

**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, December 9, 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, December 9, 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 progress updates regarding 2024 City Projects. *(pgs. 3-6)*
3. Discussion regarding any item on the regular agenda.
4. Adjourn Workshop Session.

REGULAR SESSION

ANNOUNCEMENTS

- A. Call to Order
- B. Invocation and Pledge of Allegiance
- C. Presentations and Proclamations

	PUBLIC HEARINGS/CITIZEN COMMENTS	PAGES
1.1	Citizen comments – Any citizen who desires to address the City Council on a matter not included on the Agenda may do so at this time. The City Council may not deliberate on items presented under this Agenda Item.	N/A
1.2	Citizen comments- Any citizen who desires to address the City Council on a matter that is included on the Agenda may do so at this time.	N/A
1.3	Public hearing to receive citizen comments to consider a request to vacate, abandon, and convey Hoover Street (unimproved and unopened to the public) located to the west of Lot 1, Block 21 of the N.S Hughes Survey, Abstract 299, G.C. & S.F Addition to include the North ROW of Avenue K (unimproved and unopen to the public), this area is commonly known as 1204 McLean, Lampasas, Texas.	7-12

	MINUTES	PAGES
2.0		
2.1	Discussion and possible action concerning approval of minutes from the Community Stakeholder Meeting held on November 13, 2024.	13-18

2.2	Discussion and possible action concerning approval of minutes of the Regular Meeting held on November 25, 2024	19-26
3.0	CONSENT AGENDA	PAGES
3.1	Discussion and possible action regarding purchases and charges in excess of \$4,000 from November 1, 2024-November 30, 2023	27-34
3.2	Discussion and possible action regarding the second reading of an Ordinance to amend the City's Information Technology Policies and Procedures referred to and adopted by Ordinance in the City of Lampasas Personnel Policy; specifically prohibiting the installation of TikTok or another covered application on any device owned by the City of Lampasas.	35-38
4.0	BOARDS/DEPARTMENT REPORTS	PAGES
5.0	ROUTINE MATTERS	PAGES
5.1	CITY MANAGER'S OPERATIONAL REPORT <ul style="list-style-type: none"> • Public Works • Hiring • Golf Course • Public Safety 	39-40
5.2	MAYOR'S COMMENTS	N/A
6.0	UNFINISHED BUSINESS	N/A
	NEW BUSINESS	PAGES
7.1	Discussion and selection of website photo contest	41-48
7.2	Discussion and possible action regarding the first reading of an Ordinance amending the adopted budget for the Municipal Government of the City of Lampasas for the FY 23/24.	49-52
7.3	Discussion and possible action to consider a request to vacate, abandon, and convey Hoover Street (unimproved and unopened to the public) located to the west of Lot 1, Block 21 of the N.S Hughes Survey, Abstract 299, G.C. & S.F Addition to include the North ROW of Avenue K (unimproved and unopen to the public), this area is commonly known as 1204 McLean, Lampasas, Texas.	53-54
7.4	Discussion and possible action to approve a Solid Waste Exclusive Franchise Agreement between the City of Lampasas and Frontier Texas Ventures for services to begin in May 2025.	55-76

Adjourn

I, Becky Sims, City Secretary of the City of Lampasas, Texas, do hereby certify that this Notice of Meeting was posted on the bulletin board/front window of City Hall, 312 East Third Street, Lampasas, Texas, at a place readily accessible to the general public at all times, on the 6 day of December 2024 at 1:00pm


 Becky Sims, City Secretary


City Manager

ITEM NO. WORKSHOP-2

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

Subject:

Discussion and progress updates regarding 2024 City Projects.

Requested By: Erin Corbell, City Manager

Submitted By: Erin Corbell, City Manager

Date Submitted: December 5, 2024

For the Agenda of: December 9, 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 city projects for 2024.

Recommendation:

Discussion Only



To: Mayor and Council
From: Erin Corbell
Re: 2024 Project Updates
Date: December 5, 2024

Hostess House Remodel

Staff has been meeting bi-weekly at the Hostess House for project updates. The most recent completed milestones include installation of all environmental, fire line, new framing on ground floor, existing flooring patched, mechanical pads and plumbing in the new building. Current work includes roof demolition, framing and underlayment installation, framing of riser room walls, new build plumbing rough in, new build electrical rough in and mechanical rough in. Contractors have completed a mock-up of the stone to be used for the exterior of the new build and have done a good job in replicating the look of the existing stone. Staff will continue bi-weekly meetings at the Hostess House and currently look for completion in late summer 2025.

Streets Projects

The first phase of the Second Street reconstruction project is estimated to be 80% complete, with an anticipated completion date in March 2025. The Western Street culvert replacement project is also 80% complete, with completion scheduled for end of December 2024.

Airport

Staff is still awaiting notification of an anticipated delivery date for the airport fuel tank. The Airport Advisory Board will be meeting December 11th for final input on the Lampasas Airport Layout Plan before submission of the plan to TxDOT and the FAA.

Water

Looping on Live Oak from 5th – 7th was completed by City Staff. Looping on Live Oak from North – 2nd was completed as part of the 2nd Street rehabilitation project. Staff has a meeting on December 12th with Jason Jones for an update on other ongoing studies and projects.

Wastewater

Plant generation- generators were approved at a recent city council meeting for purchase. Funding for installation will be requested in the FY26 budget cycle.

Parks

Trail extensions have been completed on staff's end thanks to grant funding from LCRA. Staff believes there is a bit more work to wrap up on the volunteer end of the project.

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

Subject:

Public hearing to receive citizen comments to consider a request to vacate, abandon, and convey Hoover Street (unimproved and unopened to the public) located to the west of Lot 1, Block 21 of the N.S Hughes Survey, Abstract 299, G.C. & S.F Addition to include the North ROW of Avenue K (unimproved and unopen to the public), this area is commonly known as 1204 McLean, Lampasas, Texas.

Requested By: Becky Sims, City Secretary

Submitted By: Becky Sims, City Secretary

Date Submitted: December 5, 2024

For the Agenda of: December 9, 2024

Procurement and Funding Statement:

N/A

Attachments: P&Z Packet

Summary Statement:

This item has been placed on the agenda to consider the abandonment of the unimproved and unopened Hoover Street located to the west of Lot 1, Block 21. It was recently found through survey work that the Hill's home sits outside the boundary of Lot 1; which is part of the acreage owned by the Hills as of August 2023.

Recommendation:

Discussion Only

Date: November 7, 2024

**NOTICE OF A PUBLIC HEARING ON AN APPLICATION
FOR THE ABANDONMENT, VACATION OR CLOSURE OF A STREET, ALLEY AND/OR PUBLIC RIGHT-
OF-WAY IN THE CITY OF LAMPASAS**

PLANNING COMMISSION- DECEMBER 5, 2024- 6.00 p.m.

CITY COUNCIL: DECEMBER 9, 2024-6:00 p.m.

**HEARING(S) LOCATION:
JACK CALVERT MUNICIPAL BUILDING
CITY COUNCIL CHAMBERS
302 EAST THIRD STREET
LAMPASAS, TEXAS 76550**

The Planning and Zoning Commission of the City of Lampasas, Texas will hold a public hearing to receive comments on the following item:

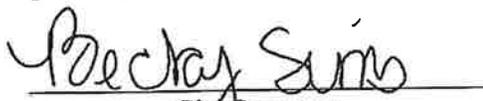
To consider a request to vacate, abandon, and convey Hoover Street (unimproved and unopened to the public) located to the west of Lot 1, Block 21 of the N.S Hughes Survey, Abstract 299, G.C. & S.F Addition to include the North ROW of Avenue K (unimproved and unopen to the public), this area is commonly known as 1204 McLean, Lampasas, Texas.

The purpose of the public hearing noted herein is to allow members of the public who may be affected by this item to voice their views to the Planning and Zoning Commission. The first public hearing will be held on Thursday, December 5, 2024 at 6:00 P.M. in the Calvert Municipal Building, City Council Chambers located at 302 E Third Street, Lampasas, Texas, before a recommendation is made to the City Council on the item listed above.

The City Council will hold a Public Hearing on this request, which is scheduled to begin at **6:00 p.m. on Monday, December 9, 2024.** The Public Hearing will be conducted in the City Council Chambers, which is located at 302 East Third Street, Lampasas, Texas, during which time the City Council will hear the details concerning this request. The purpose of the Public Hearing is to allow members of the public who may be affected by this request to voice their views to the City Council.

All persons interested in the above referenced request, are invited to attend the Public Hearing and provide their comments at the time to the governing body. Your comments may also be submitted, *in writing*, to Becky Sims, City Secretary. In order for the Council to consider your written comments and include them in the records of the Public Hearing, they must be received by the City Secretary, at 312 East Third Street, Lampasas, Texas 76550, by no later than 12:00 noon on the date of the public hearing. For additional information, please contact Becky Sims at (512) 556-6831, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

I, Becky Sims, City Secretary of the City of Lampasas, Texas, do hereby certify this Notice of Public Hearings/Meetings was posted on the bulletin board of City Hall, 312 East Third Street, Lampasas, Texas, at a place readily accessible to the general public at all times, on the 25 day of November 2024 at 1:40pm


Becky Sims, City Secretary

Surveyor:

Maples & Associates
 420 S. Liveoak, Ste 200
 P.O. Box 893
 Lampasas, Texas 76650
 Firm No. 10097700
 Tel (512) 556-2078
 Fax (512) 556-0500

LEGEND

- ⊕ Calculated Point
- ⊗ Cotton Spindle Set
- 1/2" Iron Pin Set with cap marked "MAPLES RPLS 5043"
- ◻ 1/2" Iron Pin Found in concrete with cap marked "MAPLES RPLS 5043"
- ⊕ 1/2" Iron Pin Found with cap marked "MAPLES RPLS 5043"
- 1/2" Iron Pin Found
- ⊙ 3/8" Iron Pin Found
- ⊕ 3.5" Pipe Post
- Original Tract Lines
- x- Wire Fence
- o- Chainlink Fence
- E- Overhead Electric
- Power Pole
- ⊠ Power Meter
- ⊠ A/C Unit
- () Record Calls

Basis of Bearings:
 Texas State Plane Coordinate System
 NAD83 Texas Central Zone.

This survey was performed without the benefit of a Title Commitment.

BOUNDARY SURVEY

Being 1.70 acres of the N.S. Hughes Survey, Abst. No. 299 in Lampasas County, Texas, and being comprised of Lots 1, 2, 3, 4, 5, and 6, Block 21 of the G.C. & S.F. Ry. Addition, a subdivision recorded in Plat Cabinet 1, Slide 10 of the Plat Records of Lampasas County, Texas, and being part of a 0.865 acre tract of land described in a deed from Rowan Arnold, et ux, to James Jordan, dated February 1, 2008, as recorded in Vol. 440, Page 86 of the Deed Records of Lampasas County, Texas, and being part of a 0.41 acre tract of land described as Tract One in a deed from John Hoozer to James Jordan, et ux, dated February 3, 2000, as recorded in Vol. 356, Page 117 of said deed records.

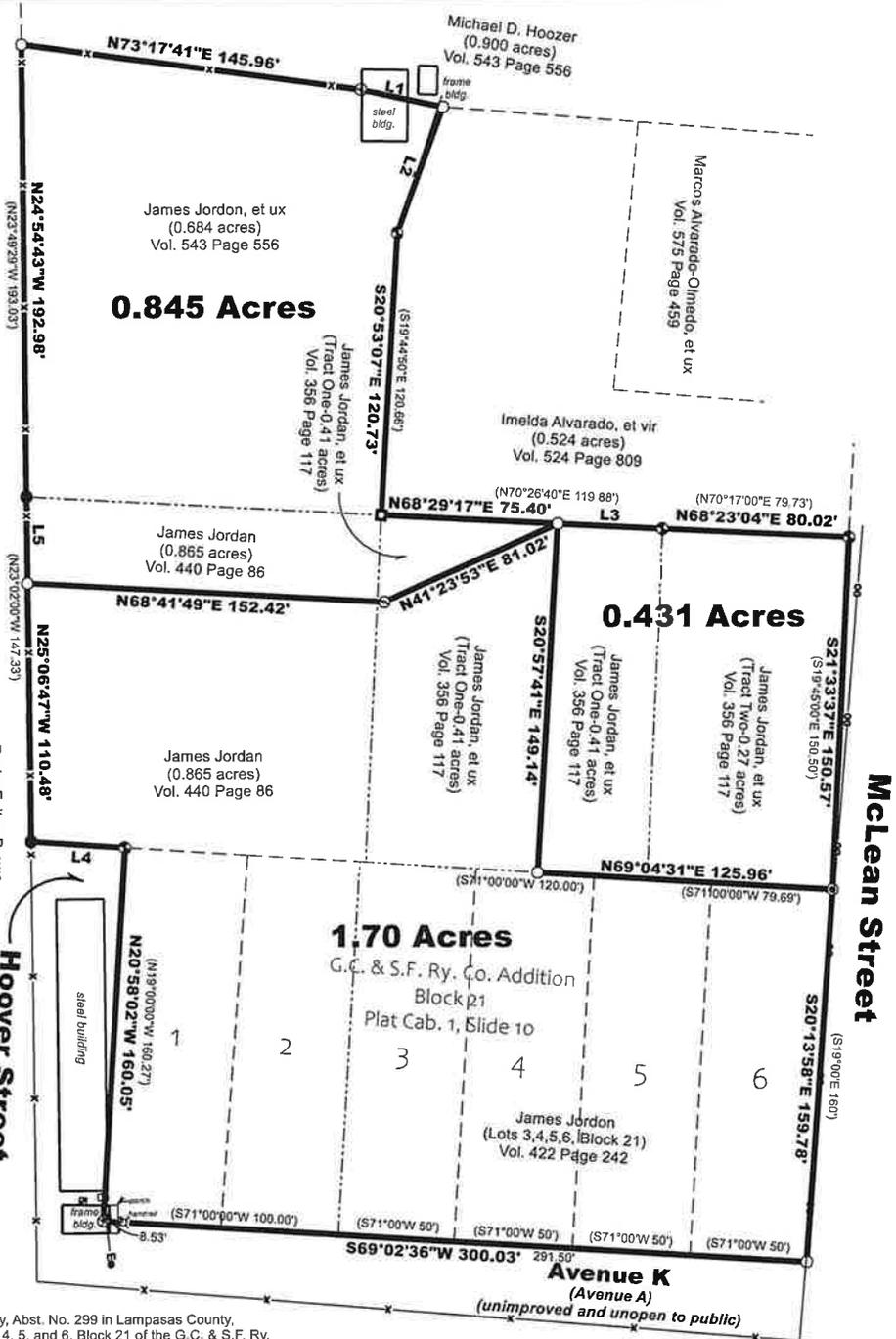
Being 0.845 acres of the N.S. Hughes Survey, Abst. No. 299 in Lampasas County, Texas, and being part of a 0.865 acre tract of land described in a deed from Rowan Arnold, et ux, to James Jordan, dated February 1, 2008, as recorded in Vol. 440, Page 86 of the Deed Records of Lampasas County, Texas, and being all of a 0.684 acre tract of land set aside to James Jordan, et al, in a partition deed recorded in Vol. 543, Page 556 of said deed records.

Being 0.431 acres of the N.S. Hughes Survey, Abst. No. 299 in Lampasas County, Texas, and being part of a 0.41 acre tract of land described as Tract One and all of a 0.27 acre tract of land described as Tract Two in a deed from John Hoozer to James Jordan, et ux, dated February 3, 2000, as recorded in Vol. 356, Page 117 of the Deed Records of Lampasas County, Texas.

Legal descriptions of even survey date herewith of the tracts shown hereon accompany this plat.

Surveyed on the ground on August 23, 2023.

Paul W. Maples, RPLS
 ©2023 All rights reserved.
 Job No. 230722



LINE	BEARING	HORIZ DIST
L1	N78°13'08"E	36.14'
L2	S03°12'02"E	57.23'
L4	S71°04'35"W	40.00'

LINE	BEARING	DISTANCE
L1	N77°19'13"E	36.11'
L2	S4°16'37"E	57.16'
L3	N68°29'17"E	44.37'
L4	S69°22'14"W	40.08'
L5	N25°03'42"W	36.87'

McLean Street

3°37'00"E 150.57'
4520'00"E 100.50'

James Jordan, et ux
et Two 0.27 acres)
ii, 396 Page 117

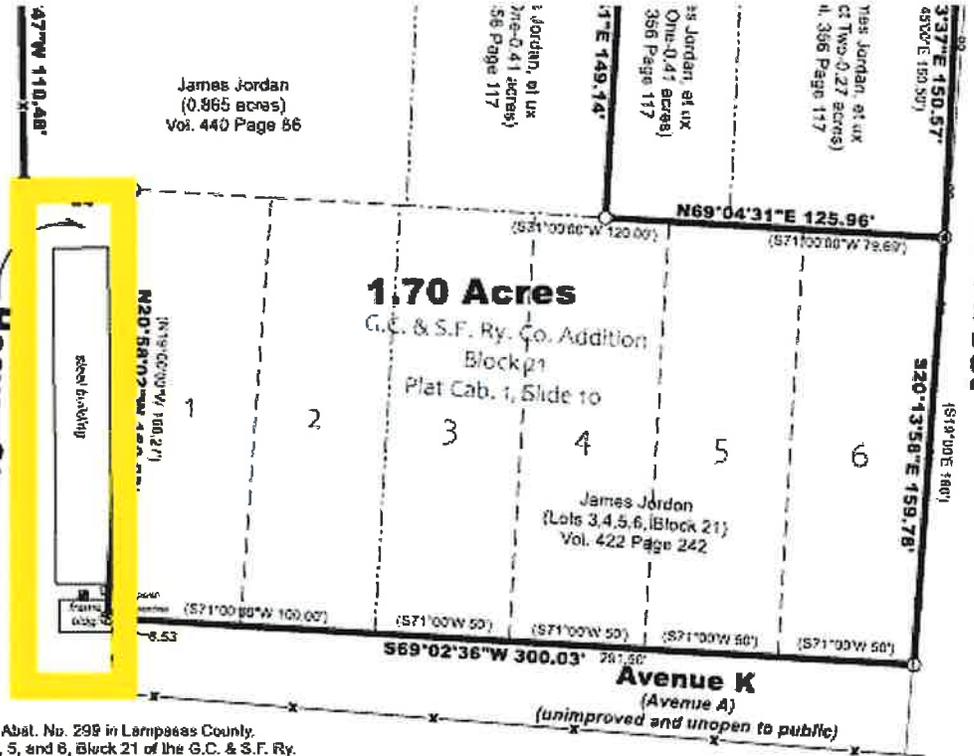
James Jordan, et ux
One 0.41 acres)
386 Page 117

James Jordan, et ux
Two 0.41 acres)
56 Page 117

James Jordan
(0.865 acres)
Vol. 440 Page 86

Burke Fulton Brown
(161.4 acres)
Vol. 119 Page 122

Hoover Street
(3rd Street)
(unimproved and unopened to public)



1.70 Acres

G.C. & S.F. Ry. Co. Addition
Block 21
Plat Cab. 1, Slide 10

James Jordan
(Lots 3, 4, 5, 6, Block 21)
Vol. 422 Page 242

() Record Calls

Basis of Bearings:
Texas State Plane Coordinate System
NAD83 Texas Central Zone

This survey was performed without
the benefit of a Title Commitment.

BOUNDARY SURVEY

Being 1.70 acres of the N.S. Hughes Survey, Abat. No. 299 in Lampasas County,
Texas, and being comprised of Lots 1, 2, 3, 4, 5, and 6, Block 21 of the G.C. & S.F. Ry.
Addition, a subdivision recorded in Plat Cabinet: 1, Slide 10 of the Plat Records of



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Community Stakeholder Meeting

Summary:

On Wednesday, November 13, 2024 the City of Lampasas City Council and Lampasas Economic Development Corporation hosted a Community Stakeholder Meeting to provide citizens the opportunity to speak about their organizations, future growth, development and needs to promote a vibrant, sustainable community

Meeting was held at the Old Middle School Cafeteria: 103 Western Avenue.

Participation/Representation

- a. City Council (7)
- b. LEDC (6)
- c. City of Lampasas Staff (approximately 8)
- d. Lampasas Chamber of Commerce Executive Director, Melissa Unger
- e. Media Coverage- Lampasas Dispatch Record- Erik Mitchell
- f. Citizens (approximately 60)

Mayor Pearce and President Misti Talbert called the meeting to order at 5:30. Mayor Pearce recognized City Council members in attendance. All board members from LEDC were present with the exception of Sid Ball.

Introductions of Mary Poche`, EDC Director and Erin Corbell, City Manager

Organizations Represented

- Lampasas Association of the Arts (LAFTA)
- Lampasas County Museum
- Lampasas Airport Advisory Board
- Lampasas Pilot Association
- Lampasas Airport Zoning Board of Adjustment
- Lampasas Independent School District
 - Chane Rascoe, Superintendent
 - Randy Morris, School Board
- Lampasas County- Judge Randy Hoyer
- Advent Healthcare
 - Ashley Underwood~ VP of Administration
- Vision Lampasas!
- Forward Lampasas
- Friends of the Night Sky
- American Legion

Finley deGraffenried, City Manager reviewed meeting expectations and flow of meeting.

Community Stakeholder Meeting

Each table was asked three questions to discuss and share with the group.

Question #1. Information about your organization/entity

- a. What 1 or 2 things do you really want people to know about your organization/entity?
Either challenge or success.
- b. Ask another organization/entity about something you want to know about them what do you want to have them clarify?
- c. What is your organization currently planning for?

Group Discussions Included:

- Water
- New Middle School
 - Bond
 - LISD Growth
- Airport
- Business Park
- Vision Lampasas
- Hospital
 - Specialty Services
- Saratoga Water Resources
- Non-Profit
 - Volunteer Services
 - Services offered
- LAFTA
 - Meeting Location
- Music Festival
- Vandalism
 - City Parks
- Communication
 - Road Blocks
 - Communication
 - Growth
- Apathy

Question #2. Communication and Public Engagement

- a. With each other, what is your preferred way to communicate
- b. How do you deal with false assumptions or incorrect information about your organization? Is there a better way to handle this?

Community Stakeholder Meeting

- c. How do we reach/engage people that will never go to a meeting, step foot into our buildings, or read the paper/internet? Is it important to try?

Group Discussions Included:

- Direct Communication
- Open Door Policy
- Clearinghouse
 - Organizations
 - Meeting Agendas
 - Point of Contact
- Complainers not Problem Solvers
- Organization Collaboration
- Working Together/ Power in Numbers
- Chamber of Commerce/Visitor Center -Resource
 - November 30- Non-Profit/Organization- Downtown Square Event
- Transparency-Communication-Respect- Resolution
- Clearinghouse
 - Agendas
 - Minutes
- Event Calendar
 - Group Effort
 - Planning
- Social Media- Online Bullying
- Same Message-All Platforms- Find the truth/reach the source
- Direct Connect/Communication-AI
- Work on Reaching Everyone- Various Platforms
 - Multi-Generational
- Closed Caption Meetings

Question #3 Elephants and Big Issues

- a. What do we collectively have to prepare for? Something all, or most of our groups will have to face?
 - a. Water, Growth, Housing, Quality of Life, Transportation, etc.
 - b. Are there issues we need to collaborate on?

Group Discussions Included:

- Water Alliance
- Talk vs. Action
- Water Study-Implementation

Community Stakeholder Meeting

- Incentivize
- Conserve
- Preparation for Growth
 - Schools
 - Utilities/Infrastructure
 - Business
 - ER Services
- Proactive improvements to Failing Infrastructure
- Tourism
- LEDC Expenses-Projects
- Business Development
- Comprehensive Plan
- Substandard Properties
 - Code Issues
 - Resources
- Youth Activities/Sports
 - Young Adult Activities
 - Entice youth to return after college
- Housing
 - Apartments

In closing, format, productive, improvements, missing members for next meeting:

- Productive/positive meeting
- Include the following at the next meeting:
 - Finance- City, County and LISD
 - Church members
 - Youth
 - Bankers
 - State Representatives
 - Water-Priority
 - Finish Water Looping Projects
 - Create Water Committee
- Opportunity to host live meeting or record
 - Teams
 - Zoom
 - AV System/Microphone

- Mike Irvin discussed Creek Clean-up Project on 4th & Hackberry.

Business concluded at 7:00 p.m.

Community Stakeholder Meeting

PASSED AND APPROVED this _____ day of _____, 2024.

Herb Pearce, Mayor

ATTEST

Becky Sims, City Secretary

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**MINUTES OF REGULAR CALLED MEETING OF THE GOVERNING BODY
OF THE CITY OF LAMPASAS, TEXAS
CALVERT MUNICIPAL BUILDING
CITY COUNCIL CHAMBERS
302 E THIRD STREET
Tuesday, November 25, 2024
5:30 p.m. Workshop Session
6:00 p.m. Regular Session**

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

Council Members Present:

Charlie Pratus
Eric Hernandez
Davis Keele
Myles Haider
Cathy Kuehne

City Staff Present:

Erin Corbell, City Manager
Becky Sims, City Secretary
Monica Wright, IT Director
Kayleigh Stanley, Executive Secretary
Yvonne Moreno, Finance Director
Jody Cummings, Police Chief
Joe Adams, Fire Chief
Van Sims, WWW Operations Manager
Wayne Sanders, Electric Superintendent
Chris Eicher, Parks Director
Frank Ellett, Building Official
Mary Poche, EDC Director
Micah Harry, Electric Dept.
Stephen Sewell, Plant Supervisor

Council Members Absent

Mayor Pearce

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

1. Call to order Workshop Session

Mayor Pro-Tem Morris called the meeting to order at 5:30 p.m.

2. Discussion regarding lighting at Turner Field

Wayne Sanders, Electric Superintendent and Chris Eicher, Parks Director presented the following:

As reported previously, the lighting at Turner Field needs a complete overhaul. There are several poles that need replacing and all the lighting fixtures are at end of life with several not working. It is Staff's recommendation that we update all fields with underground electric and rebuild the park with new LED lighting. Techline Sports Lighting has engineered the park to meet field lighting requirements and can help with the installation of the poles and lights. The project is expected to begin at the end of the season to allow the Parks Facilities Department the time to repair the fields prior to the start of the next season.

The Turner Lighting Package was included in the FY 24/25 Budget. The cost of this project including the partial install is \$356,850.00. Staff would also ask that an additional \$20,000.00 be approved for breakers, conduit and wire to be installed by the Electric Department. The all-in cost for this project is \$376,850.00, the amount budgeted for this project is \$440,000.00

3. Discussion regarding any item on the regular agenda

There were no questions regarding items on the regular agenda.

4. Adjourn Workshop Session

Council member Hernandez moved to adjourn workshop at 5:36 p.m., the motion was seconded by Council member Keele and with a unanimous vote, the motion carried.

REGULAR SESSION

ANNOUNCEMENTS

A. Call to Order

Mayor Pro Tem Morris called the regular session to order at 5:37 p.m.

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

C. Presentations and Proclamations

Council recognized Micah Harry for 10 years of service.



1.1	Citizen comments- Any citizen who desires to address the City Council on a matter that is not included on the Agenda may do so at this time.
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There were no citizen comments.

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

2.0	MINUTES
2.1	Discussion and possible action concerning approval of minutes of the Regular Meeting held on November 12, 2024

Council member Keele moved to approve the minutes of the Regular Meeting held on November 12, 2024, the motion was seconded by Council member Hernandez, with a unanimous vote, the motion carried. (Mayor Pearce absent)

3.0	CONSENT AGENDA
3.1	Discussion and possible action regarding the October 2024 Investment Report.

Council member Hernandez moved to approve the consent agenda, the motion was seconded by Council member Kuehne and with a unanimous vote, the motion carried. (Mayor Pearce absent)

4.0	BOARDS/DEPARTMENT REPORTS
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Jody Cummings, Police Chief presented his annual report:

This is Us

<ul style="list-style-type: none"> • Chief of Police • Academy Chief <ul style="list-style-type: none"> • 1 Animal Control Officer • 1 Animal Shelter Director • 2 Animal Shelter Technicians • Patrol Lieutenant <ul style="list-style-type: none"> • 2 Patrol Sergeants & 1 SRO Sergeant • 9 Patrol Officers & 4 SRO Officers • 1 Code Enforcement Officer • Lieutenant Investigator <ul style="list-style-type: none"> • 2 Sergeant Investigators 	<ul style="list-style-type: none"> • Communications Supervisor <ul style="list-style-type: none"> • 1 Assistant Communications Supervisor • 5 Communications Operators • 11 Citizen Police Academy Alumni • 2 Firemen/Police Officers • 37 Total Paid Employees <ul style="list-style-type: none"> • 23 Officers • 10 Dispatchers • 3 Animal Shelter • 1 Animal Control
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Some Yearly Numbers

<ul style="list-style-type: none"> • Police <ul style="list-style-type: none"> • 49,291 Phone Calls (4,134 911-Calls) • 14,660 Calls for Service • 676 Arrests • 1,733 Traffic Citations • 4,460 Traffic Warnings • 167,410 Miles with 26 Vehicles • CPAAA <ul style="list-style-type: none"> • 524 Volunteers Hours • Code Enforcement <ul style="list-style-type: none"> • 366 calls 	<ul style="list-style-type: none"> • Emergency Medical Dispatch <ul style="list-style-type: none"> • 1,930 City • 1,472 County • 3,452 Total • Animal Shelter <ul style="list-style-type: none"> • 464 Dogs • 512 Cats • 34 Other Animals • Animal Control (City) <ul style="list-style-type: none"> • 1,845 Calls for Service
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Additional Duties Assigned

- Unlock Vehicles
- Jump Start Vehicles
- Council Youth
- Bank Escorts
- Speaking Engagements
- Dignitary Security
- Paid Security
- Funeral Escorts
- Traffic Escort: Becky Sims (bsims@cityoflamp)
- Courtesy Rides
- Animal Control After Hours
- Civil Standby's
- Fingerprints
- Safety & Security planning

Events & Programs

- LCHEC College for Kids
- DEA Drug Take Back
- Spring Ho
- National Night Out
- PD & FD Luncheon and Toy Drive
- 25 Various Events with Street Closures
- Half Dozen Yearly Scheduled Events

Notable Happenings

- 5 SROs
- 10 EMD's
- Best Friends Grant
- Policies and Procedures
 - Police
 - Dispatch
- Retirements & Promotions

Challenges & Opportunities

- Growth - Population & Staff
- Recruitment & Retention
- Facilities - Police & Shelter
- Equipment
- Increasing expectations

5.0	ROUTINE MATTERS
5.1	<i>CITY MANAGER'S OPERATIONAL REPORT</i>
<i>Water</i>	<p><i>Notice was sent this week to utility customers notifying them of the EPA's Lead and Copper Rule. In 2021, the EPA issued a ruling that all community and non-transient noncommunity water systems were required to conduct and submit an inventory of service lines by October 16, 2024. The EPA's goal is to replace all lead service lines over a ten-year period. Water staff has completed their initial inventory of service lines and have found that there does not appear to be any lead service lines within the Lampasas water system. However, the rule also expands to galvanized lines requiring replacement or unknown lines. Staff has currently identified approximately 40 service lines that will require replacement and expect that number to grow. Staff is implementing targeted testing on galvanized or unknown lines to determine if those lines will require replacement, and expect that many of them will be exempted from replacement requirements. The Federal government has made allocations of funding available through the Bipartisan Infrastructure Law to help accommodate expense required with the line replacements.</i></p>
<i>Defense Alliance</i>	<p><i>Attended meeting of the Heart of Texas Defense Alliance on November 19 with surrounding municipalities, counties and area elected State officials to discuss bills they have filed or are planning to file to provide relief to cities and counties heavily impacted by property tax exemptions for disabled veterans. Staff will monitor through upcoming legislative cycle.</i></p>
<i>Streets</i>	<p><i>Staff reports that the 2nd Street project is currently 40% complete with crews getting ready to start pouring sidewalks. Once sidewalks are finished, the project is at roughly 60% completion. Staff reports that crews are forming out the top of the Western Street improvement and that work is also nearing 60% completion.</i></p>

LEDC	<i>LEDC met on November 20 to approve cost-share participation in the City's wayfinding sign project, improvements to the Business Park signage and to discuss incentive programs for businesses.</i>
CIP	<i>The Capital Improvements Program Committee met on November 21 to review projects that had been approved during the FY25 budgeting process. The committee will begin meeting in the spring to plan for the FY 26 budget cycle.</i>
Library	<i>Staff reported a great turnout for their BBQ fundraiser. Proceeds look to be roughly \$8,000. The library is currently hosting a Stuffed Backpack giveaway until January 3. Children ages 7-17 can come to the library, fill out a ticket and be entered for a chance to win a backpack filled with goodies. Winners are drawn twice a week and a ticket can be filled out each time a child goes to the library.</i>
Sulphur Creek	<i>As a follow up to the stakeholder meeting earlier this month, a group of citizens met on November 22nd to discuss efforts and resources to clean up sections of Sulphur Creek.</i>

5.2	MAYOR'S COMMENTS
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Mayor Pro Tem Morris wished everyone a Happy Thanksgiving

6.0	UNFINISHED BUSINESS
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There was no unfinished business.

7.0	NEW BUSINESS
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7.1	Discussion and possible action regarding canceling the December 23, 2024 City Council Meeting
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Council member Hernandez moved to cancel the December 23, 2024 City Council Meeting, the motion was seconded by Council member Kuehne and with a unanimous vote, the motion carried. (Mayor Pearce absent)

7.2	Discussion and possible action to award Wayfinding Sign Contract to Fazzone Builders, Inc. dba Southwest Monument and Sign in an amount not to exceed \$133,740.00.
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Council member Keele moved to approve the award of the Wayfinding Sign Contract to Fazzone Builders, Inc. dba Southwest Monument and Sign in an amount not to exceed \$133,740.00, with the Lampasas Economic Development Corporation contributing \$26,748.00, the motion was seconded by Council member Pratus, with Council member Hernandez in opposition, the motion carried. (Mayor Pearce absent)

7.3	Discussion and possible action regarding a request to close Briggs Street from East Fourth Street to Mills Street on December 21, 2024 from 7:00 am to 11:00 am for the Community Toy Drive to help mitigate traffic congestion.
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Council member Kuehne moved to approve the closure of Briggs Street from East Fourth Street to Mills Street on December 21, 2024 from 7:00 am to 11:00 am for the Community Toy Drive to help mitigate traffic congestion, the motion was seconded by Council member Hernandez and with a unanimous vote, the motion carried. (Mayor Pearce absent)

7.4	Discussion and possible action regarding reappointments of members to the Parks and Recreation Advisory Board.
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Council member Kuehne moved to approve the reappointment of Diane Davis, Clay Harrington, Shirley Blake, Harvey Stinnett, and Mindi Pratus to the Parks and Recreation Advisory Board, the motion was seconded by Council member Pratus and with a unanimous vote the motion carried. (Mayor Pearce absent)

7.5	Discussion and possible action regarding the first reading of an Ordinance to amend the City’s Information Technology Policies and Procedures referred to and adopted by Ordinance in the City of Lampasas Personnel Policy; specifically prohibiting the installation of TikTok or another covered application on any device owned by the City of Lampasas.
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Council member Pratus moved to approve the first reading of an Ordinance to amend the City’s Information Technology Policies and Procedures referred to and adopted by Ordinance in the City of Lampasas Personnel Policy; specifically prohibiting the installation of TikTok or another covered application on any device owned by the City of Lampasas, the motion was seconded by Council member Keele and with a unanimous vote, the motion carried. (Mayor Pearce absent)

7.6	Discussion and possible action regarding lighting improvements at the Turner Complex in the amount of \$376,850.00.
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Council member Pratus moved to approve lighting improvements at the Turner Complex in the amount of \$376,850.00, the motion was seconded by Council member Kuehne and with a unanimous vote, the motion carried. (Mayor Pearce absent)

Adjourn into Executive Session

Council member Haider moved to adjourn into Executive Session at 6:16 p.m., the motion was seconded by Council member Keele and with a unanimous vote, the motion carried. (Mayor Pearce absent)

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 551.074 (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.
8.2	Adjourn Executive Session and Reconvene Regular Session

Council reconvened Regular Session at 6:52 p.m.

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 out of Executive Session.

Adjourn

Council member Hernandez moved to adjourn at 6:53 p.m., the motion was seconded by Council member Pratus and with a unanimous vote, the motion carried.

PASSED AND APPROVED this _____ day of _____, 2024.

Herb Pearce, Mayor

ATTEST

Becky Sims, City Secretary

4C
City Manager

ITEM NO. 3.1

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

Subject:

Discussion and Possible Action regarding purchases and charges in excess of \$4,000 from November 1, 2024 to November 30, 2024.

Requested By: Yvonne Moreno, Finance Director

Submitted By: Yvonne Moreno, Finance Director

Date Submitted: December 2, 2024

For the Agenda of: December 9, 2024

Procurement and Funding Statement:

N/A

Attachments: A/P History Check Report

Summary Statement:

The Check History Report presents the detail of individual charges and amounts for all checks over \$4,000 for the period of November 1, 2024 to November 30, 2024.

Recommendation:

Motion to approve by consent.

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
56260	LOWER COLORADO RIVER AUTHORITY							
I-EW710042672371	LCRA ELECTRIC	E	11/20/2024	602,347.16		000132		602,347.16
27050	IRS-PAYROLL TAXES							
I-T1 202410318474	FEDERAL WITHHOLDING	D	11/01/2024	20,564.44		000259		
I-T3 202410318474	FICA TAX	D	11/01/2024	30,593.08		000259		
I-T4 202410318474	MEDICARE TAX	D	11/01/2024	7,154.82		000259		58,312.34
27050	IRS-PAYROLL TAXES							
I-T1 202411078482	FEDERAL WITHHOLDING	D	11/07/2024	6,538.11		000262		
I-T3 202411078482	FICA TAX	D	11/07/2024	14,976.54		000262		
I-T4 202411078482	MEDICARE TAX	D	11/07/2024	3,502.56		000262		25,017.21
27050	IRS-PAYROLL TAXES							
I-T1 202411148483	FEDERAL WITHHOLDING	D	11/15/2024	21,281.27		000263		
I-T3 202411148483	FICA TAX	D	11/15/2024	31,124.32		000263		
I-T4 202411148483	MEDICARE TAX	D	11/15/2024	7,279.14		000263		59,684.73
27050	IRS-PAYROLL TAXES							
I-T1 202411278485	FEDERAL WITHHOLDING	D	11/29/2024	22,511.16		000264		
I-T3 202411278485	FICA TAX	D	11/29/2024	32,198.96		000264		
I-T4 202411278485	MEDICARE TAX	D	11/29/2024	7,530.42		000264		62,240.54
17865	COLONIAL LIFE & ACCIDENT							
C-202411048479	ADJUSTMENTS TO COLONIAL	R	11/04/2024	22.03CR		179109		
I-AC1202410178473	ACCIDENT INSURANCE	R	11/04/2024	429.56		179109		
I-AC1202410318474	ACCIDENT INSURANCE	R	11/04/2024	192.89		179109		
I-AC2202410318474	ACCIDENT INSURANCE	R	11/04/2024	587.09		179109		
I-AC3202410178473	ACCIDENT INSURANCE	R	11/04/2024	796.27		179109		
I-AC3202410318474	ACCIDENT INSURANCE	R	11/04/2024	787.39		179109		
I-CN1202410178473	CANCER INSURANCE	R	11/04/2024	304.06		179109		
I-CN1202410318474	CANCER INSURANCE	R	11/04/2024	132.01		179109		
I-CN2202410318474	CANCER INSURANCE	R	11/04/2024	412.98		179109		
I-HO1202410178473	HOSPITAL INCOME PREMIUM	R	11/04/2024	0.01		179109		
I-HO1202410318474	HOSPITAL INCOME PREMIUM	R	11/04/2024	33.04		179109		
I-HO3202410178473	HOSPITAL INCOME - PRETAX	R	11/04/2024	128.79		179109		
I-HO3202410318474	HOSPITAL INCOME - PRETAX	R	11/04/2024	160.69		179109		
I-HOS202410318474	HOSPITAL INCOME - PRETAX	R	11/04/2024	33.06		179109		
I-LF3202410318474	UNIV/COL LIFE AFTER TAX	R	11/04/2024	709.78		179109		
I-LF7202410178473	NON-PRETAX LIFE INSURANCE	R	11/04/2024	291.18		179109		
I-LF7202410318474	NON-PRETAX LIFE INSURANCE	R	11/04/2024	265.70		179109		
I-LF8202410178473	AFTER TAX COLONIAL PRODUCTS	R	11/04/2024	1,378.66		179109		
I-LF8202410318474	AFTER TAX COLONIAL PRODUCTS	R	11/04/2024	1,517.49		179109		
I-LP1202410178473	PRETAX LPSD DISABILITY	R	11/04/2024	0.01		179109		
I-LP3202410178473	LPSD DISABILITY AFTERTAX	R	11/04/2024	44.17		179109		
I-LP3202410318474	LPSD DISABILITY AFTERTAX	R	11/04/2024	44.17		179109		8,226.97

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
03376	PRINCIPAL LIFE INSURANCE COMPA							
I-202411048480	PRINCIPAL LIFE INSURANCE COMPA	R	11/04/2024	474.52		179117		
I-DN1202410178473	EMPLOYEE SHARE HEALTH INSUR	R	11/04/2024	801.22		179117		
I-DN2202410318474	EMPLOYEE SHARE HEALTH INSUR	R	11/04/2024	801.22		179117		
I-GDC202410318474	DENTAL INSURANCE PREMIUM	R	11/04/2024	1,005.62		179117		
I-GDE202410318474	DENTAL INSURANCE PREMIUM	R	11/04/2024	1,287.52		179117		
I-GDF202410318474	DENTAL INSURANCE PREMIUM	R	11/04/2024	1,668.60		179117		
I-GDS202410318474	DENTAL INSURANCE PREMIUM	R	11/04/2024	414.26		179117		
I-GVC202410318474	VISION INSURANCE PREMIUM	R	11/04/2024	137.20		179117		
I-GVE202410318474	VISION INSUR PREMIUM	R	11/04/2024	282.24		179117		
I-GVF202410318474	VISION INSURANCE PREMIUM	R	11/04/2024	253.26		179117		
I-GVS202410318474	VISION INSURANCE PREMIUM	R	11/04/2024	60.93		179117		
I-VS1202410178473	EMPLOYEE SHARE HEALTH PLAN	R	11/04/2024	84.06		179117		
I-VS2202410318474	EMPLOYEE SHARE HEALTH INSUR	R	11/04/2024	84.06		179117		7,354.71
74775	SCOTT & WHITE HEALTH PLAN							
I-202411048481	SCOTT & WHITE HEALTH PLAN	R	11/04/2024	13,589.28		179132		
I-CCC202410318474	HEALTH INSURANCE PREMIUM	R	11/04/2024	8,326.98		179132		
I-CCE202410318474	HEALTH INSURANCE PREMIUM	R	11/04/2024	13,376.34		179132		
I-CCF202410318474	HEALTH INSURANCE PREMIUMS	R	11/04/2024	4,622.56		179132		
I-CCS202410318474	HEALTH INSURANCE PREMIUM	R	11/04/2024	2,065.94		179132		
I-HE1202410318474	HEALTH INSURANCE PREMIUM	R	11/04/2024	6,177.65		179132		
I-HEA202410178473	EMPLOYEE SHARE HEALTH INSURANC	R	11/04/2024	14,091.94		179132		
I-HEC202410318474	EMPLOYEE SHARE HEALTH INSURANC	R	11/04/2024	14,094.94		179132		
I-HI1202410318474	CITY HEALTH INSURANCE	R	11/04/2024	19,705.50		179132		
I-HID202410318474	CITY HEALTH INSURANCE	R	11/04/2024	23,727.07		179132		
I-HIE202410318474	EMPLOYEE CITY HEALTH CONTRIB	R	11/04/2024	33,419.49		179132		153,197.69
84250	TEXAS MUNICIPAL RETIREMENT SYS							
I-TMR202410018465	RETIREMENT CONTRIBUTIONS	R	11/04/2024	1,935.84		179133		
I-TMR202410038466	RETIREMENT CONTRIBUTIONS	R	11/04/2024	62,476.16		179133		
I-TMR202410178473	RETIREMENT CONTRIBUTIONS	R	11/04/2024	74,782.48		179133		139,194.48
67791	ETCON, INC							
I-NO 2 10252024	2ND ST PAY APP #2	R	11/08/2024	161,072.38		179175		
I-NO 2 10252024*	2ND ST PAY APP #2	R	11/08/2024	54,705.20		179175		215,777.58
49350	LAMP CHAMBER OF COMMERCE							
I-11062024	3RD & 4TH QUARTER	R	11/08/2024	28,960.90		179191		28,960.90
02250	MOTOROLA SOLUTIONS, INC.							
I-1162408856	ANNUAL BODY WORN CAMERA	R	11/08/2024	17,000.00		179198		17,000.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01505	TEXAS COMMISSION ON ENVIRONMEN							
I-BWM002355	WATER ASSESMENT CHARGE	R	11/08/2024	824.46		179216		
I-BWM002357	WATER ASSESMENT CHARGE	R	11/08/2024	40.00		179216		
I-BWM002358	WATER ASSESMENT CHARGE	R	11/08/2024	4.39		179216		
I-BWM0027352	WATER ASSESMENT CHARGE	R	11/08/2024	50.00		179216		
I-BWM0027353	WATER ASSESMENT CHARGE	R	11/08/2024	1.09		179216		
I-BWM0027354	WATER ASSESMENT CHARGE	R	11/08/2024	50.00		179216		
I-BWM0027356	WATER ASSESMENT CHARGE	R	11/08/2024	50.00		179216		
I-BWM0027359	WATER ASSESMENT CHARGE	R	11/08/2024	1.93		179216		
I-CWQ0076743	TX WWTP PLANT PERMIT	R	11/08/2024	11,360.20		179216		12,382.07
02893	TEXAS MATERIALS GROUP INC							
I-201396854	COLD MIX-D	R	11/08/2024	3,037.00		179218		
I-201406917	COLD MIX D 0.6	R	11/08/2024	3,021.00		179218		6,058.00
87700	TML INTERGOVERNMENTAL RISK POO							
I-2994 11012024	WORKERS COMP AUDIT	R	11/08/2024	4,730.88		179220		4,730.88
91600	VERMEER TEXAS-LOUISIANA							
I-W1219204	BRUSH CHIPPER MAINT	R	11/08/2024	8,069.23		179223		8,069.23
02976	WASTE CONNECTIONS							
I-3259813V165	CITIZENS STATION	R	11/08/2024	2,502.81		179224		
I-3259814V165	RECYCLE CENTER	R	11/08/2024	424.89		179224		
I-3259814V165*	RECYCLE CENTER	R	11/08/2024	848.57		179224		
I-3259865V165	708 E 5TH ST CLEANUP	R	11/08/2024	906.26		179224		
I-3259865V165*	708 E 5TH ST CLEAN UP	R	11/08/2024	2,231.79		179224		
I-3270206V165	COMMERCIAL SOLID WASTE	R	11/08/2024	67,568.02		179224		
I-3270207V165	RESIDENTIAL SOLID WASTE	R	11/08/2024	56,224.65		179224		
I-3270226V165	CITIZENS STATION	R	11/08/2024	1,543.75		179224		
I-3270236V165	RECYCLE CENTER	R	11/08/2024	830.56		179224		
I-3270340V165	708 E 5TH ST CLEANUP	R	11/08/2024	2,146.03		179224		135,227.33
02827	WRIGHT ASPHALT PRODUCTS COMPAN							
I-SINV231659	SEALCOAT CRS-2P	R	11/08/2024	17,637.10		179229		17,637.10
03814	CEDAR PARK AUTOWORKS LP							
I-2024 TOYOTA TACOMA	'24 TOYOTA TACOMA #9062	R	11/14/2024	43,489.96		179238		43,489.96
48720	LAMPASAS BUILDERS MART INC							
I-743495	VARIOUS TOOLS/PLIERS/HAMMER	R	11/14/2024	110.87		179258		
I-743515	AUTOCUT BLISHER PACK	R	11/14/2024	32.00		179258		
I-743566	NUTS/BOLTS	R	11/14/2024	9.48		179258		
I-743569	CORDLESS DRILL/DRIVER KIT	R	11/14/2024	169.00		179258		
I-743606	NUT/BOLTS	R	11/14/2024	6.31		179258		
I-743607	SC40 TEE/ADAPTER/PVC PIPE	R	11/14/2024	14.42		179258		
I-743657	AUTOCUT LONG LIFE SPOOL	R	11/14/2024	38.00		179258		
I-743705	GATORLINE .095 LB MAGNUM	R	11/14/2024	79.99		179258		

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
I-743732	12' TIE DOWN 4 PACK	R	11/14/2024	23.91		179258		
I-743778	LARGE ANGLE BROOM	R	11/14/2024	12.87		179258		
I-743859	6' PUMP/WHEEL/WHEEL CUT	R	11/14/2024	29.38		179258		
I-743904	MOTOR OIL/GLOVES/OXY-ACET	R	11/14/2024	34.01		179258		
I-743909	ORANGE/WHITE MARKING PAINT	R	11/14/2024	36.76		179258		
I-743959	BLUE MARKING PAINT	R	11/14/2024	55.15		179258		
I-743968	WASP/HORNET KILLER/SC 40 CAP	R	11/14/2024	17.65		179258		
I-744000	TIP CLEANER/PVC/ADAPTER/POLY	R	11/14/2024	36.76		179258		
I-744020	CARBURETOR/GASKETS/FLYWHEEL	R	11/14/2024	188.40		179258		
I-744118	SAFETY GLASSES 3 PK	R	11/14/2024	21.15		179258		
I-744183	HEX NUT/NUTS/BOLTS	R	11/14/2024	15.10		179258		
I-744190	30 GAL TRASH BAG/ENGINE OIL	R	11/14/2024	127.37		179258		
I-744263	ANCHOR SHACKLE 1/4"	R	11/14/2024	6.97		179258		
I-744266	NUTS/BOLTS	R	11/14/2024	0.90		179258		
I-744323	HOSE BIBB 2/4" MPT	R	11/14/2024	11.95		179258		
I-744335	STRIPING PAINT FIELD	R	11/14/2024	30.33		179258		
I-744355	RAGS IN A BOX/SHOPTOWEL/COVER	R	11/14/2024	184.65		179258		
I-744362	INSECT BARRIER MAX GL	R	11/14/2024	71.73		179258		
I-744399	ADAPTER/SC 40/BUSHING	R	11/14/2024	7.52		179258		
I-744477	FLT WHT 15 OZ/WHITE PAINT	R	11/14/2024	22.05		179258		
I-744548	NUTS/BOLTS	R	11/14/2024	2.34		179258		
I-744567	24 PK NESTLE WATER BOTTLE	R	11/14/2024	35.96		179258		
I-744648	#2 YP	R	11/14/2024	17.13		179258		
I-744677	TOP SOIL 40 # ACE	R	11/14/2024	167.58		179258		
I-744732	ENGINE OIL ULTRA 6 PACK	R	11/14/2024	59.26		179258		
I-744736	TOOLS/PVC/STRIP/PLYWOOD	R	11/14/2024	131.63		179258		
I-744740	PLYWOOD	R	11/14/2024	30.30		179258		
I-744767	WIPING RAGS/GLS WHT 1 GAL	R	11/14/2024	153.60		179258		
I-744774	TRIMMER/ENGINE OIL ULTRA	R	11/14/2024	359.62		179258		
I-744775	ACE BEST RLRJ 2 PK	R	11/14/2024	22.04		179258		
I-744827	STRIPING PAINT/SCRAPER/FLEX	R	11/14/2024	457.50		179258		
I-744847	ACE 2 PK	R	11/14/2024	20.94		179258		
I-744930	CLEANER/FABULOSO/LYSOL	R	11/14/2024	44.48		179258		
I-745025	PUMP BILGE 24" HAND	R	11/14/2024	31.27		179258		
I-745123	PVC PIPE 3/4 X 20	R	11/14/2024	21.16		179258		
I-745125	PVC PIPE	R	11/14/2024	117.13		179258		
I-745155	DRILL BIT DEWALD	R	11/14/2024	21.15		179258		
I-745172	REPAIR TAPE/PIPE WRAP/FIBERGLA	R	11/14/2024	59.93		179258		
I-745265	PRIMER/GLUE/THREAD/ELL/PVC	R	11/14/2024	177.65		179258		
I-745280	GORILLA TAPE/LOCTITE 6 OZ	R	11/14/2024	43.21		179258		
I-745293	CONCRETE REDI MIX 80 LB SACK	R	11/14/2024	27.96		179258		
I-745303	FILTER/ROPE/CORD/FUEL HOSE	R	11/14/2024	765.81		179258		4,162.33

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
52200	LAMPASAS PUBLIC UTILITIES							
I-10312024	OCTOBER 2024	R	11/14/2024	40,269.79		179268		40,269.79
03816	ERIN CORBELL							
I-11182024	REIMBURSE MOVING EXPENSES	R	11/18/2024	5,000.00		179283		5,000.00
02202	H & H TREE SERVICE INC							
I-11132024	DRAW 2 11/13/24	R	11/18/2024	10,000.00		179285		10,000.00
47585	KEMPNER WATER SUPPLY CORP							
I-09302024*	MONTHLY WATER BILL	R	11/18/2024	70,155.35		179291		70,155.35
02754	MASTERCARD							
I-00124G	TESTING	R	11/18/2024	20.00		179298		
I-00418G	LUNCH FOR CM INTERVIEWS	R	11/18/2024	213.21		179298		
I-00621G	DRINKS, FRUIT-PW MEETING	R	11/18/2024	72.66		179298		
I-01464G BELLA	DINNER FOR COUNCIL	R	11/18/2024	144.98		179298		
I-01501G	BUSH'S TEA	R	11/18/2024	23.41		179298		
I-02319G	STORMS LUNCH.WTRLK #1	R	11/18/2024	125.60		179298		
I-02388G	UTILITY DEPT LUNCH	R	11/18/2024	57.19		179298		
I-09272024	UTILITY DEPT LUNCH	R	11/18/2024	43.28		179298		
I-1000257074	ELEC DEPT GLOVES	R	11/18/2024	136.73		179298		
I-100483598	DOMAIN RENEWAL	R	11/18/2024	33.98		179298		
I-10072024	PUBLIC WORKS MEETING	R	11/18/2024	305.91		179298		
I-10082024 TML	TML HOTELS	R	11/18/2024	9,598.23		179298		
I-10092024	LICENSE RENEWAL FEE	R	11/18/2024	111.00		179298		
I-10092024*	LICENSE RENEWAL FEE	R	11/18/2024	111.00		179298		
I-10092024**	BLUEBONNET CHAPTER SEMINA	R	11/18/2024	200.00		179298		
I-10112024	PRE-EMPLOYMENT SCREEN	R	11/18/2024	7.50		179298		
I-10182024	TML WEBINAR - MYLES	R	11/18/2024	95.00		179298		
I-10222024	DINNER AT WATER LEAK	R	11/18/2024	81.62		179298		
I-10232024	LUNCH/LUPE ,AMY	R	11/18/2024	16.44		179298		
I-10606469859	MESA CONFERENCE	R	11/18/2024	300.00		179298		
I-11062024	WEBSITE STOCK IMAGES	R	11/18/2024	29.00		179298		
I-20241015000083	RINEHART ALERRT CONFER	R	11/18/2024	350.00		179298		
I-26341	ED SALES TAX	R	11/18/2024	200.00		179298		
I-264763	CERTIFICATION	R	11/18/2024	56.49		179298		
I-264803	TCPF	R	11/18/2024	87.17		179298		
I-264952	CERTIFICATION	R	11/18/2024	87.17		179298		
I-265946	STATE CERTIFICATIONS	R	11/18/2024	920.51		179298		
I-40090	REMINGTON MODEL 870 SHELL	R	11/18/2024	86.45		179298		
I-46443	CANCELLATION FEE	R	11/18/2024	75.00		179298		
I-94430	CODE/ANIMAL DOOR TAGS	R	11/18/2024	207.64		179298		
I-DS001291391	DROPSEND BUSINESS LITE	R	11/18/2024	45.00		179298		13,842.17

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
03776	ASD CONSULTANTS, INC							
I-10312024 #5	HOSTESS HOUSE EST #5	R	11/20/2024	233,895.97		179327		233,895.97
00334	CDW GOVERNMENT LLC							
I-AB4N74Q	SECURITY CAMERAS	R	11/20/2024	3,693.22		179335		
I-AB4SS1W	CM LAPTOP	R	11/20/2024	2,126.98		179335		5,820.20
01344	CORE & MAIN LP							
I-V726951	WATER APPURTENANCES	R	11/20/2024	2,173.58		179338		
I-V788438	WATER APPURTENANCES	R	11/20/2024	3,021.69		179338		
I-V899870	WATER APPURTENANCES	R	11/20/2024	2,308.03		179338		
I-V922714	WATER APPURTENANCES	R	11/20/2024	1,042.46		179338		
I-V925395	WATER APPURTENANCES	R	11/20/2024	825.90		179338		9,371.66
01680	ECKERMANN ENGINEERING INC							
I-2452	2ND ST RDWY CONST	R	11/20/2024	10,805.00		179340		
I-2453	LIVE OAK/PECAN WW LINE	R	11/20/2024	7,000.00		179340		
I-2454	WESTERN AVE CUL RPLCMT	R	11/20/2024	2,000.00		179340		19,805.00
03678	HARRELL'S INC							
I-INV01958605	SPRAY APPLICATION	R	11/20/2024	2,000.00		179348		
I-INV01960480	PRE-EMERGE	R	11/20/2024	780.00		179348		
I-INV01966588	COLORANT FOR FAIRWAYS	R	11/20/2024	986.52		179348		
I-INV01966737	FERTILIZER	R	11/20/2024	576.60		179348		4,343.12
03815	KRPS CONTRACTORS LLC							
I-PAY #1 10292024	PAY APP #1 WESTER CULVERT	R	11/20/2024	74,738.01		179367		74,738.01
03563	STUDIO 16:19,LLC							
I-22.914-19	WAYFINDING PROJECT	R	11/20/2024	1,109.00		179390		
I-22.914-20	WAYFINDING PROJECT	R	11/20/2024	4,524.44		179390		5,633.44
82300	TECHLINE, INC							
I-1362874-00	25 KVA	R	11/20/2024	4,455.00		179392		4,455.00
01505	TEXAS COMMISSION ON ENVIRONMEN							
I-PHS0224898	WATER SYSTEM FEES	R	11/20/2024	8,893.50		179394		8,893.50
03406	WELLS FARGO FINANCIAL LEASING							
I-5031959221	MOWER LEASE	R	11/20/2024	2,750.00		179402		
I-5031959222	FAIRWAY MOWER LEASE	R	11/20/2024	1,470.00		179402		4,220.00
03222	YOUNGBLOOD AUTOMOTIVE & TIRE							
I-50015646	204 DODGE REPAIRS	R	11/20/2024	1,947.50		179404		
I-50015825	BACKHOE TIRES	R	11/20/2024	1,446.84		179404		
I-50015942	2014 DODGE REPAIRS	R	11/20/2024	2,278.13		179404		5,672.47

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
47585 I-10312024	KEMPNER WATER SUPPLY CORP DEBT PAYMENTS	R	11/26/2024	19,146.97		179424		19,146.97
03116 I-475	RELIANCE ARCHITECTURE HOSTESS HOUSE CONST PH	R	11/26/2024	5,647.50		179432		5,647.50

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	33	1,342,379.38	0.00	1,342,379.38
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	4	205,254.82	0.00	205,254.82
EFT:	1	602,347.16	0.00	602,347.16
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0			
VOID DEBITS		0.00		
VOID CREDITS		0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 99	BANK: FSB	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			38	2,149,981.36	0.00	2,149,981.36
BANK: FSB	TOTALS:		38	2,149,981.36	0.00	2,149,981.36
REPORT TOTALS:			38	2,149,981.36	0.00	2,149,981.36

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

Subject:

Discussion and possible action regarding the second reading of an Ordinance to amend the City’s Information Technology Policies and Procedures referred to and adopted by Ordinance in the City of Lampasas Personnel Policy; specifically prohibiting the installation of TikTok or another covered application on any device owned by the City of Lampasas.

Requested By: Monica Wright, IT Director

Submitted By: Monica Wright, IT Director

Date Submitted: November 19, 2024

For the Agenda of: December 9, 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 the City’s Information Technology Policies and Procedures referred to and adopted by Ordinance in the City of Lampasas Personnel Policy; specifically prohibiting the installation of TikTok or another covered application on any device owned by the City of Lampasas.

AN ORDINANCE OF THE CITY OF LAMPASAS, TEXAS, AMENDING THE CITY'S INFORMATION TECHNOLOGY POLICIES AND PROCEDURES; ADOPTING A NEW POLICY PROHIBITING THE DOWNLOAD AND USE OF CERTAIN APPLICATIONS ON CITY OWNED, LEASED AND USED INTERNET DEVICES TO COMPLY WITH SB 1893 AS ENACTED BY THE TEXAS LEGISLATURE; PROVIDING A SAVINGS AND SERVABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on or about December 7, 2022, Governor Greg Abbott required all municipalities in Texas to ban the video-sharing application 'TikTok' from all municipally-owned or City-issued devices and networks; and

WHEREAS, following the Governor's directive, during the 2023 Regular Legislative Session i.e., the 88th Leg, R.S.) the Texas Legislature passed Senate Bill 1893, prohibiting the the use of covered applications on governmental entity device; and

WHEREAS, Pursuant to S.B. 1893, the City of Lampasas, Texas as a Home Rule Municipality, located in Lampasas County, Texas, hereby amends its current "Information Technology Policies and Procedures" to bring it into compliance with the requirements set forth in Senate Bill 1893 (88th Leg, R.S.) pertaining to the in the use, installation and removal of certain technological 'applications' (a/k/a 'apps') downloaded to or residing on any governmental owned internet-capable device(s).

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

The City of Lampasas' Information Technology Policies and Procedures are hereby amended to add the following provisions to enact provisions that bring the City into compliance with the mandates of the State Legislature as stated in Senate Bill 1893, with regards to certain applications on the City-owned internet capable devices, as follows:

PART 1: Amending 'Section 3. Specific Policies to add a *new Subparagraph 'O'*, entitled 'Social Application Application/Service Policy for City Internet Devices', that will read:

Section 3. SPECIFIC POLICIES:

O. Social Media Application/Service Policy for City Owned or Connected Internet Devices.

Applications covered by this Policy specifically include:

- The social media service TikTok or any successor application or service developed or provided by ByteDance Limited, or an entity owned by ByteDance Limited.

- Any social media application or service specified by proclamation of the Governor under Government Code Section 620.005.

This Application Policy applies to all City of Lampasas full- and part-time employees, contractors, paid or unpaid interns, and other users of any component of the City's networks. All City employees are responsible for complying with this policy.

The City will identify, track, and manage all government-owned or -leased devices including mobile phones, tablets, laptops, desktop computers, or any other internet-capable devices to:

- a. Prohibit the installation of a covered application.
- b. Prohibit the use of a covered application.
- c. Remove a covered application from a government-owned or -leased device that was on the device prior to the passage of S.B. 1893 (i.e., on June 14, 2023).
- d. Remove an application from a government-owned or -leased device if the Governor issues a proclamation identifying it as a covered application.

The City will manage all government-owned or leased mobile devices by implementing the security measures listed below:

- a. Restrict access to "app stores" or unauthorized software repositories to prevent the installation of unauthorized applications.
- b. Maintain the ability to remotely wipe non-compliant or compromised mobile devices.
- c. Maintain the ability to remotely uninstall unauthorized software from mobile devices.

PART 2. The provisions of this Ordinance are severable and, thus, the invalidity of any word, phrase, or part of this Ordinance shall not affect the validity or effectiveness of the remainder of the Ordinance.

PART 3. All ordinances or policies of the City, or parts of ordinances and policies of the City that are in conflict with the provisions of this Ordinance are hereby repealed, and are specifically replaced by the terms set for in this Ordinance.

PART 4. It is hereby officially found and determined that the meeting at which this is passed is open to the public and the public notice of the time, place, and purpose of said meeting was given as required by law.

PART 5. This Ordinance shall be effective at the time that its publication, if required by state law, has been accomplished by the City.

READ AND CONSIDERED ON FIRST READING by the City Council of Lampasas at a regular meeting on the **25th** day of **November 2024** at which a quorum was present and for which due notice was given pursuant to Section 551.001, *et seq.* of the Local Government Code.

READ AND CONSIDERED, PASSED, AND APPROVED ON THE SECOND AND FINAL READING by the City Council of Lampasas at the regular meeting on the 9th day of December 2024, at which a quorum was present and for which due notice was given pursuant to Section 551.001, *et seq.* of the Local Government Code.

Herb Pearce, Mayor

ATTEST:

Becky Sims, City Secretary

APPROVED AS TO FORM:

Jo-Christy Brown, City Attorney

(Signature of Attorney Provided on Separate Page, To be Attached)



To: Mayor and Council

From: Erin Corbell

Re: Manager's Report

Date: December 6, 2024

- Public Works** The streets division is wrapping up brush chipping for the year.
- Water division has been fielding phone calls for the Lead Copper Line Ruling and communicating well with customers.
- Tree trimming for the electric division is scheduled to begin December 16th in the northeast section of town.
- Hiring** The electric department has hired a new employee as an apprentice line worker. The Assistant City Manager position is still open and active on the TML career website with a few interviews scheduled to be held in the near future.
- Golf Course** The Course Manager reported that play picked up in November thanks to the fair weather that we experienced. Maintenance has slowed slightly due to seasonal changes but staff is busy with pre-emerge, spot treatments and a planned small water line extension at the shop.
- Public Safety** PD and Fire were pleased to announce a great turnout for the annual toy drive and community meal that is held in conjunction with the Volunteer Fire Department.
- PD reported another successful Tri-County motorcycle run with no incidents reported
- Fire reports a steady, ongoing increase in volume of calls for service over the prior fiscal years.

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

Subject:

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

Requested By: Monica Wright, Director of Information Systems

Submitted By: Monica Wright, Director of Information Systems

Date Submitted: December 2, 2024

For the Agenda of: December 9, 2024

Procurement and Funding Statement:

N/A

Attachments: December Photo Entries

Summary Statement:

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

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

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

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

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

Recommendation:

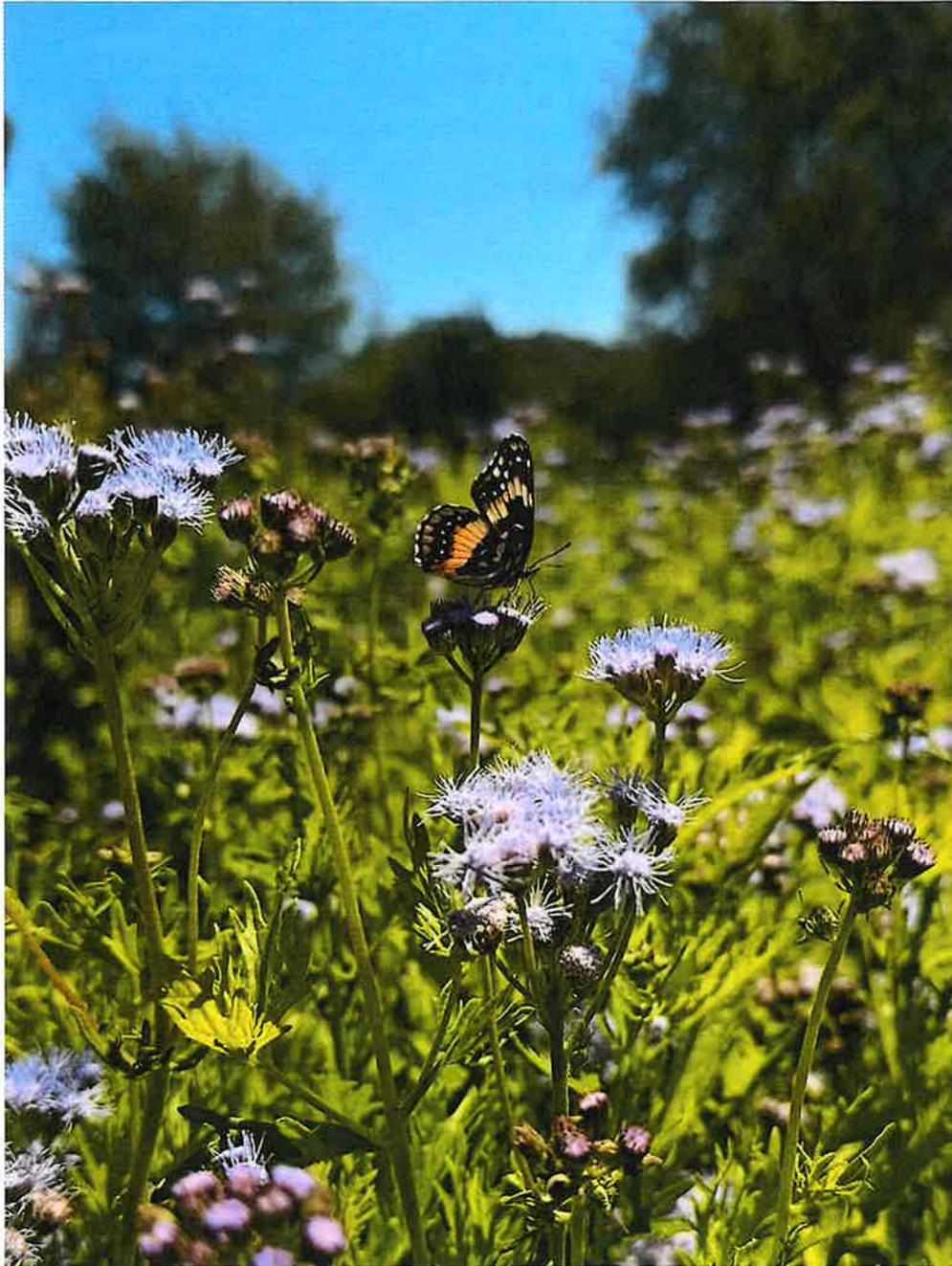
To consider a motion to select one of the entries as this month’s winner.

Entry 1

Sabrina Wisian

S.ybarra95@gmail.com

“Matthew 6:28” was taken at Cooper Spring Nature Park in Lampasas, TX.



Entry 2

Dominic Hernandez

dominichernandez.2021@gmail.com

“Sunny Days” was taken at Hancock Springs Park in Lampasas, TX.

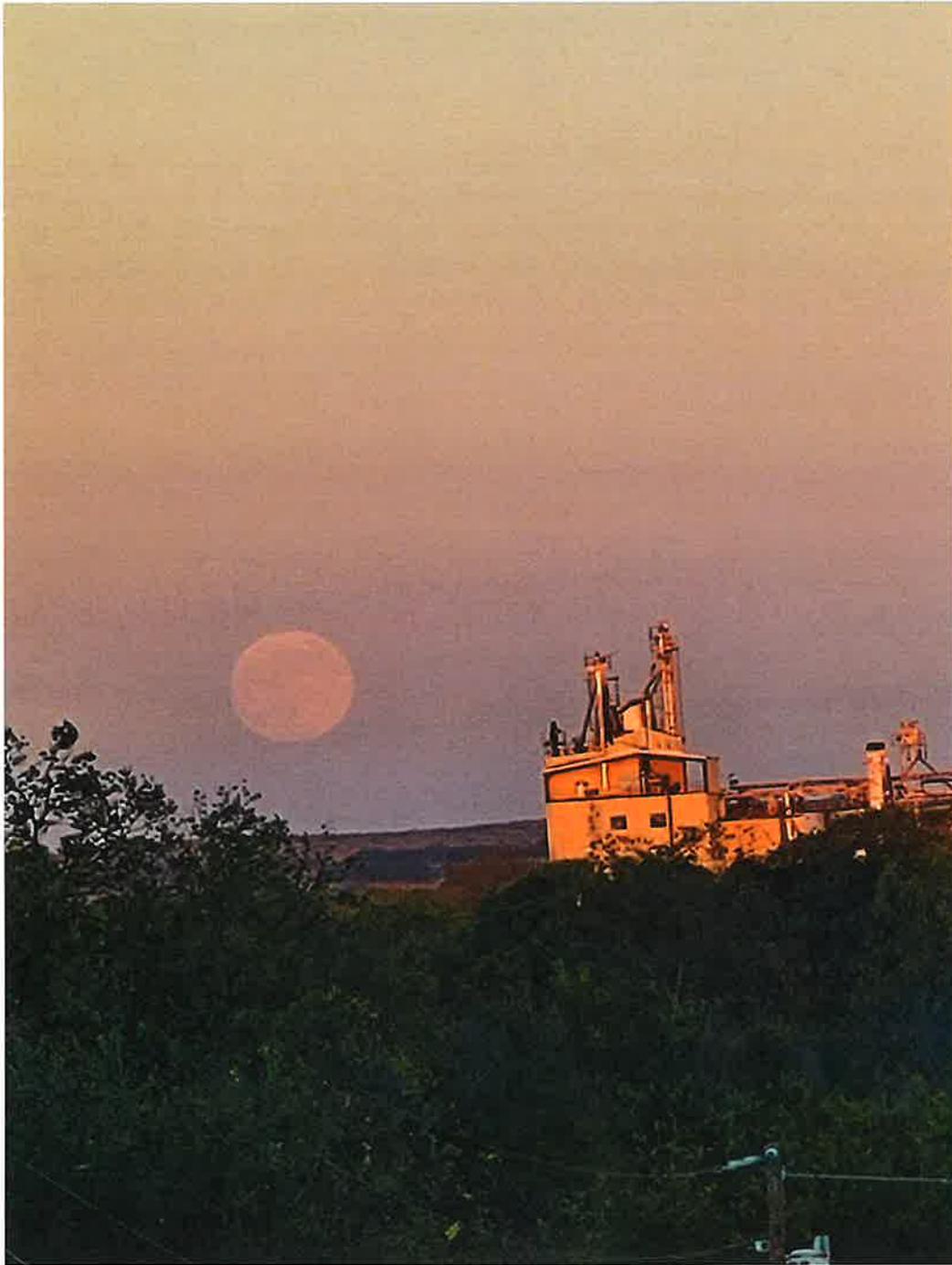


Entry 3

Hannah McDonald

HkmcDonald25@gmail.com

“Moonrise Over the Mill” was taken at West 6th Street in Lampasas, TX.



Entry 4

Jesse Carter

jacwooo@gmail.com

“Jesse Carter” was taken at Southwestern Ave by the car wash in Lampasas, TX.



Entry 5

Phil Garrett

pgarrett56@gmail.com

“Fall Foliage” was taken at Hancock Park Golf Course in Lampasas, TX.



Galaxy S21 5G

Entry 6

Lesley Greer

lsanchez@asjconstructiontx.com

“Fall Beauty” was taken at Hancock Park Golf Course in Lampasas, TX.



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City Manager

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

SUBJECT:

Discussion and Possible action regarding an Ordinance amending the adopted budget for the Municipal Government of the City of Lampasas for the Fiscal Year of October 1, 2023 to September 30, 2024.

REQUESTED BY: Yvonne Moreno, Finance Director
SUBMITTED BY: Yvonne Moreno, Finance Director

DATE SUBMITTED: December 5, 2024 FOR THE AGENDA OF: December 9, 2024

Expenditure Required: N/A

Available Funding: N/A

Attachments: Ordinance and Exhibit A

SUMMARY STATEMENT:

Due to the closing of Fiscal Year 2023-2024 the Finance Department must verify all budgeted line items. If any line item is over the budgeted amount, an amendment must be done. The auditors require that all budgeted items fall within the budgeted amounts. These amendments must be done by ordinance.
Breakdown of the Funds are as follows:

\$2,695,675.02 Electric Fund Balance-Fiscal year end
\$(518,652.00) Water/WW Shortfall
\$(190,000.00) Street Dept Project
\$(500,000.00) Fund Balance Increase-GF
\$1,487,023.02 Electric Fund Addition to Fund Balance.

Recommendation:

Motion to approve the first reading of an ordinance amending the adopted budget for the Municipal Government of the City of Lampasas for Fiscal Year of October 1, 2023 through September 30, 2024.

AN ORDINANCE AMENDING THE ADOPTED BUDGET FOR THE MUNICIPAL GOVERNMENT OF THE CITY OF LAMPASAS FOR THE FISCAL YEAR OF OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024

WHEREAS, the City Council of the City of Lampasas, Texas finds it to be in the best interest of the public safety and welfare to revise certain appropriations in the Fiscal Year 2023-2024 Budget in accordance with the changes noted on Exhibit A, attached hereto and incorporated for all purposes herein; and

WHEREAS, the Budget amendments are intended for the purpose of funding unanticipated and unbudgeted costs related to the City to meet a pressing need; and

WHEREAS, the City Council has determined that passage of this amendment is in the best interest of the City of Lampasas and its residents;

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

1. **That** the matters and facts recited in the preamble hereby are hereby found and determined to be true and correct.
2. **That** the proposed budget amendment for the Fiscal Year 2023-2024, which is shown and detailed on the attached Exhibit A, is hereby adopted and approved as the FY 2023-2024 Amended Budget of the City of Lampasas and that a copy of the budget amendment be attached to and made a part of the budget as originally adopted.
3. **That** the detail in Exhibit A outlines the use of Fund Balance in the Electric Fund to cover the expenses in the General and Water/WW Funds.
4. If any provision, section, subsection, sentence, clause, or phase of this ordinance, or the application of same to any person or set of circumstances, is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this ordinance shall not be affected thereby, it being the intent of the City Council in adopting this ordinance that no portion thereof, or provisions or regulations contained herein, shall become inoperative or fail by reason of any unconstitutionality of any other portion thereof, and all provisions of this ordinance are declared severable for that purpose.

Read and Approved on First Reading on this the _____ Day of December, 2024.

Read and Adopted on Second Reading on this the _____ Day of January, 2025.

ATTEST:

Herb Pearce, Mayor

Becky Sims, City Secretary

APPROVED AS TO FORM:

Jo Christy Brown, City Attorney

EXHIBIT A

Line Item Number	Description	Original Budget	Actual	Amendment Needed
General Fund (10)				
#1. Increase to General Fund Balance for year end.				\$ 500,000.00
	Monies from excess in Electric Fund Operating Budget. Will Transfer from Electric Fund.			
#2. Street Department use of FY 23-24 Balance.				\$ 190,000.00
	During budget preparation, monies left in the Street Department budget as of fiscal year end 2024 were approved to cover project finishing in fiscal year 2024-2025			
TOTAL AMENDMENTS FOR GENERAL FUND				<u>\$ 690,000.00</u>
#2. Transfer to Water/Wastewater Fund to cover shortfall in revenues.				\$ 518,652.00
	Monies from excess in Electric Fund Operating Budget, will Transfer from Electric Fund to the Water/WW Fund			
TOTAL AMENDMENTS FOR WATER/WW FUND				<u>\$ 518,652.00</u>
#3 Additions to the General Fund Budget. Fire Engine was paid by prior year reserves. PD vehicles were approved in February 2024 to be paid by budget amendment but was able to be paid out of operating expenses.				
	FD Fire Engine, Paid by Assigned Fund Balance		\$ 800,000.00	
	PD Vehicles prior year expense, covered in operating		\$ 233,735.00	
			<u>\$ 1,033,735.00</u>	
TOTAL ALL AMENDMENTS FROM ELECTRIC FUND				<u>\$ 1,208,652.00</u>

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

Subject:

Discussion and possible action to consider a request to vacate, abandon, and convey Hoover Street (unimproved and unopened to the public) located to the west of Lot 1, Block 21 of the N.S Hughes Survey, Abstract 299, G.C. & S.F Addition to include the North ROW of Avenue K (unimproved and unopen to the public), this area is commonly known as 1204 McLean, Lampasas, Texas.

Requested By: Becky Sims, City Secretary

Submitted By: Becky Sims, City Secretary

Date Submitted: December 5, 2024

For the Agenda of: December 9, 2024

Procurement and Funding Statement:

N/A

Attachments:

Summary Statement:

This item has been placed on the agenda to consider the abandonment of the unimproved and unopened Hoover Street located to the west of Lot 1, Block 21. It was recently found through survey work that the Hill's home sits outside the boundary of Lot 1; which is part of the acreage owned by the Hills as of August 2023.

- In August/September 2024 timeframe during some survey/title work it was found that the Hill's newly renovated home was outside of lot 1.
- This was not captured by the previous survey/deed work that was done in August 2023. Staff worked with Maples regarding the survey, field notes and warranty deeds.
- Staff has reached out to the various utility companies to verify that the abandonment will not affect any utilities in ROW, and have received no conflicts.
- The four property owners, including the Hills' have been notified of the request to vacate, abandon and convey and to date Staff has not received any opposition.

Recommendation:

To consider a motion to approve the request to vacate, abandon, and convey Hoover Street (unimproved and unopened to the public) located to the west of Lot 1, Block 21 of the N.S Hughes Survey, Abstract 299, G.C. & S.F Addition to include the North ROW of Avenue K (unimproved and unopen to the public), this area is commonly known as 1204 McLean, Lampasas, Texas.

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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 approval of contact between the City of Lampasas and Frontier Texas Ventures, LLC. for solid waste services to begin May 1, 2025.

Requested By: Becky Sims, City Secretary

Submitted By: Becky Sims, City Secretary

Date Submitted: December 5, 2024

For the Agenda of: December 9, 2024

Procurement and Funding Statement:

N/A

Attachments:

Summary Statement:

At the February 2024 meeting Council directed Staff to move forward with Request for Proposals for Solid Waste Services. The current contract with Waste Connections was up for renewal in May 2025. At the July 22, 2024 meeting Council directed Staff to enter into negotiations with the highest rank firm to provide the best value to the citizens of Lampasas; which was Frontier Waste Solutions. Staff, along with legal counsel and representatives from Frontier Waste Solutions have vetted, reviewed and agreed upon the solid waste contract between the City of Lampasas and Frontier Texas Ventures beginning May 2025.

Recommendation:

To consider a motion to approve the contact between the City of Lampasas and Frontier Texas Ventures, LLC. for solid waste services to begin May 1, 2025.

EXCLUSIVE FRANCHISE AGREEMENT
FOR THE COLLECTION, HAULING AND DISPOSAL OF
MUNICIPAL SOLID WASTE AND CONSTRUCTION AND DEMOLITION WASTE
IN THE CITY OF LAMPASAS, TEXAS

May 2025

EXCLUSIVE FRANCHISE AGREEMENT

**FOR THE COLLECTION, HAULING AND DISPOSAL OF
MUNICIPAL SOLID WASTE AND CONSTRUCTION AND DEMOLITION WASTE
IN THE CITY OF LAMPASAS, TEXAS**

STATE OF TEXAS

COUNTY OF LAMPASAS

THIS EXCLUSIVE FRANCHISE AGREEMENT (this "Agreement") is made and entered into on _____, 2024 to be effective as of May 1, 2025, by and between Frontier Texas Ventures I, LLC, a Texas limited liability company (the "Service Provider"), and the City of Lampasas, Texas (the "City").

WHEREAS, the City, subject to the terms and conditions set forth herein and the ordinances and regulations of the City, desires to grant to the Service Provider the exclusive franchise, license and privilege to collect, haul and dispose of Municipal Solid Waste and Construction and Demolition Waste (as such terms are defined herein) within the City's corporate limits.

NOW, THEREFORE, in consideration of the premises and the mutual promises, covenants and agreements set forth herein, the Service Provider and the City hereby agree as follows:

SECTION 1. DEFINED TERMS.

The following terms, as used herein, will be defined as follows:

Bag - Plastic sacks, secured at the top, designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top.

Bulky Items – Items exceeding 50 lbs in weight such as refrigerators, stoves, washing machines, water tanks and furniture.

Bundles - Items not measuring in excess of either forty-eight (48) inches in length or fifty (50) pounds in weight and which are securely fastened together, including, but not limited to, brush, newspapers and tree trimmings.

Business Day - Any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by law to be closed in the city.

Can – Any receptacle with handles of adequate strength for lifting provided by a Residential Unit and utilized by such Residential Unit for collecting Municipal Solid Waste

Commercial Unit – Any non-manufacturing commercial facility that generates and accumulates Municipal Solid Waste during, or as a result of, its business, including, but not limited to, restaurants, stores, warehouses, schools, recreational facilities, clubs, churches and Multi-Family Residential Units.

Construction and Demolition Waste - Solid Waste resulting from construction or demolition activities or that is directly or indirectly the byproduct of such activities, including, but not limited to,

cartons, concrete, excelsior, gypsum board, metal, paper, plastic, rubber and wood products and regardless of whether such solid waste is mixed with or constitutes recyclable materials. Construction and demolition debris does not include Hazardous Waste or Municipal Solid Waste.

Container - Any receptacle, including, but not limited to, dumpsters, and Roll-Offs provided to the City by the Service Provider and utilized by a Commercial, Industrial or Residential Unit for collecting Municipal Solid Waste or Construction and Demolition Waste and Cans provided by and utilized by citizens for Residential collection.

Contract Year – the twelve (12) month period beginning on May 1, 2025, and each successive twelve (12) period thereafter

Handicapped Residential Unit - Any Residential Unit that is inhabited by persons, all of whom are physically handicapped to the extent that they are unable to place Municipal Solid Waste at the curbside and that generates and accumulates Municipal Solid Waste. The identities of the members of a Handicapped Residential Unit shall be certified by the City Clerk and agreed to by the Service Provider.

Hazardous Waste - Waste identified or listed as a hazardous waste by the administrator of the United States Environmental Protection Agency (EPA) under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended, or so classified by any federal or State of Texas statute, rule, order or regulation.

Holidays - The following days are recognized by Frontier Waste Solutions

- (1) New Year's Day (January 1st)
- (2) Thanksgiving Day
- (3) Christmas Day (December 25th).

Household Hazardous Waste - Any solid waste generated in a household by a consumer which, except for the exclusion provided in 40 Code of Federal Regulations (CFR) §261.4(b)(1), would be classified as a hazardous waste under 40 CFR Part 261. The term has the same meaning as “hazardous household waste”.

Industrial Unit - Any manufacturing, mining or agricultural facility that generates and accumulates Municipal Solid Waste during, or as a result of, its operations.

Landfill - Any facility or area of land receiving Municipal Solid Waste or Construction and Demolition Waste and operating under the regulation and authority of the Texas Commission on Environmental Quality ("TCEQ") within the State of Texas, or the appropriate governing agency for landfills located outside the State of Texas.

Multi-Family Residential Unit - Any residential dwelling that is designed for, and inhabited by, multiple family units and that generates and accumulates Municipal Solid Waste.

Municipal Solid Waste - Solid Waste resulting from or incidental to municipal, community, commercial, institutional or recreational activities, industrial or manufacturing, mining, or agricultural operations regardless of whether such Solid Waste is mixed with or constitutes Recycling Materials. Municipal Solid Waste does not include Construction and Demolition Waste or Hazardous Waste.

Recycling Materials

- (a) Newspapers, magazines, and catalogs, and other paper items such as mail, paper bags or other paper;
- (b) Glass bottles and jars (excluding mirrors, windows, ceramics and other glass products);
- (c) Metal cans composed of tin, steel or aluminum (excluding scrap metal); and
- (d) Plastic containers including all varieties of the types designated as #1, #5 and #7.

Residential Unit - Any residential dwelling that is a Single-Family Residential Unit.

Roll-Off - A Container with twenty (20) cubic yards to forty (40) cubic yards of capacity.

Single-Family Residential Unit - Any residential dwelling that is designed for, and inhabited by, a single person or family unit and that generates and accumulates Municipal Solid Waste.

Solid Waste - As defined by the EPA under 40 C.F.R. § 261.2(a)(1), or by the State of Texas under the Solid Waste Disposal Act § 361.003(38) regardless of whether such waste is mixed with or constitutes Recycling Materials.

Units – All Residential Units, Commercial Units and Industrial Units.

White Good - Any item measuring in excess of either three (3) cubic feet in size or fifty (50) pounds in weight and that is manufactured primarily from metal, including, but not limited to, a bath tub, heater, hot water heater, refrigerator, sink or washer and dryer.

SECTION 2. EXCLUSIVE FRANCHISE GRANT.

The City hereby grants to the Service Provider, in accordance with the City's ordinances and regulations governing the collection, hauling and disposal of Municipal Solid Waste, Construction and Demolition Waste, the exclusive franchise, license and privilege to collect, haul and dispose of Municipal Solid Waste, Construction and Demolition Waste over, upon, along and across the present and future streets, alleys, bridges and public properties within the corporate limits of the City. In order to maintain the exclusive franchise in favor of the Service Provider contained herein, the City shall take any and all appropriate legal action against any company, customer or third party infringing upon the exclusive rights of the Service Provider. In the event that the City fails to pursue appropriate legal action in order to remedy an infringement on the Service Provider's exclusive-franchise rights, the Service Provider may retain a subrogation right from the City against any and all violations of the exclusive-franchise grant described herein and shall be entitled to any and all actual and consequential damages arising from the City's failure to enforce this Agreement.

SECTION 3. TERM.

The term of this Agreement shall be for a period of three (3) years, commencing on May 1, 2025 and concluding on April 30, 2028. At the expiration of the term of this Agreement, the parties may, upon mutual consent, renew this Agreement for successive period(s) of five (5) years each; provided, that such consent is given by each party at least 60 days prior to the expiration date of this Agreement.

SECTION 4. OPERATIONS.

A. **Scope of Operations.** It is expressly understood and agreed that the Service Provider will collect, haul and dispose of all Municipal Solid Waste, Construction and Demolition Waste (i) generated and accumulated by Commercial, Industrial and Residential Units, and (ii) placed within Containers by those Commercial, Industrial and Residential Units receiving the services of the Service Provider (or otherwise generated and accumulated in the manner herein provided by those Commercial Units, Industrial Units and Residential Units), all within the City's corporate limits, including any territories annexed by the City during the term of this Agreement (the "Services"). The Services do not include curbside collection or disposal of Recycling Materials.

B. **Nature of Operations.** The City hereby grants to the Service Provider, in accordance with the City's ordinances and regulations governing the collection, hauling and disposal of Municipal Solid Waste, Construction and Demolition Waste, the title to all Municipal Solid Waste, Construction and Demolition Waste collected, hauled and disposed of by the Service Provider over, upon, along and across the present and future streets, alleys, bridges and public properties within the corporate limits of the City. All title to and liability for materials excluded from this Agreement shall remain with the generator of such materials.

SECTION 5. SERVICE PROVIDER'S DUTIES AND OBLIGATIONS.

It shall be the duty and obligation of Service Provider to perform the following services:

A. **Provisions of Equipment and Facilities.** Service Provider agrees to furnish trucks, equipment, machinery, tools, personnel, labor, disposal, and any and all other items necessary and sufficient to fulfill its obligations under this Agreement, at its own expense, to adequately, efficiently and properly collect and transport Municipal Solid Waste, Construction and Demolition Waste, Bulky Items and Bundles and other refuse from Residential Units, Industrial Units and Commercial Units within the corporate limits of the City in a systematic, clean, healthful and sanitary manner, subject to the terms and conditions set forth herein.

B. **Disposal of Solid Waste and Refuse.** Service Provider will dispose of, in a legal manner, all Municipal Solid Waste, Construction and Demolition Waste, Bulky Items, Bundles, and other Solid Waste and refuse collected. All vehicles used by Service Provider for the collection of Municipal Solid Waste, Construction and Demolition Waste, Bulky Items, Bundles, and other Solid Waste and refuse shall be protected at all times while in transit to prevent leakage or the blowing or scattering of refuse onto the public streets of City or property adjacent thereto. Further, such vehicles shall be clearly marked with Service Provider's telephone number and name in letters and numbers not less than four (4) inches in height.

C. **Sanitation and Health.** All collection equipment shall be washed and deodorized as necessary. Service Provider shall establish and enforce in its operations and among its employees such regulations in regard to cleanliness and disposal of refuse as will tend to prevent the inception and spread of infectious or contagious disease and to effectively prevent the creation of a nuisance on any property, either public or private.

D. Routes and Schedules. Service Provider agrees to establish daily routes and special schedules for the collection of Municipal Solid Waste, Construction and Demolition Waste, and other Solid Waste and refuse as necessary to fulfill the requirements of this Agreement.

E. Labor Force and Equipment Service Provider shall employ only supervisors and workers who are careful, competent and fully qualified to perform the duties or tasks assigned to them and shall secure the summary dismissal of any person or persons employed by the Service Provider in or about or on the work who shall misconduct themselves or not be in the proper performance of their duties or who shall neglect or refuse to comply with or carry out the directions of Service Provider.

SECTION 6. SINGLE-FAMILY RESIDENTIAL UNIT COLLECTIONS.

A. Single-Family Residential Units. The Service Provider will collect from Single-Family Residential Units Municipal Solid Waste twice per week; provided, that (i) such Municipal Solid Waste is placed at the curb in up to five (5) Cans and/or Bags and (ii) such Cans and/or Bags are placed within five (5) feet of the curbside or right of way adjacent to the Single-Family Residential Unit no later than 7:00 a.m. on the scheduled collection day; provided, however, that Handicapped Residential Units shall not be required to place their Containers or Bags at the curb, and the Service Provider shall collect Municipal Solid Waste from such Cans and Bags as agreed upon between the Service Provider and such Handicapped Residential Unit.

B. Excess or Misplaced Municipal Solid Waste. The Service Provider shall only be responsible for collecting, hauling and disposing of Municipal Solid Waste placed inside the Cans or Bags. Municipal Solid Waste in excess of the Cans' and/or Bags' limits and/or placed in more than five (5) Cans or Bags will not be collected by the Service Provider, on regular service days. However, such excess or misplaced Municipal Solid Waste may be collected as special bulk pick-up as capacity allows on occasion and within reason due to excess waste, Holidays or other extraordinary circumstances as determined by the Service Provider in its sole discretion.

C. Household Hazardous Waste Collection. The Service Provider will collect Household Hazardous Waste from Single-Family Residential Units once per month, as designated by the Service Provider; provided, that the Household Hazardous Waste (i) is placed on the porch/doorstep no later than 7:00 a.m. on the scheduled collection day, (ii) is reasonably contained in a box or bag, and (iii) the Single-Family Residential Unit notifies the Service Provider of the need for such collection at least 7 days prior to the scheduled collection day for such Household Hazardous Waste. The Service Provider shall only be responsible for collecting, hauling and disposing of Household Hazardous Waste from those Single-Family Residential Units that have complied with this Section 6.C.

The Service Provider will accept the following items for collection as Household Hazardous Waste:

- Aerosol products
- Ammunition, home use fireworks
- Antifreeze
- Auto fluids
- Ballasts (non-PCB & PCB)
- Batteries – auto, sump, power tool & household sizes
- Blacktop sealer - oil based

- Cleaning products
- Cooking Oil
- Fire Extinguishers
- Fluorescent bulbs (tubes and CFLs)
- Gasoline & oil/gas mixtures
- HID (headlight bulbs)
- Hobby & photo chemicals
- Lawn chemicals
- Mercury containing Devices (thermostats, etc.)
- Motor oil
- Oxygen tanks
- Paint (Oil-based paints, stains, varnishes; and Latex Paint)
- Pesticides, poisons, herbicides, insecticides
- Pharmaceuticals/medications
- Pool chemicals
- Propane tanks
- Resins, Glues, Adhesives
- Smoke Detectors
- Solvents

The Service Provider will not accept the following items for collection as Household Hazardous Waste:

- Acetylene cylinders
- Biological or medical waste
- Business generated waste
- Foam cylinders (Part A/Part B)
- Explosives
- MAPP gases
- Radioactive Material
- Syringes/needles
- Farm machinery oil

Each Household Hazardous Waste collection per month shall be limited as follows:

- Fluorescent light bulbs: Minimum 1, Maximum 8
- Used motor oils or antifreeze: Minimum 1 gallon, Maximum 2 gallons
- Paints and supplies; Pool & Household Chemicals: Minimum 1 gallon, Maximum 4 gallons
- Household Cleaners; Pesticides & Fertilizers: Minimum 1 item, Maximum 8 items
- Household Batteries: Minimum 1; Maximum 20"

SECTION 7. COMMERCIAL AND INDUSTRIAL AND MULTI-FAMILY RESIDENTIAL UNIT COLLECTIONS.

The Service Provider will collect Municipal Solid Waste from Commercial and Multi-Family Residential Units. The Service Provider will collect Municipal Solid Waste from Industrial Units. The Service Provider shall only be responsible for collecting, hauling and disposing of Municipal Solid Waste placed inside the Containers provided by the Service Provider. However, the Service Provider may offer and provide sufficient service to Commercial, Industrial and Multi-Family Residential Units, and to increase or decrease, as necessary, the frequency of collection and the size or number of Containers so that Commercial, Industrial or Multi-Family Units' Municipal Solid Waste will be regularly contained. The Service Provider shall be compensated for these additional Services as provided for in Section 11 hereto.

It is understood and agreed that the service provided under this Section 7 does not include the collection of Construction and Demolition Waste, White Goods or any materials resulting from remodeling, general property clean-up or clearing of property for the preparation of construction. However, the Service Provider may negotiate an agreement on an individual basis with the owner or occupant of a Commercial or Industrial Unit regarding the collection of such items.

SECTION 8. SPECIAL COLLECTION AND SERVICES.

The Service Provider will provide, at no cost to the City, a six (6) yard Container to collect Municipal Solid Waste at the following municipal locations within the City: City Hall, Hancock Park, City Barn, Senior Center, W.M. Brook Park, Municipal Golf Course, Turner Field, Water/Wastewater Treatment Plant, Hanna Springs Pool, Library, Animal Shelter, Parks Office, 580 Sports Complex, Soccer Complex and the Fire Department.

SECTION 9. BULKY ITEM AND BUNDLES.

A. Pre-Arranged Collections. The Service Provider shall pick up and haul Bulky Items and Bundles from Single-Family Residential Units once per week; provided, that the Bulky Items or Bundles (A) are placed at the curbside no later than 7:00 a.m. on the scheduled collection day, (B) are reasonably contained, and (C) are placed 5 feet from the curb, (D) for Bulky Items, the total weight of items to be collected does not exceed 250 lbs and collection/loading is manageable by two men, (E) for Bundles, do not exceed four (4) feet in length or fifty (50) pounds in weight, and (F) do not contain Construction and Demolition Waste or Excluded Waste. The accumulated total of Bulky Items and Bundles for any Single Family Residential Unit shall not exceed two cubic yards per week. White Goods containing refrigerants will not be collected by the Service Provider unless such White Goods have been certified in writing by a professional technician to have had all such refrigerants removed. The Service Provider shall only be responsible for collecting, hauling, and disposing Bulky Items and Bundles from those Single-Family Units that have complied with this Section 9.A.

B. Negotiated Collections. The service provided under Section 9.A. does not include the collection of Bulky Items and Bundles comprised of Construction and Demolition Waste, White Goods or any materials resulting from remodeling, general property clean-up or clearing of property for the preparation of construction. However, the Service Provider may negotiate an agreement on an individual basis with the owner or occupant of a Residential Unit regarding the collection of such items by utilizing the Service Provider's Roll-Off Services.

SECTION 10. TITLE TO EQUIPMENT.

Notwithstanding anything to the contrary contained herein, it is expressly understood and agreed that all equipment, including, but not limited to, Containers, provided by the Service Provider in connection with the Services, shall at all times remain the property of the Service Provider.

SECTION 11. RATES AND FEES.

Subject to adjustment, as provided in Section 12 hereto, the rates and fees to be charged and received by the Service Provider are provided in Exhibit A attached hereto.

SECTION 12. RATE ADJUSTMENT.

A. CPI-U Adjustment. On each anniversary date of this Agreement, Service Provider shall have the right, in its sole discretion and upon giving prior notice to the City, to increase or decrease the rates and fees hereunder in accordance with the CPI-U. As used herein, "CPI-U" shall mean the revised Consumer Price Index rate for all urban consumers (all items included) for the "Killeen-Temple, TX Metropolitan Statistical Area", or, if such index is not available the "CPI-U Garbage and trash collection in U.S. city average, all urban consumers, not seasonally adjusted", based on the latest available figures from the Department of Labor's Bureau of Labor Statistics (the "Bureau"). The CPI-U used will be the CPI-U published by the Bureau during the month ninety (90) days preceding the adjustment under this Section 12.A. The amount of the increase under this Section 12.A. shall be equal to the percentage that the CPI-U has increased over the previous twelve (12) month period.

B. Operating Cost Adjustment. In addition to the rate adjustments provided for in Section 12.A., at any time during the term of this Agreement, the Service Provider may petition the City for additional rate and price adjustments at reasonable times on the basis of material or unusual changes in its cost of operations due to, or directly resulting from, among other things, increased fuel costs, ad valorem taxes, or revised federal, state or local laws, ordinances or regulations. At the time of any such petition, the Service Provider shall provide the City with documents and records in reasonable form and sufficient detail to reasonably establish the necessity of any requested rate adjustment.

C. Governmental Fees. The parties acknowledge that the rates herein include all applicable fees, taxes or similar assessments incurred under federal, state and local laws, rules and ordinances (excluding sales taxes and taxes imposed on income) (the "Fees"). The parties acknowledge and understand that the Fees may vary from time to time, and, in the event any of such Fees are increased or additional Fees are imposed subsequent to the effective date of this Agreement, the parties agree that the rates herein shall be immediately increased by the amount of any such increase in Fees or additional Fees.

D. Landfill Cost Adjustment. In addition to the rate adjustments provided for hereinabove, the parties acknowledge that the Municipal Solid Waste covered by this Agreement will be disposed of by the Service Provider at a Landfill(s) chosen by the Service Provider in its sole discretion (the "Initial Landfill(s)"). In the event that the Service Provider is unable to use the Initial Landfill(s) due to reasons out of its control, the Service Provider (i) shall have the right, in its sole discretion, to dispose of the Municipal Solid Waste covered by this Agreement at another Landfill of its choosing, and (ii) shall have the right, upon giving prior notice to the City, to request an increase to the Initial Rates,

and (iii) the City shall place the requested adjustment before the City Council at the next regularly scheduled meeting of the City Council for their consideration.

E. Fuel Cost Adjustment. Beginning May 1, 2026, the Service Provider shall adjust all of the fuel rates contained in Exhibit B attached hereto and incorporated herein. (the “Base Rates”) for any Contract Year in which the average price of diesel fuel during the preceding Contract Year exceeded \$3.67 per gallon (the “Base Price”). The average price of diesel fuel will be determined by reference to the U.S. Energy Information Administration published price for diesel fuel – gulf coast region. The following website (or any successor website) will be the source for such information: <http://www.eia.gov/petroleum/gasdiesel/>. The average price of diesel fuel for each Contract Year (each, a “Average Yearly Price”) shall be the average of the weekly fuel prices published for each week during such Contract Year.

The fuel cost adjustment for any Contract Year (each, a “Fuel Cost Adjustment”) shall be calculated by referring to the fuel schedule attached hereto as Exhibit B. In the event the Average Yearly Price is greater than the Base Price, the Fuel Cost Adjustment shall be an upward adjustment to the Base Rates by increasing the Base Rates by the applicable Rate Increase Percentage (as shown on Exhibit B) based on the Average Yearly Price for the previous Contract Year. In the event the Average Yearly Price is less than the Base Price, there will be no Fuel Cost Adjustment. Each Fuel Cost Adjustment shall be effective during the Contract Year immediately following the Contract Year for which such Fuel Cost Adjustment was determined.

SECTION 13. EXCLUSIONS.

Notwithstanding anything to the contrary contained herein, this Agreement shall not cover the collection, hauling or disposal of any Hazardous Waste, animal or human waste, auto parts, used tires, concrete, dirt, gravel, rock or sand from any Container provided by the Service Provider located at any Commercial, Industrial or Residential Unit, provided by the citizen; provided, however, that the Service Provider and the owner or occupant of a Commercial, Industrial or Residential Unit may negotiate an agreement on an individual basis regarding the collection, hauling or disposal of auto parts, used tires, concrete, dirt, gravel, rock or sand by utilizing the Service Provider's Roll-Off Services.

SECTION 14. ENFORCEMENT.

During the term of this Agreement and any extension thereof, the City agrees to adopt and maintain ordinances that will enable the Service Provider to provide the Services set forth herein. If the Service Provider experiences recurring problems of damage or destruction to or theft of the Containers provided by the Service Provider pursuant to this Agreement, the Service Provider may, prior to replacing or repairing such Containers, require security deposits from the Commercial, or Industrial customers utilizing such Containers.

SECTION 15. PROCESSING, BILLING AND FEES.

A. City as Collector; Compensation to Service Provider. On a monthly basis, the City agrees to bill and collect the rates and fees charged under Section 11 hereto from all Units (excluding Roll-Off services) requiring the collection, hauling or disposal of Municipal Solid Waste within the City's

territorial jurisdiction. The Service Provider shall bill the City for all Services rendered to the Units (excluding Roll-Off services) for collection or disposal of Municipal Solid Waste at the rates and upon the terms as provided in the Agreement. Within ten (10) days following the end of the month, the City will remit to the Service Provider an amount equal to the City's gross billing (for the immediately preceding month's service). Along with each monthly remittance, the City shall provide the Service Provider with a report indicating the number and rate of Units which have been billed for that month. Nothing herein shall prohibit the City from collecting sums in addition to those sums called for herein.

B. Service Provider as Collector, Compensation to City. The Service Provider agrees to bill and collect the rates and fees charged under Section 11 hereto from all Units utilizing Roll-Off Services within the City's territorial jurisdiction.

C. Taxes. In addition to the amounts billed and collected by the City under Section 15.A., the City shall also be solely responsible for collecting, remitting, and paying any and all sales, use and service taxes assessed or payable in connection with the Services. In addition to the amounts billed and collected by the Service Provider under Section 15.B., the Service Provider shall also be solely responsible for collecting, remitting, and paying any and all sales, use and service taxes assessed or payable in connection with the Services.

D. Bad Debt; Unpaid Rates/Fees. The City agrees that payments owing to the Service Provider pursuant to this Agreement shall be based solely on the Services rendered by the Service Provider. The Service Provider reserves the right to terminate Service to those Units that are in default until they have paid in full.

E. Delinquent and Closed Accounts. The Service Provider shall discontinue refuse collection service at any Residential, Commercial or Industrial Unit as set forth in a written notice sent to it by the City. Upon further notification by the City, the Service Provider shall resume collection on the next regularly scheduled collection day. The City shall be responsible for notifying the Service Provider in writing when any waste collection account is opened or closed.

SECTION 16. SPILLAGE.

It is understood and agreed that the Service Provider shall not be required to clean up, collect or dispose of any loose or spilled Municipal Solid Waste, Construction and Demolition Waste not caused by the Service Provider's rendering of the Services, or be required to collect and dispose of any excess Municipal Solid Waste, Construction and Demolition Waste placed outside of the Containers or bags by any Commercial, Industrial or Residential Unit. The Service Provider shall report the location of such conditions to the City so that the City can issue proper notice to the owner or occupant of the Commercial, Industrial or Residential Unit instructing the owner or occupant to properly contain such Municipal Solid Waste, Construction and Demolition Waste. Should excess Municipal Solid Waste, Construction and Demolition Waste continue to be placed outside of the Containers or bags, the City shall require the Commercial, Industrial or Residential Unit to increase the frequency of collection of such Municipal Solid Waste, Construction and Demolition Waste, or require the Commercial, Industrial or Residential Unit to utilize a Container with sufficient capacity so that the excess Municipal Solid Waste, Construction and Demolition Waste will be regularly contained. If the Service Provider requires an additional Container to accommodate the excess Municipal Solid Waste, they shall be

compensated for these additional Services as provided for in Exhibit A hereto, and shall be entitled to receive an extra collection charge for each additional Container requiring an extra collection.

SECTION 17. NON-COLLECTION NOTICE AND FOLLOW-UP.

A. Notice from the Service Provider. It is specifically understood and agreed that where the owner or occupant of a Commercial, Industrial or Residential Unit fails to timely place a Container or bag as directed in Sections 6 and 7 hereto, or is otherwise in violation of the City's ordinances and regulations, the Service Provider's reasonable rules adopted hereunder or the provisions of this Agreement relating to the nature, volume or weight of Municipal Solid Waste, Construction and Demolition Waste, to be removed, the Service Provider may refrain from collecting all or a portion of such Municipal Solid Waste, Construction and Demolition Waste and will notify the City within eight (8) hours thereafter of the reason for such non-collection. The Service Provider will also provide written notice to the Commercial, Industrial or Residential Unit of the reason for such non-collection, unless such non-collection is the result of the Commercial, Industrial, or Residential Unit's failure to timely place the Containers, bags, Bulky Items, or Bundles out for collection. Such written notice shall be attached to the Container or bag or the uncollected Municipal Solid Waste, Construction and Demolition Waste, shall indicate the nature of the violation and shall indicate the correction required in order that such Municipal Solid Waste, Construction and Demolition Waste may be collected.

B. Notice from a Commercial, Industrial or Residential Unit. When the City is notified by an owner or occupant of a Commercial, Industrial, or Residential Unit that Municipal Solid Waste, Construction and Demolition Waste has not been removed from such Commercial, Industrial, or Residential Unit and where no notice of non-collection or a change in collection schedule has been received by the City from the Service Provider, or the Service Provider has failed to collect Municipal Solid Waste, Construction and Demolition Waste from the Commercial, Industrial or Residential Unit without cause, as supported by notice as described herein, then the Service Provider will use all reasonable efforts to collect such Municipal Solid Waste, Construction and Demolition Waste on the day a collection order is issued by the City; provided, however, that if the Service Provider fails to make such collection on the same day that a collection order is issued by the City, the Service Provider shall make such collection no later than 12:00 p.m. on the following Business Day, and there shall be no charge to the Service Provider for any such original non-collection or late collection so long as the Service Provider makes such collection within such time.

SECTION 18. HOURS OF SERVICE.

For all the Services provided hereunder, the Service Provider's hours of service shall be between 7:00 a.m. to 7:00 p.m., Monday through Friday. The Service Provider will not be required to provide service on weekends or Holidays except during natural disasters or emergencies, or for those instances when route is not completed as scheduled, and may, at its sole discretion, observe those Holidays outlined in this agreement, unless otherwise planned ahead and communicated with municipality during the term of this Agreement.

SECTION 19. CUSTOMER SERVICE.

A. Office Hours. Service Provider's local telephone shall be staffed so that customers can make complaints, requests for information, requests for service, etc. during the hours of 8:00 a.m. through 5:00 p.m., Monday through Friday, excluding legal holidays.

B. Office Personnel. Service Provider's office shall have a responsible person in charge during collection hours on collection days and shall be equipped with sufficient attendants to receive telephone calls. Attendant(s) shall respond to calls in a courteous manner within the following twenty-four (24) hour period.

C. Managing Agent. Throughout the term of the Agreement, Service Provider shall establish and maintain an authorized Managing Agent and shall designate in writing to the City Clerk the name, telephone number, and address of such agent to whom all notices may be served by the City of complaints received from citizens of the City.

D. Service Complaints. All service complaints shall initially be directed to Service Provider and shall be resolved within twenty-four (24) hours. Service Provider shall supply the City with copies of all complaints on a form approved by the City indicating the disposition of each complaint. The form shall indicate the day and hour on which the complaint was received and resolved. When a complaint is received on the day preceding a holiday or a weekend, it shall be serviced on the next working day.

E. Notification of Complaints. The City shall notify Service Provider of each complaint reported to the City in order for the Service Provider to take whatever reasonable steps are necessary to remedy the cause of the complaint. Service Provider shall notify the City of its disposition within twenty-four (24) hours after receipt of the complaint.

F. Explanation of Disposition of Complaints. Service Provider shall provide the City with a full explanation of the disposition of any complaint involving a customer's claim of damage to private property as the result of actions of Service Provider's employees, agents, and subcontractors in connection with the performance of this Agreement.

G. Notification of Procedures. Service Provider shall notify all customers about procedures, rules and regulations, and days of collection on an annual basis and whenever there is a change in service, days of collection, procedures, etc. Notice is to be in the form of printed matter distributed by Service Provider to all premises served by Service Provider at least thirty (30) days prior to any change in the procedures, rules and regulations, days of collection, service, etc. Such notice must be approved by the City prior to distribution, such approval to not be unreasonably withheld, conditioned or delayed.

H. Noncollection. It is understood and agreed by and between the City and Service Provider that if any customer maintains improper or inadequate Containers for the nature, volume, or weight of refuse to be removed from the premises, or if any customer improperly places debris or Bulky Items for collection, Service Provider may refrain from collecting all or a portion of such refuse and shall notify the City and the customer of the reason for such non-collection. When the City is notified by a customer that refuse has not been removed from his or her premises on the scheduled collection day and where no notice of non-collection or a change in collection schedule has been received from Service Provider, the City may investigate.

I. Dangerous Animals. Employees of Service Provider shall not be required to expose themselves to the danger of vicious animals in order to accomplish refuse collection in any case where the owner or tenants have animals at large, but Service Provider shall immediately notify the City, in writing, of such condition and of Service Provider's inability to make collection.

J. Hazardous Weather. Service Provider may cancel a portion or all of a scheduled service day due to hazardous weather conditions, and shall notify the City, in writing, of such cancellation.

SECTION 20. COMPLIANCE WITH APPLICABLE LAWS.

The Service Provider shall comply with all applicable federal and state laws regarding the collection, hauling and disposal of Municipal Solid Waste, including existing and future laws that may be enacted, as well as any regulations reasonably passed by the City that are not in derogation of this Agreement. Nothing in this Agreement shall be construed in any manner to abridge the City's right to pass or enforce necessary police and health regulations for the reasonable protection of its inhabitants. The City shall have the right to make reasonable inspections of the Service Provider in order to insure compliance with this Section 20.

SECTION 21. VEHICLES AND EQUIPMENT.

Vehicles used by the Service Provider for the collection, hauling and disposal of Municipal Solid Waste shall be protected at all times while in transit to prevent the blowing or scattering of Municipal Solid Waste onto the City's public streets, or properties adjacent thereto, and such vehicles shall be clearly marked with the Service Provider's name in letters and numbers not less than two (2) inches in height. All collection vehicles used by the Service Provider shall be washed and deodorized as needed.

SECTION 22. DUE CARE.

The Service Provider shall exercise due care and caution in providing the Services so that the City's public and private property, including streets and parking areas, will be protected and preserved.

SECTION 23. PERSONNEL AND PERFORMANCE STANDARDS.

The Service Provider shall not deny employment to any person on the basis of race, creed or religion, and will ensure that all federal and state laws pertaining to salaries, wages and operating requirements are met or exceeded. The Service Provider, its agents, servants and employees shall perform the Services in a courteous, competent and professional manner. During the term of this Agreement and any extension thereof, the Service Provider shall be responsible for the actions of its agents, servants and employees while such agents, servants and employees are acting within the scope of their employment or agency.

SECTION 24. INSURANCE COVERAGE.

Pursuant to this Agreement, the Service Provider shall carry the following types of insurance in an amount equal to or exceeding the limits specified below:

<u>Coverage</u>	<u>Limits of Liability</u>
(1) Worker's Compensation	Statutory
(2) Employer's Liability	\$2,000,000
(3) Bodily Injury Liability (except automobile)	\$1,000,000 per occurrence;

	\$5,000,000 in the aggregate
(4) Property Damage Liability (except automobile)	\$500,000 per occurrence; \$2,000,000 in the aggregate
(5) Automobile Bodily Injury Liability	\$1,000,000 per person; \$4,000,000 per occurrence
(6) Automobile Property Damage Liability	\$500,000 per occurrence

Upon the City's request, the Service Provider shall furnish the City with a certificate of insurance verifying the insurance coverage required by this Section 24.

SECTION 25. INDEMNITY.

The Service Provider agrees to indemnify and hold harmless the City and its agents, directors, employees, officers and servants from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, liabilities, losses or expenses (including, but not limited to, reasonable attorneys' fees) arising out of Service Provider's performance of the Services or caused by a willful or negligent act or omission of the Service Provider, its officers or employees. However, the Service Provider shall not be liable for any legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees to the extent caused by a willful or negligent act or omission of the City, its agents, directors, employees, officers and servants.

SECTION 26. PERFORMANCE SECURITY.

During the term of this Agreement and any extension thereof, the Service Provider agrees to procure and maintain a performance bond (i) payable to the City, (ii) issued by a surety reasonably acceptable to the City, and (iii) conditioned upon the Service Provider truly and timely performing all of its obligations under this Agreement, including, but not limited to, the provisions of Section 25 hereto. Such performance bond may be of only a one-year term, renewed annually, and shall be in the amount of \$500,000.00.

SECTION 27. SAVINGS PROVISION.

In the event that any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, this Agreement shall, to the extent reasonably possible, remain in force as to the balance of its terms and provisions as if such invalid term or provision were not a part hereof.

SECTION 28. TERMINATION.

Any failure by the Service Provider or its successors and assigns to observe the terms and conditions of this Agreement shall, if continuing or persisting without remedy for more than thirty (30) days after the receipt of due written notice from the City (and signed by the City Secretary), constitute grounds for forfeiture and immediate termination of all the Service Provider's rights under this Agreement, and all such rights shall become null and void.

SECTION 29. FORCE MAJEURE.

The performance of this Agreement may be suspended and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of such party. The performance of this Agreement will be suspended and the obligations hereunder excused only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of God, acts of war, accident, explosion, fire, flood, riot, sabotage, acts of terrorists, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations.

SECTION 30. GOVERNING LAW.

This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the internal laws of the State of Texas, without giving effect to the conflict of laws rules thereof.

SECTION 31. NOTICES.

Any notices required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the respective party at the address set forth below:

If to the City:

City of Lampasas
312 E Third Street
Lampasas, Texas 76550
Attn: City Manager

If to the Service Provider:

Frontier Waste Solutions
2323 Bryan Street, Suite 2620
Dallas, TX 75201
Attn: President/CEO

or such other addresses as the parties may hereafter specify by written notice and delivered in accordance herewith.

SECTION 32 MISCELLANEOUS.

A. Multiple Originals. This Agreement may be executed in multiple originals, each of which shall be deemed for all purposes to be an original, and all of which are identical.

B. Attorney's Fees. The prevailing party in any dispute between the parties arising out of or involving the enforcement, interpretation of any provision hereof shall be entitled to recover all of its reasonable attorneys' fees and costs for any cause of action arising out of this Agreement, including without limitation costs and attorneys' fees related to or arising out of any trial or appellate proceeding.

SECTION 32. ACCEPTANCE.

PASSED AND APPROVED BY THE CITY OF LAMPASAS, TEXAS CITY COUNCIL MEETING AT A TIME AND PLACE IN COMPLETE CONFORMITY WITH THE OPEN MEETING LAWS OF THE STATE OF TEXAS AND ALL OTHER APPLICABLE LAWS THIS ____ DAY OF _____, 2024.

FRONTIER TEXAS VENTURES I, LLC
2323 Bryan Street, Suite 2620
Dallas, TX 75201
Attn: President/CEO

CITY OF LAMPASAS, TEXAS
312 E Third Street
Lampasas, Texas 76550
Attn: City Manager

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: Mayor

ATTEST:

By: _____

Name: _____

Title: City Secretary

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EXHIBIT A

Rates

<u>Residential</u> Urban Two (2) household pickups weekly (Includes Special Waste Pick up at your door) (Up to five (5) maximum residential containers or bags or combination of both)	<u>\$22.99</u>
<u>Commercial</u> Urban Hand Pick up twice weekly (Up to five (5) maximum residential containers or bags or combination of both)	<u>\$22.99</u>
<u>Dumpsters</u>	<u>\$40.00</u>
Three (3) Cubic Yards-Extra Pick Up	
One (1) weekly pickup	<u>\$77.08</u>
Two (2) weekly pickups	<u>\$177.24</u>
Three (3) weekly pickups	<u>\$265.83</u>
Four (4) weekly pickups	<u>\$354.50</u>
Five (5) weekly pickups	<u>\$443.09</u>
Six (6) Cubic Yards-Extra Pick Up	<u>\$79.00</u>
One (1) weekly pickup	<u>\$177.24</u>
Two (2) weekly pickups	<u>\$354.40</u>
Three (3) weekly pickups	<u>\$531.71</u>
Four (4) weekly pickups	<u>\$708.94</u>
Five (5) weekly pickups	<u>\$886.21</u>
Eight (8) Cubic Yards Extra Pick Up	<u>\$93.00</u>
One (1) weekly pickup	<u>\$236.32</u>
Two (2) weekly pickups	<u>\$471.39</u>
Three (3) weekly pickups	<u>\$708.94</u>
Four (4) weekly pickups	<u>\$945.25</u>
Five (5) weekly pickups	<u>\$1181.60</u>

Roll Off Pricing

Open Top Roll-off Rates:

20 Cubic Yard Haul/Swap out	<u>\$575.00</u>	plus disposal
30 Cubic Yard Haul/Swap out	<u>\$575.00</u>	plus disposal
40 Cubic Yard Haul/Swap out	<u>\$575.00</u>	plus disposal
Delivery	<u>\$250.00</u>	per roll off
Daily Rental (perm)	<u>\$4.00</u>	per day
Daily Rental (temp)	<u>\$5.00</u>	per day
*Disposal	<u>\$60.00</u>	per Ton

* Roll-off disposal is a pass through cost of the gate rate charged at the landfill

This disposal rate is subject to change with 30 days written notice from the landfill

Compact/Roll-off Rates

Delivery/Basic Installation	<u>\$250.00</u>	onetime fee
Swap Out Haul Rate	<u>\$600.00</u>	plus disposal
Empty & Return Haul Rate	<u>\$700.00</u>	plus disposal
Compactor Daily Rental (perm)	<u>\$27.00</u>	per day minimum, may be more due to customer needs, options and equipment cost, must be set on a case-by-case basis
Compactor Maintenance/Svc		If equipment is contractor owned this is included in monthly rental charge. \$150. per hour plus parts if customer owned
*Disposal	<u>\$60.00</u>	per Ton

* Roll-off disposal is a pass through cost of the gate rate charged at the landfill

This disposal rate is subject to change with 30 days written notice from the landfill

City Discounted Roll-off Rates: (Special Clean-up, Citizens Collection Station, Code Enforcement Action)

Delivery	<u>\$0.00</u>	per container
20, 30, or 40 cu. Yd. Haul Rate	<u>\$475.00</u>	plus disposal
*Disposal	<u>\$60.00</u>	per ton current gate rates apply (rate subject to change with proper notice)

* Roll-off disposal is a pass through cost of the gate rate charged at the landfill

This disposal rate is subject to change with 30 days written notice from the landfill

EXHIBIT B

Base Rates for Fuel

**City of Lampasas Fuel
Surcharge Exhibit**

Average Monthly Fuel Price		Fuel % Increase	Rate % Increase
\$ 3.67	\$ 3.71	0.00%	0.0%
\$ 3.72	\$ 3.76	1.35%	0.1%
\$ 3.77	\$ 3.81	2.70%	0.1%
\$ 3.82	\$ 3.86	4.04%	0.2%
\$ 3.87	\$ 3.91	5.39%	0.2%
\$ 3.92	\$ 3.96	6.74%	0.3%
\$ 3.97	\$ 4.01	8.09%	0.4%
\$ 4.02	\$ 4.06	9.43%	0.4%
\$ 4.07	\$ 4.11	10.78%	0.5%
\$ 4.12	\$ 4.16	12.13%	0.5%
\$ 4.17	\$ 4.21	13.48%	0.6%
\$ 4.22	\$ 4.26	14.82%	0.6%
\$ 4.27	\$ 4.31	16.17%	0.7%
\$ 4.32	\$ 4.36	17.52%	0.8%
\$ 4.37	\$ 4.41	18.87%	0.8%
\$ 4.42	\$ 4.46	20.22%	0.9%
\$ 4.47	\$ 4.51	21.56%	0.9%
\$ 4.52	\$ 4.56	22.91%	1.0%
\$ 4.57	\$ 4.61	24.26%	1.1%
\$ 4.62	\$ 4.66	25.61%	1.1%
\$ 4.67	\$ 4.71	26.95%	1.2%
\$ 4.72	\$ 4.76	28.30%	1.2%
\$ 4.77	\$ 4.81	29.65%	1.3%
\$ 4.82	\$ 4.86	31.00%	1.3%
\$ 4.87	\$ 4.91	32.35%	1.4%
\$ 4.92	\$ 4.96	33.69%	1.5%
\$ 4.97	\$ 5.01	35.04%	1.5%
\$ 5.02	\$ 5.06	36.39%	1.6%
\$ 5.07	\$ 5.11	37.74%	1.6%
\$ 5.12	\$ 5.16	39.08%	1.7%
\$ 5.17	\$ 5.21	40.43%	1.8%
\$ 5.22	\$ 5.26	41.78%	1.8%
\$ 5.27	\$ 5.31	43.13%	1.9%
\$ 5.32	\$ 5.36	44.47%	1.9%
\$ 5.37	\$ 5.41	45.82%	2.0%
\$ 5.42	\$ 5.46	47.17%	2.1%
\$ 5.47	\$ 5.51	48.52%	2.1%
\$ 5.52	\$ 5.56	49.87%	2.2%
\$ 5.57	\$ 5.61	51.21%	2.2%
\$ 5.62	\$ 5.66	52.56%	2.3%
\$ 5.67	\$ 5.71	53.91%	2.3%

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