

**NOTICE OF REGULAR MEETING OF THE GOVERNING BODY  
OF THE CITY OF LAMPASAS, TEXAS  
CALVERT MUNICIPAL BUILDING  
CITY COUNCIL CHAMBERS  
302 E THIRD STREET  
Monday, April 22, 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, April 22, 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 and presentation from Chris Huffman, Nextlink on the deployment and installation progress throughout Lampasas. *(pgs. 5-6)*
3. Discussion regarding the draft Access and Use Agreement between the County of Lampasas Rodeo Association and City of Lampasas. *(pgs. 7-12)*
4. Discussion regarding the results of the bids submitted for the Hostess House Rehabilitation. *(pgs. 13-14)*
5. Discussion regarding the Wings of Eagles non-profit organization using the Historic Colored School and the New Hope Baptist Church. *(pgs. 15-26)*
6. Discussion and recap from the Solar Eclipse Event that took place on Monday, April 8, 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

- *Proclamation supporting Lineman Appreciation Day April 18, 2024 (pgs. 29-30)*
- *Proclamation supporting National Library Workers Day as April 25, 2024 (pgs. 31-32)*
- *Proclamation supporting Professional Municipal Clerks Week May 5<sup>th</sup>-May 11<sup>th</sup>, 2024 (pgs. 33-34)*

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 <b>not included</b> 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 <b>that is included</b> on the Agenda may do so at this time.	N/A
1.3	Public hearing to receive citizen comments relating to correcting the verbiage in Ordinance 920 adopted by City Council in December 2000 that abandoned a portion of West Avenue A between Block 1, Lots 9 & 10 and Block 2, Lots 4 & 5 in the Fairview Addition.	35-40

2.0	MINUTES	PAGES
2.1	Discussion and possible action concerning the approval of minutes of the Regular City Council Meeting held on March 25, 2024	41-52

3.0	CONSENT AGENDA	PAGES
3.1	Discussion and possible action regarding the over \$4,000.00 report for March 1, 2024-March 31, 2024.	53-58
3.2	Discussion and possible action regarding the January 2024 Investment Report.	59-76
3.3	Discussion and possible action to approve the second 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.	77-80
3.4	Discussion and possible action to approve the second reading of an Ordinance to approve amending Appendix A Fee Schedule, Chapter 54, entitled Parks and Recreation, Article I, Golf Course Fees	81-84
3.5	Discussion and possible action to approve the second reading of an Ordinance to approve amending Appendix A Fee Schedule, Chapter 62, Solid Waste, Article III, Billing Rates and Fees related to Collection of Solid Waste.	85-88

4.0	BOARDS/DEPARTMENT REPORTS	PAGES
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4.1	<ol style="list-style-type: none"> <li>1. <b>Golf Course Monthly Report</b></li> <li>2. <b>Municipal Court Monthly Report</b></li> <li>3. City Secretary Monthly Report</li> <li>4. Utility Billing and Collections Monthly Report</li> <li>5. Public Works Monthly Report for Electric, Streets, Water/Wastewater</li> <li>6. Police Department Monthly Report</li> <li>7. Building Official Monthly Report</li> <li>8. Economic Development Monthly Report</li> <li>9. Fire Department Monthly Report</li> <li>10. Parks and Recreation Monthly Report</li> <li>11. Information Systems Monthly Report</li> <li>12. Library Monthly Report</li> </ol>	89-110
5.0	ROUTINE MATTERS	PAGES
5.1	City Manager's Operational Report <ul style="list-style-type: none"> <li>• I-14</li> <li>• WCID Dam Tour</li> <li>• Calvert Signage</li> <li>• EMS Report</li> </ul>	N/A
5.2	MAYOR'S COMMENTS	N/A

6.0	UNFINISHED BUSINESS	N/A
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7.0	NEW BUSINESS	PAGES
7.1	Discuss and select website photo contest winner.	111-114
7.2	Discussion and possible action regarding Fire Department staffing changes.	115-116
7.3	Discuss and consider award of bid to ASD Contractors for the for the Hostess House Rehabilitation in the amount of \$2,212,950.00	117-118
7.4	Discussion and possible action regarding the Go Texan BBQ Cook-Off and Concert October 11-October 12, 2024 at the 580 Sports Complex.	119-124
7.5	Discuss and consider direction to staff to prepare agreement by and between the Wings of Eagles and the City of Lampasas for use of the New Hope Baptist Church and the Historic Colored School.	125-126
7.6	Discussion and possible action to appoint Kristy May to the Library Advisory Board to fill vacancy.	127-130
7.7	Discussion and possible action to approve the first reading of an Ordinance correcting the verbiage in Ordinance 920 adopted by City Council in December 2000 that abandoned a portion of West Avenue A between Block 1, Lots 9 & 10 and Block 2, Lots 4 & 5 in the Fairview Addition.	131-132
7.8	Discussion and possible action regarding and agreement between the City of Lampasas and M&S Engineering for the Stand-By Generator Design Project in an amount not to exceed \$35,000.00.	133-152

Adjourn into Executive Session

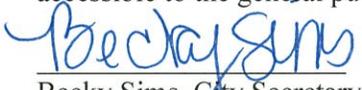
<b>EXECUTIVE SESSION</b>
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The City Council of the City of Lampasas, Texas will meet in closed Executive Session pursuant to the Texas Government Code, Chapter 551, as follows:

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	Section 551.074 (personnel matters), to deliberate the appointment, employment, evaluation, reassignment, duties of City Manager; and other personnel matters as allowed by Texas Government Code, Chapter 551
8.3	Adjourn executive session and reconvene Regular 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 16 day of April 2024 at 7:50pm

  
Becky Sims, City Secretary

  
City Manager

ITEM NO. WORKSHOP-2

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

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**Subject:**

Discussion and presentation from Chris Huffman, Nextlink on the deployment and installation progress throughout Lampasas

**Requested By:** Becky Sims, City Secretary

**Submitted By:** Becky Sims, City Secretary

**Date Submitted:** April 10, 2024

**For the Agenda of:** April 22, 2024

**Procurement and Funding Statement:**

**Attachments:**

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**Summary Statement:**

This item has been placed on the workshop agenda to allow Mr. Huffman to provide an update on mobilization and completion of the remaining phases for Nextlink fiber deployment in the City of Lampasas.

**Recommendation:**

Discussion only

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City ManagerITEM NO. ~~WORKSHOP-3~~

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

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**Subject:**

Discussion regarding draft of the Access and Use Agreement between the City of Lampasas and the County of Lampasas Rodeo Association. (“Association”)

**Requested By:** Ryan Ward, ACM**Submitted By:** Ryan Ward, ACM**Date Submitted:** April 9, 2024**For the Agenda of:** April 22, 2024**Procurement and Funding Statement:**

N/A

**Attachments: Draft Agreement**

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**Summary Statement:**

At the March 25, 2024 council meeting, the County of Lampasas Rodeo Association advised Council that they would like to enter into an agreement with the City of Lampasas for the management of the 580 Complex Rodeo Arena. The Agreement would allow the Association to oversee the arena, marketing and schedule rodeo events. The Management Agreement was previously with the Lampasas Riding Club, who now wishes to defer the administration to the newly formed Association. The Association would like to propose an initial one-year agreement and at the end of that year to review results of marketing efforts and improvements to the arena. At this time Staff has prepared a draft agreement for council consideration.

**Recommendation:**

Discussion and direction only

**MEMORANDUM OF AGREEMENT**  
**FOR THE CITY OF LAMPASAS' RODEO ARENA PROPERTY**

**ARTICLE I. PARTIES**

This Memorandum of Agreement (this "MOA" or this "Agreement") is made by and between the City of Lampasas, Texas, a Home-Rule municipal corporation situated in Lampasas County, Texas ("City"), and County of Lampasas Rodeo Association, a 501(c) nonprofit organization ("Association") located in Lampasas, Texas. The City and Association may be jointly referred to herein as the "Parties" and singularly 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 Association. The Association 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 Association 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 alt buildings, fencing, infrastructure and facilities, will be used for youth and adult recreational and equestrian purposes. Further, the Association 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 Association, subject to reasonable rules and reasonable fees for such use. The Association 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 Association the nonexclusive right to access, use, schedule, manage and conduct events of the Association, 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 Association shall continuously maintain the Premises in a safe and sound condition, at its own expense or shared expense with City Council approval, 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 Association, 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 Association to ensure the wellbeing and safety of the public present on the Premises as well as all attendees, participants and invitees at the Association events.

On a quarterly basis during the Term of this Agreement, the Association shall provide the City with an activity report detailing the number and type of events held by the Association; 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 Association to maintain the Premises; any expenditures made by the Association related to maintenance of the Premises and improvements thereon.

The Association 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 Association 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 materials, manpower and equipment on an 'as needed basis' to the Association to assist the Association with maintenance needs of the Premises. If City personnel and equipment is not available, then the Association 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 Association's By-Laws, the City may appoint two (2) individuals as 'members' of the Association, who will attend Association meetings and who shall serve as liaisons to the City Council and provide a communication between the City and the Association, as necessary or desired.

#### **ARTICLE V. IMPROVEMENTS BY THE ASSOCIATION**

With the prior written approval from the City, the Association may cause to be designed, constructed and installed upon the Premises facilities and amenities which are consistent with the use of the Premises for recreational and equestrian activities. The Association 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 Association in installing improvements made by the Association on the premises, by providing manpower, equipment and financing, subject to written terms and conditions as mutually agreed upon by the City and the Association.

**ARTICLE VI. USE OF THE RODEO ARENA PROPERTY/CITY PROPERTY**

It is recognized by the Parties that the use of the Premises during recreational and equestrian activities shall be determined by the policies, guidelines, rules and regulations developed and adopted by the Board of Directors of the Association. Accordingly, the Parties agree that Association 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 Association. In addition to the policies and rules of the Association, 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 VII. ACCESS AND USE BY GENERAL PUBLIC**

The Association 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 Association.

However, the Parties agree that the Association 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.

1. COUNTY OF LAMPASAS RODEO ASSOCIATION WAIVER AND RELEASE

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

THE ABOVE RELEASE AND WAIVER SHALL BE BINDING ON THE SUCCESSORS, HEIRS, REPRESENTATIVES, EMPLOYEES, ASSIGNEES, AND SUBROGEEES OF COUNTY OF LAMPASAS RODEO ASSOCIATION.

**Section 1. Miscellaneous:**

- (a) **Non-exclusive use.** County of Lampasas Rodeo Association understands and acknowledges that the Park, including the Property Acreage, has been improved for public use, and that the use of trails at the Park is non-exclusive, and subject to other uses by the public, including uses as approved by the City. Such additional uses of the Park do not violate the terms of this MOA.
- (b) **Legal Effect of MOU.** The City and County of Lampasas Rodeo Association acknowledge and agree that this MOU constitutes a legal agreement between the Parties and shall bind the Parties to the terms of this MOA, as set forth herein.
- (c) **Effective Date and Termination.** The Effective Date of this MOA is the date set forth on the signature page hereof and shall remain in effect for one (1) year thereafter, with a proceeding autorenewal term of one (1) year perpetually. Either Party may elect to terminate this MOA and their responsibilities hereunder, for cause or no cause, by providing the other Party written notice, thirty (30) days prior to the termination date. Because the Park is public property, should the City make a finding that there exists: (1) a need to terminate the Project for a public purpose or (2) a serious safety condition exists on the Property Acreage, then the City may terminate this MOA and halt any ongoing projects or events, by providing the Association, with 48 hours written notice, or close immediately, until such time as the safety concern is addressed. Should the safety concern not be addressed within thirty (30) days upon closure, this MOA will terminate.
- (d) **Relationship of Parties.** The Parties shall not be deemed to be in a relationship, enterprise, partnership, or joint venture by virtue of this MOA, nor shall either Party be an agent, representative, trustee or fiduciary of the other. Neither Party shall have any authority to bind the other to any agreement or commitment, whatsoever, specifically including the purchase of Project materials or goods and services. This MOA is not assignable or transferable by either Party without the other Party's written consent.
- (e) **Amendments.** Any amendments of this MOA must be in writing and approved by both Parties.
- (f) **Applicable Law.** This Agreement is made and shall be construed and interpreted under the laws of the State of Texas and exclusive venue for any claim, dispute, lawsuit or other legal proceeding arising out of this Agreement shall lie in Lampasas County, Texas.
- (g) **Dispute Resolution.** The Parties acknowledge and agree that the City operates the Park, including the Property Acreage, in trust for the public, therefore, and accordingly, the Parties agree that any and all disputes or disagreements shall be

resolved by consultation in good faith, between the City and Association, prior to elevating the matter to any formal action or cause. 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.

- (h) **Severability.** In the event that any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then and in that event it is the intention of the Parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the Parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.
  
- (i) **Insurance Requirement.** The Association shall obtain a general liability insurance policy or policies in such amounts and providing such coverage as may be determined appropriate by the City. The Association 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.

Executed and effective this \_\_\_\_\_ day of \_\_\_\_\_, 2024 (the "Effective Date").

City of Lampasas, Texas

By: \_\_\_\_\_

Name: Finley deGraffenried, City Manager

ATTEST:

By: \_\_\_\_\_

Name: Becky Sims, City Secretary

County of Lampasas Rodeo Association

By: \_\_\_\_\_

Name: Chris Harrison, President

  
**City Manager**

ITEM NO. WORKSHOP-4

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

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**Subject:**

Discussion regarding bid tabulation and qualifications submitted for the Hostess House Rehabilitation.

**Requested By:** Finley deGraffenried, City Manager

**Submitted By:** Finley deGraffenried, City Manager

**Date Submitted:** April 10, 2024

**For the Agenda of:** April 22, 2024

**Procurement and Funding Statement:**

**Attachments:** Bid tabulation, recommendation, and statements from funding sources.

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**Summary Statement:**

This item has been placed on the workshop agenda to discuss the bids received as of April 11, 2024 for the Hostess House Rehabilitation based on the modified scope from the original submittal in February 2023. Reliance Architecture representatives will be in attendance to provide input.

**Recommendation:**

Discussion and direction only

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**City Manager**ITEM NO. WORKSHOP-5

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

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**Subject:**

Discussion regarding the Wings of Eagles Non-profit organization using the Historic Colored School and the New Hope Baptist Church

**Requested By:** Finley deGraffenried, City Manager**Submitted By:** Finley deGraffenried, City Manager**Date Submitted:** April 10, 2024**For the Agenda of:** April 22, 2024**Procurement and Funding Statement:****Attachments:** Inspection Report

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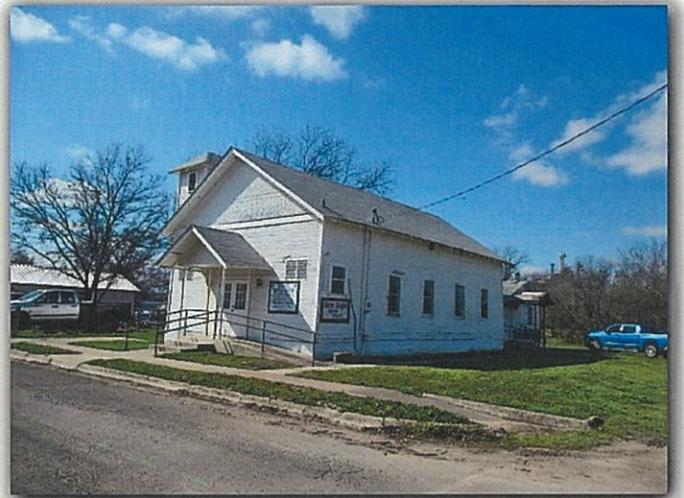
**Summary Statement:**

This item has been placed on the workshop agenda to discuss options for the Wings of Eagles Non-Profit to utilize these facilities to host after school programs, homework and/or study groups, fellowship and volunteer planning for community events. Staff will also seek Council direction for preparing a draft Use Agreement for future consideration.

**Recommendation:**

Discussion and direction only

Central Texas Real Estate Inspection



New Hope Church  
Lampasas, TX 76550



## PROPERTY INSPECTION REPORT FORM

City of Lampasas <i>Name of Client</i>	02/05/2024 <i>Date of Inspection</i>
New Hope Church, Lampasas, TX 76550 <i>Address of Inspected Property</i>	
Rickey J Abraham Sr <i>Name of Inspector</i>	7332 <i>TREC License #</i>
<i>Name of Sponsor (if applicable)</i>	<i>TREC License #</i>

### PURPOSE OF INSPECTION

A real estate inspection is a visual survey of a structure and a basic performance evaluation of the systems and components of a building. It provides information regarding the general condition of a residence at the time the inspection was conducted. *It is important* that you carefully read ALL of this information. Ask the inspector to clarify any items or comments that are unclear.

### RESPONSIBILITY OF THE INSPECTOR

This inspection is governed by the Texas Real Estate Commission (TREC) Standards of Practice (SOPs), which dictates the minimum requirements for a real estate inspection.

The inspector IS required to:

1. use this Property Inspection Report form for the inspection;
2. inspect only those components and conditions that are present, visible, and accessible at the time of the inspection;
3. indicate whether each item was inspected, not inspected, or not present;
4. indicate an item as Deficient (D) if a condition exists that adversely and materially affects the performance of a system or component OR constitutes a hazard to life, limb or property as specified by the SOPs; and
5. explain the inspector's findings in the corresponding section in the body of the report form.

The inspector IS NOT required to:

1. identify all potential hazards;
2. turn on decommissioned equipment, systems, utilities, or apply an open flame or light a pilot to operate any appliance;
3. climb over obstacles, move furnishings or stored items;
4. prioritize or emphasize the importance of one deficiency over another;
5. provide follow-up services to verify that proper repairs have been made; or
6. inspect system or component listed under the optional section of the SOPs (22 TAC 535.233).

### RESPONSIBILITY OF THE CLIENT

While items identified as Deficient (D) in an inspection report DO NOT obligate any party to make repairs or take other actions, in the event that any further evaluations are needed, it is the responsibility of the client to obtain further evaluations and/or cost estimates from qualified service professionals regarding any items reported as Deficient (D). It is recommended that any further evaluations and/or cost estimates take place prior to the expiration of any contractual time limitations, such as option periods.

Please Note: Evaluations performed by service professionals in response to items reported as Deficient (D) on the report may lead to the discovery of additional deficiencies that were not present, visible, or accessible at the time of the inspection. Any repairs made after the date of the inspection may render information contained in this report obsolete or invalid.

### REPORT LIMITATIONS

This report is provided for the benefit of the named client and is based on observations made by the named inspector on the date the inspection was performed (indicated above).

ONLY those items specifically noted as being inspected on the report were inspected.

This inspection IS NOT:

1. a technically exhaustive inspection of the structure, its systems, or its components and may not reveal all deficiencies;
2. an inspection to verify compliance with any building codes;
3. an inspection to verify compliance with manufacturer's installation instructions for any system or component and DOES NOT imply insurability or warrantability of the structure or its components.

**NOTICE CONCERNING HAZARDOUS CONDITIONS, DEFICIENCIES, AND CONTRACTUAL AGREEMENTS**

Conditions may be present in your home that did not violate building codes or common practices in effect when the home was constructed but are considered hazardous by today's standards. Such conditions that were part of the home prior to the adoption of any current codes prohibiting them may not be required to be updated to meet current code requirements. However, if it can be reasonably determined that they are present at the time of the inspection, the potential for injury or property loss from these conditions is significant enough to require inspectors to report them as Deficient (D). Examples of such hazardous conditions include:

1. malfunctioning, improperly installed or missing ground fault circuit protection (GFCI) devices and arc-fault devices;
2. ordinary glass in locations where modern construction techniques call for safety glass;
3. malfunctioning or lack of fire safety features such as, smoke alarms, fire-rated doors in certain locations, and functional emergency escape and rescue openings in bedrooms;
4. malfunctioning carbon monoxide alarms;
5. excessive spacing between balusters on stairways and porches;
6. improperly installed appliances;
7. improperly installed or defective safety devices;
8. lack of electrical bonding and grounding; and
9. lack of bonding on gas piping, including corrugated stainless steel tubing (CSST).

Please Note: items identified as Deficient (D) in an inspection report DO NOT obligate any party to make repairs or take other actions. The decision to correct a hazard or any deficiency identified in an inspection report is left up to the parties to the contract for the sale or purchase of the home.

This property inspection report may include an inspection agreement (contract), addenda, and other information related to property conditions.

INFORMATION INCLUDED UNDER "ADDITIONAL INFORMATION PROVIDED BY INSPECTOR", OR PROVIDED AS AN ATTACHMENT WITH THE STANDARD FORM, IS NOT REQUIRED BY THE COMMISSION AND MAY CONTAIN CONTRACTUAL TERMS BETWEEN THE INSPECTOR AND YOU, AS THE CLIENT. THE COMMISSION DOES NOT REGULATE CONTRACTUAL TERMS BETWEEN PARTIES. IF YOU DO NOT UNDERSTAND THE EFFECT OF ANY CONTRACTUAL TERM CONTAINED IN THIS SECTION OR ANY ATTACHMENTS, CONSULT AN ATTORNEY.

**ADDITIONAL INFORMATION PROVIDED BY INSPECTOR**

Present at Inspection:  Buyer  Selling Agent  Listing Agent  Occupant  
 Building Status:  Vacant  Owner Occupied  Tenant Occupied  Other  
 Weather Conditions:  Fair  Cloudy  Rain Temp: 65  
 Utilities On:  Yes  No Water  No Electricity  No Gas  
 Special Notes:

**INACCESSIBLE OR OBSTRUCTED AREAS**

- Sub Flooring  Attic Space is Limited - Viewed from Accessible Areas
  - Floors Covered  Plumbing Areas - Only Visible Plumbing Inspected
  - Walls/Ceilings Covered or Freshly Painted  Siding Over Older Existing Siding
  - Behind/Under Furniture and/or Stored Items  Crawl Space is limited - Viewed From Accessible Areas
- Mold/Mildew investigations are NOT included with this report; it is beyond the scope of this inspection at the present time. Any reference of water intrusion is recommended that a professional investigation be obtained.

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**NOTICE: THIS REPORT IS PAID FOR BY AND PREPARED FOR THE CLIENT NAMED ABOVE.  
 THIS REPORT IS NOT VALID WITHOUT THE SIGNED SERVICE AGREEMENT AND IS NOT TRANSFERABLE.**

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Note; Two structures on this report, front of the building will be main building and back structure, meeting room and kitchen.

I. STRUCTURAL SYSTEMS

A. Foundations

Type of Foundation(s): [Foundation Types](#)..Both units are pier and beam.

Comments:

Signs of Structural Movement or Settling

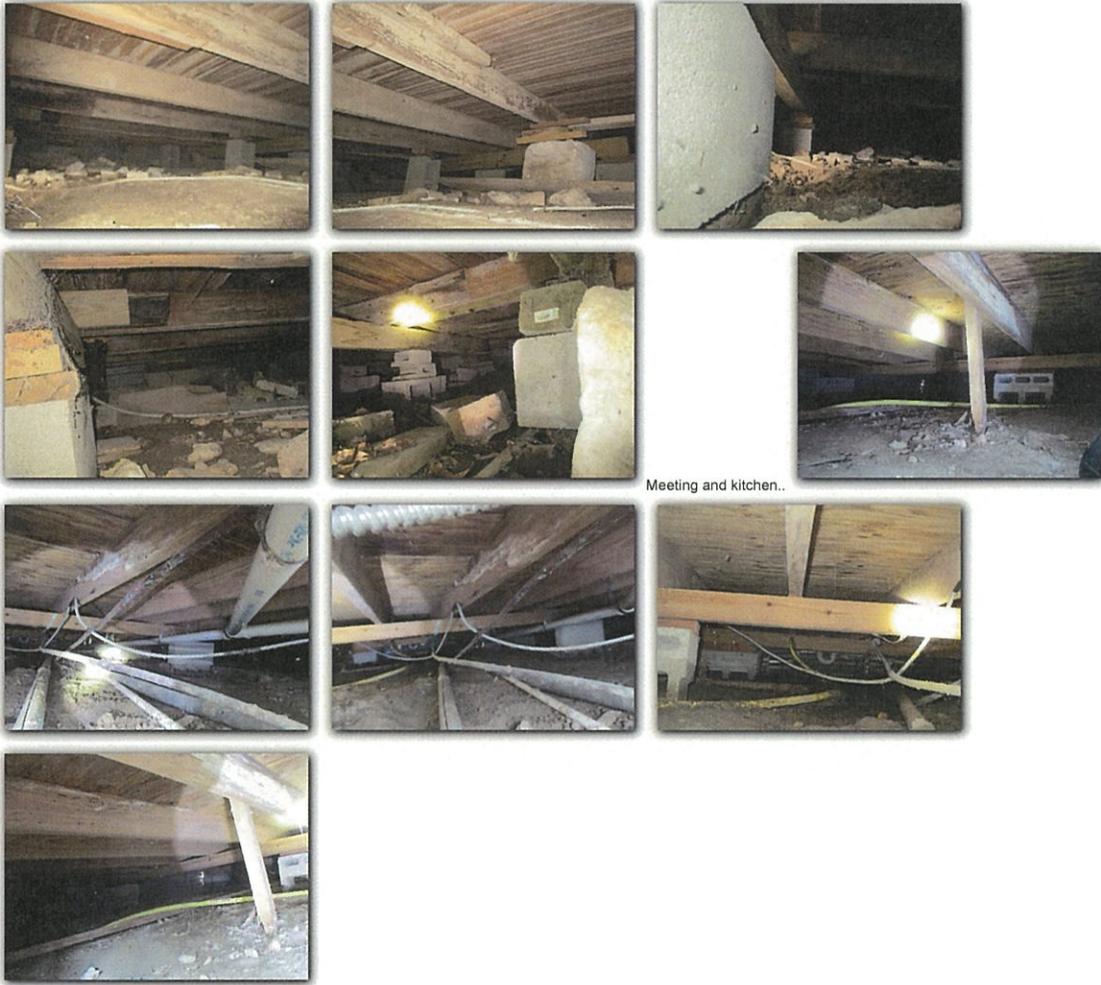
Performance Opinion: (An opinion on performance is mandatory)

Note: Weather conditions, drainage, leakage and other adverse factors are able to effect structures, and differential movements are likely to occur. The inspectors opinion is based on visual observations of accessible and unobstructed areas of the structure at the time of the inspection. Future performance of the structure cannot be predicted or warranted.

Structural movement and/or settling noted; however, the foundation is supporting the structure at this time.Both buildings...

**SUGGESTED FOUNDATION MAINTENANCE & CARE** - Proper drainage and moisture maintenance to all types of foundations due to the expansive nature of the area load bearing soils. Drainage must be directed away from all sides of the foundation with grade slopes. In most cases, floor coverings and/or stored articles prevent recognition of signs of settlement - cracking in all but the most severe cases. It is important to note, this was not a structural engineering survey nor was any specialized testing done of any sub-slab plumbing systems during this limited visual inspection, as these are specialized processes requiring excavation. In the event that structural movement is noted, client is advised to consult with a Structural Engineer who can isolate and identify causes, and determine what corrective steps, if any, should be considered to either correct and/or stop structural movement.

Main building.



Meeting and kitchen..

B. Grading and Drainage

Comments:

Note: Any area where the ground or grade does not slope away from the structure is to be considered an area of improper drainage. Six inches per 10 feet.



C. Roof Covering Materials



Type(s) of Roof Covering: [Roof Covering Materials](#)...Shingle



Viewed From: [Roof Viewed From](#)...Rooftop  
Comments: Serving the purpose intended



- Torn, damaged, perforated or missing shingles, porch side of kitchen, overhang...
- Roof decking deflection and / or sagging same overhang



- Leaves / debris in the gutters and downspouts...

D. Roof Structures and Attics



Viewed From: [Roof Structure Viewed From](#)...Ladder for meeting and kitchen, main building was not accessible...



Approximate Average Depth of Insulation: Insulation is good in meeting room, kitchen about 2 inches, 10 inches is standard for R 30...



Approximate Average Thickness of Vertical Insulation: No insulation in walls of main building...  
Comments:

E. Walls (Interior and Exterior)

Comments:

**Interior Walls:**



Water stains on walls and/or ceilings...

This was perhaps before the replacement of roll



roofing but restriction of drainage in the gutter in causing more damage, suggest replace or take down....

**Exterior Walls:**

Siding Materials:  Brick  Stone  Wood  Wood byproducts  Stucco  
..... Vinyl  Aluminum  Asbestos  Cement Board  Other

Fascia / trim boards are water damaged at several areas, several place, mostly on th north of the unit, consult a professional...



F. Ceilings and Floors

Comments:

- Ceiling cracks in some areas
- Water stains on ceiling

G. Doors (Interior and Exterior)

Comments:

**Interior Doors**

**Exterior Doors**

**Garage Doors**

Type:  Metal  Wood  Fiberglass  Doors / panels are damaged

H. Windows

Comments:

- Some windows are difficult to open or close
- Some glass panes are , damaged, North of unit, main building.
- Some window / door screens are damaged or missing

I. Stairways (Interior and Exterior)

Comments:

INTERIOR

EXTERIOR

J. Fireplaces and Chimneys

Comments:

Type of Fireplace:  Factory  Masonry  Free Standing

K. Porches, Balconies, Decks, and Carports

Comments:

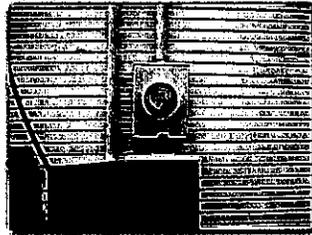
L. Other

Comments:

**II. ELECTRICAL SYSTEMS**

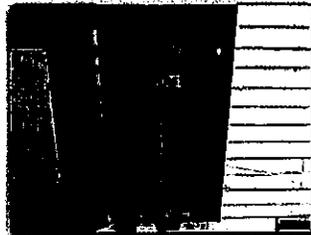
A. Service Entrance and Panels

Comments:



Overhead Service  Underground Service

Main Disconnect Panel...Yes



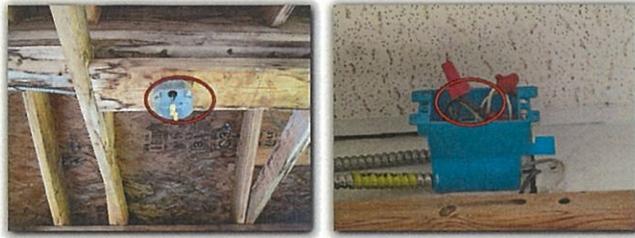
Sub Panels Type of Wire:  Copper  Aluminum

B. Branch Circuits, Connected Devices, and Fixtures

Comments:

Type of Wiring:  Copper  Aluminum Conduit

**Outlet and Switches**



- One or more junction boxes do not have covers
  - One or more connections are not in junction boxes
- Ground/ARC Fault Circuit Interrupt Safety Protection**
- Kitchen:  Yes  No  Partial Bathrooms:  Yes  No  Partial  
 Exterior:  Yes  No  Partial Garage:  Yes  No  Partial  
 Basement:  Yes  No  Partial Wet Bar:  Yes  No  Partial  
 Living:  Yes  No  Partial Dining:  Yes  No  Partial  
 Crawspace:  Yes  No  Partial Laundry:  Yes  No  Partial  
 A/C Unit:  Yes  No  Partial Pool/Spa:  Yes  No  Partial  
 Bedroom:  Yes  No  Partial

**Fixtures**

**Smoke and Fire Alarms**

**Other Electrical System Components**

- C. Other
- Comments:

**III. HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS**

- A. Heating Equipment
- Type of System: [Heating Types](#)  
 Energy Source: [Heating Energy Sources](#)  
 Comments:

- B. Cooling Equipment
- Type of System: [Cooling Types](#)  
 Comments:
- Unit #1:  
 Supply Air Temp: °F Return Air Temp: °F Temp. Differential: °F
  - Unit #2:  
 Supply Air Temp: °F Return Air Temp: °F Temp. Differential: °F
- For attic installations :  
 EVAPORATIVE COOLERS  ONE SPEED  TWO SPEED Water Supply Line:

- C. Duct Systems, Chases, and Vents
- Comments:  
 Type of Ducting:  Flex Ducting  Duct Board  Metal

- D. Other
- Comments:

**IV. PLUMBING SYSTEMS**

- A. Plumbing Supply, Distribution Systems and Fixtures
- Location of water meter: Front of unit  Functional Flow Inadequate  
 Location of main water supply valve:  
 Static water pressure reading:  below 40 psi  above 80 psi  
 Lack of reducing valve over 80 psi  
 Type of supply piping material:  
 Comments: Inspected for functional flow and connected piping.  
 Water Source:  Public  Private Sewer Type:  Public  Private

Cold water flows to the bath on right but not right bath, all fixtures are in need of replacement or repair, consult a professional. Main building. Did not get flow at all to the meeting and kitchen building, consult a professional.

**Sinks**  
 Comments:

**Bathtubs and Showers**  
 Comments:

**Commodes**  
 Comments:

**Washing Machine Connections**  
 Comments:  
**Exterior Plumbing**  
 Comments:

B. Drains, Wastes, and Vents  
Type of drain piping material:  
Comments:

C. Water Heating Equipment  
Energy Source: [Water Heating Energy Sources](#)  
Capacity:  
Comments:

**Water heater Temperature and Pressure Relief Valve**

D. Hydro-Massage Therapy Equipment  
Comments:

E. Gas Distribution Systems and Gas Appliances  
Location of gas meter:  
Type of gas distribution piping material:  
Comments:

F. Other  
Comments:

**V. APPLIANCES**

A. Dishwashers  
Comments:

B. Food Waste Disposers  
Comments:

C. Range Hood and Exhaust Systems  
Comments:

D. Ranges, Cooktops, and Ovens  
Comments:  
Range Type:  Electric  Gas

**Oven(s):**  
Unit #1:  Electric  Gas  
Tested at 350°F, Variance noted: °F (max 25°F)  
Unit #2:  Electric  Gas  
Tested at 350°F, Variance noted: °F (max 25°F)

E. Microwave Ovens  
Comments:

F. Mechanical Exhaust Vents and Bathroom Heaters  
Comments:

G. Garage Door Operators  
Comments:

H. Dryer Exhaust Systems  
Comments:

I. Other  
Comments:

**VI. OPTIONAL SYSTEMS**

A. Landscape Irrigation (Sprinkler) Systems  
Comments:

B. Swimming Pools, Spas, Hot Tubs, and Equipment  
Type of Construction: [Pool Construction Types](#)  
Comments:

DEFICIENCIES FOUND IN:

C. Outbuildings  
Comments:

DEFICIENCIES FOUND IN:

D. Private Water Wells (A coliform analysis is recommended)

Type of Pump: [Water Pump Types](#)  
Type of Storage Equipment: [Water Storage Equipment](#)  
Proximity To Known Septic System:  
Comments:

DEFICIENCIES FOUND IN:

E. Private Sewage Disposal Systems

Type of System: [Septic Systems](#)  
Location of Drain Field:  
PROXIMITY TO ANY KNOWN WELLS OR UNDERGROUND WATER SUPPLY:  
Comments:

DEFICIENCIES FOUND IN:

F. Other Built-in Appliances

Comments:

G. Other

Comments:

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City Manager

ITEM NO. WORKSHOP-6

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

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**Subject:**

Discussion and recap from the Solar Eclipse Event that took place on Monday, April 8, 2024

**Requested By:** Finley deGraffenried, City Manager

**Submitted By:** Finley deGraffenried, City Manager

**Date Submitted:** April 10, 2024

**For the Agenda of:** April 22, 2024

**Procurement and Funding Statement:**

**Attachments:**

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**Summary Statement:**

Discussion and recap regarding the planning and preparation of the Solar Eclipse Event

**Recommendation:**

Discussion and direction

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***PROCLAMATION***  
***City of Lampasas***  
***Lineman Appreciation Day***  
***April 18<sup>th</sup>***

**WHEREAS**, on January 3, 2017, the 115<sup>th</sup> Congress adopted House Resolution 10 recognizing linemen, the profession of linemen, the contributions these brave men and women make to protect public safety, and expressing support for the designation of April 18<sup>th</sup> National Lineman Appreciation Day; and

**WHEREAS**, the City Council of Lampasas celebrates the profession of electrical linemen and wishes to honor its Electric Department personnel for their exemplary service to the City and its citizens; and

**WHEREAS**, this profession demands passion, dedication and ongoing training and requires our linemen to work the lines 24 hours a day, 365 days a year, to keep the electricity flowing; and

**WHEREAS**, linemen are often first responders during storms working to repair broken and damaged electrical lines under hazardous conditions in order to make the area safe for other public safety heroes; and

**WHEREAS**, linemen play a vital role in the lives of our citizens by maintaining and growing our electrical infrastructure; and they put their lives on the line every day by working with the many dangers of high voltage.

**NOW, THEREFORE**, I, Herb Pearce Mayor of the City of Lampasas hereby proclaim April 18<sup>th</sup> as “***Lineman Appreciation Day in Lampasas***” and I urge all citizens to remember the selfless work the City’s linemen do each day to keep our lights on.

**IN WITNESS WHEREOF**, *I have herewith set my hand and caused the Great Seal of the City of Lampasas, Texas to be affixed.*

**BY MY HAND**, this the 22<sup>nd</sup> day of April, 2024

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Herb Pearce, Mayor

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## **2024 Proclamation**

**WHEREAS**, Lampasas Public Library provides community members with the knowledge and information they need to live, learn and work in the 21st century;

**WHEREAS**, there are thousands of academic, governmental, public, school, and specialized libraries in the United States that provide excellent and invaluable service to all library users;

**WHEREAS**, libraries represent a microcosm of the larger society and library workers play an important and unique role in the communities that they serve by providing an inclusive environment where all are treated with respect and dignity;

**WHEREAS**, librarians and library support staff bring the nation a world of knowledge in person and online, as well as personal service and assistance in finding what is needed when it is needed;

**WHEREAS**, it is important to recognize the unique contributions of all library workers and the value to individuals and society of those contributions;

**WHEREAS**, a steady stream of recruits to library work is necessary to maintain the vitality of library services in today's information society;

**WHEREAS**, libraries, library workers, and library supporters across America are celebrating the National Library Workers Day, sponsored by the American Library Association-Allied Professional Association (ALA-APA).

**THEREFORE**, be it resolved that I, Herb Pearce, Mayor of Lampasas, proclaim

***Thursday, April 25, 2024, as "National Library Workers Day."***

I encourage all in this community to take advantage of the variety of library resources available and to thank library workers for their exceptional contributions to American life.

***IN WITNESS WHEREOF***, I have herewith set my hand and caused the Great Seal of the City of Lampasas, Texas to be affixed.

**BY MY HAND**, this the 22<sup>th</sup> day of April 2024.

---

Herb Pearce, Mayor

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# Proclamation

## 55th ANNUAL PROFESSIONAL MUNICIPAL CLERKS WEEK

May 5-May 11, 2024

*Whereas, The Office of the Professional Municipal Clerk, a time honored and vital part of local government exists throughout the world, and*

*Whereas, The Office of the Professional Municipal Clerk is the oldest among public servants, and*

*Whereas, The Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and*

*Whereas, Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.*

*Whereas, The Professional Municipal Clerk serves as the information center on functions of local government and community.*

*Whereas, Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations.*

*Whereas, It is most appropriate that we recognize the accomplishments of the Office of the Professional Municipal Clerk.*

*Now, Therefore, I, Herb Pearce, Mayor of Lampasas, do recognize the week of May 5<sup>th</sup> through May 11, 2024, as *Professional Municipal Clerks Week*, and further extend appreciation to our Professional Municipal Clerk, Becky Sims and to all Professional Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.*

*Dated this 22<sup>nd</sup> day of April, 2024*

*Mayor \_\_\_\_\_*

*Attest: \_\_\_\_\_*

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**City Manager**ITEM NO. 13

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

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**Subject:**

Public hearing to receive citizen comments relating to correcting the verbiage in Ordinance 902 adopted by City Council in December 2000 that abandoned a portion of West Avenue A between Block 1, Lots 9 & 10 and Block 2, Lots 4 & 5 in the Fairview Addition.

**Requested By:** Becky Sims, City Secretary

**Submitted By:** Becky Sims, City Secretary

**Date Submitted:** April 15, 2024

**For the Agenda of:** April 22, 2024

**Procurement and Funding Statement:**

**Attachments:** Ordinance

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**Summary Statement:**

It was discovered the verbiage on the original Ordinance adopted in December 2000, referred to the description as being in the Fairview Addition and Park Addition. Park Addition should not have been included in the description. Attached is the Original Ordinance and the corrected Ordinance.

**Recommendation:**

Discussion only

AN ORDINANCE ABANDONING THE PUBLIC RIGHT-OF-WAY IN AND TO A PORTION OF AVENUE A SITUATED BETWEEN BLOCKS 1 AND 2, FAIRVIEW ADDITION TO THE TOWN OF LAMPASAS, LAMPASAS COUNTY TEXAS AS SHOWN ON THE PLAT OF SAID ADDITION RECORDED IN CABINET 1, SLIDE 94, PLAT RECORDS, LAMPASAS COUNTY, TEXAS; PROVIDING FOR THE REVERSION OF THE FEE IN SAID LAND TO ADJOINING OWNERS; RESERVING UTILITY AND DRAINAGE EASEMENTS REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SAVINGS CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Avenue A shown on the plat of the Fairview Addition to the Town of Lampasas, Lampasas County, Texas between Lots Nine (9) and Ten (10) in Block One (1) and Lots Four (4) and Five (5) in Block Two (2) thereof is not used as a public right-of-way; and

WHEREAS, the City of Lampasas has conducted duly noticed public hearing as required by the ordinances, policies and regulations of the City and as required by law and no opposition to the proposed abandonment was heard;

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

SECTION 1 . That the portion of Avenue A abutting Lots Nine (9) and Ten (10) in Block One (1) and Lots Four (4) and Five (5) in Block Two (2) in the Park Addition to the town and county of Lampasas, Texas as shown on the plat thereof of record in Cabinet 1, Slide 94, Plat Records, Lampasas County, Texas, is hereby closed, abandoned and permanently vacated as a street or public thoroughfare of any kind or character whatever.

SECTION 2. That the fee title to the land in the above described portion of said street is hereby released and vested to the adjacent owners as provided by law. Subject to the reservations hereinafter set out.

SECTION 3 That the closing, vacating and abandonment provided for herein shall extend only to the public right, title and interest in and to the property described in Section 1 hereof, and shall be construed only to that interest the governing body of the City of Lampasas may legally and lawfully close, vacate and abandon.

SECTION 4: All public utility and drainage easements in said in said portion of Avenue A are not abandoned and are reserved from the abandonment of the public right-of-way.

SECTION 5. 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 or Code of Ordinances, City of Lampasas, Texas.

SECTION 6. 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 7. This ordinance shall be effective upon final passage and publication as provided by law and Section 2:12, City Charter of the City of Lampasas, Texas.

First reading: 10/22/00

Second reading 11/13/00

PASSED AND APPROVED this 13th day of November, 2000.

[Signature]  
Jack Calvert, Mayor

ATTEST:

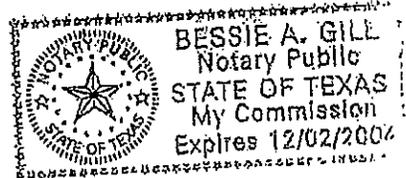
[Signature]  
Stacy Garland, City Secretary

APPROVED AS TO FORM:

[Signature]  
Sue Zane M. Faulkner, City Attorney

THE STATE OF TEXAS  
COUNTY OF LAMPASAS Before me Bessie Gill NOTARY PUBLIC, in and for Lampasas County, Texas, on this day personally appeared Jack Calvert known to me to be the person whose name is subscribed to the foregoing instrument and he acknowledged to me that he executed the same for the purposes and considerations and in the capacity therein stated.

Given under my hand and seal of office the 14th day of November, 2000



[Signature]  
Notary Public, Lampasas County, Texas

**PUBLISHER'S AFFIDAVIT**

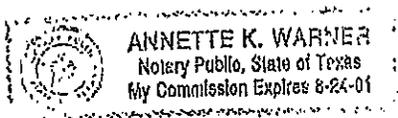
I solemnly swear that the attached notice was published in the **Lampasas Dispatch Record**, a newspaper of general circulation which has been continuously and regularly published for a period of not less than one year preceding the dates of publication of the attached notice, that the said notice was published in the issue(s) of such newspaper on the day(s) of November 17, 2000.

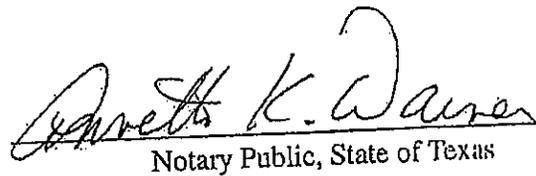


**Publisher, Fred E. Lowe  
or James F. Lowe**

**SWORN TO AND SUBSCRIBED BEFORE ME BY** Fred E. Lowe

this the 30th day of November, 2000, to certify which witness  
my hand and seal of office.



  
Notary Public, State of Texas

95917

FILED FOR RECORD

2:30 PM  
DEC - 1 2000

CONNIE HARTMANN, COUNTY CLERK  
LAMPASAS COUNTY, TEXAS

*Sylvia Stewart* DEPUTY

THE STATE OF TEXAS  
COUNTY OF LAMPASAS

}

Connie Hartman

CLERK OF THE

County Court In and for the County, do hereby certify that the foregoing instrument

with its certificate of authentication was filed for  
record in my office the 1st day of December 20 00 at 2:30 o'clock P. M.  
and duly Recorded the 1st day of December 20 00 at 3:15 o'clock P. M.  
Deed Records of said County, in Vol. 364 on page 457-459

WITNESS my hand and seal of the County Court of said County, at office in Lampasas, Texas,  
the day and year last above written.

*Ruth Wolfe* Deputy

Connie Hartmann

Clerk

County Court of Lampasas County

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**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  
Monday, March 25, 2024  
5:30 pm Workshop Session  
6:00 pm Regular Session**

ITEM 2.1

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  
Cathy Kuehne-arrived at 6:57pm

**City Staff Present:**

Finley deGraffenried, City Manager  
Becky Sims, City Secretary  
Monica Wright, IT Director  
Jody Cummings, Police Chief  
Charlie Boswell, Asst Police Chief  
Ryan Ward, ACM  
Joe Adams, Interim Fire Chief  
Timothy Davis, Deputy Fire Chief  
Tim Ryan, Sergeant Investigator  
Chris Eicher, Parks and Recreation Director

**Council Members Absent:**

N/A

**WORKSHOP SESSION  
5:30 p.m.**

**1. Call to order Workshop Session**

*Mayor Pearce called the workshop session to order at 5:30 p.m.*

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

*Chris Eicher, Parks Director advised that while he has confirmed with numerous TxDOT and FAA representatives over the past year that closing the airport, due to safety concerns, would be acceptable; recent notification has stated otherwise. They did advise that the airport can be closed once max capacity has been reached; however, with no staff manning the airport it would be difficult to make that determination. NOTAM's have been issued and the County will issue an Emergency Declaration. With there being no available staff to man the airport and no fuel, Staff still feels closing the airport is in the best interest of the community. The only adverse effect of closing the airport is the ability to receive grant funding for TxDOT Aviation Projects.*

*Interim Fire Chief Adams advised that anticipated traffic during that weekend will impede personnel from getting to the airport in case on an emergency.*

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

*Chris Harrison reviewed expenditures and improvements that were done in 2017. The announcer booth needs to be updated for more predominant, well-known rodeos that will bring a large crowd. The announcer booth is where the business takes place. In the packet there is an architectural set of plans for Council consideration. While the Riding Club has done well in promoting and hosting events each year, there is more that can be done. The other area that needs regular maintenance is the riding arena itself; it has been maintained by volunteers but needs regular maintenance. The arena needs a minimum of 6-8 inches of compacted sand to support the horses and to ensure they will not get hurt; on average it is 3 ½ inches thick; which puts the horses at risk. Locals who have a passion for rodeo and who have been a part of the rodeo circuit for many years*

*have formed an association. There was one in Lampasas years ago but since has disbanded. The new County of Lampasas Rodeo Association has been created and formed a 501c-3. The estimated bids for the announcer booth have come in around \$42,500.00; with labor and sand the project is estimated at \$61,500.00. The newly formed association and the Lampasas Riding Club would like to partner with the City of Lampasas. With the association and the improvements to the arena this will open up more opportunities for the Rodeo Arena. The association is asking for Council consideration to use Hot Funds to finance the improvements, with the understanding that there are no solid numbers regarding heads in beds from rodeo spectators there will be from the production crew and all will use local resources for gas, shopping and dining.*

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

*The County of Lampasas Rodeo Association would like to enter into an agreement with the City of Lampasas and have the Lampasas Riding Club fall under the new association purview. The association would oversee the arena, market and schedule rodeo events at the 580 Rodeo Arena. They would like to propose an initial one-year agreement and at the end of that year to review results of marketing efforts and improvements to the arena.*

*Staff will prepare an Access and Use Agreement between the City of Lampasas and the County of Lampasas Rodeo Association and bring back for Council consideration and approval at the next meeting.*

**5. Discussion regarding Fire Department staffing updates and surplus apparatus.**

*Interim Fire Chief Adams and Deputy Chief Davis explained to Council that they would like to move back to a four-person crew, by eliminating the Administrative Deputy Chief position and by alleviating the Deputy Chief title from the Fire Marshal position. The Chief and Deputy Chief can maintain administrative duties; which will allow more boots on the ground to keep with the "Two in/Two out Rule." Three-man staffing model is not as safe as a four-man as it relates to firefighting, mental health and exhaustion. By alleviating the Deputy Chief positions, the savings can go into hiring three additional firefighters, with minimal burden to the City and increased benefit of having 4 firefighters on each shift, instead of 3. The impact to the annual budget is estimated at \$98,696.00.*

*Staff will scrub budget numbers prior to next meeting to identify funding source.*

*Council agreed with Staff's recommendation regarding keeping the current Engine in the Fire Department fleet.*

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

*Mr. deGraffenried advised that 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.*

*Council had no directives or additional areas of focus for planning efforts over the next week.*

**7. Discussion regarding any item on the regular agenda**

*There was no discussion regarding any item on the regular agenda.*

**8. Adjourn Workshop Session**

*The workshop session adjourned at 6:30 p.m.; without objection Council took a 10-minute break.*

**REGULAR SESSION**

**ANNOUNCEMENTS**

**A. Call to Order**

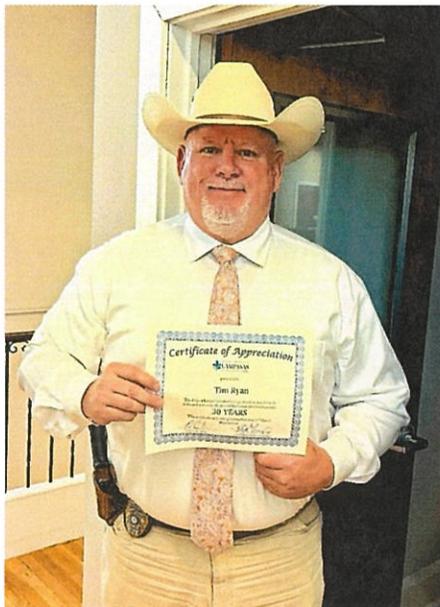
*Mayor Pearce called the Regular Session to order at 6:40 p.m.*

**B. Invocation and Pledge of Allegiance**

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

**C. Presentations and Proclamations**

*Service Recognition- Tim Ryan- 30 years*



**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 25<sup>th</sup> day of March 2024.

**D. Recognition of the Misti Talbert Community Champions**

*I am nominating Courtney Carnley, because she works hard for her community and for the schools. Courtney has been the Hanna Springs elementary PTSO president for the last two terms. She runs all the meetings and helps organize fundraisers. She also is one of the chairs of the committee for the LHS class of 2030. In addition, Courtney donates her time as a member of the lion's club, and helps to set up for fundraising events in the community. During the holidays, she collects and helps distribute items to nursing homes and the Lampasas mission. She also runs the monthly grief seminars for her family funeral home. Courtney is an integral part of the community, and you will see her out and about in many places giving of her time freely.*



*As the Chamber of Commerce & Visitor Center executive director, Melissa has led many volunteers in events that better our community. She has contributed not only work hours but selflessly contributed personal and family time. She has even involved her whole family in the process. She has taken the role of Executive Director to the next level and helped Lampasas to shine for visitors and community members, not only through promotions and events but also in the everyday knowledge and branding.*

*Melissa has outstanding leadership through the Lampasas Chamber. She works hard to do so many things for the com along with taking care of her in family. She is an amazing leader and I am so thankful and blessed to get to know her and work alongside her.*

*She truly has a servant's heart. From the moment I met her she has always talked about the community and is always willing to go the extra mile to make new to the area people feel welcomed. I have work with her in many community projects and she is always a gem.*

*After being a member of the Chamber of Commerce for 3 years and helping with many events. I have witnessed the compassion and heart and carelessness that Melissa has for this community.*

*This kind, resourceful, positive person brings energy and creativity to the Lampasas Chamber. She has made a real impact on our community by hosting events, promoting business opportunities, and participating in many/most city and county events. Melissa has made Lampasas more than just a "drive through" spot - she has turned Lampasas into a Texas destination.*



PUBLIC HEARINGS/CITIZEN COMMENT	
1.1	Citizen comments – Any citizen who desires to address the City Council on a matter <b>not included</b> 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*

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

1.3	Public hearing to receive citizen comments to amend Appendix A (Fee Schedule), Chapter 62 (Solid Waste), Article III, Billing, Rates and Fees related to the collection of Solid Waste
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*Mayor Pearce opened the Public Hearing. Yvonne Moreno, Finance Director advised of the following:*

*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%.*

*With no additional comments, the public hearing was closed.*

1.4	Public hearing to receive citizen comments regarding the approval of a Golf Cart fee increase at Hancock Park Golf Course
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*Mayor Pearce opened the Public Hearing. Becky Sims, City Secretary advised of the following:*

*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, proposed fee schedule is included. The Golf Course Advisory Board did meet and approve the recommended fee increase at their March 14, 2024 meeting.*

*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 Joint Council Meeting with Kempner Water Supply Corporation (KWSC) on March 4, 2024

*Council member Williamson moved to approve the minutes of the Joint Council Meeting with Kempner Water Supply Corporation (KWSC) on March 4, 2024, the motion was seconded by Council member Hernandez, with Council member Pratus and Council member Keele abstaining, the motion carried.*

2.2	Discussion and possible action concerning the approval of minutes of the Special Called Meeting held on March 8, 2024
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*Council member Williamson moved to approve of minutes of the Special Called Meeting held on March 8, 2024, the motion was seconded by Council member Pratus and with a unanimous vote, the motion carried.*

3.0	CONSENT AGENDA
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 <sup>st</sup> Addition, commonly known as 107 W 5 <sup>th</sup> Street. Lampasas, Texas Lampasas County.

*Mayor Pro-Tem Morris moved to approve the consent agenda as presented, the motion was seconded by Council member Hernandez and with a unanimous vote, the motion carried.*

4.0	BOARDS/DEPARTMENT REPORTS
4.1	Municipal Court Annual Report

*Judge Gradel will present his annual report at the next City Council Meeting.*

5.0	ROUTINE MATTERS
5.1	City Manager’s Operational Report

City Manager deGraffenried reviewed his report:

*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 18<sup>th</sup> 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 April 11, 2024.

*Builders’ Meeting* Staff attended a meeting of local builders/developers on March 21<sup>st</sup> 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 21<sup>st</sup> 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 4<sup>th</sup>.

*Audit* The City received and reviewed the FY 2023 Audit on March 21<sup>st</sup>. 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.*

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

6.0	UNFINISHED BUSINESS
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*There was no unfinished business.*

7.0	NEW BUSINESS
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7.1	Discussion and possible action regarding the Lampasas Municipal Airport during the Solar Eclipse Event.
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*Council member Pratus directed staff to implement procedures within parameters for safety and to follow up with TxDOT, the motion was seconded by Mayor Pro-Tem Morris and with a unanimous vote, the motion carried.*

7.2	Discussion and selection of the website photo contest
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*Council member Pratus moved to approve the photo entry, the motion was seconded by Council member Williamson and with a unanimous vote, the motion carried.*

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
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*Mayor Pro-Tem Morris moved to approve HOT funding in the amount of \$45,000.00 for improvements to the 580 Rodeo Arena, the motion was seconded by Council member Hernandez and with a unanimous vote, the motion carried.*

7.4	Discussion and possible action regarding renewal of Access and Use Agreement between the City of Lampasas and the Lampasas Riding Club.
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*Mayor Pro-Tem Morris moved to direct staff to draft an Access and Use Agreement between the City of Lampasas and the County of Lampasas Rodeo Association and present to Council at the next meeting, the motion was seconded by Council member Pratus and with a unanimous vote, the motion carried.*

7.5	Discussion and acknowledgement of the 2024 Annual City Events.
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*Council member Keele moved to acknowledge the 2024 annual city events, the motion was seconded by Council member Hernandez and with a unanimous vote, the motion carried.*

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.
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*Council member Kuehne moved to approve HOT funds in the amount of \$1,175.00 for the annual Spring Ho 10K hosted by the Chamber of Commerce Visitor Center, the motion was seconded by Council member Keele and with a unanimous vote, the motion carried.*

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7.7	Discussion and possible action to reschedule or cancel the April 8, 2024 Council Meeting.
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*Mayor Pro Tem Morris moved to cancel the April 8, 2024 City Council meeting, the motion was seconded by Council member Williamson and with a unanimous vote, the motion carried.*

7.8	Discussion and possible action to consider appointment to the Airport Zoning Board of Adjustment (AZBOA).
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*Mayor Pro Tem Morris moved to appoint Mr. Randy McGuire to the Airport Zoning Board of Adjustment to fill the vacancy, the motion was seconded by Council member Hernandez and with a unanimous vote, the motion carried.*

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.
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*Council member Pratus moved 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, the motion was seconded by Mayor Pro Tem Morris and with a unanimous vote, the motion carried.*

7.10	Discussion and possible action regarding the 2024 Consumer Price Index (CPI), adjustment to Municipal Telecommunications Right-of-Way access line rates.
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*Council member Hernandez moved to take no action regarding the 2024 Consumer Price Index (CPI), adjustment to Municipal Telecommunications Right-of-Way access line rates, the motion was seconded by Council member Williamson and with a unanimous vote, the motion carried.*

7.11	Discussion and possible action to extend the Emergency Water Supply Agreement between the City of Lampasas and Kempner Water Supply Corporation.
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*Mayor Pro Tem Morris moved to extend the Emergency Water Supply Agreement between the City of Lampasas and Kempner Water Supply Corporation, the motion was seconded by Council member Williamson and with a unanimous vote, the motion carried.*

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.
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*Council member Williamson moved to approve the utilization of the joint use funds between the City of Lampasas and Kempner Water Supply Corporation for injection site at the Ivy Mountain Tank, the motion was seconded by Council member Hernandez and with a unanimous vote, the motion carried.*

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.
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*Council took no action to consider amendment to the 2006 Wholesale Water Supply Contract between the City of Lampasas and Kempner Water Supply Corporation.*

7.14	Discussion and possible action regarding the first reading of an Ordinance to approve proposed garbage rates.
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*Mayor Pro Tem Morris moved to approve the first reading of an Ordinance to amend Appendix A Fee Schedule, Chapter 62, Solid Waste, Article III, Billing Rates and Fees related to the Collection of Solid Waste, the motion was seconded by Council member Hernandez and with a unanimous vote, the motion carried.*

7.15	Discussion and possible action regarding the approval of a Golf Cart fee increase at Hancock Park Golf Course.
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*Council member Pratus moved to approve the first reading of an Ordinance amending Appendix A Fee Schedule, Chapter 54, Parks and Recreation, Article I, Golf, Golf Course Fees, the motion was seconded by Mayor Pro Tem Morris and with a unanimous vote, the motion carried.*

7.16	Discussion and possible action regarding the approval of a new logo for the Hancock Springs Golf Course.
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*Council member Hernandez moved to approve the new logo for the Lampasas Golf Course, the motion was seconded by Mayor Pro Tem Morris, with Council member Keele in opposition, the motion carried.*

*Adjourn into Executive Session- Council member Pratus moved to adjourn at 7:41 pm, the motion was seconded by Mayor Pro Tem Morris and with a unanimous vote, the motion carried.*

**EXECUTIVE SESSION**

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

8.0	
8.1	Section 551.087 (economic development)- (1) to receive and evaluate financial information received from a business prospect, to discuss same, and/or to deliberate regarding commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay, or expand in or near the city, with which the City is conducting economic development negotiations; and/or (2) to deliberate an offer of any financial or other incentives to any business prospect described above.
8.2	Section 551.086 (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

*Assistant City Manager Ryan Ward left the Executive Session at 8:30 pm*

*Council and CM deGraffenried adjourned Executive Session at 8:45 pm and reconvened Regular Session.*

**REGULAR SESSION**

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

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

*Adjourn- Council member Pratus moved to adjourn at 8:45, the motion was seconded by Council member Williamson and with a unanimous vote, the motion carried.*

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Herb Pearce, Mayor

ATTEST

\_\_\_\_\_  
Becky Sims, City Secretary

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City ManagerITEM NO. 31

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

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**Subject:**

Discussion and Possible Action regarding purchases and charges in excess of \$4,000 from March 1, 2024 to March 31, 2024.

Requested By: Yvonne Moreno, Finance Director

Submitted By: Yvonne Moreno, Finance Director

Date Submitted: April 8, 2024

For the Agenda of: April 22, 2024

**Procurement and Funding Statement:**

N/A

Attachments: A/P History Check Report

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**Summary Statement:**

The Check History Report presents the detail of individual charges and amounts for all checks over \$4,000 for the period of March 1, 2024 to March 31, 2024.

**Recommendation:**

Motion to approve by consent.

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
56260	LOWER COLORADO RIVER AUTHORITY							
I-EW710016567003	LCRA ELECTRIC	E	3/22/2024	535,617.09		000124		535,617.09
84250	TEXAS MUNICIPAL RETIREMENT SYS							
I-TMR202402018399	RETIREMENT CONTRIBUTIONS	D	3/01/2024	748.90		000224		
I-TMR202402098400	RETIREMENT CONTRIBUTIONS	D	3/01/2024	70,500.59		000224		
I-TMR202402228406	RETIREMENT CONTRIBUTIONS	D	3/01/2024	63,002.74		000224		134,252.23
27050	IRS-PAYROLL TAXES							
I-T1 202403088413	FEDERAL WITHHOLDING	D	3/08/2024	30,697.25		000226		
I-T3 202403088413	FICA TAX	D	3/08/2024	35,042.36		000226		
I-T4 202403088413	MEDICARE TAX	D	3/08/2024	8,195.32		000226		73,934.93
27050	IRS-PAYROLL TAXES							
I-T1 202403228414	FEDERAL WITHHOLDING	D	3/22/2024	19,963.07		000227		
I-T3 202403228414	FICA TAX	D	3/22/2024	29,827.82		000227		
I-T4 202403228414	MEDICARE TAX	D	3/22/2024	6,975.92		000227		56,766.81
17865	COLONIAL LIFE & ACCIDENT							
I-AC1202402098400	ACCIDENT INSURANCE	R	3/01/2024	429.57		175533		
I-AC2202402228406	ACCIDENT INSURANCE	R	3/01/2024	429.64		175533		
I-AC3202402098400	ACCIDENT INSURANCE	R	3/01/2024	809.58		175533		
I-AC3202402228406	ACCIDENT INSURANCE	R	3/01/2024	809.58		175533		
I-CN1202402098400	CANCER INSURANCE	R	3/01/2024	292.48		175533		
I-CN2202402228406	CANCER INSURANCE	R	3/01/2024	292.52		175533		
I-H01202402098400	HOSPITAL INCOME PREMIUM	R	3/01/2024	0.01		175533		
I-H03202402098400	HOSPITAL INCOME - PRETAX	R	3/01/2024	145.49		175533		
I-H03202402228406	HOSPITAL INCOME - PRETAX	R	3/01/2024	145.49		175533		
I-LF3202402228406	UNIV/COL LIFE AFTER TAX	R	3/01/2024	373.42		175533		
I-LF7202402098400	NON-PRETAX LIFE INSURANCE	R	3/01/2024	373.47		175533		
I-LF8202402098400	AFTER TAX COLONIAL PRODUCTS	R	3/01/2024	1,450.89		175533		
I-LF8202402228406	AFTER TAX COLONIAL PRODUCTS	R	3/01/2024	1,450.89		175533		
I-LP1202402098400	PRETAX LPSD DISABILITY	R	3/01/2024	0.01		175533		
I-LP3202402098400	LPSD DISABILITY AFTERTAX	R	3/01/2024	44.17		175533		
I-LP3202402228406	LPSD DISABILITY AFTERTAX	R	3/01/2024	44.17		175533		7,091.38
03376	PRINCIPAL LIFE INSURANCE COMPA							
I-202402298408	PRINCIPAL LIFE INSURANCE COMPA	R	3/01/2024	394.17		175542		
I-DN1202402098400	EMPLOYEE SHARE HEALTH INSUR	R	3/01/2024	751.59		175542		
I-DN1202402228406	EMPLOYEE SHARE HEALTH INSUR	R	3/01/2024	19.66		175542		
I-DN2202402228406	EMPLOYEE SHARE HEALTH INSUR	R	3/01/2024	751.59		175542		
I-GDC202402228406	DENTAL INSURANCE PREMIUM	R	3/01/2024	1,115.92		175542		
I-GDE202402228406	DENTAL INSURANCE PREMIUM	R	3/01/2024	1,069.50		175542		
I-GDF202402228406	DENTAL INSURANCE PREMIUM	R	3/01/2024	1,392.48		175542		
I-GDS202402228406	DENTAL INSURANCE PREMIUM	R	3/01/2024	459.68		175542		
I-GVC202402228406	VISION INSURANCE PREMIUM	R	3/01/2024	164.64		175542		
I-GVE202402228406	VISION INSUR PREMIUM	R	3/01/2024	236.88		175542		
I-GVF202402228406	VISION INSURANCE PREMIUM	R	3/01/2024	234.50		175542		

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
I-GVS202402228406	VISION INSURANCE PREMIUM	R	3/01/2024	88.01		175542		
I-VS1202402098400	EMPLOYEE SHARE HEALTH PLAN	R	3/01/2024	86.78		175542		
I-VS1202402228406	EMPLOYEE SHARE HEALTH PLAN	R	3/01/2024	1.80		175542		
I-VS2202402228406	EMPLOYEE SHARE HEALTH INSUR	R	3/01/2024	86.78		175542		6,853.98
74775	SCOTT & WHITE HEALTH PLAN							
I-202402298409	SCOTT & WHITE HEALTH PLAN	R	3/01/2024	10,549.68		175557		
I-CCC202402228406	HEALTH INSURANCE PREMIUM	R	3/01/2024	9,874.92		175557		
I-CCE202402228406	HEALTH INSURANCE PREMIUM	R	3/01/2024	11,236.15		175557		
I-CCF202402228406	HEALTH INSURANCE PREMIUMS	R	3/01/2024	4,111.36		175557		
I-CCS202402228406	HEALTH INSURANCE PREMIUM	R	3/01/2024	1,837.48		175557		
I-HE1202402228406	HEALTH INSURANCE PREMIUM	R	3/01/2024	5,494.45		175557		
I-HEA202402098400	EMPLOYEE SHARE HEALTH INSURANC	R	3/01/2024	12,339.19		175557		
I-HEA202402228406	EMPLOYEE SHARE HEALTH INSURANC	R	3/01/2024	80.97		175557		
I-HEC202402228406	EMPLOYEE SHARE HEALTH INSURANC	R	3/01/2024	12,420.16		175557		
I-HI1202402228406	CITY HEALTH INSURANCE	R	3/01/2024	16,552.90		175557		
I-HID202402228406	CITY HEALTH INSURANCE	R	3/01/2024	21,103.46		175557		
I-HIE202402228406	EMPLOYEE CITY HEALTH CONTRIB	R	3/01/2024	26,675.25		175557		132,275.97
03677	FIVE STAR CHEVROLET, LLC							
I-RG186012	2024 CHEVY TRUCK/PARKS	R	3/01/2024	45,807.55		175564		45,807.55
49400	LAMPASAS CENTRAL APPR DIST							
I-03012024	2ND QUARTERLY PAYMENT	R	3/01/2024	13,034.32		175565		13,034.32
03519	BLUE SPRINGS POOL AND CONSTRUC							
I-CAMPBELL PARK PAV	10X20 PAD	R	3/08/2024	5,250.00		175598		5,250.00
18600	COOPER EQUIPMENT CO							
I-WG01833	CHIP SPREADER MAINT	R	3/08/2024	19,395.61		175607		19,395.61
01050	MCCOY TREE SURGERY COMPANY							
I-9645	TREE TRIMMING	R	3/08/2024	3,051.20		175635		
I-9646	TREE TRIMMING	R	3/08/2024	6,340.00		175635		
I-9647	TREE TRIMMING	R	3/08/2024	7,996.00		175635		17,387.20
01456	S & M VACUUM & WASTE, LTD							
I-150723	SLUDGE HAUL INV#150723	R	3/08/2024	500.00		175652		
I-150724	SLUDGE HAUL INV150724	R	3/08/2024	500.00		175652		
I-150725	SLUDGE HAUL INV150725	R	3/08/2024	500.00		175652		
I-150726	SLUDGE HAUL INV150726	R	3/08/2024	500.00		175652		
I-150727	SLUDGE HAUL INV150727	R	3/08/2024	500.00		175652		
I-150728	SLUDGE HAUL INV150728	R	3/08/2024	500.00		175652		
I-151226	SLUDGE HAUL INV#151226	R	3/08/2024	500.00		175652		
I-151228	SLUDGE HAUL INV151228	R	3/08/2024	500.00		175652		
I-151229	SLUDGE HAUL INV151229	R	3/08/2024	500.00		175652		
I-151230	SLUDGE HAUL INV 151230	R	3/08/2024	500.00		175652		5,000.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02203	T MORALES COMPANY ELECTRIC & C							
I-15240S	WORK SHOP HEATERS	R	3/08/2024	3,900.00		175658		
I-15267S	OFFICE BAY HEATERS	R	3/08/2024	2,450.00		175658		6,350.00
01401	TSM CONSULTING SERVICES INC							
I-1525534	MARCH NETWORK SUPPORT	R	3/08/2024	900.00		175668		
I-1525537	BACKUP SOFTWARE	R	3/08/2024	1,697.39		175668		
I-1525538	MIC EXCHANGE ONLINE	R	3/08/2024	16,200.55		175668		18,797.94
03584	TWILIGHT DIESEL N EQUIPMENT SE							
I-2140	ENGINE ONE	R	3/08/2024	461.05		175669		
I-2142	ENGINE ONE	R	3/08/2024	5,720.21		175669		6,181.26
02976	WASTE CONNECTIONS							
I-2997255V165	CITIZENS STATION	R	3/08/2024	466.96		175673		
I-2997255V165*	CITIZENS STATION	R	3/08/2024	972.98		175673		
I-2997256V165	RECYCLE CENTER	R	3/08/2024	399.46		175673		
I-2997256V165*	RECYCLE CENTER	R	3/08/2024	824.39		175673		
I-3006805V165	COMMERCIAL SOLID WASTE	R	3/08/2024	64,725.73		175673		
I-3006806V165	RESIDENTIAL SOLID WASTE	R	3/08/2024	54,053.96		175673		121,443.48
02441	C&J SALT CREEK ENTERPRISES LLC							
I-453247	DUMP TRAILER AND HITCH	R	3/13/2024	219.00		175699		
I-453248	DUMP TRAILER AND HITCH	R	3/13/2024	10,250.00		175699		10,469.00
35299	HACH COMPANY							
I-13933879	MONOCHLOR CHEM KEY SET	R	3/13/2024	1,668.00		175716		
I-13937830	TESTING SUPPLIES	R	3/13/2024	1,397.01		175716		
I-13939657	PH SENSOR	R	3/13/2024	2,570.00		175716		5,635.01
52200	LAMPASAS PUBLIC UTILITIES							
I-02292024	FEBRUARY 2024	R	3/13/2024	29,894.76		175738		29,894.76
02754	MASTERCARD							
I-01249J	COUNCIL MTG DINNER	R	3/13/2024	169.97		175747		
I-01292024	PRE-EMPLOYMENT SCREEN	R	3/13/2024	7.50		175747		
I-01914J	BREAKROOM SUPPLIES	R	3/13/2024	191.53		175747		
I-02052024	HOTELRESERVATIONENGLISH	R	3/13/2024	579.92		175747		
I-02122024	TRAINING	R	3/13/2024	259.55		175747		
I-02142024	PRE-EMPLOYMENT SCREEN	R	3/13/2024	7.50		175747		
I-02172024	HOTEL STAY	R	3/13/2024	153.89		175747		
I-02202024	CONSTANT CONTACT	R	3/13/2024	381.50		175747		
I-02202024*	GOOD OLD DAYS MAG SUB	R	3/13/2024	20.00		175747		
I-02202024**	BASIC INSTRUCTOR COURSE	R	3/13/2024	167.00		175747		
I-02236J	TCEQ PBR PAYMENT	R	3/13/2024	102.51		175747		
I-02262024	INTEREST CHARGED	R	3/13/2024	119.61		175747		
I-02282J	CIP MEETING/LUNCH	R	3/13/2024	191.98		175747		
I-1000235583	ELEC DEPT GLOVES	R	3/13/2024	166.70		175747		

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
I-13075869395	RYAN HOTEL STAY	R	3/13/2024	377.99		175747		
I-13425663	TROPHIES	R	3/13/2024	57.97		175747		
I-15789	CONF REG, TLA MEMB, LBLs	R	3/13/2024	193.73		175747		
I-1733396	MATS FOR GREENS	R	3/13/2024	368.65		175747		
I-1930263160	UNIT 2301 FLOOR MATS	R	3/13/2024	305.16		175747		
I-27427206	RINEHART HOTEL FOR TRAINI	R	3/13/2024	108.22		175747		
I-30FA25B0 0003	WEAT ANNUAL MEMBERSHIP	R	3/13/2024	70.00		175747		
I-32572	TRAINING	R	3/13/2024	750.00		175747		
I-427042458	(5) SHIRTS-WILLIAM S.	R	3/13/2024	119.02		175747		
I-427188318	JOE-ST DEPT SHIRTS (3)	R	3/13/2024	64.92		175747		
I-446099	DLVR.IT PRO ANNUAL	R	3/13/2024	129.50		175747		
I-51639	ECLIPSE GLASSES	R	3/13/2024	475.42		175747		
I-60867101	BASIC CODE ENFORCEMENT	R	3/13/2024	550.00		175747		
I-81846EE015541	HOTEL STAY JACOB YOHO	R	3/13/2024	242.56		175747		
I-81846EE015543	HOTEL STAY GLEN CHISM	R	3/13/2024	242.56		175747		
I-8941077189	EVENTBRITE	R	3/13/2024	65.87		175747		
I-9475	TMCCP SEMINAR	R	3/13/2024	315.00		175747		
I-CS025881A7C	WEBSITE STOCK IMAGES	R	3/13/2024	29.00		175747		
I-DS001256251	DROPSND BUSINESS LITE	R	3/13/2024	45.00		175747		
I-S052075092C	CARROT-TOP -- FLAGS	R	3/13/2024	283.14		175747		
I-W6874583	COINS FOR COUNCIL	R	3/13/2024	243.88		175747		
I-YGNG32KZFCQ	2024 ANIMALS CONFERENCE	R	3/13/2024	155.00		175747		7,711.75
82300	TECHLINE, INC							
I-135058600	POLES	R	3/13/2024	22,295.00		175760		22,295.00
01490	CENCO, INC							
I-INV 0664	SUPER ENZYME	R	3/14/2024	4,500.00		175774		4,500.00
26599	FERGUSON ENTERPRISES INC							
I-1270266	7TH & PECAN WATER PRJ	R	3/14/2024	4,780.03		175776		4,780.03
02860	FUELMAN							
I-NP65990618	FUELMAN	R	3/14/2024	12,611.96		175777		12,611.96
02209	JONES-HEROY & ASSOCIATES INC							
I-21134	WWTP PERMIT RENEWAL 2024	R	3/14/2024	3,137.93		175784		
I-21135	REVIEW OF WATER SUPPLY	R	3/14/2024	2,750.00		175784		5,887.93
03589	T D K OPERATIONS LLC							
I-1164	REPAIRS TO SPRAYER	R	3/14/2024	1,899.06		175802		
I-1165	REPAIRS FOR SPRAYER	R	3/14/2024	667.57		175802		
I-1166	REPAIRS ON TRIPLEX	R	3/14/2024	393.26		175802		
I-1177	SET BEDKNIVES AND REELS	R	3/14/2024	225.00		175802		
I-1178	REPAIRS TO OLD TRIPLE	R	3/14/2024	1,330.56		175802		4,515.45

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
03406	WELLS FARGO FINANCIAL LEASING							
I-5028886576	LEASE ON MOWERS	R	3/14/2024	2,750.00		175811		
I-5028886577	JOHN DEERE LEASE	R	3/14/2024	1,470.00		175811		4,220.00
03273	DELL MARKETING LP							
I-10737661016	DELL TOUGHBOOK PCS	R	3/26/2024	6,553.08		175853		6,553.08
47585	KEMPNER WATER SUPPLY CORP							
I-02292024	DEBT PAYMENTS	R	3/26/2024	19,146.97		175868		19,146.97
00241	PROFESSIONAL TURF							
I-164039300	NEW IRRIGATION SPRINKLERS	R	3/26/2024	6,984.31		175883		6,984.31
16468	CATERPILLAR FIN SER CORP							
I-35140403	LOADER/EXCAVATOR	R	3/28/2024	7,159.20		175911		7,159.20
02202	H & H TREE SERVICE INC							
I-03122024	CLEAN TREES BY PLAYGROUND	R	3/28/2024	2,000.00		175923		
I-03192024	TREE REMOVAL- LIVE OAK	R	3/28/2024	2,000.00		175923		
I-03212024	TRIM TREES-HANCOCK PARK	R	3/28/2024	900.00		175923		
I-03212024*	TRIM TREES-CAMPBELL PARK	R	3/28/2024	600.00		175923		5,500.00
01717	METRO FIRE APPARATUS SPECIALIS							
I-1882201	FIRE APPARATUS	R	3/28/2024	952,611.00		175932		952,611.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	30	1,515,344.14	0.00	1,515,344.14
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	3	264,953.97	0.00	264,953.97
EFT:	1	535,617.09	0.00	535,617.09
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 99	BANK: FSB	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			34	2,315,915.20	0.00	2,315,915.20
BANK: FSB	TOTALS:		34	2,315,915.20	0.00	2,315,915.20
REPORT TOTALS:			34	2,315,915.20	0.00	2,315,915.20

  
City ManagerITEM NO. 3.2

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

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**Subject:** Discussion and possible action on the Receipt of the Monthly Investment Report for January 2024

Requested By: Yvonne Moreno, Finance Director  
Submitted By: Yvonne Moreno, Finance Director

Date Submitted: April 9, 2024                      For the Agenda of: April 22, 2024

Procurement and Funding Statement: N/A

Attachments: Investment Report prepared by Patterson & Associates

**Summary Statement:**

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The weighted average maturity of City investments is 1 day(s).

The City's yield to maturity is 5.31

<u>Place of Investment</u>	<u>Investment Amount</u>	<u>% of Portfolio</u>
TexPool / TexPool Prime	\$8,027,607.28	30.67%
TexStar	\$1,745,484.21	6.67%
Bancorp South	\$13,061,085.39	49.90%
Money Market	\$3,269,832.28	12.49%
Frost Bank	\$72,056.31	.28%

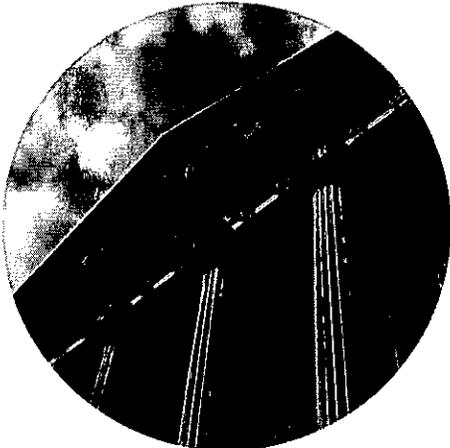
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**Recommendation:** Motion to approve by consent.

City of Lampasas

# Investment Report

As of January 31, 2024





## Contents

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Summary by Type	5
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# Portfolio Overview

SECURITY TYPE	PAR VALUE	MARKET VALUE	BOOK VALUE	% OF PORTFOLIO	DAYS TO MATURITY	YIELD
Bank Deposits	16,402,973.98	16,402,973.98	16,402,973.98	62.66%	1	5.30
LGIP	9,773,091.49	9,773,091.49	9,773,091.49	37.34%	1	5.34
<b>TOTAL</b>	<b>26,176,065.47</b>	<b>26,176,065.47</b>	<b>26,176,065.47</b>	<b>100.00%</b>	<b>1</b>	<b>5.31</b>

CASH AND ACCRUED INTEREST						
Purchased Accrued Interest		0.00	0.00			
<b>TOTAL CASH AND INVESTMENTS</b>	<b>26,176,065.47</b>	<b>26,176,065.47</b>	<b>26,176,065.47</b>		<b>1</b>	<b>5.31</b>

TOTAL EARNINGS	
	CURRENT MONTH
Current Year	117,818.72



**Portfolio Summary**

**5.31**

Average Yield

**0.00**

Weighted Average Maturity (Years)

**0.00**

Portfolio Effective Duration (Years)

**0.00**

Weighted Average Life (Years)

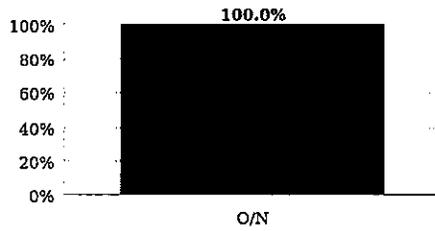
**AAA**

Average Credit Rating

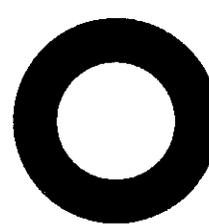
**Portfolio Position**

<b>Par Value</b>	\$26,176,065
<b>Principal Cost</b>	\$26,176,065
<b>Book Value</b>	\$26,176,065
<b>Market Value</b>	\$26,176,065
<b>Unrealized Gain/Loss</b>	\$0
<b>Accrued Interest</b>	\$0

**Maturity Distribution**



**Sector Allocation**



● Bank Deposits	62.66%
● LGIP	37.34%



**Summary by Type**

SECURITY TYPE	# OF SECURITIES	PAR VALUE	BOOK VALUE	% OF PORTFOLIO	YIELD	DAYS TO FINAL MATURITY
<b>CASH</b>						
Bank Deposits	4	14,212,514.00	14,212,514.00	54.30	5.42	1
LGIP	1	7,945,601.74	7,945,601.74	30.35	5.35	1
<b>TOTAL</b>	<b>5</b>	<b>22,158,115.74</b>	<b>22,158,115.74</b>	<b>84.65</b>	<b>5.39</b>	<b>1</b>
<b>CERT OF OBLIGATION 2016</b>						
LGIP	1	82,005.54	82,005.54	0.31	5.55	1
<b>TOTAL</b>	<b>1</b>	<b>82,005.54</b>	<b>82,005.54</b>	<b>0.31</b>	<b>5.55</b>	<b>1</b>
<b>ELECTRIC</b>						
Bank Deposits	2	505,541.11	505,541.11	1.93	4.72	1
LGIP	1	1,745,484.21	1,745,484.21	6.67	5.32	1
<b>TOTAL</b>	<b>3</b>	<b>2,251,025.32</b>	<b>2,251,025.32</b>	<b>8.60</b>	<b>5.18</b>	<b>1</b>
<b>LEDC</b>						
Bank Deposits	2	1,344,434.24	1,344,434.24	5.14	4.17	1
<b>TOTAL</b>	<b>2</b>	<b>1,344,434.24</b>	<b>1,344,434.24</b>	<b>5.14</b>	<b>4.17</b>	<b>1</b>
<b>SEIZURES</b>						
Bank Deposits	2	40,374.24	40,374.24	0.15	5.50	1
<b>TOTAL</b>	<b>2</b>	<b>40,374.24</b>	<b>40,374.24</b>	<b>0.15</b>	<b>5.50</b>	<b>1</b>
<b>TRUST</b>						
Bank Deposits	2	78,357.66	78,357.66	0.30	5.57	1
<b>TOTAL</b>	<b>2</b>	<b>78,357.66</b>	<b>78,357.66</b>	<b>0.30</b>	<b>5.57</b>	<b>1</b>
<b>WATER</b>						



**Summary by Type**

SECURITY TYPE	# OF SECURITIES	PAR VALUE	BOOK VALUE	% OF PORTFOLIO	YIELD	DAYS TO FINAL MATURITY
Bank Deposits	2	221,752.73	221,752.73	0.85	5.50	1
<b>TOTAL</b>	<b>2</b>	<b>221,752.73</b>	<b>221,752.73</b>	<b>0.85</b>	<b>5.50</b>	<b>1</b>
<b>GRAND TOTAL</b>	<b>17</b>	<b>26,176,065.47</b>	<b>26,176,065.47</b>	<b>100.00</b>	<b>5.31</b>	<b>1</b>



**Position Statement**

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
<b>CASH</b>												
<b>BANK DEPOSITS</b>												
700-047-4	Cadence Bank Account	01/31/2024 01/31/2024	10,911,650.28	10,911,650.28 0.00	10,911,650.28	5.50		1	1.00 10,911,650.28	0.00 10,911,650.28	41.69	NA
700-321-3	Cadence Bank Account	01/31/2024 01/31/2024	336.49	336.49 0.00	336.49	5.50		1	1.00 336.49	0.00 336.49	0.00	NA
700-418-7	Cadence Bank Account	01/31/2024 01/31/2024	30,694.95	30,694.95 0.00	30,694.95	5.50		1	1.00 30,694.95	0.00 30,694.95	0.12	NA
4001579	Lone Star Capital Bank IntraFi Cash Service	01/31/2024 01/31/2024	3,269,832.28	3,269,832.28 0.00	3,269,832.28	5.15		1	1.00 3,269,832.28	0.00 3,269,832.28	12.49	NA
<b>BANK DEPOSITS TOTAL</b>			<b>14,212,514.00</b>	<b>14,212,514.00</b> <b>0.00</b>	<b>14,212,514.00</b>	<b>5.42</b>		<b>1</b>	<b>1.00</b> <b>14,212,514.00</b>	<b>0.00</b> <b>14,212,514.00</b>	<b>54.30</b>	<b>NA</b>
<b>LGIP</b>												
TEXPOOL	TexPool	01/31/2024 01/31/2024	7,945,601.74	7,945,601.74 0.00	7,945,601.74	5.35		1	1.00 7,945,601.74	0.00 7,945,601.74	30.35	AAA
<b>LGIP TOTAL</b>			<b>7,945,601.74</b>	<b>7,945,601.74</b> <b>0.00</b>	<b>7,945,601.74</b>	<b>5.35</b>		<b>1</b>	<b>1.00</b> <b>7,945,601.74</b>	<b>0.00</b> <b>7,945,601.74</b>	<b>30.35</b>	<b>AAA</b>
<b>CASH TOTAL</b>			<b>22,158,115.74</b>	<b>22,158,115.74</b> <b>0.00</b>	<b>22,158,115.74</b>	<b>5.39</b>		<b>1</b>	<b>1.00</b> <b>22,158,115.74</b>	<b>0.00</b> <b>22,158,115.74</b>	<b>84.85</b>	<b>AAA</b>
<b>CERT OF OBLIGATION 2016</b>												
<b>LGIP</b>												
TEXPRIME	TexPool Prime	01/31/2024 01/31/2024	82,005.54	82,005.54 0.00	82,005.54	5.55		1	1.00 82,005.54	0.00 82,005.54	0.31	AAA
<b>LGIP TOTAL</b>			<b>82,005.54</b>	<b>82,005.54</b> <b>0.00</b>	<b>82,005.54</b>	<b>5.55</b>		<b>1</b>	<b>1.00</b> <b>82,005.54</b>	<b>0.00</b> <b>82,005.54</b>	<b>0.31</b>	<b>AAA</b>
<b>CERT OF OBLIGATION 2016 TOTAL</b>			<b>82,005.54</b>	<b>82,005.54</b> <b>0.00</b>	<b>82,005.54</b>	<b>5.55</b>		<b>1</b>	<b>1.00</b> <b>82,005.54</b>	<b>0.00</b> <b>82,005.54</b>	<b>0.31</b>	<b>AAA</b>
<b>ELECTRIC</b>												
<b>BANK DEPOSITS</b>												
700-067-2	Cadence Bank Account	01/31/2024 01/31/2024	433,484.80	433,484.80 0.00	433,484.80	5.50		1	1.00 433,484.80	0.00 433,484.80	1.66	NA
591732110	Frost Bank Public Fund Checking Account	01/31/2024 01/31/2024	72,056.31	72,056.31 0.00	72,056.31	0.00		1	1.00 72,056.31	0.00 72,056.31	0.28	NA



**Position Statement**

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
<b>BANK DEPOSITS</b>			505,541.11	505,541.11 0.00	505,541.11	4.72		1	1.00 505,541.11	0.00 505,541.11	1.93	NA
<b>LGIP</b>												
TEXSTAR	TexSTAR	01/31/2024 01/31/2024	1,745,484.21	1,745,484.21 0.00	1,745,484.21	5.32		1	1.00 1,745,484.21	0.00 1,745,484.21	6.67	AAA
<b>LGIP TOTAL</b>			1,745,484.21	1,745,484.21 0.00	1,745,484.21	5.32		1	1.00 1,745,484.21	0.00 1,745,484.21	6.67	AAA
<b>ELECTRIC TOTAL</b>			2,251,025.32	2,251,025.32 0.00	2,251,025.32	5.18		1	1.00 2,251,025.32	0.00 2,251,025.32	8.60	AAA

<b>LEDC</b>												
<b>BANK DEPOSITS</b>												
700-236-3	Cadence Bank Account	01/31/2024 01/31/2024	167,955.67	167,955.67 0.00	167,955.67	4.17		1	1.00 167,955.67	0.00 167,955.67	0.84	NA
700-109-2	Cadence Bank Account	01/31/2024 01/31/2024	1,176,478.57	1,176,478.57 0.00	1,176,478.57	4.17		1	1.00 1,176,478.57	0.00 1,176,478.57	4.49	NA
<b>BANK DEPOSITS TOTAL</b>			1,344,434.24	1,344,434.24 0.00	1,344,434.24	4.17		1	1.00 1,344,434.24	0.00 1,344,434.24	5.14	NA
<b>LEDC TOTAL</b>			1,344,434.24	1,344,434.24 0.00	1,344,434.24	4.17		1	1.00 1,344,434.24	0.00 1,344,434.24	5.14	NA

<b>SEIZURES</b>												
<b>BANK DEPOSITS</b>												
700-076-3	Cadence Bank Account	01/31/2024 01/31/2024	40,371.26	40,371.26 0.00	40,371.26	5.50		1	1.00 40,371.26	0.00 40,371.26	0.15	NA
201001999	Cadence Bank Account	01/31/2024 01/31/2024	2.98	2.98 0.00	2.98	0.00		1	1.00 2.98	0.00 2.98	0.00	NA
<b>BANK DEPOSITS TOTAL</b>			40,374.24	40,374.24 0.00	40,374.24	5.50		1	1.00 40,374.24	0.00 40,374.24	0.15	NA
<b>SEIZURES TOTAL</b>			40,374.24	40,374.24 0.00	40,374.24	5.50		1	1.00 40,374.24	0.00 40,374.24	0.15	NA

<b>TRUST</b>												
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**Position Statement**

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
<b>BANK DEPOSITS</b>												
000-634-8	Cadence Bank Account	01/31/2024 01/31/2024	31,923.92	31,923.92 0.00	31,923.92	5.68		1	1.00 31,923.92	0.00 31,923.92	0.12	NA
000-634-9	Cadence Bank Account	01/31/2024 01/31/2024	46,433.74	46,433.74 0.00	46,433.74	5.50		1	1.00 46,433.74	0.00 46,433.74	0.18	NA
<b>BANK DEPOSITS TOTAL</b>			<b>78,357.66</b>	<b>78,357.66 0.00</b>	<b>78,357.66</b>	<b>5.57</b>		<b>1</b>	<b>1.00 78,357.66</b>	<b>0.00 78,357.66</b>	<b>0.30</b>	<b>NA</b>
<b>TRUST TOTAL</b>			<b>78,357.66</b>	<b>78,357.66 0.00</b>	<b>78,357.66</b>	<b>5.57</b>		<b>1</b>	<b>1.00 78,357.66</b>	<b>0.00 78,357.66</b>	<b>0.30</b>	<b>NA</b>
<b>WATER</b>												
<b>BANK DEPOSITS</b>												
700-048-2	Cadence Bank Account	01/31/2024 01/31/2024	135.34	135.34 0.00	135.34	5.52		1	1.00 135.34	0.00 135.34	0.00	NA
700-163-9	Cadence Bank Account	01/31/2024 01/31/2024	221,617.39	221,617.39 0.00	221,617.39	5.50		1	1.00 221,617.39	0.00 221,617.39	0.85	NA
<b>BANK DEPOSITS TOTAL</b>			<b>221,752.73</b>	<b>221,752.73 0.00</b>	<b>221,752.73</b>	<b>5.50</b>		<b>1</b>	<b>1.00 221,752.73</b>	<b>0.00 221,752.73</b>	<b>0.85</b>	<b>NA</b>
<b>WATER TOTAL</b>			<b>221,752.73</b>	<b>221,752.73 0.00</b>	<b>221,752.73</b>	<b>5.50</b>		<b>1</b>	<b>1.00 221,752.73</b>	<b>0.00 221,752.73</b>	<b>0.85</b>	<b>NA</b>
<b>GRAND TOTAL</b>			<b>26,176,065.47</b>	<b>26,176,065.47 0.00</b>	<b>26,176,065.47</b>	<b>5.31</b>		<b>1</b>	<b>1.00 26,176,065.47</b>	<b>0.00 26,176,065.47</b>	<b>100.00</b>	<b>AAA</b>

CITY OF LAMPASAS | JANUARY 31, 2024



## Transaction Statement

NO ACTIVITY DURING  
CURRENT PERIOD

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### Contribution/Withdrawals and Expenses

[Redacted]

No activity during current period

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**Accrued Interest Schedule**

IDENTIFIER	DESCRIPTION	SETTLE DATE	PAR VALUE	PRINCIPAL COST	BEGINNING ACCRUED INTEREST	PURCHASED INTEREST	CURRENT PERIOD ACCRUAL	INTEREST RECEIVED	ENDING ACCRUED INTEREST
<b>CASH</b>									
700-047-4	Cadence Bank Account	01/31/2024	10,911,650.26	10,911,650.26	0.00	0.00	50,939.75	50,939.75	0.00
700-321-3	Cadence Bank Account	01/31/2024	336.49	336.49	0.00	0.00	1.56	1.56	0.00
700-418-7	Cadence Bank Account	01/31/2024	30,694.95	30,694.95	0.00	0.00	141.48	141.48	0.00
4001579	Lone Star Capital Bank IntraFI Cash Service	01/31/2024	3,269,832.28	3,269,832.28	0.00	0.00	14,270.37	14,270.37	0.00
TEXPOOL	TexPool	01/31/2024	7,945,601.74	7,945,601.74	0.00	0.00	35,909.87	35,909.87	0.00
<b>TOTAL</b>			<b>22,158,115.74</b>	<b>22,158,115.74</b>	<b>0.00</b>	<b>0.00</b>	<b>101,263.03</b>	<b>101,263.03</b>	<b>0.00</b>
<b>CERT OF OBLIGATION 2016</b>									
TEXPRIME	TexPool Prime	01/31/2024	82,005.54	82,005.54	0.00	0.00	384.62	384.62	0.00
<b>TOTAL</b>			<b>82,005.54</b>	<b>82,005.54</b>	<b>0.00</b>	<b>0.00</b>	<b>384.62</b>	<b>384.62</b>	<b>0.00</b>
<b>ELECTRIC</b>									
700-067-2	Cadence Bank Account	01/31/2024	433,484.80	433,484.80	0.00	0.00	2,008.28	2,008.28	0.00
591732110	Frost Bank Public Fund Checking Account	01/31/2024	72,056.31	72,056.31	0.00	0.00	0.00	0.00	0.00
TEXSTAR	TexSTAR	01/31/2024	1,745,484.21	1,745,484.21	0.00	0.00	7,850.16	7,850.16	0.00
<b>TOTAL</b>			<b>2,251,025.32</b>	<b>2,251,025.32</b>	<b>0.00</b>	<b>0.00</b>	<b>9,858.44</b>	<b>9,858.44</b>	<b>0.00</b>
<b>LEDC</b>									
700-108-2	Cadence Bank Account	01/31/2024	1,176,478.57	1,176,478.57	0.00	0.00	4,143.60	4,143.60	0.00
700-236-3	Cadence Bank Account	01/31/2024	167,955.67	167,955.67	0.00	0.00	591.26	591.26	0.00
<b>TOTAL</b>			<b>1,344,434.24</b>	<b>1,344,434.24</b>	<b>0.00</b>	<b>0.00</b>	<b>4,734.86</b>	<b>4,734.86</b>	<b>0.00</b>
<b>SEIZURES</b>									
201001999	Cadence Bank Account	01/31/2024	2.98	2.98	0.00	0.00	0.00	0.00	0.00
700-076-3	Cadence Bank Account	01/31/2024	40,371.26	40,371.26	0.00	0.00	187.25	187.25	0.00
<b>TOTAL</b>			<b>40,374.24</b>	<b>40,374.24</b>	<b>0.00</b>	<b>0.00</b>	<b>187.25</b>	<b>187.25</b>	<b>0.00</b>
<b>TRUST</b>									



**Accrued Interest Schedule**

IDENTIFIER	DESCRIPTION	SETTLE DATE	PAR VALUE	PRINCIPAL COST	BEGINNING ACCRUED INTEREST	PURCHASED INTEREST	CURRENT PERIOD ACCRUAL	INTEREST RECEIVED	ENDING ACCRUED INTEREST
000-634-9	Cadence Bank Account	01/31/2024	46,433.74	46,433.74	0.00	0.00	215.31	215.31	0.00
000-634-8	Cadence Bank Account	01/31/2024	31,923.92	31,923.92	0.00	0.00	148.03	148.03	0.00
<b>TOTAL</b>			<b>78,357.66</b>	<b>78,357.66</b>	<b>0.00</b>	<b>0.00</b>	<b>363.34</b>	<b>363.34</b>	<b>0.00</b>
<b>WATER</b>									
700-163-9	Cadence Bank Account	01/31/2024	221,617.39	221,617.39	0.00	0.00	1,026.55	1,026.55	0.00
700-048-2	Cadence Bank Account	01/31/2024	135.34	135.34	0.00	0.00	0.63	0.63	0.00
<b>TOTAL</b>			<b>221,752.73</b>	<b>221,752.73</b>	<b>0.00</b>	<b>0.00</b>	<b>1,027.18</b>	<b>1,027.18</b>	<b>0.00</b>
<b>GRAND TOTAL</b>			<b>25,176,065.47</b>	<b>25,176,065.47</b>	<b>0.00</b>	<b>0.00</b>	<b>117,818.72</b>	<b>117,818.72</b>	<b>0.00</b>



**Interest Earnings by Fund**

CUSIP	DESCRIPTION	ENDING PAR VALUE	BEGINNING BOOK VALUE	ENDING BOOK VALUE	FINAL MATURITY	COUPON RATE	YIELD	INTEREST EARNED	NET AMORTIZATION/ ACCRETION INCOME	ADJUSTED INTEREST EARNINGS
<b>CASH</b>										
700-047-4	Cadence Bank Account	10,911,650.28	10,179,852.03	10,911,650.28	01/31/2024	5.25	5.50	50,839.75	0.00	50,839.75
700-321-3	Cadence Bank Account	336.49	334.93	336.49	01/31/2024	5.25	5.50	1.56	0.00	1.56
700-418-7	Cadence Bank Account	30,694.95	28,162.39	30,694.95	01/31/2024	5.25	5.50	141.48	0.00	141.48
4001579	Lone Star Capital Bank IntraFi Cash Service	3,269,832.28	3,255,561.91	3,269,832.28	01/31/2024	3.23	5.15	14,270.37	0.00	14,270.37
TEXPOOL	TexPool	7,945,601.74	7,909,691.87	7,945,601.74	01/31/2024	0.00	5.35	35,909.87	0.00	35,909.87
<b>TOTAL</b>		<b>22,158,115.74</b>	<b>21,374,503.13</b>	<b>22,158,115.74</b>		<b>3.07</b>	<b>5.39</b>	<b>101,283.03</b>	<b>0.00</b>	<b>101,283.03</b>
<b>CERT OF OBLIGATION 2016</b>										
TEXPRIME	TexPool Prime	82,005.54	81,520.92	82,005.54	01/31/2024	0.00	5.55	384.62	0.00	384.62
<b>TOTAL</b>		<b>82,005.54</b>	<b>81,520.92</b>	<b>82,005.54</b>		<b>0.00</b>	<b>5.55</b>	<b>384.62</b>	<b>0.00</b>	<b>384.62</b>
<b>ELECTRIC</b>										
700-067-2	Cadence Bank Account	433,484.80	429,926.52	433,484.80	01/31/2024	5.25	5.50	2,008.28	0.00	2,008.28
591732110	Frost Bank Public Fund Checking Account	72,056.31	72,056.31	72,056.31	01/31/2024	0.00	0.00	0.00	0.00	0.00
TEXSTAR	TexSTAR	1,745,484.21	1,737,634.05	1,745,484.21	01/31/2024	0.00	5.32	7,850.16	0.00	7,850.16
<b>TOTAL</b>		<b>2,251,025.32</b>	<b>2,239,616.88</b>	<b>2,251,025.32</b>		<b>1.01</b>	<b>5.18</b>	<b>9,858.44</b>	<b>0.00</b>	<b>9,858.44</b>
<b>LEDC</b>										
700-109-2	Cadence Bank Account	1,176,478.57	1,173,493.94	1,176,478.57	01/31/2024	3.88	4.17	4,143.60	0.00	4,143.60
700-236-3	Cadence Bank Account	167,955.67	167,364.41	167,955.67	01/31/2024	3.88	4.17	591.26	0.00	591.26
<b>TOTAL</b>		<b>1,344,434.24</b>	<b>1,340,858.35</b>	<b>1,344,434.24</b>		<b>3.88</b>	<b>4.17</b>	<b>4,734.86</b>	<b>0.00</b>	<b>4,734.86</b>
<b>SEIZURES</b>										
201001999	Cadence Bank Account	2.98	2.98	2.98	01/31/2024	0.45	0.00	0.00	0.00	0.00
700-076-3	Cadence Bank Account	40,371.26	40,309.01	40,371.26	01/31/2024	5.25	5.50	187.25	0.00	187.25
<b>TOTAL</b>		<b>40,374.24</b>	<b>40,311.99</b>	<b>40,374.24</b>		<b>5.25</b>	<b>5.50</b>	<b>187.25</b>	<b>0.00</b>	<b>187.25</b>



**Interest Earnings by Fund**

CUSIP	DESCRIPTION	ENDING PAR VALUE	BEGINNING BOOK VALUE	ENDING BOOK VALUE	FINAL MATURITY	COUPON RATE	YIELD	INTEREST EARNED	NET AMORTIZATION/ ACCRETION INCOME	ADJUSTED INTEREST EARNINGS
<b>TRUST</b>										
000-634-8	Cadence Bank Account	31,923.92	31,775.89	31,923.92	01/31/2024	5.25	5.68	148.03	0.00	148.03
000-634-9	Cadence Bank Account	46,433.74	46,218.43	46,433.74	01/31/2024	5.25	5.50	215.31	0.00	215.31
<b>TOTAL</b>		<b>78,357.66</b>	<b>77,994.32</b>	<b>78,357.66</b>		<b>5.25</b>	<b>5.57</b>	<b>363.34</b>	<b>0.00</b>	<b>363.34</b>
<b>WATER</b>										
700-048-2	Cadence Bank Account	135.34	134.71	135.34	01/31/2024	5.25	5.52	0.63	0.00	0.63
700-163-9	Cadence Bank Account	221,617.39	219,565.84	221,617.39	01/31/2024	5.25	5.50	1,026.55	0.00	1,026.55
<b>TOTAL</b>		<b>221,752.73</b>	<b>219,700.55</b>	<b>221,752.73</b>		<b>5.25</b>	<b>5.50</b>	<b>1,027.18</b>	<b>0.00</b>	<b>1,027.18</b>
<b>GRAND TOTAL</b>		<b>26,176,065.47</b>	<b>25,374,706.14</b>	<b>26,176,065.47</b>		<b>2.95</b>	<b>5.31</b>	<b>117,818.72</b>	<b>0.00</b>	<b>117,818.72</b>

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City ManagerITEM NO. 3.3

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

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**Subject:**

Discussion and possible action to approve the second 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:** April 22, 2024

**Procurement and Funding Statement:**

N/A

**Attachments:** Ordinance

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**Summary Statement:**

This is the second reading of an Ordinance

**Recommendation:**

To consider a motion to approve second 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 25<sup>th</sup> day of March 2024.

READ AND ADOPTED this the 22<sup>nd</sup> day of April 2024.

APPROVED:

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Herb Pearce, Mayor

ATTEST:

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Becky Sims, City Secretary

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City Manager

ITEM NO. 3.4

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

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**Subject:**

Discussion and possible action regarding the second reading of an Ordinance amending Lampasas Code of Ordinances, Appendix A -Fee Schedule Chapter 54 Parks and Recreation, G. Golf Course Fees.

Requested By: Kris Morin, Golf Course Manager

Submitted by: Kris Morin, Golf Course Manager

Date Submitted: March 22, 2024

For the Agenda of: April 22, 2024

**Procurement and Funding Statement:**

N/A

Attachments: Ordinance

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**Summary Statement:**

This is the second reading of an Ordinance

**Recommendation:**

To consider a motion to approve the second 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, THERERFORE**, 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 Manager

ITEM NO. 3.5

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

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**Subject:**

Discussion and Possible Action regarding the second 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: April 9, 2024

For the Agenda of: April 22, 2024

**Procurement and Funding Statement:**

N/A

Attachments: Ordinance

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**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.

**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					Each Extra Pick Up
		ONE (1)	TWO (2)	THREE (3)	FOUR (4)	FIVE (5)	
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 1<sup>st</sup> 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

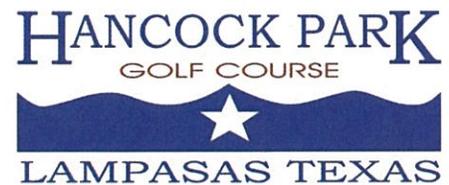
ATTEST:

\_\_\_\_\_  
Becky Sims, City Secretary

Approved in Form by the City Attorney:

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

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## MEMO:

To: Finley deGraffenied, City Manager

From: Kris Morin, Golf Course Manager

cc: City Council Members

Date: April 15, 2024

Re: Monthly Report, March 2024

- Marked and mowed all “new” fairway cuts
  - Narrowed all fairways slightly to aid in chemical and fertilizer cost of high profile and traffic areas
- Marked and mowed all approach cuts
  - Areas around and in front of greens will be mowed at a lower height (same height as tees) than the fairways, to create separation between the two areas
- Application of pre and post emerge herbicide to all fairways, tees, and approaches throughout the entire golf course
- Sub-contracted out all areas outside the areas sprayed in house
  - New chemical company offered this as an incentive, since we buy 90% of our products from them.
  - Only pre-emerge herbicide was applied to areas outside the fairways, tees, and approaches, as it would not be cost effective to do the entire golf course with post-emerge
- Started a weekly topdressing program to aid in smoothing out greens
  - Homemade coco mat is being used to drag and smooth all sand on greens
- Weekly greens fertility application to all greens throughout the month
  - Includes fungicide, insecticide, wetting agent, and growth regulators
- GLK Solutions was contracted out to run Shockwave machine on ALL Greens
  - Shockwave machine performed a “deep tine” aerification process to alleviate compaction on greens.
    - Shallow roots were observed due to compaction issues (heavy foot traffic annually, as well as small greens caused this)
  - Shockwave also aided in moving water and “tied up” nutrients trough the soil profile
    - Old soil reports showed high levels of salts and Sulphur tied up in the soil profile
- A refurbished Greens Roller was purchased by the HPGC for use on the greens
  - This is being incorporated weekly into the Agronomic plan

- Monthly Application of growth regulator (primo) and iron to fairways, tees, and approaches is being applied as part of the Agronomic plan
- Installation of Bar Code Scanning System to the Point-of-Sale System
  - Aided with entering and keeping track of current and incoming inventory
  - Has also aided in checking customers in and out on busy days
- Bi-weekly application of Gypsum has continued on greens
  - Applied approximately 1,400 lbs of Gypsum was applied this month
    - This will continue until we run out of product
  - NOTE: This will be changed next month to a liquid form, to aid in “flushing” the greens of nutrients tied up in the soil profile.
    - This liquid application will be made ONCE a month, and is more cost efficient both agronomically and financially
- A second application of a contact and systemic herbicide was applied to all greens to eradicate *Poa annua* that had germinated on several greens.
  - We have observed almost 95% control of *Poa annua* on greens
- Monthly granular (custom blend) fertilizer was applied on all greens
- Applied 6 lbs / 1000sqft of potash to all tee boxes
- Monthly granular (custom blend) fertilizer was applied on all tee boxes
- Greens are being mowed on a twice a week basis (weather permitting)
- Maintenance crew repaired several old irrigation heads, as the internals were worn, and the entire heads needed to be replaced
- Weather was better in March 2024, compared to March 2023, and play was up approximately 25% this month
  - March 2024 Greens Fee Totals = 1,127 Rounds (This does not include member play)
  - March 2023 Greens Fee Totals = 904 Rounds (This does not include member play)

# Memo



To: Finley deGraffenried, City Manager, Honorable Mayor and City Council      Municipal Court  
From: Lewann Turner, Court Clerk I  
Date: Tuesday, April 16, 2024  
Re: Monthly Report March 2024

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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	185
Convictions	74
Compliance Dismissals	38
Hrs. Community Service Completed	71
Total Dollar Amount CS	\$1,115.00
Waived for Indigency	\$3,430.65
Total Collected	\$29,042.21
Total kept by City	\$20,398.49



## **CITY SECRETARY DEPARTMENT/ MARCH 2024 MONTHLY REPORT**

Brief Monthly Overview of Department Employees:

### **Becky Sims, City Secretary/Zoning Administrator**

- Assisted the City Manager, ACM, EDC Director and Building Official with daily operations.
- Attended the March 1<sup>st</sup> Centex Sustainable Community Partnership Meeting and Presentation with Mayor and recognized City of Lampasas Ambassador, Ashleigh Elizabeth
- Prepared and posted packet, attended and took minutes of the March 4<sup>th</sup>, March 8<sup>th</sup> & March 25<sup>th</sup> City Council Meetings
- Posted agenda/packet, attended, and took minutes for P&Z Meeting held on March 7<sup>th</sup>
- Attended Courtyard Square Association March Meeting, voted in as VP
- Attended meeting with HEB Public Affairs Director regarding Solar Eclipse on March 6<sup>th</sup>.
- Participated with Hill Country Chapter activities
- Attended Pre-Bid Meeting for Hostess House on March 13<sup>th</sup>
- Attended Solar Eclipse Planning Meeting on March 6<sup>th</sup> and March 14<sup>th</sup>
- Facilitated design and coordinated ordering of staff solar eclipse shirts.
- Prepared agenda, packet and took minutes for the CIP meetings held on March 7<sup>th</sup> and March 21<sup>st</sup>.
- Posted agenda/packet, attended, and took minutes for ZBA Meeting held on March 19, 2024
- Set-up, participated and took minutes for the Solar Eclipse Town Hall Meeting on March 20, 2024
- Attended Centex Sustainable Community Partnership Meeting on March 28<sup>th</sup>
- Conducted interviews for Executive Secretary/Permit Technician position.
- Submitted Commercial Plan Sets to ICC for Third Party Review
- Worked on updating MYGOV with developer.
- Worked on final items for Wayfinding Project
- Worked on TML Risk Pool claims
- Reviewed concept plans for proposed projects/provided development & utility information to several prospects.
- Processed/Facilitated Open Records Requests
- Daily Building /Planning & Zoning responsibilities – key contact person who handles inquiries/requests and all administrative work/research.
- Advised Citizens/Contractors of required documentation for permits; upon receipt of documentation issued building permits through My Government Portal/ Assigned Inspections
- Maintained vehicle inspection/registration process for City vehicles for March.
- Complete and file Cemetery Deeds
- Handled Waste Connection Inquiries.

Finance/Utility Billing & Collection

# MEMO

Date: April 9, 2024

To: Finley deGraffenried, City Manager

From: Yvonne Moreno, Finance Director

RE: Monthly Report for March 2024

Finance Department:

- \* Met with City Manager, auditor, and audit committee to go over the FYE 2023 audit.
- \* Worked on Time and Attendance and import/export with Incode for payroll.
- \* Worked with employees on issues in Time and Attendance.
- \* Hired a new part-time utility clerk.
- \* 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 March was \$208,683 which is a decrease of 6.0% from March 2023.
- \* Reconciled 18 bank accounts
  - Processed 407 Accounts Payable Checks
  - Processed Bi-Weekly Payroll and Longevity Checks

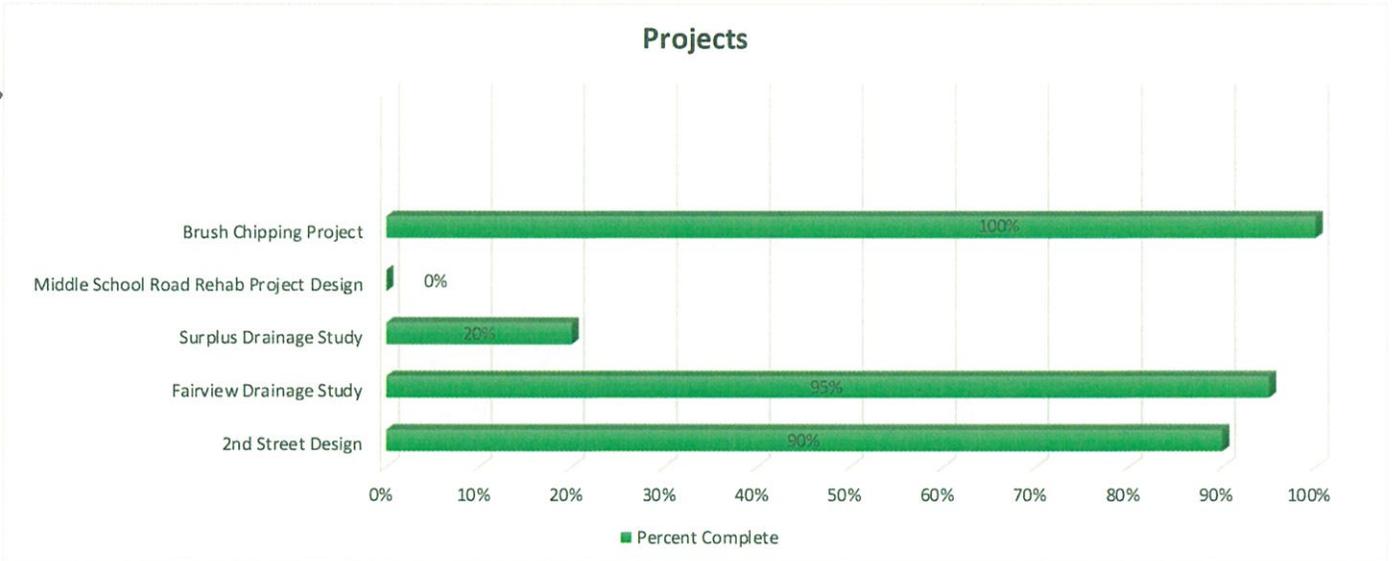
Utility Department:

- The Electric billing for March 2024 was 2.1% higher than what was billed in March 2023. The Electric Sales budget for the first six months of the Fiscal year is on track at 49% and up 11.34% compared to the first six months of last Fiscal Year. The Water billing for March 2024 was 4% less than what was billed in March 2023. The Water Sales budget for the first six months of the Fiscal year is on track at 58.83%, but is down 5% compared to the first six months of last Fiscal Year.
- March Statistics for the department:
 

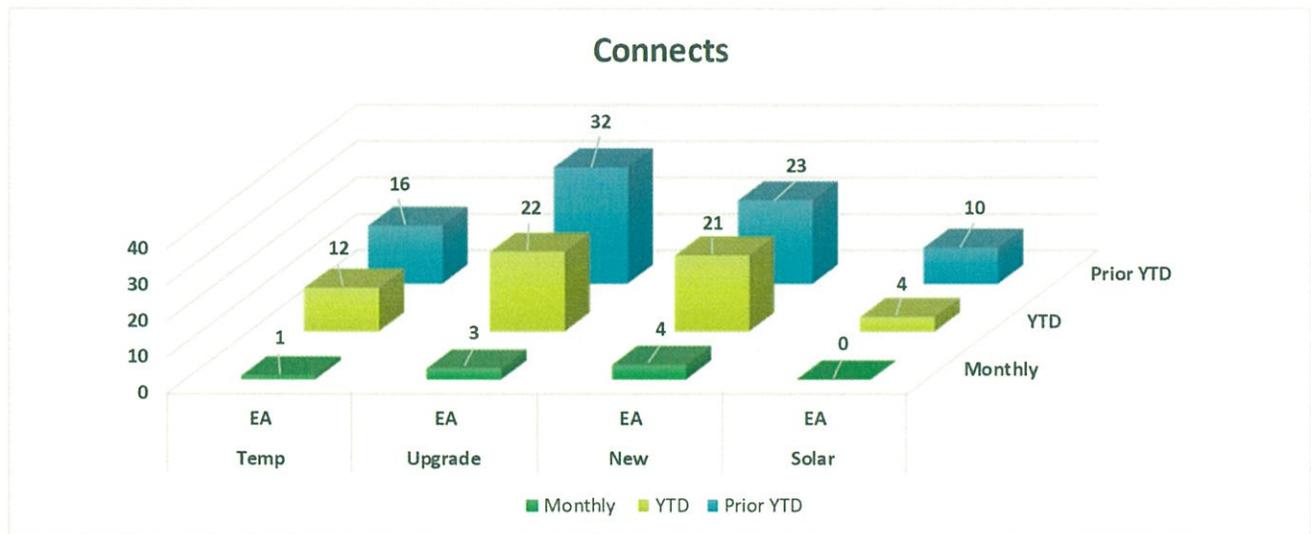
Total Water Customers	3,628
Total Wastewater Customers	2,895
Total Electric Customers	5,127
Residential Garbage Customers	2,778
Connects:	40
Disconnects:	30
Read In/Read Out:	34
Disconnects for Non-Pay:	12 (7 reconnected)

(days under 35 degrees we will not disconnect)

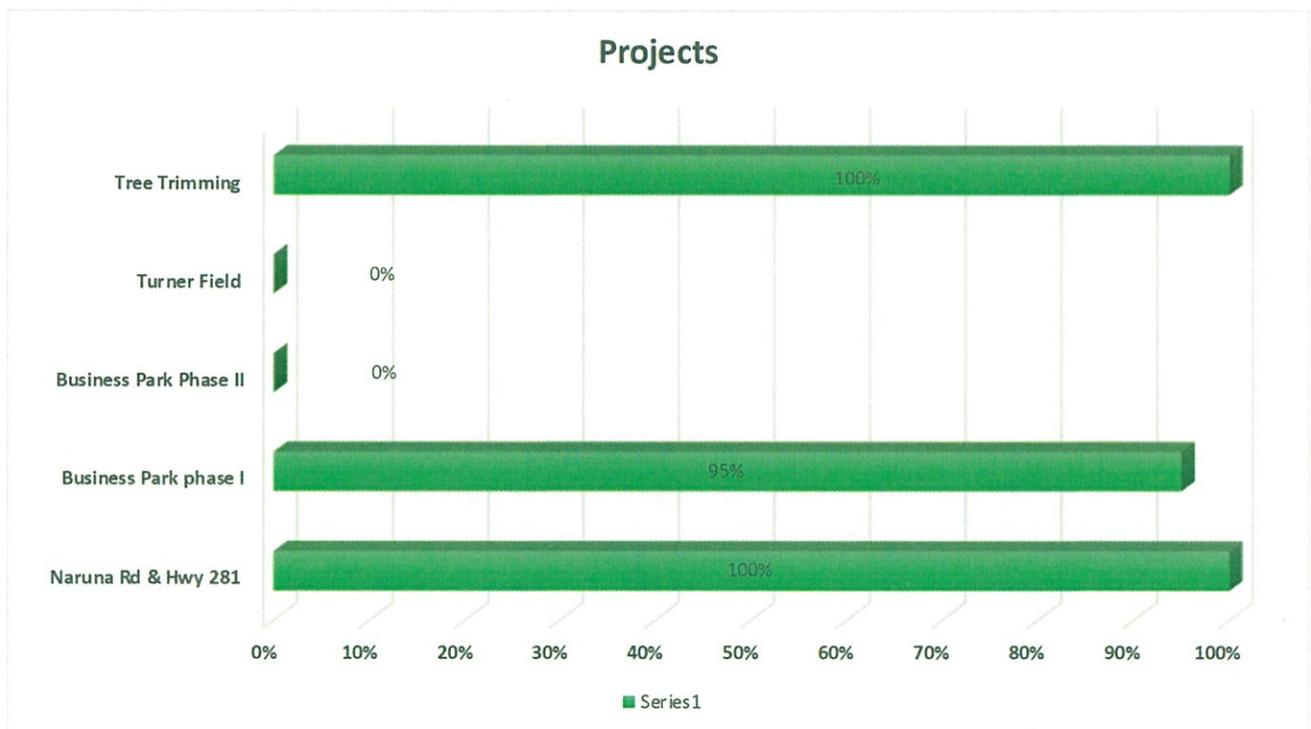
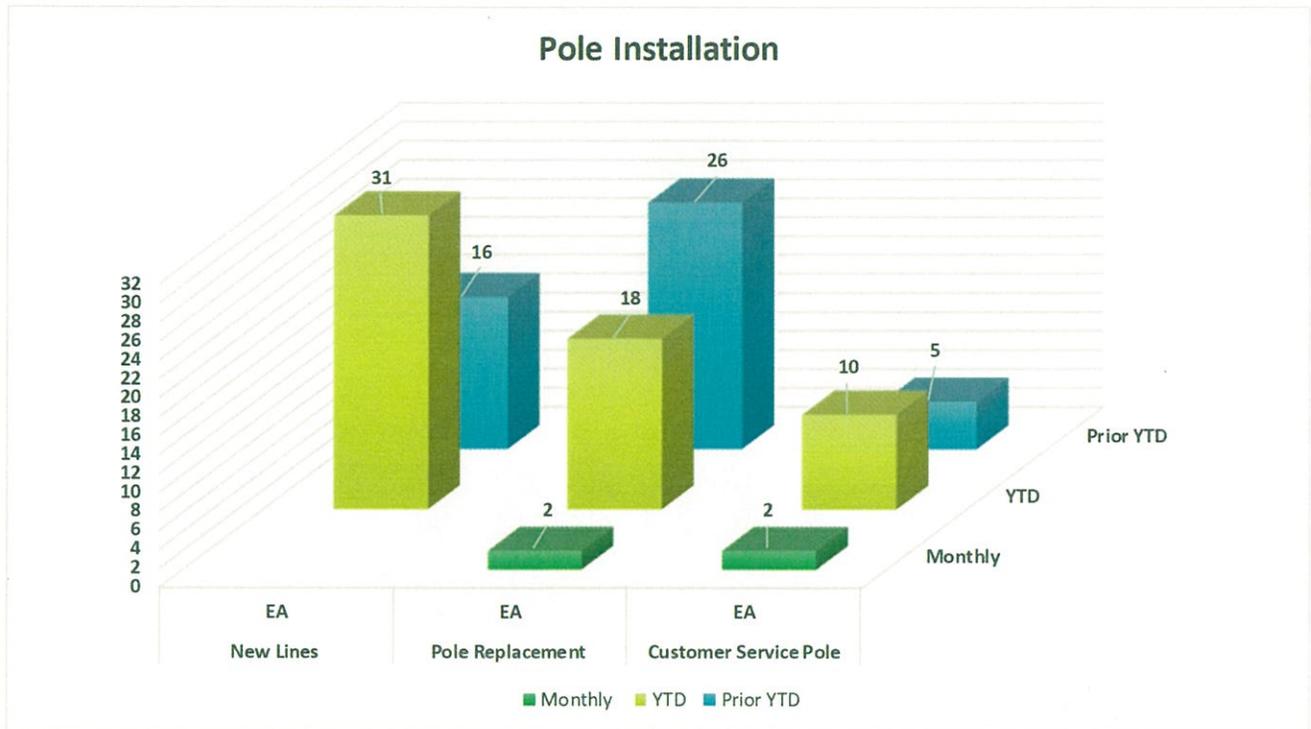
# Street Department



# Electric Department



# Electric Department





## Memo

To: City Manager Finley deGraffenried

From: Police Chief Jody Cummings

Date: 04.04.24

Re: **Police Department** Monthly - March 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 4 staff meetings.
4. Chief Cummings attended a "Chief's Meeting" hosted by Highway Patrol Sergeant McKitrick at the Lampasas County Law Enforcement Center concerning the Eclipse.
5. Patrol Lieutenant Chuck Montgomery conducted traffic control and public relations at a Friends of the Night Sky event.
6. The Department welcomed 1 new school resource officer and 1 dispatcher to the department.
7. Lt. Montgomery participated in a Zoom meeting reference Taser quotes and upgrades.
8. Assistant Chief Boswell conducted interviews for a patrol officer position.
9. AC Boswell attended a city hosted Eclipse meeting.
10. AC Boswell attended a special called City Council meeting.
11. Patrol Officer Delana Fritz attended a Lampasas Gardens quarterly social.
12. Department representatives participated in an Executime/payroll meeting.
13. Chief Cummings and Lt. Montgomery participated in a Priority Telecommunications Services GETS/WPS Briefing and Enrollment Zoom Meeting in reference to Eclipse Day preparations.
14. Chief Cummings participated in a Town Hall meeting in preparations for Eclipse Day.
15. Assistant Chief Boswell conducted a second round of interviews for a patrol officer position.
16. Chief Cummings attended a CIP meeting.
17. Lt. Montgomery and Code Enforcement Officer Brandon English attended a Code Enforcement Meeting at Municipal Court with Judge Gradel and Prosecutor Jackie Beltrun.
18. Chief Cummings met with the new owners and management of the Badger Car Wash.
19. AC Boswell and Animal Shelter Director Kasey Schwartz continued to further the grant-funded Cattery construction.
20. The Animal Shelter hosted a Kids Day Camp.
21. The Animal Shelter hosted a Volunteer Bootcamp.
22. The Animal Shelter hosted a Shelter Party.

# Lampasas Fire Department

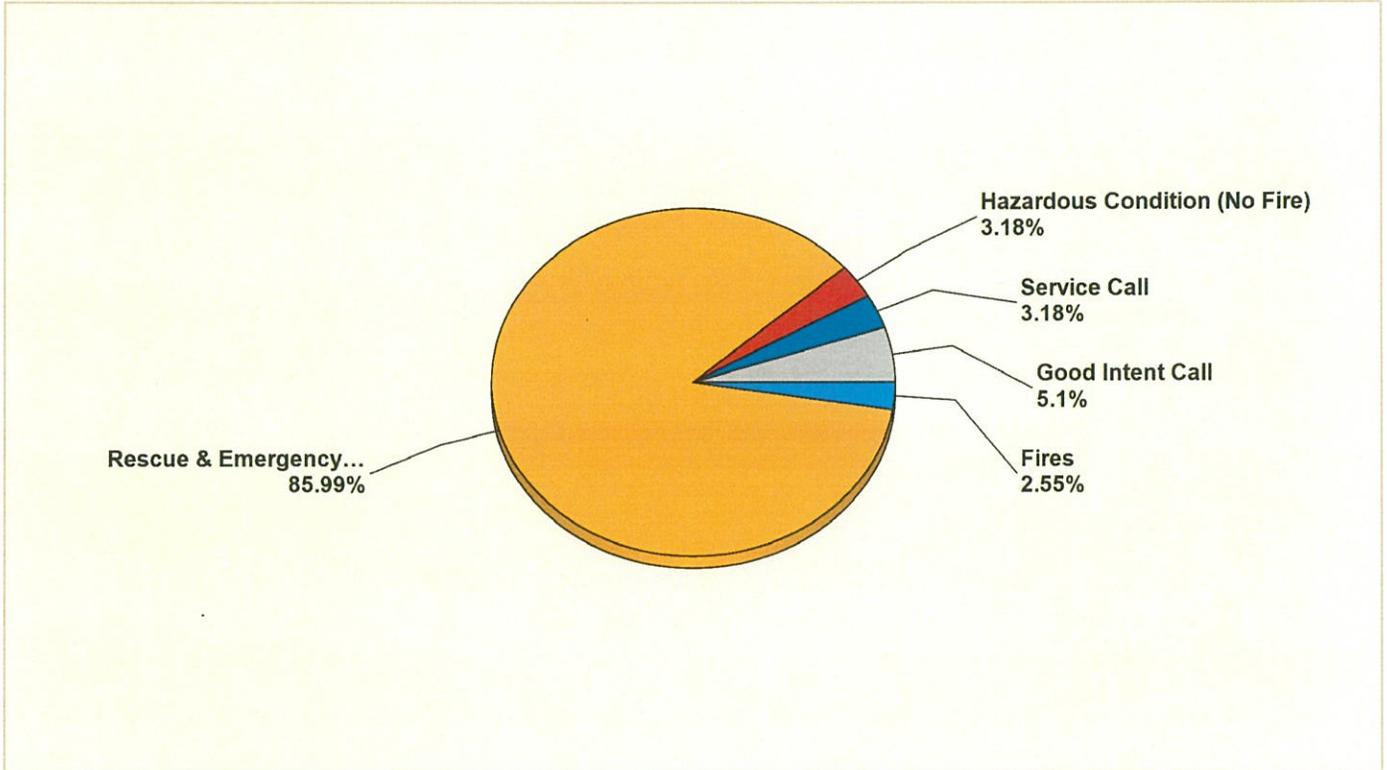
Lampasas, TX

This report was generated on 4/1/2024 11:06:45 AM



## Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 03/01/2024 | End Date: 03/31/2024



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	4	2.55%
Rescue & Emergency Medical Service	135	85.99%
Hazardous Condition (No Fire)	5	3.18%
Service Call	5	3.18%
Good Intent Call	8	5.1%
<b>TOTAL</b>	<b>157</b>	<b>100%</b>

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	0.64%
140 - Natural vegetation fire, other	1	0.64%
150 - Outside rubbish fire, other	1	0.64%
154 - Dumpster or other outside trash receptacle fire	1	0.64%
311 - Medical assist, assist EMS crew	122	77.71%
321 - EMS call, excluding vehicle accident with injury	1	0.64%
322 - Motor vehicle accident with injuries	6	3.82%
324 - Motor vehicle accident with no injuries.	6	3.82%
411 - Gasoline or other flammable liquid spill	1	0.64%
412 - Gas leak (natural gas or LPG)	3	1.91%
445 - Arcing, shorted electrical equipment	1	0.64%
510 - Person in distress, other	1	0.64%
542 - Animal rescue	1	0.64%
551 - Assist police or other governmental agency	1	0.64%
553 - Public service	1	0.64%
554 - Assist invalid	1	0.64%
600 - Good intent call, other	1	0.64%
611 - Dispatched & cancelled en route	5	3.18%
631 - Authorized controlled burning	1	0.64%
671 - HazMat release investigation w/no HazMat	1	0.64%
<b>TOTAL INCIDENTS:</b>	<b>157</b>	<b>100%</b>

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



# Memo

To: Chris Eicher  
From: Steven Knowlton  
Date: April 12, 2024  
Re: Monthly Report – March 2024

## Sports Facilities

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### Brief Monthly Overview – Sports 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
- Cleaned baffles and lubricated SCAG 1 and 2
- Removed reel from turf mower and delivered to United Ag & Turf in Marble Falls

#### Goodrich Tennis Courts

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

#### Gavin Garrett Soccer Complex

- Adjusted bathroom stall doors

#### Turner Complex

- Edged, cut and mowed
- Herbicide two parking lots
- Transported remainder of mulch to 580 Complex
- Removed weeds from the infield
- Mowed Complex
- Nail and Matt dragged, painted foul lines, and chalked the entire Complex (weekly basis)
- Replaced 40 ft of damaged fencing

#### 580 Sports Complex

- Edged, cut and mowed complex on a weekly basis
- Painted soccer field #1
- Applied herbicide parking lots

# Memo



To: Chris Eicher, Parks & Recreation Director  
From: Lupe Charping, Parks Secretary  
Date: April 12, 2024  
Re: Monthly Report – March 2024

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## Parks & Recreation

### **Brief Monthly Overview – Parks & Recreation**

Lupe Charping, Parks Secretary

- Met with Parks, Parks Facilities and Cemetery supervisors to discuss The Solar Eclipse
- Processed all Purchase orders for Parks, Parks Facilities, Cemetery and pools.
- Answered all inquiries regarding Airport, Parks Facilities, Parks, Cemetery and pools
- Attended Directors Meeting representing the Parks Department
- Order supplies for Parks, Cemetery, Parks Facilities and Hanna Pool
- Took reservations for Hancock Pavilion and Campbell Pavilion
- Prepared and posted packet, took minutes for the March 27 Parks Board meeting
- Assisted with various ongoing projects
- Answered all inquiries regarding use of Parks during the Solar Eclipse
- Answered questions regarding use of Airport during the Solar Eclipse
- Followed up with vendors regarding invoices
- Worked closely with Parks, Parks Facilities, Cemetery and Pool supervisors to help meet their needs

# Memo



To: Chris Eicher, Parks and Recreation Director  
From: Jessie Acosta  
Date: April 12, 2024  
RE: Monthly Report-March 2024

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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 daily

## Monthly Activity - Overview

- Remove and paint over Graffiti inside Campbell restrooms
- Edge, cut and mow Brook Park (2x)
- Edge, cut, and mow Campbell Park, Hanna Springs Pool, and Avenue A properties (2x)
- Clean out and block spring flume at Hancock Pool
- Edge, cut and mow Head Start and Senior Center
- Replace wind sock at Airport
- Edge, cut and mow around City Hall complex (2x)
- Apply Herbicide on weeds in all parks properties/parking lots
- Remove and replace black mulch around an oak tree at City Hall
- Use topsoil to fill and level low areas at Senior Center and Hanna Springs Pool
- Edge, cut and mow Library Park (2x)
- Edge, cut and mow four corners
- Edge, cut, and mow the island at HWY 281 and Walnut Street
- Edge, cut and mow Airport property
- Assist Sports Facility crew edge and cut grass at Turner Complex
- Edge, cut and mow Hancock complex
- Edge, cut, and mow Sueann Park and drainage
- Edge, cut, and mow College Street Park, Colored School, and church property
- Assist the IT Department in installing cables for the security system at Hancock Pool
- Edge, cut and mow around Parks Shop
- Rake and level mulch at Brook and Sueann playgrounds; blow off sidewalks & gazebos in all parks- as needed

**Memo**

To: Finley deGraffenried, City Manager  
From: Monica Wright, Director of Information Systems  
Date: Wednesday, April 10, 2024  
Re: March 2024 Monthly Report



Information Systems

**Service Tickets - Social Media - Website Stats**

IT Service Tickets	339
Facebook Followers	8,043
Twitter Followers	768
Instagram Followers	847
Website Page Views	73,323

**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		

**March Projects Completed:**

- Attended Solar Eclipse meetings/Town Hall meetings
- Updated Solar Eclipse content on website
- Meeting with AT&T engineers to discuss IP Block configuration/migration with new 1GB & 500MB dedicated fiber circuits
- Configured firewall for AT&T migration
- AT&T Fiber Circuit (1GB) migration/test/turn-up
- AT&T Fiber Circuit (500MB) migration/test/turn-up
- Assisted Cardinal Tracking on new MobileCite software update/configuration
- Replacement desktop PCs in various departments
- Signed up all first responders for GETS/WPS Program (priority cell/landline service outside network)
- Obtained quote from Nextlink to extend internet from Golf Maintenance Shop to Hancock Pool/execute contract/installed
- Setup/configured Wi-Fi settings at Hancock Pool internet
- Configured/setup security cameras at Hancock Pool
- Obtained quotes/order (2) Pool iPads for Time & Attendance
- Installed firmware updates to PD CradlePoint routers
- Azbell onsite to replace handheld wireless microphone at Calvert Building
- Setup PD CradlePoint Routers as Wi-Fi hotspots for Eclipse
- Installed Golf barcode scanner at Point-of-Sale PC
- Configured/replaced City Managers cell phone
- Ordered photo contest prizes/had Badger Tracks embroidery
- Deployed Mobile Device Management (MDM) Solution on City cell phones
- Deactivated old 500MB AT&T dedicated circuit
- Updated City Diagram on IT Share

**April Projected Projects:**

- Update Solar Eclipse content on website
- Work with Tyler Technologies on Time & Attendance issues
- Quote from Nextlink for internet service at Hanna Springs Pool/Installation
- Quote from Nextlink for internet service at W.M. Brook Park/Installation
- Configure/issue out (2) PD replacement toughbooks
- Configure/issue out (2) Pool iPads for Time & Attendance
- Assist Parks Department with Ipad installation
- Assist pool employees with ExecuTime T&A training
- Install additional security cameras at City locations

- Configure city phones not on MDM
- Order/configure/install AT&T wireless backup CradlePoint device
- Replacement desktop PCs in various departments
- Meeting with AT&T to discuss fiber internet invoice
- 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)*
- Implement Verizon Mobile Device Management Solution *(completed)*
- Nextlink Internet at Parks facilities (WM Brook Park, Campbell Park) *(in progress)*
- Obtain quotes/configure/replace (2) PD Patrol Toughbooks *(in progress)*
- Obtain quotes/configure/replace (14) desktop PCs *(in progress)*
- Order/configure/install AT&T wireless backup CradlePoint device
- 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
- Upgrade to Windows 11 OS on all desktop PCs & Servers with Windows 10 OS
- 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

### **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:**

- Migrate e-merchant solution to Tyler Technologies
- Migrate Incode v.9 to Incode Cloud
- Replace Utility Billing Printronix printer **(EOL)**
- 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
- Adopt future amendments to IT Computer Policy
- Replace (20) security cameras due to EOL
- Improvements/added security to IT Building Server Room
- City Website Re-Design **(FY 24-25)**
- EDC Website Re-Design **(FY 24-25)**

## LAMPASAS PUBLIC LIBRARY

### MARCH 2024

Circulation	We circulated 3,833 items in March, which is down 2.9% from February (3,946). We were closed March 29-30 for Easter.
Door Count	There were 3,453 visitors during March, which is up 15.4% from February (2,991).
Internet Usage	There were 277 Internet sessions in March, down just 1 from February.
Wifi Usage	In March, 102 unique visitors accessed our wifi network. This is down 23.9% from last month. Our total number of visits in March was 294 (down 19.7% from February). (See attached infographics as well.)
Text Interactions	We communicated, via text messages, with 135 unique phone numbers in March, which is up 7.8% from February (129). We sent/received a total of 606 messages, which is up 3.8% from last month.
Video Streaming	We had 6 clicks in the adult collection (down 66.7% from February) and 5 clicks in the kids' collection of videos (down 77.3% from February), for a total of 11 (down 72.5% overall).
March Programs	In March, we had 2 staff story times, How Pinteresting!, Cornelia Key Book Club, STEAM Day, 42 Club, and a teen Glow Party. During Spring Break, we also had three kids' chair painting sessions, a kids' galaxy canvas painting class, and family trivia. We also participated in the Star Party with the Friends of the Night Sky on March 2. We also offered a canvas painting class at Estates of Lampasas and biweekly story times at Heritage Daycare.
Upcoming Programs	In April, we will have a special program with NASA scientist Dr. Nat, a story time, two staff story times, How Pinteresting!, Cornelia Key Book Club, 42 Club, STEAM Day, and the Katherine Mezger Painted Chair Event. We will also offer three opportunities for students (grades 6+) to come relax and "chill" in our Foundation Room during STAAR testing.
Closure	The Library will be closed April 6-8 for the solar eclipse.

# Lampasas Public Library

## March-2024

In March, 102 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



294 ↓ -19.67%

Monthly Sessions



241 ↓ -22.51%

Total Visits



102 ↓ -23.88%

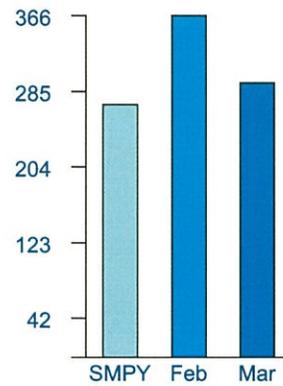
Unique Visitors



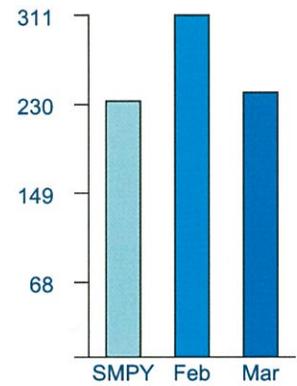
2.36 ↑ 1.72%

Average Return Rate

Total Monthly Session Count

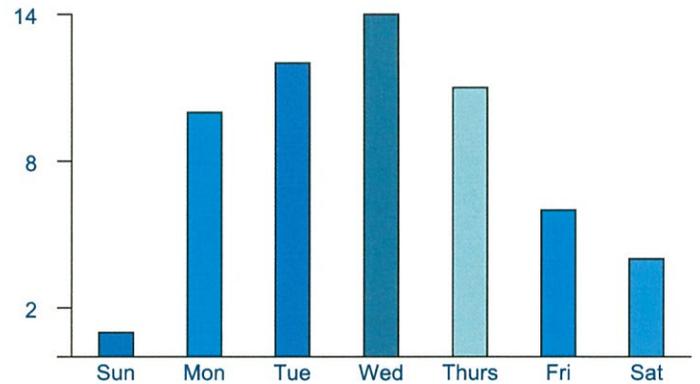


Total Monthly Visits

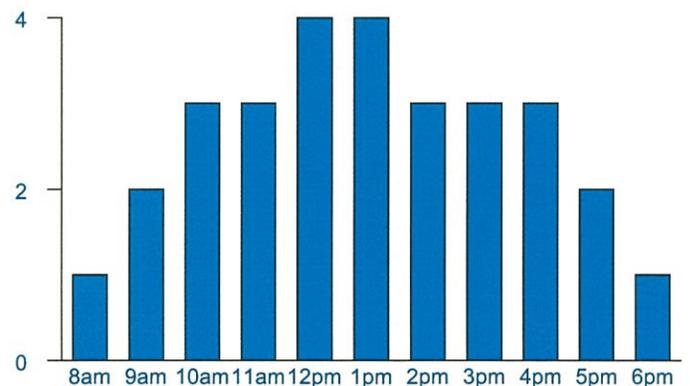


\*SMPY: Same Month Prior Year

Average Daily Visits



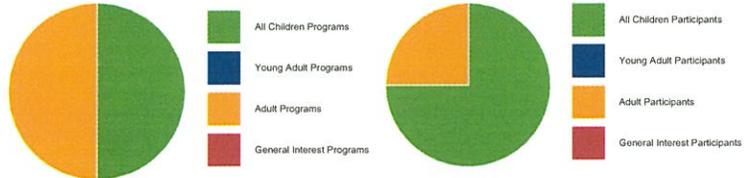
Average Peak Hourly



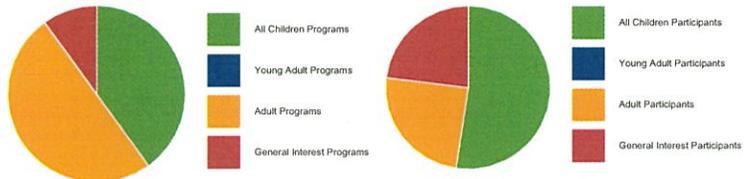
# Lampasas Public Library

## October, 2023 - March, 2024

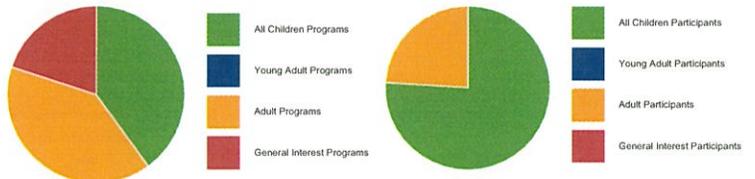
October					
Overview					
All Children Programs	4	50%	All Children Participants	57	75%
Young Adult Programs	0	0%	Young Adult Participants	0	0%
Adult Programs	4	50%	Adult Participants	19	25%
General Interest Programs	0	0%	General Interest Participants	0	0%
Total Programs	8		Total Participants	76	



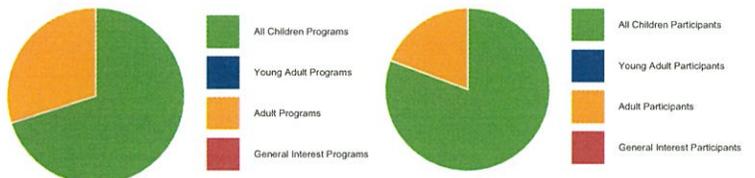
November					
Overview					
All Children Programs	4	40%	All Children Participants	68	52.31%
Young Adult Programs	0	0%	Young Adult Participants	0	0%
Adult Programs	5	50%	Adult Participants	32	24.62%
General Interest Programs	1	10%	General Interest Participants	30	23.08%
Total Programs	10		Total Participants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



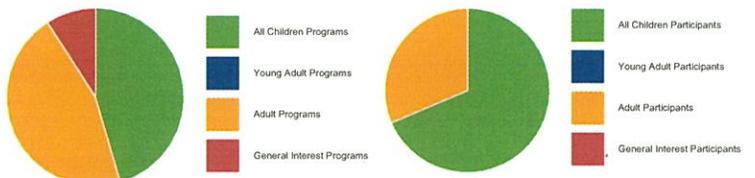
December					
Overview					
All Children Programs	2	40%	All Children Participants	38	76%
Young Adult Programs	0	0%	Young Adult Participants	0	0%
Adult Programs	2	40%	Adult Participants	12	24%
General Interest Programs	1	20%	General Interest Participants	0	0%
Total Programs	5		Total Participants	50	



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	

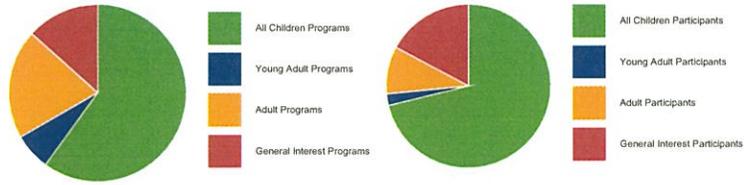


February					
Overview					
All Children Programs	5	45.45%	All Children Participants	109	68.55%
Young Adult Programs	0	0%	Young Adult Participants	0	0%
Adult Programs	5	45.45%	Adult Participants	50	31.45%
General Interest Programs	1	9.09%	General Interest Participants	0	0%
Total Programs	11		Total Participants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

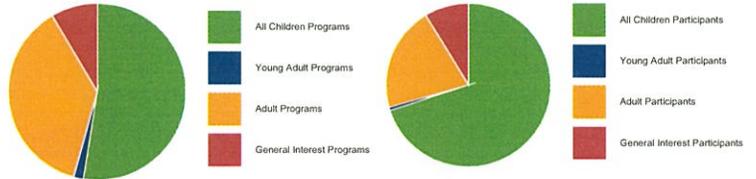


## Lampasas Public Library October, 2023 - March, 2024

March					
Overview					
All Children Programs	9	60%	All Children Participants	158	71.17%
Young Adult Programs	1	6.67%	Young Adult Participants	5	2.25%
Adult Programs	3	20%	Adult Participants	21	9.46%
General Interest Programs	2	13.33%	General Interest Participants	38	17.12%
<b>Total Programs</b>	<b>15</b>		<b>Total Participants</b>	<b>222</b>	



Year in Review					
Overview					
All Children Programs	31	52.54%	All Children Participants	548	69.99%
Young Adult Programs	1	1.69%	Young Adult Participants	5	0.64%
Adult Programs	22	37.29%	Adult Participants	162	20.69%
General Interest Programs	5	8.47%	General Interest Participants	68	8.68%
<b>Total Programs</b>	<b>59</b>		<b>Total Participants</b>	<b>783</b>	



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

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**Subject:**

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

Requested By: Monica Wright, Director of Information Systems

Submitted By: Monica Wright, Director of Information Systems

Date Submitted: April 3, 2024

For the Agenda of: April 8, 2024

**Procurement and Funding Statement:**

N/A

Attachments: March Photo Entries

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**Summary Statement:**

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

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

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

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

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

**Recommendation:**

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

## Entry 1

Loida Stephenson

[Stephenson.loida17@gmail.com](mailto:Stephenson.loida17@gmail.com)

“Spring Has Sprung” was taken at W.M. Brook Park in Lampasas, TX.



## Entry 2

Meghan James

[meghanmariejames@gmail.com](mailto:meghanmariejames@gmail.com)

“Friends” was taken at W.M. Brook Park in Lampasas, TX.



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City Manager

ITEM NO. 7.2

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

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**Subject:**

Discussion and possible action regarding Fire Department staffing changes.

**Requested By:** Finley deGraffenried, City Manager

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

**Date Submitted:** April 11, 2024

**For the Agenda of:** April 22, 2024

**Procurement and Funding Statement:**

N/A

**Attachments:**

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**Summary Statement:**

At the March 25, 2024 City Council Meeting, Mr. Adams and Mr. Davis presented a proposal to amend the existing 3-man staffing model to 4-man staffing model by eliminating the administrative deputy chief position and removing the deputy chief title from the Fire Marshal. By removing those positions, it will free up funds to go towards hiring three additional firefighters. The impact to the annual budget is estimated at \$98,696.00. This item has been placed on the agenda to discuss funding options for additional firefighters and to get Council approval to move forward with new staffing model.

**Recommendation:**

To consider a motion to direct the City Manager to amend the Fire Department staffing structure from a 3-man engine crew to a 4-man engine crew and to authorize the reallocation of expenditures within the General Fund.

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City Manager

ITEM NO. 7.3

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

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**Subject:**

Discussion and possible action regarding the award of bid to ASD Contractors for the rehabilitation of the Hostess House in the amount of \$2,212,950.00

**Requested By:** Finley deGraffenried, City Manager

**Submitted By:** Finley deGraffenried, City Manager

**Date Submitted:** April 10, 2024

**For the Agenda of:** April 22, 2024

**Procurement and Funding Statement:**

The project may be funded through Fund 40 (Hotel Occupancy Tax) and Fund 65 (2022 CO). Current Fund 40 balance \$1,061,566.50, Current Fund 65 balance \$6,757,251.61.

**Attachments:**

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**Summary Statement:**

Council is asked to consider award of bid for the Hostess House rehabilitation to ASD Contractors in the amount of \$2,212,950.00.

**Recommendation:**

To consider a motion to award bid to ASD Contractors for the rehabilitation of the Hostess House in the amount of \$2,212,950.00, ***or in the alternative*** motion to reject all bids for the Hostess House rehabilitation.

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**City Manager**ITEM NO. 7.4

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

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**Subject:**

Discussion and possible action regarding use of 580 Sports Complex for the Annual Lampasas County Area Go Texan BBQ Cook-off and Concert to be held on October 11th-12th, 2024

Requested By: Tina Loeffler, Ambassador

Submitted By: Chris Eicher, Parks Director

Date Submitted: April 11, 2024

For the Agenda of: April 22, 2024

**Procurement and Funding Statement:**

N/A

Attachments: Special Event Package

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**Summary Statement:**

Lampasas County Area Go Texas Organization is asking for use of the 580 Sports Complex to host the Annual Lampasas County Go Texan BBQ Cook-Off and Concert to be held October 11th-12th, 2024. The organization will take care of the preparation and clean up. They have asked for additional trash cans and use of water; however, generators will be used for electricity and port-a-potties will be provided. The event has been approved by the Parks Director and the Police Chief. The Parks Board has been made aware of the event and support this activity. Security for the event has been arranged and an alcohol permit has been issued for those that choose to bring their own beverages. No alcohol will be served.

**Recommendation:**

To consider a motion to approve the use of 580 Sports Complex for the Annual Lampasas County Area Go Texan BBQ Cook-off and Concert to be held on October 11<sup>th</sup>-12<sup>th</sup>, 2024.

**APPLICATION FOR PERMIT FOR POSSESSION AND CONSUMPTION OF ALCOHOLIC BEVERAGES IN A CITY PARK**

Date/Time Application Received from Applicant: \_\_\_\_\_

**GROUP, ASSOCIATION, OR ORGANIZATION INFORMATION**

Name of Organization Lampasas County Area Co. 2nd Phone Number 512 734-1237  
 Address P.O. Box 1965 City Lampasas State TX Zip 76850

**CONTACT PERSON INFORMATION**

Name Jana Pfeffer Position with organization Chairperson  
 Address 5725 N US Hwy 281 City Lampasas State TX Zip 76850  
 Phone Number 512 734-1237

**EVENT INFORMATION**

Type/Purpose of Event LCACT BBQ - Cook Off  
 Location of Event 580 Sports Complex Estimated Number to Attend 500  
 Date(s) of Event Oct 11-12, 2024 Time(s) of Event 8am - 12:00am  
 Alcoholic beverages will be  served and/or  supplied by personal means of those attending.  
 Explain BYOB

For events in which the attendance is estimated to be 25 or more persons, this permit may be conditioned upon employment of off-duty police or other approved security. The Chief of Police or his designee may, upon documented complaint or violation of the law, suspend and confiscate the permit.  
**PERMITS ARE NON-TRANSFERABLE.**

**APPROVAL/DISAPPROVAL**

Date/Time Received: \_\_\_\_\_

J. Cunningham 4.16.24  Approved  Disapproved  
 CHIEF OF POLICE DATE

Off-duty police/other security required  Yes  No  
 Arrangements for security complete  Yes  No

Comments Security is required, but exact arrangements are still be coordinated  
 Date/Time Received: \_\_\_\_\_

\_\_\_\_\_  
 Approved  Disapproved  
 DIRECTOR OF PARKS AND RECREATION DATE

Comments \_\_\_\_\_

Date/Time Received: \_\_\_\_\_

\_\_\_\_\_  
 Approved  Disapproved  
 CITY MANAGER DATE

Comments \_\_\_\_\_



## Special Events Application

Event Information			
Event Name <i>Lampasas County Area Co. &amp; Area Annual BBQ Cook Off</i>		Application Date <i>2/27/2024</i>	
Event Starting Date <i>Oct 11, 2024</i>	Event Starting Time <i>8:00</i>	Event Ending Date <i>Oct 12, 2024</i>	Event Ending Time <i>10:00 pm</i>
Sponsor Information			
Sponsor Name / Group Name			
<i>LCA&amp;T</i>			
Address <i>PO Box 1965</i>		Telephone <i>512 734-1237</i>	
City <i>Lampasas</i>	State <i>TX</i>	Zip <i>76550</i>	
Sponsors Primary Contact <i>Jina Koepfle</i>		Telephone <i>512 734-1237</i>	

EVENT TYPE / DESCRIPTION	
<input type="checkbox"/> Street Closure Event <input type="checkbox"/> Party/Event Registration <input type="checkbox"/> Parade <input type="checkbox"/> Assembly/Outdoor Music at Ruth Eakin Theater <input checked="" type="checkbox"/> Other (describe) <u>Annual BBR Cook Off</u>	
Event Location / Route <u>550 Sports Complex</u>	
Purpose of the Event (Describe event) <u>Fundraising / Community Awareness</u>	
Number expected to attend <u>500 ?</u>	Number of Event Staff <u>15</u>
SPONSOR'S REPRESENTATIVE(S)	
Name <u>Jana Koeffler</u>	Home Phone
Address <u>5725 N US Hwy 281</u>	Work Phone <u>512 556 5444</u>
City / State / Zip <u>Lampasas TX 76550</u>	Cell Phone <u>512 734-1237</u>
Email Address <u>jana.koeffler@sbcglobal.net</u>	Other Phone
Name <u>Rusti Thomas</u>	Home Phone
Address <u>207 E Ave J</u>	Work Phone
City / State / Zip <u>Lampasas TX 76550</u>	Cell Phone <u>512 734-1464</u>
Email Address <u>rusti@yaho.com</u>	Other Phone
SERVICES/EQUIPMENT NEEDED	
My Event will have or need the following: (Check all that apply)	
Traffic Control / Other Equipment	
<input type="checkbox"/> Barricades	<input type="checkbox"/> Traffic Cones
	<input checked="" type="checkbox"/> Police Officers
Tents / Temporary Structures	
Will Tents be used <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	# <u>2</u> Sizes
Will other Temporary Structures be used <input type="checkbox"/> YES <input type="checkbox"/> NO	Describe
Will electricity need to be provided <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	How?
Will water need to be provided <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	How? <u>From work area / well</u>
ALCOHOL	
Alcohol Permit Required <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <small>(Permit required if alcohol consumed or possessed in public park / sports recreational facility)</small>	Date Applied <u>2/27/24</u> # of Officers <u>TBD</u> @ \$ <u>    </u> / hour
Temporary Liquor License Applied for <input type="checkbox"/> YES <input type="checkbox"/> NO	Date Applied
MUSIC	
Starting Time <u>Oct 12 7:00pm</u> Ending Time <u>10:00pm</u>	# of Acts <u>1</u> Music Type <u>Country</u>
# Sound Amplification Equipment to be used <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Maximum Amps Available
OTHER	
Has this event been held before <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	If Yes, when? <u>last year (annual)</u>
I have reviewed the Special Events Requirements and Procedures and accept the responsibilities associated with this event. I have provided a diagram with this application. I request approval of this event.	
<u>Jana Koeffler</u> Signature of Representative	<u>2/27/24</u> Date

## Special Event Requirements and Procedures

1. **Application Submission**
  - a. Permit requests must be submitted at least **45 days** prior to the date of the event.
2. **Special Considerations**
  - a. It shall be unlawful to consume alcoholic beverages without a permit in all areas of the public parks and sports and recreation facilities, including park roads, parking areas and restrooms. The designated playing area of the Hancock Park Golf Course (defined as the portion of the course actually used for the game of golf) shall be excluded from this requirement.
  - b. If the event is being held on leased property, evidence of approval by the landlord or property manager may be required. It is strongly suggested that event sponsors provide evidence of that approval. The City of Lampasas may contact landlords to confirm approval of the event prior to issuing the permit.
3. **Equipment Requests**
  - a. Event organizers are responsible for the pickup and return of all city owned equipment (ie. Cones / barricades) unless other arrangements are authorized by city staff.
  - b. Sponsors may be responsible for replacing equipment that is lost, damaged or destroyed.
  - c. Event sponsors are responsible for equipment set up at the designated time and tear down immediately following the event or as instructed by city staff. Event diagrams must be followed.
4. **Conference Requirement**
  - a. If requested by the Police Chief or designee, the sponsor may be asked to attend a meeting with them or City Council in order to clarify or offer suggestions concerning the proposed event.
5. **During the Event – Sponsors Must**
  - a. Keep fire lanes and streets accessible to emergency vehicles.
  - b. Comply with all applicable laws and ordinances as well as conditions placed upon the event.
  - c. Be present or have a representative who has been designated in this application be present throughout the entire course of the event.
6. **Following the event**
  - a. Event sponsors are responsible for the removal of all trash, litter, garbage and debris from the event area as well as from any public or private property in the vicinity of the event. This clean up must be done at the conclusion of the event.
7. **Permit Revocation**
  - a. Representatives of the city may revoke the special event permit if the event sponsors, staff or attendees violate any state laws or local ordinances, or if the event creates a risk to public safety or level of nuisance such that a breach of peace may occur.
  - b. The permit may also be revoked if the event sponsor and or sponsor designees are impaired to the level that they are unable to control their guests / attendees or provide a continuing safe venue for the event.
  - c. The City will not be responsible for loss of income or expenses incurred by the sponsor if the permit is revoked.

Event Diagram (Use additional pages if needed)

[Empty box for Event Diagram]

APPROVAL						
Officers Scheduled	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	# of Officers <u>TBD</u>	Equipment Scheduled	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
Lieutenant Signature	<u>Chuck Montgomery</u>			Date	<u>04/02/24</u>	
Chief of Police Signature	<u>J. J. [unclear]</u>			Date	<u>4-16-24</u>	
Comments:	[Empty lines for comments]					

  
City ManagerITEM NO. 7.5

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

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**Subject:**

Discuss and consider direction to staff to prepare agreement by and between the Wings of Eagles and the City of Lampasas for use of the New Hope Baptist Church and the Historic Colored School.

**Requested By:** Finley deGraffenried, City Manager

**Submitted By:** Finley deGraffenried, City Manager

**Date Submitted:** April 10, 2024

**For the Agenda of:** April 22, 2024

**Procurement and Funding Statement:**

**Attachments:** Inspection Report

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**Summary Statement:**

This item was discussed during workshop to provide options for the Wings of Eagles Non-Profit to utilize these facilities to host after school programs, homework and/or study groups, fellowship and volunteer planning for community events. Staff will also seek Council direction for preparing a draft Use Agreement for future consideration.

**Recommendation:**

To consider a motion to direct staff to prepare agreement by and between the Wings of Eagles and the City of Lampasas for use of the New Hope Baptist Church and the Historic Colored School.

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**City Manager**ITEM NO. 7.6

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

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**Subject:**

Discussion and possible action to appoint Kristy May to the Library Advisory Board to fill vacancy.

**Requested By:** Becky Sims, City Secretary

**Submitted By:** Becky Sims, City Secretary

**Date Submitted:** April 15, 2024

**For the Agenda of:** April 22, 2024

**Procurement and Funding Statement:**

**Attachments:** application

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**Summary Statement:**

The Library Advisory Board met on April 15, 2024 and approved the recommendation to City Council to appoint Kristy May to fill the vacancy left by Sheryl Hausman.

**Recommendation:**

To consider a motion to appoint Kristy May to the Library Advisory Board to fill vacancy.

## Becky Sims

---

**From:** Becky Sims  
**Sent:** Monday, April 15, 2024 10:47 AM  
**To:** Shanda Subia  
**Subject:** FW: Online Form Submittal: Application for Appointment to a City Board or Commission

Here you go!

---

**From:** noreply@civicplus.com <noreply@civicplus.com>  
**Sent:** Tuesday, March 26, 2024 10:46 PM  
**To:** Becky Sims <bsims@cityoflampasas.com>; Finley deGraffenried <finley@cityoflampasas.com>  
**Subject:** Online Form Submittal: Application for Appointment to a City Board or Commission

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

### Application for Appointment to a City Board or Commission

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Date 3/26/2024

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#### Personal Information

---

First Name Kristy

---

Last Name May

---

Address1 [REDACTED]

---

City Lampasas

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State TX

---

Zip 76550

---

Home Phone Number [REDACTED]

---

Mobile Phone Number [REDACTED]

---

Email Address [kristymay67@gmail.com](mailto:kristymay67@gmail.com)

---

Business Address [REDACTED]

---

Business Phone Number [REDACTED]

Occupation	Retired
Please indicate board/commission/committee preference(s):	Library Advisory Board
<b>Residency Information</b>	
Length of residency in City of Lampasas	3 years
Length of residency of Lampasas County	3 years
Are you a registered voter?	Yes
Voter Registration Number	<i>Field not completed.</i>
Did you vote in the last City Election?	No
<b>Organization Membership Information</b>	
Are you currently serving on other Boards, Commissions, or Committees?	No
If yes, please list current service, including dates.	<i>Field not completed.</i>
Have you served on a Board, Commission, or Committee before?	Yes
If yes, please list past service, including dates.	I served on the Dance Booster Club Board at Cedar Ridge High School in Round Rock for 9 years. I also served on Executive Board at the Fellowship Round Rock Church as the Children's Minister.
Please state why you wish to serve.	I am in a season of life where I have more time to give to this amazing community. I am relatively new to the community so I would enjoy meeting new people while I serve the community.
What are your top three goals and objectives for the City Board, Commission or Committee you are applying for?	<ol style="list-style-type: none"> <li>1. I would discover ways to use the skills I have obtained in teaching and ministry to serve this community through the Library Board.</li> <li>2. With my background and experience with children, I would focus on serving the children of this community in the best way possible by implementing programs at the public library.</li> <li>3. I would carry out this Board position with the utmost integrity through my words and actions.</li> </ol>

Please list any special knowledge or experience applicable to City Board, Commission, or Committee with that you are applying for.

I have a degree in Elementary Education from the University of Texas. I taught for 7 years in the public schools both in Round Rock and Austin ISD.  
I worked as the Children's Ministry Director at the The Fellowship Church Round Rock for 11 years. During this time, I led a Children's Ministry team of 5 as we created curriculum, executed events, and set measurable goals for our ministry each year.  
I also served on the Royalty Dance Team Booster Club Board for 9 consecutive years at Cedar Ridge High School where we supported the team by fundraising and helping with the execution of events for the team.  
I would love to use my experience to benefit the Library Board in Lampasas.

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Please attach resume or additional experience to application

*Field not completed.*

---

Signature of Applicant

---

Do you agree?

Agree

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**City Manager**

ITEM NO. 7.7

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

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**Subject:**

Discussion and possible action to approve the first reading of an Ordinance correcting the verbiage in Ordinance 920 adopted by City Council in December 2000 that abandoned a portion of West Avenue A between Block 1, Lots 9 & 10 and Block 2, Lots 4 & 5 in the Fairview Addition.

**Requested By:** Becky Sims, City Secretary

**Submitted By:** Becky Sims, City Secretary

**Date Submitted:** April 15, 2024

**For the Agenda of:** April 22, 2024

**Procurement and Funding Statement:**

**Attachments:** Ordinance

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**Summary Statement:**

This item was discussed during the Public Hearing.

**Recommendation:**

To consider motion to approve the first reading of an Ordinance to correct the description of the abandoned a portion of West Avenue A between Block 1, Lots 9 & 10 and Block 2, Lots 4 & 5 in the Fairview Addition, that was originally adopted in December 2000.

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City Manager

ITEM NO. 7.8

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

**Subject:**

Discussion and possible action regarding Lampasas Stand-By Generators Engineering Design, by M&S Engineering for the Waste Water Treatment Plant (WWTP), Spring Street Pump Station and the Animal Shelter, in an amount not to exceed \$35,000, to be funded with American Rescue Plan Act (ARPA) Funds.

**Requested By:** Ryan Ward, ACM

**Submitted By:** Ryan Ward, ACM

**Date Submitted:** April 16, 2024

**For the Agenda of:** April 22, 2024

**Procurement and Funding Statement:**

ARPA

**Attachments: Agreement**

**Summary Statement:**

The proposal includes the following services in support of the engineering required for this project:

**Survey**

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

**Electrical Design**

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

**Deliverables**

1. One set of preliminary construction drawings and specifications at 90%; and one set of final sealed construction drawings and specifications upon completion.

**Assumptions**

Our proposal is based on the following:

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

This agreement is for design services only. Staff may seek to engage M&S Engineering Services, at a future date, to assist with Bidding and Construction Phase Support

**Recommendation:**

To consider a motion to approve the Lampasas Stand-By Generators Engineering Design, by M&S Engineering for the Waste Water Treatment Plant (WWTP), Spring Street Pump Station and the Animal Shelter, in an amount not to exceed \$35,000, to be funded with American Rescue Plan Act (ARPA) Funds.

## M&S ENGINEERING, LLC

### AGREEMENT BETWEEN OWNER AND ENGINEER

This Agreement Between Owner and Engineer (the "Agreement"), effective the 15<sup>th</sup> day of April 2024 ("Effective Date") is entered into by and between M&S Engineering, LLC ("Engineer" or "M&S") and City of Lampasas. ("Owner"). M&S and Owner shall collectively be referred to herein as the "Parties."

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

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

#### 1. CONTRACT DOCUMENTS:

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

#### 2. DEFINITIONS:

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

**3. GENERAL AGREEMENT:**

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

**4. OWNER'S RESPONSIBILITIES:**

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

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

**5. INVOICES AND PAYMENTS:**

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

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

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

## 6. TERMINATION:

### A. Termination for Cause

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

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

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

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

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

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

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

**8. INSURANCE:**

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

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

**9. GENERAL CONSIDERATIONS:**

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

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

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

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

**10. GENERAL PROVISIONS:**

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

If to Owner:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to Engineer:

Jason Jones, CFO  
jjones@msengr.com  
\_\_\_\_\_

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

## 11. SUCCESSORS, ASSIGNS, AND BENEFICIARIES:

### A. Successors and Assigns

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

**12. TOTAL AGREEMENT:**

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

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

This Agreement's Effective Date is **April 15, 2024**

Owner:

\_\_\_\_\_  
(name of organization)

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_  
(typed or printed)

Title: \_\_\_\_\_  
(typed or printed)

Engineer:

M&S Engineering

By: 

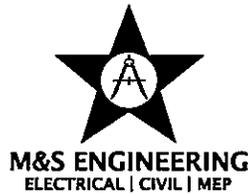
Date: April 15, 2024

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

Title: MEP Division Manager

**Exhibit A**  
**SCOPE OF SERVICES**

**SEE ATTACHED.**



## Exhibit A

Reference: Lampasas Stand-By Generators Engineering Design

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

### Project Description

1. There are 4 site locations located in Lampasas, Texas.
  - 100 Brown Street, WWTP
  - 201 Brown Street, office space
  - 908 Spring Street, WTP/intake
  - 301 College Street, animal shelter
2. The project will consist of providing consulting services for a new emergency power system for each site.
3. The City has provided preliminary electrical information for review and discussion.
4. Funding will be provided by ARPA.

### Scope of Work

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

#### Survey

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

#### Electrical Design

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

### Deliverables



1. One set of preliminary construction drawings and specifications at 90%; and one set of final sealed construction drawings and specifications upon completion.

#### **Assumptions**

Our proposal is based on the following:

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

#### **Pricing**

M&S Engineering will provide the scope of work as described for the Not-to-Exceed amount of **\$35,000.00** without prior written authorization from the City.

#### **Exclusions**

1. M&S Engineering's proposal is exclusive of any federal, county, and city permits required for the project. All submittals of plans for building permits and payment of permits shall be completed by others.
2. Engineering activities will be performed from our facilities in New Braunfels, TX. Local presence throughout the duration of this project will not be required.
3. Subsurface Utility Engineering.
4. Civil Engineering.
5. Construction Phase services (on or off-site).
6. Floodplain development permit and/or elevation certificate.
7. Any service not specifically listed in the above scope of work is excluded from this proposal.
8. Bidding and procurement.
9. Pre-bid meetings, pre-construction meetings, City Council meetings, on-site meetings, etc.
10. Construction inspections and field observations.

[END]



**Exhibit B**  
**RATE SHEET**

A. Standard Hourly Rates:

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

B. Schedule of Hourly Rates:

**SEE ATTACHED.**



**2024 Engineering Rate Schedule**

The following rate schedule is in effect for the 2024 calendar year and will be reviewed annually for appropriate changes as may be required.

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

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

<sup>1</sup> Includes AutoCAD, MicroStation, L-Pile, SAG10 and other common licensed software packages,

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

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

<sup>4</sup> Overtime Rates shall be 1.35 times the base rate.

Updated 1/17/2024



**2024 Reimbursable & Miscellaneous Pricing**

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

**Deliverable/Printing Pricing Schedule**

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

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

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

**Additional Equipment**

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

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

**Travel Reimbursement Rates**

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

Updated 1/3/2023

**Exhibit C**  
**INSURANCE**

- 1) **Commercial General Liability (CGL).**
  - a) CGL with limits of insurance of not less than \$1,000,000 Each Occurrence, \$2,000,000 Products/Completed Operations Aggregate,  
\$1,000,000 Personal & Advertising Injury, \$100,000 Fire Damage Limit (any one fire), \$5,000 Medical Expense (any one person) and \$2,000,000 General Annual Aggregate. If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.
  - b) CGL coverage shall be written on ISO Occurrence form CG 00 01 12 07 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury.
  - c) General Contractor, Owner and all other parties required of the General Contractor, shall be included as insureds on the CGL, using ISO Additional Insured Endorsement CG 20 10 07 04 AND CG 20 37 07 04 or an endorsement providing equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured subcontractor. It shall apply as primary and non-contributory insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured.
  - d) Subcontractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the Work.
  
- 2) **Automobile Liability.**
  - a) Business Auto Liability with limits of at least \$1,000,000 each accident.
  - b) Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
  - c) General Contractor, Owner and all other parties required of the General Contractor, shall be included as insureds on the auto policy.
  
- 3) **Commercial Umbrella.**
  - a) Umbrella limits must be at least \$10,000,000.
  - b) Umbrella coverage must include as insureds all entities that are additional insureds on the CGL.
  - c) Umbrella coverage for such additional insureds shall apply as primary and non-contributory insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the Subcontractor.
  
- 4) **Workers Compensation and Employers Liability.**
  - a) Employers Liability Insurance limits of at least \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee for injury by disease.
  - b) Where applicable, U.S. Longshore and Harbor workers Compensation Act Endorsement shall be attached to the policy.

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