to the City Council at a meeting no later than the last working day of April (covering October through March) and last working day of October (covering April through September). Reports shall include information on completed HOT Fund projects and events along with revenues and expenses which were supported by the Chamber's expenditure of HOT Funds. Copies of advertisements and associated invoices for the applicable time period shall also be submitted, to assist the City in documenting compliance with applicable State legal requirements.
- C. **Audit:** At the time that the Chamber of Commerce submits its annual budget request to the City (i.e. on or before July 1<sup>st</sup> of each year), The City, at City's expense, may request and procure an audit of the Chamber's disbursement and use of HOT funds provided by the City.

#### **Section VIII. Term and Renewal Agreement**

This Agreement shall be effective as of October 1, 2020 and shall expire or be automatically renewed for a subsequent year on or about September 30, 2021, thereby remaining in effect until terminated by either Party, as set forth in Section IX, below. It is agreed and acknowledged by the Chamber of Commerce that there is no right of any extension of the one-year term or automatic renewal of this Agreement, for any ensuing year(s), and that the option to extend or allow automatic renewal of the Agreement, from year to year, shall rest with and be solely within the discretion of the City.

#### **Section IX. Termination of Agreement**

Either the City or the Chamber of Commerce shall, upon providing proper written notice in the manner set forth herein below in Section X, have the unilateral option to terminate this Agreement, with or without cause, at any time by providing notice of termination to the other party a minimum of ninety (90) days prior to the termination.

#### **Section X. Notification**

Any notice provided pursuant to this Agreement shall be effective when deposited in the United States mails, either certified or registered mail, postage prepaid and addressed to the following:

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

Lampasas Chamber of Commerce  
Attn: Board Chairperson  
205 South Highway 281  
Lampasas, Texas 76550

The Parties may, from time to time, amend the above-shown addresses by providing a written request and notice to the other Party of the then existing address.

### **Section XI. Assignment or Delegation**

This Agreement may not be assigned, transferred or delegated without the prior written consent of the other Party, and any attempted assignment of benefits or rights and/or attempted delegation of duties or obligations shall be a material breach of this Agreement. However, nothing in this Agreement shall prohibit the Chamber of Commerce from participating with regional or state tourism programs or from contracting for joint promotion with other agencies, so long as no HOT Funds are assigned by the Chamber of Commerce to such other programs or agencies, without the express prior written permission of the City.

### **Section XII. Controlling Law**

This Agreement shall be subject to the laws and statutes of the State of Texas. It is understood and agreed that in the event any provision of this Agreement is found by an appropriate authority to be inconsistent with the requirements of the Act, or any other applicable State law, the requirements of the pertinent law will control, and all other provisions in the Agreement shall remain in full force and effect.

### **Section XIII. Indemnity and Insurance Clause**

The Chamber of Commerce shall indemnify and hold harmless and defend the City, its officers, agents, representatives and employees from any and all claims, losses, causes of action, damages, suits, and liability for the negligence and misconduct of the Chamber of Commerce, including all expenses of litigation, court costs, and attorney fees, for injury to or death to any person, or from damage to any property, arising from or in connection with the operations for the Chamber of Commerce, its officer, agents and employees performed in furtherance of this Agreement.

The Chamber of Commerce shall carry public liability insurance in the minimum amount(s) of: FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) for each person; FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) for each occurrence; and ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) for property damage/liability, for each occurrence. These insurance policies shall name the City as an additional insured. Copies of these policies, or duplicate originals thereof, shall be filed with the City Secretary before the Chamber of Commerce may initiate any activities contemplated by this Agreement. Failure to provide documentation of the requisite insurance shall be cause for the suspension of disbursements of HOT Funds to the Chamber of Commerce.

**Section XIV. Prohibition against Discrimination**

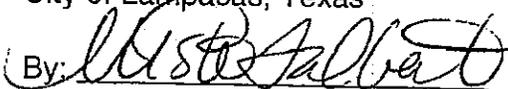
In the performance of this Agreement, the Chamber of Commerce shall not discriminate against any employee, applicant for employment, or volunteer because of an individual's race, color, religion, national origin, sex, or mental or physical disability. Proven breach of this provision may be regarded as a material breach of this Agreement, resulting in possible termination of the Agreement.

**Section XV. Entire Agreement/Authority of Signatories**

This Agreement constitutes the entire agreement between the Parties, pertaining to the City's provision of and the Chamber's use of HOT Funds. The persons signing below warrant that they have the full and legal authorization of their respective governing bodies to enter into this Agreement and to fully bind the entity represented by each signatory to the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

City of Lampasas, Texas

By:   
Misti Talbert, Mayor

Lampasas County Chamber of Commerce

By: \_\_\_\_\_  
Scott Cooley, Board Chairperson

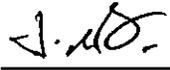
Attest:

  
Christina Marez, City Secretary

By: \_\_\_\_\_  
Melissa Unger, Executive Director

Attest:

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City Manager

ITEM NO. Workshop-4

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

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**Subject:**

Discussion regarding FY2021/2022 Budget

Requested By: Finley deGraffenried, City Manager

Submitted By: Finley deGraffenried, City Manager

Date Submitted: August 5, 2021

For the Agenda of: August 9, 2021

**Procurement and Funding Statement:**

N/A

Attachments: Budget Memo No. 1 and related exhibits

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**Summary Statement:**

Staff will provide Council a progress update on the FY21/22 Budget. Several departments presented their budgets to Council at the August 2, 2021 Special Meeting. This item has been placed on the agenda to discuss Budget Memo No. 1, HOT Funded Projects and Utility Rates and Needs.

**Recommendation:**

Discussion Only

City of Lampasas

FY 2021-2022 BUDGET MEMO NO. 1

To: Mayor and City Council  
From: Finley deGraffenried  
Re: Explanations and Modifications to FY 2022 Budget  
Date: 5 August 2021

Based on discussion at the August 2<sup>nd</sup> budget presentations, staff has prepared the following Memo to address Council inquiry and budget modification. Discussion related to potential HOT funded projects, and utility rates will also be addressed as part of this Memo.

**FY 2022 Budget**

Landon Drainage	Council inquiry related to construction options for the proposed improvement between West Third and West First, between generally Cockrell and Landon. Staff recommends budgeted funds be used for assessment and design to determine estimated cost and construction methods. No budget modification is recommended pending design.
W/WW Extensions	Council inquiry related to the need for additional funding to support future extensions of water and wastewater lines. Council will have additional sources to support Water and Wastewater extensions in FY 2022 and FY 2023 including the American Recovery Act Funding, Economic Development funding from Fund 22, and budgeted operating funds. Additionally, historical expenditures from 82-520-5530 (W/WW Fund, Water Distribution, Water Extensions) and 82-530-5530 (W/WW Fund, Sewer Collection, Sewer Extensions) have been far lower than the recommended FY 2022 Budget amounts. With the latitude for expenditures from other sources, and in consideration of historical expenditures, staff recommends no modification to the proposed FY 2022 amounts.
Personnel Costs	Council provided input on the inclusion of three, additional, Full Time Employees ("FTE") in the FY 2022 budget. The positions are tentatively titled Apprentice Line worker III, Building Maintenance Tech, and Communications/I.T. Tech. Although precise salary ranges will be based on written job descriptions, a very conservative estimate for burdened impact to the City is \$180,543.00. Staff will also presumptively include the Fire Department reorganization costs in the budget modifications for consideration by Council.

- Parks** Council referenced several Parks' items on August 2<sup>nd</sup>, including retaining walls, Hanna Spring fencing, trail extensions and staffing needs. After additional discussion, staff has not identified any current or short-term needs related to retaining walls at W.M. Brook Park that would require allocation in FY 2022. Hanna Spring fencing is deferred to discussion related to HOT Funded Projects, however; staff agrees that, regardless of source, the project is compelling and should be funded. Trail extensions, viewed as part of the Comprehensive Plan Action Steps, may be referred in context to overall plan implementation and, as discussed and directed on July 7, 2022, to be done this fall. Staff defers to Council direction in all matters, however.
- Tank Maintenance** On August 2<sup>nd</sup>, in reference to discussion related to utility fees, staff reviewed future needs related to shared tank maintenance costs on the Hewgley and Georgetown Tanks. For FY 2022, staff recommends utilization of remaining balances in Fund 62 and Fund 68 (\$251,544.05 as of 7/1/2021), and the formal request to the Kempner Water Supply Corporation for the use of up to \$200,000.00 from the Joint Use Facilities Fund to reduce the overall cost of the FY 2022 project (either Georgetown or Hewgley). Further staff assumes Council will not support expenses outside the contractually obligated costs related to non-capital repair of paint coating systems.
- Fire Apparatus** As confirmed in the August 2<sup>nd</sup> meeting, funds have been allocated in FY 2021 and FY 2022 for an additional apparatus. Based on an estimated procurement schedule as described by Chief Smith, design and contracting could be initiated in February 2022 for delivery in FY 2023.

FY 2022 Budget Adjustments			
Adjustments to Proposed Budget			
6-Aug-21			
Fund	Description	Budget Impact	FY 22 Budget Balance
<i>August 2, 2021 Proposed</i>			\$ 346,078.00
	Personnel Costs		
	Building Maintenance		
Fund 10 General	Communications/IT	\$ (120,362.00)	\$ 225,716.00
Fund 10 General	Personnel Costs Fire Dept	\$ (35,000.00)	\$ 190,716.00
Fund 81 Electric	Personnel Costs Lineworker	\$ (60,181.00)	\$ 130,535.00
Fund 82 W/WW	Trailer	\$ (35,000.00)	\$ 95,535.00
Fund 82 W/WW	Tranfer from Fund 62 and Fund 68	\$ 251,544.05	\$ 347,079.05
Fund 82 W/WW	Tank Maintenance	\$ (251,544.05)	\$ 95,535.00

**HOT Funded Projects**

Project Inventory      Council has indicated interest in the following projects that could be funded from balance in Fund 40:

Description	August 2020 estimates	Updated Estimates
Hostess House Upgrade/Rehab	\$ 500,000.00	\$ 1,300,000.00
Skate Park	\$ 200,000.00	\$ 400,000.00
Pavilion	\$ 200,000.00	\$ 150,000.00
Way-finding signage	undetermined	undetermined
Hanna Spring fencing	\$ 40,000.00	\$ 40,000.00

Hostess House Scope      An important step in proceeding with allocation of HOT funds is the identification of a preferred scope and timing of improvements to the Hostess House. Based on Mr. Naylor’s presentation on July 7<sup>th</sup> and discussion by Council, the following summarize proposed costs:

Hostess House Preferred Scopes and Estimates		
Structural Improvements		\$ 150,000.00
Main Floor Plan Improvements		
	Balanced	\$ 545,900.00
	Improved Function	\$ 851,100.00
Kitchen Option 2		\$ 60,372.00
Softcosts design/contigency etc		30%
Scope Costs w/ kitchen and softcosts		
	Balanced	\$ 983,153.00
	Improved Function	\$ 1,379,913.00

Project Status      Pavilion – Contractor selected, Base design and bid received. Project to be reviewed with Stakeholders for final design and costs. Council will consider construction contract when final costs are determined.

Skate Park – Contractor selected. Awaiting review and approval for design process and cost.

Hostess House – Preliminary assessment conducted. Design professional procured. Awaiting determination of Scope. Council to consider design contract at a future meeting.

Hanna Spring Fencing – Project is ready to proceed with award.

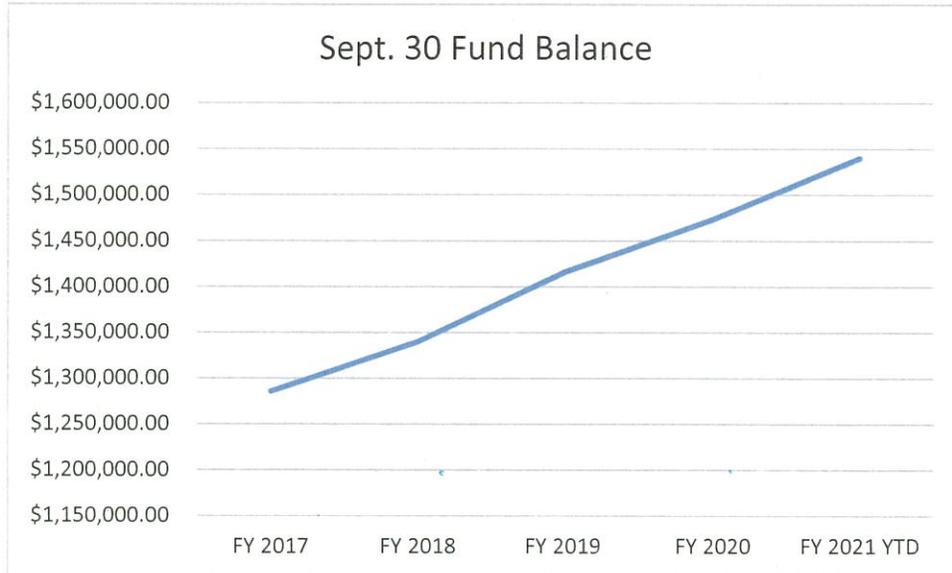
Wayfinding Signage – Project at concept phase. Staff recommends development of a Request for Proposal for procurement for design services.

Project Funding-Fund 40

Fund 40 currently has approximately \$1,540,116.00 in balance and is used to fund the Chamber of Commerce Visitor Center, events attracting out of town visitors, promotions and advertising, and Christmas on the Creek.

City of Lampasas					
Fund 40-Hotel Occupancy Tax					
Selected Revenue and Expense Comparisons					
<i>Revenue</i>					
	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021 YTD
400-4022 Country Inn	\$ 14,027.77	\$ 11,386.06	\$ 16,958.46	\$ 22,746.45	\$ 21,839.86
400-4029 Lampasas Inn	\$ 49,192.01	\$ 47,714.64	\$ 57,576.68	\$ 50,828.40	\$ 53,842.35
400-4030 Best Western	\$ 72,658.83	\$ 86,863.09	\$ 86,910.54	\$ 63,593.20	\$ 75,578.87
400-4820 Interest	\$ 6,948.00	\$ 14,729.00	\$ 19,622.00	\$ 7,598.00	\$ 2,045.00
<i>Total</i>	\$ 142,826.61	\$ 160,692.79	\$ 181,067.68	\$ 144,766.05	\$ 153,306.08
<i>Expense</i>					
599-5359 Chamber Share	\$ 31,553.50	\$ 24,401.42	\$ 46,914.71	\$ 45,015.61	\$ 31,118.27
599-5357 Organization Requests	\$ 7,074.75	\$ 23,140.00	\$ 10,267.86	\$ 11,542.06	\$ 31,457.00
599-5373 Promotion & Advertising	\$ 9,749.20	\$ 14,815.00	\$ 9,225.00	\$ 8,668.60	\$ 5,625.00
599-5270 Supplies		\$ 7,949.70		\$ 295.00	
599-5346 Engineering/Surveying					\$ 7,900.00
599-5358 Tourism Dev CC			\$ 314.00		
599-5399 Other Services		\$ 47,092.52	\$ 20,000.00	\$ 30,000.00	\$ 11,066.18
<i>Total</i>	\$ 48,377.45	\$ 117,398.64	\$ 86,721.57	\$ 95,521.27	\$ 87,166.45
<i>Net of Selected Accounts</i>	\$ 94,449.16	\$ 43,294.15	\$ 94,346.11	\$ 49,244.78	\$ 66,139.63

Trends in collection have been strong and appear to be recovering from 2020 and impacts of the Covid-19 Pandemic. Overall Fund Balance has also grown steadily since FY 2017.



Council may also consider other options for funding including Fund Balance, reliance on future Fund 40 receipts, or debt.

**Recommendations**

Staff provides the following recommendation based on the timing and status of various identified projects. Staff defers to Council direction for all matters, however.

1. Initiate the following projects in FY 2022: Structural Improvements and Architectural design of the Hostess House; Pavilion contracting and construction; Skate Park design, contracting and construction; Hanna Spring fencing; and development and advertising for Proposals for Wayfinding professional services. All FY 2022 Projects to be funded from Fund 40.
2. Initiate Hostess House bidding and contracting winter 2022-2023. This would allow time for design and structural upgrades, and would also not be in conflict with any bookings. Funding would likely be a combination of Fund 40 balance, Fund balance/reserves, and possible G.O. debt.

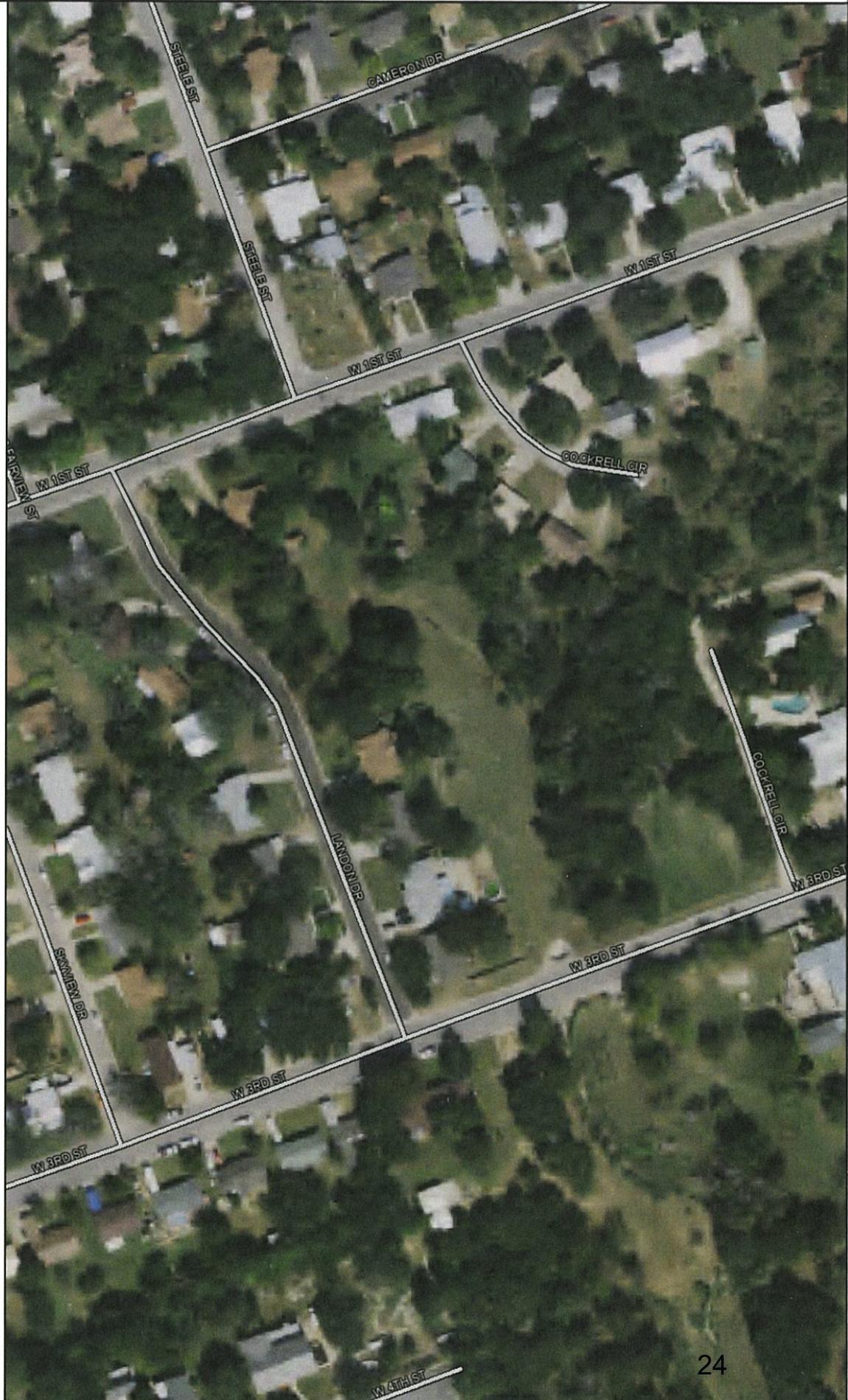
### Utility Rates

As discussed in Departmental presentations, based on increasing costs of materials, future capital projects, and wholesale rate variables, Council may consider an incremental adjustment in rates over the next two to three years. As a starting point, Council may consider the impact of an increase in \$0.002 per kWh for electricity, and a \$1.30 increase in readiness to serve and \$0.05 per 1,000 gallons for water. Impacts based on various loads are included for your consideration.

Staff is seeking Council direction for further discussion and analysis based on future needs, or in the alternative, direction for no rate increase nor further investigation.

# Landon Drainage

- City Street Labels
- City Streets
- Regional Road Labels
- US Hwy
- FM Road
- County Road
- City Street
- Private Road
- TxRRC Railroad
- Extra-territorial Jurisdiction
- City Limits



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



CITY OF LAMPASAS  
BALANCE SHEET  
AS OF: JULY 31ST, 2021

40 -HOTEL-MOTEL TAX FUND

ACCT# ACCOUNT NAME

ASSETS

=====

1020	FSB CHECKING	0.00	
1021	FSB TEMPLE CHECKING 7000482	0.00	
1030	CLAIM ON CASH	523,660.72	
1031	COI COMMUNITY CENTER	3,581.34	
1044	BBOT COMMUNITY CENTER	1,012,874.50	
1210	ACCOUNTS/RECEIVABLE	0.00	
1221	ACCTS/REC MISC	0.00	
1222	ACCOUNTS RECEIVABLE	0.00	
1242	TAXES REC-PARK MOTEL	0.00	
1410	DUE FROM GENERAL	0.00	
1411	DUE FROM GEN DEBT SERVICE	0.00	
1420	DUE FROM UTILITY	0.00	
1421	DUE FROM MUNICIPAL COURT TECH	0.00	
1425	DUE FROM AVIATION	0.00	
1426	DUE FROM GOLF COURSE	0.00	
	TOTAL ASSETS		1,540,116.56

1,540,116.56

=====

LIABILITIES & FUND BALANCE

=====

2210	ACCOUNTS /PAYABLE	0.00	
2220	ACCOUNTS PAYABLE-PENDING	0.00	
2410	DUE TO GENERAL	0.00	
2420	DUE TO UTILITY	0.00	
2425	DUE TO AVIATION	0.00	
2426	DUE TO GOLF COURSE	0.00	
2499	DUE TO CASH CONCENTRATION	0.00	
2505	DEFERRED REVENUE	0.00	
3005	ENCUMBERED FUNDS	0.00	
3010	COMMITTED FUND BALANCE	505,794.87	
3030	COMMITTED CIVIC CENTER	968,181.65	
	CURRENT INCREASE / (DECREASE) IN FUND BALANCE	66,140.04	

TOTAL LIABILITIES & FUND EQUITY

1,540,116.56

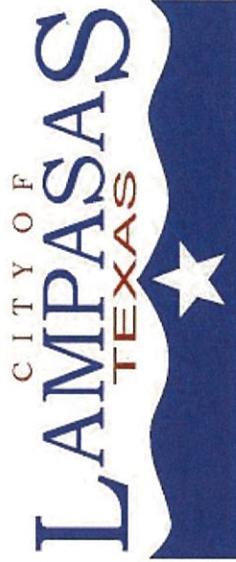
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# City of Lampasas Hostess House Improvements

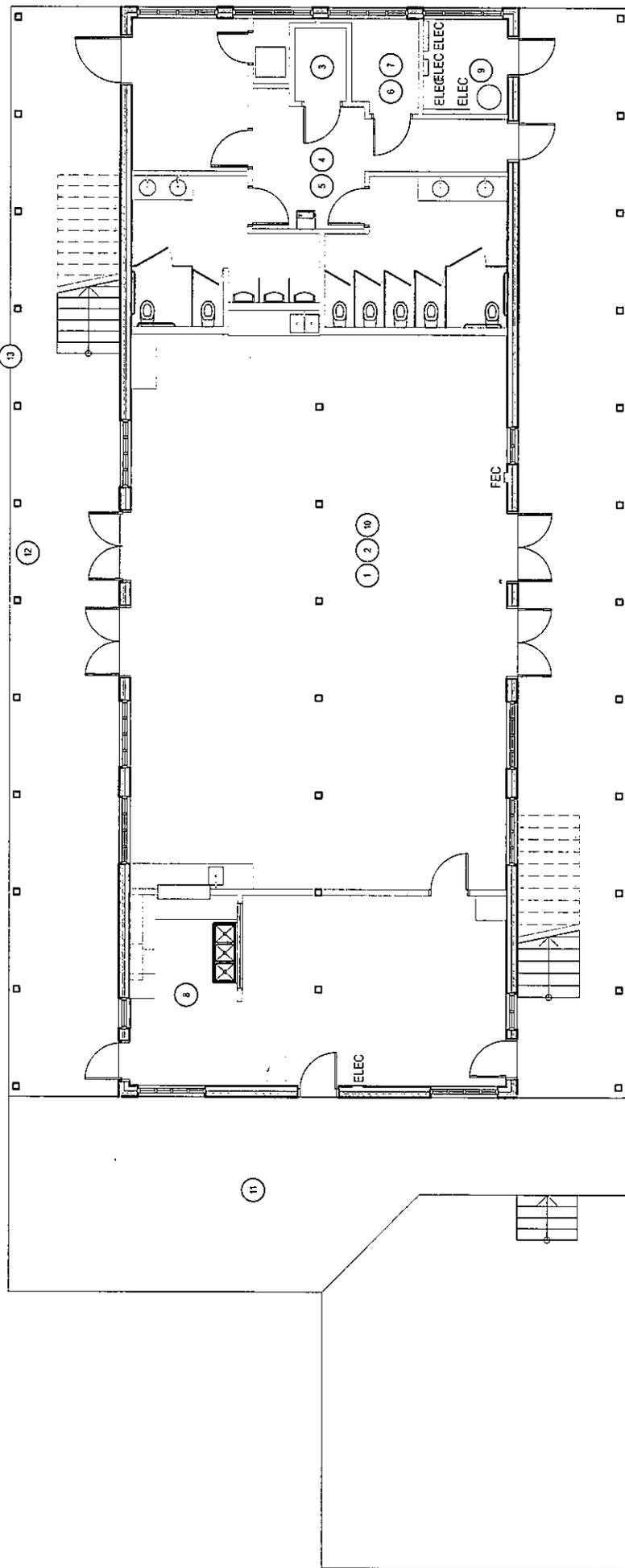
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CONCEPT DESIGN UPDATE

06/06/2021



# GROUND FLOOR: EXISTING

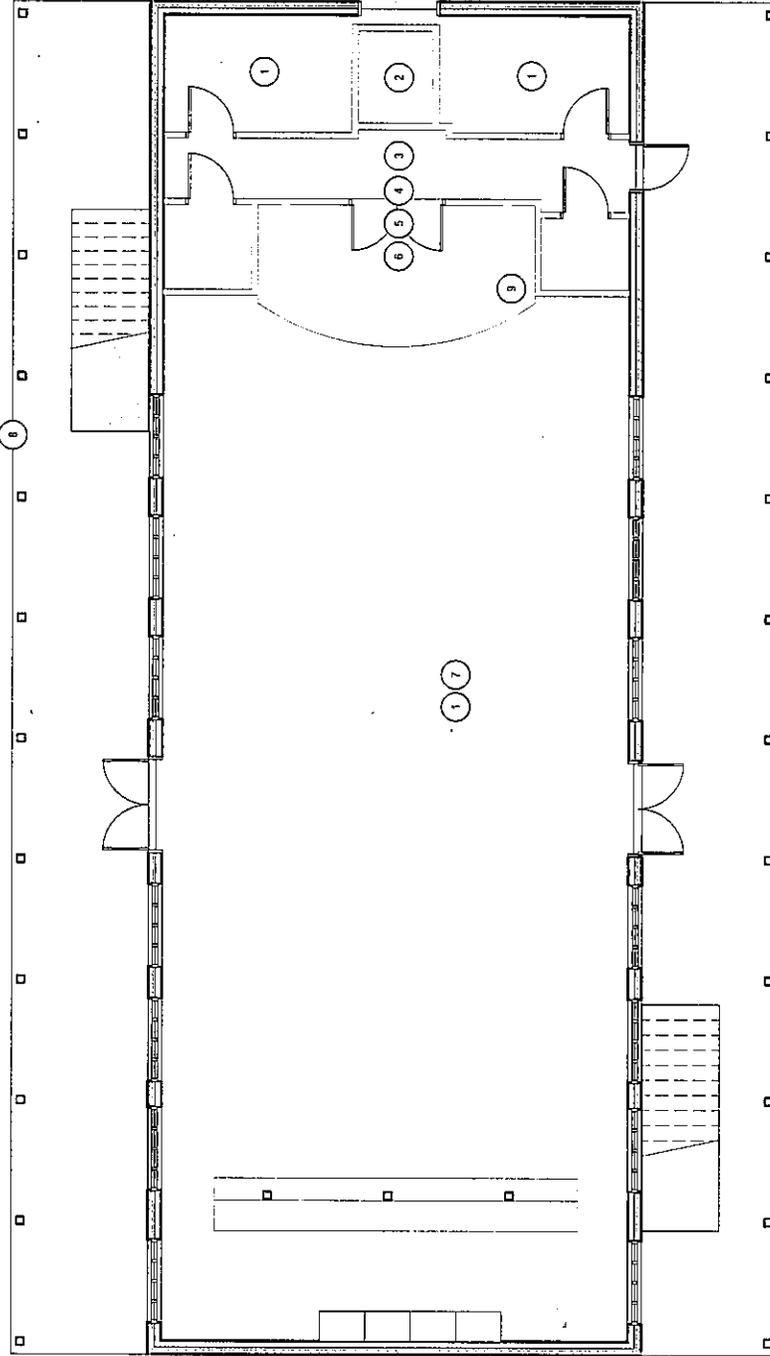


## FACILITY NEEDS AND IMPROVEMENTS

1. MECHANICAL UNIT REPLACEMENT, IMPROVED COMFORT
2. CORRECT STRUCTURAL HALL FOR LIVE LOADS FOR EVENTS
3. REPLACE ELEVATOR WITH LARGER CAPACITY
4. DIRECT ACCESS FROM HALL TO ELEVATOR
5. DIRECT ACCESS FROM HALL TO RESTROOMS
6. ADD STORAGE WITH DIRECT ACCESS FROM HALL
7. ADD CUSTODIAL WITH DIRECT ACCESS FROM HALL
8. IMPROVE KITCHEN FOR CATERING
9. REPLACE WATER HEATER
10. REPLACE LIGHTING WITH LED FIXTURES, IMPROVED EFFICIENCY
11. PROVIDE COVERED OUTDOOR DINING AT WEST DECK
12. RESTRICT ACCESS FROM SWIMMING POOL, ALTERNATE DECK EXIT
13. REPLACE AGING RAILING
14. REPLACE WOOD SCREENING, CONCRETE MASONRY UNITS



# UPPER FLOOR: EXISTING

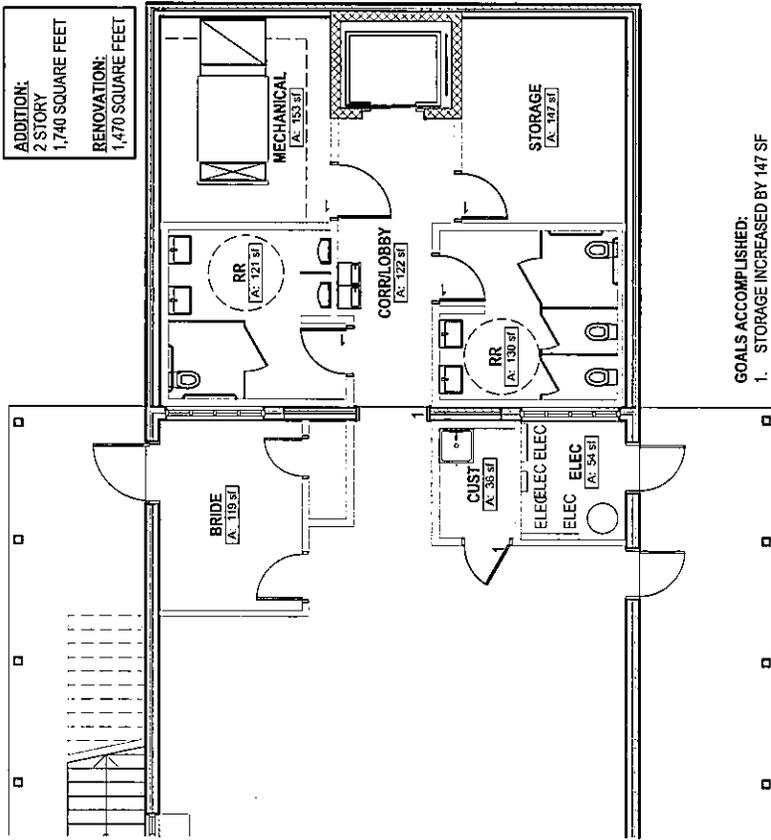


### FACILITY NEEDS AND IMPROVEMENTS

1. ENTIRE MECHANICAL SYSTEM REPLACEMENT, IMPROVED COMFORT
2. REPLACE ELEVATOR WITH LARGER CAPACITY
3. DIRECT ACCESS FROM HALL TO ELEVATOR
4. ADD RESTROOMS WITH DIRECT ACCESS FROM HALL
5. DIRECT ACCESS FROM HALL TO STORAGE
6. ADD CUSTODIAL WITH DIRECT ACCESS FROM HALL
7. REPLACE LIGHTING WITH LED FIXTURES, IMPROVED EFFICIENCY
8. REPLACE AGING RAILING
9. ADD HC RAMP TO STAGE

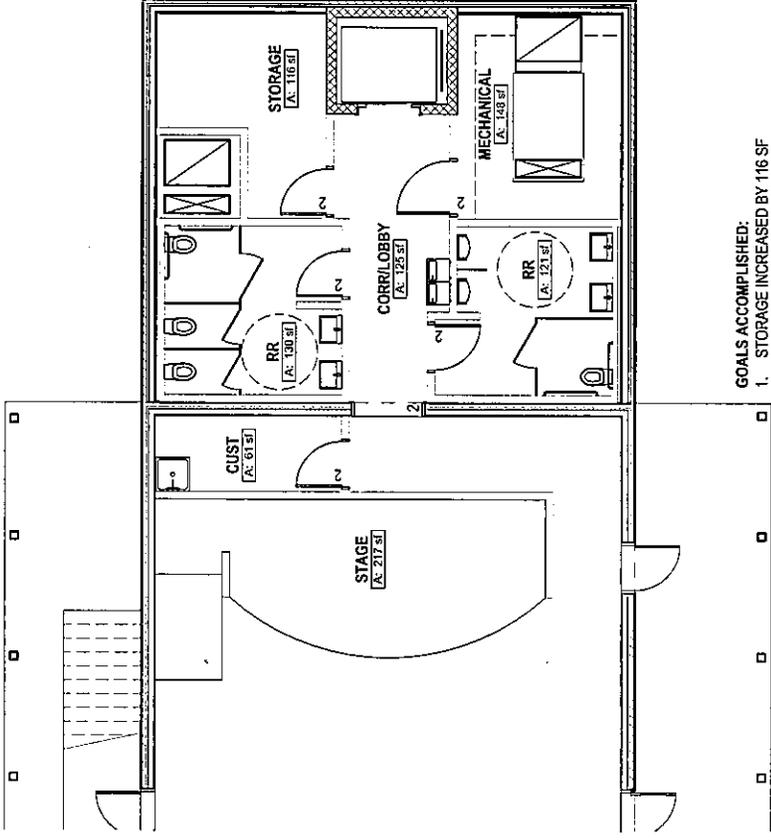


# SCHEME 1: IMPROVED FUNCTION - \$851,100



- GOALS ACCOMPLISHED:**
1. STORAGE INCREASED BY 147 SF
  2. DIRECT INSIDE ACCESS TO NEW ELEVATOR
  3. ADDED GROUP RESTROOMS WITH DIRECT INSIDE ACCESS
  4. DIRECT INSIDE ACCESS TO STORAGE
  5. BANQUET HALL INCREASED BY 594 SF
  6. NEW HVAC AND DUCTWORK
  7. LIGHTING UPGRADE
  8. WATER HEATER UPGRADE

**1** GROUND LEVEL FLOOR PLAN  
SCALE: 1/8" = 1'-0"



- GOALS ACCOMPLISHED:**
1. STORAGE INCREASED BY 116 SF
  2. DIRECT INSIDE ACCESS TO ELEVATOR
  3. ADDED GROUP RESTROOMS WITH DIRECT INSIDE ACCESS
  4. DIRECT INSIDE ACCESS TO STORAGE
  5. PUBLIC EVENTS HALL INCREASED BY 226 SF
  6. NEW HVAC AND DUCTWORK
  7. LIGHTING UPGRADE
  8. HC RAMP TO STAGE
  9. ADDED CUSTODIAL CLOSET ON UPPER FLOOR

**2** UPPER LEVEL FLOOR PLAN  
SCALE: 1/8" = 1'-0"



Hostess House Improvements | City of Lampasas

CONCEPT DESIGN UPDATE DRAWINGS

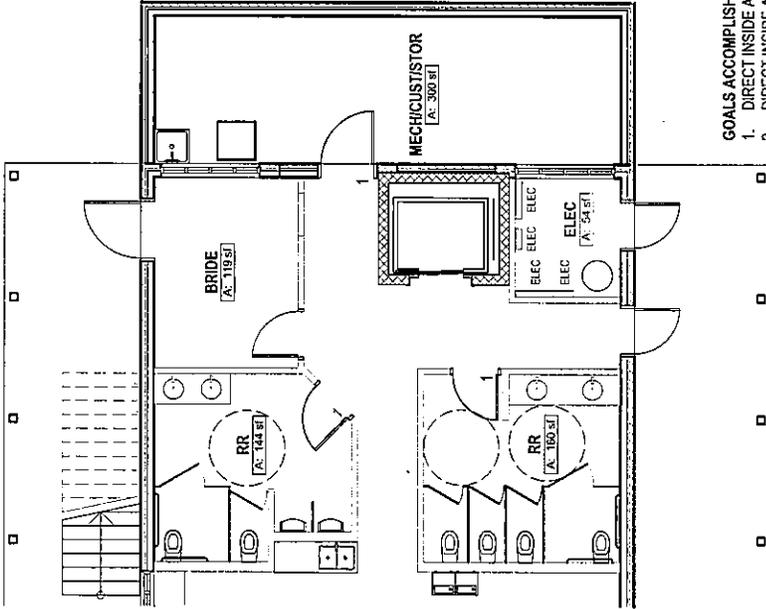
SCHEME 1: ENLARGED HALLS, STACKED ADDITION

06/06/2021

# SCHEME 2: BALANCED - \$545,900

**ADDITION:**  
2 STORY  
696 SQUARE FEET

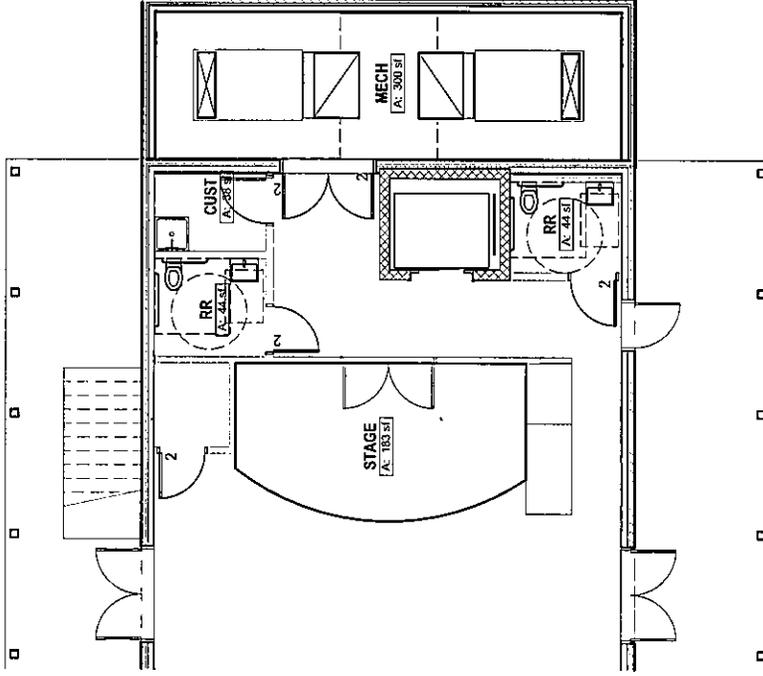
**RENOVATION:**  
854 SQUARE FEET



## 1 GROUND LEVEL FLOOR PLAN

SCALE: 1/8" = 1'-0"

- GOALS ACCOMPLISHED:**
1. DIRECT INSIDE ACCESS TO ELEVATOR
  2. DIRECT INSIDE ACCESS TO RESTROOMS
  3. DIRECT INSIDE ACCESS TO STORAGE, INCREASE
  4. HAVC UNITS REPLACED
  5. LIGHTING UPGRADE
  6. WATER HEATER UPGRADE
  7. STRUCTURAL CORRECTION FOR LIVE LOADS
  8. ADDED CUSTODIAL IN STORAGE
  9. ADDED 300 SF OF STORAGE
  10. REPLACED ELEVATOR
  11. RENOVATED RESTROOMS LOSE 1 FIXTURE EACH



## 2 UPPER LEVEL FLOOR PLAN

SCALE: 1/8" = 1'-0"

- GOALS ACCOMPLISHED:**
1. DIRECT INSIDE ACCESS TO ELEVATOR
  2. ADDED SINGLE USER RESTROOMS WITH DIRECT INSIDE ACCESS
  3. PLUMBING FIXTURES ADDED UPSTAIRS
  4. DIRECT INSIDE ACCESS TO STORAGE
  5. NEW HAVC AND DUCTWORK
  6. LIGHTING UPGRADE
  7. ADDED HC RAMP TO STAGE
  8. ADDED CUSTODIAL CLOSET ON UPPER FLOOR

Hostess House Improvements | City of Lampasas

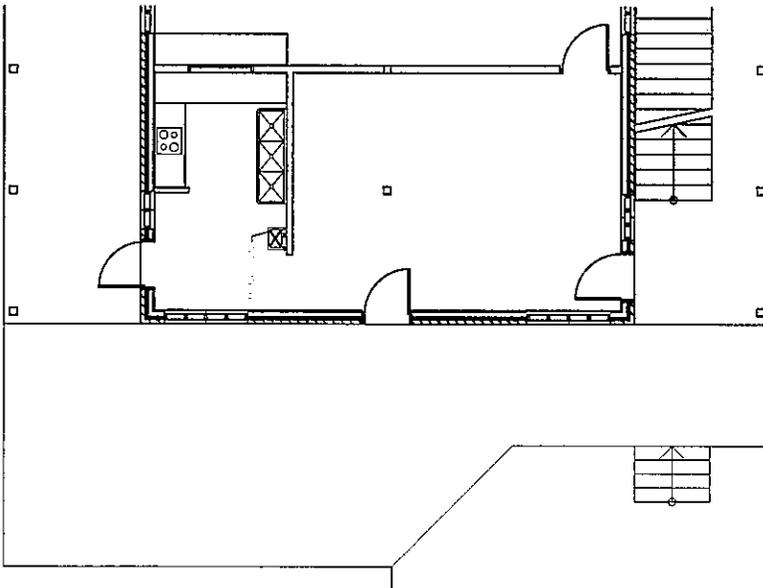
CONCEPT DESIGN UPDATE DRAWINGS

SCHEME 2: SAME HALLS SPACE, SMALLER ADDITION

06/06/2021

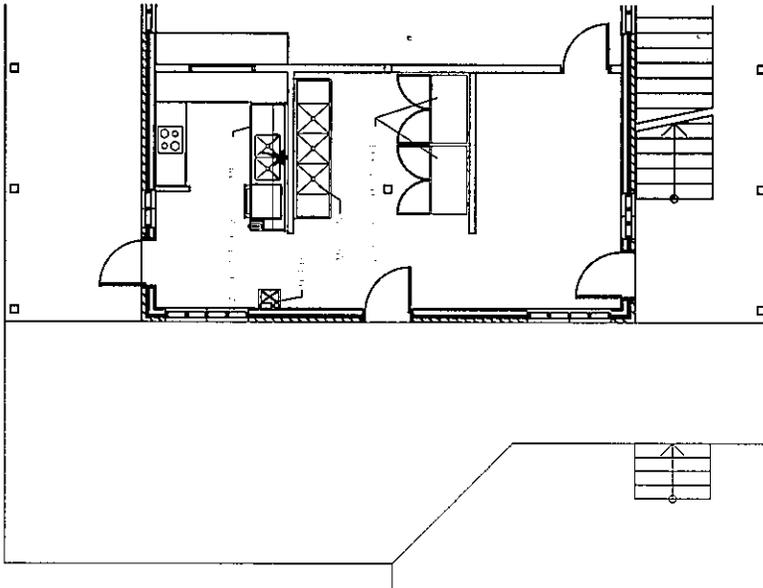


# KITCHEN UPGRADE OPTIONS



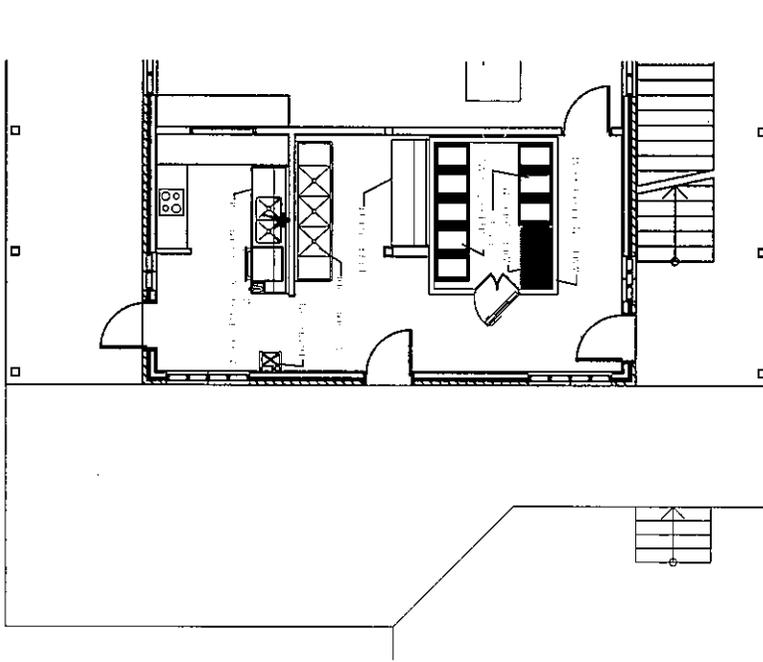
**1** **OPTION 1 - \$23,400**  
SCALE: 1/8" = 1'-0"

**UPGRADE SCOPE:**  
RANGE AND DENLAR HOOD  
MECHANICAL AUGMENTATION FOR HOOD  
NEW CABINETS



**2** **OPTION 2 - \$60,372**  
SCALE: 1/8" = 1'-0"

**UPGRADE SCOPE:**  
RANGE AND DENLAR HOOD  
MECHANICAL AUGMENTATION FOR HOOD  
NEW CABINETS  
(2) 2-DOOR REFRIGERATORS  
(1) 3 COMPARTMENT SINK  
(1) WORK TABLES



**3** **OPTION 3 - \$91,424**  
SCALE: 1/8" = 1'-0"

**UPGRADE SCOPE:**  
RANGE AND DENLAR HOOD  
MECHANICAL AUGMENTATION FOR HOOD  
NEW CABINETS  
WALK-IN REFRIGERATOR  
REMOTE REFRIGERATION SYSTEM  
(1) 3 COMPARTMENT SINK  
(1) PREP TABLE  
(1) WORK TABLE  
ADDITIONAL STRUCTURE FOR REFRIGERATOR



Hostess House Improvements | City of Lampasas

CONCEPT DESIGN UPDATE DRAWINGS

KITCHEN UPGRADE OPTIONS

06/06/2021

# SCOPES TO BE CONSIDERED

**MASONRY INFILL CRAWL SPACE:**  
 \$17,600  
 REMOVE WOOD LATTICE AND REPLACE WITH CMU BLOCK WALL STAGGERED TO PROVIDE AIRFLOW TO CRAWL SPACE

**RELOCATE STAIRS:**  
 \$16,100  
 CLOSE OFF ACCESS TO POOL AND PROVIDE NEW EXIT STAIRS TO EAST OF BUILDING

**LIGHTED CANOPY:**  
 \$59,500  
 COVER WEST DECK TO PROVIDE PROTECTED OUTSIDE DINING DURING EVENT

**STRUCTURAL DEFICIENCY:**  
 \$150,000  
 CORRECT THE LIVE LOAD FROM 50LBS/SF TO 100LBS PER SF FOR PUBLIC EVENT LOADS.

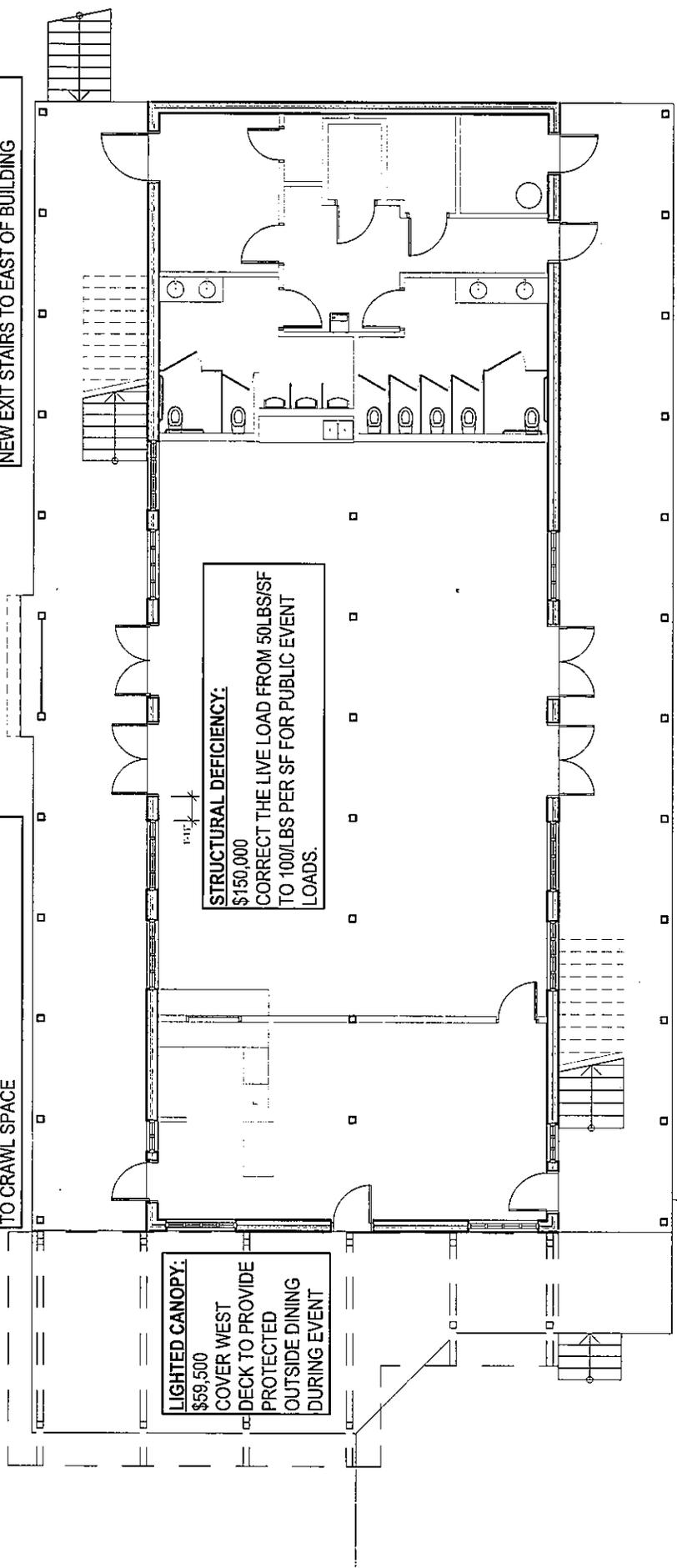
**STRUCTURAL DEFICIENCY:**  
 \$13,000  
 REPLACE RAILINGS

Hostess House Improvements | City of Lampasas

CONCEPT DESIGN UPDATE DRAWINGS

OTHER IMPROVEMENTS

06/06/2021



**Residential**

**Electric** 1/5 of \$.01 = .002 increase      **Water** \$1.30 increase in base &      **Garbage** Recycling  
\$.05 inc in water per 1,000 gallons

1. Family of Four Inside	Consumption	Current Rate	Proposed Rate	Impact	Consumption	Current Rate	Proposed Rate	Impact	Impact	Total Impact	Avg/Month
June 2018	3,756 kwh	\$ 432.73	\$ 440.24	\$ 7.51	5,500 gallons	\$ 47.90	\$ 49.48	\$ 1.58	\$ -	\$ 9.09	June 2018
Previous 12 months	25,390 kwh	\$ 2,967.10	\$ 3,017.88	\$ 50.78	72,100 gallons	\$ 340.94	\$ 345.85	\$ 19.21	\$ -	\$ 69.99	Annually

June 2018	900 kwh	\$ 109.77	\$ 111.57	\$ 1.80	800 gallons	\$ 27.22	\$ 28.56	\$ 1.34	\$ -	\$ 3.14	June 2018
Previous 12 months	13,204 kwh	\$ 1,476.50	\$ 1,502.91	\$ 26.41	13,400 gallons	\$ 82.66	\$ 84.63	\$ 16.27	\$ -	\$ 42.68	Annually

June 2018	4,822 kwh	\$ 560.27	\$ 569.92	\$ 9.64	24,100 gallons	\$ 145.95	\$ 148.45	\$ 2.51	\$ -	\$ 12.15	June 2018
Previous 12 months	73,746 kwh	\$ 8,354.20	\$ 8,501.69	\$ 147.49	164,300 gallons	\$ 746.62	\$ 756.14	\$ 23.82	\$ -	\$ 171.31	Annually

June 2018	1,638 kwh	\$ 193.23	\$ 196.50	\$ 3.28	2,400 gallons	\$ 34.26	\$ 35.68	\$ 1.42	\$ -	\$ 4.70	June 2018
Previous 12 months	19,363 kwh	\$ 2,197.57	\$ 2,267.16	\$ 69.60	23,500 gallons	\$ 127.10	\$ 129.58	\$ 16.78	\$ -	\$ 86.37	Annually

**Commercial:**

June 2018	3,352 kwh	\$ 324.57	\$ 331.27	\$ 6.70	9,300 gallons	\$ 73.02	\$ 74.78	\$ 1.77	\$ -	\$ 8.47	June 2018
Previous 12 months	39,272 kwh	\$ 3,599.04	\$ 3,677.58	\$ 78.54	162,700 gallons	\$ 770.99	\$ 780.42	\$ 23.73	\$ -	\$ 102.28	Annually

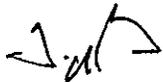
June 2018	211,520 kwh	\$ 19,301.16	\$ 19,724.20	\$ 423.04	101,100 gallons	\$ 490.71	\$ 497.06	\$ 6.36	\$ -	\$ 429.39	June 2018
Previous 12 months	2,333,280 kwh	\$ 212,720.80	\$ 217,387.36	\$ 4,666.56	2,415,600 gallons	\$ 11,021.68	\$ 11,143.76	\$ 136.38	\$ -	\$ 4,802.94	Annually

June 2018	2,000 kwh	\$ 201.32	\$ 205.32	\$ 4.00	700 gallons	\$ 33.89	\$ 35.22	\$ 1.34	\$ -	\$ 5.34	June 2018
Previous 12 months	21,040 kwh	\$ 1,937.01	\$ 1,979.09	\$ 42.08	8,800 gallons	\$ 70.74	\$ 72.48	\$ 16.04	\$ -	\$ 58.12	Annually

June 2018	52,920 kwh	\$ 4,850.19	\$ 4,956.03	\$ 105.84	99,300 gallons	\$ 500.52	\$ 506.78	\$ 6.26	\$ -	\$ 112.11	June 2018
Previous 12 months	437,440 kwh	\$ 39,896.03	\$ 40,770.91	\$ 874.88	508,900 gallons	\$ 2,346.20	\$ 2,372.94	\$ 41.04	\$ -	\$ 915.92	Annually

**4. Local Entertainment- Large General Outside**

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City ManagerITEM NO. 1.3

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

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**Subject:**

Public hearing to receive citizen comments regarding a request for a Specific Use Permit for property described as Lot 7-8, part of lot 6, Block 66 of the Lampasas Springs Company 1<sup>st</sup> Addition, commonly known as 607 W 1<sup>st</sup> Street, Lampasas, Texas, Lampasas County to allow for an Accessory Dwelling in an area zoned Single Family Residential-10 "SF-10"

Requested By: Becky Sims, City Secretary/Zoning Administrator

Submitted By: Becky Sims, City Secretary/Zoning Administrator

Date Submitted: August 5, 2021

For the Agenda of: August 9, 2021

**Procurement and Funding Statement:**

N/A

Attachments: P &amp; Z Packet

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**Summary Statement:**

The applicant, Carol Smith is requesting a Specific Use Permit (SUP) to allow for an accessory dwelling. The purpose is to build a 640 sq ft cottage as an incidental to the main structure. Accessory dwellings are permitted in this zoning district with a Specific Use Permit. The property and surrounding property are zoned Single Family Residential-10 "SF-10". The property is described as Lots 7-8 and part of 6, Lampasas Spring Company. Staff mailed sixteen (16) notices to property owners within 200 feet of the applicant's property, and to date have received one in favor of the request and none in protest. This request is in line with the Zoning recommendations in the Comprehensive Plan. Chapter 5 discusses "Life Cycle" housing. To provide options to expand housing types where "Mother in Law" or Accessory Units can house a family member or tenant. The Planning Commission met on Thursday, August 5, 2021 and recommends approval.

**Recommendation:**

Discussion Only

NOTICE OF PUBLIC HEARINGS

---

HEARING DATES/TIMES:

**PLANNING AND ZONING COMMISSION: August 5, 2021-6:00 p.m.**

**CITY COUNCIL: August 9, 2021 - 6:00 P.M.**

**HEARING(S) LOCATION: CALVERT MUNICIPAL BUILDING  
CITY COUNCIL CHAMBERS  
302 EAST THIRD STREET, LAMPASAS, TEXAS**

---

The Planning and Zoning Commission of the City of Lampasas, Texas will hold a public hearing to receive comments on the following item:

***Request for a Specific Use Permit for property described as Lot 7-8, pt of 6, Block 66, Lampasas Springs Company 1<sup>st</sup> Addition, commonly known as 607 W 1<sup>st</sup> Street, Lampasas, Texas Lampasas County to allow for an Accessory Dwelling in an area zoned Single Family Residential-10 "SF-10".***

The purpose of the public hearing noted herein is to allow members of the public to voice their views to the Planning and Zoning Commission. The first public hearing will be held on August 5, 2021 at 6:00 P.M. in the City Council Chambers located at 302 East Third Street, Lampasas, Texas, before a recommendation is made to the City Council.

The City Council will hold a public hearing on August 9, 2021 at 6:00 P.M. in the City Council Chambers located at 302 East Third Street, Lampasas, Texas 76550.

All persons interested in the above referenced item and potential actions are invited to attend the public hearings and to provide their comments at the times and places referenced above. Comments may also be submitted *in writing* to the City Secretary's office, no later than 12 Noon on the date of either public hearing referenced in this public notice, at the following address: 312 East Third Street, Lampasas, Texas 76550. For additional information, please contact Becky Sims, City Secretary at (512) 556-6831 between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.



# ZONING APPLICATION

ANTICIPATED MEETING DATES: P&Z: Aug 5, 2021 City Council Aug 9, 2021

- Initial Zoning (newly annexed property)
- Rezoning (property currently zoned)
- Planned Development (PD) - see Zoning Ordinance for special requirements and procedures
- Specific Use Permit (SUP) - see Zoning Ordinance for special requirements and procedures Accessory Dwelling

Name of Subdivision or Project: \_\_\_\_\_

Physical Location of Property: 607 W First St, Lampasas, corner 1st + Spring

[General Location -- approximate distance to nearest existing street corner]

Brief Legal Description of Property (must also attach accurate metes and bounds) \_\_\_\_\_

Lots 7-8 part 6 blk 66

[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Acreage: 0.478 Existing Zoning: \_\_\_\_\_ Proposed Zoning: \_\_\_\_\_

Applicant / Owner's Name: Carol M Smith

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Street/Mailing Address: 607 W First St City: Lampasas State: TX Zip: 76550

Phone: 254-760-2909 Email Address: carol.ms@att.net

Engineer / Representative's Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Street/Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

Nature of Request/Proposed Use of the Property: grandma / mother-in-law cottage

**SUBMITTAL DEADLINE: 30 DAYS PRIOR TO P&Z PUBLIC HEARING DATE.** (All zoning requirements must be advertised in the newspaper, and notices must be mailed to all property owners within 200 feet of the subject property).

All applications must be COMPLETE before they will be scheduled for P&Z agenda (It is the applicant's responsibility to be familiar with, and to comply with, all City submittal requirements in the Zoning, Subdivision Ordinances, and any separate submittal policies, requirements and/or checklists that may be obtained from City Staff including the number of plans to be submitted, application fees, etc.)

All application materials (one copy) must be delivered to the Planning Department. The City will invoice the applicant for all publication and certified letter costs. The City may also invoice the applicant for any applicable consulting, engineering or attorney fees for City review of this project.

Notice of Public Records- The submission of plans/drawings with this application makes such items public record, and the applicant understands that they may be viewed by the general public. Unless the applicant expressly states otherwise in writing, submission of this application (with associated plans/drawings) will be considered consent by the applicant.

I hereby certify that I am the Owner, or the duly authorized agent of the Owner (proof of authorization attached), for the purposes of this application, and that all information submitted herein is complete, true and correct to the best of my knowledge. I understand that submitting this application does not constitute approval, and incomplete applications will result in delays and possible denial.

Signed: Carol M Smith Title: \_\_\_\_\_ Date: 6-22-21

City of Lampasas 312 East Third Street Lampasas, Texas 76550 (512) 556-6831 [bsims@cityoflampasas.com](mailto:bsims@cityoflampasas.com)

Richard Petree  
 LAMPASAS CENTRAL APPR DISTRICT  
 P.O. Box 175  
 109 E. FIFTH ST.  
 LAMPASAS TX 76550  
 Phone: (512)556-8058  
 Fax: (512)556-4660

**NOTICE OF APPRAISED VALUE**

**This is NOT a Tax Statement - Do NOT Pay From This Notice.**

Appraisal Year - 2021  
 Location of ARB Hearings:  
 LAMPASAS CENTRAL APPRAISAL DISTRICT  
 109 E. FIFTH ST.  
 LAMPASAS, TEXAS 76550

Protest Deadline: 06/17/2021  
 ARB Hearings to Begin: 6/21/2021 8:30:00AM  
 Owner ID: 58771

Website: www.lampasascad.org

Postmark Date: 05/17/2021

Dear Property Owner:

We have appraised the property listed below for the 2021 tax year. The appraisal is for the following property:  
 Percent difference from 2016 is a 24.00% increase.

APPRAISAL INFORMATION	LAST YEAR	PROPOSED THIS YEAR	PROPOSED 2021 TAXABLE VALUE	ACCOUNT NUMBER / PROPERTY DESCRIPTION
Total Market Value	193,930	252,550		ACCT #: 10180-066-007-00 PARCEL: 1535
HIS Land Market Value	33,000	36,290		ADDR: 607 W 1ST ST LAMPASAS, TX 76550
HIS Structures (Buildings) Value	160,930	216,260		ABST/Block/Lot:
Total Homestead Cap Value	193,930	213,320	213,320	LEGAL: LOT: LOTS 7-8 PT 6 BLK: 66 ADDN: L S C 1ST
Total Proposed Taxable Value (with Homestead Limit)	193,930		213,320	ACRES: 0.478 INTEREST: 1.000000 CATEGORY: A1
Exemptions: <b>OVER 65</b>		* HOMESTEAD CAP APPLIED		

Taxing Units	Last Year's Taxable (less exemptions)	Proposed Taxable Value	Proposed Exemptions	Proposed Taxable (less/exemptions)
COUNTY - HS Ceiling Freeze	178,930	213,320	15,000	198,320
ROAD BRIDGE - HS Ceiling Freeze	193,930	213,320	0	213,320
LAMPASAS CITY - HS Ceiling Freeze	178,930	213,320	15,000	198,320
LAMPASASISD I&S - HS Ceiling Freeze	158,930	213,320	35,000	178,320
LAMPASASISD M&O - HS Ceiling Freeze	158,930	213,320	35,000	178,320

The Texas Legislature does not set the amount of your local taxes. Your property tax burden is decided by your locally elected officials, and all inquiries concerning your taxes should be directed to those officials.

If you qualified your home for an age 65 or older or disabled person homestead exemption for school taxes, the school taxes on that property cannot increase as long as you own and live in that home. The tax ceiling is the amount you pay in that year that you qualified for the age 65 or older or disabled person exemption. The school taxes on your home may not go above the amount of the ceiling, unless you improve the home (other than normal repairs or maintenance).

Enclosed are copies of the following documents published by the Texas Comptroller of Public Accounts: (1) Property Taxpayer Remedies; and (2) notice of protest. The Appraisal Review Board will begin hearing protests on 6/21/2021 8:30:00AM. To file a protest, complete the notice of protest form by following the instructions included on the form and, no later than 06/17/2021, mail or deliver the form to the appraisal review board at the following address: P.O. Box 175; 109 E. FIFTH ST., LAMPASAS TX 76550.

Sincerely,  
 Richard Petree, Chief Appraiser - LAMPASAS CENTRAL APPR DISTRICT

City of Lampasas  
Planning and Zoning Board  
Smith (SUP)  
Staff Report

Subject Property	The property is described Lots 7-8, part of 6, Block 66, Lampasas Springs Company, commonly known as 607 W First Street, Lampasas, Texas Lampasas County.
Request	The applicant is requesting a Specific Use Permit (SUP) to allow for an accessory dwelling. The purpose is to build a 640 sq ft cottage
Current Zoning	The property is currently zoned Single Family Residential-10 the area surrounding the property is zoned Single Family Residential- 10.
Notification	All notifications and publications, as required by Ordinance and Statute, have been made. Staff mailed sixteen (16) notices to property owners within 200 feet of the applicant's property, and to date have received one in favor of the request and none in protest.
Consideration	<p>In making a determination for a change of Zoning the Planning and Zoning Board, and the City Council shall consider the factors as outlined in Section 34, City of Lampasas Zoning Regulations. In approving a requested Specific Use Permit, the Planning &amp; Zoning Commission and City Council may consider the following:</p> <ol style="list-style-type: none"><li>1. The use is harmonious and compatible with surrounding existing uses or proposed uses;</li><li>2. The activities requested by the applicant are normally associated with the permitted uses in the base district;</li><li>3. The nature of the use is reasonable;</li><li>4. Any negative impact on the surrounding area has been mitigated;</li><li>5. That any additional conditions specific ensure that the intent of the district purposes are being upheld.</li></ol>
Recommendation	<p>If the Planning and Zoning Board and the City Council find the request in compliance with Section 34 City of Lampasas Zoning Regulations, then a motion to approve the change of zoning may be made.</p> <p>If the Planning and Zoning Board and the City Council find that the request is not in compliance with Section 34 City of Lampasas Zoning Regulations, then a motion to deny the request may be made.</p>

SINGLE FAMILY RESIDENTIAL - 10 "SF-10"  
Permitted in District with SUP

- BED AND BREAKFAST INN OR FACILITY
- CARETAKER'S OR GUARDS RESIDENCE
- CEMETERY OR MAUSOLEUM
- CHILD CARE CENTER/ DAY CARE CENTER
- COLLEGE OR UNIVERSITY
- COMMUNITY CENTER (PUBLIC)
- CONVENT OR MONASTERY
- COUNTRY CLUB (PRIVATE)
- DAY CAMP FOR CHILDREN
- ELECTRICAL SUBSTATION (HIGH VOLTAGE BULK POWER)
- ELECTRICAL TRANSMISSION LINE (HIGH VOLTAGE)
- FRANCHISED PRIVATE UTILITY (NOT LISTED)
- GARAGE/ACCESSORY DWELLING
- GAS LINE AND REGULATING STATION
- GOLF COURSE (COMMERCIAL)
- GROUP DAY CARE HOME
- HOSPITAL, ACUTE CARE
- INSTITUTION OF RELIGIOUS, CHARITABLE, OR PHILANTHROPIC NATURE
- KINDERGARTEN OR NURSERY SCHOOL (PRIVATE)
- PLAYFIELD OR STADIUM (PUBLIC)
- SCHOOL, PRIVATE (PRIMARY OR SECONDARY)
- SINGLE FAMILY DWELLING ATTACHED
- STABLE (COMMERCIAL)
- SWIM, TENNIS OR HANDBALL CLUB
- SWIMMING INSTRUCTIONS AS HOME OCCUPATION
- TENNIS COURT (LIGHTED)

## A-3 DEFINITIONS

For the purpose of these regulations, certain terms and words are to be used and interpreted as defined hereinafter. Words used in the present tense shall also include the future tense; words used in the masculine gender shall also include the feminine gender; words used in the singular number shall also include the plural number; and words in the plural number shall also include the singular number, except where the natural construction of the writing indicates otherwise. The word "shall" is mandatory and not directory. For any term or use not defined herein, Webster's Dictionary (latest edition) shall be used.

1. **ACCESSORY BUILDING (RESIDENTIAL)** - In a residential district, a subordinate building that is attached or detached and is used for a purpose that is customarily incidental to the main structure but not involving the conduct of a business. Examples may include, but are not limited to, the following: a private garage for automobile storage, tool shed, greenhouse as a hobby (no business), home workshop, children's playhouse, storage building, garden shelter, etc.
2. **ACCESSORY BUILDING (BUSINESS OR INDUSTRY)** - In the nonresidential districts, a subordinate building to the main building that does not exceed the height of the main building and does not exceed fifty percent (50%) of the floor area of the main building, and that is used for purposes directly accessory and incidental to the main use.
3. **ACCESSORY USE** - A use that is customarily incidental, appropriate and subordinate to the principal use of land or building(s) and that is located upon the same lot therewith.
4. **AIRPORT OR LANDING FIELD** - A place where aircraft can land and take off that is usually equipped with hangars, facilities for aircraft refueling and repair, and various accommodations for passengers.
5. **ALLEY** - A minor right-of-way that is dedicated to public use and which affords a secondary means of vehicular access to the back or side of properties otherwise abutting a street, and which may be used for public utility purposes.
6. **AMBULANCE SERVICE** - Provision of private (not operated by the City of Lampasas) emergency transportation which may include medical care, and which may include storage and maintenance of vehicles.
7. **AMUSEMENT ARCADE (ALSO VIDEO ARCADE)** - Any building, room, place or establishment of any nature or kind, and by whatever name called, where more than ten percent (10%) of the public floor area is devoted to three (3) or more amusement devices that are operated for a profit, whether the same is operated in conjunction with any other business or not, including but not limited to such amusement devices as coin-operated pinball machines, video games, electronic games, shuffle boards, pool tables or other similar amusement devices. However, the term "amusement device", as used herein, shall not include musical devices, billiard tables which are not coin-operated, machines that are designed exclusively for small children, and devices designed to train persons in athletic skills or golf, tennis, baseball, archery or other similar sports.
8. **AMUSEMENT, COMMERCIAL (INDOOR)** - An amusement enterprise that is wholly enclosed within a building which is treated acoustically so that noise generated by the enterprise is not perceptible at the bounding property line, and that provides activities, services and/or instruction for the entertainment of customers or members, but not including amusement arcades. Uses may include, but are not limited to, the following: bowling alley, skating rink, bingo parlor, martial arts club, racquetball/handball club, indoor tennis courts/club, indoor swimming pool or scuba diving facility, pool/billiards parlor, and other similar types of uses.

## SECTION 38

## ACCESSORY BUILDING AND USE REGULATIONS

- 38.1 In a single-family or multi-family district, an accessory building is a subordinate or incidental building, attached to or detached from the main building, not used for commercial purposes and not rented. Accessory buildings shall be located toward the rear portion of the property. If structure meets the definition of "Carport" (see Section A.3 definition), has a permanent foundation, and is primarily used as a carport, the structure may be built in front of the main structure. The structure must meet all front and side yard setbacks set forth in each zoning district. If the carport is constructed other than in the rear of the main structure, i.e. side or front, the carport must be constructed with similar material as the main structure.
- 38.2 In nonresidential districts, an accessory building is a subordinate building, the use of which is secondary to and supportive of the main building. Accessory buildings shall not be permitted without a main building or primary use being in existence. Accessory buildings should, wherever possible, be located toward the rear portion of the property.
- 38.3 Accessory dwelling units in the "AG" district shall be allowed as an incidental residential use of a building on the same lot as the main dwelling unit and used by the same person or persons of the immediate family, and meet the following standards:
- A. The accessory dwelling unit must be constructed to the rear of the main dwelling, separate from the main dwelling.
  - B. The accessory dwelling unit may be constructed only with the issuance of a Building Permit and shall be constructed out of the same material as the main structure.
  - C. The accessory dwelling unit may not be sold separately from sale of the entire property, including the main dwelling unit, and shall not be sublet.
  - D. Setback requirements shall be the same as for the main structure.
  - E. Accessory dwellings are not permitted without the main or primary structure.
- 38.4 Accessory dwellings and units constructed over a garage are permitted by SUP in accordance with the Use Charts, Section 35, and shall conform to the height limitations of the main structure.
- 38.5 **AREA REGULATIONS FOR ACCESSORY BUILDINGS IN RESIDENTIAL AND MULTI-FAMILY DISTRICTS:**
- A. **Size of Yards:**
    - 1. **Front Yard:** Detached front accessory buildings shall be prohibited in front of the main building. Carports must meet criteria in section 38.1. (See Section A.3 Definition)
    - 2. **Side Yard:** There shall be a side yard not less than three feet (3') from any side lot line, or alley line for any accessory building provided that such building is separated from the main building by a minimum distance of ten feet (10'). In the case of an accessory building being closer than ten feet (10') to the main building, the minimum side yard requirements for the main building shall be observed. Accessory buildings adjacent to a side street shall have a side yard not less than fifteen feet (15'). Garages or carports located and arranged so as to be entered from the side yard shall have a minimum distance of twenty feet (20') from the side lot line, alley line, or alley easement line. Carports or garages arranged to be entered from the side yard, facing a public street, shall have a minimum distance equal to the required front yard for the main building.
    - 3. **Rear Yard:** There shall be a rear yard not less than three feet (3') from any lot line or alley line,

or alley easement line, except that; a) where apartments are permitted, the main building and all accessory buildings shall not cover more than sixty percent (60%) of that portion of the lot lying to the rear of a line erected joining the midpoint of one side lot line with the midpoint of the opposite side lot line; b) carports, garages, or other accessory buildings, located within the rear portion of a lot as heretofore described, constructed closer than ten feet (10') to the main building, shall have a rear yard equivalent to the rear yard requirement for the main building; or c) accessory buildings constructed ten feet (10') or more from the main building shall have a rear yard of three feet (3'). If an alley exists, accessory buildings may be located within three feet (3') of a rear lot line if the maximum (e.g., ridge) height of the building is no greater than eight feet (8') and if a solid fence or wall of the same height is built on the rear lot line to screen the building from property located to the rear. Garages or carports that are arranged so as to be entered by a motor vehicle from an alley or rear alley easement shall be set back from the rear property line or alley easement line a minimum distance of twenty feet (20').

4. Carports shall be measured from the posts supporting the roof nearest to the street or alley. (See Illustration 4).
5. Accessory buildings are not permitted without a main structure.
6. All accessory buildings shall not exceed one story in height. Garage apartments are allowed up to two (2) stories in the "AG" district. Garage apartments up to two (2) stories may be permitted in certain districts (see Section 35) by SUP if there is no adverse impact on adjacent properties.
7. Metal accessory buildings less than 240 square feet are permitted but shall not be used as an enclosed parking area or garage.

**Action 3.1.3**

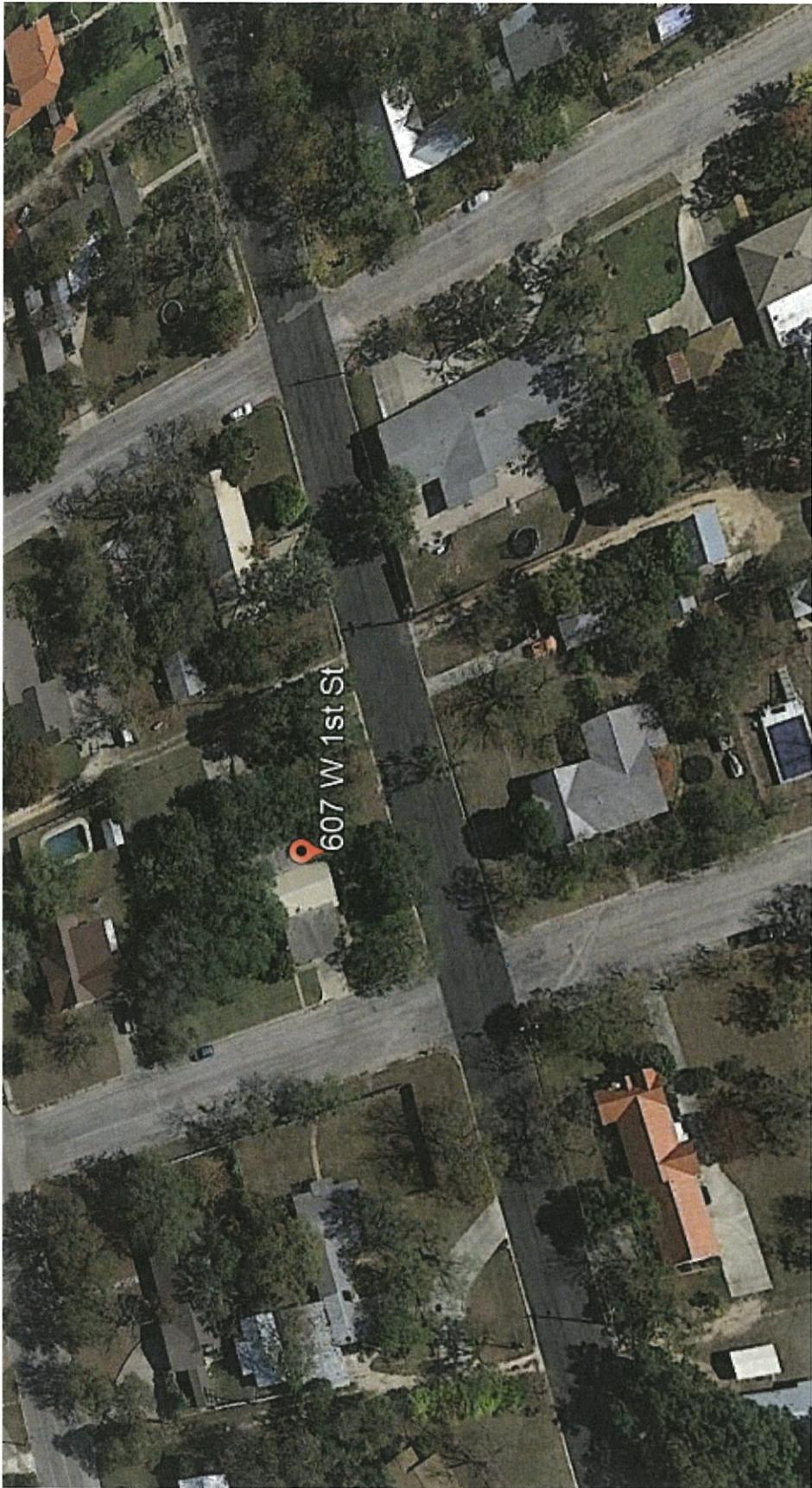
**Review and amend the zoning and subdivision regulations to allow a greater mix of housing types in each neighborhood.** Encourage the development of a wider variety of housing types at varying price points to offer “life cycle” housing and achieve a broader housing and income mix across the City. In a community like Lampasas, where multiple generations of a family often express the desire to return to the community where they were raised, mixed-income and mixed-housing type neighborhoods can strengthen the social capital of the area. Indeed, many of our older communities were developed this way and today are being recognized as some of the most vibrant and coveted places to live. It was not until the advent of zoning and the mass proliferation of tract-style subdivision housing that every housing type and price point was separated into their own neighborhood. The housing types that were left out are often referred to as the “Missing Middle”, which can include homes on smaller lots, duplexes, fourplexes, townhomes and modestly sized apartments. Some communities allow developers to configure lots as the market demands by establishing an average, in conjunction with a minimum, lot size whereby lot sizes are required to vary in width with a certain percentage being narrower or wider than the average. Other options to expand housing types include providing locations where “Mother in Law” or Accessory Units, can house a family member or a tenant; where two and four family structures are permitted and where townhomes can provide an alternative ownership option. One housing model that is becoming increasingly popular is the “cottage neighborhood”, which offers a scaled down version of a master planned community, with small footprint homes with commonly owned and maintained grounds. These subdivisions are often targeted toward downsizing homeowners.

**Action 3.1.4**

**Consider developing a quick reference guide which clearly specifies the development, zoning and annexation process for citizens and the development community.** In a growing community like Lampasas, planning staff has the daunting task of orienting each new developer to the City’s development process, rules and regulations. Presenting them with a clear, consistent set of guidelines minimizes staff time devoted to this task and protects neighbors by ensuring that new development follows the rules. A quick reference guide for property owners and developers can serve to walk them through the steps of zoning and subdivision procedures, instruct them on the documents required when submitting an application and provide an approximate timeline for completion. Copies of relevant forms can be included or linked to the guide for easy reference, and to minimize staff time devoted to answering administrative inquiries.

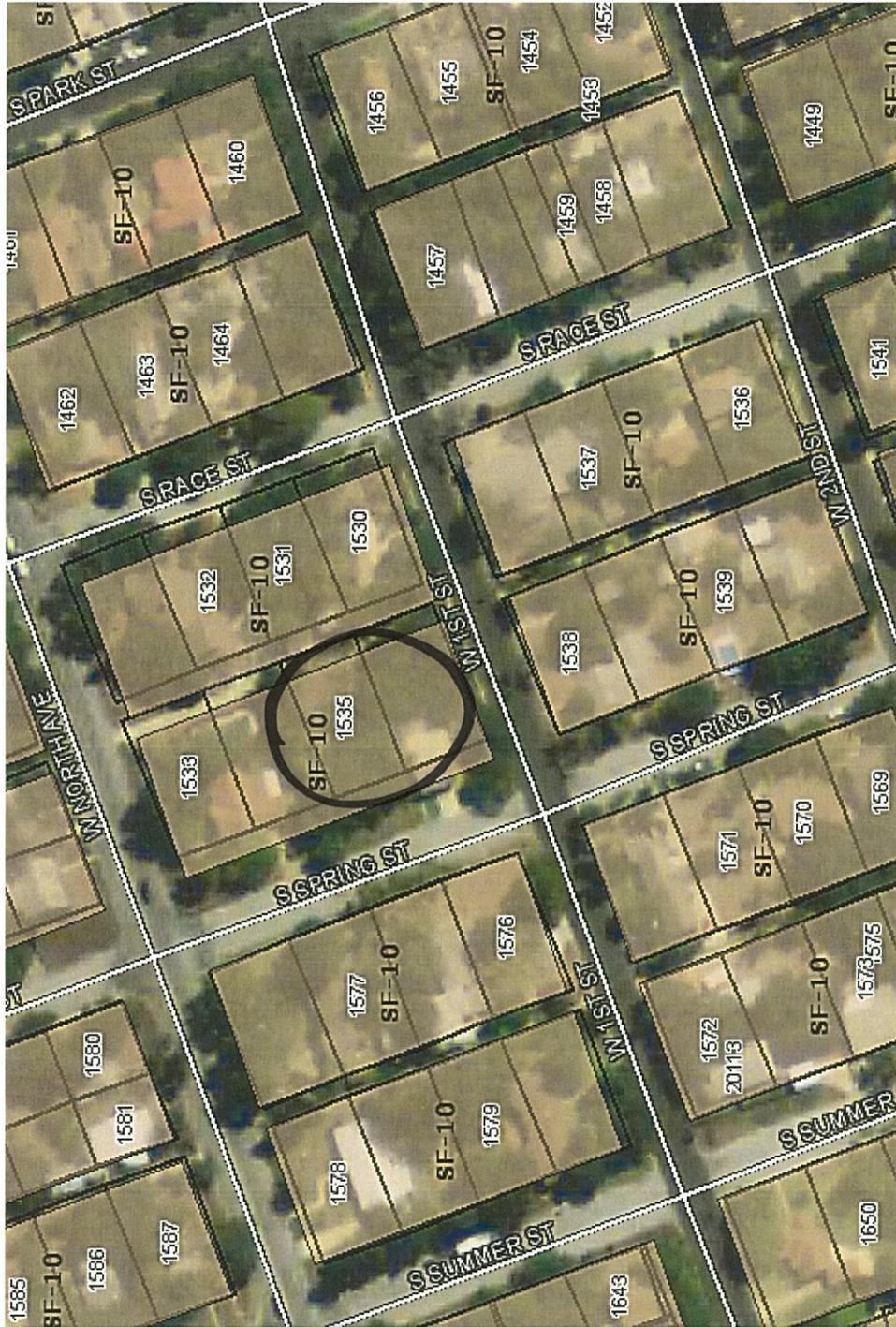
**Action 3.1.5**

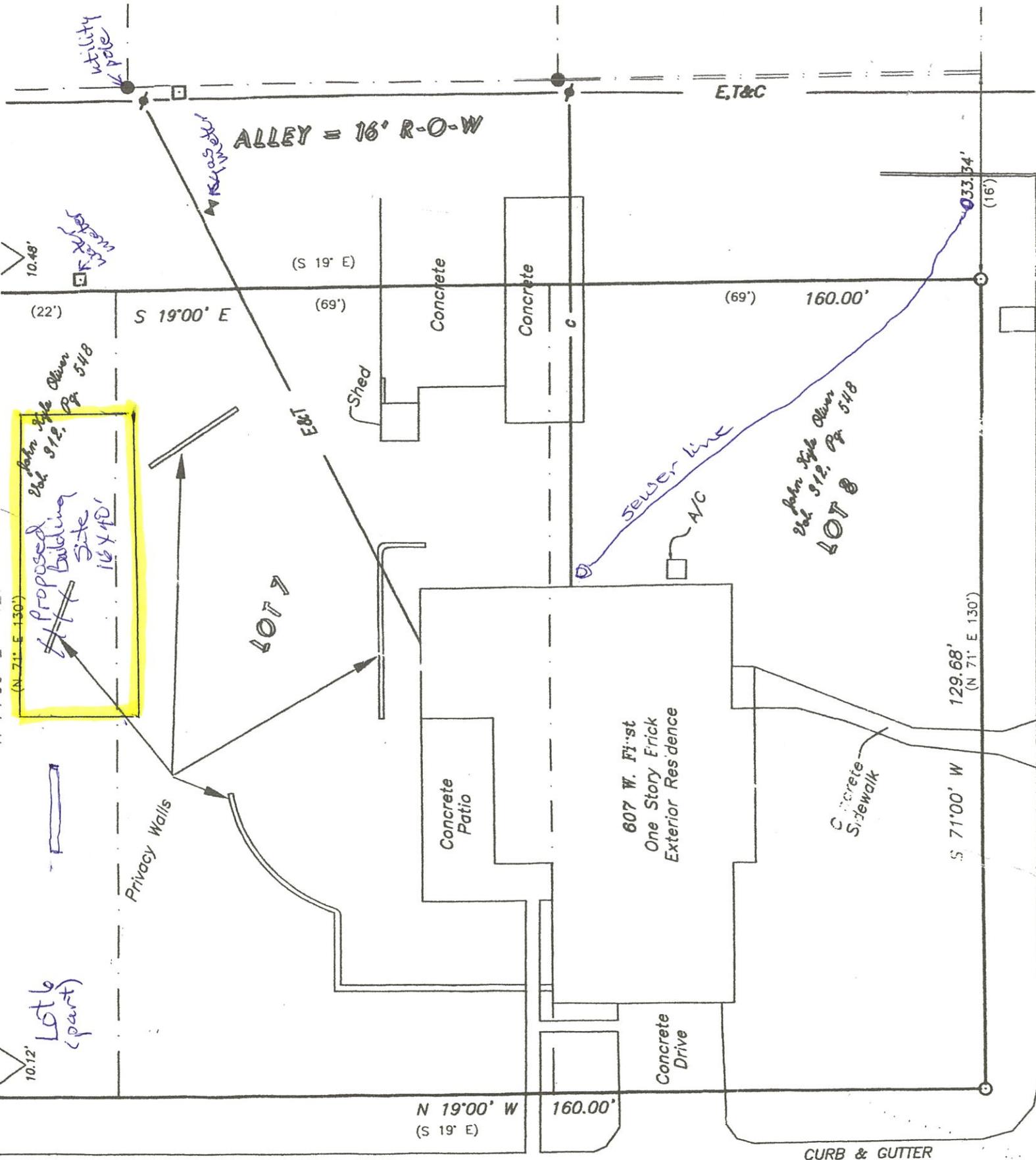
**Maintain a consistent process for codifying adopted City ordinances, and effectively communicate that process to the public.** The City’s process of codifying adopted City ordinances includes maintaining a hard copy of the City Zoning map in the Planning Department office and sending quarterly updates to Municode to provide citizens and developers with online access. It is important to consider that the pace of updates may need to speed up as more developers express an interest in the City. Staff should continue to communicate this process to citizens and developers alike, and to emphasize that they must check in both locations before proceeding with design and construction. Encouraging applicants to participate in a pre-development meeting can help ensure that all new development projects comply with the property’s current legal requirements, while ensuring that all are aware that they need to be following the same rules.



607 W.1st

Parcel 1535





# Spring Street

Jarod W Smith

RPLS1960 CAP  
 ID (NO CAP)  
 HARMON CAP  
 W. TAYLOR

WRITTEN COMMENTS FOR A ZONING CHANGE REQUEST  
(Carol Smith -SUP)

I own 601 W. North Ave, [address] in Lampasas, Texas.

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

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

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

**Please place a check mark beside your choice above and/or note any reasons or concerns you want the Board to consider in the spaces below.**

My support/objection to the request is because:

- (1) \_\_\_\_\_
- (2) \_\_\_\_\_
- (3) \_\_\_\_\_

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

Signed Vickie Kelley Date 7-27-, 2021

Vickie Elaine Kelley  
601 W North Ave  
Lampasas, TX 76550

Written Form Received by City Staff on: 7/27/21, 2021 by [Signature]

**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, July 26, 2021  
5:30 p.m. Special Session  
6:00 p.m. Regular Session**

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

**Council Members Present:**

Cathy Kuehne  
Randy Clark  
Chuck Williamson  
Zachary Morris  
Herb Pearce  
Bob Goodart

**City Staff Present:**

Finley deGraffenried, City Manager  
Becky Sims, City Secretary  
Jeffry Smith, Fire Chief  
Monica Wright, IT Director  
Jody Cummings, Assistant Police Chief  
Mandy Walsh, EDC Director

**Council Members Absent:**

N/A

**SPECIAL SESSION**

**5:30 p.m.**

**I. Call to Order Special Session**

Mayor Monroe called the Special Session to order at 5:33 p.m.

**II. Adjourn into Executive Session**

Council member Kuehne moved to adjourn into Executive Session, the motion was seconded by Mayor Pro Tem Williamson 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:

Section 551.071 (1) (A) and 551.071(2), Consultation with Attorney by telephone and/or in person concerning matters upon which the attorney has a duty and/or responsibility to report to the governmental body including but not limited to discussion regarding System Availability Water Contract and/or other matters posted on the regular agenda.

Section 551.074 (personnel matters), to deliberate the appointment, employment, evaluation, reassignment, duties of Assistant City Manager; and other personnel matters as allowed by Texas Government Code, Chapter 551

The Executive Session adjourned at 6:08 p.m.

**SPECIAL SESSION**

**III. Discussion and possible action concerning items posted and discussed by Council in Executive Session**

There was no action taken.

#### IV. Adjourn Special Session

The Special Session ended at 6:10 p.m.

Council took a 5-minute break prior to going into Regular Session.

<b>WORKSHOP SESSION</b>
-------------------------

1. Call to order Workshop Session

Mayor Monroe called the Workshop Session to order at 6:15 p.m.

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

Chief Smith provided the following updates:

- State of Texas Active Cases- 60,380
- Total hospitalized in the State of Texas- 4,626
- Total hospitalized in Trauma Service Area L-27
- Lampasas County Total Cases- 10
- 3,971 are completely vaccinated in Lampasas County

3. Discussion and presentation from Derrick Berrios, Lampasas County Higher Education (LCHEC).

Mr. Berrios, LCHEC Director provided Council an update regarding classes. With the setbacks in 2020 due to the pandemic, things have started to improve in 2021. While they lost two instructors in 2020 due to hours, they were able to hire two new instructors in 2021 to offer health classes. One is from Rollins Brook and one from Darnell Army Hospital. In 2020, 75 students had their GED classes delayed; since that time, they have been able to complete the program. Central Texas College (CTC) has not resumed in person classes at this time. Mr. Barrios has reached out to CTC to see if they can assist with rent. They haven't assisted with any funding in the past; however, will continue to seek funding. LCHEC has a partnership with Texas Workforce Center; they provide internship opportunities. They partner with the City for the annual Job Fair. They offer Allied Health Care, IT and GED classes. They have a 90% success rate with graduate of their programs being gainfully employed. They currently have over 30 kids enrolled in the College for Kids Summer Program. They also offer yoga classes free of charge twice a week. LCHEC is very grateful for the support they receive from the City of Lampasas and asking for their continued support in the amount of \$8,500.00.

4. Discussion regarding a Resolution of the City Council of the City of Lampasas approving the Resolution of the Board Members of the Lampasas Economic Development Corporation (LEDC) authorizing an Economic Development Project and a loan in the amount not to exceed \$1,500,000.00; a Sales Tax remittance agreement between the City and the Corporation resolving either matters incident and related to the loan; and the Authority of the Mayor to execute, on behalf of the City, a general certificate of the City and the Sales Tax remittance agreement.

Mandy Walsh, EDC Director presented to Council the Resolution for consideration authorizing the LEDC to move forward with a fully funded Economic Development Project. The land was purchased in 2004 and utilities were extended in 2015. In the last 18 months, Engineering and probable costs have been completed. This project includes about 35 acres. The board met on July 21, 2021 and approved the LEDC Resolution to move forward with the project. The Local Government Code requires that the governing body (City Council) authorizes Economic

Development Projects by Resolution. Ms. Walsh advised that she receives RFI's from the Governors Office on a weekly basis and until the land is ready to be developed the City is missing out on opportunities.

Mayor Monroe inquired about interested business prospects. Ms. Walsh advised that they vary from manufacturing, technology, retail and healthcare. These types of prospects will meet the zoning for the Business Park in the low to medium intensity. Council member Pearce asked about company names and how to promote Business Park. Ms. Walsh advised that the prospects are referred to as a project name/number no business name is provided, that remains confidential. There are several avenues and resources that we use currently and will continue to use that promotes the Business Park. Council member Pearce asked why now since we have had the Business Park for twenty years. Ms. Walsh advised the board is confident that the project can be funded and have the interest from developers; it's time to move forward.

Board member Talbert advised that when the land was acquired in 2004 there was only a board and no director. The time has come to develop the property. The board feels confident and fiscally responsible that the Sales Tax can cover the funding. There is no reward without risk. We have no marketable land for the business prospects that they are receiving. The timeframe including bids for the project and the installation will take about 12 months.

Steven Hudson, EDC Vice President advised that we have nothing to offer. He was part of the board in 2004 when the land was purchased. Council member Pearce asked about incentives. There is an incentive packet, where the business prospect must meet specific criteria that must include primary jobs.

Group discussion included the following:

- LEDC and Council Relationship
- Marketing
- Impact Study
- Site Selectors
- Magazines/Brochures
- Capital Investments
- Incentive Criteria
- Business Park Zoning
- Utilities
- TxDOT Permitting
- Project Timeframe

5. Discussion and presentation of the Lampasas County Chamber of Commerce & Visitor Center FY 21/22 Budget.

Melissa Unger, Chamber Director advised that the budget shows historical data for three years and the proposed data for FY 21/22. Most line items stayed the same; however, there are a few requested increases. Mrs. Unger advised Council that if they have any questions related to any of the line items she will take those now. Mayor Monroe advised Council that the Chamber is also our visitor center, the City funds 40% of expenses related to operating the visitor center. Last year the visitor center was closed for about 5 months due to the pandemic.

Council member Kuehne inquired about membership costs and benefits.

- Business- \$200.00
- Second Business- \$75.00
- Ranch- \$100.00
- Non-Profit- \$100.00
- Individual-Basic- \$50.00

The Chamber offers several benefits from networking, promotions, newsletters, support of activities etc. the complete list is available on the Chamber Website.

Council member Clark is concerned with the 3% raise at this time considering City Staff merit increases have not been determined.

Mayor Pro-Tem Williamson inquired about allocating a lump sum for events instead of Mrs. Unger having to come back to Council requesting approval for each event. Mrs. Unger advised that she already does request funding for events in her budget for operational costs; where she reports twice a year to Council; however, she requests HOT funds for each event individually. The process has been streamlined.

#### 6. Discussion regarding FY 21/22 Budget Roll-Out

Finley deGraffenried, City Manager presented the initial FY 21/22 Budget roll-out to City Council. The FY 2022 budget is based on continued, but conservative, growth in the local economy, and the stabilization of the Texas Electric Grid. The goal is to provide Council with a starting balanced budget.

*The complete presentation will be recorded with the approved minutes; however, the following were highlights from the presentation:*

#### Budget Notes;

- Projected year end will require additional Staff review and modification
- PYE impacted by resolution of ERCOT market disputes and performance of fuel hedging
- FY 2022 could be positively impacted by new funding sources related to Covid-19/Cares Act relief
- Staff encourages Council considerations for rate increases related to on-going Water/Wastewater improvements and uncertainties in wholesale electric markets
- Council is encouraged to consider incremental increases in rates to off-set tank maintenance (Hewgley and Georgetown) and WCID upgrades
- Staff Continues to review and update budget projections based on relevant and timely information
- Capital expenses generally decreased based on aggressive FY 2021 budgeting and 2016 CO implementation
- Initial FY 2022 budget incorporates some, but not all, of Council and CIP priorities
- Staff anticipates modification by Council based on review, input and prioritization
- FY 2022 preliminary budget balanced with slight surplus
- Certification of Appraisal Roll, awaiting Effective Rate determination

#### Budget Organization

- General Fund
- Proprietary/Enterprise Funds

#### Non-Operating Funds

#### Operating Funds by Major Account

#### Budget by Operating Fund

#### Budget Considerations and Assumptions

- Sales Tax budgeted less than YEP but more than FY 2021 Budget
- Ad Valorem budgeted less than YEP but more than FY 2021 Budget

- Permitting budgeted less than YEP but more than FY 2021 Budget
- Conservative approach to revenue budgeting
- Personnel and compensation budgeted at FY 2021 levels assuming full workforce. 1% increase in compensation equals approximately \$65,000.00 (*burdened*)

Inclusions

- SCADA upgrades and implementation (Water/Wastewater & Electric)
- 2 Police Patrol Vehicles
- W/WW Utility PU
- W/WW Haul Trailer
- W/WW and Electric Extensions
- Hanna Springs Pool Liner/Upgrade
- Paving
- Splitter Box repairs
- HOT Considerations
- Hostess House Scope & Procurement
- Campbell Park Pavillion
- Campbell Park Skate Park
- Wayfinding Signage and Branding

Departmental Budget Presentations will take place at a Special Called Meeting on August 2, 2021 @ 5:00 p.m.

7. Discussion regarding Council Work Session Meetings.

The Council Work Sessions will resume in September/October

8. Discussion and presentation regarding Advisory Board Annual Renewals/Vacancies.

Becky Sims, City Secretary presented board descriptions, qualifications, term expirations and absenteeism information to City Council to prepare for re-appointments and appointments to the Advisory Boards that will take place in September.

9. Discussion regarding any item on the regular agenda

There was no discussion

10. Adjourn Workshop Session

Mayor Pro-Tem Williamson moved to adjourn Workshop at 7:40 p.m., the motion was seconded by Council member Kuehne and with a unanimous vote, the motion carried.

Council took a 5-minute break before going into Regular Session

<b>REGULAR SESSION</b>
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ANNOUNCEMENTS

- A. Call to Order

Mayor Monroe called the Regular Session to order at 7:45 p.m.

B. Invocation and Pledge of Allegiance

Jody Cummings, Assistant, Police Chief, gave the invocation and the Pledge of Allegiance to the U.S. and Texas flags were recited.

C. Presentations and Proclamations

- Community Champion – Sam Saucedo was recognized as Community Champion

*For the last 3 years that I have resided in Lampasas, I've seen Sam work countless events, she volunteers her time to the Chamber and works with the Rodeo committee, she's volunteered her time to random events people need help with (parties, churches, schools, etc.), she runs the concession stands during game days, she takes pictures of the children during practices and games and shares them with family and friends, she works with the boy scouts and gets them set up for volunteer work. I see her give all of her time to our community and I personally feel she should get an award to be recognized. This community can always count on her and I know there are hundreds of other people in this community that would agree with me. Thank you.*

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

There were no citizen comments

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

2.0	<b>MINUTES</b>
2.1	Discussion and possible action concerning approval of minutes of the City Council Work Session held on July 7, 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.

2.2	Discussion and possible action concerning approval of minutes of the Regular Meeting on July 12, 2021
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Mayor Pro-Tem Williamson moved to approve the minutes as presented, the motion was seconded by Council member Kuehne and with a unanimous vote, the motion carried.

3.0	<b>CONSENT AGENDA</b>
3.1	Discussion and possible action regarding the second reading of an Ordinance amending Chapter 10, Animal Code, Article III, "Livestock" Sections 10-145 thru Sections 10-175 of the Lampasas Code of Ordinance.

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

4.0	BOARDS/DEPARTMENT REPORTS
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5.0	ROUTINE MATTERS
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5.1	City Manager's Operational Report
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City Manager deGraffenried reviewed his report:

- ACM                      I am sorry to report, that after a successful negotiation and written acceptance, the number 1 candidate for the position of Assistant City Manager has withdrawn. The candidate contacted me on the 23<sup>rd</sup> and communicated they had accepted a City Manager position in another Texas community. I have not determined next steps, however will do so based on the best, long term, benefit to the City.
- NextLink                NextLink continues to communicate well with the City regarding their fiber deployment and plan. Staff will meet their representatives on July 23<sup>rd</sup> to discuss additional creek crossings as fiber is extended south. Judge Gradel reports his office, on 2<sup>nd</sup>, is now receiving dedicated speeds up to 1 Gig down and 200 mbts up. Staff will schedule their attendance at an upcoming meeting.
- Streets                    The culvert in East Avenue H has been replaced by City crews. Staff is waiting for slightly dryer conditions before rebuilding the road, but hopefully by next week base can be installed. Staff will also be executing a Task Order for survey and design of the gutter culvert on East 2<sup>nd</sup> Street between Western and Live Oak. The small box culvert, just below the gutter line has deteriorated to the point of now undermining the roadway. Staff has also instructed our consulting engineer to commence with bidding on East Third Street rehabilitation.
- Pre-Treatment         Staff and representatives from Ajinomoto Foods North America ("AFNA") continue to communicate on the status and options for upgrades to the pre-treatment plant. Our wastewater staff has also communicated with other industrial processors using the technology proposed by AFNA's consulting engineers. Although the effectiveness was validated in at least one case, staff's time to operate and maintain was slightly more that suggested by AFNA. Staff communicated with AFNA plant staff this week who expressed desire to initiate the replacement and upgrade of on-site interceptors.
- Building Codes         Staff have begun investigating building code updates as a contributing factor in the City's ISO rating. The rating, administered by the Insurance Services Office, is an indicator of how well the City is protected by fire service. The ISO rating also takes into account the water utility, fire service capacity, and administration of building codes. Currently the City is operating under the 2012 International Building Code, the 2015 Energy Code, and the 2014 Electric Code. Staff is currently preparing a public education and communication plan regarding the upgrade that may include a town hall style meeting. Staff would appreciate any input and comment from Council before and during the process.
- Anniversaries            Staff would like to recognize the following employees who began their careers with the City of Lampasas in July: Robert Gradel, 26 years; Justin McDonald, 8 years; Wayne Sanders, 29 years; Jeffry Smith, 2 years; Nancy Roden, 4 years; Tyler Fath, 1 year; Stephen Sewell, 9 years; Jacob Rivera, 6 years.

5.2	MAYOR'S COMMENTS
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Mayor Monroe wanted to thank Council members for coming forward with questions and learning more about what the discussions were about this evening.

6.0	UNFINISHED BUSINESS
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There was no unfinished business.

7.0	NEW BUSINESS
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7.1	Discussion and possible action regarding the first reading of a Resolution of the City Council of the City of Lampasas approving the Resolution of the Board Members of the Lampasas Economic Development Corporation authorizing an Economic Development Project and a loan in the amount not to exceed \$1,500,000.00; a Sales Tax remittance agreement between the City and the Corporation resolving either matters incident and related to the loan; and the Authority of the Mayor to execute, on behalf of the City, a general certificate of the City and the Sales Tax remittance agreement.
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Mayor Pro Tem Williamson moved to approve the Resolution of the City Council of the City of Lampasas approving the Resolution of the Board Members of the Lampasas Economic Development Corporation authorizing an Economic Development Project, Council member Clark seconded the motion and with a unanimous vote the motion carried.

7.2	Discussion and acceptance of the Lampasas County Chamber of Commerce & Visitor Center FY 21/22 Budget
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Mayor Pro Tem Williamson moved to accept the Lampasas County Chamber of Commerce & Visitor Center FY 21/22 Budget, the motion was seconded by Council member Kuehne and with Council members Clark and Goodart's opposition, the motion carried.

7.3	Discussion and possible action regarding an emergency roof repair for the Lampasas Police Department.
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Council member Morris moved to approve the emergency repair by exemption of sealed bids for purchases required to deal with preserving public property when they are damaged by 'calamity.'; Council member Kuehne seconded the motion and with a unanimous vote, the motion carried.

7.4	Discussion and possible action regarding the appointment of Misti Talbert as President of the Lampasas Economic Development Board.
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Mayor Pro Tem Williamson moved to appoint Misti Talbert as the LEDC Board President, the motion was seconded by Council member Clark and with a unanimous vote, the motion carried.

7.5	Discussion and possible action regarding the appointment of Sid Ball to the Lampasas Economic Board Corporation to fill vacancy left by Charlie Pratus III.
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Council member Kuehne moved to appoint Sid Ball to the LEDC Board, the motion was seconded by Council member Morris and with a unanimous vote, the motion carried.

Council member Pearce moved to adjourn the meeting at 8:08 p.m., the motion was seconded by Mayor Pro Tem Williamson and with a unanimous vote, the motion carried.

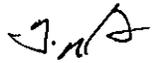
PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
TJ Monroe, Mayor

ATTEST:

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

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City Manager

ITEM NO. 3.1

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

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**Subject:**

Discussion and Possible Action regarding purchases and charges in excess of \$4,000 from July 1, 2021 to July 31, 2021

Requested By: Yvonne Moreno, Finance Director

Submitted By: Yvonne Moreno, Finance Director

Date Submitted: August 4, 2021

For the Agenda of: August 9, 2021

**Procurement and Funding Statement:**

N/A

Attachments: A/P History Check Report

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**Summary Statement:**

The Check History Report presents the detail of individual charges and amounts for all checks over \$4,000 for the period of July 1, 2021 to July 31, 2021.

**Recommendation:**

Motion to approve by consent.

VENDOR SET: 99 CITY OF LAMPASAS  
 BANK: FSB BANCORPSOUTH  
 DATE RANGE: 7/01/2021 THRU 7/31/2021

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02856	AEP ENERGY PARTNERS, INC.							
I-17521315989	JUNE AEP BILL	E	7/16/2021	78,254.81		000064		78,254.81
56260	LOWER COLORADO RIVER AUTHORITY							
I-EW16457	JUNE LCRA BILL	E	7/16/2021	495,861.57		000065		495,861.57
27050	IRS-PAYROLL TAXES							
I-T1 202107018139	FEDERAL WITHHOLDING	D	7/02/2021	18,826.07		000107		
I-T3 202107018139	FICA TAX	D	7/02/2021	26,907.52		000107		
I-T4 202107018139	MEDICARE TAX	D	7/02/2021	6,293.02		000107		52,026.61
27050	IRS-PAYROLL TAXES							
I-T1 202107168144	FEDERAL WITHHOLDING	D	7/16/2021	24,170.62		000109		
I-T3 202107168144	FICA TAX	D	7/16/2021	29,776.30		000109		
I-T4 202107168144	MEDICARE TAX	D	7/16/2021	6,963.86		000109		60,910.78
27050	IRS-PAYROLL TAXES							
I-T1 202107298146	FEDERAL WITHHOLDING	D	7/30/2021	18,697.95		000110		
I-T3 202107298146	FICA TAX	D	7/30/2021	26,740.20		000110		
I-T4 202107298146	MEDICARE TAX	D	7/30/2021	6,253.90		000110		51,692.05
02860	FUELMAN							
I-202106288138	CITY FUEL	R	7/02/2021	10,901.94		162104		10,901.94
03384	LAKE COUNTRY CHEVROLET INC							
I-F37274	2021 CHEVY 2500	R	7/02/2021	41,608.85		162115		41,608.85
52200	LAMPASAS PUBLIC UTILITIES							
I-06302021	JUNE 2021	R	7/02/2021	39,383.61		162116		39,383.61
01488	LAW OFFICES OF JO-CHRISTY BROW							
I-29852	LEGAL MATTERS	R	7/02/2021	10,290.00		162125		10,290.00
02372	M & C FONSECA CONSTRUCTION CO.							
I-NO 1 06212021	W THIRD ST. CULVERT	R	7/02/2021	91,372.50		162126		91,372.50
03436	VISTA COM							
I-6294	NEXLOG740CHANNEL BUNDLE	R	7/02/2021	8,665.00		162144		8,665.00
47585	KEMPNER WATER SUPPLY CORP							
I-05312021**	MAY WATER	R	7/02/2021	28,276.97		162146		28,276.97
17865	COLONIAL LIFE & ACCIDENT							
I-AC1202106178137	ACCIDENT INSURANCE	R	7/06/2021	186.45		162148		
I-AC2202107018139	ACCIDENT INSURANCE	R	7/06/2021	186.46		162148		
I-AC3202106178137	ACCIDENT INSURANCE	R	7/06/2021	547.50		162148		
I-AC3202107018139	ACCIDENT INSURANCE	R	7/06/2021	547.50		162148		
I-CN1202106178137	CANCER INSURANCE	R	7/06/2021	285.68		162148		

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
	I-CN2202107018139		CANCER INSURANCE	R	7/06/2021	285.69		162148
	I-HO3202106178137		HOSPITAL INCOME - PRETAX	R	7/06/2021	137.70		162148
	I-HO3202107018139		HOSPITAL INCOME - PRETAX	R	7/06/2021	137.70		162148
	I-LF3202107018139		UNIV/COL LIFE AFTER TAX	R	7/06/2021	374.48		162148
	I-LF7202106178137		NON-PRETAX LIFE INSURANCE	R	7/06/2021	374.44		162148
	I-LF8202106178137		AFTER TAX COLONIAL PRODUCTS	R	7/06/2021	857.43		162148
	I-LF8202107018139		AFTER TAX COLONIAL PRODUCTS	R	7/06/2021	857.43		162148
								4,778.46
03376			PRINCIPAL LIFE INSURANCE COMPA					
	I-202107048143		PRINCIPAL LIFE INSURANCE COMPA	R	7/06/2021	145.34		162156
	I-DN1202106178137		EMPLOYEE SHARE HEALTH INSUR	R	7/06/2021	560.00		162156
	I-DN2202107018139		EMPLOYEE SHARE HEALTH INSUR	R	7/06/2021	560.00		162156
	I-GDC202107018139		DENTAL INSURANCE PREMIUM	R	7/06/2021	716.80		162156
	I-GDE202107018139		DENTAL INSURANCE PREMIUM	R	7/06/2021	909.45		162156
	I-GDF202107018139		DENTAL INSURANCE PREMIUM	R	7/06/2021	966.80		162156
	I-GDS202107018139		DENTAL INSURANCE PREMIUM	R	7/06/2021	615.09		162156
	I-GVC202107018139		VISION INSURANCE PREMIUM	R	7/06/2021	137.20		162156
	I-GVE202107018139		VISION INSURANCE PREMIUM	R	7/06/2021	246.96		162156
	I-GVF202107018139		VISION INSURANCE PREMIUM	R	7/06/2021	168.84		162156
	I-GVS202107018139		VISION INSURANCE PREMIUM	R	7/06/2021	142.17		162156
	I-VS1202106178137		EMPLOYEE SHARE HEALTH PLAN	R	7/06/2021	74.94		162156
	I-VS2202107018139		EMPLOYEE SHARE HEALTH INSUR	R	7/06/2021	74.94		162156
								5,318.53
74775			SCOTT & WHITE HEALTH PLAN					
	I-202107048141		SCOTT & WHITE HEALTH PLAN	R	7/06/2021	4,336.79		162171
	I-CCC202107018139		HEALTH INSURANCE PREMIUM	R	7/06/2021	4,974.06		162171
	I-CCE202107018139		HEALTH INSURANCE PREMIUM	R	7/06/2021	10,273.14		162171
	I-CCF202107018139		HEALTH INSURANCE PREMIUMS	R	7/06/2021	6,212.71		162171
	I-CCS202107018139		HEALTH INSURANCE PREMIUM	R	7/06/2021	7,139.97		162171
	I-HE1202107018139		HEALTH INSURANCE PREMIUM	R	7/06/2021	9,429.20		162171
	I-HEA202106178137		EMPLOYEE SHARE HEALTH INSURANC	R	7/06/2021	10,197.43		162171
	I-HEC202107018139		EMPLOYEE SHARE HEALTH INSURANC	R	7/06/2021	10,197.43		162171
	I-HI1202107018139		CITY HEALTH INSURANCE	R	7/06/2021	14,208.26		162171
	I-HID202107018139		CITY HEALTH INSURANCE	R	7/06/2021	9,583.56		162171
	I-HIE202107018139		EMPLOYEE CITY HEALTH CONTRIB	R	7/06/2021	19,642.50		162171
								106,195.05
84250			TEXAS MUNICIPAL RETIREMENT SYS					
	I-TMR202106018134		RETIREMENT CONTRIBUTIONS	R	7/06/2021	1,430.43		162172
	I-TMR202106038136		RETIREMENT CONTRIBUTIONS	R	7/06/2021	49,582.57		162172
	I-TMR202106178137		RETIREMENT CONTRIBUTIONS	R	7/06/2021	49,977.36		162172
								100,990.36
02692			APSCO INC./BROWNWOOD PLUMBING					
	I-S1274386001		MANHOLE	R	7/09/2021	4,552.95		162190
								4,552.95

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
03438	FORTERRA PIPE & PRECAST LLC							
I-11799525	PIPE	R	7/09/2021	10,976.00		162213		
I-11799813	PIPE	R	7/09/2021	2,744.00		162213		13,720.00
00983	CHRIS OLDHAM							
I-06232021	GATE FOR DAM	R	7/09/2021	675.00		162243		
I-06232021*	GALVANIZED GRATING	R	7/09/2021	3,750.00		162243		
I-06282021	3X4 REDUCER	R	7/09/2021	675.00		162243		5,100.00
01305	PUMP MECHANICAL TECHNICAL SERV							
I-I11004298	IRRIGATION SYSTEM 580 COM	R	7/09/2021	18,839.50		162248		18,839.50
02976	WASTE CONNECTIONS							
I-1869666	COMMERCIAL SOLID WASTE	R	7/09/2021	52,913.28		162270		
I-1869667	RESIDENTIAL SOLID WASTE	R	7/09/2021	45,759.20		162270		
I-1869700	ROLL OFF EMPTY	R	7/09/2021	1,103.36		162270		
I-1869720	RECYCLE	R	7/09/2021	345.00		162270		100,120.84
02235	BOKF, NA							
I-LAMP1016CO07152021	LMP1016 CO	R	7/16/2021	97,225.00		162334		97,225.00
01555	COMMERCIAL SWIM MANAGEMENT, LLC							
I-241460	C-SERIES 10 HP PUMP	R	7/16/2021	9,096.53		162339		9,096.53
35299	HACH COMPANY							
I-12522284	AMC 5500 REAGENT 2	R	7/16/2021	170.10		162351		
I-12522456	HACH COMPANY	R	7/16/2021	1,635.46		162351		
I-12522562	AUTO SAMPLER	R	7/16/2021	5,265.14		162351		7,070.70
47585	KEMPNER WATER SUPPLY CORP							
I-06302021	DEBT PAYMENT 91-06 91-07	R	7/16/2021	19,146.97		162359		19,146.97
02754	MASTERCARD							
C-05242021	HILTON HOTELS CREDIT	R	7/16/2021	16.00CR		162377		
C-06012021	TAX REFUND FOR ORDER	R	7/16/2021	3.55CR		162377		
C-06092021	CROWN AWARDS CREDIT	R	7/16/2021	0.99CR		162377		
I-00386E	CIP LUNCH	R	7/16/2021	140.00		162377		
I-01815E	UTILITY DEPT LUNCH	R	7/16/2021	29.76		162377		
I-02177E	LEGIS. UPDATE SEMINAR	R	7/16/2021	280.00		162377		
I-02445E	CIP MEETING/BUSHES	R	7/16/2021	72.92		162377		
I-05282021	111 HOTEL STAY FOR CLASS	R	7/16/2021	526.05		162377		
I-05282021*	CERT/CHALLENGE COIN	R	7/16/2021	56.55		162377		
I-06022021	TARRANT COUNTY COLLEGE	R	7/16/2021	375.00		162377		
I-06142021	COUNCIL DINNER	R	7/16/2021	108.74		162377		
I-06282021	WEBSITE STOCK IMAGES	R	7/16/2021	29.00		162377		
I-101097097	ICC 2018 EDITIONS	R	7/16/2021	342.00		162377		
I-131661	TML - MAYOR MONROE	R	7/16/2021	195.00		162377		
I-195770	UNIDEN POLICE SCANNER	R	7/16/2021	2,117.97		162377		

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 DATE RANGE: 7/01/2021 THRU 7/31/2021

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
I-254329A	HOTEL STAY FOR SEMINAR	R	7/16/2021	268.94		162377		
I-375082455	CITY NEWSLETTER	R	7/16/2021	50.00		162377		
I-7683	UV RESISTANT SPINE LABELS	R	7/16/2021	180.17		162377		
I-DS001082961	SOFTWARE FOR SENDING FILE	R	7/16/2021	45.00		162377		
I-O 0003952829	LIFGUARD CLASS - FLETCHER	R	7/16/2021	40.00		162377		4,836.56
03127	ASJ CONSTRUCTION							
I-07162021	FLOORING/CARPET INSTALL	R	7/23/2021	7,215.00		162444		7,215.00
01201	BANK OF AMERICA NA							
I-0ADEW5S7WJ	2007 CO DEBT PAYMENT	R	7/23/2021	495,881.98		162445		495,881.98
02966	FORCE SERVICES LLC							
I-1065	GRINDER REPLACEMENT KIT	R	7/23/2021	1,143.91		162455		
I-1066	PUMP REPAIR	R	7/23/2021	5,075.25		162455		
I-1067	RENTAL PUMP	R	7/23/2021	384.00		162455		
I-1068	PUMP REPAIR	R	7/23/2021	847.32		162455		7,450.48
41003	RS EQUIPMENT COMPANY, LLC							
I-114007	PRESSURE WASHER REPAIRS	R	7/23/2021	4,471.40		162460		4,471.40
82300	TECHLINE, INC							
I-128070300	STREET LIGHTS	R	7/23/2021	8,306.25		162475		
I-128070301	STREET LIGHTS	R	7/23/2021	249.00		162475		
I-128070302	STREET LIGHTS	R	7/23/2021	1,020.00		162475		
I-128070303	STREET LIGHTS	R	7/23/2021	593.00		162475		
I-128070304	STREET LIGHTS	R	7/23/2021	616.68		162475		
I-128070305	STREET LIGHTS	R	7/23/2021	579.00		162475		
I-128070306	STREET LIGHTS	R	7/23/2021	790.00		162475		
I-128070307	STREET LIGHTS	R	7/23/2021	870.00		162475		
I-128141700	LED ACORN BULBS	R	7/23/2021	282.40		162475		
I-128153100	LED ACORN BULBS	R	7/23/2021	403.00		162475		
I-128153200	LED ACORN BULBS	R	7/23/2021	141.20		162475		
I-128162300	LED ACORN BULBS	R	7/23/2021	150.50		162475		
I-311537300	LED ACORN BULBS	R	7/23/2021	78.00		162475		
I-311539400	LED ACORN BULBS	R	7/23/2021	408.00		162475		14,487.03

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	26	1,256,996.21	0.00	1,256,996.21
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	3	164,629.44	0.00	164,629.44
EFT:	2	574,116.38	0.00	574,116.38
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 99 CITY OF LAMPASAS  
BANK: FSB BANCORPSOUTH  
DATE RANGE: 7/01/2021 THRU 7/31/2021

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
			NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT		
VENDOR SET: 99	BANK: FSB	TOTALS:	31	1,995,742.03	0.00	1,995,742.03		
BANK: FSB	TOTALS:		31	1,995,742.03	0.00	1,995,742.03		
REPORT TOTALS:			31	1,995,742.03	0.00	1,995,742.03		

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

ITEM NO. 3.2

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

**Subject:**

Discussion and possible action on the receipt of the Monthly Investment Report for June 2021.

Requested By: Yvonne Moreno, Finance Director

Submitted By: Yvonne Moreno, Finance Director

Date Submitted: August 4, 2021

For the Agenda of: August 9, 2021

**Procurement and Funding Statement:**

Attachments: Investment Report prepared by Patterson & Associates

**Summary Statement:**

The weighted average maturity of City investment is 1 day.

The City's yield to maturity is 0.171

<u>Place of Investment</u>	<u>Investment Amount</u>	<u>% of Portfolio</u>
Tex Pool/ Tex Pool Prime	\$1,923,603.64	12.15%
TexStar	\$1,628,040.29	10.28%
Bancorp South	\$8,387,583.05	52.98%
Money Market	\$3,883,974.00	24.53%
Frost Bank	\$ 8,124.29	0.05%

**Recommendation:**

Motion to approve by consent



# Monthly Investment Report

PREPARED FOR CITY OF LAMPASAS

JUNE 30, 2021



**PATTERSON  
& ASSOCIATES**

A MEEDER INVESTMENT MANAGEMENT COMPANY

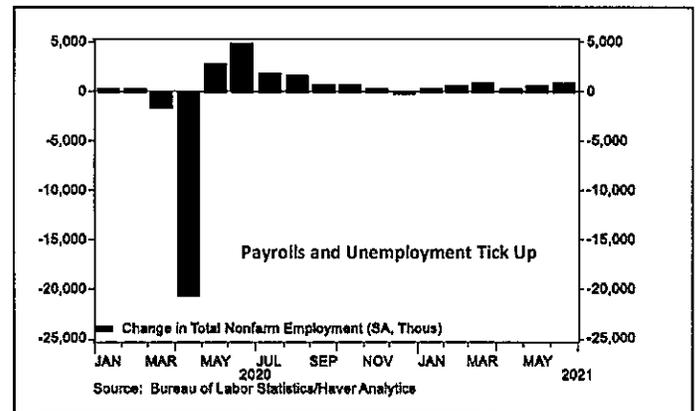
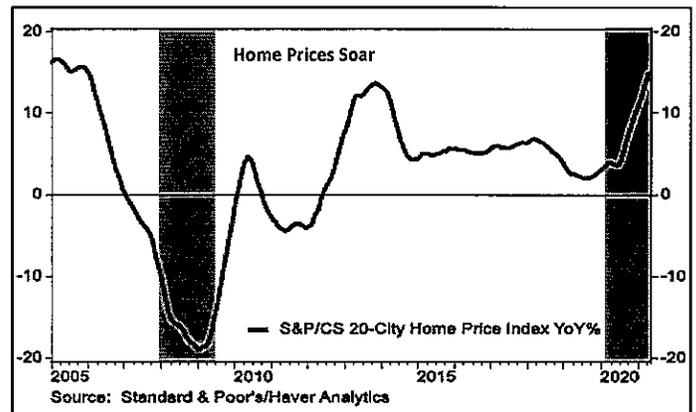
WITH YOU. FOR YOU.

# Got Inflation?

The temporary versus permanent nature of price growth and the resulting inflation remains the focal point for markets this quarter as Chair Powell acknowledged the potential of persistent inflation pressure. Production costs have moved up sharply due to supply chain disruptions but that will likely ease. Wage pressures have largely resulted from artificial policy measures disrupting the balance in labor markets which may be more permanent.

As some prices temporarily increase others will persist or emerge but all create short and long imbalances. An example would be oil which causes a jump in gas. It's a temporary rise (55% in WTI in 2021) but eventually this slows car sales, airline tickets and production costs. Another example is semi-conductors which has limited car productions. Vehicle prices rose 38% in the last year reflecting that move. Even non-processed food prices jumped but may settle in and pass on processed food later.

Inflation has been growing without a doubt but the question of its staying power affects markets and the Fed directly. Inflation definitely signals a growing economy. Manufacturing continues to slowly increase despite supply chain woes. Manufacturers have seen the biggest jump in 42 years raising their end product prices. Housing continues to amaze. The number and price of homes is at a record high largely due to migration – from urban to suburban. This appears to be a perfect storm of the imbalance of supply and demand making it a seller's market. But if the seller is moving for a job they will have difficulty in a new area thereby affecting employment.



# The Fed Grows Talons

The balance on the Fed FOMC opinions emerging from this month's meeting showed a definite hawkish tone indicating a move away from the massively accommodative stance of the last 15 months. The comments from the June FOMC meeting indicates that the Fed may be on the slow train to tapering (reducing the monthly security purchases supporting the long end of the curve). It won't come quickly though.

Even on the Committee consensus building needs time. The two sides see a move away from peak growth in GDP and inflation so there is no rush to start the process and potentially incur the wrath of another taper tantrum as seen in 2013 as the punch bowl support was removed. The dot plot, which indicates the members' rate forecasts, shows a move to much more rapid change than last month. The market expects the first hike in about 18 mos.

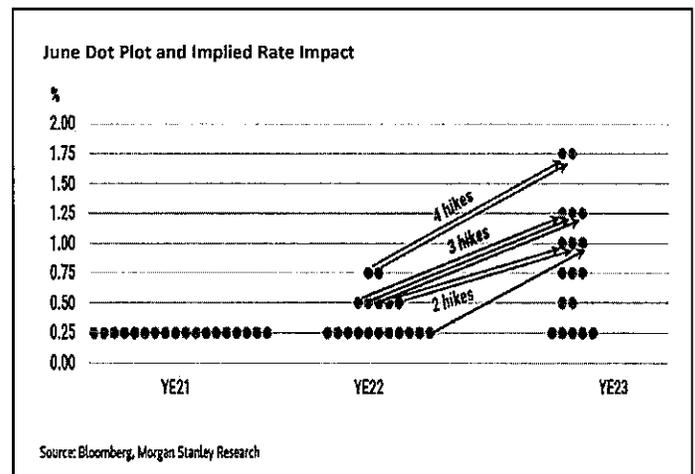
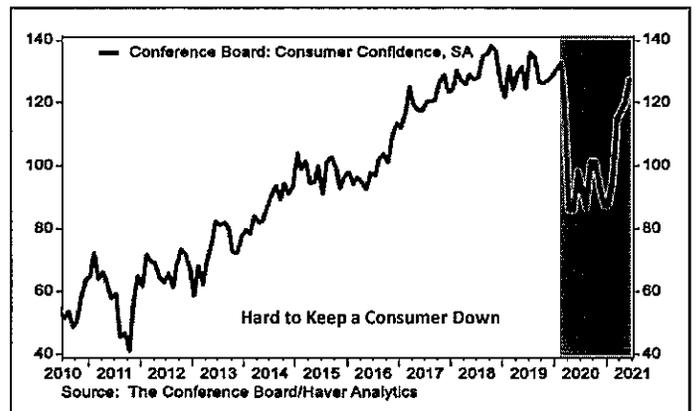
It is likely that the July meeting will have a robust discussion with some forward guidance coming in September. The biggest question and rate of hikes will hinge on whether inflation is seen as transitory or permanent.

The first step will be the tapering of longer-term security purchases. These purchases create a scarcity in the longer securities, raising prices and keeping long term rates low. Reducing that severely affects the long end of the yield curve. The Fed is not alone, globally central banks are retaining the security purchases to keep rates low.

One major change at the Fed was the increased rate on the Fed's Reverse Repo. The appetite for any increased short rates has made that 0.05% market surging (to about \$700 billion a week). Short term and cash alternatives are limited with cash continuing to increase creating this need.

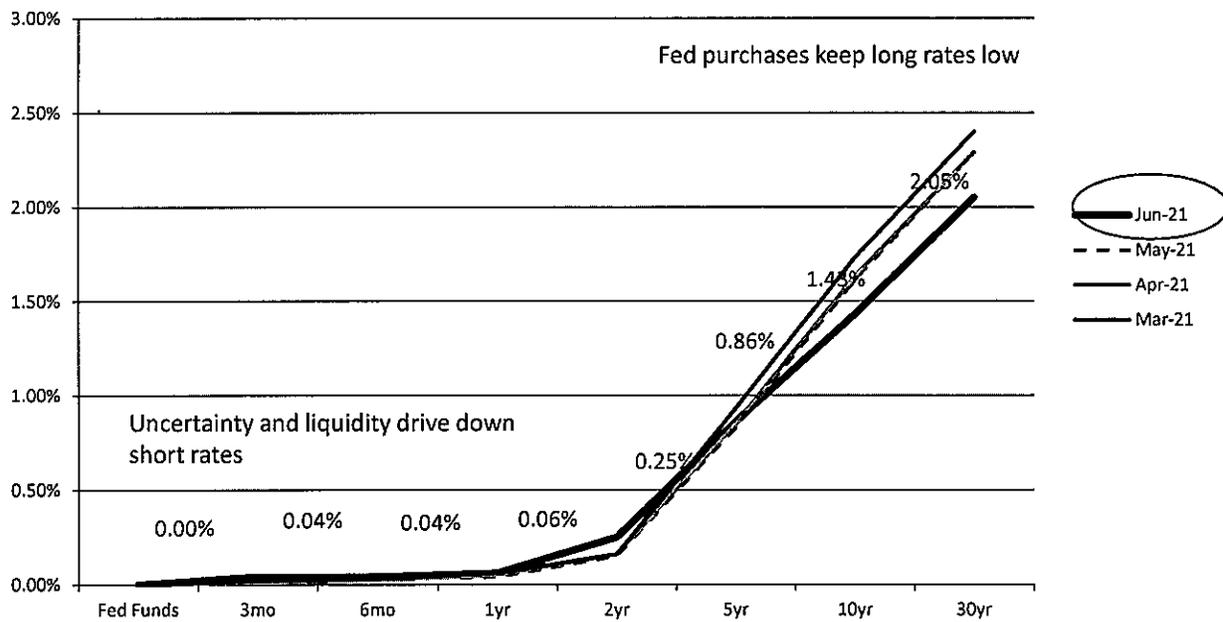
Finally, banks, though awash in cash, are turning depositors away. But they passed their latest Dodd-Frank Stress Tests with flying colors. Not a surprise after all the Fed assistance last year.

FNMA and FHLMC are not so lucky. The Court set the stage for both agencies to stay in conservatorship as full faith and credit of the US., as they have become major profit centers for the US Treasury.



# Why is the Curve Moving and Flattening?

- The curve has been flattening from 2 years to 10 years which seems to be from longer end rallies and short end selling. We have moved from the bear flattening seen previously. The effect seems the same however with rates so very low and little wiggle room.
- Short end investors remain liquid or short until some way forward is clearer and as definitive signs appear.
- The inflation narrative is being driven by the Fed speak giving recognition to higher prices bubbling into the conversation.
- At some point the Fed will begin to taper raining on the long end's long bull run.



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

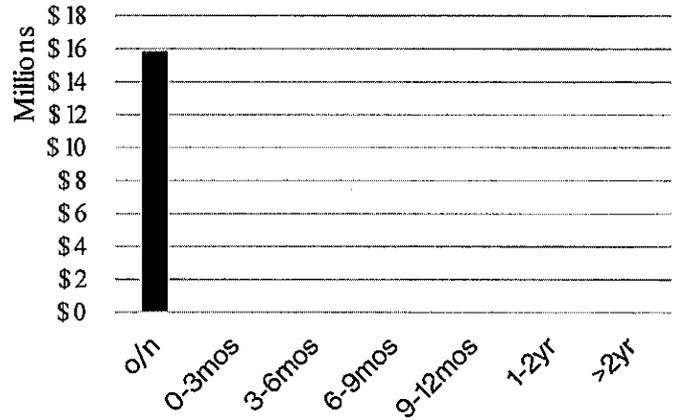
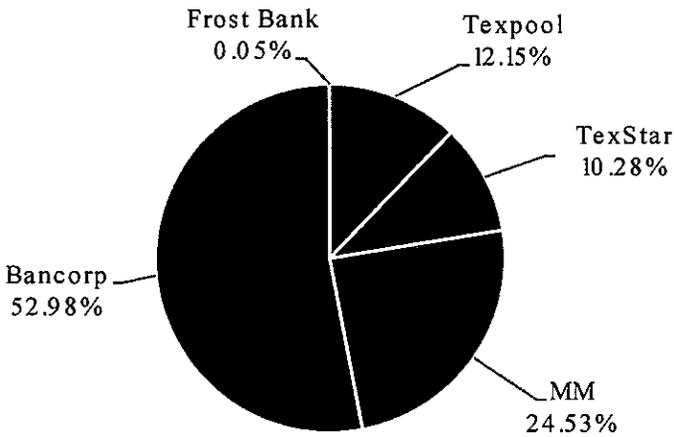
SOURCE: BLOOMBERG AS OF 6/30/2021

# Portfolio Overview

As of June 30, 2021



- P&A reviews your portfolio for optimal asset allocation and a controlled average maturity because a diversified portfolio can better adjust to volatile market conditions. Where extensions can be made in the portfolio, it is important to make them to find available safe value in the markets.
- The graphs below show asset allocations by market sector and by maturity in your portfolio. Inside of 1 year, we continue to see value in commercial paper. Our expectation is of continuing low rates, but we look for value in your authorized sectors to extend and capture the yield available as markets change.





**City of Lampasas, Texas  
Portfolio Management  
Portfolio Summary  
June 30, 2021**

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

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 365 Equiv.
Bancorp South	8,387,583.05	8,387,583.05	8,387,583.05	52.98	1	1	0.250
Texpool/Texpool Prime	1,923,603.64	1,923,603.64	1,923,603.64	12.15	1	1	0.017
TexStar	1,628,040.29	1,628,040.29	1,628,040.29	10.28	1	1	0.010
Frost Bank	8,124.29	8,124.29	8,124.29	0.05	1	1	0.000
Money Market	3,883,974.00	3,883,974.00	3,883,974.00	24.53	1	1	0.144
<b>Investments</b>	<b>15,831,325.27</b>	<b>15,831,325.27</b>	<b>15,831,325.27</b>	<b>100.00%</b>	<b>1</b>	<b>1</b>	<b>0.171</b>

Total Earnings	June 30 Month Ending	Fiscal Year To Date
Current Year	2,220.86	23,191.69

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

Yvonne Moreno, Interim Finance Director

Reporting period 06/01/2021-06/30/2021  
Data Updated: SET\_LAMP: 07/27/2021 14:34  
Run Date: 07/27/2021 - 14:34

Portfolio LAMP  
AP  
PM (PRF\_PM): 7.3.0  
Report Ver. 7.3.6.1



**City of Lampasas, Texas  
Summary by Type  
June 30, 2021  
Grouped by Fund**

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

Security Type	Number of Investments	Par Value	Book Value	% of Portfolio	Average YTM 365	Average Days to Maturity
<b>Fund: Cash</b>						
Bancorp South	3	7,348,894.60	7,348,894.60	46.42	0.250	1
Money Market	5	3,883,974.00	3,883,974.00	24.53	0.144	1
Texpool/Texpool Prime	1	1,778,860.57	1,778,860.57	11.24	0.013	1
<b>Subtotal</b>	<b>9</b>	<b>13,011,729.17</b>	<b>13,011,729.17</b>	<b>82.19</b>	<b>0.188</b>	<b>1</b>
<b>Fund: Cert. of Obligation 2016</b>						
Texpool/Texpool Prime	1	144,743.07	144,743.07	0.91	0.071	1
<b>Subtotal</b>	<b>1</b>	<b>144,743.07</b>	<b>144,743.07</b>	<b>0.91</b>	<b>0.071</b>	<b>1</b>
<b>Fund: Electric</b>						
Bancorp South	1	369,980.34	369,980.34	2.34	0.250	1
Frost Bank	1	8,124.29	8,124.29	0.05	0.000	1
TexStar	1	1,628,040.29	1,628,040.29	10.28	0.010	1
<b>Subtotal</b>	<b>3</b>	<b>2,006,144.92</b>	<b>2,006,144.92</b>	<b>12.67</b>	<b>0.054</b>	<b>1</b>
<b>Fund: LEDC</b>						
Bancorp South	2	389,199.97	389,199.97	2.46	0.250	1
<b>Subtotal</b>	<b>2</b>	<b>389,199.97</b>	<b>389,199.97</b>	<b>2.46</b>	<b>0.250</b>	<b>1</b>
<b>Fund: Seizures</b>						
Bancorp South	2	16,750.15	16,750.15	0.11	0.249	1
<b>Subtotal</b>	<b>2</b>	<b>16,750.15</b>	<b>16,750.15</b>	<b>0.11</b>	<b>0.249</b>	<b>1</b>
<b>Fund: Trust</b>						
Bancorp South	2	72,812.14	72,812.14	0.46	0.250	1
<b>Subtotal</b>	<b>2</b>	<b>72,812.14</b>	<b>72,812.14</b>	<b>0.46</b>	<b>0.250</b>	<b>1</b>
<b>Fund: Water</b>						
Bancorp South	1	189,945.85	189,945.85	1.20	0.250	1

Run Date: 07/27/2021 - 14:37

Portfolio LAMP  
AP  
ST (PRF\_ST) 7.2.0  
Report Ver. 7.3.5.1

City of Lampasas, Texas  
 Summary by Type  
 June 30, 2021  
 Grouped by Fund

<u>Security Type</u>	<u>Number of Investments</u>	<u>Par Value</u>	<u>Book Value</u>	<u>% of Portfolio</u>	<u>Average YTM 365</u>	<u>Average Days to Maturity</u>
Subtotal	1	189,945.85	189,945.85	1.20	0.250	1
<b>Total and Average</b>	<b>20</b>	<b>15,831,325.27</b>	<b>15,831,325.27</b>	<b>100.00</b>	<b>0.171</b>	<b>1</b>



**City of Lampasas, Texas  
Fund CASH - Cash  
Investments by Fund  
June 30, 2021**

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

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
<b>Bancorp South</b>										
0474	10004	Bancorp South	09/01/2014	7,318,468.32	7,318,468.32	7,318,468.32	0.250	0.246	0.250	1
3213	10006	Bancorp South	09/01/2014	409.16	409.16	409.16	0.250	0.246	0.250	1
4187	10007	Bancorp South	09/01/2014	30,017.12	30,017.12	30,017.12	0.250	0.246	0.250	1
<b>Subtotal and Average</b>				<b>7,348,894.60</b>	<b>7,348,894.60</b>	<b>7,348,894.60</b>	<b>0.247</b>	<b>0.250</b>		<b>1</b>
<b>Texpool/Texpool Prime</b>										
14103	10000	Texpool	09/01/2014	1,778,860.57	1,778,860.57	1,778,860.57	0.013	0.012	0.013	1
<b>Subtotal and Average</b>				<b>1,778,860.57</b>	<b>1,778,860.57</b>	<b>1,778,860.57</b>	<b>0.013</b>	<b>0.013</b>		<b>1</b>
<b>Money Market</b>										
5001632	10023	Austin Capital Bank MM	01/29/2015	248,399.95	248,399.95	248,399.95	0.050	0.049	0.050	1
XXXX579	10026	Business Bank of TX ICS	04/02/2015	3,148,831.70	3,148,831.70	3,148,831.70	0.150	0.147	0.150	1
XXXX561	10029	Business Bank of TX ICS	06/01/2015	486,740.35	486,740.35	486,740.35	0.150	0.147	0.150	1
4001579	10027	Business Bk Ultimate Bus M/M	05/01/2015	1.00	1.00	1.00				1
4001561	10030	Business Bk Ultimate Bus M/M	06/30/2015	1.00	1.00	1.00				1
<b>Subtotal and Average</b>				<b>3,883,974.00</b>	<b>3,883,974.00</b>	<b>3,883,974.00</b>	<b>0.142</b>	<b>0.144</b>		<b>1</b>
<b>Total Investments and Average</b>				<b>13,011,729.17</b>	<b>13,011,729.17</b>	<b>13,011,729.17</b>	<b>0.183</b>	<b>0.186</b>		<b>1</b>

Run Date: 07/27/2021 - 14:20

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

**Fund CERTS16 - Cert. of Obligation 2016  
Investments by Fund  
June 30, 2021**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
<b>Texpool/Texpool Prime</b>										
14103A	10041	Texpool Prime	11/08/2016	144,743.07	144,743.07	144,743.07	0.071	0.069	0.070	1
<b>Subtotal and Average</b>				<b>144,743.07</b>	<b>144,743.07</b>	<b>144,743.07</b>	<b>0.070</b>	<b>0.071</b>		<b>1</b>
<b>Total Investments and Average</b>				<b>144,743.07</b>	<b>144,743.07</b>	<b>144,743.07</b>	<b>0.070</b>	<b>0.071</b>		<b>1</b>

**Fund ELEC - Electric  
Investments by Fund  
June 30, 2021**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
<b>Bancorp South</b>										
0672	10005	Bancorp South	09/01/2014	369,980.34	369,980.34	369,980.34	0.250	0.246	0.250	1
<b>Subtotal and Average</b>				<b>369,980.34</b>	<b>369,980.34</b>	<b>369,980.34</b>		<b>0.247</b>	<b>0.250</b>	<b>1</b>
<b>TexStar</b>										
17390	10001	TexStar	09/01/2014	1,628,040.29	1,628,040.29	1,628,040.29	0.010	0.009	0.010	1
<b>Subtotal and Average</b>				<b>1,628,040.29</b>	<b>1,628,040.29</b>	<b>1,628,040.29</b>		<b>0.010</b>	<b>0.010</b>	<b>1</b>
<b>Frost Bank</b>										
1732110	10022	Frost Bank Public Checking	01/20/2015	8,124.29	8,124.29	8,124.29				1
<b>Subtotal and Average</b>				<b>8,124.29</b>	<b>8,124.29</b>	<b>8,124.29</b>		<b>0.000</b>	<b>0.000</b>	<b>1</b>
<b>Total Investments and Average</b>				<b>2,006,144.92</b>	<b>2,006,144.92</b>	<b>2,006,144.92</b>		<b>0.053</b>	<b>0.054</b>	<b>1</b>

Fund LEDC - LEDC  
Investments by Fund  
June 30, 2021

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
<b>Bancorp South</b>										
1092	10002	Bancorp South	09/01/2014	386,604.11	386,604.11	386,604.11	0.250	0.246	0.250	1
2363	10003	Bancorp South	09/01/2014	2,595.86	2,595.86	2,595.86	0.250	0.246	0.250	1
<b>Subtotal and Average</b>				<b>389,199.97</b>	<b>389,199.97</b>	<b>389,199.97</b>	<b>0.247</b>	<b>0.250</b>		<b>1</b>
<b>Total Investments and Average</b>				<b>389,199.97</b>	<b>389,199.97</b>	<b>389,199.97</b>	<b>0.247</b>	<b>0.250</b>		<b>1</b>

**Fund SEIZ - Seizures  
Investments by Fund  
June 30, 2021**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
<b>Bancorp South</b>										
0763	10008	Bancorp South	09/01/2014	16,714.09	16,714.09	16,714.09	0.250	0.246	0.250	1
1999	10009	Bancorp South	09/01/2014	36.06	36.06	36.06				1
<b>Subtotal and Average</b>				<b>16,750.15</b>	<b>16,750.15</b>	<b>16,750.15</b>		<b>0.248</b>	<b>0.248</b>	<b>1</b>
<b>Total Investments and Average</b>				<b>16,750.15</b>	<b>16,750.15</b>	<b>16,750.15</b>		<b>0.248</b>	<b>0.248</b>	<b>1</b>

Fund TRUST - Trust  
Investments by Fund  
June 30, 2021

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
<b>Bancorp South</b>										
6349	10010	Bancorp South	09/01/2014	43,149.71	43,149.71	43,149.71	0.250	0.246	0.250	1
6348	10011	Bancorp South	09/01/2014	29,662.43	29,662.43	29,662.43	0.250	0.246	0.250	1
<b>Subtotal and Average</b>				<b>72,812.14</b>	<b>72,812.14</b>	<b>72,812.14</b>	<b>0.247</b>	<b>0.250</b>		<b>1</b>
<b>Total Investments and Average</b>				<b>72,812.14</b>	<b>72,812.14</b>	<b>72,812.14</b>	<b>0.247</b>	<b>0.250</b>		<b>1</b>

**Fund WATER - Water  
Investments by Fund  
June 30, 2021**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
<b>Bancorp South</b>										
1639	10012	Bancorp South	09/01/2014	189,945.85	189,945.85	189,945.85	0.250	0.246	0.250	1
<b>Subtotal and Average</b>				<b>189,945.85</b>	<b>189,945.85</b>	<b>189,945.85</b>		<b>0.247</b>	<b>0.250</b>	<b>1</b>
<b>Total Investments and Average</b>				<b>189,945.85</b>	<b>189,945.85</b>	<b>189,945.85</b>		<b>0.247</b>	<b>0.250</b>	<b>1</b>



**PATTERSON  
& ASSOCIATES**  
A HEDGER INVESTMENT MANAGEMENT COMPANY

**City of Lampasas, Texas  
Interest Earnings  
Sorted by Fund - Fund  
June 1, 2021 - June 30, 2021  
Yield on Average Book Value**

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

CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Average Book Value	Maturity Date	Current Rate	Annualized Yield	Adjusted Interest Earnings			
										Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings	
<b>Fund: Cash</b>													
14103	10000	CASH	RR2	1,778,860.57	1,778,841.52	1,778,842.16		0.013	0.013	19.05	0.00	19.05	
5001632	10023	CASH	RR5	248,399.95	248,389.74	248,390.08		0.050	0.050	10.21	0.00	10.21	
XXXX579	10026	CASH	RR5	3,148,831.70	3,148,443.52	3,148,456.46		0.150	0.150	388.18	0.00	388.18	
XXXX561	10029	CASH	RR5	486,740.35	486,680.35	486,682.35		0.150	0.150	60.00	0.00	60.00	
4001561	10030	CASH	RR5	1.00	1.00	1.00				0.00	0.00	0.00	
4001579	10027	CASH	RR5	1.00	1.00	1.00				0.00	0.00	0.00	
0474	10004	CASH	RRP	7,318,468.32	7,261,623.19	7,263,518.03		0.250	0.251	1,500.07	0.00	1,500.07	
3213	10006	CASH	RRP	409.16	409.08	409.08		0.250	0.238	0.08	0.00	0.08	
4187	10007	CASH	RRP	30,017.12	29,311.34	29,470.14		0.250	0.250	6.06	0.00	6.06	
			<b>Subtotal</b>	<b>13,011,729.17</b>	<b>12,953,700.74</b>	<b>12,955,770.30</b>				<b>0.186</b>	<b>1,983.65</b>	<b>0.00</b>	<b>1,983.65</b>
<b>Fund: Cert. of Obligation 2016</b>													
14103A	10041	CERTS16	RR2	144,743.07	144,734.63	144,734.91		0.071	0.071	8.44	0.00	8.44	
			<b>Subtotal</b>	<b>144,743.07</b>	<b>144,734.63</b>	<b>144,734.91</b>				<b>0.071</b>	<b>8.44</b>	<b>0.00</b>	<b>8.44</b>
<b>Fund: Electric</b>													
17390	10001	ELEC	RR3	1,628,040.29	1,628,026.83	1,628,027.28		0.010	0.010	13.46	0.00	13.46	
1732110	10022	ELEC	RR4	8,124.29	8,128.71	8,126.50				0.00	0.00	0.00	
0672	10005	ELEC	RRP	369,980.34	367,859.52	369,015.05		0.250	0.250	75.82	0.00	75.82	
			<b>Subtotal</b>	<b>2,006,144.92</b>	<b>2,004,015.06</b>	<b>2,005,168.83</b>				<b>0.054</b>	<b>89.28</b>	<b>0.00</b>	<b>89.28</b>
<b>Fund: LEDC</b>													
2363	10003	LEDC	RRP	2,595.86	2,595.33	2,595.35		0.250	0.248	0.53	0.00	0.53	
1092	10002	LEDC	RRP	396,604.11	408,728.19	399,296.86		0.250	0.250	82.05	0.00	82.05	
			<b>Subtotal</b>	<b>399,199.97</b>	<b>411,323.52</b>	<b>401,892.21</b>				<b>0.250</b>	<b>82.58</b>	<b>0.00</b>	<b>82.58</b>
<b>Fund: Seizures</b>													
1999	10009	SEIZ	RRP	36.06	36.06	36.06				0.00	0.00	0.00	
0763	10008	SEIZ	RRP	16,714.09	13,308.14	14,699.89		0.250	0.250	3.02	0.00	3.02	

Run Date: 07/27/2021 - 14:21

Portfolio LAMP  
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Report Ver. 7.3.6.1

City of Lampasas, Texas  
Interest Earnings  
June 1, 2021 - June 30, 2021

CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Average Book Value	Maturity Date	Current Rate	Adjusted Interest Earnings			
									Annualized Yield	Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings
<b>Subtotal</b>				<b>18,750.15</b>	<b>13,344.20</b>	<b>14,735.95</b>			<b>0.249</b>	<b>3.02</b>	<b>0.00</b>	<b>3.02</b>
<b>Fund: Trust</b>												
6348	10011	TRUST	RRP	29,662.43	29,656.34	29,656.54		0.250	0.250	6.09	0.00	6.09
6349	10010	TRUST	RRP	43,149.71	43,140.85	43,141.15		0.250	0.250	8.86	0.00	8.86
<b>Subtotal</b>				<b>72,812.14</b>	<b>72,797.19</b>	<b>72,797.69</b>			<b>0.250</b>	<b>14.95</b>	<b>0.00</b>	<b>14.95</b>
<b>Fund: Water</b>												
1639	10012	WATER	RRP	189,945.85	188,856.91	189,515.71		0.250	0.250	38.94	0.00	38.94
<b>Subtotal</b>				<b>189,945.85</b>	<b>188,856.91</b>	<b>189,515.71</b>			<b>0.250</b>	<b>38.94</b>	<b>0.00</b>	<b>38.94</b>
<b>Total</b>				<b>15,831,325.27</b>	<b>15,788,772.25</b>	<b>15,764,815.69</b>			<b>0.171</b>	<b>2,220.86</b>	<b>0.00</b>	<b>2,220.86</b>

## Disclosure



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Austin, TX 78746  
800.817.2442

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## City of Lampasas

## M E M O

To: Mayor and City Council  
From: Finley deGraffenried  
Re: Manager's Report  
Date: 6 August 2021

- TPPA Staff attended the recent Texas Public Power Association ("TPPA") meeting in San Antonio last week and received briefings from Electric Reliability Council of Texas ("ERCOT"), the Public Utility Commission of Texas ("PUC") and other Municipal Owned Utilities ("MOU"). The PUC will be undertaking approximately 30 rule making processes based on the State Legislature. Many of the statutes enacted relate to generation reliability and weatherization, and securing debt incurred in the February winter storm. Not only will the PUC be responsible for ensuring compliance, the State has also provided a hammer in the form of substantial fines. ERCOT, the State's grid operator, also provided input on a 60-point roadmap for improving reliability. The roadmap does come with a double edge. The market may have to absorb additional costs of hedging and procurement of increased responsive and non-spinning reserve. Additionally, a number of updates were provided about the position of public power in not only Texas but also how it is represented in D.C.
- I-14 Council may have seen recent coverage of the progress of the I-14 project in the press. It appears the project is gaining additional momentum, not only to various parts, but also in Central Texas. The new attention is likely due to increasing growth and traffic, and could be related to TxDOT's recent attention to the Highway 281 corridor as a north-south relief route. Coincidentally, staff did talk with the Brownwood District, District Engineer this week who confirmed plans are progressing not only for the I-14 expansion and, as Council may remember, to conduct a feasibility study for a relief route for the City of Lampasas. TxDOT has currently curtailed all in person, non-critical, meetings, but Elias did say he would be happy to come down for a briefing in the future.
- Pools With the start of school, Hanna Springs pool has closed for the season. The City is fortunate, however, to maintain a weekend schedule at Hancock Free Flow pool. The pool will attract a regional draw as long as it can remain open.
- TML Training Staff takes the opportunity to thank newly elected Council members, Zac Morris and Herb Pearce, along with Mayor Monroe, for attending the Texas Municipal League *Newly Elected* orientation and training. Council members who are interested in other training opportunities should contact the City Secretary who can assist with registration and accommodations.



# Gulf Coast Strategic Highway Coalition

*Connecting Military Facilities to Each Other and to Strategic Deployment Seaports  
Linking Energy Producing Regions to Coastal Terminals and Industry*

MEDIA RELEASE

August 4, 2021

## Senate Advances Five-State Interstate 14 Designation

WASHINGTON – The U.S. Senate has unanimously approved an amendment to the pending Bipartisan Infrastructure Package expanding the congressional designation of Interstate 14 on a corridor across Texas, Louisiana, Mississippi, Alabama and Georgia.

The amendment was offered jointly by Senator Ted Cruz of Texas and Senator Raphael Warnock of Georgia. The full I-14 congressional designation was supported by all 10 senators along the corridor which runs from Midland-Odessa, Texas to Augusta, Georgia. The designation was approved earlier in the U.S. House and has the support of every House member whose district is on the I-14 route.

“We expect that the Senate infrastructure package will be voted on soon and sent to the House for consideration. It appears the momentum is in place to get this passed and signed by the President,” said John Thompson, chairman of the I-14/Gulf Coast Strategic Highway Coalition which has been building grassroots support for I-14 over the past decade.

In Texas the I-14 corridor runs from Midland-Odessa to San Angelo, Killeen-Fort Hood, Bryan-College Station, Livingston, Woodville and Jasper. Moving east the designated I-14 corridor connects Fort Polk-Leesville, Alexandria-Pineville, Louisiana; Natchez and Laurel, Mississippi; Selma and Montgomery, Alabama; and Columbus, Macon and Augusta, Georgia. Four spur interstate routes connect future I-14 to I-10 in Texas and Mississippi. The designation includes an interstate loop at Bryan-College Station.

“I applaud my Senate colleagues for supporting this bipartisan amendment to designate future Interstate-14 across Texas, Louisiana, Mississippi, Alabama and Georgia, so we can begin the necessary work to upgrade this road system and connect strategic military installations across our states,” said Senator Cruz. “I am grateful to Sen. Warnock for joining me in leading this effort to ensure Texans and Georgians have the crucial infrastructure they deserve and reap the benefits of the economic development and growth that come along with it.”

Senator Warnock said that he is proud to have worked together with Senator Cruz to win Senate approval. “This planned route would connect military installations across Georgia and drive economic opportunities to our rural communities,” he said.

“The I-14 corridor will cover more than 1,300 miles. Congressional authority for new interstate highways of this length are very rare,” said Coalition Chairman Thompson. “The leadership provided by Senators Cruz and Warnock and our other senators was essential to this major step in advancing Interstate 14 as a future corridor for handling freight movement, military facility connectivity, coastal evacuation and sparking economic development.”

Thompson offered his special thanks to Congressman Brian Babin of Texas who has been the lead sponsor in the House of I-14 designation legislation over a period of several years.

Thompson also thanked local community leaders across the five states for their persistent efforts to build and maintain state and local support for the new interstate corridor. Their efforts were responsible for gathering the written support from state departments of transportation and regional transportation planning agencies that was required by congressional committees dealing with the proposed I-14 designation.

He noted that this authorization is only the first step in a decades-long process of building out I-14. Supporters must now shift to working to win funding for planning and construction of projects on the corridor, work that must be done with Congress, the U.S. Department of Transportation and the departments of transportation in each of the states along the I-14 corridor which are responsible for building highway infrastructure, he said.



In 2015, Congress designated the Central Texas Corridor as future Interstate 14. The first 25-mile section of the Interstate 14 highway – connecting Fort Hood and Killeen to Interstate 35 at Belton – was added to the Interstate Highway System in 2017.

Thompson pointed out that completing the interstate linkage between a dozen military facilities across five states will add to the military value of each of these installations.

Upgrading existing highways and spurs will provide greater freight movement efficiency in each state and nationally. It will add much needed additional roadway capacity parallel to I-10 and I-20 across each of the five states.

I-14 will also provide important natural disaster evacuation capacity along the Gulf Coast and a high elevation alternative to I-10 which is periodically damaged and out of service by hurricanes, flooding and maritime events.

The I-14 corridor in almost all cases follows and would be an upgrade of existing highways. Starting in West Texas the corridor follows SH 158 and US 87 from Midland to San Angelo and Brady then runs east on US 190 to tie into the existing section of I-14 at Killeen. It then generally follows US 190 to East Texas, crossing the Sabine River near Fort Polk at Leesville, LA. In Louisiana the corridor generally follows LA 28 connecting Leesville, Alexandria and Vidalia. In Mississippi the corridor starts at Natchez and runs east following US 84 to Laurel. It runs concurrently on I-59 to Meridian and then generally follows US 80 to Montgomery, Alabama, Columbus, Georgia, and Fort Benning. From there it follows existing routes to Warner Robins, Macon, Fort Gordon and Augusta. Spur routes connect to I-10 in West Texas, at Beaumont, Texas, and at Gulfport, Mississippi. (See attached graphic).

-30-

For information contact: Don Rodman, I-14 Coalition – 361-877-0409; [don@therodmanco.com](mailto:don@therodmanco.com)

**About the Coalition** – The I-14/Gulf Coast Strategic Highway Coalition is made up of cities, counties, local authorities and economic development organizations. The Coalition has been working for more than a decade in support of highway upgrades that enhance economic development opportunities, create new freight movement capacity and improve access between major U.S. military installations and the strategic deployment seaports that support them.

**Contacts:**

John Thompson, Board Chairman - (936) 328-6444; [zimmercreekconsultantsllc@gmail.com](mailto:zimmercreekconsultantsllc@gmail.com)

Larry Meyers, Coalition Washington Representative – (202) 484-2773;

[LMeyers@hslawmail.com](mailto:LMeyers@hslawmail.com)

(See Coalition Board List Below)

**Coalition Board Members 2021:**

John Thompson	Former County Judge, Polk County, <i>Board Chairman</i>
Stephen C. Floyd	County Judge, Tom Green County - <i>Board Secretary-Treasurer</i>
Duane Peters	County Judge, Brazos County – <i>Board Vice Chair</i>
David Blackburn	County Judge, Bell County – <i>Board Vice Chair</i>
Malcolm Morris	Vernon Parish Police Jury, Leesville, LA – <i>Board Vice Chair</i>
Chandler Russ	Southwest Mississippi Partnership – <i>Board Vice Chair</i>
Guy Andrews	Executive Director, Natchez, Inc. Economic Development
Mark Allen	Director of Economic Development, City of San Angelo
Jeff Branick	County Judge, Jasper County
James Beauchamp	County Judge, Jefferson County
Jacques Blanchette	President, MOTRAN Alliance (Midland-Odessa)
Edward Carrasco	County Judge, Tyler County
Adrian Cannady	Board Member, City of San Angelo Development Corp.
Richard Clower	President, Temple Economic Development Corp.
John Crutchfield	Jasper County Economic Development Corp./City of Jasper
Tim Davis	President/CEO, Greater Killeen Chamber of Commerce
Dustin Fawcett	Mayor, City of Temple
Chris Fisher	Vice President, MOTRAN Alliance
Brenda Gunter	Executive Director, Port of Beaumont
Billy Hamilton	Mayor, City of San Angelo
Bill Harris	Texas A&M University – College Station
Karl Mooney	Mayor, City of Cameron
Andrew Nelson	Mayor, City of College Station
Tommy Overstreet	Mayor, City of Bryan
Deborah Randolph	County Commissioner, Polk County
Michael Reese	President, Central Louisiana Regional Chamber of Commerce
Keith Sledd	State Senator and Fort Polk Progress, Leesville, LA
Sean Strawbridge	President, Heart of Texas Defense Alliance – Killeen/Fort Hood
Ronnie Thomas	CEO, Port of Corpus Christi Authority
Kenneth Weeks	Council Member, Alabama-Coushatta Tribe of Texas
Steve Young	County Judge, Newton County
	County Judge, Milam County

# Five-State Expansion of the Congressionally Designated Interstate 14 Corridor Midland-Odessa, Texas to Augusta, Georgia



*Δ. n.b.*

City Manager

ITEM NO. 7.1

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

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**Subject:**

Discuss and consider the selection of winner of website photo contest entry.

Requested By: Monica Wright, Director of Information Systems

Submitted By: Monica Wright, Director of Information Systems

Date Submitted: August 2, 2021

For the Agenda of: August 9, 2021

**Procurement and Funding Statement:**

N/A

Attachments: July Photo Entries

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**Summary Statement:**

The City of Lampasas has engaged the Community to submit photos taken within the City Limits to be considered as a winner of a unique City of Lampasas gift for more than 15 years. This is an opportunity for citizens to capture various City buildings, beautiful landscaping, community events, or historical places to highlight our small town with lots of charm. The monthly winner is chosen by the City Council of the City of Lampasas each month. We look forward to the entries each month and spotlight their photos on the City website and City Facebook page. For the month of February, we received ten entries.

Photo contest rules can be found on the City's website:

<https://www.lampasas.org/245/Photo-Contest>

Photo contest gallery of photos can be found on the City's website:

<https://www.lampasas.org/gallery.aspx?AID=5>

**Recommendation:**

To consider a motion to select one of the entries as this month's winner.

## Entry 1

Jacob Hummer

[Jacob.hummer09@gmail.com](mailto:Jacob.hummer09@gmail.com)

“Promise” was taken at the Lampasas Police Department looking northeast in Lampasas, TX.



## Entry 2

Michelle Collins  
[collinsm@lisdtx.org](mailto:collinsm@lisdtx.org)

“Town Square” was taken at the courthouse in Lampasas, TX.



### Entry 3

Elizabeth Pekins  
[epekins@yahoo.com](mailto:epekins@yahoo.com)

“Small Town Spirit” was taken at the Huling Cottage on 205 East 2<sup>nd</sup> Street in Lampasas, TX.



## Entry 4

Candice Goggans

[Candicemarieg30@gmail.com](mailto:Candicemarieg30@gmail.com)

“Cheers to 50 Years” was taken at W.M. Brook Park in Lampasas, TX.



## Entry 5

Rachel Gill

[Rachelkgill@me.com](mailto:Rachelkgill@me.com)

“Beautiful Glow of Hancock Springs” was taken at the Hostess House and Hancock Springs Pool in Lampasas, TX.



## Entry 6

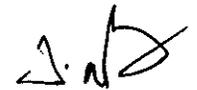
Lisa Carnley

[Sahara1960@hotmail.com](mailto:Sahara1960@hotmail.com)

“Grandsons Enjoying the Park” was taken at W.M. Brook Park in Lampasas, TX.



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City Manager

ITEM NO. 7.2

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

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**Subject:**

Discussion and possible action regarding request from the Lampasas County Chamber of Commerce for Hotel Occupancy Tax funds in the amount of \$2,260.24 for event expenses related to the Lampasas Beer Barn LTX BBQ Fest on September 10-11, 2021.

Requested By: Melissa Unger, Chamber Executive Director

Submitted By: Mandy Walsh, Economic Development Director

Date Submitted: August 2, 2021

For the Agenda of: August 9, 2021

**Procurement and Funding Statement:**

Funds are available in HOT Fund 40 in the City of Lampasas FY 2020/2021 Budget.

Attachments: HOT Fund Request Form

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**Summary Statement:**

The attached request is eligible for HOT funding. The event has been most recently funded in 2020 in the amount of \$1,908.74. The funds requested will be used to advertise and promote the event; bringing tourists to Lampasas. Funding costs will cover, but not limited to, operational needs, sanctioning fees and entertainment. The costs needed to acquire the sanctioning body for this event are necessary to attract cooks looking to earn points on the circuit. Melissa Unger will be in attendance to present her intent for funding for this event and answer any questions/concerns.

**Recommendation:**

Staff recommends approval of HOT funds in the amount of \$2,260.24.

## **HOTEL OCCUPANCY TAX USE GUIDELINES UNDER TEXAS STATE LAW AND FUNDING APPLICATION FORM**

**State Law:** By law of the State of Texas, the City of Lampasas collects a Hotel Occupancy Tax (HOT) from hotels, motels, and bed & breakfasts and inns. Per Chapter 351, Texas Tax Code, There is a two part test that every expenditure must pass to be valid.

1. The expenditure must directly enhance and promote tourism and the convention and hotel industry.
2. The expenditure must clearly fit into one of the seven statutory categories for expenditure of local hotel occupancy tax revenues:
  - i) **Convention Centers and Visitor Information Centers**
  - ii) **Registration of Convention Delegates**
  - iii) **Advertising, Solicitations and Promotions that Directly Promote Tourism and the Hotel and Convention Industry**
  - iv) **Promotions of the Arts that Directly Promote Tourism and the Hotel and Convention Industry**
  - v) **Historical Restoration and Preservation Activities that Directly Promote Tourism and the Hotel and Convention Industry**
  - vi) **Sporting Event Expenses that Substantially Increase Economic Activity at Hotels**
  - vii) **Enhancement and upgrading of existing sport facilities or fields**

**City Policy:** The City of Lampasas accepts applications from groups, businesses and organizations whose program fits into one or more of the above categories. All requests for funds should be submitted in writing accompanied by the official application at least 60 days prior to the event or request for funds. The application will be reviewed by the Lampasas City Council at the earliest possible regularly scheduled meeting. The applicant may be asked to be present at the meeting to answer any questions regarding the application. Applicants will be notified one week prior to the meeting of the time and place for the review. The Lampasas City Council will make the final decision regarding any requests for Hotel Occupancy Tax expenditures.

**Eligibility and Priority for Hotel Tax Funds:** Priority will be given to those events and entities based on their ability to generate overnight visitors to Lampasas. If an event will not generate any meaningful hotel night activity, it is not eligible for receipt of hotel occupancy tax funds. Events can prove this potential to generate overnight visitors by:

- a) **historic information on the number of room nights used during previous years of the same events;**
- b) **current information on the size of a room block that has been reserved at area hotels to accommodate anticipated overnight guests attending the event requesting hotel tax funds;**
- c) **historical information on the number of guests at hotel or other lodging facilities that attended the funded event or facility; and/or**
- d) **examples of marketing of the activity, event, or facilities that are likely to generate encourage overnight visitors to local lodging properties.**

**Use of Local Vendors:** The City of Lampasas encourages all event organizers to patronize local businesses for food, supplies, materials, printing, etc.

**Use of Revenues from Event:** A portion of the revenues from any event and/or project receiving any type of funding assistance from the HOT funds should be channeled back into the future costs of operating that same event or the continued operation of the project.

**Supplemental Information Required With Application:** Along with the application, please submit the following:

Proposed Marketing Plan for Funded Event

Schedule of activities, events or facility programs relating to the request

**Funded Projects or Events will be required** to submit a Post Event Evaluation; required to provide a link on the event or facility website to [LampapasLodging.com](http://LampapasLodging.com), and to use [www.LampapasLodging.com](http://www.LampapasLodging.com) on any print advertising; and submit any invoices for reimbursement within 60 days of the conclusion of the event.

Submit to: Mandy Walsh, LEDC Director  
312 E. Third  
Lampapas, TX 76550  
Email: [mandy@cityoflampapas.com](mailto:mandy@cityoflampapas.com)  
Phone: 512-556-6831

# Application

## Organization Information

Date: July 28, 2021

Name of Organization: Lampasas County Chamber of Commerce and Visitor Center

Address: P.O. Box 627; 205 S Hwy 281

City, State, Zip: Lampasas, TX 76550

Contact Name: Melissa Unger

Contact Phone Number: 512-556-5172

Web Site Address for Event or Sponsoring Entity www.lampasaschamber.org

Is your organization: Non-Profit  Private/For Profit

Tax ID #: 74-736310 Entity's Creation Date: 1951

Purpose of your organization: To promote business, economic growth, and tourism by partnering with current and future Chamber Members, Community Leaders and the Citizens of Lampasas County.

Name of Event, Project or Facility Lampasas Beer Barn LTX BBQ Fest

Date of Event or Project:: Sept. 10-11, 2021

Primary Location of Event or Project: Lampasas County Youth Livestock Show Barn

Amount Requested: \$2260.24

How will the funds be used: To advertise and promote the BBQ Cook-Off; bringing new tourists to Lampasas. Funding is needed to enhance the event. To host the most quality event possible, funding costs will cover, but are not limited to operational needs, sanctioning fees, advertising, and entertainment. The costs needed to acquire the sanctioning body for this event are needed to attract cooks looking to earn points on the circuit. In turn, this organization through its marketing efforts and involvement will bring new visitors to Lampasas.

Primary Purpose of Funded Activity/Facility: To increase tourism and generate additional revenue for all local businesses and the hotel/motel industry. By promoting and hosting this event, we will be able to draw visitors who travel the cook-off circuit to town to spend money and stay overnight.

**Percentage of Hotel Tax Support of Related Costs**

40% Note Percentage of Total Event Costs Covered by Hotel Occupancy Tax

25% Note Percentage of Total Facility Costs Covered by Hotel Occupancy Tax

25% Note Percentage of Staff Costs Covered by Hotel Occupancy Tax

If staff costs are covered, estimate percentage of time staff spends annually on the funded event(s) compared to other activities n/a- during event hours only

**Check Which Categories Apply to Funding Request and Amount Requested Under Each Category:**

**1. Convention Center or Visitor Information Center:** construction, improvement, equipping, repairing, operation and maintenance of convention center facilities or visitor information centers, or both

**2. Registration of Convention Delegates:** furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants;

**3. Advertising, Solicitations, Promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity.** \$1,735.24

**4. Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry:** encouragement, promotion, improvement, and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms;

**5. Historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums;**

**Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists who substantially increase economic activity at hotels and motels within the city or its vicinity.** \$525.00

**Sporting Related Event Funding:**

If the event is a sporting related function/facility: How many individuals are expected to participate?

If the event is a sporting related function/facility: How many of the participants are expected to be from another city or county? \_\_\_\_\_

If the event is a sporting related function/facility: Quantify how the funded activity will substantially increase economic activity at hotel and motels within the city or its vicinity?

**Questions for All Funding Requests:**

How many years have you held this Event or Project; or how many years have you been operating the qualified facility : 17+ years

Expected Attendance: 500-1000 (Over 2 days)

How many people attending the Event or Project will use Lampasas hotels, motels or bed & breakfasts? 25+ There is also a concert in town that night which we will promote to acquire more visitors to stay overnight.

How many nights will they stay: 1-2 Nights (Friday and Saturday)

Do you reserve a room block for this event at an area hotel and if so, for how many rooms and at which hotels: Yes, we work with local lodging to provide special room rates during this event.

Do your promotional materials and website note area lodging facilities that can host participants? Yes (please attach copy if available)

Have you negotiated a lodging rate at any hotels for participants of your event? Yes

Please list other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from HOT and the number of hotel rooms used:

City	Month/Year Held	Assistance Amount	Number of Hotel Rooms Used
Lampasas, TX	September 2020	\$1,908.74	Hotels no longer provide
Lampasas, TX	July 2019	\$1,771.39	134
Lampasas, TX	July 2018	\$1,950.00	Unknown

How will you measure the impact of your event on area hotel activity? Through established room blocks being filled and surveying each hotel, motel, B&B and RV parks after the event.

Please list other organizations, government entities and grants that have offered financial support to your project: We have over 50+ local business sponsor the event, we buy supplies locally, and donate back to Non-profits/students in the community.

Please check all promotion efforts your organization is coordinating, and the amount financially committed to each media outlet:

Newspaper- \$1,131.24 (Print & Digital)

Radio - \$ 404.00 TV - \$ 0.00 Press Releases - \$ 0.00

Direct Mail - \$ 0.00

Other - \$ 200.00 (Social Media)

What areas does your advertising and promotion reach: The promotion areas are targeted areas in the state of Texas and surrounding states. Due to social media promotion and the help of the IBCA's marketing reach, it is hard to estimate exactly how far the promotion will reach. We also reach the East by doing an interview and media buy on a Top radio program in Waco. Advertising in more regional areas to acquire more attendees

What number of individuals will your proposed marketing reach that are in another city or county?

Thousands- millions of people living outside of 76550.

**If a permanent facility (e.g. museum, visitor center)**

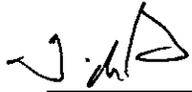
Expected Attendance Monthly/Annually: N/A

Please note percentage of those in Attendance that are Staying at Area Hotels/Lodging Facilities: N/A

**2021 LTX BBQ FEST**  
**Advertising Plan and HOT Funding Request Break-Down**

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<b>Social Media</b>	
Facebook	\$ 200.00
<b>Press Releases to Media</b>	\$ 0.00
San Saba News	\$ 207.50
The Llano News	\$ 239.00
Johnson City Record Courier	\$ 207.50
Killeen Daily Herald	\$ 315.00
Lampasas Dispatch Record (Ads, Press Release, Print & Digital- 40%	\$ 405.60- \$162.24
iHeart Media- WACO FM (Digital, On-Air, & Interview)	\$ 404.00
<b>Texas Press Online</b>	
Statewide online advertising	\$ 0.00
<b>Television Station Calendars</b>	
Austin, Waco & Temple TV Stations; online input	\$ 0.00
<b>Community Calendars</b>	
Hamilton Cty. Electric Co-Op, City of Lampasas, Etc.	\$ 0.00
<b>Texas Highways Events Magazine Calendar</b>	
Online and digital	\$ 0.00
<b>TOTAL ADVERTISING</b>	<b>\$1,735.24</b>
<b><u>OTHER HOT FUNDING REQUESTS (25%)</u></b>	
<b>Howdy Enterprises</b>	\$1,000.00- \$250.00
Sanitary Restrooms and Handwashing Stations	
<b>IBCA Judge &amp; Sanctioning Fee to run the competition</b>	\$300.00- \$75.00
<b>Security</b>	\$800.00- \$200.00
<b>TOTAL EVENT COSTS</b>	<b>\$525.00</b>
<b>TOTAL REQUESTED FUNDS</b>	<b>\$2260.24</b>

  
City Manager

ITEM NO. 7.3

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

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**Subject:**

Discussion and possible action regarding HOT Fund request for the 10<sup>th</sup> Annual Lampasas County Wine Tour event on September 25, 2021, in the amount of \$1,288.56.

Requested By: Melissa Unger, Chamber Executive Director

Submitted By: Mandy Walsh, Economic Development Director

Date Submitted: August 5, 2021

For the Agenda of: August 9, 2021

**Procurement and Funding Statement:**

HOT Funds budgeted for tourism/events in the City of Lampasas FY 2020/2021 Budget.

Attachments: HOT Fund Application along with advertising breakdown.

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**Summary Statement:**

The Chamber of Commerce & Visitor Center is requesting \$1,288.56 for the 2021 Wine Tour event. The event was most recently funded in 2019 for the same amount, \$1,288.56; therefore, no increase in this year's request. They are requesting 25% of their bus expense (\$562) along with a portion of advertising costs (\$726.56). Melissa Unger will be present to explain the request in more detail and answer any questions.

**Recommendation:**

Staff recommends approval of HOT funds in the amount of \$1,288.56 for the 10<sup>th</sup> Annual Lampasas County Wine Tour.

## **HOTEL OCCUPANCY TAX USE GUIDELINES UNDER TEXAS STATE LAW AND FUNDING APPLICATION FORM**

**State Law:** By law of the State of Texas, the City of Lampasas collects a Hotel Occupancy Tax (HOT) from hotels, motels, and bed & breakfasts and inns. Per Chapter 351, Texas Tax Code, There is a two part test that every expenditure must pass to be valid.

1. The expenditure must directly enhance and promote tourism and the convention and hotel industry.
2. The expenditure must clearly fit into one of the seven statutory categories for expenditure of local hotel occupancy tax revenues:
  - i) **Convention Centers and Visitor Information Centers**
  - ii) **Registration of Convention Delegates**
  - iii) **Advertising, Solicitations and Promotions that Directly Promote Tourism and the Hotel and Convention Industry**
  - iv) **Promotions of the Arts that Directly Promote Tourism and the Hotel and Convention Industry**
  - v) **Historical Restoration and Preservation Activities that Directly Promote Tourism and the Hotel and Convention Industry**
  - vi) **Sporting Event Expenses that Substantially Increase Economic Activity at Hotels**
  - vii) **Enhancement and upgrading of existing sport facilities or fields**

**City Policy:** The City of Lampasas accepts applications from groups, businesses and organizations whose program fits into one or more of the above categories. All requests for funds should be submitted in writing accompanied by the official application at least 60 days prior to the event or request for funds. The application will be reviewed by the Lampasas City Council at the earliest possible regularly scheduled meeting. The applicant may be asked to be present at the meeting to answer any questions regarding the application. Applicants will be notified one week prior to the meeting of the time and place for the review. The Lampasas City Council will make the final decision regarding any requests for Hotel Occupancy Tax expenditures.

**Eligibility and Priority for Hotel Tax Funds:** Priority will be given to those events and entities based on their ability to generate overnight visitors to Lampasas. If an event will not generate any meaningful hotel night activity, it is not eligible for receipt of hotel occupancy tax funds. Events can prove this potential to generate overnight visitors by:

- a) **historic information on the number of room nights used during previous years of the same events;**
- b) **current information on the size of a room block that has been reserved at area hotels to accommodate anticipated overnight guests attending the event requesting hotel tax funds;**
- c) **historical information on the number of guests at hotel or other lodging facilities that attended the funded event or facility; and/or**
- d) **examples of marketing of the activity, event, or facilities that are likely to generate encourage overnight visitors to local lodging properties.**

**Use of Local Vendors:** The City of Lampasas encourages all event organizers to patronize local businesses for food, supplies, materials, printing, etc.

**Use of Revenues from Event:** A portion of the revenues from any event and/or project receiving any type of funding assistance from the HOT funds should be channeled back into the future costs of operating that same event or the continued operation of the project.

**Supplemental Information Required With Application:** Along with the application, please submit the following:

Proposed Marketing Plan for Funded Event

Schedule of activities, events or facility programs relating to the request

**Funded Projects or Events will be required** to submit a Post Event Evaluation; required to provide a link on the event or facility website to LampasasLodging.com, and to use [www.LampasasLodging.com](http://www.LampasasLodging.com) on any print advertising; and submit any invoices for reimbursement within 60 days of the conclusion of the event.

Submit to: Mandy Walsh, LEDC Director  
312 E. Third  
Lampasas, TX 76550  
Email: [mandy@cityoflampasas.com](mailto:mandy@cityoflampasas.com)  
Phone: 512-556-6831

## Application

### *Organization Information*

Date: August 3, 2021

Name of Organization: Lampasas County Chamber of Commerce and Visitor Center

Address: 205 S. Hwy 281/P.O. Box 627

City, State, Zip: Lampasas, TX 76550

Contact Name: Melissa Unger

Contact Phone Number: 512-556-5172

Web Site Address for Event or Sponsoring Entity www.lampasaschamber.org

Is your organization: Non-Profit  Private/For Profit

Tax ID #: 74-0736310 Entity's Creation Date: 1970s

Purpose of your organization: To promote business, economic growth and tourism by partnering with current and future Chamber Members, Community Leaders and the Citizens of Lampasas County.

Name of Event, Project or Facility 10<sup>th</sup> Annual Lampasas County Wine Tour

Date of Event or Project: Saturday, September 25, 2021

Primary Location of Event or Project: Lampasas County – Chartered Bus Tour

Amount Requested: \$ 1,288.56

How will the funds be used: Advertising to promote Lampasas as a destination and to highlight the wineries on the tour in our County. Purchase promotional materials, market the event as a tourist destination, and secure transportation for the patrons.

Primary Purpose of Funded Activity/Facility: To promote Lampasas and our hotel industry by bringing tourists to the area to shop, dine and stay overnight.

#### Percentage of Hotel Tax Support of Related Costs

25% Note Percentage of Total Event Costs Covered by Hotel Occupancy Tax

0% Note Percentage of Total Facility Costs Covered by Hotel Occupancy Tax

0% Note Percentage of Staff Costs Covered by Hotel Occupancy Tax

If staff costs are covered, estimate percentage of time staff spends annually on the funded event(s) compared to other activities n/a

**Check Which Categories Apply to Funding Request and Amount Requested Under Each Category:**

**1. Convention Center or Visitor Information Center:** construction, improvement, equipping, repairing, operation and maintenance of convention center facilities or visitor information centers, or both

Transportation- \$562.00

**2. Registration of Convention Delegates:** furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants; \_\_\_\_\_

**3. Advertising, Solicitations, Promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity.** \$726.56

**4. Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry:** encouragement, promotion, improvement, and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms; \_\_\_\_\_

**5. Historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums;** \_\_\_\_\_

**Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists who substantially increase economic activity at hotels and motels within the city or its vicinity.** \_\_\_\_\_

**Sporting Related Event Funding:**

If the event is a sporting related function/facility: How many individuals are expected to participate? \_\_\_\_\_

If the event is a sporting related function/facility: How many of the participants are expected to be from another city or county? \_\_\_\_\_

If the event is a sporting related function/facility: Quantify how the funded activity will substantially increase economic activity at hotel and motels within the city or its vicinity? \_\_\_\_\_

**Questions for All Funding Requests:**

How many years have you held this Event or Project; or how many years have you been operating the qualified facility : 9 years

Expected Attendance: 120

How many people attending the Event or Project will use Lampasas hotels, motels or bed & breakfasts? 50+

How many nights will they stay: 1-2 nights

Do you reserve a room block for this event at an area hotel and if so, for how many rooms and at which hotels: Yes, Chamber Special Lodging Rate based on availability.

Do your promotional materials and website note area lodging facilities that can host participants? Yes  
(please attach copy if available)

Have you negotiated a lodging rate at any hotels for participants of your event? Yes

Please list other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from HOT and the number of hotel rooms used:

City	Month/Year Held	Assistance Amount	Number of Hotel Rooms Used
Lampasas, TX	09/2019	\$1,288.56	Fri. 51 & Sat. 51 (100% Occ.)-Best Western
Lampasas, TX	09/2018	\$1,427.05	Fri-51 & Sat. 50 (99% Occ.)
Lampasas, TX	09/2017	\$1,742.50	6

Best Western is the only hotel who will provide Occupancy Reports.

How will you measure the impact of your event on area hotel activity? Through established room blocks being filled and surveying hotels, motels, B&B and RV parks after the event.

Please list other organizations, government entities and grants that have offered financial support to your project: N/A.

Please check all promotion efforts your organization is coordinating and the amount financially committed to each media outlet:

Paid Advertising \_\_\_\_\_ Newspaper \$ 526.56 (Digital & Print) Radio TV \_\_\_\_\_

Press Releases to Media \_\_\_\_\_ Direct Mailing to out of town recipients \_\_\_\_\_

Other Social Media, \$200.00

What areas does your advertising and promotion reach: The entire state of Texas

What number of individuals will your proposed marketing reach that are located in another city or county?  
Thousands to millions

**If a permanent facility (e.g. museum, visitor center)**

Expected Attendance Monthly/Annually: n/a

Please note percentage of those in Attendance that are Staying at Area Hotels/Lodging Facilities: n/a

**2021 Lampasas County Wine Tour  
Advertising Plan and HOT Funding Request Break-Down**

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**Social Media**

Facebook Ad- Event Boost \$ 200.00

**Press Releases to Media**

\$ 0.00

**Lampasas Dispatch Record**

Ads, Print, Press Release & Digital- 40% \$ 372.64- ~~\$149.06~~

**Highland Lakes Newspapers (Highlander)**

\$ 160.00

**San Saba News (B&W) 3x10.5 Ad**

\$ 157.50

**Texas Hill Country Wineries Publication (Website/Event Page)**

\$ 60.00

**Texas Press Online**

Statewide online advertising \$ 0.00

**Television Station Calendars**

Austin, Waco & Temple TV Stations; online input \$ 0.00

**Community Calendars**

Hamilton County. Electric Co-Op, City of Lampasas, Etc. \$ 0.00

**Texas Highways Events Magazine Calendar**

Online and digital \$ 0.00

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**TOTAL ADVERTISING COSTS: \$ 950.14**

**OTHER HOT FUNDING REQUESTS- 25%**

Arrow Trailways- Chartered Buses \$2,248.00-~~\$562.00~~

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**TOTAL EVENT COSTS: \$2,248.00**

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**TOTAL ESTIMATED ADVERTISING & EVENT COSTS: \$3,198.14**

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**TOTAL HOT FUNDS-% Requested for Reimbursement: \$1,288.56**

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City Manager

ITEM NO. 7.4

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

**Subject:**

Discussion regarding a Resolution authorizing the creation of the Central Texas Regional 9-1-1 Emergency Communications District.

Requested By: Finley deGraffenried, City Manager

Submitted By: Finley deGraffenried, City Manager

Date Submitted: August 5, 2021

For the Agenda of: August 9, 2021

**Procurement and Funding Statement:**

Attachments: Resolution

**Summary Statement:**

The Central Texas Council of Governments (CTCOG) currently administers the State's 9-1-1 Program for your city/county, as directed by legislation enacted in 1987. The CTCOG – Emergency Communications/9-1-1 program has more than met the legislative charge of providing emergency dispatch centers with the latest and best available equipment and technology.

In a legislative session, the Health and Safety Code was amended to permit Councils of Governments/Regional Planning Commissions to establish Regional Emergency Communications Districts (ECD). If CTCOG were to create an Emergency Communication District (ECD), the monies collected through the maximum 50 cent fee would be remitted in their entirety to this district. The major benefit from this, aside from all the funds collected in our region coming back to it, is that a long-range strategic plan could be adopted outlining future capital improvements and replacements for the dispatch centers based on a known and reliable stream of revenue. Under the present situation, CTCOG has no certainty of the amount of funding that the region will receive during any given biennium. This results in inefficiencies because long-term planning for capital equipment is difficult to do.

The new law requires that the governing body of each entity now served by a council of governments pass a resolution calling for the creation of an ECD. The CTCOG Board of Directors have already indicated an interest in doing so and have approved the resolution that is being presented.

**Recommendation:**

To consider a motion to approve the Resolution authorizing the creation of the Central Texas Regional 9-1-1 Emergency Communications District (ECD)



RESOLUTION

**A RESOLUTION AUTHORIZING THE CREATION OF THE CENTRAL TEXAS REGIONAL 9-1-1 EMERGENCY COMMUNICATIONS DISTRICT**

**WHEREAS**, Chapter 772, Subchapter H, of the Texas Health and Safety Code, cited as the Regional Emergency Communications District Act (the “act”), provides the creation of a Regional Emergency Communications District: and

**WHEREAS**, the act applies to a state planning region established under Chapter 391 of the Texas Local Government Code with a population of under 1.5 million, composed of counties and municipalities that operate a 9-1-1 system solely through a regional planning commission: and

**WHEREAS**, the Act requires that the governing bodies of each participating county and municipality in the region adopt a resolution approving the creation of the Regional Emergency Communications District (the “District”): and

**WHEREAS**, as of May 25, 1989, the City of \_\_\_\_\_ exclusively receives 9-1-1 system services operated through the Council of Governments, a regional planning commission.

**NOW, THEREFORE, BE IT RESOLVED THAT THE CITY OF \_\_\_\_\_ AUTHORIZES THE CREATION OF 9-1-1 EMERGENCY COMMUNICATIONS DISTRICT**

Passed and approved on the \_\_\_ day of \_\_\_\_\_, 2021 at a regularly scheduled Council Meeting of the City of \_\_\_\_\_, Texas.



APPROVED:

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Mayor:

ATTEST:

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City Secretary:



July 16, 2021

Mayor TJ Monroe  
312 E Third Street  
Lampasas, TX 76550

Dear Honorable Mayor TJ Monroe,

The Central Texas Council of Governments (CTCOG) currently administers the State's 9-1-1 Program for your city/county, as directed by legislation enacted in 1987. The CTCOG – Emergency Communications/9-1-1 program has more than met the legislative charge of providing emergency dispatch centers with the latest and best available equipment and technology and assuring that this equipment and technology are operating or backed up on a 24 hour/365-day basis.

I am writing this letter to you on behalf of the CTCOG Board of Directors, which is made up of elected and appointed officials from the entities which are served by the CTCOG 9-1-1 program. We believe there is a positive opportunity for the participants in the CTCOG program to have a real and larger impact on policy and fiscal matters than is now available through the state administrative program.

In a legislative session, the Health and Safety Code was amended to permit Councils of Governments/Regional Planning Commissions to establish Regional Emergency Communications Districts (ECD). We see a lot of potential advantages and opportunities that would be to our benefit by creating an ECD. I will attempt to lay out our reasoning in the following paragraphs.

Currently, our citizens and businesses are charged 50 cents on their phone bills to pay for 9-1-1 services. This money is remitted to and held by the state until the legislature appropriates all or part of the funds collected to the Texas Commission on State Emergency Communications (CSEC). CSEC then allocates these funds to councils of governments. The problem is that the Legislature does not always appropriate all the funds collected, but rather retains some of the funds to show (on paper) a balanced state budget.

If we were to create an Emergency Communication District (ECD), the monies collected through the maximum 50 cent fee would be remitted in their entirety to this district. The major benefit from this, aside from all the funds collected in our region coming back to it, is that a long-range strategic plan could be adopted outlining future capital improvements and replacements for our dispatch centers based on a known and reliable stream of revenue. Under the present situation, we have no certainty of the amount of funding that the region will receive during any given biennium. This results in inefficiencies because long-term planning for capital equipment is difficult to do.



The other major benefit to being realized from having our district is one of local control. Policy and budgetary matters would be decided by a Board of Directors consisting of local elected officials from entities served by the CTCOG 9-1-1 Program. The new law specifies that councils of governments, CTCOG in our case, will continue to staff the district. This assures that there will be no disruption to the current services provided to our citizens and businesses.

The new law requires that the governing body of each entity now served by a council of governments pass a resolution calling for the creation of an ECD. The CTCOG Board of Directors have already indicated an interest in doing so and have approved the resolution that is being presented. Thus, we are now reaching out to everyone to execute the resolution. Please let us know of your preference and/or if you would like to have a meeting to learn more about this matter and to get any questions answered. Also, enclosed is the approved sample resolution, which can be used to support the creation of an ECD. I would encourage you to contact Uryan Nelson, Director at 254.770.2373 with any additional questions.

Please notify us as soon as you are ready to execute the resolution and/or if you would like us to come speak to the governing body of your entity to further discuss this resolution. I would also encourage you to call me at 254.654.1595 if you have any questions.

Sincerely,

Jim Reed, AICP  
Executive Director  
Central Texas Council of Governments

Cc: City Manager/ Secretary

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City Manager

ITEM NO. 7.5

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

**Subject:**

Discussion and possible action regarding the first reading of an Ordinance for a Specific Use Permit for property described as Lot 7-8, part of lot 6, Block 66 of the Lampasas Springs Company 1<sup>st</sup> Addition, commonly known as 607 W 1<sup>st</sup> Street, Lampasas, Texas, Lampasas County to allow for an Accessory Dwelling in an area zoned Single Family Residential-10 "SF-10"

Requested By: Becky Sims, City Secretary/Zoning Administrator

Submitted By: Becky Sims, City Secretary/Zoning Administrator

Date Submitted: August 5, 2021

For the Agenda of: August 9, 2021

**Procurement and Funding Statement:**

N/A

Attachments: P & Z Packet

**Summary Statement:**

The applicant, Carol Smith is requesting a Specific Use Permit (SUP) to allow for an accessory dwelling. The purpose is to build a 640 sq ft cottage as an incidental to the main structure. Accessory dwellings are permitted in this zoning district with a Specific Use Permit. The property and surrounding property are zoned Single Family Residential-10 "SF-10". The property is described as Lots 7-8 and part of 6, Lampasas Spring Company. Staff mailed sixteen (16) notices to property owners within 200 feet of the applicant's property, and to date have received one in favor of the request and none in protest. This request is in line with the Zoning Recommendations in the Comprehensive Plan. Chapter 5 discusses "Life Cycle" housing. To provide options to expand housing types where "Mother in Law" or Accessory Units can house a family member or tenant. The Planning Commission met on Thursday, August 5, 2021 and recommends approval.

**Recommendation:**

To consider a motion to approve the first reading of an Ordinance for a Specific Use Permit for property described as Lot 7-8, part of lot 6, Block 66 of the Lampasas Springs Company 1<sup>st</sup> Addition, commonly known as 607 W 1<sup>st</sup> Street, Lampasas, Texas, Lampasas County to allow for an Accessory Dwelling in an area zoned Single Family Residential-10 "SF-10"

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City Manager

ITEM NO. 7.6

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

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**Subject:**

Discussion and possible action regarding the approval of the Hidden Oaks Final Plat

Requested By: Becky Sims, City Secretary/Zoning Administrator

Submitted By: Becky Sims, City Secretary/Zoning Administrator

Date Submitted: August 5, 2021

For the Agenda of: August 9, 2021

**Procurement and Funding Statement:**

N/A

Attachments: Plat

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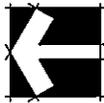
**Summary Statement:**

This is a request to approve the Final Plat of Hidden Oaks Subdivision. The Civil Plan Review was completed in January 2021. The developers received approval from TxDOT for the entry off of Naruna/FM1478 and the new City road. The final infrastructure costs have been submitted by the developer to the City. The subdivision will have curb and gutter. Water, Sewer and Electric will be provided by the City of Lampasas. There is a dedicated PUE for Lift Station. The Development Agreement Terms have been agreed upon by City & Developer. The Plat will be filed upon completion and acceptance of infrastructure by the City. The developer has requested Voluntary Annexation of Subdivision. The Planning Commission met on Thursday, August 5, 2021 and recommended approval.

**Recommendation:**

To consider a motion to approve the Hidden Oaks Final Plat.

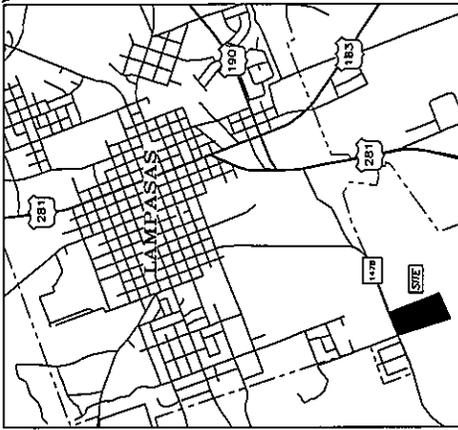
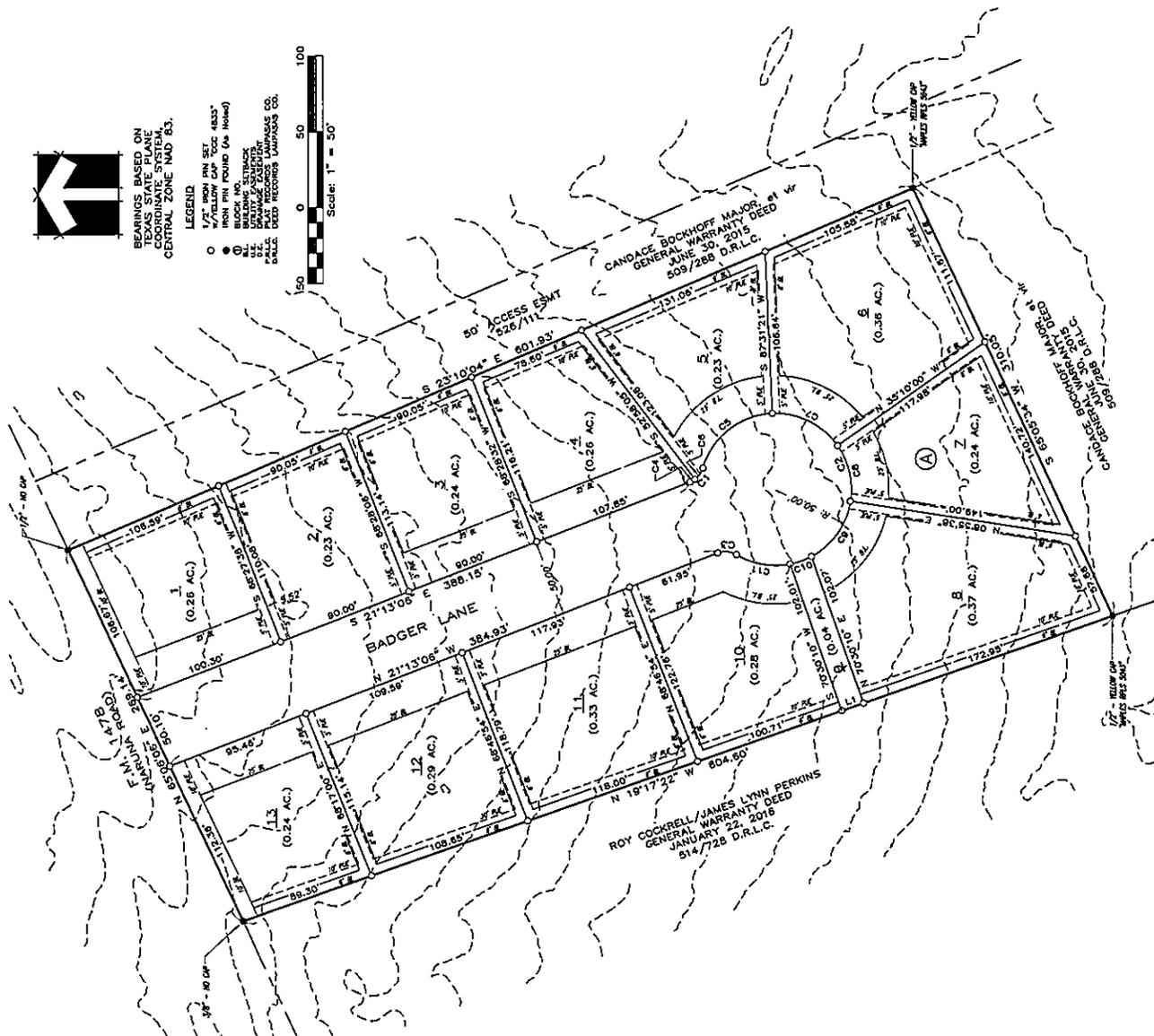
FINAL PLAT OF  
**HIDDEN OAKS**  
 4.00 ACRES OUT OF THE C.K. REESE SURVEY, ABSTRACT NO. 581,  
 A SUBDIVISION IN THE CITY AND COUNTY OF LAMPASAS, TEXAS



BEARINGS BASED ON  
 TEXAS STATE PLANE  
 COORDINATE SYSTEM  
 CENTRAL ZONE 10D 83.

LEGEND

- 1/2" IRON PIN SET
- IRON PIN FOUND (See Notes)
- BLOCK NO.
- LOT NO.
- UTILITY EASEMENTS
- ALL PLAT RECORDS LAMPASAS CO.
- DEED RECORDS LAMPASAS CO.



VICINITY MAP  
 (N.T.S.)

NO.	DELTA	RADIUS	ARC	CHORD	DIRECTION	CHORD DISTANCE
C1	52°27'20"	14.00'	12.82'	S 47°26'46" E	12.37'	
C2	28°54'41"	50.00'	248.83'	S 68°46'54" W	80.94'	
C3	52°27'20"	14.00'	12.82'	N 05°00'35" E	12.37'	
C4	14°59'54"	14.00'	3.66'	N 28°43'03" W	3.65'	
C5	71°11'47"	50.00'	62.13'	N 38°04'32" W	58.21'	
C6	37°27'27"	14.00'	9.15'	N 54°55'43" W	8.99'	
C7	57°18'39"	50.00'	50.01'	N 26°10'41" E	47.95'	
C8	44°05'35"	50.00'	38.48'	N 76°92'48" E	37.54'	
C9	52°56'55"	50.00'	48.21'	S 54°35'54" E	44.58'	
C10	17°15'14"	50.00'	15.06'	S 19°29'50" E	15.00'	
C11	42°06'28"	50.00'	36.75'	S 10°11'01" W	35.92'	

NO.	DIRECTION	LENGTH
L1	N 19°17'22" W	15.00'

PLAT NOTES:

1. TOTAL ACREAGE: 4.00 ACRES
2. NO. OF LOTS: 12 (RESIDENTIAL), 1 (UTILITY)
3. OWNER/DEVELOPER: DAVID L. & JAN M. BRISTER  
 5005 WEST FM 590  
 LAMPASAS, TEXAS 76850  
 512-734-3812
4. ELECTRICAL SERVICE PROVIDED BY THE CITY OF LAMPASAS
5. WATER PROVIDED BY THE CITY OF LAMPASAS
6. SEWER SERVICES PROVIDED BY THE CITY OF LAMPASAS
7. LOTS IN THIS SUBDIVISION ARE SHOWN TO LIE WITHIN ZONE C PER FEHA MAP #480430.0005 B DATED JUNE 15, 1982 AND ZONE X PER FEHA MAP #480899.0025 B DATED JANUARY 02, 1991.
8. ALL LOTS LIE WITHIN THE EXTRA TERRITORIAL JURISDICTION OF LAMPASAS.
9. BASED UPON DESIGN CALCULATIONS AND COORDINATION WITH THE CONSULTING ENGINEER FOR THE CITY, NO ON-SITE DETENTION WILL BE REQUIRED FOR THIS SUBDIVISION.
10. THE TURNAROUND WILL BE COMPLIANT WITH SECTION 70-208 OF THE LAMPASAS SUBDIVISION CHAPTER. THE TURNAROUND WILL HAVE A RIGHT-OF-WAY RADIUS OF 50 FEET WITH A PAVEMENT RADIUS OF 40 FEET AS MEASURED TO THE FACE OF THE CURB.
11. THIS TRACT IS SUBJECT TO THE PLAT OF LAMPASAS BY THIS PLAT.
12. THIS TRACT IS SUBJECT TO THE ZONING AND SUBDIVISION ORDINANCES IN PLACE AT TIME OF PLAT (OCTOBER, 2019).

**TRIPLE C SURVEYING Co.**  
 P.O. Box 544 - Lampasas, Texas 76850  
 Phone: 512-734-3812  
 Email: info@triplecsurveying.com  
 www.triplecsurveying.com Firm No. 10183916

JOB No. 190226-F  
 DRAWN: AEN  
 SHEET: 1 OF 2

City of Lampasas  
Planning and Zoning Board  
Hidden Oaks Final Plat  
Staff Report

Subject Property      The property is described as 4.00 acres out of the C.K. Reese Survey, Abstract No. 581, Lampasas, Texas, Lampasas County

Request                 Hidden Oaks Final Plat Approval

Conditions Met        Civil Plan Review was completed- January 2021

                              TxDOT approval for entry/ new city road- April 2021

                              Final Infrastructure Costs have been submitted by developer

                              Curb and gutter to be installed

                              Dedicated PUE for Lift Station

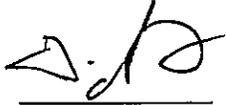
                              Water, Sewer and Electric will be provided by the City of Lampasas

                              Development Agreement Terms have been agreed upon by City & Developer

                              Plat will be filed upon completed and acceptance of infrastructure by City

                              Developer has requested Voluntary Annexation of Subdivision

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**City Manager**ITEM NO. 7.7

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

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**Subject:**

Discussion and possible action regarding the acceptance of the renewal proposal for the new Xerox Altralink C8130/T2 Copier for the City of Lampasas Library

Requested By: Shanda Subia, Library Director

Submitted By: Shanda Subia, Library Director

Date Submitted: August 5, 2021

For the Agenda of: August 9, 2021

**Procurement and Funding Statement:**

Attachments: Xerox Proposal

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**Summary Statement:**

This item has been placed on the agenda for Council consideration to upgrade the Xerox Copier that is housed at the Library. The term is for five years and we have reached the renewal period. The lease cost per month will be relatively the same at \$300 per month.

**Recommendation:**

To consider a motion to approve the renewal proposal for the Xerox Altralink C8130/T2 Copier for the City of Lampasas Library and allow the City Manager to execute any required documents.

## Maintenance Agreement - New Equipment

<b>CUSTOMER</b> (hereinafter referred to as "You" or "Your")			DATE: <b>7/21/2021</b>	
FULL LEGAL NAME <b>City of Lampasas</b>				
INSTALL ADDRESS		City, State and Zip		County
<b>201 S Main St</b>		<b>Lampasas TX 76550</b>		
METER COLLECTION SOFTWARE CONTACT		EMAIL ADDRESS		PHONE NUMBER
<b>Shanda Subia</b>		<a href="mailto:Shanda@cityoflampasas.com">Shanda@cityoflampasas.com</a>		<b>512-556-3251</b>
BILL TO ADDRESS (If different from above)		City, State and Zip		County

### Agreement Summary:

See Appendix B

**NO**

Sales Rep:

**Kaytlin Collins**

Device Make	Device Model	Monthly Service Base Amount	Install Location <small>*if different from above</small>	Monthly Image Allowance		Contract Usage Per Image Charge <small>(Plus Tax)</small>	
				B&W	COLOR	B&W	COLOR
Xerox	C8130/T2	\$0.00		0		\$0.0079	\$0.0590

### Agreement Options

Billing Frequency Option	<b>Monthly</b>
Contract Term	<b>LEASE</b>
Monitoring Software	<b>YES/\$0</b>
Electronic Invoicing	<b>YES</b>
Smart Center Analyst Services (SCAS)	<b>NO</b>
Auto Quote	<b>YES</b>

**Included:** All Travel, Parts and Labor (including drums, PM kits, toner and developer), Access to the Benchmark Smart Center

**Not Included:** Paper, Staples, Exterior Plastic, and Glass

\*\*Installation of meter collection software is required for all print devices as specified in the full terms and conditions. Failure to provide access to monitoring software, will result in a \$10 monthly admin fee per device for manual meter collection.

\*\*Base Charges are billed in Advance and Overage is billed in Arrears.

\*\*Billing payment period is monthly unless otherwise indicated.

\*\*\$10 per device Includes: Set up of print drivers on new computers, install network scanning on server, install Scan-To-PC software, setup scan to email, setup fax & LAN fax, setup equipment accounting.

\*\*When monitoring software alerts Benchmark that new equipment has been installed a specialist will automatically send you a quote to add the device to a service agreement.

### Special Provisions:

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THIS PAGE, THE REVERSE SIDE, ATTACHED EQUIPMENT LIST, ANY APPLICABLE ADDENDUMS, ALL OF WHICH PERTAIN TO THIS AGREEMENT AND WHICH YOU ACKNOWLEDGE HAVING READ. THIS AGREEMENT IS NOT BINDING UNTIL ACCEPTED BY US. YOU CERTIFY ALL ACTIONS REQUIRED TO AUTHORIZE EXECUTION OF THIS AGREEMENT, INCLUDING YOUR AUTHORITY, HAVE BEEN FULFILLED.

**SUPPLIER: Benchmark Business Solutions**

**CUSTOMER: (As Stated Above)**

By: **X** \_\_\_\_\_ Date Accepted: \_\_\_\_\_  
 Benchmark Authorized Signature  
  
 Print Name & Title: Sales Representative

By: **X** \_\_\_\_\_ Date Accepted: \_\_\_\_\_  
 Signature  
  
 Print Name & Title: \_\_\_\_\_

## Maintenance Terms & Conditions

### GENERAL TERMS

- Definitions.** The words "you" and "your" mean the legal entity identified in "Customer Information" fields above, and "we," "us" and "our" mean Benchmark Business Solutions, Inc. "Device(s)" means the items identified in "Equipment" above and in any attached Equipment Schedules, or future Addendums. "Base" rates refer to static monthly charges for service. "Allowance" means the number of copies included in the Base charge. "Usage Per Image Charge" means the applicable prints or copies made in excess of any stated allowance.
- Payments and Late Payments.** You agree to pay us the full amount due for all Base charges, Usage charges, and billable service or supply charges by the due date listed on the invoice. If any amount payable to us is not paid when due, you will be subject to interruption of covered services and a late charge up to three (3) percent of the overdue balance. Billing disputes must be submitted to us no later than the due date listed on the invoice to avoid late charges or service interruption. ACH or Credit Card draft payment method may be required for certain coverage plans or contract terms.
- Renewal.** We may annually increase both the Base rate and Overage rates by amounts determined at our discretion, but not to exceed 15% of the then current payment and/or rate in each year.
- Term.** The term of this agreement will be based on the length selected above or based on the length of active lease agreements, whichever is longer. Minimum term requirements may vary based on equipment lease agreements and selected coverage plans. Commencement date and coverage will begin on the date of new equipment installation or ten (business days) from the date of confirmed monitored status, whichever is later.
- Covered Equipment.** Services selected above will be provided to those devices listed under Equipment.
- Cancellation Notice.** We maintain responsibility covered under customer selected services for the full term of this agreement until either party provides written notice of cancellation with 60-days' notice. If your agreement term is based on an active equipment lease agreement, all lease terms and conditions must be met before cancellation requests are accepted. If we elect to cancel this agreement, written notice will be sent to the contact and address listed above.
- Liability.** The parties agree that we will not be liable for any consequential damages of any nature caused to the business or property of Owner of Equipment ("Company") by any failure, defect, or malfunction of equipment to be maintained by us.
- WARRANTY.** NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, WE WARRANT (A) THAT ALL PERSONNEL PERFORMING SERVICES HEREUNDER BY OR ON BEHALF OF US WILL HAVE APPROPRIATE TRAINING AND EXPERIENCE AND (B) ALL EQUIPMENT IS IN ACCORDANCE WITH INDUSTRY STANDARDS, AND ALL SUPPLIES AND MATERIALS ARE OF GOOD QUALITY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING (AND WITHOUT LIMITING ANY OBLIGATION OF US TO MAKE REPAIRS UNDER THIS AGREEMENT), YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT IN NO EVENT SHALL ANY MANUFACTURER'S WARRANTY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, BE DEEMED GIVEN BY OR OTHERWISE TRANSFERRED OR APPLIED TO US.
- EQUIPMENT WARRANTY DISCLAIMER.** WE HAVE MADE NO AFFIRMATION OF FACT OR PROMISE RELATING TO THE GOODS AND SERVICES BEING PROVIDED THAT HAS BECOME ANY BASIS OF THIS BARGAIN. FURTHER, WE HAVE MADE NO AFFIRMATION OF FACT OR PROMISE RELATING TO THE GOODS OR SERVICES BEING PROVIDED THAT HAS CREATED OR AMOUNTED TO AN EXPRESS WARRANTY THAT THE GOODS WOULD CONFORM TO ANY SUCH AFFIRMATION OR PROMISE. WE DISCLAIM ANY WARRANTY OF MERCHANTABILITY WITH RESPECT TO THE GOODS OR SERVICES PROVIDED BY THIS AGREEMENT. WE DISCLAIM ANY WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSES WHATSOEVER WITH RESPECT TO THE GOODS OR SERVICES BEING PROVIDED UNDER THIS AGREEMENT. COMPANY AGREES THAT WE SHALL NOT BE LIABLE FOR DAMAGES RESULTING FROM AN ALLEGED BREACH OF THIS AGREEMENT BEYOND THE COST OF ONE YEAR'S SERVICE AND MAINTENANCE UNDER THIS AGREEMENT.
- GOVERNING LAW, CONSENT TO JURISDICTION AND VENUE OF LITIGATION.** THIS AGREEMENT AND EACH SCHEDULE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS. YOU AGREE THAT ANY DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT WILL BE ADJUDICATED IN THE FEDERAL OR STATE COURT LOCATED IN LUBBOCK COUNTY TEXAS. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN THAT COURT AND WAIVE ANY RIGHT TO TRANSFER VENUE. EACH PARTY WAIVES ANY RIGHT TO A TRIAL BY JURY.

### BREAK/FIX SERVICE TERMS

- We agree to maintain all equipment listed, in a normal operating condition. All costs for Labor, Parts, Travel and Service will be borne by us, subject to the terms of this agreement and based on specific plan options selected. Non-covered charges for labor, parts, or travel will be billed at the then current rates.
- All necessary parts will be replaced, at no additional cost, provided the cost of those parts does not exceed the total value of the equipment. If the cost of necessary parts exceeds the total value of the equipment, we will notify you with suggested replacement options. Replacement cost is your responsibility. If the replacement is purchased from us, a trade-in credit may be offered toward the cost of a new device.
- We will not be responsible for maintenance in the event of: Damage caused by Accident, Misuse, Act of God, Line Voltage Problems, Neglect or Failure To Follow Factory Operating Instructions, or if maintenance or repairs are performed by anyone other than our personnel. It also ceases if competitive supplies are used, or if the damage occurs as a result of your abuse or improper handling of the device or supplies.
- All equipment will be serviced upon your request, during our normal business hours (8 a.m. to 5 p.m. local time, except weekends and holidays). Request for service outside our normal business hours will be provided on a best effort basis and, if available, will be billed at overtime rates plus travel.
- We, at our discretion, may authorize our approved maintenance subcontractors or approved service providers to perform maintenance and repairs to the Devices. Devices located outside our local service areas will require subcontractor coverage for any onsite service needed.

### TONER AND SUPPLY TERMS

- All cost for toner and ink consumables, and standard shipping will be borne by us for all devices covered by this agreement and actively reporting through the Monitoring Software. We agree to supply you with all toner and ink consumables required to operate the Devices. We agree to provide auto supply replenishment for those devices using Monitoring Software. You must purchase staples and paper separately.
- All toner and ink consumables provided as a part of this agreement in the standard course of business or as Safety Stock shall at all times remain our property. You may use the toner and ink consumables pursuant to the terms of this Agreement, but you shall not have any ownership rights in or to the toner or ink consumables. You shall promptly return to us all unused items supplied by us under this agreement. You shall not be charged for any toner or ink consumables in use upon the expiration or termination of this Agreement. Any items not returned shall be billed by us to you at the then current cartridge retail purchase price.
- Auto supply replenishment is scheduled based on individual device performance, coverage, and usage, and may vary. Waste Toner Containers are not available for auto shipment. Other certain items may not be eligible for auto shipment based on device model and supply item type. Covered items not eligible for auto shipment will be provided at no additional cost, but must be requested by you as needed to allow for standard shipping time. Additional requests for toner and ink consumables will be subject to approval based on current usage and shipment history. Any customer request for additional items will be considered Safety Stock unless otherwise approved. Flat rate overnight shipping amounts can be quoted at the time of order.
- Cost-per-image and cartridge pricing is based on an industry-standard 5% page coverage model. Toner and ink consumables ordered or requested based on excessive page coverage may be subject to a mid-term cost-per-image escalation or billing for additional cartridges.
- Any defective toner or ink consumable items provided to you by us must be reported and returned to us within 30 days of receiving a replacement item. If defective item is not returned, the replacement item may be billed at then current retail price. Standard shipping for defective items and replacements will be covered by us.

### METER READING REQUIREMENTS

Monthly meter readings are required for each covered device.

- Meter collection. Those devices reporting through Monitoring Software will be collected by us. Devices not reporting for any reason will require your submission until monitoring is restored.
- Estimated Meters. Estimated meters are based on historical volume usage. If historical volume usage is unavailable, a minimum estimation of 50 mono impressions will be applied. If estimated meters are issued for three (3) consecutive billing cycles, you may become subject to invoicing monthly data collection fees and prevailing hourly billable rate for labor and travel to collect accurate meter readings.
- Meter Adjustments. Any billing issued based on estimated meters are not eligible for billing adjustments, but will not be responsible for additional overage charges until current meters exceed billed meters. Additional estimations will cease until such time that the current meters exceed previously billed estimates, as long as accurate meters are being submitted monthly.

**MONITORING SOFTWARE.** Monitoring Software is involved, You grant Permission to Install and Maintain.

- Customer Refusal or Non-Response. Customers refusing these Monitoring Software terms or not-responding to our requests for installations or updates may disqualify printing devices from certain coverage, delay existing services, or become subject to invoicing monthly data collection fees and prevailing hourly billable rate for labor to collect meter readings.
- Device Changes. You agree to notify us in writing of any contact person or location changes regarding covered devices. You assume responsibility for estimated meter readings, delayed service and supply fulfillment in the case of device changes not reported.

### ANALYST CONSULTING & SMART CENTER ANALYST SERVICES

- If Analyst Consulting services are included in the purchase of a printing device from us, our trained and certified employees will work with your IT personnel (if applicable) to setup all covered equipment and software, according to machine configuration, following equipment delivery for the first ninety (90) days following installation. Following the completion of those 90 days or in the case that Analyst services were not included in the Purchase Agreement, you will be responsible to complete the work yourselves or agree to pay us to provide the work at standard billable rates.
- Smart Center Analyst Services are considered separate and apart from Break/Fix technical services



**COST PER IMAGE AGREEMENT**

AGREEMENT NO.: **1687163**

**CUSTOMER ("YOU" OR "YOUR")**

FULL LEGAL NAME: **Lampasas, City of**

FEDERAL TAX ID #:

ADDRESS: **312 E 3rd St**

**Lampasas, TX 76550-2820**

**EQUIPMENT AND PAYMENT TERMS**

SEE ATTACHED SCHEDULE

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES	NOT FINANCED UNDER THIS AGREEMENT	BEGINNING METER READING		MONTHLY IMAGE ALLOWANCE		EXCESS PER IMAGE CHARGE (PLUS TAX)	
		B&W	COLOR	B&W	COLOR	B&W	COLOR
<b>1 Xerox AltaLink C8130/T2 Copier</b>	<input type="checkbox"/>					<b>.0079</b>	<b>.059</b>
	<input type="checkbox"/>						
	<input type="checkbox"/>						
	<input type="checkbox"/>						
	<input type="checkbox"/>						
	<input type="checkbox"/>						
	<input type="checkbox"/>						
	<input type="checkbox"/>						
	<input type="checkbox"/>						
	<input type="checkbox"/>						
TOTAL CONSOLIDATED MONTHLY IMAGE ALLOWANCE AND EXCESS PER IMAGE CHARGES (IF CONSOLIDATED)							

EQUIPMENT LOCATION: **201 S Main St Lampasas, TX 76550-2843**

METER FREQUENCY: **Monthly**

TERM IN MONTHS: **63**

MONTHLY BASE PAYMENT AMOUNT\*: **\$201.76**

(\*PLUS TAX)

SECURITY DEPOSIT: **60 Day Deferral**

**CONTRACT**

THIS AGREEMENT IS NON-CANCELABLE AND IRREVOCABLE. IT CANNOT BE TERMINATED. PLEASE READ CAREFULLY BEFORE SIGNING. YOU AGREE THAT THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE IN WHICH OUR (OR, IF WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE'S) PRINCIPAL PLACE OF BUSINESS IS LOCATED AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE TRANSFER OF VENUE. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.

**APPLICABLE TO GOVERNMENTAL ENTITIES ONLY**

You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the Equipment to the location designated by us), provided that at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by you; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation.

**CUSTOMER'S AUTHORIZED SIGNATURE**

BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT. THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF.

(As Stated Above)

X

CUSTOMER

SIGNATURE

PRINT NAME & TITLE

DATE

**OWNER ("WE", "US", "OUR")**

**Benchmark Business Solutions**

OWNER

SIGNATURE

PRINT NAME & TITLE

DATE

## ADDITIONAL TERMS AND CONDITIONS

1. **AGREEMENT.** You want us to now provide you the equipment and/or software referenced herein, together with all replacements, parts, repairs, additions and accessions incorporated therein or attached thereto, excluding equipment marked as not financed under this Agreement ("Equipment") and you unconditionally agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement is binding upon our acceptance hereof and will begin on the date the Equipment is delivered to you or any later date we designate. We may charge you a one-time origination fee of \$125.00. If any amount payable to us is not paid within 5 days of its due date, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars (\$26.00); or 2) the highest lawful charge, if less. Any security deposit will be returned upon full performance. We may charge you a fee of up to \$50.00 for filing, searching and/or titling costs required under the Uniform Commercial Code (UCC) or other laws. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of \$30 or, if less, the maximum charge allowed by law.
2. **NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL AMOUNTS DUE UNDER THIS AGREEMENT FOR THE ENTIRE TERM. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON.**
3. **IMAGE CHARGES AND OVERRAGES.** You are entitled to make the total number of images shown under Image Allowance (or Total Consolidated Image Allowance, if applicable) each period during the term of this Agreement. If you make more than the allowed images in any period, you will pay us an additional amount equal to the number of the excess images made during such period multiplied by the applicable Excess Per Image Charge. Regardless of the number of images made in any period, you will never pay less than the Base Payment Amount. You agree to provide us with the actual meter readings on any business day as designated by us, provided that we may estimate the number of images used if such meter readings are not received within five days after being requested. We will adjust the estimated charge for excess images upon receipt of actual meter readings. You agree that the Base Payment Amount and the Excess Per Image Charges may be proportionately increased at any time if our estimated average page coverage is exceeded. After the end of the first year of this Agreement and not more than once each successive twelve-month period thereafter, the Base Payment Amount and the Excess Per Image Charges (and, at our election, the Base Payment Amount and Excess Per Image Charges under any subsequent agreements between you and us that incorporate the terms hereof) may be increased by a maximum of 15% of the then existing payment or charge. Images made on equipment marked as not financed under this Agreement will be included in determining your image and overage charges.
4. **EQUIPMENT USE.** You will keep the Equipment in good working order, free and clear of all liens and claims, use it for business purposes only and not modify or move it from its initial location without our consent. You agree that you will not take the Equipment out of service and have a third party pay (or provide funds to pay) the amounts due hereunder. You will comply with all laws, ordinances, regulations, requirements and rules relating to the use and operation of the Equipment. We will have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair.
5. **SERVICES/SUPPLIES.** If we have entered into a separate arrangement with you for maintenance, service, supplies, etc. with respect to the Equipment, payments under this Agreement may include amounts owed under that arrangement, which amounts may be invoiced as one payment for your convenience. You agree that you will look solely to us for performance under any such arrangement and for the delivery of any applicable supplies. We may charge you a monthly supply freight fee to cover our costs of shipping supplies to you.
6. **SOFTWARE/DATA.** Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.
7. **LIMITATION OF WARRANTIES. EXCEPT TO THE EXTENT THAT WE HAVE PROVIDED YOU A WARRANTY IN WRITING, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU CHOSE ANY/ALL THIRD-PARTY SERVICE PROVIDERS BASED ON YOUR JUDGMENT. YOU MAY CONTACT US OR THE MANUFACTURER FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.**
8. **ASSIGNMENT.** You may not sell, assign, or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement and our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, our assignee will have our assigned rights under this Agreement but none of our obligations and will not be subject to any claim, defense, or set-off that may be assertable against us or anyone else.
9. **LOSS OR DAMAGE.** You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. Any insurance proceeds received relating to insurance you obtain will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. Except for claims, losses, or damages caused by our gross negligence or willful misconduct, you agree to indemnify us and our assignee, if applicable, against any claims, losses, or damages, including attorney fees, in any way relating to the Equipment or data stored on it. In no event will we be liable for any consequential or indirect damages.
10. **INSURANCE.** You agree to maintain commercial general liability insurance acceptable to us and to include us as an additional insured on the policy. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as lender's loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to do so as provided in either (A) or (B) as follows, as determined in our discretion: (A) We may secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received relating to insurance we obtain pursuant to this subsection (A) will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. (B) We may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk administrative costs or other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS SECTION WILL RELIEVE YOU OF YOUR RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment.
11. **TAXES.** We own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement, including estimated final-year personal property tax. If we pay any taxes or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. Sales or use tax due upfront will be payable over the term with a finance charge. If this Agreement is deemed to be a secured transaction, you hereby grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, to be released at the end of the term provided you have performed all of your obligations under this Agreement.
12. **END OF TERM.** At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew for an additional one-year period under the same terms unless a) we receive written notice from you, at least 60 but not more than 120 days prior to the End Date, of your intent to return the Equipment, and b) you timely return the Equipment to the location designated by us, at your expense. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment.
13. **DEFAULT/REMEDIES.** You will be in default if: (a) you do not pay any payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or any material agreement with any other entity, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can terminate this Agreement and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, both discounted at 2% per annum; and we may disable or repossess the Equipment, require you to stop using any software and use all other legal remedies available to us. You agree to pay all costs and expenses (including reasonable attorney fees and repossession costs) we incur in any dispute with you related to this Agreement. You agree to pay us 1.5% interest per month on all past due amounts. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.
14. **UCC.** If we assign rights in this Agreement for financing purposes, you agree that this Agreement, in the hands of our assignee, is, or shall be treated as, a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.
15. **LIMITATION ON CHARGES.** This section controls over every other part of this Agreement and over all documents now or later pertaining to the Agreement. We both intend to comply with all applicable laws. In no event will we charge or collect any amounts in excess of those allowed by applicable law. Any part of this Agreement that could, but for this section, be read under any circumstance to allow for a charge higher than that allowable under applicable legal limit, is limited and modified by this section to limit the amounts chargeable under the Agreement to the maximum amount allowed under the legal limit. If in any circumstance, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by us in excess of that legally allowed will be applied by us to the payment of amounts legally owed under the Agreement, or refunded to you.
16. **MISCELLANEOUS.** This Agreement is the entire agreement between you and us relating to our providing and your use of the Equipment and supersedes any prior representations or agreements, including any purchase orders. Any fees and amounts payable under this Agreement, including any estimated tax payments, may include a profit to us. The parties agree that this Agreement and any related documents hereto may be authenticated by electronic means. The parties agree that the original hereof for enforcement and perfection purposes, and the sole "record" constituting "chattel paper" under the UCC, is the paper copy hereof bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Agreement, and (ii) our original manual signature. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually. If a court finds any provision of this Agreement unenforceable, the remaining terms of this Agreement shall remain in effect. You authorize us to either insert or correct the Agreement number, serial numbers, model numbers, beginning date, and signature data. All other modifications to the Agreement must be in writing signed by each party. Within 30 days after our request, you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for you: when you open an account or add any additional service, we will ask for your name, address, federal employer identification number and other information that will allow us to identify you. We may also ask to see other identifying documents.

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City Manager

ITEM NO. 7.8

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

**Subject:**

Discussion and possible action regarding the closing of East Third Street from Live Oak Street to Pecan Street for a 9/11 Twentieth Anniversary Memorial Ceremony on September 11, 2021.

Requested By: Sammy Bailey, Police Chief

Submitted By: Sammy Bailey, Police Chief

Date Submitted: August 4, 2021

For the Agenda of: August 9, 2021

**Procurement and Funding Statement:**

N/A

**Attachments:**

**Summary Statement:**

Lampasas Mayor T.J. Monroe, Kempner Mayor John "J.W." Wilkerson, and other public officials will host a ceremony to honor the twentieth anniversary of 9/11 on September 11, 2021 on the square in Lampasas.

The 9/11 ceremony is a tribute of remembrance, honoring the victims killed in the terrorist attacks of September 11, 2001 at the World Trade Center in New York, near Shanksville, Pennsylvania and in Washington D.C. at the Pentagon. Along with those that perished during the initial attacks and subsequent collapse of the World Trade Center were over 400 Firefighters and Police.

Since 9/11, the World Trade Center Health Program was established with over 125,000 people enrolling and 79,000 being First Responders. Thus far, additional health related deaths have occurred as a result of the terrorist attacks and at least 18,000 have been diagnosed with 9/11 related cancer. These additional deaths and surviving victims are also remembered.

**Recommendation:**

To consider a motion to approve the road closure of East Third Street between Liveoak Street and Pecan Street, on Saturday, September 11, 2021 from 6:00 a.m. to 11:00 a.m. This will help ensure the safety of those who attend the 9/11 Twentieth Anniversary Memorial Ceremony held at the bandstand on the square from approximately 8:00 a.m. till 10:30 a.m.

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City Manager

ITEM NO. 7.9

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

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**Subject:**

Discussion and Possible Action regarding approval of the Investment and Strategy Policy Resolution

Requested By: Yvonne Moreno, Finance Director

Submitted By: Yvonne Moreno, Finance Director

Date Submitted: August 4, 2021

For the Agenda of: August 9, 2021

**Procurement and Funding Statement:**

N/A

Attachments: Investment and Strategy Policy

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**Summary Statement:**

The Investment and Strategy Policy has to be approved by Resolution on an annual basis. No changes have been made since the prior approval on August 10, 2020.

**Recommendation:**

Motion to approve the City of Lampasas Investment and Strategy Policy.

# Resolution \_\_\_\_\_

CITY OF LAMPASAS

## INVESTMENT AND STRATEGY POLICY

August, 2021

### 1. POLICY

It is the policy of the City of Lampasas to invest public funds in a manner which will provide a reasonable market investment return with the maximum security while meeting the daily cash flow demands of the City and conforming to all state and local statutes governing the investment of public funds.

### 11. SCOPE

The investment policy applies to all the investment activities of the City of Lampasas. This policy serves to satisfy the statutory requirements to define and approve a formal investment policy and provide guidelines for all investment transactions. All of the funds listed below may be pooled for investment purposes in order to maximize investment earnings. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles. The strategy developed for this comingled portfolio will address the varying needs, goals, and objectives of the individual funds included in the portfolio.

#### Funds Included.

- A. General Fund
- B. Special Revenue Funds
- C. Capital Projects Funds
- D. Capital Reserve Funds E. Enterprise Funds
- E. Internal Service Funds
- F. Trust and Agency Funds – to the extent not required by law or existing contract to be kept segregated and managed separately.
- G. Debt Service Funds- including reserves and sinking funds, to the extent not required by law or existing contract to be kept segregated and managed separately.
- H. Any new fund created by the City, unless specifically exempted from this Policy by the City Council or by state or federal law.

These funds shall be accounted for in the City's comprehensive annual financial report.

City Funds Excluded: None.

Funds of the Lampasas Economic Development Corporation are invested under the Investment Policy and Strategy of the LEDC.

### 111. STANDARD OF CARE - PRUDENCE

The standard of prudence to be used by investment officials shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio.

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility and/or liability for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

In determining whether an investment officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration:

- A. the investment of all fund, or funds under the City's control, over which the officer had responsibility rather than a consideration as to the prudence of a single investment; and
- B. whether the investment decision was consistent with the written investment policy of the City.

#### IV. OBJECTIVE AND STRATEGY

The primary strategy of the City's comingled portfolio is to assure cash flows are matched with adequate liquidity. This may be accomplished by purchasing quality, short-term securities in a laddered structure or utilizing an investment pool or bank account. The dollar weighted average maturity of the entire portfolio will be one year or less. The City is primarily a buy-and-hold portfolio in which investments are matched to anticipated cash flow needs.

The primary objectives, in priority order, shall be:

**Safety.** Safety of principal is the foremost objective of the City of Lampasas. Investments of the City shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio.

**Diversification.** To obtain the overall objective of safety, diversification is required in order to minimize potential losses on individual securities.

**Liquidity.** The City's investment portfolio will remain sufficiently liquid to enable the City to meet operating requirements that might reasonably be anticipated. Cash resources required for the immediate needs of the City and not otherwise available for longer term investment will be placed in bank accounts at the City's depository or at an authorized pool.

**Yield.** Funds held for future capital projects or other reserves shall be invested in securities that match the anticipated cash flow needs of the bond proceeds. All other funds shall be invested at the highest rate available for the desired term in keeping with the safety parameters of the City.

The general investment strategy for the individual funds in the City's portfolio are found in "Appendix A".

#### V. RESPONSIBILITY AND CONTROL

**Delegation.** Management responsibilities for the investment program are the responsibility of the Director of Finance who shall be responsible for all transactions and compliance with the internal controls. The Director of Finance shall be designated as the Investment Officer of the City by Council resolution. The City Council may contract with an SEC register investment adviser to manage the portfolio under the direction of the City Manager and the Director of Finance.

The Investment Officer shall attend at least one investment training session within twelve (12) months after taking office or assuming duties and shall attend a training session, with at least 8 hours, at least once each city's fiscal biennium. The training must be provided by an independent source, which provides recognized continuing educational units (CEU/CPE), such as GFOA, TML, TCMA, GTOT, GFOAT, or University of North Texas.

**Transaction Authority.** The Investment Officer and Investment Adviser are authorized to initiate investment transactions. The Investment Officer is designated to transact wire transfers, buy or sell, and

trade investments in accord with the goals and objectives of the City's investment strategy. The Investment Adviser shall execute investment transactions at the direction of the Investment Officer.

Capability of Investment Management. The investment officer should be an individual, whose education, experience and background enables them to make sound investment decisions. The Investment Adviser shall be registered with the Securities and Exchange Commission under the 1940 Act.

## VI. ETHICS

Conflicts of Interest. Officers and employees directly involved in the investment process, and those authorized as depository signatories, shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

Disclosure. Such officers or employees shall disclose to the City Secretary and City Council any personal business relationship with a business organization offering to engage in an investment transaction with the City. All such officers or employees shall subordinate their personal investment transactions to those of the City.

An Investment Officer who is related within the second degree by affinity or consanguinity, as determined under the requirements of the Public Funds Investment Act, to an individual seeking to sell an investment to the City shall file a statement disclosing that relationship. This statement must be filed with the City Secretary, City Council and the Texas Ethics Commission. For purposes of this disclosure, an Investment Officer has a personal business relationship with a business organization if:

- A. The investment officer owns ten (10) percent or more of the voting stock or shares of the business organization or owns \$5,000.00 or more of the fair market value of the business organization;
- B. Funds received by the investment officer from the business organization exceed ten (10) percent of the investment officer's gross income for the previous year; or
- C. The investment officer has acquired from the business organization during the previous year investments with a book value of \$2,500.00 or more for the personal account of the investment officer.

## VII. AUTHORIZED INVESTMENTS

Pro-active Portfolio Management. The City intends to pursue a pro-active vs. a passive portfolio management philosophy. That is, securities may be sold before they mature if market conditions present an opportunity for the City to benefit from the trade.

With the exception of local government investment pools, bank transactions, and money market mutual fund transactions, investment transactions must be settled on a delivery versus payment basis assuring that the City has control of its assets and its funds at all times.

Authorized Investments. Financial assets of the City of Lampasas may be invested only in the following investments:

- A. Obligations of the U. S. Government, its agencies and instrumentalities, excluding mortgage-backed securities, and not to exceed two years to stated maturity, .
- B. FDIC insured or collateralized depository certificates of deposit issued by a bank doing business in Texas and collateralized in accordance with this Policy.
- C. Share Certificates from credit unions doing business in Texas and that is insured by the National Credit Union Insurance Fund or its successor.
- D. General debt obligations of any state or political subdivision in any US state rated AA or better with a stated maturity not to exceed two years.

- E. AAA-rated, SEC registered money market mutual which strives to maintain a \$1 net asset value and comply with SEC Rule 2a-7.
- F. Texas public funds investment pools organized under the Interlocal Cooperation Act which strive to maintain a \$1 net asset value and meet the requirements of Chapter 2256 Texas Government Code and comply with SEC Rule 2a-7. Participation shall be specifically approved by resolution of the City Council.
- G. FDIC insured or collateralized interest bearing accounts in banks doing business in Texas.
- H. FDIC insured brokered certificate of deposit securities from any bank in any US, delivered versus payment and not to exceed one year to stated maturity. Before purchase the Investment Officer or Investment Adviser must verify the FDIC status.

Changes in the Public Funds Investment Act will not impact or change this Investment Policy until the City Council has reviewed and adopted changes to the Policy.

Existing Investments. The City is not required to liquidate investments that were authorized investments at the time of purchase but are no longer authorized investments.

Effect of Loss of Required Rating. All prudent measures will be taken to liquidate an investment that is downgraded to less than the required minimum rating. The Investment Adviser or Investment Officer shall monitor, on no less than a monthly basis, the credit rating on all authorized investments in the portfolio based upon independent information from a nationally recognized rating agency. If any security falls below the minimum rating required by Policy, the Investment Adviser shall notify the Investment Officer of the loss of rating, and liquidate the investment and discuss liquidation conditions including potential loss of principal. Final disposition will be approved by the Investment Officer.

Length of Investments. The City shall invest in securities with a maximum stated maturity not to exceed two (2) years at the time of purchase. The maximum weighted average maturity (WAM) for the total portfolio shall not exceed one year.

FDIC Status. The Investment Officer or Investment Adviser shall monitor, on no less than a weekly basis, the status and ownership of all banks issuing brokered CDs owned by the City based upon information from the FDIC. If any bank has been acquired or merged with another bank in which brokered CDs are owned, the Investment Officer or Adviser shall immediately liquidate any brokered CD which places the City above the FDIC insurance.

Monitoring of Investments. It shall be the policy of the City to monitor investments monthly through reports from the Investment Adviser or a published record (such as the Wall Street Journal) and monthly statements of accounts.

Diversification. It shall be the policy of the City to diversify the investment portfolio. Diversification strategies shall be determined and revised periodically by the Investment Officer. In establishing specific diversification strategies, the following general constraints shall apply:

- A. Portfolio maturity dates shall be staggered to avoid concentration of assets in a specific maturity sector,
- B. Portfolio investment instruments shall be diversified by type,
- C. With the exception of U. S. Treasury securities and authorized investment pools, no more than 50% of the total investment portfolio will be invested in a single security type or with a single financial institution.

### Cash Flow Forecasting

Cash flow forecasting is designed to protect and sustain cash flow requirements of the City. The Investment Officer will maintain a cash flow forecasting process designed to monitor and forecast cash positions for investment purposes.

The external auditor shall provide an annual independent review to assure compliance with state law, policies and procedures.

### Monitoring Credit Ratings

The Investment Officer or Investment Adviser shall monitor, on no less than a monthly basis, the credit rating on all authorized investments in the portfolio based upon independent information from a nationally recognized rating agency. If any security falls below the minimum rating required by Policy, the Investment Officer shall notify the City Manager of the loss of rating, and liquidate the investment within one week.

### Monitoring FDIC Status for Mergers and Acquisitions

The Investment Officer or Investment Adviser shall monitor, on no less than a weekly basis, the status and ownership of all banks issuing brokered CDs owned by the City based upon information from the FDIC. If any bank has been acquired or merged with another bank in which brokered CDs are owned, the Investment Officer or Adviser shall immediately liquidate any brokered CD which places the City above the FDIC insurance level.

## X. SAFEKEEPING AND CUSTODY

### Collateral Pledged to the City

All time and demand bank deposits shall be secured by pledged collateral. In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be 102% of total value of principal and accrued interest in the deposits adjusted for the amount insured by the FDIC. The Director of Finance shall maintain evidence of the pledged collateral. The custodian shall send a monthly report of pledged collateral. The collateral report shall be reviewed monthly to assure that the market value of the pledged securities is adequate.

### Collateral Agreement

Collateral pledged to secure time and demand deposits of the City shall be held in accordance with a Collateral Agreement between the pledging bank and the City. The Agreement shall clearly define the procedural steps for gaining access to the collateral, substitution procedures, and events of default. The custodian shall be approved by the City but shall be an institution outside the holding company of the pledging bank. The collateral agreement shall include the signatures of authorized representatives of the City of Lampasas, the bank pledging the collateral, and preferably the custodian.

### Collateral Defined

- The City of Lampasas shall accept only the following securities as collateral:
- A. FDIC insurance coverage.
  - B. Obligations of the U. S. Government, its agencies and instrumentalities including mortgage-backed securities and CMO which pass the bank test of the Federal Reserve.
  - C. Obligations, the principal and interest on which, are unconditionally guaranteed or insured by the State of Texas or other US state rated A or better by at least one nationally recognized rating agency, or
  - D. A letter of credit from the Federal Home Loan bank.

### Subject to Audit

All collateral shall be subject to inspection and audit by the Director of Finance or the City's independent auditors.

Safekeeping of City Owned Securities

All securities owned by the City shall be safe kept by a Texas financial institution contracted by the City for safekeeping of its securities.

Delivery vs. Payment

All securities shall be settled into safekeeping using the delivery vs. payment method. That is, funds shall not be wired or paid until verification has been made that the safekeeping depository has received the correct security. The security shall be held on behalf of the City. The safekeeping depository records shall assure the City's ownership of the securities. The original copy of all safekeeping receipts shall be delivered to the City and maintained by the Investment Officer.

XI. REPORTING

Detail and summary quarterly reports will be prepared jointly and be individually signed by the Investment Officer and Investment Adviser and presented to the City Council and the City Manager on a timely basis. Monthly portfolio reports shall be presented monthly to the Council. The quarterly report must describe in detail the investment position of the City on the date of the report and must include:

- A summary statement of the portfolio with beginning and ending book and market value,
- Changes to the market value for the period,
- The ending market value for the period,
- The maturity date of each asset, and
- A statement of compliance of the investment portfolio as it relates to the investment policy and strategy and to the provisions of the Public Funds Investment Act, as amended.

All market prices will be obtained from an independent source.

XII. REVIEW AND REVISION

The City Officer will review the Investment Policy and Strategy at least annually and make recommendations to the City Council for any changes. The City Council will consider the changes recommended no later than November 1st of each year.

XIII. ADOPTION

This Policy and Strategy shall be adopted by resolution by the City Council at least annually. Any modifications made thereto must be approved by the City Council and shall appear in the adopting resolution.

\_\_\_\_\_  
Yvonne Moreno, Finance Director

Approved by the City Council:

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

\_\_\_\_\_  
TJ Monroe, Mayor

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

## APPENDIX A INVESTMENT STRATEGY FOR CURRENT ANNUAL REVIEW

August 2021

Recognizing that assets from the various funds shall be pooled for investment purposes, it is important that priorities for the various assets be recognized and planned for in the investment strategy. The investment priorities for assets from the various funds shall be as follows:

General Fund Savings (Primary purpose - payment of short term liabilities) Safety and Liquidity

General Fund Maintenance and Operations (Primary purpose - Long term anticipated maintenance needs) Safety, diversification, and yield

General Fund Equipment Reserves (Primary purpose - Long term savings) Safety, diversification, and yield

Hotel/Motel Community Center Reserves (Primary purpose - Long term savings) Safety, diversification, and yield

Electric Fund (Primary purpose - payment of short term liabilities) Safety and Liquidity

Electric Fund Deposits (Primary purpose - Long term savings) Safety, diversification, and yield

Electric Fund Designated Maintenance & Operations (Primary purpose - Long term anticipated maintenance needs) Safety, diversification, and yield

Electric Fund Designated System Improvements (Primary purpose — Long term earnings for Capital Projects) Safety Diversification, and yield

Water/Wastewater Fund (Primary purpose - payment of short term operating liabilities) Safety and Liquidity

Water/Wastewater Fund Deposits (Primary purpose - Long term savings) Safety, diversification, and yield

Water/Wastewater Fund Designated for Capital Projects and Equipment (Primary purpose — Long term earnings for projects and equipment needs) Safety, diversification, and yield.

Water/Wastewater Fund Maintenance & Operations (Primary purpose - Long term anticipated maintenance needs) Safety, diversification, and yield

Debt Service (Primary purpose — timely payment of debt service payments) Safety and Liquidity

Debt Service Reserves (Primary purpose - Long term savings) Safety, diversification, and yield

Aviation Fund (Primary purpose - payment of short term operating liabilities) Safety and Liquidity

Trust and Agency Savings (Primary purpose - Long term earnings for interest paid toward short term liabilities) Safety, diversification, and yield

While normal cash flow normally meets the payment of short-term liabilities, approximately 10% to 15% of the portfolio should be maintained in interest bearing accounts or the pool for liquidity access.

Approximately 60% to 70% of the total investments should be matched to known liabilities. Approximately, of the portfolio is reserve funds and is normally available for longer-term investments. All investments are to be based on on-going cash flow needs as determined by the Investment Officer.

With the exception of T-Bills or investment in TexPool and TexStar no more than \$5,000,000.00 (at face value) shall be invested in any one account.

\_\_\_\_\_  
Yvonne Moreno, Finance Director

Approved by the City Council:

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

\_\_\_\_\_  
TJ Monroe, Mayor

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

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Chris Felan  
Vice President  
Rates & Regulatory Affairs

July 27, 2021

City Official

Re: Rider GCR - Rate Filing under Docket No. 10170

Enclosed is Atmos Energy Corp., Mid-Tex Division's Statement of Rider GCR applicable for the August 2021 billing periods. This Statement details the gas cost component of the residential, commercial, and industrial sales rates for customers within your city. This filing is for informative purposes only and no action is required on your city's part.

Should you have any questions, please let me know.

Sincerely,

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

Chris Felan  
Vice President, Rates and Regulatory Affairs  
Atmos Energy, Mid-Tex Division

Attachment

ATMOS ENERGY CORPORATION  
MID-TEX DIVISION  
STATEMENT OF RIDER GCR

August, 2021  
PREPARED IN ACCORDANCE WITH  
GAS UTILITIES DOCKET NO. 10170<sup>1</sup>

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

Line	(a)	(b)
1	Estimated Gas Cost per Unit:	\$0.38080
2	Estimated City Gate Deliveries:	48,214,890
3	Estimated Gas Cost:	\$18,360,230
4	Lost and Unaccounted For Gas %	2.5932%
5	Estimated Lost and Unaccounted for Gas	\$476,117
6	Total Estimated City Gate Gas Cost:	\$18,836,347
7	Estimated Sales Volume:	48,297,980
8	Estimated Gas Cost Factor - (EGCF)	0.39000
9	Reconciliation Factor - (RF):	0.00000
10	Taxes (TXS):	0.00000
11	Adjustment - (ADJ):	0.00000
12	Gas Cost Recovery Factor - (GCRF)	0.39000 per Ccf

Btu Factor  
0.1024

Per MMBtu  
\$3.8086

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

Line	(a)	(b)	(c)	(d)	(e)
	<u>Fixed Costs</u>				
13	Fixed Costs Allocation Factors [Set by GUID 10170]	100.00000%	Rate R - Residential	Rate C - Commercial	Rate I - Industrial Service
14	a. Current Month Fixed Costs of Pipeline Services	\$37,441,431	64.3027%	30.5476%	5.1497%
15	b. Plus: Second Prior Month Recovery Adjustment	\$0	\$0	\$0	\$0
16	Net Fixed Costs	\$37,441,431	\$24,075,851	\$11,437,459	\$1,928,121
	<u>Commodity Costs</u>				
17	a. Estimated Commodity Cost of Pipeline Services	\$609,404	296,687	172,218	140,499
18	b. Plus: Second Prior Month Recovery Adjustment	\$0	\$0	\$0	\$0
19	Net Commodity Cost of Pipeline Services	\$609,404	\$296,687	\$172,218	\$140,499
20	Total Estimated Pipeline Costs (Line 16 + Line 19)	\$38,050,835	\$24,372,538	\$11,609,677	\$2,068,620
21	Estimated Billed Volumes		75,605,180 Ccf	46,836,880 Ccf	4,811,751 MMBtu
22	Pipeline Cost Factor (PCF) [Line 20 / Line 21]		0.32240 Ccf	0.24790 Ccf	\$0.4299 MMBtu
23	Gas Cost Recovery Factor - (GCRF) [Line 12]		0.39000 Ccf	0.39000 Ccf	\$3.8086 MMBtu
24	Rider GCR		0.71240 Ccf	0.63790 Ccf	\$4.2385 MMBtu
25					Rate I - Rate T -

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