

**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, March 25, 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, March 25, 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 status of Lampasas Municipal Airport during the Solar Eclipse Event. *(pgs. 5-6)*
3. Discussion regarding maintenance and improvements to the City of Lampasas Rodeo Arena *(pgs. 7-12)*
4. Discussion regarding renewal of the Access and Use Agreement between the City of Lampasas and the Lampasas Riding Club. *(pgs. 13-18)*
5. Discussion regarding Fire Department staffing updates and surplus apparatus. *(pgs. 19-26)*
6. Discussion and recap from Solar Eclipse Town Hall held on March 20, 2024. *(pgs. 27-28)*
7. Discussion regarding any item on the regular agenda
8. Adjourn Workshop Session

REGULAR SESSION

ANNOUNCEMENTS

- A. Call to Order
- B. Invocation and Pledge of Allegiance
- C. Presentations and Proclamations
 - Service Recognition- Tim Ryan- 30 years
 - Fair Housing Month Proclamation- April 2024 *(pgs. 29-30)*
- D. Recognition of the Misti Talbert Community Champions

	PUBLIC HEARINGS/CITIZEN COMMENTS	PAGES
1.1	Citizen comments – Any citizen who desires to address the City Council on a matter not included on the Agenda may do so at this time. The City Council may not deliberate on items presented under this Agenda Item.	N/A
1.2	Citizen comments- Any citizen who desires to address the City Council on a matter that is included on the Agenda may do so at this time.	N/A
1.3	Public hearing to receive citizen comments to amend Appendix A (Fee Schedule), Chapter 62 (Solid Waste), Article III, Billing, Rates and Fees related to the collection of Solid Waste	31-32
1.4	Public hearing to receive citizen comments regarding the approval of a Golf Cart fee increase at Hancock Park Golf Course	33-34

2.0	MINUTES	PAGES
2.1	Discussion and possible action concerning the approval of minutes of the Joint Council Meeting with Kempner Water Supply Corporation (KWSC) on March 4, 2024	35-36
2.2	Discussion and possible action concerning the approval of minutes of the Special Called Meeting held on March 8, 2024	37-40

3.0	CONSENT AGENDA	PAGES
3.1	Discussion and possible action to approve the second reading of an Ordinance for a Specific Use Permit to allow for a daycare in an area zoned Retail, described as Lot 8, Block 31, LSC 1 st Addition, commonly known as 107 W 5 th Street. Lampasas, Texas Lampasas County.	41-42

4.0	BOARDS/DEPARTMENT REPORTS	PAGES
4.1	<ol style="list-style-type: none"> 1. Municipal Court Monthly Report 2. City Secretary Monthly Report 3. Utility Billing and Collections Monthly Report 4. Public Works Monthly Report for Electric, Streets, Water/Wastewater 5. Police Department Monthly Report 6. Building Official Monthly Report 7. Economic Development Monthly Report 8. Fire Department Monthly Report 9. Parks and Recreation Monthly Report 10. Information Systems Monthly Report 11. Library Monthly Report 12. Golf Course Monthly Report 	43-68
5.0	ROUTINE MATTERS	PAGES
5.1	City Manager's Operational Report <ul style="list-style-type: none"> • Nextlink • Hostess House • Builder's Meeting 	69-82

	<ul style="list-style-type: none"> • CIP • Audit • Airport Planning 	
5.2	MAYOR'S COMMENTS	N/A

6.0	UNFINISHED BUSINESS	N/A
-----	---------------------	-----

7.0	NEW BUSINESS	PAGES
7.1	Discussion and possible action regarding the Lampasas Municipal Airport during the Solar Eclipse Event.	83-88
7.2	Discussion and selection of the website photo contest	89-90
7.3	Discussion and possible action regarding maintenance and improvements to the City of Lampasas Rodeo Arena in an amount not to exceed \$50,000.00	91-92
7.4	Discussion and possible action regarding renewal of Access and Use Agreement between the City of Lampasas and the Lampasas Riding Club.	93-94
7.5	Discussion and acknowledgement of the 2024 Annual City Events.	95-96
7.6	Discussion and possible action regarding the approval of HOT funds for the annual Spring Ho 10K hosted by the Chamber of Commerce Visitor Center.	97-104
7.7	Discussion and possible action to reschedule or cancel the April 8, 2024 Council Meeting.	105-106
7.8	Discussion and possible action to consider appointment to the Airport Zoning Board of Adjustment (AZBOA).	107-110
7.9	Discussion and possible action to approve the first reading of an Ordinance declaring unopposed candidates in the May 4, 2024 General City Election, elected to office; canceling the Election; providing a severability clause; and providing an effective date.	111-114
7.10	Discussion and possible action regarding the 2024 Consumer Price Index (CPI), adjustment to Municipal Telecommunications Right-of-Way access line rates.	115-118
7.11	Discussion and possible action to extend the Emergency Water Supply Agreement between the City of Lampasas and Kempner Water Supply Corporation.	119-130
7.12	Discussion and possible action regarding approval to utilize joint use funds between the City of Lampasas and Kempner Water Supply Corporation for injection site at the Ivy Mountain Tank.	131-132
7.13	Discussion and possible action to consider amendment to the 2006 Wholesale Water Supply Contract between the City of Lampasas and Kempner Water Supply Corporation.	133-140
7.14	Discussion and possible action regarding the first reading of an Ordinance to approve proposed garbage rates.	141-146
7.15	Discussion and possible action regarding the approval of a Golf Cart fee increase at Hancock Park Golf Course.	147-150
7.16	Discussion and possible action regarding the approval of a new logo for the Hancock Springs Golf Course.	151-152

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 551.087 (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 551.086 (Relating to the authority of public power utility governing bodies to deliberate regarding competitive matters) – Utilities
8.3	Adjourn executive session and reconvene Regular Session

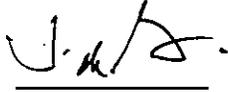
REGULAR SESSION

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 22 day of March 2024 at 4:05pm


Becky Sims, City Secretary


City Manager

ITEM NO. WORKSHOP-2

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

Subject:

Discussion regarding status of Lampasas Municipal Airport during the Solar Eclipse Event

Requested By: Chris Eicher, Parks Director

Submitted By: Chris Eicher, Parks Director

Date Submitted: March 20, 2024

For the Agenda of: March 25, 2024

Procurement and Funding Statement:

N/A

Attachments:

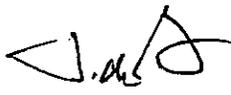
Summary Statement:

This item has been placed on the workshop agenda as follow up regarding Mr. Thornton's public comments at the March 4, 2024 Special Called Meeting. Staff will present and discuss measures taken to temporarily close the Lampasas Municipal Airport, with direction from FAA, due to lack of resources; such as staff, gas and public safety during the Solar Eclipse Event on April 8, 2024.

Recommendation:

Discussion Only

THIS PAGE INTENTIONALLY LEFT BLANK


City ManagerITEM NO. WORKSHOP-3

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

Subject:

Discussion regarding maintenance and improvements to the City of Lampasas Rodeo Arena.

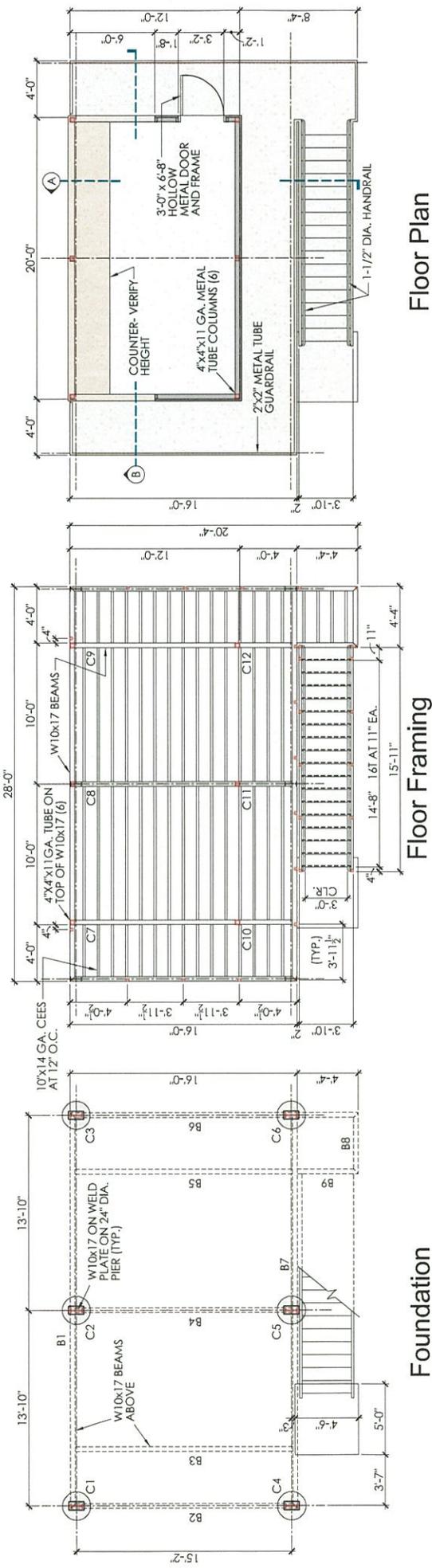
Requested By: Chris Harrison**Submitted By:** Ryan Ward, ACM**Date Submitted:** March 20, 2024**For the Agenda of:** March 25, 2024**Procurement and Funding Statement:****Attachments:**

Summary Statement:

In 2014 discussions began regarding the need for a Rodeo Arena. In 2017, the Rodeo Arena came to fruition and in December 2017 an Access and Use Agreement between the City of Lampasas and the Lampasas Riding Club was executed. The term of the agreement was for 3 years and was renewed in 2020. Over the past six plus years, the riding club has counted on volunteers to contribute funding to the maintenance and upkeep of the arena. At this time, Mr. Harrison is asking for consideration to improve the announcer's stand to allow for more visibility and usage by other Rodeo Company's and to budget funding for annual field prep.

Recommendation:

Discussion only



Foundation

Floor Framing

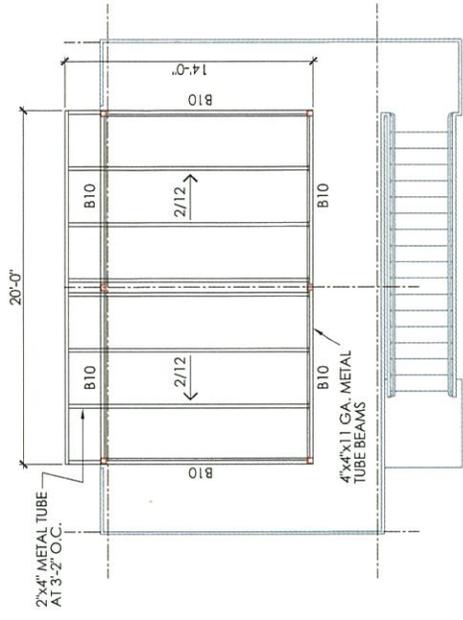
Floor Plan



Site Plan

Harrison Construction Company
 P.O. Box 456
 LAMPASAS, TX 75550
 CHRIS HARRISON
 512.323.9270

March 14, 2024



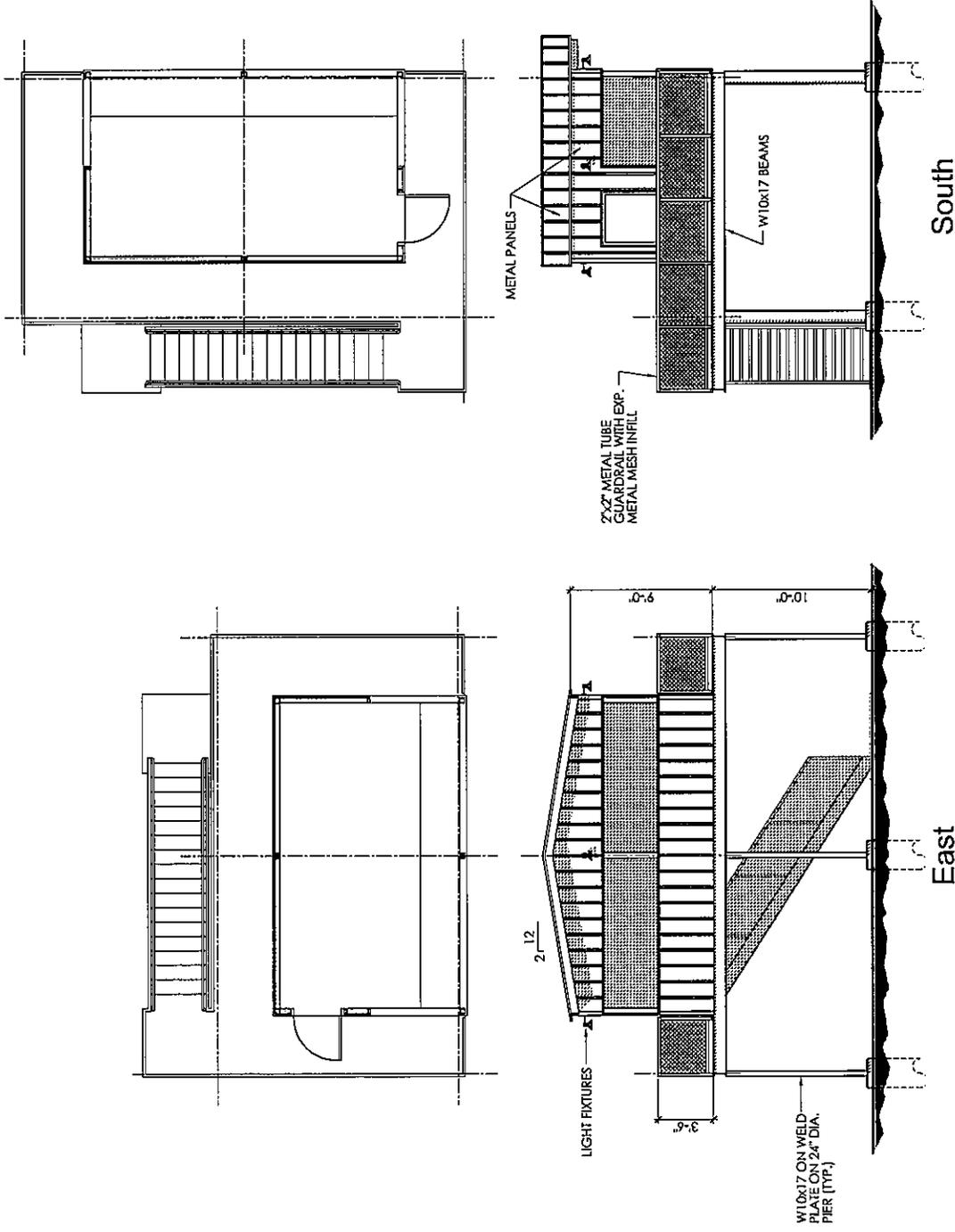
Roof Framing



- Sheet Index**
- 1 SITE & FRAMING PLANS
 - 2 EAST & SOUTH ELEVATIONS
 - 3 WEST & NORTH ELEVATIONS
 - 4 CROSS SECTION A
 - 5 CROSS SECTION B

Announcer Booth
 Rodeo Arena
 Lampasas, Texas





Elevations

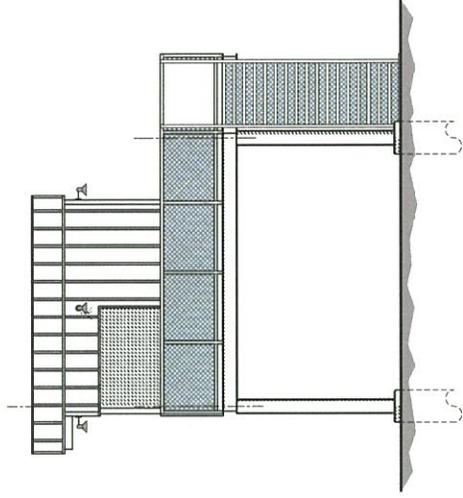
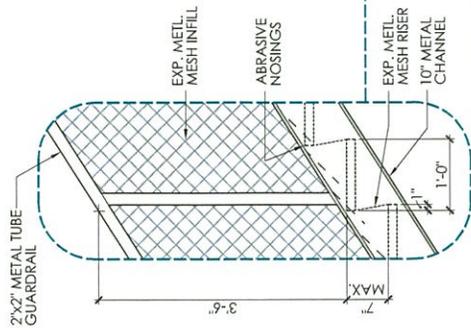
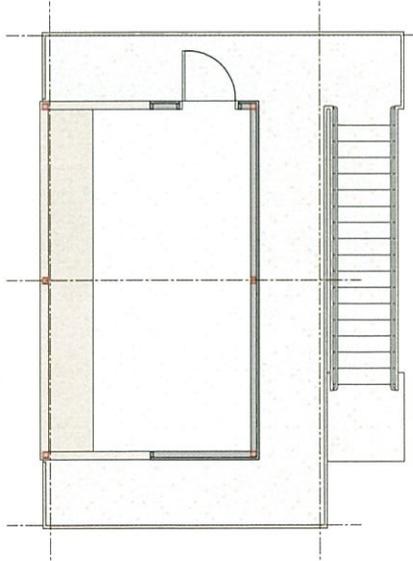
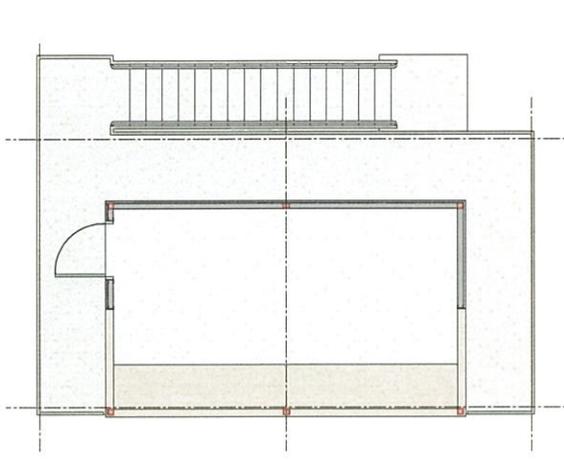


March 14, 2024

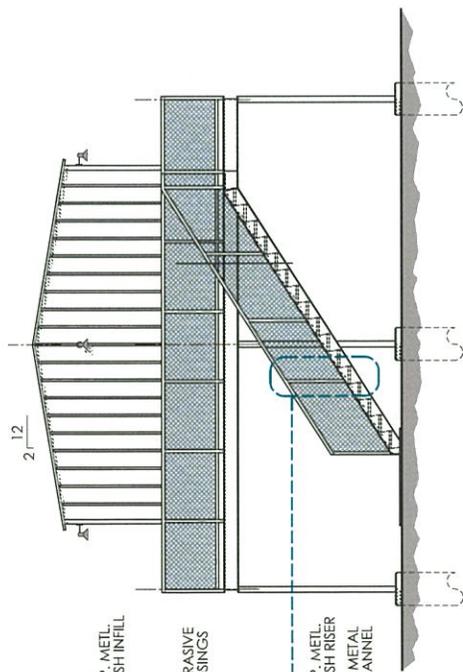
Harrison
Construction
Company
P.O. Box 456
LAMPASAS, TX 75550
CHRIS HARRISON
512.325.6970

Announcer Booth
Rodeo Arena
Lampasas, Texas





North



West

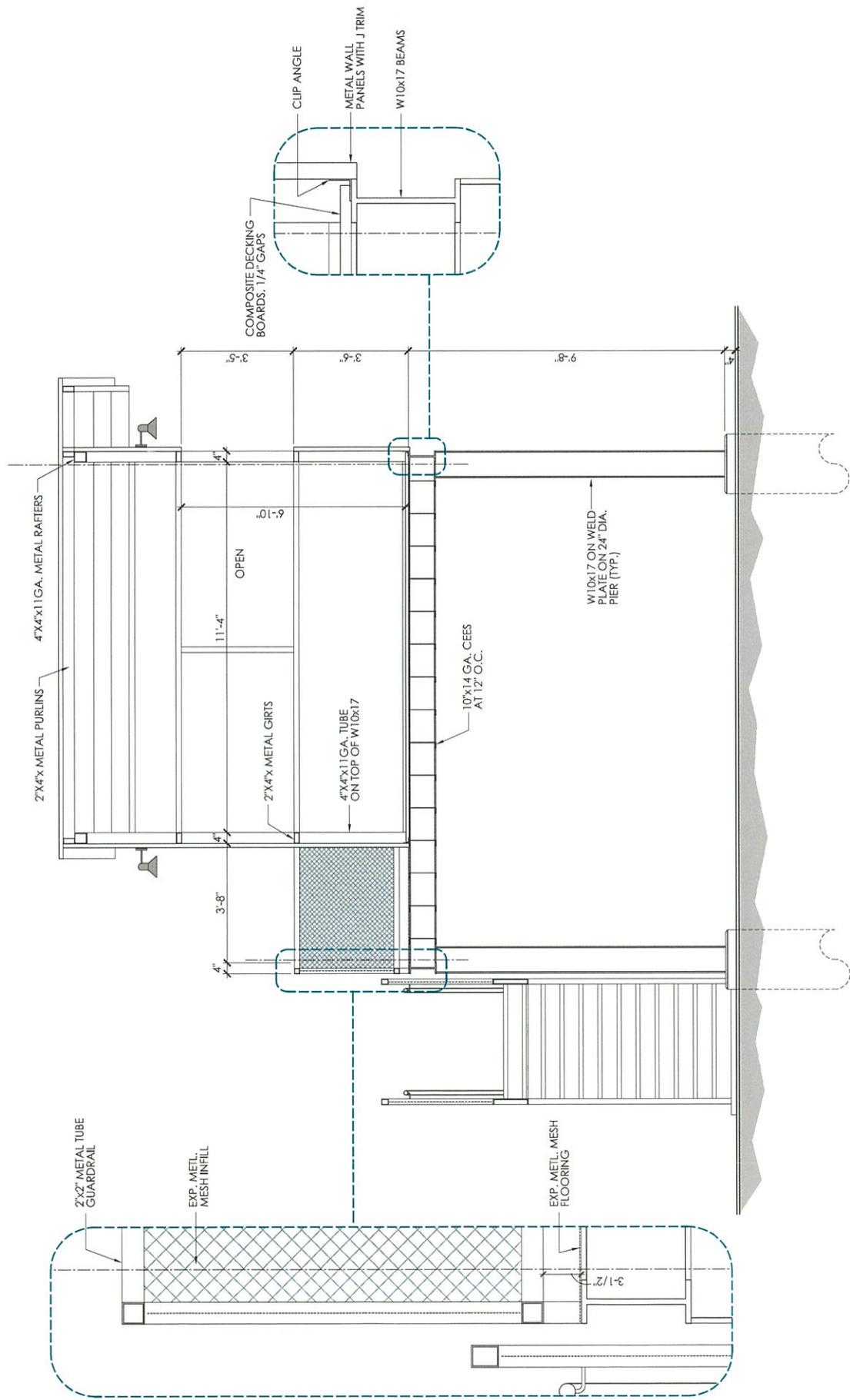
Elevations



Announcer Booth
Rodeo Arena
Lampasas, Texas

March 14, 2024

Harrison
Construction
Company
P.O. Box 456
LAMPASAS, TX 75550
CHRIS HARRISON
512.325.9270



Section A

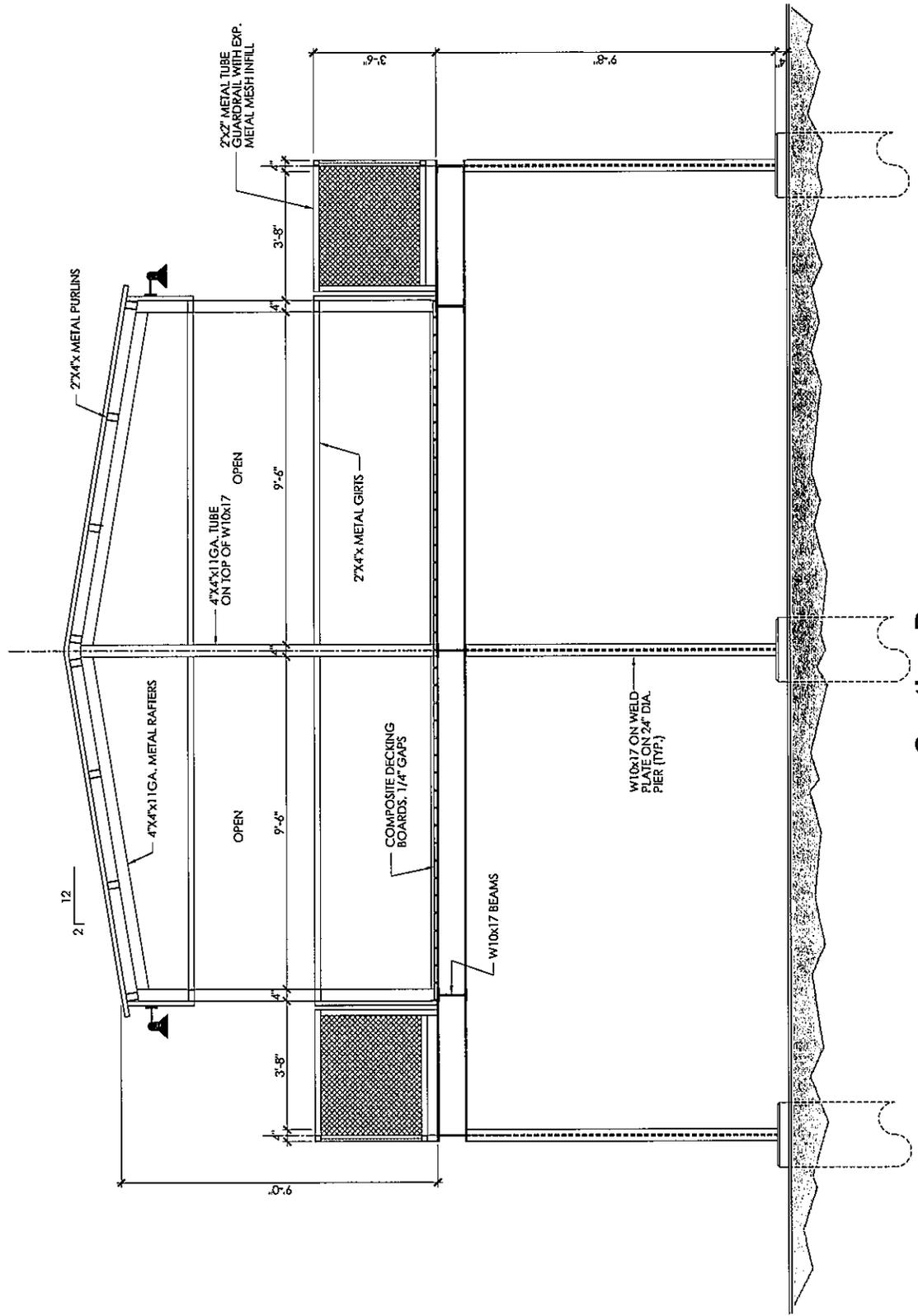


March 14, 2024

Announcer Booth
Rodeo Arena
Lampasas, Texas

Harrison
Construction
Company

P.O. Box 456
LAMPASAS, TX 75560
CHRIS HARRISON
512.525.9270



Section B



March 14, 2024

Announcer Booth
 Rodeo Arena
 Lampasas, Texas

Harrison
 Construction
 Company

P.O. Box 456
 LAMPASAS, TX 75560
 CHRIS HARRISON
 512.525.9210




City Manager

ITEM NO. WORKSHOP-4

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

Subject:

Discussion regarding renewal of the Access and Use Agreement between the City of Lampasas and the Lampasas Riding Club.

Requested By: Ryan Ward, ACM

Submitted By: Ryan Ward, ACM

Date Submitted: March 21, 2024

For the Agenda of: March 25, 2024

Procurement and Funding Statement:

N/A

Attachments: Agreement

Summary Statement:

This item has been placed on the workshop agenda to receive an update from the Riding Club regarding events at the 580 Rodeo Arena and to discuss any possible amendments and renewal of the Access and Use Agreement.

Recommendation:

Discussion only

ACCESS AND USE AGREEMENT FOR THE CITY OF LAMPASAS'
RODEO ARENA PROPERTY

STATE OF TEXAS
COUNTY OF LAMPASAS

§
§

§

ARTICLE I. PARTIES

This Access and Use Agreement for the City of Lampasas' Rodeo Arena Property (the "Agreement") is entered into on this the 11th day of December 2017 between the City Of Lampasas, Texas, a Home Rule Municipal Corporation, with a mailing address of 312 Third Street, Lampasas, Texas 76550 (hereinafter the "City"), and the Lampasas Riding Club, a nonprofit association duly created under the laws of the State of Texas, with a mailing address of PO BOX 1451, Lampasas, Texas, 76550 (hereinafter the "Riding Club"). The City and the Riding Club may be referred to jointly herein as the "Parties" and individually as a "Party."

ARTICLE II. PURPOSE OF AGREEMENT

The purpose of this Agreement is to provide for the administration, scheduling, operation and maintenance of youth and adult recreational and equestrian programs on the premises, facilities, and amenities owned by the City, located at the 580 Sports Complex (the "Premises," or the "Rodeo Arena Property") primarily for the benefit of the citizens of the City and the immediate surrounding area including, but not limited to, the members of the Riding Club. The Riding Club hereby acknowledges and agrees that the Premises and all improvements located thereon, whether currently existing or whether they are constructed or placed on the Premises in the future as set forth below in this Agreement, by the City or the Riding Club or another entity or person and regardless of which entity/individual provides the finances, labor and/or materials for construction or maintenance of such improvements on the Premises, including all buildings, fencing, infrastructure and facilities, will be used for youth and adult recreational and equestrian purposes. Further, the Riding Club recognizes and agrees that it shall be responsible for keeping the Premises open to all individuals and members of the public, not solely to those who are members of the Riding Club, subject to reasonable rules and reasonable fees for such use. The Riding Club will be responsible for complying with the provisions of this Agreement and for enforcing same, as applicable, with regard to any entity or individuals using the Premises during the Term of the Agreement.

ARTICLE III. PREMISES/RODEO ARENA PROPERTY

City hereby grants to the Riding Club the nonexclusive right to access, use, schedule, manage and conduct events of the Riding Club, subject to the terms and conditions contained in this Agreement, on the Rodeo Arena Property and associated facilities which is located at the 580 Sports Complex in Lampasas, Texas. The Rodeo Arena Property and associated facilities are generally shown on the diagram attached hereto as **Exhibit "A"** to this Agreement. In the event that the boundaries of Premises are materially changed in the future, or additional facilities are added to/or existing facilities are removed from the Rodeo Arena Property, Exhibit A shall be revised and approved by both Parties and the updated Exhibit A shall be dated, signed and appended hereto, to reflect such changes.

ARTICLE IV. CONSIDERATION/CITY PARTICIPATION

In exchange for the right to access and use the Premises, the Riding Club shall continuously maintain the Premises in a safe and sound condition, at its own expense, and shall keep the Premises and all improvements thereon in a clean condition, free of accumulations of dirt, trash, rubbish, unsightly

vegetation, vermin and debris, or other unsanitary matter. The Riding Club, at its expense, shall furnish all personnel, labor, materials, supplies, equipment, and professional services to perform all work and to take all action as shall be necessary to operate and maintain the Premises and all improvements thereon in a clean, attractive, and safe manner. Scheduling and conducting regular safety inspections of all improvements (permanent and/or temporary) located at the Rodeo Arena Property shall be the sole responsibility of the Riding Club to ensure the wellbeing and safety of the public present on the Premises as well as all attendees, participants and invitees at the Riding Club events.

On a quarterly basis during the Term of this Agreement, the Riding Club shall provide the City with an activity report detailing the number and type of events held by the Riding Club; the number of participants at each event; the number of volunteer hours required for the operation of the Premises and events held; the activities performed by the Riding Club to maintain the Premises; any expenditures made by the Riding Club related to maintenance of the Premises and improvements thereon.

The Riding Club shall be responsible for all utility costs including electric service and solid waste collection by contractor. The City shall provide at its cost, and shall not bill the Riding Club for any water or wastewater services provided to the Premises by City.

The City may, in its sole discretion and subject to availability at the time of need/request, provide manpower and equipment on an 'as needed basis' to the Riding Club to assist the Riding Club with maintenance needs of the Premises. If City personnel and equipment is not available, then the Riding club shall obtain such services from independent contractors or other sources, as needed to maintain the Premises in a good and safe condition at all times.

Subject to the Riding Club's By-Laws, the City may appoint two (2) individuals as 'members' of the Riding Club, who will attend Riding Club meetings and participate in Riding work and who will shall serve as liaisons to the City Council and provide a communication between the City and the Riding Club, as necessary or desired.

ARTICLE V. TERM OF AGREEMENT

The initial term of this Agreement shall be for a period of one (1) year, beginning on the 11th day of December 2017 and ending on the 12th day of December 2018, ("Initial Term") provided that either Party may terminate this Agreement by providing thirty (30) days written notice to the other Party, with the end of the Agreement being effective on the 31st day after the notice is received by the non-noticing Party. ("Termination") City and Riding Club shall have the option, upon mutual agreement, to renew this Agreement annually for two (2) additional successive one (1) year terms. ("Renewal Terms")

ARTICLE VI. IMPROVEMENTS BY THE RIDING CLUB

With the prior written approval of the City, but at no cost to the City, the Riding Club may cause to be designed, constructed and installed upon the Premises facilities and amenities which are consistent with the use of the Premises for youth and adult recreational and equestrian activities. The Riding Club understands and agrees that all improvements, buildings and facilities, exclusive of portable/temporary equipment and supplies, constructed or placed upon, under, or within the Premises by the Riding Club shall become and remain the exclusive and sole property of the City upon expiration or termination of this Agreement. No facilities or amenities may be constructed on the Premises by the Riding Club without the prior approval of the City related to design and location of the improvements.

When, in its sole discretion it is desirable and feasible, the City may assist the Riding Club in installing improvements on the Premises, by providing manpower, equipment and financing, subject to written terms and conditions as mutually agreed upon by the City and the Riding Club.

ARTICLE VII. USE OF RODEO ARENA PROPERTY/CITY PROPERTY

It is recognized by the Parties that the use of the Premises during youth and adult recreational and equestrian activities shall be determined by the policies, guidelines, rules and regulations developed and adopted by the Board of Directors of the Riding Club. Accordingly, the Parties agree that Riding Club shall control the scheduling of the use of the Premises, allowing opportunities for the use of the Premises by the general public as well as by the Riding Club. In addition to the policies and rules of the Riding club, all use of the Premises shall also be subject to the policies, rules, and regulations adopted and set forth by the City and administered by the City staff, as applicable for City property.

ARTICLE VIII. INSURANCE

The Riding Club shall obtain general liability insurance policy or policies in such amounts and providing such coverage as may be determined appropriate by the City. The Riding Club shall cause the City to be listed as an additional insured (or equivalent) on any general liability policy (ies) applicable to the Premises. The City shall maintain hazard insurance on the Premises.

ARTICLE IX. ACCESS AND USE BY GENERAL PUBLIC

The Riding Club hereby understands, acknowledges and agrees that members of the general public shall have the right to access and use any portion of the Premises for public use, subject to the scheduled activities, regulations and reasonable fees set by the Riding Club.

However, the Parties agree that the Riding Club may exclude the public from the Premises for the following purposes:

- 1.) Prior to scheduled events when such public use may be detrimental to preparations for the upcoming event.
- 2.) For Premises maintenance purposes.

ARTICLE X. SEVERABILITY

In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegal or unenforceable in any respect, shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or enforceable provision had never been contained herein.

ARTICLE XI. NOTICE

All notices or other communications required under this Agreement may be affected either by personal delivery, in writing, or by certified mail, return receipt requested. Notice shall be mailed to the addresses designated herein or as may be designated in writing by the Parties from time to time and shall be deemed received when signed for as either a hand delivery or signed for as certified mail sent to the following addresses:

CITY: CITY OF LAMPASAS

Attn: Mayor Misti Talbert
Address: 312 E. 3rd Street
Lampasas, Texas 76550

With Copy to: Finley deGraffenried, City Manager
312 E. 3rd Street
Lampasas, Texas 76550

RIDING CLUB: LAMPASAS RIDING CLUB

Attn: Michael Talbert, President

Address: PO Box 1451

Lampasas, Texas 76550

ARTICLE XII. ATTORNEY'S FEES

If either Party is required to bring a court action to enforce the terms of this Agreement against the other, the prevailing Party shall reimburse the other for the attorney's fees, court costs and other costs incurred obtaining that relief. Prior to filing of a claim in court, the Parties agree to attempt to resolve any dispute between them by mediation, on reasonable terms agreed upon them, and as promptly as mediation can be arranged and held.

ARTICLE XIII. INDEMNIFICATION/HOLD HARMLESS

THE RIDING CLUB, ITS AGENTS, REPRESENTATIVES, EMPLOYEES, MEMBERS, VOLUNTEERS, OFFICERS, OR OTHERS WORKING ON BEHALF OF THE RIDING CLUB, AGREE TO FULLY AND COMPLETELY INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, OR OTHERS WORKING ON BEHALF OF THE CITY, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES, LOSSES, COSTS OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR ALL TYPES OF INJURY TO AND/OR DEATH TO ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH IT OPERATION OR CONTROL OF THE RODEO ARENA PROPERTY, THIS AGREEMENT AND ANY OF THE ACTIVITIES UNDERTAKEN BY THE RIDING CLUB PURSUANT TO THIS AGREEMENT. SUCH INDEMNITY AND HOLD HARMLESS SHALL INCLUDE AND APPLY TO THE CLAIMS LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, OR LIABILITY THAT ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE RIDING CLUB, ITS EMPLOYEES, AGENTS, REPRESENTATIVES, MEMBERS, VOLUNTEERS OFFICERS, OR OTHERS WORKING ON BEHALF OF THE RIDING CLUB.

ARTICLE XI. MISCELLANEOUS

ENTIRETY OF THE AGREEMENT. This Agreement contains the entire Agreement of the Parties with respect to the matters covered herein. No other Agreement, statement or promise made by any Party, or to any employee, officer or agent of any Party, which is not contained herein shall be binding or valid, excepting a subsequent modification in writing executed by the parties to this Agreement.

WAIVER. No omission or delay on the part of either Party of due and punctual fulfillment of any obligation shall be deemed to constitute a waiver by the other Party of any of its rights to requires such due and punctual fulfillment of any other obligation hereunder, whether similar or otherwise, or a waiver of any remedy it may have.

GOVERNING LAW. In the event of any dispute arising under this Agreement, it is agreed by the Parties that the law of the State of Texas will govern the interpretation, validity, and effect of this Agreement without regard to the place or performance thereof. This Agreement shall be considered modified by the deletion of any of its terms of provisions which are necessary in order to conform with the law of any jurisdiction other than Texas to the extent that such deletion or deletions are necessary in order for the Agreement to be enforced in such other jurisdictions.

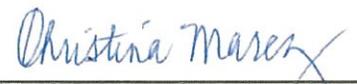
SOVEREIGN IMMUNITY. The Parties to the Agreement acknowledge and agree that nothing contained in this Agreement shall, in any way, abrogate or diminish any immunity that either entity has or may have under any applicable law.

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

IN WITNESS HEREOF, this Agreement is executed on, this 11th day of December 2017.

CITY OF LAMPASAS

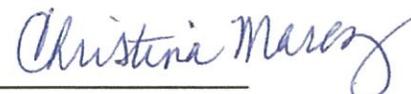

Mayor Misti Talbert

ATTEST:


City Secretary Christina Marez

LAMPASAS RIDING CLUB


President

ATTEST:


Name
City Secretary

Title


City Manager

ITEM NO. WORKSHOP-5

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

Subject:

Discussion regarding Fire Department staffing updates and surplus apparatus.

Requested By: Finley deGraffenried, City Manager

Submitted By: Joe Adams, Interim Fire Chief
Timothy Davis, Deputy Chief

Date Submitted: March 21, 2024

For the Agenda of: March 25, 2024

Procurement and Funding Statement:

N/A

Attachments:

Summary Statement:

Staff has received inquiries from organizations regarding availability of the fire departments current Engine One. With Council consideration, Staff recommends that FD retain the current Engine One to be used as a back-up during the initial in-service period of the new engine and the anticipated refurbishment of Ladder One.

Staff would also like to take this opportunity to discuss recommended changes to the fire department administrative and operational staffing.

Recommendation:

Discussion and direction only



LAMPASAS HIGH SCHOOL COUNSELING CENTER

2716 S. Hwy. 281
Lampasas, Texas 76550
(512) 564-2323
FAX (512) 564-2407

March 1, 2024

To the Lampasas City Council,

Greetings! My name is Christine Byrd, and I am a counselor for Lampasas High School. Along with meeting the emotional and broad educational needs of our students, I also serve as the CTE counselor. I work hand in hand with Mrs. Haviland, our CTE director, to establish, support and grow quality Career and Technical Education programs in our school. CTE makes a profound difference in the post-secondary outcomes for our students. Through our CTE programs, students are either prepared to leave high school workforce ready, or they are more prepared than their non CTE peers when entering post-secondary education programs.

Recently Mrs. Haviland shared with me that the city of Lampasas may be retiring a fire engine. My first thought was "Oh Wow! I wonder if they would consider donating it to our school," this is why I am writing to you today. One of the greatest challenges I have faced in my career has been having the right tools for the right job. As I know all Texans are probably aware, education funding is always tight. Somehow, we find a way to make it all work, but we often must get very creative.

Our school recently added professional fire fighting as a CTE offering. As you can imagine, this is a wonderful career training opportunity for our students. Firefighting is in demand. Our school was recently contacted by another municipality inquiring if we were graduating any fire fighters this year. Our students are being actively recruited! This is reflection on the quality of programs we are striving to build. One of our greatest challenges in providing quality CTE programs is ensuring our students have the opportunity to work with equipment they will be using on the job they are training for. Obviously, it is beyond the financial reach of our school to purchase a fire engine. That type of equipment is very expensive but think of the profound difference it could make for our students to train with a real engine and not a simulation. Our students are vested and working hard. They recently placed 2nd at the state competition for emergency services! I have been able to see the level of engagement and depth understanding increase profoundly after the recent donation of two retired Law Enforcement cruisers to Law Enforcement CTE program. Our Law team went from making it to State to placing 1st this year! Having real equipment for our students to train with makes a profound difference.

I understand this is quite a bit to ask for and completely understand if donating the engine to our school is not possible. I just wanted to reach out and let you know how much of a difference it could make here for our students. I know the engine served the community of Lampasas well. It still has the potential to serve Lampasas Students for years to come. Thank you for your time.

Respectfully,

Christine M. R. Byrd
Lampasas High School Counselor



**Lampasas High School
Emergency Services Program**
2716 S. Hwy 281
Lampasas, TX 76550
(512) 564-2310
Fax: (512)-564-2406

Dear Members of the Lampasas City Council,

I am writing this letter in hopes that our Emergency services program can be benefited by the donation of the older engine from the Lampasas Fire Department.

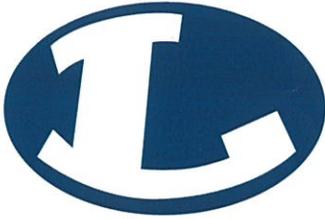
The inclusion of a fire engine/pumper in our firefighter course is crucial for several reasons. First, it will greatly enhance the hands-on training experience for our students. As future firefighters, it is imperative that they are proficient in handling and operating various fire fighting equipment, including an engine. By incorporating an engine into our curriculum, we will provide our students with valuable experience and practical skills that will significantly benefit them in their future careers.

Moreover, the inclusion of a fire engine will allow us to simulate real-life firefighting scenarios in a controlled environment. Our students will have the opportunity to practice operating a fire pump and effectively controlling and extinguishing a fire. This will not only improve their technical skills but also enhance their decision-making abilities, critical thinking, and problem-solving capabilities.

Considering the significance of a fire engine in firefighting operations, it is essential for our students to gain firsthand experience in operating this vital equipment. The knowledge and skills acquired through this practical training will not only assist them in tackling and extinguishing fires effectively, but also instill in them a sense of confidence and composure during emergency situations.

Additionally, the inclusion of a fire pump in our Firefighter Course aligns with industry standards and best practices. Firefighting agencies and organizations across the country acknowledge the importance of training individuals in the operation of fire pumps and fire pump theory. By providing our students with exposure to this equipment, we will prepare them to meet the requirements and expectations of firefighting agencies in the future.

In terms of financial implications, the purchase of a fire engine represents a valuable long-term investment that is unattainable for our program at this time. This will enable us to deliver high-quality training and ensure that our students are well-equipped to face the challenges of a firefighting career. Furthermore, this donation will contribute to the overall reputation and success of the Lampasas High School Emergency Services



**Lampasas High School
Emergency Services Program**
2716 S. Hwy 281
Lampasas, TX 76550
(512) 564-2310
Fax: (512)-564-2406

program, as it will demonstrate our commitment to providing full and practical training opportunities for our students. Acquiring this equipment will help to mitigate the expense of procuring a fire apparatus currently.

In conclusion, I strongly believe that the donation of a fire engine to the Lampasas High School Emergency Services program is justified. The addition of this equipment will enhance our training program, allow for realistic simulations, align with industry standards, and prepare our students for successful careers in firefighting. I respectfully request your support and approval for this donation.

Thank you for your time, and I look forward to hearing from you.

Kindest Regards,

Steve Haviland
Firefighter/EMT Instructor
Lampasas High School



LAMPASAS FIRE DEPARTMENT

Synopsis: The Lampasas Fire Department is currently utilizing a three-man staffing model for its first due engine company. The leadership of this department recognizes that the current staffing model is inadequate to safely and effectively perform the required and anticipated functions of a first due engine company. We therefore take the position that by transitioning to a four-man staffing model, Lampasas Fire will operate more safely and effectively in the current and evolving environment of increased call volume which involves many fire and emergency risks.

Key points from the 2010 National Institute of Standards and Technology (NIST) Fireground Study and the National Fire Protection Association (NFPA) 1710, Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, are briefly detailed below which illustrate the need for a four-man staffing model.

Scope of NIST Study: This report presents the results of more than 60 laboratory and residential fireground experiments designed to quantify the effects of various fire department deployment configurations on the most common type of fire – a low hazard residential structure fire. In addition to systematically controlling for the arrival times of the first and subsequent fire apparatus, crew size was varied to consider two-, three-, four-, and five- person staffing. Each deployment performed a series of 22 tasks that were timed, while the thermal and toxic environment inside the structure was measured. Report results quantify the effectiveness of crew size, first-due engine arrival time, and apparatus arrival stagger on the duration and time to completion of the key 22 fireground tasks and the effect on occupant firefighter safety.

NIST Study Key Points: The four-person crews completed the same number of fireground tasks (on average) 5.1 minutes faster – nearly 25% - than the three-person crew.

There was a 10% difference in the “water on fire” time between the two- and three-person crews. There was an additional 6% difference in the “water on fire” time between the three- and four- person crews. (i.e., four-person crews put water on the fire 16% faster than two-person crews).

The four-person crews operating on a low-hazard structure fire completed laddering and ventilation (for life safety and rescue) 30% faster than the two-person crews and 25% faster than the three-person crews.



LAMPASAS FIRE DEPARTMENT

The three-person crews started and completed a primary search and rescue 25% faster than the two-person crews. The four- and five- person crews started and completed a primary search 6% faster than the three-person crews and 30% faster than the two-person crew.

A report by the National Fire Academy (NFA) on fire department staffing in smaller communities, which showed that a company crew staffed with four firefighters could perform rescue of potential victims approximately 80% faster than a crew staffed with three firefighters.

One early analysis by the Seattle Fire Department for that city's Executive Board reviewed the average severity of injuries suffered by three-, four-, and five-person engine companies, with the finding that "the rate of firefighter injuries expressed as total hours of disability per hours of fireground exposure were 54% greater for engine companies staffed with three-personnel when compared to those staffed with four firefighters.

NFPA 1710:

NFPA 1710 is a standard that establishes minimum criteria for the effective and efficiency of emergency operations. It aims to protect both the safety of the public and fire department employees. Specifically, this standard focuses on the organization and deployment of the following operations by career fire departments:

1. Fire Suppression Operations: These involve combating fires and ensuring public safety during emergencies.
2. Emergency Medical Operations: Providing medical assistance and care during critical situations.
3. Special Operations: Handling unique or specialized emergency scenarios.

Recommended minimum staffing for fire suppression apparatus, and occupancy type fire ground operations is a minimum of 4 on duty for engine and truck staffing.

The "Two in/Two out Rule" requires that there must be two firefighters outside before two firefighters can make entry into an Immediately Dangerous to Life and Health (IDLH) atmosphere.

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	
1	Position		Salary without benefits	Total cost with benefits	Total cost to the City eliminating DC position	Uniform/PPE cost														Grand Total cost to the City		
2																						
3	Deputy Chief		\$ 77,400.00	\$ 98,696.00	\$ (98,696.00)	\$ 5,000.00															\$ (103,696.00)	
4																						
5	1-Firefighter		\$ 50,602.00	\$ 71,898.00	\$ 26,696.00	\$ 5,000.00																\$ 21,696.00
6																						
7	2-Firefighters		\$ 101,204.00	\$ 143,796.00	\$ (45,100.00)	\$ 10,000.00																\$ (55,100.00)
8																						
9	3-Firefighters		\$ 151,806.00	\$ 215,694.00	\$ (116,998.00)	\$ 15,000.00																\$ (131,998.00)
10																						
11																						
12	Maintaining current staffing model without eliminating DC position																					
13																						
14	1-Firefighter		\$ 50,602.00	\$ 71,898.00	\$ 71,898.00	\$ 5,000.00																\$ 76,898.00
15																						
16	2-Firefighters		\$ 101,204.00	\$ 143,796.00	\$ 143,796.00	\$ 10,000.00																\$ 153,796.00
17																						
18	3-Firefighters		\$ 151,806.00	\$ 215,694.00	\$ 215,694.00	\$ 15,000.00																\$ 230,694.00
19																						
20																				Cost difference		\$ (98,696.00)

THIS PAGE INTENTIONALLY LEFT BLANK


City Manager

ITEM NO. WORKSHOP-6

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

Subject:

Discussion and recap from Solar Eclipse Town Hall held on March 20, 2024.

Requested By: Finley deGraffenried, City Manager

Submitted By: Finley deGraffenried, City Manager

Date Submitted: March 21, 2024

For the Agenda of: March 25, 2024

Procurement and Funding Statement:

N/A

Attachments:

Summary Statement:

The final Solar Eclipse Town Hall took place on March 20, 2024. City Staff, Council, Public Safety, EMS and representatives from the Chamber of Commerce and Lampasas County reviewed planning efforts, operations manual, resources, deployment, traffic control plan, NASA and public communication. Approximately 80 citizens were present during the meeting, the information was well received with minimal questions and no notable outstanding items to be finalized. Staff is seeking direction and feedback from Council regarding any areas of focus over the next few weeks.

Recommendation:

Discussion only

THIS PAGE INTENTIONALLY LEFT BLANK



**PROCLAMATION
FAIR HOUSING MONTH
April 2024**

WHEREAS, Title VIII of the Civil Rights Act of 1968, as amended, prohibits discrimination in housing and declares it a national policy to provide, within constitutional limits, for fair housing in the United States; and

WHEREAS, the principle of Fair Housing is not only national law and national policy, but a fundamental human concept and entitlement for all Americans; and

WHEREAS, the anniversary of this National Fair Housing Law provides an opportunity for all Americans to recognize that complete success in the goal of equal housing opportunity can only be accomplished with the help and cooperation of all Americans.

NOW, THEREFORE I Herb Pearce Mayor of the City of Lampasas, Texas on behalf of the Lampasas City Council, proclaim April as Fair Housing Month

BY MY HAND, this 25th day of March 2024.

Herb Pearce, Mayor

THIS PAGE INTENTIONALLY LEFT BLANK

City Manager

ITEM NO. 13

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

Subject:

Public hearing to receive comments regarding amending Appendix A (Fee Schedule) of the City of Lampasas Code of Ordinances, Chapter 62, Solid Waste, Article III; Billing Rates and Fees related to the collection of Solid Waste.

Requested By: Yvonne Moreno, Finance Director

Submitted By: Yvonne Moreno, Finance Director

Date Submitted: March 22, 2024

For the Agenda of: March 25, 2024

Procurement and Funding Statement:

Attachments:

Summary Statement:

According to the contract, Waste Connections will receive an annual increase that follows the CPI index. This year the request is for an increase of 3.66%.

Recommendation:

Discussion only

THIS PAGE INTENTIONALLY LEFT BLANK

City Manager

ITEM NO. 1.4

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

Subject:

Public hearing to receive citizen comments regarding the approval of a Golf Cart fee increase at Hancock Park Golf Course

Requested By: Kris Morin, Golf Course Manager

Submitted by: Kris Morin, Golf Course Manager

Date Submitted: March 22, 2024

For the Agenda of: March 25, 2024

Procurement and Funding Statement:

N/A

Attachments: Ordinance

Summary Statement:

At the February 26, 2024 Council approved the lease agreement with Club Car Golf Carts for forty (40) golf carts and two (2) utility work carts. At that time, Council was advised of Staff recommendation to increase golf cart fees to offset increase in rental fees. It is Staff's recommendation to increase fees by \$5.00, please see attached fee schedule. The Golf Course Advisory Board did meet and approve the recommended fee increase at their March 14, 2024 meeting.

Recommendation:

Discussion only

THIS PAGE INTENTIONALLY LEFT BLANK

**MINUTES OF SPECIAL JOINT MEETING OF THE GOVERNING BODY
OF THE CITY OF LAMPASAS, TEXAS AND KEMPNER WATER SUPPLY CORPORATION
CALVERT MUNICIPAL BUILDING
CITY COUNCIL CHAMBERS
302 E THIRD STREET
Monday, March 4, 2024
6:00 pm Joint Session**

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
Zachary Morris
Cathy Kuehne (arrived at 6:25pm)

City Staff Present:

Finley deGraffenried, City Manager
Becky Sims, City Secretary
Van Sims, WWW Operations Manager
Stephen Sewell, Plant Supervisor

Council Members Absent:

Davis Keele
Charlie Pratus

Kempner Water Supply Corporation Staff:

John Daugherty, KWSC Director
Dennis Kliza, President BOD
Dan Christy, KWSC Board Member
Bruce Sorenson, KWSC General Manager
Sam Kier, KWSC Director
Stacy Ellis, KWSC CFO
Susan Isenburg, KWSC Office Manager
TJ Armstead, KWSC Plant Manager
Bo Wilson, KWSC District Manager

**JOINT MEETING
6:00 PM**

1	Call to order Joint Meeting with KWSC
---	---------------------------------------

Mayor Pearce called the joint meeting to order at 6:07 pm, introductions among attendees were made.

PUBLIC HEARINGS/CITIZEN COMMENT	
2	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 citizens comments

3	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.
---	---

There were no citizen comments

NEW BUSINESS	
---------------------	--

4	Review of Joint Use Accounts
---	------------------------------

Stacy Ellis, Chief Financial Officer reviewed balances to the Tank Maintenance Account, Joint Use Facility Account, and Joint Use Base Loan Account as of January 2024. (copies included in official set of minutes)

Without objection, Mayor Pearce moved to item #7.

5	Discussion regarding amendment to the 2006 Wholesale Water Supply Contract to allow City purchase of defined quantities of water from KWSC.
---	---

This item was discussed under item #7.

6	Discussion regarding status, condition, and possible conveyance of the Georgetown GST to the City.
---	--

There was no discussion on this item.

7	Discussion regarding any operational conditions affecting KWSC or the City including Delivery, Quality and Quantity of water; and action by the parties to ensure contract compliance with the Wholesale Water Supply Contract by and between KWSC and Central Texas Water Supply Corporation.
---	--

Bruce Sorenson, KWSC General Manager presented the following:

- Increase in cost to deliver water
- Possible amendments to 2006 Wholesale Water Supply Contract to allow for limited purchase by City for KWSC water.
- Renewal of Emergency Water Supply Agreement
- Ivy Mountain Tank Improvements
- Central Texas Water Supply (CTWS) performance, reliability and deliverables

Dennis Kliza- KWSC Board President took the opportunity to review the gallons per day (GPD) and gallons per minute (GPM) report for the month of February for the 190 and 580 tanks.

Finley deGraffenried, Lampasas City Manager discussed the use of contract capacity including,

- 195 capacity
- Line from IVY Mountain to 195
- City not using more than contractual per water contract

Council thanked KWSC for meeting and presenting updates to water delivery.

Adjourn- The meeting adjourned at 6:50 pm.

PASSED AND APPROVED this _____ day of _____, 2024.

Herb Pearce, Mayor

ATTEST

Becky Sims, City Secretary

**MINUTES OF SPECIAL CALLED MEETING OF THE GOVERNING BODY
OF THE CITY OF LAMPASAS, TEXAS
CALVERT MUNICIPAL BUILDING
CITY COUNCIL CHAMBERS
302 E THIRD STREET
Friday, March 8, 2024
12:00 p.m. (noon) Regular Session**

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
Charlie Pratus

City Staff Present:

Finley deGraffenried, City Manager
Becky Sims, City Secretary
Charlie Boswell, Asst Police Chief
Ryan Ward, ACM
Joe Adams, Interim Fire Chief
Timothy Davis, Deputy Chief
Stacey Ybarra, EDC Director

Council Members Absent:

Cathy Kuehne

REGULAR SESSION

ANNOUNCEMENTS

A. Call to Order

Mayor Pearce called the Regular Session to order at 12:00 pm.

Mayor, Council and Staff took a moment to wish Mr. deGraffenried a Happy Birthday.

B. Invocation and Pledge of Allegiance

Charlie Boswell, Assistant Police Chief gave the invocation and the Pledge of Allegiance to the U.S. and Texas flags were recited

C. Presentations and Proclamations

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.

Mr. Gordon Thornton addressed Council regarding closing of the Lampasas Municipal Airport during the Solar Eclipse Event. He questioned timing of notice to pilots and visitors. He cited a 120-day notice requirement through FAA and Notice of Termination. He advised of site plan for planes to park safely and possible adjacent area that will need to be mowed prior to event. He provided pictures of site plan layout from another airport regarding his idea for Lampasas. Council thanked Mr. Thornton for hid 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.
-----	---

There were no citizen comments

1.3	Public hearing to receive citizen comments for a Specific Use Permit to allow for a daycare in an area zoned Retail, described as Lot 8, Block 31, LSC 1 st Addition, commonly known as 107 W 5 th Street. Lampasas, Texas Lampasas County.
-----	---

Mayor Pearce opened the Public Hearing. Becky Sims, City Secretary advised of the following:

- The business owner is applying for a Specific Use Permit (SUP) to allow for a daycare facility in an area zoned Retail.
- The property is zoned Retail “R”, the area surrounding the property is Retail “R” and Two-Family (Duplex).
- All notifications and publications, as required by Ordinance and Statute, have been made. Staff mailed twenty-four (24) notices to property owners within 200 feet of the applicant’s property, to date Staff received two (2) notices in favor of the request and none in protest.
- This location is designated as Urban Residential in the Comprehensive Plan
 - Located along collector and arterial roadways, new neighborhood serving retail, personal service and restaurant uses may be appropriate, provided they adhere to the urban character of the area.
- The Planning Commission met on Thursday, March 7, 2024 and did recommend approval.

With no additional comments, the public hearing was closed.

2.0	MINUTES
2.1	Discussion and possible action concerning the approval of minutes of the Regular Meeting held on February 26, 2024

Council member Williamson moved to approve the minutes of the Regular Meeting held on February 26, 2024, the motion was seconded by Council member Pratus and with a unanimous vote, the motion carried. (Kuehne absent)

3.0	CONSENT AGENDA
3.1	Discussion and possible action regarding purchases and charges in excess of \$4,000 from February 1, 2024-February 29, 2024

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. (Kuehne absent)

4.0	BOARDS/DEPARTMENT REPORTS
-----	---------------------------

5.0	ROUTINE MATTERS
5.1	City Manager’s Operational Report

City Manager deGraffenried reviewed his report:

- Rural Transportation-
 - As addressed in letter from Judge Blackburn to Mr. Gleason, Public Transportation Division Director, there has been discussion among Bell County, Milam County, Coryell County and two Urbanized Zones to explore options and perform due diligence to form a new district. There have been no formal decisions to withdraw from Hill Country Transit District (HCTD). Judge Hoyer has replied to Judge Blackburn that he hopes that HCTD stays intact; however, would like to have the opportunity to join the new district since Lampasas County does connect to Bell and Coryell Counties.
- Ground Water Study-
 - This portion of the alternative/supplemental study has been completed. Hard copies can be made available upon request.

- Eclipse Town Hall
 - Wednesday, March 20, 2024 at 6:00 pm.
 - Current Reservations
 - 41 camping sites at WM Brook Park
 - 57 camping sites at 580 Sports Complex
 - 27 RV sites at 580 Sports Complex
 - At Council direction we can discuss the Airport closing at the March 25, 2024 meeting, per public comments made by Mr. Gordon Thornton, Council agreed.
- KWSC Meeting Debrief
 - 2006 Water Supply Contract has been emailed to Council as requested
 - Ivy Mountain Improvement to be considered
 - Emergency Water Contract Renewal for consideration
 - Possible consideration of amendment to contract.

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

The Mayor had no comments this afternoon.

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

There was no unfinished business.

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

7.1	Discussion and possible action to approve the first reading of an Ordinance for a Specific Use Permit to allow for a daycare in an area zoned Retail, described as Lot 8, Block 31, LSC 1 st Addition, commonly known as 107 W 5 th Street. Lampasas, Texas Lampasas.
-----	---

Mayor Pro Tem Morris moved to approve the first reading of an Ordinance for a Specific Use Permit to allow for a daycare in an area zoned Retail, described as Lot 8, Block 31, LSC 1st Addition, commonly known as 107 W 5th Street. Lampasas, Texas Lampasas, the motion was seconded by Council member Keele and with a unanimous vote, the motion carried. (Kuehne absent)

7.2	Discussion and acceptance of Certification of Unopposed Candidates for May 4, 2024 General Election for the City of Lampasas
-----	--

Council member Pratus moved to accept the Certification of Unopposed Candidates for May 4, 2024 General Election for the City of Lampasas, the motion was seconded by Mayor Pro-Tem Morris and with a unanimous vote, the motion carried. (Kuehne absent)

7.3	Discussion and possible action regarding the Order of Cancellation of the May 4, 2024 General Election for the City of Lampasas
-----	---

Council member Keele moved to approve the Order of Cancellation per the acceptance of the Certification of Unopposed Candidates as presented by the authority responsible, Becky Sims, City Secretary as required by the Texas Secretary of State, the motion was seconded by Mayor Pro Tem Morris and with a unanimous vote, the motion carried. (Kuehne absent)

7.4	Discussion and acceptance of Notice of Rescission from Brant Martin regarding Industrial Park Property located at 1203 McLean Street.
-----	---

Council member Keele moved to accept the Notice of Rescission from Brant Martin regarding the Industrial Park Property located at 1203 McLean Street, to direct staff to transition and discontinue existing contract and to consider use of property at a future meeting, the motion was seconded Council member Williamson, with Mayor Pro Tem Morris abstaining, the motion carried. (Kuehne absent)

7.5	Discussion and consideration to fill vacancy on CIP committee.
-----	--

Council member Keele volunteered to replace Mayor Pearce on the CIP committee.

Mayor Pro Tem Morris moved to appoint Council member Keele to the CIP Committee, the motion was seconded by Council member Williamson and with a unanimous vote, the motion carried. (Kuehne absent)

Adjourn- Council member Hernandez moved to adjourn the meeting at 12:30 pm, the motion was seconded by Mayor Pro Tem Morris and with a unanimous vote, the motion carried. (Kuehne absent)

PASSED AND APPROVED this _____ day of _____, 2024.

Herb Pearce, Mayor

ATTEST

Becky Sims, City Secretary


City Manager

ITEM NO. 3.1

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

Subject:

Discussion and possible to approve the second reading of an Ordinance for a Specific Use Permit to allow for a daycare in an area zoned Retail, described as Lot 8, Block 31, LSC 1st Addition, commonly known as 107 W 5th Street. Lampasas, Texas Lampasas County.

Requested By: Becky Sims, City Secretary

Submitted By: Becky Sims, City Secretary

Date Submitted: March 5, 2024

For the Agenda of: March 25, 2024

Procurement and Funding Statement:

N/A

Attachments: P&Z Packet

Summary Statement:

This is the second reading of an Ordinance

Recommendation:

To consider a motion to approve the second reading of an Ordinance for a Specific Use Permit to allow for a daycare in an area zoned Retail, described as Lot 8, Block 31, LSC 1st Addition, commonly known as 107 W 5th Street. Lampasas, Texas

THIS PAGE INTENTIONALLY LEFT BLANK

Memo



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

From: Lewann Turner, Court Clerk I

Date: Friday, March 22, 2024

Re: Monthly Report February 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	153
Convictions	87
Compliance Dismissals	14
Hrs. Community Service Completed	71
Total Dollar Amount CS	\$888
Waived for Indigency	\$5,020.10
Total Collected	\$28,883.67
Total kept by City	\$19,972.67



Finance/Utility Billing & Collection

MEMO

Date: March 20, 2024

To: Finley deGraffenried, City Manager

From: Yvonne Moreno, Finance Director

RE: Monthly Report for February 2024

Finance Department:

- * Gathered information for auditors for final audit
- * 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.
- * Worked on sewer averaging for billing with utility billing clerk.
- * 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 February was \$281,803 which is a decrease of 4.0% from February 2023.
- * Reconciled 18 bank accounts
 - Processed 412 Accounts Payable Checks
 - Processed Bi-Weekly Payroll and Longevity Checks

Utility Department:

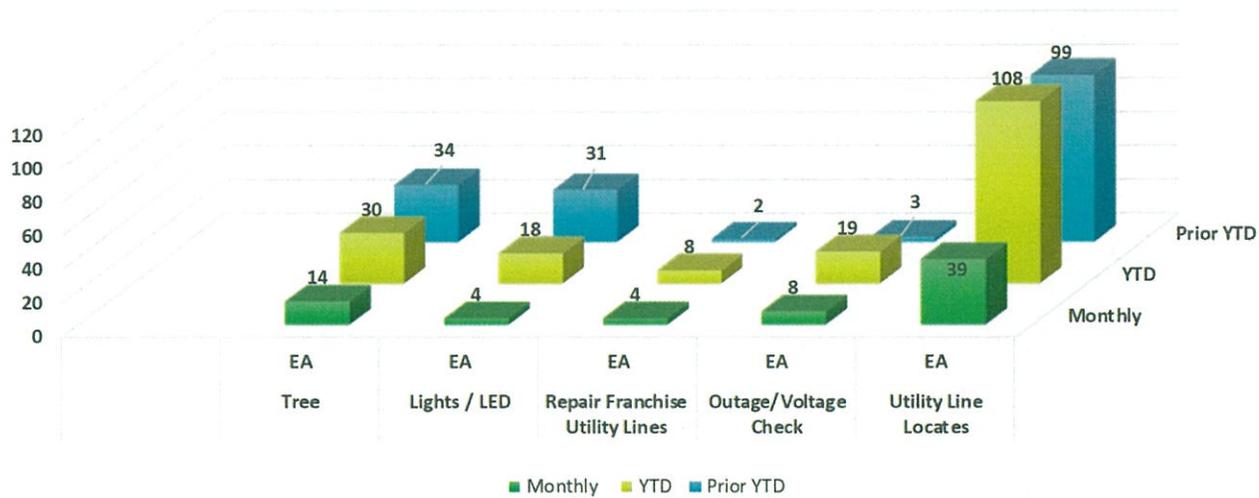
- The Electric billing for February 2024 was 26% higher than what was billed in February 2023. The Water billing for February 2024 was 6% higher than what was billed in February 2023.
- February Statistics for the department:

Total Water Customers	3,628
Total Wastewater Customers	2,901
Total Electric Customers	5,131
Residential Garbage Customers	2,787
Connects:	36
Disconnects:	28
Read In/Read Out:	41
Disconnects for Non-Pay:	15 (8 reconnected)

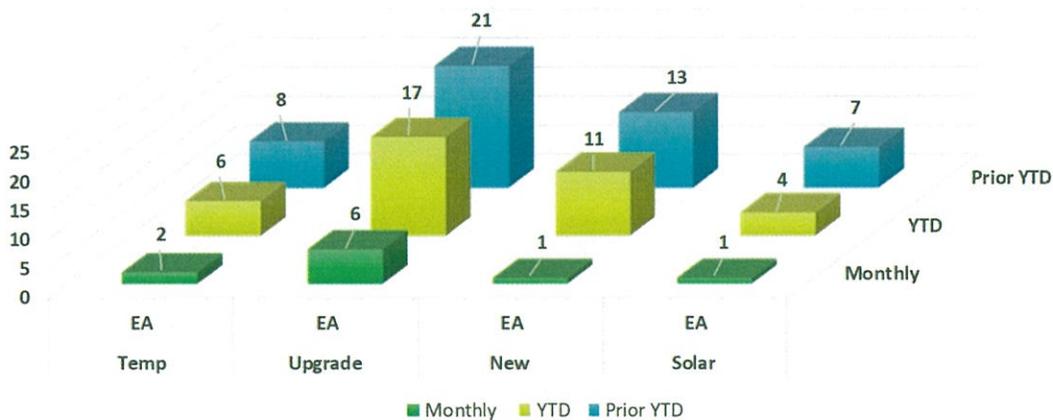
(days under 35 degrees we will not disconnect)

Electric Department

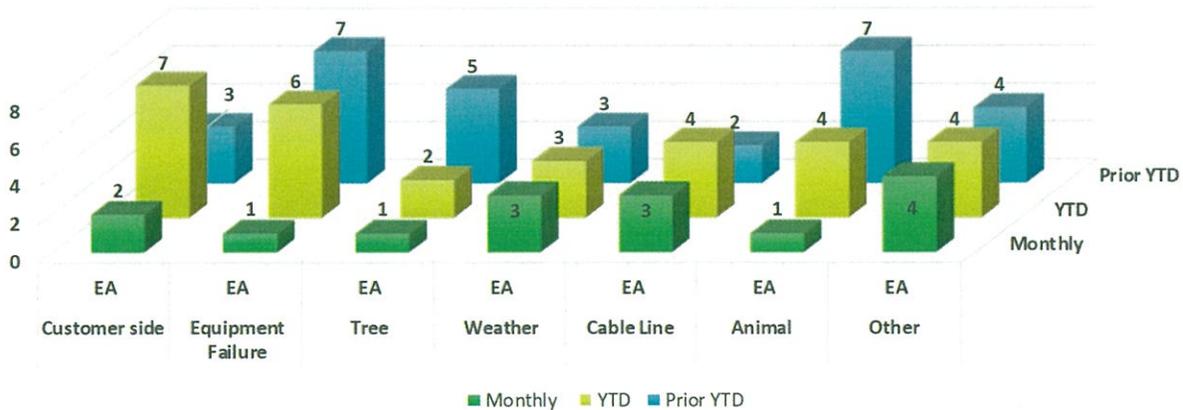
Work Orders



Connects

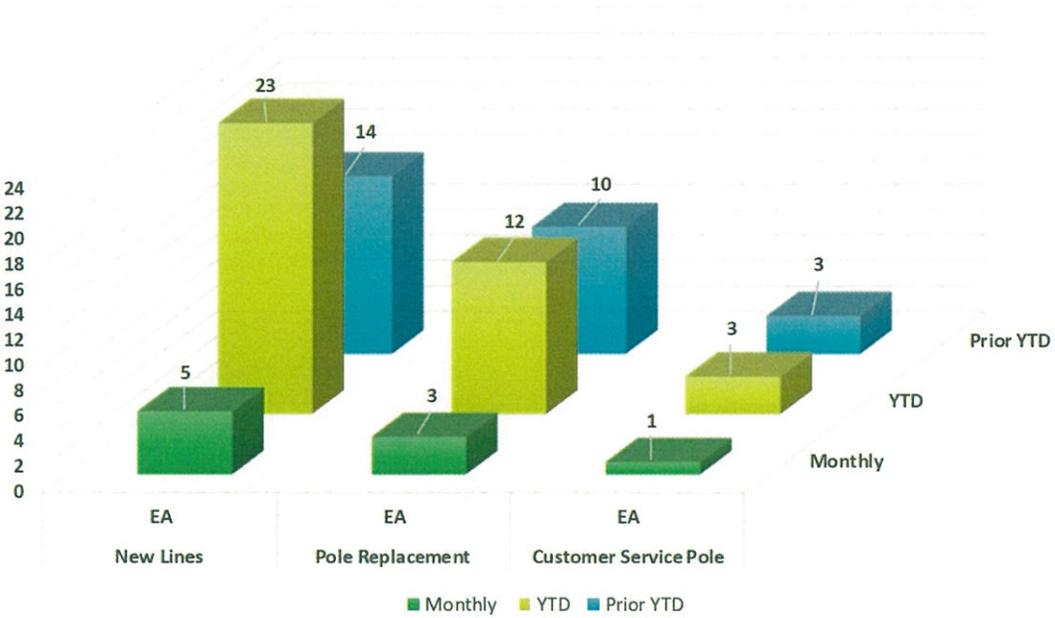


Overtime Call-outs

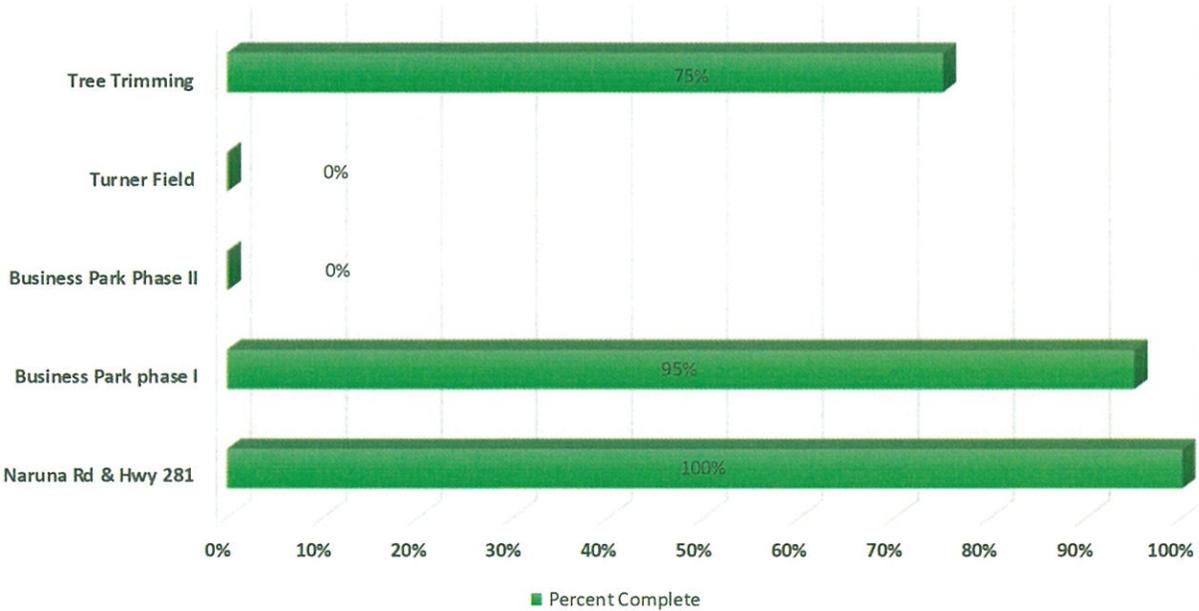


Electric Department

Pole Installation

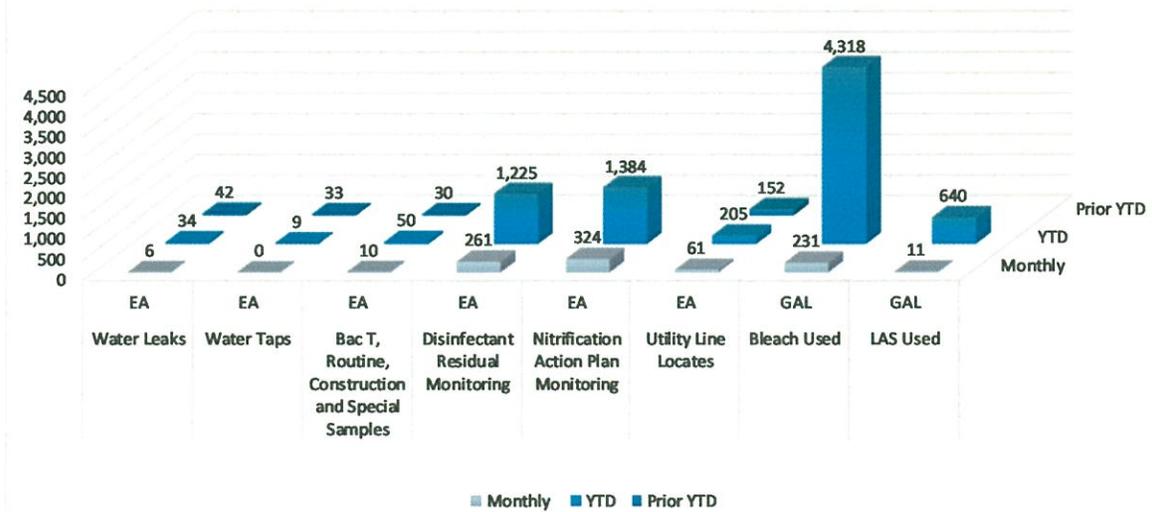


Projects

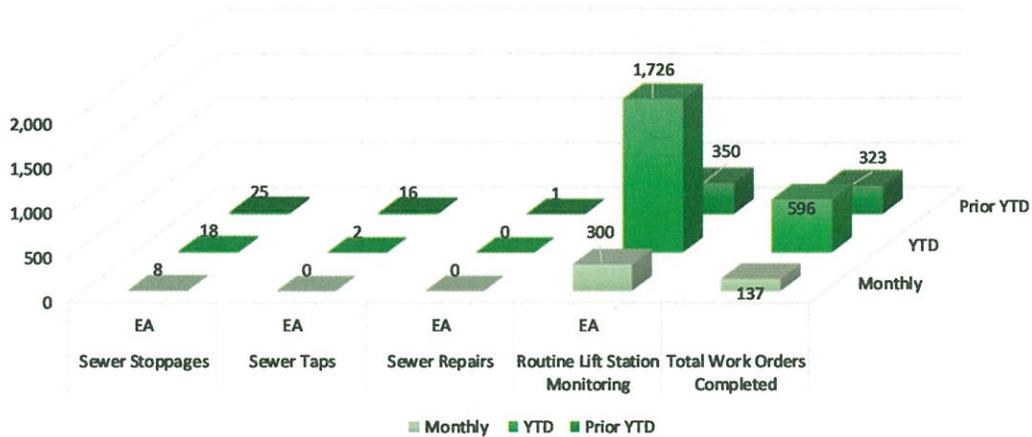


Water/Waste Water Department

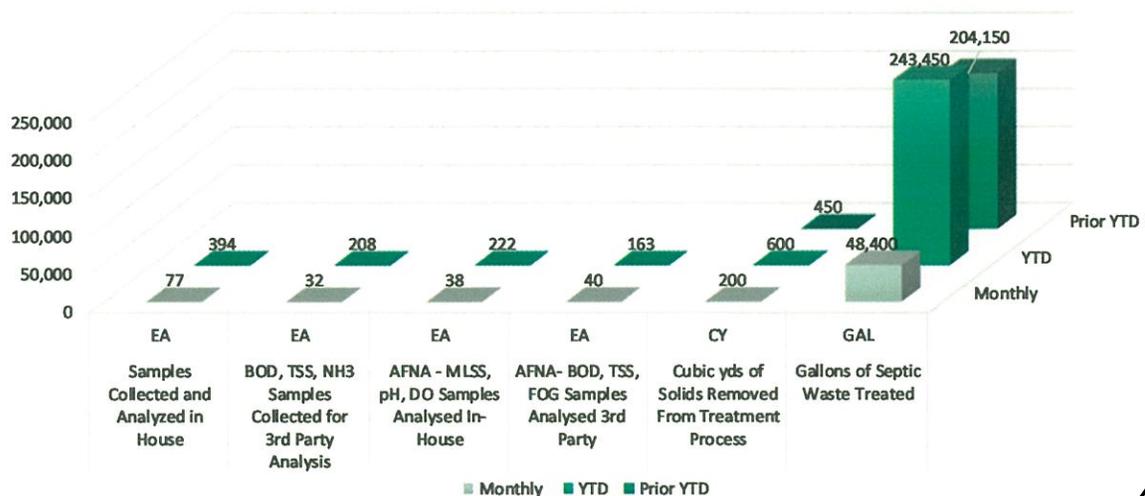
Water Distribution System



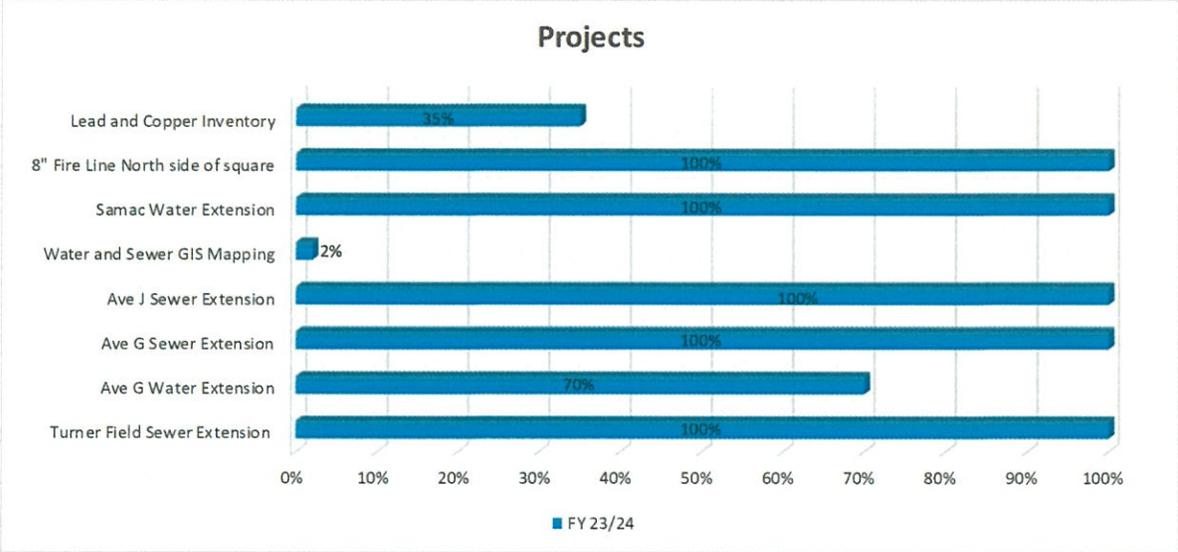
Wastewater Collection System



WWTP & AFNA Treatment Facilities

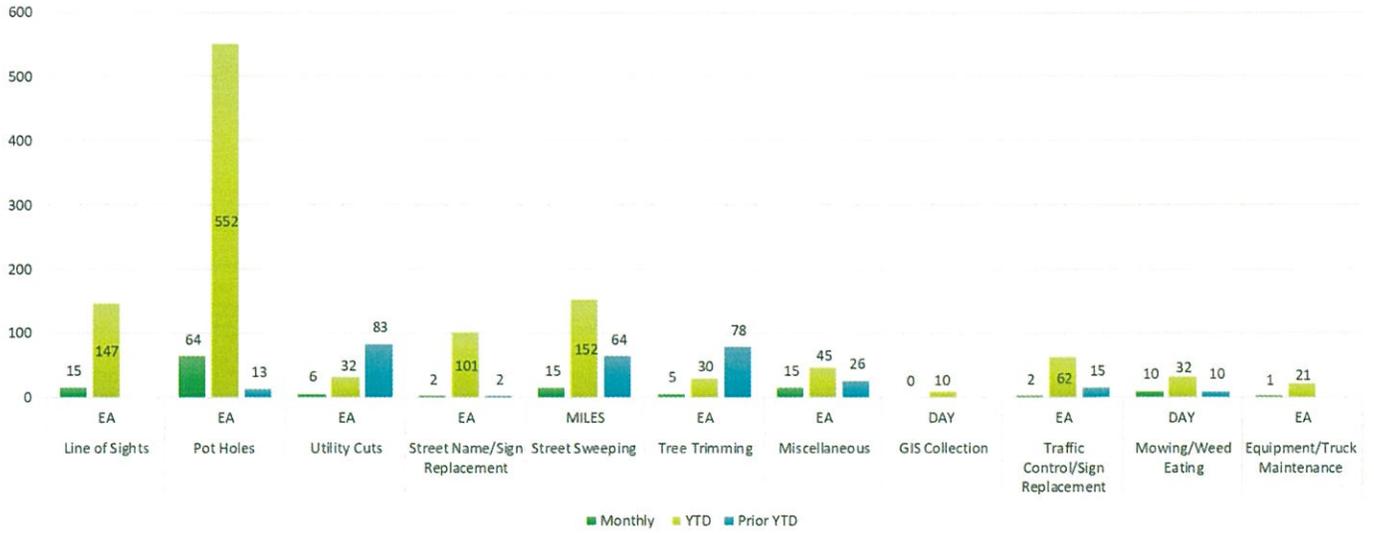


Water/Waste Water Department

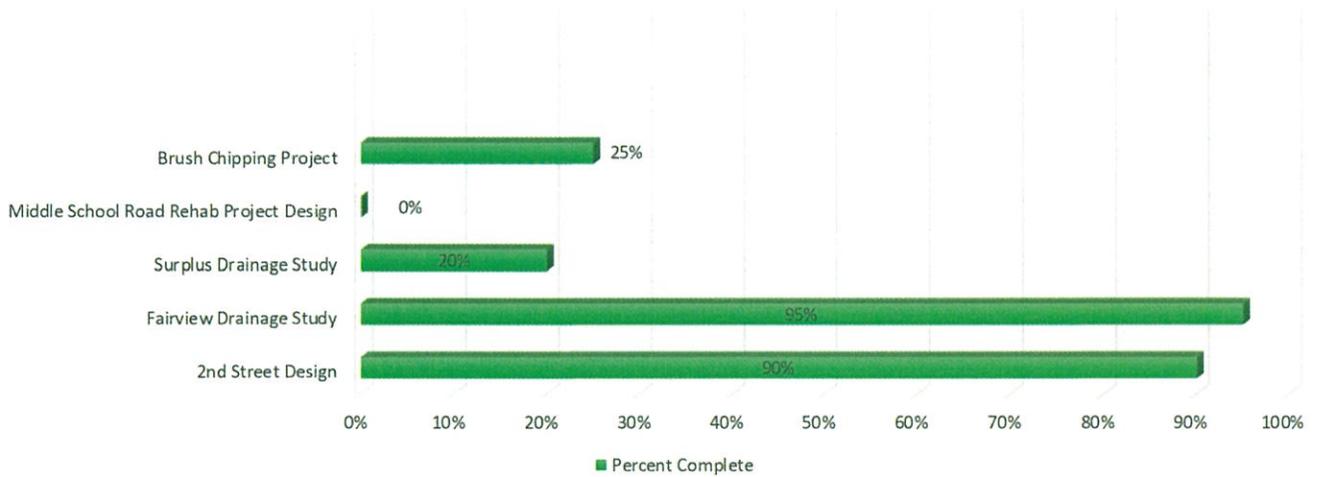


Street Department

Work Orders



Projects





Memo

To: City Manager Finley deGraffenried

From: Police Chief Jody Cummings

Date: 03.20.24

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

1. Chief of Police Jody Cummings attended 2 regular City Council workshops and Council meetings.
2. Chief Cummings attended 4 Director's meetings.
3. Chief Cummings hosted 5 staff meetings.
4. Chief Cummings attended a "Chief's Meeting" hosted by Highway Patrol Sergeant McKitrick.
5. Patrol Lieutenant Chuck Montgomery m/w Spring Ho President Mandy Walsh ref Spring Ho '24.
6. Chief Cummings represented the City on Lampasas Radio's morning show.
7. Chief Cummings attended an Eclipse Meeting at the County's Law Enforcement Building.
8. Chief Cummings attended a city Eclipse meeting at the Calver Building.
9. Chief Cummings attended a CIP meeting.
10. Assistant Chief Boswell attended a (second) "Chief's Meeting" for the month.
11. Chief Cummings attended an Eclipse Meeting at the Calvert Building.
12. Chief Cummings, AC Boswell, Lt. Montgomery and Communications Supervisor Kelli Sanguinet each attended a Solar Eclipse Call Taking class at the CTCOG and/or Copperas Cove PD.
13. Lt. Montgomery coordinated the arrival, equipping and deployment of one new patrol vehicle, an animal control pickup and an investigator pickup.
14. AC Boswell continued supervising the construction of the cattery at the Lampasas Animal Shelter
15. AC Boswell coordinated for the PD flower beds to be spruced up in anticipation of Spring.
16. Lampasas Animal Shelter Supervisor Kasey Schwartzer attended one City Council Meeting to support to shelter-volunteers who received Community Champion Awards.
17. The Animal Shelter hosted a volunteer "walk day" where every shelter dog was walked.
18. The Animal Shelter hosted a Large Trap, Neuter and Return Day at the Shelter.
19. The Animal Shelter hosted a Shelter Party to celebrate the past year's success to include: increased live release rates, a new foster program, cattery/building extension and more.
20. The Animal Shelter hosted an Extended Hours-Volunteer Day.

Lampasas Fire Department

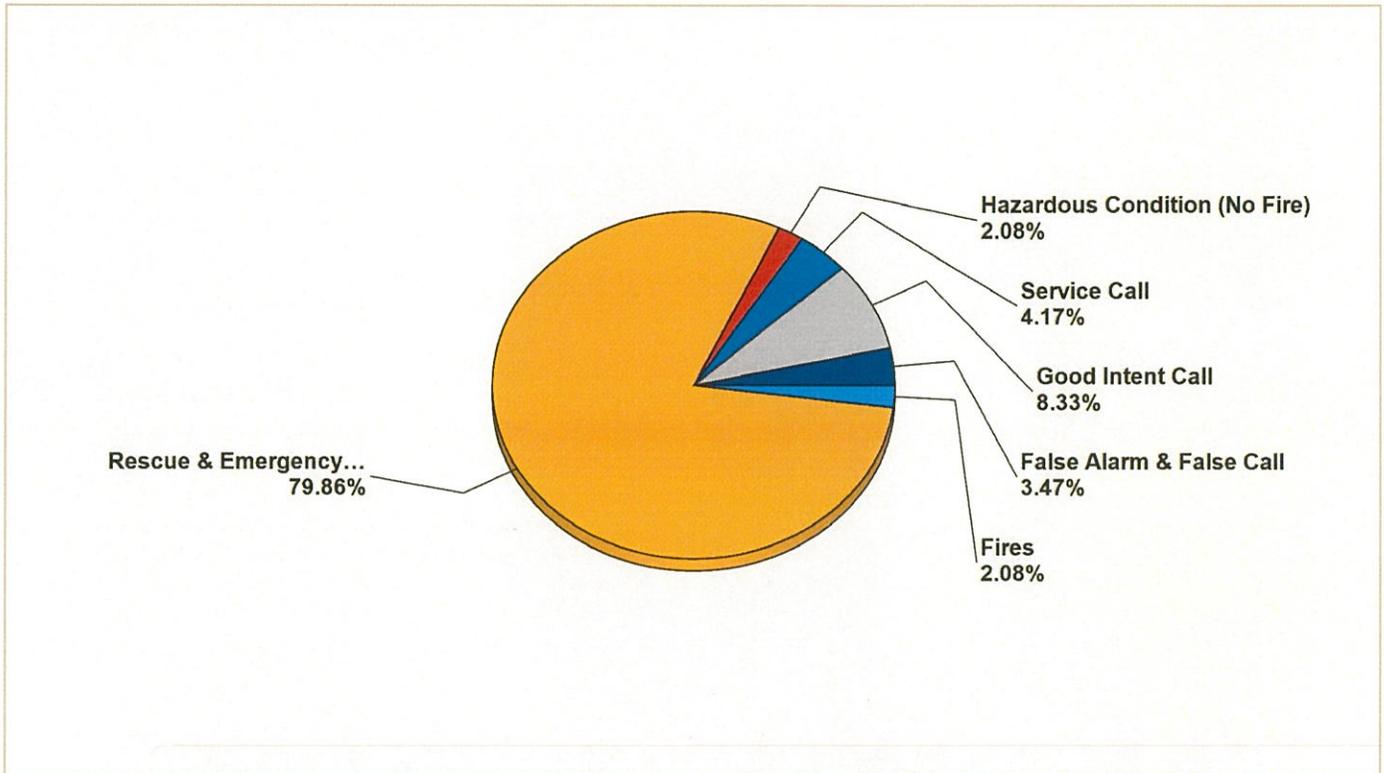
Lampasas, TX

This report was generated on 3/4/2024 11:06:05 AM



Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 02/01/2024 | End Date: 02/29/2024



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	3	2.08%
Rescue & Emergency Medical Service	115	79.86%
Hazardous Condition (No Fire)	3	2.08%
Service Call	6	4.17%
Good Intent Call	12	8.33%
False Alarm & False Call	5	3.47%
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
131 - Passenger vehicle fire	1	0.69%
142 - Brush or brush-and-grass mixture fire	1	0.69%
143 - Grass fire	1	0.69%
311 - Medical assist, assist EMS crew	101	70.14%
322 - Motor vehicle accident with injuries	4	2.78%
324 - Motor vehicle accident with no injuries.	10	6.94%
412 - Gas leak (natural gas or LPG)	2	1.39%
480 - Attempted burning, illegal action, other	1	0.69%
553 - Public service	1	0.69%
561 - Unauthorized burning	5	3.47%
611 - Dispatched & cancelled en route	8	5.56%
622 - No incident found on arrival at dispatch address	2	1.39%
651 - Smoke scare, odor of smoke	2	1.39%
700 - False alarm or false call, other	2	1.39%
730 - System malfunction, other	1	0.69%
743 - Smoke detector activation, no fire - unintentional	1	0.69%
745 - Alarm system activation, no fire - unintentional	1	0.69%
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



Cemetery

To: Chris Eicher
From: Jacob Rivera
Date: March 15, 2024
Re: Monthly Report- February 2024

Brief Monthly Overview – Cemetery

- Marked headstones for Lampasas Monuments and Kempner Monuments
- Site sales
- Cleaned perpetual care sites of flowers and reglued fallen vases
- Packed and leveled older graves that have settled
- Backfilled any sunken graves
- Straighten small headstones per customer request
- Removed gravel from customer plot and added black dirt for the elderly
- Sifted dirt for future funerals/cremations
- Edged, cut and mowed back section of the east side
- Trimmed trees
- Watered trees and set sprinklers
- Measured for fencing on back gate
- Shopped for new pole reflectors
- Plot verification
- Attended Cemetery Association Meeting
- Road work on block 4/Potters, as well as 2 dirt pile removals
- String lined and marked 2 plots for curbing
- Picked up and hauled off broken limbs inside blocks /customer curbing
- Checked trash cans daily
- Did maintenance on all cemetery vehicles

Memo

To: Chris Eicher
From: Steven Knowlton
Date: March 15, 2024
Re: Monthly Report – February 2024

Parks Facilities

Brief Monthly Overview – Parks Facilities

Weekly Activities

- 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

- Lubricated and set reels to bed knife on turf mower
- Installed 4-inch teeth on nail dragger
- Cleaned baffles and lubricated SCAG#1
- Installed right rear reel assembly, lubricated, oil changed, back lapped and replaced two “L” pins on John Deere 77700A
- Reported to LPD the theft of battery from John Deere tractor parked at Turner Complex
- Purchased and installed battery on tractor

Goodrich Tennis Courts

- Blew leaves off tennis courts, mulched leaves, cleaned dirt and debris off concrete

Gavin Garrett Soccer Complex

- Irrigated with 47,970 gallons of water
- Herbicide parking lot and old water plant

Turner Complex

- Edged, cut and mowed
- Nail and matt dragged Turner and Weeas Fields
- Applied 700 lbs. of conditioner to Turner fields
- Applied 300 lbs. of conditioner to Weaks fields
- Mowed Weaks field
- Repaired coupling at Gyco Field Zone 11
- Dug old ICV valve and replaced with a Hunter ICV valve box
- Replaced two rotors with 4-inch Hunter 125 rotors at Turner field
- Tested irrigation repairs for leaks

580 Sports Complex

- Mowed softball fields
- Edged, cut and mowed complex
- Painted soccer field #1
- Applied herbicide at shop area and parking lot

- Replaced clips on soccer goals on soccer field #1
- Rebuilt batter boxes and pitching area with 350lbs. of clay
- Removed old pitching plate, installed two anchors with concrete at 40ft and 50ft. installed new pitching plate
- Installed additional first, second and third base anchors with concrete
- Dragged, painted foul lines and chalked softball fields for 14U fastpitch tournament

Memo



To: Chris Eicher, Parks and Recreation Director
From: Jessie Acosta
Date: March 15, 2024
RE: Monthly Report-February 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

- Install new engineered wood mulch at the Brook Park playground
- Edge, cut and mow City Hall complex (biweekly)
- Edge, cut and mow Sueann Park and drainage area (biweekly)
- Edge, cut and mow Hancock Park, Pool and Hostess House Property (biweekly)
- Trim trees at Hancock Pool and parking lot
- Edge, cut and mow Gavin Garret Soccer Complex (biweekly)
- Remove silt in Ruth Eakin drainage and disperse along creek bank by Hancock pool
- Edge, cut and mow College Street Park, Colored School and church properties (biweekly)
- Edge, cut and mow Library properties
- Edge, cut and mow at four corners
- Edge, cut and mow Cook Cemetery
- Assisted Sports Facilities crew load and transport engineered wood mulch from Turner Complex to playground at 580 Sports Complex
- Edge, cut and mow Airport property
- Replace United States and Texas flags at City Hall and Calvert building
- Deliver 50 bags of red mulch to nature park
- Edge, cut and mow Brook Park (biweekly)
- Install infant swing at College Park playground
- Edge, cut and mow Campbell Park, Hanna Springs Pool and Avenue A properties
- Edge, cut and mow Head Start and Senior Center
- Edge, cut and mow island at Highway 281 and Walnut
- Clean and prepared Parks shop for Duane Griffith retirement lunch
- Applied Herbicide along concrete joints at City Hall complex
- Remove and cover graffiti inside men's restroom at Campbell Park

- Rake and level mulch at Brook and Sueann playgrounds; blow off sidewalks and gazebos in all parks
- Clean Parks shop, restroom and breakroom (weekly)
- Vehicle and Equipment maintenance (as needed)

Memo



Parks & Recreation

To: Chris Eicher, Parks & Recreation Director
From: Lupe Charping, Parks Secretary
Date: March 15, 2024
Re: Monthly Report – February 2024

Brief Monthly Overview – Parks & Recreation

Lupe Charping, Parks Secretary

- Met with Parks, Parks Facilities and Cemetery supervisors
- Processed all Purchase orders for Parks, Parks Facilities and Cemetery
- Answered all inquiries regarding Airport, Parks facilities, Parks and Cemetery
- Attended Directors meeting representing the Parks Department
- Order supplies for Parks, Cemetery and Parks Facilities
- Attended Solar Eclipse Meeting on February 21,2024
- Took reservations for Hancock Pavilion and Campbell Pavilion
- Working on filing and organizing files
- Updated Airport hangar waiting
- Assisted with various ongoing projects

Memo

To: Finley deGraffenried, City Manager
From: Monica Wright, Director of Information Systems
Date: Wednesday, March 13, 2024
Re: February 2024 Monthly Report



Information
Systems

Service Tickets - Social Media - Website Stats

IT Service Tickets	258
Facebook Followers	7,973
Twitter Followers	772
Instagram Followers	841
Website Page Views	44,609

IT Supported Hardware & Software

PCs	99	Wireless Access Points (WAP)	16	Servers	30
Laptops	60	Verizon Aircards	23	Firewalls	3
Printers	78	Network Attached Storage (NAS)	5	Tablets	15
Switches	22	Apple iPhones	36	Software Applications	30+
CC Reader	8	Security Cameras	20	CradlePoint Routers	20
Time Clock	4	WatchGuard Dock	8		

February Projects Completed:

- Meetings w/ AT&T engineers regarding new fiber circuits/diversity path/project timeline
- Configured/replaced City Secretary laptop
- Configured/enabled screensaver policies for City network
- Created Parks application for use of facilities fillable form on website
- Ordered (2) mini PC's for Golf Course/configured/installed
- Configured/replaced Cemetery Pontem PC/migrated Pontem database
- Attended Solar Eclipse meetings
- AT&T Fiber Circuit (1GB) configuration/installed
- AT&T Fiber Circuit (500MB) configuration/Installed
- Assisted Cardinal Tracking on new MobileCite software update/configuration
- Assisted Cardinal Tracking on PD Active 911 email server configuration for alerts
- Updated Solar Eclipse content on website
- Replacement desktop PCs in various departments
- Activated network/email/Incode accounts/cell phones for new hires
- Rebuilt laptop to be used at City Hall for permitting
- Updated personnel POC/picture on website
- Obtained quotes for (2) replacement PD toughbooks/ordered
- Worked with Verizon to move all Public Safety lines to priority access
- Attended NOC Onboarding CradlePoint meeting/setup notification alerts
- Ordered (2) new PD cell phones/configured/issued out
- Signed up for GETS/WPS Program (priority cell service outside network)

March Projected Projects:

- Meeting with AT&T engineers to discuss IP Block configuration/migration with new 1GB & 500MB dedicated fiber circuits
- Assign new static IP block to dedicated services on network
- Configure network/firewall with new IP block
- Schedule migration to new 1GB dedicated fiber circuit
- Schedule migration to new 500MB dedicated fiber circuit
- Quote from Nextlink for internet service at Campbell Park
- Quote from Nextlink for internet service at W.M. Brook Park
- Obtain quote from Nextlink to extend internet from Golf Maintenance Shop to Hancock Pool/execute contract
- Setup/configure Wi-Fi settings at Hancock Pool internet
- Configure/setup security cameras at Hancock Pool

- Configure/issue out (2) PD replacement toughbooks
- Obtain quotes/order (2) Pool iPads for Time & Attendance
- Configure/issue out (2) Pool iPads
- Obtain quotes for large format scanners/plotters
- Install firmware updates to PD CradlePoint routers
- Setup PD CradlePoint Routers as Wi-Fi hotspots for Eclipse
- Configure/replace City Managers cell phone
- Azbell onsite to replace handheld wireless microphone at Calvert Building
- Install Golf barcode scanner at Point of Sale PC
- Attend Solar Eclipse staff meetings/Town Hall meetings
- Update Solar Eclipse content on website
- Order photo contest prizes
- Order/configure/install AT&T wireless backup CradlePoint device
- Replacement desktop PCs in various departments
- Deploy Mobile Device Management (MDM) Solution on all City cell phones/tablets
- Deactivate network/email user accounts for employees leaving/archive their documents/emails
- Obtain quote for (2) tablets/order/configure/issue out
- Upgrade OS on all PCs/laptops to Windows 11 OS

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 WWWW 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)***
- AT&T dedicated fiber circuit install (1GB) ***(completed)***
- AT&T dedicated fiber circuit install (500MB) w/ diverse path ***(completed)***
- Obtain quotes/configure/replace (2) PD Patrol Toughbooks ***(in progress)***
- Obtain quotes/configure/replace (14) desktop PCs ***(in progress)***
- Implement Verizon Mobile Device Management Solution ***(in progress)***
- Obtain quotes/configure/replace (1) NAS Synology file server
- Obtain quotes/configure/replace (4) laptops
- 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/PD 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**)

LAMPASAS PUBLIC LIBRARY

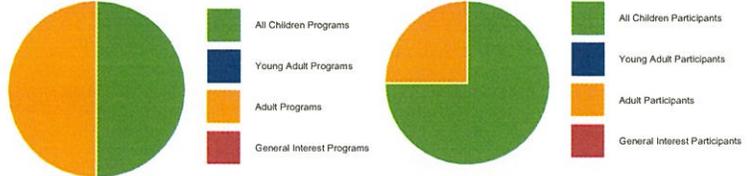
FEBRUARY 2024

Circulation	We circulated 3,946 items in February, which is down 1.1% from January (3,989). We were closed February 19 for Presidents' Day.
Door Count	There were 2,991 visitors during February, which is up 1.3% from January (2,953).
Internet Usage	There were 278 Internet sessions in February, exactly the same as January.
Wifi Usage	In February, 134 unique visitors accessed our wifi network. This is up 19.6% from last month. Our total number of visits in February was 366 (up 15.5% from January). (See attached infographics as well.)
Text Interactions	We communicated, via text messages, with 129 unique phone numbers in February, which is down 4.4% from January (135). We sent/received a total of 584 messages, which is up 6.8% from last month.
Video Streaming	We had 18 clicks in the adult collection (up 350% from January) and 22 clicks in the kids' collection of videos (up 633.3% from January), for a total of 47 (up 471.4% overall).
February Programs	In February, we had 2 staff story times, How Pinteresting!, Cornelia Key Book Club, STEAM Day, 42 Club, and a Book Tasting. Nancy, one of our volunteers, continues to provide story time at Heritage Daycare twice a month.
Upcoming Programs	In March, we will join the Friends of the Night Sky in hosting "The Stars at Night" star party at the old middle school cafeteria; library staff will also head up the kids' activities at the event. We will also have a table set up with eclipse merchandise and DPIL information. Our programs also include two staff story times, How Pinteresting! (button art), Cornelia Key Book Club, 42 Club, STEAM Day (Star Wars/Space theme), a Glow Party for grades 6 and up, and a book signing with James Preece. We will also provide the monthly painting class at the Estates of Lampasas. Then, during Spring Break, we will have three separate opportunities for kids to paint miniature chairs (a fun new addition to our Painted Chair Event), a kids' "galaxy" painting class, and Family Trivia Night.
Holiday Closure	The Library will be closed March 29-30 for Good Friday/Easter.

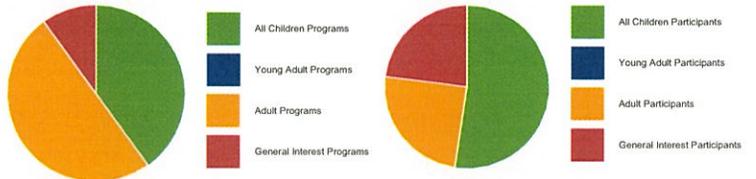
Lampasas Public Library

October, 2023 - February, 2024

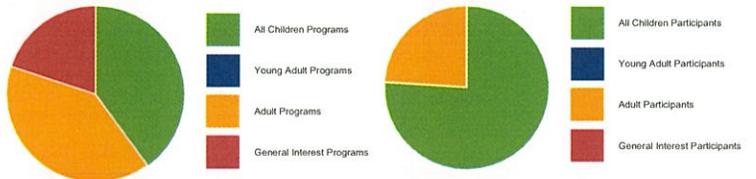
October					
Overview					
All Children Programs	4	50%	All Children Participants	57	75%
Young Adult Programs	0	0%	Young Adult Participants	0	0%
Adult Programs	4	50%	Adult Participants	19	25%
General Interest Programs	0	0%	General Interest Participants	0	0%
Total Programs	8		Total Participants	76	



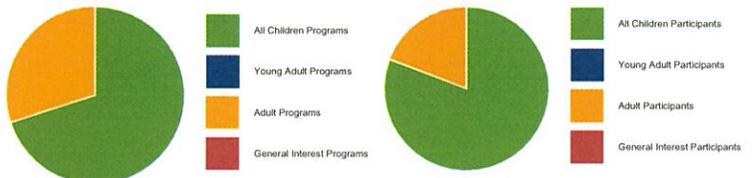
November					
Overview					
All Children Programs	4	40%	All Children Participants	68	52.31%
Young Adult Programs	0	0%	Young Adult Participants	0	0%
Adult Programs	5	50%	Adult Participants	32	24.62%
General Interest Programs	1	10%	General Interest Participants	30	23.08%
Total Programs	10		Total Participants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



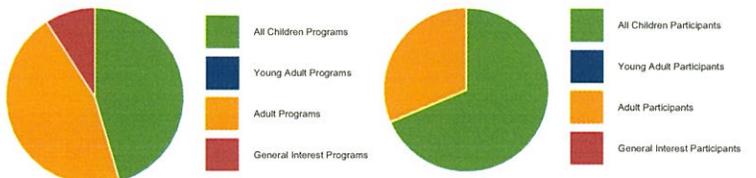
December					
Overview					
All Children Programs	2	40%	All Children Participants	38	76%
Young Adult Programs	0	0%	Young Adult Participants	0	0%
Adult Programs	2	40%	Adult Participants	12	24%
General Interest Programs	1	20%	General Interest Participants	0	0%
Total Programs	5		Total Participants	50	



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	

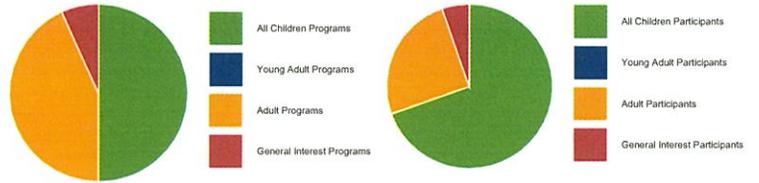


February					
Overview					
All Children Programs	5	45.45%	All Children Participants	109	68.55%
Young Adult Programs	0	0%	Young Adult Participants	0	0%
Adult Programs	5	45.45%	Adult Participants	50	31.45%
General Interest Programs	1	9.09%	General Interest Participants	0	0%
Total Programs	11		Total Participants	159	



Lampasas Public Library October, 2023 - February, 2024

Year in Review					
Overview					
All Children Programs	22	50%	All Children Participants	390	69.52%
Young Adult Programs	0	0%	Young Adult Participants	0	0%
Adult Programs	19	43.18%	Adult Participants	141	25.13%
General Interest Programs	3	6.82%	General Interest Participants	30	5.35%
Total Programs	44		Total Participants	561	



Lampasas Public Library

February-2024

In February, 134 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



366 ↑ 15.46%

Monthly Sessions



311 ↑ 11.47%

Total Visits



134 ↑ 19.64%

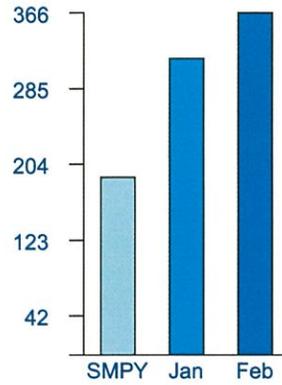
Unique Visitors



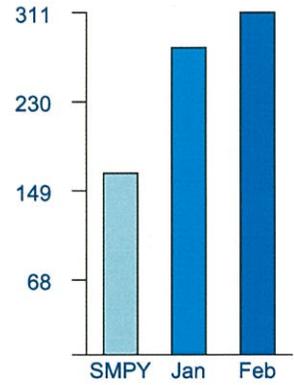
2.32 ↓ -6.83%

Average Return Rate

Total Monthly Session Count

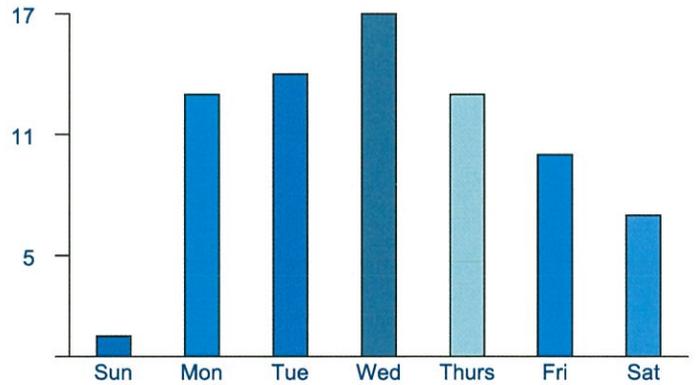


Total Monthly Visits

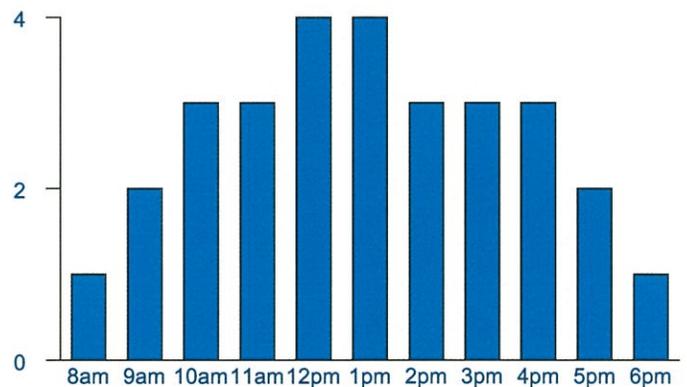


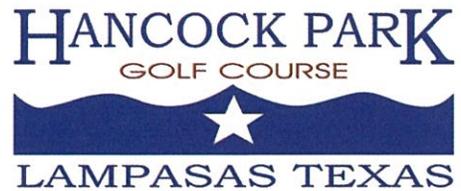
*SMPY: Same Month Prior Year

Average Daily Visits



Average Peak Hourly





MEMO:

To: Finley deGraffenried, City Manager

From: Kris Morin, Golf Course Manager

cc: City Council Members

Date: March 19, 2024

Re: Monthly Report, February 2024

- Weekly mowing and maintenance of the golf course.
 - Greens were mowed once a week (weather permitting)
- A second application of a contact and systemic herbicide was applied to all greens to eradicate *Poa annua* that had germinated on several greens.
 - This follow up application gave 95% control of *Poa annua*, and a third application shouldn't be necessary
- Applied 1,400 lbs. of Gypsum on the greens for the entire month.
 - Gypsum was applied at a rate of 8 lbs / 1000sqft every week to all greens
- Began a monthly granular (custom blend) fertilizer on all greens and tee boxes
- Began a monthly liquid fertility program on all greens, which included an addition of the following:
 - Fungicide- Aide in disease prevention
 - Insecticide- Aide in insect prevention
 - Wetting Agent- Aide in retention of moisture on greens
 - Growth Regulators- Aide in lateral growth of Bermuda on greens
- Applied 6 lbs / 1000sqft of potash to all tee boxes
- The maintenance crew repaired a 2.5" lateral water line that blew out on 18 fairway, and numerous repairs were made to the irrigation lines around 18 green.

- Numerous repairs and updates were made to our John Deere triplex mower, to ensure its ready to use as a vertical mower for greens this spring and summer.
- 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.
- Van Berry officially retired on February 29, 2024.

THIS PAGE INTENTIONALLY LEFT BLANK

City of Lampasas

M E M O

To: Mayor and City Council
 From: Finley deGraffenried
 Re: Manager's Report
 Date: 22 March 2024

- NextLink** At the recent LEDC meeting, Chris Huffman, NextLink, reported that the fiber deployment in Lampasas had been slowed, however; the extension of service was still planned. The timeframe has not been determined, based on other deployment and interest rates, but Chris indicated the saturation of customers was at an acceptable level. The attached report also indicates additional redundancy in the Lampasas Network, and the level of build out in the defined neighborhoods. Mr. Huffman plans to update the LEDC at a future meeting.
- Hostess House** The Pre-bid conference for the Hostess House was conducted on March 13, 2024 with approximately 12 General and sub-contractors in attendance. As of March 18th the plan set had been distributed to 56 Plan Rooms, 13 General Contractors, and 11 Sub-Contractors. The City has received one comment from a General Contractor stating that his particular labor costs would push the project bid well above budgeted amounts. City staff is hopeful additional interest will result in more competitive bids. Bid opening is scheduled for March 28th.
- Builders' Meeting** Staff attended a meeting of local builders/developers on March 21st to discuss the development landscape, market and infrastructure needs. The meeting was open and informal, and included discussion on market needs, zoning density and flexibility, nuisance abatement, utilities, and water, sewer and electric capacities. Aligning with comments received during the Comprehensive Planning process, the group echoed the need to update zoning and sub-division regulations to meet current trends and market realities. Staff thanks Council Member Hernandez for initiating this effort.
- CIP** The Capital Improvement Program Committee ("CIP") met on March 21st and continued discussion regarding Funding and Priority Statements, Public Facilities and possible implementation of project scoring. The Committee was also pleased to welcome new member, Council Member Davis Keele. The Committee agreed to the FY 2023 Funding Statement and Priority Definitions, and reviewed the Public Facilities Schedule without amendment. The next meeting of the CIP Committee will be held on April 4th.

Audit

The City received and reviewed the FY 2023 Audit on March 21st. Nathan White, Singleton, Clark, presented the Audit to the Audit Committee, and highlighted the Summary of Auditor's Results, and Financial Statement Findings; and the Auditor's Opinion, which was classified as *Unmodified*. Additionally, the Committee discussed the status of Fund Reserves, and statistical information collected and compared for the previous 10 years. Although the Audit is final, Council will be given the opportunity to review findings, and accept the Audit at a future meeting. Nathan did characterize the Audit as boring with no significant matters to address. Staff thanks and acknowledges Yvonne Moreno and her staff for keeping the ship even keeled.

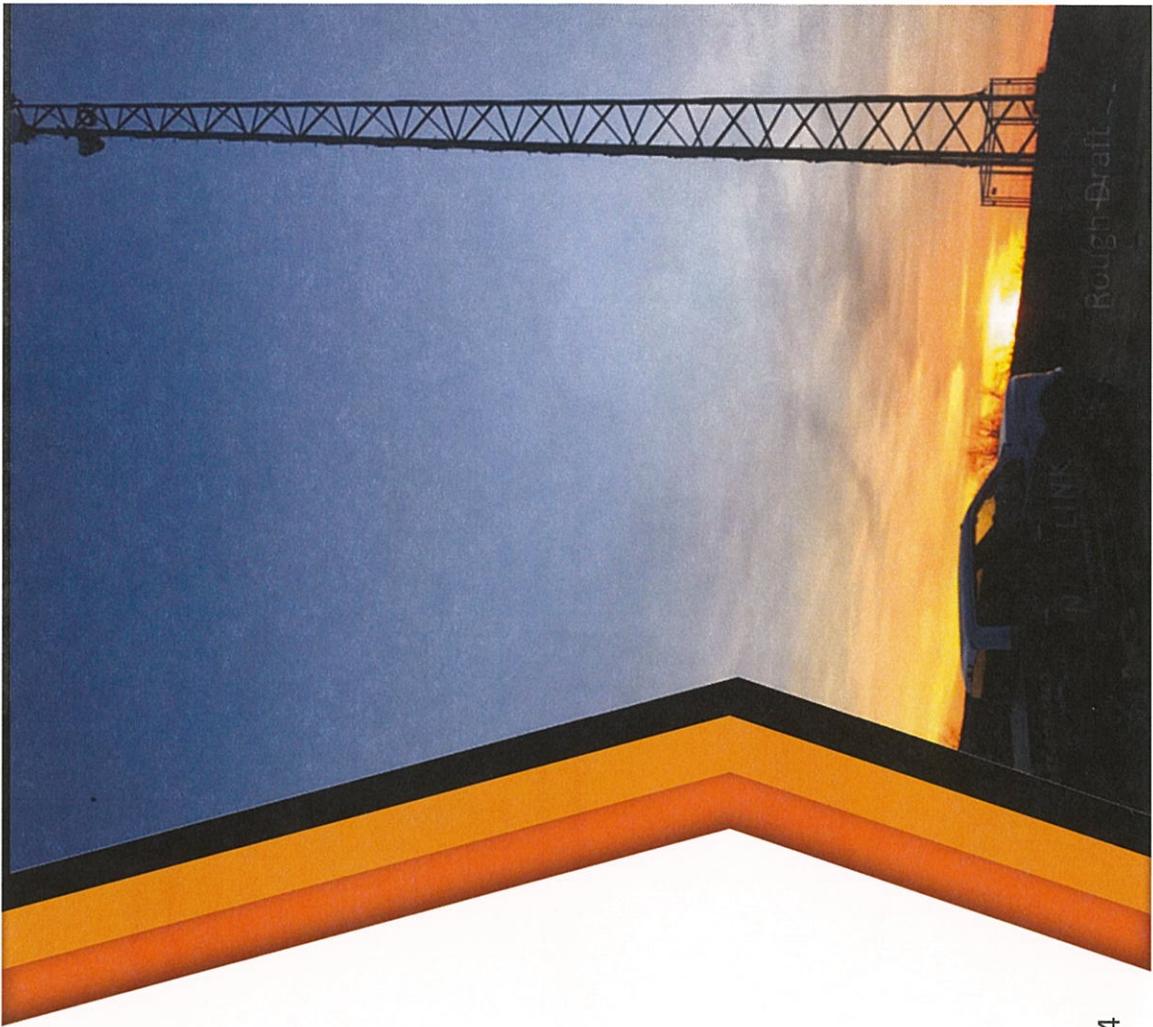
Airport Planning

The next meeting of the Airport Planning Committee is tentatively scheduled for April 10, 2024 at 5:00 p.m. The Consultants will review inventory and findings, as well as possible layout plans for future needs and facilities. This planning project was identified through a joint Airport Advisory Committee and City Council meeting, and has been programmed through the CIP Committee, and identified as a goal in the Comprehensive Plan.

FTTH Lampasas Status Update

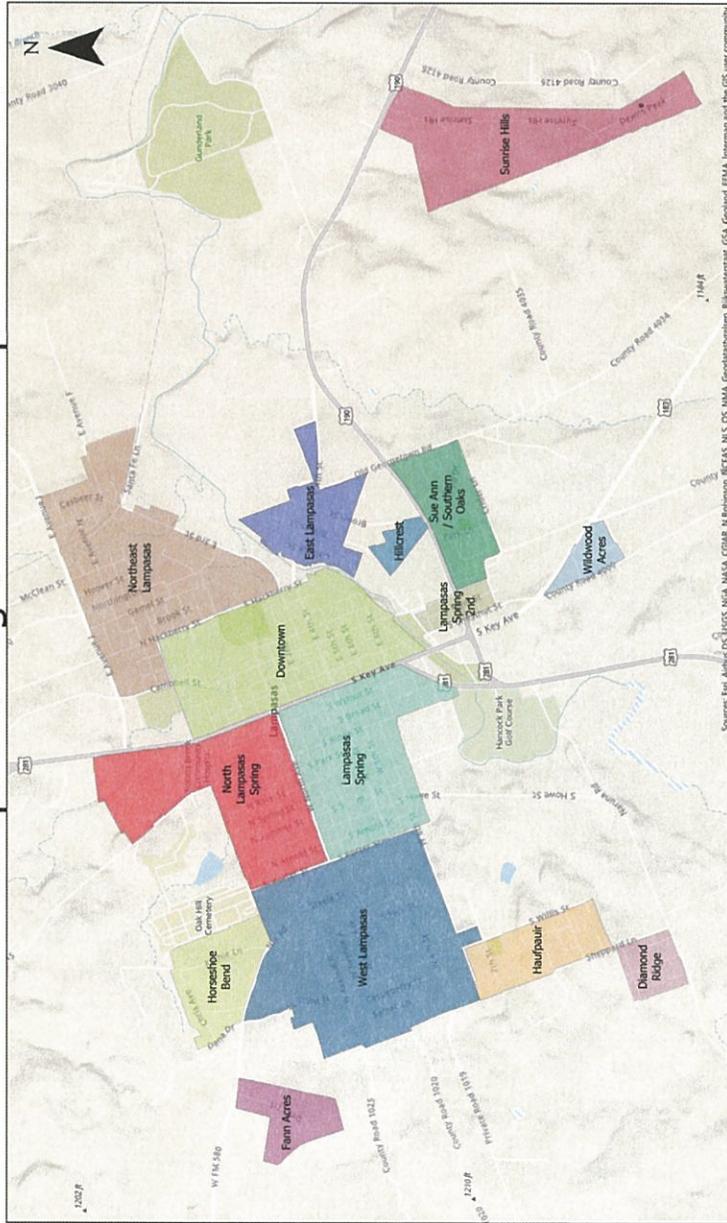


February 21, 2024



Identifying the Neighborhoods

Lampasas Neighborhood Map

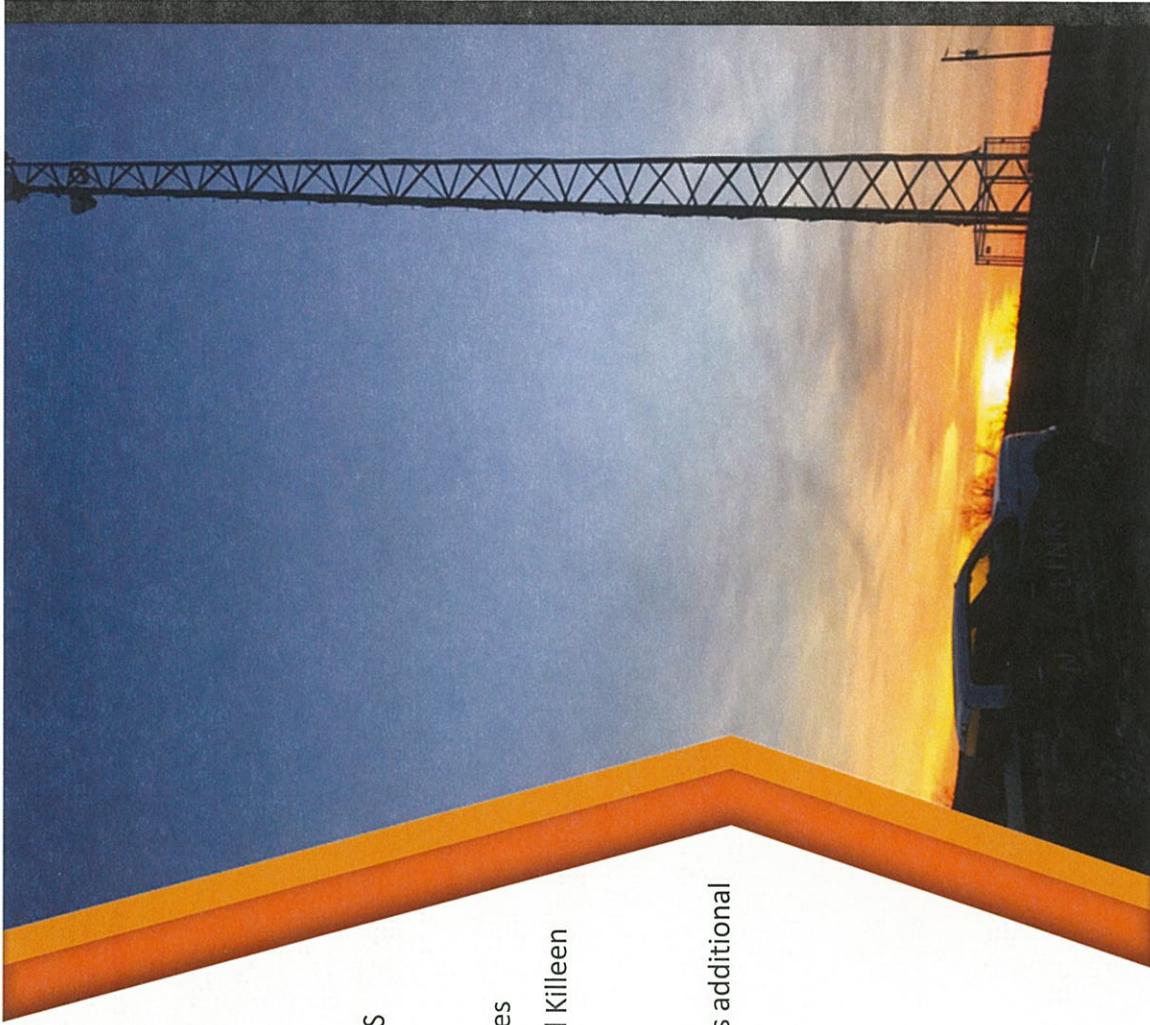


Timeline and Milestones

Neighborhood	Start Date	Projected Completion Date	Construction Days	Neighborhood Miles	Total Miles Built	HHP	Total HHP	% Complete
Fawn Acres	1/11/21	1/24/21	14	1.41	1.41	31	31	.012
Stone Valley	1/25/21	2/10/21	14	1.38	2.79	121	152	.06
Horseshoe Bend	3/1/21	3/12/21	14	1.56	4.35	42	194	.077
Backbone Downtown and Office	3/25/21	4/15/21	21	2.96	7.31	0	194	.077
Downtown (CBD)	4/19/20	7/30/21	75	8.63	15.94	262	456	.18
Backbone	8/2/21	8/27/21	19	2.1	18.04	0	456	.18
Lampasas Spring	8/30/21	10/8/21	50	7.29	25.33	385	841	.33
North Lampasas Spring	10/11/21	12/6/21	40	5.54	30.87	317	1158	.46
West Lampasas	12/7/21	4/4/22	65	9.42	40.29	572	1730	.68
Backbone	4/5/22	4/22/22	14	2.27	42.56	0	1730	.68
Helfpaar		9/16/22	7	1.32	43.88	46	1776	.7
Diamond Ridge		9/16/22	7	.75	44.63	59	1835	.73
Sunrise Hills		9/30/22	7	3.16	47.79	70	1905	.76
HillCrest/SueAnn	TBD	11/30/22	21	2.83		261	2247	.86
East Lampasas	TBD	TBD	14	1.89		81	1986	.89
LS2/Wildwood Acres	TBD	TBD	10	1.2		61	2308	.91
Northeast Lampasas	TBD	TBD	33	6.29		285	2593	1

Building Redundant and Resilient Networks

- Primary and Secondary Fiber Circuits in Lampasas
- ATT Fiber Circuit (Established Nov. 2020)
 - Kickstarted our wireless network as well as initial FTTH phases
 - Wireless Redundancy to adjacent Fiber circuits in Burnet and Killeen
- Fiberlight Fiber Circuit (Established Oct 2023)
 - Provided redundant fiber circuit for FTTH customers, used as additional fiber redundancy for wireless network

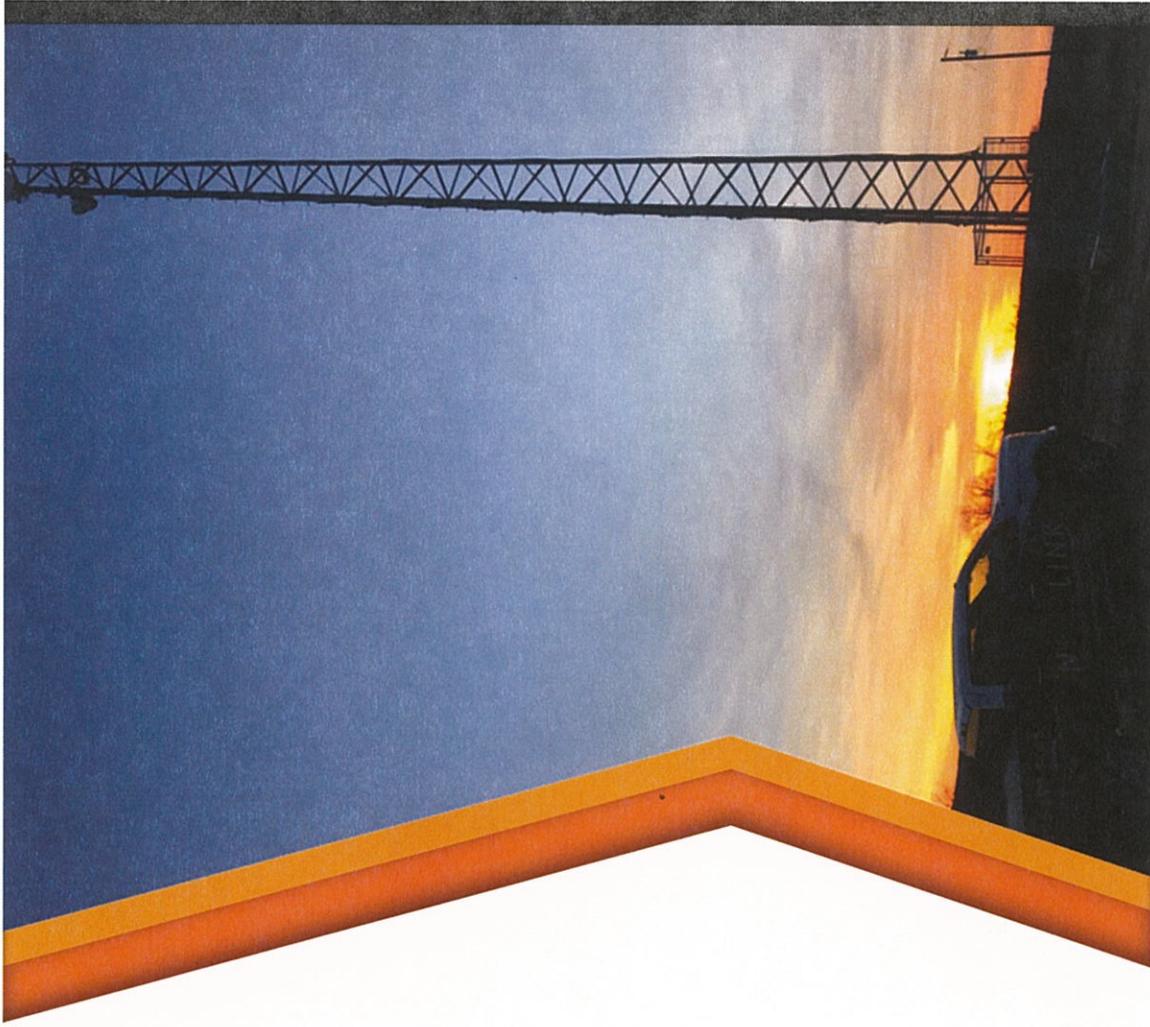


The Numbers

- Current Passings: 1905
- Current Customers: 1123 active customers
- Current Take Rate: 1123/1905 = 59%
- Business Take Rate: ~40%

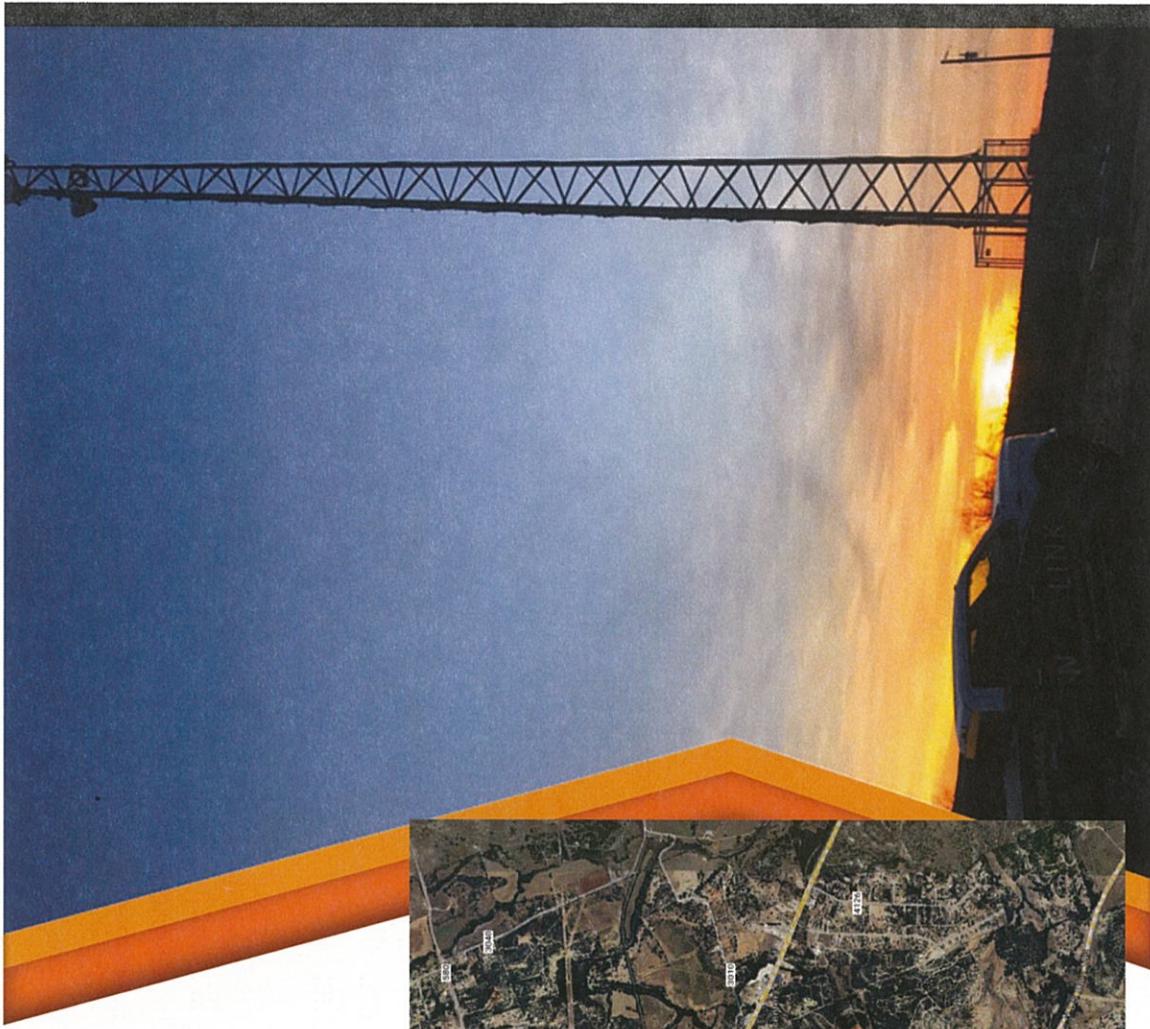
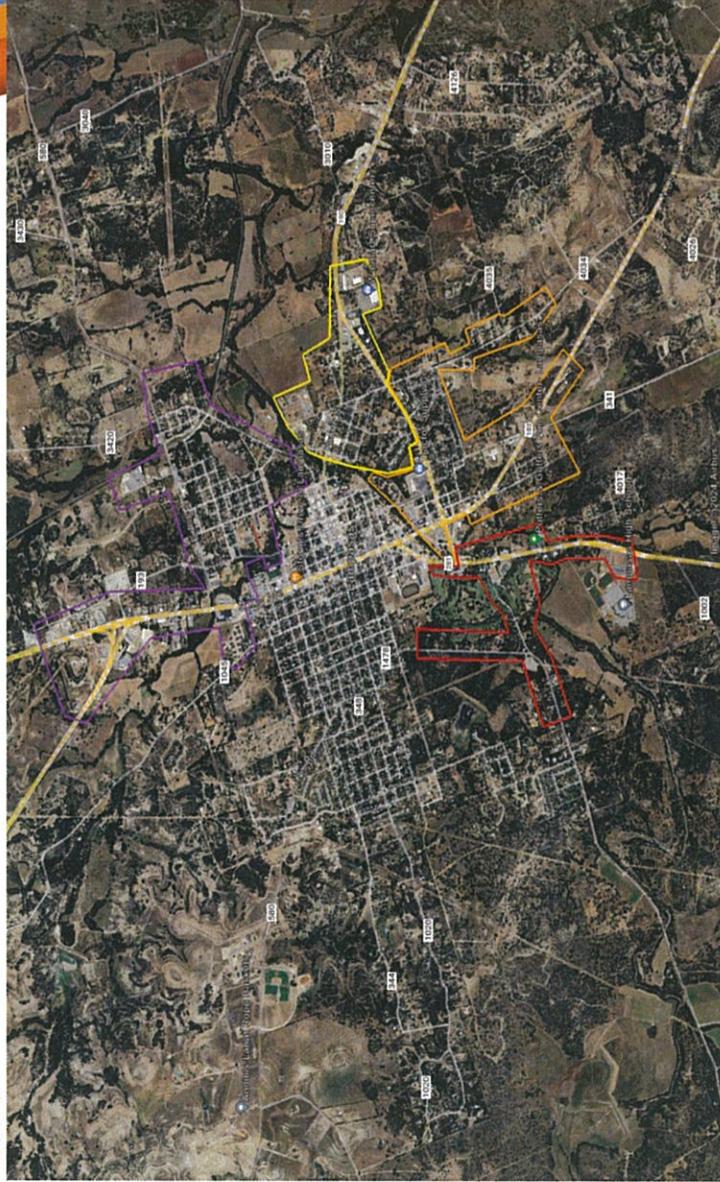
Breakdown by Neighborhood

Lampasas: Diamond Ridge	75%
Lampasas: Downtown	60%
Lampasas: Fawn Acres	71%
Lampasas: Hidden Oaks	100%
Lampasas: Hillside Acres	53%
Lampasas: Hofpauir	84%
Lampasas: Horseshoe Bend	71%
Lampasas: Lampasas Spring	61%
Lampasas: North Lampasas Spring	41%
Lampasas: Stone Valley	99%
Lampasas: Sunrise Hills	93%
Lampasas: West Lampasas	48%



Remaining Phases

- Phase 5: Lampasas Spring 2nd, Sue Ann, Wildwood Acres, Business Park
- Phase 6: Hillcrest, East Lampasas
- Phase 7: Northeast Lampasas, North Lampasas Spring
- Phase 8: Lampasas Spring, Golf Course, Hwy 281 S

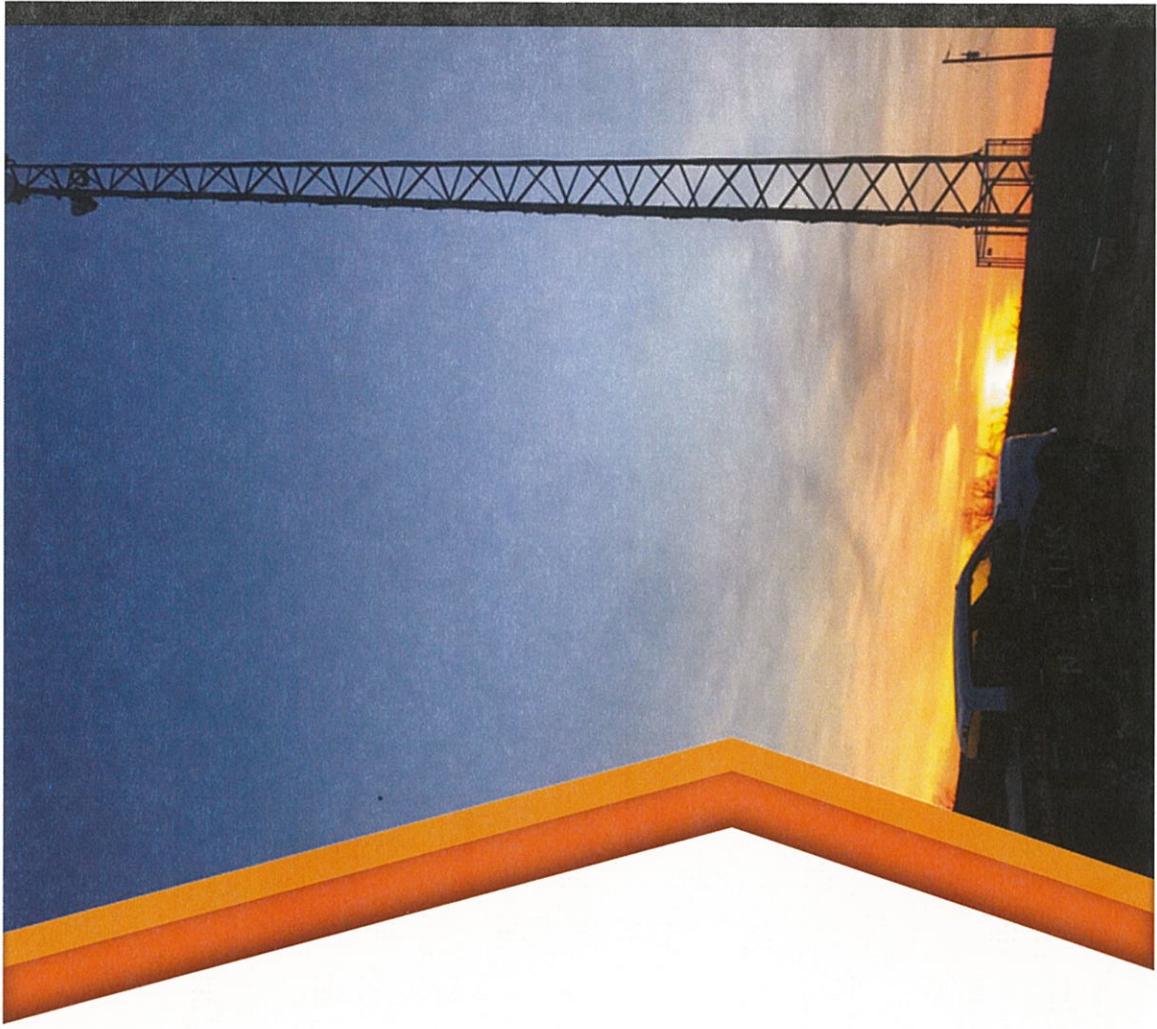


Remaining Phases Construction Timeline

- Current Pause on majority of all new construction
- No timeline for remaining phases
- Reasonings:
 - With higher interest rates, cost to finance new builds has increased
 - Increased competition in greenfield and brownfield neighborhoods
 - Focus on growth in areas we have built



Questions





February 2, 2024

To the Honorable Mayor and Members of the City Council
Of the City of Lampasas, Texas

We have audited the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of City of Lampasas, Texas for the year ended September 30, 2023. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards (and, if applicable, *Government Auditing Standards* and the Uniform Guidance), as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated May 1, 2023. Professional standards also require that we communicate to you the following information related to our audit.

Opinion on the Financial Statements

The primary purpose of a financial audit is for the auditor to render an opinion as to whether the financial statements of the audited organization appear to be free from material misstatement and adhere to generally accepted accounting principles. This opinion must be based on a systematic review of the evidence supporting the financial statement amounts. In conjunction with the audit, the auditor must also consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion on internal control.

Our opinion on the financial statements appears within the Independent Auditor's Report on page 1 of the Annual Financial Report. This opinion is classified as *Unmodified*.

Significant Audit Matters

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by City of Lampasas, Texas are described in Note 1 to the financial statements.

During the year the City implemented Governmental Accounting Standards Board Statement No. 96 – Subscription Based Information Technology Arrangements (GASB 96) which provides guidance on the accounting and financial reporting for subscription-based information technology arrangements (SBITAs) for governments. This Statement (1) defines a SBITA; (2) establishes that a SBITA results in a right-to-use subscription asset—an intangible asset—and a corresponding subscription liability; (3) provides the capitalization criteria for outlays other than subscription payments, including implementation costs of a SBITA; and (4) requires note disclosures regarding a SBITA. To the extent relevant, the standards for SBITAs are based on the standards established in Statement No. 87, Leases, as amended.

We noted no transactions entered into by City of Lampasas, Texas during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the City of Lampasas, Texas's financial statements were:

Management's estimate of the net pension liability and other post-employment liability is based on actuarial studies of the pension and post-employment benefit plans prepared by independent actuaries contracted by the Texas Municipal Retirement System. We evaluated the key factors and assumptions used within these actuarial studies in determining that the resulting net pension liability and other post-employment benefit liability are reasonable in relation to the financial statements taken as a whole.

Management's estimate of current year and accumulated depreciation on long-term capital assets is based on the historical cost of these assets and estimates of their useful lives. We evaluated the recorded asset values, estimated useful lives, and accumulated depreciation amounts to determine that they appear reasonable in relation to the financial statements taken as a whole.

The financial statement disclosures appear to be neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated February 2, 2024.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to City of Lampasas, Texas's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Fund Balance of the General Fund

The General Fund is the main operating fund of the City and contains the primary financial resources available to provide for ongoing City operations. The ending fund balance level of the General Fund is therefore a good indicator of the financial health of the City. A commonly accepted best practice for fund balance is to maintain an ending fund balance level of at least 25% of annual noncapital General Fund expenditures. As of September 30, 2023, the fund balance of the General Fund was \$4,378,500 in total, which represented 39% of noncapital General Fund expenditures for the year.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as City of Lampasas, Texas's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Audit Findings, Internal Control, and Compliance Related Matters

Government Auditing Standards and the federal Uniform Guidance require an auditor to report material weaknesses and significant deficiencies found in the internal control of an organization, as well as material noncompliance with certain provisions of laws, regulations, contracts, and grant agreements.

A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A regular *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *significant deficiency* is a deficiency, or combination of deficiencies, in internal control that is less severe than a material weakness, yet potentially more consequential than a regular deficiency and important enough to merit attention by those charged with governance.

Material noncompliance with provisions of laws, regulations, contracts, and grant agreements occurs when the noncompliance is to a large enough degree that there could be a material effect on the determination of financial statement amounts or consequences severe enough to potentially affect the organization's operations.

In accordance with *Government Auditing Standards*, the following summarized audit finding has been reported as a result of our audit. This matter is provided in more detail, along with management planned corrective action, in the Schedule of Findings and Questioned Costs and Corrective Action Plan sections of the Annual Financial Report.

No matters came to our attention during the audit that would require reporting in accordance with the above criteria.

Other Matters

We applied certain limited procedures to the management's discussion and analysis section preceding the financial statements and the pension and post-employment benefit liability schedules that follow the notes to the financial statements, which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on other supplementary information such as the combining statements which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

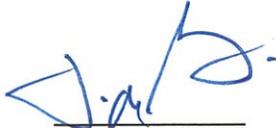
Restriction on Use

This information is intended solely for the information and use of the City Council and management of City of Lampasas, Texas and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

Singleton, Clark & Company, PC

Singleton, Clark & Company, PC
Cedar Park, Texas


City ManagerITEM NO. 7.1

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

Subject:

Discussion and possible action regarding closure of Lampasas Municipal Airport during the Solar Eclipse Event

Requested By: Chris Eicher, Parks Director

Submitted By: Chris Eicher, Parks Director

Date Submitted: March 20, 2024

For the Agenda of: March 25, 2024

Procurement and Funding Statement:

N/A

Attachments: NOTAM

Summary Statement:

As follow up to the workshop discussion, staff advised of recent measures taken to temporarily close the Lampasas Municipal Airport, with direction from FAA, due to lack of resources; such as staff, gas and public safety during the Solar Eclipse Event on April 8, 2024. A NOTAM has been issued and the closing of the airport was discussed, acknowledged, and/or approved by Council at the March 13, 2023 Council Meeting, April 2023 Town Hall, May 8, 2023 Council Meeting, June 12, 2023 Council Meeting, and the July 24, 2023 Council Meeting.

Recommendation:

To consider a motion to acknowledge and direct staff to temporarily close the Lampasas Municipal Airport during the Solar Eclipse Event with direction from FAA, due to lack of resources; such as staff, gas and public safety.



Air Traffic Bulletin

Solar Eclipse April 8, 2024

Please be aware of the possibility for multiple Temporary Flight Restrictions (TFR).
Be vigilant for Notice to Air Missions (NOTAMS) and delays/disruptions in the National Airspace System (NAS)
that could affect your flight.

FAA TFR Site:

<https://tfr.faa.gov/tfr2/list.html>

FAA PILOTWEB NOTAMS:

<https://pilotweb.nas.faa.gov/PilotWeb/>

FAA NAS Status:

<https://nasstatus.faa.gov/>



**We need your help in getting the word out:
Please pass this information along to as many pilots and aviation professionals as possible.**

Check the **published NOTAMS** for any changes or unique procedures. Several types of operations may be prohibited or restricted during this event.

VFR AIRCRAFT

*****CLASS B and C SERVICE IS MANDATORY*****

Expect delays outside Class B, C, D airspace during peak traffic periods. VFR advisory service with approach controls will be on a workload permitting basis. Approach facilities will not provide ATC Services for Practice Approaches during peak traffic periods.

Set transponder to 1200 and squawk altitude prior to reaching any Class B or C airspace.

Extremely high volumes of traffic are anticipated in this area.
VFR flight following, airborne IFR pickups and other VFR services to aircraft may not be available in certain areas.

Check airport availability and plan your trip early.

Solo flights and student training are encouraged to be completed prior to the eclipse.

DEPARTMENT OF TRANSPORTATION
Federal Aviation Administration

FAA Houston ARTCC
16600 John F. Kennedy Blvd.
Houston, TX 77032

Issued: 03/07/2024 1402 (UTC) Effective: 04/07/2024 1000 (UTC)
FAA Houston ARTCC Letter to Airmen: LTA-ZHU-9

Subject: 2024 Solar Eclipse

Cancellation: 04/10/2024 0400 (UTC)

On April 8, 2024, a total solar eclipse, known as the “Great North American Eclipse” will transit a narrow path of totality from southwest to northeast across thirteen U.S. states. The eclipse will cross North America, passing over Mexico, the United States, and Canada. The total solar eclipse will begin over the South Pacific Ocean. The [eclipse path](#) will impact the United States from approximately 1830-1940 UTC.

The purpose of this notice is to inform airmen of the possible impacts to air traffic and airports along the eclipse path during the period April 7, 2024, 1000 UTC through April 10, 2024, 0400 UTC.

GENERAL

Aircraft should be prepared for potential airborne holding, reroutes, and/or Expect Departure Clearance Times (EDCTs) that may be issued for all domestic IFR arrivals and departures. Traffic Management Initiatives (TMIs) are possible. In order to assist FBOs with staging aircraft and to ease ramp congestion, aircraft departing airports along the eclipse path are strongly encouraged to coordinate their departure times as early as possible.

There may be a higher traffic volume than normal anticipated at airports along the path of the eclipse. Traffic should anticipate delays during peak traffic periods. Parking may be limited – particularly at the smaller, uncontrolled airports. There could be a delay with issuance of IFR departure clearances. VFR departures may also expect delays for airborne pickup of IFR clearance within 50 NM either side of the path of the eclipse.

Practice approaches, touch-and-goes, flight following services and pilot training operations at airports in the path of the eclipse may be extremely limited and possibly prohibited during this time period,

Airmen should check NOTAMs carefully for special procedures/restrictions that may be in place at affected airports. Specific NOTAM procedures may be revised, and arrivals to some airports possibly restricted so please review NOTAMs frequently to verify you have the current information.

For further information see the [NASA Science website](#).

SECURITY PROVISIONS

Special security provisions may be in effect for this event, including, but not limited to, Temporary Flight Restrictions (TFRs), two-way radio communications, and discrete transponder requirements.

Specific NOTAM procedures may be revised, and arrivals to some airports possibly restricted so please review NOTAMs frequently to verify you have the current information.

TFRs are normally disseminated via FDC NOTAM, 3 to 5 days prior to the event. Once published, text and graphic depictions of the restrictions may be accessed at: <http://tfr.faa.gov/tfr2/list.html>.

VFR OPERATIONS

Due to the high volume of traffic along the eclipse path, VFR arrivals can expect lengthy delays during peak traffic periods. In addition, VFR departures should not expect to obtain an airborne pickup of IFR clearance within 50 NM either side of the path of the eclipse.

AFFECTED AIRPORTS

The following public use and DoD airports within lie within 50 NM either side of the path of the eclipse within Houston ARTCC.

ID	NAME	CITY	STATE	APPROACH CONTROL
10X	OX RANCH	UVALDE	TX	DLF
1T7	KESTREL AIRPARK	SAN ANTONIO	TX	SAT
20R	CRYSTAL CITY MUNI	CRYSTAL CITY	TX	
23R	DEVINE MUNI	DEVINE	TX	
2G5	GRANITE SHOALS/BOB SYLVESTER AIRPARK	GRANITE SHOALS	TX	
2KL	SUNRISE BEACH	SUNRISE BEACH VILLAGE	TX	
2TX	SALADO	SALADO	TX	GRK
3R9	LAKEWAY AIRPARK	LAKEWAY	TX	AUS
49R	REAL COUNTY	LEAKEY	TX	DLF
5C1	BOERNE STAGE AIRFIELD	SAN ANTONIO	TX	SAT
5T9	MAVERICK COUNTY MEML INTL	EAGLE PASS	TX	DLF
81R	SAN SABA COUNTY MUNI	SAN SABA	TX	
88R	SPICEWOOD	SPICEWOOD	TX	AUS
KAQO	LLANO MUNI	LLANO	TX	
KBBD	CURTIS FLD	BRADY	TX	
KBMQ	BURNET MUNI/KATE CRADDOCK FLD	BURNET	TX	
KCVB	CASTROVILLE MUNI	CASTROVILLE	TX	SAT
KCZT	DIMMIT COUNTY	CARRIZO SPRINGS	TX	

ID	NAME	CITY	STATE	APPROACH CONTROL
KDLF	LAUGHLIN AFB	DEL RIO	TX	DLF
KDRT	DEL RIO INTL	DEL RIO	TX	DLF
KDZB	HORSESHOE BAY RESORT	HORSESHOE BAY	TX	
KECU	EDWARDS COUNTY	ROCKSPRINGS	TX	DLF
KEDC	AUSTIN EXEC	AUSTIN	TX	AUS
KERV	KERRVILLE MUNI/LOUIS SCHREINER FLD	KERRVILLE	TX	
KGRK	ROBERT GRAY AAF	FORT CAVAZOS (KILLEEN)	TX	GRK
KGTU	GEORGETOWN EXEC	GEORGETOWN	TX	AUS
KHDO	SOUTH TEXAS RGNL AT HONDO	HONDO	TX	
KILE	SKYLARK FLD	KILLEEN	TX	GRK
KJCT	KIMBLE COUNTY	JUNCTION	TX	
KLZZ	LAMPASAS	LAMPASAS	TX	GRK
KRYW	LAGO VISTA TX/RUSTY ALLEN	LAGO VISTA	TX	AUS
KTPL	DRAUGHON-MILLER CENTRAL TEXAS RGNL	TEMPLE	TX	GRK
KUVA	GARNER FLD	UVALDE	TX	
T35	CAMERON MUNI AIRPARK	CAMERON	TX	I90
T70	LAUGHLIN AFB AUX NR 1	SPOFFORD	TX	DLF
T74	TAYLOR MUNI	TAYLOR	TX	AUS
T82	GILLESPIE COUNTY	FREDERICKSBURG	TX	
T92	MASON COUNTY	MASON	TX	
T94	TWIN-OAKS	SAN ANTONIO	TX	SAT

William T. Stumbo
Air Traffic Manager, FAA Houston ARTCC



THIS PAGE INTENTIONALLY LEFT BLANK

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

Subject:

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

Requested By: Monica Wright, Director of Information Systems

Submitted By: Monica Wright, Director of Information Systems

Date Submitted: March 4, 2024

For the Agenda of: March 25, 2024

Procurement and Funding Statement:

N/A

Attachments: February Photo Entries

Summary Statement:

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

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

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

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

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

Recommendation:

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

Entry 1

Jason Siver

Jasonsiver08@gmail.com

“Points of View” was taken at the downtown square in Lampasas, TX.




City Manager

ITEM NO. 7.3

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

Subject:

Discussion and possible action regarding maintenance and improvements to the City of Lampasas Rodeo Arena.

Requested By: Chris Harrison

Submitted By: Ryan Ward, ACM

Date Submitted: March 20, 2024

For the Agenda of: March 25, 2024

Procurement and Funding Statement:

Attachments: Rendering

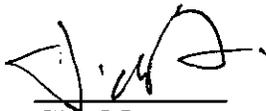
Summary Statement:

As discussed during workshop, Mr. Harrison is asking for consideration to improve the announcer's stand to allow for more visibility and usage by other Rodeo Company's and to budget funding for annual field prep.

Recommendation:

To consider a motion to approve funding in an amount not to exceed \$50,000.00 for announcers stand and improvements to the Rodeo Arena at the 580 Sports Complex.

THIS PAGE INTENTIONALLY LEFT BLANK


City ManagerITEM NO. 7.4

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

Subject:

Discussion and possible action regarding renewal of the Access and Use Agreement between the City of Lampasas and the Lampasas Riding Club.

Requested By: Ryan Ward, ACM**Submitted By:** Ryan Ward, ACM**Date Submitted:** March 21, 2024**For the Agenda of:** March 25, 2024**Procurement and Funding Statement:**

N/A

Attachments: Agreement

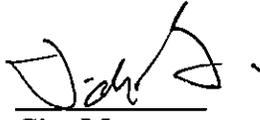
Summary Statement:

Per discussion and updates received during workshop, Council is asked to consider renewing the Access and Use Agreement with the Lampasas Riding Club.

Recommendation:

To consider a motion to renew the Access and Use Agreement between the City of Lampasas and the Lampasas Riding Club with terms agreed upon during workshop

THIS PAGE INTENTIONALLY LEFT BLANK


City ManagerITEM NO. 7.5

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

Subject:

Discussion and request for approval for the 2024 Annual Community Events

Requested By: Jody Cummings, Police Chief

Submitted By: Jody Cummings, Police Chief

Date Submitted: March 22, 2024

For the Agenda of: March 25, 2024

Procurement and Funding Statement:

N/A

Attachments:**Summary Statement:**

This item has been placed on the agenda for Council consideration to approve the 2024 Community Events supported by the Lampasas Police Department. These events often require Staff to attend meetings, facilitate street closures, provide traffic control, crowd control, provide effective communication among entities working the events, police escort and/or police presence for the safety of the event.

Recommendation:

To consider a motion to approve the list of 2024 Community Events as presented.

Special Events for the City of Lampasas 2024

1. **Art in the Park** – April 13th 2024– Sculpture Garden
2. **Riata Round-Up & LTX – BBQ Fest**: April 25 to April 27 2024, Sports Complex
3. **City Wide Garage Sale** – April 27 2024– Shut down the 500 blk of E. 3rd at 5am
4. **Lampasas HS Graduation 2023**: May 17, 2024 (Contact Tricia Sneed)
5. **Music on the Square**: Every Friday night in June, 2024 from 8pm to 10pm (No Street Closures / however if large crowds, we may shut down E 3rd Street) (Zach Morris)
6. **Sulphur Creek Car Cruise**: June 15, 2024 from 8am-4pm (POC Mike White) – WM Brook Park, with a police escort car cruise at approximately 3pm.
7. **Toughest 10K in Texas**: Saturday July 13th, 2024, The final route is still being determined. Due to 281 construction and safety concerns on Naruna and entirely new route is being considered.
8. **Spring Ho Festival**: July 8th-14th, 2024.
 - a. **Monday July 8th** – Spring Ho Beauty Pageant at Lampasas High School
 - b. **Wednesday July 10th** – Spring Ho **Fireworks**: South Hwy 281 from Key Ave to EE Ohnmeiss Drive will be closed from 8:30pm to 10:00pm
 - c. **Friday July 12th** – Close the Downtown Square area for annual **Pet Parade** from 8am-10am. Close the Down Town Square area for Annual **Spring Ho Dance** from 6pm-2am.
 - d. **Saturday July 13th** – The **Spring Ho Grand Parade** will take the same route as in 2019, starting at the Old Middle School at North Avenue & Western Street, and ending at Avenue G & Hackberry. Streets in the Down Town area will be closed for the parade from 9:15am to 11:30am. The Down Town area will be closed from 6pm-2am for the **Saturday night Dance**.
9. **Lampasas Badger Friday Night Home Football Games**: East Avenue B, from Chestnut Street to Western Street will be closed from 5pm-11pm throughout the 2024 Badger Football season. (Contact Cathy Hooper 512.564.2316)
10. **Badger Homecoming Parade**: Parade will start at E Avenue B and Western Street. Parade will travel West on Ave B to Chestnut Street. Parade will turn South on Chestnut to East 3rd Street. Turn east on 3rd Street and travel to the square. PD & FD units will escort the parade. (Contact Elma Garnett at LHS)
11. **Classics at the Classic**: September 14th, 2024; Storm’s Drive In; PD will close Chestnut Street from Ave A to Ave B from 9a-3p (Contact Sharon Carrigan 512.734.5180) – if rained out they would do a make-up event on Sept. 21st, 2024.
12. **Go Texan BBQ Cook-Off October 11th & 12th** – 580 Sports Complex
13. **Boots & Blazers Ball**: Oct 12th, 2024 @ Hanna Springs Sculpture Garden - PD will provide security (Contact Laura Haider)
14. **BBQ for Books**: Monday October 21st, 2024 South bound lane only of Main Street from 1st Street to 2nd Street will be closed from 10am – 2 pm for the safety of those handing out plates.
15. **Squared Silly**: Saturday Oct 26, 2024. Down-town area will be closed from 3pm-9m. (This does not include East 4th Street) – POC Sonja Morris (512) 734-1411
16. **Carol of Lights & Parade of Lights**: Dec 7th, 2024 @ 5:30am-10pm. Streets to be closed are the Down Town Square area. The parade starts 6:30pm at North Ave & Western Street, going West on North to Chestnut Street. Turn South on Chestnut to 3rd Street. Turn East on 3rd Street to Pecan Street. Parade ends at this point.
17. **Christmas on the Creek**: Dec 14th, 2024; WM Brook Park

Blue = Road Closure



City Manager

ITEM NO. 7.6

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

Subject:

Discussion and possible action regarding request from the Lampasas County Chamber of Commerce for Hotel Occupancy Tax funds in the amount of \$1,175.00 for event expenses related to the Annual Toughest 10K, 5K & 1-Mile Run on July 13, 2024.

Requested By: Melissa Unger, Chamber Director

Submitted By: Becky Sims, City Secretary

Date Submitted: March 22, 2024

For the Agenda of: March 25, 2024

Procurement and Funding Statement:

Funds are available in HOT Fund 40 in the City of Lampasas FY 2023/2024 Budget; however, this event was not in the Lampasas County Chamber of Commerce and Visitor Center FY23/24 Budget, even though it has been for several years.

Attachments: HOT Fund Request Form

Summary Statement:

Initially the Chamber of Commerce had not planned to host the Annual Spring Ho 10k, 5k & 1 mile race this year; so, it was not placed in the budget presented and approved by Council in July 2023. Since that time the committee, chamber and police department have worked together to create a new route and plan for this annual event. The attached request is eligible for HOT funding. The event has been most recently funded in 2023 in the amount of \$1,250.00. The funds requested will be used for advertising, promotion, participant goodie bags, timing company and race coordinator. Melissa Unger will be in attendance to present her intent for funding for this event and answer any questions that Council may have.

Recommendation:

To consider a motion to approve HOT funds in the amount of \$1,175.00.

**2024 Toughest 10k in Texas 10k, 5k & 1-mile Race
Advertising Plan and HOT Funding Request Break-Down**

ADVERTISING (40-100%)

Social Media

Facebook \$ 100.00

Press Releases to Media

\$ 0.00

Print Publications

(Dispatch, Ft. Cavazos, Harker Heights, Belton, Highland Lakes)
1-week schedules, online advertising \$ 400.00

Texas Press Online

Statewide online advertising \$ 0.00

Television Station Calendars

Austin, Waco & Temple TV Stations; online presence \$ 0.00

Community Calendars

Hamilton Cty. Electric Co-Op, City of Lampasas, Etc. \$ 0.00

Texas Highways Events Magazine Calendar

Online and digital \$ 0.00

Surrounding Race Fliers (Outside 76550) (Printing/Mailing) (500) \$ 100.00

Centex Race Series (Promotion & Designation- Online & Print) \$ 150.00

RACE PUBLICATIONS (All Online)

TOTAL ADVERTISING EXPENSES **\$750.00**

EVENT/FACILITY/STAFF (25%)

Pro-Fit Timing Company \$ 1100.00- \$275.00

Security \$ 600.00- \$150.00

TOTAL EVENT FACILITY/STAFF EXPENSES **\$425.00**

TOTAL REQUESTED HOT FUNDS **\$1,175.00** (25-100%)

HOTEL OCCUPANCY TAX USE GUIDELINES UNDER TEXAS STATE LAW AND FUNDING APPLICATION FORM

State Law: By law of the State of Texas, the City of Lampasas collects a Hotel Occupancy Tax (HOT) from hotels, motels, and bed & breakfasts and inns. Per Chapter 351, Texas Tax Code, There is a two part test that every expenditure must pass to be valid.

1. The expenditure must directly enhance and promote tourism and the convention and hotel industry.
2. The expenditure must clearly fit into one of the seven statutory categories for expenditure of local hotel occupancy tax revenues:
 - i) **Convention Centers and Visitor Information Centers**
 - ii) **Registration of Convention Delegates**
 - iii) **Advertising, Solicitations and Promotions that Directly Promote Tourism and the Hotel and Convention Industry**
 - iv) **Promotions of the Arts that Directly Promote Tourism and the Hotel and Convention Industry**
 - v) **Historical Restoration and Preservation Activities that Directly Promote Tourism and the Hotel and Convention Industry**
 - vi) **Sporting Event Expenses that Substantially Increase Economic Activity at Hotels**
 - vii) **Enhancement and upgrading of existing sport facilities or fields**

City Policy: The City of Lampasas accepts applications from groups, businesses, and organizations whose program fits into one or more of the above categories. All requests for funds should be submitted in writing accompanied by the official application at least 60 days prior to the event or request for funds. The application will be reviewed by the Lampasas City Council at the earliest possible regularly scheduled meeting. The applicant may be asked to be present at the meeting to answer any questions regarding the application. Applicants will be notified one week prior to the meeting of the time and place for the review. The Lampasas City Council will make the final decision regarding any requests for Hotel Occupancy Tax expenditures.

Eligibility and Priority for Hotel Tax Funds: Priority will be given to those events and entities based on their ability to generate overnight visitors to Lampasas. If an event will not generate any meaningful hotel night activity, it is not eligible for receipt of hotel occupancy tax funds. Events can prove this potential to generate overnight visitors by:

- a) **historic information on the number of room nights used during previous years of the same events.**
- b) **current information on the size of a room block that has been reserved at area hotels to accommodate anticipated overnight guests attending the event requesting hotel tax funds.**
- c) **historical information on the number of guests at hotel or other lodging facilities that attended the funded event or facility; and/or**
- d) **examples of marketing of the activity, event, or facilities that are likely to generate encourage overnight visitors to local lodging properties.**

Use of Local Vendors: The City of Lampasas encourages all event organizers to patronize local businesses for food, supplies, materials, printing, etc.

Use of Revenues from Event: A portion of the revenues from any event and/or project receiving any type of funding assistance from the HOT funds should be channeled back into the future costs of operating that same event or the continued operation of the project.

Supplemental Information Required with Application: Along with the application, please submit the following:

Proposed Marketing Plan for Funded Event

Schedule of activities, events or facility programs relating to the request

Funded Projects or Events will be required to submit a Post Event Evaluation; required to provide a link on the event or facility website to LampasasLodging.com, and to use www.LampasasLodging.com on any print advertising; and submit any invoices for reimbursement within 60 days of the conclusion of the event.

Submit to: Becky Sims

Application

Organization Information

Date: March 4, 2024

Name of Organization: Lampasas County Chamber Foundation- Originally hosted by Lampasas County Chamber of Commerce.

Address: P.O. Box 627; 205 S Hwy 281

City, State, Zip: Lampasas, TX 76550

Contact Name: Melissa Unger

Contact Phone Number: 512-556-5172

Web Site Address for Event or Sponsoring Entity www.lampasaschamber.org

Is your organization: Non-Profit Private/For Profit

Tax ID #: 74-2377193 Entity's Creation Date: 1985

Purpose of your organization: To promote business, economic growth, and tourism by partnering with current and future Chamber Members, Community Leaders, and Citizens of Lampasas County.

Name of Event, Project, or Facility Toughest 10K in Texas, 5K & 1 Mile Run

Date of Event or Project: July 13, 2024

Primary Location of Event or Project: Lampasas Middle School- Bozarth Fowler Gym

Amount Requested: \$1,175.00

How will the funds be used: For advertising and promotion of races and lodging options in Lampasas. We will utilize a timing company & race coordinator for the event which includes vendors and three runs. By providing a timed and organized event with the most up-to-date technology we can draw attendees from outside of Lampasas County and increase participation, bringing tourism to Lampasas. Since this event happens during Spring Ho festivities and a portion of the revenue is allocated to Spring Ho, the need to expand the attendee base is crucial to the success of both Spring Ho and the event. The methods in which this event is advertised have increased each year to include multiple mediums some of which have a fee and others which are FREE. We are also a race in the Centex Race Series which gives our race more validity in the racing community and provides the opportunity to appeal to participants looking to attend a race which includes points they can obtain throughout the year.

Primary Purpose of Funded Activity/Facility: Increase tourism for the community of Lampasas and generate additional revenue for all local businesses and the hotel/motel industry. By promoting and hosting this event we will be able to market Lampasas as a destination while also contributing to Spring Ho festival activities throughout the week.

Percentage of Hotel Tax Support of Related Costs

40-100% Note Percentage of Total **Event/Advertising Costs** Covered by Hotel Occupancy Tax

25% Note Percentage of Total **Facility Costs** Covered by Hotel Occupancy Tax

25% Note Percentage of **Staff Costs** Covered by Hotel Occupancy Tax

If staff costs are covered, estimate percentage of time staff spends annually on the funded event(s) compared to other activities N/A

Check Which Categories Apply to Funding Request and Amount Requested Under Each Category:

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

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

3. Advertising, Solicitations, Promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity. \$750.00

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

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

Expenses including promotional expenses, related to a sporting event in which most participants are tourists who substantially increase economic activity at hotels and motels within the city or its vicinity. \$425.00

Sporting Related Event Funding:

If the event is a sporting related function/facility: How many individuals are expected to participate?
300-400

If the event is a sporting related function/facility: How many of the participants are expected to be from another city or county? 200+

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

Questions for All Funding Requests:

How many years have you held this Event or Project; or how many years have you been operating the qualified facility: 44

Expected Attendance: 400-500

How many people attending the Event or Project will use Lampasas hotels, motels, or bed & breakfasts? 50%

How many nights will they stay: 1 to 2 (possibly 3 as some local hotels are requiring a 3-night stay for the week of the Spring Ho Festival.)

Do you reserve a room block for this event at an area hotel and if so, for how many rooms and at which hotels: No- not available during this time due to Spring Ho.

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

Have you negotiated a lodging rate at any hotels for participants of your event? Spring Ho rates

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

City	Month/Year Held	Assistance Amount	Number of Hotel Rooms Used
Lampasas, TX	July 2023	\$814.80	(Requested, but hotels no longer supply)
Lampasas, TX	July 2022	\$746.24	“ “
Lampasas, TX	July 2021	\$1,022.00	“ “

How will you measure the impact of your event on area hotel activity? Through surveying lodging facilities in the area and runner registrations/attendee count.

Please list other organizations, government entities and grants that have offered financial support to your project: We estimate approximately 4-6 sponsors for the event. (Limited due to Spring Ho restrictions)

Please check all promotion efforts your organization is coordinating, and the amount financially committed to each media outlet: *(See attached HOT Funding Expense Breakdown)*

Social Media: \$100 Newspaper & Magazine: \$400 (also FREE articles/ads and event listings)

Radio \$0 TV & Online: FREE listings on their event calendars

Press Releases to Media: Listings on timing company's website, RunSignUp page, Emailed out to Media

Other: \$100 Promoting via email marketing on various run site websites, at gyms/health clubs/and regional races via fliers. \$150 for race series promotion (online & print)

What areas does your advertising and promotion reach: We will advertise in statewide runners' magazines (online), as well as on social media. Spring Ho advertising also includes our event. The focus will be throughout the state of Texas and bordering states.

What number of individuals will your proposed marketing reach that are in another city or county? Millions of people living outside of Lampasas County (digital reach.)

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

Expected Attendance Monthly/Annually: N/A

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


City ManagerITEM NO. 7.7

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

Subject:

Discussion and possible action to reschedule or cancel the April 8, 2024 Council Meeting.

Requested By: Becky Sims, City Secretary

Submitted By: Becky Sims, City Secretary

Date Submitted: March 22, 2024

For the Agenda of: March 25, 2024

Procurement and Funding Statement:

N/A

Attachments:

Summary Statement:

This item has been placed on the agenda for Council consideration to reschedule to another date or to cancel the first Council meeting in April due to it falling on April 8, 2024, the same day at the Solar Eclipse Event. The second meeting April is scheduled for April 22, 2024.

Recommendation:

To consider a motion to cancel or to reschedule the April 8, 2024 City Council Meeting.

THIS PAGE INTENTIONALLY LEFT BLANK


City ManagerITEM NO. 7.8

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

Subject:

Discussion and possible action to appoint Randall McGuire to the Airport Zoning Board of Adjustments.

Requested By: Becky Sims, City Secretary**Submitted By:** Becky Sims, City Secretary**Date Submitted:** March 22, 2024**For the Agenda of:** March 25, 2024**Procurement and Funding Statement:****Attachments:** application

Summary Statement:

Mr. Ron Jose resigned from his position on the board in the Fall of 2023. Since that time the board has been soliciting to fill the vacancy. Mr. McGuire has had an interest in joining one of the airport boards for some time and does meet the requirements; specifically having a pilot's license. This board only meets when there are variances or policies to be discussed or considered. Mr. Fingerhut the board chair, does recommend his appointment.

Recommendation:

To consider a motion to appoint Randall McGuire to the to the Airport Zoning Board of Adjustments to fill the vacancy.



City Secretary's Office
312 East Third Street
Lampasas, Texas 76550
(512) 556-6831
Fax# (512) 556-8083
Email: bsims@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): Randall McGuire Email: randalmcguire1950@gmail.com

Home Address: 265 CR 4017 LAMPASAS Home Phone: 512 5251244

Business Address: N/A Business Phone:

Resident of City of Lampasas N/A Years/Months
Resident of Lampasas County 27 Years/Months

Voter Registration Number:

Occupation: Retired

Education: M.Ed., B.S.

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

See Resume

Other Information (Civic Activities, etc)

Past Chairman Lampasas Central Appraisal District ARB
Past Chairman Saratoga Underground Water Conservation District
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: RMcGuire Date: 3-5-2024

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

RANDALL J. McGUIRE

265 CR 4017 – Lampasas, Texas 76550 (512) 512-1244 – randalmcquire1950.com

SUMMARY OF QUALIFICATIONS

Successful, professional management and leadership experience in military operations, logistics and maintenance, facilities management, fiscal management, education and training, and supervision. Proven ability to analyze strategic issues and develop procedures to meet and exceed present and future business and operations requirements. Graduate degree in education, and graduate level coursework in business management. Published author with excellent communications skills. Current FAA airplane pilot license.

AVIATION OPERATIONS, TRAINING, AND MANAGEMENT EXPERIENCE

Regional Manager – Contract logistics manager for the TriService (DOD) C12 (Beechcraft Super King Air) Life Cycle Contract Support aircraft maintenance contract. Supervised 195 highly skilled technical employees and directed aircraft maintenance operations for over 100 aircraft at 45 widely dispersed job sites. Supervised contingency operations support for deployments in Korea, Southwest Asia, and South America.

Flight Operations Supervisor – Managed and conducted multiengine fixed wing flight operations for a US Army Priority Air Transport flight center in the Washington D.C. area.

Airfield Modernization Officer – Operations officer for future planning and operations supervisor for tactical field operations and exercises.

Regimental Aviation Standardization Officer – Chief flight instructor for over 180 pilots and aircrewmembers. Coordinated and implemented training curricula for combat operations during Operation Desert Storm. Combat experienced squadron tactical operations center airspace coordinator, action officer, and AH1 pilot.

US Army Corps Aviation Standardization Officer – Administered aviation standardization program for the largest US Army Corps. Corps level tactical operations center airspace coordinator and aviation staff action officer for major exercises. Airfield operational requirements and safety inspector for 12 NATO joint use airfields and heliports in Southern Germany.

EDUCATION AND TRAINING

- Tarleton State University, Killeen, TX – MEd. (Educational Administration), 2004
- Strayer University, Alexandria, VA – 58.5 trimester hours coursework toward an MBA (Management)
- University of the State of New York, Albany, NY – BS (Liberal Arts), 1993
- Basic Airport Safety and Operations Specialist School – FAA – February 1996
- Fixed Wing and C12 Qualification Course - 1994
- Instrument Flight Examiner Course – 1985 UH1 Instructor Pilot Course – 1982
- Link-Singer Flight Simulator instructor/operator qualified – UH1, AH1, and UH60.

CERTIFICATION AND HONORS

- Former Certified Member of the American Association of Airport Executives
- FAA commercial instrument multiengine airplane and helicopter pilot's license. Over 4700 hour pilot flight time.

THIS PAGE INTENTIONALLY LEFT BLANK


City Manager

ITEM NO. 7.9

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

Subject:

Discussion and possible action to approve the first reading of an Ordinance to declare the unopposed candidates in the May 4, 2024 General City Election as elected and to cancel the election.

Requested By: Becky Sims, City Secretary

Submitted By: Becky Sims, City Secretary

Date Submitted: March 22, 2024

For the Agenda of: March 25, 2024

Procurement and Funding Statement:

N/A

Attachments: Ordinance

Summary Statement:

At the March 8, 2024 Special Called Meeting, Council approved the Certification of Unopposed Candidates and the Order of Cancellation. This Ordinance is the last regulatory requirement in cancelling the Election. Upon adoption of this Ordinance in April, the candidates will be sworn into office at the May 13, 2024 meeting and Certificates of Election will be issued.

Recommendation:

To consider a motion to approve first reading of an Ordinance to declare the unopposed candidates in the May 4, 2024 General City Election as elected and to cancel the election.

Ordinance No. _____

**AN ORDINANCE DECLARING UNOPPOSED CANDIDATES IN THE
MAY 4, 2024 GENERAL CITY ELECTION, ELECTED TO OFFICE;
CANCELING THE ELECTION; PROVIDING A SEVERABILITY CLAUSE;
AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the General City Election was scheduled for May 4, 2024, for the purpose of electing members to the city council; and

WHEREAS, the mandatory, statutory deadline for filing for a position on the City Council expired at close of business on the February 16, 2024; and

WHEREAS, as of close of business on February 16, 2024, no qualified candidate had filed to run against the incumbents for candidacy with the City Secretary to be placed on the ballot as a candidate for the City Council places open for election on May 4, 2024; and

WHEREAS, the City Secretary has certified in writing that: (1) there is no proposition on the ballot, (2) that no person has made a declaration of write-in candidacy, and (3) that each candidate on the ballot is unopposed for election to office; and

WHEREAS, under these circumstances, Subchapter C, Chapter 2, Election Code, authorizes the City Council to cancel the election, at this time, and to subsequently declare the candidates elected to office as of the date/time the election of May 4, 2024 would have been officially canvassed by the City Council.

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

Section 1. The May 4, 2024 General City Election is hereby canceled, and the City Secretary is directed to cause a copy of this Ordinance to be posted on election-day at each polling place that would have been used in the election.

Section 2. The following candidates, who as of this date, and because of the expiration of the statutory filing deadline, will remain unopposed in the General City Election, that was to be held on May 4, 2024, will be declared elected to office and shall be issued certificates of election following the date and time the City Council would otherwise have canvassed the election, i.e., at either the next regular session of the City Council following the May 4, 2024 Texas uniform election date, or at a meeting held on May 13, 2024, which is the date set by statute to canvass elections:

<i>Place 3</i>	<i>Chuck Williamson</i>
<i>Place 4</i>	<i>Cathy Kuehne</i>
<i>Place 5</i>	<i>Davis Keele</i>

Section 3. It is declared to be the intent of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this ordinance is declared invalid by the judgment or decree of a court of competent jurisdiction, the invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this ordinance since the city council would have enacted them without the invalid portion.

READ AND ACKNOWLEDGED this the 25th day of March 2024.

READ AND ADOPTED this the 22nd day of April 2024.

APPROVED:

Herb Pearce, Mayor

ATTEST:

Becky Sims, City Secretary

THIS PAGE INTENTIONALLY LEFT BLANK


City Manager

ITEM NO. 7.10

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

Subject:

Discussion and Possible Action regarding 2024 Consumer Price Index (CPI), adjustment to Municipal Telecommunications Right-of-Way access line rates.

Requested By: Yvonne Moreno, Finance Director

Submitted By: Yvonne Moreno, Finance Director

Date Submitted: March 18, 2024

For the Agenda of: March 25, 2024

Procurement and Funding Statement:

N/A

Attachments:

Summary Statement:

This item is considered annually by Council as a pass through rate to telephone customers. For the past several years the City has opted not to increase access line rates to consumers and due to the relative small impact, staff recommends no action.

Recommendation:

No action or to consider a motion not to raise Right-of-Way access line rates.



Public Utility Commission of Texas

1701 N. Congress Ave., PO Box 13326, Austin, TX 78711-3326

2024 CONSUMER PRICE INDEX (CPI) ADJUSTMENT TO MUNICIPAL TELECOMMUNICATIONS RIGHT-OF-WAY ACCESS LINE RATES

February 28, 2024

PURPOSE

This letter is to notify you that your city's 2024 maximum access line rates have increased by 2.2484% due to inflation, as measured by the CPI. This adjustment has been made pursuant to Chapter 283 of the Local Government Code (House Bill 1777).

DEFAULT RATES FOR 2023: NO CHANGE

Based on the choice made by your city in April 2023, your city's 2024 rate will either be adjusted for inflation, or will remain the same as your 2023 rate. According to our records, when similar CPI adjustments were made in April 2023, you opted NOT to adjust your rates for inflation, (i.e. you chose LESS than the maximum allowable CPI-adjusted rates). Therefore, your 2024 rates will REMAIN at your 2023 level and your rates will NOT increase. You have the option to refuse this default rate and request an increase in rates by taking the action explained below.

ACTION BY CITY: TO REQUEST AN INCREASE

(1) You do not have to respond if you desire to keep your 2024 rates at the 2023 levels. (2) Respond ONLY if you want an INCREASE from the 2023 rates. (3) To request an increase, notify the PUC using page 2 of this letter no later than April 30, 2024. (4) The PUC does not require City council authorization; however, if your city charter requires it, please do so immediately. (5) Verify your contact information and highlight any changes. (6) Make a copy of this document.

WHAT HAPPENS IF A CITY DOES NOT RESPOND BY APRIL 30, 2024?

If a city does not respond by April 30, 2024, the rates for your city will remain at the 2023 levels. The next opportunity to adjust your rates will be September 1, 2024.

WHAT HAPPENS NEXT?

The PUC will notify telephone companies of your desired rates and you will be compensated accordingly no later than July 1, 2024.

FUTURE REVISIONS TO CPI

The access line rates will be revised annually in March depending on whether the CPI changes for the previous year. If the CPI changes for the year 2024, you will receive a similar letter in 2025.

See over...

City of Lampasas

SECTION 1: Your new 2024 CPI adjusted maximum rates are as follows:

Residential: \$1.96 Non-Residential: \$4.42 Point-to-Point: \$6.64

SECTION 2: Your default rates for 2024 are as follows and are the same as your 2023 rates.

Note: This is lower because you have chosen to do so previously.

Residential: \$1.23 Non-Residential: \$2.83 Point-to-Point: \$4.31

To increase your default rates by any amount up to your 2024 maximum rates shown in SECTION 1, notify the PUC by completing the section below. You can mail or fax this page to the PUC. To accept rates in SECTION 2, no action is required.

I _____, Title _____, am an authorized representative for the City/Town/Village of _____. The City declines to accept the default rates indicated in SECTION 2 above. Instead, we choose the following rates: Residential _____; Non-Residential _____; Point-to-Point _____.

Date: _____ Signature: _____

Other Comments:

HOW TO RESPOND

Mail: Stephen Mendoza
Public Utility Commission
P.O. Box 13326
Austin, TX 78711-3326

INQUIRIES

Inquiries only. NOT for sending your response.
HB1777@puc.texas.gov
Phone No: 512-936-7394

Or FAX to Stephen Mendoza at: 512-936-7428;
EMAIL to stephen.mendoza@puc.texas.gov

CITY CONTACT INFORMATION

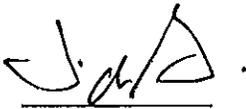
Please notify us if the contact information we have on file for your city has changed. Thank you.

Phone No. 1: (512) 556-6831
Phone No. 2: _____
Fax No: (512) 556-2074
Email: yvonne@cityoflampasas.com

Address

YVONNE MORENO FINANCE DIRECTOR
or current city official responsible for right-of-way issues
CITY OF LAMPASAS
312 EAST THIRD ST
LAMPASAS TX 76550

THIS PAGE INTENTIONALLY LEFT BLANK


City ManagerITEM NO. 7.11

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

Subject:

Discussion and possible action to extend the Emergency Water Supply Agreement between the City of Lampasas and Kempner Water Supply Corporation

Requested By: Finley deGraffenried, City Manager**Submitted By:** Finley deGraffenried, City Manager**Date Submitted:** March 22, 2024**For the Agenda of:** March 25, 2024**Procurement and Funding Statement:**

Emergency reimbursement cost is recommended at \$2.11 per 1000 gallons

Attachments: Emergency Water Contract

Summary Statement:

During 2023, the City entered into an Emergency Water Contract with KWSC for delivery of water in the event a force majeure event occurred with the Central Texas Water Supply Corporation's Lakecliffe Water Treatment Plant. The Contract was critical to the City's delivery of water in 2023 due to extreme heat and drought conditions, lake levels, and damage to raw water pumps at the Lakecliffe plant. The request is to extend the now expired Emergency Contract through 2024. Staff would recommend Council consider the extension through September 2024, with an option for further extension, if needed, through December 2024.

Recommendation:

Motion to extend the Emergency Water Supply Contract with KWSC through September 30, 2024, with the option for an additional extension, if conditions warrant, through December 31, 2024, and to authorize the City Manager to execute related documents and agreements.

RESOLUTION NO. 23-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAMPASAS, TEXAS APPROVING AN EMERGENCY WATER SUPPLY AGREEMENT BETWEEN THE CITY OF LAMPASAS AND KEMPNER WATER SUPPLY CORPORATION; AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, The City Council has appointed the City Manager as the Chief Administrative Officer of the City; and

WHEREAS, The City Manager is responsible for the proper administration of all affairs of the City; and

WHEREAS, The City of Lampasas has an interest in protecting the health and safety of the citizens of Lampasas in Lampasas County; and

WHEREAS, The City of Lampasas has recognized the need to have an emergency water supply readily available in the event of a disruption of service rendering the City unable to provide its citizens with potable water; and

WHEREAS, the City Council finds that a very significant public interest is served by the completion of an Emergency Water Supply Agreement.

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

Section 1: That the City Manager is hereby authorized to execute an Emergency Water Supply Agreement between the City of Lampasas and Kempner Water Supply Corporation and all other documents necessary in Lampasas, Texas.

Section 2: All orders, ordinances, and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 3: That this Resolution shall take effect immediately upon its passage, and it is so resolved.

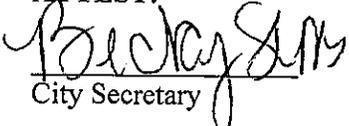
PASSED AND APPROVED this 13 day of November, 2023.

CITY OF LAMPASAS



Mayor

ATTEST:



City Secretary

EMERGENCY WATER SUPPLY AGREEMENT
BETWEEN THE CITY OF LAMPASAS, TEXAS AND
KEMPNER SUPPLY CORPORATION

This Emergency Water Supply Agreement (“Emergency Agreement”) is entered into as of October 1, 2023, (the “Effective Date”), by and between Kempner Water Supply Corporation (“KWSC”), a nonprofit water supply corporation acting pursuant to Chapter 67 of the Texas Water Code, and the City of Lampasas, Texas (the “City”) a municipal corporation of the State of Texas (collectively herein, the “Parties”), for the purpose of providing an emergency water supply to the City.

RECITALS

WHEREAS, KWSC is a Texas non-profit corporation, organized and established under Chapter 67, Texas Water Code, and KWSC independently owns and operates its potable water treatment plant, storage, transmission, and distribution system in order to provide potable water to its customers; and

WHEREAS, the City is a Texas municipal corporation chartered under Article XI, § 5 of the Texas Constitution, and the City independently owns and operates its potable water distribution system in order to provide potable water to its customers; and

WHEREAS, KWSC and City each have and intend to continue operating their respective public water supply systems; and

WHEREAS, both the City and KWSC have contracted with the Brazos River Authority (“BRA”) to reserve raw water in Stillhouse Hollow Reservoir (“Stillhouse”) in order to have a water supply to provide water to their customers; and

WHEREAS, the Parties entered into a Water Sale and Purchase Contract dated December 19, 1979 (“1979 Contract”) and a First Amendment to Water Sale and Purchase Contract dated July 22, 1985 (“1985 Contract”), whereby the City contracted with KWSC for KWSC to (i) have constructed by Central Texas Water Supply Corporation (“CTWSC”) a water treatment plant and (ii) construct and operate a water transmission system designed, in part, to transport water from Stillhouse and deliver it to KWSC and the City; and

WHEREAS, KWSC entered into a Wholesale Water Supply Contract with CTWSC dated May 16, 2000 (“2000 Contract”), pursuant to which CTWSC agreed to withdraw, treat and transmit treated water reserved by KWSC and the City in Stillhouse to Kempner in accordance with the terms of that Contract, which Kempner and CTWSC amended, modified and replaced by a Wholesale Water Supply Contract signed October 27, 2005 (“2005 Kempner-CTWSC Contract”); and

WHEREAS, in settlement of litigation, the City and KWSC entered into a Wholesale Water Supply Contract on August 28, 2006 (“the 2006 Contract”) by which KWSC agrees to transmit the City’s reserved and treated water to the City in accordance with requirements therein; and

WHEREAS, the 2006 Contract was amended on April 30, 2020, by terms which do not impact any provisions in the 2006 Contract referenced in this Emergency Agreement; and

WHEREAS, under the 2006 Contract, KWSC delivers treated water at the meters located on F. M. 580 northeast of the City (“580 Meter”) and on U.S. Highway 190 east of the City (“190 Meter”), into the City’s transmission and distribution system (the “City System”), as shown on Exhibit A; and

WHEREAS, under the 2006 Contract, KWSC bills the City monthly, and the City pays KWSC, for the City’s portion of the CTWSC costs billed monthly to KWSC under the 2005 Kempner-CTWSC Contract for treated water which KWSC delivers at the 580 Meter and 190 Meter; and

WHEREAS, KWSC and City each intend to continue meeting all currently existing contractual obligations which support operation of their respective public water supply systems; and

WHEREAS, the Parties each desire for the terms and conditions of the 2006 Contract and the 2005 Kempner-CTWSC Contract to be unchanged by this Emergency Agreement and for each Parties’ contractual obligations within those agreements to continue for the Term of this Emergency Agreement;

WHEREAS, the Parties desire to develop an alternative source of potable water for the City in the event of an emergency disrupting the City’s capability to provide potable water to its customers; and

WHEREAS, KWSC entered into a contract with Bell County Water Control and Improvement District (“BCWCID”) dated April 26, 2023 (“Bell County Interconnect Contract”), pursuant to which BCWCID agreed to withdraw, treat and transmit treated water reserved by KWSC in Stillhouse to KWSC on an emergency basis in accordance with the terms of that contract; and

WHEREAS, the amount of water reserved for delivery to KWSC under the Bell County Interconnect Contract is adequate to supply the City with its reserved capacity in Stillhouse, and the water to be treated and delivered under the 2006 Contract, on an emergency basis; and

WHEREAS, the governing bodies of KWSC and the City have determined it would serve the public interest for the Parties to provide such alternate water service to the City in the event of an emergency and in accordance with the terms and conditions set forth in this Emergency Agreement; and

WHEREAS, the Parties desire to agree to the terms and conditions for providing water service in the event of an emergency as more particularly defined below.

NOW, THEREFORE, in consideration of the foregoing promises and the mutual agreements, covenants, and conditions hereinafter set forth, KWSC and the City agree as follows:

ARTICLE I.
Definitions

As utilized herein, the following terms shall have these meanings:

- A. Water: means potable water meeting applicable requirements of the Texas Commission on Environmental Quality (TCEQ) or any successor agency of competent jurisdiction delivered at the operating pressure required by the TCEQ.
- B. Emergency: means an act of God or similar unforeseen and unpreventable catastrophic circumstance or disaster, or any other event that renders the CTWSC unable to provide the amount of water contracted for under the 2005 Kempner-CTWSC Contract and the 2006 Contract to KWSC and the City.
- C. Points of Delivery: means the points of connection between the Parties' respective water systems as shown on Exhibit "A" at which KWSC can deliver water to the City.
- D. Appropriate Representative: means the General Manager for KWSC and the City Manager for Lampasas.

ARTICLE II.
General Conditions for Provision of Emergency Water Service

- A. Provision of Service During an Emergency. Subject to the terms and conditions stated herein, in the event of an Emergency, KWSC agrees to provide water service required for operation of the City's water system in the event of an Emergency.
- B. 2005 Kempner-CTWSC Contract. To the extent CTWSC can provide any portion of the City's water demand, KWSC shall ensure that each covenant and representation made by CTWSC in the 2005 Kempner-CTWSC Contract is performed. If KWSC fails to enforce the terms of the 2005 Kempner-CTWSC Contract against CTWSC, the City has a remedy under the 2006 Contract to require KWSC to enforce the terms of the 2005 Kempner-CTWSC Contract against CTWSC.
- C. Volume. The amount of water KWSC delivers to the City during an Emergency must be at least the volume of water delivered to the City under the 2006 Contract.
- D. Duration of Service. KWSC agrees to provide emergency water service to the City in accordance with this Emergency Agreement for the shorter of the following periods:
 - (1) for the reasonable duration of the Emergency giving rise to the request for emergency service, which shall not be more than sixty (60) days; or

- (2) the reasonable duration needed for CTWSC to make the necessary repairs to its water system to provide water to KWSC and the City under the 2005 Kempner-CTWSC Contract.

D. Procedure for Commencement of Service. If, upon the occurrence of an Emergency, the following protocol shall be utilized to confirm the existence of an emergency and to commence emergency water service to the City:

- (1) KWSC's General Manager shall notify the City's City Manager of the fact and nature of the Emergency and the reason why CTWSC is unable to provide water service to KWSC under the 2005 Kempner-CTWSC Contract. Such notification, if given verbally, shall be confirmed in writing and addressed to the City's City Manager within twenty-four (24) hours of the verbal notification.
- (2) The following persons are authorized to confirm the existence of an Emergency:
 - a. Kempner Water Supply Corporation: The General Manager or designee; and
 - b. City of Lampasas: The City Manager or designee.
- (3) Once the existence of an Emergency is confirmed, KWSC's General Manager shall determine the volume of water not delivered during the Emergency by CTWSC to KWSC under the 2005 Kempner-CTWSC Contract, and authorize KWSC's water system to commence water service to the City to meet the full volume of water authorized under the 2006 Contract within twenty-four (24) hours of KWSC's written notification.
- (4) The City shall cooperate at all times with KWSC to ensure the safe and efficient delivery of emergency water service.

E. Ingress and Egress. The Parties agree to ensure the ingress and egress of each Party to the Points of Delivery for all reasonable purposes incident to this Emergency Agreement including, without limitation, inspection, installation, operation, maintenance, or repair of all valves, meters and other equipment utilized.

F. Conservation Restrictions. The City agrees to impose on its customers all voluntary and mandatory conservation and use restrictions imposed by KWSC on its customers in such instances provided, however, that the City shall not be required to impose more stringent controls than the KWSC imposes on its own customers in such instances.

G. Water Quality. KWSC shall provide potable water through Point of Delivery of the same quality provided to its own customers and such water must meet minimum State of Texas drinking water standards. Any water delivered pursuant to this Agreement shall

be measured at the Points of Delivery, and the proper conveyance and distribution of water taken on the City's side of the meter shall be the sole responsibility of the City.

- H. Discontinuance of Emergency Service. KWSC shall promptly notify the City's City Manager of the abatement of the Emergency and KWSC will then discontinue providing water to City pursuant to this Emergency Agreement within a reasonable time of such notice not to exceed twenty-four (24) hours.

ARTICLE III.

Delivery

- A. Points of Delivery. Emergency water service provided shall be delivered from the KWSC to the City to the Points of Delivery described in the 2006 Contract as the locations of the 190 Meter and 580 Meter (collectively, the "Meters"). The location of the Points of Delivery may be modified, at the sole expense of the party requesting the modification, by agreement between the Parties.
- B. Meters. The meters for measuring deliveries to the City are located at the existing 190 Meter and 580 Meter. The bills and payments hereunder shall be calculated using the quantities reported on the 190 Meter and the 580 Meter.

ARTICLE IV.

Rates and Payment

- A. Rates. The City agrees to pay KWSC for emergency water service delivered under this Emergency Agreement at the rate of \$2.00 per 1,000 gallons (the "Rate"), for the difference of the amount of water delivered to the City at the Points of Delivery, and the amount of water delivered to KWSC at the 195 Pump Station. The Rate will remain in effect unless the rate that KWSC pays BCWCID under the Bell County Interconnect Agreement is adjusted. The City agrees to pay the same amount for water delivered under this Emergency Agreement that KWSC pays BCWCID under the Bell County Interconnect Agreement. Notice from KWSC of any price change shall be given to the City at least fifteen (15) days prior to the same going into effect.
- B. Operation and Maintenance. If the City is receiving water from CTWSC under the 2006 Contract, its share of the operation and maintenance costs pursuant to the Bell County Interconnect Agreement will be reduced to be proportional to the amount of water originating from the BCWCID.
- C. Billing Protocol. KWSC shall bill the City in a monthly itemized bill for water service based on the readings from the Meters, as defined herein, at the Points of Delivery. Should the City request that the metering equipment be calibrated to determine any error in accuracy, KWSC shall pay calibration cost if the inaccuracy is found to be in excess of plus or minus 3%. If inaccuracy is less than 3%, the City shall pay cost of calibration. If either Party is due a refund or entitled to additional payment, the same shall be invoiced by the Party claiming same as above, and failure to pay or refund same shall be subject to the same provisions as are applicable to the usual sale of water as provided above.

- D. Payment. Payment shall be made by the City no later than thirty (30) days following the date of the bill for water consumed by the City in the previous billing cycle. Payments not made within the period provided shall be subject to a service charge of 10%.
- E. Suspension of Payment under 2006 Contract. The Parties agree that KWSC will not invoice the City for any water pursuant to the 2006 Contract that the City receives under this Emergency Agreement. Any invoices sent to the City under the 2006 Contract shall not include or shall deduct from it any fees for water received by the City during the Term of this Emergency Agreement.

ARTICLE V.
Remedies

- A. If any Party fails to comply with its obligations in accordance with the notice and opportunity to cure provisions set forth hereunder, the other Party shall have the right to request any court, agency, or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The Defaulting Party shall be liable to the other for all costs actually incurred in pursuing such remedies, including reasonable attorneys' fees, and for any penalties or fines as a result of the failure to comply with the terms.
- B. If either Party at any time disputes the amount to be paid by it to the other Party, the Party shall nevertheless promptly make the disputed payment or payments, but the disputing Party shall have the right to seek a determination from a mediator selected by both Parties whether the amount charged by the other Party is in accordance with the terms of this Agreement.
- C. Notwithstanding any provision in this Agreement to the contrary, if either party (referred to herein as the "Defaulting Party") fails to comply with its obligations under this Agreement or is otherwise in breach or default under this Agreement (collectively, a "Default") then the other party (referred to herein as the "Non-Defaulting Party") shall not have any right to invoke any rights or remedies with respect to any Default until and unless: (i) the Non-Defaulting Party delivers to the Defaulting Party a written notice (the "Default Notice") which specifies all of the particulars of the Default and specifies the actions necessary to cure the Default; and (ii) the Defaulting Party fails to cure, within fifteen (15) days after the Defaulting Party's receipt of the Default Notice, any matters specified in the Default Notice which may be cured solely by the payment of money or the Defaulting Party fails to commence, within a reasonable period of time after receipt of the Default Notice (to be determined according to the nature of the breach or default), the cure of any matters specified in the Default Notice which cannot be cured solely by the payment of money, or fails to thereafter pursue curative action with reasonable diligence to completion.

ARTICLE VI.
Miscellaneous

- A. Term. This Agreement shall continue in effect until December 31, 2023, with one subsequent calendar year renewal for no more than 3 periods of thirty (30) days unless terminated by either party in accordance with Paragraph B below.
- B. Termination. Either party may terminate this Agreement upon thirty (30) days written notice to the other.
- C. No Effect on Customer Contracts. This Agreement shall not affect contracts between a Party and its customers.
- D. No Effect on Water Supply Contracts. This Agreement shall not affect contracts between a Party and its wholesale or retail water supply providers, including any contracts with CTWSC and BCWCID.
- E. Cooperation. The parties hereto agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.
- F. Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes all prior or contemporaneous understandings or representations, whether oral or written, respecting the subject matter hereof
- G. Amendments. Any amendment hereof must be in writing and signed by the authorized representative of each party hereto.
- H. No Amendment of Other Agreements. Unless otherwise expressly stipulated herein, this Agreement is separate from and shall not constitute an amendment or modification of any other agreement between the parties.
- I. No Third-Party Beneficiaries. This Agreement shall inure only to the benefit of the parties hereto and third persons not privy hereto shall not, in any form or manner, be considered a third-party beneficiary of this Agreement. Each party hereto shall be solely responsible for the fulfillment of its customer contracts or commitments.
- J. Applicable Law. This Agreement shall be construed under and in accordance with the laws of the State of Texas.
- J. Venue. Venue for any action arising hereunder shall be in Lampasas County, Texas.
- K. Effective Date. This Agreement shall be effective from and after October 1, 2023 upon due execution hereof by all parties.

AGREED:

CITY OF LAMPASAS:

Finley deGraffenried, City Manager

Date: _____

KEMPNER WATER SUPPLY
CORPORATION

Dennis Kliza, President, Board of Directors

Date: _____

EXHIBIT "A" – Points of Delivery

THIS PAGE INTENTIONALLY LEFT BLANK


City ManagerITEM NO. 7.12

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

Subject:

Discussion and possible action regarding approval to utilize joint use funds between the City of Lampasas and Kempner Water Supply Corporation (“KWSC”) for injection site at the Ivy Mountain Tank.

Requested By: Finley deGraffenried, City Manager

Submitted By: Finley deGraffenried, City Manager

Date Submitted: March 22, 2024

For the Agenda of: March 25, 2024

Procurement and Funding Statement:

Funds would be utilized from the shared Joint Use Facilities Account, current balance \$373,574.22.

Attachments:

Summary Statement:

As presented at the March 4, 2024 joint meeting with the KWSC Board of Directors, Kempner Water is proposing the use of Joint Use Facilities account balance for the construction of a disinfectant injection site at the Ivy Mountain Tank. The injection would benefit both entities, stabilizing, and even increasing disinfection levels at the City’s point of delivery. Ivy Mountain is considered a “Covered Tank” and a joint use facility with the City having a contractual capacity of 63%, or 1,197,000 gallons. The estimate, as provided by KWSC staff is \$125,000.00. KWSC will be responsible for the design and procurement of the project.

Recommendation:

Based on the benefit to both entities, staff recommends a motion to utilize KWSC and City of Lampasas Joint Use Facility funds for the design and construction of disinfection injection at the Ivy Mountain Tank, in an amount not to exceed \$150,000.00

THIS PAGE INTENTIONALLY LEFT BLANK



City Manager

ITEM NO. 7.13

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

Subject:

Discussion and possible action to consider amendment to the 2006 Wholesale Water Supply Contract between the City of Lampasas and Kempner Water Supply Corporation.

Requested By: Finley deGraffenried, City Manager

Submitted By: Finley deGraffenried, City Manager

Date Submitted: March 22, 2024

For the Agenda of: March 25, 2024

Procurement and Funding Statement:

N/A

Attachments: Draft 2012 Amendment

Summary Statement:

As discussed previously, and most recently at the March 4, 2026 joint meeting with the KWSC Board of Directors, Council is asked to provide input, and consider direction to staff, on the negotiation of an Amendment to the 2006 Wholesale Water Contract. The general purpose of the Amendment would be to allow a defined percentage of water, delivered to the City, to be purchased from KWSC. The 2006 Wholesale Contract does not include the provision for the purchase of water from the Kempner plant, which has also been confirmed through litigation. Where it is impossible to match gallon for gallon water Kempner receives from Central Texas Water Supply Corporation v. water delivered to the City, the Amendment makes sense. The Amendment should not be so broad as to allow Kempner to circumvent the obligations of the 2006 Wholesale Contract, however. If directed, staff will return a draft Amendment to Council for consideration at a future meeting.

Recommendation:

Motion to direct staff, in consultation with legal counsel, to enter into negotiation with KWSC on the First Amendment to the 2006 Wholesale Water Supply Contract for the allowance of the purchase of a defined amount of water from KWSC.

DRAFT

FIRST AMENDMENT TO 2006 WHOLESALE WATER SUPPLY CONTRACT BETWEEN KEMPNER WATER SUPPLY CORPORATION AND THE CITY OF LAMPASAS

This First Amendment (“Amendment”), executed to be effective as of _____, 2012 by and between KEMPNER WATER SUPPLY CORPORATION (“KWSC”), a Texas water supply corporation, and the CITY OF LAMPASAS, TEXAS, a Texas municipal corporation (the “City”) (collectively called herein the “Parties”), is intended to amend and supplement that certain 2006 WHOLESALE WATER SUPPLY CONTRACT BETWEEN KEMPNER WATER SUPPLY CORPORATION AND THE CITY OF LAMPASAS (the “Contract”).

RECITALS

WHEREAS, the Contract requires KWSC to deliver treated water to the City at the metered outlet at the Ivy Mountain Tank Site in amounts up to the City’s reserved pipeline capacity (6.9 MGD); and

WHEREAS, the Contract requires the City to pay KWSC for treated water, on a monthly basis, the amount per 1000 gallons that KWSC pays to Central Texas Water Supply Corporation (“CTWSC”) as CTWSC Treated Water Cost pursuant to the Wholesale Water Supply Contract executed between CTWSC and KWSC on October 27, 2005 (“CTWSC Contract”); and

WHEREAS, the Contract also requires the City to pay KWSC a percentage of CTWSC O&M Expense based on the defined City Percentage, and further provides that, if KWSC agrees in the CTWSC Contract to a “floor” or take-or-pay percentage of CTWSC O&M Expense, the City and KWSC will pay that floor increment based on the ratio of their respective capacities in their 7.68 MGD of CTWSC Water Treatment Plant Capacity, or 63% for the City and 37% for KWSC, which ratio is not to be adjusted even if KWSC relinquishes its capacity in the CTWSC Water Treatment Plant; and

WHEREAS, under the Contract, 4.84 MGD of CTWSC Water Treatment Plant Capacity was reserved to the City, and 2.84 MGD was reserved to KWSC; and

WHEREAS, since 2006 KWSC has constructed its own water treatment plant (“KWSC Plant”); and

WHEREAS, as of January 1, 2011, KWSC relinquished to CTWSC its reserved 2.84 MGD (but not the City’s reserved 4.84 MGD) in the reserved CTWSC Water Treatment Plant Capacity; and

WHEREAS, KWSC uses the KWSC Existing System to deliver treated water to both the City and KWSC retail customers; and

WHEREAS, KWSC desires to deliver treated water from the KWSC Plant to its retail customers and to minimize purchase of CTWSC treated water in excess of the City's requirements; and

WHEREAS, when KWSC has occasionally encountered difficulty in predicting with precision the City's requirements for CTWSC treated water during a particular billing period, KWSC has either supplied the City with treated water from the KWSC Plant or purchased CTWSC water in excess of the City's requirements; and

WHEREAS, under the CTWSC Contract CTWSC is obligated to deliver to KWSC treated water of a quality sufficient to meet the requirements for potable water established by the Texas Commission on Environmental Quality and the United States Environmental Protection Agency; and

WHEREAS, the Contract does not currently provide expressly for payment to KWSC for treated water from the KWSC Plant; and

WHEREAS, the City desires to preserve and maintain its 4.84 MGD in reserved CTWSC Water Treatment Plant Capacity, to continue to receive its treated water from CTWSC pursuant to the Contract (while recognizing the possibility of the commingling of CTWSC treated water with KWSC treated water upon construction of a KWSC treatment plant, Contract, Section 3.7) and for KWSC to continue to enforce the terms of the CTWSC Contract, while providing for payment to KWSC for amounts of treated water from the KWSC Plant not to exceed 5% of the City's annual requirements or 25% of the City's monthly requirements for any month; and

WHEREAS, the parties desire to provide for payment to KWSC for treated water from the KWSC Plant, not to exceed 5% of the City's annual requirements or 25% of the City's monthly requirements for any month, (i) of the same amount of treated water cost per 1000 gallons for electricity and chemicals that the City would pay if all its treated water in that month came from CTWSC, and (ii) by calculating City payment of any floor increment included in the CTWSC O&M Expense pursuant to 3.5.B.1 of the Contract as if all treated water in that month came from CTWSC, subject to the limitations and other conditions set forth herein, including that this amendment shall not result in the City paying a larger cost in any month for treated water (including without limitation a larger cost in any month for floor increment) than if all of its treated water for the month came from CTWSC.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, KWSC and the City hereby agree to amend and supplement the Contract as follows:

**SECTION I
PROVISION FOR PAYMENT FOR CERTAIN AMOUNTS OF
KWSC TREATED WATER**

1.1 The following paragraph is added at the end of Section 3.5.A, Treated Water Cost:

Upon delivery to the City of treated water from the KWSC Plant, KWSC may bill for and the City shall pay KWSC as "KWSC Treated Water Cost" the same amount per 1000 gallons for volumes of KWSC Plant treated water that CTWSC has charged KWSC as CTWSC Treated Water Cost (i.e., chemicals and energy) for the same usage month. The volume for which KWSC Treated Water Cost may be charged shall not exceed 25% of the City's requirements for the month billed ("25% Monthly Volume Limitation") nor 5% of the City's annual requirements ("5% Annual Volume Limitation"), measured during the City's fiscal year (which runs from October 1 through September 30). In consideration of the City's agreements herein, KWSC agrees that it will reflect on City bills the cumulative percentage of the City's annual requirements billed for KWSC Treated Water Cost and that it will not bill for amounts in excess of the limits agreed herein. The parties intend that the foregoing provisions shall not increase the City's payment in any month for treated water cost above what would have been charged if all treated water in that month had come from CTWSC; accordingly, the City will not pay more for KWSC Treated Water Cost plus CTWSC Treated Water Cost in a particular month than it would have paid if all treated water in that month had come from CTWSC. An example is attached as Exhibit A. For purposes of the City's monthly payment for KWSC Treated Water Cost under this section, City usage will be based on the metered delivery at the City Delivery Points, which are the existing meters located on F. M. 580 and on U.S. Highway 190, as defined in Section 3.6 of the Contract and as shown on the System Map attached thereto (adjusted for outflow), less the metered usage of treated water from CTWSC at the KWSC Point of Delivery. KWSC will verify and correct the City usage for KWSC Treated Water Cost at the end of the City's fiscal year. Within thirty days of the end of the City's fiscal year, KWSC shall report the results of this verification to the City, providing a refund or bill if indicated, and providing such explanatory notes and backup documentation as may be required in order to support the annual correction. Notwithstanding the foregoing, to the extent that an event constituting Force Majeure as to CTWSC under the CTWSC Contract prevents KWSC from delivering sufficient quantities of CTWSC Treated Water in a particular usage month to meet the City's requirements and KWSC

supplies KWSC Plant treated water from the KWSC Plant in the amount so prevented from CTWSC (the "Force Majeure Quantity") (i) such Force Majeure Quantity shall be subject to the 25% Monthly Volume Limitation and to the 5% Annual Volume Limitation and (ii) the City shall pay as treated water cost for such Force Majeure Quantity of KWSC Plant treated water the same amount per 1000 gallons that CTWSC has charged KWSC as CTWSC Treated Water Cost for the same usage month; but if CTWSC has not charged CTWSC Treated Water Cost for the same usage month, the City shall pay for KWSC Plant treated water the average cost per 1000 gallons that CTWSC has charged KWSC as CTWSC Treated Water Cost over the preceding six months.

The parties agree that this Amendment does not provide for the City to be charged "KWSC O&M Cost" as defined in Section 3.5.C. of the Contract for payment to KWSC for amounts of treated water from the KWSC Plant; the scope and applicability of Section 3.5.C. is expressly not amended or expanded in application by this Amendment.

1.2 The following paragraph is added at the end of Section 3.5.B.1., City Payment of CTWSC O&M Expense:

In the event KWSC delivers treated water from the KWSC Plant to the City in a particular month, in calculating whether the City Payment of CTWSC O&M Expense will include "floor" increment for that month, the parties shall calculate the amount of "floor" increment as if all treated water delivered to the City had come from the CTWSC plant, not the KWSC plant. The City Payment of CTWSC O&M Expense shall not include floor increment where the total volume of treated water delivered to the City (whether from the KWSC plant or CTWSC) divided by total CTWSC production multiplied by 100 is equal to or exceeds the then-current floor percentage. Where "floor" increment results solely from a drop in City demand for treated water in a particular month, the City and KWSC will continue to pay such floor increment based on their respective ratios set forth in Section 3.5.B.1, i.e., 63% for the City and 37% for KWSC.

SECTION II TERM OF AMENDMENT

Section 2.0 Term of Amendment. The initial term of this Amendment shall end two years after the date on which this Amendment is executed by both parties ("Effective Date"). However, the parties may mutually agree in writing before the end of the initial term to extend the Amendment for an additional five (5) year term, and (prior to expiration of that five-year term) may mutually agree in writing to extend the Amendment for a second five (5) year term. During the initial or any subsequent term,

either party, with or without cause, may terminate this Amendment on 90 days' written notice.

**III
MISCELLANEOUS**

Section 3.1. Each capitalized term used herein has the definition given to it in the Contract, unless it is otherwise specifically defined herein.

Section 3.2 The terms and provisions of the Contract not specifically amended hereby are ratified and confirmed and remain in full force and effect as supplemented hereby. By entering into this Amendment, neither party waives any rights under the Contract, including the right to insist upon full and complete performance of the Contract, including with respect to billing.

Section 3.3. This Amendment shall become effective upon execution by both parties.

Section 3.4. The parties may mutually agree in writing executed by each party to alter the 25% Monthly Volume Limitation and 5% Annual Volume Limitation set forth above, or to waive the applicability of those limitations in specific circumstances.

IN WITNESS WHEREOF, this First Amendment has been executed on behalf of the City of Lampasas and Kempner Water Supply Corporation by their duly authorized representatives.

KEMPNER WATER SUPPLY CORPORATION

By: _____
President

Attest: _____
Secretary

Date: _____

CITY OF LAMPASAS, TEXAS

By: _____
Jerry Grayson, Mayor

Attest: _____

Date: _____

EXHIBIT A - Treated Water Cost

Assume total City usage of treated water for the month is 31,430,000 gallons.
Assume 5% or 1,571,500 gallons is treated water from the KWSC Plant, with 29,858,500 gallons from CTWSC.
Assume for that month CTWSC Treated Water Cost was billed at \$.2525/1,000 gallons for electric cost and \$.0963/1,000 gallons for chemical cost.
The City's bill for CTWSC Treated Water Cost will be \$7539.27 (electric - \$.2525 x 29,858) + \$2,875.37(chemical - \$.0963 x 29,858) = \$10,414.64.
In addition, KWSC may bill the City for KWSC Treated Water Cost of \$396.80 (electric: \$.2525 x 1571.5) + \$151.34 (chemical: \$.0963 x 1571.5) = \$548.14.
The City pays a total of \$7,936.08 (electric) + \$3,026.71 (chemical), as if all treated water came from CTWSC.

DRAFT

THIS PAGE INTENTIONALLY LEFT BLANK


City Manager

ITEM NO. 7.14

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

Subject:

Discussion and Possible Action regarding the first reading to adopt an ordinance amending Appendix A of the City of Lampasas, Texas Code of Ordinances, Chapter 62, Solid Waste, Article III; Billing Rates and Fees related to the collection of Solid Waste; providing for severability and repealer clauses; and providing an effective date.

Requested By: Yvonne Moreno, Finance Director

Submitted By: Yvonne Moreno, Finance Director

Date Submitted: March 18, 2024

For the Agenda of: March 25, 2024

Procurement and Funding Statement:

N/A

Attachments: Ordinance, Request by Waste Connections

Summary Statement:

The City renewed the contract with Waste Connections on May 1, 2020. According to the contract, Waste Connections will receive an annual increase that follows the CPI index. This year, the request is for an increase of 3.66%.

Recommendation:

Motion to adopt the Ordinance to implement new rates set by contract with Waste Connections.



WASTE CONNECTIONS
LONE STAR, INC.
Connect with the Future

January 26, 2024

Finley DeGraffenried, City Manager
City of Lampasas
312 E. Third St.
Lampasas, Tx 76550

Dear Mr. DeGraffenried:

Waste Connections, formerly Progressive Waste Solutions appreciates the opportunity to have serviced your community this past year. We have made every effort to ensure that you receive the best service possible at the most affordable prices.

As per our agreement, we must request from the City of Lampasas the annual Consumer Price Index (CPI) rate adjustment called for in our agreement. The percentage of increase, calculated by the mechanism within our agreement, equals 3.66 % increase to your rates. I have enclosed the CPI information as well as a sheet with the revised rates for the services we provide. We request that these new rates for services rendered become effective May 1st, 2024.

Waste Connections is committed to maintaining the highest quality of service to the City of Lampasas. We would like to take this opportunity to thank the City staff, business community, and residents for your continued patronage.

Sincerely,

Jimmy Esparza
Waco District Manager
Waste Connections Lone Star, Inc.

Enclosure

City of Lampasas Solid Waste Pricing Comparison

Residential Adjustment	3.66%
Commercial Adjustment	3.66%
Roll Off Adjustment	3.66%

Current Pricing Schedule

Commercial Size / Pickup	1 x Week	2 x Week	3 x Week	4 x Week	5 x Week	Locks	Extra Pickups
2 Cu Yd	\$73.12	\$168.14	\$252.19	\$336.31	\$420.38		\$38.91
3 Cu Yd	\$168.14	\$336.31	\$504.43	\$672.56	\$840.74		\$74.42
4 Cu Yd	\$224.20	\$447.20	\$672.56	\$896.75	\$1,120.97		\$92.29

Open Top Roll Off Containers	Residential	Commercial Hand
Haul Fee	\$ 456.14	\$ 18.18
Disposal Fee	\$ 36.49	\$ -
Delivery Charge	\$ 304.10	\$ 18.18
Daily Container Rental	\$ 7.30	
Compactor Haul	\$ 547.37	
City RO Delivery	\$ 243.28	
City RO Haul Fee	\$ 352.75	
City Disposal Per Ton	\$ 36.49	

Proposed Pricing Schedule (Effective May 1st, 2024)

Commercial Size / Pickup	1 x Week	2 x Week	3 x Week	4 x Week	5 x Week	Locks	Extra Pickups
2 Cu Yd	\$ 75.80	\$ 174.29	\$ 261.42	\$ 348.62	\$ 435.75		\$ 38.26
3 Cu Yd	\$ 174.29	\$ 348.62	\$ 522.89	\$ 697.18	\$ 871.51		\$ 77.14
4 Cu Yd	\$ 232.41	\$ 463.57	\$ 697.18	\$ 929.57	\$ 1,162.00		\$ 95.67

Open Top Roll Off Containers	Residential	Commercial Hand
Haul Fee	\$ 472.84	\$ 18.95
Disposal Fee	\$ 37.83	\$ -
Delivery Charge	\$ 315.23	\$ 18.95
Daily Container Rental	\$ 7.57	
Compactor Haul	\$ 587.41	
City RO Delivery	\$ 252.18	
City RO Haul Fee	\$ 365.66	
City Disposal Per Ton	\$ 37.83	

CPI calculation for Hauling Portion					
Dec 2023	288.754				
Dec 2022	288.205				
Difference	10.549	+	288.205	=	3.66%

Disposal Rate Adjustment		Tons Per Month	
New rate	\$ -	X 722.00	= \$ -
Old rate	\$ -	X 722.00	= \$ -
Difference	\$ -		\$ -
Current Revenue per month		\$ 102,171	0.00%

CPI calculation for Hauling Portion			
Disposal Rate Adjustment			3.66%
Total % Increase			0.00%
			3.66%

	Residential Revenue	Commercial Revenue	% of Increase	Increase Amount
	\$ 45,931	\$ 56,240	3.66%	\$ 1,681.17
		\$ 102,171	3.66%	\$ 2,058.52
				\$ 3,739.69

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A OF THE CITY OF LAMPASAS CODE OF ORDINANCES, CHAPTER 62, SOLID WASTE, ARTICLE III – BILLING, RATES AND FEES RELATED TO THE COLLECTION OF SOLID WASTE; PROVIDING SEVERABILITY AND REPEALER CLAUSES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lampasas, as a home-rule municipal corporation legally authorized by the State of Texas to regulate the solid waste collection rates for services provided to the various classes of customers in its municipal waste collection system; and

WHEREAS, the City Council, the City Manager and the City Staff have recognized the need for an increase in the fees regarding all collection in the City; and

WHEREAS, as a result of this effort by the City Council, its City Manager and its Staff, the increase in rates will begin with the first billing in May 2024.

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

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

SECTION II. THAT Appendix A of the Code of Ordinances, Chapter 62, City of Lampasas, Texas is hereby amended to read as follows:

Appendix A – Fee Schedule

Chapter 62. Solid Waste

Article III. Billing; Rates and Fees

(a) Collection service fees (minimum monthly)

(1) Industrial and commercial units:

Effective for the City’s Billing Cycles, beginning on or after the final approval of this Ordinance and fulfillment of applicable publication requirements.		NUMBER OF PICKUPS PER WEEK					
		ONE (1)	TWO (2)	THREE (3)	FOUR (4)	FIVE (5)	Each Extra Pick Up
SIZE OF DUMPSTER	QUANTITY						
(a) THREE CUBIC YDS	1	80.97	186.18	279.25	372.40	465.47	40.87
(b) SIX CUBIC YDS	1	186.18	372.40	558.55	744.73	930.95	82.40
(c) EIGHT CUBIC YDS	1	248.26	495.19	744.73	992.97	1,241.25	102.19

(Description)

(Amount)

(1a) Commercial Hand Pick Up \$20.14

(2) (No Change in this item.)

(3) Residential units (monthly collection fees) \$21.89
"At Your Door"

(4) (No change in this item.).

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

SECTION IV. CONFLICTING ORDINANCES. This ordinance supersedes and repeals all ordinances or parts of ordinances, if any, in conflict herewith; however, such present ordinances shall remain in full force and effect until the effective date of this ordinance.

SECTION V. EFFECTIVE DATE. This ordinance shall be effective upon the 1st billing of the month following the final passage and publication as provided in Section 2:12 of the City Charter of the City of Lampasas, Texas.

READ and APPROVED on First Reading on the _____ day of March 2024.

READ and ADOPTED on Second Reading on the _____ day of April 2024.

Herb Pearce, Mayor

ATTEST:

Becky Sims, City Secretary

Approved in Form by the City Attorney:

Jo-Christy Brown, Esq.Executed on a Separate page to be Attached hereto

THIS PAGE INTENTIONALLY LEFT BLANK



City Manager

ITEM NO. 7.15

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

Subject:

Discussion and possible action regarding the approval of a Golf Cart fee increase at Hancock Park Golf Course

Requested By: Kris Morin, Golf Course Manager

Submitted by: Kris Morin, Golf Course Manager

Date Submitted: March 22, 2024

For the Agenda of: March 25, 2024

Procurement and Funding Statement:

N/A

Attachments: Ordinance

Summary Statement:

At the February 26, 2024 Council approved the lease agreement with Club Car Golf Carts for forty (40) golf carts and two (2) utility work carts. At that time, Council was advised of Staff recommendation to increase golf cart fees to offset increase in rental fees. It is Staff's recommendation to increase fees by \$5.00, please see attached fee schedule. The Golf Course Advisory Board did meet and approve the recommended fee increase at their March 14, 2024 meeting.

Recommendation:

To consider a motion to approve the first reading of an Ordinance amending Lampasas Code of Ordinances, Appendix A -Fee Schedule Chapter 54 Parks and Recreation, G. Golf Course Fees.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY LAMPASAS, TEXAS AMENDING APPENDIX A FEE SCHEDULE, CHAPTER 54, ENTITLED ‘PARKS AND RECREATION’, ARTICLE I, IN GENERAL SECTION (c) GOLF (g) GOLF COURSE FEES; CONTAINING SEVERABILITY AND REPEALER CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.

RECITALS

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

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

PART 1:

Appendix “A” Fee Schedule, Chapter 54, entitled ‘Parks and Recreation’, Article I, Section (c) Golf (g) Golf Course Fees, as worded and detailed below:

- APPENDIX A- Fee Schedule
- Chapter 54-Parks and Recreation
- Article I – In General
- (a)-(b) (no changes)
- (c)- Golf
- (d)-(f) Reserved
- (g) Golf Course Fees

Description		Amount	Section this Code
(c)	Golf:		
(d)–(f)	Reserved.		
(g)	Golf course fees:		
(1)	Weekday green fee	24.00	
(1)	Weekday green fee W/½ cart	39.00	44.00
(3)	Weekday, 9 holes green fee	16.00	
(4)	Weekday, 9 holes green fee W/½ cart	23.50	26.00
(5)	Weekend green fee	29.00	
(6)	Weekend, green fee W/½cart	44.00	49.00
(7)	Weekend, 9 holes green fee	19.00	
(8)	Weekend, 9 holes green fee W/½ cart	26.50	29.00

	(9)	Golf cart rental, 9 holes	15.00	
	(10)	Golf cart rental, 18 holes (½ cart)	15.00	20.00
	(11)	Golf cart rental, 18 holes	30.00	40.00
	(12)	a)	Golf cart shed: 6-month rental	175.00
			Cart shed renters must have a cart and be a member of Hancock Park Golf Course.	
			All non-members who have personal Carts must pay a non-member trail fee.	
		b)	Late fee of 10% of the total membership fee will be assessed on memberships not paid by the 15th of the month in which it is due, and if the membership is not paid by the last day of the month the members cart and belongings will be removed and stored at the owner's expense and the shed will be rented to the next person on the waiting list.	
	(13)	Trail fee (non-member)	15.00	20.00
	(14)	Trail fee (member), 6-month membership	75.00	
	(15)	Membership requirements:		
		Golf course memberships run from January 1 through June 30 and July 1 through December 31, with the exception of student memberships, which run on a monthly basis.		
		Single, 6-month membership	385.00	
		Single membership consists of one person		
		Couple, 6-month membership	475.00	
		Couple's membership consists of a husband and wife, a parent and child, with the child being 18 years of age and under, living at the same residence as the parent, or a couple comprised of significant others living at the same residence.		
		Family, 3 members, 6-month membership	550.00	
		First additional family member	125.00	
		Each additional family member	125.00	
		Family membership consists of three immediate family members with the children being 18 years of age and under, all living in the same residence.		
		Student fee, per month, with certain rules	30.00	

		Student membership consists of children who are students, enrolled in the Lampasas Independent School District (Middle and high school golf team members will play free during the season from January 1 through the end of all tournaments.)		
		School tourneys, per player	5.00	
	(16)	Jr. Green Fee	10.00	
		(Child must be 12 yrs. of age and under)		
	(17)	Senior (55 years of age and older)		
		Weekday green fee	21.00	
		Weekday green fee W/½ cart	36.00	41.00
		Weekend green fee	26.00	
		Weekend green fee W/½ cart	41.00	46.00
	(18)	Active-Duty military		
		Weekday green fee	18.00	
		Weekend green fee	23.00	

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

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

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

Date of First Reading: March 25, 2024

Date of Second Reading: April 22, 2024

PASSED AND APPROVED THIS THE 22nd day of April, 2024

TJ Monroe, Mayor

ATTEST:

Becky Sims, City Secretary

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


City ManagerITEM NO. 7.16

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

Subject:

Discussion and possible action regarding the approval of a new logo for the Hancock Springs Golf Course.

Requested By: Kris Morin, Golf Course Manager

Submitted by: Kris Morin, Golf Course Manager

Date Submitted: March 22, 2024

For the Agenda of: March 25, 2024

Procurement and Funding Statement:

N/A

Attachments: Logo

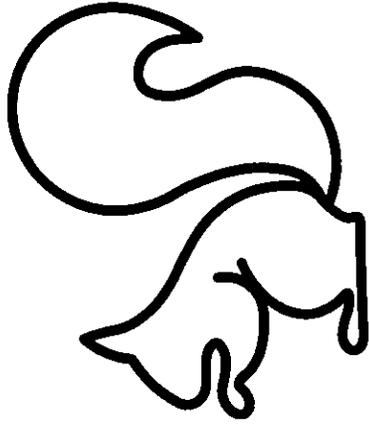
Summary Statement:

Staff has met and discussed the need to update the logo at the Golf Course. The proposed logo was presented and approved by the Golf Course Advisory Board.

Recommendation:

To consider a motion to approve the new logo design for the Hancock Springs Golf Course.

FANCOCK PARK



EST.

1945

GOLF COURSE

Lampasas, Tx