

**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, October 11, 2021  
5:30 p.m. Workshop Session  
6:00 p.m. Regular Session**

Notice is hereby given that a regular meeting of the City Council of the City of Lampasas, Texas will be held on Monday, October 11, 2021, in the Calvert Municipal Building located at 302 E Third Street, Lampasas, Texas. The City Council of Lampasas, Texas reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed, as authorized by the Texas Government Code sections 551.071 (consultation with attorney), 551.072 (deliberations about real property), 551.073 (deliberations about gifts and donations), 551.074 (personnel matters), 551.076 (deliberations about security devices), 551.087 (economic development), and Section 551.086 (Relating to the authority of public power utility governing bodies to deliberate regarding competitive matters).

**WORKSHOP SESSION**

1. Call to order Workshop Session
2. Discussion and presentation from WCID, Paul Wilborn *(pgs. 5-8)*
3. Discussion and updates related to COVID-19 Pandemic. *(pgs. 9-10)*
4. Discussion regarding Hostess House Design and Construction Specifications. *(pgs. 11-28)*
5. Discussion regarding design documents and contract from SPA Skateparks. *(pgs. 29-48)*
6. Discussion regarding base pricing and design for Campbell Park Pavilion. *(pgs. 49-52)*
7. Discussion regarding phased implementation of the newly adopted Comprehensive Plan. *(pgs. 53-74)*
8. Discussion regarding any item on the regular agenda
9. 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

<b>2.0</b>	<b>MINUTES</b>	<b>PAGES</b>
2.1	Discussion and possible action concerning the approval of minutes of the Regular Meeting held on September 27, 2021	75-84
<b>3.0</b>	<b>CONSENT AGENDA</b>	<b>PAGES</b>
3.1	Discussion and possible action regarding purchases and charges in excess of \$4,000 from September 1,2021- September 30,2021	85-90
3.2	Discussion and possible action regarding the August 2021 Investment Report	91-110
<b>4.0</b>	<b>BOARDS/DEPARTMENT REPORTS</b>	<b>PAGES</b>
<b>5.0</b>	<b>ROUTINE MATTERS</b>	<b>PAGES</b>
5.1	City Manager's Operational Report <ul style="list-style-type: none"> <li>• Pre-Treatment</li> <li>• Council Work Plan</li> <li>• Eclipse</li> <li>• ACM</li> <li>• Wayfinding</li> </ul>	N/A
5.2	<b>MAYOR'S COMMENTS</b>	N/A
<b>6.0</b>	<b>UNFINISHED BUSINESS</b>	<b>N/A</b>
<b>7.0</b>	<b>NEW BUSINESS</b>	<b>PAGES</b>
7.1	Discussion and possible action regarding award of design and specification contract with Reliance Architecture for Structural Remediation, Renovations and Addition to Hostess House in an amount not to exceed \$130,570.00.	111-120
7.2	Discussion and possible action regarding award of Design/Build Contract with SPA Skateparks for design and construction of a Skatepark in Campbell Park.	121-140
7.3	Discussion and possible action regarding base pricing and design with options for Campbell Park Pavilion in an amount not to exceed \$175,885.00.	141-144
7.4	Discussion and possible action regarding RFP for Airport Terminal Improvements.	145-146
7.5	Discussion and possible action regarding the award of contract for utility line tree trimming to LCRA and McCoy Tree Surgery in an amount not to exceed \$150,000.00	147-152
7.6	Discussion and possible action regarding re-appointment/appointment of board members to the Construction Board of Adjustment and Appeal.	153-154
7.7	Discussion and possible action regarding re-appointment of board members to the Capital Improvement Program Committee (CIP)	155-156
7.8	Discussion and possible action regarding re-appointment of board members to the Planning & Zoning Commission.	157-158
7.9	Discussion and possible action regarding re-appointment of board members to the Zoning Board of Adjustment.	159-160
7.10	Discussion and possible action regarding re-appointment of board members to the Airport Zoning Board of Adjustment.	161-162
7.11	Discussion and possible action regarding re-appointment of board members to the Parks and Recreation Advisory Board.	163-164

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

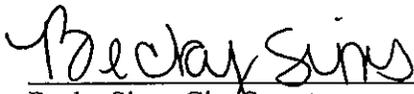
Adjourn Executive Session and reconvene Regular Session

**REGULAR SESSION**

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

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 5 day of October 2021 at 12:15pm

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

**THIS PAGE INTENTIONALLY LEFT BLANK**

  
City Manager

ITEM NO. WORKSHOP-2

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

---

---

**Subject:**

Discussion and presentation from WCID.

Requested By: Finley deGraffenried, City Manager

Submitted By: Finley deGraffenried, City Manager

Date Submitted: September 17, 2021

For the Agenda of: October 11, 2021

**Procurement and Funding Statement:**

WCID funding in the amount of \$15,000.00 is included in the FY 2022 Budget.

Attachments:

---

---

**Summary Statement:**

Paul Wilborn will be in attendance to provide updates related to maintenance and future upgrades to the district's flood control dams.

**Recommendation:**

Discussion Only



# Area dams become increasingly important

BY MADELEINE MILLER  
DISPATCH RECORD

Lampasas County dams are overlooked easily, and that means they work.

Water Control and Improvement District board members say residents can credit the dams with protecting their homes and businesses from floods during heavy rains.

During the rainy days experienced in early September, some residents of northern and northwestern Lampasas County received roughly 14 inches of rain over a several-day period.

The storm that caused the city's devastating 1957 Mother's Day flood dropped 18 inches of rain over northwestern Lampasas County in a single night.

"I'm fairly confident that, without the dams, we would have had water where we're sitting," said Paul Wilborn, president of the WCID board, during an interview at the Dispatch Record office in downtown Lampasas.

Heavy rainfalls upstream — west and northwest — of the city add a surge

of water to the Sulphur Creek watershed that is intercepted and slowly released by dams to prevent flooding at downstream sites, including the city.

The nine dams in the Sulphur Creek watershed can hold between 185 and 5,402 acre-feet of water, held back by an earthen embankment.

Water is released through each dam's primary spillway — a reinforced concrete pipe ranging from 18 to 40 inches in diameter that runs through the dam's embankment — to enter the Sulphur Creek watershed without overwhelming it.

The dams collect runoff from a total of 47,858 acres, each controlling areas that range from 294 to 12,819 acres.

If a dam reservoir fills too quickly to drain through its primary spillway, water flows through its emergency spillways. These openings are at one or both ends of the embankment 15 to 20 feet higher than the primary spillways.

Emergency spillways prevent water from flowing

over the top of a dam's embankment, allowing for the controlled drainage of excess water and protecting the dam from structural damage.

John Walker, vice president of the WCID board, said the dams have performed well since their construction in the early 1960s, but "they can't hold 50 inches of [continuous] rain."

Two years ago, the National Oceanic and Atmospheric Association increased the amount of rainfall required to qualify for 100-year and 1,000-year rain events in parts of Texas, as some areas of the state consistently have reported higher amounts of rain than previously was typical.

Qualifying 24-hour rainfall amounts for 100-year events increased between three and 13 inches in the Austin area.

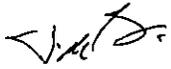
As weather patterns fluctuate, WCID board members examine maintenance and upgrades necessary to ensure the Sulphur Creek watershed dams can detain rising floodwaters.



COURTESY PHOTO

and earthen embankment of a Sulphur Creek watershed dam.

**THIS PAGE INTENTIONALLY LEFT BLANK**



**City Manager**

ITEM NO. WORKSHOP-3

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

---

---

**Subject:**

Discussion and updates regarding COVID-19 Pandemic

Requested By: Finley deGraffenried, City Manager

Submitted By: Jeff Smith, Fire Chief

Date Submitted: September 28, 2021

For the Agenda of: October 11, 2021

**Procurement and Funding Statement:**

Attachments:

---

---

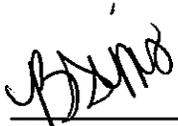
**Summary Statement:**

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

**Recommendation:**

Discussion, updates and direction from Council

**THIS PAGE INTENTIONALLY LEFT BLANK**

  
City Manager

ITEM NO. WORKSHOP-4

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

---

---

**Subject:**

Discussion regarding award of design and specification contract with Reliance Architecture for Structural Remediation, Renovations, and Addition to Hostess House.

Requested By: Finley deGraffenried, City Manager

Submitted By: Finley deGraffenried, City Manager

Date Submitted: September 30, 2021

For the Agenda of: October 11, 2021

**Procurement and Funding Statement:**

Funding FY 2022 for Design and Structural Improvement, and FY 2023 for Renovation- All from Fund 40.

Attachments: Email regarding desired scope, proposal, estimates including soft cost and contingency

**Summary Statement:**

---

---

Mr. Naylor, Reliance Architecture, LLC. has provided the attached proposal consistent with City provided scope. The following Architectural Services are being offered at a flat fee. Structural Remediation in the amount of \$32,070.00 and \$98,500.00 for Addition and Renovations. There are five phases to basic Architectural Services: Schematic Design, Design Development, Construction Documents, Bidding & Negotiations and Construction. As confirmed by Council during the budget process the timeline provided for complete design and structural improvements in FY 2022 with remaining renovation to be conducted on or about the first quarter of 2023. Based on Council input, the design includes the "Improved Function" and No.2 option for Kitchen Improvements. Mr. Naylor did include updated probable construction costs due to projected inflation for construction to begin mid-2022.

**Recommendation:**

Discussion Only

## Finley deGraffenried

---

**From:** Finley deGraffenried  
**Sent:** Wednesday, September 8, 2021 3:34 PM  
**To:** Antonio Naylor  
**Cc:** Chris Eicher; Vicki Tower  
**Subject:** Hostess House

Antonio,

Through the City's budget process, Council has identified a timeline and proposed scope of work for improvements to the Hostess House. The timeline should provide some phasing while not impacting current bookings. The parameters of a requested Proposal from your firm include:

Complete Structural, Architectural, MEP design and construction documents, under Scheme 1-Improved Function concept, and Option 2 Kitchen, to be 90% complete and funded in FY 2021-2022.

Complete bid and construction of structural improvements in FY 2021-2022.

Bid, award and complete remaining Scheme 1-Improved Function and Kitchen Option 2 to be constructed and complete Q1 2023.

Essentially, we would complete all design work plus structural improvements next fiscal year, and then complete the remaining renovation in winter of 2022-2023 to minimize any disruption in bookings. At this time, we do not anticipate any additional exterior improvements, however would defer to you regarding their inclusion perhaps as an alternate.

Let me know if this works for you, or if you care to further discuss. I would like to shoot for consideration of a Proposal at our September 27<sup>th</sup> meeting.

Thanks,

Finley

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/contingency etc		30%
Scope Costs w/ kitchen and softcosts		
	Balanced \$	983,153.00
	Improved Function \$	1,379,913.00

# City of Lampasas Hostess House Improvements

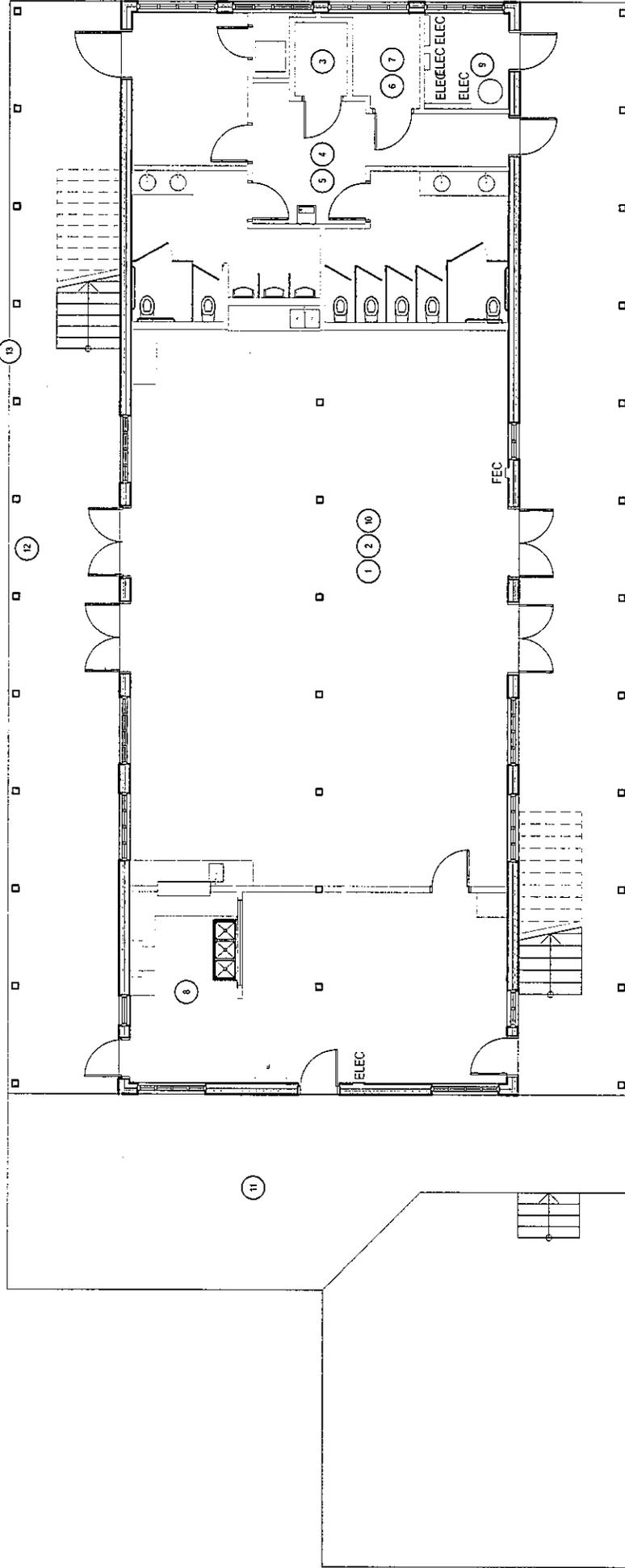
---

CONCEPT DESIGN UPDATE

06/06/2021



# GROUND FLOOR: EXISTING

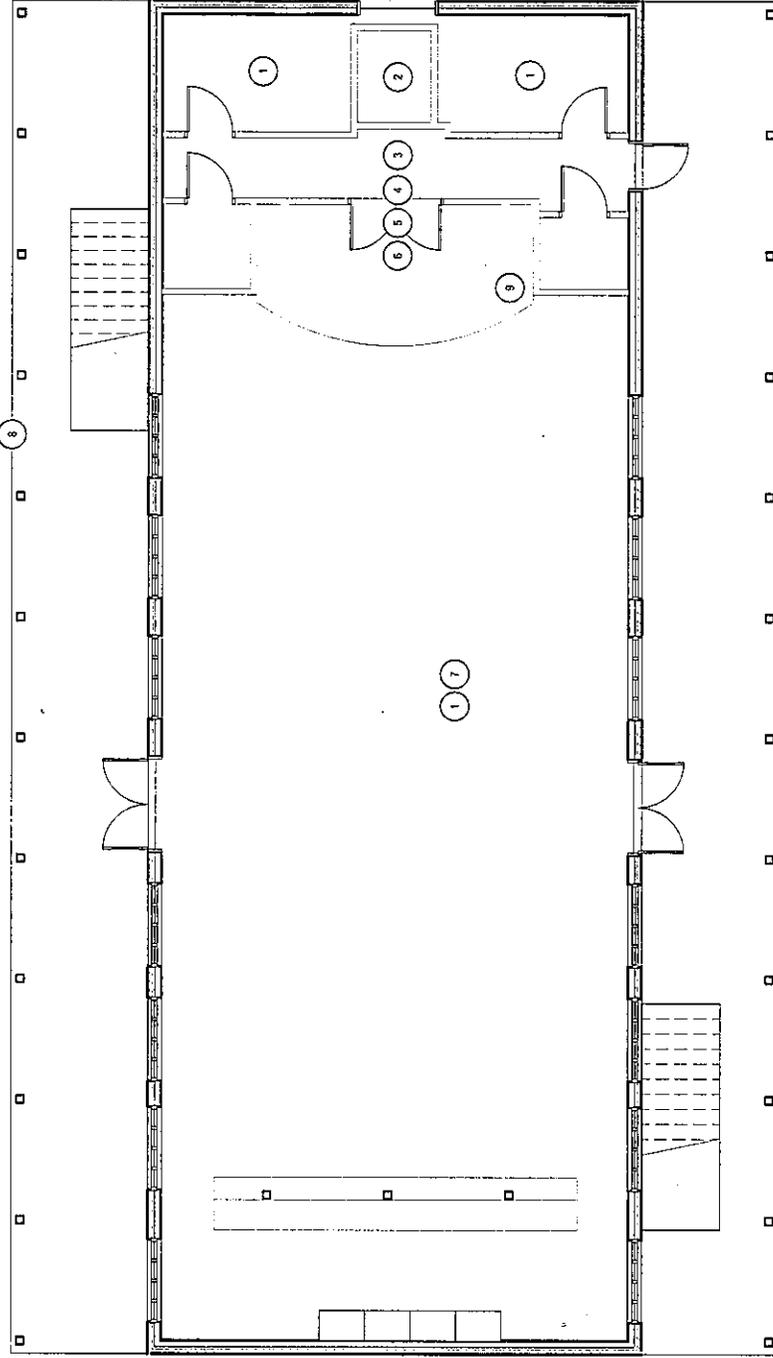


## FACILITY NEEDS AND IMPROVEMENTS

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. ADD STORAGE WITH DIRECT ACCESS FROM HALL
6. ADD CUSTODIAL WITH DIRECT ACCESS FROM HALL
7. IMPROVE KITCHEN FOR CATERING
8. REPLACE WATER HEATER
9. REPLACE LIGHTING WITH LED FIXTURES, IMPROVED EFFICIENCY
10. PROVIDE COVERED OUTDOOR DINING AT WEST DECK
11. RESTRICT ACCESS FROM SWIMMING POOL, ALTERNATE DECK EXIT
12. REPLACE AGING RAILING
13. REPLACE WOOD SCREENING, CONCRETE MASONRY UNITS
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



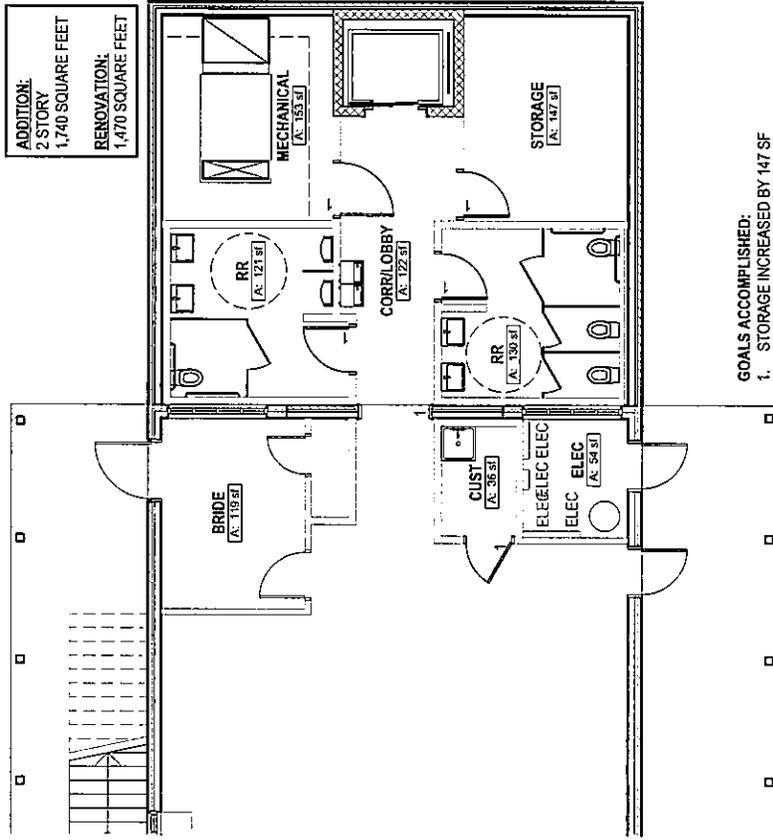
Hostess House Improvements | City of Lampasas

CONCEPT DESIGN UPDATE DRAWINGS

EXISTING NEEDS

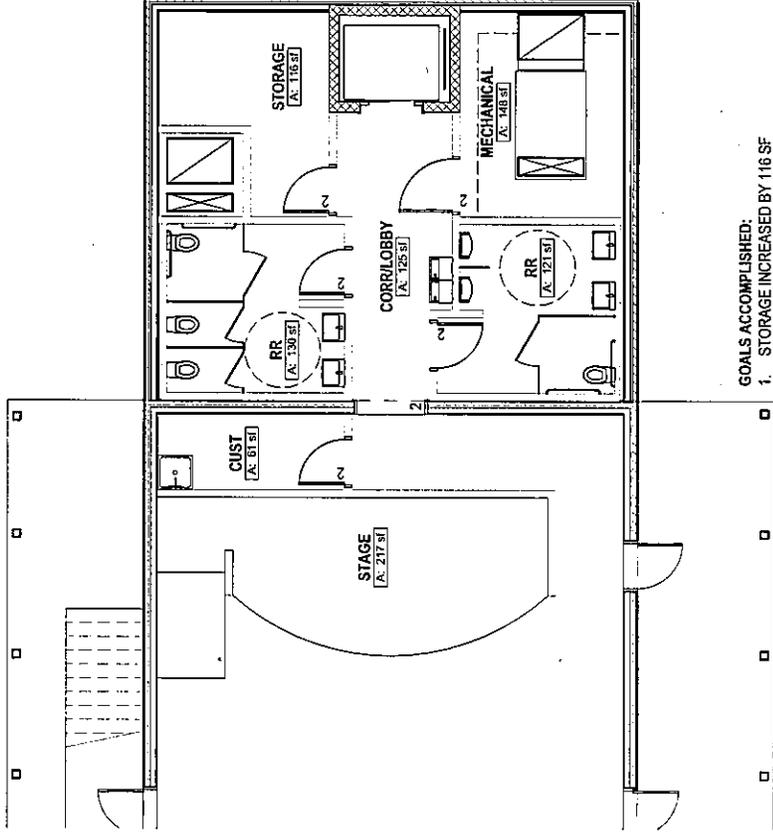
06/06/2021

# 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

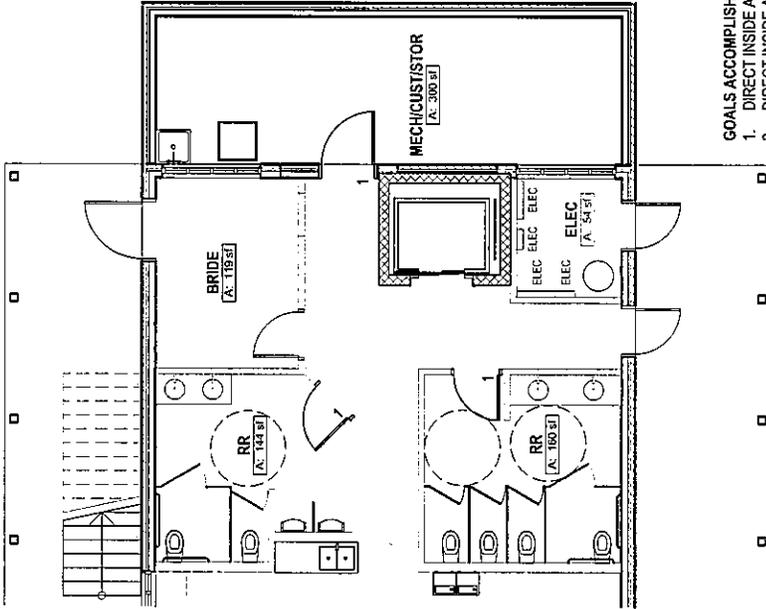
CONCEPT DESIGN UPDATE DRAWINGS

SCHEME 1: ENLARGED HALLS, STACKED ADDITION

06/06/2021

# SCHEME 2: BALANCED - \$545,900

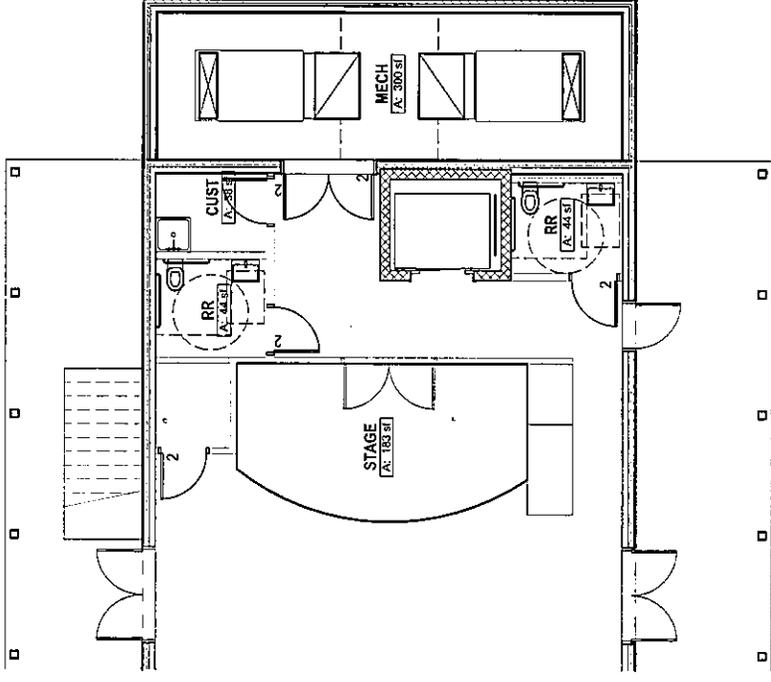
ADDITION:  
2 STORY  
686 SQUARE FEET  
RENOVATION:  
854 SQUARE FEET



## 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. HVAC 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 HVAC AND DUCTWORK
  6. LIGHTING UPGRADE
  7. ADDED HC RAMP TO STAGE
  8. ADDED CUSTODIAL CLOSET ON UPPER FLOOR

Hostess House Improvements | City of Lampasas

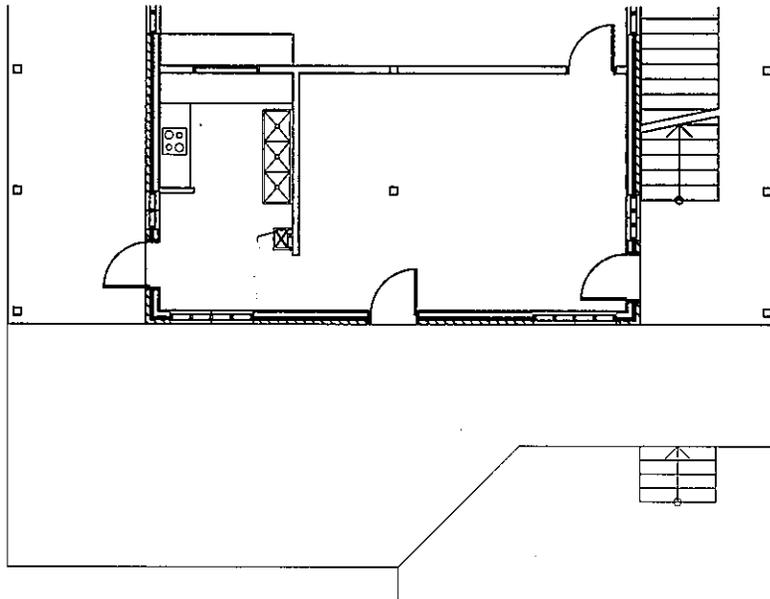
SCHEME 2: SAME HALLS SPACE, SMALLER ADDITION

CONCEPT DESIGN UPDATE DRAWINGS

06/06/2021

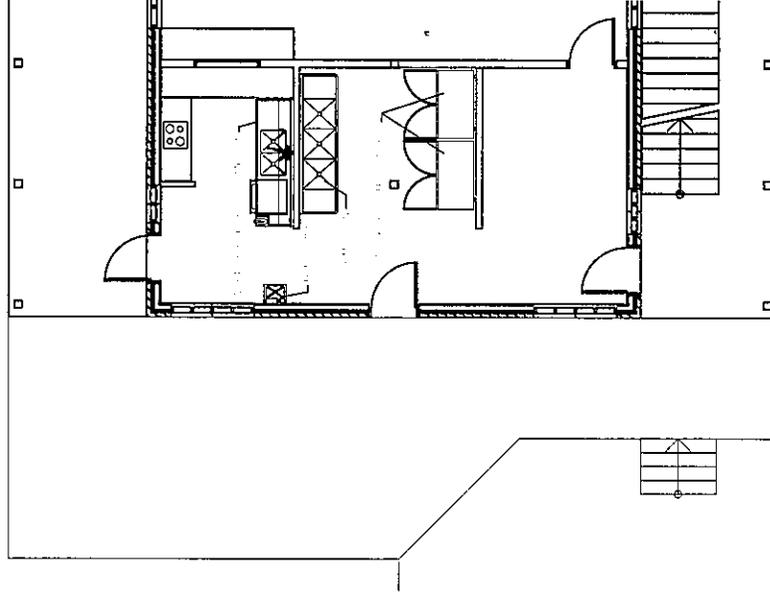


# KITCHEN UPGRADE OPTIONS



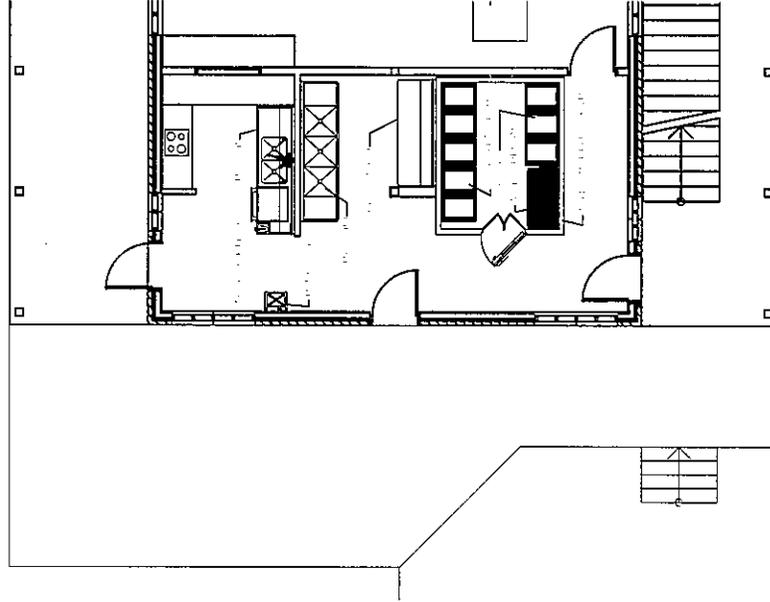
**UPGRADE SCOPE:**  
 RANGE AND DENLAR HOOD  
 MECHANICAL AUGMENTATION FOR HOOD  
 NEW CABINETS

**1** **OPTION 1 - \$23,400**  
 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

**2** **OPTION 2 - \$60,372**  
 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

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



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 50 LBS/SF  
 TO 100/LBS PER SF FOR PUBLIC EVENT  
 LOADS.

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



October 4, 2021

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



Dear Finley,

Reliance Architecture is pleased to submit our Part Two Architectural services and fee proposal for Structural Remediation, Renovations and Addition to Hostess House. This proposal shall be an Exhibit to the Owner-Architect Contract.

## SCOPE OF SERVICES

### Part Two: Architectural Services

Architectural services shall be per the *Standard Agreement between Owner and Architect*, including design, production of construction documents, bidding services and construction phase services. These are described in detail below. A small project contract is attached.

### PROJECT SCOPE

Reliance Architecture shall perform scope for Part Two services as per the scope of the project established upon selection and approval of the Predesign Conceptual Plan from Part One. The plans are as defined per Council Approved Concept. The conceptual plans and project budget are within the proposal. The budget has been adjusted for current changes in the industry cost with projected inflation for construction to begin in mid of 2022.

### Hostess House Structural Remediation

- Field Investigation and Documentation to produce As-Built Plans for use in Construction Documents (Owner's as-builts are missing pertinent information required by design team)
- Comprehensive Structural Review and Analysis of 1<sup>st</sup> Floor, 2<sup>nd</sup> Floor and Roof Structure
- Retrofit to add structure to first floor to increase the capacity for live load from 50 PSF to 100 PSF for events
- Removal of every other column at first level (Foundation work only, columns to remain)
- Structural retrofit to accommodate future Foodservice Equipment
- Alternate Bid item to relocate emergency egress stairs from access to pool level to east side of building for safety and security

Probable Construction Cost (w/ 10% Design Contingency)	\$207,100
Professional Services	\$32,070
Construction Contingency (10%)	\$22,781
Administrative Cost	\$0
Probable Project Cost Estimate	\$261,951

Reliance Architecture, LLC  
1306 Barrington Dr.  
Austin, TX 78753

(512) 758-7660

info@reliancearchitecture.com

reliancearchitecture.com

**Hostess House Addition and Renovations**

- Kitchen Renovation
  - New Range and Denlar Hood
  - Mechanical Augmentation to accommodate new Hood
  - New Foodservice Equipment
  - Plumbing and Electrical for new Foodservice Equipment
  - Minor Architectural Renovation
- 1<sup>st</sup> and 2<sup>nd</sup> Floor Renovation
  - Removal of every other column at first level (Additional structure as required for removal)
  - Modification of existing roof to tie into new addition
  - Demolition of Existing Restrooms at 1<sup>st</sup> Floor and Storage & Mechanical on 2<sup>nd</sup> Floor.
  - Demolition of existing elevator and infill
  - Renovation to expand 1<sup>st</sup> and 2<sup>nd</sup> Floor Halls into demoed areas (w ADA Accessible stage on 2<sup>nd</sup> Floor)
  - Replacement of Mechanical at 1<sup>st</sup> Floor (ductwork to be reused)
  - Replacement of Mechanical at 2<sup>nd</sup> Floor (includes new ductwork)
  - New ADA compliant Stage
  - Lighting Upgrade
- Addition
  - Wood frame structure to match existing building
  - Stone veneer to match existing
  - Metal roof with wood truss framing to match existing
  - New Elevator
  - 1<sup>st</sup> Floor and 2<sup>nd</sup> Floor– New Restrooms, Added Storage and Mechanical Room on both levels
  - Footprint of approximately 900 sf with 2 levels
  - New Mechanical, Power, Lighting and Plumbing
  - Mechanical yard for condensers

Probable Construction Cost (w/ 10% Design Contingency)	\$1,221,781
Professional Services	\$98,500
Construction Contingency (10%)	\$122,178
Administrative Cost (Geotch, Survey, TDLR Review)	\$13,700
<b>Probable Project Cost Estimate</b>	<b>\$1,456,159</b>

**FEE PROPOSAL**

**Part Two: Architectural Services**

The scope of services as described above for the project scope as described above will be provided for a fee listed below.

We propose providing our services, as described above, for a flat fee of **\$32,070.00** for Structural Remediation and **\$98,500** for Addition and Renovations at Hostess House. A retainer of **\$8,000.00** shall be remitted to Reliance Architecture for initiation of services.

Hostess House Structural Remediation		<b>\$32,070</b>
• As-built Documentation Services	\$4,920	
• Structural Analysis	\$7,680	
• Structural Engineering	\$11,520	
• Permitting	\$4,950	

- Construction Phase Services (3 visits for each discipline) \$3,000
- Additional Services
  - Architectural
    - Site Visit (Construction Phase) \$290/visit
    - Hourly Rate \$165/hour
  - Structural
    - Site Visit (Construction Phase) \$245/visit
    - Hourly Rate \$175/hour

**Hostess House Addition & Renovation \$98,500**

- Structural Engineering \$6,930
- Foodservice Consultant \$3,850
- Architectural Design Services \$18,470
- MEP Engineering \$20,000
- Construction Documents \$29,550
- Permitting \$4,925
- Construction Phase Services (3 visits for each discipline) \$14,775
- Additional Services
  - Architectural
    - Site Visit (Construction Phase) \$290/visit
    - Hourly Rate \$165/hour
  - Structural
    - Site Visit (Construction Phase) \$245/visit
    - Hourly Rate \$175/hour
  - Mechanical, Electrical and Plumbing
    - Site Visit (Construction Phase) \$270/visit
    - Hourly Rate \$185/hour

Phases of Work

Schematic Design	20%
Design Development	30%
Construction Documents	30%
Bidding and Negotiations	5%
Construction Administration	15%

**Compensation for Reimbursable Expenses**

- Printing, reproductions, plots, and standard form documents, as requested by the Owner
- Photo-realistic renderings or other marketing type materials, as requested by the Owner

**ARCHITECTURAL BASIC SERVICES**

Our Architectural Services will include working closely with City of Lampasas administration and staff to develop a design and provide advice and guidance that is customized to your needs.

There are five phases to basic Architectural services: Schematic Design, Design Development, Construction Documents, Bidding & Negotiations and Construction. Through these phases of the process, we work with you to turn your vision and needs into a built reality.

Schematic Design: Since a rough lay-out has already been developed by the district, the schematic design phase will consist mostly of working with City of Lampasas staff and stakeholders to confirm and adjust layouts as needed to arrive at a functional office layout that works for the intended department.

*Design Development:* Reliance Architecture will work with the City of Lampasas staff and stakeholders to flesh out and finalize designs of all spaces and select systems and finishes. These designs will be presented to the of City of Lampasas staff and stakeholders for review, comment, and approval. Reliance Architecture will reach out to City of Lampasas building officials and local fire marshal to review the project with them to ensure they do not have any concerns with the project. All comments and concerns received from regulatory officials at this time will be discussed with City of Lampasas and resolutions will be incorporated into the design. Throughout the design process Reliance Architecture will be vigilant in monitoring how the development of the design affects the project budget, inform City of Lampasas staff when decisions are made that compromise the proposed budget, and suggest design and material alternatives to keep the project within the proposed budget.

*Construction Documents:* Reliance Architecture will take the designs developed during the previous phases and produce documents for bidding, permitting and construction, including drawings and written specifications. Reliance Architecture will work with the City of Lampasas staff and stakeholders to ensure that the Construction Documents reflect the wishes and needs of the project.

*Bidding & Negotiations:* Reliance Architecture will work with the City of Lampasas to prepare bidding documents to solicit bids for the project by the delivery method of your choice. During bidding we will host a pre-bid conference (if desired by the City of Lampasas), answer any questions bidders have, consider cost-saving substitution requests, and discuss these with the City of Lampasas. At bidding, Reliance Architecture will help the City of Lampasas host a public bid opening and then help vet submitting contractors and rank the submitted bids. Also, during this phase, Reliance Architecture will submit documents for regulatory review, including City of Lampasas code review and TLDR review. If any changes are deemed necessary due to difference of interpretation of code, Reliance Architecture will make such changes to the Construction Documents and issue the changes.

*Construction:* Reliance Architecture will work as partners with the City of Lampasas and their selected contractor, as your advocate, to help ensure that the project is kept on schedule and that construction is done in accordance with the Construction Documents, while remaining available and flexible, as a finish-out project can often run into unforeseen conditions. Reliance Architecture will review shop drawings and product data from the contractor, answering questions from the field, attend regular progress meetings and regularly observe the construction to identify any deviations from the Construction Documents or conditions that will result in the project not being completed as expected. Reliance Architecture will make regular site observations every two weeks.

After construction is complete there is typically a one-year general warranty on the work. During this time, we will help you communicate with the contractor on any issues that may arise. As the one-year warranty approaches its end, we do one last inspection of the work with you to see if there is anything that should be taken care of under the warranty. After the one-year warranty is over, we continue to serve you and assist with issues you might have or with any future building needs.

## CLARIFICATIONS

Reliance Architecture requests:

- As-built or record documents of existing facilities including building plans and site plans;
- Site surveys and geotechnical reports for all district properties, where available;
- Harmful Materials (asbestos and lead) report for facilities;
- All items requested are preferred in digital format, where possible.

This proposal does not include:

- Site surveys;
- Measured or "As-Built" drawings;
- Soil / geotechnical investigations;
- Subsurface investigations;

- Investigation of inaccessible systems and infrastructure;
- Air quality investigation;
- Environmental investigations or reports;
- Direction on dealing with hazardous materials;
- Detailed or guaranteed cost estimating;
- Photo-realistic renderings;
- Printing;
- Permitting and regulatory review fees.

Best Regards,

Proposal Acceptance:

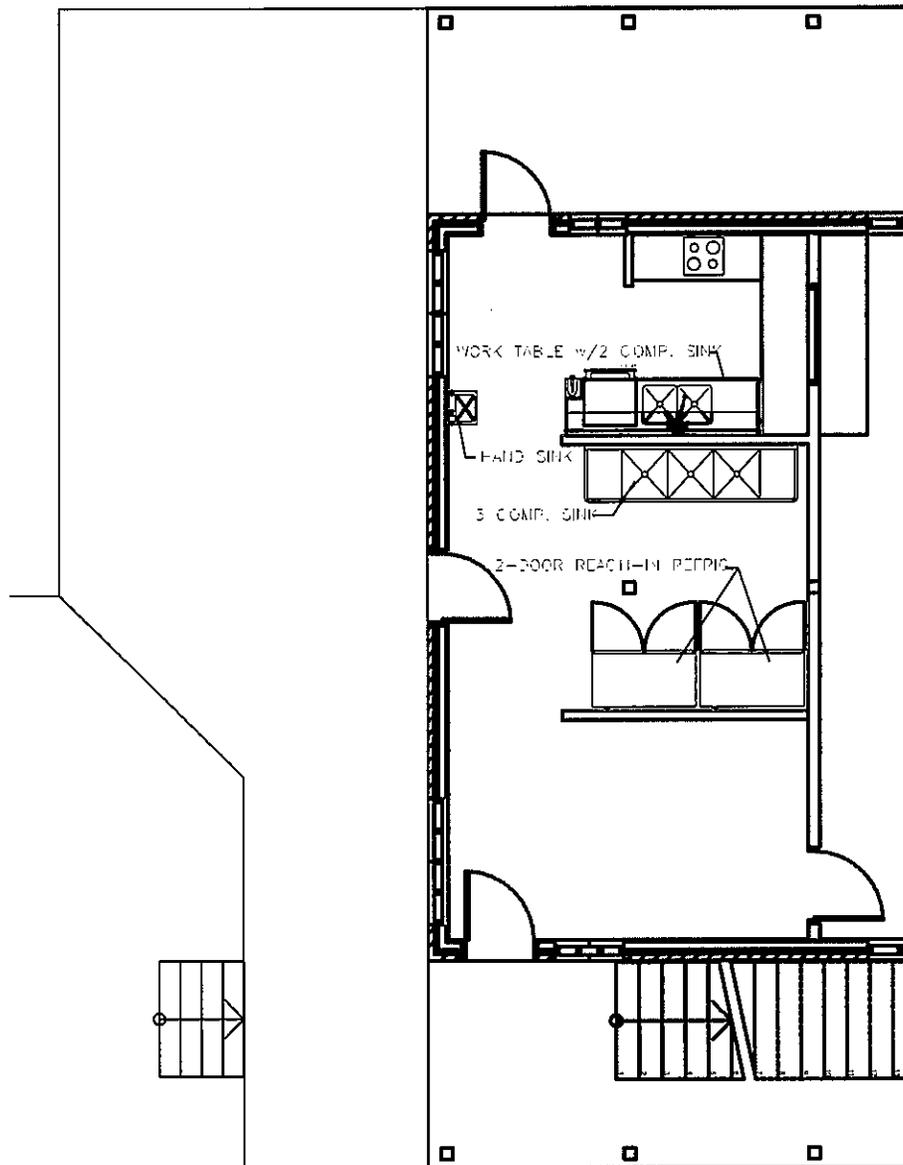


Antonio Naylor AIA, ALEP  
Principal Architect, Texas Registered #26403  
Reliance Architecture, LLC

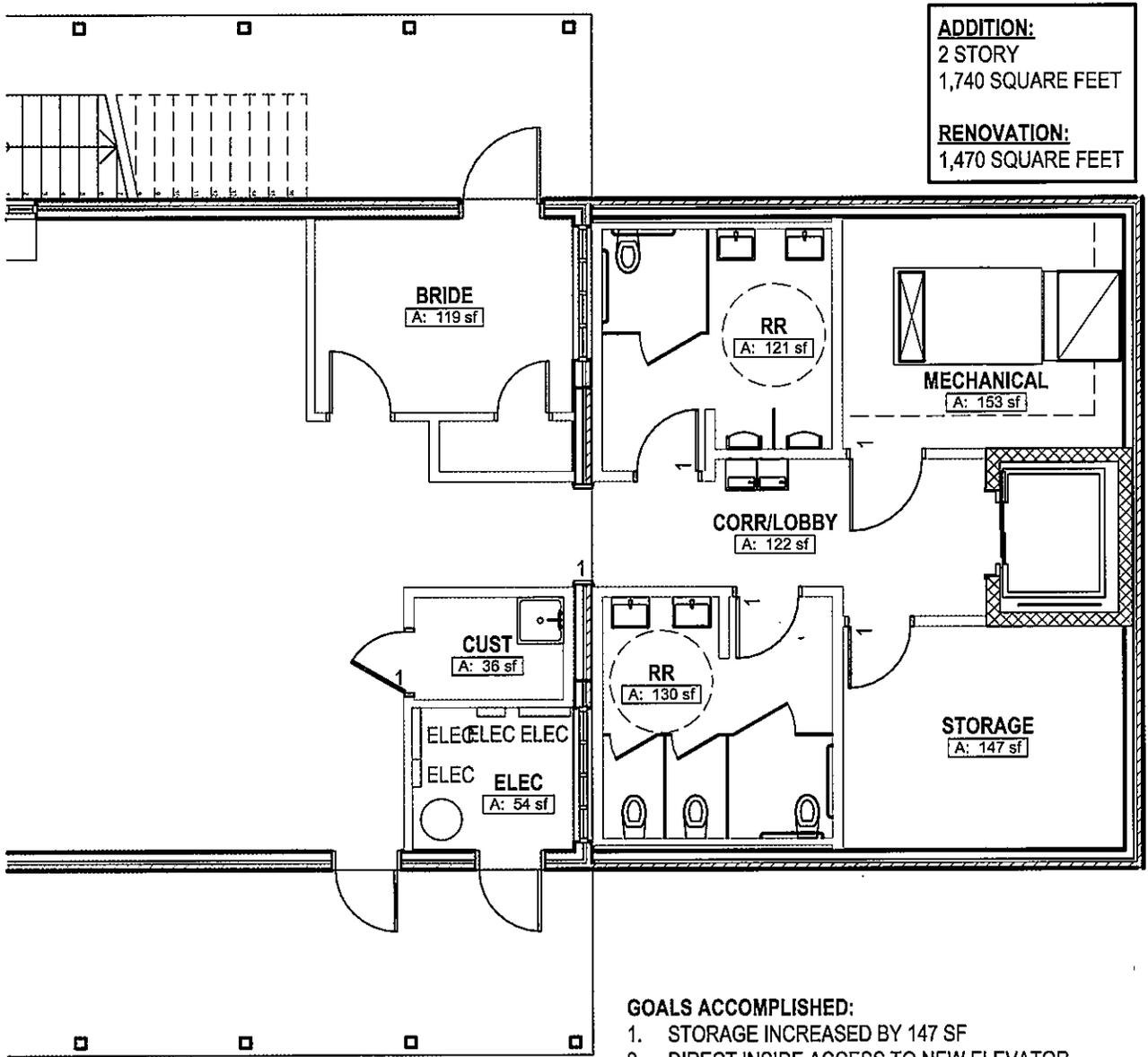
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_  
Date



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

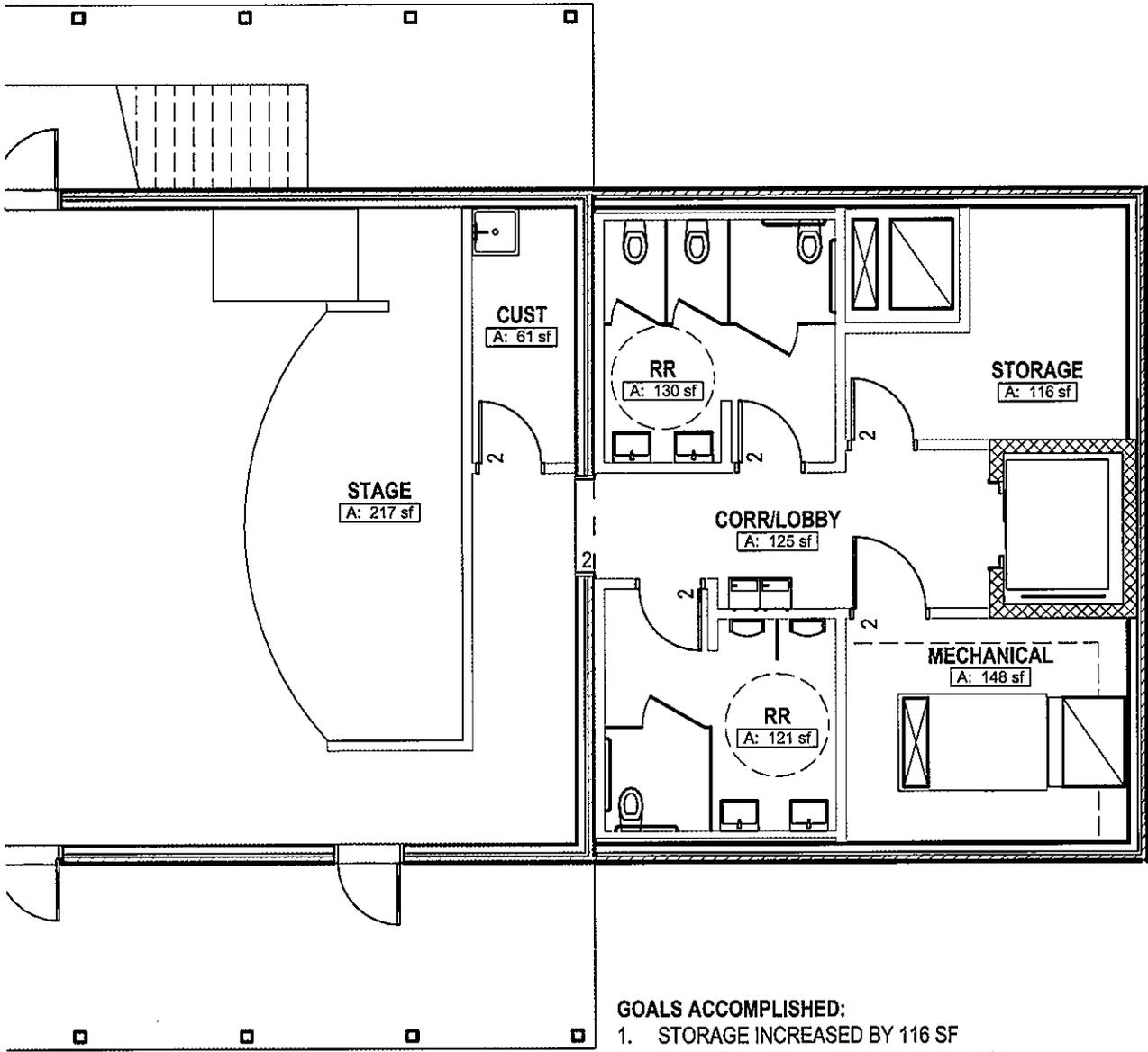


**ADDITION:**  
2 STORY  
1,740 SQUARE FEET

**RENOVATION:**  
1,470 SQUARE FEET

- 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 HAVC AND DUCTWORK
  7. LIGHTING UPGRADE
  8. WATER HEATER UPGRADE

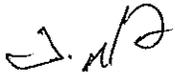
**1 GROUND LEVEL FLOOR PLAN**  
SCALE: 1/8" = 1'-0"



## 2 UPPER 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 HAVC AND DUCTWORK
  7. LIGHTING UPGRADE
  8. HC RAMP TO STAGE
  9. ADDED CUSTODIAL CLOSET ON UPPER FLOOR

  
City Manager

ITEM NO. WORKSHOP-5

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

---

---

**Subject:**

Discussion regarding Skate Park Design Documents and Contract with SPA Skateparks

Requested By: Finley deGraffenried, City Manager

Submitted By: Finley deGraffenried, City Manager

Date Submitted: September 30, 2021

For the Agenda of: October 11, 2021

**Procurement and Funding Statement:**

Attachments: Proposed Design-Build Agreement

---

---

**Summary Statement:**

The attached agreement outlines the steps, and costs, in the Design-Build process for the Campbell Park Skate Park. The design and budget process are outlined in two steps with input of the City and Stakeholders. At each step of the process the City may terminate the agreement, if conditions, design, or cost cannot be agreed to. The Agreement has been reviewed, and modified, by Staff and Legal Counsel prior to placement on the agenda for Council consideration. Milestones in the contract include approval of conceptual design and development with input from the City and public, including renderings, base plan, drawings, and preliminary cost estimate. The City will be obligated to pay \$18,000.00 upon completion of this task. Upon acceptance of the design drawings, SPA will prepare construction documents including a layout plan, drainage plan, construction details and other plans and specifications as may be required. Upon approval of the plans and specifications, the City will be obligated to pay SPA Skateparks \$12,000.00 Construction will commence upon agreement by the City for the project and Notice to Proceed by the City.

**Recommendation:**

Discussion Only

**DESIGN/BUILD AGREEMENT BETWEEN CITY OF LAMPASAS, TEXAS  
AND TRANSCEND, INC. D/B/A SPA SKATEPARKS**

THIS AGREEMENT BETWEEN CITY OF LAMPASAS AND TRANSCEND, INC. D/B/A SPA SKATEPARKS (this "Agreement") is made and entered into effective as of the --th day of -- 2021, and between CITY OF LAMPASAS, TEXAS, (the "CITY" or "OWNER"), and TRANSCEND, INC. D/B/A SPA SKATEPARKS (the "CONTRACTOR").

WITNESSETH:

A The CITY owns certain real property, with improvements situated thereon, located at 501 East North Ave. Lampasas, TX 76550 and known locally as Campbell Park (the "Property").

B The City desires to have certain improvements constructed on the Property (the "Project") consisting of the new City of Lampasas Campbell Park Skatepark (the "Skatepark"), which Project shall include the design and creation of a paved skateboard incorporating a paved bowl and/or other street style skating elements (the "Improvements"). All such Improvements are to be designed and constructed in accordance with the Plans and Specifications hereinafter described.

C Contractor desires to serve as the original (i.e., general) contractor for the aforementioned Project for purposes of furnishing the necessary design, site plans, labor and materials (collectively, the "Work,") as more specifically detailed in the 'Scope of Work and Budget', which scope and costs are detailed in the attached Exhibit "A," that is incorporated herein by reference for all purposes. The Scope of Work and Budget shall be utilized in the construction of the Improvements and Contractor shall, subject to and in accordance with the terms and provisions of this Agreement, supervise the design and construction of, purchase the materials for and furnish the equipment necessary to timely complete the Project, in accordance with same, unless otherwise amended, in writing, with the agreement of the City.

**NOW, THEREFORE,** for and in consideration of the responsibilities and the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the City and Contractor hereby agree as follows:

1 Development of the Project's Conceptual Master Plan Design. Contractor shall prepare a draft Master Plan for the Project which it agrees to promptly revise to the satisfaction of the City, after receiving input from the City and public, which input shall be utilized by the Contractor to develop the Project's conceptual Master Plan design. This portion of the Contractor's Work on the Project shall include preparation of a base plan, preparation of illustrative drawings and computer renderings thereof, development and presentation to the City of a 'preliminary cost estimate' and, preparation of a final conceptual design (collectively, the "Design Drawings and Preliminary Cost Estimate"). After Contractor completes and presents to the City the final "Design Drawings and Preliminary Cost Estimate, as outlined in this subsection, the City shall be obligated to remit payment to the Contractor in a total amount of eighteen thousand dollars (\$18,000), as agreed to by the parties. If, at this stage of the Work, the City and

Contractor cannot agree on *either* the final conceptual Master Plan design or an acceptable Preliminary Cost Estimate (e.g., on that is within the City’s budget for the Project) the City may elect to terminate this Agreement without future liability to Contractor or its subcontractors or materialmen and free of further responsibilities or obligations to Contractor under the Agreement.. (“Early Termination”) However, if at the time of Early Termination the Contractor has satisfactorily completed the final “Design Drawing and Preliminary Cost Estimate” stage of its Work, the City shall be obligated, to remit payment to the Contractor for the ‘Conceptual Design and Development’ costs of a total of \$18,000.00. - [Approximately every four \(4\) weeks during the progress of the Project’s Conceptual Master Plan Design phase, Contractor will submit to the City an application for payment covering the portion of the Work performed.](#)

2 Plans and Specifications. Promptly upon acceptance and written approval of the Design Drawings ng by the City, Contractor shall prepare all necessary construction documents for the Project, including a layout plan, a drainage plan, construction details, a final project budget, and such other plans or specifications as may be required for the Project, consistent with the Master Plan Design Drawings (collectively, the “Plans and Specifications”). Upon acceptance and written approval of the Plans and Specifications by the City, the City shall pay Contractor the total of twelve thousand dollars (\$12,000). [Approximately every four \(4\) weeks during the progress of the Project’s Plans and Specifications phase, Contractor will submit to the City an application for payment covering the portion of the Work performed.](#)

3 Subcontractors. All portions of the Work not performed directly by Contractor or Contractor’s employees shall be performed under subcontracts between the Contractor and the subcontractors, and such portions of the Work that shall be subject to, and will conform to, the requirements of this Agreement and the other Contract Documents. Promptly after acceptance and written approval of the Plans and Specifications by the City, Contractor shall furnish to the City a written list identifying all subcontractors Contractor proposes to use for the Work to be performed hereunder, if any. The Contractor shall assume the obligation to hire, contract with, pay, control the work performed by, and accept all liability for subcontractors and their performance, if any.

4 Construction Work: Utilities for the Work Provided by City. Contractor shall, in a good and workmanlike manner and in accordance with this Agreement, prosecute and perform the Work necessary to construct the Improvements described in and reflected on the Plans and Specifications. Contractor understands and acknowledges that the City is entering into this Agreement in reliance upon Contractor’s special skill and abilities in performing the Work detailed and required herein. Contractor has visited the Project site and immediately adjacent areas and has become familiar with the local conditions under which the Work is to be performed. Contractor shall supervise and direct the Work to be performed in connection with the construction of the Improvements upon the Property and the completion of the Project using Contractor’s best efforts, skill, judgment, abilities and attention, and Contractor shall be solely responsible for all fabrication, shipment, delivery and installation means, methods, techniques, sequences and procedures, and for coordinating and implementing all portions of the Work to be performed under this Agreement, including responsibility for providing all materials, labor and supervision for the Project. The Parties agree that the City will furnish Contractor access to temporary water and electricity service to be located within 150 feet of the Work. Contractor will utilize the temporary water and electricity service provided by the City free of charge and solely for the benefit of the

Work. Contractor will cooperate with the City and any of the City's separate or other contractors or laborers whose work might interfere with the Work to be performed by Contractor hereunder, and Contractor shall, as requested by the City, participate in the preparation of coordinated plans and schedules to alleviate any such interference or congestion related to the Contractor's use of the temporary water and electricity service provided to the Contractor for the Project. Contractor shall provide and pay for all labor, materials, equipment, tools, machinery, transportation, storage and other facilities, utilities (except those provided by the City at no expense) and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Project. Contractor shall at all times enforce strict discipline and good order among Contractor's employees and subcontractors and shall not employ or subcontract for the Project any unfit person or entity or anyone not skilled in the task assigned to them. Contractor will clean up and haul away all debris resulting from the performance of the Work hereunder and will at all times keep and leave the Project in as clean and orderly condition as the circumstances will permit. All materials, equipment, furnishings and fixtures incorporated in the Work will be new unless otherwise specified, and all Work to be performed hereunder will be of a good quality, free from faults and defects, and in conformance with the provisions of this Agreement, the Plans and Specifications and any other written instrument or document approved by the City and Contractor in writing and relating to the performance and prosecution of the Work in connection with the Project. (This Agreement, the exhibits attached hereto, the Plans and Specifications, the Budget and such other written instruments or documents, if any, approved by the City and Contractor in writing and relating to the performance and prosecution of the Work in connection with the Project are sometimes hereinafter referred to collectively as the "Contract Documents".)

5 Adequate Safety Precautions; Hazardous Substances; Differing Site Conditions

a Adequate Safety Precautions. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of its obligations pursuant to this Agreement. Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to: (a) employees/personnel present at the Project and other persons who may be affected thereby; (b) the Work and all materials and equipment to be incorporated therein, whether in storage on or off the Project site; and (c) all other property at the Project site or adjacent thereto, such as trees, shrubs, walkways, pavement, driveways, streets and utilities not designated for removal, relocation or replacement during the course of construction. Contractor shall erect and maintain, as may be dictated by the conditions surrounding the performance of the Work, reasonable safeguards for the safety and protection of all persons and property, including, without limitation, posting danger signs and warnings against potential hazards, promulgating safety regulations, and installing and maintaining safety and silt fencing around the perimeter of the Project site, if necessary. If and to the extent any hazardous materials or equipment or other unusual methods become necessary for the execution of the Work, Contractor shall exercise utmost care and carry on such activities under the supervision of properly qualified personnel. Owner shall be responsible for regulating access to the Property, and for excluding Owner's guests, employees and the public from the Property during the period when the Work is being performed, provided that Contractor shall cooperate with such efforts.

b Hazardous Substances. In the event Contractor encounters on the Property any Hazardous Substances (defined below) that Contractor knows, or reasonably believes, to be a Hazardous Substance which has not been rendered harmless, Contractor shall immediately stop Work in the affected area, report the condition to Owner in writing, and, if required by the applicable Legal Requirements, report the condition to all government or quasi-government entities with jurisdiction over the Project or Property. The Work in the affected area shall thereafter be resumed in the absence of a Hazardous Substance, or when it has been rendered harmless by Owner or, if reasonably disputed, by written agreement of Owner and Contractor. Contractor will not be required to perform, without Contractor's consent, any Work relating to Hazardous Substances existing on the Property and not placed on the Property by Contractor, a Subcontractor, or any other person or party acting by, through, at the direction of, or under the authority of any of them (an "Owner Hazardous Substance"). Contractor will be entitled, in accordance with the Agreement, or as mutually agreed by Owner and Contractor, to an adjustment in the Contract Price and/or Contract Times to the extent Contractor's cost and/or time of performance have been adversely impacted by the presence of Hazardous Substances. To the fullest extent permitted by law, Owner shall indemnify, defend and hold harmless Contractor, Subcontractors, anyone employed directly or indirectly by any of them, and their officers, directors, employees and agents (collectively, the "Contractor Indemnitees") from and against any and all claims, losses, damages, liabilities and expenses, including reasonable attorneys' fees and expenses, arising out of or resulting from the performance of the Work in the affected area if, in fact, the material is an Owner Hazardous Substance, and provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including loss of use resulting therefrom, but not if caused by the negligent acts or omissions of Contractor, anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless Owner, its officers, directors, employees, agents, consultants, and representatives (collectively, the "Owner Indemnitees") from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from any Hazardous Substance provided by, through, or under Contractor ("Contractor Hazardous Substances"), provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property including loss of use resulting therefrom, but not if caused by the negligent acts or omissions of Owner, anyone directly or indirectly employed by Owner or anyone for whose acts Owner may be liable. "Hazardous Substances" are defined as (a) any "hazardous waste" or "regulated substance" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et seq.), as amended from time to time, and regulations promulgated thereunder; (b) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601 et seq.) ("CERCLA"), as amended from time to time, and regulations promulgated thereunder; (c) any "toxic substance" as defined by the Toxic Substance Control Act (15 U.S.C. Section 2601 et seq.), Texas Water Quality Act (Tex. Water Code Ann. Sections 26.001-225), Texas Solid Waste Disposal Act (Tex. Rev. Civ. Stat. Ann. art. 4477-7), Texas Clear Air Act (Tex. Rev. Civ. Stat. Ann. art. 4477-5), and Texas Hazardous Substance and Spill Prevention and Control Act (Tex. Water Code Ann.

Sections 26.261-268), as amended from time to time, and any regulations promulgated thereunder; (d) asbestos or “asbestos containing materials” defined in the National Emissions Standards for Asbestos (40 C.F.R. Section 61.140 et seq.); (e) polychlorinated biphenyls; (f) underground storage tanks, whether empty, filled or partially filled with any substance; (g) any substance the presence of which on the Site is prohibited by any governmental requirements; and (h) any other substance which is deemed to be hazardous under applicable Legal Requirements or which by any governmental requirements requires special handling or notification of any federal, state or local governmental entity in its collection, storage, transportation, treatment or disposal.

c Differing Site Conditions. Concealed or latent physical conditions or subsurface conditions at the Property that (i) materially differ from the conditions indicated in the Contract Documents, or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work are collectively referred to herein as “Differing Site Conditions.” If Contractor encounters a Differing Site Condition, Contractor will be entitled to a proportionally reasonable adjustment in the Contract Price and/or Contract Times to the extent Contractor’s cost and/or time of performance are adversely impacted by the Differing Site Condition. Upon encountering a Differing Site Condition, Contractor shall provide prompt written notice to Owner of such condition, which notice shall not be later than fourteen (14) days after such condition has been encountered. Contractor shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

6 Commencement and Completion of Work; Mobilization Fee. Contractor shall commence the construction portion of Work promptly upon receiving a Notice to Proceed from the City, which notice shall be given only upon the City’s approval of the Plans and Specifications, and Budget for the Project, it being understood that the City shall not unreasonably withhold the Notice to Proceed. After completion of Plans and Specifications as described in Section 2 above and included with the Contractor’s first payment application for construction, the City shall pay to Contractor a Mobilization Fee in an amount equal to ten percent (10%) of the total Budget for the Work. At Contractor’s sole risk, Contractor may commence preparing for the Work at the Property prior to receiving the Notice to Proceed, subject to the terms of this Agreement, provided that no such Work preparation shall occur at the Property unless pursuant to written instructions from the City to Contractor. The City will obtain any required permits and licenses prior to commencement of construction, with the Contractor’s reasonable assistance, if requested. Contractor will, from and after the date on which construction commences, diligently and continuously perform and prosecute the Work to its completion in accordance with the Contract Documents, and shall use its best efforts to achieve final completion of the entire Project within three hundred and sixty five (365) days after Contractor’s receipt of the City’s Notice to Proceed for Construction phase (such date of required completion being referred to herein as the “Scheduled Completion Date”). The City’s issuance of a notice to proceed for construction and the Contractor’s construction start date will be coordinated and determined by both parties at a preconstruction meeting. Notwithstanding any provision contained herein which could be construed to the contrary, final Completion (herein so called) of the Project shall not be deemed to have occurred until and unless (a) construction thereof is sufficiently complete so that the Project

may be used by the City for its intended purpose, subject only to minor “punch list”-type items, (b) all required permits, licenses, certificates of compliance, certificates of occupancy and other approvals from the applicable governmental authorities exercising jurisdiction over the Project shall have been issued, (c) all utilities necessary to service the Improvements, if included as part of Contractor’s Work, have been connected and are available for immediate use, and (d) the City shall have conducted an inspection of the Project, shall have reasonably approved of same, and shall have reasonably determined that all Work has been completed substantially in compliance with the Contract Documents, subject only to completion of punch-list items. Within ten (10) days of notice from Contractor that Completion has occurred, the City and Contractor shall inspect the Work for purposes of creating a list of punch-list items. Upon Completion of the Project, if requested by the City, Contractor shall join with the City in the execution of an Affidavit of Completion (herein so called) or similar instrument evidencing Completion of the Project; provided, however, that any failure or refusal on the part of Contractor to execute such Affidavit of Completion upon Completion of the Project shall not prejudice the right of the City to unilaterally execute such Affidavit of Completion and cause the same to immediately be filed of record in Lampasas County.

7 Liquidated Damages. If the Contractor has not completed the Work by the Scheduled Completion Date as required by the Contract Documents, then liquidated damages payable by the Contractor to the Owner shall accrue in the amount of two hundred dollars (\$200.00) per business day until the Contractor achieves completion of the Work, unless progress of Work has been impacted partially or wholly by parties outside of Contractor’s control. The Owner and Contractor agree that actual delay damages would be difficult to determine and that the liquidated damages set forth herein are a reasonable measure of delay damages and are not a penalty. ~~[Please insert a Liquidated Damages provision if construction not completed by “Scheduled Completion Date.”]~~

8 Force Majeure/Contractor Delay. At Contractor’s sole discretion, Contractor shall be excused from performance entirely or in part, or for the period of any delay in performance of any obligations hereunder, when it is prevented from doing so by the wrongful or negligent acts or omissions of the City or by causes beyond either party’s control, which shall include, pandemic related delays, all labor disputes, civil disturbance, war, warlike operations, invasions, rebellion, hostilities, military or usurped power, sabotage, governmental orders, regulations or controls, fires or other casualties, adverse weather conditions, inability to obtain any material or service, or acts of God.

9 Contractor’s Fee. For and in consideration of the faithful performance of this Contract in accordance with all terms herein contained, the City agrees to pay the total cost of the Work as set forth in the Budget not to exceed three hundred thousand dollars (\$300,000.00), unless agreed to in writing by both parties, and as noted in the final Construction Plans and Specifications , inclusive of the specific payments made after completion of early stages of the Work to Contractor, as provided above: (“Contractor Fee”). Such Contractor Fee will be paid by the City to Contractor as the Work progresses as described in Paragraph 10 below. Contractor shall be entitled to no other compensation for the Work to be performed hereunder, and Contractor expressly covenants and agrees that all expenses incurred by Contractor in the conduct of its activities and the performance of its obligations and services hereunder shall be borne exclusively

by Contractor (even if at variance with the Budget), and Contractor shall be solely responsible for the payment of same. Contractor understands and agrees that Contractor, as a design build contractor pursuant to the terms of this Agreement, shall not be entitled to any benefits, fees, or claims for same not expressly specified in this Agreement.

10 Changes in the Work. No change, modification, addition, deletion or other revision to the Work and/or the Contract Documents in furtherance of the Project shall be valid, binding or effective unless a written change order approved by the City and signed by the City and Contractor shall authorize the same. In the event of any such written change order approved by the City and signed by the City and Contractor, the value of the labor or materials, or both, added or omitted from the Work to be performed in furtherance of the Project shall be computed and determined by Contractor, subject to the written approval and acceptance by the City, and the amount so determined shall be added to or deducted from the Budget. Contractor shall have no claim for additional work performed by Contractor unless such work has been done pursuant to a written change order approved by and signed by the City and Contractor. If, as the result of any valid change order effected pursuant to the provisions of this Paragraph 9, the applicable changes in the Work may reasonably be expected to delay Contractor in achieving Completion of the Project, the City and Contractor may agree and stipulate in the written change order itself that the Scheduled Completion Date will be extended by the appropriate number of days corresponding to the anticipated delay. However, absent any such stipulation in the change order serving to extend the Scheduled Completion Date, the Scheduled Completion Date shall not be deemed to be extended and Contractor will be expected to achieve Completion of the Project (including those portions of the Work covered by the change order) on or prior to the Scheduled Completion Date.

11 Progress Payments. All payments to Contractor hereunder shall be made on a work-in-place basis following inspection and approval by the City, such approval not to be unreasonably withheld. Approximately every four (4) weeks during the progress of construction, Contractor will submit to the City an application for payment (referred to herein as an "Application for Payment") covering the portion of the Work performed (and materials used) for which payment has not been previously made. Each such Application for Payment shall be in form and substance reasonably satisfactory to the City and shall include, without limitation, (a) the amount due for the Work performed for which Contractor is requesting payment, (b) a reasonably detailed breakdown and itemization of such Work and the amount due, (c) the percentage of completion of the Work performed, (d) the sum of all prior payments made from the City to Contractor hereunder, and (e) such other information and attachments as shall be reasonably required by the City for purposes of evaluating the Work performed for which Contractor is requesting payment. At the time Contractor submits an Application for Payment to the City, if requested by the City, Contractor will also provide to the City true, correct and legible copies of all invoices and bills for labor and materials incorporated in the Work and which are to be paid from the proceeds of the payment to be made by the City at such time. Within seven (7) calendar days following the timely submission of an Application for Payment by Contractor to the City, the City shall provide notice to Contractor stating either: (1) that the Application for Payment as submitted by Contractor has been approved by the City, or (2) that payment will be withheld until Contractor shall perform such corrective measures as shall reasonably be specified by the City to ensure that the Work performed for which payment is to be made conforms in all substantive respects to the Contract Documents. Within thirty (30) days following the City's receipt of the Application for Payment or, as applicable,

within thirty (30) days after Contractor's completion of such corrective measures as shall have been reasonably identified by the City as aforesaid, and subject to the other provisions of this Agreement, the City shall make payment to Contractor.

12 Effect of Application for Payment. Each Application for Payment made from Contractor to the City hereunder shall be deemed a representation and warranty by Contractor to the City that, as of the date of such Application for Payment: (a) there exists no Event of Default (as hereinafter defined) and no event or condition that, with notice or lapse of time, or both, would constitute an Event of Default; (b) there has been no material variance from the Contract Documents with respect to the Work performed through the date of such Application for Payment, and (c) all Work performed in furtherance of the construction of the Improvements at the then current state of construction has been done in a good and workmanlike manner, and all materials, equipment, furnishings and fixtures usually furnished and installed at such time have been so furnished and installed in a good and workmanlike manner.

13 Retainage. During the period in which the Work is being performed and for thirty (30) days thereafter, the City shall retain five percent (5%) of the amounts paid by the City under Paragraph 8 above (the "Retainage"), however, not including amounts related to professional (design) services such as those listed in Sections 1 and 2 above. Subject to the provisions of this Agreement, such Retainage as aforesaid will be advanced to Contractor as the final payment hereunder upon the later of: (i) the expiration of thirty-one (31) days following Substantial Completion of the Project, or (ii) Contractor's completion of the punch-list items referred to in Paragraph 6 above.

14 Withholding of Payments. Notwithstanding any provision contained herein which could be construed to the contrary, the City shall not be obligated to make any payment to Contractor hereunder (whether a progress payment or the final payment) if any one or more of the following conditions exist:

a An Event of Default, or any event or condition which, with notice or lapse of time, or both, would constitute an Event of Default by Contractor, has occurred;

15 Inspection by the City. The City shall have the right, but not the obligation, at any time and from time to time during construction of the Improvements to inspect the progress of the Work and to ensure that the same is being prosecuted and performed fully in accordance with the Contract Documents; provided, however, no inspection made by the City shall relieve Contractor of any of its obligations hereunder, including, without limitation, Contractor's obligations to correct defects in the Work and to provide the warranties set forth in this Agreement. In addition, the City, at its own expense, shall have the right, but not the obligation, to appoint a person or firm with architectural and/or engineering expertise (for convenience, referred to herein as the "The City's Architect") to observe, inspect, monitor and test the Work performed hereunder and the progress of construction at the Project. Contractor covenants and agrees that the City's Architect shall be permitted to visit and be on the Project from time to time for such purposes and Contractor shall use its best efforts to cooperate fully with the City's Architect in the performance of its duties and to supply the City's Architect with such materials and information as the City's Architect may reasonably request for such purposes.

16 Correction of Work. All Work not conforming to the requirements of the Contract Documents, or portions of the Work that is rejected by any governmental authority, will be considered defective. Contractor shall promptly correct defects in the Work, whether observed before or after final completion of the Project and whether or not fabricated, installed or completed. Contractor shall bear all costs and expenses of correcting defective Work. The City may correct any defective Work: (a) which Contractor does not undertake to correct within ten (10) days following written notice from the City to Contractor of the need for such correction and which Contractor thereafter fails to continue to correct with due diligence, or (b) without notice of defect to Contractor by the City, in the case of an emergency. In the event the City undertakes to correct defects in the Work as aforesaid, Contractor shall reimburse the City for all costs and expenses reasonably incurred in connection therewith promptly on demand, supported by reasonable documentation of such costs and expenses. The provisions of this paragraph will apply to Work done or furnished by Contractor or its employees. If the City, in its sole and absolute discretion and without any obligation to do so, knowingly elects to accept Work which is defective, then the City may do so instead of requiring its correction, in which case the Contractor's Fee, payable to Contractor under Paragraph 8 above, will be reduced as appropriate and equitable. Such adjustment shall be made by the City whether or not final payment has been made to Contractor hereunder.

17 No Liens. The Parties agree and acknowledge that the Project is a public project. So long as the City makes payments in accordance with the terms hereof, Contractor shall not voluntarily file, permit to be filed by its contractors, laborers or subcontractors, or otherwise impose, any mechanic's, materialman's, laborer's or other similar lien or encumbrance on any portion of the Project or the Property. If any such lien, encumbrance or claim thereof is filed or otherwise imposed, Contractor shall, immediately on request, and at no cost, charge or expense to the City, cause the same to be released, canceled and discharged of record. If any such lien, encumbrance or claim thereof is filed or otherwise imposed, and if Contractor shall not cause such lien, encumbrance or claim to be released, canceled and discharged promptly (and in no event later than thirty (30) days following written notice from the City requesting Contractor to do so), and the existence of such lien, encumbrance or claim has resulted in or will soon result in a material adverse effect on the City or the City's business, the City shall have the right to pay all sums reasonably necessary to obtain such release, cancellation and discharge and the cost thereof shall be reimbursed to the City from Contractor on demand. Contractor shall defend, indemnify and hold harmless the City and the Project (including the Property and all improvements thereon) from and against any and all claims, losses, demands, causes of action or suits of whatever nature arising out of any such lien, encumbrance or claim thereof. Notwithstanding any provision contained herein which could be construed to the contrary, the City shall in no event be required to make payments to Contractor hereunder at any time when any such lien, encumbrance or claim thereof shall be outstanding. Additionally, the City may withhold from any payment due to Contractor hereunder such amounts as are necessary to pay any and all claims for which the City has received notice (for convenience, a "Claim Notice") from any person or party providing labor and/or materials, including, without limitation, specially fabricated materials, used in the construction of the Improvements on the Project, and the City may pay such claims directly to such persons or parties as shall have provided the City with the Claim Notice. Any amounts so withheld shall be in addition to any Retainage withheld from any payment due Contractor hereunder and may be

retained by the City until such time as a release of such claim described in the Claim Notice is received by the City from the claimant in form and substance acceptable to the City.

18 Contractor's Representative. Yann Curtis ("Curtis") is hereby designated as the person in charge of the Work to be performed by Contractor under this Agreement. Curtis will participate in and will at all times be completely familiar with the performance by Contractor of the Work hereunder and will serve as the Contractor's point of contact between the City and Contractor.

19 Communications with the City. As to any matter on which the City's input shall be required hereunder, Contractor shall provide the City with all necessary materials and information from which the City may formulate its input and thereafter provide the City with a reasonable opportunity to respond. Upon request by the City, Contractor shall prepare and distribute minutes of all meetings and conferences held with the City to the participants of such meetings and conferences indicating Contractor's interpretation of the decisions reached and actions to be taken resulting therefrom.

20 Ownership of Documents and Drawings. All drawings, models, renderings, together with any other documents or information prepared by Contractor specifically for the City in connection with the Project ("Documents and Drawings"), shall be the sole property of the City, provided, however, that such materials are not intended or represented to be suitable for partial use, or reuse by the City or others. Any modifications or reuse without prior verification or adaptation by the Contractor for the specific purpose intended will be at the City's sole risk and without liability to the Contractor. Documents and Drawings shall not be used by the City on extensions of this project or on any other project other than the Project unless expressly so authorized in writing by the Contractor. In the event of a termination of this Agreement for any reason, Contractor will promptly deliver to the City the originals of all drawings, models and renderings prepared up to the date of termination.

21 Bonds. Contractor shall provide performance and payment bonds in an amount sufficient to comply with Texas regulations and laws applicable to public projects executed with a surety company authorized to do business in the State of Texas, identifying the City as the Obligee and Principal for the Project. These bonds will not provide coverage for the portion of the design-build contract that includes design services only. These bonds will be provided at time of Notice to Proceed for the construction phase of work.

22 Insurance. Contractor shall, at its sole cost and expense (subject to Paragraph 3 above), maintain in force and effect comprehensive commercial liability insurance for protection from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from Contractor's obligations under this Agreement. Such policy of insurance shall: (i) identify and name the City as an additional insured(or equivalent verbiage); (ii) contain clauses waiving the insurer's rights of subrogation against the City, (iii) a provision requiring written notice to the City in the event of change or cancellation of the insurance policies held by Contractor during the term of Contractor's Work on the Project; and (iv) (except as expressly provided otherwise herein) be in the following minimum coverage amounts: bodily injury coverage shall be in an amount not less than \$1,000,000.00 per occurrence, and property

damage coverage shall be in an amount not less than \$1,000,000.00 per occurrence. If not already provided to the City, a certificate of insurance evidencing such coverages must be furnished to the City concurrently with the execution of this Agreement, and in all events before Contractor commences the Work. Such certificate of insurance shall specify the additional insured status of the City mentioned above as well as the waivers of subrogation.

23 Warranties Concerning Improvements. Contractor warrants and represents to the City that the Work performed in connection with the construction of the Improvements shall be done in a timely, good and workmanlike manner and substantially in accordance with the Contract Documents. Contractor covenants and warrants that title to all work, materials and equipment incorporated in the Work will pass to the City free and clear of all liens, claims, security interests or encumbrances. In addition, Contractor will obtain and provide, for the benefit of the City and its assigns, all customary warranties and guarantees in regard to any materials, equipment, furnishings and fixtures incorporated in the Work, said guarantees expressly expiring after one (1) year from Substantial Completion. The duties, liabilities and obligations under this section do not extend to any repairs, adjustments, alterations, replacements or maintenance which may be required as a result of normal wear and tear in the operation of the Skatepark, normal degradation in the performance of equipment, improper operation of equipment, Owners negligence, acts of God or third parties.

24 Compliance with Laws; Payment of Taxes. Contractor warrants and represents to the City that the Project and all Work to be performed in connection therewith and in furtherance thereof shall conform to all applicable federal, state and/or local or municipal laws, rules, regulations, codes and ordinances and with those of any other governmental or quasi-governmental body having jurisdiction over the Project, or any portion thereof. Contractor shall review both the draft and final Plans and Specifications for the Project and shall certify to the City that it is satisfied that they do not call for construction that would violate such laws, rules, etc. Contractor will pay all employment, social security and other taxes imposed upon it as an employer and design build contractor, pursuant to this contract, in connection with its performance of this Agreement and will furnish evidence, when requested by the City, showing that payment of all such taxes has been made. Contractor shall pay timely when due all local, state and federal taxes in connection with the Work to be performed hereunder and Contractor's business operations generally.

25 Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the City, and its agents, employees and representatives, from and against any and all claims, causes of action, damages, losses and expenses of any nature whatsoever, including, without limitation, court costs, attorneys' fees and related legal expenses, arising out of or resulting from any material defects in the Work or any negligence in the performance of the Work hereunder or occurring in connection therewith. Without limiting the generality of the preceding sentence, Contractor understands and acknowledges that the indemnity provided pursuant to this paragraph shall extend to and cover, and Contractor shall accordingly defend, indemnify and hold harmless the City, its agents, officers, employees and representatives, from and against, any and all claims, causes of action, damages, losses and expenses of any nature whatsoever brought or asserted by any person or party whomsoever (including, without limitation, any third party purchaser of the Project) arising out of or resulting from Contractor's acts or omissions in performance for the City of the terms of this Agreement or defects in the Work. Such

obligations of indemnity on the part of Contractor hereunder shall survive the expiration or any termination of this Agreement.

26 Default by The City and Contractor's Remedies. If the City fails to make payment to Contractor hereunder for a period of ten (10) days after the date on which such payment became due pursuant to the provisions hereof, and no valid dispute between the parties related to the Work exists, Contractor may, upon seven (7) additional days' written notice to the City, in addition to any other remedies which may be available to Contractor: (a) bring a suit at law against the City for recovery of sums due Contractor, and/or (b) discontinue the performance of the Work hereunder until such time as the appropriate payment is received by Contractor. All payments not made timely hereunder shall bear interest, without the necessity of demand or presentment, which are hereby waived, from the date due at the greater rate of either: (i) eight percent (8%) per annum; or (ii) the maximum interest allowed in accordance with the Texas Prompt Payment Act. No waiver by Contractor of any of its rights or remedies hereunder shall be considered a waiver of any other or subsequent right or remedy of Contractor, and no delay or omission in the exercise or enforcement by Contractor of any rights or remedies shall ever be construed as a waiver of any right or remedy of Contractor.

27 Default by Contractor. Any one or more of the following shall constitute an event of default ("Event of Default") by Contractor hereunder:

a The breach by Contractor of any warranty or representation contained herein;

b The failure of Contractor to perform or observe any term, provision, covenant, agreement or condition contained herein or in any of the other Contract Documents and the continuance of such failure for seven (7) days following written notice thereof from the City to Contractor, except that if the nature or extent of the particular failure on the part of Contractor is such that, by its nature, cannot be cured, the City shall not be required to give Contractor notice of such failure, and such failure shall constitute an Event of Default, immediately upon its occurrence, with no further notice or action required by the City;

c The insolvency of Contractor;

d The appointment of a receiver of Contractor, or of all or any substantial part of its property, and the failure of such receiver to be discharged within thirty (30) days thereafter;

e The admission by Contractor in writing of its inability to pay its debts, generally, as they become due;

f The execution by Contractor of an assignment for the benefit of its creditors;

g The filing by or against Contractor of a petition to be adjudged a bankrupt, or a petition or answer seeking reorganization or admitting the material

allegations of a petition filed against it in any bankruptcy or reorganization proceeding, or the act of Contractor in instituting or voluntarily being or becoming a party to any other judicial proceeding intended to effect a discharge of the debts of Contractor, in whole or in part, or a postponement of the maturity or the collection thereof, or a suspension of any other rights or powers granted to the City herein or in any other documents executed in connection herewith;

h The failure of Contractor to pay any money judgment against it before the expiration of thirty (30) days after such judgment becomes final and no longer appealable;

i The failure of any attachment, sequestration or similar proceeding against any of Contractor's property to remain undischarged or unbonded by Contractor, or undismitted, for a period of thirty (30) days after the commencement thereof; or

j Credible/reliable notice to the City of criminal acts or omissions on the part of the Contractor or the key employees of the Contractor for the Project.

28 The City's Remedies. Without limitation of the right of the City to all remedies available to the City as otherwise provided herein, at law and/or in equity, upon the occurrence of an Event of Default, the City, at its option, without any further notice or demand whatsoever, which are hereby waived, may perform such acts or expend such sums as shall be reasonably necessary to remedy any such Event of Default and may deduct the cost thereof from payments then or thereafter due Contractor hereunder. Upon the occurrence of an Event of Default, at the City's option, and without prejudice to any other remedy the City may have, the City may terminate this Agreement, without penalty or liability and may finish the Work by whatever method the City may deem expedient, and to the extent the costs thereof shall reasonably exceed those which would have otherwise become due to Contractor hereunder had Contractor timely and properly performed its obligations under this Agreement, Contractor shall pay and reimburse the City on demand for such costs, together with interest thereon calculated at the lesser of (i) the rate of interest in accordance with the Texas Prompt Payment Act or (ii) eight percent (8%) per annum. All rights and remedies of the City hereunder are cumulative of each other and of every other right or remedy which the City may otherwise have at law or in equity, and the exercise of one or more rights or remedies by the City shall not prejudice or impair the concurrent or subsequent exercise of other rights or remedies. No waiver by the City of any of its rights or remedies hereunder shall be considered a waiver of any other or subsequent right or remedy of the City, and no delay or omission in the exercise or enforcement by the City of any rights or remedies shall ever be construed as a waiver of any right or remedy of the City.

29 Collection Rights. With respect to any sums or charges which may become due from one party to the other pursuant to the provisions of this Agreement, the party to whom such sums are due shall have all rights and remedies available at law or in equity to collect such sums or charges, including, without limitation, the right to set off any such sums or charges against payments becoming due to the other party hereunder.

30 Termination by the City. Notwithstanding any provision contained in this Agreement which could be construed to the contrary or in conflict herewith, and irrespective of

whether there shall have occurred an Event of Default, the City may terminate this Agreement at any time effective upon fifteen (15) days' written notice to Contractor of such termination, whereupon neither party shall have any further liability or obligation to the other hereunder, except as otherwise expressly provided herein. In the event of any such termination by the City pursuant to this provision, Contractor shall be entitled to be paid for the Work performed by it hereunder as of the date of termination (including Contractor's Fee hereunder earned as of such date), together with Contractor's actual, documented and provable costs and/or losses with respect to materials, equipment, tools and storage, including profit and overhead, mobilization, demobilization and if there is no Event of Default, including clearly documented and proven lost opportunity costs. In the event the City and Contractor are unable to agree upon the amount to be paid as a result of any such termination within ten (10) days after termination, the City and Contractor shall jointly obtain, at the City's own expense, a mutually selected Professional Engineer to form and deliver to the City and Contractor a 'sealed opinion' of the amount that is appropriately and justifiably due to be paid to Contractor by the City in consideration of all circumstances surrounding the City's termination and then the City shall make payment accordingly. Such mutually agreed upon Professional Engineer shall be independent and unbiased, representing both the City and Contractor. In such event, in addition to any other remedies available to Contractor, Contractor shall have all the remedies available for other payment claims under Paragraph 24 above.

31 Escalation Clause for Specified Construction Materials. The contract price for this Project shall be calculated based on the current prices for the component construction materials. However, the market for the construction materials that are hereafter specified is considered to be volatile, and sudden price increases could occur. Contractor agrees to use its best efforts to obtain the lowest possible prices from available construction material suppliers, but should there be an increase in the prices of these specified materials that are purchased after execution of this contract for use in this Project, the City agrees to pay that cost increase to Contractor. Any claim by Contractor for payment of a cost increase, as provided above, shall require written notice delivered by Contractor to the City stating the increased cost, the construction material or materials in question, and the source of supply, supported by invoices or bills of sale. At City's request, additional bids on materials with cost increased may be required prior to purchase.

Specified Construction Material / Current Price per (Unit of Measurement) / Date / Supplier

Materials Schedule provided at a time after the execution of this agreement and at subsequent times thereafter, as applicable.

- 1) \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_
- 2) \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_
- 3) \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_
- 4) \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_
- 5) \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

32 Special Circumstances – Right of Termination. Should there be a rise in the cost of any specified construction material or materials, exclusive of any other price changes, that would cause the total contract price to increase by more than ten percent (10%), Contractor shall, before making any additional purchases of specified material or materials, provide to the City a written statement expressing the percentage increase of the contract price, the construction material or materials in question, and the dollar amount of the price increase to be incurred. The City may then, at his option, terminate the contract by providing within 10 business days both written notice of termination to Contractor, and payment to Contractor for the Work performed hereunder as of the date of termination (including Contractor's Fee hereunder, earned as of such date), together with Contractor's actual and provable costs and/or losses with respect to materials, equipment, tools and storage, including profit and overhead, mobilization, demobilization and if there is no Event of Default, and clearly documented and proven lost opportunity costs. In the event the City and Contractor are unable to agree upon the amount to be paid as a result of any such termination within 10 business days after termination, the City and Contractor shall jointly obtain, at the City's own expense, a mutually selected Professional Engineer to form and deliver to the City and Contractor a sealed opinion of the amount that is appropriately and justifiably due to be paid to Contractor by the City in consideration of all circumstances surrounding the City's termination and then the City shall make payment accordingly. Such mutually agreed upon Professional Engineer shall be independent and unbiased, representing both the City and Contractor. In such event, in addition to any other remedies available to Contractor, Contractor shall have all the remedies available for other payment claims under Paragraph 25 above. Should the City not send notice of termination within 10 business days, as provided herein, Contractor shall have the option to terminate the contract, or to proceed with the contract and purchase the specified construction materials at the increased price. If Contractor elects to proceed on the contract, it may then purchase the specified construction material or materials at the increased price, and the City shall be required to pay the increased cost incurred.

If termination is elected pursuant to this paragraph by Contractor, Contractor shall provide to the City a written notice of termination, and the City shall be required to pay Contractor for the Work performed hereunder as of the date of termination (including Contractor's Fee hereunder earned as of such date), together with Contractor's actual and provable costs and/or losses with respect to materials, equipment, tools and storage, including profit and overhead, mobilization, demobilization and if there is no Event of Default, clearly documented and proven lost opportunity costs. In the event the City and Contractor are unable to agree upon the amount to be paid as a result of any such termination within ten (10) days after termination, The City and Contractor shall jointly obtain, at the City's own expense, a mutually selected Professional Engineer to form and deliver to The City and Contractor a sealed opinion of the amount that is appropriately and justifiably due to be paid to Contractor by the City in consideration of all circumstances surrounding the City's termination and then the City shall make payment accordingly. Such mutually agreed upon Professional Engineer shall be independent and unbiased, representing both the City and Contractor. In such event, in addition to any other remedies available to Contractor, Contractor shall have all the remedies available for other payment claims under Paragraph 25 above.

33 Independent Contractor. It is understood and agreed that the relationship of Contractor to the City shall be that of an independent , ‘design-build’ contractor. Nothing contained herein shall be deemed or construed to: (a) make Contractor the agent, servant or employee of The City, or (b) create any partnership, joint venture or other association between the City and Contractor. Contractor shall not have the right to bind the City to any obligations whatsoever, and this Agreement shall not be construed to make the City liable to any person or party for debts or claims of any character accruing to them against Contractor.

34 Notices. Notices to be given by either party hereto shall be in writing and shall be deemed to have been served, given and received: (a) if hand delivered, when delivered in person to the address set forth hereinafter for the party to whom notice is given, (b) if mailed, when placed in the United States mail, postage prepaid, by certified mail, return receipt requested, properly addressed to the party to whom notice is given at the address hereinafter specified, or (c) if faxed, when verifiable confirmation of delivery is received by the sender of such fax to the party whose fax address is hereinafter specified. Until changed by written notice, the parties’ addresses for notices are as set forth on the signature page attached hereto.

35 Assignment. Without the prior written consent of the City, Contractor shall not assign any of its rights or delegate any of its duties hereunder. Any such attempted assignment or delegation, without the prior written consent of the City as aforesaid, shall be null and void. The City may assign its rights and obligations under this Agreement from time to time to any third party provided such third party assignee expressly assumes the City’s obligations hereunder, provided that the City shall not be released by any such assignment from the performance of any obligations hereunder.

36 Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

37 Time of Essence. Time is of the essence of this Agreement and any breach of same shall go to the essence thereof, and Contractor, in agreeing to use its best efforts to complete the Work within the time period prescribed herein, has taken into consideration and made allowances for common and foreseeable hindrances incident to the Work to be performed hereunder.

38 Attorneys’ Fees. Should any party bring suit against the other party concerning matters arising out of this Agreement, the prevailing party shall be entitled to recover from the other party court costs, reasonable attorneys’ fees and related legal expenses incurred in connection with such suit.

39 Applicable Law. This Agreement is to be governed and construed under the laws of the State of Texas, Lampasas County and the laws of the United States applicable to transactions in Texas. All of the obligations contained in this Agreement are and shall be performable in the county where the Property is located.

40 Entire Agreement. This Agreement constitutes the entire agreement and understanding, and supersedes all prior agreements and understandings, if any, whether written or oral, between the City and Contractor concerning the subject matter hereof, and there are no other

covenants, agreements, promises, terms, provisions, conditions, undertakings or understandings, either oral or written, between them concerning the subject matter of this Agreement other than those expressly set forth herein. No subsequent alteration, amendment, change, deletion or addition to this Agreement shall be binding upon the City or Contractor unless in writing and signed by both parties to this Agreement.

41 Headings. The headings, captions, numbering system, etc., are inserted only as a matter of convenience and under no circumstances will they be considered in interpreting the provisions of this Agreement.

42 Singular and Plural; Gender. Where required for proper interpretation, words in the singular shall mean the plural, and vice versa; the masculine gender shall include the neuter and the feminine, and vice versa.

43 Unenforceable or Inapplicable Provisions. If any provision hereof is for any reason unenforceable or inapplicable, the other provisions hereof will remain in full force and effect in the same manner as if such unenforceable or inapplicable provision had never been contained herein.

44 Counterparts. This Agreement may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical.

45 Construction. The parties hereto each acknowledge and agree that this Agreement shall be construed without presumption of any rule requiring construction to be made against the party causing same to be drafted.

46 Authority. Each person executing this Agreement, by their execution hereof, represents and warrants that they are fully authorized to do so, and that no further action or consent on the part of the party for whom they are acting is required to the effectiveness and enforceability of this Agreement against such party following such execution.

47 Waiver of Consequential Damages. Anything herein to the contrary notwithstanding, each of the parties hereto hereby waives all claims against the other for consequential damages.

## **Exhibit A**

### **SCOPE OF WORK**

#### **SPA Skateparks Scope of Work to Include:**

##### Design

- Design scope will be focused on the Skatepark structure.
- Consultation & conceptual design development, including 1-2 public input meetings.
- Technical specifications & sealed construction for drawings by landscape architect, civil and structural engineer where applicable.
- Location of Skatepark drainage system connection points outside Skatepark footprint to be coordinated with City. It is assumed that a storm drainage tie-in, water supply, and electrical service, if required by the project, will be stubbed to within 20 feet of Skatepark footprint by others.
- Skatepark size, terrain, features, arrangement and park amenities shall be determined as part of the design process.

##### Construction

- Construction to begin after written approval of plans and specifications and issuance of Notice to Proceed for construction by City.
- Construction Work. All labor and materials required for the grading/drainage, forming, placing and finishing of all proposed concrete Skatepark features and flatwork. All labor and materials required for the fabrication and installation of all proposed steel work including structural steel, steel coping/edging, grind rails and other miscellaneous steel.
- Earthworks per suitable geotechnical report. City may elect to provide this scope of work at a time prior to the design phase, and in exchange, receive a larger Skatepark.
- Project management. Foreman or other approved capable representative on site during construction.

#### **SPA Skateparks Scope of Work Does Not Include / Provided by Others:**

- City to provide geotechnical report, materials testing services, topographic and civil survey, third party inspections, site environmental assessments and any contamination remediation, contractor registration fees, City permits and fees
- Labor and materials required for landscaping and irrigation procedures (i.e. trees, stone work, pathways, planting, sod, hydro-seed, trees etc.) lighting, fencing, park signage, shade structures and site amenities unless otherwise agreed to in writing by both parties.
- All work physically outside the footprint of the Skatepark
- All aspects of Work not included in SPA Skateparks Scope of Work above, unless otherwise agreed to in writing by both parties

*[Signature page to follow]*

IN WITNESS WHEREOF, the parties have executed this Agreement between City of Lampasas, Texas and Transcend, Inc. d/b/a SPA Skateparks as of the day and year first above written.

**THE CITY:  
CITY OF LAMPASAS, TEXAS**

By: \_\_\_\_\_

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

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

Address: 312 E 3rd St, Lampasas, TX  
76550

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

**THE CONTRACTOR  
TRANSCEND, INC. D/B/A SPA SKATEPARKS**

By: \_\_\_\_\_

Name: Yann Curtis  
Title: Corporate Secretary  
Address: 1301 Orlando Road  
Austin, Texas 78733  
Phone: 512-203-5445



**City Manager**

ITEM NO. WORKSHOP-6

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

---

---

**Subject:**

Discussion regarding base pricing and design for Campbell Park Pavilion

Requested By: Finley deGraffenried, City Manager

Submitted By: Finley deGraffenried, City Manager

Date Submitted: September 17, 2021

For the Agenda of: September 27, 2021

**Procurement and Funding Statement:**

Attachments: Proposals

---

---

**Summary Statement:**

Attached are the proposals from LAMCO for the construction of the Campbell Park Pavilion. The proposals include alternates for future storage, electrical and rainwater catchment. The LAFTA board has reviewed the options, and with Staff, recommends an additional 20'x 60' extension of concrete slab with select fill be included for future construction of storage and service kitchen. LAFTA has suggested they would like to assist in recruiting volunteers or discounted trades. If approved the project will be contracted by using the City's standard project documents. The base quotation includes a 60'x80' pavilion on slab. LAMCO has provided 2 options for select fill, with Staff recommending 4 feet per geotechnical investigation.

**Recommendation:**

Discussion Only

Lamco Construction

Stephen McDonald  
901 NARUNA RD  
LAMPASAS, TX 76550  
512-734-1029

# Estimate

Date	Estimate #
10/3/2021	21100301

Name / Address
City of Lampasas

Description	Qty	Rate	Total
60' x 80' gable roof structure w/ 12' eave height & 18' ridge height All steel red primer finish Roof Galvalume R-panel			
Steel & erecting labor		48,200.00	48,200.00
Concrete 60' x 100'		48,000.00	48,000.00
Gutter w/ downspouts		3,985.00	3,985.00
		<b>Total</b>	\$100,185.00

Lamco Construction

Stephen McDonald  
901 NARUNA RD  
LAMPASAS, TX 76550  
512-734-1029

# Estimate

Date	Estimate #
10/3/2021	21100302

Name / Address
City of Lampasas

Description	Rate
Options for estimate #21100301: 60' x 80' gable roof structure w/ 12' eave height & 18' ridge height All steel red primer finish Roof Galvalume R-panel	
Dirt pad options:	
1 - Excavate 4' depth & fill w/ compacted base 60' x 100'	61,400.00
2 - Excavate 2' depth & fill w/ compacted base 60' x 100'	36,500.00
Option for 2 (two) 5,000 gal. rain water collection tanks installed	10,200.00
Option for LED lighting for pavilion w/ flood lights at all 4 corners	4,100.00

**THIS PAGE INTENTIONALLY LEFT BLANK**

  
**City Manager**ITEM NO. WORKSHOP-7

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

---

---

**Subject:**

Discussion regarding phased implementation of the newly adopted Comprehensive Plan

Requested By: Finley deGraffenried, City Manager

Submitted By: Finley deGraffenried, City Manager

Date Submitted: September 28, 2021 For the Agenda of: October 11, 2021

**Procurement and Funding Statement:**

Attachments:

---

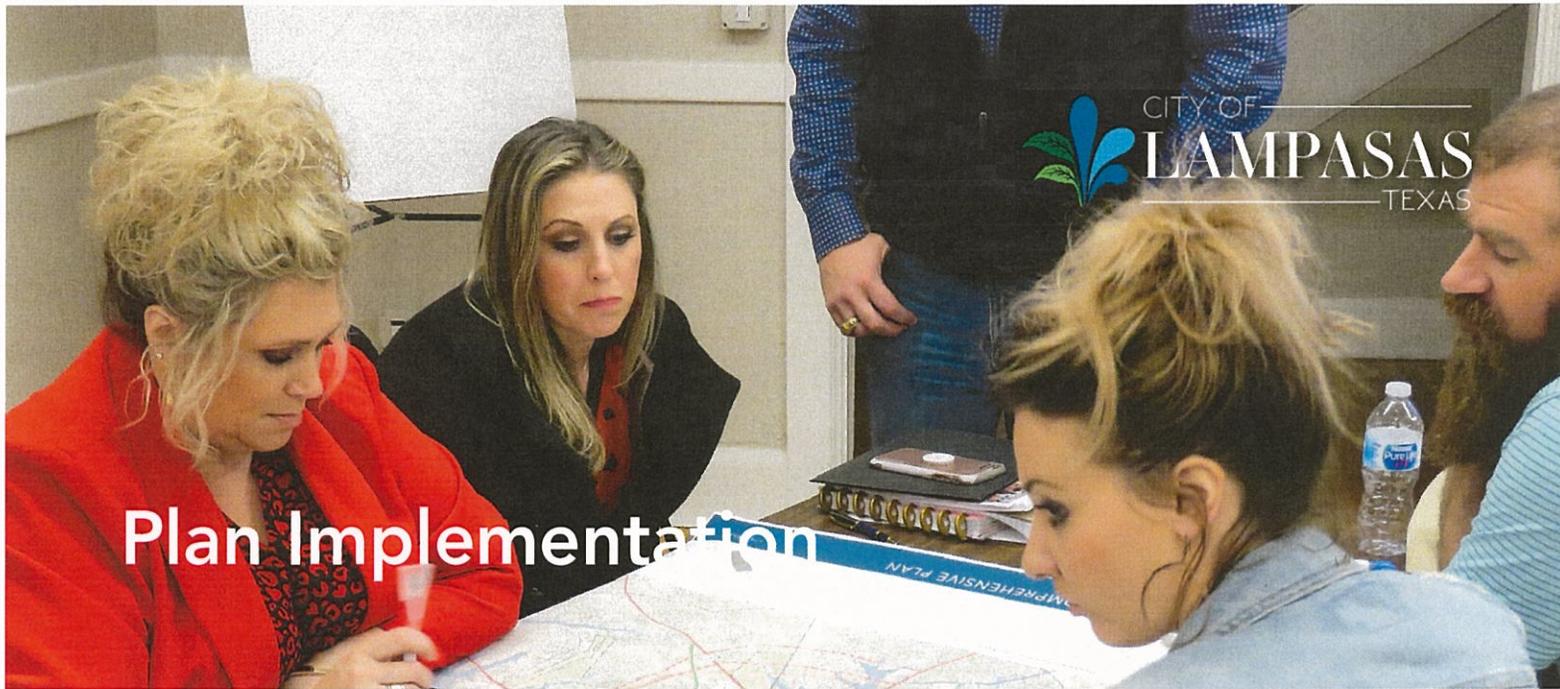
---

**Summary Statement:**

This item is placed on the Workshop agenda to provide Council the opportunity to review and provide direction on implementation of short-term goals for the City's Comprehensive Plan. Agenda materials, and outline will be available at the meeting.

**Recommendation:**

Discussion and direction only



## Introduction

*The Comprehensive Plan draws upon the wisdom and insight of the community to set out a vision for how Lampasas should grow in the next 20 years. With this vision now in place, the City must mobilize its resources to prepare for plan implementation.*

*Previous chapters of this Plan discuss how to accomplish the desired vision, goals and objectives of Lampasas citizens. This chapter identifies the City's top priorities and who is responsible for them. It is through the process of implementation that actions get translated into detailed policies, operational changes, financial investments (e.g., capital improvements), further studies, and new regulations.*

## Partnering for Success

*Implementation will require the combined efforts of a host of community leaders, from individual residents to appointed and elected officials to outside agencies. Increasingly, jurisdictions are recognizing that successful implementation of the Comprehensive Plan includes a combination of City and non-City partners, as well as elected and appointed officials, staff, community members, and property and business owners.*

This also includes the acknowledgment that the City has a responsibility to partner with all local, state, and federal public and private partners that can be of assistance to Lampasas today and in the future. At a minimum, this consists of:

- Lampasas elected and appointed officials;
- City Administration and staff;
- Lampasas Economic Development Corporation (LEDC);
- Lampasas County;
- Texas Department of Transportation(TxDOT);
- Lampasas Independent School District (LISD);
- Neighboring cities (on projects that are mutually beneficial);
- Additional affected agencies and entities;
- Area property and business owners; and
- The development community, including outside developers expressing interest in Lampasas.

## Implementation Action Plan

Chapters two through five contain policies and detailed implementation actions that can be accomplished at any time during the 20-year horizon of this Plan. These chapters also contain background information, analysis, and direction as to how these actions can be implemented over time.

This section of the Plan is intended to take those actions which can occur during a 20-year plan horizon and prioritize them. This section categorizes what the most significant actions are and the order that the City plans to implement them. *Table 6.1, Implementation Action Plan*, on the following page, shows the prioritized actions of this Plan in short-term (next 1-2 years), mid-term (3-10 years), and longer-term (10+ years) time frames, with those that will be ongoing marked as such. Short and mid-term actions are ranked whereas longer-term actions do not have a ranking. It also contains direction as to the entities that should be involved (with the first entity listed as lead) and the type of action required, such as policies, operational changes, financial investments, studies, or regulations (see Implementation Tools, below, for further description of the types of actions involved).

FIGURE 6.1, TYPES OF IMPLEMENTATION TOOLS

### Study

A detailed study or examination required to select the most suitable resolution.

### Operational Change

Different or altered plans, procedures or operational actions.

### Regulation

Council adopted guidelines used to direct development of other actions in the City.

### Non-Capital Investment

Smaller-scale enhancements which could more likely be funded by the annual budgeting process or a staff-led project.

### Policy

Approved actions or policies to guide City decisions. Occasionally, it includes a movement in a general direction which could consist of a blend of implementation tools.

### Capital Investment

Larger-scale capital improvements to be included in the City's five-year Capital Improvement Plan (CIP).

Community events are an excellent way to provide opportunities for residents to get together in their own backyard.



FIGURE 6.2, IMPLEMENTATION ACTION PLAN

ACTION #	ACTION RECOMMENDATION	INITIATION TIME FRAME				INVOLVED ENTITIES	ACTION TYPES
		SHORT TERM (1-2 YRS.)	MID TERM (3-10 YRS.)	LONG TERM (10+ YRS.)	ON-GOING		
Goal 1: Prepare Lampasas for growth that meets the community’s current and future needs, while preserving its unique character.							
Objective 1.1: Ensure that the Lampasas Future Land Use Plan presents a comprehensive, coherent strategy to guide growth in the face of increasing development pressures.							
1.1.1	Identify opportunities to accommodate the demand for new residential and commercial growth and to catalyze new types of investment.		■			LEDC, Building & Planning	Study
1.1.2	Provide life cycle housing for current and future residents of all ages by making it possible to offer a wider range of housing options, including tiny homes, townhomes and multifamily.		■			Building and Planning	Regulation
1.1.3	Transform Lampasas into a destination for nearby metropolitan markets to strengthen their contribution to the City’s retail and tourism economy.		■			Building and Planning	Operational Change
1.1.4	Encourage the development of new retail and entertainment uses that provide residents the services they need without having to leave the City limits.	■				Building and Planning	Operational Change
1.1.5	Focus corporate recruiting efforts on employers seeking more highly skilled labor and offering higher paying jobs.		■			LEDC	Operational Priority
1.1.6	Provide for orderly growth by Integrating the City’s CIP and Utility Master Plans.				■	Public Works	Capital Investment

FIGURE 6.2, IMPLEMENTATION ACTION PLAN (CONT.)

ACTION #	ACTION RECOMMENDATION	INITIATION TIME FRAME				INVOLVED ENTITIES	ACTION TYPES
		SHORT TERM (1-2 YRS.)	MID TERM (3-10 YRS.)	LONG TERM (10+ YRS.)	ON-GOING		
Objective 1.2: Maintain open, transparent, and responsive relationships between City Hall and the citizens of Lampasas to clearly communicate the City's plans and how it will use its resources to achieve them.							
1.2.1	Expand the City's community outreach and engagement strategy to continue fostering dialogue, building community trust and encouraging informed civic participation.		■			City Management	Operational Change
1.2.2	Utilize the Lampasas Master Plan as an integral part of critical city decision-making processes.				■	Building and Planning	Operational Change
1.2.3	Develop specific benchmarking performance measures for each Master Plan element and share how the City's tax revenues are being used to support implementation on a yearly basis.				■	City Management	Report & Recommendation
Objective 1.3: Revitalize and enhance the character of Lampasas' historic areas and enhance the character of the City's established neighborhoods							
1.3.1	Identify opportunities to add new activity and investment by introducing mixed-use and live-work units in Downtown and surrounding neighborhoods.		■			Building and Planning	Study
1.3.2	Develop a plan to increase heritage tourism to the City's historic sites.		■			LEDC	Study
1.3.3	Make the Key Avenue corridor an attractive destination where new commercial development provides needed services while enhancing the community's character.		■			LEDC, BLG & Planning	Regulation
1.3.4	Strengthen enforcement and incentives throughout the City to maintain the quality of neighborhood character and renovate older structures in disrepair.	■				Building and Planning, Police	Operational Change

FIGURE 6.2, IMPLEMENTATION ACTION PLAN (CONT.)

ACTION #	ACTION RECOMMENDATION	INITIATION TIME FRAME				INVOLVED ENTITIES	ACTION TYPES
		SHORT TERM (1-2 YRS.)	MID TERM (3-10 YRS.)	LONG TERM (10+ YRS.)	ON-GOING		
<b>Goal 2: Make Lampasas a growth-ready community by providing the infrastructure required to support a 21st century economy.</b>							
<b>Objective 2.1: Provide reliable high-speed internet service for the whole community.</b>							
2.1.1	Work with regional telecommunications providers to identify opportunities to provide reasonably priced high-speed internet service for Lampasas homes and businesses.				■	Public Works, LEDC	Meet, Confer, Report
2.1.2	Analyze potential for Lampasas to serve as a telecommuting hub for residents who wish to live a family-oriented lifestyle centered in Lampasas.		■			LEDC	Study
<b>Objective 2.2: Improve the condition and character of local streets and sidewalks.</b>							
2.2.1	Continue to develop a phased program of street repairs and improvements that incorporates public input and aligns with the CIP.				■	Public Works	Capital Investment
2.2.2.	Assess the location of City sidewalks and determine where opportunities exist to expand the pedestrian network.		■			Building and Planning	Study
2.2.3	Enhance the appearance of local streets with design guidelines for landscaping, lighting and accessibility.		■			Building and Planning	Operational Change
2.2.4	Utilize scaled entrance monuments, signage, and landscaping to identify points of entry into Lampasas.		■			Building and Planning, CIP	Capital Investment
2.2.5	Consider incorporating wayfinding signage at key points around the City.		■			Building and Planning	Study

FIGURE 6.2, IMPLEMENTATION ACTION PLAN (CONT.)

ACTION #	ACTION RECOMMENDATION	INITIATION TIME FRAME				INVOLVED ENTITIES	ACTION TYPES
		SHORT TERM (1-2 YRS.)	MID TERM (3-10 YRS.)	LONG TERM (10+ YRS.)	ON-GOING		
Objective 2.3: Continue to pursue water and wastewater improvements to ensure an efficient and sustainable infrastructure system for the future.							
2.3.1	Improve service and prepare for growth by investing in improvements to the City's water pressure planes.	■				Public Works	Capital Investment
2.3.2	Develop a comprehensive water/wastewater master plan to help identify long-term water and wastewater infrastructure needs.	■				Public Works	Study
2.3.3	Evaluate and anticipate needed extensions of the water and wastewater Certificate of Convenience and Necessity (CCN) boundaries concurrent with the City's growth and annexation program.		■			Public Works, Building & Planning	Study
2.3.4	Periodically evaluate and modify necessary utility rates and impact fees to ensure economically sustainable continuation of operations.				■	Public Works	Study
2.3.5	Evaluate the need to increase the number of staff in the Public Works Department.		■			Public Works	Study
Objective 2.4: Make Lampasas more resilient to future flooding with a program of improvements that will reduce the potential impact of future flood events on life and property.							
2.4.1	Continue to fund WCID to strengthen the City's flood protection system.				■	WCID	Capital Investment
2.4.2	Identify a funding source to rehab and upgrade the flood control dams in the Sulphur Creek watershed that protect the City of Lampasas.		■			City Management	Study
2.4.3	Develop a comprehensive Drainage Master Plan for Lampasas.		■			Building and Planning	Study

FIGURE 6.2, IMPLEMENTATION ACTION PLAN (CONT.)

ACTION #	ACTION RECOMMENDATION	INITIATION TIME FRAME				INVOLVED ENTITIES	ACTION TYPES
		SHORT TERM (1-2 YRS.)	MID TERM (3-10 YRS.)	LONG TERM (10+ YRS.)	ON-GOING		
2.4.4	Evaluate potential modifications to the City's drainage criteria due to recent changes in rainfall and draft and adopt a drainage manual.		■			Public Works	Study
2.4.5	Identify corridors along the City's network of wet and dry creeks where drainage and flood control can be combined with recreational improvements.		■			Public Works	Study
2.4.6	Develop opportunities to utilize parkland for regional drainage.		■			Public Works	Study
2.4.7	Discourage new development in flood-prone areas.		■			Public Works	Regulation
<b>Goal 3: Expand opportunities for high-quality growth in Lampasas, while preserving the small-town character and distinct natural resources of the community.</b>							
<b>Objective 3.1: Evaluate land use regulations to ensure quality development outcomes in Lampasas.</b>							
3.1.1	Undertake a comprehensive analysis of the City's zoning, subdivision, and other land use regulations, and consider opportunities for improvements to provide more consistency, clarity, and compatibility with existing uses.	■				Building and Planning	Study
3.1.2	Consider a comprehensive update to the City's zoning, subdivision, and other development regulations to implement the recommendations identified in the Comprehensive Plan and improve the quality and character of the built environment.		■			Building and Planning	Study
3.1.3	Review and amend the zoning and subdivision regulations to allow a greater mix of housing types in each neighborhood.		■			Building and Planning	Study

FIGURE 6.2, IMPLEMENTATION ACTION PLAN (CONT.)

ACTION #	ACTION RECOMMENDATION	INITIATION TIME FRAME				INVOLVED ENTITIES	ACTION TYPES
		SHORT TERM (1-2 YRS.)	MID TERM (3-10 YRS.)	LONG TERM (10+ YRS.)	ON-GOING		
3.1.4	Consider developing a quick reference guide which clearly specifies the development, zoning and annexation process for citizens and the development community.		■			Building and Planning	Study
3.1.5	Maintain a consistent process for codifying adopted City ordinances, and effectively communicate that process to the public.				■	City Secretary	Operational
Objective 3.2: Utilize the Lampasas Future Land Use Plan in conjunction with the rezoning process to create new opportunities for growth that enhance the character of the City, while protecting its natural resources.							
3.2.1	Identify opportunities for mixed-use activities and higher density residential uses in transitional residential areas near downtown and Silk-Stocking Row and review and amend the zoning regulations to facilitate these activities.	■				Building and Planning	Study
3.2.2	Consider developing character and context-sensitive street cross-sections as part of the next update to the City's Thoroughfare Master Plan.		■			Public Works	Study
3.2.2	Evaluate modifications to the City's development ordinances to establish stream setbacks and incorporate low impact development measures as part of new development near waterways.		■			Building and Planning	Policy
3.2.4	Evaluate opportunities to incentivize further protection of sensitive natural resources (e.g., steep slopes, mature trees) through the City's zoning, subdivision, and other development regulations.		■			Building and Planning	Study

FIGURE 6.2, IMPLEMENTATION ACTION PLAN (CONT.)

ACTION #	ACTION RECOMMENDATION	INITIATION TIME FRAME				INVOLVED ENTITIES	ACTION TYPES
		SHORT TERM (1-2 YRS.)	MID TERM (3-10 YRS.)	LONG TERM (10+ YRS.)	ON-GOING		
<b>Objective 3.3: Expand opportunities for new commercial development and employment to serve the needs of citizens and attract residents from surrounding communities.</b>							
3.3.1	Revise zoning and development regulations governing Key Avenue to improve the appearance of the corridor, while identifying sites to catalyze new development.		■			Building and Planning	Regulation
3.3.2	Evaluate the potential for a mixed-use district east of Sulphur Creek.		■			Building and Planning	Study
3.3.3	Provide residents with new entertainment and dining opportunities in Lampasas.		■			LEDC	Operational Change
3.3.4	Identify appropriate opportunities on highway corridors for new commercial development and employment centers.		■			Building and Planning	Study
<b>Goal 4: Expand retail and entertainment options to serve residents and to make Lampasas a destination for visitors who will contribute to the City’s economy.</b>							
<b>Objective 4.1: Foster continued economic growth in Lampasas.</b>							
4.1.1	Encourage people passing through Lampasas on their way to major metropolitan areas and Hill Country destinations to stay and visit the City’s attractions.		■			LEDC	Policy
4.1.2	Continue to support the efforts of the Lampasas Economic Development Corporation (LEDC) to promote the economic development of the community.				■	LEDC	Policy
4.1.3	Establish a Buy Local campaign.	■				LEDC	Operational Change
4.1.4	Provide incentives to encourage Key Avenue property owners to develop or improve their properties.		■			LEDC	Policy

FIGURE 6.2, IMPLEMENTATION ACTION PLAN (CONT.)

ACTION #	ACTION RECOMMENDATION	INITIATION TIME FRAME				INVOLVED ENTITIES	ACTION TYPES
		SHORT TERM (1-2 YRS.)	MID TERM (3-10 YRS.)	LONG TERM (10+ YRS.)	ON-GOING		
4.1.5	Find opportunities for cost-sharing for infrastructure improvements.	■				Public Works	Study
Objective 4.2: Attract higher paying, high-skill employers to locate in Lampasas.							
4.2.1	Continue to prepare development sites and recruit new employers to the city's business park site				■	LEDC	Capital Investment
4.2.2	Encourage the expansion of existing businesses offering higher paying, high skill jobs.	■				LEDC	Operational Change
4.2.3	Establish a small business incubator to support local and relocating entrepreneurs.		■			LEDC	Non-Capital Investment
Objective 4.3: Revitalize Downtown and other historic properties to catalyze private investment and promote tourism.							
4.3.1	Continue to encourage a vibrant, active Downtown.				■	LEDC	Policy
4.3.2	Create Downtown environment that supports 24-7 activity all year long.		■			LEDC	Policy
4.3.3	Establish Historic Preservation Design Guidelines.	■				Building and Planning	Policy
4.3.4	Create an interpretive wayfinding signage program for Downtown that is integrated with other City signage.		■			Building and Planning	Capital Investment
Objective 4.4: Build upon community events and historic character to promote tourism.							
4.4.1	Increase the number of lodging opportunities for visitors who wish to attend Lampasas special events like Spring Ho.		■			LEDC	Operational Change
4.4.2	Develop a Historic Lampasas Tour to encourage pedestrians and motorists alike to stop and visit a wide variety of sites in the City.		■			LEDC & Chamber	Non-Capital Investment

FIGURE 6.2, IMPLEMENTATION ACTION PLAN (CONT.)

ACTION #	ACTION RECOMMENDATION	INITIATION TIME FRAME				INVOLVED ENTITIES	ACTION TYPES
		SHORT TERM (1-2 YRS.)	MID TERM (3-10 YRS.)	LONG TERM (10+ YRS.)	ON-GOING		
4.4.3	Expand options for event space by investing in renovation of existing properties such as the Hostess House as well as the long-range demand for a new conference center.	■				LEDC & Park Dept	Capital Investment
<p><b>Goal 5: Plan the City’s transportation system to reduce congestion and traffic conflicts, accommodate growing travel demand, and incorporate quality of life amenities.</b></p> <p><b>Objective 5.1: Partner with federal, state, county, and other local partners to enhance regional mobility options in the Lampasas area.</b></p>							
5.1.1	Prepare a near-term update to the City’s Thoroughfare Master Plan that accounts for rapidly increasing number of cars per day traveling through Lampasas on U.S. Highways 281, 183 and 190.		■			Building and Planning	Study
5.1.2	Continue to actively participate in regional transportation planning efforts to promote funding and infrastructure improvements which benefit Lampasas.				■	Building and Planning	Staff Engagement
5.1.3	Enhance transit connections with other Central Texas communities, including Fort Hood shuttle service, to strengthen cultural and commercial relationships with the region.		■			Building and Planning	Staff Engagement
5.1.4	Consider available opportunities to establish new truck route ordinance to reroute truck traffic away from Main Street.	■				Building and Planning	Policy
5.1.5	Prepare a walkability analysis to prioritize location of new investment in sidewalks and trails.		■			Building and Planning	Study

FIGURE 6.2, IMPLEMENTATION ACTION PLAN (CONT.)

ACTION #	ACTION RECOMMENDATION	INITIATION TIME FRAME				INVOLVED ENTITIES	ACTION TYPES
		SHORT TERM (1-2 YRS.)	MID TERM (3-10 YRS.)	LONG TERM (10+ YRS.)	ON-GOING		
Objective 5.2: Reduce conflicts between highway and local traffic.							
5.2.1	Coordinate with TxDOT to explore options for a bypass that removes truck traffic from local streets where possible.		■			Building and Planning	Study
5.2.2	Work with TxDOT to identify potential routes for the planned I-14 Forts to Ports highway corridor.		■			Building and Planning	Study
5.2.3	Improve signal timing on Key Avenue to promote safe speeds for local and pass-through traffic.		■			Public Works	Operational Change
Objective 5.3: Increase multi-modal transportation options within Lampasas.							
5.3.1	Consider the adoption of a Complete Streets policy to promote safer mobility for all users.		■			Building and Planning	Policy
5.3.2	Connect the City's network of natural springs through a citywide greenbelt.	■				Building and Planning & Parks Dept	Capital Investment
5.3.3	Fund and establish recommended improvements to key intersections to improve the safety of pedestrian crossings.		■			Public Works	Capital Investment
5.3.4	Fund and establish recommended sidewalk and trail improvements to improve pedestrian and bicycle connections throughout the City.		■			Public Works & Parks Dept	Capital Investment

FIGURE 6.2, IMPLEMENTATION ACTION PLAN (CONT.)

ACTION #	ACTION RECOMMENDATION	INITIATION TIME FRAME				INVOLVED ENTITIES	ACTION TYPES
		SHORT TERM (1-2 YRS.)	MID TERM (3-10 YRS.)	LONG TERM (10+ YRS.)	ON-GOING		
Goal 6: Provide high quality facilities and services which create a healthy, safe, and well-educated community.							
Objective 6.1: Provide a high-quality and well-maintained parks and recreation system to support quality of life in Lampasas.							
6.1.1	Evaluate and implement priority projects identified in the 2002 Lampasas Parks, Recreation, and Open Space Master Plan as necessary.		■			Parks and Recreation	Capital Investment
6.1.2	Annually assess the need for parks and recreation project funding in the City’s 5-Year Capital Improvement Plan.				■	Parks and Recreation	Capital Investment
6.1.3	Explore the use of a Parkland Dedication Ordinance to help meet the growing need for parks and recreation as development in the community continues.		■			Parks and Recreation	Study
6.1.4	Pursue partnerships with the Lampasas ISD to best leverage City resources and maximize recreation opportunities.		■			LISD	Policy
6.1.5	Update the Lampasas Parks, Recreation, and Open Space Master Plan by 2022.	■				Parks and Recreation	Study
6.1.6	Prepare a Master Plan for Hancock Springs Pool and Hanna Springs Sculpture Garden and develop a tourism strategy for promoting visitation to these parks.		■			Parks and Recreation	Study

FIGURE 6.2, IMPLEMENTATION ACTION PLAN (CONT.)

ACTION #	ACTION RECOMMENDATION	INITIATION TIME FRAME				INVOLVED ENTITIES	ACTION TYPES
		SHORT TERM (1-2 YRS.)	MID TERM (3-10 YRS.)	LONG TERM (10+ YRS.)	ON-GOING		
Objective 6.2: Continue to support the Lampasas Public School system and other higher education and training options to enhance the attractiveness of Lampasas to families and employers.							
6.2.1	Ensure that the Lampasas School system continues to attract highly qualified teachers by evaluating teacher pay with respect to surrounding districts.		■			LISD	Confer & Report
6.2.2	Continue to support and expand the mission of the Lampasas County Higher Educational Center (LCHEC) in order to provide additional academic, vocational and certificate training to increase the range of skills Lampasas residents can offer potential employers.	■				LCHEC	Confer & Report
Objective 6.3: Continue to support maintenance and improvements to the Lampasas Municipal Airport in order to foster economic development and promote general aviation.							
6.3.1	Review and update Terminal Area Plan.		■			Airport Advisory Committee	Study
6.3.2	Update Airport Capital Improvement Plan in City's CIP and with TxDOT.		■			Airport Advisory Committee	Study
Objective 6.4: Provide effective police services to protect the health, safety, and welfare of the community.							
6.4.1	Continue to support Police Department efforts to offer community service and educational programs (e.g., National Night Out, event fingerprinting, etc.).				■	Police	Policy
6.4.2	Establish a formal replacement and procurement program for Police Department vehicles and equipment and ensure adequate funding is allocated in the City's capital improvement program (CIP).				■	Police & CIP	Capital Investment

FIGURE 6.2, IMPLEMENTATION ACTION PLAN (CONT.)

ACTION #	ACTION RECOMMENDATION	INITIATION TIME FRAME				INVOLVED ENTITIES	ACTION TYPES
		SHORT TERM (1-2 YRS.)	MID TERM (3-10 YRS.)	LONG TERM (10+ YRS.)	ON-GOING		
6.4.3	Evaluate near-term needs to improve operations at the City’s existing facilities (e.g., storage, desk space, meeting space, animal control facilities, etc.).		■			Police	Study
6.4.4	Evaluate Police Department staffing and increase as necessary.		■			Police	Study
6.4.5	Continue to offer quality humane care of animals for the health, safety, and welfare of the public.				■	Police	Policy
6.4.6	Support Police Department efforts in advancing the use of technology to improve the safety of the Lampasas public.		■			Police	Capital Investment
<b>Objective 6.5: Provide effective fire and EMS services to protect the health, safety, and welfare of the community.</b>							
6.5.1	Evaluate and identify opportunities to fund increases in Fire Department staffing to better meet accepted national fire service response and staffing standards.		■			Fire Dept.	Study
6.5.2	Continue to support Fire Department efforts to offer community service and educational programs.				■	Fire Dept.	Policy
6.5.3	Establish a formalized replacement and procurement program for Fire Department vehicles and equipment and ensure adequate funding is allocated in the City’s capital improvement program (CIP).				■	Fire Dept. & CIP	Capital Investment
6.5.4	Support Fire Department efforts to increase the amount of training for both paid and volunteer personnel (e.g., emergency response training, supervisory training, etc.).	■				Fire Dept.	Policy
6.5.5	Continue to evaluate and fund a needed expansion of Fire Department facilities.		■			Fire Dept.	Study

FIGURE 6.2, IMPLEMENTATION ACTION PLAN (CONT.)

ACTION #	ACTION RECOMMENDATION	INITIATION TIME FRAME				INVOLVED ENTITIES	ACTION TYPES
		SHORT TERM (1-2 YRS.)	MID TERM (3-10 YRS.)	LONG TERM (10+ YRS.)	ON-GOING		
6.5.6	Continue to support Fire Department efforts in advancing the use of technology to improve the safety of the Lampasas community.	■				Fire Dept.	Policy
6.5.7	Evaluate the near- and long-term needs regarding Lampasas provision of EMS response.	■				Fire Dept. & Lampasas County	Study

## Plan Administration

### IMPLEMENTATION ROLES AND RESPONSIBILITIES

Though implementation of this Plan will involve the efforts of the whole community of Lampasas, the City and its elected and appointed officials and staff will play an important part by initiating and managing the work of others. Therefore, the following City entities will have an important part in these implementation efforts:

- **City Council.** Through strategic direction meetings, annual budgeting, and further associated decision making, the City Council establishes general action priorities and time frames by which each action will be started and finished.
- **Planning and Zoning Commission.** The Planning and Zoning Commission, as an advisory board to the City Council, is tasked with making recommendations associated with the development and redevelopment of the City and its environs. It mainly does this through the rezoning and development process. Commission recommendations should have a basis in the vision, policies, and action of this Plan.
- **Lampasas Economic Development Corporation (LEDC).** The mission of the LEDC is to enhance economic opportunities and quality of life through strategic business retention and attraction. In this regard, the LEDC is an important strategic partner in helping execute the vision for growth, and the policies, and actions to support that growth.
- **Administration and City Staff.** As the executive branch of City government, the Administration and its staff are charged with the implementation this Plan. To varying degrees, City departments (e.g., Building and Planning, Public Works, Parks, etc.) have work programs which are essential to the success of this Plan and should ensure that their annual work programs and budgets are reflective of the vision set by the public.

### CONTINUING EDUCATION

For implementation to proceed in a focused and timely manner, it is important that all affected Departments and other stakeholders understand the goals and strategic direction provided by the Comprehensive Plan. It is important to share this information with elected and appointed officials. For City Council, this can consist of an initial briefing on the Plan's content and plan for implementation, followed by staff consultation prior to important decisions. For other boards and commissions, it could consist of a comprehensive summary of the Plan itself followed by a question and answer session.

It is also important to provide education to individuals who are not part of City government, such as property and business owners, the development community, and the general public. Education should include a City webpage devoted specifically to implementation of the Comprehensive Plan. The intent of this page is to publicly state the connection between proactive planning and the City's ability to follow through with implementation. As such, the page should be updated at least yearly to update the City's accomplishments, as well as to provide a summary of the upcoming priorities for near-term action on the implementation action plan.

## IMPLEMENTATION FUNDING

Between the City government and the LEDC, there are a variety of actions that can occur to implement this Plan. These consist of, but are not restricted to, offering financial incentives (for relocation, growth of staff, site and building enhancement, etc.), a reasonable and effective regulatory environment, timely capital improvements, and public/private partnerships. Funding, consequently, becomes a critical part of several of these actions. Funding for implementing the Comprehensive Plan will come from a variety of sources, including local resources such as the general fund (which is supported by property and sales taxes); voter-approved bonds; federal, state, and additional grants; among other sources.

## PLAN AMENDMENT

Even though this Plan is based upon a detailed examination of existing conditions and an extensive community engagement program, it reflects a snapshot in time. A Comprehensive Plan is intended to be a living document that can be modified to accommodate changes in social, financial, physical, and political fluctuations at the local and national levels over an extended period of time. Therefore, it is suggested that the Plan be revisited on a consistent basis and updated as Lampasas deems necessary.

- **Annual Progress Report.** As a part of its work program, the City Manager, in consultation with associated boards, committees and stakeholders should prepare an annual report for submittal and discussion with the City Council. Status of implementation for the Comprehensive Plan should be contained in these annual reports. Substantial actions and accomplishments from the previous year should be documented. The progress report should also identify and recommend required actions and programs to be established and implemented in the next year. This should be coordinated with the opening phases of the City's annual budget development process.
- **Annual Updates.** After the annual progress report is complete, the Implementation Action Plan should be updated as part of an annual Plan amendment. The Implementation Action Plan update, or near-term work program, identifies near- and mid-term actions to be started in the subsequent year or shortly after. Annual Plan amendments also offer opportunities for minor Plan updates and modifications, as well as changes to the Future Land Use, Thoroughfare Plan, and related maps.
- **Five-Year Update.** A larger evaluation and update should be prepared every five years. This is usually staff driven, and includes participation from numerous departments and elected and appointed officials. Led by the Building and Planning Department, this update contains an evaluation of the current plan, the successes achieved under the plan and any deficiencies with respect to implementation of the vision, policies, and actions. The purpose is to determine which of the outstanding planned actions are still pertinent to the community. The update should consist of the following:
  - » A summary of Plan revisions and accomplishments to date;
  - » Fluctuations in trends and challenges since Plan adoption (e.g., variations in the projected growth rate and the physical limits of the City; demographic structure; public attitudes; or further community, environmental, or political matters which could affect the likelihood of implementation);

- » Conflicts between recent policy decisions and future implementation actions;
  - » Variations in law, procedures, or programs which will affect identified implementation actions; and
  - » A full re-evaluation of the Implementation Action Plan.
- **10-Year Update.** The Comprehensive Plan sets the stage for all succeeding implementation actions in the 20-year planning horizon. Circumstances, resident composition, and City trends and concerns vary over time. To ensure that the Comprehensive Plan continues to offer the best and most appropriate direction possible, a complete update of the Plan should occur every 10 years.

**THIS PAGE INTENTIONALLY LEFT BLANK**

**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, September 27, 2021  
5:30 p.m. Joint Workshop Session  
6:00 p.m. Regular Session**

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

Council Members Present:

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

Council Members Absent:

N/A

Airport Advisory Board Present:

George Elsea (joint session only)  
Mike Watson  
Ken Cattles (joint session only)  
John Fingerhut (joint session only)  
Robert Lansford (joint session only)

City Staff Present: \_\_\_\_\_

Finley deGraffenried, City Manager  
Yvonne Moreno, Finance Director  
Becky Sims, City Secretary  
Jeffry Smith, Fire Chief  
Monica Wright, IT Director  
Sammy Bailey, Police Chief  
Jody Cummings, Assistant Police Chief  
Chris Eicher, Parks Director  
Vicki Tower, Parks Secretary  
Flint Geagley, Electric Superintendent  
Thomas Kelley, Apprentice Lineworker III  
Bradley Garrett, Police Officer  
Tania Baines, Library Clerk  
Shanda Subia, Library Director  
Van Sims, WWW Operations Manager  
Stephen Sewell, Plant Operations Supervisor

**JOINT WORKSHOP SESSION WITH AIRPORT ADVISORY BOARD**

1. Call to order Joint Workshop Session

Mayor Monroe called the Joint Workshop Session to order at 5:30 p.m.

2. Discussion regarding Airport Projects, available funding, and timeline.

Finley deGraffenried, City Manager advised purpose of meeting is to provide opportunity to discuss available TxDOT funding and support, airport CIP projects, as well as project priorities.

Chris Eicher, Parks and Recreation Director advised that they have no current project updates. The fuel pump is still down due to compatibility issues but hopeful it will be working soon. Staff is waiting on circuit board and wiring diagrams.

Ben Breck, TxDOT Aviation Planner; his primary role is project management and funding. He advised that funding is tight and projects have to be programmed ahead of time.

Mayor Monroe inquired about funding from TxDOT; if the City doesn't use the funding does the City lose the funding. Currently there are a couple of draft projects but nothing in CIP. If the funds are not used by year four \$150,000.00 drops off, then \$150,000.00 is added back the following year.

Ken Cattles, Airport Advisory Chair advised that the Airport is just as important as City streets, its part of our transportation system. It is a benefit for our community. If we don't use the entitlement funds from TxDOT others will; the last hangar was right around \$600,000.00. The Cities contribution is 10%.

Mayor Monroe inquired about the cost of a hangar. Mr. Breck advised that the max TxDOT can fund is \$600,000 and that is not much of a hangar with material/construction costs. A previous project for 3 T-Box hangars was close to \$800,000.00.

Council member Clark inquired about land at the Airport to house additional hangars. Mr. Eicher advised that there are 200 acres available to develop; however, this would be designed by TxDOT. Mr. Clark inquired about capacity. The hangars are currently full, with 55 waitlisted.

Council member Kuehne asked Mr. Breck for his suggestions on how to utilize the funding, the airport looks great and while he is not against building a hangar the City would not benefit as much due to the current costs to build. He recommended private investors or private leasing. The funding can go to any project that is programmed.

Mr. Lansford advised that about 10 years ago they built hangars for \$600,000.00 and the 10% match was recouped in 3-4 years.

Mr. Cattles advised that other Airports do lease agreements for 20-30 years and after the term is met then the City owns the hangar.

Mr. Breck advised TxDOT needs a Letter of Interest from the City identifying project priorities, whether it be an airport terminal, hangar, runway extension etc.

Mr. Lansford recommended to start with a new Airport Master Plan.

Mr. Breck advised planning studies can be covered by TxDOT funding.

3. Adjourn Joint Session and convene Regular Workshop Session

Mayor Pro Tem Williamson moved to adjourn the joint workshop session at 6:05 p.m., the motion was seconded by Council member Clark and with a unanimous vote, the motion carried.

Council took a 10-minute break

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

4. Call to order Workshop Session

Mayor Monroe called the workshop session to order at 6:18 p.m.

5. Discussion and updates related to COVID-19 Pandemic

Chief Smith provided the following updates:

- State of Texas Active Cases- 262,786
- Total hospitalized in the State of Texas- 9,719
- Total hospitalized in Trauma Service Area L-188
  - 46- ICU
  - 4- Pediatric patients
- Lampasas County Total Cases- 381

6. Discussion regarding Night Skies Initiatives.

Mr. Watson took this opportunity to explain how Cities and citizens can support Night Skies.

- Light Pollution- Dimming Stars
- Trespass- keeping light from neighbors' property
- Replacement of lights
- Light Sources- (reflector, light fixtures)
- Using timers, motion detectors
- Only use the brightness that you need/warmer colors
- Not visible above horizon
- *Implementation*
  - Publish City Position
  - Walk the Talk
  - Actively Promote
  - Provide recognition to those that support the initiative
  - Periodically review business/residential lighting
  - Regulate/incorporate initiative in Building Codes/Process
- *Benefits*
  - Improves Quality of Life
  - Wild Life
  - Saves money

7. Discussion regarding the request of use of Guthrie Funds for Imagination Library Program.

Judy Lansford, Guthrie Committee Chair wanted to take this opportunity to invite Council to visit the fabulous City library. She advised about six months ago a donation was made to the library in memory of their parents with specific instructions. The Library Foundation being a 501c3 organization was the receiver of the monetary donation. The donation was put towards the Dolly Parton Imagination Library for children ages birth – 5 years old who reside in the City of Lampasas and the City of Lometa. The response to this program has been overwhelming. The cost per child is \$25 per year. At this time there have been close to 450 children signed up for this program. There are 37 cities in Texas that are part of this program. This is a great opportunity for Lampasas to be part of this program. Mrs. Lansford is asking on behalf of the Guthrie Committee for Council consideration to use funds as Tracie Guthrie would have approved for this wonderful program.

Dr, Rascoe spoke on behalf of the Dolly Parton Imagination Library. There is no greater joy than to see children excel in reading. This opportunity will help and benefit many children.

8. Discussion regarding any item on the regular agenda

There was no discussion.

9. Adjourn Workshop Session

Mayor Pro-Tem Williamson moved to adjourn the workshop session at 6:46 p.m., the motion was seconded by Council member Clark and with a unanimous vote, the motion carried.

Without objection Council went directly into Regular Session

<b>REGULAR SESSION</b>
------------------------

**ANNOUNCEMENTS**

**A. Call to Order**

Mayor Monroe called the Regular Session to order at 6:47 p.m.

**B. Invocation and Pledge of Allegiance**

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

**C. Presentations and Proclamations**

- Fire Prevention Week- October 3-9, 2021
- Service Recognition
  - Thomas Kelley- Electric Department- 5 years
  - Garrett Bradley- Police Department- 5 years
  - Vicki Tower- Parks Secretary/HR Coordinator- 5 years
  - Tania Baines- Library- 5 years
- Achievement Recognition- Stephen Sewell
  - Mr. Sewell recently received his Class A Wastewater Treatment Plant License

	<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.
-----	---

There were no citizen comments

2.0	<b>MINUTES</b>
-----	----------------

2.1	Discussion and possible action concerning the approval of minutes of the Regular Meeting held on September 13, 2021
-----	---

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 concerning the second reading of an Ordinance regarding the approval of the Public Safety Quarantine Leave Policy as mandated by H.B. No. 2073.
-----	--

3.2	Discussion and possible action concerning the second reading of an Ordinance regarding the approval of the Mental Health Leave for Peace Officer Policy as legislated by the State of Texas, S.B 1359.
-----	--

3.3	Discussion and possible action regarding the second reading of an Ordinance amending Chapter 78, Traffic and Vehicles, Section 78-219 (a) No Parking Zones, to include in Section 78-219 (a) no parking on both sides of South Highway 183 from south of U.S. East 190 A/K/A Central Texas Expressway and E.E. Ohnmeiss Drive to the southernmost corporate city limits.
3.4	Discussion and possible action regarding the second reading of an Ordinance amending electric rates.

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

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

Mandy Walsh, Economic Development Director presented the EDC Annual Report

The following is an overview of the information presented:

**LEDC Mission-** To enhance economic opportunities and quality of life for our citizens through strategic business retention and attraction.

**LEDC Vision-** To be recognized as a thriving community with diverse economic opportunities while maintaining our excellent quality of life.

What is Community and Economic Development?

- Business Retention & Expansion
  - Resource Assistance
  - Incentive Programs
- Business Recruitment & Redevelopment
  - Research & Marketing
  - Incentive Programs
- Quality of Life Initiatives
  - Downtown Development
  - High Speed Internet

LEDC is funded by a quarter-cent sales tax.

Lampasas Business Park Recruitment

- Research & Development
- Light Manufacturing

- Information Technology
- Distribution
- Retail

**New Businesses**

- Approximately 17 new businesses have opened in the past 12 months

**Job Fair**

- 30 hiring business
- 80+ job seekers

**Workforce Data & Trends**

**Business Retention & Expansion Efforts**

**Life Safety Grant Recipients**

- Heritage Funeral Home
- The Doghouse
- The Cherry on Top

**Business Workshops**

**New Development/Business Expansions**

**Training & Networking**

**Community Development Institute (CDI)**

- Professional Community & Economic Developer (PCED)

5.0	ROUTINE MATTERS
5.1	City Manager’s Operational Report

City Manager deGraffenried reviewed his report:

**EDC Meeting**            The Lampasas Economic Development Corporation met on September 15<sup>th</sup> and reviewed financial statements to date as well as provided comment to staff regarding the Director’s performance. In line with receipts for the City, sales tax collection for the Corporation, October through September, totaled \$422,531.71; \$112,531.71 better than annual plan. The Corporation also reviewed previous year’s support of organizations, and will consider requests this coming year on a case by case basis, due to increased needs of the life/safety grant program and business park infrastructure.

**Code Update Meeting**    A Town Hall meeting was conducted on September 16, 2021 related to building, electric and plumbing code updates for the City. Over 30 individuals attended representing trades, development interests, real estate and staff. The purpose of the meeting was to review changes in the City’s current Codes, to upgraded 2021 versions. The City is currently operating under the 2012 International Residential, Building and Plumbing Codes; the 2014 National Electric Code; and the 2015 Energy Code. Staff will continue to gather feedback and discuss possible amendments with the Construction Board of Adjustment and Appeal prior to formal consideration by Council this winter.

- 281 South                    On September 17<sup>th</sup>, after discussion on the 281 South project with Council on the 13th, staff met with representatives from TxDOT regarding the route for access to the Hostess House and Hancock Pool. After reviewing the site, and in light of the recent loss of a large oak, staff and TxDOT felt a route could be identified that may limit the number of removals to one or two trees. Additionally, staff also confirmed the access and replacement of benches and tables would be included in the TxDOT contract.
  
- Comp Plan                    Tentatively, staff is planning on placing implementation of the Comprehensive Plan on the October 11<sup>th</sup> agenda for Council discussion. The implementation kick-off could realistically be discussed at least once per meeting over several months to review short term priorities and precise steps required to accomplish objectives. Staff has already discussed some short-term objectives with individual Council members including additional collaboration with the County and other agencies for emergency management, and building our capacity to provide resources to property owners to mitigate code or maintenance issues.
  
- Substation                    On September 21<sup>st</sup> staff met with LCRA representatives regarding upgrades to the Lampasas Substation that were discussed with Council during budget preparation. The expansion will begin in March after a cut in from a rebuilt transmission line. At this time, the City is expecting to conduct the plan review and permitting, where required, on the project; and utilize third party review if necessary. LCRA has indicated construction will be done by in-house crews.
  
- Sulphur Creek                Risking a possible jinx, staff is hopeful that a pond/water management company, recently contacted by the Park Director, may have the experience, expertise, and product to eliminate milfoil in Sulphur Creek. After lengthy discussion, the company was able to determine frequency and cost of application, which was well within budget. At the direction of staff, a permit application was submitted and approved by TPWD this week. The first application will be done this fall.
  
- Vaccines                      City staff is keeping a close eye on implementation (or not) of mandated COVID-19 vaccinations and/or testing. Although the Governor's current order prevents mandated vaccinations, staff is pro-actively gathering information from municipal and health care sources that indicate there is a possibility of some level of compliance. Many questions remain regarding costs, time off, and record keeping that will need to be answered prior to any level of implementation.
  
- Staff                            Staff is pleased to acknowledge employees who began their City of Lampasas careers in September: Fidel Morua, 16 years; Raymond Roberts, 24 years; Kristy Acevedo, 4 years; Thomas Kelley, 5 years; Garrett Bradley, 5 years; Jody Cummings; 29 years; Vicki Tower, 5 years; Monica Wright, 16 years; Tania Baines, 5 years.

5.2	MAYOR'S COMMENTS
-----	------------------

There were no Mayor Comments.

6.0	UNFINISHED BUSINESS
-----	---------------------

There was no unfinished business.

7.0	NEW BUSINESS
-----	--------------

7.1	Discussion and possible action regarding Resolution in support of Night Skies Initiative
-----	--

Council member Kuehne moved to approve the Resolution, the motion was seconded by Council member Morris and with a unanimous vote, the motion carried.

7.2	Discussion and possible action concerning the second reading of an Ordinance approving and adopting a Budget for operating the Municipal Government of the City of Lampasas for the fiscal year beginning on October 1, 2021 and ending on September 30, 2022; appropriating money for the various funds and purposes of such budget including appropriations of money to pay interest and principal sinking fund requirements on all indebtedness; providing a severability clause; providing a repealer clause for the repeal of all Ordinances and appropriations in conflict with the provisions of this Ordinance; and establishing an effective date.
-----	---

Council member Clark moved to approve the second reading of an Ordinance approving and adopting a Budget for operating the Municipal Government of the City of Lampasas for the fiscal year beginning on October 1, 2021 and ending on September 30, 2022; appropriating money for the various funds and purposes of such budget including appropriations of money to pay interest and principal sinking fund requirements on all indebtedness; providing a severability clause; providing a repealer clause for the repeal of all Ordinances and appropriations in conflict with the provisions of this Ordinance; and establishing an effective date.

Role Call Vote

- Mayor Monroe- Aye
- Mayor Pro Tem Williamson- Aye
- Council member Morris- Aye
- Council Member Goodart- Aye
- Council Member Kuehne- Aye
- Council Member Clark Aye
- Council Member Pearce- Aye

7.3	Discussion and possible action concerning the second reading of an Ordinance setting the Tax Rate and levying a tax upon all property subject to taxation within the City of Lampasas, Texas for the 2021 Tax Year for the use and support of the Municipal Government of the City of Lampasas for the fiscal year beginning October 1, 2021 and ending September 30, 2022; apportioning said levy among the various funds and items for which revenue must be raised including providing a sinking fund for the retirement of the bonded debt for the City of Lampasas; and establishing an effective date
-----	---

Mayor Pro Tem Williamson moved to approve the second reading of an Ordinance setting the Tax Rate and levying a tax upon all property subject to taxation within the City of Lampasas, Texas for the 2021 Tax Year for the use and support of the Municipal Government of the City of Lampasas for the fiscal year beginning October 1, 2021 and ending September 30, 2022, the motion was seconded by Council member Clark and with a unanimous vote, the motion carried.

Role Call Vote

- Council Member Goodart- Aye
- Council Member Kuehne- Aye
- Mayor Monroe- Aye
- Mayor Pro Tem Williamson- Aye

Council Member Morris- Aye  
Council Member Clark Aye  
Council Member Pearce- Aye

7.4	Discussion and possible action regarding ratifying the Property Tax Revenue increase reflected in the Fiscal Year 2021-2022
-----	---

Mayor Pro Tem Williamson motioned to approve the ratification of the property tax revenue increase reflected in the Fiscal Year 2021-2022 Budget, the motion was seconded by Council member Clark and with a unanimous vote, the motion carried.

Roll Call Vote  
Council Member Clark Aye  
Council Member Pearce- Aye  
Mayor Pro Tem Williamson- Aye  
Mayor Monroe- Aye  
Council Member Goodart- Aye  
Council Member Kuehne- Aye  
Council member Morris- Aye

7.5	Discussion and possible action request of use of Guthrie Funds for Imagination Library Program
-----	--

Mayor Pro Tem Williamson moved to approve the use of Guthrie Funds in the amount of \$28,000.00 for the Dolly Parton Imagination Library, the motion was seconded by Council member Kuehne and with a unanimous vote, the motion carried.

7.6	Discussion and possible action regarding request from the Lampasas County Chamber of Commerce for Hotel Occupancy Tax funds in the amount of \$1,286.00 for advertising expenses related to the Hunters Tourism Promotion from dove season through bow and rifle season September 2021 - January 2022, and event expenses for the Hunters Welcome event on November 5, 2021.
-----	--

Council member Morris moved to approve Hotel Occupancy Tax funds in the amount of \$1,286.00 for advertising expenses related to the Hunters Tourism Promotion, the motion was seconded by Council member Kuehne and with a unanimous vote, the motion carried.

7.7	Discussion and possible action to consider declaring a 2003 Ford Expedition as surplus and allow staff to dispose of as State Law allows.
-----	---

Mayor Pro Tem Williamson moved to declare the 2003 Ford Expedition as surplus and allow staff to dispose of as State Law allows, the motion was seconded by Council member Clark; Mayor Monroe opened the floor for questions, Council member Clark asked that a minimum bid be placed on the vehicle and with a unanimous vote, the motion carried.

Adjourn into Executive Session

Mayor Pro-Tem Williamson moved to adjourn into Executive Session at 7:40 p.m., Council member Clark seconded the motion and with a unanimous vote, the motion carried.

**EXECUTIVE SESSION**

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

Section 551.086 (Relating to the authority of public power utility governing bodies to deliberate regarding competitive matters) – Utilities

Adjourn Executive Session and reconvene Regular Session

Council reconvened into Regular Session at 8:00 p.m.

**REGULAR SESSION**

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

No action taken

Adjourn

Council member Morris moved to adjourn the meeting at 8:01 p.m., the motion was seconded by Council member Clark and with a unanimous vote, the motion carried.

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

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

ATTEST:

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



City Manager

ITEM NO. 3.1

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

---

---

**Subject:**

Discussion and Possible Action regarding purchases and charges in excess of \$4,000 from September 1, 2021 to September 30, 2021

Requested By: Yvonne Moreno, Finance Director

Submitted By: Yvonne Moreno, Finance Director

Date Submitted: September 30, 2021      For the Agenda of: October 11, 2021

**Procurement and Funding Statement:**

N/A

Attachments: A/P History Check Report

---

---

**Summary Statement:**

The Check History Report presents the detail of individual charges and amounts for all checks over \$4,000 for the period of September 1, 2021 to September 30, 2021.

**Recommendation:**

Motion to approve by consent.

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02856	AEP ENERGY PARTNERS, INC.							
I-17521326982	AUGUST AEP BILL	E	9/17/2021	176,392.81		000068		176,392.81
56260	LOWER COLORADO RIVER AUTHORITY							
I-EW16549	AUGUST LCRA BILL	E	9/17/2021	475,523.54		000069		475,523.54
27050	IRS-PAYROLL TAXES							
I-T1 202109098156	FEDERAL WITHHOLDING	D	9/10/2021	17,298.92		000116		
I-T3 202109098156	FICA TAX	D	9/10/2021	24,513.18		000116		
I-T4 202109098156	MEDICARE TAX	D	9/10/2021	5,732.86		000116		47,544.96
27050	IRS-PAYROLL TAXES							
I-T1 202109238157	FEDERAL WITHHOLDING	D	9/24/2021	18,221.71		000117		
I-T3 202109238157	FICA TAX	D	9/24/2021	25,342.94		000117		
I-T4 202109238157	MEDICARE TAX	D	9/24/2021	5,927.00		000117		49,491.65
00602	CANALES-DIBBLE CONTRACTORS, IN							
I-NO 1 WM BROOK	RETAINING WALL-BROOK PARK	R	9/03/2021	16,587.50		163045		16,587.50
17865	COLONIAL LIFE & ACCIDENT							
I-AC1202108128150	ACCIDENT INSURANCE	R	9/03/2021	186.45		163048		
I-AC2202108268151	ACCIDENT INSURANCE	R	9/03/2021	186.46		163048		
I-AC3202108128150	ACCIDENT INSURANCE	R	9/03/2021	547.50		163048		
I-AC3202108268151	ACCIDENT INSURANCE	R	9/03/2021	547.50		163048		
I-CN1202108128150	CANCER INSURANCE	R	9/03/2021	266.73		163048		
I-CN2202108268151	CANCER INSURANCE	R	9/03/2021	266.74		163048		
I-HO3202108128150	HOSPITAL INCOME - PRETAX	R	9/03/2021	137.70		163048		
I-HO3202108268151	HOSPITAL INCOME - PRETAX	R	9/03/2021	137.70		163048		
I-LF3202108268151	UNIV/COL LIFE AFTER TAX	R	9/03/2021	374.47		163048		
I-LF7202108128150	NON-PRETAX LIFE INSURANCE	R	9/03/2021	374.44		163048		
I-LF8202108128150	AFTER TAX COLONIAL PRODUCTS	R	9/03/2021	831.20		163048		
I-LF8202108268151	AFTER TAX COLONIAL PRODUCTS	R	9/03/2021	831.20		163048		4,688.09
03229	HALFF ASSOCIATES INC							
I-10054851	COMPREHENSIVE PLAN	R	9/03/2021	6,462.21		163063		6,462.21
49400	LAMPASAS CENTRAL APPR DIST							
I-08252021	4TH QUARTERLY PAYEMNT	R	9/03/2021	8,665.52		163085		8,665.52
52200	LAMPASAS PUBLIC UTILITIES							
I-08312021	AUGUST 2021	R	9/03/2021	36,053.78		163086		36,053.78
02426	LOWER COLORADO RIVER AUTHORITY							
I-T4T10002884	KELLY BAR SEAL KIT	R	9/03/2021	4,651.80		163095		4,651.80

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
03376	PRINCIPAL LIFE INSURANCE COMPA							
I-202109028155	PRINCIPAL LIFE INSURANCE COMPA	R	9/03/2021	145.34		163104		
I-DN1202108128150	EMPLOYEE SHARE HEALTH INSUR	R	9/03/2021	556.25		163104		
I-DN2202108268151	EMPLOYEE SHARE HEALTH INSUR	R	9/03/2021	556.25		163104		
I-GDC202108268151	DENTAL INSURANCE PREMIUM	R	9/03/2021	680.96		163104		
I-GDE202108268151	DENTAL INSURANCE PREMIUM	R	9/03/2021	670.75		163104		
I-GDF202108268151	DENTAL INSURANCE PREMIUM	R	9/03/2021	1,015.14		163104		
I-GDS202108268151	DENTAL INSURANCE PREMIUM	R	9/03/2021	556.51		163104		
I-GVC202108268151	VISION INSURANCE PREMIUM	R	9/03/2021	130.34		163104		
I-GVE202108268151	VISION INSUR PREMIUM	R	9/03/2021	236.88		163104		
I-GVF202108268151	VISION INSURANCE PREMIUM	R	9/03/2021	178.22		163104		
I-GVS202108268151	VISION INSURANCE PREMIUM	R	9/03/2021	128.63		163104		
I-VS1202108128150	EMPLOYEE SHARE HEALTH PLAN	R	9/03/2021	74.48		163104		
I-VS2202108268151	EMPLOYEE SHARE HEALTH INSUR	R	9/03/2021	74.48		163104		5,204.23
74775	SCOTT & WHITE HEALTH PLAN							
I-202109028154	SCOTT & WHITE HEALTH PLAN	R	9/03/2021	3,954.46		163122		
I-CCC202108268151	HEALTH INSURANCE PREMIUM	R	9/03/2021	4,974.06		163122		
I-CCE202108268151	HEALTH INSURANCE PREMIUM	R	9/03/2021	10,273.14		163122		
I-CCF202108268151	HEALTH INSURANCE PREMIUMS	R	9/03/2021	6,212.71		163122		
I-CCS202108268151	HEALTH INSURANCE PREMIUM	R	9/03/2021	6,346.64		163122		
I-HE1202108268151	HEALTH INSURANCE PREMIUM	R	9/03/2021	7,543.36		163122		
I-HEA202108128150	EMPLOYEE SHARE HEALTH INSURANC	R	9/03/2021	9,901.00		163122		
I-HEA202108268151	EMPLOYEE SHARE HEALTH INSURANC	R	9/03/2021	47.10		163122		
I-HEC202108128150	EMPLOYEE SHARE HEALTH INSURANC	R	9/03/2021	47.10		163122		
I-HEC202108268151	EMPLOYEE SHARE HEALTH INSURANC	R	9/03/2021	9,901.00		163122		
I-HI1202108268151	CITY HEALTH INSURANCE	R	9/03/2021	12,536.70		163122		
I-HID202108268151	CITY HEALTH INSURANCE	R	9/03/2021	11,713.24		163122		
I-HIE202108268151	EMPLOYEE CITY HEALTH CONTRIB	R	9/03/2021	18,987.75		163122		102,438.26
84250	TEXAS MUNICIPAL RETIREMENT SYS							
I-TMR202108028149	RETIREMENT CONTRIBUTIONS	R	9/03/2021	735.26		163127		
I-TMR202108128150	RETIREMENT CONTRIBUTIONS	R	9/03/2021	47,475.95		163127		
I-TMR202108268151	RETIREMENT CONTRIBUTIONS	R	9/03/2021	48,423.46		163127		96,634.67
16468	CATERPILLAR FIN SER CORP							
I-31405702	SEPT. RENTAL	R	9/08/2021	2,751.32		163175		
I-31408728	SEPT DOZER	R	9/08/2021	1,660.70		163175		4,412.02
02860	FUELMAN							
I-202109018153	CITY FUEL	R	9/08/2021	15,428.47		163180		15,428.47
01488	LAW OFFICES OF JO-CHRISTY BROW							
I-29853	GENERAL MATTERS	R	9/08/2021	8,032.00		163191		8,032.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01357	SINGLETON, CLARK & COMPANY, PC							
I-1877	PRELIM AUDIT FY 21	R	9/08/2021	9,930.00		163203		9,930.00
02976	WASTE CONNECTIONS							
I-1944681	COMMERCIAL SOLID WASTE	R	9/08/2021	53,330.06		163209		
I-1944682	RESIDENTIAL SOLID WASTE	R	9/08/2021	46,104.40		163209		
I-1944714	EMPTY ROLL-OFFS	R	9/08/2021	1,140.54		163209		
I-1944735	RECYCLE BIN EMPTY	R	9/08/2021	355.50		163209		100,930.50
02754	MASTERCARD							
C-220423498	TAX REFUND ON DISP SHIRTS	R	9/13/2021	6.07CR		163247		
C-B SIMS	HOTEL FOR CONFERENCE	R	9/13/2021	5.76CR		163247		
C-H PEARCE	HOTEL FOR CONFERENCE	R	9/13/2021	5.78CR		163247		
C-TJ MONROE	HOTEL FOR CONFERENCE	R	9/13/2021	40.78CR		163247		
C-Z MORRIS	HOTEL FOR CONFERENCE	R	9/13/2021	12.38CR		163247		
I-01643G	COUNCIL DINNER	R	9/13/2021	105.57		163247		
I-02302G	COUNCIL DINNER	R	9/13/2021	123.75		163247		
I-02589G	MASTERCARD	R	9/13/2021	975.50		163247		
I-08022021	TML-ZACHARY MORRIS	R	9/13/2021	375.00		163247		
I-08202021	CONSTANT CONTACT PREPAY	R	9/13/2021	500.50		163247		
I-08232021	DRONE DEPLOYPRO-YEARLY	R	9/13/2021	1,188.00		163247		
I-1246233190	DOMAIN NAME	R	9/13/2021	34.99		163247		
I-1247076499	DOMAIN NAME WEB FORWARD	R	9/13/2021	64.95		163247		
I-133287	TRAINING/FINLEY	R	9/13/2021	185.00		163247		
I-1399033A	HOTEL FOR CONFERENCE	R	9/13/2021	574.89		163247		
I-1399034A	HOTEL FOR CONFERENCE	R	9/13/2021	475.34		163247		
I-1399035A	HOTEL FOR CONFERENCE	R	9/13/2021	475.34		163247		
I-1402260A	HOTEL FOR CONFERENCE	R	9/13/2021	475.34		163247		
I-1831592	HOTEL/CONFERENCE	R	9/13/2021	446.82		163247		
I-198288	UNIDEN POLICE SCANNER	R	9/13/2021	717.99		163247		
I-2021US11669	IMAG LIBRARY PROMO ITEMS	R	9/13/2021	379.13		163247		
I-220423498*	DISPATCH SHIRTS	R	9/13/2021	79.57		163247		
I-222546	LEMIT TRAINING	R	9/13/2021	175.00		163247		
I-2456	PERMIT TECH -CHARPING	R	9/13/2021	695.00		163247		
I-393470364	CITY NEWSLETTER	R	9/13/2021	50.00		163247		
I-437651	PARKING AT SEMINAR	R	9/13/2021	50.00		163247		
I-4677	TRAINING/FRANK	R	9/13/2021	100.00		163247		
I-688498A	118 HOTEL STAY FOR TRAINI	R	9/13/2021	750.20		163247		
I-691665A	HOTEL FOR SEMINAR/BECKY	R	9/13/2021	340.40		163247		
I-99909354	HOTEL	R	9/13/2021	620.02		163247		
I-DS001100659	DROPSSEND BUSINESS LITE	R	9/13/2021	45.00		163247		
I-LA0001	COUNCIL DINNER	R	9/13/2021	153.86		163247		
I-SO1035823	STAFF SHIRTS	R	9/13/2021	125.50		163247		
I-SSTK0B9E3B485	WEBSITE STOCK IMAGES	R	9/13/2021	29.00		163247		10,240.89

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00602	CANALES-DIBBLE CONTRACTORS, IN I-09102021 FINAL # 2 RETAINING WALL-BROOK PARK	R	9/15/2021	16,587.50		163273		16,587.50
03116	RELIANCE ARCHITECTURE I-255 CONCEPTION DESIGN-HOSTESS	R	9/15/2021	6,600.00		163303		6,600.00
47585	KEMPNER WATER SUPPLY CORP I-08312021 LOAN PYMNT 91-06/91-07	R	9/20/2021	19,146.97		163339		19,146.97
03278	ALLSTAR PAVING CONSTRUCTION I-09222021 CART TRAIL PAVING	R	9/23/2021	7,773.00		163389		7,773.00
8740	BRAZOS RIVER AUTHORITY I-08312021 3000 AF WATER AVAILABILIT I-08312021* 3000 AF WATER AVAILABILIT	R	9/23/2021	249,000.00		163396		268,750.00
00602	CANALES-DIBBLE CONTRACTORS, IN I-09272021 FENCE REPAIR-OAK HILL CEM	R	9/30/2021	8,975.00		163422		8,975.00
03025	CAPITOL AGGREGATES INC I-200344 GRADE 4 AGGREGATE	R	9/30/2021	6,256.20		163428		6,256.20
16457	CARDINAL TRACKING, INC. I-124261 CAD COMPUTER AIDED DISPAT I-125068 MOBILE CITE BASE SYSTEM I-ML74454 BADGE CLOSE PATROL MODULE	R	9/30/2021	30,984.00		163429		47,019.00
01344	CORE & MAIN LP I-P323978 3/4" CURB STOPS I-P489653 NARUNA L/S CHECK VALVE I-P501848 5/8" X 15" BOLTS I-P505701 18" X 30" REPAIR CLAMP I-P522663 1" METER I-P523126 CONCRETE MTR BOXES I-P601133 1" PVC 45 ELL I-P602017 1 X 3/4 BALL VALVE I-P613516 12 X 2 TAP SADDLE I-P616083 12 X 1 TAP SADDLE I-P622404 WATER REPAIR ITEMS	R	9/30/2021	529.84		163433		5,734.90
02860	FUELMAN I-202109288158 CITY FUEL	R	9/30/2021	10,875.27		163441		10,875.27

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02202	H & H TREE SERVICE INC							
I-09272021	CAMPBELL REMOVED TREES-CAMPBELL	R	9/30/2021	1,400.00		163445		
I-09272021	HANCOCK BROKEN LIMB-HANCOCK	R	9/30/2021	100.00		163445		
I-09272021	TURNER REMOVE TREES-TURNER COMP	R	9/30/2021	600.00		163445		
I-09272021	WMBROOK REMOVE TREES-BROOK PARK	R	9/30/2021	900.00		163445		
I-09272021	SOCCKER FIE REMOVE TREES-GAVIN GARRET	R	9/30/2021	2,000.00		163445		5,000.00
02513	JAH-CON INSTRUMENTATION LLC							
I-2021226*	METER CALIBRATIONS	R	9/30/2021	5,000.00		163451		5,000.00
47585	KEMPNER WATER SUPPLY CORP							
I-08312021*	WATER AUGUST	R	9/30/2021	56,245.67		163452		56,245.67
01488	LAW OFFICES OF JO-CHRISTY BROW							
I-29854	LEGAL MATTERS	R	9/30/2021	4,462.50		163455		4,462.50
02372	M & C FONSECA CONSTRUCTION CO.							
I-NO 2 FINAL	W THIRD ST. CULVERT	R	9/30/2021	10,152.50		163456		10,152.50

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	30	908,938.45	0.00	908,938.45
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	2	97,036.61	0.00	97,036.61
EFT:	2	651,916.35	0.00	651,916.35
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	

TOTAL ERRORS: 0

VENDOR SET: 99	BANK: FSB	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			34	1,657,891.41	0.00	1,657,891.41
BANK: FSB	TOTALS:		34	1,657,891.41	0.00	1,657,891.41
REPORT TOTALS:			34	1,657,891.41	0.00	1,657,891.41

---

City ManagerITEM 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 August 2021.

Requested By: Yvonne Moreno, Finance Director

Submitted By: Yvonne Moreno, Finance Director

Date Submitted: October 7, 2021      For the Agenda of: October 11, 2021

Procurement and Funding Statement: N/A

Attachments: Investment Report prepared by Patterson & Associates

**Summary Statement:**

---

---

The weighted average maturity of City investments is 1 days.

The City's yield to maturity is 0.154

<u>Place of Investment</u>	<u>Investment Amount</u>	<u>% of Portfolio</u>
TexPool / TexPool Prime	\$1,923,681.40	11.48%
TexStar	\$1,628,068.09	9.72%
Bancorp South	\$9,313,766.96	55.58%
Money Market	\$3,884,413.19	23.18%
Frost Bank	\$ 8,115.45	0.05%

---

---

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



# Monthly Investment Report

PREPARED FOR CITY OF LAMPASAS

AUGUST 31, 2021



**PATTERSON  
& ASSOCIATES**

A MEEDER INVESTMENT MANAGEMENT COMPANY

WITH YOU. FOR YOU.



## Fed's Later Rather Than Sooner Stance

As expected, we got some direction from Fed Chair Powell's comments at the economic summit this month but perhaps not in the form totally expected. Although several Fed Presidents have spoken in favor of rolling back the extraordinary support measures, Powell's comments were very dovish.

The Chair clearly uncoupled eventual tapering of the accommodative measures from an overnight rate increase. This was not unexpected or unreasonable, but the comments drove both yields and the dollar lower. This, of course, again shows the perceived risks of the Delta variant slowing the recovery.

One over-riding question remains inflation. The Fed has consistently warned price increases will prove transitory and indeed there is some evidence to support that thesis. However, with inflation already nearly three times the Fed's target level, that message is difficult for some in the market to buy into. Though awash with liquid funds in the economy, investors, which drive rates, are seemingly ignoring this rising inflation which is now at multi-decade highs. Perhaps Mr. Simon was right.

*"I continue to believe that the American people have a love-hate relationship with inflation. They hate inflation but love everything that causes it." - William E. Simon*

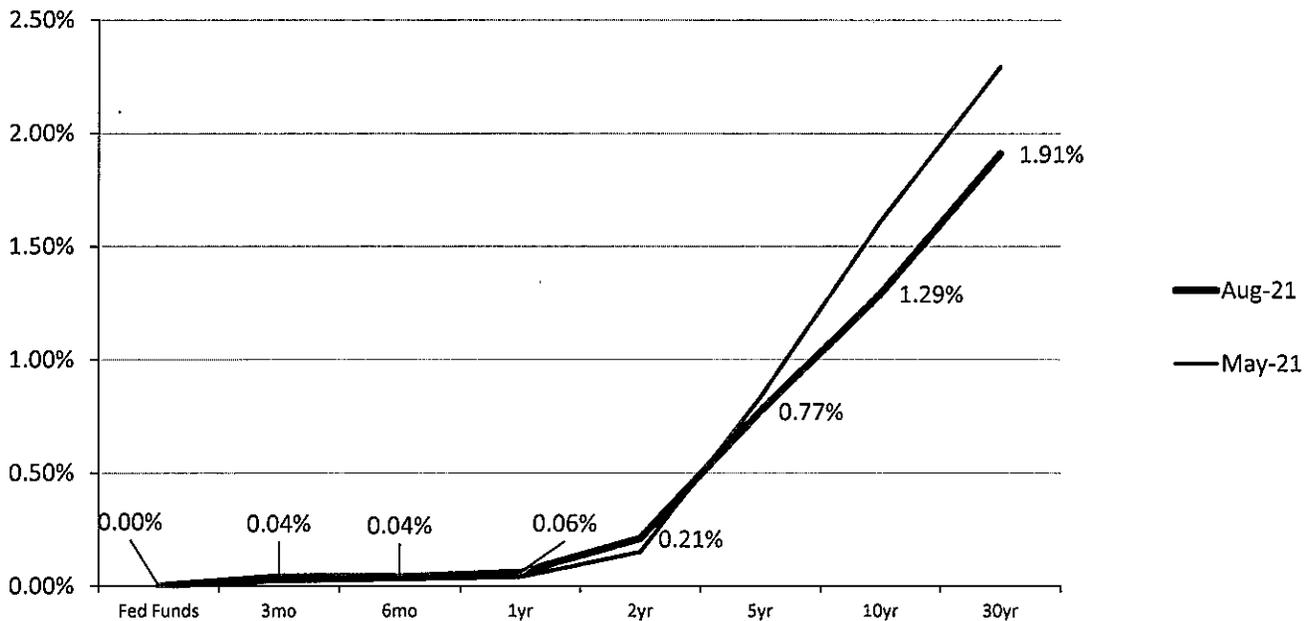
One controlling feature is Washington's inability to re-set the debt ceiling which pressures the Treasury to operate under the ceiling and curtail issuance at least partially. That will have to be addressed by October.



# The Curve Changes Little This Month



- The curve remains stubbornly flat on the front end while uncertainty about the Fed’s taper plan reigns.
- Consumer confidence has dropped, and inflation continues.
- Short-end investors remain very liquid or short with commercial paper providing the greatest value inside of 1 year.
- The Fed turned dovish on hints of possible tapering supporting the long end, but the Fed has yet to actually say it will taper.
- The Fed and markets continue to signal that overnight rates may remain at 0% until 2023.



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

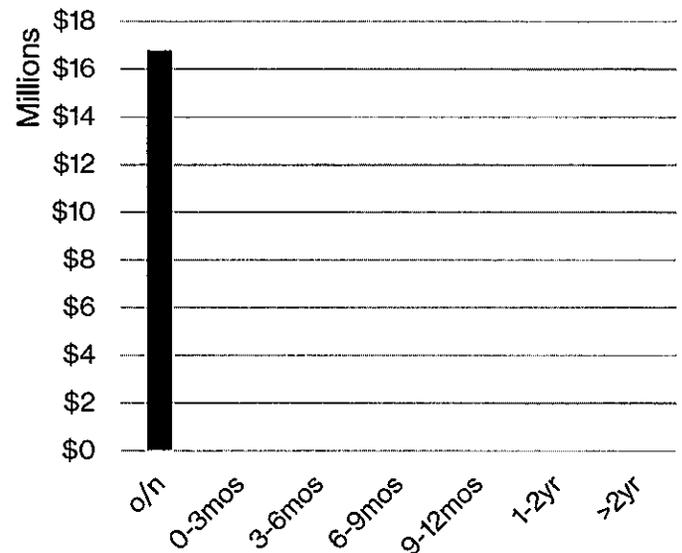
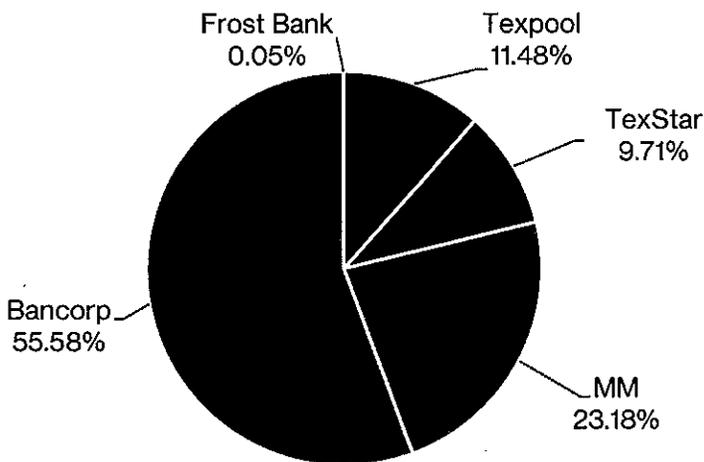
SOURCE: BLOOMBERG AS OF 8/31/2021

# Portfolio Overview

As of August 31, 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  
August 31, 2021**

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

<b>Investments</b>	<b>Par Value</b>	<b>Market Value</b>	<b>Book Value</b>	<b>% of Portfolio</b>	<b>Term</b>	<b>Days to Maturity</b>	<b>YTM 365 Equiv.</b>
Bancorp South	9,313,766.96	9,313,766.96	9,313,766.96	55.58	1	1	0.250
Texpool/Texpool Prime	1,923,681.40	1,923,681.40	1,923,681.40	11.48	1	1	0.025
TexStar	1,628,068.09	1,628,068.09	1,628,068.09	9.72	1	1	0.010
Frost Bank	8,115.45	8,115.45	8,115.45	0.05	1	1	0.000
Money Market	3,884,413.19	3,884,413.19	3,884,413.19	23.18	1	1	0.050
<b>Investments</b>	<b>16,758,045.09</b>	<b>16,758,045.09</b>	<b>16,758,045.09</b>	<b>100.00%</b>	<b>1</b>	<b>1</b>	<b>0.154</b>

<b>Total Earnings</b>	<b>August 31</b>	<b>Month Ending</b>	<b>Fiscal Year To Date</b>
Current Year		2,074.37	27,398.95

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

Yvonne Moreno, Finance Director

Reporting period 08/01/2021-08/31/2021  
Data Updated: SET\_LAMP: 09/23/2021 10:18  
Run Date: 09/23/2021 - 10:18

Portfolio LAMP  
AP  
PM (PRF\_PM1) 7.3.0  
Report Ver. 7.3.5.1

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

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

Security Type	Number of Investments	Par Value	Book Value	% of Portfolio	Average YTM 365	Average Days to Maturity
<b>Fund: Cash</b>						
Bancorp South	3	8,280,081.04	8,280,081.04	49.41	0.250	1
Money Market	9	3,884,413.19	3,884,413.19	23.18	0.050	1
Texpool/Texpool Prime	1	1,778,922.65	1,778,922.65	10.62	0.022	1
<b>Subtotal</b>	<b>13</b>	<b>13,943,416.88</b>	<b>13,943,416.88</b>	<b>83.21</b>	<b>0.185</b>	<b>1</b>
<b>Fund: Cert. of Obligation 2016</b>						
Texpool/Texpool Prime	1	144,758.75	144,758.75	0.86	0.062	1
<b>Subtotal</b>	<b>1</b>	<b>144,758.75</b>	<b>144,758.75</b>	<b>0.86</b>	<b>0.062</b>	<b>1</b>
<b>Fund: Electric</b>						
Bancorp South	1	374,063.45	374,063.45	2.23	0.250	1
Frost Bank	1	8,115.45	8,115.45	0.05	0.000	1
TexStar	1	1,628,068.09	1,628,068.09	9.72	0.010	1
<b>Subtotal</b>	<b>3</b>	<b>2,010,246.99</b>	<b>2,010,246.99</b>	<b>12.00</b>	<b>0.055</b>	<b>1</b>
<b>Fund: LEDC</b>						
Bancorp South	2	382,794.28	382,794.28	2.28	0.250	1
<b>Subtotal</b>	<b>2</b>	<b>382,794.28</b>	<b>382,794.28</b>	<b>2.28</b>	<b>0.250</b>	<b>1</b>
<b>Fund: Seizures</b>						
Bancorp South	2	11,956.99	11,956.99	0.07	0.249	1
<b>Subtotal</b>	<b>2</b>	<b>11,956.99</b>	<b>11,956.99</b>	<b>0.07</b>	<b>0.249</b>	<b>1</b>
<b>Fund: Trust</b>						
Bancorp South	2	72,843.06	72,843.06	0.43	0.250	1
<b>Subtotal</b>	<b>2</b>	<b>72,843.06</b>	<b>72,843.06</b>	<b>0.43</b>	<b>0.250</b>	<b>1</b>
<b>Fund: Water</b>						
Bancorp South	1	192,028.14	192,028.14	1.15	0.250	1

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

Security Type	Number of Investments	Par Value	Book Value	% of Portfolio	Average YTM 365	Average Days to Maturity
	Subtotal	1	182,028.14	1.15	0.250	1
	Total and Average	24	16,758,045.09	100.00	0.154	1

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

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

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
<b>Bancorp South</b>										
0474	10004	Bancorp South	09/01/2014	8,245,934.55	8,245,934.55	8,245,934.55	0.250	0.246	0.250	1
3213	10006	Bancorp South	09/01/2014	359.32	359.32	359.32	0.250	0.246	0.250	1
4187	10007	Bancorp South	09/01/2014	33,787.17	33,787.17	33,787.17	0.250	0.246	0.250	1
<b>Subtotal and Average</b>				<b>8,280,081.04</b>	<b>8,280,081.04</b>	<b>8,280,081.04</b>		<b>0.247</b>	<b>0.250</b>	<b>1</b>
<b>Taxpool/Taxpool Prime</b>										
14103	10000	Taxpool	09/01/2014	1,778,922.65	1,778,922.65	1,778,922.65	0.022	0.021	0.022	1
<b>Subtotal and Average</b>				<b>1,778,922.65</b>	<b>1,778,922.65</b>	<b>1,778,922.65</b>		<b>0.022</b>	<b>0.022</b>	<b>1</b>
<b>Money Market</b>										
5001832	10023	Austin Capital Bank MM	01/29/2015	248,421.05	248,421.05	248,421.05	0.050	0.049	0.050	1
XXXX579	10026	Business Bank of TX ICS	04/02/2015	0.00	0.00	0.00				1
XXXX561	10029	Business Bank of TX ICS	06/01/2015	0.00	0.00	0.00				1
4001579	10027	Business Bk Ultimate Bus MM	05/01/2015	0.00	0.00	0.00				1
4001561	10030	Business Bk Ultimate Bus MM	06/30/2015	0.00	0.00	0.00				1
XXXX579A	10058	Lone Star Capital Bank ICS	07/12/2021	3,149,119.86	3,149,119.86	3,149,119.86	0.050	0.049	0.050	1
XXXX561A	10060	Lone Star Capital Bank ICS	07/12/2021	486,733.98	486,733.98	486,733.98	0.050	0.049	0.050	1
4001579A	10059	Lone Star Capital Bank MM	07/12/2021	74.96	74.96	74.96				1
4001561A	10061	Lone Star Capital Bank MM	07/12/2021	63.34	63.34	63.34				1
<b>Subtotal and Average</b>				<b>3,884,413.19</b>	<b>3,884,413.19</b>	<b>3,884,413.19</b>		<b>0.049</b>	<b>0.050</b>	<b>1</b>
<b>Total Investments and Average</b>				<b>13,943,418.88</b>	<b>13,943,418.88</b>	<b>13,943,418.88</b>		<b>0.183</b>	<b>0.185</b>	<b>1</b>

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

Page 2

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	144,758.75	144,758.75	144,758.75	0.062	0.060	0.061	1
<b>Subtotal and Average</b>				<b>144,758.75</b>	<b>144,758.75</b>	<b>144,758.75</b>	<b>0.061</b>	<b>0.062</b>		<b>1</b>
<b>Total Investments and Average</b>				<b>144,758.75</b>	<b>144,758.75</b>	<b>144,758.75</b>	<b>0.061</b>	<b>0.062</b>		<b>1</b>

Run Date: 09/23/2021 - 10:12

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

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

Page 3

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	374,063.45	374,063.45	374,063.45	0.250	0.246	0.250	1
<b>Subtotal and Average</b>				<b>374,063.45</b>	<b>374,063.45</b>	<b>374,063.45</b>		<b>0.247</b>	<b>0.250</b>	<b>1</b>
<b>TexStar</b>										
17390	10001	TexStar	09/01/2014	1,628,068.09	1,628,068.09	1,628,068.09	0.010	0.009	0.010	1
<b>Subtotal and Average</b>				<b>1,628,068.09</b>	<b>1,628,068.09</b>	<b>1,628,068.09</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	8,115.45	8,115.45	8,115.45				1
<b>Subtotal and Average</b>				<b>8,115.45</b>	<b>8,115.45</b>	<b>8,115.45</b>		<b>0.000</b>	<b>0.000</b>	<b>1</b>
<b>Total Investments and Average</b>				<b>2,010,246.99</b>	<b>2,010,246.99</b>	<b>2,010,246.99</b>		<b>0.054</b>	<b>0.055</b>	<b>1</b>

Run Date: 09/23/2021 - 10:12

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

Fund LEDC - LEDC  
Investments by Fund  
August 31, 2021

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
<b>Bancorp South</b>										
1092	10002	Bancorp South	09/01/2014	380,197.32	380,197.32	380,197.32	0.250	0.246	0.250	1
2363	10003	Bancorp South	09/01/2014	2,596.96	2,596.96	2,596.96	0.250	0.246	0.250	1
<b>Subtotal and Average</b>				<b>382,794.28</b>	<b>382,794.28</b>	<b>382,794.28</b>	<b>0.247</b>	<b>0.250</b>		<b>1</b>
<b>Total Investments and Average</b>				<b>382,794.28</b>	<b>382,794.28</b>	<b>382,794.28</b>	<b>0.247</b>	<b>0.250</b>		<b>1</b>

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

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
<b>Bancorp South</b>										
0763	10008	Bancorp South	09/01/2014	11,920.93	11,920.93	11,920.93	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>11,956.99</b>	<b>11,956.99</b>	<b>11,956.99</b>		<b>0.246</b>	<b>0.249</b>	<b>1</b>
<b>Total Investments and Average</b>				<b>11,956.99</b>	<b>11,956.99</b>	<b>11,956.99</b>		<b>0.246</b>	<b>0.249</b>	<b>1</b>

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

Page 6

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
<b>Bancorp South</b>										
6349	10010	Bancorp South	09/01/2014	43,168.03	43,168.03	43,168.03	0.250	0.246	0.250	1
6348	10011	Bancorp South	09/01/2014	29,675.03	29,675.03	29,675.03	0.250	0.246	0.250	1
<b>Subtotal and Average</b>				<b>72,843.06</b>	<b>72,843.06</b>	<b>72,843.06</b>	<b>0.247</b>	<b>0.250</b>		<b>1</b>
<b>Total Investments and Average</b>				<b>72,843.06</b>	<b>72,843.06</b>	<b>72,843.06</b>	<b>0.247</b>	<b>0.250</b>		<b>1</b>

Run Date: 09/23/2021 - 10:12

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

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

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
<b>Bancorp South</b>										
1639	10012	Bancorp South	09/01/2014	192,028.14	192,028.14	192,028.14	0.250	0.246	0.250	1
<b>Subtotal and Average</b>				<b>192,028.14</b>	<b>192,028.14</b>	<b>192,028.14</b>		<b>0.247</b>	<b>0.250</b>	<b>1</b>
<b>Total Investments and Average</b>				<b>192,028.14</b>	<b>192,028.14</b>	<b>192,028.14</b>		<b>0.247</b>	<b>0.250</b>	<b>1</b>



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

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

CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Average Book Value	Maturity Date	Current Rate	Annualized Yield	Adjusted Interest Earnings			
										Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings	
<b>Fund: Cash</b>													
14103	10000	CASH	RR2	1,778,922.65	1,778,889.10	1,778,890.18		0.022	0.022	33.55	0.00	33.55	
5001632	10023	CASH	RR5	248,421.05	248,410.50	248,410.84		0.050	0.050	10.55	0.00	10.55	
0474	10004	CASH	RRP	8,245,934.55	7,515,545.24	7,539,106.19		0.250	0.254	1,628.49	0.00	1,628.49	
3213	10006	CASH	RRP	359.32	359.24	359.24		0.250	0.262	0.08	0.00	0.08	
4187	10007	CASH	RRP	33,787.17	29,611.56	31,673.02		0.250	0.250	6.73	0.00	6.73	
XXXX579A	10058	CASH	RR5	3,149,119.86	3,148,986.20	3,148,990.51		0.050	0.050	133.66	0.00	133.66	
XXXX561A	10060	CASH	RR5	486,733.98	486,713.32	486,713.99		0.050	0.050	20.66	0.00	20.66	
4001579A	10059	CASH	RR5	74.96	1.00	74.96				0.00	0.00	0.00	
4001561A	10061	CASH	RR5	63.34	1.00	63.34				0.00	0.00	0.00	
			<b>Subtotal</b>	<b>13,943,418.88</b>	<b>13,206,517.16</b>	<b>13,234,282.28</b>				<b>0.163</b>	<b>1,833.72</b>	<b>0.00</b>	<b>1,833.72</b>
<b>Fund: Cert. of Obligation 2018</b>													
14103A	10041	CERTS16	RR2	144,758.75	144,751.15	144,751.40		0.062	0.062	7.60	0.00	7.60	
			<b>Subtotal</b>	<b>144,758.75</b>	<b>144,751.15</b>	<b>144,751.40</b>				<b>0.062</b>	<b>7.60</b>	<b>0.00</b>	<b>7.60</b>
<b>Fund: Electric</b>													
17390	10001	ELEC	RR3	1,628,068.09	1,628,054.18	1,628,054.63		0.010	0.010	13.91	0.00	13.91	
1732110	10022	ELEC	RR4	8,115.45	8,119.81	8,117.70				0.00	0.00	0.00	
0672	10005	ELEC	RRP	374,063.45	372,309.20	373,237.56		0.250	0.250	79.25	0.00	79.25	
			<b>Subtotal</b>	<b>2,010,246.99</b>	<b>2,008,483.19</b>	<b>2,009,409.89</b>				<b>0.055</b>	<b>93.16</b>	<b>0.00</b>	<b>93.16</b>
<b>Fund: LEDC</b>													
1092	10002	LEDC	RRP	380,197.32	380,518.06	380,223.53		0.250	0.250	80.73	0.00	80.73	
2363	10003	LEDC	RRP	2,596.95	2,596.41	2,596.43		0.250	0.249	0.55	0.00	0.55	
			<b>Subtotal</b>	<b>382,794.28</b>	<b>383,114.47</b>	<b>382,819.96</b>				<b>0.250</b>	<b>81.28</b>	<b>0.00</b>	<b>81.28</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	11,920.93	11,944.48	11,469.24		0.250	0.250	2.44	0.00	2.44	

Run Date: 09/23/2021 - 10:12

Portfolio LAMP  
AP  
IE (PRF\_IE) 7.2.0  
Report Ver. 7.3.6.1

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

CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Average Book Value	Maturity Date	Current Rate	Adjusted Interest Earnings			
									Annualized Yield	Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings
<b>Subtotal</b>				<b>11,958.99</b>	<b>11,990.54</b>	<b>11,505.30</b>			<b>0.250</b>	<b>2.44</b>	<b>0.00</b>	<b>2.44</b>
<b>Fund: Trust</b>												
6348	10011	TRUST	RRP	29,675.03	29,668.73	29,668.93		0.250	0.250	6.30	0.00	6.30
6349	10010	TRUST	RRP	43,168.03	43,158.87	43,159.17		0.250	0.250	9.16	0.00	9.16
<b>Subtotal</b>				<b>72,843.06</b>	<b>72,827.60</b>	<b>72,828.10</b>			<b>0.250</b>	<b>15.46</b>	<b>0.00</b>	<b>15.46</b>
<b>Fund: Water</b>												
1639	10012	WATER	RRP	192,028.14	191,312.43	191,727.45		0.250	0.250	40.71	0.00	40.71
<b>Subtotal</b>				<b>192,028.14</b>	<b>191,312.43</b>	<b>191,727.45</b>			<b>0.250</b>	<b>40.71</b>	<b>0.00</b>	<b>40.71</b>
<b>Total</b>				<b>18,758,045.09</b>	<b>18,020,986.54</b>	<b>16,047,324.38</b>			<b>0.152</b>	<b>2,074.37</b>	<b>0.00</b>	<b>2,074.37</b>

## Disclosure



Meeder Public Funds, Inc., dba Patterson & Associates is a registered investment adviser with the Securities and Exchange Commission (SEC) under the Investment Advisers Act of 1940. Registration with the SEC does not imply a certain level of skill or training. The opinions expressed in this presentation are those of Meeder Public Funds, Inc. The material presented has been derived from sources considered to be reliable, but the accuracy and completeness cannot be guaranteed.

Meeder provides monthly statements for its investment management clients to provide information about the investment portfolio. The information should not be used for audit or confirmation purposes. Please review your custodial statements and report any inaccuracies or discrepancies.

Certain information and data have been supplied by unaffiliated third parties. Although Meeder believes the information is reliable, it cannot warrant the accuracy of information offered by third parties. Market value may reflect prices received from pricing vendors when current market quotations are not available. Prices may not reflect firm bids or offers and may differ from the value at which the security can be sold.

Statements may include positions from unmanaged accounts provided for reporting purposes. Unmanaged accounts are managed directly by the client and are not included in the accounts managed by the investment adviser. This information is provided as a client convenience and the investment adviser assumes no responsibility for performance of these accounts or the accuracy of the data reported.

**Investing involves risk. Past performance is no guarantee of future results. Debt and fixed income securities are subject to credit and interest rate risk. The investment return and principal value of an investment will fluctuate so that an investors shares, when redeemed, may be worth more or less than their original cost. Current performance may be lower or higher than the performance data quoted.**

Meeder Investment Management is the global brand for the Meeder group of affiliated companies. Investment advisory services are provided through Meeder Public Funds, Inc, dba Patterson & Associates. Please contact us if you would like to receive a copy of our current ADV disclosure brochure or privacy policy.

**Patterson & Associates**  
Barton Oaks Plaza  
Building II  
901 S. MoPac, Suite 195  
Austin, TX 78746  
800.817.2442

**THIS PAGE INTENTIONALLY LEFT BLANK**

  
City Manager

ITEM NO. 7.1

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

---

---

**Subject:**

Discussion and possible action regarding award of design and specification contract with Reliance Architecture for Structural Remediation, Renovations, and Addition to Hostess House.

Requested By: Finley deGraffenried, City Manager

Submitted By: Finley deGraffenried, City Manager

Date Submitted: September 30, 2021

For the Agenda of: October 11, 2021

**Procurement and Funding Statement:**

Funding FY 2022 for Design and Structural Improvement, and FY 2023 for Renovation- All from Fund 40.

Attachments: Email regarding desired scope, proposal, estimates including soft cost and contingency

**Summary Statement:**

---

---

Mr. Naylor, Reliance Architecture, LLC. has provided the attached proposal consistent with City provided scope. The following Architectural Services are being offered at a flat fee. Structural Remediation in the amount of \$32,070.00 and \$98,500.00 for Addition and Renovations. There are five phases to basic Architectural Services: Schematic Design, Design Development, Construction Documents, Bidding & Negotiations and Construction. As confirmed by Council during the budget process the timeline provided for complete design and structural improvements in FY 2022 with remaining renovation to be conducted on or about the first quarter of 2023. Based on Council input, the design includes the "Improved Function" and No.2 option for Kitchen Improvements. Mr. Naylor did include updated probable construction costs due to projected inflation for construction to begin mid-2022.

**Recommendation:**

To consider a motion the award of design and specification contract with Reliance Architecture for Structural Remediation, Renovations, and Addition to Hostess House in an amount not to exceed \$130,570.00.



Value. Partnership. Management. Convenience.

October 4, 2021

Mr. Finely deGraffenried, City Manager  
City of Lampasas  
312 East Third St.  
Lampasas, Texas 76550

Dear Finley,

Reliance Architecture is pleased to submit our Part Two Architectural services and fee proposal for Structural Remediation, Renovations and Addition to Hostess House. This proposal shall be an Exhibit to the Owner-Architect Contract.

**SCOPE OF SERVICES**

**Part Two: Architectural Services**

Architectural services shall be per the *Standard Agreement between Owner and Architect*, including design, production of construction documents, bidding services and construction phase services. These are described in detail below. A small project contract is attached.

**PROJECT SCOPE**

Reliance Architecture shall perform scope for Part Two services as per the scope of the project established upon selection and approval of the Predesign Conceptual Plan from Part One. The plans are as defined per Council Approved Concept. The conceptual plans and project budget are within the proposal. The budget has been adjusted for current changes in the industry cost with projected inflation for construction to begin in mid of 2022.

**Hostess House Structural Remediation**

- Field Investigation and Documentation to produce As-Built Plans for use in Construction Documents (Owner's as-builts are missing pertinent information required by design team)
- Comprehensive Structural Review and Analysis of 1<sup>st</sup> Floor, 2<sup>nd</sup> Floor and Roof Structure
- Retrofit to add structure to first floor to increase the capacity for live load from 50 PSF to 100 PSF for events
- Removal of every other column at first level (Foundation work only, columns to remain)
- Structural retrofit to accommodate future Foodservice Equipment
- Alternate Bid item to relocate emergency egress stairs from access to pool level to east side of building for safety and security

Probable Construction Cost (w/ 10% Design Contingency)	\$207,100
Professional Services	\$32,070
Construction Contingency (10%)	\$22,781
Administrative Cost	\$0
<b>Probable Project Cost Estimate</b>	<b>\$261,951</b>

Reliance Architecture, LLC  
1306 Barrington Dr.  
Austin, TX 78753

(512) 758-7660

info@reliancearchitecture.com

reliancearchitecture.com

**Hostess House Addition and Renovations**

- Kitchen Renovation
  - New Range and Denlar Hood
  - Mechanical Augmentation to accommodate new Hood
  - New Foodservice Equipment
  - Plumbing and Electrical for new Foodservice Equipment
  - Minor Architectural Renovation
- 1<sup>st</sup> and 2<sup>nd</sup> Floor Renovation
  - Removal of every other column at first level (Additional structure as required for removal)
  - Modification of existing roof to tie into new addition
  - Demolition of Existing Restrooms at 1<sup>st</sup> Floor and Storage & Mechanical on 2<sup>nd</sup> Floor.
  - Demolition of existing elevator and infill
  - Renovation to expand 1<sup>st</sup> and 2<sup>nd</sup> Floor Halls into demoed areas (w ADA Accessible stage on 2<sup>nd</sup> Floor)
  - Replacement of Mechanical at 1<sup>st</sup> Floor (ductwork to be reused)
  - Replacement of Mechanical at 2<sup>nd</sup> Floor (includes new ductwork)
  - New ADA compliant Stage
  - Lighting Upgrade
- Addition
  - Wood frame structure to match existing building
  - Stone veneer to match existing
  - Metal roof with wood truss framing to match existing
  - New Elevator
  - 1<sup>st</sup> Floor and 2<sup>nd</sup> Floor– New Restrooms, Added Storage and Mechanical Room on both levels
  - Footprint of approximately 900 sf with 2 levels
  - New Mechanical, Power, Lighting and Plumbing
  - Mechanical yard for condensers

Probable Construction Cost (w/ 10% Design Contingency)	\$1,221,781
Professional Services	\$98,500
Construction Contingency (10%)	\$122,178
Administrative Cost (Geotch, Survey, TDLR Review)	\$13,700
 Probable Project Cost Estimate	 \$1,456,159

**FEE PROPOSAL**

**Part Two: Architectural Services**

The scope of services as described above for the project scope as described above will be provided for a fee listed below.

We propose providing our services, as described above, for a flat fee of **\$32,070.00** for Structural Remediation and **\$98,500** for Addition and Renovations at Hostess House. A retainer of **\$8,000.00** shall be remitted to Reliance Architecture for initiation of services.

Hostess House Structural Remediation		<b>\$32,070</b>
• As-built Documentation Services	\$4,920	
• Structural Analysis	\$7,680	
• Structural Engineering	\$11,520	
• Permitting	\$4,950	

- Construction Phase Services (3 visits for each discipline) \$3,000
- Additional Services
  - Architectural
    - Site Visit (Construction Phase) \$290/visit
    - Hourly Rate \$165/hour
  - Structural
    - Site Visit (Construction Phase) \$245/visit
    - Hourly Rate \$175/hour

**Hostess House Addition & Renovation \$98,500**

- Structural Engineering \$6,930
- Foodservice Consultant \$3,850
- Architectural Design Services \$18,470
- MEP Engineering \$20,000
- Construction Documents \$29,550
- Permitting \$4,925
- Construction Phase Services (3 visits for each discipline) \$14,775
- Additional Services
  - Architectural
    - Site Visit (Construction Phase) \$290/visit
    - Hourly Rate \$165/hour
  - Structural
    - Site Visit (Construction Phase) \$245/visit
    - Hourly Rate \$175/hour
  - Mechanical, Electrical and Plumbing
    - Site Visit (Construction Phase) \$270/visit
    - Hourly Rate \$185/hour

Phases of Work

Schematic Design	20%
Design Development	30%
Construction Documents	30%
Bidding and Negotiations	5%
Construction Administration	15%

**Compensation for Reimbursable Expenses**

- Printing, reproductions, plots, and standard form documents, as requested by the Owner
- Photo-realistic renderings or other marketing type materials, as requested by the Owner

**ARCHITECTURAL BASIC SERVICES**

Our Architectural Services will include working closely with City of Lampasas administration and staff to develop a design and provide advice and guidance that is customized to your needs.

There are five phases to basic Architectural services: Schematic Design, Design Development, Construction Documents, Bidding & Negotiations and Construction. Through these phases of the process, we work with you to turn your vision and needs into a built reality.

Schematic Design: Since a rough lay-out has already been developed by the district, the schematic design phase will consist mostly of working with City of Lampasas staff and stakeholders to confirm and adjust layouts as needed to arrive at a functional office layout that works for the intended department.

**Design Development:** Reliance Architecture will work with the City of Lampasas staff and stakeholders to flesh out and finalize designs of all spaces and select systems and finishes. These designs will be presented to the of City of Lampasas staff and stakeholders for review, comment, and approval. Reliance Architecture will reach out to City of Lampasas building officials and local fire marshal to review the project with them to ensure they do not have any concerns with the project. All comments and concerns received from regulatory officials at this time will be discussed with City of Lampasas and resolutions will be incorporated into the design. Throughout the design process Reliance Architecture will be vigilant in monitoring how the development of the design affects the project budget, inform City of Lampasas staff when decisions are made that compromise the proposed budget, and suggest design and material alternatives to keep the project within the proposed budget.

**Construction Documents:** Reliance Architecture will take the designs developed during the previous phases and produce documents for bidding, permitting and construction, including drawings and written specifications. Reliance Architecture will work with the City of Lampasas staff and stakeholders to ensure that the Construction Documents reflect the wishes and needs of the project.

**Bidding & Negotiations:** Reliance Architecture will work with the City of Lampasas to prepare bidding documents to solicit bids for the project by the delivery method of your choice. During bidding we will host a pre-bid conference (if desired by the City of Lampasas), answer any questions bidders have, consider cost-saving substitution requests, and discuss these with the City of Lampasas. At bidding, Reliance Architecture will help the City of Lampasas host a public bid opening and then help vet submitting contractors and rank the submitted bids. Also, during this phase, Reliance Architecture will submit documents for regulatory review, including City of Lampasas code review and TLDR review. If any changes are deemed necessary due to difference of interpretation of code, Reliance Architecture will make such changes to the Construction Documents and issue the changes.

**Construction:** Reliance Architecture will work as partners with the City of Lampasas and their selected contractor, as your advocate, to help ensure that the project is kept on schedule and that construction is done in accordance with the Construction Documents, while remaining available and flexible, as a finish-out project can often run into unforeseen conditions. Reliance Architecture will review shop drawings and product data from the contractor, answering questions from the field, attend regular progress meetings and regularly observe the construction to identify any deviations from the Construction Documents or conditions that will result in the project not being completed as expected. Reliance Architecture will make regular site observations every two weeks.

After construction is complete there is typically a one-year general warranty on the work. During this time, we will help you communicate with the contractor on any issues that may arise. As the one-year warranty approaches its end, we do one last inspection of the work with you to see if there is anything that should be taken care of under the warranty. After the one-year warranty is over, we continue to serve you and assist with issues you might have or with any future building needs.

## CLARIFICATIONS

Reliance Architecture requests:

- As-built or record documents of existing facilities including building plans and site plans;
- Site surveys and geotechnical reports for all district properties, where available;
- Harmful Materials (asbestos and lead) report for facilities;
- All items requested are preferred in digital format, where possible.

This proposal does not include:

- Site surveys;
- Measured or "As-Built" drawings;
- Soil / geotechnical investigations;
- Subsurface investigations;

- Investigation of inaccessible systems and infrastructure;
- Air quality investigation;
- Environmental investigations or reports;
- Direction on dealing with hazardous materials;
- Detailed or guaranteed cost estimating;
- Photo-realistic renderings;
- Printing;
- Permitting and regulatory review fees.

Best Regards,

Proposal Acceptance:

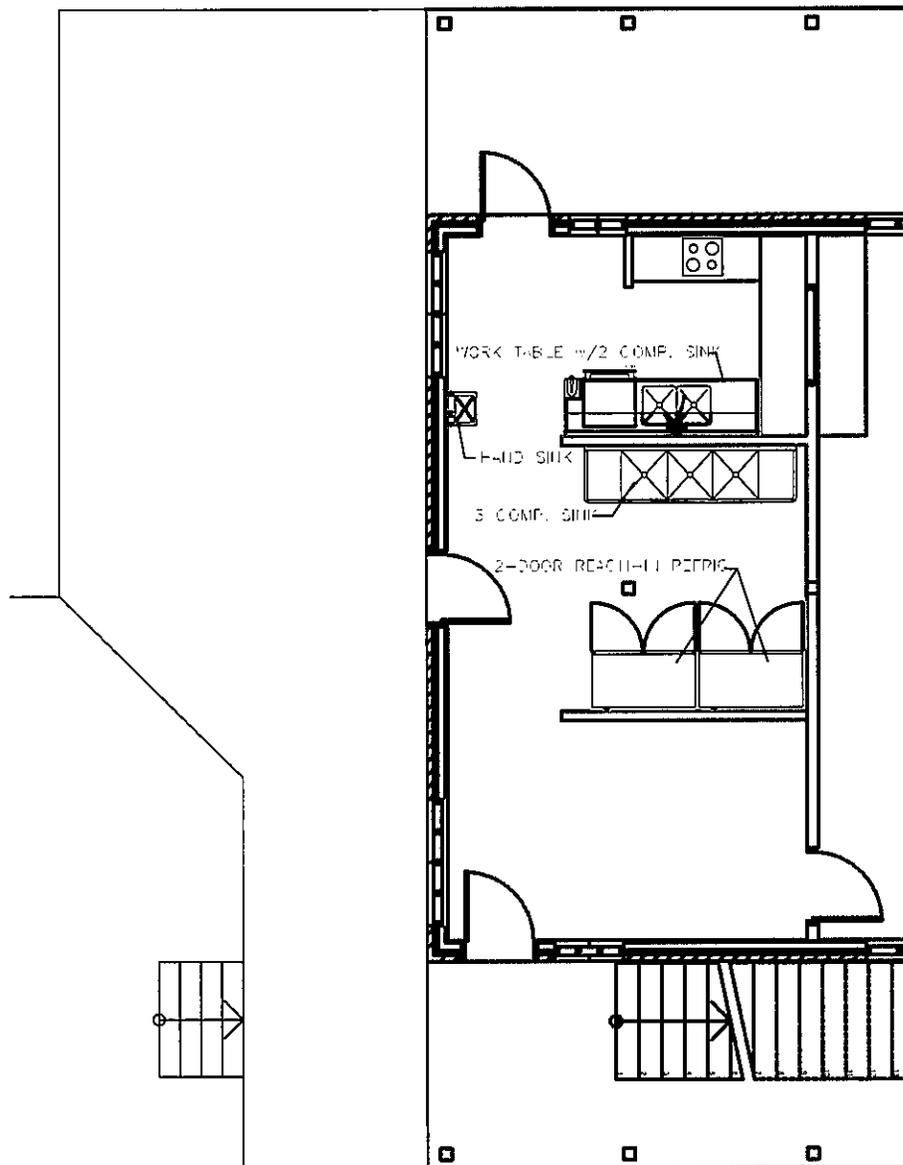


Antonio Naylor AIA, ALEP  
Principal Architect, Texas Registered #26403  
Reliance Architecture, LLC

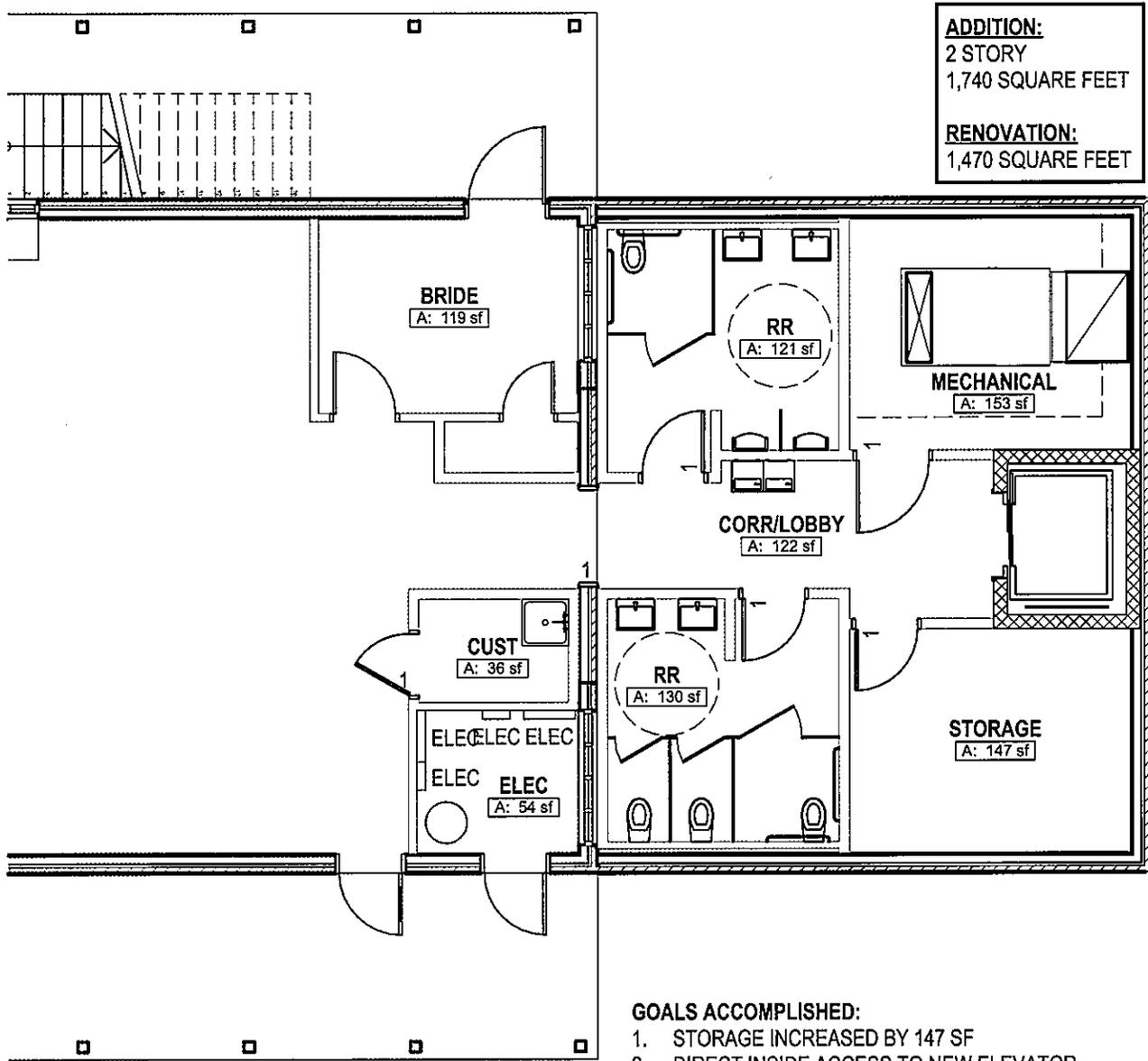
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_  
Date



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

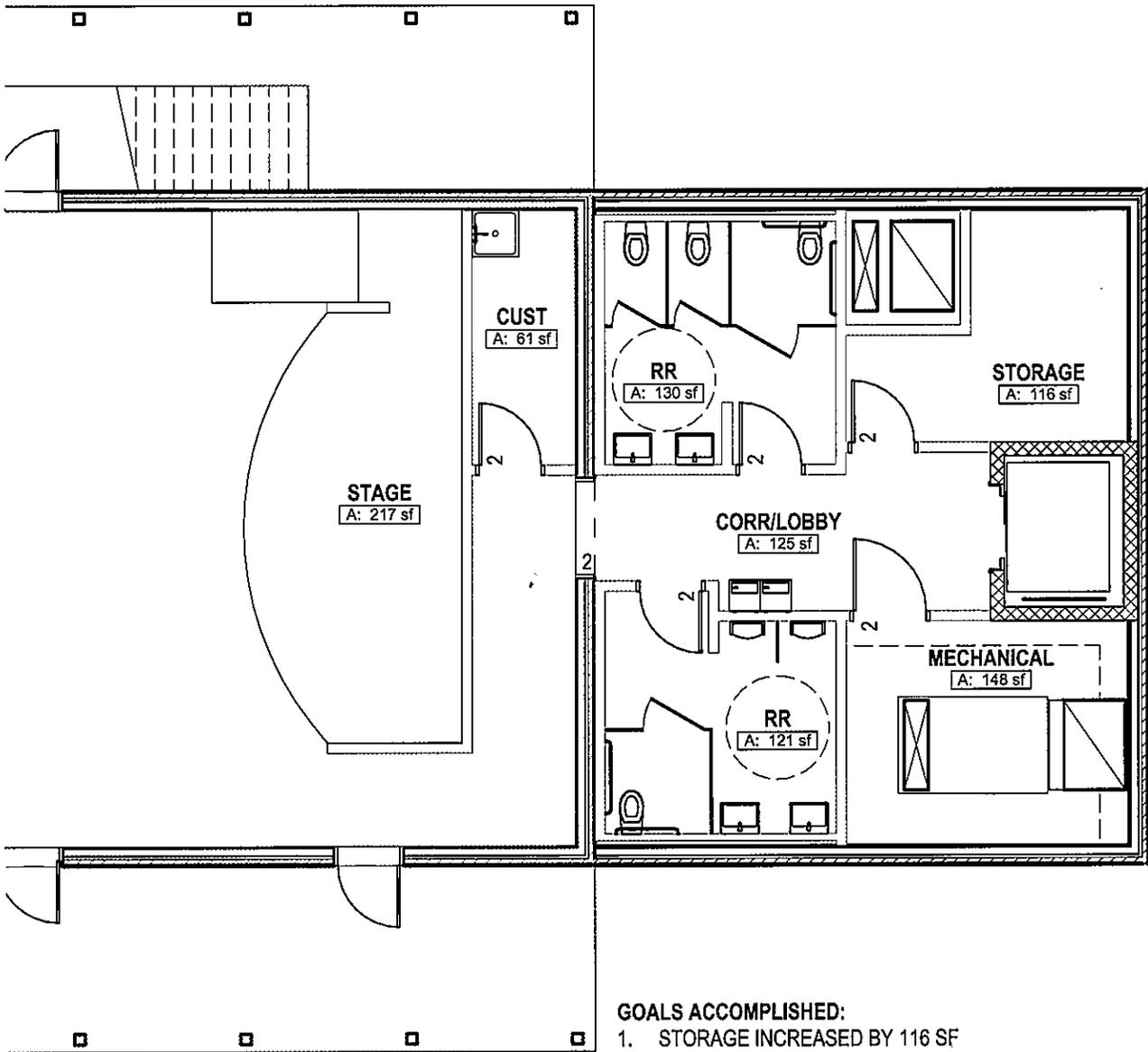


**ADDITION:**  
2 STORY  
1,740 SQUARE FEET

**RENOVATION:**  
1,470 SQUARE FEET

- 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 HAVC AND DUCTWORK
  7. LIGHTING UPGRADE
  8. WATER HEATER UPGRADE

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



## 2 UPPER 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 HAVC AND DUCTWORK
7. LIGHTING UPGRADE
8. HC RAMP TO STAGE
9. ADDED CUSTODIAL CLOSET ON UPPER FLOOR

**THIS PAGE INTENTIONALLY LEFT BLANK**



City Manager

ITEM NO. 7.2

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

---

---

**Subject:**

Discussion and possible action regarding award of Design/Build Contract with SPA Skateparks for design and construction of a Skatepark in Campbell Park.

Requested By: Finley deGraffenried, City Manager

Submitted By: Finley deGraffenried, City Manager

Date Submitted: September 30, 2021

For the Agenda of: October 11, 2021

**Procurement and Funding Statement:**

Attachments: Proposed Design-Build Agreement

---

---

**Summary Statement:**

The attached agreement outlines the steps, and costs, in the Design-Build process for the Campbell Park Skate Park. The design and budget process are outlined in two steps to be concluded with input of the City and Stakeholders. At each step of the process the City may terminate the agreement, if conditions, design or cost can not be agreed to. The Agreement has been reviewed, and modified, by Staff and Legal Counsel prior to placement on the agenda for Council consideration. Milestones in the contract include approval of conceptual design, and development with input from the City and public, including renderings, base plan, drawings, and preliminary cost estimate. The City will be obligated to pay \$18,000.00 upon completion of this task. Upon acceptance of the design drawings, SPA will prepare construction documents including a layout plan, drainage plan, construction details and other plans and specifications as may be required. Upon approval of the plans and specifications, the City will be obligated to pay SPA Skateparks \$12,000.00. Construction will commence upon agreement by the City to budget for the project and Notice to Proceed by the City.

**Recommendation:**

To consider a motion to approve the proposed design-build agreement as discussed during workshop and allow City Manager to execute any related documents.

**DESIGN/BUILD AGREEMENT BETWEEN CITY OF LAMPASAS, TEXAS  
AND TRANSCEND, INC. D/B/A SPA SKATEPARKS**

THIS AGREEMENT BETWEEN CITY OF LAMPASAS AND TRANSCEND, INC. D/B/A SPA SKATEPARKS (this "Agreement") is made and entered into effective as of the --th day of -- 2021, and between CITY OF LAMPASAS, TEXAS, (the "CITY" or "OWNER"), and TRANSCEND, INC. D/B/A SPA SKATEPARKS (the "CONTRACTOR").

WITNESSETH:

A The CITY owns certain real property, with improvements situated thereon, located at 501 East North Ave. Lampasas, TX 76550 and known locally as Campbell Park (the "Property").

B The City desires to have certain improvements constructed on the Property (the "Project") consisting of the new City of Lampasas Campbell Park Skatepark (the "Skatepark"), which Project shall include the design and creation of a paved skateboard incorporating a paved bowl and/or other street style skating elements (the "Improvements"). All such Improvements are to be designed and constructed in accordance with the Plans and Specifications hereinafter described.

C Contractor desires to serve as the original (i.e., general) contractor for the aforementioned Project for purposes of furnishing the necessary design, site plans, labor and materials (collectively, the "Work,") as more specifically detailed in the 'Scope of Work and Budget', which scope and costs are detailed in the attached Exhibit "A," that is incorporated herein by reference for all purposes. The Scope of Work and Budget shall be utilized in the construction of the Improvements and Contractor shall, subject to and in accordance with the terms and provisions of this Agreement, supervise the design and construction of, purchase the materials for and furnish the equipment necessary to timely complete the Project, in accordance with same, unless otherwise amended, in writing, with the agreement of the City.

**NOW, THEREFORE,** for and in consideration of the responsibilities and the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the City and Contractor hereby agree as follows:

1 Development of the Project's Conceptual Master Plan Design. Contractor shall prepare a draft Master Plan for the Project which it agrees to promptly revise to the satisfaction of the City, after receiving input from the City and public, which input shall be utilized by the Contractor to develop the Project's conceptual Master Plan design. This portion of the Contractor's Work on the Project shall include preparation of a base plan, preparation of illustrative drawings and computer renderings thereof, development and presentation to the City of a 'preliminary cost estimate' and, preparation of a final conceptual design (collectively, the "Design Drawings and Preliminary Cost Estimate"). After Contractor completes and presents to the City the final "Design Drawings and Preliminary Cost Estimate, as outlined in this subsection, the City shall be obligated to remit payment to the Contractor in a total amount of eighteen thousand dollars (\$18,000), as agreed to by the parties. If, at this stage of the Work, the City and

Contractor cannot agree on *either* the final conceptual Master Plan design or an acceptable Preliminary Cost Estimate (e.g., on that is within the City’s budget for the Project) the City may elect to terminate this Agreement without future liability to Contractor or its subcontractors or materialmen and free of further responsibilities or obligations to Contractor under the Agreement.. (“Early Termination”) However, if at the time of Early Termination the Contractor has satisfactorily completed the final “Design Drawing and Preliminary Cost Estimate” stage of its Work, the City shall be obligated, to remit payment to the Contractor for the ‘Conceptual Design and Development’ costs of a total of \$18,000.00. - [Approximately every four \(4\) weeks during the progress of the Project’s Conceptual Master Plan Design phase, Contractor will submit to the City an application for payment covering the portion of the Work performed.](#)

2 Plans and Specifications. Promptly upon acceptance and written approval of the Design Drawings ng by the City, Contractor shall prepare all necessary construction documents for the Project, including a layout plan, a drainage plan, construction details, a final project budget, and such other plans or specifications as may be required for the Project, consistent with the Master Plan Design Drawings (collectively, the “Plans and Specifications”). Upon acceptance and written approval of the Plans and Specifications by the City, the City shall pay Contractor the total of twelve thousand dollars (\$12,000). [Approximately every four \(4\) weeks during the progress of the Project’s Plans and Specifications phase, Contractor will submit to the City an application for payment covering the portion of the Work performed.](#)

3 Subcontractors. All portions of the Work not performed directly by Contractor or Contractor’s employees shall be performed under subcontracts between the Contractor and the subcontractors, and such portions of the Work that shall be subject to, and will conform to, the requirements of this Agreement and the other Contract Documents. Promptly after acceptance and written approval of the Plans and Specifications by the City, Contractor shall furnish to the City a written list identifying all subcontractors Contractor proposes to use for the Work to be performed hereunder, if any. The Contractor shall assume the obligation to hire, contract with, pay, control the work performed by, and accept all liability for subcontractors and their performance, if any.

4 Construction Work: Utilities for the Work Provided by City. Contractor shall, in a good and workmanlike manner and in accordance with this Agreement, prosecute and perform the Work necessary to construct the Improvements described in and reflected on the Plans and Specifications. Contractor understands and acknowledges that the City is entering into this Agreement in reliance upon Contractor’s special skill and abilities in performing the Work detailed and required herein. Contractor has visited the Project site and immediately adjacent areas and has become familiar with the local conditions under which the Work is to be performed. Contractor shall supervise and direct the Work to be performed in connection with the construction of the Improvements upon the Property and the completion of the Project using Contractor’s best efforts, skill, judgment, abilities and attention, and Contractor shall be solely responsible for all fabrication, shipment, delivery and installation means, methods, techniques, sequences and procedures, and for coordinating and implementing all portions of the Work to be performed under this Agreement, including responsibility for providing all materials, labor and supervision for the Project. The Parties agree that the City will furnish Contractor access to temporary water and electricity service to be located within 150 feet of the Work. Contractor will utilize the temporary water and electricity service provided by the City free of charge and solely for the benefit of the

Work. Contractor will cooperate with the City and any of the City's separate or other contractors or laborers whose work might interfere with the Work to be performed by Contractor hereunder, and Contractor shall, as requested by the City, participate in the preparation of coordinated plans and schedules to alleviate any such interference or congestion related to the Contractor's use of the temporary water and electricity service provided to the Contractor for the Project. Contractor shall provide and pay for all labor, materials, equipment, tools, machinery, transportation, storage and other facilities, utilities (except those provided by the City at no expense) and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Project. Contractor shall at all times enforce strict discipline and good order among Contractor's employees and subcontractors and shall not employ or subcontract for the Project any unfit person or entity or anyone not skilled in the task assigned to them. Contractor will clean up and haul away all debris resulting from the performance of the Work hereunder and will at all times keep and leave the Project in as clean and orderly condition as the circumstances will permit. All materials, equipment, furnishings and fixtures incorporated in the Work will be new unless otherwise specified, and all Work to be performed hereunder will be of a good quality, free from faults and defects, and in conformance with the provisions of this Agreement, the Plans and Specifications and any other written instrument or document approved by the City and Contractor in writing and relating to the performance and prosecution of the Work in connection with the Project. (This Agreement, the exhibits attached hereto, the Plans and Specifications, the Budget and such other written instruments or documents, if any, approved by the City and Contractor in writing and relating to the performance and prosecution of the Work in connection with the Project are sometimes hereinafter referred to collectively as the "Contract Documents".)

5 Adequate Safety Precautions; Hazardous Substances; Differing Site Conditions

a Adequate Safety Precautions. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of its obligations pursuant to this Agreement. Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to: (a) employees/personnel present at the Project and other persons who may be affected thereby; (b) the Work and all materials and equipment to be incorporated therein, whether in storage on or off the Project site; and (c) all other property at the Project site or adjacent thereto, such as trees, shrubs, walkways, pavement, driveways, streets and utilities not designated for removal, relocation or replacement during the course of construction. Contractor shall erect and maintain, as may be dictated by the conditions surrounding the performance of the Work, reasonable safeguards for the safety and protection of all persons and property, including, without limitation, posting danger signs and warnings against potential hazards, promulgating safety regulations, and installing and maintaining safety and silt fencing around the perimeter of the Project site, if necessary. If and to the extent any hazardous materials or equipment or other unusual methods become necessary for the execution of the Work, Contractor shall exercise utmost care and carry on such activities under the supervision of properly qualified personnel. Owner shall be responsible for regulating access to the Property, and for excluding Owner's guests, employees and the public from the Property during the period when the Work is being performed, provided that Contractor shall cooperate with such efforts.

b Hazardous Substances. In the event Contractor encounters on the Property any Hazardous Substances (defined below) that Contractor knows, or reasonably believes, to be a Hazardous Substance which has not been rendered harmless, Contractor shall immediately stop Work in the affected area, report the condition to Owner in writing, and, if required by the applicable Legal Requirements, report the condition to all government or quasi-government entities with jurisdiction over the Project or Property. The Work in the affected area shall thereafter be resumed in the absence of a Hazardous Substance, or when it has been rendered harmless by Owner or, if reasonably disputed, by written agreement of Owner and Contractor. Contractor will not be required to perform, without Contractor's consent, any Work relating to Hazardous Substances existing on the Property and not placed on the Property by Contractor, a Subcontractor, or any other person or party acting by, through, at the direction of, or under the authority of any of them (an "Owner Hazardous Substance"). Contractor will be entitled, in accordance with the Agreement, or as mutually agreed by Owner and Contractor, to an adjustment in the Contract Price and/or Contract Times to the extent Contractor's cost and/or time of performance have been adversely impacted by the presence of Hazardous Substances. To the fullest extent permitted by law, Owner shall indemnify, defend and hold harmless Contractor, Subcontractors, anyone employed directly or indirectly by any of them, and their officers, directors, employees and agents (collectively, the "Contractor Indemnitees") from and against any and all claims, losses, damages, liabilities and expenses, including reasonable attorneys' fees and expenses, arising out of or resulting from the performance of the Work in the affected area if, in fact, the material is an Owner Hazardous Substance, and provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including loss of use resulting therefrom, but not if caused by the negligent acts or omissions of Contractor, anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless Owner, its officers, directors, employees, agents, consultants, and representatives (collectively, the "Owner Indemnitees") from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from any Hazardous Substance provided by, through, or under Contractor ("Contractor Hazardous Substances"), provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property including loss of use resulting therefrom, but not if caused by the negligent acts or omissions of Owner, anyone directly or indirectly employed by Owner or anyone for whose acts Owner may be liable. "Hazardous Substances" are defined as (a) any "hazardous waste" or "regulated substance" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et seq.), as amended from time to time, and regulations promulgated thereunder; (b) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601 et seq.) ("CERCLA"), as amended from time to time, and regulations promulgated thereunder; (c) any "toxic substance" as defined by the Toxic Substance Control Act (15 U.S.C. Section 2601 et seq.), Texas Water Quality Act (Tex. Water Code Ann. Sections 26.001-225), Texas Solid Waste Disposal Act (Tex. Rev. Civ. Stat. Ann. art. 4477-7), Texas Clear Air Act (Tex. Rev. Civ. Stat. Ann. art. 4477-5), and Texas Hazardous Substance and Spill Prevention and Control Act (Tex. Water Code Ann.

Sections 26.261-268), as amended from time to time, and any regulations promulgated thereunder; (d) asbestos or “asbestos containing materials” defined in the National Emissions Standards for Asbestos (40 C.F.R. Section 61.140 et seq.); (e) polychlorinated biphenyls; (f) underground storage tanks, whether empty, filled or partially filled with any substance; (g) any substance the presence of which on the Site is prohibited by any governmental requirements; and (h) any other substance which is deemed to be hazardous under applicable Legal Requirements or which by any governmental requirements requires special handling or notification of any federal, state or local governmental entity in its collection, storage, transportation, treatment or disposal.

c Differing Site Conditions. Concealed or latent physical conditions or subsurface conditions at the Property that (i) materially differ from the conditions indicated in the Contract Documents, or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work are collectively referred to herein as “Differing Site Conditions.” If Contractor encounters a Differing Site Condition, Contractor will be entitled to a proportionally reasonable adjustment in the Contract Price and/or Contract Times to the extent Contractor’s cost and/or time of performance are adversely impacted by the Differing Site Condition. Upon encountering a Differing Site Condition, Contractor shall provide prompt written notice to Owner of such condition, which notice shall not be later than fourteen (14) days after such condition has been encountered. Contractor shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

6 Commencement and Completion of Work; Mobilization Fee. Contractor shall commence the construction portion of Work promptly upon receiving a Notice to Proceed from the City, which notice shall be given only upon the City’s approval of the Plans and Specifications, and Budget for the Project, it being understood that the City shall not unreasonably withhold the Notice to Proceed. After completion of Plans and Specifications as described in Section 2 above and included with the Contractor’s first payment application for construction, the City shall pay to Contractor a Mobilization Fee in an amount equal to ten percent (10%) of the total Budget for the Work. At Contractor’s sole risk, Contractor may commence preparing for the Work at the Property prior to receiving the Notice to Proceed, subject to the terms of this Agreement, provided that no such Work preparation shall occur at the Property unless pursuant to written instructions from the City to Contractor. The City will obtain any required permits and licenses prior to commencement of construction, with the Contractor’s reasonable assistance, if requested. Contractor will, from and after the date on which construction commences, diligently and continuously perform and prosecute the Work to its completion in accordance with the Contract Documents, and shall use its best efforts to achieve final completion of the entire Project within three hundred and sixty five (365) days after Contractor’s receipt of the City’s Notice to Proceed for Construction phase (such date of required completion being referred to herein as the “Scheduled Completion Date”). The City’s issuance of a notice to proceed for construction and the Contractor’s construction start date will be coordinated and determined by both parties at a preconstruction meeting. Notwithstanding any provision contained herein which could be construed to the contrary, final Completion (herein so called) of the Project shall not be deemed to have occurred until and unless (a) construction thereof is sufficiently complete so that the Project

may be used by the City for its intended purpose, subject only to minor “punch list”-type items, (b) all required permits, licenses, certificates of compliance, certificates of occupancy and other approvals from the applicable governmental authorities exercising jurisdiction over the Project shall have been issued, (c) all utilities necessary to service the Improvements, if included as part of Contractor’s Work, have been connected and are available for immediate use, and (d) the City shall have conducted an inspection of the Project, shall have reasonably approved of same, and shall have reasonably determined that all Work has been completed substantially in compliance with the Contract Documents, subject only to completion of punch-list items. Within ten (10) days of notice from Contractor that Completion has occurred, the City and Contractor shall inspect the Work for purposes of creating a list of punch-list items. Upon Completion of the Project, if requested by the City, Contractor shall join with the City in the execution of an Affidavit of Completion (herein so called) or similar instrument evidencing Completion of the Project; provided, however, that any failure or refusal on the part of Contractor to execute such Affidavit of Completion upon Completion of the Project shall not prejudice the right of the City to unilaterally execute such Affidavit of Completion and cause the same to immediately be filed of record in Lampasas County.

7 Liquidated Damages. If the Contractor has not completed the Work by the Scheduled Completion Date as required by the Contract Documents, then liquidated damages payable by the Contractor to the Owner shall accrue in the amount of two hundred dollars (\$200.00) per business day until the Contractor achieves completion of the Work, unless progress of Work has been impacted partially or wholly by parties outside of Contractor’s control. The Owner and Contractor agree that actual delay damages would be difficult to determine and that the liquidated damages set forth herein are a reasonable measure of delay damages and are not a penalty. [Please insert a Liquidated Damages provision if construction not completed by “Scheduled Completion Date.”]

8 Force Majeure/Contractor Delay. At Contractor’s sole discretion, Contractor shall be excused from performance entirely or in part, or for the period of any delay in performance of any obligations hereunder, when it is prevented from doing so by the wrongful or negligent acts or omissions of the City or by causes beyond either party’s control, which shall include, pandemic related delays, all labor disputes, civil disturbance, war, warlike operations, invasions, rebellion, hostilities, military or usurped power, sabotage, governmental orders, regulations or controls, fires or other casualties, adverse weather conditions, inability to obtain any material or service, or acts of God.

9 Contractor’s Fee. For and in consideration of the faithful performance of this Contract in accordance with all terms herein contained, the City agrees to pay the total cost of the Work as set forth in the Budget not to exceed three hundred thousand dollars (\$300,000.00), unless agreed to in writing by both parties, and as noted in the final Construction Plans and Specifications , inclusive of the specific payments made after completion of early stages of the Work to Contractor, as provided above: (“Contractor Fee”). Such Contractor Fee will be paid by the City to Contractor as the Work progresses as described in Paragraph 10 below. Contractor shall be entitled to no other compensation for the Work to be performed hereunder, and Contractor expressly covenants and agrees that all expenses incurred by Contractor in the conduct of its activities and the performance of its obligations and services hereunder shall be borne exclusively

by Contractor (even if at variance with the Budget), and Contractor shall be solely responsible for the payment of same. Contractor understands and agrees that Contractor, as a design build contractor pursuant to the terms of this Agreement, shall not be entitled to any benefits, fees, or claims for same not expressly specified in this Agreement.

10 Changes in the Work. No change, modification, addition, deletion or other revision to the Work and/or the Contract Documents in furtherance of the Project shall be valid, binding or effective unless a written change order approved by the City and signed by the City and Contractor shall authorize the same. In the event of any such written change order approved by the City and signed by the City and Contractor, the value of the labor or materials, or both, added or omitted from the Work to be performed in furtherance of the Project shall be computed and determined by Contractor, subject to the written approval and acceptance by the City, and the amount so determined shall be added to or deducted from the Budget. Contractor shall have no claim for additional work performed by Contractor unless such work has been done pursuant to a written change order approved by and signed by the City and Contractor. If, as the result of any valid change order effected pursuant to the provisions of this Paragraph 9, the applicable changes in the Work may reasonably be expected to delay Contractor in achieving Completion of the Project, the City and Contractor may agree and stipulate in the written change order itself that the Scheduled Completion Date will be extended by the appropriate number of days corresponding to the anticipated delay. However, absent any such stipulation in the change order serving to extend the Scheduled Completion Date, the Scheduled Completion Date shall not be deemed to be extended and Contractor will be expected to achieve Completion of the Project (including those portions of the Work covered by the change order) on or prior to the Scheduled Completion Date.

11 Progress Payments. All payments to Contractor hereunder shall be made on a work-in-place basis following inspection and approval by the City, such approval not to be unreasonably withheld. Approximately every four (4) weeks during the progress of construction, Contractor will submit to the City an application for payment (referred to herein as an "Application for Payment") covering the portion of the Work performed (and materials used) for which payment has not been previously made. Each such Application for Payment shall be in form and substance reasonably satisfactory to the City and shall include, without limitation, (a) the amount due for the Work performed for which Contractor is requesting payment, (b) a reasonably detailed breakdown and itemization of such Work and the amount due, (c) the percentage of completion of the Work performed, (d) the sum of all prior payments made from the City to Contractor hereunder, and (e) such other information and attachments as shall be reasonably required by the City for purposes of evaluating the Work performed for which Contractor is requesting payment. At the time Contractor submits an Application for Payment to the City, if requested by the City, Contractor will also provide to the City true, correct and legible copies of all invoices and bills for labor and materials incorporated in the Work and which are to be paid from the proceeds of the payment to be made by the City at such time. Within seven (7) calendar days following the timely submission of an Application for Payment by Contractor to the City, the City shall provide notice to Contractor stating either: (1) that the Application for Payment as submitted by Contractor has been approved by the City, or (2) that payment will be withheld until Contractor shall perform such corrective measures as shall reasonably be specified by the City to ensure that the Work performed for which payment is to be made conforms in all substantive respects to the Contract Documents. Within thirty (30) days following the City's receipt of the Application for Payment or, as applicable,

within thirty (30) days after Contractor's completion of such corrective measures as shall have been reasonably identified by the City as aforesaid, and subject to the other provisions of this Agreement, the City shall make payment to Contractor.

12 Effect of Application for Payment. Each Application for Payment made from Contractor to the City hereunder shall be deemed a representation and warranty by Contractor to the City that, as of the date of such Application for Payment: (a) there exists no Event of Default (as hereinafter defined) and no event or condition that, with notice or lapse of time, or both, would constitute an Event of Default; (b) there has been no material variance from the Contract Documents with respect to the Work performed through the date of such Application for Payment, and (c) all Work performed in furtherance of the construction of the Improvements at the then current state of construction has been done in a good and workmanlike manner, and all materials, equipment, furnishings and fixtures usually furnished and installed at such time have been so furnished and installed in a good and workmanlike manner.

13 Retainage. During the period in which the Work is being performed and for thirty (30) days thereafter, the City shall retain five percent (5%) of the amounts paid by the City under Paragraph 8 above (the "Retainage"), however, not including amounts related to professional (design) services such as those listed in Sections 1 and 2 above. Subject to the provisions of this Agreement, such Retainage as aforesaid will be advanced to Contractor as the final payment hereunder upon the later of: (i) the expiration of thirty-one (31) days following Substantial Completion of the Project, or (ii) Contractor's completion of the punch-list items referred to in Paragraph 6 above.

14 Withholding of Payments. Notwithstanding any provision contained herein which could be construed to the contrary, the City shall not be obligated to make any payment to Contractor hereunder (whether a progress payment or the final payment) if any one or more of the following conditions exist:

a An Event of Default, or any event or condition which, with notice or lapse of time, or both, would constitute an Event of Default by Contractor, has occurred;

15 Inspection by the City. The City shall have the right, but not the obligation, at any time and from time to time during construction of the Improvements to inspect the progress of the Work and to ensure that the same is being prosecuted and performed fully in accordance with the Contract Documents; provided, however, no inspection made by the City shall relieve Contractor of any of its obligations hereunder, including, without limitation, Contractor's obligations to correct defects in the Work and to provide the warranties set forth in this Agreement. In addition, the City, at its own expense, shall have the right, but not the obligation, to appoint a person or firm with architectural and/or engineering expertise (for convenience, referred to herein as the "The City's Architect") to observe, inspect, monitor and test the Work performed hereunder and the progress of construction at the Project. Contractor covenants and agrees that the City's Architect shall be permitted to visit and be on the Project from time to time for such purposes and Contractor shall use its best efforts to cooperate fully with the City's Architect in the performance of its duties and to supply the City's Architect with such materials and information as the City's Architect may reasonably request for such purposes.

16 Correction of Work. All Work not conforming to the requirements of the Contract Documents, or portions of the Work that is rejected by any governmental authority, will be considered defective. Contractor shall promptly correct defects in the Work, whether observed before or after final completion of the Project and whether or not fabricated, installed or completed. Contractor shall bear all costs and expenses of correcting defective Work. The City may correct any defective Work: (a) which Contractor does not undertake to correct within ten (10) days following written notice from the City to Contractor of the need for such correction and which Contractor thereafter fails to continue to correct with due diligence, or (b) without notice of defect to Contractor by the City, in the case of an emergency. In the event the City undertakes to correct defects in the Work as aforesaid, Contractor shall reimburse the City for all costs and expenses reasonably incurred in connection therewith promptly on demand, supported by reasonable documentation of such costs and expenses. The provisions of this paragraph will apply to Work done or furnished by Contractor or its employees. If the City, in its sole and absolute discretion and without any obligation to do so, knowingly elects to accept Work which is defective, then the City may do so instead of requiring its correction, in which case the Contractor's Fee, payable to Contractor under Paragraph 8 above, will be reduced as appropriate and equitable. Such adjustment shall be made by the City whether or not final payment has been made to Contractor hereunder.

17 No Liens. The Parties agree and acknowledge that the Project is a public project. So long as the City makes payments in accordance with the terms hereof, Contractor shall not voluntarily file, permit to be filed by its contractors, laborers or subcontractors, or otherwise impose, any mechanic's, materialman's, laborer's or other similar lien or encumbrance on any portion of the Project or the Property. If any such lien, encumbrance or claim thereof is filed or otherwise imposed, Contractor shall, immediately on request, and at no cost, charge or expense to the City, cause the same to be released, canceled and discharged of record. If any such lien, encumbrance or claim thereof is filed or otherwise imposed, and if Contractor shall not cause such lien, encumbrance or claim to be released, canceled and discharged promptly (and in no event later than thirty (30) days following written notice from the City requesting Contractor to do so), and the existence of such lien, encumbrance or claim has resulted in or will soon result in a material adverse effect on the City or the City's business, the City shall have the right to pay all sums reasonably necessary to obtain such release, cancellation and discharge and the cost thereof shall be reimbursed to the City from Contractor on demand. Contractor shall defend, indemnify and hold harmless the City and the Project (including the Property and all improvements thereon) from and against any and all claims, losses, demands, causes of action or suits of whatever nature arising out of any such lien, encumbrance or claim thereof. Notwithstanding any provision contained herein which could be construed to the contrary, the City shall in no event be required to make payments to Contractor hereunder at any time when any such lien, encumbrance or claim thereof shall be outstanding. Additionally, the City may withhold from any payment due to Contractor hereunder such amounts as are necessary to pay any and all claims for which the City has received notice (for convenience, a "Claim Notice") from any person or party providing labor and/or materials, including, without limitation, specially fabricated materials, used in the construction of the Improvements on the Project, and the City may pay such claims directly to such persons or parties as shall have provided the City with the Claim Notice. Any amounts so withheld shall be in addition to any Retainage withheld from any payment due Contractor hereunder and may be

retained by the City until such time as a release of such claim described in the Claim Notice is received by the City from the claimant in form and substance acceptable to the City.

18 Contractor's Representative. Yann Curtis ("Curtis") is hereby designated as the person in charge of the Work to be performed by Contractor under this Agreement. Curtis will participate in and will at all times be completely familiar with the performance by Contractor of the Work hereunder and will serve as the Contractor's point of contact between the City and Contractor.

19 Communications with the City. As to any matter on which the City's input shall be required hereunder, Contractor shall provide the City with all necessary materials and information from which the City may formulate its input and thereafter provide the City with a reasonable opportunity to respond. Upon request by the City, Contractor shall prepare and distribute minutes of all meetings and conferences held with the City to the participants of such meetings and conferences indicating Contractor's interpretation of the decisions reached and actions to be taken resulting therefrom.

20 Ownership of Documents and Drawings. All drawings, models, renderings, together with any other documents or information prepared by Contractor specifically for the City in connection with the Project ("Documents and Drawings"), shall be the sole property of the City, provided, however, that such materials are not intended or represented to be suitable for partial use, or reuse by the City or others. Any modifications or reuse without prior verification or adaptation by the Contractor for the specific purpose intended will be at the City's sole risk and without liability to the Contractor. Documents and Drawings shall not be used by the City on extensions of this project or on any other project other than the Project unless expressly so authorized in writing by the Contractor. In the event of a termination of this Agreement for any reason, Contractor will promptly deliver to the City the originals of all drawings, models and renderings prepared up to the date of termination.

21 Bonds. Contractor shall provide performance and payment bonds in an amount sufficient to comply with Texas regulations and laws applicable to public projects executed with a surety company authorized to do business in the State of Texas, identifying the City as the Obligee and Principal for the Project. These bonds will not provide coverage for the portion of the design-build contract that includes design services only. These bonds will be provided at time of Notice to Proceed for the construction phase of work.

22 Insurance. Contractor shall, at its sole cost and expense (subject to Paragraph 3 above), maintain in force and effect comprehensive commercial liability insurance for protection from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from Contractor's obligations under this Agreement. Such policy of insurance shall: (i) identify and name the City as an additional insured(or equivalent verbiage); (ii) contain clauses waiving the insurer's rights of subrogation against the City, (iii) a provision requiring written notice to the City in the event of change or cancellation of the insurance policies held by Contractor during the term of Contractor's Work on the Project; and (iv) (except as expressly provided otherwise herein) be in the following minimum coverage amounts: bodily injury coverage shall be in an amount not less than \$1,000,000.00 per occurrence, and property

damage coverage shall be in an amount not less than \$1,000,000.00 per occurrence. If not already provided to the City, a certificate of insurance evidencing such coverages must be furnished to the City concurrently with the execution of this Agreement, and in all events before Contractor commences the Work. Such certificate of insurance shall specify the additional insured status of the City mentioned above as well as the waivers of subrogation.

23 Warranties Concerning Improvements. Contractor warrants and represents to the City that the Work performed in connection with the construction of the Improvements shall be done in a timely, good and workmanlike manner and substantially in accordance with the Contract Documents. Contractor covenants and warrants that title to all work, materials and equipment incorporated in the Work will pass to the City free and clear of all liens, claims, security interests or encumbrances. In addition, Contractor will obtain and provide, for the benefit of the City and its assigns, all customary warranties and guarantees in regard to any materials, equipment, furnishings and fixtures incorporated in the Work, said guarantees expressly expiring after one (1) year from Substantial Completion. The duties, liabilities and obligations under this section do not extend to any repairs, adjustments, alterations, replacements or maintenance which may be required as a result of normal wear and tear in the operation of the Skatepark, normal degradation in the performance of equipment, improper operation of equipment, Owners negligence, acts of God or third parties.

24 Compliance with Laws; Payment of Taxes. Contractor warrants and represents to the City that the Project and all Work to be performed in connection therewith and in furtherance thereof shall conform to all applicable federal, state and/or local or municipal laws, rules, regulations, codes and ordinances and with those of any other governmental or quasi-governmental body having jurisdiction over the Project, or any portion thereof. Contractor shall review both the draft and final Plans and Specifications for the Project and shall certify to the City that it is satisfied that they do not call for construction that would violate such laws, rules, etc. Contractor will pay all employment, social security and other taxes imposed upon it as an employer and design build contractor, pursuant to this contract, in connection with its performance of this Agreement and will furnish evidence, when requested by the City, showing that payment of all such taxes has been made. Contractor shall pay timely when due all local, state and federal taxes in connection with the Work to be performed hereunder and Contractor's business operations generally.

25 Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the City, and its agents, employees and representatives, from and against any and all claims, causes of action, damages, losses and expenses of any nature whatsoever, including, without limitation, court costs, attorneys' fees and related legal expenses, arising out of or resulting from any material defects in the Work or any negligence in the performance of the Work hereunder or occurring in connection therewith. Without limiting the generality of the preceding sentence, Contractor understands and acknowledges that the indemnity provided pursuant to this paragraph shall extend to and cover, and Contractor shall accordingly defend, indemnify and hold harmless the City, its agents, officers, employees and representatives, from and against, any and all claims, causes of action, damages, losses and expenses of any nature whatsoever brought or asserted by any person or party whomsoever (including, without limitation, any third party purchaser of the Project) arising out of or resulting from Contractor's acts or omissions in performance for the City of the terms of this Agreement or defects in the Work. Such

obligations of indemnity on the part of Contractor hereunder shall survive the expiration or any termination of this Agreement.

26 Default by The City and Contractor's Remedies. If the City fails to make payment to Contractor hereunder for a period of ten (10) days after the date on which such payment became due pursuant to the provisions hereof, and no valid dispute between the parties related to the Work exists, Contractor may, upon seven (7) additional days' written notice to the City, in addition to any other remedies which may be available to Contractor: (a) bring a suit at law against the City for recovery of sums due Contractor, and/or (b) discontinue the performance of the Work hereunder until such time as the appropriate payment is received by Contractor. All payments not made timely hereunder shall bear interest, without the necessity of demand or presentment, which are hereby waived, from the date due at the greater rate of either: (i) eight percent (8%) per annum; or (ii) the maximum interest allowed in accordance with the Texas Prompt Payment Act. No waiver by Contractor of any of its rights or remedies hereunder shall be considered a waiver of any other or subsequent right or remedy of Contractor, and no delay or omission in the exercise or enforcement by Contractor of any rights or remedies shall ever be construed as a waiver of any right or remedy of Contractor.

27 Default by Contractor. Any one or more of the following shall constitute an event of default ("Event of Default") by Contractor hereunder:

a The breach by Contractor of any warranty or representation contained herein;

b The failure of Contractor to perform or observe any term, provision, covenant, agreement or condition contained herein or in any of the other Contract Documents and the continuance of such failure for seven (7) days following written notice thereof from the City to Contractor, except that if the nature or extent of the particular failure on the part of Contractor is such that, by its nature, cannot be cured, the City shall not be required to give Contractor notice of such failure, and such failure shall constitute an Event of Default, immediately upon its occurrence, with no further notice or action required by the City;

c The insolvency of Contractor;

d The appointment of a receiver of Contractor, or of all or any substantial part of its property, and the failure of such receiver to be discharged within thirty (30) days thereafter;

e The admission by Contractor in writing of its inability to pay its debts, generally, as they become due;

f The execution by Contractor of an assignment for the benefit of its creditors;

g The filing by or against Contractor of a petition to be adjudged a bankrupt, or a petition or answer seeking reorganization or admitting the material

allegations of a petition filed against it in any bankruptcy or reorganization proceeding, or the act of Contractor in instituting or voluntarily being or becoming a party to any other judicial proceeding intended to effect a discharge of the debts of Contractor, in whole or in part, or a postponement of the maturity or the collection thereof, or a suspension of any other rights or powers granted to the City herein or in any other documents executed in connection herewith;

h The failure of Contractor to pay any money judgment against it before the expiration of thirty (30) days after such judgment becomes final and no longer appealable;

i The failure of any attachment, sequestration or similar proceeding against any of Contractor's property to remain undischarged or unbonded by Contractor, or undismitted, for a period of thirty (30) days after the commencement thereof; or

j Credible/reliable notice to the City of criminal acts or omissions on the part of the Contractor or the key employees of the Contractor for the Project.

28 The City's Remedies. Without limitation of the right of the City to all remedies available to the City as otherwise provided herein, at law and/or in equity, upon the occurrence of an Event of Default, the City, at its option, without any further notice or demand whatsoever, which are hereby waived, may perform such acts or expend such sums as shall be reasonably necessary to remedy any such Event of Default and may deduct the cost thereof from payments then or thereafter due Contractor hereunder. Upon the occurrence of an Event of Default, at the City's option, and without prejudice to any other remedy the City may have, the City may terminate this Agreement, without penalty or liability and may finish the Work by whatever method the City may deem expedient, and to the extent the costs thereof shall reasonably exceed those which would have otherwise become due to Contractor hereunder had Contractor timely and properly performed its obligations under this Agreement, Contractor shall pay and reimburse the City on demand for such costs, together with interest thereon calculated at the lesser of (i) the rate of interest in accordance with the Texas Prompt Payment Act or (ii) eight percent (8%) per annum. All rights and remedies of the City hereunder are cumulative of each other and of every other right or remedy which the City may otherwise have at law or in equity, and the exercise of one or more rights or remedies by the City shall not prejudice or impair the concurrent or subsequent exercise of other rights or remedies. No waiver by the City of any of its rights or remedies hereunder shall be considered a waiver of any other or subsequent right or remedy of the City, and no delay or omission in the exercise or enforcement by the City of any rights or remedies shall ever be construed as a waiver of any right or remedy of the City.

29 Collection Rights. With respect to any sums or charges which may become due from one party to the other pursuant to the provisions of this Agreement, the party to whom such sums are due shall have all rights and remedies available at law or in equity to collect such sums or charges, including, without limitation, the right to set off any such sums or charges against payments becoming due to the other party hereunder.

30 Termination by the City. Notwithstanding any provision contained in this Agreement which could be construed to the contrary or in conflict herewith, and irrespective of

whether there shall have occurred an Event of Default, the City may terminate this Agreement at any time effective upon fifteen (15) days' written notice to Contractor of such termination, whereupon neither party shall have any further liability or obligation to the other hereunder, except as otherwise expressly provided herein. In the event of any such termination by the City pursuant to this provision, Contractor shall be entitled to be paid for the Work performed by it hereunder as of the date of termination (including Contractor's Fee hereunder earned as of such date), together with Contractor's actual, documented and provable costs and/or losses with respect to materials, equipment, tools and storage, including profit and overhead, mobilization, demobilization and if there is no Event of Default, including clearly documented and proven lost opportunity costs. In the event the City and Contractor are unable to agree upon the amount to be paid as a result of any such termination within ten (10) days after termination, the City and Contractor shall jointly obtain, at the City's own expense, a mutually selected Professional Engineer to form and deliver to the City and Contractor a 'sealed opinion' of the amount that is appropriately and justifiably due to be paid to Contractor by the City in consideration of all circumstances surrounding the City's termination and then the City shall make payment accordingly. Such mutually agreed upon Professional Engineer shall be independent and unbiased, representing both the City and Contractor. In such event, in addition to any other remedies available to Contractor, Contractor shall have all the remedies available for other payment claims under Paragraph 24 above.

31 Escalation Clause for Specified Construction Materials. The contract price for this Project shall be calculated based on the current prices for the component construction materials. However, the market for the construction materials that are hereafter specified is considered to be volatile, and sudden price increases could occur. Contractor agrees to use its best efforts to obtain the lowest possible prices from available construction material suppliers, but should there be an increase in the prices of these specified materials that are purchased after execution of this contract for use in this Project, the City agrees to pay that cost increase to Contractor. Any claim by Contractor for payment of a cost increase, as provided above, shall require written notice delivered by Contractor to the City stating the increased cost, the construction material or materials in question, and the source of supply, supported by invoices or bills of sale. At City's request, additional bids on materials with cost increased may be required prior to purchase.

Specified Construction Material / Current Price per (Unit of Measurement) / Date / Supplier

Materials Schedule provided at a time after the execution of this agreement and at subsequent times thereafter, as applicable.

- 1) \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_
- 2) \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_
- 3) \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_
- 4) \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_
- 5) \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

32 Special Circumstances – Right of Termination. Should there be a rise in the cost of any specified construction material or materials, exclusive of any other price changes, that would cause the total contract price to increase by more than ten percent (10%), Contractor shall, before making any additional purchases of specified material or materials, provide to the City a written statement expressing the percentage increase of the contract price, the construction material or materials in question, and the dollar amount of the price increase to be incurred. The City may then, at his option, terminate the contract by providing within 10 business days both written notice of termination to Contractor, and payment to Contractor for the Work performed hereunder as of the date of termination (including Contractor's Fee hereunder, earned as of such date), together with Contractor's actual and provable costs and/or losses with respect to materials, equipment, tools and storage, including profit and overhead, mobilization, demobilization and if there is no Event of Default, and clearly documented and proven lost opportunity costs. In the event the City and Contractor are unable to agree upon the amount to be paid as a result of any such termination within 10 business days after termination, the City and Contractor shall jointly obtain, at the City's own expense, a mutually selected Professional Engineer to form and deliver to the City and Contractor a sealed opinion of the amount that is appropriately and justifiably due to be paid to Contractor by the City in consideration of all circumstances surrounding the City's termination and then the City shall make payment accordingly. Such mutually agreed upon Professional Engineer shall be independent and unbiased, representing both the City and Contractor. In such event, in addition to any other remedies available to Contractor, Contractor shall have all the remedies available for other payment claims under Paragraph 25 above. Should the City not send notice of termination within 10 business days, as provided herein, Contractor shall have the option to terminate the contract, or to proceed with the contract and purchase the specified construction materials at the increased price. If Contractor elects to proceed on the contract, it may then purchase the specified construction material or materials at the increased price, and the City shall be required to pay the increased cost incurred.

If termination is elected pursuant to this paragraph by Contractor, Contractor shall provide to the City a written notice of termination, and the City shall be required to pay Contractor for the Work performed hereunder as of the date of termination (including Contractor's Fee hereunder earned as of such date), together with Contractor's actual and provable costs and/or losses with respect to materials, equipment, tools and storage, including profit and overhead, mobilization, demobilization and if there is no Event of Default, clearly documented and proven lost opportunity costs. In the event the City and Contractor are unable to agree upon the amount to be paid as a result of any such termination within ten (10) days after termination, The City and Contractor shall jointly obtain, at the City's own expense, a mutually selected Professional Engineer to form and deliver to The City and Contractor a sealed opinion of the amount that is appropriately and justifiably due to be paid to Contractor by the City in consideration of all circumstances surrounding the City's termination and then the City shall make payment accordingly. Such mutually agreed upon Professional Engineer shall be independent and unbiased, representing both the City and Contractor. In such event, in addition to any other remedies available to Contractor, Contractor shall have all the remedies available for other payment claims under Paragraph 25 above.

33 Independent Contractor. It is understood and agreed that the relationship of Contractor to the City shall be that of an independent , ‘design-build’ contractor. Nothing contained herein shall be deemed or construed to: (a) make Contractor the agent, servant or employee of The City, or (b) create any partnership, joint venture or other association between the City and Contractor. Contractor shall not have the right to bind the City to any obligations whatsoever, and this Agreement shall not be construed to make the City liable to any person or party for debts or claims of any character accruing to them against Contractor.

34 Notices. Notices to be given by either party hereto shall be in writing and shall be deemed to have been served, given and received: (a) if hand delivered, when delivered in person to the address set forth hereinafter for the party to whom notice is given, (b) if mailed, when placed in the United States mail, postage prepaid, by certified mail, return receipt requested, properly addressed to the party to whom notice is given at the address hereinafter specified, or (c) if faxed, when verifiable confirmation of delivery is received by the sender of such fax to the party whose fax address is hereinafter specified. Until changed by written notice, the parties’ addresses for notices are as set forth on the signature page attached hereto.

35 Assignment. Without the prior written consent of the City, Contractor shall not assign any of its rights or delegate any of its duties hereunder. Any such attempted assignment or delegation, without the prior written consent of the City as aforesaid, shall be null and void. The City may assign its rights and obligations under this Agreement from time to time to any third party provided such third party assignee expressly assumes the City’s obligations hereunder, provided that the City shall not be released by any such assignment from the performance of any obligations hereunder.

36 Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

37 Time of Essence. Time is of the essence of this Agreement and any breach of same shall go to the essence thereof, and Contractor, in agreeing to use its best efforts to complete the Work within the time period prescribed herein, has taken into consideration and made allowances for common and foreseeable hindrances incident to the Work to be performed hereunder.

38 Attorneys’ Fees. Should any party bring suit against the other party concerning matters arising out of this Agreement, the prevailing party shall be entitled to recover from the other party court costs, reasonable attorneys’ fees and related legal expenses incurred in connection with such suit.

39 Applicable Law. This Agreement is to be governed and construed under the laws of the State of Texas, Lampasas County and the laws of the United States applicable to transactions in Texas. All of the obligations contained in this Agreement are and shall be performable in the county where the Property is located.

40 Entire Agreement. This Agreement constitutes the entire agreement and understanding, and supersedes all prior agreements and understandings, if any, whether written or oral, between the City and Contractor concerning the subject matter hereof, and there are no other

covenants, agreements, promises, terms, provisions, conditions, undertakings or understandings, either oral or written, between them concerning the subject matter of this Agreement other than those expressly set forth herein. No subsequent alteration, amendment, change, deletion or addition to this Agreement shall be binding upon the City or Contractor unless in writing and signed by both parties to this Agreement.

41 Headings. The headings, captions, numbering system, etc., are inserted only as a matter of convenience and under no circumstances will they be considered in interpreting the provisions of this Agreement.

42 Singular and Plural; Gender. Where required for proper interpretation, words in the singular shall mean the plural, and vice versa; the masculine gender shall include the neuter and the feminine, and vice versa.

43 Unenforceable or Inapplicable Provisions. If any provision hereof is for any reason unenforceable or inapplicable, the other provisions hereof will remain in full force and effect in the same manner as if such unenforceable or inapplicable provision had never been contained herein.

44 Counterparts. This Agreement may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical.

45 Construction. The parties hereto each acknowledge and agree that this Agreement shall be construed without presumption of any rule requiring construction to be made against the party causing same to be drafted.

46 Authority. Each person executing this Agreement, by their execution hereof, represents and warrants that they are fully authorized to do so, and that no further action or consent on the part of the party for whom they are acting is required to the effectiveness and enforceability of this Agreement against such party following such execution.

47 Waiver of Consequential Damages. Anything herein to the contrary notwithstanding, each of the parties hereto hereby waives all claims against the other for consequential damages.

## **Exhibit A**

### **SCOPE OF WORK**

#### **SPA Skateparks Scope of Work to Include:**

##### Design

- Design scope will be focused on the Skatepark structure.
- Consultation & conceptual design development, including 1-2 public input meetings.
- Technical specifications & sealed construction for drawings by landscape architect, civil and structural engineer where applicable.
- Location of Skatepark drainage system connection points outside Skatepark footprint to be coordinated with City. It is assumed that a storm drainage tie-in, water supply, and electrical service, if required by the project, will be stubbed to within 20 feet of Skatepark footprint by others.
- Skatepark size, terrain, features, arrangement and park amenities shall be determined as part of the design process.

##### Construction

- Construction to begin after written approval of plans and specifications and issuance of Notice to Proceed for construction by City.
- Construction Work. All labor and materials required for the grading/drainage, forming, placing and finishing of all proposed concrete Skatepark features and flatwork. All labor and materials required for the fabrication and installation of all proposed steel work including structural steel, steel coping/edging, grind rails and other miscellaneous steel.
- Earthworks per suitable geotechnical report. City may elect to provide this scope of work at a time prior to the design phase, and in exchange, receive a larger Skatepark.
- Project management. Foreman or other approved capable representative on site during construction.

#### **SPA Skateparks Scope of Work Does Not Include / Provided by Others:**

- City to provide geotechnical report, materials testing services, topographic and civil survey, third party inspections, site environmental assessments and any contamination remediation, contractor registration fees, City permits and fees
- Labor and materials required for landscaping and irrigation procedures (i.e. trees, stone work, pathways, planting, sod, hydro-seed, trees etc.) lighting, fencing, park signage, shade structures and site amenities unless otherwise agreed to in writing by both parties.
- All work physically outside the footprint of the Skatepark
- All aspects of Work not included in SPA Skateparks Scope of Work above, unless otherwise agreed to in writing by both parties

*[Signature page to follow]*

IN WITNESS WHEREOF, the parties have executed this Agreement between City of Lampasas, Texas and Transcend, Inc. d/b/a SPA Skateparks as of the day and year first above written.

**THE CITY:  
CITY OF LAMPASAS, TEXAS**

By: \_\_\_\_\_

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

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

Address: 312 E 3rd St, Lampasas, TX  
76550

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

**THE CONTRACTOR  
TRANSCEND, INC. D/B/A SPA SKATEPARKS**

By: \_\_\_\_\_

Name: Yann Curtis  
Title: Corporate Secretary  
Address: 1301 Orlando Road  
Austin, Texas 78733  
Phone: 512-203-5445

*Finley*  
City Manager

ITEM NO. 7.3

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

---

---

**Subject:**

Discussion and possible action regarding base pricing and design with options for Campbell Park Pavilion in an amount not to exceed \$175,885.00

Requested By: Finley deGraffenried, City Manager

Submitted By: Finley deGraffenried, City Manager

Date Submitted: September 17, 2021

For the Agenda of: October 11, 2021

**Procurement and Funding Statement:**

Attachments: Proposals

---

---

**Summary Statement:**

Attached are the proposals from LAMCO for the construction of the Campbell Park Pavilion. The proposals include alternates for future storage, electrical and rainwater catchment. The LAFTA board has reviewed the options, and with Staff, recommends the base quote of a 60' x 80' pavilion, to include rainwater catchment, 4' of compacted select fill, and a 20' x 60' slab extension for future storage in the amount, not to exceed \$175,885.00. If approved the project will be contracted by using the City's standard project documents. LAMCO has provided 2 options for select fill, one at 2 feet and one at 4 feet with Staff recommending 4 feet per geotechnical investigation. The options estimate also includes rain water collection tanks and LED lighting.

**Recommendation:**

To consider a motion to approve the proposal recommended by Staff and LAFTA for construction of a pavilion with options in an amount not to exceed \$175,885.00.

Lamco Construction

Stephen McDonald  
901 NARUNA RD  
LAMPASAS, TX 76550  
512-734-1029

# Estimate

Date	Estimate #
10/3/2021	21100302

Name / Address
City of Lampasas

Description	Rate
Options for estimate #21100301: 60' x 80' gable roof structure w/ 12' eave height & 18' ridge height All steel red primer finish Roof Galvalume R-panel	
Dirt pad options:	
1 - Excavate 4' depth & fill w/ compacted base 60' x 100'	61,400.00
2 - Excavate 2' depth & fill w/ compacted base 60' x 100'	36,500.00
Option for 2 (two) 5,000 gal. rain water collection tanks installed	10,200.00
Option for LED lighting for pavilion w/ flood lights at all 4 corners	4,100.00

Lamco Construction

Stephen McDonald  
901 NARUNA RD  
LAMPASAS, TX 76550  
512-734-1029

# Estimate

Date	Estimate #
10/3/2021	21100301

Name / Address
City of Lampasas

Description	Qty	Rate	Total
60' x 80' gable roof structure w/ 12' eave height & 18' ridge height All steel red primer finish Roof Galvalume R-panel			
Steel & erecting labor		48,200.00	48,200.00
Concrete 60' x 100'		48,000.00	48,000.00
Gutter w/ downspouts		3,985.00	3,985.00
		<b>Total</b>	<b>\$100,185.00</b>

**THIS PAGE INTENTIONALLY LEFT BLANK**

  
**City Manager**ITEM NO. 7.4

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

---

**Subject:**

Discussion and possible action regarding RFP for Airport Terminal Improvements

Requested By: Chris Eicher, Director

Submitted By: Chris Eicher, Director

Date Submitted: September 28, 2021 For the Agenda of: October 11, 2021

**Procurement and Funding Statement:**

Attachments:

---

**Summary Statement:**

Based on discussion on September 27, 2021 with the Airport Advisory Committee, Staff seeks Council approval for the development and publication of an RFP for Airport Design Services. It would be the intention of Staff to provide a scope to include survey and current location of all structures; elevations; identification of locations and heights of potential new structures and fueling infrastructure; identification of areas for new hangars and necessary taxiways; and location of other necessary or required facilities.

**Recommendation:**

To consider a motion to direct Staff develop and publish an RFP for Airport Design Services.

**THIS PAGE INTENTIONALLY LEFT BLANK**

  
City Manager

ITEM NO. 7.5

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

---

---

**Subject:**

Discussion and possible action regarding the award of contract for utility line tree trimming to LCRA and McCoy Tree Surgery in an amount not to exceed \$150,000.00.

Requested By: Flint Geagley, Electric Superintendent

Submitted By: Flint Geagley, Electric Superintendent

Date Submitted: October 4, 2021

For the Agenda of: October 11, 2021

**Procurement and Funding Statement:**

The electric department requested a quote from LCRA through our Cooperative Purchasing Agreement with LCRA. We received a quote from LCRA for a total amount of \$149,963.23. The funding is secured by the budgeted amount in the 2021-2022 annual budget for Tree Trimming Services (81-510-5350). The total amount budgeted for this project is \$150,000.00.

Attachments: Memo and Customer Service Contract

---

---

**Summary Statement:**

The City of Lampasas has a Cooperative Purchasing Agreement with LCRA which McCoy Tree Surgery participates in. The City Of Lampasas has been using the LCRA contractors to trim our trees out of the power lines since 2005 and have had good success with their work and dealing with the public. This program also increases the reliability of our system and reduces outages.

**Recommendation:**

To consider a motion to award the bid to McCoy Tree Surgery and LCRA to trim trees out of the power lines in an amount not to exceed \$150,000.00 and to allow the City Manager to execute any required documents.

# Memo



To:  
From: Flint Geagley  
Date: October 4, 2021  
Re: Tree Trimming

Electric Department

---

The City of Lampasas would like to contract the tree trimming with McCoy Tree Surgery for this fiscal year. This program will begin in the November - December 2021 and will continue for approximately eight weeks.

The City of Lampasas has a purchasing agreement with LCRA which McCoy Tree Surgery participates in. The City of Lampasas has been using the LCRA contract to trim our trees since 2005 and has had good success with both their work and their dealing with the public. This program has also reduced our outages due to trees in power lines.

This item has been budgeted in line item (81-510-5350) Tree Trimming Services for a total amount of \$150,000.00

The first area to be covered will be 1<sup>st</sup> to Nix from Steele to Porter

The second area will be 1<sup>st</sup> to 7<sup>th</sup> from Samac to Porter

The third area will be on Naruna Rd from Howe to south Hwy 281 and on Howe St. from Naruna Rd. going north

The fourth area will be Ave E to 1<sup>st</sup> from Porter to Key

The fifth area will be 1<sup>st</sup> to 6<sup>th</sup> from Porter to Key

The areas to be trimmed will be posted in the newspaper, on the web site and the home owners will be notified by door tags in advance of the trees being trimmed in their area.

**CUSTOMER  
SERVICES CONTRACT**

**CUSTOMER:** City of Lampasas  
312 East Third Street  
Lampasas, Texas 76550  
Attn: Flint Geagley

**DATE SUBMITTED:** August 19, 2021

**SCOPE OF SERVICES:**

**JOB NUMBER:**

The Lower Colorado River Authority ("LCRA") will provide the Customer access to LCRA's tree trimming services contract (the "Agreement") with McCoy Tree Surgery ("McCoy"). The City will specify which lines McCoy is to clear prior to the start of work.

Per hour rates will depend on individual classification of each employee. (See attached rate schedule). McCoy will bill Customer directly, on a weekly basis, and Customer will pay invoices directly to McCoy in accordance with the terms and conditions of the Agreement.

<b>Scope of Tree Trimming:</b>	Estimated at 8 crew-weeks of trimming
<b>Estimated Services Value:</b>	\$ 142,822.13 per year (direct charge from McCoy)
<b>Total Amount of Services (includes LCRA Fee):</b>	\$ 149,963.23 <b>Estimate</b>

See Attached Terms and Conditions.

**SCHEDULE:**

Customer and McCoy will determine a mutually acceptable time for the start of services. Services have a target start of December 20, 2021 with a 8 week completion.

**CONTRACT PRICE:**

LCRA Administration Fee: \$ 7,141.11  
The Administration Fee will be added to the Customer's monthly power bill upon execution of contract. (or invoiced direct as applicable).

Customer and the Lower Colorado River Authority agree that the work described above shall be performed in accordance with the terms and conditions on the front and *reverse* (or attached) sides of this form.

**City of Lampasas**

**Lower Colorado River Authority**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: Sam Woolard  
VP, Trans Const & Maintenance  
Date: \_\_\_\_\_

**OFFICE USE ONLY**

Accounting: \_\_\_\_\_ 0

Approved By: \_\_\_\_\_  
Completion Date: \_\_\_\_\_

### Terms and Conditions

The services under this Customer Services Contract are provided pursuant to the Technical Services Agreement between LCRA and the City, dated November 12, 1979 and under the authority of Chapter 791 of the Texas Government Code, Chapter 271 of the Texas Local Government Code, and in furtherance of LCRA's statutory and constitutional authority to provide electric utility services. The purpose of this Customer Services Contract is to increase the reliability of electric service within Customer's service territory, and to realize savings and efficiencies by cooperatively procuring services.

Customer will purchase services from McCoy under the same terms and conditions and pricing contained in the Agreement. All orders and payments for such purchases will be issued directly from Customer to McCoy, and McCoy will provide the services and associated invoices directly to Customer. LCRA is not a party to, and will in no way be responsible to either Customer or McCoy for, such orders, including without limitation any payments, performance, costs, expenses, losses or damages arising from such transactions between McCoy and Customer. Customer releases LCRA from any liability associated with Customer's transactions under the Agreement.

Customer represents that (i) all payments made pursuant to this Customer Services Contract will be paid from current revenues and (ii) it has the authority to enter into this Customer Services Contract.

Personnel Level	Rates	1	2021 Rate
Supervisor/General Foreperson	\$50.53	1 \$	50.53
Foreperson	\$40.00	1 \$	40.00
Trimmer	\$34.30	1 \$	34.30
<b>Equipment</b>			
Chain Saws (each)	0.92	1 \$	0.92
Bucket Truck with Chip bed	15.3	1 \$	15.30
Chipper	5.82	1 \$	5.82
GF PickUp	10.97	1 \$	10.97

**Crew Rate (using Max Rates)**

Supervisor/General Foreperson	\$50.53	1 \$	50.53
GF PickUp	\$10.97	1 \$	10.97
Foreperson	\$40.00	3 \$	120.00
Trimmer	\$34.30	6 \$	205.80
Chain Saws (each)	\$ 0.92	9 \$	8.28
Bucket Truck with Chip bed	\$15.30	3 \$	45.90
Chipper	\$ 5.82	3 \$	17.46

Total Hourly Crew Rate		\$	458.94
Total Weekly Crew Rate		\$	18,357.60
Total weeks (estimated)	7.8	\$	142,822.13
Total Trimmers		10	
Includes per diem costs for Lodging and meals			

Total (using max rates)		\$	142,822.13	Note: This is the estimated direct
Average/week		\$	18,357.60	charge from McCoy

Actual Charges according to the rate schedule will be billed.

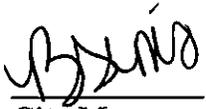
LCRA will bill a fee to cover the cost of scheduling and administering the program

The Administration fee is: \$ 7,141.11

**FOR BUDGETING PURPOSES ONLY**

Total (LCRA and McCoy)	\$	149,963.23	7 PERSON CREW
Total (LCRA and McCoy) weekly avg.	\$	19,275.48	

**THIS PAGE INTENTIONALLY LEFT BLANK**

  
City Manager

ITEM NO. 7.6

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

---

---

**Subject:**

Discussion and possible action regarding re-appointment/appointment of board members to the Construction Board of Adjustment and Appeal

Requested By: Becky Sims, City Secretary

Submitted By: Becky Sims, City Secretary

Date Submitted: October 4, 2021

For the Agenda of: October 11, 2021

**Procurement and Funding Statement:**

Attachments:

---

---

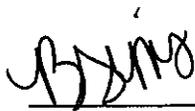
**Summary Statement:**

This item has been placed on the agenda to reappoint Ron Farr and Richard Procter; whom have agreed to serve another term and to appoint Aaron Sanders to replace Johnny Sanders.

**Recommendation:**

To consider a motion to reappoint Ron Farr and Richard Procter and to appoint Aaron Sanders to the Construction Board of Adjustment and Appeal.

**THIS PAGE INTENTIONALLY LEFT BLANK**

  
City Manager

ITEM NO. 7.7

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

---

**Subject:**

Discussion and possible action regarding re-appointment of board members to the Capital Improvement Program Committee

Requested By: Becky Sims, City Secretary

Submitted By: Becky Sims, City Secretary

Date Submitted: October 4, 2021

For the Agenda of: October 11, 2021

**Procurement and Funding Statement:**

Attachments:

---

**Summary Statement:**

This item has been placed on the agenda to reappoint Chuck Williamson, Donnell Rathman, Shirley Blake, Gail Long, Bob McCauley, Dianna Hodges and Neal Leavell to the CIP Committee as they have all agreed to serve another term.

**Recommendation:**

To consider a motion to reappoint Chuck Williamson, Donnell Rathman, Shirley Blake, Gail Long, Bob McCauley, Dianna Hodges and Neal Leavell to the CIP Committee.

**THIS PAGE INTENTIONALLY LEFT BLANK**

  
City Manager

ITEM NO. 7.8

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

---

---

**Subject:**

Discussion and possible action regarding the re-appointment of board members to the Planning & Zoning Commission.

Requested By: Becky Sims, City Secretary

Submitted By: Becky Sims, City Secretary

Date Submitted: October 4, 2021

For the Agenda of: October 11, 2021

**Procurement and Funding Statement:**

Attachments:

---

---

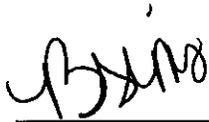
**Summary Statement:**

This item has been placed on the agenda to reappoint James Skinner, Dorothy Person & Marissa Canales; whom have all agreed to serve another term.

**Recommendation:**

To consider a motion to reappoint James Skinner, Dorothy Person & Marissa Canales to the Planning & Zoning Commission.

**THIS PAGE INTENTIONALLY LEFT BLANK**

  
City Manager

ITEM NO. 7.9

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

---

---

**Subject:**

Discussion and possible action regarding the re-appointment of board members to the Zoning Board of Adjustment.

Requested By: Becky Sims, City Secretary

Submitted By: Becky Sims, City Secretary

Date Submitted: October 4, 2021

For the Agenda of: October 11, 2021

**Procurement and Funding Statement:**

Attachments:

---

---

**Summary Statement:**

This item has been placed on the agenda to reappoint Charley Kennington, Bob Caughron, Laurie Henderson and Danielle Shepard; whom have all agreed to serve another term.

**Recommendation:**

To consider a motion to reappoint Charley Kennington, Bob Caughron, Laurie Henderson and Danielle Shepard to the Zoning Board of Adjustment.

**THIS PAGE INTENTIONALLY LEFT BLANK**

  
City Manager

ITEM NO. 7.10

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

---

---

**Subject:**

Discussion and possible action regarding the re-appointment of board members to the Airport Zoning Board of Adjustment.

Requested By: Becky Sims, City Secretary

Submitted By: Becky Sims, City Secretary

Date Submitted: October 4, 2021

For the Agenda of: October 11, 2021

**Procurement and Funding Statement:**

Attachments:

---

---

**Summary Statement:**

This item has been placed on the agenda to reappoint Gordon Thornton and Ron Jose; whom have agreed to serve another term.

**Recommendation:**

To consider a motion to reappoint Gordon Thornton and Ron Jose to the Airport Zoning Board of Adjustment.

**THIS PAGE INTENTIONALLY LEFT BLANK**

  
City Manager

ITEM NO. 7.11

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

---

**Subject:**

Discussion and possible action regarding the re-appointment of board members to Parks & Recreation Advisory Board

Requested By: Becky Sims, City Secretary

Submitted By: Becky Sims, City Secretary

Date Submitted: October 4, 2021

For the Agenda of: October 11, 2021

**Procurement and Funding Statement:**

Attachments:

---

**Summary Statement:**

This item has been placed on the agenda to reappoint Robin Gradel, Shane Jones and Tasha Bates; whom have agreed to serve another term.

**Recommendation:**

To consider a motion to reappoint Robin Gradel, Shane Jones and Tasha Bates to the Parks & Recreation Advisory Board.

**THIS PAGE INTENTIONALLY LEFT BLANK**



Chris Felan  
Vice President  
Rates & Regulatory Affairs

September 28, 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 October 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".

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

Attachment

ATMOS ENERGY CORPORATION  
MID-TEX DIVISION  
STATEMENT OF RIDER GCR  
October, 2021  
PREPARED IN ACCORDANCE WITH  
GAS UTILITIES DOCKET NO. 10170

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

Line	(a)	(b)	(c)	(d)	(e)
1	Estimated Gas Cost per Unit:	\$0.36587			
2	Estimated City Gate Deliveries:	75,144,490			
3	Estimated Gas Cost:	<u>\$27,493,115</u>			
4	Lost and Unaccounted For Gas %	2.5932%			
5	Estimated Lost and Unaccounted for Gas	\$712,951			
6	Total Estimated City Gate Gas Cost:	<u>\$28,206,066</u>			
7	Estimated Sales Volume:	<u>55,306,160</u>			
8	Estimated Gas Cost Factor - (EGCF)	<u>0.51000</u>			
9	Reconciliation Factor - (RF):	0.01150			
10	Taxes (TXS):	0.00000			
11	Adjustment - (ADJ):	0.00000			
12	Gas Cost Recovery Factor - (GCRF)	<u>0.52150</u> per Ccf			

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

Line	(a)	(b)	(c)	(d)	(e)
	<b>Fixed Costs</b>				
13	Fixed Costs Allocation Factors [Set by GUID 10170]	100.0000%			
14	a. Current Month Fixed Costs of Pipeline Services	\$42,309,623	64.3027%	30.5476%	5.1497%
15	b. Plus: Second Prior Month Recovery Adjustment	\$0	\$0	\$0	2,178,819
16	Net Fixed Costs	<u>\$42,309,623</u>	<u>\$27,206,230</u>	<u>\$12,924,574</u>	<u>\$2,178,819</u>
	<b>Commodity Costs</b>				
17	a. Estimated Commodity Cost of Pipeline Services	(\$2,366,165)	(1,617,857)	(733,555)	(14,753)
18	b. Plus: Second Prior Month Recovery Adjustment	\$0	\$0	\$0	\$0
19	Net Commodity Cost of Pipeline Services	<u>(\$2,366,165)</u>	<u>(\$1,617,857)</u>	<u>(\$733,555)</u>	<u>(\$14,753)</u>
20	<b>Total Estimated Pipeline Costs (Line 16 + Line 19)</b>	<u>\$39,943,458</u>	<u>\$25,588,373</u>	<u>\$12,191,019</u>	<u>\$2,164,066</u>
21	Estimated Billed Volumes		72,718,270 Ccf	46,867,540 Ccf	4,719,269 MMBtu
22	Pipeline Cost Factor (PCF) [Line 20 / Line 21]		0.35190 Ccf	0.26010 Ccf	\$0.4586 MMBtu
23	Gas Cost Recovery Factor - (GCRF) [Line 12]		0.52150 Ccf	0.52150 Ccf	\$5.0928 MMBtu
24	<b>Rider GCR</b>		<u>0.87340 Ccf</u>	<u>0.78160 Ccf</u>	<u>\$5.5514 MMBtu</u>
25				<u>\$0.4586 MMBtu</u>	<u>\$0.4586 MMBtu</u>

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