

**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, September 12, 2022
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, September 12, 2022 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 the Hill Country 100 Club. *(pgs. 5-6)*
3. Discussion regarding Interlocal Agreement with LISD for School Resource Officers. *(pgs. 7-22)*
4. Discussion regarding Interlocal Agreement with Lampasas County for EMS Services. *(pgs. 23-36)*
5. Discussion regarding Short Term Rentals. *(pgs. 37-38)*
6. Discussion regarding Height Restrictions for Specific Zoning Districts. *(pgs. 39-50)*
7. Discussion regarding Annual City Board Renewals. *(pgs. 51-66)*
8. Discussion regarding Hostess House Project Design Meeting Date. *(pgs. 67-68)*
9. Discussion regarding any item on the regular agenda.
10. Adjourn Workshop Session.

REGULAR SESSION

ANNOUNCEMENTS

- A. Call to Order
- B. Invocation and Pledge of Allegiance
- C. Presentations and Proclamations
 - Library Card Sign-Up Month Proclamation *(pgs. 69-70)*
 - National Chiropractor Health Month Proclamation *(pgs. 71-72)*

	PUBLIC HEARINGS/CITIZEN COMMENTS	PAGES
1.1	Citizen comments – Any citizen who desires to address the City Council on a matter not included on the Agenda may do so at this time. The City Council may not deliberate on items presented under this Agenda Item.	N/A
1.2	Citizen comments- Any citizen who desires to address the City Council on a matter that is included on the Agenda may do so at this time.	N/A
1.3	Public hearing to receive citizen comments regarding the program performance of the activities completed under the Texas Community Development Block Grant (TxCDBG) for a Sewer Improvement Project, Program Grant #7220260 which will include an explanation of the actual use of the Texas Community Development Block Grant Program Funds and invite comments.	73-74
1.4	Public Hearing to receive citizen comments regarding a request for a Specific Use Permit (SUP) to allow for an accessory structure commonly referred to as a guesthouse in an area zoned Single Family Residential-10 “SF-10” Lampasas County, Lampasas, Texas, for property described as Block 2, lots 6-7, Fairview Addition, commonly known as 101 N Rice Street, Lampasas, Texas.	75-78
1.5	Public Hearing to receive citizen comments regarding the Gamel Addition Minor Plat with variances being all of two tracts of land and part of lot 2, Block 30 of Matthew & Wilkes Addition, Lampasas, Texas Lampasas County.	79-82
1.6	Public Hearing to receive citizen comments regarding the Minor Plat of Cresta De Mesa Soleads, 6.13 acres out of the James R. Cook Survey, Abstract No. 110, Lampasas County, Texas.	83-86

2.0	MINUTES	PAGES
2.1	Discussion and possible action concerning approval of minutes of the Regular Meeting held on August 22, 2022	87-100

3.0	CONSENT AGENDA	PAGES
3.1	Discussion and possible action regarding purchases and charges in excess of \$4,000 from August 1, 2022-August 31, 2022.	101-108
3.2	Discussion and possible action concerning the second reading of an Ordinance amending Appendix A (Fee Schedule), Chapter 82 (Utilities), Article V, Section (H) Water Rate of the Code of Ordinances of the City of Lampasas providing for an increase in the rates to be charged for Water Service by the City of Lampasas; providing for repeal of conflicting ordinances; providing a severability clause and providing an effective date.	109-112

4.0	BOARDS/DEPARTMENT REPORTS	PAGES
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5.0	ROUTINE MATTERS	PAGES
5.1	CITY MANAGER’S OPERATIONAL REPORT <ul style="list-style-type: none"> • Pressure Plan • Paving • Business Park • Sales Tax • Gateway Signage 	113-118

5.2	MAYOR'S COMMENTS	N/A
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6.0	UNFINISHED BUSINESS	N/A
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	NEW BUSINESS	PAGES
7.1	Discussion and selection of website photo contest.	119-122
7.2	Discussion and possible action regarding the first reading of an Ordinance to consider approval, denial or approval with modifications for a Specific Use Permit (SUP) to allow for an accessory structure commonly referred to as a guesthouse in an area zoned Single Family Residential-10 "SF-10" Lampasas County, Lampasas, Texas, for property described as Block 2, lots 6-7, Fairview Addition, commonly known as 101 N Rice Street, Lampasas, Texas.	123-126
7.3	Discussion and possible action regarding approval, denial or approval with modifications the Gamel Addition Minor Plat with variances being all of two tracts of land and part of lot 2, Block 30 of Matthew & Wilkes Addition, Lampasas, Texas Lampasas County.	127-128
7.4	Discussion and possible action regarding approval, denial or approval with modifications the Minor Plat of Cresta De Mesa Soleads, 6.13 acres out of the James R. Cook Survey, Abstract No. 110, Lampasas County, Texas.	129-130
7.5	Discussion and possible action regarding proposal from Schneider Engineering to provide engineering design and support services for the installation of four standby generators to serve the Water/Wastewater Treatment Plant, Water/Wastewater Office and Lab, Spring Street Pump Station, Animal Shelter and a portable generator for lift stations in the mount of \$30,500.00	131-134
7.6	Discussion and possible action regarding proposal from Schneider Engineering for adjustment to the City of Lampasas double circuit distribution that crosses US 281 and continues in the Naruna Road right-of-way as part of the TxDOT Project in the amount of \$16,200.00.	135-138
7.7	Discussion and possible action concerning the first reading of an Ordinance approving and adopting a Budget for operating the Municipal Government of the City of Lampasas for the fiscal year beginning on October 1, 2022 and ending on September 30, 2023; 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.	139-142
7.8	Discussion and possible action concerning the first reading of an Ordinance setting the Tax Rate and levying a tax upon all property subject to taxation within the City of Lampasas, Texas for the 2022 Tax Year for the use and support of the Municipal Government of the City of Lampasas for the fiscal year beginning October 1, 2022 and ending September 30, 2023; 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.	143-146
7.9	Discussion and possible action regarding ratifying the property tax revenue increase reflected in the Fiscal Year 2022-2023 Budget	147-148
7.10	Discussion and possible action regarding approval of the Investment and Strategy Policy Resolution	149-158

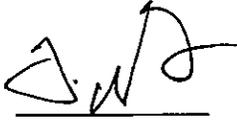
7.11	Discussion and possible action regarding request by Vision Lampasas for Hotel Occupancy Funds in the amount of \$2,000.00 for event expenses related to the Indian Artifact, Gem, and Minerals Show to be held on September 17, 2022 at the Lampasas County Livestock Association Show Barn.	159-164
7.12	Discussion and possible action to declare a 2005 F-150 as surplus and allow Staff to dispose of as State Law allows.	165-174
7.13	Discussion and possible action regarding terms of School Resource Officer (SRO) Interlocal Agreement with Lampasas Independent School District	175-176
7.14	Discussion and possible action regarding terms of the EMS Interlocal Agreement with Lampasas County.	177-178

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 9 day of September 2022 at 1:45pm



 Becky Sims, City Secretary


City ManagerITEM NO. WORKSHOP-2

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

Subject:

Discussion and presentation from the Hill Country 100 Club.

Requested By: Herb Pearce, City Council Member

Submitted By: Becky Sims, City Secretary

Date Submitted: September 8, 2022

For the Agenda of: September 12, 2022

Procurement and Funding Statement:

Attachments:

Summary Statement:

This item has been placed on the workshop agenda to allow a representative from the Hill Country 100 Club to review the purpose and supported activities facilitated by this organization. The City has provided annual financial support to Hill Country 100 Club for the past 6 years.

Recommendation:

Discussion only

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City ManagerITEM NO. WORKSHOP-3

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

Subject:

Discussion regarding terms of School Resource Officer (SRO) Interlocal Agreement with Lampasas Independent School District

Requested By: Finley deGraffenried, City Manager

Submitted By: Finley deGraffenried, City Manager

Date Submitted: September 8, 2022

For the Agenda of: September 12, 2022

Procurement and Funding Statement:

Attachments: Draft Agreement

Summary Statement:

This item has been placed on the Workshop Agenda as follow up to the discussion on August 22, 2022 to provide Council the opportunity to review the terms of the proposed Interlocal Agreement with the Lampasas Independent School District for providing three (3) additional School Resources Officers ("SRO"). The deviation from Council requested terms was the inclusion of a one-time, per this term, payment of \$50,000.00 to the City by LISD as a counter to Council's request of reimbursement for 100% of salary expense for the two additional SRO's. The reimbursement is now drafted at 75% for one SRO, and 100% for the other SRO. The draft is considered 95% complete.

Recommendation:

Staff seeks Council direction, and provides the opportunity for Council consideration on the regular agenda.

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF LAMPASAS,
TEXAS AND THE LAMPASAS INDEPENDENT SCHOOL DISTRICT**

This Agreement is made and entered into by the City of Lampasas, Texas (hereinafter referred to as "Lampasas" and/or "City"), a political subdivision of the State of Texas acting through its City Council, and the Lampasas Independent School District (hereinafter referred to as "LISD"), a political subdivision of the State of Texas acting through its Board of Trustees (Lampasas and LISD collectively referred to as the "Parties").

WITNESSETH

WHEREAS, Chapter 791 of the Texas Government Code, as amended, entitled Interlocal Cooperation Contracts, authorizes contracts between political subdivisions for the performance of governmental functions and services; and

WHEREAS, LISD has determined it is in the best interest of the LISD, its students, administration, faculty, parents, and staff, and the Lampasas school system in general to enter into an agreement with the City to have the City's Police Department (i.e., the Lampasas Police Department ['LPD']) and its commissioned peace officers provide such statutorily authorized security and protective services to LISD, and it has specifically authorized the peace officers identified by the City and the LPD to provide such services to LISD pursuant to this Agreement to carry appropriate weapons, as necessary, in performing such security and protective services at all LISD schools and properties within LISD's jurisdiction (the "Service Area");

WHEREAS, the City has determined it is in the best interest of the health, safety and welfare of the citizens of Lampasas and the Lampasas community to assign City peace officers employed by the City/LPD to provide enhanced security and protective services to LISD, within the Service Area, and to provide law enforcement and additional patrol within the Service Area; and

WHEREAS, LISD will reimburse the City for salaries, benefits, and the reasonable costs associated with the work of the assigned peace officers who provide the security and protective services to LISD, as set out herein; including a one-time payment in consideration of the cost of vehicles;

WHEREAS, as consideration for the reimbursement paid by the LISD to the City, the City will provide SRO officers with the training, expertise, equipment, uniforms, and vehicles necessary to perform the SRO services set forth in the terms of this Agreement.

NOW THEREFORE, in consideration of the covenants and agreements of the Parties, as well as the mutual consideration set forth herein, the sufficiency of which is acknowledged by both Parties, it is agreed as follows:

The Superintendent of LISD and the City Manager of the City of Lampasas, Texas have been authorized and directed by their respective governmental entities, to execute this Agreement, on behalf of the Parties, to effectuate and continue the LISD School Resource Officer Program, operated between LISD and the City of Lampasas. ("SRO Program").

I.

GOALS AND OBJECTIVES:

- 1.1 The CITY agrees to select and assign (5) commissioned peace officers from its municipal police department, whom the Parties acknowledge and agree are full-time employees of the City, assigned to perform law enforcement services pursuant to the terms of this Agreement as security and protection for LISD, and who will be identified and referred to as the LISD School Resource Officers. ("SRO"). The mission of the SRO Program, at LISD, is the reduction and prevention of school-related violence and crime committed by (and/or on) juveniles and young adults while on LISD Property and in the LISD Jurisdiction during LISD school operational hours and programmed activities. Objectives of the program include, but are not limited to: establishing a rapport between the SRO and the student population, as well as parents, faculty, staff, and administrators; establishing a channel of trusted communication with students, parents, teachers and administration, as well as serving as a positive role-model to instill in students good moral standards, good judgment and discretion, respect for other students, and a sincere concern for the school community and others in the community, in general. The SRO will promote increased student awareness of the law to enable students to become better-informed and effective citizens, while empowering students with the knowledge of law enforcement efforts and responsibilities regarding law enforcement, as well as providing accurate information concerning the consequences for violations of the law.
- 1.2 The SRO duties reflect the character of the SRO "Triad" concept, as set forth by NASRO (National Association of School Resource Officers), where the SRO is a professional law enforcement officer, a Teacher/Trainer of law enforcement topics and in some instances a resource for faculty, students and parents, providing information and/or advice. Under this framework, the SRO is first and foremost a law enforcement officer for the providing law enforcement agency. The SRO shall be responsible for carrying out all duties and responsibilities of a law enforcement officer and shall remain at all times under the control, through the chain of command, of the law enforcement agency, i.e., the City. All acts of commission or omission shall conform to the guidelines of the providing law enforcement agency directives, which in this situation is the Lampasas Police Department.
- 1.3 LISD school officials should ensure that non-criminal student disciplinary matters remain the sole responsibility of LISD school staff and are not made or intended to

be the responsibility of the SRO. Enforcement of any portion of a 'code of student conduct' is the sole responsibility of teachers and administrators. The SRO shall refrain from being involved in the enforcement of any LISD or classroom disciplinary rules that do not constitute a violations of law, except to support staff in maintaining a safe school environment.

- 1.4 The SRO may be used as a resource to assist students, faculty, staff, and any other persons as authorized by the Lampasas Chief of Police or her/his designee(s). The SRO may be utilized to help instruct students and staff on a variety of subjects, ranging from alcohol and drug education to formalized academic classes related to topics pertaining to areas of expertise of the SRO. The SRO may use these opportunities to build rapport between the students and the staff. The City recognizes, however, that LISD maintains full, final, and complete authority over curriculum and instruction in the School District, including the instruction of individual students. The Parties recognize and agree that classroom instruction is the responsibility of the classroom teacher, not the SRO, the City or its employees, and the City and its employees shall not attempt to control, influence, or interfere with any aspect of the LISD school curriculum or classroom instruction except in emergency situations.
- 1.5 1.5 SRO's shall be hired pursuant to the City hiring policies, shall be and at all times remain City employees only, shall be fully qualified as commissioned peace officers in the State of Texas and shall primarily be directed by the Lampasas Chief of Police and/or other officers within the chain of command of the Lampasas Police Department to patrol and provide presence on such properties and campuses owned or leased by LISD within the Service Area, during Normal School Hours and the Normal LISD active school year and Normal Workday, as described herein below in Section 1.14. The Parties acknowledge and agree that one or more of the assigned SRO shall remain available to perform City law enforcement serves, outside of these assigned hours and dates, as well as during emergency or urgent civil need events or occurrences, as required by the City.
- 1.6 LISD agrees to report all incidents on campuses within the Service Area to the Lampasas Police Department in accordance with Chapter 37 of the Texas Education Code. SRO's receiving information under this Agreement shall maintain the confidentiality of student records as required by FERPA.
- 1.7 When an SRO takes a person into custody in the course of the SRO's duties under this Agreement, City shall notify LISD of the incident within the time frame required by law, to the extent permitted by law, and the disposition of the matter. In addition, to the extent permitted by applicable law, SRO's shall report to LISD all information obtained during the LPD's investigation of any SRO's reported incident involving a LISD student, for the purposes of determining appropriate disciplinary actions and modifications of LISD education programs, as a result of the SRO reported incident, if any.

- 1.8 LISD agrees to provide appropriate on-campus office space for SROs occupancy and use while on duty.
- 1.9 LISD agrees to appoint School Attendance Officers in accordance with Chapter 25 of the Texas Education Code who will maintain records, investigate offenses, make notifications, and file the appropriate violations in the court having jurisdiction over matters of attendance. The School Attendance Officers may solicit the assistance of SROs assigned under this Agreement to detain or escort a student in violation of Chapter 25 of the Texas Education Code.
- 1.10 LISD agrees to maintain a Multi-Hazard Emergency Operations Plan in accordance with Chapter 37 of the Texas Education Code. LISD agrees to conduct drills and exercises required by the statute, jointly with the City and other identified stakeholders.
- 1.11 LISD agrees that the Lampasas Chief of Police or her/his designee(s) will serve as a member of the LISD School Safety and Security Committee. LISD agrees the Lampasas Chief of Police or her/his designee(s) shall be included in LISD safety meetings and LISD security audits and that copies of any related reports will be made available to the Lampasas Chief of Police.
- 1.12 LISD agrees to appoint a 'point of contact' who will be responsible for the triennial security audit of each LISD campus and who will consult with the SROs assigned under this Agreement for their input and review of each LISD campus in the triennial audit process.
- 1.13 LISD agrees that SRO and/or LPD police officer services for areas outside of the Service Area and/or for LISD's extracurricular activities and events within the Service Area, which take place outside of Normal School Hours (i.e., 8:00 am – 4:00 pm) are not Services covered under the terms of this Agreement. Nothing in this Agreement prevents LISD from continuing its practice of hiring 'off-duty' Lampasas police officers to provide security at LISD sporting events and/or other LISD special events. Both Parties agree and acknowledge that the terms of this Agreement shall not govern off-duty peace officers work, pay or responsibilities when such City employees/officers are retained by LISD for such non-SRO purposes.
- 1.14 SRO duties shall be performed during normal workdays in the active LISD school year, which generally includes one hundred eighty-seven (187) days during each calendar year. "Normal Workdays" refers to the usual or Normal School Hours the officer may be required to work during any calendar week that the LISD is in session, during the normal school session. While school is in session, SROs will be assigned to one or more schools on a full-time basis, for a forty (40) hour work week, minus any scheduled vacation time, sick time, training time, compensation time, and/or less any other 'police-related activity', including any emergencies or urgent civil need events such as civil disasters, riots or other civil disturbances.

Overtime hours that relate to regular law enforcement duties, or that reasonably relate to LISD campus duties must be authorized and approved by the SRO's City police supervisor prior to the performance of the overtime work and will be paid solely in accordance with procedures established by the City's personnel and financial policies.

- 1.15 The Parties agree that every effort should be made to schedule and/or designate SROs vacation days, compensatory time, and other 'days off' at times when LISD school is not in session or at other times when the absence of SROs will not otherwise cause unnecessary risks to the LISD community and student body.
- 1.16 LISD understands and agrees that, notwithstanding other provisions herein, the SROs shall at all times be officers and employees of the City of Lampasas and shall be primarily responsible to, answerable to and under the command of the Lampasas Chief of Police and or the City, and shall remain under the control of the City and the chain of command of the Chief of Police of the Lampasas Police Department.
- 1.17 Patrol and other law enforcement duties of the SROs shall be performed with the use of City-owned vehicles, uniforms and equipment, appropriately marked to designate and notify that law enforcement services are being performed under the authority of the City of Lampasas Police Department.
- 1.18 The Parties agree that they will use their best, reasonable efforts to coordinate media relations pertaining to any and all law enforcement incidents and investigations occurring pursuant to the work of SROs and this Agreement, prior to the release of information, whenever possible. It is understood and agreed that, depending on the nature of an incident, law enforcement personnel, including SROs and other members of the City's Police Department may be required to conduct 'on-scene' interviews and/or briefings for the media, without prior coordination between the Parties. Information will only be released by a Party in accordance with established law and the existing policies and procedures of the City of Lampasas and the Lampasas Police Department.

II.

TERM OF CONTRACT:

- 2.1 The Parties agree that this Agreement shall commence on October 1, 2022 and shall continue in full force and effect for a three-year period, ending at close of business on September 30, 2025, and, subject to the mutual agreement of the Parties, shall thereafter automatically annually renew for an additional twelve (12) month term ("Renewed Term"), unless the Parties hereto shall have previously exercised their right to cancel this Agreement, as hereinafter provided. This Agreement will be reviewed by all Parties every six –months to ensure its efficacy and accuracy and, if necessary in the mutual opinion of the representatives of the Parties, it will be

presented to the governing bodies of the LISD and the City for revision, as necessary. If revised, on the mutual agreement of the Parties, such amendments shall be memorialized in writing, appended hereto.

- 2.2 This Agreement may be terminated at any time by either Party, with or without cause, upon the provision of written notice to the non-terminating Party given One Hundred Eighty (180) days prior to September 30 of the contract year. Notice shall be delivered by hand or U.S. Certified Mail to the non-terminating Party. No termination will relieve the obligation of LISD to pay Lampasas for any amounts due and payable for SRO Services performed hereunder, prior to the termination date, i.e., the last day of SRO service to LISD.
- 2.3 This Agreement may be terminated by either Party, **for cause**, upon the provision of written notice to the non-terminating Party given thirty (30) days prior to the termination, should a Party fail to substantially perform in accordance with the terms of this Agreement, through no fault of the terminating Party. Notice shall be delivered as set forth in Section 2.2, supra.

III.

PAYMENT OF SERVICES:

3.1 LISD certifies that all payments due under this Agreement shall be paid out of current fiscal year funds and agrees to pay to the City one-hundred percent of the SROs' actual salaries, benefits, administrative fees and other reasonable SRO costs as noted in 3.1 (a), and per the financial estimate provided in attached Exhibit A, in two (2) payments during each contract year, as follows: (1) LISD shall remit 50% of the estimated total annual payment for all SRO salaries and costs to the City on or before October 15th of each contract year, [i.e., the "First Six-Months' Payment"], and (2) the City will notify LISD of the remaining amount due, on or before July 31st of each contract year, after performing a true up of all actual (i.e., incurred) costs outstanding for the contract year, and LISD shall then remit the remaining contract amount due to the City for SRO services under this Agreement for that contract year, on or before August 30th of each contract year, [i.e., the "Second Six-Months' Payment"]. (Together, the "SRO Payments") SRO Payments are made by LISD for the purpose of subsidizing the expenses incurred by the City in the employment and retention of commissioned peace officers to provide Services on all LISD properties and campuses, as herein provided. Because this Agreement is for a number of years, and both Parties recognize that personnel salaries, benefits and expenses are not static over time, the Parties agree that, at such times as are convenient and necessary, they shall discuss and adjust and/or recalculate SRO Payments, when there exist circumstances and/or conditions making such adjustments necessary, equitable and/or desirable to fairly and adequately accomplish the objectives of this Agreement.

The consideration paid by LISD to the City shall be as follows ("Consideration"):

- a. LISD shall pay CITY the prorated sum of 9 months of three (3) commissioned peace officer(s)' Salary Expenses who are assigned to provide SRO services to LISD at the LISD middle school and elementary school Campuses. "Salary Expenses" shall include, but is not limited to, salary, insurance, and other benefits of similarly-situated employees of the City of Lampasas, as detailed in Exhibit A, attached hereto, and incorporated herein for all purposes.
- b. LISD shall pay CITY the full sum of the annual (12 month) Salary Expenses of the Sergeant SRO who is assigned to provide supervisory services under the Agreement, and of the SRO assigned to the High School. "Salary Expenses" include, but are not limited to, salary, insurance other benefits of similarly-situated employees of the City of Lampasas, as detailed in Exhibit A, and incorporated herein for all purposes.
- c. For the term of this Agreement, LISD shall pay the City, as consideration for the capital investment of vehicles and equipment related to SROs, the one-time sum of \$50,000.00, to be remitted by LISD to the City on or before August 30, 2023.

3.2 The total amounts that shall be paid by LISD for all services under this Agreement, including but not limited to, salaries, benefits, personnel related costs, associated costs of providing services, including but not limited to furnishing adequate and appropriate SRO supplies, equipment, and vehicles and any contractual services necessary for the performance of SRO duties, for the first 12 months shall be as is detailed on attached Exhibit A.

3.3 The Parties agree that SROs shall be employed by the City, and shall be and remain employees of the City and, as such, shall be provided with all salaries and benefits of similarly-situated and classified employees of the City.

3.4 LISD shall not be relieved of its obligation to pay the entire amount described in this Agreement in the event that the City exercises its right to temporarily reassign the SROs when, in the sole judgment of the City, any officer's service are temporarily required in response to a citywide emergency or urgent civil event, or in the event that the SROs are temporarily absent due to sickness, injury, family medical leave, training, or court appearances.

3.5 LISD understands that complete SRO staffing, as set out in this Agreement, is necessarily subject to workforce availability, and over the term of the Agreement, there may be periods where, due to resignation, retirement or reassignment, which the Parties agree constitutes a Force Majeure event, as defined herein below, the City may temporarily deploy fewer than five SRO to LISD, or may deploy alternative SROs, as necessary to fulfill the City's obligations to the LISD and the Lampasas community at

large. In such cases, the City will provide LISD with notification of vacancy, and the anticipated timeframe for filling the vacant SRO position.

IV.

RELATIONSHIP OF PARTIES:

4.1 Notwithstanding any provision to the contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by governmental entities.

4.2 The Services provided for herein are governmental functions, and the City and LISD shall be engaged in the conduct of a governmental function while providing and/or performing any Service pursuant to this Agreement.

4.3 The relationship of LISD and the City shall, with respect to that part of any service or function undertaken as a result of or pursuant to this Agreement, be that of independent contractors.

4.4 Nothing contained herein shall be deemed or construed by the Parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint-venturers, or any other similar such relationship between the Parties hereto.

4.5 LISD shall be solely responsible, as between LISD and the City and the agents, officers, and employees of the City, for and with respect to any claim or cause of action arising out of or with respect to any act, omission, or failure to act by LISD or its agents, officers, employees, and subcontractors, while on LISD property or while using any LISD facility or performing any function or providing or delivering any service undertaken by LISD pursuant to this Agreement, but only to the extent that immunity from suit and liability for Texas school districts is waived by the Texas Tort Claims Act as of the date of this Agreement. This section 4.5 shall not be construed to impose any duty on LISD's part to indemnify or hold harmless the City or any other person or entity, or otherwise to require LISD pay any money to the City or any other person or entity.

4.6 The City shall be solely responsible, as between the LISD and the City and the agents, officers, and employees of LISD, for and with respect to any claim or cause of action arising out of or with respect to any act, omission, or failure to act by the City or its agents, officers, employees, and subcontractors, while performing any function or providing or delivering any Service undertaken by the City pursuant to this Agreement.

V.

INSURANCE:

5.1 LISD Insurance or Coverage. The City shall have no liability whatsoever for or with respect to LISD's use of any LISD property or facility, or the actions of, or failure to

act by, any employees, subcontractors, agents, or assigns of LISD, and LISD covenants and agrees as follows:

5.1.1 For and with respect to LISD property or LISD's use of any LISD facility, LISD hereby contracts, covenants, and agrees to obtain and maintain in full force and effect, during the term of this Agreement, a policy or policies of insurance, or risk pool coverage, in amounts sufficient to insure LISD and its agents, officers, and employees from and against any claim, cause of action, or liability arising out of or from the action, omission, or failure to act by LISD, its agents, officers, employees, and subcontractors in the course of their duties.

5.2 City's Insurance or Coverage. LISD shall have no liability whatsoever for the actions of, or failure to act by, any employees, subcontractors, agents, or assigns of the City, and the City covenants and agrees as follows:

5.3 The City shall be solely responsible, as between the LISD and the City and the agents, officers, and employees of LISD, for and with respect to any claim or cause of action arising out of or with respect to any act, omission, or failure to act by the City or its agents, officers, employees, and subcontractors, while performing any function or providing or delivering any Service undertaken by the City pursuant to this Agreement.

5.4 For and with respect to the Services to be provided by the City to LISD pursuant to this Agreement, the City hereby contracts, covenants, and agrees to obtain and maintain in full force and effect, during the term of this Agreement, a policy or policies of insurance, or risk pool coverage, in amounts sufficient to insure the City and its agents, officers, and employees from and against any claim, cause of action, or liability arising out of or from the action, omission or failure to act by the City, and its agents, officers, employees, and subcontractors in the course of their duties.

5.5 It is specifically agreed that, as between the Parties, each Party to this Agreement shall be individually and respectively responsible for responding to, dealing with, insuring against, defending, and otherwise handling and managing its liability and potential liability pursuant to this Agreement. Each Party hereto reserves and does not waive any defense available to it at law or in equity as to any claim or cause of action whatsoever that may arise or result from the services provided and/or any circumstances arising under this Agreement. This Agreement shall not be interpreted nor construed to give to any third party the right to any claim or cause of action, and neither the City nor LISD shall be held legally liable for any claim or cause of action.

5.6 No Party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, councilmembers, officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants and agreements contained herein.

VI.

NON-APPROPRIATIONS:

6.1 Funds are not budgeted for performance under this Agreement beyond a fiscal year budget. LISD shall have no liability for payment for services if no service is performed by the City after the end of any fiscal year or school year. Conversely, the Parties acknowledge and agree that the City shall have no liability for performance of Services after the end of any fiscal year or school year, unless LISD subsequently adopts a budget and pays for same.

VII.

ASSIGNMENT OF CONTRACT:

7.1 This Agreement shall bind and benefit each Party and their legal successors. Neither Party shall assign, transfer, or sub-contract any of its rights, burdens, duties or obligations under this contract without the prior written consent of the other Party to this contract.

VIII.

PLACE OF PERFORMANCE/VENUE:

8.1 All obligations of each Party to this Agreement shall be performed in the City of Lampasas, Lampasas County, Texas. The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this contract and the exclusive venue for any legal proceedings involving this Agreement shall be Lampasas County, Texas.

IX.

NOTICES:

9.1 All correspondence and communications concerning this Agreement, including special requests, modifications, workforce availability, or deployment of Officers shall be directed to:

Lampasas: City of Lampasas
 312 East Third Street
 Lampasas, Texas 76550
 Attention: City Manager

Copy to: Lampasas Police Department
301 East 4th Street
Lampasas, Texas 76550
Attention: Chief of Police

LISD: Lampasas Independent School District
207 West 8th Street
Lampasas, Texas 76550
Attention: Superintendent

X.

10.1 This Agreement inures to the benefit of and obligates only the Parties executing it. No term or provision of this Agreement shall benefit or obligate any person or entity not a Party to it. The Parties hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release, or other consideration under this Agreement.

XI.

SEVERABILITY PROVISIONS:

11.1 If any provisions of this Agreement are held to be illegal, invalid or unenforceable under present or future laws, then: (1) such provision shall be fully severable, and (2) this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provisions had never been a part of this Agreement, and (3) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

XII.

ENTIRE CONTRACT OF PARTIES:

12.1 This Agreement is the entire agreement between LISD and the City as to the subject matter hereof, and is the sole and only agreement of the Parties related to same, and as such, supersedes any prior understanding or written or oral agreement relative to the subject matter hereof and expressly supersedes any prior Interlocal Agreement related to this matter. This Agreement may be amended only by written instrument duly approved and executed by the Parties in accordance with the formalities of this Agreement.

XIII.

IMMUNITY:

13.1 City and LISD agree that neither Party has waived its respective governmental immunity by entering into and performing the obligations under this Agreement.

XIV.

FORCE MAJEURE:

Force Majeure: If either Party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement other than an obligation to pay or provide money, then such obligations of that Party to the extent affected by such *force majeure* and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "*force majeure*," as used herein, shall mean acts of God, disease, pandemic, epidemics, strikes, lockouts, or other industrial disturbances, acts of the public enemy, workforce shortages, strikes, lock-outs, labor disputes, orders of any kind of any governmental entity or any civil or military authority, acts, orders or delays thereof of any regulatory authorities with jurisdiction over the Parties, insurrections, riots, landslides, lightning, earthquakes, fires, hurricanes, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, or any other conditions which are not within the control of such Party. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of any Party hereto, and that the above requirements that any *force majeure* shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demand of the opposing Party or Parties when such settlement is unfavorable to it in the judgment of any Party hereto.

Workforce Availability: The Parties acknowledge that due to forces beyond their control that there may occasionally be regional and/or local shortages of available trained officers and personnel that are needed to meet the workforce standards set forth in this Agreement, which shall constitute *force majeure* event, if such circumstance arises due to no fault of a Party hereto. If such circumstance arises during the Term of the Agreement related to the City's provision of SROs to the LISD, the City will use best efforts to recruit, train and deploy qualified and acceptable employees to fill any vacant position. However, in the event that the City determines that, despite its best efforts, qualified SRO personnel is temporarily unavailable for hire, the City may utilize alternate means to provide SROs personnel to LISD including use of overtime of existing officers, or utilization of back-up supervisory LPD members. In such cases, the costs of providing such personnel to LISD shall be calculated based on actual costs of overtime or salary, not to exceed the cost of providing the personnel, if otherwise fully staffed by the City under the provisions set forth in the Agreement. If alternative means of providing personnel to the LISD are not feasible, the

City shall work with LISD to determine how to proceed until such time as employee availablely has returned to normal levels.

IN WITNESS WHEREOF, the Parties have executed this Agreement in the year and day first above written.

City of Lampasas

Finley deGraffenried, City Manager

Lampasas Independent School District

Chane Rascoe, Superintendent

Attest:

City Secretary

Appendix A

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City Manager

ITEM NO. WORKSHOP-4

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

Subject:

Discussion regarding terms of Emergency Medical Dispatch Services Interlocal Agreement with Lampasas County.

Requested By: Finley deGraffenried, City Manager

Submitted By: Finley deGraffenried, City Manager

Date Submitted: September 8, 2022

For the Agenda of: September 12, 2022

Procurement and Funding Statement:

Attachments: Draft Interlocal Agreement

Summary Statement:

This item is placed on the Workshop Agenda to provide Council the opportunity to review the terms of the draft Interlocal Agreement with Lampasas County for providing Emergency Medical Dispatch Service. The agreement generally requires payment, in year one, of all salary increases for current dispatchers, the salaries of three new dispatchers, and required equipment and software. In year's two-five the County would reimburse the City for salary and benefit expenses for three dispatchers. Staff considers the draft 95%.

Recommendation:

Staff seeks Council input and direction, and provides the opportunity for Council consideration on the regular agenda.

**AGREEMENT FOR AMBULANCE DISPATCHING SERVICES
BETWEEN
LAMPASAS COUNTY
AND
THE CITY OF LAMPASAS**

This Agreement (“Agreement”), effective on October 1, 2022, by and between Lampasas County (the “County”), a governmental entity organized and existing under the laws of the State of Texas, and the City of Lampasas, Texas (the “City”), a Home Rule Municipality, organized and existing under the laws of the State of Texas, (to be collectively referred to herein as the “Parties,” and individually as “Party.”)

RECITALS

WHEREAS, the Parties agree that the availability of ambulance dispatching services to the citizens of Lampasas County and the City of Lampasas are critically necessary and beneficial to the health and welfare of the citizens of Lampasas County and the City of Lampasas; and

WHEREAS, the Parties agree that the availability of reliable ambulance services, which depend on reliable dispatching services, are beneficial to the health, safety and welfare of the citizens of Lampasas County; and

WHEREAS, the City of Lampasas has equipment and trained City personnel necessary to receive requests made by the citizens within the County’s ambulance service area, as well as the ability to then dispatch the County’s Ambulance Service Provider’s (“ASP”) personnel, as appropriate, to respond to such citizen’s requests for ambulance services; and

WHEREAS, Lampasas County has requested that the City, through the Lampasas Police Department, provide dispatching services to the County’s ASP, pursuant to the terms of this Agreement;

WHEREAS, the Parties acknowledge and agree that a formal agreement for dispatching services allows for better coordination of the dispatching efforts and, thus, will enhance the safety, health and well-being of all citizens of Lampasas County and, accordingly, the Parties desire to enter into this written Agreement to provide for same; and

WHEREAS, this Agreement was authorized by the Commissioner’s Court of Lampasas County, Texas, by Resolution dated September 12, 2022, and by the City Council of the City of

Lampasas, by Resolution dated September 12, 2022, in accord with the Texas Interlocal Cooperation Act, Section 791.001, et seq. Government Code.

NOW THEREFORE THE CITY OF LAMPASAS, BY AND THROUGH THE CITY COUNCIL, LAMPASAS COUNTY, BY AND THROUGH THE COUNTY COMMISSIONERS, DO HEREBY AGREE AS FOLLOWS:

ARTICLE I
DEFINITIONS

As used in this Agreement, the following terms will be defined as follows:

AMBULANCE SERVICES means the provision of emergency and non-emergency transportation of the sick or injured to medical facilities or other locations, as deemed necessary and appropriate by the County, its contractor(s), and/or other persons at the scene, or those to be transported.

AMBULANCE SERVICES PROVIDER [ASP] means the professional ambulance service entity selected by the Lampasas County Commissioners to provide emergency and routine medical transport services to the citizens of Lampasas County, including those residing within the City, pursuant to the terms of a contract entered into by and between the County and their contractor for such services.

AMBULANCE DISPATCHING SERVICES means dispatching services provided to Lampasas County's ASP by the City of Lampasas' Police Department dispatching personnel, pursuant to the provisions of this Agreement.

CITY means the City of Lampasas, Texas, a State governmental entity.

CITY DISPATCHER(S) means the City of Lampasas employees working in the Lampasas Police Department, under the direction of the Lampasas Chief of Police, who have been trained to receive calls into the dispatch center and provide dispatching services, pursuant to this Agreement.

COUNTY means Lampasas County, Texas, a State governmental entity.

LAMPASAS POLICE DEPARTMENT means the Municipal Police Department of the City of Lampasas, Texas, currently led by the Chief of Police, Jody Cummings.

ARTICLE II
VARIOUS AGREEMENTS OF THE PARTIES

A. DISPATCHING SERVICES

The Parties agree that the City of Lampasas' Police Department shall operate dispatching services, as described herein, in furtherance of the Parties' goals to protect the health, safety, and welfare of the persons with the City and Lampasas County's jurisdictional service area, and that these dispatching service cannot be similarly furnished to the County's ASP by other individuals or entities without the efforts of the City of Lampasas, its Police Department personnel, and the City's participation pursuant to this Agreement. Further, the Parties agree and acknowledge that this dispatching service, provided by the City Police Department constitutes a public service by a governmental entity with immunity for the City and the County, their employees, agents, contractors, representatives, and personnel being invoked to the full extent applicable under the laws of the State of Texas.

The Parties hereby agree and acknowledge that, in order to perform the duties envisioned by the terms of this Agreement, in addition to the equipment and personnel currently in the possession or and/or employed by the City, the City will be required to purchase, installed, house and maintain additional equipment and software, as well as employ and train additional dispatchers, to meet the dispatching needs of the County's ASP and the terms of this Agreement.

The Parties agree that, twice a year, through the duration of the Agreement, beginning on the first Monday of the calendar quarter, after the effective date of this Agreement, the Lampasas City Manager and Chief of Police will meet and/or otherwise communicate with a designated representative of the County Commissioners to determine and discuss whether the dispatching services provided by the City under this Agreement by the have been sufficient and satisfactory to the County and its ASP. If both representatives recognize and recommend adjustments to the Agreement, they will present same to their respective governing bodies for consideration and possible approval, and, if adopted by both governing bodies, then such changes shall be included in this Agreement, in writing, as Amendments hereto.

The Parties acknowledge and agree that dispatching services to be provided by the City under this Agreement are based solely on currently existing service demands, public convenience, and

existing need and necessity of the citizens of Lampasas County and the City of Lampasas, and that if such demands change in the future, amendments to this agreement may be required.

The Dispatching Services provided pursuant to this Agreement may be terminated by giving the other Party one-hundred eighty (180) days written notice of a desire to terminate the Dispatching Services provided to the County by the City, pursuant to the Agreement, for cause or no cause.

The Parties acknowledge and agree that the contracting, scheduling and assignment of the Ambulance Services to Lampasas County shall be controlled solely by the County, its designee, or its chosen contractor.

The Parties acknowledge and agree that the employment, scheduling and assignment of the City's employees/dispatcher(s) shall be controlled solely by the City, or its designee.

The City, through the employees, contractors, agents, and/or personnel, agrees to provide Dispatching Services to the County's contractual ASP in response to requests placed by the citizens of Lampasas County and the City of Lampasas, as follows:

- 1) The City, has, at its expense hired a number of individual(s), who have been trained by the City in basic dispatching operations and services, and who have been further trained by the City in procedures related to dispatching requirements and procedures concerning Police department dispatching and record keeping for same;
- 2) The Parties acknowledge and agree that the Lampasas City Dispatcher(s) may have employment responsibilities and duties to address citizen requests for the City in addition to those required for dispatching Lampasas County ambulance services;
- 3) The Lampasas City Dispatcher(s) will provide ambulance service requests, directed to the Lampasas City Dispatch Center by citizens of Lampasas County and the City of Lampasas;
- 4) The City will be solely responsible for scheduling and maintaining a twenty-four (24) hour, seven (7) day per week, 365 days per year, communication/dispatch center to receive requests for ambulance service and dispatch Ambulance Services personnel and equipment to respond to such calls within the County's service area, at all times during the term of this Agreement and any extensions thereof, beginning October 1, 2022;

- 5) The Lampasas City Dispatcher(s) will be located in the Lampasas City Police Department, in Lampasas, Texas;
- 6) The County shall pay all actual costs associated with the purchase and/or installation of all radio communication equipment required in addition to that already installed and in use at the Lampasas Police Department, as noted in Exhibit A, attached hereto and incorporated for all purposes. Once procured and placed in service, the Parties agree that all existing and future required dispatching equipment shall remain the property of the City and may be removed, replaced, repaired or otherwise disposed of by the City, at its sole discretion;
- 7) The City shall provide the space, desk, administrative oversight, and other general office supplies that will be used in the dispatching center for Dispatching Services, to be located at the Lampasas Police Department, at 301 East Fourth Street, Lampasas, Texas, at no cost or charge to the County or to the County's ASP.
- 8) Unless otherwise required by law, the City shall provide no information regarding ambulance service requests dispatched by the City to the County's ASP concerning any particular call or incident.
- 9) Unless the Lampasas City Council directs otherwise, the Parties agree that the Lampasas Chief of Police will act as the City of Lampasas' contact and contract administrator concerning this Agreement;
- 10) Unless the Lampasas County Commissioners Court directs otherwise, the Parties agree that the County Judge and one additional appointed Commissioner will act as the Lampasas County contact and contract administrator concerning this Agreement;
- 11) The City Police Department will, in its usual course of business, maintain records that memorialize the services provided to the County's ASP under this Agreement;
- 12) The City's Daily Log of Dispatching Services calls, which will be available to the County for review, if it so desires, generally include the following information:
 - A. The type of call received;
 - B. The time the call was received;
 - C. The time the call was dispatched;
 - D. The time the unit(s) arrived at the scene, if units provide feedback as required;

- E. The location to which the unit(s) were dispatched, if known or provided by the caller;
 - F. The case number, if any.
- 14) The City shall provide all dispatch training required by any Lampasas City employees, contractors, representatives, agents or personnel who will act as the City's employees/dispatcher(s) pursuant to this Agreement which will be paid for by the County as indicated on Exhibit A, attached hereto;
 - 15) The County and the City mutually acknowledge and agree that the City, the Lampasas Police Department, the Lampasas Dispatcher(s) and each of their agents, contractors, representatives, employees, and personnel assume no responsibility for any act or omission of any Ambulance Service Provider to the county or of their personnel and equipment sent to calls;
 - 16) The County agrees that it will be responsible for providing the Lampasas employee/dispatcher(s) with all applicable mapping and routing information necessary to perform dispatching services required by this Agreement, if any are necessary or required by the City for such dispatching services. Further, the County shall update this information, as needed, to ensure that the Lampasas employee/dispatcher(s) have current mapping and routing information at all times; and
 - 17) The Parties agree and acknowledge that the all dispatching for Ambulance Services within the County's service area shall be handled/dispatched exclusively by the City on the frequencies determined by the City, unless because of emergency circumstances, it is not possible to do so.

ARTICLE III

COMPENSATION TO CITY FOR DISPATCHING SERVICES

The Parties acknowledge and agree that, in order for the City to perform the Dispatching Services detailed herein to the County's ASP, it is necessary for the City to utilize eight (8) City personnel who are employed in the Lampasas Police Department and who are trained to perform such dispatching services. Additionally, the Parties acknowledge and agree that to perform these dispatching services the City may need to procure additional equipment and software necessary to

interface with the County's ASP and adequately provide ambulance dispatching services throughout the County's service area for the term of up to five (5) years, beginning October 1, 2022 and ending on September 30, 2027. (Agreement "Term") To perform ambulance dispatching service to the County's ASP, the City will provide eight (8) fully qualified, trained and competent employees/dispatchers to fully staff the LPD dispatching station on a 24/7/365 basis, for the duration of the Term of the Agreement. Additionally, the City shall provide the space and obtain, install and maintain at the Lampasas Police Department all dispatching equipment needed to provide the level of dispatching service Lampasas County's and its ASP require to provide service to the citizens, for the Term of this Agreement.

In consideration for the City's dispatching services to the County and its ASP, as set forth herein, the County agrees to compensate the City as follows:

- 1) As compensation to the City for its Ambulance Dispatching Service, under this Agreement, the County agrees to reimburse the City for the following costs:

Year 1: The County shall pay for 100% of all costs associated with the City's expenses related to the Ambulance Service Dispatching, not to exceed \$282,000.00, including the following:

- a. Any increase in the annual wages/salaries, benefits, leave times and/or insurance costs related to the four (4) current dispatchers employed in the Lampasas Police Department due to additional duties and certification;
- b. The annual wages/salaries, benefits, leave times and/or insurance costs related to the three (3) newly hired dispatchers who will be employed in the Lampasas Police Department to enable 24/7/365 dispatching of Ambulance Services under this Agreement, at such time as they are employed by the City as noted in Appendix/Exhibit A, and subject to periodic adjustments related to compensation, cost of benefits and other variable workforce costs and issues;
- c. Any costs related to training or courses that are required for the LPD dispatchers, pertaining to Ambulance Service dispatching for the County's ASP;
- d. Cost of acquisition of any equipment or hardware necessary to upgrade the City's/LPD's dispatching network to meet the dispatching needs of the County's ASP, if any;

- e. Cost of dispatching software required to perform Ambulance dispatching for the County’s ASP and its contractor, if any.

Years 2-5:

- a. The annual wages/salaries, benefits, leave times and/or insurance costs related to the three (3) Ambulance Service dispatchers employed in the Lampasas Police Department to enable 24/7/365 dispatching of Ambulance Services under this Agreement, with estimated costs noted in Exhibit A and subject to periodic adjustments related to compensation, cost of benefits, and other variable workforce costs; and
 - b. Costs for any upgrades to equipment and software required to perform Ambulance Dispatching Services to the County’s ASP; and
 - c. Costs of any training required for dispatchers to provide Ambulance Dispatching Services to the County’s ASP; and
- 2) The County, through its contractor, shall be solely responsible for providing and paying for all applicable mapping and routing information necessary for the City’s Dispatchers, if any, to perform the Ambulance Dispatching Services noted herein;
 - 3) In the event that the City determines that it is necessary to incur any additional costs associated with Ambulance Dispatching Services, the City shall contact the County for its consent for the expenditures prior to incurring such cost, unless required by an emergency, the County agrees that it will reimburse the City for any and all such costs within thirty (30) business days or receipt of invoice from the City for same;

ARTICLE IV

MISCELLANEOUS PROVISIONS

Term of Agreement, Termination, and Renewal. This Agreement shall be in effect for a period of five (5) years from the effective date hereof. (“Term”) One-hundred-eighty (180) days prior to expiration of this Agreement, the Parties will meet to determine if the Agreement will be renewed for an additional term of five (5) year(s), or other such term. Notwithstanding anything to the contrary, either Party to this Agreement may terminate this Agreement, with no penalty, with or

without cause, by providing the other Party with one hundred and eighty (180) calendar days written notice of its desire and intention to terminate this Agreement.

Force Majeure. If either Party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement other than an obligation to pay or provide money, then such obligations of that Party to the extent affected by such *force majeure* and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure," as used herein, shall mean acts of God, diseases, pandemics, epidemics, strikes, lockouts, or other industrial disturbances, acts of the public enemy, workforce shortages, lock-outs, labor disputes, workforce shortages, orders of any kind of any governmental entity or any civil or military authority, acts, orders or delays thereof of any regulatory authorities with jurisdiction over the Parties, insurrections, riots, landslides, lightning, earthquakes, fires, hurricanes, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or any other conditions which are not within the control of such Party. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of any Party hereto, and that the above requirements that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demand of the opposing Party or Parties when such settlement is unfavorable to it in the judgment of any Party hereto.

Workforce Availability: The Parties acknowledge that due to forces beyond their control that there may occasionally be regional and local shortages of available trained officers and personnel that are required to meet the workforce standards set forth in this Agreement, which shall constitute Force Majeure event if such circumstance arises. If such circumstance arises during the Term of the Agreement, the City will use best efforts to recruit, train and utilize qualified and acceptable LPD dispatching personnel/employees. However, in the event that the City determines that qualified personnel is unavailable in its workforce to fill the Agreement's requirements, then the City may utilize other means to provide dispatch service including use of overtime of existing staff, or utilization of back-up supervisory staff to perform such services until such time as City personnel is otherwise employed to perform the dispatching services set forth in this Agreement. In such events

the costs of providing service shall be calculated based on actual costs of overtime or salary, not to exceed the cost of providing the service if otherwise fully staffed by the City under the provisions set forth in the Agreement.

Addresses and Notices. Unless otherwise notified in writing by the other, the addresses of the County and the City are and shall remain as follows:

Lampasas County

Attn: Lampasas County Judge
County Courthouse
Lampasas, Texas 765502

Copy To:

Mr. John Greenwood
District Attorney
Lampasas, Texas 76550

The City of Lampasas

Attn: Finley DeGraffenried , City Manager
312 East 3rd Street
Lampasas, Texas 76550

Copy To: City Attorney

Attn: Jo-Christy Brown
1411 West Ave. Suite 100
Austin, TX 78703

Authority of Parties Executing Agreement. By their execution hereof, each of the undersigned Parties represents and warrants to the Parties to this document that he or she has the authority to execute the document in the capacity shown on this document.

Captions. The captions appearing at the first of each numbered section or paragraph in this Agreement are inserted and included solely for convenience and shall never be considered or given any effect in construing this Agreement.

Assignment. This Agreement may not be assigned by the County or the City to any other party without the express written consent of the other Party. Any permitted assignee of any Party shall be obligated by contract to honor the contractual obligations of the assigning Party under the terms of this Agreement.

Non-Waiver. Any waiver at any time by any Party to this Agreement of rights under this Agreement shall not constitute and shall not be deemed to be a waiver of any other rights held by any Party.

Scope of the Agreement. This is the entire Agreement between the Parties hereto. There are no other conditions, agreements or representations between the Parties except as expressed herein. This Agreement may not be amended except by written instrument executed by both Parties.

Indemnity. To the extent permitted by applicable law, but without waiver or expansion of any limits established by the Texas Tort Claims Act, each party to this Agreement will indemnify and hold harmless the other Party and their officers, affiliates, representatives, employees and agents, from and against any and all claims proximately caused by negligence, breach, or other act or omission by the indemnifying Party of its officers, employees, or agents.

Dispute Resolution. Any dispute arising from or related to this Agreement shall be addressed through mediation, prior to the filing of any civil action. Only if such alternative dispute resolution efforts fail shall the Parties seek redress of complaints through civil suit.

Construction of Agreement. The Parties acknowledge that each, and if it so chooses, their legal counsel has reviewed this Agreement and that the normal rule of construction, to the effect that ambiguities are to be resolved against the drafting Party, shall not be employed in the interpretation of this Agreement or its amendments or exhibits.

Entirety. This Agreement contains all commitments and agreements of the Parties with respect to the mutual aid to be rendered hereunder during or in connection with a disaster and/or civil emergency. No other oral or written commitments of the Parties with respect to mutual aid under this Agreement shall have any force or effect if not contained herein.

Ratification. No prior acts by the Parties, their employees, agents, volunteers, representatives, and/or contractors, performed prior to the execution of this Agreement are intended to be or shall be ratified by the Parties nor shall they be covered, in any way, by the terms of this Agreement.

Severability. If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

Validity and Enforceability. If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring

DRAFT

~~August 29~~ September 7, 2022

this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement shall continue in full force and effect.

Modification/Amendment. This Agreement shall be subject to change, amendment or modification only with the mutual written consent of the City and the County. All modifications and amendments shall be memorialized in writing between the Parties.

Third Parties. This Agreement is intended to inure only to the benefit of the Parties hereto. This Agreement is not intended to create, nor shall be deemed or construed to create, any rights in third parties not parties to this Agreement.

Governing Law and Venue. The laws of the State of Texas shall govern this Agreement. Venue for an action arising under this Agreement shall lie exclusively in Lampasas County, Texas.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original and of equal force and effect, and have agreed that the Agreement shall be effective when signed by a duly authorized representative of each Party, and on the latest date shown under the signature lines below.

APPROVED:

LAMPASAS COUNTY

By: _____
Randy Hoyer, County Judge

Date: _____, 2022

THE CITY OF LAMPASAS

By: _____
Finley DeGraffenried, City Manager

Date: _____, 2022

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City ManagerITEM NO. WORKSHOP-5

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

Subject:

Discussion regarding Short Term Rentals.

Requested By: Cathy Kuehne, Council Member

Submitted By: Becky Sims, City Secretary/Zoning Administrator

Date Submitted: September 8, 2022

For the Agenda of: September 12, 2022

Procurement and Funding Statement:

Attachments:

Summary Statement:

In June 2022 Council member Kuehne inquired about Short Term Rentals, VRBO, Airbnb etc. regulations. At the present time these uses are not defined in the City of Lampasas Zoning Regulations. Council member Kuehne asked that this item be placed on a future workshop for discussion. Staff has continued to gather data and research best practices from other municipalities. Some municipalities such as City of Burnet or City of Copperas Cove do not regulate STR and others similar to Fredericksburg have a very detailed 100-page Ordinance. The development of this type of regulation has to be done methodical with consideration to factors such as community, property owners, enforcement, regulatory authority and reasonable expectations. This item was presented to the Planning Commission at the September 1, 2022 meeting to gauge their thoughts and direction regarding short-term rentals. At this time the Commission did not feel with the handful of advertised properties available within the City Limits it was worth pursuing as a priority at this time, however; at Council direction Staff and the Planning Commission will continue to move the process forward. Staff did advise the Commission that data will still be gathered to stay abreast of standard regulations and impacts to the community to include cost and benefit of administration of a STR Ordinance.

Recommendation:

Staff seeks Council input and direction.

Things to consider about Short-Term Rentals, VRBO, Airbnb

- What constitutes a short-term rental?
 - Less than 30 days
- Property owners registering property with the City
 - Enforcement
 - Penalties for non-compliance
- Location/Zoning Districts
 - Residential
 - Commercial
 - Central Business District
- Max Occupancy
 - Square Footage
 - Bedrooms/Sleeping areas
- Parking
- Floor Plan
 - Egress/Ingress
 - Fire/Life Safety
 - ADA
- Site Plan
 - Amenities
 - Pools/Hot Tub (safety fencing)
- Fees
 - Registration Fees
- Available Rooftops
- Neighbors
- Nuisance/Noise Consideration
- Quiet Time
- Enforcement
 - Staff Time/Resources
- Value in having a Town Hall Meeting
 - Citizen input
 - Property owners
 - Property Value
- HOT Funds- *Example*
 - 7% of revenue
 - \$150 per night avg.
 - \$450.00 Fri, Sat & Sun
 - 7%=\$126.00 a month (\$1,512 annually per property)
- Contractor/Vendor- Annual Fees (\$7,500) *One example*


City ManagerITEM NO. WORKSHOP-6

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

Subject:

Discussion regarding Height Restrictions for Specific Zoning District

Requested By: Becky Sims, City Secretary/Zoning Administrator

Submitted By: Becky Sims, City Secretary/Zoning Administrator

Date Submitted: September 8, 2022

For the Agenda of: September 12, 2022

Procurement and Funding Statement:

Attachments:

Summary Statement:

Staff has been collecting data and reviewing height restriction regulations among other municipalities, as well as seeking guidance from the American Planning Association. The attached draft falls in line with how other municipalities regulate lot size and setbacks in relation to height restrictions by district. This draft focuses on multifamily (apartments), commercial, retail and industrial. At this time there is no recommended amendment to the height restrictions to residential as the max height is 2 ½ stories (35 feet) which is standard with other municipalities. This draft was presented to the Planning Commission at the September 1, 2022 meeting with no recommended changes.

Recommendation:

Discussion and Direction Only

DISTRICT	MINIMUM LOT AREA	MINIMUM DWELLING UNIT SIZE	MINIMUM LOT WIDTH	MINIMUM LOT DEPTH	MINIMUM FRONT YARD	MINIMUM REAR YARD	MINIMUM SIDE YARD	MINIMUM HEIGHT OF BUILDING	MAXIMUM LOT COVERAGE BY BUILDING
MF-2 (Apartments)	15,000 SF/ Lot 1,725 SF/ Dwelling Unit	550 SF- efficiency 600 SF- 1BR 800 SF- 2+BR	100 FT 110 FT	125 FT 135 FT	40 FT 45 FT	20 FT/ 25 FT 80 FT in excess of one story/adj to Single Family	15 FT/ 20 FT 60 FT in excess of one story/adj to Single Family	3 STORIES 4 STORIES (55 FT HEIGHT)	50%
O	6,000 SF	N/A	50 FT 60 FT	110 FT 120 FT	25 FT 30 FT	20 FT 25 FT	10 FT 15 FT	2 STORIES 3 STORIES (45 FT HEIGHT)	50%
R	8,000 SF	1200 SF	70 FT 80 FT	100 FT 110 FT	25 FT 30 FT	25 FT 30 FT	25 FT 30 FT	2 STORIES 3 STORIES (45 FT HEIGHT)	40%
CBD	N/A	N/A	N/A	N/A	N/A	N/A	N/A	3 STORIES	N/A
C	6,000 SF	N/A	60 FT	100 FT	20 FT	20 FT	15 FT	3 STORIES	50%
LI	15,000 SF	N/A	100 FT	150 FT	25 FT 30 FT	20 FT 25 FT	15 FT 20 FT	2 STORIES 3 STORIES	65%
HI	15,000 SF	N/A	100 FT	150 FT	25 FT 30 FT	20 FT 25 FT	15 FT 20 FT	3 STORIES	65%

**SECTION 22 MF-2 -- MULTI-FAMILY RESIDENTIAL-2 DISTRICT
(APARTMENTS)**

22.1 GENERAL PURPOSE AND DESCRIPTION:

The MF-2, Multi-Family Residential-2, district is an attached residential district intended to provide the highest residential density of twenty-five (25) dwelling units per acre. The principal permitted land uses will include low-rise multiple-family dwellings and garden apartments. Recreational, religious, health and educational uses normally located to service residential areas are also permitted in this district. This district should be located adjacent to a major thoroughfare and serve as a buffer between retail/commercial development or heavy automobile traffic and medium or low density residential development.

22.2 PERMITTED USES:

- A. 1. Those uses specified in Section 35 (Use Charts).
2. Multi-family dwelling greater than four (4) units per building.
3. Municipally-owned facilities and uses.
4. Leasing offices for the apartment complex.
5. Temporary field or construction office for uses incidental to construction work on the premises, which said buildings shall be removed upon the completion or abandonment of construction work or by order of the Building Official. The specific time period allowed shall be specified by the Building Official upon issuance of a temporary structure permit, and site plan review and approval by the Building Official is also required. The allowed time period may be extended for an additional one (1) year period upon approval of an extension by the Building Official.
6. Accessory buildings and uses, customarily incidental to the above uses and located on the same lot therewith, but not involving the conduct of a retail business except as provided herein:
- a. The term accessory use shall include customary home occupations as herein defined.
- b. Covered parking areas.
- c. Antennae (amateur or CB radio) or satellite dish antennae, as specified in Section 41.5.
7. Swimming Pool (private).
8. Common open space, community center, recreational building, and other facilities or amenities, provided they are for use by the residents and guests of the multi-family complex.
9. Such uses as may be permitted under the provisions of Specific Use Permits, Section 34.

22.3 HEIGHT REGULATIONS:

- A. **Maximum Height - ~~Three (3)~~ (Four (4) stories (max 55 ft) for the main building including recreational buildings; however, structures may exceed 35 feet if part of a Planned Development, or no greater than 5 over 2 if a podium structure.**
- B. All accessory buildings shall be limited to one (1) story in height.

22.4 AREA REGULATIONS:

A. Size of Lots:

1. **Minimum Lot Area** - One thousand, seven hundred twenty-five (1,725) square feet per dwelling unit, not to exceed twenty-five (25) dwelling units per acre (calculated on gross acreage). The minimum lot size shall be fifteen thousand (15,000) square feet
2. **Minimum Lot Width** - One hundred feet (100')
3. **Minimum Lot Depth** - One hundred twenty-five feet (125')

B. Size of Yards:

1. **Minimum Front Yard** - ~~Forty-five~~ **forty-five** feet (40') **(45')** All areas adjacent to a street shall be deemed front yards.
2. **Minimum Side Yard** - ~~Fifteen feet~~ **Twenty feet** (15') **(20')**; sixty feet (60') when building is in excess of one story in height and adjacent to a Single-Family Zoning District
3. **Minimum Rear Yard** - ~~Twenty-five~~ **Twenty-five** (20') **(25')**; eighty feet (80') when the building is in excess of one story and adjacent to a Single-Family Zoning District
4. **Building Separation:**
 - a. One story buildings - Ten feet (10'), for buildings with or without openings
 - b. Two story buildings (or a two-story building adjacent to a one-story building) - Fifteen feet (15'), for buildings with or without openings
 - c. Three story buildings (or a three-story building adjacent to a one- or two-story building) - Twenty feet (20'), for buildings with or without openings
 - d. **Four story buildings (or a four-story building adjacent to a one- or two-story building) - Twenty-five (25'), for buildings with or without openings**

C. Minimum Floor Area per Dwelling Unit:

1. Efficiency unit - Five hundred fifty (550) square feet per unit.
2. One-bedroom unit - Six hundred (600) square feet per unit.
3. Two- or more bedroom unit - Eight hundred (800) square feet for the first two bedrooms, plus an additional two hundred (200) square feet for every bedroom over two (e.g., three-bedroom unit must have 1,000 square feet, etc.).

D. Maximum Lot Coverage: Fifty percent (50%) total, including main and accessory buildings

E. Parking Regulations:

1. 1.75 spaces for each efficiency or 1 bedroom unit
2. 2 spaces for each 2 bedroom unit
3. 2.5 spaces for each 3 bedroom unit
4. 3 spaces for each 4 or more bedroom unit
5. All parking areas adjacent to public streets shall be screened from view. Screening may be in the form of live plant materials, berms or brick masonry walls.
6. See Section 36, Off-Street Parking and Loading Requirements, for additional requirements.

22.5 REFUSE FACILITIES:

- A. Every multi-family dwelling unit shall be located within two hundred and fifty feet (250') of a refuse facility; measured along the designated pedestrian and vehicular travel way. A refuse facility shall be a dumpster or other similar receptacle designed for receiving garbage in bulk for more than one dwelling. Refuse dumpsters shall be no closer than thirty feet (30') to any adjacent single-family property.
- B. Each refuse facility shall be screened from view on three (3) sides (gate on fourth side is optional) from persons standing at ground level on the site or immediately adjoining property, by a solid screening device constructed of materials approved by the Building Official and not less than six (6) feet in height, or by an enclosure within a building. Refuse containers shall be provided and maintained in a

manner to satisfy local public health and sanitary regulations. Each refuse facility shall be located so as to provide safe and convenient pickup by refuse collection agencies. (See Illustration 11 for refuse container enclosure diagrams).

22.6 SPECIAL REQUIREMENTS:

- A. Single-family or duplex units constructed in this district shall conform to SF-6 and 2F district standards, respectively.
- B. Recreational vehicles, travel trailers or motor homes may not be used for on-site dwelling purposes.
- C. Open storage is prohibited.
- D. The front door of each dwelling unit shall be no more than one hundred fifty feet (150') from a fire lane (measured by an unobstructed pathway, or route, for fire hoses).
- E. A paved walkway shall connect the front door of each ground floor unit to a parking area.
- F. Buildings shall not exceed two hundred feet (200') in length.
- G. Boats, campers, trailers and other recreational vehicles shall be prohibited unless oversize parking areas are provided as part of the approved site plan. This parking area shall not be used to meet the minimum parking requirements and shall not be visible from a public street.
- H. All buildings containing residential units shall provide signage which clearly identifies the numbers (i.e., addresses) of the units within each building. Signage shall be visible from entrances into the complex and/or from vehicular drive aisles within the complex such that each individual unit is easy to locate by visitors, delivery persons, and/or emergency personnel.
- I. All parking areas shall have appropriate lighting and positioned such that no light adversely impacts adjacent residential areas.
- J. Swimming pools shall be enclosed by a security fence not less than six (6) feet in height. All swimming pool security fences shall be constructed so as not to have openings, holes or gaps larger than two (2) inches in dimension, except for doors and gates. All doors and gates shall be equipped with self-closing, self-latching devices.
- K. **Other Regulations:** As established in the Development Standards, Sections 36 through 44.

22.7 USABLE OPEN SPACE:

- A. Each lot or parcel of land which is used for multi-family residential uses shall provide usable open space area(s) on at least twenty percent (20%) of the total lot area. Required open space area(s) shall be located on the same lot or parcel of land upon which the multi-family uses are located.

SECTION 24 0 -- OFFICE DISTRICT

24.1 GENERAL PURPOSE AND DESCRIPTION:

The O, Office, district is established to create a flexible district for low intensity office and professional uses. The district can be used as a transition district between more intense uses and residential uses. Permitted uses should be compatible with adjacent residential areas by limiting heights to two (2) stories and utilizing buffers and landscape requirements. Adaptive reuse of existing structures is encouraged. Buildings in this district should be compatible and in similar scale with residential uses and adjacent property.

24.2 PERMITTED USES:

- A. 1. Those uses specified in Section 35 (Use Charts).
2. Accessory uses to the main use.
3. Professional, administrative, and general office uses.
4. Uses permitted by Specific Use Permit, according to Section 34.

24.3 HEIGHT REGULATIONS:

- A. **Maximum Height** –~~Two~~ **Three (2) (3)** stories (see Subsection 24.4(A)4.).

24.4 AREA REGULATIONS:

A. Size of Yards:

1. **Minimum Front Yard:** ~~Twenty-five~~ **Thirty-feet (25') (30')**; all yards adjacent to a street shall be considered a front yard, except that a corner lot may reduce the front yard to fifteen feet (15') provided the lot is not adjacent to a residential lot front yard, in which case the setback shall be the same as the neighboring residential lot.
2. **Minimum Side Yard:** ~~Ten~~ **Fifteen feet (10') (15')**
3. **Minimum Rear Yard:** **Twenty-five feet (20') (25')**
4. **Adjacent to a Single-Family District:** The side or rear setback, whichever is adjacent to the single-family zoning district, shall observe a sixty-foot (60') setback if the office use is over one story in height.

B. Size of Lots:

1. **Minimum Lot Size:** Six thousand (6,000) square feet
2. **Minimum Lot Width:** ~~Fifty-Sixty~~ feet (~~50~~)-(60')
3. **Minimum Lot Depth:** One hundred ~~ten~~ **twenty** feet (~~110~~) (120')

- C. **Maximum Lot Coverage:** Fifty percent (50%); including accessory buildings.

24.5 SPECIAL DISTRICT REQUIREMENTS:

A. Parking Requirements:

1. As established by Section 36, Off-Street Parking and Loading Requirements.
- B. Open storage is prohibited.
 - C. For site plan requirements, see Section 40.
 - D. Recreational vehicles, travel trailers or motor homes may not be used for on-site dwelling or nonresidential purposes.
 - E. **Other Regulations** - As established in the Development Standards, Sections 36 through 44.

SECTION 26 R -- RETAIL DISTRICT

26.1 GENERAL PURPOSE AND DESCRIPTION:

The R, Retail, district is established to provide areas for neighborhood, local and regional shopping and service facilities for the retail sales of goods and services. These shopping areas should utilize established landscape and buffering requirements. The R district should be located along or at the intersection of major collectors or thoroughfares to accommodate higher traffic volumes.

26.2 PERMITTED USES:

- A. 1. Those uses specified in Section 35 (Use Charts).
2. Such uses as may be permitted under the provisions of Specific Use Permits, Section 34.

26.3 HEIGHT REGULATIONS:

- A. **Maximum Height** - ~~Two~~ **Three (2) (3)** stories.

26.4 AREA REGULATIONS:

A. **Size of Lot:**

1. **Minimum Lot Area** – Eight thousand (8,000) square feet
2. **Minimum Lot Width** - ~~Seventy~~ **Eighty** feet (70') (80')
3. **Minimum Lot Depth** – One hundred-~~ten~~ feet (100') (110')

B. **Size of Yards:**

1. **Minimum Front Yard** - ~~Twenty-five~~ **Thirty** feet (25') (30')
2. **Minimum Side Yard** – ~~Fifteen feet~~ **Twenty** (15') (20') adjacent to a street or public right-of-way
3. **Interior Side Yards** – Ten feet (10') when adjacent to existing residential uses or vacant property zoned for residential use. No setback is required when adjacent to existing retail or other non-residential uses or vacant property zoned for retail or non-residential uses, provided structure complies with the building code.
4. **Minimum Rear Yard** – ~~Fifteen~~ **Twenty** feet (15') (20')

- C. **Maximum Lot Coverage:** Forty percent (40%).

D. **Parking Regulations:**

1. As required by Section 36, Off-Street Parking and Loading Requirements.

26.5 SPECIAL REQUIREMENTS:

- A. For site plan requirements, see Section 40.
- B. No Recreational Vehicle Park will be allowed without first obtaining a "Special Use Permit", as set forth by Section 34 of the City of Lampasas Comprehensive Zoning Ordinance.
- C. Open Storage shall not exceed twenty-five (25%) of the inside total floor area of the main structure of the business. Open storage shall not occupy any required parking space(s), or traffic circulation drive aisle, and/or fire lane(s).
- D. The minimum size for a permanent structure shall be 1,200 square feet. Any permanent structure less

than 1,200 square feet will require a “Specific Use Permit” as set forth by Section 34 of the City of Lampasas Comprehensive Zoning Ordinance.

- E. No temporary/portable building will be allowed without first obtaining a “Specific Use Permit”, as set forth by Section 34 of the City of Lampasas Comprehensive Zoning Ordinance.
- F. **Other Regulations** - As established in the Development Standards, Sections 36 through 44.

SECTION 29 LI -- LIGHT INDUSTRIAL DISTRICT

29.1 GENERAL PURPOSE AND DESCRIPTION:

The LI, Light Industrial, district is intended primarily for the conduct of light manufacturing, assembling and fabrication, and for warehousing, research and development, wholesaling and service operations that do not typically depend upon frequent customer or client visits. Such uses do require accessibility to major thoroughfares, major highways, and/or other means of transportation.

29.2 PERMITTED USES:

- A. The following uses are permitted in the LI district, provided that such light manufacturing or industrial operations shall not disseminate dust, fumes, gas, noxious odor, smoke, glare, or other atmospheric influence beyond the boundaries of the property upon which such use is located, and which produces no noise exceeding the average intensity of noise of street traffic, as further defined by the Performance Standards (Section 42), at that point, and provided that such use does not create fire or safety hazards on surrounding property.
1. Those uses specified in Section 35 (Use Charts).
 2. Light industrial, fabrication and manufacturing plants, including the assembling of prefabricated parts for the production of finished equipment, where the process of manufacturing or treatment of materials is such that no dust, odor, fumes, gas, smoke or noise is emitted, and not more than ten percent (10%) of the lot or tract is used for the open storage of products, materials, or equipment (see Section 39 for additional screening requirements).
 3. Such uses as may be permitted under provisions of Specific Use Permits, Section 34.

29.3 HEIGHT REGULATIONS:

A. Maximum Height:

1. Occupied structures/buildings - ~~Thirty-Forty-five feet (35')~~ **(45')**, or ~~two three (2) (3)~~ stories
2. Unoccupied structures (e.g., grain silos, etc., except communications antennae, see Section 41.5C) - No height limit unless adjacent to a residential zoning district (AG, SF-20, SF-10, SF-8, SF-6, SF-PH, 2F, SFA, MF-1, MF-2 and MH), whereas additional setback (i.e., front, side, rear yard) distance must be provided from the residential zoning district boundary line of one (1) additional foot for each foot that such structures exceed thirty-five feet (35').

29.4 AREA REGULATIONS:

A. Size of Lot:

1. **Minimum Lot Area** - Fifteen thousand (15,000) square feet
2. **Minimum Lot Width** - One hundred feet (100')
3. **Minimum Lot Depth** - One hundred fifty feet (150')

B. Size of Yards:

1. **Minimum Front Yard** - ~~Twenty-five~~ **Thirty** feet (25') **(30')**
2. **Minimum Side Yard** - ~~Fifteen~~ **Twenty** feet (15') **(20')**; twenty-five feet (25') on a corner lot
3. **Minimum Rear Yard** - ~~Twenty-five~~ feet (20') **(25')**; forty feet (40') if adjacent to single-family uses or zoning district

- C. **Maximum Lot Coverage:** Sixty-five percent (65%)
- D. **Parking Regulations:** As established by Section 36, Off-Street Parking and Loading Requirements.

29.5 **SPECIAL REQUIREMENTS:**

- A. For site plan requirements, see Section 40.
- B. No permanent use of temporary buildings or dwellings.
- C. **Other Regulations:** As established in the Development Standards, Sections 36 through 44.

SECTION 30 HI -- HEAVY INDUSTRIAL DISTRICT

30.1 GENERAL PURPOSE AND DESCRIPTION:

The HI, Heavy Industrial, district is intended primarily for the conduct of general manufacturing, assembling and fabrication, and for larger-scale warehousing, research and development, wholesaling and service operations that do not typically depend upon frequent customer or client visits. Such uses do require accessibility to major thoroughfares, major highways, and/or other means of transportation.

30.2 PERMITTED USES:

- A. The following uses are permitted in the HI district, provided that such general manufacturing or industrial operations shall not disseminate dust, fumes, gas, noxious odor, smoke, glare, or other atmospheric influence beyond the boundaries of the property upon which such use is located, and which produces no noise exceeding the average intensity of noise of street traffic, as further defined by the Performance Standards (Section 42), at that point, and provided that such use does not create fire or safety hazards on surrounding property.
1. Those uses specified in Section 35 (Use Charts).
 2. General industrial, fabrication and manufacturing plants, including the production of products from raw materials and the assembling of prefabricated parts for the production of finished equipment, where the process of manufacturing or treatment of materials is such that dust, odor, fumes, gas, smoke or noise may be emitted (in compliance with the Performance Standards, Section 42), and not more than twenty percent (20%) of the lot or tract is used for the open storage of products, materials, or equipment (see Section 39 for additional screening requirements).
 3. A "high risk or hazardous industrial use" is permitted by Specific Use Permit only. In this district, "high risk or hazardous industrial use" means any industrial use whose operation, in the opinion of the Building Official, involves a much higher than average risk to public health and safety. These uses include, but are not limited to, facilities where significant amounts of radiation, radioactive materials, highly toxic chemicals or substances, or highly combustible or explosive materials are present, used, produced, stored and/or disposed of.
 4. Such uses as may be permitted under provisions of Specific Use Permits, Section 34.

30.3 HEIGHT REGULATIONS:

A. Maximum Height:

1. Occupied structures/buildings - Forty-five feet (45'), or three (3) stories
2. Unoccupied structures (e.g., grain silos, etc., except communications antennae, see Section 41.5C) - No height limit unless adjacent to a residential zoning district (AG, SF-20, SF-10, SF-8, SF-6, SF-PH, 2F, SFA, MF-1, MF-2 and MH), whereas additional setback (i.e., front, side, rear yard) distance must be provided from the residential zoning district boundary line of one (1) additional foot for each foot that such structures exceed forty-five feet (45').

30.4 AREA REGULATIONS:

A. Size of Lot:

1. **Minimum Lot Area** - Fifteen thousand (15,000) square feet
2. **Minimum Lot Width** - One hundred feet (100')

3. **Minimum Lot Depth** - One hundred fifty feet (150')

B. Size of Yards:

1. **Minimum Front Yard** - ~~Twenty-five~~ Thirty feet (25') (30')

2. **Minimum Side Yard** - ~~Fifteen~~ Twenty feet (15') (20'); twenty-five feet (25') on a corner lot

3. **Minimum Rear Yard** - Twenty-five feet (20') (25'); forty feet (40') if adjacent to single-family uses or zoning district

C. **Maximum Lot Coverage:** Sixty-five percent (65%)

D. **Parking Regulations:** As established by Section 36, Off-Street Parking and Loading Requirements.

30.5 **SPECIAL REQUIREMENTS:**

A. For site plan requirements, see Section 40.

B. No permanent use of temporary buildings or dwellings.

C. **Other Regulations:** As established in the Development Standards, Sections 36 through 44.


City ManagerITEM NO. WORKSHOP-7

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

Subject:

Discussion regarding Board term expirations and current vacancies

Requested By: Becky Sims, City Secretary

Submitted By: Becky Sims, City Secretary

Date Submitted: September 8, 2022

For the Agenda of: September 12, 2022

Procurement and Funding Statement:

N/A

Attachments: Presentation

Summary Statement:

In September of each year we review the Board term expirations. We currently have 22 Board terms expiring September 30, 2022. We have 4 current vacancies and 3 of the 22 have opted to not renew their appointment as of today; one on LEDC, one on the Library Board and one on ZBA. Staff has provided Board members with expiring terms applications to renew; we have received 6 renewal applications thus far. We have begun advertising volunteer opportunities on social media and Staff has included the attached presentation that describes each board.

This item has been placed on the workshop agenda to discuss recruitment and reappointment.

Recommendation:

Discussion and direction only

BOARD MEMBERS (Term Expiring September 2022)						
CBAA	Lesley Wilson	Clifford Butts	Nathan Hooten	Vacant (mechanical)	Vacant	
LEDC	Neal Leavell	Misti Talbert	TJ Monroe	LISD Ex-Officio		
Library	Jennifer Walker	Ruth Martin	D'Anne Willis			
Parks	Diane Davis	Rick Rebando	Clay Harrington	Shirley Blake	Harvey Stinnett	
P & Z	Michael Sibberson	Robert McCauley				
ZBA	Jason Hamilton	Jack Harrell	Brandon Butts	Jerry Grayson	Vacant	
AZBOA	John Fingerhut	Steven Cohen				

CBAA members shall be represented by trades, groups or professions. 2-year term

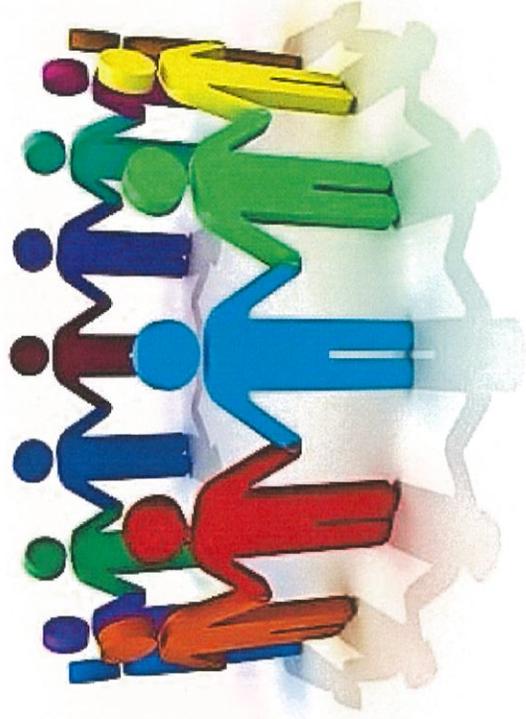
ZBA & P&Z- member shall be resident citizens, taxpayers and qualified voters of the City of Lampasas or Extraterritorial Jurisdiction (ETJ) and own real property inside the Lampasas City Limits. P&Z 3-year terms/ ZBA- 2-year terms

EDC Three (3) members City/County residents- Two (2) Council- (2-year terms) Two (2) ex-officio (Commissioner/LISD) at each boards discretion- terms are for 1 year

Library Must be within the Library Service area as defined by the library circulation policy; however, majority must be within the City Limits. 3-year term

Parks Specific Organizations-/4 At-large- 5 shall reside within the City Limits & be a qualified voter, 4 must reside within Lampasas County and be a qualified voter. 2-year term

City of Lampasas Advisory Boards



“Volunteers are not paid because they are worthless, but because they are priceless”

- Do you feel led to volunteer?
- Do you want to make a difference?
- Do you want to learn about City Government?
- Do you want to be a part of the decision making that improves the Quality of Life?
- *If so, we have some great opportunities for you*



Airport Advisory Board

- The Airport Advisory Board shall advise the City Council, City Manager and Airport Manager on matters relating to the airport. This board meets the 2nd Wednesday of the month at 6:00 p.m.
- The Board shall be composed of five members, who are licensed pilots, appointed by the City Council. Each board member shall be appointed for a five-year term with one term expiring each year on September 30.
- *Currently there are no vacancies; however we always take applications
(this is subject to change at any given time)*



Capital Improvement Program Committee

- Meets as needed during City of Lampasas Budget preparation time. This board meets on Thursday's at noon.
- The purpose of the CIP committee is to assist the City Manager in conducting research, planning, and related work necessary to provide the City Council with a long term Capital Improvement Program plans for the city.
- 8 member committee
- *Currently there are no vacancies; however we always take applications (this is subject to change at any given time)*



Construction Board of Adjustments and Appeals

- This Board consists of five members who shall be appointed to serve by the City Council. This board meets once a month as needed on the 3rd Thursday at 8:00 a.m. The members shall, when possible, be representative of the following trades, groups, and professions:
 - (1) Mechanical contractor.
 - (2) Financial/mortgage lender/real estate.
 - (3) General contractor/builder.
 - (4) Electrical contractor.
 - (5) Plumbing contractor.
- The Construction Board of Adjustments and Appeals shall hear appeals and requests for variances from construction code requirements, as provided in this chapter. The board shall have no authority to waive requirements of the construction standards adopted in this chapter.
- The board shall submit to the City Council such recommendations for the adoption of the construction codes as it may from time to time deem necessary and to establish the minimum requirements to safeguard the public health, safety and general welfare, and provide safety to life and property from fire and other hazards attributed to the building environment.
- This Board is also responsible for approving abatement of substandard buildings
- *Currently 1 mechanical vacancy and 1 (alternate) (this is subject to change at any given time)*



Golf Course Advisory Board

- The Golf Course Advisory Board makes recommendations to the city regarding matters pertaining to the golf course. This board meets as needed.
- The Board shall be advisory in nature, and shall review recommended golf course policy to the City Council for ultimate implementation by the City staff. The Board shall make approved copies of its minutes available to the City Council, upon request. The Board shall also review the proposed five-year golf course capital improvements plan and make recommendations for same to insure the conformance of the golf course facilities and programs to modern standards.
- The Board shall consist of five members to be appointed by the City Council,
 - one member to be nominated by the Lampasas Golf Association (must be member of the Hancock Golf Course)
 - one member to be nominated by the Lampasas Ladies Golf Association (must be member of the Hancock Golf Course)
 - two positions shall be comprised of members of City Council and
 - one member shall be an at-large member
- *Currently there are no vacancies; however we always take applications
(this is subject to change at any given time)*



Lampasas Economic Development Corporation

- The Lampasas Economic Development Corporation is responsible for promoting the economic development of the community through the coordinated actions of the City and the Chamber of Commerce. This board meets on the 3rd Wednesday of each month
- The Lampasas Economic Development Corporation is composed of seven members who serve two year terms. The business and affairs of the Corporation shall be managed by the Board of Directors (7). Directors shall be appointed by the City Council, and at least three directors shall be persons who are not employees, officers, or members of the City Council. Each director shall be a resident of the City and/or County, or as otherwise provided by applicable State law, and each is entitled to one vote upon the business of the Corporation.
- The governing body of the Lampasas County Commissioners Court and the Lampasas Independent School Board of Trustees may, at their discretion, appoint and/or reappoint, on an annual basis, a representative of their respective governmental units who shall participate in the work of the Board in an "ex officio" capacity. Each ex officio representative shall serve on the Board for a term of (1) one year. Ex officio representatives shall be encouraged to attend and participate fully in the discussions of and work of the Board but, as per the limitations of the State law, ex officio members shall not have voting rights or responsibilities on the Board.
- *Currently there are no vacancies; however we always take applications
(this is subject to change at any given time)*



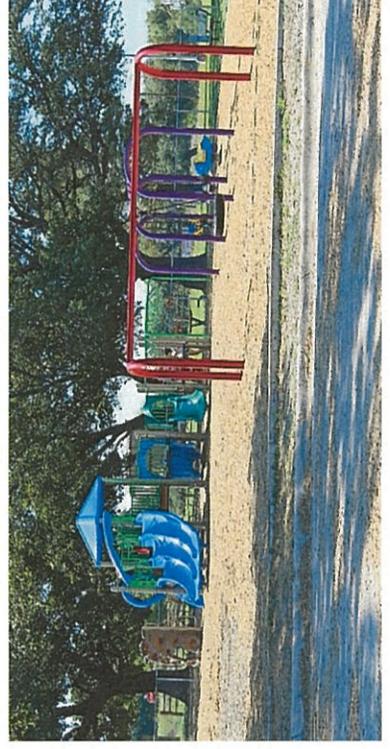
Library Advisory Board

- The Board shall be advisory in nature, and shall review and recommend library policy to the City Council for ultimate implementation by the City staff. The Board shall make approved copies of its minutes available to the City Council, upon request. The Board shall also review the proposed five-year library capital improvements plan and make recommendations for same to insure the conformance of the library facilities and programs to modern standards promulgated by the Texas State Library and Archives Commission.
- The Board shall consist of nine members, all of which shall be residents of the library service area as outlined in the library circulation policy. A majority of the board shall be made up of members who reside within the city limits. Members shall serve without compensation. The library director, or their designated representative, shall serve as an ex-officio member of the board. This board meets on the 2nd Monday of each month at 9:00 a.m.
- *Currently there are no vacancies; however we always take applications (this is subject to change at any given time)*



Parks and Recreation Advisory Board

- The Board shall consist of nine members appointed by the City Council of which five members shall be residents and qualified voters of the city and four members may be residents and qualified voters of Lampasas County. This Board meets once a month on the 3rd Thursday at 6:00 pm.
- Where possible, board membership shall consist of at least one representative from each of the following organizations:
 - Adult Softball Association or Lampasas County Little League Association
 - Lampasas Chamber of Commerce
 - Lampasas Independent School District;
 - The Oran Milo Roberts Chapter of the Daughters of the Republic of Texas;
 - Lampasas Spring Ho Festival, Inc.
 - The remaining four places shall be at large.
- *Currently there is one vacancy (Chamber of Commerce); however we always take applications (this is subject to change at any given time)*



Parks and Recreation Advisory Board Cont.

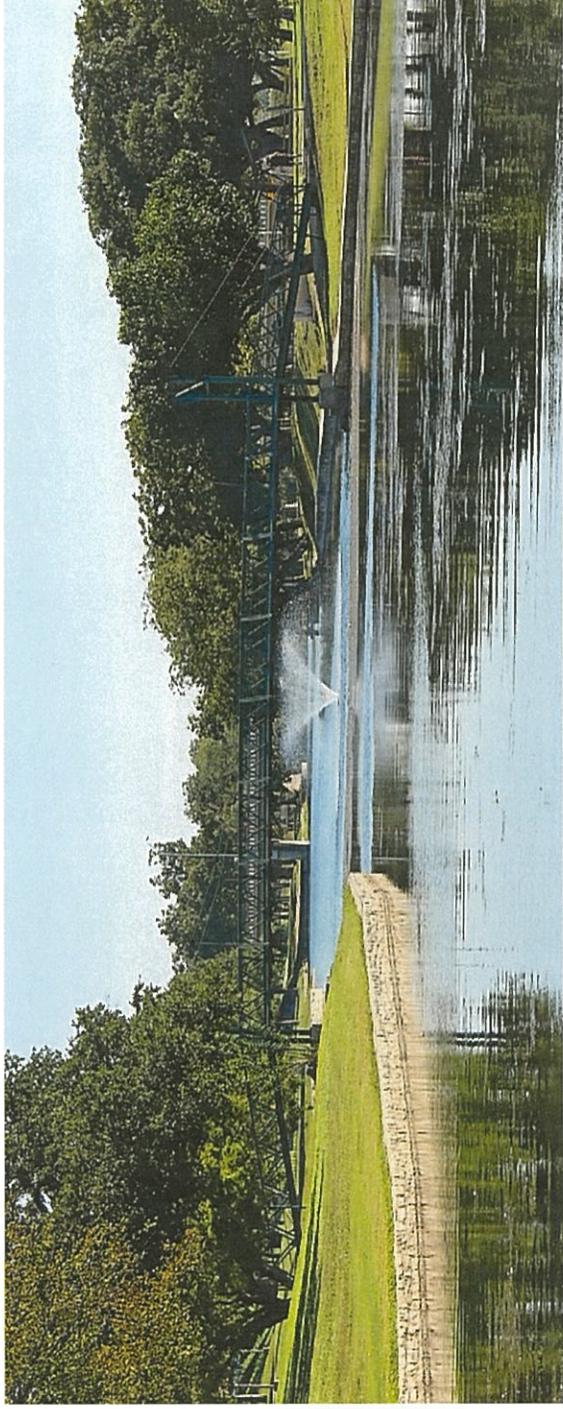
The Parks and Recreation Advisory Board shall have the power and it shall be its duty to:

- Make studies and project plans for the improvement of all existing and proposed public parks and recreation facilities and any lots or land, heretofore or hereafter devised or bequeathed to the City or purchased by such City for parks and recreation use, and make recommendations to the City Council for the development and improvement of such parks and recreation facilities.
- Aid and assist the City administration in procuring financial and other assistance for the improvement of public parks and recreation facilities from the state and federal government and their agencies.
- Conduct hearings, studies and surveys and make recommendations as directed by the City Council, City Manager, or City Community Development Director with regard to the use or acquisitions of assets, recreation programs, construction or upgrade of facilities, setting fees or making rules for facilities.
- Provide input to the annual budget process by developing estimates of costs for capital improvements and operations for existing or planned facilities in accordance with an agenda previously approved by the City Council.



Parks and Recreation Advisory Board Cont.

- Develop, and annually update, a comprehensive plan for parks, recreation facilities and cemeteries for the city; prioritize projects; determine funding; and project locations and timelines.
- Consult with representatives of athletic or other recreational organizations, cemetery associations, etc., who will be affected by the city recreation, parks or cemetery programs or facilities; negotiate, develop, review and amend contracts with associations, as necessary; and evaluate existing recreation programs and make recommendations for new programs.
- Consider other parks and recreation policies and capital issues as assigned by the City Council.



Planning and Zoning Commission

- In general, the Planning and Zoning Commission shall be an advisory body to the City Council, and shall make recommendations regarding amendments to the Comprehensive Plan, changes of zoning and zoning to be given to newly annexed areas, and shall make recommendations regarding the approval of plats of subdivisions as may be submitted to it for review and other planning related matters. The Planning and Zoning Commission shall conduct an annual review of the City's Comprehensive Plan and shall be prepared to make recommendations to the City Council as deemed necessary to keep the City's Comprehensive Plan current with changing conditions and trends and with the planning needs of the City. The Planning and Zoning Commission shall serve in an advisory capacity on any planning related item(s) in the City.
- City of Lampasas the "Planning and Zoning Commission", hereafter sometimes referred to as the "Commission", which shall consist of seven (7) members who are resident citizens, taxpayers and qualified voters of the City of Lampasas or Extraterritorial Jurisdiction (ETJ) and own real property inside the Lampasas City Limits. This board meets on the 1st Thursday of the month.
- *Currently there are no vacancies; however we always take applications
(this is subject to change at any given time)*



Zoning Board of Adjustments

The Board of Adjustment meets on the 3rd Tuesday of the month at 6:00 p.m. and consists of (5) regular members and (4) alternate members who are resident citizens, taxpayers and qualified voters of the City of Lampasas or reside in the Extraterritorial Jurisdictions (ETJ) and own real property inside the City Limits and shall have the authority, subject to the standards established in Sections 211.008 to 211.011 of the Texas Local Government Code and those established herein, to exercise the following powers and perform the following duties:

- A. Hear and decide an appeal that alleges error in an order, requirement, decision or determination made by an administrative official in the enforcement of this Ordinance;
 - B. Authorize the expansion or continuation of a nonconforming use or structure; and
 - C. Authorize in specific cases a variance (see Section 9.6) from the terms of this Ordinance if the variance is not contrary to the public interest and, due to special conditions, a literal enforcement of the Ordinance would result in unnecessary hardship, and so that the spirit of this Ordinance is observed and substantial justice is done.
 - D. In exercising its authority under Subsection A above, the Board may reverse or affirm, in whole or in part, or modify the administrative official's order, requirement, decision or determination from which an appeal is taken and make the correct order, requirement, decision or determination, and for that purpose the Board has the same authority as the administrative official.
 - E. The concurring vote of at least four (4) members of the Board is necessary to:
 - 1. Reverse an order, requirement, decision or determination of an administrative official;
 - 2. Decide in favor of an applicant on a matter on which the Board is required to review under this Zoning Ordinance; or
 - 3. Authorize a variance from the terms of this Zoning Ordinance.
- *Currently there is two alternate vacancies (this is subject to change at any given time)*





City Manager

ITEM NO. WORKSHOP-8

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

Subject:

Discussion regarding Hostess House Project Design Meeting Date.

Requested By: City Council

Submitted By: Finley deGraffenried, City Manager

Date Submitted: September 8, 2022

For the Agenda of: September 12, 2022

Procurement and Funding Statement:

Attachments:

Summary Statement:

On September 6th, Staff met with representatives from Reliance Architecture to review changes from the 100% Design Development Plan to the 50% Construction Plan Set. At that time Staff offered Council's suggested October 3 meeting date on-site with the Architects, however; Mr. Naylor will be out of town. Sticking to a Monday date, Reliance offered September 19th or October 17th, however; it is Staffs understanding other dates would also be available based on Council convenience.

Recommendation:

Discussion Only

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Library Card Sign-up Month Proclamation

WHEREAS, libraries and librarians play a crucial role in the education and development of children;

WHEREAS, librarians are literacy experts, offering everything from preschool story hours to summer reading clubs that sustain school-year learning;

WHEREAS, libraries provide a learning environment that fosters joyful exploration, encouraging students to research subjects that they are genuinely curious about;

WHEREAS, librarians create welcoming and inclusive spaces for people of all backgrounds to learn together and engage with one another;

WHEREAS, librarians provide a variety of books and resources to serve everyone in the community, making knowledge and ideas available so that people have the freedom to choose what to read;

WHEREAS, a library card empowers all people to pursue their dreams, explore new passions and interests, and find their voice;

WHEREAS, libraries are constantly transforming to deliver new services that connect closely with community needs, even during a pandemic;

THEREFORE, be it resolved that I, Chuck Williamson, Mayor Pro-Tem of Lampasas, proclaim September as Library Card Sign-up Month in Lampasas, Texas, and encourage everyone to sign up for their own library card today.

IN WITNESS WHEREOF, I have herewith set my hand and caused the Seal of the City of Lampasas, Texas to be affixed this 12th day of September, 2022.

Chuck Williamson, Mayor Pro-Tem

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WHEREAS, the opioid crisis continues to take a toll on the health and lives of millions of Americans, and has worsened in some communities during the COVID-19 pandemic;

WHEREAS, according to the Centers for Disease Control and Prevention (CDC), as many as one in four patients who receive prescription opioids long term for non-cancer pain struggles with addiction and, from 1999-2000, more than 260,000 people died in the U.S. from overdoses involving prescription opioids;

WHEREAS, the interest in and need for greater access to safe and effective non-drug, noninvasive approaches to pain management has increased;

WHEREAS, the American College of Physicians (ACP) released updated low-back pain treatment guidelines in 2017 that promote the use of noninvasive, non-drug approaches such as spinal manipulation as a first line of defense against back pain, before the use of pain medications and surgery;

WHEREAS, the CDC in its draft 2022 prescribing guidelines also promotes diverse approaches and varied pain management solutions and specifically encourages use of non-drug therapies as a first line of treatment for subacute and chronic pain and even some types of acute pain.

WHEREAS, Doctors of chiropractic, who focus on the whole person with their non-drug, noninvasive treatments for pain management – most notably spinal manipulation – can play an important role in helping patients lessen their reliance on pain medications;

WHEREAS, there is a growing body of research supporting the early use of chiropractic spinal manipulation in helping patients with chronic low-back pain to reduce or eliminate their need later for prescription opioid pain medications and surgery;

WHEREAS, With the theme “Chiropractic: On the Frontline for Pain,” Chiropractic Health Month 2022 serves as a reminder to citizens of *Lampasas, Texas* that non-drug treatments for low-back such as spinal manipulation provided by doctors of chiropractic can help to lessen or eliminate the need for riskier, potentially addictive treatments and should be utilized where appropriate before starting prescription opioid pain medications.



THEREFORE, BE IT RESOLVED, that the *City of Lampasas* officially joins with the Texas Chiropractic Association (TCA) and the American Chiropractic Association (ACA) in proclaiming the month of October 2022 as Chiropractic Health Month.

Signature _____ Date Proclaimed **September 12, 2022**

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City Manager

ITEM NO. 1.3

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

Subject:

Public hearing to receive citizen comments regarding the program performance of the activities completed under the Texas Community Development Block Grant (TxCDBG) for a Sewer Improvement Project, Program Grant #7220260 which will include an explanation of the actual use of the Texas Community Development Block Grant Program Funds and invite comments.

Requested By: Langford Community Management Services

Submitted By: Becky Sims, City Secretary

Date Submitted: September 8, 2022

For the Agenda of: September 12, 2022

Procurement and Funding Statement:

Attachments:

Summary Statement:

This item has been placed on the agenda to allow for citizen comments related to the Texas Community Development Block Grant (TxCDBG) for a Sewer Improvement Project, Program Grant #7220260

Recommendation:

Discussion only

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City Manager

ITEM NO. 1.4

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

Subject:

Public Hearing to receive citizen comments regarding a request for a Specific Use Permit (SUP) to allow for an accessory structure commonly referred to as a guesthouse in an area zoned Single Family Residential-10 "SF-10" Lampasas County, Lampasas, Texas, for property described as Block 2, lots 6-7, Fairview Addition, commonly known as 101 N Rice Street, Lampasas, Texas.

Requested By: Becky Sims, City Secretary/Zoning Administrator

Submitted By: Becky Sims, City Secretary/Zoning Administrator

Date Submitted: September 8, 2022

For the Agenda of: September 12, 2022

Procurement and Funding Statement:

Attachments: P & Z Packet

Summary Statement:

The property owner is applying for a Specific Use Permit (SUP) to allow for an accessory dwelling to the main structure commonly referred to as a guesthouse. The property owner is in the process of adding a bedroom and bathroom to the building and upon approval would like to add a kitchenette for guest use. Mr. Kuker is aware that this dwelling cannot be used as rental property as stated in the letter and will only be used at the pleasure of the homeowner/occupant. Staff mailed twenty-six (26) notices to property owners within a 200 ft radius, two letters were returned in favor of the request and none in protest. This case was heard before the Planning Commission on September 1, 2022 and they recommended approval of the Specific Use Permit.

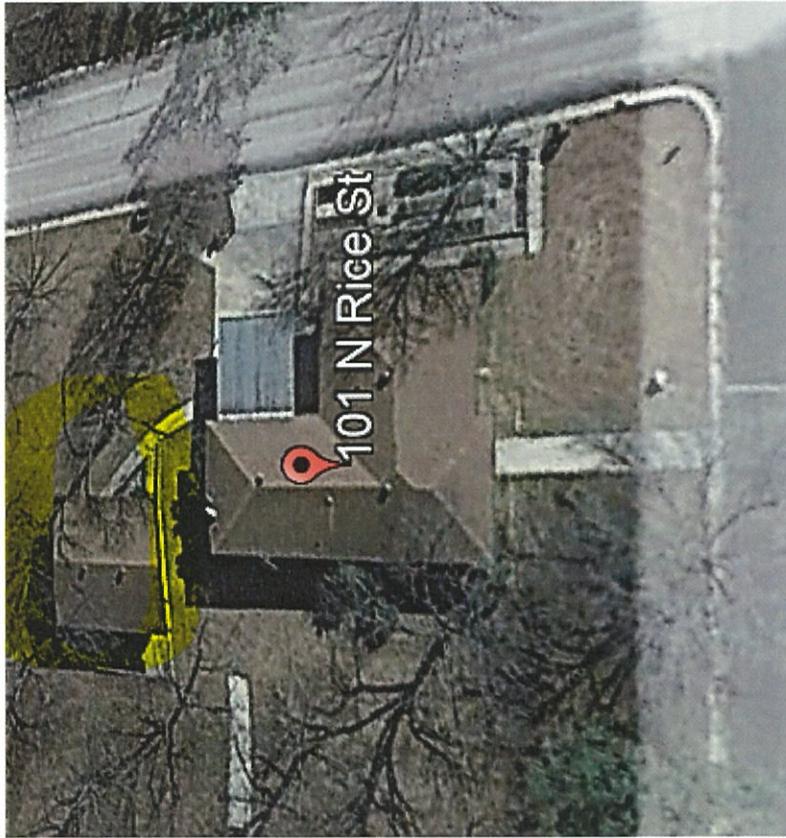
Recommendation:

Discussion only

City of Lampasas
Planning and Zoning Board
Staff Report
(Kuker)

Subject Property	The property is described as Block 2, Lots 6-7, Fairview Addition, commonly known as 101 N Rice Street, Lampasas, Texas.
Request	The property owner is applying for a Specific Use Permit (SUP) to allow for an accessory dwelling to the main structure commonly referred to as a guesthouse. The property owner is in the process of adding a bedroom and bathroom to the building and upon approval would like to add a kitchenette for guest use. Mr. Kuker is aware that this dwelling cannot be used as rental property as stated in the letter and will only be used at the pleasure of the homeowner/occupant.
Current Zoning	The property is zoned Single Family Residential-10 "SF-10", the area surrounding the property is Single Family Residential-10 "SF-10"
Notification	All notifications and publications, as required by Ordinance and Statute, have been made. Staff mailed twenty-six (26) notices to property owners within 200 feet of the applicant's property, to date no letters have been received; however, one verbal acknowledgment was received in favor of the request.
Consideration	In making a determination for a change of Zoning the Planning and Zoning Board, and the City Council shall consider the factors outlined in Section 34, City of Lampasas Zoning Regulations.
Recommendation	<p>In approving a requested SUP, the Planning and Zoning Commission and City Council may consider the following:</p> <ol style="list-style-type: none">1. The use is in conformance with the intent of the Comprehensive Plan and with general objectives of the City; and containing such requirements and safeguards as are necessary to protect adjoining property;2. The use is harmonious and compatible with surrounding existing uses or proposed uses;3. The activities requested by the applicant are normally associated with the permitted uses in the base district;4. The nature of the use is reasonable;5. Any negative impact on the surrounding area has been mitigated;6. That any additional conditions specified ensure that the intent of the district purposes are being upheld.

NORTH



FRONT





City Manager

ITEM NO. 15

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

Subject:

Public Hearing to receive citizen comments regarding the Gamel Addition Minor Plat, with variances, being all of two tracts of land and part of lot 2, Block 30 of Matthew & Wilkes Addition, Lampasas, Texas Lampasas County.

Requested By: Becky Sims, City Secretary/Zoning Administrator

Submitted By: Becky Sims, City Secretary/Zoning Administrator

Date Submitted: September 8, 2022

For the Agenda of: September 12, 2022

Procurement and Funding Statement:

Attachments: P & Z Packet

Summary Statement:

Daniel K Johnson, Owner, presented his request to the City's Zoning Board of Adjustment to grant a variance(s) to the City's Zoning Ordinance; which was approved at the July 26, 2022 meeting; specifically, Single Family Residential-6 "SF-6" for a reduction in depth from 110' to 105' and a reduction in width from 50' to 45'. The property is currently zoned Single Family Residential-6 "SF-6". The area surrounding the property is Single Family Residential-6 "SF-6". The lot is irregular and requires a variance to the width and depth to make it buildable. The lot does comply with the 25 ft front yard setback and 6 ft side & rear set back. This case was heard by the Planning Commission on September 1, 2022 and they did recommend approval to Council.

Recommendation:

Discussion Only

City of Lampasas
Planning & Zoning
Staff Report (Johnson)

Subject Property	The property is described as Part of Lot 2, Block 30 Matthews & Wilkes Addition, Northington Street Lampasas, Texas Lampasas County
Request	Daniel K Johnson, <u>Owner</u> , presented his request to the City's Zoning Board of Adjustment to grant a variance(s) to the City's Zoning Ordinance; which was approved at the July 26, 2022 meeting; specifically, Single Family Residential-6 "SF-6" for a reduction in depth from 110' to 105' and a reduction in width from 50' to 45'
Current Zoning	The property is currently zoned Single Family Residential-6 "SF-6". The area surrounding the property is Single Family Residential-6 "SF-6".
Character	The lot is irregular, it requires a variance to the width and depth to make it buildable. The lot does comply with the 25 ft front yard setback and 6 ft side & rear set back.
Notification	All notifications and publications, as required by Ordinance and Statute, have been made. The City sent a total of seventeen (17) notices to property owners within 200 feet of the applicant's property. At the time of preparing this report for the Zoning Board Meeting the City received one letter in favor of the request and none in protest.
Consideration	Mr. Johnson is asking the Planning Commission to recommend approval of the Gamel Additional Minor Plat with variances to lot 1 to City Council.

GOODSON SURVEYORS

RETAINING THE HISTORY OF JERRY M. GOODSON, SURVEYOR
 411 S. WESTERN AVE. (P.O. BOX 349) LAMPASAS, TX 76750
 512-556-6885 FAX 512-556-6261
 A SUBSIDIARY OF MITCHELL AND ASSOCIATES, INC., KILGORE, TEXAS



**GAMEL ADDITION A MINOR PLAT
 BEING ALL OF TWO TRACTS OF LAND & PART OF
 LOT 2, BLOCK 30 OF MATHEW AND WILKES ADDITION,
 AS RECORDED IN CABINET 1, SLIDE 15, OF THE
 PLAT RECORDS OF LAMPASAS COUNTY, TEXAS, IN
 THE CITY OF LAMPASAS, LAMPASAS COUNTY, TEXAS.**

Field Notes
 BEING 0.15-Acre, more or less, being all of that called 0.25-Acre tract of land described in a deed to Daniel K. Johnson as recorded in Vol. 598, Pg. 317 of the deed records of Lampasas County, Texas, and all of that called 0.24-Acre tract of land described in Vol. 598, Pg. 419 of said deed records, said Lot 2 and 0.19-Acre tract being more particularly described by these notes and bounds as follows:
 BEGINNING at a 1/2" rebar found, with "0000050NS 4330" cap, in the West Right of Way line of Northington Street (West Street), being the Northwest corner of said Lot 3, A and part of 2 of Mathew and Wilkes, as recorded in Cab. 2, Slide, 164 of the Plat Records of Lampasas County, Texas, and being the Northwest corner of the remainder of said Lot 2, to a 1/2" rebar found, with "0000050NS 4330" cap, on the North line of said Lot 1A, same being the South line of the remainder of said Lot 2, to a 1/2" rebar found, with "0000050NS 4330" cap, for the Northwest corner of said Lot 1A, being an inner ell corner of said 0.24-Acre tract.
 THENCE S 15° 55' 00" E, 12.60' feet, to the Southeast corner of said 0.24-Acre tract and being the Northwest corner of said 0.24-Acre tract and being the Northwest corner of said 0.24-Acre tract.
 THENCE S 10° 30' 30" E, 97.50' feet, with the East line of said 0.25-Acre tract and being the West line of said Lot 1A, and Lot 2A of the Same plat in Cab. 2, Slide, 164, to a Pipe Post for the Southeast corner of said 0.25-Acre tract, and being the Northeast corner of a 0.209-Acre tract described in a deed to Ludia Estrada and Cecilia Maria Estrada as recorded in Vol. 530, Pg. 121 of said deed records.
 THENCE S 70° 31' 30" W, along the North line of said 0.209-Acre tract South line of said 0.25-Acre tract, 112.50' feet, to a 1/2" rebar found, with "0000050NS 4330" cap, for the Southwest corner of said 0.25-Acre tract and being the Northwest corner of said 0.209-Acre tract, for the Southwest corner hereof, in the East Right of Way of Daniel St. (Pecan Street).
 THENCE N 19° 34' 20" W, along the East line of said Street and the West line of said 0.25-Acre tract, to a 1/2" rebar found, with "0000050NS 4330" cap, for the Northwest corner of said 0.25-Acre tract and being the Northwest corner of said 0.24-Acre tract.
 THENCE N 21° 55' 00" W, 49.97' feet, along the East line of said Street and the West line of said 0.24-Acre tract, to a 1/2" rebar found, for the Westmost Northwest corner of said 0.24-Acre tract and being the Southwest corner of that tract described in a deed to Daniel K. Johnson as recorded in Vol. 598, Pg. 317 of the deed records of Lampasas County, Texas, and being the Northwest corner of said 0.24-Acre tract.
 THENCE N 68° 56' 55" E, 140.81' feet, to a 1/2" rebar found, with "0000050NS 4330" cap, for the Southeast corner of said 0.24-Acre tract, and being an inner ell corner of said 0.24-Acre tract and hereof.
 THENCE N 17° 55' 00" W, 12.60' feet, to a 1/2" rebar found, with "0000050NS 4330" cap, at the Northwest corner of said Lot 2 of the same addition, and being the Southwest corner of Lot 1 in said addition, and on an outer ell corner of said 0.24-Acre tract.
 THENCE N 71° 39' 05" E, 78.89' feet, to a 1/2" rebar found, with "0000050NS 4330" cap, in the West Right of Way line of Northington Street, being the Northwest corner of said Lot 1.
 THENCE S 23° 47' 48" E, 45.54' feet, to the POINT OF BEGINNING and Containing 0.19-ACRES.

The State of Texas
 County of Lampasas
 I, Daniel K. Johnson, Clerk of the County Court of said County do hereby certify that this instrument in writing with it's certificate of authentication was filed in my office this _____ day of _____, 2022, at _____ o'clock, _____ M and duly recorded this the _____ day of _____, 2022, at _____ o'clock, _____ M in Plat Cabinet 2, Slide _____ above written.
 Witness my hand and seal of the County Court of said County, the last date above written.

 Daniel K. Johnson, County Court Clerk
 Lampasas County, Texas.

TAX CERTIFICATE
 The Lampasas County Appraiser District, the taxing authority for all taxing entities in Lampasas County, Texas, certifies that there are currently no delinquent taxes owing on the property described by this plat.
 Dated this _____ day of _____, 2022
 LAMPASAS COUNTY APPRAISAL DISTRICT

 County Appraiser
 Chief Appraiser

NOTES:
 1) Survey was performed without the benefit of a title commitment.
 2) No further search was made for easements.
 3) Total Acreage = 0.19 Acres
 4) No. of Lots 3
 5) Use = Residential
 6) Owner = Owner/Developer = Daniel K. Johnson, PO BOX 1263, Lampasas TX.
 7) Electrical Service Provided By the City of Lampasas.
 8) Water Provided By the City of Lampasas.
 9) Sewer Services Provided By City of Lampasas.
 10) All Lots Lie Within The Full Purpose City Limits Of Lampasas.
 11) These Lots Are Subject To The Zoning And Subdivision Ordinance In Place At Time Of Plat.
 12) All bearings are based upon the Texas Coordinate System (NAD 83) and are based on the Texas Central Zone as per Leica Texas SmartNet GPS observations.
 13) 25' Building Line (BL) along the front of all lots, 6' building line along the side and rear of all lots.
 14) 10' Public Utility Easement (UE) along the front of all lots.
 15) Permissibility of all, The Lampasas County (Based on Attachment 5) (SP-6), to change the required depth from 110' to 105', and the required width from 50' to 45'.

By: _____
 Daniel K. Johnson
 Owner

The State of Texas
 County of Lampasas
 This instrument was acknowledged before me on the _____ day of _____, 2022, by Daniel K. Johnson, owner of above said property.

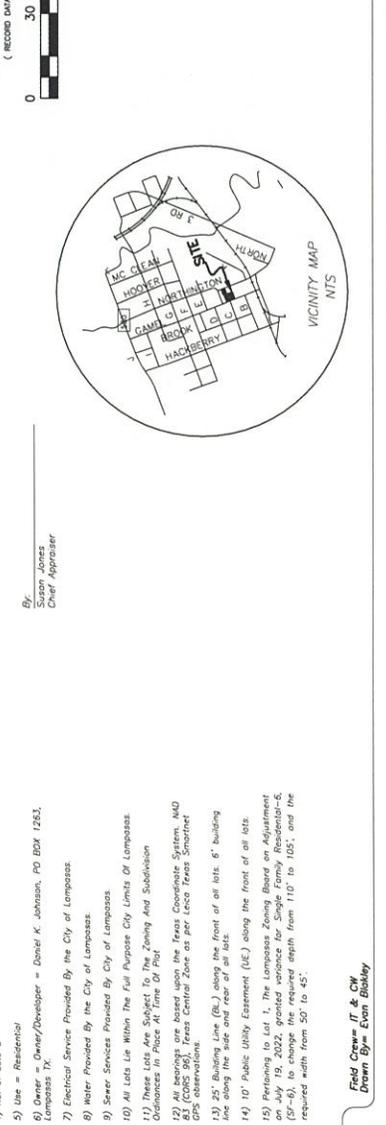
Notary Public, State of Texas

 Planning and Zoning Commission
 Planning and Zoning Commission and recommended for approval to City Council, City of Lampasas, Texas on _____ day of _____, 2022.

Dorothy Person, Chairman
 Planning and Zoning Commission
 City of Lampasas
 Approved this _____ day of _____, 2022, by the City Council of the City of Lampasas, Texas after public hearing before the City Council on the _____ day of _____, 2022.

Attest:
 Becky Sims, City Secretary
 City of Lampasas

Attest:
 J.J. Monroe, Mayor
 City of Lampasas



JOHN BURLINSON SURVEY ABST. NO. 42
 Daniel K. Johnson
 0.11 Acres
 164.588 Sq. Ft.
 Daniel K. Johnson
 0.19 Acres
 164.588 Sq. Ft.

70° 21' 30" W 112.50'
 S 15° 55' 00" E 12.60'
 S 10° 30' 30" E 97.50'
 S 70° 31' 30" W 112.50'
 N 19° 34' 20" W 78.89'
 N 21° 55' 00" W 49.97'
 N 17° 55' 00" W 12.60'
 N 71° 39' 05" E 78.89'
 S 23° 47' 48" E 45.54'

LOT 1
 0.11 ACRES
 164.588 Sq. Ft.

LOT 2
 0.19 ACRES
 164.588 Sq. Ft.

LOT 3
 0.19 ACRES
 164.588 Sq. Ft.

25' BUILDING LINE
 10' UTILITY EASE
 CONC. CURB & GUTTER
 Game! St.
 (Pecan Street)

Field Crew = IT & CW
 Down By = Evan Biskley

Registered Professional Land Surveyor No. 4330
 Mae McDaniel
 Surveyed August 22, 2022

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City ManagerITEM NO. 4.6

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

Subject:

Public Hearing to receive citizen comments regarding the Minor Plat of Cresta De Mesa Soleads, 6.13 acres out of the James R. Cook Survey, Abstract No. 110, Lampasas County, Texas.

Requested By: Becky Sims, City Secretary/Zoning Administrator

Submitted By: Becky Sims, City Secretary/Zoning Administrator

Date Submitted: September 8, 2022

For the Agenda of: September 12, 2022

Procurement and Funding Statement:

Attachments: P & Z Packet

Summary Statement:

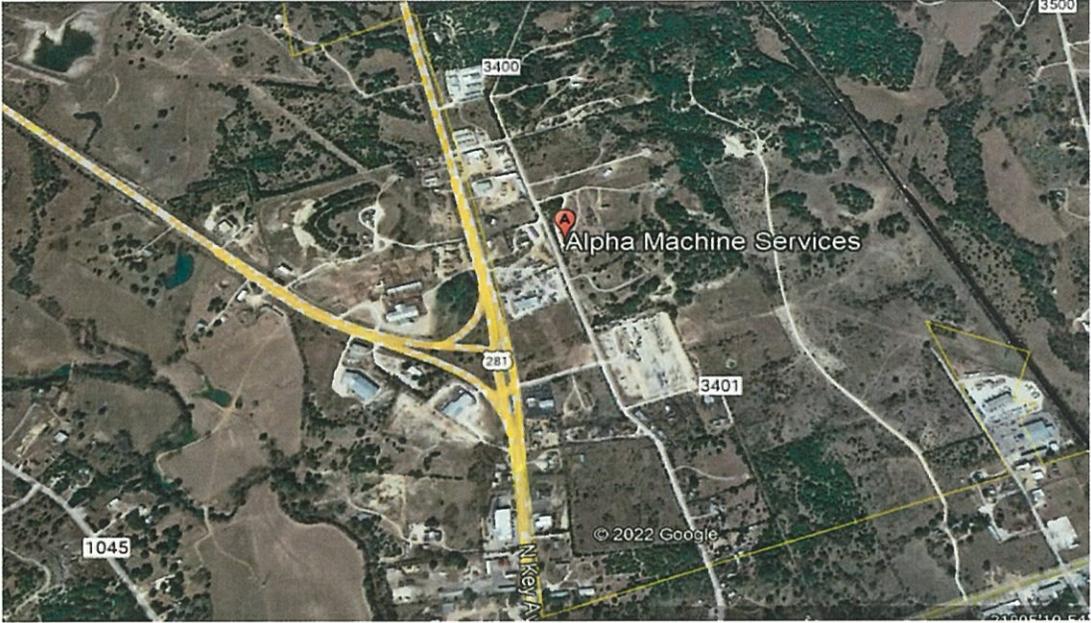
John and Janice Allen and David O'Neal, Owners, are requesting approval of a Minor Plat of Cresta de Mesa Soleads; 6.13 acres subdivided into three tracts within the Extra-Territorial Jurisdiction (ETJ) of Lampasas City Limits. The property is located in the ETJ and does not have a Zoning designation. City Water is readily available for all three tracts. City Electric is available for Tract One & Tract Three, Tract Two will require an extension of services otherwise this plat would have been approved administratively. Sewer Services provided by Onsite Sanitary Septic Facilities (OSSF). This case was heard by the Planning Commission on September 1, 2022 and they did recommend approval to Council.

Recommendation:

Discussion only

City of Lampasas
Planning & Zoning
Staff Report (Allen)

- Subject Property** The property is described as 6.13 acres out of the James R. Cook Survey, Abstract No. 110, Lampasas County, Texas.
- Request** John and Janice Allen and David O’Neal, Owners, are requesting approval of a Minor Plat of Cresta de Mesa Soledads; 6.13 acres subdivided into three tracts within the Extra-Territorial Jurisdiction (ETJ) of Lampasas City Limits.
- Current Zoning** The property is located in the ETJ and does not have a Zoning Designation.



Consideration City Water is readily available for all three tracts

 City Electric is available for Tract One & Tract Three, Tract Two will require an extension of services otherwise this plat would have been approved administratively.

 Sewer Services provided by Onsite Sanitary Septic Facilities (OSSF)

Recommendation Staff recommends consideration of approval to City Council.

MINOR PLAT OF
CRESTA DE MESA SOLEADS
 6.13 ACRES OUT OF THE JAMES R. COOK SURVEY, ABSTRACT NO. 110,
 LAMPASAS COUNTY, TEXAS.

TAX CERTIFICATE.

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

Susan Jones
 Chief Appraiser

OWNER'S CERTIFICATION:

STATE OF TEXAS § KNOW ALL MEN BY THESE PRESENTS

COUNTY OF LAMPASAS §

That I, We, John Thomas Allen, Jr., Janice Morene Allen, David Joseph O'Neal, owners of that certain tract of land shown hereon being called 5.15 ac out of 6.13 ac of the Cresta de Mesa Soleads, Abstract No. 110, recorded in Volume 590, Page 337 of the Deed Records of Lampasas County, Texas, and being called 1.00 acre in a Texas General Warranty Deed dated November 22, 2021 adopted and approved this minor plat.

JOHN THOMAS ALLEN, JR.

JANICE MORENE ALLEN

DAVID JOSEPH O'NEAL

STATE OF TEXAS § KNOW ALL MEN BY THESE PRESENTS

COUNTY OF LAMPASAS §

Before me, the undersigned authority, on this day personally appeared John Thomas Allen, Jr., Janice Morene Allen, David Joseph O'Neal, and acknowledged to me that such person executed the foregoing instrument, and acknowledged to me that such person executed the same for the purposes and considerations therein stated.

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

Notary Public, _____ County

STATE OF TEXAS §

COUNTY OF LAMPASAS §

Before me, the undersigned authority, on this day personally appeared Janice Morene Allen, known unto me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that such person executed the same for the purposes and considerations therein stated.

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

Notary Public, _____ County

STATE OF TEXAS §

COUNTY OF LAMPASAS §

Before me, the undersigned authority, on this day personally appeared David Joseph O'Neal, known unto me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that such person executed the same for the purposes and considerations therein stated.

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

Notary Public, _____ County

PLANNING & ZONING COMMISSION APPROVAL:

Considered this the ____ day of _____, 20____, after public hearing before the Planning and Zoning Commission, and recommended for approval by the Planning and Zoning Commission, City of Lampasas, Texas.

Dorothy Pearson
 Chairperson, Planning & Zoning Commission

Becky Sims
 Attest: City Secretary

T.J. Monroe
 Mayor, City of Lampasas

Becky Sims
 Attest: City Secretary



LEGEND
 ○ 1/2" IRON PIN SET
 □ YELLOW CAP "CCC 4835"
 ■ PLY RECORDS LAMPASAS CO.
 ■ P.L.C. DEED RECORDS LAMPASAS CO.



LINE NO.	DIRECTION	LENGTH
L1	N 21°10'30" W	50.12'
L2	N 04°05'28" E	52.33'
L3	N 24°18'33" E	150.73'
L4	N 07°40'35" E	38.03'
L5	N 24°18'33" E	148.77'
L6	N 04°05'28" E	40.28'
L7	N 21°10'30" W	43.40'
L8	S 66°23'23" W	49.56'
L10	S 66°49'30" W	203.71'

PLAT NOTES:

- TOTAL ACREAGE: 6.13 ACRE
- NO. OF LOTS: 3
- TRACT ONE COMMERCIAL/TRACTS TWO & THREE RESIDENTIAL
- OWNER/DEVELOPER: JOHN THOMAS ALLEN/JANICE ALLEN P.O. BOX 2017 LAMPASAS, TEXAS 76850
- ELECTRICAL SERVICE PROVIDED BY THE CITY OF LAMPASAS
- SEWER SERVICE PROVIDED BY S.S.F.
- THIS SURVEY IS SUBJECT TO THE SUBDIVISION MAP SHOWING 2019 MAP #440889, 02/21/2019, TO LIE WITHIN ZONE X PER FEMA
- ALL LOTS LIE WITHIN THE FULL PURPOSE, CITY LIMITS OF LAMPASAS
- THIS TRACT IS SUBJECT TO THE ZONING AND SUBDIVISION ORDINANCES IN PLACE AT TIME OF PLAT (MAY 17, 2022).

COUNTY CLERK'S APPROVAL:

STATE OF TEXAS § KNOW ALL MEN BY THESE PRESENTS

COUNTY OF LAMPASAS §

I, Connie Hartmann, Clerk of the County Court of said County, do hereby certify that the foregoing instrument, with the certificate of authentication was filed for recording in my office on the ____ day of _____, 20____, A.D., at ____ o'clock ____ M., in the Plat Cabinet ____ Slide ____.

TO CERTIFY WHICH, WITNESS my hand and seal at the County Court of said County, the date last shown above written

Connie Hartmann, County Court Clerk,
 Lampasas County, Texas



TRIPLE C SURVEYING Co.
 P.O. Box 544, 512 S. 5445-5440,
 Lampasas, Texas 76850
 email: admin@triplecsurveying.com
www.triplecsurveying.com Firm No. 10193916

JOB No. 220109
 DRAWN: CCC
 SHEET: 1 OF 1

**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, August 22, 2022
5:30 p.m. Workshop Session
6:00 p.m. Regular Session**

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

Council Members Present:

Zachary Morris
Randy Clark
Herb Pearce
Cathy Kuehne (arrived at 5:40 pm)
Chuck Williamson
Davis Keele

City Staff Present:

Finley deGraffenried, City Manager
Becky Sims, City Secretary
Ryan Ward, ACM
Jody Cummings, Police Chief
Monica Wright, IT Director
Yvonne Moreno, Finance Director
Chris Eicher, Parks Director
Mandy Walsh, EDC Director
Jeff Smith, Fire Chief
Vicki Tower, Parks Secretary

Council Members Absent:

N/A

WORKSHOP SESSION

1. Call to order Workshop Session

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

2. Discussion regarding City of Lampasas FY 2022/2023 Budget

Finley deGraffenried, City Manager provided the following Budget update to City Council

Where We Are

City of Lampasas 2022-2023 Budget City by All Operating Funds					
	FY 2020 Actual	FY 2021 Actual	Current Budget	Projected Y.E.	FY 2023 Proposed
Income					
4000 Tax Revenue	\$4,211,766.46	\$4,661,572.00	\$4,472,000.00	\$4,915,050.00	\$4,865,500.00
4100 Licenses and Fees	\$86,840.00	\$62,308.00	\$63,165.00	\$57,485.00	\$63,915.00
4200 Court Revenue	\$288,425.00	\$291,556.00	\$322,600.00	\$361,586.00	\$360,000.00
4300 Service Revenue	\$818,576.66	\$1,029,861.00	\$871,495.00	\$1,028,047.00	\$926,627.00
4400-4800 Other	\$20,173,678.00	\$19,771,599.00	\$21,369,132.00	\$21,424,402.00	\$22,288,144.00
4900 Transfers	\$3,633,397.46	\$5,835,330.00	\$4,453,325.00	\$4,107,380.00	\$3,818,498.00
Total Income	\$29,212,683.58	\$31,652,226.00	\$31,551,717.00	\$31,893,950.00	\$32,322,684.00
Expense					
5000 Salaries	\$5,679,351.00	\$5,943,626.00	\$6,385,072.00	\$6,124,021.00	\$6,862,133.00
5100 Benefits	\$2,675,517.00	\$2,559,704.00	\$2,663,497.00	\$2,553,251.00	\$2,816,453.00
5200 Supplies	\$7,196,259.00	\$9,754,401.00	\$8,263,555.00	\$8,784,457.00	\$8,845,477.00
5300 Contract Services	\$4,877,937.00	\$4,840,593.00	\$4,979,397.00	\$5,126,896.00	\$5,205,027.00
5400 Maintenance	\$1,547,006.00	\$1,647,987.00	\$1,944,156.00	\$2,002,119.00	\$1,791,471.00
5500 Capital Expense	\$373,299.00	\$1,366,465.00	\$1,740,000.00	\$1,654,500.00	\$1,819,373.00
5600 Contingency	\$1,164,973.00	\$1,192,743.00	\$410,028.00	\$400,000.00	\$0.00
5700 Transfers	\$4,209,722.00	\$3,809,750.00	\$5,000,879.00	\$4,493,325.00	\$4,961,451.00
5800 Debt Service	\$92,719.00	\$5,352.00	\$165,133.00	\$165,133.00	\$163,225.00
Total Expense	\$27,816,783.00	\$31,120,621.00	\$31,551,717.00	\$31,303,702.00	\$32,264,610.00
Net Surplus/(deficit)	\$1,395,900.58	\$531,605.00	\$0.00	\$590,248.00	\$58,074.00

	FY 2020 Actual	FY 2021 Actual	Current Budget	Projected Y.E.	FY 2023 Proposed
General Fund					
Income	\$10,270,773.58	\$11,663,238.00	\$11,993,358.00	\$12,057,252.00	\$12,166,763.00
Expense	\$9,626,190.00	\$11,204,659.00	\$11,993,358.00	\$11,696,222.00	\$12,111,523.00
Net Surplus/(deficit)	\$644,583.58	\$458,579.00	\$0.00	\$361,030.00	\$55,240.00
Water/Wastewater					
Income	\$6,111,453.00	\$7,227,878.00	\$5,393,739.00	\$5,391,387.00	\$5,334,850.00
Expense	\$6,123,727.00	\$4,984,380.00	\$5,393,739.00	\$5,717,113.00	\$5,557,333.00
Net Surplus/(deficit)	(\$12,274.00)	\$2,243,498.00	\$0.00	(\$325,726.00)	(\$222,483.00)
Electric					
Income	\$11,861,808.00	\$11,777,137.00	\$13,047,310.00	\$13,396,210.00	\$13,647,871.00
Expense	\$10,965,348.00	\$13,827,851.00	\$13,047,310.00	\$12,838,306.00	\$13,407,733.00
Net Surplus/(deficit)	\$896,460.00	(\$2,050,714.00)	\$0.00	\$557,904.00	\$240,138.00
Aviation					
Income	\$111,248.00	\$99,858.00	\$138,850.00	\$108,050.00	\$151,700.00
Expense	\$161,883.00	\$160,073.00	\$138,850.00	\$111,010.00	\$151,700.00
Net Surplus/(deficit)	(\$50,635.00)	(\$60,215.00)	\$0.00	(\$2,960.00)	\$0.00
Animal Shelter					
Income	\$207,755.00	\$211,054.00	\$234,718.00	\$229,611.00	\$234,742.00
Expense	\$193,729.00	\$211,054.00	\$234,718.00	\$229,611.00	\$239,031.00
Net Surplus/(deficit)	\$14,026.00	\$0.00	\$0.00	\$0.00	(\$4,289.00)
Golf Course					
Income	\$649,646.00	\$673,061.00	\$743,742.00	\$711,440.00	\$786,758.00
Expense	\$745,906.00	\$732,604.00	\$743,742.00	\$711,440.00	\$797,290.00
Net Surplus/(deficit)	(\$96,260.00)	(\$59,543.00)	\$0.00	\$0.00	(\$10,532.00)
Total Operating Funds					
Income	\$29,212,683.58	\$31,652,226.00	\$31,551,717.00	\$31,893,950.00	\$32,322,684.00
Expense	\$27,816,783.00	\$31,120,621.00	\$31,551,717.00	\$31,303,702.00	\$32,264,610.00
Net Surplus/(deficit)	\$1,395,900.58	\$531,605.00	\$0.00	\$590,248.00	\$58,074.00

Budget Inclusions and Reminders

- Use of retained earnings not expensed FY 22 Capital-
- Pool Liner \$150,000.00
- Electric Department Pick-up
- Water/Wastewater phased increase
- Additional \$200,000 for Paving
- Employee retention, compensation
- Maintains aggressive Capital program through 2022 CO and ARPA funding in addition to City Operating Budget
- Impacts of Interlocal Agreements with County and LISD
 - County EMD Budget Neutral including adjustments for current staff-Year 1
 - LISD impact to budget \$17,890.73 for burdened salary expense for additional 2 SRO's
 - Vehicle and Equipment, as per current Agreement, provided by City, \$167,779.00 funded from retained earnings, if terms agreed to by Council

Capital Projects allocated from other Funds

- American Rescue Plan Act ("ARPA")
 - Upper Pressure Plane, Business Park, \$971,196
 - Looping Projects, Samac, 2nd, 5th, 7th \$300,000
 - Water relocation Highway 281 South, \$100,000
 - Emergency Generation, \$450,000

- Fire Department Apparatus, \$146,177
- Fund 65, 2022 CO Issue**
- Wastewater Plant, Pretreatment and Belt Press, \$3,000,000
 - Hostess House Rehabilitation, \$800,000
 - Upper Pressure Plane improvements, \$1,000,000
 - W/WW Shop/Lab exterior improvements, \$250,000
 - Water Looping, Live Oak, \$250,000
 - Sewer Line replacement, Pecan, \$250,000
 - Calvert Improvements, basement, exterior, \$250,000

Operating and Selected Non-Operating Fund Balances-30 June 2022

10-General Fund		62-Key Ave Fund	
3010 Unassigned Fund Balance	\$2,023,087.64	3010 Committed Fund Balance	\$107,214.46
3031 Assigned Park Improvements	\$1,750.22	68-2016 CO Capital Fund	
3032 Assigned Turner/580	\$35,053.00	1033 COI Designated Capital	\$102,100.64
3033 Assigned Garret/580	\$28,496.20	remaining encumbered Turner Fld	(\$29,913.99)
3034 Assigned Comp Plan	\$9,083.74	Fund Balance	\$72,186.65
3060 Assigned M&O	\$1,783,405.00	81-Electric Fund	
Fund Balance Assigned/Unassigned	\$3,880,875.80	3010 Unrestricted Net Assets	\$4,175,951.30
40-Hotel-Motel Tax Fund		3060 Restricted M&O	\$1,987,203.00
3010 Committed Fund Balance	590,612.68	Fund Balance Restricted/Unrestricted	\$6,163,154.30
3030 Committed Civic Center	968,181.65	82-Water/Wastewater Fund	
Increase/(decrease) in Fund Balance	(174,788.88)	3010 Cash portion Assign/Unass. Net Assets	\$1,425,306.79
Fund Balance Committed/ Unrestricted	1,384,005.45	3060 Restricted M&O	\$739,198.00
35-CARES Act-2021		Fund Balance Restricted/Unrestricted	\$2,164,504.79
3010 Fund Balance	\$493,219.17	2022 CO Fund	
		Fund Balance Restricted	\$6,508,711.59

Modifications

- Assumes July 25 balance with August 8 modifications
- Assumes general terms of Interlocal Agreements
- Although modifications required assumptions, staff defers to Council regarding terms of Agreements and budget impacts
- Staff recommends review of year end performance (December/January) prior to inclusion of items referenced in August 15, 2022 budget presentations
- Loader, if approved, likely expensed in FY 2024

City of Lampasas		
FY 2023 Budget		
MEMO No. 1		
22 August 2022		
Item/Account	Amount	Budget Balance
8/15/22 Balance		\$58,074.00
County Reimbursement	\$282,000.00	\$340,074.00
EMD Expense	(\$282,000.00)	\$58,074.00
SRO Salary&Benefits	(\$135,132.45)	(\$77,058.45)
LISD Reimbursement	\$117,241.72	\$40,183.27
Undesignated/Retained Earnings	\$167,779.00	\$207,962.27
SRO Vehicles & Equipment	(\$167,779.00)	\$40,183.27

Next Steps

- Consideration of Proposed Tax Rate
- Under recommended Proposed Rate
 - Interest and Sinking (I&S) will increase \$0.0044
 - Maintenance and Operating (M&O) will decrease \$0.0258
- Ad Valorem determined by *Rate* and *Valuation*
 - No New Rate \$0.2894
 - Voter Approval \$0.3157

	<i>if proposed</i> 2022 Tax Rate	2021 Tax Rate
M&O Rate	\$ 0.246500	\$ 0.272300
I&S Rate	0.0691	0.0647
Total Rate	\$ 0.315600	\$ 0.337000

- Schedule Public Hearing
- Budget and Tax Rate Adoption

3. Discussion and presentation of the Parks & Recreation Department Budget

Chris Eicher, Parks Director reviewed the Parks & Recreation Proposed Budget to Council.

Highlights:

- Parks- Capital Expenses- \$25,000.00- New Tractor
- Cemetery- Capital Expense- \$35,000.00-New Truck
 - Replace a 2000 model pickup
- Hanna Springs Pool- Capital Expense- \$150,000.00- New Pool Liner

Projects:

- Skatepark
 - Pad specifications should be available this week.
- Hostess House Rehabilitation
- Hanna Spring Wall and Fencing

Note: increase in salaries and gas/diesel across all departments

4. Discussion regarding terms of School Resource Officer (SRO) Interlocal Agreement with Lampasas Independent School District.

Mr. deGraffenried advised that this item has been placed on workshop agenda to discuss terms of interlocal agreement.

Current interlocal agreement with LISD was executed in 2018 with a term end date of 2023; which was for three (3) SRO's.

Considerations for two (2) new SRO's

- Salary/Benefits- Overtime for after-school activities
- Uniforms including boots
- Training
- Equipment
- Vehicle

LISD is proposing to pay for one officer salary at 100% and the other at 75%. LISD will also pay for the School Resource Officer training. During non-school contact days the officers will be available to assist the Lampasas Police Department. Under the current interlocal agreement the annual salary payment is made to the City by July 31st of each year.

The City would be responsible for furnishing the officers uniforms, equipment, and vehicle.

Council member Morris would like to propose that LISD pays the salary of both officers 100%.

Brief discussion regarding school districts having their own Police Departments.

5. Discussion regarding terms of Emergency Medical Services (EMS) Interlocal Agreement with Lampasas County.

Mr. deGraffenried advised that this item has been placed on workshop agenda to discuss terms of interlocal agreement.

Based on estimated costs provided by Chief Cummings for the first-year that includes 3 new dispatchers, software, hardware, training and salary adjustments, the County approved expenditures up to \$282,000.00 at the Commissioners Court Meeting held on August 8, 2022.

City has begun advertising and recruitment process for additional dispatchers.

The City & County will continue to work together through the transition process.

Consideration for some cost-share for staffing in years 2-5 for additional dispatchers.

6. Discussion regarding any item on the regular agenda

There was no discussion.

7. Adjourn Workshop Session

Without objection Council moved directly into Regular Session at 6:24 p.m.

REGULAR SESSION

ANNOUNCEMENTS

1. Call to Order

Mayor Monroe called the Regular Session to order at 6:25 p.m.

2. Invocation and Pledge of Allegiance

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

3. Presentations and Proclamations

Lupe Charping was recognized for her 15 years of service with the City of Lampasas.



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

There were no citizen comments

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

1.3	Public Hearing to receive citizen input on items to be considered in the Proposed Budget for the Fiscal Year 2022-2023
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There were no citizen comments

2.0	MINUTES
2.1	Discussion and possible action concerning the approval of minutes of the Regular Meeting on August 8, 2022

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

2.2	Discussion and possible action concerning the approval of minutes of the Special Meeting on August 15, 2022
-----	-------------------------------------------------------------------------------------------------------------

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

3.0	CONSENT AGENDA
3.1	Discussion and possible action regarding July 2022 Investment Report

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

4.0	BOARDS/DEPARTMENT REPORTS
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Jeffry Smith, Fire Chief presented his annual report to Council

Chief Smith highlighted the duties of the firefighters

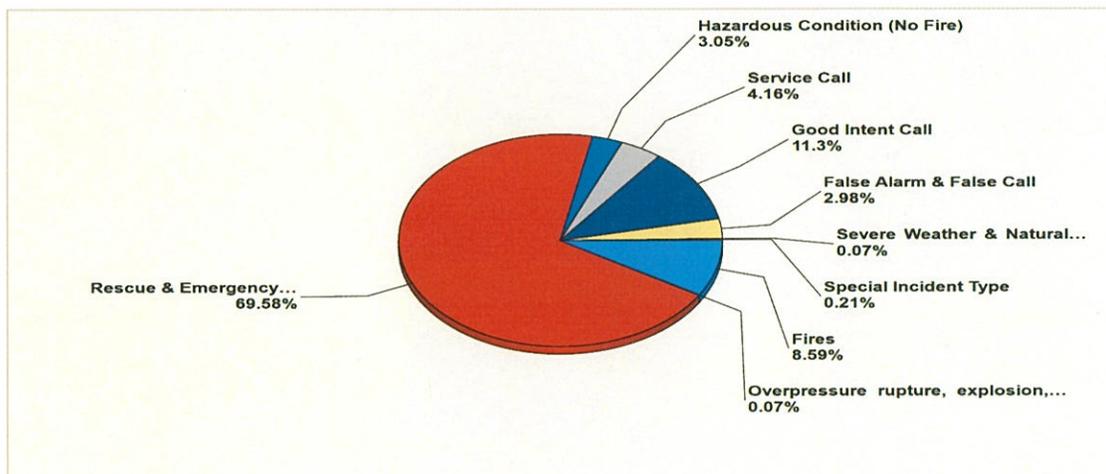
- Community Events
 - Parades
 - Fire Safety/Education
- The department responded to 1,443 service calls from August 2021-August 2022
 - Emergency Medical Services
 - Gas leaks
 - Motor Vehicle Accidents
 - Fires
- Training

Department Organization

- Fire Chief
 - Deputy Fire Chief-Fire Marshal
 - Deputy Chief Administration

- Deputy Chief Operations
- Fire Marshal Office
 - Fire Investigation
 - Plan Reviews with Building Department
 - Fire/Life Safety Inspections
 - New Employee Screening
 - Internal Affairs Investigation
 - On Call Duty Chief
- Deputy Chief Administration Office
 - Review of Policies & Procedures
 - Purchasing and Finance
 - Planning and Logistics
 - Assist in development of Emergency Management Annexes
 - Fills in for me during my absence
 - On Call Duty Chief
- Deputy Chief Operations Department
 - Training Coordinator for all three shifts
 - Develops standards and best practices for emergency incidents
 - Works with outside agencies to coordinate emergency response on major incidents
 - Works hand in hand with County Volunteer Departments
 - On Call Duty Chief

Department is made up of three (3) shifts
 Each Shift has a Captain, Driver & Firefighter



MAJOR INCIDENT TYPE # INCIDENTS % of TOTAL

• Fires	124	8.59%
• Overpressure rupture, explosion, overheating - no fire	1	0.07%
• Rescue & Emergency Medical Service	1004	69.58%
• Hazardous Condition (No Fire)	44	3.05%
• Service Call	60	4.16%
• Good Intent Call	163	11.3%
• False Alarm & False Call	43	2.98%
• Severe Weather & Natural Disaster	1	0.07%
• Special Incident Type	3	0.21%
TOTAL	1443	100%

	ROUTINE MATTERS
5.1	City Manager's Operational Report

City Manager deGraffenried reviewed his report:

- BRA Reservation** As requested, staff has reviewed the Brazos River Authority (“BRA”) contractual water capacity for the City. Under three separate contracts with BRA the City has 5,500 acre feet (“ac-ft”) per year of reserved water (1,792,180,500 gallons per year, or about 4.9 million gallons per day). In July, by comparison, the City received an average of 2.2 million gallons of water per day. The most recently renewed contract, 2021, was previously billed at a long-term rate of \$15.59 per ac-ft; at renewal it became a System Water Availability Agreement that bills at \$83.00 per ac-ft. Currently the City has a 3,000 ac-ft contract expiring in August, 2050; a 2,000 ac-ft contract expiring in August, 2029; and a 500 ac-ft contract expiring in December 2041. In addition to water availability contracts with BRA, the City also has several surface and impounded water rights on Sulphur Creek including: Water Right No. 2970 for 6.2 ac-ft with priority date 12/31/1946; Water Right No. 2971 for 3,760 ac-ft with a priority date of 6/23/1914; and Water Right No. 2972 for 228 ac-ft with a priority date of 12/31/1963. Staff believes other, smaller rights have also been acquired with the expansion of the Golf Course.
- Police Department** Chief Cummings is pleased to announce that Officer Larry Wilson has been promoted to Patrol Sergeant, and Officer Garrett Bradley has been promoted to Sergeant Investigator. The promotions are a result of staff retirements and resignations over the past 6 months including Chief Bailey and Investigator Roberts. Not including vacancies created by the addition of 2 SRO’s, and upon the completion of field training of newly hired patrol, the City is only one position down from full staffing.
- Sales Tax** Sales Tax receipts from August, representing June sales, indicate an increase of \$25,063.33 over August 2021, or an 11% improvement. Year to date, the City has received \$1,881,333.13, an improvement of \$157,707.65 over the same period last year, or a 9.14% increase.
- Drought Watch** The BRA has notified the City that it has implemented Stage 1, Drought Watch, conditions for all water supply reservoirs. Although drought contingency plans for the City and BRA do not align completely, ongoing high temperatures and lack of any significant rainfall, are compelling reasons to encourage our residents to conserve. The BRA Stage 1 calls for an increase of public education and notification to customers of actions taken, with a goal of a 5% reduction in water use. Stillhouse Hollow is currently at 613.45 feet elevation, with a normal elevation of 622 feet.

Business Park

Attached is page 1 of Pay Application No. 4 for Phase 1, LEDC Business Park improvements, which was executed by staff on August 10th. As indicated, the Contractor has earned \$1,352,631.98 or 49% of the total contracted amount. Of that amount \$135,263.20 is held by the LEDC/City as retainage. Through Pay Application No. 4, the City has provided \$724,540.40 in ARPA funds, of which \$72,454.04 is in retainage. Approximately 74% of the infrastructure funded through ARPA is complete according to the Application. The Funding Recap, below, does note Change Order No. 1 with a savings to the project of \$71,380.00, however; due to the savings being primarily in water infrastructure, a reduction in eligible ARPA funds is also noted at \$94,630.00, for a total new allocation of \$876,546.00. Mandy and Ryan can supplement the status report, however; staff notes the project remains ahead of schedule with some wastewater and drainage infrastructure remaining. Base is currently being delivered to the site in preparation for final installation of underground utilities.

LEDC Business Park Phase 1		
Funding Recap		
August 15, 2022		
Item	Amount	Project Est. Balance
Phase 1 Construction	\$2,747,544.25	(\$2,747,544.25)
Change Order No. 1	(\$71,380.00)	(\$2,676,164.25)
YTD Engineering expense	\$45,866.00	(\$2,722,030.25)
Engineering Remaining balance	\$11,130.00	(\$2,733,160.25)
Engineering Platting balance	\$8,500.00	(\$2,741,660.25)
Well capping	\$2,950.75	(\$2,744,611.00)
City Allocation ARPA	\$876,546.00	(\$1,868,065.00)
LEDC paid to date	\$570,397.57	(\$1,297,667.43)
LEDC restricted fund balance	(\$2,749.39)	(\$1,300,416.82)
LEDC Loan proceeds	\$1,360,000.00	\$59,583.18
Department 75, LEDC, Operating Fund Balance available \$964,057.07 (\$588,416.27 FSB Checking; \$375,640.80 Claim on Cash held in Cash in Concentration)		

CTWSC

Staff was provided notice through our attorneys that the Supreme Court of Texas has requested a response to the Petition for Review filed by Central Texas Water Supply Corporation (“CTWSC”) in its dispute with Kempner Water Supply Corporation (“KWSC”) and the City of Lampasas over billing methodology. Our Counsel had hoped none of the Justices would request a response, thus ending the matter, based on the strong opinion from the Court of Appeals. The response is due September 12th providing an extension is not requested.

Ave C

Ryan reports that sewer line replacement and extension on W. Avenue C is substantially complete. Staff, engineer and contractor conducted a close out walk through on August 16 and noted minor items on the punch list including seeding, sweeping/cleaning gutter lines and removal of materials from staging areas. The project was funded primarily through the Department of Agriculture as a Community

Development Block Grant, and called for the replacement and extension of 3350 linear feet of 6” sewer line.

Hostess House Staff met with representatives from Reliance Architecture to briefly review the status and inclusions of the 100% Design Development plans, and upcoming meeting dates and project milestones. Mr. Naylor indicated he would like to further develop the 50% Construction Plan Set, and in consultation with area contractors, update project estimates prior to meeting with Council. Staff suggested a meeting with Reliance at the Hostess House, with Council, in the next 4 to 6 weeks, at Council convenience.

Tank True-up As previously reported, the Georgetown Tank coating project has been completed, and staff met this week with KWSC staff to conduct a true-up of shared expenses. Based on estimates provided by the consulting engineers, the City paid a total of \$188,602.00 towards the City’s share of expenses, however; it appears the initial true-up will result in an additional payment of approximately \$20,000.00 to cover expenses including 100% of the \$65,000.00 mixing valve approved by Council as a separate item. Although, the additional payment will increase the City’s share to approximately \$208,602.00, the project remains \$42,950.00 under the City’s budgeted amount.

Website Monica reports that the go live date for the City’s updated website is September 6th. The website will have a new design with updated content and photographs including special sections for popular links, and a spotlight section highlighting attractions including murals, sculptures and springs. Staff has been working on the update for approximately 1 year.

Short-term Rentals Staff continues to gather information related to Short-term rentals in preparation for discussion with the Planning and Zoning Commission in September and possible formal consideration of an ordinance in October. As staff has researched, there are many layers to administration of a comprehensive short-term rental ordinance. Items to be considered include density, occupancy, parking, contracted administration, neighborhood issues and concerns, and HOT collection. Based on the real, and perceived, impacts to residential neighborhoods, staff would also recommend a separate public hearing on the issue to request and receive public input.

Staff Staff takes the opportunity to recognize those employees who began their City of Lampasas careers in August: Delana Fritz, 3 years; Lupe Charping, 15 years; Sue Rowe, 11 years; Robyn White, 1 year; Kasey Schwartzer, 13 years; Aaron Weiser, 9 years; James Allen, 26 years. Also, staff is pleased to announce that *interim* has been removed from Wayne Sanders’ title, who is now the Electric Department Superintendent.

5.2	MAYOR’S COMMENTS
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The Mayor had no comments this evening.

6.0	UNFINISHED BUSINESS
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There was no unfinished business.

7.0	NEW BUSINESS
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7.1	Discussion and possible action concerning the Proposed Tax Rate upon all property subject to taxation within the City of Lampasas, Texas for the 2022 Tax Year for the use and support of the Municipal Government of the City of Lampasas for the Fiscal Year beginning October 1, 2022 and ending September 30, 2023; apportioning said levy among the various funds and items for which revenue must be raised including providing a sinking fund for the retirement of the bonded debt of the City.
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Council member Clark moved to approve the Proposed Tax Rate of 0.3156 for the City of Lampasas Fiscal Year 2022-2023, the motion was seconded by Council member Morris and with a unanimous vote by roll call, the motion carried.

The recorded roll call vote was as follows:

- *Council member Clark- aye*
- *Council member Keele- aye*
- *Mayor Pro-Tem Williamson- aye*
- *Mayor Monroe-aye*
- *Council member Morris-aye*
- *Council member Kuehne- aye*
- *Council member Pearce- aye*

7.2	Discussion and possible action concerning the scheduling of one public hearing regarding the Proposed Tax Rate upon all property subject to taxation within the City of Lampasas, Texas for the 2022 Tax Year for the use and support of the Municipal Government of the City of Lampasas for the Fiscal Year beginning October 1, 2022 and ending September 30, 2023; apportioning said levy among the various funds and items for which revenue must be raised including providing a sinking fund for the retirement of the bonded debt of the City
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Council member Morris moved to schedule one public hearing regarding the Proposed Tax Rate upon all property subject to taxation within the City of Lampasas, Texas for the 2022 Tax Year for the use and support of the Municipal Government of the City of Lampasas for the Fiscal Year beginning October 1, 2022 and ending September 30, 2023; on September 7, 2022 at 5:30 p.m., the motion was seconded by Council member Clark and with a unanimous vote, the motion carried.

7.3	Discussion and possible action regarding terms of Emergency Medical Services (EMS) Interlocal Agreement with Lampasas County
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Council member Morris moved to authorize the City Manager, in consultation with City Attorney, to finalize the draft interlocal agreement and return to Council for consideration, the motion was seconded by Council member Keele and with a unanimous vote, the motion carried.

7.4	Discussion and possible action regarding terms of School Resource Officer (SRO) Interlocal Agreement with Lampasas Independent School District.
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Council member Morris moved to authorize the City Manager, in consultation with City Attorney, to finalize the draft interlocal agreement to include LISD paying 100% for both officers and a three-year term as discussed during workshop and return to Council for consideration, the motion was seconded by Council member Clark, with Council member Kuehne objecting, the motion carried.

7.5	Discussion and possible action regarding procurement of two 2023 Ford Police Interceptor vehicles for School Resource Officers (SRO) in an amount not to exceed \$170,000.00.
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Council member Kuehne moved to approve the procurement of two 2023 Ford Police Interceptor vehicles for School Resource Officers (SRO) in an amount not to exceed \$170,000.00, the motion was seconded by Mayor Pro-Tem Williamson and with the surety that the Police Department will need the additional fleet if the SRO agreement is not executed, the motion carried.

The Police Department is scheduled to replace two vehicles in 2023 per the Capital Improvement Program Schedule.

7.6	Discussion and possible action regarding a New Holt Caterpillar (CAT) 926M Wheel Loader & Integrated Tool Carriers in the amount of \$237,550.00.
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Mayor Pro-Tem Williamson moved to approve the purchase New Holt Caterpillar (CAT) 926M Wheel Loader & Integrated Tool Carriers in the amount of \$237,550.00, the motion was seconded by Council member Clark and with a unanimous vote, the motion carried.

7.7	Discussion and possible action regarding award of bid to Larsen Construction in an amount not to exceed \$51,583.00 for the Hanna Spring Wall Rehabilitation and Lowering subject to assessment of qualifications, bonding and insurance.
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Council member Morris moved to reject the bid from Larsen Construction in an amount not to exceed \$51,583.00 for the Hanna Spring Wall Rehabilitation and Lowering, and direct Staff to install fencing with direction on wall to be discussed at a future City Council meeting, the motion was seconded by Mayor Pro-Tem Williamson and with a unanimous vote the motion carried.

At Council direction, Staff is to install safety fence around wall as originally planned. Chris Eicher, Parks Director mentioned that the bids to install may have exceeded the time frame and the contractors may not honor the original quote.

Council member Morris moved to seek bids for fencing installation, if needed, to meet funding requirements, the motion was seconded by Council member Kuehne and with a unanimous vote, the motion carried.

7.8	Discussion and possible action concerning the first reading of an Ordinance amending Appendix A (Fee Schedule), Chapter 82 (Utilities), Article V, Section (H) Water Rate of the Code of Ordinances of the City of Lampasas providing for an increase in the rates to be charged for Water Service by the City of Lampasas; providing for repeal of conflicting ordinances; providing a severability clause and providing an effective date.
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Council member Morris moved to approve the first reading of an Ordinance amending Appendix A (Fee Schedule) Chapter 82 (Utilities) Article V, Section (H) Water Rates providing an increase to the base rate by \$2.25 and the rate per 1,000 gallons by \$.10, the motion was seconded by Mayor Pro-Tem Williamson and with a unanimous vote, the motion carried.

Adjourn-Council member Morris moved to adjourn the meeting at 8:00 pm, the motion was seconded by Council member Kuehne and with a unanimous vote, the motion carried.

PASSED AND APPROVED this _____ day of _____, 2022.

TJ Monroe, Mayor

ATTEST:

Becky Sims, City Secretary

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City Manager

ITEM NO. 3.1

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

Subject:

Discussion and Possible Action regarding purchases and charges in excess of \$4,000 from August 1, 2022 to August 31, 2022.

Requested By: Yvonne Moreno, Finance Director

Submitted By: Yvonne Moreno, Finance Director

Date Submitted: September 7, 2022

For the Agenda of: September 12, 2022

Procurement and Funding Statement:

N/A

Attachments: A/P History Check Report

Summary Statement:

The Check History Report presents the detail of individual charges and amounts for all checks over \$4,000 for the period of August 1, 2022 to August 31, 2022.

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. AEP ELECTRIC	E	8/19/2022	287,767.26		000090		287,767.26
56260	LOWER COLORADO RIVER AUTHORITY COST OF ELECTRIC	E	8/19/2022	523,911.29		000091		523,911.29
27050	IRS-PAYROLL TAXES							
	I-T1 202208118236 FEDERAL WITHHOLDING	D	8/12/2022	20,637.30		000155		
	I-T3 202208118236 FICA TAX	D	8/12/2022	29,295.64		000155		
	I-T4 202208118236 MEDICARE TAX	D	8/12/2022	6,851.34		000155		56,784.28
27050	IRS-PAYROLL TAXES							
	I-T1 202208258237 FEDERAL WITHHOLDING	D	8/26/2022	20,162.15		000156		
	I-T3 202208258237 FICA TAX	D	8/26/2022	28,350.90		000156		
	I-T4 202208258237 MEDICARE TAX	D	8/26/2022	6,630.52		000156		55,143.57
17865	COLONIAL LIFE & ACCIDENT							
	I-AC1202207148229 ACCIDENT INSURANCE	R	8/03/2022	189.17		167681		
	I-AC2202207288230 ACCIDENT INSURANCE	R	8/03/2022	189.21		167681		
	I-AC3202207148229 ACCIDENT INSURANCE	R	8/03/2022	724.33		167681		
	I-AC3202207288230 ACCIDENT INSURANCE	R	8/03/2022	724.33		167681		
	I-CN1202207148229 CANCER INSURANCE	R	8/03/2022	310.13		167681		
	I-CN2202207288230 CANCER INSURANCE	R	8/03/2022	310.14		167681		
	I-HO3202207148229 HOSPITAL INCOME - PRETAX	R	8/03/2022	154.37		167681		
	I-HO3202207288230 HOSPITAL INCOME - PRETAX	R	8/03/2022	154.37		167681		
	I-HOS202207288230 HOSPITAL INCOME - PRETAX	R	8/03/2022	0.01		167681		
	I-LF3202207288230 UNIV/COL LIFE AFTER TAX	R	8/03/2022	384.45		167681		
	I-LF7202207148229 NON-PRETAX LIFE INSURANCE	R	8/03/2022	384.43		167681		
	I-LF8202207148229 AFTER TAX COLONIAL PRODUCTS	R	8/03/2022	791.85		167681		
	I-LF8202207288230 AFTER TAX COLONIAL PRODUCTS	R	8/03/2022	791.85		167681		
	I-LP1202207148229 PRETAX LPSD DISABILITY	R	8/03/2022	0.01		167681		
	I-LP3202207148229 LPSD DISABILITY AFTERTAX	R	8/03/2022	26.72		167681		
	I-LP3202207288230 LPSD DISABILITY AFTERTAX	R	8/03/2022	26.72		167681		5,162.09
03376	PRINCIPAL LIFE INSURANCE COMPA							
	I-202208028232 PRINCIPAL LIFE INSURANCE COMPA	R	8/03/2022	169.73		167692		
	I-DN1202207148229 EMPLOYEE SHARE HEALTH INSUR	R	8/03/2022	697.90		167692		
	I-DN1202207288230 EMPLOYEE SHARE HEALTH INSUR	R	8/03/2022	16.10		167692		
	I-DN2202207288230 EMPLOYEE SHARE HEALTH INSUR	R	8/03/2022	697.90		167692		
	I-GDC202207288230 DENTAL INSURANCE PREMIUM	R	8/03/2022	873.62		167692		
	I-GDE202207288230 DENTAL INSURANCE PREMIUM	R	8/03/2022	903.42		167692		
	I-GDF202207288230 DENTAL INSURANCE PREMIUM	R	8/03/2022	1,288.56		167692		
	I-GDS202207288230 DENTAL INSURANCE PREMIUM	R	8/03/2022	556.24		167692		
	I-GVC202207288230 VISION INSURANCE PREMIUM	R	8/03/2022	130.34		167692		
	I-GVE202207288230 VISION INSUR PREMIUM	R	8/03/2022	226.80		167692		
	I-GVF202207288230 VISION INSURANCE PREMIUM	R	8/03/2022	234.50		167692		
	I-GVS202207288230 VISION INSURANCE PREMIUM	R	8/03/2022	115.09		167692		
	I-VS1202207148229 EMPLOYEE SHARE HEALTH PLAN	R	8/03/2022	85.72		167692		

VENDOR SET: 99 CITY OF LAMPASAS
 BANK: FSB BANCORPSOUTH
 DATE RANGE: 8/01/2022 THRU 8/31/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
I-VS1202207288230	EMPLOYEE SHARE HEALTH PLAN	R	8/03/2022	2.16		167692		
I-VS2202207288230	EMPLOYEE SHARE HEALTH INSUR	R	8/03/2022	85.72		167692		6,083.80
74775	SCOTT & WHITE HEALTH PLAN							
I-202208028233	SCOTT & WHITE RETIREES	R	8/03/2022	4,672.87		167709		
I-CCC202207288230	HEALTH INSURANCE PREMIUM	R	8/03/2022	7,105.80		167709		
I-CCE202207288230	HEALTH INSURANCE PREMIUM	R	8/03/2022	10,843.87		167709		
I-CCF202207288230	HEALTH INSURANCE PREMIUMS	R	8/03/2022	5,325.18		167709		
I-CCS202207288230	HEALTH INSURANCE PREMIUM	R	8/03/2022	3,966.65		167709		
I-HE1202207288230	HEALTH INSURANCE PREMIUM	R	8/03/2022	6,600.44		167709		
I-HEA202207148229	EMPLOYEE SHARE HEALTH INSURANC	R	8/03/2022	10,264.03		167709		
I-HEA202207288230	EMPLOYEE SHARE HEALTH INSURANC	R	8/03/2022	247.05		167709		
I-HEC202207288230	EMPLOYEE SHARE HEALTH INSURANC	R	8/03/2022	10,264.03		167709		
I-HI1202207288230	CITY HEALTH INSURANCE	R	8/03/2022	13,372.48		167709		
I-HID202207288230	CITY HEALTH INSURANCE	R	8/03/2022	14,907.76		167709		
I-HIE202207288230	EMPLOYEE CITY HEALTH CONTRIB	R	8/03/2022	18,333.00		167709		105,903.16
84250	TEXAS MUNICIPAL RETIREMENT SYS							
I-TMR202206308223	RETIREMENT CONTRIBUTIONS	R	8/03/2022	63,123.67		167710		
I-TMR202207018224	RETIREMENT CONTRIBUTIONS	R	8/03/2022	956.67		167710		
I-TMR202207148229	RETIREMENT CONTRIBUTIONS	R	8/03/2022	57,850.05		167710		
I-TMR202207288230	RETIREMENT CONTRIBUTIONS	R	8/03/2022	55,682.56		167710		177,612.95
52200	LAMPASAS PUBLIC UTILITIES							
I-07292022	JULY 2022	R	8/05/2022	54,504.71		167742		54,504.71
02976	WASTE CONNECTIONS							
I-2350723V165	RESIDENTIAL WASTE	R	8/05/2022	50,624.55		167778		
I-2350749V165	CITIZENS STATION	R	8/05/2022	902.36		167778		
I-2350765V165	LAMPASAS RECYCLE	R	8/05/2022	374.31		167778		51,901.22
03448	BROKEN B ERECTORS,LLC							
I-20220810	POLE BARN AT CEMETERY	R	8/11/2022	20,250.00		167838		20,250.00
03476	GAGE & CADE CONSTRUCTION,LLC							
I-NO 4 07312022	BUSINESS PARK EST #4	R	8/11/2022	70,959.13		167844		70,959.13
47585	KEMPNER WATER SUPPLY CORP							
I-07312022	DEBT PYMNTS 91-06 & 91-07	R	8/11/2022	19,146.97		167854		19,146.97
52781	LAMP SPRING HO FEST INC							
I-08052022	SPRING HO REIMBURSE	R	8/11/2022	5,000.00		167856		5,000.00

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02803	LANCE'S FIRE TRUCK REPAIR							
I-5499	LADDER 1 REPAIRS	R	8/11/2022	4,363.36		167872		4,363.36
03116	RELIANCE ARCHITECTURE							
I-327	HOSTESS HOUSE DESIGN DEV	R	8/11/2022	12,312.50		167884		12,312.50
02976	WASTE CONNECTIONS							
I-2350722V165	COMMERCIAL SOLID WASTE	R	8/11/2022	61,336.99		167895		61,336.99
00173	ALL SEASONS SERVICE INC							
I-26558	NEW A/C UNIT INSTALL	R	8/15/2022	5,780.00		167899		5,780.00
02754	MASTERCARD							
I-000001423G	TCEQ TEST FEE	R	8/15/2022	113.75		167910		
I-000002608G	TCEQ EXAM FEE	R	8/15/2022	113.75		167910		
I-000002641G	TCEQ EXAM FEE	R	8/15/2022	113.75		167910		
I-00965G	BREAKFAST-PARKS CREW	R	8/15/2022	63.63		167910		
I-00972G	WATER & GATORADE	R	8/15/2022	76.80		167910		
I-01045G	BREAKFAST-PARKS CREW	R	8/15/2022	76.16		167910		
I-01061G	LODGING	R	8/15/2022	639.40		167910		
I-01177G	COUNCIL MEAL/BELLA	R	8/15/2022	189.98		167910		
I-02011G*	HOTEL FOR TRAINING	R	8/15/2022	291.54		167910		
I-02536G*	DINNER/SCHLOTZSKY'S	R	8/15/2022	131.98		167910		
I-02755G	TEST PREP CLASS	R	8/15/2022	25.00		167910		
I-02990G	TMCCP SEMINAR	R	8/15/2022	285.00		167910		
I-06272022	DINNER FOR COUNCIL	R	8/15/2022	78.95		167910		
I-06302022	RENEWAL FEE	R	8/15/2022	111.00		167910		
I-06302022*	RENEWAL FEES	R	8/15/2022	111.00		167910		
I-07122022	TML ANNUAL CONFERENCE	R	8/15/2022	4,455.00		167910		
I-07132022	CLASS	R	8/15/2022	250.00		167910		
I-07212022	MASTERCARD	R	8/15/2022	64.00		167910		
I-07252022	MASTERCARD	R	8/15/2022	106.01		167910		
I-07262022	HOTEL FOR SEMINAR	R	8/15/2022	280.59		167910		
I-CS02228D18F	WEBSITE STOCK IMAGES	R	8/15/2022	29.00		167910		
I-DS001162623	DROP SEND BUSINESS LITE	R	8/15/2022	45.00		167910		
I-XRNJZEXBTSW	TX UNITES FOR ANIMAL	R	8/15/2022	245.00		167910		7,896.29
00951	SCHNEIDER ENGINEERING LLC							
I-000000062484	ENGINEERING	R	8/15/2022	2,716.25		167919		
I-000000062485	ENGINEERING	R	8/15/2022	1,000.00		167919		
I-000000062486	ENGINEERING	R	8/15/2022	15,230.00		167919		
I-000000062787	ENGINEERING	R	8/15/2022	7,811.25		167919		26,757.50

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8740	BRAZOS RIVER AUTHORITY							
I-5341	WATER RIGHTS	R	8/22/2022	440,000.00		167942		
I-5376	WATER RIGHTS	R	8/22/2022	295.00		167942		440,295.00
01344	CORE & MAIN LP							
I-R272343	TAP MACHINE 1/4" BIT	R	8/22/2022	118.14		167949		
I-R290493	WATER REPAIR PARTS	R	8/22/2022	2,152.10		167949		
I-R298796	18" HYMAX COUPLING	R	8/22/2022	2,238.30		167949		
I-R353163	2" METER	R	8/22/2022	4,502.84		167949		
I-R372377	WATER REPAIR PARTS	R	8/22/2022	1,709.72		167949		
I-R373300	BARRELL LOCKS	R	8/22/2022	28.32		167949		10,749.42
01029	LANGFORD COMMUNITY MANAGEMENT							
I-4797	CDBG ADMINISTRATION	R	8/22/2022	7,150.00		167962		7,150.00
00365	USA BLUE BOOK							
I-069715	HYDRANT METERS	R	8/22/2022	3,489.42		167979		
I-071427	NITRILE GLOVES	R	8/22/2022	1,275.60		167979		4,765.02
03116	RELIANCE ARCHITECTURE							
I-312	HOSTESS HOUSE DESIGN DEV	R	8/22/2022	32,012.50		167982		32,012.50
35299	HACH COMPANY							
I-13191019	AMC 5500 REAGENTS	R	8/24/2022	614.99		168031		
I-13191315	CL17 REAGENT SET	R	8/24/2022	314.06		168031		
I-13192098	SS IMMERSION WIPERS	R	8/24/2022	6,540.36		168031		7,469.41
03540	NOISE CONTROL SPECIALIST,LLC							
I-NCSI2542	ACOUSTICAL PANELS	R	8/24/2022	5,403.46		168041		5,403.46
02893	TEXAS MATERIALS GROUP INC							
I-2000075915	2022 SUMMER PAVING PROJ	R	8/24/2022	385,782.12		168047		385,782.12
02101	WATCHGUARD VIDEO							
I-ACCINV0029701	V300 CAMERA MOUNT; SHIRT	R	8/24/2022	1,104.00		168052		
I-CMINV0001431	EVIDENCE LIBRARY STORAGE	R	8/24/2022	742.71		168052		
I-CMINV0001539	EVIDENCE LIBRARY SOFTWARE	R	8/24/2022	10,620.00		168052		
I-CMINV0001784	EVIDENCE LIBRARY REDUN	R	8/24/2022	806.07		168052		
I-CMINV0002169	EVIDENCE LIBRARY	R	8/24/2022	905.58		168052		
I-CMINV0002634	EVIDENCE LIBRARY LOCAL REDU	R	8/24/2022	963.03		168052		15,141.39
02827	WRIGHT ASPHALT PRODUCTS COMPAN							
I-SINV188625	CRS-2P	R	8/24/2022	18,009.50		168054		18,009.50

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47585	KEMPNER WATER SUPPLY CORP							
I-07312022*	WATER FOR JULY	R	8/24/2022	80,296.84		168057		80,296.84
17865	COLONIAL LIFE & ACCIDENT							
I-AC1202208118236	ACCIDENT INSURANCE	R	8/31/2022	189.17		168075		
I-AC2202208258237	ACCIDENT INSURANCE	R	8/31/2022	189.21		168075		
I-AC3202208118236	ACCIDENT INSURANCE	R	8/31/2022	724.33		168075		
I-AC3202208258237	ACCIDENT INSURANCE	R	8/31/2022	707.33		168075		
I-CN1202208118236	CANCER INSURANCE	R	8/31/2022	310.13		168075		
I-CN2202208258237	CANCER INSURANCE	R	8/31/2022	310.14		168075		
I-HO3202208118236	HOSPITAL INCOME - PRETAX	R	8/31/2022	154.37		168075		
I-HO3202208258237	HOSPITAL INCOME - PRETAX	R	8/31/2022	154.37		168075		
I-HOS202208258237	HOSPITAL INCOME - PRETAX	R	8/31/2022	0.01		168075		
I-LF3202208258237	UNIV/COL LIFE AFTER TAX	R	8/31/2022	384.45		168075		
I-LF7202208118236	NON-PRETAX LIFE INSURANCE	R	8/31/2022	384.43		168075		
I-LF8202208118236	AFTER TAX COLONIAL PRODUCTS	R	8/31/2022	791.85		168075		
I-LF8202208258237	AFTER TAX COLONIAL PRODUCTS	R	8/31/2022	791.85		168075		
I-LP1202208118236	PRETAX LPSD DISABILITY	R	8/31/2022	0.01		168075		
I-LP3202208118236	LPSD DISABILITY AFTERTAX	R	8/31/2022	26.72		168075		
I-LP3202208258237	LPSD DISABILITY AFTERTAX	R	8/31/2022	26.72		168075		5,145.09
03376	PRINCIPAL LIFE INSURANCE COMPA							
I-202208318245	PRINCIPAL LIFE INSURANCE COMPA	R	8/31/2022	182.69		168093		
I-202208318246	ADJUSTMENTS/CORRECTIONS	R	8/31/2022	761.26		168093		
I-DN1202208118236	EMPLOYEE SHARE HEALTH INSUR	R	8/31/2022	703.50		168093		
I-DN1202208258237	EMPLOYEE SHARE HEALTH INSUR	R	8/31/2022	5.60		168093		
I-DN2202208118236	EMPLOYEE SHARE HEALTH INSUR	R	8/31/2022	5.60		168093		
I-DN2202208258237	EMPLOYEE SHARE HEALTH INSUR	R	8/31/2022	703.50		168093		
I-GDC202208258237	DENTAL INSURANCE PREMIUM	R	8/31/2022	873.62		168093		
I-GDE202208258237	DENTAL INSURANCE PREMIUM	R	8/31/2022	903.42		168093		
I-GDF202208258237	DENTAL INSURANCE PREMIUM	R	8/31/2022	1,342.25		168093		
I-GDS202208258237	DENTAL INSURANCE PREMIUM	R	8/31/2022	588.96		168093		
I-GVC202208258237	VISION INSURANCE PREMIUM	R	8/31/2022	130.34		168093		
I-GVE202208258237	VISION INSUR PREMIUM	R	8/31/2022	231.84		168093		
I-GVF202208258237	VISION INSURANCE PREMIUM	R	8/31/2022	234.50		168093		
I-GVS202208258237	VISION INSURANCE PREMIUM	R	8/31/2022	115.09		168093		
I-VS1202208118236	EMPLOYEE SHARE HEALTH PLAN	R	8/31/2022	85.72		168093		
I-VS2202208258237	EMPLOYEE SHARE HEALTH INSUR	R	8/31/2022	85.72		168093		6,953.61
01871	ROYAL VISTA INC							
I-DRAW 4 08192022	CDBG PAY APP #4	R	8/31/2022	86,269.40		168109		86,269.40
74775	SCOTT & WHITE HEALTH PLAN							
C-202208308243	ADJUSTMENT CORRECTION	R	8/31/2022	0.02CR		168110		
I-202208308239	SCOTT & WHITE RETIREES	R	8/31/2022	4,672.87		168110		
I-202208308240	L WILSON ADJUSTMENT	R	8/31/2022	372.20		168110		
I-202208308241	ADJUSTMENT OFF BY .01	R	8/31/2022	0.01		168110		
I-CCC202208258237	HEALTH INSURANCE PREMIUM	R	8/31/2022	7,105.80		168110		

VENDOR SET: 99 CITY OF LAMPASAS
 BANK: FSB BANCORPSOUTH
 DATE RANGE: 8/01/2022 THRU 8/31/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
I-CCE202208258237	HEALTH INSURANCE PREMIUM	R	8/31/2022	10,273.14		168110		
I-CCF202208258237	HEALTH INSURANCE PREMIUMS	R	8/31/2022	5,325.18		168110		
I-CCS202208258237	HEALTH INSURANCE PREMIUM	R	8/31/2022	3,966.65		168110		
I-HE1202208258237	HEALTH INSURANCE PREMIUM	R	8/31/2022	7,543.36		168110		
I-HEA202208118236	EMPLOYEE SHARE HEALTH INSURANC	R	8/31/2022	10,492.13		168110		
I-HEA202208258237	EMPLOYEE SHARE HEALTH INSURANC	R	8/31/2022	186.09		168110		
I-HEC202208118236	EMPLOYEE SHARE HEALTH INSURANC	R	8/31/2022	186.09		168110		
I-HEC202208258237	EMPLOYEE SHARE HEALTH INSURANC	R	8/31/2022	10,492.13		168110		
I-HI1202208258237	CITY HEALTH INSURANCE	R	8/31/2022	13,372.48		168110		
I-HID202208258237	CITY HEALTH INSURANCE	R	8/31/2022	14,907.76		168110		
I-HIE202208258237	EMPLOYEE CITY HEALTH CONTRIB	R	8/31/2022	18,987.75		168110		107,883.62
84250	TEXAS MUNICIPAL RETIREMENT SYS							
I-TMR202208018231	RETIREMENT CONTRIBUTIONS	R	8/31/2022	592.85		168113		
I-TMR202208118236	RETIREMENT CONTRIBUTIONS	R	8/31/2022	54,036.29		168113		
I-TMR202208258237	RETIREMENT CONTRIBUTIONS	R	8/31/2022	54,724.06		168113		109,353.20

* * T O T A L S * *

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	32	1,957,650.25	0.00	1,957,650.25
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	2	111,927.85	0.00	111,927.85
EFT:	2	811,678.55	0.00	811,678.55
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 99	BANK: FSB	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			36	2,881,256.65	0.00	2,881,256.65
BANK: FSB	TOTALS:		36	2,881,256.65	0.00	2,881,256.65
REPORT TOTALS:			36	2,881,256.65	0.00	2,881,256.65

SELECTION CRITERIA

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

CHECK SELECTION

CHECK RANGE: 000000 THRU 999999
DATE RANGE: 8/01/2022 THRU 8/31/2022
CHECK AMOUNT RANGE: 4,000.01 THRU 999,999,999.99
INCLUDE ALL VOIDS: NO

PRINT OPTIONS

SEQUENCE: CHECK NUMBER

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


City Manager

ITEM NO. 3.2

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

Subject:

Discussion and Possible Action concerning the second reading of an Ordinance Amending Appendix A (Fee Schedule), Chapter 82 (Utilities), Article V, Section (h) (Water Rates) of the Code of Ordinances of the City of Lampasas Providing for an increase in the rates to be charged for Water Service by the City of Lampasas; Providing for repeal of conflicting ordinances; providing a severability clause and providing an effective date.

Requested By: Yvonne Moreno, Finance Director

Submitted By: Yvonne Moreno, Finance Director

Date Submitted: September 7, 2022

For the Agenda of: September 12, 2022

Procurement and Funding Statement:

N/A

Attachments: Water Rate Ordinance

Summary Statement:

Please review the attached Ordinance. The rate increase was discussed during the 2022-2023 proposed budget workshop. As discussed, the base rate on the water rates will increase by \$2.25 and the rate per 1,000 gallons will increase by \$0.10. The last increase in water rates was in 2018.

Recommendation:

Motion to approve the Ordinance.

AN ORDINANCE AMENDING APPENDIX A (FEE SCHEDULE), CHAPTER 82 (UTILITIES), ARTICLE V, SECTION (h) (WATER RATES) OF THE CODE OF ORDINANCES OF THE CITY OF LAMPASAS PROVIDING FOR AN INCREASE IN THE RATES TO BE CHARGED FOR WATER SERVICE BY THE CITY OF LAMPASAS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Lampasas is legally empowered to regulate water rates charged to customers of its municipal system; and

WHEREAS, the City Council of the City of Lampasas recognizes a need to revise its water rates to maintain a fiscally sound enterprise fund; and

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

SECTION I. THAT the matters and facts recited in the preamble hereof are hereby found and determined to be true and correct.

SECTION II. THAT Chapter 82 Appendix A—Fee Schedule, Article V “Rates, Charges, and Billing Procedures” Section (h) Water Rates of the Code of Ordinance of the City of Lampasas, Texas is hereby amended as per the following:

(h) Water rates:

- (1) Residential and Apartment rates in City (separately metered):
 - a. Minimum Base rate per month per metered water connection 27.25
 - b. Per each 1,000 gallons of water consumed per month 4.55
- (2) Apartment rates in City (mastered metered):
 - a. Minimum Base rate per month per apartment unit 22.25
 - b. Per each 1,000 gallons of water consumed per month 4.55
- (3) Commercial and Industrial rates in City:
 - a. Minimum Base rate per month per metered water connection 34.25
 - b. Per each 1,000 gallons of water consumed per month 4.70
- (4) Residential and Apartment rates outside City (separately metered):
 - a. Minimum Base rate per month per metered water connection 42.25
 - b. Per each 1,000 gallons of water consumed per month 4.60
- (5) Apartment rates outside City (master metered):
 - a. Minimum Base rate per month per metered water connection 37.25
 - b. Per each 1,000 gallons of water consumed per month 4.60
- (6) Commercial and Industrial rates outside City
 - a. Minimum Base rate per month per apartment unit 52.25
 - b. Per each 1,000 gallons of water consumed per month 4.70

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

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

SECTION V. CONFLICTING ORDINANCES. That all ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of said conflict.

SECTION VI. EFFECTIVE DATE. This ordinance shall be effective beginning with the first billing period for the month of October 2022.

SECTION VII. The Mayor is hereby authorized to sign this ordinance and the City Secretary to attest. This Ordinance shall become effective in accordance with the City Charter and the laws of the State of Texas.

READ AND APPROVED on the First Reading this _____ day of _____, 2022.

PASSED AND APPROVED, on the Second Reading, at a regular meeting of the City Council of the City of Lampasas, Texas this _____ day of _____, 2022, at which meeting a quorum was present, held in accordance with the provisions of Article 6252-17, V.A.T.S.

APPROVED:

TJ Monroe, Mayor

ATTEST:

Becky Sims, City Secretary

Approved as to Form:
Jo Christy Brown, City Attorney
(Signature of Attorney Provided on Separate Page, to be Attached)

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City of Lampasas

M E M O

To: Mayor and City Council
From: Finley deGraffenried
Re: Manager's Report
Date: 9 September 2022

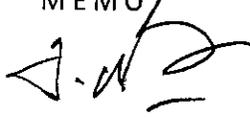
- Pressure Plane** Although the Upper Pressure Plane Study, procured by the City in November 2019, has been substantially presented to the Council last year, staff have received the bound, final draft this week. As discussed previously, the Upper Pressure Plane Study could be more accurately titled as a Long-Term Master Plan for the City's water infrastructure. The Study includes analysis of existing conditions; service area with potential growth; future demand and capacity; hydraulic models; and recommendations. The LEDC Business Park development was also designed in coordination with the recommendations for future growth. Council has identified funding for an initial, phased implementation of the Plan. Staff is pleased to provide a copy to Council on request.
- Paving** The Street Department has completed a substantial portion of this year's seal coat paving program. 1st Street, from Willis to Rice, and 4th Street from Willis to Steele (not developed) has been paved. Staff had hoped to pave Naruna, from the Bridge to Howe, however, did not have enough emulsion to complete the roadway. Previously, City contractors performed mill and HMAC overlay in the Sue Ann Subdivision and on Chestnut. Road work was identified and prioritized through PASER ratings conducted by the Street Department this Spring. Streets and maintenance methods are determined based on the best value for extending the useful life of the surface.
- Business Park** Attached is Pay Application No. 5 for Phase 1 LEDC Business Park Improvements for a current amount due of \$370,969.67. Of that amount, as noted on the included MEMO, \$89,065.65 is eligible for ARPA funding. Based on the Pay Application, the project is 66% complete. Contractors continue to install base in preparation for curb installation and paving. Mandy and Ryan may provide additional details regarding progress at the meeting.
- Sales Tax** September sales tax summary indicate an 11.98%, \$26,754.04, improvement from September 2021. Year to date the City has received \$2,131,286.52 compared to \$1,946,824.83 during the same period last year. \$184,461.69, or 9.47%, better than previous year.
- Gateway Signage** The City was contacted today by Libby Bluntzer, representing Vision, regarding the installation of a welcome sign on South 183. Council is likely aware the Airport welcome sign was a collaborative project by Vision which included donated stone and trade work. The stone will again be donated, and Libby noted it was on Catherine Metzger's list of community projects that she intended to have completed. Specifications are not available at the time of

publication, however; staff understands the stone will be approximately 12' x 5'. The City will likely be asked to assist with footings and fence relocation, however; the share should be relatively minor compared to the total investment. The sign will be located on the Bumpus property, and is identified as a need in the Comprehensive Plan.

City of Lampasas

M E M O

To: Yvonne Moreno, Finance Director
From: Finley deGraffenried
CC: Mandy Walsh, Economic Development Director
Ryan Ward, Assistant City Manager
Re: Allocation of ARPA Funds, Business Park Phase 1 Development, Pay Request No. 5
Date: 9 September 2022



On February 14, 2022 City Council authorized the allocation of American Rescue Plan Act ("ARPA") funds for water and wastewater improvements for Phase 1 Business Park development. The amount allocated by motion was \$971,176.00. The attached Pay Certification No. 5 includes Change Order No. 1 which includes a reduction of water and wastewater expense, effectively reducing the amount of qualifying ARPA funds to \$876,546.00. I have also added \$2,625.00 for an existing slab demolition, which was necessary for the installation of water distribution lines. The total eligible ARPA expense is now \$879,171.00

Eligible water and wastewater expenses noted on Pay Request No. 5, and verified by the LEDC's consulting engineer, are \$89,065.65; of which \$8,906.57 should be held in retainage, for a current payment of \$80,159.08 from ARPA funds.

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER:
 LAMPASAS ECONOMIC DEVELOPMENT CORP
 312 EAST THIRD
 LAMPASAS, TX 76550
 FROM CONTRACTOR:
 GAGE & CADE CONSTRUCTION LLC
 1107 COUNTY RD 264
 BERTRAM, TX 78605

AIA DOCUMENT G702

APPLICATION NO: 5

PAGE 1 OF 4 PAGES

PERIOD TO: 8/31/2022

DATE: 8/23/2022

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

- 1. ORIGINAL CONTRACT SUM \$ 2,747,544.50
- 2. Net change by Change Orders \$ (71,380.00)
- 3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 2,676,164.50
- 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 1,764,820.51
- 5. RETAINAGE:
 - a. 10 % of Completed Work \$ 176,482.05
 - b. % of Stored Material \$ Included in above
 - Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 176,482.05
- 6. TOTAL EARNED LESS RETAINAGE \$ 1,588,338.45
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)
- 8. CURRENT PAYMENT DUE \$ 1,217,368.78
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 370,969.67
- 1,087,826.05

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	(\$71,380.00)
Total approved this Month	\$0.00	
TOTALS	\$0.00	(\$71,380.00)
NET CHANGES by Change Order		(\$71,380.00)

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By:  Date: 8/23/2022

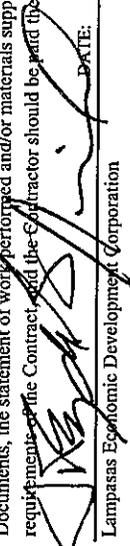
CERTIFICATION OF THE ENGINEER

I certify that I have checked and verified the above and foregoing Periodic Pay Estimate for Partial Payment, to the best of my knowledge and belief, is a true and correct statement of work performed and/or material supplied by the Contractor, all work and/or material included herein has been inspected by representatives authorized by the City of Lampasas, and this partial payment claimed/request by the contractor is computed correctly.

 DATE: 8/30/2022
 Derrek Eckerman, P.E., Eckermann Engineering, Inc.

PRE-PAYMENT CERTIFICATION BY DEPARTMENT:

I certify, to the best of my knowledge, that all work and/or materials furnished conform to the approved Contract Documents, the statement of work performed and/or materials supplied is accurate, the Contractor is observing the requirements of the Contract, and the Contractor should be paid the amount requested.

 DATE: 7/9/22
 Lampasas Economic Development Corporation



Glenn Hegar
Texas Comptroller of Public Accounts



Tax Allocations

City Sales and Use Tax Comparison Summary September 2022

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

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

U/C = Unable To Compute Percentage Change

Total Net Payments This Period: **\$665,700,950.01**; Comparable Payment Prior Year: **\$595,700,716.86**; Percent Change: **11.75%**

Total Payments YTD: **\$6,047,500,531.50**; Total Prior Year Payment YTD: **\$5,258,633,512.69**; Percent Change: **15.00%**

City	Net Payment This Period	Comparable Payment Prior Year	% Change	Payment YTD	Prior Year Payment YTD	% Change
Lampasas	\$249,953.39	\$223,199.35	11.98%	\$2,131,286.52	\$1,946,824.83	9.47%

⏪ ⏩ Rows 1 to 1 of 1168 Total ⏪ ⏩

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

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

Subject:

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

Requested By: Monica Wright, Director of Information Systems

Submitted By: Monica Wright, Director of Information Systems

Date Submitted: September 7, 2022

For the Agenda of: September 12, 2022

Procurement and Funding Statement:

N/A

Attachments: August Photo Entries

Summary Statement:

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

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

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

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

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

Recommendation:

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

Entry 1

Deborah Wintle
Rdwintle@yahoo.com

“Fishin’ on the Creek” was taken at W.M. Brook Park in Lampasas, TX.



Entry 2

Delana Fritz
dfritz@cityoflampasas.com

“A Message After the Storm” was taken at the Lampasas Police Department in Lampasas, TX.



Entry 3

Regina Morgan

regina.morgan@gmail.com

“Sunset at Oak Hill” was taken at Oak Hill Cemetery in Lampasas, TX.




City Manager

ITEM NO. 7.2

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

Subject:

Discussion and possible action to consider approval, denial or approval with modification the first reading of an Ordinance for a Specific Use Permit (SUP) to allow for an accessory structure commonly referred to as a guesthouse in an area zoned Single Family Residential-10 "SF-10" Lampasas County, Lampasas, Texas, for property described as Block 2, lots 6-7, Fairview Addition, commonly known as 101 N Rice Street, Lampasas, Texas.

Requested By: Becky Sims, City Secretary/Zoning Administrator

Submitted By: Becky Sims, City Secretary/Zoning Administrator

Date Submitted: September 8, 2022

For the Agenda of: September 12, 2022

Procurement and Funding Statement:

Attachments: P & Z Packet

Summary Statement:

The property owner is applying for a Specific Use Permit (SUP) to allow for an accessory dwelling to the main structure commonly referred to as a guesthouse. The property owner is in the process of adding a bedroom and bathroom to the building and upon approval would like to add a kitchenette for guest use. Mr. Kuker is aware that this dwelling cannot be used as rental property as stated in the letter and will only be used at the pleasure of the homeowner/occupant. Staff mailed twenty-six (26) notices to property owners within a 200 ft radius, two letters were returned in favor of the request and none in protest. This case was heard before the Planning Commission on September 1, 2022 and they recommended approval of the Specific Use Permit.

Recommendation:

To consider a motion to approve, deny or approve with modifications the first reading of an Ordinance for a Specific Use Permit (SUP) to allow for an accessory structure commonly referred to as a guesthouse in an area zoned Single Family Residential-10 "SF-10" Lampasas County, Lampasas, Texas, for property described as Block 2, lots 6-7, Fairview Addition, commonly known as 101 N Rice Street, Lampasas, Texas.

ORDINANCE NO. _____

AN ORDINANCE GRANTING A REQUEST FOR A SPECIFIC USE PERMIT TO ALLOW FOR AN ACCESSORY DWELLING COMMONLY KNOWN AS A GUEST HOUSE IN AN AREA ZONED SINGLE FAMILY RESIDENTIAL-10 "SF-10"; BLOCK 2, LOTS 6-7 FAIRVIEW ADDITION, SPECIFICALLY LOCATED AT 101 N RICE, LAMPASAS, TEXAS LAMPASAS COUNTY, DETAILING RESTRICTIONS RELATED THERETO; ORDERING A CHANGE TO ORDINANCE NO. 878 AND THE ACCOMPANYING CITY OF LAMPASAS' ZONING MAP REFLECTING SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Ronald W and Debra F Kuker, property owners filed a request for a Specific Use Permit to allow for an accessory dwelling, commonly known as a guesthouse in an area zoned Single Family Residential -10 "SF-10" Lampasas County, Lampasas, Texas. The property is described as Block 2, Lot 6-7 Fairview Addition, specifically located at 101 N Rice, Lampasas, Texas.

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

WHEREAS, pursuant to Section 10 of the Zoning Ordinance of the City of Lampasas, Texas, public notice has been given, and a public hearing was held on September 1, 2022 by the Planning & Zoning Commission regarding the request for a Specific Use Permit by the Applicant; and

WHEREAS, pursuant to Section 10 of the Zoning Ordinance of the City of Lampasas, Texas, public notice has been given, and a public hearing was held on September 12, 2022, by the City Council regarding the request for a Specific Use Permit by the Applicant; and

WHEREAS, the City Council finds that it is in the public interest to approve the requested Specific Use Permit for an accessory dwelling, commonly known as a guesthouse in an area zoned Single Family Residential-10 "SF-10"

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

Part 1: That the Specific Use Permit requested by Ronald W and Debra F Kuker (owner), for an Accessory Dwelling, commonly known as guesthouse in an area zoned Single Family Residential-10 "SF-10" Lampasas County, Lampasas, Texas. The property is described as Block 2, Lot 6-7 Fairview Addition, specifically located at 101 N Rice Lampasas, Texas.

Part 2: The City's staff shall take actions necessary to reflect this revision in City documentation, including a change to the City's Zoning map.

Part 3: This Ordinance shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City's Charter, Code of Ordinances, and the laws of State of Texas.

Passed and approved the First Reading on the 12^h day of September 2022.

Passed and Adopted on the Second Reading on the 26th day of September 2022.

APPROVED:

ATTEST:

TJ Monroe, Mayor

Becky Sims, City Secretary

APPROVED AS TO FORM:

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

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City Manager

ITEM NO. 7.3

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

Subject:

Discussion and possible action regarding the Gamel Addition Minor Plat with variances being all of two tracts of land and part of lot 2, Block 30 of Matthew & Wilkes Addition, Lampasas, Texas Lampasas County.

Requested By: Becky Sims, City Secretary/Zoning Administrator

Submitted By: Becky Sims, City Secretary/Zoning Administrator

Date Submitted: September 8, 2022

For the Agenda of: September 12, 2022

Procurement and Funding Statement:

Attachments: P & Z Packet

Summary Statement:

Daniel K Johnson, Owner, presented his request to the City's Zoning Board of Adjustment to grant a variance(s) to the City's Zoning Ordinance; which was approved at the July 26, 2022 meeting; specifically, Single Family Residential-6 "SF-6" for a reduction in depth from 110' to 105' and a reduction in width from 50' to 45'. The property is currently zoned Single Family Residential-6 "SF-6". The area surrounding the property is Single Family Residential-6 "SF-6". The lot is irregular and requires a variance to the width and depth to make it buildable. The lot does comply with the 25 ft front yard setback and 6 ft side & rear set back. This case was heard by the Planning Commission on September 1, 2022 and they did recommend approval to Council.

Recommendation:

To consider a motion to approve the Gamel Addition Minor Plat with Variances to Lot #1.

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City Manager

ITEM NO. 7.4

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

Subject:

Discussion and possible action regarding the Minor Plat of Cresta De Mesa Soleads, 6.13 acres out of the James R. Cook Survey, Abstract No. 110, Lampasas County, Texas.

Requested By: Becky Sims, City Secretary/Zoning Administrator

Submitted By: Becky Sims, City Secretary/Zoning Administrator

Date Submitted: September 8, 2022

For the Agenda of: September 12, 2022

Procurement and Funding Statement:

Attachments: P & Z Packet

Summary Statement:

John and Janice Allen and David O'Neal, Owners, are requesting approval of a Minor Plat of Cresta de Mesa Soleads; 6.13 acres subdivided into three tracts within the Extra-Territorial Jurisdiction (ETJ) of Lampasas City Limits. The property is located in the ETJ and does not have a Zoning designation. City Water is readily available for all three tracts. City Electric is available for Tract One & Tract Three, Tract Two will require an extension of services otherwise this plat would have been approved administratively. Sewer Services provided by Onsite Sanitary Septic Facilities (OSSF). This case was heard by the Planning Commission on September 1, 2022 and they did recommend approval to Council.

Recommendation:

To consider a motion to approve the Minor Plat of Cresta de Mesa Soleads; 6.13 acres subdivided into three tracts within the Extra-Territorial Jurisdiction (ETJ) of Lampasas City Limits.

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City Manager

ITEM NO. 7.5

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

Subject:

Discussion and possible action regarding proposal from Schneider Engineering for Stand-by Generator Design for the installation of four stand-by generators to serve the wastewater treatment plant (WTP), the plant office, water pump stations, animal shelter, and a portable generator for lift stations in the amount of \$30,500.00.

Requested By: Ryan Ward, Assistant City Manager

Submitted By: Ryan Ward, Assistant City Manager

Date Submitted: September 9, 2022

For the Agenda of: September 12, 2022

Procurement and Funding Statement:

ARPA Funding

Attachments:

Summary Statement:

The City of Lampasas has been focused on improving redundancy, as well as continuous service, in the event a natural disaster or act of God takes place. Installation of backup generation was identified for critical water/wastewater infrastructure, as well as the animal shelter. The design of the various generation locations will be included in this proposal. Key items for this proposal are preparation of construction drawings, itemized material list and cost estimate, bidding and contract support, construction support, field staking of generator location and bid specifications.

Recommendation:

To consider a motion to approve the professional civil engineering services agreement with Schneider Engineering for Stand-by Generator Design of four stand-by generators in the amount of \$30,500.00.

SCHNEIDER ENGINEERING, LLC



PROPOSAL
STAND-BY GENERATOR DESIGN

PREPARED FOR
CITY OF LAMPASAS

AUGUST 19, 2022

CLIENT:	City of Lampasas
PROJECT:	Stand-by Generator Design for WTP, Office Building, Spring St. Pump Station and Animal Shelter

SCOPE OF WORK:

Schneider Engineering, LLC (SE) is pleased to present this proposal to the City of Lampasas to provide engineering design and support services for the installation of four stand-by generators to serve the WTP, the plant office, water pump stations, animal shelter, and a portable generator for lift stations.

Layout and Design

- Prepare construction and detail drawings for the installation of one 3Ø, 480/277 V stand-by generator for the WTP with automatic transfer switch, one 3Ø, 240/480 V stand-by generator for the Spring Street Pump Station, one 3Ø, 208/120 V stand-by generator with automatic transfer switch for the animal shelter and one 1Ø, 120/240 V stand-by generator for the plant office building including foundations and transfer switch mounting racks as necessary.
- Provide description of major material items to be installed as shown on layout drawings.
- Bidding and Contracting Support to include:
 - Participation in Pre-bid meeting.
 - Respond to Q&A and Prepare Addenda.
 - Bid Evaluation and Recommendation.
 - Preparation for a detailed estimate of cost for construction.
- Construction support to include:
 - Participation in Pre-construction meeting.
 - Contractor Submittal Review.
 - Contractor Invoice Review.
 - Have staff available during construction to respond to Contractor questions and/or RFI's.
 - Review change order requests and make recommendations.
 - Daily construction inspections to be performed by the City of Lampasas personnel.
- Stake proposed generator locations.
- Prepare bid specification for one, 3Ø, 408/240 V portable generator to support lift stations.

Submittals & Documents

- Preliminary (PFR) and final (IFC) design review with Client: SE will maintain contact with the Client and transmit preliminary review drawings during the design process to ensure details conform to project requirements. After City of Lampasas review, and upon completion of the design, SE will submit final review drawings to the Client. SE will update final review drawings per Client comments.

COST ESTIMATE:

Schneider Engineering, LLC will perform services under this agreement related to the above referenced Scope of Work and will provide to City of Lampasas itemized invoices for services performed. Services will be billed on an hourly/work performed basis, plus reimbursable expenses. Fees will be based on actual work performed. The estimated budget for completion of the above referenced Scope of Work is **\$30,500**.

APPROVAL: _____

DATE: _____



City Manager

ITEM NO. 7.6

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

Subject:

Discussion and possible action regarding proposal from Schneider Engineering regarding Overhead Distribution Adjustment related to TxDOT widening project of Naruna Road in the amount of \$16,200.00.

Requested By: Ryan Ward, Assistant City Manager

Submitted By: Ryan Ward, Assistant City Manager

Date Submitted: September 9, 2022

For the Agenda of: September 12, 2022

Procurement and Funding Statement:

This a budgeted item with funds available in GL account 81-01-510-5346

Attachments:

Summary Statement:

TxDOT will be widening Naruna Road at the intersection of US-281, requiring adjustment to the City of Lampasas double circuit distribution that crosses US-281 and continues in the Naruna Road right-of-way. The double circuit crossing US-281 is at a slight angle with existing down guys to offset the angles on both sides of the US-281 right-of-way, creating the need to have an engineered design to accommodate the relocation effort.

Recommendation:

To consider a motion to approve the professional civil engineering services agreement with Schneider Engineering for the US-281 Project in the amount of \$16,200.00.

SCHNEIDER ENGINEERING, LLC



PROPOSAL
NARUNA RD. AT US 281 OVERHEAD ADJUSTMENT

PREPARED FOR
CITY OF LAMPASAS

August 22, 2022

CLIENT:	City of Lampasas
PROJECT:	Naruna Rd. at US 281 Overhead Adjustment

SCOPE OF WORK:

TxDOT intends to widen Naruna Road at the intersection with US 281 requiring adjustment to the City of Lampasas double circuit distribution that crosses US 281 and continues in the Naruna Rd right-of-way, as shown on the plan provided by Mr. Flint Geagley on September 27, 2021. The double circuit crossing US 281 is at a slight angle with existing down guys to offset the angles on both sides of the US 281 right-of-way.

OVERHEAD DISTRIBUTION ADJUSTMENT:

- Prepare construction documents and specifications with structure framing details, stringing charts, and BOM for the proposed overhead adjustment along Naruna Rd and crossing US 281.
- Prepare coordinate file for staking of overhead distribution.
- Stake the proposed overhead distribution using GPS equipment per approved plans.
- Prepare TxDOT permits for submittal by the City of Lampasas.

ASSUMPTIONS:

- Staking assumes one trip to the site. Re-staking is not included in the proposed cost.
- SE's services do not include any easement exhibit development or procurement. All easements are assumed to exist.
- SE requires two (2) weeks notification of desired staking date to schedule personnel and equipment.
- This proposal assumes the new TxDOT right-of-way will be acquired prior to SE beginning design work and not subject to change.

COST ESTIMATE:

The time and material proposal cost for the engineering services for the scope of work described above is \$ 16,200.

APPROVAL: _____

DATE: _____

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City Manager

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

7.7
Item No.

SUBJECT:

Discussion and possible action concerning the first reading of an Ordinance approving and adopting a Budget for operating the Municipal Government of the City of Lampasas for the Fiscal Year Beginning on October 1, 2022 and ending on September 30, 2023; Appropriating money for the various funds and purposes of such budget including appropriations of money to pay interest and principal Sinking Fund requirements on all indebtedness; Providing a severability clause; providing a repealer clause for the repeal of all Ordinances and Appropriations in conflict with the provisions of this Ordinance; and Establishing an Effective Date.

REQUESTED BY: Yvonne Moreno, Finance Director

SUBMITTED BY: Yvonne Moreno, Finance Director

DATE SUBMITTED: Sept. 7, 2022 FOR THE AGENDA OF: Sept 12, 2022

Expenditure Required: N/A

Available Funding: N/A

Attachments: Ordinance

SUMMARY STATEMENT:

The attached ordinance will formally adopt the proposed budget for the 2022-2023 Fiscal Year.

Recommendation: Please take record vote on adopting the budget.

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ADOPTING A BUDGET FOR OPERATING THE MUNICIPAL GOVERNMENT OF THE CITY OF LAMPASAS FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2022 AND ENDING ON SEPTEMBER 30, 2023; APPROPRIATING MONEY FOR THE VARIOUS FUNDS AND PURPOSES OF SUCH BUDGET INCLUDING APPROPRIATIONS OF MONEY TO PAY INTEREST AND PRINCIPAL SINKING FUND REQUIREMENTS ON ALL INDEBTEDNESS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE FOR THE REPEAL OF ALL ORDINANCES AND APPROPRIATIONS IN CONFLICT WITH THE PROVISIONS OF THIS ORDINANCE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, a budget for operating the municipal government of the City of Lampasas for the fiscal year October 1st, 2022, to September 30th, 2023, has been prepared and reviewed by City Council through a series of workshops with city staff; and

WHEREAS, opportunity for public input was provided at the Public Hearing conducted on September 7, 2022 for which notice was posted in the local newspaper; and

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

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

SECTION 1. That the City Council of the City of Lampasas ratifies, approves and adopts the budget as finally considered for the fiscal year of October 1, 2022, to September 30, 2023, a copy of which shall be filed with the office of the City Secretary and with the Lampasas County Clerk and which is incorporated herein for all intents and purposes.

SECTION 2. That the appropriations for the 2022-2023 fiscal year for the different administrative units and purposes of the City of Lampasas, Texas be fixed and determined for said fiscal year in accordance with the expenditures shown in said budget, and that the distribution and division of said appropriations be made in accordance with said budget including such amounts shown for providing for sinking funds for the payment of the principal and interest and the retirement of the bonded debt of the City of Lampasas.

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

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

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

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

READ AND APPROVED on the First Reading this _____ day of _____, 2022.

PASSED AND APPROVED, on the Second Reading, at a regular meeting of the City Council of the City of Lampasas, Texas this _____ day of _____, 2022, at which meeting a quorum was present, held in accordance with the provisions of Article 6252-17, V.A.T.S.

APPROVED

TJ Monroe, Mayor

ATTEST:

Becky Sims, City Secretary

APPROVED AS TO FORM:

Jo Christy Brown, City Attorney

(Signature of Attorney Provided on Separate Page, to be Attached)

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City Manager

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

7.8
Item No.

SUBJECT:

Discussion and possible action concerning the first reading of an Ordinance setting the Tax Rate and Levying a tax upon all property subject to taxation within the City of Lampasas, Texas for the 2022 Tax Year for the use and support of the Municipal Government of the City of Lampasas for the Fiscal Year beginning October 1, 2022 and ending September 30, 2023; Apportioning said levy among the various funds and items for which revenue must be raised including providing a Sinking Fund for the retirement of the Bonded Debt for the City of Lampasas; and establishing an Effective date.

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

DATE SUBMITTED: Sept. 7, 2022 FOR THE AGENDA OF: Sept. 12, 2022

Expenditure Required: N/A
Available Funding: N/A
Attachments:

SUMMARY STATEMENT:

The attached ordinance adopts a total tax rate of \$0.3156 cents for the 2022 tax year. The tax rate is divided between \$0.2465 cents for general fund maintenance and operations and \$0.0691 cents for debt service (interest and sinking fund.)

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

“I move that property tax rate be decreased by the adoption of a tax rate of \$0.3156, which is effectively a 9.05 percent increase in the tax rate.”

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

ORDINANCE NO. _____

AN ORDINANCE SETTING THE TAX RATE AND LEVYING A TAX UPON ALL PROPERTY SUBJECT TO TAXATION WITHIN THE CITY OF LAMPASAS, TEXAS, FOR THE 2022 TAX YEAR FOR THE USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY OF LAMPASAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023; APPORTIONING SAID LEVY AMONG THE VARIOUS FUNDS AND ITEMS FOR WHICH REVENUE MUST BE RAISED INCLUDING PROVIDING A SINKING FUND FOR THE RETIREMENT OF THE BONDED DEBT OF THE CITY; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

WHEREAS, a public hearing was duly held on September 7, 2022 and all interested persons were given an opportunity to be heard; and

WHEREAS, the City Council has complied with all applicable requirements of the Texas Property Tax Code prior to setting the tax rate for said City for 2022; and

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

SECTION 1. That the tax rate of the City of Lampasas, Texas for the tax year 2022 be, and is hereby, set at \$0.3156 on each one hundred dollars (\$100) of the taxable value of real and personal property not exempt from taxation by the constitution and laws of this state situated within the corporate limits of said City.

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

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 9.05 PERCENT AND WILL DECREASE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$25.80

SECTION 2. That there is hereby levied and there shall be collected for the tax year 2022 for the use, support, and permanent improvements of the municipal government of the City of Lampasas, Texas and to provide interest and sinking funds for the retirement of debt, upon all real and personal property not exempt from taxation by the constitution and laws of this state situated within the corporate limits of said City, said tax; and said tax , so levied and collected shall be apportioned to the specific purposes hereinafter set forth; to wit;

- A. For the payment of current expenses and to be deposited in the general fund (for the purposes of maintenance and operations) \$0.2465 cents on each one hundred dollars (\$100) of the taxable value of such property; and,

B. To pay interest and principal sinking fund requirements on all outstanding indebtedness of said City \$0.0691 Cents on each \$100 dollars (\$100) of taxable value of such property.

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

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

SECTION 5. That monies collected pursuant to this Ordinance shall be expended as set forth in the City of Lampasas Annual Budget 2022-2023.

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

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

READ AND APPROVED on the First Reading this _____ day of _____, 2022.

PASSED AND APPROVED, on the Second Reading, at a regular meeting of the City Council of the City of Lampasas, Texas this _____ day of _____, 2022, at which meeting a quorum was present, held in accordance with the provisions of Article 6252-17, V.A.T.S.

APPROVED

TJ Monroe, Mayor

ATTEST:

Becky Sims, City Secretary

APPROVED AS TO FORM:

Jo Christy Brown, City Attorney

(Signature of Attorney Provided on Separate Page, to be Attached)

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City Manager

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

7.9
Item Number

SUBJECT:

Discussion and possible action regarding Ratifying the Property Tax Revenue Increase reflected in the Fiscal Year 2022-2023 Budget.

REQUESTED BY: Yvonne Moreno

SUBMITTED BY: Yvonne Moreno

DATE SUBMITTED: Sept. 7, 2022 FOR THE AGENDA OF: Sept. 12, 2022

Expenditure Required: N/A

Available Funding: N/A

Attachments: none

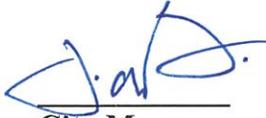
SUMMARY STATEMENT:

Local Government Code, Section 102.007 requires a separate vote of the governing body of a city to ratify the property tax revenue increase reflected in the budget. The separate vote is in addition to and separate from the vote to adopt the budget or a vote required to set the tax rate.

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

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

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City ManagerITEM NO. 7.10

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

Subject:

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

Requested By: Yvonne Moreno, Finance Director

Submitted By: Yvonne Moreno, Finance Director

Date Submitted: September 8, 2022

For the Agenda of: September 12, 2022

Procurement and Funding Statement:

N/A

Attachments: Investment and Strategy Policy

Summary Statement:

The Investment and Strategy Policy has to be approved by Resolution on an annual basis. No changes have been made since the prior approval in August 2021.

Recommendation:

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

Resolution _____

CITY OF LAMPASAS

INVESTMENT AND STRATEGY POLICY

September 12, 2022

1. POLICY

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

11. SCOPE

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

Funds Included.

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

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

City Funds Excluded: None.

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

111. STANDARD OF CARE - PRUDENCE

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

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

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

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

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

IV. OBJECTIVE AND STRATEGY

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

The primary objectives, in priority order, shall be:

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

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

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

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

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

V. RESPONSIBILITY AND CONTROL

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

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

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

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

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

VI. ETHICS

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

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

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

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

VII. AUTHORIZED INVESTMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

VIII. BROKER/DEALERS

Depository

At least every five years a banking services depository shall be selected through a competitive request for proposal process. In selecting a depository, the services, cost of services, credit worthiness, earnings potential, and collateralization by the institutions shall be considered. All time and demand deposits in any depository shall be insured or collateralized at all times in accordance with this Policy.

Other banking institutions from which the City may purchase depository certificates of deposit will also be designated as a depository for collateral purposes and shall submit annual financial reports to the City. All depositories will execute a depository agreement and have the Bank's Board or Bank Loan Committee pass a resolution approving the agreement.

Security Broker/Dealers

All financial institutions and broker/dealers who desire to transact business with the City must supply the following documents will be maintained by Finance or the Adviser.

- Financial Industry Regulatory Agency (FINRA) registration and CRD #
- Proof of Texas State Securities registration

A list of qualified broker/dealers will be reviewed and adopted at least annually by the Council. In order to perfect the DVP process the banking services depository, or its brokerage subsidiary, will not be used as a broker.

Signed Investment Policy Certification Form

A written copy of the Investment Policy shall be presented to any pool in which the City participates. An investment management firm under contract with the City to invest or manage the City's investment portfolio shall also provide the policy certification.

The qualified representative of the Pool shall execute a written instrument in a form acceptable to the City and the Pool substantially to the effect that the Pool has:

- A. received and acknowledged the Investment Policy of the City; and
- B. acknowledged that the Pool has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the City and the Pool that are not authorized by the City's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of the City's entire portfolio or requires an interpretation of subjective investment standards.

The Investment Officer and Investment Adviser may not transact any business from a person or business organization who has not delivered to the City the instrument required above.

Nothing in this subsection relieves the City of the responsibility for monitoring its investments to determine that they are in compliance with the Investment Policy. The City Council retains the ultimate fiduciary responsibility for all City funds.

IX. INTERNAL CONTROLS

The Investment Officer shall establish an annual process of independent review by an external auditor. This review will provide internal control by assuring compliance with policies and procedures.

The Investment Officer(s) is responsible for establishing and maintaining an internal control structure designed to reasonably assure that assets are protected from loss, theft, or misuse. The concept of reasonable assurance recognizes that the cost of a control should not exceed the benefits likely to be derived, and, the valuation of costs and benefits requires ongoing estimates and judgments by management.

Cash Flow Forecasting

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

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

Monitoring Credit Ratings

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

Monitoring FDIC Status for Mergers and Acquisitions

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

X. SAFEKEEPING AND CUSTODY

Collateral Pledged to the City

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

Collateral Agreement

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

Collateral Defined

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

Subject to Audit

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

Safekeeping of City Owned Securities

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

Delivery vs. Payment

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

XI. REPORTING

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

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

All market prices will be obtained from an independent source.

XII. REVIEW AND REVISION

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

XIII. ADOPTION

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

Yvonne Moreno, Finance Director

Approved by the City Council:

Date: _____

TJ Monroe, Mayor

Becky Sims, City Secretary

APPENDIX A INVESTMENT STRATEGY FOR CURRENT ANNUAL REVIEW
August 2021

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Yvonne Moreno, Finance Director

Approved by the City Council:

Date: _____

TJ Monroe, Mayor

Becky Sims, City Secretary


City ManagerITEM NO. 7.11

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

Subject:

Discussion and possible action regarding HOT fund request by Vision Lampasas in the amount of \$2,000 for event expenses related to the Indian Artifact, Mineral & Gem Show on September 17, 2022.

Requested By: Libby Bluntzer, Vision Lampasas

Submitted By: Mandy Walsh, LEDC

Date Submitted: September 2, 2022

For the Agenda of: September 12, 2022

Procurement and Funding Statement:

HOT Fund 40 in the City of Lampasas FY 2021/2022 Budget.

Attachments: HOT Fund application and poster art for the Indian Artifact, Mineral & Gem Show.

Summary Statement:

Vision Lampasas will present to City Council on September 12th requesting \$2,000 for the Indian Artifact, Gem & Mineral Show. They are requesting using HOT Funds for advertising, staffing, security and miscellaneous expenses to support a safe and successful event. The event was most recently funded in 2019 for \$1,500.

Recommendation:

Staff recommends approval of HOT funds in the amount of \$2,000.

Application

Organization Information

Date: August 28, 2022
Name of Organization: VISION Lampasas
Address: P.O. Box 211
City, State, Zip: Lampasas TX 76550
Contact Name: Libby Bluntzer or Dianna Hodges
Contact Phone Number: 512-556-7590 / 512-525-1871
Web Site Address for Event or Sponsoring Entity: visionlampasas.org
Is your organization: Non-Profit Private/For Profit
Tax ID #: 300512815 Entity's Creation Date: 2009

Purpose of your organization: To support our community with events, murals, and activities that promote interest and tourism.

Name of Event, Project or Facility: Indian Artifact and Mineral & Gem Show
Date of Event or Project: September 17, 2022
Primary Location of Event or Project: Lampasas Youth Auction Barn Facility
Amount Requested: \$ 2000
How will the funds be used: Advertising, staffing, security and miscellaneous expenses to support a safe event.

Primary Purpose of Funded Activity/Facility: Has increased interest in what Lampson is doing for our community to provide a community activity for interested people, education, collectors, of all ages.

Percentage of Hotel Tax Support of Related Costs

____ Note Percentage of Total Event Costs Covered by Hotel Occupancy Tax

100% Note Percentage of Total Facility Costs Covered by Hotel Occupancy Tax \$1000 Rental

100% Note Percentage of Staff Costs Covered by Hotel Occupancy Tax \$360 Police Security
> \$1360 Total <

If staff costs are covered, estimate percentage of time staff spends annually on the funded event(s) compared to other activities Police - 12 hours - Friday Night - Sept 16, 2022

Check Which Categories Apply to Funding Request and Amount Requested Under Each Category: Police 6 hours - Saturday Sept 17, 2022

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

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

3. Advertising, Solicitations, Promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity. Insurance \$70
\$1000 - Magazines, Killeen Newspaper, Dispatch

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

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

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

Sporting Related Event Funding:

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

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

Total >
\$1300
+ 70
1370

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

N/A

Questions for All Funding Requests:

How many years have you held this Event or Project; or how many years have you been operating the qualified facility: 4 yrs

Expected Attendance: 350-500 attending

How many people attending the Event or Project will use Lampasas hotels, motels or bed & breakfasts?
10-20

How many nights will they stay: 1 to 2 Nights

Do you reserve a room block for this event at an area hotel and if so, for how many rooms and at which hotels: Yes, 10 rooms @ 2 hotels in the area = 20 rooms total reserved

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

Have you negotiated a lodging rate at any hotels for participants of your event? Yes - 10% off

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

City	Month/Year Held	Assistance Amount	Number of Hotel Rooms Used
<u>Lampasas</u>	<u>2018</u>	<u>\$1500</u>	<u>10-15</u>
	<u>2019</u>	<u>1500</u>	<u>12</u>
	<u>2020</u>	<u>Did Not Have Event - COVID</u>	
	<u>2021</u>	<u>Did Not Make Deadline For Request of Funds</u>	

How will you measure the impact of your event on area hotel activity?

Each hotel has agreed to report total number of rooms used by ~~at~~ attendees -

Please list other organizations, government entities and grants that have offered financial support to your project: No other grants - or offers from any other organizations

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

Paid Advertising Newspaper Radio TV

Press Releases to Media Direct Mailing to out of town recipients

Other Magazines, PEC / HEC / Radio GRAM

What areas does your advertising and promotion reach:

Central & North TX where magazines reach

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

Several Thousand

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

Expected Attendance Monthly/Annually: N/A

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



Indian Artifact & Mineral and Gem Show

Saturday, September
17th
9 am - 3 pm

Lampasas County
Livestock Association
Show Barn
283 N Highway 183
Lampasas, TX 76550

Admission
\$8

FREE for Kids
under 12 with
Adult

info@visionlampasas.org



Food Vendor
on Site

164



City Manager

ITEM NO. 7.12

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

Subject:

Discussion and possible action to declare a 2005 Ford F350 Utility Pickup as surplus and allow Staff to dispose of as State Law allows.

Requested By: Becky Sims, City Secretary

Submitted By: Becky Sims, City Secretary

Date Submitted: September 8, 2022

For the Agenda of: September 12, 2022

Procurement and Funding Statement:

Attachments: Pictures

Summary Statement:

The truck has 93,000 miles on it, the utility box is in bad shape and the transmission doesn't shift properly. The truck was being utilized by the WWW department through August 2022, maintenance was maintained every 5000 miles as required. Staff recommends this truck be removed from its fleet based on age, condition and reliability.

Recommendation:

To consider a motion to declare a 2005 Ford F350 Utility Pickup as surplus and allow Staff to dispose of as State Law allows.

Heavy Truck Inspection Form

Inventory ID:	Asset Number:	Fair Market Value: <u>Unknown</u>																	
Short Description:																			
Year <u>2005</u>	Manufacturer <u>Ford</u>	Model <u>F 350</u>																	
VIN: <table border="1" style="display: inline-table; border-collapse: collapse; text-align: center;"> <tr> <td>1</td><td>F</td><td>D</td><td>W</td><td>F</td><td>3</td><td>6</td><td>P</td><td>7</td><td>5</td><td>E</td><td>B</td><td>6</td><td>9</td><td>2</td><td>9</td><td>1</td> </tr> </table> Title Restriction: <input type="checkbox"/> Y <input checked="" type="checkbox"/> N			1	F	D	W	F	3	6	P	7	5	E	B	6	9	2	9	1
1	F	D	W	F	3	6	P	7	5	E	B	6	9	2	9	1			
Mileage/Odometer: <table border="1" style="display: inline-table; border-collapse: collapse; text-align: center;"> <tr> <td>9</td><td>3</td><td>0</td><td>5</td><td>4</td> </tr> </table> Odometer Accurate <input checked="" type="checkbox"/> Y <input type="checkbox"/> N: _____			9	3	0	5	4												
9	3	0	5	4															
Long Description: Primary Use for Vehicle: <u>Service Truck</u> GVW: _____																			
This Vehicle: <input checked="" type="checkbox"/> Starts <input type="checkbox"/> Starts with a Boost & <input type="checkbox"/> Is Operable <input checked="" type="checkbox"/> Is Not Operable <input type="checkbox"/> For Parts Only																			
Date Removed From Service: <u>8/25/2022</u> Maintenance Records: <input checked="" type="checkbox"/> Available <input type="checkbox"/> Not Available For Inspection																			
Engine Manufacture: <u>Ford</u> Engine: <u>6.0 L, V8</u> <input type="checkbox"/> Gas <input checked="" type="checkbox"/> Diesel																			
This vehicle was maintained every <u>5000</u> <input type="checkbox"/> Days <input type="checkbox"/> Hours <input checked="" type="checkbox"/> Miles # of Axles _____																			
Engine Condition: <input type="checkbox"/> Is operable <input checked="" type="checkbox"/> Needs repair <input type="checkbox"/> Is in Unknown Condition Jake Brake: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																			
Engine Repairs needed: <u>EBP Sensor, Turbo Cleaned, Head Gaskets, Thermostat, Oil Cooler, Cab Bushings, Windshield washer pump, Carrier Bearing.</u>																			
Transmission Manufacture: _____ <input checked="" type="checkbox"/> Automatic <input type="checkbox"/> Manual _____ Speed																			
Transmission Condition is: <input type="checkbox"/> Operable <input checked="" type="checkbox"/> Needs Repair <input type="checkbox"/> Unknown <input type="checkbox"/> Rebuilt (Date: _____)																			
Transmission Repairs Needed: <u>Not shifting correct some of the time</u>																			
Exterior: Color <u>White</u> Windows: <input checked="" type="checkbox"/> No Cracked Glass <input type="checkbox"/> Cracked _____																			
Minor: <input type="checkbox"/> Dents <input checked="" type="checkbox"/> Scratches <input type="checkbox"/> Dings Tire Condition: <input type="checkbox"/> Low _____ <input type="checkbox"/> Flat _____																			
Damage to: <u>The utility tool box bed is in bad shape.</u>																			
Additional Damage to: _____																			
Decals: <input type="checkbox"/> None <input type="checkbox"/> Have been sprayed <input checked="" type="checkbox"/> Have been Removed & <input type="checkbox"/> Impressions Remain <input checked="" type="checkbox"/> No Impressions																			
Capacity: _____ Loader: <input type="checkbox"/> Front <input type="checkbox"/> Side Electronic Tarp: <input type="checkbox"/> Yes <input type="checkbox"/> No Condition: _____																			
Interior: Color <u>Grey</u> <input type="checkbox"/> Cloth <input checked="" type="checkbox"/> Vinyl <input type="checkbox"/> Leather																			
Damage to Seats: _____																			
Damage to Dash/Floor: _____																			
Radio: Brand _____ <input type="checkbox"/> AM <input checked="" type="checkbox"/> AM/FM <input type="checkbox"/> AM/FM Cassette <input type="checkbox"/> AM/FM CD																			
<input type="checkbox"/> Cruise Control <input type="checkbox"/> Tilt Steering <input type="checkbox"/> Remote Mirrors Airbags: <input type="checkbox"/> Driver's Side <input type="checkbox"/> Dual																			
<input checked="" type="checkbox"/> AC <input type="checkbox"/> No AC AC Condition: <input checked="" type="checkbox"/> Cold <input type="checkbox"/> Unknown Power: <input type="checkbox"/> Windows <input type="checkbox"/> Doorlocks <input type="checkbox"/> Steering <input type="checkbox"/> Seats																			
Additional Equipment: Manufacturer: _____ Model: _____																			
Serial # _____ Description: _____																			
Equipment Condition: <input type="checkbox"/> Is operable <input type="checkbox"/> Needs repair <input type="checkbox"/> Is in Unknown Condition																			
Other Equipment: _____																			
Location of Asset: <u>Lampasas Wastewater Plant, 100 Brown St. Lampasas Tx</u>																			
For more information contact: <u>Brandon Kepler, 512-525-0106</u>																			



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City Manager

ITEM NO. 7.13

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

Subject:

Discussion and possible action regarding terms of School Resource Officer (SRO) Interlocal Agreement with Lampasas Independent School District

Requested By: Finley deGraffenried, City Manager

Submitted By: Finley deGraffenried, City Manager

Date Submitted: September 8, 2022

For the Agenda of: September 12, 2022

Procurement and Funding Statement:

Attachments: Draft Agreement

Summary Statement:

Per discussion during Workshop regarding terms of the draft SRO agreement this item has been placed on the regular agenda for Council consideration.

Recommendation:

To consider a motion to approve the draft SRO with consideration of terms discussed during workshop and to allow the City Manager to make minor edits and execute agreement.

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City Manager

ITEM NO. 7.14

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

Subject:

Discussion and possible action regarding terms of Emergency Medical Dispatch Services Interlocal Agreement with Lampasas County.

Requested By: Finley deGraffenried, City Manager

Submitted By: Finley deGraffenried, City Manager

Date Submitted: September 8, 2022

For the Agenda of: September 12, 2022

Procurement and Funding Statement:

Attachments: Draft Interlocal Agreement

Summary Statement:

Per discussion during Workshop regarding terms of the draft EMS Interlocal Agreement this item has been placed on the regular agenda for Council consideration.

Recommendation:

To consider a motion to approve the draft EMS Interlocal Agreement with consideration of terms discussed during workshop and to allow the City Manager to make minor edits and execute agreement.

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