

**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, April 10, 2023
5:30 p.m. Workshop Session
6:00 p.m. Regular Session**

(regular session will begin immediately following workshop and may be called to order prior to 6:00 pm)

Notice is hereby given that a regular meeting of the City Council of the City of Lampasas, Texas will be held on Monday, April 10, 2023 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 recap from the Solar Eclipse Town Hall Meeting *(pgs. 5-8)*
3. Discussion regarding Department Certification Pay. *(pgs. 9-12)*
4. Discussion regarding any item on the regular agenda
5. Adjourn Workshop Session

REGULAR SESSION

ANNOUNCEMENTS

- A. Call to Order
- B. Invocation and Pledge of Allegiance
- C. Presentations and Proclamations
 - Swearing in ceremony of Officer Jason Leamons by Judge Gradel
 - Proclamation to proclaim April 9th-15th as National Telecommunicators Week *(pgs. 13-14)*
 - Proclamation to proclaim April 9th-15th as National Animal Control Officer Appreciation Week. *(pgs. 15-16)*

	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 an amendment to Chapter 82 Utilities, Article III Sanitary Sewer System, Division 5 Industrial Sewer Use.	17-22
1.4	Public hearing to receive citizen comments relating to amendment to the Employee Personnel Policy with the departmental certification pay as it relates to specific job responsibilities.	23-24

2.0	MINUTES	PAGES
2.1	Discussion and possible action concerning approval of minutes of the Special Meeting held on March 22, 2023	25-26
2.2	Discussion and possible action concerning approval of minutes of the Regular Meeting held on March 27, 2023	27-38

3.0	CONSENT AGENDA	PAGES
3.1	Discussion and possible action regarding purchases and charges in excess of \$4,000 from March 1, 2023- March 31, 2023	39-46
3.2	Discussion and possible action regarding the second reading of an Ordinance amending Chapter 54, Parks and Recreation, Article III, Division 2. Sulphur Creek and Division 3 Parks of the Lampasas Code of Ordinances.	47-54
3.3	Discussion and possible action regarding the second reading of an Ordinance to re-adopt Chapter 50 Offenses, Article II. Curfew for Minors as required by State Law every three (3) years.	55-60

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"> • Pool Season • Cooper Spring • TxDOT TA • Utility Rates • Skate Park • 580 Sports Park • Senior Center • EMS Report 	61-66
5.2	MAYOR'S COMMENTS	N/A

6.0	UNFINISHED BUSINESS	N/A
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7.0	NEW BUSINESS	PAGES
7.1	Presentation and acceptance of the Emergency Management Report.	67-68
7.2	Discussion and possible action regarding the ratification of purchase for a 2023 Chevrolet 1500 Crew Cab for the Cemetery in the amount of \$ 38,179.86.	69-72
7.3	Discussion and possible action regarding amendment to Chapter 82 Utilities, Article III Sanitary Sewer System, Division 5 Industrial Sewer Use.	73-74
7.4	Discussion and possible action regarding Electric Design Specifications Proposal from M&S for Lampasas Business Park	75-88
7.5	Discussion and possible action regarding the first reading of an Ordinance to update the Employee Personnel Policy with the departmental certification pay as it relates to specific job responsibilities.	89-90
7.6	Discussion and possible action regarding the award of a quote to Trac-N-Trol for installation of SCADA programming equipment at the Hidden Oaks lift station in the amount of \$31,875.00.	91-94
7.7	Discussion and Possible Action regarding acceptance of the Fiscal Year 2021-2022 Audit Report.	95-96

7.8	Discuss and consider the selection of winner of website photo contest entry	97-98
7.9	Discussion and possible action regarding joint statement issued by the City of Lampasas and Lampasas County regarding the US 281 Relief Route.	99-102

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Adjourn

I, Becky Sims, City Secretary of the City of Lampasas, Texas, do hereby certify that this Notice of Meeting was posted on the bulletin board/front window of City Hall, 312 East Third Street, Lampasas, Texas, at a place readily accessible to the general public at all times, on the 6 day of April 2023 at 2:30pm

Becky Sims
Becky Sims, City Secretary

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City Manager

ITEM NO. WORKSHOP-2

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

Subject:

Discussion and follow-up regarding Solar Eclipse Town Hall Meeting

Requested By: City Council

Submitted By: Becky Sims, City Secretary
Jeff Smith, Fire Chief

Date Submitted: April 5, 2023

For the Agenda of: April 10, 2023

Procurement and Funding Statement:

N/A

Attachments:

Summary Statement:

This item has been placed on the agenda to provide Council the opportunity to review the discussion points from the recent Solar Eclipse Town Hall meeting and to provide direction to Staff.

Recommendation:

Discussion Only

Solar Eclipse Town Hall Debrief

Summary:

On Wednesday, April 5, 2023 the City of Lampasas, Chamber of Commerce, Emergency Management Personnel and County Officials hosted a Solar Eclipse Town Hall Meeting to provide citizens with information regarding Community Planning and to provide opportunity for citizens to provide insight, suggestions and comments.

The meeting was advertised to the community via the City website, City social media outlets, Lampasas Radio and the Chamber of Commerce website.

Participation/Representation

- a. City Council
- b. City of Lampasas Staff
- c. Lampasas Chamber of Commerce
- d. Lampasas County
- e. Hamilton EMS
- f. Lampasas ISD
- g. Media Coverage- Lampasas Dispatch Record)
- h. Citizens (approximately 80)

Discussion Points

- Solar Eclipse Information
 - Safety
- Expected Visitor Attendance
- Collaboration/Coordination with Entities
 - EMS
 - County/City
 - Chamber
 - TXDOT
- Planning Tools/Resources
- Logistics
- Training/Preparedness
- Life Safety
- Communication
- Maximum Staffing
 - County divided into quadrants for Emergency Services.
- Possible Closures
 - Facilities
 - Schools
 - Businesses

Solar Eclipse Town Hall Debrief

- Restroom Availability
- Congestion
 - Traffic
 - Internet
 - Cellular
- Supply Readiness
 - Gas
 - Water
 - Food
 - Medicines
 - Minimize travel
- Solar Eclipse Website
 - Event Form
 - List of Events/Happenings
 - FAQ
- Lease of homes/land/areas for visitors
 - AIRBNB/VRBO/HIPCAMP
- Permitting Requirements/Zoning Regulations
- Businesses
 - Adjust Hours/Staffing
 - Extra Supplies
 - Possibly additional storage areas
 - Transactions- Cash vs. Credit Cards (internet)
 - Food Prep/Limited Menu
 - Preorder eclipse merchandise to sell.

Walkaways

- Helicopters availability for emergencies
- Allow camping at Airport for plane owners
- Event Planning
 - Friday at 5:00 pm thru Tuesday at noon
- Positive experience for visitors
 - Open parks
 - Necessities
 - Restrooms
- Designated places for people to park/watch/sleep
 - Possible charter bus availability
- Radio Frequency/Radio Station Involvement
- Roll-Offs
- Port-o-Potties/ Cleaning Service
- Burn Ban/Illegal Dumping

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City ManagerITEM NO. WORKSHOP-3

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

Subject:

Discussion regarding amending Ordinance 1148 of the Lampasas Code of Ordinances of the City of Lampasas, Texas, which adopted the 2006 City of Lampasas Personnel Policy Manual Section 5.00 Employee Compensation and Advancement, Subsection 5.12 Certification/Incentive Pay.

Requested By: Becky Sims, City Secretary

Submitted By: Becky Sims, City Secretary

Date Submitted: April 5, 2023

For the Agenda of: April 10, 2023

Procurement and Funding Statement: N/A

Attachments: Ordinance

Summary Statement:

This item has been placed on the agenda to discuss updates to the City of Lampasas Employee Personnel Policy by Ordinance, specific to Employee Compensation and Advancement, subsection Certification/Incentive Pay. The certification/incentive pay were approved through the budgetary process; however, were never formally adopted by Ordinance. Staff is taking this opportunity to update the personnel policy accordingly.

Recommendation:

Discussion only.

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAMPASAS, TEXAS;
AMENDING ORDINANCE 1148 WHICH ADOPTED THE 2006 CITY OF LAMPASAS
'PERSONNEL POLICIES MANUAL' SECTION 5.00 EMPLOYEE COMPENSATION
AND ADVANCEMENT, SUBSECTION 5.12 CERTIFICATION/INCENTIVE PAY;
REPEALING CONFLICTING ORDINANCES AND/OR CITY POLICIES; INCLUDING
A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE**

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

WHEREAS, the City of Lampasas has determined that a revision to the existing Personnel Policy in the areas listed within this Ordinance should be amended to update and align the City's policies with current workplace standards and job responsibilities; and

WHEREAS, after careful consideration and evaluation, the City Council has determined that it is in the best interest of the City to amend Section 5.00 Employee Compensation and Advancement, Subsection 5.12 Certification/Incentive Pay applicable to City employees, to be acknowledged, accepted and enforced by City Personnel, as detailed below.

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

Part 1: The existing City of Lampasas Personnel Policy, Section 5.00 Employee Compensation and Advancement, Subsection 5.12 Certification/Incentive Pay shall be amended as follows:

5.00 Employee Compensation and Advancement

5.12 Certification/Incentive Pay

FIRE-FIREFIGHTING	
Basic (one-year certificate required)	\$300 per year
Intermediate	\$600 per year
Advanced	\$1,200 per year
Master's	\$1,800 per year

FIRE-MEDICAL	
ECA	No additional pay
EMT – Basic	\$300 per year
EMT – Intermediate	\$600 per year
EMT – P	\$1,200 per year
Paramedic	\$1,800 per year

POLICE OFFICER	
Basic	No additional pay
Certified Dispatcher	\$300 per year
Intermediate/Associate's Degree	\$600 per year
Advanced/Bachelor's Degree	\$1,200 per year
Master Police Officer/Master's Degree	\$1,800 per year

POLICE DISPATCHER	
Basic	no additional pay
Intermediate	\$300 per year
Advanced	\$450 per year
Masters	\$600 per year
OTHER	
Assistant Fire Marshal (Must be Police Officer)	\$600 per year
DARE	\$50 per year
Bilingual (Spanish Translation)	\$300 per year
Pesticide Applicators State License (Requires Basic & One Alternate) Basic (General Law & Regulations) <ul style="list-style-type: none"> • Alternates <ul style="list-style-type: none"> ○ Plant Pest & Weed Control ○ Right-of-Way Pest Control ○ Aquatic Plant & Animal Pest Control 	\$100 per year \$100 per year \$100 per year
Commercial Pool Operator Certification	\$300 per year
Plumber's State License	\$600 per year
Code Enforcement State License	\$300 per year
Texas Registered Municipal Clerk Certification	\$600 per year

No Change: If a certificate or license is not required in the employee's job description, but the city manager determines that it will benefit the city for the employee either to obtain or to maintain the additional certificate or license, the employee will be compensated at the rate of \$100 per year per certificate or license for the specified certificates or licenses. The city manager will provide written authorization for the additional certification pay, and a copy of the authorization will be placed in the employee's personnel file.

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

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

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

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

PASSED AND APPROVED ON FIRST READING ON THE 10th of April 2023.

PASSED AND ADOPTED ON SECOND READING ON THE 24th of April 2023.

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)



PROCLAMATION

WHEREAS, Congress and the President of the United States have established the second week of April as National Telecommunicators Week; and

WHEREAS, when an emergency occurs, the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property, and the City of Lampasas Public Safety Telecommunicators are the single vital link between first responders and persons seeking immediate relief during an emergency; and

WHEREAS, the work of these “unseen first responders” is invaluable in emergency situations; and

WHEREAS, each dispatcher has exhibited compassion, understanding, and professionalism during the performance of their job in the past year.

NOW THEREFORE, I, TJ Monroe, Mayor of the City of Lampasas, and on behalf of the entire City Council, do hereby proclaim the week of April 9th -15th, 2023 as:

**NATIONAL PUBLIC SAFETY
TELECOMMUNICATORS WEEK**

IN THE CITY OF LAMPASAS, TEXAS, and encourage the citizens of Lampasas to express their appreciation to the Lampasas Public Safety Telecommunicators for their diligence and professionalism in keeping our city and citizens safe.

PROCLAIMED this the 10th day of April, 2023.

TJ Monroe, Mayor

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WHEREAS, the National Animal Control Association has designated the second week of April each year as Animal Control Officer Appreciation Week; and

WHEREAS, the various Federal, State, and Local Government Officials throughout the Country take this time to recognize, thank, and commend all Animal Control Officers and Animal Control Staff for the dedicated service they provide to the citizens, various Public Safety, Public Service Agencies and Departments across the Country; and

WHEREAS, the City of Lampasas would like to express its sincere thanks and appreciation for the outstanding service the Lampasas Animal Control Officers provide on a daily basis to the Citizens of the City and to the various Public Safety, Public Service Agencies and Departments; and

WHEREAS, the City of Lampasas recognizes and commends, Joe Schwartzer, the Animal Control Officer for the many dedicated and long hours in serving this community and for fulfilling the Animal Control Officers' commitment to providing the highest and most efficient level of customer service; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAMPASAS TEXAS, does hereby proclaim April 9th – 15th, 2023 as

“National Animal Control Officer Appreciation Week”

in the City of Lampasas Texas and encourage all citizens to join in, expressing their sincere appreciation for the service and dedication of our Animal Control Officer.

Signed and sealed this 10th day of April 2023.

TJ Monroe, Mayor

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City ManagerITEM NO. 1.3

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

Subject:

Public hearing to receive citizen comments regarding an amendment to Chapter 82 Utilities, Article III Sanitary Sewer System, Division 5 Industrial Sewer Use.

Requested By: Finley deGraffenried, City Manager

Submitted By: Finley deGraffenried, City Manager

Date Submitted: April 5, 2023

For the Agenda of: April 10, 2023

Procurement and Funding Statement:

N/A

Attachments: Proposed Amendments to Division 5 Industrial Sewer Use, Sections 82-242 Specific Prohibitions, Section 82-247 Surcharge for certain wastes, other charges and fees and section 82-261 Review and approval; preliminary treatment; required facilities.

Summary Statement:

This item has been placed on the agenda to provide citizens the opportunity to comment on the proposed amendments as indicated in the email from Jason Jones, Jones-Heroy to Chapter 82 Utilities, Article III Sanitary Sewer System, Division 5 Industrial Sewer Use. The amendments are recommended to correct duplicated and conflicting language, and to clarify definitions and formulas.

Recommendation:

Discussion Only

Becky Sims

To: Becky Sims
Subject: RE: Proposed Industrial Sewer Ordinance Edits

From: Becky Sims <bsims@cityoflampasas.com>
Sent: Thursday, April 6, 2023 10:28 AM
To: Becky Sims <bsims@cityoflampasas.com>
Subject: FW: Proposed Industrial Sewer Ordinance Edits

From: Jason Jones <JasonJ@jones-heroy.com>
Sent: Monday, April 3, 2023 5:25 PM
To: Finley deGraffenried <finley@cityoflampasas.com>
Cc: Van Sims <vsims@cityoflampasas.com>; Jo-Christy Brown <jcbrown@jcbrownlegal.com>; Ryan Ward <rward@cityoflampasas.com>
Subject: Proposed Industrial Sewer Ordinance Edits

Caution: This email originated from outside of the City's organization. Do not click links nor open attachments unless you recognize the sender and know the content is safe.

Finley,
Attached are my suggested industrial sewer ordinance edits, including:

1. Remove reference in 82-242, Item 12, to oil and grease limit (duplicated and conflicting with prior section)
2. Replace surcharge formula in 82-247(b) with the City of Brownwood formula, as edited in blue and attached (existing formula and definitions are not clear). Note the recommendation to have the surcharge rates set by the City Council.
3. Remove 82-26(a-c) associated with discharge limits and surcharge formula (duplicated and conflicting with prior sections)

Let me know if there are any questions. We are actively working with Van on a starting point to set a BOD/TSS surcharge rate based on actual operating costs.

Thanks,
Jason

Jason S. Jones, P.E.

JONES - HEROY & ASSOCIATES, INC.

2204 South Highway 281, Suite D
Lampasas, TX 76550
Office: 512-556-2300
Cell: 512-694-9490

CONFIDENTIALITY NOTICE: This message is intended only for the use of the individual or entity to which it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. This

DIVISION 5. INDUSTRIAL SEWER USE

Subdivision I. In General- **No Change**

Subdivision II. Administration and Enforcement- **No Change**

Subdivision III. Pretreatment and Discharge Regulations

- Sec. 82-241. Prohibited discharge standards. **No Change**
- Sec. 82-242. Specific prohibitions.

(1)-(11) **No Change**

(12) Any of the following pollutants, in solution or suspension, at a concentration measured at the user's end of pipe greater than as shown below:

- a. ~~Oil and grease: 80 mg/l.~~
- b. Total phenols: 15 mg/l.
- c. TDS: Pending testing mg/l.

(13)-(18)- **No Change**

- Sec. 82-243. Federal categorical pretreatment standards. **No Change**
- Sec. 82-244. Right of revision. **No Change**
- Sec. 82-245. Dilution prohibited. **No Change**
- Sec. 82-246. Information statement as to industrial waste discharge; order as to minimum restrictions. **No Change**
- Sec. 82-247. Surcharge for certain wastes, other charges and fees.

(a) **No Change**

(b) *Computation of surcharge basis.* The basis for the surcharge is to be computed as follows:

REMOVE

$$I.S.S. = V [0.21 (BOD - 200) + 0.14 (TSS - 200)]$$

I.S.S.	=	Industrial waste surcharge
V	=	Volume sewage in million gallons
BOD	=	Five-day BOD at 20 degrees Celsius in ppm
TSS	=	Total suspended solids in ppm

ADD

$$S=V(8.34)[A(BOD-200)+B(TSS-200)]$$

S	=	Surcharge in dollars that will appear on the customer's monthly bill
V	=	Volume of wastewater discharge from user, in millions of gallons
8.34	=	Pounds per gallon of water
A	=	Unit Charge in dollars per pound of BOD
BOD	=	Biochemical oxygen demand strength, in mg/l
200	=	BOD concentration, in mg/l
B	=	Unit charge in dollars per pound for TSS
TSS	=	Total suspended solids strength, in mg/l
200	=	TSS concentration, in mg/l

(c)-(e) **No Change**

- Sec. 82-248. Industrial permits. **No Change**
- Sec. 82-249. Permit conditions. - **No Change**
- Sec. 82-250. Compliance date report. **No Change**
- Sec. 82-251. Periodic compliance reports. **No Change**
- Sec. 82-252. Monitoring facilities. **No Change**
- Sec. 82-253. Inspection and sampling. **No Change**
- Sec. 82-254. Accidental discharges. **No Change**
- Sec. 82-255. Upset provisions. **No Change**
- Sec. 82-256. Bypass of pretreatment facilities. **No Change**
- Sec. 82-257. Pretreatment requirements. **No Change**
- Sec. 82-258. Confidential information. **No Change**
- Sec. 82-259. Interceptors required; type; location; specifications. **No Change**
- Sec. 82-260. Interceptor maintenance. **No Change**

Sec. 82-261. Review and approval; preliminary treatment; required facilities.

REMOVE

- (a) ~~The admission into the public sewers of any waters or wastes having the following shall be subject to the review and approval of the city manager:~~
- ~~(1) A five-day biochemical oxygen demand greater than 300 parts per million by weight;~~
 - ~~(2) Containing more than 300 parts per million by weight of suspended solids;~~
 - ~~(3) Containing any quantity of substances having the characteristics described in section 82-41; or~~
 - ~~(4) Having an average daily flow greater than five percent of the average daily sewage flow of the city.~~

~~(b) Where the city manager has approved the admission of subsection (a) of this section into the public sewer, that discharge may be subject to a surcharge as determined by the superintendent. Where necessary in the opinion of the superintendent, the owner shall provide at his expense such preliminary treatment as may be necessary to:~~

- ~~(1) Reduce the biochemical oxygen demand and/or TSS to 300 parts per million by weight; or~~
- ~~(2) Reduce objectionable characteristics to constituents to within the maximum limits provided for in section 82-242.~~

~~(c) A surcharge for excess strength industrial wastewater shall be charged, in addition to monthly service charges, by the city to industries designated by the city manager as industries that are permitted to discharge excess industrial strength into the city's sewer system. The measurement of excess strength is industrial wastewater that exceeds BOD₅ of 300 mg/l and/or total suspended solids in excess of 300 mg/l. The surcharge in dollars per month will be calculated with the cost being amended from time to time and set by the city council, using the following formula:~~

Surcharge in \$ per month	=	[V (gallons per month)] [COT (\$0.00/lb.)] [BOD₅ (ppm) - 300 ppm] [8.34 lbs./1,000,000 gallons] (1,000,000)
	+	[V (gallons per month)] [COT (\$0.00/lb.)] [TSS (ppm) - 300 ppm] [8.34 lbs./1,000,000 gallons] (1,000,000)

~~(d) (a) Plans, specifications and any other pertinent information relating to proposed preliminary treatment facilities shall be submitted for the approval of the superintendent, and no construction of such facilities shall be commenced until such approvals are obtained in writing.~~

- Sec. 82-262. Preliminary treatment; maintenance of facilities. **No Change**
- Sec. 82-263. Control manhole. **No Change**
- Sec. 82-264. Measurements; tests; analyses. **No Change**
- Sec. 82-265. Damaging sewage works. **No Change**
- Sec. 82-266. Show cause hearing. **No Change**
- Sec. 82-267. Modification of federal categorical standards. **No Change**
- Secs. 82-268—82-270. Reserved. **No Change**

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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 amending Ordinance 1148 of the Lampasas Code of Ordinances of the City of Lampasas, Texas, which adopted the 2006 City of Lampasas Personnel Policy Manual Section 5.00 Employee Compensation and Advancement, Subsection 5.12 Certification/Incentive Pay.

Requested By: Becky Sims, City Secretary

Submitted By: Becky Sims, City Secretary

Date Submitted: April 5, 2023

For the Agenda of: April 10, 2023

Procurement and Funding Statement: N/A

Attachments: Ordinance

Summary Statement:

This item has been placed on the agenda to discuss updates to the City of Lampasas Employee Personnel Policy by Ordinance, specific to Employee Compensation and Advancement, subsection Certification/Incentive Pay. The certification/incentive pay were approved through the budgetary process; however, were never formally adopted by Ordinance. Staff is taking this opportunity to update the personnel policy accordingly.

Recommendation:

Discussion only.

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**MINUTES OF SPECIAL MEETING OF THE GOVERNING BODY
OF THE CITY OF LAMPASAS, TEXAS
HISTORIC HOSTESS HOUSE
1406 S HIGHWAY 281
LAMPASAS, TEXAS 76550
Wednesday, March 22, 2023
5:30 p.m. Special Session**

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

Council Members Present:

Cathy Kuehne
Chuck Williamson
Herb Pearce
Davis Keele
Zachary Morris

Council Members Absent:

N/A

City Staff Present:

Finley deGraffenried, City Manager
Becky Sims, City Secretary
Chris Eicher, Parks Director
Ryan Ward, ACM
Jody Cummings, Police Chief
Frank Ellett, Building Official
Vicki Tower, Parks Secretary

SPECIAL SESSION

1. Call to order Special Session

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

2. Discussion and possible action regarding Hostess House Project Scope

Recap:

- *Bids received February 21, 2023*
 - *Base bids*
 - *RKJ- \$2,973,738.00*
 - *HCS- \$3,344,200.00*
 - *Base + Alternates*
 - *RKJ- \$3,405,938.00*
 - *HCS-\$4,063,647.00*
- *Council action to reject bids at the February 27, 2023 City Council Meeting*
- *At the March 13, 2023 City Council meeting, Staff presented input from bidders and non-bidders regarding project*
- *Discussed possible General Scope for re-bid*
- *Council advised Staff to schedule Special Meeting regarding project scope and re-bid*
- *Staff meeting held on March 16, 2023 to identify next steps:*
 - *Remove add alternates- may have contributed to inflated base price*
 - *Leave posts on first floor, modify fixtures, remove upgraded lighting package*
 - *Focus on bathrooms, storage, elevator and kitchen modifications*
 - *Extend contract time*
 - *Concern about rental without upgrades and code compliance*
- *Kimberly Thompson, Principal Architect for Reliance Architecture addressed the following:*
 - *Comfortable that numbers presented were solid*
 - *Market is flooded with work*
 - *Expected more contractors to bid project*
 - *Focus on code compliance, fire/life safety*
 - *Electrical*

- *Plumbing*
- *Mechanical*
- *Restrooms*
- *Elevator (will require exterior bump out)*
- *Fire sprinkle/suppression*
- *Per Building Official- renovation has a domino effect, one area will affect another and you will not know what you are facing until the project begins.*
- *Possibly too small of a job in comparison to market*
- *Tedious time-consuming job to preserve historical integrity*
 - *Contractors can generally make more money on a smaller job, less labor intensive*
 - *Rehabilitation/Remodel Projects are more challenging than new builds*
- *Recommend to bid late summer for more exposure and contractor availability*
- *Council would like to see breakdown in renovation line item under 8- Ground Level*

By consensus, Council would like to verify what is under the renovation line item and identify the fire/life safety with code compliance scope and rebid project during the summer.

Adjourn- *Council member Morris moved to adjourn the meeting at 6:37 pm, the motion was seconded by Council member Pearce and with a unanimous vote the motion carried.*

PASSED AND APPROVED this _____ day of _____, 2023.

TJ Monroe, Mayor

ATTEST

Becky Sims, City Secretary

**MINUTES OF REGULAR MEETING OF THE GOVERNING BODY
OF THE CITY OF LAMPASAS, TEXAS
CALVERT MUNICIPAL BUILDING
CITY COUNCIL CHAMBERS
302 E THIRD STREET
Monday, March 27, 2023
5:30 p.m. Workshop Session
6:00 p.m. Regular Session**

(regular session will begin immediately following workshop and may be called to order prior to 6:00 pm)

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

Council Members Present:

Cathy Kuehne
Chuck Williamson
Herb Pearce
Davis Keele

Council Members Absent:

Zachary Morris

City Staff Present:

Finley deGraffenried, City Manager
Becky Sims, City Secretary
Monica Wright, IT Director
Ryan Ward, ACM
Jody Cummings, Police Chief
Stacey Ybarra, EDC Director
Yvonne Moreno, Finance Director
Vicki Tower, Parks Secretary
Jeff Smith, Fire Chief
Judge Robert Gradel

WORKSHOP SESSION**1. Call to order Workshop Session**

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

2. Discussion regarding Water and Electric Rate.

Finley deGraffenried, City Manager presented the following

Discussion Items

- Review and update trends and impacts to wholesale costs
- Not advocating increases through this discussion, however; Council should anticipate increased costs outside of our direct control
- FY 2022, City had the ability absorb increased costs based on water and electric sales. Increased sales, in part, attributed to dry/hot summer
- Rate comparisons, and recent discussion with other retail providers

Water

- Primary drivers
 - Noted in FY 22 Year-end Financial Report, Cost of Water and Water Rights \$421,318.65 over spent to plan due to increases in BRA contracts and Cost of treated water (increases in O&M and chemical).
- Discussed in FY 22 Budget process, rate increases over two budget years may be required.
- October 1, 2022 Increase of \$0.10 per 1000 gallons, and \$2.25 readiness to serve per meter.

Electric

- Generally, total costs include wholesale costs and market (ERCOT) costs.
- As discussed, post Winter Storm Uri, market costs related to reliability, transmission, congestion and ancillary costs have increased. Management of grid has also impacted costs.
- 28-month trend indicates a +/- \$0.0045 per kWh increase in market costs.
- Base wholesale costs are also forecast to increase +/- \$0.0048 per kWh due to increases in fuel, O&M, interest expense, and regulation.

Rates

- Rates are relative to City's pricing, cost philosophy, and debt service for new facilities

- Commercially or Residentially weighted by example
- Sales and Property Tax supported
- Pricing Methodology, Generally two retail pricing formats
 - Total monthly wholesale cost (\$) divided by number of kWh sold plus a non-variable distribution cost. Line loss covered, variable expense to customers. Burden on consumers for swings in kWh purchased v sold
 - Per kWh charge, inclusive of wholesale and market expenses. Burden on City to manage over/under
- Last increase in Water, October 2022; Last increase in Electric, November 2021 (FY 2017 previous increase)

Rate Comparisons As of 8/4/2022													
	Kerrville*	Fredericksburg*	Marble Falls	Burnet*	Lampasas	Horseshoe Bay	Brady*	Llano*	Liberty Hill	Copperas Cove	CTEC*	Corix	KWSC
Population (as of 2016 Census Bureau)	24,477	11,072	7,227	6,676	7,517	4,490	5,032	3,325	6,801	37,041			
Ad Valorem	0.562500	0.199823	0.599000	0.613100	0.337000	0.270000	0.390712	0.521000	0.454559	0.482753			
Net Taxable Value per capita	\$ 1,699,586,048.00 69,436	\$ 2,104,995,435.00 190,119	\$ 939,604,117.00 130,013	\$ 476,985,803.00 71,448	\$ 442,691,410.00 58,892	\$ 2,288,419,721.00 509,670	\$ 240,690,097.00 47,832	\$ 226,719,557.00 68,186	\$ 412,745,373.00 60,669	\$ 1,410,778,210.00 38,087			
Sales Tax per capita	\$ 8,476,080.47 346	\$ 5,004,972.63 452	\$ 7,871,669.47 1,069	\$ 2,064,252.54 309.20	\$ 1,793,000.00 239	\$ 1,264,923.25 282	\$ 741,398.77 147	\$ 912,911.28 275	\$ 2,670,168.34 393	\$ 4,040,882.87 109			
EDC	4B- 5%	no	4B- 5%	4B- 25%	4B- 25%	no	4B- 25%	4B- 5%	4B- 5%	4A- 375%			
Electric (2020)	KPUB		PEC			PEC			PEC	Numerous Providers			
Residential													
500 kwh	\$ 53.03	\$ 50.97	\$ 70.88	\$ 62.24	\$ 63.54	\$ 70.88	\$ 78.65	\$ 53.40	\$ 70.88	\$ 79.00			
1,000 kwh	\$ 95.82	\$ 90.57	\$ 119.26	\$ 116.49	\$ 119.08	\$ 119.26	\$ 147.04	\$ 115.79	\$ 119.26	\$ 130.49			
2,000 kwh	\$ 181.35	\$ 169.78	\$ 216.03	\$ 224.98	\$ 230.16	\$ 216.03	\$ 283.83	\$ 225.58	\$ 216.03	\$ 233.48			
Small Commercial													
2,000 kwh	\$ 199.10	\$ 187.88	\$ 218.17	\$ 244.98	\$ 239.66	\$ 218.17	\$ 167.83	\$ 222.58	\$ 218.17	\$ 244.98			
Large Commercial													
10,000 kwh	\$ 1,671.00	\$ 2,104.52	\$ 1,558.87	\$ 1,240.52	\$ 1,407.60	\$ 1,558.87	\$ 1,415.15	\$ 1,133.90	\$ 1,558.87	\$ 1,431.15			
Demand Charge	8.50/kW		6.74/kW	2.00/7.47/kW	6.36/kW	6.74/kW	3.92/kW	2.00/kW	6.74/kW	6.75/kW			
Water (2020)													
Residential													
5,000 gal	\$ 29.64	\$ 23.85	\$ 50.57	\$ 44.64	\$ 47.25	\$ 34.83	\$ 53.60	\$ 53.51	\$ 58.14	\$ 40.00			
10,000 gal	\$ 51.09	\$ 41.98	\$ 75.17	\$ 68.04	\$ 69.50	\$ 59.93	\$ 84.10	\$ 78.91	\$ 81.19	\$ 60.00			
Commercial													
50,000 gal	\$ 221.40	\$ 237.87	\$ 430.81	\$ 359.68	\$ 262.00	\$ 356.04	\$ 346.90	\$ 328.08	\$ 702.39	\$ 306.82			
100,000 gal	\$ 492.90	\$ 428.77	\$ 798.31	\$ 649.18	\$ 492.00	\$ 792.04	\$ 764.40	\$ 618.91	\$ 1,200.39	\$ 551.82			
Sewer (2020)													
Residential													
5,000 gal	\$ 37.64	\$ 30.75	\$ 44.85	\$ 55.00	\$ 41.75	\$ 59.45	\$ 40.10	\$ 73.60	\$ 49.67	\$ 44.25			
10,000 gal	\$ 65.94	\$ 49.95	\$ 68.55	\$ 80.00	\$ 59.50	\$ 59.45	\$ 57.10	\$ 97.00	\$ 49.67	\$ 68.50			
Commercial													
50,000 gal	\$ 316.84	\$ 296.10	\$ 258.15	\$ 280.00	\$ 205.50	\$ 423.50	\$ 278.30	\$ 318.00	\$ 60.87	\$ 262.50			
200,000 gal	\$ 1,221.34	\$ 999.60	\$ 969.15	\$ 1,030.00	\$ 738.00	\$ 1,637.00	\$ 1,033.80	\$ 1,050.00	\$ 60.87	\$ 990.00			

* These communities utilize a retail electric pricing methodology that includes a distribution cost, and the cost of purchased wholesale electricity (dollars) divided by the total kWh sold to determine the cost per kWh charged to customers. In these cases, City of Lampasas average cost/kWh sold were used. Less reliable, and rural systems will likely operate less efficiently and ultimately relate to higher retail cost to customers.

Rate Comparison

- Staff normally selects 7 to 8 accounts to provide examples of impacts of any increases
- Commercial and residential levels of varying uses are described for monthly and annual financial impacts
- Includes inside (City Limits) and outside
- Readiness to Serve (per meter) charge will impact all users
- Cost per unit can be influenced by personal/business conservation. Some control
- Staff will prepare modified fee Ordinances only at the direction of Council to include timing of implementation

Electric

5/10 of \$.01 = .005 increase - October 2023					7/10 of \$.01 = .007 - April 2023				
Residential					Residential				
	Consumption	Current Rate	Proposed Rate	Impact		Consumption	Current Rate	Proposed Rate	Impact
1. Family of Four Inside					1. Family of Four Inside				
February 2023	2,466 kwh	\$ 294.25	\$ 306.58	\$ 12.33	February 2023	2,466 kwh	\$ 289.32	\$ 306.58	\$ 17.26
Previous 12 months	27,325 kwh	\$ 3,267.89	\$ 3,404.51	\$ 136.63	Previous 12 months	27,325 kwh	\$ 3,213.24	\$ 3,404.51	\$ 191.28
			Monthly Avg.	\$ 11.39				Monthly Avg.	\$ 15.94
2. Elderly (1) Inside					2. Elderly (1) Inside				
February 2023	533 kwh	\$ 69.87	\$ 72.54	\$ 2.67	February 2023	533 kwh	\$ 68.80	\$ 72.54	\$ 3.73
Previous 12 months	6,416 kwh	\$ 752.77	\$ 784.85	\$ 32.08	Previous 12 months	6,416 kwh	\$ 739.94	\$ 784.85	\$ 44.91
			Monthly Avg.	\$ 2.67				Monthly Avg.	\$ 3.74
3. Family of Six-Outside					3. Family of Six-Outside				
February 2023	2,148 kwh	\$ 264.34	\$ 275.08	\$ 10.74	February 2023	2,148 kwh	\$ 260.04	\$ 275.08	\$ 15.04
Previous 12 months	29,848 kwh	\$ 3,479.76	\$ 3,629.00	\$ 149.24	Previous 12 months	29,848 kwh	\$ 3,420.06	\$ 3,629.00	\$ 208.94
			Monthly Avg.	\$ 12.44				Monthly Avg.	\$ 17.41
4. Elderly Couple Inside					4. Elderly Couple Inside				
February 2023	387 kwh	\$ 52.92	\$ 54.86	\$ 1.94	February 2023	387 kwh	\$ 52.15	\$ 54.86	\$ 2.71
Previous 12 months	6,872 kwh	\$ 805.70	\$ 840.06	\$ 34.36	Previous 12 months	6,872 kwh	\$ 791.96	\$ 840.06	\$ 48.10
			Monthly Avg.	\$ 2.86				Monthly Avg.	\$ 4.01
Commercial:	5/10 of \$.01 = .005 increase - October 2023				Commercial:	7/10 of \$.01 = .007 - April 2023			
1. Locally owned business- Large General -Restaurant					1. Locally owned business- Large General -Restaurant				
February 2023	7,680 kwh	\$ 749.83	\$ 788.23	\$ 38.40	February 2023	7,680 kwh	\$ 734.47	\$ 788.23	\$ 53.76
Previous 12 months	107,720 kwh	\$ 10,269.64	\$ 10,808.24	\$ 538.60	Previous 12 months	107,720 kwh	\$ 10,054.20	\$ 10,808.24	\$ 754.04
			Monthly Avg.	\$ 44.88				Monthly Avg.	\$ 62.84
2. Local Hardware business- Large General	2/10 of \$.01 = .002 increase - April 2023				2. Local Hardware business- Large General	2/10 of \$.01 = .002 increase - April 2023			
February 2023	9,440 kwh	\$ 917.31	\$ 964.51	\$ 47.20	February 2023	9,440 kwh	\$ 898.43	\$ 964.51	\$ 66.08
Previous 12 months	178,360 kwh	\$ 16,991.74	\$ 17,883.54	\$ 891.80	Previous 12 months	178,360 kwh	\$ 16,635.02	\$ 17,883.54	\$ 1,248.52
			Monthly Avg.	\$ 74.32				Monthly Avg.	\$ 104.04
3. Local Tire Shop- Small General					3. Local Tire Shop- Small General				
February 2023	1,609 kwh	\$ 202.08	\$ 210.12	\$ 8.04	February 2023	1,609 kwh	\$ 198.86	\$ 210.12	\$ 11.26
Previous 12 months	23,129 kwh	\$ 2,710.88	\$ 2,826.52	\$ 115.65	Previous 12 months	23,129 kwh	\$ 2,664.62	\$ 2,826.52	\$ 161.90
			Monthly Avg.	\$ 9.64				Monthly Avg.	\$ 13.49
4. Local Entertainment- Large General Outside					4. Local Entertainment- Large General Outside				
February 2023	33,040 kwh	\$ 3,170.09	\$ 3,335.29	\$ 165.20	February 2023	33,040 kwh	\$ 3,104.01	\$ 3,335.29	\$ 231.28
Previous 12 months	481,080 kwh	\$ 45,798.57	\$ 48,203.97	\$ 2,405.40	Previous 12 months	481,080 kwh	\$ 44,836.41	\$ 48,203.97	\$ 3,367.56
			Monthly Avg.	\$ 200.45				Monthly Avg.	\$ 280.63

Water		\$2.00 increase in base & \$0.10 inc in water per 1,000 gallons		
Residential				
1. Family of Four Inside	Consumption	Current Rate	Proposed Rate	Impact
June 2018	5,500 gallons	\$ 52.28	\$ 54.83	\$ 2.55
Previous 12 months	72,100 gallons	\$ 355.31	\$ 364.52	\$ 23.51
2. 1 Elderly Female-Inside				
June 2018	800 gallons	\$ 30.89	\$ 32.97	\$ 2.08
Previous 12 months	13,400 gallons	\$ 88.22	\$ 91.56	\$ 17.64
3. Family of Six-Outside				
June 2018	24,100 gallons	\$ 151.91	\$ 156.32	\$ 4.41
Previous 12 months	164,300 gallons	\$ 789.82	\$ 808.25	\$ 32.73
4. Elderly Couple Inside				
June 2018	2,400 gallons	\$ 38.17	\$ 40.41	\$ 2.24
Previous 12 months	23,500 gallons	\$ 134.18	\$ 138.53	\$ 18.65

Commercial:				
1. Locally owned business- Large General				
June 2018	9,300 gallons	\$ 77.96	\$ 80.89	\$ 2.93
Previous 12 months	162,700 gallons	\$ 798.94	\$ 817.21	\$ 32.57
2. Local Factory business- Large General				
June 2018	101,100 gallons	\$ 509.42	\$ 521.53	\$ 12.11
Previous 12 months	2,415,600 gallons	\$ 11,387.57	\$ 11,631.13	\$ 257.86
3. Local Machine Shop- Large General				
June 2018	700 gallons	\$ 37.54	\$ 39.61	\$ 2.07
Previous 12 months	8,800 gallons	\$ 75.61	\$ 78.49	\$ 17.18
4. Local Entertainment- Large General Outside				
June 2018	99,300 gallons	\$ 518.96	\$ 530.89	\$ 11.93
Previous 12 months	508,900 gallons	\$ 2,444.08	\$ 2,496.97	\$ 67.19

Staff will place on future agenda for Council consideration regarding any rate increases.

3. Discussion regarding staffing for pool season.

Vicki Tower, Park Secretary advised that we currently have two applications for cashier and one for lifeguard. For the City of Lampasas to operate both pools safely it requires a minimum of 28-32 employees; which includes management, lifeguards, maintenance personnel and cashiers. The starting pay for each is \$8.25 for the City of Lampasas. Surrounding municipalities range from \$9.00-\$15.00 per hour. Staff recommends increasing the pay to be competitive with the local market. Ms. Tower did attend the High School Job Fair to promote the seasonal positions. Mr. deGraffenried advised that while the increase is not budgeted, we need to find the funding to ensure we are able to open the pools this season.

At Council direction staff will increase starting wages and will repost job positions in hopes of recruiting staff for the current season.

4. Discussion regarding any item on the regular agenda

There was no discussion.

Adjourn Workshop Session

Council member Keele moved to adjourn the workshop session at 6:05 p.m., the motion was seconded by Council member Pearce and with a unanimous vote, the motion carried. (Morris absent)

Without objection Council took at 10-minute break

REGULAR SESSION

ANNOUNCEMENTS

- **Call to Order**

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

- **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.

- **Presentations and Proclamations**

- Council recognized the following service anniversaries
 - Hunter Sanguinet- 5 years
 - Kelli Sanguinet- 20 years
- Mayor Monroe & Council recognized the Lampasas 36 Club as Misti Talbert Community Champions

The Lampasas 36 Club works throughout the year volunteering time and contributing in our community to make our community a better place. They have collectively donated to the Lampasas Mission, provided School Supplies to Lampasas ISD, Created Thanksgiving Baskets for Families in Need, Supported Christmas on the Creek, Vision Lampasas, The CATE Program at the High School to provide scholarships for students to who have chosen to pursue nontraditional post-secondary education, they support the Library Foundation, and if there is a project or need in the community then the Lampasas 36 Club answers the call.

Two years ago, this organization was approached to take over the Lampasas County Fair during Spring Ho. The ladies of the Lampasas 36 Club graciously accepted the opportunity to host the Lampasas County Fair and have kept the tradition alive for the last 2 years and is honored to host it again for the 2023 Spring Ho Festival.

Founded in 1936 in Lampasas, the Lampasas 36 Club is part of the General Federation of Women's Clubs- an International Organization with its mission steeped in Literacy, Community Service, Leadership and Community Improvement by enhancing the lives of others. This is why the Ladies of the Lampasas 36 Club do what they do every month and WHY they make a difference in the City of Lampasas and are all Community Champions!

PUBLIC HEARINGS/CITIZEN COMMENT	
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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Andrea Lawson advised that while she was the assistant supervisor at the Hancock Pool, she does not have the skill set to run both pools the way Ms. Watkins has done in the past. She has not applied as the city needs a qualified pool manager. The pay increase should help in recruiting staff.

Kristi Allison advised she is a teacher at the high school and runs the summer swim camp at the pool. She sees the value in swimming and is a master swimmer. In speaking with students there are many that do not know how to swim or are not strong swimmers. She would volunteer to teach them. The increase in wages will help and by increasing the entry fee at Hancock Pool for out-of-town guests, it will help offset costs, since it is a tourist attraction.

Dan Lawson commented on the Historic Spring-Fed Hancock Pool, it is tourist attraction and the community and guests enjoy it. The pool does need some improvements and dressing rooms however; it is widely used by the community. It is a great form of exercise and is sought out by visitors coming to Lampasas.

1.3	Public Hearing to receive citizen comments regarding the first reading of an Ordinance amending Chapter 54, Parks and Recreation, Lampasas Code of Ordinances
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Mayor Monroe opened the public hearing.

Becky Sims, City Secretary advised of the following amendments:

Pg. 10

- *Removed reference to Water Plant on Spring Street*
- *Removed reference to Community Development Director*
- *Removed reference to permit to swim/bathe in creek*

Pg. 11

- *Validate Park hours- 6am-10pm.*
- *Amplified music is prohibited at Hancock Park*

Pg. 12

- *Removed reference to Restaurant at Hostess House*
- *Changed City Secretary to Park Administration*

Pg. 13

- *Updated minor from 8 yrs. old to 12 yrs. old. for being without an adult at public pool (per Secretary of State)*
- *Changed City Secretary to Park Administration*

Pg. 14

- *Added Skate Park Rules*

With no additional comments, the public hearing was closed.

1.4	Public Hearing to receive citizen comments regarding the first reading of an Ordinance to re-adopt Chapter 50, Article II, Sec. 50:31-36 Curfew for Minors
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Mayor Monroe opened the public hearing.

Jody Cummings, Police Chief advised of the following:

Before the third anniversary of the date of adoption of a juvenile curfew ordinance by a general-law municipality or a home-rule municipality or an order of a county commissioner's court, and every third year thereafter, the governing body of the general-law municipality or home-rule municipality or the commissioner's court of the county shall:

- (1) review the ordinance or order's effects on the community and on problems the ordinance or order was intended to remedy;*
- (2) conduct public hearings on the need to continue the ordinance or order; and*
- (3) abolish, continue, or modify the ordinance or order. (b) Failure to act in accordance with Subsections (a)(1)-(3) shall cause the ordinance or order to expire.*

City results of Ordinance are as follows:

2020 violations – 23 warnings / 15 arrests

2021 violations – 20 warnings / 3 arrests

2022 violations – 7 warnings/ 1 arrest

With no additional comments, the public hearing was closed.

2.0	MINUTES
2.1	Discussion and possible action concerning the approval of minutes of the Regular Meeting held on held on March 13, 2023

Mayor Pro-Tem Williamson moved to approve the minutes as presented; the motion was seconded by Council member Keele, with Council member Kuehne abstaining, the motion carried. (Morris absent)

3.0	CONSENT AGENDA
3.1	Discussion and possible regarding the seconded reading of an Ordinance for a Specific Use Permit in an area zoned Retail "R" to allow for a Tire Shop at property described as Lot 7-8, Block 51, AH Barnes Addition; commonly known as 101 S. Key Avenue Lampasas, Texas, Lampasas County.

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

4.0	BOARDS/DEPARTMENT REPORTS
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Judge Gradel presented the following to Council:

From 2019 to present

Average 2,000 + violations annually

Over \$200,000 collected in fines annually

5,407 cases sent to Collection Agency

2020- 228 cases resolved, \$110,000+ collected

2021- 772 cases resolved, \$110,000+ collected

2022- 225 cases resolved, \$99,000+ collected

After 6-months of non-payment, cases will be sent to collections

Warrant Round-Up is now referred to as Warrant Resolution

New collections methods

- *Postcards*
- *Text Messages*

One pending jury trial

No bench trials

No more zoom trials- all in person

Community Service Hours

2019-3,515

2020-1,332

2021-1,205

2022- 436

Municipal court staff assists county and district clerks to help identify and research driver's license issues, such as suspensions.

Court staff continues to meet Continuing Education Requirements for certifications

5.0	ROUTINE MATTERS
5.1	City Manager's Operational Report

City Manager deGraffenried reviewed his report:

Sales Tax *March sales tax receipts marked a continued positive trend for the City. For the month the City was allocated \$219,646.87 compared to March 2022 receipts of \$203,308.33, an 8.3% increase. Year to date payments have been \$751,549.79 compared to \$702,445.88 in the previous year, a 6.99% improvement. Through one half of the year, the City has collected 56.4% of its annual sales tax budget.*

Airport Planning *The City received news this week that final negotiations for the Airport Planning contract have been completed between TxDOT and the selected consultant, Parkhill. The Plan scope includes inventory of assets, assessment of future needs, and associated layout plan. Council will be asked to appoint a planning advisory committee, likely to include 1-2 Airport Advisory Board members, a member from the Pilots' Association, a Council member, and representation from the LEDC and/or the Chamber. The negotiated Planning contract price was higher than the original TxDOT estimate, which will require a slightly greater match from the City, \$23,000.00 compared to \$20,000.00, however; as a reminder the last Airport grant project came in well under budget, and the City was reimbursed approximately \$48,000.00 from our match.*

EMS Report *Attached is the February monthly report from Hamilton County Emergency Medical Services for call activity in Lampasas County. The report notes approximately 62% of the 184 calls were within the City of Lampasas. Average response time in the City was a very respectful 5 minutes 3 seconds.*

Skate Park *Chris Eicher reports tremendous activity and use of the Campbell Park, Skate Park. Chris noted over Spring Break instances of 25 plus users at one time, with a number of folks from out of town. Word spreads quickly. In conjunction with other park activity on April 15th, the City in coordination with stakeholders, have scheduled a ribbon cutting at 9:00 a.m. Some final grooming and backfill will be done prior the event.*

Audit *City staff have received the draft FY 2022 audit, and will begin internal review this coming week. Traditionally, Council has appointed an ad-hoc committee to review the audit with the City's CPA firm, which has included the Mayor, Mayor Pro-tem, and one additional Council member. Without objection, staff would seek Council identification of a third Council member to participate in the review prior to the April 10th meeting.*

Council member Kuehne volunteered to be part of ad-hoc committee.

Park Board *The Park Board met on March 16th and discussed, among other items, the coordination of layouts of the disc golf course and the hike and bike trails. Stakeholders for both groups discussed the various stages of their planning process and the need to eliminate use conflicts. It is also staff's understanding that additional investment may be made by trail stakeholders to specify and layout bike and walking paths. Both groups, with staff, will*

meet in the near future at the park to coordinate a plan for presentation to the Park Board on April 20th.

Eclipse This is the last reminder to Council regarding the April 5th Town Hall meeting on the 2024 eclipse to be held at the Old Middle School starting at 5:30 p.m. Chief Smith will be reviewing and fine tuning the presentation agenda with staff and presenters on March 29. As previously mentioned, in addition to the primary planning focus of public safety; a parallel planning and communication track is also taking place to address business needs and preparation, and disruptions for our residents.

LEDC The Lampasas Economic Development Corporation (“LEDC”) met twice since the last Council meeting, March 15th and 23rd. The focus of the meetings has been completing the final, rough, draft of land use covenants prior to legal review, as well as, discussion regarding electric infrastructure design and installation. The Planning and Zoning Commission will also finalize zoning and land use for the Park in the coming months. Additionally, Stacey reported progress on discussions with prospects for the Business Park.

CIP The Capital Improvement Program (“CIP”) committee will meet on March 30th at the Water/Wastewater Shop and Lab to continue the planning process for the FY 2024-FY 2028 Report. Agenda items will include review of the Committee purpose and priority definitions, and also include reports and forecast projects from the Public Works Departments.

Staff Staff is pleased to recognize employees who began their City of Lampasas careers in March: Hunter Sanguinet, 5 years; Richard Cox, 7 years; Franklin Potter, 1 year; Heather McDonald, 2 years; Tim Ryan, 29 years; Chris Eicher, 16 years; Glen Chism, 1 year; Kelli Sanguinet, 20 years; and Pamela Torrez, 3 years.

5.2	MAYOR’S COMMENTS
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6.0	UNFINISHED BUSINESS
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There was no unfinished business.

7.0	NEW BUSINESS
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7.1	Discussion and possible action regarding award of bid for annual emulsion contract
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Council member Kuehne moved to approve the acceptance of bid for emulsion from Wright Asphalt Products Co., not to exceed \$86,280.00 from April 1, 2023 to April 1, 2024, with the option to extend the contract for one year, expiring on April 1, 2025, the motion was seconded by Council member Keele. Mayor Monroe opened the floor for discussion, Council member Kuehne inquired as to the estimated dirt roads inside city limits, Ryan Ward, ACM advised 1-2 miles total. With no further discussion, the motion carried with a unanimous vote. (Morris absent)

7.2	Discussion and possible action to approve a Resolution authorizing the submission of a Texas Community Development Block Grant application to the Texas Department of Agriculture for the Community Development Fund.
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Council member Keele moved to approve a Resolution authorizing the submission of a Texas Community Development Block Grant application to the Texas Department of Agriculture for the Community Development Fund, the motion was seconded by Council member Pearce and with a unanimous vote, the motion carried. (Morris absent)

7.3	Discussion and possible action to approve a Resolution authorizing city representative to act in matters pertaining to the city's participation in the Texas Community Development Block Grant
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Council member Keele moved to approve a Resolution authorizing city representatives to act in matters pertaining to the city's participation in the Texas Community Development Block Grant Program; specifically Mayor, ACM or City Manager serve as the City's Chief Executive Officer and authorize grant applications and other contractual documents and whereas the Finance Director, City Secretary and Council Members certify funding, the motion was seconded by Council member Kuehne and with a unanimous vote, the motion carried (Morris absent)

7.4	Discussion and possible action to approve a Resolution to declare an area of the designated Historic Downtown/Commercial District as a blighted area.
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Council member Keele moved to approve a Resolution to declare Third Street from Western to Live Oak and Western from Second Street to Third Street and Live Oak from Second to Third Street as a blighted area in the Historic Downtown District, the motion was seconded by Mayor Pro-Tem Williamson and with a unanimous vote, the motion carried. (Morris absent)

7.5	Discussion and possible action to approve a Resolution authorizing the submission of a Downtown Revitalization Program (DRP) application to the Texas Department of Agriculture.
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Council member Keele moved to approve a Resolution authorizing the submission of a Downtown Revitalization Program (DRP) application to the Texas Department of Agriculture, the motion was seconded by Council member Pearce and with a unanimous vote, the motion carried. (Morris absent)

7.6	Discussion and possible action to approve a Resolution authorizing the signatories for the 2023 Downtown Revitalization Program (DRP) application and future grants administered through Texas Department of Agriculture TDA Go grants online.
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Council member Keele moved to approve a Resolution authorizing city representatives as signatories for the 2023 Downtown Revitalization Program (DRP) administered through Texas Department of Agriculture (TDA); specifically Mayor, ACM or City Manager serve as the City's Chief Executive Officer and authorize grant applications and other contractual documents and whereas the Finance Director, City Secretary and Council Members certify funding, the motion was seconded by Council member Pearce and with a unanimous vote, the motion carried (Morris absent)

7.7	Discussion and possible action regarding use of HOT Funds for the 2023 Riata Rodeo & LTX BBQ Fest requested by the Lampasas Country Chamber of Commerce and Visitor Center.
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Council member Kuehne moved to approve HOT funds in the amount of \$7,013.74 for event expenses related to the Riata Roundup Rodeo & LTX BBQ Fest on April 27-29, 2023, the motion was seconded by Mayor Pro-Tem Williamson and with a unanimous vote, the motion carried. (Morris absent)

7.8	Discussion and possible action regarding the first reading of an Ordinance amending Chapter 54, Parks and Recreation, Lampasas Code of Ordinances.
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Council member Keele moved to approve the first reading of an Ordinance amending Chapter 54, Parks and Recreation, Lampasas Code of Ordinances, the motion was seconded by Council member Pearce and with a unanimous vote, the motion carried. (Morris absent)

7.9	Discussion and possible action regarding the first reading of an Ordinance to re-adopt Chapter 50 Offenses, Article II. Curfew for Minors as required by State Law every three (3) years.
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Mayor Pro-Tem Williamson moved to approve the first reading of an Ordinance to re-adopt Chapter 50 Offenses, Article II. Curfew for Minors as required by State Law every three (3) years, the motion was seconded by Council member Kuehne and with a unanimous vote, the motion carried. (Morris absent)

7.10	Discussion and possible action regarding Notice of May 6, 2023 Election
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Council member Keele moved to approve the Notice of Election, the motion was seconded by Mayor Pro-Tem Williamson and with a unanimous vote, the motion carried. (Morris absent)

Adjourn into Executive Session- Mayor Pro-Tem Williamson moved to adjourn into Executive Session at 7:14 p.m., the motion was seconded by Council member Keele and with a unanimous vote, the motion carried. (Morris absent)

EXECUTIVE SESSION

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

8.0	EXECUTIVE SESSION ITEMS
8.1	Section 551.071 (1) (A) and 551.071(2), Consultation with Attorney by telephone and/or in person concerning matters upon which the attorney has a duty and/or responsibility to report to the governmental body; and/or other matters posted on the regular agenda.
8.2	Adjourn executive session and reconvene Regular Session

Council reconvened into regular session at 8:21 p.m.

REGULAR SESSION

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

There was no action taken

Adjourn- Mayor Pro Tem Williamson moved to adjourn the meeting at 8:22 p.m. the motion was seconded by Council member Kuehne and with a unanimous vote the motion carried. (Morris absent)

PASSED AND APPROVED this _____ day of _____, 2023.

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 March 1, 2023 to March 31, 2023.

Requested By: Yvonne Moreno, Finance Director

Submitted By: Yvonne Moreno, Finance Director

Date Submitted: March 31, 2023

For the Agenda of: April 10, 2023

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 March 1, 2023 to March 31, 2023.

Recommendation:

Motion to approve by consent.

3/31/2023 2:22 PM
 VENDOR SET: 99 CITY OF LAMPASAS
 BANK: FSB BANCORPSOUTH
 DATE RANGE: 3/01/2023 THRU 3/31/2023

A/P HISTORY CHECK REPORT

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02856	AEP ENERGY PARTNERS, INC.							
I-17521418984	AEP ELECTRIC	E	3/20/2023	167,079.47		000104		167,079.47
56260	LOWER COLORADO RIVER AUTHORITY							
I-EW17431	COST OF ELECTRIC	E	3/20/2023	398,761.71		000105		398,761.71
27050	IRS-PAYROLL TAXES							
I-T1 202303098314	FEDERAL WITHHOLDING	D	3/10/2023	21,408.47		000180		
I-T3 202303098314	FICA TAX	D	3/10/2023	29,678.20		000180		
I-T4 202303098314	MEDICARE TAX	D	3/10/2023	6,940.92		000180		58,027.59
27050	IRS-PAYROLL TAXES							
I-T1 202303238316	FEDERAL WITHHOLDING	D	3/24/2023	19,695.80		000181		
I-T3 202303238316	FICA TAX	D	3/24/2023	29,136.34		000181		
I-T4 202303238316	MEDICARE TAX	D	3/24/2023	6,814.24		000181		55,646.38
17865	COLONIAL LIFE & ACCIDENT							
I-202303028312	COLONIAL LIFE & ACCIDENT	R	3/02/2023	26.77		170439		
I-AC1202302098303	ACCIDENT INSURANCE	R	3/02/2023	399.36		170439		
I-AC2202302238304	ACCIDENT INSURANCE	R	3/02/2023	372.64		170439		
I-AC3202302098303	ACCIDENT INSURANCE	R	3/02/2023	657.14		170439		
I-AC3202302238304	ACCIDENT INSURANCE	R	3/02/2023	657.13		170439		
I-CN1202302098303	CANCER INSURANCE	R	3/02/2023	251.74		170439		
I-CN2202302238304	CANCER INSURANCE	R	3/02/2023	251.76		170439		
I-HO1202302098303	HOSPITAL INCOME PREMIUM	R	3/02/2023	0.01		170439		
I-HO3202302098303	HOSPITAL INCOME - PRETAX	R	3/02/2023	145.49		170439		
I-HO3202302238304	HOSPITAL INCOME - PRETAX	R	3/02/2023	145.49		170439		
I-HOS202302238304	HOSPITAL INCOME - PRETAX	R	3/02/2023	0.01		170439		
I-LF3202302238304	UNIV/COL LIFE AFTER TAX	R	3/02/2023	396.71		170439		
I-LF7202302098303	NON-PRETAX LIFE INSURANCE	R	3/02/2023	396.72		170439		
I-LF8202302098303	AFTER TAX COLONIAL PRODUCTS	R	3/02/2023	1,204.32		170439		
I-LF8202302238304	AFTER TAX COLONIAL PRODUCTS	R	3/02/2023	1,204.32		170439		
I-LP1202302098303	PRETAX LPSD DISABILITY	R	3/02/2023	0.01		170439		
I-LP3202302098303	LPSD DISABILITY AFTERTAX	R	3/02/2023	26.72		170439		
I-LP3202302238304	LPSD DISABILITY AFTERTAX	R	3/02/2023	26.72		170439		6,163.06
03376	PRINCIPAL LIFE INSURANCE COMPA							
I-202303028309	PRINCIPAL LIFE INSURANCE COMPA	R	3/02/2023	243.46		170448		
I-202303028310	PRINCIPAL LIFE INSURANCE COMPA	R	3/02/2023	129.37		170448		
I-DN1202302098303	EMPLOYEE SHARE HEALTH INSUR	R	3/02/2023	777.84		170448		
I-DN1202302238304	EMPLOYEE SHARE HEALTH INSUR	R	3/02/2023	16.58		170448		
I-DN2202302098303	EMPLOYEE SHARE HEALTH INSUR	R	3/02/2023	16.58		170448		
I-DN2202302238304	EMPLOYEE SHARE HEALTH INSUR	R	3/02/2023	744.68		170448		
I-GDC202302238304	DENTAL INSURANCE PREMIUM	R	3/02/2023	940.93		170448		
I-GDE202302238304	DENTAL INSURANCE PREMIUM	R	3/02/2023	952.88		170448		
I-GDF202302238304	DENTAL INSURANCE PREMIUM	R	3/02/2023	1,493.64		170448		
I-GDS202302238304	DENTAL INSURANCE PREMIUM	R	3/02/2023	572.90		170448		
I-GVC202302238304	VISION INSURANCE PREMIUM	R	3/02/2023	130.34		170448		

VENDOR SET: 99 CITY OF LAMPASAS
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 DATE RANGE: 3/01/2023 THRU 3/31/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
I-GVE202302238304	VISION INSUR PREMIUM	R	3/02/2023	252.00		170448		
I-GVF202302238304	VISION INSURANCE PREMIUM	R	3/02/2023	243.88		170448		
I-GVS202302238304	VISION INSURANCE PREMIUM	R	3/02/2023	101.55		170448		
I-VS1202302098303	EMPLOYEE SHARE HEALTH PLAN	R	3/02/2023	87.06		170448		
I-VS1202302238304	EMPLOYEE SHARE HEALTH PLAN	R	3/02/2023	2.16		170448		
I-VS2202302098303	EMPLOYEE SHARE HEALTH INSUR	R	3/02/2023	2.16		170448		
I-VS2202302238304	EMPLOYEE SHARE HEALTH INSUR	R	3/02/2023	85.26		170448		6,793.27
74775	SCOTT & WHITE HEALTH PLAN							
I-202302278306	SCOTT & WHITE HEALTH PLAN	R	3/02/2023	5,919.75		170464		
I-202302278307	CHAD CURTIS INSURANCE	R	3/02/2023	398.88		170464		
I-202303028313	C ALFORD CITY PART FOR FEB	R	3/02/2023	681.34		170464		
I-CCC202302238304	HEALTH INSURANCE PREMIUM	R	3/02/2023	6,654.87		170464		
I-CCE202302238304	HEALTH INSURANCE PREMIUM	R	3/02/2023	10,096.30		170464		
I-CCF202302238304	HEALTH INSURANCE PREMIUMS	R	3/02/2023	4,617.85		170464		
I-CCS202302238304	HEALTH INSURANCE PREMIUM	R	3/02/2023	4,127.70		170464		
I-HE1202302238304	HEALTH INSURANCE PREMIUM	R	3/02/2023	8,726.49		170464		
I-HEA202302098303	EMPLOYEE SHARE HEALTH INSURANC	R	3/02/2023	11,545.48		170464		
I-HEA202302238304	EMPLOYEE SHARE HEALTH INSURANC	R	3/02/2023	534.84		170464		
I-HEC202302098303	EMPLOYEE SHARE HEALTH INSURANC	R	3/02/2023	306.58		170464		
I-HEC202302238304	EMPLOYEE SHARE HEALTH INSURANC	R	3/02/2023	11,628.22		170464		
I-HI1202302238304	CITY HEALTH INSURANCE	R	3/02/2023	14,588.21		170464		
I-HID202302238304	CITY HEALTH INSURANCE	R	3/02/2023	17,543.84		170464		
I-HIE202302238304	EMPLOYEE CITY HEALTH CONTRIB	R	3/02/2023	21,802.88		170464		119,173.23
84250	TEXAS MUNICIPAL RETIREMENT SYS							
I-TMR202302018302	RETIREMENT CONTRIBUTIONS	R	3/02/2023	782.84		170466		
I-TMR202302098303	RETIREMENT CONTRIBUTIONS	R	3/02/2023	57,913.11		170466		
I-TMR202302238304	RETIREMENT CONTRIBUTIONS	R	3/02/2023	57,144.21		170466		115,840.16
52200	LAMPASAS PUBLIC UTILITIES							
I-02282023	FEBRUARY 2023	R	3/10/2023	31,339.20		170492		31,339.20
03581	ACROSS THE STREET PRODUCTIONS							
I-INV14093	TRAINING	R	3/13/2023	4,754.75		170505		4,754.75
6960	BIO-CHEM LAB INC							
I-25310123	JANUARY EFF ANALYSIS	R	3/13/2023	2,732.00		170515		
I-2551122	NOVEMBER EFF ANALYSIS	R	3/13/2023	2,954.00		170515		5,686.00
02344	BRENNTAG SOUTHWEST INC							
I-BSW427168	BLEACH 580 ENTRY POINT	R	3/13/2023	1,921.70		170516		
I-BSW427169	BLEACH 190 ENTRY POINT	R	3/13/2023	1,940.00		170516		
I-BSW437271	BLEACH 190 ENTRY POINT	R	3/13/2023	1,885.10		170516		
I-BSW437272	BLEACH 580 METER SITE	R	3/13/2023	2,068.10		170516		7,814.90

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00904 I-02082023	HEART OF TEXAS DEFENSE ALLIANC ANNUAL SUPPORT 2024	R	3/13/2023	5,970.00		170539		5,970.00
02132 I-152196991	HELENA CHEMICAL CO PRE-EMERGE	R	3/13/2023	7,664.80		170540		7,664.80
03580 I-AU183350	KRAL BROS LLC dba HAIL VALET UNIT 3 HAIL REPAIR TO UNI	R	3/13/2023	10,912.56		170553		10,912.56
02410 I-23022001	LAMCO CONSTRUCTION BRIGGS ST CURB	R	3/13/2023	15,450.00		170556		15,450.00
01050 I-9610 I-9611 I-9612 I-9613 I-9614	MCCOY TREE SURGERY COMPANY TREE TRIMMING TREE TRIMMING TREE TRIMMING TREE TRIMMING TREE TRIMMING	R R R R R	3/13/2023 3/13/2023 3/13/2023 3/13/2023 3/13/2023	2,460.00 5,299.20 2,460.00 5,299.20 5,299.20		170574 170574 170574 170574 170574		20,817.60
02250 I-8281579742	MOTOROLA SOLUTIONS, INC. AVTEC PARTS OUTPOST PLUS	R	3/13/2023	5,178.00		170579		5,178.00
00983 I-02222023 I-03022023	CHRIS OLDHAM DIGESTOR VALVE STAND DISGESTER MIXER LIFT JIB	R R	3/13/2023 3/13/2023	3,208.23 2,160.00		170583 170583		5,368.23
01305 I-I11005051	PUMP MECHANICAL TECHNICAL SERV IRRIGATION STATION REPAIR	R	3/13/2023	11,276.00		170589		11,276.00
00951 I-000000065724 I-000000065725 I-000000065726 I-000000065727	SCHNEIDER ENGINEERING LLC ENGINEERING ENGINEERING ENGINEERING ENGINEERING	R R R R	3/13/2023 3/13/2023 3/13/2023 3/13/2023	772.60 3,040.00 878.75 1,000.00		170591 170591 170591 170591		5,691.35
02095 I-3111	SOUTHERN STAR COMMUNICATION LC HYBRID TELEPHONE SYSTEM	R	3/13/2023	4,851.42		170595		4,851.42
03502 I-DRAW 14 03072023	SPA SKATEPARKS SKATEPARK-DRAW 14	R	3/13/2023	45,676.00		170596		45,676.00
03502 I-FINAL 03072023	SPA SKATEPARKS SAKTEPARK- FINAL	R	3/13/2023	16,000.00		170597		16,000.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
03511	TEXAS MULTI-CHEM, LTD							
I-107495	IMPROVEMENTS-TURNER COMP	R	3/13/2023	28,154.00		170602		28,154.00
01401	TSM CONSULTING SERVICES INC							
I-1525383	MARCH SUPPORT	R	3/13/2023	900.00		170606		
I-1525384	BACKUP RENEWALS	R	3/13/2023	1,853.65		170606		
I-1525385	OFFICE 365 EXCHANGE	R	3/13/2023	16,200.00		170606		18,953.65
03362	UNITED LABORATORIES INC							
I-INV372575	INSECTICIDE, JANITORIAL	R	3/13/2023	822.53		170608		
I-INV372638	NITRIFYING BACTERIA	R	3/13/2023	3,394.83		170608		4,217.36
02976	WASTE CONNECTIONS							
I-2584591V165	CITIZENS STATION	R	3/13/2023	1,067.98		170617		
I-2584592V165	RECYCLE CENTER	R	3/13/2023	396.62		170617		
I-2593227V165	COMMERCIAL SOLID WASTE	R	3/13/2023	59,891.87		170617		
I-2593228V165	RESIDENTIAL SOLID WASTE	R	3/13/2023	50,555.79		170617		
I-2593250V165	CITIZENS STATION	R	3/13/2023	1,353.20		170617		
I-2593263V165	RECYCLE	R	3/13/2023	773.10		170617		114,038.56
02860	FUELMAN							
I-NP63888645	TEXAS FLEET FUEL	R	3/15/2023	12,530.07		170641		12,530.07
47585	KEMPNER WATER SUPPLY CORP							
I-02282023	DEBT PAYMENTS	R	3/15/2023	19,146.97		170653		19,146.97
03547	LAMBDA CONSTRUCTION 1, LTD							
I-FINAL RETAINAGE	TRENCHING & CONDUIT	R	3/15/2023	31,569.50		170655		31,569.50
49400	LAMPASAS CENTRAL APPR DIST							
I-03132023	2ND QUARTERLY PYMNT	R	3/15/2023	10,489.00		170657		10,489.00
00983	CHRIS OLDHAM							
I-03072023	LIFTING JIB	R	3/15/2023	4,320.00		170675		4,320.00
01357	SINGLETON, CLARK & COMPANY, PC							
I-2167	FINAL FIELDWORK FYE 22	R	3/15/2023	20,700.00		170680		20,700.00
03406	WELLS FARGO FINANCIAL LEASING							
I-5024137054	MOWER LEASE	R	3/15/2023	2,750.00		170698		
I-5024137055	MOWER LEASE	R	3/15/2023	1,470.00		170698		4,220.00
47585	KEMPNER WATER SUPPLY CORP							
I-01312023*	JANUARY 2023 WATER	R	3/22/2023	73,618.39		170713		73,618.39

3/31/2023 2:22 PM
 VENDOR SET: 99 CITY OF LAMPASAS
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A/P HISTORY CHECK REPORT

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
03580	KRAL BROS LLC dba HAIL VALET							
I-HKIL1060	UNIT 9 VEHICLE REPAIRS	R	3/22/2023	13,220.62		170714		
I-HKIL1128	UNIT 16 VEHICLE REPAIRS	R	3/22/2023	8,438.24		170714		
I-HKIL1129	UNIT 5 HAIL REPAIRS	R	3/22/2023	7,223.21		170714		28,882.07
02250	MOTOROLA SOLUTIONS, INC.							
I-8230403337	SOFTWARE AND HOSTING USAG	R	3/22/2023	10,620.00		170719		10,620.00
03563	STUDIO 16:19,LLC							
I-22 914 2	WAYFINDING DESIGN PROJECT	R	3/22/2023	4,957.28		170720		4,957.28
17865	COLONIAL LIFE & ACCIDENT							
I-AC1202303098314	ACCIDENT INSURANCE	R	3/29/2023	372.59		170900		
I-AC2202303238316	ACCIDENT INSURANCE	R	3/29/2023	372.64		170900		
I-AC3202303098314	ACCIDENT INSURANCE	R	3/29/2023	657.13		170900		
I-AC3202303238316	ACCIDENT INSURANCE	R	3/29/2023	657.13		170900		
I-CN1202303098314	CANCER INSURANCE	R	3/29/2023	251.74		170900		
I-CN2202303238316	CANCER INSURANCE	R	3/29/2023	251.76		170900		
I-HO1202303098314	HOSPITAL INCOME PREMIUM	R	3/29/2023	0.01		170900		
I-HO3202303098314	HOSPITAL INCOME - PRETAX	R	3/29/2023	145.49		170900		
I-HO3202303238316	HOSPITAL INCOME - PRETAX	R	3/29/2023	145.49		170900		
I-HOS202303238316	HOSPITAL INCOME - PRETAX	R	3/29/2023	0.01		170900		
I-LF3202303238316	UNIV/COL LIFE AFTER TAX	R	3/29/2023	396.71		170900		
I-LF7202303098314	NON-PRETAX LIFE INSURANCE	R	3/29/2023	396.72		170900		
I-LF8202303098314	AFTER TAX COLONIAL PRODUCTS	R	3/29/2023	1,204.32		170900		
I-LF8202303238316	AFTER TAX COLONIAL PRODUCTS	R	3/29/2023	1,204.32		170900		
I-LP1202303098314	PRETAX LPSD DISABILITY	R	3/29/2023	0.01		170900		
I-LP3202303098314	LPSD DISABILITY AFTERTAX	R	3/29/2023	26.72		170900		
I-LP3202303238316	LPSD DISABILITY AFTERTAX	R	3/29/2023	26.72		170900		6,109.51
03376	PRINCIPAL LIFE INSURANCE COMPA							
I-202303288320	PRINCIPAL LIFE INSURANCE COMPA	R	3/29/2023	243.46		170908		
I-DN1202303098314	EMPLOYEE SHARE HEALTH INSUR	R	3/29/2023	761.26		170908		
I-DN1202303238316	EMPLOYEE SHARE HEALTH INSUR	R	3/29/2023	22.35		170908		
I-DN2202303238316	EMPLOYEE SHARE HEALTH INSUR	R	3/29/2023	783.61		170908		
I-GDC202303238316	DENTAL INSURANCE PREMIUM	R	3/29/2023	940.93		170908		
I-GDE202303238316	DENTAL INSURANCE PREMIUM	R	3/29/2023	952.88		170908		
I-GDF202303238316	DENTAL INSURANCE PREMIUM	R	3/29/2023	1,548.96		170908		
I-GDS202303238316	DENTAL INSURANCE PREMIUM	R	3/29/2023	606.60		170908		
I-GVC202303238316	VISION INSURANCE PREMIUM	R	3/29/2023	130.34		170908		
I-GVE202303238316	VISION INSUR PREMIUM	R	3/29/2023	257.04		170908		
I-GVF202303238316	VISION INSURANCE PREMIUM	R	3/29/2023	253.26		170908		
I-GVS202303238316	VISION INSURANCE PREMIUM	R	3/29/2023	101.55		170908		
I-VS1202303098314	EMPLOYEE SHARE HEALTH PLAN	R	3/29/2023	86.16		170908		
I-VS1202303238316	EMPLOYEE SHARE HEALTH PLAN	R	3/29/2023	2.16		170908		
I-VS2202303238316	EMPLOYEE SHARE HEALTH INSUR	R	3/29/2023	88.32		170908		6,778.88

VENDOR SET: 99 CITY OF LAMPASAS
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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
74775	SCOTT & WHITE HEALTH PLAN							
I-202303288318	SCOTT & WHITE HEALTH PLAN	R	3/29/2023	5,919.75		170924		
I-202303288319	CHAD CURTIS INSURANCE	R	3/29/2023	398.88		170924		
I-CCC202303238316	HEALTH INSURANCE PREMIUM	R	3/29/2023	6,654.87		170924		
I-CCE202303238316	HEALTH INSURANCE PREMIUM	R	3/29/2023	10,690.20		170924		
I-CCF202303238316	HEALTH INSURANCE PREMIUMS	R	3/29/2023	4,617.85		170924		
I-CCS202303238316	HEALTH INSURANCE PREMIUM	R	3/29/2023	4,127.70		170924		
I-HE1202303238316	HEALTH INSURANCE PREMIUM	R	3/29/2023	8,726.49		170924		
I-HEA202303098314	EMPLOYEE SHARE HEALTH INSURANC	R	3/29/2023	11,700.98		170924		
I-HEA202303238316	EMPLOYEE SHARE HEALTH INSURANC	R	3/29/2023	43.71		170924		
I-HEC202303098314	EMPLOYEE SHARE HEALTH INSURANC	R	3/29/2023	126.86		170924		
I-HEC202303238316	EMPLOYEE SHARE HEALTH INSURANC	R	3/29/2023	11,744.69		170924		
I-HI1202303238316	CITY HEALTH INSURANCE	R	3/29/2023	14,588.21		170924		
I-HID202303238316	CITY HEALTH INSURANCE	R	3/29/2023	17,543.84		170924		
I-HIE202303238316	EMPLOYEE CITY HEALTH CONTRIB	R	3/29/2023	22,484.22		170924		119,368.25
84250	TEXAS MUNICIPAL RETIREMENT SYS							
I-TMR202303018308	RETIREMENT CONTRIBUTIONS	R	3/29/2023	796.34		170926		
I-TMR202303098314	RETIREMENT CONTRIBUTIONS	R	3/29/2023	58,808.06		170926		
I-TMR202303238316	RETIREMENT CONTRIBUTIONS	R	3/29/2023	57,525.33		170926		117,129.73

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	39	1,088,223.75	0.00	1,088,223.75
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	2	113,673.97	0.00	113,673.97
EFT:	2	565,841.18	0.00	565,841.18
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

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: FSB TOTALS:	43	1,767,738.90	0.00	1,767,738.90
BANK: FSB TOTALS:	43	1,767,738.90	0.00	1,767,738.90
REPORT TOTALS:	43	1,767,738.90	0.00	1,767,738.90

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City Manager

ITEM NO. 3.2

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

Subject:

Discussion and possible action regarding the second reading of an Ordinance amending Chapter 54, Parks and Recreation, Lampasas Code of Ordinances.

Requested By: Becky Sims, City Secretary

Submitted By: Becky Sims, City Secretary

Date Submitted: March 22, 2023

For the Agenda of: April 10, 2023

Procurement and Funding Statement:

Attachments:

Summary Statement:

This is the second reading of an Ordinance.

Recommendation:

To consider a motion a motion to approve the second reading of an Ordinance amending Chapter 54, Parks and Recreation, Lampasas Code of Ordinances, specifically Article III-Regulations, Division 2 Sulphur Creek and Division 3 Parks.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LAMPASAS CODE OF ORDINANCES AMENDING CHAPTER 54, PARKS AND RECREATION, ARTICLE III-REGULATIONS, DIVISION 2. SULPHUR CREEK, DIVISION 3. PARKS, REPEALING ANY INCONSISTENT PROVISIONS; PROVIDING FOR SEVERABILITY CLAUSE; REPEALER CLAUSE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Lampasas recognizes the need to amend the current ordinance to meet the changing dynamics of our community; and

WHEREAS, the City Council has determined a need to amend its Code of Ordinances, as shown herein below,

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

Part 1: That Chapter 54, Parks and Recreation, Article III-Regulation, Division 2 Sulphur Creek, Division 3 Parks of the Code of Ordinances, City of Lampasas, is hereby amended as follows:

DIVISION 2. - SULPHUR CREEK

Sec. 54-141. - Bathing, swimming, fishing or wading in portion from U.S. Highway 281 bridge ~~to water plant prohibited~~ through the entire length of the golf course ~~is prohibited~~; exceptions

(a) No change

(b) No Change

(1) No change

(2) No change

(3) No change

(4) ~~Remove-Persons having the consent of the community development director for the city to use and occupy such area.~~

Sec. 54-142. - Swimming or bathing in portion from Naruna Road Crossing to Chestnut Street footbridge; ~~exception.~~

It shall be unlawful for any person to swim or bathe in ~~that the~~ portion of Sulphur Creek extending from the Naruna Road Crossing to the Chestnut Street footbridge. ~~except by permit issued by the city, which permit shall be valid only for the place, date and time therein prescribed.~~

DIVISION 3. - PARKS

Sec. 54-166. - Operation of motor vehicles.-No Change

(a) *Definitions.* **No Change** The following words, terms, and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Motor Vehicle- No Change

Public Park means all public parks in the city, whether owned by the city or only dedicated to the use of public as a public park.

(a) *Operation prohibited.* **No Change**

(b) *Erection of traffic control devices for enforcement* **No Change**

(c) *Applicability of section.* This [section 54-166](#), shall not apply to the operation of golf carts on the public golf course in the city. **No Change**

(d) *Penalties.* **No Change**

Sec. 54-167. - Hours of operation/temporary closures by the city.

(a) **No Change**

(1) Daily between the hours of 6:00 a.m. and 10:00 p.m. **No Change**

(1) **No Change**

(b) **No Change No Change**

(2) **No Change**

(3) **No Change**

(c) **No Change**

Sec. 54-168. - Group activities. No Change

Sec. 54-169. - Pedestrian traffic on Chestnut Street footbridge exempt from division. No Change

Sec. 54-170. - Regulations concerning use.

(a) **No Change**

(b) **No Change**

(1) **No Change**

(2) **No Change**

- (3) No Change
- (4) No Change
- (5) No Change
- (6) The playing of amplified music at an event ~~permitted or otherwise~~ occurring in the Hancock Park Pavilion **is prohibited.**
 - (a) City council may on a case-by-case basis approve ~~or deny~~ amplified music for events sponsored or supported by the City of Lampasas, non-profit groups, community groups, or fundraising events. However, in no circumstances shall amplified music be played between 10:00 p.m. and 12:00 noon.

Sec. 54-171. - Permit for possession or consumption of alcoholic beverages.

Required. No Change

The Hostess House (which for purposes of this Code is defined as the structure only, and specifically does not include any outdoor area) shall be ~~excluded~~ **included** in ~~from~~ this permit requirement, so that on-site consumption of alcoholic beverages, ~~provided by the customers to the restaurant, during the restaurant's hours of operation, which are hereby identified to be between 11:00 a.m. to 8:00 p.m., from Tuesday through Friday,~~ will ~~not~~ require a city permit, or security personnel, as required in subsection (f), below. ~~All functions occurring outside these stated hours of operations or to be held outside the structure will necessitate a city permit as per the Code, section 54-171, et seq. The sub-lessee shall also comply with all state permitting and service requirements.~~

No Change- No permit will be issued for alcoholic beverage consumption at Hanna Springs or Hancock Springs pools.

(b) Application. No Change

(c) Location for making application. Written application for municipal park facilities permits, as required by this section, shall be made ~~through the Park Administration Office located at the City Administration Building. office of the city secretary for the city.~~

(d) Required Information: No Change

(e) Validity; Transferal: No Change

(f) Security Personnel: No Change

(1) No Change

(g) Suspension or confiscation. No Change

(h) Violation of section a misdemeanor No Change

Sec. 54-172. - Children to be accompanied by adult at the swimming pool.

No child under the age of ~~eight years~~ **twelve (12)** years old shall be admitted to the swimming pool unless ~~he is~~ accompanied by a parent or other person who is 18 years of age or older.

Sec. 54-173. - Municipal park facility permits and conditions for rental of designated park facilities.

(a) No Change

(1) Use of all municipal park facilities, by permit or otherwise, shall be limited to the hours of ~~8:00 a.m.~~ 6:00 a.m. to 12:00 midnight.

(2) *No Change*

(3) *No Change*

(4) *No Change*

(5) *No Change*

(6) Use of municipal park facilities, for which the city has established a rental fee, shall be by nontransferable permit only. Upon property application and payment of fee, a municipal park facility use permit shall be issued by ~~city secretary~~ **Park Administration**, except no permit shall be issued for use of the Hancock Park pavilion involving amplified music.

(7) Application for municipal park facility permit shall be made not less than 48 hours in advance of the proposed use of the park at the ~~city secretary~~ **Park Administration** office ~~of the city secretary~~ and no permit will be issued unless all of the information requested in the application is completed and the applicable fee has been paid, in full.

(8) *No Change*

(9) Immediately upon the issuance of a municipal park facility permit, a copy thereof shall be furnished to the city chief of police and a true copy shall be retained by the ~~city secretary~~ **Park Administration Department**.

(10) *No Change*

(11) *No Change*

(12) *No Change*

(13) *No Change*

(14) *No Change*

(15) *No Change*

(b) No Change

(1) No Change

(2) No Change

(3) No Change

ADD:

(c) Skate Park Rules

- Use this facility at your own risk-be responsible
- Usage is intended for skateboards and BMX freestyle bikes
- No graffiti or defacing property
- No alcohol or tobacco products
- Safety First- helmets and other protective gear are highly recommended
- Be respectful of others-No fighting or foul language
- Clean up after yourself- do not leave trash on or around the skate park
- No gum, food or drinks on the skate park surface
- All other City of Lampasas Park rules apply

Warning

Texas Law- (Chapter 75, Civil Practice and Remedies Code) limits the liability of a governmental unit for damages arising directly from hockey, inline hockey, skating, in-line skating, roller-skating, or soap box derby use on premises that the governmental unit owns, operates, or maintains for those purposes.

Part 2: Providing for Severability. If any section or part of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, that holding shall not invalidate or impair the validity, force or effect of any section or part of a section of this Charter.

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

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

Part 5: 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.

READ AND APPROVED ON THE FIRST READING THIS ___DAY OF MARCH

READ AND ADOPTED ON THE SECOND READING THIS ___DAY OF APRIL

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. 3.3

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

Subject:

Discussion and possible action regarding the second reading of an Ordinance to re-adopt Chapter 50, Article II, Sec. 50:31-36 Curfew for Minors

Requested By: Jody Cummings, Police Chief

Submitted by: Jody Cummings, Police Chief

Date Submitted: March 23, 2023

For the agenda of: April 10, 2023

Procurement and Funding Statement:

N/A

Attachments: City Ordinance

Summary Statement:

This is the second reading of an Ordinance

Recommendation:

Consider a motion to approve the second reading of an Ordinance to re-adopt Chapter 50, Article II, Sec. 50:31-36 Curfew for Minors.

Note: This Ordinance is the same that is in the Code of Ordinances currently – there are no changes- the Ordinance must be re-adopted every three years by State Law.

ORDINANCE NO. 1619

AN ORDINANCE AMENDING CHAPTER 50, OFFENSES, ARTICLE II “CURFEW FOR MINORS” OF THE CODE OF ORDINANCES OF THE CITY OF LAMPASAS, TEXAS, RELATING TO THE CURFEW FOR MINORS; REPEALING ANY INCONSISTENT PROVISIONS; PROVIDING A SAVINGS AND A REPEAL CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City of Lampasas finds that it is in the best interest of its citizens to review the existing City ordinance regarding the curfew for minors;

WHEREAS, after conducting public hearings on the need to continue the ordinance, the City of Lampasas has determined that the curfew has been effective in remedying issues it was intended to remedy; and

WHEREAS, the City of Lampasas has determined that it is in the best interest of the health, safety and welfare of its citizens to continue the existing City ordinance regarding the curfew for minors, with some amendments therein.

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

Part 1: That Chapter 50, Article II “CURFEW FOR MINORS” of the Code of Ordinances of the City of Lampasas, Texas is hereby amended to read as follows:

ARTICLE II. CURFEW FOR MINORS

Sec. 50-31. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Curfew hours means:

- (1) 11:00 p.m. on any Sunday, Monday, Tuesday, Wednesday or Thursday, until 6:00 a.m. the following day; and

(2) 12:01 a.m. until 6:00 a.m. on any Saturday or Sunday.

Emergency means an unforeseen combination of circumstances or the resulting state that calls for immediate action. The term includes, but is not limited to, a fire, a natural disaster and automobile accident, or any situation requiring immediate action to prevent serious bodily injury or loss of life.

Establishment means any privately owned place of business operated for profit to which the public is invited including, but not limited to, any place of amusement or entertainment.

Guardian means:

(1) A person who, under court order, has the care, custody and control of a minor; or

(2) A public or private agency with whom a minor has been placed by a court.

Minor means any person under 17 years of age.

Operator means any individual, firm, association, partnership or corporation, operating, managing or conducting any establishment. The term includes the members or partners or an association or partnership and the officers of a corporation.

Parent means a person who is:

(1) A natural parent, adoptive parent, or stepparent of another person; or

(2) At least 18 years of age and authorized by a parent or guardian in writing to have the care and custody of a minor.

Public place means any place to which the public or a substantial group of the public has access and includes, but is not limited to, streets, highways and the common areas of schools, hospitals, apartment houses, office buildings, transport facilities and shops.

Remain means to:

(1) Linger or stay; or

(2) Fail to leave premises when requested to do so by a police officer or the owner, operator or other person in control of the premises.

Serious bodily injury means bodily injury that creates a substantial risk of death or that causes death, serious permanent disfigurement or protracted loss or impairment of the function of any bodily member or organ.

Sec. 50-32. Enforcement of article.

(a) Before taking any enforcement action under this article, a police officer shall ask the apparent offender's age and reason for being in the public place.

(b) The officer shall not issue a citation or make an arrest under this article unless the officer reasonably believes that an offense has occurred and that, based on any response and other circumstances, no defense in section 50-35 is present.

(c) Upon finding a minor in violation of this article, a police officer will:

- (1) Ascertain the name and address of the minor;
- (2) Have the authority to issue a citation to the minor; and
- (3) Order the minor to go promptly home by a direct route.

(d) A peace officer, upon finding a minor in violation of this article, may take the minor into custody and deliver the minor to a juvenile processing office if reasonable grounds exist to believe the minor has engaged in delinquent conduct or conduct indicating a need for supervision as described in V.T.C.A., Family Code, § 51.03.

(e) The parents of a minor may be cited for violation of this article upon the minor receiving a second citation for violation of this article.

Sec. 50-33. Penalty for violation of article.

(a) A person who violates a provision of this article is guilty of a separate offense for each day or part of a day during which the violation is committed, continued or permitted. Each offense, upon conviction, is punishable by a fine not to exceed \$500.00.

(b) When required by V.T.C.A., Family Code § 51.08, as amended, the municipal court shall waive original jurisdiction over a minor who commits an offense under this article.

Sec. 50-34. Offenses.

(a) A minor commits an offense if he remains in any public place or on the premises of any establishment within the city's jurisdiction during curfew hours.

(b) A parent or guardian of a minor commits an offense if he knowingly permits, or by insufficient control allows, a minor to remain in any public place or on the premises of any establishment within the city during curfew hours. A parent is presumed to knowingly allow or permit the minor to be in violation of this article if the minor has two previous convictions for violations of this article. For the purpose of this section a deferred adjudication is a conviction.

(c) The owner, operator or employee of an establishment commits an offense if he knowingly allows a minor to remain upon the premises of the establishment during curfew hours.

Sec. 50-35. Defenses.

(a) It is a defense to prosecution under section 50-34(a) that the minor was:

- (1) Accompanied by the minor's parent or guardian;
- (2) On a lawful errand at the direction of the minor's parent or guardian, without any detour or stop;
- (3) In a motor vehicle involved in interstate travel;
- (4) Engaged in an employment activity, or going to or returning home from an employment activity, without any detour or stop;
- (5) Involved in an emergency;
- (6) On the sidewalk abutting the minor's residence or abutting the residence of a next-door neighbor if the neighbor did not complain to the police department about the minor's presence;
- (7) Attending an official school, religious or other activity supervised by adults and sponsored by a governmental entity, a church, a civic organization or similar entity that takes responsibility for the minor, or going to or returning home from, without any detour or stop, an official school, religious or other activity supervised by adults and sponsored by a governmental entity, a church, a civic organization or another similar entity that takes responsibility for the minor;
- (8) Exercising First Amendment rights protected by the United States Constitution, such as the free exercise of religion, freedom of speech and the right of assembly; or
- (9) Married or had been married or had disabilities of minority removed in accordance with V.T.C.A., Family Code chapter 31.

(b) It is a defense to prosecution under section 50-34(c) that the owner, operator or employee of an establishment promptly notified the police department that a minor was present on the premises of the establishment during curfew hours and refused to leave.

Sec. 50-36. Expiration.

It is the intent of the city council to review, conduct public hearings, and readopt this article every three years as prescribed by Chapter 370 of the Texas Local Government Code.

Part 2: This ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Lampasas, and this ordinance shall not operate to repeal or affect any of such other ordinances, except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any in such other ordinance or ordinances are hereby superseded.

Part 3: If any provision of this ordinance or application thereof to any person or circumstance, shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are hereby declared to be severable.

Part 4: The Mayor is hereby authorized to sign this ordinance and the City Secretary to attest. This ordinance shall become effective and be in full force and effect in accordance with the provisions of the Charter of the City of Lampasas.

PASSED AND APPROVED on First Reading, on this 27th Day of March 2023.

PASSED AND ADOPTED on Second Reading on this 10th Day of April 2023.

APPROVED:

ATTEST:

TJ Monroe

Becky Sims, City Secretary

APPROVED AS TO FORM:

Jo-Christy Brown, City Attorney

[Signature of Attorney Provided on Separate Page, to be Attached]

City of Lampasas

M E M O

To: Mayor and City Council
From: Finley deGraffenried
Re: Manager's Report
Date: 6 April 2023

- Pool Season** Vicki Tower and Chris Eicher are pleased to report, that as a result of recent advertising and compensation adjustments, applications are rolling in for Summer pool employment. To date the City has received 2 applications for Pool Manager, 2 applications for Assistant Pool Manager, 13 applications for Lifeguard, and 6 applications for Cashier. A far cry from the 2 applications that were reported last Council meeting. If all applications result in a hire, the City is still short of a needed Pool workforce of approximately 28. Staff will continue to report as progress is made.
- Cooper Spring** Council should have received an invitation to the Founders' Recognition Ceremony at Cooper Spring Park. The Park was a partnership with the City, that included significant contributions of land and financial resources from private parties, including, most notably, Rex and Linda Johnson. The recognition will be held on April 22, 2023 at 10:00 a.m. at the Park entrance on Hackberry.
- TxDOT TA** Ryan reports that the City's Transportation Alternative ("TA") project submission to TxDOT has been selected to receive 2nd round consideration. The Call for Projects identifies funding for projects for bicycle and pedestrian infrastructure and planning. In the 2nd Round, the City will be asked to provide a Detailed Application providing a more comprehensive overview of the proposed project. The City's submission included bike lanes and pedestrian infrastructure in the vicinity of Western to North Street. The Detailed Application is due June 5, 2023 with funding action expected in Fall 2023.
- Utility Rates** As a follow-up to Council discussion on March 27, 2023, staff reports on this item to seek Council input on future agenda setting, or discussion, related to external impacts to wholesale costs of water and electricity. If additional information is helpful, please let staff know.
- Skate Park** Staff reports that additional grooming and final grading has been completed for the Skate Park. As referenced at the last Council meeting, backfill and shaping was necessary following the contractor's work and removal of their equipment ahead of the April 15th ribbon cutting. The City will also seed areas in hopes of vegetative cover taking hold over the next several months.

580 Sports Park

Ryan reports he will be meeting with representatives planning for improved bike trails and for a disc golf course this week. As previously reported, both groups intend on coordinating layouts to avoid conflicts prior to re-submission to the Parks Board and eventually City Council. As in both cases, strong stakeholder support for both projects will minimize, and perhaps eliminate, any costs to the City. The attached map, showing proposed and existing layouts, does look busy, but should be clarified after the on-site meeting.

Senior Center

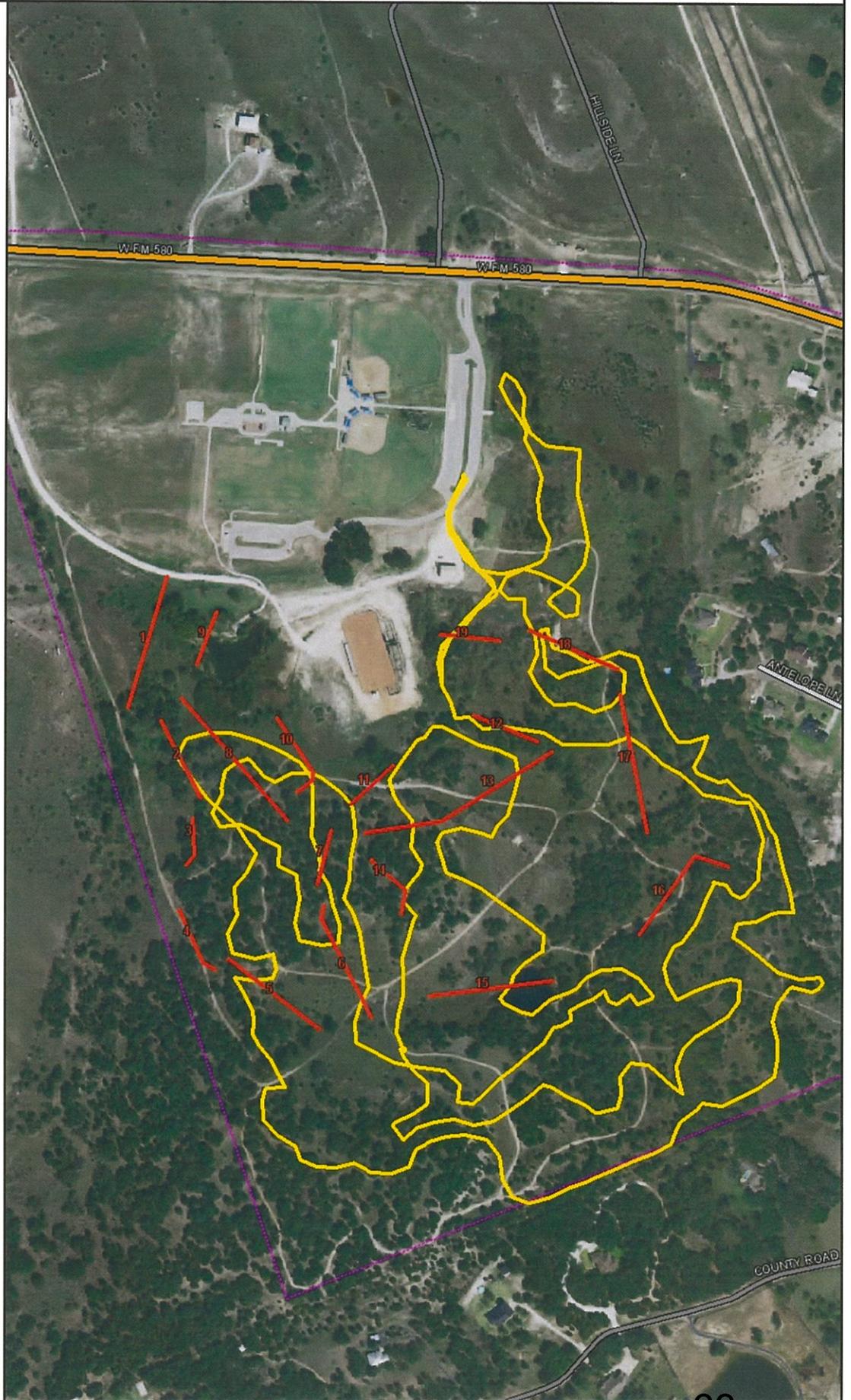
Under the direction from LOC Structural Engineering, the City is currently seeking bids for the repair of the west facing wall at the Senior Center. In the near future, Council will be asked to consider approval of the repair and cost depending on the amount of the contract. As mentioned to Council, the building apparently received damage as a result of an equipment or vehicle impact resulting in the shearing and displacement of wall studs. The building, with the exception of the area to be repaired, is available for use by programs offered through the Hill Country Community Action Association.

EMS Report

Attached is the monthly report of call activity for March from Hamilton EMS. Of note, Hamilton responded to 156 calls in the City of Lampasas out of 243 total calls in the County, or 65% of all calls. The average response time in the City is reported at 4 minutes and 56 seconds. Also included is a letter commending local first responders, including City of Lampasas responders, for actions taken during a cave collapse on the Lampasas River. City Fire Department responders included Frank Potter, Morris Wilkins, and Captain Colton Baker.

580 Sports Park

- Proposed Disc Golf Holes
- Proposed Bike Trails
- US Hwy
- FM Road
- City Street Labels
- City Streets
- County Road
- Private Road
- TxRRC Railroad
- Extra-territorial Jurisdiction
- City Limits



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



04/04/23 15:07



HAMILTON COUNTY HOSPITAL DISTRICT
 EMERGENCY MEDICAL SERVICES
 400 N. Brown, Hamilton, Texas 76531
 (254) 386-1898
 TX #097006

EMS Medical Director
 Timothy Rudolph M.D.

EMS Director
 Patrick Cobb EMTP, CEM

Lampasas County EMS Report March 2023

RESPONSE TIMES:

Lampasas County (15min 90% Annual) AVG 11 min 40 sec
 City of Lampasas (8min 59sec 90% Annual) AVG 04 min 56 sec

DISPOSITION OF CALLS BY MICU NUMBER:

NATURE	M61 Lamp	M62 Lamp	M63 Kemp	M-69 Backup	EMS 6
Patient Treated, Released (AMA)	8	5	9	0	0
Patient Refused Evaluation/Care (Without Transport)	24	21	3	0	0
Transported No Lights/Siren	78	81	33	0	0
Patient Dead on Scene - Resuscitation Attempted (Without Transport)	0	1	0	0	0
Standby - Public Safety, Fire, or EMS Operational Support Provided	0	2	2	2	1
Cancelled (Prior to Arrival at Scene)	3	4	0	0	0
Transported Lights/Siren	5	2	2	0	0
Patient Treated, Transferred Care to Another EMS Professional/Unit	2	0	2	0	0
Patient Treated, Transported by Law Enforcement	0	1	0	0	0
Cancelled on Scene/No Patient Found	0	0	1	0	0
Patient Dead on Scene - No Resuscitation Attempted (Without Transport)	1	3	0	0	0
Cancelled (No Patient Contact)	2	1	0	0	0
Transported Lights/Siren, Downgraded	1	0	0	0	0

Total Events (Patients): 300

CALLS FOR SERVICE BY LAMPASAS COUNTY AREAS (243)

AREA	# Of Calls	% Of Total CFS in Lampasas County
City of Lampasas	156	65%
Kempner VFD District	32 (Average response time 7m 47 sec)	13%
Adamsville VFD District	2 (Average response time 20m 30 sec)	<1%
Lometa VFD District	13 (Average response time 17m 6 sec)	6%
Lampasas VFD District	40 (Average response time 13m 5 sec)	15%



HAMILTON COUNTY HOSPITAL DISTRICT
EMERGENCY MEDICAL SERVICES
400 N. Brown, Hamilton, Texas 76531
(254) 386-1898
TX #097006

EMS Medical Director
Timothy Rudolph M.D.
EMS Director
Patrick Cobb EMTP, CEM

Randall Hoyer, Lampasas County Judge
Sheriff Jesse Ramos, Lampasas County Sheriff
Jeff Smith, City of Lampasas Fire Chief
Cornelia Green, Kempner VFD Fire Chief
Heriberto Rodriguez, City of Kempner Police Chief / City Manager

On March 18, 2023, around 1700 hours Hamilton EMS Medic #63 and Hamilton EMS Medic #62 was dispatched to a location on the Lampasas River off Lampasas County Road #3150. EMS was advised that there were children that were playing in a cave with the cave collapsed. Kempner Volunteer Fire Department, City of Lampasas Fire Department, Lampasas County Sheriff Office, and City of Kempner Police Department all responded to the incident.

When responders arrived on scene, they found the cave was on the opposite side of the Lampasas River, down an embankment. The depth of the water at this location was several feet deep, and the only way to access the cave was by swimming across the river. Once the rescuers crossed the river, they had to go up into the hollowed-out cave to treat and rescue the children.

Rescues of this nature are dangerous and somewhat complicated due to the possibility of the cave collapsing on the responders and having to move critically injured children across a river to be loaded in a helicopter and an ambulance for transport.

The rescuers set their own personal safety aside to rescue the children in the cave. They did not hesitate to take the necessary actions to save these children's life. For this, they should be commended for their actions.

I personally would like to thank and commend the following rescuers for the actions they took, and the patient care they provided to the critically injured children.

Kempner Volunteer Fire Department: Firefighters Wayland Allen, Justin Barkley, Steven Smith, Bailey Harner, Jennifer Lundt, Lexis Hansen, and Chief Cornelia Green.

City of Lampasas Fire Department: Frank Potter, Morris Wilkins, and Captain Colton Baker.

Lampasas County Sheriff Office: Jason Collins, Jason Hume, and Sergeant Jerome Ervin.

City of Kempner Police Department: Aspen Walker

Hamilton EMS: Paramedics Alexander Haynes, Robert Metheny, EMTs Kyle Keahey, Charles Vandergriff and Paramedic Captain Heather Johnson.

Patrick N. Cobb EMTP, CEM

EMS DIRECTOR

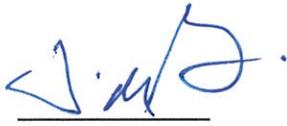
It is just as important to praise how all these emergency service agencies worked together seamlessly and efficiently to get their job done.

The citizens of Lampasas County should be proud of the high quality first responders they have serving the county and how they are truly dedicated to serving the citizens of Lampasas County.

Sincerely,

Wesley Alexander

Wesley Alexander, District Chief
Hamilton E.M.S.



City Manager

ITEM NO. 7.1

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

Subject:

Presentation and acceptance of the Emergency Management Report.

Requested By: Jeff Smith, Fire Chief

Submitted By: Jeff Smith, Fire Chief

Date Submitted: April 5, 2023

For the Agenda of: April 10, 2023

Procurement and Funding Statement:

N/A

Attachments:

Summary Statement:

The Emergency Management Plan (EMP) is a living document that is continuously reviewed and updated based on five principles: Prevention, Preparedness, Response, Recovery, and Mitigation. The EMP provides and outline for the actions of the City of Lampasas during a disaster or large-scale emergency. The content of the EMP includes a basic plan and 22 annexes that address specific areas of emergency response.

Recommendation:

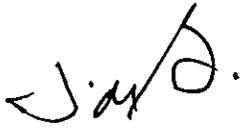
To consider a motion to accept the Emergency Management Report as presented.

The Emergency Management Plan (EMP) is a living document that is continuously reviewed and updated based on five principles: Prevention, Preparedness, Response, Recover, and Mitigation. The EMP provides and outlines the actions of the City of Lampasas during a disaster or large-scale emergency. The content of the EMP includes a basic plan and 22 annexes that address specific areas of emergency response.

Basic Plan: The Basic Plan outlines our approach to emergency operations, and is applicable to Bexar County and the Cities adhering to this plan. It provides general guidance for emergency management activities and an overview of our methods of mitigation, preparedness, response, and recovery. The plan describes our emergency response organization and assigns responsibilities for various emergency tasks. This plan is intended to provide a framework for more specific functional annexes that describe in more detail who does what, when, and how. This plan applies to all local officials, departments, and agencies. The primary audience for the document includes our chief elected official and other elected officials, the emergency management staff, department and agency heads and their senior staff members, leaders of local volunteer organizations that support emergency operations, and others who may participate in our prevention, preparedness, response, and recovery efforts.

The following is a list of the Emergency Annexes that serve to provide specific information while responding to an incident within the City of Lampasas.

- | | |
|--|---|
| Annex A: Warning | Annex L: Utilities |
| Annex B: Communications | Annex M: Resource Management |
| Annex C: Shelter & Mass Care | Annex N: Direction & Control |
| Annex D: Radiological Protection | Annex O: Human Services |
| Annex E: Evacuation | Annex P: Hazard Mitigation |
| Annex F: Firefighting | Annex Q: Hazmat and Oil Spill Response |
| Annex G: Law Enforcement | Annex R: Search & Rescue |
| Annex H: Health & Medical | Annex S: Transportation |
| Annex I: Emergency Public Information | Annex T: Donations Management |
| Annex J: Recovery | Annex U: Legal |
| Annex K: Public Works | Annex V: Terrorist Incident Response |


City Manager

ITEM NO. 7.2

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

Subject:

Discussion and possible action regarding the ratification of purchase for a 2023 Chevrolet 1500 Crew Cab for the Cemetery in the amount of \$38,179.86.

Requested By: Chris Eicher, Parks & Recreation Director

Submitted By: Chris Eicher, Parks & Recreation Director

Date Submitted: April 6, 2023

For the Agenda of: April 10, 2023

Procurement and Funding Statement:

The Cemetery budgeted \$35,000.00 in FY 22-23 for a new fleet vehicle. Item was funded out of GL# 10-511-5520

Attachments:

Summary Statement:

During FY 22/23 budget presentation, Council approved a new 2023 Single Cab Chevy Pickup for the Cemetery in the amount of \$35,000.00 from Hoffpauir Chevrolet to replace a 2000 model pickup. Staff was made aware of a 2023 Chevrolet 1500 Crew Cab in the amount of \$38,179.86 that became available, with authorization from the City Manager, staff purchased the crew cab instead of ordering the single cab truck. The crew cab provides more room for personnel and equipment. This item has been placed on the agenda to ratify the purchase that was completed in January 2023.

Recommendation:

To consider a motion to approve the ratification of purchase of a 2023 Chevrolet 1500 Crew Cab truck for the Cemetery in the amount of \$38,179.86.

COPY

Phone (512) 566-6285
Fax (512) 566-8914
Toll Free (800) 333-9256



JAN 25 2023 802 N. Key Avenue
Lampasas, Texas 76850

RETAIL PURCHASE AGREEMENT

Delivery Date: 1/30/2023
Deal Number: P13481
Date: 1/30/2023
County: LAMPASAS

Purchaser's Name: CITY OF LAMPASAS
Address: 312 EAST THIRD ST LAMPASAS, TX 76850

Home Telephone: _____ Work Telephone: 512-556-3664 E-mail: _____
Social Security #: _____ State: D.L. # _____ Issuing State: _____ Exp. Date: _____

The above information has been requested so that we may verify your identity. By signing below, you represent that you are at least 18 years of age and have authority to enter into this Agreement. The Odometer Reading for the Vehicle you are purchasing is accurate unless indicated otherwise. Please refer to the Odometer Mileage Statement for full disclosure.

YEAR: 2023 MAKE: Chevrolet MODEL: 1500 Crew Cab COLOR: White STOCK NO: _____
SALESPERSON: Kyle Lewis Wells
THE VEHICLE IS: NEW USED FROM USE (Check One) DEMONSTRATOR FACTORY EXECUTIVE/OFFICIAL RENTAL CERTIFIED

WARRANTY STATEMENT

MSRP	N/A
CASH PRICE OF VEHICLE	43,335.00
OPTIONAL ACCESSORIES	85.00
TOTAL SELLING PRICE	43,420.00
DISCOUNT	N/A
REBATE	5,800.00
LOYALTY ADVANTAGE AUTO CLUB	299.00
LESS TRADE-IN ALLOWANCE	N/A
SUBTOTAL	37,919.00
SALES TAX	N/A
DEALER'S INVENTORY TAX	70.86
DOCUMENTARY FEE*	150.00
STATE INSPECTION FEE	7.00
DEPUTY SERVICE FEE	N/A
LICENSE FEE	N/A
TITLE FEE	33.00
EXT. SERVICE AGREEMENT	N/A
TOTAL DUE	38,179.86
DEPOSIT/PARTIAL PAYMENT	N/A
UNPAID BALANCE DUE	38,179.86

TRADE-IN VEHICLE INFORMATION

Year: _____ Make: _____ Model: _____ Ltr: _____
Odometer Reading: _____
Balance Owed & Lienholder: _____

The Dealer's Inventory Tax charge is intended to reimburse the dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the Dealer to the county tax assessor-collector, is not a tax imposed on a consumer by the government, and is not required to be charged by the Dealer to the consumer.

* A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW.

UN CARGO DOCUMENTAL NO ES UN CARGO OFICIAL LA LEY NO EXIGE QUE SE IMPONGA UN CARGO DOCUMENTAL PERO ESTE PODRIA COBRARSE A LOS COMPRADORES POR EL MANEJO DE LA DOCUMENTACION EN RELACION CON LA VENTA UN CARGO DOCUMENTAL NO PUEDE EXCEDER UNA CANTIDAD RAZONABLE ACORDADA POR LAS PARTES. ESTA NOTIFICACION SE EXIGE POR LEY

LIEN TO

Name: _____
Address: _____
Contacted: _____ Lien Date: _____
By: _____ Mat. Date: _____

OTHER MATERIAL UNDERSTANDINGS AND INTEGRATED DOCUMENTS

IF BOX IS MARKED, PLEASE SEE ATTACHED DELIVERY CONFIRMATION
 IF BOX IS MARKED, PLEASE SEE ATTACHED SPOT DELIVERY AGREEMENT

DEPOSIT / PARTIAL PAYMENT: The sum of \$ N/A was received from you as a Deposit/Partial Payment. It is not refundable, except as set forth in this Agreement. In the case of a Deposit, we will refrain from selling the Vehicle for _____ days.

I have read and accept the terms and conditions of this Agreement, including those that appear on the reverse side, and hereby acknowledge that this Agreement is complete and accurately reflects the agreements between the Dealership and myself. I further acknowledge receipt of a copy of this Agreement. This Agreement is not binding upon Dealer until signed by an Authorized Dealership Representative. AS BUYER OF THE ABOVE DESCRIBED VEHICLE, I UNDERSTAND AND AGREE THAT THE SELLER MAY MAKE A PROFIT ON THE SALE OF THE VEHICLE ANY ADD-ON EQUIPMENT, INSURANCE PRODUCT, FINANCING, WARRANTY OR SERVICE CONTRACT, REPAIR, OR ANY OTHER PRODUCT OR SERVICE SOLD BY SELLER.

Purchaser: _____ Accepted by Authorized Dealership Representative: _____

GL # 10-51-5520

APPROVED: CE

P U R C H A S E O R D E R

CITY OF LAMPASAS



COPY

PURCHASE ORDER # 00104152

1 / 2 5 / 2 0 2 3

SHIP TO:

CITY OF LAMPASAS
312 EAST THIRD
LAMPASAS TX 76550-2840

ISSUED TO:

VEND #: 99-45820 REQ #00104152
JIM HOFFPAUIR INC
802 N KEY
LAMPASAS, TX 76550

UNITS	DESCRIPTION	G/L ACCOUNT	PROJECT	PRICE	AMOUNT
0.00	2023 CHEV 1500-CEMETERY 2023 CHEV 1500 CREW CAB FOR CEMETERY	10 -511-5520	VEHICLES -	0.00	38,179.86

*** TOTAL *** 38,179.86

ORDERED BY : VICKI TOWER

DEPARTMENT APPROVAL : CHRIS EICHER *CE*

CITY MANAGER APPROVAL : FINLEY deGRAFFENRIED *[Signature]*

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City ManagerITEM NO. 7.3

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

Subject:

Discussion and possible action regarding the first reading of an Ordinance to amend Chapter 82 Utilities, Article III Sanitary Sewer System, Division 5 Industrial Sewer Use.

Requested By: Finley deGraffenried, City Manager**Submitted By:** Finley deGraffenried, City Manager**Date Submitted:** April 5, 2023**For the Agenda of:** April 10, 2023**Procurement and Funding Statement:**

N/A

Attachments: N/A

Summary Statement:

This item has been placed on the regular agenda for Council consideration to approve the amendments to Chapter 82 Utilities, Article III Sanitary Sewer System, Division 5 Industrial Sewer Use as recommended by Jason Jones, Jones-Heroy and discussed during workshop.

Recommendation:

To consider a motion to approve the first reading of an Ordinance to amend Chapter 82 Utilities, Article III Sanitary Sewer System, Division 5 Industrial Sewer Use, Section 82-242 Specific Prohibitions, Section 82-247 Surcharge for certain wastes, other charges and fees and Section 82-261 Review and approval; preliminary treatment; required facilities.

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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 a Professional Services Agreement with M&S Engineering, LLC, as it relates to an Electrical Engineering and Design Proposal for Phase I of the Business Park Electrical System.

Requested By: Ryan Ward, ACM

Submitted By: Ryan Ward, ACM

Date Submitted: April 6, 2023

For the Agenda of: April 10, 2023

Procurement and Funding Statement:

81-510-5346 Engineering & Surveying \$100,000.00

Attachments: Short Form of Agreement Between Owner and Engineer for Professional Services; Exhibit A: Scope of Work; Lampasas Business Park Estimate

Summary Statement:

The Lampasas Economic Development Corporation has recently completed the construction of the Lampasas Business Park. All Business Park infrastructure was installed during construction, with the exception of the electrical system. Staff has done their due-diligence in coordinating the electrical needs for the Business Park with M&S Engineering, LLC, with the intent of providing power to future Lessees or Property Owners.

The proposal is inclusive of engineering and design for Phase I of the Electrical System at a cost of \$25,000. The system will be three (3) Phase 795 kV overhead (O/H), with 336 KV underground (URD). The system will be looped, north to south through the middle of the Business Park, connecting to US-183 and old CR 4006, as shown in the Lampasas Business Park Estimate. The above scope for Phase I is being designed as a means to serve multiple commercial/industrial lots and provide an overall master layout.

Recommendation:

To consider a motion to approve a Professional Services Agreement with M&S Engineering, LLC, as it relates to an Electrical Engineering and Design Proposal for Phase I of the Business Park Electrical System.



☎ 0 (830) 629-2988 | F (830) 885-2170
📍 376 LANDA ST., NEW BRAUNFELS, TX 78130
🌐 WWW.MSENGR.COM
📄 TXENG FIRM #F-1394 | TBPELS FIRM #10169800

April 5, 2023

Exhibit A: Scope of Work

Reference: Lampasas Business Park - Phase 1

Description

1. Lampasas Business Park is located at the intersection US 183 and CR 4006 in Lampasas, TX.
2. Scope includes Phase I design to serve multiple commercial/industrial lots and provide overall master layout.
3. Design Lampasas Public Utilities owned overhead and underground electrical infrastructure to serve multiple commercial/industrial lots within Phase 1, development services, and provide overall master layout.

Scope

Electrical Design (Lampasas Public Utilities)

1. Provide detailed plans for all electrical utility design work.
2. Ensure that all designs meet LPU's approval.
3. Provide completed designs in a timely and professional manner.
4. Coordinate with surveyors as needed.
5. Enter all designs into the LPU mapping, material, and work order systems.

Deliverables

One set of final sealed construction drawings and specifications upon completion.

Assumptions

Our proposal is based on the following:

1. Final approved civil designs will be provided by others (PDF and AutoCAD). Note that any changes to plans, equipment selections, or designs after submission of engineering plans will be considered an additional service and may incur additional cost.
2. All drawings provided to M&S will be provided in NAD 83 state plane Grid coordinates.
3. All M&S deliverable drawings and specifications will be provided in PDF format.
4. Free access to the site will be provided to M&S Staff.

Exclusions

1. M&S Engineering's proposal is exclusive of any federal, county, and city permits required for the project.
2. Engineering activities will be performed from our facilities in Spring Branch, TX. Local presence through the duration of this project will not be required.
3. Construction support and administration does not include inspections, if required.
4. Though the following services could be provided at an additional cost, it is our understanding that the following engineering services would not be provided as part of this base proposal:
 - a. Profile drawings will not be provided as part of the project scope.



5. Any service not specifically listed in the above scope of work is excluded from this proposal.
6. Offsite electrical upgrades not included in this proposal.
7. All construction and material procurement will be provided by others.

Our scope of work is based upon work being performed per E-520 2020 Short Form of Agreement Between Owner and Engineer for Professional Services.

END

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between **City of Lampasas** (Owner) and **M&S Engineering, LLC** (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as **Lampasas Business Park** (Project). Engineer's services under this Agreement (Services) are generally identified as **Electrical Engineering for Phase I**.

Owner and Engineer further agree as follows:

1.01 Services of Engineer

- A. Engineer shall provide or furnish the Services set forth in this Agreement, and any Additional Services authorized by Owner and consented to by Engineer.
- B. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.
- C. Engineer shall NOT provide, or cause to be provided, easements of any type and/or TxDOT permits.

2.01 Owner's Responsibilities

- A. Owner shall provide Engineer with existing Project-related information and data in Owner's possession and needed by Engineer for performance of Engineer's Services. Owner will advise the Engineer of Project-related information and data known to Owner but not in Owner's possession. Engineer may use and rely upon Owner-furnished information and data in performing its Services, subject to any express limitations applicable to the furnished items.
 - 1. Following Engineer's assessment of initially-available Project information and data, and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information and data as Additional Services.
- B. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance. Owner shall give prompt notice to Engineer whenever Owner observes or otherwise becomes aware of (1) any relevant, material defect or nonconformance in Engineer's Services, or (2) any development that affects the scope or time of performance of Engineer's Services.

3.01 Schedule for Rendering Services

- A. Engineer shall complete its Services within a reasonable period of time.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

4.01 Invoices and Payments

- A. Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.
- B. Payment: As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in this Paragraph 4.01, Invoices and Payments. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- C. Failure to Pay: If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; (2) in addition Engineer may, after giving 7 days' written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges, and in such case Owner waives any and all claims against Engineer for any such suspension; and (3) if any payment due Engineer remains unpaid after 90 days, Engineer may terminate the Agreement for cause pursuant to Paragraph 5.01.A.2.
- D. Reimbursable Expenses: Engineer is entitled to reimbursement of expenses only if so indicated in Paragraph 4.01.E or 4.01.F. If so entitled, and unless expressly specified otherwise, the amounts payable to Engineer for reimbursement of expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external expenses allocable to the Project, including Engineer's subcontractor and subconsultant charges, with the external expenses multiplied by a factor of 15%.
- E. Basis of Payment
 - 1. Lump Sum. Owner shall pay Engineer for Services as follows:
 - a. A Lump Sum amount of \$25,000. Half of which shall be received by Engineer prior to rendering services.
 - b. In addition to the Lump Sum amount, reimbursement of the following expenses: None.
 - c. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.

[End of Compensation for Services Options]

- F. Additional Services: For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services. Engineer's standard hourly rates are attached as Appendix 1.

5.01 Termination

- A. Termination for Cause

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 5.01.A.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 2. In addition to its termination rights in Paragraph 5.01.A.1, Engineer may terminate this Agreement for cause upon 7 days' written notice (a) if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional, (b) if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, (c) if payment due Engineer remains unpaid for 90 days, as set forth in Paragraph 4.01.C, or (d) as the result of the presence at the Site of undisclosed Constituents of Concern as set forth in Paragraph 6.01.I.
 3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.
- B. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.
- C. Payments Upon Termination: In the event of any termination under Paragraph 5.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement, and to reimbursement of expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of all deliverable documents, whether completed or under preparation, subject to the provisions of Paragraph 6.01.F, at Owner's sole risk.
1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the deliverable documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
 2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's subcontractors or subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Paragraph 4.01.F.

6.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions of probable construction cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Engineer.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Engineer grants to Owner a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the deliverable documents, and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific

purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and subconsultants;

3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer agree to transmit, and accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
 - H. Waiver of Damages; Limitation of Liability: To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.
 - I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
 - J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute will be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
 - K. This Agreement is to be governed by the laws of the state in which the Project is located.
 - L. Engineer's Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

7.01 Definitions

- A. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, subcontractors, and subconsultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 Successors, Assigns, and Beneficiaries

A. Successors and Assigns

- 1. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 8.01.A.2 the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
 - 2. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- B. Beneficiaries: Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

9.01 Total Agreement

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Attachments: Appendix 1, Engineer's Standard Hourly Rates

This Agreement's Effective Date is March 6, 2023.

Owner:

City of Lampasas

(name of organization)

By:

(authorized individual's signature)

Date:

(date signed)

Name: Ryan Ward

(typed or printed)

Title: Assistant City Mgr./Public Works Dir.

(typed or printed)

Address for giving notices:

312 East Third Street

Lampasas, Texas

76550

Designated Representative:

Name: Ryan Ward

(typed or printed)

Title: Assistant City Mgr./Public Works Dir.

(typed or printed)

Address:

312 East Third Street

Lampasas, Texas

76550

Phone: (512) 556-8315

Email: rward@cityoflampasas.com

Engineer:

M&S Engineering LLC

(name of organization)

By:

(authorized individual's signature)

Date:

2/17/2022

(date signed)

Name: Jim Ward

(typed or printed)

Title: Distribution

(typed or printed)

Address for giving notices:

6477 FM 311

Spring Branch, TX 78070

Designated Representative:

Name: Preston Havard

(typed or printed)

Title: Distribution Design

(typed or printed)

Address:

6477 FM 311

Spring Branch, TX 78070

Phone: 830-228-5446

Email: phavard@msengr.com

This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated **March 6, 2023**.

ENGINEER'S STANDARD HOURLY RATES

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraph 4.01 and are subject to annual review and adjustment.

B. Schedule of Hourly Rates:

The following rate schedule is in effect for the 2023 calendar year and will be reviewed annually for appropriate changes as may be required.

Labor Classification	Base Rate
Technician I	65.00
Technician II	70.00
Technician III	75.00
Technician IV	80.00
Project Technician I	85.00
Project Technician II	95.00
Project Technician III	100.00
Project Technician IV	105.00
Project Technician V	110.00
Senior Technician I	115.00
Senior Technician II	120.00
Senior Technician III	125.00
Senior Technician IV	130.00
Project Manager I	165.00
Project Manager II	175.00
Project Manager III	185.00
Project Manager IV	200.00
Project Manager V	215.00
Project Engineer I	150.00
Project Engineer II	160.00
Project Engineer III	165.00
Project Engineer IV	170.00
Project Engineer V	175.00
Administrative I	70.00
Administrative II	80.00
Administrative III	90.00

Labor Classification	Base Rate
Technical Specialist I	135.00
Technical Specialist II	145.00
Technical Specialist III	160.00
Technical Specialist IV	170.00
Graduate Engineer/SIT I	110.00
Graduate Engineer/SIT II	120.00
Graduate Engineer/SIT III	130.00
Graduate Engineer/SIT IV	140.00
CAD Operator I	75.00
CAD Operator II	85.00
Senior CAD Operator I	90.00
Senior CAD Operator II	100.00
Senior Engineer I/RPLS I	180.00
Senior Engineer II/RPLS II	185.00
Senior Engineer III/RPLS III	190.00
Senior Engineer IV/RPLS IV	195.00
Senior Engineer V/RPLS V	200.00
Principal Engineer I	210.00
Principal Engineer II	220.00
Principal Engineer III	225.00
1 Man Survey Crew	125.00
2 Man Survey Crew	175.00
3 Man Survey Crew	195.00
Software Level I	20.00
Software Level I	30.00

¹Includes AutoCAD, MicroStation, L-Pile, SAG10 and other common licensed software packages,

²Includes PLS-CADD, Bentley Systems, e-tap and other premium licensed software packages,

³ Rates are inclusive of all surveying equipment, including stakes, marking paints, and other consumable items required. Special request items such as T-posts, 36" Laths, concrete monuments, etc. will be billed on a cost plus 15% basis.

⁴Overtime Rates shall be 1.35 times the base rate.

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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 amending Ordinance 1148 of the Lampasas Code of Ordinances of the City of Lampasas, Texas, which adopted the 2006 City of Lampasas Personnel Policy Manual Section 5.00 Employee Compensation and Advancement, Subsection 5.12 Certification/Incentive Pay; Repealing Conflicting Ordinances and/or City Policies; Including a severability clause; and establishing an effective date.

Requested By: Becky Sims, City Secretary

Submitted By: Becky Sims, City Secretary

Date Submitted: April 5, 2023

For the Agenda of: April 10, 2023

Procurement and Funding Statement: N/A

Attachments: Ordinance

Summary Statement:

This item has been placed on the agenda to update the City of Lampasas Employee Personnel Policy by Ordinance, specific to Employee Compensation and Advancement, subsection Certification/Incentive Pay.

Recommendation:

To consider a motion to approve the first reading of an Ordinance to amend Section 5.00 Employee Compensation and Advancement, Subsection 5.12 Certification/Incentive Pay of the City of Lampasas Personnel Policy; Repealing Conflicting Ordinances and/or City Policies; Including a severability clause; and establishing an effective date.

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City Manager

ITEM NO. 7.6

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

Subject:

Discussion and possible action regarding the award of a quote to Trac-N-Trol for installation of SCADA programming equipment at the Hidden Oaks lift station in the amount of \$31,875.00.

Requested By: Van Sims, Water & Wastewater Operations Manager

Submitted By: Ryan Ward, Assistant City Manager

Date Submitted: March 30, 2023

For the Agenda of: April 10, 2023

Procurement and Funding Statement:

Trac-N-Trol is our current SCADA contractor that programs and supports the SCADA system for the City. This work is being done on a sole source basis as a professional service contract and is not practical or feasible to have multiple vendors program and support the SCADA system. Funding for this project will come from GL accounts 82-520-5416 and 82-580-5416 SCADA System Maintenance.

Attachments: Trac-N-Trol Quote

Summary Statement:

This item has been placed on the agenda for Council consideration and approval of the quote from Trac-N-Trol in the amount of \$31,875.00 to provide all labor, materials, and programming, for the installation of SCADA equipment at the Hidden Oaks lift station.

Recommendation:

Staff recommends Council approve the quote from Trac-N-Trol in the amount of \$31,875.00 for installation and programming of SCADA at Hidden Oaks lift station and authorize the City Manager to execute all related documents.



From: Ryan Wood
PO Box 5056
Georgetown, TX 78627
Phone: 512-930-5721
Fax: 512-869-7621
Email: rwood@tracntrol.com

Quotation

Date: March 21, 2023
To: Van Sims
City of Lampasas
312 E 3rd Street
Lampasas, TX 76550-2820
Sent via: Email
cc:

Project: Hidden Oaks Lift Station - SCADA

Scope of Work:

1. Labor, materials, and programming for the installation of SCADA equipment at the Hidden Oaks Lift Station and integration into the existing SCADA system.
2. Warranty – One year parts and labor
3. On and off-site technical support – 24/7 for the life of the system. Service fees may apply for non-warranty support.
4. Training as required.

Deliverables:

1. Furnish and install a SCADA RTU enclosure to include:
 - a. 24"x24"x10" Stainless enclosure
 - b. Allen Bradley Micro870 PLC with required expansion modules
 - c. Power Supply
 - d. 120VAC and Analog Surge Suppressors
 - e. Relays
 - f. Battery Back-up
 - g. Miscellaneous material as required.
 - h. Tosibox Cellular Modem/Radio with antenna
 - i. Following is provided with the Toxibox device:
 1. Provided with Tosibox 1GB data plan for each cellular modem, prepaid for 1 year.
 2. Hardware is on support and prepaid for 1 year.
 3. Tosibox support is a 36-month term paid yearly, with first year covered in quote.
 4. Tosibox is under manufacture warranty while on support.
 5. Tosibox support and data plans start when units ship from manufacturer.
 6. Yearly fee for Tosibox hardware, support, and data plan is \$710.00 for this device (Total of \$3,010.00 including WWTP, Spring Street, and Nix EST).
 - ii. Set-up and configuration of cellular devices and network.
2. Furnish and install conduit and wire as required.
3. Furnish and install a submersible level transducer.
4. PLC programming for the following functionality:

- a. RTU Power – Status
 - b. Pump No. 1 Running – Status
 - c. Pump No. 2 Running – Status
 - d. Pumps Off Float – Status
 - e. Lead Pump Float – Status
 - f. Lag Pump Float – Status
 - g. High Level Alarm Float – Status
 - h. Wet Well Level – Level
5. HMI programming for graphical display, monitoring, trending, and alarming if site functionality based on the above I/O points.

Exclusions and Assumptions:

- 1. Local and state sales taxes are excluded from quoted pricing.
- 2. Performance and payment bonds are excluded from quoted pricing.
- 3. Installation of field instrumentation other than equipment specified will be invoiced on a cost-plus basis.
- 4. This proposal assumes that equipment can be temporarily removed from service while improvements are implemented.
- 5. This proposal assumes that all existing equipment is operational and fully functional and that only the items listed above under “Deliverables” are to be provided and installed.
- 6. Cellular communication from the site is based on approval of the previous quote to install a cellular router at the WWTP.
- 7. 120VAC power is assumed to be available for RTU power.
- 8. Termination points for RTU monitoring of pumps and floats are assumed to be available in the Pump Control Panel.

Terms:

- 1. Invoices are due Net 30 days from date of invoice. Balances paid after due date are subject to a 1.5% charge.
- 2. Mobilization and equipment will be invoiced at 50% of contract amount upon acceptance of quotation. Freight is prepaid and included in quoted pricing.
- 3. Balance of contract will be paid monthly based on percentage of project completed each 30 days.
- 4. Pricing is valid for 30 days from date of quotation.
- 5. System is quoted for completion within 90 days of approval.

Quotation:

Item	Quoted Pricing
City of Lampasas Hidden Oaks Lift Station: SCADA	\$31,875.00

Respectfully submitted:

Ryan Wood

Ryan Wood, TraC-n-trol, Inc.

Accepted & Date

Lampasas, City of

Date

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City Manager

ITEM NO. 7.7

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

Subject:

Discussion and Possible Action regarding acceptance of the Fiscal Year 2021-2022 Audit Report.

Requested By: Yvonne Moreno, Finance Director

Submitted By: Yvonne Moreno, Finance Director

Date Submitted: March 31, 2023

For the Agenda of: April 10, 2023

Procurement and Funding Statement:

The audit was procured as a Professional Service and approved by City Council as part of the operating budget.

Attachments:

Summary Statement:

The Audit Committee met the auditors from Singleton, Clark, and Company on March 30, 2023 and reviewed the audit for Fiscal Year 2021-2022. The Committee will report to Council under this agenda item and seek a motion to accept or acknowledge the Audit. Council may also take the opportunity to request additional information or clarification.

Recommendation:

After review, consideration of a motion to accept the Fiscal Year 2021-2022 City of Lampasas Audit.

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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: April 3, 2023

For the Agenda of: April 10, 2023

Procurement and Funding Statement:

N/A

Attachments: March 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 March, we received one entry.

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

Monica Burton

Centraltexasranches@yahoo.com

“My Daughter” was taken at the Sculpture Garden in Lampasas, TX.




City ManagerITEM NO. 7.9

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

Subject:

Discussion and possible action regarding joint statement issued by the City of Lampasas and Lampasas County regarding the US 281 Relief Route.

Requested By: Finley deGraffenried, City Manager

Submitted By: Finley deGraffenried, City Manager

Date Submitted: April 5, 2023

For the Agenda of: April 10, 2023

Procurement and Funding Statement:

N/A

Attachments:

Summary Statement:

On February 13, 2023, Council appointed members to a City/County sub-committee to further investigate and make recommendations related to a TXDOT feasibility study to address safety and congestion by means of a relief route. The attached statement represents the summary work product of the committee. The statement outlines the recommendations of the committee. The County Commissioners will consider approving the statement Monday morning at the County Commissioner's Meeting with Council consideration at the City Council Meeting at 6:00 pm. The statement suggests a relief route is not needed at this time; however, TXDOT should continue with a study to include alternatives and impact to the local economy

Recommendation:

To consider a motion to approve the joint statement issued by the City of Lampasas and Lampasas County regarding the US 281 Relief Route.

STATEMENT
Issued by
Lamparas City Council
Lamparas County Commissioner's Court
Regarding
US 281 Relief Route
April 10, 2023

- US 281 is a heavily traveled north-south roadway listed on the National Highway System and Texas Department of Transportation Freight Network. US 281 is relied upon daily by local travelers, trucking industries and as an alternative to traveling I-35. US 281 is the longest continuous three-digit United States Highway route, spanning 1,875 miles from the Texas Rio Grande Valley northward to the Canadian border.
- In October of 2019, TxDOT requested support from Local Officials to conduct a feasibility study for managing future traffic demands along the US 183, US 281, and US 190 corridors in Lamparas. The proposed study would include investigating the need for a relief route around Lamparas, however; as noted in correspondence from TxDOT, conducting the Study did not mean a relief route would be constructed.
- The feasibility study by TxDOT involved input from the public. Information was collected by several public forums and online submissions.
- A significant number of Lamparas City and County residents have expressed opposition to a relief route being constructed around the City of Lamparas and have approached the Lamparas City Council and Lamparas Commissioner's Court requesting action by the elected officials including ceasing any further consideration or planning related to the need for a relief route.
- The Lamparas City Council and Lamparas Commissioner's Court assembled a subcommittee each to respectfully hear the concerns of those in opposition of the relief route as well as those in support of the relief route.
- The following are the findings of the subcommittee.

From the Opposition:

- Over 1,400 individuals signed a petition in opposition to the relief route. In review of the petition, it is noted that many of these individuals do not reside in Lamparas or Lamparas County.
- Business owners located along Key Avenue and the Downtown area expressed concerns of loss of business if a relief route was constructed. Loss of business could also result in loss of tax revenue for the City.
- Land owners could lose valuable farm and ranch land and/or family heritage land through Eminent Domain.
- A relief route could possibly impact wildlife.

From the Supporters:

- Reduce traffic congestion and truck through traffic on Key Avenue.
 - Provide economic growth and development along the relief route corridor.
 - Improve safety along the highways.
- Based on the findings, suggestions and recommendations, the subcommittee is recommending the Lampasas City Council and Lampasas Commissioner’s Court adopt the following statement:

Understanding that elected officials should be engaged in the long term vision and future planning of our Community, we, the Lampasas City Council and Lampasas Commissioner’s Court, do not believe a relief route is needed at this time, however we do believe TxDOT should proceed with the feasibility study including assessment of all alternatives to improve traffic conditions, safety and congestion; and assessment and study of any economic and business impacts from a relief route We further recommend, that TxDOT specifically study the following alternatives to a relief route:

1. The effect of the improvements to widen US 281 south of the City of Lampasas from US 183/US 190 to the county line.
2. A study of “smart” lights along Key Avenue to eliminate unnecessary wait time at traffic lights and allow smoother flow of traffic.
3. A study of eliminating unnecessary traffic lights along Key Avenue.
4. A study of an overpass at the intersection of US 183 and US 281 north of Lampasas to allow northbound traffic on US 183 to continue unimpeded.

For the City of Lampasas:

T.J. Monroe, Mayor

Attest

For the County of Lampasas:

Randall J. Hoyer, Judge

Attest

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