

**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 24, 2024
5:30 p.m. Workshop Session
6:00 p.m. Regular Session**

(regular session will begin immediately following workshop and may be called to order prior to 6:00 pm)

Notice is hereby given that a regular meeting of the City Council of the City of Lampasas, Texas will be held on Monday, June 24, 2024 in the Calvert Municipal Building located at 302 E Third Street, Lampasas, Texas. The City Council of Lampasas, Texas reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed, as authorized by the Texas Government Code sections 551.071 (consultation with attorney), 551.072 (deliberations about real property), 551.073 (deliberations about gifts and donations), 551.074 (personnel matters), 551.076 (deliberations about security devices), 551.087 (economic development), and Section 551.086 (Relating to the authority of public power utility governing bodies to deliberate regarding competitive matters).

WORKSHOP SESSION

1. Call to order Workshop Session
2. Discussion and presentation from Paul Wilborn, WCID. ***(pgs.5-18)***
3. Discussion and presentation of the Lampasas Central Appraisal District (LCAD) FY 24/25 Budget. ***(pgs.19-54)***
4. Discussion regarding the draft lease agreement between the County of Lampasas Rodeo Association and City of Lampasas regarding use of the 580 Sports Complex Rodeo Arena. ***(pgs.55-70)***
5. Discussion and progress updates regarding 2024 City Projects. ***(pgs. 71-72)***
6. Discussion regarding Community Recognition. ***(pgs. 73-74)***
7. Discussion regarding FY 2025 Budget. ***(pgs. 75-76)***
8. Discussion regarding any item on the regular agenda
9. Adjourn Workshop Session

REGULAR SESSION

ANNOUNCEMENTS

- A. Call to Order
- B. Invocation and Pledge of Allegiance
- C. Presentations and Proclamations
 - Swearing in of Officer Gene Drake

	PUBLIC HEARINGS/CITIZEN COMMENTS	PAGES
1.1	Citizen comments – Any citizen who desires to address the City Council on a matter not included on the Agenda may do so at this time. The City Council may not deliberate on items presented under this Agenda Item.	N/A
1.2	Citizen comments- Any citizen who desires to address the City Council on a matter that is included on the Agenda may do so at this time.	N/A

2.0	MINUTES	PAGES
2.1	Discussion and possible action concerning the approval of minutes of the Regular City Council Meeting held on June 10, 2024.	77-88

3.0	CONSENT AGENDA	PAGES
3.1	Discussion and possible action regarding the second 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	89-94

4.0	BOARDS/DEPARTMENT REPORTS	PAGES
4.1	<ol style="list-style-type: none"> 1. Information Systems Monthly Report 2. Library Monthly Report 3. Golf Course Monthly Report 4. Municipal Court Monthly Report 5. City Secretary Monthly Report 6. Utility Billing and Collections Monthly Report 7. Public Works Monthly Report for Electric, Streets, Water/Wastewater 8. Police Department Monthly Report 9. Building Official Monthly Report 10. Economic Development Monthly Report 11. Fire Department Monthly Report 12. Parks and Recreation Monthly Report 	95-112
5.0	ROUTINE MATTERS	PAGES
5.1	City Manager’s Operational Report <ul style="list-style-type: none"> • 281 Project • Hostess House • Water • Rural Transportation • LEDC • Trash 	113-114
5.2	MAYOR’S COMMENTS	N/A

6.0	UNFINISHED BUSINESS	PAGES
		N/A

7.0	NEW BUSINESS	PAGES

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	115-116
7.2	Discussion and acceptance of the FY 2025-2029 CIP Report	117-118
7.3	Discussion and possible action regarding the final payment of the APCO IntelliComm Guidecard System & EMD Program as defined in the Interlocal Agreement with Lampasas County in the amount of \$11,358.61.	119-124
7.4	Discussion and possible action regarding the Lampasas Central Appraisal District (LCAD) FY 24/25 Budget.	125-126
7.5	Discussion and possible action to upgrade from the current Xerox V180 Printer/Copier to a new Canon Image Press Lite C270 Office Printer/Copier for the City Administration Building.	127-136
7.6	Discussion and possible action to consider appointment to fill vacancy on LEDC Board.	137-138

Adjourn into Executive Session

EXECUTIVE SESSION

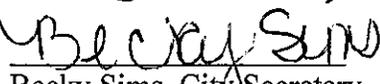
The City Council of the City of Lampasas, Texas will meet in closed Executive Session pursuant to the Texas Government Code, Chapter 551, as follows:

8.0	
8.1	Section 551.086 (Relating to the authority of public power utility governing bodies to deliberate regarding competitive matters) – Utilities
8.2	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

REGULAR SESSION

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

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 21 day of June 2024 at

8:45 am

 Becky Sims, City Secretary

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City Manager

ITEM NO. WORKSHOP-2

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

Subject:

Discussion and presentation from WCID.

Requested By: Finley deGraffenried, City Manager

Submitted By: Finley deGraffenried, City Manager

Date Submitted: June 20, 2024

For the Agenda of: June 24, 2024

Procurement and Funding Statement:

Attachments:

Summary Statement:

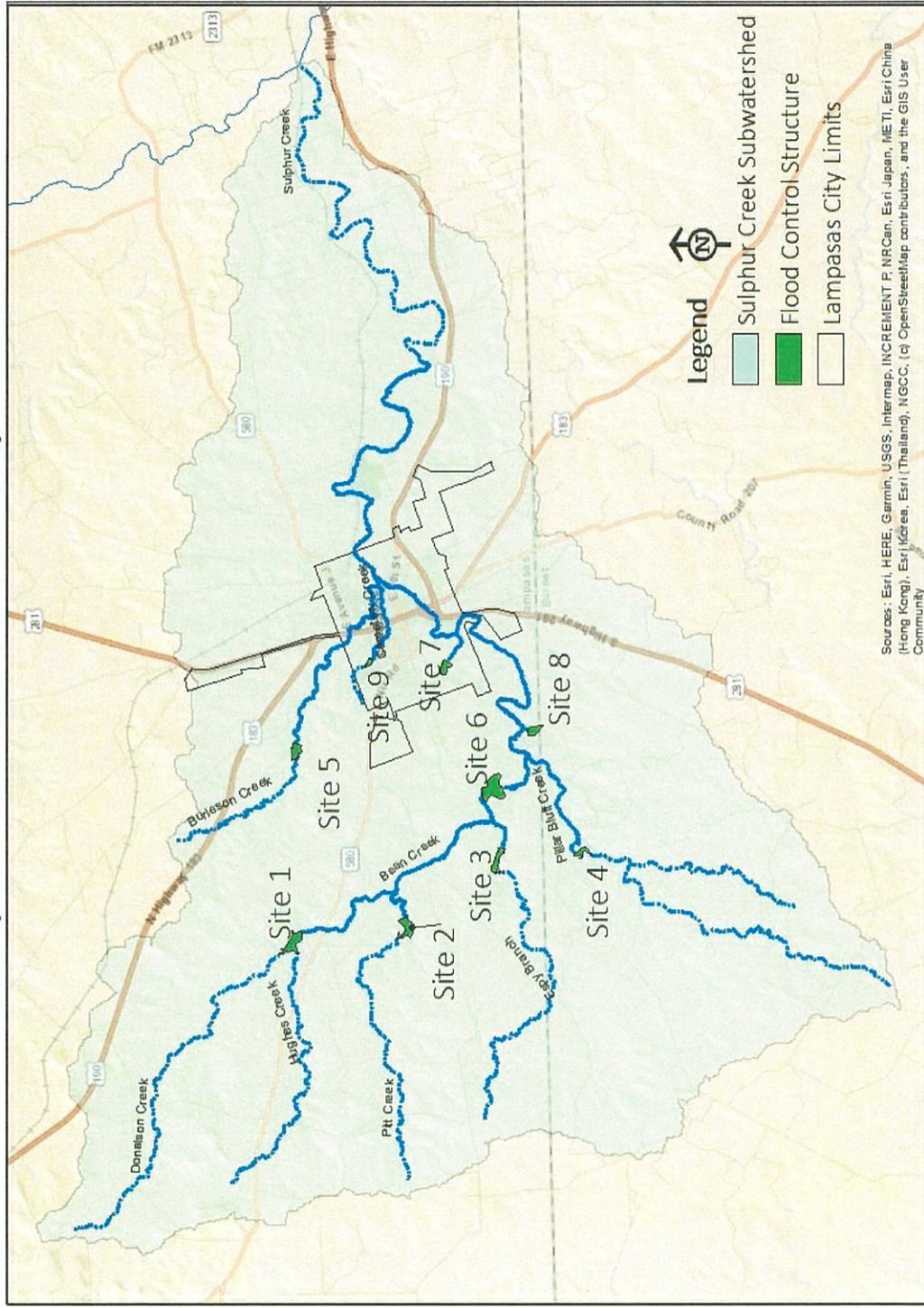
Paul Wilborn will be in attendance to provide updates related to maintenance and future upgrades to the district's flood control dams.

Recommendation:

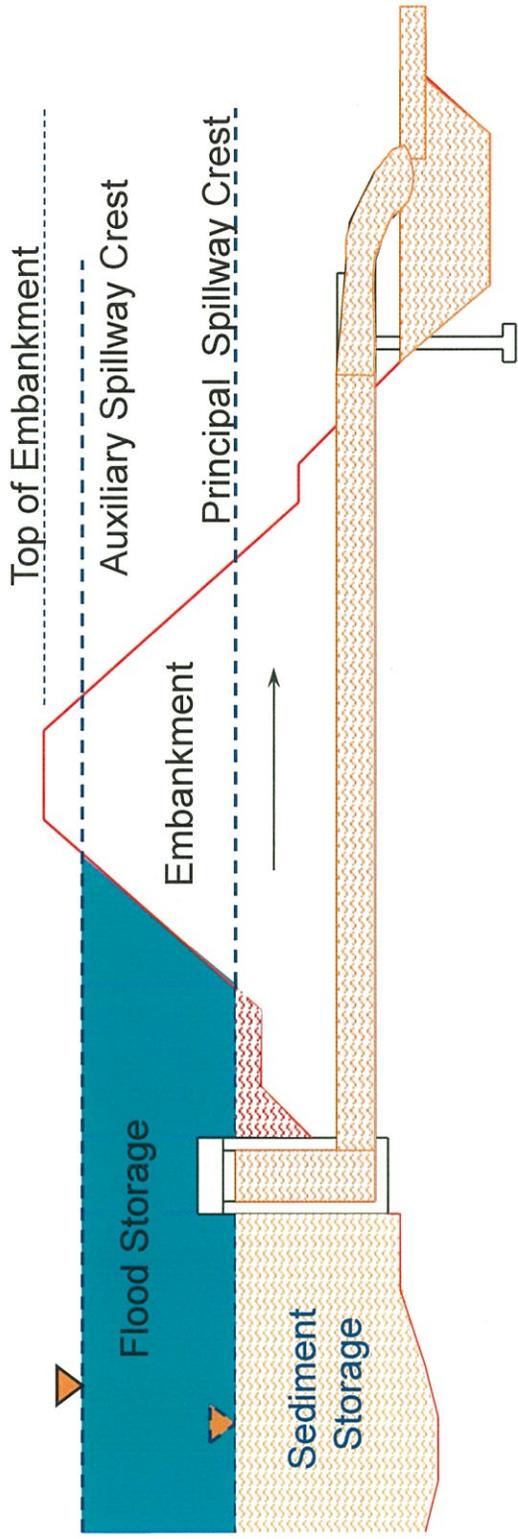
Discussion Only

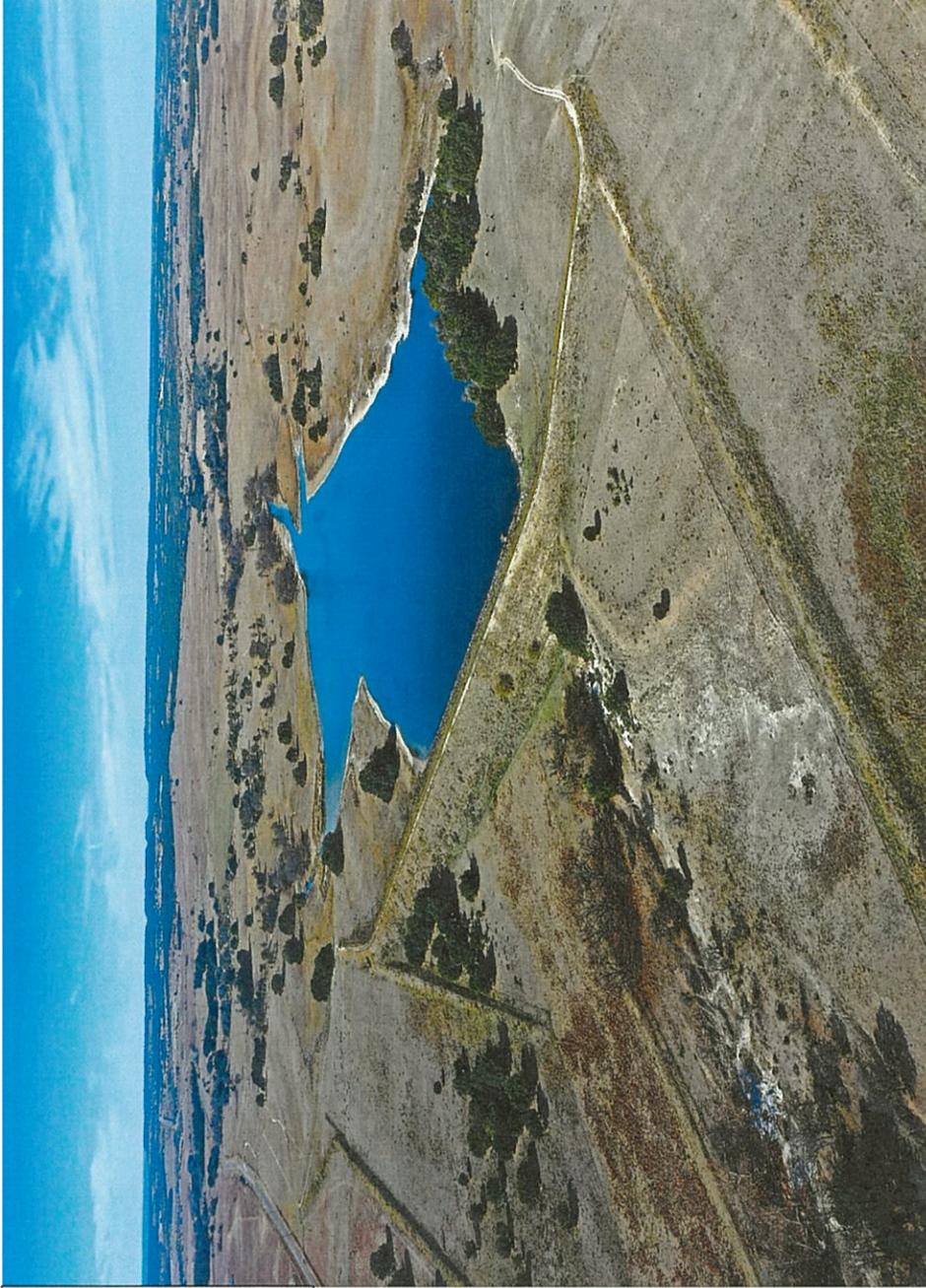
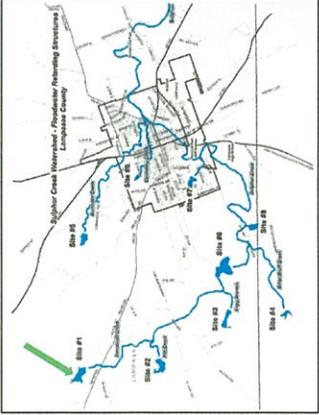
2024 LAMPASAS WCID #1 PRESENTATION

Sulphur Creek Flood Control System

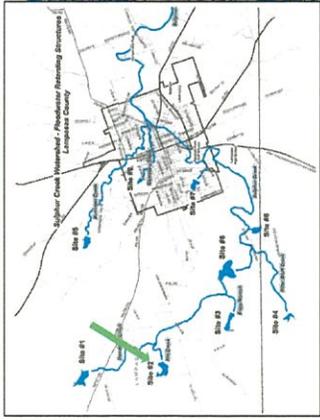


Section of a Typical Floodwater Retarding Structure Storage in Pool

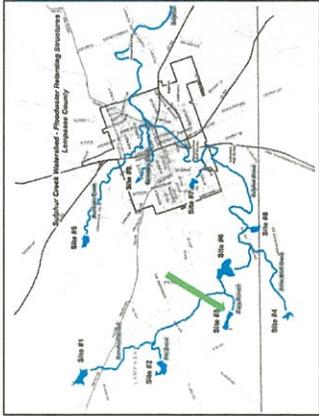
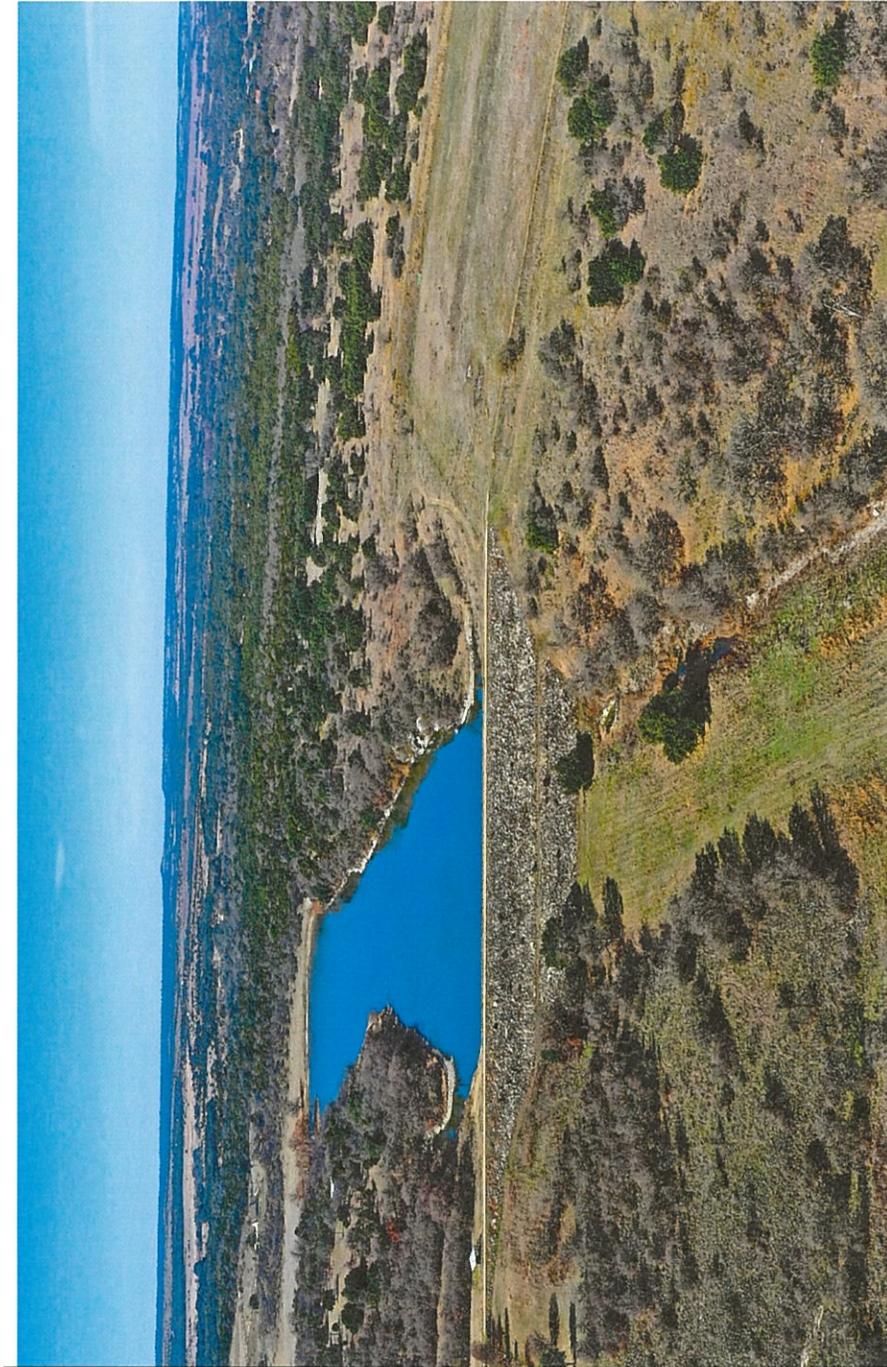




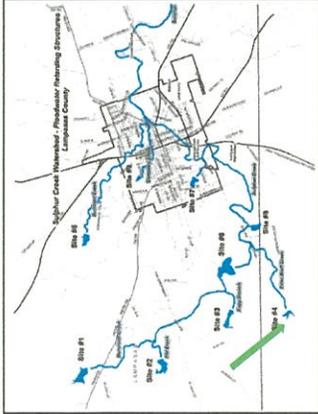
Site 1- Nash



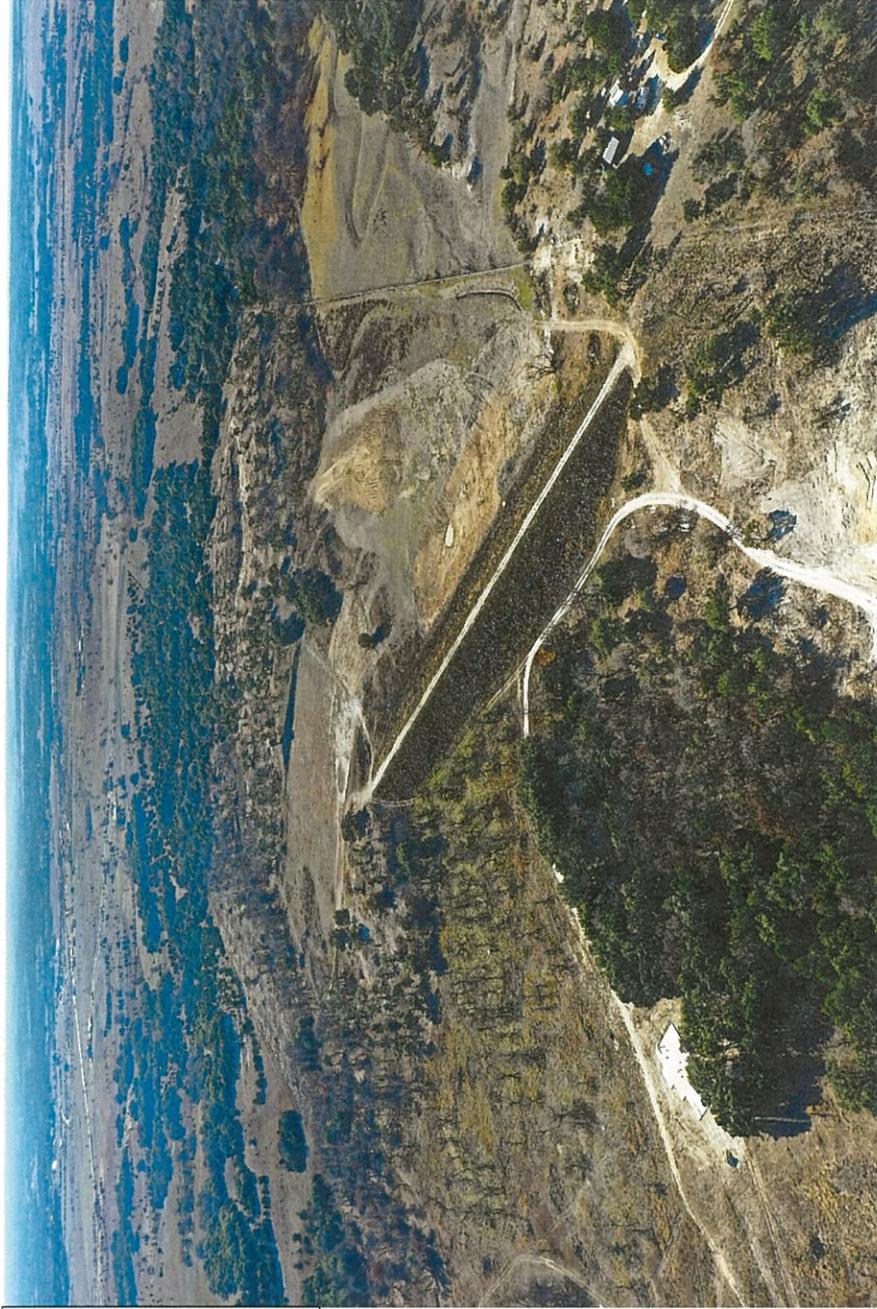
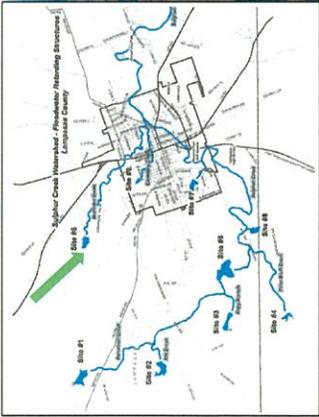
Site 2- Chapman



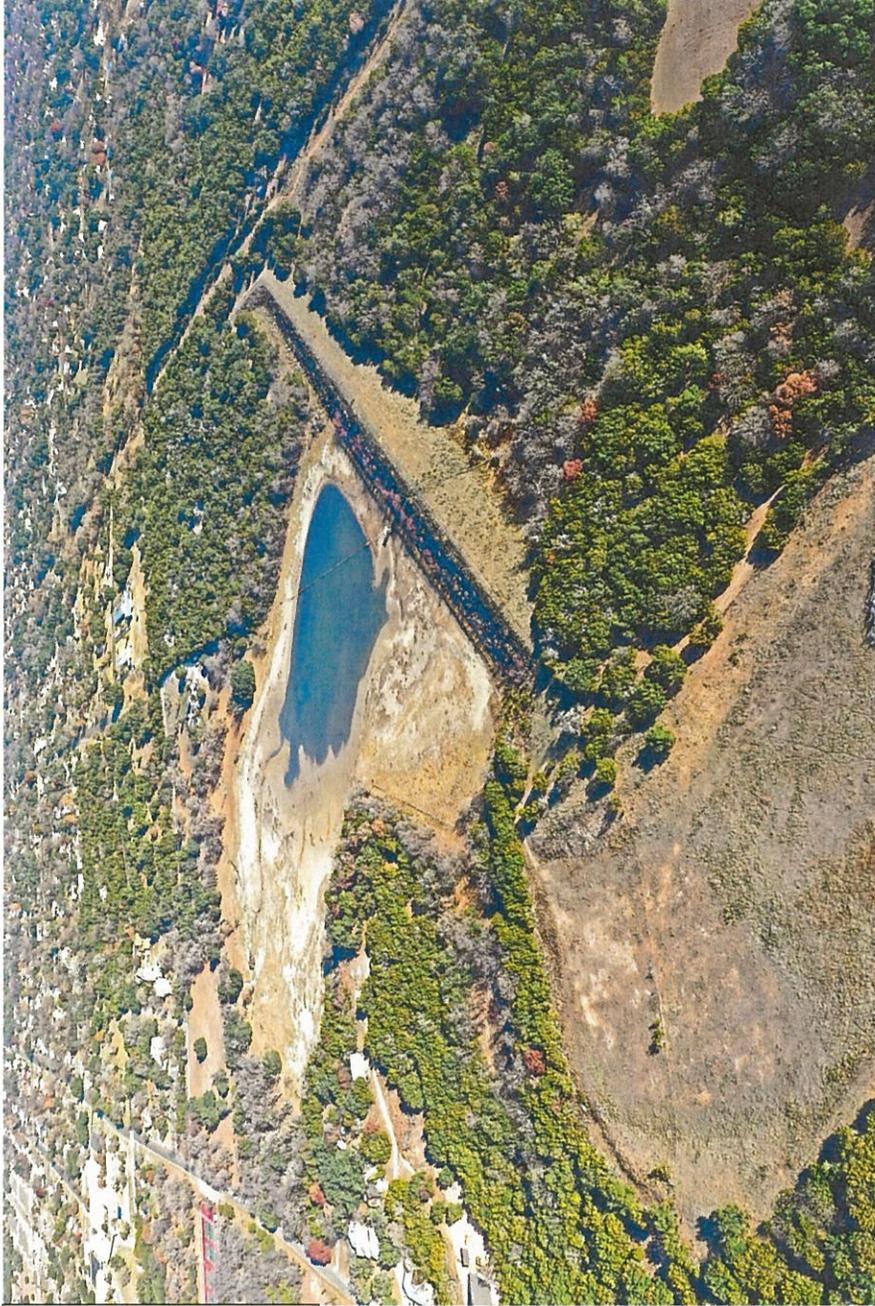
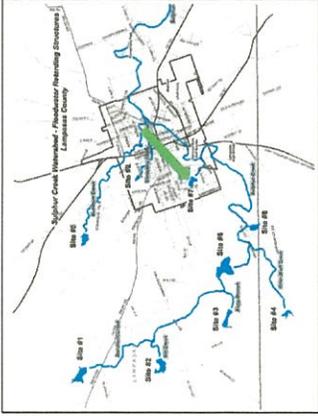
Site 3- O'Conner



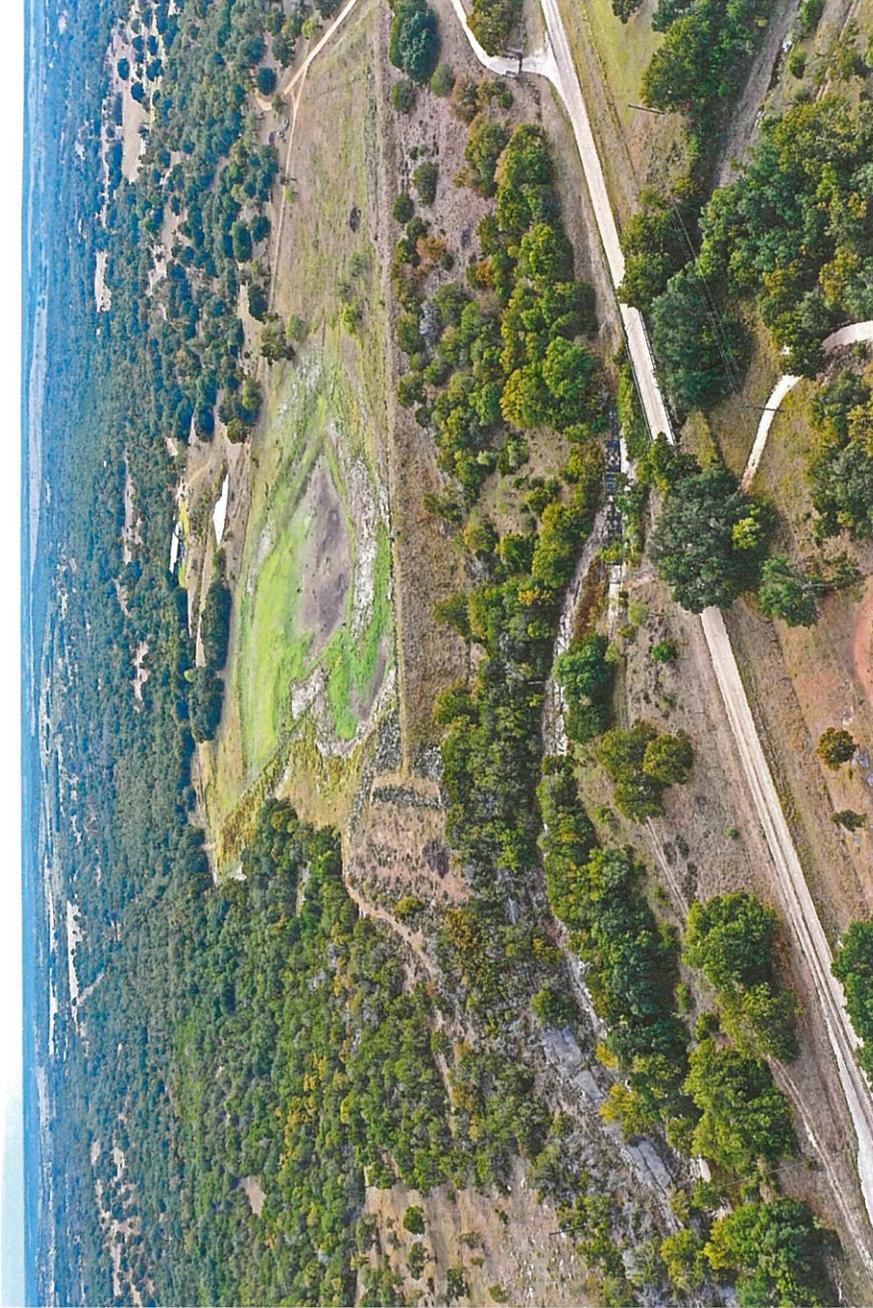
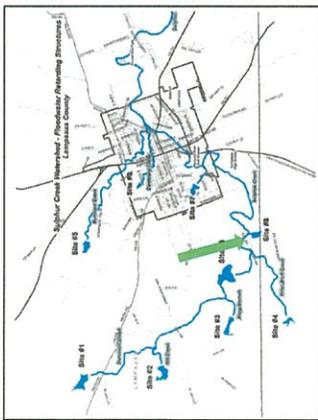
Site 4- Vann



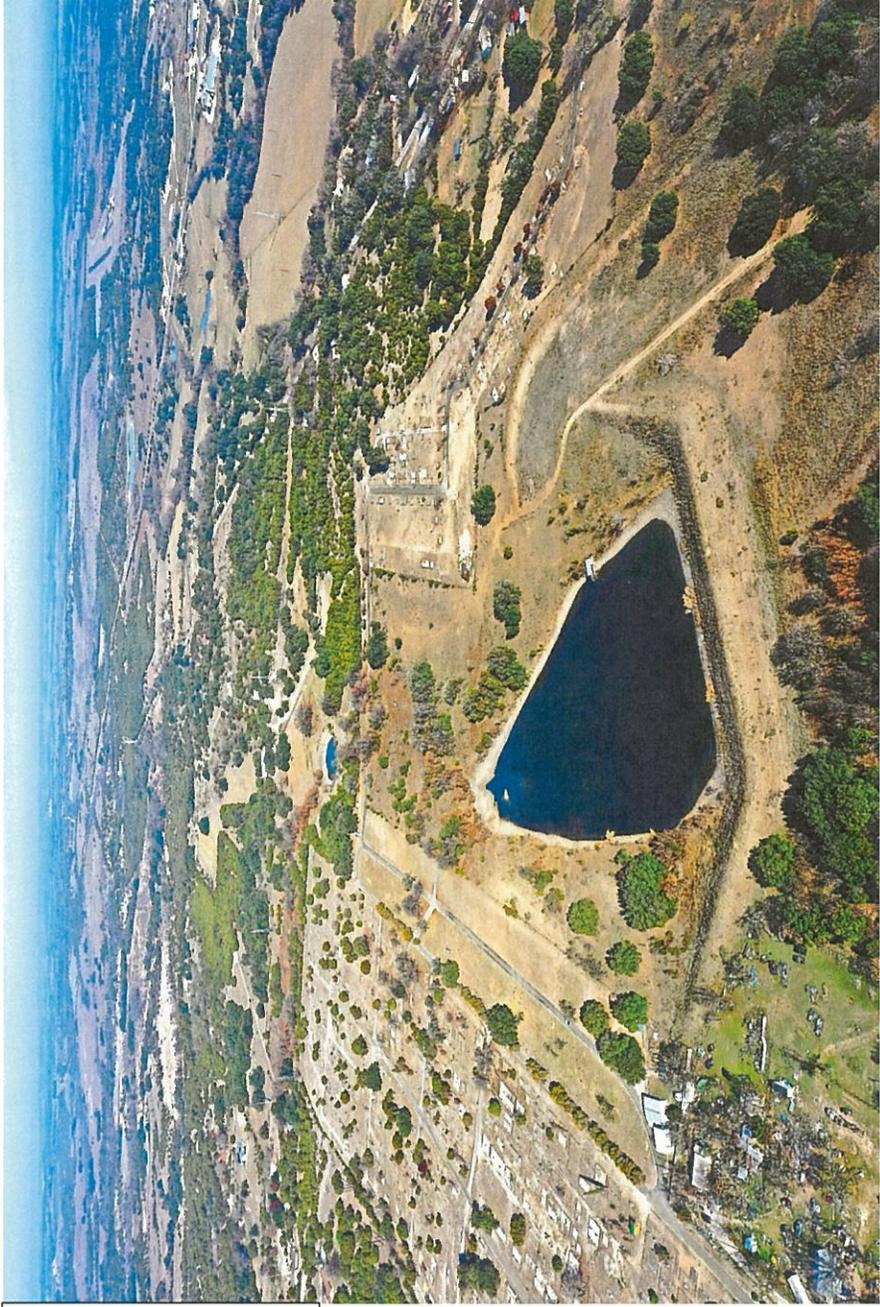
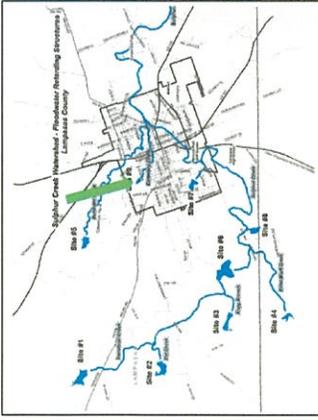
Site 5- Dubose



Site 7 - Porter



Site 8- Walker



Site 9- Levraea


City Manager

ITEM NO. WORKSHOP-3

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

Subject:

Discussion and presentation of the Lampasas Central Appraisal District (LCAD) FY 24/25 Budget.

Requested By: Finley deGraffenried, City Manager

Submitted By: Finley deGraffenried, City Manager

Date Submitted: June 20, 2024

For the Agenda of: June 24, 2024

Procurement and Funding Statement:

N/A

Attachments:

Summary Statement:

This item has been placed on the Workshop agenda to allow Susan Jones, Chief Appraiser to present the Lampasas Central Appraisal District FY 24/25 Budget. It is Staff's understanding that the budget and presentation may be modified as a result of the District Meeting on June 20, 2024. Staff will forward any updates received after publication of the packet.

Recommendation:

Discussion only

NOTICE OF PUBLIC HEARING ON
LAMPASAS CENTRAL APPRAISAL DISTRICT BUDGET

The Lampasas Central Appraisal District will hold a public hearing on a proposed budget for the 2025 fiscal year.

The public hearing will be held on June 20, 2024, at 5:30 P.M. at 109 East Fifth Street, Lampasas, TX.

A summary of the appraisal district budget follows:

The total amount of the proposed budget	\$1,108,912.88
The total amount of increase over the current year's budget	\$269,189.20
The total percentage of increase over the current year's budget	32.05%
The number of employees compensated under the proposed budget	10
The number of employees compensated under the current budget	7

The primary reason for the increase is the addition of three staff members to keep up with new construction and inspection of reappraisal properties.

The appraisal district is supported solely by payments from the local taxing units served by the appraisal district.

If approved by the appraisal district board of directors at the public hearing, this proposed budget will take effect automatically unless disapproved by the governing bodies of the county, school districts, cities and towns served by the appraisal district.

A copy of the proposed budget is available for public inspection in the office of each of those governing bodies. A copy is also available for public inspection at the appraisal district office.

Lampasas Central Appraisal District
109 East Fifth Street
P.O. Box 175
Lampasas, TX 76550
512-556-8058

ALLOCATION OF COST OF LAMPASAS CENTRAL APPRAISAL DISTRICT

Tax Unit	Levy in Lamp. Co	% of Total	% Total Collections	Appraisal Allocation	Collection Allocation	Total Allocation	Quarterly Payment
Lampasas County	\$ 12,465,220	0.3649944	0.378598843	\$ 247,936	\$ 162,656	\$ 410,592	\$ 102,647.96
Lampasas ISD	\$ 16,364,666	0.4791741	0.497034437	\$ 325,496	\$ 213,539	\$ 539,036	\$ 134,758.92
Lampasas City	\$ 2,090,254	0.0612048	0.063486063	\$ 41,576	\$ 27,275	\$ 68,851	\$ 17,212.72
Lometa ISD	\$ 1,658,072	0.04855	0.050359652	\$ 32,979	\$ 21,636	\$ 54,615	\$ 13,653.81
Copperas Cove City	\$ 593,007	0.0173639	0.006876953	\$ 11,795	\$ -	\$ 11,795	\$ 2,948.76
Kempner City	\$ 226,421	0.0066298	0.006876953	\$ 4,504	\$ 2,955	\$ 7,458	\$ 1,864.52
Evant ISD	\$ 130,756	0.0038287	0.003644052	\$ 2,601	\$ -	\$ 2,601	\$ 650.19
Lometa City	\$ 119,979	0.0035131	0.003644052	\$ 2,386	\$ 1,566	\$ 3,952	\$ 988.00
Goldthwaite CISD	\$ 498,076	0.0145842	0.003644052	\$ 9,907	\$ -	\$ 9,907	\$ 2,476.71
San Saba ISD	\$ 5,364	0.0001571	0.003644052	\$ 107	\$ -	\$ 107	\$ 26.67
Total Levy/Total Budget	\$ 34,151,815	1	\$ 32,924,612	\$ 679,286	\$ 429,627	\$ 1,108,913	\$ 277,228.25

NOTE: TOTAL & APPRAISAL ALLOCATIONS SHOULD MATCH FOR ENTITIES WE DO NOT COLLECT FOR

LAMPASAS CENTRAL APPRAISAL DISTRICT				
PROPOSED BUDGET-2025				
	2022 Actual	2023 Actual	2024 Budget	2025 Proposed
INCOME				
Income from Tax Units	\$ 587,268.00	\$ 749,124.00	\$ 839,723.68	\$ 1,108,912.88
Interest Income	\$ 230.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
Tax Certificate Income	\$ 1,310.00	\$ 10,000.00	\$ 6,000.00	\$ 6,000.00
Proceeds from leases	\$20,363.00			
Prior Year Funds Retained	\$ 11,492.00			
Total Income	\$ 620,663.00	\$ 704,922.00	\$ 840,723.68	\$ 1,119,912.88
EXPENSES				
Appraisal Firm Assistance-Capitol Appraisal Group	\$ 35,711.00	\$ 13,500.00	\$ 18,500.00	\$ 15,000.00
Audit	\$ 10,000.00	\$ 11,075.00	\$ 12,000.00	\$ 12,000.00
Appraisal Review Board	\$ 6,750.00	\$ 11,100.00	\$ 10,000.00	\$ 12,000.00
Dues and Memberships	\$ 5,326.00	\$ 1,976.00	\$ 5,000.00	\$ 5,000.00
Insurance-Bond, Liability, Bldg, Texas Employment Cor	\$ 6,274.00	\$ 6,871.00	\$ 8,250.00	\$ 9,500.00
Legal Services	\$ 600.00	\$ 2,113.00	\$ 10,000.00	\$ 10,000.00
Mapping-Pictometry	\$ 29,759.00	\$ 35,181.00	\$ 35,200.00	\$ 35,200.00
Notices and Advertisements	\$ 994.00	\$ 1,208.00	\$ 2,500.00	\$ 2,500.00
Payroll-Salaries	\$ 279,915.00	\$ 299,650.00	\$ 331,400.00	\$ 492,400.00
Payroll-Medicare & SS	\$ 21,257.00	\$ 22,394.00	\$ 25,352.10	\$ 37,668.60
Payroll-Retirement	\$ 24,541.00	\$ 24,472.00	\$ 34,697.58	\$ 51,554.28
Payroll-Medical Insurance	\$ 38,398.00	\$ 45,792.00	\$ 61,800.00	\$ 144,000.00
Contract Labor				\$ 10,000.00
Postage-Mailings	\$ 38,092.00	\$ 18,575.00	\$ 43,000.00	\$ 35,000.00
Vehicle Expense	\$ 1,521.00	\$ 732.00	\$ 3,500.00	\$ 3,500.00
Education Expenses-Tuition/Registration Fees	\$ 3,107.00	\$ 956.00	\$ 5,500.00	\$ 5,500.00
Service Contracts-(PACS/Mobile)	\$ 51,483.00	\$ 78,187.00	\$ 46,600.00	\$ 54,120.00
Office Supplies, Office Equipment Maintenance	\$ 15,442.00	\$ 20,383.00	\$ 16,000.00	\$ 17,600.00
Travel Expense		\$ 850.00	\$ 6,000.00	\$ 6,000.00
Utilities-Phone-Internet	\$ 7,782.00	\$ 7,883.00	\$ 12,000.00	\$ 12,000.00

Contingency				\$ 10,000.00	\$ 10,000.00
Computer Equipment-Copier and Supplies	\$ 4,441.00	\$ 6,274.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
Accounting Services		\$ 3,300.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00
Building Cleaning, Maintenance, Repairs		\$ 708.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
No New Revenue Website and Mailings, Notices on W	\$ 2,400.00	\$ 2,472.00	\$ 8,500.00	\$ 8,500.00	\$ 8,500.00
Software Principle and Interest			\$ 86,124.00	\$ 86,124.00	\$ 86,124.00
Homestead Exemption True Roll				\$	\$ 21,246.00
Mobile Devices			\$25,300.00		
Principal on long term debt	\$ 3,293.00	\$ 65,088.00			

Interest on long term debt	\$ 377.00	\$ 24,182.00	
Capital Outlay	\$ 30,265.00		
Computer hardware software maintenance	\$ 2,335.00		
Records management	\$ 600.00		
Total Expense	\$ 620,663.00	\$ 704,922.00	\$ 840,723.68 \$ 1,119,912.88

PAYROLL AND BENEFITS PROVIDED

	Salary	Hospital Ins	Employee Taxes	SS-Medicare	Retirement
Chief Appraiser	\$ 85,690.00	\$ 14,400.00	\$ 250.00	\$ 6,555.29	\$ 8,971.74
Mapping-Deeds Clerk	\$ 45,610.00	\$ 14,400.00	\$ 250.00	\$ 3,489.17	\$ 4,775.37
Appraiser-Supervisor	\$ 50,000.00	\$ 14,400.00	\$ 250.00	\$ 3,825.00	\$ 5,235.00
Appraiser	\$ 47,000.00	\$ 14,400.00	\$ 250.00	\$ 3,595.50	\$ 4,920.90
Collection-Supervisor Clerical	\$ 43,300.00	\$ 14,400.00	\$ 250.00	\$ 3,312.45	\$ 4,533.51
Collections-Clerical	\$ 40,300.00	\$ 14,400.00	\$ 250.00	\$ 3,082.95	\$ 4,219.41
Collections-Appraisal BPP Clerical	\$ 34,500.00	\$ 14,400.00	\$ 250.00	\$ 2,639.25	\$ 3,612.15
Deputy Chief Appraiser	\$ 75,000.00	\$ 14,400.00	\$ 250.00	\$ 5,737.50	\$ 7,852.50
Appraiser	\$40,000.00	\$ 14,400.00	\$ 250.00	\$ 3,060.00	\$ 4,188.00
Hybrid Appraiser/Collections	\$31,000.00	\$ 14,400.00	\$ 250.00	\$ 2,371.50	\$ 3,245.70
Totals	\$ 492,400.00	\$ 144,000.00	\$ 2,500.00	\$ 37,668.60	\$ 51,554.28

Medicare and Social Security \$ 21,257.00 \$ 22,394.00 \$ 25,352.10 \$ 37,668.60

This account covers the employer contributions for each employee to social security and medicare.

Retirement \$ 24,541.00 \$ 24,472.00 \$ 34,697.58 \$ 51,554.28

The Board of Directors moved the retirement system from a private system to Texas County and District Retirement system in December, 2019. This system provides a more stable retirement program than the private one at a similar cost

Medical Insurance \$ 38,398.00 \$ 55,534.00 \$ 60,490.00 \$ 144,000.00

Typically a 15% increase is budgeted based on typical increases in insurance programs. The district budgeted a 15% increase.

Workers' Compensation \$ - \$ - \$ - \$ 10,000.00

This District provides workers' compensation insurance through the Texas Municipal League.

Postage \$ 38,092.00 \$ 18,575.00 \$ 43,000.00 \$35,000.00

The District mails notices to all accounts that increase more than \$1000 in value, all business personal property accounts, and all tax bills. Additionally, there are numerous other mailings required by law. Many mailings are required to be sent via certified mail.

Vehicle Expense \$ 1,521.00 \$ 732.00 \$ 3,500.00 \$ 3,500.00

The District owns an older vehicle, but plans to discontinue it's use in the near future.

Education \$ 3,107.00 \$ 956.00 \$ 5,500.00 \$ 5,500.00

Classes are required for all employees registered with the Texas Department of Licensing and Regulation. Basic

Homestead Exemption

SB 1801 requires appraisal districts to review each homestead exemption at least once every five years to confirm that the property still qualifies for the exemption. LCAD will be using True Roll to assist with this.

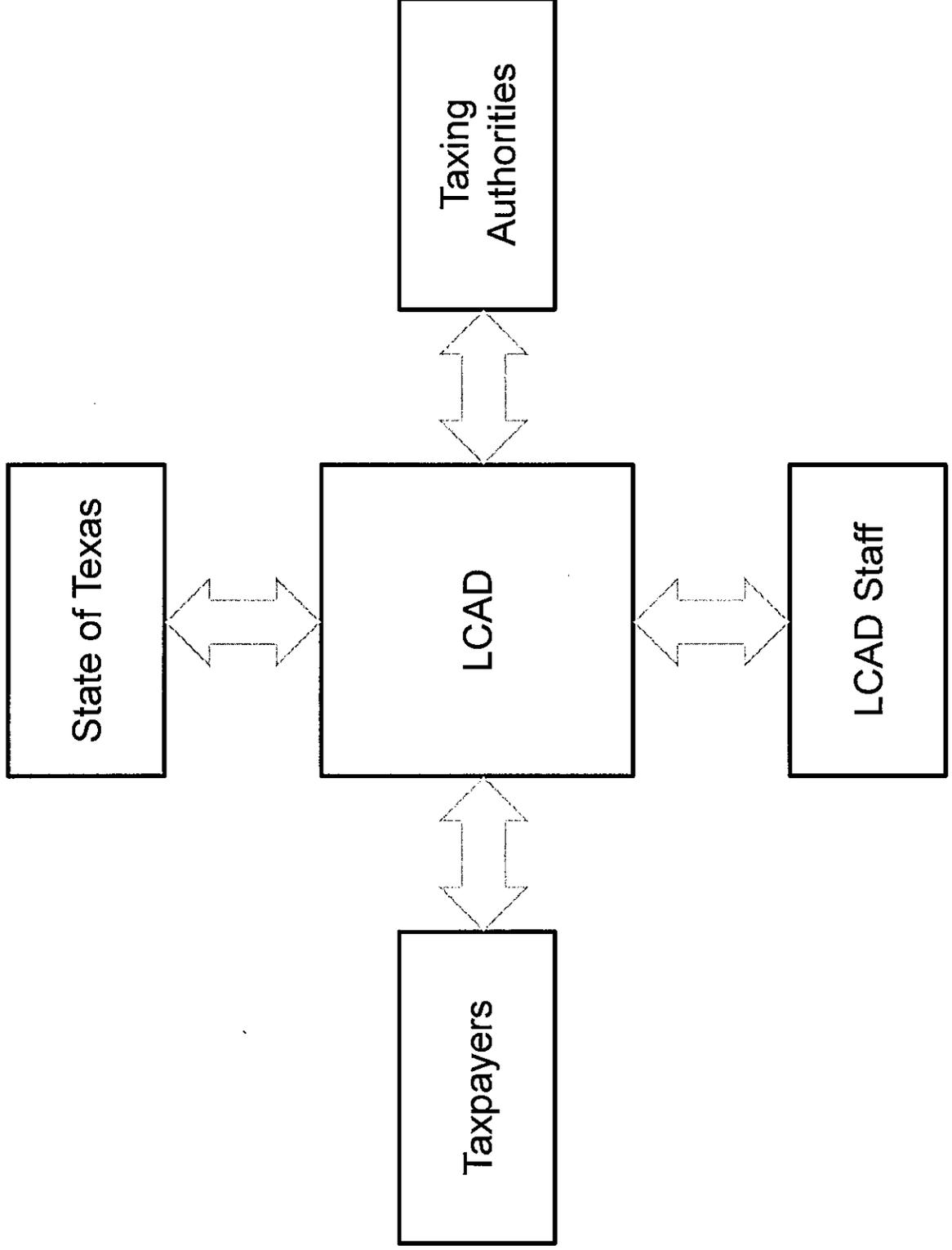
**New Items: Homestead Exemption, ARB Website, Ipad Serv-Connection & Svc Contract
If we add new employees: Salaries, insurance, retirement, new computers, rewired building, new telephone lines, 3 new licenses for PACS**

DRAFT

LCAD Update

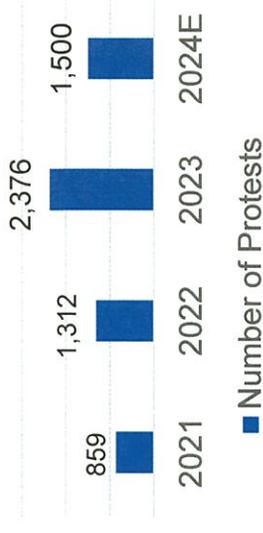
Meetings with Taxing Authorities
June, 2024

The Constituents of LCAD:



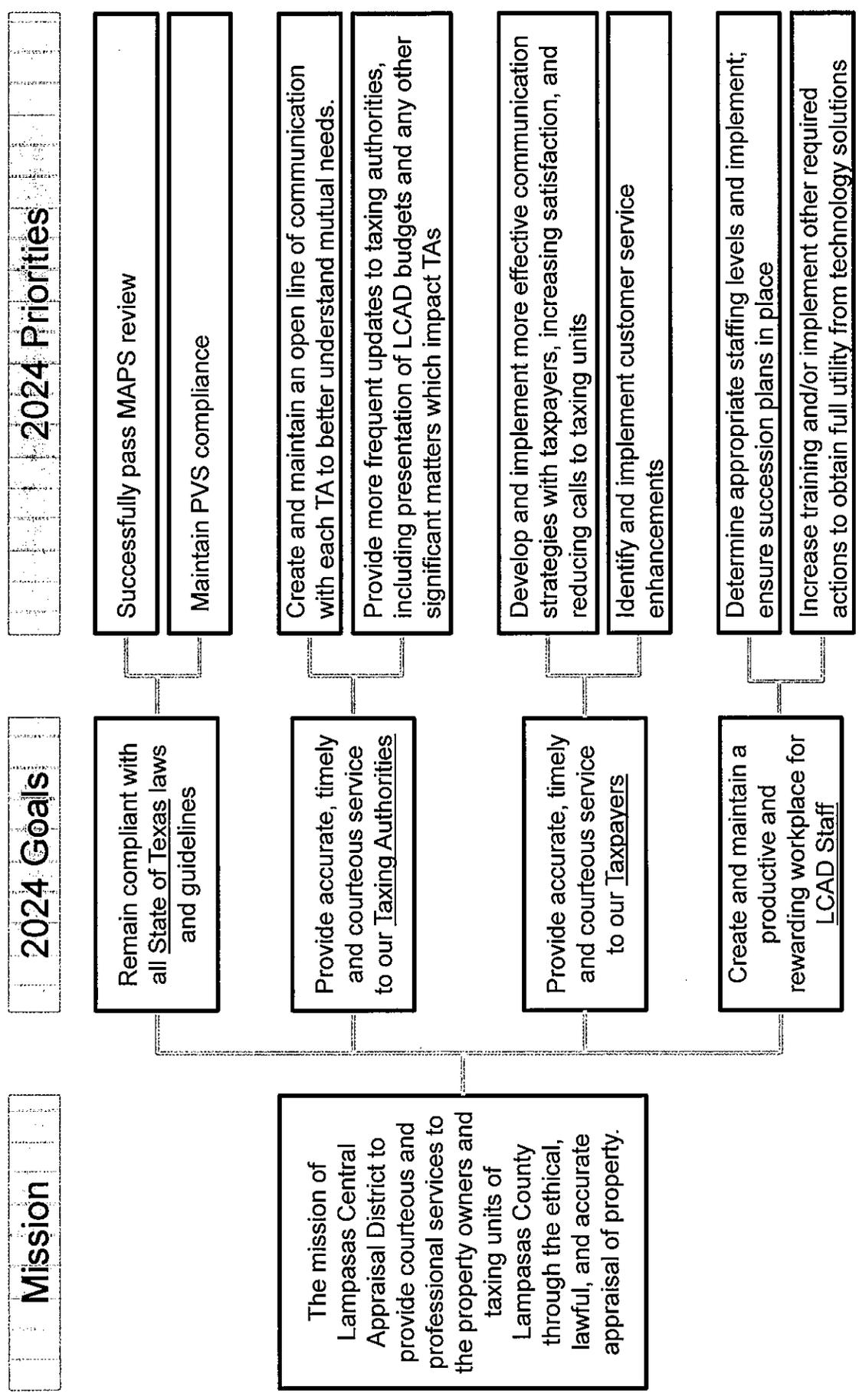
LCAD Status Summary as of 4/30/24:

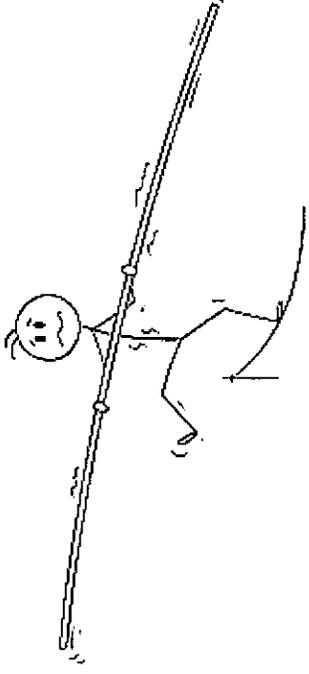
- On 1/31/24 the Texas State Comptroller found our School District Property Value Study (PVS) to be valid. (Methods and Assistance Program Review (MAPs) to be completed this year.)



- The Appraisal Review Board handled 2,376 protests in 2023, completing the process on 1/5/2024.
- After numerous months with vacancies, LCAD is now fully staffed to the currently approved budget.
- Since conversion in April 2023, the new software from Harris Govern has been problematic. Additional training from the company has addressed most of those concerns.
 - LCAD is implementing a mobile system which will make field appraisers more efficient.
- LCAD has engaged BIS Consultants to refine the county's GIS (Geographic Information System) data which will result in much more accurate and efficient property maps (benefiting appraisers and all users of the District's website).
- LCAD has adopted a mission statement for the organization and is nearing completion of a 2024 planning process.

Summary of 2024 LCAD Goals and Priorities:



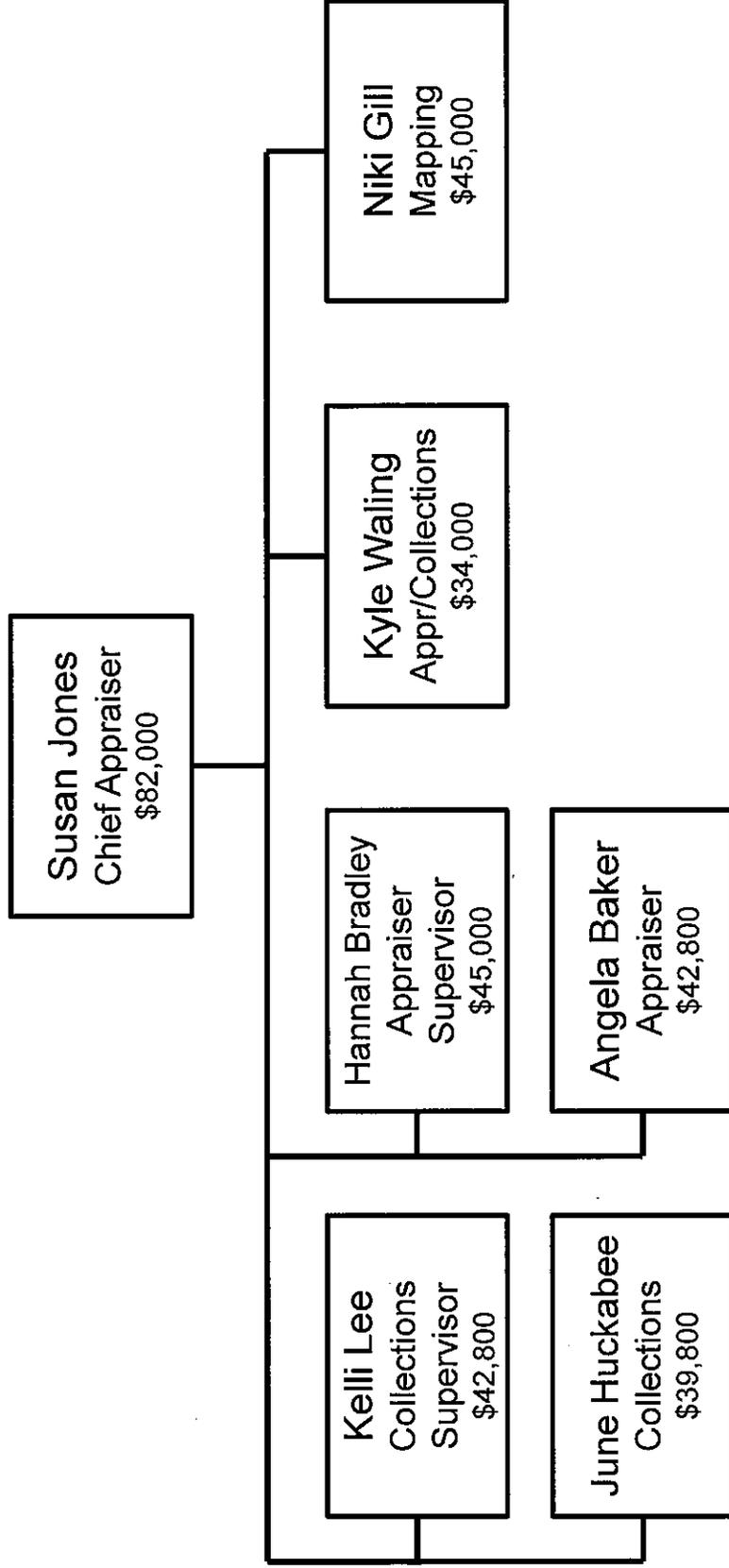


- Section 25.18 of the Texas Property Tax Code, appraisal offices must implement a plan for periodic reappraisal of property. The plan must provide for the reappraisal of all real and personal property in the district at least once every three years.
- There are currently 10,108 parcels in Lampasas County that need to be reappraised, as well as the scheduled properties subject to the three-year reappraisal plan.
- Due to lack of resources and necessary staff, these responsibilities are prioritized and at times delayed.
- In addition to this statutory requirement of appraisal districts, servicing the growth in population of the county, it is anticipated that protests will continue to increase year-over-year.
- The appraisal district has also continued to utilize current resources to conduct field checks of agricultural and wildlife properties, process exemption applications, and assist with collections and customer service.

The appraisal district has conducted a reappraisal on 2,400 properties with a goal of completing reappraisal on the additional 10,108 properties by December 2026. That timeline would be accelerated with the addition of more appraisers. Of the 2,400 properties reappraised, 20% have shown an increase resulting in an additional \$120,000,000 in value. If the trend continues, additional value is expected.



Current LCAD Organization:



2025 SALARY STUDY

County	Chief Appraiser/ Experience	Deputy	Director Appraiser/ Experience	Appraiser/ Experience	Director Collection/ Experience	Collection Clerk/ Experience	Appraise/ Collection Experience	Deeds Mapping/ Experience	School Enrollment	Population	Budget	Number Staff	Appraise & Collect	Parcel Count/ (A & E)
Lampasas	\$82,000 10 years (3yrs. C.A.)		\$45,000 3 years	\$42,800 1 year	\$42,800 3 years	\$39,800 6 months	\$34,000 new	\$45,000 3.5 years	3,802	23,929	\$839,724	7	YES	24,001 (12,207)
Bee	\$80,000 4 years		\$33,000 Exemptions Clerk	\$33,000 ARB Clerk	\$31,275 Customer Svc Clerk	\$34,430			7,373	29,526	\$985,812	5	NO COLL- APPR. CONTRACT	33,102 (10,372)
Blanco	\$106,504 25 yrs.	\$70,000 6 yrs.	\$70,000 Comm. Appr. 14 yrs.	\$61,489 BPP Appr. 10 yrs.	\$61,489 15 yrs.	\$73,000 Admin. Asst. 35 yrs.	\$55,161 5 yrs. Appraiser		1,810	16,000	\$1,066,789	6	YES	16,000 (8,003)
Borden	\$61,105 12 years	\$45,423 10 yrs.		\$43,992 + \$5000 auto 5 yrs.	Others hourly	\$37,918 5 yrs. receptionist	\$31,200 + \$5000 auto 1 year	\$21.63 hr.	245	513	\$380,305	2	APPR. CONTRACT	28,000 20,356 Oil/Gas (485)
Bosque	\$88,005 + \$12,720 auto 12 years	\$79,949 + \$12,720 auto 12 years	\$63,500 + \$3600 auto 12 yrs.	\$66,000- \$42,000 32 yrs.-new	\$50,000- \$30,000 24 yrs.-new	\$51,000 Exempt & Bkbp Clerk			6,064	19,101	\$1,046,493	8	NO COLL	21,719 (11,010)
Burnet	\$142,140 37 years	\$80,000 14 years		\$66,000- \$42,000 32 yrs.-new	\$50,000- \$30,000 24 yrs.-new	\$51,000 Exempt & Bkbp Clerk			7,291	55,346	\$2,396,122	19	YES	55,419
Camp	\$102,570 + \$10,800 42 yrs.	\$68,050 + \$12,000 42 yrs.		\$50,020 10 yrs.	\$50,020 10 yrs.	\$48,340 25 years	\$30,530	\$36,470 2 yrs.	2,352	12,470	\$826,520	6	YES	17,477 (6,497)
Clay	\$66,000 9 yrs.		\$38,000 BPP new	\$38,000 new	\$46,000 Bkbp 3 yrs.	\$34,000 New	\$39,000 reception 10 yrs.	\$34,000 new	5,522	10,828	\$715,562	6	APPR. CONTRACT	17,375 (6,208)
Coleman	\$90,000 30 yrs. \$700 auto \$100 cell	\$61,000 + \$6600 auto	\$50,000 Off. Mgr. 25 yrs.	\$31,200 BPP New	\$50,000 Bkbp 3 yrs.	\$31,200 New	\$31,200 vacant		1,343	7,200	\$717,485	5	APPR. CONTRACT	15,428
Coryell	\$103,600 + \$6600 auto 25 yrs.	\$61,000 + \$6600 auto	\$44,000- \$31,200 Range + \$6600 auto						11,559	86,359		12	NO COLL	35,000
Culberson	\$74,592 10 yrs.	\$59,920 10 yrs.			\$54,600 1 year	\$46,403 1 year			360	2,104	\$722,832	4	APPR. CONTRACT	13,663 (3,051)

County	Chief Appraiser/ Experience	Deputy	Director Appraiser/ Experience	Appraiser/ Experience	Director Collection/ Experience	Collection Clerk/ Experience	Appraiser/ Collection Experience	Deeds Mapping/ Experience	School Enrollment	Population	Budget	Number Staff	Appraise & Collect	Parcel Count/ (A & E)
Falls	\$80,012 15 yrs.		\$46,102 + \$6550 auto 15 yrs.	\$34,000 + \$6550 auto 1 yr.	\$49,123 Adm. Asst. 10 yrs.	\$38,408- \$18,278 Other staff & Part Time			2,234	16,949	\$805,210	8.5	NO COLL.	19,549 (9,040)
Fayette	\$105,466 30 yrs.	\$71,438 41 yrs.	\$53,706- \$42,432 Range 6-15 yrs.	\$53,541 Prop. Data Mgr. 27 yrs.	\$50,850 25 yrs.	\$40,800 17 yrs.	\$52,010 Office Mgr 19 yrs.	\$57,054 38 yrs.	3,723	25,401	\$1,456,120	12	YES	28,500
Gillespie	\$106,500 26 yrs.	\$76,500 17 yrs.	\$67,550- \$43,500 23 yrs.-new	\$69,150 9 yrs.	\$38,750 5 yrs.			\$53,150 Abs- Exempt 32 yrs.	3,700	27,867	\$1,546,985	15	YES	33,929 (7,246)
Hamilton	\$85,000 10 yrs.	\$60,000 12 yrs.	\$42,000 2 yrs.		\$35,000 2 yrs.			\$53,000 17 yrs.	1,566	8,418	\$817,444	5	APPR. CONTRACT	15,000 (5,635)
Houston	\$106,605 43 yrs.	\$94,556 31 yrs.	\$77,459 21 yrs.	\$63,918- \$58,529 3 yrs.-new	\$53,267 4 yrs.	\$49,825 1 yr.		\$58,462 9 yrs.	4,950	21,934	\$1,197,114	10	YES	39,826 (11,395)
Howard	\$85,490 3 yrs.	\$63,345 3 yrs.	\$44,990- \$43,960 4yr-new					\$38,767 2 yrs.	7,069	34,800	\$1,108,090	8	NO COLL.	23,000 (13,233)
Jones	\$80,468 1 yr.			\$41,164 11 yrs.	\$35,700 1 yr.			\$61,410- \$48,551 28-16 yrs.	2,658	19,873	\$727,412	6	APPR. CONTRACT	25,799
Llano	\$92,034 unknown	\$70,337 unknown	\$53,073- \$43,419 unk.					\$38,085 unk.	2,659	23,594	\$1,191,493	11	YES	37,788 (15,840)
Milam	\$120,000 5 yrs.	\$73,000 9 yrs.	\$66,000- \$31,000 10 yrs. - new	\$60,000- \$40,000 9 yrs.-new	\$40,000 25 yrs.	\$35,000 ½ yr.		\$41,000 6 yrs.	3,988	26,506	\$1,392,600	12	NO COLL.	24,035
Titus	\$150,000 15 yrs.	\$80,000 vacant	\$45,000 5 yrs.	\$40,000- \$40,000 5 yrs.-new	\$40,000 25 yrs.				6,985	31,092	1,522,909	13	YES	28,723 (12,485)
Uvalde	\$105,240 46 yrs.		\$70,310 26 yrs.	\$49,954- \$40,100 4yrs.-2yrs.	\$62,400 26 yrs.	\$34,896 4 yrs.		\$33,881 4 yrs.	4,116	23,828	1,501,600	14	YES	24,687 (12,147)
Wilbarger	\$87,020 41 yrs.	\$41,604 5 yrs.	\$73,845 unk.						2,402	12,097	\$654,795	5	NO COLL.	18,796
Zavala	\$74,000 28 yrs.	\$37,000 4 yrs.	\$32,000- \$26,960 unk.		\$44,612 unk.	\$26,960 unk.			2,263	9,157	\$895,769	9	YES	10,654 (4,901)

All of the districts surveyed have the Texas County and District Retirement System. All of the districts surveyed pay 100% of health care for the employee. All but 5 districts offered dental insurance. All but 2 offered life insurance (In previous years Lampasas offered life, however, it is no longer offered due to the loss of TML insurance). All but 7 districts offered vision. 8 districts offer disability insurance. The primary health insurance company providing services is Blue Cross-Blue Shield, although through sources such as TML, TAC, or others.

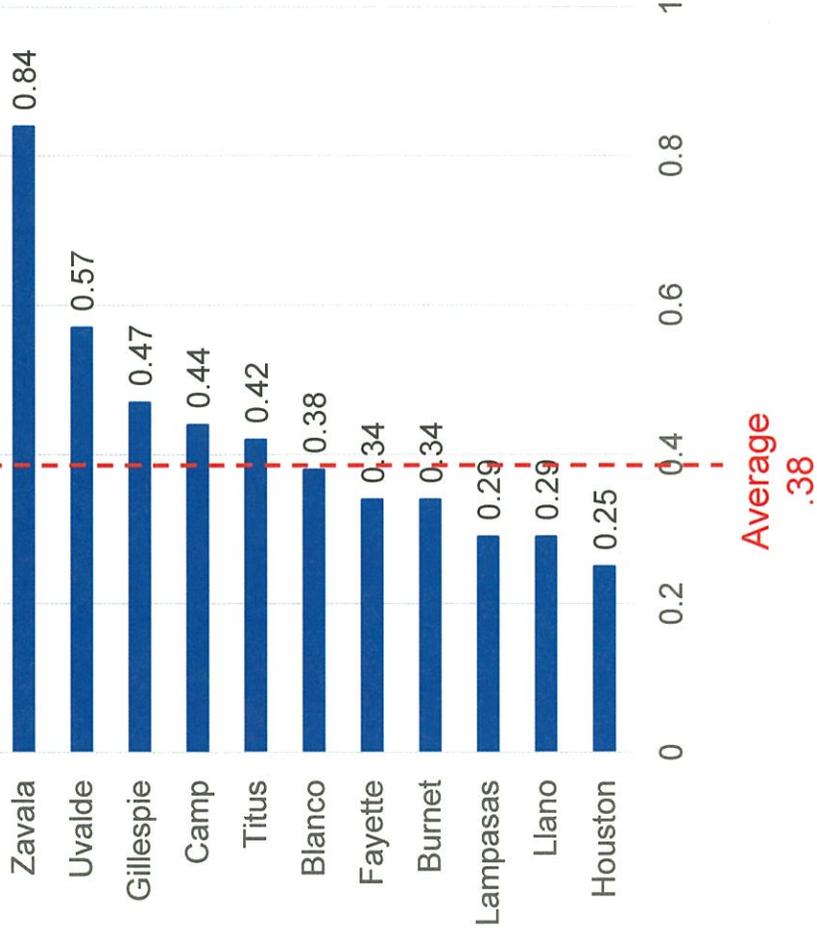
All but two districts offer 12 sick days per year (Lampasas is one of the two that does not offer one sick day per month). All districts offer vacation days based off of years of service ranging from 2-4 weeks per year. 9 districts offered longevity pay.

LCAD Staffing Analysis:

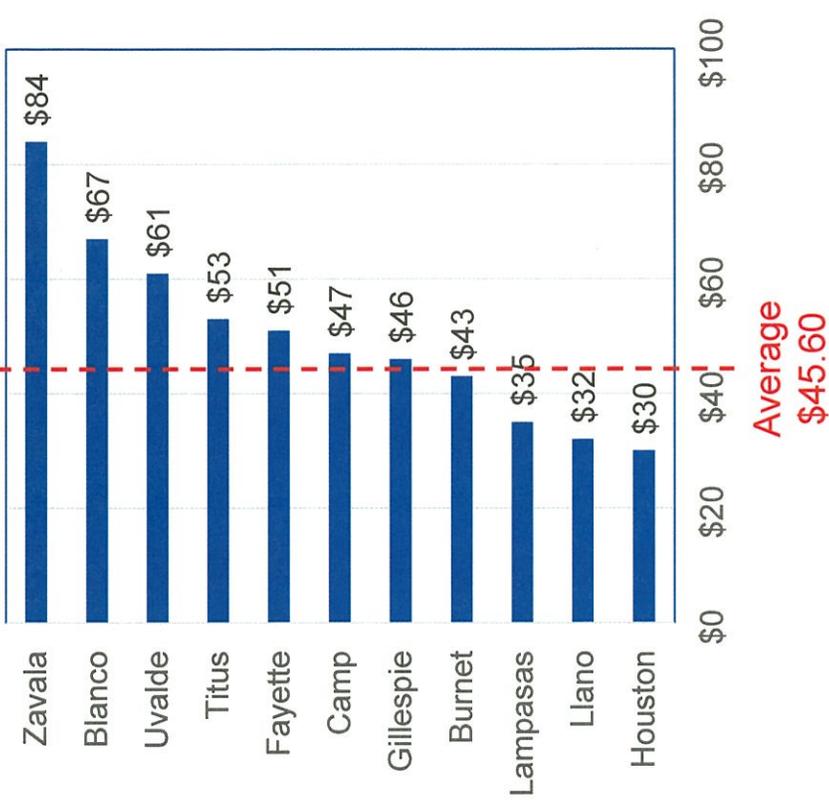
Staffing Data for Nearby, Similarly-Sized or Surrounding CADs Which Appraise & Collect

Only a handful of CADS both appraise & collect

Staff per 1,000 Parcels:



Staff Budget per Parcel:



Proposed Headcount Additions:

Priority	Role	Target Salary	Rationale
1	Deputy Chief Appraiser	\$75,000	Assist Chief Appraiser in maintaining the efficient operation of the District, assist with the reappraisal properties
2	Appraiser	\$40,000	Assist with residential and commercial appraisals, assist with reappraisals, Business Personal Property and Ag/Wildlife, assist with the reappraisal properties
3	Hybrid Appraiser/Collections	\$31,000	Assist with residential and commercial appraisals, assist with reappraisals, Business Personal Property and Ag/Wildlife; assist with collection of taxes

Total Target Salary for Proposed New Positions
\$146,000

Taxes and Benefits for Proposed New Positions
\$70,403

Total Cost of Proposed New Positions
\$216,403

LAMPASAS CENTRAL APPRAISAL DISTRICT
PROPOSED BUDGET-2025

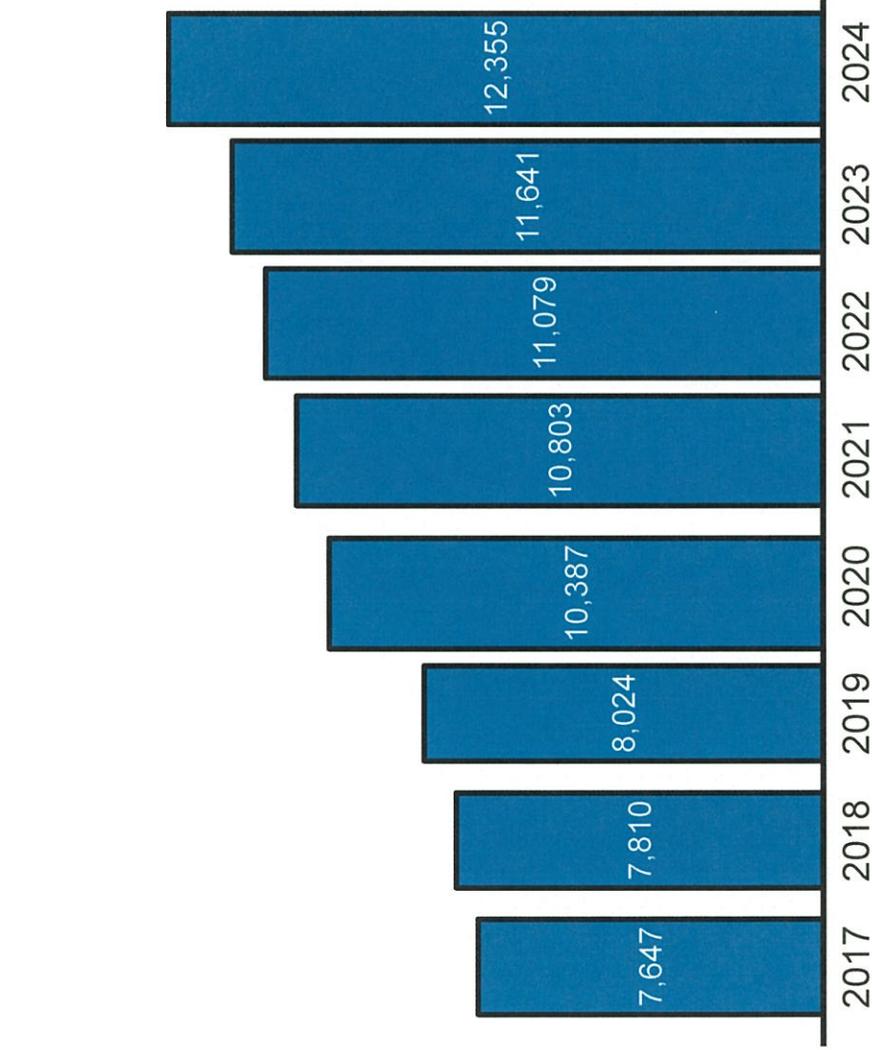
	2022 Actual	2023 Actual	2024 Budget	2025 Proposed
INCOME				
Income from Tax Units	\$ 587,268.00	\$ 749,124.00	\$ 899,723.68	\$ 1,108,912.88
Interest Income	\$ 230.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
Tax Certificate Income	\$ 1,310.00	\$ 10,000.00	\$ 6,000.00	\$ 6,000.00
Proceeds from leases	\$20,363.00			
Prior Year Funds Retained	\$ 11,492.00			
Total Income	\$ 620,663.00	\$ 704,922.00	\$ 840,723.68	\$ 1,119,912.88
EXPENSES				
Appraisal Firm Assistance-Capitol Appraisal Group	\$ 35,711.00	\$ 13,500.00	\$ 18,500.00	\$ 15,000.00
Audit	\$ 10,000.00	\$ 11,075.00	\$ 12,000.00	\$ 12,000.00
Appraisal Review Board	\$ 6,750.00	\$ 11,100.00	\$ 10,000.00	\$ 12,000.00
Dues and Memberships	\$ 5,326.00	\$ 1,976.00	\$ 5,000.00	\$ 5,000.00
Insurance-Bond, Liability, Bldg, Texas Employment Commission Payroll-Workers Comp- Unemployment	\$ 6,274.00	\$ 6,871.00	\$ 8,250.00	\$ 9,500.00
Legal Services	\$ 600.00	\$ 2,113.00	\$ 10,000.00	\$ 10,000.00
Mapping-Pictometry	\$ 29,759.00	\$ 35,181.00	\$ 35,200.00	\$ 35,200.00
Notices and Advertisements	\$ 994.00	\$ 1,208.00	\$ 2,500.00	\$ 2,500.00
Payroll-Salaries	\$ 279,915.00	\$ 299,650.00	\$ 331,400.00	\$ 482,400.00
Payroll-Medicare & SS	\$ 21,257.00	\$ 22,394.00	\$ 25,352.10	\$ 37,668.60
Payroll-Retirement	\$ 24,541.00	\$ 24,472.00	\$ 34,697.58	\$ 51,554.28
Payroll-Medical Insurance	\$ 38,398.00	\$ 45,792.00	\$ 61,800.00	\$ 144,000.00
Contract Labor				\$ 10,000.00
Postage-Mailings	\$ 38,092.00	\$ 18,575.00	\$ 43,000.00	\$ 35,000.00
Vehicle Expense	\$ 1,521.00	\$ 732.00	\$ 3,500.00	\$ 3,500.00
Education Expenses-Tuition/Registration Fees	\$ 3,107.00	\$ 956.00	\$ 5,500.00	\$ 5,500.00
Service Contracts-(PACS/Mobile)	\$ 51,483.00	\$ 78,187.00	\$ 46,600.00	\$ 54,120.00
Office Supplies, Office Equipment Maintenance	\$ 15,442.00	\$ 20,383.00	\$ 16,000.00	\$ 17,600.00
Travel Expense		\$ 850.00	\$ 6,000.00	\$ 6,000.00
Utilities-Phone-Internet	\$ 7,762.00	\$ 7,883.00	\$ 12,000.00	\$ 12,000.00
Contingency			\$ 10,000.00	\$ 10,000.00
Computer Equipment-Copier and Supplies	\$ 4,441.00	\$ 6,274.00	\$ 10,000.00	\$ 10,000.00
Accounting Services		\$ 3,300.00	\$ 3,500.00	\$ 3,500.00
Building Cleaning, Maintenance, Repairs		\$ 708.00	\$ 10,000.00	\$ 10,000.00
No New Revenue Website and Mailings, Notices on Website, ARB Database	\$ 2,400.00	\$ 2,472.00	\$ 8,500.00	\$ 8,500.00
Software Principle and Interest			\$ 86,124.00	\$ 86,124.00
Homeslead Exemption True Roll				\$ 21,246.00
Mobile Devices				\$ 25,300.00
Principal on long term debt	\$ 3,293.00	\$ 65,088.00		
Interest on long term debt	\$ 377.00	\$ 24,182.00		
Capital Outlay	\$ 30,265.00			
Computer hardware software maintenance	\$ 2,335.00			
Records management	\$ 600.00			
Total Expense	\$ 620,663.00	\$ 704,922.00	\$ 840,723.68	\$ 1,119,912.88

PAYROLL AND BENEFITS PROVIDED

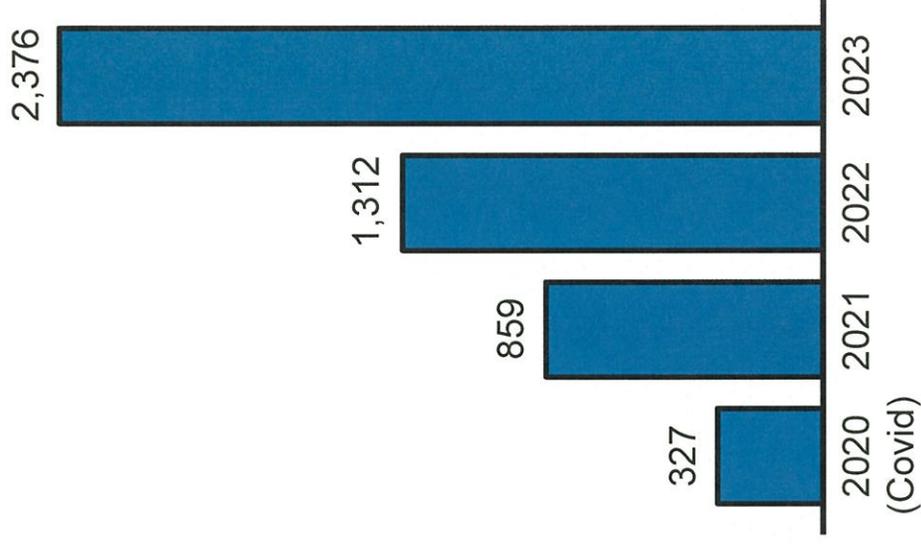
	Salary	Hospital Ins	Employee Taxes	SS-Medicare	Retirement
Chief Appraiser	\$ 85,690.00	\$ 14,400.00	\$ 250.00	\$ 6,555.29	\$ 8,971.74
Mapping-Deeds Clerk	\$ 45,610.00	\$ 14,400.00	\$ 250.00	\$ 3,489.17	\$ 4,775.37
Appraiser-Supervisor	\$ 50,000.00	\$ 14,400.00	\$ 250.00	\$ 3,825.00	\$ 5,235.00
Appraiser	\$ 47,000.00	\$ 14,400.00	\$ 250.00	\$ 3,595.50	\$ 4,920.90
Collection-Supervisor Clerical	\$ 43,300.00	\$ 14,400.00	\$ 250.00	\$ 3,312.45	\$ 4,533.51
Collections-Clerical	\$ 40,300.00	\$ 14,400.00	\$ 250.00	\$ 3,082.95	\$ 4,219.41
Collections-Appraisal BPP Clerical	\$ 34,500.00	\$ 14,400.00	\$ 250.00	\$ 2,639.25	\$ 3,612.15
Deputy Chief Appraiser	\$ 75,000.00	\$ 14,400.00	\$ 250.00	\$ 5,737.50	\$ 7,852.50
Appraiser	\$40,000.00	\$ 14,400.00	\$ 250.00	\$ 3,060.00	\$ 4,188.00
Hybrid Appraiser/Collections	\$31,000.00	\$ 14,400.00	\$ 250.00	\$ 2,371.50	\$ 3,245.70
Totals	\$ 492,400.00	\$ 144,000.00	\$ 2,500.00	\$ 37,668.60	\$ 51,554.28

Increased Workload for LCAD:

Lampasas County Home Growth

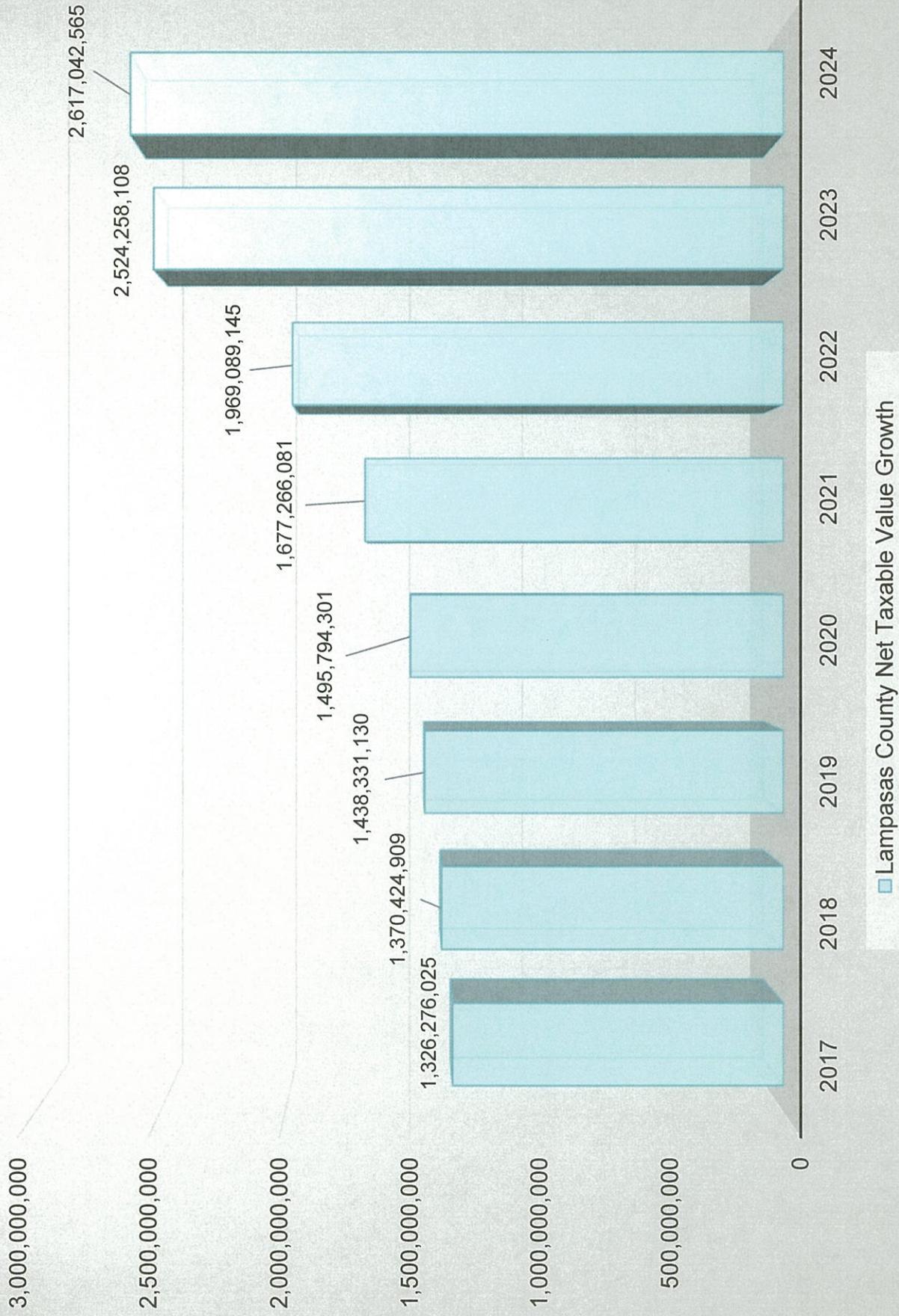


Protest Count

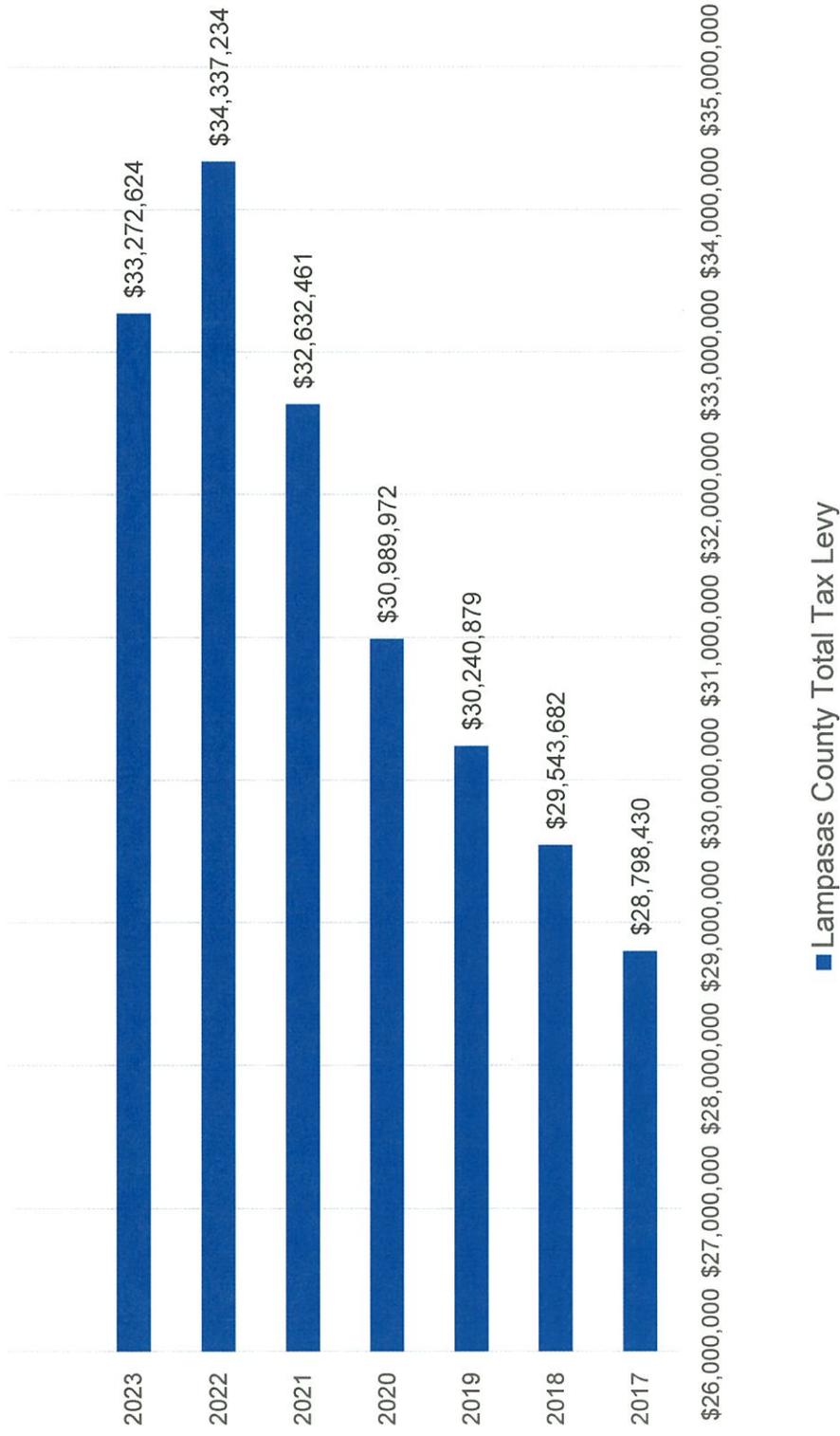


Despite County Growth LCAD Staff Has Remained at 7

Lampasas County Net Taxable Value Growth



Lampasas County Total Tax Levy



***If collections were split as it is in most districts to the Tax Assessor/Collector's Office, that office would need additional staff to fulfill those duties.**

Appendix:

- Key Dates
- Proposed 2025 Budget Details

Key Dates:

- January 1** The assessed value of property is as of January 1st each year. It is referred to as the assessed value effective date.
- January 31 Deadline** Deadline to pay property tax for prior year taxes. Penalty and interest apply to delinquent payments.
- April 15 Deadline** Deadline for businesses to file rendition forms. There is an extension of the filing deadline until May 15 upon written request prior to the April 15th deadline.
- April 30 Deadline** Deadline for agricultural/wildlife and homestead exemptions.
- May 6** The district mailed a notice of appraised value for real estate accounts.
- June 5 Deadline** Deadline to file a protest.
- July 20** The Appraisal Review Board is to approve appraisal records before July 25.
- July 25 Deadline** Deadline for the appraisal district to certify the tax roll.
- August-September** Taxing units are scheduled to set their tax rates.
- October** Tax bills are mailed.

DETAILED EXPLANATION OF INCOME

Income from Tax Units \$ 587,268.00 \$ 749,124.00 \$ 839,723.68 \$ 1,119,661.80

The tax units of Lampasas CAD pay their proportionate cost of operating the district based on the tax dollars generated. A detailed allocation of the cost of operations to each tax unit is attached as a part of the proposed budget. The actual billing amount will be based on the tax levies of each tax unit in the fall of 2022. Their payments are billed and collected quarterly.

Interest Income \$ 230.00 \$ 5,000.00 \$ 5,000.00 \$ 5,000.00

The district invests funds in the bank chosen by the board of directors. Banks bid on a two year contract for services.

Tax Certificate Income \$ 1,310.00 \$ 10,000.00 \$ 6,000.00 \$ 6,000.00

The district provides tax certificates to title companies and individuals when property is sold or refinanced to guarantee that no taxes are due. The charge for the certificate is \$10. Revenue is estimated to reduce due to slowing sales and that some title companies are using a research firm to guarantee taxes are paid rather than buying a certificate.

DETAILED EXPLANATION OF EXPENDITURES

Appraisal Firm Assistance	\$ 35,711.00	\$ 13,500.00	\$ 18,500.00	\$ 15,000.00
This account is to provide expertise in the appraisal of minerals and utilities (Capitol Appraisal Group)				
Audit	\$ 10,000.00	\$ 11,075.00	\$ 12,000.00	\$ 12,000.00
An audit of the financial records of the district is required by state law and must be completed in the first 150 days of the year. Roberts & McGee, CPA conducts the audit.				
Appraisal Review Board	\$ 6,750.00	\$ 11,100.00	\$ 10,000.00	\$ 12,000.00
The Appraisal Review Board is a citizens group appointed to hear taxpayer appeals of value. They are paid \$75 per day of service.				
Dues and Memberships	\$ 5,328.00	\$ 1,976.00	\$ 5,000.00	\$ 5,000.00
The District is a member of the Texas Association of Appraisal Districts which provides updated information on law as well as discounted education for staff. Also included is the license fees for staff required by the Texas Department of Licensing and Regulation				
Insurance-Building, Contents, Bonds	\$ 6,274.00	\$ 6,871.00	\$ 8,250.00	\$ 9,500.00
Employees of the District are bonded to protect the tax units from financial losses. Also, building and contents are insured.				
Legal Services	\$ 600.00	\$ 2,113.00	\$ 10,000.00	\$ 10,000.00
The District has the potential of getting sued on value as well as the preparation of arbitration. If the District loses a case of arbitration, then we are required to pay arbitrator's fee. Also, we provide legal assistance to the ARB				
Mapping-Eagleview	\$ 28,759.00	\$ 35,200.00	\$ 35,200.00	\$ 35,200.00
The District contracts for oblique aerial photography from Eagleview, a national company providing that service. This service enables the district staff to find improvements behind locked gates and hidden by trees.				
Notices and Advertisements	\$ 984.00	\$ 1,208.00	\$ 2,500.00	\$ 2,500.00
The appraisal district is required to publish various taxpayer information in the newspaper about taxpayer rights, homesteads and other exemption information and budget information				
Payroll-Salaries	\$ 279,915.00	\$ 299,650.00	\$ 331,400.00	\$ 511,500.00
The salaries requested are more in line with other appraisal districts in the area. Salaries have previously been low resulting in high turnover. The cost to educate staff is significant and the increases will help retain competent staff members. The budgeted amounts may not be paid fully, but will allow the chief appraiser to pay staff based on education steps achieved and excellent performance. Increase in cost of living. Three additional staff are necessary due to the growth in the county.				
Medicare and Social Security	\$ 21,257.00	\$ 22,394.00	\$ 25,352.10	\$ 38,364.75
This account covers the employer contributions for each employee to social security and medicare.				

Retirement	\$ 24,541.00	\$ 24,472.00	\$ 34,697.58	\$ 52,507.05
The Board of Directors moved the retirement system from a private system to Texas County and District Retirement system in December, 2019. This system provides a more stable retirement program than the private one at a similar cost.				
Medical Insurance	\$ 38,398.00	\$ 55,534.00	\$ 60,490.00	\$ 144,000.00
Typically a 15% increase is budgeted based on typical increases in insurance programs. The district budgeted a 15% increase.				
Workers' Compensation	\$ -	\$ -	\$ -	\$ -
This District provides workers' compensation insurance through the Texas Municipal League.				
Postage	\$ 38,092.00	\$ 18,575.00	\$ 43,000.00	\$35,000.00
The District mails notices to all accounts that increase more than \$1000 in value, all business personal property accounts, and all tax bills. Additionally, there are numerous other mailings required by law. Many mailings are required to be sent via certified mail.				
Vehicle Expense	\$ 1,521.00	\$ 732.00	\$ 3,500.00	\$ 3,500.00
The District owns an older vehicle, but plans to discontinue its use in the near future.				
Education	\$ 3,107.00	\$ 956.00	\$ 5,500.00	\$ 5,500.00
Classes are required for all employees registered with the Texas Department of Licensing and Regulation. Basic classes are provided to all employees on law and the property tax system.				
Service Contracts	\$ 51,483.00	\$ 78,187.00	\$ 46,600.00	\$ 46,600.00
The District has a computer assisted mass appraisal system and a collection software that requires annual maintenance fees. The main increase is for the installation of the new software from Harris Govern.				
The increase in pricing, includes the required website to be in compliance with SB 2 passed during the 2019 legislative session. This increase would also allow our collection only accounts to be accessible online as well. Also, we have an annual license cost with ESR1 for our mapping software.				
Supplies	\$ 15,442.00	\$ 20,383.00	\$ 15,000.00	\$ 17,600.00
Paper, envelopes, and other office supplies are paid from this account.				
Travel Expense	\$ -	\$ 850.00	\$ 6,000.00	\$ 6,000.00
This account covers mileage paid for travel to schools and conferences, meal costs, and hotel expenses.				
Utilities	\$ 7,782.00	\$ 7,883.00	\$ 12,000.00	\$ 12,000.00
Electric usage, water, sewer, trash pickup, and phone service is provided by this account.				
Contingency	\$ -	\$ -	\$ 10,000.00	\$ 10,000.00
This account is a Board restricted account that will be used if needed for additional legal expense, or other unforeseen expenses. The necessary increases in value may result in litigation or other unforeseen circumstances.				
Computer Equipment	\$ 4,441.00	\$ 6,274.00	\$ 10,000.00	\$ 10,000.00
This account includes computer supplies for printers, and updates of PCs as needed. The District may need to upgrade computers in order support the new software.				

Accounting Services

\$ 3,300.00 \$ 3,500.00 \$ 3,500.00

The Board approved transferring the payroll and general ledger accounting to a local accountant to ensure separation of authority and responsibility in financial matters. The accounting firm also reconciles bank statements and prepares financial reports monthly.

Building Maintenance and Repairs \$ - \$ 708.00 \$ 10,000.00 \$ 10,000.00

This amount covers cleaning, other repairs, and mowing of back lot.

No New Revenue Website and Mailings/Value Notices on Website \$ 2,400.00 \$ 2,472.00 \$ 8,500.00 \$ 8,500.00

The 2019 State Legislature passed legislation requiring the creation of this website and the mailing of postcards to all taxpayers in the district. That mailing is done in August and gives taxpayers information on the proposed tax rates for

all tax units and when budget hearings will be held for the entities. New law: Districts must publish all appraisal notices on the website (25.19n)

House Bill 796 requires districts to create an online database containing information on hearings conducted by the ARB.

Software Principle & Interest \$ - \$ - \$ 86,124.00 \$ 86,124.00

This is payment for the installation of the new software from Harris Govern.

Homestead Exemption \$ - \$ - \$ 21,246.00

SB 1801 requires appraisal districts to review each homestead exemption at least once every five years to confirm that the property still qualifies for the exemption. LCAD will be using True Roll to assist with this.

New Items: Homestead Exemption, ARB Website, Ipad Serv-Connection & Svc Contract
If we add new employees: Salaries, insurance, retirement, new computers, rewire building, new telephone lines, 3 new licenses for PACS


City ManagerITEM NO. WORKSHOP-4

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

Subject:

Discussion regarding draft of the Lease Agreement between the City of Lampasas and the County of Lampasas Rodeo Association. ("Association")

Requested By: Ryan Ward, ACM**Submitted By:** Ryan Ward, ACM**Date Submitted:** June 20, 2024**For the Agenda of:** June 24, 2024**Procurement and Funding Statement:**

N/A

Attachments:

Summary Statement:

At the March 25, 2024 council meeting, the County of Lampasas Rodeo Association advised Council that they would like to enter into an Agreement with the City of Lampasas for the management of the 580 Complex Rodeo Arena. The Lease Agreement would allow the Association to oversee the arena, as well as the marketing and scheduling of various rodeo events. The prior Memorandum of Agreement (MOA) was previously with the Lampasas Riding Club. The Association would like to propose an initial one-year agreement, with the intent to review the terms of agreement and reassess the results of marketing efforts and improvements to the arena, for consideration yearly thereafter. At the direction of Council at the May 28, 2024 Council meeting, a joint meeting was held with Mayor Pearce, Mayor Pro-Tem Morris, Council member Hernandez, Staff, Association, and the Riding Club to discuss terms of lease, events, maintenance, fees and public use. At this time Staff has prepared the attached draft Lease Agreement, along with fee schedule for council consideration.

Recommendation:

Discussion and direction only

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into by and between the **CITY OF LAMPASAS, TEXAS** ("City" or "Lessor") and the **County of Lampasas Rodeo Association** a Texas non-profit Corporation, of Lampasas County, Texas ("CLRA" or "Lessee"), acting by and through its authorized Representative, Chris Harrison.

ARTICLE I. LEASED PREMISES

1.1 Description. Lessor hereby leases to Lessee the surface of the real property located in the corporate limits of the City of Lampasas, Texas, generally described as the City of Lampasas' Rodeo Arena property as more particularly shown on Exhibit "A" attached hereto and made a part hereof. The Rodeo Arena area shown on Exhibit "A" is referred to herein as the Leased Premises.

1.2 Use. The Leased Premises shall be used by Lessee to operate and maintain, at Lessee's sole expense and labor, a rodeo and equestrian riding arena and related facilities for the purpose of conducting riding events, rodeos and other events open to the public. Lessee shall not keep livestock, including horses, cattle and any other animals, on the premises except for those used in rodeo events, and on no occasions for more than 48 hours prior to and 48 hours after the conclusion of a rodeo event. In no event shall the Leased Premises be used to conduct any activity which could be classified as a "feedlot" or "stable boarding" operation. No horses, cattle or any other large animals may be ridden, penned, tethered, kept, placed, or otherwise allowed to be located, for any purpose, on the Leased Premises for any time period without adequate feed, water and shelter that is necessary to humanely maintain the animals' safety and health. Lessee shall not conduct any activities which subject the said property to ad valorem taxation.

1.2.1 Normal Hours of and Conditions Related to Operation.

a. Monday through Sunday. Events using the rodeo arena shall follow Park Rules and conclude no later than 10 o'clock, PM. All operations and activities, including, dispersal of spectators, participants, organizers and sponsors shall be concluded at this time. In no event shall amplified sound levels exceed 85 decibels (measured at the receiving property line) All amplified sound shall be turned off no later than 10 o'clock, PM.

1.2.2 Limited Extended Hours of and Conditions Related to Operation for 'Special Events'.

a. 'Special Events'. The CLRA is permitted to hold "Special Events" on Leased premises and will be allowed to have conditional Extended

Hours. Special Events' are defined as those events requiring extended hours and/or ticket sales and/or use of all parking areas and/or permits required by City Ordinance. Extended hours for Special Events' may extend past midnight depending on the nature of the event on the Leased Premises. All operations and activities related to Special Events, including, dispersal of spectators, participants or organizers and sponsors shall be concluded at the completion of the Event. All rodeo arena lighting (excluding security or guard lights shall be turned off at the conclusion of the Event. In no case shall amplified sound levels associated with any Special Event exceed 85 decibels (measured at the receiving property line). Lessee shall give the Lessor 14 days' notice prior to holding a Special Event. Should there be a scheduling conflict upon review of the Lessee's request, the Lessor can deny or request an alternative date to reschedule the Special Event.

1.2.3 Consumption of Alcoholic Beverages on Leased Premises.

a. No sales of alcoholic beverages may occur on the Leased Premises. Further, CLRA is prohibited from approving, granting, allowing, or permitting any of its Users, the right to sell alcoholic beverages on the Leased Premises.

b. Consumption of alcoholic beverages brought onto Leased Premises by any person, group, organization, corporation, event, or other entity, shall require written permission from the Lampasas City Council, per all applicable City Ordinances and applicable State Laws.

1.2.4 Violation of the alcoholic beverage provisions set forth in this Lease are agreed to be material and shall subject the Lessee and any of Lessee's Users to termination of all rights to use the Lease Premises in the future.

1.3 Compliance with the Law. Lessee shall at all times observe the laws, rules and regulations of the City, County and State of Texas and other governmental entities having jurisdiction over the Lessee's activities, if any. Lessee shall not conduct any activities which cause it or Lessor to be in violation of any public health-laws, rules, or regulations.

1.3.1 Stipulated Administrative Damages for Violations of conditions. Related to Operations on Leased Premises

Lessee agrees, recognizes and acknowledges that the administrative tasks and responsibilities placed upon the Lessor in overseeing and enforcing the provisions of this Lease concerning the Use Conditions noted herein, as they pertain to requirements concerning light, sound, security, sale or consumption of alcoholic beverages, keeping of livestock on premises, acquiring permits, and property maintenance/clean-up pose specific challenges and manpower requirements upon the Lessor, and therefore, Lessee's non-compliance with these provisions will present significant administrative burdens upon the Lessor. Therefore, Lessee agrees and acknowledges that any material breaches by Lessee of these conditions, will result in damage to the Lessor, so that stipulated damages are appropriately specified in this Lease agreement, and are agreed upon by Lessee herein. Specifically, Lessee agrees that on each occasion that

Lessee materially breaches the Use conditions, as they relate to sound limits, light control, hours of operation, security, sale or consumption of alcoholic beverages, keeping of livestock on premises, acquiring permits, and property maintenance/clean-up. Lessee shall be subject to a stipulated damage in the minimum amount of \$500, with a limit not to exceed \$1,500, per event of material non-compliance. Additionally, severe or repeated violations will result in a termination of the Lease by Lessor.

1.3.2 Use of the Leased Premises by Third Parties (other than General Public).

CLRA and any entity or party using the Leased Premises under written agreement with the CLRA, shall conform to the application and reservation procedures and policies of the CLRA and/or City's Park Use Rules and Ordinances.

580 Park Improved Parking Not a Leased Area. No use of the 580 Park or the 580 Park paved parking area is granted to the Lessee under the terms of this Lease Agreement, nor will it be permitted by the City unless an application for its use by CLRA (or its User(s)) is filed and approved by the City, in writing, prior to the requested dates of use by the CLRA. In the event that CLRA would like to use the paved parking areas of the 580 City Park, it shall request same in writing to the City's Park Director, and such use will be considered in light of the City's needs for its events scheduled in the 580 Park and adjacent areas.

1.4 Parking for Rodeo Arena Activities and Events. In conjunction with its use of the Rodeo Arena Property for equestrian and rodeo events held by CLRA in the Rodeo Arena, CLRA, its contractual Users, attendees and the general public attending events at the Rodeo Arena are permitted to use the surface of the unimproved, unmarked and unlit property that is generally located to the northwest of the Rodeo Arena, which is also shown on Exhibit "A" and identified as ancillary event parking. This use by persons and entities accessing events and activities being held at the Rodeo Arena, is however, strictly limited to times and dates that do not conflict with any City or City Sponsored events that are being staged or held in that ancillary parking area. In the event that the CLRA or its Users need parking on a time or date that conflicts with a City event that is being held in that area on the same time/date, then a representative of the CLRA will contact the City or assist in identifying other areas that may be available to the CLRA and its Users and attendees, if any, for the Rodeo Arena events and activities. In all cases, the City's use of the ancillary event parking area is superior to any use by the CLRA for equestrian and rodeo arena parking needs. The paved, marked and improved parking lots and spaces located near /adjacent to the City's 580 Park shall not to be used for CLRA or Rodeo Event Parking without the specific advanced, written approval of the City, for such use.

1.5 Non-interference with Lessor's Use. Lessee shall not conduct any activity which interferes with Lessor's use of its adjacent public parks and land, and shall not damage any equipment or improvements of Lessor thereon, including roadways, fences and trails.

1.6 Documentation. Lessee agrees to provide Lessor at all times with current documents evidencing Lessee's non-profit status and corporate identity.

1.7 Contingencies. Lessee's on-going right to use the Leased Premises is contingent upon

Lessee fulfilling the terms of Section 9.11 of this Agreement regarding construction and recordkeeping, and Article 5, concerning Insurance, as well as full compliance with the terms of this Agreement.

ARTICLE 2. TERM

2.1 Primary Term. The primary term of this Lease shall be for one (1) year commencing on the ____ day of _____, 2024, and ending on the ____ day of _____, 2025, or at such earlier date as: (i) Lessee ceases to exist as a Texas not for profit corporation, or (ii) the Lease is otherwise terminated by either Party, as set forth herein below. This Lease may be modified at any time during the term of this Agreement, as deemed necessary and appropriate by the City Council.

2.2 Options to Renew. The City shall have an option to renew this Lease Agreement, upon such terms and conditions as the Parties may agree upon in writing.

2.3 Cancellation Privileges. Either Party to this Lease shall have the right to cancel this Lease Agreement upon giving sixty (60) days written notice to the other Party. The Parties acknowledge and agree that at the time of expiration or in the event of an early termination, whether during the primary term or any subsequent renewal term, Lessee shall have the unfettered right to enter the property and take fee title to and ownership of all property, improvements and appurtenances thereto, whether they were placed there by the Lessor or Lessee during the term of the Lease Agreement, and no additional consideration shall be claimed or exchanged therefor.

ARTICLE 3. RENT AND CONSIDERATION

3.1 **Base Rent.** As rental for the Lease and use of the Leased Premises, Lessee shall pay to Lessor the sum of One Dollar (\$1.00) for the first year's term of the Lease. Any renewal of the Lease, if any should transpire, shall be at a different rental amount negotiated and agreed upon between the Parties.

3.2 **Additional Rent.** In addition to the base rent described in Section 3.1 above, Lessee shall pay any and all taxes which may be assessed against the Leased Premises and shall pay for any improvements or personal appurtenances or other property located thereon. Such taxes shall be paid by Lessee when due, and any penalties assessed for late payments shall be promptly paid by Lessee to the appropriate taxing authorities. Failure to pay any taxes due shall result in a termination of the Lease, for cause.

3.3 **Utility Charges.** Lessee shall promptly pay any and all utility charges incurred due to use of the Leased Premises by Lessee or its Users, including, but not limited to, electricity, water, gas and garbage collection, as well as any other utility services enjoyed by Lessee or its Users. Lessor will not pay for any utility charges unless incurred due to usage of the premises by Lessor or the City's direct licensees, pursuant to a separate agreement.

3.4 **Public Use.** Lessee acknowledges and agrees that this Lease is non-exclusive. CLRA additionally agrees that on the occasions that the Leased Premises are used by the Lessor, no fees shall be charged to Lessor for the occasional use of the Leased Premises, or when used during the scheduled agreed upon, by both Parties. CLRA shall provide for public use based on defined fees and scheduling protocols. CLRA may limit public use while performing routine maintenance or in preparation of Special Events.

3.5 **Annual Reports.** Lessee shall furnish to Lessor, when requested, and at least annually without a request by the City, a detailed accounting of operations of the Leased Premises by the Lessee, over the past year, by Lessee and each of its contractual Users related to the activities conducted on the Leased Premises, including details on expenses incurred, revenues received, events held, attendees at events, etc. Lessee acknowledges and agrees that such financial information will be used by the Parties to evaluate and negotiate the Rent amount for future Lease Terms to be applied to the Rodeo Arena/parking and CLRA. Additionally, upon request, CLRA will make available to the Lessor copies of the User's waivers and contracts, when requested.

ARTICLE 4. REPAIRS AND MAINTENANCE

4.1 Lessee's Obligations. The Parties agree that CLRA shall be responsible, at its sole expense/labor for all repairs, maintenance, and grounds' upkeep for the Leased Premises and for any improvements or additions made to existing structures or new structures constructed on the Leased Premises by Lessee, for the term of the Lease, and that such work may only be initiated after obtaining written authorization and approval from the City for such alterations, improvements and/or construction on the City's Leased Premises.

4.2 Lessor's Right to Participate. Nothing in the Agreement precludes the City from participating in financing, or providing labor, for Maintenance and Capital Improvements. The City may, on a case by case basis, consider such participation if requested by Lessee.

4.3 Alterations, Renovations. No alterations, renovations or additions to the Leased Premises may be made on or to the Leased Premises by the CLRA without the prior written approval of the City Council. Further, all additions, renovations, or alterations involving structural, electrical, mechanical, plumbing, etc., shall be performed and carried out under the appropriate permit for such work and by licenses tradesmen, when applicable. The CLRA shall be responsible for all repairs and maintenance of the Leased Premise.

4.4 No Liens/Claims Permitted. In no event shall Lessee, or any of its contractors or suppliers be permitted or allowed to place or file any lien, of any nature, on the Leased Premises, inasmuch as it is public property owned by the City of Lampasas, Texas. Further, Lessee acknowledges and agrees that, in the event that any claim or lien is improperly or illegally filed by any of CLRA's contractors, workers or materialmen for projects done on the Leased Property, then CLRA shall take all actions required to promptly remove such liens and shall take any and all actions needed to make the Lessor whole for any and all claim(s) or lien(s) filed that are related to work/materials/improvements made to the Leased Premises during the Lease Term or any extension thereof. [See also, Section 9.2, *supra*.]

4.5 Standards of Upkeep. The Lessee shall keep the Leased Premises and any improvements thereon in a condition of good repair and maintenance at all times and in the condition that reflects credit upon the community and the City of Lampasas. No public nuisances or dangerous conditions shall be permitted to exist upon the Leased Premises and the condition of the Leased Premises shall conform to the Codes of the City of Lampasas at all times, and in all respects.

4.6 Maintenance and General Clean-Up of Premises. In accordance with the terms of this Lease Agreement, the Lessee shall be responsible for Maintenance and General Clean-Up of the Premises following each event held that CLRA holds, allows, or sponsors on the Leased Premises. As used in this agreement, the phrase "Maintenance and General Clean-Up" means undertaking whatever activities are necessary to: (a) keep the Rodeo Arena, unimproved parking area leased under this agreement to CLRA, and surrounding areas accessed or used related to the CLRA's events, as allowed by this Agreement, clean of trash, rubbish and debris: (b) properly storing all equipment used by the Lessee, sub-lessors or rodeo/event participants in the activities at the Leased Premises: (c) ensure that the Leased Premises and the surrounding area(s) are clean and free from waste, trash and other debris: and (d) clean the

surrounding areas of trash debris, or other waste, at the end of each day of each event held on the Leased Premises. In addition, Lessee shall provide equipment for the control and collection of solid waste, trash and debris, including the provision of on-site dumpsters and trash receptacles in adequate number and type to provide for litter control on the Leased Premises during all events. Lessee agrees that it shall be responsible for Maintenance and General Clean-Up, as defined herein. Nothing herein bars the City from the right to enter and periodically check the Leased Premises, during or after Lessee's and/or it's Users' occupancy and use of the Premises, to determine whether the cleaning required by this Agreement is being consistently conducted by the Lessee. Lessee acknowledges and agrees that if the City determines that Maintenance and General Clean-Up of the Leased Premises is not being conducted, as per this Agreement, the City Manager is authorized, at his sole discretion, to determine the appropriate resolution of the matter, including, but not limited to having contractors hired by the City perform the necessary cleaning of the Leased Premises, and invoicing the CLRA for all costs incurred by the City for such clean-up of the Leased Premises.

4.7 Emergency Repairs. Emergency repairs may be made *prior* to obtaining City consent if necessary and required to protect the health safety of persons and animals present on the Leased Premises, at the sole expense of the Lessee.

ARTICLE 5. INSURANCE AND INDEMNITY

5.1 Property Insurance. Lessee shall secure fire and casualty insurance for the Rodeo Arena and all improvements and appurtenances thereon, in amounts sufficient to restore and rebuild the property, improvements and all appurtenances thereto, in the event of their damage or loss, while under Lease by the CLRA. Lessee shall also be responsible for securing *its own insurance* to protect any and all CLRA personal property, equipment or CLRA contents, machinery, and/or animals that are placed or housed on the Leased Premises.

5.2 Liability Insurance. Lessee, at its own expense, shall provide and maintain in force during the term of this Lease, while the Leased Premises are being used by Lessee or its licensees, a public liability insurance policy acceptable to Lessor and/or Lessor's insurer, for damage claims through public use of or arising out of accidents occurring in or around the Leased Premises in the minimum aggregate amount of One Million Dollars (\$1,000,000.00) for bodily injury or death, for any one occurrence, and One Hundred Thousand (\$100,000.00) for property damage for any one occurrence covering Lessor, as 'additional insured' (or equivalent), as well as Lessee, with one or more responsible insurance companies duly authorized to transact business in Texas. Lessee shall furnish annually to Lessor CLRA's certificates of all insurance required by this Section naming Lessor as an 'additional insured' (or equivalent). Lessor may, at its option, require such liability limits to be raised from time to time, in its sole discretion. Any User approved by Lessee to access/use the Leased Premises shall also be required to furnish Lessor with insurance policies acceptable to Lessor.

5.3 Failure to Maintain Policies. If Lessee does not maintain the requisite insurance in full force and effect. Lessor may notify Lessee of such failure and if Lessee does not deliver to Lessor within ten (10) days after such notice certification showing all such insurance to be in full force and effect, Lessor may, at its option: (1) terminate this agreement, or (2) take out the necessary insurance to comply with the provisions hereof and pay the premiums for the items specified in such notice, and Lessee covenants thereupon on demand to fully reimburse

and pay Lessor any amount so paid or expended in the payment of the insurance premiums required hereby and specified in the notice, with interest thereon at the highest legal rate per annum from the date of such payment by Lessor until repaid by Lessee.

5.4 Increasing Risk. Lessee agrees not to keep on the Leased Premises, or permit to be kept, used, or sold thereon, anything prohibited by the policy of fire insurance covering the premises. Lessee agrees to comply, at its own expense, with all requirements of insurers necessary to keep in force the fire and public liability insurance covering the premises and facilities.

5.5 Waivers. Lessee agrees to require any and all Users and all rodeo and event participants approved per paragraph 6.2 to sign such written waivers and hold harmless agreements as may be required by Lessor as a condition of using the Leased Premises for events, including riding and rodeo contests or for any other purpose(s).

5.6 **INDEMNITY AND HOLD HARMLESS.** Lessee agrees to indemnify and hold Lessor harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees for the defense thereof, arising from the conduct of or the management by Lessee and its Users' as well as from their activities on and around the Leased Premises, or from any breach by the Lessee of any conditions of this Lease, or from any intentional or negligence act of Lessee, its agents, contractors, employees, Users, concessionaires, or licensees in or about the Leased Premises that damage the Lessor or result in claims to the City, its officers, employees, representatives or agents. In case of any action or proceeding brought against Lessor by reason of any such claim Lessee, upon notice from Lessor, covenants to defend such action or proceeding by use of counsel acceptable to Lessor.

**ARTICLE 6. ASSIGNMENT, NO SUBLEASE;
OTHER ALLOWED USES; SECURITY**

6.1 No Assignment or Sublease. Lessee shall not assign this Lease or sublease the Leased Premises or any part thereof or mortgage, pledge or hypothecate its leasehold interest or grant any concession or license within the Leased Premises without the prior express written consent of the Lessor. Further, Lessee shall not place, or permit to be placed, any encumbrances or liens against Lessor's land. Any attempt to do any of the foregoing without Lessor's express written consent shall be void, and shall be a material breach of this Agreement, resulting in a termination of the Lease for cause.

6.2 Allowed Compensated Use of the Premises by CLRA – (Third-party Contractors). CLRA may, of its own volition, or at the request of the Lessor, authorize the use of the facilities by other properly insured entities (“Users”) for authorized events and functions. When such Users contact CLRA to use the Leased Premises, CLRA may charge such groups, reasonable and necessary fees, including deposits, as are appropriate to defray the costs of maintenance, staffing, cleaning and utilities, as shown in “Exhibit B”. These fees for use(s) will be submitted by CLRA to the City of Lampasas, and become effective, once approved by City Council. Such permitted use(s) of the Leased Premises for equestrian and rodeo events shall be for compensation set by and paid to the CLRA. These occupants who enter onto and who are present on the Leased Premises during such events, under contract with the CLRA, shall be considered ‘Users’ of the Leased Premises, subject to the terms and conditions set by CLRA in their ‘Rental and Use Agreements’ between the CLRA and the Users, groups and/or individuals. The CLRA shall be responsible, at all times, for all Users’ full compliance with all provisions set forth in this Lease Agreement as well as any additional terms contained in CLRA’s ‘Rental and Use Agreement’. CLRA shall provide the authorized representative of

each User's a copy of all applicable rules and restrictions pertaining to the Leased Premises prior to the User's entry onto and use of the Leased Premises. At the time CLRA enters into each of its 'User Rental and Use Agreements,' CLRA shall furnish to the City of Lampasas: (i) a copy of same, along with (ii) all necessary Certificates of Insurance from the approved Users, in the amounts specified herein, naming both the CLRA and the City of Lampasas as "additional insureds."

6.3 Security. CLRA shall apply for and be solely responsible for compensation for security personnel provided, when required by City Ordinance, using uniformed personnel certified and commissioned peace officers by the State of Texas and approved by the Lampasas Police Department. Pursuant to requests and coordination, the Lampasas Police Chief or his/her designee, shall have final approval of required security for any event at the Leased Premises that involves the consumption of alcoholic beverages or involves an anticipated 'Special Events attendance of 25 or more persons. Additionally, if any State or local regulation or rule requires the presence or assistance of security for a particular activity, then the Lessor shall arrange for same as per this paragraph.

ARTICLE 7. DEFAULT BY CLRA/REMEDIES BY CITY

7.1 Default by CLRA. The following events shall be deemed to be events by default by CLRA under this Lease Agreement:

- a. Lessee shall fail to pay any installment of the rent or shall fail to perform or discharge any other obligation or liability hereunder, requiring the payment of money when any such payment is due, and such failure shall continue for a period of thirty (30) days from the date written notice of such failure was sent to Lessee by U.S. Mail, certified, return receipt requested.
- b. Lessee shall cease to exist as a tax-exempt, non-profit corporation, or shall cease to carry out the type of activities for which this Lease Agreement was entered into.
- c. A receiver or trustee shall be appointed for all or substantially all of the assets of Lessee.
- d. Lessee shall fail to comply with any other terms, provisions, or covenants of this Lease Agreement, or shall fail to discharge any obligations or liability hereunder not involving the payment of money, and shall not cure any such failure within thirty (30) days after written notice to Lessee provided that if such default is not susceptible to cure within thirty (30) days, Lessee shall be deemed to have cured such default within such thirty (30) days period if Lessee diligently pursues such curative actions until such default is cured.

7.2 Remedies of City. Upon the occurrence of any such events nor default, City shall have the option to pursue any one or more of the following remedies upon thirty (30) days written notice to Lessee:

- a. Terminate this Lease, in which event Lessee shall immediately surrender the Leased Premises to Lessor, and if Lessee fails to do so, Lessor may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the Leased Premises and remove Lessee and any other person who may be occupying said premises or any part thereof. Upon termination of this Lease, any improvements upon the Leased Premises and all appurtenances thereon shall become the property of Lessor.
- b. Enter upon and take possession of the Leased Premises, alter locks and other security devices at the Leased Premises, and remove Lessee and any other person who may be occupying said Leased Premises or any part thereof, and, if Lessor so elects, re-lease the premises on such terms as are reasonable and as Lessor may deem advisable and receive the rent therefore.
- c. Lessee agrees to pay to Lessor, on demand, any deficiency that may arise by reason of such re-letting, if any shall occur within a year of the default by the CLRA.

ARTICLE 8. CITY'S RIGHT OF ENTRY FOR INSPECTION AND NECESSARY MAINTENANCE

81 City's Entry. City has and reserves the right to enter on the Leased Premises at reasonable times to inspect the condition, maintenance and repair of same, or to conduct any necessary activities in connection with its operations. If any appurtenances are locked, CLRA shall provide entry to same within 24 hours of request for same from a City representative.

ARTICLE 9. MISCELLANEOUS

91 Compliance with Laws, Rules and Regulations. Lessee, at its own expense, will comply with all Federal, State, municipal and other laws, ordinances, rules and regulations applicable to the Leased Premises and the activities conducted thereon by Lessee; will not commit any act which is a nuisance or annoyance to Lessor or to others, or which tends to injure or depreciate the Lease Premises; will not commit or permit waste in the Leased Premises. Lessee will observe all City ordinances, including those ordinances relating to signs, street parking, sound levels, alcoholic beverages, and all relevant Park Board rules.

92 Mechanic's Liens. Lessee shall not allow any mechanic's liens to be placed on the Leased premises. If a lien is inadvertently placed thereon, then within thirty (30) days after notice from Lessor of such an event, CLRA shall discharge any mechanic's lien for materials or labor claimed to have been furnished to the Leased Premises on Lessee's behalf.

93 Manner of Giving Notice. Notice given pursuant to the provisions of this Lease, or necessary to carry out its provisions, shall be in writing, and delivered personally to the person to whom the notice is to be given, or mailed postage prepaid, registered or certified mail, addressed to such person. Notices shall be delivered to the parties at the addresses set forth below or to such other addresses as the parties designate in writing.

a. Notice to Lessor:

Notice to Lessor shall be given to:

City Manager
312 East Third Street
Lampasas, Texas, 76550
Telephone: (512) 5566831.

b. Notice to Lessee:

Notice to Lessee shall be given to:

County of Lampasas Rodeo Assn.
c/o Chris Harrison
PO Box 1571
Lampasas, TX 76550
Telephone: (512) 5259270 / (210) 897-9263

9.4 Tax Status. If CLRA, or any of its Users hold(s) tax-exempt status, then it shall furnish to Lessor and the Lampasas County Appraisal District documentary evidence of such status, and shall keep current copies of same on file with Lessor's City Secretary and the Lampasas County Appraisal District

9.5 Right and Remedies Cumulative. The rights and remedies provided by the Lease Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights and parties may have by law, statute, ordinance, or otherwise.

9.6 Force Majeure. Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome

9.7 Lease Application to agents, members, and representatives. This Lease and the covenants and conditions hereof apply to and are binding on the agents, members, representatives, and associates of the parties hereto.

9.8 Legal. Construction. In case any one or more of the provisions contained in this Agreement shall have for reason be held invalid, illegal, or unenforceable, it shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

9.9 Amendment. No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

9.10 Lease Property Accepted "AS IS." City provides no representations or warranties regarding the condition of the Leased Property or any improvements thereon.

Further, CLRA accepts and takes the Leased Premises in its "AS IS" condition after inspection, and acknowledges and agrees that it leases, enters and accepts the Leased Premises for its and its Users' purposes and uses as fully satisfactory and with any and all conditions and defects, if any, that exist thereon as of the initial date of this Agreement.

9.11 Lease Agreement Contingencies. CLRA's right to use the Leased Premises in accordance with the terms of this Agreement is contingent upon the fulfillment by Lessee of the following terms and conditions:

- a. Any City funds ever provided to the Lessee under the terms of this Agreement shall be used solely for the purposes of constructing a rodeo arena and related facilities. Further, fee title to all facilities, including any constructed or improved by CLRA during the term of this Agreement shall remain in the City, even after expiration and/or termination of the Agreement, for or without cause.
- b. Lessee shall be responsible for obtaining (and paying for) all city, county, state, or federal permits required to construct such facilities.
- c. Lessee shall furnish reports to Lessor when requested, and at least quarterly, which detail the progress of improvement construction, and shall make its books and records for the said improvements available for Lessor's inspection and audit at all reasonable times.
- d. Lessor shall have the right to inspect the Leased Premises and the Lessee's improvements thereto at all reasonable times.

9.12 Texas Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Lampasas County, Texas, and venue for any litigation pertaining to this Agreement shall be in Lampasas County, Texas.

IN WITNESS WHEREOF, the parties have executed this Agreement on this the _____ day of _____, 2024, in the City of Lampasas, Texas.

LESSOR:
CITY OF LAMPASAS BY:

MAYOR HERB PEARCE

ATTEST:

Becky Sims, City Secretary

LESSEE:

LAMPASAS CLRA, INC.
BY ITS AUTHORIZED REPRESENTATIVE

BY: _____
CHRIS HARRISON

TITLE: _____

ATTEST:

Corporate Secretary For
Lampasas CLRA

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City Manager

ITEM NO. WORKSHOP-5

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

Subject:

Discussion and progress updates regarding 2024 City Projects.

Requested By: Ryan Ward, ACM

Submitted By: Ryan Ward, ACM

Date Submitted: June 20, 2024

For the Agenda of: June 24, 2024

Procurement and Funding Statement:

N/A

Attachments:

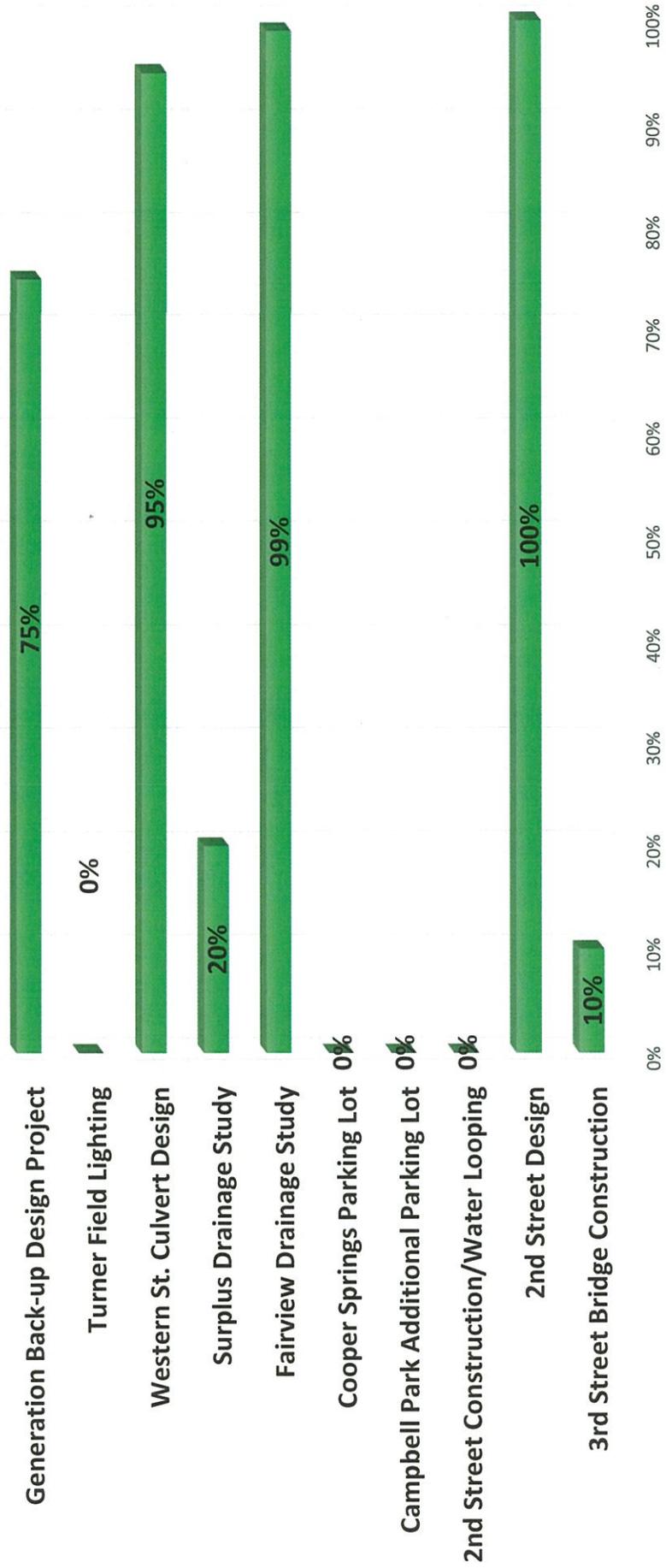
Summary Statement:

This item has been placed on the workshop agenda to allow staff the opportunity to share the progress on scheduled projects in the City.

Recommendation:

Discussion Only

CIP Project Progress Update




City Manager**ITEM NO. WORKHOP-6****BUSINESS FOR THE CITY COUNCIL
OF THE
CITY OF LAMPASAS**

Subject:

Discussion regarding Community Recognition

Requested By: City Council**Submitted By:** Becky Sims, City Secretary**Date Submitted:** June 20, 2024**For the Agenda of:** June 24, 2024**Procurement and Funding Statement:**

N/A

Attachments:

Summary Statement:

This item has been placed on the agenda for Council to discuss criteria and opportunities to recognize citizens in the community.

Recommendation:

Discussion Only

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City Manager

ITEM NO. WORKSHOP-7

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

Subject:

Discussion regarding FY 2025 Budget

Requested By: Finley deGraffenried, City Manager

Submitted By: Finley deGraffenried, City Manager

Date Submitted: June 20, 2024

For the Agenda of: June 24, 2024

Procurement and Funding Statement:

N/A

Attachments:

Summary Statement:

This item has been placed on the Workshop agenda to provide Council with the initial budget numbers and to possibly discuss tentative dates for budget workshops and departmental presentations.

Recommendation:

Discussion Only

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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
 Monday, June 10, 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
- Cathy Kuehne

City Staff Present:

- Finley deGraffenried, City Manager
- Becky Sims, City Secretary
- Kayleigh Stanley, Executive Secretary
- Jody Cummings, Police Chief
- Yvonne Moreno, Finance Director
- Joe Adams, Fire Chief
- Tim Davis, Assistant Fire Chief

Council Members Absent:

N/A

CIP Committee

- Chuck Williamson
- Davis Keele
- Craig Hammett
- Dianna Hodges
- Robert McCauley
- Neal Leavell

JOINT WORKSHOP SESSION

- I. Call to order Joint Workshop with the Capital Improvement Program Committee

Mayor Pearce called the Joint Workshop to order at 5:30 pm.

- II. Discussion regarding FY 2025-2029 CIP Report.

Finley deGraffenried, City Manager reviewed the CIP report.

The City of Lampasas Capital Improvement Program Committee ("CIP") has met seven times since February 22, 2024 to review capital needs and forecasts for the City. The Committee met consistently every two to three weeks to prepare the Five-year Capital Improvement Program Report ("CIP"). The work of the Committee continues to be enhanced with input from staff including the Assistant City Manager, Ryan Ward, Public Works personnel, Public Safety personnel, and administrative staff. Attendance by Committee members was generally very good, however; one member was unable to attend meetings due to other appointments. Due to increased duties as Mayor, City Council appointed Davis Keele, Council member, to serve in Mayor Pearce's place on the Committee.

The Report is compiled in the format adopted by the Committee over the past 11 years. The scope of the plan has expanded over the years based on City forecasting needs to include Planning, Technology, Equipment and Apparatus, Major Maintenance, and non-CIP fleet. As defined in the City of Lampasas Code of Ordinances, the Report only requires assessment of needs related to Public Facilities, Infrastructure and Capital Projects, however; staff and Committee members see value in project planning and budgeting for the increased scope. The Committee received reports from Jason Jones, Jones-Heroy Engineering, regarding the City's Water Master Plan, and the Study for Alternative and Supplemental Water Sources.

Staff takes the opportunity in this Report to recognize and thank the Committee members who take on this important work on behalf of the City. As in previous years, meeting agendas included:

- *Orientation and procedural direction of the CIP Committee.*
- *Review of Priority Definitions and Funding Statement. Discussion also included possible implementation of a project scoring process.*
- *Review of the status of the CIP Program to include completed projects and projects currently underway as a means to judge the overall effectiveness of the process.*
- *Discussion regarding Capital projects initiated in FY 2023-2024. Discussion regarding development of White Street, investigation of InCode 10 software, Campbell Park parking, Western Street culvert, Hostess House rehabilitation and upgrade, completion of Business Park Electric service, 2nd Street rehabilitation, Spring Street Pump station software and improvements, Trail improvements at 580 Sports Park, trail investigation at Sulphur Creek, and generation projects.*
- *Discussion regarding water and wastewater looping projects.*
- *Discussion regarding the City's long-range water distribution and supply planning particularly in light of future growth and service area.*
- *Discussion and increased interest in lighting for the Turner Field Complex, and coordination of several Park uses and needs.*
- *Discussion and interest in Public Facility Projects including New Hope Baptist Church, Historic Colored School, Hostess House, and the City's Senior Center and Head Start facility.*
- *Discussion related to more comprehensive approach to Senior Center assessment and possible relocation.*
- *Discussion regarding the status and value of the City's Wayfinding and signage project.*
- *Discussion regarding Park and facility security, monitoring and video surveillance.*
- *Discussion regarding projects targeted for funding from the American Rescue Plan Act, and the 2022 CO issuance.*
- *Presentation from Department Heads, Public Works, Electric, Street, Water/Wastewater, and Parks regarding departmental operation and project identification.*
- *Discussion regarding planning and engineering projects that will affect future CIP schedules through the identification of recommended capital projects.*
- *Discussion and inclusion of Technology and Planning Projects in the FY 2025-2029 Plan, including Eclipse Planning.*
- *Discussion regarding updated non-CIP Fleet Schedule.*

The Committee has also discussed items and strategies not directly related to specific CIP projects but that could possibly have impacts on capital needs or City operations.

Areas of Emphasis -*The Committee's Funding Statement and Priority Rating do not identify specific projects for Council funding. The position and role of the CIP Committee is to identify and program projects; and the role of Council is to ultimately prioritize, fund and implement projects. Items that garnered significant discussion and that the Committee felt should be emphasized to Council.*

Public Facilities- *Review of Public Facilities continues to be a major focus of the CIP Committee. During the past year, work on Public Facilities has included initiation of rehabilitation to the Hostess House, and basement rehabilitation and exterior landscaping for the Calvert Building.*

CIP FY 2025-FY 2029 Projects-*The Committee has identified 96 projects to meet the needs of the City in the next 5 years, including 16 newly identified projects. In addition to the traditional brick and mortar, park, road and infrastructure projects; the report also includes additional categories for Apparatus and Equipment, Planning, and Technology projects. During FY 2024 staff also noted that 14 identified projects were in some form of initiation or in process.*

Fleet Forecast and Major Maintenance-*In addition to an aggressive Capital Improvement Program, the City has also benefitted over the past several years from an aggressive major maintenance program. Maintenance*

items that have a direct impact on reliability and extension of assets have included tree trimming, pole inspections, radio read metering, and paving.

*Statement and Summary-*By approval of the CIP Funding Statement, the Committee acknowledges that City Council is ultimately responsible for the implementation of specific projects. Additionally, the Committee approved a Priority Statement that prioritizes needs based on Regulatory Compliance, Public Safety and Accessibility, and Cultural and Recreational Enhancements. Projects have also been segregated from fleet replacement and maintenance which are made part of the report in a separate schedule.

The Committee also acknowledges the positive relationship with Council and the beneficial process of the Capital Improvement Program for the City. Through review of capital investment by the Council, the City and our residents have benefited greatly by the process.

The committee validated the following priorities:

- Senior Center Assessment-Long Term Plan
- Water Availability
- Manage Future Growth

Council asked for additional time to review the report. Staff will place on the June 24th Council agenda for Council consideration.

- III. Adjourn Joint Workshop Session- The joint presentation concluded and the meeting ended at 6:00 pm. Without objection Council took a 5-minute break.

WORKSHOP SESSION

1. Call to order Workshop Session

Mayor Pearce called the workshop session to order at 6:05 p.m.

2. Discussion regarding FY 2025 Budget.

Mr. deGraffenried advised as kick-off to budget season, organizations will present their annual report and provide an overview of services provided and funding requests for the FY 25 budget. Staff is prepared to present budget numbers without assumptions on Council direction, one of the biggest areas of impact will be Water Wastewater due to the Water Study and overall expenses, roll-out with starting numbers for FY 25 will be presented at the June 24, 2024 City Council meeting.

3. Discussion and presentation from Derrick Berrios, LCHEC.

Mr. Berrios, who is in his 8th year as director advised that the Lampasas Higher Education Center's mission is to provide access to affordable, quality education and job training to Lampasas County and the surrounding area.

- Since 2010, over 1150 CTC students have taken courses at our facility.
- Since 2013 over 700 students were certified through Allied healthcare training courses, with a current average starting wage of \$16.50 per hour.
- 650 students have attended our adult community education courses.
- Over 900 children have participated, since 2012, with educational and entertaining summer courses, as part of our annual "College for Kids" program. Overall, more than 3,400 students have passed through our doors since 2010.

One goal is to make sure LCHEC becomes a self-sustaining entity. The main goal as a nonprofit school is to provide affordable workforce training to our community and region. Partners are a key part of LCHEC's ability to continue its mission. We continue our strategic partnerships with Advent Health, Lily Springs and S&W.

A new partnership has formed with The Training Center of Central Texas out of Harker Heights. As part of this partnership, there will be two new programs by the end of the year.

- *Residential Wireman Certification Course*
- *Solar Energy Technician Course*

As a part of the partnership agreement, Leeward Renewable Energy has committed to donating one million dollars' worth of industrial solar equipment for the students to train with.

LCHEC is the only institution offering GED preparation within a 35-mile radius. After training services for workforce students, such as a frequently updated job board, resume writing and interview preparation services are offered.

Mr. Berrios asks for Mayor Pearce and City Council's continued support in the amount \$8,500. Without the support of the County, City, and overall community, it would be close to impossible to provide the variety of services and programs offered.

4. Discussion and presentation from Keith Sledd, HOTDA.

Mr. Sledd presented the following data:

Why a defense alliance?

Fort Cavazos' Annual Economic Impact to TX (2022)

- *\$28.9 Billion of Military Economic Impact*
- *25.3% of Total Military Economic Impact in TX*
- *55,374 Direct Employment*
- *160,933 Total Employment*
 - *A regional (7 cities/3 counties) municipally-funded non-profit (501(c) (6) Corporation*
 - *Formed February 2003 in response to an expressed need by the communities of Central Texas most affected by the activities of Fort Cavazos.*
 - *Promotes the importance and sustainability of Fort Cavazos and all defense related industries, organizations and institutions in the Killeen-Temple-Fort Cavazos MSA.*

Current Focus Highlights

- *FY24 Defense Community Infrastructure Program (DCIP) Grant*
- *Central Texas /TAMU-CT Innovation District & Research Park*
- *FY24 Defense Economic Adjustment Assistance Grant (DEAAG)*
- *FY23 Defense Economic Adjustment Assistance Grant (DEAAG)*
- *Governor's Committee to Support the Military*
- *NTC Visit Program (next visit April 2024)*
- *Fort Cavazos Mission Capability and Growth*
- *Mitigation of DV Tax Exemption Impact*
- *IH-14 Expansion*

III Corps Change of Command

- *LTG Bernabe will change command at some point during summer 2024 with date TBD.*
- *Replacement has not been officially announced yet.*
- *Will share the information as soon as it is published.*

Fort Cavazos Connector

- *Fort Cavazos partnered with CENTEX HOP to initiate a micro-transit system on Fort Cavazos to help Soldiers and Families to get around the installation.*
- *Significant numbers of Soldiers arrive without a vehicle/driver license or have only one vehicle if with family.*
- *Ridership has significantly exceeded expectations and other DoD installations looking at program.*
- *Initially funded by DA out of EOY funds.*
- *Challenge is continued funding going forward.*

Rotational Deployments

- *Fort Cavazos will experience a significantly high deployment cycle from April 2024 to December 2024.*
- *All are normal 9-month rotational deployments to support deterrence and security cooperation with allies and partners.*
- *The rotational deployment cycle changed from brigades at different installations to brigades from the same installation as much as possible to facilitate cohesion.*
- *3CR executes a rotation to Korea through late 2024.*
- *1CD HQs, 1st ABCT/1CD, 1CD Fires Brigade, 1CD Aviation Brigade, and 1CD Sustainment Brigade execute a rotation to Europe through early 2025.*
- *Assorted smaller enabler units deploy to support operations.*
- *Impact is over 10,000 Soldiers deployed by June (not experienced since 2012).*
- *Expect family members to remain in Central Texas.*

Other discussion items:

- *FY 25 Defense Budget*
- *Future National Training Center (NTC) Visits*
- *Mitigation of Impact from 100% DV Tax Exemption*
- *Fort Cavazos Fun Facts*

5. Discussion and presentation from Jim Lindeman, Hill Country 100 Club.

Mr. Jim Lindeman and Mr. Tim Hefley provided a brochure to Staff and Council that outlined the services provided by the Hill Country 100 Club.

This club is a non-profit organization that supports activities necessary to help families of first responders who are killed or seriously injured in the line of duty, creating an untimely financial burden. The 100 club also focuses on helping first responders by providing scholarships for those who have chosen this profession. They support Burnet, Llano, Blanco and Lampasas Counties.

6. Discussion and presentation from Kim Winkler, Hill Country Children’s Advocacy Center.

Ms. Winkler began her presentation by showing a video of their current facility and services provided to youth. They just celebrated 32 years, their mission is to empower child abuse victims, their families, and our community through education, healing, and justice.

The Hill Country Children’s Advocacy Center along with their partners are the front-line responders to reports of child abuse in Burnet, Blanco, Lampasas, Llano and San Saba Counties. They are the only 501(c)(3) non-profit organization that uses a coordinated, multi-disciplinary approach to child abuse cases. The Multi-Disciplinary Team (MDT) which consists of 27 partner agencies, includes prosecutorial teams in all five counties, law enforcement and Department of Family and Protective Services investigators, and medical personnel, as well as staff.

The Advocacy Center exists to eliminate the negative outcomes associated with child abuse and to restore the full potential of the child. The Hill Country Children’s Advocacy Center provides mental health care and specialized victim services to children aged 0-17 and their non-offending caregivers who have been traumatized by criminal levels of physical abuse, child fatalities, or sexual abuse. They do this by offering six core services in both English and Spanish in their service area.

Statistical Data

- 12- Staff members, including licensed clinicians, social workers, and forensic interviewers
- 239- Forensic interviews completed in 2023
- 1063- Therapy sessions conducted in 2023
- 7560- Youth & Professionals trained in 2023
- 7017 -Child abuse cases coordinated in 2023
- \$1.1 Million- Annual Budget 2023.

7. Discussion regarding any item on the regular agenda

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

8. Adjourn Workshop Session

The workshop session adjourned at 6:30 pm.

REGULAR SESSION

ANNOUNCEMENTS

A. Call to Order

Mayor Pearce called the Regular Session to order at 6:30 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

PUBLIC HEARINGS/CITIZEN COMMENT	
1.1	Citizen comments – Any citizen who desires to address the City Council on a matter not included on the Agenda may do so at this time. The City Council may not deliberate on items presented under this Agenda Item.

There were no citizens comments

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

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.
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Mayor Pearce opened the public hearing for public comment.

Chief Adams advised this item is to consider mitigation rates as defined in the Service Agreement with Fire Recovery USA, LLC. 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.

Council member Pratus and Mayor Pro-Tem Morris were concerned with cost of services provided from Fire Recovery. Chief Adams advised that currently they are not being compensated so this will assist in covering costs even with associated service fees.

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 28, 2024

Council member Williamson moved to approve the minutes as presented, the motion was seconded by Council member Pratus, with Council member Kuehne abstaining, the motion carried.

3.0	CONSENT AGENDA
3.1	Discussion and possible action regarding purchases and charges in excess of \$4,000 from May 1, 2024- May 31, 2024.
3.2	Discussion and possible action regarding the April 2024 Investment Report.
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
3.4	Discussion and possible action regarding the second reading of an Ordinance to adopt the Cooper Spring Nature Park Visitor Guidelines

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

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 4th 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 23rd, 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.

By consensus, Council directed Staff to move forward with creating STR Regulations to be adopted by Ordinance.

Health Insurance

Staff met with the City's health insurance advisor May 30th 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.

5.2 MAYOR'S COMMENTS

The Mayor had no comments this evening.

6.0 UNFINISHED BUSINESS

There was no unfinished business.

7.0 NEW BUSINESS

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

Council member Pratus moved to select entry #2, Council member Hernandez seconded the motion and with a unanimous vote, the motion carried.

7.2 Discussion and acceptance of the FY 2025-2029 CIP Report

There was no action taken on this item.

7.3 Discussion and possible action to declare a Lincoln Welder as surplus equipment and allow Staff to dispose of as State Law allows.

Council member Pratus moved to declare a Lincoln Welder as surplus equipment and allow Staff to dispose of as State Law allows, the motion was seconded by Mayor Pro Tem Morris and with a unanimous vote, the motion carried.

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.

Mayor Pro Tem Morris moved to declare a Gardner-Denver Air Compressor as surplus equipment and allow staff to dispose of as State Law allows, the motion was seconded by Council member Hernandez and with a unanimous vote, the motion carried.

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

Council member Hernandez moved to approve the renewal of Services Agreement between the Lampasas Fire Department and Fire Recovery USA, LLC, the motion was seconded by Council member Kuehme, Mayor Pearce opened the floor for discussion.

Council member Pratus moved to amend motion to approve the renewal of Services Agreement between the Lampasas Fire Department and Fire Recovery USA, LLC upon adoption of Ordinance to amend Appendix A

“Fee Schedule” Chapter 38 Fire Prevention and Protection, Article I, Mitigation Rates, the motion was seconded by Mayor Pro Tem Morris and with a unanimous vote the motion carried.

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

7.7	Discussion and possible action regarding the selection of contractor for the replacement of the Airport Fuel System at the Lampasas Municipal Airport
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Council member Hernandez moved to award bid 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, the motion was seconded by Council member Kuehne; Mayor Pearce opened the floor for discussion.

Council member Pratus moved to amend the motion to award bid to BGIS in the amount of \$212, 304.11, with City’s portion not to exceed 53,076.0603 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, the motion was seconded by Mayor Pro Tem Morris and with a unanimous vote, the motion carried.

Adjourn into Executive Session- Mayor Pro Tem Morris moved to adjourn into Executive Session at 7:05 pm, the motion was seconded by Council member Hernandez and with a unanimous vote, the motion carried.

EXECUTIVE SESSION

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

8.0	
8.1	Section 551.086 (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

City Manager deGraffenried left Executive Session at 7:45 pm, and City Secretary Sims was called into Executive Session at that time.

Council adjourned Executive Session at 8:28 pm.

REGULAR SESSION

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

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

Adjourn – Council member Pratus moved to adjourn at 8:28 pm, the motion was seconded by Mayor Pro Tem Morris and with a unanimous vote, the motion carried.

PASSED AND APPROVED this _____ day of _____, 2024.

Herb Pearce, Mayor

ATTEST

Becky Sims, City Secretary

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City Manager

ITEM NO. 3.1

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

Subject:

Discussion and possible action regarding the second 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 24, 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 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.

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 10TH DAY OF JUNE 2024.

PASSED AND ADOPTED ON THE SECOND READING ON THE 24TH DAY OF JUNE 2024.

APPROVED:

ATTEST:

Herb Pearce, Mayor

Becky Sims, City Secretary



Information
Systems

Memo

To: Finley deGraffenried, City Manager
 From: Monica Wright, Director of Information Systems
 Date: Tuesday, June 18, 2024
 Re: May 2024 Monthly Report

Service Tickets - Social Media - Website Stats

IT Service Tickets	255
Facebook Followers	8,091
Twitter Followers	778
Instagram Followers	868
Website Page Views	44,783

IT Supported Hardware & Software

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

May Projects Completed:

- Obtained quote/ordered network monitoring software
- Obtained quotes for FY 24-25 software renewals/projects
- Created FD ID Badges using Cloud Badging ID software
- Configured/issued out (3) PD replacement Dell toughbooks
- Attended Tyler Technologies Incode v.10 demonstration
- Obtained quote for Tyler Technologies Incode v. 10 w/ output processor
- Sent 3CGEO City Nextlink fiber information for IT map layer
- Installed Nextlink internet service at WM Brook Park
- Obtained quote for WM Brook Park security cameras
- Obtained quote for security cameras/ordered
- Configured/installed Ubiquiti NVR for security cameras video storage
- Ordered City logo shirts from Badger Tracks
- Configured/replaced (1) mini-PC at WWWW
- Submit FY 23-24 Budget Projections to City Manager/Finance
- Submit FY 24-25 Budget to City Manager/Finance
- Applied Netmotion renewal keys to server
- Posted Summer events on City website/socials
- Installed Nextlink internet service at Campbell Park restrooms
- Assisted PD staff and vendor with Cardinal Mobile Cite install on laptops
- Replaced iphone for Building Official
- Configured/installed replacement Utility printer
- Nextlink was onsite to troubleshoot internet problems at Hanna Springs Pool

June Projected Projects:

- Obtain quote for replacement City Manager laptop/configure/install
- Obtain quote for replacement Golf Manager Color LaserJet printer/configure/install
- Obtain quote for Ubiquiti Unifi Dream Machine Pro security camera router/order/install
- Obtain quote/order replacement Fire Department IPAD w/ SIM
- Obtain quote/order (4) replacement EOL switches for IT & PD/install
- Assist PD Cardinal vendor with printer problems within Badge
- Configure/install replacement IT Dept file server
- Obtain quote for replacement PD security cameras/NVR/order/install
- Build out Sql Server VM for Network monitoring software
- Configure network monitoring software

- Obtain quotes for Nextlink internet service at PW injection sites
- Assist PD and vendor with Cardinal Mobile Cite installation on laptops
- Renew PD CJIS certification
- McGregor Glass onsite to look at IT Building Windows
- Install additional security cameras at Hancock Springs Pool, Hanna Springs Pool, and Golf Pro Shop
- Configure city phones not on MDM (mobile device management)
- Replacement desktop PCs in various departments
- Deactivate network/email user accounts for employees leaving/archive their documents/emails
- Public Works Department installing french drains at IT Building for flooding problem
- Upgrade OS on all PCs/laptops to Windows 11 OS

FY 2023/2024 Budgeted Projects:

- TylerTechnology ExecuTime Time & Attendance **(completed)**
- PD Verizon phone upgrades **(completed)**
- FD Verizon phone upgrades **(completed)**
- Obtain quote/configure EDC tablet w/ eSIM **(completed)**
- Nextlink internet service at Cemetery **(completed)**
- Implement Mobile Device Management (MDM) solution **(completed)**
- Obtain quote/configure W/WW Toughbook tablet w/ eSIM **(completed)**
- Obtain quote/order (15) Microsoft Office 2019 STD licenses **(completed)**
- Nextlink internet service at Parks 580 Sports Complex **(completed)**
- Nextlink internet service at Parks Barn **(completed)**
- (1) FD CradlePoint Router **(completed)**
- AT&T dedicated fiber circuit install (1GB) **(completed)**
- AT&T dedicated fiber circuit install (500MB) w/ diverse path **(completed)**
- Implement Verizon Mobile Device Management Solution **(completed)**
- Purchase/Install (10) security cameras **(completed)**
- Nextlink Internet at Parks facilities (WM Brook Park, Campbell Park) **(completed)**
- Obtain quotes/configure/replace (14) desktop PCs **(completed)**
- Configure/install (2) Ubiquiti NVR's for security cameras **(completed)**
- Obtain quotes/configure/replace (2) PD Patrol Toughbooks **(completed)**
- FY 23-24 Budget projections **(completed)**
- FY 24-25 Proposed Budget **(completed)**
- Obtain quotes/configure/replace (1) NAS Synology file server (ordered)
- Obtain quotes/configure/replace (4) EOL switches (PD, IT Building) (ordered)
- Obtain quote/configure/install replacement Golf Manager Color LaserJet printer (ordered)
- Replace (2) rack mount server UPS
- Verizon JetPack upgrades (ongoing)
- Upgrade to Windows 11 OS on all desktop PCs & Servers with Windows 10 OS
- Deploy City wide cyber security training for all employees/report to State DIR
- Dispose of outdated/broken technology items

Daily/Weekly/Monthly Tasks:

- OS updates on all NAS devices, firewalls, WAPs
- Activate/configure all City data cell phones
- Activate/configure all City Verizon jetpacks
- Assist with all issues related to online payments
- Install Windows updates on City/PD servers & workstations
- Content updates to City website/social media platforms/setup recurring dlvr.it social media posts

- Reply to website/social media submissions/requests
- Perform routine maintenance on hardware and software
- Backup all workstations/servers/NAS storage devices
- Update virus/spyware definitions and apply security patches to computers/servers
- Prepare reports for and attend directors meeting and City Council meeting
- Continued education of network security threats
- Continued research of applications/software for departments
- Documentation for all software/hardware configurations
- Setup Council Live Stream meetings/archive to website and file server
- Create cyber security phishing campaigns/deploy to employees/council members

Future Projects & Goals:

- Migrate e-merchant solution to Tyler Web Payments (FY 24-25)
- Migrate Incode v.9 to Incode v.10 Cloud (FY 24-25)
- Deploy Library Cybrarian software/thin clients (FY 24-25)
- Replace Utility Billing Printronix printer (FY 24-25) (EOL)
- CJIS Security Audit (FY 24-25)
- Install security cameras at Parks facilities (FY 24-25)
- Obtain quote/configure/replace Utility Billing & Municipal Court chip readers (FY 24-25)
- Core & Main water meter software upgrade (Neptune 360) (FY 24-25) (EOL)
- Configure/setup Library PC/(2) receipt printers/(2) credit card readers/Incode (FY 24-25)
- Adopt future amendments to IT Computer Policy
- City Website Re-Design (FY 25-26)
- EDC Website Re-Design (FY 25-26)
- Replace (7) EOL PD Toughbooks (FY 25-26)
- Replace (10) EOL Switches (FY 25-26)

LAMPASAS PUBLIC LIBRARY

MAY 2024

Circulation	We circulated 4,438 items in May, which is up 5.4% from April (4,211). We were closed May 27 for Memorial Day.
Door Count	There were 3,559 visitors during May, which is up 10.8% from April (3,213).
Internet Usage	There were 406 Internet sessions in May, up 21.9% from April.
Wifi Usage	In May, 127 unique visitors accessed our wifi network. This is up 12.4% from last month. Our total number of visits in May was 387 (up 37.2% from April). (See attached infographics as well.)
Text Interactions	We communicated, via text messages, with 157 unique phone numbers in May, which is up 6.8% from April (147). We sent/received a total of 744 messages, which is up 7.2% from last month.
Video Streaming	We had 17 clicks in the adult collection (down 5.6% from April) and 12 clicks in the kids' collection of videos (down 25% April), for a total of 29 (down 14.7% overall).
May Programs	In May, we had 2 staff story times, ag story time, How Pinteresting!, Cornelia Key Book Club, and 42 Club. We also offered a painting class at Estates of Lampasas.
Upcoming Programs	In addition to our Summer Reading programs in June, we will have Cornelia Key Book Club and 42 Club.
Summer Reading	Summer Reading began June 3, and our theme this year is "Adventure Begins at Your Library." As in the past few years, children will earn a different prize each week for reading, and the teens will complete tasks to be entered to win three different prizes. We have some exciting programs and activities planned, so we're expecting another fun summer. The first week was a hit, especially the magic show!

Lampasas Public Library

May-2024

In May, 127 unique patrons used your library WiFi. On average, these patrons visited to use the WiFi on just under 3 individual days.

Change from prior month



387 ↑ 37.23%

Monthly Sessions



340 ↑ 36.55%

Total Visits



127 ↑ 12.39%

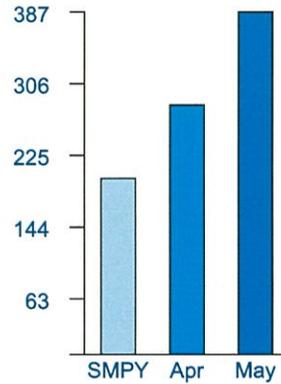
Unique Visitors



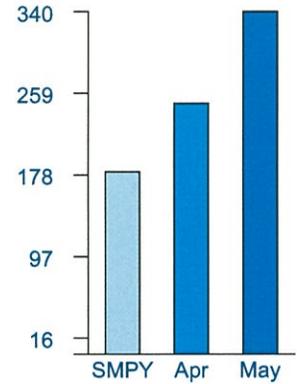
2.68 ↑ 21.82%

Average Return Rate

Total Monthly Session Count

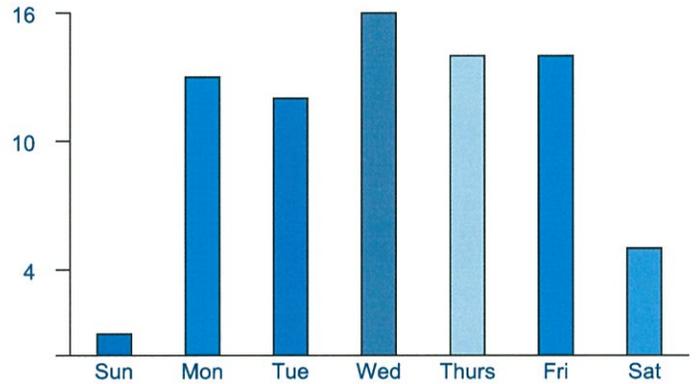


Total Monthly Visits

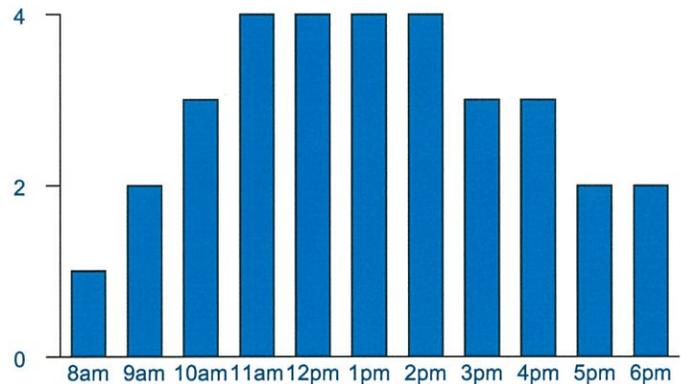


*SMPY: Same Month Prior Year

Average Daily Visits



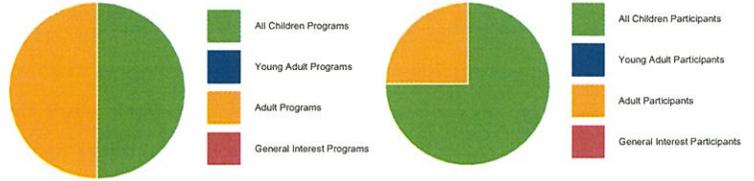
Average Peak Hourly



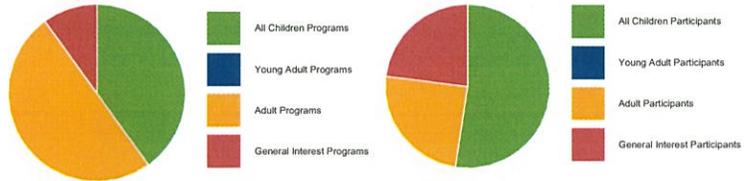
Lampasas Public Library

October, 2023 - May, 2024

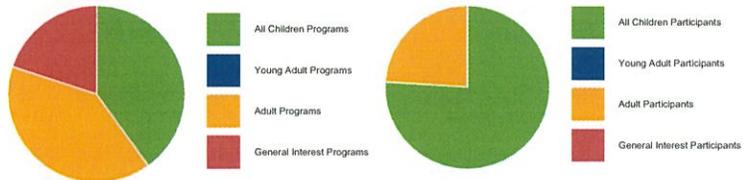
October					
Overview					
All Children Programs	4	50%	All Children Participants	57	75%
Young Adult Programs	0	0%	Young Adult Participants	0	0%
Adult Programs	4	50%	Adult Participants	19	25%
General Interest Programs	0	0%	General Interest Participants	0	0%
Total Programs	8		Total Participants	76	



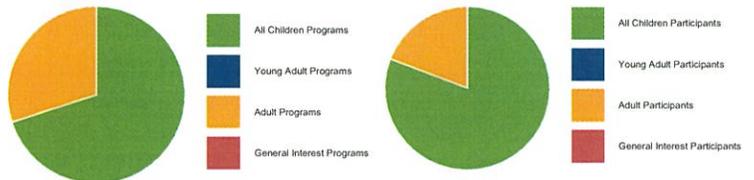
November					
Overview					
All Children Programs	4	40%	All Children Participants	68	52.31%
Young Adult Programs	0	0%	Young Adult Participants	0	0%
Adult Programs	5	50%	Adult Participants	32	24.62%
General Interest Programs	1	10%	General Interest Participants	30	23.08%
Total Programs	10		Total Participants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



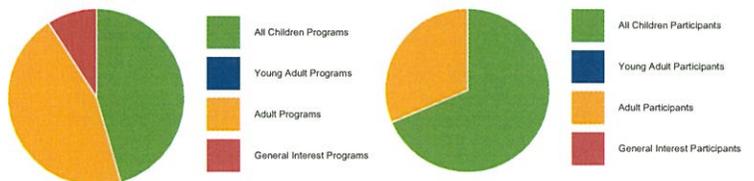
December					
Overview					
All Children Programs	2	40%	All Children Participants	38	76%
Young Adult Programs	0	0%	Young Adult Participants	0	0%
Adult Programs	2	40%	Adult Participants	12	24%
General Interest Programs	1	20%	General Interest Participants	0	0%
Total Programs	5		Total Participants	50	



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



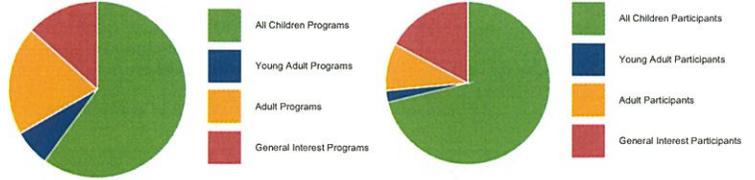
February					
Overview					
All Children Programs	5	45.45%	All Children Participants	109	68.55%
Young Adult Programs	0	0%	Young Adult Participants	0	0%
Adult Programs	5	45.45%	Adult Participants	50	31.45%
General Interest Programs	1	9.09%	General Interest Participants	0	0%
Total Programs	11		Total Participants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



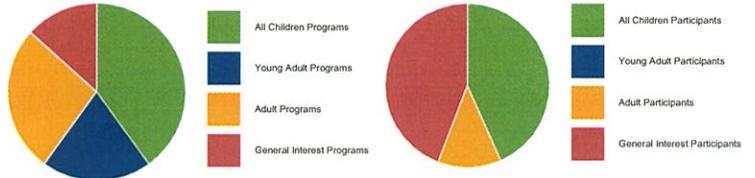
Lampasas Public Library

October, 2023 - May, 2024

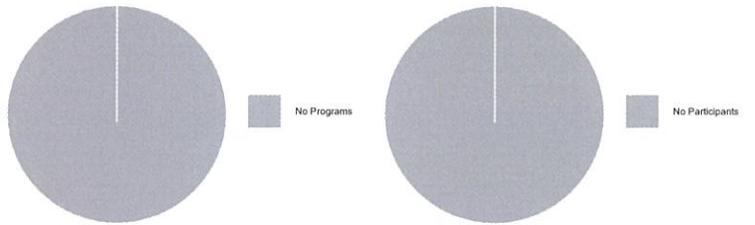
March					
Overview					
All Children Programs	9	60%	All Children Participants	158	71.17%
Young Adult Programs	1	6.67%	Young Adult Participants	5	2.25%
Adult Programs	3	20%	Adult Participants	21	9.46%
General Interest Programs	2	13.33%	General Interest Participants	38	17.12%
Total Programs	15		Total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



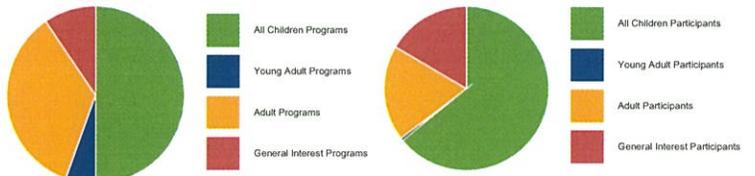
April					
Overview					
All Children Programs	6	40%	All Children Participants	97	43.3%
Young Adult Programs	3	20%	Young Adult Participants	0	0%
Adult Programs	4	26.67%	Adult Participants	28	12.5%
General Interest Programs	2	13.33%	General Interest Participants	99	44.2%
Total Programs	15		Total Participants	224	



May					
Overview					
All Children Programs	0	0%	All Children Participants	0	0%
Young Adult Programs	0	0%	Young Adult Participants	0	0%
Adult Programs	0	0%	Adult Participants	0	0%
General Interest Programs	0	0%	General Interest Participants	0	0%
Total Programs	0		Total Participants	0	



Year in Review					
Overview					
All Children Programs	37	50%	All Children Participants	645	64.05%
Young Adult Programs	4	5.41%	Young Adult Participants	5	0.5%
Adult Programs	26	35.14%	Adult Participants	190	18.87%
General Interest Programs	7	9.46%	General Interest Participants	167	16.58%
Total Programs	74		Total Participants	1007	



MEMO:

To: Finley deGraffenried, City Manager

From: Kris Morin, Golf Course Manager

cc: City Council Members

Date: June 12, 2024

Re: Monthly Report, May 2024

- Weekly mowing and maintenance procedures were started, and continued, on a regular basis on the golf course
- Vertical mowing of greens was started mid-month this month to aid in thatch control on the greens surface
- Weekly topdressing, and coco-mat dragging, program is continuing on a weekly basis, to aid in smoothing out greens
- Weekly greens fertility application to all greens throughout the month
 - Includes liquid fertility, fungicide, insecticide, wetting agent, and growth regulators
- Monthly Application of growth regulator (primo) and iron to fairways, tees, and approaches is continuing as part of the Agronomic plan
- Monthly application of custom slow-release fertilizer (granular) is being applied to greens and tee boxes to aid in plant health
- Bi-weekly application of Gypsum has ended completely on all greens
 - NOTE: A liquid form has been incorporated in place of the gypsum to aid in “flushing” the greens of nutrients tied up in the soil profile.
 - This liquid application will be made ONCE a month, and is more cost efficient both agronomically and financially
- A monthly root enhancer program has been incorporated on a monthly basis to aid in root growth
- Greens mower heights have been gradually dropped on a regular basis to achieve a smoother surface, and more desirable greens speed
- Major storms knocked down numerous trees, and large limbs, throughout the entire golf course, which led to multiple days of course cleanup
- Had several large rains that caused some flooding and course closures
- Maintenance crew repaired several old irrigation heads, as the internals were worn, and the entire heads needed to be replaced
- New Club Car Rental Cart Fleet arrived at the beginning of May
 - NOTE: So far, all carts and service have been outstanding



CITY SECRETARY DEPARTMENT/ MAY 2024 MONTHLY REPORT

Brief Monthly Overview of Department Employees:

Becky Sims, City Secretary/Zoning Administrator

- Assisted the City Manager, ACM, EDC Director and Building Official with daily operations.
- Posted packet, attended and took minutes for the LEDC Meeting on May 15, 2024.
- Prepared and posted packet, attended and took minutes for the May 13 and May 28, 2024 City Council Meeting
- Prepared agenda, packet and took minutes for the CIP meetings held on May 9th and May 23rd.
- Prepared agenda and took minutes for the Courtyard Square Association May Meeting,
- Finalized line-up for Friday Night Music in June, distributed flyers, secured food truck.
- Attended Hostess House Pre-Construction Meeting on May 10, 2024
- Updated Solid Waste Proposal Documents
- Scheduled contractor to hang acoustic panels in the Jack Calvert Municipal Building.
- Attended LCRA grant award presentation for the Lampasas Trails Organization.
- Attended Hostess House Meeting on May 22, 2024
- Met with new engineering firm for Silvercreek Assisted Living Expansion Project
- Attended pre-development meetings for two new potential projects in Lampasas.
- Completed FY 25 Budget Projections and Proposed Budget
- Submitted Commercial Plan Sets to ICC for Third Party Review
- Worked on updating MYGOV with developer.
- Reviewed final bid package for Wayfinding Sign Project, published invitation to bid in Lampasas Dispatch
- Worked on TML Risk Pool claims
- Reviewed concept plans for proposed projects/provided development & utility information to several prospects.
- Processed/Facilitated Open Records Requests
- Daily Building /Planning & Zoning responsibilities – key contact person who handles inquiries/requests and all administrative work/research.

Kayleigh Stanley- Executive Secretary/Permit Technician

- Advised Citizens/Contractors of required documentation for permits; upon receipt of documentation issued building permits through My Government Portal/ Assigned Inspections
- Maintained vehicle inspection/registration process for City vehicles for May
- Attended May City Council Meetings
- Attended May CIP Meetings
- Prepared Cemetery Deeds and filed with County
- Handled Waste Connection Inquiries.
- Cross-Training and learning about Zoning
 - Prepared map for tax cards/created labels
 - Attended ZBA & Planning & Zoning Meetings
- Handled TML Asset Inventory submittals and updated portal

Finance/Utility Billing & Collection

MEMO

Date: June 20, 2024

To: Finley deGraffenried, City Manager

From: Yvonne Moreno, Finance Director

RE: Monthly Report for May 2024

Finance Department:

- * Put budget numbers from Departments into the system for projected balance and FY 24-25 proposed balances.
- * Continued with Time and Attendance and import/export with Incode for payroll.
- * Worked with employees on issues in Time and Attendance.
- * Worked with staff to organize files within the departments.
- * Ordered necessary supplies for the department.
- * Accounts Payables processing is on a regular schedule and bills are processed on a weekly basis ensuring that our expenses are recorded in a timely manner.
- * Reviewed purchases for correct GL posting. Corrected errors found during budget process.
- * Recorded various Journal entries for sales tax, bank reconciliations, etc.
- * Sales Tax for May was \$263,664 which is a decrease of 7.2% from May 2023.
- * Reconciled 18 bank accounts
 - Processed 415 Accounts Payable Checks
 - Processed Bi-Weekly Payroll and Longevity Checks

Utility Department:

- The Electric billing for May 2024 was 13% higher than what was billed in May 2023. The Water billing for May 2024 was 11% less than what was billed in May 2023.
- May Statistics for the department:

Total Water Customers	3,631
Total Wastewater Customers	2,882
Total Electric Customers	5,123
Residential Garbage Customers	2,765
Connects:	34
Disconnects:	26
Read In/Read Out:	33
Disconnects for Non-Pay:	19 (17 reconnected)
(days over 100 degrees we will not disconnect)	



Memo

To: City Manager Finley deGraffenried

From: Police Chief Jody Cummings

Date: 06.03.24

Re: **Police Department** Monthly – May 2024

1. Chief of Police Jody Cummings attended 2 regular City Council Workshop Regular Meetings.
2. Chief Cummings attended 2 CIP meetings.
3. Chief Cummings attended 3 Director's meetings.
4. Chief Cummings attended 1 CIP meeting.
5. Chief Cummings read a book to the Hanna Springs 3d grade at the Lampasas Library pocket park.
6. The Police Department observed National Police Week and Police Officer Memorial Day.
7. The Department observed National EMS Week.
8. Chief Cummings participated in a Lampasas Radio live-on-air interview.
9. Assistant Chief Charlie Boswell participated in a Lampasas Radio live-on-air interview.
10. The Department Conducted a hand gun training and qualification range.
11. The Department Conducted a patrol rifle training and qualification range.
12. The Department's School Resource Officers provided security at the High School Prom.
13. The Department's SRO's provided security and support to the High School's Graduation.
14. The Department's SRO's provided security at the Middle School Badger Bash Dance.
15. The Department celebrated Dispatcher Marissa Smith's 5-year anniversary.
16. The Department celebrated Dispatcher Danicka Keeling's 6-year anniversary.
17. The Department welcomed Dispatcher Brenda Hopkins to the team.
18. The Department welcomed Community Church Pastor Zach Huckabee as Department Chaplain.
19. The Department celebrated Animal Shelter Technician Alissa Erwin's 1-year anniversary.
20. Police/Code Officer Brandon English completed code enforcement training and certification.
21. Police Investigators presented cases to the Grand Jury.
22. Patrol Lieutenant Chuck Montgomery attended a radio meeting with LISD and TEA.
23. AC Boswell coordinated Police Cadet Chris Nobles' background and Academy registration.
24. Pt. Lt. Montgomery meeting with Spring Ho.
25. Pt. Lt. Montgomery met with the Lampasas Chamber of Commerce about Spring Ho.
26. Patrol Officer (to-be) Gene Drake completed Texas Peace Officer Recertification Training.
27. The Lampasas Animal Shelter moved into its newly built and grant funded "cattery."
28. The Police Department hosted a radar certification training for multiple agencies.

Lampasas Fire Department

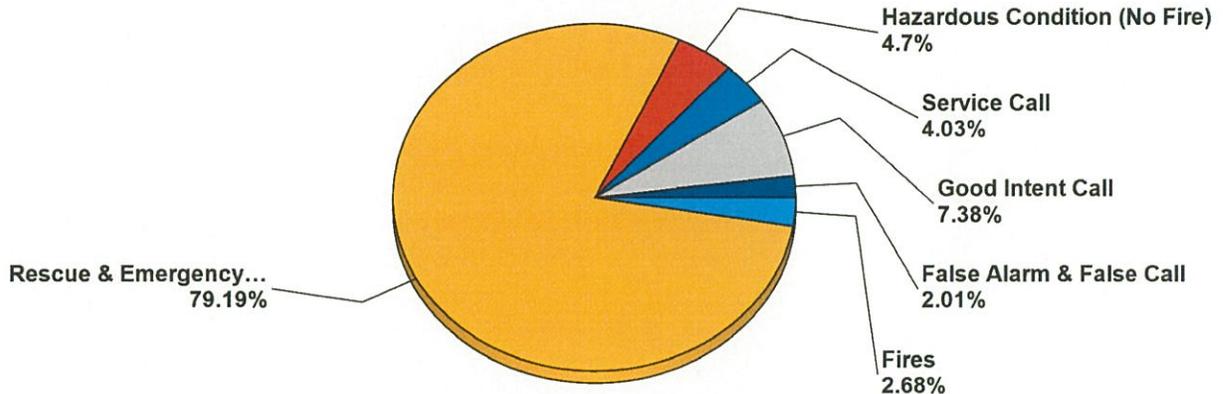
Lampasas, TX

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Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 05/01/2024 | End Date: 05/31/2024



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	4	2.68%
Rescue & Emergency Medical Service	118	79.19%
Hazardous Condition (No Fire)	7	4.7%
Service Call	6	4.03%
Good Intent Call	11	7.38%
False Alarm & False Call	3	2.01%
TOTAL	149	100%

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

Detailed Breakdown by Incident Type		
INCIDENT TYPE	# INCIDENTS	% of TOTAL
111 - Building fire	2	1.34%
131 - Passenger vehicle fire	1	0.67%
143 - Grass fire	1	0.67%
300 - Rescue, EMS incident, other	2	1.34%
311 - Medical assist, assist EMS crew	102	68.46%
322 - Motor vehicle accident with injuries	2	1.34%
324 - Motor vehicle accident with no injuries.	8	5.37%
363 - Swift water rescue	4	2.68%
411 - Gasoline or other flammable liquid spill	1	0.67%
412 - Gas leak (natural gas or LPG)	2	1.34%
424 - Carbon monoxide incident	2	1.34%
444 - Power line down	1	0.67%
445 - Arcing, shorted electrical equipment	1	0.67%
521 - Water evacuation	1	0.67%
541 - Animal problem	1	0.67%
542 - Animal rescue	1	0.67%
550 - Public service assistance, other	1	0.67%
561 - Unauthorized burning	2	1.34%
611 - Dispatched & cancelled en route	11	7.38%
721 - Bomb scare - no bomb	1	0.67%
745 - Alarm system activation, no fire - unintentional	1	0.67%
746 - Carbon monoxide detector activation, no CO	1	0.67%
TOTAL INCIDENTS:	149	100%

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

Memo



To: Chris Eicher, Parks & Recreation Director
From: Lupe Charping, Parks Secretary
Date: June 19, 2024
Re: Monthly Report – May 2024

Parks & Recreation

Brief Monthly Overview – Parks & Recreation

Lupe Charping, Parks Secretary

- Attended meetings with Parks, Parks Facilities, and Cemetery supervisors
- Processed all Purchase orders for Parks, Parks Facilities, Cemetery, and Pools.
- Answered all inquiries regarding Airport, Parks Facilities, Parks, Cemetery and pools
- Attended weekly Directors' meetings representing the Parks Department
- Order supplies for Parks, Cemetery, Parks Facilities, and Hanna Pool
- Took reservations for Hancock Pavilion and Campbell Pavilion
- Prepared and posted packet and took minutes for the May 16 Parks Board meeting
- Assisted with various ongoing projects
- Followed up with vendors regarding invoices
- Worked closely with Parks, Parks Facilities, Cemetery, and Pool supervisors to help meet their needs
- Followed up with contractors regarding bids for Airport fuel replacement tank
- Ordered and picked up concession stand items from Sam's Club for the pools (weekly)
- Attended meeting with pool employees
- Did monthly report
- Reviewed time sheets for pool employees
- Checked on pools during Memorial Day Weekend
- Answered calls from pool employees on Memorial Day weekend

Memo

To: Chris Eicher
From: Steven Knowlton
Date: June 19, 2024
Re: Monthly Report – May 2024

Sports Facilities

Brief Monthly Overview – Sports Facilities

Weekly Activities

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

Service, Maintenance

- Pressure-washed turf mower
- Back lapped, lubricated, and set reels to bed knife on John Deere 4400A
- Replaced small deck belt on SCAG #1
- Cleaned baffles and lubricated SCAG 1 and 2
- Pressure-washed turf mower and golf cart
- Cleaned shop, bathroom and breakroom
- Lubricated, checked fluids, and set reels to bed knife on turf mower
- Replaced primer bulb and filter on weed eater

Goodrich Tennis Courts

- Mowed, edged, and cut grounds
- Removed mud and leaves from concrete after rainstorm

Gavin Garrett Soccer Complex

- Mowed complex (weekly basis)
- Painted all Soccer fields (weekly basis)
- Moved soccer goals to the water plant and secured them
- Disposed of down limbs and brush from the rainstorm

Turner Complex

- Edged, cut and mowed complex (weekly)
- Chalked softball and baseball fields
- Set out extra trash cans for the field day event
- Chalked and painted foul lines at Turner, HEB, and Weaks fields(weekly)
- Extra clean up and removal of trash cans after Hanna spring field day

580 Sports Complex

- Edged, cut and mowed complex (weekly)
- Chalked both softball fields
- Gathered picnic tables and trash cans for fieldtrip for school
- Moved trash cans and picnic tables to playground area for project graduation event

Memo



To: Chris Eicher, Parks and Recreation Director
From: Jessie Acosta
Date: June 19, 2024
RE: Monthly Report-May 2024

Parks and Recreation

Daily Activities

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

Monthly Activity - Overview

- Mow & trim Brook Park (3x)
- Hanna Springs Pool maintenance; install new signs, improve & address items for repair
- Install new a/c window unit at Hanna Pool guard room
- Mow and trim Campbell Park, Hanna Springs Pool, and Avenue A properties (2x)
- Mow and trim Head Start and Senior Center(2x)
- Till/turn mulch at WM Brook Park & Sueann playgrounds
- Mow and trim around the City Hall complex (2x)
- Apply Herbicide on weeds in all park properties/parking lots
- Mow and trim Library Park, mow & trim vacant lot at Library property (2x)
- Trim and mow four corners at Highway 190 & 183 (2x)
- Trim and mow the island at HWY 281 and Walnut Street (2x)
- Hancock pool maintenance; open valve to drain
- Mow and trim Cook Cemetery (2x)
- Address storm damage; cut up and dispose of fallen tree limbs in all parks
- Assist Sports Facilities- trim curves & fence lines at 580 Complex
- Mow, and trim Airport property
- Mow & trim Hancock Park, pool and Hostess House (2x)
- Assist Cemetery department -trim curb lines & around grave sites
- Mow and trim Sueann Park and drainage
- Mow and trim College Street Park, Colored School, and church property
- Remove dead trees behind colored school property
- Edge, cut and mow around Parks Shop (2x)
- Mow & trim curb lines at Business Park; trim medians
- Trim trees in WM Park and Campbell Park
- Rake and level mulch at Brook and Sueann playgrounds; blow off sidewalks & gazebos in all parks

Memo



To: Chris Eicher
From: Jacob Rivera
Date: June 19, 2024
Re: Monthly Report- May 2024

Cemetery

Brief Monthly Overview – Cemetery

- Weekly reports
- Logged reports of death/site sales
- Sifted dirt
- Filled sunk graves
- Researched graves for families
- Marked area for headstones
- Assisted families in planting trees
- Prepared for funerals
- Assisted customers with future site purchases
- Verified graves for Funeral home
- Mowed Flag area, PCA, PCB, Block 5,6,7,8,9
- Placed flags on graves for Memorial Day
- Ordered new parts for mowers
- Marked and dug cremation hole for service
- Picked up debris
- Edged and cut around curves and graves

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City of Lampasas

M E M O

To: Mayor and City Council
 From: Finley deGraffenried
 Re: Manager's Report
 Date: 21 June 2024

- 281 Ryan reports that although TxDOT contractors have made good progress on the intersection of US 281 and EE Ohnmeiss, the opening of Business 281 will be delayed by approximately 2 weeks. The delay is primarily due to weather in May and June, which will push the opening of the intersection to the first part of July. The City will also be relocating some electric feeds and transformer locations in Brook Park as a result of the project, as well as modification to the water feature in the Ruth Eakin Amphitheater.
- Hostess House As a reminder, the ground breaking ceremony for the Hostess House renovation will be held on June 26th at 9:00 a.m. Staff and consultants have been meeting with the contractor every two weeks and reviewing and approving material and construction submittals and Requests for Information ("RFI"). As reported, the Notice to Proceed ("NTP") is still on schedule for July 1, 2024 with a contracted time for substantial completion at 180 days.
- Water The disinfection conversion to free chlorine has been less than effective initially due to reduced pumping from Central Texas Water Supply Corporation ("CTWSC") due to fouled raw water screens, and lack of chlorine inputs and flushing by Kempner Water Supply Corporation ("KWSC"). Previous burns, that ultimately benefited distribution lines and TTHM levels, were only possible due to the coordinated efforts of all systems. The City is hopeful efforts by CTWSC and KWSC will match the City's for a successful and effective burn. Staff remains in close contact with our partners to the east and is hopeful the burn will have positive results.
- Rural Transportation Judge Hoyer advised City staff that the recent request from the more urban areas of the Transportation District (Bell, Coryell, and Milam Counties) to form a separate district has been vetted by TxDOT and may proceed. After consultation with the City, the urban district will also include Lampasas County and the City of Lampasas. Staff did advocate for inclusion due to the importance of the US 190 corridor, and the link between Lampasas (contractors, healthcare, services and employment) and communities to the east. In FY 2024 the City did participate financially with the County to maintain service levels, however; current requests for funding have not been requested nor determined.

LEDC

The Lampasas Economic Development Corporation met on June 19th to discuss their FY 2025 budget, strategies for marketing the Business Park, and the current Board vacancy. Additionally, the Board discussed the postponed joint meeting with City Council and based on availability, requested consideration for July 15th. The Board is hopeful the budget will be prepared and available for Council consideration after their July 17th regular meeting.

Trash

The City conducted a Solid Waste pre-bid meeting on June 18th with three potential bidders in attendance. The City reviewed basic conditions of a potential contract and provided answers to Requests for Information (“RFI”) including number and frequency of commercial services and general terms. There was a request for changing the date for submittal of proposal from July 2nd to July 9th, and staff is currently assessing the request and will make notification to all potential bidders if there is a date change. Staff should be prepared to have Council consider bids and award on July 22nd. The current contract for Solid Waste Services expires in May 2025.



City Manager

ITEM NO. 7.1

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

Subject:

Discussion and possible action to approve the Lease Agreement between the City of Lampasas and the County of Lampasas Rodeo Association. ("Association")

Requested By: Ryan Ward, ACM

Submitted By: Ryan Ward, ACM

Date Submitted: June 20, 2024

For the Agenda of: June 24, 2024

Procurement and Funding Statement:

N/A

Attachments:

Summary Statement:

At the March 25, 2024 council meeting, the County of Lampasas Rodeo Association advised Council that they would like to enter into an Agreement with the City of Lampasas for the management of the 580 Complex Rodeo Arena. The Lease Agreement would allow the Association to oversee the arena, as well as the marketing and scheduling of various rodeo events. The prior Memorandum of Agreement (MOA) was previously with the Lampasas Riding Club. The Association would like to propose an initial one-year agreement, with the intent to review the terms of agreement and reassess the results of marketing efforts and improvements to the arena, for consideration yearly thereafter. At the direction of Council at the May 28, 2024 Council meeting, a joint meeting was held with Mayor Pearce, Mayor Pro-Tem Morris, Council member Hernandez, Staff, Association, and the Riding Club to discuss terms of lease, events, maintenance, fees and public use. At this time Staff has prepared the attached draft Lease Agreement, along with fee schedule for council consideration.

Recommendation:

To consider a motion to approve the Lease Agreement between the City of Lampasas and the County of Lampasas Rodeo Association. ("Association")

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City Manager

ITEM NO. 7.2

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

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:

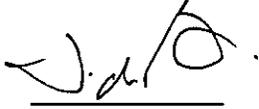
Summary Statement:

The CIP report was discussed during the Joint Workshop Session with CIP Committee members at the June 10, 2024 Council meeting. 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 regarding the final payment in the amount of \$11,358.61 for the APCO IntelliComm Guidecard System & EMD Program as defined in the Interlocal Agreement with Lampasas County.

Requested By: Jody Cummings, Police Chief

Submitted By: Jody Cummings, Police Chief

Date Submitted: June 11, 2024

For the Agenda of: June 24, 2024

Procurement and Funding Statement:

Funding and expenditures are identified, however not budgeted, but will be reimbursed as identified in the Interlocal Agreement.

Attachments:

Summary Statement:

This item has been placed on the agenda to allow staff to move forward with the second-half and final payment of the purchase of the APCO IntelliComm Guidecard System & EMD Program. On September 12, 2022, Council approved an interlocal agreement whereby the City agreed to provide Emergency Ambulance Dispatching service to Lampasas County. The County agreed to reimburse the City for certain related expenses to include the cost of the EMD Program as defined in the agreement. On October 24, 2022, the council approved the purchase of the program at a total cost of \$22,358.61. Per the APCO agreement, a first-half payment of \$11,000.00 was then made from the 2022-23 budget year. It was unbudgeted, approved by council and later reimbursed by the County. The Police Department has recently fully implemented the program. The second-half payment of \$11,358.61 is now due. It will be from the current 2023-24 budget. It's unbudgeted. It will be reimbursed by the County per the agreement.

Recommendation:

To consider a motion to approve the final payment towards the purchased and now implemented APCO IntelliComm Guidecard System & EMD Program in the amount of \$11,358.61.

5. **Fees.** The total fees for APCO IntelliComm and Services are as described in Exhibit B ("Total Fees"). If not enumerated in Exhibit B, additional fees may also be invoiced to Agency for EMD-related training, certification, renewal, and re-certification of instructors and employees pursuant to the standard APCO rate sheet applicable at the time of delivery of Services to Agency.
6. **Payment Terms.** Agency agrees to pay the Total Fees in two installments per the following payment schedule: an initial 50 percent payment upon the signing by Agency of this Agreement and the remaining 50 percent payment upon final delivery. Payments that are not received within thirty (30) days of the applicable due date shall accrue interest at the rate of one and one-half percent (1.5%) per month (eighteen percent (18%) per annum), or at the maximum amount permitted by law, until paid to APCO in full. APCO may at its sole discretion defer or discontinue Services to the Agency while payments are in dispute and until APCO is paid in full. Agency agrees that the charges set forth herein are reasonable compensation for the acceptance and handling by APCO of such late payments. APCO further reserves the right to use any and all means of collection available under applicable law to collect any amount past due. Agency acknowledges and agrees that payments are nonrefundable once made, except pursuant to certain remedies otherwise specified in this Agreement.
7. **Maintenance Fees.** Fees are required to be paid by Agency to maintain continued use of APCO IntelliComm ("Maintenance Fees"), which may initially be included in an Implementation Fee. Maintenance Fees are assessed annually on a per authorized position basis, which may be billed initially on a pro-rata basis and, subsequently, invoiced annually with future payments due on the first day of the next Fiscal Year for Agency (the "Renewal Period"). APCO must provide Agency written notice of any change to the Maintenance Fees at least ninety (90) days prior to the end of the Renewal Period upon which time Agency has thirty (30) days to provide APCO written notice of termination. Inaction on the part of the Agency shall be regarded as consent to the increased Maintenance Fees.
8. **Additional Services Upon Request.** Agency may also elect to hire APCO or its agents to undertake configuration tasks or other ancillary work for which Agency is responsible. Adding disciplines (e.g., Fire and Law Enforcement) after initial Agency deployment of APCO IntelliComm shall also be subject to additional cost. APCO shall provide a time-based estimate where applicable and invoice Agency based on its then prevailing fee schedule. Payment in full in advance will be required prior to APCO or its agents commencing such work.
9. **Term; Termination.** This Agreement shall commence on the Effective Date and is subject to renewal on the maintenance anniversary date (a.k.a. Renewal Period). Either party may terminate this Agreement upon sixty (60) days written notice prior to the next Renewal Period. Regardless of which party terminates the Agreement, and regardless of cause, Agency acknowledges and agrees that APCO shall retain all fees and costs incurred by Agency up to and including the date of termination, and remit to Agency the pro rata portion of the fees unused following the date of termination. APCO may terminate this



Exhibit B - Total Fees

Agency: City of Lampasas Police Department

Primary Contact: Kelli Sanguinet, Supervisor
ksanguinet@cityoflampasas.com
512.556.3644 (ext 212)

CAD Vendor: None

Authorized Positions: 2

Discipline(s): EMD Fire Law

Fee Summary: \$22,000.00 [Refer to Section 6 for Payment Terms]
\$358.61 [Guidecards and Shipping]

\$22,358.61 Total



Remit Payment(s) To: APCO International, Inc.
351 N Williamson Blvd
Daytona Beach, FL 32114

*ACH can be arranged by emailing Doreen Geary
(gearyd@apcointl.org) who will provide details.*

Depending on the Agency's network configurations, a proxy server may be required at an equipment cost of \$4,500 to satisfy encryption and security protocols for APCO IntelliComm.

Maintenance fees assessed on a per authorized position basis are required to be paid annually for continued use of APCO IntelliComm.

The fees are subject to change should Agency acceptance of this Agreement occur more than sixty (60) days after the date of submittal (September 01, 2022).



Page: 1/1
 Invoice Number: 00078274

Invoice Date: 10/4/2022

APCO International Inc.
 351 N. WILLIAMSON BLYD.
 DAYTONA BEACH FL 32114-1112

Telephone: (386) 322-2500
 Federal ID #63-0461885

Bill to:

LAMPASAS POLICE DEPARTMENT
 301 FOURTH STREET
 LAMPASAS TX 76550

ACCOUNTS PAYABLE

Ship to:

LAMPASAS POLICE DEPARTMENT
 301 FOURTH STREET
 LAMPASAS TX 76550

ACCOUNTS PAYABLE

Purchase Order No.	Customer No:	Shipping Method	Payment Terms	
INTELLICOMM SOFTWARE	ED11813		Due on Receipt	
Qty Ordered	Description	Unit Price	Ext. Price	
1	APCO INTELLICOMM SOFTWARE	\$11,000.00	\$11,000.00	

50% PER CONTRACT TERMS

Subtotal	\$11,000.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Payment Applied	\$0.00
Total Amount:	\$11,000.00



Page: 1/1
 Invoice Number: 00078275

Invoice Date: 06/11/2024

APCO International Inc.
 351 N. WILLIAMSON BLVD.
 DAYTONA BEACH FL 32114-1112

Telephone: (386) 322-2500
 Federal ID #63-0461885

Bill to:

LAMPASAS POLICE DEPARTMENT
 301 FOURTH STREET
 LAMPASAS TX 76550

ACCOUNTS PAYABLE

Ship to:

LAMPASAS POLICE DEPARTMENT
 301 FOURTH STREET
 LAMPASAS TX 76550

ACCOUNTS PAYABLE

Purchase Order No.	Customer No:	Shipping Method	Payment Terms	
INTELLICOMM SOFTWARE	ED11813		Due on Receipt	
Qty Ordered	Description	Unit Price	Ext. Price	
1	APCO INTELLICOMM SOFTWARE	\$11,000.00	\$11,000.00	
1	EMD PRODUCTION GUIDE CARDS	\$329.00	\$329.00	

NO REFUNDS. NO RETURNS.
 PAYABLE IN US FUNDS
 PAYMENT DUE UPON RECEIPT OF INVOICE

Subtotal	\$11,329.00
Misc	\$0.00
Tax	\$0.00
Freight	\$29.61
Trade Discount	\$0.00
Payment Applied	\$0.00
Total Amount:	\$11,358.61

GL # 10-520-5525
 APPROVED [Signature]

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City Manager

ITEM NO. 7.4

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

Subject:

Discussion and possible action regarding Lampasas Central Appraisal District (LCAD) FY 24/25 Budget.

Requested By: Finley deGraffenried, City Manager

Submitted By: Finley deGraffenried, City Manager

Date Submitted: June 20, 2024

For the Agenda of: June 24, 2024

Procurement and Funding Statement:

N/A

Attachments:

Summary Statement:

As presented during workshop, this item has been placed on the regular agenda for council consideration.

Recommendation:

To consider a motion to approve, deny or to approve by taking no action regarding the LCAD FY 2025 Budget as presented.

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City Manager

ITEM NO. 7.5

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

Subject:

Discussion and possible action to upgrade from the current Xerox V180 Printer/Copier to a new Canon Image Press Lite C270 Office Printer/Copier for the City Administration Building.

Requested By: Becky Sims, City Secretary

Submitted By: Becky Sims, City Secretary

Date Submitted: June 20, 2024

For the Agenda of: June 24, 2025

Procurement and Funding Statement:

Attachments: Xerox Proposal

Summary Statement:

Annissa Couch, Sales Executive for Visual Edge IT; formally Benchmark Services met with Staff to discuss products offered through Visual Edge IT. During this meeting Staff discussed the functionality and trouble with the current Xerox V180 Printer/Copier. While the sales and service team have been phenomenal, the machine itself has failed Staff on more than one occasion. The lease contract is due for renewal in the fall of 2025. Through our discussion and service issues we have encountered over the past few years, we have been provided the opportunity to upgrade from the Xerox to a Canon; who the service team feels will better meet our needs, earlier than the current contract end date. This new machine is similar in features and price per month to what we currently use; with a higher resolution, capacity to handle heavier paper; which will cut down on paper jams, faster warm up times and capacity to staple up to 65 sheets for quick report binding.

Recommendation:

To consider a motion to approve proposal for the Canon C270 and allow the City Manager to execute any required documents.

Office and Creative Print Proposal

prepared for:



Prepared by:

Anniissa Couch
Sales Executive
(M) 512-334-0830
j@visualedgeit.com

Brent Rothlander
Production Print Specialist
m: 913-401-6311
brothlander@visualedgeit.com

Proposal Date: June 17, 2024
Proposal Good Until: July 31, 2024

Visual Edge Background

ABOUT VISUAL EDGE IT™



- Locally have been serving the Greater Houston community for over 25+ years.
- Nationally multi-branded (Xerox, Konica Minolta, Kyocera, and Canon)
- Visual Edge IT is Xerox's largest business partner nationally
- Visual Edge IT is the largest Production Technology Solutions Provider in the United States
- Kyocera's #1 business partner selling 15000C Cut Sheet Inkjet in the nation

Why Visual Edge

SERVICE & SECURITY DELIVERY

U.S.-Based Service Desk

Command Center

Security Operations Center

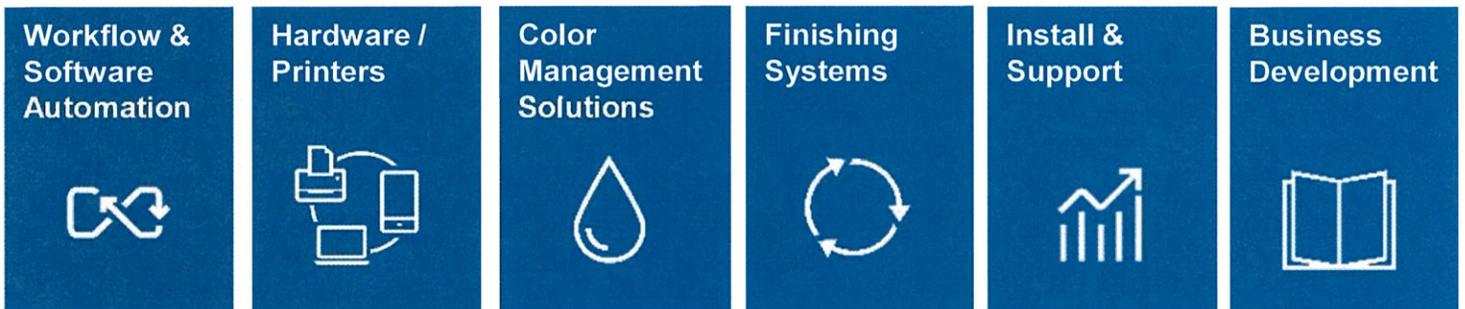
24x7 Proactive Monitoring

- Production Focused Business Model (Technology, Workflow, Business Development)
- Consultants as part of business development program
- Largest High-End Production Private Company in the United States
- Xerox's largest production business partner nationally
- Over 57k+ current clients
- Local warehouses for equipment, service, and supplies
- Direct dedicated manufacture vendor support due to large size of sales
- Vendor neutral mindset in recommendations and innovative ideas thought process
- Local support model with service and account management. We don't offshore. (Production Customer Service)
- East to work with and communicate with locally.

Total Solution Provider Framework

We can help support every aspect of your printing business journey. Leveraging our expertise and partnerships we can help with the whole purchasing cycle of everything revolving around printing and communications.

We are one of the nations top solution providers of technology and services under the Visual Edge umbrella which has many benefits to you. We can also help with the Value Proposition of on-going business development ideas, support, training to help grow your revenue and increase operational efficiencies.



COMPLETE END TO END SOLUTION UNDER ONE FRAMEWORK

Digital Press Color Print Solution



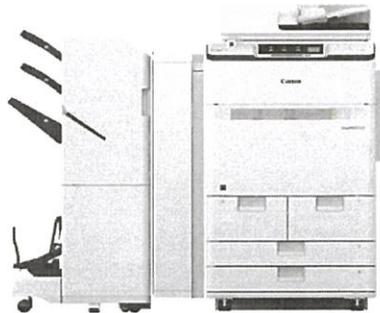
Canon imagePRESS Lite C270

Key Specifications and Features:

- 70 Pages per Minute in Color and Black and White
- 2400 x 2400 dpi Resolution
- Handles paper weights up to 350gsm(130lb. Cover Stock)
- Prints on coated, uncoated, cover, tabs, synthetics, polyester, window clings, transfer paper, envelopes and more

Proposed Configuration:

- ❑ **Dual Scan Document Feeder**
- ❑ **Paper Feed Capacity**
 - 2,450 sheets of paper feeding from 5 paper trays
 - 2 x 1,100 sheets (front paper trays, 8.5" x 11")
 - 2 x 550 sheets (front paper trays, paper sizes up to 13" x 19.2")
 - 1 x 250 sheets (bypass feed, paper sizes up to 13" x 51.2")
- ❑ **Automatic Dual Scan Document Feeder**
- ❑ **AC2 Booklet Finisher:**
 - 3 Output trays hold up to 3,500 sheets
 - Offset stacking
 - 2/3-hole punching
 - Staple up to 65 sheets – corner and double staple
 - 80-page booklet maker



Space And Power Requirements

- Total Dimensions (W x D x H):
55.35" x 37.05" x 48.03"
- Total Installation Space (W x D x H):
79.76" x 60.00" x 48.03"
- Main Unit Power Requirements: 208V/15A
- Main Unit Plug: NEMA 6-15P

Financial Considerations: Cost Comparison between Xerox V180 and Canon C270

Current Device	Lease	MONO Rate	COLOR Rate	Average MONO Usage	Average COLOR Usage	Average Monthly Service spend	AVERAGE Monthly Total
Xerox V180	\$792.02	0.012	0.0496	9259	5221	\$371.59	\$1,163.61
PROPOSAL							
Canon c270	\$ 804.74	0.0096	0.048	9259	5221	\$337.93	\$ 1,142.67
						Assumes Same Usage	Expected Savings

Notes:

1. All parts, labor, supplies are included, except paper and staples.
2. 4-hour average response time guaranteed using Visual Edge local service technicians.
3. This system uses the same power as your current Xerox Versant 180. No changes are required as this can be plugged into a NEMA 6-20 or NEMA 6-15 receptable on 208–240-volt power.
4. Includes delivery, installation, training and removal and shipback of Xerox V180
5. No Service escalation for the duration of the contract

Key Benefits

1. High-quality print output that meets commercial print standards.
2. This system will work well using standard office paper and doesn't require more expensive specialty papers.
3. Easy to use interface for day to day scanning and workflow needs in the office with fewer steps and easier setup than your current system.
4. Increased reliability and less service than your current system.

Local Communication Process



EMAIL



Email scrservice@visualedgeit.com for service requests
Email scrsupplies@visualedgeit.com for supply requests
Email is an easy way to submit supply and service requests. Be sure to include your equipment's serial number / EQ ID and the service need or supplies needed. Once the request is submitted, you will receive a ticket number to confirm your request has been received.

ONLINE



Visit <https://smartcenter.visualedgeit.com/support/login>
Select "New Support Ticket" to begin your supply / service request. Be sure to include your equipment's serial number / EQ ID and the best way to contact you in case we need to reach you about your request.

OVER THE PHONE



Give us a call at 1-877-563-5020
If you prefer to discuss your service call / supply order with a customer service representative, just call. Have your device serial number / EQ ID number ready to easily access your account information.

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City Manager

ITEM NO. 7.6

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

Subject:

Discussion and possible action to appoint member to the Lampasas Economic Development Corporation Board to fill vacancy.

Requested By: Becky Sims, City Secretary

Submitted By: Becky Sims, City Secretary

Date Submitted: June 20, 2024

For the Agenda of: June 24, 2024

Procurement and Funding Statement:

Attachments:

Summary Statement:

This item has been placed on the agenda to fill vacancy left by Ryan Shahan. With Mr. Shahan's new position as President for the School Board, he opted to resign his position on the LEDC Board.

Recommendation:

To consider a motion to appoint member to the Lampasas Economic Development Corporation Board to fill vacancy.

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