

**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, February 26, 2024
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, February 26, 2024 in the Calvert Municipal Building located at 302 E Third Street, Lampasas, Texas. The City Council of Lampasas, Texas reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed, as authorized by the Texas Government Code sections 551.071 (consultation with attorney), 551.072 (deliberations about real property), 551.073 (deliberations about gifts and donations), 551.074 (personnel matters), 551.076 (deliberations about security devices), 551.087 (economic development), and Section 551.086 (Relating to the authority of public power utility governing bodies to deliberate regarding competitive matters).

WORKSHOP SESSION

1. Call to order Workshop Session
2. Discussion regarding Memorandum of Agreement between United States Army Garrison (USAG) and Central Texas Surrounding Cities for Cen-Tex Sustainable Communities Partnership *(pgs. 5-10)*
3. Discussion regarding any item on the regular agenda
4. Adjourn Workshop Session

REGULAR SESSION

ANNOUNCEMENTS

- A. Call to Order
- B. Invocation and Pledge of Allegiance
- C. Presentations and Proclamations
 - Service Recognition- Carlos Garcia- 20 years
- D. Recognition of the Misti Talbert Community Champions
 - Lorelai Dressell & Abigail Justice
 - Janet Crozier
 - Brenda Smith
- E. Annual recognition to the Mayor & City Council.

	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
2.0	MINUTES	PAGES
2.1	Discussion and possible action concerning the approval of minutes of the Regular Meeting held on February 12, 2024	11-20
3.0	CONSENT AGENDA	PAGES
4.0	BOARDS/DEPARTMENT REPORTS	PAGES
4.1	<ol style="list-style-type: none"> 1. City Secretary Monthly Report 2. Utility Billing and Collections Monthly Report 3. Public Works Monthly Report for Electric, Streets, Water/Wastewater 4. Police Department Monthly Report 5. Building Official Monthly Report 6. Economic Development Monthly Report 7. Fire Department Monthly Report 8. Parks and Recreation Monthly Report 9. Information Systems Monthly Report 10. Library Monthly Report 11. Golf Course Monthly Report 12. Municipal Court Monthly Report 	21-46
5.0	ROUTINE MATTERS	PAGES
5.1	City Manager’s Operational Report <ul style="list-style-type: none"> • KWSC • Hostess House • Eclipse • Developers’ Meeting • CIP • Rural Transportation • LEDC 	47-48
5.2	MAYOR’S COMMENTS	N/A
6.0	UNFINISHED BUSINESS	N/A
7.0	NEW BUSINESS	PAGES
7.1	Discussion and acceptance of the Fiscal Year 2022-2023 Year-End Financial Report	49-50

7.2	Discussion and possible action regarding the Memorandum of Understanding between the City of Lampasas and Lampasas Trails regarding the Hike and Bike Trail at the 580 Sports Complex.	51-58
7.3	Discussion and possible action regarding the approval of the Memorandum of Agreement between United States Army Garrison (USAG) and Central Texas Surrounding Cities for Cen-Tex Sustainable Communities Partnership.	59-60
7.4	Discussion and possible action to reappoint Gordon Thornton to the Airport Zoning Board of Adjustments.	61-62
7.5	Discussion and possible action regarding generation design, to include assistance with bid and construction phase by M&S Engineering Firm for WWTP, Spring Street Plant and the Animal Shelter in an amount not to exceed \$70,000, to be funded with American Rescue Plan Act (ARPA) Funds.	63-84
7.6	Discussion and possible action to allow staff to purchase a new 2024 Ford Explorer Interceptor in an amount not to exceed \$80,000.00 for the police department to replace a 2016 Ford Interceptor that was totaled in January 2024.	85-92
7.7	Discussion and possible action to approve the purchase of two new police department vehicles to replace one 2014 Ford F-150 animal control truck and one 2014 Chevrolet Tahoe that are budgeted for FY 2023/2024.	93-100
7.8	Discussion and possible action to approve 2018 General Engineering Services Contract, Task Order 44, Western Avenue Culvert Replacement with Eckermann Engineering, Inc, in the amount of \$28,250.00, with latitude to negotiate easement documents with property owners if needed, in the amount of \$1,500.00 each.	101-110
7.9	Discussion and possible action to close Third Street between Live Oak and Pecan beginning at 5:30 a.m.-4:00 p.m. on Saturday, April 27, 2024 for the Courtyard Square Association (CYSA) City Wide Garage Sale to be held from 9:00 am-2:00 pm.	111-112
7.10	Discussion and possible action regarding the lease of (40) 2024 Club Car Tempo Lithium Fleet Rental Carts and (2) 2024 Club Car CA500 Gas Utility Work Carts at Hancock Park Golf Course.	113-116
7.11	Discussion and possible action to approve placement of a sign in a residential zoning district for First Street Church of Christ.	117-118

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 551.071 (1) (A) and 551.071(2), Consultation with Attorney by telephone and/or in person concerning matters upon which the attorney has a duty and/or responsibility to report to the governmental body; and other legal matters related to items posted on the Council's agenda, if any.

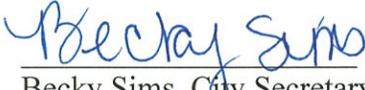
8.2	Section 551.087 (economic development)- (1) to receive and evaluate financial information received from a business prospect, to discuss same, and/or to deliberate regarding commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay, or expand in or near the city, with which the City is conducting economic development negotiations; and/or (2) to deliberate an offer of any financial or other incentives to any business prospect described above.
8.3	Section 551.072 (deliberations about real property) - Deliberation concerning the potential purchase, exchange, lease, acquisition, sale and/or value of real property.
8.4	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 23 day of February 2024 at 4:10 pm


Becky Sims, City Secretary


City Manager

ITEM NO. WORKSHOP-2

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

Subject:

Discussion regarding Memorandum of Agreement between United States Army Garrison (USAG) and Central Texas Surrounding Cities for Cen-Tex Sustainable Communities Partnership.

Requested By: Becky Sims, City Secretary

Submitted By: Becky Sims, City Secretary

Date Submitted: February 22, 2024

For the Agenda of: February 26, 2024

Procurement and Funding Statement:

N/A

Attachments:

Summary Statement:

This document represents a partnership between Fort Cavazos and neighboring communities to support and enhance environmental goals and projects that improve the quality of life in each of the surrounding cities. The Memorandum of Understanding is set to be renewed for a 10-year term; with the stipulation that at anytime either party can terminate the agreement. The City of Lampasas has been part of this partnership since 2015. This partnership is an invaluable resource and effective collaborative effort to bring neighboring communities together and spotlight their individual ambassadors who make a difference in their community.

Recommendation:

Discussion only



DEPARTMENT OF THE ARMY
UNITED STATES ARMY GARRISON, FORT CAVAZOS
1001 761ST TANK BATTALION AVENUE
FORT CAVAZOS, TEXAS 76544-5002

MEMORANDUM OF AGREEMENT (MOA)
BETWEEN
UNITED STATES ARMY GARRISON (USAG) FORT CAVAZOS
AND
CENTRAL TEXAS SURROUNDING CITIES
FOR
CEN-TEX SUSTAINABLE COMMUNITIES PARTNERSHIP
IM-W45CL7-24-005-MOA

1. Purpose. To establish a continued multi-year partnership to develop and implement the Cen-Tex Sustainable Communities Partnership (hereafter referred to as the "Partnership") among Fort Cavazos and surrounding cities (hereafter referred to as "the Parties") from Killeen, Gatesville, Harker Heights, Copperas Cove, Nolanville, Salado, Belton, and Lampasas to promote sustainability in Central Texas through voluntary programs.

2. Goal. To achieve measurable benefits by agreeing upon common environmental goals and implementing Partnership-guided projects to contribute to the vitality of the Central Texas economy and quality of life for the region's citizens.

3. Areas of Consideration. To develop and implement the Partnership, the Parties intend to actively cooperate in the following areas:

a. Developing a Partnership project work plan for future planning and project for collaboration.

b. Identifying potential funding requirements to support future Partnership projects.

c. On an as-needed basis, recruiting new participants to support the Partnership in both advisory and project implementation roles.

d. Participating in periodic conference calls, virtual meetings, and face-to-face meetings.

e. Developing a mechanism for evaluating and measuring Partnership progress, including emission reductions and other environmental benefits achieved.

f. Devoting staff time to support Partnership project activities.

g. Analyzing, selecting, and implementing a variety of sustainable and environmentally beneficial projects for the Central Texas Region.

4. Governance. The Parties will constitute the Core Project Management Group of the Partnership, which will act as the decision-making body of this initiative. The Parties will seek cooperation with appropriate state agencies, other federal agencies, non-

SUBJECT: Cen-Tex Sustainable Communities Partnership

governmental organizations, and commercial entities on Partnership projects; and, as determined by the Parties, other participants may join the Partnership in either advisory or Partnership project implementation roles for particular projects.

5. Decision Making. Although majority consensus is desirable, any party who, for some reason, cannot support an initiative is allowed to abstain or withdraw, without repercussion, from participation in that project. Approval of participation in any project or initiative is subject to the approval of the entity's governing body.

6. Limitations.

a. All commitments made by the Parties through this Memorandum of Agreement (MOA) are subject to the approval of the governing body. Nothing in this MOA, in and of itself, obligates the Parties to expend appropriations or to enter into any contract, assistance agreement, interagency agreement, or incur other financial obligations. Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

b. This MOA does not exempt the other Parties from their respective policies requiring competition for financial assistance and contracts. Any endeavor involving the Parties' funding will be handled in accordance with applicable laws, regulations, policies and procedures, and will be subject to separate written agreements.

c. This MOA does not create any right or benefit, substantive or procedural, enforceable by law or equity against the Parties, their officers or employees, or any other person.

d. This MOA does not apply to any person or organization outside of the Parties.

e. The Parties agree that the "Cen-Tex Sustainable Communities Partnership" name may be used in conjunction with the names of other cities in the future. No one Party to this MOA claims exclusive rights to the "Cen-Tex Sustainable Communities Partnership" name, and other neighboring communities to Fort Cavazos are welcome to join the Partnership at any time during this partnership period by signing the MOA.

7. Contacts for the Parties. The following individuals are the designated contacts of the Parties for this MOA and are the members of the Executive Committee on behalf of their organizations:

- **USAG Fort Cavazos:** COL Laticia R. Stokes, Garrison Commander, (254) 288-3451.
- **City of Killeen:** Kent Cagle, City Manager, (254) 501-7700.

SUBJECT: Cen-Tex Sustainable Communities Partnership

- **City of Copperas Cove:** Ryan Haverlah, City Manager, (254) 547-4221.
- **City of Gatesville:** Scott Albert, City Manager, (254) 865-8951.
- **City of Harker Heights:** David Mitchell, City Manager, (254) 953-5600.
- **City of Belton:** Sam Listi, City Manager, (254) 933-5818.
- **City of Nolanville:** Kara Escajeda, City Manager, (254) 698-6335.
- **City of Lampasas:** Finley deGraffenried, City Manager, (512) 556-6831.
- **Village of Salado:** Manuel De La Rosa, Village Administrator, (254) 947-5060.

If this contact information changes, the Parties agree to notify all other parties to this MOA in writing; such written notification shall become an addendum to this MOA.

8. Review of Agreement. This MOA will be reviewed annually on or around the anniversary of its effective date for financial impacts and triennially in its entirety.

9. Modification of Agreement. This MOA may only be modified by the written agreement of the Parties, duly signed by their authorized representative.

10. Termination of Agreement. Any of the Parties may terminate their participation in this MOA at any time.

11. Effective Date. This MOA takes effect beginning on the day after the last Party signs. This Agreement expires on 15 July 2034.

AGREED:

Lakicia R. Stokes
Colonel, US Army
Garrison Commander

Debbie Ann Nash-King
Mayor of Killeen

(Date)

(Date)

SUBJECT: Cen-Tex Sustainable Communities Partnership

Dan D. Yancey
Mayor of Copperas Cove

(Date)

Michael Blomquist
Mayor of Harker Heights

(Date)

Gary Chumley
Mayor of Gatesville

(Date)

David K. Leigh
Mayor of Belton

(Date)

Andy Williams
Mayor of Nolanville

(Date)

Herb Pearce
Mayor of Lampasas

(Date)

Michael Coggin
Mayor of Village of Salado

(Date)

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**MINUTES OF REGULAR MEETING OF THE GOVERNING BODY
OF THE CITY OF LAMPASAS, TEXAS
CALVERT MUNICIPAL BUILDING
CITY COUNCIL CHAMBERS
302 E THIRD STREET
Monday, February 12, 2024
5:30 p.m. Workshop Session
6:00 p.m. Regular Session**

ITEM 2.1

(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:

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

City Staff Present:

Finley deGraffenried, City Manager
Becky Sims, City Secretary
Yvonne Moreno, Finance Director
Monica Wright, IT Director
Jody Cummings, Police Chief
Ryan Ward, ACM
Van Sims, WWW Operations Manager
Stacey Ybarra, EDC Director
Robert Gradel, Municipal Judge

Council Members Absent:

N/A

WORKSHOP SESSION

5:30 p.m.

1. Call to order Workshop Session

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

2. Discussion regarding Fiscal Year 2022-2023 Year-End Financial Report.

Finley deGraffenried, City Manager presented the year-end financial report; highlighting the following areas:

- *The financial performance of the City can be characterized as sound with revenues exceeding expenses by \$310,755.87, or .9% of the Operating Budget. Several factors continue to impact the City's finances including electric market volatility, inflation, and increases in Operating and Maintenance (O&M) expense for water and wastewater operations.*
- *Transfer Revenue and Expense, Use of Fund Balance*
- *Interest income and Economic Indicators*
- *Environmental Influences*
 - *Hail Storms*
 - *Roofing Permits*
 - *Insurance Claims*
 - *Drought*
 - *Water Conservations Measures*
- *Electric Contracts*
- *Project Funding*
- *Utility Rates*
- *Report Content*
 - *Narrative*
 - *Performance by Major Accounts*

- *Balance Sheets*
- *Investment Report*
- *Supplemental*
- *Timing and Disclaimers*
 - *Statements used for completing report are prior to auditor adjustments, journal entries and budget amendments.*
- *Summary Performance*

Council will be asked to consider acceptance of the report at the February 26, 2024 Council Meeting.

3. Discussion regarding Memorandum of Understanding for Hike & Bike Trails at the 580 Sports Complex.

Ryan Ward, Assistant City Manager presented the updated Memorandum of Understanding that has been agreed upon by all parties. Mr. Ward highlighted Item 3 on page 11 regarding City obligation and acknowledgement of the work and effort put in by the Lampasas Trails, the importance of protecting their investment, notification among parties regarding any safety issues and that the City will coordinate with Lampasas Trails regarding any improvements, activities or projects in the immediate area and seek input from members.

All parties agree on the importance of communication and collaboration between the City of Lampasas, Lampasas Trails and the Disc Golf members.

Staff is currently working on signage for the trails.

Staff will work with Lampasas Trails to create a defined method of reporting any safety concerns or issues regarding the trail for quick resolution.

4. Discussion regarding any item on the regular agenda

There was no discussion

5 Adjourn Workshop Session

Council member Keele moved to adjourn workshop at 6:13 pm, the motion was seconded by Council member Hernandez and with a unanimous vote, the motion carried.

REGULAR SESSION

ANNOUNCEMENTS

A. Call to Order

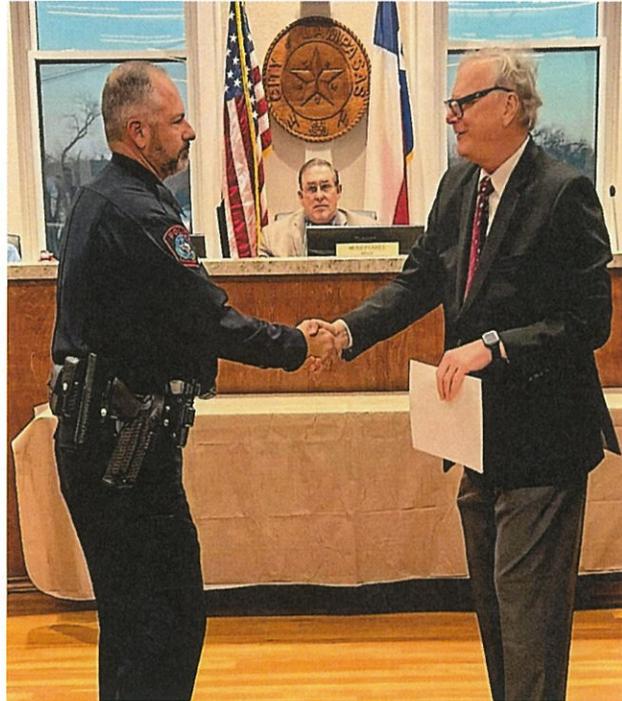
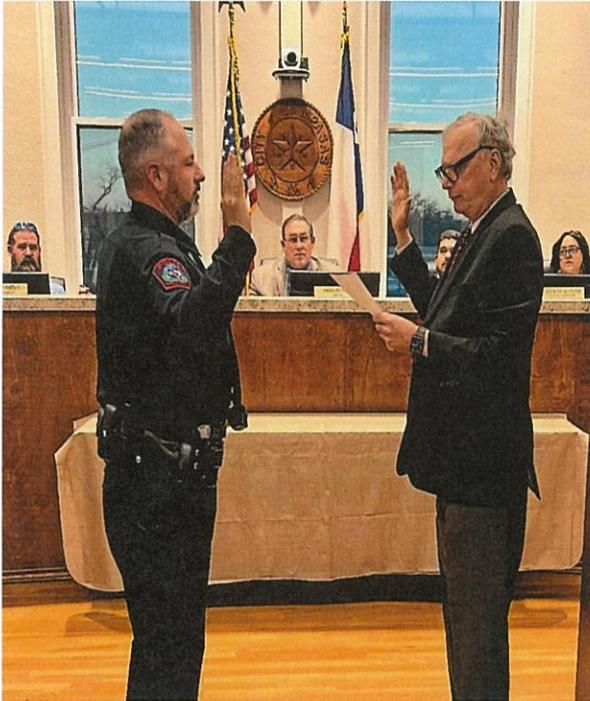
Mayor Pearce called the Regular Session to order at 6:14 pm

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

- Recognition of Sheryl Hausmann- 20 years- Library Board- *postponed*
- Swearing in Ceremony- Officer Jonathan Rinehart



	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 January 22, 2024

Council member Williamson moved to approve the minutes of the Regular Meeting held on January 22, 2024, the motion was seconded by Council member Keele, with Council member Pratus and Council member Kuehne abstaining the motion carried.

3.0	CONSENT AGENDA
3.1	Discussion and possible action regarding purchases and charges in excess of \$4,000 from January 1, 2024- January 31.2024
3.2	Discussion and possible action regarding the December 2023 Investment Report

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

4.0	BOARDS/DEPARTMENT REPORTS
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5.0	ROUTINE MATTERS
5.1	City Manager’s Operational Report

City Manager deGraffenried reviewed his report:

Freeze Sometimes I forget to report positive news. During the mid-January cold snap, where temperatures dropped below freezing for an extended period, staff reports that improvements made to suspect facilities have resulted in no appreciable damage. Upgrades to park restrooms, pump houses, and irrigation controls since Winter Storm Uri, including insulation, electric upgrades, and heating units, has mitigated damage to plumbing and fixtures. Council may recall extended repair times after Uri due to supply chain issues and the extensive damage in Texas. Limited damage to a few outdoor spigots was repaired within the week of the freezing temperatures.

Water Staff has discussed progress of repairs to the raw water pumps, wiring, and piping at the Lakecliffe Plant with the staff of Central Texas Water Supply Corporation (“CTWSC”). Lee Kelley, General Manager, indicated last week that divers were on stand-by to install pumps 6 and 7, the lower intake pumps, after repair by Smith Pump Company. The installation of the pumps, with the floating intake, will restore the plant to a capacity of approximately 10,000,000-gallons per day. Staff will report any updates at the February 12th Council meeting. During the period of repair, staff has extended the Emergency Water Contract with Kempner Water Supply Corporation, however; the amount needed to fulfill City needs has decreased. Lake levels remain below 605 feet elevation.

Staff has also consulted with KWSC and CTWSC, who are both reverting to Stage 2, Water Conservation levels. Providing there is no objection from Council, and with the Lakecliffe Plant soon to be at capacity, Staff will implement Stage 2 of the City’s Water Conservation plan.

Water Study Staff recently met with Jason Jones, Jones-Heroy Engineers, to discuss progress on the alternate and supplemental drinking water investigation. Mr. Jones provided the recently received Groundwater analysis from his subcontractor, currently under staff and consultant review, which identified possible aquifers of adequate capacity and quality. Additionally, Jason has initiated testing of samples on Sulphur Creek and also has calculated flow prior to recent rains. In his research, he has also found and provided a copy of a 1963 Base Flow

Study of Quality and Quantity of the Lampasas River. This is great reading. Typical of the time, the report is concise, informative and direct. Jason indicated that sampling information would be coordinated with treatment specialist to assess viability of the source. Sometime in the March or April timeframe, staff will invite Mr. Jones to a meeting for an update.

Meeting Dates

Earlier this month staff provided Council with possible dates to coordinate meetings with KWSC and the Lampasas Economic Development Corporation (“LEDC”). Suggested dates included February 19, 22, March 4, 6 or 7, or April 1. Staff would still need to coordinate with the other entities, so direction on more than one date would be helpful. The KWSC meeting would represent the first joint meeting in nearly 9 years, with discussion topics to include the Georgetown Tank and a possible Contract amendment to allow for the purchase of a defined limit of water from KWSC. The LEDC meeting discussion would include planning updates and priorities.

Staff also seeks Council input on a possible small group developers’ lunch. Staff understands the format would be less formal, but would illicit open communication and any steps that could be implemented to improve efficiency.

Audit

Yvonne reports that representatives from Singleton, Clark & Company, will be available March 15th to review the City’s FY 2023 Audit. In recent years the City has met with the Auditor, in Committee, to review the findings, and then placed acceptance of the Audit on a future Council agenda. The Committee has traditionally been made up of staff, the Mayor and Pro-Tem, and one additional Council member.

Fire Department

Members of the Lampasas Fire Department will be traveling to Houston on February 12th to review preparations for the new Engine, and provide some tools and equipment for the “make ready” phase. It is staff’s understanding the Engine should be ready for delivery mid to late March. Staff also reports that Joe Adams has been named interim Chief for the Department, and Bart Baker has been named interim Fire Marshall. The interim positions, which I’ve employed frequently in the past, will provide the time and opportunity to work with leadership and rank and file of the Department to strategize, assess and implement updated organizational structure and delivery of service. Staff wants to make sure there is opportunity for input, and buy-in, from members of the Department.

Eclipse

Staff continues to meet in preparation for the April 8th Solar Eclipse with partners from the Chamber of Commerce and Hamilton EMS. Planning is currently centered on final, and specific deployment of staff and resources. In the next several weeks staff will assemble resource documentation for use by field staff and dispatch. Final on-site visits have been, or will be, conducted with vendors including restrooms, dumpsters and barricades. Road closure plans are being coordinated with TxDOT; and Stacey and Melissa have continued round table meetings with businesses. Public communication efforts are being planned for post cards, window bills, with possibly the opportunity for commemorative posters.

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 selection of website photo contest winner.
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Council member Hernandez moved to approve entry #1, the motion was seconded by Council member Kuehne and with a unanimous vote, the motion carried.

7.2	Discussion and possible action regarding the first reading of an Ordinance calling the May 4, 2024 General Election for the City of Lampasas to elect the expired terms of the Council Member Places Three, Four and Five; providing for early voting, polling times and places and bilingual election materials.
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Council member Keele moved to approve the first reading of an Ordinance calling the May 4, 2024 General Election for the City of Lampasas to elect the expired terms of the Council Member Places Three, Four and Five; providing for early voting, polling times and places and bilingual election materials, the motion was seconded by Council member Hernandez and with a unanimous vote, the motion carried.

7.3	Discussion and possible action to issue Order of Election for Municipalities for the May 4, 2024 General Election
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Council member Hernandez moved to approve the Order of Election for Municipalities for the May 4, 2024 General Election, the motion was seconded by Council member Keele and with a unanimous vote, the motion carried.

7.4	Discussion and possible action regarding the approval of cart trail paving by Hinds Paving at Hancock Park Golf Course in the amount of \$ 33,787.24.
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Mayor Pro Tem Morris moved to approve cart trail paving by Hinds Paving at Hancock Park Golf Course in the amount of \$ 33,787.24, the motion was seconded by Council member Kuehne and with a unanimous vote, the motion carried.

7.5	Discussion and possible action regarding the purchase of bunker gear and helmets in the amount of \$28,118.50 to complete six full sets for the Lampasas Fire Department.
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Council member Pratus moved to approve the purchase of bunker gear and helmets in the amount of \$28,118.50, the motion was seconded by Council member Kuehne, Mayor Pearce opened the floor for questions.

Mayor Pro-Tem Morris asked for clarification on city cost, Ms. Moreno advised that the Fire Department was awarded a grant in October 2023 to be used for bunker gear, helmets and wildfire gear. The city will supplement the additional cost of \$8,118.50 from FD Bunker Gear and Uniform line items.

Mayor Pro-Tem Morris requested to amend the motion, to approve the purchase of bunker gear and helmets in the amount of \$8,118.50 from specified line items and \$20,000.00 from awarded grant funds

for a total of \$28,118.50 to complete six full sets for the Lampasas Fire Department, the amended motion was seconded by Council member Kuehne and with a unanimous vote, the motion carried.

7.6	Discussion and possible action regarding the purchase of a 2024 Chevrolet Silverado Truck-1500 Crew Cab for the Parks Department in the amount of \$45,807.55.
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Mayor Pro Tem Morris moved to approve the purchase of a 2024 Chevrolet Silverado Truck-1500 Crew Cab for the Parks Department in the amount of \$45,807.55, the motion was seconded by Council member Keele and with a unanimous vote, the motion carried.

7.7	Discussion and possible action regarding the replacement of the Airport Fuel System at the Lampasas Municipal Airport.
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Mayor Pro Tem Morris moved to direct Staff to solicit quotations, as provided for in City policy and State Statute, for the turn-key and installation of a double wall, 12,000-gallon Avgas fuel tanks and appurtenances, and to finalize and execute necessary documents to commence purchase and installation of the same in an amount not to exceed \$97,000.00, the motion was seconded by Council member Hernandez and with a unanimous vote, the motion carried.

7.8	Discussion and possible action regarding approval of a budget amendment for the purchase of four (4) vehicles for the Police Department that were approved in prior fiscal year 2022-2023 in an amount not to exceed \$280,000.00.
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Council member Keele moved to approve a budget amendment for the purchase of four (4) vehicles for the Police Department that were approved in prior fiscal year 2022-2023 in an amount not to exceed \$280,000.00, the motion was seconded by Council member Kuehne and with a unanimous vote, the motion carried.

7.9	Discussion and possible action regarding a Memorandum of Understanding between the Texas A&M Engineering Extension Service, the Texas A&M Public Response Team, and the City of Lampasas.
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Mayor Pro Tem Morris moved to approved the Memorandum of Understanding between the Texas A&M Engineering Extension Service, the Texas A&M Public Response Team, and the City of Lampasas, the motion was seconded by Council member Williamson and with a unanimous vote, the motion carried.

7.10	Discussion and possible action to deem a Cemetery Department 2000 Ford Pickup Truck as surplus and dispose of as State Law allows
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Council member Williamson moved to deem a Cemetery Department 2000 Ford Pickup Truck as surplus and dispose of as State Law allows, the motion was seconded by Mayor Pro Tem Morris and with a unanimous vote, the motion carried.

7.11	Discussion and possible action to deem a Parks Department 1999 Ford F250 Pickup Truck as surplus and dispose of as State Law allows
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Council member Williamson moved to deem a Parks Department 1999 Ford F250 Pickup Truck as surplus and dispose of as State Law allows, the motion was seconded by Mayor Pro-Tem Morris and with a unanimous vote, the motion carried.

7.12	Discussion and possible action regarding the acknowledgment of Concert on the Courtyard Square Bandstand on April 7, 2024 from 7:00 p.m.-Midnight.
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Council member Pratus moved to acknowledge the concert on the Courtyard Square Bandstand managed by LAFTA and provide latitude for Staff and the Police Department to close streets should the need arises due to increase in attendance to ensure safety, the motion was seconded by Mayor Pro Tem Morris, with Council member Kuehne abstaining the motion carried.

7.13	Discussion and possible action regarding Request for Proposals for Solid Waste Providers.
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Mayor Pro-Tem Morris moved to direct staff to seek qualified firms for Solid Waste Providers with the current contract expiring in May 2025, the motion was seconded by Council member Hernandez and with a unanimous vote, the motion carried.

Adjourn into Executive Session

Mayor Pro-Tem Morris moved to adjourn into executive session at 7:00 pm and that he would recuse himself on one of the items discussed due to a conflict of interest, the motion was seconded by Council member Hernandez and with a unanimous vote, the motion carried.

EXECUTIVE SESSION

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

8.0	
8.1	Section 551.087 (economic development)- (1) to receive and evaluate financial information received from a business prospect, to discuss same, and/or to deliberate regarding commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay, or expand in or near the city, with which the City is conducting economic development negotiations; and/or (2) to deliberate an offer of any financial or other incentives to any business prospect described above.
8.2	Section 551.072 (deliberations about real property) - Deliberation concerning the potential purchase, exchange, lease, acquisition, sale and/or value of real property.
8.3	Adjourn executive session and reconvene Regular Session

Mayor Pro Tem Morris left Executive Session at 7:46 pm.

Council adjourned Executive Session at 8:08 pm returned to the dais and reconvened 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

There was no action taken on items discussed during Executive Session.

Adjourn- Council member Pratus moved to adjourn the meeting at 8:08 pm, the motion was seconded by Mayor Pro Tem Morris and with a unanimous vote, the motion carried.

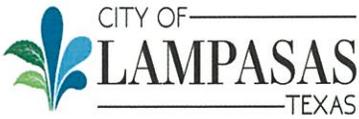
PASSED AND APPROVED this _____ day of _____, 2024.

Herb Pearce, Mayor

ATTEST

Becky Sims, City Secretary

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Finance/Utility Billing & Collection

MEMO

Date: February 22, 2024

To: Finley deGraffenried, City Manager

From: Yvonne Moreno, Finance Director

RE: Monthly Report for January 2024

Finance Department:

- * Gathered information for auditors for final audit
- * Assisted auditors during audit.
- * Prepared and mailed out all W-2's to employees and filed electronically.
- * Prepared and mailed out all 1099's to employees and filed electronically.
- * Worked on Time and Attendance and import/export with Incode for payroll.
- * Prepared checklist for payroll processing in Time and Attendance.
- * Worked with employees on issues in Time and Attendance.
- * Worked with billing clerk on water usage and notifying customers of water leaks.
- * Ordered necessary supplies for the department.
- * Accounts Payables processing is on a regular schedule and bills are processed on a weekly basis ensuring that our expenses are recorded in a timely manner.
- * Reviewed capital purchases for correct GL posting.
- * Recorded various Journal entries for sales tax, bank reconciliations, etc.
- * Sales Tax for January was \$236,252 which is a decrease of 1.79% from January 2023.
- * Reconciled 18 bank accounts
 - Processed 405 Accounts Payable Checks
 - Processed Bi-Weekly Payroll and Longevity Checks

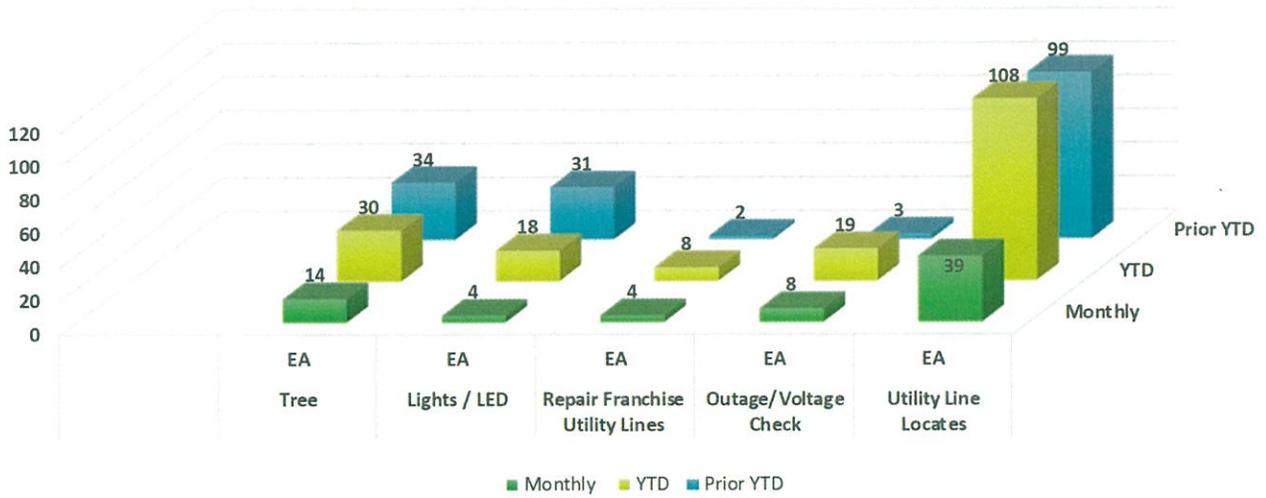
Utility Department:

- The Electric billing for January 2024 was 2.25% higher than what was billed in January 2023. The Water billing for January 2024 was 5.14% lower than what was billed in January 2023.
- January Statistics for the department:

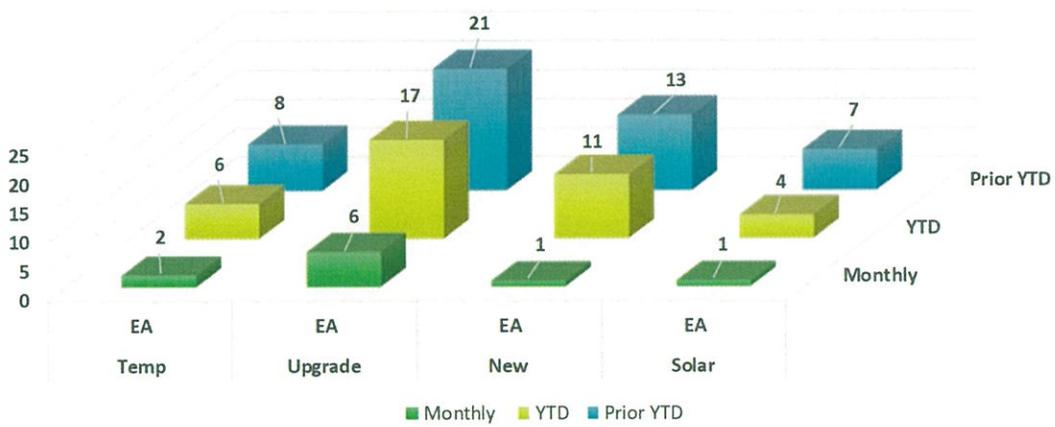
Total Water Customers	3,625
Total Wastewater Customers	2,892
Total Electric Customers	5,126
Residential Garbage Customers	2,778
Connects:	20
Disconnects:	25
Read In/Read Out:	27
Disconnects for Non-Pay:	4 (3 reconnected)
(days under 35 degrees we will not disconnect)	

Electric Department

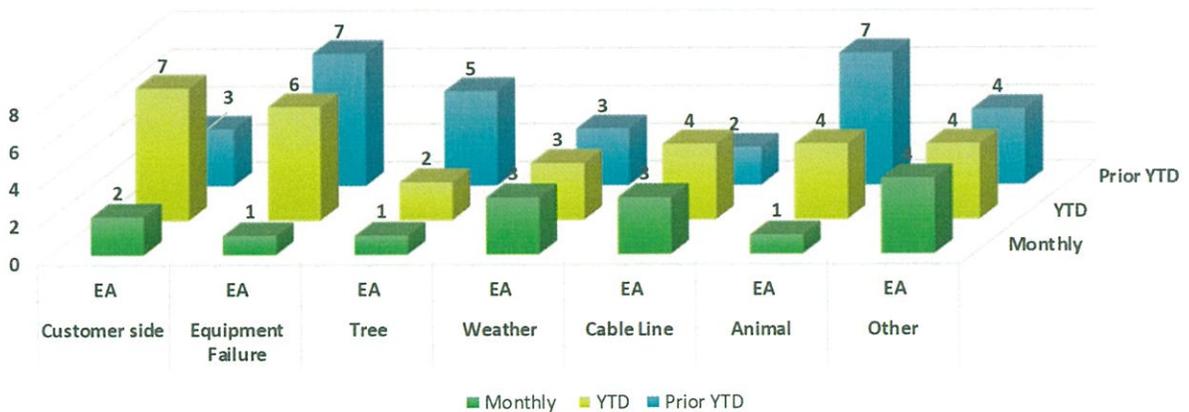
Work Orders



Connects



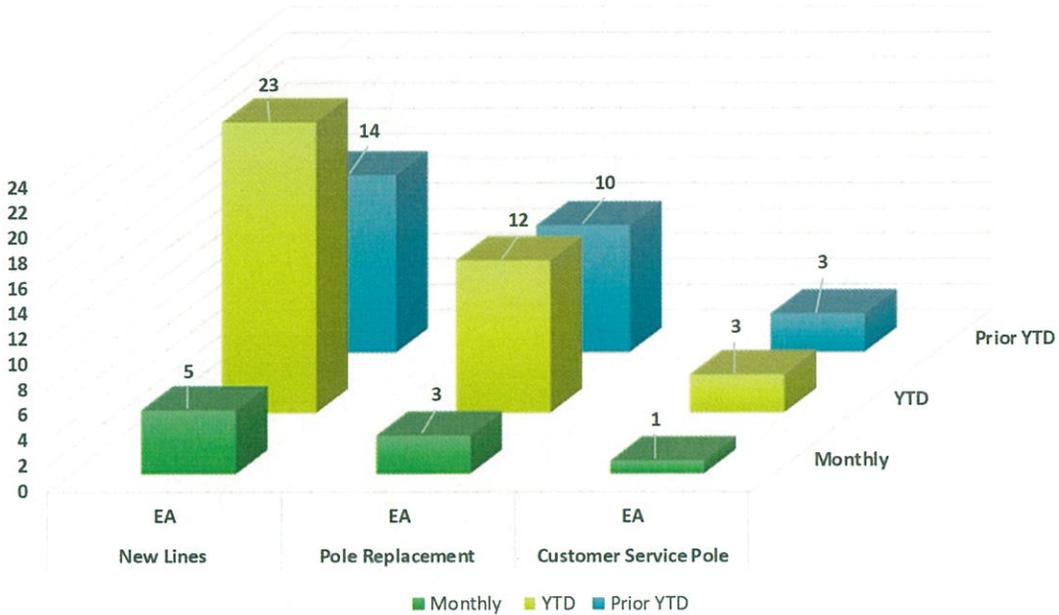
Overtime Call-outs



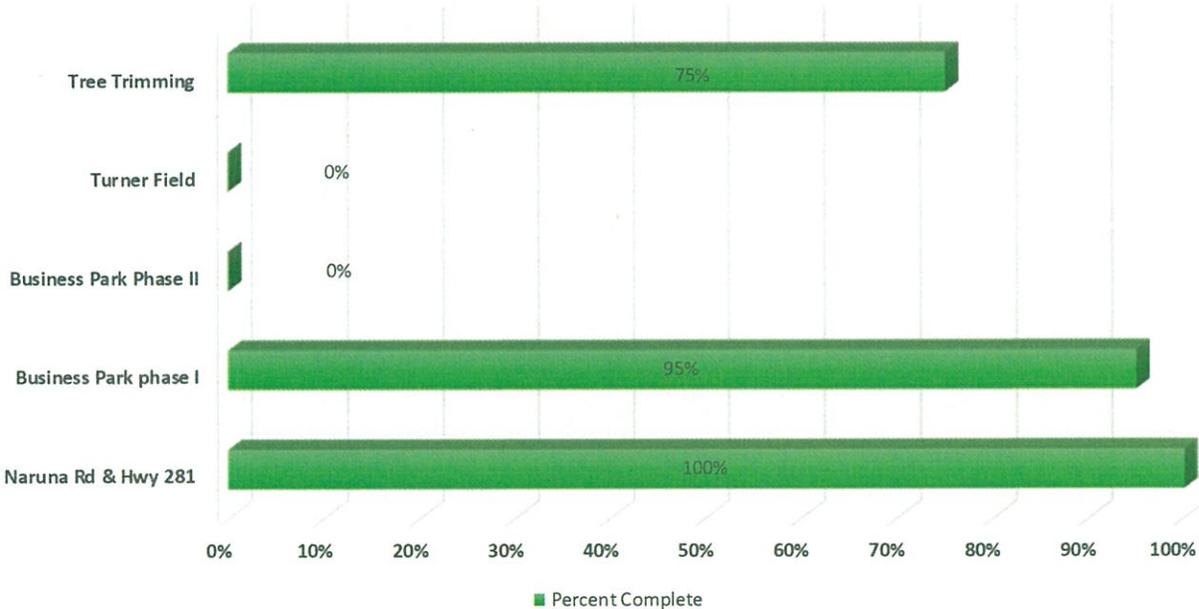
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Electric Department

Pole Installation

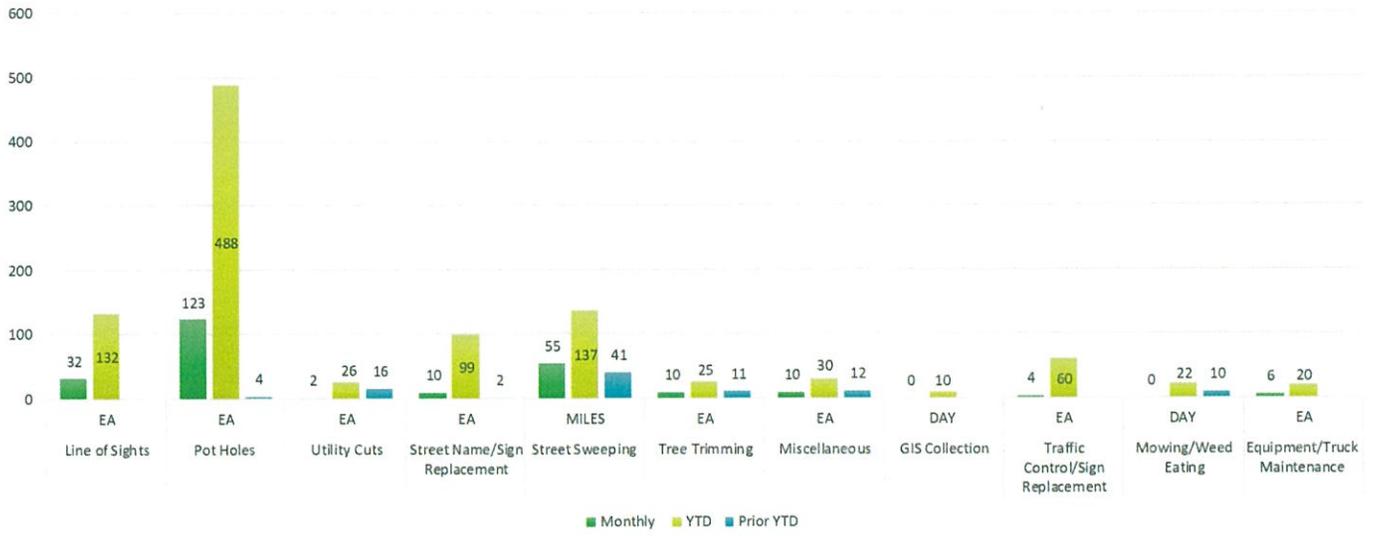


Projects

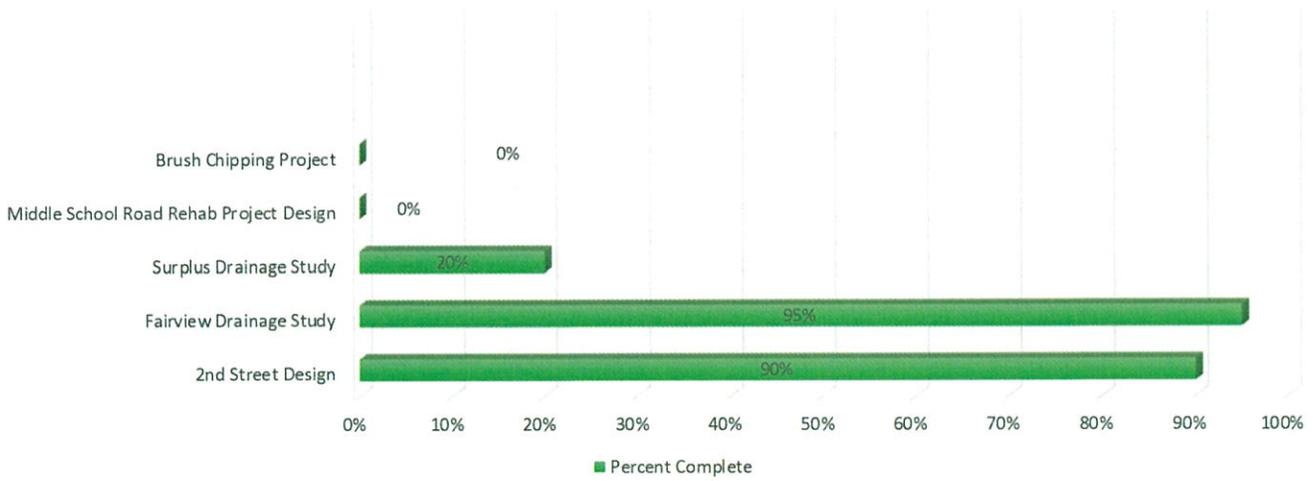


Street Department

Work Orders

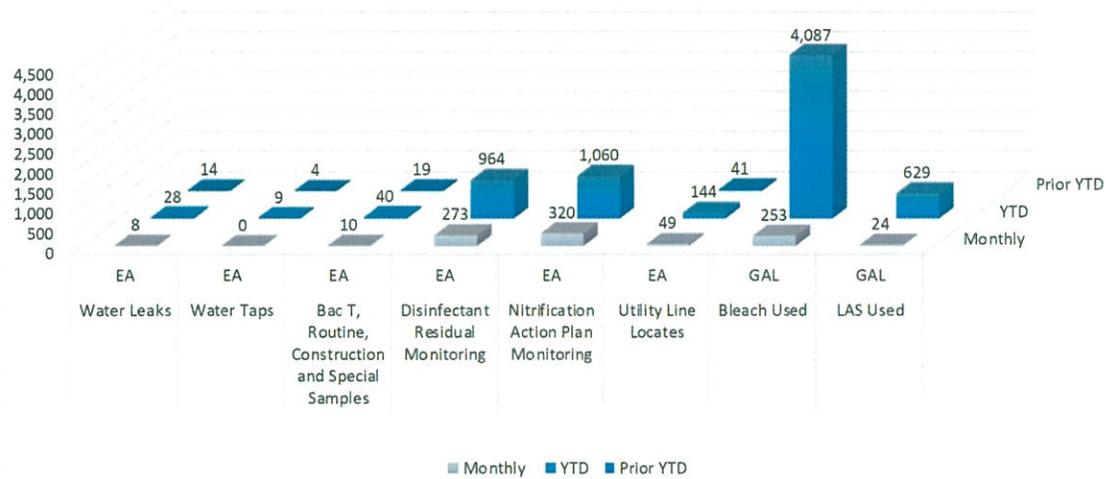


Projects

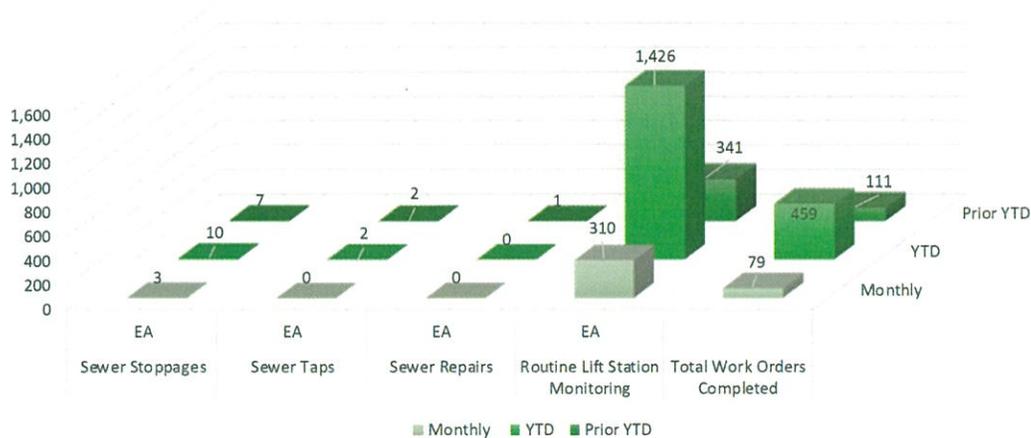


Water/Waste Water Department

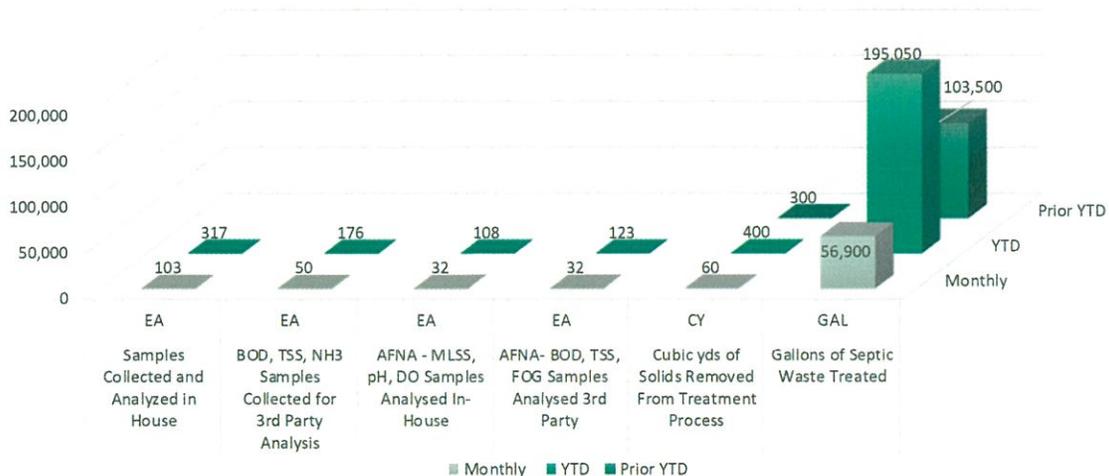
Water Distribution System



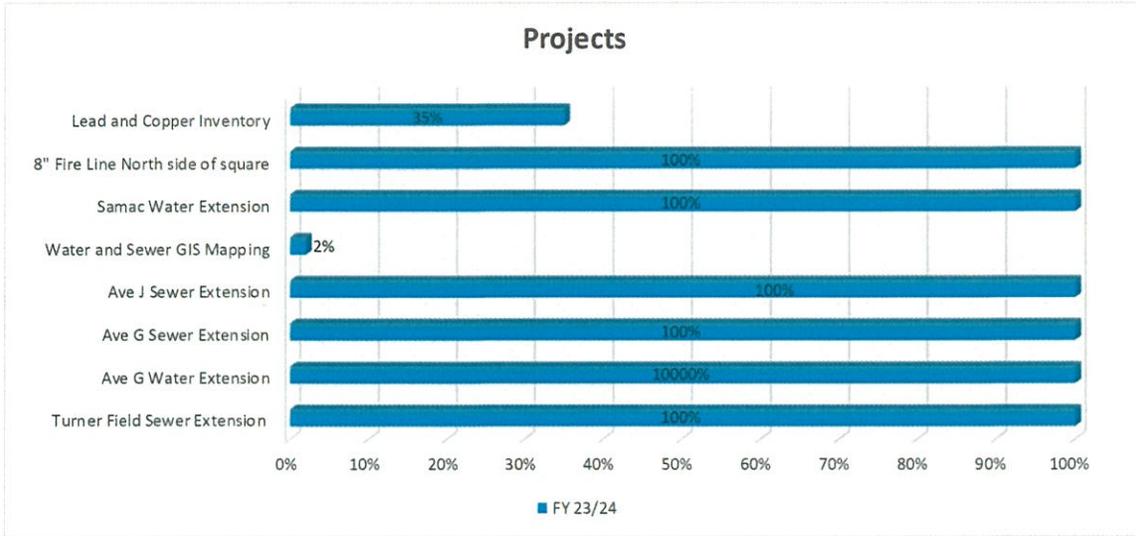
Wastewater Collection System



WWTP & AFNA Treatment Facilities



Water/Waste Water Department





Memo

To: City Manager Finley deGraffenried

From: Police Chief Jody Cummings

Date: 02.22.24

Re: **Police Department** Monthly - January 2024

1. Chief of Police Jody Cummings attended 2 regular City Council workshops and Council meetings.
2. Chief Cummings attended 5 Director's meetings.
3. Chief Cummings hosted 5 staff meetings.
4. Chief Cummings attended an Eclipse Meeting at the County's Law Enforcement Building.
5. Chief Cummings attended a city Eclipse meeting at the Calver Building.
6. Chief Cummings prepared and submitted the Racial Profiling Report to TCOLE and City Council.
7. Chief Cummings attended a CTCOG grant workshop.
8. Chief Cummings and Patrol Lieutenant Chuck Montgomery m/w Motorola Representatives.
9. Chief Cummings and staff attend a retirement cake, cookies and punch for the FD's JP Harris.
10. Chief Cummings met with Interim Fire Chief Joe Adams reference the big Eclipse.
11. Chief Cummings helped coordinate Pat Sgt Tony Barrio's retirement lunch & cake and punch.
12. Chief Cummings, Lt. Montgomery and Asst. Chief Charlie Boswell attended a law enforcement luncheon hosted by Ranger Jack Gillentine.
13. PD staff coordinated Officer John Rinehart's introduction to the department.

A handwritten signature in black ink, appearing to be "Jody Cummings", is located in the bottom right corner of the page.

LAMPASAS ECONOMIC DEVELOPMENT CORPORATION – January 24' REPORT

Brief Monthly Overview of LEDC - Stacey Ybarra, Economic Development Director

- Attended the Courtyard Square Meeting on January 19
- Attended the Workforce Solutions Board Meeting on January 25.
- Attended a planning workshop for the Central Texas Entrepreneur Summit on January 26
- Hosted and attended the Central Texas Entrepreneur Summit on January 30
- Created and sent out a Feedback Survey for the Central Texas Entrepreneur Event and evaluated data
- Attended a meeting with Workspace USA with the Mayor, City Manager, and Assistant City Manager
- Provided documents to Workspace USA
- Gathered data and completed the Lampasas Community Assessment
- Gathered data and began the Lampasas Targeted Industry Analysis
- Attended a debrief meeting for the Central Texas Entrepreneur Event on February 6 where we discussed strengths and weaknesses of the event, and began planning for our next Entrepreneur Event in July
- Worked on finalizing details for the Lampasas Business Park Sign
- Worked on finalizing details for the Lampasas Real Estate Sign
- Met with Rental to Go to show staging spots for the portable restrooms for the Solar Eclipse
- Updated road closure and portable restrooms maps
- Worked with DoLampasas and Udderly Creative regarding posters and signage for businesses regarding the solar eclipse
- Met with Brant Martin regarding the Industrial Park on February 9
- Worked with Alamo Coffee and Daryl Finney regarding site relocation
- Met with EDC Director of Marble Falls on February 12
- Gathered materials and put together a presentation for the Lampasas Business Brew and Learn
- Hosted the Lampasas Business Brew and Learn on February 14
- Updated the bylaws for the Courtyard Square Association
- Attended the Courtyard Square Meeting on February 15 and finalized and passed the bylaws
- Met with Workspace USA on February 16
- Met with Nextlink regarding phases in Lampasas and internet at the Business Park on February 20
- Attended the Executive Session regarding economic development on February 12
- Attended the CTRTAG Meeting at CTCOG on February 15
- Attended the Solar Eclipse Business Roundtable on February 5
- Worked on putting together the rough draft for the Goals and Action Items for the Lampasas Economic Development Strategic Plan
- Met with the Chamber of Commerce to discuss Lampasas Economic Development Strategic Plan, Tourism Strategic Plan, and next steps regarding establishing a brand for Lampasas.
- Completed the Oklahoma University Economic Development Institute's Strategic Planning Course
- Started the Oklahoma University Economic Development Institute's Industrial Marketing Course
- Updated information for the Business Park on Loopnet.
- Updated available properties on the LEDC website.
- Gathered materials and information for potential business prospects.
- Reached out to leads received via Loopnet.
- Reached out to influencers regarding the Solar Eclipse Event to market it organically.

Lampasas Fire Department

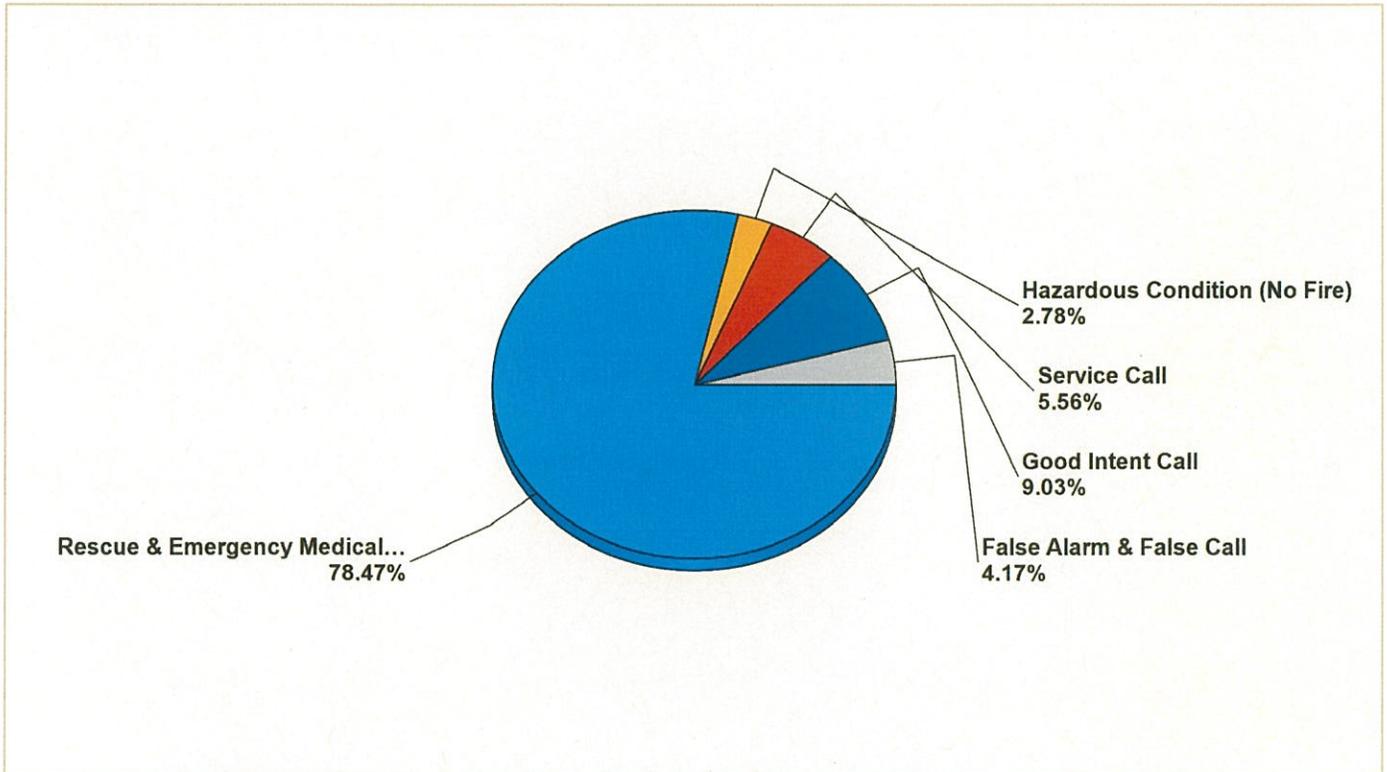
Lampasas, TX

This report was generated on 2/5/2024 10:07:35 AM



Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 01/01/2024 | End Date: 01/31/2024



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Rescue & Emergency Medical Service	113	78.47%
Hazardous Condition (No Fire)	4	2.78%
Service Call	8	5.56%
Good Intent Call	13	9.03%
False Alarm & False Call	6	4.17%
TOTAL	144	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.



emergencyreporting.com
Doc Id: 553
Page # 1 of 2

Detailed Breakdown by Incident Type		
INCIDENT TYPE	# INCIDENTS	% of TOTAL
311 - Medical assist, assist EMS crew	108	75%
324 - Motor vehicle accident with no injuries.	5	3.47%
412 - Gas leak (natural gas or LPG)	2	1.39%
441 - Heat from short circuit (wiring), defective/worn	1	0.69%
460 - Accident, potential accident, other	1	0.69%
500 - Service Call, other	1	0.69%
531 - Smoke or odor removal	1	0.69%
550 - Public service assistance, other	1	0.69%
553 - Public service	4	2.78%
561 - Unauthorized burning	1	0.69%
611 - Dispatched & cancelled en route	8	5.56%
622 - No incident found on arrival at dispatch address	2	1.39%
631 - Authorized controlled burning	2	1.39%
652 - Steam, vapor, fog or dust thought to be smoke	1	0.69%
700 - False alarm or false call, other	1	0.69%
732 - Extinguishing system activation due to malfunction	1	0.69%
735 - Alarm system sounded due to malfunction	1	0.69%
743 - Smoke detector activation, no fire - unintentional	3	2.08%
TOTAL INCIDENTS:	144	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.



Memo



To: Chris Eicher, Parks and Recreation Director
From: Jessie Acosta
Date: February 20, 2024
RE: Monthly Report-January 2024

Parks and Recreation

Daily Activities

- Create & submit weekly/monthly reports, weekly work schedules and update/approve employee timesheets
- Airport: Check fuel station, hangars, clean pilots lounge, inspect runway fixtures and fence lines
- Inspect, maintain and clean all parks department properties including public restrooms

Monthly Activity - Overview

- January 1, Holiday (New Year's Day)
- Take down christmas lights & decorations from Brook Park; store at parks shop
- Fill and improve sinkholes and washouts along creek bank walls in Brook Park
- Check all parks department properties for storm damage, load and dispose of fallen tree limbs
- Push mow and weedeat library park, mow and weedeat adjacent lot
- Mow and weedeat island at Highway 281 and Walnut street
- Replace window motor and actuator assembly in parks truck (2001 Dodge)
- Mow and weedeat around City Hall Complex
- Mow & Weedeat Hanna Springs Pool property
- Improve drainage are between parks shop and Gavin Garrett soccer fields
- Repair and adjust hangar door at Airport (building #6)
- Vehicle and equipment maintenance -as needed
- Mow and weedeat Brook Park; edge sidewalks
- Mow & weedeat Head Start and Senior Center
- Mow and weedeat Campbell Park and Avenue A properties
- Clean out and organize work trucks and tool boxes
- Improve parking area at parks shop; blade and level ground
- Winterize Hanna Springs and Hancock Pool properties; Brook and Campbell restrooms
- Rake and level mulch at Brook and Sueann playgrounds, blow off sidewalks and gazebos in all parks
- Clean parks shop, restroom, breakroom every Friday

A handwritten signature in blue ink, appearing to be "J. Acosta", is located in the bottom right corner of the page.

Memo

To: Chris Eicher
From: Steven Knowlton
Date: February 26, 2024
Re: Monthly Report – January 2024

Parks Facilities

Brief Monthly Overview – Parks Facilities

Weekly Activities

- Turn in Weekly/Monthly reports, Weekly work Schedules and Employee timesheets
- Sports Parks Maintenance & Irrigation Systems inspection
- Clean all Sports Parks and public restrooms daily

Service, Maintenance

- Oil changed on 2019 Chevy
- Oil changed and replaced dead battery on John Deere Tractor
- Oil change and washed Kubota B8200
- Take apart nail dragger from Turner Complex to replace nails
- Inspected 2016 Chevy
- Cleaned breakroom, bathroom, shop and reorganized pallets
- Reorganized irrigation supplies
- Picked up irrigation supplies at Ewing in Georgetown
- Picked up storage bins and supplies from Walmart

Goodrich Tennis Courts

- Cleaned Mud from concrete

Gavin Garrett Soccer Complex

- Changed light Bulbs in storage room
- Applied Prodiamine 0-0-7 .37%
 - Soccer #1 200 lbs.
 - Soccer #2 200 lbs.
 - Soccer #3 150 lbs.
 - Soccer #4 150 lbs.
 - Soccer #5 250 lbs.

Turner Complex

- Removed and replaced 20ft of damaged welded wire on Guyco fence
- Replaced broken and missing wire ties on chain-link on Guyco fence
- Pulled weeds and removed rocks from Turner Park entrance sign
- Dug up zone 11 ICV and locate leak
- Met with GWG wood group for delivery of 100YDS of playground mulch
- Moved mulch from parking lot to playground and raked

580 Sports Complex

- Removed water from low spots on softball fields, applied infield conditioner and raked into dry
- Started moving mulch from Turner parking lot to playground at 580 and raked
- Nailed dragged and matt dragged softball fields
- Applied Prodiaine .37% 0-0-07 and bumper crop 0-0-22
 - Soccer #1 300 lbs.
 - Soccer #2 100 lbs.
 - Softball #1 300 lbs.
 - Softball #2 300 lbs.
- Mopped restrooms and concession stand

Memo

To: Chris Eicher, Parks & Rec. Director
From: Duane Griffith Cemetery Crew Leader
Date: 2/6/2024
Re: End of the month report January



Oak Hill Cemetery

Interments	6(1) cremation
Fee's for over site	\$525.00
Sites sold	0
Visitors Assisted	6
Level & Backfill sites	0
Meetings Attended	0
Niche Sales	0

DEPARTMENT: CEMETERY
MONTHLY ACTIVITY REPORT

FOR THE MONTH OF: Jan. 2024

Regular Personnel Hours Available:

736

LESS:

A)	Vacation Leave/Personal Day	28	
B)	Sick Leave	16	
C)	Jury Duty	0	
D)	Other (holiday/bad weather)	64	
E)	Supervision	30	
SUB-TOTAL		138	

PLUS:

A)	Transfer from Parks	0	
B)	Seasonal Labor/Temp	0	
C)	Other (Community service)	0	
D)	Overtime	20.75	
SUB-TOTAL		20.75	

TOTAL HOURS AVAILABLE FOR THE MONTH: 618.75

Department Summary of Work Orders for the Month

Received	Completed	Outstanding	Void	Hours
----------	-----------	-------------	------	-------

Department Projects for the Month

	0
	0
	0

	0
	0
	0

Sub-total Hours on Special Projects: 0

Department Operations and Maintenance for the Month

Mowing & W/E / Funerals	
Equip & Veh Maint	
Buildings & Grounds	
Office Operations	

	82
	40
	435.5
	61.25

Sub-total Hours on OM Projects: 618.75

OTHER

	0
	0
	0

	0
	0
	0

Sub-total Other 0

TOTAL HOURS FOR DEPARTMENTS 618.75

Department's Proposed Projects for next Month

	0
	0

Total Estimated Hours on Proposed Projects: 0

Memo



To: Chris Eicher, Parks & Recreation Director
From: Lupe Charping, Parks Secretary
Date: February 26, 2024
Re: Monthly Report – January 2024

Parks & Recreation

Brief Monthly Overview – Parks & Recreation

Lupe Charping, Parks Secretary

- Prepared and posted packet, attended and took minutes for the Parks Board meeting on January 18, 2024
- Met with Parks, Parks Facilities and Cemetery supervisors
- Processed all Purchase orders for Parks, Parks Facilities and Cemetery
- Created new courtesy car online forms for airport
- Accepted Hangar waiting list applications
- Reviewed and updated Hangar waiting list
- Answered calls for airport, parks facilities, parks and cemetery
- Attended Directors meeting representing the Parks Department
- Order supplies for Parks, Parks Facilities and Cemetery
- Attended Solar Eclipse Meeting
- Answered inquiries regarding facility rentals

Memo

To: Finley deGraffenried, City Manager
From: Monica Wright, Director of Information Systems
Date: Wednesday, February 7, 2024
Re: January 2024 Monthly Report



Information
Systems

Service Tickets - Social Media - Website Stats

IT Service Tickets	249
Facebook Followers	7,955
Twitter Followers	764
Instagram Followers	833
Website Page Views	35,034

IT Supported Hardware & Software

PCs	97	Wireless Access Points (WAP)	16	Servers	30
Laptops	50	Verizon Aircards	26	Firewalls	3
Printers	72	Network Attached Storage (NAS)	5	Tablets	14
Switches	22	Apple iPhones	36	Software Applications	30+
CC Reader	8	Security Cameras	20	CradlePoint Routers	20

January Projects Completed:

- Replaced Library Clerk desktop PCs/upgraded RAM
- Meetings w/ AT&T engineers regarding new fiber circuits/diversity path/project timeline
- Assisted with Time & Attendance issues/create documentation for staff
- Configured/installed Parks Secretary printer
- Configured/installed Parks Secretary new PC
- Created (2) fillable Airport forms for hangar/courtesy car requests
- Assisted Cardinal Tracking on new MobileCite software update/configuration
- Assisted Cardinal Tracking on PD Active 911 email server configuration for alerts
- MDM (mobile device management) upload of users
- Posted annual events/closure on website
- Attended Solar Eclipse meetings
- Updated Solar Eclipse content on website
- Assisted PD with OpenFox issues due to new update
- Deployed (MDM) mobile device management software to devices
- Assisted w/ making ID Cards
- Assisted w/ making employment recruiting flyers
- Created website/social media marketing posts
- Deactivated network/email user accounts for employees leaving/archived documents/emails
- Activated network/email/Incode accounts/cell phones for new hires
- Updated personnel on website
- Firmware updates to firewalls/switches

February Projected Projects:

- Configure/replace City Secretary laptop
- Order (2) mini PC's for Golf Course/configure/install
- Configure/enable Screensaver policies for City network
- Create Parks application for use of facilities fillable form on website
- Replacement desktop PCs in various departments
- Attend Solar Eclipse meetings
- Update Solar Eclipse content on website
- Assist Cardinal Tracking on new MobileCite software update/configuration
- Assist Cardinal Tracking on PD Active 911 email server configuration for alerts
- AT&T Fiber Circuit (1GB) configuration/install
- AT&T Fiber Circuit (500MB) configuration/Install

- Order/configure/install AT&T wireless backup CradlePoint device
- Deploy Mobile Device Management (MDM) Solution on all City cell phones/tablets
- Deactivate network/email user accounts for employees leaving/archive their documents/emails
- Activate network/email/Incode accounts/cell phones for new hires
- Update personnel POC/picture on website
- Build out (10) replacement desktop pcs/add to inventory/install
- Obtain quote for (2) tablets/order
- Upgrade OS on all PCs/laptops to Windows 11 OS
- Rebuild laptop to be used at City Hall for permitting

FY 2023/2024 Budgeted Projects:

- TylerTechnology ExecuTime Time & Attendance *(completed)*
- PD Verizon phone upgrades *(completed)*
- FD Verizon phone upgrades *(completed)*
- Obtain quote/configure EDC tablet w/ eSIM *(completed)*
- Nextlink internet service at Cemetery *(completed)*
- Implement Mobile Device Management (MDM) solution *(completed)*
- Obtain quote/configure W/WWV Toughbook tablet w/ eSIM *(completed)*
- Obtain quote/order (15) Microsoft Office 2019 STD licenses *(completed)*
- Nextlink internet service at Parks 580 Sports Complex *(completed)*
- Nextlink internet service at Parks Barn *(completed)*
- (1) FD CradlePoint Router *(completed)*
- Obtain quotes/configure/replace (14) desktop PCs *(in progress)*
- Implement Verizon Mobile Device Management Solution *(in progress)*
- AT&T dedicated fiber circuit install (1GB) w/ wireless backup
- AT&T dedicated fiber circuit install (500MB) w/ diverse path
- Obtain quotes/configure/replace (1) NAS Synology file server
- Obtain quotes/configure/replace (4) laptops
- Obtain quotes/configure/replace (2) PD Patrol Toughbooks
- Obtain quote/configure/install replacement Parks Director Color LaserJet printer
- Replace (3) rack mount server UPS
- Verizon JetPack upgrades (ongoing)
- Install DR NAS at Fire Department
- Internet at Parks facilities (WM Brook Park, Campbell Park)
- Upgrade to Windows 11 OS on all desktop PCs & Servers with Windows 10 OS
- Install Teams on more PCs
- Install fiber from Library to Campbell Park restroom & Hanna Springs Pool
- Replace (10) security cameras due to (AXIS) EOL
- Deploy City wide cyber security training for all employees/report to State DIR
- Dispose of outdated/broken technology items
- FY 23-24 Budget projections
- FY 24-25 Proposed Budget

Possible FY 23-24 Projects:

- Migrate e-merchant solution to Tyler Technologies
- Migrate Incode v.9 to Incode Cloud
- Install security cameras at Parks facilities
- Obtain quote/configure/replace Utility Billing & Municipal Court chip readers
- Core & Main water meter software upgrade (Neptune 360) (EOL)
- CivicClerk implementation for agenda management

- Configure/setup Library PC/(2) receipt printers/(2) credit card readers/Incode

Daily/Weekly/Monthly Tasks:

- OS updates on all NAS devices, firewalls, WAPs
- Activate/configure all City data cell phones
- Activate/configure all City Verizon jetpacks
- Assist with all issues related to online payments
- Install Windows updates on City/PA servers & workstations
- Content updates to City website/social media platforms/setup recurring dlvr.it social media posts
- Reply to website/social media submissions/requests
- Perform routine maintenance on hardware and software
- Backup all workstations/servers/NAS storage devices
- Update virus/spyware definitions and apply security patches to computers/servers
- Prepare reports for and attend directors meeting and City Council meeting
- Continued education of network security threats
- Continued research of applications/software for departments
- Documentation for all software/hardware configurations
- Setup Council Live Stream meetings/archive to website and file server
- Create cyber security phishing campaigns/deploy to employees/council members

Future Projects & Goals:

- Adopt future amendments to IT Computer Policy (*FY 23-24*)
- Replace (20) security cameras due to EOL (*FY 23-24*)
- Improvements/added security to IT Building Server Room (*FY 23-24*)
- City Website Re-Design (*FY 24-25*)
- EDC Website Re-Design (*FY 24-25*)
- Replace Utility Billing Printronix printer (**EOL**)
- Core & Main water meter software upgrade/EOL solution (**EOL**)

Memo



To: Honorable Mayor and City Council Members
CC: Finley deGraffenried, City Manager
From: Vicki Tower, HR Coordinator
Date: February 21, 2024
Re: Monthly Report – January 2024

Human Resources

Brief Monthly Overview - Human Resources

Vicki Tower, HR Coordinator

- New hire paperwork and orientation for Police Communications Officer on January 2
- New hire paperwork and orientation for Police Officer on January 16
- New hire paperwork and orientation for Golf Course Manager on January 16
- Planned retirement luncheon and reception for JP Harris on January 26
- Planned retirement luncheon and reception for Tony Barrio on January 31
- Assist Finance Department with ExecuTime Time & Attendance

- Human Resources responsibilities including purchase orders; job postings; pre-employment screenings/background checks; scheduling and attending interviews; new hire orientations; processing new hire paperwork; processing separation paperwork; processing retirement packets; processing benefit enrollments, terminations and status changes; FMLA letters; Workers' Compensation claims; assist with payroll duties, including stuffing and distributing employee paychecks; assist the Finance Department with longevity checks; maintain personnel files.

Personnel Information – Currently

- Current: 114 Full-time positions, 15 Part-time positions
- Posted Vacancies:
 - Full-time: Greenskeeper; Line Worker; Athletic Field Technician; Police Officer or Police Cadet
 - Part-time Seasonal: Pool Manager; Asst. Pool Manager(s); Lifeguards & Headguards; Cashiers & Head Cashier(s); Pool Maintenance Supervisor; Pool Maintenance Technician



LAMPASAS PUBLIC LIBRARY

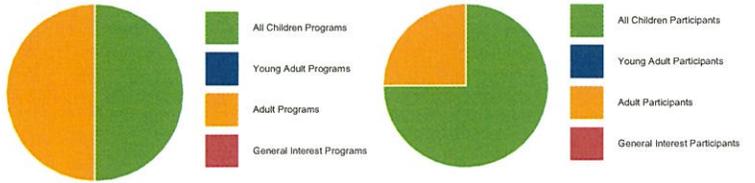
JANUARY 2024

Circulation	We circulated 3,989 items in January, which is up 17.3% from December (3,401). We were closed January 15 for MLK Jr Day.
Door Count	There were 2,953 visitors during January, which is up 32.2% from December (2,233).
Internet Usage	There were 278 Internet sessions in January, compared to 278 in December (up 52.7%).
Wifi Usage	In January, 112 unique visitors accessed our wifi network. This is up 51.4% from last month. Our total number of visits in January was 317 (up 47.4% from December). (See attached infographics as well.)
Text Interactions	We communicated, via text messages, with 135 unique phone numbers in January, which is down 4.3% from December (141). We sent/received a total of 547 messages, which is down 12.5% from last month.
Video Streaming	We had 4 clicks in the adult collection (down 63.6% from December) and 3 clicks in the kids' collection of videos (down 57.1% from December), for a total of 7 (down 61.1% overall).
January Programs	In January, we had three staff story times, How Pinteresting!, Cornelia Key Book Club, STEAM Day, and 42 Club. Nancy, one of our volunteers, is also doing story time at Heritage Daycare twice a month.
Upcoming Programs	In February, we will have two staff story times, How Pinteresting! (heart wreath), Cornelia Key Book Club, 42 Club, STEAM Day, Family Trivia Night, and a Book Tasting. We are also providing a monthly painting class at the Estates of Lampasas.
Holiday Closure	The Library will be closed on February 19 for Presidents' Day.

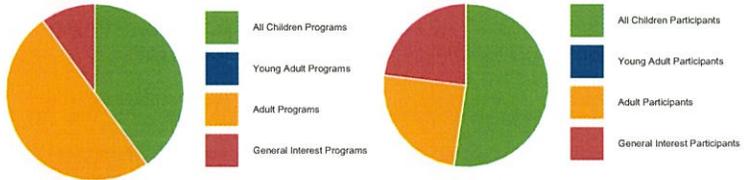
Lampasas Public Library

October, 2023 - January, 2024

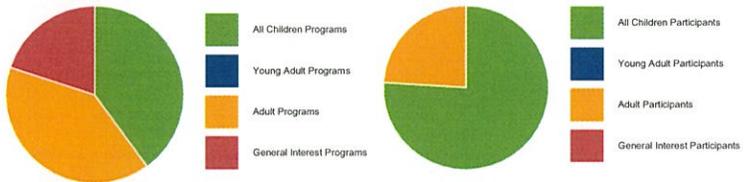
October					
Overview					
All Children Programs	4	50%	All Children Participants	57	75%
Young Adult Programs	0	0%	Young Adult Participants	0	0%
Adult Programs	4	50%	Adult Participants	19	25%
General Interest Programs	0	0%	General Interest Participants	0	0%
Total Programs	8		Total Participants	76	



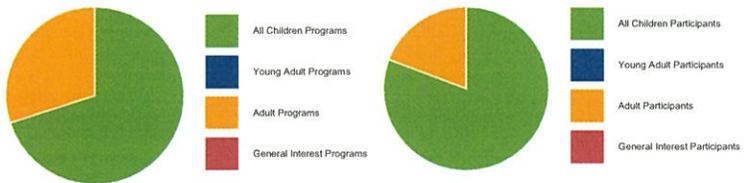
November					
Overview					
All Children Programs	4	40%	All Children Participants	68	52.31%
Young Adult Programs	0	0%	Young Adult Participants	0	0%
Adult Programs	5	50%	Adult Participants	32	24.62%
General Interest Programs	1	10%	General Interest Participants	30	23.08%
Total Programs	10		Total Participants	130	



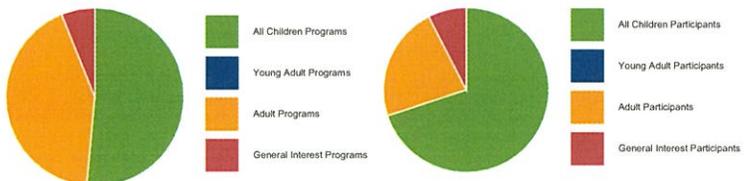
December					
Overview					
All Children Programs	2	40%	All Children Participants	38	76%
Young Adult Programs	0	0%	Young Adult Participants	0	0%
Adult Programs	2	40%	Adult Participants	12	24%
General Interest Programs	1	20%	General Interest Participants	0	0%
Total Programs	5		Total Participants	50	



January					
Overview					
All Children Programs	7	70%	All Children Participants	118	80.82%
Young Adult Programs	0	0%	Young Adult Participants	0	0%
Adult Programs	3	30%	Adult Participants	28	19.18%
General Interest Programs	0	0%	General Interest Participants	0	0%
Total Programs	10		Total Participants	146	



Year in Review					
Overview					
All Children Programs	17	51.52%	All Children Participants	281	69.9%
Young Adult Programs	0	0%	Young Adult Participants	0	0%
Adult Programs	14	42.42%	Adult Participants	91	22.64%
General Interest Programs	2	6.06%	General Interest Participants	30	7.46%
Total Programs	33		Total Participants	402	



Lampasas Public Library

February-2024

In January, 112 unique patrons used your library WiFi. On average, these patrons visited to use the WiFi on just under 3 individual days.



Change from prior month

317 ↑ 47.44%

Monthly Sessions



279 ↑ 53.3%

Total Visits



112 ↑ 51.35%

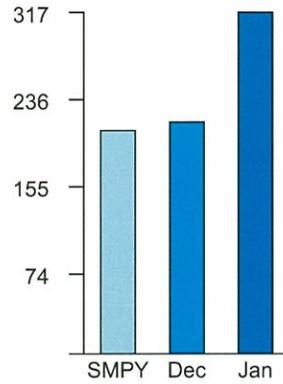
Unique Visitors



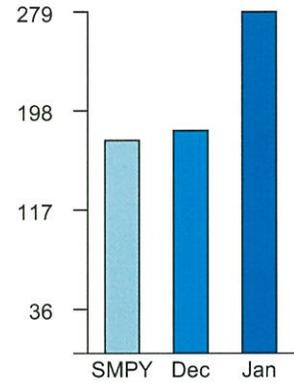
2.49 ↑ 1.22%

Average Return Rate

Total Monthly Session Count

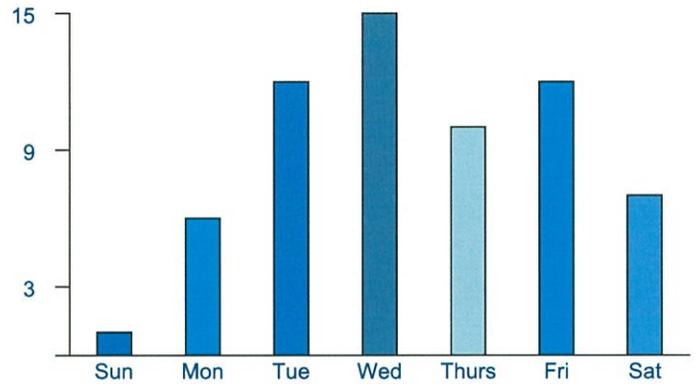


Total Monthly Visits

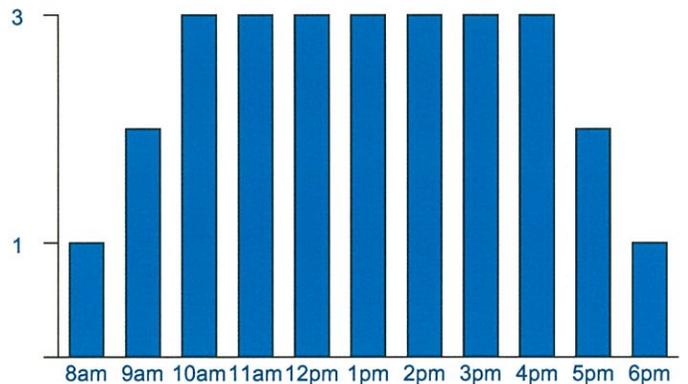


*SMPY: Same Month Prior Year

Average Daily Visits



Average Peak Hourly



Memo

To: Finley deGraffenied, City Manager

From: Van Berry, Golf Course Manager

cc: City Council Members

Date: February 22, 2024

Re: Monthly Report, January 2024

-
- Weekly mowing and maintenance of the golf course.
 - Greens have been mowed once a week (weather permitting)
 - Greens were “flooded” with irrigation water ahead of the hard freeze days we had in January. This was done to protect the greens, as the ice layer actually acts an insulator for the turf and ground below the ice.
 - A single application of a contact and systemic herbicide was applied to all greens to eradicate *Poa annua* that has germinated on several greens.
 - A follow up application will be made in February as well
 - Applied 800 lbs. of Gypsum on the greens.
 - Applied 600 lbs. of 0-0-30 (potash) on the greens.
 - Kris Morin started January 16, 2024, and has shadowed me daily since he started. He will be taking over officially on March 1, 2024.
 - The maintenance crew repaired a water line that went from the lady's clubhouse to the pavilion area. It looked to be a previous repair that gave out.
 - Numerous repairs and updates were made to our John Deere sprayer, to ensure its ready for the spring time.
 - Play at the golf course is normal for the time of the year, the weekends are busy and the weekdays are slow.
 - Decisions were made for a handful of course closures during the month of January due to the in-climate weather.
 - We hosted a Boy's and Girl's High School Golf Tournament the last week of January. We had around 200 students play golf that week, and it was a success for both the players, and the golf course.

Memo



To: Finley deGraffenried, City Manager, Honorable Mayor and City Council Municipal Court

From: Lewann Turner, Court Clerk I

Date: Thursday, February 22, 2024

Re: Monthly Report January 2024

The mission of the Lampasas Municipal Court is to serve as the Judicial Branch of the City that processes and adjudicates all Class C Misdemeanors occurring within the city’s police jurisdiction in a fair, accessible and timely manner.

As reported to the Office of Court Administration, OCA is a state agency in the Judicial Branch that operates under the direction and supervision of the Supreme Court of Texas and the Chief Justice and is governed primarily by Chapter 72 of the Texas Government Code, the Lampasas Municipal Court figures are as follows:

New Cases	131
Convictions	88
Compliance Dismissals	97
Hrs. Community Service Completed	41
Total Dollar Amount CS	\$506
Waived for Indigency	\$4,857.90
Total Collected	\$26,283.59
Total kept by City	\$18,499.85

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City of Lampasas

M E M O

To: Mayor and City Council
 From: Finley deGraffenried
 Re: Manager's Report
 Date: 23 February 2024

- KWSC** Staff have confirmed a date for a joint meeting with the Board of Directors for the Kempner Water Supply Corporation ("KWSC") based on Council input. The meeting, subject to Council confirmation, will be scheduled for March 4, 2024 at 6:00 p.m. at the Calvert Building. The agenda will be formatted based on the 2006 Water Contract requirements for true-up, but will also include discussion on the Georgetown Tank and an Amendment to the Contract for the allowance of a defined amount of water purchase from KWSC. Staff have also discussed these subjects with the City's consulting engineers.
- Hostess House** Staff participated in a productive meeting on February 15th to review, and provide input on the 95% plan set for the renovation of the Hostess House. As Council may recall, the revised scope eliminates virtually all add alternates, and refines the square footage for expansion, however; still provides updates to the kitchen, storage and bathrooms. The bidding documents will be advertised beginning February 27th with a pre-bid meeting scheduled for March 13th. Bid opening is scheduled for March 28th.
- Eclipse** Staff and our partners continue to meet in preparation of the upcoming Solar Eclipse on April 8th. The focus of our recent meetings included specific plans for the deployment of staff, resources and equipment. Site Managers and staging areas have been identified including local schools and parks. Ryan, with TxDOT, will be refining and finalizing the City's Traffic Control Plan ("TCP"), and Stacey and Chris have toured sites with vendors for placement of restrooms. Staff have also asked Public Works and Public Safety staff to develop concise protocols for varying situations including traffic disruptions, utility emergencies, and requests for emergency services. All information will be included in an Event Playbook, that will be helpful to responders, and staff receiving calls for assistance. The next, and last, Town Hall meeting on the Eclipse will be held on March 20th at 6:00 p.m. at the Old Middle School.
- Developers' Meeting** Staff has targeted March 21st as the date for a lunch meeting with a small group of residential and commercial builders and developers. Staff will also include utility staff, and perhaps consultants, to provide input on the City's utility conditions and plans. Through the meeting, staff hopes that the City's alignment or deficiencies in utility planning can be identified with needs of builders and future growth patterns in mind.

- CIP The City held the first Capital Improvement Program Committee meeting of the Fiscal Year 2025 budget cycle on February 22nd. The meetings are timed to identify and assess capital needs for the City for the next 5 years prior to the City's annual budget process. Typical for the first meeting, staff reviewed progress to the previous plan, including the status of projects programmed and funded. Staff also notes that a current vacancy exists on the Committee.
- Rural Transportation At the request of the County Judge, the Mayor and staff met to discuss the City and County participation in, and status of, the Rural Transportation District. Previously, through the budget process, the County, with City participation, allocated funds to maintain the current level of service provided by the District. In early February the Judge indicated discussion among Bell and Coryell County officials participating on the Rural/Urban Transportation Board included the possibility of pulling participation and resources from the District in deference to an Urban solution. The Urban position, currently undefined, does place some uncertainty for the future level of service and funding of the Rural component. Staff will attend the upcoming Transportation Board meeting on February 29th and report any action.
- LEDC The Lampasas Economic Development Corporation met on February 21st to continue the discussion on strategic action steps, updated demographic information, and possible prospecting opportunities. Stacey also provided reports on recent retention work in cooperation with the Chamber of Commerce, the successful Entrepreneurial Summit, and City related economic development activity.


City Manager

ITEM NO. 7.1

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

Subject:

Discussion and acceptance of the FY 2023 year-end Financial Report.

Requested By: Finley deGraffenried, City Manager

Submitted By: Finley deGraffenried, City Manager

Date Submitted: February 6, 2024

For the Agenda of: February 26, 2024

Procurement and Funding Statement:

Attachments:

Summary Statement:

Although financials are subject to amendment and modification as recommended by the City's auditor, Staff presented the pre-audit report regarding the financial performance of the City compared to budget and to previous year at the February 12, 2024.

Recommendation:

To consider a motion to accept the FY 2023 year-end Financial Report as presented.

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City Manager

ITEM NO. 7.2

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

Subject:

Discussion and possible action to approve the Memorandum of Understanding for Hike and Bike Trails at 580 Sports Complex.

Requested By: Ryan Ward, ACM

Submitted By: Ryan Ward, ACM

Date Submitted: February 6, 2024

For the Agenda of: February 26, 2024

Procurement and Funding Statement:

N/A

Attachments:

Summary Statement:

This MOU presented at the February 12, 2024 meeting is to memorialize a general framework for communications and terms of cooperation between the City and Lampasas Trails in connection with the construction by Lampasas Trails of the Park Improvements consistent with the International Mountain Bike Association (“IMBA”) guidelines and design criteria (the “Project”). These trails will be solely constructed for “hiking and biking.”

Recommendation:

To consider a motion to approve the Memorandum of Understanding for Hike and Bike Trails at 580 Sports Complex.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this “MOU” or this “Agreement”) is made by and between the City of Lampasas, Texas, a Home-Rule municipal corporation situated in Lampasas County, Texas (“City”), and Lampasas Trails, a 501(c) nonprofit organization (“Lampasas Trails”) located in Lampasas, Texas. The City and Lampasas Trails may be jointly referred to herein as the “Parties” and singularly as a “Party.”

RECITALS

WHEREAS, the City owns and controls for public use and benefit certain property within its corporate boundary and jurisdiction, which is located at 2351 State Road FM 580 West, that the City had dedicated as one of the City’s municipal parks, and identifies this City Park as the “580 Sports Complex” (the “Park” or the “Property”);

WHEREAS, the City has determined that the Park will be substantially enhanced through construction of certain improvements (as more particularly described in the Approved Plans (as defined herein), the “Park Improvements”) to a certain section of the Park (the “Project Acreage”) situated in the south, west and east portions of the Park’s established ‘rodeo arena’ area; and

WHEREAS, Lampasas Trails wishes to facilitate the Park Improvements by constructing the Park Improvements for the City in accordance with the general terms and conditions outlined below.

NOW THEREFORE, for sufficient consideration acknowledged, exchanged and accepted by both Parties, the City and Lampasas Trails agree as follows:

Section 1. Purpose. This MOU is entered into by the Parties to memorialize a general framework for communications and terms of cooperation between the City and Lampasas Trails in connection with the construction by Lampasas Trails of the Park Improvements consistent with the International Mountain Bike Association (“IMBA”) guidelines and design criteria (the “Project”). The Park Improvements shall mean those improvements described in the plans approved by the City prior to the Effective Date and described on Exhibit A attached hereto (the “Approved Plans”). These trails will be solely constructed for “hiking and biking.”

Section 2. General Understanding of the Scope of the Project. The Park Improvements will be performed by a contractor hired by Lampasas Trails (the “Contractor”) and by volunteers and others working under the direction of Lampasas Trails and the Contractor, which work shall be done in compliance with the Approved Plans and the provisions of this MOU.

Section 3. Parties’ Responsibilities:

(A) Lampasas Trails Responsibilities:

By entering into this MOU, Lampasas Trails acknowledges and agrees that it will in good faith, undertake the Project and to:

1. Contract with the Contractor to construct approximately eight (8) total miles of the Park Improvements, in accordance with the Approved Plans (Exhibit A attached) and with the assistance of volunteers provided by Lampasas Trails.
2. Provide, train, equip, schedule and supervise all Project volunteers in the work they will perform on the Project, as well as in any staging areas used by the Contractor during work on the Project, and in all necessary and appropriate construction and safety techniques in accordance with IMBA guidelines. Lampasas Trails shall provide all tools, equipment, and manpower for installation of the Park Improvements, including all necessary safety equipment and materials to protect Lampasas Trails' volunteers while working on the Project. Prior to participating in the construction of the Park Improvements, each volunteer must have signed an accident waiver and release from liability agreement that releases the City from liability.
3. Ensure to the City (or cause its contractor to confirm to the City) that all 'technical features' installed on the trails conform to IMBA guidelines.
4. Lampasas Trails volunteers are authorized to sculpt and/or remove downed trees found on the trails within reason.
5. Communicate to the City in the event that Lampasas Trails is unable to safely and promptly address any issue identified by Lampasas Trails staff or volunteers that may potentially poses or may soon pose an unsafe condition for the public on the trails.
6. Agree that no live standing trees of native species (Oak, Elm and Pecan) with a diameter 4 inches or greater (measured at 6' above ground level except Oak, Elm and Pecan trees, which diameter shall be at 2 inches or greater) may be cut down, uprooted, or otherwise destroyed or removed by the Lampasas Trails staff or Project volunteers, without first receiving prior written approval from the City.
7. Agree that brush and small trees (i.e., not exceeding diameters noted above), that are cut, pruned, removed, etc., should be randomly scattered in areas that are a safe distance off the adjacent trail's edge, typically ten (10) foot where applicable. Any tree that is lopped and not removed or uprooted, should be cut so that no portion that remains extends more than 6 inches above the ground.
8. Understands, that should a volunteer of the Lampasas Trails find or come upon large trees up to 12 inches in diameter, that fall across the trail, they may cut to clear passage for the bike trail but the remaining portions of the trees can be left in place provided it's safe to do so, should it not feasible to cut or remove the tree in its entirety, the City shall be notified for assistance.
9. If changes or alterations to the Approved Plans are recommended by Lampasas Trails, Lampasas Trails will submit such proposed alterations to the City, in writing for its approval prior to making such change/s.

10. Recommend to the City, for its consideration and sole decision making, the types and locations for all trail signage. Assist with marking and preparing the Project for eventual sign installation, in coordination with the City, after signage is obtained and ready for installation. Assist the City with installation of trail signage and construction, if necessary, at the City's expense.
11. Acknowledges and agrees that the Project Acreage is and shall remain at all times 'public property' that is owned and controlled solely by the City and, further, that no actions taken by Lampasas Trails, its members, staff, volunteers or the Contractor shall alter, void, change or negate in any way, the public nature of the Park and the Property Acreage. Further, Lampasas Trails agrees that it may not engage in work or activities related to the Project that interfere with City operations or municipal needs or use of the City's Park or Park and/or Property Acreage or the public's use of the Park.
12. Proposed timeline for Project completion: The Project shall be substantially completed and made safe for use, within the first twelve months after the Effective Date.
13. Agrees that the City, at its sole discretion, may have the need to install or improve public infrastructure located in proximity of the Project, which could result in the disruption or removal of certain portions of the Park Improvements. If such occurs, the City will attempt to minimize or mitigate any disruption to the best of its ability and in coordination with Lampasas Trails.
14. Procure and maintain in effect during the term of this MOU, with companies licensed to do business in the State of Texas, public liability insurance with minimum policy limits of \$1,000,000 per occurrence, \$2,000,000 aggregate for bodily Injury and property damage.
15. LAMPASAS TRAILS'S WAIVER AND RELEASE

RELEASE AND WAIVER: LAMPASAS TRAILS HEREBY WAIVES AND RELEASES, AND ACKNOWLEDGES THAT BY ACCEPTING THE TERMS OF THIS MOU, LAMPASAS TRAILS HAS AGREED TO WAIVE AND RELEASE, ANY AND ALL CLAIMS OR ACTIONS THAT LAMPASAS TRAILS OR ITS EMPLOYEES, AGENTS AND CONTRACTORS MAY HAVE AGAINST THE CITY, ITS REPRESENTATIVES, AGENTS, OFFICERS, EMPLOYEES, AND ANY OTHER INDIVIDUAL(S), FIRM(S), ORGANIZATION(S), OR ENTITIES ASSOCIATED WITH THE CITY, WHICH MAY RESULT, IN WHOLE OR IN PART, FROM ANY NEGLIGENT (BUT NOT GROSSLY NEGLIGENT) ACT OR OMISSION OF THE CITY, ITS REPRESENTATIVES, AGENTS, OFFICERS, EMPLOYEES, AND/OR ANY OTHER INDIVIDUAL(S), FIRM(S), ORGANIZATION(S), OR ENTITIES ASSOCIATED WITH THE CITY.

THE ABOVE RELEASE AND WAIVER SHALL BE BINDING ON THE

SUCCESSORS, HEIRS, REPRESENTATIVES, EMPLOYEES, ASSIGNEES, AND SUBROGEEES OF LAMPASAS TRAILS.

(B) City Responsibilities:

By entering into this MOU, the City acknowledges and agrees that it is contractually obligated to:

1. Consider Lampasas Trails' recommendations concerning trail information signage, with ultimate decision regarding same to be made solely by the City.
2. City shall be responsible for the costs related to the purchase and/or manufacturing of the signage that will be placed along the trails system installed by the City.
3. Non-interference and protection of improved Trails. The City acknowledges that the trail system constructed by Lampasas Trails, their volunteers and contractors, in accordance with IMBA standards, may not be altered, changed, re-routed, without the express cooperation of the parties. If an immediate safety condition exists, as determined by the City, the trail system may be altered or re-routed with the parties to consult regarding the mitigation of the safety condition within 48 hours of the alteration. The parties acknowledge that areas outside of the trail system may be used for other public and recreation purposes, however; the City will notify Lampasas Trails of any proposed new projects/uses, that will be in the area of the park where improved trails exist, allowing Lampasas Trails an opportunity to provide input, before the City approves such projects/uses.
4. By entering into this MOU, the City acknowledges its agreement to allow Lampasas Trails to undertake the Project, under the terms and provisions provided herein, so long as Lampasas Trails and its volunteers are in full compliance with the terms of this MOU, the City applicable regulations and rules, and so long as this MOU has not been terminated by either Lampasas Trails or the City, as set forth in Section 4, Subsection (d), below.

Section 4. Miscellaneous:

- (a) **Non-Performance.** In the event Lampasas Trails fails to construct the Park Improvements in accordance with this MOU, or should it otherwise fail to comply with the provisions of this MOU, then the City may, at its option, with thirty (30) days' prior written notice to Lampasas Trails, terminate this MOU and end the Project, including any remaining proposed Project work that was planned on the Property Acreage, but that was not installed or completed at the time of the termination of this MOU. At that point in time, the City will utilize the Property Acreage for the benefit of the public, without any requirement that further legal or other action/notice be provided to Lampasas Trails.
- (b) **Non-exclusive use.** Lampasas Trails understands and acknowledges that the Park, including the Property Acreage, has been improved for public use, and that the use of trails at the Park is non-exclusive, and subject to other uses by the public,

including uses as approved by the City. Such additional uses of the Park do not violate the terms of this MOU.

- (c) **Legal Effect of MOU.** The City and Lampasas Trails acknowledge and agree that this MOU constitutes a legal agreement between the Parties and shall bind the Parties to the terms of this MOU, as set forth herein.
- (d) **Effective Date and Termination.** The Effective Date of this MOU is the date set forth on the signature page hereof and shall remain in effect for three (3) consecutive years thereafter, with a proceeding autorenewal term of one (1) year perpetually. Either Party may elect to terminate this MOU and their responsibilities hereunder, for cause or no cause, by providing the other Party written notice, thirty (30) days prior to the termination date. Because the Park is public property, should the City make a finding that there exists: (1) a need to terminate the Project for a public purpose or (2) a serious safety condition exists on the Property Acreage, then the City may terminate this MOU and halt the Project, by providing Lampasas Trails with 48 hours written notice, or close immediately, until such time as the safety concern is addressed. Should the safety concern not be addressed within thirty (30) days upon closure, this MOU will terminate.
- (e) **Relationship of Parties.** The Parties shall not be deemed to be in a relationship, enterprise, partnership, or joint venture by virtue of this MOU, nor shall either Party be an agent, representative, trustee or fiduciary of the other. Neither Party shall have any authority to bind the other to any agreement or commitment, whatsoever, specifically including the purchase of Project materials or goods and services. This MOU is not assignable or transferable by either Party without the other Party's written consent.
- (f) **Amendments.** Any amendments of this MOU must be in writing and approved by both Parties.
- (g) **Applicable Law.** This Agreement is made and shall be construed and interpreted under the laws of the State of Texas and exclusive venue for any claim, dispute, lawsuit or other legal proceeding arising out of this Agreement shall lie in Lampasas County, Texas.
- (h) **Dispute Resolution.** The Parties acknowledge and agree that the City operates the Park, including the Property Acreage, in trust for the public, therefore, and accordingly, the Parties agree that any and all disputes or disagreements shall be resolved by consultation in good faith, between the City and Lampasas Trails, prior to elevating the matter to any formal action or cause.
- (i) **Severability.** In the event that any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then and in that event it is the intention of the Parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the Parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or

unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.

Executed and effective this _____ day of _____, 2024

City of Lampasas, Texas

By: _____

Name: Finley deGraffenried, City Manager

ATTEST:

By: _____

Name: Becky Sims, City Secretary

Lampasas Trails

By: _____

Name: Rob Shivers, President

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City Manager

ITEM NO. 7.3

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

Subject:

Discussion and possible action to approve and renew the Memorandum of Agreement between United States Army Garrison (USAG) and Central Texas Surrounding Cities for Cen-Tex Sustainable Communities Partnership.

Requested By: Becky Sims, City Secretary

Submitted By: Becky Sims, City Secretary

Date Submitted: February 22, 2024

For the Agenda of: February 26, 2024

Procurement and Funding Statement:

N/A

Attachments:

Summary Statement:

As discussed during workshop, this MOA between Fort Cavazos and surrounding Central Texas Cities represents a collaborative effort to support and enhance environmental goals and projects that improve the quality of life in each of the participating cities. The City of Lampasas is proud to be a part of this partnership and as the current staff member designated to represent the City will do better at promoting and attending various events to show support and enhance partnerships among Fort Cavazos and the participating cities; which include Copperas Cove, Killeen, Harker Heights, Nolanville, Gatesville, Salado and Belton.

Recommendation:

To consider a motion to approve the Memorandum of Agreement between United States Army Garrison (USAG) and Central Texas Surrounding Cities for Cen-Tex Sustainable Communities Partnership, for a term of ten years with a term end date of July 15, 2034.



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City Manager

ITEM NO. 7.4

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

Subject:

Discussion and possible action to reappoint Gordon Thornton to the Airport Zoning Board of Adjustments.

Requested By: Becky Sims, City Secretary

Submitted By: Becky Sims, City Secretary

Date Submitted: February 22, 2024

For the Agenda of: February 26, 2024

Procurement and Funding Statement:

Attachments: application

Summary Statement:

Mr. Thornton's term expired in September 2023. This board only meets when there are variances or policies to be discussed or considered. Mr. Thornton overlooked the initial request to renew in September and visited with Staff in January to complete application to renew his term.

Recommendation:

To consider a motion to reappoint Gordon Thornton to the Airport Zoning Board of Adjustments.



City Secretary's Office
312 East Third Street
Lampasas, Texas 76550
(512) 556-6831
Fax# (512) 556-8083

Email: Becky@cityoflampasas.com

Please indicate board/commission/committee preference(s):

- Airport Advisory Board
- Capital Improvement Program Committee
- Golf Course Advisory Board
- Economic Development Corporation Board
- Construction Board of Adjustments and Appeals
- Library Advisory Board
- Parks & Recreation Advisory Board
- Planning and Zoning Commission
- Zoning Board of Adjustment
- Airport Zoning Board of Adjustment

Name(print): Gordon Thornton

Email: W5GFR1@gmail.com

Home Address: 1135 CR 3010

Home Phone: _____

Business Address: Retired

Business Phone: _____

Resident of City of Lampasas _____ Years/Months

Resident of Lampasas County 13 Years/Months

Voter Registration Number: _____

Occupation: Retired

Education: _____

Special Knowledge or Experience Applicable to City Board/Commission/Committee Function:

Currently on AZBOA, plots assoc.

Other Information (Civic Activities, etc)

Please attach resume or additional experience to application

I have attended one or more meetings of the board/commission/committee for which I have applied: yes
no

Signature: Gordon Thornton

Date: 1-31-2024

PLEASE RETURN COMPLETED FORM TO THE CITY SECRETARY'S OFFICE AT CITY HALL



City Manager

ITEM NO. 7.5

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

Subject:

Discussion and possible action regarding generation design, to include assistance with bid and construction phase by M&S Engineering Firm for WWTP, Spring Street Plant and the Animal Shelter in an amount not to exceed \$70,000, to be funded with American Rescue Plan Act (ARPA) Funds.

Requested By: Ryan Ward, ACM

Submitted By: Ryan Ward, ACM

Date Submitted: February 22, 2024

For the Agenda of: February 26, 2024

Procurement and Funding Statement:

ARPA

Attachments:

Summary Statement:

M&S Engineering will provide professional services to assist you with the engineering for the project as described above. Our proposal includes providing the following services in support of the engineering required for this project:

Survey

1. Provide high-resolution aerial image location to be used as background for plans.

Electrical Design

1. Evaluate and provide recommendations for an emergency generator system.
2. Develop construction drawings to implement the emergency generator system.
 - a. Site assessment for generator placement and electrical requirements.
 - b. Electrical site plan indicating the location of electrical equipment (generator, ATS, switchgear, etc.) and meet with the City to discuss present conditions and future site load.
 - c. Specify generator and automatic transfer switch based on existing and future load requirements.
 - d. Provide one-line diagram.
 - e. Panel schedules for new equipment or modifications as needed.
 - f. Provide structural foundation and details for new generator pad as needed.
 - g. Provide applicable sheet specifications.
 - h. Coordinate SCADA integration for emergency generator system.
 - i. Provide breaker coordination study for the generator breaker and any new breakers.

Bidding and Construction Phase Support

1. Assist with jurisdictional reviews.
2. Assist with procurement of new generator and ATS.

3. Attendance at the pre-bid, pre-construction meeting, and site observations/construction progress meetings throughout duration of the project.
4. Attendance at City Council meeting for bid tabulation/recommendation of award.
5. Bidding
 - a. Assist City with develop request for proposals (RFP) to be issued.
 - b. Participate in procurement, bidding, and RFI process.
 - c. Assist City with evaluation respondents and provide recommendation to City.
 - d. Assist City in preparing advertisement for bidders.
6. Construction Support & Administration (in-office)
 - a. Engineer shall perform during the construction period in-office reviews of all material and equipment submittals; respond electronically to RFI's (Request for Information); and prepare and assist with ESI's (Engineering Supplemental Instructions) when necessary.
 - b. Review construction related activities, including pay applications.
- 7. Construction Support & Administration (on-site)**
 - a. Engineer shall perform during the construction period site visits (as previously stated) at the written request of the City whereby Engineer will assess construction progress and performance as compared to the requirements in the construction documents.
 - b. Observations shall be documented in a written Field Report and submitted to the City.
 - c. Visit the construction site at intervals appropriate to the stage of construction to: become generally familiar with and keep the City generally informed about the progress and quality of the portion of the construction completed; make a reasonable effort to identify defects and deficiencies in the construction; determine generally whether the construction is being performed in a manner indicating that the project, when fully completed, will be in accordance with the Plans and Specifications.
 - d. Notify the client in writing of any substantial deviation from the plans and specification that may prevent the generator from being utilized for its intended use.
 - e. Pre-Construction meeting, substantial completion punch list, final inspections, code required inspections, meetings, or any visit to the project site by Engineer shall be considered a construction site visit.
 - f. Attend generator start up and owner training.

Deliverables

1. One set of preliminary construction drawings and specifications at 90%; and one set of final sealed construction drawings and specifications upon completion.
2. Field reports to document progress and installation.

Recommendation:

To consider a motion to approve the generation design, to include assistance with bid and construction phase by M&S Engineering Firm for WWTP, Spring Street Plant and the Animal Shelter in an amount not to exceed \$70,000, to be funded with American Rescue Plan Act (ARPA) Funds.

M&S ENGINEERING, LLC

AGREEMENT BETWEEN OWNER AND ENGINEER

This Agreement Between Owner and Engineer (the "Agreement"), effective the 30th day of January 2024 ("Effective Date") is entered into by and between M&S Engineering, LLC ("Engineer" or "M&S") and City of Lampasas. ("Owner"). M&S and Owner shall collectively be referred to herein as the "Parties."

WHEREAS, Owner desires M&S to provide services relating to a project that is generally described as Lampasas Stand-By Generators (the "Project") and that is more specifically described in the Scope of Services, attached hereto as Exhibit A. M&S agrees to perform the services specified on Exhibit A on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. CONTRACT DOCUMENTS:

- A. The following items are deemed to be "**Contract Documents**" and are incorporated by reference into this Agreement:
 - 1. This Agreement including all Annexes and Exhibits hereto;
 - 2. Exhibit A, Scope of Services;
 - 3. Exhibit B, Rate Sheet; and
 - 4. Exhibit C, Insurance.

2. DEFINITIONS:

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

3. GENERAL AGREEMENT:

- A. M&S shall provide the "Services" specified in Scope of Services attached hereto as Exhibit A and any additional services requested by Owner and agreed to by M&S. Owner shall pay M&S for its Services as set forth below.
- B. M&S shall complete the Services within the time period set forth in Exhibit A, if any. If no specific time for completion is specified in Exhibit A, M&S shall complete the Services within a reasonable time. If, through no fault of M&S, Owner seeks to change such periods of time or dates, or the orderly and continuous progress of M&S' Services is impaired, or M&S' Services are delayed or suspended, then the time for completion of the Services, and the rates and amounts of M&S' compensation shall increase accordingly.

4. OWNER'S RESPONSIBILITIES:

- A. Owner shall provide Engineer with existing Project-related information and data in Owner's possession and needed by Engineer for performance of Engineer's Services. Owner will advise the Engineer of Project-related information and data known to Owner but not in Owner's possession. Engineer may use and rely upon Owner-furnished information and data in performing its Services, subject to any express limitations applicable to the furnished items. Following Engineer's assessment of initially-available Project information and data, and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information and data as additional Services for which M&S shall be compensated in accordance with the Rate Sheet, attached as Exhibit B.

Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance. Owner shall give prompt notice to Engineer whenever Owner observes or otherwise becomes aware of (1) any relevant, material defect or nonconformance in Engineer's Services, or (2) any development that affects the scope or time of performance of Engineer's Services.

5. INVOICES AND PAYMENTS:

- A. M&S shall prepare and submit invoices to Owner in accordance with its standard invoicing practices on a monthly basis in accordance with the Rate Sheet. Invoices are due and payable within 30 days of receipt. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only the disputed amount, and must pay the undisputed portion.
- B. Failure to Pay: If Owner fails to make any payment due Engineer within 30 days after receipt of Engineer's invoice (the "Due Date"), Owner shall owe interest on the past

due amount at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) commencing on the Due Date. In addition, Engineer may suspend Services under this Agreement until Engineer has been paid in full all amounts due, including interest, and in such case, Owner waives any and all claims against Engineer for any such suspension. If any payment due Engineer remains unpaid after 45 days, Engineer may terminate the Agreement for cause pursuant to Paragraph 6(A).

- C. Reimbursable Expenses: Engineer is entitled to reimbursement of expenses in accordance with the Rate Sheet.

6. TERMINATION:

A. Termination for Cause

1. Either Party may terminate the Agreement for cause upon 30 days written notice of default ("Termination Notice") that identifies the nature of the default. This Agreement will not terminate if the Party receiving the Termination Notice begins, within 7 days of receipt of the Termination Notice, to cure the default and completes the cure within no more than thirty (30) days of receipt of the Termination Notice.
2. Engineer may terminate this Agreement for cause upon 7 days written notice if:
 - (a) Owner demands that Engineer furnish or perform Services contrary to Engineer's responsibilities as a licensed professional;
 - (b) if Engineer's Services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control;
 - (c) if payment due Engineer remains unpaid for forty five (45) days; or
 - (d) as the result of the presence at the Project site of undisclosed Constituents of Concern as set forth below.
3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.

- B. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.

- C. Payments Upon Termination: In the event of a termination by either party, Engineer will be entitled to invoice Owner and to receive full payment for all Services performed or furnished in accordance with this Agreement, and to reimbursement of expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of all deliverable project documents, whether complete or not, subject to the provisions of Paragraph 9(F), at Owner's sole risk.

1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's limited right to use of the deliverable documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.

7. **INDEMNIFICATION, MUTUAL WAIVER AND LIMITATION OF LIABILITY:**
- A. **INDEMNIFICATION BY ENGINEER: TO THE FULLEST EXTENT PERMITTED BY LAWS AND REGULATIONS, ENGINEER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS OWNER, AND OWNER'S OFFICERS, DIRECTORS, MEMBERS, PARTNERS, AGENTS, AND EMPLOYEES, FROM LOSSES, DAMAGES, AND JUDGMENTS ARISING FROM THIRD-PARTY CLAIMS OR ACTIONS RELATING TO THE PROJECT, PROVIDED THAT ANY SUCH CLAIM, ACTION, LOSS, DAMAGES, OR JUDGMENT IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE, OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF), INCLUDING THE LOSS OF USE RESULTING THEREFROM, BUT ONLY TO THE EXTENT CAUSED BY ANY NEGLIGENT ACT OR OMISSION OF ENGINEER OR ENGINEER'S OFFICERS, DIRECTORS, MEMBERS, PARTNERS, AGENTS, EMPLOYEES, SUBCONSULTANTS, OR ENGINEER'S SUBCONTRACTORS. THE MAXIMUM AMOUNT OF INDEMNIFIABLE LOSSES WHICH MAY BE RECOVERED BY OWNER FROM ENGINEER UNDER THIS SECTION 7(A) SHALL NOT EXCEED THE GREATER OF: (1) THE TOTAL AMOUNT OF COMPENSATION RECEIVED BY ENGINEER PURSUANT TO THIS AGREEMENT AND (2) THE AMOUNT COVERED BY INSURANCE PROVIDED BY ENGINEER.**
- B. **INDEMNIFICATION BY OWNER: TO THE FULLEST EXTENT PERMITTED BY LAWS AND REGULATIONS, OWNER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS ENGINEER, AND ENGINEER'S OFFICERS, DIRECTORS, MEMBERS, PARTNERS, AGENTS, AND EMPLOYEES, FROM LOSSES, DAMAGES, AND JUDGMENTS ARISING FROM THIRD-PARTY CLAIMS OR ACTIONS RELATING TO THE PROJECT, PROVIDED THAT ANY SUCH CLAIM, ACTION, LOSS, DAMAGES, OR JUDGMENT IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE, OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF), INCLUDING THE LOSS OF USE RESULTING THEREFROM, BUT ONLY TO THE EXTENT CAUSED BY ANY NEGLIGENT ACT OR OMISSION OF OWNER OR OWNER'S OFFICERS, DIRECTORS, MEMBERS, PARTNERS, AGENTS, EMPLOYEES, SUBCONSULTANTS, OR ENGINEER'S SUBCONTRACTORS.**
- C. **ENVIRONMENTAL INDEMNIFICATION: TO THE FULLEST EXTENT PERMITTED BY LAWS AND REGULATIONS, OWNER SHALL INDEMNIFY AND HOLD HARMLESS ENGINEER, ITS SUBCONSULTANTS, ENGINEER'S SUBCONTRACTORS, AND THEIR OFFICERS, DIRECTORS, MEMBERS, PARTNERS, AGENTS, EMPLOYEES, AND SUBCONSULTANTS FROM ALL CLAIMS, COSTS, LOSSES, DAMAGES, ACTIONS, AND JUDGMENTS (INCLUDING REASONABLE CONSULTANTS' AND ATTORNEY'S FEES AND**

EXPENSES) CAUSED BY, ARISING OUT OF, RELATING TO, OR RESULTING FROM A CONSTITUENT OF CONCERN AT, ON, OR UNDER THE SITE.

- D. WAIVER OF DAMAGES; LIMITATION OF LIABILITY: TO THE FULLEST EXTENT PERMITTED BY LAW, OWNER AND ENGINEER (1) WAIVE AGAINST EACH OTHER, AND THE OTHER'S OFFICERS, DIRECTORS, MEMBERS, PARTNERS, AGENTS, EMPLOYEES, SUBCONSULTANTS, AND INSURERS, ANY AND ALL CLAIMS FOR OR ENTITLEMENT TO SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE PROJECT, FROM ANY CAUSE OR CAUSES, AND (2) AGREE THAT ENGINEER'S TOTAL LIABILITY TO OWNER UNDER THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL AMOUNT OF COMPENSATION RECEIVED BY ENGINEER.**

8. INSURANCE:

- A. Engineer shall procure and maintain insurance as set forth in Exhibit C.
- B. Additional Insureds: Engineer's commercial general liability, automobile liability, and umbrella or excess liability policies, must:
1. include and list as additional insureds Owner, and any individuals or entities identified as additional insureds in Exhibit C;
 2. include coverage for the respective officers, directors, members, partners, and employees of all such additional insureds;
 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations); and
 4. not seek contribution from insurance maintained by the additional insured.
- C. Owner shall procure and maintain insurance as set forth in Exhibit C.
- D. Owner shall require Contractors to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractors to cause Engineer, its Subconsultants, and Engineer's Subcontractors to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractors for the Project. Owner shall give Engineer access to any certificates of insurance and copies of endorsements and policies obtained by Owner from Contractors.
- E. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit C. Such certificates must be furnished prior to commencement of Engineer's Services and at renewals thereafter during the life of the Agreement.

- F. All construction contracts entered into by Owner with respect to the Project must require builder's risk or similar property insurance.
- G. All policies of property insurance relating to the Project, including but not limited to any builder's risk or similar policy, must provide for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer, its Subconsultants, or Engineer's Subcontractors. Owner and Engineer waive all rights against each other, Contractor, Engineer's Subcontractors and Subconsultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any such builder's risk or similar policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- H. All policies of insurance must contain a provision or endorsement that the coverage afforded will not be canceled, and that renewal will not be refused, until at least 10 days' prior written notice has been given to the primary insured. Upon receipt of such notice, the primary insured must promptly forward a copy of the notice to the other party to this Agreement and replace the coverage being cancelled or reduced to conform to the requirements of this Agreement.
- I. At any time, Owner may request that Engineer, or Engineer's Subcontractors or Subconsultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit C. If so requested by Owner, and if commercially available, Engineer shall obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit C will be supplemented to incorporate these requirements.

9. GENERAL CONSIDERATIONS:

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the profession practicing under similar circumstances at the same time and in the same locality. **Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.** Subject to the foregoing standard of care, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any of Owner's Contractors' work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Contractor, or their safety precautions and programs, for security or safety at the Project site, nor for any failure of a Contractor

to comply with laws and regulations applicable to their work. Engineer shall not be responsible for the acts or omissions of Owner or its Contractors.

- C. Engineer neither guarantees the performance of any of Owner's Contractors nor assumes responsibility for any failure to furnish and perform their work.
- D. Engineer's opinions of probable construction cost (if any) will be based on Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Engineer grants Owner a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and any additional services relating to preparation of the deliverable documents, and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. Any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and subconsultants;
 - 3. **OWNER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS ENGINEER AND ITS OFFICERS, DIRECTORS, MEMBERS, PARTNERS, AGENTS, EMPLOYEES, AND SUBCONSULTANTS FROM ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING ATTORNEYS' FEES, ARISING OUT OF OR RESULTING FROM ANY USE, REUSE, OR MODIFICATION OF THE DOCUMENTS WITHOUT WRITTEN VERIFICATION, COMPLETION, OR ADAPTATION BY ENGINEER;** and
 - 4. Such limited license to Owner shall not create any rights in third parties.

- G. Owner and Engineer agree to transmit, and accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. The Parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- I. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute will be mediated by a third-party neutral selected jointly by the Parties. If mediation is unsuccessful, then the Parties may exercise their rights at law.
- J. This Agreement is to be governed by the laws of the state of Texas. The exclusive venue for all claims arising out of this Agreement or in any way related to the Services shall be in the state district courts of Comal County, Texas.
- K. Engineer's Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

10. GENERAL PROVISIONS:

- A. A waiver by either Party of any of the terms and conditions of this Agreement in any instance shall not be deemed or construed to be a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations and agreements contained in this Agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, obligation or agreement of either Party.
- B. Neither Party may assign its rights hereunder in whole or in part, unless with the prior written consent of the other, which consent will not be unreasonably withheld.
- C. Unless otherwise specified, all notices required to be given hereunder shall be given in writing, either by delivery, by registered mail, or by electronic mail (email) with confirmation of receipt:

If to Owner:

If to Engineer:

Jason Jones, CFO
jjones@msengr.com

or such other address as may be hereafter designated in writing by either party. Notice given by registered mail or delivery shall be deemed given on the date of confirmed receipt; notice given by electronic mail shall be deemed given upon confirmed receipt of such mail.

11. SUCCESSORS, ASSIGNS, AND BENEFICIARIES:

A. Successors and Assigns

1. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by this Section 11, the assigns of Owner and Engineer) are hereby bound to the other Party to this Agreement and to the successors, executors, administrators, and legal representatives and permitted assignees of such other Party, in respect of all covenants, agreements, and obligations of this Agreement.
2. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other Party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
3. Beneficiaries: Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

12. TOTAL AGREEMENT:

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

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date when signed.

This Agreement's Effective Date is **January 30, 2024**

Owner:

(name of organization)

By: _____

Date: _____

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Engineer:

M&S Engineering

By: 

Date: January 30, 2024

Name: (Trey) Thurl D. Sims III, PE

Title: MEP Division Manager

Exhibit A
SCOPE OF SERVICES

SEE ATTACHED.



Exhibit A

Reference: Lampasas Stand-By Generators

Thank you for your interest in the capabilities of M&S Engineering (M&S) and allowing us the opportunity to work with you on this project. This proposal is based on our discussions with your team and the following:

Project Description

1. There are 4 site locations all located near the intersection of US 183 and CR 4006 in Lampasas, Texas.
 - 100 Brown Street, WWTP
 - 201 Brown Street, office space
 - 908 Spring Street, WTP/intake
 - 301 College Street, animal shelter
2. The project will consist of providing consulting services for new emergency power system. M&S scope would include selection of generator, electrical design, coordination with equipment representatives, and the contractor(s).
3. The City has provided preliminary electrical information for review and discussion.
4. Funding will be provided by ARPA.

Scope of Work

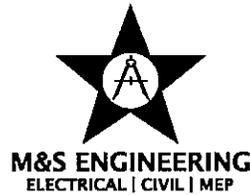
M&S Engineering will provide professional services to assist you with the engineering for the project as described above. Our proposal includes providing the following services in support of the engineering required for this project:

Survey

1. Provide high-resolution aerial image location to be used as background for plans.

Electrical Design

1. Evaluate and provide recommendations for an emergency generator system.
2. Develop construction drawings to implement the emergency generator system.
 - a. Site assessment for generator placement and electrical requirements.
 - b. Electrical site plan indicating the location of electrical equipment (generator, ATS, switchgear, etc.) and meet with the City to discuss present conditions and future site load.
 - c. Specify generator and automatic transfer switch based on existing and future load requirements.
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 - g. Provide applicable sheet specifications.
 - h. Coordinate SCADA integration for emergency generator system.
 - i. Provide breaker coordination study for the generator breaker and any new breakers.



Bidding and Construction Phase Support

1. Assist with jurisdictional reviews.
2. Assist with procurement of new generator and ATS.
3. Attendance at the pre-bid, pre-construction meeting, and site observations/construction progress meetings throughout duration of the project.
4. Attendance at City Council meeting for bid tabulation/recommendation of award.
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 - a. Assist City with develop request for proposals (RFP) to be issued.
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 - a. Engineer shall perform during the construction period in-office reviews of all material and equipment submittals; respond electronically to RFI's (Request for Information); and prepare and assist with ESI's (Engineering Supplemental Instructions) when necessary.
 - b. Review construction related activities, including pay applications.
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 - a. Engineer shall perform during the construction period site visits (as previously stated) at the written request of the City whereby Engineer will assess construction progress and performance as compared to the requirements in the construction documents.
 - b. Observations shall be documented in a written Field Report and submitted to the City.
 - c. Visit the construction site at intervals appropriate to the stage of construction to: become generally familiar with and keep the City generally informed about the progress and quality of the portion of the construction completed; make a reasonable effort to identify defects and deficiencies in the construction; determine generally whether the construction is being performed in a manner indicating that the project, when fully completed, will be in accordance with the Plans and Specifications.
 - d. Notify the client in writing of any substantial deviation from the plans and specifications that may prevent the generator from being utilized for its intended use.
 - e. Pre-Construction meeting, substantial completion punch list, final inspections, code-required inspections, meetings, or any visit to the project site by Engineer shall be considered a construction site visit.
 - f. Attend generator start up and owner training.

Deliverables

1. One set of preliminary construction drawings and specifications at 90%; and one set of final sealed construction drawings and specifications upon completion.
2. Field reports to document progress and installation.





Assumptions

Our proposal is based on the following:

1. All M&S deliverable drawings will be provided in PDF format. Note that any changes to plans or designs after completion of engineering plans will be considered an additional service and may incur additional cost.
2. Free access to the site will be provided to M&S Staff.

Pricing

M&S Engineering will provide the scope of work as described for the Not-to-Exceed amount of **\$70,000.00** without prior written authorization from the City.

Exclusions

1. M&S Engineering's proposal is exclusive of any federal, county, and city permits required for the project. All submittals of plans for building permits and payment of permits shall be done by others.
2. Engineering activities will be performed from our facilities in New Braunfels, TX. Local presence throughout the duration of this project will not be required.
3. Subsurface Utility Engineering.
4. Civil Engineering.
5. Construction Drawings or Construction Phase support.
6. Floodplain development permit and/or elevation certificate.
7. Any service not specifically listed in the above scope of work is excluded from this proposal.

[END]



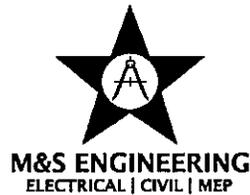
Exhibit B
RATE SHEET

A. Standard Hourly Rates:

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

B. Schedule of Hourly Rates:

SEE ATTACHED.



2023 Engineering Rate Schedule

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

Labor Classification	Base Rate
Principal Engineer III	225.00
Principal Engineer II	220.00
Principal Engineer I	210.00
Senior Engineer V/RPLS V	200.00
Senior Engineer IV/RPLS IV	195.00
Senior Engineer III/RPLS III	190.00
Senior Engineer II/RPLS II	185.00
Senior Engineer I/RPLS I	180.00
Project Engineer V	175.00
Project Engineer IV	170.00
Project Engineer III	165.00
Project Engineer II	160.00
Project Engineer I	150.00
Graduate Engineer/SIT IV	140.00
Graduate Engineer/SIT III	130.00
Graduate Engineer/SIT II	120.00
Graduate Engineer/SIT I	110.00
Project Manager V	215.00
Project Manager IV	200.00
Project Manager III	185.00
Project Manager II	175.00
Project Manager I	165.00
Technical Specialist IV	170.00
Technical Specialist III	160.00
Technical Specialist II	145.00
Technical Specialist I	135.00

Labor Classification	Base Rate
Senior Technician IV	130.00
Senior Technician III	125.00
Senior Technician II	120.00
Senior Technician I	115.00
Project Technician V	110.00
Project Technician IV	105.00
Project Technician III	100.00
Project Technician II	95.00
Project Technician I	85.00
Technician IV	80.00
Technician III	75.00
Technician II	70.00
Technician I	65.00
1 Man Survey Crew	125.00
2 Man Survey Crew	175.00
3 Man Survey Crew	195.00
Senior CAD Operator II	100.00
Senior CAD Operator I	90.00
CAD Operator II	85.00
CAD Operator I	75.00
Administrative III	90.00
Administrative II	80.00
Administrative I	70.00
Software Level II	20.00
Software Level I	10.00

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

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

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

⁴ Overtime Rates shall be 1.35 times the base rate.

Updated 1/3/2023



2023 Reimbursable & Miscellaneous Pricing

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

Deliverable/Printing Pricing Schedule

DESCRIPTION	COST
Small job books (1" to 1 1/2" binder)	\$25.00
Medium job books (2" to 2 1/2" binder)	\$45.00
Large job books (3" and above binder)	\$65.00
Plots - "C" size (18x 24) Black & White	\$1.50
Plots - "C" size (18x 24) Color	\$2.50
Plots - "D" size (22X34) Black & White	\$2.50
Plots - "D" size (22X34) Color	\$3.50

*Any additional reimbursable items shall be billed at cost plus 15%.

- Shipping
 - All shipping of drawings, job books, and other deliverables will be invoiced based on actual cost plus 15%.

Additional Equipment

For site specific requirements that do not allow for access via 4x4 trucks, M&S will provide use of various all-terrain vehicles to facilitate field work. Reimbursement for usage of such equipment will be billed at the following rates:

Equipment	Rate
4 Wheeler	\$100/day
Utility Vehicle (Mule)	\$150/day
LiDAR Drone	\$750/day

Travel Reimbursement Rates

- Hotel charges for overnight accommodations will be invoiced based upon actual cost plus 15%.
- Meals for traveling personnel will be invoiced based upon actual cost plus 15%.
- Air Travel
 - Air travel will be invoiced based on actual cost plus 15%.
 - Approval
 - Air travel costs in excess of \$500 per individual will require prior approval by client personnel requesting travel.
 - Air travel less than \$500 per individual will be considered pre-approved by client personnel requesting travel.
- Rental Car
 - Auto rentals (including fuel) will be invoiced based upon actual cost plus 15%.
- Mileage
 - Vehicle mileage will be invoiced based upon current IRS standard rates (plus \$0.05 per mile for 4x4 vehicles)

Updated 1/3/2023

Exhibit C
INSURANCE

1) Commercial General Liability (CGL).

- a) CGL with limits of insurance of not less than \$1,000,000 Each Occurrence, \$2,000,000 Products/Completed Operations Aggregate,
\$1,000,000 Personal & Advertising Injury, \$100,000 Fire Damage Limit (any one fire), \$5,000 Medical Expense (any one person) and \$2,000,000 General Annual Aggregate. If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.
- b) CGL coverage shall be written on ISO Occurrence form CG 00 01 12 07 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury.
- c) General Contractor, Owner and all other parties required of the General Contractor, shall be included as insureds on the CGL, using ISO Additional Insured Endorsement CG 20 10 07 04 AND CG 20 37 07 04 or an endorsement providing equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured subcontractor. It shall apply as primary and non-contributory insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured.
- d) Subcontractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the Work.

2) Automobile Liability.

- a) Business Auto Liability with limits of at least \$1,000,000 each accident.
- b) Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
- c) General Contractor, Owner and all other parties required of the General Contractor, shall be included as insureds on the auto policy.

3) Commercial Umbrella.

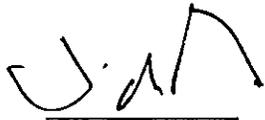
- a) Umbrella limits must be at least \$10,000,000.
- b) Umbrella coverage must include as insureds all entities that are additional insureds on the CGL.
- c) Umbrella coverage for such additional insureds shall apply as primary and non-contributory insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the Subcontractor.

4) Workers Compensation and Employers Liability.

- a) Employers Liability Insurance limits of at least \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee for injury by disease.
- b) Where applicable, U.S. Longshore and Harbor workers Compensation Act Endorsement shall be attached to the policy.

- c) Where applicable, the Maritime Coverage Endorsement shall be attached to the policy.
- 5) Professional Liability/Errors & Omissions- Required for all professional services
 - a) Professional Liability with limits of at least \$1,000,000 per occurrence
- 6) **Waiver of Subrogation.** Subcontractor waives all rights against Contractor, Owner and Architect/Engineer and their agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employer's liability insurance maintained per requirements stated above.
- 7) **Notification of Cancellation, Non-Renewal or Material Change in Coverage.** Subcontractor's General Liability, Automobile Liability, Umbrella Liability and Workers' Compensation policies shall be endorsed to state that Contractor will be notified at least thirty (30) calendar days in advance in the event of cancellation, non-renewal or material change in coverage of said policies.
- 8) **Certificates of Insurance.** Subcontractor shall provide Contractor with valid certificates of insurance prior to commencement of work verifying said insurance requirements have been met. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement and Waiver of Subrogation Endorsement that is part of the Subcontractor's Commercial Insurance Policies above. Subcontractor shall maintain on file with the contractor valid certificates of insurance until final payment is received by the Subcontractor.

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City ManagerITEM NO. 7.6

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

Subject:

Discussion and possible action to allow staff to purchase a new 2024 Ford Explorer Interceptor in an amount not to exceed \$80,000.00 for the police department to replace a 2016 Ford Interceptor that was totaled in January 2024.

Requested By: Jody Cummings, Police Chief

Submitted By: Jody Cummings, Police Chief

Date Submitted: February 22, 2024

For the Agenda of: February 26, 2024

Procurement and Funding Statement:

Non-Budgeted – GL 520-5520 (Capital Expenditures-Vehicles) GL 520-5515 (Capital Expenditures-Equipment)

Attachments: Quotes

Summary Statement:

In January 2024, a patrol officer was involved in a pursuit that ended in an accident. The City insurance carrier, Texas Municipal League Risk Pool determined the vehicle a total loss. The City could repair the vehicle; however, the vehicle would only have liability coverage. The City will receive \$9,050.00 as settlement to put towards a new vehicle. Based on the age of the vehicle, it is in the City's best interest to purchase a new patrol vehicle. The cost of the vehicle, radar and camera equals \$77,420.80, the remaining \$2,579.20 will cover graphic package, installation and any other required incidentals. Staff is asking to consider an amount not to exceed \$80,000.00.

Recommendation:

To consider a motion to approve the purchase of a 2024 Ford Explorer Interceptor in an amount not to exceed \$80,000.00 to replace a 2016 Ford Explorer Interceptor that was totaled in January 2024.



PRODUCT PRICING SUMMARY
TIPS USA 210907 AUTOMOBILES
 VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF LAMPASAS Prepared by: RICHARD HYDER
 Contact: LT. CHUCK MONTGOMERY 512.556.3644 Phone: 409.300.1385
 Email: CMONTGOMERY@CITYOFLAMPASAS.COM Email: RHYDER.COWBOYFLEET@GMAIL.COM
 Product Description: FORD INTERCEPTOR UTILITY Date: January 23, 2024

A. Bid Item: 62 A. Base Price: \$ 42,926.00

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
K8A	2024 INTERCEPTOR UTILITY AWD	\$ 3,495.00	55F	REMOTE KEYLESS ENTRY FOBS	\$ 340.00
99B	3.3L V6 GAS	\$ -		WIRELESS PHONE CONNECTIVITY	\$ -
51R	DRIVER SIDE LED SPOTLIGHT	\$ 395.00	60A	GRILL/SIREN PREWIRE	\$ 50.00
	FRONT HEADLAMP HOUSING	\$ -		REAR VIEW CAMERA	\$ -
86T	POLICE TAIL LAMP HOUSING	\$ 60.00	61B	OBD-II INTERFACE	\$ 250.00
17A	REAR AIR CONDITIONING	\$ 610.00			
YZ	EXTERIOR WHITE	\$ -			
96	CLOTH FRONT VINYL REAR SEATING	\$ -			

Total of B. Published Options: \$ 5,200.00

Published Option Discount (5%) \$ (260.00)

C. Unpublished Options

Description	Bid Price	Options	Bid Price
SILSBEE PATROL EQUIPMENT INSTALL 012524	\$ 18,909.00		

Total of C. Unpublished Options: \$ 18,909.00

D. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ -

E. Lot Insurance (for in-stock and/or equipped vehicles): \$ -

F. Contract Price Adjustment: _____ \$ -

G. Additional Delivery Charge: 282 miles \$ 493.50

H. Subtotal: \$ 67,268.50

I. Quantity Ordered 1 x H = \$ 67,268.50

J. Trade in: _____ \$ -

K. Total Purchase Price \$ 67,268.50

Billing Address:
LAMPASAS POLICE DEPT
301 E 4TH ST
LAMPASAS, TX 76550
US

Shipping Address:
LAMPASAS POLICE DEPT
301 E 4TH ST
LAMPASAS, TX 76550
US

Quote Date:01/29/2024
Expiration Date:04/28/2024
Quote Created By:
DeDe Summerville
Regional Sales Manager
Dede.Summerville@
motorolasolutions.com
916-516-3671

End Customer:
LAMPASAS POLICE DEPT

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
	M500						
1	WGP02225-130-KIT2	BRKT4RE DISP/VISTA/ CAMVR POST 2020+EXPL	1		Included	Included	Included
2	WGB-0189A	MTIK CONF KIT,802.11AC,M500POE,5G HZANT	1		\$410.00	\$328.00	\$328.00
3	WGW00122-303	IN-CAR VIDEO SYSTEM CONFIGURATION SERVICE	1		\$312.50	\$250.00	\$250.00
4	WGB-0703A	M500 ICV SYSTEM, V300 WIFI DOCK, SPS	1		\$7,518.75	\$6,015.00	\$6,015.00
5	WGW00502	M500 EXTENDED WARRANTY	1	3 YEAR	\$431.00	\$344.80	\$344.80
Grand Total					\$6,937.80(USD)		

Notes:



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

- This camera will replace a 4RE, and will be installed in a 2024 Ford Interceptor SUV. With this in mind I don't believe there should be one year of unlimited cloud access figured in the quote, since it will be replacing a camera on the system that has had it's annual access already paid. I do want the hardware warranty included in the quote for 3 years.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.
- Unless otherwise noted in this quote / order, installation of equipment is not included.



M500 IN-CAR VIDEO SYSTEM SOLUTION DESCRIPTION

The M500 In-Car Video System is the first AI-enabled in-car video solution for law enforcement. It combines Motorola's powerful camera technology with our industry-leading digital evidence management software, VideoManager, to deliver high-quality digital evidence and real-time analytics.

The M500 offers the following benefits:

- Delivers exceptionally clear, evidence-grade video, from inside and outside the vehicle
- The M500 has three high-definition cameras, mounted on the front and rear windshield and in the cabin. The front camera has a 4K sensor, with an ultra high-definition recording resolution that captures both wide-angle and focused video streams. The cabin camera's infrared illumination allows backseat recording in total darkness, and a built-in microphone captures audio in the vehicle during recording.
- Works reliably, even in challenging situations
- The cameras and processor are small, rugged devices, easily and securely installed where they do not hinder any line of sight. They are tamper proof and built to withstand significant impact and severe weather conditions. Even if a vehicle is in a serious collision, the Uninterruptible Power Supply automatically kicks in to continue capturing evidence for those critical extra seconds.
- Protects video data, whether in transit or at rest
- The powerful core processor, with a 1 terabyte drive, securely stores all video footage, encrypting the data to prevent cyber threats.
- Provides users a reliable, easy-to-learn system
- Ease of use is at the heart of the M500. The interface is highly intuitive, and any feature can be accessed with no more than three touches of the control panel. Users can start a recording manually or program sensors to activate a recording when triggered – such as a siren, blue lights, vehicle speed, crash detection, wireless microphones, and more. After the recording starts and is categorized, everything is automated, including the uploading of footage to the system's evidence management software, VideoManager. There, recordings are easily managed, redacted, organized, and shared with all authorized parties, including first responders, fleet managers, investigative officers, supervisors, prosecutors, and legal teams.
- Increases efficiency
- The system's software makes it easy to search and analyze video footage, which can save countless hours for users and minimize human error.
- Promotes trust
- By providing a clear record of incidents that occur while officers are on duty, the M500 promotes trust between public safety agents and the communities they serve.
- Integrates seamlessly with other Motorola technologies
- The M500 offers additional benefits when working in conjunction with Motorola's V700 Body-Worn Camera or L5M License Plate Recognition camera and VehicleManager.
 - When used with the V700, the M500 in-car video system triggers the V700 to record at the same time. Officers can focus on the situation at hand, while the cameras – working together as a seamless system – capture synchronized recording from multiple vantage points. The footage is uploaded to and can be reviewed on the same system.





- When used with the L5M, both the LPR camera and the M500 feed their collected license plate data into Vigilant VehicleManager and display the information on a single interface. Working together, the systems increase coverage while maintaining ease of use through a shared user interface and database.

The M500 is a reliable and comprehensive mobile video solution that will enhance safety, promote accountability, and improve efficiency. It ensures that you always have the critical information needed for smarter, faster decisions to help keep officers and the communities they serve safe.



Purchase Order Checklist	
Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this)	
PO Number/ Contract Number	
PO Date	
Vendor = Motorola Solutions, Inc.	
Payment (Billing) Terms/ State Contract Number	
Bill-To Name on PO must be equal to the <i>Legal</i> Bill-To Name	
Bill-To Address	
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)	
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)	
PO Amount must be equal to or greater than Order Total	
Non-Editable Format (Word/ Excel templates cannot be accepted)	
Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept	
Ship To Contact Name & Phone #	
Tax Exemption Status	
Signatures (As required)	



QUOTE #2082920

applied concepts, inc.

855 E. Collins Blvd
Richardson, TX 75081
Phone: 972-398-3780
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Page 1 of 1

Date: 01/10/24

Inside Sales Partner: Jake Peterson
jake.peterson@a-concepts.com

Reg Sales Mgr: Christopher Decker
972-398-3780
chris.decker@stalkerradar.com

Effective From : 01/10/2024

Valid Through: 04/09/2024

Lead Time: 35 working days

Table with Bill To, Customer ID, Ship To, and shipping method (FedEx Ground) information.

Summary table with columns: Grp, Qty, Package, Description, Wrrnty/Mo, Price, Ext Price.

Main item list table with columns: Ln, Qty, Part Number, Description, Price, Ext Price.

Group Total row showing a total price of \$3,192.00.

Summary table with Product (\$3,192.00), Sub-Total (\$3,192.00), Discount (\$0.00), Sales Tax 0% (\$0.00), Shipping & Handling (\$22.50), and Total: USD \$3,214.50.

Vehicle Information: 2023 Ford Interceptor SUV

001

This Quote or Purchase Order is subject in all respects to the Terms and Conditions detailed at the back of this document. These Terms and Conditions contain limitations of liability, waivers of liability even for our own negligence, and indemnification provisions, all of which may affect your rights. Please review these Terms and Conditions carefully before proceeding.



City Manager

ITEM NO. 7.7

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

Subject:

Discussion and possible action to approve the purchase of two new police department vehicles to replace one 2014 Ford F-150 animal control truck and one 2014 Chevrolet Tahoe that are budgeted for FY 2023/2024.

Requested By: Jody Cummings, Police Chief

Submitted By: Jody Cummings, Police Chief

Date Submitted: February 22, 2024

For the Agenda of: February 26, 2024

Procurement and Funding Statement:

The Police Department budgeted \$122,268.00 for the FY 23-24 to purchase a new police patrol vehicle, a new animal control pickup, and related equipment. The actual costs are \$61,980.50, \$45,084.25 and \$13,266.00, respectfully. This would be \$1,937.25 under budget. The vehicles will be deducted from GL 520-5520 (Capital Expenditures-Vehicles) and the Equipment will be deducted from GL 520-5515 (Capital Expenditures-Equipment) both of which have a balance to support the expenditure.

Attachments: Quote

Summary Statement:

At the February 12, 2024 Council Meeting, Staff asked for council consideration to approve a budget amendment for four police vehicles that were approved in prior budget years but had not arrived due to availability. Two police vehicles budgeted through the current year's budget should have been included in that request as well, but were omitted. The first, a Ford Explorer Interceptor for patrol, has not been delivered as of today. The F-150 pickup for animal control arrived earlier than anticipated. The 2024 Ford Explorer was quoted by Silsbee through the TIPS program in the amount of \$61,980.50 plus the necessary equipment costing \$12,266.00. The Ford F-150 pickup was quoted by Silsbee through the TIPS program in the amount of \$45,084.25 plus the necessary equipment costing \$1,000.00. Cumulatively, this is \$1,937.25 under budget and that amount would be used if necessary to pay for any unforeseen incidentals involved with equipment installation. The Police Department is asking Council to approve the purchases in an amount not to exceed \$122,268.00.

Recommendation:

To consider a motion to approve the purchase of one 2024 Ford Explorer Interceptor for patrol in an amount of \$61,980.50, one 2024 Ford F-150 pickup for the animal shelter in the amount of \$45,084.25 and the necessary equipment costing \$15,203.25 (\$12,266.00 actual, \$1,000.00 actual, \$1,937.25 incidentals) for a total of \$122,268.00 all of which are budgeted for the current 23/24 budget year.



GL # 10-520-5520
 APPROVED *[Signature]*

PRODUCT PRICING SUMMARY
TIPS USA 210907 AUTOMOBILES
 VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF LAMPASAS Prepared by: RICHARD HYDER
 Contact: LT. CHUCK MONTGOMERY 512.556.3644 Phone: 409.300.1385
 Email: CMONTGOMERY@CITYOFLAMPASAS.COM Email: RHYDER.COWBOYFLEET@GMAIL.COM
 Product Description: FORD INTERCEPTOR UTILITY Date: October 10, 2022

A. Bid Item: 62 A. Base Price: \$ **33,926.00**

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
K8A	INTERCEPTOR UTILITY AWD	\$ 1,495.00	55F	REMOTE KEYLESS ENTRY FOBS	\$ 340.00
99B	3.3L V6 GAS	\$ -		WIRELESS PHONE CONNECTIVITY	\$ -
51R	DRIVER SIDE LED SPOTLIGHT	\$ 395.00	60A	GRILL/SIREN PREWIRE	\$ 50.00
	FRONT HEADLAMP HOUSING	\$ -		REAR VIEW CAMERA	\$ -
86T	POLICE TAIL LAMP HOUSING	\$ 60.00	61B	OBD-II INTERFACE	\$ 250.00
17A	REAR AIR CONDITIONING	\$ 610.00			
YZ	EXTERIOR WHITE	\$ -			
96	CLOTH FRONT VINYL REAR SEATING	\$ -			

Total of B. Published Options: \$ **3,200.00**

Published Option Discount (5%) \$ **(160.00)**

C. Unpublished Options

Description	Bid Price	Options	Bid Price
PK8A UPGRADE TO 2023 MODEL	\$ 8,750.00		
SILSBEE PATROL EQUIPMENT INSTALL 103023	\$ 15,771.00		

Total of C. Unpublished Options: \$ **24,521.00**

D. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ -

E. Lot Insurance (for in-stock and/or equipped vehicles): \$ -

F. Contract Price Adjustment: _____

G. Additional Delivery Charge: 282 miles \$ **493.50**

H. Subtotal: \$ **61,980.50**

I. Quantity Ordered 1 x H = \$ **61,980.50**

J. Trade in: \$ -

K. Total Purchase Price \$ **61,980.50**

QUOTE

AGENCY
DATE QUOTED
SALESMAN

CITY OF LAMPASAS
30-Oct-23
RICHARD HYDER

PART NUMBER		DESCRIPTION	UNIT PRICE	EXT PRICE
		2023 FORD PI UTILITY		
W.GB2SP3J-PKG	1	WHELEN 54" LEGACY LIGHTBAR PKG	\$ 2,995.00	\$ 2,995.00
W.CCSRN5	1	CENCOM CARBIDE SIREN	INC	INC
W.CANCTL7	1	CONTROL HEAD 21 BUTTON W/SLIDE SW	INC	INC
W.TXSA315P	1	WHELEN SIREN SPEAKER & BKT	INC	INC
		FULL DUO BAR FRT & REAR	INC	INC
W.STPKT105	1	STRAP KIT 2021 PI UTILITY	INC	INC
W.CC5K1	1	OBD II CABLE	INC	INC
W.VTX609JX	2	VERTEX R/B (REVERSE LIGHTS)	\$ 100.00	\$ 200.00
SO.ETHFSSFV	1	FRONT WIG WAG	\$ 45.00	\$ 45.00
			\$	-
W.RPLS50	1	OUTER-EDGE PILLAR LIGHTS (RED/BLUE)	\$ 725.00	\$ 725.00
W.IJ3CX	4	ION SERIES LED TRI COLOR R/B/W (PB FRT) (WHITE SYNCED TO TAKEDOWNS)	\$ 125.00	\$ 500.00
W.IJ3CX	2	ION SERIES LED R/B (PB SIDE)	\$ 125.00	\$ 250.00
W.IONK1B	2	ION SWIVEL MOUNTS	\$ 19.00	\$ 38.00
R.5344T-4L61	1	GO RHINO LR SERIES PUSHBUMPER W/LIGHT CHANNEL FOR 4 WHELEN IONS	\$ 395.00	\$ 395.00
R.5344WHDT	1	GO RHINO HD WRAPAROUND GUARDS	\$ 340.00	\$ 340.00
SO.ENT2B3RBW	2	UNDER MIRROR INTERSECTORS RBW	\$ 145.00	\$ 290.00
W.IJ3CX	2	ION TRI COLOR LEDS R/B/W (QTR GLS) (WHITE LEDS SYNCED TO ALLEY LIGHTS)	\$ 125.00	\$ 250.00
			\$	-
W.IJ3CX	2	ION SERIES LED TRI COLOR R/B/W	\$ 125.00	\$ 250.00
W.IONBKT1	1	ION LICENSE PLATE BRACKET (WHITE SYNCED TO REV LIGHTS)	\$ 19.00	\$ 19.00
SO.EMPS2STS4J	2	MPOWER R/B (UNDER HATCH)	\$ 120.00	\$ 240.00
HAV.C-VS-1012-INUT	1	HAVIS 22" CONSOLE	\$ 365.00	\$ 365.00
HAV.CM009785-1	1	REAR HVAC CONTROL RELOCATION BKT	\$ 38.00	\$ 38.00
HAV.C-CUP2-I	1	DUAL CUPHOLDER	\$ 35.00	\$ 35.00
C-ARM-102	1	ARMREST	\$ 50.00	\$ 50.00
C-MC	2	MIC CLIP	\$ 8.00	\$ 16.00
C-MCB	2	MIC CLIP BRKT	\$ 11.00	\$ 22.00
HAV.C-MD-112	1	11" SLIDE OUT SWING ARM W/MOTION ADP	\$ 225.00	\$ 225.00
HAV.C-ADP-112	1	VESA ADAPTER PLATE	\$ 12.00	\$ 12.00
SET.PK1126ITU20TM	1	SETINA 10"XL" C PARTITION	\$ 790.00	\$ 790.00
SET.PK0123ITU202ND	1	SETINA CARGO BARRIER WWIRE MESH	\$ 450.00	\$ 450.00
SET.QK0634ITU20	1	REPLACMNT SEAT W/CTR PULL BELTS	\$ 650.00	\$ 650.00
SET.GK10342U	1	SETINA DUAL T-RAIL GUN RACK W/EOTECH	\$ 365.00	\$ 365.00
SET.WK0514ITU20	1	SETINA REAR WNDW ARMOR	\$ 220.00	\$ 220.00

SILSBEE



Billing Address:
 LAMPASAS POLICE DEPT
 301 E 4TH ST
 LAMPASAS, TX 76550
 US

Shipping Address:
 LAMPASAS POLICE DEPT
 301 E 4TH ST
 LAMPASAS, TX 76550
 US

Quote Date:01/29/2024
 Expiration Date:04/28/2024
 Quote Created By:
 DeDe Summerville
 Regional Sales Manager
 Dede.Summerville@
 motorolasolutions.com
 916-516-3671

End Customer:
 LAMPASAS POLICE DEPT

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext Sale Price
	M500						
1	WGP02225-130-KIT2	BRKT4RE DISP/VISTA/ CAMVR POST 2020+EXPL	1		Included	Included	Included
2	WGB-0189A	MTIK CONF KIT,802.11AC,M500POE,5G HZANT	1		\$410.00	\$328.00	\$328.00
3	WGW00122-303	IN-CAR VIDEO SYSTEM CONFIGURATION SERVICE	1		\$312.50	\$250.00	\$250.00
4	WGB-0703A	M500 ICV SYSTEM, V300 WIFI DOCK, SPS	1		\$7,518.75	\$6,015.00	\$6,015.00
5	WGW00502	M500 EXTENDED WARRANTY	1	3 YEAR	\$431.00	\$344.80	\$344.80

Grand Total

\$6,937.80(USD)

Notes:



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
 Motorola Solutions, Inc.; 500 West Monroe, United States - 60661 - #: 36-1115800

STALKER radar

applied concepts, inc.

855 E. Collins Blvd
Richardson, TX 75081
Phone: 972-398-3780
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Inside Sales Partner: Jake Peterson
jake.peterson@a-concepts.com

Reg Sales Mgr: Christopher Decker
972-398-3780
chris.decker@stalkerradar.com

QUOTE

2082920

Page 1 of 1

Date: 01/10/24

Effective From : 01/10/2024

Valid Through: 04/09/2024

Lead Time: 35 working days

Bill To: Lampasas Police Dept 301 E 4th St Lampasas, TX 76550-2828	Customer ID: 022174 Accounts Payable	Ship To: Lampasas Police Dept 301 E 4th St Lampasas, TX 76550-2828	<i>FedEx Ground</i> Lieutenant Charles Montgomery
--	--	--	--

Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
1	1	806-0022-00	DSR 2 Antenna Radar	36	\$3,192.00	\$3,192.00

Ln	Qty	Part Number	Description	Price	Ext Price
1	1	200-0999-40	DSR Enhanced Counting Unit, 1.5 PCB		\$0.00
2	1	200-1000-40	DSR Modular Display		\$0.00
3	2	200-1468-00*	Dual DSR Ka Antenna		\$0.00
4	1	200-0921-00	DSR Ergonomic Remote Control w/Screw Latch		\$0.00
5	1	200-0769-00	25 MPH/40 KPH KA Tuning Fork		\$0.00
6	1	200-0770-00	40 MPH/64 KPH KA Tuning Fork		\$0.00
7	1	200-0243-00	Counting/Display Tall Mount		\$0.00
8	1	200-0244-00	Antenna Dash Mount		\$0.00
9	1	200-0245-00	Antenna Tall Deck Mount		\$0.00
10	1	200-0648-00	Display Sun Shield		\$0.00
11	1	155-2591-08	8 Foot Antenna Cable, IP67		\$0.00
12	1	155-2591-20	20 Foot Antenna Cable, IP67		\$0.00
13	1	200-0622-00	VSS Cable Kit		\$0.00
14	1	200-0821-00	DSR Documentation Kit		\$0.00
15	1	006-0095-00	Fan Noise Suppression Addendum - DSR		\$0.00
16	1	035-0361-00	Shipping Container, Dash Mounted Radar		\$0.00
17	1	060-1000-36	36 Month Warranty		\$0.00
Group Total					\$3,192.00

Product	\$3,192.00	Sub-Total:	\$3,192.00
Discount	\$0.00	Sales Tax 0%	\$0.00
Payment Terms: Net 30 days		Shipping & Handling:	\$22.50
		Total: USD	\$3,214.50

Vehicle Information:
2023 Ford Interceptor SUV

001

This Quote or Purchase Order is subject in all respects to the Terms and Conditions detailed at the back of this document. These Terms and Conditions contain limitations of liability, waivers of liability even for our own negligence, and indemnification provisions, all of which may affect your rights. Please review these Terms and Conditions carefully before proceeding.



GL # 10-580-5520
 APPROVED [Signature]

PRODUCT PRICING SUMMARY
TIPS USA 210907 AUTOMOBILES
 VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF LAMPASAS Prepared by: RICHARD HYDER
 Contact: LT. CHUCK MONTGOMERY 512.556.3644 Phone: 409.300.1385
 Email: CMONTGOMERY@CITYOFLAMPASAS.COM Email: RHYDER.COWBOYFLEET@GMAIL.COM
 Product Description: FORD F150 CREW CAB Date: October 30, 2023

A. Bid Item: 32 A. Base Price: \$ **36,584.00**

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
WIC	2023 F150 CREW CAB 4X2 5 5' BED	\$ 3,895.00		BLUETOOTH	\$ -
YZ	EXTERIOR WHITE	\$ -		REVERSE SENSING	\$ -
AS	INTERIOR BLACK VINYL 40/20/40	\$ -	18B	RUNNING BOARDS	\$ 445.00
99B	3.3L V6 GAS	\$ -	53B	TRAILER HITCH	\$ 250.00
101A	EQUIPMENT 101A PKG	\$ -	67T	TRAILER BRAKE CONTROLER	\$ 275.00
	REAR VIEW CAMERA	\$ -			
	POWER EQUIPMENT	\$ -			
	CRUISE	\$ -			

Total of B. Published Options: \$ **4,865.00**

Published Option Discount (5%) \$ **(243.25)**

C. Unpublished Options

Description	Bid Price	Options	Bid Price
AMBER GRILL LEDS	\$ 250.00		
AMBER REAR LIC PLATE LEDS	\$ 250.00		
AMBER LEDS HIDDEN IN REVERSE LIGHTS	\$ 200.00		
AMBER LIGHTBAR WITH ARROW	\$ 1,695.00		
INSTALLATION	\$ 990.00	ANIMAL CONTROL	
INSTALL CUSTOMER RADIO	\$ -		
INCOMING VEHICLE EXPECTED DECEMBER 20			

Total of C. Unpublished Options: \$ **3,385.00**

D. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ **-**

E. Lot Insurance (for in-stock and/or equipped vehicles): \$ **-**

F. Contract Price Adjustment: \$ **-**

G. Additional Delivery Charge: 282 miles \$ **493.50**

H. Subtotal: \$ **45,084.25**

I. Quantity Ordered 1 x H = \$ **45,084.25**

J. Trade in: \$ **-**

K. Total Purchase Price \$ **45,084.25**

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City ManagerITEM NO. 7.8

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

Subject:

Discussion and possible action to approve 2018 General Engineering Services Contract, Task Order 44, Western Avenue Culvert Replacement with Eckermann Engineering, Inc, in the amount of \$28, 250.00, with latitude to negotiate easement documents with property owners if needed, in the amount of \$1,500.00 each.

Requested By: Ryan Ward, ACM**Submitted By:** Ryan Ward, ACM**Date Submitted:** February 22, 2024**For the Agenda of:** February 26, 2024**Procurement and Funding Statement:**

GL- 10-551-5346 Engineering and Surveying

Attachments: Contract and Pictures**Summary Statement:**

The Western Avenue Culvert Project was identified in 2023, during the Capital Improvements Planning (CIP) sessions and was further adopted by Council as part of the CIP Report, dated June 12, 2023. This project is being expedited, due to the engineering assessment and condition of the culvert structure.

This proposal scope is inclusive of:

- A. Tree, Topographic, and Boundary
- B. Survey
- C. Drainage Analysis
- D. Construction Documents
- E. Bid Phase Services
- F. Construction Phase Services

The intent of this proposal, once complete, will be to solicit for bids and award the project in an expeditious manner.

Recommendation:

To consider a motion to approve the 2018 General Engineering Services Contract, Task Order 44, Western Avenue Culvert Replacement with Eckermann Engineering, Inc, in the amount of \$28, 250.00, with latitude to negotiate easement documents with property owners if needed, in the amount of \$1,500.00 each.



February 8, 2024

Mr. Ryan Ward
Assistant City Manager
City of Lampasas
312 E. 3rd Street
Lampasas, Texas 76550

**RE: 2018 General Engineering Services Contract, Task Order 44
Western Avenue Culvert Replacement
Between North Avenue and 1st Street
City of Lampasas**

Dear Mr. Ward:

Eckermann Engineering, Inc. is pleased to submit the following proposal for professional surveying and civil engineering services associated with the replacement of the existing culvert crossing Western Avenue between North Avenue and 1st Street.

We have included in the following Scope of Services that are anticipated to meet the Client's needs for this project.

A. Tree, Topographic, and Boundary Survey

EEI will contract with a sub-consultant to obtain a tree and topographic survey and a limited boundary survey to support the design of the culvert replacement.

The limits of the survey will be defined by EEI and will generally include the following:

1. Western Avenue – ROW to ROW to extend approximately 50-foot north and south of the existing culvert.
2. Drainage channel – Approximately 50-foot upstream and downstream of Western Avenue along the drainage channel
3. Additional survey outside of these limits, if needed, will be provided as an additional service.

The vertical datum will be based upon immediately adjacent City, FEMA, or USGS monuments. If a datum cannot be established, then the datum will be assumed, and the Client will be notified that additional services may be required to complete this task.

EEI will have provided:

1. A topographic map that depicts contours at 1.0' contour elevations within the streets.
2. The survey will identify ROW lines along Western Avenue and property lines on each side of the existing drainage channel, fences, curb lines, edges of pavement, driveways, trees, visible existing utilities and one-call paint marks, manhole inverts, sidewalks, etc.
3. Two (2) on-site temporary benchmarks at each location.
4. Subsurface utility services are not anticipated; however, EEI can provide those services as an additional service if requested.

B. Easement Documents

At the time of this proposal, the number of required easements is unknown. If easements are required, the Client pre-authorizes EEI to prepare the necessary easement documents for a lump sum price of \$1,500 each. EEI will have prepared the necessary metes and bounds description and exhibit to support the standard Lampasas dedication documents.

C. Drainage Analysis

EEI will perform a drainage analysis of the overall drainage basin that is contributing storm water flows to the existing culvert to determine the design flow for the new culverts. The new box culverts will be designed to support a minimum 10-year storm event, unless directed otherwise by the Client.

D. Construction Documents

Utilizing the survey information and the results of the drainage analysis provided in a previous task, EEI will prepare construction documents for the replacement of the culvert under Western Avenue. EEI will provide the following civil design services to support this task:

1. Drainage Improvements:
 - a. Upon completion of the survey and drainage analysis tasks, EEI will provide preliminary engineering (30% schematic design) that outlines our proposed solution to the culvert replacement. EEI will submit a 30% Schematic Design submittal to the City of Lampasas for review and acceptance prior to proceeding to the final design and bid package.

- b. Provide final design for the replacement of the existing storm culvert that crosses Western Avenue between North Avenue and 1st Street. It is assumed the entire culvert will be removed and replaced with pre-cast or cast-in-place box culverts with concrete headwalls at the upstream and downstream ends.

EEI intends to use the City of Lampasas's Standard Construction Specifications and Details for the Project. If adequate specifications or details are not available, the City of Austin and/or TXDOT details and specifications will be provided. Individual specifications can be prepared for the Project as an Additional Service.

If the final scope of work differs from the above listed items, EEI reserves the right to reevaluate the scope and fee for this task. The preparation of easements to support this task, if required, will be provided under a separate task.

E. Bid Phase Services

1. EEI will assist the City in advertising and soliciting bids for the construction of the proposed improvements.
2. Attend up to one (1) pre-bid meeting with City of Lampasas representatives and contractors.
3. Review contractor bids that are received and submit a letter to the City of Lampasas with contractor recommendations. The Client shall have the sole responsibility in selecting a qualified contractor.

F. Construction Phase Services

EEI will provide the Client with the construction phase services listed below, which is only related to the civil improvements under this contract. The Client will administer all construction contracts. EEI will:

1. Attend up to one (1) pre-construction meeting with City of Lampasas representatives and selected contractor.
2. Make bi-weekly visits to the project site in order to observe the progress and quality of the civil aspects of the work of the construction contractor. Based on EEI's site visits, EEI will inform the Owner as to the progress of the work and advise the Owner of any substantial defects and deficiencies in the work of the contractor which are discovered by EEI or are otherwise brought to EEI's attention.
3. Attend up to two (2) monthly construction meetings with the Owner, Contractor, or other members of the project team. Additional meetings, if required, will be invoiced on an hourly basis.

4. Consult with and advise the Owner and issue instructions to the contractor on civil engineering items requested by the Owner.
5. Review samples, catalog data, schedules, shop drawings, tests of materials, and other civil engineering-related data the contractor submits.
6. Conduct, in company with the Owner, a final site walkthrough of the civil facilities of the project for conformance with the design concept of the project and in general compliance with the Contract.

EEI shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor or the safety precautions and programs incidental to the work of the Contractor. EEI shall not guarantee the performance of the Contractor nor be responsible for the acts, errors, omissions, or the failure of the Contractor to perform the construction work in accordance with the Contract Documents.

Client agrees to include in all construction contract provisions for Contract indemnification of both the Owner and EEI for Contractor's negligence and to name both the Owner and EEI as additional insured on applicable contractor's insurance policies.

INFORMATION PROVIDED BY THE OWNER

The Owner will provide the following information, upon which EEI will rely:

1. Executed copy of this agreement.
2. Right of entry for properties on or adjacent to the drainage channel on each side of Western Avenue.

ADDITIONAL SERVICES

The following services are not included in the Scope of Services but can be provided as Additional Services if authorized by the Owner.

1. Surveying services not specifically outlined in the above Scope of Services.
2. Civil Engineering design services not specifically outlined in the above Scope of Services.
3. Assistance to the Owner or Owner as an expert witness in any litigation with third parties arising from the development or construction of the project.
4. Soil, foundation, and paving investigation, including field and laboratory tests, borings, related engineering analyses and recommendations, other than what is specifically included in this proposal.
5. Subsurface Utility Engineering Services
6. Endangered species issues or environmental studies.
7. Design of water, sewer, electric, gas, telephone, cable or lighting utilities.
8. Negotiations with the City or other parties to resolve protracted disputes regarding the Project.
9. Preparation of a SWPPP

FEE AND BILLING

EEI will provide the services identified herein based upon the summary below:

Lump Sum (LS) – EEI’s labor is included and will be billed based upon the lump sum amount identified.

Cost Plus (CP) – EEI’s labor will be billed on an hourly basis in accordance with the approved rates per the 2018 General Engineering Services Contract.

Task	Task Description	Fee Type	Budget
A	Tree, Topographic, and Boundary Survey	LS	\$ 5,250
B	Easement Documents (\$1,500 each)	EA	TBD
C	Drainage Analysis	LS	\$ 5,000
D	Construction Documents	LS	\$ 12,000
E	Bid Phase Services	LS	\$ 2,000
F	Construction Phase Services	LS	\$ 4,000
<i>Project Total</i>			<i>\$ 28,250</i>

Items not specifically identified in the above Scope of Services will be considered an additional service.

Fees will be invoiced monthly in the consultant’s format based, as applicable, upon the percentage of services completed or actual services performed, and expenses incurred as of the invoice date. Payment will be due within 30 days of your receipt of the invoice.

Reimbursable expenses, including printing, plotting, reproduction, messenger service, taxes on surveys, recording fees, submittal, and plan review fees, etc., will be considered reimbursable. They will be billed separately at 1.10 times the direct cost incurred. All permitting, application, and similar project fees will be paid directly by the Client.



Mr. Ryan Ward, February 8, 2024

CLOSURE

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the terms and conditions in Attachment "A" of the 2018 General Engineering Services Contract between EEI and the City of Lampasas, which are incorporated by reference.

If you concur in all the foregoing and wish to direct us to proceed with the services, please have an authorized person execute this Agreement in the space provided below and return a copy to us.

We appreciate the opportunity to provide this proposal to you. If you have any questions, please call me at (512) 556-8160.

Sincerely,

ECKERMANN ENGINEERING, INC.

A handwritten signature in blue ink that reads 'Derrek Eckermann'.

Derrek Eckermann, P.E.
President

APPROVED:

Client: CITY OF LAMPASAS

Signature: _____

Typed or Printed Name: _____

Title: _____

Date: _____






City Manager

ITEM NO. 7.9

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

Subject:

Discussion and possible action to close Third Street between Live Oak and Pecan beginning at 5:30 a.m.-4:00 p.m. on Saturday, April 27, 2024 for the Courtyard Square Association (CYSA) City Wide Garage Sale to be held from 9:00 am-2:00 pm.

Requested By: Becky Sims, City Secretary

Submitted By: Becky Sims, City Secretary

Date Submitted: February 22, 2024

For the Agenda of: February 26, 2024

Procurement and Funding Statement:

N/A

Attachments:

Summary Statement:

This request is similar to what has been requested in the past. The CYSA previously hosted garage sales twice a year, one in the Spring and one in the Fall. This event had been discontinued over the last several years and the organization would like to host them again beginning this Spring.

Recommendation:

To consider a motion to approve closing Third Street between Live Oak and Pecan beginning at 5:30 a.m.-4:00 p.m. on Saturday, April 27, 2024 for the Courtyard Square Association (CYSA) City Wide Garage Sale to be held from 9:00 am-2:00 pm.

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City Manager

7.10

ITEM NO. _____

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

SUBJECT:

Discussion and possible action regarding the lease of (40) 2024 Club Car Tempo Lithium Fleet Rental Carts and (2) 2024 Club Car CA500 Gas Utility Work Carts at Hancock Park Golf Course.

REQUESTED BY: Van Berry, Golf Course Manager

SUBMITTED BY: Van Berry, Golf Course Manager

DATE SUBMITTED: February 21, 2024 FOR THE AGENDA OF: February 26, 2024

Expenditure Required: 2024 (April-September)- \$7,310.16 (Difference of Budgeted vs. Actual)
2024-2025 (Annual)- \$68,020.32

Available Funding: 2023-2024- \$53,400.00

Attachments: See Attached

SUMMARY STATEMENT:

The discussed items are for the lease of (40) 2024 Club Car Tempo Lithium Fleet Rental Carts and (2) 2024 Club Car CA500 Gas Utility Work Carts at Hancock Park Golf Course. Three proposals were received, one from Yamaha Golf Cars, one from EZ-Go Cushman, and one from Club Car.

The course currently has a lease with Yamaha Carts, and this lease expired in October of 2023. Yamaha has allowed the course to continue the lease on a month-to-month basis, paying the previous lease price of \$3,215.00/month. Yamaha has given a verbal bid of \$4,450/month for a new 36-month lease on a 2024 fleet. This amount was budgeted for the 2023-2024 golf course budget. However, Yamaha is unable to get carts at this time, or give an accurate time-frame of when they will be able to get the necessary carts. In addition, Yamaha does not provide a Lithium Battery style of electric cart. Our current 2020 cart batteries are starting to wear down, so a decision will need to be made in the near future.

A written bid was also given by EZ-GO Cushman in the amount of \$5,923.32/month for a 60-month lease on a 2024 Lithium Battery fleet. The difference, in the monthly budgeted amount, for Yamaha vs. EZ-GO lease is \$1,473.32/month. This would be for an expenditure total of \$8,839.92 (April-September). EZ-GO would not be able to get the fleet to the course until the end of May 2024.

The last bid was given by Club Car in the amount of \$5,668.36/month for a 42-month lease on a 2024 Lithium Battery fleet. The difference, in the monthly budgeted amount, for Yamaha vs. Club Car lease is \$1,281.36/month. This would be for an expenditure total of \$7,310.16 (April-September). Club Car will be able to provide a new fleet of carts as early as the first part of April 2024.

Recommendation: Golf course staff recommends approval for the lease of 40 golf carts and 2 utility work carts to Club Car Golf Cars for the amount of \$68,020.32 annually.

Hancock Park Golf Course Lease Payment Comparison

Vendor Lease Packages

	YAMAHA (LEAD ACID AND TWO UTILITY)	EZ-GO (LITHIUM AND TWO UTILITY)	CLUB CAR (LITHIUM AND TWO UTILITY)
LOAN PERIOD IN MONTHS	36	60	42
PAYMENT FREQUENCY	Monthly	Monthly	Monthly
PAYMENT AMOUNT (MONTHLY)	\$4,450.00	\$5,923.32	\$5,668.36
PAYMENT AMOUNT (YEARLY)	\$53,400.00	\$71,079.84	\$68,020.32
TOTAL COST OF LOAN:	\$160,200.00	\$355,399.20	\$238,071.12

Hancock Park Golf Course Estimated Cart Rental Profit/Loss

2023 ACTUAL

2020 YAMAHA LEAD ACID BATTERY CARTS (CURRENT RENTALS)

REVENUES- (\$13.77/CART) \$172,089.00
 EXPENSES \$38,580.00
 PROFIT/LOSS \$133,509.00

ESTIMATED DIFFERENCE FROM PREVIOUS YEAR

\$

(14,820.00) (IF RENTAL FEE REMAINS \$13.77 / CART)

2024 ESTIMATE

2024 YAMAHA LEAD ACID BATTERY CARTS (NEW RENTALS)

REVENUES- (\$13.77/CART) \$172,089.00
 EXPENSES \$53,400.00
 PROFIT/LOSS \$118,689.00

(14,820.00)

(IF RENTAL FEE REMAINS \$13.77 / CART)

2023 ACTUAL

N/A

REVENUES- (\$13.77/CART)

EXPENSES

PROFIT/LOSS

ESTIMATED DIFFERENCE FROM PREVIOUS YEAR

\$172,089.00

\$71,079.84

\$101,009.16

(32,499.84)

(IF RENTAL FEE REMAINS \$13.77 / CART)

2024 ESTIMATE

2024 EZ-GO LITHIUM BATTERY CARTS (NEW RENTALS)

2023 ACTUAL

N/A

REVENUES- (\$13.77/CART)

EXPENSES

PROFIT/LOSS

ESTIMATED DIFFERENCE FROM PREVIOUS YEAR

\$172,089.00

\$68,020.32

\$104,068.68

(29,440.32)

(IF RENTAL FEE REMAINS \$13.77 / CART)

2024 ESTIMATE

2024 CLUB CAR LITHIUM BATTERY CARTS (NEW RENTALS)

Hancock Park Golf Course Estimated Cart Rental Increase

2023 ACTUAL (18 HOLE RENTALS)	2024 ESTIMATED INCREASE (18 HOLE RENTALS)
2020 YAMAHA LEAD ACID BATTERY CARTS (\$13.77 / CART)	2024 YAMAHA LEAD ACID BATTERY CARTS (\$15.70 / CART)
REVENUES	\$184,569.00
EXPENSES	\$53,400.00
PROFIT/LOSS	\$131,169.00
ESTIMATED DIFFERENCE FROM PREVIOUS YEAR	\$ 7,869.00 (DIFFERENCE FOR RENTAL FEE OF \$13.77 VS. \$15.70)

2023 ACTUAL (18 HOLE RENTALS)	2024 ESTIMATED INCREASE (18 HOLE RENTALS)
2020 YAMAHA LEAD ACID BATTERY CARTS (\$13.77 / CART)	2024 EZ-GO LITHIUM BATTERY CARTS (\$18.47 / CART)
REVENUES	\$217,133.00
EXPENSES	\$71,079.84
PROFIT/LOSS	\$146,053.16
ESTIMATED DIFFERENCE FROM PREVIOUS YEAR	\$ 22,753.16 (DIFFERENCE FOR RENTAL FEE OF \$13.77 VS. \$18.47)

2023 ACTUAL (18 HOLE RENTALS)	2024 ESTIMATE INCREASE (18 HOLE RENTALS)
2020 YAMAHA LEAD ACID BATTERY CARTS (\$13.77 / CART)	2024 CLUB CAR LITHIUM BATTERY CARTS (\$18.47 / CART)
REVENUES	\$217,133.00
EXPENSES	\$68,020.32
PROFIT/LOSS	\$149,112.68
ESTIMATED DIFFERENCE FROM PREVIOUS YEAR	\$ 25,812.68 (DIFFERENCE FOR RENTAL FEE OF \$13.77 VS. \$18.47)

2023 ACTUAL (18 HOLE RENTALS)	2024 ESTIMATED INCREASE (18 HOLE RENTALS)
2020 YAMAHA LEAD ACID BATTERY CARTS (\$13.77 / CART)	2024 EZ-GO LITHIUM BATTERY CARTS (\$16.62 / CART)
REVENUES	\$195,385.00
EXPENSES	\$71,079.84
PROFIT/LOSS	\$124,305.16
ESTIMATED DIFFERENCE FROM PREVIOUS YEAR	\$ 1,005.16 (DIFFERENCE FOR RENTAL FEE OF \$13.77 VS. \$16.62)

2023 ACTUAL (18 HOLE RENTALS)	2024 ESTIMATE INCREASE (18 HOLE RENTALS)
2020 YAMAHA LEAD ACID BATTERY CARTS (\$13.77 / CART)	2024 CLUB CAR LITHIUM BATTERY CARTS (\$16.62 / CART)
REVENUES	\$195,385.00
EXPENSES	\$68,020.32
PROFIT/LOSS	\$127,364.68
ESTIMATED DIFFERENCE FROM PREVIOUS YEAR	\$ 4,064.68 (DIFFERENCE FOR RENTAL FEE OF \$13.77 VS. \$16.62)


City Manager7.11
ITEM NO. _____

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

Subject:

Discussion and possible action to approve placement of a sign in a residential zoning district for First Street Church of Christ.

Requested By: Becky Sims, City Secretary

Submitted By: Becky Sims, City Secretary

Date Submitted: February 22, 2024

For the Agenda of: February 26, 2024

Procurement and Funding Statement:

Attachments: Sign Specifications, Sign Ordinance

Summary Statement:

During plan review of sign specifications submitted with an application for a new sign with messaging capabilities at First Street Church of Christ, the language in the sign regulations for permitted signs did not allow for latitude or exceptions regarding Churches. A church building is not defined by land use regulations. Per the City of Lampasas Zoning Ordinance that was adopted in 1999, Churches are permitted in all districts. The sign ordinance prohibits signs in residential districts. Staff is asking for Council consideration based on regulatory authority to amend and/or adopt ordinances that Council can allow for an exception since the sign ordinance does not align with the land use intended for Churches. Staff does recognize the need for improvement in the Zoning and Sign Regulations as they are presented today and as outlined in the Comprehensive Plan it is an area identified as a mid-term goal.

Recommendation:

To consider a motion to approve placement of proposed sign at the corner of North Avenue and Walnut for First Street Church of Christ with the understanding that Staff will ensure all other sign requirements will comply with the Sign Ordinance to include height, maximum area based on sign type, brightness, visibility triangle and structure.

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