

**NOTICE OF REGULAR MEETING OF THE GOVERNING BODY
OF THE CITY OF LAMPASAS, TEXAS
CALVERT MUNICIPAL BUILDING
CITY COUNCIL CHAMBERS
302 E THIRD STREET
Monday, August 14, 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, August 14, 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
5:30 p.m.**

1. Call to order Workshop Session
2. Discussion regarding City Mural Sign Regulations. *(pgs. 7-8)*
3. Discussion and Recap regarding the Recent Transmission Main Break and Current Drought and Conservation Stages. *(pgs. 9-10)*
4. Discussion regarding FY 2023/2024 Budget Status and Modifications. *(pgs. 11-12)*
5. Discussion regarding Right of Way Use Permit Process and associated fees. *(pgs. 13-24)*
6. Discussion regarding Pool Season. *(pgs. 25-26)*
7. Discussion regarding Solar Eclipse Event. *(pgs. 27-28)*
8. Discussion regarding any item on the regular agenda
9. Adjourn Workshop Session

REGULAR SESSION

ANNOUNCEMENTS

- A. Call to Order
- B. Invocation and Pledge of Allegiance
- C. Presentations and Proclamations

	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 a request to amend Chapter 66 Streets, Sidewalks and other Places, Article IV. Excavation, adding Section 66-129 Temporary Use of Right-Of-Way for Construction, Excavation, or Facility Installation and associated fees.	29-30
1.4	Public hearing to receive citizen comments to consider a Preliminary Plat for the Moore Subdivision, 5.556 acres, a subdivision out of the L.H.W Johnson Survey, A-419 Lampasas Texas, Lampasas County.	31-34
1.5	Public hearing to receive citizen comments to consider a Final Plat for the Moore Subdivision, 5.556 acres, a subdivision out of the L.H.W Johnson Survey, A-419 Lampasas Texas, Lampasas County.	35-36
1.6	Public hearing to receive citizen comments to consider a request to amend the City of Lampasas Zoning Ordinance by amending the following Business Park Zoning Districts: Section 30 A – Business Park Zone 1 –Low Intensity – “BPZ1” Section 30 B – Business Park Zone 2 – Medium Intensity- “BPZ2” Section 30 C – Business Park Zone 3 – High Intensity – “BPZ3”	37-54
1.7	Public hearing to receive citizen comments to consider a request to rezone property being 151.64 acres out of the Daniel Stanley Survey, Abstract 0631, more specifically being the Lampasas Economic Development Corporation Business Park located on South U.S. Highway 183 from an area zoned Agricultural “AG” to Business Park Zone 1 “BPZ1”, Business Park Zone 2 “BPZ2” and Business Park Zone 3 “BPZ3”	55-56
1.8	Public hearing to receive citizen comments regarding Voluntary Annexation of 12.74 acres of land out of the James Easley Survey, ABST No. 185, Lampasas County, Texas and being a part of that tract described in a Special Warranty Deed to the David and Karen Love Living Trust dated November 12, 2018 and recorded in Volume 550, page 125 of the Deed Records of Lampasas County	57-70

2.0	MINUTES	PAGES
2.1	Discussion and possible action concerning approval of minutes of the Regular Meeting held on July 24, 2023.	71-82
2.2	Discussion and possible action concerning the approval of minutes of the Special Called Meeting held on August 7, 2023.	83-86

3.0	CONSENT AGENDA	PAGES
3.1	Discussion and possible action regarding purchases and charges in excess of \$4,000 from July 1, 2023-July 31, 2023	87-92
3.2	Discussion and possible action regarding the June 2023 Investment Report.	93-114

4.0	BOARDS/DEPARTMENT REPORTS	PAGES
5.0	ROUTINE MATTERS	PAGES
5.1	CITY MANAGER'S OPERATIONAL REPORT <ul style="list-style-type: none"> • HAMILTON EMS • EXECUTIME • HOTDA • HOSTESS HOUSE • NATIONAL NIGHT OUT • CALVERT BUILDING • BOARD APPOINTMENTS 	115-120
5.2	MAYOR'S COMMENTS	N/A
6.0	UNFINISHED BUSINESS	N/A
7.0	NEW BUSINESS	PAGES
7.1	Discussion and selection of website photo contest.	121-130
7.2	Discussion and possible action to approve the first reading of an Ordinance to amend Chapter 66 Streets, Sidewalks and other Places, Article IV. Excavation, adding Section 66-129 Temporary Use of Right-Of-Way for Construction, Excavation, or Facility Installation and Ordinance to amend Appendix A Fee Schedule for Section 66 Streets adding Rates and Fees for Temporary Use of Right of Way as defined.	131-132
7.3	Discussion and possible action to consider approval of the Preliminary Plat Moore Subdivision, 5.556 acres, a subdivision out of the L.H.W Johnson Survey, A-419 Lampasas Texas, Lampasas County.	133-134
7.4	Discussion and possible action to consider approval of the Final Plat for the Moore Subdivision, 5.556 acres, a subdivision out of the L.H.W Johnson Survey, A-419 Lampasas Texas, Lampasas County.	135-136
7.5	Discussion and possible action to consider approval to amend the City of Lampasas Zoning Ordinance by amending the following Business Park Zoning Districts: Section 30 A – Business Park Zone 1 –Low Intensity - “BPZ1” Section 30 B – Business Park Zone 2 – Medium Intensity- “BPZ2” Section 30 C – Business Park Zone 3 – High Intensity - “BPZ3”	137-144
7.6	Discussion and possible action to consider approval to consider a request to rezone property being 151.64 acres out of the Daniel Stanley Survey, Abstract 0631, more specifically being the Lampasas Economic Development Corporation Business Park located on South U.S. Highway 183 from an area zoned Agricultural “AG” to Business Park Zone 1 “BPZ1”, Business Park Zone 2 “BPZ2” and Business Park Zone 3 “BPZ3”	145-148

7.7	Discussion and possible action regarding the first & final reading of an Ordinance to approve Voluntary Annexation request from Ron Kuker for 12.74 acres of land out of the James Easley Survey, ABST No. 185, Lampasas County, Texas and being a part of that tract described in a Special Warranty Deed to the David and Karen Love Living Trust dated November 12, 2018 and recorded in Volume 550, page 125 of the Deed Records of Lampasas County.	149-152
7.8	Discussion and possible action regarding the approval of pole attachment agreement by and between Fiberlight, LLC and the City of Lampasas for use and attachment to City's utility poles.	153-178
7.9	Discussion and possible action regarding the creation of a mural at Hester's Book Store located at 516 E 4 TH Street.	179-182
7.10	Discussion and possible action regarding the proposed tax rate for the City of Lampasas upon all property subject to taxation within the City of Lampasas, Texas for the 2023 Tax Year for the use and support of the Municipal Government of the City of Lampasas for the Fiscal Year beginning October 1, 2023 and ending September 30, 2024; apportioning said levy amount the various funds and items for which revenue must be raised including providing a sinking fund for the retirement of the bonded debt of the City.	183-194
7.11	Discussion and possible action concerning the scheduling of one public hearing regarding the proposed tax rate upon all property subject to taxation within the City of Lampasas, Texas for the 2023 Tax Year for the use and support of the Municipal Government of the City of Lampasas for the Fiscal Year beginning October 1, 2023 and ending September 30, 2024; apportioning said levy among various funds and items for which revenue must be raised including providing a sinking fund for the retirement of the bonded debt of the City.	195-196
7.12	Discussion and possible action regarding approval of the Investment and Strategy Policy Resolution.	197-206

Adjourn into Executive Session

EXECUTIVE SESSION

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

8.0	
8.1	Section 551.086 (Relating to the authority of public power utility governing bodies to deliberate regarding competitive matters) – Utilities
8.2	Adjourn executive session and reconvene Regular Session

REGULAR SESSION

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

Adjourn

I, Becky Sims, City Secretary of the City of Lampasas, Texas, do hereby certify that this Notice of Meeting was posted on the bulletin board/front window of City Hall, 312 East Third Street, Lampasas, Texas, at a place readily accessible to the general public at all times, on the 11 day of August 2023 at 2:15.



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 regarding City Mural Sign Regulations.

Requested By: Libby Bluntzer, Vision Lampasas

Submitted By: Becky Sims, City Secretary

Date Submitted: August 10, 2023

For the Agenda of: August 14, 2023

Procurement and Funding Statement:

N/A

Attachments:

Summary Statement:

This item has been placed on the agenda to discuss the City Mural Sign Regulations. Mrs. Bluntzer, on behalf of Vision Lampasas would like to comment on the current regulations and provide input regarding further participation in mural projects by other entities.

Recommendation:

Discussion Only

Mural (also "wall art") A work of art applied directly to a building's wall surface where forms and/or

figures and/or land or cityscapes are the dominant elements. Murals are intended for viewing and enjoyment by the public, and shall not be intended for commercial (i.e., "for profit") purpose or advertising unless such intent is specifically approved by city council.

(1) Maximum height: Height of wall surface.

(2) Maximum size/area: Area of wall surface.

(3) Zoning permitted: In all nonresidential zoning districts with city council approval.

(4) Placement/setbacks: On the vertical face only of a building; must be professionally applied by an experienced mural-painting artisan(s) using paints that will weather well and remain vivid, legible and attractive for at least five years following application.

(5) Maximum number: Limited to one per building, or one per street frontage for a corner or through lot/property.

(6) Duration: No limit.

(7) Permit required? No permit is required; however, approval must be granted by City Council

(8) In Downtown Historic District: Allowed as above, but only by approval of city council.


City ManagerITEM NO. WORKSHOP-3

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

Subject:

Discussion and recap regarding the recent transmission main break and current drought and conservation stages.

Requested By: Finley deGraffenried, City Manager

Submitted By: Finley deGraffenried, City Manager

Date Submitted: August 10, 2023

For the Agenda of: August 14, 2023

Procurement and Funding Statement:

N/A

Attachments:

Summary Statement:

This item has been placed on the workshop agenda to debrief on the main break and to discuss current drought issues, conservation stages and expectations moving forward.

Recommendation:

Discussion Only

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City Manager

ITEM NO. WORKSHOP-4

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

Subject:

Discussion regarding FY 2023/2024 Budget Status and Modifications.

Requested By: Finley deGraffenried, City Manager

Submitted By: Finley deGraffenried, City Manager

Date Submitted: August 10, 2023

For the Agenda of: August 14, 2023

Procurement and Funding Statement:

N/A

Attachments:

Summary Statement:

Staff will present, for Council input and direction, modifications to the draft FY 2024 Budget.

Recommendation:

Discussion Only

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City ManagerITEM NO. WORKSHOP-5

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

Subject:

Discussion regarding Right of Way Use Permit Process and associated fees.

Requested By: Ryan Ward, ACM

Submitted By: Ryan Ward, ACM

Date Submitted: August 10, 2023

For the Agenda of: August 14, 2023

Procurement and Funding Statement:

N/A

Attachments:

Summary Statement:

This item has been placed on the workshop agenda to discuss how the need for notification of contractors working within the City right-of-way (ROW) has become apparent as growth continues. The goal of this permit will be to gather all required information as it relates to liability, safety and infrastructure improvements, as well as the impact to the traveling public. The basis of this permit is to allow staff knowledge of when and where work is being done throughout the City and to ensure coordination happens, to minimize conflict in the ROW.

This permit is intended to be used by all contractors, when access to the City ROW is needed to complete a project, with few exceptions. The Manual of Uniformed Traffic Control Devices (MUTCD) mandates that should work be done alongside or within the ROW of any street, that the appropriate signage and devices are required to be used, ensuring safety of the construction workers, as well as the traveling public. This Traffic Control Plan (TCP) requires review from staff, to ensure the correct plan is in place, based on the proposed Work Zone.

Proposed ROW Use Permit fee is \$150.00. This fee is directly related to administration and plan review by staff.

Recommendation:

Discussion Only

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LAMPASAS CODE OF ORDINANCES AMENDING CHAPTER 66 STREETS, SIDEWALKS AND OTHER PUBLIC PLACES ARTICLE IV. EXCAVATIONS ADDING SEC. 66-129 TEMPORARY USE OF RIGHT-OF-WAY FOR CONSTRUCTION, EXCAVATION, OR FACILITY INSTALLATION, REPEALING ANY INCONSISTENT PROVISIONS; PROVIDING FOR SEVERABILITY CLAUSE; REPEALER 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; and

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 understands the importance of protecting City infrastructure, roadways and utility easements and right of ways; 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 66, Streets, Sidewalks, and Other Public Places, Article IV. Excavations adding Sec. 66-129 Temporary Use of Right of Way for Construction, Excavation, or Facility Installation, of the Code of Ordinances, City of Lampasas, is hereby amended as follows:

Sec. 66-129 Temporary Use of Right of Way for Construction, Excavation, or Facility Installation

(A) PERMIT REQUIRED.

Unless a person obtains a right-of-way use permit from the director, a person may not:

- (1) block, direct, impede, or reroute pedestrian and vehicular traffic on or abutting a right-of-way; or
- (2) place a barricade or other traffic control device in a right-of-way.

(B) APPLICATION REQUIRED.

- 1) To obtain a right-of-way use permit or a renewal or extension of a right-of-way use permit, a person must make application to the director on the **City of Lampasas Website** form not later than the **tenth** city business day before the person intends to use the right-of-way.
- 2) The director may accept an application after the deadline established in Subsection (1) due to an emergency as determined by the director.
- 3) In an application, an applicant must:

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- a. be the legal identity of the entity or individual who is the applicant for the permit to be issued;
 - b. state the reason that use of the public right-of-way is necessary; and
 - c. demonstrate that the applicant's proposed use of the right-of-way is the minimum necessary to perform the proposed activity on or abutting a right-of-way.
- 4) In an application, an applicant must agree to:
 - a. comply with permit conditions; and
 - b. accept service of a written notice of violation presented to the applicant, site manager, site supervisor, project superintendent, or prime contractor by a City official.
 - 5) If a right-of-way use permit is necessary to perform work under a building permit, demolition permit, driveway approach permit, or other City permit, an application for the right-of-way use permit must accompany an application for the building, demolition, driveway approach, or other City permit.
 - 6) An application submitted must be accompanied by a nonrefundable permit fee in the amount of \$150.00 established by separate ordinance.

(C) ACTION BY THE DIRECTOR.

- (1) Not later than the fifth City business day after receiving an application, the director shall:
 - (a) approve the application and issue the permit;
 - (b) request additional information from the applicant; or
 - (c) deny the permit.
- (2) If the director requests that an applicant provide additional information, the director shall approve or deny the permit not later than the second City business day after receiving the requested information.
- (3) In reviewing an application, the director shall consider:
 - (a) the reasonableness of the amount of right-of-way requested to be occupied given the extent and type of construction to be performed;
 - (b) the period of time that the applicant requests to occupy the right-of-way;
 - (c) the safety of pedestrian and vehicle traffic in and adjacent to the right-of-way the applicant requests to occupy; and
 - (d) traffic congestion and vehicle parking requirements in the vicinity of the location specified in the application.
- (4) The director will not approve an application for a right-of-way use permit if the applicant fails to demonstrate that the applicant will provide adequate protection of pedestrian and vehicle traffic at the location for which the right-of-way use permit is requested.
- (5) The director may deny an application if:
 - (a) a traffic control procedures or devices proposed in the application does not comply with the requirements of the Manual on Uniform Traffic Control Devices;

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- (b) the director determines that it is unnecessary to impede traffic or to block or close a street to perform the activity proposed in the application;
 - (c) the activity proposed by the applicant or the manner in which the applicant proposes to perform the activity will violate a City requirement or a State law;
 - (d) the applicant fails to furnish information required by this article within the prescribed time period, unless the director determines that the applicant has shown good cause for the failure;
 - (e) the applicant misrepresents or falsifies information in the application;
 - (f) the location on which the proposed activity is to occur is reserved for other activity and the director determines that the projects cannot be conducted simultaneously; or
 - (g) the activity proposed in the application will cause a safety hazard or unreasonable traffic congestion.
- (6) An application is automatically denied if an applicant does not provide additional information on or before the 30th calendar day after the request is made.

(D) PERMIT CONDITIONS.

As a condition of permit issuance, the director may:

- (1) require the use of an additional traffic control or safety device; beyond those proposed by the applicant;
- (2) require that an activity be performed only during a certain time of day or on a certain day of the week;
- (3) limit the area or number of traffic lanes that a permittee may block or close at one time or at a certain time of the day;
- (4) prohibit the placement of material and equipment in a specific area, e.g., a traffic lane or portion of the right-of-way;
- (5) unless an emergency condition exists, require that a permittee coordinate the detouring of traffic with the director before the permittee implements a detour; or
- (6) impose another condition the director considers necessary.

(E) PERMIT FEE.

- (1) The director may not issue a permit under this division until the applicant pays the permit fee in the amount of \$150.00 established by a separate ordinance.

(F) PERMIT TERM.

A permit issued under this division will be effective for a maximum of 180 calendar days. The expiration date of the permit shall be stated on the permit.

(G) TRAFFIC CONTROL DEVICES.

- (1) The permittee must comply with the procedures for erecting and maintaining a traffic control and warning device required by the Texas Manual on Uniform Traffic Control Devices.
- (2) The director may approve the use of a traffic control or warning device that differs from the device required by the Texas Manual on Uniform Traffic Control Devices on a determination by the director that the alternative equipment is as effective as the equipment required by the Texas Manual on Uniform Traffic Control Devices.
- (3) When necessary, the City will install a regulatory sign required by the Texas Manual on Uniform Traffic Control Devices, or the director.

(H) RESTORATION OF WORK SITE.

- (1) After completing an activity that requires a permit under this division, the permittee shall restore the right-of-way to its original condition; within 48 hours of completion of the permitted activity.
- (2) If the director revokes a permit issued under this division, the permittee shall restore the right-of-way to its original condition not later than 24 hours after the revocation.
- (3) If the director determines that a permittee has not complied with Subsection (1) or (2), the City may restore the area of activity to its original condition at the permit holder's expense including, if applicable, the cost of labor, material, overhead, equipment rental, and attorney's fees.
- (4) If the City is required to restore an area following a permittee's failure to do so, as stated in subsection (1) above, then the City may take any and all actions necessary to collect the costs incurred by the City for such restoration activities from the permittee, and the permittee shall not be eligible to apply for or receive any additional permits, of any type, from the City in the future.

(I) DEFINITIONS.

In this Article:

- (1) **APPLICANT** means an owner or authorized agent of an owner, who submits an application for a permit under this division.
- (2) **AS-BUILT DRAWING** means a drawing or plan that shows the horizontal and vertical alignment, facility dimensions, type of encasement, and any other information determined by the director to help identify and protect the facility installed in the right-of-way.
- (3) **CITY BUSINESS DAY** means a day on which city offices conduct business.
- (4) **DAMAGES** mean actual damages, whether direct or indirect, to the surface or subsurface of the right-of-way or adjacent area.
- (5) **DEPARTMENT** means the department designated by the City Manager.
- (6) **DIRECTOR** – staff member designated by the City Manager
- (7) **EMERGENCY OPERATIONS** mean operations or repairs of facilities to prevent imminent harm to the health, safety, or welfare of persons or property.
- (8) **EXCAVATION** means an activity that removes or otherwise disturbs soil, pavement, driveways, curbs, or sidewalks in the right-of-way. Excavation does not include routine homeowner maintenance and landscaping activity immediately adjacent to the homeowner's property line, unless the activity removes or disturbs the paved portion of the right-of-way.

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- (9) EXCAVATION SEQUENCE means a document describing the order, estimated start and completion dates of all excavation projects approved during a six-month period.
 - (10) FACILITY means property or equipment permanently located in the right-of-way except equipment related to landscaping activity.
 - (11) INSTALLATION means the placement or construction of a facility on-site, whether the placement of construction is on, below, or above the surface of the right-of-way, for a term longer than 180 days, and includes replacement or modification of the facility.
 - (12) NEW STREET means the paved portion of the right-of-way that:
 - (a) has been constructed or reconstructed:
 - (i) for at least 300 feet with a minimum of one and a half inches of asphaltic pavement overlay or from joint to joint for concrete pavement;
 - (ii) during the preceding seven years for a collector or arterial street; or
 - (iii) during the preceding five years for a residential street or alley; or
 - (13) OWNER means a person or entity, other than the City, who owns or controls a facility in a right-of-way.
 - (14) PERMIT means a permit issued under this division to excavate or to install facilities in the City's right-of-ways.
 - (15) PERMIT HOLDER means a person who receives a permit under this division and that person's agent.
 - (16) PROJECT DESCRIPTION means a document listing the proposed excavation route, the estimated length, width, and depth of the facilities installed along that route, and the projected date that the applicant will begin excavation on a project.
 - (17) RESIDENTIAL STREET means a public street classified by the director as "local streets-general," "local streets-loop," and "collector-residential."
 - (18) RIGHT-OF-WAY means the total surface area, and the area above and below the surface, between property lines that is dedicated, deeded, reserved by plat or otherwise owned or controlled by the City as a public roadway, highway, street, public sidewalk, alley, waterway, or utility easement in which the municipality has an interest.
 - (19) RIGHT-OF-WAY ASSIGNMENT means a specific portion of right-of-way designated by the director for the placement of a facility.
 - (19) ROUTINE WORK means an excavation project of 300 linear feet or less.

(J) PERMIT AMENDMENT, SUSPENSION, OR REVOCATION.

- (1) A permit is subject to amendment, suspension, or revocation by the director for a violation of federal, state, or local law or if the permit holder does not meet the requirements under this Article.
- (2) In addition to the grounds described in subsection (1) above, the director may also suspend or revoke a permit if:
 - (a) Owner or permit holder fails to maintain correct and current information with the director regarding the identity, authority, and contact information or the plans, specifications, and as-built drawings of facilities installed in the right-of-way;
 - (b) Owner or permit holder provides false or misleading information to the director or any officer, employee, or contractor of the City;

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- (c) Owner or permit holder threatens, takes step to/ or files bankruptcy, is insolvent, or fails to meet financial obligations on a timely basis, or is unable to obtain or maintain the financial resources needed to properly maintain facilities or provide adequate service;
 - (d) Owner or permit holder fails to provide the director regular reports;
 - (e) Owner or permit holder engages in fraudulent, unfair, misleading, deceptive, or anti-competitive practices or unlawful discrimination;
 - (f) Owner or permit holder shows a pattern of not responding to inquiries by the director or citizen complaints in a timely fashion;
 - (g) A federal, state, or local registration, certification, or license of owner or permit holder is suspended; or
 - (h) Owner or permit holder is charged, indicted or convicted of a crime or felony, specifically including, but not limited to or any crime involving theft, fraud, or deceit related to the permit holder's service.

(K) NO WARRANTY OF TITLE; PROPERTY CLAIMS.

- (1) The City disclaims any warranty, title, or use of the right-of-ways for any particular purposes. This includes any warranty that the City's title to public right-of-way is free and clear of any impairment or superior claim that may prohibit a permit holder from undertaking any activity for which a permit is issued. The City will not undertake an action to clear title of right-of-ways on behalf of a permit holder necessary for the permit holder to undertake any permitted activity in the right-of-ways.
- (2) If a permit or application for a permit is challenged by a person, other than the City of Lampasas, claiming a superior right to the public right-of-way or claiming the activity conflicts with that person's property interests, the applicant or permit holder will be held entirely responsible, to the exclusion of any responsibility of the City and without contribution from the City, for defending against the claim until final resolution of the claim. If an applicant or permit holder receives notice of a claim, the applicant or permit holder shall cease all activity related to the permit and notify the City of the claim within 24 hours of receiving the claim. During the pendency of a claim and for as long as the claim remains unresolved, permitted activity or any activity for which a permit has been submitted but not granted is suspended.
- (3) A permit holder or applicant for a permit may not assert or imply in any response to a claim described by subsection (B) above that:
 - (a) the City claims a superior right, title, or interest to that claimed by the person;
 - (b) a permit issued by the City is an easement or other possessory interest in real property; or
 - (c) a permit from the City entitles the permit holder to rights in the right-of-way that are superior to the rights claimed by the person.
- (4) A permit granted under this division is terminable at the director's sole discretion if the permit holder violates one or more of the conditions in subsection (3) above.
- (5) The area on, above, or below a utility easement or waterway is not public right-of-way that may be used for facility installation, or for which a permit may be requested for such installation, unless the terms by which the utility easement or waterway was acquired by the City or granted, deeded, or dedicated to the City expressly state that the rights granted to the City include the right to use the waterway or utility easement for the purpose, in the manner, and to the extent of the proposed activity.

(6) A person claiming a right to use a public utility easement may not use that part of public right-of-way deeded, dedicated, reserved by plat, or restricted as a public utility easement unless the person is defined by state or federal law as a public utility and the person's use of the public utility easement is exclusively for the provision of public utilities such as water, sewer, power, or gas. The director is not authorized to issue a permit or an exemption from permitting for an activity that uses or occupies a public utility easement unless the requested permit is for use by a public utility to provide public utility services.

(J) ENFORCEMENT -OFFENSES AND PENALTIES.

- (1) A person commits an offense if the person:
 - (a) performs an activity in the public right-of-way prohibited by this chapter;
 - (b) performs an activity for which a permit is required under this chapter without first obtaining a permit;
 - (c) performs an activity in a right-of-way in violation of a permit issued under this chapter; or
 - (d) performs an activity in a right-of-way after a permit has been suspended or revoked.
- (2) An owner commits an offense if the owner fails to:
 - (a) provide the director with the information required by this chapter
- (3) A person commits an offense if the person, without lawful authority, alters, damages, removes, or otherwise interferes with an official traffic-control device, including a temporary traffic-control device installed according to a permit issued under this chapter;
- (4) A person commits an offense if the person, without lawful authority, damages, disables, or otherwise interferes with the traffic signal system or a component of the traffic signal system, to include a traffic light, control box, detector, or communication or power cable.
- (5) An offense under this chapter is a Class C misdemeanor punishable by a fine not to exceed \$500. However, an offense under this chapter that breaches or endangers the integrity of a water line, waste water line, or other public utility or a traffic control device or traffic signal is a threat to public health and sanitation and is punishable by a fine not to exceed \$2,000.
- (6) Each instance of a violation of this chapter is a separate offense.
- (7) A person commits an offense once in every 24-hour period that a violation of this chapter exists.
- (8) A culpable mental state is not required for commission of an offense under this chapter.

(K) CIVIL ENFORCEMENT.

- (1) The director shall provide written notice of a violation of this chapter to a permit holder.
- (2) A permit holder shall have one city business day to remedy the violation unless the violation creates an imminent danger to health or safety.
- (3) A permit holder shall remedy a violation that creates an imminent danger to health or safety not later than one hour after receiving notice.
- (4) A person who violates this chapter is not eligible to receive another permit under this chapter until the violation is cured.
- (5) The director may suspend or revoke a permit if:
 - (a) the permit holder fails to correct a violation; or
 - (b) the director determines that the violation creates an imminent danger to health or safety.

READ AND APPROVED ON THE FIRST READING THIS 14th DAY OF AUGUST

READ AND ADOPTED ON THE SECOND READING THIS 28TH DAY OF AUGUST

APPROVED:

ATTEST:

Herb Pearce, Mayor

Becky Sims, City Secretary

APPROVED AS TO FORM:

Jo-Christy Brown, City Attorney

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY LAMPASAS, TEXAS AMENDING APPENDIX A FEE SCHEDULE, CHAPTER 66, STREETS, SIDEWALKS AND OTHER PLACES. ARTICLE II. STREET CONSTRUCTION. ADDING (C) RATES AND FEES FOR TEMPORARY USE OF RIGHT OF WAY FOR CONSTRUCTION, EXCAVATION, OR FACILITY INSTALLATION. CONTAINING SEVERABILITY AND REPEALER CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.

RECITALS

WHEREAS, the City of Lampasas, Texas is a Home Rule Municipality located in Lampasas County, Texas, that is authorized and enabled by its Charter and the laws of Texas to enact local legislation for the benefit and proper operation of the City's facilities and amenities.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAMPASAS, THAT THE LAMPASAS CODE OF ORDINANCES HEREBY BE AMENDED AS FOLLOWS:

PART 1:

Appendix "A" Fee Schedule, Chapter 66, Streets, Sidewalks, and Other Places. Article II. Street Construction, adding Rates and Fees for Temporary Use of Right of Way for Construction, Excavation, or Facility Installation. worded and detailed below:

APPENDIX A- Fee Schedule

Chapter 66- Streets, Sidewalks, and Other Places

Article II – Street Construction

(a)-(b) No Changes

(c)- Rates and Fees for Temporary Use of Right of Way for Construction, Excavation, or Facility Installation.

(1) Permit Fee- \$150.00

(2) Penalty for failure to obtain permit or proper use of TCP) \$250.00 minimum

PART 2: If any section or part of a section of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, that holding shall not invalidate or impair the validity, force or effect of any other section or part of a section of this Ordinance.

PART 3: This Ordinance supersedes and repeals all ordinances or parts of ordinances, if any, in conflict herewith; however, such present ordinances shall remain in full force and effect until the effective date of this Ordinance.

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

Date of First Reading: August 14, 2023

Date of Second Reading: August 28, 2023

PASSED AND ADOPTED THIS 28th DAY OF August 2023

Herb Pearce, Mayor

ATTEST:

Becky Sims, City Secretary

APPROVED AS TO FORM: Jo-Christy Brown, City Attorney
(Signature of Attorney Provided on Separate Page, to be Attached)

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City Manager

ITEM NO. WORKSHOP-6

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

Subject:

Discussion regarding Pool Season

Requested By: Chris Eicher, Parks Director

Submitted By: Chris Eicher, Parks Director

Date Submitted: August 10, 2023

For the Agenda of: August 14, 2023

Procurement and Funding Statement:

Attachments:

Summary Statement:

This item has been placed on the workshop agenda to discuss the current pool season. With the school and college season beginning there has been a significant shortage in lifeguards. As a result, the pool will remain open on weekends only until Labor Day. These schedules are subject to change if we cannot retain adequate staff.

Recommendation:

Discussion Only

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City ManagerITEM NO. WORKSHOP-7

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

Subject:

Discussion regarding Solar Eclipse Event

Requested By: Chris Eicher, Parks Director
Stacey Ybarra, EDC Director

Submitted By: Chris Eicher, Parks Director
Stacey Ybarra, EDC Director

Date Submitted: August 10, 2023

For the Agenda of: August 14, 2023

Procurement and Funding Statement:**Attachments:**

Summary Statement:

This item is placed on the Workshop agenda to seek input and direction related to the 580 Sports Complex management during the 2024 Solar Eclipse.

Call for Interest: Staff will Call for Site/Event Management from local organizations as a possible fundraising opportunity for organizations and for possible partial cost recovery for the City. Initially, staff will contact representatives by phone, and schedule an informational meeting to review the event scope, responsibilities and opportunities. If multiple organizations express interest, staff will encourage those organizations to work together to meet the event scope.

If limited interest from organizations is expressed, the City may wish to consider contracted security and site/parking management. Additionally, based on City or contracted available resources, the City may evaluate further limitations on attendance, i.e. 500 cars.

Additional Options and Considerations: Staff seeks Council input on additional event items including overnight parking/camping, segregation of camping and parking; possible percent of proceeds for parking revenue; overnight security; segregation of responsibilities – organization and City.

Recommendation: Discussion Only

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City Manager

ITEM NO. 1.3

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

Subject:

Public hearing to obtain citizen comments relating to a request to amend Lampasas Code of Ordinances, Chapter 66 Streets, Sidewalks and other Places, Article IV. Excavation, adding Section 66-129 Temporary Use of Right-Of-Way for Construction, Excavation, or Facility Installation and associated fees.

Requested By: Ryan Ward, ACM

Submitted By: Ryan Ward, ACM

Date Submitted: August 10, 2023

For the Agenda of: August 14, 2023

Procurement and Funding Statement:

N/A

Attachments: Ordinance

Summary Statement:

This item has been placed on the agenda to provide the opportunity for public comment regarding the requested amendment to the Lampasas Code of Ordinances, Chapter 66 Streets, Sidewalks and other Places, Article IV. Excavation, adding Section 66-129 Temporary Use of Right-Of-Way for Construction, Excavation, or Facility Installation and associated fees. This item was discussed during workshop.

Recommendation:

Discussion only

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City Manager

ITEM NO. 1.4

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

Subject:

Public hearing to receive citizen comments to consider a Preliminary Plat for the Moore Subdivision, 5.556 acres, a subdivision out of the L.H.W Johnson Survey, A-419 Lampasas Texas, Lampasas County.

Requested By: Becky Sims, City Secretary/Zoning Administrator

Submitted By: Becky Sims, City Secretary/Zoning Administrator

Date Submitted: August 10, 2023

For the Agenda of: August 14, 2023

Procurement and Funding Statement:

N/A

Attachments:

Summary Statement:

Sam Walker, Eckermann Engineering and Joe Abel, property owner is asking the Commission to consider approval, denial or approval with modifications of the Preliminary Plat of the Moore Subdivision. The proposed development is 5.556 acres and has been platted into 4 lots.

The lots meet the zoning requirements for the Retail Zoning District. Lots 1 & 2 will consist of a ±21,800 sq ft Gym and a ±4,900 sq ft Spa. The development was granted a variance by the Zoning Board of Adjustments to the number of required parking spaces in February 2023.

As of July 20, 2023 all staff comments pertaining to the Plat and Site Plan have been addressed.

This property is located within Lampasas City Limits. The 5.556 acres is zoned Retail "R". The area surrounding the property is zoned Retail "R"

City Water, Sewer and Electric are available. Electric design and easements are still being discussed by both parties and will be dedicated by separate instruments.

Planning Commission did recommend approval at the August 3, 2023 meeting.

Recommendation:

Discussion only

NOTICE OF PUBLIC HEARINGS

HEARING DATES/TIMES:

PLANNING AND ZONING COMMISSION: August 3, 2023 - 6:00 P.M.

CITY COUNCIL: August 14, 2023 - 6:00 P.M.

HEARING(S) LOCATION:
CALVERT MUNICIPAL BUILDING
CITY COUNCIL CHAMBERS

302 E THIRD STREET, LAMPASAS, TEXAS 76550

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

To consider a Preliminary Plat for the Moore Subdivision, 5.556 acres, a subdivision out of the L.H.W Johnson Survey, A-419 Lampasas Texas, Lampasas County.

To consider a Final Plat for the Moore Subdivision, 5.556 acres, a subdivision out of the L.H.W Johnson Survey, A-419 Lampasas Texas, Lampasas County.

To consider a request to amend the City of Lampasas Zoning Ordinance by amending the following Business Park Zoning Districts:

- *Section 30 A – Business Park Zone 1 –Low Intensity - “BPZ1”*
- *Section 30 B – Business Park Zone 2 – Medium Intensity- “BPZ2”*
- *Section 30 C – Business Park Zone 3 – High Intensity - “BPZ3”*

To consider a request to rezone property being 151.64 acres out of the Daniel Stanley Survey, Abstract 0631, more specifically being the Lampasas Economic Development Corporation Business Park located on South U.S. Highway 183 from an area zoned Agricultural “AG” to Business Park Zone 1 “BPZ1”, Business Park Zone 2 “BPZ2” and Business Park Zone 3 “BPZ3”

The purpose of the public hearings noted herein is to allow members of the public who may be affected by these items to voice their views to the Planning and Zoning Commission. The first public hearing will be held on August 3, 2023 at 6:00 P.M. in the City Council Chambers located at 302 E Third Street, Lampasas, Texas, before a recommendation is made to the City Council on the items listed above.

The City Council will hold public hearings on the above-referenced items on August 14, 2023 at 6:00 P.M. in the Calvert Municipal Building, City Council Chambers located at 302 E Third Street, Lampasas, Texas 76550.

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

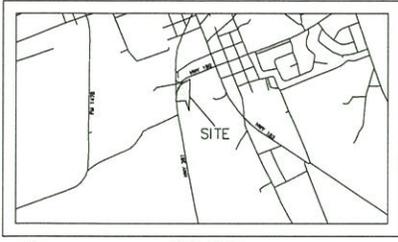
I, **Becky Sims**, City Secretary of the City of Lampasas, Texas, do hereby certify that this Notice of Public Hearing was posted on the bulletin board/front window of City Hall, 312 East Third Street, Lampasas, Texas, at a place readily accessible to the general public at all times, on the 18 day of July 2023 at noon

MOORE SUBDIVISION

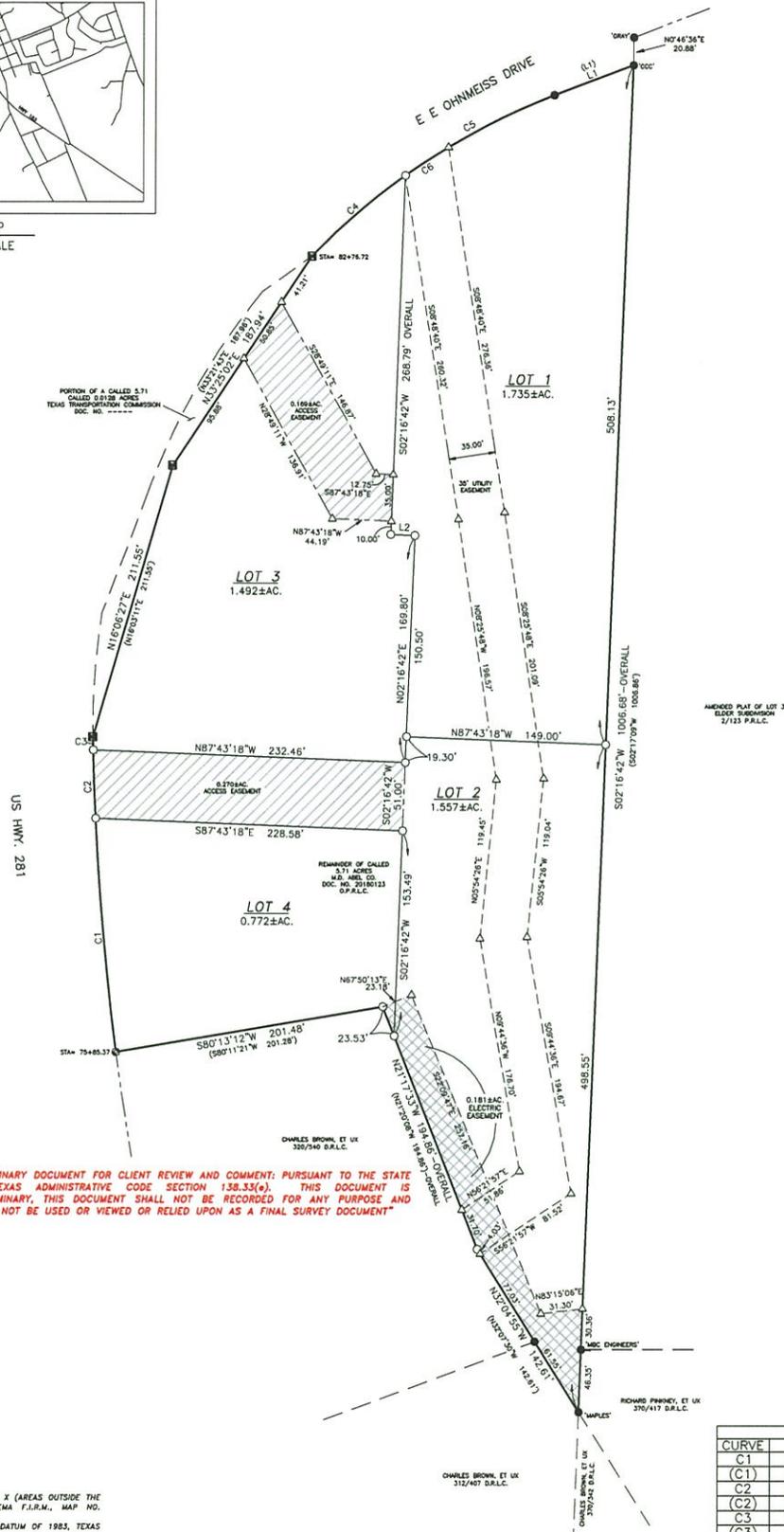
BEING A SUBDIVISION OF 5.556 ACRES OUT OF THE L.H.W. JOHNSON SURVEY, A-419, IN LAMPASAS COUNTY, TEXAS.



LEGEND	
●	1/2" IRON PIN FOUND (UNLESS NOTED)
○	5/8" IRON PIN FOUND
○	SET 1/2" IRON PIN WITH CUPLIN PROPERTY CAP
□	2007 TYPE I CONC. E.S.W. MONUMENT FND.
...	VOLUME/PAGE
P.R.L.C.	PUBLIC PLAT RECORDS LAMPASAS CO.
D.R.L.C.	DEED RECORDS LAMPASAS CO.
O.P.R.L.C.	OFFICIAL PUBLIC RECORDS LAMPASAS COUNTY
()	RECORD INFO/SUBJECT



4 NORTH
SITE MAP
NOT TO SCALE



PRELIMINARY DOCUMENT FOR CLIENT REVIEW AND COMMENT: PURSUANT TO THE STATE OF TEXAS ADMINISTRATIVE CODE SECTION 138.33(e), THIS DOCUMENT IS "PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT"

- NOTES:**
- ENTIRE SUBJECT PROPERTY IS LOCATED WITHIN ZONE 2 (AREAS OUTSIDE THE 100' YR FLOOD) AS GRAPHICALLY IDENTIFIED ON FEMA F.I.R.M., MAP NO. 480430002B, EFFECTIVE 06/15/1982.
 - BASES OF BEARINGS ARE TO THE NORTH AMERICAN DATUM OF 1983, TEXAS COORDINATE SYSTEM, CENTRAL ZONE.
 - TOTAL ACREAGE: 5.556 ACRES
 - NO. OF LOTS: 4 (RETAIL)
 - ELECTRICAL SERVICE PROVIDED BY THE CITY OF LAMPASAS.
 - WATER PROVIDED BY THE CITY OF LAMPASAS.
 - SEWER SERVICES PROVIDED BY THE CITY OF LAMPASAS.
 - ALL LOTS LIE WITHIN THE FULL PURPOSE CITY LIMITS OF LAMPASAS.
 - THIS TRACT IS SUBJECT TO THE ZONING AND SUBDIVISION ORDINANCE IN PLACE AT THE TIME OF THE PLAT (MAY, 2023).
 - CURRENT SITE ZONING IS (R)- RETAIL.
 - NO RIGHT-OF-WAY DEDICATION IS REQUIRED.
 - ALL EXISTING EASEMENTS SHALL BE VACATED AND REMOVED BY THIS PLAT. FUTURE EASEMENTS NOT DEDICATED HEREIN WILL BE DEDICATED BY SEPARATE INSTRUMENTS.
 - SUBDIVISION IS NOT SUBJECT TO CURRENT OR FUTURE IMPACT FEES.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N69°19'33"E	63.11'
(L1)	N69°18'45"E	63.00'
L2	S87°43'18"E	18.00'

CURVE TABLE				
CURVE	RADIUS	ARC LEN	CHD LEN	CHD BRG
C1	2241.83'	175.45'	175.41'	N04°58'11"W
(C1)	2241.83'	-----	-----	-----
C2	2241.83'	51.15'	51.15'	N02°04'26"W
(C2)	2241.83'	-----	-----	-----
C3	2241.83'	9.57'	9.57'	N01°17'53"W
(C3)	2241.83'	-----	-----	-----
C4	502.96'	92.16'	92.03'	N49°16'34"E
(C4)	502.96'	-----	-----	-----
C5	502.96'	126.75'	126.42'	N61°44'42"E
(C5)	502.96'	-----	-----	-----
C6	502.96'	38.46'	38.45'	N56°42'58"E

PROJ NO. 22177
 PREPARED FOR: JOSEPH C. AREL
 TECH: LFP
 APPROVED: K.C. LUST
 FIELDWORK PERFORMED ON: SEPT. 2022 & MAY 2023
 COPYRIGHT: 2023

1500 OLLIE LANE
 MARBLE FALLS, TX 78654
 PH. 325-388-3300 830-693-8815
 WWW.CUPLINASSOCIATES.COM

SCALE 1" = 60'

DATE	DESCRIPTION
3/3	REVISIONS

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City ManagerITEM NO. 1.5

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

Subject:

Public hearing to receive citizen comments to consider a Final Plat for the Moore Subdivision, 5.556 acres, a subdivision out of the L.H.W Johnson Survey, A-419 Lampasas Texas, Lampasas County.

Requested By: Becky Sims, City Secretary/Zoning Administrator

Submitted By: Becky Sims, City Secretary/Zoning Administrator

Date Submitted: August 10, 2023

For the Agenda of: August 14, 2023

Procurement and Funding Statement:

N/A

Attachments:**Summary Statement:**

Sam Walker, Eckermann Engineering and Joe Abel, property owner is asking the Commission to consider approval, denial or approval with modifications of the Flat Plat of the Moore Subdivision. The proposed development is 5.556 acres and has been platted into 4 lots.

The lots meet the zoning requirements for the Retail Zoning District. Lots 1 & 2 will consist of a ±21,800 sq ft Gym and a ±4,900 sq ft Spa. The development was granted a variance by the Zoning Board of Adjustments to the number of required parking spaces in February 2023.

As of July 20, 2023 all staff comments pertaining to the Plat and Site Plan have been addressed.

This property is located within Lampasas City Limits. The 5.556 acres is zoned Retail "R". The area surrounding the property is zoned Retail "R"

City Water, Sewer and Electric are available. Electric design and easements are still being discussed by both parties and will be dedicated by separate instruments.

Planning Commission did recommend approval at the August 3, 2023 meeting.

Recommendation:

Discussion only

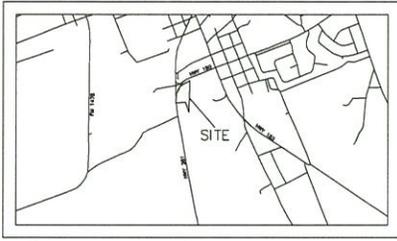
MOORE SUBDIVISION

BEING A SUBDIVISION OF 5.556 ACRES OUT OF THE L.H.W. JOHNSON SURVEY, A-419, IN LAMPASAS COUNTY, TEXAS.

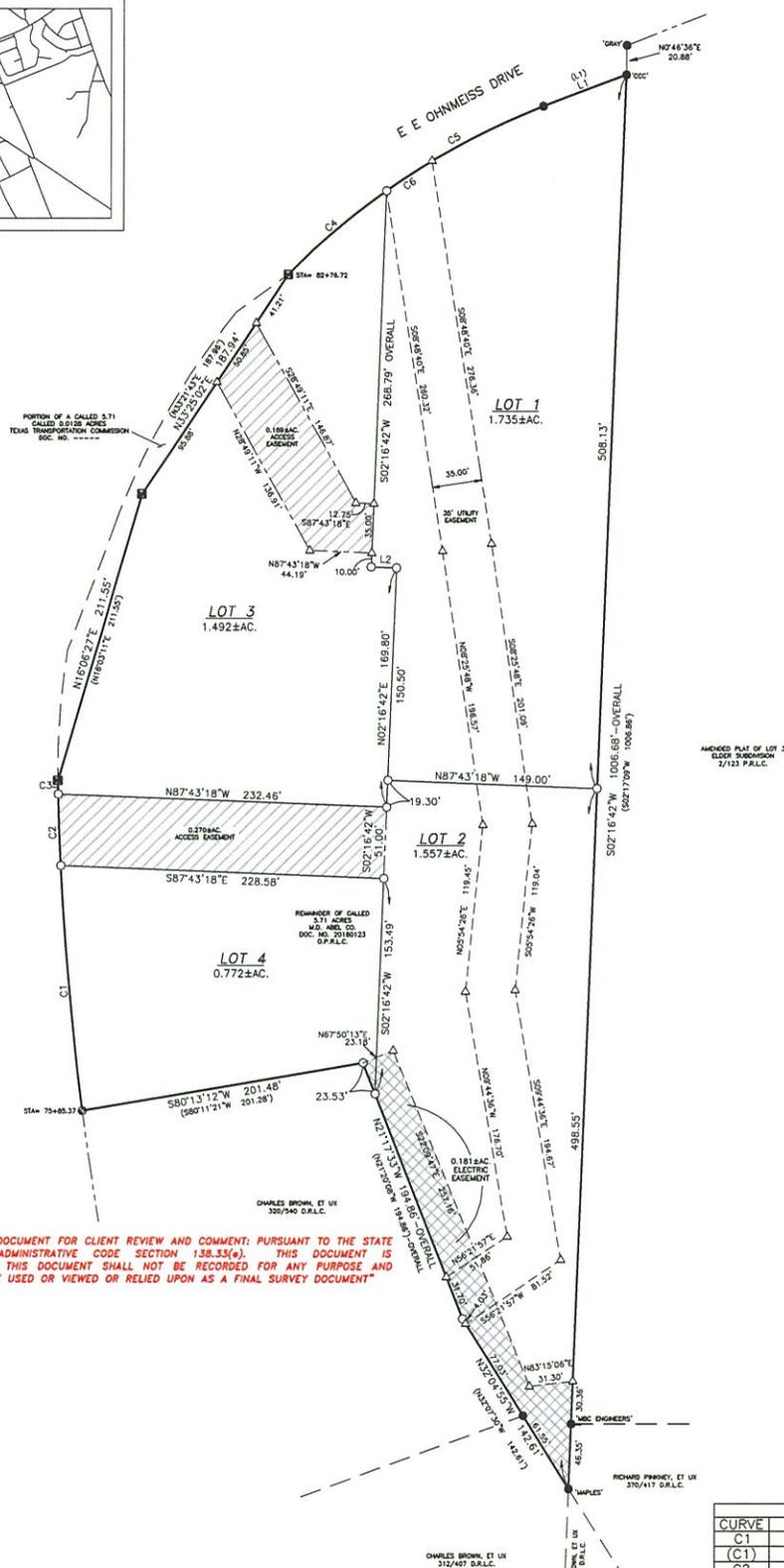


LEGEND

- 1/2" IRON PIN FOUND (UNLESS NOTED)
- 5/8" IRON PIN FOUND
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- 1000 TYPE 1 CONC. E.S.W. MONUMENT FND.
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SITE MAP
NOT TO SCALE



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- NOTES:**
- 1) ENTIRE SUBJECT PROPERTY IS LOCATED WITHIN ZONE X (AREAS OUTSIDE THE 100 YR FLOOD) AS GRAPHICALLY IDENTIFIED ON FEMA F.I.R.M., MAP NO. 480430002D9, EFFECTIVE 06/15/1982.
 - 2) BASIS OF BEARINGS ARE TO THE NORTH AMERICAN DATUM OF 1983, TEXAS COORDINATE SYSTEM, CENTRAL ZONE.
 - 3) TOTAL ACREAGE: 5.556 ACRES
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 - 13) SUBDIVISION IS NOT SUBJECT TO CURRENT OR FUTURE IMPACT FEES.

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SCALE 1" = 60'

DATE	NO.	DESCRIPTION
	1	
	2	


City ManagerITEM NO. 1.6

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

Subject:

Public hearing to receive citizen comments to consider a request to amend the City of Lampasas Zoning Ordinance by amending the following Business Park Zoning Districts:
Section 30 A – Business Park Zone 1 –Low Intensity – “BPZ1”
Section 30 B – Business Park Zone 2 – Medium Intensity- “BPZ2”
Section 30 C – Business Park Zone 3 – High Intensity – “BPZ3”.

Requested By: Becky Sims, City Secretary/Zoning Administrator**Submitted By:** Becky Sims, City Secretary/Zoning Administrator**Date Submitted:** August 10, 2023**For the Agenda of:** August 14, 2023**Procurement and Funding Statement:**

N/A

Attachments:

Summary Statement: Staff request to amend Ordinance No. 878; the City of Lampasas Zoning Ordinance; to modify the following new business park districts that were added to the City of Lampasas Zoning Regulations in **July 2018**

- **Section 30-A Business Park Zone 1 (Low Intensity) “BPZ1”** The Low Intensity District anticipates land uses that have minimal impact to adjacent land uses in terms of noise, traffic, density and that have design standard’s that promote a higher architectural standard including landscaping, exterior finishes and signage.
- **Section 30-B Business Park Zone 2 (Medium, Intensity) “BPZ2”** The Medium Intensity District anticipates land uses that can accommodate slightly more intense uses that require more frequent or after hour traffic patterns; have a greater potential for increased noise and have a reduced construction and design standard due to the proximity away from main streets or access.
- **Section 30-C Business Park Zone 3 (High Intensity) “BPZ3”** The High Intensity District anticipates uses that are typical of a zoning district with higher volume of traffic, possible in the evening and weekend; noise generated from more intense manufacturing or assembly; and greater latitude for exterior finishes and outdoor storage of materials.
- Staff & LEDC Board have been working on *final* covenants, restrictions and zoning regulations since January 2022. In May 2023 the board approved the final covenants draft. Since that time Staff has worked diligently to modify the zoning regulations to fit the covenants and the vision of the board.

Highlights

- The Zoning Distinctions, General Purposes and Description remained the same.
- The maximum height is 70 ft (6-7 stories dependent on floor height).
- The minimum square foot is 3,000.

- No Temporary Portable Buildings
- BP1- will allow *Light Industrial with Office Showroom*
- Outdoor Storage is allowed based on specific percentage of floor area or lot- *BP1- Requires outdoor storage to be screened from public view.*
- Outdoor Retail Sales Display are permitted in all districts.
- The Permitted Uses in each zone have been identified, which provides more detail than simply retail, commercial, industrial uses.

Planning Commission did recommend approval at the August 3, 2023 meeting.

Recommendation:

Discussion only

SECTION 30-A BUSINESS PARK ZONE-1 (LOW INTENSITY) “BPZ1”

30A.1 GENERAL PURPOSE AND DESCRIPTION

The Low Intensity District anticipates land uses that do not impact the area in terms of noise, traffic, density; and design standards that promote a higher architectural standard including landscaping, exterior finishes and signage.

30A.2 PERMITTED USES:

1. Those uses specified in Section 35 (Use Charts).
2. Such uses as may be permitted under provisions of Specific Use Permits, Section 34.
3. Typical land uses include Offices, Research, Financial Services, Software Development, Retail, Hospitality, Light Industrial with an Office Showroom.

30A.3 HEIGHT REGULATIONS:

A. Maximum Height:

1. Occupied structure/buildings – No more than 70 feet in height

30A.4 AREA REGULATIONS

A. Size of Yards:

1. **Minimum Front Yard** – Twenty-five feet (25')
2. **Minimum Side Yard** - Fifteen feet (15'); twenty feet (20') if adjacent to a street
3. **Minimum Rear Yard** - Twenty feet (20')

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

C. Minimum Main Building per lot shall be 3,000 square feet.

D. Parking Regulations:

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

30A.5 SPECIAL REQUIREMENTS

- A. For site plan requirements, see Section 40.
- B. Temporary Portable Buildings are not allowed in BPZ1 District
- C. Open Outdoor Storage may not exceed 10% of its total floor area in the BPZ1 District. Screening shall be required only for those areas used for open outdoor storage. A minimum six-foot (6') screening fence or wall shall be provided and maintained at the property line adjacent to the area to be screened but may not include the following methods:

1. Chain link, barbed wire, electrical fencing
2. Alternate Open Outdoor Storage percentages may be approved through a Special Use Permit

D. Outdoor Retail Sales Display are allowed in the BPZ1 District.

- Outdoor retail sales is defined as products that are incidental to the permanent business establishment. Products shall not obstruct ingress and egress to a building, obstruct fire lanes, interfere with vehicular circulation or sight distance, be located in landscaped areas, or extend into the right-of-way.

E. Typical "Light Industrial" land uses such as manufacturing in "BPZ1" will be required to have an "Office Showroom." An Office Showroom is an establishment with no more than eighty-five percent (85%) of its total floor area devoted to storage and warehousing, but not accessible to the general public. The remaining area may include retail and wholesale sales areas, sales offices, and display areas for products sold and distributed from the storage and warehousing areas.

F. Electrical Service and exterior lighting shall be supplied by underground feed to pad mount transformer.

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

Business Park "BP" 1

Permitted in District

- ACCOUNTANT OR BOOKKEEPING OFFICE
- ARCHITECT'S OFFICE
- BAKERY OR CONFECTIONERY (WHOLESALE OR COMMERCIAL) *A manufacturing facility for the production and distribution of baked goods and confectioneries to retail outlets.*
- BAKERY OR CONFECTIONERY SHOP (RETAIL) *A facility for the production and/or sale of baked goods.*
- BANK, SAVINGS & LOAN OR CREDIT UNION *An establishment for the custody, loan, exchange and/or issue of money, the extension of credit, and/or facilitating the transmission of funds.*
- BANKING, AUTOMATIC TELLER ONLY
- BOOK OR STATIONERY SHOP OR NEWSSTAND
- BUILDING MATERIALS, HARDWARE OR HOME IMPROVEMENT CENTER (INDOOR) W/ OFFICE SHOWROOM (see "OFFICE SHOWROOM")
BUILDING MATERIALS AND HARDWARE SALES (INDOOR OR OUTDOOR) - Materials, tools, and/or hardware customarily used in the construction of buildings and other structures, including facilities for storage of materials for retail sales. Sometimes referenced as a "home improvement center". "Outdoor" means the storage of materials and products outside of the main building.
- CABINET SHOP W/ OFFICE SHOWROOM (see "OFFICE SHOWROOM")
- CELLULAR PHONE/PAGER SALES (INDOOR)
- CHILD CARE CENTER/ DAY CARE CENTER *A commercial institution or place designed for the care or training of twelve (12) or more unrelated children under fourteen (14) years of age for less than 24 hours a day.*
- CLEANING SHOP OR LAUNDRY PICK-UP (SMALL SHOP) *A custom cleaning shop not exceeding three thousand (3,000) square feet of floor area and may include customer self-service laundry and cleaning.*
- CLOTHING OR SIMILAR LIGHT MANUFACTURING W/ OFFICE SHOWROOM (see "OFFICE SHOWROOM")
- COLLEGE OR UNIVERSITY *An academic institution of higher learning accredited or recognized by the State and covering a program or series of programs of academic study.*
- COMPUTER SALES
- CONTRACTOR SHOP W/OUTSIDE STORAGE YARD *A building, part of a building, or land area for the construction or storage of materials, equipment, tools, products, and vehicles.*
- COPY SHOP *An establishment that reproduces, in printed form, individual orders from a business, profession, service, and industry or government organization and occupies less than 4,000 square feet.*
- DENTAL CLINIC, LABORATORY OR OFFICE
- DONUT SHOP
- DRAPERY OR FURNITURE UPHOLSTERY SHOP *An establishment for the production, display and sale of draperies and soft coverings for furniture. W/ OFFICE SHOWROOM (see "OFFICE SHOWROOM")*
- DRUG STORE OR PHARMACY
- ELECTRICAL SUBSTATION (HIGH VOLTAGE BULK POWER) *A subsidiary station in which electric current is transformed.*
- ELECTRICAL TRANSMISSION LINE (HIGH VOLTAGE)
- EQUIPMENT RENTAL (HEAVY)
- EQUIPMENT SALES (NEW OR USED)
- FIRE, POLICE OR MUNICIPAL BUILDINGS- *Any public service building of the municipal*

government including a library or City Hall, but excluding storage yards, utility shops and equipment centers.

- FLORIST SHOP *An establishment for the display and retail sale of flowers, small plants and accessories.*
- FURNITURE MANUFACTURER AND REFINISHING SHOP W/ OFFICE SHOWROOM (see "OFFICE SHOWROOM")
- GAS LINE AND REGULATING STATION
- GREENHOUSE OR PLANT NURSERY W/ OUTSIDE DISPLAY OF PLANTS (RETAIL AND WHOLESALE)
- HARDWARE SHOP
- HEATING AND AIR CONDITIONING SALES
- HEAVY MACHINERY SALES STORAGE *A building or open area used for the display, sale, rental or storage of heavy machinery, tractors or similar machines, or a group of machines which function together as a unit.*
- HOSPITAL, ACUTE CARE *An institution where sick or injured patients are given medical and/or surgical treatment intended to restore them to health and an active life, and which is licensed by the State of Texas.*
- HOSPITAL, CHRONIC CARE *An institution where those persons suffering from illness, injury, deformity and/or deficiencies pertaining to age are given care and treatment on a prolonged or permanent basis and which is licensed by the State of Texas.*
- KEY SHOP
- KIOSK *A small, free-standing, one-story accessory structure having a maximum floor area of one hundred (100) square feet and used for retail purposes, such as automatic teller machines or the posting of temporary information and/or posters, notices and announcements. If a kiosk is to be occupied, it shall have a minimum floor area of 50 square feet.*
- LABORATORY EQUIPMENT MANUFACTURING W/ OFFICE SHOWROOM (see "OFFICE SHOWROOM") *A facility that makes or produces equipment or products used for research or testing.*
- LABORATORY, SCIENTIFIC OR RESEARCH W/ OFFICE SHOWROOM (see "OFFICE SHOWROOM") *An establishment that engages in research, testing or evaluation of materials or products, but not medical-related (see "Medical Facilities -- Medical Laboratory").*
- LANDSCAPING SERVICE/CONSTRUCTION
- LIGHT MANUFACTURING AND ASSEMBLY PROCESSES W/ OFFICE SHOWROOM (see "OFFICE SHOWROOM") *Manufacturing of finished products or parts, predominantly from previously prepared materials, including fabrication, assembly, and packaging of such products, and incidental storage, sales and distribution of such products, but excluding basic industrial processing.*
- LITHOGRAPHIC OR PRINT SHOP
- LOCAL UTILITY LINE *The facilities provided by a municipality or a franchised utility company for distribution or collection of gas, water, surface drainage water, sewage, electric power or telephone service, including pad- and pole-mounted transformers.*
- MEDICAL APPLIANCES, FITTING, SALES OR RENTAL
- MEDICAL CLINIC OR OFFICE *A facility or group of offices for one or more physicians for the examination and treatment of ill and afflicted human outpatients provided that patients are not kept overnight except under emergency conditions.*
- MEDICAL LABORATORY W/ OFFICE SHOWROOM (see "OFFICE SHOWROOM") *An indoor establishment that includes laboratories and/or experimental equipment for medical testing, prototype design and development, and product testing.*

- MILK DEPOT, DAIRY OR ICE CREAM PLANT W/ OFFICE SHOWROOM (see "OFFICE SHOWROOM")
- MINOR MEDICAL EMERGENCY CLINIC *A facility or group of offices for one or more physicians for the examination and treatment of ill and afflicted human outpatients provided that patients are not kept overnight except under emergency conditions.*
- MOBILE FOOD COURT(S)/PARK(S) *a lot or parcel of real property, not including public property and/or public rights of way, where Mobile Food Vendor Unit(s) may be located and operated as businesses for profit, in compliance with the municipal zoning regulations, for the purpose of offering to sell food and beverages to the public."*
- MOBILE FOOD VENDOR UNIT *a commercially manufactured vehicle that is readily moveable (i.e. truck or trailer) from which food or beverages are prepared, sold or served for consumption. The term mobile food vendor unit shall not include pushcarts of any kind.*
- MUNICIPAL FACILITY OR USE *Any area, land, building, structure and/or facility which is owned, used, leased or operated by the City of Lampasas, Texas.*
- OFFICE SHOWROOM *An establishment with no more than seventy-five percent (75%) of its total floor area devoted to storage and warehousing that is not accessible to the general public. The remaining area may include retail and wholesale sales areas, sales offices, and display areas for products sold and distributed from the storage and warehousing areas.*
- OFFICE WAREHOUSE W/ OFFICE SHOWROOM (see "OFFICE SHOWROOM")
- OFFICE RETAIL-
- OFFICES, GENERAL BUSINESS AND PROFESSIONAL *A room or group of rooms used for the provision of executive, management and/or administrative services. Typical uses include administrative offices and services including real estate, insurance, property management, investment, personnel, travel, secretarial services, telephone answering, and business offices of public utilities, organizations and associations, but excluding medical offices.*
- OFF-STREET PARKING INCIDENTAL TO MAIN USE *Off-street parking spaces provided in accordance with the requirements of this Ordinance, located on the lot or tract occupied by the main use or within one hundred fifty feet (150') of such lot or tract, and located within the same zoning district as the main use or in an adjacent parking district.*
- OPEN STORAGE, DISPLAY, OR WORK AREAS FOR MERCHANDISE OR MACHINERY
- OUTDOOR RETAIL SALES DISPLAY- *Outdoor display of products that are incidental to the permanent business establishment. Products shall not obstruct ingress and egress to a building, obstruct fire lanes, interfere with vehicular circulation or sight distance, be located in landscaped areas, or extend into the right-of-way.*
- OPTICIAN OR OPTOMETRIST
- PARKING LOT STRUCTURE COMMERCIAL (AUTO) *An area or structure devoted to the parking or storage of automobiles for a fee which may include, in the case of a parking structure only, a facility for servicing automobiles provided that such facility is an internal function for use only by automobiles occupying the structure and that such facility creates no special problems of ingress or egress*
- PRINTING COMPANY W/ OFFICE SHOWROOM (see "OFFICE SHOWROOM")
- PUBLIC BUILDING, SHOP OR YARD OF LOCAL, STATE OR FEDERAL AGENCY *Any building, land, area and/or facility (including maintenance/storage yards and shops) which is owned, leased, primarily used and/or occupied by any subdivision or agency of the following: the State of Texas, the United States, or other public utility or agency. Any facility which is owned, leased, used and/or occupied by the City of Lampasas are defined as "Municipal Facility or Use".*
- RADIO OR TELEVISION BROADCASTING WITHOUT TOWER
- REAL ESTATE OFFICE
- SCHOOL, BUSINESS *A for-profit business that offers instruction and training in a profession, service or art such as a secretarial or court reporting school, barber/beauty college or commercial*

art school, but not including commercial trade schools.

- SCHOOL. COMMERCIAL, TRADE *A for-profit business that offers vocational instruction and training in trades such as welding, brick laying, machinery operation/repair, and similar trades.*
- SEASONAL USES (TEMPORARY)
- SILK SCREENING STUDIO OR TEE SHIRT SHOP W/ OFFICE SHOWROOM (see “OFFICE SHOWROOM”)
- STUDIO FOR RADIO OR TELEVISION *A building or portion of a building used as a place for radio or television broadcasting.*
- TELEMARKETING AGENCY *An establishment which solicits business or the purchase of goods and/or services by telephone only. No sales of goods or services to the public occurs at or on the premises. No products are stored at or on the premises.*
- TELEPHONE BUSINESS OFFICE
- TELEPHONE EXCHANGE, SWITCHING OR RELAY OR TRANSMITTING STATION *A line for the transmission of telephone signals and a central office in which telephone lines are connected to permit communication but not including a business office, storage (inside or outside) or repair yards.*
- TINSMITH/SHEET METAL SHOP W/ OFFICE SHOWROOM (see “OFFICE SHOWROOM”)
- TOOL AND LIGHT EQUIPMENT RENTAL (INDOOR) W/ OFFICE SHOWROOM (see “OFFICE SHOWROOM”)
- TRACTOR SALES W/ OFFICE SHOWROOM (see “OFFICE SHOWROOM”)
- TRAVEL BUREAU OR TRAVEL CONSULTANT
- TROPHY SALES AND ENGRAVING
- VETERINARIAN HOSPITAL (INSIDE ANIMAL PENS ONLY)
- VETERINARIAN OFFICE ONLY (NO ANIMAL HOSPITAL)
- WATER RESERVOIR WELL OR PUMPING STATION
- WATER STAND PIPE OR ELEVATED WATER STORAGE

SECTION 30-B BUSINESS PARK ZONE 2 (MEDIUM INTENSITY) “BPZ2”

30B.1 GENERAL PURPOSE AND DESCRIPTION

The Medium Intensity District anticipates land uses that can accommodate slightly more intense uses that require more frequent or after hour traffic patterns; have a greater potential for increased noise and have a reduced construction and design standards due to the proximity to streets or access.

30B.2 PERMITTED USES:

1. Those uses specified in Section 35 (Use Charts).
2. All uses allowed in the “BPZ1” zoning district.
3. Such uses as may be permitted under provisions of Specific Use Permits, Section 34.
4. Typical land uses within the Medium Intensity District would include light manufacturing, warehousing, offices, research and development, call or data centers, fabrication, furniture manufacturer, or refinishing, sheet metal or structural metal sales and fabrication, hospitality, accessory installation, and uses generally allowed in the Low Intensity District.

30B.3 HEIGHT REGULATIONS

A. Maximum Height:

1. Occupied structure/buildings – no more than 70 feet in height
2. Unoccupied structures (e.g., grain silos, etc., elevated water storage etc. except communications antennae, see Section 41.5C) No height limit unless adjacent to a residential zoning district (SF-20, SF-10, SF-8, SF-6, SF-PH, 2F, SFA, MF-1, MF-2 and MH); whereas additional setback (i.e., front, side, rear yard) distance must be provided from the residential zoning district boundary line of one (1) additional foot for each two feet that such structures exceed thirty-five feet (35')

30B.4 AREA REGULATIONS

A. Size of Yards:

1. **Minimum Front Yard** – Twenty-five feet (25')
2. **Minimum Side Yard** - Fifteen feet (15'); twenty feet (20') if adjacent to a street
3. **Minimum Rear Yard** - Twenty feet (20')

B. Minimum Main Building per lot shall be 3,000 square feet.

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

D. Parking Regulations:

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

30B.5 SPECIAL REQUIREMENTS

- A.** For site plan requirements, see Section 40.
- B.** Temporary Portable Buildings are not allowed in the BPZ2 District.
- C.** Open Outdoor Storage may not exceed 10% of its total lot size in the BPZ2 District.
- D.** Outdoor Retail Sales Display are allowed in the BPZ2 District.
 - Outdoor retail sales is defined as products that are incidental to the permanent business establishment. Products shall not obstruct ingress and egress to a building, obstruct fire lanes, interfere with vehicular circulation or sight distance, be located in landscaped areas, or extend into the right-of-way.
- E.** Electrical Service and exterior lighting shall be supplied by underground feed to pad mount transformer.
- F. Other Regulations:** As established in the Development Standards, Sections 36 through 44.

Business Park "BP" 2

Permitted in District

- ACCOUNTANT OR BOOKKEEPING OFFICE
- ARCHITECT'S OFFICE
- BAKERY OR CONFECTIONERY (WHOLESALE OR COMMERCIAL) *A manufacturing facility for the production and distribution of baked goods and confectioneries to retail outlets.*
- BAKERY OR CONFECTIONERY SHOP (RETAIL) *A facility for the production and/or sale of baked goods.*
- BANK, SAVINGS & LOAN OR CREDIT UNION *An establishment for the custody, loan, exchange and/or issue of money, the extension of credit, and/or facilitating the transmission of funds.*
- BANKING, AUTOMATIC TELLER ONLY
- BOOK OR STATIONERY SHOP OR NEWSSTAND
- BUILDING MATERIALS, HARDWARE OR HOME IMPROVEMENT CENTER (INDOOR) *BUILDING MATERIALS AND HARDWARE SALES (INDOOR OR OUTDOOR) - Materials, tools, and/or hardware customarily used in the construction of buildings and other structures, including facilities for storage of materials for retail sales. Sometimes referenced as a "home improvement center". "Outdoor" means the storage of materials and products outside of the main building.*
- BUILDING MATERIALS, HARDWARE OR HOME IMPROVEMENT CENTER (OUTDOOR)
- CABINET SHOP
- CELLULAR PHONE/PAGER SALES (INDOOR)
- CHILD CARE CENTER/ DAY CARE CENTER *A commercial institution or place designed for the care or training of twelve (12) or more unrelated children under fourteen (14) years of age for less than 24 hours a day.*
- CLEANING SHOP OR LAUNDRY PICK-UP (SMALL SHOP) *A custom cleaning shop not exceeding three thousand (3,000) square feet of floor area and may include customer self-service laundry and cleaning.*
- CLOTHING OR SIMILAR LIGHT MANUFACTURING
- COLLEGE OR UNIVERSITY *An academic institution of higher learning accredited or recognized by the State and covering a program or series of programs of academic study.*
- COMPUTER SALES
- CONTRACTOR SHOP W/OUTSIDE STORAGE YARD *A building, part of a building, or land area for the construction or storage of materials, equipment, tools, products, and vehicles.*
- COPY SHOP *An establishment that reproduces, in printed form, individual orders from a business, profession, service, and industry or government organization and occupies less than 4,000 square feet.*
- DENTAL CLINIC, LABORATORY OR OFFICE
- DONUT SHOP
- DRAPERY OR FURNITURE UPHOLSTERY SHOP *An establishment for the production, display and sale of draperies and soft coverings for furniture.*
- DRUG STORE OR PHARMACY
- ELECTRICAL SUBSTATION (HIGH VOLTAGE BULK POWER) *A subsidiary station in which electric current is transformed.*
- ELECTRICAL TRANSMISSION LINE (HIGH VOLTAGE)
- EQUIPMENT RENTAL (HEAVY)
- EQUIPMENT SALES (NEW OR USED)
- FIRE, POLICE OR MUNICIPAL BUILDINGS- *Any public service building of the municipal*

government including a library or City Hall, but excluding storage yards, utility shops and equipment centers.

- FLORIST SHOP *An establishment for the display and retail sale of flowers, small plants and accessories.*
- FURNITURE MANUFACTURER AND REFINISHING SHOP
- GAS LINE AND REGULATING STATION
- GREENHOUSE OR PLANT NURSERY W/ OUTSIDE DISPLAY OF PLANTS (RETAIL AND WHOLESALE)
- HARDWARE SHOP
- HEATING AND AIR CONDITIONING SALES
- HEAVY MACHINERY SALES STORAGE *A building or open area used for the display, sale, rental or storage of heavy machinery, tractors or similar machines, or a group of machines which function together as a unit.*
- HOSPITAL, ACUTE CARE *An institution where sick or injured patients are given medical and/or surgical treatment intended to restore them to health and an active life, and which is licensed by the State of Texas.*
- HOSPITAL, CHRONIC CARE *An institution where those persons suffering from illness, injury, deformity and/or deficiencies pertaining to age are given care and treatment on a prolonged or permanent basis and which is licensed by the State of Texas.*
- KEY SHOP
- KIOSK *A small, free-standing, one-story accessory structure having a maximum floor area of one hundred (100) square feet and used for retail purposes, such as automatic teller machines or the posting of temporary information and/or posters, notices and announcements. If a kiosk is to be occupied, it shall have a minimum floor area of 50 square feet.*
- LABORATORY EQUIPMENT MANUFACTURING *A facility that makes or produces equipment or products used for research or testing.*
- LABORATORY, SCIENTIFIC OR RESEARCH *An establishment that engages in research, testing or evaluation of materials or products, but not medical-related (see "Medical Facilities -- Medical Laboratory").*
- LANDSCAPING SERVICE/CONSTRUCTION
- LIGHT MANUFACTURING AND ASSEMBLY PROCESSES *Manufacturing of finished products or parts, predominantly from previously prepared materials, including fabrication, assembly, and packaging of such products, and incidental storage, sales and distribution of such products, but excluding basic industrial processing.*
- LITHOGRAPHIC OR PRINT SHOP
- LOCAL UTILITY LINE *The facilities provided by a municipality or a franchised utility company for distribution or collection of gas, water, surface drainage water, sewage, electric power or telephone service, including pad- and pole-mounted transformers.*
- MEDICAL APPLIANCES, FITTING, SALES OR RENTAL
- MEDICAL CLINIC OR OFFICE *A facility or group of offices for one or more physicians for the examination and treatment of ill and afflicted human outpatients provided that patients are not kept overnight except under emergency conditions.*
- MEDICAL LABORATORY *An indoor establishment that includes laboratories and/or experimental equipment for medical testing, prototype design and development, and product testing.*
- MILK DEPOT, DAIRY OR ICE CREAM PLANT
- MINOR MEDICAL EMERGENCY CLINIC *A facility or group of offices for one or more physicians for the examination and treatment of ill and afflicted human outpatients provided that patients are not kept overnight except under emergency conditions.*

- MOBILE FOOD COURT(S)/PARK(S) *a lot or parcel of real property, not including public property and/or public rights of way, where Mobile Food Vendor Unit(s) may be located and operated as businesses for profit, in compliance with the municipal zoning regulations, for the purpose of offering to sell food and beverages to the public."*
- MOBILE FOOD VENDOR UNIT *a commercially manufactured vehicle that is readily moveable (i.e. truck or trailer) from which food or beverages are prepared, sold or served for consumption. The term mobile food vendor unit shall not include pushcarts of any kind.*
- MUNICIPAL FACILITY OR USE *Any area, land, building, structure and/or facility which is owned, used, leased or operated by the City of Lampasas, Texas.*
- OFFICE SHOWROOM *An establishment with no more than seventy-five percent (75%) of its total floor area devoted to storage and warehousing, that is not accessible to the general public. The remaining area may include retail and wholesale sales areas, sales offices, and display areas for products sold and distributed from the storage and warehousing areas.*
- OFFICE WAREHOUSE
- OFFICE RETAIL
- OFFICES, GENERAL BUSINESS AND PROFESSIONAL *A room or group of rooms used for the provision of executive, management and/or administrative services. Typical uses include administrative offices and services including real estate, insurance, property management, investment, personnel, travel, secretarial services, telephone answering, and business offices of public utilities, organizations and associations, but excluding medical offices.*
- OFF-STREET PARKING INCIDENTAL TO MAIN USE *Off-street parking spaces provided in accordance with the requirements of this Ordinance, located on the lot or tract occupied by the main use or within one hundred fifty feet (150') of such lot or tract, and located within the same zoning district as the main use or in an adjacent parking district.*
- OPEN STORAGE, DISPLAY, OR WORK AREAS FOR MERCHANDISE OR MACHINERY
- OUTDOOR RETAIL SALES DISPLAY- *Outdoor display of products that are incidental to the permanent business establishment. Products shall not obstruct ingress and egress to a building, obstruct fire lanes, interfere with vehicular circulation or sight distance, be located in landscaped areas, or extend into the right-of-way.*
- OPTICIAN OR OPTOMETRIST
- PARKING LOT STRUCTURE COMMERCIAL (AUTO) *An area or structure devoted to the parking or storage of automobiles for a fee which may include, in the case of a parking structure only, a facility for servicing automobiles provided that such facility is an internal function for use only by automobiles occupying the structure and that such facility creates no special problems of ingress or egress*
- PRINTING COMPANY
- PUBLIC BUILDING, SHOP OR YARD OF LOCAL, STATE OR FEDERAL AGENCY *Any building, land, area and/or facility (including maintenance/storage yards and shops) which is owned, leased, primarily used and/or occupied by any subdivision or agency of the following: the State of Texas, the United States, or other public utility or agency. Any facility which is owned, leased, used and/or occupied by the City of Lampasas are defined as "Municipal Facility or Use".*
- RADIO OR TELEVISION BROADCASTING WITHOUT TOWER
- REAL ESTATE OFFICE
- SCHOOL, BUSINESS *A for-profit business that offers instruction and training in a profession, service or art such as a secretarial or court reporting school, barber/beauty college or commercial art school, but not including commercial trade schools.*
- SCHOOL, COMMERCIAL, TRADE *A for-profit business that offers vocational instruction and training in trades such as welding, brick laying, machinery operation/repair, and similar trades.*
- SEASONAL USES (TEMPORARY)
- SILK SCREENING STUDIO OR TEE SHIRT SHOP

- SMALL ENGINE REPAIR SHOP *Shop for the repair of lawn mowers, chain saws, lawn equipment.*
- STUDIO FOR RADIO OR TELEVISION *A building or portion of a building used as a place for radio or television broadcasting.*
- TELEMARKEING AGENCY *An establishment which solicits business or the purchase of goods and/or services by telephone only. No sales of goods or services to the public occurs at or on the premises. No products are stored at or on the premises.*
- TELEPHONE BUSINESS OFFICE
- TELEPHONE EXCHANGE, SWITCHING OR RELAY OR TRANSMITTING STATION *A line for the transmission of telephone signals and a central office in which telephone lines are connected to permit communication but not including a business office, storage (inside or outside) or repair yards.*
- TINSMITH/SHEET METAL SHOP
- TOOL AND LIGHT EQUIPMENT RENTAL (INDOOR)
- TRACTOR SALES
- TRAVEL BUREAU OR TRAVEL CONSULTANT
- TROPHY SALES AND ENGRAVING
- VETERINARIAN HOSPITAL (INSIDE ANIMAL PENS ONLY)
- VETERINARIAN OFFICE ONLY (NO ANIMAL HOSPITAL)
- WATER RESERVOIR WELL OR PUMPING STATION
- WATER STAND PIPE OR ELEVATED WATER STORAGE

SECTION 30-C BUSINESS PARK ZONE 3 (HIGH INTENSITY) “BPZ3”

30C.1 GENERAL PURPOSE AND DESCRIPTION

The High Intensity District anticipates uses that are typical of an industrial zoning district with higher volume of traffic, possibly in the evening and weekend; noise generated from more intense manufacturing or assembly; and greater latitude for exterior finishes and outdoor storage of materials.

30C.2 PERMITTED USES:

1. Those uses specified in Section 35 (Use Charts).
2. All uses allowed in the “BPZ1” and “BPZ2” zoning districts.
3. Typical land uses might include: heavy manufacturing, material batching or mixing, warehousing, trade shop, food processing, logistics, welding or metal manufacturing, paint or repair shops, fabrication or propane storage.

30C.3 HEIGHT REGULATIONS

A. Maximum Height:

1. Occupied structure/buildings – no more than 70 feet in height.
2. Unoccupied structures (e.g., grain silos, elevated water storage etc., except communications antennae, see Section 41.5C) - No height limit unless adjacent to a residential zoning district (SF-20, SF-10, SF-8, SF-6, SF-PH, 2F, SFA, MF-1, MF-2 and MH); whereas additional setback (i.e., front, side, rear yard) distance must be provided from the residential zoning district boundary line of one (1) additional foot for each two feet that such structures exceed thirty-five feet (35')

30C.4 AREA REGULATIONS

A. Size of Yards:

1. **Minimum Front Yard** – Twenty-five feet (25')
2. **Minimum Side Yard** - Fifteen feet (15'); twenty feet (20') if adjacent to a street
3. **Minimum Rear Yard** - Twenty feet (20')

B. Minimum Main Building per lot shall be 3,000 square feet.

C. Maximum Lot Coverage: Seventy-five percent (75%).

D. Parking Regulations:

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

30C.5 SPECIAL REQUIREMENTS

- A. For site plan requirements, see Section 40.
- B. Temporary Portable Buildings are not allowed in the BPZ3 District
- C. Open Storage shall not exceed 25% of the lot area. Open storage shall not occupy any required parking space(s), traffic circulation, and/or fire lane(s).
- D. Outdoor Retail Sales Display are allowed in the BPZ3 District.
 - Outdoor retail sales is defined as products that are incidental to the permanent business establishment. Products shall not obstruct ingress and egress to a building, obstruct fire lanes, interfere with vehicular circulation or sight distance, be located in landscaped areas, or extend into the right-of-way.
- E. **Other Regulations:** As established in the Development Standards, Sections 36 through 44.

Business Park “BP” 3

Permitted in District

- ANY USE WHICH COULD POTENTIALLY CREATE A PROBLEM TO THE ENVIRONMENT DUE TO EMISSIONS, VISUAL QUALITY, ODOR, NOISE, HAZARD OR SIMILAR FACTORS
- ALL PERMITTED USES IN BP 1 AND BP 2
- AUTO PAINTING OR BODY REBUILDING SHOP
- BOTTLING WORKS
- CEMENT OR HYDRATED LIME PLANT
- CLEANING PLANT (COMMERCIAL OR WHOLESALE)
- CONCRETE OR ASPHALT BATCHING PLANT (PERMANENT)
- DISTRIBUTION CENTER *Building or facility used for the storage and distribution of wholesale items/products.*
- DYEING OR LAUNDRY PLANT (COMMERCIAL)
- MANUFACTURED OR INDUSTRIALIZED HOME MANUFACTURING
- MOTOR FREIGHT COMPANY A company using trucks or other heavy load vehicles to transport goods, equipment and similar products. Includes companies that move residential or commercial belongings.
- PROPANE SALES (RETAIL)
- WELDING OR MACHINE SHOP

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City ManagerITEM NO. 1.7

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

Subject:

Public hearing to receive citizen comments to consider a request to rezone property being 151.64 acres out of the Daniel Stanley Survey, Abstract 0631, more specifically being the Lampasas Economic Development Corporation Business Park located on South U.S. Highway 183 from an area zoned Agricultural “AG” to Business Park Zone 1 “BPZ1”, Business Park Zone 2 “BPZ2” and Business Park Zone 3 “BPZ3”

Requested By: Becky Sims, City Secretary/Zoning Administrator**Submitted By:** Becky Sims, City Secretary/Zoning Administrator**Date Submitted:** August 10, 2023**For the Agenda of:** August 14, 2023**Procurement and Funding Statement:**

N/A

Attachments:

Request to rezone property being **151.64 acres** out of the Daniel Stanley Survey, Abstract 0631, more specifically being the Lampasas Economic Development Corporation Business Park located on South U.S. Highway 183 from an area zoned **Agricultural “AG” to Business Park Zone 1 “BPZ1”, Business Park Zone 2 “BPZ2” and Business Park Zone 3 “BPZ3”**

Lot 1- 7.526 acres –BP1- Low Intensity

Lot 2- 3.703 acres- BP2- Medium Intensity

Lot 3- 9.762 acres- BP3-High Intensity

Lot 4- 98.81 acres- Split between BP2 Medium (Business Blvd. Frontage) & BP3 High Intensity

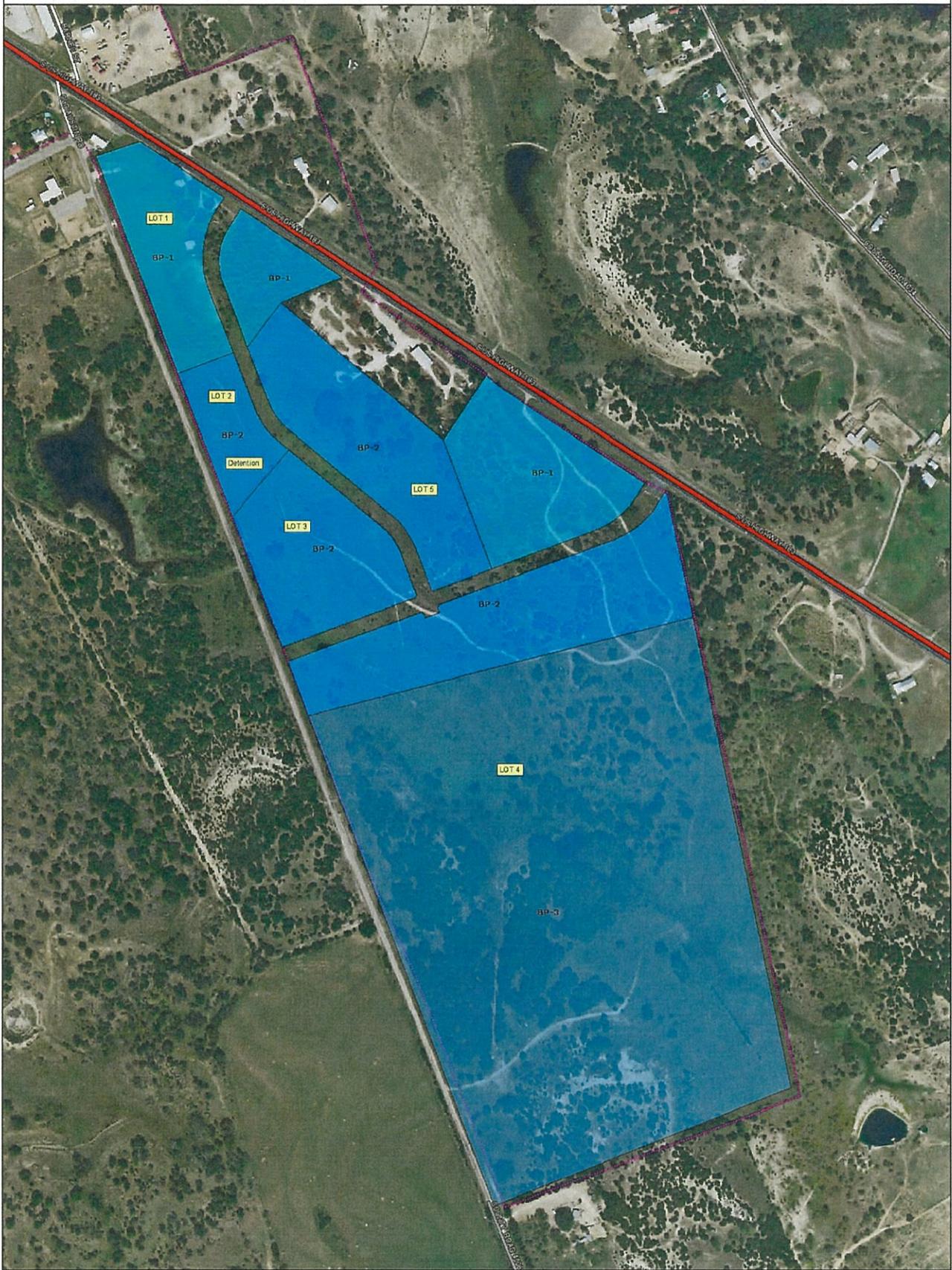
Lot 5- 25.192 acres Split between BP1-Low (183 Frontage) & BP-2 Medium Intensity

Planning Commission did recommend approval at the August 3, 2023 meeting.

Recommendation:

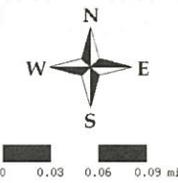
Discussion only

Zoning Map of Lampasas Business Park



- | | |
|--------------------|--------------------------------|
| US Hwy | TxRRC Railroad |
| FM Road | Business Park-1 |
| City Street Labels | Business Park-2 |
| City Streets | Business Park-3 |
| County Road | Extra-territorial Jurisdiction |
| Private Road | 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.



03/06/23 11:47
Scale is 1 in = 400 ft



City ManagerITEM NO. 1.8

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

Subject:

Public hearing to receive citizen comments regarding a request to institute voluntary annexation proceedings to enlarge and extend the boundary limits of the City to include the following described territory, Being 12.74 acres of land out of the James Easley Survey, ABST No. 185, Lampasas County, Texas and being a part of that tract described in a Special Warranty Deed to the David and Karen Love Living Trust dated November 12, 2018 and recorded in Volume 550, page 125 of the Deed Records of Lampasas County

Requested By: Becky Sims, City Secretary/Zoning Administrator

Submitted By: Becky Sims, City Secretary/Zoning Administrator

Date Submitted: August 10, 2023

For the Agenda of: August 14, 2023

Procurement and Funding Statement:

Attachments: Request & Petition to Annex, Public Hearing Notice, Service Plan

Summary Statement:

Ron Kuker filed the petition for Voluntary Annexation on July 17, 2023. Legislation has changed regarding the voluntary annexation process. Council is no longer required to grant the petition to proceed with the Public Hearing. The change to the law has granted a more expediate process for Voluntary Annexation. The subdivision is 12.74 acres of land and the owner has requested that proceeding the annexation that the property be zoned multi-family-2 apartments. Staff has published the public hearing in the newspaper and sent the required certified letters to the various entities per Local Government Code §43.0673.

Recommendation:

Discussion only

COUNTY OF LAMPASAS

§

STATE OF TEXAS

§

§

REQUEST AND PETITION TO THE CITY COUNCIL OF THE CITY OF LAMPASAS, TEXAS, FOR ANNEXATION OF SPARSELY OCCUPIED PROPERTY

WHEREAS, the undersigned is the owner of a certain tract of property located within Lampasas County, Texas, such property more particularly described hereinafter by true and correct legal description (referred to herein as the "Subject Property");

WHEREAS, the undersigned has sought the annexation of the Subject Property by the City of Lampasas, Texas, (hereinafter sometimes referred to as "City") in order to obtain the benefits of City services to the Subject Property by the City;

WHEREAS, the subject property is contiguous and adjacent to the corporate limits of the City, is one-half mile or less in width, and is occupied by fewer than three (3) persons; and,

WHEREAS, the undersigned agrees and consents to the annexation of the Subject Property by the City and further agrees to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted;

NOW THEREFORE, the undersigned by this Petition and Request:

SECTION ONE: Requests the City Council of the City of Lampasas to commence annexation proceedings and to annex into the corporate limits of the City of Lampasas, Texas, the Subject Property described as follows:

Annexation Tract 1: Exhibit "A" [Being 12.74 acres of land out of the James Easley Survey, ABST No. 185, Lampasas County, Texas and being a part of that tract described in a Special Warranty Deed to the David and Karen Love Living Trust dated November 12, 2018 and recorded in Volume 550, page 125 of the Deed Records of Lampasas County]

SECTION TWO: Requests that, after annexation, the City provide such services as are legally permissible and provided by the City, including sanitation, water and general governmental services.

SECTION THREE: Acknowledges and represents having received, read and understood the attached Draft Service Plan [See Exhibit "B," (proposed to be applicable to and adopted for the Subject Property) and that such Draft Service Plan is wholly adequate and acceptable to the undersigned who hereby requests the City Council to proceed with the annexation and preparation of a final Service Plan and publish notice and hold the requisite public hearings thereon, in accordance with the applicable laws of the State of Texas.

SECTION FOUR: Acknowledges that the undersigned understands and agrees that all City services to the Subject Property will be provided by the City on the same terms and conditions as provided to other areas of the City and as provided in the Service Plan.

SECTION FIVE: Agrees that a copy of this Petition and Request may be filed of record in the offices of the City of Lampasas and in the real property records of Lampasas County, Texas, and shall be notice to and binding upon all persons or entities now or hereafter having any interest in the Subject Property.

FILED, this 17 day of July, 2023, with the City Secretary of the City of Lampasas, Lampasas County, Texas.



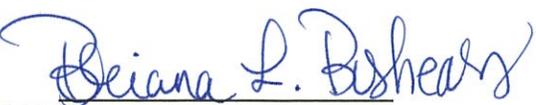
[Applicant]

[Address]

State of Texas §
 §
County of Lampasas §

Ron Kuker **BEFORE ME**, the undersigned authority, on this day personally appeared _____, and acknowledged that (s)he has executed the foregoing document, for the purposes and consideration therein expressed and, in the capacity, therein stated.

GIVEN UNDER MY HAND AND SEAL of office this 17th day of July, 2023.

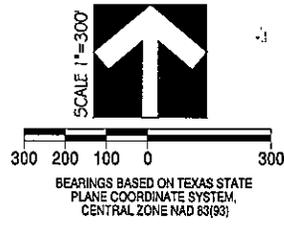
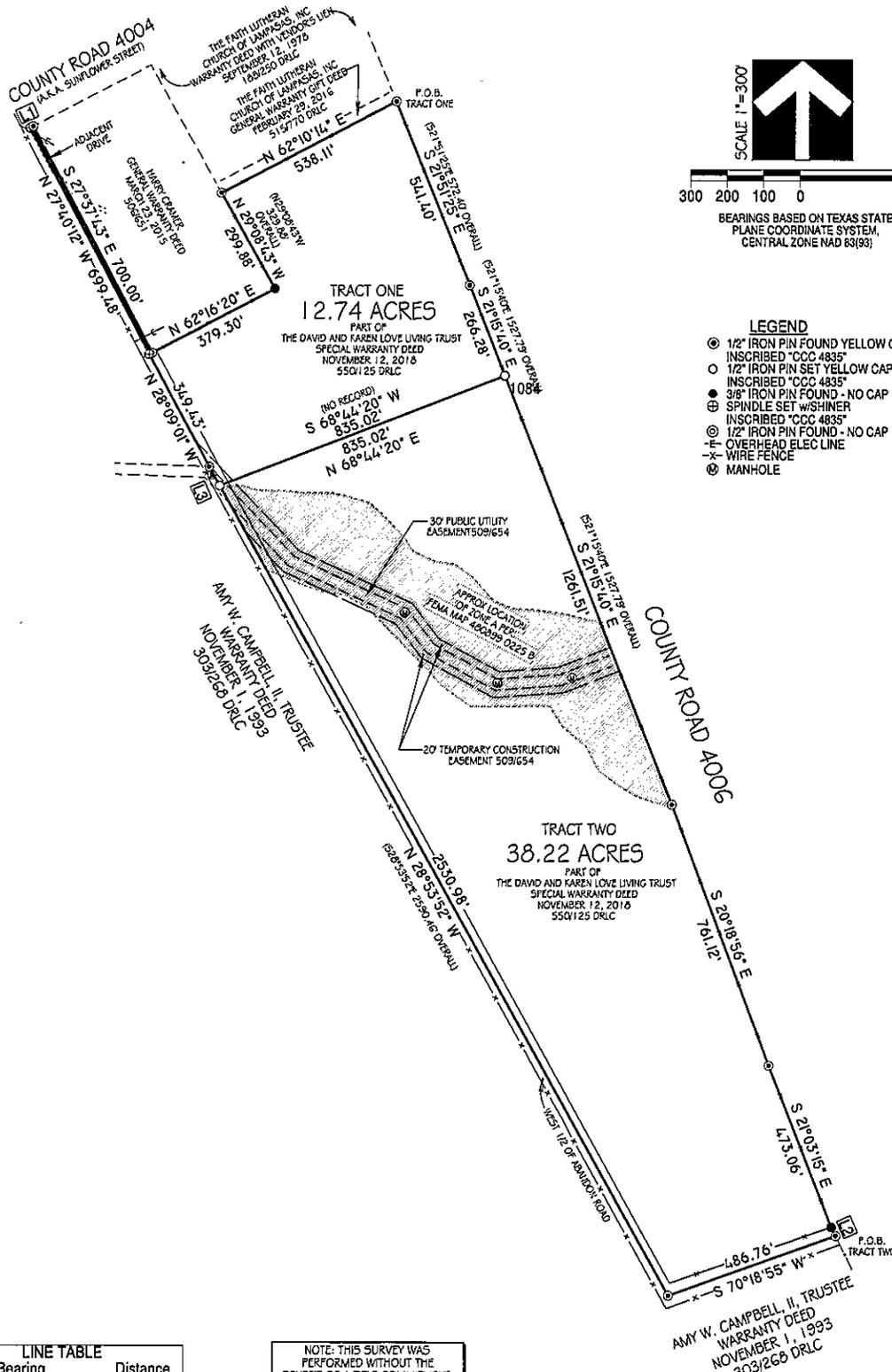


Briana L. Boshears



Notary Public in and for the
State of Texas

EXHIBIT **A**



- LEGEND**
- ⊙ 1/2" IRON PIN FOUND YELLOW CAP INSCRIBED "CCC 4835"
 - 1/2" IRON PIN SET YELLOW CAP INSCRIBED "CCC 4835"
 - ⊕ 3/8" IRON PIN FOUND - NO CAP SPINDLE SET W/SHIMMER INSCRIBED "CCC 4835"
 - ⊙ 1/2" IRON PIN FOUND - NO CAP
 - T- OVERHEAD ELEC LINE
 - X- WIRE FENCE
 - ⊙ MANHOLE

LINE TABLE		
Id	Bearing	Distance
L1	N 62°18'25" E	9.38'
L2	S 25°57'48" E	26.43'
L3	N 28°53'52" W	59.48'

L3 RECORD: N28°53'52"W 2590.46' OVERALL

NOTE: THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. OTHER EASEMENTS OR RESTRICTIONS NOT SHOWN HEREON MAY APPLY.

NOTE: ALL CALLS ARE RECORD EXCEPTS AS SHOWN

Triple C Surveying Co.
 21214 FM 963 - Lampasas, Texas 76550
 (512) 845-5440 email: admin@triplecsurveying.com
 www.triplecsurveying.com Firm No. 10193916

STATE OF TEXAS § KNOW ALL MEN BY THESE PRESENTS
 COUNTY OF LAMPASAS § I, CLYDE C. CASTLEBERRY, JR. FOR TRIPLE C SURVEYING CO. HAVE THIS DATE CAUSED TO BE PERFORMED AN ON-THE-GROUND SURVEY UNDER MY SUPERVISION OF THE FOREGOING PLATTED TRACT OF LAND AND TO THE BEST OF MY KNOWLEDGE AND BELIEF THERE ARE NO DISCREPANCIES, CONFLICTS, SHORTAGES OF AREA, ENCROACHMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE AND THAT SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY EXCEPT AS SHOWN HEREON.

THIS AREA IS SHOWN TO BE IN ZONE X & A PER FEMA'S FLOOD INSURANCE RATE MAP #480899 0225 B DATED JANUARY 2, 1991 HOWEVER AT PRESENT TIME, NO ELEVATIONS, DRAINAGE OR FLOOD STUDIES HAVE BEEN PERFORMED AND THE INFORMATION IS BASED SOLELY ON SAID MAP/PLAT. THE SURVEYOR DOES NOT ASSUME RESPONSIBILITY AS TO ANY INFORMATION PROVIDED BY SAID MAP/PLAT. THIS FLOOD STATEMENT DOES NOT IMPLY THAT THIS PROPERTY AND/OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE.



Witness my hand and seal this the 25th day of January, 2023.

TRACT ONE – 12.74 ACRES

BEING 12.74 acres of land out of the James Easley Survey, Abstract No. 185, Lampasas County, Texas, and being a part of that tract described in a Special Warranty Deed to The David and Karen Love Living Trust dated November 12, 2018 and recorded in Volume 550, Page 125 of the Deed Records of Lampasas County and described by metes and bounds as follows:

BEGINNING at a 1/2" iron pin with a yellow plastic cap inscribed "CCC 4835" found in the west margin of County Road 4006 for the southeast corner of that tract described in a Gist Warranty Deed to The Faith Lutheran Church of Lampasas, Inc. dated February 29, 2016 and recorded in Volume 515, Page 770 of said deed records and being the northeast corner of this tract;

THENCE: with the east line of said Love tract and the west margin of County Road 4006 the following courses and distances:

1. S 21°51'25" E 541.40 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CCC 4835" found,
2. S 21°15'40" E 266.28 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CCC 4835" set for the southeast corner of this tract,

THENCE: S 68°44'20" W 835.02 feet across said Love tract to a 1/2" iron pin with a yellow plastic cap inscribed "CCC 4835" set in the west line of said Love tract and being the southwest corner of this tract,

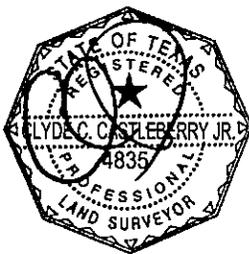
THENCE: with the west line of said Love tract the following courses and distances:

1. N 28°53'52" W 59.48 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CCC 4835" found,
2. N 28°09'01" W 349.43 feet to a spindle inscribed "J" found,
3. N 27°40'12" W 699.48 feet to a spindle inscribed "J" found for the most northerly northwest corner of said Love tract and this tract;

THENCE: with the north line of this tract the following courses and distances:

1. N 62°18'25" E 9.38 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CCC 4835" found,
2. S 27°37'43" E 700.00 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CCC 4835" found,
3. N 62°16'20" E 379.30 feet to a 3/8" iron pin with no cap found,
4. N 29°08'43" W 299.88 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CCC 4835" found,
5. N 62°10'14" E 538.11 feet to the Point of Beginning.

Bearings based on Texas State Plane Coordinate System, Central Zone NAD 83.



_____, January 25, 2023
Clyde C. Castleberry, Jr.
Registered Professional Land Surveyor No. 4835

Triple C Surveying Co.
PO Box 544
Lampasas, Texas 76550
www.triplecsurveying.com
Firm No. 10193916

**CITY OF LAMPASAS
MUNICIPAL SERVICE PLAN
FOR ANNEXATION OF 12.74 ACRES OF LAND ADJACENT TO THE CITY'S
MUNICIPAL LIMITS**

EXHIBIT B

INTRODUCTION

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

- 1) Being 12.74 acres of land out of the James Easley Survey, ABST No. 185, Lampasas County, Texas and being a part of that tract described in a Special Warranty Deed to the David and Karen Love Living Trust dated November 12, 2018 and recorded in Volume 550, page 125 of the Deed Records of Lampasas County

SCHEDULE OF MUNICIPAL SERVICES TO BE PROVIDED

FIRE

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

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

POLICE

Existing Services: None

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

BUILDING INSPECTION

Existing Services: Provide limited utility, fire and life safety inspection services.

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

PLANNING AND ZONING

Existing Services: None.

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

ENVIRONMENTAL HEALTH CODE ENFORCEMENT SERVICES

Existing Services: None.

Services to be Provided: Enforcement of the City of Lampasas' health and sanitation ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicles ordinances and animal control ordinances, shall begin within these areas within sixty (60) days of the effective date of the annexation. These services can be provided within the department's current staff and appropriation plans and/or budget.

LIBRARY

Existing Services: Currently, the Public Library is open to county residents with additional costs of services provided.

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

PARKS AND RECREATION

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

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

STREET

Existing Services: State of Texas/Lampapas County

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

STORM WATER MANAGEMENT

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

Services to be Provided: The City of Lampapas Street Department will continue to provide maintenance on existing drainage system, not maintained by the State of Texas upon the effective date of annexation. Routine maintenance will be scheduled as part of the City's annual street maintenance program in accordance with current policies and procedures. Developers will provide storm water drainage at their own expense and will be inspected by the City Engineers at time of completions. The City will then maintain the existing drainage facilities upon approval.

ELECTRIC SERVICE

Existing Services: Currently, the City of Lampapas serves the area to be annexed with electric service for a fee that is greater than that of the residents of the City.

Services to be Provided: The City of Lampapas will continue to provide electric service to the annexed area. Within thirty (30) days of the effective date of annexation, the same rate structure as that of the existing City residents will be applied.

STREET LIGHTING

Existing Service: None

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

TRAFFIC ENGINEERING

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

Services to be Provided: The Street Department will be able to provide, after the effective date of annexation, any additional traffic control devices as may be necessary.

The Building Official will provide all properties involved with City street designations and numeric addresses that comply with the City's street system, within 90 days of the effective date of annexation.

WATER SERVICE

Existing Services: City of Lampasas public water supply system at rural cost.

Services to be Provided: The City of Lampasas public water supply will continue to provide water service to the area in accordance with the applicable codes and departmental policy. When other property develops in the area, water service shall be provided in accordance with extension ordinances and City policies. Extension of service shall comply with City codes and ordinances and State law. Within thirty (30) days of the effective date of annexation, the same rate structure as that of the existing City residents will be applied.

SANITARY SEWER SERVICE

Existing Services: No services exist

Services to be Provided: Sanitary sewer service to the area of proposed annexation will be provided in accordance with applicable City codes and departmental policy. When property develops in the area, sanitary sewer service shall be handled in accordance with the present policies, codes and ordinances that apply to all residents of the City.

SOLID WASTE SERVICES

Existing Services: Rural service providers

Service to be Provided: Solid Waste Collection shall be provided to the area of annexation in accordance with the present ordinance. Service shall comply with existing City policies, beginning with occupancy of structures. Within ninety (90) days of the effective date of annexation, solid waste collection services will be provided in the same manner and cost as that of existing City residents.

MISCELLANEOUS

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

CAPITAL IMPROVEMENTS, AVAILABILITY AND LEVEL OF SERVICE

The annexed area will be included with all other areas of the City for future planning for any new or expanded facilities, functions, and services to be funded by future capital improvements programs. The priorities assigned by these plans are driven by a desire to maintain an equitable level of service to all areas of the City with the same population density, land used and topography characteristics.

Property Details

Account

Property ID:	176047	Geographic ID:	20185-180-000-10
Type:	Real	Zoning:	
Property Use:			
Location			
Situs Address:			
Map ID:		Mapsco:	M15
Legal Description:	ACR: 12.74 ABST: 0185 SURV: JAMES EASLEY LocCd:108		
Abstract/Subdivision:			
Neighborhood:			
Owner ⓘ			
Owner ID:	23071		
Name:	KUKER RONALD W ETUX DEBRA F		
Agent:			
Mailing Address:	PO BOX 934 LAMPASAS, TX 76550-3003		
% Ownership:	100.0%		
Exemptions:	For privacy reasons not all exemptions are shown online.		

Property Values

Improvement Homesite Value:	\$0 (+)
Improvement Non-Homesite Value:	\$0 (+)
Land Homesite Value:	\$0 (+)
Land Non-Homesite Value:	\$0 (+)
Agricultural Market Valuation:	\$244,610 (+)
Market Value:	\$244,610 (=)

Agricultural Value Loss: \$243,490 (-)

Appraised Value: \$1,120 (=)

Homestead Cap Loss: \$0 (-)

Assessed Value: \$1,120

Ag Use Value: \$1,120

VALUES DISPLAYED ARE 2023 PRELIMINARY VALUES AND ARE SUBJECT TO CHANGE PRIOR TO CERTIFICATION.

Information provided for research purposes only. Legal descriptions and acreage amounts are for appraisal district use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

Property Taxing Jurisdiction

Owner: KUKER RONALD W ETUX DEBRA F %Ownership: 100.0%

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
CAD	CAD	0.000000	\$244,610	\$1,120	\$0.00	
LAM	LAMPASAS COUNTY	0.467400	\$244,610	\$1,120	\$5.23	
R&B	ROAD & BRIDGE	0.114100	\$244,610	\$1,120	\$1.28	
SLA	LAMPASAS ISD	1.202900	\$244,610	\$1,120	\$13.47	

Total Tax Rate: 1.784400

Estimated Taxes With Exemptions: \$19.98

Estimated Taxes Without Exemptions: \$4,364.82

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN TO ALL INTERESTED PERSONS, THAT:

The City of Lampasas, Texas proposes to institute voluntary annexation proceedings to enlarge and extend the boundary limits of the City to include the following described territory, to-wit:

Being 12.74 acres of land out of the James Easley Survey, ABST No. 185, Lampasas County, Texas and being a part of that tract described in a Special Warranty Deed to the David and Karen Love Living Trust dated November 12, 2018 and recorded in Volume 550, page 125 of the Deed Records of Lampasas County

A Public Hearing will be held by and before the City Council of the City of Lampasas, Texas, on August 14, 2023, beginning at 6:00 p.m., in the City Council Chambers of the Jack Calvert Municipal Building, City of Lampasas, Texas, located at 302 East Third Street, Lampasas, Texas 76550, for all persons interested in the above proposed annexation area, are invited to attend and shall have the right to appear before the City Council and be heard. Of all said matters and things, all persons interested in the things and matters herein mentioned, will take notice.



July 26, 2023

Honorable Randy Hoyer
County of Lampasas
501 East 4th Street Ste. 103
Lampasas, Texas 76550

Dear Judge Hoyer,

The City Council of the City of Lampasas will hold a public hearing on Monday, August 14, 2023 and consider adopting a first and final reading of an Ordinance to voluntarily annex property for an area that is serviced by your organization. Local Government Code §43.0673 requires municipalities to give written notice of its intent to annex to public entities. The area of proposed annexation consists generally of the following:

Being 12.74 acres of land out of the James Easley Survey, ABST No. 185, Lampasas County, Texas and being a part of that tract described in a Special Warranty Deed to the David and Karen Love Living Trust dated November 12, 2018 and recorded in Volume 550, page 125 of the Deed Records of Lampasas County

The Public Hearing is open to the public and will provide all interested in the annexation an opportunity to be heard. The date and time of the public hearing is Monday, August 14, 2023 at 6:00 p.m. The location for such public hearing is the City Council Chambers located in the Jack Calvert Municipal Building at 302 East Third Street Lampasas, Texas. Notice of this public hearing has been published in the Lampasas Dispatch Record and which a copy is enclosed.

Also enclosed for your information are the Municipal Service Plan for the area of proposed annexation. The Municipal Service Plan provides for the extension of full municipal services to the area to be annexed by the same methods that it extends services to other areas of the municipality.

If you have any questions regarding this matter, please feel free to contact Becky Sims, City Secretary, at 512-556-6831.

Sincerely,

Becky Sims
City Secretary

Attachments: Municipal Service Plan
Notice of Public Hearing

MINUTES OF REGULAR MEETING OF THE GOVERNING BODY
OF THE CITY OF LAMPASAS, TEXAS
CALVERT MUNICIPAL BUILDING
CITY COUNCIL CHAMBERS

ITEM 2.1

302 E THIRD STREET

Monday, July 24, 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 Pearce presiding.

Council Members Present:

Zachary Morris
Chuck Williamson
Davis Keele
Cathy Kuehne
Charlie Pratus
Eric Hernandez

City Staff Present:

Finley deGraffenried, City Manager
Becky Sims, City Secretary
Monica Wright, IT Director
Ryan Ward, ACM
Jeff Smith, Fire Chief
Yvonne Moreno, Finance Director
Stacey Ybarra, EDC Director
Chris Eicher, Parks Director

Council Members Absent:

N/A

Beginning July 24, 2023, Workshop will be held at the mezzanine level at the Calvert Municipal Building

WORKSHOP SESSION

Mezzanine Level

1. Call to order Workshop Session

Mayor Pearce opened the workshop session at 5:30 p.m.

2. Discussion and recap from the June 17, 2023 Council Work Session

Council discussed the following regarding the Historic Colored School and New Hope Baptist Church

- *Both are historic landmarks within the city and hold an abundance of character and history*
- *The Historic Colored School would take minimal improvements to open to the community with the exception of a restroom.*
 - *Wall/Ceiling Finishes*
 - *Insulation*
 - *Window care for energy efficiency*
 - *New doors*
 - *Restroom*
- *The New Hope Baptist Church could potentially require substantial rehabilitation.*
 - *Structural Assessment*
 - *MEP Assessment*
 - *Rehabilitated Restrooms*
 - *New Doors*
- *At this time Council would like Staff to identify the following:*
 - *Vision for Buildings*
 - *Long Term Goals*
 - *Community Partnership*
 - *Contract Services*
 - *Long-Term Lease*
 - *Non-Profit Organizations*
 - *Deed Options*
 - *Benefits of or alternatives to structural assessment at a more reasonable rate*

Council discussed the following regarding the Hostess House

- 2021- 78 Reservations
- 2022-87 Reservations
- 21- cancelled due to COVID
- Community and destination location for birthdays, bridal showers, baby showers, weddings, class reunions, family reunions.
- Draw back or less than favorable feedback from guest is the non-usable kitchen area for warming food.
- Council would like Staff to review current rental rates. Conduct a comparison analysis across other municipalities. Continue to offer resident vs. non-resident rates. Be competitive with market and other towns; while being sensitive to the needs of the Lampasas Community.

Calvert Municipal Building continues to be used by organizations for business meetings. It is going well and Staff is able to accommodate.

Discussion and direction regarding meeting format, Governance Policy, and Short-Term Objectives.

- Council has no recommended changes or concerns regarding the Governance Policy. They understand and appreciate Council/Manager and Council/Staff relationships.
- Council reminded Staff to display stop-watch for Public Comments. They should be limited to 3:00 minutes, at Council discretion.
- Council is good with meeting preparation/ format and how business is conducted at meetings.
- Council prefers round table, work session format. Beginning July 24th, Council Workshop Session will be held at the mezzanine level of the Calvert Building and will reconvene at the Council Chambers once the Workshop Business has concluded.

Discussion and update regarding City of Lampasas FY2024 Budget and Department Goals.

- Initial Modifications have been made by Staff
- Projected Year End Projections and Initial FY 2024 amendments have been made accordingly.
- Initial budget rollout does not account for health insurance rates or compensation.
- Staff will seek council direction for capital priorities
- Staff will prepare for detailed roll-out July 24, 2023

Update on projects related to ARPA, 2021 CO Funding and Fund 40.

Ryan Ward, ACM reviewed the Capital Improvement Program (CIP) Project Schedule. He highlighted those projects that have been funded (including ARPA), awaiting funding, in design phase, currently under construction and those currently under review.

Due to time constraints Substandard Structures and Wayfinding Project updates will be presented at the July 24th City Council Meeting.

3. Discussion regarding FY 2023/2024 Budget

Finley deGraffenried, City Manager presented the following:

- Budget Status

- *Projected Year End and Initial FY 23/24 Budget is balanced with slight surplus*
- *Not in all cases; however, some Departmental capital expenses reduced based on historical budget amounts*
- *City will maintain aggressive Capital Program with use of Operating, ARPA and Certificate of Obligation Funds.*
- *Personnel Costs are budgeted flat*
- *Previous levels of Organizational funding has been included*
- *Budget Organization and Modification*
 - *General VS. Proprietary/Enterprise Fund*
- *Fund Balances*
- *Budget Notes*
 - *Revenue from Property & Sales Tax is approx. 12.1% of City's Revenue Budget*
 - *Utility fees account for approx. 53.7% of the City's Revenue Budget*
 - *Debt Service- Generally paid through Transfer to Fund 11 (Debt Service) and through the Interest & Sinking ("I&S") portion of property taxes*
 - *Salaries and Benefits are approx. 30.6% of the City's Expense Budget*
- *How we got there*
 - *Conservative Revenue*
 - *Capital Projects funded from Non-Operating Funds*
 - *Street Paving consistent with 2020 & before, levels*
 - *Paving Alternatives*
 - *Invest in large street projects (similar to 2nd Street) and limit the number of projects or invest in several smaller street projects.*
 - *Trimmed Department increases in meter replacements, SCAD and lift station improvements.*
 - *Increased tree trimming, PD Software and ammunition, Business Park Electric.*
- *Capital Projects and Funding Sources*
 - *American Rescue Plan Act ("ARPA")*
 - *Upper Pressure Plane, Business Park \$971,196.00 (completed)*
 - *Water Looping Projects (Samac, 2nd, 5th & 7th Streets) \$300,000.00*
 - *Water Relocation Project- Highway 281 South \$100,000.00 (completed)*
 - *Emergency Generation \$450,000.00*
 - *Fire Department Apparatus \$146,177.00 (completed)*
 - *Fund 62, 2022 CO Issue*
 - *Wastewater Plant, Pretreatment and Belt Press, \$3,000,000.00*
 - *Hostess House Rehabilitation \$800,000.00*
 - *Upper Pressure Plan Improvements \$1,000,000.00*
 - *WWW Shop/Lab Exterior Improvements \$250,000.00*
 - *Water Looping Live Oak \$250,000.00*
 - *Sewer Line Replacement Pecan Street \$250,000.00*
 - *Calvert Improvements, basement, exterior \$250,000.00*
- *Rural Transportation and Organization Funding*
 - *Funding Included- Historical Levels*
 - *Lampasas County WCID- \$10,000.00*

- *Heart of Texas Defense Alliance- \$5,800.00*
 - *Hill Country 100 Club - \$3,000.00.*
 - *Hill Country Children's Advocacy Center- \$3000.00*
 - *Lampasas County Higher Education Center \$8,500.00*
- *Organizations not currently funded:*
 - *Cooper Spring Nature Park*
 - *Council would like specific needs identified*
 - *Lampasas County Museum*
 - *Council would like specific needs identified*
 - *Hill Country Transit Rural Transportation*
 - *Possible cost share with County*
- *Workforce Retention, Compensation, Health Insurance and Human Resources to meet Council Priorities*
 - *Compensation increases and targeted adjustments*
 - *Council would like to see what 4% and 5% COLA might look like.*
 - *Health Insurance*
 - *Budget assumes 12% increase*
 - *Increased cost to the City FY 2023 compared to FY 2024 \$13,097.73/month, \$157,172.76/year*
 - *Slightly tighter network, able to maintain local providers*
 - *Employee Health Insurance INCREASE*
 - *CC30 Employee Only, No increase*
 - *HMO- Employee Only \$11.51/month increase*
 - *CC30 Employee & Spouse \$30.48/month increase*
 - *HMO Employee & Spouse \$39.38/month increase*
 - *CC30 Employee & Family \$43.39/month increase*
 - *HMO Employee & Family \$56.09/month increase*
 - *Consideration of additional FTE's to support Council priorities, efficiency and level of service to residents and businesses.*
- *Upcoming Dates*
 - *August 7th Special Called Meeting, pending Council approval*
 - *Selected Departmental Presentations*
 - *Renewal of S&W Health Plan*
 - *Proposed Tax Rate*
 - *Budget Modifications*
 - *August 14th- Regular Meeting*
 - *Budget Workshop- status & modifications*
 - *August 28th- Regular Meeting*
 - *Discussion and finalize FY23/24 Budget*
- *Council member Kuehne would like Staff to re-visit Short Term Rental Regulations*

4. Discussion regarding Solar Eclipse Event

Finley deGraffenried, City Manager presented the following:

- *Previous Actions*
 - *Identified Viewing Sites*
 - *Staff & Public Safety Deployment*
 - *Protection of Assets*
 - *park bathrooms, irrigated areas of the park, wastewater treatment plant, public health & sanitation, and traffic management*
- *Site Management (580 Sports Park)*
 - *Largest Viewing Site (proposed over 2,000 parking spaces)*
 - *Option to limit access to 1000 vehicles or less*
 - *Cut Costs*
 - *Limit liability, congestion*
 - *Limit # of sanitary restrooms*
 - *Fundraising Opportunity- Local Organizations to manage site (may require Staff to define expectations, responsibilities, liability, emergency response etc.)*
 - *Parking*
 - *Vendors*
 - *Oversight*
 - *Reduced Security*
 - *Maintain track for contracted parking and security management*
 - *Combination of supplemental security with limited attendance and local organization oversight.*
 - *Portable Sanitary Restrooms*
 - *Methodology*
 - *Various ratios and projected attendance (not precise)*
 - *Only anecdotal research by Staff from other communities regarding attendance and impact.*
 - *Overprepared v underprepared/perception*
 - *Exposures and risks*
 - *Over expenditure*
 - *Loading impact to Wastewater Treatment Facility*
 - *Environmental impacts*
 - *Lack of other public restrooms*
 - *Airport Fly-in requested by Airport Advisory Board*

Council would like Staff to reach out to organizations about site management, limit parking spaces to 1000, obtain a new quote for portable restrooms and to close Airport by NOTAM, too much liability and not enough room to house planes.

5. Discussion regarding Chamber of Commerce Visitor Center FY 2023/2024 Budget

Melissa Unger, Chamber Executive Director presented the Chamber of Commerce Visitor Center FY 2023/2024 Budget:

- *Administrative Fees: Increase from \$38,000.00 to \$43,000.00 for salaries*
- *Building Cost- Maintenance/insurance: Increased to \$2,500.00*

- Copier/Copies- Increased to \$1,900.00
- Postage: Increased to \$620.00
- General Supplies: Increased to \$500.00
- Phones & IT Budget- Decreased to \$1,300.00
- Annual Visitor Center Dues: No Change
- Hill Country Trail Region- Cancelled Services
- Lampasas Promotions/Visitor Center Brochures- \$3,750.00
- Visitor Center Seasonal Staff- Decreased to \$1,500.00
- Website Management: Increased to \$1,820.00
- Utilities: Increased \$1,400.00
- Tourism Conferences- Will submit when available

Event Funding

- Riata Roundup Rodeo & BBQ- \$7,250.00
- Lampasas County Wine Tour- \$2,000.00
- Hunter's Welcome \$1,750.00

Council had no questions pertaining to the FY 23/24 Council Chamber Visitor Center Budget.

6. Discussion and updates related to Substandard Structures

Becky Sims, City Secretary reported the following:

During the November 2022 Council Planning Session, Staff presented objectives and progress related to the Comprehensive Plan.

Council identified Code Enforcement as a priority. One of the action steps is to strengthen enforcement and incentives throughout the city to maintain the quality of neighborhood character and renovate older structures in disrepair. Council asked that Staff prepare a list of substandard properties and present to Council in January 2023.

At the January 9, 2023 Council meeting, Staff presented an inventory of approximately 40 homes, structures and/or lots that were in disrepair from fire, lack of maintenance or simply abandoned. Staff focused on those lots that had been affected by fire either partial or total loss.

Notices were sent in March 2023 to approximately 10 addresses that were identified as those affected by fire. All property owners have made contact with the City.

Improvements have been made to several homes and two have been demolished. One property owner has asked the City for assistance in demolishing their home, two homes from the substandard inventory list have been purchased and in the process of being rehabilitated and brought up to code.

In May- 10 Commercial properties were identified by Staff as substandard. No new update to report.

- *Staff will compile letters, inspection reports and pictures to provide notice to these property owners by the August 1st.*

Nineteen (19) letters were sent to the remaining residential property owners on July 24, 2023 along with inspection reports and pictures advising of the substandard conditions and seeking timeline for rehabilitation or demolition.

- *Staff will provide Council an update on these 19 at the August 28th City Council Meeting.*

Staff will also research contracts and or agreements to establish payment plans for those property owners whom cannot afford to rehabilitate or demolish the unsafe structures and seek assistance from the City. These good faith payments will assist in recouping costs until the land is sold and lien is satisfied.

7. Discussion and updates related to Wayfinding Project

Becky Sims, City Secretary reported the following:

October 2022- Council approved contract with Studio 16:19

November 15, 2022- Wayfinding Kick-Off Meeting

December-January – Data Collection

February 2023- Began bi-monthly meetings

February- Due Diligence

- *Reviewed Code of Ordinances, Sign Regulations, Comprehensive Plan*
- *Discussed Sign Inventory and Possible Sign Placement Opportunities*
- *Site Visit*

March

- *Reviewed modifications to the locations of the proposed signs based on the Highway 281 Project*
- *Reviewed downtown area for destination monumentation locations and all destinations to be specified.*
- *Coordinated with TxDOT district on the sign program and developing a dialogue around their specific requirements.*
- *Beginning schematic design for initial concepts for proposed sign types.*
- *Received first rendering for Gateway and Wayfinding signs.*

April- Staff walked Key Avenue and downtown with consults to discuss sign placement and quick wins.

May- Received Updated Schematic Design Package

- *Overall Base Map*
- *Historic Downtown Wayfinding Signage Locations*
- *Downtown Signage Locations Photo Array*
- *Preliminary Signage Concepts & Imagery*

July 2023- Received updated Schematic Design Package based on feedback from Staff.

Currently pending Staff review and feedback to consultants.

8. Discussion regarding any item on the regular agenda

There was no discussion.

9. Adjourn Workshop Session

Mayor Pro-Tem Morrison moved to adjourn workshop at 7:28 p.m., the motion was seconded by Council member Keele and with unanimous vote, the motion carried.

Without objection Council took a 10-minute break

**REGULAR SESSION
Council Chambers**

ANNOUNCEMENTS

A. Call to Order

Mayor Pearce called the Regular Session to order at 7:38 p.m.

B. 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

C. Presentations and Proclamations

Swearing In Ceremony by Judge Gradel for new City of Lampasas Police Officers

Christopher Isaac Alford



Delana Fritz



Service Recognition- Justin McDonald- 10 years

	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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There were no citizen comments

2.0	MINUTES
2.1	Discussion and possible action concerning the approval of minutes of the Regular Meeting held on July 10, 2023

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

2.2	Discussion and possible action concerning the approval of minutes of the Council Work Session held on July 17, 2023
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Mayor Pro-Tem Morrison moved to approve the minutes as presented; the motion was seconded by Council member Keele, with Council member Kuehne abstaining, the motion carried.

3.0	CONSENT AGENDA
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4.0	BOARDS/DEPARTMENT REPORTS
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Chris Eicher, Parks Director presented his annual report,

Departmental Staff

- Parks Director – Chris Eicher
- Parks Secretary – Vicki Tower
- Parks Superintendent – Jessie Acosta
- Park Technicians – Dave Paddie, John Grantland, Abel Palacio and Rodney Kepler
- Cemetery Crew Leader- Duane Griffith
- Cemetery Care Takers- Jacob Rivera and Josh Palacio
- Sports Facilities Crew Leader- Steven Knowlton
- Sports Facility Technicians- Marcial Chapa and Nick Geagley
- 27 Seasonal Pool Staff- 1 Pool Manager, 2 Assistant Pool Managers, 2 Grounds Maintenance Personnel, 22 lifeguards/cashiers

Overview of Areas Maintained: 600 Acres +/-

- 580 Sports Complex
- Ave A Park
- Campbell Park and Hanna Pool
- City Hall Complex
- College St Park, Colored School and New Hope Church

- Cook Cemetery
- Cooper Springs Nature Park
- Gavin Garrett Soccer Complex
- Goodrich Tennis Courts
- Hancock Park, Pool and Pavilion
- Head Start and Senior Center
- Hostess House
- Library
- Municipal Airport
- Oak Hill Cemetery
- Sueann Park
- Turner Complex
- WM Brook Park

Completed Projects: Skatepark and Cemetery Pole Barn

2022-2023 Projects in Progress

- Hike and Bike Trails @ 580 Sports Complex
- 18 Hole Disc Golf Course @ 580 Sports Complex
- Outdoor Fitness Equipment @ 580 Sports Complex
- 10X20 Pavilion @ Campbell Park Skatepark
- Improved Parking Along Hackberry St for Cooper Spring Nature Park and Campbell Park
- Split Rail Cedar Fencing @ Hancock Spring Bathhouse
- Planning For 2024 Eclipse

2023 Pool Events

- Dive In Movie @ Hanna Pool on June 16th
- Moonlight Swim Event @ Hancock Pool on June 23rd
- Dive In Movie @ Hanna Pool on July 14th
- Moonlight Swim @ Hanna Pool on July 21st
- Numerous Pool Parties and Youth/ Church Gatherings & Baptisms

Lampasas Municipal Airport Projects

- Working With TxDOT on Airport Layout Plan (It is our understanding that TxDOT has executed a contract with Parkhill Smith and Cooper to begin design phase)
- Replacement of AWOS System (Staff was contacted by our TxDOT planner to inform us that our current system is outdated and due for replacement. The new system is estimated to cost \$150,000. This would be a 90/10 grant through TxDOT, only costing the city an estimated \$15,000)

2023 Calendar of Events for All Park Areas

- October - LAFTA Boots and Blazers Event, Squared Silly, Go Texan BBQ Cook Off, Fall Fest
- November - Hunters Welcome, City Wide Garage Sale
- December – Carol of Lights, Christmas on The Creek
- January – Bark for Life, Removal of All Christmas Decorations
- April – LAFTA Kids Event, Easter Egg Hunts, Riata Roundup & LTX BBQ Cook Off
- May – Both Pools Open for The Season, Promenade
- June – ATLAS 4000, Kidfish and Camping Event, Sulphur Creek Car Cruise, Moonlight Swim, Dive In Movie
- July – Spring Ho, Moonlight Swim, Dive In Movie
- September – Begin Prep Work on Christmas Displays
- Numerous Weddings, Family Reunions, Birthday Parties, Sporting Events and Tournaments

5.0	ROUTINE MATTERS
5.1	City Manager’s Operational Report

City Manager deGraffenried reviewed his report:

- Conservation** Staff met with the General Managers from Kempner Water Supply Corporation (“KWSC”) and Central Texas Water Supply Corporation (“CTWSC”) on July 20th to review the status of water supply, raw water pumping, and conservation measures. As lake levels fall, and pumping becomes marginal, options are being considered to modify pumping and implement interconnections. Staff can report, our partners to the east are looking at every option possible to maintain current levels of water delivery. The City in implementing Stage 2 Water Conservation measures (“Plan”) has flagged high water consumers and reached out by phone to encourage compliance. Robyn also reports that door hangers will also be placed on homes where watering times or days are not in compliance with the Plan. Based on lake levels and lack of forecast rain in the near future, the Conservation Plan calls for implementation of Stage 3 measures which will include additional reductions in outdoor watering.
- LEDC** The Lampasas Economic Development Corporation met on July 19th with a full agenda including Business Park activity, land use and zoning, and utility updates. A majority of the agenda time was spent reviewing and suggesting modifications to the Business Park 1, 2, and 3 zoning districts. As with all land regulations, the enforceability of the ordinance can lie in the definitions of allowed uses, which can be tedious. The Board reviewed, and recommended submission to Council, of their FY 2023-2024 Budget of \$460,000.00, which will be placed on a future agenda. The Board also reviewed electric distribution design, and staff reported that materials had been ordered for overhead deployment on the exterior property lines.
- TPPA** Next week staff will attend the Texas Public Power Association (“TPPA”) annual meeting in San Antonio. TPPA represents the interests, and provides advocacy and education to the 72 Municipal owned utilities (“MOU”) in Texas, including several electric cooperatives. Agenda highlights include updates from the Public Utility Commission of Texas (“PUC”) and the Electric Reliability Council of Texas (“ERCOT”), and legislative reports from the recent session. Staff will report as appropriate.
- Staff** Staff is pleased to recognize the following employees who began their City of Lampasas careers in July: Robert Gradel, 28 years; Justin McDonald, 10 years; Wayne Sanders, 31 years; Jeff Smith, 4 years; Stephen Sewel, 11 years; and Jacob Rivera, 8 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 to approve a street dance hosted by the Lampasas County Museum as a fundraiser along with a street closure on Western between 2 nd and 3 rd Street from 2:00 pm to 10:00 pm. On September 16, 2023.
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Mayor Pro Tem Morrison moved to approve a street dance hosted by the Lampasas County Museum as a fundraiser along with a street closure on Western between 2nd and 3rd Street from 2:00 pm to 10:00 pm on September 16, 2023, the motion was seconded by Council member Keele, with a unanimous vote, the motion carried.

7.2	Discussion and possible action regarding approval of the Chamber of Commerce Visitor Center FY 2023/2024 Budget.
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Council member Kuehne moved to approve the Chamber of Commerce Visitor Center FY 2023/2024 Budget, the motion was seconded by Mayor Pro Tem Morrison, and with a unanimous vote the motion carried,

7.3	Discussion and possible action regarding the approval of additional services agreement with Reliance Architecture for the revised construction documents and full construction phase services in the amount of \$38,000.00.
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There was no action taken

7.4	Discussion and possible action regarding the approval of the 580 Sports Complex Multi-Purpose Trail System Design.
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Council member Keele moved to approve, deny or approve with modifications the trail design that has been submitted for Council consideration by the multi-trail system volunteer group, the motion was seconded by Council member Williamson

Mayor Pearce opened the floor for discussion.

Council member Kuehne inquired about the blue push pins on the layout if they were disc golf; Staff advised they were coordinates.

Mayor Pro Tem Morrison moved to approve the trail design that has been submitted for Council consideration by the multi-trail system volunteer group, the motion was seconded by Council member Williamson and with a unanimous vote, the motion carried.

Adjourn- Mayor Pro Tem Morrison moved to adjourn at 8:20 p.m., the motion was seconded by Council member Kuehne and with a unanimous vote, the motion carried.

PASSED AND APPROVED this _____ day of _____, 2023.

Herb Pearce, Mayor

ATTEST

Becky Sims, City Secretary

**MINUTES OF SPECIAL CALLED MEETING OF THE GOVERNING BODY
OF THE CITY OF LAMPASAS, TEXAS
CALVERT MUNICIPAL BUILDING
302 E THIRD STREET
Monday, August 7, 2023
5:00 p.m. Workshop Session**

ITEM 2.2

The City Council of the City of Lampasas met in a Workshop Session on the above date and time with Mayor Pearce presiding.

Council Members Present:

Zachary Morris
Chuck Williamson
Charlie Pratus
Cathy Kuehne
Eric Hernandez

City Staff Present:

Finley deGraffenried, City Manager
Becky Sims, City Secretary
Monica Wright, IT Director
Ryan Ward, ACM
Yvonne Moreno, Finance Director
Joe Adams, FD Deputy Chief
Stacey Ybarra, EDC Director
Chris Eicher, Parks Director
Van Sims, WWW Operations Manager
Frank Ellett, Building Official
Wayne Sanders, Electric Superintendent
Vicki Tower, Parks Secretary/HR Coordinator

Council Members Absent:

Davis Keele

WORKSHOP SPECIAL SESSION

1. Call to order Special Session

Mayor Pearce opened the workshop session at 5:00 p.m.

2. Discussion regarding the Proposed Tax Rate.

Yvonne Moreno, Finance Director advised had been working with Chief Appraiser at the Lampasas Central Appraisal District to finalize the City's tax rate calculation. The City is hopeful to report a voter approval rate of \$0.3049 and a No New Revenue Rate of \$0.2905. Council will be asked to consider a proposed tax rate at the August 14, 2023 meeting. At that time Council will also be asked to schedule a public hearing prior to adoption of tax rate. Council will be asked to adopt the FY23/24 Budget and tax rate at the September 11, 2023 Regular City Council Meeting.

3. Discussion and possible action to accept the Scott and White Health Insurance Rates for FY 2023/2024.

Mayor Pro-Tem Morris moved to approve the Scott & White Health Insurance renewal rates for the FY23/24, the motion was seconded by Council member Hernandez and with a unanimous vote, the motion carried. (Keele absent)

4. Discussion and possible action to accept the Principal Dental and Vision Rates for FY 2023/2024.

Mayor Pro-Tem Morris moved to approve the renewal rates from Principal for Dental and Vision Rates for FY23/24, the motion was seconded by Council member Hernandez and with a unanimous vote, the motion carried. (Keele absent)

5. Discussion and Possible Action concerning extending the Bank Depository Services Contract with Cadence Bank, formerly Bancorp South, to serve as the bank depository for the City for a two (2) year period ending June 30, 2025.

Council member Pratus moved to approve the extension of the depository contract with Cadence Bank for two additional years with the same terms, rates and services, the motion was seconded by Mayor Por-Tem Morris and with a unanimous vote, the motion carried. (Keele Absent)

6. Discussion and possible action regarding utilization of the 580 Sports Complex for the Solar Eclipse Event with a maximum vehicle capacity of 1000 parking spaces and amend the number of estimated portable sanitary restrooms.

Stacey Ybarra, EDC Director advised with minimizing available parking spaces at the 580 Sports Complex they can reduce the number of portable sanitary restrooms. Staff requested quotes from J-Bar Services, United Rentals and Rentals to Go. Staff recommends contracting with Rentals to Go. Staff, along with the Chamber of Commerce is prepared to begin meeting with local originations to gauge interest in site management opportunities for the 580 Sports Complex.

Council member Pratus moved to approve proposal from Rentals to Go to provide sanitary portable restrooms for the Solar Eclipse Event in April 2024 in an amount not to exceed \$32,000.00, the motion was seconded by Council member Kuehne and with a unanimous vote, the motion carried. (Keele absent)

7. Departmental Budget Presentations

- 5:00- Opening Comments
 - i. budget packets provided for each department presenting
 - ii. draft FY 23/24 budget was provided at the July 24th meeting
 - iii. At Council request additional departments can present at a future meeting
 - iv. No rate increases included in draft numbers
 - v. City is in a healthy financial position.
- 5:15- Street
 - i. Increase in engineering and surveying fees for FY 22/23 due to projects.
 - ii. Proposed increase in Street Maintenance line item from \$30,000 to \$100,000.
 - 1. Approximately 1.2 miles of overlays & inlays completed for FY22/23
 - iii. Street Capital Overlay proposed at \$450,000
 - 1. Council discretion to increase line item
 - 2. Consideration of cost to rebuild 2nd Street
 - 3. Citizen Collection Center
 - a. Staff to review Center Hours and Collection Rates
- 5:30- Water/Wastewater
 - i. Three department budgets- Water, Wastewater and Plant Operations
 - ii. Supplies and materials continue to increase each year
 - iii. No big projects scheduled for FY23/24
 - iv. Continue with looping projects
 - 1. Operational Budget and Additional Funding Sources
 - v. Additional pump at the tennis court lift station - Kline Whitis Area
 - vi. Future needs of 2 FTE's one for WWW Lab and one for Construction Crew.
 - vii. Future Sanitary Sewer GIS System
 - viii. Mr. Sims thanked Council on behalf of his staff regarding certification pay, wages and benefits.
- General Discussion regarding additional water sources
 - Sulphur Creek
 - Water Rights
 - Treatment

- Wells
 - Reservoirs
 - Rainwater Collection
- 5:50- Electric
 - i. Business Park Electric Design – less than projected
 - ii. Cost of materials/supplies continue to increase
 - iii. Excessive time frames for deliveries of service poles & transformers
 - iv. Increased tree trimming budget from \$150,000 to \$185,000- 6-year cycle for City. (10-man crew-8 weeks)
 - v. Scada System Upgrade
 - vi. Additional funding adding to equipment lease line item for Backyard Machine (machine used to change electric poles)
- 6:10- Parks
 - i. Requesting \$42,000 to replace a 1999 pickup
 - ii. Equipment shed for Parks Building- near future
 - iii. Future FTE needs in Parks Facilities and Cemetery
 - iv. Current FTE need in the Parks Secretary/HR Coordinator area
 - 1. Staff is to compile salary for new FTE
- 6:30- Police Department
 - i. Continuing building upkeep and maintenance
 - ii. Technology improvements and upgrades
 - iii. Still waiting for Investigator pick-up and PD Explorer to be delivered from the current budget.
 - iv. Per fleet replacement schedule we are on track for FY23/24 to replace the Animal Control 2014 Ford F-150 and Officer Hummers 2014 Chevy Tahoe.
- 6:50- Fire Department
 - i. Overall decrease from last year is due to the purchase of new apparatus.
 - ii. Increase to hand tools & small equipment
 - iii. Increase in equipment & maintenance due to regulatory testing
 - iv. Increase in travel and training due to additional Fire Marshal training
- 7:05- Finance- Utility Billing and Collection
 - i. Maintenance expenses increased due to INCODE upgrade to Cloud Based
 - ii. Increase in Professional Services due to audits & supplies due to costs
 - iii. Increase in hand tools & small equipment due to new credit card machines-transferring service to Tyler Payments
 - 1. Staff to review credit fees collected.
- 7:20-City Secretary/Building and Planning
 - i. City Secretary budget increased slightly due to salary & benefits
 - ii. Building Budget increased due to position moving from WWW to this budget, that includes gas, telephones and vehicle maintenance
 - iii. Shared need for Development Services Office (DSO)

Recap from all budget presentations

- Street Department- Capital Funding
- WWW- Options for Additional Water Sources/Funding
- Electric- 6-year cycle for tree trimming
- Parks- F150 Replacement/Shelter for Equipment/Possible FTE to relieve HR Staff from Park Secretary Duties.
- Finance- Credit Card Fee Assessment
- City Secretary/Building – DSO
- Present numbers for 3% & 4% COLA for Council consideration

8. Discussion and direction regarding modifications to the FY 2023/2024 Budget.

Budget Memo with modifications will be presented at the August 14th City Council Meeting.

9. Adjourn Special Session

Mayor Pro Tem Morris moved to adjourn special session at 6:50, Council member Pratus seconded the motion and with a unanimous vote, the motion carried. (Keele absent)

PASSED AND APPROVED this _____ day of _____, 2023.

Herb Pearce, Mayor

ATTEST

Becky Sims, City Secretary


City Manager

ITEM NO. 3.1

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

Subject:

Discussion and Possible Action regarding purchases and charges in excess of \$4,000 from July 1, 2023 to July 31, 2023.

Requested By: Yvonne Moreno, Finance Director

Submitted By: Yvonne Moreno, Finance Director

Date Submitted: August 8, 2023

For the Agenda of: August 14, 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 July 1, 2023 to July 31, 2023.

Recommendation:

Motion to approve by consent.

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02856	AEP ENERGY PARTNERS, INC. I-17521439529 AEP ELECTRIC	E	7/20/2023	203,474.56		000112		203,474.56
56260	LOWER COLORADO RIVER AUTHORITY I-EW17639 JUNE ELECTRIC	E	7/20/2023	489,877.20		000113		489,877.20
27050	IRS-PAYROLL TAXES I-T1 202307138352 FEDERAL WITHHOLDING I-T3 202307138352 FICA TAX I-T4 202307138352 MEDICARE TAX	D	7/14/2023	23,075.21 32,952.16 7,706.66		000193 000193 000193		63,734.03
27050	IRS-PAYROLL TAXES I-T1 202307278353 FEDERAL WITHHOLDING I-T3 202307278353 FICA TAX I-T4 202307278353 MEDICARE TAX	D	7/28/2023	22,144.66 32,063.56 7,498.82		000194 000194 000194		61,707.04
17865	COLONIAL LIFE & ACCIDENT I-AC1202306158346 ACCIDENT INSURANCE I-AC2202306298347 ACCIDENT INSURANCE I-AC3202306158346 ACCIDENT INSURANCE I-AC3202306298347 ACCIDENT INSURANCE I-CN1202306158346 CANCER INSURANCE I-CN2202306298347 CANCER INSURANCE I-HO1202306158346 HOSPITAL INCOME PREMIUM I-HO3202306158346 HOSPITAL INCOME - PRETAX I-HO3202306298347 HOSPITAL INCOME - PRETAX I-HOS202306298347 HOSPITAL INCOME - PRETAX I-LF3202306298347 UNIV/COL LIFE AFTER TAX I-LF7202306158346 NON-PRETAX LIFE INSURANCE I-LF8202306158346 AFTER TAX COLONIAL PRODUCTS I-LF8202306298347 AFTER TAX COLONIAL PRODUCTS I-LP1202306158346 PRETAX LPSD DISABILITY I-LP3202306158346 LPSD DISABILITY AFTERTAX I-LP3202306298347 LPSD DISABILITY AFTERTAX	R	7/06/2023	372.59 372.64 657.13 657.13 251.74 251.76 0.01 145.49 145.49 0.01 396.71 396.72 1,158.02 1,158.02 0.01 26.72 26.72		172271 172271 172271 172271 172271 172271 172271 172271 172271 172271 172271 172271 172271 172271 172271 172271 172271		6,016.91
47585	KEMPNER WATER SUPPLY CORP I-05312023* WATER FOR MAY 2023	R	7/06/2023	71,530.33		172279		71,530.33
03376	PRINCIPAL LIFE INSURANCE COMPA I-202307058351 PRINCIPAL LIFE INSURANCE COMPA I-DN1202306158346 EMPLOYEE SHARE HEALTH INSUR I-DN2202306298347 EMPLOYEE SHARE HEALTH INSUR I-GDC202306298347 DENTAL INSURANCE PREMIUM I-GDE202306298347 DENTAL INSURANCE PREMIUM I-GDF202306298347 DENTAL INSURANCE PREMIUM I-GDS202306298347 DENTAL INSURANCE PREMIUM I-GVC202306298347 VISION INSURANCE PREMIUM I-GVE202306298347 VISION INSUR PREMIUM	R	7/06/2023	297.19 776.40 776.40 981.84 997.20 1,493.64 606.60 137.20 267.12		172280 172280 172280 172280 172280 172280 172280 172280 172280		

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
I-GVF202306298347	VISION INSURANCE PREMIUM	R	7/06/2023	243.88		172280		
I-GVS202306298347	VISION INSURANCE PREMIUM	R	7/06/2023	101.55		172280		
I-VS1202306158346	EMPLOYEE SHARE HEALTH PLAN	R	7/06/2023	87.06		172280		
I-VS2202306298347	EMPLOYEE SHARE HEALTH INSUR	R	7/06/2023	87.06		172280		6,853.14
74775	SCOTT & WHITE HEALTH PLAN							
I-202307058350	SCOTT & WHITE HEALTH PLAN	R	7/06/2023	7,288.24		172295		
I-CCC202306298347	HEALTH INSURANCE PREMIUM	R	7/06/2023	7,394.30		172295		
I-CCE202306298347	HEALTH INSURANCE PREMIUM	R	7/06/2023	10,690.20		172295		
I-CCF202306298347	HEALTH INSURANCE PREMIUMS	R	7/06/2023	4,617.85		172295		
I-CCS202306298347	HEALTH INSURANCE PREMIUM	R	7/06/2023	4,127.70		172295		
I-HE1202306298347	HEALTH INSURANCE PREMIUM	R	7/06/2023	8,726.49		172295		
I-HEA202306158346	EMPLOYEE SHARE HEALTH INSURANC	R	7/06/2023	11,941.42		172295		
I-HEC202306298347	EMPLOYEE SHARE HEALTH INSURANC	R	7/06/2023	11,941.42		172295		
I-HI1202306298347	CITY HEALTH INSURANCE	R	7/06/2023	15,446.34		172295		
I-HID202306298347	CITY HEALTH INSURANCE	R	7/06/2023	16,447.35		172295		
I-HIE202306298347	EMPLOYEE CITY HEALTH CONTRIB	R	7/06/2023	23,165.56		172295		121,786.87
84250	TEXAS MUNICIPAL RETIREMENT SYS							
I-TMR202306018333	RETIREMENT CONTRIBUTIONS	R	7/06/2023	57,306.64		172296		
I-TMR202306018337	RETIREMENT CONTRIBUTIONS	R	7/06/2023	1,160.76		172296		
I-TMR202306158346	RETIREMENT CONTRIBUTIONS	R	7/06/2023	59,466.29		172296		
I-TMR202306298347	RETIREMENT CONTRIBUTIONS	R	7/06/2023	58,052.12		172296		175,985.81
03626	LC PAVING & CONSTRUCTION LLC							
I-NO 1 06262023	WATER LINE RELOC. APP #1	R	7/07/2023	132,770.25		172297		
I-NO 2 06302023	WATER LINE RELO APP #2	R	7/07/2023	14,752.25		172297		147,522.50
02860	FUELMAN							
I-BG2095664	FUELMAN-JUNE	R	7/14/2023	15,496.09		172361		15,496.09
01179	HARRISON CONSTRUCTION CO							
I-06062023	ROAD BASE	R	7/14/2023	590.00		172365		
I-06072023 BROWN ST	3/8" ROCK	R	7/14/2023	850.00		172365		
I-06072023 SAND	MANUFACTURED SAND	R	7/14/2023	570.00		172365		
I-07052023 SAMAC LN	BASE MATERIAL	R	7/14/2023	5,015.00		172365		
I-07052023 SAND	SAND	R	7/14/2023	3,540.00		172365		10,565.00
47585	KEMPNER WATER SUPPLY CORP							
I-06302023	KWSC DEBT PAYMENTS	R	7/14/2023	19,146.97		172366		19,146.97
52200	LAMPASAS PUBLIC UTILITIES							
I-06302023	JUNE 2023	R	7/14/2023	45,909.22		172381		45,909.22

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02754	MASTERCARD							
I-000002357G	ANTHONY EXAM FEE	R	7/14/2023	113.75		172389		
I-00171G*	PIZZAS-HANNA CONCESSIONS	R	7/14/2023	139.89		172389		
I-00280G	PIZZAS-HANNA CONCESSIONS	R	7/14/2023	63.95		172389		
I-00405G	PIZZAS- HANNA CONCESSIONS	R	7/14/2023	117.91		172389		
I-00854G	PIZZAS- HANNA POOL	R	7/14/2023	179.86		172389		
I-01222G	COUNCIL DINNER	R	7/14/2023	159.98		172389		
I-01583G	PIZZAS-HANNA CONCESSIONS	R	7/14/2023	267.79		172389		
I-02010G	PIZZAS FOR CONCESSIONS	R	7/14/2023	164.41		172389		
I-02252G	PIZZAS FOR CONCESSIONS	R	7/14/2023	138.45		172389		
I-02345G	MOONLIGHT SWIM EVENT	R	7/14/2023	95.32		172389		
I-03087G	PIZZAS- CONCESSIONS	R	7/14/2023	227.82		172389		
I-06062023	WEBSITE STOCK IMAGES	R	7/14/2023	29.00		172389		
I-06072023	BARRIO HOTEL FOR TRAINING	R	7/14/2023	355.18		172389		
I-06102023	DONUTS FOR KIDFISH EVENT	R	7/14/2023	25.26		172389		
I-06122023	LUNCH DURING TRAINING	R	7/14/2023	188.70		172389		
I-06162023	CONST CONTACT, 4IMPRINT	R	7/14/2023	283.50		172389		
I-06162023*	TDI-SLIDE INSPECTION	R	7/14/2023	42.95		172389		
I-06212023	BASIC TELECOMMUNICATOR CO	R	7/14/2023	325.00		172389		
I-06232023	HOTEL PARKING FOR TRAININ	R	7/14/2023	176.37		172389		
I-06242023	WATER	R	7/14/2023	6.00		172389		
I-11981	CURTIS HOTEL STAY FOR TRA	R	7/14/2023	945.40		172389		
I-12303	LOEVE HOTEL STAY FOR TRAI	R	7/14/2023	841.32		172389		
I-1333957873	DOMAIN NAME RENEWAL	R	7/14/2023	47.98		172389		
I-146330	ORIENTATION FOR NEW COUNC	R	7/14/2023	390.00		172389		
I-1547540A	LODGING	R	7/14/2023	621.60		172389		
I-4412	PHOTO CONTEST PRIZES	R	7/14/2023	159.97		172389		
I-4539	MUNICIPAL LAW MANUAL	R	7/14/2023	139.00		172389		
I-4540	MUNICIPAL CLERKS HANDBOOK	R	7/14/2023	119.00		172389		
I-DS001218415	DROPSEND LITE	R	7/14/2023	45.00		172389		6,410.36
91599	VERIZON WIRELESS							
I-9937466779	TELEPHONE SERVICES	R	7/14/2023	4,311.39		172401		4,311.39
02976	WASTE CONNECTIONS							
I-2727419V165	COMMERCIAL SOLID WASTE	R	7/14/2023	60,718.99		172405		
I-2727420V165	RESIDENTIAL SOLID WASTE	R	7/14/2023	50,487.03		172405		111,206.02
02692	APSCO INC./BROWNWOOD PLUMBING							
I-S1388434001	WATER REPAIR PARTS	R	7/19/2023	2,981.36		172419		
I-S1388435001	WATER PIPE	R	7/19/2023	1,425.00		172419		4,406.36
01555	COMMERCIAL SWIM MANAGEMENT, LLC							
I-249787	POOL CHEMICALS	R	7/19/2023	2,153.12		172427		
I-249838	GREEN TO CLEAN	R	7/19/2023	1,350.00		172427		
I-249845	POOL CHEMICALS	R	7/19/2023	1,794.22		172427		5,297.34

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01680	ECKERMANN ENGINEERING INC							
I-2050	281 WATER LINE RELOCATION	R	7/19/2023	6,000.00		172433		
I-2051	CASBEER & AVE I SEWER EXT	R	7/19/2023	750.00		172433		6,750.00
30015	G T DISTRIBUTOR INC							
I-INV0957780	BLACKHAWK SPEC OPS HALLIG	R	7/19/2023	2,781.00		172437		
I-INV0959404	FRITZ&ALFORD VESTS	R	7/19/2023	2,010.00		172437		
I-INV0959431	GLOCK FIRING PIN SPRING24	R	7/19/2023	4.50		172437		
I-UNIV0025344	BLAUER FLEXRS L/S SUPERSH	R	7/19/2023	75.59		172437		
I-UNIV0025394	BLAUER COLORBLOCK PERFORM	R	7/19/2023	210.78		172437		
I-UNIV0025577	ALFORD BLAUER BREAKAWAY	R	7/19/2023	58.79		172437		
I-UNIV0025848	LEE BLAUER FLEX RS WMNS	R	7/19/2023	83.99		172437		5,224.65
02513	JAH-CON INSTRUMENTATION LLC							
I-2023226	8" MAG METER	R	7/19/2023	5,595.00		172462		5,595.00
01475	LAMPASAS ELECTIONS ADMINISTRAT							
I-05062023	2023 GENERAL ELECTION	R	7/19/2023	4,262.81		172467		4,262.81
01488	LAW OFFICES OF JO-CHRISTY BROW							
I-29863	GENERAL MATTERS /APRIL	R	7/19/2023	4,725.00		172471		4,725.00
00951	SCHNEIDER ENGINEERING LLC							
I-000000067648	ENGINEERING	R	7/19/2023	3,942.30		172493		
I-000000067649	ENGINEERING	R	7/19/2023	3,778.75		172493		
I-000000067650	ENGINEERING	R	7/19/2023	1,000.00		172493		8,721.05
03617	SPECIFIC ENERGY INC.							
I-100036	SPRING STREET PUMP WORK	R	7/19/2023	9,876.00		172495		9,876.00
02203	T MORALES COMPANY ELECTRIC & C							
I-121448	REPLACE LIGHT ON PT PLANT	R	7/19/2023	720.00		172496		
I-150658	INSTALL J BOX	R	7/19/2023	1,387.40		172496		
I-150778	REPAIRED FUSE HOLDER	R	7/19/2023	743.62		172496		
I-150798	MISC ELECT WORK	R	7/19/2023	1,527.00		172496		4,378.02
82300	TECHLINE, INC							
I-130127901	40-4 POLES	R	7/19/2023	15,860.00		172497		
I-133966000	POLES	R	7/19/2023	20,601.00		172497		
I-134079401	LINE MAREIAL	R	7/19/2023	300.50		172497		
I-134079600	8 FT CROSSARMS	R	7/19/2023	1,794.00		172497		
I-134084300	LINE MAREIAL	R	7/19/2023	1,750.00		172497		
I-134156500	TRANSFORMER	R	7/19/2023	4,178.00		172497		
I-134168600	AIR BLADES	R	7/19/2023	1,753.50		172497		
I-134168601	AIR BLADES	R	7/19/2023	100.00		172497		
I-134206900	40-4 POLES	R	7/19/2023	4,393.00		172497		
I-455461000	LINE MAREIAL	R	7/19/2023	368.90		172497		51,098.90

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
03406	WELLS FARGO FINANCIAL LEASING							
I-5025735663	MOWER LEASE	R	7/19/2023	2,750.00		172512		
I-5025735664	MOWER LEASE	R	7/19/2023	1,470.00		172512		4,220.00
02235	BOKF, NA							
I-LAMP1016CO*	LAMP1016CO	R	7/20/2023	221,075.00		172525		221,075.00
02235	BOKF, NA							
I-LAMP522CO	LAMP522CO	R	7/20/2023	240,865.00		172526		240,865.00
03563	STUDIO 16:19, LLC							
I-229146	WAYFINDING	R	7/20/2023	4,260.00		172549		4,260.00
01201	BANK OF AMERICA NA							
I-00TFXLZVYF	2007 CO	R	7/26/2023	340,765.73		172564		340,765.73
03320	CHASE							
I-0000000222	REFUNDING 2019 INTEREST	R	7/26/2023	11,413.26		172565		11,413.26
03398	CLASSIC BANK, N.A.							
I-0001 07242023	2020 REFUNDING	R	7/26/2023	13,635.45		172566		13,635.45

* * T O T A L S * *		NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:		31	1,689,310.18	0.00	1,689,310.18
HAND CHECKS:		0	0.00	0.00	0.00
DRAFTS:		2	125,441.07	0.00	125,441.07
EFT:		2	693,351.76	0.00	693,351.76
NON CHECKS:		0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS		0.00		
	VOID CREDITS		0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 99	BANK: FSB	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			35	2,508,103.01	0.00	2,508,103.01
BANK: FSB	TOTALS:		35	2,508,103.01	0.00	2,508,103.01
REPORT TOTALS:			35	2,508,103.01	0.00	2,508,103.01


City ManagerITEM NO. 3.2

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

Subject: Discussion and possible action on the Receipt of the Monthly Investment Report for June 2023

Requested By: Yvonne Moreno, Finance Director

Submitted By: Yvonne Moreno, Finance Director

Date Submitted: August 8, 2023

For the Agenda of: August 14, 2023

Procurement and Funding Statement: N/A

Attachments: Investment Report prepared by Patterson & Associates

Summary Statement:

The weighted average maturity of City investments is 38 day(s).

The City's yield to maturity is 3.686

<u>Place of Investment</u>	<u>Investment Amount</u>	<u>% of Portfolio</u>
TexPool / TexPool Prime	\$1,929,298.95	7.92%
TexStar	\$1,692,051.07	6.94%
Bancorp South	\$9,438,015.95	38.73%
Money Market	\$3,172,909.94	13.02%
Frost Bank	\$2,136,056.31	8.77%
Federal Agency Coupon Securities	\$6,000,000.00	24.62%

Recommendation: Motion to approve by consent.



MONTHLY INVESTMENT REPORT

City of Lampasas

JUNE 30, 2023



MEEDER
PUBLIC FUNDS

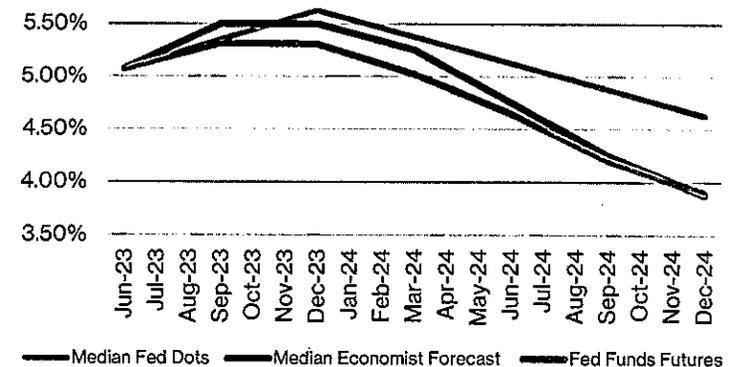
A Fed Pause (For Now?)

After a historic pace of rate hikes, for the first time this cycle, the Federal Open Market Committee voted to leave rates unchanged. The unanimous decision left the target range for the federal funds rate at 5.00% - 5.25%, but throughout the month Jerome Powell messaged that more rate hikes are likely needed to tame inflation.

Labor market data released this month pointed to a still resilient economy. The June jobs report saw another surprisingly high payroll number, with the US economy adding 339,000 jobs in the month. Additionally, the increases were broad-based, with increases across different job categories. Although the unemployment rate increased to 3.7%, this was at least partially due to more labor force participation. Job openings also increased, signaling that for now, employers are still looking to add to their workforce. Initial jobless claims did continue to grind higher, evidencing maybe some early signs of labor market weakness. Initial jobless claims averaged 258,000 in June, up from an average of 230,000 in May.

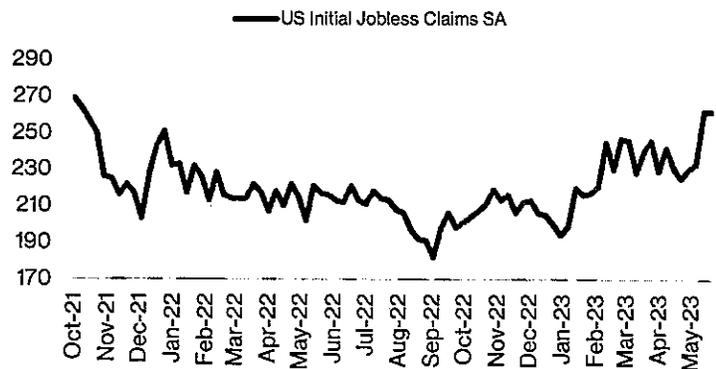
Inflation data shows that, while annual figures continue to moderate, monthly figures point to some price stickiness. The June Consumer Price Index (CPI) report showed that annual headline inflation was 4%, the lowest figure since March 2021. On a monthly basis, core inflation increased by 0.4% for the third month in a row, which annualizes to a rate of 4.8%. Although inflation readings are firmly below the high figures from 2022, if core inflation is still increasing at nearly 5% annually, the Federal Reserve likely believes they have more work to do.

RATE EXPECTATIONS



SOURCE: BLOOMBERG

JOBLESS CLAIMS INCREASING



SOURCE: BLOOMBERG

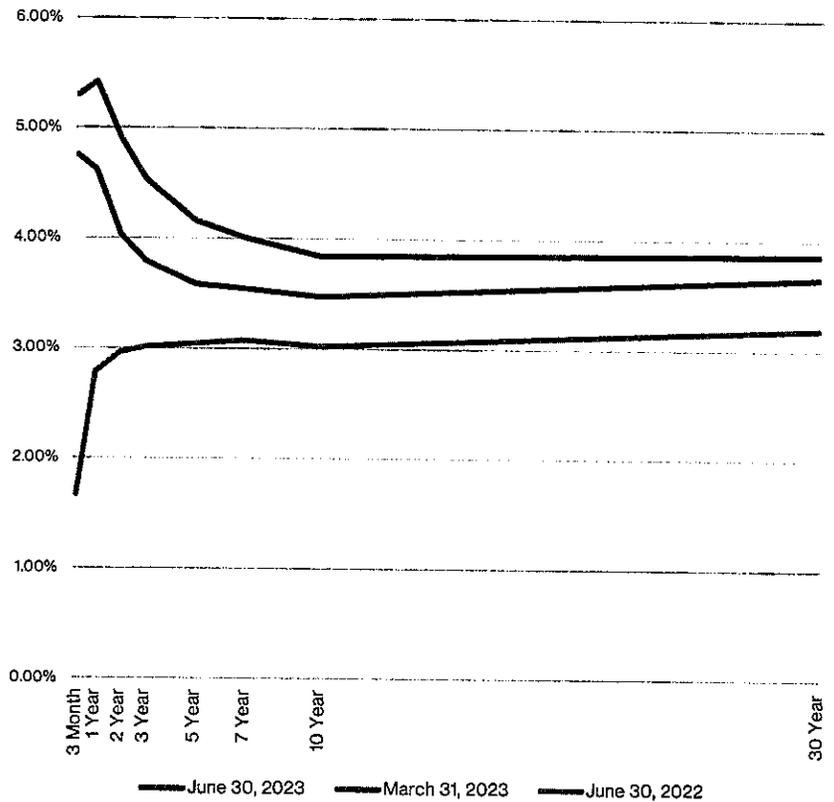
Short-term Rates Move Higher



With still solid economic data and hawkish commentary from Powell, markets ended June pricing in an additional rate hike by the end of the year. Short-term treasury yields are highly correlated with changes in monetary policy, and we saw treasury yields react to this renewed view on rates. The 2 Year US Treasury yield increased 0.50% to 4.90%, and the 5 Year US Treasury yield increased 0.41% to 4.16%. Long-term treasury rates are more reflective of the market's outlook on growth. The 10 Year US Treasury yield increased by just 0.20% to 3.84%, keeping the yield curve inversion at -1.06%. Outside of March 8th, this is the most the curve has been inverted this rate hiking cycle.

Even with an inverted yield curve signaling an economic slowdown, spreads on corporate bonds, commercial paper, municipal bonds, and agency bonds generally tightened over the month. Some of the spread tightening was a continuation of the movement we saw after the debt ceiling debate was resolved. With spreads slightly below historic averages, we will continue to look to add value by picking up incremental yield on high-quality bonds, including agency debt. Locking in current yields and income levels will benefit portfolios when the yield curve eventually normalizes, and rates fall when this hiking cycle ends.

US Treasury Yield Curve



SOURCE: BLOOMBERG

Your Portfolio

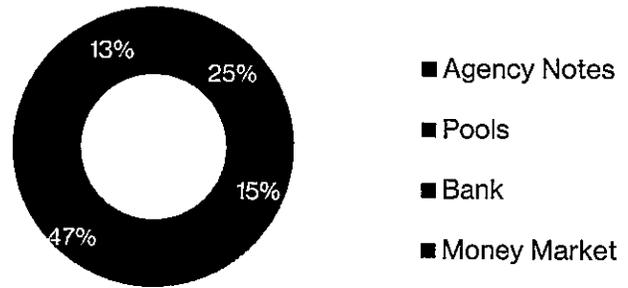
As of June 30, 2023



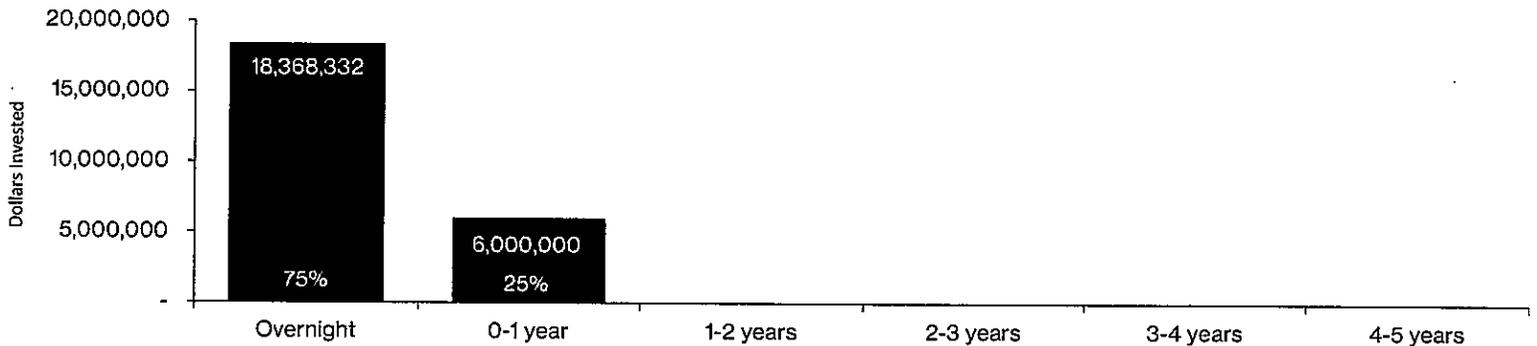
Your Portfolio Statistics

Weighted Average Maturity 0.10 years
Weighted Average Yield (All Funds) 3.69%

Your Asset Allocation



Your Maturity Distribution



Allocation Percentage Per Year



**City of Lampasas, Texas
Portfolio Management
Portfolio Summary
June 30, 2023**

Meeder Public Funds
901 S. MoPac
Suite 300
Austin, TX 78746

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 365 Equiv.
Federal Agency Coupon Securities	6,000,000.00	5,895,280.58	6,000,000.00	24.62	669	151	1.200
Bancorp South	9,438,015.96	9,438,015.96	9,438,015.96	38.73	1	1	5.120
Texpool/Texpool Prime	1,929,298.95	1,929,298.95	1,929,298.95	7.92	1	1	5.085
TexStar	1,692,051.07	1,692,051.07	1,692,051.07	6.94	1	1	5.076
Frost Bank	2,136,056.31	2,136,056.31	2,136,056.31	8.77	1	1	0.000
Money Market	3,172,909.94	3,172,909.94	3,172,909.94	13.02	1	1	5.020
Investments	24,368,332.23	24,263,612.81	24,368,332.23	100.00%	166	38	3.686

Total Earnings	June 30 Month Ending	Fiscal Year To Date
Current Year	77,355.74	521,516.05

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

Yvonne Moreno, Finance Director

Reporting period 06/01/2023-06/30/2023
Data Updated: SET_LAMP: 07/30/2023 17:01
Run Date: 07/30/2023 - 17:02

Portfolio LAMP
AP
PM (PRF_PM1) 7.3.0
Report Ver. 7.3.6.1



City of Lampasas, Texas
Summary by Type
June 30, 2023
Grouped by Fund

Meeder Public Funds
 901 S. MoPac
 Suite 300
 Austin, TX 78746

Security Type	Number of Investments	Par Value	Book Value	% of Portfolio	Average YTM 365	Average Days to Maturity
Fund: Cash						
Bancorp South	3	7,689,169.18	7,689,169.18	31.55	5.250	1
Federal Agency Coupon Securities	2	6,000,000.00	6,000,000.00	24.62	1.200	151
Money Market	3	3,172,909.94	3,172,909.94	13.02	5.020	1
Texpool/Texpool Prime	1	1,849,922.58	1,849,922.58	7.59	5.054	1
Subtotal	9	18,712,001.70	18,712,001.70	78.78	3.893	49
Fund: Cert. of Obligation 2016						
Texpool/Texpool Prime	1	79,376.37	79,376.37	0.33	5.304	1
Subtotal	1	79,376.37	79,376.37	0.33	5.304	1
Fund: Electric						
Bancorp South	1	408,249.00	408,249.00	1.68	5.250	1
Frost Bank	1	2,136,056.31	2,136,056.31	8.77	0.000	1
TexStar	1	1,692,051.07	1,692,051.07	6.94	5.076	1
Subtotal	3	4,236,356.38	4,236,356.38	17.39	2.534	1
Fund: LEDC						
Bancorp South	2	1,019,748.50	1,019,748.50	4.18	4.050	1
Subtotal	2	1,019,748.50	1,019,748.50	4.18	4.050	1
Fund: Seizures						
Bancorp South	2	36,889.59	36,889.59	0.15	5.250	1
Subtotal	2	36,889.59	36,889.59	0.15	5.250	1
Fund: Trust						
Bancorp South	2	75,881.92	75,881.92	0.31	5.250	1
Subtotal	2	75,881.92	75,881.92	0.31	5.250	1
Fund: Water						

City of Lampasas, Texas
 Summary by Type
 June 30, 2023
 Grouped by Fund

Security Type	Number of Investments	Par Value	Book Value	% of Portfolio	Average YTM 365	Average Days to Maturity
Fund: Water						
Bancorp South	2	208,077.77	208,077.77	0.85	5.250	1
Subtotal	2	208,077.77	208,077.77	0.85	5.250	1
Total and Average	21	24,368,332.23	24,368,332.23	100.00	3.688	38



City of Lampasas, Texas
Fund CASH - Cash
Investments by Fund
June 30, 2023

Meeder Public Funds
 901 S. MoPac
 Suite 300
 Austin, TX 78746

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Federal Agency Coupon Securities											
3130APPM1	10062	FHLB Call Note	11/22/2021	4,000,000.00	4,000,000.00	3,922,238.92	0.550	0.542	0.550	11/22/2023	144
3130ASAN9	10063	FHLB Call Note	06/13/2022	2,000,000.00	2,000,000.00	1,973,041.66	2.500	2.465	2.500	12/13/2023	165
Subtotal and Average				6,000,000.00	6,000,000.00	5,895,280.58		1.184	1.200		151
Bancorp South											
0474	10004	Bancorp South	09/01/2014	7,651,897.68	7,651,897.68	7,651,897.68	5.250	5.178	5.250		1
3213	10006	Bancorp South	09/01/2014	424.97	424.97	424.97	5.250	5.178	5.250		1
4187	10007	Bancorp South	09/01/2014	36,846.53	36,846.53	36,846.53	5.250	5.178	5.250		1
Subtotal and Average				7,889,169.18	7,889,169.18	7,889,169.18		5.178	5.250		1
Texpool/Texpool Prime											
14103	10000	Texpool	09/01/2014	1,849,922.58	1,849,922.58	1,849,922.58	5.054	4.985	5.054		1
Subtotal and Average				1,849,922.58	1,849,922.58	1,849,922.58		4.985	5.054		1
Money Market											
5001632	10023	Austin Capital Bank MM	01/29/2015	0.00	0.00	0.00					1
XXXX579A	10058	Lone Star Capital Bank ICS	07/12/2021	3,172,909.94	3,172,909.94	3,172,909.94	5.020	4.951	5.020		1
4001579A	10059	Lone Star Capital Bank MM	07/12/2021	0.00	0.00	0.00					1
Subtotal and Average				3,172,909.94	3,172,909.94	3,172,909.94		4.951	5.020		1
Total Investments and Average				18,712,001.70	18,712,001.70	18,807,282.28		3.840	3.893		49

Run Date: 07/30/2023 - 17:02

Portfolio LAMP
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 FI (PRF_FI) 7.1.1
 Report Ver. 7.3.6.1

Fund CERTS16 - Cert. of Obligation 2016
Investments by Fund
June 30, 2023

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Texpool/Texpool Prime										
14103A	10041	Texpool Prime	11/08/2016	79,376.37	79,376.37	79,376.37	5.304	5.231	5.303	1
Subtotal and Average				79,376.37	79,376.37	79,376.37		5.231	5.304	1
Total Investments and Average				79,376.37	79,376.37	79,376.37		5.231	5.304	1

**Fund ELEC - Electric
Investments by Fund
June 30, 2023**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Bancorp South										
0672	10005	Bancorp South	09/01/2014	408,249.00	408,249.00	408,249.00	5.250	5.178	5.250	1
Subtotal and Average				408,249.00	408,249.00	408,249.00		5.178	5.250	1
TexStar										
17390	10001	TexStar	09/01/2014	1,692,051.07	1,692,051.07	1,692,051.07	5.076	5.006	5.076	1
Subtotal and Average				1,692,051.07	1,692,051.07	1,692,051.07		5.007	5.076	1
Frost Bank										
1732110	10022	Frost Bank Public Checking	01/20/2015	2,136,056.31	2,136,056.31	2,136,056.31				1
Subtotal and Average				2,136,056.31	2,136,056.31	2,136,056.31		0.000	0.000	1
Total Investments and Average				4,236,356.38	4,236,356.38	4,236,356.38		2.499	2.634	1

**Fund LEDC - LEDC
Investments by Fund
June 30, 2023**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Bancorp South										
1092	10002	Bancorp South	09/01/2014	855,876.53	855,876.53	855,876.53	4.050	3.994	4.050	1
2363	10003	Bancorp South	09/01/2014	163,871.97	163,871.97	163,871.97	4.050	3.994	4.050	1
Subtotal and Average				1,019,748.50	1,019,748.50	1,019,748.50		3.995	4.050	1
Total Investments and Average				1,019,748.50	1,019,748.50	1,019,748.50		3.995	4.050	1

**Fund SEIZ - Seizures
Investments by Fund
June 30, 2023**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Bancorp South										
0763	10008	Bancorp South	09/01/2014	36,886.61	36,886.61	36,886.61	5.250	5.178	5.250	1
1999	10009	Bancorp South	09/01/2014	2.98	2.98	2.98				1
Subtotal and Average				36,889.59	36,889.59	36,889.59		5.178	5.250	1
Total Investments and Average				36,889.59	36,889.59	36,889.59		5.178	5.250	1

Fund TRUST - Trust
Investments by Fund
June 30, 2023

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 385	Maturity Days To Date Maturity
Bancorp South										
6349	10010	Bancorp South	09/01/2014	44,966.64	44,966.64	44,966.64	5.250	5.178	5.250	1
6348	10011	Bancorp South	09/01/2014	30,915.28	30,915.28	30,915.28	5.250	5.178	5.250	1
Subtotal and Average				75,881.92	75,881.92	75,881.92		5.178	5.250	1
Total Investments and Average				75,881.92	75,881.92	75,881.92		5.178	5.250	1

**Fund WATER - Water
Investments by Fund
June 30, 2023**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Bancorp South										
1839	10012	Bancorp South	09/01/2014	207,946.71	207,946.71	207,946.71	5.250	5.178	5.250	1
0482A	10065	Bancorp South	06/08/2022	131.06	131.06	131.06	5.250	5.178	5.250	1
Subtotal and Average				208,077.77	208,077.77	208,077.77		5.178	5.250	1
Total Investments and Average				208,077.77	208,077.77	208,077.77		5.178	5.250	1



City of Lampasas, Texas
Cash Reconciliation Report
For the Period June 1, 2023 - June 30, 2023

Meeder Public Funds
 901 S. MoPac
 Suite 300
 Austin, TX 78746

Trans. Date	Investment #	Fund	Trans. Type	Security ID	Par Value	Security Description	Maturity Date	Purchases	Interest	Redemptions	Cash
06/13/2023	10063	CASH	Interest	3130ASAN9	2,000,000.00	FHLBC 2.0M 2.50% Mat. 12/13/2023	12/13/2023	0.00	25,000.00	0.00	25,000.00
06/16/2023	10064	CASH	Interest	3130ASAP4	2,000,000.00	FHLBC 2.0M 2.25% Mat. 06/16/2023	06/16/2023	0.00	22,500.00	0.00	22,500.00
06/16/2023	10064	CASH	Maturity	3130ASAP4	2,000,000.00	FHLBC 2.0M 2.25% Mat. 06/16/2023	06/16/2023	0.00	0.00	2,000,000.00	2,000,000.00
Subtotal								0.00	47,500.00	2,000,000.00	2,047,500.00
Total								0.00	47,500.00	2,000,000.00	2,047,500.00

Run Date: 07/30/2023 - 17:04

Portfolio LAMP
 AP
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 Report Ver. 7.3.6.1



City of Lampasas, Texas
Maturity Report
Sorted by Maturity Date
 Amounts due during June 1, 2023 - June 30, 2023

Meeder Public Funds
 901 S. MoPac
 Suite 300
 Austin, TX 78746

CUSIP	Investment #	Fund	Sec. Type	Issuer	Par Value	Maturity Date	Purchase Date at Maturity	Rate	Book Value at Maturity	Interest	Maturity Proceeds	Net Income
3130ASAP4	10064	CASH	FAC	FHLBC	2,000,000.00	06/16/2023	06/16/2022	2.250	2,000,000.00	22,500.00	2,022,500.00	22,500.00
Total Maturities					2,000,000.00				2,000,000.00	22,500.00	2,022,500.00	22,500.00



City of Lampasas, Texas
Interest Earnings
Sorted by Fund - Fund
June 1, 2023 - June 30, 2023
Yield on Beginning Book Value

Meeder Public Funds
 901 S. MoPac
 Suite 300
 Austin, TX 78746

CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Ending Book Value	Maturity Date	Current Rate	Annualized Yield	Adjusted Interest Earnings		
										Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings
Fund: Cash												
14103	10000	CASH	RR2	1,849,922.58	1,842,269.43	1,849,922.58		5.054	5.054	7,653.15	0.00	7,653.15
3130ASAN9	10063	CASH	FAC	2,000,000.00	2,000,000.00	2,000,000.00	12/13/2023	2.500	2.535	4,166.67	0.00	4,166.67
3130APPM1	10062	CASH	FAC	4,000,000.00	4,000,000.00	4,000,000.00	11/22/2023	0.550	0.558	1,833.33	0.00	1,833.33
3130ASAP4	10064	CASH	FAC	0.00	2,000,000.00	0.00	06/16/2023	2.250	2.281	1,875.00	0.00	1,875.00
0474	10004	CASH	RRP	7,651,897.68	8,176,899.02	7,651,897.68		5.250	5.211	35,020.80	0.00	35,020.80
3213	10006	CASH	RRP	424.97	423.14	424.97		5.250	5.262	1.83	0.00	1.83
4187	10007	CASH	RRP	36,846.53	32,358.74	36,846.53		5.250	5.584	148.52	0.00	148.52
XXXX579A	10058	CASH	RR5	3,172,909.94	3,160,157.97	3,172,909.94		5.020	4.910	12,751.97	0.00	12,751.97
4001579A	10059	CASH	RR5	0.00	24.96	0.00				0.00	0.00	0.00
			Subtotal	18,712,001.70	21,212,133.26	18,712,001.70			3.819	63,451.27	0.00	63,451.27
Fund: Cert. of Obligation 2016												
14103A	10041	CERTS16	RR2	79,376.37	79,031.85	79,376.37		5.304	5.304	344.52	0.00	344.52
			Subtotal	79,376.37	79,031.85	79,376.37			5.304	344.52	0.00	344.52
Fund: Electric												
17390	10001	ELEC	RR3	1,692,051.07	1,685,020.50	1,692,051.07		5.076	5.076	7,030.57	0.00	7,030.57
1732110	10022	ELEC	RR4	2,136,056.31	88,556.31	2,136,056.31				0.00	0.00	0.00
0672	10005	ELEC	RRP	408,249.00	404,871.86	408,249.00		5.250	5.265	1,752.14	0.00	1,752.14
			Subtotal	4,236,356.38	2,178,448.67	4,236,356.38			4.905	8,782.71	0.00	8,782.71
Fund: LEDC												
1092	10002	LEDC	RRP	855,876.53	859,606.61	855,876.53		4.050	4.042	2,855.70	0.00	2,855.70
2363	10003	LEDC	RRP	163,871.97	163,328.29	163,871.97		4.050	4.050	543.68	0.00	543.68
			Subtotal	1,019,748.50	1,022,934.90	1,019,748.50			4.043	3,399.38	0.00	3,399.38
Fund: Seizures												
1999	10009	SEIZ	RRP	2.98	2.98	2.98				0.00	0.00	0.00
0763	10008	SEIZ	RRP	36,886.61	37,301.22	36,886.61		5.250	5.236	160.53	0.00	160.53

Run Date: 07/30/2023 - 17:05

Portfolio LAMP
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 IE (PRF_IE) 7.2.0
 Report Ver. 7.3.6.1

City of Lampasas, Texas
Interest Earnings
June 1, 2023 - June 30, 2023

CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Ending Book Value	Maturity Date	Current Rate	Adjusted Interest Earnings			
									Annualized Yield	Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings
Subtotal				38,889.59	37,304.20	38,889.59			5.236	160.53	0.00	160.53
Fund: Trust												
6349	10010	TRUST	RRP	44,966.64	44,054.28	44,966.64		5.250	5.282	191.24	0.00	191.24
6348	10011	TRUST	RRP	30,915.28	30,782.45	30,915.28		5.250	5.250	132.83	0.00	132.83
Subtotal				75,881.92	74,836.73	75,881.92			5.269	324.07	0.00	324.07
Fund: Water												
0482A	10065	WATER	RRP	131.06	130.50	131.06		5.250	5.221	0.56	0.00	0.56
1639	10012	WATER	RRP	207,946.71	206,454.01	207,946.71		5.250	5.261	892.70	0.00	892.70
Subtotal				208,077.77	206,584.51	208,077.77			5.281	893.26	0.00	893.26
Total				24,368,332.23	24,811,274.12	24,368,332.23			3.953	77,355.74	0.00	77,355.74



City of Lampasas, Texas
Projected Cashflow Report
Sorted by Fund
For the Period July 1, 2023 - January 31, 2024

Meeder Public Funds
 901 S. MoPac
 Suite 300
 Austin, TX 78746

Projected Trans. Date	Investment #	Fund	Security ID	Transaction Type	Issuer	Par Value	Original Cost	Principal	Interest	Total
Cash										
08/22/2023	10062	CASH	3130APPM1	Call	FHLB Call Note	4,000,000.00	4,000,000.00	4,000,000.00	0.00	4,000,000.00
11/22/2023	10062	CASH	3130APPM1	Maturity	FHLB Call Note	4,000,000.00	4,000,000.00	4,000,000.00	11,000.00	4,011,000.00
12/13/2023	10063	CASH	3130ASAN9	Maturity	FHLB Call Note	2,000,000.00	2,000,000.00	2,000,000.00	25,000.00	2,025,000.00
Total for Cash						10,000,000.00	10,000,000.00	10,000,000.00	36,000.00	10,036,000.00
GRAND TOTALS:						10,000,000.00	10,000,000.00	10,000,000.00	36,000.00	10,036,000.00

Run Date: 07/30/2023 - 17:04

Portfolio LAMP
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 PC (PRF_PC) 7.2.0
 Report Ver. 7.3.6.1

Disclosures



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

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

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

Investment advisory services are provided through Meeder Public Funds, Inc. Please contact us if you would like to receive a copy of our current ADV disclosure brochure or privacy policy.

Meeder Public Funds

Barton Oaks Plaza I
901 S. MoPac Expy
Suite 300
Austin, Texas
78746

866.633.3371

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City of Lampasas

M E M O

To: Mayor and City Council
 From: Finley deGraffenried
 Re: Manager's Report
 Date: 11 August 2023

Hamilton EMS Attached is the Hamilton County Hospital District, Emergency Medical Services, report for July. Of the 313 total calls for service in Lampasas County, 135, or 44%, were for service in the City of Lampasas. City response time is indicated well within target at an average of 5 minutes and 41 seconds. It also appears, through conversation with Hamilton EMS and Chief Cummings, that dispatch services have met all parties' expectations.

Executime Staff continues with training and implementation of Executime, payroll, timesheet and time-off, software. The program will integrate reporting, payroll and time-off with the City's Incode software including the General Ledger. Although changing processes can be difficult, the end result will ultimately save time and paper. The City will begin the pilot testing and implementation of the program on August 20th.

HOTDA Attached is the Heart of Texas Defense Alliance Fast Facts for Fort Cavazos. In addition to showing current populations and deployments, the report is also a reminder of the economic impact of the Post to central Texas. The current assigned military strength also includes an additional 48,484 soldier and airmen dependents.

Hostess House As previously reported to Council, staff has been in contact with Reliance Architecture regarding Council's concerns and action regarding a new scope for the Hostess House. Reliance has indicated a strong desire to work with Council to meet the needs of the City and the project. Due to pending work on water issues, budget and utility matters, staff is targeting August 28th to discuss the matter with Council. This date should allow staff and Reliance to provide additional options for discussion.

National Night Out Chief Cummings reports that plans are being made for the National Night Program October 3rd at the HEB parking lot. The annual event is held to promote public interaction with local and State public safety and first responder personnel. Agencies will be in attendance representing law enforcement, fire departments, emergency medical districts and support organizations. Food and entertainment have also been scheduled.

Calvert Building Becky reports that repairs are being made to the roof, scuppers and downspouts at the Calvert Building. The contractor included a combination of warranty work with some discounted upgrades (downspouts), which should

eliminate issues with drainage and leaks. After exterior repairs are made, contractors will begin improvements to paint and plaster.

Board Appointments Staff reminds Council that board and committee appointments, for expiring terms, are normally made in September. Over the next few Council meetings, Becky will provide rosters of committees with positions up for renewal and appointment. If you are aware of any individuals that have an interest in serving, please refer them to the website, or to Becky directly for an application.



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

Lampasas County EMS Report July 2023

RESPONSE TIMES:

County (15min 90% Annual) AVG 9 min 48 sec
 City (8min 59sec 90% Annual) AVG 5 min 41 sec

DISPOSITION OF CALLS BY MICU NUMBER:

	EMS	EMS 60	MED	MED	MED 41	MED							
Cancelled (No Patient Contact)	6		11	19		42	51	61	62	63			
Cancelled (Prior to Arrival at Scene)		1			1							5	1
Cancelled on Scene / No Patient Found												2	
Patient Dead on Scene – No Resuscitation Attempted		1						1				1	2
Patient Dead on Scene – Resuscitation Attempted w/o Transport								1					
Patient Refused Evaluation / Care (with transport)		2	1					12	10	7			
Patient Treated, Released (AMA)	1					1	1	7	5	12			
Patient Treated, Transferred Care to other EMS / Helo								4	1				
Patient Treated, Transported by Law Enforcement									1				
Standby – Public Safety, Fire or EMS Ops Support		1						2					
Transported Lights / Siren												1	
Transported No Lights / Siren			1	1	1	1		73	81	50			

Total Patients: 299

Level of Service by MICU Number:

Unit	Advance Life Support	Basic Life Support
EMS 6		
EMS 60		4
MED 11	1	1
MED 19		1
MED 41	1	1
MED 42	1	1
MED 51	1	
MED 61	68	39
MED 62	70	35
MED 63	51	24

CALLS FOR SERVICE BY LAMPASAS COUNTY AREAS

AREA	# of Calls	% of Total CFS in Liano County (Est.)
City of Lampasas	135	46%
Kempner Fire District	52 10:02 average Response Time	19%
Lometa Fire District	8	5%
Adamsville Fire District	5 22:36 Average Response Time	1%
Lampasas Volunteer Fire District	52	11%
Lampasas Transfers	56	17%
Mutual Aid	5	1%

Fort Cavazos Fast Facts

- Current Authorized Military Strength: 36,121**
 - Current Assigned Military Strength: 34,523 Soldiers & Airmen**
 - Family Members: 48,484 (71.1% off-post)**
 - Civilian Employees (AF and NAF): ≈ 4,820**
 - AAFES and Commissaries : ≈ 1,128**
 - Contractors/KISD/Others: ≈ 5,479**
- As of: 8 August 2023
- } ≈ 94,434

CURRENT DEPLOYMENTS	
UNIT	APPROX # OF PERSONNEL
III Corps	20
1st Cavalry Division (2ABCT)	3,456
3rd Security Force Assistance Brigade	130
13th Expeditionary Sustainment Command	46
1st Medical Brigade	260
3rd Cavalry Regiment	0
11th Signal Brigade	8
36th Engineer Brigade	639
48th Chemical Brigade	88
69th Air Defense Artillery Brigade	377
89th Military Police Brigade	562
504th Military Intelligence Brigade	7
166th Aviation Brigade	0
Carl R Darnall Army Medical Center	0
15th Military Intelligence Battalion	0
Total ≈	5,593

North Fort Cavazos Population:
 782 Soldiers (3+ units) Mobilizing/Demobilizing

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City Manager

ITEM NO. 7.1

**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: August 1, 2023

For the Agenda of: August 14, 2023

Procurement and Funding Statement:

N/A

Attachments: July 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 July, we received nine entries.

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

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

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

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

Recommendation:

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

Entry 1

Katherine Cuff
katmcuff@gmail.com

“Antler One Peek” was taken in my yard on Cockrell Circle in Lampasas, TX.



Entry 2

Alyson Morrow

alysonlmorrow@gmail.com

“Spring Ho Fireworks” was taken at Hancock Park Golf Course in Lampasas, TX.



Entry 3

Kaili Rose

kaili@kairo.media

“Rodeo Stunt Rider” was taken at the Riata Rodeo at the 580 Sports Complex in Lampasas, TX.



Entry 4

Meghan James

meghanmariejames@gmail.com

“Hunting in the Pond at Cooper Spring Nature Park” was taken at Cooper Spring Nature Park in Lampasas, TX.

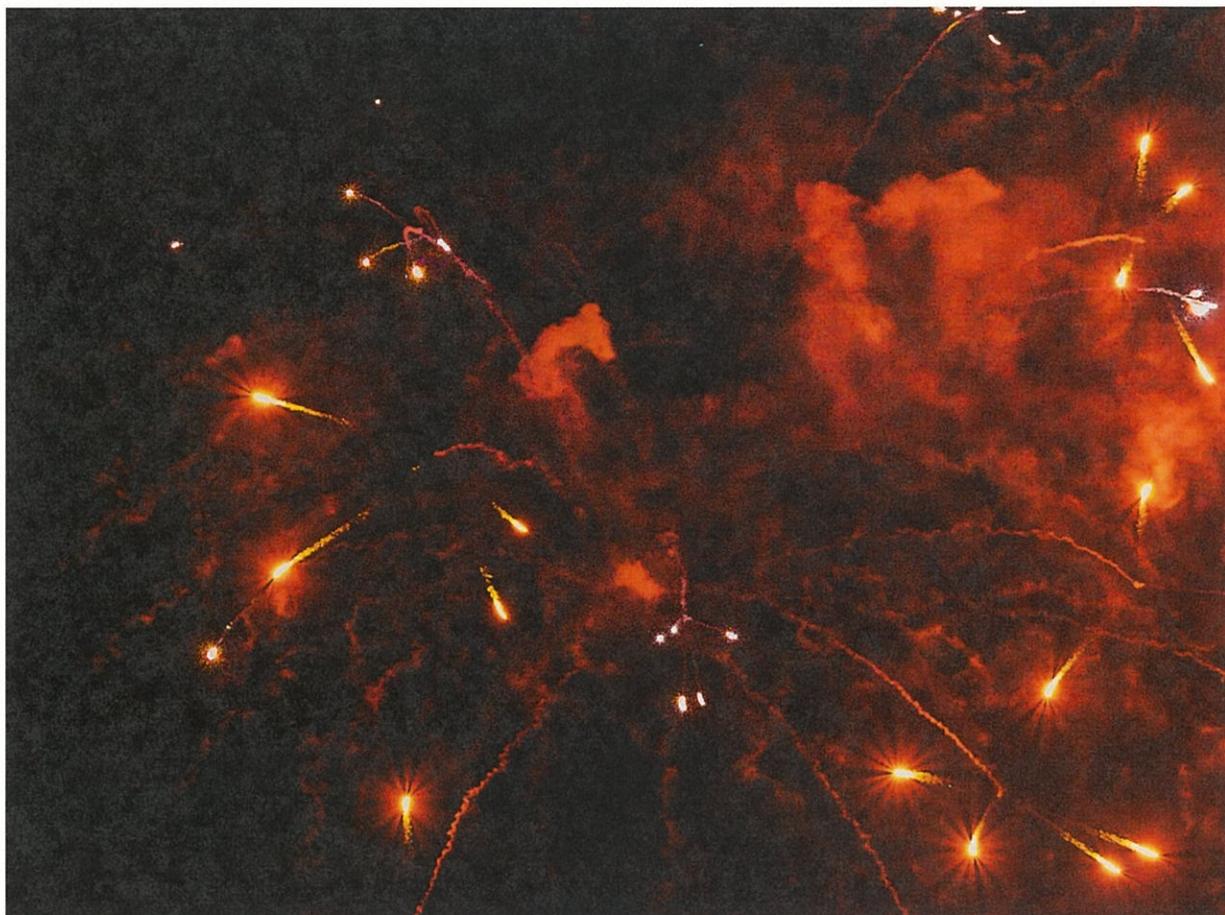


Entry 5

Chad Williams

4dfiltration@gmail.com

“Flares” was taken at the Spring ho Fireworks in Lampasas, TX.



Entry 6

Heather McDonald

heather.mcd85@yahoo.com

“First Big Catch” was taken at the 580 Sports Complex Pond in Lampasas, TX.



Entry 7

Jennifer DePew

Jenniferlyntaylor@yahoo.com

“Moonlight Walk” was taken in my backyard on Sue Ann Drive in Lampasas, TX.



Entry 8

Stephanie Fitzharris
Stephfitzco@icloud.com

“Missed a Spot” was taken during the painting of the Spring Ho Mural in Lampasas, TX.



Entry 9

Kaili Rose
kaili@kairo.media

“Lampasas Royalty” was taken at the 580 Sport Complex arena in Lampasas, TX.




City ManagerITEM NO. 7.2

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

Subject:

Discussion and possible action to approve the first reading of an Ordinance to amend Chapter 66 Streets, Sidewalks and other Places, Article IV. Excavation, adding Section 66-129 Temporary Use of Right-Of-Way for Construction, Excavation, or Facility Installation and an Ordinance to amend Appendix A Fee Schedule for Section 66 Streets adding Rates and Fees for Temporary Use of Right of Way as defined.

Requested By: Ryan Ward, ACM**Submitted By:** Ryan Ward, ACM**Date Submitted:** August 10, 2023**For the Agenda of:** August 14, 2023**Procurement and Funding Statement:**

N/A

Attachments:

Summary Statement:

This item was discussed during workshop and public hearing. The goal of this permit will be to gather all required information as it relates to liability, safety and infrastructure improvements, as well as the impact to the traveling public. This will provide staff the knowledge of when and where work is being done throughout the City and to ensure coordination happens, to minimize conflict in the ROW.

This permit will be utilized by all contractors, when access to the City ROW is needed to complete a project, with few exceptions. This Traffic Control Plan (TCP) requires review from staff, to ensure the correct plan is in place, based on the proposed Work Zone. The proposed permit fee is \$150.00 as discussed during workshop.

Recommendation:

To consider a motion to approve the first reading of an Ordinance to amend Chapter 66 Streets, Sidewalks and other Places, Article IV. Excavation, adding Section 66-129 Temporary Use of Right-Of-Way for Construction, Excavation, or Facility Installation and an Ordinance to amend Appendix A Fee Schedule for Section 66 Streets adding Rates and Fees for Temporary Use of Right of Way as defined.

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City ManagerITEM NO. 7.3

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

Subject:

Discussion and possible action to approve Preliminary Plat for the Moore Subdivision, 5.556 acres, a subdivision out of the L.H.W Johnson Survey, A-419 Lampasas Texas, Lampasas County.

Requested By: Becky Sims, City Secretary/Zoning Administrator

Submitted By: Becky Sims, City Secretary/Zoning Administrator

Date Submitted: August 10, 2023

For the Agenda of: August 14, 2023

Procurement and Funding Statement:

N/A

Attachments:**Summary Statement:**

Sam Walker, Eckermann Engineering and Joe Abel, property owner is asking the Commission to consider approval, denial or approval with modifications of the Preliminary Plat of the Moore Subdivision. The proposed development is 5.556 acres and has been platted into 4 lots.

The lots meet the zoning requirements for the Retail Zoning District. Lots 1 & 2 will consist of a ±21,800 sq ft Gym and a ±4,900 sq ft Spa. The development was granted a variance by the Zoning Board of Adjustments to the number of required parking spaces in February 2023.

As of July 20, 2023 all staff comments pertaining to the Plat and Site Plan have been addressed.

This property is located within Lampasas City Limits. The 5.556 acres is zoned Retail "R". The area surrounding the property is zoned Retail "R"

City Water, Sewer and Electric are available. Electric design and easements are still being discussed by both parties and will be dedicated by separate instruments.

Planning Commission did recommend approval at the August 3, 2023 meeting.

Recommendation:

To consider a motion to approve the Preliminary Plat for the Moore Subdivision, 5.556 acres, a subdivision out of the L.H.W Johnson Survey, A-419 Lampasas Texas, Lampasas County.

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City ManagerITEM NO. 7.4

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

Subject:

Public hearing to receive citizen comments to consider a Final Plat for the Moore Subdivision, 5.556 acres, a subdivision out of the L.H.W Johnson Survey, A-419 Lampasas Texas, Lampasas County.

Requested By: Becky Sims, City Secretary/Zoning Administrator**Submitted By:** Becky Sims, City Secretary/Zoning Administrator**Date Submitted:** August 10, 2023**For the Agenda of:** August 14, 2023**Procurement and Funding Statement:**

N/A

Attachments:**Summary Statement:**

Sam Walker, Eckermann Engineering and Joe Abel, property owner is asking the Commission to consider approval, denial or approval with modifications of the Flat Plat of the Moore Subdivision. The proposed development is 5.556 acres and has been platted into 4 lots.

The lots meet the zoning requirements for the Retail Zoning District. Lots 1 & 2 will consist of a ±21,800 sq ft Gym and a ±4,900 sq ft Spa. The development was granted a variance by the Zoning Board of Adjustments to the number of required parking spaces in February 2023.

As of July 20, 2023 all staff comments pertaining to the Plat and Site Plan have been addressed.

This property is located within Lampasas City Limits. The 5.556 acres is zoned Retail "R". The area surrounding the property is zoned Retail "R"

City Water, Sewer and Electric are available. Electric design and easements are still being discussed by both parties and will be dedicated by separate instruments.

Planning Commission did recommend approval at the August 3, 2023 meeting.

Recommendation:

Discussion only

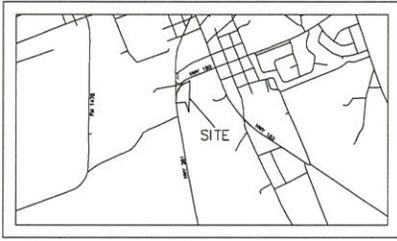
MOORE SUBDIVISION

BEING A SUBDIVISION OF 5.556 ACRES OUT OF THE L.H.W. JOHNSON SURVEY, A-419, IN LAMPASAS COUNTY, TEXAS.

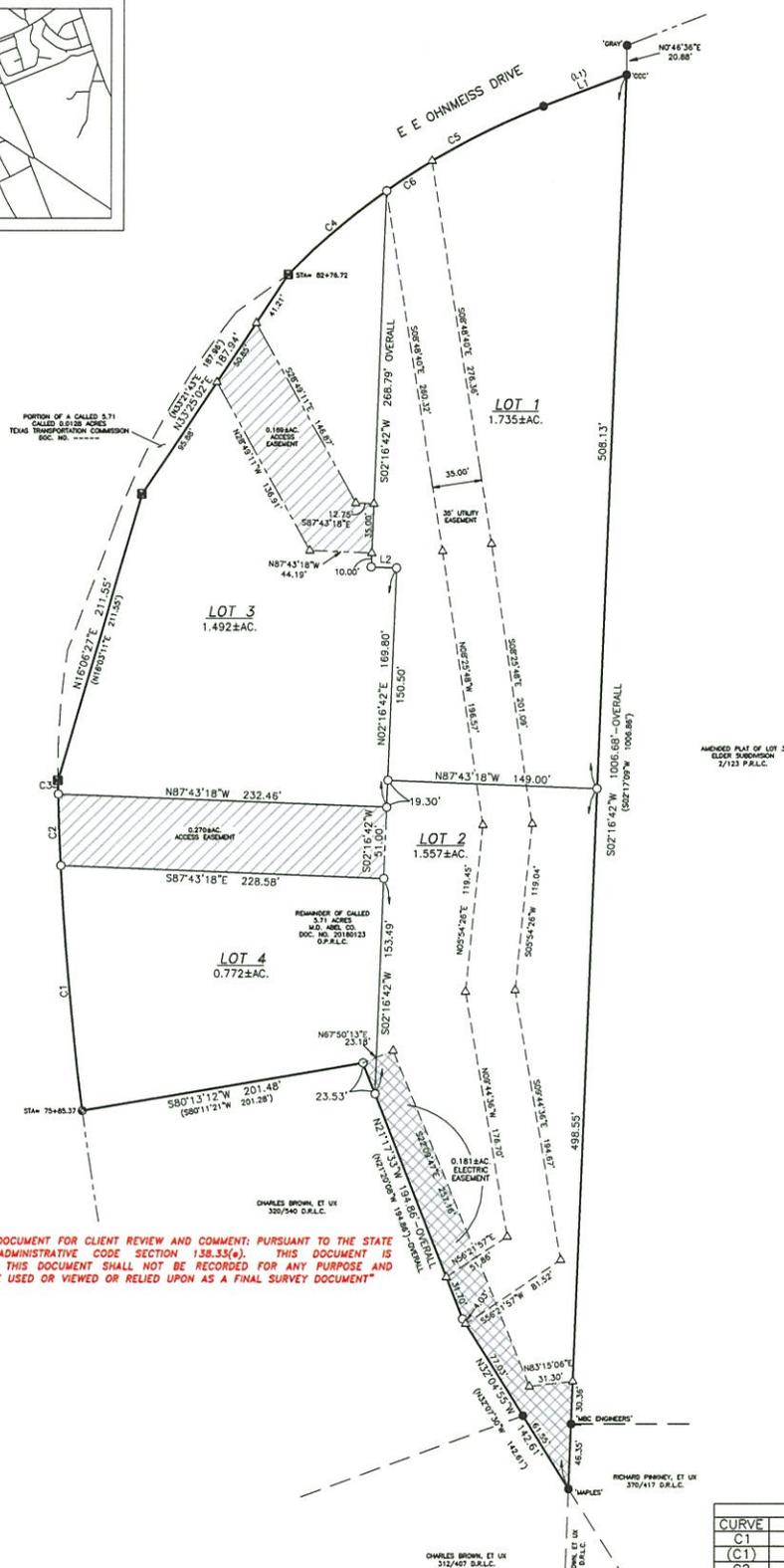


LEGEND

- 1/2" IRON PIN FOUND (UNLESS NOTED)
- 5/8" IRON PIN FOUND
- SET 1/2" IRON PIN WITH CUPLIN PROPERTY CAP
- 1000 TYPE 1 CONC. E.S.W. MONUMENT FND.
- 1000 TYPE 1 CONC. E.S.W. MONUMENT FND.
- P.R.L.C. PLAT RECORDS LAMPASAS CO.
- D.R.L.C. DEED RECORDS LAMPASAS CO.
- G.P.R.L.C. OFFICIAL PUBLIC RECORDS LAMPASAS COUNTY
- () RECORD INFO/SUBJECT



SITE MAP
NOT TO SCALE



PRELIMINARY DOCUMENT FOR CLIENT REVIEW AND COMMENT: PURSUANT TO THE STATE OF TEXAS ADMINISTRATIVE CODE SECTION 138.33(a), THIS DOCUMENT IS "PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT"

- NOTES:**
- 1) ENTIRE SUBJECT PROPERTY IS LOCATED WITHIN ZONE X (AREAS OUTSIDE THE 100 YR FLOOD) AS GRAPHICALLY IDENTIFIED ON FEMA F.I.R.M., MAP NO. 48043000200, EFFECTIVE 06/15/1982.
 - 2) BASIS OF BEARINGS ARE TO THE NORTH AMERICAN DATUM OF 1983, TEXAS COORDINATE SYSTEM, CENTRAL ZONE.
 - 3) TOTAL ACREAGE: 5.556 ACRES
 - 4) NO. OF LOTS: 4 (RETAIL)
 - 5) ELECTRICAL SERVICE PROVIDED BY THE CITY OF LAMPASAS.
 - 6) WATER PROVIDED BY THE CITY OF LAMPASAS.
 - 7) SEWER SERVICES PROVIDED BY THE CITY OF LAMPASAS.
 - 8) ALL LOTS LIE WITHIN THE FULL PURPOSE CITY LIMITS OF LAMPASAS.
 - 9) THIS TRACT IS SUBJECT TO THE ZONING AND SUBDIVISION ORDINANCE IN PLACE AT THE TIME OF THE PLAT (MAY, 2023).
 - 10) CURRENT SITE ZONING IS (R)- RETAIL.
 - 11) NO RIGHT-OF-WAY DEDICATION IS REQUIRED.
 - 12) ALL EXISTING EASEMENTS SHALL BE VACATED AND REMOVED BY THIS PLAT. FUTURE EASEMENTS NOT DEDICATED HEREIN WILL BE DEDICATED BY SEPARATE INSTRUMENTS.
 - 13) SUBDIVISION IS NOT SUBJECT TO CURRENT OR FUTURE IMPACT FEES.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N69°19'33"E	63.11'
(L1)	N69°18'45"E	63.00'
L2	S87°43'18"E	118.00'

CURVE TABLE				
CURVE	RADIUS	ARC LEN	CHD LEN	CHD BRG
C1	2241.83'	175.45'	175.41'	N04°58'11"W
(C1)	2241.83'	---	---	---
C2	2241.83'	51.15'	51.15'	N02°04'26"W
(C2)	2241.83'	---	---	---
C3	2241.83'	9.57'	9.57'	N01°17'53"W
(C3)	2241.83'	---	---	---
C4	502.96'	92.16'	92.03'	N49°16'34"E
(C4)	502.96'	---	---	---
C5	502.96'	126.75'	126.42'	N61°44'42"E
(C5)	502.96'	---	---	---
C6	502.96'	38.46'	38.45'	N56°42'58"E

PROJ NO. 22177
 PREPARED FOR: JOSEPH C. ABEL
 TECH: LPF
 APPROVED: K.C. LUST
 FIELDWORK PERFORMED ON: SEPT. 2022 & MAY 2023
 COPYRIGHT: 2023

1500 OLLIE LANE
 MARBLE FALLS, TX. 78654
 PH. 325-388-3300 830-693-8815
 WWW.CUPLINASSOCIATES.COM

SCALE 1" = 60'

DATE	NO.	DESCRIPTION	REVISED
	1		
	2		


City ManagerITEM NO. 7.5

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

Subject:

Discussion and possible action to consider a request to amend the City of Lampasas Zoning Ordinance by amending the following Business Park Zoning Districts:
Section 30 A – Business Park Zone 1 –Low Intensity – “BPZ1”
Section 30 B – Business Park Zone 2 – Medium Intensity- “BPZ2”
Section 30 C – Business Park Zone 3 – High Intensity – “BPZ3”.

Requested By: Becky Sims, City Secretary/Zoning Administrator**Submitted By:** Becky Sims, City Secretary/Zoning Administrator**Date Submitted:** August 10, 2023**For the Agenda of:** August 14, 2023**Procurement and Funding Statement:**

N/A

Attachments:

Summary Statement: Staff request to amend Ordinance No. 878; the City of Lampasas Zoning Ordinance; to modify the following new business park districts that were added to the City of Lampasas Zoning Regulations in **July 2018**

- **Section 30-A Business Park Zone 1 (Low Intensity) “BPZ1”** The Low Intensity District anticipates land uses that have minimal impact to adjacent land uses in terms of noise, traffic, density and that have design standard’s that promote a higher architectural standard including landscaping, exterior finishes and signage.
- **Section 30-B Business Park Zone 2 (Medium, Intensity) “BPZ2”** The Medium Intensity District anticipates land uses that can accommodate slightly more intense uses that require more frequent or after hour traffic patterns; have a greater potential for increased noise and have a reduced construction and design standard due to the proximity away from main streets or access.
- **Section 30-C Business Park Zone 3 (High Intensity) “BPZ3”** The High Intensity District anticipates uses that are typical of a zoning district with higher volume of traffic, possible in the evening and weekend; noise generated from more intense manufacturing or assembly; and greater latitude for exterior finishes and outdoor storage of materials.
- Staff & LEDC Board have been working on *final* covenants, restrictions and zoning regulations since January 2022. In May 2023 the board approved the final covenants draft. Since that time Staff has worked diligently to modify the zoning regulations to fit the covenants and the vision of the board.

Highlights

- The Zoning Distinctions, General Purposes and Description remained the same.
- The maximum height is 70 ft (6-7 stories dependent on floor height).
- The minimum square foot is 3,000.

- No Temporary Portable Buildings
- BP1- will allow *Light Industrial with Office Showroom*
- Outdoor Storage is allowed based on specific percentage of floor area or lot- *BP1- Requires outdoor storage to be screened from public view.*
- Outdoor Retail Sales Display are permitted in all districts.
- The Permitted Uses in each zone have been identified, which provides more detail than simply retail, commercial, industrial uses.

Planning Commission did recommend approval at the August 3, 2023 meeting.

Recommendation:

To consider a motion to approve the first reading of an Ordinance to amend the City of Lampasas Zoning Ordinance by amending the following Business Park Zoning Districts:
Section 30 A – Business Park Zone 1 –Low Intensity – “BPZ1”
Section 30 B – Business Park Zone 2 – Medium Intensity- “BPZ2”
Section 30 C – Business Park Zone 3 – High Intensity – “BPZ3”.

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 878, THE CITY OF LAMPASAS ZONING ORDINANCE, TO ADD NEW BUSINESS PARK ZONING DISTRICTS SECTION 30-A BUSINESS PARK ZONE 1 (LOW INTENSITY) “BPZ1” SECTION 30-B BUSINESS PARK ZONE 2 (MEDIUM INTENSITY) “BPZ2” AND SECTION 30-C BUSINESS PARK ZONE 3 (HIGH INTENSITY) “BPZ3” (GENERAL PURPOSE AND DESCRIPTION); PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ANY INCONSISTENT PROVISIONS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, pursuant to Section 10 of the Zoning Ordinance of the City of Lampasas, Texas, public notice has been given, and a public hearing was held on August 3, 2023 by the Planning & Zoning Commission regarding amendments to the Lampasas Zoning Ordinance; and

WHEREAS, following a public meeting on August 3, 2023, the Planning & Zoning Commission recommended approval of the changes; and

WHEREAS, pursuant to Section 10 of the Zoning Ordinance of the City of Lampasas, Texas, public notice has been given, and a public hearing was held on August 14, 2023 by the City Council regarding the new Business Park Zoning Districts to be added to the Lampasas Zoning Ordinance; and

WHEREAS, the City Council finds that it is in the public interest to approve the requested new Business Park Zoning Districts to be added to the Lampasas Zoning Ordinance.

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

That Section 30-A, 30-B and 30-C be added to the Lampasas Zoning Ordinance adopted June 14, 1999 by Ordinance No. 878, as follows:

SECTION 30-A BUSINESS PARK ZONE-1 (LOW INTENSITY) “BPZ1”

30A.1 GENERAL PURPOSE AND DESCRIPTION

The Low Intensity District anticipates land uses that do not impact the area in terms of noise, traffic, density; and design standards that promote a higher architectural standard including landscaping, exterior finishes and signage.

30A.2 PERMITTED USES:

1. Those uses specified in Section 35 (Use Charts).
2. Such uses as may be permitted under provisions of Specific Use Permits, Section 34.
3. Typical land uses include Offices, Research, Financial Services, Software Development, Retail, Hospitality, Light Industrial with an Office Showroom.

30A.3 HEIGHT REGULATIONS:

A. Maximum Height:

1. Occupied structure/buildings – No more than 70 feet in height

30A.4 AREA REGULATIONS

A. Size of Yards:

1. **Minimum Front Yard** – Twenty-five feet (25')
2. **Minimum Side Yard** - Fifteen feet (15'); twenty feet (20') if adjacent to a street
3. **Minimum Rear Yard** - Twenty feet (20')

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

C. Minimum Main Building per lot shall be 3,000 square feet.

D. Parking Regulations:

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

30A.5 SPECIAL REQUIREMENTS

A. For site plan requirements, see Section 40.

B. Temporary Portable Buildings are not allowed in BPZ1 District

C. Open Outdoor Storage may not exceed 10% of its total floor area in the BPZ1 District. Screening shall be required only for those areas used for open outdoor storage. A minimum six-foot (6') screening fence or wall shall be provided and maintained at the property line adjacent to the area to be screened but may not include the following methods:

1. Chain link, barbed wire, electrical fencing
2. Alternate Open Outdoor Storage percentages may be approved through a Special Use Permit

D. Outdoor Retail Sales Display are allowed in the BPZ1 District.

- Outdoor retail sales is defined as products that are incidental to the permanent business establishment. Products shall not obstruct ingress and egress to a building, obstruct fire lanes, interfere with vehicular circulation or sight distance, be located in landscaped areas, or extend into the right-of-way.

E. Typical “Light Industrial” land uses such as manufacturing in “BPZ1” will be required to have an “Office Showroom.” An Office Showroom is an establishment with no more than eighty-five percent (85%) of its total floor area devoted to storage and warehousing, but not accessible to the general public. The remaining area may include retail and wholesale sales areas, sales offices, and display areas for products sold and distributed from the storage and warehousing areas.

- F. Electrical Service and exterior lighting shall be supplied by underground feed to pad mount transformer.
- G. Other Regulations: As established in the Development Standards, Sections 36 through 44.

SECTION 30-B BUSINESS PARK ZONE 2 (MEDIUM INTENSITY) “BPZ2”

30B.1 GENERAL PURPOSE AND DESCRIPTION

The Medium Intensity District anticipates land uses that can accommodate slightly more intense uses that require more frequent or after hour traffic patterns; have a greater potential for increased noise and have a reduced construction and design standards due to the proximity to streets or access.

30B.2 PERMITTED USES:

- 1. Those uses specified in Section 35 (Use Charts).
- 2. All uses allowed in the “BPZ1” zoning district.
- 3. Such uses as may be permitted under provisions of Specific Use Permits, Section 34.
- 4. Typical land uses within the Medium Intensity District would include light manufacturing, warehousing, offices, research and development, call or data centers, fabrication, furniture manufacturer, or refinishing, sheet metal or structural metal sales and fabrication, hospitality, accessory installation, and uses generally allowed in the Low Intensity District.

30B.3 HEIGHT REGULATIONS

A. Maximum Height:

- 1. Occupied structure/buildings – no more than 70 feet in height
- 2. Unoccupied structures (e.g., grain silos, etc., elevated water storage etc. except communications antennae, see Section 41.5C) No height limit unless adjacent to a residential zoning district (SF-20, SF-10, SF-8, SF-6, SF-PH, 2F, SFA, MF-1, MF-2 and MH); whereas additional setback (i.e., front, side, rear yard) distance must be provided from the residential zoning district boundary line of one (1) additional foot for each two feet that such structures exceed thirty-five feet (35')

30B.4 AREA REGULATIONS

A. Size of Yards:

- 1. **Minimum Front Yard** – Twenty-five feet (25')
- 2. **Minimum Side Yard** - Fifteen feet (15'); twenty feet (20') if adjacent to a street
- 3. **Minimum Rear Yard** - Twenty feet (20')

- B. **Minimum Main Building** per lot shall be 3,000 square feet.
- C. **Maximum Lot Coverage:** Sixty-five percent (65%).
- D. **Parking Regulations:**
 - 2. As required by Section 36, Off-Street Parking and Loading Requirements.

30B.5 SPECIAL REQUIREMENTS

- A. For site plan requirements, see Section 40.
- B. Temporary Portable Buildings are not allowed in the BPZ2 District.
- C. Open Outdoor Storage may not exceed 10% of its total lot size in the BPZ2 District.
- D. Outdoor Retail Sales Display are allowed in the BPZ2 District.
 - Outdoor retail sales is defined as products that are incidental to the permanent business establishment. Products shall not obstruct ingress and egress to a building, obstruct fire lanes, interfere with vehicular circulation or sight distance, be located in landscaped areas, or extend into the right-of-way.
- E. Electrical Service and exterior lighting shall be supplied by underground feed to pad mount transformer.
- F. **Other Regulations:** As established in the Development Standards, Sections 36 through 44.

SECTION 30-C BUSINESS PARK ZONE 3 (HIGH INTENSITY) “BPZ3”

30C.1 GENERAL PURPOSE AND DESCRIPTION

The High Intensity District anticipates uses that are typical of an industrial zoning district with higher volume of traffic, possibly in the evening and weekend; noise generated from more intense manufacturing or assembly; and greater latitude for exterior finishes and outdoor storage of materials.

30C.2 PERMITTED USES:

- 1. Those uses specified in Section 35 (Use Charts).
- 2. All uses allowed in the “BPZ1” and “BPZ2” zoning districts.
- 3. Typical land uses might include: heavy manufacturing, material batching or mixing, warehousing, trade shop, food processing, logistics, welding or metal manufacturing, paint or repair shops, fabrication or propane storage.

30C.3 HEIGHT REGULATIONS

A. Maximum Height:

1. Occupied structure/buildings – no more than 70 feet in height.
2. Unoccupied structures (e.g., grain silos, elevated water storage etc., except communications antennae, see Section 41.5C) - No height limit unless adjacent to a residential zoning district (SF-20, SF-10, SF-8, SF-6, SF-PH, 2F, SFA, MF-1, MF-2 and MH); whereas additional setback (i.e., front, side, rear yard) distance must be provided from the residential zoning district boundary line of one (1) additional foot for each two feet that such structures exceed thirty-five feet (35')

30C.4 AREA REGULATIONS

A. Size of Yards:

1. **Minimum Front Yard** – Twenty-five feet (25')
2. **Minimum Side Yard** - Fifteen feet (15'); twenty feet (20') if adjacent to a street
3. **Minimum Rear Yard** - Twenty feet (20')

B. Minimum Main Building per lot shall be 3,000 square feet.

C. Maximum Lot Coverage: Seventy-five percent (75%).

D. Parking Regulations:

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

30C.5 SPECIAL REQUIREMENTS

A. For site plan requirements, see Section 40.

B. Temporary Portable Buildings are not allowed in the BPZ3 District

C. Open Storage shall not exceed 25% of the lot area. Open storage shall not occupy any required parking space(s), traffic circulation, and/or fire lane(s).

D. Outdoor Retail Sales Display are allowed in the BPZ3 District.

- Outdoor retail sales is defined as products that are incidental to the permanent business establishment. Products shall not obstruct ingress and egress to a building, obstruct fire lanes, interfere with vehicular circulation or sight distance, be located in landscaped areas, or extend into the right-of-way.

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

SECTION 3. All provisions of the City of Lampasas Zoning Ordinance not hereby amended shall remain in full force and effect. All Ordinances or parts of the ordinances of the City of Lampasas, Texas that are not consistent with or in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 4. It is hereby declared to be the intention of the City Council of the City of Lampasas, Texas that the phrases, clauses, sentences, paragraphs, and sections of this Order are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance should be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Ordinance, since the same would have been enacted by the City Council without incorporation in this Ordinance of such unconstitutional phrase, clause, sentence, paragraph, or sentence

SECTION 5. This Ordinance shall become effective upon the final date of the adoption noted below, with the penalty provisions contained herein, if any, to take effect and become enforceable by the City ten (10) days following the publication of the ordinance in the Lampasas Dispatch Record.

PASSED AND APPROVED ON THE FIRST READING ON THE _____ DAY OF _____, 2023.

PASSED AND APPROVED ON THE SECOND READING ON THE _____ DAY OF _____, 2023.

APPROVED:

ATTEST:

Herb Pearce, Mayor

Becky Sims, City Secretary

APPROVED AS TO FORM:

Jo-Christy Brown, City Attorney

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


City Manager

ITEM NO. 7.6

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

Subject:

Discussion and possible action to consider a request to rezone property being 151.64 acres out of the Daniel Stanley Survey, Abstract 0631, more specifically being the Lampasas Economic Development Corporation Business Park located on South U.S. Highway 183 from an area zoned Agricultural “AG” to Business Park Zone 1 “BPZ1”, Business Park Zone 2 “BPZ2” and Business Park Zone 3 “BPZ3”

Requested By: Becky Sims, City Secretary/Zoning Administrator

Submitted By: Becky Sims, City Secretary/Zoning Administrator

Date Submitted: August 10, 2023

For the Agenda of: August 14, 2023

Procurement and Funding Statement:

N/A

Attachments:

Request to rezone property being **151.64 acres** out of the Daniel Stanley Survey, Abstract 0631, more specifically being the Lampasas Economic Development Corporation Business Park located on South U.S. Highway 183 from an area zoned **Agricultural “AG” to Business Park Zone 1 “BPZ1”, Business Park Zone 2 “BPZ2” and Business Park Zone 3 “BPZ3”**

Lot 1- 7.526 acres –BP1- Low Intensity

Lot 2- 3.703 acres- BP2- Medium Intensity

Lot 3- 9.762 acres- BP3-High Intensity

Lot 4- 98.81 acres- Split between BP2 Medium (Business Blvd. Frontage) & BP3 High Intensity

Lot 5- 25.192 acres Split between BP1-Low (183 Frontage) & BP-2 Medium Intensity

Planning Commission did recommend approval at the August 3, 2023 meeting.

Recommendation:

To consider a motion to approve the first reading of an Ordinance to rezone property being 151.64 acres out of the Daniel Stanley Survey, Abstract 0631, more specifically being the Lampasas Economic Development Corporation Business Park located on South U.S. Highway 183 from an area zoned Agricultural “AG” to Business Park Zone 1 “BPZ1”, Business Park Zone 2 “BPZ2” and Business Park Zone 3 “BPZ3”

ORDINANCE NO. _____

AN ORDINANCE GRANTING A REQUEST TO ZONE PROPERTY, AND ORDERING A CHANGE TO ORDINANCE NO. 878 AND THE ACCOMPANYING CITY OF LAMPASAS OFFICIAL ZONING MAP, AS AMENDED, TO CHANGE THE ZONING CLASSIFICATION FROM AGRICULTURE TO BUSINESS PARK ZONE 1 “BPZ1”, BUSINESS PARK ZONE 2 “BPZ2” AND BUSINESS PARK ZONE 3 “BPZ3” FOR THE LAMPASAS ECONOMIC DEVELOPMENT CORPORATION BUSINESS PARK DESCRIBED AS 151.64 ACRES, ABSTRACT 0631, DANIEL STANLEY SURVEY, COMMONLY KNOWN AS SOUTH US HIGHWAY 183 LAMPASAS, TEXAS LAMPASAS COUNTY. DETAILING RESTRICTIONS RELATED THERETO; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Lampasas Economic Development Corporation (owner) is asking the City of Lampasas Planning and Zoning Commission and City Council to consider zoning 151.64 acres out of the Daniel Stanley Survey, Abstract 0631, more specifically being the Lampasas Economic Development Corporation Business Park located on South U.S. Highway 183 from an area zoned Agricultural “AG” to Business Park Zone 1 “BPZ1”, Business Park Zone 2 “BPZ2” and Business Park Zone 3 “BPZ3” as follows:

- Lot 1- 7.526 acres –BP1- Low Intensity
- Lot 2- 3.703 acres- BP2- Medium Intensity
- Lot 3- 9.762 acres- BP3-High Intensity
- Lot 4- 98.81 acres- Split between BP2 Medium Intensity (Business Blvd. Frontage) & BP3 High Intensity
- Lot 5- 25.192 acres Split between BP1-Low Intensity (183 Frontage) & BP-2 Medium Intensity

WHEREAS, pursuant to Section 10 of the City’s Zoning Ordinance, notice of the request to change the zoning classification on said property was given to all property owners located within two hundred feet (200’) of the property; and

WHEREAS, pursuant to Section 10 of the Zoning Ordinance of the City of Lampasas, Texas, public notice has been given, and a public hearing was held on August 3, 2023 by the Planning & Zoning Commission regarding the request for zoning classification by the Applicant; and

WHEREAS, pursuant to Section 10 of the Zoning Ordinance of the City of Lampasas, Texas, public notice has been given, and a public hearing was held on August 14, 2023 by the City Council regarding the request to provide a zoning distinction to the Lampasas Economic Development Business Park by the Applicant; and

WHEREAS, the City Council finds that it is in the public interest to approve the request to rezone the property from Agriculture to Business Park Zones 1,2 & 3 as follows:

- Lot 1- 7.526 acres –BP1- Low Intensity
- Lot 2- 3.703 acres- BP2- Medium Intensity
- Lot 3- 9.762 acres- BP3-High Intensity
- Lot 4- 98.81 acres- Split between BP2 Medium Intensity (Business Blvd. Frontage) & BP3 High Intensity
- Lot 5- 25.192 acres Split between BP1-Low Intensity (183 Frontage) & BP2 Medium Intensity

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

Part 1: That the zoning distinction requested by Lampasas Economic Development Corporation (owner) for property described as 151.64 acres out of the Daniel Stanley Survey, Abstract 0631, more specifically being the Lampasas Economic Development Corporation Business Park located on South U.S. Highway 183 from an area zoned Agricultural “AG” to Business Park Zone 1 “BPZ1”, Business Park Zone 2 “BPZ2” and Business Park Zone 3 “BPZ3” as described is hereby approved.

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

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

PASSED AND APPROVED THE FIRST READING ON THE 14th DAY OF AUGUST 2023

PASSED AND ADOPTED ON THE SECOND READING ON THE 28TH DAY OF AUGUST 2023.

APPROVED:

ATTEST:

Herb Pearce, 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 ManagerITEM NO. 7.7

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

Subject:

Discussion and possible action regarding the first and final reading of an Ordinance to voluntarily annex in property described as 12.74 acres of land out of the James Easley Survey, ABST No. 185, Lampasas County, Texas and being a part of that tract described in a Special Warranty Deed to the David and Karen Love Living Trust dated November 12, 2018 and recorded in Volume 550, page 125 of the Deed Records of Lampasas County

Requested By: Becky Sims, City Secretary/Zoning Administrator

Submitted By: Becky Sims, City Secretary/Zoning Administrator

Date Submitted: August 10, 2023

For the Agenda of: August 14, 2023

Procurement and Funding Statement:

Attachments: Request & Petition to Annex, Public Hearing Notice, Service Plan

Summary Statement:

Ron Kuker filed the petition for Voluntary Annexation on July 17, 2023. Legislation has changed regarding the voluntary annexation process. Council is no longer required to grant the petition to proceed with the Public Hearing. The change to the law has granted a more expediate process for Voluntary Annexation. The subdivision is 12.74 acres of land and the owner has requested that proceeding the annexation that the property be zoned multi-family-2 apartments. Staff has published the public hearing in the newspaper and sent the required certified letters to the various entities per Local Government Code §43.0673.

Recommendation:

To consider a motion to approve the first and final reading of an Ordinance to voluntarily annex in property described as 12.74 acres of land out of the James Easley Survey, ABST No. 185, Lampasas County, Texas and being a part of that tract described in a Special Warranty Deed to the David and Karen Love Living Trust dated November 12, 2018 and recorded in Volume 550, page 125 of the Deed Records of Lampasas County

ORDINANCE NO. _____

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

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

WHEREAS, on or about July 21, 2023, the owner of the Property described herein below, "Owner," voluntarily petitioned the City of Lampasas requesting that the City annex the Property possessed and controlled solely by the Owner, and upon which fewer than three qualified voters currently reside; and

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

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

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

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

ANNEXED TRACT:

Being 12.74 acres of land out of the James Easley Survey, ABST No. 185, Lampasas County, Texas and being a part of that tract described in a Special Warranty Deed to the David and

Karen Love Living Trust dated November 12, 2018 and recorded in Volume 550, page 125 of the Deed Records of Lampasas County. (the “Annexed “Property” or “Property”)

2. A Service Plan for the Property is adopted and attached hereto as Exhibit A.
3. The City Secretary is hereby directed to file with the County Clerk of Lampasas, Texas, and/or any other appropriate official or agency, as required by law, a certified copy of this Ordinance.

PASSED by an affirmative vote of all members of the City Council on the first and final reading, this the 14^h day of August 2023

APPROVED:

Herb Pearce, Mayor

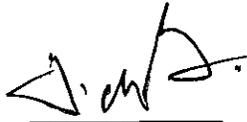
ATTEST:

Becky Sims, City Secretary

APPROVED AS TO FORM:

Jo-Christy Brown, City Attorney
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City ManagerITEM NO. 7.8

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

Subject:

Discussion and possible action regarding the approval of pole attachment agreement by and between Fiberlight, LLC and the City of Lampasas for use and attachment to City's utility poles.

Requested By: Finley deGraffenried, City Manager**Submitted By:** Finley deGraffenried, City Manager**Date Submitted:** August 10, 2023**For the Agenda of:** August 14, 2023**Procurement and Funding Statement:**

N/A

Attachments: Proposed Agreement for Joint Use Poles

Summary Statement:

The attached proposed agreement is modeled and substantially consistent with the agreements in place with AT&T and Suddenlink. The boiler plate agreement was developed in consultation with Georgia Crump, Attorney with Lloyd Gosslink and Associates; and Greg Fender, utility consultant. The only change requested by Fiberlink is within 11.2 of the agreement, and sets the process and fee for City attachment to Fiberlight assets as a one-time, inclusive charge for the Fiberlight Poles. JC Brown, City Attorney has received the amendments and is satisfied the City is protected.

Recommendation:

To consider a motion to approve the pole attachment agreement by and between Fiberlight, LLC and the City of Lampasas for use and attachment to City's utility poles.

GENERAL AGREEMENT FOR JOINT USE POLES

THIS AGREEMENT made and effective August 7, 2023, by and between the City of Lampasas, a home rule municipality organized under the laws of the State of Texas, (hereinafter called "LAMPASAS"), and FiberLight, LLC, with its principal place of business in Alpharetta, Georgia (hereinafter called "FBL"); The City of Lampasas and Fiberlight, LLC are each referred to herein as a "Party," and collectively as the "Parties."

WITNESSETH:

WHEREAS, LAMPASAS and FBL own, operate and maintain Poles and power lines and communication facilities in the State of Texas;

WHEREAS, LAMPASAS and FBL, each acting as a Licensee, desire to place certain lines, cables, wires Attachments and appurtenances (hereinafter referred to as "Attachments") on certain Poles of the other Party, acting as a Licensor, for the limited purpose of providing all lawful Services in compliance with any and all local, state or federal regulations; provided that such Attachments do not create interference with the facilities or services of Licensor and that safety will not be adversely affected by placement of said Attachments;

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

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

SECTION 1. DEFINITIONS

- 1.1 "Agreement" shall mean this License Agreement for Joint Use Poles between the City of Lampasas, Texas and FiberLight, LLC.
- 1.2 "Attachment" shall mean all electric and communication facilities, including but not limited to lines, wires, copper cables, fiber optic cables, coaxial cables, equipment, or associated appurtenances, which are owned or utilized by Licensee and attached directly to Licensor's Pole, excluding warning signs, bonds, and MGN grounding connections. Attachment does not include wireless communications facilities, such as radios, antennas, or similar equipment used to wirelessly transmit communications, whether voice or data.
- 1.3 "Joint Use" shall mean using Attachments or maintaining Attachments of both Licensor and Licensee on Licensor's Pole.
- 1.4 "Licensee" shall mean the Party and its authorized successor attaching to a Pole owned by the other Party.
- 1.5 "Licensor" shall mean the Party which owns and/or controls the Pole on which the Licensee is attaching.
- 1.6 "Overlash" shall mean to place an additional wire, strand, or cable on an existing Attachment owned by Licensee and permitted under this Agreement.
- 1.7 "Permit Application" shall mean the written request from Licensee to place, replace, relocate, or remove its Attachments on Licensor's Pole, and is identified as Exhibit "A" of this Agreement.
- 1.8 "Pole" shall mean a wood, concrete, or metal pole which is owned by Licensor. "Pole" refers exclusively to poles used for Licensor's distribution system or

communication system and does not include poles, of whatever composition, used in LAMPASAS'S electric transmission system.

- 1.9 "Service Drop" shall mean a line from the main distribution cable, which provides service to a single customer, building, or location.
- 1.10 "Services" shall mean all lawful business that each Party is licensed, governed, franchised, or authorized to perform in the offering of service to its customers.
- 1.11 "Third Party Attacher" shall mean any person or entity other than Licensor or Licensee that has, or is placing, attachments on Licensor's Pole.
- 1.12 The singular of a word shall also refer to the plural and vice versa, unless the context otherwise requires.
- 1.13 Wherever "days" are referred to the term shall mean calendar days. "Business days" shall refer to the days Monday through Friday.

SECTION 2. LICENSOR'S GRANT OF PRIVILEGE TO LICENSEE TO ATTACH TO LICENSOR'S POLE

- 2.1 This Agreement shall be in effect and shall apply to all Attachments made by Licensee to Poles owned by Licensor now existing or hereinafter erected, and such Poles are included within the scope of this Agreement in accordance with the procedures hereinafter set forth. Nothing in this Agreement shall be construed as requiring Licensor to give Licensee permission to use any particular Pole or to allow Licensee to continue to use any particular Pole unless Licensee has an approved Permit Application for its Attachment on said particular Pole. Licensor, in its reasonable discretion, reserves the right to exclude and may refuse Licensee permission to use any Pole where there is insufficient capacity and for reasons of safety or reliability, in order to comply with generally applicable engineering purposes, or where space is required now or in the future to provide for Licensor's Services. Licensor may, subject to the terms of this Agreement, require Licensee to replace, relocate, modify, or remove Attachments, or perform other work with respect to Licensee's Attachment on any Pole, subject to Sections 2.7 and 9.2 herein.
- 2.2 No use, however extended, of Poles under this Agreement shall create or vest in Licensee any ownership or property right in said Poles, but Licensee's rights in such Poles shall be and remain a mere license terminable as provided herein. Nothing in this Agreement shall be construed to compel Licensor to maintain any Pole for any period of time.
- 2.3 The license granted to Licensee hereunder with respect to any Pole shall be non-exclusive in that Licensor reserves the right to use any and all such Poles for any lawful purpose of business, or to lease or otherwise permit any other person or entity the right to lease or use any or all Poles, on a nondiscriminatory basis, for any lawful purpose. The rights and privileges of Licensee shall be subject to the rights and privileges of others upon whom Licensor has conferred contractual rights or privileges to use its Poles prior to the execution of this Agreement, or who are predecessors to this Agreement. Nothing in this Agreement shall be construed as a limitation against Licensor with respect to any preexisting agreement with others not parties to this Agreement.
- 2.4 **EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT OR AS REQUIRED BY LAW, LICENSOR MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL A PARTY BE RESPONSIBLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES. LICENSOR MAKES**

NO WARRANTY AS TO THE LONGEVITY OR USEFUL LIFE OF WOOD POLES.

- 2.5 Licensee shall be solely responsible for determining the necessity of and for obtaining all rights-of-way, easements, licenses, franchises, authorizations, permits, and consents required to construct, operate, and/or maintain its Attachments on Licensor's Poles from federal, state, county, or municipal authorities or private and/or public property owners. Should Licensee desire to place an Attachment on Licensor's Pole, which is located on private property, Licensee will submit to Licensor, along with the appropriate Permit Application, proof that Licensee has the right to place its Attachment on said property
- 2.6 On any Pole on which Licensee may be permitted to attach its Attachments, Licensor specifically reserves its right to maintain its own facilities and to operate its own equipment thereon in such a manner as will best enable it to fulfill its own service requirements.
 - 2.6.1 Licensee will operate Licensee's Attachments in a manner which will not cause or create interference: (i) with Licensor's existing or proposed communications or electric transmission or distribution operations, as appropriate; or (ii) with the equipment of any Third Party Attacher sharing the Pole prior to Licensee's use of the Pole or whose tenure on the Pole began prior to the Licensee's modification of its equipment; or (iii) between the equipment of Licensor or any such Third Party Attacher.
 - 2.6.2 During the Term, Licensee agrees to cooperate in any investigation and resolution of any interference caused by or occurring between equipment of any parties operating on the Poles, including cooperation in and compliance with the determination and recommendations of the third-party analysis provided for in this Section.
 - 2.6.3 In the event that the equipment or operation of Licensee is interfering with the equipment or operation of Licensor or of a pre-existing Third Party Attacher, on notice by Licensor, Licensee will use its best efforts to correct the interference in a timely manner even if Licensee is operating in full compliance with applicable Federal, State or local regulations.
 - 2.6.4 If Licensee fails to correct the interference with equipment or operation of Licensor or of a pre-existing Third Party Attacher within thirty (30) days after receipt of notice from Licensor, Licensor may terminate the license as to the Pole or Poles in question on thirty (30) days additional notice, and Licensee will promptly remove the Attachment(s) from the Pole(s).
 - 2.6.5 If the interfering party is a Third Party Attacher which began sharing the Pole(s) or modified its equipment after Licensee began using the Pole(s), Licensor will notify the Third Party Attacher to correct the interference immediately, even if such Third Party Attacher is operating in full compliance with applicable regulations. If the Third Party Attacher fails to correct the interference immediately, Licensor will notify the Third Party Attacher to cease all operations.
 - 2.6.6 Licensor may in its reasonable discretion cause an independent third-party interference analysis to be made and require the party found to be interfering improperly to correct the interference or cease all operations. If Licensee is found to be interfering with Licensor or a pre-existing Third Party Attacher, Licensee will pay the reasonable actual costs associated with the analysis.
- 2.7 Licensor shall not be liable to Licensee for any interruption of Licensee's service or for any interference with the operation of Licensee's Attachments in any manner except as set out in this Agreement. If Licensor determines in its sole discretion that space on a Pole covered by this Agreement is needed by Licensor, and such need was a condition identified during Licensee's Permit Application for Attachment, in accordance with a bona fide development plan that projects a need for that space for the provision of Licensor's Services, Licensor may, by giving Licensee thirty (30) days notice, reclaim the Pole(s) in question, and Licensee will remove its Attachments on said Pole on or before the first day of the month after the expiration of the 30-day notice period. The Parties will use their best efforts to locate other Licensor Poles that are suitable for Licensee's purposes. If suitable replacement Pole(s), are not located within the thirty (30) day notice period,

Licensors will terminate the license under this Agreement with respect to the Poles in question. Payments attributable to reclaimed Pole(s) will not be due for the period between Licensee's cessation of operations at the reclaimed Pole(s) and the commencement of operations at the replacement site, if any.

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

SECTION 3. TECHNICAL REQUIREMENTS

- 3.1 The Joint Use of Poles covered by this Agreement shall at all times be in conformity with the requirements of the latest edition of the National Electric Safety Code (NESC), National Electric Code (NEC), Occupational Safety and Health Code (OSHA), Telcordia Technologies, Inc. (formerly BellCore) BlueBook Manual of Construction Procedures, Document Number SR-1421, Issue Number 05, Issue Date September 2011, and any subsequent revisions or successors thereto, as well as non-discriminatory requirements of Licensors' specifications in effect at the time of original construction or major change to Licensee's Attachments. In cases of conflict, the more stringent requirements shall apply.
- 3.2 In the event Licensors should amend its requirements, rules, or practices for the Joint Use of Poles, Licensors shall give written notice of such change and Licensee shall make such changes or alterations in its installations and maintenance of its facilities as may be required to fully comply with the provisions of such written notice. Licensee further agrees to make such changes, modifications, or alterations within 60 days after receipt of written notice. Should it be commercially unreasonable for Licensee to implement such changes, modifications or alterations within 60 days, Licensors shall grant Licensee additional time for Licensee to implement such changes on a reasonable schedule.
- 3.3 Prior to Licensee placing an Attachment on Licensors' Pole, Licensors may perform loading calculations to determine the strength of the Poles to ensure their sufficiency for transverse and vertical loads imposed upon them under heavy storm loading conditions of the NESC. All cost to Licensors to determine the proper loading for Licensee's proposed Attachments will be paid by Licensee to Licensors. Licensee will provide Licensors with the characteristics of Licensee's Attachments to be placed on the Pole. Further, Licensee expressly assumes responsibility for determining the condition of all Poles to be accessed or climbed by its employees, agents, contractors, or subcontractors. Licensee assumes all risks related to the construction, operation, and maintenance of its Attachments, except as to those that may be caused by the gross negligence or willful misconduct of Licensors.
- 3.4 Licensee shall take all steps necessary to protect persons and property against injury or damage that may result from the presence, installation, use, maintenance, or operation of Licensee's Attachments, and to specifically avoid interference with Lampasas' safe and efficient operation of its electric distribution system. Should any such injury, damage, or interference occur despite such steps, Licensee shall promptly notify Licensors within two (2) working days of such injury, damage, or interference. At Licensors' option, Licensee shall either (i) repair such damage and/or resolve interference, or (ii) compensate Licensors for the reasonable actual costs of repairing any such damage and/or resolving such interference, and shall indemnify Licensors as provided herein.
- 3.5 Licensee shall ensure that all employees, agents, and contractors of Licensee used to install or maintain the Attachments have been certified or trained by an entity

to work in the vicinity of electric distribution poles that are comparable to the training received by Licensor's employees performing similar work. Licensee shall produce proof of such certification or training upon Licensor's request.

- 3.6 All necessary anchors and guys shall be in place and operative prior to the placement of Licensee's Attachments. Any unbalanced loading of Licensor's Poles, which is caused solely by the placement of Licensee's Attachments, shall be properly guyed and anchored by Licensee, and Licensee shall be solely responsible for all expense, risk and liability associated therewith. Licensee will place guy markers on all such down guys and Licensor shall have no responsibility in placing, monitoring or maintaining such markers. Licensee shall not attach any of its Attachments to any guy or anchor of Licensor.
- 3.7 Licensee's communicable cable will be tagged at maximum intervals of every third Pole, so as to identify Licensee as owner of said cable. Tags shall be of sufficient size and lettering as to be easily read from ground level. All cables installed following the date of this Agreement shall be tagged and Licensee shall tag all existing non-tagged cables as Licensee is performing any service work in the ordinary course of maintenance on existing non-tagged cables. Licensee shall be solely responsible for periodically inspecting its Attachments to ensure they have permanent identification markers. Should Licensor encounter any of Licensee's Attachments, where Licensee has performed maintenance after the Effective Date of this Agreement, which do not have permanent markers, Licensor may notify Licensee provided that Licensor can identify the Attachments as belonging to Licensee. Licensee shall have thirty (30) days from the date of notice to place such permanent identification markers on those Attachments. If the markers are not placed within thirty (30) days, then Licensor may remove such Attachments provided no service interruption or risk to public safety results without incurring any liability to Licensee, and Licensee shall reimburse Licensor for the cost of such removal.
- 3.8 Should Licensee desire to Overlash its own existing Attachments, Licensee will submit a Permit Application in accordance with Section 4 of this Agreement. Licensee may Overlash its own existing Attachments provided that there is adequate pole strength and the overlashed Attachment complies with the specifications set forth in Section 3.1. Overlashing shall not be considered a separate Attachment for the purpose of calculation of pole rental fees.
- 3.9 Each application shall involve sufficient planning by Licensee to ensure Licensee shall comply with all specifications enumerated in Section 3.1 above and applicable federal, state, county and local laws, statues, ordinances, codes, rules and regulations regarding any removal and disposal of Poles undertaken by Licensee, and regarding maintenance, placement and operation of Attachments. **Licensee shall defend, indemnify and hold the Licensor harmless from and against any charges, penalties, fines, losses, or damages sustained by the Licensor because of the Licensee's noncompliance with this provision.**
- 3.10 Where municipal or other governmental regulations require Licensor to allow the use of its poles for fire alarm, police, or other like signal systems, such use shall be permitted under the terms of this Agreement, and the Licensee shall be subject to such regulation in its use of any jointly-used poles to the same extent as Licensor.

SECTION 4. ESTABLISHING JOINT USE OF POLES

- 4.1 Throughout the term of this Agreement, Licensee may designate a Pole or Poles on which it desires to place, replace, relocate, or modify any Attachment. Each such designation shall be made by Licensee by submitting to Licensor a Permit Application in such manner as prescribed in the form of Exhibit "A" to this Agreement, or as may be amended by Licensor, signed by a duly authorized representative of Licensee, and specifying in the appropriate spaces thereon the type of work Licensee desires to perform and the Pole or Poles on which such

work is to be performed. Licensee shall not place any Attachment on Licensor's Pole prior to receiving a conditionally approved or approved Permit Application. Notwithstanding any other provision in this Agreement Licensee may place, replace, relocate, or modify a Service Drop on any Pole without prior written notice to Licensor and without first submitting a Permit Application. If Licensee attaches a Service Drop to Licensor's Pole on which Licensee has no current Attachment, Licensee shall, on a quarterly basis, submit a Permit Application to Licensor signed by a duly authorized representative of Licensee and identifying all Poles on which Licensee has attached Service Drops.

- 4.2 Licensor shall approve, conditionally approve or deny each Permit Application for the placement, replacement, relocation or modification of Licensee's Attachment within forty-five (45) days of receipt. Should Licensee require a response time less than forty-five (45) days, due to a regulatory or service requirement, Licensee will provide written notice to Licensor at the time the Application is submitted, as to the date a response is required to meet Licensee's service requirements. Licensor will use its best commercially reasonable efforts to respond to Licensee's request. Should Licensor be unable to meet Licensee's shorter time frame requirement, Licensor will notify Licensee and include a detailed response as to why the shortened time frame cannot be met. Licensor will return a copy of the Permit Application to Licensee reflecting its approval, conditional approval or denial in the appropriate space.
- 4.3 Licensor may deny any Permit Application on a non-discriminatory basis for the placement, replacement, relocation or modification of Licensee's Attachments, where, in Licensor's reasonable judgment, there is insufficient capacity, space is required for Licensor's Services or on the basis of safety, reliability and generally accepted engineering practices.
- 4.4 Licensor may conditionally approve a Permit Application for the placement, replacement, relocation or modification of Licensee's Attachment on the condition that Licensee modifies the application in certain specified respects. In such event, Licensor shall return a copy of the Permit Application to Licensee reflecting such conditional approval and detailing the required modifications in the appropriate spaces thereon. If Licensee is willing to accept Licensor's modifications to the Permit Application, Licensee shall return the Permit Application to Licensor, within thirty (30) days of its receipt, signed by a duly authorized representative and reflecting Licensee's acceptance of the modifications in the appropriate spaces thereon. Should Licensee decide not to accept the cost associated with any Permit Application, the Licensee shall pay the Licensor all reasonable cost for time spent processing such Permit Application.
- 4.5 If approval of a Permit Application for the placement, replacement, relocation or modification of Licensee's Attachment will require a modification or rearrangement of the Attachments of Licensor or any other Third Party Attacher on any Pole solely to accommodate Licensee's Attachment, Licensor in the exercise of its reasonable discretion, may conditionally approve the Permit Application on the condition that Licensee agrees to reimburse Licensor for all reasonable actual costs associated with such modification or rearrangement. In such event, Licensor shall return a copy of the Permit Application to Licensee reflecting such conditional approval and detailing the Attachments that must be modified or rearranged and the estimated cost of making the modifications and rearrangements in the appropriate spaces thereon. If Licensee is willing to reimburse Licensor for all reasonable actual costs associated with such modifications or rearrangement solely to accommodate Licensee's Attachments, Licensee shall return the Permit Application to Licensor, within thirty (30) days of its receipt, signed by a duly authorized representative and reflecting its acceptance of such costs in the appropriate spaces thereon. The Permit Application shall be accompanied by payment of the amount of estimated cost of making such modification or rearrangement. Upon Licensor's completion of such modification or rearrangements, the reasonable actual cost of performing said

work will be compared with the estimated cost. Licensee agrees to pay Licensor any undercharge in the difference between the estimated cost and the reasonable actual cost and Licensor agrees to reimburse Licensee any overcharge in the difference between the estimated cost and the reasonable actual cost.

- 4.6 If approval of a Permit Application for the placement, replacement, relocation or modification of Licensee's Attachment will require the placement of new Poles or replacement of one or more existing Poles solely to accommodate the new Attachments of Licensee, Licensor may approve the Permit Application on the condition that Licensee agrees to reimburse Licensor for all reasonable actual costs attributable to the placement of new Poles or replacement of the existing Poles with new Poles required solely to accommodate the new Attachments of Licensee. In such event, Licensor shall return a copy of the Permit Application to Licensee reflecting such conditional approval and detailing the estimated cost associated with the replacement of the existing Poles with new Poles required solely to accommodate the new Attachments of Licensee. If Licensee is willing to pay all reasonable actual costs associated with the placement of new Poles or the replacement of existing Poles with new Poles, Licensee shall return the Permit Application to Licensor, within thirty (30) days of its receipt, signed by a duly authorized representative and reflecting Licensee's acceptance of such costs in the appropriate spaces thereon. The Permit Application shall be accompanied by payment of the amount of the estimated cost of making such replacement. Upon Licensor's completion of such modification or rearrangements, the reasonable actual cost of performing said work will be compared with the estimated cost. Licensee agrees to pay Licensor any undercharge in the difference between the estimated cost and the reasonable actual cost and Licensor agrees to reimburse Licensee any overcharge in the difference between the estimated cost and the reasonable actual cost.
- 4.7 Licensor shall use reasonable efforts to respond to each Permit Application within forty-five (45) days after its submission or sooner if so requested as described in 4.2. Licensee shall limit the number of Poles on each Permit Application to include no more than twenty-five (25) poles. If Licensee submits more than one such Permit Application at the same time or submits additional Permit Applications during the pendency of another such Permit Application, Licensee shall designate, in writing, an order of priority for the review of Licensor. In the absence of such designation, Licensor shall review them in the order of their submission.
- 4.8 Licensee shall pay Licensor a pre-construction inspection fee to compensate Licensor for the reasonable actual cost incurred to inspect the Poles identified in the Permit Application to insure adequate space is available for Licensee's Attachments as well as ensuring Poles have adequate vertical and horizontal strength to support Licensee's proposed Attachments and a post-construction inspection fee for the reasonable actual cost incurred to insure Attachments were installed according to the make-ready recommendation of the Permit Application and terms and conditions of this Agreement. Licensor shall provide the Licensee with an itemized invoice reflecting such fees within a reasonable time following the inspections. Failure to pay these fees within forty-five (45) days of written receipt of the invoice will void the conditional approval of the Permit Application and Licensee will remove all Attachments within fifteen (15) days.
- 4.9 If Licensee has a requirement to locate its equipment using any easement, right of way, or other property right of Licensor but over which no Poles or an insufficient number of Poles are located to facilitate Licensee's purposes, Licensee shall notify Licensor. Licensee and Licensor, within a reasonable time after the delivery of such written notice, will determine the location and size of the Poles that will meet the present and/or future service requirements of Licensee and Licensor and any existing Third Party Attacher. At its sole option, Licensor may construct the necessary Poles, and Licensee shall bear all actual costs associated with the construction. Notwithstanding such payment, Licensor shall own such Poles and Licensee shall not acquire any ownership or property interest in such

Poles. Licensor, at its sole discretion, may decline to construct the necessary Poles.

- 4.10 Upon conditional approval of a Permit Application for the placement, replacement, relocation or modification of Licensee's Attachment, Licensee, at its sole risk and expense, may place, replace, relocate or modify the Attachments identified in the Permit Application on the Poles so specified in it during a one hundred twenty (120) day period from the date of its approval. If after said one hundred twenty (120) day period, Attachments are not placed, replaced, relocated or modified, a new Permit Application shall be submitted in accordance with procedures described in this Section 4 prior to Licensee's placement, replacement, relocation, or modification of such Attachments.
- 4.11 Licensee shall not place, replace, relocate or modify any Attachment or equipment on any Pole until after the Permit Application for such work has been approved or conditionally approved by Licensor in accordance with the procedures as described in this Section 4. A copy of the approved or conditionally approved Permit Application shall be maintained on the job site at all times construction is in process.
- 4.12 Within fifteen (15) days of completion of the work, as outlined in the Permit Application, Licensee shall give written certification to Licensor that the Attachments are complete and comply with Section 3.1 of this Agreement. Licensor may then conduct a post-construction inspection to insure all work is in accordance with the terms and conditions of this Agreement. Upon completion of the post-construction inspection if Attachments are found to have been installed in accordance with the Permit Application and terms and conditions of this Agreement, the Permit Application will be changed from conditionally approved to approved.
- 4.13 Licensor reserves the right to deny any new Attachment requests, relocations, replacements, modifications, and service requests of Licensee if Licensee is found to be delinquent for any undisputed monies due to Licensor.

SECTION 5. RELOCATION, REPLACEMENT OR MODIFICATION OF LICENSEE'S ATTACHMENTS AT LICENSOR'S REQUEST

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

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

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

- 6.1 Licensor's participation in transferring Licensee's Attachments is strictly voluntary and shall be performed at the sole discretion of Licensor. Participation shall be in accordance with the terms and conditions set forth in Section 6 and, as applicable, other parts of this Agreement.
- 6.2 When Licensor, in the course of performing its own work determines it is necessary to transfer the Attachments of Licensee Licensor will remove and reinstall Licensee's Attachments when Licensor determines it is within its capabilities and /or best interest to do so. Should Licensor have a planned work order to replace Poles, which have Attachments of Licensee, Licensor will provide notice to Licensee of required transfers. Licensee may determine to transfer its own Attachments within the timeframe set forth in said notice. Should Licensee fail to complete transfers within said timeframe given in notice, Licensor will complete the transfers at Licensee's expense.
- 6.3 Licensee shall pay to Licensor ONE HUNDRED TWENTY-FIVE and 00/100 (\$125.00) dollars, per Pole, for the relocation of Licensee's single cable through bolt or j-hook Attachment. Any additional items transferred will be billed at actual cost. These fees represent labor cost only and Licensee will be responsible for providing all materials required to perform transfers and/or relocations of Licensee's Attachments. Licensee agrees to reimburse Licensor for all actual cost of material that Licensor may use in transferring and/or relocating Licensee's Attachments.
- 6.4 Licensor will issue an itemized invoice within thirty (30) days after the work described in this Section 6 is performed. The invoice will reference the location of Pole and date work was performed.
- 6.5 Should Licensee fail to transfer its Attachments within thirty (30) days from receipt of notice from Licensor to do so, Licensor may in its sole option, abandon such Pole and transfer title of such Pole to Licensee, whereupon Licensee shall reimburse Licensor for the actual reasonable costs associated with transferring the title. Licensee shall thereafter take full ownership of such Pole in an **AS IS** condition. Licensee will mark such Pole to identify Licensee as owner thereof. Licensor shall have no future interest in or responsibility for such Pole.
- 6.10 Effective the date this Agreement is executed and within forty-five (45) days of the completion of the annual pole inventory, both parties agree to meet and establish mutually agreeable timelines to complete all transfers and associated pole removals. Simple cable or drop transfers or needs to attach to Poles which do not require engineering, cable placement, or splicing by Licensee's employees, will be completed first with the removal and transferring of their Attachments to new Poles at their sole expense. Complex transfers requiring engineering, cable placement, and splicing by Licensee's employees will require additional time to complete and will be scheduled with mutually agreeable timelines within sixty (60) days after the completion of the annual pole inventory, at Licensee's sole expense.

SECTION 7. MAINTENANCE AND REPAIR OF ATTACHMENT

- 7.1 Licensee shall at its sole risk and expense maintain all Attachments on Poles in a safe condition and in thorough repair. Licensee may perform maintenance and repair work without giving prior written notice to Licensor. If Licensee fails to

maintain any such Attachments in compliance with the specifications set forth in Section 3.1, Licensor may perform such repairs or maintenance that it deems necessary at the sole risk and expense of Licensee. Licensee expressly agrees that Licensor's circuits are to continue in normal operation during Licensee's performance of any construction or maintenance, and that Licensee is to provide and use all protective equipment necessary for the protection of Licensee's employees, contractors and equipment, and Licensee shall guard against interference with normal operation of Licensor's circuits.

SECTION 8. TREE TRIMMING

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

SECTION 9. REMOVAL OF ATTACHMENTS

- 9.1 Licensee shall notify Licensor of all Attachment removal prior to the removal. Notification will not be required for a Service Drop. If the removal is upon direction from Licensor, a copy of notice from Licensor indicating that work was requested of Licensee shall be maintained on the job site at all times work is in process. If Licensor believes, in its reasonable discretion, that such removal creates a safety hazard, Licensee shall at its own expense replace such Attachment and perform any other corrective action specified by Licensor in a notice to Licensee requesting such replacement or modification. Should Licensee fail to perform such work within thirty (30) days or such shorter period of time as is specified in the notice and necessary to correct any safety hazard, Licensor may perform all or any part of such work at Licensee's expense.
- 9.2 Upon notice from Licensor, which may be in written or electronic form, Licensee at its sole risk and expense shall remove all or any portion of the Attachments on any Pole that Licensor requests in such notice. The removal shall be accomplished within the period specified in the notice, which shall not be less than thirty (30) days, unless a shorter notice period is required by Licensor's customer service requirements or other emergency considerations as determined in Licensor's reasonable discretion.
- 9.3 If Licensor desires at any time to abandon any Pole(s), it shall give Licensee notice in writing or in electronic form to that effect not less than thirty (30) days prior to the date on which it intends to abandon such Pole(s). If Licensee desires to maintain its Attachments, Licensee shall notify Licensor and Licensor shall sell the Pole(s) to Licensee at Licensor's depreciated costs. If Licensee does not desire to maintain its Attachments, then Licensee shall remove its Attachments prior to the date on which Licensor intends to abandon the Poles(s). If, upon the expiration of such notice period, Licensee has not removed all of its Attachments from such Pole(s), Licensor may remove Licensee's Attachments and charge Licensee a reasonable fee for such removal. Should Licensee exercise the option to buy the Pole, as specified herein, Licensee agrees and understands that it shall assume total and full responsibility for, and hold Licensor harmless therefrom, maintenance, replacement and/or disposal requirements. Licensee recognizes and acknowledges that it is taking title to the Pole for all purposes. Licensee further recognizes and acknowledges that specific maintenance requirements exist on the easement and Licensee shall become familiar with the terms and agrees to comply with the terms contained in any easement or right of way. **LICENSEE**

UNDERSTANDS THAT LICENSOR DOES NOT WARRANT, GUARANTEE OR IMPLY THAT SUCH POLE(S) POSSESS SUFFICIENT MECHANICAL STRENGTH AS REQUIRED BY ANY USE OF LICENSEE AND LICENSEE AGREES AND UNDERSTANDS LICENSOR MAKES NO REPRESENTATIONS OR GUARANTEES CONCERNING ANY RIGHT TO OCCUPY THE PREMISES WHERE THE POLE(S) MAY BE LOCATED UPON REMOVAL OF LICENSOR'S ATTACHMENTS.

- 9.4 If Licensor elects to sell a Pole and Licensor shall have no attachments on such Pole but Licensee shall not have removed all of its Attachments, such Pole may be sold to and become the property of Licensee at the sole option of Licensor. If Licensor elects to sell such Pole, Licensor shall provide Licensee with a properly authorized bill of sale reflecting the fair market value of the Pole. Such bill of sale can be sent both through traditional mail or electronic form (email, DocuSign, pdf copy of bill of sale, etc.). **LICENSEE SHALL RECEIVE THE POLE "AS IS AND WHERE IS," AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS LICENSOR FROM ALL OBLIGATION, LIABILITY, COST, CLAIM, DAMAGE, EXPENSE OR CHARGE RELATED THERETO WHICH ARISES OUT OF FACTS AND/OR EVENTS OCCURING THEREAFTER.** Should Licensor elect to sell such pole, Licensee shall take title to the pole for all purposes. Because poles and related items may contain various hazardous chemicals or properties, **LICENSEE SHALL COMPLY WITH THE TERMS AND DIRECTIONS OF THE APPROPRIATE MATERIAL SAFETY DATA SHEET AND WITH STATE AND FEDERAL LAW REGARDING THE MAINTENANCE, REPLACEMENT, AND/OR DISPOSAL OF THE POLE. LICENSOR DOES NOT WARRANT, GUARANTEE, OR IMPLY THAT SUCH POLE POSSESSES SUFFICIENT MECHANICAL STRENGTH AS REQUIRED BY OR FOR ANY USE OF LICENSEE. LICENSOR MAKES NO REPRESENTATIONS OR GUARANTEES CONCERNING ANY RIGHT TO OCCUPY THE PREMISES WHERE THE POLE IS CURRENTLY LOCATED UPON THE REMOVAL OF LICENSOR'S ATTACHMENT(S).**
- 9.5 Whenever Licensee removes any Attachment from a Pole, whereby such removal will vacate Licensor's pole of all Licensee's Attachments, it shall submit to Licensor a Permit Application of the Attachment removed and the location of the Pole from which it was removed. All Permit Applications submitted for such removals will be deemed approved when received by Licensor, provided such removal is in compliance with the terms and conditions of this Agreement. Notwithstanding the foregoing, no Permit Application need be submitted by Licensee after the removal of a Service Drop from a Pole unless after its removal there are no Attachments on the Pole. Licensee shall pay to Licensor the full rental for the current year on any Pole upon which Attachments were removed during that current year.

SECTION 10. EMERGENCIES

- 10.1 In the event of an emergency, Licensee, at its sole risk and expense, shall have the right to place, replace, relocate or modify Attachments on any Pole without first obtaining Licensor's approval of a Permit Application for such work; provided however, that before performing such emergency work, oral approval shall be obtained from Licensor's authorized representative, and provided further, that such work is performed within the time period and under such conditions specified by Licensor's authorized representative. Any such oral approval shall be confirmed, within fifteen (15) days of the performance of such work, by Licensor to Licensee in writing identifying both the work performed and the affected Poles. If such emergency placement, replacement, relocation or modification is not acceptable to Licensor, then Licensee, at its sole risk and expense, shall remove, replace, relocate or modify all or any portion of such Attachments upon written notice from Licensor and within the time period specified in the notice. If Licensee fails to perform such work, Licensor may

either perform all and any portion of such work or remove the Attachments from the Pole at the reasonable actual cost of Licensee.

- 10.2 In the event of an emergency, Licensor, without prior notice to Licensee and at Licensee's sole risk and expense, may temporarily replace, relocate, remove, modify or perform any other work in connection with Licensee's Attachments on any Pole. Licensor will use its best efforts to notify Licensee in advance of any such replacement, relocation, removal, modification or other work, and avoid disruption of Services to Licensee's customers, but will have no liability with respect to any such disruption except to the extent that such disruption was caused by gross negligence or willful misconduct on the part of the Licensor.
- 10.3 Licensee shall reimburse Licensor for the reasonable actual expense that Licensor may incur for such emergency work performed pursuant to Section 10.2 above. In such event, Licensor shall notify Licensee, within a reasonable time, of both the Poles affected and the work performed.

SECTION 11. POLE ATTACHMENT FEES, CHARGES AND RATES

- 11.1 The annual Pole Attachment fee per Pole on which FBL has Attachments on a LAMPASAS Pole will be *Eleven and 00/100 (\$11.00) Dollars*. The Pole Attachment fee is subject to good faith renegotiation following the initial five (5) year period, and every three (3) years thereafter, upon either Party's written request.
- 11.2 The Parties agree that if, in the future, LAMPASAS determines that it desires to place attachments on Poles owned or controlled by FBL, (a/k/a "FBL Poles") then LAMPASAS shall be allowed such reciprocal use of FBL's Poles, so long as space is available for LAMPASAS's Attachments and LAMPASAS's use does not conflict with or otherwise interfere with existing operations on FBL's Poles. The fee for LAMPASAS's Attachments to FBL's Poles, in the future, if any should occur, will be negotiated at the time of the request, and will be at or under the standard, current market rate for same or similar in the Lampasas area and in a similar market. FBL currently envisions that the fee charged to LAMPASAS will be a 'one-time' fee that will be 'all inclusive' to cover all Attachments placed by LAMPASAS on FBL Poles, rather than a 'per pole' fee, and that such fee will be paid in a single lump-sum payment by LAMPASAS, at the time attachment rights to LAMPASAS are granted by FBL. All terms of the grant for such a future reciprocal attachment to benefit LAMPASAS shall be memorialized, and once executed by the Parties, shall be attached to this agreement as an addendum hereto.

SECTION 12. UNAUTHORIZED ATTACHMENTS

- 12.1 If any of Licensee's Attachments for which no Permit Application has been issued, other than Service Drops as specified in Section 4.1 above, shall be found attached to Licensor's Poles, Licensee, upon written notification from Licensor and within fifteen (15) days of receipt of notice, shall submit a Permit Application for such unauthorized Attachment. If said Permit Application is not received by Licensor within the specified time period, Licensee shall immediately remove its unauthorized facilities. If Licensee fails to immediately remove its unauthorized facilities Licensor may remove such unauthorized facilities at Licensee's sole risk and expense.
- 12.2 The charge for each unauthorized Attachment will be SEVENTY-FIVE--and 00/100 (\$75.00) Dollars for each unauthorized Attachment plus interest at the lesser of 1.5% per month or the highest rate allowed by law. Licensee shall also pay to Licensor all reasonable actual costs incurred by Licensor to rearrange any unauthorized Attachments of Licensee if such rearrangement is required to meet the specifications set forth in Section 3.1 above.

- 12.3 Licensee retains the right to provide evidence of authorization and dispute the Licensor's charge of unauthorized Attachments. No act or failure to act by Licensor with regard to evidence provided by Licensee regarding an unauthorized attachment submitted pursuant to this section shall be deemed a ratification or the granting of permission to attach such unauthorized Attachment. If any permission should be subsequently issued, said permission shall not operate retroactively or constitute a waiver by Licensor of any of its rights under this Agreement; provided, however, that Licensee shall be subject to all charges, liabilities, obligations and responsibilities of this Agreement in regard to any unauthorized Attachment.

SECTION 13. INVENTORIES AND AUDITS

- 13.1 After the annual inventory, Licensor may conduct an audit of Licensee's Attachments to verify the number and location of Licensee's Attachments in all common service areas of the territory covered by this Agreement. Any such audit may be conducted no more frequently than once every three (3) years. Licensor will provide forty-five (45) days notice to Licensee of its intent to conduct an audit. Should a third-party contractor be selected to perform the inventory, the Parties will mutually agree on the contractor selected and scope of work and share the results at the conclusion of the audit. Licensee will reimburse Licensor for Licensee's share of Licensor's total audit cost, as pro-rated between Licensee and any other third party attachers within forty-five (45) days of receipt of the audit cost invoice. Notwithstanding any of the fore mentioned, precludes Licensor from conducting any additional audit, inventory or inspection at Licensor's own expense at any time.
- 13.2 If there is a difference in the number of Licensee Attachments found by the inventory and the number of Attachments currently being billed, Licensee shall pay back rent for all unauthorized Attachments for a period of five (5) years, or since the date of the last inventory not to exceed five (5) years of Licensee Attachments on a prorated percentage difference back to the previous inventory (whichever period is shortest), at the rental rates in effect during such periods.
- 13.3 In addition to the back rent, Licensee shall be subject to the unauthorized Attachment charge for each unauthorized Attachment, including Service Drops, where no Permit Application was obtained.
- 13.4 Licensor may require the Licensee to submit a Permit Application in accordance with Section 4 of this Agreement within thirty (30) days of receipt of notice from Licensor of any unauthorized Attachment, or such longer time as mutually agreed to by the Parties after an inventory.
- 13.5 No inventory or inspection, or lack thereof, by Licensor shall operate to relieve Licensee of any responsibility, obligation, or liability assumed under this Agreement.
- 13.6 Any safety violations documented during such physical inventory and caused by Licensee's Attachments will be corrected within sixty (60) days after Licensee's receipt of written notice. If Licensee fails to correct any safety violation within sixty (60) days, Licensor may perform such work as Licensor deems necessary. Licensee shall reimburse Licensor for reasonable actual costs incurred in correcting such violations. Licensee shall not be responsible for any safety violations caused by build-downs or relocation of attachments by Licensor or other attachers. Licensor's specifications in effect at the time of original construction would apply as noted in Section 3.1

SECTION 14. PAYMENT OF INVOICES

- 14.1 Licensee will pay each invoice submitted to it by Licensor within 45 days of its receipt. Payment will be remitted to Licensor's address shown in Section 24.1.

Any portion of an invoice not paid when due will bear interest at the lesser rate of 1.5% per month or the maximum rate allowed by law.

- 14.2 If Licensee in good faith disputes a payment, it shall deposit the amount in dispute in an interest-bearing account acceptable to Licensor within the time period provided for in Section 14.1 of this Agreement. Any amount so deposited shall remain in such escrow account until the dispute is resolved. Upon resolution of the dispute, the interest earned on amounts invested shall be paid to the Party determined to be entitled to such amounts.

SECTION 15. DEFAULTS

- 15.1 The term "Default," as used herein, shall include the occurrence of any one or more of the following events:

- (i) The failure of Licensee to pay any sum of money in accordance with this Agreement, or any part thereof, on the date on which the payment is due, and such failure continue for a period of ten (10) days after the date Licensor sends notice to Licensee of such failure.
- (ii) The failure of Licensee punctually and properly to perform, observe or comply with any covenant, agreement, undertaking or condition contained in this Agreement (other than covenants to pay any sum of money in accordance with this Agreement), which failure is not otherwise specifically addressed in this Agreement, and such failure continues for a period of thirty (30) days after the date Licensor sends notice to Licensee of such failure, unless a shorter cure period is specified by this Agreement, and then the shorter cure period shall control.
- (iii) Licensee shall (i) execute an assignment for the benefit of creditors or take any action in furtherance thereof; or (ii) admit in writing its inability to pay, or fail to pay, its debts generally as they become due; or (iii) as a debtor, file a petition, case, proceeding or other action pursuant to, or voluntarily seek the benefit or benefits of, any Debtor Relief Law or take any action in furtherance thereof; or seek, acquiesce in or suffer the appointment of a receiver, trustee, custodian or liquidator of Licensee or of Licensee's Facilities or any part thereof or of any significant portion of Licensee's other property; or voluntarily become a party to any proceeding seeking to affect a suspension or having the effect of suspending any of the rights or remedies of granted or referred to in this Agreement or takes any action in furtherance thereof. As used herein, "Debtor Relief Law" means any applicable liquidation, conservatorship, bankruptcy, moratorium, arrangement, insolvency, reorganization, or other similar laws, domestic or foreign, including but not limited to those in Title 11 of the United States Code, as amended from time to time, affecting the rights or remedies of creditors generally, as in effect from time to time.
- (iv) The filing of a petition, case, proceeding or other action against Licensee as a debtor under any Debtor Relief Law or seeking appointment of a receiver, trustee, custodian or liquidator of Licensee or of Licensee's Facilities or any part thereof or of any significant portion of Licensee's other property or seeking to effect a suspension or having the effect of suspending any of the rights or remedies of Licensor granted or referred to in this Agreement and (i) Licensee admits, acquiesces in or fails to contest diligently the material allegations thereof; or (ii) the petition, case, proceeding or other action results in entry of an order for relief or order granting the relief sought against Licensee; or (iii) the petition, case, proceeding or other action is not permanently dismissed or discharged on or before the earlier of trial thereon or thirty (30) days next following the date of its filing.
- (v) A default, or the occurrence of an event which with the lapse of time or the giving of notice, or both, could become a default, under, or the acceleration of any indebtedness secured by, any mortgage, security interest or assignment which covers or affects any part of Licensee's Facilities.

- (vi) The discovery by Licensor that any representation or warranty made by Licensee in any of this Agreement or in any other document ever delivered by Licensee to Licensor in connection with this Agreement (including, but not limited to, any financial statements or Requests) is false, misleading, erroneous or breached in any material respect.
- (vii) Abandonment of any portion of Licensee's Facilities.
- (viii) The dissolution, liquidation, termination or forfeiture of the right to do business of Licensee.
- (ix) Licensee shall have (1) concealed, removed, or permitted to be concealed or removed any part of its property with the intent to hinder, delay or defraud any of its creditors; or (2) made or suffered a transfer of any of its property which may be fraudulent under any bankruptcy, fraudulent conveyance or similar law; or (3) suffered or permitted while insolvent (under any applicable definition of the term) any creditor to obtain a lien upon any of its property through legal proceedings or distraint which lien is not permanently vacated within thirty (30) days from the date thereof.
- (x) The occurrence of a Material Adverse Change with respect to Licensee. As used herein, "Material Adverse Change" means any occurrence or combination of occurrences which could reasonably be expected to be material and adverse to the financial condition or business operation of Licensee or which could reasonably be expected to cause a Default.

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

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

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

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

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

15.5 If the Licensee shall make default in any of its obligations under this Agreement and it becomes necessary for Licensor to obtain the services of an attorney(s) to enforce such, the Licensee agrees to pay any and all of Licensor's attorney(s) fees, costs (including court costs) and expenses associated with the enforcement of such obligations, including but not limited to any and all attorney(s) fees and expenses incurred by Licensor in conjunction with any bankruptcy of Licensee, including, without limitation, any appearances, court filings, and other expenses period.

SECTION 16. SURVIVAL AFTER TERMINATION

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

SECTION 17. INDEMNIFICATION

17.1 AS TO THE EXTENT PERMITTING BY LAW, LICENSEE AGREES TO DEFEND, INDEMNIFY, PROTECT AND HOLD HARMLESS LICENSOR, ITS OFFICERS, DIRECTORS, AGENTS, AFFILIATES AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS OR CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO CLAIMS FOR PERSONAL AND BODILY INJURIES, DISEASE, DEATH, OR DAMAGE TO PROPERTY, TOGETHER WITH ANY AND ALL LOSSES, FINES, PENALTIES, COSTS OR EXPENSES (INCLUDING ATTORNEYS' FEES AND COURT COSTS) ASSERTED BY ANY PERSON OR ENTITY AND ATTRIBUTABLE TO LICENSEE'S ATTACHMENTS, ACTIONS OR FAILURE TO ACT, INCLUDING WITHOUT LIMITATION, ANY AFFILIATE OF LICENSEE OR ANY PARTY ACTING ON BEHALF OF LICENSEE OR LICENSEE'S AFFILIATES' EMPLOYEES, CONTRACTORS, SUBCONTRACTORS AND/OR AGENTS, IN ANY WAY ARISING OUT OF, RELATED TO, CAUSED BY OR INCIDENT TO LICENSEE'S ACTIONS OR OMISSIONS UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO: (A) CLAIMS ARISING OUT OF, RELATED TO, CAUSED BY OR INCIDENT TO LICENSEE'S BREACH OF THIS AGREEMENT OR ANY REPRESENTATION, WARRANTY, COVENANT OR OBLIGATION OF LICENSEE SET FORTH HEREIN; (B) CLAIMS ARISING OUT OF, RELATED TO, CAUSED BY, OR INCIDENT TO THE ATTACHMENT, MAINTENANCE, REPLACEMENT, RELOCATION, REPAIR, MODIFICATION, REMOVAL, USE OR OPERATION OF OR IN ANY OTHER WAY ARISING OUT OF, RELATED TO, CAUSED BY OR INCIDENT TO, LICENSEE'S ATTACHMENTS, EQUIPMENT, GUYS AND ANCHORS INSTALLED FOR THE PURPOSE OF SUPPORTING LICENSEE'S ATTACHMENTS ON OR IN THE VICINITY OF POLES, OR THE POLES OF OTHERS ON WHICH LICENSEE MAINTAINS FACILITIES, INCLUDING, WITHOUT LIMITATION, (I) ANY CONDITION OF THE PREMISES RELATED TO LICENSEE'S ATTACHMENTS; (II) SEPARATE OPERATIONS OF LICENSEE BEING CONDUCTED ON THE PREMISES TO THE EXTENT RELATING TO LICENSEE'S ATTACHMENTS; (III) INJURIES TO LICENSEE'S EMPLOYEES, AGENTS OR CONTRACTORS RELATED TO THE IMPERFECTION, WHETHER LATENT OR PATENT, OF ANY POLE, MATERIAL OR EQUIPMENT FURNISHED BY LICENSOR; AND (IV) ANY CLAIM OF A LANDOWNER OR OTHERS RELATING TO CONSENT FOR OR PAYMENT OR COMPENSATION FOR THE LOCATION OF LICENSEE'S FACILITIES ON ANY EASEMENT OR RIGHT-OF-WAY; (C) CLAIMS ARISING OUT OF, RELATED TO, CAUSED BY OR INCIDENT TO THE PROVISION OF ANY SERVICE PROVIDED BY LICENSEE TO THE EXTENT RELATING TO LICENSEE'S ATTACHMENTS; OR (D) CLAIMS ARISING OUT OF, RELATED TO, CAUSED BY OR INCIDENT TO ANY INTERRUPTION, DISRUPTION, INTERFERENCE OR TERMINATION OF ANY LICENSEE'S SERVICE TO THE EXTENT RELATING TO LICENSEE'S ATTACHMENTS. SUCH INDEMNITY SHALL NOT APPLY WHEN THE CLAIMS, DEMANDS, DAMAGES, ACTIONS OR CAUSES OF ACTION, AND LOSSES, FINES, PENALTIES, COSTS OR EXPENSES ARISE IN PART FROM ANY NEGLIGENCE OR WILLFUL MISCONDUCT OF LICENSOR, ITS OFFICERS, DIRECTORS, AGENTS, AFFILIATES, OR EMPLOYEES. IT IS THE EXPRESSED INTENTION OF THE PARTIES, BOTH LICENSOR AND LICENSEE, THAT WITH

RESPECT TO THE INDEMNIFICATION OBLIGATION SPECIFIED IN THIS PARAGRAPH, LICENSEE IS TO INDEMNIFY AND DEFEND, PROTECT AND SAVE HARMLESS LICENSOR, ITS OFFICERS, EMPLOYEES, DIRECTORS, AFFILIATES AND AGENTS FROM THE CONSEQUENCES OF LICENSEE'S OR ITS OFFICERS', EMPLOYEES', DIRECTORS', AFFILIATES', CONTRACTORS', SUBCONTRACTORS', OR AGENTS' CONCURRENT (A) NEGLIGENCE, (B) STRICT LIABILITY IN TORT, (C) BREACH OF WARRANTY, EXPRESSED OR IMPLIED OR (D) OTHER FAULT OF ANY NATURE OF LICENSEE.

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

SECTION 18. INSURANCE.

- 18.1 Licensee shall procure, at its sole cost and expense and maintain, and shall require all of its subcontractors while working hereunder, if any, to procure and maintain in full force during the full term of this contract, insurance policies, from an insurer or insurers, eligible to do business in the State of Texas (with an AM Best Rating of A VII or better. Such insurance shall include, but not be limited to the following:
- 1) Commercial General liability insurance to cover all phases of maintenance, installation and removal operations under this Agreement, with limits for bodily injury or death and property damage limits of \$2,000,000 per any one occurrence;
 - 2) Commercial Automobile liability insurance on all vehicles used in connection with this Agreement, whether owned, non-owned or leased, with combined single limits of \$2,000,000 bodily injury/property damage per occurrence; and
 - 3) Statutory Worker's Compensation Insurance in amounts stipulated by statute and Employer's Liability Coverage with a limit of \$5,000,000.
 - 4) Umbrella Insurance (Excess Liability) with minimum limits of \$5,000,000 per occurrence and in the aggregate. Licensee may use any combination of primary and excess to meet required total limits.
- 18.2 Licensee agrees to release and will require its insurers (by policy endorsement) to waive their rights of subrogation against Licensor, its parent and affiliated companies, their officers, directors, agents, employees and/or independent contractors for loss under the policies of insurance described herein; damages to Licensee's properties and /or any other loss sustained by Licensee whether insured or not.

or other evidence of continuous contractual insurance coverage satisfactory in form and content to Licensor, in the amount of FIVE THOUSAND and 00/100 (\$5,000.00) dollars in favor of Licensor to guarantee the payment of any sums which may become due Licensor for rentals, inspections, inventories, work performed for the benefit of Licensee under this Agreement, including the removal of Attachments upon the termination of this Agreement, or for any expense that may be incurred by Licensor because of any default of Licensee.

SECTION 20. TAXES

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

SECTION 21. ASSIGNMENTS

- 21.1 Licensee shall not, without prior written consent of Licensor, transfer, assign, delegate, or sublet any of its rights or obligations under this Agreement, provided that no prior consent shall be required for Licensee to transfer, assign, or delegate its rights and obligations hereunder to any entity controlling, controlled by or under common control with the Licensee, any entity which may purchase all or substantially all of Licensee's assets, or to any entity that may survive by merger or consolidation of Licensee.
- 21.2 No permitted transfer, assignment, delegation or subletting by Licensee shall release or relieve Licensee of any of its obligations under this Agreement and Licensee shall remain fully obligated and liable to Licensor under this Agreement. Notwithstanding the foregoing, Licensee shall be released and relieved from any and all such obligations to Licensor upon assumption of the Agreement by such permitted successor.
- 21.3 Licensor may transfer, assign or delegate any of its rights or obligations under this Agreement at any time without the consent of or prior written notice to Licensee. Licensor shall notify Licensee of any such transfer, assignment or delegation within thirty (30) days thereof.
- 21.4 This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns where assignment is permitted by this Agreement.

SECTION 22. APPLICABLE LAW

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

SECTION 23. ENTIRE AGREEMENT

- 23.1 This Agreement and all exhibits hereto shall constitute the entire Agreement of the Parties pertaining to the subject of this Agreement and supersedes all prior agreements, negotiations, undertakings, understandings, proposals, statements and

representations, whether written or oral concerning such matters, which are by mutual consent hereby abrogated and superseded by this Agreement.

SECTION 24. NOTICE

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

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

Licensee: Fiberlight, LLC
Attn: Legal
300 Summit Place
Suite 200
Alpharetta, GA 30009

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

SECTION 25. MODIFICATION AND WAIVER

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

SECTION 26. HEADINGS

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

SECTION 27. INTERPRETATION

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

SECTION 28. TERM

- 28.1 This Agreement shall continue in force and effect for a period of five (5) years from and after the effective date of this Agreement as stated above, and thereafter from year to year unless terminated by either Party by giving written notice of its intention to do so not less than ninety (90) days prior to the end of any period.
- 28.2 Upon termination of this Agreement, the right to make additional Attachments shall cease. However, such termination shall not abrogate or terminate the right of either party to maintain the Attachments theretofore made on the Poles of the other and all such prior Attachments shall continue thereafter to be maintained, pursuant to and in accordance with the terms and conditions of this Agreement. The rights and obligations of each party to maintain existing Attachments shall survive termination of this Agreement
- 28.3 Notwithstanding any other provisions to the contrary, the covenants of Licensee to indemnify and hold harmless Licensor, including without limitation, all provisions of Section 17 of this Agreement shall survive any termination of this Agreement and remain in full force and effect.

SECTION 29. FORCE MAJEURE

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

SECTION 30. REPRESENTATIONS, WARRANTIES, AND COVENANTS

- 30.1 Each party represents and warrants that (a) it has full authority to enter into and perform this Agreement; (b) this Agreement does not conflict with any other document or agreement to which it is a party or is bound, and this Agreement is fully enforceable in accordance with its terms; (c) it is a legal entity duly organized, validly existing and in good standing under the laws of the jurisdiction in which it was formed; (d) the execution and delivery of this Agreement and performance hereunder will not conflict with or violate or constitute a breach or default under its formation documents and will not violate any law, rule or regulation applicable to it; and (e) no consents need be obtained from any governmental agency or regulatory authority to allow it to execute, deliver and perform its obligations under this Agreement.
- 30.2 Licensee represents and warrants that it has obtained all required authorizations, and covenants that it will maintain and comply with the required authorizations throughout the Term.
- 30.3 Each party shall be responsible for obtaining its own rights-of-way and easements. LICENSOR DOES NOT REPRESENT OR WARRANT THAT ANY OF ITS RIGHTS-OF-WAY OR EASEMENTS ENTITLE LICENSEE TO ACCESS THE PROPERTY UNDERLYING LICENSOR'S POLES. Licensor shall not be liable should Licensee at any time be prevented from placing or maintaining its Attachments on Licensor's Poles because Licensee failed to obtain appropriate rights-of-way or easements. Licensor may require Licensee to demonstrate that it has secured its own rights-of-way or easements prior to authorizing any Attachments, if such a requirement is imposed, the time for Licensor to respond to Licensee's Application shall be tolled pending Licensee's response. Consistent with the terms and conditions of this Agreement, Licensor shall permit Licensee access to Licensor's distribution Poles and related overhead and other easements. Further, Licensee's use of the overhead or other easements is contingent on, and may be prevented or otherwise constrained by, the extent to

which such use is permissible under applicable contracts and instruments between Licensor and other entities, and under federal, state and local laws and regulations. THIS AGREEMENT APPLIES ONLY TO LAMPASAS DISTRIBUTION POLES, AND DOES NOT PERMIT ACCESS OR AFFIXING OF ATTACHMENTS TO TRANSMISSION TOWERS OR OTHER PROPERTY OF LAMPASAS.

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

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

City of Lampasas

By: _____
Signature

Name: _____

Title: _____

Date: _____

Fiberlight, LLC
DocuSigned by:

By: Peter D Gallagher
Signature

Name: Peter D Gallagher

Title: COO

Date: 8/8/2023

Exhibit "A"
Permit Application

Licensee Permit No. _____ Licensor Permit No. _____
 Location/Exchange _____ Date _____, 20____.
 Lampasas County, Texas _____
 In accordance with the terms and conditions of the Pole License Agreement between
 _____ (Licensor) and _____ (Licensee)
 application is hereby made for (placement) (removal) (modification) of Attachments on Poles as
 indicated below and on the attached drawing and/or map. I hereby certify that, upon final
 inspection of completed work, all Attachments fully comply with the National Electrical Safety
 Code (NESC), edition in effect at the time of attachment and no Attachments will be in violation
 of NESC as the result of said Attachments.

Licensee: _____ Number of Poles _____ added

 By: _____
 removed _____
 Title: _____
 modified _____
 Phone: _____ overlash

 Email: _____
 Engineer Contact name: _____
 Phone: _____
 Email: _____

Licensor (conditionally approves) (denies) Licensee's Permit Application to place Attachments
 on Licensor's Poles.

Licensor: _____
 By: _____
 Title: _____
 Phone: _____
 Email: _____
 Date: _____

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

Licensee: _____
 Name: _____
 Title: _____
 Phone: _____
 Date: _____

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

Licensor: _____
 Name: _____
 Title: _____
 Date: _____

Exhibit "A"
Permit Application (Continued)

Pole Number	Comments	Added	Removed	Modified	Overlash
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City ManagerITEM NO. 79

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

Subject:

Discussion and possible action regarding approval of Mural for Hester's Book Store on the square.

Requested By: Becky Simss, City Secretary

Submitted By: Becky Sims, City Secretary

Date Submitted: August 10, 2023

For the Agenda of: August 14, 2023

Procurement and Funding Statement:

N/A

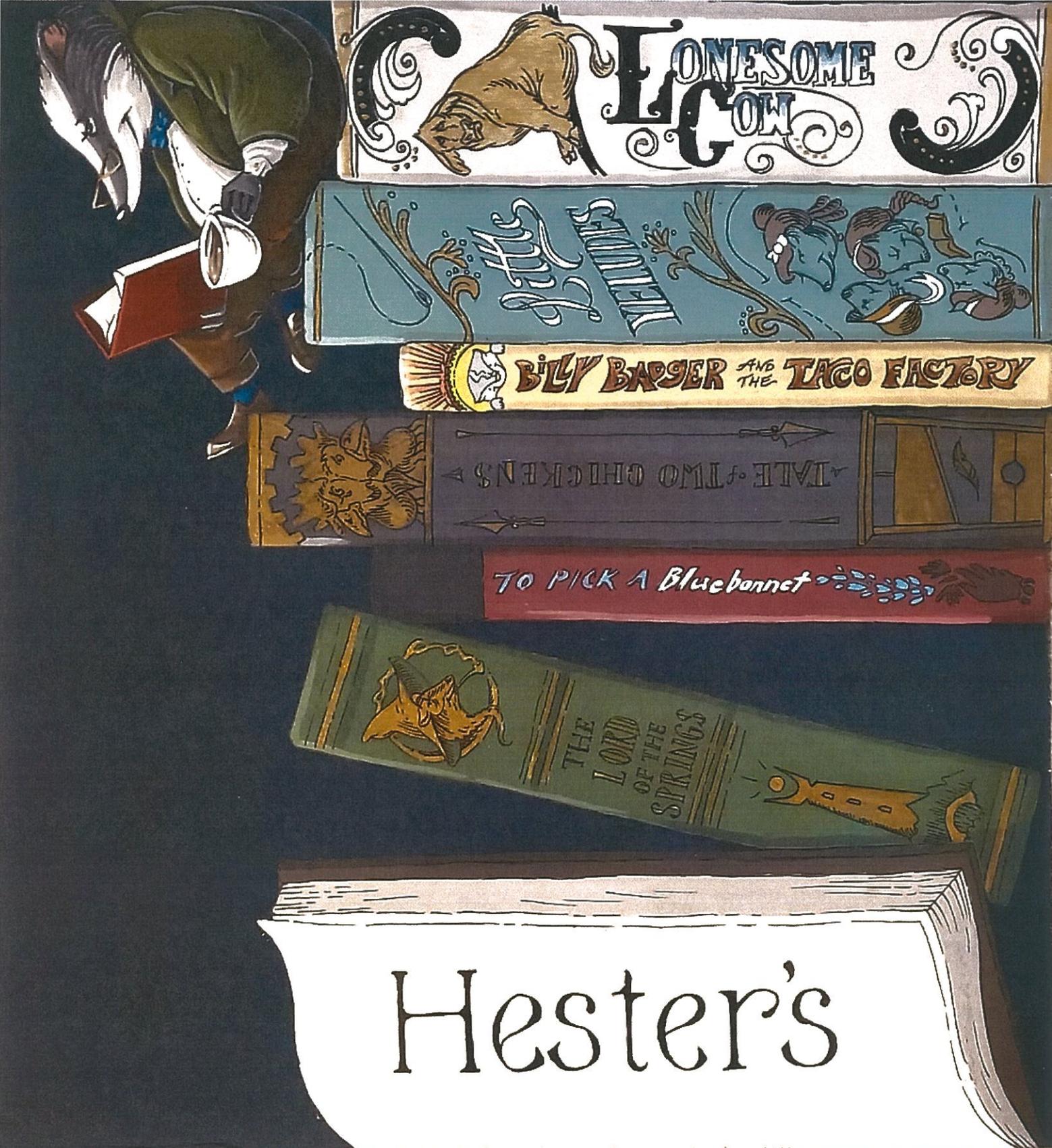
Attachments:

Summary Statement:

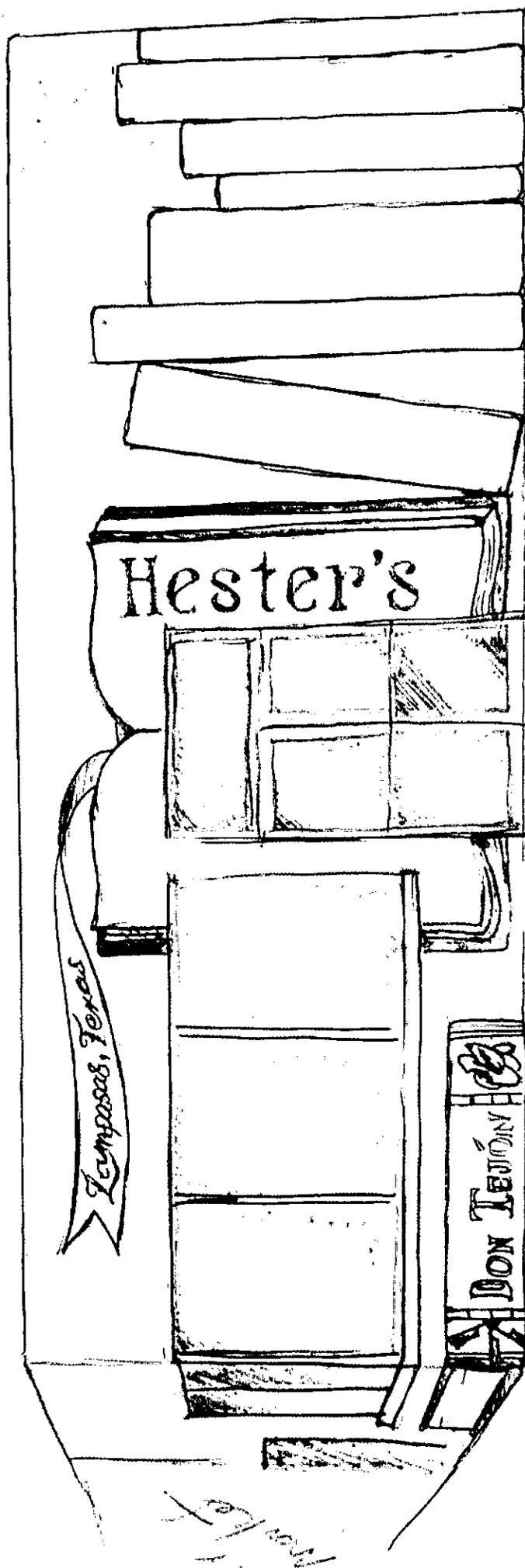
The City of Lampasas Sign Ordinance states that while no permit is required Mural's "Wall Art" require City Council approval. A mural is defined as a work of art applied directly to a building's wall surface where forms and/or figures and/or land or cityscapes are the dominant elements. Murals are intended for viewing and enjoyment by the public, and shall not be intended for commercial (i.e. "for profit") purpose or advertising unless such intent is specifically approved by City Council. The proposed mural will be placed on the front of the building located at 516 E 4th Street, Hester's Book Store. The mural will not interfere with the existing Wildflower Seeds mural located on the side of the building facing Pecan Street. This mural is being created by Ashleigh Holman who created the DoLampasas marketing initiative on Facebook. Staff has shared the mural sign regulations with the business owner, Ana Dalton and will make contact with Ms. Holman prior to project begin date. This mural will be used as Hester's business sign and would be classified as a marketing or advertising tool.

Recommendation:

To consider a motion to approve the Hester's Book Store Mural to be located at 516 E 4th Street.

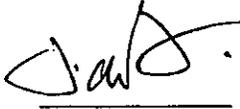


Hester's



Don Tejon

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City Manager

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

**7.10
Item Number**

SUBJECT:

Discussion and Possible action regarding the proposed tax rate for the City of Lampasas upon all property subject to taxation within the City of Lampasas, Texas for the 2023 Tax Year for the use and support of the Municipal Government of the City of Lampasas for the Fiscal Year beginning October 1, 2023 and ending September 30, 2024; Apportioning said levy amount the various funds and items for which revenue must be raised including providing a sinking fund for the retirement of the bonded debt of the City.

REQUESTED BY: Yvonne Moreno, Finance Director

SUBMITTED BY: Yvonne Moreno, Finance Director

DATE SUBMITTED: August 8, 2023 FOR THE AGENDA OF: August 14, 2023

Expenditure Required: N/A

Available Funding: N/A

Attachments:

SUMMARY STATEMENT:

The property tax rate is derived from calculations that comprise of the no-new tax rate (old effective rate) and the voter approval rate (old rollback rate). If the proposed rate is above the no-new revenue rate but below the voter approval rate, the entity must schedule a public hearing regarding the proposed rate. If the proposed tax rate is above the voter approval tax rate, then the entity is subject to a voter election.

The no-new revenue tax rate is \$0.290586 and the voter-approval tax rate (adjusted for sales tax) is \$0.304988. The current tax rate is \$0.3156.

The proposed tax rate of \$0.304888 is higher than the no-new-tax rate and lower than the voter approval rate. The City must publish *The Notice of Public Hearing on Tax Increase* that list the names of the governing body and how each voted. The notice will specify the date and time of the Public Hearing.

Recommendation:

Council please announce the proposed tax rate of \$0.304888 for the City of Lampasas for Fiscal Year 2023-2024. The motion must be made with a recorded roll call vote.

2023 Tax Rate Calculation Worksheet

Taxing Units Other Than School Districts or Water Districts

Form 50-856

Lampasas City

Taxing Unit Name

Phone (area code and number)

TX

Taxing Unit's Address, City, State, ZIP Code

Taxing Unit's Website Address

GENERAL INFORMATION: Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue (NRR) tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per \$100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submits the rates to the governing body by Aug. 7 or as soon thereafter as practicable.

School districts do not use this form, but instead use Comptroller Form 50-859 *Tax Rate Calculation Worksheet, School District without Chapter 313 Agreements* or Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School District with Chapter 313 Agreements*.

Water districts as defined under Water Code Section 49.001(1) do not use this form, but instead use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed Water District Voter-Approval Tax Rate Worksheet*.

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

SECTION 1: No-New-Revenue Tax Rate

The NRR tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the NRR tax rate should decrease.

The NRR tax rate for a county is the sum of the NRR tax rates calculated for each type of tax the county levies.

While uncommon, it is possible for a taxing unit to provide an exemption for only maintenance and operations taxes. In this case, the taxing unit will need to calculate the NRR tax rate separately for the maintenance and operations tax and the debt tax, then add the two components together.

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
1.	2022 total taxable value. Enter the amount of 2022 taxable value on the 2022 tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (adjustment is made by deducting TIF taxes, as reflected in Line 17). ¹	\$ 617,125,071
2.	2022 tax ceilings. Counties, cities and junior college districts. Enter 2022 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in 2022 or a prior year for homeowners age 65 or older or disabled, use this step. ²	\$ 87,971,745
3.	Preliminary 2022 adjusted taxable value. Subtract Line 2 from Line 1.	\$ 529,153,326
4.	2022 total adopted tax rate.	\$ 0.315600/\$100
5.	2022 Taxable Value lost because court appeals of ARB decisions reduced 2022 appraised Value. A. Original 2022 ARB values:..... \$ 0 B. 2022 values resulting from final court decisions:..... -\$ 0 C. 2022 value loss. Subtract B from A. ³	\$ 0
6.	2022 taxable value subject to an appeal under Chapter 42, as of July 25. A. 2022 ARB certified value:..... \$ 0 B. 2022 disputed value:..... -\$ 0 C. 2022 undisputed value. Subtract B from A. ⁴	\$ 0
7.	2022 Chapter 42 related adjusted values. Add Line 5C and Line 6C.	\$ 0

¹ Tex. Tax Code § 26.012(14)

² Tex. Tax Code § 26.012(14)

³ Tex. Tax Code § 26.012(13)

⁴ Tex. Tax Code § 26.012(13)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
8.	2022 taxable value, adjusted for actual and potential court-ordered adjustments. Add Line 3 and Line 7.	\$ 529,153,326
9.	2022 taxable value of property in territory the taxing unit deannexed after Jan. 1, 2022. Enter the 2022 value of property in deannexed territory. ⁵	\$ 0
10.	2022 taxable value lost because property first qualified for an exemption in 2023. If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in 2023 does not create a new exemption or reduce taxable value. A. Absolute exemptions. Use 2022 market value: \$ 201,930 B. Partial exemptions. 2023 exemption amount or 2023 percentage exemption times 2022 value: + \$ 1,460,225 C. Value loss. Add A and B. ⁶	\$ 1,662,155
11.	2022 taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in 2023. Use only properties that qualified in 2023 for the first time; do not use properties that qualified in 2022. A. 2022 market value: \$ 22,050 B. 2023 productivity or special appraised value: - \$ 60 C. Value loss. Subtract B from A. ⁷	\$ 21,990
12.	Total adjustments for lost value. Add Lines 9, 10C and 11C.	\$ 1,684,145
13.	2022 captured value of property in a TIF. Enter the total value of 2022 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which 2022 taxes were deposited into the tax increment fund. ⁸ If the taxing unit has no captured appraised value in line 18D, enter 0.	\$ 0
14.	2022 total value. Subtract Line 12 and Line 13 from Line 8.	\$ 527,469,181
15.	Adjusted 2022 total levy. Multiply Line 4 by Line 14 and divide by \$100.	\$ 1,664,692
16.	Taxes refunded for years preceding tax year 2022. Enter the amount of taxes refunded by the taxing unit for tax years preceding tax year 2022. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2022. This line applies only to tax years preceding tax year 2022. ⁹	\$ 2,687
17.	Adjusted 2022 levy with refunds and TIF adjustment. Add Lines 15 and 16. ¹⁰	\$ 1,667,379
18.	Total 2023 taxable value on the 2023 certified appraisal roll today. This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled. ¹¹ A. Certified values: \$ 644,119,625 B. Counties: Include railroad rolling stock values certified by the Comptroller's office: + \$ 0 C. Pollution control and energy storage system exemption: Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property: - \$ 0 D. Tax increment financing: Deduct the 2023 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the 2023 taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 23 below. ¹² - \$ 0 E. Total 2023 value. Add A and B, then subtract C and D.	\$ 644,119,625

⁵ Tex. Tax Code § 26.012(15)

⁶ Tex. Tax Code § 26.012(15)

⁷ Tex. Tax Code § 26.012(15)

⁸ Tex. Tax Code § 26.03(c)

⁹ Tex. Tax Code § 26.012(13)

¹⁰ Tex. Tax Code § 26.012(13)

¹¹ Tex. Tax Code § 26.012, 26.04(c-2)

¹² Tex. Tax Code § 26.03(d)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
19.	Total value of properties under protest or not included on certified appraisal roll. ¹³ A. 2023 taxable value of properties under protest. The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest. ¹⁴ B. 2023 value of properties not under protest or included on certified appraisal roll. The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value of property not on the certified roll. ¹⁵ C. Total value under protest or not certified. Add A and B.	\$ 55,626,662 + \$ 0 \$ 55,626,662
20.	2023 tax ceilings. Counties, cities and junior colleges enter 2023 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in 2022 or a prior year for homeowners age 65 or older or disabled, use this step. ¹⁶	\$ 118,916,055
21.	2023 total taxable value. Add Lines 18E and 19C. Subtract Line 20. ¹⁷	\$ 580,830,232
22.	Total 2023 taxable value of properties in territory annexed after Jan. 1, 2022. Include both real and personal property. Enter the 2023 value of property in territory annexed. ¹⁸	\$ 0
23.	Total 2023 taxable value of new improvements and new personal property located in new improvements. New means the item was not on the appraisal roll in 2022. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, 2022 and be located in a new improvement. New improvements do include property on which a tax abatement agreement has expired for 2023. ¹⁹	\$ 7,033,160
24.	Total adjustments to the 2023 taxable value. Add Lines 22 and 23.	\$ 7,033,160
25.	Adjusted 2023 taxable value. Subtract Line 24 from Line 21.	\$ 573,797,072
26.	2023 NNR tax rate. Divide Line 17 by Line 25 and multiply by \$100. ²⁰	\$ 0.290586/\$100
27.	COUNTIES ONLY. Add together the NNR tax rates for each type of tax the county levies. The total is the 2023 county NNR tax rate. ²¹	\$ 0.000000/\$100.

SECTION 2: Voter-Approval Tax Rate

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the rate. The voter-approval tax rate is split into two separate rates:

- Maintenance and Operations (M&O) Tax Rate:** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus the applicable percentage allowed by law. This rate accounts for such things as salaries, utilities and day-to-day operations.
- Debt Rate:** The debt rate includes the debt service necessary to pay the taxing unit's debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

The voter-approval tax rate for a county is the sum of the voter-approval tax rates calculated for each type of tax the county levies. In most cases the voter-approval tax rate exceeds the no-new-revenue tax rate, but occasionally decreases in a taxing unit's debt service will cause the NNR tax rate to be higher than the voter-approval tax rate.

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
28.	2022 M&O tax rate. Enter the 2022 M&O tax rate.	\$ 0.246500/\$100
29.	2022 taxable value, adjusted for actual and potential court-ordered adjustments. Enter the amount in Line 8 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 529,153,326

¹³ Tex. Tax Code § 26.01(c) and (d)

¹⁴ Tex. Tax Code § 26.01(c)

¹⁵ Tex. Tax Code § 26.01(d)

¹⁶ Tex. Tax Code § 26.012(f)(B)

¹⁷ Tex. Tax Code § 26.012(e)

¹⁸ Tex. Tax Code § 26.012(17)

¹⁹ Tex. Tax Code § 26.012(17)

²⁰ Tex. Tax Code § 26.04(c)

²¹ Tex. Tax Code § 26.04(d)

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
30.	Total 2022 M&O levy. Multiply Line 28 by Line 29 and divide by \$100	\$ <u>1,304,362</u>
31.	Adjusted 2022 levy for calculating NNR M&O rate. A. M&O taxes refunded for years preceding tax year 2022. Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2022. This line applies only to tax years preceding tax year 2022. + \$ <u>391</u> B. 2022 taxes in TIF. Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no 2023 captured appraised value in Line 18D, enter 0. - \$ <u>0</u> C. 2022 transferred function. If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in D below. The taxing unit receiving the function will add this amount in D below. Other taxing units enter 0. +/- \$ <u>0</u> D. 2022 M&O levy adjustments. Subtract B from A. For taxing unit with C, subtract if discontinuing function and add if receiving function. \$ <u>391</u> E. Add Line 30 to 31D.	\$ <u>1,304,753</u>
32.	Adjusted 2023 taxable value. Enter the amount in Line 25 of the No-New-Revenue Tax Rate Worksheet.	\$ <u>573,797,072</u>
33.	2023 NNR M&O rate (unadjusted). Divide Line 31E by Line 32 and multiply by \$100.	\$ <u>0.227389</u> /\$100
34.	Rate adjustment for state criminal justice mandate. ²³ If not applicable or less than zero, enter 0. A. 2023 state criminal justice mandate. Enter the amount spent by a county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. \$ <u>0</u> B. 2022 state criminal justice mandate. Enter the amount spent by a county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. Enter zero if this is the first time the mandate applies. - \$ <u>0</u> C. Subtract B from A and divide by Line 32 and multiply by \$100. \$ <u>0.000000</u> /\$100 D. Enter the rate calculated in C. If not applicable, enter 0.	\$ <u>0.000000</u> /\$100
35.	Rate adjustment for indigent health care expenditures. ²⁴ If not applicable or less than zero, enter 0. A. 2023 indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2022 and ending on June 30, 2023, less any state assistance received for the same purpose. \$ <u>0</u> B. 2022 indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2021 and ending on June 30, 2022, less any state assistance received for the same purpose. - \$ <u>0</u> C. Subtract B from A and divide by Line 32 and multiply by \$100. \$ <u>0.000000</u> /\$100 D. Enter the rate calculated in C. If not applicable, enter 0.	\$ <u>0.000000</u> /\$100

²³ (Reserved for expansion)
²⁴ Tex. Tax Code § 26.044
²⁵ Tex. Tax Code § 26.0441

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
36.	<p>Rate adjustment for county indigent defense compensation. ²⁵ If not applicable or less than zero, enter 0.</p> <p>A. 2023 indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2022 and ending on June 30, 2023, less any state grants received by the county for the same purpose..... \$ <u>0</u></p> <p>B. 2022 indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2021 and ending on June 30, 2022, less any state grants received by the county for the same purpose..... \$ <u>0</u></p> <p>C. Subtract B from A and divide by Line 32 and multiply by \$100..... \$ <u>0.000000</u> /\$100</p> <p>D. Multiply B by 0.05 and divide by Line 32 and multiply by \$100..... \$ <u>0.000000</u> /\$100</p> <p>E. Enter the lesser of C and D. If not applicable, enter 0.</p>	<p>\$ <u>0.000000</u> /\$100</p>
37.	<p>Rate adjustment for county hospital expenditures. ²⁶ If not applicable or less than zero, enter 0.</p> <p>A. 2023 eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2022 and ending on June 30, 2023..... \$ <u>0</u></p> <p>B. 2022 eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2021 and ending on June 30, 2022..... \$ <u>0</u></p> <p>C. Subtract B from A and divide by Line 32 and multiply by \$100..... \$ <u>0.000000</u> /\$100</p> <p>D. Multiply B by 0.08 and divide by Line 32 and multiply by \$100..... \$ <u>0.000000</u> /\$100</p> <p>E. Enter the lesser of C and D, if applicable. If not applicable, enter 0.</p>	<p>\$ <u>0.000000</u> /\$100</p>
38.	<p>Rate adjustment for defunding municipality. This adjustment only applies to a municipality that is considered to be a defunding municipality for the current tax year under Chapter 109, Local Government Code. Chapter 109, Local Government Code only applies to municipalities with a population of more than 250,000 and includes a written determination by the Office of the Governor. See Tax Code Section 26.0444 for more information.</p> <p>A. Amount appropriated for public safety in 2022. Enter the amount of money appropriated for public safety in the budget adopted by the municipality for the preceding fiscal year..... \$ <u>0</u></p> <p>B. Expenditures for public safety in 2022. Enter the amount of money spent by the municipality for public safety during the preceding fiscal year..... \$ <u>0</u></p> <p>C. Subtract B from A and divide by Line 32 and multiply by \$100..... \$ <u>0.000000</u> /\$100</p> <p>D. Enter the rate calculated in C. If not applicable, enter 0.</p>	<p>\$ <u>0.000000</u> /\$100</p>
39.	<p>Adjusted 2023 NNR M&O rate. Add Lines 33, 34D, 35D, 36E, and 37E. Subtract Line 38D.</p>	<p>\$ <u>0.227389</u> /\$100</p>
40.	<p>Adjustment for 2022 sales tax specifically to reduce property taxes. Cities, counties and hospital districts that collected and spent additional sales tax on M&O expenses in 2022 should complete this line. These entities will deduct the sales tax gain rate for 2023 in Section 3. Other taxing units, enter zero.</p> <p>A. Enter the amount of additional sales tax collected and spent on M&O expenses in 2022, if any. Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent..... \$ <u>491,556</u></p> <p>B. Divide Line 40A by Line 32 and multiply by \$100..... \$ <u>0.085667</u> /\$100</p> <p>C. Add Line 40B to Line 39.</p>	<p>\$ <u>0.313056</u> /\$100</p>
41.	<p>2023 voter-approval M&O rate. Enter the rate as calculated by the appropriate scenario below.</p> <p>Special Taxing Unit. If the taxing unit qualifies as a special taxing unit, multiply Line 40C by 1.08.</p> <p>- or -</p> <p>Other Taxing Unit. If the taxing unit does not qualify as a special taxing unit, multiply Line 40C by 1.035.</p>	<p>\$ <u>0.324012</u> /\$100</p>

²⁵ Tex. Tax Code §26.0442
²⁶ Tex. Tax Code §26.0443

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
D41.	Disaster Line 41 (D41): 2023 voter-approval M&O rate for taxing unit affected by disaster declaration. If the taxing unit is located in an area declared a disaster area and at least one person is granted an exemption under Tax Code Section 11.35 for property located in the taxing unit, the governing body may direct the person calculating the voter-approval tax rate to calculate in the manner provided for a special taxing unit. The taxing unit shall continue to calculate the voter-approval tax rate in this manner until the earlier of 1) the first year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred, or 2) the third tax year after the tax year in which the disaster occurred If the taxing unit qualifies under this scenario, multiply Line 40C by 1.08. ²⁷ If the taxing unit does not qualify, do not complete Disaster Line 41 (Line D41).	\$ _____ /\$100
42.	Total 2023 debt to be paid with property taxes and additional sales tax revenue. Debt means the interest and principal that will be paid on debts that: (1) are paid by property taxes, (2) are secured by property taxes, (3) are scheduled for payment over a period longer than one year, and (4) are not classified in the taxing unit's budget as M&O expenses. A. Debt also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2021, verify if it meets the amended definition of debt before including it here.²⁸ Enter debt amount \$ <u>1,377,882</u> B. Subtract unencumbered fund amount used to reduce total debt. - \$ <u>0</u> C. Subtract certified amount spent from sales tax to reduce debt (enter zero if none) - \$ <u>0</u> D. Subtract amount paid from other resources - \$ <u>1,004,714</u> E. Adjusted debt. Subtract B, C and D from A. \$ <u>373,168</u>	\$ <u>373,168</u>
43.	Certified 2022 excess debt collections. Enter the amount certified by the collector. ²⁹	\$ <u>0</u>
44.	Adjusted 2023 debt. Subtract Line 43 from Line 42E.	\$ <u>373,168</u>
45.	2023 anticipated collection rate. A. Enter the 2023 anticipated collection rate certified by the collector. ³⁰ <u>97.93%</u> B. Enter the 2022 actual collection rate. <u>97.93%</u> C. Enter the 2021 actual collection rate. <u>97.83%</u> D. Enter the 2020 actual collection rate. <u>98.42%</u> E. If the anticipated collection rate in A is lower than actual collection rates in B, C and D, enter the lowest collection rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%. ³¹	<u>97.93%</u>
46.	2023 debt adjusted for collections. Divide Line 44 by Line 45E.	\$ <u>381,055</u>
47.	2023 total taxable value. Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ <u>580,830,232</u>
48.	2023 debt rate. Divide Line 46 by Line 47 and multiply by \$100.	\$ <u>0.065605</u> /\$100
49.	2023 voter-approval tax rate. Add Lines 41 and 48.	\$ <u>0.389617</u> /\$100
D49.	Disaster Line 49 (D49): 2023 voter-approval tax rate for taxing unit affected by disaster declaration. Complete this line if the taxing unit calculated the voter-approval tax rate in the manner provided for a special taxing unit on Line D41. Add Line D41 and 48.	\$ _____ /\$100

²⁷ Tex. Tax Code § 26.042(e)
²⁸ Tex. Tax Code § 26.012(f)
²⁹ Tex. Tax Code § 26.012(i) and 26.04(b)
³⁰ Tex. Tax Code § 26.04(b)
³¹ Tex. Tax Code §§ 26.04(h), (h-1) and (h-2)

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
50.	COUNTIES ONLY. Add together the voter-approval tax rates for each type of tax the county levies. The total is the 2023 county voter-approval tax rate.	\$ <u>0.000000</u> /\$100

SECTION 3: NNR Tax Rate and Voter-Approval Tax Rate Adjustments for Additional Sales Tax to Reduce Property Taxes

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its NNR and voter-approval tax rates to offset the expected sales tax revenue. This section should only be completed by a county, city or hospital district that is required to adjust its NNR tax rate and/or voter-approval tax rate because it adopted the additional sales tax.

Line	Additional Sales and Use Tax Worksheet	Amount/Rate
51.	Taxable Sales. For taxing units that adopted the sales tax in November 2022 or May 2023, enter the Comptroller's estimate of taxable sales for the previous four quarters. ³² Estimates of taxable sales may be obtained through the Comptroller's Allocation Historical Summary webpage: Taxing units that adopted the sales tax before November 2022, enter 0.	\$ _____ 0
52.	Estimated sales tax revenue. Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. ³³ Taxing units that adopted the sales tax in November 2022 or in May 2023. Multiply the amount on Line 51 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95. ³⁴ - or - Taxing units that adopted the sales tax before November 2022. Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	\$ <u>491,556</u>
53.	2023 total taxable value. Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ <u>580,830,232</u>
54.	Sales tax adjustment rate. Divide Line 52 by Line 53 and multiply by \$100.	\$ <u>0.084629</u> /\$100
55.	2023 NNR tax rate, unadjusted for sales tax. ³⁵ Enter the rate from Line 26 or 27, as applicable, on the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ <u>0.290586</u> /\$100
56.	2023 NNR tax rate, adjusted for sales tax. Taxing units that adopted the sales tax in November 2022 or in May 2023. Subtract Line 54 from Line 55. Skip to Line 57 if you adopted the additional sales tax before November 2022.	\$ _____ /\$100
57.	2023 voter-approval tax rate, unadjusted for sales tax. ³⁶ Enter the rate from Line 49, Line D49 (disaster) or Line 50 (counties) as applicable, of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ <u>0.389617</u> /\$100
58.	2023 voter-approval tax rate, adjusted for sales tax. Subtract Line 54 from Line 57.	\$ <u>0.304988</u> /\$100

SECTION 4: Voter-Approval Tax Rate Adjustment for Pollution Control Not Applicable

A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
59.	Certified expenses from the Texas Commission on Environmental Quality (TCEQ). Enter the amount certified in the determination letter from TCEQ. ³⁷ The taxing unit shall provide its tax assessor-collector with a copy of the letter. ³⁸	\$ _____
60.	2023 total taxable value. Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ _____
61.	Additional rate for pollution control. Divide Line 59 by Line 60 and multiply by \$100.	\$ _____ /\$100
62.	2023 voter-approval tax rate, adjusted for pollution control. Add Line 61 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties) or Line 58 (taxing units with the additional sales tax).	\$ _____ /\$100

³² Tex. Tax Code § 26.041(d)
³³ Tex. Tax Code § 26.041(f)
³⁴ Tex. Tax Code § 26.041(d)
³⁵ Tex. Tax Code § 26.04(c)
³⁶ Tex. Tax Code § 26.04(c)
³⁷ Tex. Tax Code § 26.045(d)
³⁸ Tex. Tax Code § 26.045(f)

SECTION 5: Voter-Approval Tax Rate Adjustment for Unused Increment Rate Not Applicable

The unused increment rate is the rate equal to the difference between the adopted tax rate and voter-approval tax rate adjusted to remove the unused increment rate for the prior three years.³⁹ In a year where a taxing unit adopts a rate by applying any portion of the unused increment rate, the portion of the unused increment rate must be backed out of the calculation for that year.

The difference between the adopted tax rate and adjusted voter-approval tax rate is considered zero in the following scenarios:

- a tax year before 2020;⁴⁰
- a tax year in which the municipality is a defunding municipality, as defined by Tax Code Section 26.0501(a);⁴¹ or
- after Jan. 1, 2022, a tax year in which the comptroller determines that the county implemented a budget reduction or reallocation described by Local Government Code Section 120.002(a) without the required voter approval.⁴²

Individual components can be negative, but the overall rate would be the greater of zero or the calculated rate.

This section should only be completed by a taxing unit that does not meet the definition of a special taxing unit.⁴³

63.	Year 3 component. Subtract the 2022 actual tax rate and the 2022 unused increment rate from the 2022 voter-approval tax rate.	
	A. Voter-approval tax rate (Line 67).....	\$ _____ /\$100
	B. Unused increment rate (Line 66).....	\$ _____ /\$100
	C. Subtract B from A.....	\$ _____ /\$100
	D. Adopted Tax Rate.....	\$ _____ /\$100
	E. Subtract D from C.....	\$ _____ /\$100
64.	Year 2 component. Subtract the 2021 actual tax rate and the 2021 unused increment rate from the 2021 voter-approval tax rate.	
	A. Voter-approval tax rate (Line 67).....	\$ _____ /\$100
	B. Unused increment rate (Line 66).....	\$ _____ /\$100
	C. Subtract B from A.....	\$ _____ /\$100
	D. Adopted Tax Rate.....	\$ _____ /\$100
	E. Subtract D from C.....	\$ _____ /\$100
65.	Year 1 component. Subtract the 2020 actual tax rate and the 2020 unused increment rate from the 2020 voter-approval tax rate.	
	A. Voter-approval tax rate (Line 65).....	\$ _____ /\$100
	B. Unused increment rate (Line 64).....	\$ _____ /\$100
	C. Subtract B from A.....	\$ _____ /\$100
	D. Adopted Tax Rate.....	\$ _____ /\$100
	E. Subtract D from C.....	\$ _____ /\$100
66.	2023 unused increment rate. Add Lines 63E, 64E and 65E.	\$ _____ /\$100
67.	Total 2023 voter-approval tax rate, including the unused increment rate. Add Line 66 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax) or Line 62 (taxing units with pollution control).	\$ _____ /\$100

³⁹ Tex. Tax Code §26.013(a)
⁴⁰ Tex. Tax Code §26.013(c)
⁴¹ Tex. Tax Code §526.0501(a) and (c)
⁴² Tex. Local Gov't Code §120.007(d), effective Jan. 1, 2022.
⁴³ Tex. Tax Code §26.063(a)(1)
⁴⁴ Tex. Tax Code §26.012(B-a)
⁴⁵ Tex. Tax Code §26.063(a)(1)

SECTION 6: De Minimis Rate

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate, the rate that will raise \$500,000, and the current debt rate for a taxing unit.⁴⁴ This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit.⁴⁵

Line	De Minimis Rate Worksheet	Amount/Rate
68.	Adjusted 2023 NNR M&O tax rate. Enter the rate from Line 39 of the Voter-Approval Tax Rate Worksheet.	\$ 0.227389/\$100
69.	2023 total taxable value. Enter the amount on Line 21 of the No-New-Revenue Tax Rate Worksheet.	\$ 580,830,232
70.	Rate necessary to impose \$500,000 in taxes. Divide \$500,000 by Line 69 and multiply by \$100.	\$ 0.086083/\$100
71.	2023 debt rate. Enter the rate from Line 48 of the Voter-Approval Tax Rate Worksheet.	\$ 0.065605/\$100
72.	De minimis rate. Add Lines 68, 70 and 71.	\$ 0.379077/\$100

SECTION 7: Voter-Approval Tax Rate Adjustment for Emergency Revenue Rate Not Applicable

In the tax year after the end of the disaster calculation time period detailed in Tax Code Section 26.042(a), a taxing unit that calculated its voter-approval tax rate in the manner provided for a special taxing unit due to a disaster must calculate its emergency revenue rate and reduce its voter-approval tax rate for that year.⁴⁶

Similarly, if a taxing unit adopted a tax rate that exceeded its voter-approval tax rate, calculated normally, without holding an election to respond to a disaster, as allowed by Tax Code Section 26.042(d), in the prior year, it must also reduce its voter-approval tax rate for the current tax year.⁴⁷

This section will apply to a taxing unit other than a special taxing unit that:

- directed the designated officer or employee to calculate the voter-approval tax rate of the taxing unit in the manner provided for a special taxing unit in the prior year; and
- the current year is the first tax year in which the total taxable value of property taxable by the taxing unit as shown on the appraisal roll for the taxing unit submitted by the assessor for the taxing unit to the governing body exceeds the total taxable value of property taxable by the taxing unit on January 1 of the tax year in which the disaster occurred or the disaster occurred four years ago. This section will apply to a taxing unit in a disaster area that adopted a tax rate greater than its voter-approval tax rate without holding an election in the prior year.

Note: This section does not apply if a taxing unit is continuing to calculate its voter-approval tax rate in the manner provided for a special taxing unit because it is still within the disaster calculation time period detailed in Tax Code Section 26.042(a) because it has not met the conditions in Tax Code Section 26.042(a)(1) or (2).

Line	Emergency Revenue Rate Worksheet	Amount/Rate
73.	2022 adopted tax rate. Enter the rate in Line 4 of the No-New-Revenue Tax Rate Worksheet.	\$ _____/\$100
74.	Adjusted 2022 voter-approval tax rate. Use the taxing unit's Tax Rate Calculation Worksheets from the prior year(s) to complete this line. If a disaster occurred in 2022 and the taxing unit calculated its 2022 voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) of the 2022 worksheet due to a disaster, complete the applicable sections or lines of Form 50-856-a, Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet. - or - If a disaster occurred prior to 2022 for which the taxing unit continued to calculate its voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) in 2022, complete the separate Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet to recalculate the voter-approval tax rate the taxing unit would have calculated in 2022 if it had generated revenue based on an adopted tax rate using a multiplier of 1.035 in the year(s) following the disaster. ⁴⁸ Enter the final adjusted 2022 voter-approval tax rate from the worksheet. - or - If the taxing unit adopted a tax rate above the 2022 voter-approval tax rate without calculating a disaster tax rate or holding an election due to a disaster, no recalculation is necessary. Enter the voter-approval tax rate from the prior year's worksheet.	\$ _____/\$100
75.	Increase in 2022 tax rate due to disaster. Subtract Line 74 from Line 73.	\$ _____/\$100
76.	Adjusted 2022 taxable value. Enter the amount in Line 14 of the No-New-Revenue Tax Rate Worksheet.	\$ _____
77.	Emergency revenue. Multiply Line 75 by Line 76 and divide by \$100.	\$ _____
78.	Adjusted 2023 taxable value. Enter the amount in Line 25 of the No-New-Revenue Tax Rate Worksheet.	\$ _____
79.	Emergency revenue rate. Divide Line 77 by Line 78 and multiply by \$100. ⁴⁹	\$ _____/\$100

⁴⁴ Tex. Tax Code §26.042(b)
⁴⁵ Tex. Tax Code §26.042(f)
⁴⁶ Tex. Tax Code §26.042(c)
⁴⁷ Tex. Tax Code §26.042(b)

Line	Emergency Revenue Rate Worksheet	Amount/Rate
80.	2023 voter-approval tax rate, adjusted for emergency revenue. Subtract Line 79 from one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax), Line 62 (taxing units with pollution control) or Line 67 (taxing units with the unused increment rate).	\$ _____ /\$100

SECTION 8: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

No-new-revenue tax rate. \$ 0.290586 /\$100
 As applicable, enter the 2023 NNR tax rate from: Line 26, Line 27 (counties), or Line 56 (adjusted for sales tax).
 Indicate the line number used: 26

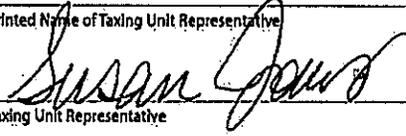
Voter-approval tax rate. \$ 0.304988 /\$100
 As applicable, enter the 2023 voter-approval tax rate from: Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (adjusted for sales tax), Line 62 (adjusted for pollution control), Line 67 (adjusted for unused increment), or Line 80 (adjusted for emergency revenue).
 Indicate the line number used: 58

De minimis rate. \$ 0.379077 /\$100
 If applicable, enter the 2023 de minimis rate from Line 72.

SECTION 9: Taxing Unit Representative Name and Signature

Enter the name of the person preparing the tax rate as authorized by the governing body of the taxing unit. By signing below, you certify that you are the designated officer or employee of the taxing unit and have accurately calculated the tax rates using values that are the same as the values shown in the taxing unit's certified appraisal roll or certified estimate of taxable value, in accordance with requirements in the Tax Code.⁵⁰

print here ▶ Susan Jones
 Printed Name of Taxing Unit Representative

sign here ▶ 
 Taxing Unit Representative

07/27/2023

Date

*Tex. Tax Code §§26.04(e-2) and (d-2)

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City Manager

BUSINESS FOR THE CITY COUNCIL
OF THE
CITY OF LAMPASAS

7.11
Item Number

SUBJECT:

Discussion and Possible action concerning the scheduling of one public hearing regarding the proposed tax rate upon all property subject to taxation within the City of Lampasas, Texas for the 2023 Tax Year for the use and support of the Municipal Government of the City of Lampasas for the Fiscal Year beginning October 1, 2023 and ending September 30, 2024; Apportioning said levy among the various funds and items for which revenue must be raised including providing a sinking fund for the retirement of the bonded debt of the City.

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

DATE SUBMITTED: August 8, 2023 FOR THE AGENDA OF: August 14, 2023

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

SUMMARY STATEMENT:

Since the proposed tax rate of \$0.304888 is above the no-new-tax rate of \$0.290586 and below the voter approval tax rate of \$0.304988, the governing body must schedule one (1) Public Hearing on the tax increase. The hearing must take place within the boundaries of the unit, on a weekday that is not a holiday, have a quorum of the governing body, and take place in a public building or, if a public building is not available, in a building normally open to the public. The meeting to adopt the tax rate must not be held later than the seventh (7th) day after the public hearing.

Publication of the *Notice of Public Hearing on Tax Increase* must be done at least seven (7) days before the public hearing. (August 25th)

Dates available for the Public Hearing on the Tax Increase are September 5th, 6th, or 7th. These dates fall within the seven (7) day window required prior to the meeting to adopt the tax rate.

Proposed date to adopt the budget and tax rate is Monday, September 11, 2023.

Recommendation:

Council please move to schedule one Public Hearing on the proposed tax rate using the following verbage, "I move to schedule one public hearing on the proposed tax rate for (date time, and place) and the meeting to vote on the tax rate will be Monday, September 11, 2023 at 6:00pm."

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City Manager

ITEM NO. 7.12

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

Subject:

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

Requested By: Yvonne Moreno, Finance Director

Submitted By: Yvonne Moreno, Finance Director

Date Submitted: August 8, 2023

For the Agenda of: August 14, 2023

Procurement and Funding Statement:

N/A

Attachments: Investment and Strategy Policy

Summary Statement:

The Investment and Strategy Policy has to be approved by Resolution on an annual basis. No changes have been made since the prior approval in September 2022.

Recommendation:

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

Resolution _____

CITY OF LAMPASAS

INVESTMENT AND STRATEGY POLICY

August 14, 2023

1. POLICY

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

11. SCOPE

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

Funds Included.

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

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

City Funds Excluded: None.

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

111. STANDARD OF CARE - PRUDENCE

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

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

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

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

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

IV. OBJECTIVE AND STRATEGY

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

The primary objectives, in priority order, shall be:

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

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

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

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

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

V. RESPONSIBILITY AND CONTROL

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

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

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

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

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

VI. ETHICS

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

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

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

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

VII. AUTHORIZED INVESTMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

VIII. BROKER/DEALERS

Depository

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

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

Security Broker/Dealers

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

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

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

Signed Investment Policy Certification Form

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

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

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

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

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

IX. INTERNAL CONTROLS

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

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

Cash Flow Forecasting

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

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

Monitoring Credit Ratings

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

Monitoring FDIC Status for Mergers and Acquisitions

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

X. SAFEKEEPING AND CUSTODY

Collateral Pledged to the City

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

Collateral Agreement

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

Collateral Defined

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

Subject to Audit

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

Safekeeping of City Owned Securities

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

Delivery vs. Payment

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

XI. REPORTING

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

A summary statement of the portfolio with beginning and ending book and market value,

Changes to the market value for the period,

The ending market value for the period,

The maturity date of each asset, and

A statement of compliance of the investment portfolio as it relates to the investment policy and strategy and to the provisions of the Public Funds Investment Act, as amended.

All market prices will be obtained from an independent source.

XII. REVIEW AND REVISION

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

XIII. ADOPTION

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

Yvonne Moreno, Finance Director

Approved by the City Council:

Date: _____

Herb Pearce, Mayor

Becky Sims, City Secretary

APPENDIX A INVESTMENT STRATEGY FOR CURRENT ANNUAL REVIEW

August 2023

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Yvonne Moreno, Finance Director

Approved by the City Council:

Date: _____

Herb Pearce, Mayor

Becky Sims, City Secretary



Chris Felan
Vice President
Rates & Regulatory Affairs

July 25, 2023

City Official

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

Enclosed is Atmos Energy Corp., Mid-Tex Division's Statement of Rider GCR applicable for the August 2023 billing periods. This Statement details the gas cost component of the residential, commercial, and industrial sales rates for customers within your city. This filing is for informative purposes only and no action is required on your city's part.

Should you have any questions, please let me know.

Sincerely,

A handwritten signature in black ink that reads "Chris Felan".

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

Attachment

ATMOS ENERGY CORPORATION
MID-TEX DIVISION
STATEMENT OF RIDER GOR
August, 2023
PREPARED IN ACCORDANCE WITH
GAS UTILITIES DOCKET NO. 10170

Part (a) - Mid-Tex Commodity Costs

Line	(a)	(b)
1	Estimated Gas Cost per Unit:	\$0.29244
2	Estimated City Gate Deliveries:	49,730,490
3	Estimated Gas Cost:	<u>\$14,543,184</u>
4	Lost and Unaccounted For Gas %	2.5932%
5	Estimated Lost and Unaccounted for Gas	\$377,134
6	Total Estimated City Gate Gas Cost:	<u>\$14,920,318</u>
7	Estimated Sales Volume:	<u>49,734,380</u>
8	Estimated Gas Cost Factor - (EGCF)	<u>0.30000</u>
9	Reconciliation Factor - (RF):	0.00000
10	Taxes (TXS):	0.00000
11	Adjustment - (ADJ):	<u>0.00000</u>
12	Gas Cost Recovery Factor - (GCRF) (Taxable)	0.30000 per Ccf

Btu Factor
0.1024

Per MMBtu
\$2.9297

Part (b) - Pipeline Services Costs

Line	(a)	(b)	(c)	(d)	(e)
Fixed Costs					
13	Fixed Costs Allocation Factors [Set by GUID 10170]	100.0000%	Rate R - Residential	Rate C - Commercial	Rate I - Industrial Service
14	a. Current Month Fixed Costs of Pipeline Services	\$49,255,722	64.3027%	30,5476%	5.1497%
15	b. Plus: Second Prior Month Recovery Adjustment	\$0	\$0	\$0	2,536,522
16	Net Fixed Costs	<u>\$49,255,722</u>	<u>\$31,672,759</u>	<u>\$15,046,441</u>	<u>\$2,536,522</u>
Commodity Costs					
17	a. Estimated Commodity Cost of Pipeline Services	(\$824,449)	(634,486)	(259,597)	69,634
18	b. Plus: Second Prior Month Recovery Adjustment	\$0	\$0	\$0	\$0
19	Net Commodity Cost of Pipeline Services	<u>(\$824,449)</u>	<u>(\$634,486)</u>	<u>(\$259,597)</u>	<u>\$69,634</u>
20	Total Estimated Pipeline Costs (Line 16 + Line 19)	<u>\$48,431,273</u>	<u>\$31,038,273</u>	<u>\$14,786,844</u>	<u>\$2,606,156</u>
21	Estimated Billed Volumes		67,128,250 Ccf	46,553,070 Ccf	4,875,760 MMBtu
22	Pipeline Cost Factor (PCF) [Line 20 / Line 21] (Taxable)		0.46240 Ccf	0.31760 Ccf	\$0.5345 MMBtu
23	Gas Cost Recovery Factor - (GCRF) [Line 12] (Taxable)		0.30000 Ccf	0.30000 Ccf	\$2.9297 MMBtu
24	Rider GCR		<u>0.76240 Ccf</u>	<u>0.61760 Ccf</u>	<u>\$3.4642 MMBtu</u>
25					<u>\$0.5345 MMBtu</u>

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