

**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, June 10, 2024  
5:30 p.m. Joint 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, June 10, 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).

**JOINT WORKSHOP SESSION**

- I. Call to order Joint Workshop with the Capital Improvement Program Committee
- II. Discussion regarding FY 2025-2029 CIP Report. *(pgs.5-6)*
- III. Adjourn Joint Workshop Session

**WORKSHOP SESSION**

- 1. Call to order Workshop Session
- 2. Discussion regarding FY 2025 Budget. *(pgs. 7-8)*
- 3. Discussion and presentation from Derrick Berrios, LCHEC. *(pgs.8-9)*
- 4. Discussion and presentation from Keith Sledd, HOTDA. *(pgs.11-12)*
- 5. Discussion and presentation from Jim Lindeman, Hill Country 100 Club. *(pgs. 13-14)*
- 6. Discussion and presentation from Kim Winkler, Hill Country Children’s Advocacy Center. *(pgs. 15-16)*
- 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

PUBLIC HEARINGS/CITIZEN COMMENTS	PAGES
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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 an Ordinance to amend Appendix A “Fee Schedule” Chapter 38 Fire Prevention and Protection, Article I, Mitigation Rates, repealing any inconsistent provisions; providing and establishing an effective date.	17-24

<b>2.0</b>	<b>MINUTES</b>	<b>PAGES</b>
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2.1	Discussion and possible action concerning approval of minutes of the Regular Meeting held on May 28, 2024.	25-30
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<b>3.0</b>	<b>CONSENT AGENDA</b>	<b>PAGES</b>
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3.1	Discussion and possible action regarding purchases and charges in excess of \$4,000 from May 1, 2024-May 31, 2024.	31-36
3.2	Discussion and possible action regarding the April 2024 Investment Report.	37-56
3.3	Discussion and possible action regarding the approval of the second reading of an Ordinance to adopt the updated Water Conservation and Drought Contingency Plan	57-60
3.4	Discussion and possible action regarding the second reading of an Ordinance to adopt the Cooper Spring Nature Park Visitor Guidelines.	61-64

<b>4.0</b>	<b>BOARDS/DEPARTMENT REPORTS</b>	<b>PAGES</b>
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<b>5.0</b>	<b>ROUTINE MATTERS</b>	<b>PAGES</b>
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5.1	CITY MANAGER’S OPERATIONAL REPORT <ul style="list-style-type: none"> <li>• Eclipse</li> <li>• Rodeo Arena</li> <li>• Golf, Cemetery, Rain</li> <li>• Job Fair</li> <li>• STR</li> <li>• Health Insurance</li> <li>• Wayfinding</li> </ul>	65-66
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5.2	<b>MAYOR’S COMMENTS</b>	N/A
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<b>6.0</b>	<b>UNFINISHED BUSINESS</b>	<b>N/A</b>
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<b>7.0</b>	<b>NEW BUSINESS</b>	<b>PAGES</b>
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7.1	Discuss and consider the selection of winner of the website photo contest entry	67-72
7.2	Discussion and acceptance of the FY 2025-2029 CIP Report	73-74
7.3	Discussion and possible action to declare a Lincoln Welder as surplus equipment and allow Staff to dispose of as State Law allows.	75-78
7.4	Discussion and possible action to declare a Gardner-Denver Air Compressor as surplus equipment and allow staff to dispose of as State Law allows.	79-84
7.5	Discussion and possible action regarding the renewal of Services Agreement between the Lampasas Fire Department and Fire Recovery USA, LLC.	85-98

7.6	Discussion and possible action regarding the first reading of an Ordinance to amend Appendix A "Fee Schedule" Chapter 38 Fire Prevention and Protection, Article I, Mitigation Rates, repealing any inconsistent provisions; providing and establishing an effective date	99-100
7.7	Discussion and possible action regarding the selection of contractor for the replacement of the Airport Fuel System at the Lampasas Municipal Airport	101-116

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 551.086 (Relating to the authority of public power utility governing bodies to deliberate regarding competitive matters) – Utilities
8.2	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	Section 551.074 (personnel matters), to deliberate the appointment, employment, evaluation, reassignment, duties of City Secretary; and other personnel matters as allowed by Texas Government Code, Chapter 551
8.4	Adjourn executive session and reconvene Regular Session

<b>REGULAR SESSION</b>
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9.0	ACTION ON EXECUTIVE SESSION
9.1	Discussion and possible action concerning items posted and discussed by Council in Executive Session

Adjourn

I, Becky Sims, City Secretary of the City of Lampasas, Texas, do hereby certify that this Notice of Meeting was posted on the bulletin board/front window of City Hall, 312 East Third Street, Lampasas, Texas, at a place readily accessible to the general public at all times, on the 7 day of June 2024 at 12:25

Becky Sims  
Becky Sims, City Secretary

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City Manager

ITEM NO.        JOINT WORKSHOP

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

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**Subject:**

Joint discussion between City Council and the Capital Improvement Program Committee (CIP) regarding FY 2025-FY 2029 CIP Report

Requested By: Finley deGraffenried, City Manager

Submitted By: Finley deGraffenried, City Manager

Date Submitted: June 6, 2024

For the Agenda of: June 10, 2024

**Procurement and Funding Statement:**

Attachments: CIP Report

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**Summary Statement:**

The Annual Capital Improvement Program Committee Report will be presented to Council under this agenda item. The Report includes Programmed Projects for the FY 2025 to FY 2029 for Public Facilities, Capital Projects, Fleet Forecast and Major Maintenance. The report also includes planning and engineering projects that could result in Capital Projects.

**Recommendation:**

Discussion Only

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City Manager

ITEM NO. WORKSHOP-2

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

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**Subject:**

Discussion regarding FY 2025 Budget

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

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

**Date Submitted:** June 6, 2024

**For the Agenda of:** June 10, 2024

**Procurement and Funding Statement:**

N/A

**Attachments:**

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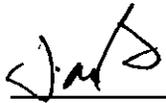
**Summary Statement:**

Staff will provide Council a briefing on status of budget projections in light of agency presentations. The formal roll-out will be presented at the June 24, 2024 meeting, with tentative dates for workshops and departmental presentations.

**Recommendation:**

Discussion Only

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City Manager

ITEM NO. WORKSHOP-3

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

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**Subject:**

Discussion and presentation from Derrick Berrios, Lampasas County Higher Education Center (LCHEC)

Requested By: Derrick Berrios, LCHEC

Submitted By: Becky Sims, City Secretary

Date Submitted: June 6, 2024

For the Agenda of: June 10, 2024

**Procurement and Funding Statement:**

Attachments: N/A

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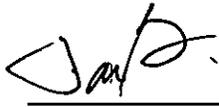
**Summary Statement:**

Derrick Berrios will be present to provide updates to programs and funding for FY24/25

**Recommendation:**

Discussion Only

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City ManagerITEM NO. WORKSHOP-4

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

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**Subject:**

Discussion and presentation from Heart of Texas Defense Alliance (“HOTDA”)

Requested By: Keith Sledd, HOTDA Executive Director

Submitted By: Becky Sims, City Secretary

Date Submitted: June 6, 2024

For the Agenda of: June 10, 2024

**Procurement and Funding Statement:**

N/A

Attachments: Presentation Slides

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**Summary Statement:**

Mr. Keith Sledd, Executive Director, will provide City Council an update on the organization’s activities, and status of Fort Hood Active and Veteran census. The City has been a member of HOTDA since 2004.

**Recommendation:**

Discussion 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 and presentation from the Hill Country 100 Club.

Requested By: Jim Lindeman, HC 100 Club  
Tim Hefley, HC 100 Club

Submitted By: Becky Sims, City Secretary

Date Submitted: June 6, 2024

For the Agenda of: June 10, 2024

**Procurement and Funding Statement:**

Attachments:

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**Summary Statement:**

This item has been placed on the workshop agenda to allow a representative from the Hill Country 100 Club to educate on the purpose and supported activities facilitated by this organization. The City has provided annual financial support to Hill Country 100 Club for the past 8 years.

**Recommendation:**

Discussion only

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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 presentation from Hill Country Children's Advocacy Center

Requested By: Kim Winkler, Executive Director

Submitted By: Becky Sims, City Secretary

Date Submitted: June 6, 2024

For the Agenda of: June 10, 2024

**Procurement and Funding Statement:**

N/A

Attachments:

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**Summary Statement:**

Ms. Winkler will provide City Council an update on the vital work this organization does for the City of Lampasas and how the City's continued support benefits the advocacy center.

**Recommendation:**

Discussion only.

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City Manager

ITEM NO. 1.3

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

**Subject:**

Public hearing to receive citizen comments regarding the first reading of an Ordinance to amend Appendix A "Fee Schedule" Chapter 38 Fire Prevention and Protection, Article I, Mitigation Rates, repealing any inconsistent provisions; providing and establishing an effective date.

Requested By: Joe Adams, Fire Chief  
Tim Davis, Deputy Chief

Submitted By: Joe Adams, Fire Chief  
Tim Davis, Deputy Chief

Date Submitted: June 5, 2024

For the Agenda of: June 10, 2024

**Procurement and Funding Statement:** N/A

Attachments: Ordinance

**Summary Statement:**

This item has been placed on the agenda to consider increased mitigation rates as defined in the Service Agreement with Fire Recovery USA, LLC. While these rates have significantly increased since 2022, these rates are based on actual costs using amortized scheduled for apparatus (including useful life, equipment, repairs and maintenance). Labor rates include an average department burdened labor costs (wages, benefits, retirement etc.) and not just a firefighter's wage.

**Recommendation:**

Discussion Only

<b>Motor Vehicle Rates</b>	
<b>Current Rates</b>	<b>Proposed New Rates</b>
Level 1- \$435.00	Level 1- \$602.00
Level 2- \$495.00	Level 2- \$687.00
Level 3- \$605.00	Level 3 (Car Fire) - \$838.00
<b>Add- On Services</b>	
Extrication \$1,305.00	Extrication \$1,811.00
Creating a Landing Zone \$400.00	Creating a Landing Zone \$553.00
<b>Additional Time on Scene</b>	
Engine \$400.00	Engine \$554.00
Truck \$500.00	Truck \$693.00
Miscellaneous equipment \$300.00	Miscellaneous equipment \$416.00
<b>Hazmat</b>	
Level 1- \$700.00	Level 1- \$972.00
Level 2- \$2,500.00	Level 2- \$3,473.00
Level 3- \$5,900.00	Level 3- \$8,199.00
<b>Fires</b>	
Assignment \$400.00 per hour, per engine/ \$500 per hour, per truck	Assignment \$554.00 per hour, per engine / \$693.00 per hour, per truck
<b>Illegal Fires</b>	
Assignment - \$400.00 per hour, per engine / \$500.00 per hour, per truck	Assignment - \$554.00 per hour, per engine / \$693.00 per hour, per truck
<b>Water Incidents</b>	
Level 1 \$400.00 plus \$50.00 per hour, per rescue person	Level 1 \$554.00 plus \$68.00 per hour, per rescue person
Level 2 \$800.00 plus \$50.00 per hour, per rescue person	Level 2 \$1,100.00 plus \$68.00 per hour, per rescue person
Level 3 \$2,000.00 plus \$50.00 per hour, per rescue person, plus \$100.00 per hour per HAZMAT team member.	Level 3 \$2,747.00 plus \$68.00 per hour, per rescue person, plus \$134.00 per hour per HAZMAT team member.
<b>Back Country or Special Rescue</b>	
Minimum billed \$400.00 for the first response vehicle plus \$50.00 per rescue person. Additional rates of \$400.00 per hour per response vehicle and \$50.00 per hour per rescue person.	Minimum billed \$554.00 for the first response vehicle plus \$68.00 per rescue person. Additional rates of \$554.00 per hour per response vehicle and \$68.00 per hour per rescue person.
<b>Chief Response</b>	
\$250.00 per hour	\$347.00 per hour

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF LAMPASAS, TEXAS  
APPENDIX A "FEE SCHEDULE," FIRE PREVENTION AND PROTECTION,  
ARTICLE 1, ITEMS TO BE BILLED; REPEALING ANY INCONSISTENT  
PROVISIONS; PROVIDING A SAVINGS CLAUSE; AND ESTABLISHING AN  
EFFECTIVE DATE.**

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

WHEREAS, the City of Lampasas is charged with protecting health, safety, and welfare of its residents; and

WHEREAS, the Lampasas Fire Department has requested permission to charge fees for certain services rendered; and

WHEREAS, the City has determined that it is in the best interests of the health, safety and welfare of its citizens to amend Appendix A – Fee Schedule, Chapter 38, Fire Prevention and Protection, Article 1, Items to be Billed, of the Lampasas Code of Ordinances, as it applies to the fees and charges for services rendered.

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

**Part 1:** That Appendix A – Fee Schedule, Chapter 38, Fire Prevention and Protection, Article 1, Items to be Billed, of the Code of Ordinances, City of Lampasas, Texas is hereby amended as follows:

**MITIGATION RATES:**

**MOTOR VEHICLE INCIDENTS**

**Level 1 -**

**\$602.00**

Provide hazardous materials assessment and scene stabilization. This will be the most common "billing level". This occurs almost every time the fire department responds to an accident/incident.

**Level 2 -**

**\$687.00**

Includes Level 1 services as well as clean up and material used (sorbents) for hazardous fluid clean up and disposal. We will bill at this level if the fire department has to clean up any gasoline or other automotive fluids that are spilled as a result of the accident/incident.

**Level 3 — CAR FIRE -**

**\$838.00**

Provide scene safety, fire suppression, breathing air, rescue tools, hand tools, hose, tip use, foam, structure protection, and clean up gasoline or other automotive fluids that are spilled as a result of the accident/incident.

**ADD-ON SERVICES:**

**Extrication -**

**\$1,811.00**

Includes heavy rescue tools, ropes, airbags, cribbing etc. This charge will be added if the fire department has to free/remove anyone from the vehicle(s) using any equipment. We will not bill at this level if the patient is simply unconscious and fire department is able to open the door to access the patient. This level is to be billed only if equipment is deployed.

**Creating a Landing Zone -**

**\$553.00**

Includes Air Care (multi-engine company response, mutual aid, helicopter). We will bill at this level any time a helicopter landing zone is created and/or is utilized to transport the patient(s).

**Itemized Response:** You have the option to bill each incident as an independent event with custom mitigation rates, for each incident using, itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus, per personnel, plus products and equipment used.

**ADDITIONAL TIME ON-SCENE**

Engine	billed at \$554.00 per hour.
Truck	billed at \$693.00 per hour.
Miscellaneous equipment	billed at \$416.00

**HAZMAT**

**Level 1 -**

**\$972.00**

**Basic Response:** Claim will include engine response, first responder assignment, perimeter establishment, evacuations, set-up and command.

**Level2-**

**\$3,473.00**

**Intermediate Response:** Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, set-up and command, Level A or B suit donning, breathing air and detection equipment. Set-up and removal of decon center.

**Level3-**

**\$8,199.00**

**Advanced Response:** Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, first

responder set-up and command, Level A or B suit donning, breathing air and detection equipment and robot deployment. Set-up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene. Includes 3 hours of on scene time - **each additional hour at \$381.00 per HAZMAT team.**

Engine	billed at \$554.00 per hour.
Truck	billed at \$693.00 per hour.
Miscellaneous equipment	billed at \$416

## **FIRES**

**Assignment - \$554.00 per hour, per engine / \$693.00 per hour, per truck**

**Includes:**

- Scene Safety
- Investigation
- Fire / Hazard Control

**This will be the most common "billing level". This occurs almost every time the fire department responds to an incident.**

**OPTIONAL: A fire department has the option to bill each fire as an independent event with custom mitigation rates.**

**Itemized, per person, at various pay levels and for itemized products use.**

## **ILLEGAL FIRES**

**Assignment - \$554.00 per hour, per engine / \$693.00 per hour, per truck**

When a fire is started by any person or persons that requires a fire department response during a time or season when fires are regulated or controlled by local or state rules, provisions or ordinances because of pollution or fire danger concerns, such person or persons will be liable for the fire department response at a cost not to exceed the actual expenses incurred by the fire department to respond and contain the fire. Similarly, if a fire is started where permits are required for such a fire and the permit was not obtained and the fire department is required to respond to contain the fire the responsible party will be liable for the response at a cost not to exceed the actual expenses incurred by the fire department. The actual expenses will include direct labor, equipment costs and any other costs that can be reasonably allocated to the cost of the response.

## **WATER INCIDENTS**

### **Level 1**

**Basic Response:** Claim will include engine response, first responder assignment, perimeter establishment, evacuations, first responder set-up and command, scene safety and investigation

(including possible patient contact, hazard control). This will be the most common "billing level". This occurs almost every time the fire department responds to a water incident.

**Billed at \$554 plus \$68 per hour, per rescue person.**

#### **Level 2**

**Intermediate Response:** Includes Level 1 services as well as clean up and material used (sorbents), minor hazardous clean up and disposal. We will bill at this level if the fire department has to clean up small amounts of gasoline or other fluids that are spilled as a result of the incident.

**Billed at \$1,100 plus \$68 per hour, per rescue person.**

#### **Level 3**

**Advanced Response:** Includes Level 1 and Level 2 services as well as D.A.R.T. activation, donning breathing apparatus and detection equipment. Set up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene.

**Billed at \$2,747 plus \$68 per hour per rescue person, plus \$134 per hour per HAZMAT team member.**

#### **Level 4**

**Itemized Response:** You have the option to bill each incident as an independent event with custom mitigation rates for each incident using itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized, per trained rescue person, plus rescue products used.

### **BACK COUNTRY OR SPECIAL RESCUE**

**Itemized Response:** Each incident will be billed with custom mitigation rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus per hour, per trained rescue person per hour, plus rescue products used.

**Minimum billed \$554 for the first response vehicle plus \$68 per rescue person. Additional rates of \$554 per hour per response vehicle and \$68 per hour per rescue person.**

### **CHIEF RESPONSE**

This includes the set-up of Command, and providing direction of the incident. This could include operations, safety, and administration of the incident.

**Billed at \$347 per hour.**

**MISCELLANEOUS / ADDITIONAL TIME ON-SCENE**

Engine billed at \$554 per hour.  
Truck billed at \$693 per hour.  
Miscellaneous equipment billed at \$416.

**MITIGATION RATE NOTES**

The mitigation rates above are average "billing levels", and are typical for the incident responses listed, however, when a claim is submitted, it will be itemized and based on the actual services provided.

These average mitigation rates were determined by itemizing costs for a typical run (from the time a fire apparatus leaves the station until it returns to the station) and are based on the actual costs, using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance) and labor rates (an average department's "actual personnel expense" and not just a firefighter's basic wage). The actual personnel expense includes costs such as wages, retirement, benefits, workers comp, insurance, etc.

**Part 2:** All ordinances and resolutions, or parts thereof, in conflict with this Ordinance are hereby repealed, and are no longer of any force and effect.

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

**Part 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 the State of Texas.

***PASSED AND APPROVED ON FIRST READING ON THIS 10<sup>TH</sup> DAY OF JUNE 2024.***

***PASSED AND ADOPTED ON THE SECOND READING ON THE 24<sup>TH</sup> DAY OF JUNE 2024.***

APPROVED:

ATTEST:

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

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

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**MINUTES OF REGULAR CALLED MEETING OF THE GOVERNING BODY  
OF THE CITY OF LAMPASAS, TEXAS  
CALVERT MUNICIPAL BUILDING  
CITY COUNCIL CHAMBERS  
302 E THIRD STREET  
Tuesday May 28, 2024  
5:30 pm Workshop Session  
6:00 pm Regular Session**

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

**Council Members Present:**

Chuck Williamson  
Eric Hernandez  
Davis Keele  
Zachary Morris  
Charlie Pratus

**City Staff Present:**

Ryan Ward, ACM  
Becky Sims, City Secretary  
Kayleigh Stanley, Executive Secretary  
Jody Cummings, Police Chief  
Yvonne Moreno, Finance Director  
Joe Adams, Fire Chief  
Shanda Subia, Library Director

**Council Members Absent:**

Cathy Kuehne

**WORKSHOP SESSION**

**1. Call to order Workshop Session**

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

**2. Discussion regarding the draft lease agreement between the County of Lampasas Rodeo and City of Lampasas regarding use of the 580 Sports Complex Rodeo Arena.**

*Mr. Ward began reviewing the draft agreement, he covered Article -1 Leased Premises, Article 2-Term & Article 3 Rent and Consideration*

*Discussion covering the above items in the agreement and open discussion were as follows:*

- *Define Special Events*
- *Modify wording in section 1.2.3-Alcoholic Beverages*
- *Create schedule for public use/fees*
- *Identify how to coordinate events between City Staff, Riding Club, Rodeo Association and Little League*
- *Closing arena when not in use*
- *Practice/Riding Field*
- *Oversee/minimize damage to arena grounds*

*Meeting will be scheduled with all parties to address concerns and finalize details.*

**3. Discussion regarding the updated Water Conservation and Drought Contingency Plan.**

*Ryan Ward, ACM advised that in October 2023, Council approved a professional services agreement with Jones-Heroy & Associates, Inc. to update the water conservation and drought contingency plan for the city in accordance with requirements of the Texas Water Development Board ("TWDB") and rules of the Texas Commission on Environmental Quality. Jones-Heroy has completed a draft of the updated plan.*

*The following areas have been updated:*

- *Definitions*

- Athletic Fields
- Foundation Watering
- Landscape/Potted Plants
- Minor updates to verbiage in Stage 1, Stage 2, Stage 3, Stage 4 & Stage 5 Triggers
- Stage 1 Response-5% reduction in use
- Stage 2 Response-
  - Irrigation of Athletic Fields
  - Foundation Watering
  - Bucket Watering
- Stage 3 Response – Same as above
  - Construction Meters- Dead end lines
- Stage 4 Response
  - Irrigation of Athletic Fields
  - Foundation Watering
- Stage 5- Response
  - Irrigation of Athletic Fields

*Council had no comments regarding draft plan*

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

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

**5. Adjourn Workshop Session**

*The workshop session adjourned at 6:38 p.m.*

<b>REGULAR SESSION</b>
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**ANNOUNCEMENTS**

**A. Call to Order**

*Mayor Pearce called the Regular Session to order at 6:38 p.m.*

**B. Invocation and Pledge of Allegiance**

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

	<b>PUBLIC HEARINGS/CITIZEN COMMENT</b>
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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.
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*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 on</b> 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 regarding the updated Water Conservation and Drought Contingency Plan.
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*Mayor Pearce opened the public hearing for public comment. This item was discussed during workshop. There were no citizen comments.*

1.4	Public hearing to receive citizen comments regarding Cooper Spring Nature Park Visitor Guidelines.
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*Mayor Pearce opened the public hearing for public comment.*

*Becky Sims, City Secretary advised that the board created rules and guidelines for Cooper Spring Nature Park, these will be adopted by Ordinance and Mr. Leavell will discuss.*

*Guidelines while visiting Cooper Spring Nature Park.*

*To help keep Cooper Spring Nature Park a peaceful oasis, to protect plants, wildlife, and to keep oneself and others safe, the board asks that you adhere to the following:*

- *Stay on trails at all times*
- *Pedestrians only (no bicycles, motorized vehicles, or horses)*
- *Do not feed or disturb wildlife*
- *Do not pick flowers or remove plants*
- *No fishing, swimming or wading in creek*
- *Dogs must remain on leash and on trails*
- *Please be respectful and clean up after your pet*
- *Smoking is Prohibited*
- *Alcohol is Prohibited*
- *Drones are Prohibited*
  - *Council was concerned that this may be a hard rule to enforce. Mr. Leavell advised it referred more so to taking off and landing in the park.*
- *Park Hours are 6:00 am to 10:00 pm*

*Mr. Leavell invited Council to tour Cooper Spring Nature Park on Tuesday, June 18, 2024 at 6:00pm.*

*With no additional discussion the public hearing was closed.*

2.0	MINUTES
2.1	Discussion and possible action concerning the approval of minutes of the Regular City Council Meeting held on May 13, 2024

*Council member Williamson moved to approve the minutes as presented, the motion was seconded by Council member Hernandez and with a unanimous vote, the motion carried. (Kuehne absent)*

3.0	CONSENT AGENDA
3.1	Discussion and possible action regarding the second reading of an Ordinance to amend the City of Lampasas Personnel Policy, Section 8.15 Sick Pool Policy.

*Mayor Pro Tem Morris moved to approved the consent agenda as presented, the motion was seconded by Council member Hernandez and with a unanimous vote, the motion carried. (Kuehne absent)*

4.0	BOARDS/DEPARTMENT REPORTS
4.1	<p>Shanda Subia, Library Director presented her annual report</p> <ul style="list-style-type: none"> <li>• 28,326 physical items in the library</li> <li>• 31,038 downloadable items</li> <li>• 40,055 visitors</li> <li>• ± 52,000 items were checked out or renewed</li> <li>• 2,302 items were added to the collection</li> <li>• 859 kids registered for the Dolly Parton Imagination Library</li> <li>• 135 programs offered</li> <li>• 2,904 patrons in attendance at programs</li> <li>• \$1,715 raised at the Katherine Mezger Painted Chair Event</li> <li>• 51,691 minutes read by children and teens during the June Summer Reading Program</li> </ul>

5.0	ROUTINE MATTERS
5.1	City Manager's Operational Report

*Hancock Pool*                      *In addition to last minute staffing this swim season, Chris Eicher is also pleased to report that staff from Texas Highways will include Hancock Pool as part of their 50-year celebration of Texas attractions. The Pool has been featured many times in the magazine, and staff will keep Council informed when the publishing date is determined.*

*Health Insurance*                      *Staff will meet with representatives from Leavitt Group, the City's benefit advisors, on May 30<sup>th</sup> to review the status of the City's 2025 renewal. Typically, the City will begin to assess possible rates for the coming year in May, primarily by review of the claims to premium ratio, in preparation of the FY 2025 budget. Early indications are that claims may exceed premiums, however; our provider will also include future months, which may improve the ratio.*

*CIP*    *The Capital Improvement Committee ("CIP") met in its last regular meeting prior to budget preparation on May 23<sup>rd</sup>. The primary focus of the meeting was to review the Summary Narrative for the FY 2025-2029 Report. The Summary highlights the content of 7 meetings, and the projects the Committee felt garnered some consideration. The Report also acknowledges the role of the Committee and the role of Council in identifying and funding projects. Ultimately, the Committee assists in the recognition of needs, however; it is Council's financial decision regarding project implementation. The CIP Committee looks forward to meeting with Council on June 10<sup>th</sup> to discuss the Report.*

*LEDC*    *The Lampasas Economic Development Corporation ("LEDC") met on May 15<sup>th</sup> for their regular meeting which included discussion and consideration of a submitted Life Safety Grant for a downtown building; review of March and April Financial Statements; acceptance of the FY 2023 Audit; discussion regarding initial steps and priorities related to the FY 2025 budget; and consideration for brokerage services for the Business Park. The Life Safety grant was approved for qualifying expenditures related to Code upgrades on a reimbursement basis for 410 East Third Street. The Board also discussed a meeting date with Council related to budget and other topics, and suggested June 17<sup>th</sup>*

*Budget/Organizations*                      *Staff seeks Council input on the upcoming budget process, particularly regarding Organization funding. Although not every year, generally Council has entertained presentations by the Organizations, not only for funding requests, but also for a report of*

their work. Organizations have included the Heart of Texas Defense Alliance (“HOTDA”), the Lampasas County Water Conservation and Improvement District (“WCID”), the Hill Country 100, among others. Staff has also been preparing preliminary Year-End Projections, and draft FY 2025 budgets for Council consideration as a starting point.

*3<sup>rd</sup> Street Bridge* Ryan reports that utility work is continuing on the East Third Street Bridge replacement project. Currently ATMOS is relocating a natural gas main, by bore, due to conflict with the new structure. In discussion with TxDOT, Ryan believes the project will commence on, or about, January 1<sup>st</sup>. The project will be funded by the State.

*Western Ave Culvert* As previously reported to Council, the drainage culvert/bridge between 1<sup>st</sup> and North on Western Avenue is in need of replacement. Originally discussed with Council as part of the FY 2024 CIP process, with recent heavy rains, the structure has deteriorated further. Engineering for the project is nearing completion, and repairs will likely consist of pre-cast, traffic rated box culverts. Staff may request the project be classified as an emergency to fast track the procurement process.

*Solid Waste RFP* Becky reports that the Request for Proposals (“RFP”) for Solid Waste providers has been prepared, reviewed and published for interested parties. The City’s current trash provider’s contract expires in May 2025, however; due to the lead time required on equipment and materials, Council will be asked to consider awarding the contract in July. The City has based the award requirements on “best value” as provided for in Local Government Code 252.022.

*Developer Meeting* Staff seeks Council input on conducting an additional developers’ meeting. The previous, and initial meeting, was held on March 21<sup>st</sup> with approximately 6 residential and commercial developers in attendance. The vision for the meeting, as expressed generally, by Council member Hernandez, was to align the City’s future infrastructure development with likely growth areas. Additionally, discussion included the importance of in-fill development and mitigation of sub-standard structures. A meeting in June would be approximately 3 months from the previous meeting, and staff is prepared to organize the gathering at Council’s direction.

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 a lease agreement between the County of Lampasas Rodeo Association and City of Lampasas regarding use of the 580 Sports Complex Rodeo Arena
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*There was no action taken on this item.*

7.2	Discussion and possible action regarding the approval of the first reading of an Ordinance to adopt the updated Water Conservation and Drought Contingency Plan.
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*Mayor Pro Tem Morris moved to approved the first reading of an Ordinance to adopt the updated Water Conservation and Drought Contingency Plan, the motion was seconded by Council member Hernandez and with a unanimous vote, the motion carried. (Kuehne absent)*

7.3	Discussion and possible action regarding the first reading of an Ordinance to adopt the Cooper Spring Nature Park Visitor Guidelines
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*Council member Hernandez moved to approve the first reading of an Ordinance to adopt the Cooper Spring Nature Park Visitor Guidelines, the motion was seconded by Council member Keele and with a unanimous vote, the motion carried. (Kuehne absent)*

*Adjourn- Mayor Pro Tem Morris moved to adjourn at 7:00pm, the motion was seconded by Council member Keele and with a unanimous vote, the motion carried. (Kuehne absent)*

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

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

ATTEST

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

  
City Manager

ITEM NO. 3.1

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

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**Subject:**

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

Requested By: Yvonne Moreno, Finance Director

Submitted By: Yvonne Moreno, Finance Director

Date Submitted: June 5, 2024

For the Agenda of: June 10, 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 May 1, 2024 to May 31, 2024.

**Recommendation:**

Motion to approve by consent.

VENDOR SET: 99 CITY OF LAMPASAS  
 BANK: FSB BANCORPSOUTH  
 DATE RANGE: 5/01/2024 THRU 5/31/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
56260	LOWER COLORADO RIVER AUTHORITY							
I-EW710182946125	APRIL LCRA	E	5/20/2024	540,684.67		000126		540,684.67
27050	IRS-PAYROLL TAXES							
I-T1 202405028421	FEDERAL WITHHOLDING	D	5/03/2024	20,903.75		000232		
I-T3 202405028421	FICA TAX	D	5/03/2024	31,152.92		000232		
I-T4 202405028421	MEDICARE TAX	D	5/03/2024	7,285.74		000232		59,342.41
84250	TEXAS MUNICIPAL RETIREMENT SYS							
I-TMR202404018415	RETIREMENT CONTRIBUTIONS	D	5/06/2024	1,017.38		000234		
I-TMR202404048416	RETIREMENT CONTRIBUTIONS	D	5/06/2024	63,124.32		000234		
I-TMR202404188420	RETIREMENT CONTRIBUTIONS	D	5/06/2024	68,278.93		000234		132,420.63
27050	IRS-PAYROLL TAXES							
I-T1 202405178428	FEDERAL WITHHOLDING	D	5/17/2024	20,609.60		000235		
I-T3 202405178428	FICA TAX	D	5/17/2024	31,037.16		000235		
I-T4 202405178428	MEDICARE TAX	D	5/17/2024	7,258.66		000235		58,905.42
27050	IRS-PAYROLL TAXES							
I-T1 202405308429	FEDERAL WITHHOLDING	D	5/31/2024	20,757.61		000236		
I-T3 202405308429	FICA TAX	D	5/31/2024	31,802.74		000236		
I-T4 202405308429	MEDICARE TAX	D	5/31/2024	7,437.62		000236		59,997.97
17865	COLONIAL LIFE & ACCIDENT							
I-AC1202404188420	ACCIDENT INSURANCE	R	5/06/2024	429.57		176451		
I-AC2202405028421	ACCIDENT INSURANCE	R	5/06/2024	429.64		176451		
I-AC3202404188420	ACCIDENT INSURANCE	R	5/06/2024	791.42		176451		
I-AC3202405028421	ACCIDENT INSURANCE	R	5/06/2024	791.42		176451		
I-CN1202404188420	CANCER INSURANCE	R	5/06/2024	292.48		176451		
I-CN2202405028421	CANCER INSURANCE	R	5/06/2024	292.52		176451		
I-HO1202404188420	HOSPITAL INCOME PREMIUM	R	5/06/2024	0.01		176451		
I-HO3202404188420	HOSPITAL INCOME - PRETAX	R	5/06/2024	145.49		176451		
I-HO3202405028421	HOSPITAL INCOME - PRETAX	R	5/06/2024	145.49		176451		
I-LF3202405028421	UNIV/COL LIFE AFTER TAX	R	5/06/2024	373.42		176451		
I-LF7202404188420	NON-PRETAX LIFE INSURANCE	R	5/06/2024	373.47		176451		
I-LF8202404188420	AFTER TAX COLONIAL PRODUCTS	R	5/06/2024	1,450.89		176451		
I-LF8202405028421	AFTER TAX COLONIAL PRODUCTS	R	5/06/2024	1,450.89		176451		
I-LP1202404188420	PRETAX LPSD DISABILITY	R	5/06/2024	0.01		176451		
I-LP3202404188420	LPSD DISABILITY AFTERTAX	R	5/06/2024	44.17		176451		
I-LP3202405028421	LPSD DISABILITY AFTERTAX	R	5/06/2024	44.17		176451		7,055.06
03723	COUNTY OF LAMPASAS RODEO ASSOC							
I-05022024	ANNOUNCER BOOTH RODEO AREAN	R	5/06/2024	45,000.00		176453		45,000.00

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
03376	PRINCIPAL LIFE INSURANCE COMPA							
I-202405038425	PRINCIPAL LIFE INSURANCE COMPA	R	5/06/2024	394.17		176462		
I-DN1202404188420	EMPLOYEE SHARE HEALTH INSUR	R	5/06/2024	761.42		176462		
I-DN1202405028421	EMPLOYEE SHARE HEALTH INSUR	R	5/06/2024	6.05		176462		
I-DN2202405028421	EMPLOYEE SHARE HEALTH INSUR	R	5/06/2024	767.47		176462		
I-GDC202405028421	DENTAL INSURANCE PREMIUM	R	5/06/2024	1,158.84		176462		
I-GDE202405028421	DENTAL INSURANCE PREMIUM	R	5/06/2024	1,116.00		176462		
I-GDF202405028421	DENTAL INSURANCE PREMIUM	R	5/06/2024	1,392.48		176462		
I-GDS202405028421	DENTAL INSURANCE PREMIUM	R	5/06/2024	495.04		176462		
I-GVC202405028421	VISION INSURANCE PREMIUM	R	5/06/2024	171.50		176462		
I-GVE202405028421	VISION INSUR PREMIUM	R	5/06/2024	246.96		176462		
I-GVF202405028421	VISION INSURANCE PREMIUM	R	5/06/2024	243.88		176462		
I-GVS202405028421	VISION INSURANCE PREMIUM	R	5/06/2024	88.01		176462		
I-VS1202404188420	EMPLOYEE SHARE HEALTH PLAN	R	5/06/2024	87.68		176462		
I-VS1202405028421	EMPLOYEE SHARE HEALTH PLAN	R	5/06/2024	2.16		176462		
I-VS2202405028421	EMPLOYEE SHARE HEALTH INSUR	R	5/06/2024	89.84		176462		7,021.50
74775	SCOTT & WHITE HEALTH PLAN							
I-202405038424	SCOTT & WHITE HEALTH PLAN	R	5/06/2024	10,549.68		176478		
I-202405068426	SCOTT & WHITE HEALTH PLAN	R	5/06/2024	80.97		176478		
I-CCC202405028421	HEALTH INSURANCE PREMIUM	R	5/06/2024	11,520.74		176478		
I-CCE202405028421	HEALTH INSURANCE PREMIUM	R	5/06/2024	13,219.00		176478		
I-CCF202405028421	HEALTH INSURANCE PREMIUMS	R	5/06/2024	4,111.36		176478		
I-CCS202405028421	HEALTH INSURANCE PREMIUM	R	5/06/2024	1,837.48		176478		
I-HE1202405028421	HEALTH INSURANCE PREMIUM	R	5/06/2024	5,494.45		176478		
I-HEA202404188420	EMPLOYEE SHARE HEALTH INSURANC	R	5/06/2024	12,450.54		176478		
I-HEA202405028421	EMPLOYEE SHARE HEALTH INSURANC	R	5/06/2024	80.97		176478		
I-HEC202405028421	EMPLOYEE SHARE HEALTH INSURANC	R	5/06/2024	12,531.51		176478		
I-HI1202405028421	CITY HEALTH INSURANCE	R	5/06/2024	16,552.90		176478		
I-HID202405028421	CITY HEALTH INSURANCE	R	5/06/2024	21,103.46		176478		
I-HIE202405028421	EMPLOYEE CITY HEALTH CONTRIB	R	5/06/2024	25,913.10		176478		135,446.16
02976	WASTE CONNECTIONS							
I-3075272V165	COMMERCIAL SOLID WASTE	R	5/06/2024	64,209.95		176480		
I-3075273V165	RESIDENTIAL SOLID WASTE	R	5/06/2024	53,999.12		176480		118,209.07
02344	BRENNTAG SOUTHWEST INC							
I-BSW533402	BLEACH 190 BSW533402	R	5/09/2024	1,332.42		176493		
I-BSW533403	BLEACH 580 BSW533403	R	5/09/2024	1,332.42		176493		
I-BSW541988	BLEACH 190 BWS541988	R	5/09/2024	1,338.79		176493		
I-BSW542993	BLEACH 580 BSW542993	R	5/09/2024	1,338.79		176493		5,342.42
00334	CDW GOVERNMENT LLC							
I-QR78167	CAMERAS/PRINTER	R	5/09/2024	212.43		176496		
I-QR78167*	CAMERAS/PRINTER	R	5/09/2024	619.26		176496		
I-QS34572	CAMERAS/PRINTER	R	5/09/2024	33.15		176496		
I-QS93041	WG DNSWATCHGO	R	5/09/2024	674.82		176496		
I-QV88728	CAMERAS/PRINTER	R	5/09/2024	829.50		176496		
I-QW40747	CAMERAS/PRINTER	R	5/09/2024	1,659.00		176496		4,028.16

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01490	CENCO, INC							
I-INV0686	SUPER ENZYME	R	5/09/2024	4,604.00		176497		4,604.00
01344	CORE & MAIN LP							
I-U162326	3/4 METERS	R	5/09/2024	9,000.00		176501		
I-U603841	10" CHECK VALVE	R	5/09/2024	3,650.00		176501		12,650.00
02860	FUELMAN							
I-NP66324635	FUELMAN	R	5/09/2024	20,701.80		176506		20,701.80
47585	KEMPNER WATER SUPPLY CORP							
I-03312024*	MARCH WATER	R	5/09/2024	75,080.96		176520		75,080.96
52200	LAMPASAS PUBLIC UTILITIES							
I-04302024	APRIL 2024	R	5/09/2024	32,914.76		176542		32,914.76
82300	TECHLINE, INC							
I-135199700	POLE MARKING TAGS	R	5/09/2024	174.00		176580		
I-135199702	POLE MARKING TAGS	R	5/09/2024	271.73		176580		
I-135199703	POLE MARKING TAGS	R	5/09/2024	899.00		176580		
I-135199704	POLE MARKING TAGS	R	5/09/2024	348.00		176580		
I-135385300	TRANSFORMERS	R	5/09/2024	3,507.00		176580		
I-721583100	MATERIAL	R	5/09/2024	530.00		176580		5,729.73
91599	VERIZON WIRELESS							
I-9961862797	TELEPHONE SERVICES	R	5/09/2024	5,713.70		176590		5,713.70
02976	WASTE CONNECTIONS							
I-3064763V165	CITIZENS STATION	R	5/09/2024	1,078.43		176593		
I-3064763V165*	CITIZENS STATION	R	5/09/2024	961.66		176593		
I-3064764V165	RECYCLE CENTER	R	5/09/2024	789.66		176593		
I-3064764V165*	RECYCLE CENTER	R	5/09/2024	391.93		176593		
I-3064806V165	ROLL OFFS	R	5/09/2024	6,996.86		176593		
I-3075294V165	CITIZENS STATION	R	5/09/2024	1,368.05		176593		
I-3075305V165	RECYCLE CENTER	R	5/09/2024	815.71		176593		
I-3075390V165	ROLL OFFS	R	5/09/2024	493.83		176593		12,896.13
03726	DALLAS LITE & BARRICADE, INC							
I-352507	TCP FOR ECLIPSE	R	5/13/2024	6,655.00		176608		6,655.00
01680	ECKERMAN ENGINEERING INC							
I-2297	2ND ST RDWY RECON	R	5/13/2024	8,625.00		176610		
I-2298	WESTERN AVE CULVERT	R	5/13/2024	5,250.00		176610		13,875.00

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
82300	TECHLINE, INC							
I-134900900	LINE MATERIAL	R	5/13/2024	7,770.00		176623		7,770.00
02110	ITRON, INC.							
I-679191	ANNUAL MAINT FCS	R	5/16/2024	4,468.96		176661		4,468.96
02209	JONES-HEROY & ASSOCIATES INC							
I-21369	INCINERATOR PBR	R	5/16/2024	1,140.00		176662		
I-21370	NORTHINGTON CRK EST	R	5/16/2024	240.00		176662		
I-21371	FAIRVIEW DRAINAGE	R	5/16/2024	4,350.00		176662		
I-21372	SPRING ST PUMP UPGRADE	R	5/16/2024	1,080.00		176662		
I-21373	WWTP PERMIT RENEWAL	R	5/16/2024	798.75		176662		
I-21374	WATER CONS & DROUGHT CONT	R	5/16/2024	1,241.25		176662		
I-21375	WATER STUDY	R	5/16/2024	8,250.00		176662		17,100.00
47585	KEMPNER WATER SUPPLY CORP							
I-04302024	DEBT PAYMENTS	R	5/16/2024	19,146.97		176664		19,146.97
02584	SILSBEE FORD INC							
I-01423F	INTERCEPTOR UTILITY AWD	R	5/16/2024	61,980.50		176677		
I-01435F	2023 FORD INTERCEPTOR	R	5/16/2024	61,111.50		176677		123,092.00
03589	T D K OPERATIONS LLC							
I-1229	DRIVE KIT FOR GREENS MOWE	R	5/16/2024	10,535.40		176678		10,535.40
03406	WELLS FARGO FINANCIAL LEASING							
I-5029668287	MOWER LEASE	R	5/16/2024	2,750.00		176680		
I-5029668288	MOWER LEASE	R	5/16/2024	1,470.00		176680		4,220.00
02261	CIVIC PLUS AND ePOWEREDSCHOOLS							
I-294527	SUBSCRIPTION	R	5/23/2024	4,507.65		176722		4,507.65
39440	HILL COUNTRY PUBLISH INC							
I-2249	PROMOTIONAL	R	5/23/2024	575.00		176729		
I-2583	VISITORS GUIDE AD	R	5/23/2024	350.00		176729		
I-52163 12082023	ADS	R	5/23/2024	162.00		176729		
I-52496	ADS	R	5/23/2024	56.25		176729		
I-INV 1148	ADS	R	5/23/2024	470.25		176729		
I-INV 132 INV 243	ADS	R	5/23/2024	1,020.00		176729		
I-INV 134 INV 242	ADS	R	5/23/2024	73.50		176729		
I-INV 244 INV 303	ADS	R	5/23/2024	72.00		176729		
I-INV 2592	ADS	R	5/23/2024	575.00		176729		
I-INV 2605	ADS	R	5/23/2024	142.50		176729		
I-INV 304 INV 387	ADS	R	5/23/2024	76.50		176729		
I-INV 4	ADS	R	5/23/2024	129.60		176729		
I-INV 55 INV 469	ADS	R	5/23/2024	151.20		176729		
I-INV 712	ADS	R	5/23/2024	45.00		176729		
I-INV 713	ADS	R	5/23/2024	36.00		176729		

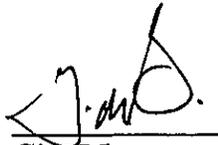
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 DATE RANGE: 5/01/2024 THRU 5/31/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
I-INV 82	ADS	R	5/23/2024	162.75		176729		
I-INV 820 INV 957	ADS	R	5/23/2024	79.50		176729		
I-INV 958	ADS	R	5/23/2024	56.25		176729		4,233.30
02209	JONES-HEROY & ASSOCIATES INC							
I-05082024	WATER STUDY	R	5/23/2024	2,750.00		176734		
I-21600	AFNA CONTRACT	R	5/23/2024	1,320.00		176734		
I-21601	SPRING ST UPGRADE	R	5/23/2024	2,395.05		176734		
I-21602	WWTP PERMIT RENEWAL	R	5/23/2024	1,076.25		176734		
I-21603	WATER CONS & DRT CONTCY	R	5/23/2024	120.00		176734		7,661.30
49350	LAMP CHAMBER OF COMMERCE							
I-05132024	CHAMBER 1Q & 2Q REPORTS	R	5/23/2024	26,753.36		176735		26,753.36
82300	TECHLINE, INC							
I-129150804	METER BASE	R	5/23/2024	3,148.90		176760		
I-134014804	METER BASE	R	5/23/2024	3,015.90		176760		
I-135384900	MATERIAL	R	5/23/2024	6,475.00		176760		
I-135384900*	MATERIAL	R	5/23/2024	160.50		176760		12,800.30

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	29	755,212.69	0.00	755,212.69
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	4	310,666.43	0.00	310,666.43
EFT:	1	540,684.67	0.00	540,684.67
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	1,606,563.79	0.00	1,606,563.79
BANK: FSB	TOTALS:		34	1,606,563.79	0.00	1,606,563.79
REPORT TOTALS:			34	1,606,563.79	0.00	1,606,563.79

  
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 April 2024

Requested By: Yvonne Moreno, Finance Director

Submitted By: Yvonne Moreno, Finance Director

Date Submitted: June 5, 2024

For the Agenda of: June 10, 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 2.05

<u>Place of Investment</u>	<u>Investment Amount</u>	<u>% of Portfolio</u>
TexPool / TexPool Prime	\$8,133,374.74	31.67%
TexStar	\$1,768,405.50	6.89%
Bancorp South	\$12,395,370.01	48.27%
Money Market	\$3,311,742.84	12.90%
Frost Bank	\$72,056.31	0.28 %

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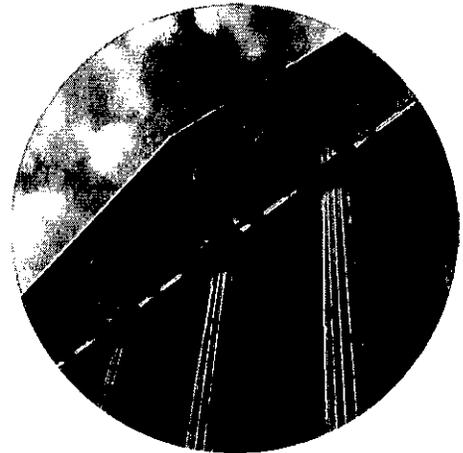
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**Recommendation:** Motion to approve by consent.

City of Lampasas

# Investment Report

As of April 30, 2024



**MEEDER**  
PUBLIC FUNDS

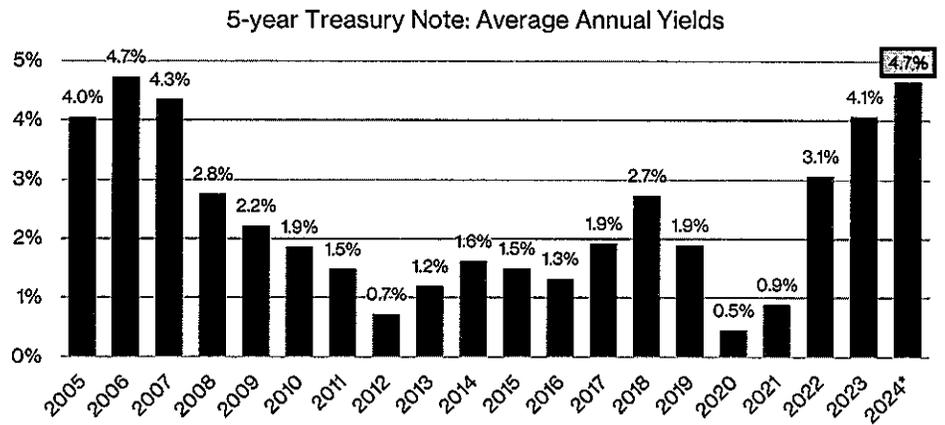
# Economic Overview



- Positive economic growth for the remainder of the year
- The Fed's patience persists regarding rate cuts
- Inflation metrics continue their stickiness
- Geopolitical tensions keep an upside risk to inflation

## Is It a Good Time To Lock In Longer Maturities?

- The 5 Year U.S. Treasury Note's yield is currently near the highest level in the past 20 years as compared to its average annual yields over that period.

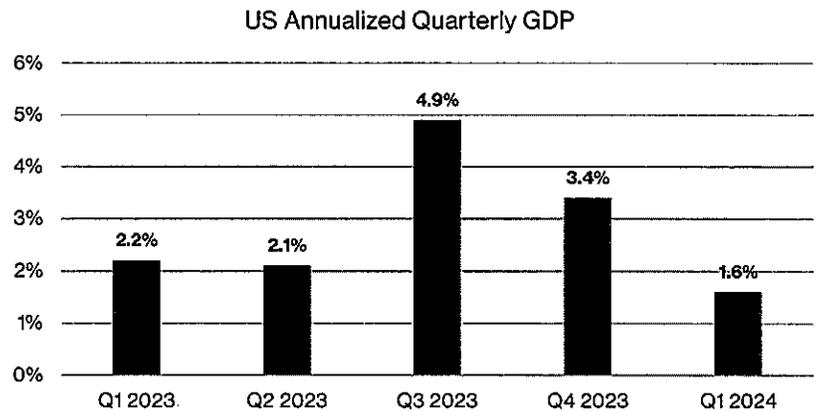


SOURCE: BLOOMBERG, \*2024 IS THE 5YR YIELD AS OF 4/25/24

## U.S. Gross Domestic Product (GDP) Slowed

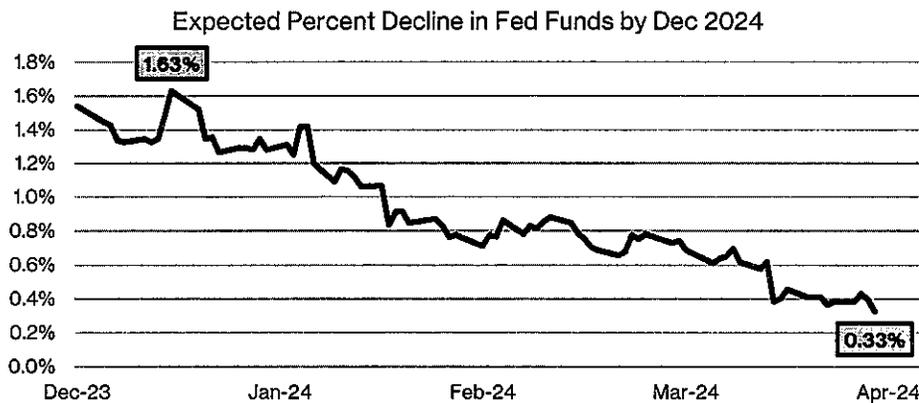


- Economic growth, as measured by GDP, slowed to a 1.6% pace in the first quarter of 2024; well below the 2.5% forecast.
- Recent GDP increases have been well above economists' start-of-the-quarter estimates, with the US economy remaining more robust than many expected.



SOURCE: BLOOMBERG, BUREAU OF ECONOMIC ANALYSIS

## A Patient Federal Reserve Chair Powell



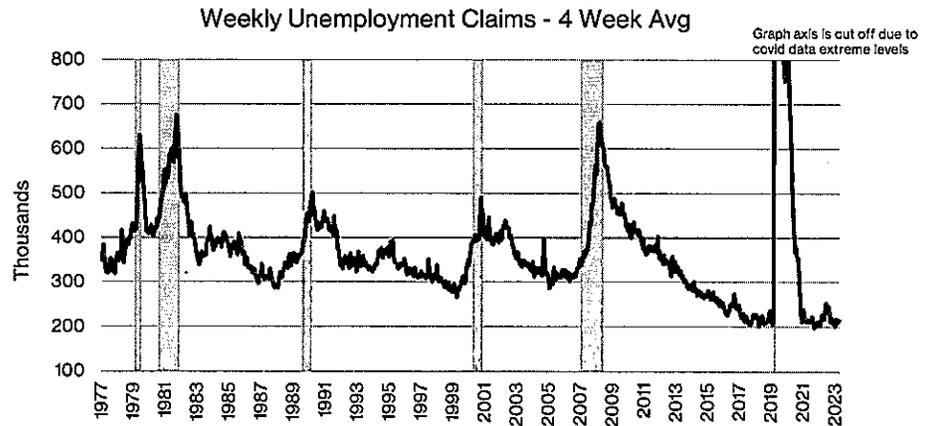
SOURCE: BLOOMBERG, CME AS OF 4/25/24

- At the start of 2024, the Fed Funds futures market was pricing in a 1.63% decline in Fed Funds by the end of 2024.
- Due to sticky inflation, robust employment, and other factors, the futures market is expecting the Fed Funds rate to drop by only .33% by December 2024.

## Labor Market Remains Resilient With Low Unemployment Claims



- Weekly unemployment claims remain near historically low levels.
- The Federal Reserve and many economists were expecting rate hikes to have taken more of a toll on the labor market by now.
- That effect has not materialized.



SOURCE: BLOOMBERG, DEPARTMENT OF LABOR AS OF 4/25/24 (SHADED AREAS MARK RECESSIONS)

### Takeaways

- With interest rates at or near long-term averages, portfolios should benefit from buying longer-dated securities now, as rates are expected to fall once rate cuts begin.
- Although a solid economic backdrop has led yields higher during the first part of 2024, many market participants and the Federal Reserve expect multiple rate cuts over the next year.



## Contents

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Portfolio Overview	6
Portfolio Summary	7
Summary by Type	8
Position Statement	10
Transaction Statement	13
Accrued Interest Schedule	14
Earnings by Fund	16



# Portfolio Overview

SECURITY TYPE	PAR VALUE	MARKET VALUE	BOOK VALUE	% OF PORTFOLIO	DAYSTO MATURITY	YIELD
Bank Deposits	15,779,169.16	15,779,169.16	15,779,169.16	61.44%	1	0.00
LGIP	9,901,780.24	9,901,780.24	9,901,780.24	38.56%	1	5.31
<b>TOTAL</b>	<b>25,680,949.40</b>	<b>25,680,949.40</b>	<b>25,680,949.40</b>	<b>100.00%</b>	<b>1</b>	<b>2.05</b>

**CASH AND ACCRUED INTEREST**

Purchased Accrued Interest		0.00	0.00			
<b>TOTAL CASH AND INVESTMENTS</b>	<b>25,680,949.40</b>	<b>25,680,949.40</b>	<b>25,680,949.40</b>		<b>1</b>	<b>2.05</b>

**TOTAL EARNINGS**

	CURRENT MONTH
Current Year	111,972.02

CITY OF LAMPASAS  
APRIL 30, 2024

### Portfolio Summary

**2.05**

Average Yield

**0.00**

Weighted Average Maturity (Years)

**0.00**

Portfolio Effective Duration (Years)

**0.00**

Weighted Average Life (Years)

**AAA**

Average Credit Rating

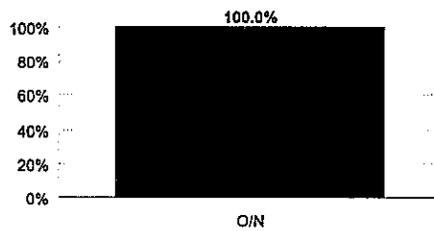


**M E E D E R**  
PUBLIC FUNDS

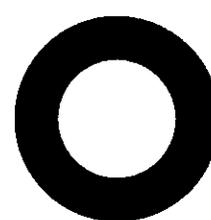
### Portfolio Position

Par Value	\$25,680,949
Principal Cost	\$25,680,949
Book Value	\$25,680,949
Market Value	\$25,680,949
Unrealized Gain/Loss	\$0
Accrued Interest	\$0

### Maturity Distribution



### Sector Allocation



● Bank Deposits	61.44%
● LGIP	38.56%



**Summary by Type**

SECURITY TYPE	# OF SECURITIES	PAR VALUE	BOOK VALUE	% OF PORTFOLIO	YIELD	DAYS TO FINAL MATURITY
<b>CASH</b>						
Bank Deposits	4	13,655,901.45	13,655,901.45	53.18	0.00	1
LGIP	1	8,050,254.18	8,050,254.18	31.35	5.31	1
<b>TOTAL</b>	<b>5</b>	<b>21,706,155.63</b>	<b>21,706,155.63</b>	<b>84.52</b>	<b>1.97</b>	<b>1</b>
<b>CERT OF OBLIGATION 2016</b>						
LGIP	1	83,120.56	83,120.56	0.32	5.48	1
<b>TOTAL</b>	<b>1</b>	<b>83,120.56</b>	<b>83,120.56</b>	<b>0.32</b>	<b>5.48</b>	<b>1</b>
<b>ELECTRIC</b>						
Bank Deposits	2	518,782.09	518,782.09	2.02	0.00	1
LGIP	1	1,768,405.50	1,768,405.50	6.89	5.31	1
<b>TOTAL</b>	<b>3</b>	<b>2,287,187.59</b>	<b>2,287,187.59</b>	<b>8.91</b>	<b>4.10</b>	<b>1</b>
<b>LEDC</b>						
Bank Deposits	2	1,250,194.83	1,250,194.83	4.87	0.00	1
<b>TOTAL</b>	<b>2</b>	<b>1,250,194.83</b>	<b>1,250,194.83</b>	<b>4.87</b>	<b>0.00</b>	<b>1</b>
<b>SEIZURES</b>						
Bank Deposits	2	46,102.32	46,102.32	0.18	0.00	1
<b>TOTAL</b>	<b>2</b>	<b>46,102.32</b>	<b>46,102.32</b>	<b>0.18</b>	<b>0.00</b>	<b>1</b>
<b>TRUST</b>						
Bank Deposits	2	79,422.18	79,422.18	0.31	0.00	1
<b>TOTAL</b>	<b>2</b>	<b>79,422.18</b>	<b>79,422.18</b>	<b>0.31</b>	<b>0.00</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	228,766.29	228,766.29	0.89	0.00	1
<b>TOTAL</b>	<b>2</b>	<b>228,766.29</b>	<b>228,766.29</b>	<b>0.89</b>	<b>0.00</b>	<b>1</b>
<b>GRAND TOTAL</b>	<b>17</b>	<b>25,680,949.40</b>	<b>25,680,949.40</b>	<b>100.00</b>	<b>2.05</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	04/30/2024 04/30/2024	10,310,120.83	10,310,120.83 0.00	10,310,120.83	0.00		1	1.00 10,310,120.83	0.00 10,310,120.83	40.15	NA
700-321-3	Cadence Bank Account	04/30/2024 04/30/2024	240.70	240.70 0.00	240.70	0.00		1	1.00 240.70	0.00 240.70	0.00	NA
700-418-7	Cadence Bank Account	04/30/2024 04/30/2024	33,797.08	33,797.08 0.00	33,797.08	0.00		1	1.00 33,797.08	0.00 33,797.08	0.13	NA
4001579	Lone Star Capital Bank IntraFi Cash Service	04/30/2024 04/30/2024	3,311,742.84	3,311,742.84 0.00	3,311,742.84	0.00		1	1.00 3,311,742.84	0.00 3,311,742.84	12.90	NA
<b>BANK DEPOSITS TOTAL</b>			<b>13,655,901.45</b>	<b>13,655,901.45 0.00</b>	<b>13,655,901.45</b>	<b>0.00</b>		<b>1</b>	<b>1.00 13,655,901.45</b>	<b>0.00 13,655,901.45</b>	<b>53.18</b>	<b>NA</b>
<b>LGIP</b>												
TEXPOOL	TexPool	04/30/2024 04/30/2024	8,050,254.18	8,050,254.18 0.00	8,050,254.18	5.31		1	1.00 8,050,254.18	0.00 8,050,254.18	31.35	AAA
<b>LGIP TOTAL</b>			<b>8,050,254.18</b>	<b>8,050,254.18 0.00</b>	<b>8,050,254.18</b>	<b>5.31</b>		<b>1</b>	<b>1.00 8,050,254.18</b>	<b>0.00 8,050,254.18</b>	<b>31.35</b>	<b>AAA</b>
<b>CASH TOTAL</b>			<b>21,706,155.63</b>	<b>21,706,155.63 0.00</b>	<b>21,706,155.63</b>	<b>1.97</b>		<b>1</b>	<b>1.00 21,706,155.63</b>	<b>0.00 21,706,155.63</b>	<b>84.52</b>	<b>AAA</b>
<b>CERT OF OBLIGATION 2016</b>												
<b>LGIP</b>												
TEXPRIME	TexPoolPrime	04/30/2024 04/30/2024	83,120.56	83,120.56 0.00	83,120.56	5.48		1	1.00 83,120.56	0.00 83,120.56	0.32	AAA
<b>LGIP TOTAL</b>			<b>83,120.56</b>	<b>83,120.56 0.00</b>	<b>83,120.56</b>	<b>5.48</b>		<b>1</b>	<b>1.00 83,120.56</b>	<b>0.00 83,120.56</b>	<b>0.32</b>	<b>AAA</b>
<b>CERT OF OBLIGATION 2016 TOTAL</b>			<b>83,120.56</b>	<b>83,120.56 0.00</b>	<b>83,120.56</b>	<b>5.48</b>		<b>1</b>	<b>1.00 83,120.56</b>	<b>0.00 83,120.56</b>	<b>0.32</b>	<b>AAA</b>
<b>ELECTRIC</b>												
<b>BANK DEPOSITS</b>												
700-067-2	Cadence Bank Account	04/30/2024 04/30/2024	446,725.78	446,725.78 0.00	446,725.78	0.00		1	1.00 446,725.78	0.00 446,725.78	1.74	NA
591732110	Frost Bank Public Fund Checking Account	04/30/2024 04/30/2024	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>									1.00	0.00	2.02	NA
<b>TOTAL</b>			518,782.09	518,782.09 0.00	518,782.09	0.00		1	518,782.09	518,782.09		
<b>LGIP</b>												
TEXSTAR	TexSTAR	04/30/2024 04/30/2024	1,768,405.50	1,768,405.50 0.00	1,768,405.50	5.31		1	1.00 1,768,405.50	0.00 1,768,405.50	6.89	AAA
<b>LGIP TOTAL</b>			1,768,405.50	1,768,405.50 0.00	1,768,405.50	5.31		1	1.00 1,768,405.50	0.00 1,768,405.50	6.89	AAA
<b>ELECTRIC TOTAL</b>			2,287,187.59	2,287,187.59 0.00	2,287,187.59	4.10		1	1.00 2,287,187.59	0.00 2,287,187.59	8.91	AAA

<b>LEDC</b>												
<b>BANK DEPOSITS</b>												
700-236-3	Cadence Bank Account	04/30/2024 04/30/2024	169,671.32	169,671.32 0.00	169,671.32	0.00		1	1.00 169,671.32	0.00 169,671.32	0.66	NA
700-109-2	Cadence Bank Account	04/30/2024 04/30/2024	1,080,523.51	1,080,523.51 0.00	1,080,523.51	0.00		1	1.00 1,080,523.51	0.00 1,080,523.51	4.21	NA
<b>BANK DEPOSITS</b>									1.00	0.00	4.87	NA
<b>TOTAL</b>			1,250,194.83	1,250,194.83 0.00	1,250,194.83	0.00		1	1,250,194.83	1,250,194.83		
<b>LEDC TOTAL</b>			1,250,194.83	1,250,194.83 0.00	1,250,194.83	0.00		1	1,250,194.83	1,250,194.83	4.87	NA

<b>SEIZURES</b>												
<b>BANK DEPOSITS</b>												
700-076-3	Cadence Bank Account	04/30/2024 04/30/2024	46,099.34	46,099.34 0.00	46,099.34	0.00		1	1.00 46,099.34	0.00 46,099.34	0.18	NA
201001999	Cadence Bank Account	04/30/2024 04/30/2024	2.98	2.98 0.00	2.98	0.00		1	1.00 2.98	0.00 2.88	0.00	NA
<b>BANK DEPOSITS</b>									1.00	0.00	0.18	NA
<b>TOTAL</b>			46,102.32	46,102.32 0.00	46,102.32	0.00		1	46,102.32	46,102.32		
<b>SEIZURES TOTAL</b>			46,102.32	46,102.32 0.00	46,102.32	0.00		1	46,102.32	46,102.32	0.18	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	04/30/2024 04/30/2024	32,357.62	32,357.62 0.00	32,357.62	0.00		1	1.00 32,357.62	0.00 32,357.62	0.13	NA
000-634-9	Cadence Bank Account	04/30/2024 04/30/2024	47,064.56	47,064.56 0.00	47,064.56	0.00		1	1.00 47,064.56	0.00 47,064.56	0.18	NA
<b>BANK DEPOSITS TOTAL</b>			<b>79,422.18</b>	<b>79,422.18 0.00</b>	<b>79,422.18</b>	<b>0.00</b>		<b>1</b>	<b>1.00 79,422.18</b>	<b>0.00 79,422.18</b>	<b>0.31</b>	<b>NA</b>
<b>TRUST TOTAL</b>			<b>79,422.18</b>	<b>79,422.18 0.00</b>	<b>79,422.18</b>	<b>0.00</b>		<b>1</b>	<b>1.00 79,422.18</b>	<b>0.00 79,422.18</b>	<b>0.31</b>	<b>NA</b>
<b>WATER</b>												
<b>BANK DEPOSITS</b>												
700-048-2	Cadence Bank Account	04/30/2024 04/30/2024	137.18	137.18 0.00	137.18	0.00		1	1.00 137.18	0.00 137.18	0.00	NA
700-163-9	Cadence Bank Account	04/30/2024 04/30/2024	228,629.11	228,629.11 0.00	228,629.11	0.00		1	1.00 228,629.11	0.00 228,629.11	0.89	NA
<b>BANK DEPOSITS TOTAL</b>			<b>228,766.29</b>	<b>228,766.29 0.00</b>	<b>228,766.29</b>	<b>0.00</b>		<b>1</b>	<b>1.00 228,766.29</b>	<b>0.00 228,766.29</b>	<b>0.89</b>	<b>NA</b>
<b>WATER TOTAL</b>			<b>228,766.29</b>	<b>228,766.29 0.00</b>	<b>228,766.29</b>	<b>0.00</b>		<b>1</b>	<b>1.00 228,766.29</b>	<b>0.00 228,766.29</b>	<b>0.89</b>	<b>NA</b>
<b>GRAND TOTAL</b>			<b>25,680,949.40</b>	<b>25,680,949.40 0.00</b>	<b>25,680,949.40</b>	<b>2.05</b>		<b>1</b>	<b>1.00 25,680,949.40</b>	<b>0.00 25,680,949.40</b>	<b>100.00</b>	<b>AAA</b>

CITY OF LAMPASAS | APRIL 30, 2024



## Transaction Statement

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	04/30/2024	10,310,120.83	10,310,120.83	0.00	0.00	47,091.38	47,091.38	0.00
700-321-3	Cadence Bank Account	04/30/2024	240.70	240.70	0.00	0.00	1.29	1.29	0.00
700-418-7	Cadence Bank Account	04/30/2024	33,797.08	33,797.08	0.00	0.00	155.21	155.21	0.00
4001579	Lone Star Capital Bank IntraFI Cash Service	04/30/2024	3,311,742.84	3,311,742.84	0.00	0.00	13,987.52	13,987.52	0.00
TEXPOOL	TexPool	04/30/2024	8,050,254.18	8,050,254.18	0.00	0.00	35,009.38	35,009.38	0.00
<b>TOTAL</b>			<b>21,706,155.63</b>	<b>21,706,155.63</b>	<b>0.00</b>	<b>0.00</b>	<b>96,244.78</b>	<b>96,244.78</b>	<b>0.00</b>
<b>CERT OF OBLIGATION 2016</b>									
TEXPRIME	TexPool Prime	04/30/2024	83,120.56	83,120.56	0.00	0.00	372.45	372.45	0.00
<b>TOTAL</b>			<b>83,120.56</b>	<b>83,120.56</b>	<b>0.00</b>	<b>0.00</b>	<b>372.45</b>	<b>372.45</b>	<b>0.00</b>
<b>ELECTRIC</b>									
700-067-2	Cadence Bank Account	04/30/2024	446,725.78	446,725.78	0.00	0.00	1,999.25	1,999.25	0.00
591732110	Frost Bank Public Fund Checking Account	04/30/2024	72,056.31	72,056.31	0.00	0.00	0.00	0.00	0.00
TEXSTAR	TexSTAR	04/30/2024	1,768,405.50	1,768,405.50	0.00	0.00	7,678.21	7,678.21	0.00
<b>TOTAL</b>			<b>2,287,187.59</b>	<b>2,287,187.59</b>	<b>0.00</b>	<b>0.00</b>	<b>9,677.46</b>	<b>9,677.46</b>	<b>0.00</b>
<b>LEDC</b>									
700-109-2	Cadence Bank Account	04/30/2024	1,080,523.51	1,080,523.51	0.00	0.00	3,658.19	3,658.19	0.00
700-236-3	Cadence Bank Account	04/30/2024	169,671.32	169,671.32	0.00	0.00	573.82	573.82	0.00
<b>TOTAL</b>			<b>1,250,194.83</b>	<b>1,250,194.83</b>	<b>0.00</b>	<b>0.00</b>	<b>4,232.01</b>	<b>4,232.01</b>	<b>0.00</b>
<b>SEIZURES</b>									
201001999	Cadence Bank Account	04/30/2024	2.98	2.98	0.00	0.00	0.00	0.00	0.00
700-076-3	Cadence Bank Account	04/30/2024	46,099.34	46,099.34	0.00	0.00	211.40	211.40	0.00
<b>TOTAL</b>			<b>46,102.32</b>	<b>46,102.32</b>	<b>0.00</b>	<b>0.00</b>	<b>211.40</b>	<b>211.40</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	04/30/2024	47,064.56	47,064.56	0.00	0.00	211.22	211.22	0.00
000-634-8	Cadence Bank Account	04/30/2024	32,357.62	32,357.62	0.00	0.00	0.00	0.00	0.00
<b>TOTAL</b>			<b>79,422.18</b>	<b>79,422.18</b>	<b>0.00</b>	<b>0.00</b>	<b>211.22</b>	<b>211.22</b>	<b>0.00</b>
<b>WATER</b>									
700-048-2	Cadence Bank Account	04/30/2024	137.18	137.18	0.00	0.00	0.62	0.62	0.00
700-163-9	Cadence Bank Account	04/30/2024	228,629.11	228,629.11	0.00	0.00	1,022.08	1,022.08	0.00
<b>TOTAL</b>			<b>228,766.29</b>	<b>228,766.29</b>	<b>0.00</b>	<b>0.00</b>	<b>1,022.70</b>	<b>1,022.70</b>	<b>0.00</b>
<b>GRAND TOTAL</b>			<b>25,680,949.40</b>	<b>25,680,949.40</b>	<b>0.00</b>	<b>0.00</b>	<b>111,972.02</b>	<b>111,972.02</b>	<b>0.00</b>

**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	NET REALIZED GAIN/LOSS	ADJUSTED INTEREST EARNINGS
<b>CASH</b>											
700-047-4	Cadence Bank Account	10,310,120.83	11,295,360.65	10,310,120.83	04/30/2024	5.25	0.00	47,091.38	0.00	0.00	47,091.38
700-321-3	Cadence Bank Account	240.70	289.41	240.70	04/30/2024	5.25	0.00	1.29	0.00	0.00	1.29
700-418-7	Cadence Bank Account	33,797.08	33,681.63	33,797.08	04/30/2024	5.25	0.00	155.21	0.00	0.00	155.21
4001579	Lone Star Capital Bank IntraFI Cash Service	3,311,742.84	3,267,755.32	3,311,742.84	04/30/2024	3.23	0.00	13,987.52	0.00	0.00	13,987.52
TEXPOOL	TexPool	8,050,254.18	8,015,244.80	8,050,254.18	04/30/2024	0.00	5.31	35,009.38	0.00	0.00	35,009.38
<b>TOTAL</b>		<b>21,706,155.63</b>	<b>22,642,331.61</b>	<b>21,706,155.63</b>		<b>2.99</b>	<b>1.97</b>	<b>96,244.78</b>	<b>0.00</b>	<b>0.00</b>	<b>96,244.78</b>
<b>CERT OF OBLIGATION 2016</b>											
TEXPRIME	TexPool Prime	83,120.56	82,748.11	83,120.56	04/30/2024	0.00	5.48	372.45	0.00	0.00	372.45
<b>TOTAL</b>		<b>83,120.56</b>	<b>82,748.11</b>	<b>83,120.56</b>		<b>0.00</b>	<b>5.48</b>	<b>372.45</b>	<b>0.00</b>	<b>0.00</b>	<b>372.45</b>
<b>ELECTRIC</b>											
700-067-2	Cadence Bank Account	446,725.78	442,426.53	446,725.78	04/30/2024	5.25	0.00	1,999.25	0.00	0.00	1,999.25
591732110	Frost Bank Public Fund Checking Account	72,056.31	72,056.31	72,056.31	04/30/2024	0.00	0.00	0.00	0.00	0.00	0.00
TEXSTAR	TexSTAR	1,768,405.50	1,760,727.29	1,768,405.50	04/30/2024	0.00	5.31	7,678.21	0.00	0.00	7,678.21
<b>TOTAL</b>		<b>2,287,187.59</b>	<b>2,275,210.13</b>	<b>2,287,187.59</b>		<b>1.03</b>	<b>4.10</b>	<b>9,677.46</b>	<b>0.00</b>	<b>0.00</b>	<b>9,677.46</b>
<b>LEDC</b>											
700-108-2	Cadence Bank Account	1,080,523.51	1,078,900.30	1,080,523.51	04/30/2024	3.88	0.00	3,658.19	0.00	0.00	3,658.19
700-236-3	Cadence Bank Account	169,671.32	169,097.50	169,671.32	04/30/2024	3.88	0.00	573.82	0.00	0.00	573.82
<b>TOTAL</b>		<b>1,250,194.83</b>	<b>1,247,997.80</b>	<b>1,250,194.83</b>		<b>3.88</b>	<b>0.00</b>	<b>4,232.01</b>	<b>0.00</b>	<b>0.00</b>	<b>4,232.01</b>
<b>SEIZURES</b>											
201001999	Cadence Bank Account	2.98	2.98	2.98	04/30/2024	0.45	0.00	0.00	0.00	0.00	0.00
700-076-3	Cadence Bank Account	46,099.34	52,910.85	46,099.34	04/30/2024	5.25	0.00	211.40	0.00	0.00	211.40
<b>TOTAL</b>		<b>46,102.32</b>	<b>52,913.83</b>	<b>46,102.32</b>		<b>5.25</b>	<b>0.00</b>	<b>211.40</b>	<b>0.00</b>	<b>0.00</b>	<b>211.40</b>



**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	NET REALIZED GAIN/LOSS	ADJUSTED INTEREST EARNINGS
<b>TRUST</b>											
000-634-8	Cadence Bank Account	32,357.62	32,212.40	32,357.62	04/30/2024	5.25	0.00	0.00	0.00	0.00	0.00
000-634-9	Cadence Bank Account	47,064.56	46,853.34	47,064.56	04/30/2024	5.25	0.00	211.22	0.00	0.00	211.22
<b>TOTAL</b>		<b>79,422.18</b>	<b>79,065.74</b>	<b>79,422.18</b>		<b>5.25</b>	<b>0.00</b>	<b>211.22</b>	<b>0.00</b>	<b>0.00</b>	<b>211.22</b>
<b>WATER</b>											
700-048-2	Cadence Bank Account	137.18	136.56	137.18	04/30/2024	5.25	0.00	0.62	0.00	0.00	0.62
700-163-9	Cadence Bank Account	228,629.11	226,157.03	228,629.11	04/30/2024	5.25	0.00	1,022.08	0.00	0.00	1,022.08
<b>TOTAL</b>		<b>228,766.29</b>	<b>226,293.59</b>	<b>228,766.29</b>		<b>5.25</b>	<b>0.00</b>	<b>1,022.70</b>	<b>0.00</b>	<b>0.00</b>	<b>1,022.70</b>
<b>GRAND TOTAL</b>		<b>25,680,949.40</b>	<b>25,606,561.01</b>	<b>25,680,949.40</b>		<b>2.88</b>	<b>2.05</b>	<b>111,972.02</b>	<b>0.00</b>	<b>0.00</b>	<b>111,972.02</b>

## Disclosure

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City Manager

ITEM NO. 3.3

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

**Subject:**

Discussion and possible action regarding the second reading of an Ordinance to approve the City of Lampasas Water Conservation and Drought Contingency Plan to promote responsible use of water and establishing criteria for the initiation and termination of drought response stages including restrictions and providing for penalties and/or severability and an effective date.

Requested By: Ryan Ward, ACM

Submitted By: Jason Jones, Jones-Heroy & Associates, Inc.

Date Submitted: May 23, 2024

For the Agenda of: June 10, 2024

**Procurement and Funding Statement:**

N/A

**Attachments:** Ordinance

**Summary Statement:**

This is the second reading of an Ordinance

**Recommendation:**

To consider a motion to approve the second reading of an Ordinance to approve the City of Lampasas Water Conservation and Drought Contingency Plan to promote responsible use of water and establishing criteria for the initiation and termination of drought response stages including restrictions and providing for penalties and/or severability and an effective date.

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE ADOPTING A WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN FOR THE CITY OF LAMPASAS TO PROMOTE RESPONSIBLE USE OF WATER AND ESTABLISHING CRITERIA FOR THE INITIATION AND TERMINATION OF DROUGHT RESPONSE STAGES INCLUDING RESTRICTIONS AND PROVIDING FOR PENALTIES AND/OR SEVERABILITY AND AN EFFECTIVE DATE**

**WHEREAS**, the City of Lampasas, Texas (City), recognizes that the amount of water available to its citizens and customers is limited; and

**WHEREAS**, the City recognizes that drought, system failure and other acts of God may occur and that the City cannot guarantee an uninterrupted water supply for all purposes at all times; and

**WHEREAS**, the City desires to conserve water resources and prepare for drought; and

**WHEREAS**, the City desires to comply with Section 11.1271 of the Texas Water Code and applicable rules of the Texas Commission on Environmental Quality which require these plans for all public water supply systems; and

**WHEREAS**, the City desires to comply with the rules of the Texas Water Development Board should it decide to avail itself of various financial assistance programs found in Title 31, Texas Administrative Code Chapter 363; and

**WHEREAS**, pursuant to Chapter 54 of the Local Government Code and in the best interests of its citizens, the City is authorized to adopt Ordinances it deems are necessary and expedient to preserve and conserve its water resources and to prepare for drought;

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

**Part 1. Repealer.** Chapter 82 (Utilities) Article II (Water) Division 3 (Conservation) of the Code of Ordinances is hereby repealed in its entirety.

**Part 2. City Code Amended.** Chapter 82 (Utilities), Article II (Water) Division 3 (Conservation) of the Code of Ordinances is amended as reflected in the updated Water Conservation and Drought Contingency Plan attached hereto.

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

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

**Part 5:** This Ordinance shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City’s Charter, Code of Ordinances, and the laws of the State of Texas.

READ AND APPROVED on First Reading this 28<sup>th</sup> day of May, 2024

READ AND ADOPTED on Second Reading this 10<sup>th</sup> day of June, 2024

ADOPTED:

ATTEST:

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

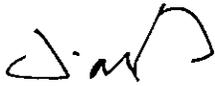
\_\_\_\_\_  
Becky Sims, City Secretary

**APPROVED AS TO FORM:**

Jo-Christy Brown

City Attorney’s Signature of Approval Provided on Separate Page.

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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 Cooper Spring Nature Park signage that outlines preferred visitor guidelines for citizens and patrons.

**Requested By:** Lorna Bernard, Cooper Spring Nature Park Foundation Board  
Neal Leavell, Cooper Spring Nature Park Foundation Board

**Submitted By:** Chris Eicher, Parks Director

**Date Submitted:** May 20, 2024

**For the Agenda of:** June 10, 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 to add Cooper Spring Nature Park rules and visitor guidelines to the City of Lampasas Code of Ordinances.

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAMPASAS, TEXAS  
AMENDING CHAPTER 54, PARKS AND RECREATION, ARTICLE III,  
REGULATIONS, DIVISION 3, PARKS, SEC. 54-174 COOPER SPRING NATURE  
PARK; REPEALING ANY INCONSISTENT PROVISIONS; AND PROVIDING AN  
EFFECTIVE DATE.**

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*WHEREAS*, the City Council of the City of Lampasas recognizes the need to promote safety and encourage community enjoyment for those visiting city parks; such as Cooper Spring Nature Park; and

*WHEREAS*, the City Council has determined a need to amend its Code of Ordinances, as shown herein below, for the safety, health and welfare of the citizens of the community, by creating a list of guidelines to be followed by citizens and patrons who visit Cooper Spring Nature Park to maintain its natural beauty; and

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

**Part 1:** That Chapter 54, Parks and Recreation, Article III, Regulations, Division 3, Parks, Sec 54-174 Cooper Spring Nature Park be added to the Code of Ordinances, City of Lampasas, as listed below:

Guidelines while visiting Cooper Spring Nature Park.

To help keep Cooper Spring Nature Park a peaceful oasis, to protect plants, wildlife, and to keep oneself and others safe, the board asks that you adhere to the following:

- Stay on trails at all times
- Pedestrians only (no bicycles, motorized vehicles, or horses)
- Do not feed or disturb wildlife
- Do not pick flowers or remove plants
- No fishing, swimming or wading in creek
- Dogs must remain on leash and on trails
- Please be respectful and clean up after your pet
- Smoking is Prohibited
- Alcohol is Prohibited
- Drones are Prohibited
- Park Hours are 6:00 am to 10:00 pm

**Part 2:** The Cooper Spring Nature Park Board will install a sign at entrance of the park to adequately notify the public of the restrictions applicable to this Ordinance.

**Part 3:** The City Secretary is hereby authorized and directed to make necessary changes to all records of the City of Lampasas to reflect this addition to the Code of Ordinances.

**Part 4:** All ordinances and resolutions, or parts thereof, in conflict with this Ordinance are hereby repealed, and are no longer of any force and effect.

**Part 5:** If any provision of this Ordinance or application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this Ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this Ordinance are hereby declared to be severable.

**Part 5:** This Ordinance shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City's Charter, Code of Ordinances, and the laws of State of Texas.

**READ AND APPROVED ON THE FIRST READING THIS 28<sup>th</sup> DAY OF MAY 2024.**

**READ AND ADOPTED ON THE SECOND READING THIS 10<sup>TH</sup> DAY OF JUNE 2024.**

APPROVED:

ATTEST:

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

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

APPROVED AS TO FORM:

Jo-Christy Brown, City Attorney  
[Signature of Attorney Provided on Separate Page to be Attached]

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## City of Lampasas

## M E M O

To: Mayor and City Council  
 From: Finley deGraffenried  
 Re: Manager's Report  
 Date: 7 June 2024

- Eclipse** As a follow-up to April's Eclipse event, staff provided Council with a listing of income and expense under separate cover. Although the entries did not provide insight on the indirect costs of over two years of planning; camping income and direct costs of the event indicate the City spent approximately \$70,000.00, including an estimated \$26,150.00 in staff time, more than revenue received. Staff is also anxiously awaiting reports of potential related income in sales tax receipts and hotel occupancy tax to help gauge the economic impact of the event. By all accounts, and based on letters received by attendees previously forwarded to Council, the event was well coordinated with planned contingencies in the event of emergency. As one attendee, and professional emergency manager, wrote, FEMA estimates every dollar spent in preparation can mitigate up to six dollars in recovery.
- Rodeo Arena** Stakeholders, Council representatives and staff participated in a meeting regarding the management of the City's Rodeo Arena on June 4<sup>th</sup> in the Calvert Building. The meeting was held after concerns were raised, primarily about public, non-event use of the Arena, and terms of a possible Agreement with the Lampasas County Rodeo Association. Discussion also included the need to re-coup maintenance and upkeep costs as a means to provide a quality facility, and to attract regional events. Staff will prepare possible amendments to the draft Agreement that would require the Association to develop procedures to allow for scheduled, and perhaps unscheduled, use of the Arena by outside riding clubs or individuals. Representatives from the Association did express a commitment to youth development as a way to continue the legacy of rodeo events and culture.
- Golf, Cemetery, Rain** And also wind. Kris reports that, if it were not for over 25 volunteers during the week of May 23<sup>rd</sup>, the Golf Course would not have been in playable condition for Memorial Day. Due to extensive rainfall, flooding and wind, the Golf course experienced significant downed branches and trees, and left several portions of the Course unplayable. Additionally, and as reported, Golf, Parks, and Cemetery staff also maintain a significant backlog of mowing and maintenance due to one of the wettest May's in recent history. The City has dealt with inconvenienced patrons and continues to get "caught up" through the first part of June.
- Job Fair** Stacey reports a relatively low turn-out for the annual Lampasas Job Fair, sponsored by the City, Chamber of Commerce and Texas Workforce Commission. Approximately 30 job seekers visited with 15 local employers for

information and on-site interviews. Thanks also goes out to Vicki Tower, HR Coordinator, for representing City job opportunities to attendees.

STR

Becky reports that letters will be sent to known or assumed owners of Short Term Rentals (“STR”) in the City. The letter informs the recipient of the requirement to pay qualified City Hotel Occupancy Tax and includes forms to submit with quarterly or monthly payments. Currently staff have identified 10 to 12 units per advertisements that may be within City limits, however; the list of STR’s can change frequently.

Health Insurance

Staff met with the City’s health insurance advisor May 30<sup>th</sup> to review records related to claims in comparison to premiums paid (loss ratio). Unfortunately, cost of health benefits exceeded premiums by approximately 14%; a deficit, and slightly higher than last year’s ratio. In FY 2024 the City was able to cover increases in premiums primarily through adjustment in the plan coverage and network. This year, however; it is likely the City will see a double-digit percent increase in rates. The ratio was also impacted by high-cost prescriptions. Staff and consultants will wait for May’s total claims to include in the 12-month rolling ratio for a hopeful decrease in the deficit.

Wayfinding

As previously reported, Becky will be publishing the Plans and Specifications for the City’s Wayfinding and signage project. The project, identified and initiated as a Comprehensive Plan goal and CIP item will be advertised for proposals for implementation. Based on the estimate of costs, the City’s Plan is to phase the installation in three parts, if approved by Council.

  
City Manager

ITEM NO. 7.1

**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: June 4, 2024

For the Agenda of: June 10, 2024

**Procurement and Funding Statement:**

N/A

Attachments: May 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 May, we received five 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

**Emily Hodges**  
[kehodge04@gmail.com](mailto:kehodge04@gmail.com)

“Beautiful Little Friend” was taken at Cooper Spring Park Nature Park in Lampasas, TX.



## Entry 2

**Rachel Gill**

[rachelkgill@me.com](mailto:rachelkgill@me.com)

“An Evening of Dancing at the Lampasas Courthouse” was taken at the Courthouse in Lampasas, TX.



### Entry 3

Stephanie Fitzharris  
[stephfitzco@icloud.com](mailto:stephfitzco@icloud.com)

“Surfing Campbell Park” was taken at Campbell Park in Lampasas, TX.



## Entry 4

Lisa Carnley

[sahara1960@hitmail.com](mailto:sahara1960@hitmail.com)

“U-8 league champs and championship winners. No losses all season” was taken at Tuner Baseball Complex in Lampasas, TX.



## Entry 5

**Ray Rodriguez**

[Rray1071@gmail.com](mailto:Rray1071@gmail.com)

“Bathing birds and ducks with goose in Lampasas Park” was taken at WM Brook Park in Lampasas, TX.



  
City Manager

ITEM NO. 7.2

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

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**Subject:**

Discussion and acknowledgement of the FY 2025-2029 Capital Improvement Program Committee Report

Requested By: Finley deGraffenried, City Manager

Submitted By: Finley deGraffenried, City Manager

Date Submitted: June 6, 2024

For the Agenda of: June 10, 2024

**Procurement and Funding Statement:**

Attachments:

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**Summary Statement:**

The CIP report was discussed during the Joint Workshop Session with CIP Committee members. At this time Staff is asking Council to consider acknowledgment of the report as presented.

**Recommendation:**

To consider a motion to accept the CIP Report for FY 2025-2029.

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City Manager

ITEM NO. 7.3

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

**Subject:**

Discussion and possible action for Council consideration to declare a Lincoln welder as surplus equipment and allow Staff to dispose of as State Law allows.

Requested By: Van Sims, Water Wastewater Operations Manager

Submitted By: Ryan Ward, Assistant City Manager

Date Submitted: May 21, 2024

For the Agenda of: June 10, 2024

**Procurement and Funding Statement:**

N/A

Attachments: Photos

**Summary Statement:**

The Water Department is asking for Council consideration to declare this piece of equipment as surplus and allow the department to dispose of according to State law by placing on Gov-Deals. The portable welder unit is inoperable, condition unknown, tires will not hold air.

**Recommendation:**

To consider a motion to declare the Lincoln welder as surplus and allow staff to dispose of the as State Law allows.





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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 approval to declare a Gardner-Denver air compressor as surplus equipment and allow staff to dispose of according to State law.

Requested By: Van Sims, Water Wastewater Operations Manager

Submitted By: Ryan Ward, Assistant City Manager

Date Submitted: May 28, 2024

For the Agenda of: June 10, 2024

**Procurement and Funding Statement:**

N/A

Attachments: Photos

**Summary Statement:**

Staff attempted to repair the compressor; it does have a new fuel pump but will not start. Staff is asking Council consideration to declare this item as surplus and allow it to be disposed of as State law allows.

**Recommendation:**

To consider a motion to declare the air compressor as surplus and allow staff to dispose of as State law allows.







D125  
GARDNER-DENVER







  
**City Manager**ITEM NO. 7.5

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

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**Subject:**

Discussion and possible action regarding the renewal of Services Agreement between the Lampasas Fire Department and Fire Recovery USA, LLC

**Requested By:** Joe Adams, Fire Chief  
Tim Davis, Deputy Chief

**Submitted By:** Joe Adams, Fire Chief  
Tim Davis, Deputy Chief

**Date Submitted:** June 5, 2024

**For the Agenda of:** June 10, 2024

**Procurement and Funding Statement:****Attachments:**

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**Summary Statement:**

In 2015, the City of Lampasas Fire Department began using Fire Recovery USA, LLC when Intermedix went out of business. In May of 2022, the City of Lampasas Fire Department decided to end their agreement with Fire Recovery and bill the insured individuals directly. Since that time the Fire Department Staff has decided to engage the services of Fire Recovery USA, LLC and renew their agreement.

**Recommendation:**

To consider a motion to approve the renewal of the Services Agreement between the Lampasas Fire Department and Fire Recovery USA, LLC

## SERVICES AGREEMENT

This Services Agreement ("Agreement") is made effective as of \_\_\_\_\_, 2024 ("Effective Date"), by and between **FIRE RECOVERY USA, LLC**, a California limited liability company ("Company"), and **Lampasas Fire Department**, ("Client"). The Company and Client are referred to herein individually as a "party" and collectively as the "parties."

### RECITALS

WHEREAS, Company engages in the business of performing billing services ("Company Services") for United States Fire Departments in connection with the motor vehicle incidents and other emergency incidents at which the Client provides emergency services; and

WHEREAS, Client seeks the services of Company to assist with the billing for services that Client provides in connection with motor vehicle incidents and other emergency incidents; and

WHEREAS, Company and Client desire to enter into this Agreement to memorialize their agreements regarding the Company Services to be provided to Client.

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Client agree as follows:

### ARTICLE 1 ENGAGEMENT

1.1. Engagement: Client hereby engages Company to provide the Company Services described in Article 4 herein, and Client hereby accepts such engagement, all on the terms and conditions set forth herein. Company will determine the method, detail and means of performing the services detailed below.

### ARTICLE 2 REPRESENTATIONS AND WARRANTIES

2.1. Representations and Warranties of Company: Company hereby represents and warrants to Client that, at all times during the term of this Agreement, Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of California.

2.2. Representations and Warranties of Client: Client hereby represents and warrants to Company that, at all times during the term of this Agreement, Client is, or Governs, or Contracts with an organized fire department established pursuant to the laws and ordinances of the state in which Client is located.

**ARTICLE 3  
COMPANY STATUS AND QUALIFICATIONS**

3.1. Independent Contractor: Company enters into this Agreement, and will remain throughout the term of the Agreement, as an independent contractor. Company agrees that it will not become an employee, partner, agent or principal of Client while this Agreement is in effect.

3.2. Payment of Income Taxes: Company is responsible for paying when due all income taxes, including estimated taxes, incurred as a result of the compensation paid by Client to Company for services rendered under this Agreement. On request, Company will provide Client with proof of timely payment. Company agrees to indemnify Client for any claims, costs, losses, fees, penalties, interest, or damages suffered by Client resulting from Company's failure to comply with this provision.

3.3. Use of Employees or Subcontractors: Company may, at Company's own expense, use any employees or subcontractors as Company deems necessary to perform the services required of Company by this Agreement. Client may not control, direct, or supervise Company's employees or subcontractors in the performance of those services.

3.4. Qualifications: Company represents that it is qualified and has the skills necessary to perform the services under this Agreement in a competent and professional manner, without the advice or direction of Client.

3.5. Ownership Interest: Company will have no ownership interest in Client.

3.6. No Benefit Contributions: Company shall have no obligation under this Agreement to compensate or pay applicable taxes or provide employee benefits of any kind to any person employed or retained by Client.

3.7. Attorney-in-Fact: Client appoints Company as Client's attorney-in-fact for the following purposes:

- (a) Billing and Collections: To bill and collect ("Collections") all revenue earned by and due to Client, in connection with Client's provision of emergency services provided/rendered at the sites of motor vehicle incidents and other emergency incidents, and to receive all Collections on Client's behalf and to sue for and give satisfaction for monies due on account and to withdraw any claims, suits, or proceedings pertaining to or arising out of Company's or Client's right to collect such amounts; and
- (b) Endorsement: To take possession of and endorse in Client's name any notes, checks, money orders, and any other instruments received as Collections.

**ARTICLE 4  
GENERAL RESPONSIBILITIES OF COMPANY**

4.1. Minimum Amount of Service: Company agrees to devote as much time and attention to the performance of the Company Services under this Agreement as may be, in Company's sole discretion, required to accomplish the tasks described herein to accomplish the results for which the Company is responsible under this Agreement.

4.2. Company Services: Company agrees to perform the Company Services as set forth in the "List of Company Services" attached hereto as Schedule "A" and incorporated herein by reference; including those additional services requested by Client and accepted in writing by the Company during the term of this Agreement.

4.3. Non-Exclusive Relationship: Company may represent, perform services for, and contract with as many additional clients, persons, or companies as Company, in Company's sole discretion, sees fit.

4.4. Time and Place of Performing Work: Company may perform the services under this Agreement at any suitable time and location Company chooses.

4.5. Materials and Equipment: Company will supply all materials and equipment required to perform the services under this Agreement.

4.6. Workers' Compensation: Company agrees to provide workers' compensation insurance for Company and Company's employees and agents and agrees to hold harmless and indemnify Client for any and all claims arising out of any injury, disability, or death of any of Company's employees or agents.

4.7. Assignment: Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Company without the prior written consent of Client, which consent shall not be unreasonably withheld.

#### **ARTICLE 5 COMPENSATION OF COMPANY**

5.1. Compensation for Company Services: All Company Services provided pursuant to this Agreement will be provided in accordance with the terms, including compensation amounts and schedule of remittance, set forth in the "List of Company Services," attached hereto as Schedule A.

5.2. The provisions of Article 11 of this Agreement will govern any dispute associated with compensation.

#### **ARTICLE 6 OBLIGATIONS OF CLIENT**

6.1. Cooperation of Client: The Client agrees to comply with all reasonable requests of Company and provide access to all documents reasonably necessary to the performance of Company's duties under this Agreement. The Client shall be responsible for initially insuring, and continuing to review, local and state laws in the Client's jurisdiction to assure adequate legal authority for Company to engage in the Services described herein on behalf of Client.

6.2. Assignment: Once a run is assigned to Company for processing, Company will pursue collection until all efforts have been exhausted. While Company is pursuing payment on a claim Client is precluded from assigning any duties or obligations under this Agreement to any other party, without the written consent of Company. Client may not negotiate a settlement of a run Company is processing without Company's written consent to the terms of the settlement and compensation due to Company for processing the run. Once Company has determined a run is not collectible it will either be archived and closed or sent to a collection agency (only if Client chooses to do so). Sending an account to collection incurs additional fees to Client. If payment is received from a collection agency, the amount received will be posted to Client's account by Company. Company will reimburse Client at the rate set forth in Schedule A, List of Company Services for that particular run, minus any additional fees from the collection agency.

## **ARTICLE 7 CLIENT AUTHORIZATION**

7.1. Authorization: Notwithstanding other provisions of this Agreement, Company shall obtain authorization from Client prior to performing any of the following:

- (a) The sale conveyance, transfer, pledge exchange, assignment, hypothecation, or encumbrance of Client's interest in any sums owed to Client; and
- (b) All other limitations as stated by the terms of this Agreement.

## **ARTICLE 8 TERMINATION OF AGREEMENT**

8.1. Termination on Notice: Notwithstanding any other provision of this Agreement, either party may terminate this Agreement at any time by giving thirty days (30) written notice to the other party. Unless earlier terminated as set forth below, this Agreement shall be effective as of the date first set out above and shall continue for a period of one (1) year thereafter. This Agreement shall automatically renew for successive one (1) year periods, unless either party provides written notification to the other party of its decision not to renew this Agreement. Any runs submitted for processing to Company prior to the date of the notice of termination will continue to be processed under the terms of the List of Company Services set forth in this Agreement.

8.2. Termination on Occurrence of Stated Events: This Agreement will terminate automatically on the occurrence of any of the following events;

- (a) Bankruptcy or insolvency of either party;
- (b) The assignment of this Agreement by either party without the consent of the other party; the parties agree that neither party will unreasonably withhold consent to such an assignment.

8.3. Termination for Default: If either party defaults in the performance of this Agreement or materially breaches any of its provisions, the non-breaching party may terminate this Agreement by giving written notification to the breaching party. Termination will take effect immediately on receipt of notice by the breaching party or five days (5) after mailing of notice, whichever occurs first. For the purposes of this paragraph, material breach of this Agreement includes, but is not limited to, the following:

- (a) Company's failure to complete the services specified in the Description of Services;
- (b) Client's material breach of any representation, warranty or agreement contained in this Agreement;
- (c) Company's material breach of any representation, warranty or agreement contained in this Agreement;
- (d) If the Fire Department does not maintain a minimum of 6 billable runs per year, the Fire Department will be subject to a minimum account service fee of \$250 annually or termination of the account.

## **ARTICLE 9 PROPRIETARY RIGHTS**

9.1. Confidential Information: Any written, printed, graphic, or electronically or magnetically recorded information furnished by Client for Company's use are the sole property of Client. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning the Client's employees, products, services, prices, operations, and subsidiaries. Company will keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with the Client's approval, and only to the extent necessary to perform the services under this Agreement. This prohibition also applies to Company's employees, agents, and subcontractors. On termination of this Agreement, Company will return any confidential information in Company's possession to Client.

9.2. Confidential Information: Any written, printed, graphic, electronically or magnetically recorded information, computer-based hardware, software, applications, software scripts, or software links furnished by Company for Client's use are the sole property of Company. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning the Company's employees, products, services, prices, operations, and subsidiaries. Client will keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with the Company's approval, and only to the extent necessary to perform the services under this Agreement. This prohibition also applies to Client's employees, agents, and subcontractors. On termination of this Agreement, Client will return any confidential information in Client's possession to Company.

## **ARTICLE 10 INDEMNIFICATION**

10.1. Indemnification: To the extent permitted by applicable law, the Company will indemnify and hold the Client harmless from and against any and all loss, damage, liability, claims and/or injury resulting from all negligent actions performed by the Company, or its agents on the Company's behalf, in connection with this Agreement. However, this indemnification shall not apply with respect to any legal cause, action or consequential liability or losses as a result from inaccurate or incomplete information or unfounded or unreasonable submissions furnished to the Company by the Client nor shall it apply to any act, omission or negligence of the Client.

**ARTICLE 11  
GENERAL PROVISIONS**

11.1. Governing Law: This Agreement shall be governed in all respects by the laws of the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction that would cause the application of the laws of any jurisdiction other than the State of California).

11.2. Entire Agreement: This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understanding of the parties.

11.3. Successors and Assigns: Except as otherwise provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto. No party may assign any of its rights or obligations hereunder without the express written consent of the other party hereto, which consent may not be unreasonably withheld; provided, however, any party may assign any and all of its rights and interests hereunder to one or more of its affiliates and designate one or more of its affiliates to perform its obligations hereunder; provided, however, that such party remains liable for full and total performance of its obligations hereunder.

11.4. Notices: Any notices authorized to be given hereunder shall be in writing and deemed given, if delivered personally or by overnight courier, on the date of delivery, if a Business Day, or if not a business day, on the first Business Day following delivery, or if mailed, three days after mailing by registered or certified mail, return receipt requested, and in each case, addressed, as follows:

If to the Company to:

Fire Recovery USA, LLC  
2271 Lava Ridge Court, Suite 120  
Roseville CA 95661  
Attention: Craig Nagler

with a copy to:

The Watkins Firm, APC  
9915 Mira Mesa Boulevard, Suite 130  
San Diego, CA 92131  
Attention: Chris Popov, Esq.

If to Client to:

Lampasas Fire Department  
1107 East 4th Street  
Lampasas, TX 76550

with a copy to:

City Manager  
312 E. Third Street  
Lampasas, TX 76550

Or, if delivered by telecopy, on a Business Day before 4:00 PM local time of addressee, on transmission confirmed electronically, or if at any other time or day on the first Business Day succeeding transmission confirmed electronically, to the facsimile numbers provided above, or to such other address or telecopy number as any party shall specify to the other, pursuant to the foregoing notice provisions. When used in this Agreement, the term "Business Day" shall mean a day other than a Saturday, Sunday or a Federal Holiday.

11.5. Waiver; Amendments: This Agreement sets forth the entire agreement of the parties respecting the subject matter hereof, (ii) supersede any prior and contemporaneous understandings, agreements, or representations by or among the parties, written or oral, to the extent they related in any way to the subject matter hereof, and (iii) may not be amended orally, and no right or obligation of any party may be altered, except as expressly set forth in a writing signed by such party.

11.6. Counterparts: This Agreement may be signed in several counterparts.

11.7. Expenses: Each party shall bear its own expenses incurred with respect to the preparation of this Agreement and the consummation of the transactions contemplated hereby.

11.8. Arbitration:

(a) If at any time there shall be a dispute arising out of or relating to any provision of this Agreement, any Transaction Document or any agreement contemplated hereby or thereby, such dispute shall be submitted for binding and final determination by arbitration in accordance with the regulations then obtaining of the American Arbitration Association. Judgment upon the award rendered by the arbitrator(s) resulting from such arbitration shall be in writing, and shall be final and binding upon all involved parties. The site of any arbitration shall be at a site agreed to by the parties and the arbitration decision can be enforced in a "court of competent jurisdiction".

(b) This arbitration clause shall survive the termination of this Agreement, any Transaction Document and any agreement contemplated hereby or thereby.

11.9. Waiver of Jury Trial; Exemplary Damages: THE PARTIES HERETO HEREBY WAIVE THEIR RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY DISPUTE ARISING UNDER THIS AGREEMENT OR ANY TRANSACTION DOCUMENT. NO PARTY SHALL BE AWARDED PUNITIVE OR OTHER EXEMPLARY DAMAGES RESPECTING ANY DISPUTE ARISING UNDER THIS AGREEMENT OR ANY TRANSACTION DOCUMENT CONTEMPLATED HEREBY.

11.10 Cooperative Purchases: This Agreement may be used by other government agencies. Company has agreed to offer similar serves to other agencies under the same or similar terms and conditions as stated herein except that the revenue share percentage (Compensation) may be negotiated between the Company and other agencies based on the specific revenue expectations, agency reimbursed costs, and other agency requirements. The City/County/or Client/Protection District will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchase by other agencies.

*Signatures on following page:*

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

**COMPANY:**

**FIRE RECOVERY USA, LLC.**  
**a California limited liability company**

Signature: \_\_\_\_\_

Name: M. Craig Nagler

Title: Manager

**CLIENT:**

**Lampasas Fire Department**

Signature: \_\_\_\_\_

Name (printed): \_\_\_\_\_

Title: \_\_\_\_\_

## SCHEDULE A

### LIST OF COMPANY SERVICES

1. Company agrees to bill the responsible party on the Client's behalf for services provided/rendered during motor vehicle incidents and other emergency incidents. The Mitigation Rates lists in Exhibit A will increase annually based on the annual percentage increase in the Consumer Price Index (CPI), as developed by the Bureau of Labor Statistics of the U.S. Department of Labor. Rate adjustments will occur to keep the fire department's cost recovery program in conformity with increasing operating expenses.
2. Company will provide, as a normal matter of business; entry of claims and submission to the responsible party, collections of monies deemed due to the Client, payments of the agreed upon percentage of said monies to Client, and reporting of progress.
3. Company agrees to bill to the best of its ability all claims provided to Company by the Client.
4. Company will not begin litigation against a person, entity, or insurance carrier without prior written approval by the Client.
5. Company agrees to reimburse Client a portion of the monies collected at a rate of 78% (seventy-eight percent) of the total monies collected on the Client's claims. Total monies collected will be net, after any credit card processing fees (charged at 4%) or any collection agency fees. If Client submits a claim to Company and later wants to cancel the claim, Client may be subject to a billing fee. If Client agrees to submit a claim to Company's collection agency and later wants to remove it from collection status, Client may be subject to a fee of up to 35% of the amount of the claim to compensate for efforts made to collect the claim.
6. Company agrees to pay these monies collected to the Client on a monthly basis, within seven (7) working days after the close and accounting of the monthly billing cycle.
7. Company agrees to make available reports via a password protected website to the Client which detail billable claims outstanding (which are claims submitted, but not yet completed) and claims completed in the prior billing cycle.
8. Company will not be responsible for, nor accept any liability for, any erroneous, invalid, or illegal procedure codes or claims submitted to Company by the Client on the Run Sheets.

## **EXHIBIT A**

### **MITIGATION RATES**

#### **BASED ON PER HOUR**

The mitigation rates below are average "billing levels", and are typical for the incident responses listed, however, when a claim is submitted, it may be itemized and based on the actual services provided.

These rates are based on actual costs using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance). Labor rates include an average department's actual burdened labor costs and not just a firefighter's wage. These include wages, retirement, benefits, workers comp, etc.

#### **MOTOR VEHICLE INCIDENTS**

##### **Level 1 - \$602.00**

Provide hazardous materials assessment and scene stabilization. This will be the most common "billing level". This occurs almost every time the fire department responds to an accident/incident.

##### **Level 2 - \$687.00**

Includes Level 1 services as well as clean up and material used (sorbents) for hazardous fluid clean up and disposal. We will bill at this level if the fire department has to clean up any gasoline or other automotive fluids that are spilled as a result of the accident/incident.

##### **Level 3 – CAR FIRE - \$838.00**

Provide scene safety, fire suppression, breathing air, rescue tools, hand tools, hose, tip use, foam, structure protection, and clean up gasoline or other automotive fluids that are spilled as a result of the accident/incident.

#### **ADD-ON SERVICES:**

##### **Extrication - \$1,811.00**

Includes heavy rescue tools, ropes, airbags, cribbing etc. This charge will be added if the fire department has to free/remove anyone from the vehicle(s) using any equipment. We will not bill at this level if the patient is simply unconscious and fire department is able to open the door to access the patient. This level is to be billed only if equipment is deployed.

##### **Creating a Landing Zone - \$553.00**

Includes Air Care (multi-engine company response, mutual aid, helicopter). We will bill at this level any time a helicopter landing zone is created and/or is utilized to transport the patient(s).

**Itemized Response:** You have the option to bill each incident as an independent event with custom mitigation rates, for each incident using, itemized rates deemed usual, customary and

reasonable (UCR). These incidents will be billed, itemized per apparatus, per personnel, plus products and equipment used.

## **HAZMAT**

### **Level 1 - \$972.00**

**Basic Response:** Claim will include engine response, first responder assignment, perimeter establishment, evacuations, set-up and command.

### **Level 2 - \$3,473.00**

**Intermediate Response:** Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, set-up and command, Level A or B suit donning, breathing air and detection equipment. Set-up and removal of decon center.

### **Level 3 – \$8,199.00**

**Advanced Response:** Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, first responder set-up and command, Level A or B suit donning, breathing air and detection equipment and robot deployment. Set-up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene. Includes 3 hours of on scene time - **each additional hour @ \$381.00 per HAZMAT team.**

## **FIRES**

**Assignment - \$554.00 per hour, per engine / \$693.00 per hour, per truck**

### **Includes:**

- Scene Safety
- Investigation
- Fire / Hazard Control

This will be the most common "billing level". This occurs almost every time the fire department responds to an incident.

**OPTIONAL:** A fire department has the option to bill each fire as an independent event with custom mitigation rates.

Itemized, per person, at various pay levels and for itemized products use.

## **ILLEGAL FIRES**

**Assignment - \$554.00 per hour, per engine / \$693.00 per hour, per truck**

When a fire is started by any person or persons that requires a fire department response during a time or season when fires are regulated or controlled by local or state rules, provisions or ordinances because of pollution or fire danger concerns, such person or persons will be liable for the fire department response at a cost not to exceed the actual expenses incurred by the fire department to respond and contain the fire. Similarly, if a fire is started where permits are required for such a fire and the permit was not obtained and the fire department is required to respond to contain the fire the responsible party will be liable for the response at a cost not to exceed the actual expenses incurred by the fire department. The actual expenses will include direct labor, equipment costs and any other costs that can be reasonably allocated to the cost of the response.

## **WATER INCIDENTS**

### **Level 1**

**Basic Response:** Claim will include engine response, first responder assignment, perimeter establishment, evacuations, first responder set-up and command, scene safety and investigation (including possible patient contact, hazard control). This will be the most common "billing level". This occurs almost every time the fire department responds to a water incident.

**Billed at \$554 plus \$68 per hour, per rescue person.**

### **Level 2**

**Intermediate Response:** Includes Level 1 services as well as clean up and material used (sorbents), minor hazardous clean up and disposal. We will bill at this level if the fire department has to clean up small amounts of gasoline or other fluids that are spilled as a result of the incident.

**Billed at \$1,110 plus \$68 per hour, per rescue person.**

### **Level 3**

**Advanced Response:** Includes Level 1 and Level 2 services as well as D.A.R.T. activation, donning breathing apparatus and detection equipment. Set up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene.

**Billed at \$2,747 plus \$68 per hour per rescue person, plus \$134 per hour per HAZMAT team member.**

### **Level 4**

**Itemized Response:** You have the option to bill each incident as an independent event with custom mitigation rates for each incident using itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized, per trained rescue person, plus rescue products used.

### **BACK COUNTRY OR SPECIAL RESCUE**

**Itemized Response:** Each incident will be billed with custom mitigation rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus per hour, per trained rescue person per hour, plus rescue products used.

**Minimum billed \$554 plus \$68 per hour, per rescue person. Additional rates of \$554 per hour per response vehicle and \$68 per hour per rescue person.**

### **CHIEF RESPONSE**

This includes the set-up of Command, and providing direction of the incident. This could include operations, safety, and administration of the incident.

**Billed at \$347 per hour.**

### **MISCELLANEOUS / ADDITIONAL TIME ON-SCENE**

#### **ADDITIONAL TIME ON-SCENE (for all levels of service)**

Engine billed at \$554 per hour.

Truck billed at \$693 per hour.

Miscellaneous equipment billed at \$416.

### **MITIGATION RATE NOTES**

The mitigation rates above are average "billing levels" for one hour of service, and are typical for the incident responses listed, however, when a claim is submitted, it may be itemized and based on the actual services provided.

These average mitigation rates were determined by itemizing costs for a typical run (from the time a fire apparatus leaves the station until it returns to the station) and are based on the actual costs, using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance) and labor rates (an average department's "actual personnel expense" and not just a firefighter's basic wage). The actual personnel expense includes costs such as wages, retirement, benefits, workers comp, insurance, etc.

  
**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 regarding the first reading of an Ordinance to amend Appendix A “Fee Schedule” Chapter 38 Fire Prevention and Protection, Article I, Mitigation Rates, repealing any inconsistent provisions; providing and establishing an effective date.

Requested By: Joe Adams, Fire Chief  
Tim Davis, Deputy Chief

Submitted By: Joe Adams, Fire Chief  
Tim Davis, Deputy Chief

Date Submitted: June 5, 2024

For the Agenda of: June 10, 2024

**Procurement and Funding Statement:** N/A

Attachments: Ordinance

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**Summary Statement:**

This item has been placed on the agenda to consider increased mitigation rates as defined in the Service Agreement with Fire Recovery USA, LLC. While these rates have significantly increased since 2022, these rates are based on actual costs using amortized scheduled for apparatus (including useful life, equipment, repairs and maintenance). Labor rates include an average department burdened labor costs (wages, benefits, retirement etc.) and not just a firefighter’s wage.

**Recommendation:**

To consider a motion to approve the first reading of an Ordinance to amend Appendix A “Fee Schedule” Chapter 38 Fire Prevention and Protection, Article I, Mitigation Rates, repealing any inconsistent provisions; providing and establishing an effective date.

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City ManagerITEM NO. 7.7

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

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**Subject:**

Discussion and possible action regarding the selection of contractor for the replacement of the Airport Fuel System at the Lampasas Municipal Airport.

**Requested By:** Chris Eicher, Parks Director

**Submitted By:** Chris Eicher, Parks Director

**Date Submitted:** June 5, 2024

**For the Agenda of:** June 10, 2024

**Procurement and Funding Statement:**

Based on discussion with the City's TxDOT assigned Planner, the purchase/upgrade of the fuel tank is an approved project with a City match of 10% if the tank and installation is less than \$100,000.00, and 25% of the total cost if the cost exceeds \$100,000.00. Although the match is not budgeted, sufficient Fund Balance exists in Fund 25-Aviation for the project.

**Attachments:**

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**Summary Statement:**

At the February 12, 2024 Council meeting, Staff presented an estimated quotation in the amount of \$102,862.43. Council directed Staff to solicit additional quotations for the turn-key purchase and installation of a double wall, 12,000-gallon Avgas fuel tank and appurtenances, and to finalize and execute necessary documents to commence purchase and installation of the same in an amount not to exceed \$97,000.00. Staff received three quotations, one from BGIS in the amount of \$212,304.11, one from Gage & Cade Construction in the amount of \$332,430.00, and one from Skyler Design Build in the amount of \$425,276.79. Staff is asking Council consideration in the acceptance of quote from BGIS; with the understanding that the City's portion will be 25% since it is over \$100,000.00. The inflated costs from Gage & Cade Construction and Skyler Design Build are due to sub-contracted costs.

**Recommendation:**

To consider a motion to award contract to BGIS in the amount of \$212,304.11; City's estimated portion of \$53,076.03 for the replacement of the Airport Fuel System at the Lampasas Municipal Airport and to authorize the City Manager to execute any and all documents required by TxDOT for project funding.

	<b>BILL TO:</b>	Quote #	24-013B Revised TK
	Lampasas Municipal Airport	Contact:	Jessie Acosta
	2541 US-281	Phone:	512-564-0135
	Lampasas, TX 76550	Email:	<a href="mailto:jacosta@cityoflampasas.com">jacosta@cityoflampasas.com</a>
	<b>SHIP TO:</b>		
	SAME AS ABOVE	AP Contact:	
		AP Phone:	
		AP Email:	

DATE:	5/16/2024				
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**REQUEST:**

Revision information is in blue text below and in the quote body. Adding new concrete with containment curbs and bollards affects the labor schedule as the old tank and new tank would not end up being set in the same day.

Purchase and install 1 new 12,000 gallon UL-142 Double Wall FlameShield, Lined, Above Ground Storage Tank. This new set up will include new tank top componenets/stainless steel piping/and a water sump for removing moisture and particulates from the bottom of the tank. All fill and discharge piping will be at the top of the tank per TCEQ regulations. BGIS will assist in registering the new tank with TCEQ. We will reuse the existing card reader/dispenser/filtration/hose reel/hose/and nozzle. This job is turn key including start-up and purge. Electrical is included.

**NOTES:**

\*\*\*NOT INCLUDED IN THIS QUOTE LISTED BELOW. Cost for permits required by the City. Cost is unknown at the time of this quote. BGIS will work with the city to pull whatever permits are required.

The storage/holding tank for the existing fuel while we switch the tanks. We will work together to find the most econmic solution.

The final wash-out and disposal of contaminated AvGas fuel and debris in old tank. This number will vary depending on the amount of actual debris found in the bottom of the tank. This clean out has to be complete before transporting the old tank. The LELs have to be reduced to minimal levels as well. The estimated costs for the clean out and LEL level reduction would be \$6,900.00. Tank haul off is in the costs above.

The estimated cost listed above does not include the cost for disposing of the old Jet Fuel in the tank. We were not aware there was any fuel in the non AvGas compartment of the tank. We will work with a recycler to see if any use other than disposal can be made of the old Jet Fuel.

	DESCRIPTION OF WORK/MATERIAL
PERMITTING:	Permitting
PERMITTING:	TCEQ Notifications
PARTS:	Tank and Tank Top

PART #	QUANTITY	PRICE EACH	PRICE TOTAL
		\$ -	\$ -
	1	\$ 425.00	\$ 425.00
		\$ -	\$ -

PARTS:	Tank-12,000gal UL 142 Double Wall FlameShield AST-Lined Skids Paint-White Weight-??,??? pounds/Dems-8'x35'
SHIPPING:	Tank-Delivery
PARTS:	Anchor Bolts and Ground Wiring/Lug
PARTS:	Grounding Rod
PARTS:	Hand Pump for Sumping
PARTS:	Pipe Stands-Each-Base/Pipe Clamps/Anchors-Zinc/Unistrut/Bolts
PARTS:	Anti-Siphon Valve-1.00" SS for Sumping-
PARTS:	1" Ball Valve-Threaded-SS
PARTS:	1" Stainless Steel-316-150#-Threaded-Schedule 40- Pick Up Tube-MNPT X Tank Diameter
PARTS:	1" Piping/Nipple-Listed below in itemized or All In-Placeholder for build sequence.
PARTS:	Interstitial Monitor-Husky-Chain Type-2.00"-(Buy extra chain)
PARTS:	Vent Pipe-SS 316-2.00"-12' above grade and/or 4' above a structure
PARTS:	Vent-Pressure/Vacuum-AvGas-2" Threaded-AvGas/Unleaded
PARTS:	Stick Port Cap-2.00" Camlock Adapter and Cap
PARTS:	2" Clock Gauge-Male Threaded w/Drop Tube Float-High Level Alarm

	1	\$ 57,300.00	\$ 57,300.00
	1	\$ 1,050.00	\$ 1,050.00
	1	\$ 75.00	\$ 75.00
	1	\$ 31.00	\$ 31.00
FR152	1	\$ 316.07	\$ 316.07
	1	\$ 200.00	\$ 200.00
x199ASV2100	1	\$ 400.00	\$ 400.00
	1	\$ 107.65	\$ 107.65
	1	\$ 300.00	\$ 300.00
	1	\$ 500.00	\$ 500.00
14556	1	\$ 87.25	\$ 87.25
	1	\$ 200.00	\$ 200.00
A0084-038	1	\$ 131.88	\$ 131.88
Type F & Type DC	1	\$ 90.00	\$ 90.00
918-0400AG	1	\$ 1,450.99	\$ 1,450.99

PARTS:	<b>Fill</b>
PARTS:	Anchors-1/2 x ?
PARTS:	3" Camlock Cap
PARTS:	3" FNPT x M Camlock
PARTS:	3" Ball Valve-Threaded-SS
PARTS:	3" Swing Check-Threaded-SS (Sharpe)
PARTS:	Pipe Stands-Each-Base/Pipe Clamps/Anchors-Zinc/Unistrut/Bolts
PARTS:	Overflow-Prevention-Mechanical-?.??" x ?.??"-Aviation
PARTS:	Drop Tube-Aluminum-MNPT x cut 45-3.00" x 96"-(8.00" off bottom)
PARTS:	<b>Fill-Vapor Recovery</b>
PARTS:	Pipe Stands-Each-Base/Pipe Clamps/Anchors-Zinc/Unistrut/Bolts
PARTS:	Connector
PARTS:	Cap
PARTS:	<b>Discharge</b>
PARTS:	Foot Valve
PARTS:	Suction Pipe
PARTS:	Double Tap Bushing-Stainless
PARTS:	Anti-Siphon Valve
PARTS:	Pipe Stands-Each-Base/Pipe Clamps/Anchors-Zinc/Unistrut/Bolts
PARTS:	2" Ball Valve-Threaded-SS
PARTS:	2" Fire Valve-Threaded-SS
PARTS:	Expansion Relief Valve(ERV)-Stainless Steel-1/2"-50psi
PARTS:	2"-Anti-Siphon Electric Solenoid Valve-Threaded
PARTS:	2" Ball Valve-Threaded-SS
PARTS:	System Pressure Gauge-Glycerin Filled-SS-Sealfast-0-160psi
PARTS:	Shear Valve-1.50"- Single Poppet-Stainless
PARTS:	Model 52A Pressure Regulating Valve
PARTS:	Pedestal-to raise dispenser for A52 Valve
SHIPPING:	
EQUIPMENT:	Forklift/Skidsteer Rental

		\$ -	\$ -
	4	\$ 2.50	\$ 10.00
Type DC	1	\$ 65.00	\$ 65.00
Type A	1	\$ 65.00	\$ 65.00
	1	\$ 285.00	\$ 285.00
SMCSV20276TE030	1	\$ 936.02	\$ 936.02
	1	\$ 200.00	\$ 200.00
9095AA3300AVEVR	1	\$ 2,323.00	\$ 2,323.00
	1	\$ 735.00	\$ 735.00
		\$ -	\$ -
	1	\$ 200.00	\$ 200.00
	1	\$ 85.00	\$ 85.00
	1	\$ 35.00	\$ 35.00
		\$ -	\$ -
SSFV200	1	\$ 214.43	\$ 214.43
	1	\$ 300.00	\$ 300.00
	1	\$ 150.00	\$ 150.00
OPW199ASV2200	1	\$ 405.14	\$ 405.14
	1	\$ 200.00	\$ 200.00
	1	\$ 115.00	\$ 115.00
	1	\$ 285.00	\$ 285.00
76S0200AV	1	\$ 587.79	\$ 587.79
710-01001V	1	\$ 1,440.39	\$ 1,440.39
	1	\$ 115.00	\$ 115.00
G251601PSS	2	\$ 37.50	\$ 75.00
A0060-003S	1	\$ 220.49	\$ 220.49
G048577PG8	1	\$ 1,814.14	\$ 1,814.14
434-17001AK	1	\$ 1,945.64	\$ 1,945.64
	1	\$ 200.00	\$ 200.00
	1	\$ 725.00	\$ 725.00



We Propose hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of:

**\$ 212,304.11**

Payment to be made as follows:

**Payment Terms-50% down at time of order/50% on completion of project.**

ACH Transfer

Citibank--Routing#-031100209 Account#-31447032

OR

Remittance Address for Payment-

BGIS Global Integrated Solutions

Attn: PES

210 South Hudson St.

#318

Seattle, WA 98134

**THIS PROPOSAL AND ANY SUBSEQUENT SALE OR AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS CONTAINED ON THE PAGES FOLLOWING THIS FORM.**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

\_\_\_\_\_  
BGIS Authorized Signature

**Note: This proposal may be withdrawn by us if it is not accepted within 10 days**

**Acceptance of Proposal** - The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

\_\_\_\_\_  
Customer Name Printed

\_\_\_\_\_  
Date of Acceptance

\_\_\_\_\_  
Customer Signature

## Terms and Conditions

In consideration of the payment of the price and the furnishing of material, labor, and services, the Contractor and Client referred to above (respectively, "Contractor" and "Client") AGREE that Contractor shall complete the work described in this Estimate and that Client shall pay Contractor for the Project, all as set forth in this Estimate.

Contractor agrees to obtain and maintain all permits and licenses required for Contractor's performance of said work, and to comply with all federal, state and local laws (including labor laws), ordinances and rules, regulations and orders of governmental agencies applicable to said work. Contractor shall furnish to Client upon request, written proof of licenses, permits and certifications and any other documentation required under applicable law.

**1. PAYMENT TERMS.** Progress payments, payments for change orders and final payment are due as noted in Estimate. A late charge of 18 % per annum, shall be charged on all past due amounts from the date due until paid. Upon receipt of payment, Contractor shall execute releases of liens and obtain all necessary releases from subcontractors and provide same to Client. Client may, if Contractor fails to procure the release, satisfaction and discharge of any such claim or lien, do so and deduct all costs and expenses incurred in so doing from any money due or to become due hereunder; or if final payment has been made, Contractor shall reimburse Client for all monies paid to discharge any such claim or lien, including all costs and expenses thereof.

**2. PROPOSAL/SCOPE.** The Proposal/Scope shall be stated in Estimate. Contractor shall provide Client with copies of all changes in Proposal/Scope. All changes in this Agreement shall be in writing, dated, and signed or initialed by all parties to this Agreement. Oral modifications to this Agreement are not enforceable.

**3. CHANGE ORDERS.** During construction, changes in the work increasing or decreasing the scope, price or time for completion of the Project shall be made only by a written document signed by Client and Contractor. The price adjustment for such changed work shall be determined in advance if possible; if not, it shall be on a cost-plus basis.

**4. UNFORSEEN CONDITIONS.** If conditions are encountered at the project site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Proposal/Scope, specifications or other attached documents describing the work or (2) unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the plans, specifications or other documents describing the work, then Contractor shall notify Client of such conditions and of the changes to the price, scope or time for completion of the work resulting from such conditions. Client shall then either execute a change order changing the price, scope or time for completion or shall direct that the work impacted by the changed or unforeseen conditions be abandoned.

**5. ASSIGNMENT AND SUBCONTRACTS.** This Agreement is not assignable by either party without the prior written consent of the other, which shall not be unreasonably withheld. Performance of the work required to complete the Project may require the materials and services of various subcontractors which are included in the contract price, to be coordinated by Contractor.

**6. TIME FOR COMPLETION AND FORCE MAJURE.** The completion times stated in this Contract are estimates. Contractor will use its best efforts to maintain all scheduled due dates. Occurrences outside of Contractor's control, such as labor strikes, material shortages (not due to Contractor's late ordering), accidents, weather, acts of God, changes caused by a body of government, and the like, shall not be counted against Contractor. Change orders will affect the time necessary for completion.

**7. CLIENT'S COVENANT.** Client, by executing this Agreement, indicates conclusively that all writings to this Agreement are definite in their terms and sufficient to express the intent of the parties with regard to the transaction, the type and amount of work to be done, and the type and quality of the materials to be used. Client further covenants that Client has title to the Project property and that all persons who are Clients of the Project property are listed as "Clients" and have signed, or will sign, this Contract. Client warrants that it is financially capable of timely making all payments contemplated under this Agreement.

**8. WARRANTY, HOLD HARMLESS, LIMITS OF LIABILITY.** Contractor's warranty shall run to Client for the warranty period. Contractor warrants its work against defective, faulty, or improper workmanship for twelve (12) months from substantial completion date. Product warranties are as stated by the manufacturer. Contractor shall have no liability for any labor or material necessary to repair or replace defective products not manufactured by Contractor. All work will be performed in accordance with the drawings and/or specifications attached and completed pursuant to the industry standard of workmanship.

Contractor shall hold Client, its officers, agents, employees, and representatives harmless from any and all claims arising from the work performed hereunder, from any breach or default on the part of Contractor under this Agreement, from any act of negligence of Contractor or its officers, agents, employees, or representatives and from any related costs, attorneys' fees, expenses, or liabilities incurred by Client related to such breach or default.

Neither party shall be liable to the other under this Agreement for lost revenue, or indirect, special, incidental, consequential, exemplary or punitive damages. Contractor shall not be liable for any claim or damage arising from or in connection with this Agreement for more than the amount paid by Client for work performed hereunder.

**9. GOVERNING LAW, WAIVER, BINDING EFFECT AND SEVERABILITY.** This Agreement shall be governed by the laws of the State of Texas. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors, and assigns. If any provision shall be construed to be illegal or invalid, it shall not affect the legality or validity of any of the other provisions of this Agreement, which shall be enforced to the fullest extent permitted.

The failure of either party to insist upon the strict performance of any provision of this Agreement or the failure of one party to exercise any right, option or remedy shall not be construed as a continuing waiver of any such provision, right, option or remedy or as a waiver of a subsequent breach. The consent or approval by one party of any act by the other party requiring consent or approval shall not be construed to waive or render unnecessary the requirement for consent or approval of any subsequent similar act. No provision of this Agreement shall be deemed to have been waived unless such waiver shall be in writing signed by the party to be charged.

**10. DISPUTES AND DEFAULTS.** A breach of this Agreement occurs when one party fails to meet any of its obligations under this Agreement and fails to cure such breach or default after ten (10) days' written notice of the default. In the event of a breach, default or dispute under this Agreement, the parties shall first attempt to resolve any dispute by a meeting of the Client and Contractor's highest-ranking corporate officer. If a dispute is not resolved at this meeting, the parties can voluntarily agree to have the matter decided by arbitration in accordance with, the Construction Industry Arbitration Rules of the local Chapter of the Better Business Bureau ("BBB") or the American Arbitration Association ("AAA") If the parties do not both agree to arbitration, either party may seek redress of grievances in a court of law or equity. The prevailing party to any dispute shall be entitled to collect all reasonable attorney's fees.

**11. INSURANCE.** Prior to the commencement of construction, Contractor shall obtain workers' compensation insurance at statutory limits and commercial general liability insurance with such limits not less than \$1,000,000. Upon request, Contractor shall provide Client a certificate of insurance showing all coverages and shall name Client as an additional insured under the policy during the construction period. Contractor and Client waive any right of recovery against the other for injury or loss covered by insurance or required to be covered by insurance under this Agreement to the extent of the injury or loss is covered by insurance. This waiver shall be binding upon the insurers for both the Contractor and Client.

**12. MISCELLANEOUS.**

- a. It is understood that the Contractor's workers on the job will have reasonable access and use of the Client's utilities.
- b. In the event of any inconsistency between this Agreement and any attachment, amendment or change order, the terms of this Agreement shall supersede all others.
- c. Contractor shall be responsible for obtaining any and all permits and inspections. If a special permit or variance is required for the Project that could not be known prior to commencement, the contract price will be adjusted by change order to reflect Contractor's additional costs in pursuing the special permit or variance. Contractor makes no representation regarding whether a special permit or variance is needed or will be granted for the Project.
- d. All notices, deliveries, or tenders given or made in connection herewith shall be deemed completed and legally sufficient if sent by Certified Mail, return receipt requested, or by a recognized courier service (i.e. UPS) with proof of delivery, or hand delivered to the respective party for whom the same is intended at its business address referenced in this document.
- e. This Agreement shall not be interpreted in favor or against either party based on draftsmanship, as both parties had equal input as to the terms stated herein.
- f. This Agreement may be executed in one or more counterparts and any Party to this Agreement may execute and deliver this Agreement by executing and delivering any of such counterparts, each of which when executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

**NEITHER CLIENT NOR CONTRACTOR WILL BE COMMITTED BY THE TERMS OF THIS AGREEMENT UNTIL CLIENT AND CONTRACTOR SIGN BELOW.**

For Contractor:

For Client:

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature & Date

\_\_\_\_\_  
Signature & Date

# Gage & Cade Construction, LLC

1107 County Road 264  
Bertram, TX 78605

# Quote



DATE	April 19, 2024
Page 1 of 2	

<b>CUSTOMER:</b>
CITY OF LAMPASAS

<b>PROJECT NAME / DESCRIPTION:</b>
LAMPASAS AIRPORT FUEL TANK FACILITY IMPROVEMENTS: REPLACING EXISITING FUEL TANK & SITE IMPROVEMENTS

DESCRIPTION	QUANTITY	UNIT TYPE	UNITS	LINE TOTAL
MOBILIZATION	1	LS	6,500.00	\$ 6,500.00
SAWCUT	1	LS	1,170.00	\$ 1,170.00
DEMO EXISTING ASPHALT	1	LS	15,400.00	\$ 15,400.00
6" CONCRETE APRON DOWELED INTO AROUND EXISTING FOUNDATION TO DRAIN INTO DITCH BEHIND FUEL SYSTEM	1,275	SF	19.00	\$ 24,225.00
2'X2' GRATE INLET	1	EA	3,975.00	\$ 3,975.00
12" SCH80 PVC	40	LF	223.00	\$ 8,920.00
12" S.E.T.	1	EA	2,660.00	\$ 2,660.00
BOLLARDS SPACED 4' O.C. AROUND TANK	40	EA	570.00	\$ 22,800.00
FUEL TANK: AV GAS SELF SERV FUELING SKID AND FUNCTIONALITY, QTPOD M4000 CREDIT CARD MACHINE MOUNTED TO SKID, AVGAS DW UL 12-THOUSAND GALLON TANK, DEMO AND DISPOSE OF EXISTING TANK	1	LS	221,705.00	\$ 221,705.00
<b>TOTAL</b>				\$ 307,355.00
ADD OPTION 1: SUMP SEPARATOR W/ELECTRIC PUMP	1	LS	4,025.00	\$ 4,025.00
ADD OPTION 2: SITE ELECTRICAL SCOPE + EFSO ISTALLMENT	1	LS	21,050.00	\$ 21,050.00
<b>TOTAL WITH ADD OPTIONS</b>				\$ 332,430.00

<b>SPECIAL NOTES</b>
This Quote does not include Texas Sales Tax

<b>SUBTOTAL</b>	
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**Turnkey General Contracting & Construction Services:**

- Residential
  - Development & Planning
  - New and Custom Homes
  - Home Remodeling
  - Outdoor Living Space
  - Flood & Storm Damage
  - Repair and Restoration
- Commercial
  - Owner's Construction Representation
  - Medical/Healthcare Facilities
  - Facility & Warehouse Construction
  - Retail & Office Buildout
  - Maintenance, Repair, and Remodel
  - Parking Lot Services
  - Insurance Claim Support & Response
- Industrial
  - Program Management
  - Major Capital Projects
  - Conceptual Design & Budgetary Services
  - Detailed Process & Systems Design/Engineering
  - Environmental Feasibility Studies & Remediation
  - Maintenance

**Design Build Services:**

- Feasibility & Assessment Studies
- Planning
  - Conceptual Thinking
  - Facility Usage
  - Master Facility Details
  - Front End Engineering & Design
  - Financial Analysis & Capital Budgeting
  - Phasing & Constructability
- Design & Engineering
  - Architectural Design
  - Detailed Engineering
  - Facility Audits & Studies
  - Permitting
  - Commissioning & Startup
- Construction Management
  - Onsite Management Team
  - Construction Permitting
  - Site Logistics, Security & Controls
  - Temporary and Permanent Utilities and Facilities
  - Value Management & Controls Process
  - Detailed Scheduling
  - Project Procurement
  - Contract Administration
  - Project Safety Management
  - Owners Reporting
- Maintenance
  - Maintenance Planning

CONSTRUCTION

**EMAIL TRANSMISSION**

April 16, 2024

**Re: ROM Budget Price  
Lampasas Fuel Tank Replacement**

Dear Mr. Eicher:

Please consider this letter confirmation of Skyler Design Build, LLC's ("Skyler" or "Contractor") qualifications for the upcoming Lampasas Fuel Tank Replacement.

**Company Overview**

Skyler was founded in 2014 in Houston, Texas, started operations in Denver, Colorado in 2017 officing out of Lone Tree, Colorado, and in 2020 started an East Coast Office based in North Carolina. Other company details include local, state and federal registrations:

- GSA UID: GS2LQWTKFWB7
- EIN: 47-2136637
- CAGE Code: 88TR2
- NSPA No: 4000069046
- JCO No: 0081392
- DUNS No: 07-959-0304
- Multiple GC Licenses
- NASCLA National Commercial Building Contractor Class A: 404688316
- ICC National Standards General Building Contractor Class A: 357512219
- City and County of Denver Small Business Certification
- City of Houston SBE No: 19-08-14161S
- Port of Houston SBE No: 00005814
- Houston VA Builder ID No: 6055
- TXDOT SBE Certification

The Skyler team takes immense pride in nurturing enduring relationships with our clients and excels in delivering comprehensive design build and construction projects. With a proven track record of successfully completing diverse design build projects nationwide, we are adept at handling projects in both rural and metropolitan areas, overseeing everything from permitting to commissioning. Our specialization lies in interior finish work, making it our core competency.

What sets Skyler apart from the competition are our extensive experience, meticulous attention to detail, and efficient management process. We continually explore innovative methods to optimize cost and time savings without compromising project quality. Our management team holds a range of certifications and licenses, including various OSHA training certifications, National Standard General Building Contractor A from the International Code Council ("ICC"), National Building Contractor from the National Association of State Contractors Licensing Agencies ("NASCLA"), as well as relevant state and local contractor licenses. Furthermore, we have received training and certifications in safety and quality programs, Lean Six Sigma, and various project management methodologies.

At Skyler, we are thrilled about the opportunity to collaborate with you on your upcoming project. Our team is genuinely excited to bring our expertise and passion to the table, working closely with you to transform your vision into a remarkable reality.

We understand the significance of this project and the impact it can have on your organization. That's why we approach every undertaking with enthusiasm, dedication, and a commitment to excellence. The prospect of applying our extensive experience, attention to detail, and streamlined management process to bring your project to life fills us with anticipation and excitement.

### Scope of Work

Skyler's comprehensive proposal is based on client instructions and site photos. The scope of work includes:

- Demo existing tank.
- Supply and install new 12,000-gallon double wall UL 140 Tank.
- New concrete pad
- Retaining wall for concrete containment.
- Metal stairs and railings to access concrete containment.
- Allowance for electrical if existing electrical capacity meets specifications.
- Allowance for any required data cabling.
- Environmental controls including SWPPP and erosion control.
- Soil sampling.

This proposal excludes:

- Impact fees
- Permit and design.
- Prevailing wage.
- Any unknown soil conditions.

### Budgetary Price and Schedule

The estimated budgetary cost of this project is **\$425,276.79**. Please note that this estimate excludes any expenses related to design services, permits, or third-party inspections. Project schedule is estimated to take 30 calendar days, weather permitting.

This price includes a \$22,000 allowance for electrical and \$9,750 data cabling.

This price includes a \$6,500 allowance for soil sampling.

### Deduct Alternate Option

If concrete containment is not required, please deduct **\$69,160.00**.

This deduction is for concrete retaining wall and access and egress metal stair to the concrete containment.

- 1) Based upon the Skyler site walk, and Owner provided guidance.
- 2) Skyler has considered recent material pricing increases; however, due to the current volatility in material costs that underlies our pricing proposal will expire 10 days from the date above. After that period pricing is subject to adjustment to reflect any increase in commodity material costs at the time of acceptance as some current markets are day-to-day pricing.
- 3) This proposal is conditioned upon prompt award of the project contract, in sufficient time to allow approval of submittals and procurement of materials and equipment to meet the project schedule.
- 4) Skyler's examination of Contract Documents is to facilitate construction and does not create an affirmative responsibility to detect errors, omissions, or inconsistencies or to ascertain compliance

- with applicable laws, building codes or regulations. If discovered, we will promptly report any apparent error, omission, or inconsistency in the Contract Documents <sup>1</sup>.
- 5) Skyler reserves the right to review and approve all contract conditions as a condition of this proposal offer. Skyler's proposal is an offer expressly conditioned upon the parties reaching mutually agreeable contract terms, including but not limited to a waiver of or reasonable cap on liability for any consequential damages from any source <sup>2</sup>. Any language in the contract documents that purports to exclude or supersede the conditions of this proposal is expressly rejected.
  - 6) Skyler understands timing is of the essence, however, expediting has not been accounted for in this cost estimate <sup>3</sup>.
  - 7) Skyler will promptly submit pricing for any changes, modifications, or additions to the scope of work set out in this proposal <sup>4</sup>. Skyler will not be required to proceed with any changed / additional / modified work until it receives a signed change order at a mutually agreed upon price. If Skyler is directed to proceed and time is of the essence, Skyler will only be required to perform the changed/additional/modified work upon receiving a signed T&M work order. The cost and Skyler's fee for this T&M work may be billed during the billing period in which the work is performed and will be due and paid within 10 days. Skyler's proposal is expressly conditioned up on the acceptance of this provision and this provision is incorporated by reference into any applicable contract documents and supersedes any provision to the contrary in those contract documents.

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<sup>1</sup> WARRANTY: Skyler warrants that its labor and services will be performed and its materials supplied in a good and workmanlike manner. All materials supplied by Skyler and subcontractor shall be of standard grade unless otherwise specified in writing. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HERBY DISCLAIMED. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. Skyler's warranty shall continue for a period of one year from the date of substantial completion of its work hereunder. Any claim for defective workmanship or material or for breach of this warranty must be made in writing, delivered via certified mail, return receipt requested, to Skyler within 20 days from the date of delivery of the materials or performance of the work by Skyler and subsequent subcontractor. Failure to comply with the preceding clause shall constitute a full, complete, and unconditional acceptance of materials and work. Skyler's liability hereunder, whether in contract, tort, under any warranty, in negligence or otherwise, shall be limited to the reasonable cost of any labor and/or materials shown to Skyler and its subcontractor's satisfaction to have been defective. Under no circumstances shall Skyler be liable for special, indirect or consequential damages. Warranty void if Contract is not paid in full within 30 days of substantial completion.

<sup>2</sup> To the fullest extent permitted by law, Owner shall indemnify Skyler and hold it harmless from and against claims, damages, losses and expenses arising out of or resulting from performance of Skyler and its subcontractor's work under this contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), but only to the extent caused by the negligent acts or omissions of Owner, Owner's subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

<sup>3</sup> Skyler reserves the right to delay its work until, in its sole judgment, a sufficient area and materials are ready and available. If additional mobilizations are requested, they will be billed on a unit price basis. Skyler will use its best reasonable efforts to begin and complete all work promptly. However, Skyler does not promise or warrant completion by any specific date.

<sup>4</sup> ADDITIONAL WORK: Unless otherwise agreed to in this contract, quantity increases will be billed either on a unit price basis, or at time and material rates as agreed to by Skyler and Owner, so long as the extra work can be performed while Skyler and required subcontractor is at work at the job site performing the original work. Otherwise unit prices for any additional extra work will be negotiated by the parties prior to commencement of such additional work.



Thank you for your time and consideration. The information provided in this proposal is accurate and reflects the best of my knowledge. If you have any inquiries or require further clarification, please do not hesitate to reach me directly at (346) 299 5610 I am available to address any questions you may have and provide additional information as needed. I look forward to the opportunity to discuss this proposal further with you.

Sincerely,

A handwritten signature in black ink, appearing to be "Omid Haghghi", written over a horizontal line.

Omid Haghghi

Cc: Gary Schilling, Skyler Design Build, LLC  
Jeff Blume, Skyler Design Build, LLC

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